



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A  
Post Office Box 849  
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**Chapin Spencer**  
*DIRECTOR OF PUBLIC WORKS*

# MEMORANDUM

TO: PUBLIC WORKS COMMISSION  
FM: CHAPIN SPENCER, DIRECTOR  
DATE: NOVEMBER 9, 2017  
RE: PUBLIC WORKS COMMISSION MEETING

Enclosed is the following information for the meeting on November 15, 2017 at 6:30 PM at **645 Pine St – Main Conference Room**

1. Agenda
2. Consent Agenda
3. Enforcement Hour Changes to Meter Parking
4. Sale of Pearl St Lot
5. Driveway Standards
6. Approval of Draft Minutes of 10-18-17

**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.



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**Chapin Spencer**  
*DIRECTOR OF PUBLIC WORKS*

## **M E M O R A N D U M**

To: Hannah Cormier, Clerks Office  
From: Chapin Spencer, Director  
Date: November 9, 2017  
Re: Public Works Commission Agenda

Please find information below regarding the next Commission Meeting.

Date: **November 15, 2017**  
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 10 Min Public Forum (3 minute per person time limit)
- 4 5 Min Consent Agenda
  - A Traffic Status Report
  - B Champlain College Eagles Landing Parking Revision
  - C UVMMC Parking Agreement

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- 5 30 Min Enforcement Hour Changes to Meter Parking  
A Communication, P. Mulligan & D. Wrightson (BBA)  
B Commissioner Discussion  
C Public Comment  
D Action Requested – Vote
- 6 25 Min Sale of Pearl Street Lot  
A Communication, P. Mulligan & N. Mackay (CEDO)  
B Commissioner Discussion  
C Public Comment  
D Action Requested – Vote
- 7 20 Min Driveway Standards  
A Communication, N. Baldwin  
B Commissioner Discussion  
C Public Comment  
D Action Requested – Vote
- 8 30 Min Great Streets –Standards Presentation  
A Oral Presentation, L. Wheelock  
B Commissioner Discussion  
C Public Comment  
D Action Requested – Vote
- 9 30 Min Amtrak Storage & Servicing Study  
A Oral Presentation, S. Molzon & D. Saladino, VHB  
B Commissioner Discussion  
C Public Comment  
D Action Requested – None
- 10 5 Min Approval of Draft Minutes of 10-18-17
- 11 10 Min Director's Report
- 12 10 Min Commissioner Communications
- 13 **Adjournment & Next Meeting Date – December 20, 2017**



MEMORANDUM

November 9, 2017

TO: Public Works Commission  
FROM: Phillip Peterson, DPW Engineering Technician  
CC: Norm Baldwin P.E., City Engineer  
RE: Traffic Request Status Report

*PMA 11/9/17*

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Number of Requests 10/12/17 =	54
New Requests since 10/12/17 =	6
Requests closed since 10/12/17 =	0
Number of Requests 11/09/17 =	60

**RFS BREAKDOWN BY TYPE\***

Accessible Space:	3
Resident Only Parking:	6
Crosswalks:	24
Driveway Encroachments:	2
Signage:	11
Loading Zone:	3
Area/Intersection Study:	4
Parking Prohibition:	3
Bus Stop:	0
Geometric Issues:	3
Parking Meters:	1
Other:	0
<hr/> TOTAL:	60

*NB 11/9/17*



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## MEMORANDUM

To: DPW Commissioners

Fr: Chapin Spencer, Director  
Patrick Mulligan, Assistant Director – Parking & Traffic

Re: **Public Parking Allocation at Champlain College Eagles Landing Project**

Date: November 7, 2017

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Attached, please find the communication from Champlain College seeking to revise its public parking plan for the Eagles Landing project.

As you may recall, the DPW Commission at its December 6, 2016 meeting recommended selling the city-owned Brown's Court surface parking lot to Champlain College consistent with the terms presented in the Commission packet. Included in the packet was a description of the public parking plan as approved in the project's Development Review Board permit. The DRB permit stated "spaces of on-site parking located at the Project shall be made available to the general public pursuant to the City permit conditions, of which at least 40 spaces shall be available to the general public nights, weekends, and holidays, and another 25 spaces shall be available to the general public at all times."

Champlain College now wants to revise the public parking arrangement and needs concurrence from the DPW Commission and the Development Review Board. DPW staff has reviewed the new proposal and found it to be more favorable for the City than the original. The proposal provides:

- ) a greater number of public spaces available 24/7 (53 vs. 20)
- ) a higher number of spaces available during peak parking times, and
- ) a better customer experience with all spaces consistently public or private (the previous proposal had a majority of the on-site spaces public during part of the day and private at other times which is difficult for the public and the facility operator to navigate).

These and other benefits are detailed in the College's memo.

**Staff recommends the DPW Commission approval the following motion:**

**To support Champlain College's revised public parking plan for the Eagles Landing project as detailed in their October 31, 2017 memo where at least 53 on-site parking spaces will be made available to the public at all times and recommend the Development Review Board approve this modification to the project's permit.**

Feel free to contact us with any questions prior to the Commission meeting.

## MEMORANDUM

**TO:** Public Works Commission  
**FROM:** John Caulo, Associate Vice President - Campus Planning and Auxiliary Services  
**CC:** Chapin Spencer, Director DPW  
**RE:** Public Parking Allocation at Eagles Landing, 194 St. Paul Street  
**DATE:** 31 October 2017

### Request

Please consider this correspondence a request of Champlain College to obtain Commission approval to modify a public parking allocation agreement between the City and the College for parking spaces located at *Eagles Landing*, the mixed-use student apartment building currently under construction at 194 St. Paul Street.

### Background

The origin of this parking allocation discussion dates back to early 2014 when Champlain College made application to the City Development Review Board (DRB) for permission to construct *Eagles Landing*. The Project design included a sixty-five foot (65') building height, which required a 20-foot height bonus from the DRB as the maximum building height limit in that zone district was forty-five feet (45'). At the time of our permit review, the Ordinance provided applicants wishing for utilize the height bonus provision of the Code with three (3) options:

1. Construct an energy efficient (LEED certified) building
2. Install public art to some agreed upon standard
3. Provide public parking as contained in our permit

The College elected Option 1, and an application was submitted based on the LEED-certified bonus provision. However, while we were in the middle of the permit review process, that specific bonus provision (which for some unknown reason contained a sunset date) elapsed, eliminating our ability to take advantage of the LEED certification height bonus. After conferring with the P&Z staff, the next best option was to use the parking provision as it proved to be the least disruptive to the ongoing permit process.

### Parking Allocation Language in Eagles Landing Development Agreement

The parking allocation language contained in the *Eagles Landing* Development Agreement between the City and Champlain follows the bonus provision language contained in the Zoning Ordinance: 25 parking spaces shall be available to the public at all times, and another 40 spaces shall be available to the general public nights, weekends and holidays.

### Proposed Re-Allocation of Public Parking Spaces

Both City staff (DPW and CEDO) and the College agree that a re-allocation of parking spaces would advance the interests of both parties without compromising the intent of the Development Agreement. The collective goal is to ensure that any modification does not decrease the level of public parking benefit that existed prior to the sale of the Browns Court Parking lot. In fact, the proposed reallocation will result in more public parking (53 spaces) than existed at the former Browns Court parking lot (40 spaces).



The attached Table analyzes the public benefit of the current parking allocation on an hourly basis in order to establish a benchmark (“Total Public / Private Parking Hours”) to evaluate the impact of the proposed re-allocation. In other words, the table reflects a balancing of the amount of public/private parking hours proposed in the re-allocation with the amount of public/private parking hours contained in the Development Agreement.

The upper portion of the Table focuses on the parking hours contained in the Development Agreement, and the lower portion is based on the proposed re-allocation. Salient points include:

- Both allocations result in almost identical amounts of “Total Public/Private Parking Hours” of public benefit.
- The proposed re-allocation results in an increase of public parking available at all times from 25 spaces to 53 spaces, an increase of 112%.
- The proposed re-allocation results in more hours of public parking available during peak times.
- The proposed re-allocation results in a more customer friendly management arrangement by having an increased quantity of parking spaces available to the public 24/7 (i.e., less confusion in signage and communication).
- Included in the re-allocated 53 “Public” parking spaces is one (1) public *Car Share* space and two (2) public parking spaces for short-term (15 minute +/-) loading and unloading.
- The balance of the parking spaces at *Eagles Landing* would be dedicated to Champlain to be used for a variety of private, project-related parking demands, including Retail tenant operators; property management and security staff; professional residential staff and resident parking for the properties along Browns Court.

Assuming the Commission supports this re-allocation, the College will seek to obtain similar approval from the DRB as well as the City Council to revise the language contained in the Development Agreement. We will also require sign-offs from Parties to the Settlement Agreement.

We appreciate the support of DPW Director Chapin Spencer and his team in working through the details of this proposal, and believe we have a re-allocation formula that advances the interest of both Parties while maintaining the public interest of the Development Agreement language. Thank you.

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	<u>Spaces</u>	<u>Hours</u>	<u>Rates</u>	<u>Days/wk</u>	<u>Parking Hrs / Wk</u>	<u>Parking Hrs / Yr</u>	<u>Percent</u>
<b>DEVELOPMENT AGREEMENT - ALL HRS</b>							
Weekday day public parking (7am-5pm)	25	10		5	1,250	65,000	
Weekday nights public parking (5pm to 7am)	65	14		5	4,550	236,600	
Weekends	65	24		2	3,120	162,240	
<b>Total Public Hours</b>					<b>8,920</b>	<b>463,840</b>	<b>80.4%</b>
Weekday day private parking (7am-5pm)	41	10		5	2,050	106,600	
Weekday nights private parking (5pm - 7am)	1	14		5	70	3,640	
Weekends	1	24		2	48	2,496	
<b>Total Private Hours</b>					<b>2,168</b>	<b>112,736</b>	<b>19.6%</b>
<b>Total Public and Private Hours / Year</b>						<b>576,576</b>	

	<u>Spaces</u>	<u>Hours</u>	<u>Rates</u>	<u>Days/wk</u>	<u>Parking Hrs / Wk</u>	<u>Parking Hrs / Yr</u>	<u>Percent</u>
<b>PROPOSED: 53 SPACES 24/7 EXCLUSIVE - ALL HRS</b>							
Weekday day public parking (7am-5pm)	53	10		5	2,650	137,800	
Weekday nights public parking (5pm to 7am)	53	14		5	3,710	192,920	
Weekends	53	24		2	2,544	132,288	
<b>Total Public Hours</b>					<b>8,904</b>	<b>463,008</b>	<b>80.3%</b>
Weekday day private parking (7am-5pm)	13	10		5	650	33,800	
Weekday nights private parking (5pm - 7am)	13	14		5	910	47,320	
Weekends	13	24		2	624	32,448	
<b>Total Private Hours</b>					<b>2,184</b>	<b>113,568</b>	<b>19.7%</b>
<b>Total Public and Private Hours / Year</b>						<b>576,576</b>	



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**Chapin Spencer**  
*DIRECTOR OF PUBLIC WORKS*

**MEMORANDUM**

To: DPW Commission  
From: Patrick Mulligan, Assistant Director  
Re: **University of Vermont Medical Center Parking Agreement**  
Date: November 6, 2017

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At the January 18, 2017 Department of Public Works Commission meeting, the DPW Commission approved a parking agreement with UVMCM for 300 parking licenses in the Lake View Garage. These licenses were to commence in 2019 upon the completion of the Burlington City Place project (formerly the Burlington Town Center). UVMCM was to accept 300 parking licenses within the first 90 days after the issuance of the first license. The original contract was approved for execution by the Commission, but had not been signed due to UVMCM's changing needs and the transition with the Assistant Director position.

With the additional parking added to the Burlington City Place development project due to the settlement agreement and a reevaluation of UVMCM's initial needs, UVMCM would like to decrease the total number of initial parking licenses to 100 with incremental add-ons of 25 parking licenses with a maximum of 300. All other terms of the agreement and pricing schedules remain the same. DPW staff prefers the revised terms as we don't have to manage other parking agreements to accommodate the 300 spaces all at once when Burlington City Place opens.

We ask that you approve the request, direct Chapin Spencer, Director of Public Works to work with the City Attorney to change the language in the contract to reflect the requested change and execute the contract on behalf of the City of Burlington. The proposed modifications to the agreement are attached.

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

This parking agreement is entered into by the City of Burlington ("City"), by and through its Department of Public Works, and The University of Vermont Medical Center ("UVMC"), a Vermont non-profit corporation with a principal place of business at 111 Colchester Avenue, Burlington, Vermont. In consideration of the respective mutual responsibilities to be undertaken, the Parties agree as follows:

1. City shall provide to UVMC parking licenses for ~~3100~~ 100 designated UVMC employees for use at the College Street or Lakeview parking garages at the standard monthly rate being offered by the City at the time that UVMC employees begin their occupancy of offices in the Burlington Town Center projected to be in 2019, or at a rate of \$88 per month for a Monday to Friday license and \$106 per month for a Monday to Saturday license, whichever is lower. Such license may be indicated via a card, decal, hangtag, entry on a license plate registry or other means of identifying authorized permit holders to the Parking and Revenue Control System in effect at the time. This rate shall remain in effect until two years after the issuance of the first monthly parking card issued under this agreement at which time the rate shall become the market rate in the facility at that time, and shall be subject to all future changes in the facility market rate.
2. The City shall make good faith efforts to accommodate future increases in UVMC parking demand in 25-license increments under this agreement up to a maximum of 300 licenses.
3. UVMC agrees that the billable term of each issued license begins on the day that license is issued to UVMC. UVMC also agrees that within 90 days following the issue of the first license issued under this agreement all 300 licenses ~~all 100 licenses~~ shall be issued and billable with incremental additions of 25 parking licenses with a maximum of 300.
4. Monthly parking licenses are restricted to Monday through Friday or Monday through Saturday, whichever is applicable. No overnight parking is permitted as part of this agreement. Only currently registered vehicles that are legally allowed to be operated on the public streets and ways are licensed by a monthly parking license to be parked within these garages. A vehicle may be removed at the owner's expense as long as 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.
5. A monthly parking license licenses designated UVMC employees to self-park and lock one vehicle in an available, not-being-used parking space in these garages. The City reserves the right to manage parking in its facilities in the best interests of the City; UVMC acknowledges and agrees that this may require some of its employees' vehicles to use another parking facility or be relocated if necessary. UVMC license holders who are unable to park in the Lakeview or College Street garages due to full occupancy in those garages will be authorized to park in the Marketplace Garage at no additional cost. In the event all City garages are at capacity the City and UVMC will work together to develop a plan for parking in City surface lots until capacity becomes available. This agreement does not reserve any parking space for monthly parking license holders. The City does not guarantee the availability of a space by reason of this agreement and on those occasions when the all garages and surface lots are full, monthly patrons shall either wait their turn to gain entrance or find alternative parking.
6. Parking is at the UVMC employee's sole risk. The City does not guard or assume care, custody or control of the vehicle or its contents and is not responsible for fire, theft, damage or loss not directly resulting from the willful misconduct or negligence of the City. No bailment is created.

7. UVMMC agrees that as a condition of the issuance of a license the employee license holder shall report any damage that the cardholder's vehicle causes to the facility, including but not limited to the leaking of any chemicals, oil, gas or antifreeze. If it is determined that a vehicle is leaking, the vehicle may be removed at the owner's expense as long as reasonable efforts were made by the City to notify the owner about the leak and the requirement to remove the vehicle from the premises within a reasonable time, such time to be stated in the notice and to correspond to the circumstances of the leak. Notwithstanding this notice requirement, in the event of a threat of imminent danger to life or property, a vehicle may be removed at owner's expense without notification of the owner. After the discovery of a leak, the license to park the vehicle in the garages shall be suspended until the City is provided with written proof that the necessary repairs to the vehicle were made to prevent further leakages. Vehicles whose license to park is suspended may be removed at the owner's expense if the vehicle is found in a garage while the license is suspended. The suspension of the license to park shall not suspend the obligation of UVMMC to pay the fee for the license.

8. Monthly parking licenses are for the exclusive use of the assigned license holder. Licenses shall not be loaned, altered, transferred or sold. UVMMC agrees that misuse of a license shall be deemed as theft of services and the licensee shall be locked out and parking privileges in the garages rescinded.

9. UVMMC understands and will inform its employees that compliance with instructions for the use of licenses is a condition of its use. If a license holder fails to properly comply with use instructions the maximum daily fee will be assessed.

10. This agreement will remain in effect for five (5) years from date of issuance of the first monthly parking license issued under this agreement with an automatic five (5) year extension unless either party objects in writing six (6) months in advance of the original term's expiration. UVMMC may terminate this agreement by giving at least twelve (12) full months written notice to the City. UVMMC may terminate up to 25% of their total individual licenses held on 1 January within a calendar year by providing sixty (60) days notice to the City. The number of parking licenses subject to this agreement will be permanently reduced by the number of licenses terminated by UVMMC.

11. This agreement may not be modified except by a written instrument executed by both parties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017 in Burlington, VT.

UVMMC

By:

City of Burlington

By:

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Chapin Spencer, Director  
Department of Public Works  
City of Burlington, VT

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public. County of \_\_\_\_\_ State of Vermont.

My Commission expires \_\_\_\_\_.

Signature \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public. County of \_\_\_\_\_ State of Vermont.

My Commission expires \_\_\_\_\_.

Signature \_\_\_\_\_

Chapin Spencer  
Director of Public Works

Patrick Mulligan  
Assistant Director DPW  
Parking & Transportation



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Email: pmulligan@burlingtonvt.gov

## Memorandum

**To:** Public Works Commission  
**From:** Chapin Spencer, Director  
Patrick Mulligan, Assistant Director  
**Date:** November 15, 2017  
**Re:** Proposed On-Street Parking Enforcement Hour Changes

This memo proposes parking enforcement hour changes for Burlington's on-street meters for approval by the Commission at its November 15 meeting. The last on-street enforcement change occurred in Fall of 2014. We installed approximately 300 smart meters in a newly-designated 'Downtown Core', adjusted the rate for these meters to \$1.50 per hour, extended enforcement until 10pm just in this area, and allowed for unlimited parking duration for the smart meters. Those changes were driven, in part, by the **Downtown Parking Improvement Initiative** - a public/private partnership between the Burlington Business Association (BBA), the Community Economic & Development Office (CEDO) and the Department of Public Works. This initiative and partnership was originally launched by a City Council [resolution](#) in November 2013. Our partnership's work is now driven by the [Downtown Parking & Transportation Management \(DPTM\)](#) plan which was published in December 2015. The primary goals established in the plan are:

- **A Vibrant Downtown** – The downtown parking and transportation system resources must be maximized to ensure the continued vitality of downtown Burlington
- **Great Customer Service** – The parking system is often the first and last impression for people driving downtown. These experiences should be consistently positive and dependable.
- **A Sustainable System** – The parking system must minimally generate sufficient revenues to meet its operational and maintenance needs while aiming to also support downtown infrastructure and marketing.

The Downtown Parking Improvement Initiative has already brought forth improvements to the parking and transportation system in Burlington. Details of these improvements are highlighted in our [Memo](#) to the Board of Finance and City Council, as well as, the BBA's FY'17 Downtown Parking & Transportation Management [Annual Report](#). The hyperlinked documentation can be found on [www.parkburlington.com](http://www.parkburlington.com), on the "Library" page under the "About Us" tab.

Building on our FY'17 accomplishments with the BBA and our other partners, our [FY'18 Workplan](#) was unanimously passed at both the Board of Finance and City Council meetings on July 10, 2017. Task 4 of our FY'18 Workplan relates to on-street meter improvements. Using the data collection strategy set forth in the DPTM plan, adjusted for current enforcement hours, our goal was to take a data driven approach to analyzing current utilization rates in the downtown core and

proposing changes that ensure efficient turnover during high demand periods. Consistent with industry standard, the DPTM's goal for parking utilization rates is 85% and we used this rate as a benchmark during our data analysis.

It's important to note that the initial enforcement hour change from 6pm to 10pm in the downtown core, among other concurrent changes outlined above, was intended to ensure turnover in prime parking spots downtown; this proposal aligns with the Phase 3 recommendation in the DPTM plan (p. 4) of continuing to adjust meter enforcement hours to reach the desired 85% occupancy.

## On-Street Utilization Data & Recommendations:

### *Approach*

Following the data collection strategies set forth in the DPTM plan, DPW's team collected on-street meter counts in both the [DPTM Study Area](#) and separately in the [downtown core](#) only. Data was collected between February and September of 2016 and between June and October of 2017. The schedule for on-street meter counts was primarily:

- **2nd Thursday of Month**
  - Morning (~8am start time)
  - Afternoon (~12pm start time)
  - Evening
    - 6-7pm start time
    - 8-9pm start time
- **2nd Saturday of Month**
  - Morning (~8am start time)
  - Afternoon (~12pm start time)
  - Evening
    - 6-7pm start time
    - 8-9pm start time
- **2nd Sunday of Month**
  - Afternoon (1pm start time)
  - Evening (5pm start time)

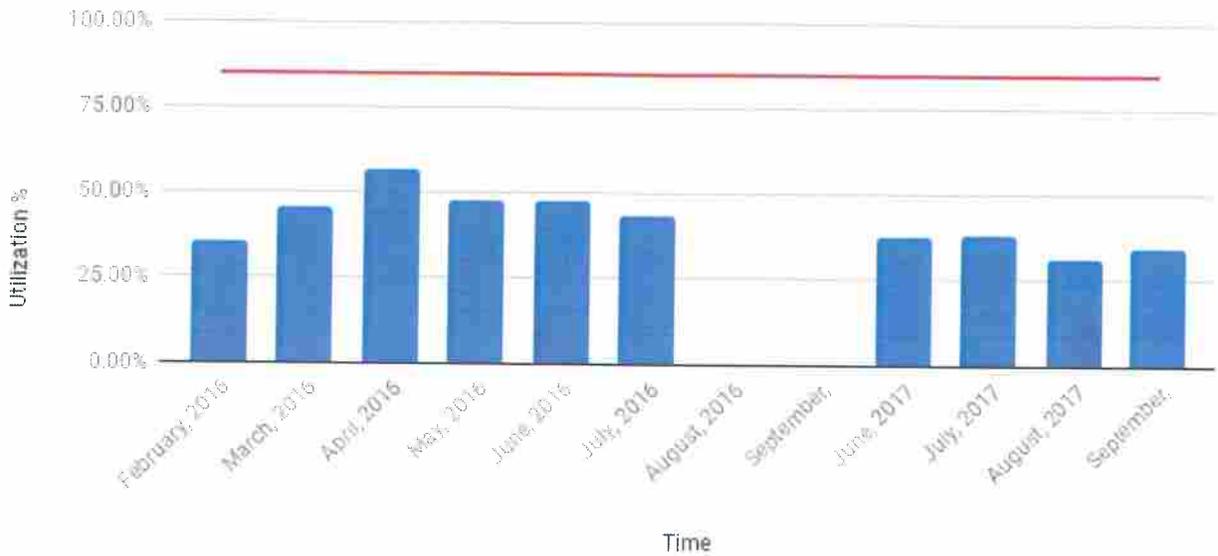
Due to shifting priorities for data points over time and staffing changes within the Assistant Director - Parking & Transportation position, this data collection schedule has some variances. Our smart meters connect to an online portal (IPS), which collects data and allowed us to supplement some of the variances in data; transaction data from Parkmobile was also utilized. All collected data in the downtown core can be viewed in our master spreadsheet, viewable by following this link: <http://bit.ly/2g4sHu4>; data taken from IPS and/or Parkmobile is annotated as such.

