

# AGENDA

## CITY COUNCIL REGULAR MEETING

February 11, 2020

5:00 PM, City Council Chambers  
130 S Galena Street, Aspen



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### I. CALL TO ORDER

### II. ROLL CALL

### III. SCHEDULED PUBLIC APPEARANCES

### IV. CITIZENS COMMENTS & PETITIONS

(Time for any citizen to address Council on issues NOT scheduled for a public hearing. Please limit your comments to 3 minutes)

### V. SPECIAL ORDERS OF THE DAY

- a) Councilmembers' and Mayor's Comments
- b) Agenda Amendments
- c) City Manager's Comments
- d) Board Reports

### VI. CONSENT CALENDAR

(These matters may be adopted together by a single motion)

VI.A. Resolution #001, Series of 2020 - McLain Flats Gravel Pit Feasibility Analysis – Consent for Professional Services Contract  
Staff recommends that Council approve McLain Flats Gravel Pit Feasibility Analysis contract with Deere & Ault Consultants, Inc. in the amount of \$149,431.00.

VI.B. Resolution #011, Series of 2020 - Contract Approval for Esri Small Municipal and County Government Enterprise Agreement (EA)

VI.C. Draft Minutes of January 28th, 2020

### VII. NOTICE OF CALL-UP

### VIII. FIRST READING OF ORDINANCES

### IX. PUBLIC HEARINGS

- IX.A. Ordinance #01, Series of 2020 - Second reading - 620 Gillespie Avenue and 845 Meadows Road, Aspen Institute- Historic Designation and Benefits, Call-Up Notice of HPC's approval for Conceptual Major Development and Commercial Design, Growth Management, Planned Development, Special Review, Transportation Impact and Trash Storage, CONTINUE PUBLIC HEARING TO FEBRUARY 25TH, 2020

## **X. ACTION ITEMS**

### **EXECUTIVE SESSION**

C.R.S.4-6-402.(a) The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease transfer or sale; (b) Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local public body is not sufficient to satisfy the requirements of this subsection (4). (e) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiations;

## **XI. ADJOURNMENT**



MEMORANDUM

TO: Mayor and City Council

FROM: Raquel Flinker, Interim Utilities Portfolio Manager

THROUGH: Tyler Christoff, Director of Utilities

MEMO DATE: 02/03/2020

MEETING DATE: 02/11/2020

RE: McLain Flats Gravel Pit Feasibility Analysis – Consent for Professional Services Contract (Resolution #001, Series of 2020)

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**REQUEST OF COUNCIL:** Staff seeks Council approval for the Gravel Pit Feasibility Analysis contract with Deere & Ault Consultants, Inc. in the amount of \$149,431.00.

**PREVIOUS COUNCIL ACTION:** On October 10, 2016, Council passed Resolution #141, Series of 2016 directing staff to implement water management measures to improve resiliency against future climate change impacts. Additionally, staff was directed to implement system upgrades while continuing efforts to maintain diligence for two conditional water storage rights on Castle and Maroon Creeks. Included within this Resolution was direction to investigate alternative water storage locations.

On March 27, 2017, Council passed Resolution 60, Series of 2017 directing staff to enter into contract with Deere and Ault Consultants, Inc. for the analysis of the potential use of in-situ reservoirs as a component of Aspen’s Integrated Water System.

During the October 3, 2017 Council Work Session staff presented current results of the due diligence studies for the Woody Creek Parcel. The geotechnical studies, environmental assessments and Bird and Aircraft Hazzard Assessment indicated that the site may be appropriate for a range of water storage vessels. On October 23, 2017, Council passed Resolution #139, Series of 2017 directing staff to purchase the Woody Creek Parcel.

**BACKGROUND:** The City of Aspen operates a water utility that supplies customers both inside and outside the municipal boundary. The City is committed to operating a water system that is safe, legal and reliable. To this end, the City has developed an integrated water supply system. As a part of this integrated water supply system, since 1965 the City has held and maintained conditional water rights for reservoirs on Maroon and Castle Creeks.

Today, the City’s primary source of stored water is snowpack, which varies significantly from year to year. Aspen uses direct flow rights from Maroon and Castle Creeks, which are diverted to the Leonard Thomas Reservoir located at the Aspen’s Water Treatment Facility, treated, and then delivered to Aspen customers. The Leonard Thomas Reservoir is an operational reservoir with a capacity of approximately 9 acre-feet, which is less than a day of storage during peak summer use.

In recognition of the vital need to further develop its water storage, City Council directed staff to file due diligence on its conditional storage rights on Maroon and Castle Creeks. Due to the potential impacts on these valleys, Council requested staff seek alternative storage sites.

DISCUSSION: Staff and its consultants, Deere & Ault Consultants, Inc., identified the Vagneur gravel pit on McLain Flats as a potentially suitable site for some or all of its Maroon and/or Castle Creek water storage rights. To better assess the potential of this site to store water, a feasibility investigation analysis needs to be performed. Vagneur gravel pit is owned and operated by Elam Construction. Staff and its consultants have closely coordinated this investigation with Elam Construction; which included obtaining an Earthmoving, Clearing, and Grubbing Permit from Pitkin County.

Deere & Ault Consultants, Inc. has been the consultant for the analysis of potential use of in-situ reservoirs as a component of Aspen’s Integrated Water System. This team holds specific knowledge about the City’s water portfolio, local geology, and is an industry leader in the development of water storage. Staff recommends that it is in the City’s best interests to award this construction contract to Deere & Ault Consultants, Inc.

FINANCIAL IMPACTS: The execution of the attached contract with Deere & Ault Consultants, Inc. in the amount of 149,431.00 would be funded by the Woody Creek Parcel Project that has a budget of \$225,000.00 for 2020.

Total Project Expenditures		
	<u>Deere &amp; Ault Consultants, Inc. 2020 anticipated work scope</u>	\$149,431.00
	Total	\$149,431.00
Funding Budgeted		
	<u>Woody Creek Parcel Project (421.322.81200.52199.51138)</u>	\$225,000.00
	Total	\$225,000.00

ENVIRONMENTAL IMPACTS: The City is committed to reducing its footprint (carbon and water) and fighting climate change, but even with this effort and action the City recognizes that it is best practice to plan for a future that looks very different than today. Developing the City’s raw water storage is necessary to ensure the resiliency of its water system.

STAFF RECOMMENDATION: Staff recommends that Council approve McLain Flats Gravel Pit Feasibility Analysis contract with Deere & Ault Consultants, Inc. in the amount of \$149,431.00.

PROPOSED MOTION: "I move to approve Resolution No. 001, Series of 2020."

CITY MANAGER COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT A – Resolution #001, Series of 2020

ATTACHMENT B – Contract with Deere and Ault Consultants, Inc.

ATTACHMENT C – Deere and Ault Consultants, Inc. Scope of Work

RESOLUTION #001  
(Series of 2020)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND DEERE AND AULT CONSULTANTS INC. TO PERFORM A FEASIBILITY ANALYSIS AT THE VAGNEUR GRAVEL PIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, the City, as a municipal water provider, must plan responsibly for the future water needs of its customers, and must develop a legal, reliable water supply to meet those demands; and,

WHEREAS, the City operates an integrated water system to provide a safe, legal and reliable water supply to its customers; and

WHEREAS, on-going development of Aspen's Integrated Water System is necessary to ensure Aspen's future water supply; and,

WHEREAS, City Council has directed staff to investigate alternative storage options; and,

WHEREAS, the City believes in-situ reservoirs have potential to augment or replace proposed surface storage; and,

WHEREAS, a feasibility analysis is needed to evaluate the potential for water storage at the identified gravel pit site;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract between the City of Aspen and Deere and Ault Consultants, Inc., a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 11th day of February 2020.

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Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that Resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held February 11, 2020.

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Nicole Henning, City Clerk



## PROFESSIONAL SERVICES

City of Aspen Contract No.: **2020-51138**.

**AGREEMENT** made as of **11th** day of **February**, in the year **2020**.

### BETWEEN the City:

The City of Aspen  
c/o Raquel Flinker  
130 South Galena Street  
Aspen, Colorado 81611  
Phone: (970) 920-5079

### Contract Amount:

**Total: \$149,431.00**

### And the Professional:

Deere and Ault Consultants, Inc.  
c/o Victor G. deWolfe III, P.E., P.G.  
600 South Airport Rd., Suite A-205  
Longmont, CO 80503  
Phone: 303-651-1468

If this Agreement requires the City to pay an amount of money in excess of \$50,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: \_\_\_\_\_

Resolution No.: \_\_\_\_\_

### For the Following Project:

McLain Flats Gravel Pit Feasibility Analysis

### Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work.  
Exhibit B: Fee Schedule.

**The City and Professional agree as set forth below.**

1. Scope of Work. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein.
2. Completion. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than **September 1, 2020**. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.
3. Payment. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit B** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.
4. Non-Assignability. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.
5. Termination of Procurement. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.
6. Termination of Professional Services. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.

7. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent Contractor who agrees to use his or her efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and subcontractors during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

8. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, , from and against liability, , on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole by, , the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

9. Professional's Insurance.

(a) Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against liability, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, , or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

(b) Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained to cover all liability, and other obligations assumed by the Professional pursuant to Section 8 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(i) *Workers' Compensation* insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and *Employers' Liability* insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000.00) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.

(ii) *Commercial General Liability* insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(iii) *Comprehensive Automobile Liability* insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each Professional's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Section shall be met by each employee of the Professional providing services to the City under this contract.

(iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

(c) The policy or policies required above, except Professional Liability, shall be endorsed to include the City and the City's officers and employees as additional insureds and required to be primary insurance. Any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.

(d) The certificate of insurance provided to the City shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated until at least thirty (30) days prior written notice has been given to the City.

(e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of

contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.

(f) City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000.00 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.

10. City's Insurance. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Risk Management Department and are available to Professional for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverages offered by CIRSA. City shall provide Professional reasonable notice of any changes in its membership or participation in CIRSA.

11. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, or promises pertaining to the project matter thereof not expressly incorporated in this writing.

12. Notice. Any written notices as called for herein may be hand delivered or mailed by certified mail return receipt requested to the respective persons and/or addresses listed above.

13. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Professional agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment.

14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

15. Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless

duly executed by the Mayor of the City of Aspen (or a duly authorized official in his absence) following a Motion or Resolution of the Council of the City of Aspen authorizing the Mayor (or a duly authorized official in his absence) to execute the same.

16. Illegal Aliens – CRS 8-17.5-101 & 24-76.5-101.

(a) Purpose. During the 2006 Colorado legislative session, the Legislature passed House Bills 06-1343 (subsequently amended by HB 07-1073) and 06-1023 that added new statutes relating to the employment of and contracting with illegal aliens. These new laws prohibit all state agencies and political subdivisions, including the City of Aspen, from knowingly hiring an illegal alien to perform work under a contract, or to knowingly contract with a subcontractor who knowingly hires with an illegal alien to perform work under the contract. The new laws also require that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

(b) Definitions. The following terms are defined in the new law and by this reference are incorporated herein and in any contract for services entered into with the City of Aspen.

“Basic Pilot Program” means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

“Public Contract for Services” means this Agreement.

“Services” means the furnishing of labor, time, or effort by a Contractor or a subcontractor not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.

(c) By signing this document, Professional certifies and represents that at this time:

(i) Professional shall confirm the employment eligibility of all employees who are newly hired for employment in the United States; and

(ii) Professional has participated or attempted to participate in the Basic Pilot Program in order to verify that new employees are not illegal aliens.

(d) Professional hereby confirms that:

(i) Professional shall not knowingly employ or contract new employees without confirming the employment eligibility of all such employees hired for employment in the United States under the Public Contract for Services.

