

AGENDA

CITY COUNCIL REGULAR MEETING

October 22, 2019

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



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 #101, Series of 2019 - ERP Hosting Contract

VI.B. Resolution #113 of 2019 Holy Cross Electric Easement 517 Park Circle
Staff recommends approval of resolution #113

VI.C. Resolution #112, Series of 2019 - Consultant Assistance with Aspen Water's
Integrated Resource Plan Phase One.

VI.D. Resolution #106 and Resolution #107, Series of 2019 Authorization of the City of
Aspen to Commit to Financial and Legal Obligations Associated with Receipt of
Financial Assistance Award for Aspen Intelligent Meter and Water Replacement
Project Grant

VI.E. Resolution #114 Supporting Energy Innovation and Carbon Dividend Act

VI.F. Resolution #115 - REMP Funding Request

VI.G. Minutes - October 8, 2019

VII. NOTICE OF CALL-UP

VIII. FIRST READING OF ORDINANCES

VIII.A. Ordinance #26, Series of 2019 - 711 Pfister Drive - Minor Amendment to a Planned Development Project Review Approval

IX. PUBLIC HEARINGS

IX.A. Ordinance #22, Series of 2019 - Establishment of Transferable Development Rights (TDR) - 616 1/2 West Main Street

IX.B. Ordinance #26, Series of 2019 - 711 Pfister Drive - Minor Planned Development Amendment to a Project Review Approval
Staff recommends City Council Continue Second Reading of Ordinance No. 26, Series of 2019 to November 12, 2019.

IX.C. Ordinance # 25, Series of 2019, Prohibiting the Possession of Deadly Weapons within City-owned Buildings

X. ACTION ITEMS

XI. ADJOURNMENT



MEMORANDUM

TO: Mayor and City Council
FROM: Pete Strecker, Finance Director
MEETING DATE: October 22, 2019
RE: Hosting Contract for Oracle Cloud

REQUEST OF COUNCIL: Staff requests Council approval for a direct contract with Oracle to provide licensing / hosting and help desk ticket support for the City's ERP system. In tandem with this contract, the Finance Department would terminate the existing contract that it has with the implementation partner that assisted with the configuration of the Oracle ERP system roughly 5 years ago.

SUMMARY AND BACKGROUND: At the time of implementing the Oracle ERP solution as a replacement for the City's prior financial system (Eden) that was no longer being supported by the manufacturer, the City entered into a licensing and hosting agreement with the implementation partner (CherryRoad Technologies) that helped configure the environment. This agreement had a 5-year fixed price clause that held the licensing / hosting costs at \$237,110 annually. At the time, this was considered to be a good agreement that would hold operational expenses for the ERP solution static.

DISCUSSION: Through conversations with the Oracle sales representative over the past six months, Finance has been in negotiations around a direct hosting and licensing option. This agreement will reduce hosting and licensing costs for the City by more than \$45,000 – a significant savings - and will add priority support services on City help desk tickets by Oracle (the experts on its cloud based software). This is anticipated to be the most efficient contract agreement that the City can achieve by contracting directly with the parent provider for the software and also receive this priority support. This agreement with Oracle will also have a four-year fixed price agreement, extending stability to the hosting / licensing fees for the near term.

FINANCIAL IMPACTS:

The proposed contract can be supported within existing budget authority, from the General Fund (75% Finance and 25% Human Resources budgets). This contract will actually free up spending authority in these budgets and will allow existing authority to be redirected towards a new sales, lodging tax and business licensing software that will also work towards greater compliance from non-traditional short-term rentals within the City of Aspen (current Council focus area). This new sales, lodging tax and business license software solution was noted in a previous informational only memo to the Council on August 26, 2019. This previous memo anticipated that an increase in spending authority would be required in 2020 to implement new software; however, that is no longer the case with this solution.

Below is a financial summary of the two contracts and the anticipate savings:

Previous Contract	\$237,110	Entered into Nov 2015 5-year lock expires Nov 2020
Proposed Contract	\$191,568	Proposed to enter into Nov 2019 4-year lock expires Nov 2023 Add priority support on help desk support
Savings	\$45,542	Re-apply towards new sales, lodging tax and business licensing software

RECOMMENDATIONS: Staff recommends approval of Resolution #101 (Series 2019) and the approval to execute a new contract for licensing and hosting directly with Oracle.

CITY MANAGER COMMENTS:

RESOLUTION #101
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND ORACLE AMERICA 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 for hosting, licensing and priority support services for the City's enterprise resource planning solution between the City of Aspen and Oracle America 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 for hosting, licensing and priority support services for the City's enterprise resource planning solution between the City of Aspen and Oracle America 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 22nd day of October, 2019.

Torre, Mayor

I, Linda Manning, 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 October 22, 2019.

Linda Manning, City Clerk



PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

4. NONDISCLOSURE

4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF

REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1 Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or

applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

15. NOTICE

15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

17. OTHER

17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of the Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s).

You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 4 (Nondisclosure) of this Agreement.

Any usage in excess of Your rights under the applicable order(s) shall be considered a change to the scope of services of the applicable order(s) and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

19. AGREEMENT DEFINITIONS

19.1 **"Oracle Software"** means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

19.3 **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

19.5 **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

19.6 **"Your Content"** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by

You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

20. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Customer Name: CITY OF ASPEN

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Agreement No.: US-CSA-CPQ-1352418

Oracle America, Inc.

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Name	CITY OF ASPEN	Contact	Rebecca Hodgson
Address	130 SOUTH GALENA STREET ASPEN CO 81611	Phone Number	+1 (970) 920-5000
		Email Address	Rebecca.Hodgson@cityofaspen.com

New Subscription Term Through: 16-Nov-2020

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B84260 - Oracle Talent Acquisition for Midsize Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.38	4,536.00
B84261 - Oracle Talent Management for Midsize Cloud Service - Hosted Named User	NORTH AMERICA	1000	12 mo	0.19	2,268.00
B77399 - Oracle Test Environment for Oracle TBE Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	292.60	3,511.20
B86836 - Oracle Fusion Financials Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	2.79	33,516.00
B86846 - Oracle Fusion Sourcing Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.50	6,048.00
B86847 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.50	6,048.00
B86838 - Oracle Fusion Expenses Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.28	3,351.60
B86840 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.28	3,351.60
B86841 - Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.28	3,351.60
B86843 - Oracle Fusion Purchasing Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.50	6,048.00
B86844 - Oracle Fusion Supplier Portal Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.50	6,048.00

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B86848 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.13	1,512.00
B86850 - Oracle Fusion Project Financials Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.63	7,560.00
B86849 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.50	6,048.00
B86855 - Oracle Fusion Grants Management Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	0.32	3,780.00
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	NORTH AMERICA	25	12 mo	23.94	7,182.00
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	2,625.00	31,500.00
B85800 - Oracle Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	1000	12 mo	1.50	18,018.00
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	NORTH AMERICA	1000	12 mo	0.81	9,702.00
B86668 - Oracle Cloud Priority Support for SaaS	NORTH AMERICA	1	12 mo	1,099.00	13,188.00
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	NORTH AMERICA	1	12 mo	1,250.00	15,000.00
Subtotal					191,568.00

Fee Description	Net Fee
Cloud Services Fees	191,568.00
Net Fees	191,568.00
Total Fees	191,568.00

A. Terms of Your Order

1. Agreement

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-1352418

2. Payment Terms:

a. Net 30 days from invoice date

3. Payment Frequency:

Quarterly in Arrears

4. Currency:

US Dollars

5. Offer Valid through:

30-NOV-2019

6. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

7. Service Specifications

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

B. Additional Order Terms

1. Delayed Services Period

The Services Period for Cloud Services You have ordered under this order shall commence on or after 17-Nov-2019 and, subject to payment of fees for the Cloud Services, shall continue for the period specified in the Cloud Services table above, unless earlier terminated in accordance with the Agreement. Upon the commencement date set forth in the previous sentence, Your first payment for Cloud Services will be due in accordance with Section A. At Your discretion You may request that the Services Period commence prior to the date set forth above.

2. Option Years

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for three (3) additional 12-month renewal periods (each an "Option Year") for the fees specified in the table above. Professional Services are not included in the Option Years.

You must provide Oracle a minimum of 30 days notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

3. Simultaneous Execution

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of the Public Sector Agreement for Oracle Cloud Services with the footer reference number US-CSA-CPQ-1352418 between the parties. If the parties do not simultaneously execute such referenced Agreement with this order, this order shall be deemed to have no legal effect, even if executed.

MEMORANDUM

TO: Mayor and City Council
FROM: Chris Everson, Affordable Housing Project Manager
THRU: Jim True, City Attorney
DATE OF MEMO: October 14, 2019
MEETING DATE: October 22, 2019
RE: Resolution #113 Series of 2019
Holy Cross Electric Easement at 517 Park Circle

REQUEST OF COUNCIL: Staff is requesting approval of the attached Holy Cross electrical easement and a Trench, Conduit, and Vault Agreement across City property located at 517 Park Circle, for the construction of affordable housing currently in process at 517 Park Circle.

PREVIOUS COUNCIL ACTION: The City has approved the construction of a housing project at 517 Park Circle and this action is part of the planned work for that project.

DISCUSSION: The City of Aspen's housing development partner, Aspen Housing Partners, who are developing affordable housing at the City-owned property located at 517 Park Circle, are required to install a new transformer to serve the housing development. The easement and agreement included in this action are standard under these circumstances.

Holy Cross Energy requires the signature of the Mayor of the City of Aspen in order to put the agreements in place, hence this requires Council direction and authorization for the Mayor to sign. The attached agreements would put appropriate easements and agreements in place for existing infrastructure and for new service to and for the affordable housing development and is necessary for the current work to move forward.

FINANCIAL/BUDGET IMPACTS: n/a

RECOMMENDED ACTION: Staff recommends that Council approve the attached resolution.

ATTACHMENTS:

1. Resolution #113 of 2019
2. Trench, Conduit, and Vault Agreement
3. Holy Cross Easement

RESOLUTION #113
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A TRENCH, CONDUIT, AND VAULT AGREEMENT AND AN EASEMENT BETWEEN THE CITY OF ASPEN AND HOLY CROSS ENERGY AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there have been submitted to the City Council a Trench, Conduit, and Vault Agreement, and an Easement across property owned by the City between the City of Aspen and Holy Cross Energy, true and accurate copies of which are attached hereto as Exhibits “A” and “B”.

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 Trench, Conduit, and Vault Agreement, and Easement across property owned by the City between the City of Aspen and Holy Cross Energy, copies of which are annexed hereto and incorporated herein, and does hereby authorize the Mayor of the City of Aspen to execute said agreements on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 22nd day of October 2019.

Torre, Mayor

I, Linda Manning, 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, October 22, 2019.

Linda Manning, City Clerk

TRENCH, CONDUIT, AND VAULT AGREEMENT

This agreement is made and entered into this 22 day of October, 2019, between CITY OF ASPEN, whose mailing address is 30 South Galena, Aspen, CO 81611, hereinafter called "Owner", and Holy Cross Energy, a Colorado corporation whose mailing address is P. O. Box 2150, Glenwood Springs, Colorado 81602, hereafter called "Holy Cross".

WHEREAS, Holy Cross has been requested by Owner to provide underground electric facilities, hereinafter called "Facilities", to serve a project known as Underground Power to Lot 1 Wagar/Detweiler Subdivision, hereinafter called "Project"; and,

WHEREAS, Owner is required to provide all excavation, conduit and vault installation, backfill, compaction and cleanup needed to construct said requested Facilities; and,

WHEREAS, Owner owns real property described as follows: A parcel of land situate in Section 07, Township 10 South, Range 84 West of the 6th P.M., as more fully described at Reception Number 544847 in the records of the PITKIN County Clerk and Recorder's Office, ASPEN, Colorado, hereinafter called "Property", which Property is the real property where the Project is being developed; and,

WHEREAS, installation of Facilities to serve the Project may require trenching or other excavation on certain real property adjacent to the Project described as follows: Park Circle, hereinafter called "Adjacent Land".

NOW, THEREFORE, Owner and Holy Cross agree as follows:

1. Owner shall provide all excavation, conduit and vault installation, backfill, compaction and cleanup necessary for installation of Facilities to serve the Project. Such excavation shall be located as shown on the construction plans approved by Holy Cross, and performed in accordance with Holy Cross Vault Installation Specifications, Construction Specifications and inspector requirements. Any deviation from the approved construction plans will not be made unless approved by Holy Cross in advance. All Facilities installed hereunder shall be inspected during construction by Holy Cross and shall meet all Holy Cross requirements prior to acceptance of such Facilities by Holy Cross.
 - a. Prior to commencement of any work hereunder, Holy Cross shall furnish to Owner its Vault Installation Specifications and Construction Specifications and such specifications are made a part hereof by reference.
 - b. All Facilities installed within the Property and Adjacent Land shall be within dedicated or conveyed and recorded utility easements.
 - c. The top of all conduits installed hereunder shall be located a minimum of 48" below the final grade of the ground surface.
 - d. A twelve-inch (12") minimum separation will be maintained between conduits installed for the Facilities and all other new or existing underground utilities. Wherever possible, this separation will be horizontal. The Facilities conduit separation from plastic gas lines shall be greater than this minimum wherever practicable.
 - e. Holy Cross will supply the necessary conduit and vaults for installation by the Owner upon completion of contractual arrangements. Owner assumes responsibility for all material lost or damaged after such material has been issued to and signed for by Owner or by an agent of Owner. Alternatively, Owner may provide its own conduit and vaults meeting Holy Cross specifications for use on the Project and convey such provided material to Holy Cross with an acceptable Bill of Sale. After installation by the Owner and acceptance by Holy Cross, Holy Cross shall continue as the owner of the conduit, vaults and related structures and facilities.
 - f. If conduit and/or vault installation provided by Owner for the Project are found to be unusable or improperly constructed, irrespective of whether such discovery is made during or after installation, Owner will be responsible for correcting said problems at its expense as specified by Holy Cross and Owner shall reimburse Holy Cross for all additional costs resulting from conduit and/or vault installation being unusable or improperly constructed.
2. Despite the fact that Holy Cross reserves the right to specify acceptable work performed hereunder, Owner shall perform work hereunder as an independent contractor, including, but not limited to, the hiring and firing of its own employees, providing its own tools and equipment, payment of all wages, taxes, insurance, employee withholdings, and fees connected with its work on the Project.
3. Owner shall obtain all necessary digging permits and utility locations prior to excavation for work performed hereunder. Owner shall repair all damage caused during excavation promptly and at its expense. No excavation will be undertaken within five (5) feet of existing underground electric facilities except under the on site supervision of a Holy Cross employee.

4. Owner shall indemnify, save, and hold harmless Holy Cross, its employees and agents, against any and all loss, liability, claims, expense, suits, causes of action, or judgments for damages to property or injury or death to persons that may arise out of work performed hereunder, or because of a breach of any of the promises, covenants and agreements herein made by the Owner. Owner shall promptly defend Holy Cross whenever legal proceedings of any kind are brought against it arising out of work performed hereunder by the Owner and/or work performed at the direction of the Owner. In the event Owner shall fail to promptly defend Holy Cross, it shall be liable to Holy Cross, and shall reimburse it, for all costs, expenses and attorney fees incurred in defending any such legal proceeding. Owner agrees to satisfy, pay, and discharge any and all judgments and fines rendered against Holy Cross arising out of any such proceedings. Owner also agrees to promptly satisfy and pay any monetary settlements of disputes that arise hereunder, provided Owner has been given the opportunity to join in such settlement agreements. The above indemnification clause shall not apply to state and local governments or local service districts. In lieu thereof, whenever Owner is a government or district it shall procure and maintain in effect at least \$1,000,000 of public liability insurance covering the acts, damages and expenses described in the above indemnification clause. Upon Holy Cross' request, such an Owner shall furnish a Certificate of Insurance verifying the existence of such insurance coverage.
5. Owner shall repair, at its expense, any excavation settlement and damage to asphalt paving or other surface improvements caused by such settlement resulting from work performed hereunder within the Property and Adjacent Land for a period of two (2) years beginning on the date backfill and cleanup are completed.
6. Owner, at its expense, shall stop the growth of thistles and/or other noxious weeds in all areas disturbed by excavation performed hereunder for a period of two (2) years beginning on the date backfill and cleanup are completed.
7. In the event Owner shall not promptly complete all of the obligations hereinabove agreed to be performed by Owner, Holy Cross may give written notice by registered or certified mail demanding Owner to complete the work and obligations undertaken by Owner herein, and if such is not completed within 30 days after receipt of such notice by Owner, Holy Cross may complete the work and obligations hereof. If Holy Cross shall be required to complete the work, all costs of completion shall be chargeable to and collectible from Owner.
8. As set forth in paragraph 1 above, Owner covenants that the trench, and all Facilities within the trench installed hereunder shall be located within dedicated or conveyed and recorded utility easements and at the proper depth below finished grade. It shall be the obligation of Owner to properly locate and construct the Facilities within the easement. Should it ever be discovered that such Facilities have not been properly located within dedicated or conveyed and recorded utility easements, or at the proper depth, it shall be the obligation of Owner to provide new easements for the actual location of the Facilities, or to relocate the Facilities within the easement, all of which shall be at the sole cost and expense of Owner.
9. It shall be Owner's responsibility to ensure that splice vaults, switchgear vaults and transformer vaults installed hereunder on the Property are accessible by Holy Cross boom trucks and other necessary equipment and personnel at all times. The use of such access by Holy Cross shall not require removal or alteration of any improvements, landscaping, or other obstructions. The ground surface grade shall not be altered within ten (10) feet of said splice, switchgear and transformer vaults, nor along the power line route between the vaults. The ground surface grade at said transformer and switchgear vaults shall be six (6) inches below the top of the pad. The ground surface grade at said splice vaults shall be even with the top of the pad. The manhole opening of said splice vaults shall be uncovered (excluding snow) and accessible at all times. Improvements, landscaping or any other objects placed in the vicinity of said transformers and switchgear shall be located so as not to hinder complete opening of the equipment doors. The ground surface within ten (10) feet of said transformer and switchgear doors shall be flat, level and free of improvements, landscaping, and other obstructions. Improvements, landscaping and other objects will be kept a minimum of four (4) feet from non-opening sides and backs of said transformers and switchgear. Owner hereby agrees to maintain the requirements of this paragraph and further agrees to correct any violations that may occur as soon as notified by Holy Cross. Said corrections will be made at the sole cost and expense of Owner.
10. All Holy Cross meter locations must be approved in advance. Notwithstanding such advance approval, it shall be the Owner's responsibility to maintain acceptable access, as determined solely by Holy Cross, to all Holy Cross meters at all times. At any time in the future, should access to any Holy Cross meters be determined by Holy Cross to be unacceptable, then it shall be the Owner's responsibility, at the Owner's sole cost, to correct the access and make it acceptable, as determined solely by Holy Cross.
11. Owner covenants that it is the owner of the above described Property and that said Property is free and clear of encumbrances and liens of any character, except those held by the following: All those of Record.

The promises, agreements and representations made by Owner herein shall be covenants that run with the Property and shall be binding upon the successors in interest, and assigns, of the Property.

The individual signing this Trench, Conduit and Vault Agreement hereby represents that they have full power and authority to sign, execute, and deliver this instrument.

Holy Cross Energy, a Colorado corporation

CITY OF ASPEN

By: _____
David Bleakley – Vice President, Engineering

By: _____
Mayor

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as Mayor of CITY OF ASPEN.

WITNESS my hand and official seal.
My commission expires:

Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by David Bleakley – Vice President, Engineering, Holy Cross Energy, a Colorado corporation.

WITNESS my hand and official seal.
My commission expires:

Notary Public
Address: _____

**HOLY CROSS ENERGY
UNDERGROUND RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

CITY OF ASPEN

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Box 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Pitkin, State of Colorado, described as follows:

A parcel of land situate in Section 07, Township 10 South, Range 84 West of the 6th P.M., as more fully described at Reception Number 544847 in the records of the PITKIN County Clerk and Recorder's Office, ASPEN, Colorado.

And, to construct, reconstruct, repair, change, enlarge, re-phase, operate, and maintain an underground electric transmission or distribution line, or both, with the underground vaults, conduit, fixtures and equipment used or useable in connection therewith, together with associated equipment required above ground, within the above mentioned lands, upon an easement described as follows:

An easement ten (10) feet in width, the centerline for said easement being an underground power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to install additional underground and/or pad-mounted facilities within the easement described herein.

It shall be the Grantor's responsibility to ensure that splice vaults, switchgear vaults and transformer vaults installed hereunder on said real property are accessible by Grantee's boom trucks and other necessary equipment and personnel at all times. The use of such access by Grantee shall not require removal or alteration of any improvements, landscaping, or other obstructions. The ground surface grade shall not be altered within ten (10) feet of said splice, switchgear and transformer vaults, nor along the power line route between the vaults. The ground surface grade at said transformer and switchgear vaults shall be six (6) inches below the top of the pad. The ground surface grade at said splice vaults shall be even with the top of the pad. The manhole opening of said splice vaults shall be uncovered (excluding snow) and accessible at all times. Improvements, landscaping or any other objects placed in the vicinity of said transformers and switchgear shall be located so as not to hinder complete opening of the equipment doors. The ground surface within ten (10) feet of said transformer and switchgear doors shall be flat, level and free of improvements, landscaping, and other obstructions. Improvements, landscaping and other objects will be kept a minimum of four (4) feet from non-opening sides and backs of said transformers and switchgear. Grantor hereby agrees to maintain the requirements of this paragraph and further agrees to correct any violations which may occur as soon as notified by Grantee. Said corrections will be made at the sole cost and expense of Grantor.

Together with the right to remove any and all trees, brush, vegetation and obstructions within said easement and the right to pile spoils outside said easement during construction and maintenance, when such is reasonably necessary for the implementation and use of the rights hereinabove granted. In areas where vegetation is disturbed by the above described use of the easement, the ground surface shall be seeded using a standard native mix by Grantee. Grantor agrees that landscaping or other surface improvements added on said easement after the date of execution hereof will be minimized and that Grantee will not be responsible for damage to said additional landscaping or surface improvements caused by exercise of its rights granted by this easement.

Grantor agrees that all facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that they are the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following: All those of Record.

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this _____ day of _____, 20_____.

The individual signing this Holy Cross Energy Underground Right-of-Way Easement hereby represents that they have full power and authority to sign, execute, and deliver this instrument.

CITY OF ASPEN

By: _____
Mayor

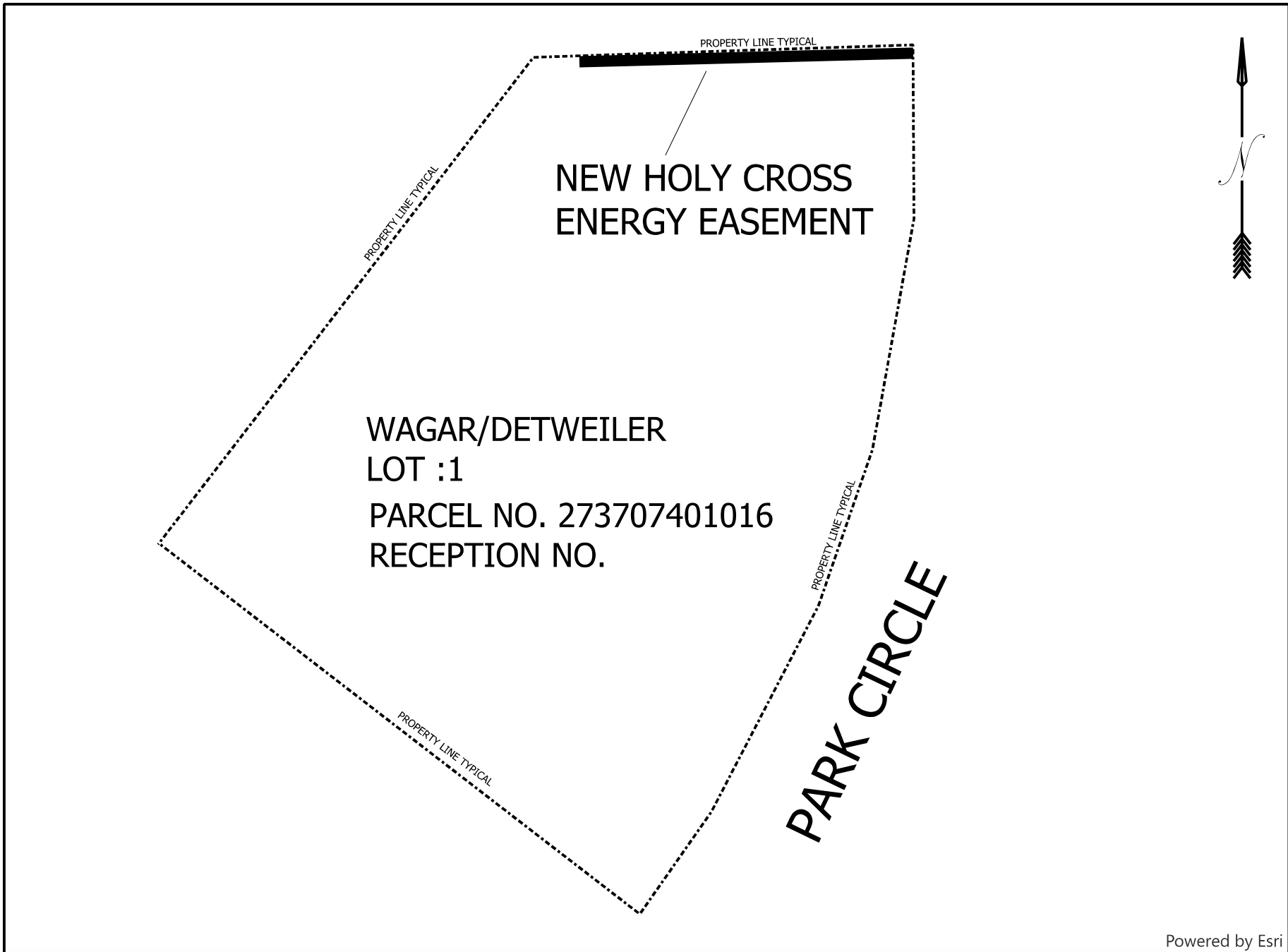
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ as Mayor of CITY OF ASPEN.

WITNESS my hand and official seal.
My commission expires:

Notary Public

Address: _____



Powered by Esri

Holy Cross Energy Glenwood Springs, Colorado	NOT TO SCALE FACILITY LOCATIONS APPROXIMATE	Date: 10/8/19	Section #: 007 Job Name: PARK CIRCLE HOUSING	Township#: 10S	Range#: 84W	County: PITKIN W/O#: 23665	EXHIBIT A
--	--	------------------	---	----------------	-------------	-------------------------------	------------------



MEMORANDUM

TO: Mayor and City Council

FROM: Margaret Medellin, Utilities Resources Manager

THROUGH: Tyler Christoff, Director of Utilities

MEMO DATE: 10/11/2019

MEETING DATE: 10/22/2019

RE: Resolution #112, Series of 2019: Aspen Water Integrated Resources Plan (IRP) – Phase 1
Contract for Professional Services

REQUEST OF COUNCIL: Staff requests Council approval for the Aspen Water Integrated Resource Plan (Phase 1) contract for professional services. Staff wishes to award this contract to Carollo Engineers (Carollo).

SUMMARY AND BACKGROUND: The City operates an Integrated Water Supply System (IWSS) to ensure a safe, legal and reliable water system for our community, now and into the future. This IWSS includes various water rights, infrastructure, and demand management techniques that work together to meet the City's goals. The City is undertaking an Integrated Resource Plan (IRP) process to update the City's long-term water supply goals, review the City's water supply portfolio, and determine the best management techniques for long-range planning. This large effort is being accomplished by two phases. During Phase 1, the consultant team will meet with staff, the community and City leaders to determine the appropriate methods and goals for the IRP. Phase 2 will include the implementation of the Scope of Work (SOW) developed in Phase 1.

DISCUSSION: The Integrated Resources Plan (IRP) Project was advertised for competitive bids on August 2, 2019. Proposals were received from five firms, noted below:

Carollo Engineers
Stantec
Hazen and Sawyer
Applegate
Corona

A team of five employees from the Utilities, Parks and Public Relations Departments, performed independent reviews of all five proposals. Teams were scored on their work plan, company and team member qualifications, firm capability, and cost. The top three teams were questioned by the selection committee during extensive interviews in Aspen.

Carollo was selected based on staff scoring. The Carollo team thoroughly addressed all aspects of the City's scope of work for the project and staff felt the Carollo team provided the most comprehensive professional services to the City for this project.

FINANCIAL IMPACTS: Staff intends to use 2019 Utilities funding for this Project.

Total Project Expenditures

Carollo Professional Services Contract	\$ 76,674.00
Contingency	\$ 5,000.00
Total	\$ 81,674.00

Funding Budgeted

Aspen IRP – Phase 1 (acct #421.322.81200.50942)	\$ 75,000.00
Pre-Project Engineering Services (acct #421.322.81200.50930)	\$ 6,674.00
Total	\$ 81,674.00

ENVIRONMENTAL IMPACTS: By more efficiently managing its Integrated Water Supply System, the City will also increase its efficiency in energy management and continue its dedication to environmental stewardship of the watersheds we depend on for sustaining our community.

ALTERNATIVES: City Council could choose not to approve Resolution #112 (2019). The Utility would continue to provide water services to the City, but without a long-range plan staff would be reacting to issues rather than aligning with the community to reach agreed-upon, long-term goals.

RECOMMENDATIONS: City staff recommends approval of Resolution #112, Series of 2019.

CITY MANAGER COMMENTS:

ATTACHMENTS:

Exhibit A – Resolution #112, Series of 2019
Exhibit B – Carollo Professional Services Contract

RESOLUTION #112
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND CAROLLO ENGINEERS 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 for consultant assistance with Aspen water integrated resource plan phase one between the City of Aspen and Carollo Engineers 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 for consultant assistance with Aspen water integrated resource plan phase one between the City of Aspen and Carollo Engineers 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 22nd day of October 2019.

Torre, Mayor

I, Linda Manning, 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 October 22, 2019.

Linda Manning, City Clerk



CITY OF ASPEN STANDARD FORM OF AGREEMENT V 2009

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2019-079.

AGREEMENT made as of 30th day of September, in the year 2019.

BETWEEN the City:

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

Contract Amount:

Total: \$76,674.00

And the Professional:

Carollo Engineers
c/o John Rehring
390 Interlocken Crescent, Suite
800 Broomfield, CO 80021
Phone: 303-635-1220

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:

Aspen Integrated Resource Plan Strategic Consulting Services – Phase 1

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 February 28, 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 best 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, insurers, and self-insurance pool, from and against all liability, claims, and demands, 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 or in part by, or is claimed to be caused in whole or in part 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, or agent 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. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part 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 all liability, claims, demands, 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, claims, demands, 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, claims, demands, 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 ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) 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) Except Workers' Compensation and Professional Liability, the policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and 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 or reduced in coverage 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, warranties 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. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

23. 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.

24. 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.

25. 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.

26. 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.

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:

Vincent Hart John Perring
[Signature]

By: Vincent Hart JOHN PERRING
[Name]

Title: EVice Pres. VICE PRESIDENT

Date: 10/11/19

Approved as to form:

City Attorney's Office

EXHIBIT A PROFESSIONAL SERVICES AGREEMENT

City of Aspen: Aspen Water Integrated Resource Plan Strategic Consulting Services – Phase One
Carollo Engineers, Inc.

a.Task 1 – Gap Analysis

11 Review Existing Materials and Plans

- Request and compile relevant studies and reports related to Aspen’s existing water supply, historical water demands, land use, and existing water facilities
- Request and compile relevant studies and reports related to Aspen’s future water demand projections, water supply and storage options.
- Review materials and compile an electronic project library of reference material.

12 Conduct Gap Analysis

- Prepare list of IRP project components and associated data needs.
- Identify gaps in planning or data that will be important for development of detailed IRP planning in Phase 2.

13 Tabulated Summary

- Develop concise tabulation of status and conclusions of up to 10 previous water planning documents and any identified planning/data gaps
- Prepare tabulated summary of additional data needs and recommended studies.

Assumptions:

- City will provide all relevant reports electronically to Carollo.
- Budgeted time includes compilation of available reports and studies and review of up to 6 reports not previously reviewed by Carollo team members.

Deliverables:

- Electronic web-based reference materials library.
- Tabular summary of status and conclusions of previous water planning and identified planning/data gaps.

b.Task 2 – Utility Staff Interviews

21 Prepare for Utility Staff Interviews

- Develop agendas and goals for 1 day of meetings with Utility staff.
- Develop draft interview questions and discuss/refine these during Webmeeting #1.

22 Conduct Utility Staff Interviews

- Meet with Utility staff in Aspen for 1 day to discuss supply options, IRP planning process, goals, and desired outcomes.
- Solicit input from utility staff via meetings on content, goals, and priorities for Task 3 and 4 meetings with elected officials, other City departments, and Community Involvement team.
- Initiate dialogue regarding approaches for Phase 2 community engagement, in advance of Task 4 Community Involvement meetings.

23 Synthesize and Summarize Utility Staff Interviews

- Synthesize input received during interviews and present findings in Webmeeting #1
- Prepare summary of meetings that documents Utility goals and drivers for IRP planning, and preliminary list of supply and storage options to be investigated in Phase 2.

Assumptions:

- One full day of meetings in Aspen.

Deliverables:

- Meeting summary including Utility vision and input, and list of long-term water supply ideas.

c.Task 3 – City Involvement

31 Prepare City Involvement Strategy Ideas

- Develop ideas for City involvement during the IRP Phase 2.
- Develop key questions to be answered by elected officials and other City departments.
- Develop agendas and goals for meetings with City representatives.
- Review and discuss plans for City Involvement meetings during Webmeeting #2.

32 Conduct Workshops to Refine City Involvement Strategy

- Meet with elected officials and staff of other City departments in Aspen to solicit input on the involvement of City staff during the IRP planning process.

33 Refine City Involvement Strategy

- Refine City involvement approach for Phase 2 based on input received in City involvement workshops.

34 Prepare City Involvement Strategy Summary

- Develop and submit workshop summary including proposed City involvement strategy for Phase 2.
- Review and discuss comments during Webmeeting #3 and finalize workshop summary.

Assumptions:

- One day of meetings in Aspen, held on consecutive day with Task 4 meetings.

Deliverables:

- Draft and final workshop summary including City involvement strategy.

d.Task 4 – Community Involvement

41 Prepare Community Involvement Strategy Ideas

- Develop ideas for Community involvement during the IRP Phase 2.
- Develop key questions to be discussed with Community Relations and other City staff in onsite meetings.
- Develop agenda and goals for meetings to discuss the draft approach for community engagement in Phase 2.
- Review and discuss plans for upcoming Community Relations meetings during Webmeeting #2.

42 Conduct Workshops to Refine Community Involvement Strategy

- Meet with City Community Relations staff and other City representatives to review draft approach, further develop ideas and strategy for community engagement approach and, discuss a strawman outreach scope of work for Phase 2.
- Hold meetings to review the strawman outreach scope and discuss specific goals, tactics, and organizational capabilities and responsibilities for the Phase 2 outreach scope.

43 Refine Community Involvement Strategy

- Refine community involvement approach for Phase 2 and develop a draft scope of work based on input received in City involvement workshops.
- Discuss revisions to draft scope of work during Webmeeting #3.

44 Prepare Community Involvement Strategy Summary

- Develop and submit workshop summary including proposed community involvement

strategy.

- Review and discuss comments during Webmeeting #3 and finalize workshop summary.

Assumptions:

- One day of meetings in Aspen, held on consecutive day with Task 3 meetings.

Deliverables:

- Draft and final workshop summary including community involvement strategy.

e.Task 5 – Develop Objectives and Goals for IRP Process

5.1 Develop Project Goals and Objectives

- Drawing on the work of preceding tasks, develop a synthesized list of potential goals for the IRP and desired outcomes.
- Submit bulleted list of draft goals, annotated as necessary, for review and consideration by City Utility staff.
- Review and refine Phase 2 goals and desired outcomes in Webmeeting #3.
- Submit revised description of IRP objectives and goals to City.

Assumptions:

- List of goals and outcomes will be developed based on input from previous tasks.

Deliverables:

- Draft and final list of objectives, goals, and outcomes for Phase 2 of IRP development.

f.Task 6 – Develop Scope of Work for IRP

6.1 Develop Phase 2 Scope of Work

- Develop outline of Phase 2 tasks from previous task outcomes and Carollo team's previous experience as the basis for developing a draft of a detailed scope of work for Phase 2, including the Community Involvement scope from Task 4.
- Submit the draft scope for City review. Anticipated components include:
 - Project Goals
 - IRP strategy and approach
 - Data Needs
 - Community Outreach Goals
 - Timeline
- Prepare a draft SOW outline and discuss in Webmeeting #4.
- Incorporate comments and prepare a draft version of the detailed SOW.
- Present and discuss draft SOW during Webmeeting #5.
- Revise and submit final detailed scope of work to City.

Assumptions:

- Scope will be developed based on Carollo team experience in developing IRPs, as guided by input from previous tasks and reflecting the timeline and budget developed in Tasks 6 and 7.

Deliverables:

- Scope outline; draft and final detailed scope of work for Phase 2 of IRP development.

g.Task 7 – Project Management and Meetings

7.1 Project Management Activities

- Project staffing and budget management, including subconsultant management and coordination.

- Develop and submit up to five monthly progress report to accompany monthly invoices, summarizing project activity for the reporting month and identifying any scope, schedule, or budget issues and proposed resolution.

72 Kickoff Workshop

- Conduct a project Kickoff Workshop in Aspen. Workshop will be used to establish City expectations, communication protocols, and review data request list. Discuss goals of Utility staff interviews and preliminary Utility staff interview questions as part of this workshop.

73 Project Coordination Webmeetings

- Conduct a series of five project coordination webmeetings. Preliminary focus for each meeting includes:
 - 1) Present Utility Staff Interview Findings
 - 2) Refine City and Community Involvement Ideas
 - 3) Present draft deliverables and define IRP Goals
 - 4) Present and Discuss draft Phase 2 scope of work, budget, and schedule
 - 5) Discuss comments on draft Phase 2 scope of work, budget, and schedule

Assumptions:

- Kickoff Workshop: One full day in Aspen for project manager plus 1 planning team member each from Carollo and Element.
- Webmeetings: Carollo will host all Webmeetings of approximately 1 hour each.

Deliverables:

- Monthly progress reports (up to 4)
- Meeting agenda and summary for Kickoff Workshop
- Meeting agendas and summary of action and decision items for all Webmeetings

2. Project Assumptions

- **Third Parties.** The services to be performed by the Professional are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Professional's performance of its services hereunder, and no right to assert a claim against the Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Professional's services hereunder.
- **Standard of Care.** The Professional shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Colorado.
- **City-Provided Information and Services.** The City shall furnish the Professional available studies, reports and other data pertinent to the Professional's services; obtain or authorize the Professional to obtain or provide additional reports and data as required; furnish to the Professional services of others required for the performance of the Professional's services hereunder, and the Professional shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Professional's services under this Agreement.
- **Estimates and Projections.** The Professional has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the City's plant and/or associated processes are operated

and/or maintained. Data projections and estimates are based on the Professional's opinion based on experience and judgment. The Professional cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Professional and the Professional will not be liable to and/or indemnify the City and/ or any third party related to any inconsistencies between the Professional's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

Exhibit B Professional Services Agreement: Fees

CITY OF ASPEN INTEGRATED RESOURCE PLAN PHASE 1 SEPTEMBER 24, 2019		CAROLLO LABOR		SUBCONSULTANT: ELEMENT WATER CONSULTING				SUBCONSULTANT: ROSS STRATEGIC				SUB CONTRACT TOTAL	CAROLLO DIRECT EXPENSES				TOTAL COST
TASK ⁽¹⁾		CAROLLO LABOR HOURS & COSTS	CAROLLO LABOR COSTS	LABOR HOURS	LABOR COSTS	OTHER DIRECT COSTS	TASK FEE	ROSS LABOR HOURS	TOTAL LABOR COSTS	OTHER DIRECT COSTS	TASK FEE		SUBS INVOICING MARKUP	TRAVEL & OTHER DIRECT COSTS	PECE ON CAROLLO DL Hrs	TOTAL EXPENSES	
													10%		\$12.00		
Task 1: Gap Analysis																	
1.1	Review Existing Materials and Plans	7	\$1,750	12	\$1,980		\$1,980	0	\$0		\$0	\$1,980	\$198		\$84	\$282	\$4,012
1.2	Conduct Gap Analysis	2	\$500	10	\$1,670		\$1,670	0	\$0		\$0	\$1,670	\$167		\$24	\$191	\$2,361
1.3	Tabulated Summary	2	\$500	4	\$680		\$680	0	\$0		\$0	\$680	\$68		\$24	\$92	\$1,272
	subtotal: hours	11	2,750	26	4,330		4,330	0	-		-	4,330	433	-	132	565	7,645
	SUBTOTAL: COSTS	\$2,750	\$2,750		\$4,330	\$0	\$4,330		\$0	\$0	\$0	\$4,330	\$433	\$0	\$132	\$565	\$7,645
Task 2: Utility Staff Interviews																	
2.1	Prepare for Utility Staff Interviews	4	\$1,000	0	\$0		\$0	0	\$0		\$0	\$0	\$0		\$48	\$48	\$1,048
2.2	Conduct Utility Staff Interviews	20	\$5,000	0	\$0		\$0	0	\$0		\$0	\$0	\$0	\$1,800	\$240	\$2,040	\$7,040
2.3	Synthesize and Summarize Utility Staff Interviews	6	\$1,192	0	\$0		\$0	0	\$0		\$0	\$0	\$0		\$72	\$72	\$1,264
	subtotal: hours	30	7,192	0	-		-	0	-		-	0	-	1,800	360	2,160	9,352
	SUBTOTAL: COSTS	\$7,192	\$7,192		\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$1,800	\$360	\$2,160	\$9,352
Task 3: City Involvement																	
3.1	Prepare City Involvement Strategy Ideas	4	\$1,000	0	\$0		\$0	4	\$1,024		\$1,024	\$1,024	\$102		\$48	\$150	\$2,174
3.2	Conduct City Involvement Strategy Workshops	10	\$2,500	0	\$0		\$0	10	\$2,560	\$800	\$3,360	\$3,360	\$336	\$450	\$120	\$906	\$6,766
3.3	Refine City Involvement Strategy	4	\$1,000	0	\$0		\$0	4	\$1,024		\$1,024	\$1,024	\$102		\$48	\$150	\$2,174
3.4	Prepare City Involvement Strategy Summary	5	\$942	0	\$0		\$0	2	\$512		\$512	\$512	\$51		\$60	\$111	\$1,565
	subtotal: hours	23	5,442	0	-		-	20	5,120		5,920	5,920	592	450	276	1,318	12,680
	SUBTOTAL: COSTS	\$5,442	\$5,442		\$0	\$0	\$0		\$5,120	\$800	\$5,920	\$5,920	\$592	\$450	\$276	\$1,318	\$12,680
Task 4: Community Involvement																	
4.1	Prepare Community Involvement Strategy Ideas	2	\$500	0	\$0		\$0	8	\$2,048		\$2,048	\$2,048	\$205		\$24	\$229	\$2,777
4.2	Conduct Community Involvement Strategy Workshops	10	\$2,500	0	\$0		\$0	10	\$2,560	\$800	\$3,360	\$3,360	\$336	\$450	\$120	\$906	\$6,766
4.3	Refine Community Involvement Strategy	4	\$1,000	0	\$0		\$0	4	\$1,024		\$1,024	\$1,024	\$102		\$48	\$150	\$2,174
4.4	Prepare Community Involvement Strategy Summary	5	\$942	0	\$0		\$0	2	\$512		\$512	\$512	\$51		\$60	\$111	\$1,565
	subtotal: hours	21	4,942	0	-		-	24	6,144		6,944	6,944	694	450	252	1,396	13,282
	SUBTOTAL: COSTS	\$4,942	\$4,942		\$0	\$0	\$0		\$6,144	\$800	\$6,944	\$6,944	\$694	\$450	\$252	\$1,396	\$13,282
Task 5: Develop Project Goals for IRP process																	
5.1	Develop Project Goals and Objectives	12	\$3,000	8	\$1,480		\$1,480	2	\$512		\$512	\$1,992	\$199		\$144	\$343	\$5,335
	subtotal: hours	12	3,000	8	1,480		1,480	2	512		512	1,992	199	-	144	343	5,335
	SUBTOTAL: COSTS	\$3,000	\$3,000		\$1,480	\$0	\$1,480		\$512	\$0	\$512	\$1,992	\$199	\$0	\$144	\$343	\$5,335
Task 6: Develop SOW for IRP																	
6.1	Develop Phase 2 Scope of Work	22	\$5,192	4	\$740		\$740	0	\$0		\$0	\$740	\$74		\$264	\$338	\$6,270
	subtotal: hours	22	5,192	4	740		740	0	-		-	740	74	-	264	338	6,270
	SUBTOTAL: COSTS	\$5,192	\$5,192		\$740	\$0	\$740		\$0	\$0	\$0	\$740	\$74	\$0	\$264	\$338	\$6,270
Task 7 - Project Management and Meetings																	
7.1	Project Management Activities	10	\$2,500	0	\$0		\$0	0	\$0		\$0	\$0	\$0		\$120	\$120	\$2,620
7.2	Kickoff Workshop	22	\$5,192	10	\$1,850	\$600	\$2,450	2	\$512		\$512	\$2,962	\$296	\$1,800	\$264	\$2,360	\$10,514
7.3	Project Coordination Webmeetings	25	\$6,250	5	\$925		\$925	5	\$1,280		\$1,280	\$2,205	\$221		\$300	\$521	\$8,976
	subtotal: hours	57	13,942	15	2,775		3,375	7	1,792		1,792	5,167	517	1,800	684	3,001	22,110
	SUBTOTAL: COSTS	\$13,942	\$13,942		\$2,775	\$600	\$3,375		\$1,792	\$0	\$1,792	\$5,167	\$517	\$1,800	\$684	\$3,001	\$22,110
TOTAL LEVEL OF EFFORT: LABOR HOURS		176		53				53									
TOTAL COST OF SERVICES		\$42,460	\$42,460		\$9,325	\$600	\$9,925		\$13,568	\$1,600	\$15,168	\$25,093	\$2,509	\$4,500	\$2,112	\$9,121	\$76,674

Notes:

1. Work will be invoiced monthly based on percent complete of each major task.



MEMORANDUM

TO: Mayor and City Council

FROM: Margaret Medellin, Utilities Resource Manager
Lee Ledesma, Utilities Finance and Admin Manager

THROUGH: Tyler Christoff, Utilities Director
Scott Miller, Public Works Director

MEMO DATE: October 11, 2019

MEETING DATE: October 22, 2019

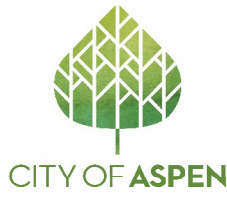
RE: Resolution #106 – Federal Grant Request of \$300,000
Resolution #107 – Federal Grant Request of \$500,000
Project: Aspen Intelligent Metering & Water Meter Replacement

REQUEST OF COUNCIL: The City of Aspen Water Utility applied for two federal grants with the U.S. Bureau of Reclamation (BOR) on Wednesday, October 2, 2019. Staff is requesting Council support of these grant applications through approval of Resolution #106 and Resolution #107, Series of 2019.

SUMMARY AND BACKGROUND: Aspen is converting its water and electric utilities to Aspen Intelligent Metering (AIM), an architecture for automated, two-way communication between a smart utility meter and the City of Aspen Utilities department. This project supports Aspen's focus on developing a reliable water supply and supports efficient water use. The goal of AIM is to provide the Utilities department and customers with near real-time data about water usage.

DISCUSSION: The BOR is funding two separate grant programs appropriate for the AIM work. The City is applying for Group 1 and Group 2 grants. Approximately 700 existing meters have been identified for full water meter replacement as they are incompatible with the AIM conversion or are non-compliant with the City's current Water Distribution Standards. These grants will help fund work associated with the water meter conversion, identified meter replacement, public outreach and engagement program, and savings quantification and administration (see Exhibits C and D BOR grant Executive Summary documents for details).

FINANCIAL IMPACTS: The City Utilities department will provide matching funds if the City receives either the Group 1 or Group 2 BOR grants. The breakdown of grant monies and City contributions for each grant are shown in the following table:



BOR Grant Source	BOR Grant Amount	City's Contribution
Group 1	\$300,000	\$959,697
Group 2	\$500,000	\$759,697

In aggregate if awarded, these grants would reduce the City's net cost by roughly one-third of the total project budgets. If the City does not receive the grants however, the work will still be completed as 100% funding for the Aspen Intelligent Metering and Water Meter Replacement project exists in the 2019 approved Utilities capital budget, (\$1,800,000 in AMI capital project 50594), and the 2020 proposed Water capital budget, (\$550,000 in Meter Replacement capital project 51131). These project budgets are fully covered by the Water and Electric Utility Funds.

ENVIRONMENTAL IMPACTS: Implementing and operating a robust metering program is fundamental to the success of the City's water conservation and efficiency efforts. The AIM technology will empower the City's Enhanced Water Loss Control program with data to identify customer-side leaks, providing the information to systematically target and reduce water distribution system losses and identifying customer leaks early. By more efficiently managing uses of water, the City will also increase its efficiency in energy management.

ALTERNATIVES: City Council could choose not to approve Resolution #106 and #107, which is required to be submitted to the Federal Bureau of Reclamation within 30 days of the grant application deadline of October 2, 2019 to comply to the mandatory grant submittal requirements of the Federal government. The City Utilities department is financially capable of funding the Aspen Intelligent Metering and Water Meter Replacement program without the assistance of Federal funding.

RECOMMENDATIONS: City staff recommends approval of Resolution #106 and #107, Series of 2019.

CITY MANAGER COMMENTS:

ATTACHMENTS:

- Exhibit A – Resolution #106, Series of 2019
- Exhibit B – Resolution #107, Series of 2019
- Exhibit C – Executive Summary of BOR \$300,000 grant
- Exhibit D – Executive Summary of BOR \$500,000 grant

RESOLUTION # 106
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, WHICH AUTHORIZES THE CITY OF ASPEN TO COMMIT TO THE FINANCIAL AND LEGAL OBLIGATIONS ASSOCIATED WITH RECEIPT OF A FINANCIAL ASSISTANCE AWARD FROM THE FEDERAL BUREAU OF RECLAMATION FOR THE ASPEN INTELLIGENT METERING AND WATER METER REPLACEMENT PROJECT GRANT APPLICATION SUBMITTED ON OCTOBER 22, 2019.

WHEREAS, there has been submitted to the City Council a federal assistance request application for the Aspen Intelligent Metering and Water Meter Replacements project that proposes a \$300,000 (23.8%) Federal Grant with a City of Aspen Water Utility match of \$959,697 (76.2%), a true and accurate copy of which is attached hereto as Exhibit "C";

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 and commits the City of Aspen to the financial and legal obligations associated with the receipt of a financial assistance award from the Federal government, if one is so given, 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 ____ day of ____, 2019.

Torre, Mayor

I, Linda Manning, 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, October 22, 2019.

Linda Manning, City Clerk

RESOLUTION # 107
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, WHICH AUTHORIZES THE CITY OF ASPEN TO COMMIT TO THE FINANCIAL AND LEGAL OBLIGATIONS ASSOCIATED WITH RECEIPT OF A FINANCIAL ASSISTANCE AWARD FROM THE FEDERAL BUREAU OF RECLAMATION FOR THE ASPEN INTELLIGENT METERING AND WATER METER REPLACEMENT PROJECT GRANT APPLICATION SUBMITTED ON OCTOBER 22, 2019.

WHEREAS, there has been submitted to the City Council a federal assistance request application for the Aspen Intelligent Metering and Water Meter Replacements project that proposes a \$500,000 (39.7%) Federal Grant with a City of Aspen Water Utility match of \$759,697 (60.3%), a true and accurate copy of which is attached hereto as Exhibit "D";

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 and commits the City of Aspen to the financial and legal obligations associated with the receipt of a financial assistance award from the Federal government, if one is so given, 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 ____ day of ____, 2019.

Torre, Mayor

I, Linda Manning, 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, October 22, 2019.

Linda Manning, City Clerk

1. EXECUTIVE SUMMARY

1.1 APPLICATION INFORMATION

Submittal Date	October 3, 2019
Applicant	City of Aspen, Colorado Lee Ledesma, Utilities Finance and Administrative Services Manager Water Department 130 Galena Street Aspen, CO 81611 970-429-1975
Funding Group	I
Grant Funding Requested	\$300,000
Total Project Budget	\$1,259,697
Project Duration	September 2019 through December 2020 (16 months)
Estimated Project Completion Date	December 31, 2020
Project Location	Existing residential and commercial locations throughout the City of Aspen's service area located in Aspen, Colorado. Project location is not located on a Federal facility.

