



**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: February 14, 2019
Re: Public Works Commission Agenda

Please find information below regarding the next Commission Meeting.

Date: **February 20, 2019**
Time: 6:30 – 9:00 p.m.
Place: **645 Pine St – Main Conference Room**

A G E N D A

ITEM

- 1 Call to Order – Welcome – Chair Comments
- 2 5 Min Agenda
- 3 5 Min Election of Vice Chair
- 4 10 Min Public Forum (3 minute per person time limit)
- 5 5 Min Consent Agenda
 - A Parking Agreement With ICV for 100 Spaces in Lakeview Garage
 - B Parking Agreement With iMarket Solution for 10 Spaces in Lakeview Garage
 - C Killarney Drive Bike Path Access Parking Prohibition

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.

- 6 20 Min Snow & Ice Control Plan
A Communication, R. Green
B Commissioner Discussion
C Public Comment
D Action Requested –None
- 7 20 Min Parklet Pilot Introduction
A Communication, N. Losch, W. Clavelle, E. Gohringer
B Commissioner Discussion
C Public Comment
D Action Requested – None
- 8 15 Min Public Engagement Plan 1-year Review
A Oral Communication, R. Goulding & N. Losch
B Commissioner Discussion
C Public Comment
D Action Requested – None
- 9 5 Min Approval of Draft Minutes of 12-19-18 & 1-16-19
- 10 10 Min Director's Report
- 11 10 Min Commissioner Communications
- 12 **Adjournment & Next Meeting Date – March 20, 2019**



**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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: DPW Commission

FROM: Chapin Spencer, Director

DATE: February 14, 2019

RE: Parking Agreement between the City and Investors Corporation of Vermont (ICV)

Recommendation:

Staff recommends that the DPW Commission approve the attached Parking Agreement between DPW and ICV and authorize DPW Director Chapin Spencer to execute the Agreement.

Background:

ICV representative David Schilling contacted the Community and Economic Development Office and DPW to explore accommodation for an area business that is considering relocating from outside the City to downtown into ICV's recently renovated property at 95 Pine Street.

The Department of Public Works (DPW) staff has negotiated a proposed Parking Agreement with ICV to provide accommodations for one hundred (100) monthly parkers, Monday-Friday, at the College St/Lakeview Garage to be used by their tenant's employees. The Agreement has a five year term with an option to renew for an additional five years. The rates and general terms are consistent with other parking agreements we have recently executed.

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

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.



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 Investors Corporation of Vermont (“Tenant”), a private corporation registered to conduct business in the State of Vermont and located at 30 Main Street Suite 401, Burlington, VT 05401. Tenant 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.** Tenant seeks to lease 100 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.
- 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 Tenant and “Parties” means both the City and Tenant.

4. TERM AND EARLY TERMINATION

- A. Term.** This Parties respective performance shall commence on July 1, 2019 and expire on June 30, 2024, unless sooner terminated as provided herein.
- B. Renewal.** This Agreement shall automatically renew for one additional 5 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.** Beginning July 1, 2019, the City shall provide Tenant with up to 100 parking licenses to be used by Tenant 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.** Tenant shall pay the City \$80 per month for each parking license granted under this Agreement, for a total monthly payment of \$8,000. Beginning July 1, 2020, and every year thereafter, the City may change the fee for each parking license by providing 30 days advanced notice to Tenant.
- B. Billing.** The billable term of each issued license shall begin on the day the license is issued to Tenant. Tenant shall issue payment to the City beginning on July 1, 2019, and on the first day of each month for the term of this Agreement.

7. PARKING CONDITIONS

- A. Use of Parking Facilities.** The monthly parking permit issued under this Agreement authorizes designated Tenant 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 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, Tenant'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. Tenant 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. Tenant 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 Tenant or its permit holders.

- D. Acceptance of Risk.** Parking is at Tenant 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.** Tenant 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 Tenant'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 Tenant and its authorized permit holder. Parking permits shall not be loaned, altered, transferred or sold. Tenant 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.** Tenant 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.** Tenant 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

Tenant'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 Tenant'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

<p style="text-align: center;">TENANT Investors Corporation of Vermont 30 Main Street, Suite 401, Burlington, VT 05401</p> <p>By: _____ David Schilling Director of Business Development</p> <p>Date: _____</p>

<p style="text-align: center;">CITY OF BURLINGTON Department of Public Works</p> <p>By: _____ Chapin Spencer, Director Department of Public Works</p> <p>Date: _____</p>
--



**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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: DPW Commission
FROM: Chapin Spencer, Director
DATE: February 14, 2019
RE: Parking Agreement between the City and iMarket

Recommendation:

Staff recommends that the DPW Commission approve the attached Parking Agreement between DPW and iMarket and authorize DPW Director Chapin Spencer to execute the Agreement.

Background:

Downtown business iMarket contacted the Burlington Business Association (BBA) through the ParkBurlington website seeking parking for 10 of their employees. The BBA referred the iMarket representative to us to explore accommodation in one of our downtown municipal garages.

The Department of Public Works (DPW) staff has negotiated a proposed Parking Agreement with iMarket to provide accommodations for ten (10) monthly parkers, Monday-Friday, at the College St/Lakeview Garage to be used by their employees who work at their 150 South Champlain St location. The Agreement has a one year term with an option to renew for an additional year. The rates and general terms are consistent with other parking agreements we have recently executed.

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

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.



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 iMarket Solutions, Inc. (“Tenant”), a for profit corporation registered to conduct business in the State of Vermont and located at 150 S. Champlain St., 3rd Floor, Burlington, VT 05401. Tenant 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.** Tenant seeks to lease 10 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.
- 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 Tenant and “Parties” means both the City and Tenant.

4. TERM AND EARLY TERMINATION

- A. Term.** This Parties respective performance shall commence on April 1, 2019 and expire on March 31, 2020, 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.** Beginning April 1, 2019, the City shall provide Tenant with up to 10 parking licenses to be used by Tenant 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.** Tenant shall pay the City \$80 per month for each parking license granted under this Agreement, for a total monthly payment of \$800. The City may change the fee for each parking license by providing 30 days advanced notice to Tenant.
- B. Billing.** The billable term of each issued license shall begin on the day the license is issued to Tenant. Tenant shall issue payment to the City beginning on April 1, 2019, and on 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 Tenant 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, Tenant'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. Tenant 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. Tenant 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 Tenant or its permit holders.

- D. Acceptance of Risk.** Parking is at Tenant 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.** Tenant 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 Tenant'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 Tenant and its authorized permit holder. Parking permits shall not be loaned, altered, transferred or sold. Tenant 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.** Tenant 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.** Tenant 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

Tenant'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 Tenant'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

<p style="text-align: center;">TENANT iMarket Solutions, Inc. 150 S. Champlain Street, 3rd Floor, Burlington, VT 05401</p> <p>By: _____ Andrew Allen Chief Technical Officer</p> <p>Date: _____</p>
--

<p style="text-align: center;">CITY OF BURLINGTON Department of Public Works</p> <p>By: _____ Chapin Spencer, Director Department of Public Works</p> <p>Date: _____</p>
--



Memo

Date: February 12, 2019

To: Public Works Commission

From: Madeline Suender, Associate Engineer

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

Subject: Killarney Drive Bike Path Access Parking Prohibition

Recommendations to the DPW Commission:

7 No-parking area.

No person shall park any vehicle at any time in the following location:

- On the west side of Killarney Drive in front of the access ramp for the Island Line Trail and for two (2) feet north and south of the access ramp.

Purpose & Need:

The purpose of the recommended traffic regulation amendment is to allow better access to the bike path and minimize safety concerns that may arise from visibility concerns. Creating a parking prohibition at the access ramp and 2-feet on either side of the ramp will address the need to minimize obstructions to the path.

Project Checklist:

	N/A	Yes	No	Reference
Aligns with MUTCD standards and/or established City Policy?		X		MUTCD
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 (see Attachment-1) in June 2018 from a local resident, asking staff to restrict parking at the Island Line Trail access ramp located at the cul de sac at the west end of Killarney Drive. Staff conducted a site visit and recommends a 2-foot parking prohibition on either side of the bike path access ramp to improve access and allow for adequate visibility (see Attachment-2). Staff collaborated with Parks and Recreation to ensure the proposed design would integrate well into the system currently in place, as there were no planned upgrades to the path.

Public Engagement:

In preparation for the 02/20/19 DPW Commission Meeting, staff placed flyers at properties along the west end of Killarney Drive most impacted by the proposed parking restriction. Staff received four (4) emails and one (1) phone call in regards to this matter (see Attachment-3). All correspondence was in favor of restricted parking

Attachments:

1. Initial request.
 2. Site map.
 3. Public correspondence.
-

Attachment 1: Initial Request

SECLICKFIX ID
4524033

PRIORITY
Normal

REQUEST TYPE
Transportation and
Parking
Improvement Request

ADDRESS
199 Killarney Drive Burlington, Vermont

ASSIGNEE
DPW Engineering
MS

SLA EXPIRES
11/15/2019 -
04:43PM
9 months left

REPORTED
06/04/2018 - 04:43PM

SECONDARY QUESTIONS

What type of infrastructure are you requesting?
other

Please enter a contact phone number or email address so that we can follow-up and ask additional questions as part of our Standard Operating Procedure for this category.

