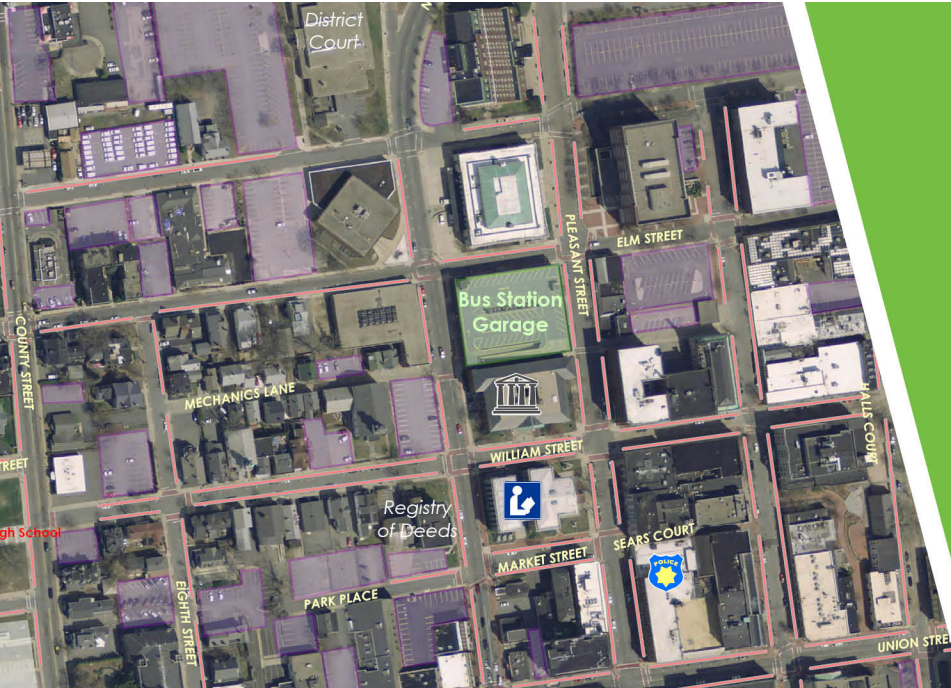




2019

CITY OF NEW BEDFORD

DOWNTOWN & WATERFRONT PARKING STUDY FINAL STRATEGIES





DOWNTOWN & WATERFRONT PARKING STUDY

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0. INTRODUCTION AND ABOUT THIS DOCUMENT

New Bedford is a growing, active downtown that marries history, art, academic institutions, and a waterfront vibe. As the City grows and changes, the need for coordinated, efficient, and sustainable parking management in the downtown core and waterfront has become apparent. Specifically, demand for parking has increased and new issues have emerged or become more acute with increased efforts to revitalize the downtown and reposition the waterfront as a multi-use zone built around its primary industrial uses and designated port area.

Jointly funded by the State, City, and New Bedford Port Authority (NBPA), the New Bedford Downtown and Waterfront Parking Study began in the Fall of 2017 and was nearly a year-long effort to understand the existing parking system and provide strategy recommendations to improve overall parking management. The study collected comprehensive inventory and utilization data for all public and private parking in downtown New Bedford and in the specified waterfront lots. In addition to this intensive data collection, the study team led multiple public engagement workshops, a widely distributed online survey, and stakeholder meetings that provided the “story behind the story” to identify of parking management challenges and their impact on the local community. ,

This document includes a brief overview of findings from the study process, as well as a comprehensive package of strategies that both tackle some of the identified challenges and help New Bedford prepare for the future. The Appendix includes detailed technical memoranda covering the results of the data collection, survey, and public outreach. What follows are detailed recommendations to improve the overall parking management system, as well as an implementation plan that gives an overview of when the different pieces may roll out relative to one another. Specifically, this report includes the following chapters:

- **Introduction**
- **Key Findings** regarding parking inventory, regulations, and utilization in the downtown and waterfront areas.
- **Parking Strategies** for downtown and for the waterfront

Additionally, technical memoranda are provided in the appendix, including:

- Parking Inventory and Utilization
- Parking Management
- Public Engagement
- Additional memoranda generated as part of the project process
- Sample Shared Parking Agreements



DOWNTOWN & WATERFRONT PARKING STUDY

0.1 STUDY PROCESS



The study worked along two parallel tracks of data collection and public engagement. The study team began by collecting data for all parking spaces in the study area, including inventory, weekday and weekend utilization, and regulation information. In addition, the study team collaborated with the City, NBPA, and MassDevelopment to host several stakeholder roundtables throughout the study, as well as a day of public workshops. For those who were unable to meet with the team in person, an online survey was available.

Drawing on this mix of qualitative and quantitative data, the Stantec team drafted preliminary strategies for review. The City, MassDevelopment, and NBPA reviewed the preliminary strategies and provided feedback that ultimately guided the detailed recommendations included in this document. Below is an overview of the study timeline.

Tasks	Nov	Dec	Jan	Feb	March	April	May	June	July	August
TASK 1 Project Kick-off/Data Collection										
TASK 2 Survey/Website Launch										
TASK 3 Parking Supply/Regulations										
TASK 4 Parking Utilization Collection										
TASK 5 Parking Management Assessment										
TASK 6 Workshop 1										
TASK 7 Draft Strategies										
TASK 8 Workshop 2										
TASK 9 Final Report/Presentation										



DOWNTOWN & WATERFRONT PARKING STUDY



0.2 STUDY GOALS

Early in the parking study process, the City of New Bedford and various stakeholders helped to identify several key goals of this study. These goals were essential in guiding the study process as well as the development of strategies:

- A. Document **existing parking supply and daily demand**
- B. Improve parking system for **residents, employees, customers, visitors, students, and ferry users**
- C. Identify and recommend **parking supply efficiencies and opportunities to open or add parking** in areas of higher demand
- D. Develop **customer-friendly recommendations** for existing parking system, including:
 - a. Parking enforcement
 - b. Wayfinding and signage
 - c. Parking information and payment system
- E. Create a **financially sustainable** parking plan
- F. Identify **walk, bike, and transit improvements** that support a more user-friendly parking system
- G. Identify **key system improvements**



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0.3 STUDY AREA

The study area includes the entirety of the downtown and selected waterfront areas. The downtown study area is bounded by Kempton Street to the north, Walnut Street to the south, County Street to the west, and JFK Memorial Drive (SR 18) to the east. Also included is the School Administration Building site to the west of County Street (Figure 1).

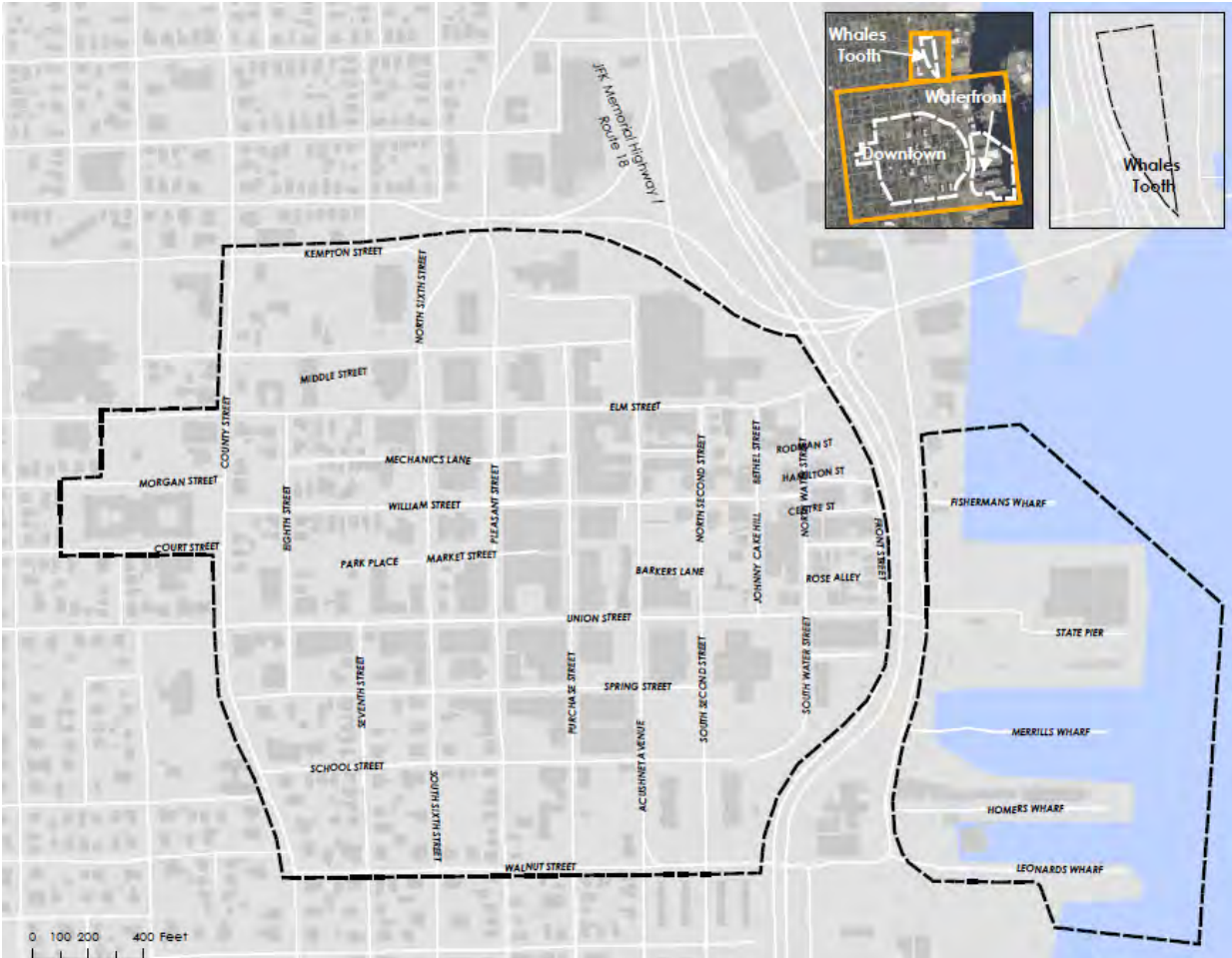


Figure 1 New Bedford Parking Study Area



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0.4 KEY FINDINGS

As noted in the introduction, the detailed data and analysis behind these findings is available in the Appendix of this document.

High Rate of Driving

About 90% of survey respondents drive alone to get to downtown New Bedford. This high rate of automobiles entering New Bedford creates an increase in parking demand. New Bedford's short blocks, historic district ambiance, and sidewalk and crosswalk coverage provide a great built environment in which to encourage more travelers to walk, bike, and/or take transit in the near future.

Variety of Public Perception of Parking

Stakeholder meetings and survey results revealed that while some people feel that there isn't enough parking in New Bedford, others have no trouble finding a space.

"Can almost always find a space... unless there is an event."

"There is almost always room in the Z garage. It's not a very far walk to any place downtown."

"There are so many amazing stores and restaurants downtown, but I can't usually find a place to park and I often leave to go to places with free and easy customer parking."

"I would love to see Custom House Square returned to a parking lot upgraded to be user friendly & attractive. The amount of spaces lost to an under-utilized and awkward public space is a detriment to all downtown businesses."

Employees are Parking in More Convenient Spaces than Visitors

Survey respondents indicated that overall, employees are able to find parking that is much closer to their destination than visitors (*Figure 2*). Ideally, long-term parking for users such as employees, residents, and/or those coming to town for longer stretches of time should be located farther away, reserving the more convenient parking for higher-turnover, short trips.



DOWNTOWN & WATERFRONT PARKING STUDY

How close to your destination do you park?

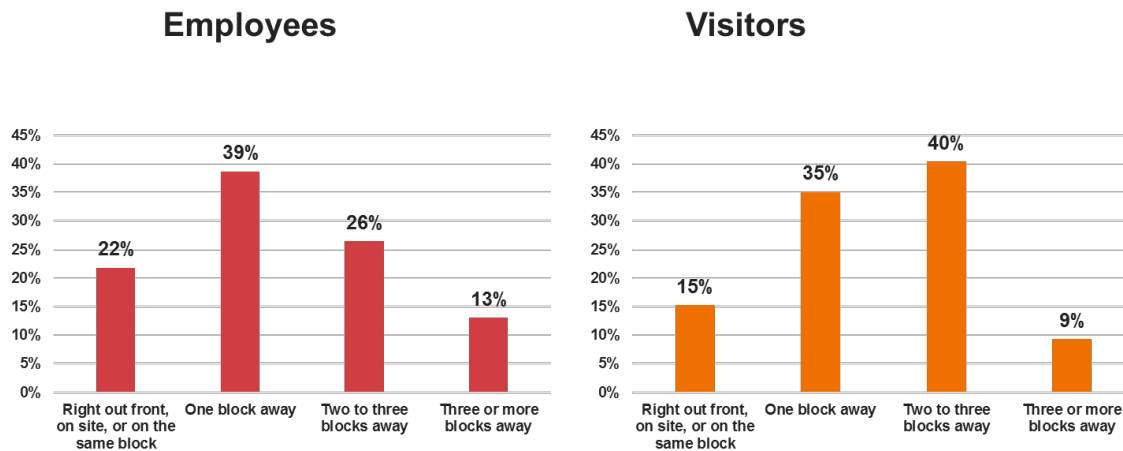


Figure 2 Survey results show that while over 50% of employees park within one block of their destination, the majority of visitors are parking two to three blocks away.

Parking Garages are Perceived Poorly and Are Underutilized in the Evenings

Survey respondents identified two of the most important factors when choosing where to park as being safety and convenience. Public parking garages are noted to be dimly lit and unsafe, while also inconvenient to travelers and residents end destinations. Additionally, the garages are not cost-effective as they are significantly more expensive than on-street parking options. This coupled with a mismatch in price means that garages are underutilized in the evenings.

Parking Management System is Highly Enforced

Approximately 80% of survey respondents agreed that parking downtown is highly enforced by the City. Many respondents mentioned that the strict enforcement of downtown parking policies can be a deterrent to visiting downtown.

Less Than a Third of Off-Street Parking is Open to the Public

Approximately 31% of off-street parking is open to the general public. The remainder of off-street parking is dedicated to businesses (employees and customers), permit holders, residents, and other reserved uses.

Technological Limits

Customers often do not mind paying for parking as long as it is easy, which means providing options including cash, credit cards, and mobile phone payment. However, parking garage payment technology is very difficult to use and understand, leading to customer complaints and traffic bottlenecks. The City once had on-street meters that accepted credit card payments, but technological difficulties led to the elimination of the system in favor of one that uses coins and pay-by-phone. On the waterfront, the permit system is mostly paper-based and unwieldy to administer,



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and there is no mobile phone payment option available. These inconsistencies and challenges create an environment that is confusing and frustrating for the customer, as well as for the administrators.

Weekday Peak Parking Demand is 60% of all Spaces, and Occurs Downtown at 1pm

Peak parking demand in the downtown area of New Bedford occurs around 1pm with nearly 60% of all downtown spaces utilized. This is typical of most commercial downtowns with limited residential uses. It also indicates that there is more than enough supply for demand, although regulations, access, wayfinding, and location may currently limit all parking resources from being efficiently utilized.

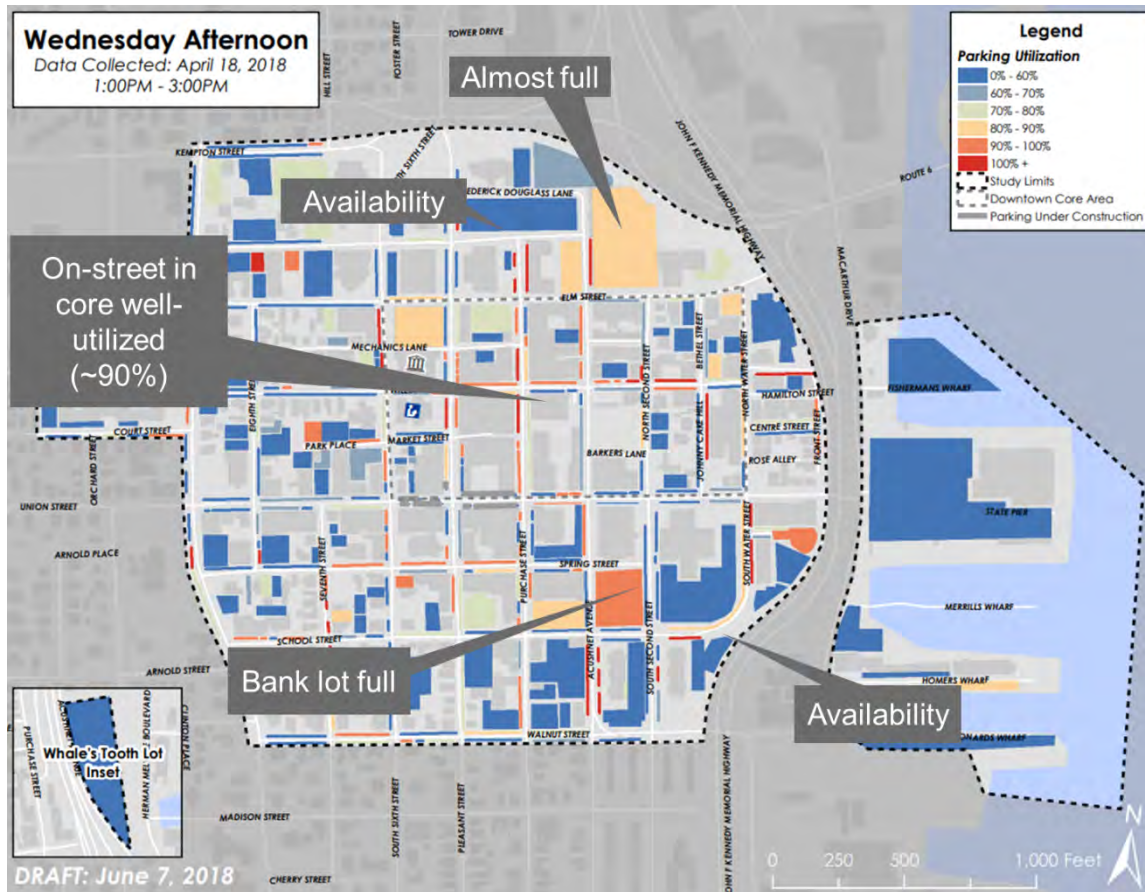


Figure 3 Parking demand during the weekday peak at 1:00 pm

There Is an On-Street Parking Crunch in the Core at Peak and in the Evening

Parking utilization counts taken throughout a typical weekday and weekend show that at peak times, the on-street parking on Union Street, William Street, and the accompanying cross-streets in the downtown core is close to functionally full (Figure 4).



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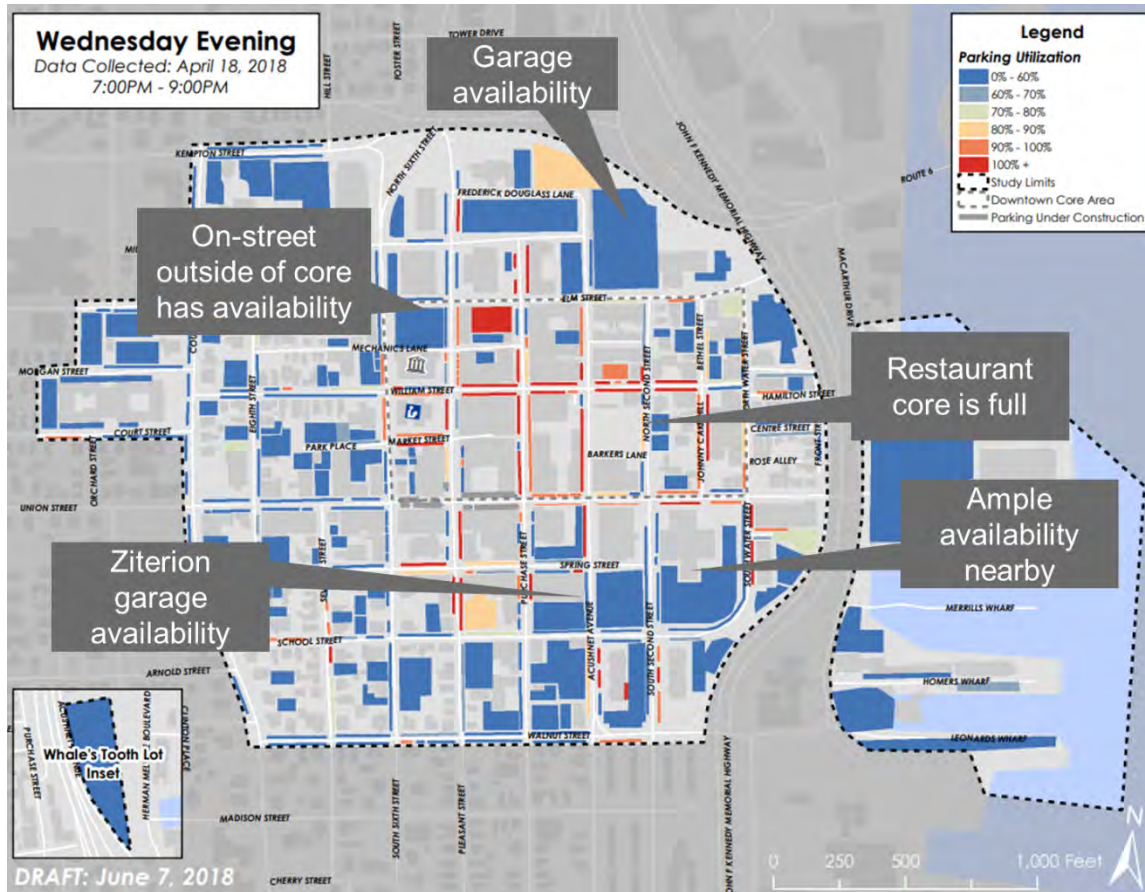


Figure 4 Parking utilization patterns in the evening on a weekday after the meters turn off show that convenient on-street spaces, once free, are completely full, while less desirable garage parking (which is priced) remains underutilized.

Price Does Not Match Demand

Although the on-street parking provides the most convenient access to most destinations downtown, the hourly price to park there is only 25% of the hourly price in the garages. After 6pm, the meters turn off, making the prime spaces on-street completely free while the garages remain priced. The utilization patterns reflect this mismatch, which is contributing to the on-street parking crunch while garages are underutilized in the evenings (Figure 5 and Figure 6).

Underutilized Weekday Parking Available Just a Short Walk from the Downtown Core Area

Outside of the downtown core area there is an abundance of underutilized parking, even during peak periods. On-street parking outside of, but close to, the downtown core area can be found on Pleasant Street, Elm Street, William Street, South Sixth Street, Union Street, and South Second Street. This includes both the public parking garages as well as other off-street, currently restricted lots.



DOWNTOWN & WATERFRONT PARKING STUDY

Figure 5 - On-Street Parking Utilization in the Downtown Core Area - Weekday

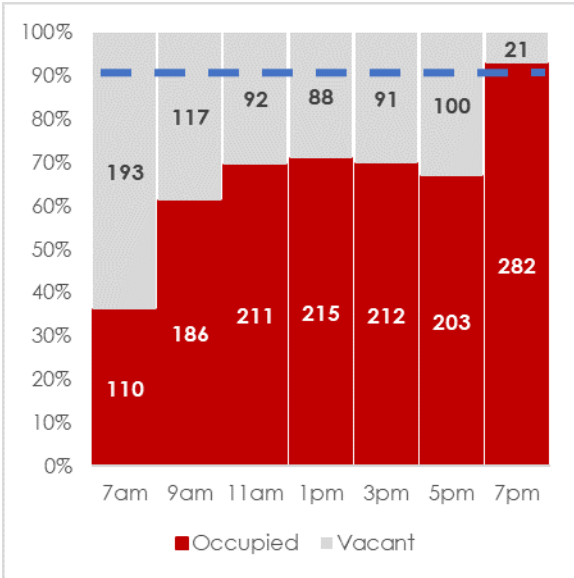
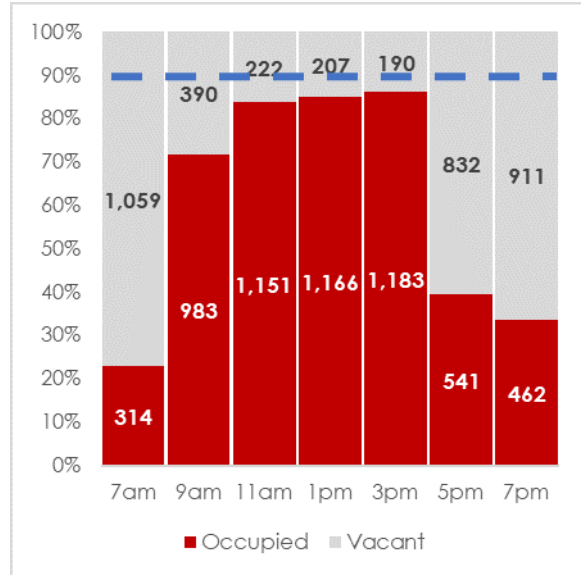


Figure 6 – Zeiterion and Elm Street Garage Utilization - Weekday



Very Low Weekend Parking Demand Compared to Supply

Weekend parking utilization throughout the entire study area never exceeds 20%. This shows that, overall, there is an abundance of available parking in downtown New Bedford on weekends. Although it may not all currently be available to the public, this represents an opportunity to reconsider how the system is managed.

Weekend On-Street Parking in the Downtown Core Area is Full by 10am

On-street parking in the downtown core area on weekends is highly sought after and is typically full by 10am. These high demand areas are centered around William Street, Purchase Street, Johnny Cake Hill, and Bethel Street. These parking spaces remain functionally full for the entirety of the day.

Weekend Peak Demand at 6pm Due to Bars and Restaurants

Downtown weekend parking demand peaks at 6pm. This is mostly due to the abundance of bars and restaurants in the downtown New Bedford area. However, there remains an abundance of available parking outside of the downtown core area.



