

**Portsmouth**  
**Parking & Traffic Safety Committee**  
**8:00 A.M. – October 5, 2017**  
**City Hall – Eileen Dondero Foley City Council Chambers**

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**ON-SITE COMMITTEE:** Please meet on Tuesday, October 3<sup>rd</sup>, at 8:00 A.M. in the upper parking lot at City Hall, 1 Junkins Avenue, to view the following location:

- Dearborn Street
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AGENDA

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. ACCEPTANCE OF THE MINUTES**

**IV. FINANCIAL REPORT**

- A. Financial report (totals through 08/31/17) with category titles defined.

**V. PUBLIC COMMENT (15 MINUTES)**

**VI. PRESENTATION**

- A. Complete Streets Guidelines, by Juliet Walker, Planning Director.

**VII. NEW BUSINESS**

- A. Request to eliminate access to Echo Avenue from Spaulding Turnpike, by Charles McMahon. **Sample motion: Move to have staff work with neighborhood to determine desirability and report back with next steps in process.**
- B. Request to allow parking at end of Dearborn Street, by Michael Stasiuk. **Sample motion: Move to allow parking on west side of Dearborn Street south of Dearborn Lane.**
- C. Request to renew Portwalk Place valet licenses. **Sample motion: Move to renew valet licenses for Marriott Residences and Hampton Inn.**

**VIII. OLD BUSINESS**

- A. Request for crosswalk on Grafton Drive at Sherburne Road. **Sample motion: Move to have City staff work with PDA to implement pedestrian crossing at intersection of Grafton Drive and Sherburne Road.**
- B. Request for crosswalk on Woodbury Ave at Edmond Ave. **Sample motion: Move to deny request for crosswalk on Woodbury Avenue at Edmond Avenue.**
- C. Request to move Zagster bike share station to on-street space near 77 State Street. **Sample motion: Move to deny request to move Zagster bike share station to on-street parking space near 77 State Street.**

**IX. PUBLIC COMMENT**

**X. INFORMATIONAL**

- A. Crosswalk requests on state roads, Lafayette at Robert Ave, and Ocean Road at Suzanne Drive.
- B. Quarterly bicycle and pedestrian accident report.

**XI. MISCELLANEOUS**

**XII. ADJOURNMENT**

<b>Percentage of Fiscal Year Complete</b> <b>16.67%</b>
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Totals Thru  
August 31, 2017

FY 18

	Total	Budgeted	% of Budget
Parking Meter Fees	640,710.92	2,955,000.00	21.7%
Meter Space Rental	11,675.00	80,000.00	14.6%
Meter In Vehicle	18,068.60	95,000.00	19.0%
Parking Garage Revenue	523,082.55	2,400,000.00	21.8%
Garage Passes	238,272.00	1,350,000.00	17.6%
Pass Reinstatement	570.00	2,500.00	22.8%
Vaughan St Parking Facility	2,500.00	-	
Parking Violations	145,557.00	715,000.00	20.4%
Immobilization Administration Fee	2,850.00	15,000.00	19.0%
Summons Admin Fee	0.00	3,000.00	0.0%
<b>Total FY 18 Parking</b>	<b>1,583,286.07</b>	<b>7,615,500.00</b>	<b>20.8%</b>

	<b>BUDGETED</b>	
	5,203,195	68% Transfer to Parking Fund
	2,412,305	32% Funds Remaining in Gen Fund

# City of Portsmouth-Parking Related Revenues

## **Parking Meter Fees**

City Ordinance Chapter 7 - There are single space and multi-space parking meters throughout the City charging either \$1.50 per hour or \$2.00 per hour in high occupancy spaces. Times and days of enforcement for the meters are as follows: Sunday noon-8pm and Monday through Saturday 9am to 8pm.

## **Meter Space Rental**

City Ordinance Chapter 7. The Department of Public Works may issue to a contractor or person actually engaged in construction and repair work, a temporary permit for exclusive use of a metered parking space for the parking of a vehicle or other equipment being used in construction or repair work (\$35 per day per space \$50 for High Occupancy space).

## **Meter in Vehicle**

City Ordinance Chapter 7. The In-Dash meter affords the parker the convenience of paying for parking while sitting in their vehicle. The parker needs to first purchase the meter and then contact the City's third party vendor via either the internet or telephone and purchase time in advance.

## **Parking Garage Revenue**

City Ordinance Chapter 7 - Revenue from non-monthly customers in the High-Hanover Parking Facility. Rates per hour are \$1.50, Max Rate \$30. Residents can park for free on Sundays.

## **Garage Passes**

City Ordinance Chapter 7 - Monthly pass holder payments in the High-Hanover Parking Facility. Residents pay \$150/month and all other pass holders \$165/month.

## **Pass Reinstatement**

City Ordinance Chapter 7 - An administration fee to reissue passes to leaseholders that have misplaced their original.

## **Vaughan St. Parking Facility**

Vaughan Street pays City of Portsmouth \$1250 monthly for 299 Vaughan

## **Parking Violations**

City Ordinance Chapter 7 - Payments received from violations of parking ordinances.

## **Immobilization Admin Fee**

City Ordinance Chapter 7 - Reimbursement received from City expenses incurred to boot a vehicle.

## **Summons Admin Fee**

City Ordinance Chapter 7 - Any person or entity for which the City serves a summons for any traffic or parking offense is also liable to the City for a summons administration fee.

VII.A. Request to eliminate access to Echo Avenue from Spaulding Turnpike, by Charles McMahon.

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**From:** Charles McMahon [<mailto:cmcmahon20@gmail.com>]

**Sent:** Friday, September 15, 2017 9:43 AM

**To:** Bradley M. Lown <[Lown@nhtrialattorneys.com](mailto:Lown@nhtrialattorneys.com)>

**Subject:** Echo Ave exit

Hey Brad - A neighbor of mine on Woodlawn Circle mentioned she had spoken to Eric Eby a while back about the ongoing traffic and safety issues with the Echo Ave exit. She mentioned that Eric said the State would be fine if we wanted to dead end Echo and end access from Route 16!

I'm curious what we would have to do before the city to get the ball rolling on this. I know you've only got a few more months left on the council and your leadership on the T&S committee will be sorely missed, so how would you recommend I proceed on getting this moving forward?

