



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 X3
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Memo

TO: Public Works Commission
FROM: Patrick Mulligan, Assistant Director, Parking and Traffic
CC: Chapin Spencer, Director, Department of Public Works
RE: Management of Public Parking Allocation at 194 St. Paul Street

Background:

On 11/28/16, the City Council authorized execution of a Purchase Sale Agreement with Champlain College for the property formally known as Browns Court property. One of the stipulations set forth by the Development Review Board for the 194 St. Paul Street project required that 53 of the 65 total on-site parking spaces be made available to the general public pursuant to the City permit conditions. For context, these 53 public spaces are more than the 40 metered spaces that were in the former Browns Court lot. The remaining non-public spaces will be located within a controlled gated area of the garage to be used for tenants of the facility.

The Department of Public Works (DPW) staff along with participation of CEDO and the BBA staff has been negotiating a management agreement with Champlain College to have the City manage the 53 public spaces. The benefits of City management include:

- Ensure public's ease of use by having consistency of operations, signage, equipment, rates, and pay-by-cell provider
- Have ability to manage rates in a way that ensures a high level of utilization
- Revenue opportunity for Traffic Fund (operational revenues) and General Fund (enforcement revenues)

We propose managing the facility using three (3) multi-space pay stations (aka 'kiosks). These three pay stations in particular were previously acquired for the Main Street kiosk pilot and have been paid for in full. The ongoing operational costs for these kiosks is included in the Parking Facilities Fund budget. In addition to the kiosks, Parkmobile will be offered as a payment option as well. The attached Agreement and the associated Operations Plan detail the arrangement between Champlain College and the City. The revenue generated in this facility will be split equally with Champlain College. Parking enforcement will be handled by the Burlington Police Department – Parking Enforcement Division. We have discussed this responsibility with them and they are prepared to undertake this work. The initial rate will be \$1.50/hr, Monday-Saturday, 9am-9pm. We are also discussing offering a monthly parking option for downtown employees for some portion of the public spaces and intend to roll this out prior to the end of the calendar year once we understand the demand for transient parking in the facility.

To make the annual move-in and move-out process as smooth as possible for both the College as well as the City, both parties share an interest in coordinating the loading and unloading activities. Specifically, to minimize the impact of these activities on the public right-of-way, Champlain College has requested that we work collaboratively

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with them each year to prioritize such loading activities within the building's off-street parking garages. DPW intends to use our ParkBurlington communication channels to encourage members of the public to utilize other parking resources during these high-demand periods.

Request:

DPW staff requests input from the Commission on this proposed Agreement. We will then take your input and the proposed Agreement to the City Council for their approval either at the June 25 or July 16 Council meeting.

AGREEMENT BETWEEN CHAMPLAIN COLLEGE AND THE CITY OF BURLINGTON VERMONT
REGARDING
MANAGEMENT OF PUBLIC PARKING ALLOCATION AT 194 SAINT PAUL STREET.

This Agreement ("the Agreement") is made and entered into as of this the ____ day of _____, 2018 regarding the public use of a private parking facility ("Parking Facility") currently under construction and owned by Champlain College (the "College") and known as *194 St. Paul Street*, and the City of Burlington, a Vermont municipal corporation (the "City") (collectively, "the Parties").

1. City's Responsibilities:

- a. Upon completion of the Parking Facility and prior to its operation and use by the public, the City shall:
 - i. Set written terms and conditions of operation for such things as included but not limited to, rates and hours, use, acceptable conduct, removal of vehicles, the final language of which shall be agreed upon the Parties ("Conditions").
 - ii. Fabricate internal wayfinding and regulatory signs at a mutually acceptable cost, to be paid for by the City;
 - iii. Install and maintain kiosks and the internal wayfinding and regulatory signs at a mutually acceptable cost, to be paid for by the City;
- b. City shall operate the Parking Facility in accordance with the Conditions on 24-hour, 7 days a week basis and in an efficient and economical manner and shall require that persons working for the City on the operation of the Parking Facility be courteous toward the public and otherwise conduct themselves in a manner consistent with a public service operation.