### *Data:*

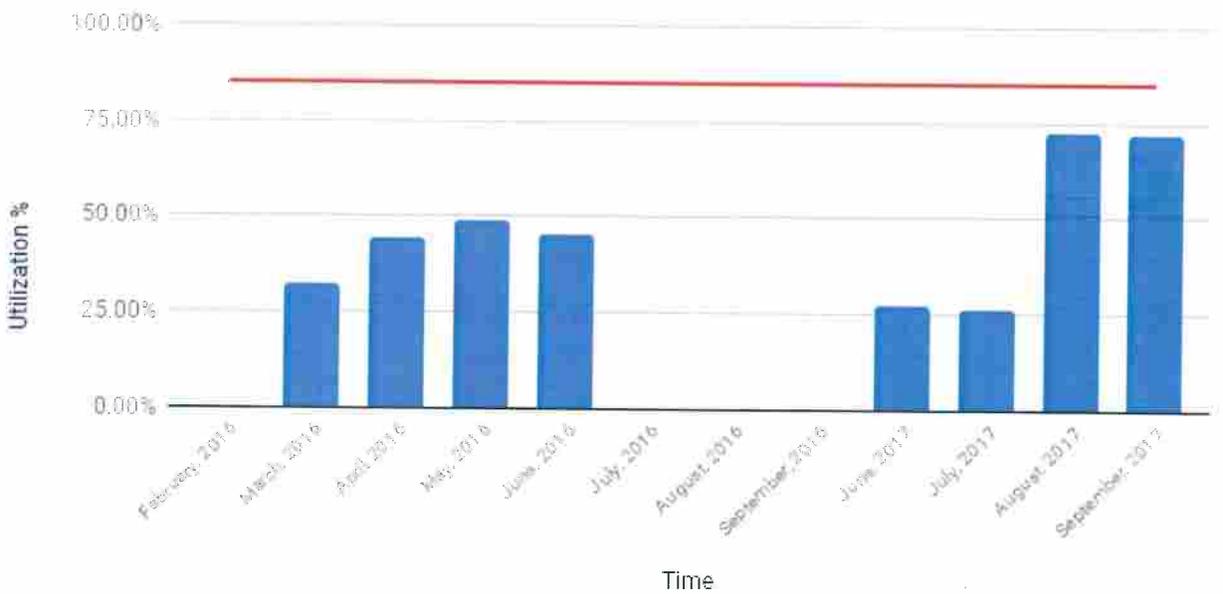
Below are charts which display utilization data categorized by the data collection start time; each day is represented in separate charts. Each month where data has been collected is represented as a separate bar within each chart and the industry standard goal of 85% utilization is represented as a red line. All of these charts represent data from our smart meters in the downtown core; the exception are charts that show morning utilization data for all meters outside of the downtown core.

### **8am On-Street Utilization Data - Downtown Core:**

Thursday, 8am: On-Street Utilization



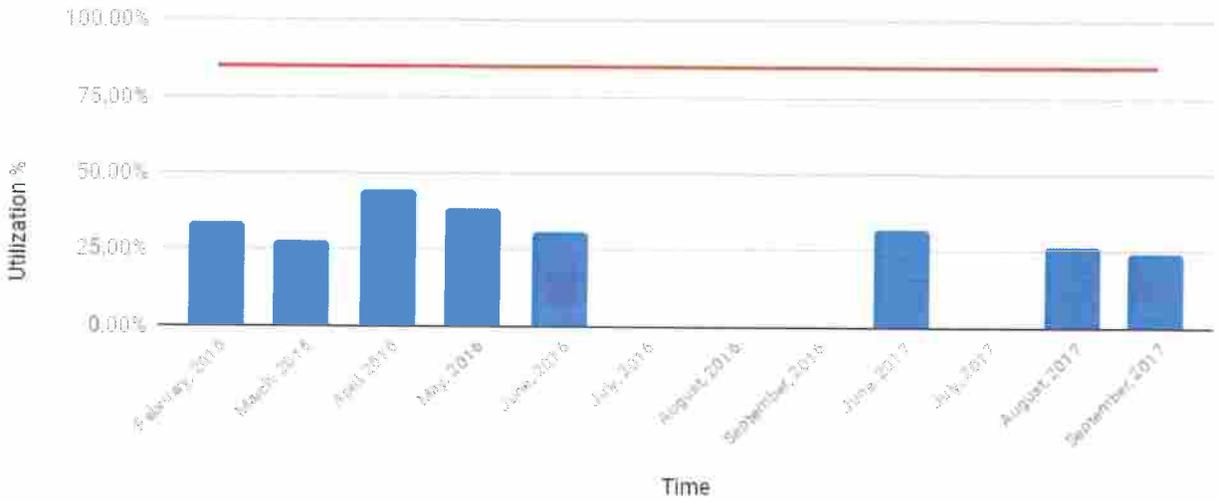
Saturday, 8am: On-Street Utilization



**8am On-Street Utilization Data - DPTM Study Area, Excluding Core:**

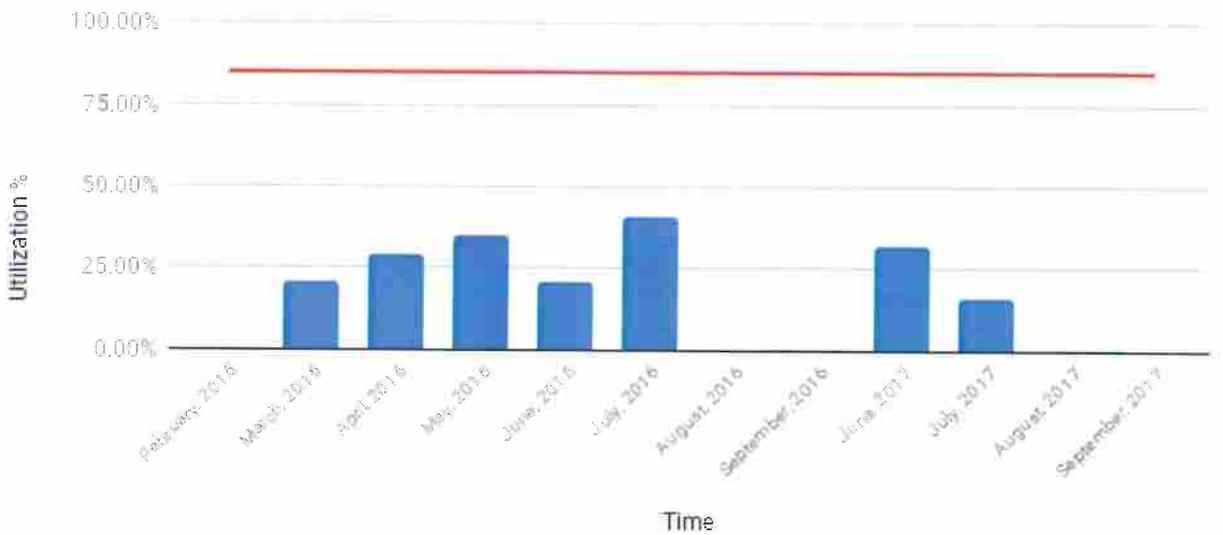
### Thursday, 8am: On-Street Utilization

DPTM Study Area, Excluding Downtown Core



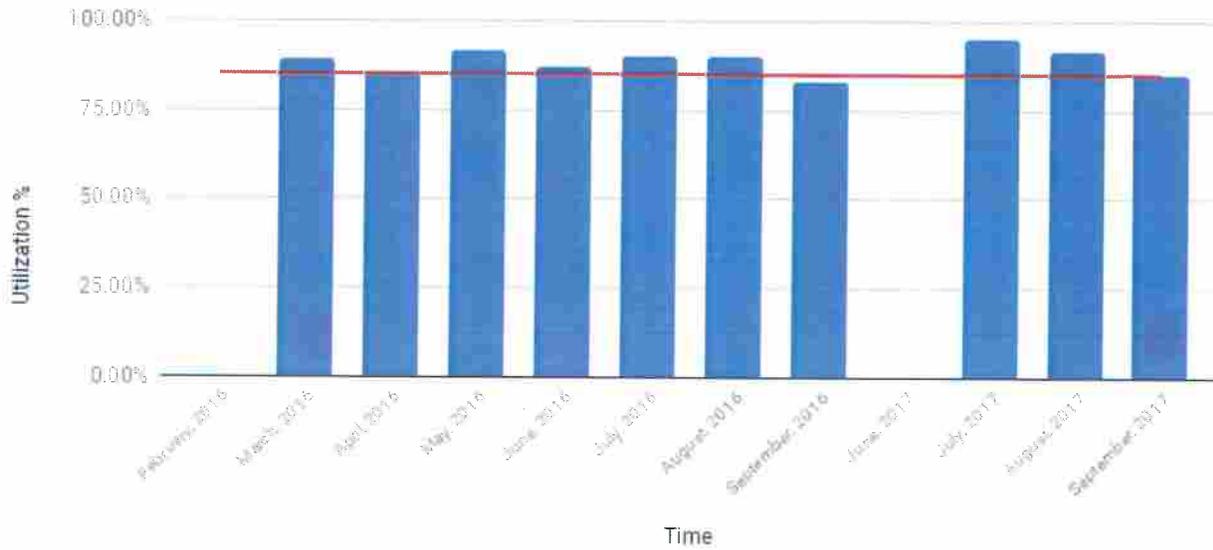
### Saturday, 8am: On-Street Utilization

DPTM Study Area, Excluding Downtown Core



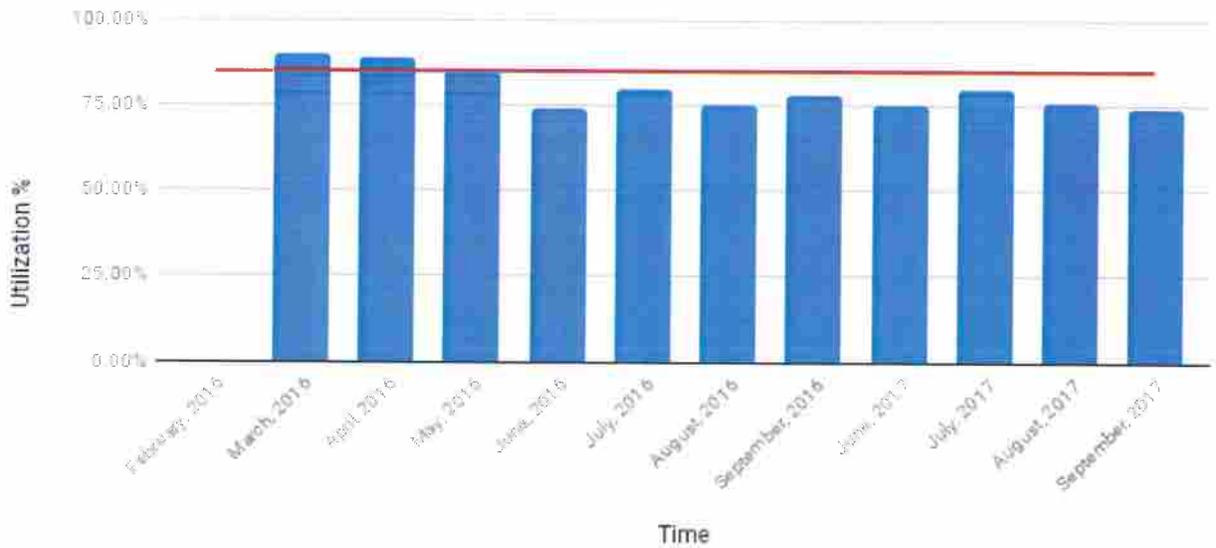
### 12-1pm On-Street Utilization Data - Downtown Core:

Thursday, 12pm: On-Street Utilization



Saturday, 12pm: On-Street Utilization

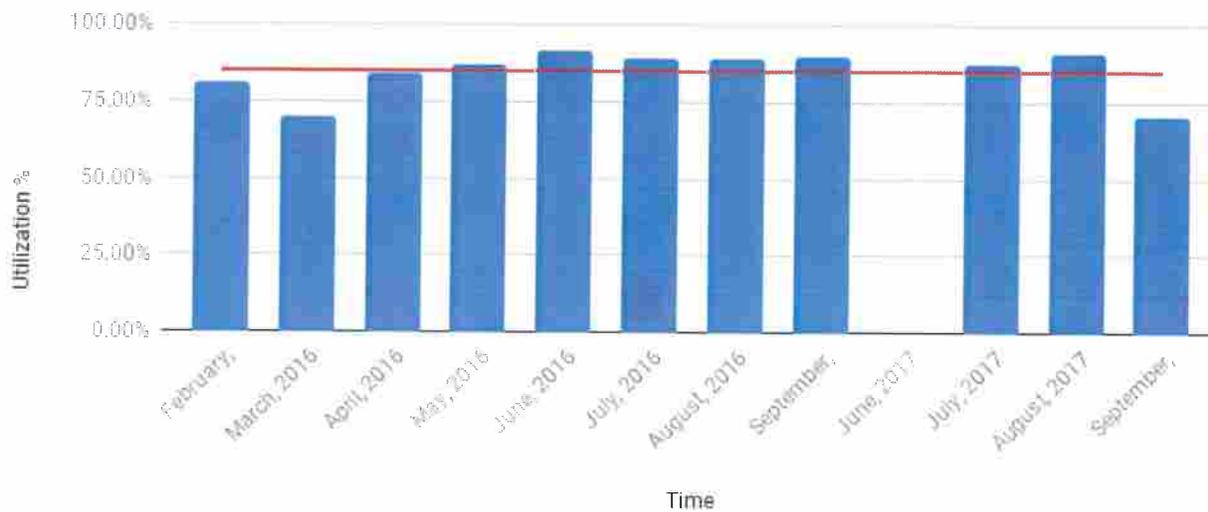
August & September 2017 (pm Counts)



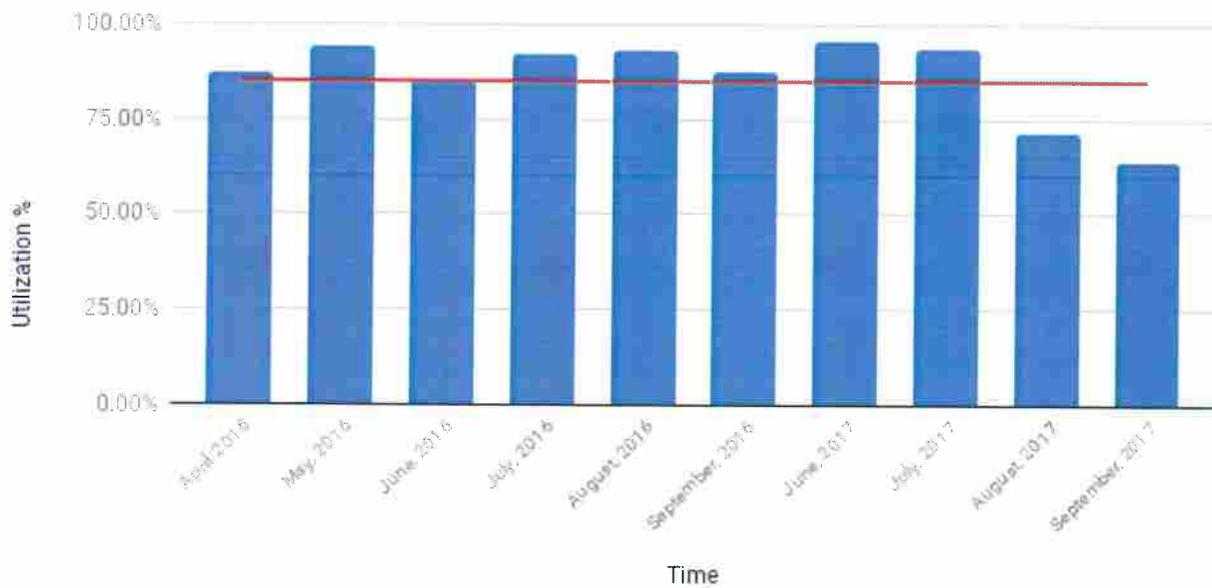
6-7:30pm On-Street Utilization Data - Downtown Core:

### Thursday Evening, 6-7:30pm: On-Street Utilization

April-September 2016 6pm Counts

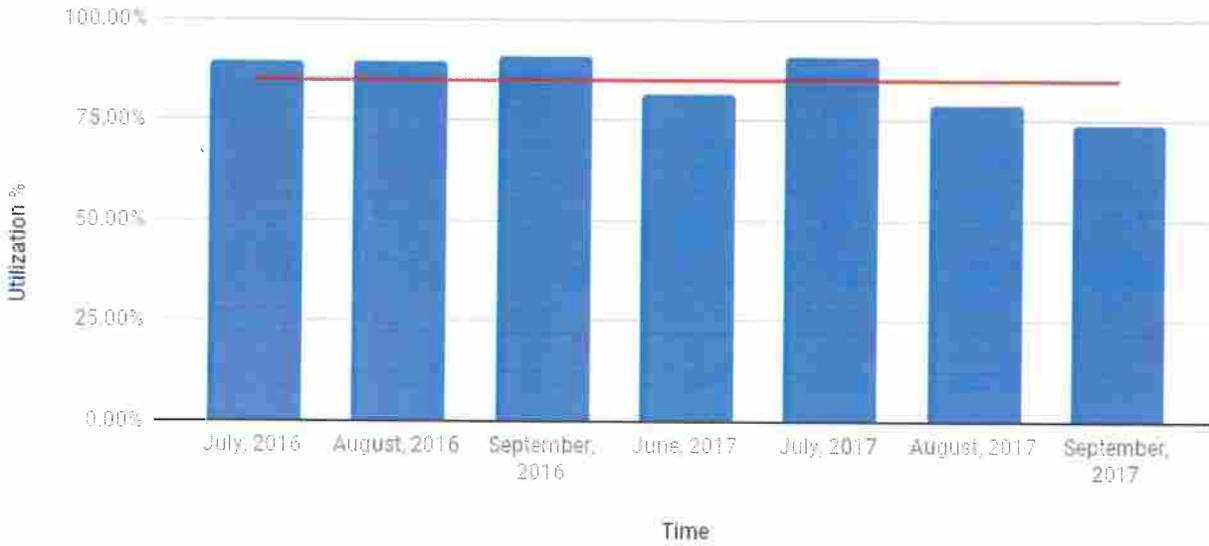


### Saturday, 7-7:30pm: On-Street Utilization

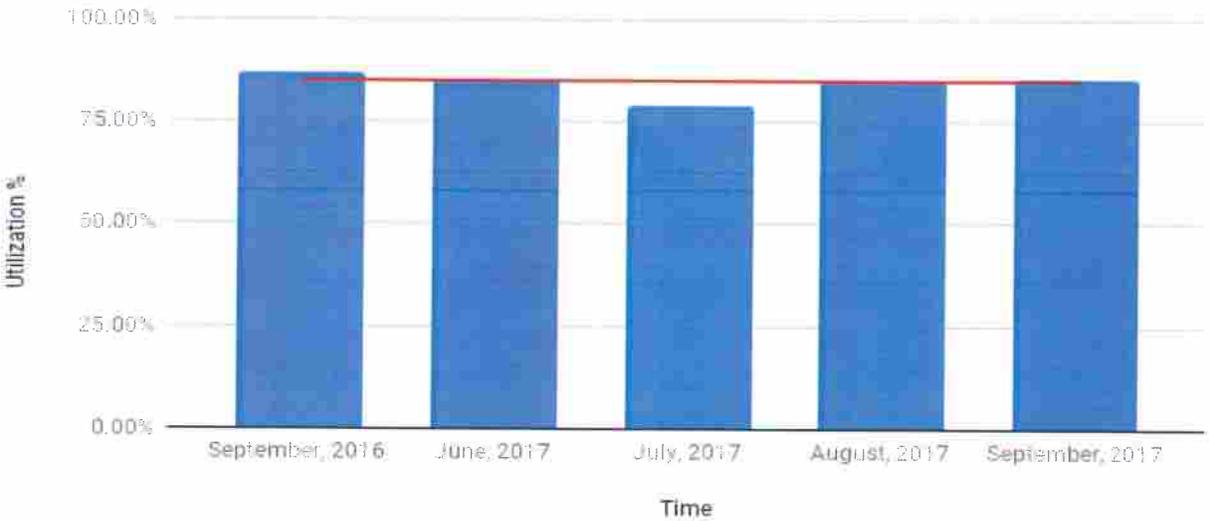


### 8-9pm On-Street Utilization Data - Downtown Core:

Thursday Evening, 8-9pm: On-Street Utilization



Saturday, 8-9pm: On-Street Utilization



**Short-Term Meter Utilization:**

The charts above show data for the majority of our meter supply in the downtown core, our smart meters. We excluded our short-term meters (15-minute and 30-minute meters) as their enforcement is inherently different. These meters allow for limited parking duration and have a different rate structure. We analyzed the data for the downtown core short-term meters separately, using the same methods as we used for the smart meters, and found the following statistics:

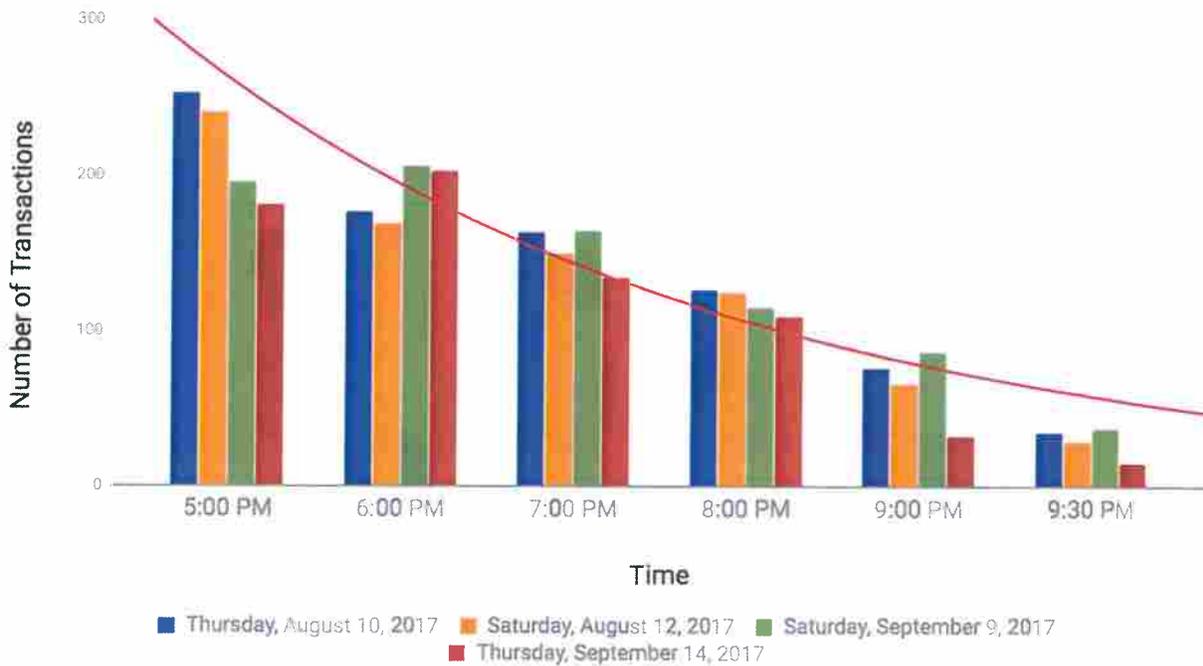
- 8am Average Utilization: 28.62%
- 12-1pm Average Utilization: 70.64%
- 6-7:30pm Average Utilization: 70.12%
- 8-9pm Average Utilization: 65.48%

The data indicates a lower than 85% occupancy throughout the day. The DPTM Plan recommended extending the maximum time limit to increase utilization of these meters.