Thanks,  
Chuck

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Total Control Panel

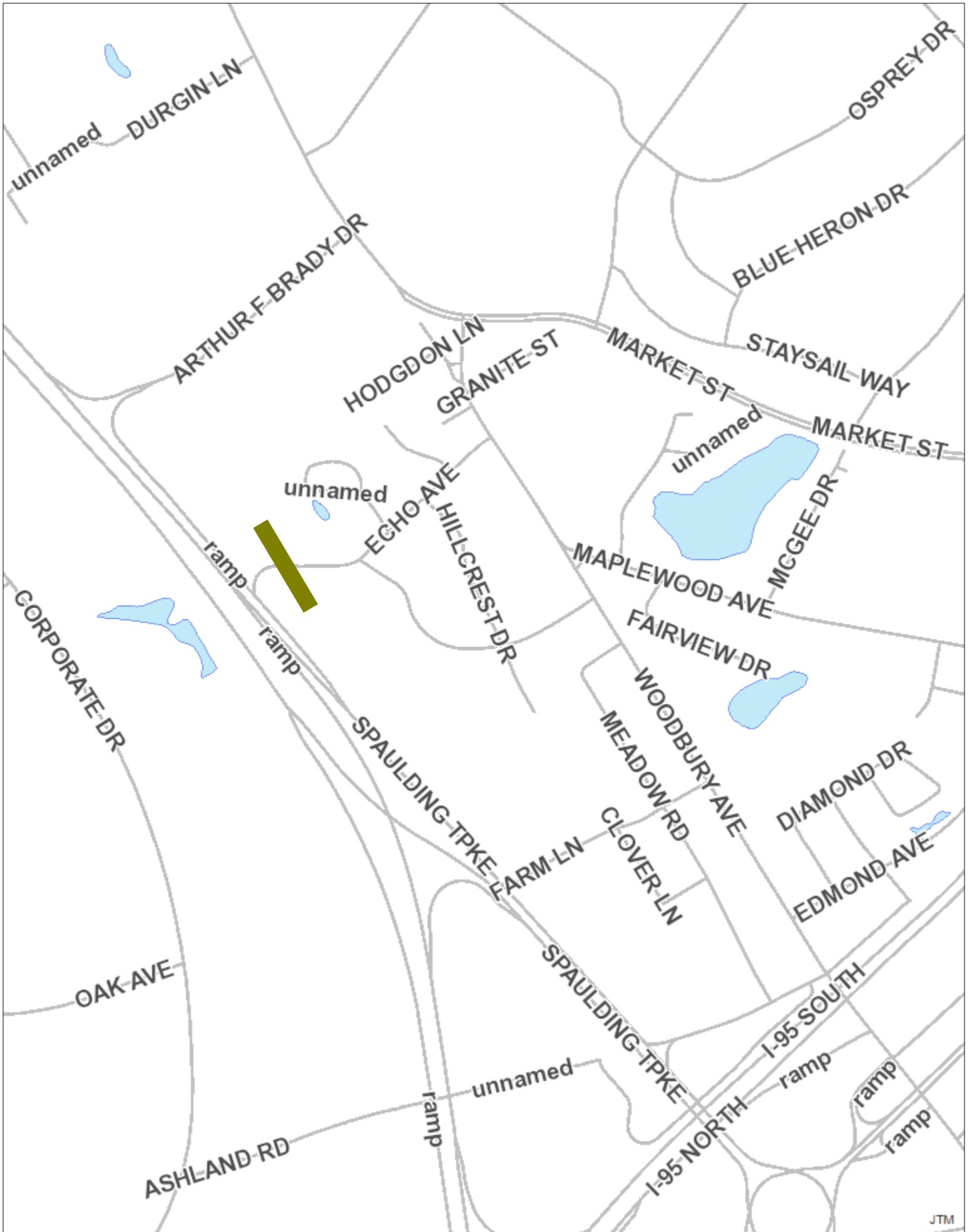
[Login](#)

To: [lown@nhtrialattorneys.com](mailto:lown@nhtrialattorneys.com) [Remove](#) this sender from my allow list

From: [cmcmahon20@gmail.com](mailto:cmcmahon20@gmail.com)

*You received this message because the sender is on your allow list.*

VII.A. Request to eliminate access to Echo Avenue from Spaulding Turnpike, by Charles McMahon.



VII.B. Request to allow parking at end of Dearborn Street, by Michael Stasiuk.

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Begin forwarded message:

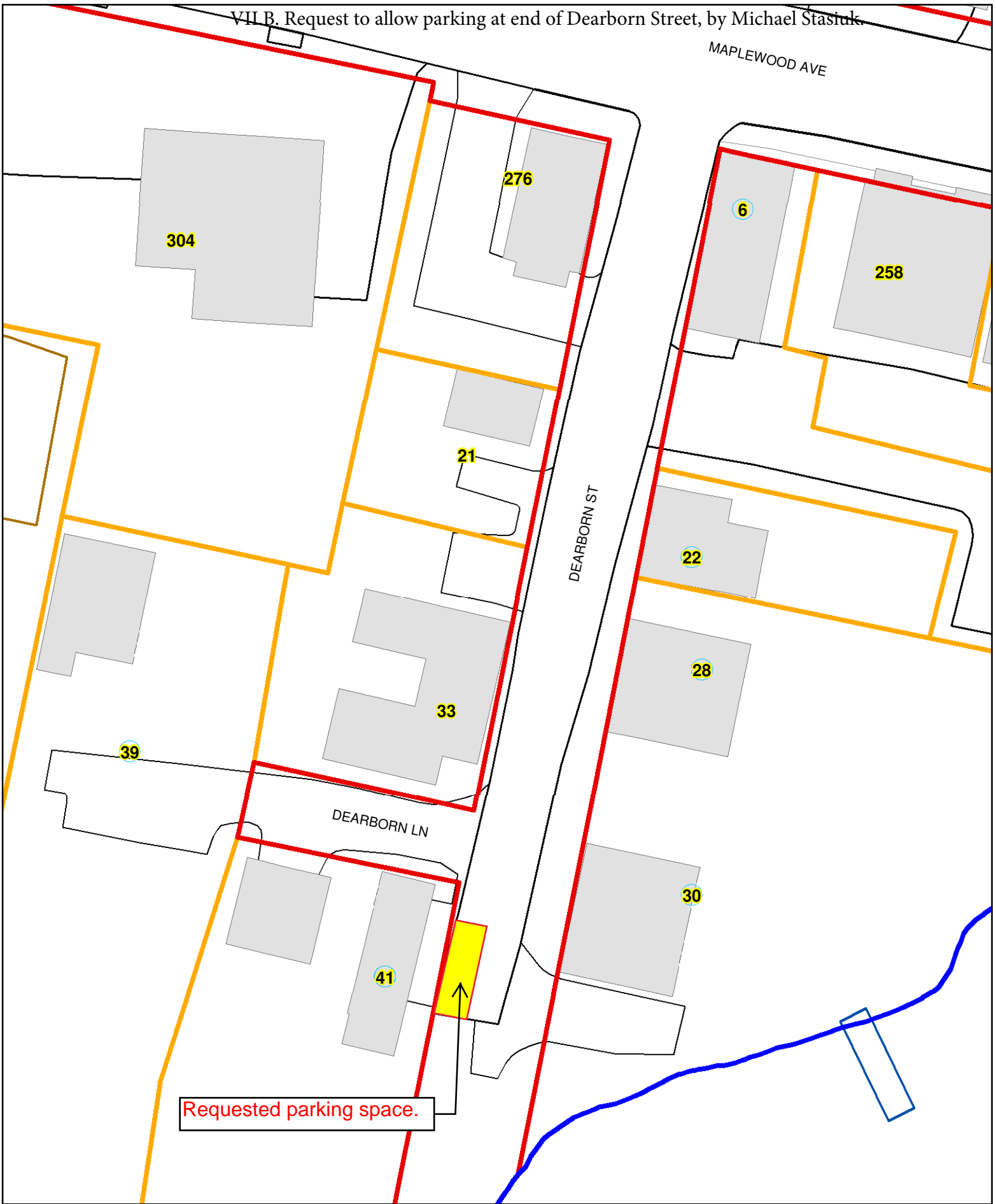
**From:** Michael Stasiuk <[m.stasiuk@comcast.net](mailto:m.stasiuk@comcast.net)>  
**Subject:** 41 Dearborn parking restriction appeal  
**Date:** September 13, 2017 at 5:39:02 PM EDT  
**To:** [eby@cityofportsmouth.com](mailto:eby@cityofportsmouth.com)

Eric,

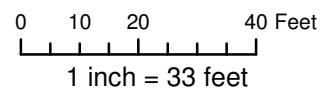
I am requesting to change the parking restriction on the right hand side of Dearborn Street from Dearborn Lane to the end of the street beside 41 Dearborn. This has been a parking space for the house for more than 50 years. There is some precedence for calling it a space because in around 1991 the city labeled it with a sign as a handicapped parking space for the owner Anna Main. It is next to the main entrance of the house and out of the way of traffic flow and the snow plow. Due to a water blow out pipe and a telephone pole it is quite protected and unplowable. The parking space is bisected by the property line making half of the space belonging already to the 41 property. Peaceful sharing of parking in a tight nonconforming street has always been an issue. I believe that this change would be positive towards peaceful sharing of the street. I am open to any suggestions about how to specifically make this effective. Thank you for your time and any help you might offer. If this could be on the agenda of the October 5th meeting I would be very appreciative.

