

**PARKING and TRAFFIC SAFETY COMMITTEE**  
PORTSMOUTH, NEW HAMPSHIRE

**CONFERENCE ROOM A**  
CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

*Members of the public also have the option to join the meeting over Zoom  
(See below for more details)\**

**8:30 AM**

**September 1, 2022**

**AGENDA**

**I. CALL TO ORDER**

**II. ATTENDANCE**

**III. FINANCIAL REPORT**

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

This is the time for all comments on any of the agenda items or non-agenda items.

**V. PRESENTATIONS**

None

**VI. NEW BUSINESS**

*(No public comment during Committee discussion without Committee approval.)*

**A. Portwalk Place, request for renewal of valet license agreements, by business owner.**

**Sample Motion 1: Move to approve renewal of valet license agreement for Parade Residence Hotel, LLC for a term of 1 year. Sample Motion 2: Move to approve renewal of valet license agreement for Portwalk HI, LLC for a term of 1 year.**

**VII. OLD BUSINESS**

**A. Woodbury Avenue, report back on request for RRFB at Woodbury Manor crosswalk, by resident. Sample Motion: Move to place item on file.**

**B. Maplewood Avenue at Dennett Street, report back on request for RRFB. Sample Motion: Move to place item on file.**

**C. South Street at Broad Street, report back on need for RRFB. Sample Motion: Move to place item on file.**

**D. Middle Street at Miller Avenue, report back on speed study. Sample Motion: Move to place item on file.**

**VIII. INFORMATIONAL**

**A. Monthly Accident Report from Police**

**B. State Street two-way traffic study**

**IX. MISCELLANEOUS**

**X. ADJOURNMENT**

*\*Members of the public also have the option to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. To register, click on the link below or copy and paste this into your web browser: [https://us06web.zoom.us/webinar/register/WN\\_hWvuuUqHQGeDujV\\_YpCreg](https://us06web.zoom.us/webinar/register/WN_hWvuuUqHQGeDujV_YpCreg)*

# Unaudited

<b>Percentage of Fiscal Year Complete</b> <b>8.33%</b>
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**Preliminary  
Totals Thru  
July 31, 2022**

	<b>Total</b>	<b>Budgeted</b>	<b>% of Budget</b>
FY 23			
Parking Meter Fees	355,084.93	3,250,000.00	11%
Meter Space Rental	4,225.00	150,000.00	3%
Meter In Vehicle	0.00	0.00	0%
EV Charging Stations	0.00	10,000.00	0%
Parking-Area Service Agreements	3,000.00	50,000.00	
High Hanover Transient	239,203.48	1,909,000.00	13%
High Hanover Passes	81,528.54	1,265,100.00	6%
Foundry Place Transient	32,044.30	502,000.00	6%
Foundry Place Passes	30,586.03	451,500.00	7%
Parking Sign Permit	0.00	0.00	
HH Pass Reinstatement	195.00	750.00	26%
Foundry Pass Reinstatement	15.00	750.00	2%
Parking Violations	97,113.50	700,000.00	14%
Immobilization Administration Fee	450.00	5,000.00	9%
Summons Admin Fee	0.00	0.00	0%
<b>Total FY 23</b>	<b>843,445.78</b>	<b>8,294,100.00</b>	<b>10%</b>

	<b>BUDGETED</b>	
	5,881,795	71% Transfer to Parking Fund
	2,412,305	29% Funds Remaining in Gen Fund



**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 Ultimate Parking II, LLC d/b/a 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 Exhibit 1 for Valet Parking services on Portwalk Place a private street (hereinafter "Licensed 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 that 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 and Traffic 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 maintains direct primary garage keepers / Bailee insurance in an amount of not less than \$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: 11/24/2021


