

**Boulder Junction Access District (BJAD)
Joint Commission – Parking and TDM Meeting
&
Boulder Junction Access District (BJAD) – Parking Meeting
November 19, 2015
4 - 6 pm
1777 West Conference Room, 1777 Broadway**

1. Roll Call
 - BJAD TDM: Hyde-Wright, Koval, Osborne, Pawlowski, Pedersen
 - BJAD Parking: Koval, Osborne, Pedersen, Shanahan, Wells
2. Disclosure of Conflicts of Interest
3. Public Participation
4. Matters from Commissioners
 - 2016 Council Priorities Feedback Initial Review – Due 12/21/15
 - Commission Recruitment Questions Feedback
5. Matters from Staff :
 - RTD Art License – FYI Only
 - AMPS Study Session Feedback
6. Parking Commission Update:
 - Status of Depot Square Garage Parking Access System
 - District Parking Permit procedures
7. TDM Commission Update:
 - Car Share Status
 - BCycle Station Funding Request
 - RTD Bus Schedules and Route Plans for Boulder Junction
 - District Access Survey Plans
8. Action Items
9. Adjourn as BJAD Joint Commission

Attachments:

- 2016 Council Priorities
- Board Recruitment Questions
- RTD Art License
- Depot Square Garage Parking Permit Application
- Local Listening Sessions Flyer re: Boulder Valley Comprehensive Plan Update

Upcoming Meetings/Topics

December 17 BJAD Meeting: Depot Square Plaza Rules, Feedback on 2016 Council Priorities

Commissioner Terms:

<u>TDM Commission</u>	<u>Term Expires</u>	
John Pawlowski-Chair	3/2018	Property Owner/Rep
John Koval-Vice Chair	3/2016	Property Owner/Rep
Alex Hyde-Wright	3/2020	Citizen at Large
Susan Osborne	3/2019	Citizen at Large
Scott Pedersen	3/2017	Property Owner/Rep

<u>Parking Commission</u>	<u>Term Expires</u>	
Susan Osborne-Chair	3/2019	Citizen at Large
John Koval-Vice Chair	3/2016	Property Owner/Rep
Scott Pedersen	3/2017	Property Owner/Rep
Jeff Shanahan	3/2018	Property Owner/Rep
Thomas Wells	3/2020	Citizen at Large

BJAD 2015 Priorities:

- Boulder Junction's new community implementation
- Planning on Pollard site
- Installation of quiet zones
- "Last mile" transportation strategies
- Council / Commission knowledge collaboration
- BJAD two boards' consolidation potential
- Informational sessions with City Council

Dear Board and Commission Members,

In preparation for the annual retreat on January 22 and 23, 2016, Council invites each board and commission to provide feedback to the following questions. Your responses should reflect the consensus of your board or commission, rather than individual views. Please submit your replies to Lynnette Beck at beckl@bouldercolorado.gov no later than Monday, December 21, 2015.

1. What are your top priorities within the framework of the council work plan adopted at the last city council retreat?
2. What would you like to see done that would further advance the council goals?
3. How can your board or commission specifically help reach the council goals?
4. Are there city policies that need to be addressed that would enable your board or commission to function at a higher level?
5. Are there other items that council should address in the coming year?
6. Are there other priorities outside of the council goals that your board or commission would like to address in the coming year?

Thank you for providing this important information for Council's consideration.

Best regards,

Lynnette

Lynnette Beck, Boulder City Clerk (Incoming)
1777 Broadway - Boulder, Colorado 80302
BeckL@bouldercolorado.gov





BOULDER JUNCTION ADVISORY – PARKING COMMISSION

Annual Application - 2015

Date

02/26/15

For the time being, both the Boulder Junction Access District Parking Commission and the Boulder Junction Access District Travel Demand Management (TDM) Commission meet at the same time and location, and are treated as a joint commission. In the future, after Boulder Junction is complete, the two commissions will act independently.

Staff Liaison: Molly Winter (303)413-7317

Both commissions meet on the first Wednesday of the month in the Council Chambers in the Municipal Building.

The City of Boulder believes that a diverse work force adds quality and perspective to the services we provide to the public. Therefore, it is the ongoing policy and practice of the City of Boulder to strive for equal opportunity in employment for all employees and applicants. No person shall be discriminated against in any term, condition or privilege of employment because of race, national origin, religion, disability, pregnancy, age, military status, marital status, genetic characteristics or information, gender, gender identity, gender variance or sexual orientation.

The Boulder City Charter requires representation of both genders on City Boards and Commissions.

First Name *

Catherine

Last Name *

Hunziker

Home Address (Not available to the public unless you are appointed.) *

3100 Carbon Place #103

Street Address

Address Line 2

Boulder

City

80301

Postal / Zip Code

Co

State / Province / Region

USA

Country

Best phone number where you can be reached

Home Phone (?)

720-629-3049

Mobile Phone (?)

720-629-3049

Work Phone (?)