LOCATION



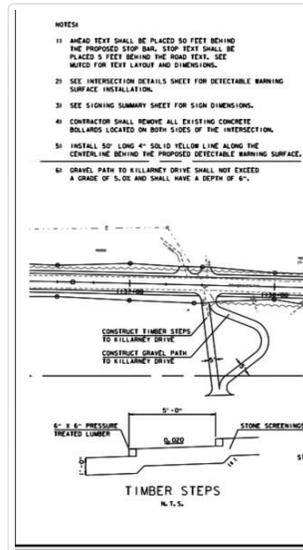
SUMMARY & DESCRIPTION

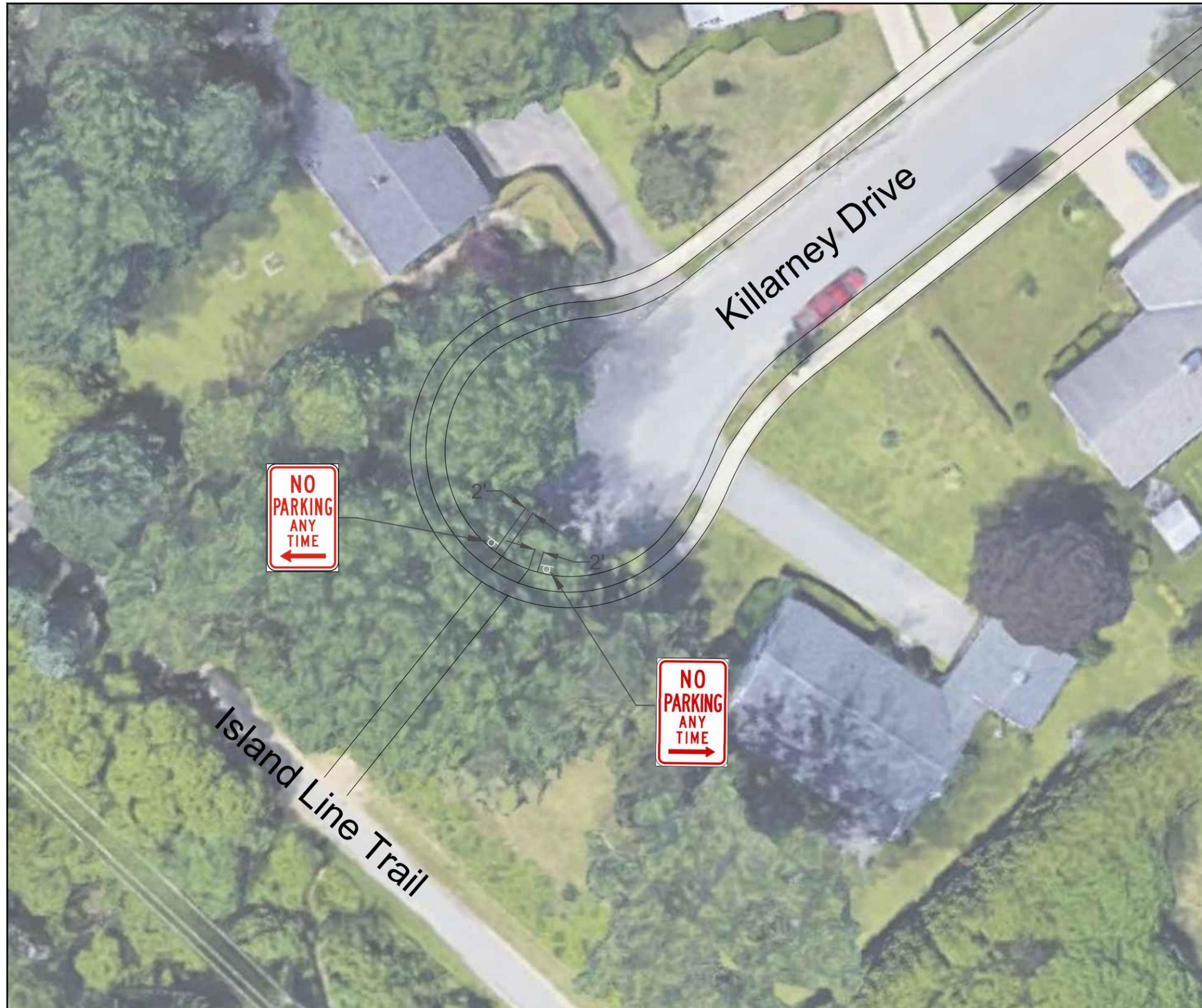
Transportation and Parking Improvement Request

No Parking signs and yellow striping should be placed at the end of Killarney Dr. The City has just made major improvements to the access from Killarney Dr to the Bike Path. The curbing has been removed and a ramp installed for bikers and wheelchair users. Signage should be placed to stop car drivers from parking and blocking the access ramp.

Reported by: Ed Lucey 06/04/2018 - 04:43PM

MEDIA



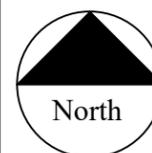
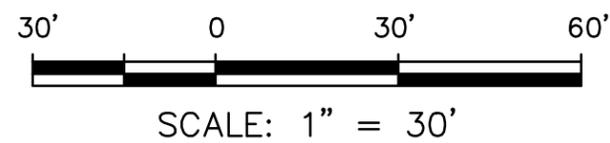


NOTES:

Staff recommends amendment of the following ordinance:

Appendix C: Rules and Regulations of the Traffic Commission

7 No-parking area. No person shall park any vehicle at any time in the following location: On the west side of Killarney Drive in front of the access ramp for the Island Line Trail and for two (2) feet north and south of the access ramp.



KILLARNEY DRIVE
 PROPOSED BIKE PATH ACCESS
 PARKING PROHIBITION



BURLINGTON, VT
BURLINGTON PUBLIC WORKS
ENGINEERING DIV.

645 PINE STREET
 BURLINGTON, VT 05401
 (802) 863-9094
 (802) 863-0466 (Fax)

DESIGNED MES	SCF NO. 4524033
DRAWN MES	SCALE 1"=30'
CHECKED SM	DRAWING NO.
DATE 01/29/19	SHEET 1 OF 1

Attachment 3: Public Correspondence

1/29/19

Hello Madeline,

I am writing on behalf of myself and my husband and 2 young children (3 and 5 years old) who live 2 houses from the end of the cul de sac at 193 Killarney Drive in Burlington. I am strongly in favor of restricting parking in these areas and to even a larger extent than what is being proposed-I think restricting the whole cul de sac area is appropriate. Parking is blocking access to the bike path and I assure you most who who park in these areas are not using the bike path and are accessing our private beach and trespassing. Many of these parkers speed down our streets (despite signs to slow down due to children at play) with open alcohol containers etc. I think restricting parking in these areas will help with the multiple issues that are occurring here and the constant loitering that goes on in these areas while parked in the cul de sac area. (It has become a hangout for young kids to meet in there cars, smoke, and then drive away at fast speeds). It is not in the spirit of this street and the kid friendly environment we are trying to encourage. Please feel free to call me and discuss issues and thank you so much to you and the neighbor who are addressing this issue with us.

Best regards,
Warmly,
Margaret and Stephen Scimone

1/31/19

Dear Madeline,

Yes! I would be strongly in favor of restricting parking adjacent to the ramp access.

With best wishes,
Marla Emery
169 Killarney Drive

2/4/19

Madeline, I think yellow markings at the access to the bike path would be helpful to remind drivers not to park and block the access.

I must admit that blockage of the access rarely occurs.

Thank you for following up on this request, Ed Lucey

Sent from my iPad

Phone call received 2/4/2019 9:26 AM
Resident from 147 calling in favor of restricting parking.

2/8/19

We live on the culdesac and would have no objection to improving access to the bike path via removing one parking space. We were glad to have that access ramp go in so that bikers wouldn't have to go over the rough sidewalks we currently have.

Bronwyn Rider
214 Killarney Drive



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Burlington, VT 05401
802.865.7200 VOX
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Rob Green
*ASSISTANT DIRECTOR
RIGHT OF WAY*

Memo

February 14, 2019

To: Burlington Public Works Commission

From: Rob Green, Assistant Director DPW

Re: Snow and Ice Control Plan

Attached you find a copy of the DPW Snow and Ice Control Plan for your review, along with a sample of a weather update we receive from the National Weather Service before major winter events.

I will have a small power point briefing at the next commission meeting and look forward to your questions and any suggestions you may have.



BURLINGTON PUBLIC WORKS

SNOW AND ICE CONTROL PLAN

SNOW AND ICE CONTROL PLAN

The purpose of this plan is to define the operational procedures and best management practices (BMP's) for storing and utilizing snow and ice control materials, and for performing winter maintenance activities. It defines the level of service that Burlington Public Works will strive to provide on our 95 miles of streets and 127 miles of sidewalks.

Since storms vary dramatically and occur during a variety of traffic conditions, this Snow and Ice Control Plan is intended to be flexible. It is a guide structured to fit average conditions, but able to accommodate the wide variety of conditions that will be encountered by maintenance crews who are working to maintain safe roads and conditions.

STORM WARNING NOTIFICATION

The Department of Public Works Right of Way uses multiple weather services available online, such as National Oceanic and Atmospheric Administration (NOAA) and the Weather Channel. DPW will issue storm related public service announcements via the local media, Facebook, Twitter, and any City website <http://www.burlingtonvt.gov/>

Text messages:

GovDelivery <https://public.govdelivery.com/accounts/VTBURLINGTON/subscriber/new>

Facebook: <https://www.facebook.com/BTVDPW>

Twitter: @btvdpw

Phone: 802-658-SNOW

Burlington Public Works has also invested in (4) new traffic message boards stationed along North Avenue and the intersection of Main Street and Prospect Street that will warn residents of any winter parking bans.

PERSONNEL SCHEDULING

Our Right of Way crew of (17) full time Street Maintenance Workers and (2) seasonal employees maintain the streets and sidewalks. Large storms may require around the clock coverage. This will require help from outside work groups and departments. The Street Maintenance Manager will find volunteers during the normal workday and create a plan based on the available manpower and weather conditions. The plan will be reviewed by the Assistant Director of Right of Way before implementing.

MOBILIZATION

When the decision has been made to react to a storm, the Street Maintenance Manager will mobilize the crew. Since all trucks, tractors and routes are assigned, all the employees need is the call to deploy. If a storm event is predicted after normal business hours, the personnel will be put “on-call” per the union contract and the on-call employees will make themselves available by telephone. The department is aware that employees may have personal needs that may arise and may not be able to be “on call” at all times. If an employee has a personal issue, they may address it with their direct supervisor.

While DPW Street Maintenance is tasked specifically with the staffing for snow and ice control operations, the employees of the Fleet Maintenance group have a responsibility to assist with equipment repairs. Once the decision has been made to respond to a storm event, during normal working hours the street Maintenance Manager will notify the Fleet Manager. The Fleet Manager will then schedule his employees to provide maintenance assistance. After normal working hours, if the foreman in charge determines that the streets and sidewalks need to be plowed he will call the “on-call” maintenance team.

SNOW AND ICE CONTROL MATERIALS

Road salt (NaCl) is the primary snow and ice control material. The salt is purchased under the State of Vermont contract. FY19 the contract was awarded to Cargill; the local distributor is Barrett's Trucking in Burlington @ 863-1311. DPW uses approximately 3500 tons of road salt per year. The Street Maintenance Manager is responsible for the ordering and inventory of the salt. The entire salt inventory is stored at 645 Pine Street. Liquids like magnesium chloride (MgCl₂) and Promelt Magic Minus Zero are being used to reduce the amounts of salt needed to clear the roads. Safety Data Sheets (SDS) are available in a binder in every truck and in the SDS binder located in the Street Maintenance area.

