

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

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

- 834 Middle Road
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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**

<b>Percentage of Fiscal Year Complete</b> <b>83.33%</b>
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Totals Thru  
April 30, 2017

**FY 17**

	FY 17 TOTALS	BUDGETED	% of Budget
Parking Meter Fees	1,975,369	2,155,000	91.66%
Meter Space Rental	115,026	90,000	127.81%
Meter In Vehicle	74,062	85,000	87.13%
Parking Garage Revenue	1,687,934	2,025,000	83.35%
Garage Passes	972,795	1,050,000	92.65%
Pass Reinstatement	2,895	2,500	115.80%
Vaughan St Parking Facility	11,250	15,000	75.00%
Parking Violations	652,570	715,000	91.27%
Immobilization Administration Fee	15,620	15,000	104.13%
Summons Admin Fee	350	3,000	11.67%
<b>Total FY 17 Parking</b>	<b>5,507,872</b>	<b>6,155,500</b>	<b>89.48%</b>

	<b>BUDGETED</b>	
	(3,743,195)	61% Transfer to Parking Fund
	2,412,305	39% Funds Remaining in Gen Fund

# City of Portsmouth

*Department of Public Works*



## MEMORANDUM

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TO: John P. Bohenko, City Manager

FROM: Eric Eby, P.E., Parking and Transportation Engineer *EE*

DATE: May 24, 2017

SUBJECT: Overtime Parking Clarification

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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 you 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.

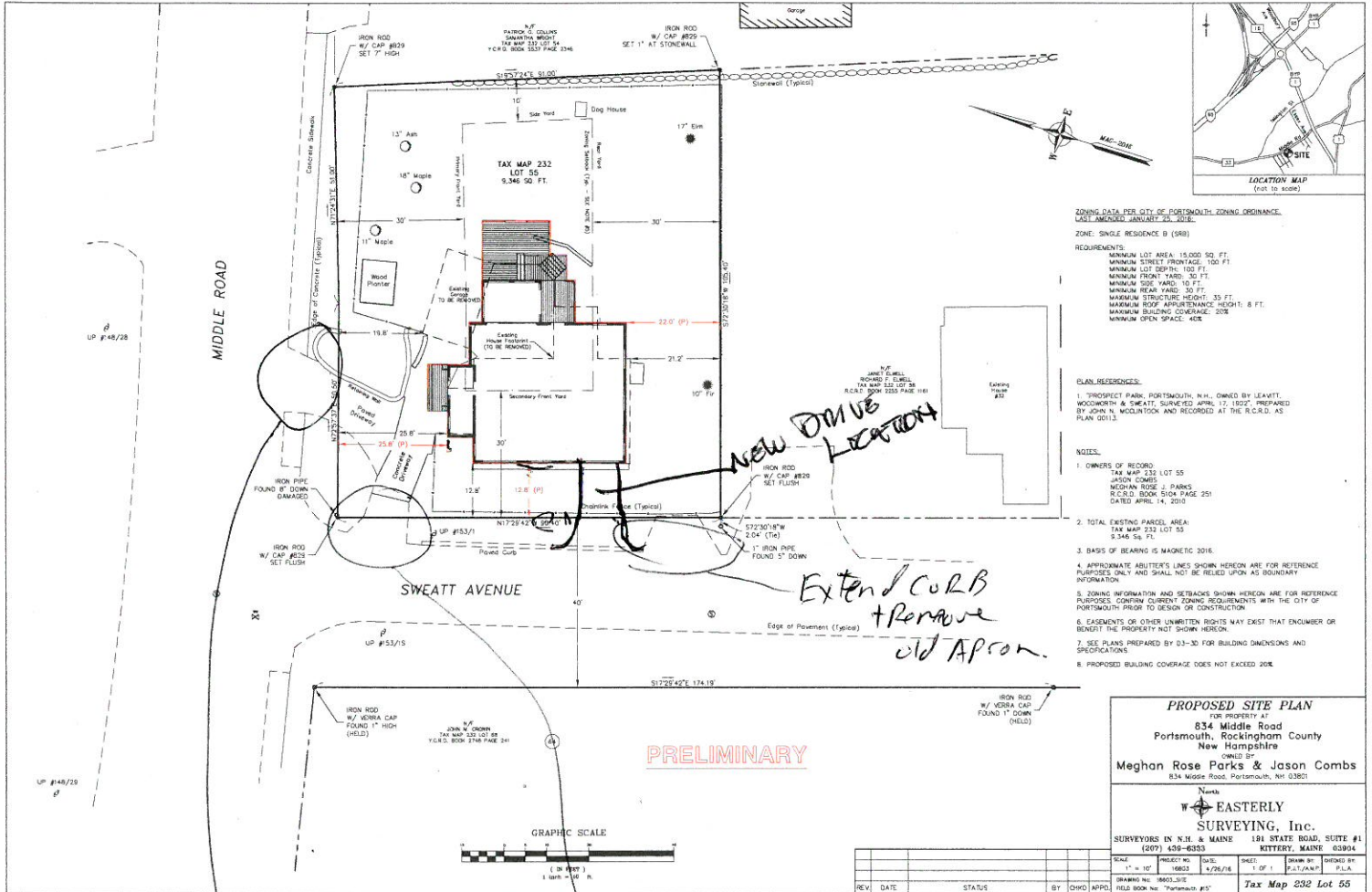
We are requesting a review of the approval in spirit of the ordinance in order to keep and maintain the ideal parking for the property with the interest of public safety in mind.