Michael Stasiuk  
31 Dearborn Street  
landlord to 41 Dearborn Street

VII B. Request to allow parking at end of Dearborn Street, by Michael Stasiuk.



Requested parking space.





VII.B. Request to allow parking at end of Dearborn Street, by Michael Stasiuk.





VII.C. Request to renew Portwalk Place valet licenses (Marriott).

**Real Estate Consulting ■ Brokerage ■ Construction Management**

P.O. Box 673

Portsmouth, NH 03802-0673

Phone: (603) 431-3140 Fax: 431-3144

pgweeks@comcast.net

September 11, 2017

Brad Lown, Chairman  
PTS Committee  
City of Portsmouth  
Junkins Ave.  
Portsmouth, NH 03801

Renewal of 2 Valet Licenses – Portwalk Place

Dear Chairmen Lown

We are writing to request that the PTS renew the **two** valet agreements for Portwalk Place that were approved in October 2016. We would ask that it be put on the agenda for your October 5, 2017 PTS meeting.

We have attached the copy of the 2016 approved agreement and the attachments showing the locations of the spaces.

Thanks for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter G. Weeks'.

Peter G. Weeks

PGW Real Estate Consulting

**LICENSE AGREEMENT FOR  
ULTIMATE PARKING II, LLC D/B/A LAZ PARKING**


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 LAZ Parking Three Copley Place Suite 3202, Boston, MA 02116 (hereinafter Licensee) pursuant to the following terms and conditions:

1. **Area of License:** The City authorizes the Licensee to use the 3 designated spaces as depicted in the Exhibit 1 for Valet Parking services on Portwalk Place a private street (hereinafter "License Area"). The Licensed Area is the property of Parade Residence Hotel LLC ("the Owner ") and is associated with the Marriott Residence Inn and the Portsmouth Harbor Events & Conference Center.
2. **Use:** Licensee may make use of the Licensed Area for the purpose of providing valet parking services. Such Activities are subject to the following conditions:
  - The hours of operation for valet parking services are 24 hours per day, seven days per week.
  - Licensee may not store parked vehicles on metered spaces on Portwalk Place, in municipal Spaces (metered, garage, or otherwise) other than in municipal spaces that the City may designate and identify in writing, which shall be incorporated and made part of this Agreement. Licensee may not stack cars on Portwalk Place.
  - This 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.
  - This License is exclusive and is for the benefit of the Owner of the Licensed Area.
3. **Signage:**
  - For the parking spaces designated in the Licensed Area, the owner is responsible for installing poles with signs that relay the use as described in paragraph 2. The City will determine the placement of sign poles and will have final approval over the size and content of signs.
  - This License agreement also authorizes Licensee's use of one A-frame sign to identify those spaces identified by the city in this agreement. Licensee shall coordinate the precise location of this signage with representatives of the City to ensure the pedestrian access and safety is maintained. Licensee will remove the sign if the Valet Service is not in operation.
4. **Term:** This license shall commence upon execution of this Agreement and continue for one (1) year. The license may be renewed upon the approval of the City's Parking Traffic and Safety Committee and the City Council and payment of the annual fee.
5. **Payment Terms:** Licensee has tendered and the City has accepted \$1,500.00 as the annual permit fee for the Valet Parking Spaces in the Licensed Area.

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 commercial general liability insurance covering its operation under this License in an amount not less than \$1,000,000 per occurrence. In addition, Licensee Maintain direct primary garage keepers / Bailee insurance in an amount of not less then \$300,000 per occurrence. Such insurance shall name the City of Portsmouth as an Additional insured. 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 a neat and orderly fashion during Licensee's hours of use. The Licensee shall take such measures as may be necessary to maintain pedestrian and vehicle safety during the use of the Licensed Area 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 Owners 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 or the owner may terminate this agreement or any provision contained in this agreement on 72 hours written notice if the public interest or the Owner's private interest requires such termination, in which case the City shall return all fees paid by Licensee on a pro-rata basis. This agreement may be revoked or suspended immediately without notice by the City or the Owner for cause, e.g. violation of the terms of this License in which case, all fees paid by the Licensee shall remain the property of the City.


**CITY OF PORTSMOUTH**

Dated: 11-2-16

By:   
 John P. Bohenko City Manager  
 Pursuant to a vote of the City Council dated  
10/17, 2016.

**ULTIMATE PARKING II, LLC DBA  
 LAZ Parking**

Dated: 10/26/16

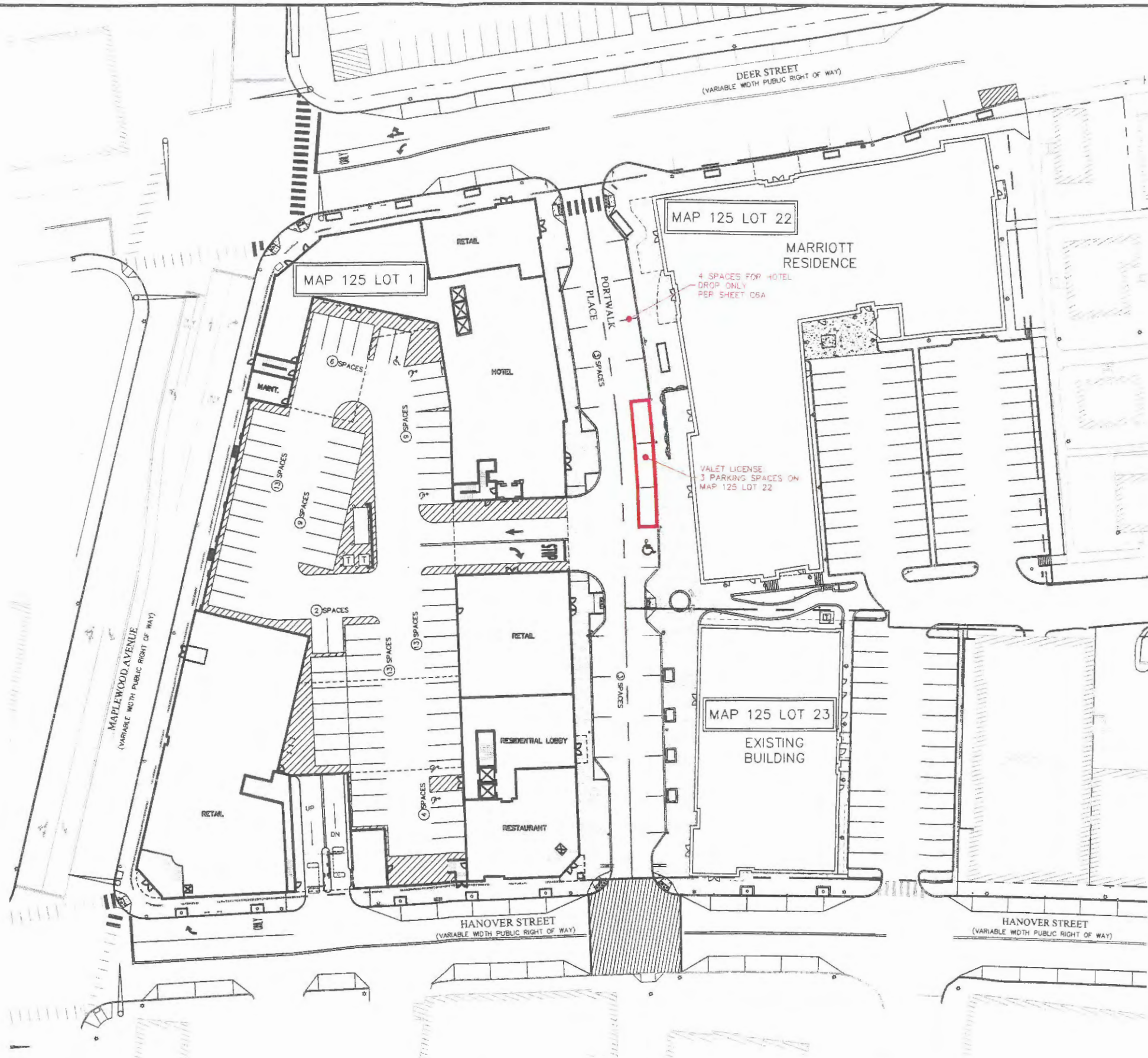
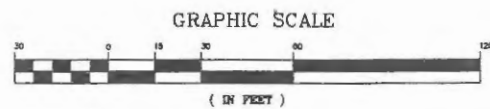
By:   
 Print Name: Brian Harvey  
 Its Duly Authorized: Regional Vice President