**CITY OF PORTSMOUTH**

By:   
Karen Conard, City Manager

Pursuant to vote of the City Council on  
October 4, 2021

Dated: 10/19/21



**ULTIMATE PARKING II, LLC**  
d/b/a LAZ Parking

By:   
Print Name: Brian Halley  
Print Title: Regional Vice President

**PREVIOUS APPROVALS**

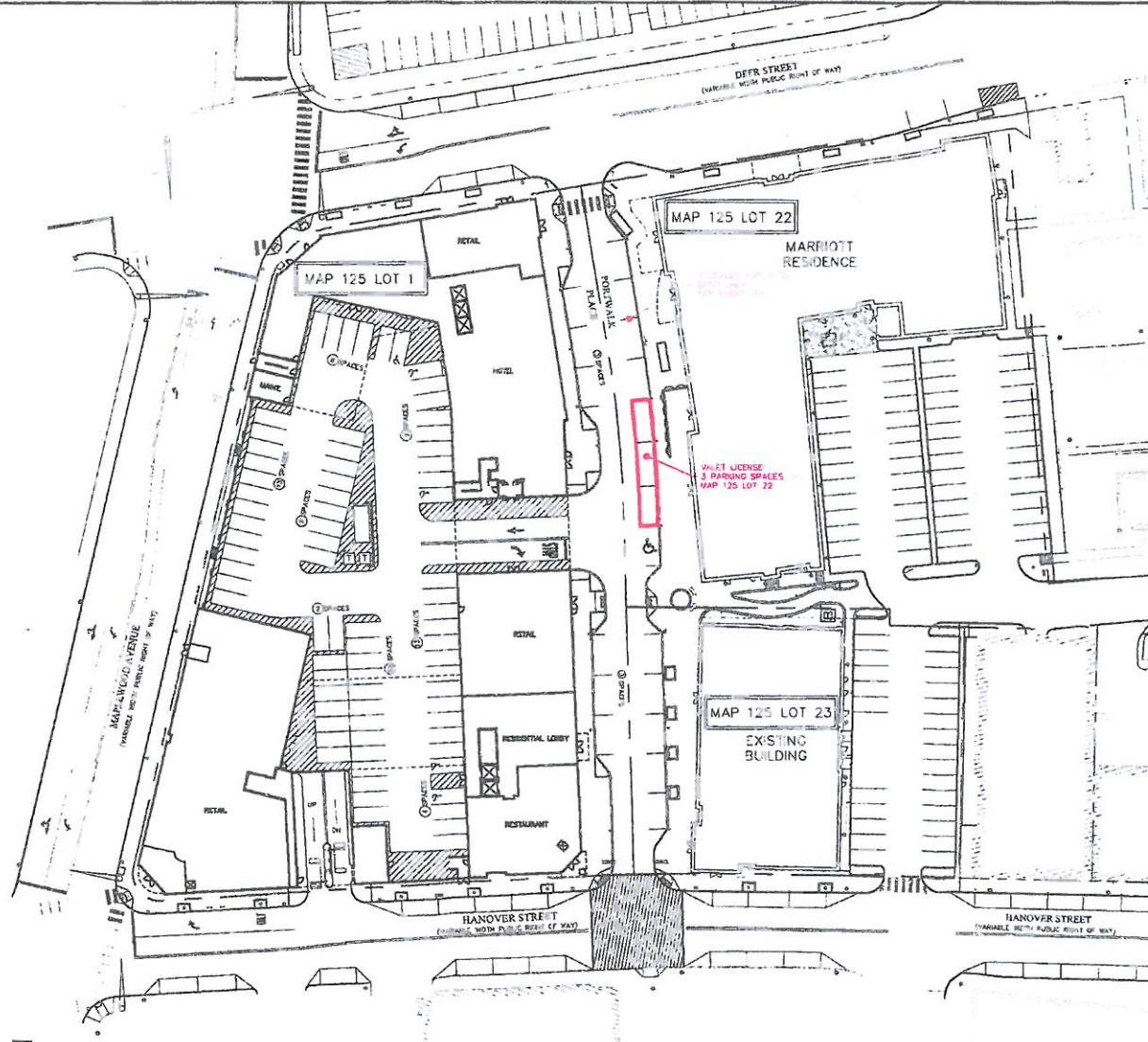
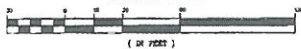
1. CITY OF PORTSMOUTH PLANNING BOARD FOR "SITE REVIEW APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: JULY 31, 2007
2. CITY OF PORTSMOUTH PLANNING BOARD FOR "FINAL SUBDIVISION APPROVAL FOR PROPERTY LOCATED AT 195 HANOVER STREET" DATED: AUGUST 29, 2008
3. CITY OF PORTSMOUTH PLANNING BOARD 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
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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



