

## TOWN OF SNOWMASS VILLAGE

### AGREEMENT ON PARKING PLAN FOR WINTER 2019/2020

This agreement is entered into on this 21st day of October 2019, by and between the Town of Snowmass Village ("Town"), Aspen Skiing Company ("ASC"), Snowmass Mountain Lodging, LLC ("SML"), and Base Village Metropolitan District No. 1 ("BVMD").

### RECITALS

The Town, ASC, SML, and BVMD (the "Parties") agree to share and coordinate the management of parking operations and facilities within Snowmass Village ("Village") for the winter season of 2019/2020. The Town owns the land for the parking areas known as "Numbered," "Town Park," "Rodeo Contestant" and "Divide Lot E" parking lots. ASC owns and/or is managing parking in the areas known as "Tree House," "Two Creeks," and "Black Saddle Clubhouse." BVMD manages the parking within the parking garage in "Base Village." The Parties agree to observe the parking and transit goals of the Town's Comprehensive Plan - Ordinance NO. 09 Series of 2018 (the "Comprehensive Plan"), and the conditions of Ordinance NO. 09, Series of 1994 ("Ordinance 9") approving the ski area expansion. This parking plan is an effort by the Parties to observe these guidelines and objectives for the betterment of the whole community. The Parties will communicate during the ski season to monitor the parking and traffic activities resulting from this plan.

NOW, THEREFORE, the Parties hereto agree as follows:

1. To comply with the three parking/transit goals and directives of the Comprehensive Plan and Ordinance 9: 1.) Manage the total number of day parking spaces within the community and the lots west of the Wooden Skier Bridge for the purpose of controlling traffic volume; 2.) Work to achieve a parking utilization rate of 85% of the day use parking spaces, and 3.) Monitor traffic impacts to maintain a Level of Service (LOS) standard of "D" or better to be consistent with the community's goal in the current Comprehensive Plan. Agreement on the parking program elements that affect these goals and directives are as follows:

- A. **Traffic Volume/Level of Service:** The Parties agree to continue to monitor the traffic volume/level of service (LOS) on Brush Creek Rd, Owl Creek Rd and Highline Rd. In the past, variations have occurred in the traffic volume/LOS on Brush Creek Rd and Owl Creek Rd; however, they were not considered consistent or significant enough to change the relative traffic volume/LOS for those roadways as they are established in the Comprehensive Plan. If the traffic volume increases to a point that they exceed any limit set in the Comprehensive Plan, the Parties will meet to discuss possible changes to parking fees and parking distribution to bring the traffic volumes back to acceptable limits.
- B. **Parking Capacity and Distribution:** The Parties have agreed to a limit of 2,425 public parking spaces to be managed by the Parties to ensure a balanced distribution of the parking within the Village that supports the traffic volume/LOS on our roadways. The Parties agree to the allocation of parking space numbers in general and accept that some flexibility to shift parking spaces between locations is beneficial under certain conditions. With the completion of the Base Village elements to date, the number of public parking

spaces in this agreement will be 2,337 spaces. The distribution of parking spaces in the Village for Winter 2019/2020, will be:

<u>LOCATION</u>	<u>CAPACITY</u>
Numbered Lots	1,000 spaces in the Mall area;
Base Village Garage	299 spaces in Base Village parking garage;
Two Creeks	400 spaces at the Two Creeks portal;
Divide Lot E	30 spaces in "Divide Lot E;"
Tree House	33 spaces in the Tree House traffic circle;
Black Saddle	150 spaces at the Black Saddle Clubhouse;
Town Park	275 spaces in the Town Park lot (25 will be reserved for the Recreation Center); and
Rodeo Contestant Lot	150 spaces in the Rodeo Contestant area.

C. **Parking Groups:** Parking groups referred to in this document will be identified by their historical titles: Day Skier (whether a day, week, monthly, and/or seasonal access), Day Skier High Occupancy Vehicle ("Day Skier HOV"), Base Village Garage, Resident (including restricted resident access to Numbered lots 10-13), Guest, Employee (including restricted employee access to Numbered lots 10 - 13), Gold Pass, Senior, Merchant, Disabled, and Temporary/Construction access.