Burlington Residents are permitted to take (1) 5-gallon bucket of salt per winter season. This courtesy is extended to single family residents only; sorry no property managers are authorized to take any salt.

EQUIPMENT INSPECTION

All City equipment; to include all plow trucks, loaders, and sidewalk tractors will be operator level inspected before any snow operations. Immediately following a storm on the next regular business day, all equipment will be cleaned, greased, fluids levels checked, and a proper preventive maintenance check per the manufactures operator manual. All deficiencies will be reported immediately to DPW Fleet Services.

EQUIPMENT CALIBRATION

Every November, all truck spreaders and computerized spreader controls will be calibrated with salt (NaCl) per the manufactures operation manual. After every storm event, each truck will have the mileage and pounds per lane mile recorded. This task will be assigned to a working foreman and one other street maintenance worker.

TRAINING OF PERSONNEL

Training is a key part to our snow plans success. All operators are properly trained before using any equipment utilizing operator manuals, manufacturers trainers, our in house trained employees, and on the job training. All employees will be able to properly operate, and maintain the equipment before actually plowing snow. Before the first snow storm, all operators will drive their route, getting familiar with obstacles such as high manholes, trees, narrow roads, mailboxes, etc. Any reported obstructions will be reported to the Right of Way Inspector for further action. Every truck has a binder with all route maps, bike routes, CCTA emergency routes, and the list of dead end roads.

SNOW ROUTE ASSIGNMENT

All operators will be assigned a route, whether it is in a truck or a sidewalk tractor. Continuity is important in assigning routes and equipment. Operators will learn the best way to battle snow and ice if they are doing the same streets every storm and will know areas that need special attention such as bridges, on and off ramps, hills, curves, and school zones. The same with the equipment, the operators in the same truck or tractor will know how it handles and what the vehicles limits are.

The sizes of the routes are designed for the City's fleet of trucks and tractors. There are 10 large trucks, 1 small truck for dead ends and narrow streets, and 11 tractors. Of the 10 large trucks, 1 is a spare in case of a break down. With the 11 tractors, 2 are spares. Depending on the accumulation of snow, it could take an operator with a large truck approximately 5-7 hours to plow their route once. An operator on a sidewalk route will take approximately 6 hours to plow their route, if they are salting at the same time it will take 8-9 hours to complete once.



LOADING PROCEDURES

The loading of salt in all trucks will be by the oldest available loader in the fleet. The operation will be conducted by qualified City employees only. The trucks will be loaded to their max GVWR and not overloaded. The loader will have operator level preventive maintenance after every storm event and all loading procedures will be supervised by an assigned working foreman.



SALTING AND PLOWING PROCEDURES

Salting Operations

Streets will be salted during light storms where minor accumulations of snow are expected. This requires the use of 6 large trucks that will salt the primary streets with priorities going to the routes coming into and exiting the City, primary roads leading into neighborhoods, school zones, downtown, and intersections. Not every street is salted unless there is a prediction of ice.

Plowing Operations

Plowing of the streets is the same regardless of the amount of snow predicted. The City owns (10) large plow trucks with (1) being used as a spare in case of break down and (1) small truck for dead ends and narrow streets. We can add plows to (1) front end loader for additional help in major storms.

The (9) large plow trucks are assigned a route and each route starts with its primary street, leading to its secondary main, and then into the neighborhood streets. (Truck route maps appendix B.) The (1) small plow

truck is assigned a list of narrow and dead end streets. (Narrow and dead street list appendix B.)



Sidewalk Plowing and salting

There are (9) sidewalk routes and are plowed during the day concurrently with street plowing. Extra attention is given to the downtown, Old North End, areas around schools and school crossing guard locations.

During a night time snow push back or any night time plowing operation, sidewalk plowing usually starts around 3 a.m. so that the sidewalks are open when school begins. This time could vary depending on the size of the storm.

If the storm exceeds 12” of snow and there are snow banks along the sidewalk, we will have to snow blow every sidewalk. This will take considerable time and manpower. This operation could take up to 24 hours or more. Again the priorities are downtown, Old North End, and school zones. We normally have many equipment failures while snow blowing, so having fleet services available is key.

We routinely plow, scrape, and sometimes salt the sidewalks during the day to maintain a safe environment.



Accessibility (Handicapped) Parking Spaces

Burlington has a large amount of handicapped parking spaces that must be cleared of snow. This will take place once the streets and sidewalks have been cleared. After the storm, the department will start clearing the spaces starting from the downtown, working their way to the outskirts of the city. With the limited amount of manpower available it may take many days before all spaces can be cleared of snow. If a resident has a particular handicap parking space that needs immediate attention, please call DPW Customer Service @ 863-9094.



Bike lanes

Burlington has 7.75 miles of dedicated bike lanes throughout the City. They are all on major truck routes and the lane will be plowed to the curb. After the roads and sidewalks are cleared, DPW will dispatch a sidewalk tractor and clean the bike lane free of snow. (Appendix A)



CCTA Bus Routes

Burlington is a major hub for public transportation. Many of the priority routes are also major routes for the CCTA public transportation system. The operators are familiar with their routes and understand the importance of the public transportation system. We routinely review the routes with the DPW Drivers.

Performance Capabilities

As stated earlier, Burlington has 95 miles of roads and 127 miles of sidewalks. During the average year we receive 80 inches of snow. Of course this is only an average and what really matters is when it falls, and how many snow events we have to deal with. Generally speaking, the length of the storm rather than the amount of snow determines how we deal with it. Our plans are built around these capabilities.

Street plowing routes	10
Hours to plow every street once	5 to 7
Hours to salt all streets @ 500 lbs. mile	4
Sidewalk plow routes	9
Hours to plow every sidewalk once	8
Hours to snow blow every sidewalk once	24
Hours to salt every sidewalk	12

SNOW STORAGE

Snow removed from the City streets, greenbelts, parking lots, and parking meter spaces will be stored at 702 Lake Street in Burlington. This area is for the storage of City removed snow and not for any private contractor, unless contracted by a City department. This site is a former oil tank farm near the waterfront and has been an ideal storage area as the berm keeps contaminants from reaching the lake. This storage area will be cleaned of any trash and debris every spring.

SNOW OPERATION DAMAGES

1. Mailboxes and other structures within the Right-of-Way

Occasionally mailboxes and other property may be damaged by snow plowing operations due to poor visibility, the mailbox being buried in a snow bank or the weight /volume of snow being plowed. The damage is not deliberate and in most cases unavoidable. Burlington Public Works is not responsible for damage and does not repair, replace or re-erect mailboxes that are located within the right-of-way unless physically struck by a DPW plow truck. In these cases, the property owner shall submit a claim to the City for reimbursement. All mailboxes must be installed to the USPS standards.

Many residents have basketball nets in the right of way, these not only interfere with plowing to the curb, but during inclement weather the plow operator may not see the basketball net and damage the basketball net and City equipment. The City will not be responsible for any damages to basketball nets within the right of way. If any basketball nets are found in the right of way, the DPW Excavation Inspector will be notified and will have it removed.

While removing the snow from the sidewalks we find many fences, borders and decorative landscaping close to the sidewalk. This presents quite a challenge for the department to operate the tractors safely. We ask that all landscaping be built at least 12" from the sidewalk in order to minimize damage to private and city property. Burlington Public Works will not be responsible for any damages to landscaping or fences that are within 12" of the sidewalk. All reported damage will be inspected by our Right of Way Inspector, and if the inspection finds the City responsible, an insurance claim will be made with our agent.

2. Plantings in the right of way

Snow removal from the streets and sidewalks are a challenging task and there are many obstacles that the operators have to maneuver around, and the major items being trees and shrubs. While great care is taken not to damage the tree or shrubbery, the property owner must maintain the vegetation so it does not impede the right of way. While the City equipment may damage the vegetation, the trees and shrubbery may also damage the equipment. **The department will not be responsible for any damage to any plantings encroaching on the right of way.**

3. Accident Protocol

Plowing snow in a large truck with a wing plow takes a special skill. Public Works employees are highly skilled and properly trained before they operate any commercial vehicle. Vehicle accidents will happen, and when they do, the following must happen:

- a. Stop vehicle in a safe area.
- b. Check all people involved for injuries. Call 911 if needed.
- c. The DPW employee will call their supervisor either by cell phone or by 2-way radio and inform him of the situation.
- d. Supervisor will call the Burlington Police Department. A police report will be taken, the DPW employee will receive a copy of the report, if the report is not available, you are required to obtain the incident number.
- e. If the vehicle is able to be driven, it must report to DPW Fleet Services for an evaluation before continuing on with snow plow operations.
- f. All accidents must be reported to the Right of Way Assistant Director and the insurance company. The or Assistant Director will report all the proper information on the Travelers Insurance Portal.



PARKING LIMITATIONS

Burlington does not have a seasonal parking ban like most towns in our region. It is the responsibility of the Public Works Director to declare a winter parking ban. Parking bans are declared on a case by case basis. Criteria for a parking ban include length of storm, amount of snow during the storm and how much snow is already on the streets and has not been plowed to the curb. By City ordinance **20-56** the ban must be declared by 3p.m. in order to be in effect by 10 p.m. that evening until 7 a.m. the following morning.

Parking Ban Notification

Parking bans are warned in the following manner:

- 1.** Using the City maintenance light system
- 2.** Sending a press release to all local radio and television stations, and the Burlington Free Press
- 3.** Posting alerts on social media, such as Facebook, Twitter, and Front Porch Forum.
- 4.** Sending out text messages and e-mails via GovDelivery
- 5.** An up to date recording on 658-SNOW

Once the Director calls a ban, the street maintenance foreman will notify the parking enforcement supervisor, who is responsible for the enforcement of the winter parking ban. Second, he will activate up to 90 plus flashing parking ban lights. These lights are located at the entrances of the City, important intersections, and throughout the City's neighborhoods. They are a visual warning to the residents that a parking ban is in effect.

The DPW foreman in charge of the plowing crew will meet with the parking enforcement crew at 9:30 p.m. at the police department to review and cover any last details.

Vehicles must be off of the streets during these hours if a ban is declared or they will be towed. While parking bans make it easier to plow snow, it is difficult for some people to find alternative parking. DPW does offer free parking in the City owned parking garages as an option. Parking is available in the Marketplace and the Cherry St Parking Garages on the lower decks only. Vehicles must be removed by 7:30 am or they will be charged the full day's rate. Additional information can be found at <http://www.burlingtonvt.gov/>.

While a winter parking ban is not called for every storm, if residents have access to off street parking, we urge them to use it. Additional information can be found at <http://www.burlingtonvt.gov/Police/Winter-Parking>.