DOWNTOWN & WATERFRONT PARKING STUDY

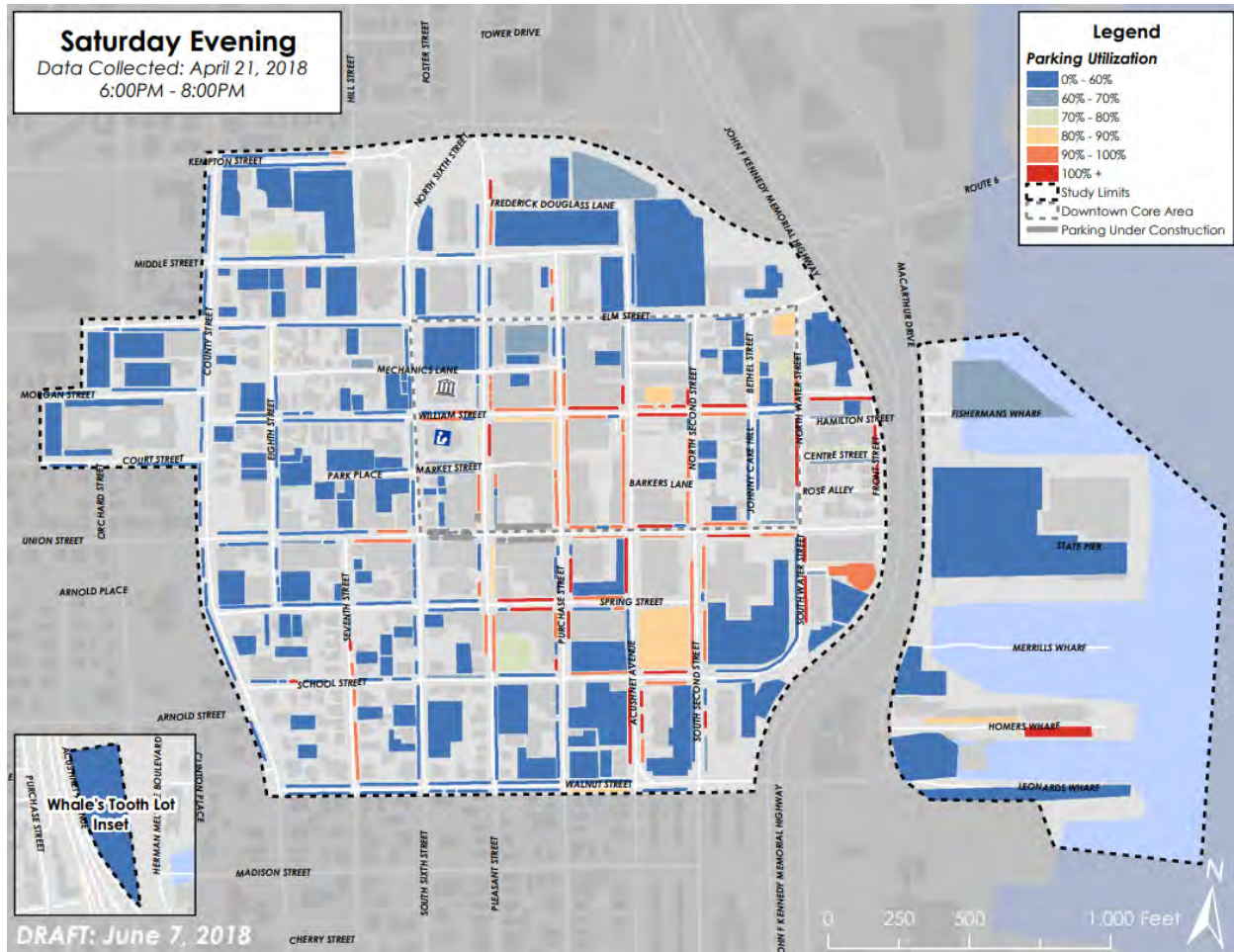


Figure 7 An analysis of weekend parking demand patterns shows that while on-street parking is functionally full in the downtown core, overall parking is underutilized and there is availability just outside of the busy core area.

Waterfront Regulations Confusing, Difficult to Administer, and not Customer Friendly

In the waterfront lots, there are about 20 different parking regulations, leading to a lot of confusion regarding where one can and cannot park. In addition, this means that the NBPA and State must administer this complicated system which presents coordination challenges.

Off-Season Waterfront Parking is Extremely Underutilized

Peak utilization in the waterfront lots during the off-season never exceeds 10%.

Peak-Season Parking Availability Remains High

Even during the peak-season, when many travelers park in New Bedford waterfront lots to utilize ferry service to Martha's Vineyard and Nantucket, the peak utilization does not exceed 55%.



DOWNTOWN & WATERFRONT PARKING STUDY

NBPA Revenues are Not Enough to Cover Cost to Maintain and Operate Parking

The NBPA administers a complex parking system, which includes permitting, maintenance, plowing, enforcement, and lighting. Today's revenues limit the NBPA's ability to maintain the system as well as improve it for the future.

Opportunity to Build on the Waterfront Vision

The New Bedford Waterfront Framework Plan provides robust and detailed guidance for the future growth of the waterfront. For example, the State Pier Vision includes reducing parking areas and adding public open space and flex space.

In the interim, in order to support this vision, the different entities that operate on the waterfront, will need a coordinated approach to parking. Opportunities to meet more regularly and work toward common economic development goals and have coordinated discussions on parking pricing and management should be pursued.



The Waterfront Framework Plan provides a robust vision of potential future growth that balances existing waterfront uses with potential new uses. This parking plan seeks to support this vision with a flexible approach to parking.



DOWNTOWN & WATERFRONT PARKING STUDY



RECOMMENDATIONS

While there is no silver bullet that can “solve parking” in New Bedford, the following package of strategies strives to address issues identified while meeting the overall goals of the study. As a reminder, those goals are listed in the sidebar.

The following pages provide some details for each strategy, how it applies to New Bedford, and how it might work. These generally fall under the following major categories:

- **Create Availability Where It Is Needed**
- **Incent Public Use of Ample Private Supply**
- **Preparing for Transportation and Technology Changes**
- **Enhance User Experience**
- **Improve Signage, Wayfinding, Lighting, and Safety**
- **Multimodal Network Improvements**
- **Waterfront Parking Strategies**
- **Plan for New Development**

Study Goals

- Document existing parking supply and daily demand
- Improve parking system for residents, employees, customers, visitors, and ferry users
- Identify and recommend parking supply efficiencies and opportunities to open or add parking in areas of higher demand
- Develop customer-friendly recommendations for existing parking system, including:
 - Parking enforcement
 - Wayfinding and signage
 - Parking information and payment system
- Create a financially sustainable parking plan
- Identify walk, bike, and transit improvements that support a more user-friendly parking system
- Identify key system improvements



DOWNTOWN & WATERFRONT PARKING STUDY

1.0 CREATE AVAILABILITY WHERE IT IS NEEDED

1.1 RESTRUCTURE PARKING PRICING TO CREATE AVAILABILITY IN CORE

"There is almost always room in the Z garage. It's not a very far walk to any place downtown." Parking Survey Respondent

"There are so many amazing stores and restaurants downtown, but I can't usually find a place to park and I often leave to go to places with free and easy customer parking." Parking Survey Respondent

2018 Transportation Survey

This is an overarching strategy that changes the underlying management approach to parking in the City from enforced time limits to a performance-based system that values parking based on its convenience and front-door access. Cities locally and nationally are adopting performance-based pricing models, especially to manage high-demand parking areas in downtown commercial district. The benefits are that it creates availability and allows customers to pay as you go, avoiding an artificial time limit that fails to reflect actual downtown visitor habits.

Why Do It?

Today there is a lack of available parking in on-street spaces in the Downtown Core. While spaces being busy reflects New Bedford's vibrant and active downtown, it also sends a signal to customers that parking is hard to find. Spaces along Union Street, William Street, Purchase Street, Acushnet Avenue, and other streets in the core as well as the Kruger Lot are the most convenient and are also the cheapest spaces available downtown by at least \$2 per hour. After 6:00 pm, these spaces become free, and so becomes an even better deal for those going to downtown bars and restaurants.

How Would it Work?

In order to create availability where there is congestion it is necessary to raise prices at prime, busy on-street locations such as William, Union and Pleasant Streets. It is also important to maintain relatively low prices at other locations further from restaurants and key destinations to ensure that parking is efficiently utilized. Overall, this approach will better balance the parking system, provide

Sample Cities with Demand Based Parking Pricing

Salem, MA

- On-street core spaces: up to \$1.50 /hour depending on desirability and proximity to key destinations
- On-Street spaces outside core: \$0.50/hour
- Parking lots: \$0.50 - \$4.00/day and cost less than adjacent on-street spaces

Worcester, MA

- On-street meters: \$1.00 per hour
- Off-street meters: \$0.85 per hour



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choice for parkers and support economic development. There are several specific recommendations that support this strategy, including:

- Increase price in the core area of demand, approximately bounded by South Sixth, Spring, Front, and Elm Streets
- Maintain low on-street price outside of core area of demand
- Adopt a utilization goal of 85% on-street. The Traffic Commission can adopt an availability goal for the sake of transparency; this could be as simple as listing this as a goal on the Commission website
- Monitor and adjust with transparency. It is often best to adjust the price incrementally and then monitor the outcome, for example adjusting the price by up to \$0.50 every year. For transparency, the City can commit to a \$0.50 maximum increase/decrease threshold for any future price changes, so that the public can be assured that no drastic pricing changes will occur.
- Using the base information from this study, take a parking count at peak time (either midday or dinner hour) and determine whether pricing changes have created on-street availability
- Lower the price to park hourly in the garages to below that of the price on-street in the core.

Pricing needs to be closely monitored by the Parking Commission using the data from this study as a baseline. Key facilities and blockfronts can be assessed as a proxy for the district. Optimally utilized parking is typically at 85-90%.

ESTIMATED REVENUE IMPACTS FROM SAMPLE PRICING RE-BALANCING:

Note: this reflects one possible scenario for estimation purposes

Core Parking:

- Assumes rates are increased to \$2/hour and enforced 10 am – 8 pm
- Pricing better reflects high demand for these spaces
- Utilization will decrease due higher price, to an average of 50%

Transient Garage Pricing:

- Assumes rates are reduced to \$1.50/hour and enforced 8 am – 6 pm
- Pricing helps increase the appeal of using garage spaces
- Utilization (of transient spaces) will increase due to lower price at 74%

Rough calculations suggest under this scenario, revenue increases by about 70%

1.1 a Moving Toward Eliminating Time Limits

Using price rather than time limits is a best practice for downtown parking and should be a long-term goal for downtown New Bedford. Time limits tell people, including customers and visitors, that they must leave downtown. Using price instead allows people to stay for as long as they want, for example if they run into a friend and go get a cup of coffee, or if an appointment runs over time. In the survey 150 respondents reported habitually parking for more than 2 hours on-street, reflecting a mismatch between the time limits and the kind of parking people actually need.



DOWNTOWN & WATERFRONT PARKING STUDY

If the price is set correctly, it will maintain availability in key locations while encouraging longer-term parkers to be a little bit further away. New Bedford can begin to pilot this idea in a few ways:

- The tertiary zone (see Recommendation 1.2) may be a good location to pilot cheap, long-term options for employees.
- Extending time limits in certain areas together with increased prices could also be a way to determine if the price is set correctly. For example, increasing the price in the core could be in conjunction with a time limit of three or four hours. This will allow customers and visitors to stay downtown longer if they are willing to pay slightly more for those prime spaces.
- With all changes to time limits and pricing, it will be key to monitor and adjust as necessary to maintain availability.

1.1 b Violations Pricing and Impacts on Incenting Garage Use

Table 6 lists select common violations and associated fees. These are relatively low, compared for example to the price to park in the garage for just one day (\$18). Someone who wanted to stay beyond their allotted 2 hours at a meter could simply pay the \$10 fine and still spend less money than to park in the garage for a day. In the longer-term, it is recommended to raise the violation rates.

*Table 6 – Existing Parking Violation Rates
Compared to Cost to Park in a Garage*

Expired meter	\$10
Parked outside of meter area	\$10
Meter reserved	\$10
Meter feeding	\$15
Handicap Parking Violation	\$200
Cost to park in a garage	\$18/day

1.1 c Consider adjusting monthly pass rates

Table 7 – Existing Garage Permit Sales, Pricing and Observed Utilization Levels

Permit Type / Location	Inventory	Existing Price	# Sold (Monthly)	Peak Utilization
Elm Street Garage	1,078	\$540/year (\$45 /month) Student: \$22.50/month	750 (average June 2017-May 2018)	85% (3 pm)
Zeiterion Garage	298	\$600/year (\$300/six months) Student: \$22.50/month	160 (average June 2017-May 2018)	86% (3 pm)
SRTA Garage	108	\$360/year (\$30/month)	unknown	82% (11 am)



DOWNTOWN & WATERFRONT PARKING STUDY

As Table 7 shows, monthly parking in the garages is relatively cheap at \$45/month, or approximately \$2.25 daily / \$0.25 per hour.¹ To spend \$45 per month without a permit, someone could use street parking for about 15 hours a week, or about two workdays per week. So for anyone spending more time than that in the downtown, it is very cost-effective to buy a permit.

This system is good in that it incentivizes longer term parkers to use the garage, leaving prime, on-street spaces for short term parking. However, the low price may encourage people to drive even if they have other options, such as walking, biking, carpooling, or transit. Right now, utilization rates show that the garages are being efficiently utilized at peak with demand decreasing significantly at 5 pm.

Together with other changes in the system such as expanding long-term parking options off-street outside the downtown core and at the waterfront (Recommendation 1.4 and 6.4) and on-street (Recommendation 1.2) as well as multimodal improvements (Recommendation 6.2) there may be room to increase the price slightly to encourage more availability in these garages. It is important to recognize (and the prices should reflect) that compared to peripheral on-street parking, the garages are more convenient than on-street parking that is farther away (in the “tertiary zone” referenced in Recommendation 1.2). Over time, the garages could become the prime option for longer-term parkers, particularly visitors, with employees parking slightly further away but at a discount. Monitoring utilization levels and adjusting pricing will be key to developing a balance between long-term permit holders and transient parkers.

1.1 d Revisit Free Holiday Parking Program

This is a recommendation to revisit the current practice of offering free parking during the Holidays within Downtown New Bedford. The practice is an understandable response to abundant, free parking at the mall, but in actuality it reduces convenience and customer access to a limited supply of prime parking locations since there is no incentive to park anywhere other than right in front of stores and no means of enforcing or encouraging turnover.

A balanced management approach provides a variety of options at a variety of price points, allowing shoppers to easily navigate to a spot that meets their needs – including during holidays. It is therefore recommended that the system be addressed holistically to provide a variety of convenient, safe and affordable parking for all circumstances and times of year, and then adjust policies in response to seasonal pressures.

¹ Assumes an average of 20 work days per month, and 8 hours per workday.



DOWNTOWN & WATERFRONT PARKING STUDY

1.2 CREATE NEW ZONAL/SIMPLIFIED PARKING SYSTEM

Hand-in-hand with a performance-based approach, it is necessary to map new parking zones that reflect overall tiers of desirability. A conceptual, zonal map is provided below. This will need to be refined over time based on observed parking utilization levels (ideally at 85%) and overall performance.

A key concept for this and Recommendation 1.1 is simplicity. With the exception of potentially providing free or very low-cost parking in the evening in the public garages, the City should carefully introduce the concept of zonal parking by using a consistent all day price. In the longer-term (and particularly as the technology to both price and display pricing information improves) it may make sense to create a tiered system where the prices vary depending on length of stay or time of day.

Why Do It?

Mapping parking zones based on the principles of relieving congestion and creating availability near hot spots of demand creates transparency and an intuitive clarity around parking for local businesses, employees, customers and local residents. The simpler the zones – ideally reflecting the core commercial streets, the better.

How Would It Work?

The zones illustrated in Figure 8 below provide an initial concept of potential zones. The core zone is mapped over areas of highest parking demand and congestion as observed in the field. It generally includes the area of Elm Street down to Union Street and between South Sixth Street and Johnny Cake Hill. Elements of this strategy are as follows:

- Overall, adjust price and monitor (as described in Recommendation 1.1) to reach optimal utilization rates
- Core Zone: highest priced zone, on-street spaces most expensive and off-street spaces comparatively less
- Secondary Zone: cheaper spaces, longer time limits in the short-term
- Outside Zones (Tertiary zones): heavily discounted or free. These could become spaces that are marketed to current garage permit holders if/when it becomes necessary to increase the price of those monthly passes.



DOWNTOWN & WATERFRONT PARKING STUDY

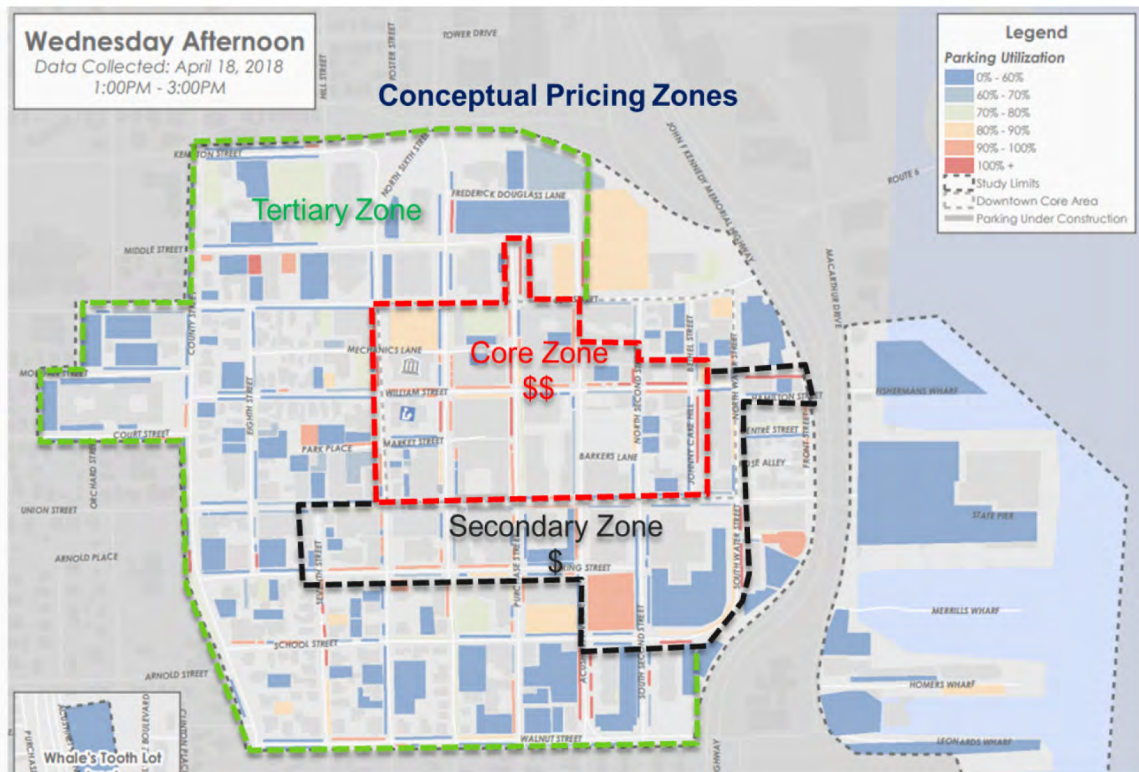


Figure 8a Conceptual pricing zones

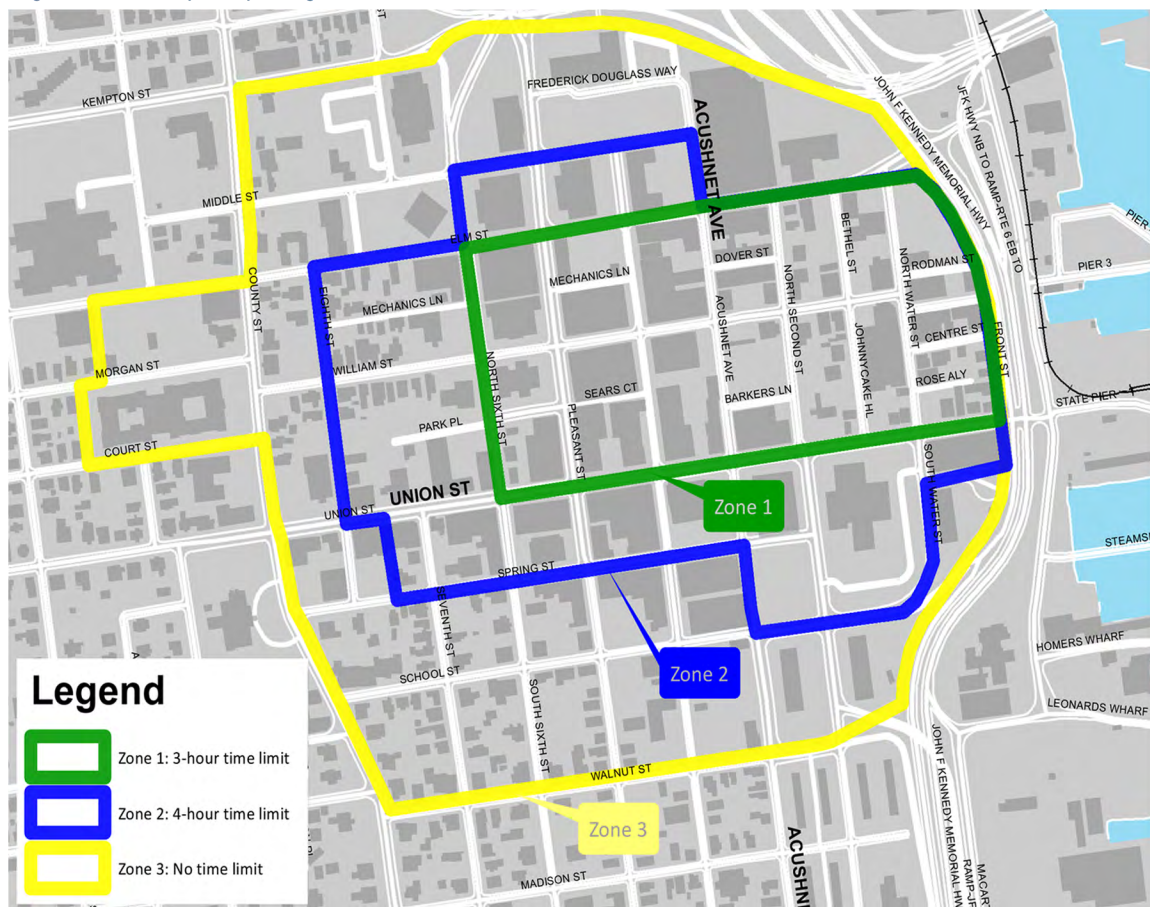


Figure 8b Proposed Parking Zones



DOWNTOWN & WATERFRONT PARKING STUDY

1.3 INCENT NIGHTTIME USE OF PARKING GARAGES

Parking garages are often the choice of last resort. Especially for shorter-term parkers looking for easy proximity to destinations. At night, New Bedford's garages are often in even less demand because of safety perceptions both in walking on dimly-lit, historic streets and because of perceptions of poor safety in the garages themselves.

"As a city employee, I get a discounted rate to park at the garages, but I feel unsafe as a woman using them, as I sometimes work at night. As well, the parking garage over the bus terminal is unsafe to me at all times of the day due to the population that hangs around the terminal/garage/sidewalks..." 2018 Parking Survey

Why Do It?

As Figure 9 below indicates, during the evenings there is heavy demand in the most visible and convenient on-street locations such as William and Purchase Streets. At the same time, there is ample available supply in off-street facilities such as the Zeiterion Garage and Elm Street Garage. However these garages are more expensive and less convenient and are therefore underutilized, even though they are in some cases less than a block or two away from prime downtown destinations. Directing parkers away from on-street spaces will help spread demand more evenly and provide greater choice.

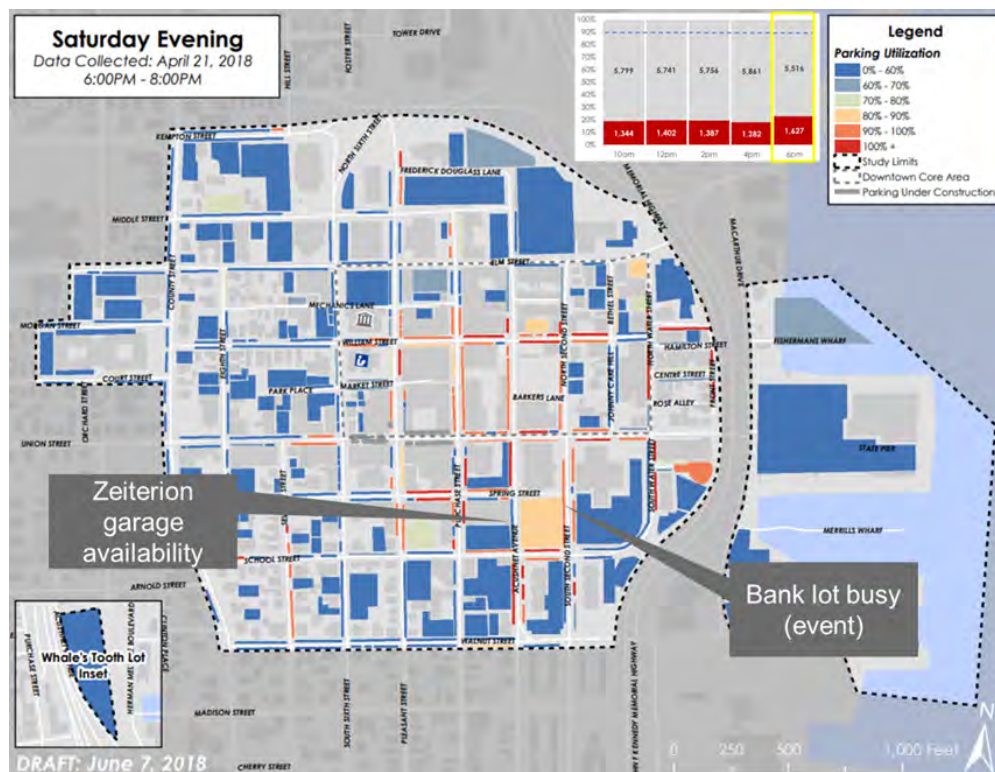


Figure 9 Parking Utilization during the peak of weekend demand



DOWNTOWN & WATERFRONT PARKING STUDY

How Would It Work?

To incent nighttime use of parking garages, the City and downtown partners should pursue the following:

- Make the garages free or extremely discounted after 6:00 PM
 - This strategy will work well in tandem with Recommendation 1.5, Extend Parking Meters
- Working with local businesses and especially bars and restaurants, promote the free/discount parking in garages
- Improve nighttime signage and directions to Elm and Zeiterion garages
- Designate one of the garages as “the nightshift employee garage.” For example, the City could provide low-cost or free permits to employees who need to park longer-term during the evening hours to incentivize them to park in garages instead of in prime, on-street spaces.



Figure 10 On some nights, there is already free parking in Zeiterion Garage



DOWNTOWN & WATERFRONT PARKING STUDY

1.4 DESIGNATE EMPLOYEE PARKING LOT

A common challenge in many downtowns is that the employees of local businesses arrive before customers and take up all the prime parking spaces. This challenge is no different in New Bedford: Of the survey respondents, **more than 60% of employees park within one block of work** while **the majority of visitors (49%) park two or more blocks away from their destination**.

Why Do It?

The reason to have a clear employee parking policy is to help create availability in the parking spaces that support the most business revenue. The tendency otherwise is for employees to take prime spaces in front of stores and businesses, creating the perception that the City's downtown core is not "open for business." Additionally, a designated employee parking lot is an opportunity to promote a benefit to employees of cheaper or even free parking. It also helps to create a critical mass of users that can walk together after dark.

