Portsmouth
Parking & Traffic Safety Committee
8:00 A.M. – June 1, 2017
City Hall – Eileen Dondero Foley City Council Chambers

ON-SITE COMMITTEE: Please meet on Tuesday, May 30th at 8:00 A.M. in the upper parking lot at City Hall, 1 Junkins Avenue, to view the following location:

- 834 Middle Road

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. ACCEPTANCE OF THE MINUTES

IV. FINANCIAL REPORTS

V. PUBLIC COMMENT (15 MINUTES)

VI. NEW BUSINESS
   A. Clarification of overtime parking definition
   B. Appeal of driveway permit at 834 Middle Road
   C. Pedestrian safety, crosswalks and crosswalk signs by Mary Lou McElwain

VII. OLD BUSINESS/ACTION ITEMS
     No old business

VIII. PUBLIC COMMENT

IX. INFORMATIONAL
    A. New Parking Director
    B. Middle Street Bike Lanes Project:
       Public meeting scheduled for June 8, 2017 at 7:00 p.m. in the Council Chambers
    C. Existing Valet License Agreements
    D. Requests for Rubber Speed Bumps on Public Roads

X. MISCELLANEOUS

ADJOURNMENT
### Parking Related Revenues

**Unaudited**

Percentage of Fiscal Year Complete

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>83.33%</td>
<td></td>
<td>April 30, 2017</td>
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</tbody>
</table>

#### Totals Thru FY 17 (April 30, 2017)

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 17</th>
<th>BUDGETED</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Meter Fees</td>
<td>1,975,369</td>
<td>2,155,000</td>
<td>91.66%</td>
</tr>
<tr>
<td>Meter Space Rental</td>
<td>115,026</td>
<td>90,000</td>
<td>127.81%</td>
</tr>
<tr>
<td>Meter In Vehicle</td>
<td>74,062</td>
<td>85,000</td>
<td>87.13%</td>
</tr>
<tr>
<td>Parking Garage Revenue</td>
<td>1,687,934</td>
<td>2,025,000</td>
<td>83.35%</td>
</tr>
<tr>
<td>Garage Passes</td>
<td>972,795</td>
<td>1,050,000</td>
<td>92.65%</td>
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<td>Pass Reinstatement</td>
<td>2,895</td>
<td>2,500</td>
<td>115.80%</td>
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<tr>
<td>Vaughan St Parking Facility</td>
<td>11,250</td>
<td>15,000</td>
<td>75.00%</td>
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<tr>
<td>Parking Violations</td>
<td>652,570</td>
<td>715,000</td>
<td>91.27%</td>
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<td>Immobilization Administration Fee</td>
<td>15,620</td>
<td>15,000</td>
<td>104.13%</td>
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<tr>
<td>Summons Admin Fee</td>
<td>350</td>
<td>3,000</td>
<td>11.67%</td>
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**Total FY 17 Parking**

|       | 5,507,872 | 6,155,500 | 89.48% |

- **BUDGETED**
  - (3,743,195) 61% Transfer to Parking Fund
  - 2,412,305 39% Funds Remaining in Gen Fund

PTS Meeting June 2017
VI.A. Clarification of overtime parking definition

City of Portsmouth
Department of Public Works

MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Eric Eby, P.E., Parking and Transportation Engineer
DATE: May 24, 2017
SUBJECT: Overtime Parking Clarification

The City of Portsmouth currently has time limits for all on-street parking spaces in the downtown area. The goals of the time limits are:

- To provide additional parking for customers of stores, restaurants, professional offices, and other destinations within the City by encouraging turnover of parked vehicles.
- Encourage all-day-parkers to use sustainable transportation modes or park in off-street parking lots rather than driving and parking on public streets.
- Discourage people from parking all day and/or continually swapping spaces at meters.

The City ordinances state that a vehicle shall be considered as unlawfully parking if it remains in said space beyond the legal parking limit. However, the ordinances do not state that the vehicle must move or how far, and this has made it difficult to enforce the overtime parking violations. Often a driver will claim that they did move and drove around and parked in the same exact spot a few minutes later. A review of other city’s parking regulations has found that they often specify a distance that a vehicle must move to avoid being ticketed. It is recommended that the City modify its ordinance on overtime parking to include specific language requiring a vehicle to move and a minimum distance to move to avoid being ticketed for overtime parking.

Samples of other city’s regulations on overtime parking:
- In Boston, a vehicle must move to a different block upon the expiration of the time limit.
- In San Francisco, a driver must move to another block, or at least 500 feet.
- In Denver, a vehicle must move at least 100 feet.
- In Cambridge, where they have meter zones similar to Portsmouth, a vehicle must move out of the meter zone.
- In Portland, Oregon, a vehicle must move at least 500 feet or vacate the space for at least 3 hours.
City staff recommends that the City ordinances be modified to require a vehicle to move at least 500 feet from their original space, once they have reached their time limit. This will make it clear that they have moved out of the original space, provide clear definition for enforcement, and help to achieve the goals of the time limit ordinance. For perspective, 500 feet is the length of 20 parking spaces.