The City has 3 designated tow areas.

Lake St. Extension: Vehicles towed from the Old North End and west of Willard St. from Pearl St. to Maple St.

Gosse Court, North Ave to the end: Vehicles towed from the New North End.

Oakledge Park parking lot: Vehicles towed from the south end and west of Willard St. from Maple St. south.

When the lots are full, vehicles found on the street could also be towed to the nearest street the Public Works Department designates as a drop-off point. This would be a street that has been cleared of snow. For car owners to find their vehicle, please call (802) 540-2380.

AFTER STORM RESPONSIBILITIES

It is expected that 12 hours after a snow storm that every City street will have been plowed. The Street Maintenance Foreman will inspect every City street to ensure that the streets are cleared and passable. The department will continue to patrol the streets and maintain them to be safe and passible. It is possible that the downtown and some narrow streets may have to have the snow removed. If this service is needed, it will happen approximately 2-3 days after the storm using City owned equipment. Snow removal downtown usually happens in the early morning hours. For the narrow and dead end streets, we will post the streets for “no parking” and remove the snow during the day.

SNOW RELATED CITY ORDINANCES

27-84 Throwing snow into street prohibited.

No person shall throw or put, or cause to be thrown or put, snow or ice in the part of the street known as the travel portion nor on a sidewalk of a street.

(Rev. Ords. 1962, § 4303; 1969 Cum. Supp., § 4303)

27-2 Enclosing highway; erecting fence or encroachment; nuisance.

No person shall enclose a part of the highway or street, or erect a fence, building or other encroachment, or make **obstructions**, or create a nuisance on a highway or street, or continue such enclosure, fence, building, encroachment or nuisance on a highway or street.

(Rev. Ords. 1962, § 4209)

Appendix A - Bike Lanes

- 1. South Winooski Ave. 6'**- West side, Maple St. to Howard St.- 2250 Linear Ft.
- 2. Pine Street** – West side, Flynn Ave. to Maple Street. – 5750 Linear Ft.
- 3. South Union Street 6' lane** - East side, Main Street to Pearl Street. – 11440 Linear Ft.
- 4. North Union Street 6' lane** - East side, Pearl Street to North Winooski Ave. – 1980 Linear Ft
- 5. North Winooski Ave. 7' lane** - West Side, Decatur Street to North Street - 700 Linear Ft.
- 6. North Winooski Ave. - 7' lane** - West side – North St. to Pearl St. 1380 Linear Ft.
- 7. South Willard Street** – East side, Main Street to Pearl Street. – 1500 Linear Ft.
- 8. North Willard Street** – East side, Pearl Street to North Street. – 1260 Linear Ft.
- 9. Mansfield Ave.** – East side, Colchester Ave. to North Street. – 1440 Linear Ft.
- 10. East Ave. 4'**– West side, Colchester Ave. to Carrigan Drive. – 2260 Linear Ft.
- 11. Main Street** – South side, University Hts. to City line. – 1421 Linear FT.
- 12. Main Street** – North side, City line to University Hts. – 1421 Linear Ft.
- 13. North Ave.** – East side, North Street to Institute Road. – 4600 Linear Ft.
- 14. North Ave.** – West side, Institute Road to Berry Street. – 3300 Linear Ft.

Appendix B – Narrow and Dead End Street List

DEAD END AND NARROW STREETS

MAIN ST AND SOUTH END

ADAMS CT
LUDWIG CT
REDSTONE TERR
ALFRED ST
PEROTTA PL
GOVE CT
GOLDEN PL
SPRUCE CT
ELM TERR
BROWNS CT
BEECH ST
KINGSLAND TERR
UNIVERSITY TERR
PINE PLACE
LEDGEMERE ST
CATHERINE ST

CROSS ROAD AND SPECIAL DIRECTIONS

SHELBURNE RD, **AT LEFT TURN, CLEAN RIGHT SIDE DRIVEWAY ENTRANCE**
HOOVER ST, **BACKDRAG AND PLOW ACROSS HOOVER ST**
HOOVER ST
SHELBURNE RD
HOOVER ST
SHELBURNE RD
HOWARD ST
SPRUCE ST
S. WINOOSKI AVE
KING ST
WILLARD AND SOUTH UNION
SOUTH UNION
MAIN ST, **BACKDRAG AND PLOW OUT**
PINE ST, **NO SIDEWALK, SALT AND CLEAN WELL**
MARIAN ST
LOCUST AND ST. PAUL

MAIN ST TO MANHATTEN DR

THIBAUT PKWY
NASH PLACE
LATHAM COURT
CALARCO CT
COLCHESTER CT
CHASE LANE
RUMSEY LANE
CHASE ST
VERMONT PARK
HYDE ST
GERMAIN ST
CHARLES ST

COLCHESTER AVE
COLCHESTER AVE
COLCHESTER AVE
COLCHESTER AVE
COLCHESTER AVE
CHASE ST
CHASE ST
BARRETT ST, **BACK DRAG END OF ST.**
HILLSIDE TERR, RIVERSIDE AVE
ARCHIBALD ST
ARCHIBALD ST
NORTH WILLARD

RUSSELL ST	NORTH WILLARD	
CONVERSE COURT	HICKOK PL	
LAFAYETTE PL	PEARL ST	
ORCHARD TERR	BUELL ST	
CLOAREC CT	INTRVALE AVE	
ALLEN ST	ELMWOOD AVE	
MYTRLE ST	PARK ST	
POPLAR ST	NORTH CHAMPLAIN ST	
CROWLEY ST	NORTH AVE	
SUNSET CT	NORTH AVE	
VOLTZ ST	MANHATTEN DR	OVER →

NEW NORTH END

POIRIER PL
 PLATTSBURG AVE EXT (GRIT PIT RD)
 RIVERVIEW DR (CAMP DAISY RD)
 NORTH COVE ROADS (2)

 APPLETREE PT ROAD
 SUNSET CLIFF RD
 LORI LANE
 WEST ST

CROSS ROADS AND SPECIAL INSTRUCTIONS

NORTH AVE, **BACK DRAG END OF STREET AND PLOW OUT**
 PLATTSBURG AVE, **PLOW PAST THE LAST HOUSE**
 NOTHVIEW DR
 NORTH AVE EXTENSION, **RIGHT BRANCH OF ROAD NEEDS TO
 PLOWED OUT**
DIRT ROAD, PLOW TO THE END
DIRT ROAD, PLOW TO END
ONLY PLOW ROTARY ON LEFT SIDE
 NORTH AVE

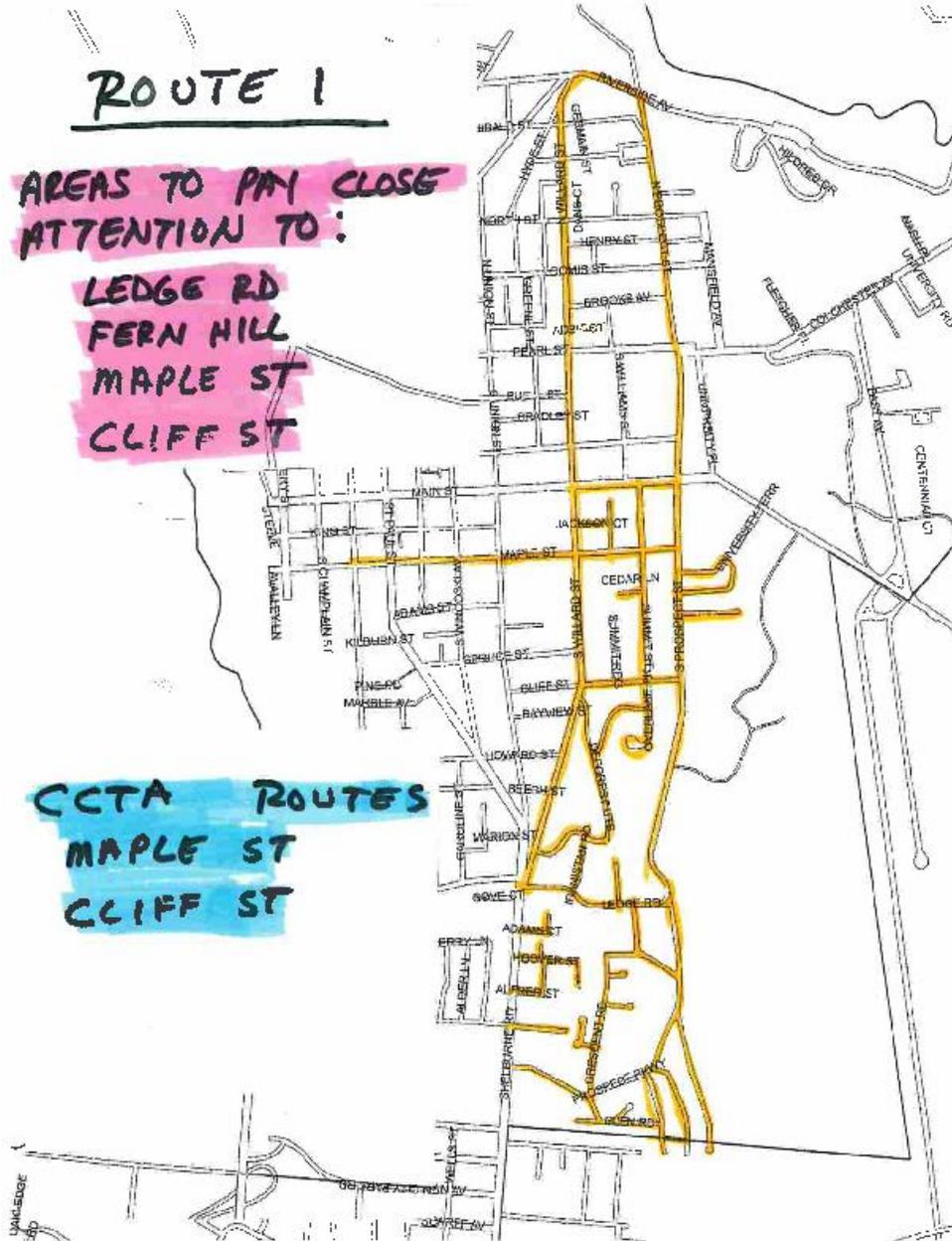
ALL STREETS ON THIS LIST WILL BE INSPECTED BY THE STREET MAINTENCE FORMAN AFTER THE STORM.

