AGENDA ITEM SUMMARY

EOTC MEETING DATE: March 5, 2015

AGENDA ITEM TITLE: Brush Creek Park and Ride IGA

STAFF RESPONSIBLE: Brian Pettet

ISSUE STATEMENT:
The existing IGA governing use of the Brush Creek Park and Ride is ten years old and needs to be updated given experience managing the lot over the last decade.

BACKGROUND:
The 27.2 acres known as the Brush Creek Park and Ride (AKA Brush Creek Intercept Lot) is owned by the Colorado Department of Transportation and is leased to the City of Aspen as a park and ride facility. The EOTC improved the unpaved portion of the Park and Ride Facility ten years ago and in doing so created an IGA that outlined responsibilities and processes governing use of the Lot.

This updated IGA simplifies prior outlined processes and allows special event use approvals to be issued at a staff level given the authority granted to the City of Aspen through the lease with CDOT. This has been completed given the intermittent timing of EOTC meetings. Additionally, standard operational guidelines have historically been applied to parking and traffic flow management with each special event. This has worked well and will continue to be used with future special use events.

Please see attached IGA with strike through edits and additional language.

BUDGETARY IMPACT:
None

RECOMMENDED EOTC ACTION:
Discuss, amend and approve the resolution and revised IGA.

ATTACHMENTS:
Resolution with tracked changes
IGA with tracked changes
Site map

INTERGOVERNMENTAL- AGREEMENT
BRUSH CREEK PARK-N-RIDE MANAGEMENT, MAINTENANCE AND USE PLAN

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this ~~23rd day of May of 2005,~~ by and among the CITY OF ASPEN, Colorado, a home-rule municipal corporation ("Aspen"),THE TOWN OF SNOWMASS VILLAGE, Colorado, a home-rule municipal corporation ("TOSV") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PITKIN, Colorado, a body corporate and politic ("County"), THE ROARING FORK TRANSPORTATION AUTHORITY, a political subdivision of the State of Colorado.

RECITALS

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18, of the Colorado and Section 29-1-20. *et seq.*, of the Colorado revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

~~WHEREAS, the Aspen City Council, the Pitkin County Board of County Commissioners, and the Town Council of Snowmass Village, have adopted Joint Resolution # 61-1993, approving a comprehensive valley transportation plan and endorsing a one-half (1/2) cent sales tax and one-half cent use tax to fund the general elements of the transportation plan and the formation of the Elected Officials Transportation Committee (EOTC); and~~

WHERAS, the members of the EOTC agree that the amount of all expenditures and all projects to be funded with revenues derived from the one-half (1/2) cent sales and one-half (1/2) cent use tax shall be agreed upon by all three members of the EOTC in advance of any such expenditure and/or project as evidenced by a resolution duly adopted by the governing bodies of each party; and

WHEREAS, the Aspen City Council, the Pitkin County Board of County Commissioners, and the Town Council of Snowmass Village, as members of the Elected Officials Transportation Committee known as the EOTC, are working together to solve common transportation problems; and

WHEREAS, the Brush Creek Park and Ride Lot owned by the Colorado Department of Transportation (CDOT) located on 27.2 acres, in Pitkin County, on the east side of State Highway 82 across from Brush Creek Road is currently used for transit and parking purposes; and

WHEREAS, The entire area identified on the attached Exhibit A commonly referred to as the Brush Creek Park and Ride Lot (Park and Ride Lot) is jointly leased by the City of Aspen (Aspen) and the Roaring Fork Transportation Authority (RFTA) from the Colorado Department of Transportation (CDOT) for transit and parking use; and

~~WHEREAS, the EOTC has agreed to design and fund the construction of additional unpaved parking spaces at the Brush Creek Park-N-Ride parking lot owned by the Colorado Department~~

~~of Transportation (Coon located on 27.2 acres, in Pitkin County, on the east side of State Highway 82 across from Brush Creek Road; and~~

WHEREAS, the City of Aspen and the Roaring Fork Transportation Authority (RFTA) have been required to enter into a joint lease agreement with CDOT, the owner of the site, to permit the construction of site improvements, management, maintenance and use of the site for transit and parking purposes; and