1.2 PROJECT SUMMARY

The City of Aspen, Colorado ("Aspen" or "the City") is a home-rule municipality that owns and operates its water utilities, providing treated (potable) water to all customers in the service area and raw water for hydroelectric production as well as for irrigation and snowmaking purposes to a small subset of customers. The City is an active leader in water conservation and efficiency in the State of Colorado and is committed to sustainable water use practices and programs both locally and regionally. Aspen Water Utility provides service to approximately 4,000 accounts located inside and outside the Aspen Municipal boundary. Aspen is converting its water and electric utilities to Advanced Metering Infrastructure (AMI), an architecture for automated, two-way communication between a smart utility meter and the City of Aspen utility department. This project supports Aspen's focus on developing a reliable water supply and supports efficient water use. The goal of AMI is to provide the utility department with real-time data about water usage and allow customers to make informed choices about water usage. A customer engagement platform will transform customer meter data into an easy-to-use resource for both consumers and utility personnel. The AMI Project includes the upgrade of about 3,000 manual-read meters with an AMI network system that will automatically collect and store water usage data in 15-minute increments to support efficient water use, improved water demand management, improved leak detection, and engage customers. The AMI Project vendor was selected in 2018 for conversion of Aspen's entire service area for

both water meters and electric meters. Approximately 700 existing meters have been identified for full replacement as they are incompatible with the AMI conversion or are non-compliant with the City's current Municipal Code requirements. Work associated with the water meter conversion, identified meter replacement, public outreach and engagement program, and savings quantification and administration is included under this grant application for project phases to be completed following the application deadline. As a direct result of the AMI Project, Aspen projects a total savings of 273 AF annually, which represents 9% of Aspen's current demands. Anticipated savings will be achieved through implementation of the AMI Project and deployment of the Customer Portal, influencing a change in customer behavior and improving real-time leak detection. This will support ongoing water loss identification efforts and reduce system losses through meter inaccuracies and recovered real losses.

1. EXECUTIVE SUMMARY

1.1 APPLICATION INFORMATION

Submittal Date	October 3, 2019
Applicant	City of Aspen, Colorado Lee Ledesma, Utilities Finance and Administrative Services Manager Water Department 130 Galena Street Aspen, CO 81611 970-429-1975
Funding Group	II
Grant Funding Requested	\$500,000
Total Project Budget	\$1,259,697
Project Duration	September 2019 through December 2020 (16 months)
Estimated Project Completion Date	December 31, 2020
Project Location	Existing residential and commercial locations throughout the City of Aspen's service area located in Aspen, Colorado. Project location is not located on a Federal facility.

1.2 PROJECT SUMMARY

The City of Aspen, Colorado ("Aspen" or "the City") is a home-rule municipality that owns and operates its water utilities, providing treated (potable) water to all customers in the service area and raw water for hydroelectric production as well as for irrigation and snowmaking purposes to a small subset of customers. The City is an active leader in water conservation and efficiency in the State of Colorado and is committed to sustainable water use practices and programs both locally and regionally. Aspen Water Utility provides service to approximately 4,000 accounts located inside and outside the Aspen Municipal boundary. Aspen is converting its water and electric utilities to Advanced Metering Infrastructure (AMI), an architecture for automated, two-way communication between a smart utility meter and the City of Aspen utility department. This project supports Aspen's focus on developing a reliable water supply and supports efficient water use. The goal of AMI is to provide the utility department with real-time data about water usage and allow customers to make informed choices about water usage. A customer engagement platform will transform customer meter data into an easy-to-use resource for both consumers and utility personnel. The AMI Project includes the upgrade of about 3,000 manual-read meters with an AMI network system that will automatically collect and store water usage data in 15-minute increments to support efficient water use, improved water demand management, improved leak detection, and engage customers. The AMI Project vendor was selected in 2018 for conversion of Aspen's entire service area for

both water meters and electric meters. Approximately 700 existing meters have been identified for full replacement as they are incompatible with the AMI conversion or are non-compliant with the City's current Municipal Code requirements. Work associated with the water meter conversion, identified meter replacement, public outreach and engagement program, and savings quantification and administration is included under this grant application for project phases to be completed following the application deadline. As a direct result of the AMI Project, Aspen projects a total savings of 273 AF annually, which represents 9% of Aspen's current demands. Anticipated savings will be achieved through implementation of the AMI Project and deployment of the Customer Portal, influencing a change in customer behavior and improving real-time leak detection. This will support ongoing water loss identification efforts and reduce system losses through meter inaccuracies and recovered real losses.



MEMORANDUM

TO: Mayor and City Council

FROM: Ashley Perl, Climate Action Manager

THROUGH: CJ Oliver, Environmental Health and Sustainability Director

MEMO DATE: October 14, 2019

MEETING DATE: October 22, 2019

RE: Council Resolution #114: Supporting the “Energy Innovation and Carbon Dividend Act of 2019”

REQUEST OF COUNCIL: The United States House of Representatives is considering Resolution 763: Energy Innovation and Carbon Dividend Act of 2019. City Council requested that staff draft a Resolution that shows the City of Aspen’s support for HR 763 for City Council to consider as a way to show support for national climate action.

SUMMARY AND BACKGROUND: The attached resolution is intended to indicate support for the passage of [House Resolution 763](#) of the 116th U.S. Congress. The policy of HR 763 is a means to reduce greenhouse gas (GHG) emissions across economic sectors on a national scale and mitigate the impacts of global climate change. The policy would implement a fee on fossil fuels, which is intended to drive market demand to cleaner renewable energy sources and include public dividend payments. If adopted, this City of Aspen resolution will be shared with members of Congress, along with endorsements from other U.S. cities and private organizations.

In 2016, City Council adopted Resolution #11, which stated the City’s support for the creation, and passage, of “carbon fee and dividend” legislation in the U.S. Congress. Ultimately, no such legislation was passed by the 114th U.S. Congress or any subsequent Congress to date. Today’s resolution is based on a similar concept as the 2016 work, however HR 763, the current Congressional resolution differs in substance and intention.

Both HR 763 and the previous carbon fee legislation were created in partnership with the Citizens Climate Lobby (CCL), a national group of individuals advocating for bi-partisan climate action. CCL maintains local chapters of engaged citizens across the country. The City of Aspen Climate Action Office has a long history of supporting the local chapter and working in partnership to support federal climate legislation.

DISCUSSION: City Council has expressed interest in supporting HR 763 at the urging of local students who participated in the global climate strike on September 20, 2019, as well as the Aspen CCL chapter. HR 763 supports Aspen’s Climate Action Plan and Aspen’s goal to reduce GHG emissions and transition to renewable energy sources.

Current Legislative Progress. HR 763 was introduced by Rep. Deutch (D-FL-22) on January 24, 2019 and has 65 cosponsors to date. The bill currently resides in the committee and subcommittee review phase of its process in the House of Representatives.

How the Policy Works. HR 763 would impose a fee on all fossil fuels that generate GHG emissions during their production and consumption. Fuels subject to the policy include natural gas, coal, and crude oil. A \$15 fee per ton of carbon dioxide (CO₂) equivalent emissions would be imposed on fuel producers and importers. The imposed fees would be intended to drive a market transition to more affordable renewable energy sources as consumers realize their value.

A revenue-neutral Carbon Dividend Trust Fund would collect the fees to finance the administrative expenses and monthly, equal dividend payments to all U.S. citizens. Dividends would grow over time in coordination with fee increases. An average household of 4 would receive an annual \$3,456 dividend payment in the 10th year of implementation.

In order to protect U.S. manufacturing and trade competitiveness, imported goods that are emissions-intensive would be subject to an adjusted fee if the exporting country does not have a comparable fee. U.S. exports would receive a refund of the imposed fee.

Impacts of the Policy. National GHG emissions would be reduced 40% over the first 12 years of implementation. U.S. emissions would then be within the range of 1.5 and 2 degrees Celsius of warming, which the Intergovernmental Panel on Climate Change (IPCC) has identified as the limits of allowed warming before catastrophic impacts take place. The policy would reduce emissions to a far greater extent than current EPA regulations over that course of time.

2.1 million new jobs would be created across the U.S. as a result of economic growth from the introduction of dividend payments. Also, an estimated 295,000 lives could be saved through 2030 as a result of improved air quality from the decommissioning of fossil fuel production.

Current Support from Local Governments. In supporting HR 763, the City of Aspen would join 65 other local governments that publicly support the policy. Supportive cities include peers like Park City, UT, Moab, UT, Salt Lake City, UT, and Truckee, CA, along with other larger cities such as Cincinnati, OH, Anchorage, AK, and Los Angeles County, CA. For a full list of cities, click [this link](#).

FINANCIAL IMPACTS: Passage of HR 763 could increase the City's operating costs due to an increase in the cost of purchasing gasoline, diesel, and natural gas. However, the legislation could strengthen and stimulate Aspen's economy through the introduction of dividend payments to the community.

ENVIRONMENTAL IMPACTS: Significant, nation-wide GHG reductions are critical to mitigating the impacts of climate change. The Energy Innovation and Carbon Dividend

Act of 2019 would reduce GHG emissions 40% in the first 12 years of implementation, thus supporting the desired outcomes of the City of Aspen's climate action initiatives.

ALTERNATIVES: City Council can choose to edit, or not approve, the resolution.

ATTACHMENTS:

Attachment A: Resolution #114, Series of 2019

Attachment B: Citizen's Climate Lobby (CCL) Fact Sheet of HR 763

CITY MANAGER COMMENTS:

RESOLUTION #114
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN,
COLORADO, URGING THE UNITED STATES CONGRESS TO ADDRESS
THE CAUSES AND IMPACTS OF CLIMATE CHANGE BY PASSING HOUSE
RESOLUTION 736: “ENERGY INNOVATION AND CARBON DIVIDEND
ACT OF 2019” OF THE 116TH CONGRESS.

WHEREAS, climate scientists worldwide agree that climate change poses a serious threat to the current and future health of human civilization and the natural environment; and

WHEREAS, the primary cause of climate change is human activity, especially the production and consumption of fossil fuels, which create greenhouse gasses (GHGs) that insulate the Earth’s atmosphere and cause rapid warming of the oceans and continents; and

WHEREAS, the United States (U.S.) Fourth National Climate Assessment, produced by the U.S. Global Change Research Program, anticipates that climate change will continue to lead to impacts, such as increased heat, drought, insect outbreaks, flooding, and wildfires coupled with declining water supplies, reduced agricultural yields, infrastructure and ecosystem degradation, and a myriad of human health impacts throughout the Southwestern U.S.; and

WHEREAS, the ongoing, likely impacts of unmitigated GHG emissions and climate change on Aspen pose a serious threat to the local region’s economy, quality of life, ecology, public safety, and heritage; and

WHEREAS, the City of Aspen City Council has a record of acknowledging the reality of climate change, its probable effects on the community, and the City’s ability and responsibility to reduce its contribution to the causes of climate change, as evidenced by the City’s Climate Action Plan; and

WHEREAS, local action is necessary, yet insufficient, to avoid catastrophic climate change; and

WHEREAS, national and international policies to reduce GHG emissions must be rapidly implemented; and

WHEREAS, the City of Aspen City Council previously adopted resolution 11, Series 2016 in support of “carbon fee and dividend” legislation in the U.S. Congress; and

WHEREAS, Aspen citizens representing the Aspen chapter of the Citizens’ Climate Lobby (CCL) support new “carbon fee and dividend” legislation that would reduce economy-wide GHG emissions at the national scale; and

WHEREAS, such an instrument would encourage consumers and the market to transition away from carbon-based energy and fuels to renewable energy sources through the application of fees on GHG-intensive fuels; and

WHEREAS, the market transition to renewable energy sources would advance the mitigation of the impacts of climate change to foster a sustainable and stable future for all communities, including the City of Aspen:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, the governing body recognizes that an effective and efficient measure to reduce greenhouse gas emissions caused by the production and consumption of fossil fuels, and therefore reduce the impacts of climate change, is the **enactment of a revenue-neutral fee on fossil fuel production at its source, with the fees being returned to the public as a dividend.**

BE IT FURTHER RESOLVED that the governing body:

1. Strongly urges the U.S. Congress to pass House Resolution 763: “Energy Innovation and Carbon Dividend Act of 2019” of the 116th Congress as introduced into the House of Representatives on January 24, 2019.
2. Requests that the U.S. Congress pass and implement this policy with the speed appropriate to the gravity and urgency of the situation.

BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this resolution to the City’s Congressional Delegation.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 22nd day of October 2019.

Torre, Mayor

I, Linda Manning, 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, October 22, 2019.

Linda Manning, City Clerk

Energy Innovation AND Carbon Dividend Act

THE BIPARTISAN CLIMATE SOLUTION

H.R. 763

The Energy Innovation and Carbon Dividend Act will drive down America's carbon pollution and bring climate change under control, while unleashing American technology innovation and ingenuity. It's:



Effective

This policy will reduce America's emissions by at least 40% in the first 12 years. It's supported by economists and scientists as simple, comprehensive, and effective.



Good for people

This policy will improve health and save lives by reducing pollution that Americans breathe. Additionally, the carbon dividend puts money directly into people's pockets every month to spend as they see fit, helping low and middle income Americans.



Good for the economy

Will create 2.1 million new jobs, thanks to economic growth in local communities across America.



Bipartisan

Republicans and Democrats are both on board, cosponsoring this bill together. The majority of Americans support Congress taking action on climate change, including more than half of Republicans. Solving climate change is too urgent to get caught up in partisan politics.



Revenue Neutral

The fees collected on carbon emissions will be allocated to all Americans to spend any way they choose. The government will not keep any of the fees collected, so the size of the government will not grow.

Sources for statistics available at: energyinnovationact.org/data-sources

How it Works

- 1 Carbon Fee**
This policy puts a fee on fossil fuels like coal, oil, and gas. It starts low, and grows over time.
- 2 Carbon Dividend**
The money collected from the carbon fee is allocated in equal shares every month to the American people to spend as they see fit.
- 3 Border Carbon Adjustment**
To protect U.S. manufacturers and jobs, imported goods will pay a border carbon adjustment, and goods exported from the United States will receive a refund under this policy.
- 4 Regulatory Adjustment**
This policy preserves effective current regulations, like auto mileage standards, but pauses the EPA authority to regulate the CO2 and equivalent emissions covered by the fee, for the first 10 years after the policy is enacted. If emission targets are not being met after 10 years, Congress gives clear direction to the EPA to regulate those emissions to meet those targets. The pause does not impact EPA regulations related to water quality, air quality, health or other issues. This policy's price on pollution will lower carbon emissions far more than existing and pending EPA regulations.

See Sponsors List & Learn More

Go to energyinnovationact.org to learn more about the Energy Innovation & Carbon Dividend Act.

Support the Bill

Go to cclusa.org/energy-innovation-act to contact your Congressional Representative



MEMORANDUM

TO: Mayor and City Council
FROM: Mona Newton, CORE Executive Director
THROUGH: Ashley Perl, Climate Action Manager
MEMO DATE: October 14, 2019
MEETING DATE: October 22, 2019
RE: REMP Funding Request

REQUEST OF COUNCIL: The Community Office for Resource Efficiency (CORE) is requesting approval from Council of the REMP funding request in the amount of \$1,330,000 to support CORE's programs and grants for 2020.

SUMMARY AND BACKGROUND: CORE is before council to provide an overview of past accomplishments, share a new mission statement and Strategic Plan, and review the 2020 Work plan and 2020 program budget.

CORE is celebrating 25 years of helping residents and businesses save energy by offering policy options, programs and grants that result in carbon emissions in communities, by residents and businesses.

Some of CORE's accomplishments during 2011-2019 valley-wide include:

- More than 6,031 residents, businesses and public entities have participated in CORE programs since 2010, making energy efficiency and renewable energy upgrades in their buildings, 23,364 MTco2 have been eliminated and \$3,075,793 annual savings in utility bills.
- The projects implemented achieve beyond the 2x carbon offset that was set as a goal when REMP was developed. Analysis of past projects indicates that a 6x carbon offset was achieved through CORE's programs between 2010 and 2015.
- Each dollar provided through a grant or rebate is leveraged more than six times. REMP funds combined with other funds typically do not exceed 50% of the cost of a project.
- CORE holds workforce training programs throughout the valley. In 2019 CORE began reaching out to the Latino construction workforce providing jobsite training in Spanish about essential building science concepts.
- In 2018 CORE granted funds for Basalt Vista Habitat Project influencing that project to be a net zero energy affordable housing project.

DISCUSSION:

As part of the 25th year, the CORE board engaged in a Strategic Planning process for the next 5 years, knowing that the Plan is a living document and will be revisited annually. This work included setting an updated mission statement and four new strategic priorities.

Mission: Leading the Roaring Fork Valley to a net-zero energy future. *CORE is a member organization and together with all of our members we work to achieve our mission.*

Strategic Priorities:

1. Carbon Reduction – focus on carbon-free, net-zero energy use
 - 1,000 MTco2e annually, estimated 40% increase
2. Project Design Optimization
 - Actively support highly-visible projects that can be replicated with technical, financial and publicity support
3. Carbon-Free Culture
 - Continue to build and broaden the base for change through creative outreach and engagement
4. Organizational Resilience
 - CORE has been charged with managing the REMP funds, which have been a stable funding source for many years. Declining funds and additional needs make it necessary for CORE to diversity its funding.

2020 Workplan:

- Develop and implement the path to net-zero energy. More aggressive energy-use reduction will be sought from program participants with a more intentional program of advising and incentive offerings for residents and businesses.
- Identify and offer technical assistance and incentives for large projects (public, non-profit and private projects) to strive for net-zero.
- Design and deliver measurable outreach and engagement programs to support the pathway to net-zero with *Imagine Climate* – a month-long effort designed to capture new program participants, print advertising, e-newsletter, workshops to promote CORE's services, grants, incentives, workforce training and partnering on other events.
- Develop a plan that addresses need, options and a target amount to increase non-REMP funds by 2024.

FINANCIAL IMPACTS:

CORE's total 2020 budget is shown in Attachment A. This funding is requested in equal amounts from the City of Aspen and Pitkin County REMP funds. CORE is requesting \$1,330,000 from the city of Aspen and the same amount from Pitkin County.

REMP funds are collected by the City of Aspen and Pitkin County for projects when on-site mitigation with renewable energy is not an option when installing snowmelt, hot tubs and spas on both commercial and residential projects.

ENVIRONMENTAL IMPACTS: The environmental impact will be a decrease in carbon emissions in the Roaring Fork Valley towards the goal of 1,000 MtCo2e.

ALTERNATIVES: City Council can choose to approve REMP funding in a different amount.

RECOMMENDATIONS: Approve the funding request and grants as forwarded to you for approval by the CORE Board of Directors.

CITY MANAGER COMMENTS:

Attachments:

Attachment A: CORE 2020 Budget
Attachment B: Resolution #115, Series 2019
Attachment C: CORE 2020 Workplan

RESOLUTION #115
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,
AUTHORIZING THE EXPENDITURE OF FUNDS GENERATED THROUGH THE
RENEWABLE ENERGY MITIGATION PROGRAM.

WHEREAS, on December 13, 1999, the City Council approved Ordinance No. 55 Adopting the Aspen/Pitkin Energy Conservation Code, and

WHEREAS, the Aspen/Pitkin Energy Conservation Code allows that funds collected through the Renewable Energy Mitigation Program (REMP) be spent in accordance with a resolution passed by the Aspen City Council and the Pitkin County Board of County Commissioners, and

WHEREAS, at its meeting on July 19, 2019, the Board of Trustees of the Community Office for Resource Efficiency (CORE) approved the REMF spending proposals described in Exhibit A, and

WHEREAS, the City Council of the City of Aspen finds that the funding requests are appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, that the 2020 REMF funding is approved, and the Community Office for Resource Efficiency (CORE) is authorized to negotiate and secure contracts and manage the installation and/or implementation of the 2020 projects and programs.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 22nd day of October 2019.

Torre, Mayor

I, Linda Manning, 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, October 22, 2019.

Linda Manning, City Clerk

I. Projects supported by CORE Board of Directors for funding from REMP

2019 Randy Udall Energy Pioneer Grant Applicants:			
Grant Applicant	Project Memo	Requested	Recommended
Aspen Pitkin Employee Housing, Inc.	Create a model for resilient, affordable, net-zero energy housing design.	\$200,000	\$60,000
Habitat For Humanity Roaring Fork Valley	Complete PV system as designed to achieve net-zero energy.	\$100,000	\$100,000
Holy Cross Energy	Movable PV system to achieve 75% offset.	\$90,922	\$30,000
McCabe Properties LLC.	126KW of onsite PV - 93% offset.	\$138,600	\$20,000
Pitkin County Courthouse	LED retrofit (improved Color Rendering Index), controls upgrades.	\$200,000	\$20,000
Pitkin County Solid Waste Center	Metal building insulated panels, partition wall, IR heating.	\$200,000	\$60,000
Solar Rollers	Solar Rollers trophy race event in Carbondale.	\$52,000	\$20,000
The Arts Campus at Willits	Net zero, all-electric facility, heat pump RTU, 68KW PV (118,157 kWh).	\$200,000	\$60,000
The Farm Collaborative	Net zero energy campus, all-electric commercial kitchen.	\$200,000	\$30,000
Third Street Center	Renewable energy micro-grid.	\$200,000	\$100,000

Town of Snowmass Village	Snowmelt Road efficiency upgrades (controls)	\$200,000	\$50,000
		\$1,781,522	\$550,000

II. Programs supported by CORE Board of Directors for funding from REMP:

- **Community Grants (\$100,000 requested)**

Community Grants aim to support a broad spectrum of environmental and energy projects with tangible results for the Roaring Fork Valley. The aims of Community Grants are to reduce energy consumption, reduce carbon dioxide (CO2) emissions, offset greenhouse gases, promote the use of renewable energy, educate the community on energy issues, and develop more sustainable energy technologies. Community Grants range from \$1,000 – \$10,000 and are awarded at the discretion of CORE’s Executive Director.

- **Design Assistance Grants (\$50,000 requested)**

The Design Assistance Grant is made available to support commercial and institutional development projects in implementing integrative efficient design. These grants serve the purpose of promoting new technology and innovation during the design phase of new building construction. These grants are awarded on approval from CORE’s Executive Director.

- **Income-qualified Grant Program (*existing program \$50,000 requested*)**

The Income-qualified Grant Program continues to offer weatherization services to homeowners whose income levels are below 80% AMI (Area Median Income). In the past 4 years we have served over 113 households and have received matching funding from Energy Outreach Colorado to supplement the funding request.

- **Net-Zero Homes Grant Program (*existing program \$50,000*)**

The Net-Zero Homes Grant was started in 2016. Interest in and awareness of net-zero homes is increasing and CORE intends to increase our attention on this opportunity. This program provides design advising services, and a tiered grant, up to \$8,000 for a net-zero energy use home, and is based on a final HERS rating.

- **Energy Smart Program (*existing program, \$650,000 requested*)**

Residential

Assessments	\$115,000
Quick Fix Items	\$ 10,000
Residential Rebates	\$300,000 includes energy efficiency and renewable energy
Commercial Rebates	\$175,000 includes energy efficiency and renewable energy
Small Lodge Program	\$ 50,00

CORE's Energy Smart program continues to grow at a steady pace. Typically, the commercial sector represents approximately 50% of the energy consumption of all buildings. CORE continues to offer incentives to the commercial sector and partners with City of Aspen Utilities and Holy Cross Energy to expand these efforts. We are able to leverage the impact of our resources by offering larger rebates to owners of large buildings, which include public and private buildings and multifamily complexes. This program enables CORE to work directly with building owners and operators to help them move ahead with big energy-savings projects. Funds will also be used to target multi-family unit complexes since many have sought out our services and we would like to be able to incent them to invest in a complete building retrofit for the greatest efficiency gains. The Small Lodge Program funding matches the city of Aspen's funding.

- **Other Programs**

Climate Action Planning	\$ 25,000
Marketing & Engagement	\$ 90,000
New Initiatives	\$100,000

- **Program Management - \$225,000**

CORE staff administers all of the programs that CORE delivers. These funds support administration, and accounting.

- **Program Delivery - \$770,000**

Funds for program delivery includes costs associated with assessments including assignment, review, coaching, rebate processing, energy savings analysis, and reporting.

Total Amount Requested: \$2,660,000

Amount requested from the City of Aspen: \$1,330,000

2020 Budget for Programs		2016-2017 Request	2017-2018 Budget	\$2,019 Budget	2020 Proposed Budget
Grants	Randy Udall Energy Pioneer Grants	\$498,500	\$555,000	\$509,000	\$550,000
	Community Grants	\$0	\$50,000	\$100,000	100,000
	Design Assistance Grant	\$0	\$25,000	\$80,000	50,000
	Net Zero Energy Homes	\$80,000	\$0	\$60,000	50,000
Total Grants		\$578,500	\$630,000	\$749,000	\$750,000
Residential Program	Assessments	\$50,000	\$50,000	\$80,000	115,000
	Quick Fix Items	\$15,000	\$15,000	\$10,000	10,000
	Rebates and Renewables	\$320,000	\$310,000	\$310,000	300,000
	Income Qualified	\$50,000	\$75,000	\$37,500	50,000
Total Residential		\$435,000	\$450,000	\$437,500	\$475,000
Commercial Program	Rebates	\$150,000	\$200,000	\$210,000	200,000
	Small Lodge	\$0	\$50,000	\$50,000	50,000
Total Commercial		\$150,000	\$250,000	\$260,000	\$250,000
Total Grants and Energy Program:		\$1,163,500	\$1,330,000	\$1,446,500	\$1,475,000
Other Programs:	Climate Action	\$0	\$25,000	\$25,000	\$15,000
	Marketing & Engagement	\$0	\$75,000	\$90,000	\$90,000
	New Initiatives	\$0	\$100,000	\$100,000	\$100,000
Total Other Programs:			\$200,000	\$215,000	\$205,000
Administrative	Program Management	\$190,000	\$190,000	\$200,000	\$225,000
	Program Delivery	\$650,000	\$650,000	\$700,000	760,000
Total Administrative:		\$840,000	\$840,000	\$900,000	\$985,000
Total Budget:		\$2,003,500	\$2,370,000	\$2,561,500	\$2,665,000

SCHEDULED PUBLIC APPEARANCES – CORE Proclamation	2
CITIZEN COMMENTS.....	2
COUNCIL COMMENTS	2
BOARD REPORTS	2
CONSENT CALENDAR	2
• Resolution #103 and #108, Series of 2019 – Contract for Sewer Line Under Burlingame Park and associated documents.....	3
• Resolution #104, Series of 2019 – Contract to Purchase Aspen Mini Storage Property	3
• Resolution #105, Series of 2019 – Body worn camera contract.....	3
• Minutes – September 23, 2019	3
ORDINANCE #22, SERIES OF 2019 – Establishment of Transferable Development Rights – 616 ½ West Main Street.....	3
ORDINANCE #25, SERIES OF 2019 – Prohibiting the possession of deadly weapons within city-owned buildings.....	3
RESOLUTIONS #109 AND #110 – Support of Propositions CC and DD	3

At 5:00 p.m. Mayor Torre called the regular meeting to order with Councilmembers Mullins, Richards, Mesirow and Hauenstein present.

SCHEDULED PUBLIC APPEARANCES – CORE Proclamation

Councilman Hauenstein read the proclamation. Mac Scott, CORE, accepted the proclamation. He said he is excited to be part of the history of CORE. This proclamation means a lot to our organization.

Mayor Torre said CORE saves you money. Your office is serving the people of Aspen and Pitkin county.

Councilman Hauenstein encouraged everyone to get an energy audit.

Councilwoman Mullins said the small lodge program is successful partly from the work and funding from CORE.

CITIZEN COMMENTS

1. Lee Mulcahy read from an APCHA transcript from August 2018.

Councilman Hauenstein said I agree with the court's ruling upholding your 1st amendment rights. I agree you got a victory there.

COUNCIL COMMENTS

Councilman Mesirow wished everyone happy high holidays.

Councilman Hauenstein said I echo Skippy's sentiments.

Councilwoman Richards gave a shout out to all the hard working city employees at the ARC and ice garden for a successful rocky mountain high hockey tournament. Also thanks to the golf course for the special rate.

Mayor Torre wished a happy birthday to Chris Kelly. Congrats to Mary Wolf and the golf team. A hole in one was had by Nick Pevney yesterday. Last week a couple council members attended the Mountain Town 2030 climate summit. It was a great event and well run. We had a lot of conversation about climate change. The shining mountain film festival is coming the 13th and 14th. Tickets are still available.

BOARD REPORTS

Councilwoman Rachael said APCHA members attended the board retreat. Thanks to John Sarpa for moderating. We will be holding meetings/updates regarding the guideline changes. We are looking for public feedback. It was a great all day retreat.

Councilman Hauenstein said CCLC celebrated the end of the summer market. There was discussion from the agricultural vendors that they want to end the day earlier. CCLC recommended starting earlier and the aggies remain throughout. Nordic has plans for increased snowmaking this year at the high school course. They also suggested a council ski day at golf course.

Mayor Torre attended the ACRA meeting where Philip Supino introduced the recreation plan as it relates to the uphill economy. The ACRA retreat is at the end of the month. CAST will be hosted in Aspen on the 24th and 25th.

CONSENT CALENDAR

Resolution #104 – mini storage purchase

Councilwoman Mullins asked about the 31 days after signed we can terminate if notice is not given by council. Is that starting on Sept 23rd. Chris Everson, asset, replied correct. Jim True, city attorney, said if the resolution is approved then we will provide them notice. We have due diligence alternatives to terminate for 120 days. There is the appraisal and phase 1 assessment and any other reason council wishes to terminate. That 31 days is just to get approval by council. Councilwoman Mullins asked what's being constructed adjacent to it. Is that part of the diligence. Mr. Everson replied yes and a physical inspection.

Resolution # 103 and #108 – sewer line at Burlingame park

Councilman Hauenstein questioned if delaying the park would enter into the sewer line cost. Mr. Everson replied he does not have that from parks. They would have to come back next year and complete the park. We would be faced with the same question. Councilman Hauenstein said it doesn't make sense to finish the park then tear it up again. If delaying the park can save money that would make sense. Sara Ott, city manager, said I don't think that the delay of both projects is in the interest of the neighborhood. They would like to see the work move forward and the park completed. Our thoughts were to try to get this resource to the community.

Councilwoman Richards said part of this has been the new council telling staff to get phase 3 going. That may have created the intersection between the two projects. I want to see the park completed and usable for the residents out there. What is the warranty for the work. Mr. Everson said the sanitation district will take over management after the warranty.

- Resolution #103 and #108, Series of 2019 – Contract for Sewer Line Under Burlingame Park and associated documents
- Resolution #104, Series of 2019 – Contract to Purchase Aspen Mini Storage Property
- Resolution #105, Series of 2019 – Body worn camera contract
- Minutes – September 23, 2019

Councilwoman Richards moved to adopt the consent calendar; seconded by Councilman Mesirow. All in favor, motion carried.

ORDINANCE #22, SERIES OF 2019 – Establishment of Transferable Development Rights – 616 ½ West Main Street

Mayor Torre opened the public comment. There was none. Mayor Torre closed the public comment.

Councilwoman Richards moved to continue Ordinance #22, Series of 2019 to October 22, 2019; seconded by Councilwoman Mullins. All in favor, motion carried.

ORDINANCE #25, SERIES OF 2019 – Prohibiting the possession of deadly weapons within city-owned buildings

Mayor Torre opened the public comment. There was none. Mayor Torre closed the public comment.

Councilman Mesirow moved to continue Ordinance #25, Series of 2019 to October 22, 2019; seconded by Councilwoman Mullins. All in favor, motion carried.

RESOLUTIONS #109 AND #110 – Support of Propositions CC and DD

Mayor Torre asked is there any questions or clarification needed.

Councilman Hauenstein said on DD, I support passing it. The ends justify the means. I don't support gambling. I know part of the proceeds go towards addiction to gambling. I support where the funds go but disapprove gambling.

Councilwoman Richards said Club 20 voted to take no position on CC or DD. The only reason I can support this is because it is done in conjunction with the Colorado water plan. I'm in full support of these measures.

Councilwoman Mullins said on DD the groups I'm involved with do support it. This is only funding a portion of the plan. If it passes we want to make sure people know the plan is not funded fully. This is a good step towards it whether you like gambling or not.

Councilwoman Richards moved to adopt Resolutions #109 and #110, Series of 2019; seconded by Councilwoman Mullins. All in favor, motion carried.

At 5:50 p.m.; Councilman Hauenstein moved to adjourn; seconded by Councilwoman Richards. All in favor, motion carried.

Linda Manning
City Clerk



MEMORANDUM

TO: Mayor Torre and City of Aspen City Council

FROM: Garrett Larimer, Planner

THROUGH: Jennifer Phelan, Interim Community Development Director

MEMO DATE: October 9, 2019

MEETING DATE: October 22, 2019

Re: 711 Pfister Drive – Planned Development - Minor Amendment to a Project Review Approval Ordinance No. 26, Series of 2019 – First Reading

Applicant:

Rick Wark,
600 E Main Street, Unit 405
Aspen, CO 81611

Owner:

Rick E Wark and Cynthia Ann Wark

Representatives:

Kim Raymond and Charlie Eckart,
Kim Raymond Architects,
418 E Cooper Ave., Suite 201
Aspen, CO 81611

Location:

711 Pfister Drive, Lot 45 Maroon Creek Club

Current Zoning:

Rural Residential (RR)

Summary:

A single-family residence is proposed to be developed on the vacant lot. In order to accommodate the structure and the driveway as designed, a larger Development Envelope is requested. The applicant is also requesting a Residential Design Standard Variation to allow for a four-car garage.

Staff Recommendation:

Staff recommends City Council deny the Planned Development Amendment to increase the size of the Development Envelope, and the Residential Design Standard Variation requested to the Garage Dimension Standard.



Figure 1: Aerial Image of Site

REQUEST OF COUNCIL: The Applicant is requesting the following Land Use approvals from City Council. **Council has the final decision-making authority on the requests.**

- **Planned Development – Amendment to a Project Review Approval (Section 26.445.110.D)** to increase the size of the development envelope and amend the platted envelopes.
- **Residential Design Standard Variation (Section 26.410.020.D)** to the Garage Dimension (Section 26.410.030.C.3) standard in order to allow for a four-car garage that measures approximately forty (40) feet wide.

SUMMARY AND BACKGROUND:

711 Pfister Drive is an undeveloped lot located at the end of Pfister Drive in the Maroon Creek Club Subdivision. The property is bordered on the north by a Maroon Creek Club Open Space parcel, the Maroon Creek Club Golf Club to the east, a Pitkin County residential property to the west, and 691 Pfister Drive, a single-family residence in the Maroon Creek Club, to the south.

The Maroon Creek Club Subdivision Planned Unit Development (PUD) was annexed into the City from Pitkin County in 1996 via Ordinance No. 33 and 34, Series of 1996. That same year the City rezoned the property. There are forty-four single family lots in the Maroon Creek Subdivision. Seventeen (17) of the single-family lots, including 711 Pfister Drive, contain platted Building and Development Envelopes. An Insubstantial Planned Development Amendment was approved in 2012 that clarified what types of development may occur within Development and Building Envelopes.

The purpose of the Development Envelope is to create a transition between the Building Envelope, which contains the residences and any accessory buildings, and the natural area where outdoor living, individualized landscaping, and construction activity may occur. All improvements must be confined to the Development or Building Envelope.

The following types of activity and development may occur in the Development Envelope:

- Temporary construction, such as excavation, construction material storage, and construction staging
- Retaining walls, limited to six (6) feet in height
- Driveways and parking areas
- Terraces, patios, and other typical landscape features with a finished elevation below 30" above existing grade
- In-ground spas and swimming pools with a finished deck elevation within 30" above finished grade
- Landscaped areas
- Enclosures for an outdoor grill not to exceed 60"

Development and activities that are not allowed in Development Envelopes include:

- Accessory structures (except those listed above)
- Improvements that exceed 30" above existing grade
- Balconies and building projections
- Storage areas or structures
- Any other development or improvements that are not listed

Proposal:

The vacant lot is proposed to be developed with a single-family residence. In order to accommodate the current design including the proposed residence and the driveway from Pfister Drive, additional Development Envelope square footage is requested for the lot. The existing site plan is shown below in Figure 2, the existing Development Envelope is shown in red, and the existing Building Envelope is shown in blue. As shown in Figure 2, the proposed driveway, retainage, and some landscaping are beyond the limits of the Development Envelope. The applicant has stated that in order provide an appropriate driveway slope, the proposed design is required.

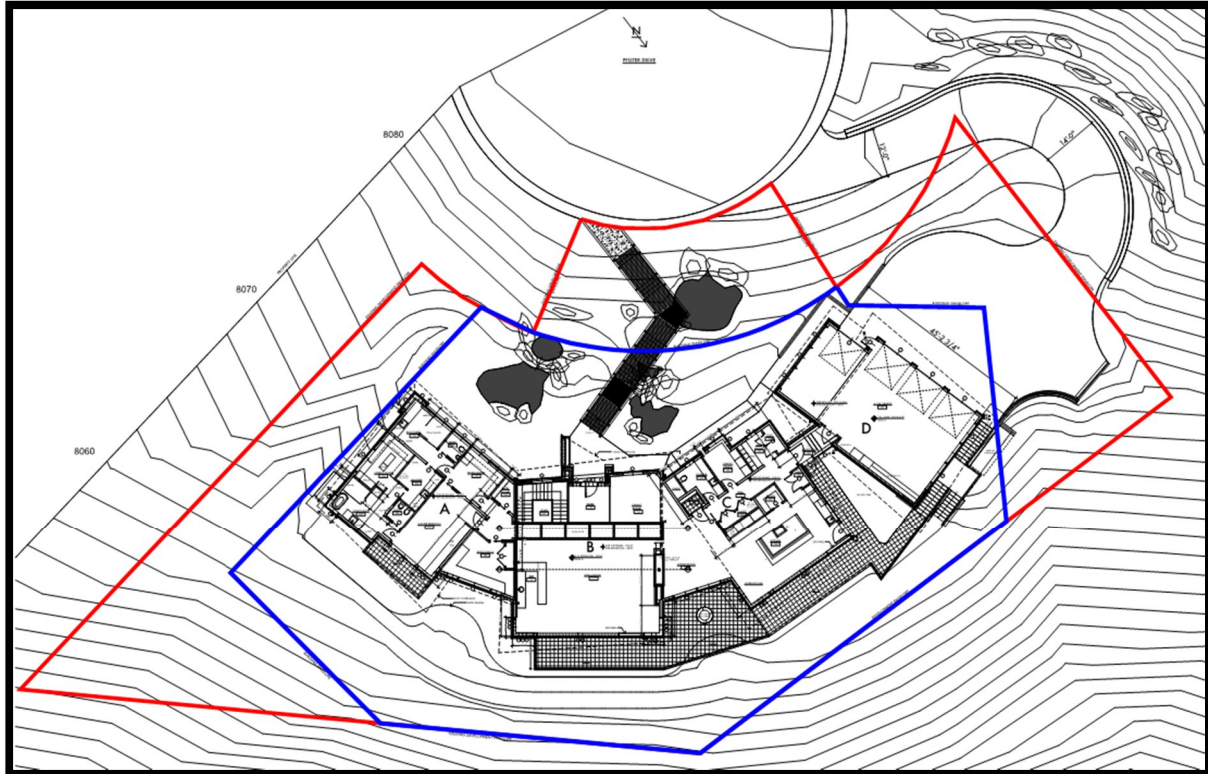


Figure 2: Site Plan with Proposed Residence and Existing Building and Development Envelopes

To construct the driveway, retainage, and landscaping as desired, the Applicant is proposing to reallocate areas of the Building and Development Envelopes as well as request an increase in the overall size of the Development Envelope. (See Table 1)

The proposed Development and Building Envelopes are highlighted in Figure 3. The Development Envelope is shown in red, and the building envelope shown in green.

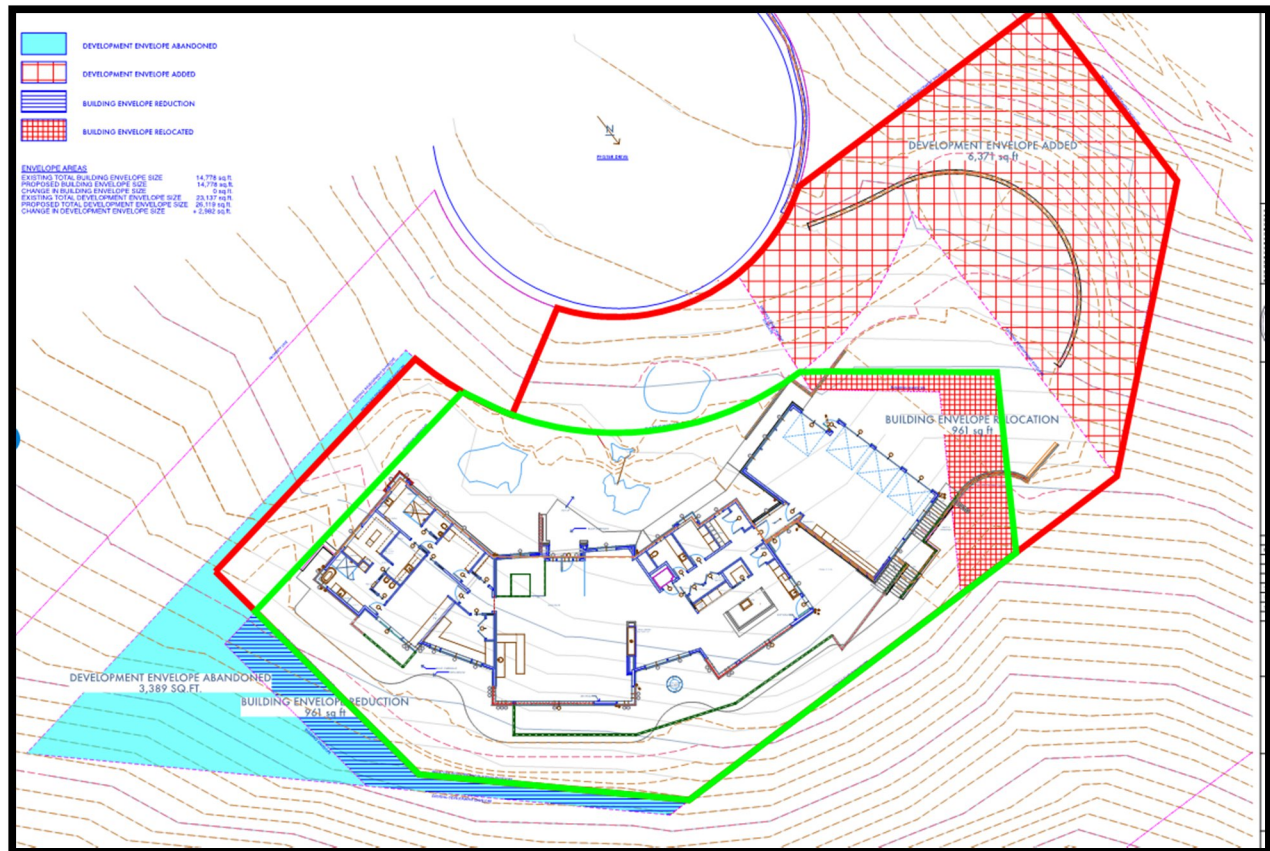


Figure 3: Proposed Building and Development Envelopes

The proposed amendments to the building and development envelope sizes are shown below:

	Existing (sq. ft.)	Proposed (sq. ft.)	Change (sq. ft.)
Building Envelope	14,778	14,778	0
Development Envelope	23,137	26,119	+ 2,982

Table 1: Existing and Proposed Development and Building Envelope Areas

The Applicant is requesting City Council approve a 2,982 square foot larger Development Envelope than originally approved through the Maroon Creek Club Planned Development for this two-acre lot. A Planned Development Project Review approval sets the dimensional requirements of a Planned Development. Any alteration to the approved dimensional limitations, including the Building and Development Envelope, require a Minor Amendment to the Project Review Approval.

In addition to the (PD) requirements, the proposed single-family residence is subject to current City of Aspen Residential Design Standards. Staff has reviewed the proposed residence for compliance with the Residential Design Standards and have found all requirements to be met or not applicable, except for the Garage Dimension Standard (Section 26.410.030.C.3). For more detail on the items that comply or do not apply, the Residential Design Standard Staff Checklist can be found in Exhibit C.

The Garage Dimension standard requires the total width of all vehicular entrances to garages that are *visible from the street* not exceed twenty-four (24) feet in width. Figure 4 shows the proposed structure as viewed from Pfister Drive. The proposed four-car garage door area is visible from the

street and measures approximately forty (40) feet (see Figure 4-6), which is fifteen (15) feet three (3) inches larger than allowed by the code. The applicant is requesting a Garage Dimension Variation to allow for up to a forty (40) foot wide, four-car garage on the west façade of the proposed structure.

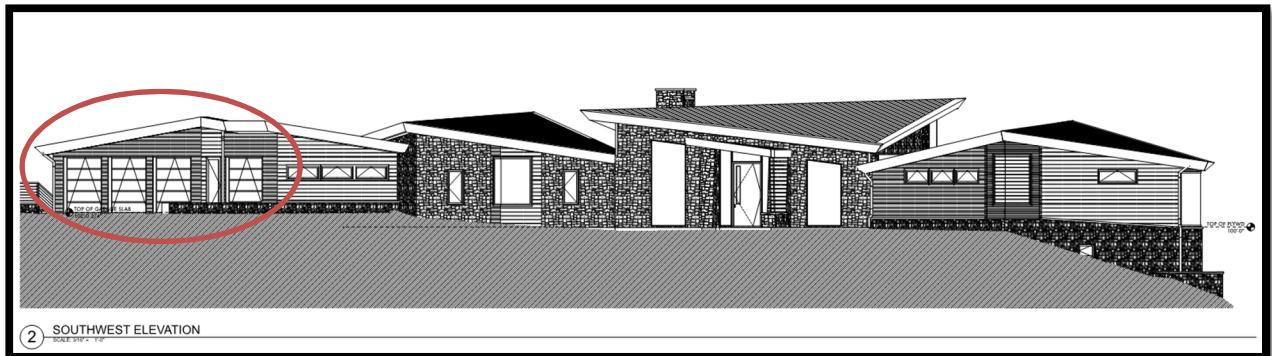


Figure 4: Pfister Drive Perspective of Proposed Residence

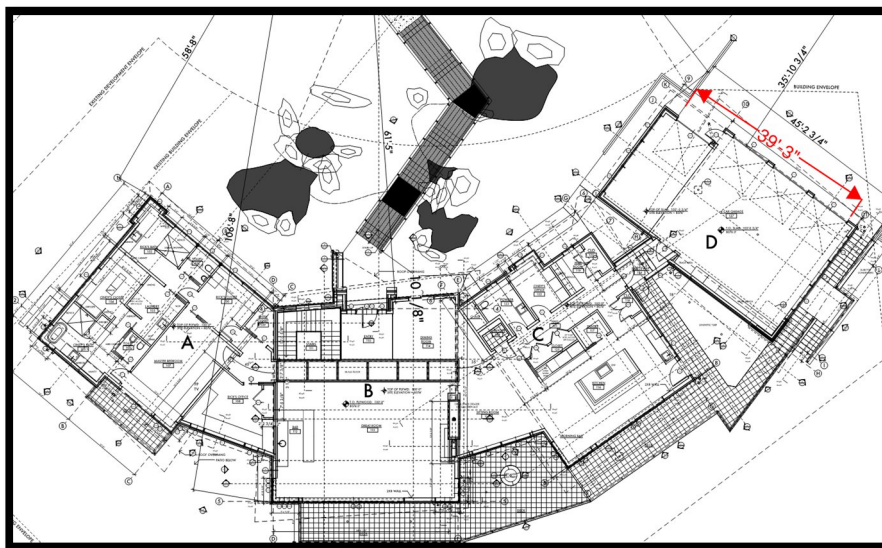


Figure 5: Proposed Main Level Floor Plan

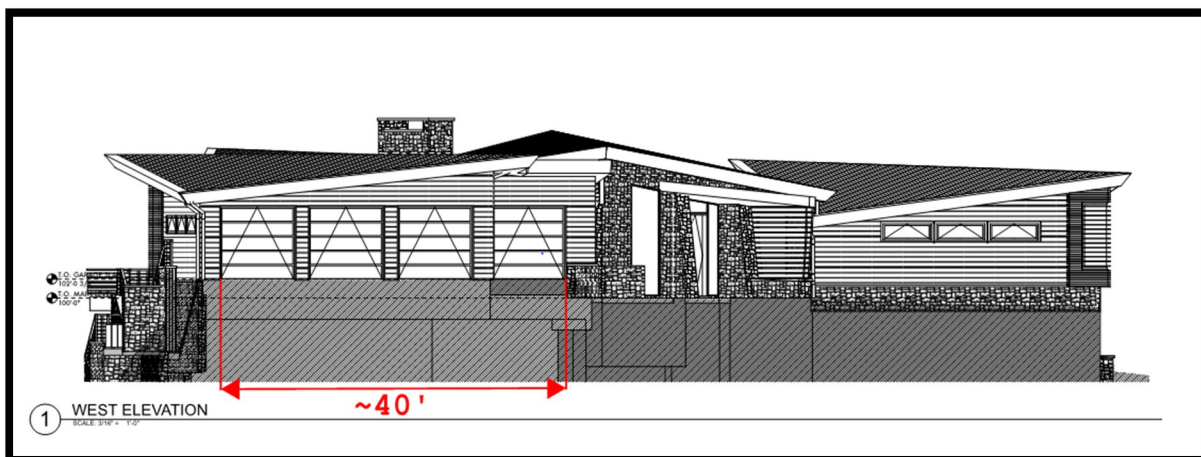


Figure 6: Proposed West Elevation

The Garage Dimension Standard is a Flexible Standard. Flexible standards may be granted an administrative variation if found to meet the overall intent of the standard and the general intent statements in Section 26.410.010.A1-3. The Residential Design Stand Variation is being combined with the Planned Development Amendment request to be approved by City Council in one step for efficiency.

DISCUSSION:

Minor Amendment – Planned Development Project Review (Exhibit A):

The Applicant requests an increase in the Development Envelope in order to accommodate the proposed residential development, while the existing Building and Development Envelopes were established to identify areas where development, and intensity of development, are appropriate. The envelopes were established based on lot size, lot shape, and with consideration for the context of the lots. The lots on Pfister Drive and the respective building and development envelopes are shown below in Figure 7.

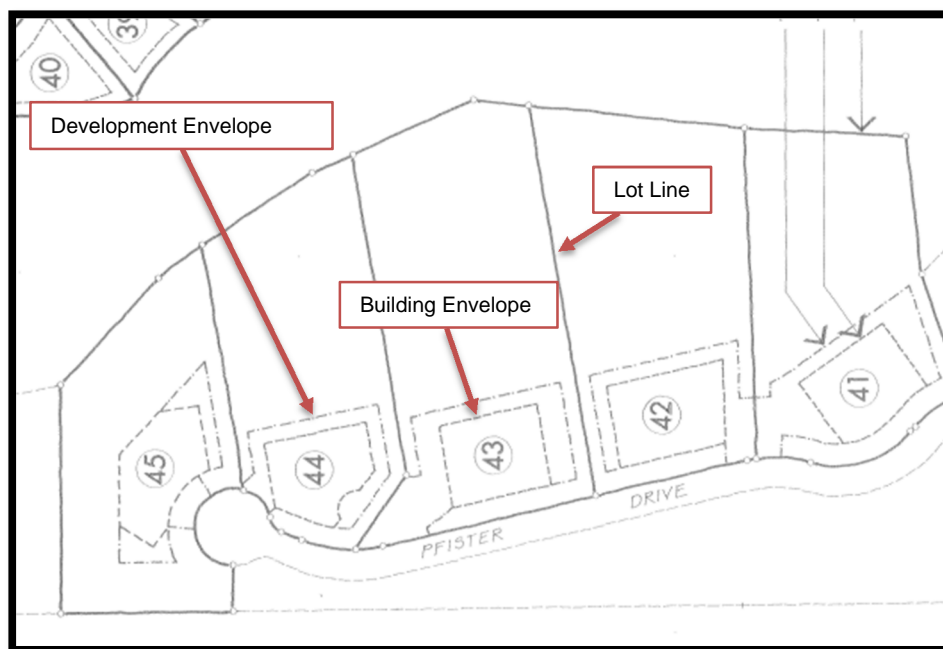


Figure 7: Pfister Drive Building and Development Envelopes

The 2.012-acre lot (87,632 square feet) is bordered by open space, the Maroon Creek Club golf course, and is in close proximity to National Forrest land. As mentioned previously, the Development Envelope was established to create a transition from more intensive development and the natural area. A larger Development Envelope is inconsistent with the original approval and increases the development potential of the site. An increased Development Envelope would result in increased impacts on the natural area. An expansion of the Development Envelope will result in an additional loss of native vegetation and all the associated benefits to the community. These benefits include: a reduction of the urban heat island effect, removal of pollutants from the soil, water and air, reduced soil erosion, reduced storm water runoff, and interception of rainfall. Although the driveway, retainage and landscaping are shown in the expanded area at this time, additional improvements allowed within a Development Envelope would be permitted. In addition to the negative impacts on the natural environment, a larger development envelope would reduce the buffer between the neighboring properties.