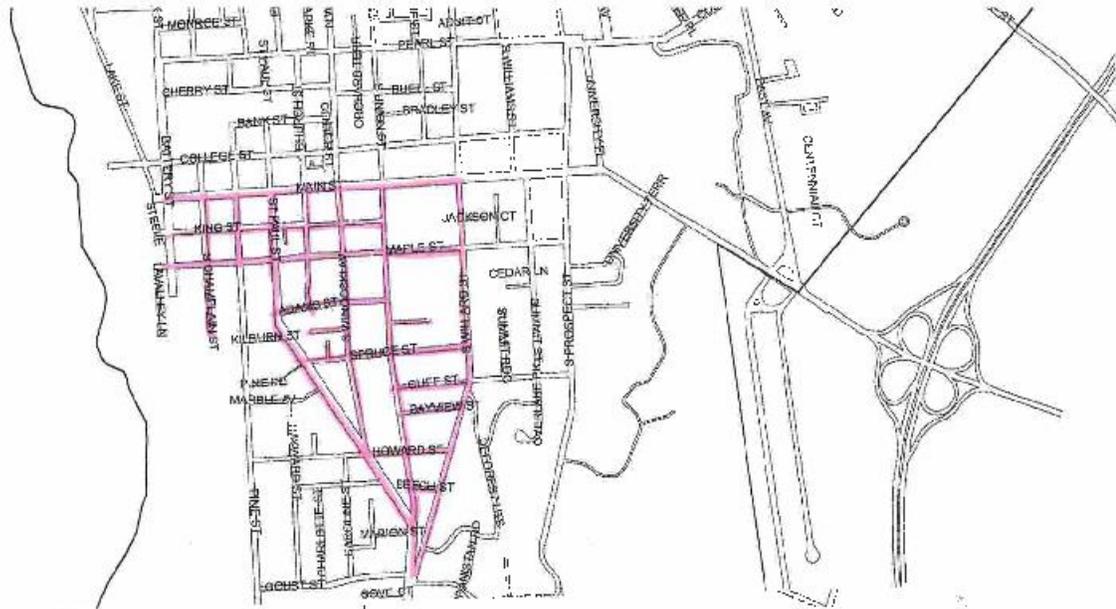
ROUTE 1

AREAS TO PAY CLOSE ATTENTION TO:

LEDGE RD
FERN HILL
MAPLE ST
CLIFF ST

CCTA ROUTES
MAPLE ST
CLIFF ST





BIKE LANES:

S. WINDOSKI AVE

S. UNION ST

S. WILLARD ST.

CCTA:

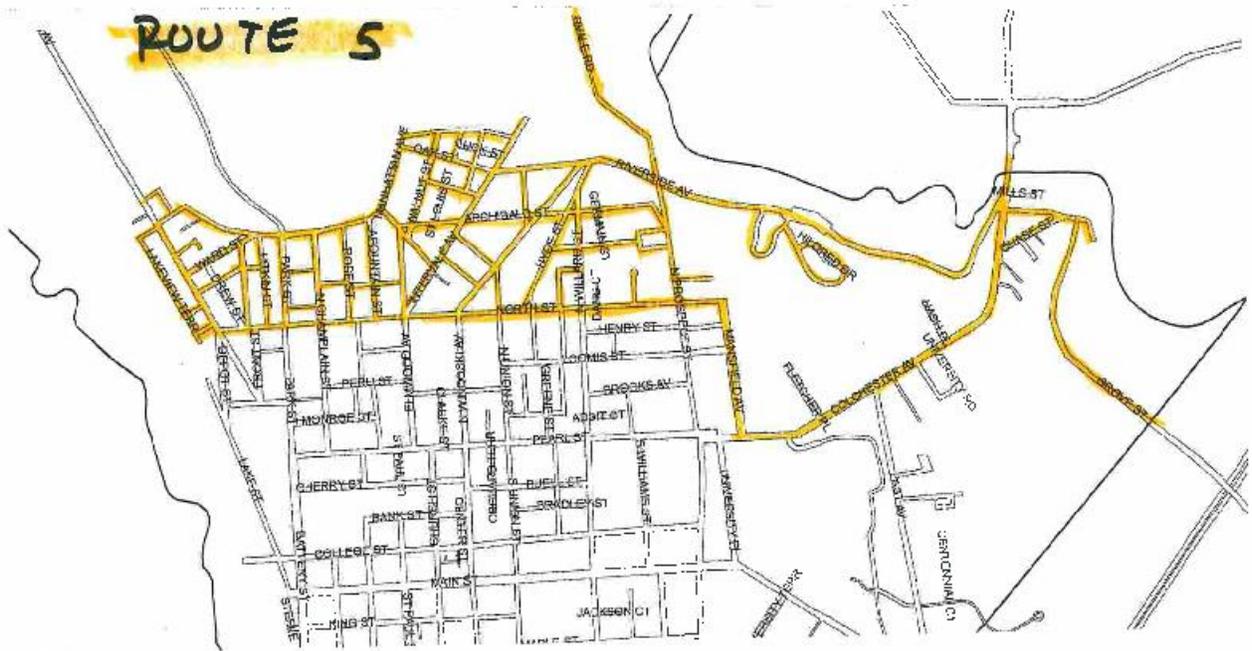
MAIN ST

MAPLE ST

CLIFF ST

KILBURN ST

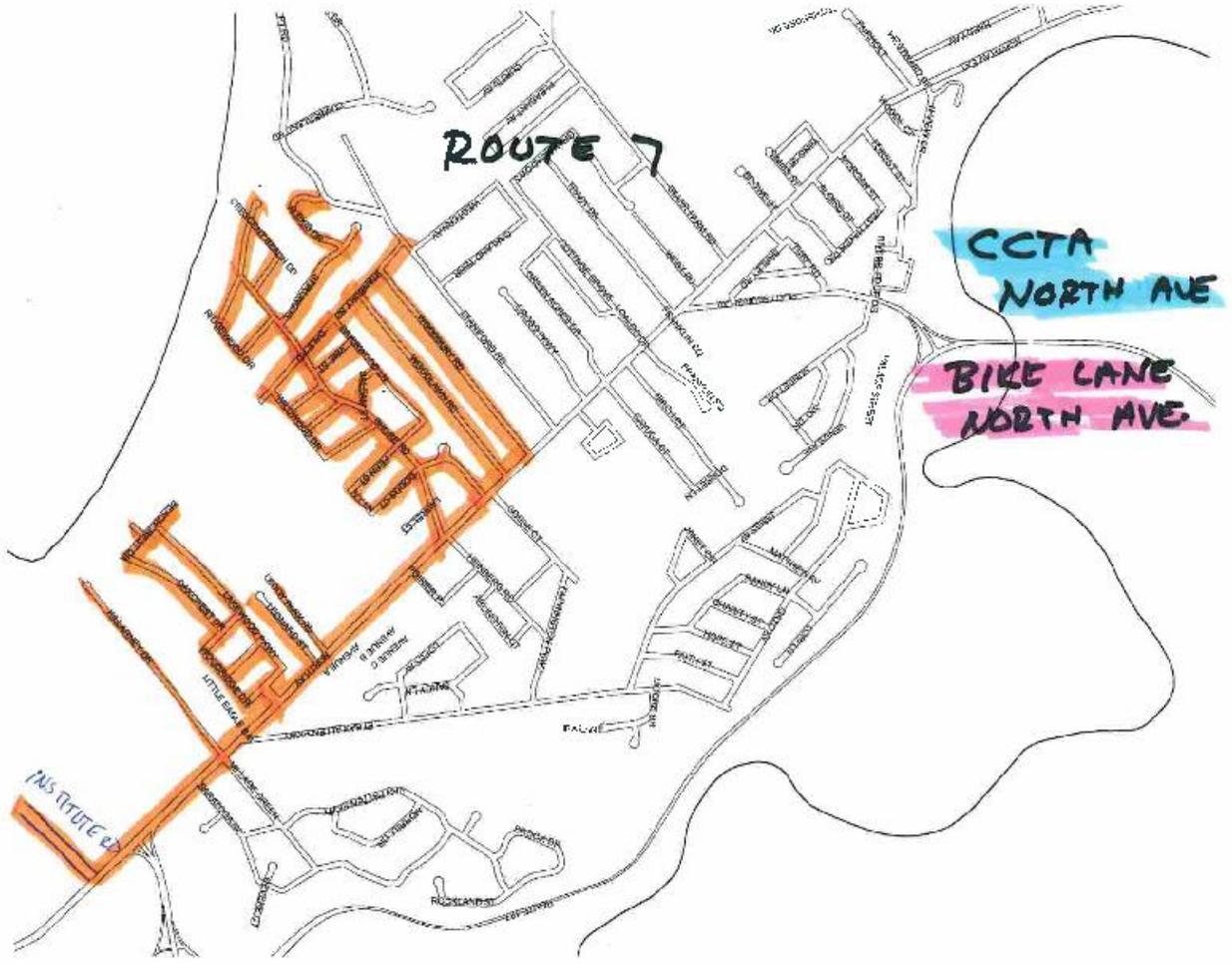
ROUTE 4

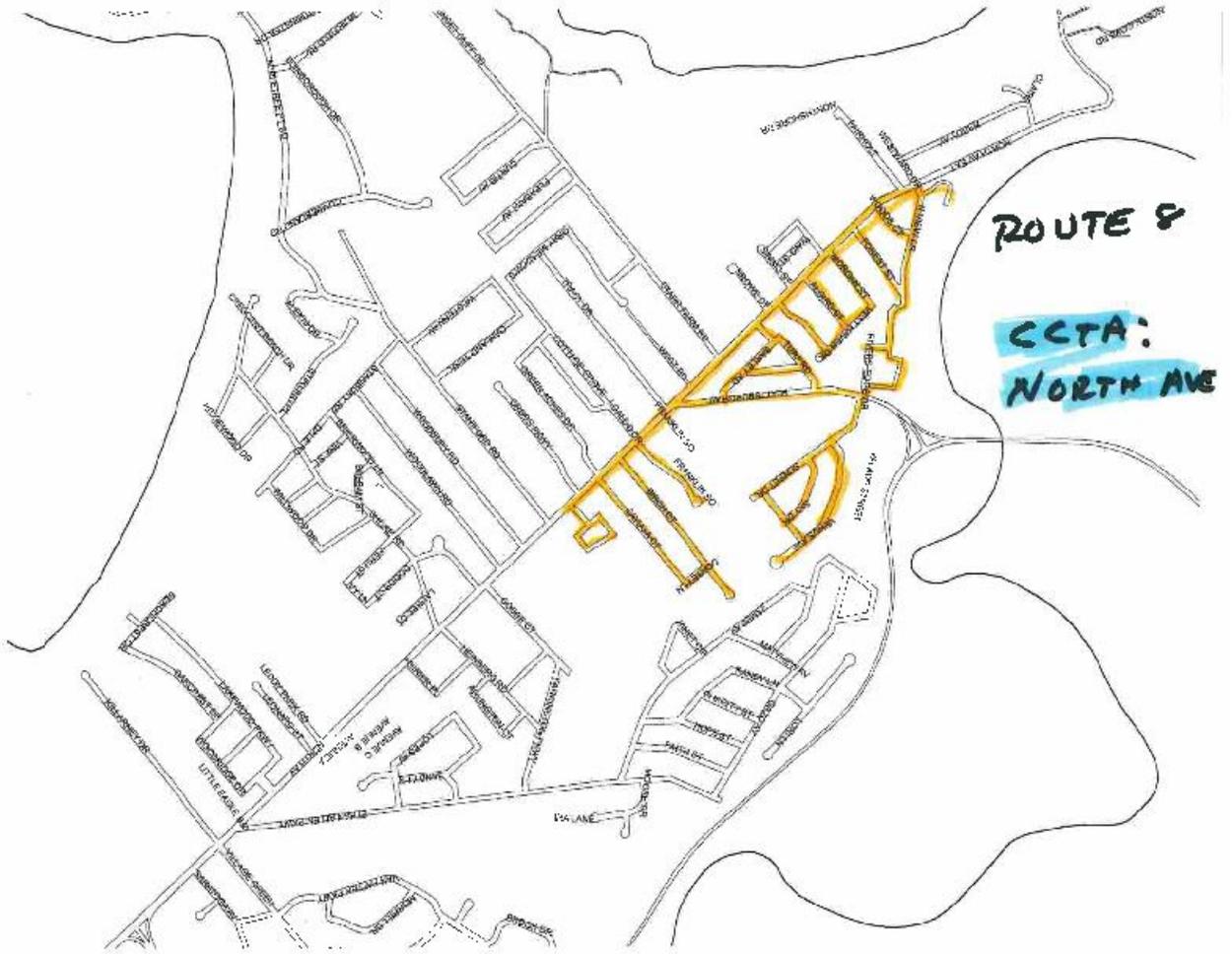


BIKE LANES
N. WILLARD ST

CCTA:
NORTH ST
RIVERSIDE AV
COLCHESTER AV







Snow and Sleet Storm, Locally Strong Winds February 12-13, 2019

Decision Support Briefing #4
As of: 3 PM Tuesday, February 12th

What Has Changed:

- ✓ No significant changes to impacts or timing.



Main Points

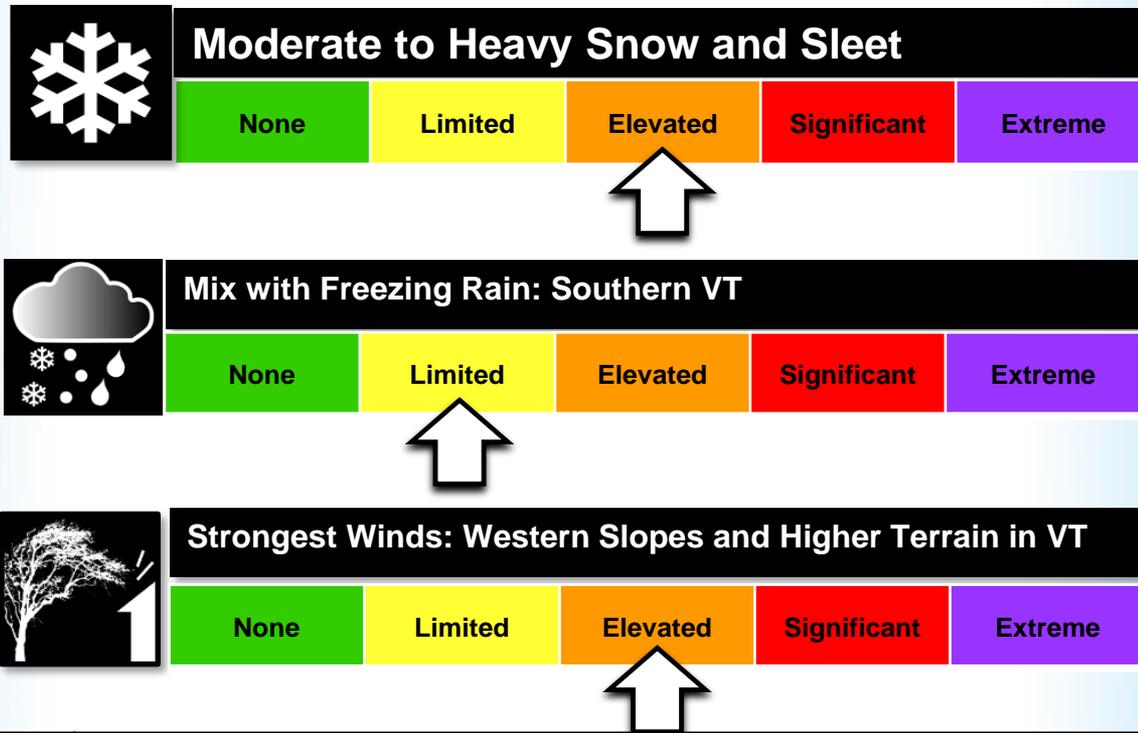
Hazard	Impacts	Location	Timing
Snow/Sleet 	<p>Widespread 5 to 12 inches, with locally higher amounts possible. Will contribute to poor road conditions.</p>	<p>All of VT and Northern NY</p>	<p>Ongoing through Wednesday</p>
Freezing Rain 	<p>Light Glaze. Will contribute to poor road conditions.</p>	<p>Mainly south of Rutland and Springfield VT</p>	<p>Tonight</p>
Wind 	<p>Gusts to 50 mph at times may create near zero visibilities at times. Isolated to scattered power outages are possible</p>	<p>Western Slopes of VT Greens and Higher elevations</p>	<p>Late this afternoon through early Wednesday morning</p>



Slow Commute

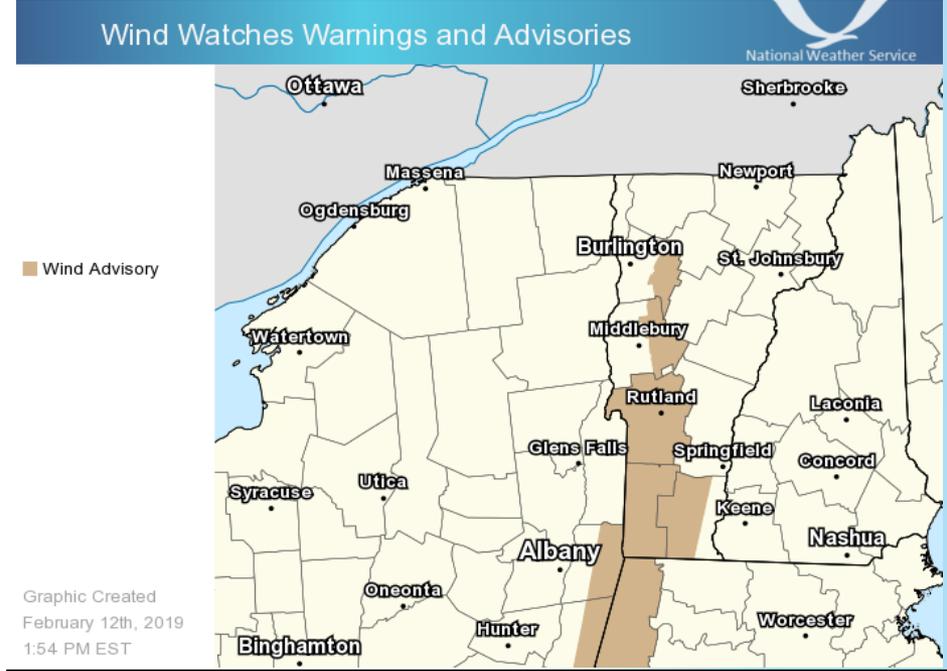
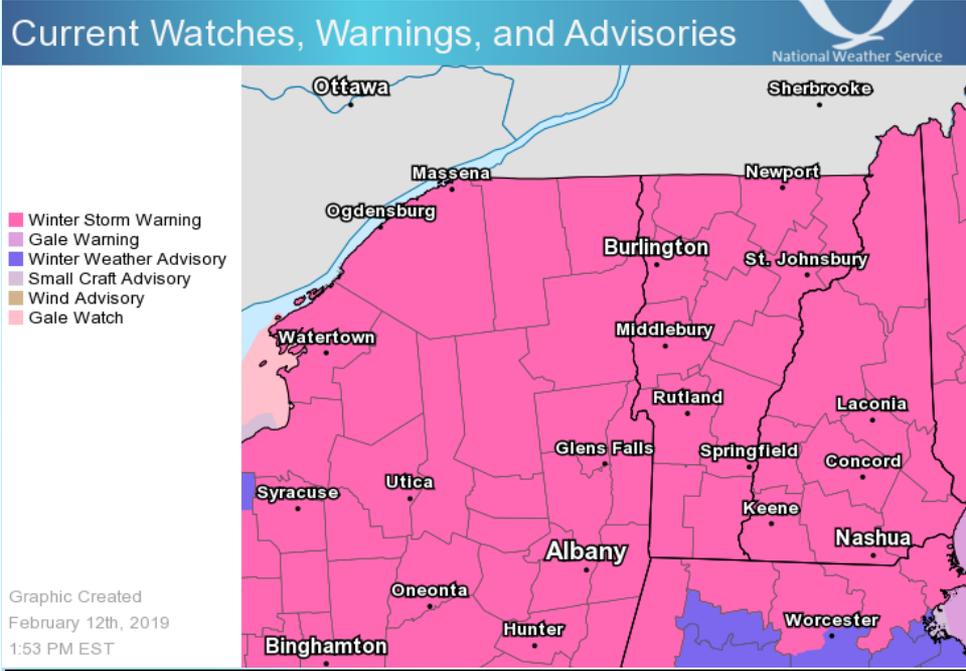
With snow/sleet covered roads and low visibility, expect a slow commute this evening and again Wednesday morning.

Summary of Greatest Impacts



Impact Descriptor	General Description of Expected Impacts
None	No Impacts
Limited	Minimal impacts expected. In general, society goes about their normal routine.
Elevated	Minor disruptions, primarily to those who were not prepared. Less than a day recovery time needed.
Significant	Definite impacts to those with little preparation. Impacts likely even with preparation. Potentially several days to recover.
Extreme	Major impacts, even with preparation. Historic event. Recovery time possibly a week or longer.