How Would It Work?

There are a number of parking facilities that would be suitable as a designated employee lot. A discussion with employees from Greasy Luck, for example, suggested that if an arrangement could be made with private lot owners nearby – for example - the YMCA, they would be willing to use a designated lot at night. Steps include:

- Identifying a geographic spread of potential employee lots – this might include a Downtown North and Downtown South employee lot
- This approach will be most effective if prime, on-street spaces are priced to disincent long-term parking
- Working with downtown businesses to ensure that employees are aware of designated lots
- Providing employee parkers with a heavily discounted permit to incent use of the lot. For nighttime employees this could be free
- Lots will need to be clearly signed and include upgrades to improve lighting and safety
- This recommendation overlaps with the shared parking strategy requiring the City to incent private lot owners to open up their lots for public use



DOWNTOWN & WATERFRONT PARKING STUDY

1.5 EXTEND PARKING METER ENFORCEMENT HOURS

New Bedford's meters currently operate between 8 or 9 am and 6 pm and are enforced Monday through Friday and until 5pm. Municipalities with vibrant restaurant and bar scenes often extend metered parking well into the evenings and even on Saturdays especially in core on-street locations to help reduce congestion and maintain availability for evening patrons.

Why Do It?

In the evenings on-street parking is currently heavily congested. Data on parking utilization gathered as part of this study indicates a clear spike in demand as soon as the meters are shut off and enforcement stops between 5 pm and 6 pm.

Extending meters will help to create parking availability, particularly for the City's burgeoning nightlife scene and will encourage longer-term parkers to shift out of the core.

This is the sister strategy to incenting nighttime use of garages and ultimately making nighttime garage parking free. Clear communications will help make the choices clear to evening/late-night patrons

How Would It Work?

Adjust time span of meters in core to slightly later, for example 10:00 am to 9:00 pm, enforced Monday through Saturday. This will maintain availability during prime restaurant hours but limit the need to enforce when demand is light. The City also currently sells annual permits to park at the meters from 9:00 am – 10:00 am; these new hours will negate the need for those permits.

- Lower the hourly / daily garage prices as revenue from on-street increases.
- Consider implementing this as a pilot, with a few key streets (William, Purchase, Union, Acushnet) with extended meter hours. The pilot should include a utilization count to determine/report on the impacts of the extended hours.
- Consider piloting free garage parking after 4:00 pm, which will open the garages for restaurant workers as well as providing a low-cost option for patrons (Recommendation 1.3).
- Longer-term, eliminate time limits and use price to create availability. This allows people to pay for the exact type of parking that they need rather than artificially forcing them to move.
- Add meters or kiosks in key locations if possible, such as Johnny Cake Hill, Bethel Street, Hamilton Street, Centre Street, Commercial Street, and School Street between South Sixth





DOWNTOWN & WATERFRONT PARKING STUDY

and Seventh Street. These meters should be priced to match the zone in which the spaces are located.

- Any temporary free parking designations, such as those on Water Street between Union and Second Streets should be removed and metered parking restored.



2.0 INCENT PUBLIC USE OF AMPLE PRIVATE SUPPLY

While core streets are functionally full throughout most of the day, there are off-street facilities both large and small nearby that are empty but restricted for use by the general public. This sets up a frustrating situation in which visitors, residents, and employees alike drive by empty spaces while hunting for parking. Moreover, land is unnecessarily devoted to parking in the heart of New Bedford's bustling downtown. Particular facilities include: the SRTA bus garage, which is empty on weekends and in the early evening/evening on weekdays; the YMCA lot, which was underutilized through most of the weekend and weekday observation days; the lot behind the DeMello International Center which is empty on weekends and in the early evening/evening on weekdays. Shared parking is essentially expanding access to currently restricted and underutilized supply, and there are many permutations of how this can work. These include:

- The City working with private property owners to open parking to the public. This could include a revenue sharing agreement if the parking is paid, and/or services in-kind such as plowing, sweeping, striping, and even signage to incentivize property owners to participate. Hours could be all day or limited to times when the use itself is not active.
- The City working with private property owners to open parking to a select group, such as restaurant employees, through a permit program.
- Shared parking agreements between two private entities with compatible uses, such as a bank and a restaurant or churches and retail. These agreements may be brokered by the City.
- Allowing underutilized parking to fulfil parking requirements of infill development or redevelopment downtown.
- City or a private entity leasing or renting underutilized parking for events.
- All of these arrangements can benefit from the City maintaining information on existing parking as well as sample shared parking agreements on file.



DOWNTOWN & WATERFRONT PARKING STUDY

2.1 WORK WITH PRIVATE PROPERTY OWNERS TO OPEN UP SUPPLY

Much of the City's downtown parking supply is privately controlled. In fact, less than a third of the off-street supply is publicly available. This parking is also often underutilized and within a short walk of areas of high demand. In many downtowns across the nation municipalities are confronted with the same situation. And recognizing that this represents an untapped or partially tapped resource they have developed shared parking ordinances and a menu of incentives to work with private lot owners to open up private supply for public use.

Why Do It?

Beyond the need for satisfying growing parking demands, opening up private supply for public use is a more efficient use of limited land and reduces the need for more expensive capital-intensive solutions such as building new supply. It can also provide an avenue to upgrade unsightly surface lots with public investments in screening, landscaping and more regular maintenance. These improvements can be part of a package to incent private property owners to participate in a program. It also provides a new source of off-peak cash flow for private lot owners.

How Would It Work?

The City would directly lease parking on a per space basis from a private landowner or entity for use of public parking or a specific need (e.g. employee parking). This may mean that the entire facility or part of the facility is open for public use, or that the facility is publicly available for only certain hours or days of the week. To overcome current resistance and inertia against shared parking, the City will need to develop a straightforward shared parking agreements that address the following:

- Per space leasing costs
- Revenue guarantees and/or revenue sharing
- Liability, covered by City insurance
- Standard of care for maintenance, enforcement, security, and operation
- Facility upgrades: technology, payment, signage, real-time information, other
- Ability to set and adjust rates to meet target occupancy rates

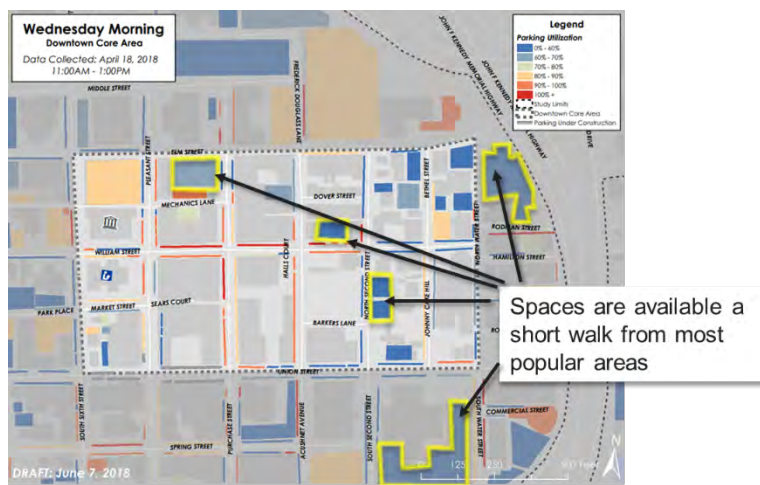


Figure 11 At the peak hour of demand, on a weekday, there are almost 300 spaces empty spaces within a five-minute-walk of the core. However, today, those spaces are inaccessible due to regulations.



DOWNTOWN & WATERFRONT PARKING STUDY

2.2 REFINE SHARED PARKING ORDINANCE

The City is in the process of updating its zoning code to character-based zoning and more contemporary performance standards reflective of the City's growth and appeal as a place to live and do business. This includes provision of new parking and transportation standards such as allowing on-street spaces to count toward parking requirements for an abutting lot and promoting car share. The code also contains draft shared parking provisions allowing land uses with offset peak demand to share parking supply. This recommendation is to refine and upgrade this zoning tool.

Why Do It?

While it is unlikely that *all parking* in the area will ultimately be open and available to the public, using underutilized spaces to satisfy current and future demand on a district-wide basis is much more cost-effective than constructing new parking. An analysis of projected future parking demand indicates that under a shared parking approach – whereby more of the existing private parking supply is open to the public – indicates that there is ample space to absorb demand for from projected new development including the addition of more than 400 residential units Downtown. See Section 8.0 for more details.



There is ample surface supply within a short walk of many downtown destinations – especially in the evenings. The above two private lots contain more than 350 spaces.

How Would it Work?

Draft code language currently allows reductions in required parking based on offset peak demand times, flexibility around producing a formal analysis for smaller projects, proximity to public parking, in lieu-payments, reserve or land-banked parking, proximity to public transit and car sharing. These are all best practices. Additional best practice measures include:

- Be as simple and as flexible as possible, to encourage sharing
- Keep a model shared parking agreement on file (sample in Appendix)
- Include a larger than average walk distance of at least 1,300 feet (a roughly five-minute walk) to allow greater flexibility – we sometimes recommend up to 2,000 feet, but 1,300 is at the upper end of most codes
- Require a more basic analysis to calculate actual parking requirements instead of a complex formula
- Require limited administrative burden for the applicant and the City



3.0 PREPARING FOR TRANSPORTATION AND TECHNOLOGY CHANGES

3.1 PRIORITIZE A HIGH-VOLUME/BUSINESS-FRIENDLY CURB

Management of the curbside especially in areas of high demand and turnover is a growing challenge for municipalities in the Commonwealth and in many growing downtowns across the nation. This is because in addition to traditional curbside demands including parking for single-occupancy vehicles, there is additional demand from transit, bikeshare, valet and Transportation Network Companies (TNCs) such as Uber and Lyft.

Why Do It?

Today in the City of New Bedford, the areas of highest parking demand are in some cases free - depending on the time of day and location – or metered and with a two-hour limit. This limits the number of users in prime destinations to a handful of lucky people that get to park out front. A centrally-located designated curbside pick-up and drop-off location would serve multiple adjacent uses.

How Would it Work?

In some locations businesses are already promoting curbside on-demand services independent of any citywide initiatives. This is a recommendation to formalize one to two curbside areas for pick-up and drop-off. These are typically located in higher-demand areas in front of bars and restaurants. Suggested locations include:

- Purchase Street between Union and William Streets
- William Street between Purchase and Johnny Cake Hill
- Union Street between Water and Front Streets



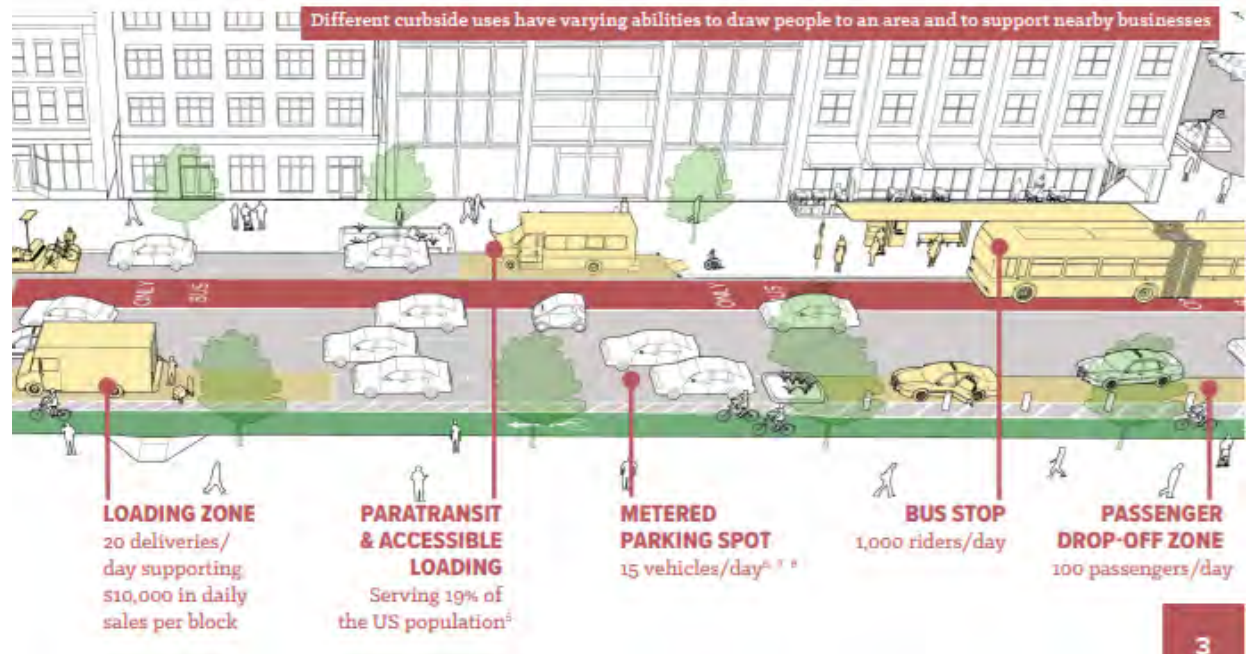
Figure 12 One business in downtown has already worked with rideshare company Lyft to create a designated pick-up and drop-off zone



DOWNTOWN & WATERFRONT PARKING STUDY

Figure 13: Managing the curb to support the diverse ecosystem of users supports economic goals

Source: <https://nacto.org/wp-content/uploads/2017/11/NACTO-Curb-Appeal-Curbside-Management.pdf>





DOWNTOWN & WATERFRONT PARKING STUDY

4.0 ENHANCE USER-EXPERIENCE

4.1 DEVELOP CUSTOMER FIRST APPROACH

The City of New Bedford, like many communities, has a parking management system that relies on enforcement to ensure compliance with regulations. While many employees and other regulars know how to shuffle their cars - visitors often get tickets leaving an impression of an unfriendly system. Survey respondents identified two of the most important factors when choosing where to park as being safety and convenience. Public parking garages are perceived as dimly lit and unsafe, while also inconvenient to travelers' and residents' end destinations. To address this, the City is currently undertaking renovations at the Elm Street garage. Additionally, the garages are not cost-effective as they are significantly more expensive than on-street parking options.

80% of survey respondents agree that parking downtown is "highly enforced."

2018 Parking Survey

Why Do It?

A Customer First approach builds on a foundation of management for availability. Improved enforcement, including information as well as a simple street presence, can help downtown feel more welcoming to all. This will help the City meet its broader Parking Management Goals rather than focusing on compliance. Parking officers can also be part of the solution to address safety issues as they represent additional eyes on the street.

How Would it Work?

- **Visit with Town of Barnstable as a Local Best Practice.** The Village of Hyannis, Barnstable's central business district, has recently overhauled its parking system focusing on a customer-based approach. This provides the City of New Bedford with a good, local peer to learn from.
- **Develop a New Mission Statement** based on customer-friendly principles and including the concept of managing demand to support availability and economic development
- **Adopt a compliance goal.** The Parking Commission could formally or informally adopt a goal that looks at increasing compliance while reducing violations. This will help combat the potential public perception that enforcement is all about increasing revenue.

Case Study: Hyannis Parking and Customer Service

In Hyannis in the Town of Barnstable, MA, Parking Enforcement was rebranded "parking resources". And the emphasis has switched from enforcement to education and includes an Instagram account with information on how to park properly. Seasonal Gateway Greeters are hired annually, and Department personnel are trained based on a National Park Service (NPS) model. During special events the Greeters provide information on where to park and help out at information kiosks. A set of "operational standards" has been developed and the training has been expanded to other Town Departments. Training is tied back to a Mission Statement and the Town Council's Strategic Plan.



DOWNTOWN & WATERFRONT PARKING STUDY

- **Consider a “First Ticket Free” policy.** Warnings, accompanied by information about cheaper/longer-term parking availability, for a driver’s first offense per calendar year will create a friendlier atmosphere for infrequent visitors.
- **Equip/Train Enforcement Officers to be “Ambassadors.”** Having enforcement officers carry maps and other visitor information, wear a uniform that includes some branding, and/or train with local police can all help foster an image as Ambassadors rather than ticket-writers. This will also leverage the existing workforce presence on the street to help increase the perception of safety.
 - o As the City updates job descriptions for the enforcement officers as well re-assessing wages, customer service should be emphasized for the job



DOWNTOWN & WATERFRONT PARKING STUDY

4.2 WORK WITH DOWNTOWN BUSINESSES ON A UNIFIED COMMUNICATIONS PROGRAM



Downtown New Bedford Merchants Comments and Concerns

- Business owners are making their own signs advertising change for customers to use at meters
- Desire to see employees park in the garages and leave the meter spaces for customers
- Parking enforcement doesn't help find parking
- More turnover needed - could there be 15-30 min parking on every block?
- Need better information on parking system/pricing options
- Prices in the garages are too high

Figure 14: Sample Best Practice Customer Parking Information Map. The City of New Bedford should develop a similar online-facing map

Source: <http://www.downtownmonroemi.com/parking>

stakeholder engagement, there were numerous insights from local merchants and many of them revolved around negative perceptions of communications in regard to parking. The merchants represent invaluable local knowledge and eyes on the street – both in terms of providing feedback to help improve parking programs and in serving as partners in sharing parking information with customers.

Why Do It?

A successful parking program is as good as the user experience and understanding of the system. Businesses are already developing their own signage and systems for helping customers navigate and pay for parking. A systematic, coordinated effort will help standardize communications for downtown parking users. The costs are relatively cheap – the City could develop a downloadable template that businesses could print.

How Would It Work?

The City should develop parking information materials starting with a simple map oriented to visitors and customers indicating free parking areas, regulated zones.

In addition, shared parking arrangements can benefit from the City maintaining information on existing parking as well as sample shared parking agreements on file.

Downtown businesses are key partners in developing solutions to improve the City's parking system. During the



DOWNTOWN & WATERFRONT PARKING STUDY

4.3 TAKE THE FRUSTRATION OUT OF PARKING PAYMENT

Technology has been a boon to the management of parking. It has also created high levels of frustration: not everyone has a smart phone or is comfortable with electronic payment methods, and in situations where old coin meters are discontinued there are many who would still prefer or are only able to use quarters. And when payment systems don't work then parkers tend to notice costs. By the same token, people often do not mind paying for parking if the system is simple, intuitive, and easy to use. This means that all forms of payment are accepted, the technology is user-friendly, and instructions are clear. On the back end, newer systems can streamline parking operations as well as provide valuable insights into how the system is functioning.



Figure 15 Kiosks are a preferred technology based on the Parking Survey

Why Do It?

The City currently lacks meters with credit card payment technology. A prior generation of models had it, but the technology was faulty and thus was eliminated. Stakeholders and survey respondents expressed frustration with the parking garage kiosks stating that they were either confusing or don't work very well. These problems coupled with parking enforcement that is oriented to ticketing and not providing customer information and assistance with payment leads to much higher levels of cost dissatisfaction and will pose a challenge if the pricing strategies contained in this report are pursued.

Parking Survey Shows Strong Desire for Better Parking Technology

- 10% of respondents – a total of two-hundred people selected better parking meters and technology as most preferred improvement to parking system
- An additional 9% - a total of approximately 160 people would like to see parking payment kiosks instead of meters

How Would It Work?

- In the immediate term this recommendation works hand in hand with an overhaul of enforcement practices to instead focus on a customer-first approach. This means training enforcement officers to engage with customers and to provide help with understanding available payment methods depending on the technology available.
- Move to an online permit system for both the City and waterfront



DOWNTOWN & WATERFRONT PARKING STUDY

- As a longer-term solution the City should re-visit potential hardware solutions to replace current meters. Options include:
 - o “Smart” single-head meters, with one meter per parking space. These meters accept credit cards, debit cards, and coins and can be connected to back-end software that provides real-time and historical utilization information
 - o Kiosks serve approximately 8-10 spaces on-street with one machine. There are many versions, such as pay-by-zone, pay-by-plate, or pay-by-space. Kiosks should also accept all forms of payment and provide real-time occupancy information
 - o Continuing with pay-by-phone technology which currently works as an additional method for on-street payment. This is a best practice. It is recommended that to maximize the effectiveness of digital payment technologies, parking enforcement focuses on assisting users in installing and understanding how to use the app.
- Providing customers with more methods and more convenient ways to pay will make changing rates easier to handle.



5.0 SIGNAGE, WAYFINDING, LIGHTING AND SAFETY

5.1 ENHANCE SIGNAGE AND WAYFINDING

The most technologically advanced, customer-friendly parking system is compromised without sufficient signage and wayfinding. A comparable system to consider is that of a typical airport, where signage clearly directs incoming drivers to discount, premium, and “cell phone lot” parking. The City recognizes this and has recently upgraded the façade of the Elm Street Garage adding well-lit highly visible signage which will help people driving find this resource. However, the City currently lacks a coordinated, recognizable parking signage system. Further discussion with City stakeholders identified a need for an integrated wayfinding system that includes parking as well as other key locations around the City, such as academic institutions, historic sites, and other activity centers.

Why Do It?

Clear signage and wayfinding presents visitors and potential customers with a positive initial impression and an understanding of how the parking system works. It also aids in developing branding for the city that is consistent and recognizable, creating a more cohesive downtown experience. Signage and wayfinding updates should be a resulting action of a

comprehensive wayfinding study which

develops a signage program alongside lighting standards, vertical and horizontal design elements in a cohesive network. Ideally, vehicle-oriented signage can also intercept people driving in to core destinations, cutting down on congestion and encouraging the use of parking facilities appropriate to their need.

How Would This Work?

This works at a number of levels:

- 1) Vehicle-oriented and intercept wayfinding and parking information:
 - Locate signage at key intercept locations. For example, signage can help direct people driving to the discount ferry parking at the Whale’s Tooth Lot.



Figure 16 Sketch idea for visitor wayfinding



DOWNTOWN & WATERFRONT PARKING STUDY

- Use standardized colors and scales. The most common color associated with parking is blue, although in Massachusetts green and white signs are also in use. It is important to scale signage and lettering so that those driving can read it.
- Use new technology to provide real-time availability. Technologies are changing rapidly, making this type of signage affordable to install to guide users to large off-street parking facilities. For example, vendor Park Logix can set up a system for about \$15,000 and are usually willing to offer a test pilot of their technology. A basic system includes a small tube at the entrance and exit of a given facility that counts cars and transmits it to a sign. In addition, it may be appropriate to consider an app-based technology that can help people driving find facilities with availability.

2) Signage for those on foot, once they have parked. Considerations include:

- Ensuring color coding in garages matches wayfinding color
- Use walk times, not distances. It is more intuitive to understand that parking is a “5-minute walk away” rather than using measurements such as quarter miles or feet. Blocks may also be an appropriate measurement.
- Integrate with other destinations. Once parked, everyone becomes a pedestrian who must travel to their destination on foot. Importantly, they also need to find their way *back* to their parked vehicle. Thus any wayfinding program in downtown New Bedford should include both parking and key destinations to help guide this foot traffic.
- Challenges of the one-way system. When considering where parking signage should be, one important characteristic of downtown to consider is the one-way system, and where both vehicle and pedestrian traffic may need help navigating a circuitous or unintuitive route. This is further addressed in Recommendation 6.1.

3) Parking Information:

Communication, meter-labeling, and other signage regarding enforcement should be clear, convenient to find, and consistent with actual policy. As policy changes and new enforcement procedures are put in place, all communication—including signage and meter labels—should be updated to reflect those changes. In cases where this information does not accurately reflect actual policy, we recommend that the implementation of new policy is coordinated with the addition of new signage. In cases where information can be easily updated with little expense, we recommend those updates be carried out regularly so as to be as up-to-date and accurate as possible.



DOWNTOWN & WATERFRONT PARKING STUDY

5.2 IMPROVE LIGHTING AND SAFETY

Similar to the challenge of a one-way street network, poor lighting and the perception of an unsafe downtown environment is a barrier to the efficacy of a parking system. A large quantity of parking supply may lay unused within a short walk of areas of high demand, but a lack of lighting and poor safety perceptions can be a barrier to potential parkers.

Why Do It?

Particularly at night, the City has an abundance of cheap, unregulated and often free available parking supply within a short walk of destinations that are heavily congested and with no or limited parking. Strategies to connect customers and downtown visitors to available parking must be multi-pronged – including better information, pricing incentives and signage. Another one of these prongs is better lighting and safety. Upgrades to lighting can be expensive. Many municipalities are installing brighter, LED lights. This is likely not an option within the City's historic district, but on a few key corridors, better lighting will connect large amounts of available parking supply to evening restaurants, bars and live music venues. Better lighting does not have to be limited to streetlights; it can take the form of architectural up-lighting, environmental lighting (such as lighting trees, street furniture, and other fixtures), and creative placemaking. See section 6.2 for suggested ways of funding pedestrian amenities and demand reduction measures.

How Would it Work?

This plan recommends focusing on a few key corridors including:

- South Second Street between William Street and Spring Streets – this would connect hot spots of demand on William Street with available supply in the Zeiterion Garage
- Acushnet Avenue between Union and Elm Streets – connecting demand on William and Purchase Streets with available supply in the Elm Street garage
- Other priority corridors might include: North Second Street between William and Elm and cut-through, walking routes such as Mechanics Lane, Dover Court, and Sears Court



6.0 MULTI-MODAL NETWORK IMPROVEMENTS

6.1 REVISIT DOWNTOWN ONE-WAY SYSTEM

Numerous municipalities across the country and in the Commonwealth, such as Lowell and Hull, are two local communities that have elected to reverse decades old practice of one-way street networks in favor of restoring two-way traffic. One-way systems were originally implemented in the highway building era based on the belief that they solved peak hour traffic congestion by getting traffic in and out more efficiently. As vibrancy returns to downtowns such as New Bedford's, these one-way corridors may be impeding navigation and walkability.

Why Do It?

One-way pairs such as South Sixth Street and Pleasant Street are high-vehicle speed, with two travel lanes presenting a “double-threat” to people crossing on foot. For example, traffic moves at speed coming off Route 18 and onto Elm Street,

effectively limiting the appeal of the Elm Street Garage as a place to park for those on foot who may choose to park at Elm Street Garage and then walk to downtown destinations. The one-way section of Elm Street beginning at Pleasant Street and running westerly also prevents easy access to Elm Street Garage from motorists coming off of Route 6 or south on Purchase Street. One-ways also run through the heart of Downtown, serving as a barrier to those on foot wishing to walk between parking facilities and popular destinations downtown, thereby “limiting the reach” of the parking system much in the same way poor lighting levels and lack of signage affects access to parking.

Two-way traffic has multiple benefits including:

- Improving pedestrian safety and access compared to higher-speed one-way streets
 - Two-way streets generally support lower vehicle speeds
- Improving circulation and connectivity
 - New Bedford's historic street grid is especially suited with shorter blocks allowing greater trip distribution
- Reducing circling and driver confusion;
- And helping the legibility of Downtown and the parking system, especially to first-time visitors



Figure 17 One-way systems are a barrier to walkability



DOWNTOWN & WATERFRONT PARKING STUDY

How Would it Work?