With the approval of the Parking and Traffic Safety Committee, City staff will work to bring the modified ordinance before the City Council for approval.
VI.B. Appeal of driveway permit at 834 Middle Road

Date: 5/23/17

Futuro, Inc
371A Islington St
Portsmouth, NH 03801
603-294-4223

Dave Desfosses
Dept. of Public Works
680 Peverly Hill Rd
Portsmouth, NH 0380

RE: 834 Middle Rd

Dear Mr. Desfosses,

I am writing to your today regarding a request for appeal to the driveway permit application submitted regarding the above mentioned property owned by Jason and Meghan Combs, clients of our company, which has an active and compliant building permit for construction of a new home.

In the process of construction the home owners of this property received a variance approval from the ZBA at which time an application for a driveway was submitted in order to comply with the city requirements. It was our understanding that the driveway plan submit was approved prior to our start of construction.

It has come to the realization of our company that the approved plan was not correct to the plan submitted and fitting to the design of the new home designed and now being built on the property.

The property has 3 driveway curb cuts that are grandfathered to the property, to our understanding. 1 on Middle Rd and 2 onto Sweatt Ave. For safety, the homeowners wish to remove the driveway access to Middle Rd, move the curb cut by 12’ on the lower end of Sweatt Ave (currently approved) and maintain the current parking area at the top of Sweatt Ave for convenient access to the main living floor of the home.

We are requesting a review of the approval in spirit of the ordinance in order to keep and maintain the ideal parking for the property with the interest of public safety in mind.

We appreciate the opportunity for discuss and review to come to an understanding for resolution.

Thank You,

Matt Silva
Futuro Construction
All driveway access to a public street shall require a driveway permit.

City of Portsmouth
Application for Driveway Permit

PROPERTY OWNER (Printed): JASON COMBS

ADDRESS OF PROPERTY: 834 MIDDLE RD, PORTSMOUTH, NH 03801

MAILING ADDRESS: 834 MIDDLE RD, PORTSMOUTH, NH 03801

DAYTIME PHONE NUMBER: 603-765-6648, CONTRACTOR

TAX MAP: 232  LOT: 55

PLAN SUBMITTED: Yes No

PROPERTY OWNER SIGNATURE: 

If the proposed driveway has been approved by the Planning Board as part of the site review or subdivision process please attached the approved plan. If the proposed driveway has not been approved by the Planning Board through the site review or subdivision process, submit such plans and details as described in the driveway specifications.

The City of Portsmouth reserves the right to deny any permits when:

- The proposed driveway does not conform to the requirements of the Portsmouth Zoning Ordinance;
- The proposed driveway does not conform to the Driveway Specifications that are part of this permitting process; or
- The proposed driveway would present an unreasonable safety risk to the public.

If the driveway permit application is approved, the applicant shall obtain the necessary Excavation Permit. The application fee and insurance requirements shall be determined in accordance with the City of Portsmouth Excavation Permit. The fee shall be payable to the City of Portsmouth and submitted to the Public Works Dispatcher at the time the applicant applies for the Excavation Permit. Owner/Contractor may be required to provide bonding.

The cost of all work shall be borne by the applicant/property owner.

For City Use:

Approved by: [Signature]

Dated: 12/3/11

Forward to Traffic & Safety Committee: Yes No

Conditions/Requirements: 


City hires new Parking Director

PORTSMOUTH, NH – The City of Portsmouth has hired Benjamin Fletcher as their new Parking Director. With over two decades of project management experience in various parking organizations, Fletcher will be joining Portsmouth to manage the parking staff, oversee parking projects and introduce additional innovative programs.

Most recently, Fletcher served as the Vice President of Operations for Cornerstone Parking Group. According to Public Works Director Peter Rice, his diverse background will add unique value to the parking division. “Ben not only has experience in overseeing parking programs of a large scope, but also possesses key skills in business development, technology integration, consulting and more. His previous management of projects spanning Minneapolis, San Francisco, Atlanta and Honolulu makes me very excited to see how he applies his knowledge to our parking division’s operation to improve service and expand parking options for our residents.”

Transitioning to Portsmouth from Minneapolis, Fletcher will start his position on July 3rd. “This is a great opportunity,” said Fletcher. “Portsmouth is a vibrant area and I look forward to building up the parking program in order to support that.”
Benjamin M. Fletcher
1369 Spruce Place Unit #1505
Minneapolis, MN 55403
808.781.8207
e-mail: ben.fletcher2@gmail.com
LinkedIn: https://www.linkedin.com/in/benjamin-fletcher-0506a729/

Summary

Benjamin Fletcher is a charismatic, organized, high-energy team leader. With two decades’ Project Management experience focusing on a client first, hands-on and highly comprehensive approach, Ben is skilled in Executive Management, Business Development, Product Branding, A-3 Process Engineering, Team Building, Operations, Accounting, Audit, Budgeting, Forecasting, Human Resources, Equipment Installations, Technology Integration, Wayfinding and Consulting.