**Smart Meter Data Analysis:**

The 8-9pm charts above show near or above 85% utilization rates. However, we wanted to look into how many parkers are initiating new parking sessions from 9-10pm in the downtown core to understand the need for turnover and enforcement after 9pm. We also received stakeholder feedback to take a closer look at parking data in the evenings. Utilizing the smart meter’s IPS Software, we gathered data on Thursdays and Saturdays in August and September of 2017. The chart below displays the number of new parking transactions, by hour, in the downtown core:

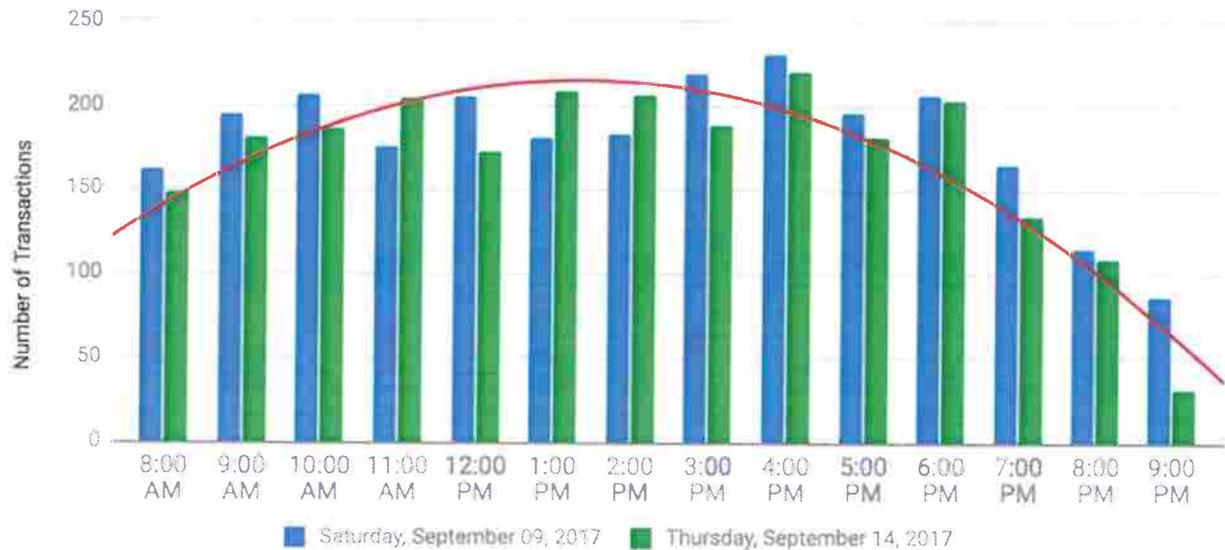
**New Parking Transactions in Downtown Core - By Hour**



The data in the above chart shows a significant drop-off in new parking transactions after 9pm. By averaging the number of transactions in the 6-9pm hours and comparing it to transaction data after 9pm, we found an average of a 76.56% drop-off across all days.

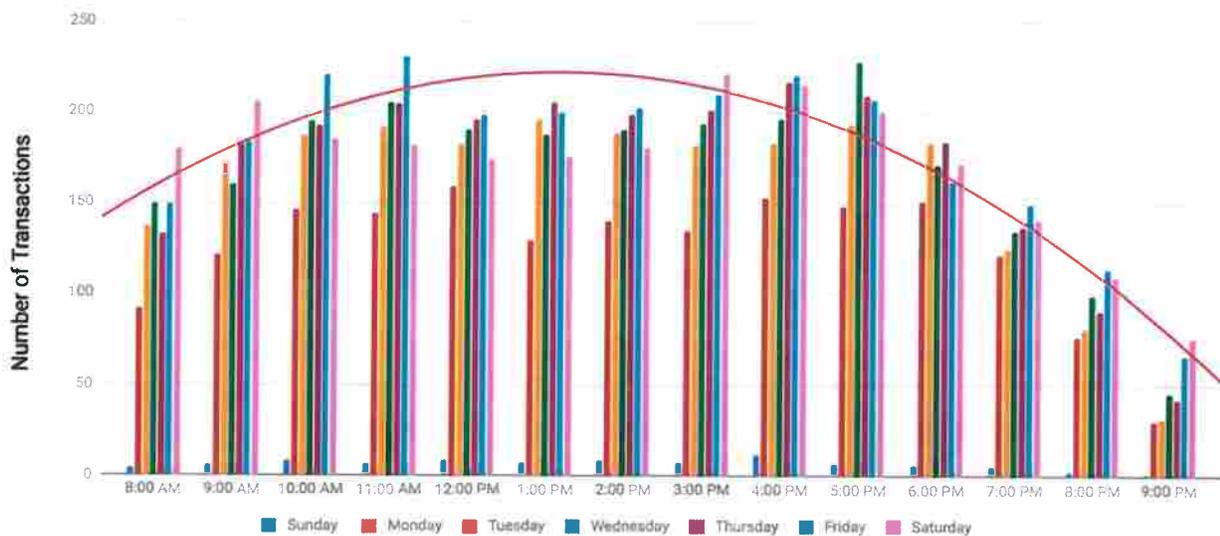
If we look at new parking transactions in the downtown core, by hour, across an entire Thursday and Saturday in September 2017, we see a familiar trend:

## New Parking Transactions in Downtown Core - By Hour



Furthermore, to account for any events that could affect particular Thursdays and Saturdays, we looked at downtown core transaction data for every day of the week during the month of September 2017. See our findings in the chart below:

## New Parking Transactions - Daily Averages: September, 2017



The above charts mirror what we've discerned from our meter count data: parking demand rises steadily throughout the day and into the evening, demand declines steadily after 7pm and drops off significantly after 9pm. When looking at the larger data set for all days in September, we saw a 71.63% decrease in new transactions in the 9pm hour, compared to the average number of new transactions in all previous hours. In the 8pm hour, we saw a 46.57% decrease; in the 7pm hour

we saw a 25.79% decrease.

## **Downtown Parking & Transportation Council**

The Downtown Parking & Transportation Council (DPTC) is an advisory council that was formed to help guide DPW and BBA on implementing the DPTM Plan, including proposed policy changes. The DPTC is meant to be an open-to-all group; BBA started outreach to build downtown stakeholder interest in FY'17 and has continued outreach in FY'18. Thus far, we've gathered interest from 15 stakeholders, including downtown residents and organizations involved in Burlington's parking and transportation system. The DPTC met in September and October 2017, averaging around 10 attendees.

We reviewed this proposal in both DPTC meetings. Our initial feedback was positive, with a couple of stakeholders wanting to look at more evening data before moving this proposal forward. We also met with the Church Street Marketplace Commission and heard similar requests to look closer at the evening enforcement cutoff. We originally planned to bring this proposal to the DPW Commission in October, but delayed to gather more data and satisfy these requests.

The data included in the "Smart Meter Data Analysis" section of this memo was added in response to the requests to further analyze evening parking data. DPW also continued on-street meter counts in October 2017, with evening counts on Thursday (10/26) and Saturday (10/28). The counts were performed in the entire DPTM Study Area, starting at 7pm, with a target of counting the downtown core around 9pm. We found Thursday (10/26) had 66% average on-street utilization in the downtown core; Saturday had 83.13% average on-street utilization. These data points further reinforced our initial recommendations below.

The DPTC is in its early stages, we don't have a required governance structure or an established quorum; however, we have gathered votes on our below recommendations. The group has voted 8 to 1 in favor of moving forward these policy changes. We've now gathered an extensive set of data and gained the support of the DPTC. Below are our recommended policy changes for DPW Commission approval.

## **Recommendations**

1. **Delay Morning On-Street Enforcement Until 9am** - both our smart and short-term meters are significantly underutilized at 8am; this is true both within and outside the downtown core. By moving the enforcement start-time to 9am for all of Burlington, we will better serve downtown residents parking overnight and early arrivals to downtown when parking demand in the day has not significantly increased.
2. **Move Back Evening On-Street Enforcement to 9pm** - the data shows high demand in the early evening when afternoon parkers are still in Burlington and evening patrons are traveling downtown; this data demonstrates our need to enforce beyond 6pm in the downtown core. The utilization data shows strong occupancy rates in the 8-9pm hour; however, there is a significant drop in new parking sessions in the downtown core after 9pm. This indicates turnover after the 9pm hour is not frequent and enforcement is not required.

3. **Convert 15-minute Meters to 30-minute Meters** - occupancy at these meters has consistently fallen short of the 85% benchmark. As a result, we recommend making all short-term meters 30-minute meters

The changes above will:

- Reduce enforcement hours (Monday through Saturday) in the Downtown Core from 14 hours per day to 12 hours per day.
- Reduce the enforcement hours (Monday through Saturday) at non-Downtown Core meters from 10 hours per day to 9 hours per day.
- Nominally reduce revenues. Given the lower-utilization on the edges of the day, we are projecting a limited financial impact from these changes. We projected this change in our FY'18 budgeting.
  - As referenced above, our smart meters collect data and are able to report out on revenue collected. We can also view Parkmobile revenue for all meters in any given timeframe. It is important to note that non-smart meters do not collect revenue data, unless the transaction was submitted via Parkmobile. Therefore, these revenue numbers do not represent all collected revenue for all meters, only the 312 smart meters in the downtown core and all of Burlington's meter's Parkmobile revenue:
    - Total IPS and Parkmobile revenue for September 2017 was \$14,018.65 for the **8-9am** and **9-10pm** timeframes;
    - \$13,195.40 (94%) of this total is collected during the **8-9am** hour, we also know the average parking stay in this 8-9am hour is roughly 75 minutes;
    - Knowing the average parking stay is 75 minutes, we can safely assume parkers arriving at 8:30am or later would still be parked after 9am and would still need to pay for their stay if enforcement began at 9am;
    - Total IPS and Parkmobile revenue for September 2017 from 8:30 to 9am was \$7,302.20, roughly 52% of the total revenue in the 8-9am hour.

These recommendations are based on the data that we have at this time. The Plan calls for us to continue occupancy counts and to continually adjust rates based on the data. If there is a rate and hour change that a stakeholder would like us to look at, please have them inform us and we can look at adjusting our data collection to evaluate the suggestion.

Please don't hesitate to contact us with any questions. Thank you.

## Chapter 20

### MOTOR VEHICLES AND TRAFFIC

#### Article III. Parking, Stopping and Standing

##### 20-88 Periods when payment is required.

(a) Except as provided in subsection (b) of this section, the provisions of Section 20-87(a) shall be effective during the hours from ~~[8:00]~~ 9:00 a.m. to 6:00 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Saturdays, and during the hours from ~~[8:00]~~ 9:00 a.m. to ~~[9:00]~~ 6:00 p.m. on Fridays; provided, however, that said section shall not be effective on legal holidays or on Mondays succeeding legal holidays which fall on Sunday.

(b) In the Downtown Core, which is bounded by South Winooski Avenue on the East, Pine Street on the West, Cherry Street on the North, and Main Street on the South, and includes both sides of each of these boundary streets within the core, the provisions of Section 20-87(a) shall be effective during the hours of ~~[8:00]~~ 9:00 a.m. to ~~[10:00]~~ 9:00 p.m. Monday through Saturday, except when such day is a legal holiday or is a Monday succeeding a legal holiday which falls on a Sunday, in which cases Section 20-87 shall not be effective.

## APPENDIX C

### RULES AND REGULATIONS OF THE TRAFFIC COMMISSION<sup>1</sup>

#### 17 Designation of parking meter zones.

~~[(a) Fifteen (15) minute zones. The following streets or portions of streets are hereby designated as fifteen (15) minute parking meter zones:~~

~~(1) On St. Paul Street between Bank Street and College Street on the west side in front of 95 St. Paul Street.~~

~~(2) On the south side of Pearl Street between Clark Street and South Winooski Avenue there shall be designated two (2) fifteen (15) minute metered spaces.~~

~~(3) In the second space west of North Winooski Avenue on the north side of Grant Street.~~

- ~~(4) — On the north side of Pearl Street in front of 86 Pearl Street.~~
- ~~(5) — On the east side of Pine Street, in the two most southern spaces in front of 84 Pine Street.~~
- ~~(6) — First space east of St. Paul Street on the south side of Bank Street.~~
- ~~(7) — On the north side of Main Street, in the third, fourth, fifth and sixth spaces west of Church Street.~~
- ~~(8) — On the north side of College Street in front of 230 College Street.~~
- ~~(9) — In front of #126 College Street.~~
- ~~(10) — Second space north of Maple Street on the east side of Church Street.~~
- ~~(11) — The first two (2) meters north of Main Street on the west side of St. Paul Street.~~
- ~~(12) — In the space in front of 101 College Street.~~
- ~~(13) — On the north side of Main Street between Church Street and North Winooski Avenue, in the parking spaces in front of 176, 188, and 206 Main Street.~~
- ~~(14) — On the north side of Cherry Street in the second space east of Church Street.~~
- ~~(15) — In the first two (2) spaces south of King Street on the east side of Church Street.~~
- ~~(16) — On the north side of King Street in the first space west of South Champlain Street.~~
- ~~(17) — On the south side of King Street in the second space west of South Champlain Street.~~
- ~~(18) — On the north side of King Street starting one hundred and twenty five (125) feet west of St. Paul Street and extending forty (40) feet west.]~~

[(b)] (a) *Thirty (30) minute zones.* The following streets or portions of streets are hereby designated as thirty (30) minute parking meter zones:

- (1) On the west side of South Willard Street in the second and third space south of Pearl Street.
- (2) On the east side of South Willard Street in the first and second space south of Pearl Street.
- (3) On the south side of King Street in the first space west of South Champlain Street.

- (4) Six (6) spaces adjoining 1 North Avenue.
- (5) On the west side of St. Paul Street in the third space south of College Street.
- (6) On the north side of King Street in the first and second space east of Battery Street.
- (7) On the west side of Battery Street in the first space just north of Maple Street.
- (8) On St. Paul Street between Bank Street and College Street on the west side in front of 95 St. Paul Street.
- (9) Two (2) spaces on the south side of Pearl Street between Clark Street and South Winooski Avenue in front of 163 Pearl Street.
- (10) In the second space west of North Winooski Avenue on the north side of Grant Street.
- (11) On the north side of Pearl Street in front of 86 Pearl Street.
- (12) On the east side of Pine Street, in the two most southern spaces in front of 84 Pine Street.
- (13) First space east of St. Paul Street on the south side of Bank Street.
- (14) On the north side of Main Street, in the third, fourth, fifth and sixth spaces west of Church Street.
- (15) On the north side of College Street in front of 230 College Street.
- (16) In front of #126 College Street.
- (17) Second space north of Maple Street on the east side of Church Street.
- (18) The first two (2) meters north of Main Street on the west side of St. Paul Street.
- (19) In the space in front of 101 College Street.
- (20) On the north side of Main Street between Church Street and North Winooski Avenue, in the parking spaces in front of 176, 188, and 206 Main Street.
- (21) On the north side of Cherry Street in the second space east of Church Street.
- (22) In the first two (2) spaces south of King Street on the east side of Church Street.

(23) On the north side of King Street in the first space west of South Champlain Street.

(24) On the south side of King Street in the second space west of South Champlain Street.

(25) On the north side of King Street starting one hundred and twenty-five (125) feet west of St. Paul Street and extending forty (40) feet west.

Material in [Brackets] delete.

Material underlined add.



**COMMUNITY & ECONOMIC DEVELOPMENT OFFICE**

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**Noelle MacKay**  
*Director, Community & Economic Development Office*

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**Chapin Spencer**  
*DIRECTOR OF PUBLIC WORKS*

**Norman J. Baldwin, P.E.**  
*ASSISTANT DIRECTOR OF PUBLIC WORKS*

November 6, 2017

**To:** Public Works Commission  
**From:** Noelle Mackay, CEDO Director and Chapin Spencer, Director of Public Works  
**Cc:** Beth Anderson, Interim CAO; Eileen Blackwood, City Attorney; Mayor's Office

**Re: Purchase and Sale of City Parking Lot at 70 Pearl Street to Richard J. Bove, Jr.**

**Purpose:**

We respectfully request the Public Works Commission adopt the following motion at its November 15th, 2017, meeting:

To recommend to the City Council the sale of the City Parking Lot at 70 Pearl Street to Richard J. Bove, Jr. as 70 Pearl Street, LLC as proposed.

The sale is consistent with planBTV: Downtown and Waterfront Master Plan adopted by the City in June 2013 and the City is aiming to preserve public parking in the proposed transaction.

At the July 19<sup>th</sup> Public Work Commission meeting, CEDO and DPW provided a memorandum and presentation that outlined the reasons and conditions for a purchase and sale of the City-owned parking lot at 70 Pearl Street. This memorandum of November 6th, 2017 summarizes the July 19<sup>th</sup> submission, and highlights several lease and sale provisions in the draft Purchase and Sale Agreement. The July 19<sup>th</sup> memorandum, draft Purchase and Sale Agreement and draft Post Closing Agreement are included as part of this packet.

**History of the Property:**

The surface parking lot at 70 Pearl Street is owned and operated by the City of Burlington. The space is a flat, paved, .38-acre parcel with 30-foot wide access on Pearl Street that currently has 30 metered parking spots for transient parking. The property is subject to an easement and right of way which benefits the

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adjacent property. As part of an assessment of city-owned parking lots, DPW had an appraisal done by Allen and Brooks on July 9, 2015. According to this appraisal, the right of way encumbers approximately 28% of this parking lot and the market value is \$500,000. The assessed value of the lot for tax purposes is \$328,600.

Occupancy counts conducted by DPW demonstrated that utilization of this surface lot continues to decline. During the period March 10<sup>th</sup> to July 31, 2016, utilization rates of between 86% to 100% occupancy were recorded twice and between 51% to 85% four times. Earlier this year (2017), during the months of June and July, only in one instance was the utilization rate 45% with the average hovering at 18%.

Similarly, revenue generated for this parking lot remains low and continues to decline. The monthly revenue for this lot was \$1,932.91 or approximately \$23,194.92 annually. A review of costs associated with utilities, servicing and maintenance of this lot shows an annual expense of \$8,345.20. Based on the expenses and revenue reported in August 2016, with all revenue and expenses being constant, the net resulting in 33.67 years to recoup the sale price. The declining revenue based on current (2017) occupancy and anticipation of operational expense would extend the payback.

### **Proposed Re-development involving 70 Pearl Street**

Mr. Richard Bove, Jr., the developer, is proposing a mixed-use re-development which aims to create 27 apartment units (with 15 net new housing units), 76 hotel rooms, 95 parking spaces and one commercial space (restaurant space to be leased out) at the edge of the downtown core.

The proposed redevelopment includes the following properties:

- #3-11 George Street (DT) – General Stannard House (Mixed use)
- #13 George Street (RH) – Residence
- #19 George Street (RH) – Residence
- #64 Pearl Street (DT) – Former Bove’s Restaurant
- #70 Pearl Street (DT) – City of Burlington (surface) Parking Lot

Mr. Bove proposes to demolish 64 Pearl Street and build a approximately 76-room hotel with one commercial space on #64 Pearl Street and #70 Pearl Street; provide a total of 95 parking spaces at grade level and one underground story; demolish #13 and #19 George Street and combine those two lots to construct and operate a 20-unit apartment building in RH; and renovate and operate #3-11 George Street (Stannard House), an historic structure, which currently contains 6 apartments and one commercial space, into 7 market rate residential units. Apart from the required Inclusionary Units the remainder will be at rates no higher than the rents the Burlington Housing Authority receives from persons who receive Housing Choice Vouchers from the Department of Housing and Urban Development (i.e. so-called “Section 8” vouchers). Mr. Bove also proposes to construct and operate a branded hotel with a level of quality and service similar to or higher than the Microtel Inn & Suites by Wyndham Hotel Group.

Of the proposed 95 parking spaces that support the uses in this project, Mr. Bove agrees to preserving and making available 30 parking spaces to the general public for transient and monthly parking during off-peak parking demand hours (e.g., for use between 8:00 a.m. and 5:00 p.m. by daytime commuters to Burlington) at rates that do not exceed those charged at the City’s Lakeview Garage on Cherry Street. This is the same number of public spaces that are in the City’s current Pearl Street Parking Lot. Mr. Bove’s ability to accommodate parking for the general public beyond the parking for the proposed on-site uses will be determined by the project’s traffic impact study and the resulting Development Review

Board's permit conditions. Mr. Bove will make as many of the 30 spaces available for public use during off peak hours as permitted by the Development Review Board.

### **PlanBTV: Downtown and Waterfront Master Plan: Underutilized Sites**

PlanBTV: Downtown and Waterfront Master Plan observes that there are numerous small and medium size parcels that are underutilized and which lend themselves to increase in density and residential uses within the downtown. These parcels include vacant lots, parking lots, building with suburban setbacks and single story buildings. PlanBTV specifically identifies the City Parking Lot at 70 Pearl Street as an underutilized site. These underutilized parcels have meant lost density and "led to unmet potential and an under-representation, in particular, of residential uses with the downtown," PlanBTV states.

Also, the City's 2014 Municipal Development Plan land use section contains a policy that states: "Encourage the adaptive reuse and historically sensitive re-development of underutilized sites and buildings."

CEDO, DPW and the City Attorney's Office investigated various options in relation to the City parking lot at 70 Pearl Street. Several challenges were identified, including:

- (i) Maintaining a City property bound above and below within what would essentially become a single discrete building owned by a private developer
- (ii) Negotiating "Air Rights for construction above the surface lot presents numerous unknowns
- (iii) Further obscuring of this public parking lot within the confines of a private development will likely continue the current low level of occupancy, utility, and revenue
- (iv) Unknown costs associated with enclosing or partially enclosing this lot within a private structure

### **City-owned Land – Lease and Sale Arrangements**

More generally, over time, the City has entered into various lease and sale arrangements based on the City's over-arching principles and goals as outlined in various City plans as well as an analysis of the sites and surrounding area. For example, the City has lease arrangements with Hotel Vermont, ECHO, Burlington Harbor Marina, and Champlain Housing Trust and the Community Sailing Center. On the other hand, the City has entered into purchase and sale agreements for the Brown's Court parking lot and the City Market for the old police station property.

### **Recommendation**

Article 19 of the City Charter states that the Public Works Commission "shall also from time to time recommend to the City Council the acquisition or construction of municipal parking lots or garages, and the City Council shall not authorize such acquisition or construction without such recommendation, nor shall the City Council dispose of or lease to others for operation any municipal parking lot or garage without the recommendation of the Board."