~~WHEREAS, the City of Aspen, on behalf of the EOTC has submitted a State Highway Access Permit Application to CDOT for approval in order to make access changes and site improvements to the Brush Creek Park N Ride parking lot; and~~

WHEREAS, the RFTA shall continue to operate in and out of the transit area and maintain the transit facilities in the Brush Creek Park and Ride; and

WHEREAS, the Brush Creek Park and Ride Management, Maintenance, and Use Plan will regulate and assign responsibilities for the management, maintenance and use of the Brush Creek Park and Ride lot; and

WHEREAS, the EOTC wishes to further define and clarify the method and process by which the Brush Creek Management, Maintenance and Use Plan will be implemented and funded; and

NOW, THERFORE, for and in consideration of the mutual covenants and agreement of the parties, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

PURPOSE

This Intergovernmental Agreement is designed and intended to assign, define and clarify the management, maintenance and use of the Brush Creek Park and Ride Lot through the Brush Creek Park and Ride Lot Management, Maintenance and Use Plan.

BRUSH CREEK PARK-N-RIDE MANAGEMENT MAINTENANCE AND USE PLAN

The purpose of the Park and Ride Lot is to provide parking and shuttle service for commuters, visitors, day skiers, special event attendees and others traveling to the Town of Snowmass Village, Pitkin County and/or the City of Aspen. No other uses are allowed in the Brush Creek Park and Ride lot.

Exhibit A, appended hereto and made a part hereof, designates three areas of responsibility: the City of Aspen Maintenance Area, the RFTA Maintenance Area, and the CDOT Maintenance Area. The responsibility for the management, maintenance and use of those respective areas of the Park and Ride Lot shall be as indicated on Exhibit A.

The EOTC shall budget for and fund the annual operating and capital costs associated with the portion of the Park and Ride Lot area to be maintained by the City of Aspen for the EOTC. An annual operating and capital budget shall be presented to the EOTC for review and approval during the annual EOTC budget process.

~~The budget approval process shall be consistent with the EOTC budget approval process and~~

~~require unanimous approval by all member jurisdictions, provided that the individual jurisdictions do not have to have a unanimous vote but simple majority vote.~~

~~The EOTC shall review the current transit, parking operations, and special event use of the facility annually and must unanimously approve any proposed major changes in use of the lot in conjunction with COOT.~~

RFTA at its own expense shall maintain the portion of the Park-and-ride Lot associated facilities designated as the RFTA Maintenance Area on Exhibit A with the exception of the landscaping, irrigation and irrigation pond in the RFTA Maintenance Area, which will be maintained by the City of Aspen.

~~CHANGE OR FUTURE USE OF THE PARKING LOT~~

~~Any proposed change or special event use of the Park-and-ride Lot shall require the unanimous approval of the member jurisdictions of the EOTC consistent with existing IGAs governing the EOTC, providing that the individual jurisdictions do not have to have a unanimous vote, rather a simple majority vote, and in coordination with CDOT.~~

CITY OF ASPEN RESPONSIBILITES

The Director of Parking for the City of Aspen shall be responsible for developing an operational plan for the daily and minor special use, management, maintenance, and enforcement of the portion of the Park-and-ride Lot designated as the City of Aspen Maintenance Area on Exhibit A. Any special event use of the Lot will require prior approval of the Director of Parking for the City of Aspen. A special event applicant may appeal a decision of the City of Aspen Parking Director to the EOTC Staff. If there no resolution through this appeal, the applicant may appeal to the EOTC at the next available EOTC meeting.

Any special event request shall require a written transportation and parking plan detailing the proposed use of the transit facilities, parking areas, traffic control and impacts to the intersection or access roads to or from the parking lot. The entity requesting the special use shall be responsible for acquiring the necessary permits and may be charged a fee. Any fees assessed shall be used to recoup costs associated with management and maintenance of the Park-and-ride Lot.

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The City of Aspen shall maintain and repair the parking area and facilities including but not limited to the paved asphalt lot, striping, parking islands, landscaping, existing lighting, signage, curb and gutter, the gravel RAP or green engineered parking surface, pedestrian trail, drainage pond, drainage piping and system, irrigation systems and any other facilities in the parking area. The City of Aspen shall also maintain and repair the drainage pond and fence, drainage piping and system and the irrigation systems in the RFTA~~RFfA~~ Maintenance Area.