(ii) Professional shall not enter into a contract with a subcontractor that fails to confirm to the Professional that the subcontractor shall not knowingly hire new employees without confirming their employment eligibility for employment in the United States under the Public Contract for Services.

(iii) Professional has verified or has attempted to verify through participation in the Federal Basic Pilot Program that Professional does not employ any new employees who are not eligible for employment in the United States; and if Professional has not been accepted into the Federal Basic Pilot Program prior to entering into the Public Contract for Services, Professional shall forthwith apply to participate in the Federal Basic Pilot Program and shall in writing verify such application within five (5) days of the date of the Public Contract. Professional shall continue to apply to participate in the Federal Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Professional is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Federal Basic Pilot Program is discontinued.

(iv) Professional shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

(v) If Professional obtains actual knowledge that a subcontractor performing work under the Public Contract for Services knowingly employs or contracts with a new employee who is an illegal alien, Professional shall:

(1) Notify such subcontractor and the City of Aspen within three days that Professional has actual knowledge that the subcontractor has newly employed or contracted with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the new employee who is an illegal alien; except that Professional shall not terminate the Public Contract for Services with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(vi) Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

(vii) If Professional violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City of Aspen may terminate the Public Contract for Services. If the Public Contract for Services is so terminated, Contractor shall be liable for actual and consequential damages to the City of Aspen arising out of Professional's violation of Subsection 8-17.5-102, C.R.S.

(ix) If Professional operates as a sole proprietor, Professional hereby swears or affirms under penalty of perjury that the Professional (1) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law,

(2) shall comply with the provisions of CRS 24-76.5-101 *et seq.*, and (3) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

17. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

(a) Professional warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Professional for the purpose of securing business.

(b) Professional agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.

(c) Professional represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.

(d) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:

1. Cancel this Purchase Agreement without any liability by the City;
2. Debar or suspend the offending parties from being a Professional, contractor or subcontractor under City contracts;
3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Professional; and
4. Recover such value from the offending parties.

18. Fund Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

19. General Terms.

(a) It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) This Agreement shall be governed by the laws of the State of Colorado as from time to time in effect. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.

20. Electronic Signatures and Electronic Records This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

20. Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Professional respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the Professional shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.

21. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Professional or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Professional because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

22. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.

23. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Professional certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier

transactions, solicitations, proposals, contracts and subcontracts. In the event that Professional or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

24. Integration and Modification. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, Professional understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.

25. Authorized Representative. The undersigned representative of Professional, as an inducement to the City to execute this Agreement, represents that he/she is an authorized representative of Professional for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

26. Ownership of Instruments of Service. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

27. Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a [insert state] corporation, and not against any of the Consultant's individual employees, officers or directors.

28. Standard of Care. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

The Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements ("Laws") in effect as of the date of execution of this Agreement. It is understood, however, that various Laws are subject to varying and sometimes contradictory interpretation. The Consultant shall exercise its professional skill and care consistent with the generally accepted standard of care to provide design that complies with such Laws. The Consultant cannot warrant that all documents issued by it shall comply with said Laws.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first written above.

CITY OF ASPEN, COLORADO:

\_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PROFESSIONAL:

  
\_\_\_\_\_  
[Signature]

By: Cecily Hamer  
[Name]

Title: Vice President

Date: 2-3-2020

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

## EXHIBIT A PROFESSIONAL SERVICES AGREEMENT

January 7, 2019

Ms. Raquel Flinker, EIT  
City of Aspen  
Interim Utilities Portfolio Manager  
Project Manager II / ROW  
Engineering Department  
201 North Mill St., Suite 203  
Aspen, CO 81611

**Re: Phase 1 Gravel Pit Reservoir Feasibility Analysis on McLain Flats for the City of Aspen, Colorado; D&A Job No. CG-0687.009.00**

Dear Ms. Flinker:

This letter describes our proposed scope of work to perform a feasibility level investigation and analysis for the potential to store water in the Vagneur gravel pit on McLain Flats near Woody Creek, Colorado. The pit is owned and operated by Elam Construction. This storage alternative was identified as Phase 1 in our Gravel Pit Reservoir Pre-Feasibility Study completed in 2017. The scope of this feasibility study is limited to only the existing gravel mine. However, it will augment data obtained during our pre-feasibility study on an adjacent parcel of land.

### **SCOPE**

Our proposed scope for the pre-feasibility gravel pit reservoir study is summarized in Tasks 1-5 below:

#### **Task 1 - Project Management**

This task is reserved for project management tasks, including correspondence, field coordination and contracting. We will coordinate the field work in the mine with Elam to avoid any ongoing mining operations. We anticipate primarily phone conversations and conference call meetings to discuss the status of the work with the City. However, we have also included budget for two two-day trips to Aspen for two engineers to attend meetings with City staff and with City Council.

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## **Task 2 - Engineering Geologic Mapping**

For this task, we will refine the engineering geologic mapping performed at the site during our pre-feasibility work. We will identify any geologic features at the site that may affect the water storage concept, including the extent and character of any fill in the pit. This information will help define the conditions expected in the foundation. We will use the detailed 2016 LIDAR topographic data obtained from Pitkin County for our mapping. We have budgeted for one day of work to complete this task.

## **Task 3 - Geotechnical Investigations**

The geotechnical investigations for the feasibility level analysis will include drilling geotechnical borings, excavating test pits, and testing soils and bedrock in a laboratory. The layout of the site investigation was developed in cooperation with Elam and is enclosed as **Figure 1**. We propose drilling between nine and eleven borings at the Vagneur Mine. The borings would be drilled to bedrock using ODEX or hollow-stem auger methods and standard split-spoon sampling procedures every five feet. Three to four borings will be cored 10 to 20 feet into the Mancos Shale bedrock using HQ coring methods. The cored bedrock will allow Packer permeability testing of the foundation bedrock. The actual number of borings and quantity of rock coring will depend on the drilling conditions encountered, the rate of drilling production, and the depth to bedrock. We have budgeted for nine total days of drilling activity. We will install standpipe piezometers in up to four borings around the site to allow monitoring of the groundwater levels at the site. We will also excavate 9 to 11 test pits around the site, and we understand Elam will provide the backhoe and operator for test pit excavation. These excavations will be located and oriented to obtain groundwater and bedrock information; and to identify onsite materials which may be suitable for reservoir construction.

A qualified geologist will be on-site during the field work to observe, log and sample the borings and test pits. Select samples collected from the borings and test pits will be submitted to a soils testing laboratory for index tests, including: gradation, fines-content, Atterberg limits, moisture content and density; as well as tests for engineering properties including Proctor moisture-density relationships and/or relative density. We will also test rock cores of the Mancos Shale bedrock for density and unconfined compressive strength. We will subcontract with a geotechnical driller and a local excavator to excavate the pits. Prior to any drilling or excavation, we will notify Colorado 811 to alert utility owners to locate any utilities that may exist near the proposed dig sites.

D&A has obtained and enclosed a Pitkin County Earthmoving permit for the proposed investigation. The permit was applied for in cooperation with Elam. It contains a letter of approval from Elam for the proposed field investigation. We will also prepare the required Colorado state notices of intent and completion forms for installation for the piezometers.

## **Task 4 - Geotechnical Analysis, Reservoir Layout & Cost Estimating**

This task will involve a feasibility level conceptual layout of the reservoir and its ancillary facilities, as well as analyses focused on reservoir feasibility. We will use the existing 2016 LIDAR topographic survey as the base map for this work. This task will include the following items:

- Conceptual layout of the dam, liner system, reservoir basin, spillway and outlet works, including an elevation-area-capacity curve
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- Geotechnical analyses, including seepage modeling, dam slope stability and seismic considerations
- Preliminary hydrologic analysis of the spillway, outlet works, water delivery infrastructure and floodplain considerations
- Consideration of post-mining conditions for volumetric calculations

We will also develop a feasibility level engineer's opinion of the expected cost of construction of the reservoir, including engineering and permitting.

Conceptual design for a reclamation berm at the gravel mine, at the bottom of the mined out upper terrace to the southwest of the main site, was also developed by D&A under a separate contract. The reclamation berm would allow inert fill to be placed in the Upper Terrace quarry. A brief memorandum describing the berm is also enclosed.

### **Task 5 - Feasibility Report**

We will prepare a report summarizing the results of the feasibility level investigations and analyses. The report will present the conceptual reservoir and expected construction costs. We will comment on the geotechnical feasibility of the site, and summarize any challenges it may offer. Depending on the results of the feasibility analysis, we will outline recommendations about how to proceed.

---

## COST and SCHEDULE

The engineering fees associated with this feasibility study are approximately \$149,000 as summarized on the enclosed **Table 1**. Once we have the notice to proceed, we will begin to coordinate the field work. We anticipate the field work to be conducted during the spring of 2020, depending primarily on the availability of a drilling subcontractor. Once the field work is completed, we anticipate delivering the feasibility report within about two months.

## PROJECT TEAM

Key personnel assigned include Mr. Victor G. deWolfe, P.E., P.G. as Principal-in-Charge, Ms. E. Morley Beckman, P.E. as Project Manager and Mr. Don W. Deere, P.E. for technical review and quality assurance. Messrs. Deere and deWolfe led the pre-feasibility study in 2017. Ms. Beckman is a geotechnical engineer and engineering geologist with 15 years of experience in earth embankment design.

We appreciate the opportunity to help the City with this interesting and challenging project. Please call if you have any questions or comments.

Sincerely,



Victor G. deWolfe, P.E., P.G.  
Principal



E. Morley Beckman, P.E.  
Project Manager

Cc: Tyler Christoff, Mike Refer

VGD:vd

EMB:vd

Enclosures

**EXHIBIT B PROFESSIONAL SERVICES AGREEMENT**

Fee Schedule

<b>TABLE 1</b>				
<b>COST ESTIMATE</b>				
<b>Phase 1 Gravel Pit Reservoir Feasibility Level Tasks</b>				
<b>January 7, 2020</b>				
<b>Tasks</b>	<b>Description</b>	<b>Hours/Units</b>	<b>Rate</b>	<b>Total</b>
1	<u>Project Management &amp; 2 Meetings</u>			
	Don Deere, Principal	32	\$ 375.00	\$ 12,000.00
	Victor deWolfe, Principal	52	\$ 150.00	\$ 7,800.00
	Miscellaneous expenses			\$ 1,400.00
			Subtotal Task 1	\$ 21,200.00
2	<u>Engineering Geologic Mapping (1 day)</u>			
	Victor deWolfe, Principal	6	\$ 150.00	\$ 900.00
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	CAD/GIS Technician	4	\$ 120.00	\$ 480.00
	Miscellaneous expenses			\$ 700.00
			Subtotal Task 2	\$ 6,436.00
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	Don Deere, Principal	4	\$ 375.00	\$ 1,500.00
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	Miscellaneous expenses			\$ 500.00
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			Total	\$ 149,431.00

January 8, 2020

Ms. Raquel Flinker, EIT  
City of Aspen  
Interim Utilities Portfolio Manager  
Project Manager II / ROW  
Engineering Department  
201 North Mill St., Suite 203  
Aspen, CO 81611

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Principal



E. Morley Beckman, P.E.  
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Cc: Tyler Christoff, Mike Refer

VGD:vd

EMB:vd

Enclosures

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**January 8, 2020**

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			Total	\$ 149,431.00
			<b>Total Estimated Cost (rounded to nearest \$1,000)</b>	<b>\$ 149,000.00</b>

**Legend**

**Geotechnical Site Investigations**

- Proposed Borings (O = Odex, C = Core, P = Piezometer)
- Proposed Test Pits
- ⊕ Existing Borings (O = Odex, C = Core, P = Piezometer)
- Groundwater Seeps