2. College's responsibilities:

- a. College shall be responsible for the repair and maintenance of the Parking Facility, excluding those items listed in para. 1, at its sole cost and expense.
 - i. The Parking Facility shall be maintained by the College in a modern and up-to-date condition consistent with the standard of the attached written standards or commercial urban parking garages, whichever is higher.
 - ii. The paving, painting, lighting, plumbing, utility lines (sewer, water, electric), fire alarm and fire suppression systems, curbs, gutters and all other improvements required for the operation of the Parking Facility shall be maintained, kept in good repair, and be of a quality equal to or better than the standard urban parking garages, whichever is higher.
 - iii. The College's maintenance responsibilities shall include, but not be limited to, daily sweeping and removal of trash. All parking areas, driveways, pedestrian entrances and stairways shall be maintained by the College in clean and presentable condition at all times at a standard equal to or better than the attached written standards, or the industry standard of commercial urban parking garages, whichever is higher. Litter, broken glass, bottles, cans, spilled food and all other refuse shall be removed from areas in and around all areas of the Parking Facility as promptly as reasonably possible, but no less frequently than daily. Trash receptacles which service the Garage shall be emptied as needed to avoid overflow or odors.

iv. The College shall be responsible for all line stripping, snow removal, and graffiti removal in the Parking Facility. Snow and ice shall be promptly removed by the College from all portions of the Parking Facility, including all entrances, driveways, stairways, ramps, parking areas and sidewalks to assure the accessibility to the Parking Facility by users.

v. The City shall, at its sole cost and expense, provide and maintain in good repair all exterior signage necessary to alert the public of the hours, rates, and conditions applicable for the use of the Parking Facility.

vi. The College shall advise the City of any planned renovation or improvement that would affect the public use of the Parking Facility and, at its sole cost and expense, provide signage and other applicable notifications to the public of such renovation or improvement.

3. Term of Contract:

This Agreement shall be in effect for five (5) years from the last date of execution by the parties. The Agreement will automatically renew for one additional five (5) year term unless either party provides a written notice of termination at least ninety (90) days prior to the expiration of this agreement.

4. Parking Rates:

Throughout the term of this Agreement, the rates to be charged for public parking in the Garage shall be set by the City in a manner generally consistent with other municipal facilities in order to achieve an approximate 85% utilization rate. Initial rates set for the Parking Facility, and subsequent adjustments shall be mutually agreed upon by the Parties

5. Allocation of Parking Spaces:

Fifty-three (53) spaces will be allocated for public use and managed by the City in the Parking Facility, the location of which is shown on Exhibits A & B. Of these fifty-three (53) spaces, there shall be included at least one (1) public Car Share space and two (2) short-term 15 minute spaces for loading and unloading.

6. Revenue Collection:

a. The City will provide and maintain three (3) kiosk pay stations: two (2) in the Maple Street garage and one (1) in the King Street garage as shown on Exhibits A & B. All will accept both coin and credit/debit cards.

b. The City will also supply its ParkMobile APP to be used at this location.

c. The College will provide electrical connections as well as data connection to the three (3) kiosk pay stations.

d. The City will retain fifty percent (50%) of all revenues collected. The City will remit to the College the other fifty percent (50%) within thirty (30) days at the closing of each month, along with a monthly transaction report.

7. Utilities:

Payment of all utilities will be solely the responsibility of the College.

8. Enforcement:

The City will be responsible to enforce the conditions of use for the Parking Facility.

9. Information exchange:

Each party agrees, upon reasonable request of the other party, to respond promptly to requests for information or documentation relative to obligations assumed under this contract.

10. Indemnification:

The City covenants and agrees to indemnify, defend and hold harmless the College and its officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs or expenses of every kind and nature (including reasonable attorneys' fees) imposed upon or incurred by or asserted against the College or its officers, directors, agents or employees, arising out of, under, or in any manner related to the City's use or occupancy of the Premises, or the carelessness, negligence or improper conduct of the the City, its agents, servants, employees, visitors or licensees, except to the extent caused by the College, its employees, agents or invitees. The College covenants and agrees to indemnify, defend and hold harmless the City and its officers, agents and employees, from and against any and all claims, damages, liabilities, costs or expenses of every kind and nature (including reasonable attorneys' fees) imposed upon or incurred by or asserted against the City or its officers, agents or employees, arising out of, under, or in any manner related to the carelessness, negligence or improper conduct of the College, its agents, servants, employees, visitors or licensees, except to the extent caused by the City, its employees, agents or invitees. Each party's liability for such indemnification shall survive the expiration or termination of this Lease.

11. Dispute Resolution:

Should a dispute arise between the parties as to the meaning or intent of any provision of the Agreement, or as to the obligations of either party hereunder, the parties will first attempt to resolve such dispute through discussion and negotiation. If the dispute persists, the parties shall utilize the services of a mutually selected experienced independent mediator

12. Modification:

This agreement shall be modified or amended only upon written agreement of a duly authorized representative of both Parties.

13. Applicable law:

This Agreement and its interpretations are governed by the laws of the State of Vermont.