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

Thank You,

Matt Silva  
Futuro Construction





*New Drive Location*

*Extend CURB + Remove old Apron*

*Extend sidewalk in kind*

*Driveway to be removed in its entirety*

**PRELIMINARY**



REV	DATE	STATUS	BY	CHKD	APPR

**CITY OF PORTSMOUTH**



**PRESS RELEASE**

**FOR  
IMMEDIATE  
RELEASE**

**May 25, 2017**

## **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 3<sup>rd</sup>. “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**

**email: [ben.fletcher2@gmail.com](mailto: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**

Chaired 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

**LICENSE 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 8<sup>th</sup> 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 30<sup>th</sup> day of August, 2016.

**The One Hundred Club**

By:   
Print Name: Dana Wergen  
Its Duly Authorized: Managing Director

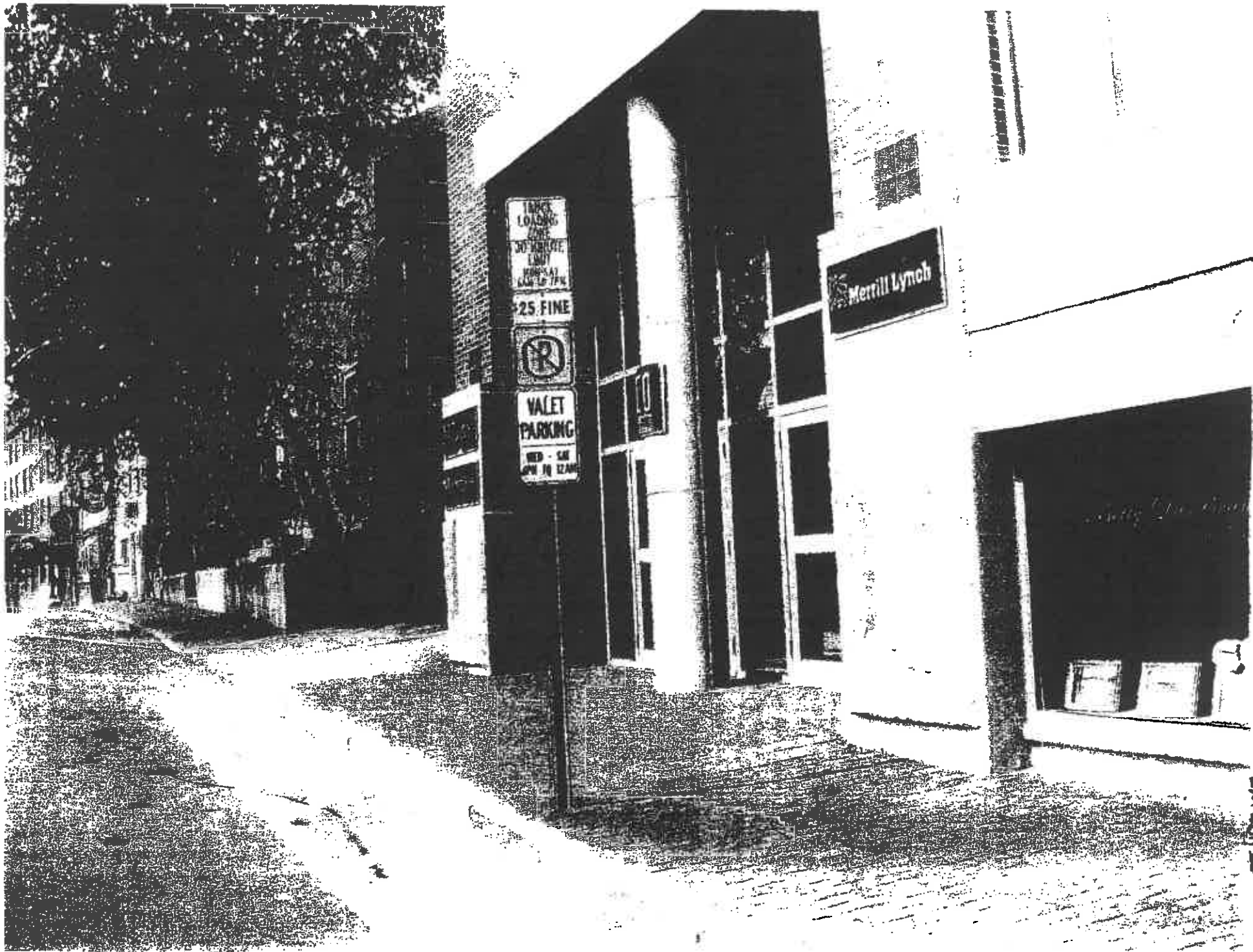


Exhibit 1





# CERTIFICATE OF LIABILITY INSURANCE

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

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).

<b>PRODUCER</b> Kane Insurance 242 State Street Portsmouth NH 03801		<b>CONTACT NAME:</b> Emma Pankey <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> emma@kaneins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Ohio Security Insurance Company <b>NAIC #</b> 24082	
		<b>INSURER B:</b> American Fire & Casualty Company <b>24066</b>	
		<b>INSURER C:</b> The Ohio Casualty Insurance Co <b>24074</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL1681614079 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BX855629630	7/14/2016	7/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BAA55629630	7/14/2016	7/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US055629630	7/14/2016	7/14/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	XWA55629630	7/14/2016	7/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Garagekeeper's Liability			BAA55629630	7/14/2016	7/14/2017	Comprehensive limit \$450,000 Collision limit \$450,000

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.

<b>CERTIFICATE HOLDER</b> City of Portsmouth 1 Junkins Ave Portsmouth, NH 03801	<b>CANCELLATION</b> 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: 

Print Name Brian Slovanski

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

BS 

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

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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 18<sup>th</sup> day of August, 2016

City of Portsmouth

By: 