City staff has reviewed the utilization of the City-owned parking at 70 Pearl Street, reviewed City Plans and investigated lease versus sale options. We are fully satisfied that this proposed re-development meets the uses in regard to underutilized sites and the goals as laid out in planBTV: Downtown and Waterfront Master Plan. Further, DPW staff, recommends that the City sell the parcel to Mr. Bove for re-development with the following recommendations related to parking:

- (i) Sell for the market-value appraisal of \$500,000.
- (ii) The majority of the revenue from the sale of the parking lot would go to the Traffic Fund, with \$100,000 to CEDO for work on this project (research, due diligence, coordination etc.), as well as work on the Downtown Improvement District (DID) Working Group, where CEDO's participation is more extensive than anticipated. Legal fees will also come out of the sale, with the remainder going to the Traffic Fund.
- (iii) Make up to thirty (30) parking spaces available to the general public for transient and monthly parking during off-peak parking demand hours, at rates that do not exceed those charged at the City of Burlington's Lakeview Garage on Cherry Street. The final number of publicly accessible spaces will be determined by the Development Review Board permit.
- (iv) Manage on-site parking resources in coordination with any future downtown parking management efforts under taken by the City such as participating in a downtown parking management district, including the parking resources in educational material and maps that are made available to the public to describe the available parking resources in downtown Burlington, and participating in a website and/or smartphone app developed with regard to available parking resources in downtown Burlington.
- (v) Participate in good faith in any new or expanded downtown improvement districts that include any portion of the proposed re-development.
- (vi) Enhance pedestrian activity along Pearl Street by providing first floor commercial uses and constructing and maintaining landscaping, lighting and other site improvements as required by applicable law and permits.

Other conditions not related to parking are also included in the Purchase and Sale and Post Closing Agreement which are included in the packet for the Commission's review.

**Attachment:** Memorandum dated July 19<sup>th</sup> to Public Works Commission

**Attachment:** Draft Purchase and Sale Agreement

**Attachment:** Draft Post Closing Agreement

## POST-CLOSING AGREEMENT

This Post-Closing Agreement (the “Agreement”) is effective \_\_\_\_\_, 2017 (the “Effective Date”) and is made by and between the **City of Burlington**, a municipal corporation situated in Chittenden County, Vermont (the “City”) and **70 Pearl Street, LLC, 68 Pearl Street, LLC, Pearl Street Housing Venture, LP, 3 ½ - 11 George Street, LLC, 13-15 George Street, LLC, and 17 George Street, LLC**, each of which is a Vermont limited liability company having a place of business in Burlington, Vermont and all of which are under affiliated ownership (joint and severally, the “Owner”).

### Background

- A. Owner owns, in fee simple, the real properties numbered 64-68 Pearl Street, 70 Pearl Street, 80-90 Pearl Street, 3-11 George Street, 13-15 George Street and 17-19 George Street, all in Burlington, Vermont (the “Property”), which are more particularly described on Exhibit A attached hereto and made a part hereof.
- B. Owner has obtained Burlington Development Review Board approvals numbered [**TO BE COMPLETED**] to redevelop the Property with the project approved thereby (the “Project”).
- C. 70 Pearl Street, LLC acquired 70 Pearl Street from the City by Warranty Deed recorded contemporaneously with this Agreement, and the City’s agreement to sell 70 Pearl Street to 70 Pearl Street, LLC was conditioned, in part, on Owner’s agreement to enter into this Agreement.

Now Therefore, in consideration of the foregoing, (which are incorporated into this Agreement by reference) and the mutual covenants and agreements herein set forth, and meaning and intending to be bound hereby, the parties agree as follows:

1. **Public Parking.** Owner agrees that the parking structure located on the Property and which serves and supports the uses of the Property will contain at least thirty (30) parking spaces for use by the general public for transient and monthly parking during off-peak parking demand hours (e.g., for use between 8:00 a.m. and 5:00 p.m. by daytime commuters to Burlington), at rates that do not exceed those rates in effect from time to time charged at the City of Burlington’s Lakeview Garage on Cherry Street. If, in the future, general municipal parking requirements are modified to reduce the need for downtown parking capacity and the City determines that it no longer requires some or all of such parking spaces for public use, the City will reasonably negotiate with Owner to amend this Agreement to reduce the number of parking spaces allocated for public use.
2. **Parking Management.** Owner agrees that the public parking resources on the Property shall be managed in coordination with any future downtown parking management efforts undertaken by the City, such as inclusion in a downtown parking management district, inclusion of the public parking resources available on the Property in educational material and maps that are made available to the public to describe available public parking resources in downtown Burlington, and participation in a website and/or smartphone app developed with regard to available public parking resources in downtown Burlington. The City agrees that the parking management efforts undertaken by the City may not designate the number of parking spaces at the Property to be available to the public, the days and hours of availability or any other requirements, it being the express intention of the parties that all such requirements are either specified in this Agreement or in the permits and approvals issued with respect to the Property as they may be amended; this provision is not intended to amplify or release the Owner or the Property from compliance with applicable municipal permitting requirements, but merely to reference that municipal permitting requirements exist and that they apply to Owner and to the Property in accordance with their terms.



or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by overnight service, next-day after sending; or (iii) if hand delivered, upon delivery. If Owner sells the Property, then Owner's address for notice under this Agreement shall be Owner's address as listed in the Burlington Grand List unless Owner provides the City with written notice (in accordance with this provision) requesting that notice be delivered to a different address.

8. **Entire Agreement; Amendment; Severability; Further Assurances.** This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, with respect to the subject matter hereof except as herein set forth. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom such amendment, waiver or discharge is to be enforced. In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof. From time to time after the effective date of this Agreement, each of the parties hereto, at the request of the other, and without further consideration, shall execute and deliver such further documents or instruments and shall take or cause to be taken such other actions as the requesting party may reasonably request in order to fully effectuate or carry out the provisions of this Agreement.

9. **No Waiver.** The failure of a party to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions and agreements of this Agreement, or to exercise any option herein conferred, shall not be considered as waiving or relinquishing for the future any such terms, covenants or conditions or agreements, but the same shall continue and shall remain in full force and effect.

10. **Remedies.** If a party breaches its obligations under this Agreement, the party alleging the breach shall give notice of the alleged breach to the other party ("**Notice of Breach**") stating with reasonable particularity the breach alleged to exist and the steps required to cure the same, and allow twenty (20) days from giving of such notice to cure and correct the breach. If the breach is not timely cured, the party who provided the Notice of Breach may avail itself of any and all rights and remedies available under law or at equity including, without limitation, injunctive relief and specific performance.

11. **Captions; Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first mentioned above.

IN PRESENCE OF: City of Burlington

By: \_\_\_\_\_  
Miro Weinberger, Mayor

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, Vermont this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared Miro Weinberger, Mayor of the City of Burlington, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed for himself and on behalf of the City of Burlington.

Before me: \_\_\_\_\_  
Notary Public  
My Commission Expires: 2.10.19

70 Pearl Street, LLC

By: \_\_\_\_\_  
Richard J. Bove, Jr.  
Manager and Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, Vermont this \_\_\_ day of \_\_\_\_\_, 2017, personally appeared Richard J. Bove, Jr., Manager and authorized agent of 70 Pearl Street, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed and the free act and deed of 70 Pearl Street, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: 2.10.19

68 Pearl Street, LLC

By: \_\_\_\_\_  
Richard J. Bove, Jr.  
Manager and Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, Vermont this \_\_\_ day of \_\_\_\_\_, 2017, personally appeared Richard J. Bove, Jr., Manager and authorized agent of 68 Pearl Street, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed and the free act and deed of 68 Pearl Street, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: 2.10.19

Pearl Street Housing Venture, LP

By: \_\_\_\_\_  
Richard J. Bove, Jr.  
General Partner and Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, Vermont this \_\_\_ day of \_\_\_\_\_, 2017, personally appeared Richard J. Bove, Jr., General Partner and authorized agent of Pearl Street Housing Venture, LP, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed and the free act and deed of Pearl Street Housing Venture, LP.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: 2.10.19

3 ½ - 11 George Street, LLC

By: \_\_\_\_\_  
Richard J. Bove, Jr.  
Manager and Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, Vermont this \_\_\_ day of \_\_\_\_\_, 2017, personally appeared Richard J. Bove, Jr., Manager and authorized agent of 3 ½ - 11 George Street, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed and the free act and deed of 3 ½ - 11 George Street, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: 2.10.19

13-15 George Street, LLC

By: \_\_\_\_\_  
Richard J. Bove, Jr.  
Manager and Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, Vermont this \_\_\_ day of \_\_\_\_\_, 2017, personally appeared Richard J. Bove, Jr., Manager and authorized agent of 13-15 George Street, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed and the free act and deed of 13-15 George Street, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: 2.10.19

17 George Street, LLC

By: \_\_\_\_\_  
Richard J. Bove, Jr.  
Manager and Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, Vermont this \_\_\_ day of \_\_\_\_\_, 2017, personally appeared Richard J. Bove, Jr., Manager and authorized agent of 17 George Street, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed and the free act and deed of 17 George Street, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: 2.10.19

**Exhibit A**  
**Property Description**

64-68 Pearl Street

*[to be provided by Owner]*

70 Pearl Street

*[to be provided by Owner]*

80-90 Pearl Street

*[to be provided by Owner]*

3-11 George Street

*[to be provided by Owner]*

13-15 George Street

*[to be provided by Owner]*

17-19 George Street

*[to be provided by Owner]*

 <p><b>COMMUNITY &amp; ECONOMIC DEVELOPMENT OFFICE</b></p> <p>149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401        (802) 865-7144 • (802) 865-7024 (FAX)  <a href="http://www.burlingtonvt.gov/cedo">www.burlingtonvt.gov/cedo</a></p> <p><b>Noelle MacKay</b>  <i>Director, Community &amp; Economic Development Office</i></p>	<p><b>City of Burlington</b>        Department of Public Works</p> <p>802.863.0450        TTY  <a href="http://www.burlingtonvt.gov">www.burlingtonvt.gov</a>  <a href="http://t.GOV">t.GOV</a></p> <p>645 Pine Street,        Suite A        Burlington, VT        05402        802.863.9094 P        802.863.0466 F</p>
<p><b>Chapin Spencer</b>  <i>DIRECTOR OF PUBLIC WORKS</i></p> <p><b>Norman J. Baldwin, P.E.</b>  <i>ASSISTANT DIRECTOR OF PUBLIC WORKS</i></p>	

July 19, 2017

**To:** Public Works Commission  
**From:** Noelle MacKay, CEDO Director and Chapin Spencer, Director of Public Works  
**Cc:** Bob Rustin, CAO; Mayor's Office

**Re: Purchase and Sale of City Parking Lot at 70 Pearl Street**

This memorandum provides an overview for a purchase and sale of a City-owned parking lot at 70 Pearl Street. Staff from CEDO and DPW will be coming back to the Public Works Commission in September or October with a final purchase and sales document and a request for a positive recommendation on the purchase and sale agreement between the City and Rick Bove with respect to this property. At the July 19<sup>th</sup> Public Works Commission meeting we will provide an overview of the request.

***History of the Property***

The surface parking lot at 70 Pearl Street is owned and operated by the City of Burlington. The space is a flat, paved, .38-acre parcel with 30-foot wide access on Pearl Street that currently has 30 metered parking spots for transient parking. The property is subject to an easement and right of way which benefits the adjacent property. As part of an assessment of city-owned parking lots, DPW had an appraisal done by Allen and Brooks in July 2015. According to this appraisal, the right of way encumbers approximately 28% of the this parking lot and the market value is \$500,000. The appraisal report noted that, "Because of its physical character and location, it would be best suited for residential development, rather than commercial development." The assessed value of the lot for tax purposes is \$328,600.

Occupancy counts conducted by DPW demonstrated that utilization of this surface lot is low. From March 10<sup>th</sup> to July 31<sup>st</sup>, 2016, DPW conducted 45 counts of this lot. These counts indicated

that the lot had between 86% to 100% occupancy only twice, and between 51% to 85% occupancy four times. In the remaining 39 counts the lot was below 50% occupancy. In the month of August 2016, DPW initiated an aggressive occupancy counting program, counting this lot 20 times during the month in the afternoon and evenings of Thursdays, Saturdays, and Sundays. Of those 20 counts, occupancy was 51% or higher on only four occasions. Additionally, in the month of August deposit reporting procedures were adjusted in order to get a focused report on the revenue generated by this lot which was not possible under prior procedures. The monthly revenue for this lot was \$1,932.91 resulting in a simple pro forma annual revenue of \$23,194.92. A review of costs associated with utilities, servicing and maintenance of this lot shows an annual expense of \$8,345.20.

More recently, counts were taken 20 times in June and July of 2017. Only once the utilization rate was 45% with the average hovering at 18%. Based on Burlington Police Department Enforcement Report for June 1-30, 2017, only 16 violations written which indicating limited use of the site and level has dropped significantly in the past year. Based on the expenses and revenue reported in August of 2016 with all revenue and expenses being constant, the net resulting in 33.67 years to recoup the sale price. The declining revenue based on current (2017) occupancy and anticipation of operation expense would extend the payback.

### ***Proposed Redevelopment involving 70 Pearl Street***

Mr. Rick Bove, owner of 3 George Street LLC, approached the City in July of 2016 to discuss their desire to redevelop property they own in and around the City-owned parking lot. CEDO has been working to coordinate and evaluate his request since this first meeting.

The developer is proposing a mixed-use redevelopment which aims to create 27 apartment units (with 15 net new housing units), comprising a mix of single and two-bedroom unit apartments, 72 hotel rooms, 95 parking spaces and one commercial space (restaurant space to be leased out) at the edge of the downtown core.

The proposed redevelopment includes the following properties:

- #3-11 George Street (DT) – General Stannard House (Mixed use)
- #13 George Street (RH) – Residence
- #19 George Street (RH) – Residence
- #64 Pearl Street (DT) – Former Bove’s Restaurant
- #70 Pearl Street (DT) – City of Burlington (surface) Parking Lot

Earlier iterations of the redevelopment proposed building over the City of Burlington surface parking lot at 70 Pearl Street. More recently, Mr. Bove expressed an interest in purchasing the parking lot at the fair market value, if that was an option.

In order to achieve the current project’s goals, Mr. Bove proposes to demolish 64 Pearl Street and build a 72-room hotel with one commercial space on #64 Pearl Street and #70 Pearl Street; provide a total of 95 parking spaces at grade level and one underground story; demolish #13 and #19 George Street and combine those two lots to build a 20-unit apartment building in RH; and renovate #3-11 George Street (Stannard House), an historic structure, which currently contains 6 apartments and one commercial space, into seven market rate residential units.

Mr. Bove proposes to rent the 20 new apartments to tenants who receive Section 8 voucher assistance through the Burlington Housing Authority which pays a portion of the rent directly to the landlord. The remaining seven (7) apartments at the renovated Stannard House at #3-11 George Street will be market rate housing. According to Mr. Bove, management of these 27 residential units will be undertaken by Bove Brothers Realty, which, along with other staff recently hired Deb McCaffrey who worked as a rental specialist with the Burlington Housing Authority for 27 years.

With regard to the proposed 72-room hotel, Mr. Bove has a contract for a franchise hotel, Microtel Inn & Suites, owned by the Wyndham Hotel Group, one of the world's largest hospitality firms. According to Mr. Bove, management of the hotel will be undertaken by Channel Point hospitality whose vice president, Marian Goodman is a 30-year veteran of the hotel industry and who sits on the board of directors of Microtel. In 2016, J.D. Power, a global market research company rated Microtel Inn & Suites by Wyndham as the "highest in guest satisfaction among economy/budget hotel chains, 14 out of 15 years." Between the hotel and one commercial space, which will be a restaurant space to be leased, approximately 50 permanent jobs (30 jobs at the hotel and 20 at the restaurant), are estimated to be created.

It is anticipated that approximately 3-5 units of inclusionary housing units will be created, if the redevelopment moves forward.

#### ***Options Investigated by the City***

Working together, CEDO, DPW and the City's Attorney's Office investigated the options to maintain ownership and continue as a City parking lot at 70 Pearl Street. The City Team identified several challenge, including the following:

- (i) Maintaining a City property bound above and below within what would essentially become a single discrete building owned by a private developer would incur significant risks and complications. As evidenced by the City of Burlington's existing arrangement at the Westlake garage, managing facility and capital concerns in such a relationship can be challenging.
- (ii) Negotiating "Air Rights" for construction above the surface lot will rely on numerous unknowns and minimal comparable examples to derive a market value, while outright sale of the lot will have a supporting assessment value and demonstrated revenue potential.
- (iii) Further obscuring this public lot within the confines of a private development will likely continue the current low level of occupancy, utility, and revenue of this public parking resource.
- (iv) There are unknown costs associated with enclosing or partially enclosing this lot within a private structure. While the City may expect savings in the area of plowing and salting, there are likely to be additive needs such as lighting. Additionally, as proposed, the design will transition the City lot from an open lot with less than optimal visibility from surrounding structures to a covered space only visible to an observer at street level within the inner courtyard of the development's buildings. The risk of recurrent trespass and anti-social

activities within that largely hidden space will likely necessitate increasing security patrols, security cameras, etc. for the safety of customers and residents.

### ***PlanBTV Downtown and Waterfront: Underutilized Sites***

According to PlanBTV Downtown and Waterfront, while Burlington has a great many buildings and the City may appear built out because of the lack of large undeveloped parcels, there are numerous small and medium size parcels that are underutilized. This includes vacant lots, parking lots, buildings with suburban setbacks and single story buildings. PlanBTV specifically identifies the City Parking Lot at 70 Pearl Street as an underutilized site. These underutilized parcels have meant lost density and “led to unmet potential and an under-representation, in particular, of residential uses within the downtown,” PlanBTV states.

In addition, the City’s 2014 Municipal Development Plan land use section contains a policy that states: “Encourage the adaptive reuse and historically sensitive redevelopment of underutilized sites and buildings.”

If the City Parking Lot is sold and the proposed redevelopment occurs, the area would be transformed into a higher density, mixed-use community surrounded by more apartments, hotel rooms, one commercial space, parking at grade and below grade creating more parking in the City, and close to a modern transit center, rather than an underutilized asphalt surface parking lot.

### ***City Administration Recommendation***

After reviewing the utilization of the City-owned parking lot at 70 Pearl Street, reviewing other City Plans and investigating lease vs sale options, it is our recommendation that the City sell the site for redevelopment by Mr. Bove with the following recommendations related to parking:

- Sell for market-value appraisal of \$500,000 done by Allen and Brooks. Note that the encumbrance does not have a material impact on the value of the property;
- Propose that the large majority of the revenue would go to the Traffic Fund. \$100,000 is proposed to go to CEDO for their work on this project (research, due diligence, coordination, etc.) as well as for work on the Downtown Improvement District (DID) Working Group. DPW commissioned the Burlington Business Association (BBA) to investigate expansion of the DID which was one of the recommendations of the Downtown Parking and Transportation Management Plan. The participation from CEDO is more extensive than expected. Out of the sale will also come legal fees, with the remainder going to the Traffic Fund.
- If the City Parking Lot is sold and the project is not yet under construction, the property owner shall make available all 30 spaces of on-site parking for use by parkers in view of the demolition of Burlington Town Center (BTC) parking garage. The property owner shall self-manage the parking operation at rates not to exceed those at the City’s Lakeview Garage.
- Mr. Bove will consider shared onsite parking with minimal exclusive use spots, if agreements with the hotel allow. Mr. Bove is supportive of having 30 spaces of on-site parking at least during full workday hours available to the general public if traffic studies and zoning code allows for this. Rates will be no more than the rates of the City’s nearby Lakeview Garage. The property owner would manage and retain the funds for this parking operation.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the “Agreement”) is effective \_\_\_\_\_, 2017 (the “Effective Date”) and is made by and between the **City of Burlington**, a municipal corporation situated in Chittenden County, Vermont (the “Seller”) and **70 Pearl Street, LLC**, a Vermont limited liability company having a place of business in Burlington, Vermont (the “Buyer”).

### Background

A. Seller owns, in fee simple, a parcel of land used as a surface parking lot numbered 70 Pearl Street, Burlington, Vermont (the “Property”) which is Unit 3 in the Pearl Street Planned Community as described in the Declaration of Pearl Street Planned Community dated December 28, 2001 and recorded in Volume 714 at Page 548 of the City of Burlington Land Records and identified therein as being “Lot 3” identified on a plan entitled “Final Plat for Pearl Street Redevelopment, 64, 70, 78 & 86 Pearl Street, Burlington, Vermont” prepared by Vermont Land Surveyors, dated August 26, 1997 and August 1, 2001, and recorded in Map Slide 353D of the City of Burlington Land Records. The Property is also identified by the City of Burlington as Tax Map Parcel No. 044-2-022-000 and Vermont SPAN 114-035-14884.

B. Buyer is under affiliated ownership with 68 Pearl Street, LLC which owns the real property numbered 64-68 Pearl Street, Pearl Street Housing Venture, LP which owns the real property numbered 80-90 Pearl Street, 3 ½ - 11 George Street, LLC which owns the real property numbered 3-11 George Street, 13-15 George Street, LLC which owns the real property numbered 13-15 George Street, and 17 George Street, LLC which intends to acquire the real property numbered 17-19 George Street, all in Burlington, Vermont (the foregoing entities are referred to in this Agreement as “Buyer’s Affiliates”; the Property and the other referenced properties are collectively referred to in this Agreement as the “Combined Property”).

C. Buyer wishes to purchase the Property from Seller, and Seller wishes to sell the Property to Buyer in accordance with the terms and provisions of this Agreement. Purchase of the Property will enable Buyer and Buyer’s Affiliates to construct an urban, mixed use redevelopment project on the Combined Property that achieves and incorporates the following goals and objectives:

- Construct and operate a branded hotel with a level of quality and service similar to or higher than the level of quality and service of a Microtel Inn & Suites by Wyndham;
- Construct and operate two multi-family residential buildings that contain a total of at least 27 units;
- Maintain the historic General Stannard House, situated at the corner of Pearl and George Streets, in accordance with applicable historic preservation standards and guidelines as required by law;
- Construct and operate a parking structure that serves and supports the uses of the Combined Property and that contains at least thirty (30) parking spaces available to the general public for transient and monthly parking during off-peak parking demand hours (e.g., for use between 8:00 a.m. and 5:00 p.m. by daytime commuters to Burlington) at rates that do not exceed those rates in effect from time to time charged at the City of Burlington’s Lakeview Garage on Cherry Street;
- Enhance pedestrian activity along Pearl Street by providing first floor commercial uses

and constructing and maintaining landscaping, lighting and other site improvements as required by applicable law and permits;

- Manage on-site public parking resources in coordination with any future downtown parking management efforts undertaken by the City, such as inclusion in a downtown parking management district, inclusion of the public parking resources available on the Combined Property in educational material and maps that are made available to the public to describe available public parking resources in downtown Burlington, and participation in a website and/or smartphone app developed with regard to available public parking resources in downtown Burlington; and
- Participate, in good faith, in any new or expanded downtown improvement districts that include any portion of the Combined Property.

The foregoing is collectively referred to in this Agreement as the “Project.”