**Reservoir Concept**

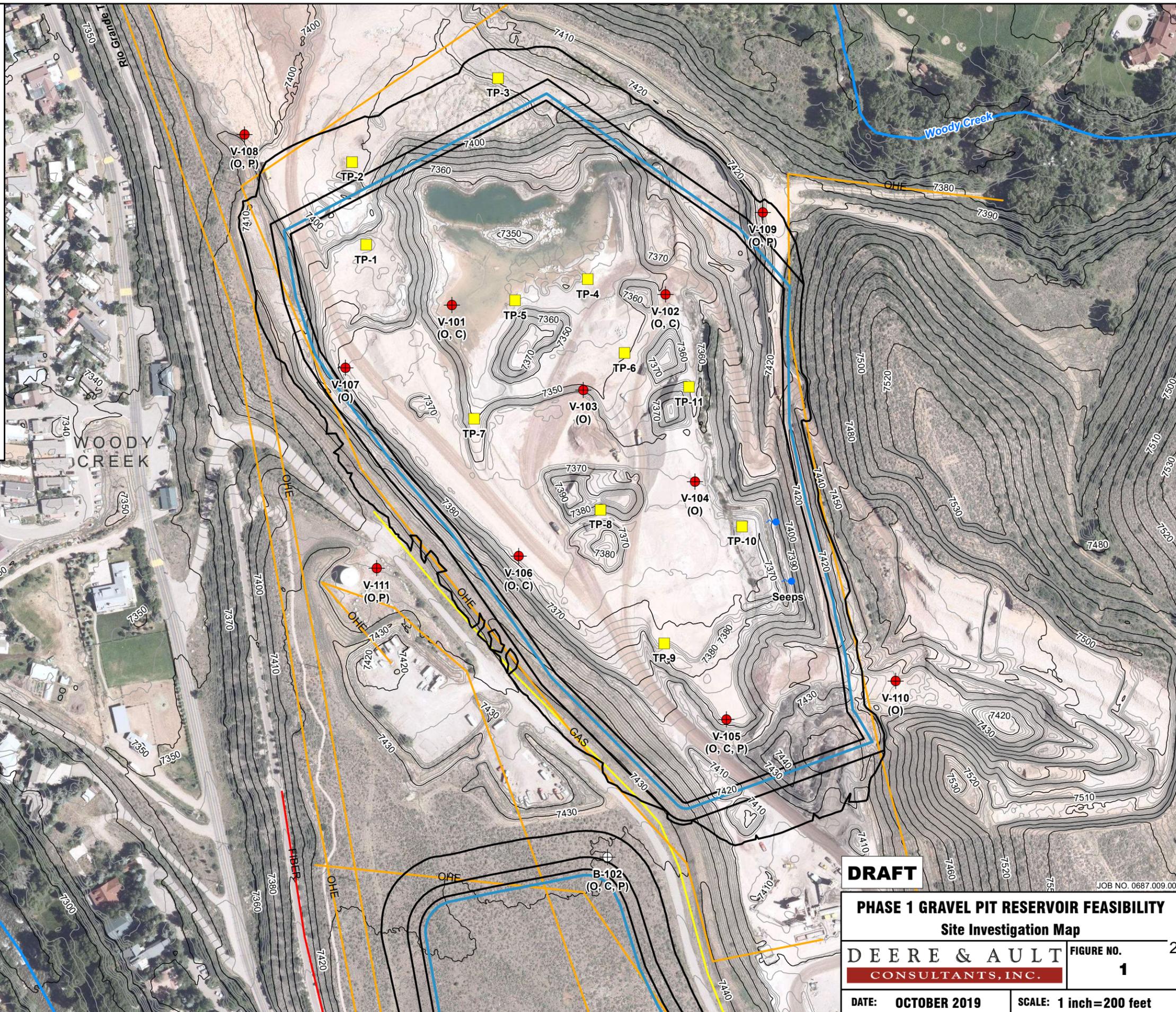
- Dams
- Normal Water Lines

**Utilities**

- FIBER
- GAS
- OHE



LiDAR Topography from Pitkin County (2016), C.I. = 2'  
Aerial Image from Pitkin County (2014)



**DRAFT**

**PHASE 1 GRAVEL PIT RESERVOIR FEASIBILITY**  
**Site Investigation Map**

**DEERE & AULT**  
CONSULTANTS, INC.

FIGURE NO. **1**

DATE: **OCTOBER 2019**

SCALE: **1 inch=200 feet**

U:\0687 City of Aspen\0687\_009 Phase 1 Gravel Pit Feasibility\GIS\Pro Fig 1 - Site Inv Map.mxd Monday, October 14, 2019 06:32 PM

JOB NO. 0687.009.00



Will the project involve work in the Pitkin County Right of Way? Yes _____ No <sup>x</sup> _____ If you answered "Yes" a County Right of Way Work Permit must be obtained prior to commencing work. Information on this permit is available by calling Public Works at 970-920-5390.		
Will the project disturb/involve work in the 100-year floodplain? Yes _____ No <sup>x</sup> _____ If you answered "Yes" a County Floodplain Development Permit must be obtained prior to commencing work. Information on this permit is available at: <a href="http://pitkincounty.com/209/Land-Use-Engineering">http://pitkincounty.com/209/Land-Use-Engineering</a>		
Does the project include the development of any water rights? Yes _____ No <sup>x</sup> _____ If you answered "Yes" provide documentation of legal use of water. If pond development is proposed, documentation of State Engineer approval of a jurisdictional sized dam, or documentation of filing of a Notice of Intent to Construct a Non-Jurisdictional Water Impoundment Structure (in the case of non-jurisdictional size dam) is required.		
Signature of Applicant: (SIGNED AT ISSUANCE ONLY) <i>Victor A. Dewberry</i>	Date: Dec-17-2019	
Signature of Property Owner(s): (SIGNED AT ISSUANCE ONLY) <i>Victor A. Dewberry</i>	Date: Dec-17-2019	
74A0A1ED87E34E9 QR STAFF USE ONLY (DO NOT WRITE BELOW THIS LINE):		
Additional Terms and Conditions of Permit: _____ At the time of Issuance of this permit you are required to post \$ _____ as financial security to ensure successful completion of your revegetation plan. These monies will be held for two growing seasons from the date of completion of the project and will only be released at that time if a site visit by Pitkin County Zoning confirms that successful revegetation has been accomplished. Applicant is obligated to contact Pitkin County (970-429-2799) to schedule the required site visit. The monies will be forfeited if successful revegetation is not confirmed after two growing seasons, or if Applicant fails to timely schedule the required site visit.  _____ Other: _____		
Minor Clearing, Grading, Grubbing and Earthmoving Permit Application (less than 100 cy): <span style="float:right; border: 1px solid black; padding: 2px;">\$415.00</span>		
Major Clearing, Grading, Grubbing and Earthmoving Permit Application (more than 100 cy): <span style="float:right;">\$643.00</span>		
The following additional referral fees may be required to be paid prior to issuance of this permit for major projects:  County Engineer Referral Fee: <u>\$225</u>  Additional Flat Fee for Applications Involving Large Scale Projects: <u>\$225</u>  You may also be invoiced by Pitkin County Staff for any review and follow up inspection time exceeding 3 hours at a rate of \$150/hr.		
Date Permit Application Received:	11/05/19 BD	TOTAL FEE (no refunds): <u>\$415.00</u>
Date Permit Issued:	12/18/19 MTN	Pd 12/17/19 Rcpt No. 00046899
Staff Comments: Contractor shall apply dust mitigation as required.		
Approved by Pitkin County Engineer (if req'd): N/A		Date:
Approved by Pitkin County Zoning (if req'd): OK per LL 12/3/19		Date:
Approved by Pitkin County Planning Engineer: Catherine Christoff		Date: 12/3/2019

**For Review**  
**11/26/2019**

# CONSTRUCTION MANAGEMENT PLAN AGREEMENT

This Construction Management Plan (CMP) Agreement will be signed at permit issuance. CMP regulations are detailed in the Pitkin County Construction Management Plan Manual (CMP Manual), which can be found on the Pitkin County website:

<http://www.pitkincounty.com/DocumentCenter/Home/View/271>.

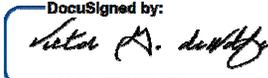
By signing this CMP Agreement you are acknowledging your understanding of the County’s CMP Manual and the requirement that your project adheres to all provisions outlined in the CMP Manual. At a minimum the CMP Manual requires the following be addressed as part of your CMP (See the CMP Manual for more detail):

1. Project Location
2. Parking Management
3. Traffic Control
4. Pedestrian Protection
5. Sediment and Erosion Control
6. Fugitive Dust Control
7. Emissions
8. Noise Suppression

Prior to permit issuance, this form must be digitally signed by the project’s representative or the Contractor. In cases where the Applicant will not be on-site during construction and a Contractor has yet to be selected, the Applicant will sign this form and be responsible for ensuring that all CMP Manual requirements are met on the construction site. If a Contractor has already been chosen, the Contractor must sign this form. The Contractor is responsible for ensuring that all CMP Manual requirements are met, and that CMP plans are maintained on the construction site at all times during the length of the project.

The project site will be inspected by Pitkin County Community Development to ensure compliance with the CMP Manual at the beginning of the project. The Applicant, or the Applicant’s Contractor, will call the Pitkin County Community Development’s Inspection Line for a CMP Inspection at 970-920-5532 no less than **one week before calling for the first building inspection. No building inspections will be completed until the CMP Inspection has been completed.**

I, Victor G. dewolfe (PRINT NAME), agree to comply with the regulations set forth in the Pitkin County Construction Management Plan Manual and agree to schedule a CMP Inspection no less than one week prior to calling for the first building inspection.

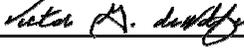
Signature:   
74A0A1ED87F34FB...  
 Project Representative/Contractor

Date: Dec-17-2019

# Pitkin County Permit Disclaimer

I hereby certify that I, Victor G. deWolfe,  
have read and understand the following:

- Separate permits are required for Electrical, Plumbing, Heating, Ventilating or Air Conditioning.
- This permit becomes null and void if work or construction authorized is not commenced within 12 months or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.
- I have read and examined this application and know the same to be true and correct.
- All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not.
- The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.
- It is my responsibility to review the approved plans and any comments that are contained thereon and see that the structure and/or project is built in compliance with all applicable codes.

DocuSigned by:  
  
 74A8A1ED87F34FB/  
 Contractor/Representative

Dec-17-2019  
 Date

**ALL CONSTRUCTION  
PARKING, STAGING, & STORAGE  
MUST BE MAINTAINED ON SITE**

**These plans must be kept at  
building site or inspection  
delays may occur. Construction  
shall conform to these plans.  
All Changes shall be approved  
by the building official.**

**Legend**

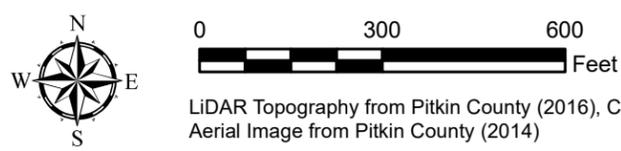
**Contractor shall apply dust  
mitigation as required.**

**Geotechnical Site Investigations**

- Proposed Drilled Borings (O = Odex, C = Core, P = Piezometer)
- Proposed Excavated Test Pits

Test Pits will measure approximately 20 feet long by 4 feet wide and 15 feet deep. Each test pit will disturb approximately 45 cubic yards of soil. Excavated material will be stockpiled immediately adjacent to the test pit during logging. All test pits will be immediately backfilled with excavated soil upon completion.

Soil borings will be drilled with a truck-mounted drill rig. Soil borings will measure up to 6-inches in diameter. Selected piezometer borings will be converted to standpipe monitoring wells (2-inch PVC) after drilling is completed.



