

AGENDA

CITY COUNCIL REGULAR MEETING

November 9, 2021

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



WEBEX

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Meeting number (access code): 2550 948 3798

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 #092, Series of 2021 - Theatre Aspen 10-Year Lease Renewal

VI.B. Resolution #094, Series 2021 - City of Aspen Component Units APCHA Funds 2022 Budget

- VI.C. Resolution #099, Series of 2021 - Community Enhancement Funds
- VI.D. Resolution #101, Series of 2021 - Update to Outdoor Lighting Standards Professional Services Agreement Clanton and Associates
- VI.E. Resolution #102, Series of 2021 - Utilities Equipment Storage Building - Contract Change Order
- VI.F. Resolution #103, Series of 2021 - Maroon Creek Multi-Use Trail Phase 1 Contract
- VI.G. Resolution #105, Series of 2021 - Lease Agreement with New Cingular Wireless (AT&T) Small Cell wireless facility at the Rio Grande Recycling Center
- VI.H. Resolution #107, Series of 2021 - U.S. Bureau of Reclamation, Federal Grant Assistance Authorization: Maroon Creek Penstock Lining Project
- VI.I. Resolution #108, Series 2021 - 2021 Fall Supplemental Request for APCHA Component Unit Funds
- VI.J. Resolution #109, Series of 2021 - Contract for the demolition of the existing buildings and driveway at 619 S. Monarch
- VI.K. Resolution #110, Series of 2021 - Change Order for Forestry Tree Trimming Contract
- VI.L. Resolution #111, Series 2021 - Adopting the Amended Municipal Records Retention Schedule
- VI.M. Draft Minutes of October 26th, 2021

VII. NOTICE OF CALL-UP

VIII. FIRST READING OF ORDINANCES

- VIII.A. Ordinance #20, Series of 2021 - Electric and Water Rates and Fees
- VIII.B. Ordinance #21, Series of 2021 - Fall Supplemental Request
- VIII.C. Ordinance #22, Series 2021 - 2022 Fee Ordinance
- VIII.D. Ordinance #23, Series of 2021 - Clarifying Tax Code Definition for Motor Vehicle Sales

IX. PUBLIC HEARINGS

IX.A. Resolution #093, Series 2021 - City of Aspen 2022 Budget Resolution

IX.B. Resolution #106, Series of 2021 - Proposed Land Use Code Changes Calculation of Single-Family and Duplex Residential Affordable Housing Mitigation

X. ACTION ITEMS

XI. ADJOURNMENT



MEMORANDUM

TO: Mayor and City Council

FROM: Matt Kuhn, Parks and Open Space Director

THROUGH: Diane Foster, Assistant City Manager

MEMO DATE: November 1, 2021

MEETING DATE: November 9, 2021

RE: Theatre Aspen Amendment to Lease Agreement

REQUEST OF COUNCIL:

Staff is seeking review and approval of an amendment to the 2011 lease with Theatre Aspen for the operation of the theater and tent at Rio Grande Park. Such amendment confirms the terms of the original lease and the automatic extension for ten years as set forth in the original lease and amends certain other matters within the lease, described below.

SUMMARY AND BACKGROUND:

Theatre Aspen has been operating in Rio Grande Park for over 30 years, and has been an important theatrical arts organization to the Aspen area since the 1980's. In 2011, following the reconstruction and improvements at John Denver Sanctuary and Rio Grande Park, Theatre Aspen entered into 10-year lease with the City of Aspen for the construction and operation of the now current theatre building and tent.

Theatre Aspen informed the City that it would like to renew the lease and continue operation of the theater for an additional ten years. The original lease was signed by the City Manager in 2011 following council Ordinance 38-2011, which approves a Special Planned Area for the construction of the tent and the use of the land (Exhibit A).

DISCUSSION:

Theatre Aspen's primary use of the space is for theatrical productions and associated events such as their annual gala. Theatre Aspen produces 3 to 5 productions annually and has increasingly provided theatrical camps and programs for youth, and in 2021, held a free Shakespeare production within John Denver Sanctuary as part of a summer camp program.