Now Therefore, in consideration of the foregoing, (which are incorporated into this Agreement by reference) and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. **Sale and Purchase; Buyer’s Acknowledgment.**

a. Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, the Property, in accordance with the terms and conditions set forth in this Agreement. Buyer represents that it and Buyer’s Affiliates own or will acquire all of the properties that comprise the Combined Property, meaning that the Combined Property will become the site of the Project, but the various parcels that comprise the Combined Property will be held in separate, but affiliated, ownership.

b. By purchasing the Property at the Closing, Buyer is agreeing that it has had an adequate opportunity to conduct its due diligence on the Property and, subject to the exceptions and limitations on liability contained herein, is acquiring the Property in its current “as is” condition based solely on its own due diligence. Buyer further acknowledges and agrees that neither Seller nor Seller’s employees, agents or representatives have made any representation or warranty as to the condition of the Property or the presence or absence of any hazardous materials on, in, under or within the Property; that the Property shall be conveyed by Seller to Buyer “as is,” and “with all faults;” and that neither Seller nor its agents, employees or other representatives have made any guarantee, representation or warranty, express or implied (and the Seller shall not have any liability whatsoever) as to the value, uses, habitability, condition, design, operation, financial condition or prospects, or fitness for a particular purpose or use of the Property, or any part thereof, or any other guarantee, representation or warranty whatsoever, express or implied, with respect to the Property, or any part thereof, or information supplied to Buyer with respect thereto. Further, Seller shall have no liability for any latent or hidden defect as to the Property unless Seller shall have known about such defect and shall have failed to disclose in writing its existence and described its nature to Buyer, and Seller shall have no liability for any latent or hidden defect as to the Property or the failure of the Property, or any part thereof, to comply with any applicable laws and regulations, including without limitation, building codes, zoning regulations, land use regulations, subdivision regulations, water supply and wastewater regulations, or Act 250. The provisions of this Section shall survive Closing.

c. Buyer hereby represents and warrants to Seller that:

- i. Buyer is a Vermont limited liability company, validly existing and in good standing

under the laws of the State of Vermont and has the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Agreement and any instruments and agreements contemplated herein. Buyer has taken all action required by law or by its organizational or corporate documents to authorize the execution, delivery, and consummation of the transaction contemplated hereby.

ii. The consummation of the transaction contemplated by this Agreement will not violate or be in conflict with any provision of Buyer's governing documents, or any other agreement or instrument to which Buyer is a party or by which Buyer is bound, or any judgment, decree, order, statute, rule or regulation applicable to Buyer.

iii. This Agreement constitutes the legal, valid and binding obligation of Buyer in accordance with its terms.

d. Seller hereby represents and warrants to Buyer that:

i. Seller is a Vermont municipality, validly existing and in good standing under the laws of the State of Vermont and has the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Agreement and any instruments and agreements contemplated herein. Seller has taken all action required by law or by its charter to authorize the execution, delivery, and consummation of the transaction contemplated hereby.

ii. The consummation of the transaction contemplated by this Agreement will not violate or be in conflict with any provision of Seller's charter or any agreement or instrument to which Seller a party or by which Seller is bound, or any judgment, decree, order, statute, rule or regulation applicable to Seller.

iii. This Agreement constitutes the legal, valid and binding obligation of Seller in accordance with its terms.

Section 2. **Purchase Price**. The purchase price (the "**Purchase Price**") to be paid by Buyer to Seller for the Property shall be Five Hundred Thousand U.S. Dollars (\$500,000.00). Buyer shall pay the Purchase Price to Seller as follows:

a. A deposit of Thirty Thousand Dollars (\$30,000.00) payable as provided in Section 3, by Buyer's check made within three (3) business days after the Seller's execution of this Agreement (the "**Deposit**").

b. The balance of the Purchase Price, subject to adjustment and to apportionment as set forth below, shall be paid at Closing (as defined below), by bank cashier's check, certified check or check drawn on an attorney trust account, in each case payable to Seller, or by wire transfer pursuant to written wire instructions given by Seller to Buyer no less than three (3) business days prior to the Closing.

Section 3. **Deposit**. The Deposit shall be held by Wick and Maddocks (the "**Escrow Agent**") in a non-interest bearing escrow account. Each party shall pay one-half of the Escrow Agent's fee to serve as escrow agent for this transaction. The Deposit shall be applied to the Purchase Price at Closing. In the event the Closing does not occur, the Deposit shall be disbursed as provided herein.

Section 4. **Seller's Closing Conditions**. Seller's obligation to close shall be conditioned upon the following ("**Seller's Closing Conditions**"), each of which is for the benefit of Seller and may be waived by Seller in its discretion:

a. 19 George Street. One of Buyer's Affiliates shall have acquired the lands and premises known as 19 George Street.

b. Franchise Agreement. Buyer's entry into a franchise agreement with Wyndham Hotel Group or another franchisor of a nationally-franchised brand of hotel with a level of quality and service similar to or higher than the current level of quality and service of a Microtel Inn & Suites by Wyndham, as reasonably determined and selected by Buyer. Buyer shall provide Seller with a copy of such executed agreement, which Buyer may redact to protect any financial or other terms commonly deemed to be a trade secret or confidential.

c. Receipt of Project Permits. Buyer's receipt, prior to Closing, of all federal, state and municipal permits, approvals and consents necessary to authorize the construction and operation of the Project. Buyer shall provide Seller with copies of all such permits, approvals and consents upon request.

d. Commencement of Construction. Buyer shall provide Seller with evidence, to Seller's reasonable satisfaction, of Buyer's obligation, commitment and financial wherewithal to materially commence construction of the Project on the Property within one month of the Closing Date. For purposes of this provision, the material commencement of construction requires the commencement of construction of building improvements and not only the excavation and removal of asphalt and soil.

e. Post-Closing Agreement. Buyer, Buyer's Affiliates and Seller shall have executed an agreement substantially in the form attached hereto as **Exhibit A** and made a part hereof on or prior to the date of Closing (the "Post-Closing Agreement"), and Buyer shall provide Seller with the property descriptions to be included in the Post Closing Agreement together with evidence that the parties to the Post Closing Agreement own the real properties identified therein.

f. Compliance with Municipal Obligations. As of the Closing Date, all real property in the City of Burlington owned or managed by Richard J. Bove, Jr. or Mark Bove or owned or managed by any entity for which Richard J. Bove, Jr. or Mark Bove is a trustee or beneficiary or any entity in which Richard J. Bove, Jr. or Mark Bove is a member, manager, partner, shareholder, director or officer (any "Bove Property"), shall be in full compliance with (i) all permits, approvals or consents granted or issued by the City of Burlington, (ii) all regulations, codes, laws or ordinances promulgated, administered or enforced by the City of Burlington, and (iii) all agreements made with the City of Burlington (collectively, all "Obligations"), including without limitation the payment of all fees, fines, costs or expenses associated therewith; provided that Seller's agreement to close on the sale of the Property pursuant to this Agreement shall not mean, and shall not be implied, construed or asserted to mean, that any Bove Property is actually in compliance with any Obligation as determined by the appropriate governmental and regulatory authorities.

g. No Contested Cases. As of the Closing Date, there shall be no ongoing, unresolved contested cases between the City of Burlington and any owner or manager of a Bove Property, including without limitation any administrative proceedings, litigation or arbitration.

h. Property Taxes. Buyer shall provide Seller with evidence, to Seller's reasonable satisfaction, that the Combined Property will be not be owned by entities that are exempt from the obligation to pay full municipal and state-educational property taxes.

Section 5. Buyer's Closing Conditions. Buyer's obligation to close shall be conditioned upon the following (each a "Buyer Closing Condition", and together "Buyer Closing Conditions"); each of which is for the benefit of Buyer and may be waived by Buyer in its discretion::

a. Buyer's investigation, review and acceptance, in its sole discretion, of the condition of the Property, including without limitation the environmental condition of the Property and any applicable development limitations, in accordance with the following: For a period of ninety (90) days after the Effective Date, Buyer may perform due diligence relating to the Property (the "Due Diligence Period"). During the Due Diligence Period, Buyer and its architects, engineers and other representatives (collectively, "Buyer's Agents") may inspect the Property and conduct such reviews, tests and studies and take such actions as Buyer shall deem appropriate in connection with its investigation of the Property. Seller shall cooperate with Buyer's due diligence. Seller hereby authorizes Buyer and Buyer's agents, employees, and invitees to go on the Property for the purpose of making any and all inspections, tests, and studies as Buyer deems reasonably necessary or appropriate for Buyer to perform its due diligence under this Agreement.

Buyer shall, in conducting any inspections, investigations or tests, Buyer and Buyer's Agents shall: (i) promptly repair (at its sole cost) damage caused by it to any part of the Property and restore the Property (at its sole cost) to the condition that existed prior to the commencement of the due diligence or such other activities; (ii) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (iii) coordinate inspections, investigations or tests that will impact the travel lanes or parking spaces on the Property in advance with DPW Assistant Director – Parking & Traffic; and (iv) not permit any liens to attach to the Property by reason of the exercise of Buyer's rights hereunder. Without limiting the foregoing, Buyer shall coordinate any invasive environmental testing of the Property in advance with the DPW Assistant Director – Parking & Traffic.

If Buyer breaches any of the foregoing limitations placed on its due diligence activities, Buyer shall save and hold Seller and its successors and assigns harmless from any claim, damage, cost or expense, including reasonable attorneys' fees, for any damage arising therefrom including, without limitation, damage to the Property or for any personal injuries arising in whole or in part from any inspections, tests, surveys and/or studies performed by Buyer or Buyer's Agents. Buyer's obligations hereunder shall survive the termination of this Agreement for any reason.

If the results of Buyer's due diligence are not acceptable to Buyer, Buyer may, in Buyer's sole discretion, on or before the expiration of the Due Diligence Period elect to: (x) terminate this Agreement by providing written notice of termination to Seller (in accordance with the notice provisions set forth below in Section 18), in which case all of the rights and obligations of the parties to this Agreement shall cease and terminate; or (y) waive the satisfaction of such conditions and proceed with the purchase contemplated by this Agreement without a reduction in the Purchase Price, but subject, however, to the remaining Buyer Closing Conditions set forth in this Agreement. Buyer's failure to provide notice of termination in accordance with the terms of this Section shall be deemed a waiver of the satisfaction of this Buyer Closing Condition.

b. Buyer's receipt of all federal, state and municipal permits, approvals and consents necessary in connection with the Project, each issued without conditions to which Buyer reasonably objects, and such permits, approvals and consents having become final and unappealable (the "Permits") by the date that is six (6) months after the Effective Date (the "Permit Contingency Period", which shall commence to run upon expiration of the Due Diligence Period). Buyer shall compile the necessary information and diligently file complete applications for all permits and approvals required in connection with its proposed redevelopment of the Property and shall thereafter use diligent, good faith efforts to pursue such permits at Buyer's sole cost and expense, with the understanding that Buyer shall not be obligated to appeal any decision made by a regulatory authority or court that either denies a permit application made by Buyer or which contains conditions to which Buyer objects, and Buyer shall not be obligated to defend any appeal filed by a third party of a permit issued to Buyer by any regulatory

authority or court. Buyer shall provide copies of all permit applications to Seller in advance of filing for Seller's consent, such consent not to be unreasonably withheld, conditioned or delayed, and Seller shall cooperate with Buyer in Buyer's efforts to obtain the Permits, including without limitation by promptly executing and returning to Buyer all applications therefor prepared by Buyer at its expense. Buyer shall also use good faith efforts to keep Seller apprised of the status of its efforts to obtain the Permits. So long as Buyer shall have applied for one or more Permits and shall be diligently pursuing such Permits, Buyer shall have the right to extend the Permit Contingency Period for up to six (6) consecutive periods of one month each (for a total of six (6) additional months) in its discretion. In addition and notwithstanding the foregoing, if Buyer obtains a necessary permit or approval within the Permit Contingency Period and an unaffiliated third party files an appeal of any such permit or approval within the applicable appeal period, then the Permit Contingency Period shall be extended until such appeal process is concluded so long as Buyer notifies Seller that a third-party appeal has been filed within five (5) days of such filing and Buyer diligently defends any such appeal.

If Buyer determines, in its sole discretion, that it has been or will be unable to secure the Permits, Buyer may, in Buyer's sole discretion, on or before the expiration of the Permit Contingency Period, as it may be extended by Buyer, elect to: (i) terminate this Agreement by providing written notice of termination to Seller (in accordance with the notice provisions set forth below in Section 18), in which case all of the rights and obligations of the parties to this Agreement shall cease and terminate; or (ii) waive the satisfaction of such conditions and proceed with the purchase contemplated by this Agreement without a reduction in the Purchase Price, but subject, however, to the remaining Buyer Closing Conditions set forth in this Agreement. Buyer's failure to provide notice of termination in accordance with the terms of this Section shall be deemed a waiver of the satisfaction of this Buyer Closing Condition.

c. Buyer's receipt of a commitment for satisfactory financing for the purchase of the Property and the development and construction of the Project. Buyer shall have a period of forty-five (45) days after the expiration of the Permit Contingency Period, as it may be extended by Buyer, (the "Financing Contingency Period") to satisfy this Buyer Closing Condition. Buyer agrees to act diligently and in good faith to obtain a commitment for such financing and shall, within five (5) business days from the end of the Permit Contingency Period, submit an application for such financing to at least one financial institution. If Buyer determines, in its sole discretion, that it will be unable to secure the necessary financing, Buyer may, in Buyer's sole discretion, on or before the expiration of the Financing Contingency Period elect to: (i) terminate this Agreement by providing written notice of termination to Seller (in accordance with the notice provisions set forth below in Section 18), in which case all of the rights and obligations of the parties to this Agreement shall cease and terminate; or (ii) waive the satisfaction of such conditions and proceed with the purchase contemplated by this Agreement without a reduction in the Purchase Price. Buyer's failure to provide notice of termination in accordance with the terms of this Section shall be deemed a waiver of the satisfaction of this Buyer Closing Condition.

d. One of Buyer's Affiliates shall have acquired the lands and premises known as 19 George Street.

e. The Burlington City Council shall have approved the transaction described by this Agreement.

Section 6. **Closing; Operation of a Parking Lot.**

a. The closing and transfer of title to the Property (the "Closing") shall take place at an agreed upon location in Burlington, Vermont on or before that date that is thirty (30) days after all Buyer Closing Conditions shall have been satisfied (the "Closing Date") so long as all Seller Closing Conditions

shall also have been satisfied. If any Seller Closing Conditions shall not also have been satisfied by the Closing Date, then Seller shall have the right to terminate this Agreement, provided that if all Buyer Closing Conditions have been satisfied and all Seller Closing Conditions other than Section 4(d) (Commencement of Construction) have been satisfied, and the reason that Buyer has not satisfied Section 4(d) is because Buyer does not want to commence construction in the winter, then Seller will agree to delay the Closing until the next spring thaw so that Buyer will not be required to commence construction while the ground is frozen.

b. Seller will have the right to continue to use and operate the Property as a public parking lot from and after the date of this Agreement, including after the Closing, until Buyer commences excavation of a building foundation for the Project on the Property, which shall be upon at least two (2) weeks' notice to Seller. During the period when the Seller is using the Property as a parking lot: Seller shall be entitled to retain all rents and income from such operations without any obligation to pay rent to Buyer; Buyer will not be obligated to pay taxes on the Property; and Seller will be responsible for all utility, plowing, landscaping and insurance expenses associated with such use. Seller shall hold Buyer harmless from and against any cost, expense or liability arising out of Seller's operation of a parking lot on the Property. The parking meters located on the Property are and shall remain the Seller's personal property, and the Seller shall remove them from the Property at its expense, provided that Seller may, in its discretion, choose to abandon in place some or all of the poles that support the meters.

Section 7. **Transfer Documents.** Seller shall deliver to Buyer, at the Closing, against payment of the Purchase Price, in form satisfactory to Buyer and its counsel:

a. A certified copy, in form suitable for recording, of the Burlington City Council approval for the transaction described by this Agreement.

b. A Vermont Warranty Deed subject to all easements, rights of way, covenants, conditions, permits, and other restrictions on use of record and affecting the Property listed and identified thereon, and all rights of the public and others legally entitled thereto in any portion of the Property lying within the boundaries of Pearl Street not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601 et seq.

c. A completed Vermont Property Transfer Tax Return.

d. Each other document or instrument necessary to vest in Buyer marketable title to the Property sufficient to enable Buyer to obtain a title insurance policy from a national title insurance company.

Section 8. **Title.** Buyer shall cause title to the Property to be examined and shall notify Seller in writing on or before the expiration of the Due Diligence Period of the existence of encumbrances and defects in the title which render Seller's title to the Property unmarketable as defined herein ("Buyer's Title Objections"). Within five (5) business days after the date that Seller received Buyer's Title Objections, Seller shall provide Buyer with written notice of its plan to address and/or resolve Buyer's Title Objections ("Seller's Title Plan"). If Seller's Title Plan is not acceptable to Buyer, Buyer may terminate this Agreement within five (5) business days after the date that Buyer received Seller's Title Plan by providing Seller with notice of termination, in which case all of the rights and obligations of the parties to this Agreement shall cease and terminate and the Escrow Agent shall disburse the Deposit to Buyer. If, however, Buyer does not timely object to Seller's Title Plan and fails to timely provide notice of termination, Seller shall use its best efforts to implement Seller's Title Plan and Seller shall deliver at Closing, and Buyer shall accept at Closing, such title as Seller is able to convey following successful implementation of Seller's Title Plan.

This Section shall not be construed to be a waiver of a claim against marketability by Buyer for a defect arising between the date of Buyer's examination of title and the date of Closing, which defect(s) in that event shall be removed or corrected by Seller prior to Closing.

As used herein, marketable title shall be defined with reference to the Vermont Marketable Title Act (27 V.S.A. § 601 *et seq.*) and the Title Standards of the Vermont Bar Association in force on the date hereof.

Section 9. **Adjustments to Purchase Price.** All utility bills, and other expenses associated with the ownership of the Property shall be prorated at the time of Closing, provided that if Seller continues to use the Property as a public parking lot following Closing in the manner described above, then such expenses shall be prorated as of the date that Seller ceases to use the Property as a public parking lot rather than at the time of Closing.

Section 10. **Vermont Property Transfer Tax.** Buyer shall pay any Vermont Property Transfer Tax due in connection with the purchase and sale of the Property.

Section 11. **Risk of Loss.** The risk of loss due to damage to the Property by natural disaster or environmental accident resulting in the Property being rendered undevelopable for purposes of the Project is on Seller until the Closing. In the event of a casualty loss prior to Closing, or other loss by natural disaster or environmental accident, Buyer may, in full satisfaction of Buyer's obligations hereunder, either: (a) elect in writing to terminate this Agreement, and upon such notification Seller shall direct Escrow Agent to promptly return the Deposit to Buyer, and upon Buyer's receipt of the Deposit, all further rights and liabilities of the parties hereto by any reason of this Agreement shall be at an end; or (b) elect to close the transaction without reduction in the Purchase Price, in which case Seller shall assign to Buyer all of Seller's rights to funds to which Seller may be entitled on account of any casualty loss, if any, and shall assign to Buyer all pending claims for insurance then in process, if any, and shall cooperate with Buyer to allow Buyer to collect the proceeds of the insurance.

Section 12. **Default and Termination.**

a. If Buyer shall fail to complete the purchase of the Property as provided herein for reasons other than as set forth in Sections 5, 8 or 11 or is otherwise in default of its obligations under this Agreement, Seller's sole remedy shall be to terminate this Agreement and retain the Deposit.

b. If Seller shall fail to complete the sale of the Property as provided herein for reasons other than as set forth in Sections 4, 8 or 11 or is otherwise in default of its obligations under this Agreement, Buyer may terminate this Agreement and receive back the Deposit, or pursue alternative legal or equitable remedies provided by law, including specific performance and damages.

c. In the event that a legal action is instituted arising out of a breach of this Agreement, the substantially prevailing party shall be entitled to have its reasonable attorneys' fees and costs paid by the other party.

d. In no event is either party entitled to consequential, punitive, or special damages, except in the context of an indemnification against a third party claim. If an indemnified claim of a third party includes consequential, punitive or special damages, the indemnitor shall be obligated for such amounts.

Section 13. **Escrow Agent.** The Escrow Agent's duties shall be limited to the duties outlined herein. The parties hereto shall indemnify and hold harmless the Escrow Agent from and against all costs,

expenses and fees, including legal fees, incurred as a result of a dispute hereunder, unless the dispute is caused by Escrow Agent's breach of the terms of this Agreement, gross negligence or willful misconduct. If the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands which, in its opinion, are in conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action other than to safely keep the Deposit in escrow until it shall be directed otherwise pursuant to a joint notice from the parties hereto. If any controversy arises among the parties hereto or with any third person with respect to the subject matter of this Agreement, its conditions or terms, the Escrow Agent may request the parties to resolve such controversy to its satisfaction or the Escrow Agent may file an interpleader or other appropriate action with a court having jurisdiction over such matters in order to resolve such controversy. In any event, the Escrow Agent shall not be required to determine the same or take any action whatsoever, but may await the settlement of any such controversy by final appropriate legal process.

Section 14. **Commissions and Fees.** The parties warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any other finder's fees or commissions related thereto, and each party agrees to indemnify and hold harmless the other for all claims or demands of any real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

Section 15. **Binding Contact; Governing Law.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns. Each individual executing this Agreement represents and warrants that he or she has the requisite power and authority to execute this Agreement on behalf of the party for which he or she acted, and in doing so to bind such party to the terms and provisions hereof. This Agreement shall be governed by Vermont law (without giving effect to conflicts of laws principles), and each party hereto hereby irrevocably and unconditionally (a) submits to the personal jurisdiction of the state and federal courts situated in Chittenden County, Vermont over any suit, action or proceeding arising out of or relating to this Agreement, and (b) waives any and all personal rights under the laws of any state to object to jurisdiction within the State of Vermont or venue in the state and federal courts situated in Chittenden County, Vermont.

Section 16. **Assignment.** Neither party shall have the right to assign its rights and obligations under this Agreement to any party without first obtaining the other party's consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Buyer shall have right to assign, at or prior to Closing, its rights and obligations hereunder to an affiliated entity, meaning a corporation, partnership or limited liability company controlling, controlled by or under common control with Buyer.

Section 17. **Further Assurances.** The parties shall execute, acknowledge and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intent and purpose of this Agreement.

Section 18. **Notices.** Any notice or other communication to be given hereunder shall be in writing and either hand delivered, mailed via certified mail with return receipt requested, or sent by nationally recognized overnight courier (e.g., Federal Express) to such party at the address or number set forth below:

If to Seller:

Noelle MacKay  
Director of Community and Economic Development Office  
City Hall, Room 32

149 Church Street  
Burlington, Vermont 05401  
Email: nmackay@burlingtonvt.gov

with a courtesy copy to:

Jeremy Farkas, Esq.  
Murphy Sullivan Kronk  
275 College Street  
P.O. Box 4485  
Burlington, VT 05406-4485  
Telephone No.: (802) 861-7000  
Email: jfarkas@mskvt.com

If to Buyer:

70 Pearl Street, LLC  
c/o Richard J. Bove, Jr.  
218 Overlake Drive  
Colchester, VT 05446  
rickbove@comcast.net

with a courtesy copy to:

Carl H. Lisman, Esq.  
Lisman, Leckerling, P.C.  
84 Pine St., 5<sup>th</sup> Floor  
PO Box 728  
Burlington, VT 05402  
clisman@lisman.com

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by overnight service, next-day after sending; or (iii) if hand delivered, upon delivery.

Section 19. **Entire Agreement; Amendment.** This Agreement, including the form of Post-Closing Agreement attached hereto as Exhibit A and made a part hereof, embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom such amendment, waiver or discharge is to be enforced.

Section 21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be evidenced by a copy sent by facsimile, .pdf or other secure electronic format and each such copy shall be deemed an original, shall be binding upon the parties for all purposes herein, and shall constitute one and the same instrument.

Section 22. **Captions; Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first mentioned above.

IN PRESENCE OF:

SELLER

City of Burlington

By: \_\_\_\_\_  
Miro Weinberger, Mayor

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, Vermont this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared Miro Weinberger, Mayor of the City of Burlington, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed for himself and on behalf of the City of Burlington.

Before me: \_\_\_\_\_  
Notary Public  
My Commission Expires: 2.10.19

BUYER

70 Pearl Street, LLC

By: \_\_\_\_\_  
Richard J. Bove, Jr.  
Manager and Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, Vermont this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared Richard J. Bove, Jr., Manager and authorized agent of 70 Pearl Street, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed and the free act and deed of 70 Pearl Street, LLC.