U:\0687 City of Aspen\10687.009 Phases 1 Gravel Pit Feasibility\GIS\Pro Fig 1 - Site Inv Map - Pitkin County.mxd Tuesday, October 15, 2019 11:30 AM

JOB NO. 0687.003.00

<b>PHASE 1 GRAVEL PIT RESERVOIR FEASIBILITY</b>	
Site Investigation Map	
<b>DEERE &amp; AULT</b>	FIGURE NO. 34
CONSULTANTS, INC.	<b>1</b>
DATE: OCT 2019	SCALE: 1 inch=300 feet

**For Review  
11/26/2019**

## City of Aspen Seed List & Procedures for revegetation of permitted areas of disturbance on the Woody Creek parcel

Seeding Procedure: During the fall of year 2020 prior to the onset of winter, perform the following procedure.

- Broadcast seed over permitted disturbed areas
- Rake seed into top soil no more than ½ to ¾" deep (soil seed contact is critical for growth)
- Cover area with weed free straw (holds moisture and protects seed)
- Utilize a wood fiber mulch tackifier to retain straw, moisture, and seed

### Management and Monitoring:

- All mulching materials and seed mixes should be certified weed free.
- 2020 Winter season and moisture will promote seed germination and establishment into the 2021 growing season.
- Monitor for a period of 2 years for establishment and weed control. During this period, provide supplemental irrigation as may be necessary to aid establishment.

Seed Mixture and application rate: use the following native seed mix specific for a Sage Brush Ecotype -

- Indian Rice Grass 'Nez Par' – *Achnatherum hymenoides* 'Nez Par' 3.0 lbs/acre
- Sideoats Grama – *Bouteloua curtipedula* 'Pierre' 4.0 lbs/acre
- Sandberg Bluegrass – *Poa secunda* 'Sherman' 0.5 lbs/acre
- Thickspike Wheat Grass – *Elymus lanceolatus* 2 lbs/acre
- 'San Luis' Slender Wheatgrass – *Elymus trachycalulus* 3lbs/acre
- 'Garnet' Mountain Brome – *Bromus marginatus* 'Garnet' 3 lbs/acre
- Arizona Fescue – *Festuca ovina* 'Arriba' 2.5 lbs/acre
- 'Arriba' Western Wheatgrass – *Pascopyrum smithii* 'Arriba' 2.5 lbs/acre
- Mountain Sage – *Artemesia tridentate vaseyana* 0.25 lbs/acre
- Rubber Rabbit Brush – *Chrysothamnus nauseosus* 2 lbs/acre
- Prairie Sage – *Artemesia ludviciana* 0.25 lbs/acre
- Fringed Sage – *Artemesia frigida* 0.25 lbs/acre
- Hairy Golden Aster – *Chrysopsis villosa* 0.25 lbs/acre
- Silver Lupine – *Lupinus argenteus* 1.0 lb/acre
- Blue Flax – *Linum lewisii* 1.0 lb/acre
- Rocky Mountain Penstemon *Penstemon strictus* 2.0 lbs/acre
- Arrowleaf Balsam Root *Balsamorhiza sagittata* 0.5 lbs/acre



556 Struthers Avenue, Grand Junction, CO 81501-3826  
(970) 242-5370 | Fax (970) 245-7716  
www.elamconstruction.com

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October 15, 2019

Ms. Cindy Houben, Director  
Pitkin County Community Development  
530 E. Main Street, Suite #205  
Aspen CO 81611

Re: Request for Investigative Drilling on the Elam Construction Co, Vagneur Gravel Pit Site

Dear Ms. Houben:

Elam Construction Co. is seeking approval to conduct additional investigative drilling operations at our Vagneur sand & gravel operation. You may recall that Deere and Ault Consultants conducted pre-feasibility level analysis on our property in 2017 for the purpose of constructing a future water storage reservoir.

The next step in the evaluation process is for Deere and Ault Consultants to conduct feasibility level geotechnical analyses that will involve drilling eleven (11) additional borings and eleven (11) test pit excavations all within the bounds of our property ownership. Based on recent discussions with the planning staff, it is Deere and Ault's understanding that this temporary disturbance is exempt, and no planning review is required prior to applying for an earth moving permit. It is also our understanding that the permit must be submitted in the name of Elam Construction Co. With this letter, we hereby approve of Deere and Ault Consultants to assist in the permit application process and oversee the drilling and pit excavation activities.

Thank you for consideration,

A handwritten signature in blue ink, appearing to read "Russell Larsen", is written over a white background.

Russell Larsen, COO  
Kilgore Companies (Elam Construction Co.)

Cc: Halene Burklow, Planning Technician  
Pitkin County Community Development

Victor de Wolfe, P.E., P.G.  
Deere and Ault Consultants, Inc.

Mike Refer, Consultant  
Hilltop Resource Solutions, LLC

**For Review**  
**11/26/2019**

## Morley Beckman

---

**From:** Halene Burklow <halene.burklow@pitkincounty.com>  
**Sent:** Friday, October 18, 2019 5:25 AM  
**To:** Morley Beckman  
**Subject:** Re: Land Use Approval - excavating temporary test pits within gravel pit

**Categories:** Important

Good morning Morley Beckman,

I have reviewed the proposal you submitted on behalf of the City of Aspen to drill soil borings and excavate test pits within the Elam Gravel Pit (7943 Upper River Road in Woody Creek; Parcel ID #264316102010).

You provided the attached investigation map, which shows the locations of the test pits and soil borings. The plan shows 11 test pits and 10 borings, all of which are within the existing gravel pit. You also provided the following explanation of the work:

- At the test pit locations (yellow squares) we will be excavating test pits with a backhoe. The purpose of these test pits is to characterize the materials onsite for engineering and geological purposes. Each pit will measure about 20 feet long, 4 feet wide, and 15 feet deep. Test pits will be logged by a geologist, some bagged samples will be taken for geotechnical laboratory testing (grain size, moisture content, etc.). The test pits will be immediately backfilled after logging is complete, on the same day they are excavated.
- At the soil boring locations (red circles) we will be drilling geotechnical borings to depths of between about 50 and 130 feet. The purpose of these borings is to characterize the materials onsite for engineering and geological purposes. The borings will be drilled with a mix of ODEX and HQ rock coring methods. Borings will be about 6 inches in diameter maximum. Samples will be taken every 3 to 5 feet, and we will send selected samples in for geotechnical laboratory testing (grain size, compressive strength, etc.). Several borings will be converted to standpipe monitoring wells using PVC pipe, which will be backfilled with filter sand and cement grout and finished with a protective metal enclosure at the ground surface. The remaining borings will be backfilled with cement grout after they are completed.

Based on this information, the work is exempt from activity envelope and site plan review, pursuant to Land Use Code Section 7-10-30(d), which allows "temporary disturbance of land for development including but not limited to, drilling a well percolation testing, test pits and installation of utilities, and temporary access to accomplish these activities, provided there is no development in a Constrained Area." The proposed work is temporary and will not impact any constrained areas.

You will need to obtain an Earthmoving Permit for the work. Please include a  letter of authorization from the property owner and this email with the permit application.

Lastly, please note that this exemption is not vested, does not constitute a site specific development plan, and is subject to any Land Use Code changes prior to permit submittal.

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Thank you!

Halene Burklow  
Planning Technician  
Pitkin County Community Development  
530 E. Main Street, Suite #205

Aspen, CO 81611  
970-429-6198

On Tue, Oct 15, 2019 at 12:58 PM Morley Beckman <[morley.beckman@deereault.com](mailto:morley.beckman@deereault.com)> wrote:

Ms. Burklow,

We will be submitting the excavation permit, yes. We are the engineering/geology firm coordinating the work and logging the borings/test pits. We are contracted to the City of Aspen for this project. The property is owned by Elam Construction, and the address is 7943 Upper River Road, Woody Creek CO, 81656. Parcel number 264316102010.

Thanks,

**Ms. E. Morley Beckman, PE**

Geotechnical Engineer / Project Manager

[Deere & Ault Consultants, Inc.](#)

Direct: 720.534.0828

Cell: 510.517.0285

**From:** Halene Burklow <[halene.burklow@pitkincounty.com](mailto:halene.burklow@pitkincounty.com)>

**Sent:** Tuesday, October 15, 2019 12:57 PM

**To:** Morley Beckman <[morley.beckman@deereault.com](mailto:morley.beckman@deereault.com)>

**Subject:** Re: Land Use Approval - excavating temporary test pits within gravel pit

Hello Morley Beckman,

Sorry for not asking these questions sooner, are you the Applicant? Who is the property owner? What is the property address in Woody Creek?

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Thank you!

Halene Burklow

Planning Technician

Pitkin County Community Development

530 E. Main Street, Suite #205

Aspen, CO 81611

970-429-6198

On Tue, Oct 15, 2019 at 12:43 PM Morley Beckman <[morley.beckman@deereault.com](mailto:morley.beckman@deereault.com)> wrote:

Hello Ms. Burklow,

At the test pit locations (yellow squares) we will be excavating test pits with a backhoe. The purpose of these test pits is to characterize the materials onsite for engineering and geological purposes. Each pit will measure about 20 feet long, 4 feet wide, and 15 feet deep. Test pits will be logged by a geologist, some bagged samples will be taken for geotechnical laboratory testing (grain size, moisture content, etc.). The test pits will be immediately backfilled after logging is complete, on the same day they are excavated.

At the soil boring locations (red circles) we will be drilling geotechnical borings to depths of between about 50 and 130 feet. The purpose of these borings is to characterize the materials onsite for engineering and geological purposes. The borings will be drilled with a mix of ODEX and HQ rock coring methods. Borings will be about 6 inches in diameter maximum. Samples will be taken every 3 to 5 feet, and we will send selected samples in for geotechnical laboratory testing (grain size, compressive strength, etc.). Several borings will be converted to standpipe monitoring wells using PVC pipe, which will be backfilled with filter sand and cement grout and finished with a protective metal enclosure at the ground surface. The remaining borings will be backfilled with cement grout after they are completed.

If you have any further questions just let me know!

Thanks,

**Ms. E. Morley Beckman, PE**

Geotechnical Engineer / Project Manager

[Deere & Ault Consultants, Inc.](#)

Direct: 720.534.0828

Cell: 510.517.0285

**From:** Halene Burklow <[halene.burklow@pitkincounty.com](mailto:halene.burklow@pitkincounty.com)>

**Sent:** Tuesday, October 15, 2019 12:35 PM

**To:** Morley Beckman <[morley.beckman@deereault.com](mailto:morley.beckman@deereault.com)>

**Cc:** Catherine Christoff <[catherine.christoff@pitkincounty.com](mailto:catherine.christoff@pitkincounty.com)>; Victor DeWolfe <[victor.dewolfe@deereault.com](mailto:victor.dewolfe@deereault.com)>

**Subject:** Re: Land Use Approval - excavating temporary test pits within gravel pit

Good afternoon Morley Beckman,

Thank you for the Site Plan (Investigation Plan).

Can you please provide a summary of the proposed work?

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Thank you!

Halene Burklow

Planning Technician

Pitkin County Community Development

530 E. Main Street, Suite #205

Aspen, CO 81611

970-429-6198

On Tue, Oct 15, 2019 at 11:35 AM Morley Beckman <[morley.beckman@deereault.com](mailto:morley.beckman@deereault.com)> wrote:

Hello Halene,

I'm circling back on this land use approval for test pits in Woody Creek. We have confirmed the test pit and soil boring locations with the property owner. The investigation map is attached, and in the upper left corner you'll see a brief discussion of the dimensions of the test pits and borings. Please let me know if this adequately answers your questions, and if you can re-confirm the land use approval is not required.