Over the last five years, the space has also been rented for incidental events such as weddings or hosted parties, however this use remains a relatively minor use of the space.

Staff worked with Theatre Aspen to establish a mutually agreed limit to the number of non-theater events that are allowed per the lease, in order to maintain the character of the John Denver Sanctuary and avoid interruptions to the general public.

Theatre Aspen has also informed the City that it would like to have the ability to leave the tent up year-round, while continuing to operate only during the summer months. Per Theatre Aspen, this change in procedure would provide time and cost savings associated with striking and storing the tent at the start and end of each summer season. Theatre Aspen is currently working with Community Development on the effort to revise this provision within the SPA ordinance, and this will likely be presented and discussed at a later date.

FINANCIAL IMPACTS:

The Lease designates an annual fee of \$10 per year. Theatre Aspen contributed \$100,000 towards the construction of the Rio Grande Restrooms in 2011, and has contributed to supplemental custodial services in the last several years.

ALTERNATIVES: Council could direct staff to alter or renegotiate the terms of the lease.

RECOMMENDATIONS: Staff recommends approval of the Amendment to Lease Agreement with Theatre Aspen, attached hereto.

CITY MANAGER COMMENTS:

ATTACHMENTS:

Exhibit A – Amendment to Lease Agreement

Exhibit B – Original Lease

RESOLUTION #092
(Series of 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING AN AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF ASPEN AND THEATRE ASPEN AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF ASPEN.

WHEREAS, there has been submitted to the City Council an Amendment to Lease Agreement for the Theatre Aspen Lease at Rio Grande Park, between the City of Aspen and Theatre Aspen, 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 Amendment to Lease Agreement for the Theatre Aspen lease at Rio Grande Park, between the City of Aspen and Theatre Aspen, 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 9th day of November 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, November 9, 2021.

Nicole Henning, City Clerk

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement ("Amendment"), entered into this __ day of _____, 2021, amends that Lease Agreement between the City of Aspen, Colorado ("City") and Theater of Aspen, a Colorado non-profit corporation ("Tenant") effective January 31, 2012 ("Lease Agreement").

Recitals

Whereas, according to the terms of the Lease Agreement, Tenant leases a portion of Rio Grande Park in Aspen, Colorado for purposes of presenting theatrical productions and related operations; and

Whereas, pursuant to the Lease Agreement, Tenant is authorized to place a tent and structures for ticketing and concessions on the leased premises; and

Whereas, the Lease Agreement may be modified by written agreement duly executed by the parties; and

Whereas, the City desires to amend the Lease Agreement to identify more specifically the area that is the leased premises and the uses for the leased premises; and

Whereas, Tenant agree to amend the Lease Agreement to modify the description of the leased premises, and the uses for the leased premises.

Terms

Now, therefore, in consideration of the mutual promises set forth herein the parties agree to amend the Lease Agreement as follows:

1. Premises: The Premises subject to this Lease Agreement shall be the area outlined within the Rio Grande Park as shown on Exhibit 1 appended hereto and by this reference made a part hereof as if fully set forth here.

2. Use: The Premises may be used by Tenant solely for the purpose of placing a non-permanent theater tent in substantially the area shown on Exhibit 1, and constructing or placing an adjoining ticketing and concessionaire's structure to remain on the Premises during the duration of the Lease Agreement. This area will be known as the Primary Operating Area. Tenant may use the Primary Operating Area for the presentation of theatrical productions and related operations (including the annual Gala). Tenant may occasionally rent out the Primary Operating Area to third parties who may use the Primary Operating Area for similar purposes. The uses permitted within the Primary Operating Area shall comply in all respects with any and all conditions required by the City in any approvals that may be granted to the Tenant by the Aspen City Council pursuant to the Aspen Municipal Code.