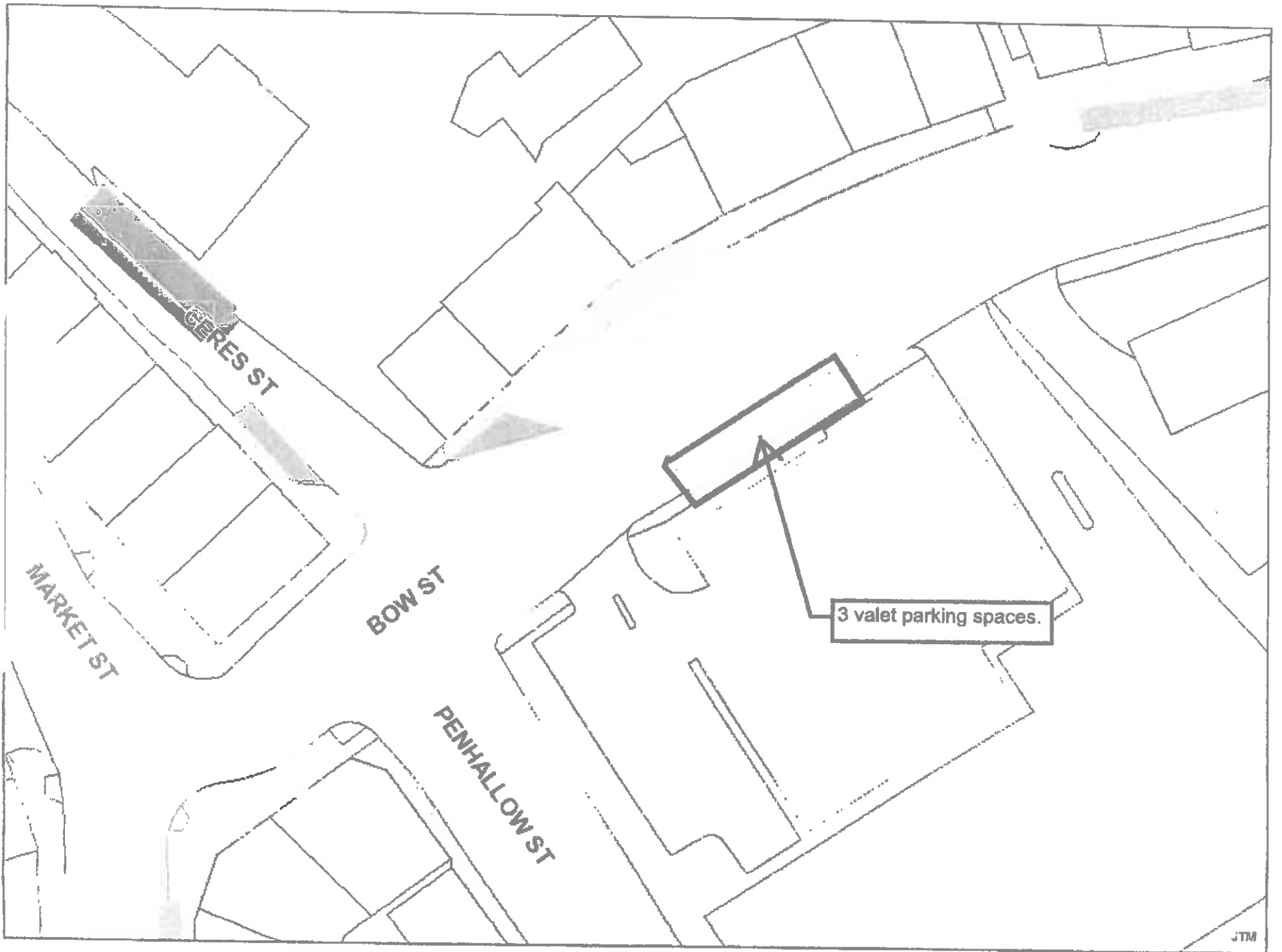
John P. Bohenko, City Manager  
Pursuant to vote of the City Council  
of June 20, 2016

Dated this 16 day of August, 2016

Atlantic Parking Services, LLC

By: 

Brian Slovenki  
Its duly authorized Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/4/2016

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).

<b>PRODUCER</b> Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043	<b>CONTACT NAME:</b> Nancy Wallace, AINS <b>PHONE (A/C, No. Ext):</b> (207) 985-2941 <b>E-MAIL ADDRESS:</b> nancy.wallace@kennebunksavings.com	<b>FAK (A/C, No.):</b> (207) 985-3122
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Atlantic Parking Services LLC, DBA: Bluefin Valet, Spare Spott 2 Washington St., Picker 313 Dover NH 03820	<b>INSURER A:</b> United Ohio <b>NAIC #</b> 13072	<b>INSURER B:</b> Charter Oak Fire Ins Co <b>NAIC #</b> 25615
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 16-17 Master ALL      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP0016356	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non-owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garagekeepers <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPP0016356  Garagekeepers deductibles: 250/1,000 comp, 500 coll.	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garagekeepers \$ 300,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		CX000197303	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	1A0B-6C972806-16	2/1/2016	2/1/2017	PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
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

<b>CERTIFICATE HOLDER</b>  City of Portsmouth 1 Junkins Ave Portsmouth, NH 03801	<b>CANCELLATION</b>  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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**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

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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.