Before me, \_\_\_\_\_  
Notary Public  
My commission expires: 2.10.19

ESCROW AGENT

Wick and Maddocks

By: \_\_\_\_\_  
Jeffrey Wick, Authorized Agent

**Exhibit A**  
**Form of Post-Closing Agreement**



**CITY OF BURLINGTON**  
**DEPARTMENT OF PUBLIC WORKS**

OFFICE OF PLANNING  
645 PINE STREET, SUITE A  
BURLINGTON, VT 05402  
802.863.9094 P  
802.863.0466 F  
802.863.0450 TTY  
[WWW.BURLINGTONVT.GOV](http://WWW.BURLINGTONVT.GOV)

**CHAPIN SPENCER**  
*DIRECTOR OF PUBLIC WORKS*

**NORMAN J. BALDWIN, P.E.**  
*ASSISTANT DIRECTOR OF PUBLIC WORKS*

**Date:** November 9, 2017  
**To:** Public Works Commission  
**From:** Norman J. Baldwin, P.E. *NJB*  
City Engineer/Ass't Director of Public Works  
**C.C.** Chapin Spencer, Director of Public Works

**Subject: Request to Repeal and Replace Access Management Driveway Standards**

The Department is seeking to improve our engineering standards. As the City department responsible for the stewardship our street network, it is important to have access management standards in place to preserve the safety and flow of traffic on our street network.

At the April 2017 Commission Meeting staff presented Driveway Access Standards for their consideration which we adopted that same evening.

The current standards follow the Vermont Agency of transportation Access Management Program Guidelines, with the following exceptions

Use	Current City Standard	State of Vermont Standards
Single Family Home	12' Max	12' Min., 24' Max.
Small Apartment Complex(<10 trips/Peak Hour)	16' Max	24' Min., 40' Max.
Commercial Properties(Single Unit Vehicles<5 Trip/Peak Hour)	20' Min., 30' Max	24' Min., 40' Max

Staff applies these standards through our:

- Excavation Inspectors process of reviewing and issuing curb cut permits.
- Or Engineering staff participating in a Development Review Process, providing technical review.

Shortly after the April adoption of these driveway standards, we had encountered an issue with a property on Staniford Road in which is a Single Family, Owner Occupied Home that a two bay garage proximal to the public right of way under construction that requires a curb cut permit to have access to their garage.

Under the current Driveway Standards the property owner would only be entitled to a 12' curb cut. With a 12' curb cut the property owner would be challenged to gain access to both bays in their newly constructed garage.

The current standard was modeled around our more dense urban areas and did not

- take into account the range of properties throughout the City,

**An Equal Opportunity Employer**

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- nor did it provide administrative flexibility for staff to take into consideration the challenges staff and the public would encounter in meeting the spirit and intent of providing safe access to our roadway network.

In revisiting this issue staff reviewed

- Vermont Agency of Transportation, “Access Management Program Guidelines”
- Vermont Agency of Transportation, “Standards for Residential and Commercial Driveways, Standard B-71”
- Town of Williston, Vermont, “Williston Public Works Standards and Specification”
- Town of Colchester, Vermont, “Colchester Public Works Specifications and Standards”

### Background Information:

Town of Colchester

Only one driveway per lot is permitted unless more are approved by the Public Works Department. More than one driveway may be approved in cases where public traffic circulation patterns or safety will be enhanced. All road pavement cuts in existing roads shall be performed in accordance with Chapter 13 of the Town of Colchester ordinances entitled Streets and Sidewalks. Driveway aprons accessing paved streets shall be either Asphalt or concrete.

Any access serving five or more residential dwellings; or other residential, retail, commercial and/or industrial access deemed by the Public Works Director to benefit the public health, safety and general welfare, shall be developed and constructed in accordance with these Public Works Specifications.

Return radii and driveway width shall be minimum necessary to accommodate the Town's fire equipment and appropriate design vehicle for anticipated use.

It is the Town's intent to limit the number of traffic conflict locations and maximize safety of the traveling public by reviewing and implementing access management practices.

Unless a shared driveway is proposed, driveways shall be located as far apart as possible. Before approval is granted for the location and size of new or reconstructed driveways, the town will review and consider the following in an effort to enhance access management.

- Minimizing the number of access points
- Spacing of access points
- Potential for shared access with adjoining properties
- Size of lot and ability to provide access
- Grades of access and roadway
- Pedestrian traffic
- Speed of roadway
- Number of traffic lanes and shoulder width
- Proximity to adjacent intersection (see Figure 3.11)
- Traffic volumes
- Sight distance (see Figure 3.13)

Town of Williston

A maximum of two (2) rear lots without public road frontage may be served by a private driveway. Additionally, a private driveway may replace direct road access for two (2) abutting lots with existing public road frontage (60 foot minimum frontage).

Driveways shall comply with the requirements on the Typical Residential Drive Detail and Profile, and sight distances for a private driveway shall comply with the most recent V.A.O.T. Standard B-71.

### Staff Conclusions:

It is staff's position:

- It makes good sense to adopt the States of Vermont's standards of practice given many our roadways receive State and Federal Support.
- State of Vermont's process of adopting these standards follow industry standards of practice that have had extensive technical research and public vetting.
- To ensure the rural and urban municipal context is properly represented in staff's research, Driveway and Access Management Standards were gathered from two peer communities Williston and Colchester.
- The same general technical relational framework of how driveway access has the potential to affect safety and mobility along a right of way corridor is understood and expressed by the State of Vermont, and neighboring communities.
  - The spacing of driveway and how it interrupts all modes of mobility along a roadway corridor.
  - How each access creates a point of conflict.
  - Though access is necessary, access must be given judiciously with careful consideration to the effect access has on safety.
  - The sizing of driveway access points need to meet the demonstrated need to successfully activate the adjacent land uses.
  - There are countless scenarios that exist and the standards adopted need to be flexible to appropriately balance the competing interests.
- Repealing the existing Driveway Standards is necessary.
- Adopting the two VTRANS as reference Guidance and Design Documents will be necessary for preserving, improving public safety, and allowing reasoned access to properties.
  - "Access Management Program Guidelines"
  - "Standards for Residential and Commercial Driveways, Standard B-71"
- A transparent, flexible, local decision making process must be in place to support the application of these general design principles. Daily decision making will rest with the Excavation Inspector, with an opportunity to appeal the decisions of the Excavation Inspector to the City Engineer.

#### **Staff Request:**

Seeking the Public Works Commission to adopt the following:

- The City will make use of the most current Vermont Agency of Transportation, "Access Management Program Guidelines", "Standards for Residential and Commercial Driveways, Standard B-71" as guiding documents in our review and permitting of driveway cuts. The reference documents are meant to assist and not bind the judgement of professional staff in their decision making. (see attached reference documents)
- The public will be provided an opportunity to appeal staff decisions related to access management to the City Engineer.

If there are any further questions please feel free to give me a call. I will be at the meeting to answer any questions you may have.



VERMONT  
AGENCY OF TRANSPORTATION

**ACCESS MANAGEMENT  
PROGRAM GUIDELINES**

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Defining

*Access  
Management*



“a process that provides or manages access to land development while simultaneously preserving the flow of traffic on the surrounding road system in terms of safety, capacity needs, and speed.”

Utilities & Permits Unit  
Program Development Division

July 1, 1999

Rev July 17, 2000

Rev Nov 15, 2001 (Category 4 & Table 1-1 changes)

Rev. July 22, 2005

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## **THE ACCESS MANAGEMENT PROCESS**

### **Introduction**

The Vermont Agency of Transportation (VAOT) uses the process of *access management* to manage access to land development while simultaneously preserving the flow of traffic on the surrounding road system in terms of safety, capacity, and speed. Communities have been encouraged to employ the principles and techniques of access management during site plan review. The process of access management is a cooperative effort on the part of the local zoning and planning agencies and the VAOT.

Access management balances mobility and access. As communities grow, it is sometimes difficult to get the most value from each parcel of land as it is developed. For example, property that does not abut a public street or highway is referred to as "landlocked." The value of the landlocked property is usually much lower than property with direct access to a public road or street. On the other hand, parcels with driveways too close to an intersection are not easily accessed if traffic frequently backs up and blocks the entrance. Clearly, the property has a much higher value if its driveway locations are well planned and designed. So the goal of access management is to achieve a safe and efficient flow of traffic along a roadway while preserving reasonable access to abutting properties. Achieving this goal requires a careful balancing act in the application of access design standards and regulations.

### **Where Access Management is Used**

The need for better access management is most obvious in strip commercial areas where driveways are found every few feet. Too many driveways can confuse drivers, who become uncertain as to when turns into or out of driveways will be made. Their existence results in a large number of turning movements and conflicts points, increasing the potential for traffic accidents. In addition, where there are no turn lanes, each turning vehicle slows traffic and reduces the carrying capacity of the road. Unfortunately, once an access management problem is obvious, it is often too late to correct. By managing access to the highway system during project planning stages, safe access can be provided while preserving traffic flow.

Access management can benefit properties in all communities and along all types of roads. Its principles have been a part of roadway design for many years. For example, freeways function to move large volumes of traffic at high speeds for long distances because access is limited. In contrast, residential streets function primarily to provide access to homes.

The key to effective access management is linking appropriate access design to roadway function. Successful access management protects and enhances property values while preserving the public investment in our roads.

The primary design techniques used in access management focus on the control and regulation of the spacing and design of the following:

- Driveways and streets
- Medians and median openings
- Traffic signals
- Freeway interchanges

### **Benefits of Access Management**

Transportation officials and planners are showing more interest in access management because of increasing traffic congestion, traffic safety issues, and the rising costs of road improvements. Good access management can accomplish the following:

- Reduce crashes and crash potential.
- Preserve roadway capacity and the useful life of roads.
- Decrease travel time and congestion.
- Improve access to properties.
- Coordinate land use and transportation decisions.
- Maintain travel efficiency and related economic prosperity.

### **Basic Principles of Access Management**

Six basic principles are observed in achieving the benefits of access management.

- Limit the number of conflict points.
- Separate conflict points.
- Separate turning volumes from through movements.
- Locate traffic signals to facilitate traffic movement.
- Maintain a hierarchy of roadways to function.
- Limit direct access on higher-speed roads.

### **Consequences of Not Managing Access**

- The efficiency of our transportation system will deteriorate, and traffic and land use conflicts will also increase.
- Poorly planned strip commercial development will be encouraged.
- The number of private driveways will proliferate.

- ❑ The existence of more driveways means more traffic conflicts, crashes, and congestion.
- ❑ The public's investment in Vermont's roadways will be diminished.
- ❑ Roads will have to be widened at great public expense to make up for capacity lost to inefficient traffic operations.
- ❑ The incompatibility of providing land service and traffic service will become more severe.
- ❑ Neighborhood streets will be used to bypass congested intersections.

### **Existing State and Local Access Management Programs**

Good access management is frequently achieved when state and local units of government cooperate in land use and transportation management decisions. There are many examples of access management cooperation between state and local governments in Vermont, and opportunities exist for even greater cooperation.

More local governments in Vermont are developing access management programs. Many new access management efforts are being proactively adopted to head off problems before they occur. This is an important point: The best access management programs are launched before problems develop, thereby reducing traffic crashes and preserving existing road capacity. Local access management programs range in sophistication from simple standards that separate and reduce the number of new driveways, to requirements for shared driveways and frontage roads, to remediation programs in areas where access-related problems are severe. Most local access management requirements are embodied in zoning regulations and are based on corridor access management plans.

The VAOT has practiced the principles of access management in varying degrees since the early 1980s through the use of various access management techniques. These techniques have been used on Agency projects and through access permitting to mitigate the effects of development along various segments of highways. With renewed interest in corridor preservation as a method of reducing the need for transportation improvements to increase capacity, the Agency has developed the following Access Management Classification System and Standards. This system will allow the Agency to manage the State highway system in terms of levels of service and functional integrity in a coherent and coordinated manner.

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**VERMONT AGENCY OF TRANSPORTATION  
ACCESS MANAGEMENT CLASSIFICATION  
SYSTEM AND STANDARDS**

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- **PURPOSE & DEFINITIONS**
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**PURPOSE.** The following sections outline an access classification system and standards to ensure consistency in the permitting process. Title 19 V.S.A. Section 1111 provides for the control of vehicular ingress to, and egress from, the State Highway System. In essence, VTTrans considers access permit applications and approves or denies access using location and design criteria. VTTrans does not intend to deny reasonable entrance and exit to or from property abutting the highway except on limited access highways. All segments of the State Highway System shall be assigned an access category with applicable standards. The classification system and standards are intended to (1) protect and promote safety of the traveling public, (2) provide for the mobility of people and goods by preserving reasonable levels of service (LOS), and (3) preserve the functional integrity of the State Highway System by protecting the public investment in the existing highway infrastructure. The standards for each category provide VTTrans with the parameters necessary to apply consistent permitting conditions based on a uniform classification system of all State Highways.

**DEFINITIONS.** For the purpose of the following sections, these definitions shall apply:

- (1) **"Access"** means a driveway, street, turnout, or other means of providing for the right of access to or from the State Highway System. For the purpose of this system, two one-way accesses to a property may constitute a single connection.
- (2) **"Agency"** means the Vermont Agency of Transportation.
- (3) **"Auxiliary Lane"** means the portion of the roadway adjoining the traveled-way for parking, speed change, turning, weaving, truck climbing, and other purposes supplementary to the through-traffic movement.
- (4) **"Bandwidth"** means a width of time in seconds that a percentage of traffic would flow uninterrupted through a coordinated signal system. The greater the percentage of bandwidth, the higher the roadway capacity.
- (5) **"Change-in-Use"** means a change in the use of the property that results in increased traffic volumes entering and exiting the highway system. The Agency will use the current edition of the Institute of Transportation Engineers "Trip Generation Manual" (or actual data), to determine projected traffic volume increases. When the proposed use increases trip generation by 25% (either peak hour or daily) and exceeds 100 vehicles per day more than the existing use the Agency may require a change in access configuration or other measures to protect and promote safety and protect the public's investment in the highway infrastructure. Where such additional traffic volumes are projected or the type of vehicles being accommodated by the access changes, the property owner is required to contact the Vermont Agency of Transportation to determine if a new permit application and modifications to existing access(es) will be required. If the Agency determines that the increased traffic generated by the property does not require modifications to the existing permitted access, a new permit application shall not be required. "Change-in-Use" also means a change from residential to commercial use, regardless of trip generation with the exception of "home occupations" as defined in Chapter 117 of Title 24.
- (6) **"Controlled Access Highway"** means a highway or segment of highway where access is allowed at intersections with public roads (at grade) and/or at points designated at the time of project development.
- (7) **"Corner Clearance"** at intersections means the distance from an intersection of a public or private road to the nearest access along the State Highway. This distance is measured from the closest edge of pavement of the intersecting road to the closest edge of pavement of the access measured along the traveled way (through lanes).
- (8) **"Corner Sight Distance"** means the distance measured from a point on the drive

15 feet from the edge of the traveled-way of the adjacent roadway and measured from a height of eye of 3.5 feet on the drive to a height of 3.5 feet on the roadway where the view is unobstructed.

- (9) "**Corridor Access Management Plan**" means a plan defining site specific access management features for a particular roadway segment, developed in coordination with the appropriate local government(s) and adopted by the Agency in cooperation with the appropriate local government(s).
- (10) "**Curb Cut**" means an access or driveway providing ingress and/or egress to or from the State highway system along a "curbed" section of highway.
- (11) "**Develop**" means the partition or division of any tract of land of any size by a person through sale, lease, transfer or any other means by which any interest in or to the land or a portion of the land is conveyed to another person which will require the construction of permanent new or enlarged points of access to a state or town highway.
- (12) "**Directional Median Opening**" means an opening in a restrictive median which provides for U-turn only, and/or left-turn in movements. Directional median openings for two opposing left or "U-turn" movements along one segment of road are considered one directional median opening.
- (13) "**FHWA**" means Federal Highway Administration.
- (14) "**Full Median Opening**" means an opening in a restrictive median designed to allow all turning movements to take place from both the state highway and the adjacent connection.
- (15) "**Intersection**" as used in this section, means an at-grade connection or crossing of a local road or another state highway with a state highway.
- (16) "**Limited Access Facility**" means a street or highway especially designed for through traffic and over, from, or to which owners or occupants of abutting land or other persons have no right or easement of access, light, air, or view by reason of the fact that their property abuts such limited access facility or for any other reason. The right of access may have been donated by the property owner or purchased by the Agency.
- (17) "**Minimum Access Spacing**" means the minimum allowable distance between conforming accesses measured from the trailing edge of one access to the approaching edge of the next access measured along the edge of the traveled way.
- (18) "**Minimum Median Opening Spacing**" means the minimum allowable distance

between openings in a restrictive median to allow for crossing the opposing traffic lanes to access property or for crossing the median to travel in the opposite direction (U-turn). The minimum spacing or distance is measured from centerline of the openings along the traveled-way.

- (19) "**Minimum Signal Spacing**" means the minimum allowable distance or distance in miles between adjacent traffic signals on a State Highway System measured from centerline to centerline of the signalized intersections along the traveled way.
- (20) "**Non-Restrictive Median**" means a median or painted centerline which does not provide a physical barrier between center traffic turning lanes or traffic lanes traveling in opposite directions. This includes highways with continuous center turn lanes and undivided highways.
- (21) "**Permitting Authority**" means the Vermont Agency of Transportation which is authorized to regulate access to the State Highway System.
- (22) "**Reasonable Access**" means the minimum number of connections, direct or indirect, necessary to provide safe ingress and egress to the State Highway System based on the Access Management Classification System, projected connection and roadway traffic volumes, and the type and intensity of the land use. The applicant shall be allowed to submit any site specific information which the applicant deems to be pertinent to the Agency's review of the access permit application.
- (23) "**Restrictive Median**" means the portion of a divided highway or divided driveway physically separating vehicular traffic traveling in opposite directions. Restrictive medians include physical barriers that prohibit movement of traffic across the median such as a concrete barrier, a raised concrete curb and/or island, and a grassed or a swaled median.
- (24) "**State Highway System (SHS)**" means the network of highways that have been functionally classified and which are under the jurisdiction of the State of Vermont, as defined in State Statutes.
- (25) "**Stopping Sight Distance**" means the distance required by a driver of a vehicle, traveling at a given speed, to bring the vehicle to a stop after an object on the roadway becomes visible. It includes the distance traveled during driver perception and reaction times and the vehicle breaking distance.
- (26) "**Traveled Way**" means the portion of roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
- (27) "**Urban**" means any territory within an incorporated area or with frontage on a

highway which is at least 50% built-up with structures devoted to business, industry, or dwellings for a distance of a quarter mile or more.

- (28) **"Urbanizing Area"** means any territory adjacent to an urban area, as described above, and with frontage on a highway which is at least 30-49% built-up with structures devoted to business, industry, or dwellings.

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## **SECTION ONE**

### **ACCESS CATEGORY STANDARDS**

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#### **1.1 Purpose and Use**

- (1) This section provides a six level access control hierarchy of classifications. The levels are called categories. The number, spacing, type, and location of access and traffic signals have a direct and often significant effect on the capacity, speed, and safety of the highway and are limited in a hierarchical method by this six level category system. The design standards within each category are necessary to ensure that the highway will continue to function at the level (category) assigned. Each state highway segment is assigned a category. These assignments are listed in the "State Highway & Class 1 T.H. Access Categories", shown in Appendix 1.
- (2) Traffic signals and their installation are also regulated by the (USDOT) *Manual on Uniform Traffic Control Devices* ("MUTCD"). Nothing, in these access category standards, is intended or shall be interpreted as requiring the Agency to authorize a traffic signal or left turn lane at any location. The Agency may, at its discretion, grant an access permit, require design and operational modifications as it deems necessary, restrict one or more turning movements, or deny the access as long as such action does not violate law.
- (3) The existing design of the highway is not required to meet the design standards of the assigned category at the time it is assigned. The goal of all new access permitting and other access design decisions shall be to meet the design standards in this section for the assigned category for the highway or segment of highway.
- (4) On an interim basis, these standards will be applied to sections of highway placed in categories based on Functional Class ("FC") and Average Annual Daily Traffic ("AADT"). In the long term, Access Management Categories will be assigned to segments of highways based on Functional Class, AADT, potential land development characteristics (Zoning & Land Use Plans), Regional Growth Patterns, and existing density of accesses. The Agency may consider some or all of these factors also when applying these standards on an interim basis where there is clearly demonstrated need to consider more than just FC and AADT.

## 1.2 Deeded Access Rights

Along some sections of federal-aid state highway, access rights may have been reserved and recorded in the legal instrument (deed or condemnation order) by which the limited access facility was established. The property owner so affected may inquire with the Agency about changes or purchase of such rights. The acquisition of access rights by deed or through condemnation is regulated in Title 19 V.S.A. Where the land records recognize a break in access, an access permit consistent with the requirements contained herein is still required for the physical construction and use of a driveway.

## 1.3 Access to Limited Access Highways

The limited access statute (19 V.S.A. 1703-1708) controls public way access to State highways that are designated "Limited Access" by the Agency. Access permits for public way access to these highways shall not be issued unless prior authorization is obtained pursuant to 19 V.S.A. 1708. Any restrictions or conditions placed on such approvals may be reflected in the access permit.

## 1.4 Urban Section of Highways

Access to a property, from a State highway, will be denied if the proposed land use is not in conformance with an "Approved" Town Plan.

## 1.5 Category One

### - *Functional Characteristics*

(1)(a) Purpose: These highways have the capacity for high speed and high volume traffic movements over long distances in an efficient and safe manner, including interstate, interregional, inter-city, and, in larger urban areas, intra-city travel.

(b) Examples: Federal-aid interstate highways and other limited access highways that have no "at-grade" intersections are typical of this category. These highways have a functional class as Principal Arterials.

### - *Design Standards*

(2) All opposing traffic movements shall be separated by physical constraints such as grade separations and median separators. Access, consisting of directional ramps, shall be suitably spaced and designed to provide the minimum differential between the speed of the through traffic stream and the speed of the merging or diverging vehicles. Location and design of access shall be determined on an individual basis by the Agency in accordance with its authority and federal regulations governing federal-aid highway and design construction. Access to interstate highways must comply with federal regulations and receive Federal Highway Administration approval. Temporary access may be allowed during official emergencies or where directly related to an "interstate type" construction project.

## 1.6 Category Two

### - *Functional Characteristics*

- (1)(a) Purpose: These highways have the capacity for high speed and high volume traffic movements in an efficient and safe manner, providing for interstate, inter-regional, and inter-city, travel needs and some intra-city travel needs. Direct access service to abutting land is subordinate to providing service to through traffic movements.
- (1)(b) Examples: Category two is the highest category that permits any at-grade intersections. Some highways typical of this category are VT 313 in Sunderland, VT 62 in Berlin and Barre, VT 63 in Berlin and Barre, VT 191 in Newport, Wilder State Highway in Hartford, Putney State Highway in Putney, and US 7 between Rutland and Wallingford. These highways are "limited" or "controlled" access highways, and generally fall in the categories of "Other Principal Arterials" and "Major Collectors" for functional classification.