Staff has found the requested Building Envelope expansion to be inconsistent with the Maroon Creek Club PD site planning. The proposed site contains steep slopes and the proposed envelope expansion would increase impacts on the natural area, including native vegetation, due to the significant regrading, soil retention and disturbance of significant steep slopes on site. No other increase in Building or Development Envelopes have been approved for the Maroon Creek Club PD. A number of properties have applied for Building or Development Envelope adjustments where the area of the envelope has been re-arranged, but no increase in area has been approved. Rearranging a Building or Development Envelope shifts the impacts of development on site, but the total area of development remains the same. The current request increases the impacts on the site and increases the total developable area. The subject site is undeveloped and there are no site-specific constraints that prevent the proposed structure from developing within the established envelope areas.

Residential Design Standards (Exhibit B):

There are two standards that are relevant to the garage door design of this structure, Garage Placement (Section 26.410.030.C.2) and Garage Dimension (26.410.030.C.3). The Garage Placement standard requires the garage doors be setback from the front most street facing façade 10' or be placed on a non-street facing façade. The applicant has designed the garage doors to be on a non-street facing façade; however, the garage doors are visible from the street, so the Garage Dimension Standard maximum garage door width applies.

The Applicant is requesting a Residential Design Standard (RDS) Variation to the Garage Dimension Standard, a flexible standard.

An RDS Variation may be approved if the proposed design has been found to:

1. "Provide a design approach that meets the overall intent of the standard as indicated in the intent statement for that standard, as well as the general intent statements in Section 26.410.010.A.1-3; or
2. "Be clearly necessary for reasons of fairness related to unusual site-specific constraints."

The site is undeveloped, and no site-specific constraint or reason related to fairness has been found. Steep slopes exist on site but are not unusual for the City or this subdivision.

Staff has found the design to meet the overall intent statements in Section 26.410.010.A.1-3 which generally discuss the visual and physical connection between the residence and the street, a residence's relation to neighboring properties, and encourages designs that are consistent with architectural styles and features historically found in Aspen. Staff has not found the proposed garage door design to meet the intent statement of the Garage Dimension Standard. The intent statement for the Garage Dimension Standard states:

"This standard seeks to minimize the presence of wide garages as perceived from streets and ensure that garages are subordinate to the principal building. Designs should promote an active streetscape that is not dominated by wide expanses of garage doors. Garage doors should either be hidden from public view or their width minimized. This standard is important in all areas of the city."

Staff has found the design of the garage doors does not seek to minimize the width of the garage doors as viewed from the street. A four-car garage is proposed, all garage doors are visible from the street. The proposed garage doors occupy almost the entire west façade of the building and would be the only elements visible on the west side of the structure, as viewed from the street (Figure 8).

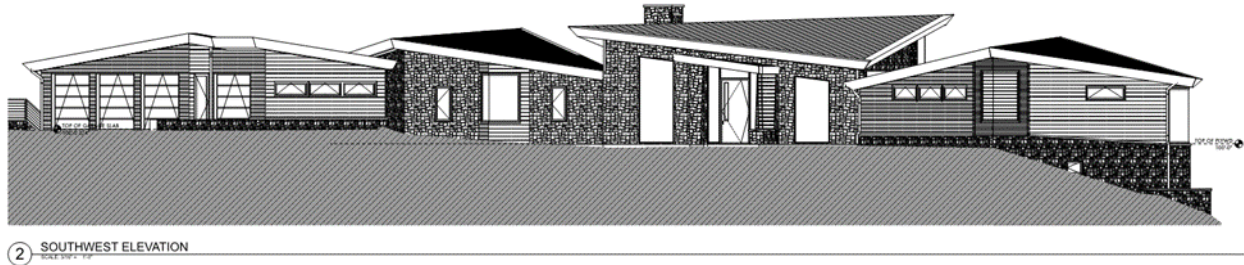


Figure 8: Proposed Southwest Elevation

REFERRAL DEPARTMENTS:

The application was reviewed by the Engineering and Parks Departments. The Parks Department will require a tree removal permit prior to building permit submission that ensures the mature conifers on site are protected. A six (6) foot tall protection fence will also be required around the perimeter of the Development Envelope to reduce impacts on the surrounding area during construction. The Parks Department expressed concern with the expanded Development Envelope. The area where the Development Envelope is to be expanded will required significant excavation and soil retainage to accommodate the driveway. This area contains a number of Aspens and mature Gamble Oaks and the proposed design would require removal of this important mature native vegetation.

The Engineering Department had comments on the proposed Amended Plat, the conceptual drainage report, and survey. The comments on the amended plat have been communicated to the applicant and will be addressed prior to recordation of the final amended plat. Recordation of an amended plat is a condition of approval in the draft Ordinance. All other comments will be addressed during building permit review.

FINANCIAL IMPACTS:

The requested land use reviews are for a private development and the City bears no financial obligations for any development, including any necessary infrastructure or utility upgrades for the development.

ENVIRONMENTAL IMPACTS:

If approved, the increased development envelope would negatively affect the natural area and native vegetation on the subject site and surrounding area.

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff recommends that City Council approve Ordinance No. 26, Series of 2019 on first reading and set the date for Second Reading and the public hearing for November 12, 2019.

CITY MANAGER COMMENTS: N/A

PROPOSED MOTION:

"I move to approve Ordinance No. 26, Series of 2019 on First Reading and set the date for Second Reading on November 12, 2019."

EXHIBITS:

- A. Review Criteria – Minor Planned Development Amendment to a Project Review Approval*
- B. Review Criteria – Residential Design Standard Variation*
- C. Staff Residential Design Standard Checklist*
- D. Land Use Application*
- E. Residential Design Standard Plan Set*

**ORDINANCE NO. 26
(SERIES OF 2019)**

AN ORDINANCE OF THE CITY OF ASPEN CITY COUNCIL GRANTING A MINOR PLANNED DEVELOPMENT AMENDMENT TO THE PROJECT REVIEW APPROVAL AND A RESIDENTIAL DESIGN STANDARD VARIATION FOR THE PROPERTY LOCATED AT 711 PFISTER DRIVE; LEGALLY DESCRIBED AS: LOT 45, MAROON CREEK CLUB, AS SHOWN ON THE FINAL SUBDIVISION PLAT & PUD FOR MAROON CREEK CLUB RECORDED NOVEMBER 15, 1993 IN PLAT BOOK 33 AT PAGE 4, COUNTY OF PITKIN, CITY OF ASPEN, STATE OF COLORADO.

Parcel ID: 2735-112-09-045

WHEREAS, the Community Development Department received an application for the land use review for the development of 711 Pfister Drive, Lot 45, Maroon Creek Club Subdivision (the Application) from Rick Wark (Applicant), represented by Kim Raymond & Charlie Eckart, Kim Raymond Architects, for Minor Planned Development Amendment to a Project Review Approval and Residential Design Standard Variation; and,

WHEREAS, all code citation references are to the City of Aspen Land Use Code in effect on the day of initial application – August 20, 2019, as applicable to this project’s requests; and,

WHEREAS, this property is located in the Rural Residential (RR) zone district and is 2.012 acres in size (87,632 sq. ft.); and,

WHEREAS, the Community Development Department referred the Application and received comments from the City Engineering and Parks Departments; and,

WHEREAS, said referral agencies and the Aspen Community Development Department reviewed the proposed Application and recommended denial of the request; and,

WHEREAS, all required public noticing was provided as evidenced by an affidavit of public noticing submitted to the record, as provided by the Applicant to meet the requirements of Land Use Code Section 26.304.035, and the public was provided full access to review the Application; and,

WHEREAS, City Council has reviewed and considered the development proposal under the applicable provisions of the Municipal Code as identified herein, has reviewed and considered the recommendations of the Community Development Director, the applicable referral agencies, and has taken and considered public comment at a public hearing; and,

WHEREAS, on October 22, 2019, the Aspen City Council approved Ordinance No. 26, Series of 2019 on First Reading by a ____ to ____ (__ – __) vote, and opened and continued the date for Second Reading to November 12, 2019; and,

WHEREAS, City Council finds that the development proposal meets or exceeds all the applicable development standards; and,

WHEREAS, City Council finds that this Ordinance furthers and is necessary for the promotion of public health, safety, and welfare.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF ASPEN CITY COUNCIL AS FOLLOWS:

Section 1: Minor Planned Development Amendment to a Project Review Approval:

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the City Council grants approval of the 711 Pfister Drive Minor Planned Development Amendment to the Project Review Approval allowing for a reconfigured building envelope and an enlarged and reconfigured development envelope subject to the recommended conditions of approval as listed herein in Section 3.

The approved Development and Building Envelope amendments include the following changes in area:

	<i>Existing (sq. ft.)</i>	<i>Approved (sq. ft.)</i>	<i>Change (sq. ft.)</i>
<i>Building Envelope</i>	14,778	14,778	0
<i>Development Envelope</i>	23,137	26,119	+ 2,982

An amended plat documenting the location of the approved Building and Development Envelopes, as shown in Exhibit A, shall be submitted for review by the Community Development Director within 180 days of the issuance of a Development Order.

Section 2: Residential Design Standard Variation – Garage Dimension (Section 26.410.030.C.3)

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the City Council grants approval of a Residential Design Standard Variation for the Garage Dimension standard (Section 26.410.030.C.3), subject to the recommended conditions of approval as listed herein in Section 3:

The variation allows for a maximum forty (40) foot wide, four-car garage on the west façade of the proposed structure, as depicted in Exhibit B.

Section 3: Conditions of Approval

The development of a single-family residence at 711 Pfister Drive of the Maroon Creek Club Subdivision PD are subject to the following conditions of approval:

1. The Applicant shall submit for review and recordation by the Community Development Director an amended plat within 180 days of the issuance of a development order that clearly depicts the approved Building and Development Envelope.

2. A building permit shall not be issued unless the project is in compliance with all other policies and codes as currently adopted per the City of Aspen.
3. At building permit issuance, the approved project shall satisfy the requirements of Title 29, The City of Aspen's Engineering Design Standards – including but not limited to approval of required plans, including but not limited to, adequate mitigation techniques for hazards created due to steep slopes on site and the Urban Runoff Management Plan.
4. The Applicant will be required to submit a tree removal permit prior to building permit submittal. The Tree Removal Permit shall preserve certain mature conifers on site, as required by the City Forrester, and a six (6') foot tall protection fence must be shown and installed around the perimeter of the development envelope to maintain native shrubbery.
5. Any updates to utilities required by the development of this lot will be at the sole cost of the developer.

Section 5:

All material representations and commitments made by the Applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Community Development Department, the Planning and Zoning Commission, or the Aspen City Council are hereby incorporated in such plan development approvals and the same shall be complied with as if fully set forth herein, unless amended by other specific conditions or an authorized authority.

Section 6:

This Ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 7:

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 22nd day of October, 2019.

Attest:

Approved as to content:

Linda Manning, City Clerk

Torre, Mayor

FINALLY, adopted, passed and approved this 12th day of November, 2019.

Approved as to form:

Approved as to content:

Jim True, City Attorney

Torre, Mayor

Attest:

Linda Manning, City Clerk

EXHIBITS:

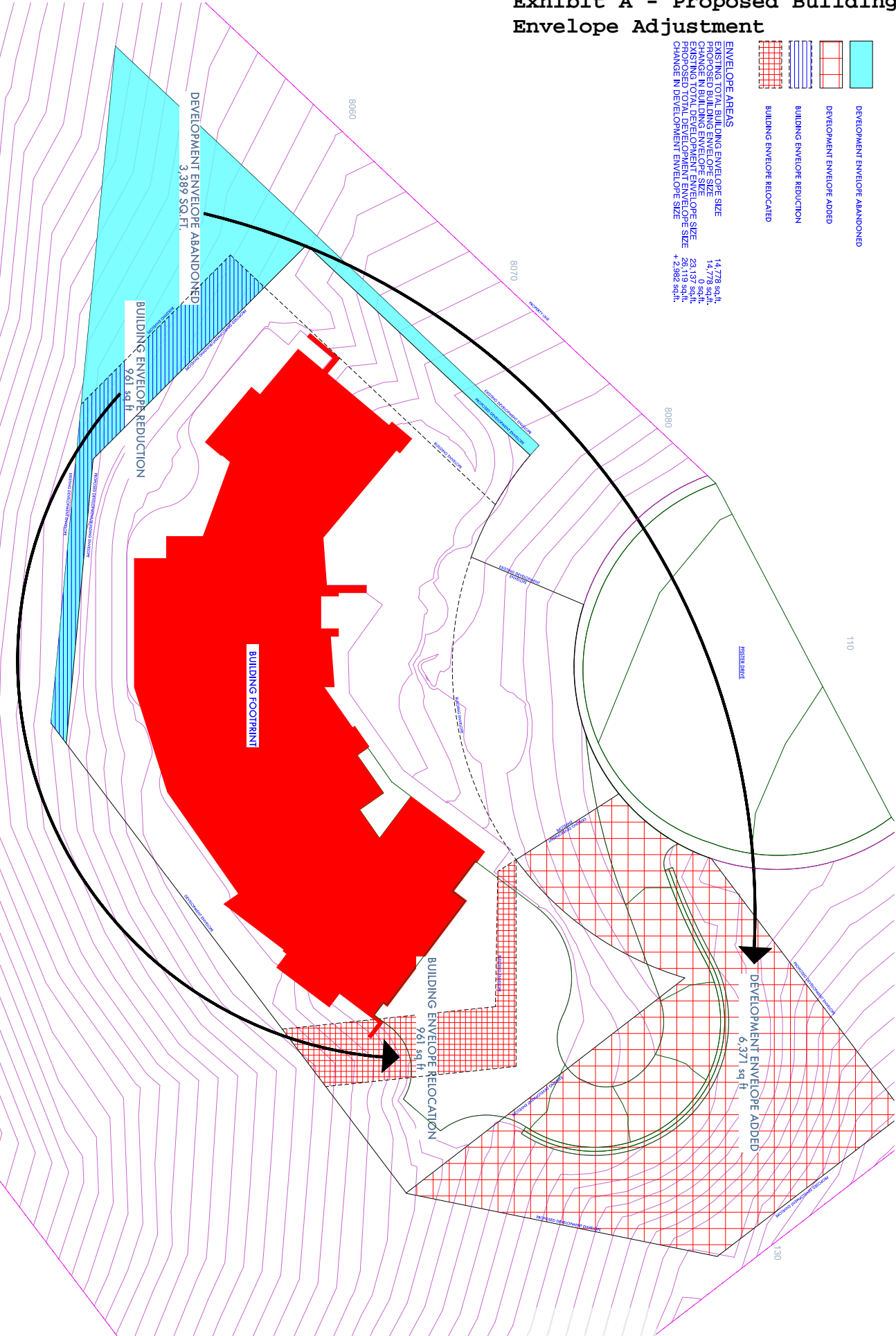
Exhibit A: Approved Site Plan (Recorded)

Exhibit B: Approved Garage Elevation and Floor Plan (Recorded)

Exhibit A - Proposed Building Envelope Adjustment

	DEVELOPMENT ENVELOPE ABANDONED
	DEVELOPMENT ENVELOPE ADDED
	BUILDING ENVELOPE REDUCTION
	BUILDING ENVELOPE RELOCATION

ENVELOPE AREAS	
EXISTING TOTAL BUILDING ENVELOPE SIZE	14,778 sq.ft.
PROPOSED BUILDING ENVELOPE SIZE	14,778 sq.ft.
CHANGED BUILDING ENVELOPE SIZE	0 sq.ft.
EXISTING TOTAL DEVELOPMENT ENVELOPE SIZE	23,137 sq.ft.
PROPOSED TOTAL DEVELOPMENT ENVELOPE SIZE	26,119 sq.ft.
CHANGE IN DEVELOPMENT ENVELOPE SIZE	+ 2,982 sq.ft.



1 DEVELOPMENT ENVELOPE ADJUSTMENT
SCALE: 1" = 10'

WARK RESIDENCE

Pfizer Drive
Aspen, CO 81611

Kim Raymond Architects, Inc.
418 East Cooper St., Ste 201
www.kimraymondarchitects.com
970-925-2252

DATE **ISSUE**

10/14/18	MCC REVIEW REVIEW
11/21/18	MCC REVIEW REVIEW
2/6/19	CONSULT PROGRESS
2/27/19	ISS SUBMITTAL
3/27/19	CONSULTANT MEET
3/27/19	CONSULT PROGRESS
10/8/19	ISS AND SUBMITTAL

Scale: AS NOTED

NOTES:

1. IF THE ABOVE SUBMITTAL DOES NOT ADDRESS ONE OR MORE OF THE ITEMS LISTED, THE ARCHITECT SHALL BE RESPONSIBLE FOR THE CORRECTIONS AND THE ARCHITECT SHALL BE RESPONSIBLE FOR THE CORRECTIONS.

DEVELOPMENT ENVELOPE ADJUSTMENT

A1.02

10/8/19

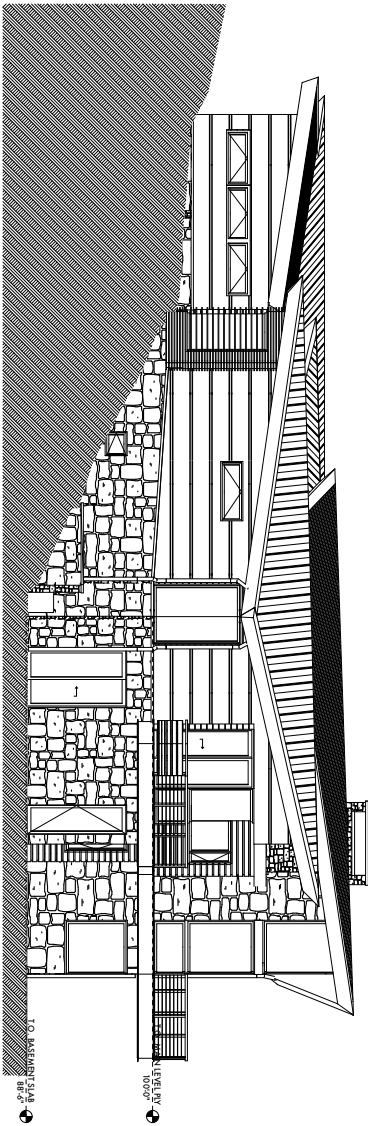
1 MAIN LEVEL PLAN
SCALE: 3/16" = 1'-0"

PFISTER DRIVE
ASPEN, CO 81611

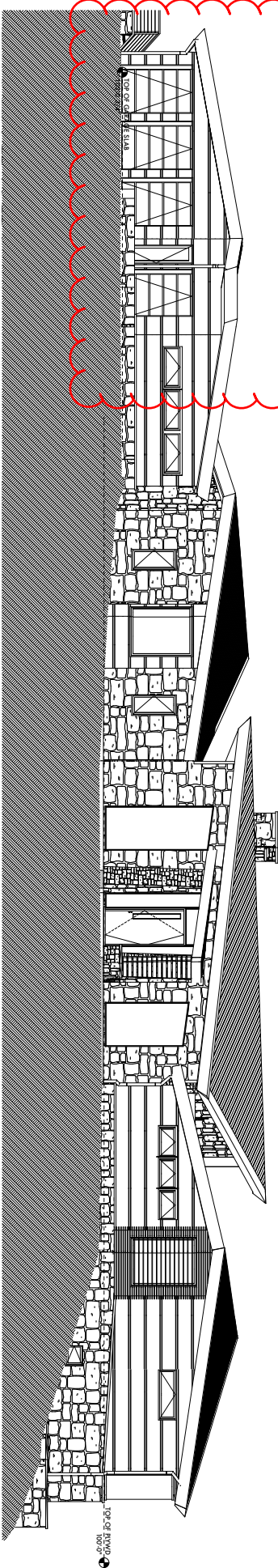
ALL DESIGN, IDEAS, ARRANGEMENTS, DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT. THE ARCHITECT'S FIRM, RICHARDSON ARCHITECTS, INC., AND ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS, SHALL NOT BE HELD RESPONSIBLE FOR ANY OTHER USE OF ANY INFORMATION OR DESIGN HEREON FOR ANY PURPOSE, WITHOUT WRITTEN PERMISSION. PRECEDENCE SHALL TAKE PRIORITY OVER ALL OTHER DIMENSIONS AND SHALL BE MAINTAINED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

Exhibit B - Approved Garage
Elevation and Floor Plan

Plans Illustrate
approved Garage
Door Design only.
Compliance with all
applicable code
requirements will be
confirmed at building
permit.



1 EAST ELEVATION
SCALE 3/8" = 1'-0"



2 SOUTHWEST ELEVATION
SCALE 3/8" = 1'-0"

WARK RESIDENCE

PFIZER DRIVE
ASPEN, CO 81611



KIM RAYMOND ARCHITECTS, INC.
418 EAST COOPER ST., STE 201
www.kimraymondarchitects.com
970-925-2252

DATE ISSUE

10/14/18 MC PETERSON REVIEW

10/17/19 MC PETERSON REVIEW

2/6/20 CONSULT PROGRESS

2/27/20 ISS EXAMINING

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

2/27/20 CONSULTING AND

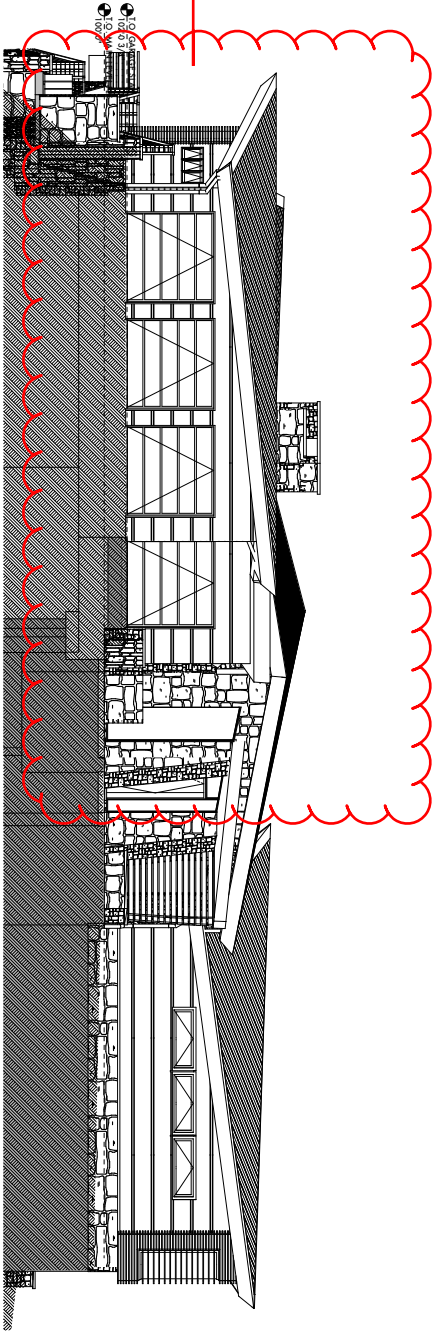
OVER...
ELEVATION 90

A3.00

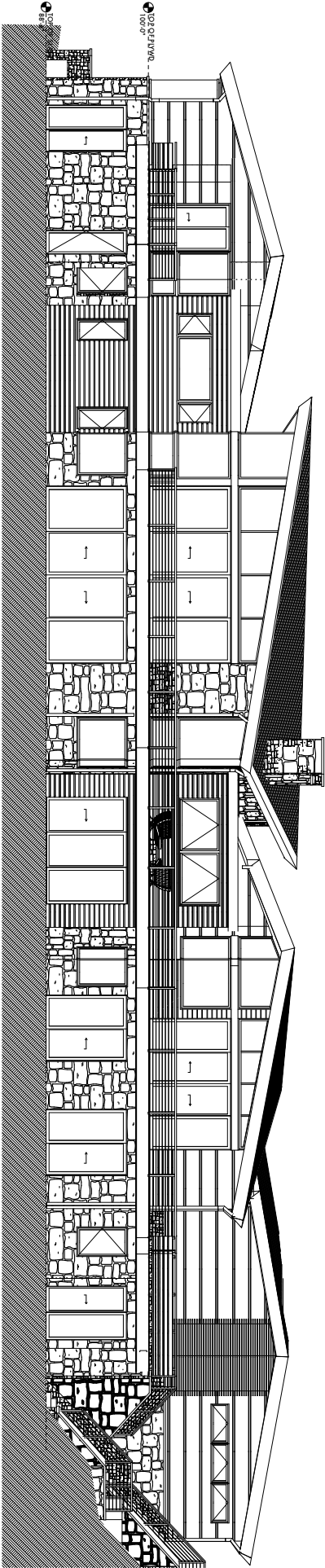
7/16/19

Exhibit B - Approved Garage
Elevation and Floor Plan

Plans Illustrate
approved Garage
Door Design only.
Compliance with all
applicable code
requirements will be
confirmed at building
permit.



1 WEST ELEVATION
SCALE 3/16" = 1'-0"



2 NORTHEAST ELEVATION
SCALE 3/16" = 1'-0"

WARK RESIDENCE

PFISTER DRIVE
ASPEN, CO 81611

KIM RAYMOND ARCHITECTS, INC.
418 COOPER ST., STE. 201, ASPEN, CO
www.kimraymondarchitects.com
970-925-2252

ALL DRAWING, DESIGN, AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC). ANY DEVIATIONS FROM THESE CODES SHALL BE INDICATED BY A NOTE OR A DIMENSION LINE. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR ENSURING THAT THE PROJECT COMPLIES WITH ALL APPLICABLE CODES AND REGULATIONS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY FIELD SURVEYING OR TESTING.

DATE	ISSUE
10/1/19	MC2 REVISIONS
2/6/19	CONSULT. REVISIONS
2/7/19	ISS. SUBMITTAL
3/19/19	CONSULTANT MFG
3/19/19	CONSULT. REVISIONS
3/20/19	ARCHITECT'S MFG
3/20/19	ARCHITECT'S MFG
3/20/19	ARCHITECT'S MFG

SCALE AS NOTED
NOTES:
1. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
2. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR ENSURING THAT THE PROJECT COMPLIES WITH ALL APPLICABLE CODES AND REGULATIONS.

OVERALL
ELEVATIONS

Section 26.410.020 Procedures for Review

- D. **Variation Review Standards.** An application requesting a variation from the Residential Design Standards shall demonstrate and the deciding board shall find that the variation, if granted would:
1. Provide an alternative design approach that meets the overall intent of the standard as indicated in the intent statement for that standard, as well as the general intent statements in Section 26.410.010.A.1-3; or
 2. Be clearly necessary for reasons of fairness related to unusual site-specific constraints

26.410.010. General

- A. **Intent.** The City's Residential Design Standards are intended to ensure a strong connection between residences and streets; ensure buildings provide articulation to break up bulk and mass; and preserve historic neighborhood scale and character. The standards do not prescribe architectural style, but do require that each home, while serving the needs of its owner, contribute positively to the streetscape. The Residential Design Standards are intended to achieve the following objectives:
1. Connect to the Street. Establish a visual and/or physical connection between residences and streets and other public areas. The area between the street and the front of a residential building is a transition between the public realm of the neighborhood and the private realm of a dwelling. This transition can strongly impact the human experience of the street. Improve the street experience for pedestrians and vehicles by establishing physical and visual relationships between streets, and residential buildings located along streets. Porches, walkways from front entries to the street, and prominent windows that face the street are examples of elements that connect to the street.
 2. Respond to Neighboring Properties. Reduce perceived mass and bulk of residential buildings from all sides. Encourage a relationship to adjacent development through similar massing and scale. Create a sense of continuity through building form and setback along the streetscape. Providing offsets or changes of plane in the building facades or reducing the height near side lot lines are examples of responding to neighboring properties.
 3. Reflect Traditional Building Scale. Retain scale and proportions in building design that are in keeping with Aspen's historic architectural tradition, while also encouraging design flexibility. Reinforce the unique character of Aspen by drawing upon the City's vernacular architecture and neighborhood characteristics in the design of structures. Encourage creative and contemporary architecture, but at a scale that respects historic design traditions. Ensure that residential structures respond to "human-scale" in their design. Ensure that residential structures do not visually overwhelm or overshadow streets. Windows that are similar in size to those seen in historic Aspen architecture or limiting the height of a porch to be in line with the first story of a building are examples of reflecting traditional building scale.

26.410.030.C.3 Garage Dimensions (Flexible).

- a. **Applicability.** This standard applies to all residential development in the city that is subject to the Residential Design Standards.
- b. **Intent.** This standard seeks to minimize the presence of wide garages as perceived from streets and ensure that garages are subordinate to the principal building. Designs should promote an active streetscape that is not dominated by wide expanses of garage doors. Garage doors should either be hidden from public view or their width minimized. This standard is important in all areas of the city. See Figure 16.
- c. **Standards.** The width of the living area on the first floor of a street-facing façade on which a garage is located shall be at least five (5) feet greater than the width of the garage or carport. The total width of all vehicular entrance(s) to garage(s) or carport(s) that are visible from the street, whether on the same plane or offset from one another, shall not exceed twenty-four (24) feet. See Figure 17.

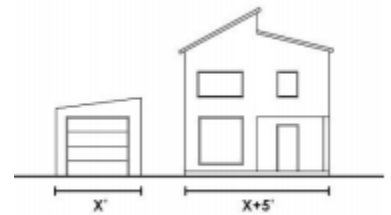


Figure 16

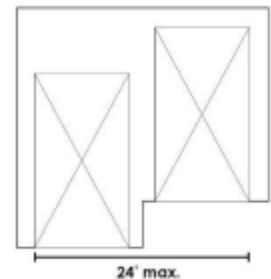


Figure 17

Staff Response: *Many of the standards that address the connection to the street are not applicable because the front setback is located 10' below the street grade. The structure is one story as viewed from the street, has fenestration, a front porch, and generally connects well to the street. The design of the structure does respond to neighboring properties by including one story elements that relate to the street and the adjacent lot. This lot is the final lot on a cul-de-sac. The property is bordered to the north by an open space parcel within the Maroon Creek Club PD and a large Pitkin County residential lot to the west. The property is also in close proximity to National Forrest land. The materials used are consistent with architectural styling of the area. The proposed design meets the general intent statements in Section 26.410.010.A.*

The design does not meet the intent statement for the Garage Dimension Standard (Section 26.410.030.C.3). The intent statement states that the standard “seeks to minimize the presence of wide garages as perceived from the street and ensure that garages are subordinate to the principal building.” It continues, “garage doors should either be hidden from public view or their width minimized.” Although the garages are not located on a street facing façade, they are visible from the street. The design does not hide them from view or break up the expanse of garage doors in any way. Viewed from the west elevation, the garage doors cover the entire west façade.

The lot is undeveloped, and no site-specific constraints exist that would prohibit compliance or a design that meets the intent statement of the standard. Staff finds this criterion to not be met.

26.445.110.D - Minor Amendment to a Project Review approval. An amendment found by the Community Development Director to be generally consistent with the allowances and limitations of a Project Review approval or which otherwise represents an insubstantial change but which does not meet the established thresholds for an insubstantial amendment, may be approved, approved with conditions or denied by the City Council, pursuant to 26.445.040.B.2 – Step Two. An applicant may not apply for Detailed Review if an amendment is pending.

26.445.050. Project Review Standards.

The Project Review shall focus on the general concept for the development and shall outline any dimensional requirements that vary from those allowed in the underlying zone district. The burden shall rest upon an applicant to show the reasonableness of the development application and its conformity to the standards and procedures of this Chapter and this Title. The underlying zone district designation shall be used as a guide, but not an absolute limitation, to the dimensions which may be considered during the development review process. Any dimensional variations allowed shall be specified in the ordinance granting Project Approval. In the review of a development application for a Project Review, the Planning and Zoning Commission or the Historic Preservation Commission, as applicable, and City Council shall consider the following:

- A. **Compliance with Adopted Regulatory Plans.** The proposed development complies with applicable adopted regulatory plans.

Staff Response: The lot is not subject to any regulatory plan. Staff finds this criterion is not applicable.

- B. **Development Suitability.** The proposed Planned Development prohibits development on land unsuitable for development because of natural or man-made hazards affecting the property, including flooding, mudflow, debris flow, fault ruptures, landslides, rock or soil creep, rock falls, rock slides, mining activity including mine waste deposit, avalanche or snow slide areas, slopes in excess of 30%, and any other natural or man-made hazard or condition that could harm the health, safety, or welfare of the community. Affected areas may be accepted as suitable for development if adequate mitigation techniques acceptable to the City Engineer are proposed in compliance with Title 29 – Engineering Design Standards. Conceptual plans for mitigation techniques may be accepted for this standard. The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement.

Staff Response: Based on initial review, steep slopes exist on site. The applicant will be required to mitigate any hazards associated with steep slopes to the satisfaction of the City Engineer to be as part of the building permit review process. Staff finds this criterion to be conditionally met.

- C. **Site Planning.** The site plan is compatible with the context and visual character of the area. In meeting this standard, the following criteria shall be used:
1. The site plan responds to the site's natural characteristics and physical constraints such as steep slopes, vegetation, waterways, and any natural or man-made hazards and allows development to blend in with or enhance said features.

Staff Response: The building envelopes and development envelopes were established to identify areas where different intensities of development is appropriate. The

development envelope was established to provide a transition between more intensive development within the building envelope and the natural environment. The proposed site plan requests to expand the development envelope and will encroach into parts of the lot that was originally intended to be undeveloped and a natural environment when the Planned Development was established. The request to expand the area that may be developed is inconsistent with the original approvals and has a negative impact on the natural vegetation and slopes on site. Staff finds this criterion is not met.

2. The project preserves important geologic features, mature vegetation, and structures or features of the site that have historic, cultural, visual, or ecological importance or contribute to the identity of the town.

Staff Response: The proposed development envelope is requested because the design of the structure occupies the majority of developable area. The design does not accommodate the driveway and access to the site, and the resulting increase in a development envelope would have a negative impact on the visual and ecological importance of this lot. The property is adjacent to open space, is proximate to National Forrest property, and is surrounded by large lots that were established with building and development envelopes in order to preserve the natural environment. There are a large number of plants and trees that would be negatively impacted, removed and destroyed due to the extent of development on this lot, beyond what was originally deemed appropriate given the lot size. Staff finds this criterion is not met.

3. Buildings are oriented to public streets and are sited to reflect the neighborhood context. Buildings and access ways are arranged to allow effective emergency, maintenance, and service vehicle access.

Staff Response: The proposed building is oriented to the public street. The applicant has coordinated with the Aspen Fire District and is in compliance with emergency access requirements for the lot. Staff finds this criterion is met.

- D. **Dimensions.** All dimensions, including density, mass, and height shall be established during the Project Review. A development application may request variations to any dimensional requirement of this Title. In meeting this standard, consideration shall be given to the following criteria:

1. There exists a significant community goal to be achieved through such variations.

Staff Response: There does not exist significant community goal to be achieved through an increase in the development envelope. The building and development envelopes were established to indicate where, and how much, development was appropriate. The development envelope was established in order to provide a transition from more impactful development to the natural environment. Expanding the developable area encourages over development of the lot, has a negative impact on natural vegetation on the site, and may have negative visual impacts. Staff finds this criterion is not met.

2. The proposed dimensions represent a character suitable for and indicative of the primary uses of the project.

Staff Response: The proposed increase in the development envelope is not consistent with other single family lots in the Maroon Creek Club Planned Development. No other increases in the building or development envelopes have been approved for this PD. Staff finds this criterion is not met.

3. The project is compatible with or enhances the cohesiveness or distinctive identity of the neighborhood and surrounding development patterns, including the scale and massing of nearby historical or cultural resources.

Staff Response: The proposed increase in the development envelope is not consistent with other residential lot site coverage allowances in the neighborhood. The proposed increase in the development envelope does not enhance the neighborhood or the natural surrounding area. Staff finds this criterion is not met.

4. The number of off-street parking spaces shall be established based on the probable number of cars to be operated by those using the proposed development and the nature of the proposed uses. The availability of public transit and other transportation facilities, including those for pedestrian access and/or the commitment to utilize automobile disincentive techniques in the proposed development, and the potential for joint use of common parking may be considered when establishing a parking requirement.

Staff Response: The parking requirement is not proposed to be amended and adequate spaces existing to satisfy the current requirement. Staff finds this criterion is not applicable.

5. The Project Review approval, at City Council's discretion, may include specific allowances for dimensional flexibility between Project Review and Detailed Review. Changes shall be subject to the amendment procedures of Section 26.445.110 – Amendments.

Staff Response: No detailed review is included in this review. Staff finds this criterion is not applicable.

- E. **Design Standards.** The design of the proposed development is compatible with the context and visual character of the area. In meeting this standard, the following criteria shall be used:
 1. The design complies with applicable design standards, including those outlined in Chapter 26.410, Residential Design Standards, Chapter 26.412, Commercial Design Standards, and Chapter 26.415, Historic Preservation.

Staff Response: The application also requests a Residential Design Standard Variation to the Garage Dimension standard; however, all other standards are met. Staff does not support the variation request as the proposed design does not meet the intent statement for the standard. Staff finds this criterion is not met.

2. The proposed materials are compatible with those called for in any applicable design standards, as well as those typically seen in the immediate vicinity. Exterior materials are finalized during Detailed Review, but review boards may set forth certain expectations or conditions related to architectural character and exterior materials during Project Review.

Staff Response: The proposed materials are compatible with those seen in the neighborhood and comply with the requirements of the Residential Design Standards. Staff finds this criterion is met.

- F. **Pedestrian, bicycle & transit facilities.** The development improves pedestrian, bicycle, and transit facilities. These facilities and improvements shall be prioritized over vehicular facilities and improvements. Any vehicular access points, or curb cuts, minimize impacts on existing or proposed pedestrian, bicycle, and transit facilities. The City may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement.

Staff Response: A single curb cut is proposed, and the property is located at the end of Pfister Drive with no sidewalks in proximity to the lot; however, this is a single lot within a larger subdivision context. Staff finds this criterion is not applicable.

- G. **Engineering Design Standards.** There has been accurate identification of engineering design and mitigation techniques necessary for development of the project to comply with the applicable requirements of Municipal Code Title 29 – Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP). The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement.

Staff Response: The engineering design will be reviewed during the building permit review. For building envelope adjustments, preliminary engineering plans are not required. A condition of approval will be included in the ordinance stating compliance with all Engineering standards will be required at building permit. Staff finds this criterion to be conditionally met.

- H. **Public Infrastructure and Facilities.** The proposed Planned Development shall upgrade public infrastructure and facilities necessary to serve the project. Improvements shall be at the sole costs of the developer. The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement.

Staff Response: During the initial review of the application, engineering and the planning department did not identify any public infrastructure or utilities that would be required to be updated. If it's found during the building permit process that infrastructure or utilities must be upgraded, all improvements shall be at the sole cost of the developer. Staff finds this criterion to be conditionally met.

- I. **Access and Circulation.** The proposed development shall have perpetual unobstructed legal vehicular access to a public way. A proposed Planned Development shall not eliminate or obstruct legal access from a public way to an adjacent property. All streets in a Planned Development retained under private ownership shall be dedicated to public use to ensure adequate public and emergency access. Security/privacy gates across access points and driveways are prohibited.

Staff Response: The applicant has proposed to add a one access point from the public right of way to the developable area. No obstruction to adjacent properties exists. Staff finds this criterion is met.

Residential Design Standards

Administrative Compliance Review Staff Checklist - Single Family and Duplex



Address: _____

Parcel ID: _____

Zone District/PD: _____

Representative: _____

Email: _____

Phone: _____

Approved:

(Approved plans/elevations attached)

Disclaimer: This application is only valid for the attached design. If any element of the design subject to Residential Design Standards changes prior to or during building permit review, the applicant shall be required to apply for a new Administrative Compliance Review.

Standard	Complies	Alternative Compliance	Does Not Comply	N/A	Sheet #(s)/Notes
B.1. Articulation of Building Mass (Non-flexible)					
B.2. Building Orientation (Flexible)					
B.3. Build-to Requirement (Flexible)					
B.4. One Story Element (Flexible)					
C.1. Garage Access (Non-flexible)					
C.2. Garage Placement (Non-flexible)					
C.3. Garage Dimensions (Flexible)					

Approved: _____

Residential Design Standards

Administrative Compliance Review Staff Checklist



Disclaimer: This application is only valid for the attached design. If any element of the design subject to Residential Design Standards changes prior to or during building permit review, the applicant shall be required to apply for a new Administrative Compliance Review.

Standard	Complies	Alternative Compliance	Doesn't Comply	N/A	Sheet #(s)/Notes
C.4.Garage Door Design (Flexible)					
D.1.Entry Connection (Non-flexible)					
D.2.Door Height (Flexible)					
D.3.Entry Porch (Flexible)					
E.1.Principle Window (Flexible)					
E.2.Window Placement (Flexible)					
E.3.Nonorthogonal Window Limit (Flexible)					
E.4.Lightwell/Stairwell Location (Flexible)					
E.5.Materials (Flexible)					

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

Project Name and Address: WARK RESIDENCE, PFISTER DR., ASPEN
Parcel ID # (REQUIRED) 2735112045

APPLICANT:

Name: RICK WARK
Address: 600 E. MAIN ST., UNIT 405, ASPEN, 81611
Phone #: (713) 560-9311 email: REWARK @ AOL.COM

REPRESENTATIVE:

Name: KIM RAYMOND
Address: 418 E. COOPER, STE 201, ASPEN, 81611
Phone#: 925-2252 email: XIM @ KRAI.US

Description: Existing and Proposed Conditions

Review: Administrative or Board Review

Required Land Use Review(s):

Growth Management Quota System (GMQS) required fields:

Net Leasable square footage _____ Lodge Pillows _____ Free Market dwelling units _____

Affordable Housing dwelling units _____ Essential Public Facility square footage _____

Have you included the following?

FEES DUE: \$ _____

- ☒ Pre-Application Conference Summary
- ☒ Signed Fee Agreement
- ☒ HOA Compliance form
- ☒ All items listed in checklist on PreApplication Conference Summary

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

Agreement to Pay Application Fees

An agreement between the City of Aspen ("City") and

Address of Property: LOT 45 PEKSTER DRIVE, ASPEN

Please type or print in all caps

Property Owner Name: RICK WARK Representative Name (if different from Property Owner) KIM RAYMOND

Billing Name and Address - Send Bills to:

RICK WARK, 600 E. MAIN ST., UNIT 405, ASPEN CO 81611

Contact info for billing: e-mail: REWARK@AOL.COM Phone: (713) 560-9341

I understand that the City has adopted, via Ordinance No. 30, Series of 2017, review fees for Land Use applications and payment of these fees is a condition precedent to determining application completeness. I understand that as the property owner that I am responsible for paying all fees for this development application.

For flat fees and referral fees: I agree to pay the following fees for the services indicated. I understand that these flat fees are non-refundable.

\$ 975.00 flat fee for CITY PARKS \$ _____ flat fee for _____

\$ _____ flat fee for _____ \$ _____ flat fee for _____

For Deposit cases only: The City and I understand that because of the size, nature or scope of the proposed project, it is not possible at this time to know the full extent or total costs involved in processing the application. I understand that additional costs over and above the deposit may accrue. I understand and agree that it is impracticable for City staff to complete processing, review and presentation of sufficient information to enable legally required findings to be made for project consideration, unless invoices are paid in full.

The City and I understand and agree that invoices mailed by the City to the above listed billing address and not returned to the City shall be considered by the City as being received by me. I agree to remit payment within 30 days of presentation of an invoice by the City for such services.

I have read, understood, and agree to the Land Use Review Fee Policy including consequences for no-payment. I agree to pay the following initial deposit amounts for the specified hours of staff time. I understand that payment of a deposit does not render and application complete or compliant with approval criteria. If actual recorded costs exceed the initial deposit, I agree to pay additional monthly billings to the City to reimburse the City for the processing of my application at the hourly rates hereinafter stated.

\$ 4550.00 deposit for 14 hours of Community Development Department staff time. Additional time above the deposit amount will be billed at \$325.00 per hour.

\$ 275.00 deposit for 1 hours of Engineering Department staff time. Additional time above the deposit amount will be billed at \$325.00 per hour.


City of Aspen:

Jessica Garrow, AICP
Community Development Director

City Use:

Fees Due: \$ _____ Received \$ _____

Case # _____

Signature: 

PRINT Name: RICK WARK

Title: OWNER

November 2017

City of Aspen | 130 S. Galena St. | (970) 920 5090

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

DIMENSIONAL REQUIREMENTS FORM

Complete only if required by the PreApplication checklist

Project and Location WARK RESIDENCE, PFISTER DR., ASPEN

Applicant: RICK WARK

Zone District: RR

Gross Lot Area: 87,632 SF Net Lot Area: 87,632 S.F.

**Please refer to section 26.575.020 for information on how to calculate Net Lot Area

Please fill out all relevant dimensions

Single Family and Duplex Residential

	Existing	Allowed	Proposed
1) Floor Area (square feet)	N/A	10,000	
2) Maximum Height	N/A	33'	32'-10"
3) Front Setback	30'		
4) Rear Setback	VARIES		
5) Side Setbacks	VARIES		
6) Combined Side Setbacks	106'		
7) % Site Coverage	15.2%		
8) Minimum distance between buildings	N/A		
Proposed % of demolition	N/A		

Multi-family Residential

	Existing	Allowed	Proposed
1) Number of Units			
2) Parcel Density (see 26.710.090.C.10)			
3) FAR (Floor Area Ratio)			
4) Floor Area (square feet)			
4) Maximum Height			
5) Front Setback			
6) Rear Setback			
7) Side Setbacks			
Proposed % of demolition			

Commercial

Proposed Use(s) _____

Existing Allowed Proposed

- 1) FAR (Floor Area Ratio)
 - 2) Floor Area (square feet)
 - 3) Maximum Height
 - 4) Off-Street Parking Spaces
 - 5) Second Tier (square feet)
 - 6) Pedestrian Amenity (square feet)
- Proposed % of demolition _____

Lodge

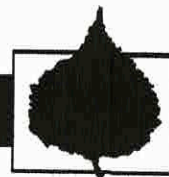
Additional Use(s) _____

Existing Allowed Proposed

- 1) FAR (Floor Area Ratio)
 - 2) Floor Area (square feet)
 - 3) Maximum Height
 - 4) Free Market Residential (square feet)
 - 4) Front setback
 - 5) Rear setback
 - 6) Side setbacks
 - 7) Off-Street Parking Spaces
 - 8) Pedestrian Amenity (square feet)
- Proposed % of demolition _____

Existing non-conformities or encroachments:

Variations requested:



Homeowner Association Compliance Policy


All land use applications within the City of Aspen are required to include a Homeowner Association Compliance Form (this form) certifying the scope of work included in the land use application complies with all applicable covenants and homeowner association policies. The certification must be signed by the property owner or Attorney representing the property owner.

Property Owner ("I"):	Name: <u>RICK WARK</u>
	Email: <u>REWARK@AOL.COM</u> Phone No.: <u>(713) 560-9341</u>
Address of Property: (subject of application)	<u>PFISTER DR., ASPEN, LOT 45 MAROON CREEK CLUB</u> <u>ADDRESS NOT ISSUED YET</u>

I certify as follows: (pick one)

- ☐ This property is not subject to a homeowners association or other form of private covenant.
- ☐ This property is subject to a homeowners association or private covenant and the improvements proposed in this land use application do not require approval by the homeowners association or covenant beneficiary.
- ☒ This property is subject to a homeowners association or private covenant and the improvements proposed in this land use application have been approved by the homeowners association or covenant beneficiary.

I understand this policy and I understand the City of Aspen does not interpret, enforce, or manage the applicability, meaning or effect of private covenants or homeowner association rules or bylaws. I understand that this document is a public document.

Owner signature:  date: 2/14/19

Owner printed name: RICK WARK

or,

Attorney signature: _____ date: _____

Attorney printed name: _____



CITY OF ASPEN
PRE-APPLICATION CONFERENCE SUMMARY

PLANNER: Garrett Larimer, 970.429.2739

DATE: February 20, 2019

PROJECT: Lot 45, Maroon Creek Club – Minor PD Amendment, RDS Alternative Compliance

REPRESENTATIVE: Charlie Eckart, Kim Raymond Architects, charlie@krai.us

DESCRIPTION: The potential applicant is interested in requesting a Minor Planned Development Amendment to increase the development envelope for Lot 45 of the Maroon Creek Club in order to accommodate the proposed development. The applicant is also interested in requested Alternative Compliance from the Residential Design Standards for the proposed single-family residence. Lot 45 of the Maroon Creek Club is zoned RR with a PD Overlay and is located outside the Aspen Infill Area.

The proposed project requires Alternative Compliance from one (1) Residential Design Standard:

1. 26.410.030.C(3) – Garage Dimensions (flexible)

Flexible Standards are standards for which additional flexibility around the specific requirements of a standard may be granted administratively. Flexible standards may be granted "Alternative Compliance" through administrative review, but the variation request will be combined with the Minor PD Amendment review to be approved by City Council for efficiency. If the application is found to be inconsistent with any of the Flexible Standards but meets the overall intent of the standard as well as the general intent statements in Section 26.410.010.A.1-3, Alternative Compliance may be granted. The City Council shall approve, approve with conditions, or deny the Alternative Compliance request.

The subject site received a development envelope during the adoption of the Planned Development that was established to indicate where development was appropriate, development envelopes were established beyond the building envelope to provide a transition from development within the building envelope and the natural environment. The applicant has indicated the proposed development and driveway will not fit entirely within the development and activity envelope and is interested in increasing the size of the respective envelopes in order to accommodate the proposed development. An amendment to the development envelopes requires a Minor Amendment to the

ASLU
Lot 45, MCC
PD Amendment
Parcel ID No. 273511209045

1

Project Review Approval to be reviewed by City Council at a public hearing. The applicant will be required to clearly indicate the total increase in envelope sizes requested. The applicant will be required to show the proposed increase in the development envelope or activity envelope meets the review criteria listed in Section 26.445.050 – Project Review Standards. Aspen Fire District comments on the required and proposed dimensions of the driveway and auto court may be required.

Land Use Code Section(s)

26.304	Common Development Review Procedures
26.410	Residential Design Standards
26.410.020.D	Residential Design Standards Variation Review Standards
26.410.030(C)(3)	Residential Design Standards Garage Dimensions (Flexible)
26.445.110.D	Minor Amendment to a Project Review Approval

Below are links to the Land Use Application form and Land Use Code for your convenience:

[Land Use Application](#)

[Land Use Code](#)

Review by:

- Community Development Staff for Complete Application and Recommendation
- Public hearing before City Council for Determination

Public Hearing: City Council (One Step, Minor Planned Development Amendment to Project Review Approval)

Planning Fees: \$4,550.00 Deposit for 14 hours of staff time for a One Step Planned Development Minor Amendment to the Project Review Approval (Additional review time over 14 hours will be billed at \$325/hour)

Referral Fees: City Engineering Department - \$275 deposit for one hour of review, additional hours of review will be billed at \$275/hour.

City Parks Department - \$975 flat fee

Total Deposit: **\$5,800**

Please submit one copy of the following to the Community Development Office:

- ☒ Completed Land Use Application and signed fee agreement.
- ☒ Pre-application Conference Summary (this document).

- ☒ Street address and legal description of the parcel on which development is proposed to occur, consisting of a current (no older than 6 months) certificate from a title insurance company, an ownership and encumbrance report, or attorney licensed to practice in the State of Colorado, listing the names of all owners of the property, and all mortgages, judgments, liens, easements, contracts and agreements affecting the parcel, and demonstrating the owner's right to apply for the Development Application.
- ☒ Applicant's name, address and telephone number in a letter signed by the applicant that states the name, address and telephone number of the representative authorized to act on behalf of the applicant.
- ☒ HOA Compliance form (Attached).
- ☒ A site improvement survey (no older than a year from submittal) including topography and vegetation showing the current status of the parcel certified by a registered land surveyor by licensed in the State of Colorado.
- ☒ A written description of the proposal and an explanation in written, graphic, or model form of how the proposed development complies with the review standards relevant to the development application and relevant land use approvals associated with the property.
- ☒ Completed copy of the Residential Design Standard Checklist:
<https://www.cityofaspen.com/DocumentCenter/View/1697/RDS-Application-Packet---SF-DX>
- ☒ An 8 1/2" by 11" vicinity map locating the parcel within the City of Aspen.