Regional Weather Alerts



Winter Storm Warnings

- ✓ Ongoing to 4 pm Wednesday
 - ✓ Bennington and Windham
- ✓ Ongoing to 4 pm Wednesday
 - ✓ All of VT and northern NY, except NE VT
- ✓ 4 pm Today to 4 pm Wednesday
 - ✓ NE VT

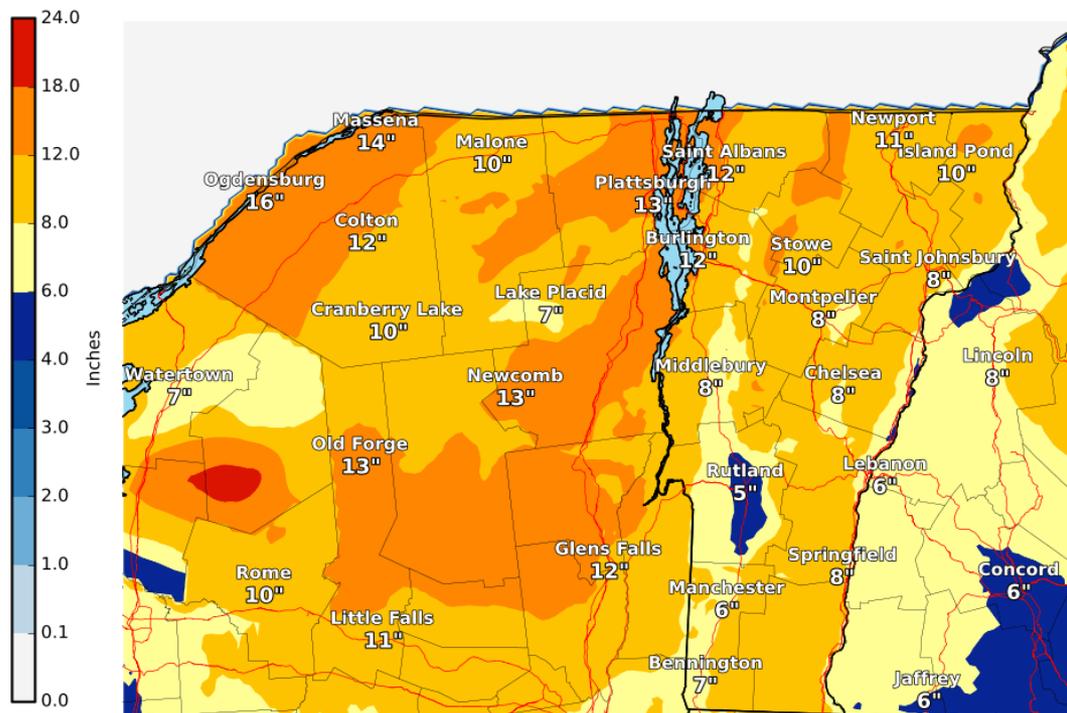
Wind Advisories

- ✓ 4 pm Today to 7 am Wednesday
 - ✓ Western Slopes of Greens VT
 - ✓ Bennington and western Windham counties

Storm Total Snow and Sleet - Official

Expected Snowfall - Official NWS Forecast

Valid: 1 PM EST February 12, 2019 to 7 PM EST February 13, 2019



National Weather Service
Burlington, VT
02/12/2019 02:19 PM EST

Follow Us:
weather.gov/Burlington/winter

- ✓ Widespread 5 to 12 inches of snow/sleet expected with some locally higher amounts possible, especially in the St. Lawrence Valley.
- ✓ Sleet expected at times tonight.
- ✓ Any freezing rain across far southern VT only a few hundredths of an inch.
- ✓ Snowfall rates in excess of 1 inch per hour this evening through early Wednesday morning.

Impacts -

- ✓ Hazardous Travel Conditions:
- ✓ Snow/Sleet Covered Roads
- ✓ Low Visibilities
- ✓ Blowing/Drifting Snow

Detailed statement and additional snowfall information can be found -

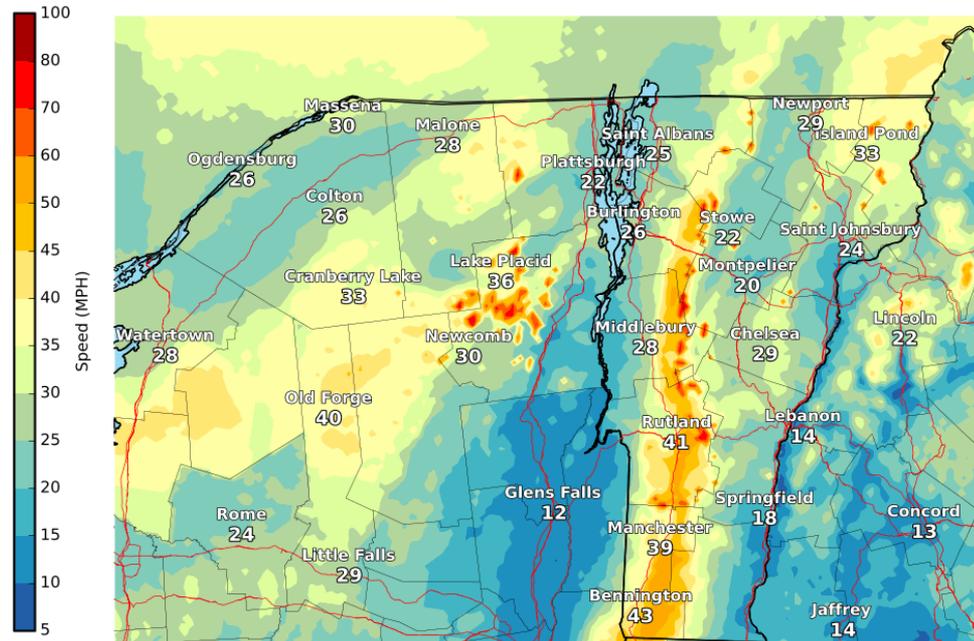
<http://www.weather.gov/btv/winter>



Peak Wind Gusts and Potential Impacts

- ✓ **Timing** - Strong winds up to 50 mph expected late this afternoon through early Wednesday morning.
- ✓ **Locations**: Higher elevations as well as the most of the western slopes of Vermont's Green Mountains.
- ✓ **Impacts**: Blowing snow creating very poor visibilities. Isolated to scattered power outages possible.

North Country Maximum Wind Gust
Valid: 4 PM EST February 12, 2019 to 7 AM EST February 13, 2019



National Weather Service
Burlington, VT
02/12/2019 02:23 PM EST

Follow Us:
weather.gov/Burlington

Wind Speeds	Potential Impacts
< 35 mph	Little impact
35-45 mph	Possible blowing of unsecured objects, Small tree limbs down, Isolated power outages possible.
45-55 mph	Several small and larger limbs and small shallow rooted trees knocked down. Scattered power outages.
55-65 mph	Numerous branches, several small trees and a few large trees knocked down. Scattered shingle and minor structural damage. Scattered to numerous power outages.
> 65 mph	Numerous trees knocked down or uprooted. Utility lines down. Scattered structural damage due to wind and fallen trees. Numerous to widespread power outages.



Storm Summary Expected Impacts

Confidence is **HIGH** that this event will occur with **ELEVATED** impacts

✓ Travel Related

- ✓ Snow/Sleet covered and slippery/hazardous road conditions
 - ✓ This evening through Wednesday morning commutes
 - ✓ Blowing snow late today through Wednesday morning



✓ Power outages

- ✓ Isolated...perhaps scattered across the western slopes of Vermont's Green Mountains late today through Wednesday morning.



Contact and Next Briefing Information

Next Briefing
When: By 6am on 2/13/2019
Method: E-mail



Detailed statement and additional snowfall information can be found -
<http://www.weather.gov/btv/winter>



Web:
<http://www.weather.gov/btv/>



Phone (UNLISTED):
(802) 863-4279 or (802) 658-0150



E-mail:
nwsbtv.info@noaa.gov



Facebook:
<https://www.facebook.com/NWSBurlington>



Twitter:
<https://twitter.com/NWSBurlington>



YouTube:
<https://www.youtube.com/NWSBurlington>

Disclaimer: *The information contained within this briefing is time-sensitive, do not use after 12 hours from issuance.*



February 13, 2019

TO: Public Works Commission

FROM: Nicole Losch, PTP, Senior Planner

RE: Parklet Pilot Program Introduction

Recommendations

No action is requested at this time.

Introduction

The Department of Public Works (DPW) and the Community and Economic Development Office (CEDO) are starting a parklet pilot program this year. A Request for Proposals (RFP) has been released as we seek proposals from a business or group of businesses for the creation of a parklet. Applications with design concepts are due on March 4, 2019 and parklets may be installed from May 1 – October 1 this year.

Parklets are public spaces created from a platform at sidewalk level that extends the pedestrian zone into the parking lane. They will cover one or two parking spaces and include an open, accessible place for people to sit, rest, gather, eat, and socialize. For the pilot, parklets may be designated for use by patrons of a particular establishment or group of businesses during their operating hours and open to the general public during all other hours, or may be open to the public at all hours. Applicants are encouraged to document support from nearby businesses and partner with others to support the design, programming, or outreach that will make the parklet successful.

A team of City staff and community partners will review and score parklet applications to select the proposals that have the most potential for success, the most demonstrated support, and balance the locations of parklets within the Downtown and Old North End. If proposals will impact metered parking, the Commission will be asked to consider parking meter removal for the duration of the pilot program. DPW and CEDO staff will return to the Commission at an upcoming meeting to consider this request.

Piloting parklets for one summer allows the City to gauge the public appetite for creating outdoor seating in place of parking. The pilot program is soliciting proposals for multiple parklet locations (up to 10 parking spaces total), both in and out of the Downtown area. The pilot will help inform the policies that should be in place to have a successful Parklet Program, and we hope that the City, as well as the applicants, will be able to learn from this experience to inform any future Parklet Program that may follow.

More information on the RFP, the design guidance, and examples of parklets can be viewed at <https://www.burlingtonvt.gov/rfp>. DPW and CEDO staff will present additional information at the February 2019 Commission meeting.

Burlington Department of Public Works Commission Meeting
Draft Minutes December 19, 2018
645 Pine Street – Main Conference Room

Commissioners Present: Tiki Archambeau, Solveig Overby, Brendan Hogan,
Bob Alberry, Justine Sears by phone.