Ben is fortunate to possess a combination of analytical and communication skills critical to success in today’s customizable, multi-tasking environment, providing instant credibility and consistently building relationships that serve all parties. A substance-based, effective presenter, Ben has a long track record of building strong, diverse teams that deliver valuable insight, a pro-active task-driven focus and measurable results.

Professional Experience

Vice President - Operations: Cornerstone Parking Group, Minneapolis, MN (Present)
Vice President-Operations position directs management of self and valet parking service points throughout the Cornerstone portfolio, encompassing roughly ten thousand managed spaces with a focus on the healthcare industry. Scope includes leading a team of greater than two hundred fifty employees and managers, with an annual budget of $11.5M. Leads teams on initiatives to identify and address deficiencies in current operational paradigms.

Project Management - Capital Acquisitions
Lead installation of hardware and software systems for garage and valet projects, safety enhancement projects, communication and wayfinding signage enhancement. Authored Standard Work Documents for Electric Vehicle Stations, Valet Key Security and Claims Administration. Chaired the startup and coordination of the Corporate Audit Department. Lead team in creation of highly-successful off-campus employee shuttle system, including routing, procurement of vehicle assets, hiring and training personnel, and coordination of communications to the hospital constituency.

Competencies Include leading complex parking, shuttle & access programs in environments with myriad stakeholders, engineering and implementing complex, multi-tiered budget packages, designing and implementing Capital Improvement Project Initiatives, strategic planning of Traffic Demand Management and shuttle systems.
Regional Vice President: Propark America - San Francisco
The Regional Vice President is responsible for operations, marketing, accounting, and human resources for the Western United states, consisting of projects from Texas to California. Position works with clients by developing and implementing creative solutions, maximization of revenues, and bringing added value to client assets.

Competencies include leading team through high-profile exercises in process engineering, enterprise business operations, project valuation, contract and project management, design and implementation of budget models unique to circumstances, and client retention.

SFMTA - City and County of San Francisco
Position engages City departments, operators, non-profit corporation staff, contractors, vendors and community stakeholders as capital improvement projects are planned and implemented. Directives include planning, organization and supervision of complex, sensitive work involving inspections, facility assessment, preparation of RFQ, RFP, MOU and spec documents, and procurement of services associated with projects funded by the Parking Revenue Bond.

Capital Improvement Projects - PARCS; lighting retrofit.
Lead Capital Improvement Projects aimed at the replacement of access and revenue control equipment installed throughout the portfolio. Led selection committee through the RFP phase. Developed communications package to convey installation timeline and other pertinent information to operators and to the public. Coordinated installation of LED lighting retrofit, inclusive of equipment selection and procurement, scheduling timelines, compliance with City and County mandates.

Operations and Reporting
Conduct field audits, ensuring adherence to Parking Industry best practices, and inspecting facilities for compliance with maintenance, building and fire code standards. Developed audit report package, detailing actions required in response to audit. Document, communicate and direct facility operators toward completion of required actions to address findings. Review monthly operating statements for accuracy; approve and set for payment. Redesigned portfolio-wide Management Report Package. Reports include monthly, quarterly, and annual reports contrasting actuals against current and past budgets, and year over year same-unit production.

Regional Director: Aparc Systems, Inc. - Honolulu, HI
Directives include expansion of the brand through the bidding process, coordinating contract negotiations, equipment purchases, and installations. Executive management of Makai Parking operations contract portfolio.

Bidding, Contract Negotiation and Procurement
Negotiated multiple contracts, with clientele including the State of Hawaii, the City and County of Honolulu, and private ownership groups. Executive management of multiple installations: price
negotiation, shipping and installation of equipment, hardware and software for state-of-the-art License Plate Recognition parking and traffic control systems. Chaired bid management with various contractors, coordinating and scheduling according to immediacy.

**Operations and Consulting**
Realized dramatic increases in profitability through streamlined operations models, reduced expenses, broad-sweeping structural changes in technical and operations teams, and procurement of new contracts. Consulted on various parking and traffic management concerns for City and State officials, and private ownership groups. Topics include large-scale event planning, budgeting, staffing, software and hardware recommendations, contingency planning and related subjects.

**Impark General Manager: Atlanta, Georgia**
Executive management of the Atlanta, Georgia client portfolio, including contracts with the Atlanta Braves, Gwinnett (AAA) Braves, the Georgia Institute of Technology, and CNN Center, inclusive of thirty thousand parking spaces, accommodating four hundred events annually, with revenues of $6.8M.

**Operations**
Realized dramatic revenue increases and 98% customer satisfaction scores at Turner Field (Atlanta Braves). Lead team through the inaugural and second Gwinnett Braves’ seasons. Led recruitment, hiring and training of a 48-person crew, procurement of custom uniforms, signage, insurance, supplies, accounting prep, and custom reporting package within a 6-day period to open the Georgia Tech project. Developed contingency planning for Atlanta and Gwinnett Braves operations as budgetary and environmental constraints dictated throughout each season, without sacrificing fan experience. Authored Standard Operating Procedures manuals and Disaster Contingency plans for Turner Field, Gwinnett Stadium and CNN Center. Authored marketing pieces, including game-specific offerings for the Atlanta Teams. Authored winning bid for Georgia Institute of Technology game day campus operations, and secured five-year renewal on the CNN Center operations contract.

