

**Town of Mansfield Parking Steering Committee for Storrs Center
Special Meeting
Monday, October 17, 2011
Mansfield Town Hall
Conference Room B**

4:00 PM

Minutes

Members Present: Karla Fox (Chair), Martha Funderburk, Manny Haidous, Matthew Hart, Meredith Lindsey, Ralph Pemberton, Mindy Perkins, Michael Taylor

Ex-Officio Members Present: Lon Hultgren, Howard Kaufman (by phone), and Cynthia van Zelm

1. Call to Order

Chair Karla Fox called the meeting to order at 4:05 pm.

2. Approval of Minutes of September 13, 2011

Martha Funderburk made a motion to approve the minutes of September 13, 2011. Meredith Lindsey seconded the motion. The motion was approved unanimously.

3. Remarks from the Chair

Chair Karla Fox pointed to the revised changes to the Cooperative Agreement as handouts and asked Lon Hultgren to walk the Committee through the changes.

4. Continued Discussion of Proposed Cooperative Agreement

Mr. Hultgren said the changes that have been included in the latest draft of the Cooperative Agreement reflect changes made by the Committee since the last meeting in September; and some edits suggested by Committee member Meredith Lindsay and Storrs Center Alliance representative Howard Kaufman in the interim.

Mr. Hultgren noted that there were some edits made that were not substantive in nature.

Mr. Hultgren said that on page 1 the length of the agreement was changed from two years to an initial period to be consistent with language that is included later in the Agreement.

Mr. Hultgren also changed language on page one to reflect that the Town could be asked to conduct enforcement along with Storrs Center Alliance. The goal was to show that this is a cooperative arrangement.

On page 3, Mr. Hultgren said when the prior draft was written, it was with the assumption that the Town could hire a 3rd party operator after seven years (Storrs Center Alliance is committed to operating the Storrs Center parking (parking controlled by Storrs Center Alliance) for seven years per the Development Agreement) but since the draft Cooperative Agreement is only for two years, the Town was dropped from a possible source of enforcement on the Storrs Center parking areas.

On page 4, under Article D, the words “under its control” were added to “This agreement is not intended to limit any party’s ability to enforce parking on the parking premises **under its control...**”

On page 4, under Article D, Mr. Hultgren also had added Matt Hart’s suggested language that would allow him discretion in the appointment of special parking constables. The language now reads, “The Town Manager shall have reasonable discretion to determine whether an individual is suitable for appointment as a special constable and shall have the right to rescind appointments for cause.”

On page 4, language was added regarding the ability for property owners to nominate special constables. The language reads as follows: “It is the intent of this section that the parties agree **that each party has the right to nominate and** to utilize these special constables, which may include employees of the parties to this agreement as well as the employees of any 3rd Party Operator, for parking enforcement in and immediately adjacent to the Storrs Center Development Area.”

Mr. Hultgren also added language that in order for a property owner to be able to utilize a special constable for ticketing and towing, the property owner has to authorize a standing letter of trespass.

The Committee spent some time discussing the role of the 3rd party operator with respect to enforcement on other properties since that 3rd party operator has not been hired. Mr. Kaufman said he will be talking to the potential 3rd party operator soon to discuss this role. The Committee understood this dilemma and members reiterated that the cost of the additional enforcement by a 3rd party operator would be paid by fines and/or the property owner requesting assistance.

On page 5, Article F was revised to refine the enforcement role as follows: “The 2011 Agreement between the Town, Storrs Center Alliance LLC and Education Realty Trust, Inc. (the “Development Agreement”) calls for Storrs Center Alliance LLC to manage and enforce public parking within the Storrs Center Development Area. Storrs Center Alliance agrees to provide, on request and in conjunction with the Town, through the services of said 3rd Party Operator, and in accordance with the provisions herein, supplemental enforcement on private and institutional parking areas within the Storrs Center Development Area....

On page 5, in Article G, language was added back in with respect to the collection of fines. The language reads as follows: "Fines collected from parking violations issued by the Town or the 3rd Party Operator for unauthorized parking, parking in excess of specified time limits, towing and trespassing in the public parking areas in and immediately adjacent to the Storrs Center Development Area shall be in accordance with the above referenced Development Agreement."

Mike Taylor and Manny Haidous asked when the 3rd party operator would be hired and if language could be added to the draft Cooperative Agreement to that effect. Mr. Kaufman said Storrs Center Alliance will have a detailed parking management agreement with the Town. The plan is to have a 3rd party operator on board at least 60 to 90 days before the garage opens. Their primary responsibility is to manage the garage. Mr. Kaufman said the Development Agreement with the Town requires Storrs Center Alliance to manage the parking. Because of that requirement, it is not necessary to include language in the draft Cooperative Agreement.

Mr. Haidous asked who sets fees if included for on-street parking. Mr. Hultgren said the Development Agreement requires that the Town agree to any fees that may be proposed by Storrs Center Alliance.

On page 6, under Article J, Mr. Hultgren added that other property owners who want to join the cooperative can do so by signing the agreement with copies forwarded to the standing signatories.

Mr. Hultgren said he will show this language to the Town Attorney as well as the entire agreement again. The Town Attorney did review an earlier draft.

On page 6, Article K, Mr. Hultgren said that Mr. Kaufman had deleted some of the language with respect to disputes as it may have been too procedural for the scope of the agreement.

Mr. Hultgren referred to the list of fines that other surrounding towns, college towns and UConn charge for parking infractions. The Committee thought some of the fines were low at the last meeting. Most of Mansfield's current fines are in the mid-range of those distributed on the matrix.

With respect to proposed Storrs Center Parking Regulations, the Committee recommended raising the fines for parking in violation of a posted sign, and parking beyond specified limits from \$25 to \$30, and raise the fines for parking in a loading zone and parking in a bus stop from \$30 to \$50. Mr. Hultgren will take these suggestions to the Traffic Authority at its meeting next week along with the new fines for parking beyond specified time limits and towing. The Traffic Authority needs to approve these changes.

Language is also included that payment is due within 21 days and if not received, it will double, and if not paid within 30 days, the violation will be referred to Superior Court.

Mr. Haidous asked if signage was budgeted. Mr. Hultgren said it is included in the road budgets.

Ms. Lindsey said she reads the current Mansfield Code to say that parallel parking is not allowed in Mansfield so since there will be parallel parking in Storrs Center, this would need to be changed in the new regulations.

Ms. Lindsey suggested a new section in the regulations that requires that vehicles be removed from municipal parking areas (with the exception of the garage) during winter hours and times when plowing would need to occur.

Mr. Hultgren will send out a new draft to the Committee for its review.

Ms. van Zelm and Mr. Haidous will talk to Ilias Tomazos, with the Center for Hellenic Studies Paideia, about the agreement, at its next stage, as the Center would be a signatory. Mr. Haidous has reviewed the main tenets of the agreement with Mr. Tomazos.

5. Topics for next meetings

Ms. van Zelm had drafted the outline for the parking management plan and will bring the revised plan to the Committee at its next meeting for its review. A large part of the plan will be the cooperative agreement.

6. Review of next meeting date

The Committee will meet on November 10 at 5 pm.

7. Public Comment

There was no public comment.

8. Adjourn

The meeting adjourned at 6:05 pm.

Minutes taken by Cynthia van Zelm.