Specifically, maintenance shall include:

1. Snow Removal. Snow shall be removed from the parking lot, the parking lot access road, the sidewalk and the concrete pads by private contractor. Plowing shall be required after every snowfall of 3 inches or more. If necessary, snow shall be hauled from the site.

2. Lot Sweeping and Flushing. Sanding shall be limited to critical areas, and sand shall only be applied during extremely icy conditions. The City shall, within four days of the sanded areas becoming dry, flush and/or sweep with water. After the snow and ice have melted and

the parking lot has cured next spring, the City shall sweep and/or flush the lot and access lanes (depending on the condition of the recycled asphalt surface) on a monthly basis.

3. Daily Maintenance. A part-time day maintenance worker shall pick up trash and empty trash bins, sweep and/or remove snow and ice from pedestrian walkways, clean and stock the portable rest rooms, perform weed management, repair and replace irrigation system as needed, and replace lights.

4. Preventative Maintenance. The Aspen Director of Parking shall conduct monthly inspections of parking lot and road surfaces, checking for enlarged cracks, potholes or other surface problems. Problems shall be corrected within three days of discovery, with assistance from County Road and Bridge Department, City Streets Department, or CDOT, as appropriate. The existing signs, lighting, striping, irrigation and landscaping shall be repaired or replaced as needed.

5. Enforcement. Enforcement of parking restrictions, rules and regulation shall be performed by the City of Aspen.

RFTA RESPONSIBILITIES

RFTA shall be responsible for the maintenance of all facilities in the RFTA maintenance area including, but not limited to bus shelters, benches, lights, bike racks, portable toilets, trash cans, signage, roadway striping, asphalt roadway, islands, curb and gutter and passenger plaza.

RFTA shall also provide the following services: trash removal, cleaning of bus shelters, snow removal of roadways and pedestrian plaza

RFTA shall continue to operate its services in and out of the Park-and-ride Lot.

~~SPECIAL AND FUTURE USES~~

~~Any requests to use the Park and Ride Lot outside of commuter parking shall be submitted in writing to the City of Aspen's Director of Parking, the manager of the lot, and will require unanimous approval of the EOTC, provided that the individual jurisdictions do not have to have a unanimous vote but simple majority vote. These other uses include special event parking, construction staging and long term parking.~~

~~Any special event request shall require a written transportation and parking plan detailing the proposed use of the transit facilities, parking areas, traffic control and impacts to the intersection or access roads *to* or from the parking lot. The entity requesting the special use shall be responsible for acquiring the necessary permits and may be charged a fee. Any fees assessed shall be used to recoup costs associated with management and maintenance of the Park and ride Lot.~~

~~Nothing contained within this Agreement shall foreclose any member of the EOTC to suggest changes in the future uses of the Park and ride Lot. Any such future changes in use shall require the unanimous approval of the EOTC member jurisdictions, provided that the individual jurisdictions do not have to have a unanimous vote but simple majority vote.~~

III.
ANNUAL RENEWAL AND TERMINATION

This Agreement shall be perpetual unless one or more parties to this agreement shall provide written notice that it desires to terminate the Agreement. Any party to this Agreement may terminate the Agreement upon 90 days prior written notice to the other parties. Upon termination of this Agreement, this Agreement shall become null and void.

IV.
MISCELLANEOUS

This Agreement may be modified only by written amendment approved by all parties acting separately.

Nothing contain in this Agreement shall mean or be construed to mean that an individual party to this Agreement may not independently fund or implement a specific element of the Plan or some other transportation related project without the consent of the other parties.