Commissioners Absent: Jim Barr, Chris Gillman

Item 1 – Call to Order – Welcome – Chair Comments

Commissioner Archambeau called the meeting to order at 6:32 p.m.

Item 2 – Agenda

Commissioner Overby commented on consent Agenda Item 4(A). North Winooski Ave crosswalk has location issues that are challenging and would like them to be addressed as part of the parking update.

Director Spencer recommended switching items 5 and 6 to accommodate the residents that were here to speak at the Public Forum.

Commissioner Alberry makes a motion to approve the agenda with items 5 and 6 reversed.

Commissioner Hogan seconds.

Action taken: Roll call vote - motion approved;
“Ayes” are unanimous.

Item 3 – Public Forum

Tony Redington, Ward 2, Andy Simon, Ward 5, Jack Daggitt, Ward 3, Charles Simpson, Ward 6 and Robert Herendeen, Ward 4 all speak regarding Agenda Item 6 – Roundabouts in Burlington.

Item 4 – Consent Agenda

- A. 30 Minute Parking on North Winooski Ave
- B. St. Paul Street Construction Parking

Commissioner Alberry made a motion to accept Consent Agenda
Commissioner Hogan seconded

Action taken: Roll call vote - motion approved;

“Ayes” are unanimous

Item 5 – Roundabouts in Burlington

A. Senior Planner Losch presented on roundabouts in Burlington. A description of Roundabouts and other circular intersections was provided. Planning studies and intersection projects that considered Roundabouts were discussed. Senior Engineer Wheelock answered questions regarding the Shelburne Street roundabout project.

B. Commissioner Discussion:

Commissioner Hogan – asked if Battery St & Maple St or Winooski Ave were considered for a roundabout?

Senior Planner Losch responded not for that signalization specifically. Director Spencer stated that intersection is part of the Railroad Enterprise project connecting Battery St to Pine St.

Commission Overby – appreciates the Departments evaluation but encourages the City to proceed with roundabouts whenever possible.

Commissioner Alberry was supportive of staff's work.

Commissioner Archambeau – Appreciates all of this work and the Commission's discussion.

C. Public Comment – Andy Simon, Ward 5 & Charles Simpson, Ward 6 spoke in favor of more roundabouts.

Item 6 – 2018 Construction Season Recap

A. Presentation by Director Spencer and Public Information Manager Rob Goulding – outlining the accomplishments of the team this year on City projects. Progress includes DPW hitting most of our production goals for this season, from tripling the amount of sidewalks that were replaced and adding pedestrian signals and crosswalks. Updates can be found on the BTV Construction Portal.

B. Commissioner Discussion:

Commissioner Archambeau asked for clarification on sidewalk cutting.

Commissioner Overby said it's great for people to be able to see accomplishments.

Commissioner Alberry – Great job everyone and wished everyone and their families Happy Holidays!

Commissioner Hogan – Asked if there was a budgetary or policy reason why bike measurements were on a separate page and not with the capital reinvestment metrics?

C. There were no public comments.

Item 7 – Approval of Draft Minutes of 11-28-18

Commissioner Overby asked to have her comment regarding permit reform added to November minutes. Commissioner Overby provided proposed edits in writing.

Commissioner Alberry made a motion to accept minutes with Commissioner Overby's edits. Commissioner Hogan seconded.

Action taken: vote -motion approved;
"Ayes" are unanimous

Item 8 – Director's Report

Director Spencer stated that there are currently 46 Traffic requests in queue. Will be bringing a more extensive bi-annual report to the Commission early in 2019.

The Champlain Parkway compensation hearing with City Council went smoothly on December 17. The Council voted positively for compensation recommendations.

Permit reform – The City Council voted to advance language for the March Ballot to merge Zoning, Code Enforcement and Inspection Services. DPW is currently working with an architect on the redesign of the 645 Pine Street building to accommodate Permit Reform and other potential operational improvements.

Commissioner Overby asked if there were any outstanding lawsuits for the Champlain Parkway. Director Spencer answered yes.

Item 9 – Commissioner Communication

Commissioner Overby shared a picture of a mother with her two little kids using the protected bike lane on South Union St and how it is working.

Commissioner Hogan – Great job for updates and hard work this year. Noticed a couple of open job descriptions. Do we have what we need?

Assistant Director Baldwin stated that this is the first time in a long time that Engineering will be fully staffed beginning in January 2019.

Item 10 – Adjournment

Commissioner Alberry motioned for adjournment

Commissioner Hogan seconded

All were in favor.

Meeting adjourned at 8:37 p.m.

Burlington Department of Public Works Commission Meeting
Draft Minutes January 16, 2019
645 Pine Street – Main Conference Room

Commissioners Present: Bob Alberry, Tiki Archambeau, Jim Barr, Chris Gillman, Brendan Hogan, Solveig Overby

Commissioner Absent: Justine Sears

Item 1 – Call to Order – Welcome – Chair Comments

Chair Archambeau called the meeting to order at 6:34 p.m.

Item 2 – Agenda

Commissioner Barr made a motion to accept the agenda

Commissioner Alberry seconded

Unanimous approval

Item 3 – Public Forum (3 minute per person time limit)

Kristen Merriman Shapiro from the CEDO office came down to look for some insight on the new proposal for the Moran Plant.

.

Item 4 – Consent Agenda

A. 531 South Union Street Crosswalk Parking Prohibition

Commissioner Gillman made a motion to accept Consent Agenda

Commissioner Barr seconded.

Unanimous approval

Item 5 – Storm Water Billing Appeal – 403 College Street

Michael Johnson, Appellant, stated that he is appealing the extra storm water charge to this address. Mr. Johnson said all the parking lots have impervious surfaces and he would like to know who determines if a property has impervious surfaces. How does a person determine this is an impervious surface if no one has come out to inspect the property and all they are going by is an aerial photo that was taken years ago?

Assistant City Attorney Nick Lopez was present at this meeting as well as Jenna Olson who the Storm Water Manager for the City of Burlington. Mr. Lopez asked Ms. Olson several questions which she answered fully and completely. The Burlington City Ordinance is clear on impervious surfaces which follows State and Federal guidelines as well. We are requesting the fees for this property.

Appellant would like a test to show that it is impervious material.

The Commission will make a final decision in a closed session after the meeting. A decision will be mailed to the appellant.

Item 6 – Semi Annual Traffic Request Status Report – Phillip Peterson

Phillip Peterson of the Engineering Department stated that we have 33 traffic request currently that are open and most of these request as for sidewalk.

Mr. Peterson also stated that there are issues for Resident Only Parking on the corner lots in the city that we are currently working through.

Mr. Peter Hudson who is a resident of Adams Street would like to see their street be resident only but was not aware of there being designated areas for parking. He has been working with Mr. Peterson on this issue and they will continue to work on it.

Item 7– State of Downtown Parking System – Patrick Mulligan & Alex Buntun

Assistant Director Mulligan gave a Power Point presentation in which he an overview of the downtown parking system, including changes in parking enforcement hours.

Assistant Director Mulligan also provided information on the parking garages and the capacity that they are used.

Item 8 – Approval of Draft Minutes of 12/19/18

Commissioner Archambeau had four issues that he wanted changed from the December minutes:

- Part of the date in the draft minutes of December 19, 2018 had been cut off
- Item 5 Commissioner Hogan asked a question and Commissioner Archambeau would like to see the answer/update to the question.
- Item 8, regarding permit reform the replace we specifically refers to in the second sentence.
- Item 9 Commissioner Hogan asked if we have what we need for job descriptions. Request for an answer as well as who we refers to.

Item 9 –Director’s Report

Director Spencer stated that most of his items for his report were covered in the meeting
Director Spencer also stated that we have hired two new Engineers and that we now have a full staff for the Engineering Department

Item 10 – Commissioner’s Communications

Commissioner Alberry stated that the traffic on St. Paul Street north to Main Street is one way traveling south. During peak, traffic hours, this leaves traffic backed up in the neighborhood. He was wondering if the one way could be changed, as most of the traffic is southbound.

Commissioner Barr stated that at the Ward 1 NPA meeting, he was asked about the flashing beacons and also stated that the sign for Yield to Pedestrians at Bilodeau Court needs to be replaced.

Commissioner Hogan asked about the crosswalks on Pine Street.
Also asked about developing reliable metrics the bicycle infrastructure – and using Open Streets maps as a community resource.

Commissioner Overby made a recommendation to more widely share the information that was on our website for building stormwater-friendly driveway.

Commissioner Archambeau stated that there was a forest growing between sidewalk slabs in front of 46 Walnut Street.
There is just a sign post at the intersection of Ward Street and Manhattan Drive with no sign on it. Curious why that is and if posts and signs could be coordinated to go in at the same time.
Asked about the timing for the traffic light on North Champlain Street near the Sustainability Academy.
Commissioner Sears is resigning from the Commission effective tonight

Item 11 – Adjournment and Next Meeting Date – February 20, 2019

Commissioner Barr motion to adjourn
Commissioner Alberry seconded
Unanimous

Adjournment was at 9:03 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: February 14, 2019

VICE CHAIR ELECTION:

With Justine Sears stepping down from the Commission, the position of Vice Chair is open. In conferring with Chair Archambeau, we have added the election of the Vice Chair to the agenda. If you have any questions about the opportunity, feel free to reach out to Chair Archambeau or me.

STAFFING CHANGES:

- I regret to inform the Commission that Assistant Director Patrick Mulligan resigned from his position and his last day was February 4. We have moved quickly to bring in an Interim Assistant Director and I'm pleased to let you know that former DPW Commission Chair Jeff Padgett has been hired to fill the role.
- We also have had a number of hires in the Technical Services' Engineering team over the past few months. We are very pleased that the Planning & Engineering team is fully staffed for the first time in many years. It will position us well for the increased capital project work in the pipeline as a result of the City's Sustainable Infrastructure Plan. You will hopefully have the chance to meet Olivia Darisse and Madeline Suender in the coming months.

TRAFFIC REQUESTS:

As of 02/04/19, we have 32 traffic requests in queue. As the Commission reviewed at the January Commission meeting, many of the outstanding requests are related to crosswalks and staff is working to update our policies so we can efficiently address these requests.

WATER RESOURCES UPDATES:

After the positive November 2018 vote on the Water Quality Resiliency Plan's \$30M bond, our Engineers have been working to advance the high priority wastewater treatment plant (WWTP) reinvestment projects. We plan to provide a thorough update to the Commission in the spring or early summer. On the Water billing front, we are continuing our Phase II meter assessment of all accounts with a 1" or larger meter. We will plan on a comprehensive billing update later in the year.

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