**GRAPHIC SCALE**



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

<p>DATE: SEPTEMBER 8, 2013          SCALE: AS SHOWN          DESIGNED BY: PNC          DRAWN BY: CML          APPROVED BY: [Signature]          PROJECT NO: 1220C          P.L. NO: [Blank]</p>	<p><b>High &amp; Bond</b>          Consulting Engineers          Environmental Specialists          177 CORPORATE DRIVE          PORTSMOUTH, NEW HAMPSHIRE 03801          (603) 430-8018</p>
<p><b>PARKING SPACE LICENSE AND          SIDEWALK LICENSE EXHIBIT</b>          Portwalk Lot 3          Map 125 Lot 1          195 Hanover Street          Portsmouth, New Hampshire</p>	
	<p>Project No. _____          Date _____          No. _____          Description _____          Revision _____</p>

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1. **Area of License:** The City authorizes the Licensee to use the 3 designated spaces as depicted in Exhibit 2 for Valet Parking services on Portwalk Place a private street (hereinafter "Licensed 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 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:**
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- the placement of sign poles and will have final approval over the size and content of signs.
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Dated: 11/24/2021

**CITY OF PORTSMOUTH**

By: [Signature]  
Karen Conard, City Manager

Pursuant to vote of the City Council on  
October 4, 2021

Dated: 10/19/21

**ULTIMATE PARKING II, LLC**  
d/b/a LAZ Parking

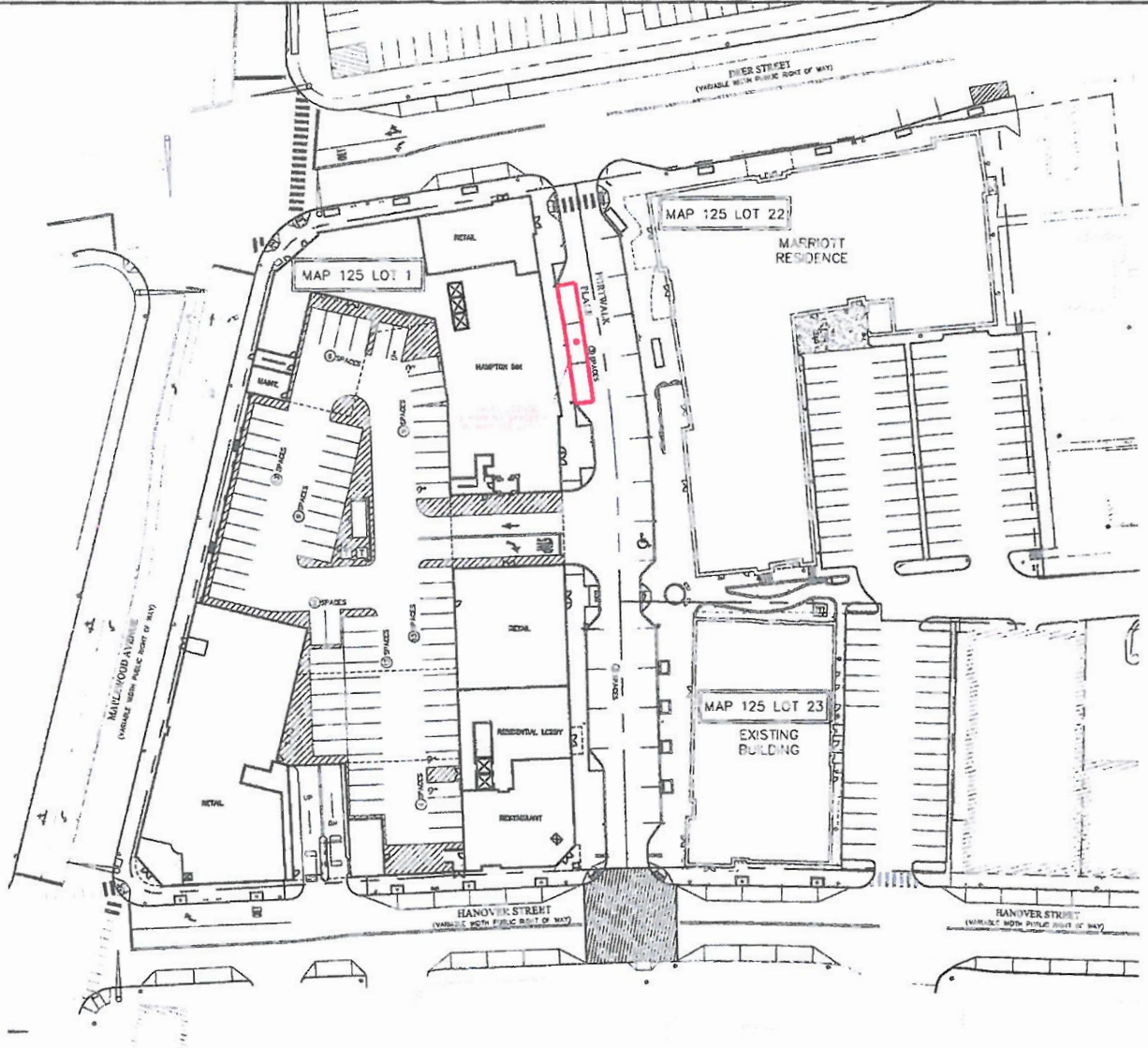
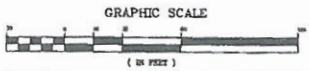
By: [Signature]  
Print Name: BRUNN HANSEN  
Print Title: REGIONAL VICE PRESIDENT