Handwritten initials, possibly 'BS', followed by a dollar sign '\$'.

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 18<sup>th</sup> day of August, 2016

**City of Portsmouth**

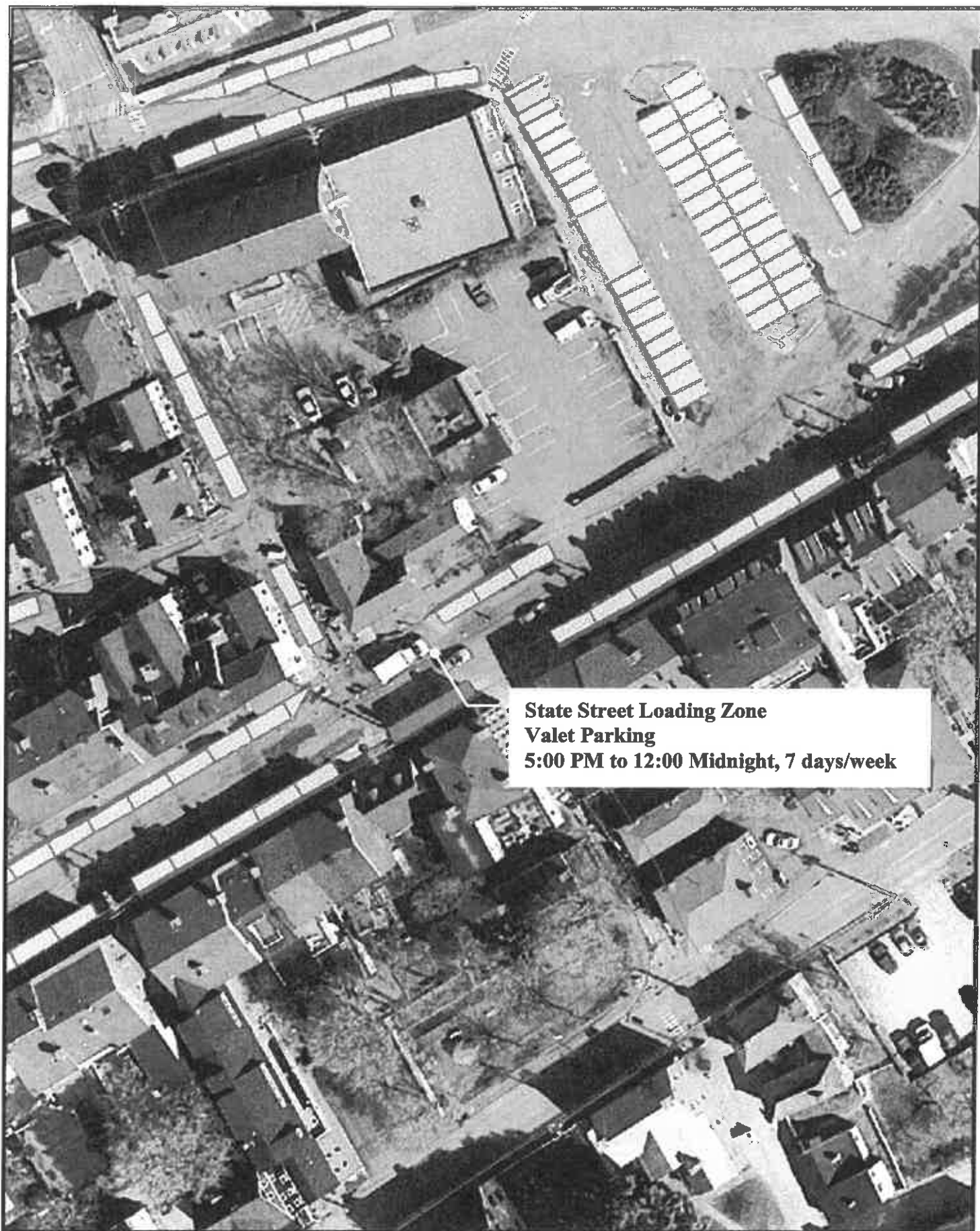
By:   
John P. Bohenko, City Manager

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

Dated this 16 day of August, 2016.