**Accounting**
Authored annual multi-million dollar budgets for each client. Developed P&L reporting package for the city of Atlanta, later adapted to other U.S. Impark cities. Designed activity report packages detailing cash controls, space utilization analysis, usage trending and billings. Chaired meetings with each client, addressing monthly P&L statements, while consulting on usage analysis, rates, traffic flow design, budgetary constraints, contingency implementation, and related topics.

**Capital Projects - Acquisition Management; repair projects**
Chaired parking and traffic control equipment purchase and installation at CNN center, arranging for competing bids, referrals and contracts, budgeting, scheduling, and permitting, while coordinating public and private traffic impact minimization during the event season. Chaired repair projects, directing meetings regarding safety, routing and wayfinding, budget impact and contingency planning. Coordinated management during peak and off-peak hours for engineering teams and construction groups to remain on target in terms of both budget and timeline.
Chief Auditor: Healthcare Parking Systems, Inc, Tampa, FL 33634
Chair ed the start-up and executive management of Corporate Audit Department, overseeing revenue controls, performing trend and profitability analyses for individual locations, budgeting, planning, and day-to-day operational decision-making. Led management of all aspects of cash control and reporting, including weekly billings, A/R, and collections for 205 locations, 3200 employees.

Revenue Control and Reporting
Designed revenue control and reporting software for valet and self-park facilities, featuring comprehensive data collection for use in analysis of revenue streams, profitability, validation trending, use mixes, and budget projections, while tallying weekly usage-driven billing information and generating invoices with single-keystroke data entry from daily reports.

Site Audits
Travel to location sites for audit, client meetings, project bids, and contract negotiations. Developed site audit package, addressing budgeting, staffing, traffic flow, signage, uniforms, cash management, and related topics for use in management training and development applications.

Bid Consulting and public presentations
Consultant to the President during bidding processes, advising on contract structure, project layout, budgeting, staffing, equipment recommendations, and related topics. Authored cash control and reporting procedures. Authored successful bids for multiple contracts. Conducted Town Hall meetings, private client presentations, and large-scale Q&A sessions for numerous bid projects, budgeting, capital purchasing projects, and related items.

Education: University of Kansas, Lawrence KS
Bachelor of Sciences, Business Administration & Marketing, 1992
LICENS E AGREEMENT
FOR THE ONE HUNDRED CLUB

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this non-exclusive, revocable license to The One Hundred Club with a principal place of business at 100 Market Street, Portsmouth, NH 03801 (hereinafter "Licensee") pursuant to the following terms and conditions:

1. **Area of License:** The City authorizes Licensee to use the loading zone on Hanover Street as shown on the attached Exhibit 1.

2. **Use:** Licensee may make use of the Licensed Area for the purpose of Licensee’s parking valet service activities. Such activities are subject to the following conditions:
   
   - The hours of operation of the valet service are 6:00 p.m. to 12:00 a.m. Monday through Saturday.
   - No vehicles receiving valet services may be parked in municipal spaces (metered, garage or otherwise).
   - There shall be no stacking of vehicles in adjacent parking spaces.
   - This license is non-exclusive and the loading zone will remain available for commercial loading purposes and for such additional purposes as the City may authorize or license.
   - Licensee will represent clearly and consistently that it is a private company and that the municipality is not responsible for any damage or loss to vehicles or property.

3. **Signage:** This License Agreement also authorizes Licensee’s use of the existing signage in place on Hanover Street as shown in Exhibit 1.

4. **Term:** This license shall commence upon the execution of this Agreement and terminate on June 30, 2017. This License may be renewed for an additional term upon the joint approval of the Parking and Traffic Safety Committee and the City Manager.

5. **Payment Terms:** Licensee has tendered and the City has accepted the $500.00 valet parking permit fee. No other payment is required.
6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its use of the Licensed Area. This obligation survives termination or revocation of this Agreement.

7. **Insurance:** At all times during the use and exercise of this license, Licensee agrees to maintain comprehensive general liability insurance covering its operation under this license in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Such insurance shall name the City of Portsmouth as an additional insured. Licensee agrees to maintain Garage Keepers insurance in the amount of $100,000 per occurrence for the term of this Agreement. Certificates indicating the existence of these insurances shall be maintained on file at all times during the license period with the Parking and Transportation Division of the City of Portsmouth Public Works Department.

8. **Maintenance of Area:** Licensee will maintain the Licensed Area in neat and orderly fashion during Licensee's hours of use. The Licensee shall take such measures as may be necessary to maintain pedestrian and vehicular safety during use of the Licensed Areas for its valet service.