720-629-3049

E-mail Address *

catherine@wishgardenherbs.com

Occupation

Entrepreneur, professional herbalist & formulator.

Place of Employment/Retired

WishGarden Herbs, Inc.

Do you reside within the city limits? *

Yes No

How long have you lived in the City of Boulder?

ANSWER ALL OF THE FOLLOWING QUESTIONS

1. What technical/professional qualifications, skill sets and relevant experiences do you have for this position (such as educational degrees, specialized training, service on governing or decision-making boards, etc.)? *

I am currently president of the Steelyards HOA Board, and have been chair of the parking committee since its inception 2 or 3 years ago.

2. Have you had any experiences with this Board or the services it oversees that have sparked your interest in becoming a member of the Board, and, if so, please describe the experience(s) and what insight you gained. *

Living and working in a neighboring development has led to much interest in Boulder Junction. I attended on district board meeting some time back at the Boulder Public Library, and several of us met with Molly Winters last fall to discuss parking impact and solutions for the Steelyards as Boulder Junction starts to come on line.

3. Describe a situation where you were involved with a group and had to work through a disagreement or conflict among the members. What techniques or specific actions did you find to be most effective in mitigating or resolving the disagreement/conflict? *

As an employer I deal with conflict between employees and people quite frequently, and often need to play a mediator's role. I employ and encourage the art of active listening to uncover what exactly people are feeling and why. If I can see a way out, I seek commitments from both parties to make changes to behaviors or actions that will work towards resolving the conflict.

4. List all potential conflicts of interest you might have with respect to the work of this board, and explain how you think any potential or perceived conflicts of interest should be handled by Board members. *

As president of the Steelyards HOA board, I have a responsibility towards the interests and welfare of the Steelyards. However, I would think those interests to be mostly in alignment with those of the Boulder Junction districts. The one exception might be parking, but even there I think there would be alignment as both developments want the area to work well on all levels, while achieving the primary goal of as much alternative mode transportation as possible.

5. How do you see the Access District Boards supporting the transit oriented development focus of Boulder Junction? *

By providing the best possible alternative transportation modes that people will want to use, as preferable to driving in time and cost, that fit their movement patterns. Ease and flow of access is also important so as not to discourage usage. This may require being realistic about providing adequate parking for the remaining car traffic to local residents, businesses and services that cannot be replaced by alternative modes anytime soon.

6. What is the relationship between the parking and travel demand management programs in making Boulder Junction a model of reducing SOV trips? *

Number one would be direct and frequent commuter lines in and out of Boulder Junction to North Denver communities, Denver, Louisville-Lafayette and Longmont, for incoming and outgoing employees, with quick transfer to feeder lines to areas of business. Second would be to address resident needs, with a direct or easy quick route to DIA being at the top of the list, sporting events, Denver metro, etc. Attendant to this would be a robust and affordable Eco-Pass program.

7. What are the challenges that you foresee in the development of Boulder Junction and what roles can the Boulder Junction Parking Commission and the Boulder Junction Travel Demand Management (TDM) Commission play in overcoming these? *

Challenges I see are getting RTD to prioritize our community with the service that would attract the riders and motivate them to leave their cars behind. I also see funding the programs and providing adequate parking for the remaining car traffic in and out of the district as a potential challenge.

8. As there will be limited revenues, development and property taxes in the early years of the Access Districts, do you have any creative ideas about public/private partnerships that can play a role in supporting a successful district? *

This is a world I am not familiar with as yet, but my first thought would be to go after grants and governmental monies, such as were used to build the RTD hub.



Boulder Junction Access District

Travel Demand Management Commission
Annual Application - 2015

Date

03/04/15

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Staff Liaison: MollyWinter (303)413-7317

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The Boulder City Charter requires representation of both genders on City Boards and Commissions.

First Name *

Alex

Last Name *

Hyde-Wright

Home Address (Not available to the public unless you are appointed.) *

710 37th St

Street Address

Address Line 2

Boulder

City

80303

Postal / Zip Code

CO

State / Province / Region

United States

Country

Best phone number where you can be reached

Home Phone (?)

Mobile Phone (?)

Work Phone (?)

206-850-3596

303-441-4910

E-mail Address *

alex.hydewright@gmail.com

Occupation

Transportation Planner

Place of Employment/Retired

Boulder County

Do you reside within the city limits? *

Yes No

How long have you lived in the City of Boulder?

7 years

ANSWER ALL OF THE FOLLOWING QUESTIONS

1. What technical/professional qualifications, skill sets and relevant experiences do you have for this position (such as educational degrees, specialized training, service on governing or decision-making boards, etc.)? *

My technical and professional qualifications include my bachelor's degree in Environmental Design with a concentration in Architecture (CU-Boulder) and my present and past jobs with the Boulder County Transportation Department.