Thank you,

**Ms. E. Morley Beckman, PE**

Geotechnical Engineer / Project Manager

[Deere & Ault Consultants, Inc.](#)

Direct: 720.534.0828

Cell: 510.517.0285

**From:** Halene Burklow <[halene.burklow@pitkincounty.com](mailto:halene.burklow@pitkincounty.com)>

**Sent:** Monday, September 23, 2019 3:26 PM

**To:** Morley Beckman <[morley.beckman@deereault.com](mailto:morley.beckman@deereault.com)>

**Cc:** Catherine Christoff <[catherine.christoff@pitkincounty.com](mailto:catherine.christoff@pitkincounty.com)>

**Subject:** Re: Land Use Approval - excavating temporary test pits within gravel pit

Good afternoon Morley Beckman,

Before moving forward with earth moving permit, can you please provide me a site plan showing the locations of the 9-11 test pits, and a summary of the proposal? Without these documents I cannot confirm the 9-11 test pit locations are/are not truly in constrained areas.

I am also looking to understand the intent/purpose of the test pits.

Please advise.

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Thank you!

Halene Burklow  
Planning Technician  
Pitkin County Community Development  
530 E. Main Street, Suite #205  
Aspen, CO 81611  
970-429-6198

On Mon, Sep 23, 2019 at 1:15 PM Halene Burklow <[halene.burklow@pitkincounty.com](mailto:halene.burklow@pitkincounty.com)> wrote:

Good morning Morley Beckman,

Since the 9-11 test pits are considered a temporary disturbance, and the 9-11 test pits are not located in a constrained area, **no planning review is required**. You can use this email as your "planning exemption".

Please refer to Pitkin County Land Use Code Chapter 7, subsection 7-10-30(d) Exempt Development Activities: The Community Development Director may exempt temporary disturbance of land for development including but not limited to, drilling a well percolation testing, test pits and installation of utilities, and temporary access to accomplish these activities, provided there is no development in a Constrained Area.

However, an earth moving permit is required.

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

Thank you!

Halene Burklow

Planning Technician

Pitkin County Community Development

530 E. Main Street, Suite #205

Aspen, CO 81611

970-429-6198

On Thu, Sep 19, 2019 at 8:16 AM Morley Beckman <[morley.beckman@deereault.com](mailto:morley.beckman@deereault.com)> wrote:

Hi there,

Do you have any update on this land use approval request?

Thank you,

**Ms. E. Morley Beckman, PE**

Geotechnical Engineer / Project Manager

[Deere & Ault Consultants, Inc.](#)

Direct: 720.534.0828

Cell: 510.517.0285

---

**From:** Morley Beckman  
**Sent:** Tuesday, September 17, 2019 8:56 AM  
**To:** 'Halene Burklow' <[halene.burklow@pitkincounty.com](mailto:halene.burklow@pitkincounty.com)>; Planner Of The Day <[planneroftheday@pitkincounty.com](mailto:planneroftheday@pitkincounty.com)>  
**Cc:** Victor DeWolfe <[victor.dewolfe@deereault.com](mailto:victor.dewolfe@deereault.com)>  
**Subject:** RE: Land Use Approval - excavating temporary test pits within gravel pit

Good morning!

The parcel number is 264316102010, address is 7943 Upper River Road, Woody Creek CO.

I have reviewed the constrained areas definitions in Chapter 7 and there are no constrained areas where the test pits are proposed. All test pits will be excavated within the existing active gravel pit.

Thanks,

**Ms. E. Morley Beckman, PE**

Geotechnical Engineer / Project Manager

[Deere & Ault Consultants, Inc.](#)

Direct: 720.534.0828

Cell: 510.517.0285

**From:** Halene Burklow <[halene.burklow@pitkincounty.com](mailto:halene.burklow@pitkincounty.com)>  
**Sent:** Tuesday, September 17, 2019 7:06 AM  
**To:** Planner Of The Day <[planneroftheday@pitkincounty.com](mailto:planneroftheday@pitkincounty.com)>  
**Cc:** Victor DeWolfe <[victor.dewolfe@deereault.com](mailto:victor.dewolfe@deereault.com)>; Morley Beckman <[morley.beckman@deereault.com](mailto:morley.beckman@deereault.com)>  
**Subject:** Re: Land Use Approval - excavating temporary test pits within gravel pit

Good morning Morley Beckman,

What is either Parcel ID # for the property, or the address you are inquiring about?

Are there any constrained areas, as identified in Chapter 7, in the areas where the test pits are proposed?

Please advise.

On Monday, September 16, 2019 at 9:38:28 AM UTC-6, Morley Beckman wrote:

Hello,

I am writing to inquire about the applicability of a land use approval. I received this email address from Catherine Christoff with Pitkin County, who is assisting us with an earth moving permit. We are preparing a geotechnical investigation plan for a site in Woody Creek, CO. We are proposing to drill soil borings and excavate test pits within an existing sand and gravel quarry. The borings (11 total) will be up to 6-inch diameter. The test pits (9 to 11 total) will be about 15 feet deep, 4 feet wide, and 20 feet long – all test pits will be immediately backfilled upon completion.

Would a land use approval be required, specifically for the test pits?

Thank you,

**Ms. E. Morley Beckman, PE**

Geotechnical Engineer / Project Manager

[Deere & Ault Consultants, Inc.](#)

Direct: 720.534.0828

Cell: 510.517.0285

September 20, 2019

Ms. Margaret Medellin, P.E.  
Utilities Portfolio Manager  
City of Aspen Utilities  
130 South Galena Street  
Aspen, Colorado 81611

**Re: Conceptual Design of Reclamation Berm at Existing Vagneur Gravel Pit on McLain Flats for the City of Aspen, Colorado; D&A Job No. CG-0687.009.00**

Dear Ms. Medellin:

This letter describes our conceptual design for a reclamation berm at the Vagneur Gravel Mine near Woody Creek, Colorado. This conceptual design is in accordance with our proposal dated July 15, 2019.

## **BACKGROUND**

The Vagneur Gravel Mine, owned by Elam Construction, is located in Pitkin County in the Eastern One-Half of Section 16, Township 9 South, Range 85 West of the 6th Principal Meridian (**Figure 1**). The site is situated on glacial outwash terraces about 100 to 200 feet above the Roaring Fork River, on a parcel measuring about 104.4 acres. The mine consists of an open pit in the middle terrace (which has been partially filled in) and a benched quarry in the upper terrace. This quarry is highly visible due to its position on the upper terrace (**Figure 2**). The mine operates a crusher to supply aggregate for industrial uses. Operations at the existing Vagneur Gravel Mine also involve placing inert fill within the northern end of the existing mined out gravel pit. Inert fill consists of construction waste materials such as concrete and asphalt. This pit is a potential reservoir site, so the volume of inert fill in the pit needs to be limited to facilitate future reservoir development.

## **BERM CONCEPT**

The concept outlined herein involves constructing an earthen berm along the bottom of the mined out upper terrace, so that inert fill can be placed behind it, rather than in the existing pit. This concept has the dual advantage of reclaiming and revegetating the slope around the upper terrace, and removing inert fill from the existing pit which will facilitate more cost-effective future development of the existing pit into a water storage reservoir.

The new earthen berm and the inert fill stockpile area are shown on **Figure 3**. Approximately 6,200 cubic yards of earthfill will be required to construct the berm. In turn, the reclamation stockpile will have the capacity to contain about 260,000 cubic yards of inert fill. We understand the Vagneur Gravel Mine accepts inert fill at a rate of about 100,000 cubic yards per year. At that rate, it would take nearly 3 years to fill in the benched quarry. At that time, the face of the fill would be covered with topsoil and then revegetated.

The benefits of this reclamation berm concept include:

- Allow inert fill to continue generating income for Elam Construction, while diverting inert fill away from the proposed reservoir site.
- Accelerate the reclamation of the highly visible mine scar on the upper terrace.
- Indirectly extend the life of the existing landfill by diverting inert fill away from the landfill and into the benched quarry area.

Please call if you have any questions or comments.

Sincerely,

DEERE & AULT CONSULTANTS, INC.



Don W. Deere, P.E.  
Principal

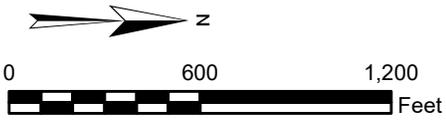
DWD:vd



Victor G. deWolfe, P.E., P.G.  
Principal

VGD:vd

Attachments



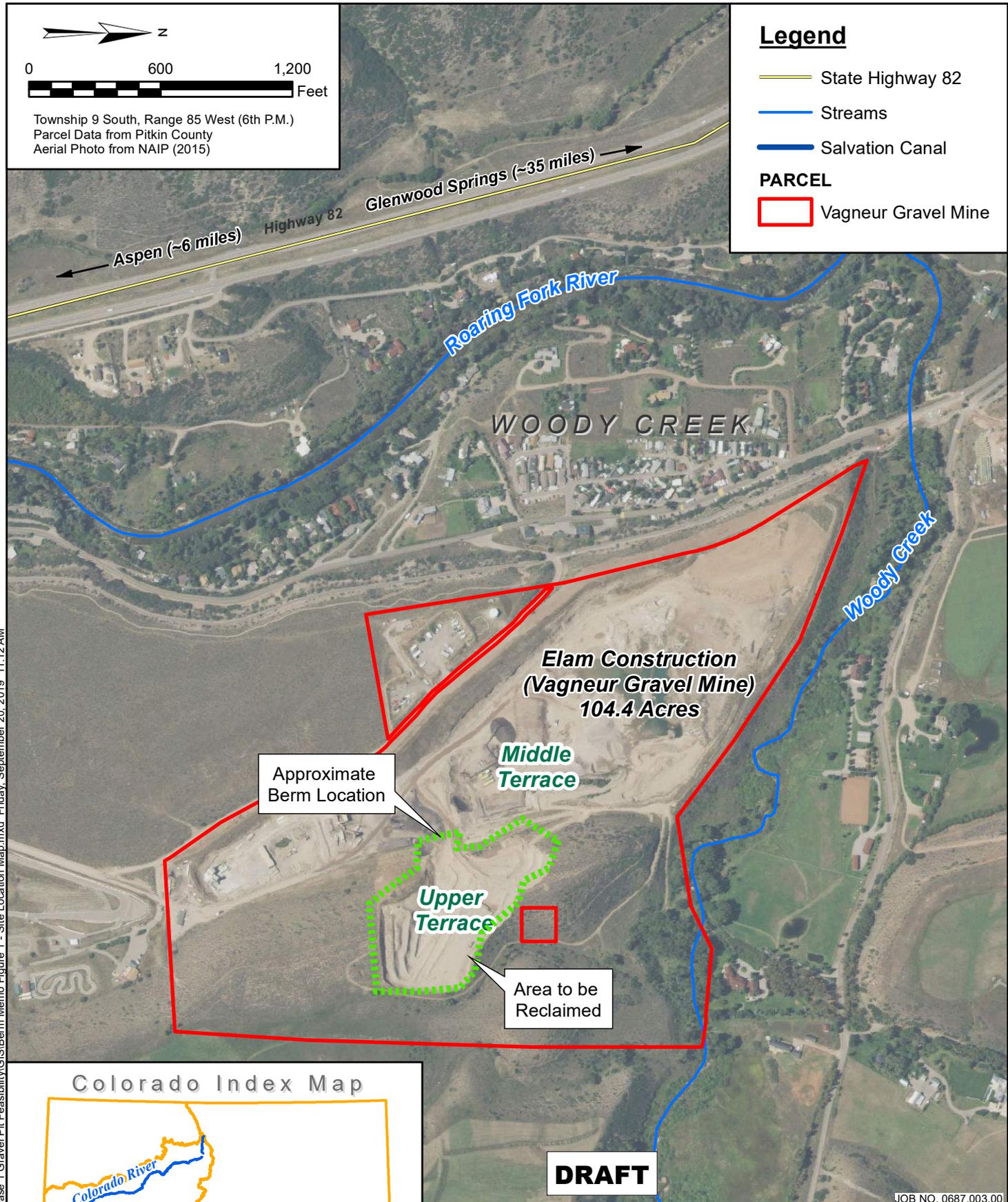
Township 9 South, Range 85 West (6th P.M.)  
 Parcel Data from Pitkin County  
 Aerial Photo from NAIP (2015)