9. **Damage:** Licensee agrees to take reasonable steps to remedy promptly any damage to the Licensed Area caused by the Licensee's activities. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.

10. **Compliance With Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations may, at the City's discretion, result in revocation.

11. **Revocation:** The City may terminate this Agreement or any provision contained in this Agreement on 72 hours written notice provided to Licensee if the public interest requires such termination, in which case all fees paid by Licensee shall be returned on a pro-rata basis. This Agreement may be revoked or suspended immediately without notice by the City for cause, e.g. violation of the terms of this license, in which case, all fees paid by Licensee shall remain the property of the City.
Dated this 8th day of September, 2016

City of Portsmouth

By: John P. Bohenko
City Manager

Pursuant to vote of the City Council of June 20, 2016.

Dated this 30th day of August, 2016.

The One Hundred Club

By: Dana Wergen
Print Name: Dana Wergen
Its Duly Authorized: Managing Director
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Kane Insurance
242 State Street
Portsmouth NH 03801

CONTACT NAME: Emma Pankey
PHONE: 
FAX: 
EMAIL ADDRESS: emma@kaneins.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Ohio Security Insurance Company 24082
INSURER B: American Fire & Casualty Company 24066
INSURER C: The Ohio Casualty Insurance Co 24074

INSURED

100 Club Concepts, Inc.
100 Market St
Suite 500
Portsmouth NH 03801

COVERAGES CERTIFICATE NUMBER: CTL675164079 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COMPROG AGG $2,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>UMBRELLA LIABILITY</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y/N/A</td>
<td>7/14/2016</td>
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<td>E.L. DISEASE - EA EMPLOYEE $500,000</td>
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<td>E.L. DISEASE - POLICY LIMIT $500,000</td>
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<td>Garagekeeper's Liability</td>
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<td>Collision limit $450,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Restaurant with seating, cooking, and alcohol sales**

***The City of Portsmouth is Additional Insured for General Liability when required by contract, agreement, or permit.

CERTIFICATE HOLDER

City of Portsmouth
1 Junkins Ave
Portsmouth, NH 03801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Emma Pankey/PANKEY

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AMENDMENT TO AGREEMENT
FOR ATLANTIC PARKING SERVICES, LLC

WHEREAS, the City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, and Atlantic Parking Services, LLC with a principal place of business at 2 Washington Street, Dover, NH 03820 (hereinafter "Licensee"), entered into an Agreement dated August 18, 2016 which grants a revocable license for Licensee for the use three parallel parking spaces on the southerly side of Bow Street ("Licensed Area") for valet parking seven days a week from 5:00 p.m. to 12:00 a.m. Agreement attached as Exhibit A.

WHEREAS, Licensee has requested to return the Licensed Area to the City for the months of January, February, March and April in 2017.

WHEREAS, the City finds that the return of three public parking spaces is in the public interest.

WHEREAS, Licensee and the City agree to amend paragraph 4 of the Agreement by terminating Licensee’s right to use and obligation to pay for the Licensed Area for the months of January, February, March and April in 2017.

WHEREAS, Licensee and the City agree that other than the amendment to paragraph 4 set forth above, no other provisions of the Agreement are amended and remain in full force and effect.

Dated this 20 day of December, 2016

City of Portsmouth

By: John P. Bohenko, City Manager

Atlantic Parking Services, LLC

By: Brian Slowaski
Print Name
Its Duly Authorized
AGREEMENT
FOR ATLANTIC PARKING SERVICES, LLC

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Atlantic Parking Services, LLC with a principal place of business at 2 Washington Street, Dover, NH 03820 (hereinafter jointly "Licensee") pursuant to the following terms and conditions:

1. **Area of License:** The City authorizes Licensee to use three parallel parking spaces on the southerly side of Bow Street which during the hours of 5:00 p.m. to 12:00 a.m. seven (7) days a week (Licensed Area) will be utilized as a valet parking zone as shown on the attached Exhibit 1.

2. **Use:** Licensee shall make use of the Licensed Area for the purpose of Licensee's downtown parking valet service activities. Such activities are subject to the following conditions:
   - The hours of operation of the valet service are 5:00 p.m. to 12:00 a.m., seven days a week.
   - No vehicles may be parked in municipal spaces (metered, garage or otherwise).
   - The valet parking area will remain available for public parking from 12:00 a.m. to 5:00 p.m. which shall be metered during the designated times.
   - Licensee will represent clearly and consistently that it is a private company and that the municipality is not responsible for any damage or loss to vehicles or property.
   - The following progression of options would be used by Atlantic to prevent traffic obstruction on Bow Street:
     - Park cars in the three purchased metered spaces; or
     - Send customers around the block to re-queue.
   - Atlantic Parking may erect, during inclement weather (only), a pop-up tent for protection of Licensee's workers, but the tent must remain within the Licensed Area and shall not interfere with the use of any other parking space. In erecting and maintaining such a tent, Atlantic Parking will comply with any instruction as may be issued by the Parking Operations Supervisor.
   - Licensee may erect a Key Storage Podium in the Licensed Area provided that it will not interfere with the use of any other parking space, the right of way or sidewalk and Licensee will comply with any instructions as may be issued by the Parking Operations Supervisor.