Currently, I serve as the Bicycle Planner and Employee Transportation Coordinator (ETC) for Boulder County. In my role as ETC, I promote the use of sustainable transportation options by Boulder County's 2,000 employees and oversee a variety of transportation benefit and encouragement programs, including Boulder County's EcoPass program and vanpool, B-Cycle and eGo carshare benefits for employees. I also market the DRCOG Bike to Work Day to Boulder County employees and manage "Multi-Modal Week," which we run concurrently to B2WD and use to encourage commuters to use all non-SOV modes for commuting. As ETC, I manage the budget for all of these programs.

In my role as Bicycle Planner, I am involved in a variety of engineering and encouragement activities to promote bicycling by and improve infrastructure for all Boulder County residents. I review Engineering projects and plans, manage the County's Bus-then-Bike program (secure bicycle parking facilities at transit centers), work with Boulder County's traffic engineer or roadway operations and striping and assist in the planning of capital projects.

In addition to my education and current professional roles, I continue to further my knowledge of the transportation planning field through trainings, conferences and webinars on related topics.

2. Have you had any experiences with this Board or the services it oversees that have sparked your interest in becoming a member of the Board, and, if so, please describe the experience(s) and what insight you gained. *

As this Board is newly formed to guide the operation of the Boulder Junction Access District, I have not had any experiences with the services it oversees.

In addition to my professional role in administering programs similar to what is proposed for Boulder Junction, I have personally benefited from the transportation benefits Boulder County provides. As a Boulder County employee, I receive an EcoPass, and while I don't ever use it to commute- I bike to work every day- it has benefited me countless times outside of work. I cannot overstate how much having an unlimited bus pass in my pocket incentivizes travel by public transportation; whether it's the N to Eldora, the BV/BMX/BX to Denver or the AB to the airport, my EcoPass makes all of these trips effortless- at least in terms of payment.

I think many people who commute into or move to Boulder want to use other modes of transportation, but as the private automobile is so deeply ingrained in our society, something needs to happen to help tip the scale away from SOV travel. This board and the programs it oversees can help tip this scale.

3. Describe a situation where you were involved with a group and had to work through a disagreement or conflict among the members. What techniques or specific actions did you find to be most effective in mitigating or resolving the disagreement/conflict? *

A couple months ago I attended a CDOT- sponsored training for bicycle facility design. The format was a series of mock trials surrounding cases of some combination of motorist-bicyclist-pedestrian collisions involving innovative bicycle facilities such as cycle tracks or protected bike lanes. We were split into groups and took turns serving as jurors or litigators for either the designer or the user of the facilities in a civil suit against the other.

During my turn serving as a juror, in deliberations the other jurors and I were locked in a standstill about which side had better proved their case. To resolve our impasse, we took turns with each person having a few minutes to explain their thinking and sway the other jurors. Periodically we took votes to determine if we were making progress towards a compromise. After several rounds of persuading and votes, we arrived at a compromise that we could all at least live with. The lessons I learned from this experience include the importance of keeping a debate civil where all members have a chance to speak, the

importance of pausing to take the temperature of the group and see how far off compromise awaits, and the importance of being flexible in what you view as essential versus merely desirable.

4. List all potential conflicts of interest you might have with respect to the work of this board, and explain how you think any potential or perceived conflicts of interest should be handled by Board members. *

Recently Boulder County and the City of Boulder received grant funding to construct a Bus-then-Bike shelter at Boulder Junction. While the City would construct the shelter, in my role as Bicycle Planner for Boulder County I have some role in determining the exact location of the shelter, and once complete, I would manage and operate the shelter (issue key-cards, coordinate maintenance, market, and respond to inquiries/complaints) as part of the broader Boulder County Bus then Bike Program.

I think all potential and perceived conflicts of interest should be disclosed upfront by Board members. If a matter is being voted on by the Board, and a member has a conflict, they should listen to other members of the Board in deciding whether or not to recuse themselves from a vote. If the conflict is not direct, I don't think recusal would always be necessary. Even if a member recuses themselves from a vote, they should still be allowed to participate in the discussion, and the other Board members, aware of the conflict, will be able to interpret their comments with an eye toward how the conflict may color the member's comments.

5. How can the Boulder Junction Parking Commission and the Boulder Junction TDM Commission promote transit oriented development within Boulder Junction? *

I believe that in transportation design is destiny; Winston Churchill once said "We shape our buildings; thereafter they shape us. If the Commissions are to promote transit oriented development within Boulder Junction, the Commissions must work with the Transportation Advisory Board and the Design Review Board to ensure new development is truly transit-oriented. In the context of urban design, this means building at a pedestrian scale.

Existing super-blocks must be broken up into smaller blocks with narrow rights-of-way; existing blank walls must be replaced by narrow storefronts and dynamic facades to invite walking and existing underutilized parking lots must be redeveloped into a vibrant and dense mixed use environment that provides opportunities for residents and visitors alike to run errands safely and conveniently on foot or by bike. While the design of the physical environment may not be the core focus of this Board, it is absolutely essential that Boulder Junction is built in a way to foster walking if this Board is to have success in reducing SOV travel. If the design of new development creates a dull or worse, hostile environment for people on foot, no amount of subsidies, incentives or cajoling will ever entice people out of their cars.