D. **Parking Prices:** Parking prices will be consistent with the Town's Municipal Code and associated with the following user groups:

<u>USER GROUP</u>	<u>PRICING</u>
Day Skier:	The variable pricing of Day Skier access will generally be between \$0 and \$30 (historically less for weekday, \$20, and more for weekend & holidays, \$30);
Day Skier HOV:	HOV access will be free to vehicles with four or more occupants at Two Creeks and Divide Lot E - this does not apply to the Base Village parking garage.
Base Village Garage:	The fee for use of the Base Village parking garage will be free for the first hour (subject to the Metro Improvement District approval) and then a charge of \$5 for every hour after that up to \$30 for the day. Base Village will charge for vehicles parking before 4:00 pm and for vehicles entering after 4:00 pm the parking will be free. The price for Day Skier parking access will attempt to achieve a parking utilization rate of 85% in the Base Village and Two Creeks lots (as stated in Ordinance 9, Series of 1994) as long as the traffic volumes along roadways in the Village stay within the parameters set in the Comprehensive Plan;
Resident 1 <sup>st</sup> Vehicle:	Residents' first vehicle will be \$60;
Resident 2 <sup>nd</sup> Vehicle:	Residents' second vehicle will be \$100;
Resident 3 <sup>rd</sup> Vehicle:	Residents' third vehicle will be \$185;
Restricted Resident:	Residents' having restricted access will be \$40;
Guest Access:	Access for guest vehicles will be \$10/day;

Gold Access:	Resident or guest within the Roaring Fork Valley will be \$500;
Senior Access:	Resident or guest within the Roaring Fork Valley 65 years of age or older will be \$225 (Gold and Senior permits combined are restricted to 100 permits);
Employee Single Vehicle:	Employee single vehicle will be \$50;
Employee Transferable:	For employees to have access for one of multiple vehicles will be \$90;
Restricted Employee:	Employee access to restricted areas will be \$40;
ASC Employee:	Access to the Black Saddle lot will be in the \$0 to \$50 range;
Merchant Parking:	Merchant parking will be \$650.00/space with a maximum five vehicles/space;
Temporary/Construction/ Social/Non-Profit:	Access will be issued at the discretion of the Police Department.

E. **User Group Authorization by Lot:** The parking groups allowed in a specific lot are listed below by location:

<u>LOCATION</u>	<u>USER GROUP ALLOWED</u>
Numbered Lots 1-3:	Employee, Employee Trans., Gold Pass, Guest, Resident 1-3, and Senior;
Numbered Lots 4-Lower 5:	Gold Pass, Guest, Resident 1-3, and Senior;
Numbered Lot Upper 5:	Gold Pass, Guest, Resident 1-3, Senior, and Time Restricted;
Numbered Lot 6:	Disabled, Taxi and Time Restricted;
Numbered Lot 7:	Disabled, Merchant and Time Restricted;
Numbered Lots 8-9:	Gold Pass, Guest, Resident 1-3, and Senior;
Numbered Lots 10-13:	Employee, Employee Trans., Restricted Employee, Gold Pass, Guest, Resident 1-3, Restricted Resident, Senior, and Merchant;
Base Village Garage:	Free for One Hour, then Paid Parking at \$5/Hour up to \$30 for the day and charging for parking ends at 4:00 pm - No overnight parking without prior approval by owner;
Tree House:	Time Restricted and Pickup/Drop-off only;
Divide Lot E:	Day Skier, Day Skier HOV, Employee, Employee Trans., Gold Pass, Guest, Resident 1-3, and Senior - No overnight parking without prior approval by owner;
Two Creeks Lots:	Day Skier, Day Skier HOV, Guest, "Equal Access" will be applied to all day parking here - No overnight parking without prior approval by owner;
Black Saddle Clubhouse:	ASC Employee and Day Skier - No overnight parking without prior approval by owner;

Town Park:	Free to all for day parking for recreation and/or shopping purposes - No overnight parking without prior approval by owner; and
Rodeo Contestant Lot:	Free to all for day parking for recreation and/or shopping purposes – no overnight parking without prior approval by owner.