**Atlantic Parking Services, LLC**

By:   
Brian Slovenski  
Its Duly Authorized Manager



**State Street Loading Zone  
Valet Parking  
5:00 PM to 12:00 Midnight, 7 days/week**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2016

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).

<b>PRODUCER</b> Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043	<b>CONTACT NAME:</b> Nancy Wallace, AINS <b>PHONE (A/C, No, Ext):</b> (207) 985-2941 <b>E-MAIL ADDRESS:</b> nancy.wallace@kennebunksavings.com	<b>FAX (A/C, No):</b> (207) 985-3122
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Atlantic Parking Services LLC, DBA: Bluefin Valet, Spare Spott 2 Washington St., Picker 313 Dover NH 03820	<b>INSURER A:</b> United Ohio <b>NAIC #</b> 13072	
	<b>INSURER B:</b> Charter Oak Fire Ins Co <b>NAIC #</b> 25615	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 16-17 Master ALL                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP0016356	2/1/2016	2/1/2017	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Hired/Non-owned Auto	\$ 1,000,000
A	AUTOMOBILE LIABILITY			CPP0016356	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garagekeepers	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Garagekeepers deductibles: 250/1,000 comp, 500 coll.			BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Garagekeepers	\$ 300,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CX000197303	2/1/2016	2/1/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	IAUB-6C972806-16	2/1/2016	2/1/2017	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
A							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

**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.

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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.

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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 18<sup>th</sup> day of August, 2016

**City of Portsmouth**

By:   
John P. Bohenko, City Manager

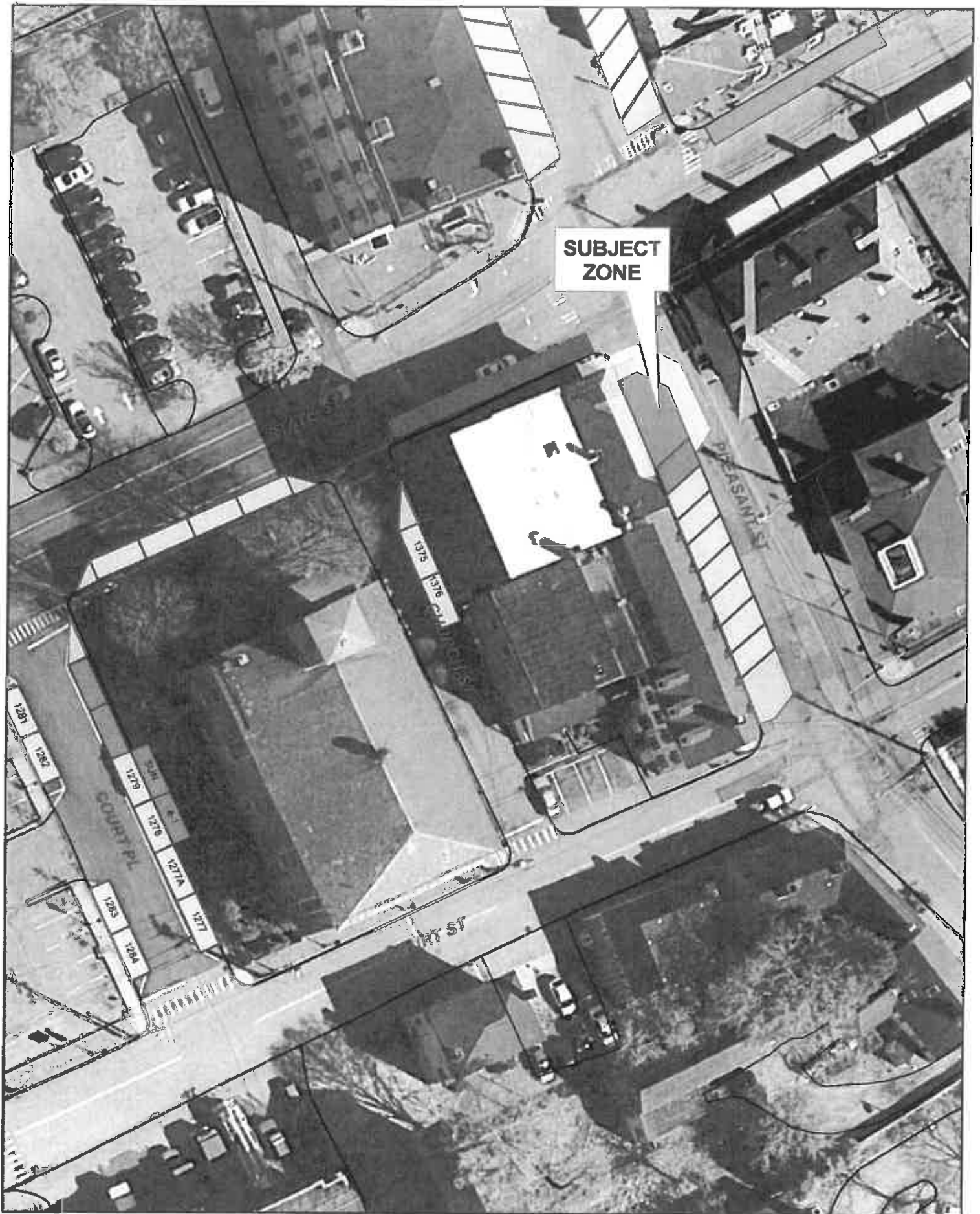
Pursuant to vote of the City Council vote  
of June 20, 2016