14. Miscellaneous:

This agreement shall be binding on and shall benefit the parties hereto and their respective successors and assigns. This agreement shall run with the land. In the event any term, covenant or condition herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition contained herein.

IN WITNESS THEREOF, THIS Agreement is executed by the duly authorized officers or representatives of the City and College as signified below.

City of Burlington

Witness

Chapin Spencer

Champlain College, Inc.

Witness

Shelley Navari, Vice President - Finance

DRAFT

Burlington Department of Public Works
Operations Plan: 194 Saint Paul Street
Under Shared Parking Agreement with Champlain College

Introduction:

Below details Burlington's Department of Public Works ("City") Operational Plan for Champlain College's ("College") two garages located at 194 Saint Paul Street, referred to hereafter as "194 Saint Paul". Any changes to this Operations Plan will be made in writing, mutually agreed upon by the City and College.

Hours of Operation:

194 Saint Paul will be publicly accessible seven (7) days a week, twenty-four (24) hours a day; 194 Saint Paul will initially charge for parking Monday through Sunday, from 9am-9pm.

To make the annual move-in and move-out process as smooth as possible for both the College as well as the City, both parties share an interest in coordinating the loading and unloading activities. Specifically, to minimize the impact of these activities on the public right-of-way, Champlain College has requested that we work collaboratively with them each year to prioritize such loading activities within the building's off-street parking garages. DPW intends to use our ParkBurlington communication channels to encourage members of the public to utilize other parking resources during these high-demand periods

Rates:

The Department of Public Works and Champlain College agree to set parking rates geared towards achieving the industry standard goal of 85% utilization. The initial agreed-upon rate structure can be changed based on utilization data and a written agreement between the City and College.

The initial parking rate for 194 Saint Paul will be \$1.50 per hour, Monday through Sunday, 9am-9pm. Payment will be accepted via Parkmobile or multi-space kiosks via credit card or coin; the City will be responsible for setting up a singular unique Parkmobile zone for 194 Saint Paul prior to the facility opening to the public.

Enforcement

Burlington Police Department (BPD) currently enforces parking in all City-run parking facilities and at on-street meters. BPD will add 194 Saint Paul Street to their list of enforced facilities. BPD issues tickets for parkers who fail to remit payments, tickets are valued at \$15.00 each. A one-time \$13 late fee is added to all unpaid tickets after 30 days; if the ticket is unpaid after 90 days, a one-time \$24 late fee is added.

Should any vehicles be identified as parked at 194 Saint Paul for longer than forty-eight (48) hours, the City and College will come to a mutual agreement on the need to tow and impound the vehicle. Any towing will be performed by the Spillane's Towing and cars can be retrieved at 7

Commerce Ave., South Burlington, VT; the vehicle owner is responsible for any associated costs or damages.

Equipment

The City will install and maintain three (3) Cale multi-space kiosks at 194 Saint Paul, two (2) in the garage with an entrance on Maple Street and one (1) in the garage with an entrance on King Street. If it is determined additional multi-space meters are needed to improve garage operational efficiency and customer experience, the City and College will come to a written agreement on placement and work required.

Wayfinding & Signage

The City will design, fabricate, install and maintain wayfinding, informational and regulatory signage at 194 Saint Paul. Signage will help drivers locate 194 Saint Paul and inform parkers about rates, hours of operations and conditions. Sign design and placement will be mutually agreed upon between the City and College.

Once 194 Saint Paul is open to the public, the City will add the facility to our interactive map and market it using its Park Burlington communication channels.

Staffing

The use of multi-space kiosks at 194 Saint Paul eliminates the need for any permanent City staff at the facility. The City may have staff on-site regularly to enforce parking rules, maintain or fix equipment or serve as **customer-service** ambassadors and shall require that staff be courteous toward the public and otherwise conduct themselves in a manner consistent with a public service operation.

Administration

The City and College shall meet at minimum annually to review operations and maintenance at 194 Saint Paul and discuss any needed adjustments; meetings shall be organized by the City.

References & Contacts

Towing: Spillane’s Towing & Recovery, (802) 863-7900

Ticketing: Burlington Police Department, (802) 540-2380

Technical Issues with Meter: Department of Public Works Customer Service, (802) 863-9094

Champlain Public Safety: (802) 865-6465

General Questions & Concerns: Department of Public Works Customer Service, (802) 863-9094

This Operations Plan is agreed upon by authorized officers or representatives of the City and College as signified below.

City of Burlington

Witness

Chapin Spencer

Champlain College, Inc.

Witness

John Caulo