3. **Signage:** This License Agreement also authorizes Licensee's use of three (3) A-frame signs in or next to the loading zone on Bow Street but not within the travel way. Licensee shall coordinate the precise location of the signage with the Parking Operations Supervisor to ensure that pedestrian access and safety
is maintained. Licensee will remove signs when the valet service is not in operation. Signage shall be only as approved in writing by the Parking Manager of the City of Portsmouth.

3. **Term:** This license shall commence upon execution and terminate on June 30, 2017. This License may be renewed for an additional term upon the joint approval of the Parking and Traffic Safety Committee and the City Manager.

4. **Payment Terms:** The monthly payment (3 spaces @ $3.00 per space per day) due for the valet parking area will be according to the following schedule:

- July - 31 days - $279
- August - 31 days - $279
- September - 30 days - $270
- October - 31 days - $279
- November - 30 days - $270
- December - 31 days - $279
- January - 31 days - $279.00
- February - 28 days - $252.00
- March - 31 days - $279.00
- April - 30 days - $270.00
- May - 31 days - $279.00
- June - 30 days - $270.00

Licensee shall make payment by the first of each month in advance of use in the amount shown above. Payment shall be made to the City of Portsmouth and directed to the City Parking Clerk at 1 Junkins Avenue, Portsmouth, NH. Failure to make payment at the first of the month will result in a late charge of $10 per day in addition to the foregoing and possible termination of this Agreement at the option of the City.

Failure to remove all vehicles, barriers, materials and equipment and return the Licensed Area to the City of Portsmouth in the manner prescribed under this License by the end of the term shall result in an additional charge of $100 per day above and beyond the payments described in the preceding paragraphs. It is in the City's interest that the Licensed Area be returned to the public use as soon as possible.

5. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its use of the Licensed Area. This obligation survives termination or revocation of this Agreement.

6. **Insurance:** At all times during the use and exercise of this license, Licensee agrees to maintain comprehensive general liability insurance covering its operation under this license in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Such insurance shall name the City of Portsmouth as an additional insured. Licensee agrees to maintain
Garage Keepers insurance in the amount of $100,000 per occurrence for the
term of this Agreement. Certificates indicating the existence of this insurance
shall be maintained on file at all times during the license period with the Parking
and Transportation Division of the City of Portsmouth Public Works Department.

7. **Maintenance of Area:** During the course of this Agreement, Licensee will
maintain the Licensed Area in neat and orderly fashion. The Licensee shall
secure the Licensed Area for its use and take such other measures as may be
necessary to maintain pedestrian and vehicular safety during use of the
Licensed Areas.

8. **Damage:** Licensee agrees to take reasonable steps to remedy promptly any
damage to the Licensed Area caused by the Licensee’s activities. The City
may elect to accept reasonable reimbursement from the Licensee in lieu of
remedy.

9. **Compliance With Other Laws:** This Agreement does not relieve Licensee
from compliance with any other local, state or federal laws or regulations or
conditions imposed by any local board. Failure to abide by any local, state or
federal laws or regulations may, at the City’s discretion, result in revocation.

10. **Revocation:** The City may terminate this Agreement or any provision
contained in this agreement on 72 hours written notice provided to Licensee if
the public interest requires such termination, in which case all fees paid by
Licensee shall be returned on a pro-rata basis. This Agreement may be
revoked or suspended immediately without notice by the City for cause, e.g.
violation of the terms of this license, in which case, all fees paid by Licensee
shall remain the property of the City.

Dated this 16th day of August, 2016

City of Portsmouth

By: __________
John P. Bohenko, City Manager
Pursuant to vote of the City Council
of June 20, 2016

Dated this 16th day of August, 2016

Atlantic Parking Services, LLC

By: __________
Brian Slobin
Its duly authorized Manager
### COVERAGE

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### Description of Operations / Locations / Vehicles

The General Liability Policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder. As regards the following Locations: Bow Street, 95 State Street and the corner of Pleasant and State Streets, Portsmouth NH 03801.
LICENSE AGREEMENT
FOR ATLANTIC PARKING SERVICES, LLC

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Atlantic Parking Services, LLC with a principal place of business at 2 Washington Street, Dover, NH 03820 (hereinafter jointly "Licensee") pursuant to the following terms and conditions:

1. **Area of License:** The City authorizes Licensee to use the loading zone on State Street as shown on the attached Exhibit 1.