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**LICENSE LEGEND**

- VALET LICENSE
- 3 PARKING SPACES ON MAP 125 LOT 1



**MAP 125 LOT 1 - VALET PARKING LICENSE EXHIBIT**

<p><b>Tight &amp; Bond</b>                  (CORPORATE OFFICE)                  177 CORPORATE DRIVE                  PORTSMOUTH, NEW HAMPSHIRE 03801                  (603) 433-8818</p>	<p><b>PARKING SPACE LICENSE AND SIDEWALK LICENSE EXHIBIT</b>                  Portsmouth Lot 3                  Map 125 Lot 1                  195 Hanover Street                  Portsmouth, New Hampshire</p>												
<p>DATE: SEPTEMBER 6, 2013                  DRAWN BY: JAS. BROWN, P.E.                  CHECKED BY: CAL                  APPROVED BY: JEB                  PROJECT NO.: 2300                  FILE NO.: 2013-09-06-000000</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>No.</th> <th>Description</th> <th>Author</th> <th>Date</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	No.	Description	Author	Date								
No.	Description	Author	Date										



Request for RRFB at this crosswalk.

# VII.A. Woodbury Manor



VII. B

2022-07-28 3:46:55 PM



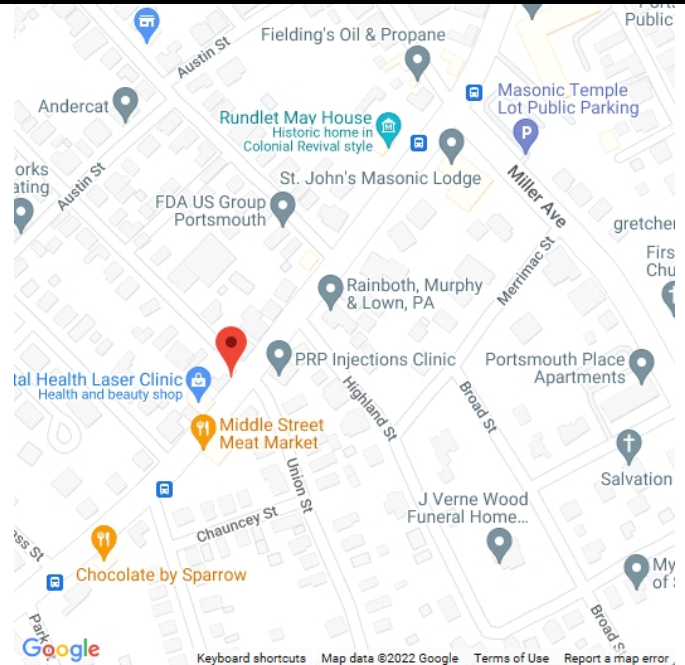
VII. C

2022-07-28 12:04:49 PM

### SPEED DATA ANALYSIS

**Location** Middle Street at Union Street

Latitude: 43.069867  
Longitude: -70.764186



**Analysis Time Period**



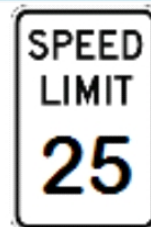
Start	End
8/17/2022 9:12 AM	8/19/2022 8:38 AM

**Vehicles Analyzed**



18,953

**Speed Limit**



25

**Average Speed**



28

**85th Percentile Speed**



32

**2019 Data**

Average Speed: 25 MPH  
85th Percentile: 29 MPH

VII. D1

### SPEED DATA ANALYSIS

**Location** Middle Street at Austin Street

Latitude: 43.072712  
Longitude: -70.761601



**Analysis Time Period**



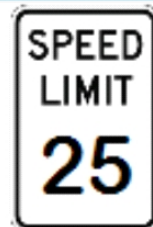
Start	End
8/19/2022	8/22/2022
8:56 AM	10:18 AM

**Vehicles Analyzed**



28,996

**Speed Limit**



25

**Average Speed**



26

**85th Percentile Speed**



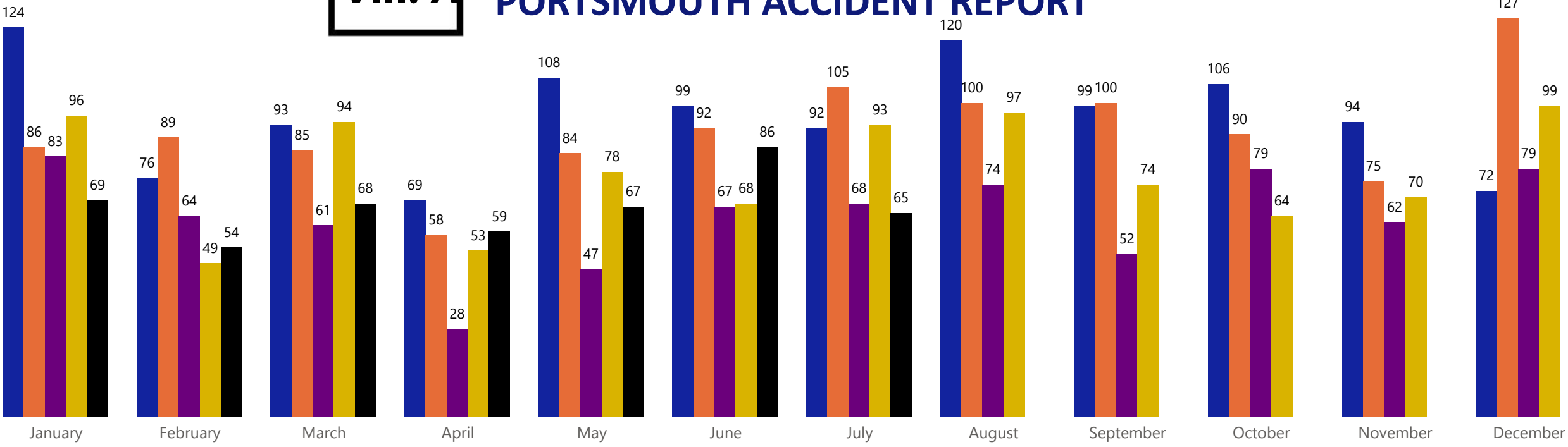
31

VII. D2



# VIII. A

## PORTSMOUTH ACCIDENT REPORT



July 2022 - 35 reportable crashes | damage valued > \$1,000



### YEARLY TOTALS