### - *Design Standards*

- (2) The design of category two highways should be capable of achieving a posted speed limit of 35 to 45 MPH where signals are present, and 45 to 55 MPH in undeveloped areas. Typical spacing of intersecting streets, roads, and highways shall be planned on intervals of one mile. One-half mile spacing should be permitted only when no reasonable alternative access to the general street system or town highway exists.
- (3) Unless otherwise specifically categorized, all ramps and access roads to the "interstate system" are category two (2).
- (4) Private direct access shall not be permitted unless access to the property was reserved when the limited access facility was established.
- (5) All access provided to a category 2 highway shall be subject to the condition that if the highway is reconstructed to a category one, alternative access may be provided by a frontage road or other means.
- (6) Opposing roadway traffic movements should be separated by physical constraints such as grade separation or a median separator of sufficient design to physically prevent illegal movements.
- (7) Junctions with heavy intersecting traffic volumes should have either grade separations or interchanges.
- (8) Traffic signals should be programmed to allow speeds of 35 to 45 MPH and a desirable bandwidth efficiency of at least 50 percent. Signals at intersections with major cross streets may be programmed to optimize traffic on both streets equally. The efficiency of the signal system should be analyzed including volume, capacity, and level of service calculations.

- (9) When a traffic signal is proposed, the Agency will specify the following:
- (a) The Segment Length.
  - (b) Signal locations (existing and anticipated) by the Agency.
  - (c) Various combinations of cycle length, progression, and speed to be used in achieving minimum band width.
  - (d) Any other conditions the Agency may consider relevant.
  - (e) Analysis/model to be used.

## 1.7 Category Three

### - *Functional Characteristics*

- (1)(a) Purpose: These highways have the capacity for medium to high speeds or medium to high volume traffic movements over medium and long distances in an efficient and safe manner, providing for interregional, inter-city, and intra-city travel needs.
- (b) Examples: Some highways typical of this category are; US 7 (Pownal-Burlington), US 4 (Rutland-Hartford), VT 103 (Rockingham-Rutland), US 2 (Montpelier-Guildhall, VT 100 (Jamaica-Derby), and VT 30 (Brattleboro-Castleton). Direct access is generally allowed, however, the Agency may deny or restrict access. The Agency may permit access without Transportation Board Action except on certain segments of these highways that are designated as "limited access." These highways generally fall into the functional category of "Other Principal Arterials" and are generally NHS routes also. (Other Principal Arterials, Minor Arterials (with greater than 5000 AADT), and Major Collectors on State Highways and Class 1 Town Highways with greater than 5000 AADT are also in this category.)

### - *Design Standards*

- (2) The design of all category three highways should be capable of achieving a posted speed limit of 35 to 45 MPH on urbanized signalized segments and preferably 50 MPH in undeveloped areas. A posted speed limit of 35 to 45 MPH in urbanized areas is acceptable where there is little or no possibility of achieving higher speeds.
- (3) Private direct access to the state highway system may be denied when the property in question has other reasonable access or reasonable opportunity to access the general street or town highway system. If the Agency determines that denial of direct access to the state highway would cause unacceptable traffic operation or safety problems at the alternative access location(s) and to the overall traffic flow of the general street system; or the proposed location is consistent with the spacing and public intersection requirements, direct access may be allowed. When direct access is allowed, such access shall continue until such time that some other

reasonable access to a lower function category street or highway is available. The access permit should specify under what circumstances the change would be required, and if known, the future access location and the date the change will be made. No more than one such access shall be allowed to an individual parcel or to contiguous parcels under the same ownership.

- (4) Where local regulations require a secondary access to provide for emergency services, the Agency may allow an emergency access. Such an access shall not be open for non-emergency uses and shall be maintained by the permittee as a closed access except during emergencies and shall be so conditioned in the access permit.
- (5) One or both left turn movements at the access may be permitted if the applicant establishes to the Agency's satisfaction that, (a) the left turn movement would not create unreasonable congestion or safety problems or lower the level of service below Agency policy, and (b) alternatives to the left turn would cause unacceptable traffic operation and safety problems on the general street system. Right turn movement may be restricted if, in the determination of the Agency, the movement creates an unacceptable operational problem or safety hazard.
- (6) Left turns shall be prohibited if a non-traversable median is already established and the proposed opening in the median does not provide the general public any significant benefits to highway traffic operations and safety or would be counter to the purpose of the median
- (7) No additional access rights shall accrue upon the splitting or dividing of existing parcels or contiguous parcels under the same ownership or control. All access to newly created properties shall be provided internally from the existing access or a new access determined by permit application.
- (8) Since intersecting public ways may in time warrant signalization, the Agency requires that all intersecting streets, roads, and highways that allow left turns meet the Agency's signal spacing criteria. Those that do not meet these requirements may be limited to right turns only. [See exception in (10) below.]
- (9) The standard for the spacing of all intersecting public streets, roads, highways, and other accesses that are or may become signalized, shall be at one-fourth mile (urban) and half mile (rural) intervals. For the purpose of achieving good arterial capacity and efficiency and to minimize delays to the traveling public, the desirable bandwidth efficiency for traffic signal progression is 60 percent and the minimum is 40 percent, and can generally be achieved when signals are optimally placed.

- (10) Exceptions to the one-fourth and one-half mile standards shall not be considered or permitted unless the proposal documents that there are no other reasonable alternatives to achieve one-fourth and one-half mile intervals, there is a proven necessity for the intersection, and a study acceptable to the Agency is completed. Where topography and existing conditions make these intervals inappropriate or not feasible, location of the access shall be determined with consideration given to topography, property ownership, unique physical limitations and/or unavoidable or pre-existing historical land use patterns and physical design constraints with every attempt to achieve the one-fourth and one-half mile spacings. The final location should serve as many properties and interests as possible to reduce the need for additional direct access to the State highway.
- (11) Any access that would reduce the optimum highway bandwidth if a traffic signal were installed may be limited to right turns only.
- (12) When a traffic signal is proposed, the Agency will specify the following:
  - (a) The Segment Length.
  - (b) Signal locations (existing and anticipated) by the Agency.
  - (c) Various combinations of cycle length, progression, and speed to be used in achieving minimum band width.
  - (d) Any other conditions the Agency may consider relevant.
  - (e) Analysis/model to be used.
- (13) When an existing access meets the warrants for a traffic signal as defined in the MUTCD and the location does not meet the Agency's requirements for signal spacing, a median separator may be installed or the access designed to direct vehicles into right turns only. These design solutions may not be practicable or feasible where there are physical constraints such as curbs, sidewalks, and lack of rights-of-way. The access may be required to be reconstructed, or relocated, to conform to the signal spacing requirements.

## **1.8 Category Four**

### **- *Functional Characteristics***

- (1)(a) Purpose: These highways have the capacity for moderate travel speeds and moderate traffic volumes over medium and short travel distances providing for inter-city, intra-city, and intra community travel needs. There is a reasonable balance between direct access and mobility needs within this category.
- (1)(b) Examples: Highways in this category are generally Minor Arterials, Minor Arterials on Class 1 Town Highways, and Minor Collectors on State highways. Non-limited Access Major Collectors on State Highways and Class I TH's with less than 5000 AADT.

**- Design Standards**

- (2) The design of all category four highways should be capable of achieving a posted speed limit of 30 to 50 MPH. The posted speed limit shall be used to meet the requirements of this section unless an approved access control plan to improve the highway requires that a higher speed limit be used.
- (3) One access may be allowed from the state highway system to an individual parcel or to contiguous parcels under the same ownership or control where such access will not be unreasonably detrimental to the safety and operation of the highway. Additional access may be provided when the Agency determines that an additional access would not be detrimental to the safety and operation of the highway, and is necessary for the safety and efficient use of the property and additional access would not knowingly cause a hardship to an adjacent property. Where the property has a primary access to the general street or town highway system, any access to the State highway shall be considered as an additional access.
- (4) Where local regulations require a secondary access to provide for emergency services, the Agency may allow an emergency access. Such an access shall not be open for non-emergency uses and shall be maintained by the permittee as a closed access except for emergencies and so conditioned in the access permit.
- (5) Where local regulations require a secondary access to provide for other operational purposes, the Agency will work with the community to determine the extent of need.
- (6) Since intersecting public ways may in time warrant signalization, the Agency requires that all intersecting public ways that allow left turns, meet the signal spacing criteria.
- (7) The standard for the spacing of all intersecting public streets, roads, highways, and other accesses that are or may become signalized shall be at one-fourth mile (urban) or one-half mile (rural) intervals. For the purposes of achieving good arterial capacity and efficiency and to minimize delays to the traveling public, the desirable bandwidth efficiency for traffic signal progression is 60 percent and the minimum is 40 percent. To attain bandwidth efficiency it is often most important to equally space traffic signals as a part of an existing coordinated signal system.
- (8) Exceptions to the one-fourth and one-half mile standards shall not be considered or permitted, unless the proposal documents that there is no other reasonable alternative to achieve the spacing intervals, there is a proven necessity for the intersection and a study acceptable to the Agency. Where topography and existing conditions make one-fourth and one-half mile intervals inappropriate or not feasible, location of the access shall be

determined with consideration given to topography, property ownership, unique physical limitations, and/or unavoidable or pre-existing historical land use patterns and physical design constraints with every attempt to achieve the spacing intervals. The final location should serve as many properties and interests as possible to reduce the need for additional direct access to the State highway.

- (9) Access will generally be allowed in this category and will only be denied when, (a) access spacing cannot be achieved and the property has other reasonable access or, (b) sight distance is severely restricted such that mitigation efforts will not sufficiently reduce the safety hazard created by the access or, (c) the access does not meet acceptable geometric design standards.
- (10) Accesses for adjoining commercial properties will meet access spacing requirements contained herein.
- (11) Turning movements will not be restricted if, (a) the access meets sight distance requirements, (b) auxiliary lane designs are met or, (c) no restrictive median is present.
- (12) The Agency (by permit condition) may restrict turning movements in the future when turning volumes, at the access, significantly increase or volumes of mainline traffic increase such that they cause a change in access category. Left turns shall be prohibited if a non-traversable median is already established and the proposed opening in the median does not provide the general public any significant benefits to highway traffic operations and safety or would be counter to the purpose of the median.

## 1.9 Category Five

### - *Functional Characteristics*

- (1)(a) Purpose: Category five shall be assigned only to roadways that are designated as frontage or service roads where there is no intended purpose of providing for long distance or high volume traffic movements.
- (1)(b) Examples: Some highways typical of this category are; Norwich State Highway (River Road), Coventry State Highway (Airport Road), and Berlin State Highway (Airport Road). Access needs will take priority over through traffic movements without compromising the public health, welfare, or safety. Providing reasonable and safe access to abutting property is the primary purpose of this access category.

**- Design Standards**

- (2) One direct access may be allowed from the State highway system to an individual parcel or to contiguous parcels under the same ownership or control where such access will not be detrimental to the safety and operation of the highway.
- (3) Additional access may be allowed when the Agency determines that (a) there will not be any significant safety or operational problems created by the additional access, (b) the spacing meets the Agency's access spacing requirements, and (c) additional access would not knowingly cause a hardship to an adjacent property.
- (4) All turning movements including left turns may be allowed provided adequate safety and design standards are met.
- (5) The existing posted speed limit shall be used in any access permit and design decisions.
- (6) Minimum spacing between signals (300 feet minimum) shall be that which is necessary for the safe operation and proper design of adjacent accesses. Preference in traffic signal timing and operation shall be given to highways and cross-streets of a higher access category or function.

**1.10 Category Six (Urban)**

**- Functional Characteristics**

- (1)(a)Purpose: These highways have the capacity for moderate to low travel speeds and moderate to high traffic volumes over medium to short travel distances providing for inter-city, intra-city, and intro-community travel needs. There is a reasonable balance between direct access and mobility needs within this category. Highways in this category may have any functional classification, however, are strictly "urban" in nature.
- (1)(b)Examples: The typical urban section of highway in this category has an existing access density of 40 accesses per mile or greater (total both sides) and a posted speed of 25-40 MPH.

It is within this access category that it often becomes necessary to provide for multiple left turning movements by construction of a section of highway allowing two-way left turn lanes, dedicated left turn lanes for high volume

access or intersections, or median barriers to control the location of left turns. Through the application of the following design standards and the design standards and specifications contained in Section Two, the need for projects to manage left turns will be minimized or controlled by mitigation methods such that favorable levels of services can be preserved.

**- Design Standards**

- (1) The design of all Category Six highways should be capable of achieving a posted speed of 25-40 MPH and there is little or no possibility of achieving higher speeds.
- (2) Private direct access to the state highway system may be denied when the property in question has other reasonable access or reasonable opportunity to access the general street or town highway system. If the Agency determines that denial of direct access to the state highway would cause unacceptable traffic operation or safety problems at the alternative access location(s) and to the overall traffic flow of the general street system; and the proposed location is consistent with the spacing and public intersection requirements, direct access may be allowed. When direct access is allowed, such access shall continue until such time that some other reasonable access to a lower function category street or highway is available. The access permit should specify under what circumstances the change will be required, and if known, the future access location and the date the change will be made. No more than one such access shall be allowed to an individual parcel or to contiguous parcels under the same ownership.
- (3) Where local regulations require a secondary access to provide for emergency services, the Agency may allow an emergency access. Such an access shall not be open for non-emergency uses and shall be maintained by the permittee as a closed access except during emergencies and shall be so conditioned in the access permit.
- (4) Where local regulations require a secondary access to provide for other operational purposes, the Agency will work with the community to determine the extent of need.
- (5) One or both left turn movements at the access may be permitted if the applicant establishes to the Agency's satisfaction that, (a) the left turn movement would not create unreasonable congestion or safety problems or lower the level of service below Agency policy, and (b) alternatives to the left turn would cause unacceptable traffic operation and safety problems on the general street system. Right turn movement may be restricted if, in the determination of the Agency, the movement creates an unacceptable operational problem or safety hazard.

- (6) Left turns shall be prohibited if a non-traversable median is already established and the proposed opening in the median does not provide the general public any significant benefits to highway traffic operations and safety or would be counter to the purpose of the median.
- (7) No additional access rights shall accrue upon the splitting or dividing of existing parcels or contiguous parcels under the same ownership or control. All access to newly created properties shall be provided internally from the existing access or a new access determined by permit application.
- (8) Since intersecting public ways may in time warrant signalization, the Agency requires that all intersecting streets, roads, and highways that allow left turns meet the Agency's signal spacing criteria. Those that do not meet these requirements may be limited to right turns only.
- (9) The standard for the spacing of all intersecting public streets, roads, highways, and other accesses that are or may become signalized, shall be at no less than 500 foot intervals. For the purpose of achieving good arterial capacity and efficiency and to minimize delays to the traveling public, the desirable bandwidth efficiency for traffic signal progression is 50 percent, and can generally be achieved when signals are optimally placed.
- (10) Any access that would reduce the optimum highway bandwidth if a traffic signal were installed may be limited to right turns only.
- (11) When a traffic signal is proposed, the Agency will specify the following:
  - (a) The Segment Length.
  - (b) Signal locations (existing and anticipated) by the Agency.
  - (c) Various combinations of cycle length, progression, and speed to be used in achieving minimum band width.
  - (d) Any other conditions the Agency may consider relevant.
  - (e) Analysis/model to be used.
- (12) When an existing access meets the warrants for a traffic signal as defined in the MUTCD and the location does not meet the Agency's requirements for signal spacing, a median separator may be installed or the access designed to direct vehicles into right turns only. These design solutions may not be practicable or feasible where there are physical constraints such as curbs, sidewalks, and lack of rights-of-way. The access may be required to be reconstructed, or relocated, to conform to the signal spacing requirements.

- (13) On these sections of highways, it will be most critical to apply access control measures such as: (a) Requiring access on collector streets; (b) Applying minimum spacing standards; (c) Optimizing spacing; (d) Providing for combination of accesses; (e) Requiring opportunities for future connection between properties; (f) Denying access to small frontages; and (g) Limiting turning movements. Existing access densities proposed driveway volumes and the AADT of the highway play an important part in access decisions for these urban sections.
- (14) Access proposals, that fall between two signalized intersections or accesses (500 feet or less apart), will result in one of the following decisions:
- a) Denial of access (purchase access rights)
  - b) Turning movements restricted to right-turns only
  - c) Full service access only when the proposal does not reduce the optimum bandwidth of the existing signals.
- (15) When other reasonable access exists on a side street and the proposed access location on the main highway does not meet spacing standards, access may be required on the side street. When the proposed use is "moderate to high," the access will be required on the side street. When existing access density exceeds 60 per mile, access will be required on the side street.

Access Category	Highway Functional Class (AADT)	Degree of Access Control	Direct Property Access	Driveway Controls	Traffic Operations Allowed	Design Features
1	Principal Arterials (Interstate)	Full	No	NA	Access at Interchanges Only with Public Hwys	Grade-Separated Interchanges
2	[1] Principal Arterials (Non-Interstate – LA) [2] Other Principal Arterials (LA) [3] Limited Access (LA) Major collectors	Full to Partial	No-Except by Access Rights	NA or Location	Access at Intersections with Public Highways	At-Grade or Grade-Separated at 1/2 to 1 Mile Intervals
3	[1] Principal Arterials (Non LA) [2] Other Principal Arterials (Non LA) [3] Minor Arterials (>5000 AADT) [4] Non-Limited Access Major Collectors on State Hwy & Class I TH's (>5000 AADT)	[1] Mandatory Restrictions to operations [2] Design Features [3] Land Use Issues	Deny, Restrict or Allow	NA or Number, Spacing and Location	NA or May Limit Turning Movements	[1] Physical Barriers [2] Signal Spacing Requirements [3] Left and/or Right Turn Lanes Required [4] Spacing of Public Hwy Intersection (1/4 to ½ Mile)
4	[1] Minor Collectors [2] Minor Arterials on State Hwy or Class I TH's (<5000 AADT) [3] Non-Limited Access Major Collectors on State Hwy & Class I TH's (<5000 AADT)	[1] Design Features [2] Land Use Issues	Yes	Number, Spacing and Locations	[1] All Turns In & Out [2] May Limit Turning Movements	Spacing of Public Highway Intersection (1/4 to ½ Mile)
5	Frontage or Service Roads	[1] Design Features [2] Land Use Issues	Yes	Number & Location	All Turns In & Out	Signal Spacing (No Less Than 300 Feet)
6	“Urban” Sections of Highways	[1] Design Features [2] Land Use Issues	Deny, Restrict or Allow	Number, Spacing & Location	[1] All Turns In & Out [2] May Limit Turning Movements	Signal Spacing (No Less Than 500 Feet)

Table 1-1 Access Category Standards

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## **SECTION TWO**

### **DESIGN STANDARDS AND SPECIFICATIONS**

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#### **2.1 Purpose**

The Vermont Agency of Transportation ("Agency") has developed the following design and construction standards and specifications to preserve the public investment in the highway infrastructure, protect levels of service, protect public safety, and preserve the functional integrity of public highways.

#### **2.2 Use of this Section**

- (1) When the Agency has determined that an application for access meets the requirements of section one, section two shall be used to precisely locate, design, and construct the access within the limitations, if any, set forth in section one. When local governments have established by ordinance or resolution more stringent design standards than required in this section, the local standards may govern. This information is used in conjunction with and supplements VAOT Standard Drawings B-71 and A-76.
- (2) If an access application meets section one criteria and is unable to comply with section two criteria, an access permit should be denied. When an application has been denied by the Utilities & Permits Unit, the applicant may appeal the decision to the Secretary of Transportation as provided for in Title 19 VSA § 7a.

#### **2.3 Reference Sources and Data Requirements**

- (1) *Trip Generation*. Current edition. The *Institute of Transportation Engineers (ITE)* is hereby adopted and shall be used as a reference in estimating average Peak Hour values of an access. The *ITE Trip Generation Manual* will provide a reasonable estimate of trip generation, in the absence of a traffic analysis by a qualified traffic engineer or actual collected data.
- (2) For the purposes of this section, the Design Hourly Volume (DHV) for the access location may be considered synonymous with the term "average peak hour volume" often used for traffic analysis. The Agency requires the use of DHV information for the adjacent street traffic.

- (3) Generally, the average peak hour traffic volume estimates for any access shall be based upon the anticipated total build out of the development to be served and a fifth-year prediction for highway volumes. In the case of a public access, a reasonable prediction of the fifth-year access volume shall be made based upon predicted growth, zoning, and any comprehensive plan. In urbanized or urbanizing areas, volume generation analysis shall include the anticipated full build out of the study area to a one-mile radius.
- (4) Speed, as used in this section, refers to the posted legal speed limit at the access location at the time of permit approval. A higher design speed shall be used if the section of highway is presently being redesigned or reconstructed to a higher speed or an approved access control plan requires a higher speed. Where a traffic signal will be installed as part of the initial access construction, the speed limit after signal installation may be used for the overall access design at the discretion of the Agency.
- (5) The applicant shall submit an estimate of the volume and type of traffic to use the access. The Agency shall assist any applicant requesting traffic estimates for the purpose of obtaining an access permit. To determine the average peak hour volume of the proposed access in lieu of a traffic study prepared by a transportation professional, or in the evaluation of such a traffic study, the Agency shall refer to the ITE *Trip Generation* manual, as well as site condition and other information that may apply. In determining the traffic generation, the average peak hour factor in the *Trip Generation* manual may be used. If local or special generation rates are used, all documentation for rate development shall be submitted. For mixed use developments reference is made to "ITE" for allowable trip reductions. The Agency does not conduct traffic studies for individual applicants, however, is a source for ITE figures and highway traffic counts.
- (6) When the land use will generate traffic contributing 75 or more peak hour trips (comparing build and no-build conditions) or when deemed necessary or desirable by the Agency, the applicant shall provide a traffic analysis completed and signed by a transportation professional which shall include directional distribution, level of service, design considerations, and capacity determinations unless exempted in writing by the Agency. Reference is made to the Agency's "Traffic Impact Evaluation Study and Review Guide" (July 1995) for further reference.
- (7) The distance between accesses is measured from the trailing edge of one access to the approaching edge of the next access.
- (8) Other information is provided in the "Vermont Agency of Transportation Guidelines for Traffic Engineering Issues," dated August 1995. The Agency's Level of Service Policy, Traffic Signal Warrants, and Volume Warrants for left and right turn lanes are contained in this document.

## 2.4 Access Width

- (1) Access width for any rural type access without curbs shall be measured exclusive of the radii or flares. Access with a street style curb return entrance and driveways with curb cuts, shall be measured exclusive of the flared sections or transitions.
- (2) Twenty-four (24) to thirty (30) feet of width shall be used for any two-way access (commercial) when the single unit vehicle volume does not exceed five in peak hour.
- (3) Thirty (30) to forty (40) feet of width shall be used for any two-way access when any one or more of the following apply to the access:
  - a. Multi-unit vehicles are intended to use the access.
  - b. Single unit vehicles in excess of 30 feet in length will use the access.
  - c. Single unit vehicles volume exceeds 5 in the peak hour.
- (4) A one-way access shall have a width of 18 feet to 24 feet. If two one-way accesses are adjacent to each other, a physical barrier of at least 4 feet wide shall divide them.
- (5) When a public street, road, highway, or any access intended to become a public roadway intersects with a state highway, the design criteria of the local government and the Agency shall be used to select an appropriate access width subject to the approval of the Agency. It is recommended that no two-way public roadway access which produces ten turning vehicles in the peak hour should be less than twenty-four (24) feet in width (exclusive of turning radii).

## 2.5 Access Radii

- (1) No access, except a curb cut, shall have an equivalent turning radius of less than 20 feet (see Standard Drawing B-71).
- (2) Up to a 50 foot equivalent turning radius should be used for an access when multi-unit vehicles or single unit vehicles exceeding 30 feet in length are intended to use the access on a daily basis.
- (3) The access equivalent turning radii shall accommodate the turning radius of the largest vehicle using the access on a daily basis. It is permissible to use three-centered compound curves or spiral curves rather than simple radii when designing for larger vehicles.
- (4) If the frequency of multi-unit vehicles or single unit vehicles over 30 feet in length is such that two such vehicles may be reasonably anticipated to use the access at the same time, one entering and one exiting, radii should be adequate to accommodate both vehicles with no turning conflicts.