**PREVIOUS APPROVALS**

1. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE REVIEW APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: JULY 31, 2007
2. CITY OF PORTSMOUTH PLANNING BOARD FOR "FINAL SUBDIVISION APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: AUGUST 29, 2008
3. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE REVIEW APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET PROPOSED LOT #1" DATED: SEPTEMBER 22, 2008
4. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE REVIEW APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET PROPOSED LOT #2" DATED: SEPTEMBER 22, 2008
5. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE REVIEW APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET (LOT #3)" DATED: MARCH 22, 2010
6. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN PROPERTY LOCATED AT 100 DEER STREET (PORTWALK, LOT 1)" DATED: APRIL 30, 2010
7. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN PROPERTY LOCATED AT 195 HANOVER STREET (PORTWALK, LOT 2)" DATED: APRIL 30, 2010
8. CITY OF PORTSMOUTH PLANNING BOARD FOR "AMENDED SITE PLAN APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET (LOT 2)" DATED: MAY 24, 2010
9. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN PROPERTY LOCATED AT 99 HANOVER STREET - ASSESSORS MAP 125, LOT 23 (FORMERLY 195 HANOVER STREET - PORTWALK, LOT 2" DATED: NOVEMBER 16, 2010
10. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN PROPERTY LOCATED AT 99 HANOVER STREET - ASSESSORS MAP 125, LOT 23 (FORMERLY 195 HANOVER STREET - PORTWALK, LOT 2" DATED: MARCH 16, 2011
11. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN - REVISED PROPERTY LOCATED AT 99 HANOVER STREET - ASSESSORS MAP 125, LOT 23 (FORMERLY 195 HANOVER STREET - PORTWALK, LOT 2" DATED: MARCH 30, 2011
12. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE PLAN APPLICATION FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: JANUARY 24, 2012
13. CITY OF PORTSMOUTH PLANNING BOARD FOR "AMENDED SITE PLAN APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: JULY 24, 2012
14. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE PLAN APPLICATION FOR PROPERTY LOCATED AT 195 HANOVER STREET (PORTWALK 3)" DATED: SEPTEMBER 26, 2012

**LICENSE LEGEND**

VALET LICENSE:  
3 PARKING SPACES  
MAP 125 LOT 22



**MAP 125 LOT 22 - VALET PARKING LICENSE EXHIBIT**

No.	Description	Date

DATE:	SEPTEMBER 6, 2013
SCALE:	AS SHOWN
DESIGNED BY:	PMC
DRAWN BY:	CML
APPROVED BY:	GMH
PROJECT NO.:	2228C
FILE NO.:	12527L-1017-1-1-1-1-1-1-1-1-1-1

**PARKING SPACE LICENSE AND SIDEWALK LICENSE EXHIBIT**  
 Portwalk Lot 3  
 Map 125 Lot 1  
 195 Hanover Street  
 Portsmouth, New Hampshire

**Tighe & Bond**  
 Consulting Engineers  
 Environmental Specialists  
 177 CORPORATE DRIVE  
 PORTSMOUTH, NEW HAMPSHIRE 03801  
 (603) 433-8818

Aug 17, 2016 2:40pm Plotted By: nahanan  
 Tighe & Bond, Inc. \\vrv\projects\12527L-1017-1-1-1-1-1-1-1-1-1-1\_Parkwalk\DWG\DESIGN\12527L-1017-1-1-1-1-1-1-1-1-1-1\_PARKING\_LICENSE.DWG



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/22/2016

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).


PRODUCER Amity Insurance Agency, Inc. 500 Victory Rd. Marina Bay North Quincy MA 02171	CONTACT NAME: Frank Griffin
	PHONE (A/C No. Ext): (617) 471-1220 FAX (A/C No): (617) 479-5147 E-MAIL ADDRESS: fgriffin@amityins.com
INSURED Ultimate Parking II, LLC Three Copley Place Second Floor, Suite 3202 Boston MA 02116	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lexington Insurance Company
	INSURER B: Liberty Mutual Fire Insurance
	INSURER C: Federal Insurance Company
	INSURER D: Liberty Insurance Corporation
	INSURER E: American Guarantee & Liability
	INSURER F: The Ohio Casualty Company

COVERAGES CERTIFICATE NUMBER: 16-17 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	ADD'L SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY		013135971	7/31/2016	7/31/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ EXCLUDED	
						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
B	AUTOMOBILE LIABILITY		AS2611260451016	7/31/2016	7/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
							\$	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	SEE ATTACHED LIST OF EXCESS POLICIES	7/31/2016	7/31/2017	EACH OCCURRENCE	\$ 100,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 100,000,000	
							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WA761D260451026	7/31/2016	7/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N					E L EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E L DISEASE - EA EMPLOYEE	\$ 1,000,000
							E L DISEASE - POLICY LIMIT	\$ 1,000,000
A	GARAGEKEEPERS LIABILITY		013135971	7/31/2016	7/31/2017	\$1,000,000 LIMIT		
C	CRIME/EMPLOYEE DISHONESTY		82224802	7/31/2016	7/31/2017	\$1,000,000 LIMIT		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
If agreed upon in a written contract or agreement, City of Portsmouth is included as an additional insured for general liability per CGL Form #LX9466, but only with respect to the operations of the named insured. See attached schedule of locations.  
Re: Portwalk Place Valet License Agreements

<b>CERTIFICATE HOLDER</b>  City of Portsmouth City Hall 1 Junkins Avenue 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  Frank Griffin/FG 

## COMMENTS/REMARKS

SCHEDULE:

Hampton Inn and Suites  
Portwalk HI, LLC  
23 Portwalk Place  
Portsmouth, NH 03801

Marriott Residence Inn and Suites  
Parade Residence Hotel, LLC  
100 Deer Street  
Portsmouth, NH 03801

## COMMENTS/REMARKS

C) UMBRELLA LIABILITY:  
CARRIER: FEDERAL INSURANCE COMPANY  
POLICY NO.: 79863543  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$50,000,000

E) EXCESS LIABILITY:  
CARRIER: AMERICAN GUARANTEE AND LIABILITY INSURANCE  
POLICY NO.: AEC011173102  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$25,000,000 EXCESS OF \$50,000,000

F) EXCESS LIABILITY:  
CARRIER: THE OHIO CASUALTY COMPANY  
POLICY NO.: ECO1757418875  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$25,000,000 EXCESS OF \$75,000,000





