

1
2 **Resolution Relating to**

RESOLUTION

Sponsor(s): Councilors Shannon,
Bushor, Aubin, Knodell: Bd. of Finance

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

3
4
5
6 PARKING AGREEMENT
7 RE METER HOOD PERMITS
8 WITH CATAMOUNT/VAN NESS, LLC
9 AT THE BROWN'S COURT LOT
10
11

12 **CITY OF BURLINGTON**

13
14 In the year Two Thousand Thirteen.....

15 Resolved by the City Council of the City of Burlington, as follows:

16
17 That WHEREAS, Catamount/Van Ness LLC is constructing a hotel at 151 St. Paul Street and 101 Main
18 Street in Burlington, Vermont (hereinafter "Project"); and

19 WHEREAS, in order to build the Project, Catamount/Van Ness LLC has had to displace various
20 tenants of private parking spots previously located at the 151 St. Paul St. and 101 Main Street property;
21 and

22 WHEREAS, the City owns a nearby metered municipal parking lot at King Street, located between St. Paul
23 Street and Brown's Court (hereinafter "Brown's Court lot"); and

24 WHEREAS, under the City's Code of Ordinances (Sec. 27-33), permits for meter hoods may be secured
25 from the Public Works Department – Traffic Division for use due to "construction, repair, or maintenance work on
26 abutting or nearby properties"; and

27 WHEREAS, Catamount/Van Ness LLC needs to provide for guaranteed 24 hour parking for the 15 parking
28 tenants who have been displaced by the construction and acknowledges that the cost to the City for relinquishing 15
29 metered parking spaces at the Brown's Court lot certainly exceeds the revenues forgone from each of the meters but
30 feels that the \$20.00 per day rate as set by the ordinance is an exorbitant cost for a long term project to have to
31 incur; and

32 WHEREAS, only City Council is authorized to waive any portion of the meter hood permit fee of \$20.00
33 per day for a 24 hour meter hood; and

34 WHEREAS, the Board of Finance, at its meeting on July 8, 2013, reviewed and unanimously
35 recommended that City Council waive half of the \$20.00 fee for all 24 hour meter hood permits issued pursuant to
36 the attached Parking Agreement and authorizes Mayor Miro Weinberger to execute said Parking Agreement,
37 subject to the review and approval of the City Attorney;

38 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby waives half of the \$20.00 fee for
39 all 24 hour meter hood permits issued pursuant to the attached Parking Agreement and authorizes Mayor Miro
40 Weinberger to execute said Parking Agreement, subject to the review and approval of the City Attorney.

PARKING AGREEMENT re METER HOOD PERMITS
WITH CATAMOUNT/VAN NESS LLC.
July 16, 2013 -- July 15, 2014

This PARKING AGREEMENT relating to the issuance of specific METER HOOD PERMITS is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter "City") and CATAMOUNT/VAN NESS LLC, a Vermont Corporation with its principal offices in Burlington, Vermont (hereinafter "Catamount").

WHEREAS, Catamount is constructing a hotel at 151 St. Paul Street and 101 Main Street in Burlington, Vermont (hereinafter "Project"); and

WHEREAS, in order to build the Project, Catamount has had to displace various tenants of private parking spots previously located at the 151 St. Paul St./101 Main Street property; and

WHEREAS, the City owns a nearby metered municipal parking lot at King Street, located between St. Paul Street and Brown's Court (hereinafter "Premises"); and

WHEREAS, under the City's Code of Ordinances (Sec. 27-33), permits for meter hoods may be secured from the Public Works Department – Traffic Division (hereinafter "DPW") for use due to "construction, repair, or maintenance work on abutting or nearby properties"; and

WHEREAS, Catamount needs to provide for guaranteed 24 hour parking for the 15 parking tenants who have been displaced by the construction and acknowledges that the cost to the City for relinquishing 15 metered parking spaces at the Premises certainly exceeds the just the revenues forgone from each of the meters but feels that the \$20.00 per day rate as set by the ordinance is an exorbitant cost for a long term project to have to incur; and

WHEREAS, only City Council is authorized to waive any portion of the meter hood permit fee of \$20.00 per day for a 24 hour meter hood.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the CITY and CATAMOUNT enter into the following Meter Hood Agreement:

1. **TERM**

This agreement shall become effective upon full execution of this Agreement, with the commencement of the term of this agreement relating back to and beginning on July 16, 2013 and continuing until its termination on July 15, 2014, subject to the revocation provisions as per Section 6 below. Said agreement may be extended month to month as approved by DPW. Such approval shall not be unreasonably withheld.