Implementation or restoration of a two-way system may require further study including traffic data collection and analysis, network modeling, public process, conceptual and final plans and funding – usually with matching funds at the State level such as MassWorks. At the outset, a planning study will daylight the multiple benefits of replacing a one-way system with two-way streets. Key stakeholders must be included in the outreach, especially police and emergency services, local transit providers and downtown stakeholders. Out of necessity, this is a longer-term strategy that requires significant lead time and coordination.



DOWNTOWN & WATERFRONT PARKING STUDY

6.2 INVEST IN PARKING DEMAND REDUCTION MEASURES

Like many Parking Authorities and municipalities concerned with parking, the focus is typically on supply-side challenges and solutions. This is a natural response to the common complaint of there “not being enough parking” and the correct assumption that parking is often the key to unlocking economic success. Flipping this supply-focused approach on its head, and instead focusing on demand-reduction measures can get at the root of reasons why people choose to drive and park in the first place. And the solutions: providing people with an opportunity to re-consider driving downtown and instead walk, take the bus, carpool or bike, helps reduce the need to provide, maintain and operate parking.

Why Do It?

Based on the survey conducted as part of this study, 90% of respondents reported driving alone to get downtown. In addition, respondents cited a desire to see better walking, lighting and bikeshare amenities downtown. The benefits of safer more comfortable amenities, programs and incentives for people on foot, travelling by bike, in car share on the bus are numerous. Some are listed below:

- Reduce demand for parking – while mode shift away from driving alone may be modest, by targeting those within walking and biking distance there is potential for a reduction in driving demand
 - o Less demand for parking also reduces pressure to provide new parking and associated maintenance and operations costs
- Capitalize on high daily student populations in Downtown New Bedford both from UMass Dartmouth and Community College
 - o Car ownership levels tend to be lower amongst students, and willingness to hop on a bike or walk, is that much higher than other groups
 - o UMass Dartmouth is also a potential partner in initiating and supporting a strong biking culture downtown
- Establish New Bedford as a City that embraces multi-modalism and current trends in travel – especially geared toward potential new residents and investors

Parking Survey Responses

What Should the City Do To Improve Parking?

- 30% responded to either improve walking (14%) or lighting (16%) – these were second to only adding more parking
- Better Signage (6%)
- More bikeshare (2%)

How Would It Work?

Investments in non single occupancy vehicle (SOV) modes and demand reduction measures are described in a suggested implementation table below. Figure 18 provides a map of suggested corridors for consideration for bicycle improvements, with an overall goal of creating a network with both north-south and east-west links.

- Work with Parking Commission to integrate parking locations in pedestrian-level wayfinding



DOWNTOWN & WATERFRONT PARKING STUDY

- Pedestrian-level signage should help facilitate a “park-once” environment by helping pedestrians find their way back to their vehicles
- Consider funding lighting, crosswalk improvements, or other repairs with parking revenues
- Improve lighting on key routes to public garages to support greater nighttime use
- Use parking revenues to fund streetscape and sidewalk improvements, bicycle parking, and other multimodal facilities.
 - Provision of secure bicycle racks shows that the City is welcoming to bicyclists and may encourage travel by bicycle instead of by personal vehicle, helping to alleviate the parking crunch
- It is recommended that the City undergo a comprehensive bicycle master planning effort
 - This could incorporate a re-evaluation of the one-way system – see prior recommendation

Suggested Multi-Modal Improvements

Mode	Strategy	Suggested Investment	Planning-Level Cost
Walk	▪ Improve lighting on key corridors – may include upgrading to LED lights	▪ Acushnet between Zeiterion Garage and William Street and streets between Elm Street Garage and Downtown core	\$\$
Bicycle	▪ Audit downtown streets for overall bicycle levels of bicycle comfort	▪ Planning Staff time	\$0
	▪ Complete regional network connections to Downtown	▪ Focus on connections to existing path from Route 6 bridge to Union Street	\$\$
	▪ Initiate Downtown bicycle network	▪ Focus on highest demand corridors, connections to destinations – UMass Dartmouth for example (see NACTO for design standards)	\$\$\$
	▪ Add weather-protected and secure bicycle parking	▪ Prioritize high-visibility, most convenient locations in public garages and one or two on-street locations	\$\$
	▪ Upgrade to best practice bike racks	▪ Upgrade to inverted U racks	\$\$-\$\$\$
Electric Vehicles	▪ Add EV charging in one or two high-visibility curbside locations	▪ This might include Bristol Community College and UMass Dartmouth – students tend to be early adopters	\$\$\$
Transportation Demand Management	▪ Incent walk, bike carpool and car share commuting	▪ This might begin with City financially incenting employees that turn in their parking permits	\$\$



DOWNTOWN & WATERFRONT PARKING STUDY

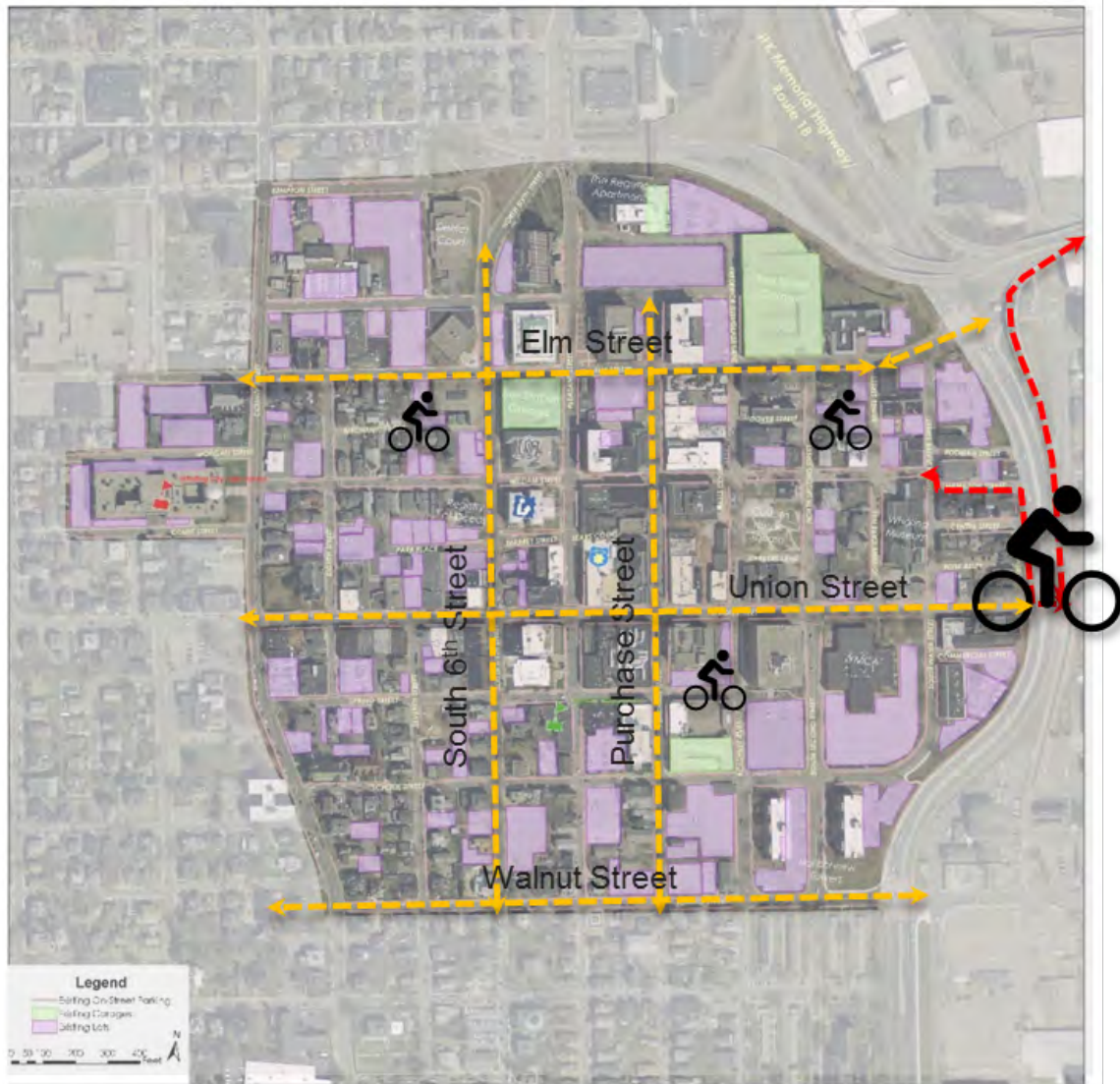


Figure 18 Conceptual bicycling emphasis corridors in downtown New Bedford



7.0 WATERFRONT PARKING STRATEGIES

There are multiple entities that control parking on the waterfront, including the State and the New Bedford Port Authority. The New Bedford Port Authority operates somewhat independently of both the City and New Bedford and the State, as it is a state-created entity that manages City owned land at the waterfront. The Mayor of the City of New Bedford is the chair of the NBPA, and together with six other members directs the NBPA. The State Department of Conservation and Recreation (DCR) owns the State Pier on the waterfront, which MassDevelopment manages on DCR's behalf. In addition to these ownership and management relationships, there is a layer of leases as well. Sea Streak leases spaces from the State at the State Pier for valet operations. In 2018, Sea Streak also leased the Whale's Tooth Lot from the NBPA for a flat rate and ran operations there.

In addition to this complex system of ownership, management, and leasing, there is also a variety of groups who require access to the waterfront for both short- and long-term, overnight, and/or seasonally. These include:

- Local businesses that operate during the day
- Restaurants, which generate evening demand and have seasonal schedule changes
- Ferry patrons, who also have seasonal schedule changes
- The fishing industry, that requires overnight parking throughout the year
- The general public, who may have business to conduct on the waterfront and/or in downtown, as well as accessing ferry services
- Special events

Together, these overlapping management entities and varieties in user groups make for an extremely complex parking management system. Specific challenges include:

- Lack of coordination
- Inconsistencies in pricing and management, including prices that do not reflect the value and demand of spaces
- Burdensome management and administration for the NBPA
- Growing demand from ferry uses
- Antiquated technology and administrative systems
- Seasonal demand
- Underutilized spaces, particularly in the off-season

The recommendations outlined below will not be a “silver bullet” for the waterfront parking system but strive to gradually create a system that is simple and both easier to administer and understand. It is also important to note that while each recommendation on its own may represent an incremental improvement, they are also interdependent and will be more effective if implemented as a package. Specific goals that the study developed for the waterfront include:

- Develop a Parking Vision for the Waterfront
- Streamline / Rationalize Parking Regulations
- Streamline the Parking Pricing System
- Modernize NBPA Parking Operations



DOWNTOWN & WATERFRONT PARKING STUDY

7.1 CREATE WATERFRONT PARKING COORDINATION COMMITTEE

Creating a forum where waterfront stakeholders can talk to one another has the potential to help alleviate some of the coordination issues on the Waterfront and in downtown New Bedford in general. This group would consist of players with a large stake in how the waterfront operates, and would meet periodically to set prices, plan for the future, and address other issues as they arise. In addition, this forum would provide a consolidated outlet for smaller stakeholders such as restaurants, potential developers, and/or event planners to discuss upcoming challenges and plans.

Why Do It?

With three different management entities, two land owners, and located right next to destinations in the City of New Bedford, the parking system on the waterfront is complex. In addition, there is no unifying vision of how the parking should be used. One side effect of this is that these competing entities have set prices in isolation, without regard to the effect that they may have on demand elsewhere.

How Would It Work?

Since the City of New Bedford is in a leadership and ownership role on the NBPA as well as the general downtown parking system, it would be a logical “champion” for this group. The City could convene a group comprised of representatives from:

- NBPA
- Sea Streak
- MassDevelopment
- City of New Bedford Parking Commission
- City of New Bedford Planning

This group does not have to meet frequently; for example, it could meet twice annually: in the fall to debrief the summer season and develop ideas for the next year, and the spring to continue momentum on planning efforts in preparation for the busy season. Potential topics to tackle, derived from stakeholder meetings through the course of this study, include:

- Visioning and goals for the waterfront
- Coordination of prices to match demand
- Implementation of improved payment technology
- Event management
- Parking utilization monitoring and reports. This is both helpful to understand how the system is functioning as well as in order to plan for how potential development may be accommodated in the future.



7.2 COORDINATE WITH EXISTING WATERFRONT INITIATIVES

In 2016, New Bedford developed a waterfront framework plan. This was then followed with the development of a Waterfront Redevelopment Plan (August 2018). The latter focusses on areas located north and south of the waterfront Study Area addressed in this report. The waterfront framework plan contains robust strategies to better integrate and connect Downtown with the waterfront. The figure below shows a concept for the State Pier. With the potential changes stemming from immediate development interest as well as more long-term projects such as South Coast Rail, it will be vital to support the continued growth of the waterfront with an effective parking and mobility strategy.



Figure 19 Concept for the State Pier, Waterfront Framework Plan (2016)

Source: Sasaki

Why Do It?

Rather than serving as an obstruction, the parking system should work in service of the larger vision for the waterfront. An overall framework for the Waterfront as defined by this study will help guide how the parking system should be managed into the future. As Recommendation 7.1 highlights, the need for coordination amongst entities is apparent, and a Vision Plan process should create a set of common parking and mobility goals for those entities to work toward. This would address themes such as:

- Current and future parking management goals/areas of mutual benefit
- Specific mobility improvements such as better walking and biking connections between Downtown New Bedford and different parts of the waterfront and the rest of the City
- Strategies to support access to waterfront-related uses and employment centers and growing demand for other restaurant and entertainment uses



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How Would This Work?

Since the central waterfront area is small and is in a key strategic location relative to Downtown New Bedford, it is in the City's best interest to lead this process. However, this will require close coordination with the State to understand the implications of changes in ferry service, South Coast rail, and the fishing industry. Ideally, a visioning process would result in:

- Unified parking and mobility goals for all waterfront stakeholders
- More detailed future build-out scenarios and an understanding of the parking needs and implications of each
- Potential additional investments in improving multi-modal access

Particular considerations for South Coast Rail from the parking perspective include:

- How to balance access for different user groups, such as potential new commuters, ferry users, and today's business owners with potential new development
- Design standards for development near the station
- Shared parking opportunities for commuter and/or new development access
- How programmatic parking management, such as pricing and prioritized access for other modes, can support the larger waterfront vision
- Integration with the overall New Bedford parking management system
- Monitoring and adjusting



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7.3 SIMPLIFY PARKING MANAGEMENT

As Figure 20 shows, the parking system on the waterfront consists of at least 20 different regulations, all of which can change as necessary to accommodate seasonal demand. As the waterfront has quite a few major entities who are either managing or owners of this parking, this complex system is somewhat unsustainable. In addition, to the user, it is not easy to figure out where and/or how to park.

Why Do It?

Today's complex system requires significant NBPA resources in particular to administer and is confusing for visitors to the area to understand. Although not all waterfront parking is under the control of the NBPA, the agency issues dedicated permits for some spaces, regular permits for others, regular permits for others, overnight permits for the fishing industry, and more. To the visitor, the system appears complex and unclear, with some spaces lacking signage all together. Rather than a system where all management falls to a variety of local and statewide entities, letting price and availability dictate how users access the waterfront would be clearer, simpler, and ultimately save time and resources.

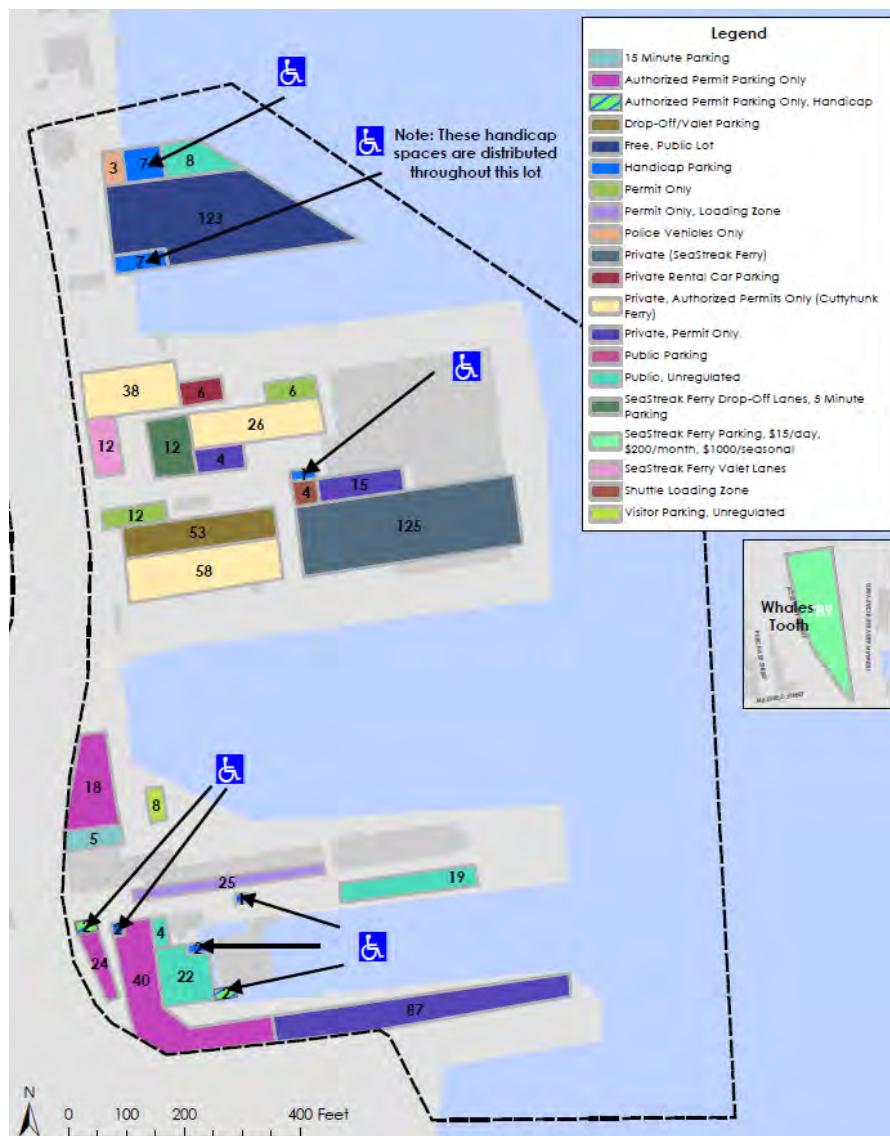


Figure 20 Waterfront Parking Regulations, per available signage

How Would It Work?

The following recommendations overlap to create a clear, easy-to-use system that ultimately utilizes spaces as efficiently as possible:



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- A. **Continue the practice of not dedicating spaces.** This is a best practice that allows people to maximize the use of each space, rather than restricting one space to one use or user that may leave the space unoccupied and inaccessible for large stretches of time.
- B. **For daily users such as businesses open during the weekday, do not assign to a specific lot.** This will reduce the administrative burden of maintaining specific permitted spaces for particular users. Utilization counts show that occupancy patterns should allow people to park very close to their destination on a typical day.
- C. **Charge a simple fee for NBPA spaces based on a scale of space use, eliminating the need for a permit system.** Today's system does not have an occupancy problem, rather the NBPA noted that revenues collected do not cover the cost to maintain and operate the parking system for these users. This limits the need for a permit system to maintain availability for specific user groups; instead the price of long-term impacts on the parking system should be set to mitigate the impact that businesses have on the parking system. By linking the fee to impact rather than specific vehicle counts, the NBPA should be able to simplify the system. In addition, the overnight parking limitation will limit the encroachment of ferry users on prime spaces for these businesses. A fee structure should be linked to the potential impact of a given business, for example:
 - a. **1-10 spaces:** Monthly fee of \$300
 - b. **10-20 spaces:** Monthly fee of \$500
 - c. **20+ spaces:** monthly fee of \$1,800

It may be prudent to start with a fee structure that holds the cost for each entity relatively constant compared to today, but with the ability to escalate as necessary to manage demand.

- **E. Separate parking costs from fishing dockage fees.** Unbundling parking pricing (and allowing fishermen to pay by the day) may lower overall costs for those who may not wish to park a car with each dockage license.
- **As necessary, limit access to specific docks (this can be part of Waterfront Access Plan).** As an important part of the New Bedford economy, the NBPA may need to implement special protections for the fishing industry. As demand grows for other spaces, the NBPA should continue to monitor, and it may become necessary to develop a gate or other system to limit access to specific docks for the fishing industry.
- **Sell overnight parking to ferry users at a price equal to or higher than State Pier Valet.** To limit administrative burden, this parking should be available through a kiosk or other vending device rather than requiring people to come to the NBPA office. This will also limit confusion, as most members of the general public will associate overnight parking with the ferry system. This will use excess parking to earn revenue for the NBPA, while opening up extremely convenient parking for ferry users who have low price sensitivity (those looking for a cheaper option may still park more remotely). This recommendation should be coordinated with updated technology as necessary (Recommendation 4.3)



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- **In the long-term, consider metering spaces for the general public as well as today's permit holders.** This is a longer-term recommendation that would allow the market to manage the parking system. Based on current utilization patterns, it will be key to coordinate and set the price below downtown New Bedford (currently <\$1 per hour). Coordination is another recommendation; see **Waterfront 7.1**. For businesses that attract high volumes of customers, such as restaurant operators, this system should allow for restaurants to validate customer parking and pay the NBPA the same fee directly. This recommendation should be coordinated with updated technology as necessary (Recommendation 4.3)

7.4 STREAMLINE PARKING PERMIT SYSTEM

Permit systems often evolve organically and can be out of sync with larger goals or coordinated management. While necessary in some special cases, using price to recover costs and mitigate demand is a best practice and may simplify operations for the waterfront. Many of the recommendations in 7.3, above, cover this.

Why Do It?

Today, the NBPA is spending significant time and resources administering the permit program. For example, the NBPA must fill out parking passes for individuals in the fishing industry associated with dockage fees. There are also long-term permits for the Whale's Tooth Lot, a permit system for some weekday users, as well as potentially other permits used in special circumstances.

How Would this Work?

- Eliminate monthly permits for the Whale's Tooth Parking lot. If necessary, long-term users could receive a code to use at parking kiosks to receive discount parking.
- Use parking kiosks in all lots and eliminate the permit system. As described in Recommendation 1.0, using price to manage demand will create systemwide efficiencies.
- Pursue technology upgrades to administer permit system. Recommendation 4.3 gives an overview of potential technology upgrades that will make the system more user-friendly, as well as save time on the back end for NBPA. In particular, the NBPA should explore a license-plate based permit system enforced through LPR. (See Recommendation 4.3)

7.5 ESTABLISH SINKING FUND AT THE NBPA FOR WATERFRONT IMPROVEMENTS

A sinking fund is way for an entity to put aside money for a future capital expense or to repay a debt on a bond. For the NBPA, this may be a way to finance future waterfront improvements connected to better public access, more safe walking and multi-modal connections, a waterfront walking path, better and safer separation between waterfront dependent uses and the public, parking lot improvements and future solutions for displaced parking as a result of new parking demand from



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South Coast Rail. This might include construction of new parking areas in the underutilized waterfront areas located immediately south of the Study Area.

7.6 OPEN UP STATE PIER FOR GENERAL OFF-PEAK SEASON PARKING

Although they are often considered separately, the downtown and waterfront parking systems are not physically very far apart. This recommendation represents one synergy that could potentially benefit users of both systems. As downtown and the waterfront develop, there are likely additional ways in which the parking systems should work in coordination to support access to the City overall.

Why Do This?

The parking utilization counts showed that on a typical day in the spring, there is ample availability at the State Pier. With a location directly across Union Street from downtown and a recently improved intersection, this parking could serve as a valuable asset to downtown in the form of remote parking. For example, the Pier is less than a five-minute walk, including an allowance for some pedestrian delay at the MacArthur/JFK/Union intersection, from the Whaling Museum.

How Would This Work?

The City would likely need to lead this effort, which would require coordination with the owner, DCR, and the manager, MassDevelopment. Specifically:

- Coordinate pricing to match demand. At first, this lot is not going to be in high demand and may not require any pricing at all. However, as demand increases, and for special events, there may be a need to use a pricing system.
- Develop a seasonal payment system. This could be a gate arm that remains open through the summer, or a kiosk that is “bagged” for the summer. The gate arm may be a better option for intermittent use.
- Develop a revenue-sharing agreement as necessary. To incentivize the State to open this parking to the general public going to New Bedford, any revenues gained from operating this lot should be shared.
- Monitor and adjust. This applies to almost all recommendations and will be crucial here to develop appropriate pricing.



8.0 PREPARE FOR FUTURE DEVELOPMENT

To understand the impact of future development in downtown New Bedford, the study team performed a planning-level analysis using a combination of the Urban Land Institute's (ULI) *Shared Parking Model* and the Institute for Transportation Engineers (ITE) *Parking Generation*. The analysis:

- Creates a New Bedford specific parking demand ratio for each hour of the day based on existing land uses and observed parking demand
- Uses that ratio to estimate parking demand for additional development
- Provides some insights into the potential capacity available for additional downtown development

Land Use in Downtown New Bedford

New Bedford's downtown land uses reflect its character as a mixed-use center, including apartments, office uses, educational institutions, and a variety of retail. Figure 21 below provide a summary of estimated land uses in the "core" of the study area based on general categories.

Use	Est. Size ²
Theater	1,200 seats
Retail	200,000 square feet
Restaurant	40,000 square feet
Warehouse	40,000 square feet
Office	1,100,000 square feet
Apartments	1,400 units
College/University Population	5,600

Figure 21 Estimated Land Uses in Downtown New Bedford Parking Study area, per MassGIS Assessing Data downloaded 2018.

This study provided a planning-level review of today's parking demand, which provides insights into how future developments in downtown New Bedford will function as well as some insights into how much capacity there is to support additional development.

Model Methods and Results:

The Institute of Transportation Engineers (ITE) publishes *Parking Generation*, widely considered the national standard for evaluating parking demand, although it is not perfectly applicable to downtown environments. The report collates data from parking studies nationwide completed by consultants, public agencies, and developers. Most of these studies consider single-use environments in more suburban contexts than downtown New Bedford. However, ITE parking ratios provide a benchmark understanding of "real-life" parking demand by land use.

² Assessing data does not provide information on campus populations or theater seats. The Stantec team estimated these based on online research.



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The Urban Land Institute (ULI) publishes the *Shared Parking Manual*, which provides analysts with a standard methodology to estimate real demand over time in a mixed-use area like downtown New Bedford. This type of analysis is meant to more realistically reflect demand patterns that vary by use throughout the day. For example, demand at an office is low in the middle of the night, at its peak in the middle of the day, and drops off in the early evening. Conversely, a dinner restaurant may have little to no demand during the day and peak demand around the dinner hour.