To promote transit oriented development within Boulder Junction, this Board should provide clear guidance to developers about what exactly that means. Developers should not be relied upon to guess what the city means by this- it should be outlined to them in such a way that they themselves will be able to determine if their projects are aligned with the City's goals.

6. How can the parking and travel demand management programs reduce SOV trips to and from Boulder Junction? *

Design is the first step in reducing SOV travel to and from Boulder Junction.

After this, providing options and making these options clear are the next priorities. In order for transit to compete with the low marginal costs of additional vehicle travel, an EcoPass is essential. This removes the high marginal cost of using transit (and also removes any uncertainty about fares) and suddenly renders car travel the marginally more expensive option. In terms of promoting transit use to and from Boulder Junction, providing EcoPasses to residents and workers is the highest priority among incentive programs. For commuters who lack good access to transit, generous vanpool subsidies are the next priority- although their effectiveness is limited by the non-spontaneous nature of vanpools.

For trips within the district, safe and convenient walking and biking routes must be provided and maintained. Protection from noise and vehicle traffic is paramount for these vulnerable roadway users. Snow removal is also particularly essential for these active modes, as even the threat of snow is enough to suppress them all winter if pedestrians and cyclists come to expect that a snow event will render their trip dangerous or untenable.

I think one limiting factor for bicycle trips is when people's bicycles fall into disrepair- a broken

bicycle can be financial and time disincentive to further riding. To combat this, perhaps subsidies for bike repairs or tune-ups could be offered. Community Cycles will also be very close by, free memberships could be included in the TDM package residents receive along with EcoPasses, B-Cycle memberships and eGo memberships.

These carrots will help make travel options besides SOV attractive, however, a stick is also needed if Boulder Junction is to meet its mode-share goals. Parking should always be a la carte- its cost should never be included or bundled but rather charged separately so that every time someone uses a parking space its cost is borne directly by the user. Parking should be unbundled from housing (purchased separately) and from offices/retail- ie, every time someone parks a car in Boulder Junction, they should pay for this service to offset the negative externalities of this choice.

In short, the parking and TDM programs need to provide options and make clear what each option will cost. If parking is priced correctly and TDM subsidies are provided, people's economic choices will match the city and the district's goals.

7. What are the challenges that you foresee in the development of Boulder Junction and what roles should the Boulder Junction Parking Commission and the Boulder Junction TDM Commission play in overcoming these? *

The biggest challenge facing the development of Boulder Junction is opposition from neighbors and the public at large. I think the opposition can be distilled into two broad groups: opposition to ugly taller buildings, and opposition to increased traffic congestion/parking woes.

The first is better handled by the Design Review Board and the Planning Board/City Council. The second should be handled by this Board.

To counter (perhaps deserved) opposition to traffic congestion and parking woes from development in Boulder Junction, the BJAD should set a goal that Boulder Junction should not result in any increased traffic volumes. Rigorous data should be collected on the progress of development and whether or not it is meeting this goal. If it is not, TDM programs should be ramped up.

The data collected should be freely available to the public, and while data will not quell emotional or irrational objections to development, it does provide a counter-point to pleas to city council that development is detrimental to Boulder.

In short, the BJAD should overcome people's objections to traffic congestion by ensuring that Boulder Junction doesn't cause it. If neighborhood parking spillover becomes an issue, it should be explored to create Residential Parking Permits and return most of the revenue collected to the neighbors, either directly or in the form of increased maintenance/services. If the neighbors see Boulder Junction as an amenity instead of something that has been pushed on them that they must now live with, opposition will not be as fierce.

Opposition to new development will never be eliminated, but the BJAD should work to ensure that opposition citing increased traffic volumes is baseless.

8. As there will be limited revenues, development and property taxes in the early years of the Access Districts, do you have any creative ideas about public/private partnerships that can play a role in supporting a successful district? *

In the early years of the Access Districts, temporary uses that might otherwise be prohibited should be explored. In exchange for permitting fees, empty lots and parking lots could be used to house food trucks and events such as beer festivals or outdoor movies in the summer. These events will bring people to the site and build excitement around the development happening, while also providing a small amount of revenue to the Access Districts.

In general however, I don't see a huge role for PPPs in generating early revenue for the Districts. Chicago recently sold the rights to their parking meter revenue in exchange for an upfront lump-sum amount- this has widely been panned as a terrible investment for the city and cedes control of the public realm from the city to a private company. Perhaps a small number of the parking spaces could be leased to a private company in exchange for some upfront cash, but this should not be the norm for how most of the spaces in Boulder Junction are managed.

ART ON PRIVATE PROPERTY LICENSE AGREEMENT WITH THE REGIONAL TRANSPORTATION DISTRICT

THIS LICENSE AGREEMENT (hereinafter referred to as the “Agreement”) is made as of this _____ day of _____, 2015, by and between Depot Square Owners Association, Inc., a corporation (hereinafter referred to as “Licensor”), and the Regional Transportation District, 1600 Blake Street, Denver, CO 80202, (hereinafter referred to as “RTD” or “Licensee”), and collectively referred to as the “Parties.”