If the copy is deemed complete by staff, the following items will then need to be submitted:

- ☒ Total deposit for review of the application.
- ☒ A digital copy of all application materials provided in pdf file format.

Disclaimer:

The foregoing summary is advisory in nature only and is not binding on the City. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. The summary does not create a legal or vested right.

CERTIFICATE OF OWNERSHIP

Pitkin County Title, Inc., a duly licensed Title Insurance Agent in the State of Colorado hereby certifies that RICK E. WARK AND CYNTHIA ANN WARK are the owner's in fee simple of the following described property:

LOT 45, MAROON CREEK CLUB, AS SHOWN ON THE FINAL SUBDIVISION PLAT & PUD FOR MAROON CREEK CLUB, RECORDED NOVEMBER 15, 1993 IN PLAT BOOK 33 AT PAGE 4.

ADDRESS ACCORDING TO THE PITKIN COUNTY ASSESSORS OFFICE: PFISTER DRIVE

ENCUMBRANCES: NONE

Deed of Trust from :
To the Public Trustee of the County of
For the use of :
Original Amount : \$
Dated :
Recorded :
Reception No. :

This certificate is not to be construed to be a guarantee of title and is furnished for informational purposes only.

PITKIN COUNTY TITLE, INC.



BY:

authorized signature

CERTIFIED TO: FEBRUARY 5, 2019 at 8:00 A.M.

Job No. PCT25041W-ACCOM

Rick Wark
600 East Main Street, Unit 405
Aspen, CO 81611
(713) 560-9341
rewark@aol.com

Re: Lot 45, Maroon Creek Club
Aspen Colorado

February, 7, 2019

To whom it may concern:

I hereby authorize Kim Raymond Architects to submit plans and act as Owners' Representative for the submittal application for my new home in Maroon Creek Club. Please contact me if you need any further information.

Kim Raymond
Kim Raymond Architects + Interiors
418 East Cooper St., Suite 201
Aspen, CO 81611
(970) 925-2252
kim@krai.us

Sincerely,

A handwritten signature in cursive script, appearing to read "Rick Wark", enclosed within a large, loopy circular flourish.

Rick Wark



418 East Cooper Ave., Ste 201, Aspen, CO 81611 (970) 925-2252

City of Aspen Community Development
Planning and Zoning Department

July 25, 2019

RE: Development Envelope Adjustment, Lot 45, Maroon Creek Club

To Whom it may concern,

The applicant, Rick and Cindy Wark are proposing to build a new home on Lot 45 of the Maroon Creek Club. To do this they will need to 1) get a Minor Planned Development Amendment to adjust the Development Envelope and 2) request an Alternative Compliance for Garage Dimensions, a flexible Residential Design Standard.

1) The existing topographic condition and current Development Envelope prohibit a driveway to reach the elevation of the proposed main floor level and will require a Minor Planned Development Amendment to make this adjustment. The original plat and Development Envelope for the property was created without regard to the significant elevation drop from the cul-de-sac to the Building Envelope. KRA has proposed an adjustment to the current Development Envelope that allows for the needed run of the driveway. Please refer to attached sheets A1.02 Development Envelope and the draft Plat Plan for reference. The construction within the Proposed Development Envelope will comply with the Maroon Creek Club Design Guidelines with regards to slope, retainage, materials, lighting and landscaping as well as meeting the Insubstantial Amendments (26.445.110.A) below.

1. The request does not change the use or character of the development.
2. The request is consistent with the conditions and representations in the project's HOA approval, or otherwise represents an insubstantial change.
3. The request does not require granting a variation from the project's allowed use(s) and does not request an increase in the allowed height or floor area.
4. Any proposed changes to the approved dimensional requirements are limited to a technical nature, respond to a design parameter that could not have been foreseen during the Project Review approval, are within dimensional tolerances stated in the Project Review, or otherwise represents an insubstantial change.

2) The proposed development is also requesting Alternative Compliance for Garage Dimensions (26.410.030.C(3)) which is a flexible Residential Design Standard. Although RDS limits the width of the garage to 24' the proposed 4 car garage is 45'. However the overall width of the living area is over 87', well over the 5' increase in width of the recommended standard. We feel we meet the intent the RDS because the frontage to the garage is mostly hidden and oblique to the cul-de-sac above and will not have any visual impact to the infrequent passer-by, nor will it dominate the main entry of the house. Please refer to the Site Plan, A1.01. The garage façade is broken down by four separate doors with a step-back of four feet in the front plane between doors 3 and 4.

KRAI feels these are very reasonable requests given the hardship of the driveway access and orientation of the garage. We look forward to moving ahead with Community Development Department through the permitting process to help make the Wark's unique home a reality and legacy. Thank you for your consideration.

Respectfully,


Kim Raymond

Residential Design Standards

Administrative Compliance Review Applicant Checklist



The City of Aspen

Address: Lot 45, Maroon Creek Club, Pfister Drive

Parcel ID: 2735112045

Zone District/PD: Rural/Remote

Applicant: Rick Wark

Email: rewark@aol.com

Phone: (713) 560-9341

Instructions: Please fill out the checklist below, marking whether the proposed design complies with the applicable standard as written or is requesting Alternative Compliance (only permitted for Flexible standards). Also include the sheet #(s) demonstrating the applicable standard. If a standard does not apply, please mark N/A and include in the Notes section why it does not apply. If Alternative Compliance is requested for a Flexible standard, include in the Notes section how the proposed design meets the intent of the standard(s). Additional sheets/graphics may be attached.

Disclaimer: This application is only valid for the attached design. If any element of the design subject to Residential Design Standards changes prior to or during building permit review, the applicant shall be required to apply for a new Administrative Compliance Review.

Standard	Complies	Alternative Compliance	N/A	Sheet #(s)/Notes
B.1. Articulation of Building Mass (Non-flexible)			✓	Outside of Aspen Infill area
B.2. Building Orientation (Flexible)			✓	Does not apply to lots with a required front yard setback of at least ten (10) vertical feet above or below street grade. The street facing facades of all four nodes are parallel and radial to the cul de sac above.
B.3. Build-to Requirement (Flexible)			✓	Exempt since lot is curvilinear
B.4. One Story Element (Flexible)			✓	Does not apply to lots with a required front yard setback of at least ten (10) vertical feet above or below street grade. Four of the street facing facades are one story.
C.1. Garage Access (Non-flexible)			✓	This lot does not have an alley for access. The site is at the end of a cul de sac that has virtually no pedestrian traffic.
C.2. Garage Placement (Non-flexible)	✓			Garage meets Option 2 with garage doors not placed on street-facing facade.
C.3. Garage Dimensions (Flexible)		✓		Does not comply. Total width of garage doors equals 39'. However, the overall width of the living area is over 87', far greater than the width of the garage. Also, the face of the garage door walls is oblique to the cul de sac and mostly

Residential Design Standards

Administrative Compliance Review Applicant Checklist



Disclaimer: This application is only valid for the attached design. If any element of the design subject to Residential Design Standards changes prior to or during building permit review, the applicant shall be required to apply for a new Administrative Compliance Review.

Standard	Complies	Alternative Compliance	N/A	Sheet #(s)/Notes
C.4.Garage Door Design (Flexible)			✓	Design incorporates four separate doors with a 3'-8" off-set between third and fourth doors.
D.1.Entry Connection (Non-flexible)			✓	Does not apply to lots with a required front yard setback of at least ten (10) vertical feet above or below street grade. House does provide direct visual connection between street and driveway. +
D.2.Door Height (Flexible)			✓	Does not apply to lots with a required front yard setback of at least ten (10) vertical feet above or below street grade. +
D.3.Entry Porch (Flexible)			✓	Does not apply to lots with a required front yard setback of at least ten (10) vertical feet above or below street grade. Entry porch on street side is less than one story. +
E.1.Principle Window (Flexible)			✓	Does not apply to lots with a required front yard setback of at least ten (10) vertical feet above or below street grade. Street facade has two large trapezoidal windows. +
E.2.Window Placement (Flexible)			✓	Does not apply to lots with a required front yard setback of at least ten (10) vertical feet above or below street grade. Street facade windows do not exceed one story in height. +
E.3.Nonorthogonal Window Limit (Flexible)			✓	Does not apply to lots with a required front yard setback of at least ten (10) vertical feet above or below street grade.since outside of Aspen Infill Area and is outside Aspen Infill Area. +
E.4.Lightwell/Stairwell Location (Flexible)	✓			A light well, skylight or stairwell is not located between the front-most wall of street-facing façade and street. +
E.5.Materials (Flexible)			✓	Masonry will be used at base of building. There are isolated walls where wood siding is brought to grade to help break up massing. This residence has no historical context in the subdivision of the Maroon Creek Club. +

VICINITY MAP



HIWAY 82

TIEHACK RD

PFISTER DR.

PROJECT LOCATION

poss ARCHITECTURE + PLANNING

February 4, 2019

Kim Raymond
Charlie Eckert
Kim Raymond Architects, Inc.
418 East Cooper Avenue, Suite 201
Aspen, Colorado 81611

Via Email

Re: Preliminary SARC Approval; Wark Residence; MCC Lot 45

Dear Kim and Charlie,

On January 31, 2019 the Site and Architectural Review Committee (SARC) gave preliminary approval to Wark Residence proposed to be located on Lot 45 of the Maroon Creek Club Subdivision. This approval is based on the set of your documents dated January 31, 2019 "MCC Prelim Review"

This approval contains the following condition:

- The mullion above the sliding door units on the northwest elevation of buildings B and C will be increased as discussed during the meeting.

The next step in the approval process is to proceed to final review. The submission requirements to SARC are as follows:

- Staking and Height Poles – Please contact me to set up a meeting to identify the points that need to be represented.
- Submission of Final Construction Drawings in PDF Format - These should be the same drawings that will be submitted to the city for building permit and should include:
 - Full set of architectural drawings for the project shell (interior drawings not required)
 - Structural drawings
 - MEP drawings
 - Landscape plans including both grading and planting plans with landscape materials called out
 - Shoring plans (if required by the construction)
 - Exterior lighting plans including fixture specifications and cut sheets
 - Civil drawings showing driveway, utility, and drainage construction
- Construction Management Plan in a format approved by the city of Aspen. At a minimum, this plan should include the following:
 - Location of construction trailer
 - Location of construction parking
 - Any anticipated plans for ferrying workers to the site
 - Location of temporary facilities
 - Site fencing and tree protection measures

poss ARCHITECTURE + PLANNING

- Temporary drainage mitigation during construction
 - Location of construction material storage
 - Location of excavated material and backfill material storage
 - Location and performance characteristics of acoustics barriers
 - Hours of construction activity
 - Traffic control measures (if required)
 - Snow storage and winter protection procedures
 - Fire safety protection measures
 - List of construction contacts
- Detailed Construction Schedule. At a minimum, this schedule should provide time frames and durations for the following:
 - Clearing and grubbing
 - Soil retention and excavation
 - Utility construction
 - Foundation construction
 - Superstructure and framing construction
 - Backfill
 - Exterior windows and doors
 - Exterior masonry
 - Exterior siding and trim
 - Dry-in
 - Rough ins
 - Drywall
 - Interior Finish
 - Exterior Finish
 - Landscaping
 - Driveway Paving
 - Project completion
- Photo documentation of the cul-de-sac paving surface and concrete curb condition bordering Lot 45
- Physical samples of all proposed exterior materials. Actual mock-ups will be required.

Please be advised that SARC takes strict adherence to construction management plans and schedules very seriously. Any deviation from these documents could lead to forfeiture of construction deposits and/or penalties and fines.

Please feel free to contact me if you have any questions.

Sincerely,



Kim Weil, Architect
Architectural Advisor to SARC

cc: Hal Dishler
Sarah Korpela

Subject: Re: New house at Maroon Creek Club
Date: Wednesday, July 24, 2019 at 11:07:41 AM Mountain Daylight Time
From: Parker Lathrop
To: Charlie Eckart
CC: Kim Raymond
Attachments: image001.png

After reviewing the attached plans for Maroon Creek Club Lot 45, I do not see any fatal flaws with the proposal. The entire structure is located within 150 ft radius of the roadway so we would not utilize the driveway for response, there for, our needs for are not necessary for driveway design. It is also understood that the residence will be served by a NFPA 13D fire sprinkler system. Thank you for reaching out.

Parker Lathrop
Deputy Fire Chief / Fire Marshal



Aspen Fire Protection District
420 E Hopkins Ave
Aspen, Colo 81611
970.925.5532



Under Colorado's Open Records Act (CORA), all e-mails sent by or to us on this District-owned e-mail account may be subject to public disclosure.

PRIVACY NOTICE -- This electronic message transmission contains information from the Aspen Fire Protection District that may be confidential or privileged. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately, and please delete the original message.

On Tue, Jul 16, 2019 at 3:09 PM Charlie Eckart <charlie@krai.us> wrote:

Hi Parker,

I am working on a new house up in the Maroon Creek Club that needs review by you of the driveway and access. This house is on Lot 45 which is at the very end of Pfister Lane at the cul-de-sac. We will soon be going through a land use review with the Planning Department and City Council so we will need a letter from you that says that it has been reviewed and the fire district is comfortable with access to the structure. I have attached a site plan for your review. Feel free to give me a call or let me know if you need anything else to make things as clear as possible.

Best regards,

EXHIBIT A
PROJECT REVIEW STANDARDS COMPLIANCE

26.445.050. Project Review Standards. The Project Review shall focus on the general concept for the development and shall outline any dimensional requirements that vary from those allowed in the underlying zone district. The burden shall rest upon an applicant to show the reasonableness of the development application and its conformity to the standards and procedures of this Chapter and this Title. The underlying zone district designation shall be used as a guide, but not an absolute limitation, to the dimensions which may be considered during the development review process. Any dimensional variations allowed shall be specified in the ordinance granting Project Approval. In the review of a development application for a Project Review, the Planning and Zoning Commission or the Historic Preservation Commission, as applicable, and City Council shall consider the following:

A. Compliance with Adopted Regulatory Plans. The proposed development complies with applicable adopted regulatory plans. Yes, the proposed development complies with the intent of the Insubstantial PUD Amendment to the Maroon Creek Club Subdivision and PUD. This Insubstantial PUD Amendment clarifies what types of development may occur within the Maroon Creek Club Subdivision and PUD; which allows for a single family residence with a legal and reasonable drive.

B. Development Suitability. The proposed Planned Development prohibits development on land unsuitable for development because of natural or man-made hazards affecting the property, including flooding, mudflow, debris flow, fault ruptures, landslides, rock or soil creep, rock falls, rock slides, mining activity including mine waste deposit, avalanche or snow slide areas, slopes in excess of 30%, and any other natural or man-made hazard or condition that could harm the health, safety, or welfare of the community. Affected areas may be accepted as suitable for development if adequate mitigation techniques acceptable to the City Engineer are proposed in compliance with Title 29 – Engineering Design Standards. Conceptual plans for mitigation techniques may be accepted for this standard. The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement. The driveway and associated retainage within the Proposed Development Envelope pose no threat to the natural or man-made hazards that could harm the health, safety, or welfare of the community; as they were designed by Colorado licensed civil and structural engineers. The slopes are laid back to the requirements of the City and the Maroon Creek Club guidelines, and the revegetation will be done as soon as feasible on the construction site.

C. Site Planning. The site plan is compatible with the context and visual character of the area. In meeting this standard, the following criteria shall be used: 1. The site plan responds to the site's natural characteristics and physical constraints such as steep slopes, vegetation, waterways, and any natural or man-made hazards and allows development to blend in with or enhance said features. 2. The project preserves important geologic features, mature vegetation, and structures or features of the site that have historic, cultural, visual, or ecological importance or contribute to the identity of the town. 3. Buildings are oriented to public streets and are sited to reflect the

neighborhood context. Buildings and access ways are arranged to allow effective emergency, maintenance, and service vehicle access.

1. The proposed driveway within the Development Envelope adjustment is compatible with the intent and visual character of the area. The extended Development Envelope allows for a softened, more natural topography allowing the driveway to reach an optimal elevation for the garage that adjoins the main level of the residence. Without this adjustment the development would have to straight shot the driveway to the Building Envelope with slopes exceeding 34% to reach the same level. The Site Plan indicates an augmentation of the natural characteristics with boulder retainage, ponds and a small stream sweeping below the driveway. Building orientation, instead of orthogonal, is radially oriented to respond to the natural topography surrounding the cul-de-sac.
2. There are no significant geological or historical features or structures on the site. The mature landscaping that is existing on the site is mostly outside of the development envelope, which will be protected during construction. More mature trees will be planted on the property to fulfill the requirements of the Maroon Creek Club at the end of construction.
3. The entry door for the residence faces the cul-de-sac with a welcoming walkway to access the home from the public space. Also, the home is close enough to the cul-de-sac, that firetrucks would have safe and efficient access to the home in the unfortunate occurrence of a fire. Emergency medical vehicles will have sufficient access down the driveway to a good sized turn around / staging area in the proposed driveway and garage configuration.

D. Dimensions. All dimensions, including density, mass, and height shall be established during the Project Review. A development application may request variations to any dimensional requirement of this Title. In meeting this standard, consideration shall be given to the following criteria:

1. There exists a significant community goal to be achieved through such variations. The requested variation asks for an extended Development Envelope so that the proposed residence can be accessed via a driveway that allows the home to be set 'into the site' rather than on top of it. If we used the original driveway access for this lot, the driveway would have to access a garage at virtually the same elevation as the cul-de-sac. This would have far greater visual impact on both the neighbors and those looking up from the golf course or highway, as the home would be essentially 10' higher on the landscape.

The proposed site plan allows the roof height of the residence to remain low and not obstruct views and site lines from the public cul-de-sac. The Maroon Creek Club's Site and Architectural Review Committee (SARC) has approved the story pole height and locations on June 25, 2019.

2. The proposed dimensions represent a character suitable for and indicative of the primary uses of the project. The proposed dimensions of the residence are consistent and compatible with the Maroon Creek Club Design Guidelines; breaking up the mass into

four smaller “pods” to reduce the overall mass. As mentioned above story pole heights and locations have been approved by SARC.

3. The project is compatible with or enhances the cohesiveness or distinctive identity of the neighborhood and surrounding development patterns, including the scale and massing of nearby historical or cultural resources. By allowing the extended Development Envelope the scale and massing of this project will enhance the distinct identity of the neighborhood. If the requested Development Adjustment is not approved the applicant will have to significantly raise the floor levels of the house and locate the garage in front of the main house which, would among other things, conflict with two of the non-flexible Residential Design Standards, Garage Access (Sec. 26.410.030.C.1) and Garage Placement (Sec 26.410.030.C.2). The other homes in the neighborhood have all done a good job in keeping the garage door facade of the homes facing away from the public street. The new driveway alignment allows this house to also do this. And as mentioned above, it allows the building to be set into the site, more as an extension of the site, than looking like it was just dropped on top of the hillside.

4. The number of off-street parking spaces shall be established based on the probable number of cars to be operated by those using the proposed development and the nature of the proposed uses. The availability of public transit and other transportation facilities, including those for pedestrian access and/or the commitment to utilize automobile disincentive techniques in the proposed development, and the potential for joint use of common parking may be considered when establishing a parking requirement.
N/A; this is a private residence providing more than the required off street parking.

5. The Project Review approval, at City Council’s discretion, may include specific allowances for dimensional flexibility between Project Review and Detailed Review. Changes shall be subject to the amendment procedures of Section 26.445.110 – Amendments. N/A

E. Design Standards. The design of the proposed development is compatible with the context and visual character of the area. In meeting this standard, the following criteria shall be used:

1. The design complies with applicable design standards, including those outlined in Chapter 26.410, Residential Design Standards, Chapter 26.412, Commercial Design Standards, and Chapter 26.415, Historic Preservation. The relevant driveway retaining structure within the proposed Development Envelope will comply with all Residential Design Standards and the Maroon Creek Club Design Guidelines. The design has been approved by the Maroon Creek Club SARC on February 4, 2019. This has been included as part of this Land Use Submittal.

2. The proposed materials are compatible with those called for in any applicable design standards, as well as those typically seen in the immediate vicinity. Exterior materials are finalized during Detailed Review, but review boards may set forth certain expectations or conditions related to architectural character and exterior materials during Project Review. The proposed materials have been approved for Preliminary Review by the Maroon

Creek Club SARC and will again go through review with SARC for Final Approval just prior to permit submittal.

F. Pedestrian, bicycle & transit facilities. The development improves pedestrian, bicycle, and transit facilities. These facilities and improvements shall be prioritized over vehicular facilities and improvements. Any vehicular access points, or curb cuts, minimize impacts on existing or proposed pedestrian, bicycle, and transit facilities. The City may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement. N/A

G. Engineering Design Standards. There has been accurate identification of engineering design and mitigation techniques necessary for development of the project to comply with the applicable requirements of Municipal Code Title 29 – Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP). The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement. The associated development within the requested Development Envelope will meet all Engineering Design Standards by our civil engineering consultant. Submitted drawings will be an Engineering Site and Utility Plan, Grading, Drainage and Erosion Control Plan with Drainage Report, Mudflow Analysis and Driveway plan with Profile Drawings.

H. Public Infrastructure and Facilities. The proposed Planned Development shall upgrade public infrastructure and facilities necessary to serve the project. Improvements shall be at the sole costs of the developer. The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined as part of the Detailed Review and documented within a Development Agreement. N/A

I. Access and Circulation. The proposed development shall have perpetual unobstructed legal vehicular access to a public way. A proposed Planned Development shall not eliminate or obstruct legal access from a public way to an adjacent property. All streets in a Planned Development retained under private ownership shall be dedicated to public use to ensure adequate public and emergency access. Security/privacy gates across access points and driveways are prohibited. The associated development within the requested Development Envelope will allow for perpetual unobstructed legal vehicular access to a public way. It will not eliminate or obstruct legal access from the public way to the adjacent property. The development's adjoining cul-de-sac on Pfister Drive will remain dedicated to public and emergency access. There will be no security or privacy gates in this development.

CURVE	Arc	Delta Angle	Chord	Ch Bearing	Radius	Tangent
C1	171.92'	197°00'25"	98.90'	S 81°29'48"E	50.00'	N/A
C2	162.58'	116°26'16"	136.01'	N 68°15'26"W	80.00'	129.12'

TREE LEGEND
DIAMETER IN INCHES, DRIPLINE IN FEET
A- ASPEN
C- CONIFER

LEGEND AND NOTES
#5 REBAR WITH RED PLASTIC CAP 20133, UNLESS NOTED
UTILITY BOX
SURVEY CONTROL
MANHOLE COVER
WATER VALVE
FIRE HYDRANT
TITLE INFORMATION FURNISHED BY:
PITKIN COUNTY TITLE, INC.
ORDER NUMBER: PCT25041W
EFFECTIVE DATE: OCTOBER 30, 2017
PROPERTY ADDRESS: NONE LISTED
THIS PROPERTY IS SITUATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP PREPARED BY F.E.M.A. FOR PITKIN COUNTY COLORADO, COMMUNITY-PANEL NUMBER 08097C0204 C, EFFECTIVE DATE: JUNE 4, 1987
THIS PROPERTY LIES ENTIRELY OUTSIDE OF THE CITY OF ASPEN MUDFLOW ZONE AREA AS DEPICTED ON THE MAP OF ASPEN MOUNTAIN MUD FLOW ZONES, FIG. 7.1, SURFACE DRAINAGE MASTER PLAN.
THIS PROPERTY IS ZONED RURAL RESIDENTIAL (RR)
BUILDING AND DEVELOPMENT ENVELOPE SCALED FROM PLAT BOOK 33, PAGE 14
ELEVATIONS BASED ON CITY OF ASPEN GPS MONUMENT #14, 8042.23' 1988 NAVD
PROPERTY SUBJECT TO AVIGATION EASEMENT, BOOK 730 AT PAGE 690
GOLF COURSE EASEMENT AREA SCALED FROM PLAT BOOK 33, PAGE 14

CERTIFICATION:
THE UNDERSIGNED STATES THAT THE PROPERTY DESCRIBED HEREON WAS FIELD SURVEYED DURING NOVEMBER OF 2017 AND UPDATED DURING JULY OF 2018 AND IS ACCURATE BASED ON THE FIELD EVIDENCE AS SHOWN, AND THAT THERE ARE NO DISCREPANCIES OF RECORD, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, EASEMENTS OR RIGHTS OF WAY IN FIELD EVIDENCE OR KNOWN TO ME, EXCEPT AS HEREON SHOWN. UNDERGROUND UTILITIES WITH NO ABOVEGROUND APPURTENANCES, AND DOCUMENTS OF RECORD NOT SUPPLIED TO THE SURVEYOR ARE EXCEPTED. THIS SURVEY IS VOID UNLESS WET STAMPED WITH THE SEAL OF THE SURVEYOR BELOW.
DATED: _____
JOHN M. HOWORTH P.L.S. 25947



WARK RESIDENCE
PFIZER DRIVE
ASPEN, CO 81611

DATE	ISSUE
10/16/18	MCC PRELIM REVIEW
1/31/19	MCC PRELIM REVIEW
2/7/19	RDS SUBMITTAL
3/6/19	CONSULT PROGRESS
3/11/19	PROGRESS SET
3/14/19	CONSULT PROGRESS
5/28/19	PROGRESS SET
7/30/19	LAND USE SUBMITTAL

Scale: AS NOTED
1"=1' ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

TOPOGRAPHICAL SURVEY

A1.00

PREPARED BY
ASPEN SURVEY ENGINEERS, INC.
210 SOUTH GALENA STREET
ASPEN, COLORADO 81611
PHONE/FAX (970) 925-3816
WWW.ASPENSURVEYENGINEERS.COM
DATE 07/18 JOB 29027VA

TOPOGRAPHIC IMPROVEMENT SURVEY PLAT
OF
LOT 45,
MAROON CREEK CLUB,
AS SHOWN ON THE FINAL SUBDIVISION PLAT & PUD FOR MAROON CREEK CLUB,
RECORDED NOVEMBER 15, 1993 IN PLAT BOOK 33 AT PAGE 4.
CITY OF ASPEN,
COUNTY OF PITKIN,
STATE OF COLORADO.
CONTAINING: 87,632 SQ. FT. OR 2.012 ACRES +/-

LOT 45
VACANT LOT

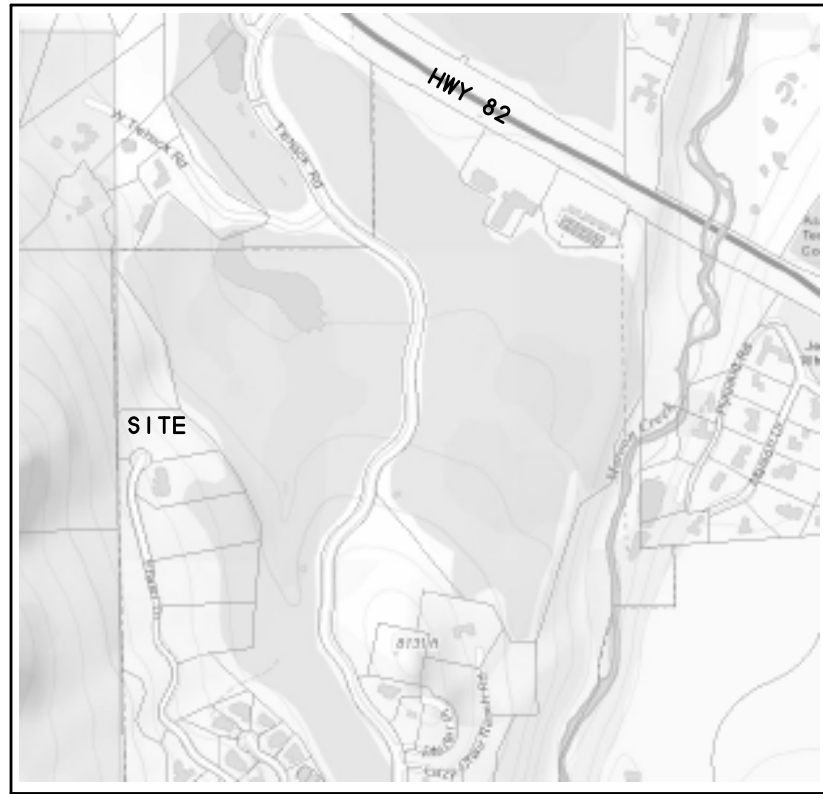
LOT 44
OWNER: SUNDANCE ASPEN LLC

**MAROON CREEK CLUB
COMMON AREA
PARCEL H**
OWNER: MAROON CREEK CLUB MASTER ASSOC.

**EAGLE PINES SUBDIVISION
PARCEL C**
OWNER: PFISTER DRIVE PROPERTIES LLC

PLATTED RESERVATION FOR
30' WIDE PRIVATE ACCESS EASEMENT ABANDONED
BY RECEPTION #S 435799 & 435800

VICINITY MAP

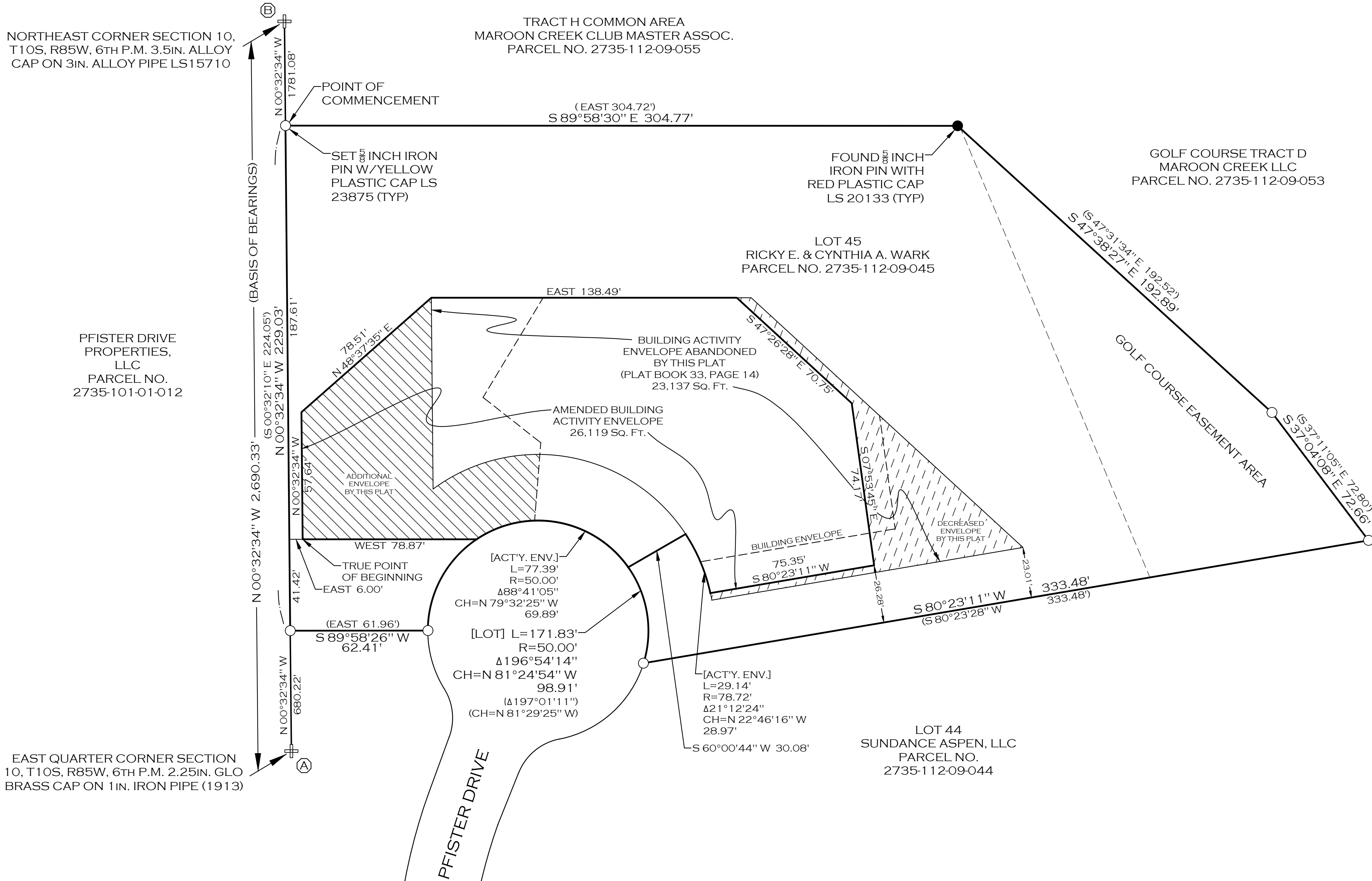


NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT ON THIS PLAT WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS PLAT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. THE CERTIFICATION IS VOID IF NOT WET STAMPED WITH THE SEAL OF THE SURVEYOR.

1 TOPOGRAPHICAL SURVEY
SCALE: 1:1.02

1ST AMENDED PLAT

LOT 45, MAROON CREEK CLUB SUBDIVISION & P.U.D.
SECTIONS 10 & 11, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH P.M.
CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO
PARCEL NO. 2735-112-09-045



BUILDING ACTIVITY ENVELOPE

LOT 45 MAROON CREEK CLUB

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 85 WEST, COUNTY OF PITKIN, STATE OF COLORADO, TO WIT:

COMMENCING AT THE NORTHWEST CORNER OF LOT 45, MAROON CREEK CLUB SUBDIVISION RECORDED UNDER RECEPTION NUMBER 363 285, IN PLAT BOOK 33 AT PAGE 4 IN THE PUBLIC RECORDS OF THE SAID COUNTY, THENCE, S 00°32'34" E, ALONG THE WESTERLY BOUNDARY LINE OF THE SAID LOT 45, A DISTANCE OF 187.61 FEET TO A POINT FROM WHENCE THE SOUTHWEST CORNER OF THE SAID LOT 45 BEARS S 00°32'34" E, 41.42 FEET DISTANT; THENCE, EAST A DISTANCE OF 6.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, N 00°32'34" W A DISTANCE OF 57.64 FEET;
THENCE, DEPARTING FROM THE AFORESAID COURSE, N 48°37'35" E A DISTANCE OF 78.51 FEET;
THENCE, DEPARTING FROM THE AFORESAID COURSE, EAST A DISTANCE OF 138.49 FEET;
THENCE, DEPARTING FROM THE AFORESAID COURSE, S 47°26'28" E A DISTANCE OF 70.75 FEET;
THENCE, DEPARTING FROM THE AFORESAID COURSE, S 07°53'45" E A DISTANCE OF 74.17 FEET TO A POINT 26.28 FEET DISTANT, MEASURED PERPENDICULARLY FROM THE SOUTHEASTERLY BOUNDARY LINE OF THE SAID LOT 45;
THENCE, DEPARTING FROM THE AFORESAID COURSE, 26.28 FEET DISTANT FROM AND PARALLEL TO THE SOUTHEASTERLY BOUNDARY LINE OF THE SAID LOT 45, S 80°23'11" W A DISTANCE OF 75.35 FEET TO A NON-TANGENT CURVE;
THENCE, DEPARTING FROM THE AFORESAID COURSE, ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT WHOSE RADIUS IS 78.72 FEET (LONG CHORD BEARS N 22°46'16" W, 28.97 FEET);
THENCE, DEPARTING FROM THE AFORESAID COURSE, S 60°00'44" W A DISTANCE OF 30.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CUL-DE-SAC AT THE NORTHERLY TERMINUS OF PFISTER DRIVE, AS PLATTED ON THE SAID SUBDIVISION;
THENCE, DEPARTING FROM THE AFORESAID COURSE, 77.39 FEET ALONG THE EASTERLY, NORTHERLY AND WESTERLY RIGHT-OF-WAY LINE OF THE SAID PFISTER DRIVE, ALONG THE ARC OF A CURVE TURNING TO THE LEFT WHOSE RADIUS IS 50.00 FEET (LONG CHORD BEARS N 79°32'25" W, 69.89 FEET);
THENCE, DEPARTING FROM THE AFORESAID COURSE, WEST A DISTANCE OF 78.87 FEET TO THE POINT OF BEGINNING.

THE SAID PARCEL OF LAND CONSISTS OF 26,119 SQUARE FEET (0.60 ACRE), MORE OR LESS.

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT _____ BEING SOLE OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED HEREIN, SITUATED IN THE CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 45, MAROON CREEK CLUB SUBDIVISION & P.U.D., A PLANNED COMMUNITY; ACCORDING TO THE PLAT THEREOF RECORDED DATE IN PLAT BOOK 33 AT PAGE 11

HAVE BY THESE PRESENTS REVISED THE BUILDING ACTIVITY ENVELOPE LOCATION BY THIS FIRST AMENDED PLAT OF LOT 45, MAROON CREEK CLUB SUBDIVISION & P.U.D., A PLANNED COMMUNITY

EXECUTED THIS _____ DAY OF _____, A.D. 20____.

BY: _____

BY: _____

STATE OF COLORADO)

COUNTY OF PITKIN) SS.

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF

A.D. 20____, BY _____

MY COMMISSION EXPIRES _____
WITNESS MY HAND AND SEAL

NOTARY PUBLIC

TITLE CERTIFICATE

I, _____, AS TITLE EXAMINER FOR NAME OF TITLE GUARANTEE COMPANY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO LOT 45, MAROON CREEK CLUB SUBDIVISION & P.U.D., A PLANNED COMMUNITY, ACCORDING TO THE PLAT THEREOF AS RECORDED DATE IN PLAT BOOK 33, PAGE 11; SAID LOT 45 IS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS ____ DAY OF _____, A.D., 20____.

BY: _____
TITLE EXAMINER
NAME OF TITLE GUARANTEE COMPANY

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

THIS FIRST AMENDED PLAT OF LOT 45, MAROON CREEK CLUB SUBDIVISION & P.U.D. WAS REVIEWED AND APPROVED BY THE CITY OF ASPEN THIS ____ DAY OF _____, 20____.

COMMUNITY DEVELOPMENT DIRECTOR

CITY ENGINEER'S REVIEW

THIS PLAT WAS REVIEWED FOR THE DEPICTION OF THE ENGINEERING DEPARTMENT SURVEY REQUIREMENTS ON THIS ____ DAY OF _____, 20____.

CITY ENGINEER



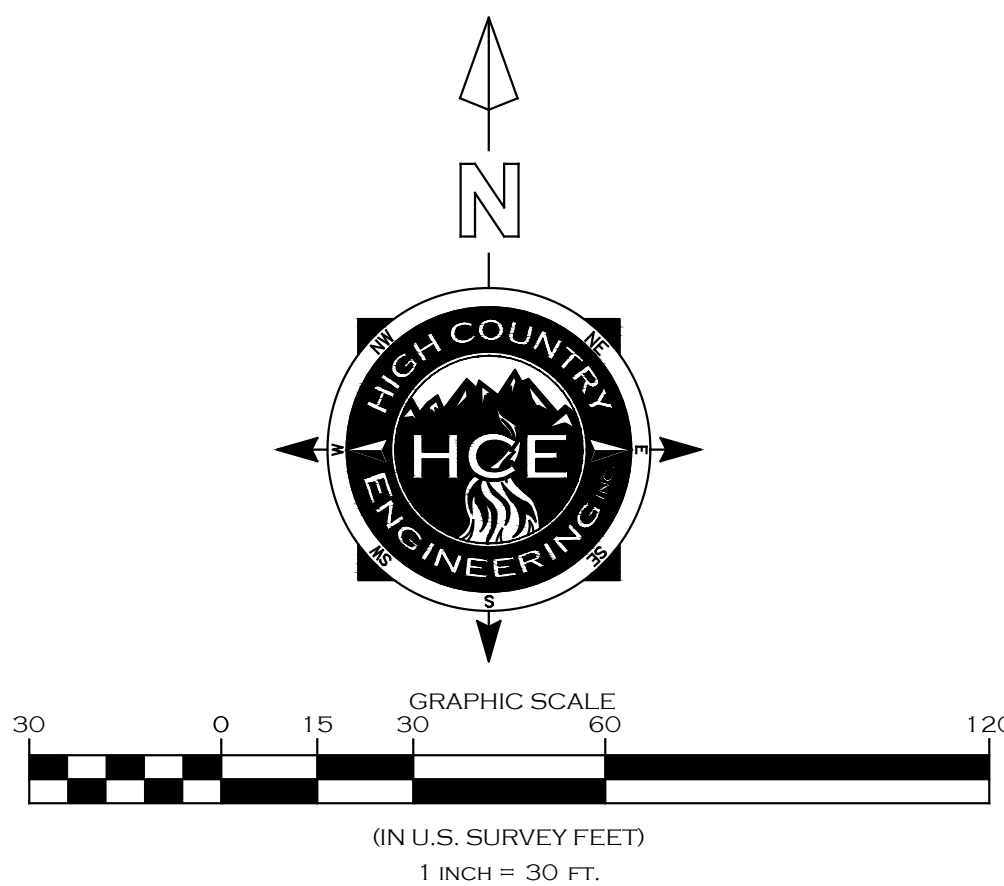
VICINITY MAP

PROPERTY DESCRIPTION

LOT 45, MAROON CREEK CLUB, AS SHOWN ON THE FINAL SUBDIVISION PLAT & P.U.D. FOR MAROON CREEK CLUB, RECORDED 15 NOVEMBER, 1993 IN PLAT BOOK 33 AT PAGE 4, COUNTY OF PITKIN, STATE OF COLORADO.

NOTES

- THE ASSUMED BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF N 00°32'34" W ALONG THE EAST LINE OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 85 WEST, 6TH P.M. BETWEEN "A" THE EAST QUARTER CORNER OF THE SAID SECTION 10, A 1in. IRON PIPE WITH 2 1/2 in. GLO BRASS CAP (1913) AND "B" THE NORTHEAST CORNER A FOUND 2in. ALLOY PIPE WITH 3 1/2 in. ALLOY CAP LS15710.
- THE PURPOSE OF THIS PLAT IS TO AMEND THE BUILDING ACTIVITY ENVELOPE AS DEPICTED IN THE PLAT OF MAROON CREEK CLUB SUBDIVISION & P.U.D., A PLANNED COMMUNITY, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1993 IN PLAT BOOK 33 AT PAGE 14.
- THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THAT TITLE INSURANCE COMMITMENT ISSUED BY WESTCOOR LAND TITLE INSURANCE COMPANY CASE NO. PCT25041W, AND DATED OCTOBER 30, 2017 AT 8:00 AM. THIS PROPERTY IS SUBJECT TO ALL CONDITIONS AND RESTRICTIONS CONTAINED THEREIN.
- ALL DIMENSIONS AND COURSES ARE AS MEASURED IN THE FIELD UNLESS DENOTED IN PARENTHESIS, WHICH DENOTE THE BOUNDARIES OF RECORD DELINEATED ON THAT PLAT OF MAROON CREEK CLUB SUBDIVISION, RECORDED 15 NOVEMBER 1993 IN PLAT BOOK 33 AT PAGE 4, COUNTY OF PITKIN, STATE OF COLORADO.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO SECTION 18-4-508 OF THE COLORADO REVISED STATUTES.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED ON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



SURVEYOR'S CERTIFICATE

I, BILL W.A. BAKER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO (#23875) DO HEREBY CERTIFY THAT THIS FIRST AMENDED PLAT OF LOT 45, MAROON CREEK CLUB SUBDIVISION & P.U.D., A PLANNED COMMUNITY, WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AN ACCURATE DEPICTION OF SAID SURVEY IS RENDERED BY THIS PLAT.

BILL W.A. BAKER, COLORADO PROFESSIONAL LAND SURVEYOR #23875
CERTIFIED FEDERAL SURVEYOR #1699



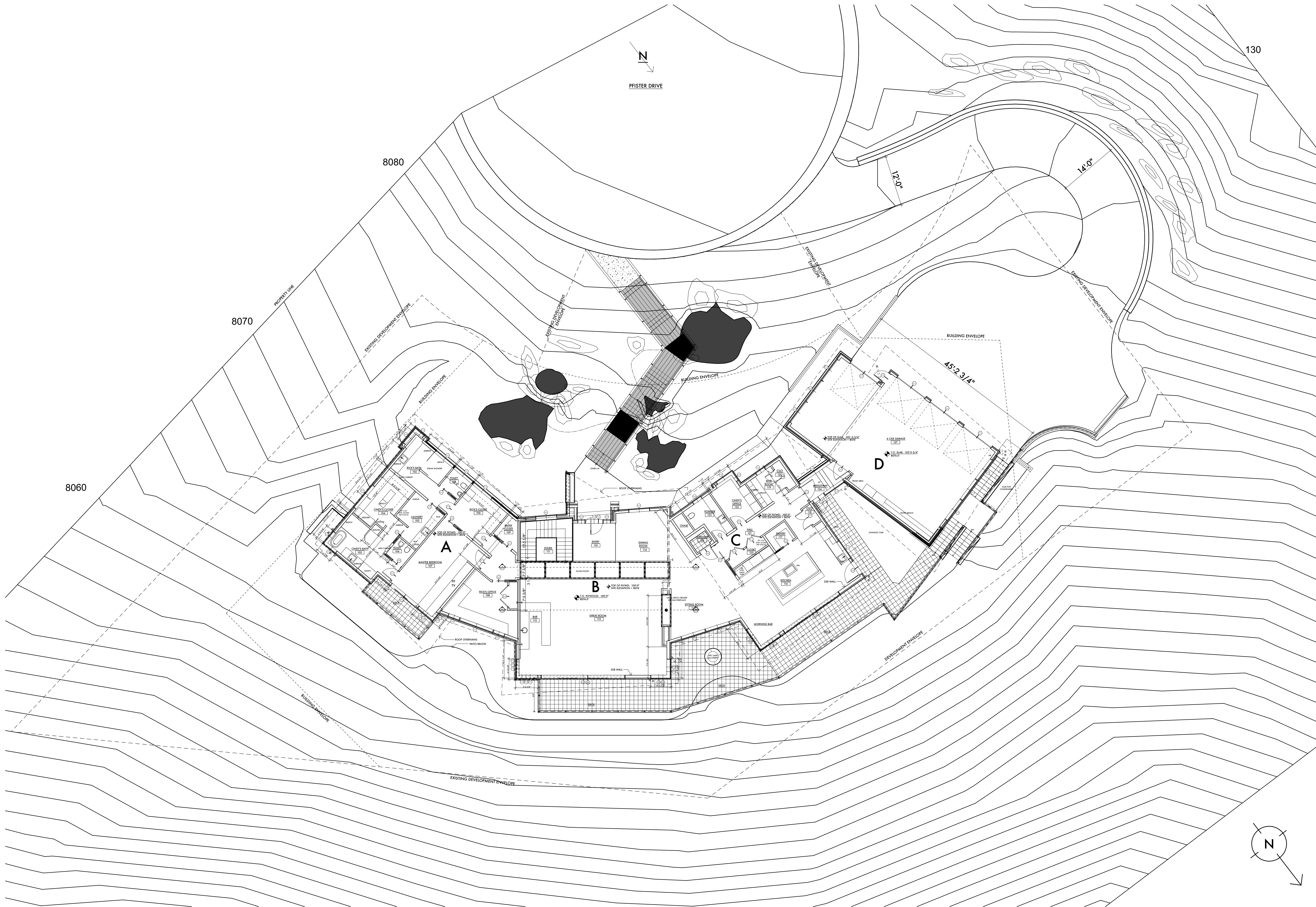
HIGH COUNTRY ENGINEERING, INC.



KIM RAYMOND ARCHITECTS, INC.
ASPEN, COLORADO
1ST AMENDED PLAT
LOT 45 MAROON CREEK
CLUB SUBDIVISION & P.U.D.

PROJECT NO.
2181020

SHEET NUMBER
1 OF 1



ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE WHATSOEVER WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

WARK RESIDENCE
PFISTER DRIVE
ASPEN, CO 81611

DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/30/19	LAND USE SUBMITTAL

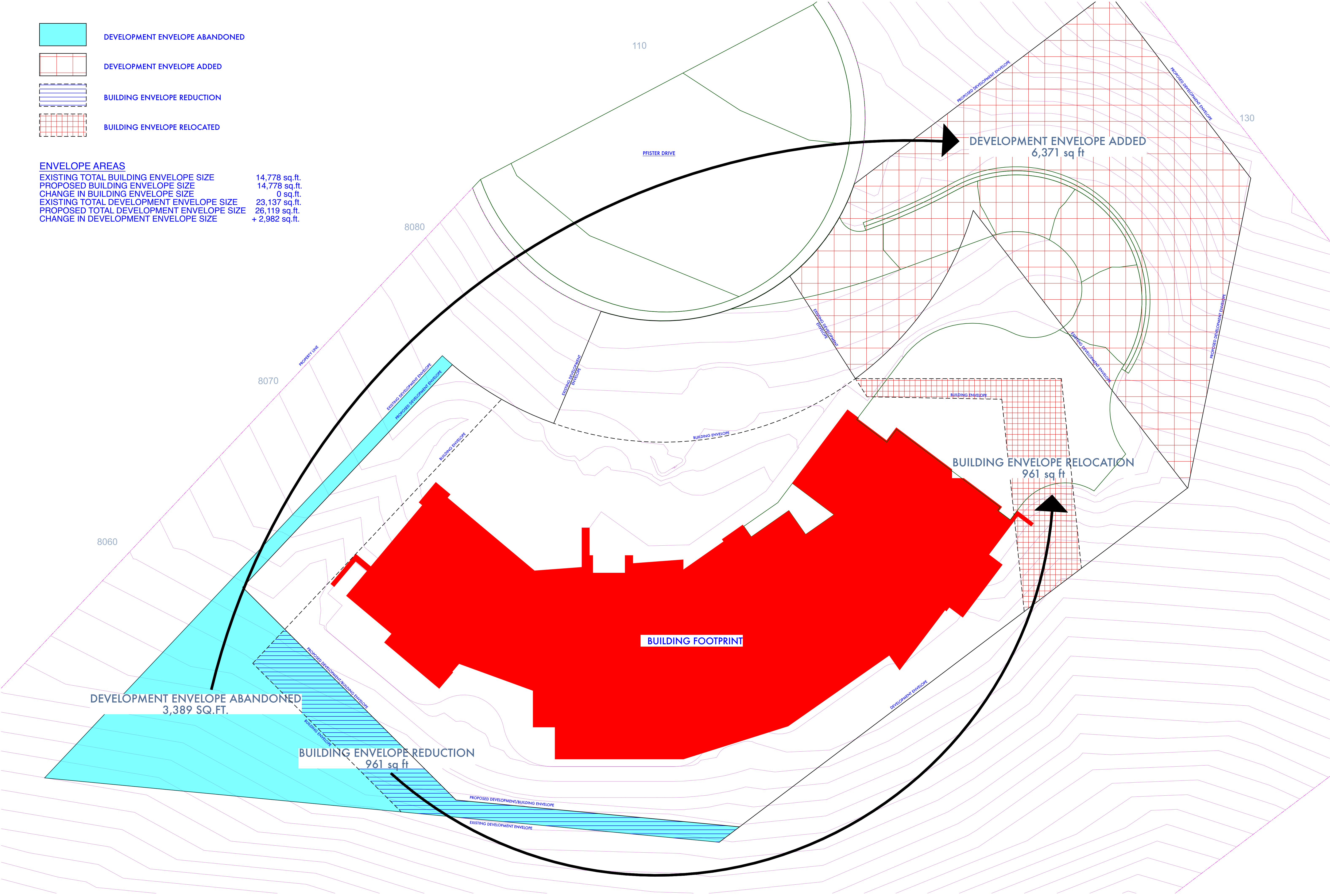
Scale: AS NOTED
1" = ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

SITE PLAN

- DEVELOPMENT ENVELOPE ABANDONED
- DEVELOPMENT ENVELOPE ADDED
- BUILDING ENVELOPE REDUCTION
- BUILDING ENVELOPE RELOCATED

ENVELOPE AREAS

EXISTING TOTAL BUILDING ENVELOPE SIZE	14,778 sq.ft.
PROPOSED BUILDING ENVELOPE SIZE	14,778 sq.ft.
CHANGE IN BUILDING ENVELOPE SIZE	0 sq.ft.
EXISTING TOTAL DEVELOPMENT ENVELOPE SIZE	23,137 sq.ft.
PROPOSED TOTAL DEVELOPMENT ENVELOPE SIZE	26,119 sq.ft.
CHANGE IN DEVELOPMENT ENVELOPE SIZE	+ 2,982 sq.ft.



ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE WHATSOEVER WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

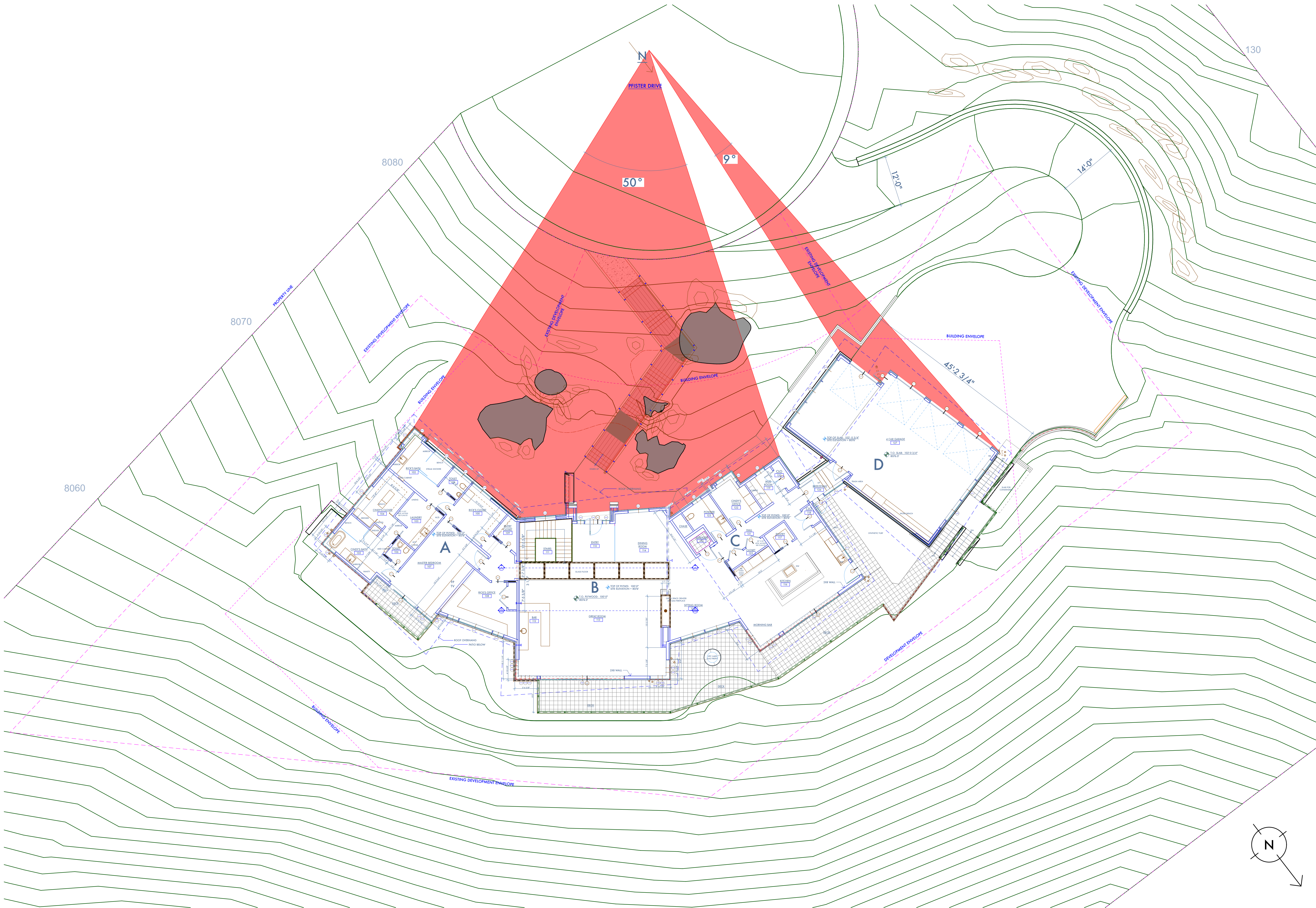


WARK RESIDENCE

PFIZER DRIVE
ASPEN, CO 81611

DATE	ISSUE
10/16/18	MCC PRELIM REVIEW
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
10/8/19	DEV. ENV. SUBMITTAL

Scale: AS NOTED
= 1" ACTUAL =
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.



ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE WHATSOEVER WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.



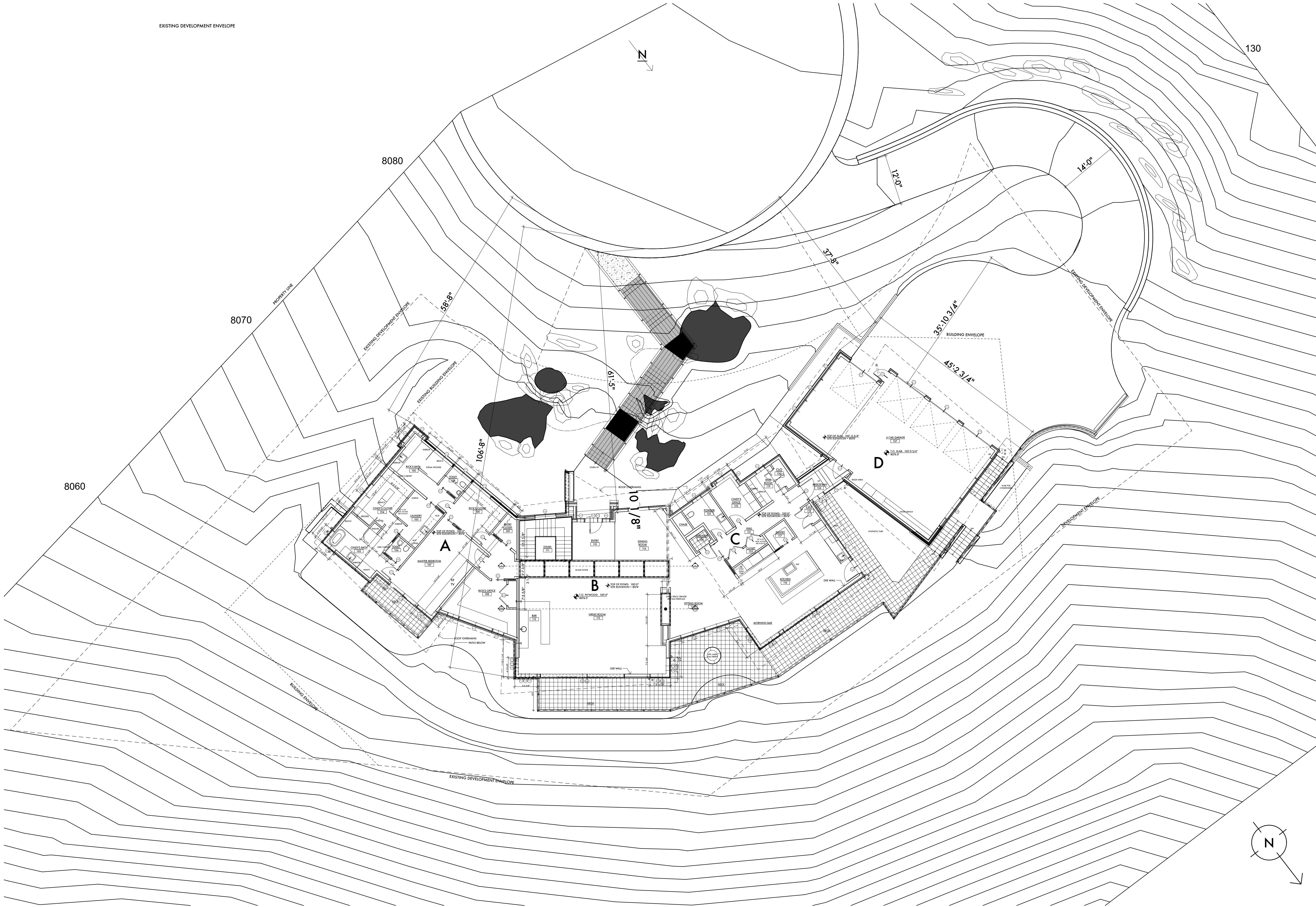
WARK RESIDENCE
PFISTER DRIVE
ASPEN, CO 81611

DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
10/8/19	LAND USE SUBMITTAL

Scale: AS NOTED
1" ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

SITE PLAN

A1.01



KIM RAYMOND ARCHITECTS, INC.
418 COOPER ST., STE. 201, ASPEN, CO
www.kimraymondarchitects.com
970-925-2252

ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE WHATSOEVER WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

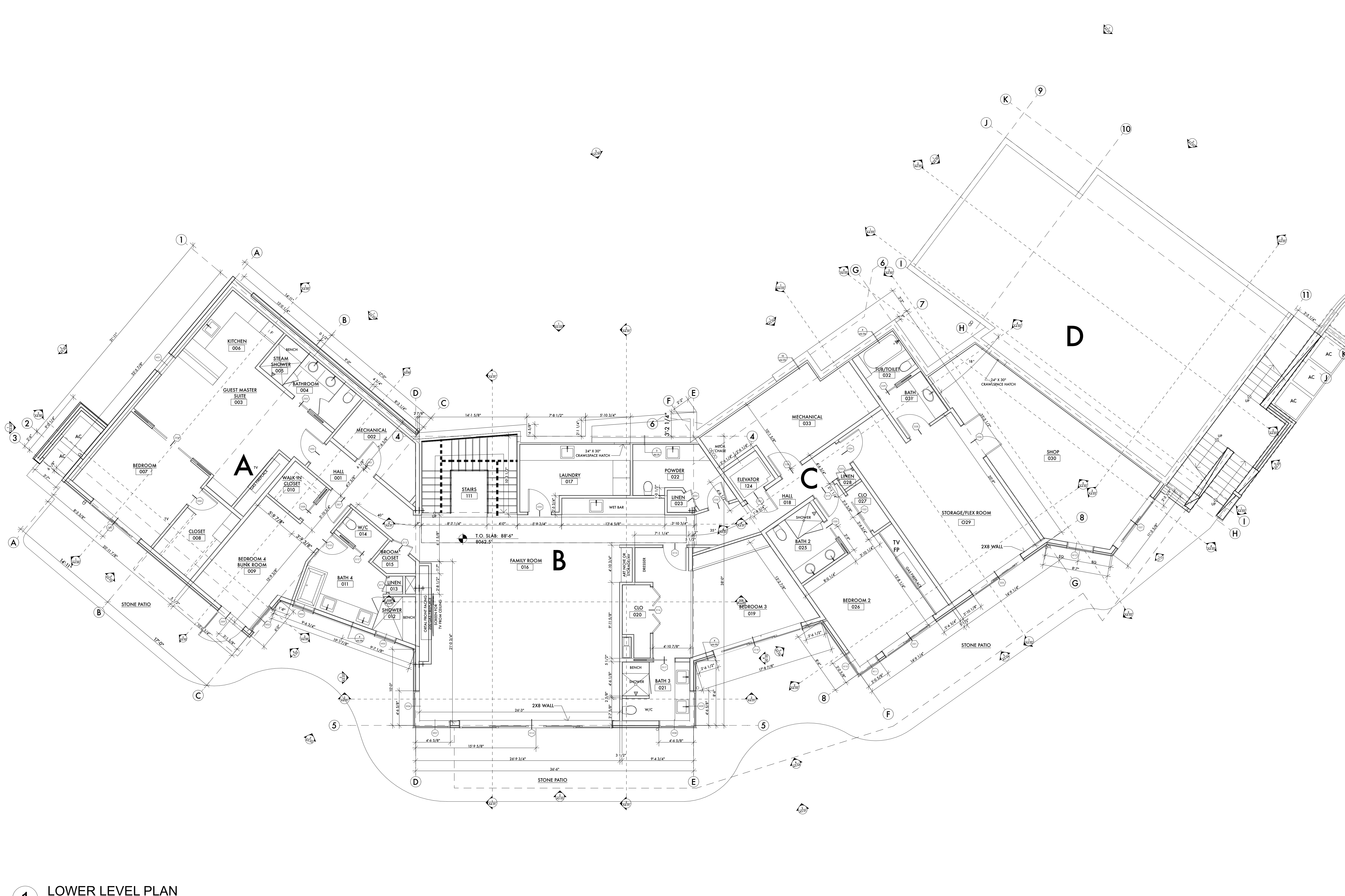
WARK RESIDENCE
PFISTER DRIVE
ASPEN, CO 81611

DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/16/19	PROGRESS SET

Scale: AS NOTED
1" = ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

SITE PLAN

A1.01



1 LOWER LEVEL PLAN
SCALE: 3/16" = 1'-0"

KIM RAYMOND ARCHITECTS, INC.
418 COOPER ST., STE. 201, ASPEN, CO
www.kimraymondarchitects.com
970-925-2252

ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE WHATSOEVER WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

WARK RESIDENCE
PFISTER DRIVE
ASPEN, CO 81611

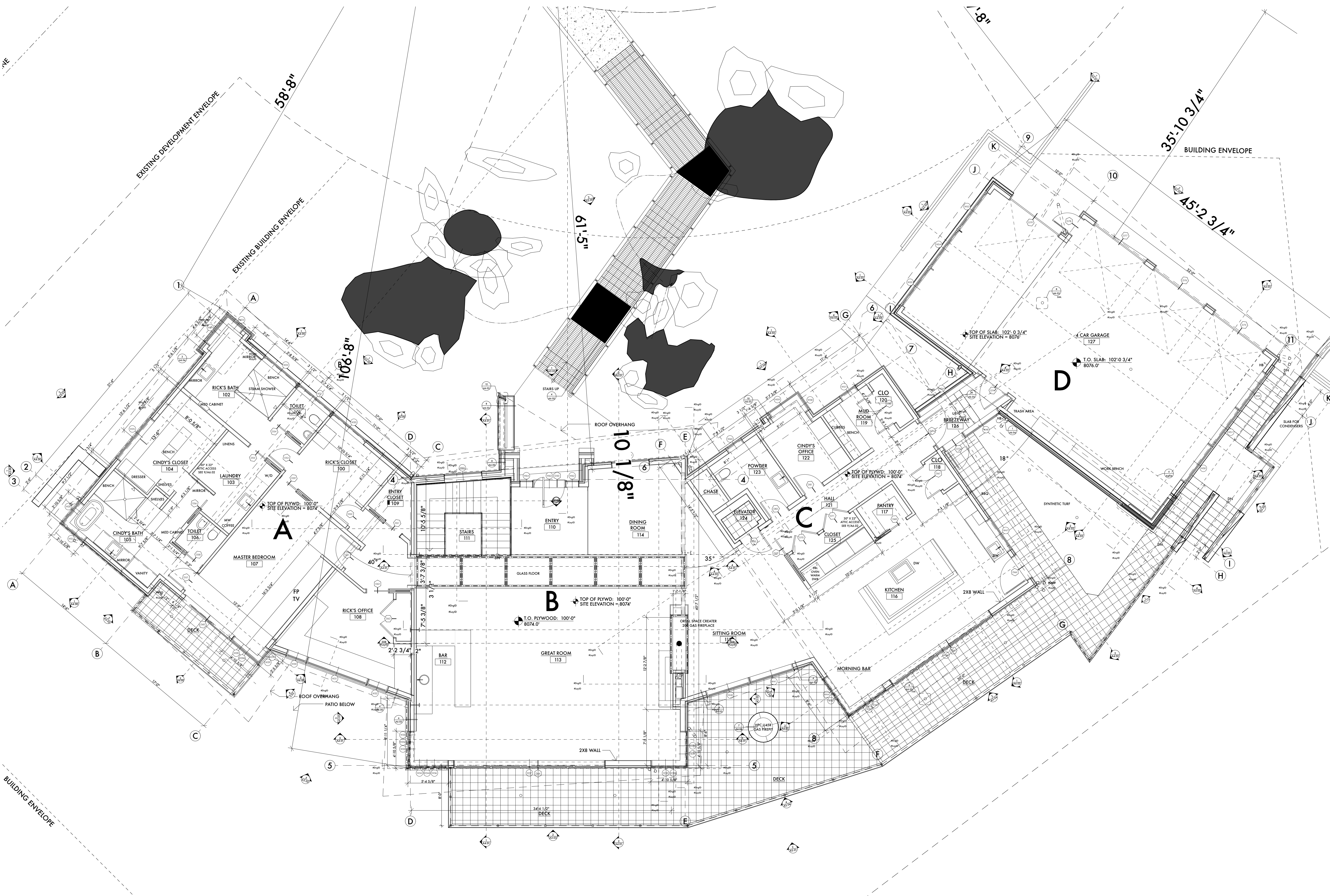
DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/16/19	PROGRESS SET

Scale: AS NOTED
1" = 1' ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

LOWER LEVEL PLAN

A2.00



1 MAIN LEVEL PLAN
SCALE: 3/16" = 1'-0"

KIM RAYMOND ARCHITECTS, INC.
418 COOPER ST., STE. 201, ASPEN, CO
www.kimraymondarchitects.com
970-925-2252

ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE WHATSOEVER WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

WARK RESIDENCE
PFISTER DRIVE
ASPEN, CO 81611

DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/16/19	PROGRESS SET

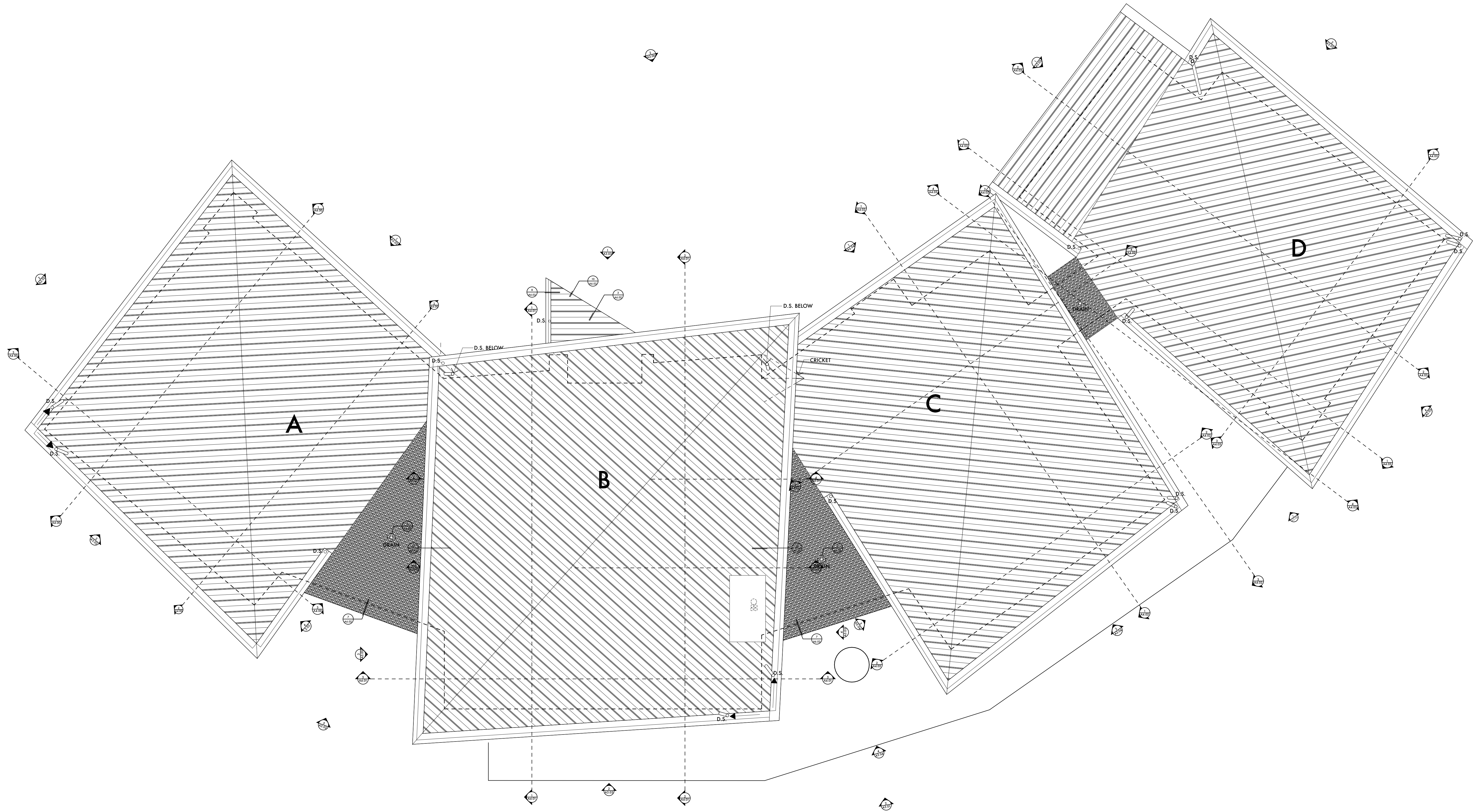
Scale: AS NOTED

1" = ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

MAIN LEVEL PLAN

A2.01

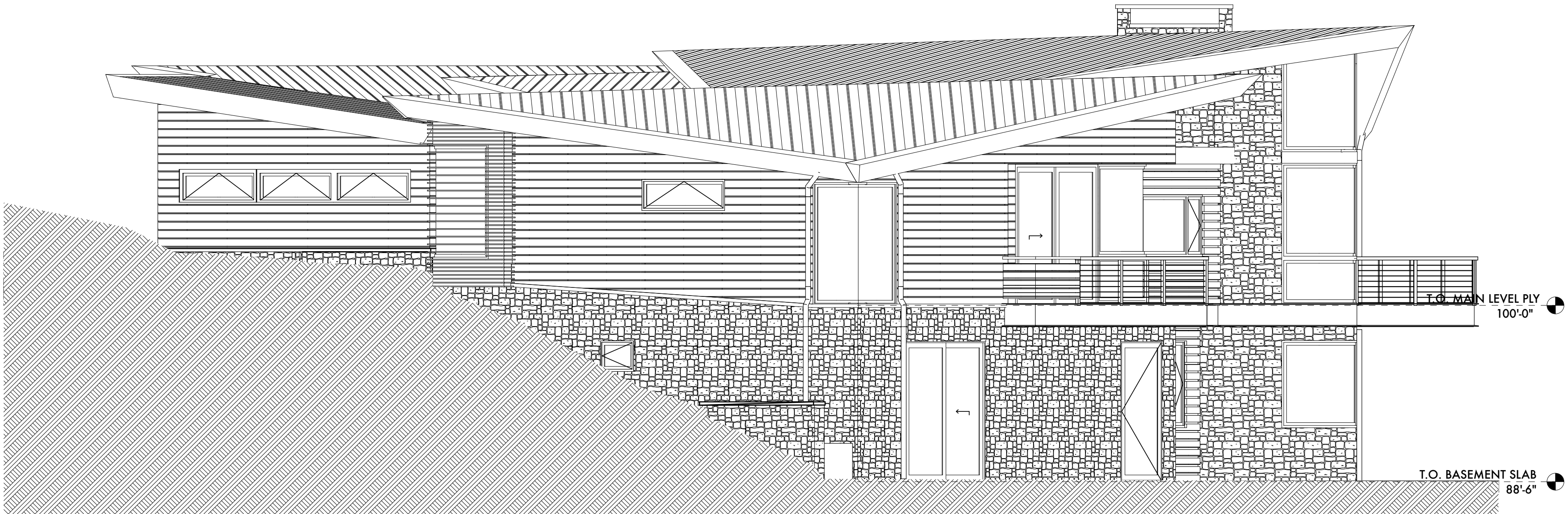


ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE, WHATSOEVER, WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

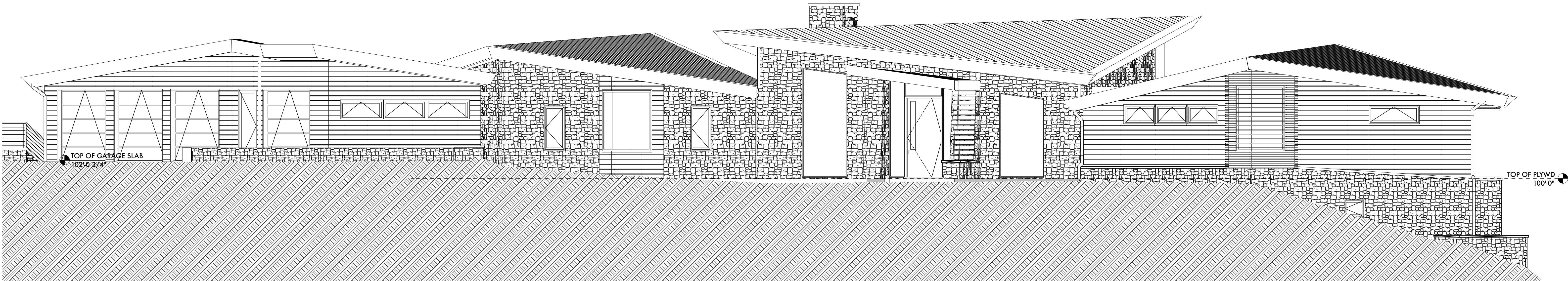
WARK RESIDENCE
PFISTER DRIVE
ASPEN, CO 81611

DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/16/19	PROGRESS SET

Scale: AS NOTED
1" ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.



1 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 SOUTHWEST ELEVATION
SCALE: 3/16" = 1'-0"

ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE WHATSOEVER WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.



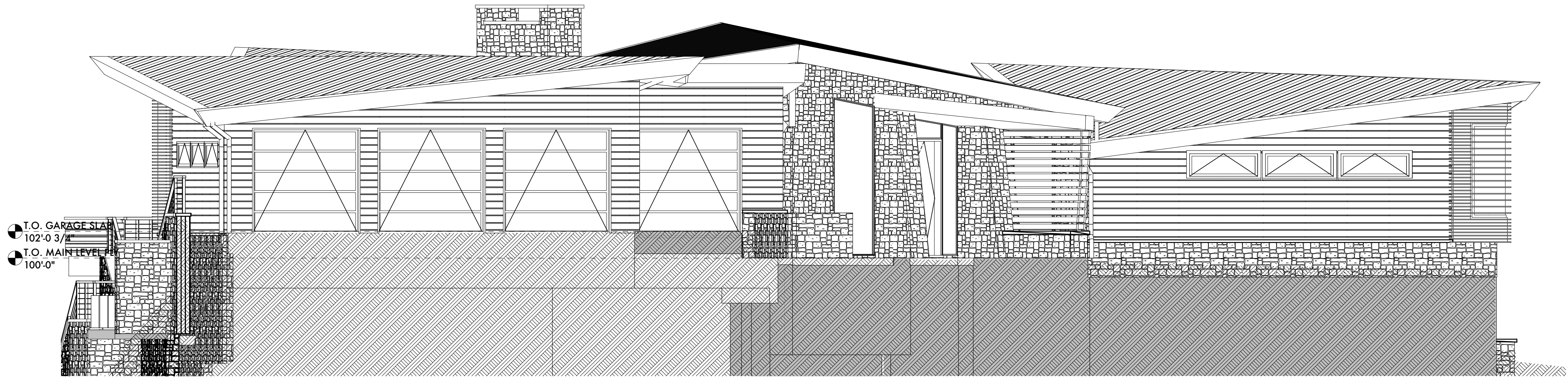
WARK RESIDENCE
PFIZER DRIVE
ASPEN, CO 81611

DATE	ISSUE
10/16/18	MCC PRELIM REVIEW
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/16/19	PROGRESS SET

Scale: AS NOTED
1" ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

OVERALL
ELEVATIONS

A3.00



1

WEST ELEVATION

SCALE: 3/16" = 1'-0"



2

NORTHEAST ELEVATION

SCALE: 3/16" = 1'-0"

ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE, WHATSOEVER, WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

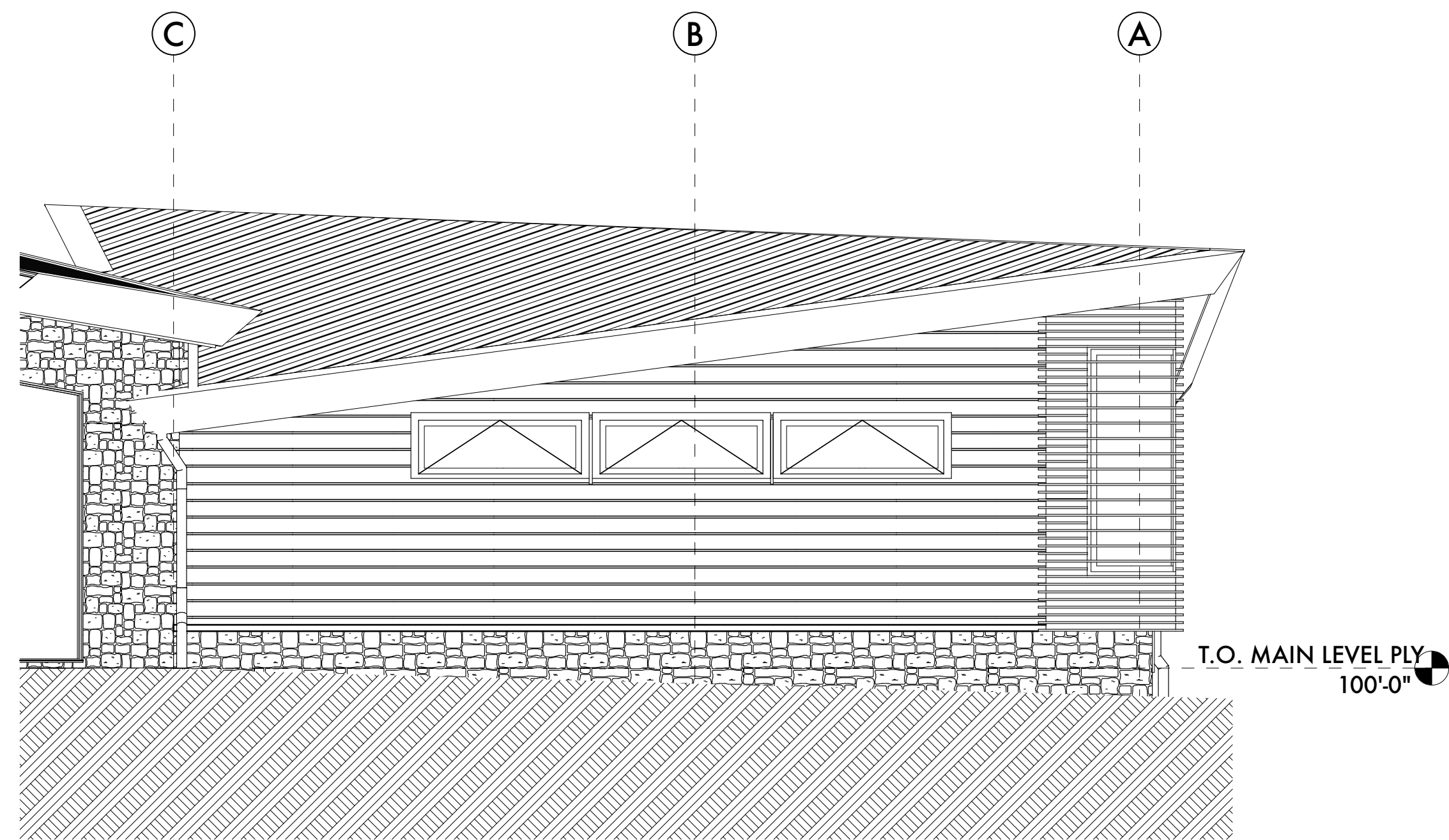
WARK RESIDENCE

PFISTER DRIVE
ASPEN, CO 81611

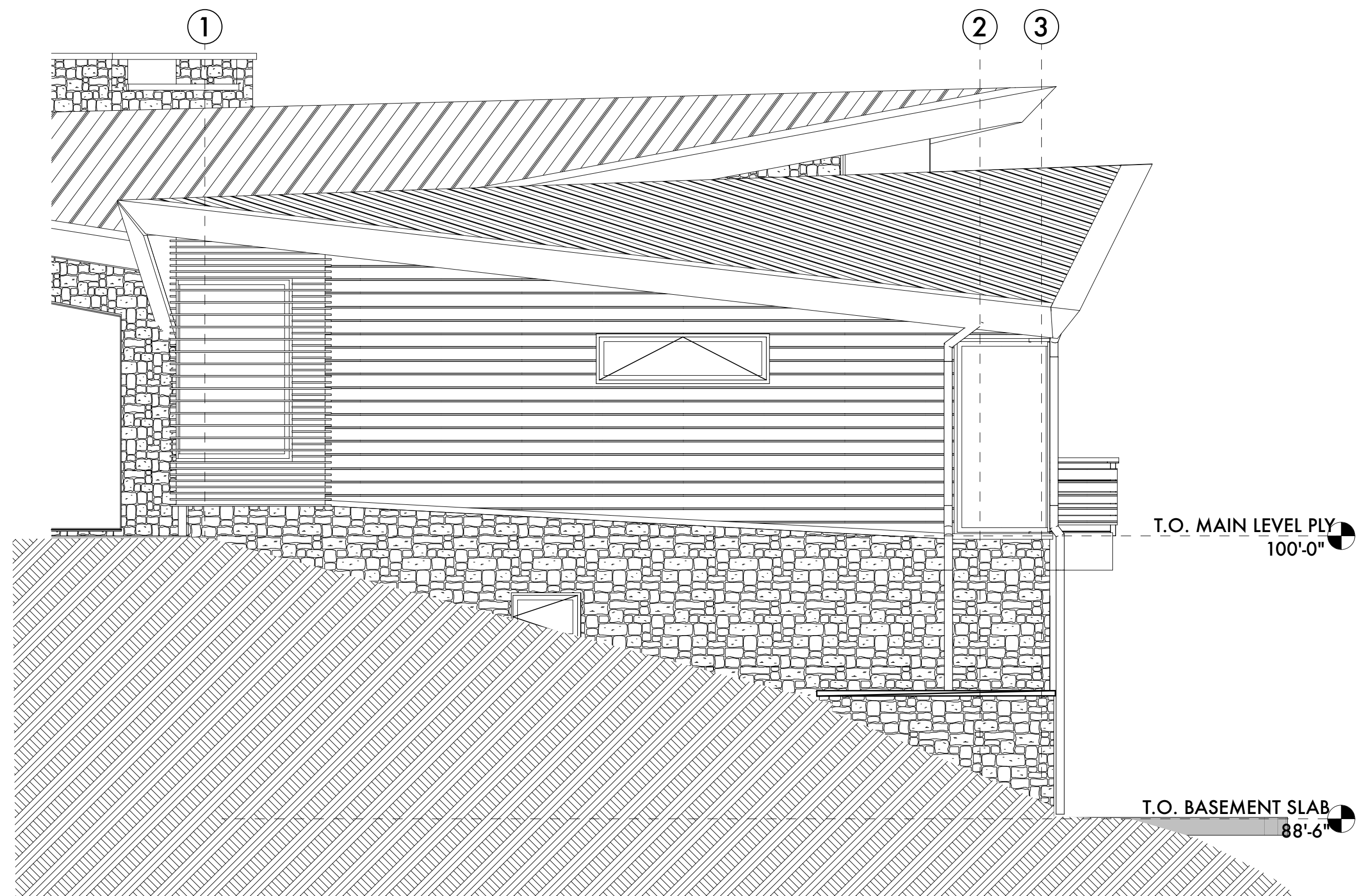
DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/16/19	PROGRESS SET

Scale: AS NOTED
1" = 1' ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

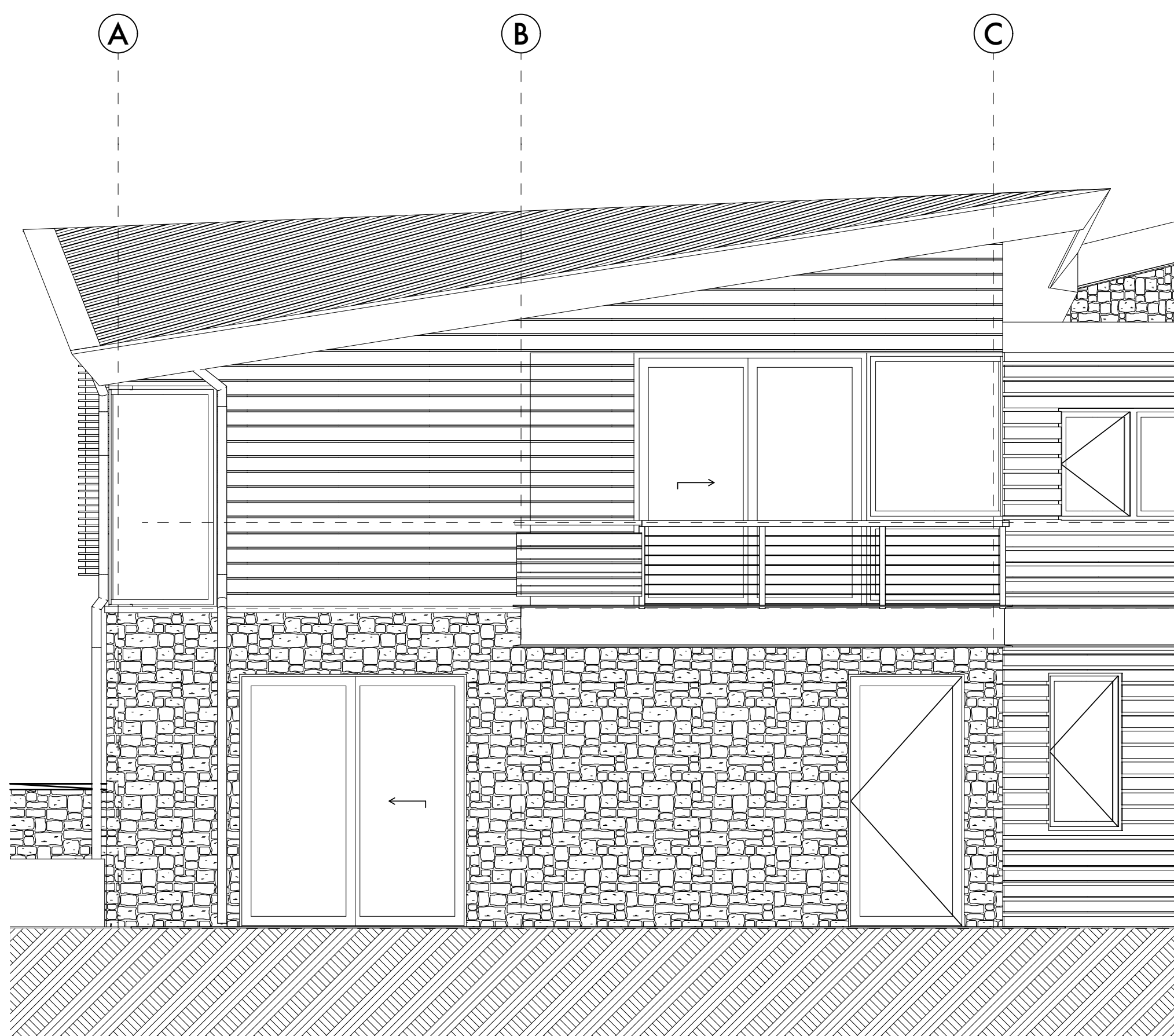
OVERALL ELEVATIONS



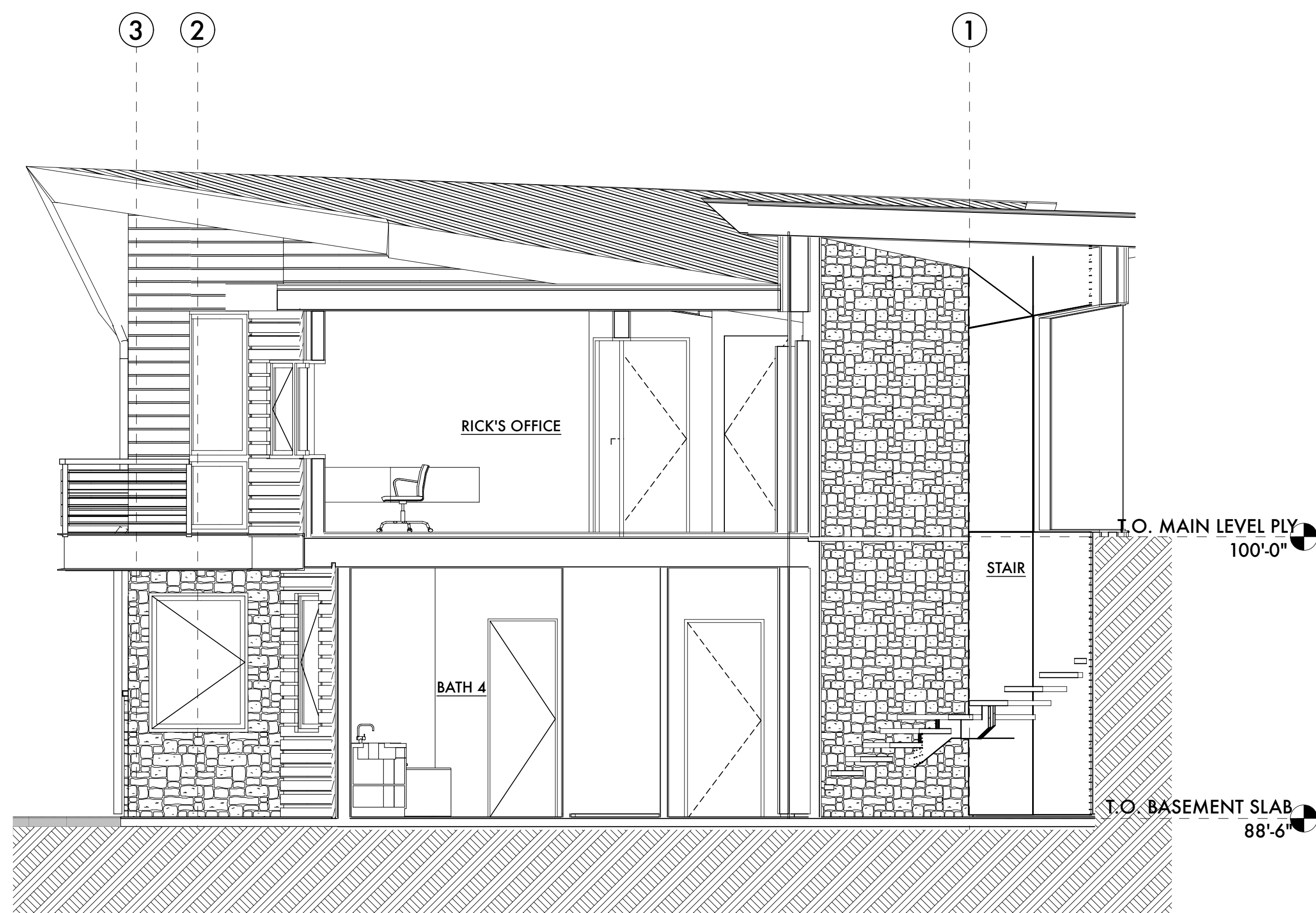
1 BLDG A- WEST ELEVATION
SCALE: 1/4" = 1'-0"



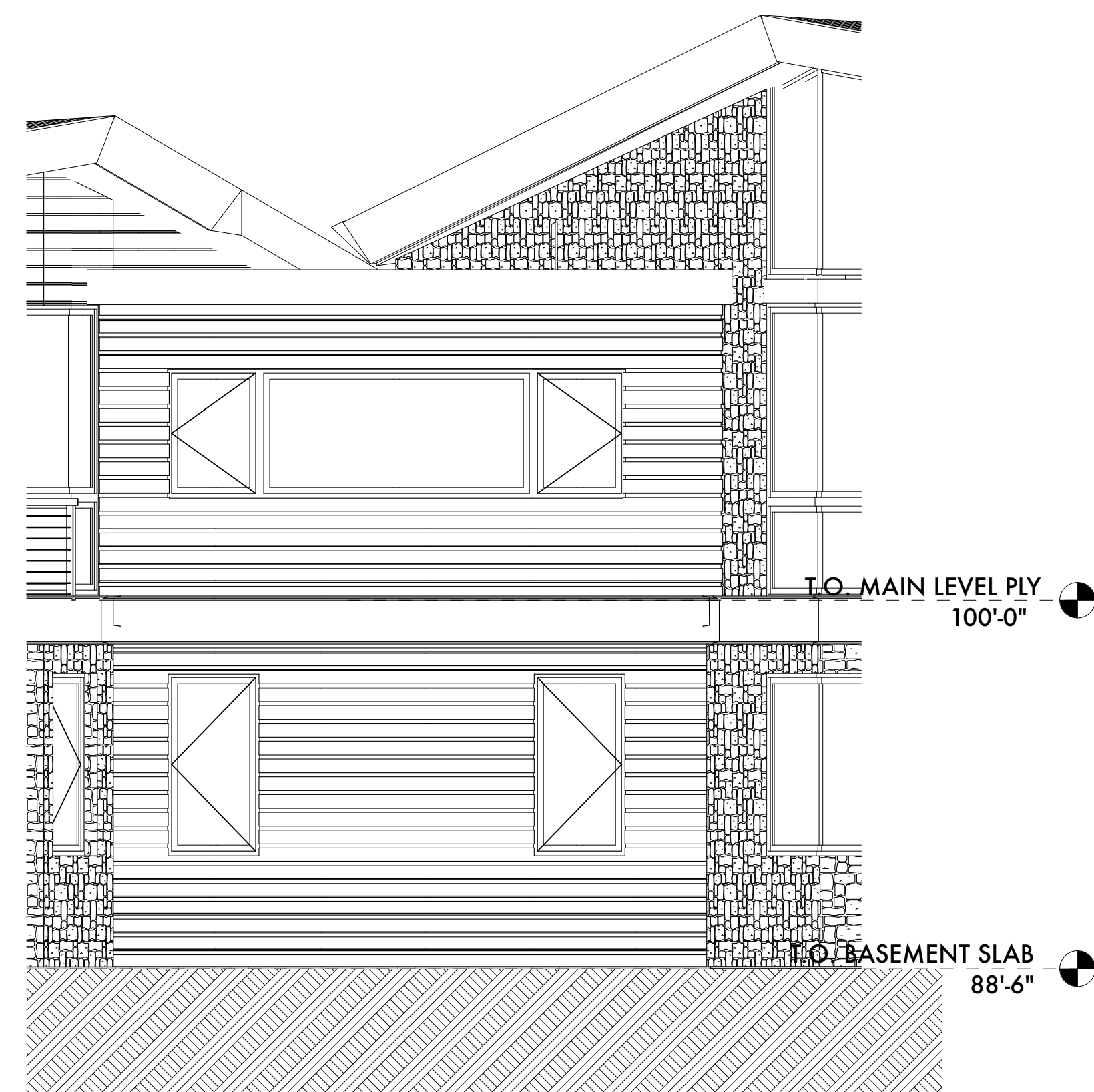
2 BLDG A - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3 BLDG A - EAST ELEVATION
SCALE: 1/4" = 1'-0"



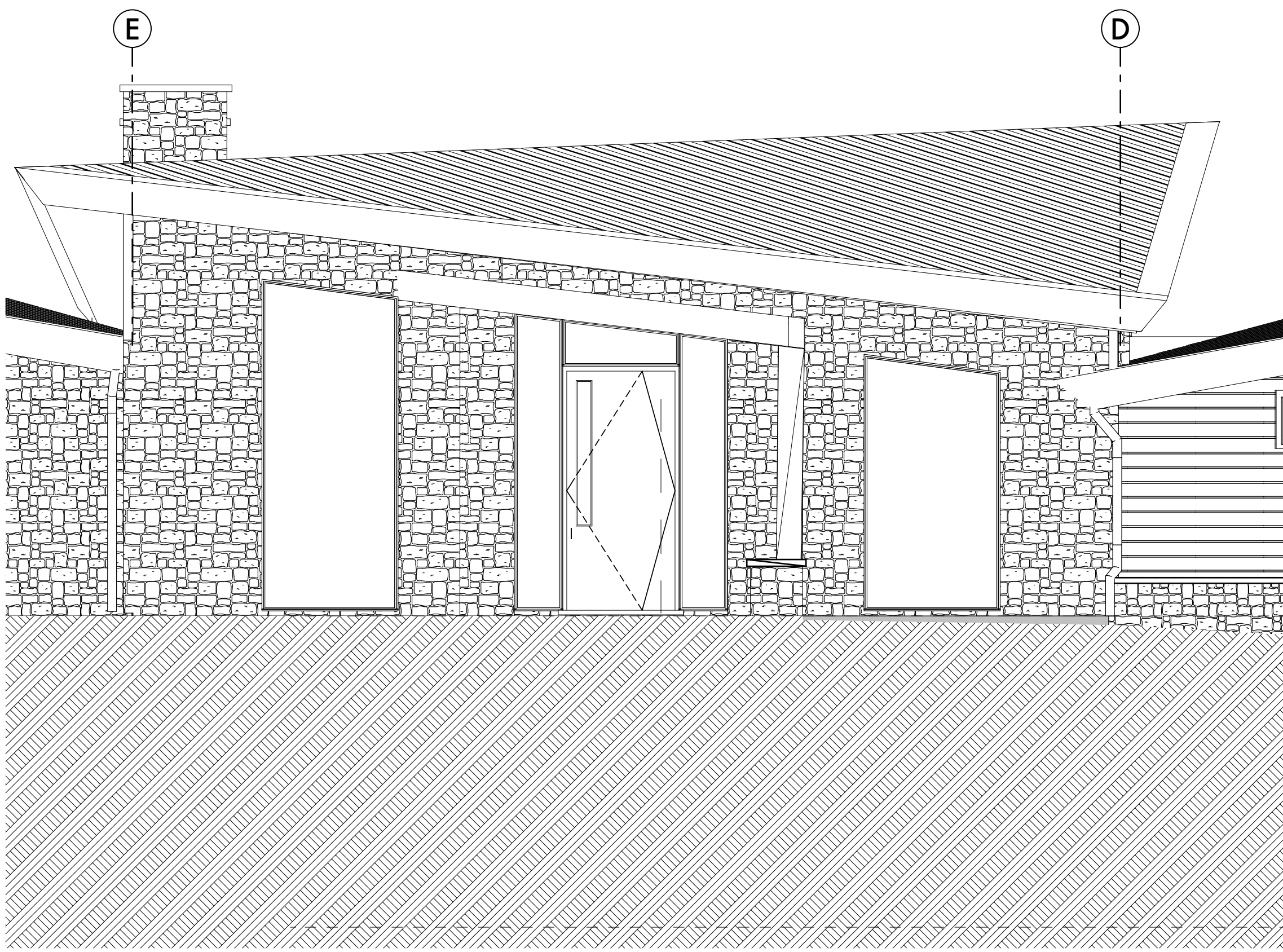
4 BLDG A - SOUTHWEST ELEVATION
SCALE: 1/4" = 1'-0"



5 BLDG A/B - EAST ELEVATION
SCALE: 1/4" = 1'-0"

DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/16/19	PROGRESS SET

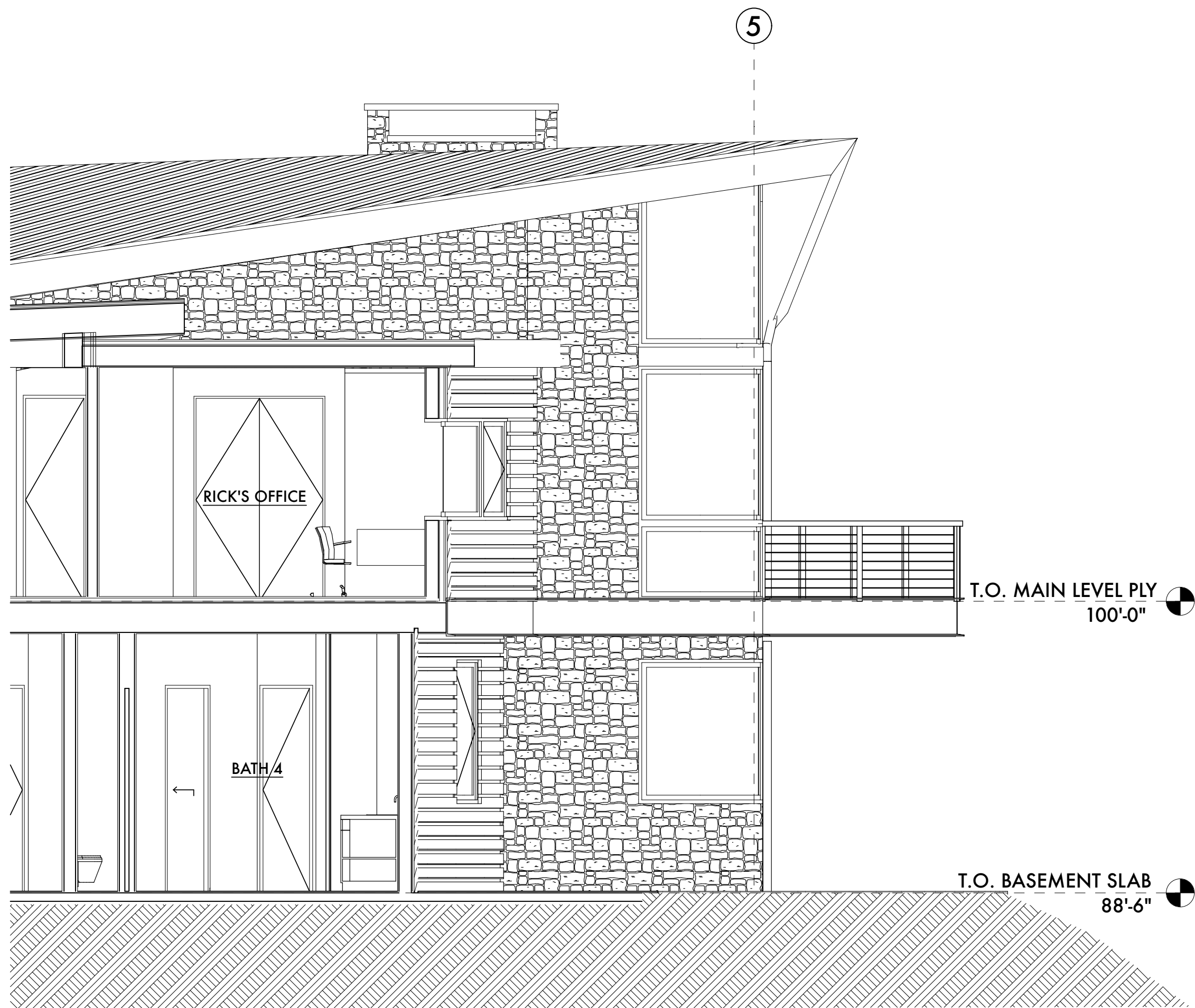
Scale: AS NOTED
1" = ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.