Using the ULI methodology, Stantec modeled estimated demand in downtown New Bedford, then compared it to the counts observed in the field. Field counts (shown in grey) show that the model is a decent fit for approximating parking demand downtown. Figure 22 shows the results of the modeling exercise.

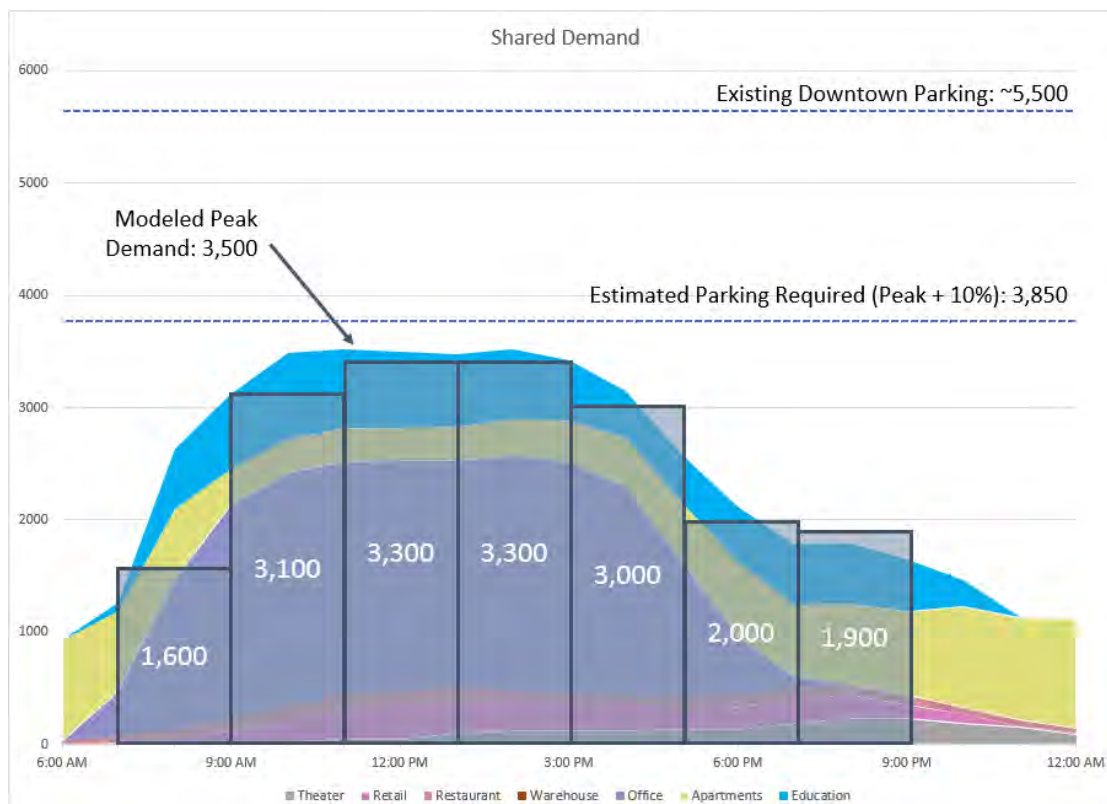


Figure 22 Existing Parking Demand in Downtown New Bedford, with observed utilization counts for comparison³

With this as a baseline, the study tested a development scenario where approximately 410 residential units were added to the existing inventory⁴. Figure 22 below shows the modeled results; a slight increase in peak demand, with ample room for additional development using existing parking.

³ This modeling exercise requires several assumptions, including vacancy rates and travel context factors that reduce modeled parking demand to account for New Bedford's multimodal environment. The model does assume an event at the Zeiterion.

⁴ This is based on information from the City of New Bedford regarding proposed Downtown development



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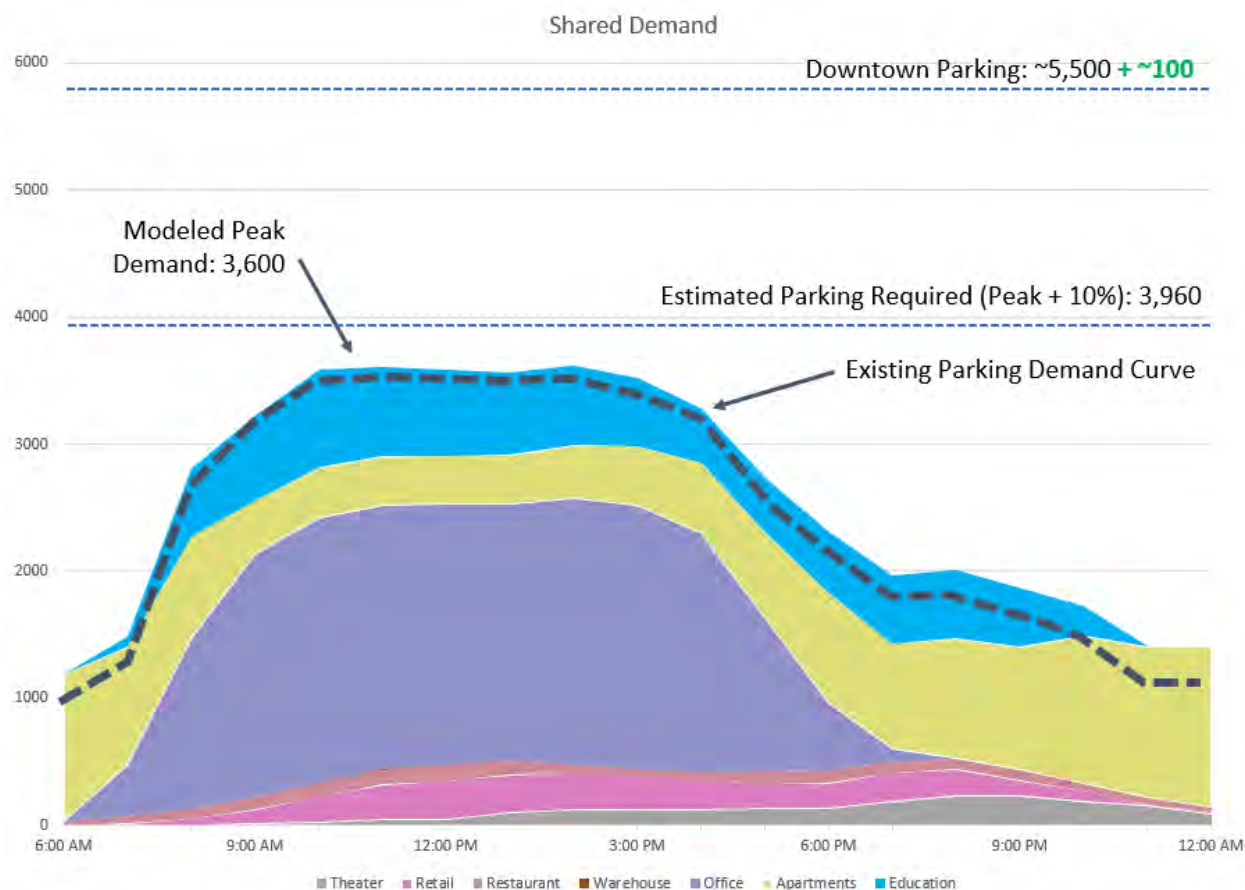


Figure 23 Parking Demand based on an additional ~400 units in downtown

It is important to note that this is a **sketch level analysis, meant to illustrate overall trends and development potential**. For example, this analysis assumes that all parking can serve all uses in the downtown, while under current conditions parking may be located outside an ideal walk, transit ride, or bicycle ride to a given destination. A more specific study may be necessary to determine parking needs for new developments.

However, this exercise illuminates several key findings, including:

- There is more than enough parking to support additional development, even if today it is not all open to the public. At peak, nearly 1,700 spaces are empty in the downtown (more are available at the waterfront). Through shared parking agreements, revenue sharing, and other tools recommended elsewhere in this study, this parking could support additional development. That development can be “downtown-friendly” in that it could be infill, adaptive reuse, or buildings build without their own parking to break up the active urban landscape.
- Many land uses are complimentary from a parking perspective, most notably residential and office, or evening restaurant and a daytime use such as some universities, retail, or office. Development concentrated in these hours could take advantage of existing parking that is left empty, as shown in the “shoulders” of Figure 22 and Figure 23 above.



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- Office uses drive much of the parking demand in New Bedford (shown in purple on the figures above). Transportation Demand Management (TDM) programming that focuses on these users thus may have a relatively higher impact on driving down overall parking demand.

How Would This Work?

There are several steps the City can take to prepare for additional development, both immediate and long-term. These include:

- Carefully consider a Residential Parking Permit (RPP) program. This type of program requires careful consideration as it can be challenging to administer and can contribute to poor parking management if not integrated into the system. However, an RPP program can also be a good way for the City to use underutilized publicly available parking to support residential development. Specifically, the City could sell RPP permits to park in underutilized on- or off-street publicly available parking, such as the garages or streets outside the downtown core. For a program like this, it will be important to consider:
 - Setting the price appropriately to manage demand. This may include escalating the price for additional permits per household and reserving the right to change the price as necessary
 - Using appropriate methods to verify City residency
 - Where overnight parking will happen during a snow ban, if necessary to maintain the City's plowing program
 - Monitoring and adjusting price and/or parking location to create appropriate availability
 - Using a license plate-based program to avoid abuse of the RPP system
 - The City should not allow 24-7 or other restrictions on public spaces; this will interfere with the natural ebbs and flows of market demand and will prevent parking from being efficiently utilized
 - This should be implemented gradually as the market for Downtown living becomes more robust and especially in areas where alternative parking options are limited such as the Historic District
- Develop flexible parking and transportation standards that allow developers to build in New Bedford's mixed use, urban context and that help prepare the downtown for changes in mobility such as the growing micromobility industry or autonomous vehicle (AV) technology. It is not clear how the industry will change in the next 5, 10, or 20 years, so these recommendations generally aim to create a flexible environment that allows developers to build in a way that is sensitive to a downtown mobility context. It is important to note that Stantec has not performed an exhaustive review of New Bedford's zoning code, so the below are simply planning-level considerations:
 - Fee in-lieu of Parking Program.** This would allow smaller developments to pay "in lieu" of providing parking, while larger developments would be incentivized to either significantly support City resources or to build their own publicly available parking.
 - Conditional Parking Waiver.** This allows a change of use below a certain threshold without requiring additional parking provision.



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- **Flexible Shared Parking.** That allows a five-minute walk radius, keeping agreements on file, and providing a clear set of calculations as to how the development community can determine parking needs.
 - **Downtown Mobility Goals.** Adopting language that explains the goals of the City's parking management system will help to communicate to the broader public and development community.
 - Standards for Bike Parking/New Mobility Options, such as bicycle parking, micromobility options (bikeshare, scootershare), preferential carshare and/or vanpool parking, and transit provisions
 - Including transportation demand management programming requirements, such as separating the cost of parking from units in sales or rent.
 - Adopting lower parking minimums or even maximums in accordance with the findings of this study
- When necessary, expand City-owned public parking supply within the framework of the existing management system. As demand rises, it may become appropriate to consolidate surface lots into a parking structure or off-site parking location. Important considerations include:
 - **Cost** – structured parking is expensive at approximately \$25,000 per space for the Boston area.⁵ It may be more cost effective to work with local property owners to unlock currently restricted supply, or to provide additional transportation options such as improved transit, better walkability, etc.
 - **Access** – all new public parking should be publicly accessible at all times and managed in concert with the rest of the system.
 - **Phasing and monitoring** – if possible, it may be prudent to phase in new parking in such a way that the City can monitor and adjust for additional needs, particularly given the uncertain future of transportation and parking needs.
 - **Design** – any new structured parking should include active uses such as retail, office, and/or even residential to continue New Bedford's vibrant pedestrian environment. It is also important to consider things like access to bicycle parking, access for people walking, and consolidating driveways to minimize conflicts with other modes whenever possible.

IMPLEMENTATION MATRIX

An implementation matrix is provided on the next page. Please note:

- The numbering of strategies generally matches the preceding text in this document; and
- Items highlighted in yellow are of more immediate importance

⁵ Source: Parking Structure Cost Outlook for 2018, WGI <https://wginc.com/wp-content/uploads/2018/07/Parking-Construction-Cost-Article-17x11-8.5x11-Pages.pdf>

STRATEGIES/RESPONSIBILITY	Immediate Actions (< 1 year)				Short-Term Actions (1-3 yrs)				Mid to Long-Term Actions (3+ yrs)			
	Recommendation	Actions			Recommendation	Actions			Recommendation	Actions		
1. Create Parking Availability Where It Is Needed <i>Who: Traffic Commission, Communication Division, Chamber of Commerce</i>	1.1 Restructure Parking Pricing to Create Availability in the Core	Coordinate onstreet regulatory changes with Traffic Commission	Vet pricing approach at public meeting	Implement incremental price adjustments, based on monitoring efforts	1.4 Designate Employee Parking Lot	Identify potential lots: YMCA to south, Bank of America to north	Sign/mark employee lots, add safety features	Work w/downtown businesses to promote employee awareness	Expand employee parking program as needed			
	1.2 Create New Zonal/Simplified Parking System	Designate zones based on demand	Conduct counts to assess effectiveness of zones		Adjust zones based on observed demand	Conduct counts to assess effectiveness of zones	Adjust zones based on observed demand					
	1.5 Extend Parking Meters	Prepare information on the "why" for businesses	Target highest demand streets		Extend to 9:00 pm/ coordinate w/free parking in garages	Conduct evening counts in garages/at on-street meters	Adjust evening meter pricing					
	1.3 Incent Nighttime Use of Parking Garages	Designate free parking in garages after meters shut-off	Work with local businesses to promote		Add Parking Meters	Add meters in key locations such as Johnny Cake Hill & Bethel Street						
2. Incent Public Use of Private Supply <i>Who: Chamber of Commerce, YMCA/others</i>	2.1 Work with Private Property Owners to Open Up Supply	Develop in-house library of shared parking draft agreements, and FAQs	Develop information packets and marketing materials for landowners on benefits of shared parking program		2.2 Refine Shared Parking Ordinance	Update zoning to support shared parking opportunities						
3. Preparing for Transportation and Technology Changes <i>Who: Traffic Commission, Planning</i>	3.1 Prioritize High-Volume, Business Friendly Curb	Identify highest demand curbs, potential valet lot	Designate pilot valet/on-demand zone		Expand to include ride-hailing TNCs				Designate AV drop-off zones			
4. Enhance User Experience <i>Who: Traffic Commission, enforcement personnel</i>	4.1 Develop Customer First Approach	Discuss goals with current enforcement officers and solicit suggestions	Update enforcement policy. Re-write training, job descriptions- consider Barnstable approach using NPS model	Develop a compliance goal instead of violations	4.2 Work with Downtown Businesses on Unified Communications	Develop "how-to park" materials for businesses to share with customers	Develop parking map oriented to user groups: employees, daytime workers, restaurant patrons		4.3 Take the Frustration of Parking Payment	Invite parking vendors to pilot payment technologies	Upgrade parking meters to include more forms of payment	
					Re-brand Enforcement	Develop new branding based on customer-first						
5. Signage, Wayfinding, Lighting and Safety <i>Who: Public Works/Planning</i>	5.1 Enhance Signage and Wayfinding	Improve regional/intercept signage for Elm Street Garage	Improve walking signage between core area and available public parking		5.2 Improve Lighting and Safety	Target key corridors for lumens increases						
6. Multi-Modal Network Improvements <i>Who: Traffic Commission, Enterprise Fund, Planning</i>	6.2 Invest in Parking Demand Reduction Measures	Conduct multi-modal counts/identify highest-demand bike corridors	Pilot bike lanes, add covered bike parking		Consider issuing RFP for complete streets plan (addressing better walk, bike, bus, AV, EV network)	Add EV charging in one or two high-visibility locations	Develop pilot TDM program to incent City employees away from commuting in a car, solo	Expand TDM program to include partners such as UMass Dartmouth	6.1 Re-visit Downtown One-Way System	Issue transportation planning/traffic RFP	Based on findings implement two-way streets	
7. Waterfront Parking Strategies <i>Who: NBPA, partners at State</i>	7.1 Create Waterfront Parking Coordination Committee	Determine potential committee members	One-on-one meetings with potential committee members	Hold first meeting, focused on committee purpose and goals, Spring 2018	Hold second meeting, focused on implementing changes, Fall 2019	Meet to review Waterfront Access Plan as necessary	Continue to hold meetings every fall and spring		Continue to meet biannually and guide other waterfront-focused initiatives, such as South Coast Rail implementaiton			
	7.2 Develop a Waterfront Access Plan	Determine plan "champion" / project manager	Review New Bedford Master Plan and develop goals	Meet with State re: South Coast Rail schedule	Begin plan development		Finish plan development		Consider codifying plan requirements into design guidelines or zoning	Coordinate with South Coast Rail as necessary		
	7.3 Simplify Parking Management	Continue practice of not dedicating spaces	Remove designated lots for businesses	Consider charging a simple fee for HDC spaces based on scale	Consider selling overnight parking to ferry users, pilot	Separate parking costs from fishing dockage fees (limit access to specific docks as necessary)	Consider metering spaces for the general public, RFP process for potential vendors that can both help with permit administration and general public parking	Coordination via Waterfront Parking Coordination Committee	Implement metered spaces for the general public	Eliminate impact fee system and simply require all parkers to pay for use	Continue to sell overnight parking to ferry users / others	
								Implement technology upgrades to permit system				Monitor and adjust
	7.4 Streamline Parking Permit System	Eliminate monthly permits for the Whale's Tooth Lot	Pursue technology upgrades to administer the permit system, coordinated with potential future changes to overall system (i.e. LPR)		7.5 Establish Sinking Fund at the HDC for Waterfront Improvements			Use funds for technology upgrades	Use funds to implement Waterfront Access Plan improvements			
	7.6 Open Up State Pier for General Off-Peak Season Parking	Meet with State entities as necessary to discuss	Develop revenue sharing agreement	Pilot, potentially for special events		Implement more permanent public access tools, such as a gate arm	Monitor and adjust		Continue to monitor and adjust			

APPENDICES

- A. SAMPLE SHARED PARKING AGREEMENT
- B. MODEL SHARED PARKING CODE
- C. TECHNICAL MEMORANDUMS

Appendix A

Sample Shared Parking Agreements

Model - Shared Use Agreement for Parking Facilities

This Shared Use Agreement for Parking Facilities, entered into this ____ day of _____, _____, between _____, hereinafter called lessor and _____, hereinafter called lessee. In consideration of the covenants herein, lessor agrees to share with lessee certain parking facilities, as is situated in the City of _____, County of _____ and State of _____, hereinafter called the facilities, described as: [Include legal description of location and spaces to be shared here, and as shown on attachment 1.]

The facilities shall be shared commencing with the ____ day of _____, _____, and ending at 11:59 PM on the ____ day of _____, _____, for [insert negotiated compensation figures, as appropriate]. [The lessee agrees to pay at [insert payment address] to lessor by the ____ day of each month [or other payment arrangements].] Lessor hereby represents that it holds legal title to the facilities

The parties agree:

1. USE OF FACILITIES

This section should describe the nature of the shared use (exclusive, joint sections, time(s) and day(s) of week of usage.

-SAMPLE CLAUSE-*[Lessee shall have exclusive use of the facilities. The use shall only be between the hours of 5:30 PM Friday through 5:30 AM Monday and between the hours of 5:30 PM and 5:30 AM Monday through Thursday.]*

2. MAINTENANCE

This section should describe responsibility for aspects of maintenance of the facilities. This could include cleaning, striping, seal coating, asphalt repair and more.

-SAMPLE CLAUSE-*[Lessor shall provide, as reasonably necessary asphalt repair work. Lessee and Lessor agree to share striping, seal coating and lot sweeping at a 50%/50% split based upon mutually accepted maintenance contracts with outside vendors. Lessor shall maintain lot and landscaping at or above the current condition, at no additional cost to the lessee.]*

3. UTILITIES and TAXES

This section should describe responsibility for utilities and taxes. This could include electrical, water, sewage, and more.

-SAMPLE CLAUSE-*[Lessor shall pay all taxes and utilities associated with the facilities, including maintenance of existing facility lighting as directed by standard safety practices.]*

4. SIGNAGE

This section should describe signage allowances and restrictions.

-SAMPLE CLAUSE-*[Lessee may provide signage, meeting with the written approval of lessor, designating usage allowances.]*

5. ENFORCEMENT

This section should describe any facility usage enforcement methods.

-SAMPLE CLAUSE-*[Lessee may provide a surveillance officer(s) for parking safety and usage only for the period of its exclusive use. Lessee and lessor reserve the right to tow, at owners expense, vehicles improperly parked or abandoned. All towing shall be with the approval of the lessor.]*

6. COOPERATION

This section should describe communication relationship.

-SAMPLE CLAUSE-*[Lessor and lessee agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet on occasion to work out any problems that may arise to the shared use.]*

7. INSURANCE

This section should describe insurance requirements for the facilities.

-SAMPLE CLAUSE-*[At their own expense, lessor and lessee agree to maintain liability insurance for the facilities as is standard for their own business usage.]*

8. INDEMNIFICATION

This section should describe indemnification as applicable and negotiated. This is a very technical section and legal counsel should be consulted for appropriate language to each and every agreement.

-NO SAMPLE CLAUSE PROVIDED-

9. TERMINATION

This section should describe how to or if this agreement can be terminated and post termination responsibilities.

-SAMPLE CLAUSE-*[If lessor transfers ownership, or if part of all of the facilities are condemned, or access to the facilities is changed or limited, lessee may, in its sole discretion terminate this agreement without further liability by giving Lessor not less than 60 days prior written notice. Upon termination of this agreement, Lessee agrees to remove all signage and repair damage due to excessive use or abuse. Lessor agrees to give lessee the right of first refusal on subsequent renewal of this agreement.]*

10. SUPPLEMENTAL COVENANTS

This section should contain any additional covenants, rights, responsibilities and/or agreements.

-NO SAMPLE CLAUSE PROVIDED-

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

[Signature and notarization as appropriate to a legal document and as appropriate to recording process negotiated between parties.]

Please return to: Administrative Staff, Cary Planning Department, P.O. Box 2008, Cary, NC 27512-8005

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**SAMPLE
Shared Parking Agreement**

This Shared Parking Agreement ('Agreement') entered into this _____ day of _____, 200__ by and between _____, whose address is _____, and Parcel Identification Number (PIN) is _____ ('Lessor') and _____, whose address is _____, and Parcel Identification Number (PIN) is _____ ('Lessee').

1. To relieve traffic congestion in the streets, to minimize any detrimental effects of off-street parking areas on adjacent properties, and to ensure the proper and uniform development of parking areas throughout the Town, the Town of Cary Land Development Ordinance ('LDO') establishes minimum number of off-street parking and loading spaces necessary for the various land uses in the Town of Cary; and
2. Lessee owns property at _____, Cary, N.C. ('Lessee Property') which property does not have the number of off-street parking spaces required under the LDO for the use to which Lessee Property is put; and
3. Lessor owns property at _____, Cary, N.C. ('Lessor Property') which is zoned with the same or more intensive zoning classification than Lessee Property and which is put to a use with different operating hours or different peak business periods than the use on Lessee Property; and
4. Lessee desires to use some of the off-street parking spaces on Lessor Property to satisfy Lessee Property off-street parking requirements, such shared parking being permitted by the Town of Cary LDO, Section 7.8.3; and
5. Town LDO requires that such shared use of parking spaces be done by written agreement.

NOW THEREFORE, in consideration of the premises and the information stated above, the parties agree as follows:

1. SHARED USE OF OFF STREET PARKING FACILITIES

Per Section 7.8.2, Town of Cary Land Development Ordinance (Off-Street Parking Space Requirements), Lessor is required _____ off-street parking spaces and has _____ existing off-street parking spaces, which results in an excess of _____ off-street parking spaces. Lessee is required _____ off-street parking spaces and has _____ existing off-street parking spaces.

Lessor hereby agrees to share with Lessee a maximum of _____ off-street parking spaces associated with Lessor's Property, which is described in more detail on Attachment 1, attached hereto and incorporated herein by reference ('Shared Spaces').

Lessee's interest in such parking spaces is non-exclusive. The Lessee's shared use of parking shall be subject to the following:

[describe the time, days etc of the use and the nature of the shared use, limits on time vehicles may be parked, etc.]

2. TERM

This Agreement shall be effective upon execution by both parties and shall be accepted by the Planning Director and shall not be amended and/or terminated without written consent of both parties and the Cary Planning Director, or his/her designee.

3. SIGNAGE

Directional signage in accordance with Chapter 9, Town of Cary Land Development Ordinance and the written approval of Lessor may be added to direct the public to the shared parking spaces.

4. COOPERATION

The parties agree to cooperate and work together in good faith to effectuate the purpose of this Agreement.

5. SUPPLEMENTAL COVENANTS

No private agreement shall be entered into that overrides this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

(Lessor)

(Date)

(Lessee)

(Date)

(Planning Director)

(Date)

_____ COUNTY, NORTH CAROLINA

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

(Official Seal)

Signature of Notary Public

My Commission Expires

_____ COUNTY, NORTH CAROLINA

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

(Official Seal)

Signature of Notary Public

My Commission Expires



THE CITY OF SAN DIEGO

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

(THIS SPACE IS FOR RECORDER'S USE ONLY)

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT ("Agreement") is entered into and effective _____, 20____, by and between _____, _____ and the City of San Diego.

RECITALS

WHEREAS, pursuant to sections 142.0535 and 142.0545 of the Land Development Code, the City of San Diego specifies criteria which must be met in order to utilize off-site shared parking agreements to satisfy on-site parking requirements.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, _____, _____ and the City of San Diego agree as follows:

1. _____ the owner of the property located at _____, agrees to provide _____ the owner of the property located at _____ with the right to the use of (____) parking spaces _____ from _____ as shown on Exhibit A to this Agreement on property located at _____.

1.1 Applicant: _____ Co-Applicant: _____
Assessor Parcel No: _____ Assessor Parcel No: _____
Legal Description: _____ Legal Description: _____

2. The parking spaces referred to in this Agreement have been determined to conform to current City of San Diego standards for parking spaces, and the parties agree to maintain the parking spaces to meet those standards.
3. The Parties understand and agree that if for any reason the off-site parking spaces are no longer available for use by _____, _____ will be in violation of the City of San Diego Land Development Code requirements. If the off-site parking spaces are no longer available, Applicant will be required to reduce or cease operation and use of the property at Applicant's address to an intensity approved by the City in order to bring the property into conformance with the Land Development Code requirements for required change for required parking. Applicant agrees to waive any right to contest enforcement of the City's Land Development Code in this manner should this circumstance arise.