2. **Use:** Licensee may make use of the Licensed Area for the purpose of Licensee’s parking valet service activities. Such activities are subject to the following conditions:

   • The hours of operation of the valet service are 5:00 p.m. to 12:00 a.m., seven days a week.
   • No vehicles may be parked in municipal spaces (metered, garage or otherwise).
   • There shall be no stacking of vehicles in adjacent parking spaces.
   • This license is non-exclusive and the loading zone will remain available for commercial loading purposes and for such additional purposes as the City may authorize or license.
   • Licensee will represent clearly and consistently that it is a private company and that the municipality is not responsible for any damage or loss to vehicles or property.
   • Atlantic Parking may erect, during inclement weather (only), a pop-up tent for protection of licensee’s workers, but the tent must remain within the Licensed Area and shall not interfere with the use of any other parking space. In erecting and maintaining such a tent, Atlantic Parking will comply with any instruction as may be issued by the Parking Operations Supervisor.
   • Licensee may erect a Key Storage Podium in the Licensed Area provided that it will not interfere with the use of any other parking space, the right of way or sidewalk and Licensee will comply with any instructions as may be issued by the Parking Operations Supervisor.

3. **Signage:** This License Agreement also authorizes Licensee’s use of two A-frame sign. Licensee shall coordinate the precise location of the signage
with the Parking Operations Supervisor to ensure that pedestrian access and safety is maintained. Licensee will remove the signs when the valet service is not in operation. Signage shall be only as approved in writing by the Parking Operations Supervisor.

4. **Term:** This license shall commence upon execution of this Agreement and terminate on June 30, 2017. This License may be renewed for an additional term upon the joint approval of the Parking and Traffic Safety Committee and the City Manager.

5. **Payment Terms:** Licensee has tendered and the City has accepted the $500.00 valet parking permit fee. No other payment is required.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its use of the Licensed Area. This obligation survives termination or revocation of this Agreement.

7. **Insurance:** At all times during the use and exercise of this license, Licensee agrees to maintain comprehensive general liability insurance covering its operation under this license in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Such insurance shall name the City of Portsmouth as an additional insured. Licensee agrees to maintain Garage Keepers insurance in the amount of $100,000 per occurrence for the term of this Agreement. Certificates indicating the existence of this insurance shall be maintained on file at all times during the license period with the Parking and Transportation Division of the City of Portsmouth Public Works Department.

8. **Maintenance of Area:** Licensee will maintain the Licensed Area in neat and orderly fashion during Licensee’s hours of use. The Licensee shall take such measures as may be necessary to maintain pedestrian and vehicular safety during use of the Licensed Areas for its valet service.

9. **Damage:** Licensee agrees to take reasonable steps to remedy promptly any damage to the Licensed Area caused by the Licensee’s activities. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.

10. **Compliance With Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations may, at the City’s discretion, result in revocation.
11. **Revocation:** The City may terminate this agreement or any provision contained in this agreement on 72 hours written notice provided to Licensee if the public interest requires such termination, in which case all fees paid by Licensee shall be returned on a pro-rata basis. This agreement may be revoked or suspended immediately without notice by the City for cause, e.g. violation of the terms of this license, in which case, all fees paid by Licensee shall remain the property of the City.

Dated this 19th day of August, 2016

City of Portsmouth

By: John P. Bohenko, City Manager

Pursuant to vote of the City Council of June 20, 2016

Dated this 16th day of August, 2016.

Atlantic Parking Services, LLC

By: Boren Slovenski

Its Duly Authorized Manager
# Certificate of Liability Insurance

**Date**: 8/4/2016

**Producer**: Kennebunk Savings Insurance  
50 Portland Road  
PO Box 770  
Kennebunk, ME 04043

**Contact**: Nancy Wallace, AINS  
PHONE: (207) 985-2941  
FAX: (207) 985-3122  
E-MAIL: nancy.wallace@kennebunksavings.com

**Insurers Affording Coverage**  
INSURER A: United Ohio  
INSURER B: Charter Oak Fire Ins Co

**Certificate Number**: 16-17  
**Revision Number**: Master All

**Coverage**

**Type of Insurance**:  
- Commercial General Liability  
- Umbrella Liability

**Policy Information**

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<th>INSURANCE TYPE</th>
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**Description**

The General Liability Policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder. As respects the following Locations: Bow Street, 96 State Street and the Corner of Pleasant and State Streets, Portsmouth NH 03801

**Certificate Holder**:  
City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801

**Cancellation**:  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Authorized Representative**: Danny Edgecomb/LC

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IX.C. Existing Valet License Agreement for Atlantic Parking Services on Pleasant Street and State Street

LICENSE AGREEMENT
FOR ATLANTIC PARKING SERVICES, LLC

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Atlantic Parking Services, LLC with a principal place of business at 2 Washington Street, Dover, NH 03820 (hereinafter jointly "Licensee") pursuant to the following terms and conditions:

1. **Area of License:** The City authorizes Licensee to use the loading zone at the intersection of Pleasant Street and State Street as shown on the attached Exhibit 1.