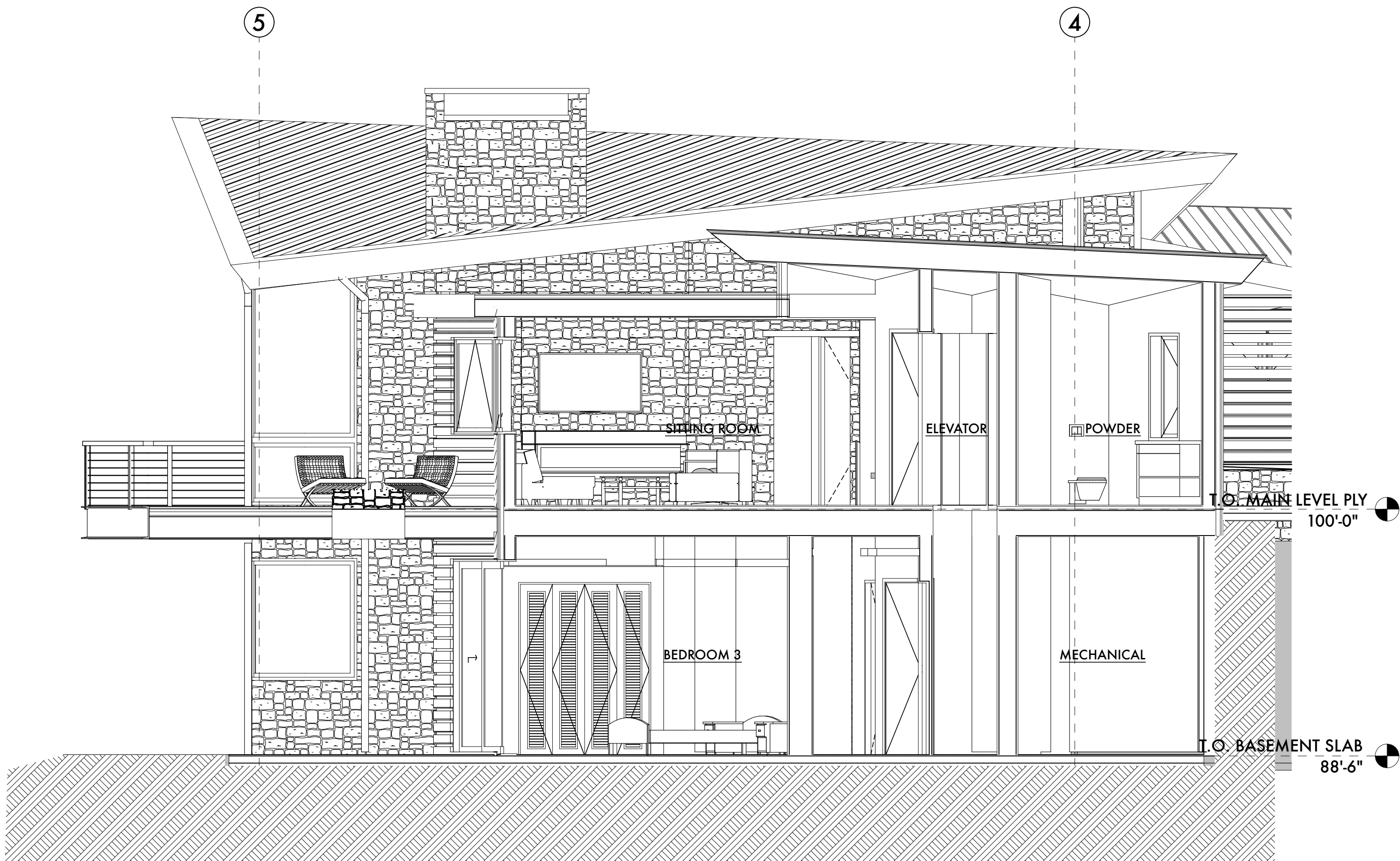
1 BLDG B - SOUTHWEST ELEVATION
SCALE: 1/4" = 1'-0"



2 BLDG B - NORTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



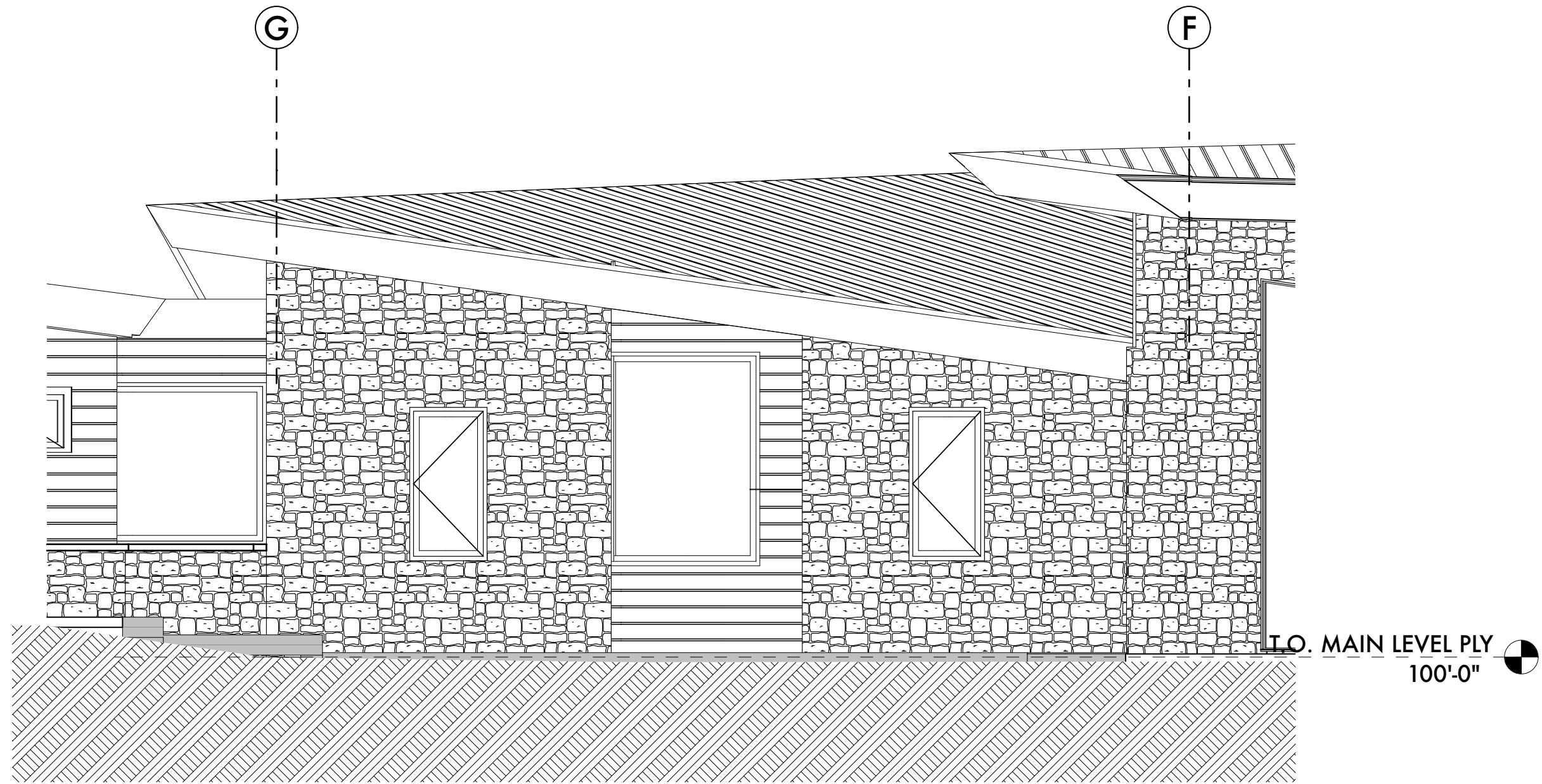
3 BLDG B - SOUTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



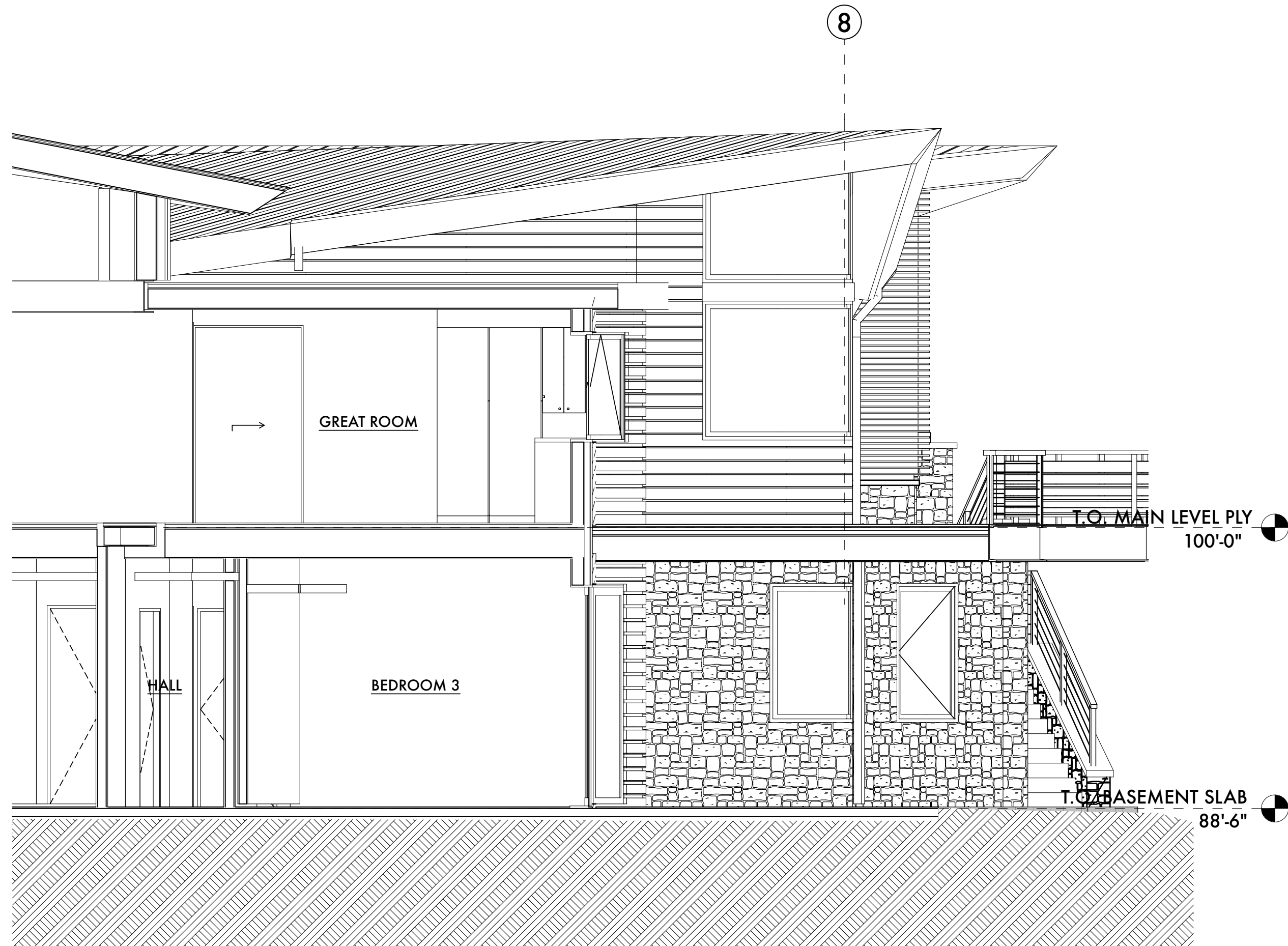
4 BLDG B - NORTHEAST ELEVATION
SCALE: 1/4" = 1'-0"

DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/16/19	PROGRESS SET

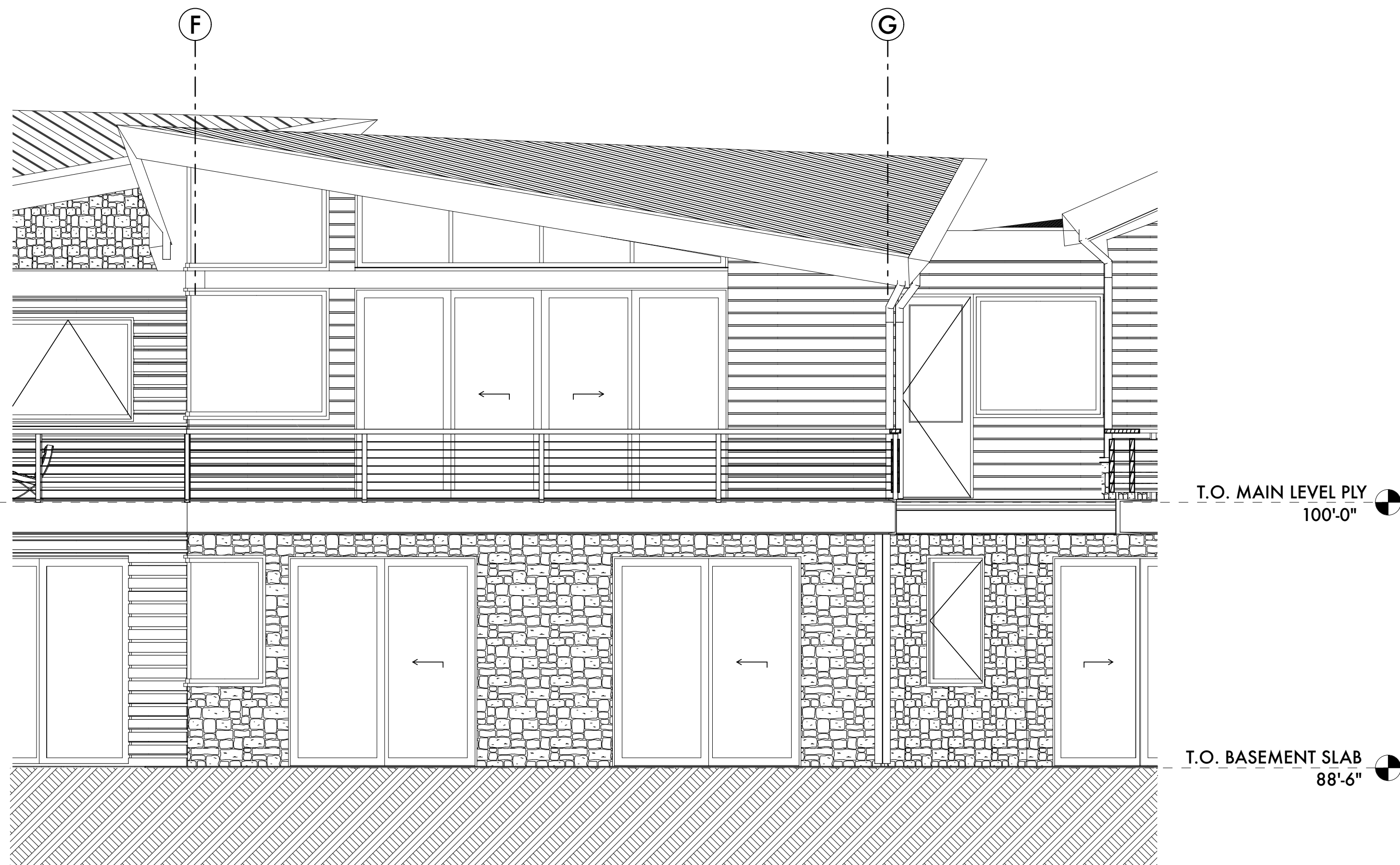
Scale: AS NOTED
1" = 1' ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.



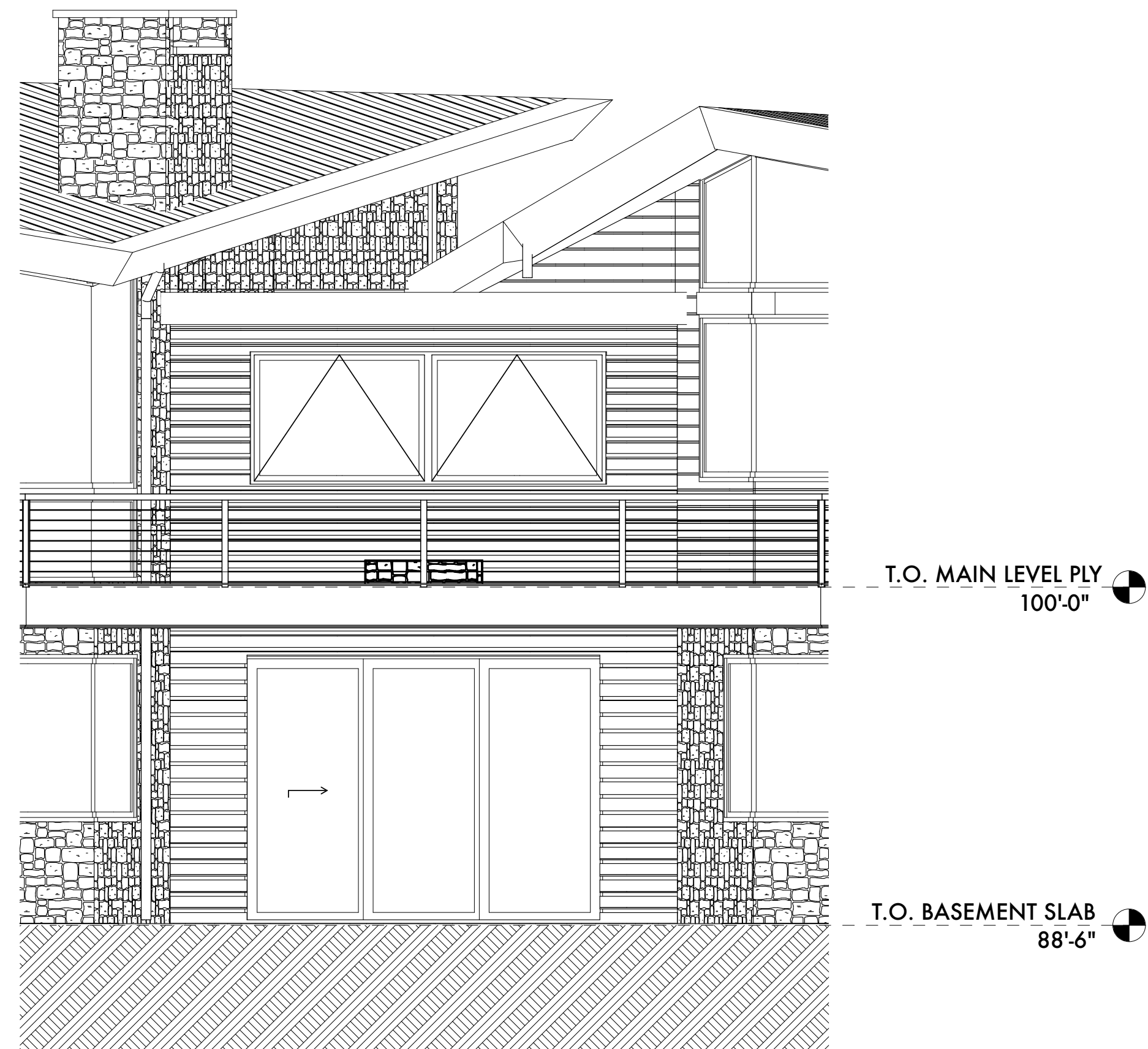
1 BLDG C - SOUTHWEST ELEVATION
SCALE: 1/4" = 1'-0"



2 BLDG C - SOUTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



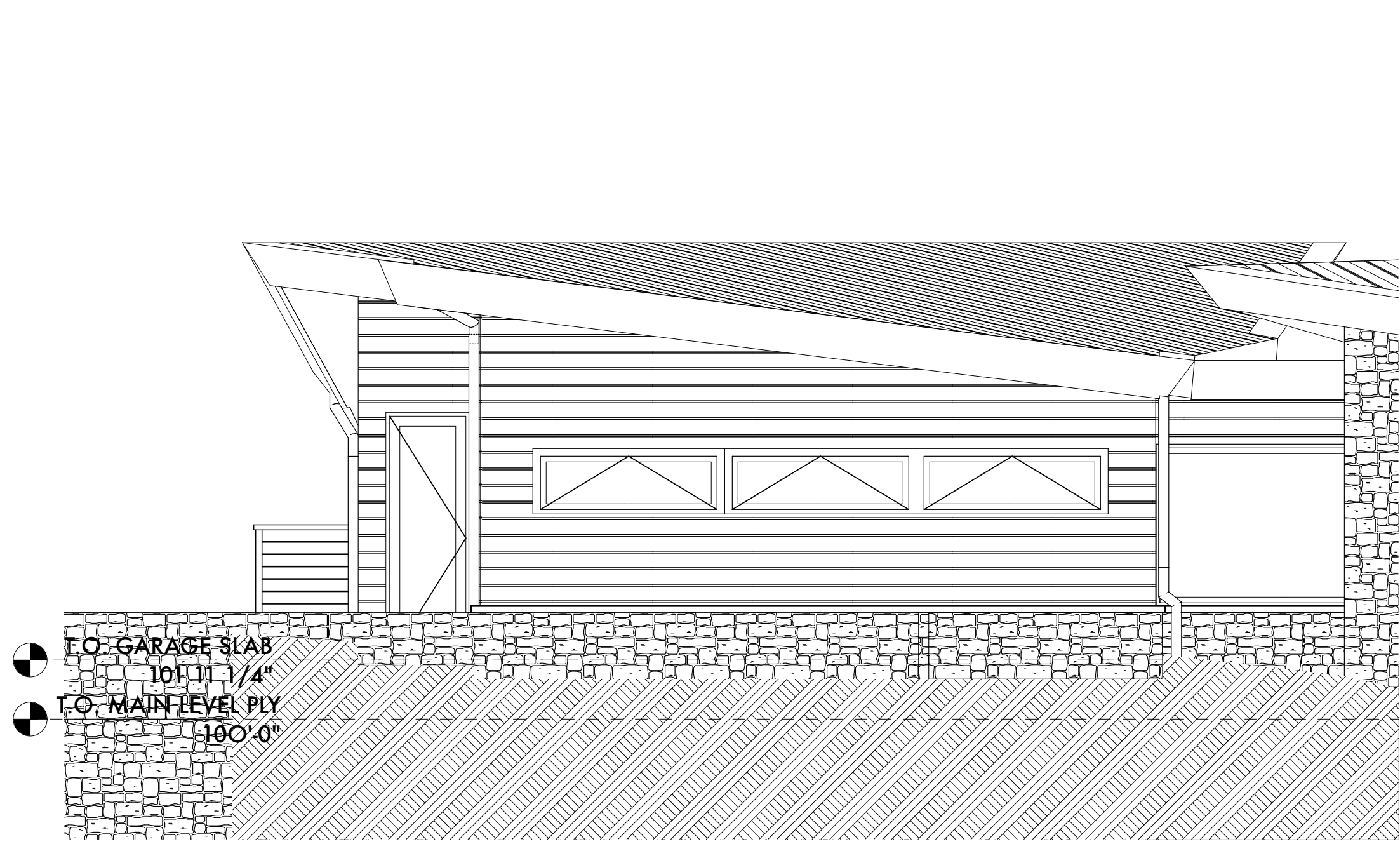
3 BLDG C - NORTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



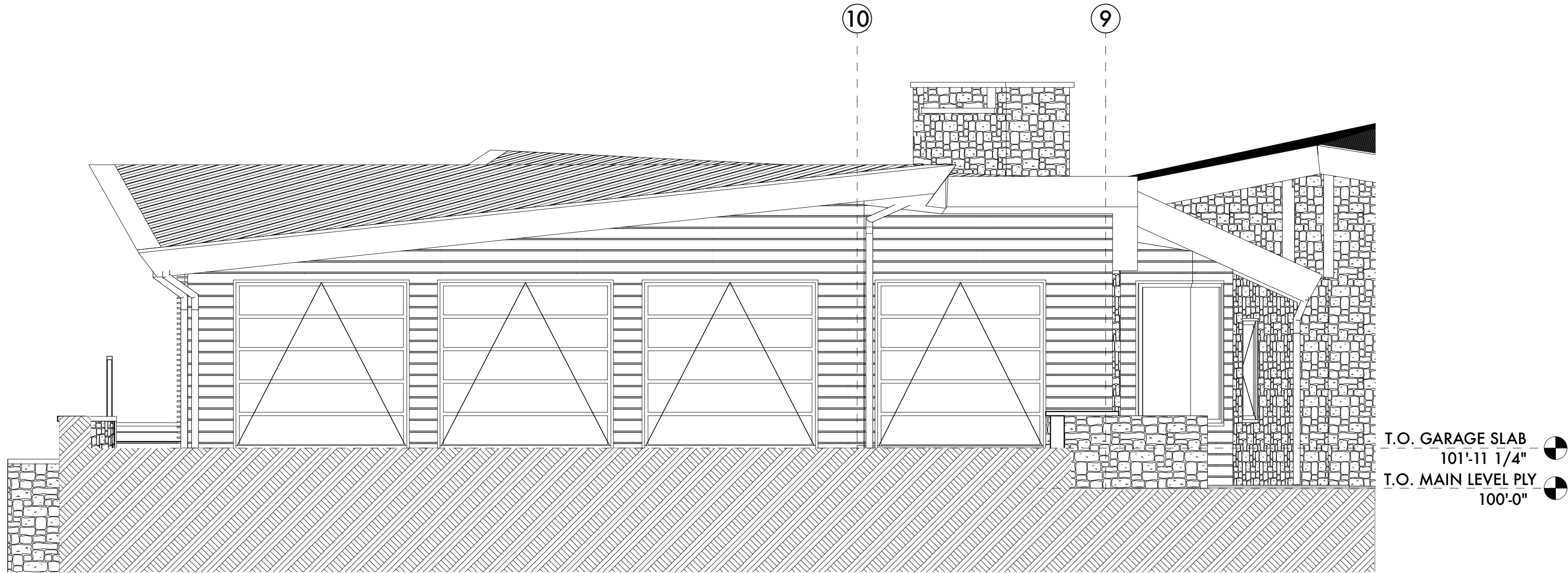
4 BLDG B/C - NORTHEAST ELEVATION
SCALE: 1/4" = 1'-0"

DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/16/19	PROGRESS SET

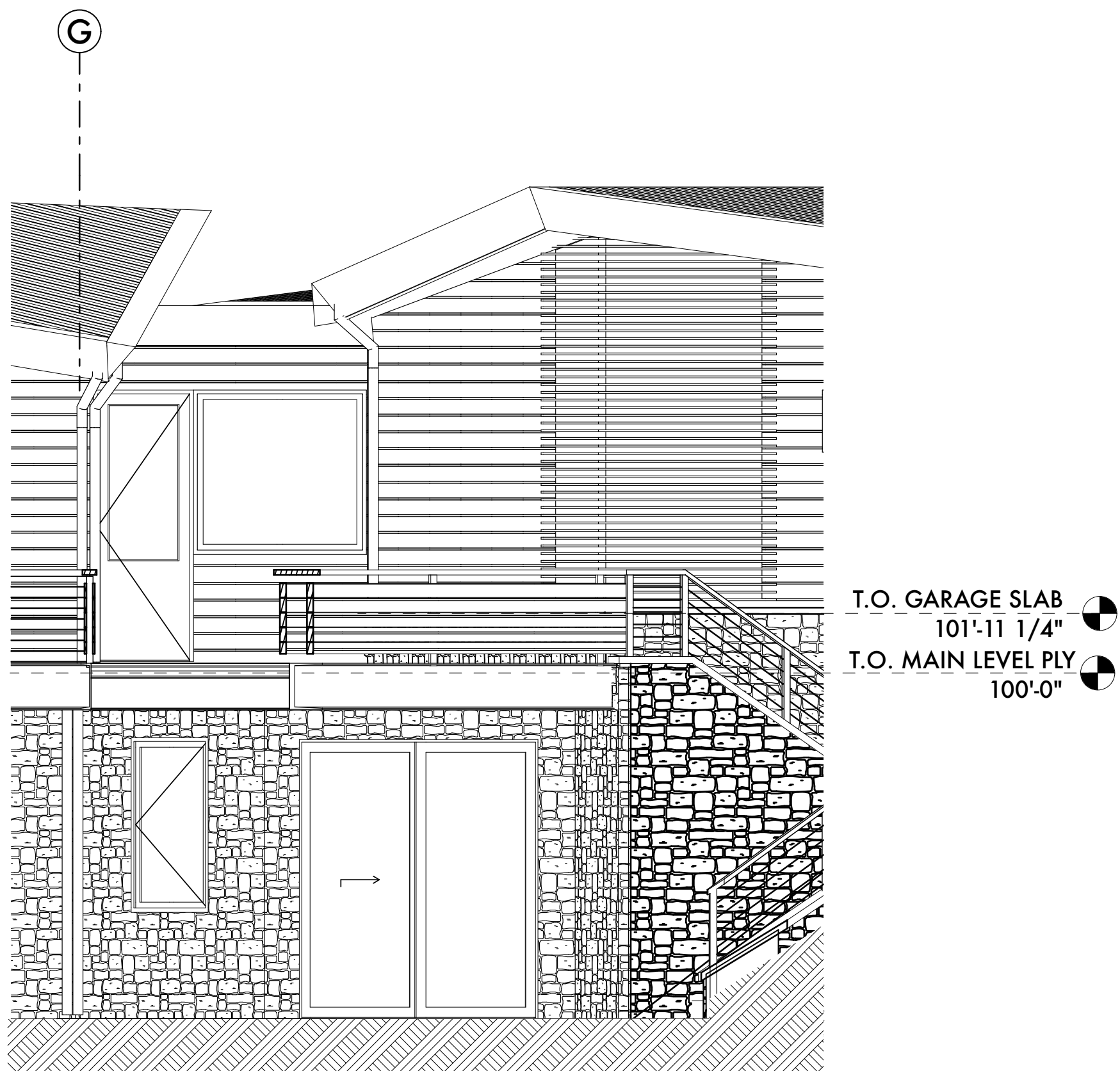
Scale: AS NOTED
1" = 1' ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.



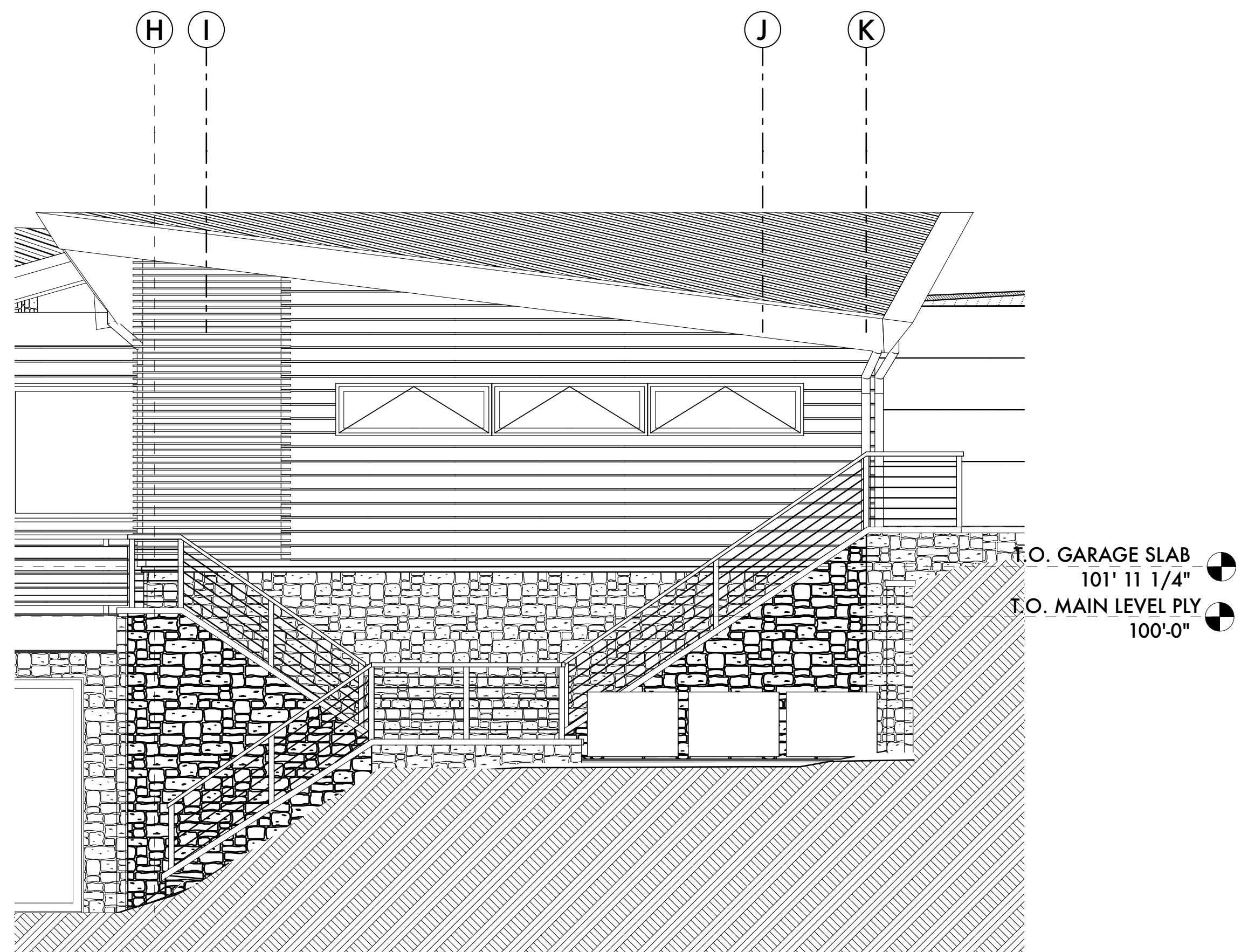
1 BLDG D - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 BLDG D - WEST ELEVATION
SCALE: 1/4" = 1'-0"



3 BLDG C/D - NORTHEAST ELEVATION
SCALE: 1/4" = 1'-0"



4 BLDG D - NORTH ELEVATION
SCALE: 1/4" = 1'-0"

ALL DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED BY THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF KIM RAYMOND ARCHITECTS, INC. AND SHALL NEITHER BE USED ON ANY OTHER WORK NOR BE USED BY ANY OTHER PERSON FOR ANY USE, WHATSOEVER, WITHOUT WRITTEN PERMISSION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED AT THE SITE. ANY DIMENSIONAL DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.

WARK RESIDENCE

PFISTER DRIVE
ASPEN, CO 81611

DATE	ISSUE
1/31/19	MCC PRELIM REVIEW
2/6/19	CONSULT. PROGRESS
2/7/19	RDS SUBMITTAL
2/19/19	CONSULTANT MTG
3/14/19	CONSULT. PROGRESS
5/28/19	PROGRESS SET
7/11/19	DEV ENVELOPE ADJ
7/16/19	PROGRESS SET

Scale: AS NOTED
1" = 1' ACTUAL
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BUILDING D ELEVATIONS



MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Sarah Yoon, Preservation Planner; Community Development

THROUGH: Jennifer Phelan, Interim Community Development Director

MEMO DATE: October 14, 2019

MEETING DATE: October 22, 2019

RE: 616 ½ West Main Street, Unit B Establishment of Transferable Development Rights (TDR); Ordinance No. 22, Series of 2019; PUBLIC HEARING

Applicant:

Barbara Halperin, Alexandra Halperin, and Dan Sadowsky

Representative:

Stan Clauson Associates Inc.

Location:

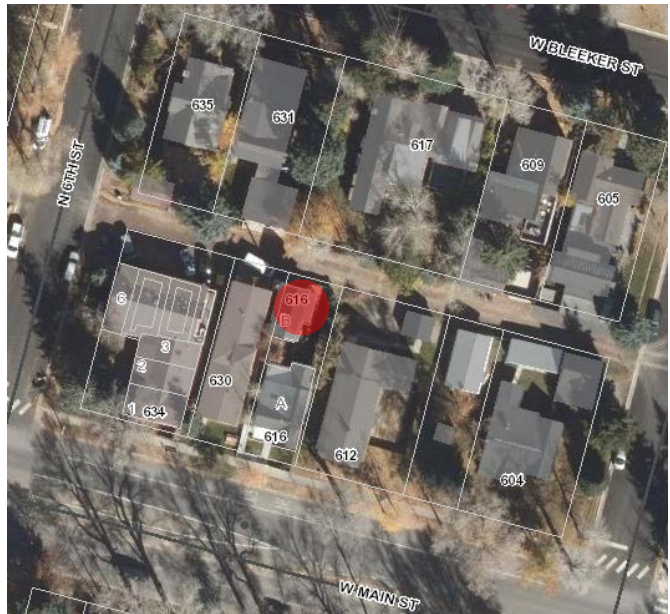
616 ½ West Main Street;
Legally described as Unit B, 616 West Main Condominiums, City of Aspen, County of Pitkin, State of Colorado.

Current Zoning & Use:

Mixed Use (MU); One commercial building and one residence.

Summary: The owners of 616 ½ W. Main Street, Unit B propose to convert unused floor area into three Transferable Development Rights (TDRs).

Staff Recommendation: Staff recommends City Council approve the establishment of up to three TDRs.



Vicinity Map – Aerial Image



616 West Main Street

City Council 1st Reading

On September 9, 2019, City Council heard the request to establish Transferable Development Rights (TDRs) for this site on first reading. At the meeting City Council asked the following questions regarding the request:

1. **Council asked if the receiving site for the TDRs have been identified?** A receiving site has not been identified for this application and is not a requirement for the establishment of TDRs. Once TDRs are granted, the owner may or may not take action to sever the development rights from the property. When the City receives a request to extinguish TDR certificates, a receiving site must be identified and meet all requirements for landing prior to extinguishment.
2. **Council asked if TDRs allow for receiving sites to build beyond maximum FAR?** TDRs allow for properties to exceed the maximum allowed floor area or maximum unit size for multi-family units as permitted by underlying zoning. An increase in floor area is calculated in increments of 250 sf and an increase in net livable area is calculated in increments of 500 sf. Chapter 26.710 (Zone Districts) provides detailed information on how many TDRs may be extinguished on a given property.
3. **Council asked if Unit A and Unit B (applicant) are under the same ownership, if not, do both ownership interests agree to this application?** Units A and B sit on one lot that was condominiumized in 2005 and are currently owned by two different owners. According to the recorded Condominium Declaration, unused floor area for the property was entitled to Unit B. The owner of Unit A is aware of this condition and the request for TDRs as outlined in a consent letter provided in the application.
4. **Council asked for clarification regarding conversion of Unit B, which was once an affordable housing unit, into a free-market unit, and if it was ever rented?** The structure that is now Unit B was once a historic carriage house that was converted into a voluntary ADU in 1996. This deed restriction was not required for mitigation and did not require the owner to rent the unit. In 2005 when the property was condominiumized, the voluntary deed restriction was removed from Unit B and it became a free-market unit, a use allowed by zoning at the time.
5. **Are the TDRs needed to legitimize any aspect of the non-conformities on the property?** Due to changes in the Municipal Code, a commercial use and residential use are no longer allowed together on a single lot in the MU zone district. In the case of 616 W. Main Street, the residential use of Unit B and commercial use of Unit A was approved prior to the code changes, therefore, it is a legally established non-conformity that may remain but may not be expanded. The creation of TDRs is not related to the status of the existing uses on the property; however, the existing square footage of the buildings is less than the total allowable square footage for establishing TDRs (2,400 sf), so the applicant may request TDRs.

REQUEST OF COUNCIL: The Applicant is requesting the following approval from City Council.

- **Transferable Development Rights (Chapter 26.535)** for the establishment of three TDRs, for this historic parcel. The Historic Preservation Commission is a recommending body and Aspen City Council is the final review authority.

SUMMARY AND BACKGROUND: 616 ½ West Main Street, Unit B, is on a historically designated property that qualifies for the preservation benefit to sever unused development rights from the parcel by establishing TDRs in increments of 250 square feet. The applicant proposes to remove most of the remaining residential development rights left on the property in the form of Transferable Development Rights (TDRs). For the purpose of establishing TDRs, the applicant is required to determine the maximum allowable floor area for residential development on the parcel and determine the remaining unused floor area. All calculations must be verified by Zoning prior to the issuance of TDR certificates.

616 ½ West Main is a 3,000 sf lot in the Mixed Use (MU) zone district. The property contains two historic structures: a miner's cottage (Unit A) and an outbuilding (Unit B). Up until 2004, the miner's cottage was approved as a residence and the outbuilding was a voluntary ADU. The Planning and Zoning Commission approved a conditional use, converting the miner's cottage from residential to commercial use¹ along with a parking waiver in 2004. With this approval, the parcel went from a solely residential use to a mixed-use parcel. In 2005 the lot was condominiumized into Unit A (front) and Unit B (rear), the voluntary deed restriction was removed from Unit B and became a free-market unit.

The current Land Use Code outlines the floor area basis for establishing TDRs on a equivalent sized R-6 lot. The maximum floor area for a single-family dwelling on a 3,000 sf for the purposes of creating TDRs is 2,400 sf. According to the as-built survey provided in the application, Units A and B have the following floor area:

- Unit A = 915 square feet

¹ The Community Development Department is currently undertaking enforcement action related to the current use of Unit A as a single-family home, in violation of zoning which limits the site to one residential unit. Unit B is the legally established residence. After consultation with the City Attorney, it was determined that this enforcement issue should not impact Unit B and the owners' rights to submit a land use application.

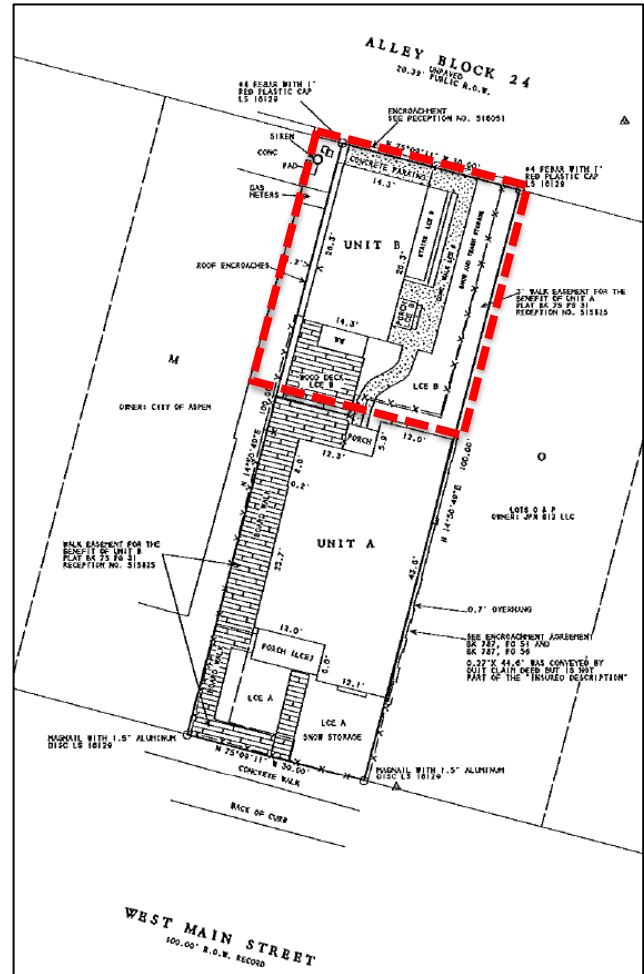


Figure 1 – Site Improvement Survey

- Unit B = 601 square feet
- Total floor area for Units A and B = 1,516 square feet

The remaining floor area that may be converted into TDRs on 616 West Main equals 884 square feet (2,400 sf – 1,516 sf = 884 sf). The applicant requests approval for three TDRs, which will consume all but 134 square feet of allowed development rights on the site.

HPC Meeting Summary

The Historic Preservation Commission (HPC) met on August 14, 2019 to discuss the application for establishing three TDRs. HPC voted unanimously (7-0) in favor of the proposed request. (See Exhibit B for HPC meeting minutes.)

DISCUSSION:

The standard of review for the establishment of TDRs is in Section 26.535.070 of the Land Use Code. The applicant demonstrates the existence of unused development rights exceeding two hundred fifty square feet of floor area on the parcel. Underlying zoning permits the use of single-family residential, and the code allows for TDRs to be calculated using 100% of the maximum allowable floor area. Once the TDRs are created the applicant plans to comply with the required steps of executing and delivering a deed restriction. A draft deed restriction was submitted with the application. In addition, the applicant agrees to disclose information related to the sale, assignment, conveyance or other transfer/change of ownership of the TDRs to the City of Aspen Community Development Department within five days of the transaction. Staff finds the criteria for establishing TDRs are met. (See Exhibit A for review criteria and staff findings.)

FINANCIAL IMPACTS: N/A

ENVIRONMENTAL IMPACTS: N/A

ALTERNATIVES: N/A

RECOMMENDATION:

Staff and the HPC recommend approval of Ordinance No. 22, Series of 2019 on Second Reading.

Recommended Motion

“I move to adopt Ordinance No. 22, Series of 2019.”

CITY MANAGER COMMENTS:

EXHIBITS:

- A – Review Criteria & Staff Findings
- B – HPC Meeting Minutes from August 14, 2019
- C – Land Use Application

**ORDINANCE NO. 22
(SERIES OF 2019)**

AN ORDINANCE OF THE CITY OF ASPEN CITY COUNCIL APPROVING THE ESTABLISHMENT OF TRANSFERABLE DEVELOPMENT RIGHTS FOR THE PROPERTY LOCATED AT 616 ½ WEST MAIN STREET, UNIT B, 616 WEST MAIN CONDOMINIUMS, ACCORDING TO THE CONDOMINIUM MAP OF THE 616 WEST MAIN CONDOMINIUMS RECORDED OCTOBER 6, 2005 UNDER RECEPTION NO. 515825 AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION RECORDED OCTOBER 19, 2005 AS RECEPTION NO. 516418, CITY AND TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

PARCEL ID: 2735-124-44-010

WHEREAS, the Community Development Department received an application from the applicants, Barbara Halperin, Alexandra Halperin, and Dan Sadowsky, represented by Stan Clauson Associates, Inc., for the property located at 616 ½ West Main Street, Unit B, 616 West Main Condominiums, City and Townsite of Aspen, Colorado, requesting approval for the following:

- Transferable Development Rights (TDR) - Chapter 26.535 for the establishment of up to three (3) TDRs, representing unused residential development on this historic parcel.

WHEREAS, the Community Development Department reviewed the proposed application, found that the review standards were met, and recommended in favor of establishing three (3) TDRs for this site; and

WHEREAS, the Historic Preservation Commission reviewed the application on August 14, 2019, during which the recommendations of the Community Development Department were heard by the Historic Preservation Commission (HPC), the Commission recommended in favor of the establishment of up to three (3) TDRs through Resolution #15, Series of 2019, by a vote of seven to zero (7 – 0).

WHEREAS, City Council has reviewed and considered the development proposal under the applicable provisions of the Municipal Code as identified herein, has reviewed and considered the recommendations of the Community Development Director and the Historic Preservation Commission; and,

WHEREAS, on September 9, 2019, the Aspen City Council approved Ordinance No. 22, Series of 2019, on First Reading; and,

WHEREAS, during a duly noticed public hearing on October 8, 2019, the Aspen City Council continued the public hearing to October 22, 2019, approved Ordinance No. 22, Series of 2019, on Second Reading by a ____ to ____ (__ – __) vote, approving the establishment of up to three (3) TDRs; and,

WHEREAS, City Council finds that the development proposal meets or exceeds all the applicable development standards; and,

WHEREAS, the City Council finds that this Ordinance furthers and is necessary for the promotion of public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ASPEN CITY COUNCIL AS FOLLOWS:

Section 1: Transferable Development Rights (TDR)

Pursuant to the findings set forth above, the City Council does hereby authorize the creation of up to three (3) TDRs from the 616 West Main Condominiums with the following conditions:

1. Commencing with the severing of the first TDR from the property, the maximum floor area for the lot to sever TDRs shall be 2,400 square feet minus 250 square feet for each TDR Certificate issued.
2. Upon satisfaction of all requirements, the City and the applicant shall establish a date on which the respective Historic TDR Certificates shall be validated and issued by the City and a deed restriction on the property shall be accepted by the City and filed with the Pitkin County Clerk and Recorder. The property owner may decide when and if, as warranted by the TDR market, the development rights will be converted into certificates and sold.
3. On the mutually agreed upon date, the Mayor of the City of Aspen shall execute and deliver the applicable number of Historic TDR Certificates on the property owner and the property owner shall execute and deliver a deed restriction lessening the available development right of the Sending Site by 250 square feet per TDR together with the appropriate fee for recording the deed restriction with the Pitkin County Clerk and Recorder's Office.
4. All calculations shall be verified by The City prior to the issuance of Historic TDR Certificates.

Section 2: Existing Litigation

This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 3: Severability

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 4: Vested Rights

The development approvals granted herein shall constitute a site-specific development plan vested for a period of three (3) years from the date of issuance of a development order. However, any failure to abide by any of the terms and conditions attendant to this approval shall result in the forfeiture of

said vested property rights. Unless otherwise exempted or extended, failure to properly record all plats and agreements required to be recorded, as specified herein, within 180 days of the effective date of the development order shall also result in the forfeiture of said vested property rights and shall render the development order void within the meaning of Section 26.104.050 (Void permits). Zoning requirements that are not part of the approved site-specific development plan shall not result in the creation of a vested property right.

No later than fourteen (14) days following final approval of all requisite reviews necessary to obtain a development order as set forth in this Ordinance, the City Clerk shall cause to be published in a newspaper of general circulation within the jurisdictional boundaries of the City of Aspen, a notice advising the general public of the approval of a site specific development plan and creation of a vested property right pursuant to this Title. Such notice shall be substantially in the following form:

Notice is hereby given to the general public of the approval of a site specific development plan, and the creation of a vested property right, valid for a period of three (3) years, pursuant to the Land Use Code of the City of Aspen and Title 24, Article 68, Colorado Revised Statutes, pertaining to the following described properties: **616 ½ West Main Street, Unit B.**

Nothing in this approval shall exempt the development order from subsequent reviews and approvals required by this approval of the general rules, regulations and ordinances or the City of Aspen provided that such reviews and approvals are not inconsistent with this approval.

The approval granted hereby shall be subject to all rights of referendum and judicial review; the period of time permitted by law for the exercise of such rights shall not begin to run until the date of publication of the notice of final development approval as required under Section 26.304.070(A). The rights of referendum shall be limited as set forth in the Colorado Constitution and the Aspen Home Rule Charter.

Section 5:

A duly noticed public hearing on this Ordinance was held on the 22nd day of October, 2019 at 5:00 PM in the City Council Chambers, Aspen City Hall, Aspen, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 8th day of October, 2019.

Attest:

Approved as to content:

Linda Manning, City Clerk

Torre, Mayor

FINALLY, adopted, passed and approved this ____ day of _____, 2019.

Approved as to form:

Approved as to content:

James R. True, City Attorney

Torre, Mayor

Attest:

Linda Manning, City Clerk

26.535.070. Standard of Review – Establishment of TDRs

A historic TDR certificate may be established by the Mayor if the City Council, pursuant to adoption of an ordinance, finds all the following standards met:

- A. The sending site is a historic landmark on which the development of a single-family or duplex residence is a permitted use, pursuant to Chapter 26.710, Zone Districts. Properties on which such development is a conditional use shall not be eligible.