- (5) The Agency shall determine if a curb cut or radius curb returns are required in accordance with existing or planned conditions. The determination is normally made by the presence of curb on the main highway. Where the main highway is not curbed, any proposed curbing on an access will be offset a minimum of 6 feet from the main highway edge of traveled-way.
- (6) When a public street, road, highway, or any access intended to become a public roadway intersects with a state highway, the design criteria of the local government and the Agency shall be used to select appropriate radii, corner and intersection design, subject to approval by the Agency. The final design should not be less than the minimums contained in these standards or Standard Drawing A-76.
- (7) Where large numbers of multi-unit vehicles will use the access, the access width or radius may be increased, as approved by the Agency, to ensure safe turning movements without encroachment on to opposing highway traffic lanes.
- (8) Where there are numerous accesses such as along an established city street, it may be desirable to reduce the radii in order to improve visual and physical separation of accesses. Where feasible, access should be combined or closed to reduce the frequency of accesses and increase the spacing between accesses.
- (9) Where a private access will have high traffic volumes, the access may be designed with curb returns and at a width and design as to adequately provide for the level of activity.
- (10) To minimize pedestrian conflict and total access width at the roadway edge, radii shall not be constructed larger than required to accommodate the volume and types of vehicles using the access on a regular basis.
- (11) Where access channelization islands are installed, a larger radius may be required for the channel lane. Traffic islands should be 80 square feet in size or larger. All islands must be offset at least four feet from the edge of the highway travel lane to face of curb. To ensure one-way operation of directional islands, the 4-foot offset is recommended by AASHTO. All other islands are offset between 6 and 12 feet.

## 2.6 Access Surfacing & Pavement Markings

- (1) Surfacing material may be defined as gravel, concrete, or bituminous pavement.
- (2) The access shall be surfaced upon completion of earthwork construction and prior to being used. A delay in installation of hot bituminous pavement due to seasonal restrictions may be allowed provided adequate temporary gravel surfacing is substituted.
- (3) The surfacing of the access shall extend at least from the highway edge of pavement to the right-of-way line, or to the end of the turning radius as a minimum.
- (4) Surfacing material shall be specified according to the Agency's standard design specifications and the conditions and future use of the access and the highway. Gravel or crushed stone will be permitted for individual residential access or field entrances where conditions allow, and where curbs are not required.
- (5) Off roadway surfacing improvements (such as parking areas) shall not be allowed within the highway right-of-way unless a curbing or other physical barrier, such as a drainage ditch, is constructed and maintained to limit access movements to permitted locations. Use of the right-of-way for parking may be prohibited unless approved by permit or lease with the Agency.
- (6) Reference is made to the Agency's Pavement Marking Guidelines for further guidance on this subject.

## 2.7 Speed Change Lanes

Speed change lanes, also called auxiliary lanes, are required according to the subsections that follow.

- (1) *General Criteria for Speed Change Lanes*
  - a. An auxiliary lane shall be parallel and immediately adjacent to the through lane for its entire required length.
  - b. When public safety so requires, due to site specific conditions such as limited sight distance, a turn lane may be required even though the lane may not meet the warrants for relieving traffic congestion.

## 2.8 Corner Sight Distance (CSD)

These sight distances apply to vehicles approaching an access and to vehicles exiting an access. These distances are measured from a point on the drive 15 feet from the edge of traveled way of the adjacent roadway and measured from a height of eye of 3.5 feet on the drive to a height of 3.5 feet on the roadway. Corner Sight Distance is a function of posted speed and applies to all access categories. When the minimum values below cannot be obtained, refer to Standard Drawing B-71 for minimum Stopping Sight Distance required and the necessary actions to mitigate an unsafe condition. If an unsafe condition cannot be mitigated, it may be necessary to deny access for the specific use.

Table 2-1 - Corner Sight Distance

POSTED SPEED LIMIT (mph)	MINIMUM CORNER SIGHT DISTANCE (ft)
25	280
30	335
35	390
40	445
45	500
50	555
55	610
60	665
65	720

(Please note that the CSD values above are less than those currently in AASHTO. However, they are more reflective of actual driver behavior than the AASHTO model, and will produce designs more appropriate for Vermont, where attainment of the generous AASHTO values is often difficult to impossible. Standard Sheet B-71 will be revised when time permits to reflect the above values.)

The CSD values are based on an assumption of a gap of 7.5 seconds in the traffic stream on the highway mainline based on the highway design speed. This allows a stopped passenger vehicle to enter the mainline from the side road or drive without unduly interfering with the highway operations. The conceptual approach of gap acceptance and the value of 7.5 seconds are based on a Midwest Research Institute study which, when published, will recommend a replacement of the overtaking vehicle conceptual model currently in the AASHTO Green Book.

## 2.9 Access Spacing

Current research and practice identify much greater access spacing requirements for unsignalized intersections including driveways. These may not be practical for Vermont considering existing terrain features and, vertical and horizontal roadway alignments that often control access locations. Traffic operational factors suggesting

wider spacing of driveways (especially along highways with medium and higher volume driveways) include weaving and merging distances, stopping sight distance, acceleration rates, and storage distance for back-to-back left turns. From a spacing perspective, high volume driveways should be treated the same as public streets.

For unsignalized access spacing standards, the Agency uses the lower limit of the AASHTO stopping sight distance approach. The resultant spacing standards, shown in Table 2-2, would enable a driver traveling at the design or posted speed to monitor only one driveway at a time and, if necessary, to stop.

Table 2.2 - Unsignalized Access Spacing (ft)

POSTED SPEED or DESIGN SPEED (mph)	UNSIGNALIZED ACCESS SPACING* (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495

(\*Spacing shown is based on level terrain; adjustment factors are required for segments with grades)

Source: Derived from Exhibit 3-1(Pg.112) (Stopping Sight Distance) from AASHTO A Policy on Geometric Design of Highways and Streets, 2001

As these standards are applied, especially along highways with considerable amounts of existing development, in many cases it will not be possible to achieve the defined standard. Rather, it is important to "maximize" spacing achieving the "best possible" driveway spacing given the property limits and physical constraints.

The minimum spacing requirement between any access and any entrance or exit ramp, providing access to any limited access highway, will be 500 feet in rural areas, and 250 feet in urban areas. When this spacing requirement cannot be obtained due to property limitations, the Agency will consider the purchase of access rights or the maximum attainable distance will be provided between the ramp and the access.

## 2.10 Corner Clearance at Intersections

- (1) Corner clearances for accesses shall meet or exceed the minimum access spacing requirements (in Paragraph 2.9).
  - a. If, due to property size, corner clearance standards of this Section cannot be met, and where joint access which meets or exceeds the applicable minimum corner clearance standards cannot be obtained with a neighboring property or, in the determination of the

Agency, is not feasible based on conflicting land use or conflicting traffic volumes/characteristics, then the following minimum corner clearance measurements can be used to permit accesses. Such properties, for the purpose of this section, will be called "isolated corner properties."

- b. In cases where accesses are permitted under the criteria of the following minimum corner measurements, the permit will contain the following additional conditions:
  - i) There will be no more than one access per state road frontage.
  - ii) When joint or alternate access that meets or exceeds the applicable minimum corner clearance becomes available, the permittee will close the permitted access. Exceptions may be allowed when the permittee shows that such closure is not feasible because of conflicting land use or conflicting traffic volumes/characteristics or existing structures that preclude a change in the existing access.
- c. The minimum corner clearance measurements for these "isolated corner properties," set forth in a. above, shall be used for isolated corner properties, as defined in this section.
- d. **Corner Clearances for "isolated corner properties"** are as follows:

**Corner Clearance at Intersections  
With Restrictive Median**

Position	Access Allowed	Minimum (Feet)
Approaching intersection	Right In/Out	115
Approaching intersection	Right In Only	75
Departing intersection	Right In/Out	230
Departing intersection	Right Out Only	100

**Corner Clearance at Intersections  
Without Restrictive Median**

Position	Access Allowed	Minimum (Feet)
Approaching intersection	Full Access	230
Approaching intersection	Right In Only*	100
Departing intersection	Full Access	230
Departing intersection	Right Out Only*	100

(\*Right In/Out, Right In Only, and Right Out Only accesses on roads without restrictive medians shall, by design of the access, effectively eliminate unpermitted movements.)

## 2.20 Other Design Elements

- (1) Access specifications shall ensure that the access is designed and constructed in a manner that will encourage proper use by the motorist. Access for one-way operation shall be approved only when design conditions ensure one-way operation.
- (2) An access that has a gate across it shall be designed so that the longest vehicle using it can completely clear the traveled-way, shoulder, and sidewalk when the gate is closed.

- (3) The access shall be designed to facilitate the movement of vehicles off the highway to prevent vehicles from forming and/or waiting in a line (queuing) on the traveled-way. An access shall not be approved for parking areas that require backing maneuvers that encroach on the traveled-way of the highway. All off-street parking areas must include on-site maneuvering areas and aisles to permit user vehicles to enter and exit the site in forward drive without hesitation other than that required by official traffic control devices.
- (4) Access design shall provide for the safe and convenient movement of all highway right-of-way users including, but not limited to, pedestrians, bicyclists, and the physically handicapped including those in wheelchairs. Sidewalks may be required where appropriate and when requested by local authority.
- (5) Where necessary to remove, relocate, or repair traffic control devices or public or private utilities for the construction of a permitted access, the relocation or removal shall be accomplished by the permittee without cost to the Agency, and at the direction of the Agency or utility company. Any damage to the State highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately.
- (6) Further details of access construction and design, including pavement thickness and specifications, curb design and specifications, roadway fill design and compaction, pavement markings, and other specific details, shall be provided by the Agency based on the Agency's Standard Specifications for Construction, the General and Special Provisions, and the Roadway Design Manual.
- (7) Installation of any traffic control device necessary for the safe and proper operation and control of the access shall be required pursuant to the M.U.T.C.D. Where the access may warrant signalization in the future, phasing of the installation (turn lane work and signal work) may be required. All traffic control devices within the highway or other public right-of-way or access that serve the general public shall conform to the M.U.T.C.D.
- (8) An access that crosses or otherwise affects pedestrian, bicycle, or handicapped accessible facilities, shall have the necessary modifications to ensure the safe crossing of the access and the safe use of the facility by pedestrians, bicyclists, and the handicapped.
- (9) When an access permit requires the widening or reconstruction of the roadway, the design of horizontal and vertical curves, super-elevations, transitions, and other specifications, shall be no less than those necessary to meet the minimum posted speed of the highway or the constructed design speed of the existing highway, whichever is greater and shall not be of a lesser design than the current design.

- (10) Physical separation and delineation along a property frontage such as curb and gutter or fencing may be required where necessary to ensure that access will be limited to permitted locations.
- (11) A clear zone is a relatively clear and flat area beyond the edge of the roadway and is important for the recovery of errant vehicles. The access permit may require that roadway hazards in the clear zone such as fixed objects or steep embankments be removed, reconstructed, or shielded by a proper barrier. In urban areas with speeds of 40 MPH or less and vertical barrier curbs, a clear zone of at least 1.5 feet minimum should be provided. Where there is no curb in urban and rural areas and the speed is 40 MPH or less, a ten-foot clear zone should be provided. At speeds of 45 MPH or greater, a 30 foot clear zone is recommended. Every attempt will be made to adhere to the clear zone requirements.
- (12) Landscaping may be allowed within the rights-of-way and within the "clear zone;" reference is made to the Agency's guideline on this subject for more detailed information.
- (13) Each access shall be constructed in a manner that shall not cause water to enter onto the roadway, and shall not interfere with the existing drainage system in the right-of-way.
- (14) The permittee shall provide, at his/her own expense, drainage structures for his/her access which will become an integral part of the existing drainage system. The type, design, and condition of these structures must meet the approval of the Agency.
- (15) The highway drainage system is for the protection of the State highway right-of-way. It is not designed or intended to serve the drainage requirements of abutting properties beyond that which has historically flowed to the State right-of-way. Drainage to the State highway right-of-way shall not exceed the undeveloped historical flow. The use of controlled flow detention ponds shall be considered to control this flow from developed property. Any requests to attach drainage pipes to the Agency's drainage system must be approved by the Agency after review by the Agency's Hydraulics Unit.
- (16) The permittee, his/her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the maintenance of the access beyond the edge of the traveled-way, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of the Agency snow removal operations. The Agency shall maintain the highway drainage system, including those culverts under the access, which are part of a closed drainage system within the right-of-way.



Burlington Department of Public Works Commission Meeting  
Draft Minutes, 18 October 2017  
645 Pine Street

**Commissioners Present:** Robert Alberry; Tiki Archambeau (Chair); Chris Gillman (Clerk); Solveig Overby; Jeff Padgett; Justine Sears (Vice Chair). **Commissioners Absent:** Jim Barr.

**Item 1 – Call to Order – Welcome – Chair Comments**

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

**Item 2 – Agenda**

Action taken: approval of Agenda;

“Ayes” are unanimous.

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

No members of the public speak.

**Item 4 – Consent Agenda**

A. Traffic Status Report

B. Removal of No-Parking Zone on Strong St

C. Relocation of Lafountain St. Accessible Space

D. Temporary Bus Parking on Pearl St

Commissioner Padgett makes motion to accept Consent Agenda and is seconded by Clerk Gillman.

Action taken: motion approved.

“Ayes” are unanimous.

**Item 5 – Holiday Parking Incentive**

A) Staff Communication by Assistant Director for Parking & Traffic Patrick Mulligan and Burlington Business Association Executive Director Kelly Devine who speak on the city’s holiday parking campaign.

B) Commission Questions

Commissioner Overby asks questions on Item 5 with Assistant Director Mulligan and Executive Director Devine answering.

C) Public Comment

Julie Ann Perlmutter, Ward 3, speaks on Item 5 with Assistant Director Mulligan and Executive Director Devine responding.

D) Commissioner Discussion

Chair Archambeau, Clerk Gillman, Commissioner Padgett and DPW Director Chapin Spencer engaged in a discussion over Item 5.

E) Action Requested – None.

**Item 6 – Great Streets – Draft Standards Presentation**

A) Staff Oral Presentation by DPW Engineer Laura Wheelock, Planning & Zoning Principle Planner for Comprehensive Planning Megan Tuttle, and CEDO Senior Projects and Policy Specialist Kristen Merriman-Shapiro who speak on the city’s Great Streets standards draft.

B) Commission Questions

Chair Archambeau and Commissioners Overby and Padgett ask questions on Item 6 with City Engineer and Assistant Director for Technical Services Norm Baldwin, Engineer Wheelock, Planner Tuttle, and Specialist Merriman-Shapiro answering.

C) Public Comment

- D) Commissioner Discussion
- E) Action Requested – None.

**Item 7 – 2018 Paving List**

A) Staff Communication by Engineer Wheelock who speaks on the city’s proposed 2018 paving list, introducing the untitled street work map for the record.

B) Commission Questions

Chair Archambeau and Commissioner Padgett ask questions on Item 7 with Engineer Wheelock answering.

C) Public Comment

D) Commissioner Discussion

E) Motion made by Commissioner Padgett to accept staff’s recommendation: DPW has reviewed all of the streets for their compliance with Complete Streets. Of the streets with planned work, all of them comply.

Seconded by Vice Chair Sears.

Discussion

Action taken: motion approved;

“Ayes” are unanimous.

**Item 8 – Sidewalk 2 Year Work Plan – Update**

A) Staff Presentation by Engineer Wheelock who speaks on the city’s 2-year sidewalk plan, introducing the “Sidewalks 2017-2018-2019” map for the record.

B) Commission Questions

Chair Archambeau, Vice Chair Sears, Clerk Gillman, and Commissioners Overby and Padgett ask questions on Item 8 with Director Spencer and Engineer Wheelock answering.

C) Public Comment

Barbara Headrick, Ward 6, speaks on Item 8 with Engineer Wheelock responding.

D) Commissioner Discussion

E) Action Requested – None.

**Item 9 – Public Engagement Plan**

A) Staff Presentation by Director Spencer, DPW Public Information Manager Robert Goulding, and Senior Transportation Planner Nicole Losch who speak on the city’s engagement plan, introducing “Draft – Public Engagement Plan” for the record.

B) Commission Questions

Chair Archambeau, Vice Chair Sears, and Commissioners Overby and Padgett ask questions on Item 9 with Director Spencer, Manager Goulding, and Planner Losch answering.

C) Public Comment

Barbara Headrick, Ward 6, speaks on Item 9.

D) Commissioner Discussion

E) Motion made by Commissioner Alberry (with a friendly amendment by Commissioner Padgett to make commission language an endorsement) to endorse the DPW Public Engagement Plan with changes recommended by the Transportation Energy Utilities Committee (TEUC).

Seconded, with friendly amendment, by Clerk Gillman.

Discussion

Commissioner Overby and Director Spencer engaged in a discussion over Item 9.

Action taken: motion approved;

“Ayes” are unanimous.

**Item 10 – Approval of Draft Minutes of 9-20-17**

Clerk Gillman makes motion to accept draft minutes of 9-20-17 and is seconded by Commissioner Alberry.

Action take: motion approved;  
Commissioner Alberry: aye  
Chair Archambeau: aye  
Commissioner Barr: *not present*  
Clerk Gillman: aye  
Commissioner Overby: aye  
Commissioner Padgett: *abstains*  
Vice Chair Sears: aye

**Item 11 – Director’s Report**

Director Spencer reports Mayoral Press Conference on Capital Projects, introducing the relevant press release and capital improvements chart for the record; and on last month’s employee appreciation event at the St. John’s Club with City Engineer Baldwin commenting.

**Item 12 – Commissioner Communications**

Commissioner Overby comments on a possible future demonstration or video on the construction portal and SeeClickFix; Vice Chair Sears comments on the construction portal with Director Spencer responding; Commissioner Alberry comments on the poor section of North Ave just north of Burlington High School with Director Spencer responding; Chair Archambeau comments on the meeting of the Permit Reform Committee a few weeks ago with Commissioner Overby responding.

**Item 13 – Adjournment & Next Meeting Date – November 15, 2017**

Motion to adjourn made by Clerk Gillman and seconded by Commissioner Padgett.

Action taken: motion approved;  
“Ayes” are unanimous.

Meeting adjourned at 8:43pm.



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

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To: DPW Commissioners  
Fr: Chapin Spencer, Director  
Re: **Director's Report**  
Date: November 9, 2017

**SUCCESSFUL SEASON FOR CAPITAL REINVESTMENT:**

Thanks in large part to the voters' support of two bonds for infrastructure reinvestment, DPW is wrapping up our largest season of street, sidewalk and water main reconstruction in recent memory. We've pushed the construction season as far as we could and we're now wrapping up our last few projects. The press release summarizing our season's work is here:

<https://www.burlingtonvt.gov/Press/DPW-Nears-Completion-of-First-Sustainable-Infrastructure-Plan-Construction-Season>. Contact: Rob Goulding.

**CHAMPLAIN PARKWAY**

On October 30, the City Council approved a Cooperative Agreement amendment with VTrans and a contract amendment with our consultant to fund our work up to the start of construction. Included in the packet was an updated project memo from me. The memo is attached here as well for your review. We will be presenting a project update at the Ward 5 NPA on November 16 at 645 Pine St. Contact: Chapin Spencer.

**PUBLIC ENGAGEMENT PLAN**

We have incorporated the DPW Commission's and the Transportation Energy & Utilities Committee's comments from their respective October meetings into the department's latest version of our Public Engagement Plan. We are currently drafting a cover memo for the City Council and will be including the Plan and memo into their November 27 packet. Contact: Rob Goulding.

**GMT NEXT GENERATION SERVICE ANALYSIS**

Our regional transit provider GMT is undertaking a substantial review of their existing routes and recommending some significant changes – including discontinuing a few routes. Draft recommendations have been prepared for most routes in Burlington. Review the recommendations here: <http://ridegmt.com/nextgen/>. Click on Route Profiles or Service Improvement Scenarios for a summary. They will have a public meeting to go over their findings on December 4, 5pm at Contois Auditorium in Burlington City Hall. More information is at: <http://ridegmt.com/event/nextgen-public-meeting-chittenden-county/>.

**UNION ST PROTECTED BIKE LANE**

DPW's Maintenance Division installed a protected bike lane along Union Street in October. This was the first of many recommended protected bike lanes identified in planBTV Walk/Bike. The bollards will remain through the winter and our sidewalk tractors will maintain the bike lane. Feel free to give us your feedback. Contact: Nicole Losch.

**PERMIT REFORM**

Chair Archambeau is the Commission's representative on the Permit Reform Advisory Committee. The Committee's second meeting is immediately preceding the November Commission meeting.

Planning & Zoning has begun office hours at 645 Pine Street on Mondays and Fridays to provide multiple municipal permitting resources in one location. DPW's Inspection Services staff is currently working on strategies to reduce the number of open trades permits. Contact: Norm Baldwin.

### **SOLAR INSTALL**

As part of commitment to sustainability, we are currently installing a large array of solar panels on the roof at 645 Pine Street. The project has an ROI of approximately 7 years. It will have an estimated annual production of 221,728KwH/year and provide a credit on the City's electric bill of ~\$44K/year. The savings will be reinvested into a Green Revolving Fund for additional efficiency upgrades. We have also replaced one of our administrative fleet vehicles with an electric vehicle since most of our work-related trips are short distances. Contact: Martha Keenan.

### **GAZO STORMWATER OUTFALL TOUR**

Thank you to Commissioners Alberry and Archambeau who joined DPW staff and NNE City Councilors on a tour of our recently repaired Gazo Stormwater Outfall project on November 1. The previous stormwater outfall had major erosion issues which were caused by steep sandy slopes and high stormwater flows. The condition of the outfall had worsened in recent years and the erosion impacted adjacent private properties, causing property loss and presenting a safety hazard, as well as increasing the loading of sediment and nutrients to downstream areas. The completion of this project has resolved those issues. This project was funded by Burlington's stormwater utility. Total cost of the project was \$286K – under the Council approved \$300K and the engineers estimate of \$303K. This project was well managed by DPW's Water Resources Division. Kudos to Megan Moir, Martin Lee, Greg Johnson and many others. Contact: Martin Lee.

### **BURLINGTON HARBOR MARINA**

Staff is completing final review of plans to construct a marina and new park on the northern waterfront. Burlington Harbor Marina was one of the City's TIF-funded projects that came out of the City's 2012 Public Investment Action Plan process. The marina will develop and occupy space immediately adjacent to our water treatment plant on Penny Lane. Staff has worked diligently to reduce the impact of this project on our ongoing operations and any future expansion needs. Contact: Megan Moir.

### **COLLEGE ST GARAGE REPAIRS COMPLETED**

The \$2.5M repairs to the 31-year-old College Street Garage are completed and all entrance ways have reopened. The project repaired structural beams, decks, drainage, doorways, lighting, etc. Contact: Patrick Mulligan.

### **EQUIPMENT MAINTENANCE RECONFIGURATION**

We are expanding the vehicle maintenance area of our facility by removing an infrequently used paint bay. The project will enhance our efficiency to maintain the City's 300-vehicle fleet. Contact: Rob Green.

### **READY FOR WINTER:**

Crews and vehicles are ready for winter weather. We might get our first snow squall on Thursday night. Contact: Rob Green.

Don't hesitate to contact me with any questions prior to Wednesday's meeting.