# CERTIFICATE OF LIABILITY INSURANCE

*KRE line*

DATE (MM/DD/YYYY)  
7/22/2016

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PRODUCER Amity Insurance Agency, Inc. 500 Victory Rd. Marina Bay North Quincy MA 02171	CONTACT NAME: Frank Griffin	
	PHONE (A/C No. Ext): (617) 471-1220	FAX (A/C No.): (617) 479-5147
	E-MAIL ADDRESS: fgriffin@amityins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Company	
INSURED Laz Parking Limited, LLC Three Copley Place Second Floor, Suite 3202 Boston MA 02116	INSURER B: Liberty Mutual Fire Insurance	
	INSURER C: Federal Insurance Company	
	INSURER D: Liberty Insurance Corporation	
	INSURER E: American Guarantee & Liability	
	INSURER F: The Ohio Casualty Company	

COVERAGES CERTIFICATE NUMBER: 16-17 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			013135971	7/31/2016	7/31/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ EXCLUDED
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			AS2611260451016	7/31/2016	7/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
D	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	SEE ATTACHED LIST OF EXCESS POLICIES	7/31/2016	7/31/2017	EACH OCCURRENCE \$ 100,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 100,000,000
		DED	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA761D260451026	7/31/2016	7/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	GARAGEKEEPERS LIABILITY			013135971	7/31/2016	7/31/2017	\$1,000,000 LIMIT
C	CRIME/EMPLOYEE DISHONESTY			82224802	7/31/2016	7/31/2017	\$1,000,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
If agreed upon in a written contract or agreement, City of Portsmouth, its officers, city council members and employees are included as an additional insured for general liability per CGL Form #LX9466, but only with respect to the operations of the named insured.  
Re: Sidewalk Obstruction License

<b>CERTIFICATE HOLDER</b>  City of Portsmouth City Hall 1 Junkins Avenue 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  Frank Griffin/FG 

## COMMENTS/REMARKS

C) UMBRELLA LIABILITY:

CARRIER: FEDERAL INSURANCE COMPANY  
POLICY NO.: 79863543  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$50,000,000

E) EXCESS LIABILITY:

CARRIER: AMERICAN GUARANTEE AND LIABILITY INSURANCE  
POLICY NO.: AEC01173102  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$25,000,000 EXCESS OF \$50,000,000

F) EXCESS LIABILITY:

CARRIER: THE OHIO CASUALTY COMPANY  
POLICY NO.: ECOL757418875  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$25,000,000 EXCESS OF \$75,000,000



VII.C. Request to renew Portwalk Place  
valet licenses (Hampton Inn).

**Real Estate Consulting ■ Brokerage ■ Construction Management**

P.O. Box 673

Portsmouth, NH 03802-0673

Phone: (603) 431-3140 Fax: 431-3144

pgweeks@comcast.net

September 11, 2017

Brad Lown, Chairman  
PTS Committee  
City of Portsmouth  
Junkins Ave.  
Portsmouth, NH 03801

Renewal of 2 Valet Licenses – Portwalk Place

Dear Chairmen Lown

We are writing to request that the PTS renew the **two** valet agreements for Portwalk Place that were approved in October 2016. We would ask that it be put on the agenda for your October 5, 2017 PTS meeting.

We have attached the copy of the 2016 approved agreement and the attachments showing the locations of the spaces.

Thanks for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter G. Weeks', written over a horizontal line.

Peter G. Weeks

PGW Real Estate Consulting

**LICENSE AGREEMENT FOR  
ULTIMATE PARKING II, LLC D/B/A LAZ PARKING**

VII.C. Request to renew  
Portwalk Place valet  
licenses (Hampton Inn).

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 LAZ Parking Three Copley Place Suite 3202, Boston, MA 02116 (hereinafter Licensee) pursuant to the following terms and conditions:

1. **Area of License:** The City authorizes the Licensee to use the 3 designated spaces as depicted in the Exhibit 2 for Valet Parking services on Portwalk Place a private street (hereinafter "License Area") The Licensed Area is the property of Portwalk HI LLC ("the Owner ") and is associated with the Hampton Inn & Suites.
2. **Use:** Licensee may make use of the Licensed Area for the purpose of providing valet parking services. Such Activities are subject to the following conditions:
  - The hours of operation for valet parking services are 24 hours per day, seven days per week.
  - Licensee may not store parked vehicles on metered spaces on Portwalk Place, in municipal Spaces (metered, garage, or otherwise) other than in in municipal spaces that the City may designate and identify in writing, which shall be incorporated and made part of this Agreement. Licensee may not stack cars on Portwalk Place.
  - This 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.
  - This License is exclusive and is for the benefit of the Owner of the Licensed Area.
3. **Signage:**
  - For the parking spaces designated in the Licensed Area, the owner is responsible for installing poles with signs that relay the use as described in paragraph 2. The City will determine the placement of sign poles and will have final approval over the size and content of signs.
  - This License agreement also authorizes Licensee's use of one A-frame sign to identify those spaces identified by the city in this agreement. Licensee shall coordinate the precise location of this signage with representatives of the City to ensure the pedestrian access and safety is maintained. Licensee will remove the sign if the Valet Service is not in operation.
4. **Term:** This license shall commence upon execution of this Agreement and continue for one (1) year. The license may be renewed upon the approval of the City's Parking Traffic and Safety Committee and the City Council and payment of the annual fee.
5. **Payment Terms:** Licensee has tendered and the City has accepted \$1,500.00 as the annual permit fee for the Valet Parking Spaces in the Licensed Area.

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 commercial general liability insurance covering its operation under this License in an amount not less than \$1,000,000 per occurrence. In addition, Licensee Maintain direct primary garage keepers / Bailee insurance in an amount of not less then \$300,000 per occurrence. Such insurance shall name the City of Portsmouth as an Additional Insured. 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 a neat and orderly fashion during Licensee's hours of use. The Licensee shall take such measures as may be necessary to maintain pedestrian and vehicle safety during the use of the Licensed Area 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 Owners 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 or the owner may terminate this agreement or any provision contained in this agreement on 72 hours written notice if the public interest or the Owner's private interest requires such termination, in which case the City shall return all fees paid by Licensee on a pro-rata basis. This agreement may be revoked or suspended immediately without notice by the City or the Owner for cause, e.g. violation of the terms of this License in which case, all fees paid by the Licensee shall remain the property of the City

Dated: 11-2-16

**CITY OF PORTSMOUTH**  
 By: [Signature]  
 John P. Bohenko City Manager  
 Pursuant to a vote of the City Council dated  
10/17, 2016