General Considerations

1. RTD has contracted with an artist (hereinafter referred to as the “Artist”) to construct, place and display a commissioned work of art (hereinafter referred to as the “Work”) under the rights and requirements set forth in the RTD Contract with the Artist.
2. In consideration of the covenants and promises from Licensee, subject to the terms and conditions hereinafter set forth, Licensor hereby grants to the Licensee, license and permission to install and maintain the Work at the following locations:
 - a. The Work consists of four pieces of art constructed out of aluminum to resemble trees.
 - b. The locations of the pieces of the Work are generally depicted on Exhibit A. The licensed locations are referred to as the “Licensed Premises.”
3. The Licensed Premises shall be the exact location on the Licensor’s property where the Work will be installed and shall also include such property adjacent thereto as is reasonably necessary to allow for the initial preparation, installation, and subsequent maintenance of the Work that is the subject of this Agreement. RTD and the Licensor will jointly agree as to the Licensed Premises, the exact locations of the Work.
4. The Artist and RTD have, to the best of their knowledge, complied with the requirements of Boulder City Code in installing and presenting the Work [and agree to abide by local, state, and any federal laws with respect to the Work.](#)
5. It is the intent of the Parties that the Artist shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, or services related to the Work, without additional cost to either RTD or the Licensor. The Licensor’s notice of deficiencies shall be delivered to RTD within 30 days after the mutual signing of this agreement, and if so notified of any deficiency, RTD shall cause Artist to correct discovered defects, inaccuracies or incompleteness. The acceptance of the Work by RTD and the Licensor shall not relieve Artist from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Artist’s negligent acts, errors or omissions.
6. The Licensor shall take reasonable measures to mitigate interference with access to the Licensed Premises or operations within the Licensed Premises during the Artist’s or RTD’s maintenance of the subject Work.

Comment [sml1]: Need some clarity here on whether it is RTD or the Artist who is responsible for maintenance.

7. **Ownership of the Licensed Property.** RTD agrees that neither RTD nor the Artist has, and shall not have at any time in the future any ownership interest or estate in the Licensor's real property or the Licensed Premises, except those rights conveyed by this Agreement.

8. **Ownership of the Work.** For its financial contribution to the Artist, RTD retains the right to have and use the Work on the Licensed Premises as long as RTD wants to have the Work there, subject to the Licensor's permission as described herein. Ownership of the Work shall be with RTD. The Licensor agrees that it does not have or will not claim, and shall not at any time in the future have or claim any ownership interest or any other interest in the Work.

9. **Maintenance and Removal of the Work.** Licensor agrees not to alter, change, paint over, touch up, repair, or maintain the Work once it is installed on the Licensed Premises. Licensor agrees not to intentionally damage, alter, modify, or change the Work.

RTD shall have the ongoing obligation financial and otherwise, for the upkeep and maintenance of the Work. RTD recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. RTD shall reasonably assure that the Work is properly maintained and protected, taking into account the instructions of the Artist for the maintenance of the Work, and shall reasonably protect and maintain the Work against the ravages of time, vandalism, and the elements. With this Agreement, Licensor hereby grants a license to RTD and the Artist to enter upon and occupy the Licensed Premises for the sole purpose of maintaining the Work.

Comment [sml2]: Same comment as above... Need some clarity here on whether it is RTD or the Artist who is responsible for maintenance.

All repairs and restorations, whether made by the Artist or by RTD, shall be made in accordance with recognized principles of conservation.

Comment [sml3]: Same as above

RTD shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work will be made. In the sole discretion of RTD, the Artist, during the Artist's lifetime, may be given the opportunity to make or personally supervise significant repairs and restorations, and shall be paid a reasonable fee by RTD for such services provided that RTD and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

Comment [sml4]: Has the issue of VARA rights been addressed with the artist in the agreement between artist and RTD?

Upon the mutual approval of RTD, the City of Boulder and Licensor, RTD at its own cost, shall have the right to remove the Work for public display at another location (or storage) or to destroy the Work, subject to reimbursement to the Licensor for any damage to the Licensed Premises. If RTD decides to destroy the Work, it shall, by reasonable notice to the Artist, offer the Artist a reasonable opportunity to recover the Work in exchange for an obligation of the Artist's agreement to indemnify and reimburse the Licensor for any damage to the Licensed Premises. If the Artist does not want to recover the Work, RTD shall offer to the Licensor the opportunity to obtain the Work at a negotiated price before destroying the work.

Comment [sml5]: Is this notice provision addressed in the agreement between RTD and Artist?

Comment [sml6]: Is this obligation referenced in the agreement between RTD and the Artist?