2. **PARKING METERS**

Redstone shall have the right to utilize and assign 15 designated metered parking spaces at the Premises, as depicted on Exhibit A, for the duration of this Agreement, in order to facilitate the construction project at 151 St. Paul Street and 101 Main St. and shall pay the fee set forth in Section 7 below, which constitutes a substitution for the fee set forth in Section 27-33 of the Burlington Code of Ordinance. Catamount shall comply with all other provisions of said ordinance and all permits issued in accordance therewith, including but not limited to the provisions on parking bans. The City, by and through DPW, shall provide meter bags as set forth in said ordinance, subject to the provisions herein.

3. **PARKING METER HOOD FEE**

There shall be a parking meter hood permit fee of \$10.00/day/meter (including Sundays and Holidays) for each meter hood issued for the term hereof. This fee results from City Council waiver of \$10.00 of the \$20.00 daily fee for each 24 hour meter hood issued pursuant to permits encompassed under this agreement. These fees shall be billed and paid in advance for use each month.

4. REVOCATION

This Agreement and the license granted herein shall be immediately revoked should Redstone discontinue use of the Premises. The parties acknowledge and understand that the Premises may be sold during the term of this Agreement, but that the City will condition any sale with provision that the City maintain a ground lease whereby the Premises will be continued as a metered parking lot encumbered by this Agreement until construction on the Premises officially commences (at which point such use and this Agreement shall be discontinued). This Agreement therefore shall be revocable by the City upon 30 days written notice of the date of construction commencement. Additionally, this Agreement shall also be revocable by the City upon 15 days written notice of a breach of the terms and conditions of this Agreement; Catamount shall have the right to cure said breach(es) within said 15 days, such cure being subject to the approval of DPW which shall not be unreasonably withheld.

5. INSURANCE

Catamount shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on such insurance policy.

- a. Prior to the execution of the Agreement, Catamount shall furnish the City with a certificate of insurance which shall include the provision that the City is named as an additional insured and shall be given 30 days written notification prior to cancellation of such insurance. The certificate shall be attached to this Agreement as Exhibit B.

- b. It is the responsibility of Catamount to ensure that a current certificate of insurance is on file with the City at all times. Failure to furnish and maintain a current certificate of insurance on file with the City will result in an immediate revocation of this license, notwithstanding the above provision related to revocation for breach of this Agreement.

6. INDEMNIFICATION

Catamount agrees to indemnify, defend, and hold the City harmless and free from liability arising out of Catamount's use of the Premises under this Agreement including specifically any and all claims made by any individual or entity assigned one of the 15 metered spaces under this agreement from and agrees to make no claim against the City or any of its officers, employees, agents or representatives for any loss or damage caused by the City's use or maintenance of the Premises.

7. NUISANCES PROHIBITED

Catamount shall not, during the term of this Agreement, on or in the Premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling bylaw, code, regulation or condition whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement. Nor shall Catamount act in a way or permit an action that constitutes a public nuisance upon the Premises.

8. LIMITATION OF RIGHTS

Catamount acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

9. WAIVER

No waiver of a breach of any of the covenants, agreements or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in the Agreement.

10. **ENTIRE AGREEMENT**

This Agreement as appended to all Meter Hood permits issued hereunder shall be deemed as containing the entire understanding of the parties with respect to the subject matter hereof.

11. **WRITING REQUIRED**

No change, amendment or modification of this Lease Agreement shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

DATED at Burlington, Vermont this ____ day of _____, 2013.

CITY OF BURLINGTON

Witness By: _____
Miro Weinberger, Mayor
Duly Authorize

Catamount/Van Ness LLC

Witness By: _____
Duly Authorized Agent

lb/rwh/ CEDO, DPW – Parking Agreement re Meter Hood Permits with Catamount, Van Ness, LLC, Brown's Ct. Lot

Z

Brown's Lot

10Hr. Brown

40-10Hr.



7 Double Bags

1 Single Bag

Z19	Z40
Z17 - Z18	Z38 - Z39
Z15 - Z16	Z36 - Z37
Z13 - Z14	Z34 - Z35
Z11 - Z12	Z32 - Z33
Z9 - Z10	Z30 - Z31
Z7 - Z8	Z28 - Z29
Z5 - Z6	Z26 - Z27
Z3 - Z4	Z24 - Z25
Z1 - Z2	Z22 - Z23
HCAP	Z20 - Z21
HCAP	

King St.