**ULTIMATE PARKING II LLC DBA  
 LAZ Parking**

Dated: 10-26-16

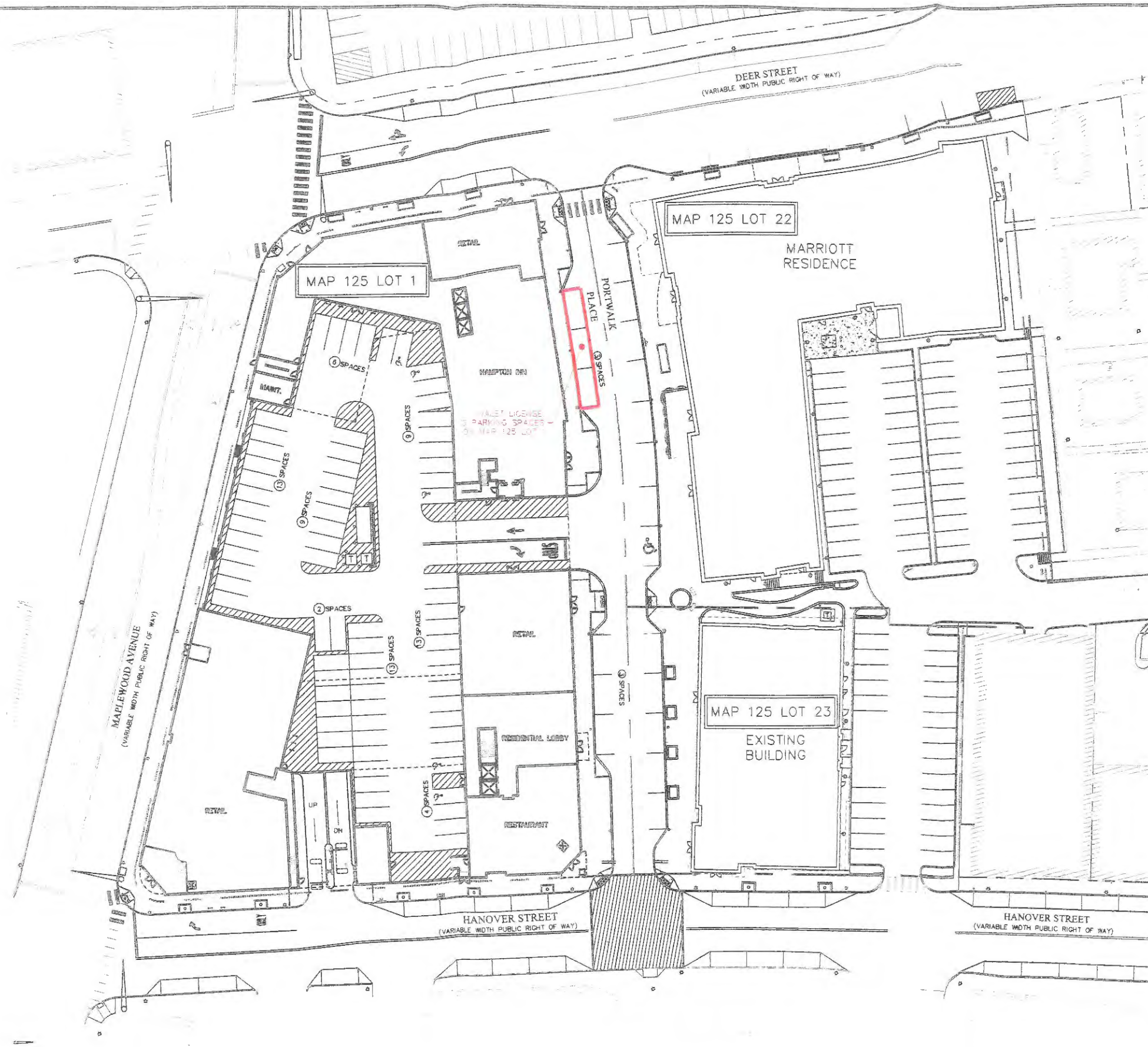
By: [Signature]  
 Print Name: Brian Haley  
 Its Duly Authorized: Regional Vice President

**PREVIOUS APPROVALS**

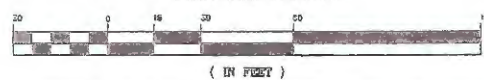
1. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE REVIEW APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: JULY 31, 2007
2. CITY OF PORTSMOUTH PLANNING BOARD FOR "FINAL SUBDIVISION APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: AUGUST 29, 2008
3. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE REVIEW APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET PROPOSED LOT #1" DATED: SEPTEMBER 22, 2008
4. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE REVIEW APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET PROPOSED LOT #2" DATED: SEPTEMBER 22, 2008
5. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE REVIEW APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET (LOT #3)" DATED: MARCH 22, 2010
6. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN PROPERTY LOCATED AT 100 DEER STREET (PORTWALK, LOT 1)" DATED: APRIL 30, 2010
7. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN PROPERTY LOCATED AT 195 HANOVER STREET (PORTWALK, LOT 2)" DATED: APRIL 30, 2010
8. CITY OF PORTSMOUTH PLANNING BOARD FOR "AMENDED SITE PLAN APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET (LOT 2)" DATED: MAY 24, 2010
9. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN PROPERTY LOCATED AT 99 HANOVER STREET - ASSESSORS MAP 125, LOT 23 (FORMERLY 195 HANOVER STREET - PORTWALK, LOT 2)" DATED: NOVEMBER 16, 2010
10. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN PROPERTY LOCATED AT 99 HANOVER STREET - ASSESSORS MAP 125, LOT 23 (FORMERLY 195 HANOVER STREET - PORTWALK, LOT 2)" DATED: MARCH 18, 2011
11. CITY OF PORTSMOUTH PLANNING BOARD FOR "ADMINISTRATIVE APPROVAL FOR AMENDMENT TO APPROVED SITE PLAN - REVISED PROPERTY LOCATED AT 99 HANOVER STREET - ASSESSORS MAP 125, LOT 23 (FORMERLY 195 HANOVER STREET - PORTWALK, LOT 2)" DATED: MARCH 30, 2011
12. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE PLAN APPLICATION FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: JANUARY 24, 2012
13. CITY OF PORTSMOUTH PLANNING BOARD FOR "AMENDED SITE PLAN APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: JULY 24, 2012
14. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE PLAN APPLICATION FOR PROPERTY LOCATED AT 195 HANOVER STREET (PORTWALK 3)" DATED: SEPTEMBER 26, 2012

**LICENSE LEGEND**

VALET LICENSE:  
3 PARKING SPACES  
ON MAP 125 LOT 1



GRAPHIC SCALE



MAP 125 LOT 1 - VALET PARKING LICENSE EXHIBIT

DATE: SEPTEMBER 6, 2013	SCALE: AS SHOWN	DESIGNED BY: PMC	DRAWN BY: CML	APPROVED BY: GMM
<b>PARKING SPACE LICENSE AND SIDEWALK LICENSE EXHIBIT</b> Portwalk Lot 3 Map 125 Lot 1 195 Hanover Street Portsmouth, New Hampshire				
<b>Tighe &amp; Bond</b> Consulting Engineers 177 CORPORATE DRIVE PORTSMOUTH, NEW HAMPSHIRE 03801 (603) 433-8818				
				EX-2

Aug 17, 2016 2:42pm Plotted By: nahanen  
 Tighe & Bond, Inc. \\server\projects\08772\_Catmaras Private Investments\08772\_Site\001\_Parking Lease.dwg



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2016

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).

PRODUCER Amity Insurance Agency, Inc. 500 Victory Rd. Marina Bay North Quincy MA 02171	CONTACT NAME: Frank Griffin
	PHONE (A/C No. Ext): (617) 471-1220 FAX (A/C No.): (617) 479-5147 E-MAIL ADDRESS: fgriffin@amityins.com
INSURED Ultimate Parking II, LLC Three Copley Place Second Floor, Suite 3202 Boston MA 02116	INSURER A: Lexington Insurance Company
	INSURER B: Liberty Mutual Fire Insurance
	INSURER C: Federal Insurance Company
	INSURER D: Liberty Insurance Corporation
	INSURER E: American Guarantee & Liability
	INSURER F: The Ohio Casualty Company

COVERAGES CERTIFICATE NUMBER: 16-17 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		013135971	7/31/2016	7/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AS2611260451016	7/31/2016	7/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	SEE ATTACHED LIST OF EXCESS POLICIES	7/31/2016	7/31/2017	EACH OCCURRENCE \$ 100,000,000 AGGREGATE \$ 100,000,000
D	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 <input checked="" type="checkbox"/> N	WA761D260451026	7/31/2016	7/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
	A GARAGEKEEPERS LIABILITY C CRIME/EMPLOYEE DISHONESTY		013135971 82224802	7/31/2016 7/31/2016	7/31/2017 7/31/2017	\$1,000,000 LIMIT \$1,000,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
If agreed upon in a written contract or agreement, City of Portsmouth is included as an additional insured for general liability per CGL Form #LX9456, but only with respect to the operations of the named insured. See attached schedule of locations.  
Re: Portwalk Place Valet License Agreements