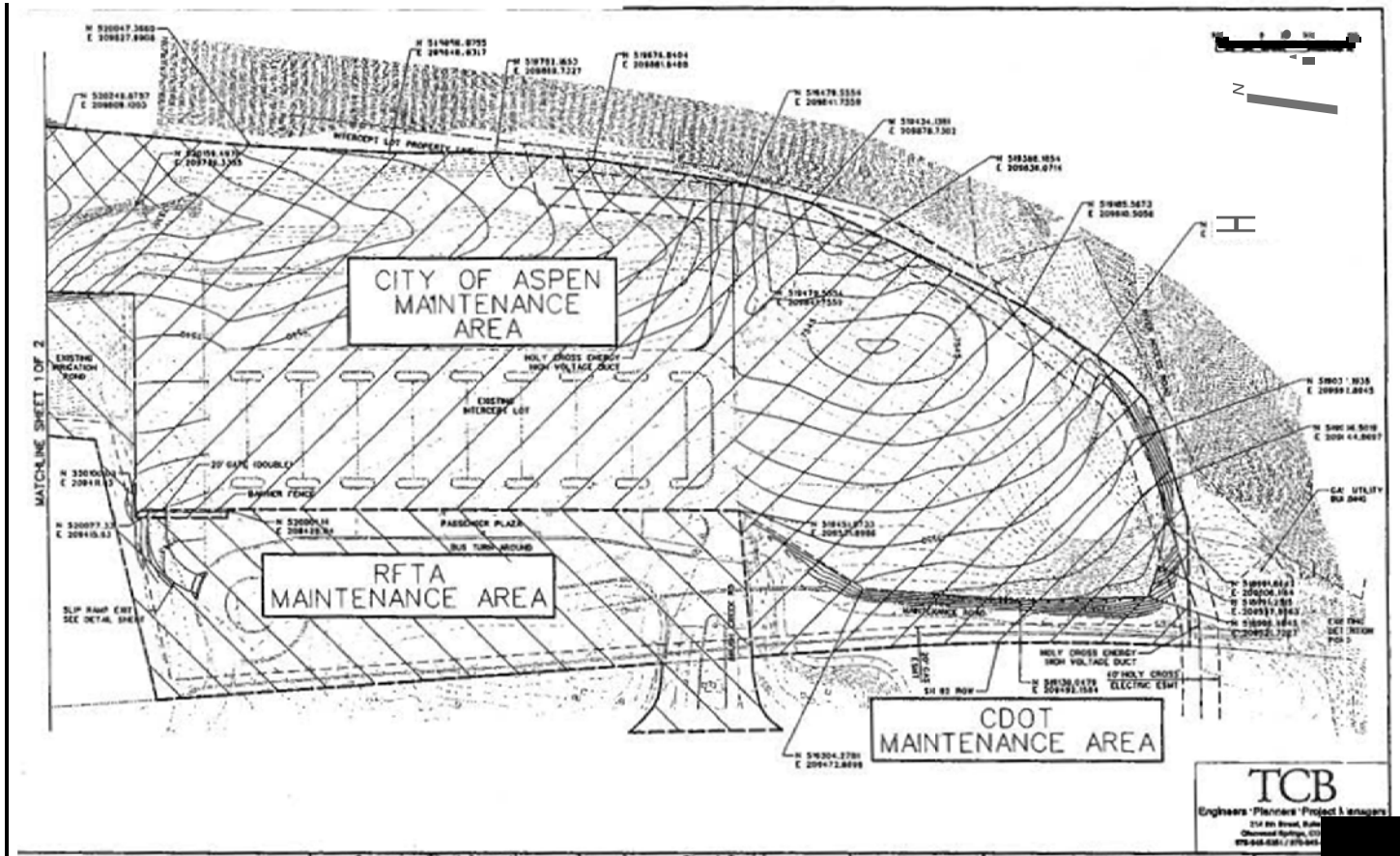
If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, illegal, or unenforceable for any reason, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of the Agreement are declared to be severable.

This Intergovernmental Agreement is not intended to create any right in or for the public, or any member of the public, including any contractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms. The duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by law.

Each party represents that it has the specific power and authority to enter into and consummate this Agreement according to law and that it has followed the proper legal procedures to authorize those persons whose names are subscribed below to execute this Agreement and obligates that party to perform this Agreement.

Exhibit

A, p.1



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The City of Aspen

Computer File Information		
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Last Modification Date: 03/03/95	Initials: SDH	
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Acad Ver.: MS. V8	Scale: 1" = 100'	Units: English

Sheet Revisions

As Constructed
No Revisions
Revised
Void

Brush Creek P-N-R
Management, Maintenance & Use Plan

Designer: S. Haynes
Detailer: S. Haynes
Structure Numbers
Sheet Subset:
Subset Sheets: 2 of 2

Project
Sheet Number

[redacted]