2. The enforcement of parking access in the Numbered lots will be from 8:00 am to 1:00 pm. Time Restricted parking in the Numbered lots will be enforced from 7:00 am to 7:00 pm. The enforcement of parking in the ASC lots will be from 8:00 am to 12:00 pm. The enforcement of parking in Base Village will be from 7:30 am to 4:00 pm. The Town may patrol the Garage and assist with enforcement of certain aspects of this parking agreement, subject to the parties agreeing to do so.

3. ASC is limited to 150 applications for the Town's Employee parking access.

4. The Town will be responsible for the management, signing, leasing, and maintenance of the parking lots in the West Village known as the Numbered lots and the Divide Lot E.

5. ASC will be responsible for the management, signing, leasing, and maintenance of the Black Saddle, Town Park, Rodeo Contestant, and Two Creeks lots. ASC will also be responsible for the management of the parking in the Tree House lots during peak ski school activity.

6. BVMD will be responsible for the Base Village parking garage and the Tree House lots outside of peak ski school activity.

7. Any services provided by one organization to the other for the management, signing or maintenance of the parking areas, such as sanding or plowing, will be compensated on a case by case basis.

8. Each party will retain the revenues derived from their respective parking sales.

9. The Parties agree to allow police enforcement in all lots under this general management parking plan, compliant with the Snowmass Village Municipal Code, Chapter 8, Article II, Parking Regulations.

10. The Parties agree to share the operational function of any information booth(s) relative to parking management at the entrance to the community when necessary. The Town will be responsible for management of vehicles having access to Town parking lots and delivery vehicles; and ASC, SML and BVMD will be responsible for management of day visitors.

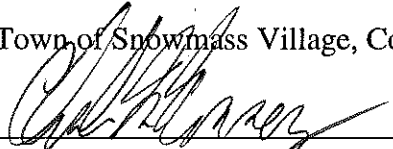
11. ASC will advertise on the local radio and/or social media to encourage day skiers to utilize public transportation and inform skiers of limited public parking in the Village during peak periods (as stated in Ordinance 9).

12. Should it appear that the ski area parking lots will be full, ASC will post information signs on Brush Creek Rd before Highline Rd and at the intersection of Brush Creek Rd with Highway 82 (subject to Colorado Department of Transportation and Pitkin County approval) indicating which lots are at their capacity. ASC will also make this information available to the public via Pitkin County Emergency Alert, in conjunction with Town Police Department, the radio and public television (as stated in Ordinance 9).

13. Term. The term of this agreement shall be through and until April 30, 2020 or the closing of the Winter 2019/2020 ski season at the Snowmass Ski Area, whichever occurs first.

14. Default and Dispute Resolution. In the event of any default in performance of any obligations hereunder, within 15 days of any default, the non-defaulting party shall give the other written notice of the default. After delivery of notice, the defaulting party shall then have fifteen days in which to cure the default. If the default is not cured within such period, then the non-defaulting party may terminate this agreement after such period. The Parties agree to use reasonable best efforts to informally discuss and attempt to resolve any apparent event of default prior to delivery of notice thereof.

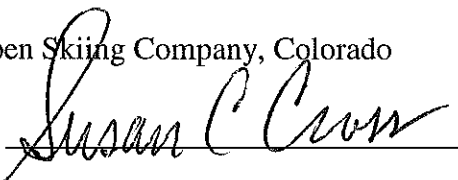
The Town of Snowmass Village, Colorado

By:   
Clinton M. Kinney, Town Manager

Date: 1/22/20

ATTEST: \_\_\_\_\_

Aspen Skiing Company, Colorado

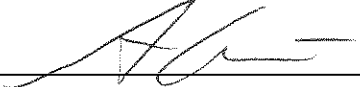
By: 

Date: 1-16-2020

Susan Cross, General Manager Snowmass Ski Area

ATTEST: \_\_\_\_\_

Base Village Metropolitan District No. 1,  
a quasi-municipal corporation and political subdivision of the State of Colorado


By: 

Date: 01/21/2020

Andy Gunion, President, Board of Directors

ATTEST: \_\_\_\_\_

Snowmass Mountain Lodging, LLC

By: 

Date: 1/21/2020

Scott Williams, Director of Operations

ATTEST: \_\_\_\_\_