## CERTIFICATE HOLDER

## CANCELLATION

City of Portsmouth  
City Hall  
1 Junkins Avenue  
Portsmouth, NH 03801

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

Frank Griffin/FG

## COMMENTS/REMARKS

### SCHEDULE:

Hampton Inn and Suites  
Portwalk HI, LLC  
23 Portwalk Place  
Portsmouth, NH 03801

Marriott Residence Inn and Suites  
Parade Residence Hotel, LLC  
100 Deer Street  
Portsmouth, NH 03801



## COMMENTS/REMARKS

C) UMBRELLA LIABILITY:  
CARRIER: FEDERAL INSURANCE COMPANY  
POLICY NO.: 79863543  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$50,000,000

E) EXCESS LIABILITY:  
CARRIER: AMERICAN GUARANTEE AND LIABILITY INSURANCE  
POLICY NO.: AEC011173102  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$25,000,000 EXCESS OF \$50,000,000

F) EXCESS LIABILITY:  
CARRIER: THE OHIO CASUALTY COMPANY  
POLICY NO.: ECO1757418875  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$25,000,000 EXCESS OF \$75,000,000



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DATE (MM/DD/YYYY)  
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INSURED Laz Parking Limited, LLC Three Copley Place Second Floor, Suite 3202 Boston MA 02116	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Company	
	INSURER B: Liberty Mutual Fire Insurance	
	INSURER C: Federal Insurance Company	
	INSURER D: Liberty Insurance Corporation	
	INSURER E: American Guarantee & Liability	
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	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
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							\$
X	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	SEE ATTACHED LIST OF EXCESS POLICIES	7/31/2016	7/31/2017	EACH OCCURRENCE \$ 100,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 100,000,000
							\$
	DED		RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA761D260451026	7/31/2016	7/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	GARAGEKEEPERS LIABILITY			013135971	7/31/2016	7/31/2017	\$1,000,000 LIMIT
C	CRIME/EMPLOYEE DISHONESTY			82224802	7/31/2016	7/31/2017	\$1,000,000 LIMIT

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Re: Sidewalk Obstruction License

CERTIFICATE HOLDER CANCELLATION

City of Portsmouth City Hall 1 Junkins Avenue Portsmouth, NH 03801	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  Frank Griffin/FG

## COMMENTS/REMARKS

C) UMBRELLA LIABILITY:

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POLICY NO.: 79863543  
TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$50,000,000

E) EXCESS LIABILITY:

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TERM: 7-31-2016 to 7-31-2017  
LIMITS: \$25,000,000 EXCESS OF \$75,000,000

# City of Portsmouth

*Department of Public Works*



## MEMORANDUM

---

TO: Nancy Colbert Puff, Acting City Manager

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

DATE: September 26, 2017

SUBJECT: Report Back, Crosswalk Request, Grafton Drive at Sherburne Road

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A resident of the Pannaway Manor neighborhood requested a crosswalk across Grafton Drive at its intersection with Sherburne Road. The intent is to make it safer and easier for pedestrians and bicyclists from the Pannaway Manor neighborhood to access the multi-use path running along the other side of Grafton Drive. The City's 2014 Bicycle and Pedestrian Plan recommended an actuated signal and ADA-compliant crosswalk at this location as a high priority infrastructure improvement. The Plan rated this location as a serious safety issue, a critical connection in the regional bicycle and pedestrian network, a benefit for vulnerable or choice-limited users, but with organizational and technical barriers to feasibility.

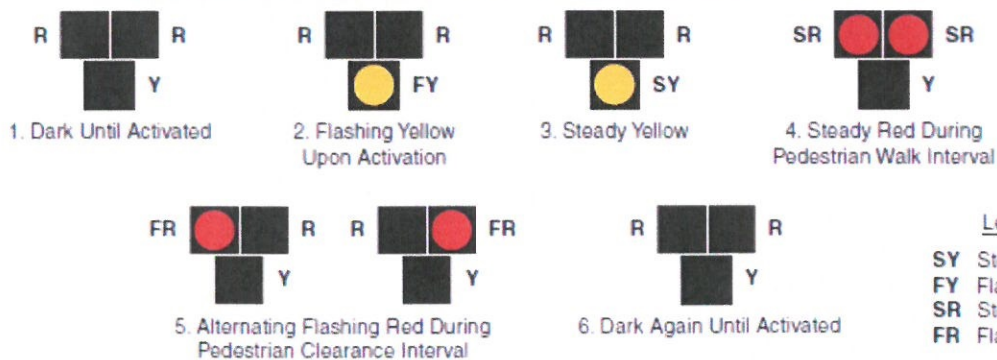
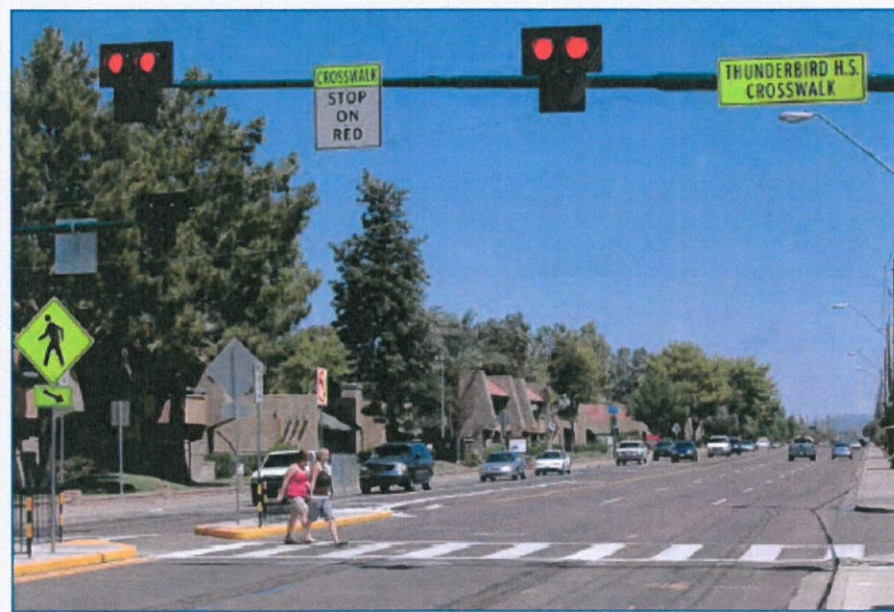
To evaluate the location and to verify the type of crossing treatment needed to safely cross Grafton Drive, City staff placed a traffic video recorder and a stealth speed recorder at the intersection and collected data over several days. The weather during the period was warm and partly cloudy, with no rain; very good walking weather. Sight lines were also measured and determined to meet the minimum requirements for the observed speeds.

The traffic count data revealed that the average weekday peak hour traffic on Grafton Drive is 1,300 vehicles per hour. On a weekend, the volumes are significantly lower, with 400 vehicles per hour during the peak hours. Average vehicle speeds were recorded at 39 miles per hour, with a posted speed limit of 35 mph. The video data revealed that over the course of a weekday, an average of 20 pedestrians crossed Grafton Drive at this location. The peak hour of pedestrian crossings was Noon to 1:00 PM, with a total of 7 people.

Crosswalks are typically only recommended when at least 20 pedestrians are crossing during the peak hour. However, while the volume of pedestrians at this location is much lower than the minimum recommended volume, the high traffic volumes at this location could be a deterrent to pedestrians trying to cross the roadway. A petition with over 40 signatures was submitted to the Parking and Traffic Safety Committee, in support of a crosswalk and adequate signage at this

location. Based on the recommendation of the City's 2014 Bicycle and Pedestrian Plan, and assuming that more than 20 pedestrians would cross at this location if an appropriately designed crosswalk was provided, an evaluation of the proper crossing treatment was conducted by City staff. Based on the volume of traffic, the width of the road, and the speed of the vehicles, a signalized crossing that would provide a red light to traffic is the appropriate treatment at this location.

