

BASE VILLAGE METROPOLITAN DISTRICT NO. 1

NOTICE OF SPECIAL MEETING AND AGENDA

Monday, September 25, 2017 at 1:00 PM

Capitol Peak Conference Center

110 Carriage Way

Snowmass Village, Colorado

BOARD MEMBERS

District No. 1	
Steve Sewell, Acting President	May 2020
Andy Gunion	May 2020
Peter Goergen	May 2020
Will Little	May 2018

AGENDA

1. Call to Order
2. Declaration of Quorum
3. Director Conflict of Interest Disclosures
4. Approval of Agenda
5. Legal Matters
 - a. Discuss Approval of the Winter 2017/2017 Town Parking Plan Agreement (**enclosure**)
6. Other Business
7. Adjourn

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

August 21, 2017

AGENDA ITEM:

Winter Parking Plan 2017-2018

PRESENTED BY:

David Peckler, Transportation Director

BACKGROUND:

The Winter Parking Agreement (see attached) between the Town, the Aspen Skiing Company (ASC), Snowmass Mountain Lodging, LLC (SML), and Snowmass Base Village Metropolitan District (SBVMD) is provided for your review. Staff has met with the ASC and SML on the parking plan for this coming winter. The parking plan defines the goals and objectives for the parking system.

There are changes to the parking inventory this winter. Lot C (120 spaces) will no longer be available for day parking and the Rodeo lot is reduced (40 spaces) due to the temporary relocation of the Fire Department. The net loss in day parking spaces is roughly 160. Enforcement and the responsibilities of the various parties remain the same. The Town will continue to use the digital parking system, so there will be no parking "permits" issued to vehicles. Vehicles will be tracked by license plates. The only price change from last winter will be in the "Guest" parking pricing. To be more in line with the day parking prices and to insure the Town will not lose any revenues under the new system staff it is recommended that Guest parking be charged at \$10 per day.

FINANCIAL IMPACT:

The pricing of the Town's historic parking groups will be consistent with last year except for Guest Parking permits. Our new price for Guest parking will be \$10 per day. The Guest permit price increase is to cover the increased cost of management and the technical support from the vendor. We have given the lodging community a year to prepare for the price adjustment.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The current parking plan is based on the parking management policies that have been in place for some time. Through the distribution of parking and the pricing of access the

plan seeks to manage traffic volume within the core of the community and provide for reasonable access to the ski area. These goals are consistent with the community goals expressed in the Comprehensive Plan.

COUNCIL OPTIONS:

1. Approve the parking plan,
2. Amend the parking plan and then approve it, or
3. Do not approve the parking plan.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed parking plan. The plan has been reviewed and agreed to by the other parties with vested interest.

TOWN OF SNOWMASS VILLAGE

AGREEMENT ON PARKING PLAN FOR WINTER 2017/2018

This agreement is entered into on this 21st day of August 2017, by and between the Town of Snowmass Village ("Town"), the Aspen Skiing Company ("ASC"), East West Partners ("EWP"), and Base Village Metropolitan District No. 1 ("BVMD").

RECITALS

The Town, the ASC, EWP, 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 2017/2018. The Town owns the land for the parking areas known as "Numbered," "Town Park," "Rodeo Contestant" and "Divide Lot E" parking lots. The ASC owns and/or is managing parking in the areas known as "Tree House," "Two Creeks," "ASC Maintenance Facility," 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 1 Series of 2010 (the "Comprehensive Plan"), and the conditions of Ordinance #9 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 community as a whole. 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 that are to: 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 as established as the community 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 on Brush Creek Rd, Owl Creek Rd and Highline Rd. In the past, variations have occurred in the traffic volumes on Brush Creek Rd and Owl Creek Rd; however, they were not considered consistent or significant enough to change the relative LOS for those roadways as they are established in the Comprehensive Plan. If the traffic volumes increase to a point that they exceed the LOS 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 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 2,256 spaces. The distribution of parking spaces in the Village for Winter 2017/18, will be: 1,000 spaces in the Mall area "Numbered Lots", 228 spaces in

Base Village parking garage, 400 spaces at the Two Creeks portal, 30 spaces in Divide Lot E , 33 spaces in the Tree House traffic circle, 150 spaces at the Black Saddle Clubhouse, 275 spaces in the Town Park lot (25 will be reserved for the Recreation Center), 110 spaces in the Rodeo Contestant area, and 30 spaces at the ASC Maintenance Facility.

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"), 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. **Permit Prices:** Permit prices will be consistent with the Town's Municipal Code. The variable pricing of Day Skier access will generally be between \$0 and \$30 (historically less for weekday and more for weekend & holidays). 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 5:00 pm and for vehicles entering after 5:00 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) as long as the traffic volumes along roadways in the Village stay within the parameters set in the Comprehensive Plan; Day Skier HOV access will be free to vehicles with four or more occupants at Tow Creeks and Lot C; this does not apply to the Base Village parking garage. Town lot access prices: Resident 1st vehicle will be \$60; Resident 2nd vehicle will be \$100; Resident 3rd vehicle will be \$185; Restricted Resident vehicle will be \$40; Guest access will be \$10/day; Gold access (a 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) will be \$225 (Gold and Senior permits combined are restricted to 100 permits); Employee access will be \$50; Multiple Employee Vehicles will be \$90; Restricted Employee access will be \$40. ASC employee access to the Black Saddle lot will be in the \$0 to \$50 range. Merchant parking will be \$650.00/space with a maximum five vehicles/space. Temporary/Construction 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 5:00 pm - No overnight parking without prior approval;
Tree House:	Time Restricted and Pickup/Drop-off;
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;
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;
Black Saddle Clubhouse:	ASC Employee and Day Skier - No overnight parking without prior approval;
ASC Maintenance Lot	: ASC Employee;
Town Park:	Free to all for day parking for recreation and/or shopping purposes - No overnight parking without prior approval; and
Rodeo Contestant Lot:	Free to all for day parking for recreation and/or shopping purposes – no overnight parking without prior approval.

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 7:00 am to 5:00 pm.

3. The 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. The ASC will be responsible for the management, signing, leasing, and maintenance of the Black Saddle, Town Park, Rodeo Contestant, and Two Creeks lots. The ASC will also be responsible for the management of the parking on the Tree House lots.

6. BVMD will be responsible for the Base Village parking garage.

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 the ASC, EWP and BVMD will be responsible for management of day visitors.

11. The ASC will advertise on Ski TV ("Channel 16") and local radio 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 the ASC will post information signs on Brush Creek Rd before Highline Rd and at the intersection of Brush Creek Rd with Highway 82 indicating which lots are at their capacity. The ASC will also make this information available to the public via Pitkin County Emergency Alert, the radio and public television (as stated in Ordinance 9).

13. Term. The term of this agreement shall be through and until April 30, 2018 or the closing of the Winter 2017/2018 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: _____

ATTEST: _____

Aspen Skiing Company, Colorado

By: _____

Date: _____

Steve Sewell, General Manager Snowmass Ski Area

ATTEST: _____

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

By: _____

Date: _____

Andy Gunion, President, Board of Directors

ATTEST: _____

Snowmass Mountain Lodging, LLC

By: _____

Date: _____

Scott Williams, Director of Operations

ATTEST: _____