**Legend**

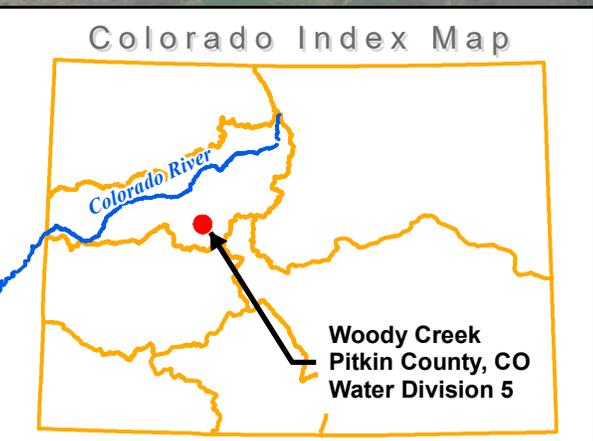
- State Highway 82
- Streams
- Salvation Canal

**PARCEL**

- Vagneur Gravel Mine



U:\0687\_City of Aspen\0687\_009 Phase 1 Gravel Pit Feasibility\GIS\Berm Memo Figure 1 - Site Location Map.mxd Friday, September 20, 2019 11:12 AM



**DRAFT**

JOB NO. 0687.003.00

<b>VAGNEUR RECLAMATION BERM PROJECT</b>	
<b>Site Location Map</b>	
<b>DEERE &amp; AULT</b> CONSULTANTS, INC.	<b>FIGURE NO.</b> <b>1</b>
<b>DATE: SEPTEMBER 2019</b>	<b>SCALE: 1 inch=600 feet</b>

**View from Highway 82**

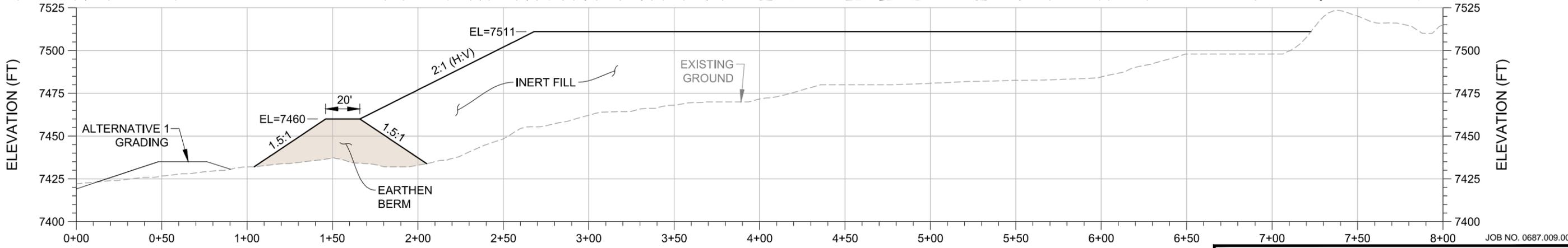
Vagneur Mine Upper Terrace, Viewed from Highway 82 Northbound

Upper Terrace -  
To Be Reclaimed /  
Revegetated

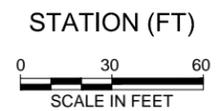


**Figure 2**  
**View Of Upper Terrace**  
**From Highway 82**

Friday, September 20, 2019 10:16:53 AM DRAWING: U:\0687\_City of Aspen\0687.009 Phase 1 Gravel Pit Feasibility\CAD\Working\Berm Grading.DWG

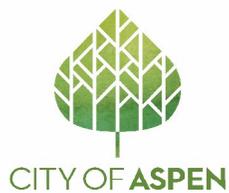


**VOLUMES (APPROXIMATE)**  
 EARTHEN BERM: 6,200 CY  
 INERT FILL: 260,000 CY



ASPEN	
EARTHEN BERM AND INERT FILL	
<b>DEERE &amp; AULT</b>	FIGURE NO.
<b>CONSULTANTS, INC.</b>	<b>3</b>
DATE: SEPT 2019	SCALE: AS NOTED

JOB NO. 0687.009.00



**MEMORANDUM**

**TO:** Mayor and City Council  
**FROM:** Bridgette Kelly, GISP, GIS Program Manager  
**THROUGH:** Trish Aragon, P.E., City Engineer  
**MEMO DATE:** January 31, 2020  
**MEETING DATE:** February 11, 2020  
**RE:** Contract Approval for Esri Small Municipal and County Government Enterprise Agreement (EA)

---

**REQUEST OF COUNCIL:** Staff requests award of a contract to Esri for the renewal of a Small Municipal and County Government Enterprise Agreement (EA). The total contract award for a three-year term is for \$75,000 and grants the City of Aspen access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. (Attachment A).

**SUMMARY AND BACKGROUND:** In February 2008, the City of Aspen jointly entered into a three-year contract with Pitkin County for an EA. Previously, Esri software licenses were purchased per individual user, but as the use of the ArcGIS Platform and number of users grew, it became a more cost effective and administratively efficient solution to enter into a contract for an EA. In February 2015, the Inter-Government Agreement (IGA) for shared Information Technology (IT) and Geographic Information System (GIS) services between the City of Aspen and Pitkin County ended, and the City and County developed separate GIS Programs. At the conclusion of the existing shared EA contract in February 2017, the City of Aspen purchased a separate EA and request the renewal of that contract for another three-year term.

**DISCUSSION:** This resolution presented for your consideration authorizes the City manager to execute and deliver the renewal of the EA. Under the previous agreement, the EA provided access to unlimited desktop, enterprise and developer software as well as access to several cloud-based solutions such as ArcGIS Online, Insights, Business Analyst and ArcGIS Hub (for our Map Aspen open data site) to all users across the organization as well as community members. As the number of users in the organization and community continue to grow, it is recommended the new three-year contract be renewed to continue to achieve lower costs per unit for licensed Esri software.

**FINANCIAL IMPACTS:** The cost of this contract is within the current GIS Services budget in the General Fund, Engineering Cost Center as Software/Hosting Fees approved by Council in the 2020 budget.

As the cost per unit for individually licensed software is far greater, this contract allows the City to lock in the pricing for unlimited term license software for three years offering savings across the term.

**ENVIRONMENTAL IMPACTS:** N/A

**ALTERNATIVES:** N/A

**RECOMMENDATIONS:** Staff recommends approval of this contract for the renewal of a Small Municipal and County Government Enterprise Agreement.

**CITY MANAGER COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment A** - EA Quote and Agreement

RESOLUTION #011  
(Series of 2020)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND ENVIRONMENTAL RESEARCH INSTITUTE, INC. (ESRI) AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a Contract Approval for Esri Small Municipal and County Government Enterprise Agreement (EA), between the City of Aspen and Environmental Research Institute Inc. (Esri), a true and accurate copy of which is attached hereto as Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract Approval for Esri Small Municipal and County Government Enterprise Agreement (EA), between the City of Aspen and Environmental Research Institute Inc. (Esri), a copy of which is annexed hereto and incorporated herein and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 11th day of February 2020.

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Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, February 11, 2020.

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Nicole Henning, City Clerk



November 15, 2019

Ms. Bridgette Kelly  
City of Aspen  
130 S Galena St  
Aspen, CO 81611-1902

Dear Bridgette,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the renewal date of March 1, 2020 and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: <a href="mailto:service@esri.com">service@esri.com</a> fax
Attn: Customer Service SG-EA	documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Lisa Ward



# Quotation # Q-388599

Date: November 15, 2019

Customer # 338072 Contract # ENTERPRISE AGREEMENT

City of Aspen  
 Engineering Dept  
 130 S Galena St  
 Aspen, CO 81611-1902

ATTENTION: Bridgette Kelly  
 PHONE: 970-920-5448  
 EMAIL: bridgette.kelly@cityofaspen.com

Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853 Fax: (909) 307-3049  
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
**Quote is valid from: 11/15/2019 To: 2/13/2020**

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$25,000.00	\$25,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$25,000.00	\$25,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$25,000.00	\$25,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
157519	50		\$0.00	\$0.00
Small Enterprise Agreement Public Safety Enterprise Creator (Formerly Named User Level 2) in Continually Staffed Environment License - Year 1				
157519	50		\$0.00	\$0.00
Small Enterprise Agreement Public Safety Enterprise Creator (Formerly Named User Level 2) in Continually Staffed Environment License - Year 2				
157519	50		\$0.00	\$0.00
Small Enterprise Agreement Public Safety Enterprise Creator (Formerly Named User Level 2) in Continually Staffed Environment License - Year 3				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Lisa Ward	<b>Email:</b> lward@esri.com	<b>Phone:</b> (909) 793-2853 x8231
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		



# Quotation # Q-388599

Date: November 15, 2019

Customer # 338072 Contract # ENTERPRISE AGREEMENT

City of Aspen  
Engineering Dept  
130 S Galena St  
Aspen, CO 81611-1902

ATTENTION: Bridgette Kelly  
PHONE: 970-920-5448  
EMAIL: bridgette.kelly@cityofaspen.com

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 11/15/2019 To: 2/13/2020*

Subtotal:	\$75,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$75,000.00</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Lisa Ward	<b>Email:</b> lward@esri.com	<b>Phone:</b> (909) 793-2853 x8231
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

WARDL

**This offer is limited to the terms and conditions incorporated and attached herein.**



# Quotation # Q-388599

Date: November 15, 2019

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

Customer # 338072 Contract # ENTERPRISE AGREEMENT

City of Aspen  
Engineering Dept  
130 S Galena St  
Aspen, CO 81611-1902

ATTENTION: Bridgette Kelly  
PHONE: 970-920-5448  
EMAIL: bridgette.kelly@cityofaspen.com

**To expedite your order, please attach a copy of this quotation to your purchase order.**  
**Quote is valid from: 11/15/2019 To: 2/13/2020**

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Lisa Ward	<b>Email:</b> lward@esri.com	<b>Phone:</b> (909) 793-2853 x8231
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
ArcGIS Runtime (Standard)  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer\*  
Two (2) Esri CityEngine Single Use Licenses  
50 ArcGIS Online Viewers  
50 ArcGIS Online Creators  
10,000 ArcGIS Online Service Credits  
50 ArcGIS Enterprise Creators  
2 Insights in ArcGIS Enterprise  
2 Insights in ArcGIS Online

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>2</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>2</b>
Maximum number of sets of backup media, if requested**	<b>2</b>
Self-Paced e-Learning	<b>Uncapped</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

\* Maintenance is not provided for these items

\*\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: Bridgette Kelly

Telephone: 970-920-5448

Address: 130 S Galena St

Fax: \_\_\_\_\_

City, State, Postal Code: Aspen, CO 81611

E-mail: bridgette.kelly@cityofaspen.com

Country: USA

Quotation Number (if applicable): Q-388599

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

**9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

**9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

**9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

At 5:01 p.m. Mayor Torre called the regular meeting to order with Councilmembers Richards, Hauenstein, Mesirov and Mullins present.