The Artist shall notify RTD of his current address. The failure to do so shall be deemed a waiver by the Artist of the rights to enforce the provision in this section that require the express approval of the Artist. A mailing of notice by RTD by certified mail or registered mail, return receipt requested, postage prepaid, addressed to the last known address of the Artist or the Artist's

Representative shall be deemed to be adequate notification effort by the RTD for purposes of this section.

RTD shall remove the Work from the Licensed Premises upon receiving Licensor's written request for The Licensor can request removal of the Work. Licensor shall provide RTD from the Licensed Premises with 180 day written notice prior to the date when the Licensor wants the Work removed. However, notice is not necessary Costs for removal shall be paid by RTD. RTD shall also reimburse Licensor for any damage to the Licensed Premises.

10. **Warranty of Title.** Licensor warrants that it holds fee title to the Licensed Premises and that it is authorized to convey the rights granted to RTD in this Agreement.

11. **Notices.** All notices and communications required by or permitted under this Agreement shall be given in writing and shall be personally delivered (where feasible) or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, properly addressed as follows:

THE LICENSOR
DEPOT SQUARE OWNERS ASSOCIATION, INC.
C/O DDM Property Services
1942 Broadway
Suite 314
Boulder, CO 80302

RTD
Richard Rost
Manager of Facilities Engineering
Regional Transportation District
1600 Blake Street
Denver, CO 80202

The notices shall be effective on the date personally delivered or upon the date of delivery of the U.S. Mail as evidenced by the return receipt.

12. **No Joint Venture or Partnership.** Nothing in this Agreement shall be interpreted or construed as creating a joint venture or partnership between the Parties. Neither Party shall have the right to create any obligation or incur any debt on behalf of the other Party to this Agreement.

13. **No Third Party Benefits Intended.** It is expressly understood and agreed that the enforcement of all terms and conditions of this Agreement and all rights and actions relating to this Agreement shall be strictly reserved to the Licensor and RTD, and nothing in this Agreement shall give or allow any claim or right of action to or by any other or third person to this Agreement. It is the intention of the Licensor and RTD that any person other than the Licensor and RTD receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14. **Non-Waiver.** Waiver of the enforcement of any breach of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by that Party of the same or any other provision of this Agreement.

15. **Applicable Law, Venue, Litigation.** This Agreement is made and shall be construed in accordance with the laws of the State of Colorado. The Parties stipulate that the proper venue for any court action that might occur in connection with or as a result of this Agreement is Boulder

County, Colorado. In the event of any dispute or litigation arising under the terms of this Agreement, to secure or enforce its rights, or in the event of non-performance of any obligation arising under this Agreement, the prevailing party shall be entitled, in addition to other damages or costs, to receive court costs, but not attorney fees except as allowed by Colorado Statutes.

16. **Binding Agreement.** This Agreement and all terms and conditions in this Agreement shall extend to and be binding upon the Parties and their respective representative, heirs, successors, and assigns, provided that this Agreement and the rights and duties contained in the Agreement may not be assigned or transferred, by operation of law or otherwise, without the prior written consent of both Parties.

17. **Power to Contract.** Each Party warrants that it has the power to enter into this Agreement and that its signatory is authorized to bind it hereto.

18. **Counterparts of this Agreement.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and both or all of which together shall constitute one and the same instrument.

19. **Termination.** This License Agreement shall continue until one of the Parties exercises its right under Paragraph 9 to remove or to have the Work removed from the Licensed Premises.

20. **Liability.** RTD hereby assigns its rights under its Contract with the Artist to have the Artist indemnify and hold harmless the Licensor for any damages to property or injury to persons due to the negligence of the Artist in constructing or installing the Work.

Comment [sm17]: I would like to see a copy of this agreement and think it should be included as an attachment and referenced in this agreement.

21. RTD agrees to indemnify, defend (at RTD's direction) and hold harmless the Licensor for any damages to property or injury to persons due to the negligence of ~~the~~ RTD's installation or maintenance of the Work.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR

_____, 2015
Scott Pedersen, President **Date**

ATTEST: _____

REGIONAL TRANSPORTATION DISTRICT

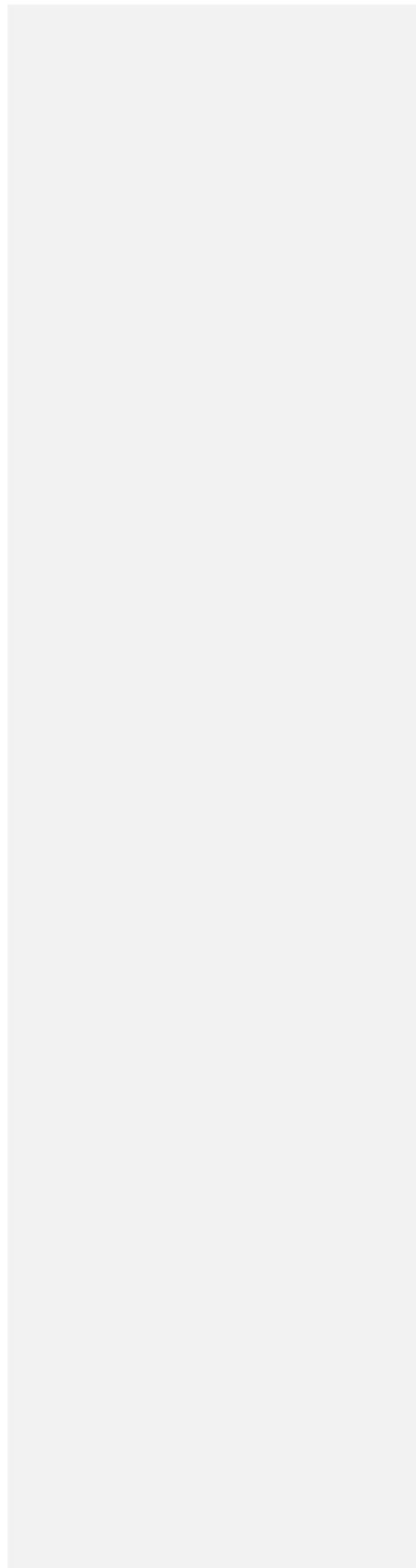
By: _____
(Signature)

|
Name: _____
(Type or Print)

Date: _____, 2015

APPROVED AS TO FORM: _____
Associate General Counsel

DRAFT



REQUIRED DOCUMENTATION

RESIDENCY OR EMPLOYMENT

Proof of Residency within Boulder Junction Parking District:

Residence is established and supported by documents dated within 90 days, and addressed to applicant.

Service and mailing addresses must be on same page.

Acceptable Forms:

- Renewal notice AND any of the following;
- Lease with terms of lease, applicant name, residential address, and signature of all parties. Signatory names should be printed on address page or with affirming signatures.
- Sublease with original lease; as above
- Excel Energy Bill
- City of Boulder Utilities Bill
- Cable Bill
- Phone Bill
- Bank Statement

Unacceptable Forms:

- Unsigned or improperly executed lease
- Lease with illegible names
- Amended lease without updated signatures and date by landlord
- Insurance Card
- Driver's License
- Preprinted Checks
- Personal or general mail

Proof of Employment within Boulder Junction Parking District:

Permanent, employment is established and supported by documents dated within 30 days.

- Employment verification form; and
- Current Pay Stub

REGULATIONS

LIABILITY AND DECLARATION

- Any person or entity violating these conditions may have their permit revoked and will be ineligible to purchase another permit for one year.
- Vehicles are subject to ticketing and/or towing (at the owner's expense) if terms and conditions are violated.
- City of Boulder Parking Services reserves the right to revoke a permit for nonpayment or returned checks.
- Vehicles parked in permit locations are at the owner's risk. Articles left in vehicle are at owner's risk. The City of Boulder is not liable for damages caused by vandalism, theft, driver's negligence or acts of God, and is not liable for personal safety.

Based on the limited number of district parking spaces available and an equitable distribution of permits throughout the parking district, the number of employee and resident permits available by address/project will be proportionately distributed.

Since not all Boulder Junction projects are completed, there will be a reissuing of all permits when projects are completed. You are not guaranteed a permit past one quarterly renewal.



INFORMATION & APPLICATION

City of Boulder-Department of Community Vitality
Parking Services Division
1500 Pearl Street, Suite 302 • Boulder, CO 80302
Phone: 303.413.7300 • Fax: 303.413.7301
boulderparking.com

APPLICATION

DEPOT SQUARE GARAGE

Application for:
 Resident Business / Employee

Name (print) _____

Business Name: _____
(for business permit)

Address: _____

City: _____ State: _____ Zip: _____

Phone: (Cell) _____ (Work) _____

Please provide email if you would like renewal notice electronically:

_____@_____

I have read and agree to the terms and conditions as stated herein. I verify by my signature that I am eligible for a Depot Square Garage permit as a permanent full-time resident or employee within the Boulder Junction Parking District. I understand this permit is only valid as long as residency and employment within District boundary conditions are met. This permit is the property of City of Boulder and is non-transferable. I am responsible for quarterly renewal. I understand City of Boulder Parking Services reserves the right to temporarily or permanently reassign any permit holder due to maintenance, construction, redistribution, or reorganization. RENEWAL IS NOT GUARANTEED.

 Applicant Signature

 Date

.....FOR OFFICE USE ONLY.....

Permit #s _____

FEES & PAYMENT

RENEWAL AND CONDITIONS

- **/Quarter.** Renewals by renewal deadline.
- \$15 replacement fee for lost, damaged or stolen permits.
- Accepted payments: Cash, Visa/MasterCard. Checks payable to: City of Boulder.