A full traffic signal at this location would not be warranted unless 100 pedestrians per hour are expected. However, this could be a good location for a Pedestrian Hybrid Beacon (PHB). The PHB, otherwise known as the High Intensity Activated Crosswalk (HAWK) signal, is a special type of beacon to warn and control vehicles to allow pedestrians to safely cross a road or highway at a marked crossing location. Developed by the City of Tucson, Arizona in the 1990s, the PHB is comprised of three signal sections, overhead pedestrian crosswalk signs, pedestrian detectors, and countdown pedestrian signal heads. A PHB is distinct from pre-timed traffic signals and constant flash warning beacons because it is only activated by pedestrians when needed. The cost of a PHB is less than a full traffic signal, in the range of \$75,000. A picture of one is shown below:



The City of Portsmouth and the Pease Development Authority have a Maintenance Agreement in place. The City is responsible for maintaining the roadways, including pavement, pavement markings and signs. The PDA is responsible for infrastructure costs, including traffic signals. The

PHB would fall into the category of infrastructure and therefore would be the responsibility of PDA to implement. After installation, the City would be responsible for maintenance of the signal. City staff recommends that the City work with the PDA to move forward with the design, funding and implementation of the PHB.

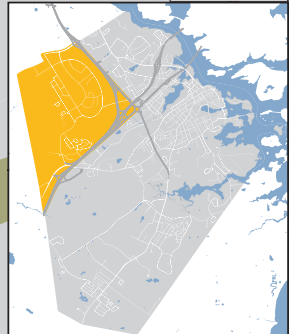
VIII.A. Request for crosswalk on Grafton Drive at Sherburne Road.

3A: Pease



Recommended signal.

Location Key



City of Portsmouth  
**Bicycle and Pedestrian Plan**  
**Pedestrian Network Plan**  
 August 2014

**EXISTING FACILITIES**

- Side-Path, 1-Side
- Shared-Use Path
- Sidewalk

Project Key

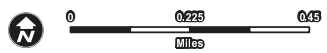
**PROPOSED PEDESTRIAN IMPROVEMENTS**

- Shared-Use Path
- Sidepath
- Add Sidewalk 2-Sides
- Add Sidewalk 1-Side
- Reconstruct Sidewalk
- Widen Sidewalk
- Shared Street
- Pedestrian Street

**SPOT IMPROVEMENTS**

- Gate Access
- Raised Intersection
- Pedestrian Refuge
- Pedestrian-Scale Lighting

- Actuated Signal
- ADA-Compliant Crosswalk
- Curb Extensions
- Intersection Geometry
- Trailhead



# City of Portsmouth

*Department of Public Works*



## MEMORANDUM

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TO: Nancy Colbert Puff, Acting City Manager

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

DATE: September 27, 2017

SUBJECT: Report Back, Crosswalk Request, Woodbury Avenue at Edmond Avenue

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A resident of Woodbury Avenue requested a crosswalk across Woodbury Avenue at its intersection with Edmond Avenue. City staff placed a traffic video recorder at the intersection and collected data over a 4 day period from August 31 to September 5. The data collection period included days when school was in session as well as days when school was out. The weather during the period was warm and partly cloudy, with no rain; very good walking weather.

The video data revealed a total of 26 pedestrians crossed Woodbury Avenue at this location over the four day period. Eighteen of those crossings occurred on one day. The peak hour of pedestrian crossings was 7:00 to 8:00 AM on Tuesday morning, with a total of 7 people. The next highest hour occurred between 3:00 and 4:00 PM on Tuesday afternoon with a total of 5 pedestrians. A review of the video showed that these were students and parents crossing the street to and from the school bus stop located on the inbound side of Woodbury Avenue. In the afternoon, when students get off the bus, the bus stops traffic in both directions to allow the students to cross Woodbury Avenue. On Friday when school was not in session, only four pedestrians crossed the road over the entire day, and only two pedestrians crossed on Saturday.

Crosswalks are typically only recommended when at least 20 pedestrians are crossing during the peak hour. At this location, a peak volume of only 7 pedestrians were observed, and they had the benefit of a school bus stopping traffic for them to cross. A crosswalk would also require the construction of wheelchair ramps at each end, and there is currently no sidewalk along one side of Woodbury Avenue north of the intersection. The City's Bicycle and Pedestrian Plan does not call for a crosswalk at this location; the recommendation of the Plan is for a sidewalk only along the north side of the road, with a crossing at the Rockingham Avenue intersection. For these reasons, City staff does not recommend the installation of a crosswalk at this location. Crosswalks should not be installed indiscriminately, as they lose their effectiveness as a traffic control and safety device when drivers rarely see them being used.



# City of Portsmouth

*Department of Public Works*



## MEMORANDUM

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TO: Nancy Colbert Puff, Acting City Manager

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

DATE: September 27, 2017

SUBJECT: Report Back, Request to Relocate Zagster Bike Station near 77 State Street

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Residents of the new condominiums at 77 State Street have concerns regarding sight lines when exiting their driveway on State Street. Vehicles parked in the metered spaces to the right of the driveway limit sight lines of oncoming vehicles. To remedy this situation, the residents requested that the City consider relocating the Zagster bike share station located in the Memorial Bridge parking lot, to one of the on-street parking spaces on State Street.

With the documented high demand for on-street parking in the downtown area, City staff were careful in selecting the Zagster bike share stations to ensure that they were not eliminating any on-street parking spaces. The on-street parking spaces in this area of State Street are typically at 85 percent capacity, indicating high demand for their use. The Zagster bike share station at the Memorial Bridge parking lot has proven to be the single most popular and most frequently used of the six bike share stations. Its location in the Memorial Bridge parking lot provides a safe and easy location to get or return a bike, without interfering with or conflicting with vehicular traffic on State Street or in the parking lot itself.

The limited sight lines for vehicles exiting the garage at 77 State Street is similar to the situation at many driveways and side streets in the downtown area that have adjacent on-street parking spaces. This is not a unique situation that presents any greater safety concerns than other locations in the downtown. It is City staff's recommendation that the Zagster bike station remain in its current location.

X.A. Crosswalk requests on state roads, Lafayette at Robert Ave, and Ocean Road at Suzanne Drive.

# City of Portsmouth

*Department of Public Works*



## MEMORANDUM

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TO: Nancy Colbert Puff, Acting City Manager

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

DATE: September 26, 2017

SUBJECT: Crosswalk Request on State Roadways

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City Councilors have recently received requests for crosswalks across state roadways in Portsmouth, namely Lafayette Road at Robert Avenue, and Ocean Road at Suzanne Drive. Because these requests are for state roadways, the City does not have jurisdiction and cannot approve or deny the request. City staff contacted the New Hampshire Department of Transportation (NHDOT) and received the following information on the proper process to follow when requesting a crosswalk across a state roadway.

According to the NHDOT Bureau of Traffic (BOT), the process for making a request and installing an individual midblock crosswalk in NHDOT ROW would be to send a request on the City's letterhead to Bill Lambert stating the location where a crosswalk is being requested, and the circumstances that generate pedestrian crossings and need for a crosswalk in the particular location. NHDOT will evaluate the request internally, and issue a determination back to the City. If the location would be approved, the engineering requirements will be detailed in the response letter along with details, specification templates, and maintenance agreement templates for the City Engineer or Consultant's use. When the design is complete, it will need to be submitted for NHDOT review and approval (BOT would send a copy of the plans to District for review and comment), and an excavation permit from District will be required for work within the ROW.

City staff has started the process for these two locations by collecting pedestrian volumes crossing Lafayette Road and Ocean Road. This data will be submitted to the NHDOT along with a letter of request as noted above. City staff will report back at a future date on the progress of these requests.