Staff Findings: The sending site, 616 ½ W. Main Street, is in the MU zone district which allows for single-family residential use and is a designated historic landmark. Staff finds this criterion is met.

- B. It is demonstrated that the sending site has permitted unbuilt development rights, for either a single-family or duplex home, equaling or exceeding two hundred and fifty (250) square feet of floor area multiplied by the number of historic TDR certificates requested.

Staff Findings: For the purposes of calculating TDRs, the maximum floor area for a single-family home on a 3,000 sf lot is 2,400 sf. The applicant has provided an as-built survey indicating that 884 sf of unbuilt floor area remains on this lot, which will result in a total of three TDRs and 134 sf remaining. All calculations will be verified prior to issuance. Staff finds this criterion is met.

- C. It is demonstrated that the establishment of TDR certificates will not create a nonconformity. In cases where a nonconformity already exists, the action shall not increase the specific nonconformity.

Staff Findings: Currently, there are two uses (commercial and residential) on this lot which is no longer permitted by the Land Use Code. This is a legally established non-conformity, and the establishment of TDR certificates will not increase this existing non-conformity. Staff finds this criterion is met.

- D. The analysis of unbuilt development right shall only include the actual built development, any approved development order, the allowable development right prescribed by zoning for a single-family or duplex residence, and shall not include the potential of the sending site to gain floor area bonuses, exemptions or similar potential development incentives. Properties in the MU Zone District which do not currently contain a single-family home or duplex established prior to the adoption of Ordinance #7, Series of 2005, shall be permitted to base the calculation of TDRs on 100% of the allowable floor area on an equivalent-sized lot in the R-6 zone district. This is only for the purpose of creating TDRs and does not permit the on-site development of 100% of the allowable floor area on an equivalent-sized lot in the R-6 zone district. If the additional 20% of allowable floor area exceeds 500 square feet, the applicant may not request a floor area bonus from HPC at any time in the future. Any development order

to develop floor area, beyond that remaining legally connected to the property after establishment of TDR Certificates, shall be considered null and void.

Staff Findings: This criterion allows for properties in the MU zone district to calculate TDRs by using 100% of the allowable floor area for a single-family home. The applicant is calculating 2,400 sf as the maximum allowable floor area for the lot. Staff finds that this criterion is met.

- E. The proposed deed restriction permanently restricts the maximum development of the property (the sending site) to an allowable floor area not exceeding the allowance for a single-family or duplex residence minus two hundred and fifty (250) square feet of floor area multiplied by the number of historic TDR certificates established.

For properties with multiple or unlimited floor areas for certain types of allowed uses, the maximum development of the property, independent of the established property use, shall be the floor area of a single-family or duplex residence (whichever is permitted) minus two hundred fifty (250) square feet of floor area multiplies by the number of historic TDR certificates established.

The deed restriction shall not stipulate an absolute floor area, but shall stipulate a square footage reduction from the allowable floor area for a single-family or duplex residence, as may be amended from time to time. The sending site shall remain eligible for certain floor area incentives and/or exemptions as may be authorized by the City Land Use Code, as may be amended from time to time. The form of the deed restriction shall be acceptable to the City Attorney.

Staff Findings: The applicant has provided a draft deed restriction in the application, as required. TDR certificates are established in increments of 250 sf. All documents shall be reviewed by the City Attorney prior to execution. Staff finds this criterion is met.

- F. A real estate closing has been scheduled at which, upon satisfaction of all relevant requirements, the City shall execute and deliver the applicable number of historic TDR certificates to the sending site property owner and that property owner shall execute and deliver a deed restriction lessening the available development right of the subject property together with the appropriate fee for recording the deed restriction with the County Clerk and Recorder's office.

Staff Findings: This is a mandatory process that the applicant has acknowledged and agreed to pursue. Staff finds this criterion is met.

- G. It shall be the responsibility of the sending site property owner to provide building plans and a zoning analysis of the sending site to the satisfaction of the Community Development Director. Certain review fees may be required for the confirmation of built floor area.

Staff Findings: The applicant has provided the needed plans and analysis to review the application. The as-built survey indicates that 884 sf of unbuilt floor

area remains on this lot. Final calculations shall be reviewed by The City prior to the issuance of the TDR certificates. Staff finds this criterion is met.

- H. The sale, assignment, conveyance or other transfer or change in ownership of transferable development rights certificates shall be recorded in the real estate records of the Pitkin County Clerk and Recorder and must be reported by the grantor to the City of Aspen Community Development Department within five (5) days of such transfer. The report of such transfer shall disclose the certificate number, the grantor, the grantee and the total value of the consideration paid for the certificate. Failure to timely or accurately report such transfer shall not render the transferable development right certificate void.

Staff Findings: This is a mandatory process that the applicant has acknowledged and agreed to pursue. Staff finds this criterion is met.

- I. TDR certificates may be issued at the pace preferred by the property owner.

Staff Findings: n/a

- J. City Council may find that the creation of TDRs is not the best preservation solution for the affected historic resource and deny the application to create TDRs. HPC shall provide Council with a recommendation.

Staff Findings: The applicant's request to establish TDRs from this site has been reviewed by staff and the HPC. A recommendation in favor of establishing up to three TDRs has been provided to City Council, and the applicant understands that City Council is the final authority for granting TDRs.

There is an opportunity to do something here in town and he supports this as a project and as a fan. He wishes them well on it.

Ms. Greenwood said this is surreal and it's truly the right home. She congratulated the applicants.

MOTION: Mr. Lai motioned to approve resolution #14 with the addition of condition #9, Mr. Moyer seconded.

Roll call vote: Mr. Kendrick, yes; Mr. Halferty, yes; Mr. Blach, yes; Ms. Greenwood, yes; Mr. Moyer, yes; Mr. Lai, yes; Ms. Thompson, yes.

Mr. Lai is project monitor.

NEW BUSINESS: 616 ½ W. Main Street B

Sarah Yoon

Ms. Yoon said this is for the establishment of TDR's. There are two units on this lot. The owner of unit B is present today. According to this documentation, the rights have been awarded to unit B, which is the legally established single home on the property. There is an active current undertaking of an enforcement action on unit A, which is the Victorian in front. We have been given direction that this enforcement action doesn't have any impact on this application. TDR's are a way of taking development rights and removing them from the property. We encourage this because it does not increase mass and scale on the site. This property is located in the mixed-use zone district and there is a 20% deduction relating to calculating floor area. We have amended this so that the TDR's can be calculated with the 100% floor area numbers. The applicant can request three TDR's for this property. In terms of the criteria for the TDR's, all criteria have been met. Staff is in favor of awarding the TDR's and ultimately, city council is in control of awarding the TDR's.

APPLICANT PRESENTATION: Alex Halperin, owner and Patrick Rawley of Stan Clauson Associates
Mr. Rawley showed the two units as a visual aid. He showed how the two units were established along with the floor areas calculations on screen. We can't have a fraction of a TDR, so we are asking for three. The program enables standard market forces.

Ms. Greenwood said there are no questions and she doesn't have any issue with this. Mr. Moyer agreed and said he has no questions. Ms. Thompson noted that the existing floor area calculations aren't done correctly for the lower level. She questioned how they are measured. Ms. Simon said they will have to be proofed and have a little leeway for now.

MOTION: Mr. Blach motioned to approve, Ms. Thompson seconded. All in favor, motion carried.

MOTION: Mr. Halferty motioned to adjourn, Mr. Moyer seconded. All in favor, motion carried at 6:08 p.m.

Nicole Henning, Deputy City Clerk

Land Use Application

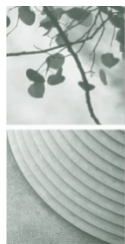
616½ W. Main Street -Unit B

18 May 2018

A land use application to establish City of Aspen Historic Transferrable Development Rights



Represented By:



STAN CLAUSON ASSOCIATES INC
landscape architecture. planning. resort design

412 North Mill Street Aspen, Colorado 81611 t. 970/925-2323 f. 970/920-1628
info@scaplanning.com www.scaplanning.com

TABLE OF CONTENTS

- Project Overview and Code Response
- Attachment 2 – Completed Land Use Application Form
- Attachment 3 – Vicinity Map and Property Description
- Attachment 4 – Improvement Survey
- Attachment 5 – Floor Plans and Area Calculations of Existing Units A & B
- Attachment 6 – Letters of Authorization
- Attachment 7 – Affidavit from Sending Site Property Owner Acknowledging Matters
Associated with the creation of TDRs
- Attachment 8 – Proof of Ownership
- Attachment 9 – Draft Deed Restriction
- Attachment 10 – HOA Compliance Form
- Attachment 11 – List of Property Owners within 300 feet
- Attachment 12 – Pre-Application Conference Summary

Halperin & Halperin, LLC
52 Larkspur Drive
Basalt, CO 81623
d.sadowsky@comcast.net

Ms. Amy Simon
Historic Preservation Officer
City of Aspen Community Development Department
130 S. Galena Street, 3rd Floor
Aspen, CO 81611

RE: 616 ½ W. Main Street / Creation of TDRs Utilizing Newly Enacted Land Use Code

Dear Amy:

In connection with the land use application dated 18 May 2018 for the establishment of City of Aspen Historic Transferrable Development Rights (TDRs), Barbara Halperin, Alex Halperin and Dan Sadowsky, members of Halperin & Halperin, LLC, applicants and owners of Unit B, 616 1/2 W. Main, formally consent to utilizing the newly enacted code provisions governing the establishment of Transferable Development Rights.

The revised code provisions relating to the establishment of TDRs were included in Ordinance #6, Series of 2019 that adopted amendments to the City of Aspen Historic Preservation benefits. Specifically, among other measures, Council approved relief from the 20% floor area penalty for new residential development for properties located in the Mixed Use (MU) zone district when TDRs are contemplated to be established.

Utilizing the newly enacted code enables a total of three (3) TDRs to be created from the unused floor area available to the parcel containing Unit B. We understand that we will need to appear before the Historic Preservation Commission to receive a recommendation on the establishment of TDRs which would be forward to Council for final a determination on the matter.

Please call with any questions.

Yours truly,



Barbara Halperin
Member, Halperin & Halperin, LLC

Alex Halperin
Member, Halperin & Halperin, LLC

Dan Sadowsky
Member, Halperin & Halperin, LLC

Halperin & Halperin, LLC
52 Larkspur Drive
Basalt, CO 81623
d.sadowsky@comcast.net

Ms. Amy Simon
Historic Preservation Officer
City of Aspen Community Development Department
130 S. Galena Street, 3rd Floor
Aspen, CO 81611

RE: 616 1/2 W. Main Street / Creation of TDRs Utilizing Newly Enacted Land Use Code

Dear Amy:

In connection with the land use application dated 18 May 2018 for the establishment of City of Aspen Historic Transferrable Development Rights (TDRs), Barbara Halperin, Alex Halperin and Dan Sadowsky, members of Halperin & Halperin, LLC, applicants and owners of Unit B, 616 1/2 W. Main, formally consent to utilizing the newly enacted code provisions governing the establishment of Transferable Development Rights.


The revised code provisions relating to the establishment of TDRs were included in Ordinance #6, Series of 2019 that adopted amendments to the City of Aspen Historic Preservation benefits. Specifically, among other measures, Council approved relief from the 20% floor area penalty for new residential development for properties located in the Mixed Use (MU) zone district when TDRs are contemplated to be established.

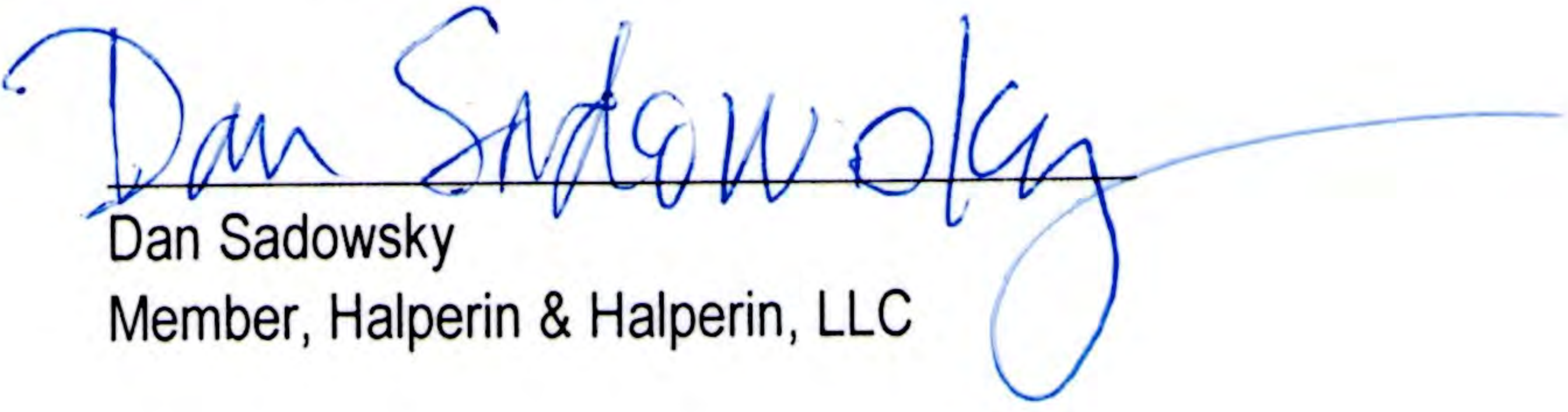
Utilizing the newly enacted code enables a total of three (3) TDRs to be created from the unused floor area available to the parcel containing Unit B. We understand that we will need to appear before the Historic Preservation Commission to receive a recommendation on the establishment of TDRs which would be forward to Council for final a determination on the matter.

Please call with any questions.

Yours truly,

Barbara Halperin
Member, Halperin & Halperin, LLC


Alex Halperin
Member, Halperin & Halperin, LLC


Dan Sadowsky
Member, Halperin & Halperin, LLC

PROJECT OVERVIEW

Barbara L. Halperin, Alexandra D. Halperin, and Dan Sadowsky, owners of 616½ W Main, Unit B (the “Applicants”) submit this application for the Establishment of Historic Transferable Development Rights (TDRs). The landmarked parcel, located at 616 W. Main Street, contains two (2) historic structures identified as Units A & B (the “Property”). This application is submitted in conformance with the pre-application conference summary dated 2 May 2018.

The Property, which contains 3,000 SF, is located in the Mixed Use (MU) zone district of the City of Aspen. Total allowable floor area for the parcel is calculated to be 2,400 SF. Currently, based on area measurements prepared by True Dimensions, Unit A contains 912 SF of floor area and Unit B contains 601 SF of floor area. Total existing floor area is therefore calculated to be 1,513 SF. Based on these measurements, the Property has 887 SF of unused floor area. The Applicants wish to use 750 SF of the 887 SF to create three (3) TDRs.

Units A and B are subject to the Condominium Declaration of 616 West Main Condominium, recorded at reception number 516418 in the Pitkin County Clerk and Records office. Pursuant to the Condominium Declarations, Unit B is entitled to have use of all of the unused floor area. The Applicant wishes to utilize the 750 SF of the unused floor area, allocated by Condominium Declaration to Unit B, to create the three (3) TDRs. The Condominium Declarations are sufficiently clear on the allocation of floor area for the condominium that the Applicants do not believe that the owner of Unit A is required to consent to the submission of this application.

In an unrelated matter which does not impact the creation of TDRs, during the preparation of the pre-application conference summary, staff identified a possible zoning violation concerning the Unit A use as a residential property when it was last approved for a commercial use. Irrespective of this possible use violation, the commercial designation of Unit A creates a non-conformity under the most recent land use code changes affecting the Mixed-Use (MU) zone district. Under the current code, commercial and residential can no longer exist on the same parcel in the Mixed-Use zone district. The creation of TDRs will not increase this nonconformity. Staff has provided that in processing this application, the City has not waived any right to continue to pursue the zoning enforcement matter with respect to Unit A.

We look forward to working with the staff and presenting this application to City Council.

Land Use Code Response

26.535.070 Review criteria for establishment of a historic transferable development right A historic TDR certificate.

A. The sending site is a historic landmark or property identified on the AspenModern Map, on which the development of a single-family or duplex residence is a permitted use, pursuant to Chapter 26.710, Zone Districts. Properties on which such development is a conditional use shall not be eligible.

The Property is identified as a historic landmark according to the Inventory of Historic Sites and Structures. The Property is also identified and discussed on the Aspen Victorian list. The current use of Unit B, the unit from which the TDRs will be derived, is not a conditional use.

B. It is demonstrated that the sending site has permitted unbuilt development rights, for either a single-family or duplex home, equaling or exceeding two hundred and fifty (250) square feet of floor area multiplied by the number of historic TDR certificates requested.

The sending site maintains unbuilt development rights equaling 887 SF of floor area.

C. It is demonstrated that the establishment of TDR certificates will not create a nonconformity. In cases where a nonconformity already exists, the action shall not increase the specific nonconformity.

The establishment of TDR Certificates will not create a nonconformity. As previously provided, Unit A is zoned commercial and recent code updates have prohibited commercial and residential uses on the same parcel. Therefore, the Property is considered a pre-existing non-conformity as to use. The creation of TDRs will not increase this non-conformity.

D. The analysis of unbuilt development right shall only include the actual built development, any approved development order, the allowable development right prescribed by zoning for a single-family or duplex residence, and shall not include the potential of the sending site to gain floor area bonuses, exemptions or similar potential development incentives.

The analysis of unbuilt development rights has only included actual built development. No approved development order exists. No additional incentives have been factored into the analysis of available floor area.

E. Any development order to develop floor area, beyond that remaining legally connected to the property after establishment of TDR Certificates, shall be considered null and void.

No development order exists to develop floor area beyond that which remains legally connected to the property after the establishment of any TDR Certificates.

F. The proposed deed restriction permanently restricts the maximum development of the property (the sending site) to an allowable floor area not exceeding the allowance for a single-family or duplex residence minus two hundred and fifty (250) square feet of floor area multiplied by the number of historic TDR certificates established.

The Applicants understand that the allowable floor area for the Property is reduced by 750 SF of floor area, an amount commensurate with the creation of three (3) TDRs. The Applicants also understand that, following the creation of the TDRs, should unused floor area be available, current and future owners of Unit B may be able to utilize this unused floor area pursuant to applicable land use code provisions and residential design standards.

G. A real estate closing has been scheduled at which, upon satisfaction of all relevant requirements, the City shall execute and deliver the applicable number of historic TDR certificates to the sending site property owner and that property owner shall execute and deliver a deed restriction lessening the available development right of the subject property together with the appropriate fee for recording the deed restriction with the County Clerk and Recorder's office.

The Applicants understand and will comply with all relevant requirements in connection with the creation of the three (3) TDR certificates. Specifically, the Applicants understand that a deed restriction lessening the available development rights of the Property will be executed by the Applicants and the City and that the deed restriction will be recorded with the Pitkin County Clerk and Recorder.

H. It shall be the responsibility of the sending site property owner to provide building plans and a zoning analysis of the sending site to the satisfaction of the Community Development Director. Certain review fees may be required for the confirmation of built floor area.

The Applicants have engaged Stan Clauson Associates, Inc. to prepare a zoning analysis of the Property and have provided as-built building plans prepared, by True Dimensions, that will be utilized by staff to confirm unbuilt floor area.

I. The sale, assignment, conveyance or other transfer or change in ownership of transferable development rights certificates shall be recorded in the real estate records of the Pitkin County Clerk and Recorder and must be reported by the grantor to the City of Aspen Community Development Department within five (5) days of such transfer. The report of such transfer shall disclose the certificate number, the grantor, the grantee and the total value of the consideration paid for the certificate. Failure to timely or accurately report such transfer shall not render the transferable development right certificate void.

The Applicants understand that any sale, assignment, conveyance or other transfer or change in ownership of the TDRs created in connection with the land use application, for as long as the Applicants are the grantors of the TDRs, will be recorded in the real estate records of the Pitkin County Clerk and Recorder. Moreover, the Applicants understand that any such sale, assignment, conveyance or other transfer or change in ownership of the TDRs created in connection with the land use application will be reported by the Applicants, for as long as the Applicants are the grantors of the TDRs, to the City of Aspen Community Development Department within five (5) days of such transfer. The report of such transfer will disclose the certificate number, the grantor, the grantee and the total value of the consideration paid for the certificate.

ATTACHMENT 2 –LAND USE APPLICATION

PROJECT:

Name:	Unit B- 616½ W. Main Street
Location:	616½ W. Main Street
	(Indicate street address, lot & block number, legal description where appropriate)
Parcel ID # (REQUIRED)	273512444010

APPLICANT:

Name:	Halperin + Halperin, LLC, Dan Sadowsky, Managing Member
Address:	52 Larkspur Drive
Phone #:	970-618-9159

REPRESENTATIVE:

Name:	Stan Clauson Associates, Inc.
Address:	412 N. Mill Street, Aspen, CO 81611
Phone #:	970-925-2323

TYPE OF APPLICATION: (please check all that apply):

<input type="checkbox"/> GMQS Exemption	<input type="checkbox"/> Conceptual PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> GMQS Allotment	<input type="checkbox"/> Final PUD (& PUD Amendment)	<input type="checkbox"/> Text/Map Amendment
<input type="checkbox"/> Special Review	<input type="checkbox"/> Subdivision	<input type="checkbox"/> Conceptual SPA
<input type="checkbox"/> ESA – 8040 Greenline, Stream Margin, Hallam Lake Bluff, Mountain View Plane	<input type="checkbox"/> Subdivision Exemption (includes condominiumization)	<input type="checkbox"/> Final SPA (& SPA Amendment)
<input type="checkbox"/> Commercial Design Review	<input type="checkbox"/> Lot Split	<input type="checkbox"/> Small Lodge Conversion/Expansion
<input type="checkbox"/> Residential Design Variance	<input type="checkbox"/> Lot Line Adjustment	<input checked="" type="checkbox"/> Other: Establishment of Transferable Development Rights
<input type="checkbox"/> Conditional Use		

EXISTING CONDITIONS: (description of existing buildings, uses, previous approvals, etc.)

The property at 616 W. Main Street, Aspen, CO contains two single-family residences, Units A and B. The parcel and structures are historically designated. Condominium Declarations provide unused floor area is allocated to Unit B. The property is located in the Mixed-Use (MU) zone district and is located in the Main Street Historic District.

PROPOSAL: (description of proposed buildings, uses, modifications, etc.)

This application wishes to establish Transferable Development Rights (TDRs) from Unit B.

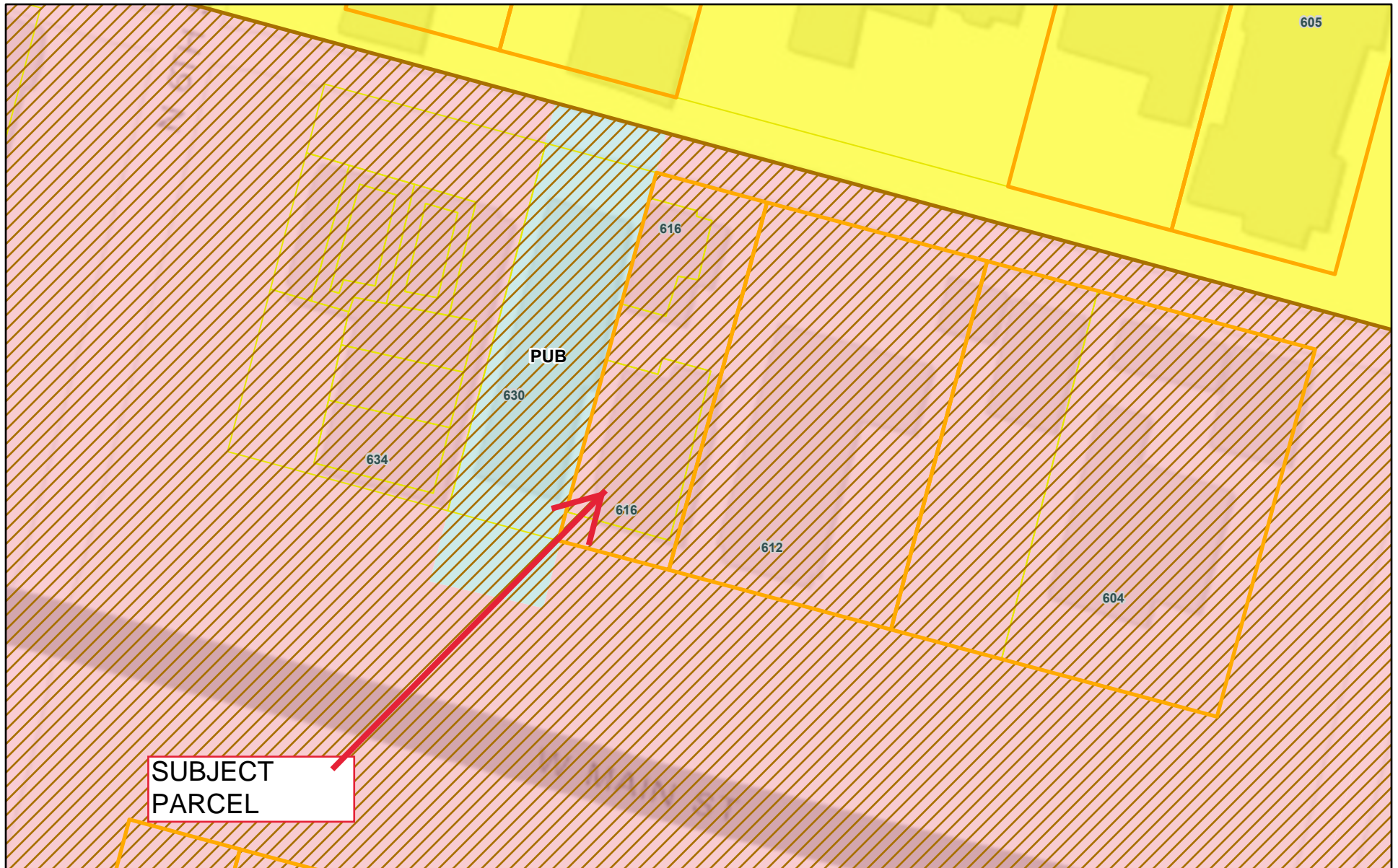
Have you attached the following?

FEES DUE: \$ 1,300

- ☒ Pre-Application Conference Summary
- ☒ Attachment #1, Signed Fee Agreement
- ☒ Response to Attachment #3, Dimensional Requirements Form
- ☒ Response to Attachment #4, Submittal Requirements- Including Written Responses to Review Standards
- ☐ 3-D Model for large project

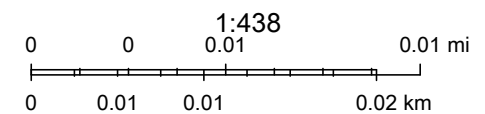
All plans that are larger than 8.5" X 11" must be folded. A disk with an electric copy of all written text (Microsoft Word Format) must be submitted as part of the application. Large scale projects should include an electronic 3-D model. Your pre-application conference summary will indicate if you must submit a 3-D model.

616 W Main Street



May 29, 2018

- | | | |
|------------------------------------|--------------------|--------------------------------|
| Urban Growth Boundary (UGB) | Historic Districts | Zoning |
| Emissions Inventory Boundary (EIB) | Parcel Boundary | R-6 Medium Density Residential |
| Historic Sites | | MU Mixed Use |



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

Pitkin County Assessor

Parcel Detail Information

[Assessor Property Search](#) |
 [Assessor Subset Query](#) |
 [Assessor Sales Search](#)
[Clerk & Recorder Reception Search](#) |
 [Treasurer Tax Search Search](#)
[GIS Map](#) |
 [GIS Help](#)

[Basic Building Characteristics](#) |
 [Value Summary](#)

[Parcel Detail](#) |
 [Value Detail](#) |
 [Sales Detail](#) |
 [Residential/Commercial Improvement Detail](#)
[Owner Detail](#) |
 [Land Detail](#) |
 [Photographs](#)

Tax Area	Account Number	Parcel Number	Property Type	2017 Mill Levy
001	R019791	273512444010	CONDO	31.806

Primary Owner Name and Address

HALPERIN ALEXANDRA & BARBARA
52 LARKSPUR DR
CARBONDALE, CO 81623

[Additional Owner Detail](#)

Legal Description

Subdivision: 616 WEST MAIN CONDO Unit: B
--

Location

Physical Address:	W MAIN ST ASPEN
Subdivision:	616 WEST MAIN CONDO
Land Acres:	
Land Sq Ft:	0

2018 Property Value Summary

	Actual Value	Assessed Value

156

Land:	0	0
Improvements:	929,800	66,950
Total:	929,800	66,950

Sale Date:	8/31/2007
Sale Price:	1,200,000

[Additional Sales Detail](#)

Basic Building Characteristics

Number of Residential Buildings:	1
Number of Comm/Ind Buildings:	0

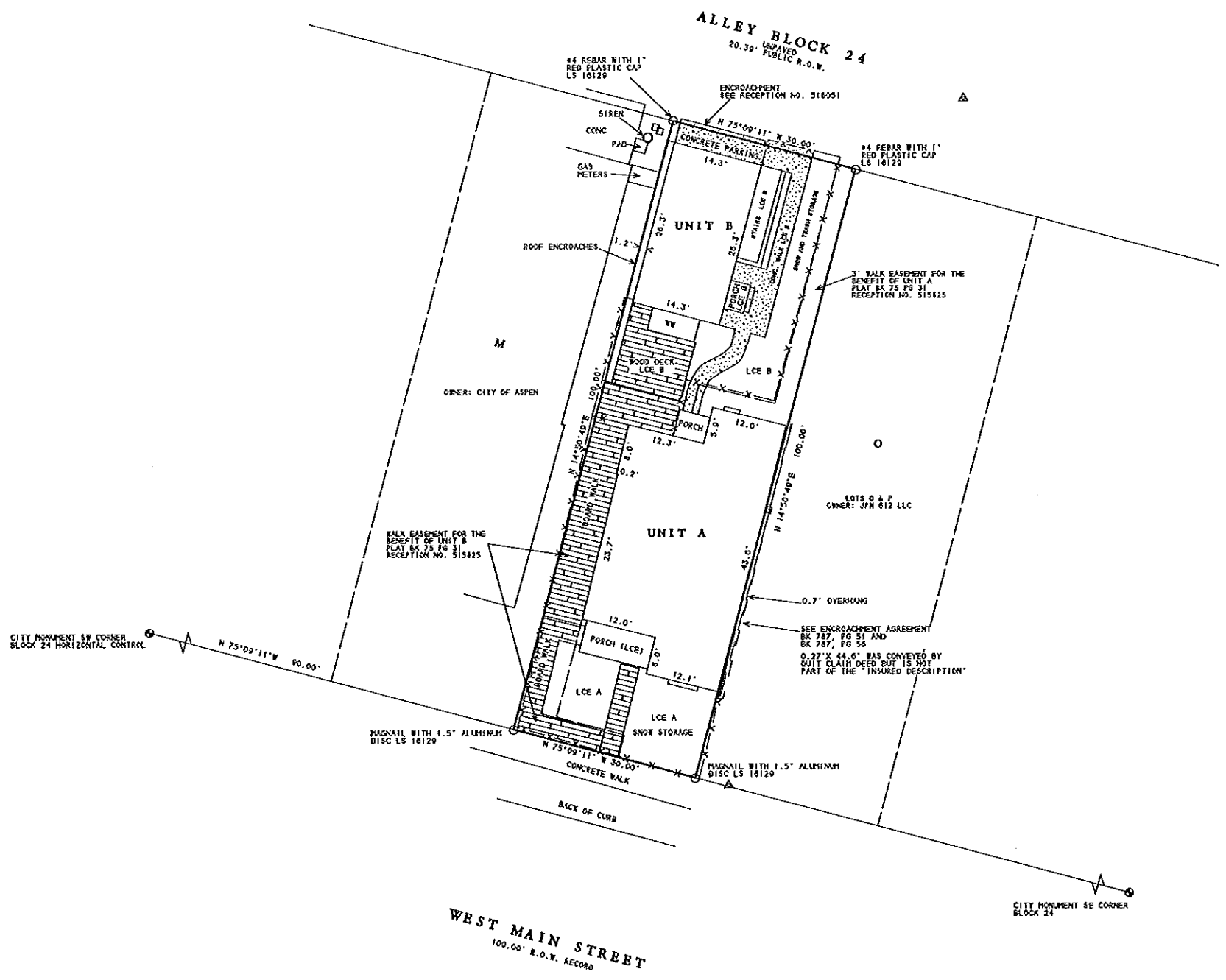
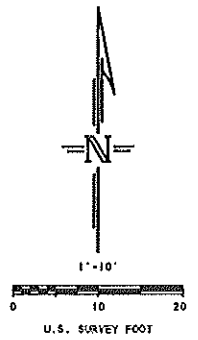
Residential Building Occurrence 0 Characteristics	
FIRST FLOOR:	364
2ND FLOOR:	161
FINISHED BSMT:	364
Total Heated Area:	889
Property Class:	DUPLEX CONDO IMPS
Actual Year Built:	1885
Effective Year Built:	1996
Bedrooms:	2
Baths:	1.5
Quality of Construction:	DUP CONDO - AVG
Exterior Wall:	WD SID AVE
Interior Wall:	BASE
Floor:	BASE
Heat Type:	HT WTR B/B
Heating Fuel:	GAS
Roof Cover:	METAL
Roof Structure:	GABLE/HIP
Neighborhood:	NORTH WEST END
Super Nbhd:	CITY OF ASPEN

[Top of Page](#)
[Assessor Database Search Options](#)

[Assessor Home Page](#)
[Pitkin County Home Page](#)

The Pitkin County Assessor's Offices make every effort to collect and maintain accurate data. However, Good Turns Software and the Pitkin County Assessor's Offices are unable to warrant any of the information herein contained.

Copyright © 2003 - 2015 Good Turns Software. All Rights Reserved.
Database & Web Design by [Good Turns Software](#).



- LEGEND AND NOTES**
- SURVEY MONUMENT AS DESCRIBED
 - UTILITY RISE/SERVICE METER
 - △ SURVEY CONTROL
 - X—X— FENCE
 - CITY MONUMENT
 - UNIT BOUNDARY (RIGHT ANGLE TO BOUNDARY)
 - LCE LIMITED COMMON ELEMENT
- PROPERTY REPORT FURNISHED BY:
LAND TITLE GUARANTEE CO.
ORDER NUMBER: 82009482
CERTIFICATION DATE: 05-16-2018
- PROPERTY ADDRESS: 616 WEST MAIN ST. UNIT B
THIS PROPERTY IS ZONED MIXED-USE (MU)
SETBACKS (TO BE VERIFIED BY LAND USE PROFESSIONAL):
MINIMUM FRONT YARD: 10' WHICH MAY BE REDUCED TO 5',
PURSUANT TO SPECIAL REVIEW
MINIMUM SIDE YARD: 5'
MINIMUM REAR YARD: 5'
- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S 75°09'11"E ALONG THE SOUTHERLY PROPERTY LINE OF BLOCK 24, BETWEEN FOUND CITY OF ASPEN MONUMENTS AT THE SOUTHERLY CORNERS OF BLOCK 24 AS SHOWN HEREON.
THIS SURVEY IS BASED ON THE OFFICIAL MAP OF THE CITY OF ASPEN, COUNTY OF PITKIN, FILED AS RECEPTION NO. 109923 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.

CERTIFICATION:
THE UNDERSIGNED STATES THAT THE PROPERTY DESCRIBED HEREON WAS FIELD SURVEYED DURING AUGUST 2018 AND IS ACCURATE BASED ON THE FIELD EVIDENCE AS SHOWN, AND THAT THERE ARE NO DISCREPANCIES OF RECORD, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, EASEMENTS OR RIGHTS OF WAY IN FIELD EVIDENCE OR KNOWN TO ME, EXCEPT AS HEREON SHOWN, UNDERGROUND UTILITIES WITH NO ABOVEGROUND APPROPRIANCES, AND DOCUMENTS OF RECORD NOT SUPPLIED TO THE SURVEYOR ARE EXCEPTED. THIS SURVEY IS VOID UNLESS WET STAMPED WITH THE SIGNATURE OF THE SURVEYOR BELOW.

DATED: 08/18/2018
JAMES H. HOPKINS, P.L.S. 5947

IMPROVEMENT SURVEY PLAT
OF
UNIT B
616 WEST MAIN CONDOMINIUMS, ACCORDING TO THE CONDOMINIUM MAP OF THE 616 WEST MAIN CONDOMINIUMS RECORDED OCTOBER 6, 2005 UNDER RECEPTION NO. 518123 AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION RECORDED OCTOBER 19, 2005 AS RECEPTION NO. 516418.
CITY AND TOWNSHIP OF ASPEN,
COUNTY OF PITKIN,
STATE OF COLORADO.
CONTAINING 0.009 ACRES +/- 13,000 SQ. FT. +/-1

PREPARED BY
ASPEN SURVEY ENGINEERS, INC.
210 SOUTH GALENA STREET
ASPEN, COLORADO 81611
PHONE/FAX (970) 925-3816
WWW.ASPENSURVEYENGINEERS.COM
DATE 08/18 JOB 26197AA

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT ON THIS PLAT WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS PLAT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. THE CERTIFICATION IS VOID IF NOT WET STAMPED WITH THE SEAL OF THE SURVEYOR.

MAIN STREET



915 SQ. FT.

1.1 STREET LEVEL

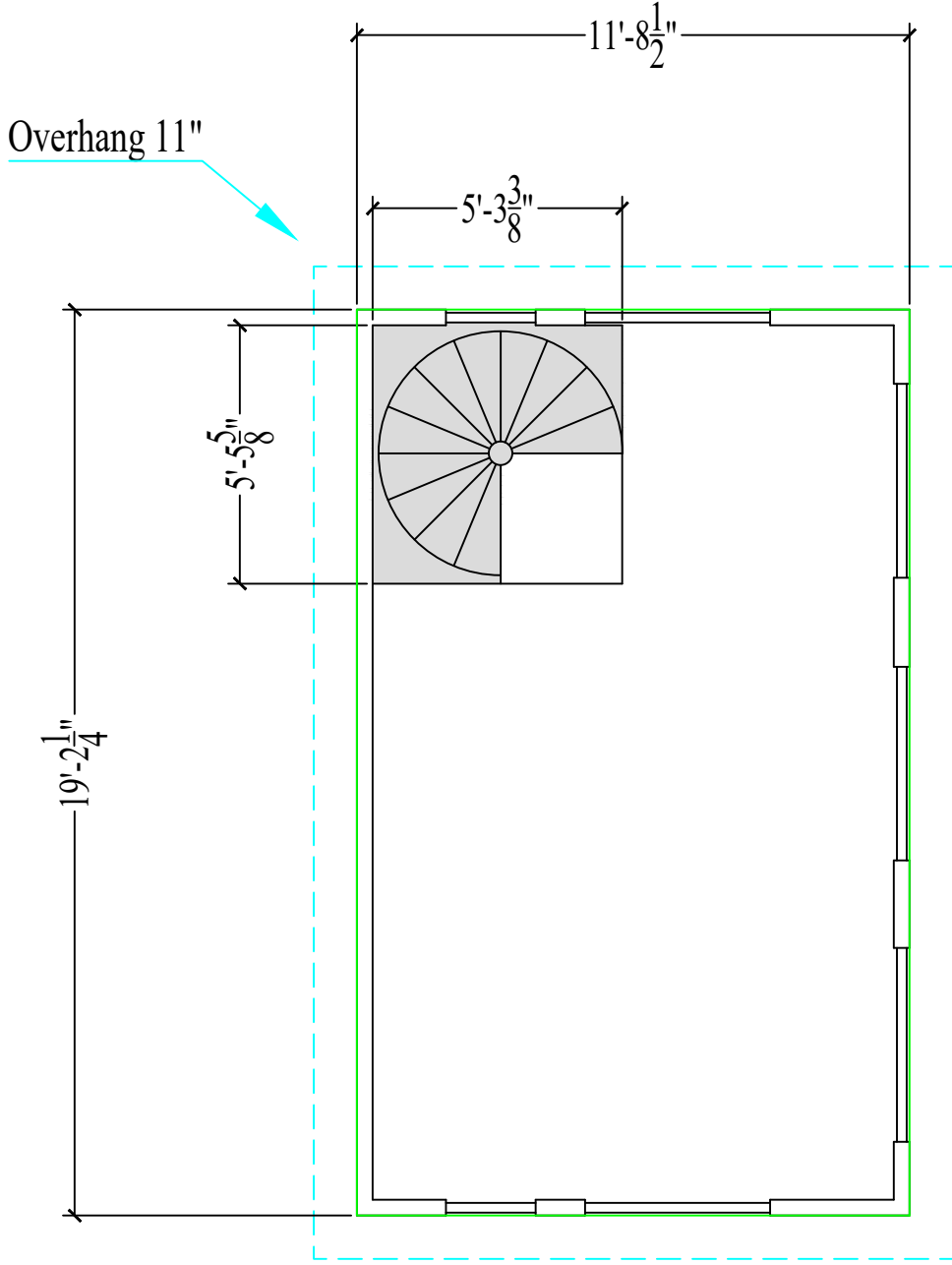
LEGEND

Gross floor area calculated to exterior face of 2" x 4" exterior stud wall and exterior face of foundation wall

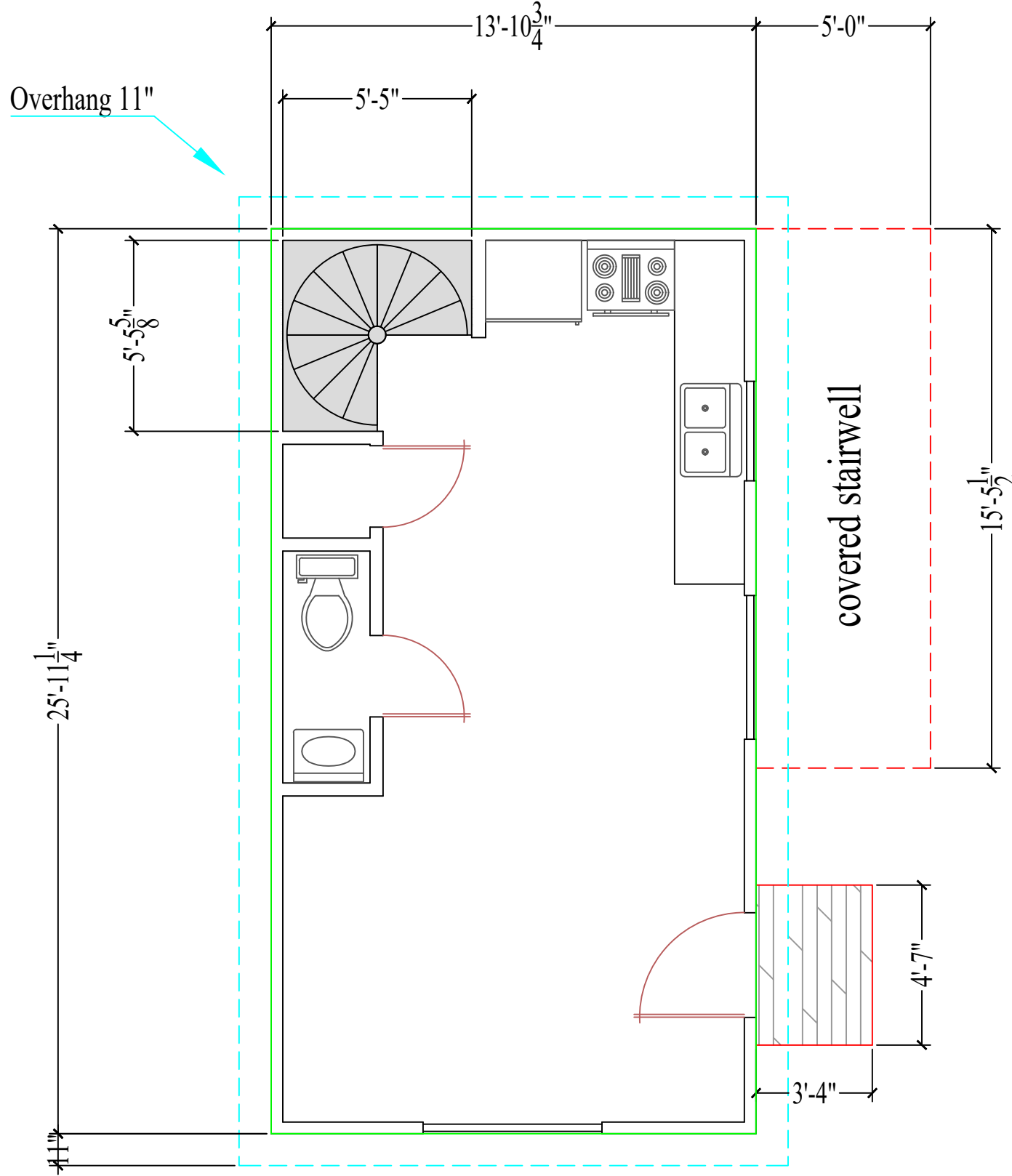
Areas not included in floor area calculation

Deck/Patio gross area

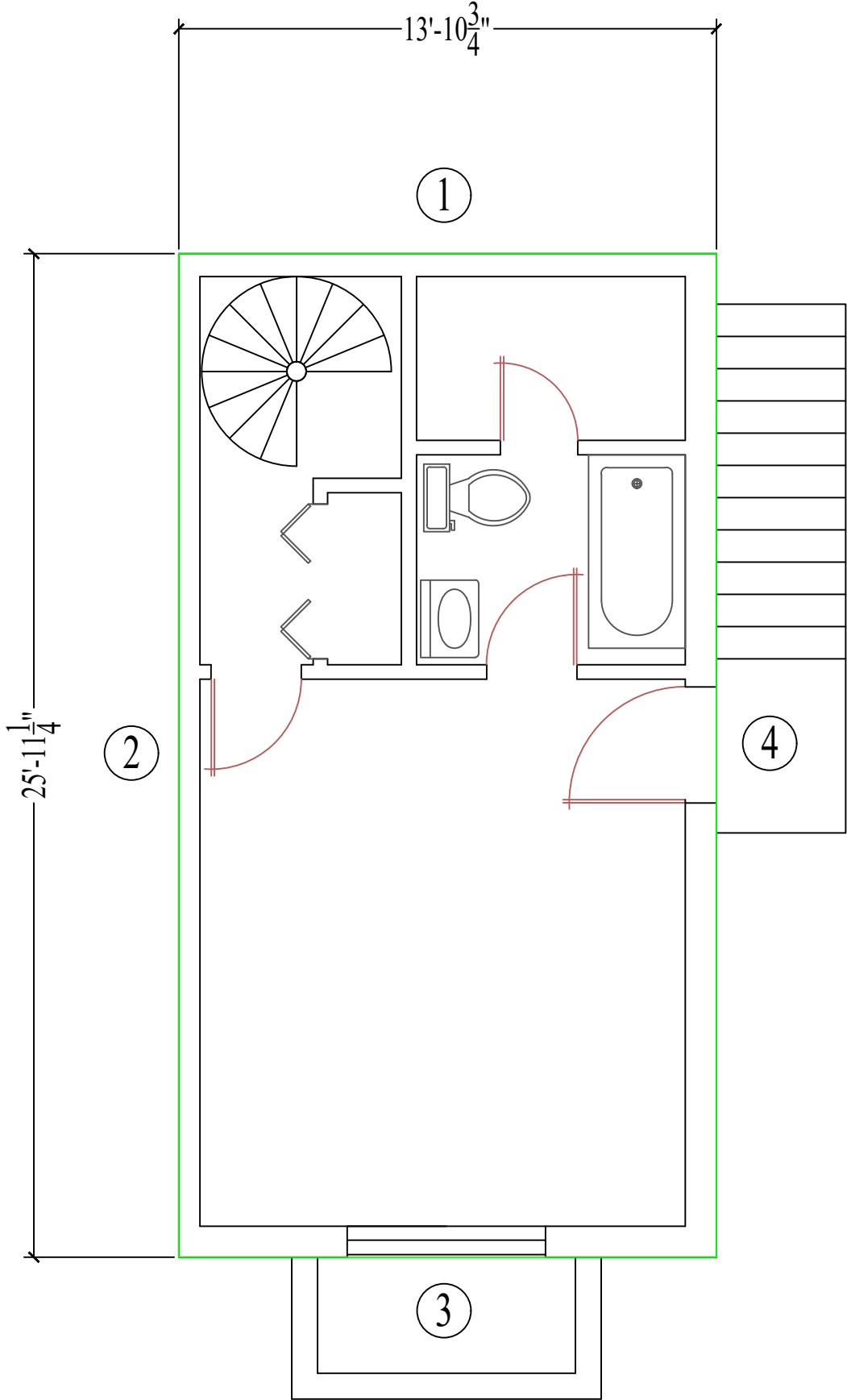
Floor Area Calculations		
City of Aspen Land Use Code Sec. 26.520.060		
Existing Lower Level Wall Calculations		
Lower Level Wall Label	Total Wall Area (Sq. Ft.)	Exposed Wall Area (Sq. Ft.)
1	111	0
2	208	0
3	111	26
4	208	81
Overall Total Wall Areas (Sq. Ft.)	638	
Exposed Wall Area (Sq. Ft.)		107
% of Exposed Wall (Total)	16.80%	
Existing Lower Level Floor Area Calculations		
Lower Level Gross Floor Area (Sq. Ft.)	360	
Lower Level Countable Floor Area (Sq. Ft)	60	(390 x16.8%)
Total Existing Floor Area Calculations		
Lower Level Floor Area (Sq. Ft.)	60	
Main Level Floor Area (Sq. Ft.)	338	360 - 22 stairs
Upper Level Floor Area (Sq.Ft.T	203	225 - 22 stairs
Deck/Porch Floor Area (Sq. Ft.)	0	front porch exempt
Total Existing Floor Area (Sq. Ft.)	601	



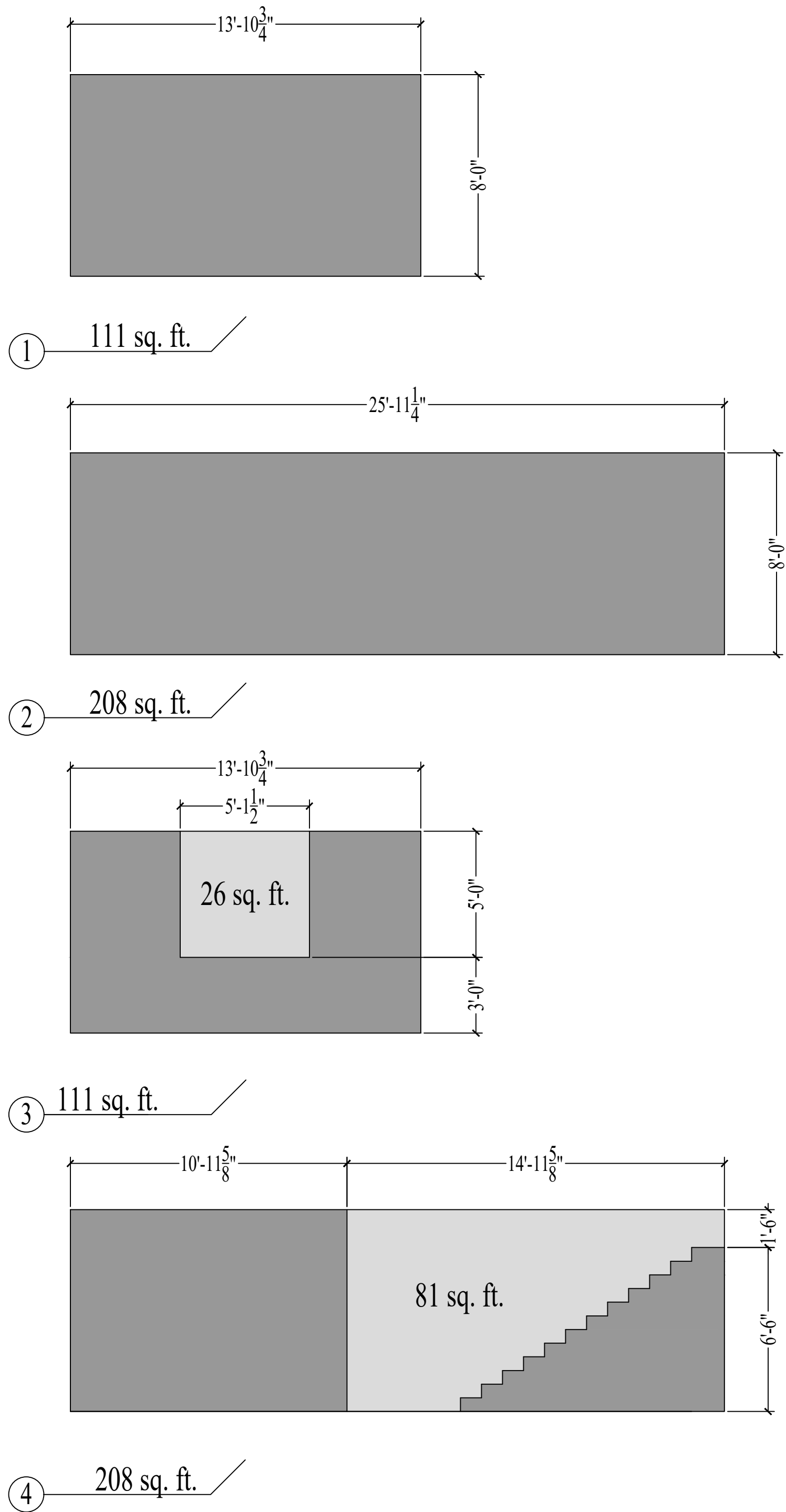
Upper Level



Main Level



Lower Level



Subgrade Calculations Legend

Exposed wall

Wall below grade

1 EXISTING FLOOR AREA
SCALE: 1/4"=1'

DRAWINGS BY:

TREE DIMENSIONS
ASPENTREEDIMENSIONS.COM
970.618.8351

616 W. Main St. Unit B
Aspen, CO 81611

DATE:
06/27/2017
PROJECT:
AS BUILTS
SHEET:

A - 1

Barbara L. Halperin
C/O Gersh
9465 Wilshire Blvd, STE. 550
Beverly Hills, CA 90212
Tel: 310-205-5832

18 May 2018

Ms. Amy Simon
Historic Preservation Officer
City of Aspen Community Development Department
130 S. Galena Street
Aspen, CO 81611

Re: Authorization to Submit Land Use Application

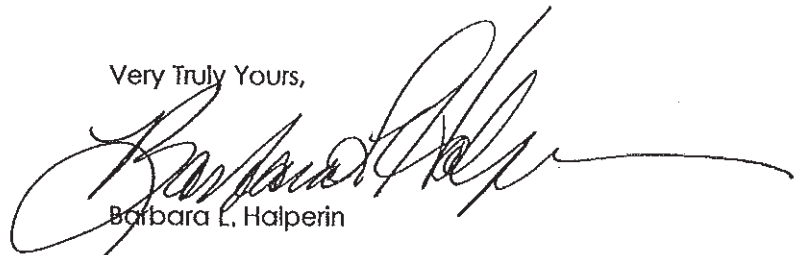
Dear Ms. Simon:

This letter is to certify that I, Barbara L. Halperin, owner of Condominium Unit B, 616½ W. Main Street, Aspen, Colorado LLC, give Stan Clauson Associates, Inc. and their representatives permission to submit a land use application to sever transferable development rights from the 616 West Main Condominium. The Condominium Declaration of the 616 West Main Condominium, recorded at Reception No. 516418, provides that "Unit B shall be entitled to have and utilize all of the unused floor allowed under local law from time to time" (Sec. 4.3).