Dated this 16 day of August, 2016.

**Atlantic Parking Services, LLC**

By:   
Brian Slovenski  
Its duly authorized Manager





SUBJECT ZONE

City of Portsmouth  
Pleasant Street Loading Zone  
Green Monkey/Brazo Valet





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/4/2016

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<b>PRODUCER</b> Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043		<b>CONTACT NAME:</b> Nancy Wallace, AINS <b>PHONE (A/C No. Ext):</b> (207) 985-2941 <b>FAX (A/C No.):</b> (207) 985-3122 <b>E-MAIL ADDRESS:</b> nancy.wallace@kennebunksavings.com	
<b>INSURED</b> Atlantic Parking Services LLC, DBA: Bluefin Valet, Spare Spott 2 Washington St., Picker 313 Dover NH 03820		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Ohio NAIC # 13072 <b>INSURER B:</b> Charter Oak Fire Ins Co 25615 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 16-17 Master ALL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CFP0016356	2/1/2016	2/1/2017	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Hired/Non-owned Auto	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Garagekeepers		CFP0016356  Garagekeepers deductibles: 250/1,000 comp, 500 coll.	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Garagekeepers	\$ 300,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CX000197303	2/1/2016	2/1/2017	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	IAUB-6C972806-16	2/1/2016	2/1/2017	PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
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

<b>CERTIFICATE HOLDER</b>  City of Portsmouth 1 Junkins Ave Portsmouth, NH 03801	<b>CANCELLATION</b>  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.D. Requests for Rubber Speed Bumps on Public Roads

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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](mailto: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=CjwKEAjw3pTJBRChgZ3e7s\\_YhAkSJAASG9VraGEJiJC2rN-ZlLuToKBUHy7bEYcgB5NbfT0Y0JEAbhoCzerw\\_wcB](http://www.speedbumpsandhumps.com/premium-recycled-rubber-speed-bumps?st-t=sbhgoogshop&gclid=CjwKEAjw3pTJBRChgZ3e7s_YhAkSJAASG9VraGEJiJC2rN-ZlLuToKBUHy7bEYcgB5NbfT0Y0JEAbhoCzerw_wcB)

Thanks,  
David