Although the Applicant may have recourse against the Party supplying off-site parking spaces for breach of this Agreement, in no circumstance shall the City be obligated by this agreement to remedy such breach. The Parties acknowledge that the sole recourse for the City if this Agreement is breached is against the Applicant in a manner as specified in this paragraph, and the City may invoke any remedy provided for in the Land Development Code to enforce such violation against the Applicant.

Continued on Page 2

4. The provisions and conditions of this Agreement shall run with the land for those properties referenced in paragraph 1 of this document and be enforceable against successors in interest and assigns of the signing parties.
5. Title to and the right to use the lots upon which the parking is to be provided will be subservient to the title to the property where the primary use it serves is situated.
6. The property or portion thereof on which the parking spaces are located will not be made subject to any other covenant or contract for use which interferes with the parking use, without prior written consent of the City.
7. This Agreement is in perpetuity and can only be terminated if replacement parking has been approved by the City's Director of the Development Services Department and written notice of termination of this agreement has been provided to the other party at least sixty (60) days prior to the termination date.
8. This Agreement shall be kept on file in the Development Services Department of the City of San Diego in Project Tracking System (PTS) Project Number: _____ and shall be recorded on the titles of those properties referenced in paragraph 1 of this document.

In Witness whereof, the undersigned have executed this Agreement.

Applicant

Date: _____

Deputy Director

Business and Process Management, Development Services

Party/Parties Supplying Spaces

Date: _____

Date: _____

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC. 1180 ET.SEQ.

DRAFT

PARKING EASEMENT AND MAINTENANCE AGREEMENT

Preamble and Recitals

This Agreement is entered into on _____ 2014 by and between Church of the Ascension, hereafter referred to as "Church," and Congregation Beth David, a California Non-Profit Religious Corporation, hereafter referred to as "Synagogue." Together, Church and Synagogue may be identified as the "Parties" herein.

A. Whereas, Church is the owner of certain real property situated in the City of Saratoga, Santa Clara County, California (hereafter referred to as "Parcel 1"), commonly known as 12033 Miller Rd., Saratoga, CA 95070, APN: _____ and more particularly described in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

B. Whereas, Synagogue is the owner of certain real property situated in City of Saratoga, Santa Clara County, California (hereafter referred to as the "Parcel 2"), commonly known as 19700 Prospect Rd., Saratoga, CA 95070, APN: 386-35-071 and 386-35-070 and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference.

C. Whereas, since the early 1970s, Church and Synagogue have shared parking and maintenance costs for those portions of Parcel 1 and Parcel 2 that are identified as a parking lot, as described by the parking diagram attached hereto as Exhibit C, and incorporated herein by reference. This Agreement is intended to memorialize the long-standing agreement in writing.

NOW, THEREFORE, in consideration of the mutual benefits bestowed by this Agreement, the Parties acknowledge that the above recitals are true and correct, and hereby agree to:

Grant of Easement

1. Church grants to Synagogue, and Synagogue grants to Church cross-easements, for parking on the terms and conditions set forth in this Agreement.

Description of Easement

2. The easement granted in this Agreement is an easement for parking on the cross-hatched areas identified in the Parking Lot Diagram attached hereto as Exhibit C.

A. Synagogue grants to Church the right to park on Synagogue's parking lots at any time where Church's parking needs exceed the available spaces on Church's own lots, (for example, but not limited to: Christmas and Easter);

B. Church grants Synagogue the right to park on Church's parking lots at any time where Synagogue's parking needs exceed the available spaces on Synagogue's own lots, (for example, but not limited to the Jewish High Holy Days).

C. Church grants to Synagogue an easement for shared use of the middle section of the parking lot indicated on the cross-hatched areas set forth in Exhibit C, attached and incorporated herein as if fully set forth.

Maintenance of Easement

3. The Parties may establish and assign maintenance, insurance and other obligations to each other that may be mutually acceptable without an amendment of this Agreement.

Indemnity

4. Synagogue will indemnify and defend Church for any claims filed by a visitor to Synagogue who utilizes Church's parking areas and files a claim against Church. Church will indemnify and defend Synagogue for any claims filed by a visitor to Church who utilizes Synagogue's parking areas and files a claim against Synagogue.

Attorneys' Fees

5. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

6. This Agreement constitutes the entire agreement between Church and Synagogue relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Church and Synagogue.

Binding Effect

7. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

Executed on _____[date].

CHURCH OF THE ASCENSION

By: _____, it's _____

CONGREGATION BETH DAVID

By: _____, it's President

Notary Acknowledgment

Attachments:

Exhibit A, Legal Description for Church

Exhibit B, Legal Description for Synagogue

Exhibit C, Parking Diagram

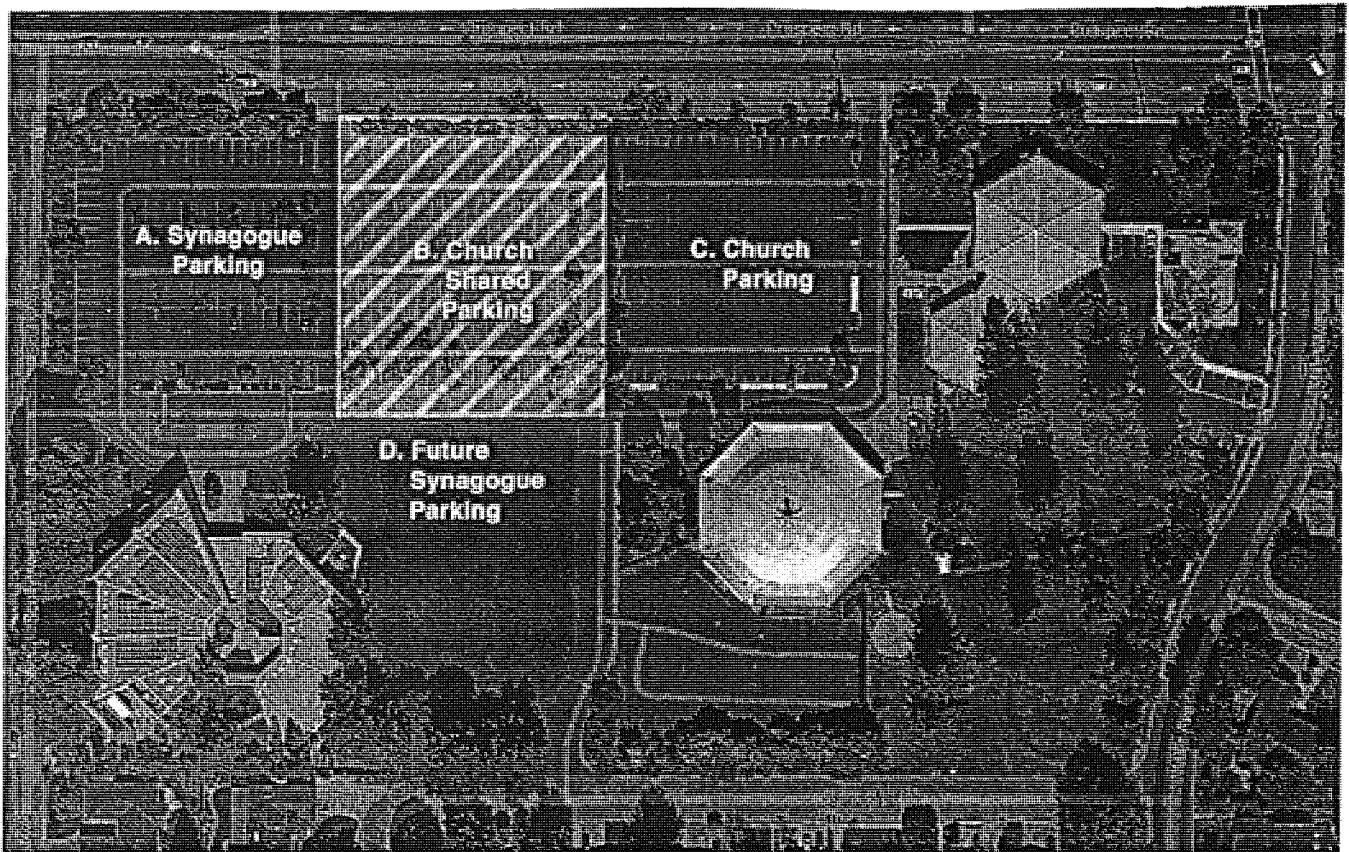
EXHIBIT A
Legal Description
Church of the Ascension

[to be supplied by the Church]

Exhibit B
Legal Description
Congregation Beth David

[to be supplied by Beth David]

Exhibit C
Parking Easement Diagram



LICENSE AGREEMENT

This Agreement is executed as of _____, 2006 by and between **BOSTON EDISON COMPANY** a Massachusetts corporation and electric company having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, hereinafter called the "Licensor", and the **TOWN OF LEXINGTON**, a Massachusetts municipal corporation, having a principal place of business at 1625 Massachusetts Avenue, Lexington, MA 02420, hereinafter called the "Licensee".

RECITALS:

WHEREAS, Licensor is the owner of a certain parcel of real property (the "Property") with an address of 4 Grant Street in the Town of Lexington, Middlesex County, Massachusetts, by virtue of deeds and other instruments recorded in the Middlesex South District Registry of Deeds, including but not limited to Book 3749, Page 370, Book 3773, Page 318, Book 5184, Page 296, and Book 5198, Page 21.

WHEREAS, the Licensee has requested permission from the Licensor to make use of a portion of the Property, said portion located outside the Licensor's electrical substation, hereinafter referred to as the "Licensed Area", which Licensed Area is shown on a plan entitled "Conceptual Parking Plan, 4 Grant Street, Lexington" attached hereto as Exhibit A, for the specific purpose of constructing, maintaining and operating a public, municipal parking lot.

WHEREAS, Licensor is willing to permit the use of the Licensed Area by the Licensee for such purposes, but only upon the terms and conditions hereinafter set forth; and

NOW THEREFORE, for and in consideration of such permission and the payments to Licensor described herein, Licensor and Licensee hereby agree as follows:

1. Licensee, its agents, contractors, employees, and invitees, including members of the public, may enter upon and use the Licensed Area for the purpose of constructing, maintaining, operating and utilizing a municipal parking lot. No other activity on the Licensed Area (specifically including, but without limitation, (a) maintenance, servicing or repair of motor vehicles, or (b) storage of vehicles, other equipment, machinery, or parts) is permitted hereby (with the exception of initial construction activity to prepare the Licensed Area for said permitted use, said construction activity shall proceed as set forth in Section 6). In its sole discretion, Licensor reserves the right under this Section to require Licensee to relocate or remove from the Licensed Area any item Licensor deems reasonably necessary to protect its electric facilities and operations. Upon verbal or written notice by Licensor to Licensee, Licensee shall relocate or remove any such items from the Licensed Area as soon as possible, but in all events within 24 hours.
2. Licensee, its agents, contractors, employees and invitees, shall have the right of ingress and egress over, across and upon the Licensed Area as necessary for the uses permitted hereby.
3. This License shall commence upon the issuance of all approvals and permits from the Town of Lexington or any other entity required by law for the

construction and operation of the Licensed Area for the specific and limited purposes stated herein, and shall continue for three (3) years from the earlier of (a) the date construction is completed and the lot is ready for use, as established by notice given by Licensee to Licensors, or (b) eighteen (18) months after the date of execution hereof (herein the "Construction Completion Date"). After the expiration of the Initial Term, absent a notice of termination pursuant to Section 5 below, the term shall automatically renew for successive periods of one (1) year each. The Licensee shall give the Licensors written notification of its receipt of all the necessary permits and approvals. In the event the Licensee is unable to obtain all necessary approvals and permits required by law within 12 months of the execution of this Agreement, this Agreement shall become null and void, unless the parties agree to extend this period, without any recourse for the Licensee at law or in equity.

4. Licensee agrees, beginning on the Construction Completion Date of this License, to pay Licensors an annual rental equal to Nine Thousand Six Hundred Dollars (\$9,600.00) per year, payable to Licensee in monthly installments of Eight Hundred Dollars (\$800.00). After year three, and every year thereafter, the annual fee of this License shall be increased by three (3%) percent over the previous year's rent until the termination or expiration date of this License.
5. After the expiration of the Initial Term, Licensors and Licensee shall each have the right to terminate this License at any time, for any or no stated reason, by written notice to the other party. The effective date of such termination shall be one (1) year from the date of the notice of termination, regardless of any then effective renewal term. Notwithstanding any other provision of this License, the parties intend that this Agreement constitute a terminable license, and no interest in real property is created hereby. The Licensors does not hereby dedicate the Property or the Licensed Area to public use.
6. Prior to any installation, preparation, or construction by Licensee of the Licensed Area to accommodate said municipal parking lot, Licensee shall submit plans to Licensors for approval detailing all work to be performed at the Licensed Area. Such approval shall not be unreasonably withheld or delayed. Once approved by Licensors, any such plans will be incorporated as Exhibit B to this Agreement. Licensee agrees to follow any guidelines reasonably set forth by the Licensors, and Licensee shall coordinate any initial construction work in the Licensed Area with the Licensors. Licensee further agrees to reimburse Licensors for all costs associated with any construction activities (including but not limited to Licensors's supervision of said construction activities).
7. It is agreed that Licensee shall not erect or permit any structures or improvements upon, and that Licensee shall make or permit no uses of the Licensed Area, other than those improvements and uses expressly permitted in this License.
8. During the term of this Agreement, Licensee shall maintain the Licensed Area in good order and condition in all respects, free from snow, ice, trash and debris or other nuisance. Prior to the effective date of the termination of this Agreement, Licensee shall remove its personal property and, if necessary, restore the Licensed Area to the same condition as it was in (other than changes made by the

Licensor) prior to Licensee's use. All vehicles will be removed prior to termination.

9. By granting this License, Licensor does not represent or warrant that the Licensed Area is appropriate, safe or suitable for the proposed use, or that it may be used for the purposes specified herein under applicable zoning, environmental or other laws or regulations, nor does Licensor undertake to make the Licensed Area appropriate, safe or suitable for such use, or to obtain any permits, licenses or approvals of any governmental authority which may be required to permit such use. Licensee shall obtain any and all necessary governmental permits, licenses and approvals at its sole cost and expense prior to the commencement of any use of the Licensed Area and Licensor shall cooperate in any efforts by Licensee to obtain any such permits so long as there is no cost or expense for Licensor that is not paid by Licensee. Licensee shall notify Licensor of its intentions to obtain said permits, licenses and approvals and shall provide copies of the same once received.
10. In exercising its rights under this License, Licensee shall at all times and in all respects comply with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction and shall comply with all licenses and permits or other approvals issued to it by a governmental authority.
11. Licensee hereby represents and warrants, and it is hereby made a condition of this License, that the use of the Licensed Area by Licensee shall not result in the release of any oil or hazardous materials (other than non-reportable quantities associated with typical leaks from automobiles and construction equipment in the ordinary course of operation), as those terms are defined in the Massachusetts Contingency Plan, 310 CMR 40.000, et seq. In the event of any breach of the foregoing warranty and condition by Licensee, Licensor shall, in addition to the right to terminate this License and seek damages, have the benefit of the indemnity provision set forth in Section 12, and injunctive relief.
12. Licensee acknowledges that the Licensed Area is situated in close proximity to an operating electrical substation, which carries inherent risks associated with high voltage operations. Accordingly, to the greatest extent permitted by law, the Licensee, for itself and its agents, contractors, employees, and invitees, hereby releases and shall indemnify, defend and save harmless the Licensor, its officers, agents and employees from and against all demands, claims, actions, damages, costs, expenses, losses or liability whatsoever in any manner resulting from or arising out of the actions of any person with respect to the Licensed Area or the use thereof, or in any manner resulting from or arising out of the use of the Licensed Area by any person, including, without limitation, any failure of any person to comply with any applicable laws or regulations, except to the extent that such liability results from the gross negligence or willful misconduct of the Licensor, its employees, agents or contractors. This provision shall survive the termination of this License.
13. Licensee shall procure and maintain at its expense, at all times during the term of this License Agreement, public liability insurance, including personal injury and property damage, in amounts of \$4,000,000 combined single limit, against all claims and demands of any injury to person or property which may occur or

be claimed to have occurred on the property of the Licensor as the result of the use of the Licensed Area by any person. Licensor shall be designated as an additional insured party in such policy. Licensee shall also maintain workers compensation insurance in statutory amounts as required by Massachusetts law. The Licensee shall, before entry upon the Licensed Area for the purposes herein set forth, furnish the Licensor (to the address listed in Section 15) with a valid certificate of such insurances reasonably satisfactory to it. Such policies shall specify that they are not cancelable except upon twenty (20) days' prior written notice to the Licensor.

14. Licensee agrees that in the event a public health, safety or security emergency should arise as determined at the sole discretion of the Licensor, the Licensor, its officers, agents and employees, shall have the right to enter upon the Licensed Area, and undertake whatever action may be necessary, in the Licensor's discretion, to alleviate the emergency, including but not limited to requiring the temporary suspension of Licensee's use and occupancy of the Licensed Area. If in connection therewith Licensor requires the removal of any vehicles, Licensor shall notify Licensee thereof and effect such removal in a safe and reasonable manner. In the event the vehicles need to be removed at any time the Licensor shall contact the Town DPW Department at 1-781-862-0500 to effectuate said removal.
15. Notices, statements and other communications to be given under the terms of this License shall be in writing and delivered by hand against receipt, or sent by first class mail and addressed as follows:

If to Licensor:

Boston Edison Company
Real Estate Department
One NSTAR Way, SE-210
Westwood, MA 02090
Attn: Real Estate Manager
Fax: (781) 441-8909

If to the Licensee:

Town of Lexington
Lexington Town Hall
1625 Massachusetts Avenue
Lexington, MA 02420
Attn: Town Manager
Fax: (781) 861-2921

16. This License is personal to the Licensee, and Licensee shall have no right to assign or transfer its rights and obligations hereunder, in whole or in part to any other person. This provision does not preclude use of the Licensed Area as contemplated hereby.

17. This License contains all the agreements of the parties with respect to the subject matter thereof and supersedes all prior agreements and dealings between them with respect to such subject matter.
18. Licensee acknowledges and agrees that the Licensor shall at all times have convenient and unimpeded access to its electrical substation or any other structures and equipment, which are now or may hereinafter be installed by Licensor within the Licensed Area.
19. Licensee acknowledges that the Licensor will not be providing, and is under no obligation to provide, any security or lighting for the Licensed Area.
20. In the event that the Licensor's Property or a material portion of the Property of which the Licensed Area are a part, shall be taken by any public authority or for any public use, or shall be destroyed or damaged by fire or casualty, or by action of any public authority, then this License shall terminate with respect to the taken, damaged or destroyed area, effective on the date when title vests in the condemning authority, or when the casualty occurs.
21. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation for a taking or casualty for the Licensed Area shall belong to Licensor in all cases. Licensee hereby grants to Licensor all of Licensee's rights to such damages and covenants to deliver such further assignments or endorsements as Licensor may from time to time request.
22. In connection with Licensee's use and maintenance of the Licensed Area, the Licensee shall not endanger or damage the existing buried transmission lines, cad weld connections, grounding grid system or any other structures and equipment in the Licensed Area which are now or may hereafter be installed within the Licensed Area, all being the property of the Licensor. In the event that such damage should nevertheless occur resulting from an act, omission or negligence of Licensee, its agents, contractors and employees, the Licensee shall forthwith notify the Licensor, by calling the Licensor's System Dispatcher at the Licensor's Boston Service Center (telephone number 617-541-7833), so that immediate repairs may be made, and shall also promptly reimburse the Licensor upon request for all reasonable costs or expenses incurred by it in repairing or replacing any such damage to said structures and equipment or to any other property of the Licensor.
23. **ADDITIONAL PROVISIONS:**
 - a. Licensee shall post a sign on the Property restricting access to Licensor's existing parking area behind the electrical substation building. The sign shall read "No vehicles beyond this point, NSTAR vehicles only".
 - b. The Licensee shall perform snow plowing, ice and litter removal for the entire portion of the Property that is outside the substation fence and that includes the Licensed Area, including snow removal on the public sidewalks outside the substation and substation fencing.

- c. Licensee agrees to deal with any and all comments, questions or complaints from any abutters and or the general public with regards to the Licensed Area and its permitted use as set forth herein.

IN WITNESS WHEREOF, the parties have executed this License Agreement as a sealed instrument by and through their respective duly authorized representatives, as of the day and year first above written.

LICENSOR:

BOSTON EDISON COMPANY

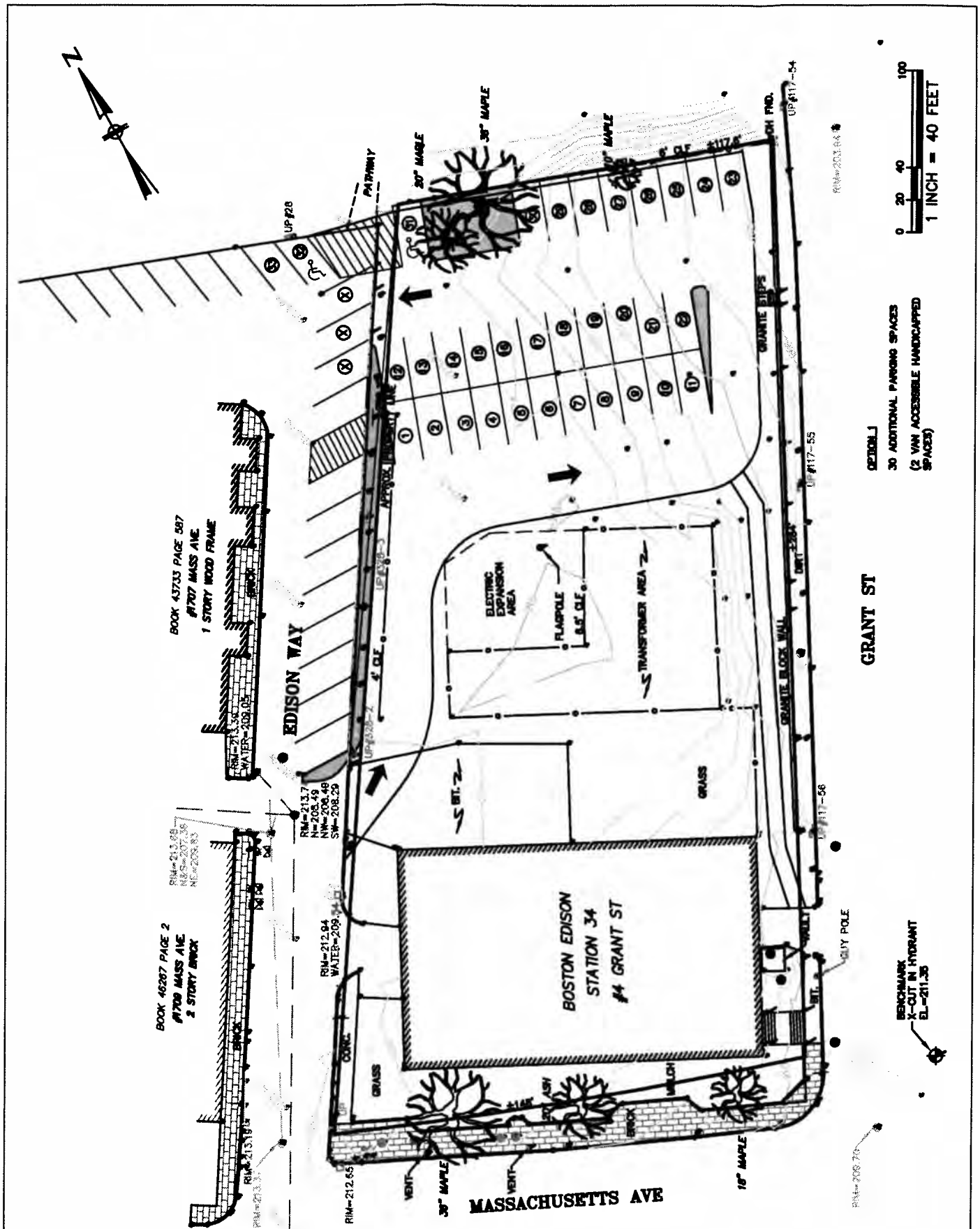
By: _____
Donald Anastasia
Assistant Treasurer

LICENSEE:

TOWN OF LEXINGTON

By: _____
Name: Carl F. Valente
Title: Town Manager

Conceptual Parking Plan 4 Grant Street, Lexington



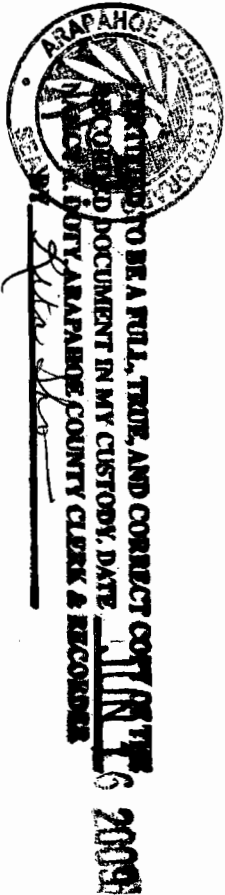
**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN**

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER

This AGREEMENT is made and entered into as of this 9th day of June, 2009 by and between Saint Peter Lutheran Church a Colorado non-profit corporation ("STPLC"), and Bellevue and Boston LLC a/k/a The Village Child Development Center, a Colorado Limited Liability Company, ("VCDC").

1-17

- A. STPLC owns the tract of land situated in the City of Greenwood Village, County of Arapahoe, State of Colorado more particularly described on Exhibit A, attached hereto and made a part hereof as Exhibit A, (herein referred to as Tract 6).
- B. VCDC owns the tract of land situated in the City of Greenwood Village, County of Arapahoe, State of Colorado more particularly described on Exhibit B, attached hereto and made a part hereof as Exhibit B, (herein referred to as "Lot 1")
- C. VCDC operates a child care center on Lot 1 and in connection with those operations it uses existing curb cut access between Lot 1 and Bellevue Avenue that are located near the western portion of Lot 1 and near the eastern portion of Tract 6.
- D. STPLC operates a church on Tract 6 and in connection with those operations it uses existing curb cut access between Tract 6 and Bellevue Avenue that are located near the western portion of Lot 1 and near the eastern portion of Tract 6.
- E. STPLC wants to create a non-exclusive easement on, over, across and through the paved portions of Tract 6 so VCDC, as the owner of Lot 1, its successors and assigns and their respective tenants, agents, servants, employees, officers, directors, members, invitees, vendors and those others coming to Lot 1 to benefit its owner or to be benefited by its owner (collectively "VCDC's Licensees"), can use the same for vehicular traffic;
- F. STPLC wants to create a non-exclusive easement so VCDC, as the owner of Lot 1, its successors and assigns and VCDC's Licensees can use the sidewalks on Tract 6 for pedestrian traffic.
- G. STPLC also wants to create a non-exclusive easement so VCDC, as the owner of Lot 1, its successors and assigns and VCDC's licensees can use the parking spaces on Tract 6 for parking.
- H. VCDC wants to create a non-exclusive easement on, over, across and through the paved portions of Lot 1 so STPLC as the owner of Tract 6, its successors and assigns and their respective tenants, agents, servants, employees, officers, directors, members, invitees, vendors and those others coming to Tract 6 to benefit its owner or to be benefitted by its owner, (collectively "STPLC's Licensees") can use the same for vehicular traffic.
- I. VCDC wants to create a non-exclusive easement so STPLC as the owner of Tract 6, its successors and assigns and STPLC's Licensees can use the sidewalks on Lot 1 for pedestrian traffic.