If you should have any questions regarding this matter please do not hesitate to contact me.

Patrick S. Rawley, AICP, ASLA
Stan Clauson Associates, Inc.
412 N. Mill Street
Aspen, CO 81511
Tel 970-925-2323
Fax 970-920-1628

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Barbara L. Halperin', with a long horizontal flourish extending to the right.

Barbara L. Halperin

Owner, Unit B

616 W. Main Condominium

52 LAZLSFOR DR, P.O. Box 9919
 CARBONDALE Aspen, CO 81612
 CO, 81623 Tel: 970-618-9159

14 June 2018

Ms. Amy Simon
 Historic Preservation Officer
 City of Aspen Community Development Department
 130 S. Galena Street
 Aspen, CO 81611

Re: Authorization to Submit Land Use Application

Dear Ms. Simon:

This letter is to certify that I, Dan Sadowsky, owner of Condominium Unit B, 616½ W. Main Street, Aspen, Colorado LLC, give Stan Clauson Associates, Inc. and their representatives permission to submit a land use application to sever transferable development rights from the 616 West Main Condominium. The Condominium Declaration of the 616 West Main Condominium, recorded at Reception No. 516418, provides that "Unit B shall be entitled to have and utilize all of the unused floor allowed under local law from time to time" (Sec. 4.3).

If you should have any questions regarding this matter please do not hesitate to contact me.

Patrick S. Rawley, AICP, ASLA
 Stan Clauson Associates, Inc.
 412 N. Mill Street
 Aspen, CO 81511
 Tel 970-925-2323
 Fax 970-920-1628

Very Truly Yours,

Dan Sadowsky

Owner, Unit B

616 W. Main Condominium

Alexandra D. Halperin
 52 Larlespool Dr P.O. Box 9919
 Carbondale Aspen, CO 81612
 CO 81623 Tel: 970-618-9159

14 June 2018

Ms. Amy Simon
 Historic Preservation Officer
 City of Aspen Community Development Department
 130 S. Galena Street
 Aspen, CO 81611

Re: Authorization to Submit Land Use Application

Dear Ms. Simon:

This letter is to certify that I, Alexandra D. Halperin, owner of Condominium Unit B, 616½ W. Main Street, Aspen, Colorado LLC, give Stan Clauson Associates, Inc. and their representatives permission to submit a land use application to sever transferable development rights from the 616 West Main Condominium. The Condominium Declaration of the 616 West Main Condominium, recorded at Reception No. 516418, provides that "Unit B shall be entitled to have and utilize all of the unused floor allowed under local law from time to time" (Sec. 4.3).

If you should have any questions regarding this matter please do not hesitate to contact me.

Patrick S. Rawley, AICP, ASLA
 Stan Clauson Associates, Inc.
 412 N. Mill Street
 Aspen, CO 81511
 Tel 970-925-2323
 Fax 970-920-1628

Very Truly Yours,



Alexandra D. Halperin

Owner, Unit B

616 W. Main Condominium

Patrick Rawley

From: jordan nemirow <jordanaspen1@gmail.com>
Sent: Wednesday, 11 July, 2018 3:06 PM
To: amy.simon@cityofaspen.com
Cc: Sadowsky Daniel
Subject: 616 W Main St Aspen CO 81611

Good afternoon all -

- 616 W Main St LLC, as owner of 616 W Main St Unit A, Aspen, CO, 81611, agrees that, according to Section 4.3 of the Condo declaration of 616 West Main Condominium recorded at Reception # 516418, "Unit B shall be entitled to have and utilize all of the unused floor area allowed under local law from time to time".

- 616 W Main St LLC also hereby grants permission to Unit B to submit a land use application to sever TDRs from the property, but does not necessarily agree to any other condition or stipulation that may arise as a result of the aforementioned application.

Thank you -

Jordan Nemirow on behalf of 616 W Main St LLC

**AFFIDAVIT FROM SENDING SITE PROPERTY OWNER SIGNIFYING
ACKNOWLEDGEMENT OF MATTERS ASSOCIATED WITH THE CREATION
OF HISTORIC TRANSFERABLE DEVELOPMENT RIGHTS (TDRs)**

ADDRESS OF SENDING SITE: 616 W. Main Street, Unit B, Aspen, CO

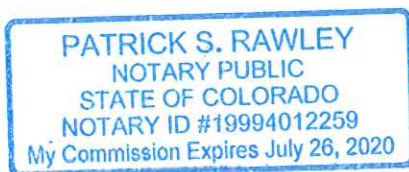
STATE OF COLORADO)
) ss.
County of Pitkin)

I, Alexandra D. Halperin, owner of 616 W. Main Street, Unit B, Aspen, Colorado, hereby personally certify that:

- A deed restriction will permanently encumber the sending site and restrict the property's development rights to below that allowed by right by zoning according to the number of historic TDR certificates established from the sending site.
- For each certificate of development right issued by the City for the sending site, the property shall be allowed two hundred and fifty (250) square feet less of floor area, as permitted according to the property's zoning, as amended.
- The sending site property owner shall have no authority over the manner in which the certificate of development right is used by subsequent owners of the historic TDR certificate.

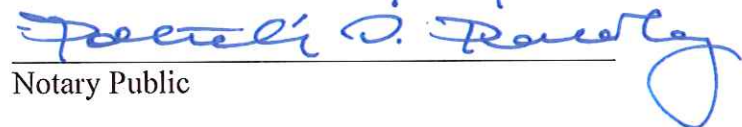

Signature

The foregoing "Affidavit From Sending Site Property Owner" was acknowledged before me this 15th day of June, 2018, by Alexandra D. Halperin.



WITNESS MY HAND AND OFFICIAL SEAL

My commission expires: 7/26/2020


Notary Public

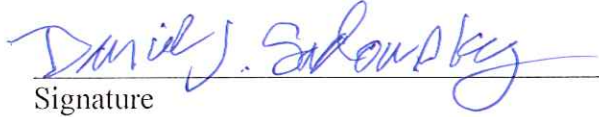
**AFFIDAVIT FROM SENDING SITE PROPERTY OWNER SIGNIFYING
ACKNOWLEDGEMENT OF MATTERS ASSOCIATED WITH THE CREATION
OF HISTORIC TRANSFERABLE DEVELOPMENT RIGHTS (TDRs)**

ADDRESS OF SENDING SITE: 616 W. Main Street, Unit B, Aspen, CO

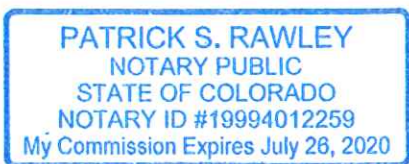
STATE OF COLORADO)
) ss.
County of Pitkin)

I, Dan Sadowsky, owner of 616 W. Main Street, Unit B, Aspen, Colorado, hereby personally certify that:

- A deed restriction will permanently encumber the sending site and restrict the property's development rights to below that allowed by right by zoning according to the number of historic TDR certificates established from the sending site.
- For each certificate of development right issued by the City for the sending site, the property shall be allowed two hundred and fifty (250) square feet less of floor area, as permitted according to the property's zoning, as amended.
- The sending site property owner shall have no authority over the manner in which the certificate of development right is used by subsequent owners of the historic TDR certificate.

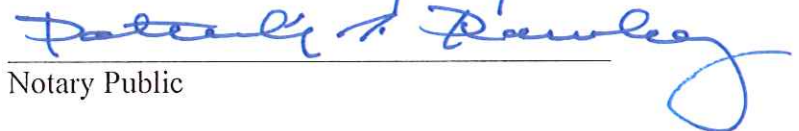

Signature

The foregoing "Affidavit From Sending Site Property Owner" was acknowledged before me this 15th day of June, 2018, by Dan Sadowsky.



WITNESS MY HAND AND OFFICIAL SEAL

My commission expires: 7/26/2020


Notary Public

**AFFIDAVIT FROM SENDING SITE PROPERTY OWNER SIGNIFYING
ACKNOWLEDGEMENT OF MATTERS ASSOCIATED WITH THE CREATION
OF HISTORIC TRANSFERABLE DEVELOPMENT RIGHTS (TDRs)**

ADDRESS OF SENDING SITE: 616 W. Main Street, Unit B, Aspen, CO

STATE OF COLORADO)
) ss.
County of Pitkin)

I, Barbara L. Halperin, owner of 616 W. Main Street, Unit B, Aspen, Colorado, hereby personally certify that:

- A deed restriction will permanently encumber the sending site and restrict the property's development rights to below that allowed by right by zoning according to the number of historic TDR certificates established from the sending site.
- For each certificate of development right issued by the City for the sending site, the property shall be allowed two hundred and fifty (250) square feet less of floor area, as permitted according to the property's zoning, as amended.
- The sending site property owner shall have no authority over the manner in which the certificate of development right is used by subsequent owners of the historic TDR certificate.

Signature Barbara L. Holper

The foregoing "Affidavit From Sending Site Property Owner" was acknowledged before me this 14th day of JUNE, 2018, by Barbara L. Halperin.

See attached

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On June 14, 2018 before me, Sarah E. Leach, a Notary Public
(insert name and title of the officer)

personally appeared Barbara L. Halperin _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(Seal)





PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Customer Distribution

Our Order Number: QPR62009462

Date: 06-15-2018

Property Address: 616 WEST MAIN COND, ASPEN, CO 81611

For Closing Assistance

Kimberly Parham
533 E HOPKINS #102
ASPEN, CO 81611
970-925-1678 x7835 (phone)
(303) 393-4870 (fax)
kparham@ltgc.com
Company License: CO44565
Contact License: CO414945

Closer's Assistant

NIKKI DURRETT
533 E HOPKINS #102
ASPEN, CO 81611
970-925-1678 x7831 (phone)
(800) 318-8202 (fax)
ndurrett@ltgc.com

For Title Assistance

ROARING FORK VALLEY TITLE TEAM
533 E HOPKINS #102
ASPEN, CO 81611
970-927-0405 (phone)
970-925-6243 (fax)
valleyresponse@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

Buyer/Borrower

ALEXANDRA HALPERIN
Delivered via: Electronic Mail

Lender - New Loan

STAN CLAUSON ASSOCIATES, INC
Attention: DAN SADLOWSKI C/O PATRICK RAWLEY
412 NORTH MILL ST
ASPEN, CO 81611
970-925-2323 (work)
970-945-9769 (work fax)
patrick@scaplanning.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Property Report

Order Number: 62009462

This Report is based on a limited search of the county real property records and provides the name(s) of the vested owner(s), the legal description, tax information (taken from information provided by the county treasurer on its website) and encumbrances, which, for the purposes of this report, means deed of trust and mortgages, and liens recorded against the property and the owner(s) in the records of the clerk and recorder for the county in which the subject is located. This Report does not constitute any form of warranty or guarantee of title or title insurance. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the Report, and no other person, and (2) the amount paid for the report.

Prepared For:

STAN CLAUSON ASSOCIATES, INC

This Report is dated:

05-23-2018 at 5:00 P.M.

Address:

616 WEST MAIN COND, ASPEN, CO 81611

Legal Description:

UNIT B,
616 WEST MAIN CONDOMINIUMS, ACCORDING TO THE CONDOMINIUM MAP OF THE 616 WEST MAIN CONDOMINIUMS RECORDED OCTOBER 6, 2005 UNDER RECEPTION NO. [515825](#) AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION RECORDED OCTOBER 19, 2005 AS RECEPTION NO. [516418](#).

COUNTY OF PITKIN, STATE OF COLORADO

Record Owner:

ALEXANDRA HALPERIN AND BARBARA HALPERIN

We find the following documents of record affecting subject property:

1. QUIT CLAIM DEED RECORDED SEPTEMBER 04, 2007 UNDER RECEPTION NO. [541684](#).
2. DEED OF TRUST RECORDED SEPTEMBER 12, 2007 UNDER RECEPTION NO. [541945](#).
3. ASSIGNMENT OF DEED OF TRUST RECORDED DECEMBER 23, 2016 UNDER RECEPTION NO. [634871](#).

***** PROPERTY TAX INFORMATION *****

PARCEL NO.: 273512444010

2018 LAND ASSESSED VALUE \$0.00
2018 IMPROVEMENTS ASSESSED VALUE \$66,950.00
2018 REAL PROPERTY TAXES PAID IN THE AMOUNT OF \$2,129.40.

DEED RESTRICTION AND AGREEMENT FOR ESTABLISHMENT OF A
HISTORIC TRANSFERABLE DEVELOPMENT RIGHT
PURSUANT TO ASPEN CITY COUNCIL
ORDINANCE # [REDACTED], SERIES OF 20 [REDACTED]

THIS DEED RESTRICTION AND AGREEMENT is made and entered into this day of May 14, 2018, by Dan Sadowsky, (hereinafter referred to as “Owner”), whose address is 616 W. Main Street, and The City of Aspen, a body politic and corporate pursuant to its Home-Rule Charter and the Constitution of the State of Colorado, acting through its City Council, (hereinafter the “City”);

WITNESSETH

WHEREAS, Owner owns real property more specifically described as (616 ½ W. Main Street -Unit B, Aspen, CO 81611; Parcel ID 273512444010, Pitkin County, Colorado, (hereinafter referred to as “Real Property”), which Real Property is designated as a Historic Site, as such are defined in the City of Aspen Land Use Code (“City Code”); and

WHEREAS, Owner has submitted an affidavit, duly notarized, in compliance with Section 26.535.090.A.2 of the City Code, and supplied the necessary application materials identified in Section 26.535.090 showing compliance with the criteria set forth in Section 26.535.070 of the City Code; and

WHEREAS, The Community Development Department has reviewed Owner’s application according to the review standards identified in 26.535.070 of the City Code, and has recommended approval of the application and the establishment of **one (1), or the first of three (3), second of three (3), third of three (3)** approved Historic TDR Certificates as set forth herein; and

WHEREAS, City Council Ordinance # [REDACTED], Series of 20 [REDACTED] (the “Ordinance”) was approved on [REDACTED] (date), establishing the above referenced Historic TDR Certificates, and requiring that a Deed Restriction be recorded in real property records of Pitkin County, designating the Real Property as a Sending Site and permanently restricting the development of the Real Property (the Sending Site) to an allowable Floor Area not exceeding the allowance for a single-family residence or duplex if allowed, minus two hundred and fifty (250) square feet of Floor Area multiplied by the number of Historic TDR Certificates established; and

WHEREAS, in consideration of the establishment of **one (1), or the first of three (3), second of three (3), third of three (3)** Historic TDR Certificates pursuant to the Ordinance and City Code, Owner agrees to restrict the Real Property as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, Owner and the City hereby covenant and agree as follows:

1. Development of the Real Property (the Sending Site) is hereby permanently restricted to an allowable Floor Area not exceeding the allowance for a single-family residence or duplex as otherwise permitted by the City Code on the Real Property, minus any deductions resulting from previous issuance of TDR certificate(s) and minus 250 square feet, that being two hundred fifty (250) square feet of Floor Area multiplied by the one (1) Historic TDR Certificate hereby established.
2. In consideration of the foregoing, and pursuant to the City Code and the Ordinance, the City shall cause the issuance of one (1) Historic TDR Certificate, executed by the Mayor, allowing the transfer of development rights to a Receiver Site to be determined pursuant to the City Code. This Historic TDR Certificate may be sold, assigned, transferred, or conveyed. Transfer of title shall be evidenced by an assignment of ownership on the actual certificate document. Upon transfer, the new owner may request the City re-issue the certificate acknowledging the new owner. Reissuance shall not require adoption of a new ordinance. The market for such Historic TDR Certificates shall remain unrestricted and the City shall not prescribe or guarantee the monetary value of any Historic TDR Certificates.
3. This deed restriction shall not be construed to stipulate an absolute Floor Area on the Real Property, but only a square footage reduction from the allowable Floor Area, as that allowable Floor Area may be amended from time to time.
4. The Real Property (Sending Site) shall remain eligible for Floor Area incentives and/or exemptions as may be authorized by the City Code, as it may be amended from time to time.
5. This restriction may be modified only in a writing signed by both the Owner and the City.
6. Unless modified as stated above, this Agreement shall constitute a covenant running with the Real Property as a burden thereon for the benefit of, and shall be specifically enforceable by, the City Council of the City of Aspen by any appropriate legal action including, but not limited to, injunction or abatement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS HEREOF, the parties hereto have executed this instrument on the date and year above first written.

OWNER:

By: _____
(property owner)

STATE OF COLORADO)
)ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVAL OF CITY ATTORNEY

By: _____
James R. True, City Attorney

THE CITY OF ASPEN, COLORADO
a body politic and corporate pursuant to
its Home-Rule Charter and the Constitution of the State of Colorado

By: _____
Steve Skadron, Mayor

Date: _____

STATE OF COLORADO)
)ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as Mayor of the City of Aspen, Colorado.

Witness my hand and official seal.
My commission expires: _____

Notary Public

COMMUNITY DEVELOPMENT DEPARTMENT



Homeowner Association Compliance Policy

All land use applications within the City of Aspen are required to include a Homeowner Association Compliance Form (this form) certifying the scope of work included in the land use application complies with all applicable covenants and homeowner association policies. The certification must be signed by the property owner or Attorney representing the property owner.

Property Owner ("I"):	Name:	Barbara L. Halperin	
	Email:	BHALPERIN@GERSH.COM d.sadowsky@comcast.net	Phone No.: 970-618-9159
Address of Property: (subject of application)	616½ W. Main Street -Unit B Aspen, CO 81611		

I certify as follows: (pick one)

- ☐ This property is not subject to a homeowners association or other form of private covenant.
- ☒ This property is subject to a homeowners association or private covenant and the improvements proposed in this land use application do not require approval by the homeowners association or covenant beneficiary.
- ☐ This property is subject to a homeowners association or private covenant and the improvements proposed in this land use application have been approved by the homeowners association or covenant beneficiary. Evidence of approval is attached.

I understand this policy and I understand the City of Aspen does not interpret, enforce, or manage the applicability, meaning or effect of private covenants or homeowner association rules or bylaws. I understand that this document is a public document.

Owner signature: [Signature] date: 5/31/18

Owner printed name: Barbara L. Halperin

OR

Attorney signature: _____ date: _____

Attorney printed name: _____

**Pitkin County Mailing List of 300 Feet Radius
From Parcel: 273512444009 on 05/14/2018**



Instructions:

This document contains a Mailing List formatted to be printed on Avery 5160 Labels. If printing, DO NOT "fit to page" or "shrink oversized pages." This will manipulate the margins such that they no longer line up on the labels sheet. Print actual size.

Disclaimer:

Pitkin County GIS presents the information and data on this web site as a service to the public. Every effort has been made to ensure that the information and data contained in this electronic system is accurate, but the accuracy may change. Mineral estate ownership is not included in this mailing list. Pitkin County does not maintain a database of mineral estate owners.

Pitkin County GIS makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content at this site or at other sites to which we link. Assessing accuracy and reliability of information and data is the sole responsibility of the user. The user understands he or she is solely responsible and liable for use, modification, or distribution of any information or data obtained on this web site.

<http://www.pitkinmapsandmore.com>

FERGUS ELIZABETH DAWSON
PO BOX 1515
ASPEN, CO 81612

CARTER RICHARD P
PO BOX 2932
TELLURIDE, CO 81435

501 WEST MAIN LLC
532 E HOPKINS AVE
ASPEN, CO 81611-1818

501 MAIN ASPEN LLC
ALDRICH PL #200 OTTAWA AVE NW
GRAND RAPIDS, MI 49503

ALPINE BANK
PO BOX 10000
GLENWOOD SPRINGS, CO 81602

SCHWARTZ RACHEL K & MARK
1061 COUNTRY CLUB RD
BLOOMFIELD HILLS, MI 483042603

CHRISTIANA B101 LLC
2509 TARRYHILL PL
AUSTIN, TX 78703

THROM DOUGLAS H
617 W MAIN ST
ASPEN, CO 81611

ULLR CONDO LLC
6450 AVENIDA CRESTA
LA JOLLA, CA 92037

JEROME OFFICE ASPEN CO LLC
715 W MAIN ST #201
ASPEN, CO 81611

SMITH COLTER H
PO BOX 1307
ASPEN, CO 81612

MCCOY CARLTON
PO BOX 9349
ASPEN, CO 81612

EYDENBERG JOHN D & DARIN W
1212 FIFTH AVE #16N
NEW YORK, NY 10029

ASPEN SQUARE CONDO ASSOC
617 E COOPER
ASPEN, CO 81611

BATES JESSICA TRUST
634 W MAIN ST #6
ASPEN, CO 81611

LORD KAREN & COURTNEY
2301 N MERIDIAN AVE
MIAMI BEACH, FL 331403401

REVA LLC
PO BOX 1376
ASPEN, CO 81612

MENENDEZ NASRIN N REV TRUST
PO BOX 8036
ASPEN, CO 81612

SCHULMAN WILLIAM PAUL
301 MERCER BLVD
CHARLEVOIX, MI 49720

LENIO TED
737 W BLOOMFIELD
ROME, NY 13440

BRAISTED DAVID
PO BOX 11442
ASPEN, CO 81612

SMITH BRIDGER R
381 ISABEL HAY RD
ASPEN, CO 81611

JEROME OFFICE ASPEN CO LLC
715 W MAIN ST #201
ASPEN, CO 81611

PERRY IAN MICHAEL
426 E HYMAN AVE
ASPEN, CO 81611

JAS CAPITAL LLC
617 W MAIN ST #E
ASPEN, CO 81611

WAGNER HOLDINGS CORP LLC
605 E MAIN ST
ASPEN, CO 81611

604 WEST LLC
604 W MAIN ST
ASPEN, CO 81611

COLLINS NANCY
1874 OREGON AVE
SAINT PETERSBURG, FL 33703

SMITH COLTER H
PO BOX 1307
ASPEN, CO 81612

JPN 612 LLC
612 W MAIN ST
ASPEN, CO 81611

LITTLE VICTORIAN CONDO ASSOC
PO BOX 3149
ASPEN, CO 81611

KELSO DOUGLAS P
627 W MAIN ST
ASPEN, CO 81611-1619

HAYMAX HOTELS LLC
605 W MAIN ST #2
ASPEN, CO 81611

LHG HOLDING LLC
11777 SAN VICENTE BLVD 9TH FL
LOS ANGELES, CA 90049

ALPINE BANK
PO BOX 10000
GLENWOOD SPRINGS, CO 81602

GARMISCH LODGING LLC
110 W MAIN ST
ASPEN, CO 81611

GARMISCH LODGING LLC
605 W MAIN ST #2
ASPEN, CO 81611

TOMS CONDO LLC
6 SHULL FARM RD
ERWINNA , PA 18920

DAMORE MATTHEW
634 W MAIN ST #3
ASPEN, CO 81611

PEARSON MARK M & LEES M
702 W MAIN ST
ASPEN, CO 81611

ALPINE BANK ASPEN
PO BOX 10000
GLENWOOD SPRINGS, CO 81602

ASPEN FAMILY HOLDINGS LLC
137 WESTVIEW DR
ASPEN, CO 81611

WEST ALFRED JR & LORALEE
2023 WAYNESBOROUGH RD
PAOLI, PA 19301

SMITH BRIDGER R
381 ISABEL HAY RD
ASPEN, CO 81611

HY-MOUNTAIN TRANSPORT INC
214 B AABC
ASPEN, CO 81611

SHADOW MOUNTAIN OFFICES LLC
715 W MAIN ST #201
ASPEN, CO 81611

BLUE MARCUS
PO BOX Q
ASPEN, CO 81612

GANT CONDO ASSC
610 S WESTEND ST
ASPEN, CO 816112142

PARFET DONALD R & ANNE V
11000 RIDGEWOOD LN
RICHLAND, MI 49083

WINGSTONE TOY COMPANY LLC
2023 WAYNESBOROUGH RD
PAOLI, PA 19301

TAYLOR JOHN W
31050 W THOMPSON LN
HARTLAND, WI 53029

MARSHALL ELLEN M & THOMAS M REV TRU
300 RIVERSIDE AVE
ASPEN, CO 81611

BARBER EDGAR F
PO BOX 9678
ASPEN, CO 81612

ALPINE BANK ASPEN
PO BOX 10000
GLENWOOD SPRINGS, CO 81602

KATZMAN LORI ANN
301 MERCER BLVD
CHARLEVOIX, MI 49720

CORONA VANESSA LOPEZ
PO BOX 3670
ASPEN, CO 81612

MILIAS ELIZABETH A
PO BOX 4662
ASPEN, CO 81612

FELER LAURIE & CLAUDIO
550 FOX RUN
CARBONDALE, CO 81623

CHRISTIANA UNIT D101 LLC
795 LAKEVIEW DR
MIAMI BEACH, FL 33140

HAISFIELD MICHAEL D & LISA Y
616 W HOPKINS
ASPEN, CO 81611

GANT CONDO ASSOC INC
610 S WESTEND ST
ASPEN, CO 816112142

ASPEN SQUARE CONDO ASSOC
617 E COOPER
ASPEN, CO 81611

MILIAS ELIZABETH A
PO BOX 4662
ASPEN, CO 81612

MENENDEZ NASRIN N REV TRUST
PO BOX 8036
ASPEN, CO 81612

WARBLE ERIC
124 SPRING PL
EDWARDS, CO 81632

JAS CAPITAL LLC
617 W MAIN ST #E
ASPEN, CO 81611

SMITH ANDREW C & DONNA G
3622 SPRINGBROOK ST
DALLAS, TX 75205

ASPEN SQUARE CONDO ASSOC
617 E COOPER
ASPEN, CO 81611

SANDERS BARBARA
634 W MAIN ST #8
ASPEN, CO 81611

FRANCIS MARY VIRGINIA & TIMOTHY PATRIK
711 W BLEEKER ST
ASPEN, CO 81611

LHG HOLDING LLC
11777 SAN VICENTE BLVD 9TH FL
LOS ANGELES, CA 90049

WERLIN LAURA B TRUST
2279 PINE ST
SAN FRANCISCO, CA 94115

SMITH BRIDGER R
381 ISABEL HAY RD
ASPEN, CO 81611

BROOKS NORMAN A & LESLEE S
16311 VENTURA BLVD #690
ENCINO, CA 91436

UMBA ENTERPRISE LLC
605 W MAIN ST #103
ASPEN, CO 81611

RUFUS CAMI CAMI LLC
1280 UTE AVE #7
ASPEN, CO 81611

TELAMON HOLDINGS LLC
715 W MAIN ST #204
ASPEN, CO 81611

STERTZER ELIANE C
160 E 65TH ST #23E
NEW YORK, NY 10065

CHRISTENSEN CAROLINE
617 W MAIN ST #A
ASPEN, CO 81611

SILVERLODE INVESTORS LLC
715 W MAIN #201
ASPEN, CO 81611

617 MAIN ST PROF BLDG CONDO
617 W MAIN ST
ASPEN, CO 81611

SMITH COLTER H
PO BOX 1307
ASPEN, CO 81612

BRYAN SHEILAH
PO BOX 976
ASPEN, CO 81612

MADSEN MARTHA W
608 W HOPKINS AVE APT 9
ASPEN, CO 81611

ALLEN DOUGLAS P
403 LACET LN
ASPEN, CO 81611

REID SUZANNAH V K
PO BOX 10443
ASPEN, CO 81612

SACKS CAROL
4545 POST OAK PL #100
HOUSTON, TX 77207

TELAMON HOLDINGS LLC
715 W MAIN ST #204
ASPEN, CO 81611

GARMISCH LODGING LLC
605 W MAIN ST #2
ASPEN, CO 81611

611 MAIN ST LLC
430 PARKSON RD
HENDERSON, NV 890114040

SMB CONDO ASSOC
605 W MIAN ST
ASPEN, CO 81611

WENDT ROBERT E II
350 MT HOLYOKE AVE
PACIFIC PALISADES, CA 90272

GARMISCH LODGING LLC
110 W MAIN ST
ASPEN, CO 81611

ASPEN SQUARE CONDO ASSOC
617 E COOPER
ASPEN, CO 81611

MENENDEZ LUIS A REV TRUST
PO BOX 8036
ASPEN, CO 81612

715 WEST MAIN CONDO ASSOC
COMMON AREA
715 W MAIN ST
ASPEN, CO 81611

JEMAR PARTNERS LLC
701 W MAIN ST
ASPEN, CO 81611

CHRISTIANA A105 LLC
PO BOX 4132
MENLO PAUL, CA 94026

SGSG ASPEN CONDO LLC
PO BOX 1383
CRESTED BUTTE, CO 81224

FELD ANNE S
1700 PACIFIC AVE #4100
DALLAS, TX 75201

ONEIL BRIAN & SUZANNE
PO BOX 199
TAVERNIER, FL 33070

SHADOW MOUNTAIN OFFICES LLC
715 W MAIN ST #201
ASPEN, CO 81611

ASPEN MAIN ST LLC
715 W MAIN ST #201
ASPEN, CO 81611

PATERSON CHARLES & FONDA
1104 E WATERS AVE
ASPEN, CO 81611

LONE EAGLE TRUST
634 W MAIN ST #1
ASPEN, CO 81611

CLEANER EXPRESS
435 E MAIN ST
ASPEN, CO 81611

TUCKER LUCY LEA
PO BOX 1480
ASPEN, CO 81611

CITY OF ASPEN
130 S GALENA ST
ASPEN, CO 81611

BRYAN SHEILAH JUDITH
PO BOX 976
ASPEN, CO 81612

WEIEN J ROBERT
709 W MAIN ST
ASPEN, CO 81611

ASPEN MAIN ST LLC
715 W MAIN ST #201
ASPEN, CO 81611

BLUE GLEN T
PO BOX Q
ASPEN, CO 81612

LINDAUER REBECCA F
1115 ELM ST
AUSTIN, TX 78703

DAGGS JAMES K
715 W MAIN ST #101
ASPEN, CO 81611-1659

GARMISCH LODGING LLC
605 W MAIN ST #2
ASPEN, CO 81611

CHOD ASHLEY B
PO BOX 4022
ASPEN, CO 81612

ASPEN HISTORICAL SOCIETY
620 W BLEEKER ST
ASPEN, CO 81611

HESSIAN ASPEN LLC
1470 GENE ST #B
WINTER PARK, FL 327894881

LUU INVESTMENTS LLC
435 E MAIN ST
ASPEN, CO 81611

FRIAS PROPERTIES OF ASPEN
730 E DURANT
ASPEN, CO 81611

FRIAS PROPERTIES OF ASPEN
730 E DURANT
ASPEN, CO 81611

616 WEST MAIN CONDO ASSOC
COMMON AREA
616 W MAIN ST
ASPEN, CO 81611

ASPEN SQUARE CONDO ASSOC
617 E COOPER
ASPEN, CO 81611

SMITH COLTER H
PO BOX 1307
ASPEN, CO 81612

OBX TO ASPEN LLC
4251 MORNING GLORY RD
FORT COLLINS, CO 80526

LHG HOLDING LLC
11777 SAN VICENTE BLVD 9TH FL
LOS ANGELES, CA 90049

GOLDSTEIN MARC
4545 POST OAK PL #100
HOUSTON, TX 77027

PEDRO STEVEN & JERRI REAL ESTATE LLC
7833 OAKMONT BLVD
FORT WORTH, TX 76132

RUFUS CAMI CAMI LLC
1280 UTE AVE #7
ASPEN, CO 81611

DAGGS JAMES K
715 W MAIN ST #101
ASPEN, CO 81611-1659

ULLR HOMEOWNERS ASSOC
520 W MAIN ST
ASPEN, CO 81611

TOLK GAYLA LYNN
117 N SIXTH ST
ASPEN, CO 81611

ALLEN DOUGLAS P
403 LACET LN
ASPEN, CO 81611

SHADOW MOUNTAIN OFFICES LLC
715 W MAIN ST #201
ASPEN, CO 81611

TELAMON HOLDINGS LLC
715 W MAIN ST #204
ASPEN, CO 81611

PROMISE LAND LLC
6412 S QUEBEC ST
ENGLEWOOD, CO 801114628

SMITH BRIDGER R
381 ISABEL HAY RD
ASPEN, CO 81611

CUMMINS RICHARD
617 W MAIN ST #B
ASPEN, CO 81611

GARMISCH LODGING LLC
110 W MAIN ST
ASPEN, CO 81611

COYOTE PEAK LLC
706 W MAIN ST
ASPEN, CO 81611

ALPINE BANK
PO BOX 10000
GLENWOOD SPRINGS, CO 81602

7TH & MAIN AFFORDABLE HOUSING
COMMON AREA
719 W MAIN ST
ASPEN, CO 81611

UMBA ENTERPRISE LLC
605 W MAIN ST #103
ASPEN, CO 81611

604 WEST LLC
604 W MAIN ST
ASPEN, CO 81611

MENENDEZ LUIS A REV TRUST
PO BOX 8036
ASPEN, CO 81612

NECHADEIM REALTY LLC
680 FIFTH AVE 7TH FL
NEW YORK, NY 10019

TELAMON HOLDINGS LLC
715 W MAIN ST #204
ASPEN, CO 81611

605 W BLEEKER LLC
PO BOX 5010
MONROE, CT 06468

LANG JACQUELINE
15 WENTWORTH ST
COTTESLOE WESTERN AUSTRALIA 6011,

MCGUIRE JENNIFER ERIN
501 E DEAN ST
ASPEN, CO 81611

CORTALE ITA
PO BOX 12346
ASPEN, CO 816129237

JAS CAPITAL LLC
617 W MAIN ST #E
ASPEN, CO 81611

ASPEN SQUARE CONDO ASSOC
617 E COOPER
ASPEN, CO 81611

REID SUZANNAH V K
PO BOX 10443
ASPEN, CO 81612

SCHALL FAMILY TRUST
3841 HAYVENHURST DR
ENCINO, CA 91436

DAGGS JAMES K
715 W MAIN ST #101
ASPEN, CO 81611-1659

UMBA ENTERPRISE LLC
605 W MAIN ST #103
ASPEN, CO 81611

ULLR HOMEOWNERS ASSOC
520 W MAIN ST
ASPEN, CO 81611

NALEZNY C GERARD & PENNIE
4251 MORNING GLORY RD
FORT COLLINS, CO 80526

TELAMON HOLDINGS LLC
715 W MAIN ST #204
ASPEN, CO 81611

P & L PROPERTIES LLC
101 S 3RD ST #360
GRAND JUNCTION, CO 81501

PROMISE LAND LLC
6412 S QUEBEC ST
ENGLEWOOD, CO 801114628

TELAMON HOLDINGS LLC
715 W MAIN ST #204
ASPEN, CO 81611

RODRIGUEZ JOANN
605 W MAIN ST #00A
ASPEN, CO 81611

TELAMON HOLDINGS LLC
715 W MAIN ST #204
ASPEN, CO 81611

RUSSO NICK A
PO BOX 4743
ASPEN, CO 81612

HALPERIN ALEXANDRA & BARBARA
52 LARKSPUR DR
CARBONDALE, CO 81623

700 WEST HOPKINS CONDO
700 W HOPKINS AVE
ASPEN, CO 81611

UMBA ENTERPRISE LLC
605 W MAIN ST #103
ASPEN, CO 81611

**CITY OF ASPEN
PRE-APPLICATION CONFERENCE SUMMARY**

PLANNER: Amy Simon, (970) 429-2758
PROJECT: 616 W. Main/616 ½ W. Main
APPLICANT: Halperin/Sedowsky

DATE: 5.2.18

DESCRIPTION: The subject property is a landmark designated parcel containing two historic structures; a Victorian era miner's cottage (616 W. Main- Unit A, 616 W. Main Condo) and an outbuilding (616 ½ W. Main- Unit B, 616 W. Main Condo). The applicant, the owner of Unit B, believes that the existing development on the site is less than the maximum permitted floor area and proposes to convert that unused area into one or more Transferable Development Rights (TDRs.)

TDRs are created in increments of 250 square feet of floor area and must be reviewed and approved by City Council through the passage of an Ordinance. Once approved, the applicant must file a deed restriction on the property noting that for each TDR created the development rights on the site are reduced by 250 square feet. After the deed restrictions are recorded, Community Development Staff will issue the TDR certificates to the owner.

The City plays no role in the sale of TDRs, however the sale price of a TDR is required to be disclosed to Community Development within five days of any transaction.

In preparing this pre-application summary, the Community Development Department became aware that 616 W. Main, Unit A may be out of compliance with previous land use approvals related to the allowed use of the structure. Enforcement action is proceeding separately and if a land use application for TDRs to be removed from this site is submitted and accepted for processing, the City does not waive any right to continue to pursue the enforcement matter. The owner of 616 W. Main, Unit A must provide written consent to the TDR application as a 50% owner of 616 W. Main Condominiums.

Land Use Code Section(s)

26.304 Common Development Review Procedures
26.535 Transferable Development Rights

Review by: Staff for completeness, Council for determination
Public Hearing: Yes, at Second Reading
Referral Agencies: None.
Planning Fees: \$1,300 deposit for up to 4 hours of review (additional billable hours, or hours to be refunded, will be at the rate of \$325 per hour)
Referral Agency Fees: None
Total Deposit: **\$1,300**

To apply, first submit one printed copy of the following information:

- ☐ Completed Land Use Application.
- ☐ Pre-application Conference Summary (this document).
- ☐ HOA Compliance form (Attached).

- ☐ Applicant's name, address and telephone number in a letter signed by the applicant that states the name, address and telephone number of the representative authorized to act on behalf of the applicant.
- ☐ Street address and legal description of the parcel on which development is proposed to occur, consisting of a current (no older than 6 months) certificate from a title insurance company, an ownership and encumbrance report, or attorney licensed to practice in the State of Colorado, listing the names of all owners of the property, and all mortgages, judgments, liens, easements, contracts and agreements affecting the parcel, and demonstrating the owner's right to apply for the Development Application. **To demonstrate the right to apply, the applicant must also provide written consent to the application from the owner of 616 W. Main Condo, Unit A.**
- ☐ An 8 1/2" x 11" vicinity map locating the subject parcel within the City of Aspen.
- ☐ List of adjacent property owners within 300' for public hearing.
- ☐ A notarized affidavit from the sending site property owner signifying acknowledgment of the following:
 - A deed restriction will permanently encumber the sending site and restrict that property's development rights to below that allowed by right by zoning according to the number of historic TDR certificates established from that sending site.
 - For each certificate of development right issued by the City for the particular sending site, that property shall be allowed two hundred and fifty (250) square feet less of floor area, as permitted according to the property's zoning, as amended.
 - The sending site property owner shall have no authority over the manner in which the certificate of development right is used by subsequent owners of the historic TDR certificate.
- ☐ A site improvement survey of the sending site depicting:
 - Existing natural and man-made site features.
 - All legal easements and restrictions.
- ☐ Dimensioned, scaled drawings of the existing development on the sending site and a floor area analysis of all structures thereon.
- ☐ Proposed TDR deed restriction for the sending site.
- ☐ Written response to each of the review criteria.

Once the application is deemed complete by staff, the following items must be submitted:

- ☐ Signed fee agreement and total deposit for review of application.
- ☐ A complete copy of the application, including all items listed above. Provide one printed copy and a digital copy, by email in pdf format.

Disclaimer:

The foregoing summary is advisory in nature only and is not binding on the City. The summary is based on current zoning which is subject to change in the future, and upon factual representations that may or may not be accurate. The summary does not create a legal or vested right.



Homeowner Association Compliance Policy

All land use applications within the City of Aspen are required to include a Homeowner Association Compliance Form (this form) certifying the scope of work included in the land use application complies with all applicable covenants and homeowner association policies. The certification must be signed by the property owner or Attorney representing the property owner.

Property Owner ("I"):	Name: _____	
	Email: _____	Phone No.: _____
Address of Property: (subject of application)		

I certify as follows: (pick one)

- ☐ This property is not subject to a homeowners association or other form of private covenant.
- ☐ This property is subject to a homeowners association or private covenant and the improvements proposed in this land use application do not require approval by the homeowners association or covenant beneficiary.
- ☐ This property is subject to a homeowners association or private covenant and the improvements proposed in this land use application have been approved by the homeowners association or covenant beneficiary. Evidence of approval is attached.

I understand this policy and I understand the City of Aspen does not interpret, enforce, or manage the applicability, meaning or effect of private covenants or homeowner association rules or bylaws. I understand that this document is a public document.

Owner signature: _____ date:

Owner printed name: _____

or,

Attorney signature: _____ date:

Attorney printed name: _____



MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Garrett Larimer, Planner; Community Development

THROUGH: Jennifer Phelan, Interim Community Development Director

MEMO DATE: October 10, 2019

MEETING DATE: October 22, 2019

RE: Ordinance No. 26, Series of 2019; 711 Pfister Drive – Planned Development - Minor Amendment to a Project Review Approval, Ordinance No. 26, Series of 2019 – Second Reading

REQUEST FOR A CONTINUANCE:

The subject application requests approval for an amended Building Envelope and an amended and enlarged Development Envelope for 711 Pfister Drive. Approval is via adoption of an ordinance.

Ordinance approval requires Council approve the ordinance on first reading and set a public hearing date for second reading. Each reading is undertaken at a separate council meeting. Due to an oversight, both readings have been scheduled for the same date. To follow standard procedure and preserve the public noticing requirements that have been undertaken, staff is requesting City Council continue second reading for the Minor Amendment to a Planned Development originally noticed to occur on October 22, 2019 to November 12, 2019.

RECOMMENDATIONS:

Staff recommends that the application be continued to the **November 12th, 2019**. Continuing the hearing will preserve the public noticing requirements for the hearing.

PROPOSED MOTION:

"I move to continue Ordinance No. 26, Series of 2019 to **November 12th, 2019**."



MEMORANDUM

TO: Mayor and City Council

FROM: Sara Ott, City Manager
Jim True, City Attorney

MEETING DATE: October 22, 2019

RE: Ordinance # 25, Series of 2019, Prohibiting the Possession of Deadly Weapons within City-owned Buildings (Second Reading)

REQUEST OF COUNCIL: Ordinance #25, Series of 2019 would prohibit the possession of deadly weapons within City-owned buildings, unless required as part of employment as a peace officer, with appropriately noticed signs at City-owned building entrances.

SUMMARY: Members of City Council have expressed a growing concern with increases in gun and deadly weapon violence throughout the United States. These acts of violence contribute to increased personal safety concerns for visitors, guests and employees. While overall gun and weapons control remains a hotly debated topic in American society, Aspen City Council has the authority through Colorado State Statute to regulate the possession of deadly weapons in City-owned buildings.

BACKGROUND: Municipalities within the state of Colorado have the authority to regulate the possession of certain firearms and deadly weapons in specific settings. Other Colorado municipalities have had similar prohibitions of possession in public buildings in place for a number of years, including the City of Boulder (passed in 1992), City and County of Denver, and City of Aurora. Currently there are no restrictions in the Town of Snowmass Village or Pitkin County owned buildings.

Additionally, the current personnel policies of the City of Aspen prohibit employees from possessing personal weapons in the workplace.

DISCUSSION: City-owned buildings should be considered safe, available, and open for constructive public discourse. In recognition of this, City Council may wish to designate that the possession of a deadly weapon is unnecessary to participate in public business. The lack of weapons contributes to the sense of safety of visitors, guests and employees.

Ordinance 25, Series of 2019 changes the City's code so that the carrying of any deadly weapon is prohibited in City-owned buildings when appropriate signs are placed at the entrances to the buildings. The definition of deadly weapon includes not only firearms but also a "knife, bludgeon, or any other weapon, device, instrument, material, or

substance, whether animate or inanimate, that, in the manner it is used or intended to be used, is capable of producing death or serious bodily injury.”

It should be noted that contrary to the first reading memo, this prohibition does not extend to individuals who are carrying a concealed firearm and who possess a concealed carry permits, unless the City takes the additional step of providing metal detectors with security personnel. Because of questions raised by this statute, the proposed ordinance has been amended to address this issue.

Also, this specific code amendment does not prohibit the right to own certain weapons.

The ordinance makes possession of a deadly weapon, other than by a person with a concealed weapon with a concealed carry permit, while in a city-owned building punishable by up to a \$2,650 fine and up to 1 year in jail.

Questions Raised at First Reading and in Public Comment:

During public comment, members of the public raised questions regarding the legal ability of the City Council to enact the legislation proposed. Specifically, one member stated:

Entities like this have been found guilty by the Supreme Court for passing just such laws because they absolutely infringe on our Second Amendment rights.

Given this and other similar statements, staff felt it was appropriate to address the legal ability of the City to adopt this legislation.

Although it is somewhat unclear as to the basis of the assertions that were made by opponents, it may be appropriate to assume that the public commentators were referring to what is generally recognized as a leading case on gun control, *District of Columbia v. Heller*, 554 U.S. 570, 128 S.Ct. 2783, 171 L.Ed.2d 637 (2008). That was a 5-4 Supreme Court decision that overturned a law in the District of Columbia that was a broad ban on gun ownership. The case included a significant debate between Justice Antonin Scalia for the majority and Justice John Paul Stevens and Justice Stephen Breyer, both of whom wrote dissenting opinions, on the purpose and intent of the Second Amendment. However, it is important to note specific language of Justice Scalia, who wrote for the majority:

Like most rights, the right secured by the Second Amendment is not unlimited. From Blackstone through the 19th-century cases, commentators and courts routinely explained that the right was not a right to keep and carry any weapon whatsoever in any manner whatsoever and for whatever purpose.

Although we do not undertake an exhaustive historical analysis today of the full scope of the Second Amendment, nothing in our opinion should be taken

to cast doubt on longstanding prohibitions on the possession of firearms by felons and the mentally ill, **or laws forbidding the carrying of firearms in sensitive places such as schools and government buildings**, or laws imposing conditions and qualifications on the commercial sale of arms. (Emphasis supplied.)

This language was subsequently relied upon in another Supreme Court case, *McDonald v. City of Chicago, Illinois*, 561 U.S. 742, 130 S.Ct. 3020, 177 L.Ed.2d 894 (2010). Importantly, however, the 10th Circuit Court of Appeals, the Federal Appellate Court which includes Aspen in its jurisdiction, upheld a ban of the possession of weapons on postal service properties. After considering Second Amendment arguments to the contrary, the Court in *Bonidy v. United States Postal Service*, 790 F.3d 1121 (10th Cir. 2015), relying in part on Scalia's statement, held that the ban was constitutional.

Despite the arguments to the contrary but consistent with the clear applicability of the decisions in *Heller*, *McDonald* and *Bonidy*, there have been no cases that have overturned legislation such as that proposed by the City of Aspen and enacted by many other communities throughout Colorado and the Country.

FINANCIAL/BUDGET IMPACTS: None.

ENVIRONMENTAL IMPACTS: None.

STAFF RECOMMENDATION: Staff recommends approval. All office buildings and recreation centers would be identified as places for prohibition of possession of a deadly weapon.

ALTERNATIVES: City Council may choose other options including 1) to not enact this ordinance; 2) request expansion of limitations in other city-owned lands or 3) to designate fewer buildings.

ORDINANCE NO. 25
(Series of 2019)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, AMENDING CHAPTER 15.04 OF THE ASPEN MUNICIPAL CODE, MISCELLANEOUS OFFENSES AND PENALTIES, BY THE ADDITION OF SECTION 15.04.740. DEADLY WEAPONS IN CITY BUILDINGS PROHIBITED.

WHEREAS, the City of Aspen (the “City”) is a legally and regularly created, established, organized and existing municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the “Charter”); and

WHEREAS, Chapter 15.04 sets forth Miscellaneous Offenses and Penalties that apply to all land lying and being within the City and all other land outside the City limits over which the City has jurisdiction and control; and

WHEREAS, in order to provide appropriate levels of security for its visitors, employees, and City officials, and given recent events throughout the nation involving the random use of deadly weapons, the City Council has determined that the prohibition of the possession of deadly weapons within City Buildings is an appropriate action to take for the safety of all its citizens, while in no way affecting a citizen’s right to possess or own a firearm; and

WHEREAS, consequently, the City Council finds that this Ordinance furthers and is necessary for the promotion of public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, THAT:

Section 1: The City Council hereby amends Chapter 15.04 by the addition of the following Section 15.04.740:

Sec. 15.04.740. Deadly Weapons in City Buildings Prohibited.

- (a) No person, other than a peace officer, shall carry, bring, or possess a deadly weapon in the City Council chambers while the Council is in session.
- (b) No person, other than a peace officer, shall carry, bring or possess a deadly weapon in any public building owned by the City and open to the public if the city manager has posted a sign to that effect at every public entrance to the building.
- (c) “Deadly weapon” as used herein means:
 - (I) A firearm, whether loaded or unloaded; or

(II) A knife, bludgeon, or any other weapon, device, instrument, material, or substance, whether animate or inanimate, that, in the manner it is used or intended to be used, is capable of producing death or serious bodily injury.

(d) Until such time as C.R.S Section 18-12-201, et seq., is repealed or amended or until the City installs such devices and personnel that restricts entry to City Buildings pursuant to C.R.S. Section 18-12-214(4), this Section shall not apply to an individual carrying a concealed handgun and who possesses a concealed carry permit issued pursuant to C.R.S Section 18-12-201. Notwithstanding the possession of a concealed carry permit, this Section shall apply to anyone who openly carries a dangerous weapon, including a handgun.

Section 2: Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 3. Effective Date.

Pursuant to the Aspen Municipal Charter, this ordinance shall become effective thirty (30) days following its passage.

Section 4. Existing Litigation.

This ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section 5. Notice

A public hearing on the ordinance was held on October 22, 2019, in the City Council Chambers, Aspen, Colorado, fifteen (15) days prior to which hearing a public notice of the same was published pursuant to Aspen's Municipal Code.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 23rd day of September 2019.

Torre, Mayor

ATTEST:

Linda Manning, City Clerk

FINALLY, adopted, passed and approved this ____ day of ____, 2019.

Torre, Mayor

ATTEST:

Linda Manning, City Clerk

APPROVED AS TO FORM:

James R. True, City Attorney