DATE: 03/03/1995
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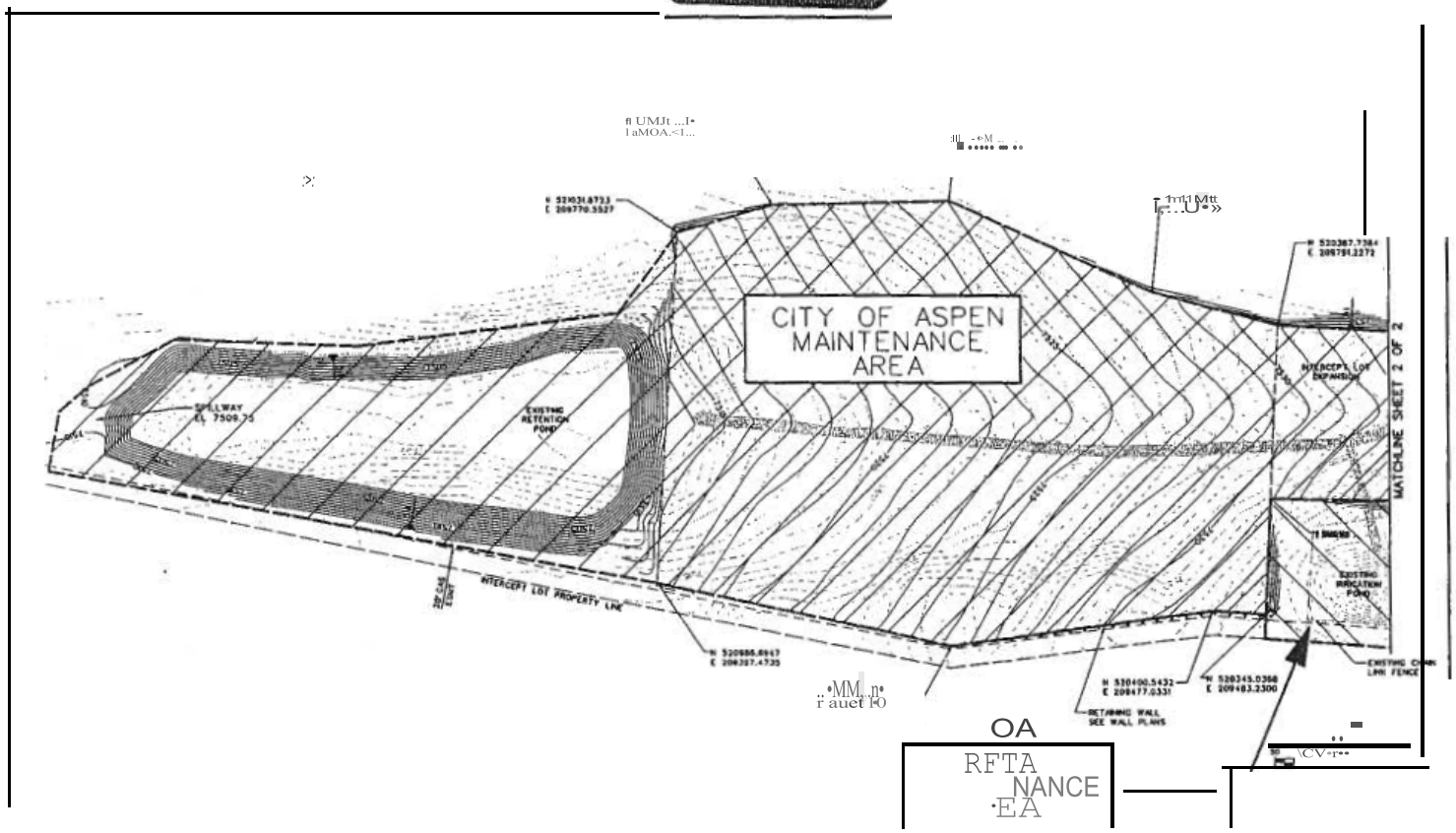
CITY OF ASPEN
MAINTENANCE
AREA
EXISTING
RETENTION
POND
SPILLWAY
EL 7509.75
INTERCEPT LOT PROPERTY LINE
INTERCEPT LOT
EXPANSION
MATCHLINE SHEET 2 OF 2
EXISTING
IRRIGATION
POND
EXISTING CHAIN
LINK FENCE
RETAINING WALL
SEE WALL PLANS
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