Lee Dehmlow
4754 South Willow St
Denver, CO 80237

Arapahoe County Clerk & Recorder, Nancy A. Duly
Reception #: B9063985
Receipt #: 5481345
Pages Recorded: 17
Recording Fee: \$86.00
Date Recorded: 6/16/2009 8:11:05 AM


RECIPROCAL ACCESS AND PARKING AGREEMENT

BETWEEN

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER

- J. VCDC also wants to create a non-exclusive easement so STPLC as the owner of Tract 6, its successors and assigns and STPLC's Licensees can use the parking spaces on Lot 1 for parking.
- K. STPLC and VCDC each want to create a shared access easement to Lot 1 and Tract 6 on, over, across and through the property depicted on Exhibit C, attached hereto and made a part hereof, so that STPLC as the owner of Tract 6, its successors and assigns and STPLC's and VCDC, as the owner of Lot 1, its successors and assigns and VCDC's Licensees and STPLC's Licensees can have ingress and egress from Bellevue Avenue to Tract 6, from Bellevue Avenue to Lot 1, from Tract 6 to Lot 1 and from Lot 1 to Tract 6.

Now, therefore, in consideration of the Recitals and the mutual covenants and conditions set forth herein STPLC and VCDC agree as follows:

1. Pedestrian Traffic and Vehicular Traffic Easements.
 - a. Pedestrian Traffic and Vehicular Traffic Easements Granted by STPLC.
STPLC hereby grants a non-exclusive easement appurtenant to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the sidewalks on Tract 6 for pedestrian traffic. STPLC also here grants a non-exclusive easement appurtenant to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the paved portions of Tract 6 and the curb cuts to Tract 6 for vehicular traffic, including, but not limited to vehicular traffic on, over and across Tract 6 to Lot 1 and from Lot 1 to Tract 6 and on, over and across Tract 6; without limiting the generality of the foregoing, but as an example, STPLC grants a non-exclusive shared access easement appurtenant to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the paved portions of Tract 6 shown on Exhibit C for access between Lot 1 and Bellevue Avenue and between Tract 6 and Lot 1.
 - b. Pedestrian Traffic and Vehicular Traffic Easements Granted by VCDC.
VCDC hereby grants a non-exclusive easement appurtenant to Tract 6 so STPLC, its successors and assigns and STPLC's Licensees can use the sidewalks on Lot 1 for pedestrian traffic. VCDC also here grants a non-exclusive easement appurtenant to Tract 6 so STPLC, its successors and assigns and STPLC's Licensees can use the paved portions of Lot 1 and the curb cuts to Lot 1 for vehicular traffic, including, but not limited to vehicular traffic on, over and across Lot 1 to Tract 6 and from Tract 6 to Lot 1 and on, over and across Lot 1; without limiting the generality of the foregoing, but as an example, VCDC grants a non-exclusive shared access easement appurtenant to Lot 1 so STPLC, its successors and assigns and STPLC's Licensees can use the paved portions of Lot 1 shown on Exhibit C for access between Tract 6 and Bellevue Avenue and between Lot 1 and Tract 6.

**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN
SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER**

2. Parking Easements.

- a. Parking Easement Granted by STPLC. Subject to the terms of Paragraph 2.c., STPLC grants a nonexclusive easement appurtenant to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the parking areas shown on Exhibit D, attached hereto and made a part hereof, for parking. The non-exclusive easement appurtenant granted in this Paragraph 2.a. shall also allow pedestrian traffic on, over and across the paved portions of Tract 6 necessary to allow those using the parking areas shown on Exhibit D to walk from those parking areas to Lot 1.
- b. Parking Easement Granted by VCDC. Subject to the terms of Paragraph 2.d. VCDC grants a nonexclusive easement appurtenant to Tract 6 to STPLC, its successors and assigns and STPLC's Licensees can use the parking areas shown on Exhibit E, attached hereto and made a part hereof, for parking. The non-exclusive easement appurtenant granted in this Paragraph 2.b. shall also allow pedestrian traffic on, over and across the paved portions of Lot 1 to allow those using the parking areas shown on Exhibit E to walk from those parking areas to Tract 6.
- c. Limitations on Parking Easement Granted by STPLC. The nonexclusive easement appurtenant granted to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the parking areas on Tract 6 shown on Exhibit D shall be limited to using Tract 6 on those days and at those times that the parking areas on Lot 1 are unavailable or they are full and the parking areas on Tract 6 are "available." If and when these conditions exist, VCDC, as the owner of Lot 1, its successor and assigns and VCDC's Licensees have the right to use the parking areas on Tract 6 as shown on Exhibit D. The parking areas on Tract 6 are not "available" at the following times: (i) Every Sunday, from 7AM until 1 PM; each December 24th, from 4 PM until Midnight; each December 25th from 7AM until 1 PM.

Attached hereto and made a part hereof as Exhibit F is a schedule of all the dates and times that the parking areas on Tract 6 are not available for 2009 due to services or events. This schedule is to be updated annually.

- d. Limitations on Parking Easement Granted by VCDC. The nonexclusive easement appurtenant granted to Tract 6 so STPLC, its successors and assigns and STPLC's Licensees can use the parking areas on Lot 1 shown on Exhibit D shall be limited to using Lot 1 on those days and at those times that the parking areas on Tract 6 are unavailable or they are full and the parking areas on Lot 1 are "available." If and when these conditions exist, STPLC, as the owner of Tract 6, its successor and assigns and the STPLC's Licensees have the right to use the parking areas on Lot 1 as shown on Exhibit D. The parking areas on Lot 1 are not "available" Monday through Friday from 6:00AM until 6:00PM; provided that the parking areas on Lot 1 are "available" at all times any Christmas Day, New Year's Day, Memorial Day, 4th of July, Labor Day or Thanksgiving that falls on a Monday through Friday or is observed on a

**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN
SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER**
Monday through Friday, or both, and VCDC is not open for business as a day care center on that holiday.

The parking areas on Lot 1 shall not be available on the days when VCDC schedules an event relating to the operation of the day care center on Lot 1, (a "scheduled event"), and the scheduled event either runs past 6:00PM on a Monday through Friday or the scheduled event starts after 6:00PM on a Monday through Friday. Attached hereto and made a part hereof as Exhibit G is a schedule of all the dates and times that the parking areas on Lot 1 are not available for 2009 due to scheduled events. This schedule is to be updated annually.

3. Easement Conditions. The easements appurtenant granted in Paragraphs 1 and 2 are subject to the following terms and conditions:
 - a. Clean Condition of Lot 1. Those using Lot 1 as a result of this grant in this Agreement of the easements appurtenant to Tract 6 shall not leave any trash or litter on Lot 1.
 - b. Clean Condition of Tract 6. Those using Tract 6 as a result of the grant in this Agreement of easements appurtenant to Lot 1 shall not leave any trash or litter on Tract 6.
 - c. No Cost or Fee for Use of Lot 1 Consistent with Easements Granted to Tract 6. The use of the easements appurtenant granted to Tract 6 in this Agreement shall be without cost and without payment of any fee or charge to STPLC, its successors and assigns and STPLC's Licensees.
 - d. No Cost or Fee for Use of Tract 6 Consistent with Easements Granted to Lot 1. The use of the easements appurtenant granted to Lot 1 in this Agreement shall be without cost and without payment of any fee or charge to VCDC, its successors and assigns and VCDC Licensees.
 - e. Traffic Control on Tract 6 and on Lot 1. If allowed by the Governmental authorities having jurisdiction over Tract 6 and Lot 1, the owner of either may control the flow of traffic on, over and across its property by the use of one way restrictions and speed restrictions; provided, however, that the owner of Tract 6 and the owner of Lot 1 may not do anything to change the fact that there is and will be two way traffic over the paved portions of Tract 6 and Lot 1 shown on Exhibit C so that each of them, their successor and assigns and their respective licensees may: (i) access Tract 6 and Lot 1 from Bellevue Avenue over the property shown on Exhibit C; and (ii) access Bellevue Avenue from Tract 6 and from Lot 1 over the property shown on Exhibit C.
4. Unimpeded Access & Temporary Interference with Easements Appurtenant Granted. Except as the result of temporary construction on either Lot 1 or Tract 6 or to allow STPLC to physically make Tract 6 unavailable to VCDC, its successors and assigns and VCDC's Licensees on Sundays, no barricade or other divider will be constructed between Tract 6 and Lot 1 to prohibit or discourage the use of the easements appurtenant granted in the Agreement.

**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN**

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER

5. Dominant and Subservient Estates Created by Easements Appurtenant. Each easement appurtenant granted in this Agreement creates a dominant estate and a subservient estate; the dominant estate is the property owned by the party to this Agreement that grants the easement appurtenant. Each easement appurtenant granted in this Agreement shall also be a covenant running with the land that is made by the party to this Agreement that grants such easement in favor of the party to this Agreement who owns the land benefited by such easements and such owner's its successors and assigns, including, but not limited to its lessees, its grantees and every other person or entity having a recorded interest from time to time in Tract 6 or in Lot 1, as applicable.
6. Construction and Maintenance. Subject to the provisions of Paragraph 3.d. the owners of Tract 6 and Lot 1 each agree to improve and maintain the sidewalks, the paved areas and the parking areas on their respective properties shown on Exhibits D and E in good condition and repair, including, but not limited to, lighting according to applicable codes of governmental agencies having jurisdictions over those properties.
7. Indemnification. The owner of Tract 6 shall comply with all applicable laws, rules, regulations and requirements of all public authorities as to Tract 6 and shall indemnify, defend and hold VCDC, its successors and assigns and VCDC's Licensees harmless from and against all claims, demands, losses, damages, liabilities, expenses and all suits, actions and judgments, including, but not limited to, costs and reasonable attorneys' fees, arising out of or resulting from: (i) its failure to comply with all applicable laws, rules, regulations and requirements of public authorities as to Tract 6; (ii) the failure of such owner to maintain Tract 6 in a safe and proper condition; (iii) occurring as a result of the negligence of STPLC, the negligence of STPLC's successors and assigns or the negligence of STPLC's Licensees; and (iv) its breach of any of the terms of this Agreement.

The owner of Lot 1 shall comply with all applicable laws, rules, regulations and requirements of all public authorities as to Lot 1 and shall indemnify, defend and hold STPLC, its successors and assigns and STPLC's Licensees harmless from and against all claims, demands, losses, damages, liabilities, expenses and all suits, actions and judgments, including, but not limited to, costs and reasonable attorneys' fees, arising out of or resulting from: (i) its failure to comply with all applicable laws, rules, regulations and requirements of public authorities as to Lot 1; (ii) the failure of such owner to maintain Lot 1 in a safe and proper condition; (iii) occurring as a result of the negligence of VCDC the negligence of VCDC's successors and assigns or the negligence of VCDC's Licensees; and (iv) its breach of any of the terms of this Agreement.

The owner of Tract 6 and the owner of Lot 1 each agrees to maintain customary commercially reasonable levels of property and liability insurance, which in no event shall be less than \$1,000,000 per incident/\$2,000,000 cumulatively, covering Tract 6 or Lot 1, as applicable, and to give each other promptly and timely notice of any claim made or suit or action commenced which in any way could result in indemnification hereunder. At all times the owner of Tract 6 and the owner of Lot 1 will obtain and maintain a Joint Waiver of Subrogation with

**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN**

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER

respect to each insurance policy and it is required to carry under this Agreement and with respect to each claim made under each such insurance policy.

However, such Joint Waiver of Subrogation will not compromise, waive or in any other way affect the right of the owner of Tract 6 from pursuing any claim it may have against any of STPLC's Licensees nor will such Joint Waiver of Subrogation compromise, waive or in any other way affect the right of the owner of Lot 1 from pursuing any claim it may have against any of VCDC's Licensees.

8. Duration. This Agreement shall remain in full force and shall be binding on the parties hereto and their respective successors and assigns.

Additionally, if the owner of Tract 6 sells Tract 6 in a bona fide arm's length transaction to an unaffiliated purchaser, (hereinafter referred to as an "arm's length transaction"), at any time after the arm's length transaction to the successor to the owner of Tract 6 unilaterally may terminate the parking easements granted in the Agreement. Specifically, (i) the easement allowing the owner of Lot 1, its successors and assigns and VCDC's Licensees to go on, over and across Tract 6 and to park on it, (the "parking easement"). The unilateral termination by a successor to the owner of Tract 6 who acquires it in an arm's length transaction shall be accomplished by such successor giving written notice for the termination to the owner of Lot 1 and the City of Greenwood Village, and by recording such notice in the real estate records of Arapahoe County, Colorado. The written notice terminating the parking easement must be given at least ninety (90) days before it becomes effective and the successor to the owner of Tract 6 must specify in its notice to the owner of Lot 1 the effective date of the termination.

Additionally, if the owner of Lot 1 sells Lot 1 in a bona fide arm's length transaction to an unaffiliated purchaser, (hereinafter referred to as an "arm's length transaction"), at any time after the arm's length transaction to the successor to the owner of Lot 1 unilaterally may terminate the parking easements granted in the Agreement. Specifically, (i) the easement allowing the owner of Tract 6, its successors and assigns and STPLC's Licensees to go on, over and across Lot 1 and to park on it, (the "parking easement"). The unilateral termination by a successor to the owner of Lot 1 who acquires it in an arm's length transaction shall be accomplished by such successor giving written notice for the termination to the owner of Tract 6 and the City of Greenwood Village, and by recording such notice in the real estate records of Arapahoe County, Colorado. The written notice terminating the parking easement must be given at least ninety (90) days before it becomes effective and the successor to the owner of Lot 1 must specify in its notice to the owner of Tract 6 the effective date of the termination.

Notwithstanding anything to the contrary contained in this Paragraph 8, the only way in which the shared parking easement shown on Exhibit C can be terminated is by the recording of a document in the real estate records for Arapahoe County, Colorado that is executed by holders of all recorded interests in Tract 6 and Lot 1 as of the date such document is recorded.

RECIPROCAL ACCESS AND PARKING AGREEMENT

BETWEEN

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER

This Agreement shall remain in full force and shall be binding on the parties hereto and their respective successors and assigns until terminated. If less than all easements granted in the Agreement are terminated, all other terms and provisions of the Agreement shall remain in full force and effect.

9. The Easements and Covenants in This Agreement are Not a Public Dedication. This Agreement shall be deemed to benefit Tract 6 and Lot 1 and the respective owners of those properties, their respective successors and assigns, STPLC's Licensees and VCDC's Licensees. Nothing in this Agreement shall be deemed to constitute a gift or dedication of Tract 6 or Lot 1 or any portion of either of them to the general public or for the benefit of the general public or for any public purpose whatsoever.
10. Recording. A full original of this Agreement shall be recorded in the Office of the Clerk and Recorder for Arapahoe County, Colorado.
11. Successors and Assigns. The rights and obligations contained herein shall run with the title to Tract 6 and Lot 1, respectively, and shall bind and inure to the benefit of the respective owners of Tract 6 and Lot 1 and their respective successors and assigns.
12. Severability. In the event that any of the terms or conditions of this Agreement shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remainder of this Agreement shall in no way be affected and shall remain in the full force and effect to the fullest extent permitted by law.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together all such counterparts shall be deemed one and the same instrument.
14. Notice. All notices and other communications either party to this Agreement, or any successor or assign of either of them wants to give shall be in writing, shall be mailed by certified or registered mail, postage prepaid, hand delivered, or sent by a nationally recognized courier for overnight delivery, shall be deemed given and received on the date of hand delivery, or the day after the same is given to a nationally recognized courier for overnight delivery, or three days after the same is mailed by certified or registered mail. Each such notice or communication shall be addressed as specified below, subject to the right of each party to this Agreement to change the address to which notices or communication are given by sending a notice to that effect to the other party.

To: Saint Peter Lutheran Church:
Pastor David Risendal
Saint Peter Lutheran Church
9300 E. Belleview Avenue
Greenwood Village, CO 80111

To: The Village Child Development Center:
Brett Bennett
Boston & Belleview, LLC

15. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Colorado.

SAINT PETER LUTHERAN CHURCH
a/k/a STPLC

By: Makam

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

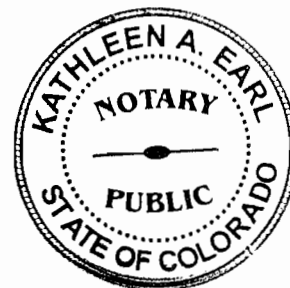
The foregoing instrument was acknowledged by Andrew Nakatani, Congregational President of Saint Peter Lutheran Church, this 9th Day of June, 2009.

(SEAL)

Kathleen A. Gore
NOTARY PUBLIC

My Commission Expires:

5/29/2010



**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN
SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER**

BELLEVIEW & BOSTON LLC.
a/k/a The Village Child Development Center (VCDC)

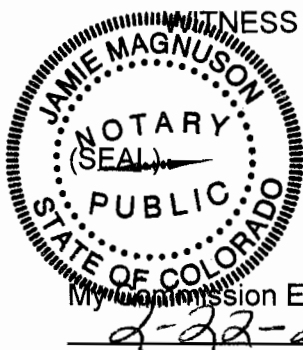
By: _____

Brett Bennett, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged by
Brett Bennett as the Manager of Bellevue
& Boston, LLC, this 9th Day of June, 2009.

WITNESS my hand and official seal.

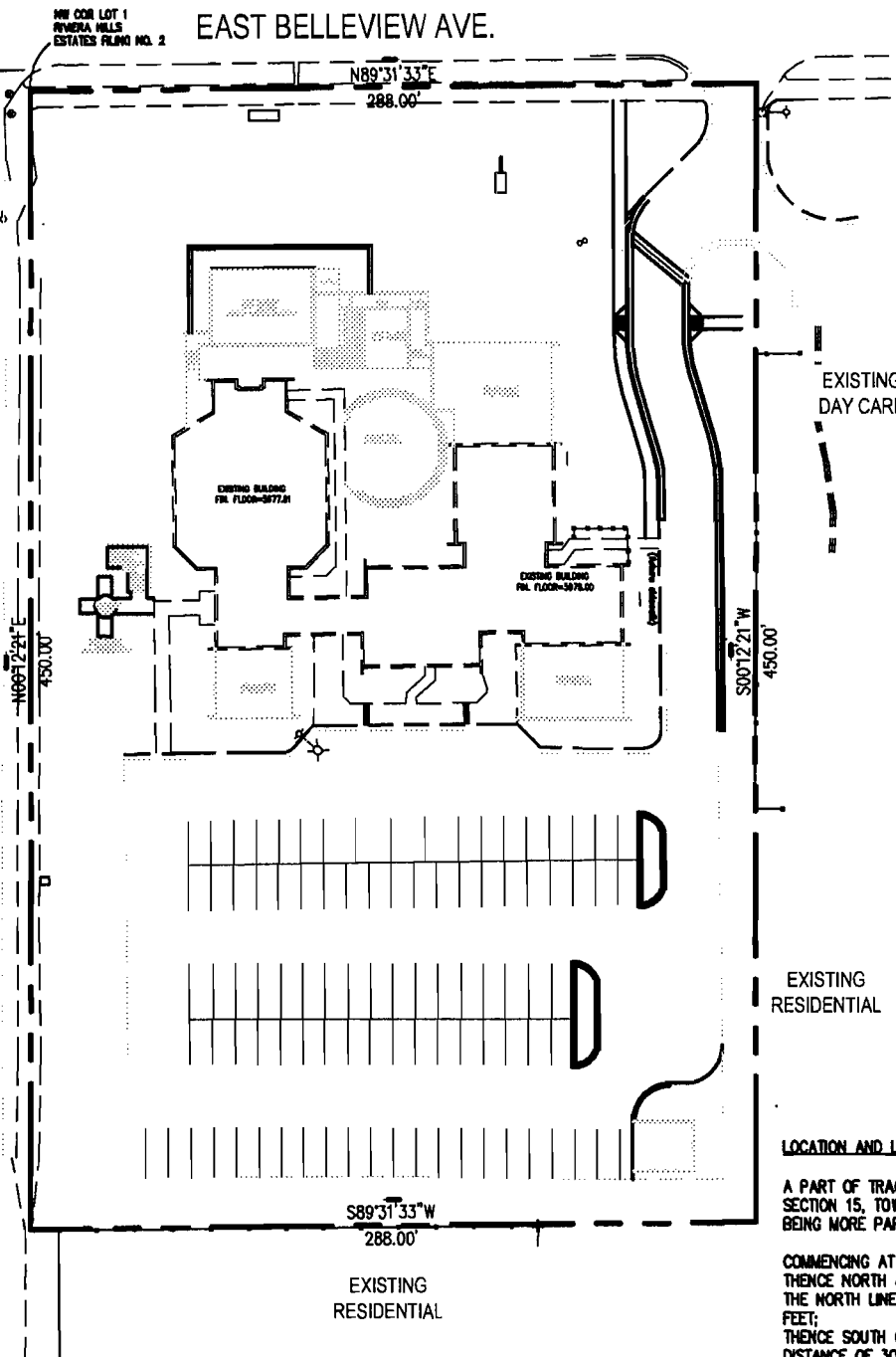


Jamie Magnuson
NOTARY PUBLIC

Exhibits:

- A—Drawing of Saint Peter Lutheran Church Property ("Tract 6")
- B—Drawing of VCDC property ("Lot 1")
- C—Shared Access Easement
- D—Saint Peter Lutheran Church designated parking areas
- E— VCDC designated parking areas
- F—Listing of dates in 2009 when parking is not available on Tract 6.
- G—Listing of dates in 2009 when parking is not available on Lot 1.

BOSTON ST.



EXISTING
DAY CARE

EXISTING
RESIDENTIAL

S89°31'33"W
288.00'

EXISTING
RESIDENTIAL

LOCATION AND LEGAL DESCRIPTION:

A PART OF TRACT 6, CLARK COLONY, LOCATED IN THE NW ¼ OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1327.82 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST. A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST BELLEVUE AVENUE, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 288.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 00 DEGREES 12 MINUTES 21 SECONDS WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 33 SECONDS WEST A DISTANCE OF 288.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH BOSTON STREET; THENCE NORTH 00 DEGREES 12 MINUTES 21 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 450.00 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF ARAPAHOE
STATE OF COLORADO.

EXHIBIT A

Drawing of Saint Peter Lutheran Church Property ("Tract 6")

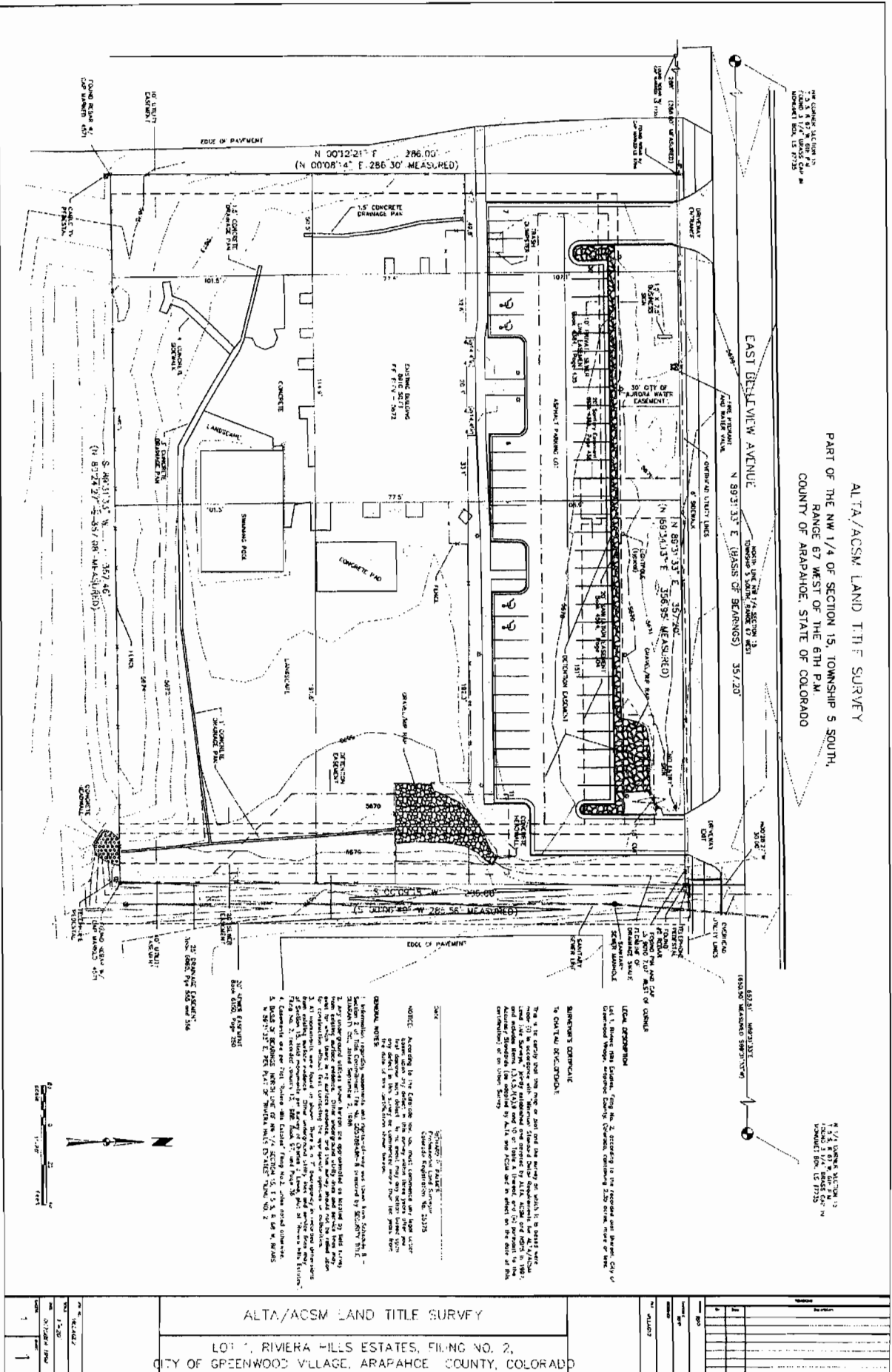


CONSULTANTS OF COLORADO, INC.