CITIZEN COMMENTS:

John Wilkinson of the Aspen Snowmass Nordic Council. Mr. Wilkinson said they had a wonderful meeting last week out at the golf course with attendance from Anne, Skippy and Ward. There were several items to discuss regarding the trails. We want to remind the council that in 2008, council adopted the Nordic master plan. He read the mission statement and said the goal is to provide a seamless skiing experience. He said they've been doing a great job monitoring and grooming the trails, which are only open four months of the year. In Snowmass, we don't plow them and just allow the snow to pile up and let people tramp them down. They are multi-use.

Craig Ward – Mr. Ward said one of the things discussed last week at the meeting was the fractioning of the Nordic system. The intent was originally integrated. He was going to bring in a poster of the first map, which showed the whole valley and two trails coming into Aspen; the Rio Grande trail and a trail along the base of Shadow Mountain. Both trails are used in the summer, but recently, the Rio Grande has been plowed with a side area for skiers. It's dangerous. The shadow trail could easily be packed and groomed and it's not. The more that we keep this separate, it defeats the purpose of the trail system. We are asking to have a trial of packing the entire Marolt bridge so people can walk ski or bike across the bridge. All other connectors are there for this to be seamless. We'd like to try this next year and work with the parks department to make this happen.

Councilwoman Mullins said she'd like to set up a work session with this group to take a look at this. She said they should definitely do the Midland trail from Koch Park out to the golf course.

Councilman Hauenstein supplied council with pictures of the two bridges earlier.

Councilwoman Richards said she's in agreement with Anne and would like to see a larger work session at some point to discuss the changing landscape. She agrees with experimenting next fall.

Mr. Ward agreed and said they will start next year with the first big snowstorm.

City Manager, Sara Ott, said she will notify the open space and trails board as well to be a part of the conversation.

Lee Mulcahy – Mr. Mulcahy said he is grateful for many things. Two of you are on the most feared government board east of Beijing. He said he has a wicked sense of humor and brought in a painting that he's done in protest in regard to the banning of music from NPR and wants council to see it. This morning, NPR reported on talk of civil war in Virginia. Locally, we hope to move forward in our eviction with peace and negotiation. Skippy, I'm glad you agreed to come to the house. Why can't we pay a fine? Your message is to bridge and create solutions. You've come to the house and have seen the work and love put into it. We are valuable members of this community and the city didn't count sweat equity that went into building the house. We've got three more appeals in with the supreme court.

Toni Kronberg – Ms. Kronberg handed out clipboards to the council. She showed a presentation regarding the highway 82 "skycab" project. She wants to have a meet and greet with the aerial consultant and she wants to come up with funding for the feasibility study and then do public outreach.

She started this weekend with a survey. On February 16<sup>th</sup>, the Snowmass council is going to take a look at connectivity. The developer has committed \$750,000 towards a bridge or aerial. She gave contact info: [aspenhighway82survey@gmail.com](mailto:aspenhighway82survey@gmail.com) and [skycabsurvey.snowmass@gmail.com](mailto:skycabsurvey.snowmass@gmail.com).

Greg Hamra – Mr. Hamra said he is here speaking for a number of residents and owners at 1024 E. Cooper. The residents are very concerned about the project next to them at 1020. They are concerned about the height for a two-story building. It's 10 feet higher than it should be. There's a solid 6-foot wall being proposed, which would obscure views of the neighbors to the east. There are a number of trees they don't want to see go away as well. There will be a detached garaged, which would go right up against the alleyway, so he would like you all to take a closer look. There is a list of items up for concern and it's not consistent with the look and feel of the neighborhood.

Public comment closed.

#### COUNCIL COMMENTS:

Councilwoman Mullins said she did attend the Nordic council last week and thanked them. She reminded everyone of the AVSC bonfire this Saturday. It's a progressive dinner around the golf course and a really fun event. This packet was not the longest, but one of the most dense. Two things were pointed out to address and one is the amount of square footage allowed for residential development across town. She said we are suffering from overdevelopment and we need to touch on this topic. We also need to look at the process applicants are having to go through. We need to take a look at what we are asking people to do.

Councilman Hauenstein said we all survived X-Games, and everything seemed to go pretty smoothly. He said he and Skippy went to visit the incident command center at Mountain Rescue and he was impressed with how many people were involved in keeping this a safe event for all. It's a well-oiled machine. This was 19 years at Buttermilk and hats off to all who were involved.

Councilwoman Richards said she missed the cross-country ski as well because she went to the Club 20 legislative days in Denver. She said it was a well told and well executed session. They were putting together a 10-year plan and spreading the money across the state. The lack of Aspen's long-term transportation plans really concerns her.

Councilman Mesirow said he was lucky to attend the Nordic ski day and the incident center, which were both great experiences. He thanked Ann for raising the FAR and process issues and agrees its time to touch on it. He thanked everyone for a successful X-Games and said there was a vibrant energy in town. He congratulated Alex Ferreira. He also wants to draw attention to the flip side of the busy weekends in town and supporting mental health. Torre made us aware of Hospitality Matters, which addresses the mental health crisis in this valley. It's our responsibility to support one another.

Torre congratulated Alex Ferreira and said the next generation of medalists are already working hard. City council has a retreat next week and we will be working on council goals and shared goals. We are continuing to work towards mission and vision statements. We are working on an evaluation process for city manager and city attorney. We are trying to get together our direction and focus. These are open meetings, but there will not be public participation. Lastly, he reminded everyone of the 2020 environmental goal of reduction of 30% of greenhouse gas emissions. It takes community participation

to hit this goal and is a community challenge. We are 8% from reaching this goal right now, please remember composting and proper waste management and driving less.

AGENDA AMENDMENTS:

None.

CITY MANAGER COMMENTS:

Ms. Ott said later this week, they will be posting for assistant city manager. She will be out of town doing some recruiting for this. She said that two things are happening right now with the general assembly. We are in touch with Kerry Donovan's office regarding the single use plastics ban and seeking their guidance for the best way to plug into this conversation. The other item we have considered testifying on is the nicotine regulations in the state, which affirms moving the statewide age up to 21 and changing the penalties to be aimed at the seller instead of the buyer. We are going to do some analysis on this February 12<sup>th</sup> and submit commentary. We will reach out and coordinate with Pitkin County Public Health on the right way for us to comment on this. Ms. Ott ended with reminding everyone that this Sunday is not only a big day in football, but also the first day of Girl Scout cookie sales.

Councilman Mesirow reminded everyone of the Aspen Cares Fashion Show at Belly Up on February 6<sup>th</sup>. The proceeds go toward mental and sexual health in the valley. Tickets are available at [aspencares.org](http://aspencares.org).

BOARD REPORTS:

Councilman Hauenstein mentioned CCLC and said they've been working on choosing vendors for next summer's market. He said they voted against allowing the political booths at the market. He also queried them about the consumption lounges, and they would entertain this and did not have a strong opinion either way but need more discussion. Councilwoman Mullins said she likes having someone at the market encouraging people to vote but understands why CCLC didn't want the political parties to be present. Mayor Torre said CAST was last week and special recognition should go out to Pete Strecker and CJ Oliver who were there discussing the nicotine taxes. He said Board of Health was Friday and a retreat to determine values and goals. This morning he attended ACRA recapping some retreat items.

CONSENT CALENDAR:

Mayor Torre said he has two items he would like to pull; Resolution #008 and Resolution #009.

Councilman Hauenstein said he would like to discuss Resolution #010. Councilwoman Mullins said the minutes were great.

Resolution #008 – Growth Management Carry Forward Allotment from 2019 to 2020 - Kevin Rayes and Phillip Supino

Mr. Rayes said the resolution is written in the affirmative with a recommendation of denial.

Councilwoman Richards said she would like a broader review at some point should the allotment be reduced overall to begin with and what has been the unused allotment over the years. Mr. Supino said he supports a future conversation about this.

Resolution #009 – Part 2 Design Team Services for Burlingame Ranch Phase 3 Affordable Housing – Chris Everson and Will Hentschel of 359 Design

Mayor Torre said he was hoping they could speak to the nature of the contract.

Mr. Everson said that starting last summer, the city engaged 359 Design for part 1 and community outreach. Our last meeting was on November 18<sup>th</sup> as a work session and since then, they have finished the schematic design and are now moving to part 2. This takes us through design development. There are two building permits applications processes to go through; one at state level and one at the local level, which will be done concurrently. 359 will handle this and will make sure we're ready for construction in 2021.

Councilman Hauenstein is excited about this and he would like to be involved in the tour of the factory. Mr. Everson said they will be doing more tours and involving you guys.

Resolution #010 – Wheeler Opera House Freight Elevator Modernization – Robert Schober and Gena Buhler

Councilman Hauenstein said his major concern was that it was an add on item, and since then, he realized it's a whole new scope. It was a change order for 400,000 that perked his ears. Mr. Schober confirmed that it is a whole new scope and said the current elevator was installed in the 80's and is due for a refurbishment.

Councilman Hauenstein moved to approve the consent calendar, Councilwoman Mullins seconded. All in favor, motion carried.

CALL UP NOTICE: 1020 E. Cooper Avenue – Conceptual Major Development, Demolition, Relocation and Variation  
Amy Simon

Councilman Mesirov said he lived until very recently, within 500 feet of this project for seven years and asked Mr. True if this was an issue and Mr. True said it is not, as long as he doesn't own the property.

Ms. Simon said she is providing council of notification of HPC's approval of this project. It was the home of longtime Aspen resident, Sue Lum. As a council, you can vote to hear this for remand or approval. She said this is a 4500 square foot lot and is in the residential multi-family zone district and is in between two condo buildings. This is an unusual building and there are quirky conditions to this building. The historic resource on this site is only 500 square feet. HPC tries to manage the addition, so the property owner can develop to the rights that others have but do it in a compatible way. They have proposed a restoration to the greatest extent possible. There are not a lot of old photos or history available. Behind the building, is a one-story connector element to create some breathing room. There were two hearings on this project and no height variations or setback variations here, but HPC gave them a 250 square foot bonus, which leaves them below what could be developed on the property. This is still subject to final design review by HPC. This was difficult for HPC and there was a lot of neighbor interest. The vote was 4-2. Staff supports council supporting HPC's decision.

Councilwoman Richards appreciated the minutes from HPC being included in the packet. She said it matters if someone prominent lived here previously and she appreciates the work that has been done

thus far. She said she would like a more formal presentation and said they've all received multiple letters of concern on this and she has a number of concerns as well. There are bigger issues here.

Councilman Mesirow asked for guidance on the process of HPC call ups and Ms. Simon explained. He asked Councilwoman Mullins for her expertise on whether they should call up or not. Councilwoman Mullins said this is very similar to a scrape and replace and it would be the same amount of square footage allowed on this site.

Councilman Hauenstein said all of the zoning requirements have been met which lead him to not call this up. He thinks for the sake of the neighbors they should fully vet this, so he's in support of that. He reminded the neighbors there are no variations in this and everything conforms.

Councilwoman Mullins said she would like to see this called as well. She said the front elevation seems to be worked out, but the side elevations and the garage could be softened a bit. It's needs to be more sympathetic to the neighborhood.

Mayor Torre said he wants to reinforce once again, that it's hard for him to understand the aim and goals of preservation of a property like this. It's beautiful and lovely, but for him, he doesn't feel there is an active connection with the historic reference that it could have. What would make him really happy is a plaque in front of this gate so people can see that it's historic. He wants historic restoration to be next level. They should have a tag, medallion or picture plaque.

Councilwoman Richards moved for call up, Councilman Hauenstein seconded. All in favor, motion carried.

FIRST READING OF ORDINANCES – Ordinance #01, Series of 2020 – 620 Gillespie Avenue and 845 Meadows Road

Amy Simon and Jim Curtis representing the Aspen Institute and Richard Stettler

Councilwoman Mullins motioned to read Ordinance #01; Councilwoman Richards seconded. All in favor, motion carried. Ms. Henning read Ordinance #01.