2. **Use:** Licensee may make use of the Licensed Area for the purpose of Licensee's parking valet service activities. Such activities are subject to the following conditions:

   - The hours of operation of the valet service are 5:00 p.m. to 12:00 a.m., Tuesday through Sunday.
   - No vehicles may be parked in municipal spaces (metered, garage or otherwise).
   - There shall be no stacking of vehicles in adjacent parking spaces.
   - This license is non-exclusive and the loading zone will remain available for commercial loading purposes and for such additional purposes as the City may authorize or license.
   - Licensee will represent clearly and consistently that it is a private company and that the municipality is not responsible for any damage or loss to vehicles or property.
   - Atlantic Parking may erect, during inclement weather (only), a pop-up tent for protection of Licensee's workers, but the tent must remain within the Licensed Area and shall not interfere with the use of any other parking space. In erecting and maintaining such a tent, Atlantic Parking will comply with any instruction as may be issued by the Parking Operations Supervisor.
   - Licensee may erect a Key Storage Podium in the Licensed Area provided that it will not interfere with the use of any other parking space, the right of way or sidewalk and Licensee will comply with any instructions as may be issued by the Parking Operations Supervisor.
3. **Signage:** This License Agreement also authorizes Licensee's use of three A-frame sign. Licensee shall coordinate the precise location of the signage with the Parking Operations Supervisor to ensure that pedestrian access and safety is maintained. Licensee will remove the sign when the valet service is not in operation. Signage shall be only as approved in writing by the Parking Operations Supervisor.

4. **Term:** This license shall commence upon execution of this Agreement and terminate on June 30, 2017. This License may be renewed for an additional term upon the joint approval of the Parking and Traffic Safety Committee and the City Manager.

5. **Payment Terms:** Licensee has tendered and the City has accepted the $500.00 valet parking permit fee. No other payment is required.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its use of the Licensed Area. This obligation survives termination or revocation of this Agreement.

7. **Insurance:** At all times during the use and exercise of this license, Licensee agrees to maintain comprehensive general liability insurance covering its operation under this license in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Such insurance shall name the City of Portsmouth as an additional insured. Licensee agrees to maintain Garage Keepers insurance in the amount of $100,000 per occurrence for the term of this Agreement. Certificates indicating the existence of this insurance shall be maintained on file at all times during the license period with the Parking and Transportation Division of the City of Portsmouth Public Works Department.

8. **Maintenance of Area:** Licensee will maintain the Licensed Area in neat and orderly fashion during Licensee's hours of use. The Licensee shall take such measures as may be necessary to maintain pedestrian and vehicular safety during use of the Licensed Areas for its valet service.

9. **Damage:** Licensee agrees to take reasonable steps to remedy promptly any damage to the Licensed Area caused by the Licensee's activities. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.

10. **Compliance With Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations may, at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this agreement or any provision contained in this agreement on 72 hours written notice provided to Licensee if the public interest requires such termination, in which case all fees paid by Licensee shall be returned on a pro-rata basis. This agreement may be revoked or suspended immediately without notice by the City for cause, e.g. violation of the terms of this license, in which case, all fees paid by Licensee shall remain the property of the City.

Dated this 18th day of August, 2016

City of Portsmouth

By: [Signature]  
John P. Bohenko, City Manager

Pursuant to vote of the City Council vote of June 20, 2016

Dated this 16th day of August, 2016.

Atlantic Parking Services, LLC

By: [Signature]  
Brian Slovenski  
Its duly authorized Manager
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Kennebunk Savings Insurance
50 Portland Road
PO Box 770
Kennebunk ME 04043

**INSURED**
Atlantic Parking Services LLC, DBA: 
Bluefin Valet, Spare Spott
2 Washington St., Picker 313
Dover NH 03820

**CONTACT**
NAME: Nancy Wallace, AINS
PHONE: (207) 985-2941
FAX: (207) 985-3122
E-MAIL: nancy.wallace@kennebunk savings.com

**INSURER(S) AFFORDING COVERAGE**
INSCR. NUMBER: 16-17 Master ALL

**COVERAGE**

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**COVERAGE DESCRIPTION**

The General Liability Policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder. As respects the following Locations: Bow Street, 96 State Street and the Corner of Pleasant and State Streets, Portsmouth NH 03801.

**CERTIFICATE HOLDER**
City of Portsmouth
1 Junkins Ave
Portsmouth, NH 03801

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative
Danny Edgecomb/LC

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From: David Witham [mailto:withamarchitecture@gmail.com]
Sent: Wednesday, May 24, 2017 3:11 PM
To: Peter H. Rice <phrice@cityofportsmouth.com>

As you know we live at the end of a cul-de-sac.

With new teenage drivers in the hood speed has been an issue.

Would the City allow us to set out a speed bump at my mailbox just for the warmer weather seasons so it doesn't effect plowing?

All our other efforts seem to be failing and the neighbors asked me to reach out to the City.

http://www.speedbumpsandhumps.com/premium-recycled-rubber-speed-bumps?st-t=sbhgoogshop&gclid=CjwKEAjw3pTJRChgZ3e7s_YhAkS1AASG9VraGEjLjC2rzN-Z1LuToKBUHy7bEYcgB5NbfT0Y0JEAbhoCzerw_wcB

Thanks,
David