CIVIL ENGINEERING · LAND SURVEYING · LAND PLANNING

7901 E. Bellevue Avenue
Suite 150
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546

PART OF THE NW 1/4 OF SECTION 15, TOWNSHIP 5 SOUTH,
RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



September 10, 2008
30132801

LEGAL DESC
ACCESS EA

Original

A PART OF LOT 1, RIVIERA HILLS E AND A
PART OF TRACT 6, CLARK COLONY, L WEST
QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF
THE 6th PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF
COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE
NORTHEAST CORNER OF SAID LOT 1 BEARS NORTH 89°31'33" EAST,
SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS
DESCRIPTION;

THENCE SOUTH 89°31'33" WEST ALONG THE SOUTHERLY LINE OF
EAST BELLEVIEW AVENUE A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00°12'21" WEST ALONG A LINE PARALLEL WITH AND
15.00 FEET WESTERLY OF THE WESTERLY LINE OF SAID LOT 1 A
DISTANCE OF 75.00 FEET;

THENCE NORTH 89°31'33" EAST ALONG A LINE PARALLEL WITH AND
75.00 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF EAST
BELLEVIEW AVENUE A DISTANCE OF 15.00 FEET TO THE WESTERLY
LINE OF SAID LOT 1;

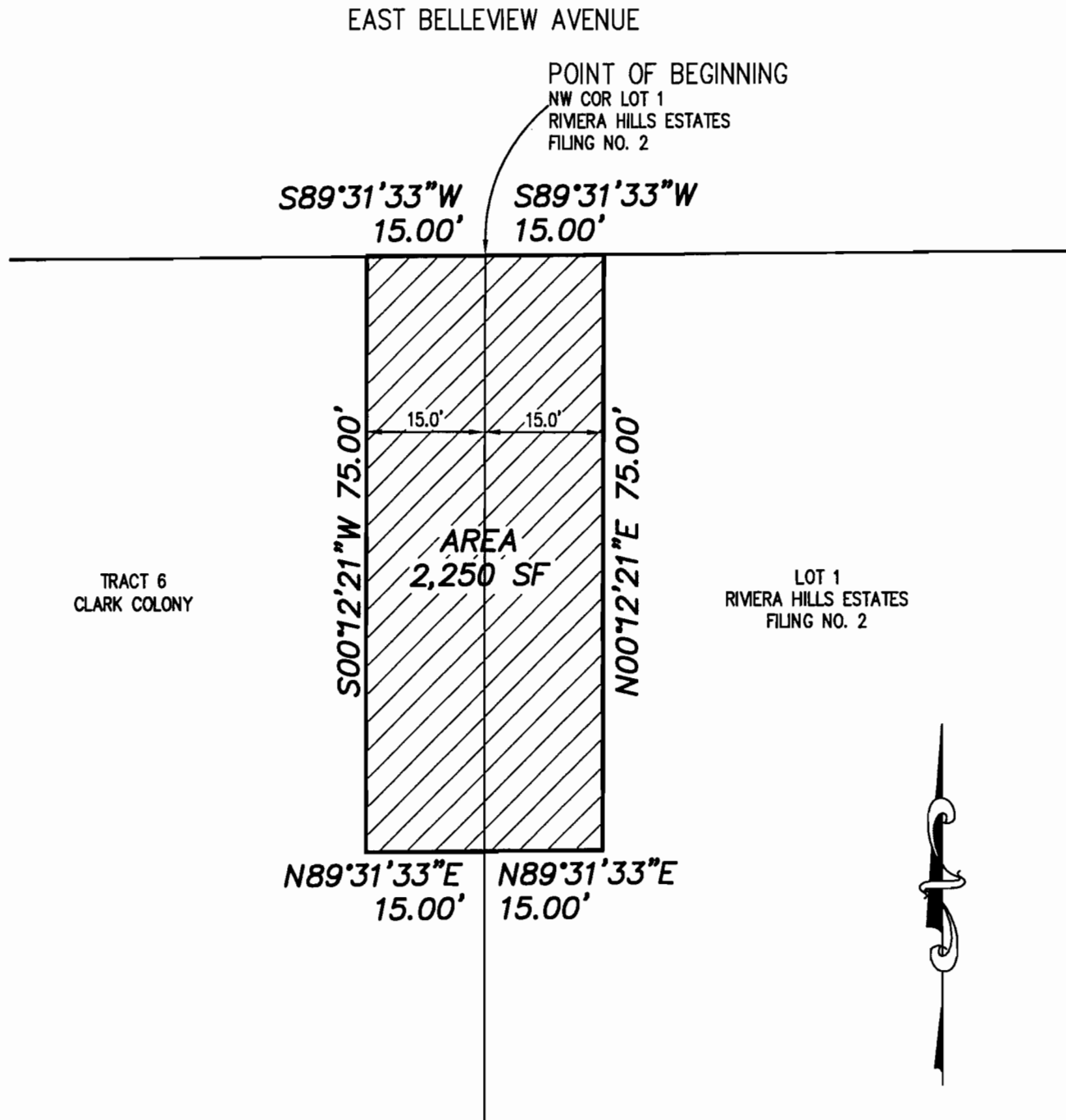
THENCE NORTH 89°31'33" EAST CONTINUING ALONG A LINE
PARALLEL WITH AND 75.00 FEET SOUTHERLY OF SAID SOUTHERLY
LINE OF EAST BELLEVIEW AVENUE A DISTANCE OF 15.00 FEET;
THENCE NORTH 00°12'21" EAST ALONG A LINE PARALLEL WITH AND
15.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 1 A
DISTANCE OF 75.00 FEET;

THENCE SOUTH 89°31'33" WEST ALONG THE SOUTHERLY LINE OF
EAST BELLEVIEW AVENUE A DISTANCE OF 15.00 FEET TO THE POINT
OF BEGINNING.

CONTAINING 2,250 SQUARE FEET.



ACCESS EASEMENT



20 10 0 20 40

DRFT: JVH
PAGE: 2 OF 2
JOB#: 30132801
DATE: SEPTEMBER 10, 2008

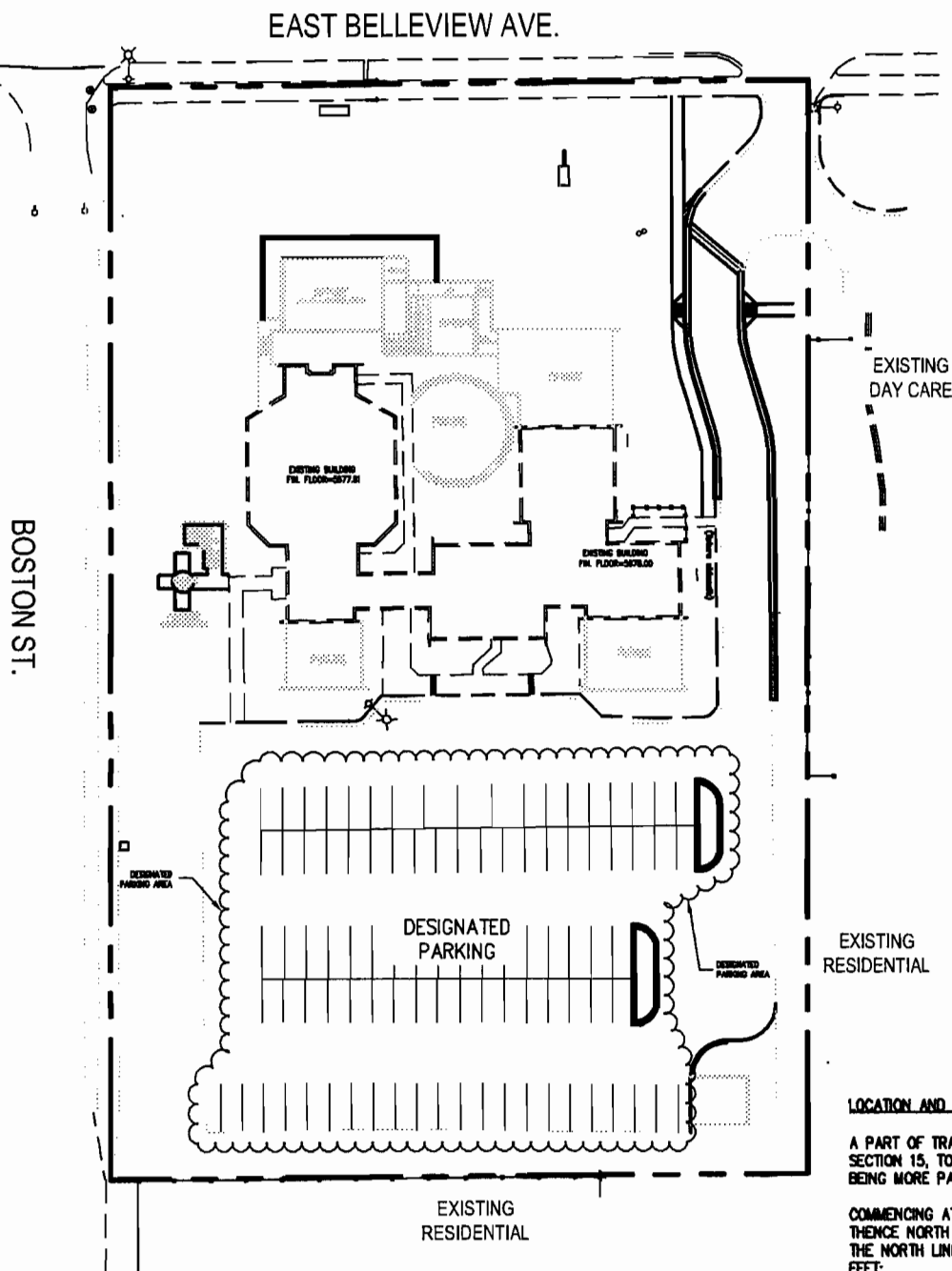
SCALE: 1" = 20'



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7901 E. Bellevue Avenue
Suite 150
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546



LOCATION AND LEGAL DESCRIPTION:

A PART OF TRACT 6, CLARK COLONY, LOCATED IN THE NW ¼ OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15;
 THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST ALONG
 THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1327.62
 FEET;
 THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST. A
 DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH
 RIGHT-OF-WAY LINE OF EAST BELLEVUE AVENUE, SAID POINT ALSO
 BEING THE TRUE POINT OF BEGINNING;
 THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST ALONG
 SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 288.00 FEET;
 THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 00
 DEGREES 12 MINUTES 21 SECONDS WEST A DISTANCE OF 450.00
 FEET;
 THENCE SOUTH 89 DEGREES 31 MINUTES 33 SECONDS WEST A
 DISTANCE OF 288.00 FEET TO A POINT ON THE WESTERLY
 RIGHT-OF-WAY LINE OF SOUTH BOSTON STREET;
 THENCE NORTH 00 DEGREES 12 MINUTES 21 SECONDS EAST ALONG
 SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 450.00 FEET TO
 THE TRUE POINT OF BEGINNING.

COUNTY OF ARAPAHOE
 STATE OF COLORADO.

EXHIBIT D

Saint Peter Lutheran Church Designated Parking Areas



CONSULTANTS OF COLORADO, INC.

CIVIL ENGINEERING · LAND SURVEYING · LAND PLANNING

7901 E. Bellevue Avenue
 Suite 150
 Englewood, CO 80111
 Tel: (720) 482-9526
 Fax: (720) 482-9546

EXHIBIT E

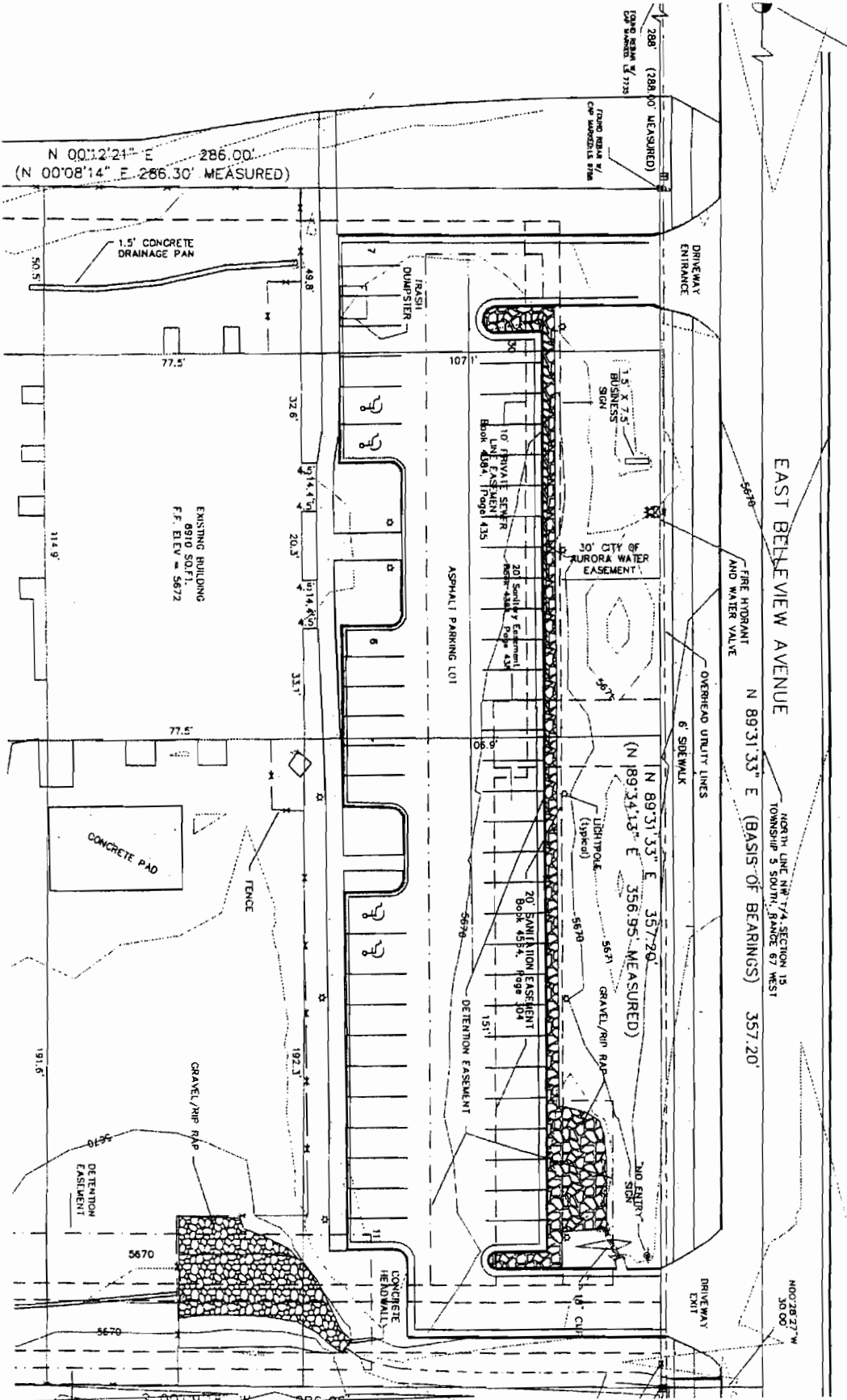


EXHIBIT F

2009 Dates Saint Peter Lutheran Church (Tract 6) Parking Lot is unavailable.

Thursday, December 24, 2009 after 3 PM.

EXHIBIT G

2009 Dates The Village Parking Lot is unavailable:

Friday, July 31, 2009

Sec. 7-11-2

(e) *Shared and remote parking.*

- (1) *Shared parking.* The planning and development director shall approve the joint use of up to 100 percent of the required parking spaces for two or more uses located on the same parcel or adjacent parcels, provided that the developer can demonstrate that the uses will not overlap in hours of operation or in demand for the shared spaces.

Any sharing of required parking spaces by uses located on different parcels shall be guaranteed by a written agreement between the owner of the parking area and the owner of any use located on a different parcel and served by the parking area.

Should the uses change such that the new uses overlap in hours of operation or in demand for the shared spaces, the shared parking approval shall become void. Parking meeting the requirements of this chapter shall then be provided for each use.

- (2)

Remote parking. If the required number of parking spaces for any land use cannot be reasonably provided on the same lot on which the principal use is located, such parking space may be provided on any land within 500 feet walking distance of the property on which the principal use is located, provided that the zoning use regulations for the district in which the remote parking space is located permit the principal use which the parking spaces serve.

Any remote parking spaces located on a different parcel than the use for which the remote parking spaces serve shall be guaranteed by a written agreement between the owner of the remote parking area and the owner of the use located on a different parcel and served by the remote parking area. Change of ownership of either parcel shall require a renewal of the agreement.

(f)

On-street parking. On-street parking spaces may be counted toward the fulfillment of the off-street parking requirements for a development, subject to the following standards. Any on-street parking space meeting these standards shall count as 0.75 of a required off-street parking space.

- (1)

The on-street parking spaces are newly constructed as part of a development. No existing on-street parking spaces may be counted except as permitted for a particular use district.

- (2)

There shall be a minimum of four contiguous on-street spaces constructed for the development.

- (3)

All counted spaces must be parallel on-street parking spaces unless otherwise approved by the city traffic engineer.

- (4)

Parking spaces must be located not more than 500 feet from the proposed development. Parking spaces that are located more than 150 feet from the proposed development must be located within a zoning classification that permits the use served and must not be located adjacent to property that is not within a zoning classification that permits said use.

- (5)

Sidewalks must abut all counted on-street parking spaces in such a fashion as to allow direct pedestrian connectivity to the building or development served by the spaces. For the purpose of this section, parking spaces located directly across a street from a building or development may be counted, if a crosswalk (marked or unmarked) is provided for convenient pedestrian access.

(6)

The city traffic engineer shall approve the overall design of street modifications (including curbs, sidewalks, paving and marking locations) associated with any counted on-street parking. Parking shall not restrict existing travel lanes unless approved by the city traffic engineer nor shall counted parking restrict current or future access to abutting parcels.

(7)

Any on-street spaces created in accordance with this provision shall be public parking spaces and not for the exclusive use of the development. Full access easements or rights-of-way incorporating the parking and the abutting sidewalks shall be conveyed to the city.

Approved on-street parking spaces shall not be considered to violate the provisions of this chapter restricting parking within setbacks or those provisions of this chapter requiring that parking be provided at the side or rear of a development and that it be no closer to the street than the edge of the structure.

6.3.7.2 *Number of Off-Street Loading Areas Required:*

6.3.7.2.1 There shall be one (1) off-street loading area for each twenty five (25,000) square feet, of gross floor area. (10-18-07, Art. 1)

6.3.7.3 *Design:*

6.3.7.3.1 Each off-street loading area shall be not less than ten (10) feet in width, thirty-five (35) feet in length, and twelve (12) feet in height, exclusive of driveways.

6.3.7.3.2 Off-street loading areas shall be located entirely on the lot to be served, and shall be designed with appropriate means of vehicular access to a street or alley.

6.3.7.3.3 Off street loading areas shall be suitably graded, surfaced and drained so as to dispose of all surface water without detriment to surrounding uses.

6.3.8 *Special Permits For Parking:*

6.3.8.1 Special permit for a change in parking space requirements: the number of off-street parking spaces required by Section 6.3.3, of this bylaw for a use or uses in the Central Business District and in the Commercial I District for Banquet Facilities, Function Halls and Dinner Theaters may be changed by Special permit in accordance with the following provisions: (7-28-03, Art. 4)

1. Special permit criteria: The Planning Board, by special permit, may allow remote parking lots, or shared parking lots which it deems reasonable, based on the following criteria, and other applicable provisions presented in this subsection:
 - (a) The capacity, location and current level of use of existing parking facilities, both public and private;
 - (b) The efficient and maximum use in terms of parking needs and services provided;
 - (c) The relief of traffic and parking congestion;
 - (d) The safety of pedestrians;
 - (e) The provision of reasonable access either by walking distance or shuttle vehicle arrangements;
 - (f) The maintenance of the character of the area.
2. The following are allowed by Special Permit:
 - (a) The substitution of parking spaces within municipal parking lots in lieu of or in reduction to the parking requirements of this section, provided they are located within 1600 feet of the building which is intended to be served.

- (b) A reduction in parking space requirements: The number of off-street parking spaces required by Section 6.3.3 of this bylaw for a use or uses in the non-residential districts may be reduced by special permit in accordance with the following provisions:
 - 1. **Shared parking:** Shared private parking facilities for different buildings or uses may be allowed by Special Permit, subject to the following provisions:
 - (a) Up to fifty percent (50%) of the parking spaces serving a building may be used jointly for other uses not normally open, used or operated during similar hours. The applicant must show that the peak parking demand and principal operating hours for each use are suitable for a common parking facility.
 - (b) A written agreement defining the joint use acceptable to the Planning Board of the common parking facility shall be executed by all parties concerned and approved by the Planning Board as part of the special permit process. Such agreement shall be recorded at the Middlesex Registry of Deeds.
 - (c) Any subsequent change in land uses for which the shared parking proposal was approved, and which results in the need for additional parking spaces, shall require a new special permit application under this subsection.
 - 2. Remote parking: Remote (satellite) parking areas may be authorized by the Planning Board by special permit, subject to the following provisions:
 - (a) The satellite parking spaces will be used solely by the employees and, where practicable, clientele of the commercial use;
 - (b) The off-site parking spaces shall be located to adequately serve the proposed use and shall be within six hundred (600) feet of the building served for clientele of the commercial use. Off-site parking for employees of the business may be located within a distance of one thousand two hundred (1,200) feet, unless shuttle vehicle arrangements are provided as a condition of the special permit. The parking distance shall be measured by the shortest route of pedestrian access, entrance to entrance.

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Sec. 5.6. Special permit for off-street parking areas in Residence B and C Districts. [Amended 6-25-1974 by Ord. No. 23683]

The construction and operation of nonaccessory off-street parking areas for private passenger cars in Residence B and C Districts, to be designed and constructed in accordance with the standards set forth in Sections 5.3 through 5.48, inclusive, and any other requirement it may deem necessary for benefit to the neighborhood, is permitted when a special permit for a period not in excess of five years therefor has been granted by the City Council. Any use of said facility beyond a five-year period shall require a new special permit from the City Council.

Sec. 5.9. Changes in use. [Added 12-28-1992 by Ord. No. 27481; amended 10-25-1999 by Ord. No. 28892; 3-3-1999 by Ord. No. 28735; 4-28-2008 by Ord. No. 30876]

Notwithstanding the provisions of Section 3.7 in its entirety, the parking requirements provided for in Article V in its entirety as they pertain to mixed occupancy and stores/shops (retail) shall not apply to change of an existing business use in an existing building to another business use permitted in the zoning district in which it is located.

5.91.Loading and unloading of motor vehicles. In any Residential or Business District used for assisted living facilities, as provided in Section 3.218A, and in a Business, Commercial or Industrial District, any building erected for commercial purposes shall be designed in such a way as to provide for an area comprising not less than 70 feet by 12 feet immediately adjacent to the building, or as more specifically located when development occurs as part of an intensity of use special permit, for off-street loading and unloading of motor vehicles delivering or receiving goods at such premises in accordance with the following schedule:

Use	Loading Area at 25 x 70 Feet	Loading Area at 12 x 70 Feet
Retail/Shopping Centers		
15,000 to 50,000	—	1
50,000 to 150,000	1	1
150,000 to 300,000	1	2
More than 300,000	2	4
Office		
2,000 to 50,000	—	1
50,000 to 150,000	1	—
150,000 to 300,000	1	1
More than 300,000	1	2
Manufacturing		

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Use	Loading Area at 25 x 70 Feet	Loading Area at 12 x 70 Feet
0 to 50,000	1	
50,000 to 100,000	1	—
100,000 to 200,000	1	2
More than 200,000	1	3
Warehouse		
0 to 50,000	1	1
50,000 to 100,000	1	2
100,000 to 200,000	1	4
More than 200,000	1	6
Assisted living facility [Added 3-3-1999 by Ord. No. 28735]		
Up to 50,000	—	1
50,000 to 100,000	—	2
100,000 to 200,000	—	3
More than 200,000	—	4

5.92. Special permit for reduced parking requirements for retail uses in Business, Commercial and Industrial Zones. A special permit allowing the construction or use of a building or portion thereof for retail use in a Business A, Business B, Commercial or Industrial Zone, where the petitioner will provide fewer than the minimum number of parking spaces required in that zone, may be issued by the City Council after a finding that the proposed number of spaces to be provided is sufficient to satisfy the demand typically generated by similar uses and that granting such special permit will not be injurious to the neighborhood and will serve the public interest; provided, however, that no such special permit shall be issued unless a minimum of four spaces per 1,000 square feet of gross floor area is to be provided. In making its decision, the City Council may consider, among other things, the availability of public transit services, the provision of ride-sharing programs by the petitioner, shared parking arrangements, the provision of off-site parking and contributions to the Traffic Safety and Infrastructure Maintenance Fund in lieu of parking. The City Council may issue a special permit providing the following determinations are met: Sections 3.531, 3.532, 3.533, 3.534, 3.535, 3.536, and 3.538, and if the City Council grants a special permit for a decrease in parking, said Council shall require the applicant to make a contribution into a Traffic Safety and Infrastructure Maintenance Fund ("fund") for each parking space reduced by this special permit. The rate of contribution for retail buildings less than 30,000 gross square feet shall be \$250 per parking space. The rate of contribution

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for retail buildings greater than 30,000 gross square feet shall be \$1,500 per parking space, this "fund" being the same as established in Section 3.539 and following the same provisions of said section.

To: Ed Anthes-Washburn
City of New Bedford Port Director
Jim McKeag, MassDevelopment

From: Tom Yardley, Bob Dunn, Liza Cohen

226 Causeway Street, Boston

File: New Bedford Parking Study

Date: February 16, 2018

Reference: Whaletooth Parking Lot Efficiencies

As requested, the following is an assessment of whether there are any efficiencies to be gained at the Whaletooth Parking Lot ahead of the busy summer season this year. In summary, based on the planning exercise described below, the current layout represents the most efficient plan.

Existing Conditions

Based on an aerial photograph, the parking lot is approximately 300' wide containing ten (10) rows of 18' x 8.25' stalls and five 24' two-way aisles with spaces marked at 90 degrees. There is a total of 788 parking spaces including 30 handicap spaces. The lot is already efficient in terms of maximizing the number of spaces, albeit with the driver forced to travel very long drive aisles when the lot is busy.

Angled Parking with One-Way Aisles

The attached concept plan angles the parking at 60-degrees and reduces the length of the parking stalls from 18' to 16.875'. The existing two-way aisles are also narrowed from 24' to 17' and converted to one-way.

Even *without* considering handicap spaces and without improving circulation by adding a mid-lot break in the drive aisles, the total number of spaces under this scenario is fewer than under the current configuration, penciling out at 780. Assuming 2% of the total spaces are handicap the total number of regular/non-handicap spaces drops even further¹.

¹The attached plan assumes 5 feet between handicap spaces, and with 1 in every 8 van-accessible, requiring 8 feet between spaces.

Whalestooth Lot

City of New Bedford
Angled Parking Concept