Quarter	Renewal Deadline
1 st January – March	December 31 st <small>(prior year)</small>
2 nd April – June	March 31 st
3 rd July – September	June 30 th
4 th October – December	September 30 th

Renewal Conditions:

- Renewal is not guaranteed.
- Must re-verify residency and/or employment.
- Renewal notice will be sent to address or email provided on application. It is the permit holder's responsibility to renew on time.
- Permit holder is required to notify City of Boulder Parking Services with contact information changes or employment or residency ineligibility.
- Permits not renewed by deadline will be revoked and offered to next applicant on Wait List.
- Renewal payments accepted by mail (indicate renewal notice number on check), by phone with a credit card, or in person. Mail renewals along with proof of residency and/or employment 15 days prior to the expiration date. Renewals must be received by the deadline.

CONDITIONS OF USE

ASSIGNMENT AND TRANSFERS

Assignment

- Permit parking is available on a first-come, first-served basis.
- Leasing a permit does not guarantee you a space in the Depot Square garage
- Without a permit you will be charged the current parking rates.
- Vehicles parked for more than 72 consecutive hours may be towed at the owner's expense.
- Only one vehicle per permit may be parked in the garage at one time.
- Only one parking space is allotted per vehicle.

Transfers:

- Permits are the property of City of Boulder Parking Services; permits must be returned if revoked.
- Anyone suspected of unauthorized permit transferring is subject to revocation.

LOCAL LISTENING SESSIONS

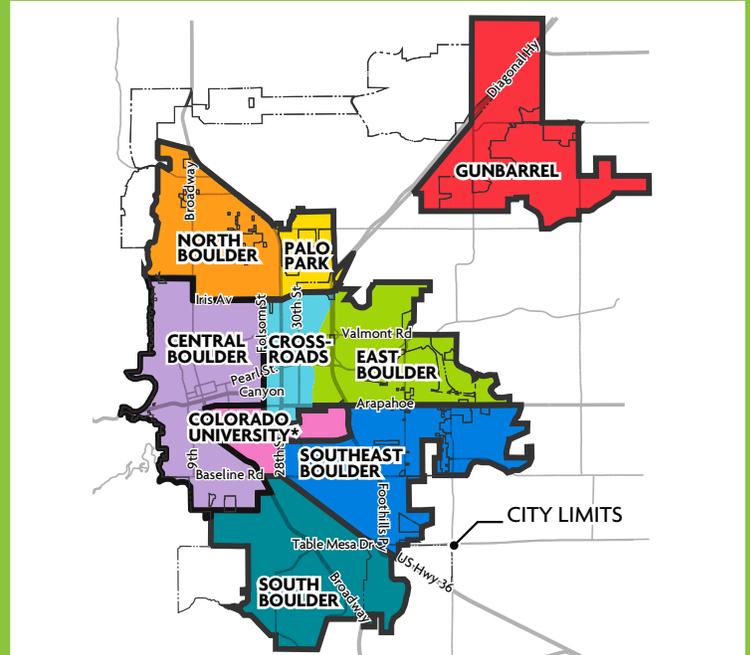
Please join the City of Boulder at a **Local Listening Session** near you to share your questions and ideas related to the update of the Boulder Valley Comprehensive Plan (BVCP) as well as city services and programs.

These sessions are an opportunity to:

- Share ideas with staff members
- Ask questions about matters affecting your part of town
- Learn more about city programs and projects in your part of town
- Learn more about the update to the Boulder Valley Comprehensive Plan

Each session includes:

- Open house on the BVCP, programs, and projects in your part of town
- Presentation about the BVCP
- Small group discussions
Includes snacks!
Child-friendly activities available.



Each session will take place from 6:30 to 8:30 p.m. at the following locations:

Central Boulder

MONDAY, NOV. 9
Whittier International Elementary, 2008 Pine St.

North Boulder/ Palo Park

WEDNESDAY, NOV. 18
Crest View Elementary
1897 Sumac Dr.

South Boulder

MONDAY, NOV. 30
Fairview High School
1515 Greenbriar Blvd.

Southeast Boulder

WEDNESDAY, DEC. 2
Eisenhower Elementary
1220 Eisenhower Dr.

Gunbarrel/Area III (Unincorporated Boulder County)

MONDAY, DEC. 7
Heatherwood Elementary
7750 Concord Dr.

Crossroads/ East Boulder

WEDNESDAY, DEC. 9
Elks Club
3795 28th St.

About the Listening Sessions:

The city and county are hosting six listening sessions within Boulder in November and December with more expected next year. These sessions will have a local focus and are a chance for you to share ideas with staff members and ask questions about matters affecting your part of town.

Some events also will offer a chance to learn more about city programs and projects planned for your area. Depending on the event, staff members from multiple departments could be on hand to talk about subjects like upcoming transportation, greenways, and parks projects, or studies affecting your part of town.

More information about each listening session, including event details, updates and valuable information about your area, is available on www.BoulderValleyCompPlan.net.

Please contact the planning team with any questions: 303-441-1881 or planning@bouldercolorado.gov.



OUR LEGACY. OUR FUTURE.

BOULDER VALLEY COMPREHENSIVE PLAN

Hosted by the
City of Boulder &
Boulder County