Ms. Simon said there are two elements to discuss. The first and most exciting, at the corner of Gillespie and the Music Associates parking lot, there exists a seminar building built in 1975. It's a little isolated and the institute is proposing to historically designate this building. They will also do a minor renovation to use this building year-round. Next, is the construction of the Center for Herbert Bayer Studies, which will house a huge Herbert Bayer collection. The less exciting aspect is the other circle on Meadows Road, which will be a storage shed. This project is subject to HPC and council review. We are working daily with the applicant to come up with conditions of approval which satisfy their needs and all the different review departments as well. At second reading, we will have a list of conditions in the ordinance. Mr. Curtis said he and Amy are now new best friends and email a lot about this project. We are excited for second reading and think this is a very exciting project. Over the past 45 years, there has been remedial work done and this is our first chance to do a comprehensive upgrade. The institute feels really good about it. We've been in contact with the Bayer family in London and they have agreed to dedicate 30 pieces of art to this project. The family is very excited for this as well.

Councilwoman Mullins said this is very exciting and deserves the designation.

Councilwoman Richards said she's looking forward to the full presentation but doesn't like the affordable housing cash in lieu. The community has grown beyond waiving this any longer so let's discuss further next time.

Councilman Hauenstein said Rachel beat him to the punch regarding the affordable housing and he's also not in favor of this. He's supportive of the FTE but he can't get his head around the cash in lieu. He would like more discussion on page 235 of packet between the relationship between HPC and the parcel. He doesn't want to see this moved at a later date. He also wants to discuss dust mitigation and how it will be achieved.

Councilman Mesirow thanked them and said it's really exciting. This building was his office for many years. He also wants to discuss the cash in lieu and understand which number we're looking at and why.

Mr. True asked Anne if she is an employee of the institute and she said she gives a few tours in the summer for a Plato's gift certificate. Mr. True advised her to recuse herself from the vote.

Councilman Hauenstein moved to approve Ordinance #01 on first reading, Councilwoman Richards seconded. Roll call vote: Mesirow, yes; Richards, yes; Hauenstein, yes; Torre, yes. 4-0, motion carried.

Council took a dinner break at 7:00 p.m. and reconvened at 7:30 p.m.

PUBLIC HEARING: Resolution #006, Series of 2020 – 101. W. Main Street, Molly Gibson Lodge.  
Extension of Vested Rights and Minor Amendment to a Project Review.

Mike Kramer

Mr. Kramer said the applicant is Haymax Lodging, LLC represented by Stan Clauson and Michael Brown. This would be a 24-month extension and an amendment to a previous approval from 2015. He showed a vicinity map and pointed out parcels 1 and 2 and the existing conditions. He said there are 53 lodge units in total. There was a 2015 final approval and that granted a vested right for a lodge component on parcel 1. This lodge would contain 68 lodge units. Within parcel 1 and the lodge, there is one onsite affordable housing unit. Parcel 2 contains the free market component and two free market residences were approved on this lot. This approval was vested for 3 years, up to 2018, at which time, the applicant came in for an extension of vested rights. Council approved the extension for 2 years and is now vested until June 4<sup>th</sup>, 2020. Approval of tonight's request would establish vesting until June 24<sup>th</sup>, 2022. This would reduce construction impacts of two lodges; Molly Gibson and Hotel Aspen and would eliminate a loss of bed base for both lodges. The minor amendment to the project review would remove the onsite affordable housing unit. Regarding this, APCHA doesn't support it. We looked at the growth management section of the code and there are certain provisions that give definition to this onsite unit, making it a multi-family designation. The current code would require this to remain onsite when demolition happens. Staff is recommending that the needs of the city are not served by perpetuating a land use approval that does not meet current height and floor area standards. We are suggesting council to deny Resolution #006.

Councilman Mesirow asked for explanation of 1.75 FTE onsite, but 3.23 required and what is happening with the remainder. Mr. Kramer said there is no remainder because there is an existing unit on the property today. The 3.23 is a factor of the unit lodge increase and the free market component of the project. Further discussion and explanation ensued.

Councilman Hauenstein said there was a small lodge incentive waiver granted in 2015 and asked what the allowance was at that time. Mr. Kramer said the mitigation rate approved in 2015 was 10%.

APPLICANT PRESENTATION:

Stan Clauson and Michael Brown

Mr. Clauson showed the development of the design. He said the building permit will be ready for submission in March 2020 and this was a project extremely well received at the time. The benefits to the city include an additional Wecycle station and consecutive construction for two hotels. Hotel Aspen will commence construction in the fall of 2020 and open in May 2022. Molly Gibson would submit for permit around the time Hotel Aspen opens and commence construction in the Spring of 2023. This is to ensure the construction activity on Main Street won't be disruptive, minimize impact on city room inventory during construction, protect existing jobs at both places and allow Hotel Aspen to settle in before the Molly Gibson commences construction. The extension is not something we need, it's to phase the construction. The minor amendment requested, is to move the onsite one-bedroom affordable housing unit offsite. Moving the affordable housing unit offsite will allow for increased meeting space to be provided subgrade and allows better functionality. Excess onsite affordable housing is provided at Hotel Aspen, which will also serve the Molly Gibson. Mr. Clauson showed the proposed lower level. He said that staff has followed APCHA's recommendation, but in this case, it's worth another look. The applicant is willing to provide an additional .5 FTE to the affordable housing mitigation if affordable housing can be provided. The applicant requests that this additional .5 FTE option can be confirmed at a later date to ensure viability. If additional affordable housing is not viable, the applicant will stay with the original proposal.

Mr. Brown said they reviewed the vesting rights criteria and they've met all of that. Section D was called into question. He read the excerpt for the board regarding the needs of the city. He said the needs of the city are met and by phasing, it's easier for their employees and members of the community. I understand you're protecting the land use code, and if you choose not to grant our request, we're not going to forgo submitting for building permit.

Councilman Mesirov clarified that if council doesn't approve the extension, that both hotels will get built concurrently and Mr. Brown said yes, there will be overlap and it's unavoidable.

Councilman Hauenstein said he can support the 24-month extension, but his conditions would be that the onsite and workforce housing remains onsite. There is a precedent for workforce housing mitigation to be for an increase in vested rights to be tied to what the workforce housing mitigation is at the time. Stan. The small lodge benefit is in the code, it would have the same benefits.

Mr. Kramer clarified the code regarding the lodge incentive.

Councilwoman Richards said she would love to have more research on this as well. She said that it can't be promised that both hotels will stay under the same ownership, but this request does have value in the phasing of construction. She asked where the affordable housing unit is located, and Mr. Brown said on the ground floor on Main Street. She supports Ward's comments entirely and she supports the extension but leaving the affordable housing unit onsite. She's not seeing a real compelling reason to remove it.

Mr. Brown said if you guys don't see the benefit, he will deal the hand he's dealt.

Councilwoman Mullins asked about the parking and how it went from 10 to 34 in the new land use code. Mr. Kramer explained that 34 would be the max.

Mayor Torre opened the public hearing.

Mayor Torre closed the public hearing.

Councilwoman Mullins said she's never been a fan of extending vested rights. As the land use code is changing, it's for the better and this is 7 years from approval, if we extend it again. We worked really hard in 2016-17 to bring Main Street back to character. The onsite affordable housing, you don't see very often, so she would like to keep this. She doesn't support the extension of the vesting and she doesn't want to see us lose the onsite affordable housing.

Councilman Mesirow said he is not in favor of removing the affordable housing unit. As to the extension, he likes the phasing perspective. He's willing to grant the extension, but there's a condition for affordable housing, and he would like to keep that.

Mayor Torre said that for years, he hasn't supported extending vested rights. He's not as compelled by the overlap, so he doesn't support this.

Councilwoman Richards said this is a challenge for all of us. She appreciates the applicants. For her, at the end of the day, you will go and exercise these rights. There's nothing compelling as a community benefit for her and in that final analysis, if there had been more, she'd be open. She's joining the deniers.

Councilman Hauenstein asked if there was an increase in FTE's, would that have any bearing on council to approve the extension and Mr. Brown said absolutely not, we can't offer that.

Councilman Hauenstein moved to deny Resolution #006, Councilman Mesirow seconded. Roll call vote: Richards, yes; Mesirow, yes; Mullins, yes; Hauenstein, yes; Torre, yes. 5-0, motion carried

ACTION ITEMS: Resolution #003, Series of 2020 - City of Aspen 2020 Regional State and Federal Policy Agenda

Tara Nelson

Ms. Nelson summarized what is in front of them and the changes that were made. She said she is happy to go through any other changes.

Councilman Hauenstein corrected his phone number on page 500.

Councilwoman Richards said this is really great work and she thanked Ms. Nelson for staying through all of the other items. She fully supports the living breathing document.

Councilwoman Mullins said she has no more changes but said this is so great and the enthusiasm is so great. She asked Ms. Nelson if she will be down in Denver on the 13<sup>th</sup>, and said she thinks that's great to put this into practice. We will come to you from now on with changes. Thanks, so much for all of your hard work and a great product. It's been a great addition to our council repertoire.

Councilman Hauenstein thanked Ms. Nelson so much for her efforts and said she really produced a great product.

Ms. Nelson said she shares the sentiments with other city staff who worked on this as well.

Councilman Mesirow said it's fantastic. We are a lucky and privileged community with a responsibility to model behaviors and not just comment on them. This is a big step in the right direction. He thanked all of staff who was involved in this and is grateful to Ms. Nelson for supporting this.

Mayor Torre thanked everyone for putting it together.

Councilwoman Richards said she received an email from Western Leaders Network a week ago and they are having a training in May in Santa Fe on how to be more effective on these sorts of things and effecting state and federal legislation. She said she will forward to everyone.

Councilwoman Richards moved to approve Resolution #003; Councilwoman Mullins seconded. All in favor, motion carried.

Mr. True recommended moving into an executive session at 8:44 p.m.

Councilwoman Mullins motioned to go into executive session, Councilman Hauenstein seconded. All in favor, motion carried.

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Nicole Henning, City Clerk

**MEMORANDUM**

**TO:** Mayor Torre and City Council

**FROM:** Amy Simon, Historic Preservation Officer

**THRU:** Phillip Supino, Community Development Director

**MEETING DATE:** February 11, 2020

**RE:** Second Reading of Ordinance #1, Series of 2020, **620 Gillespie Avenue and 845 Meadows Road, Aspen Institute-** Historic Designation and Benefits, Call-Up Notice of HPC's approval for Conceptual Major Development and Commercial Design, Growth Management, Planned Development, Special Review, Transportation Impact and Trash Storage, **CONTINUE PUBLIC HEARING TO FEBRUARY 25<sup>TH</sup>, 2020**

**APPLICANT /OWNER:**  
The Aspen Institute

**REPRESENTATIVE:**  
Curtis and Associates  
Jeffrey Berkus Architects  
Rowland+Broughton Architects

**LOCATION:**  
Street Address:  
620 Gillespie Avenue  
845 Meadows Road

Legal Description and Parcel ID:  
620 Gillespie Avenue, Parcel ID:  
2735-121-29-809, Lot 1-B, Aspen Meadows Subdivision, City and Townsite of Aspen, Colorado  
845 Meadows Road, Parcel ID:  
2735-121-29-008, Lot 1-A, Aspen Meadows Subdivision, City and Townsite of Aspen, Colorado

**CURRENT ZONING & USE**  
Academic

**PROPOSED LAND USE:**  
No change

**SUMMARY:** The Aspen Institute has requested a continuation of this public hearing for two weeks, in order to allow additional time to respond to Council questions and comments from First Reading.

**STAFF RECOMMENDATION:**  
Staff recommends continuation to February 25, 2020.



**Site Locator Map**  
Areas of work indicated in red