As shown on Exhibit 1, an adjacent area to the Primary Operating Area shall be made available to the Tenant for special events and is labeled as Secondary Operating Area. Special events and park rentals occurring within the Secondary Operating Area shall comply with current Park Rental and Special Event requirements as stated in the Aspen Municipal Code. When the Secondary Operating Area is used by the Tenant, clear and inviting public access alternatives to John Denver Sanctuary must be identified and maintained. Tenant shall be permitted to rent the Secondary Operating area as a venue to host weddings, or other non-theater special events. There shall be no more than 8 non-theater special events within the Secondary Operating Area per year, and events shall be no longer than one day in duration, including setup and removal of event infrastructure. Areas outside of the Secondary Operating Area (such as John Denver Sanctuary) identified in Exhibit 1 shall not be rented by the Tenant in conjunction with special events within the Secondary Operating Area.

Tenant recognizes that Special Events may occur within the John Denver Sanctuary that are not associated with the Tenant. In the case that a Special Event would like to utilize the Secondary Operating Area, it is at the Tenant's sole discretion to rent the Secondary Operating Area to said party, and that event shall count towards one of the stated 8 events allowed per calendar year.


3. The attached Exhibit 1 supersedes the existing Exhibit 1.

4. All other terms and conditions of the Lease Agreement not expressly modified herein shall remain in full force and effect.

CITY OF ASPEN, COLORADO

By: _____
Name _____
Date _____

THEATER OF ASPEN, INC.

By:  _____
Name _____
Date 10/8

**LEASE AGREEMENT
BETWEEN THE CITY OF ASPEN
AND
THEATRE ASPEN**

THIS LEASE AGREEMENT entered into at Aspen, Colorado, this 31 day of January, 2012, by and between the CITY OF ASPEN, COLORADO, a municipal corporation and home-rule city ("hereinafter "City"), and THEATRE ASPEN a Colorado non-profit corporation (hereinafter "Tenant").

WITNESSETH:

WHEREAS, the City is the owner of the Rio Grande Park in Aspen, Colorado and desires to lease to Tenant certain space within the Rio Grande Park, as further described herein; and

WHEREAS, Tenant desires to lease that certain space within the Rio Grande Park for the purposes set forth below and upon the terms and conditions set forth herein; and

WHEREAS, the City of Aspen City Council on January 9, 2012 approved Ordinance 38, Series 2011, approving an amendment to the Rio Grande SPA Final Development Plan and a Growth Management Exemption as an Essential Public Facility to allow for the construction of a permanent lobby structure, and allowing the tent framing with temporary walls to remain erected for a one-year test period; and

WHEREAS, Ordinance 38, Series 2011, required that Theatre Aspen's lease of the property be re-executed and updated within 180 days of the approval; and

WHEREAS, the parties hereto understand that this Lease Agreement is specifically conditioned upon the Aspen City Council granting the requisite land use approvals for the proposed uses within the Rio Grande Park.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties agree as follows:

1. Term. The initial term of this Lease Agreement shall be for a period of ten (10) years and nine (9) months, effective January 1, 2011, and terminating at the conclusion of Tenant's 2021 season on October 1, 2021. An additional term of ten (10) years (terminating on October 1, 2031) shall automatically be added to the initial term provided that Tenant provides the City with written notice at least 6 months prior to the end of the initial term that it intends to renew the term of this Lease Agreement for an additional ten years. The parties hereto agree to discuss the continuation of the Lease Agreement no less than six (6) months before its termination. Negotiations for the continuation of this Lease Agreement shall be subject to review by the City, and shall proceed upon good faith by both parties.

2. Premises. The Premises subject to this Lease Agreement shall be the area outlined within the Rio Grande park as shown on **Exhibit 1** appended hereto and by this reference made a part hereof as if fully set forth here.

3. Use. The Premises may be used by Tenant solely for the purpose of placing a tent in substantially the area shown on **Exhibit 1**, and constructing or placing a ticketing and concessionaire's structure to remain on the Premises during the duration of this Lease Agreement. Tenant may use the Premises for the presentation of theatrical productions and related operations. Tenant may occasionally rent out the Premises to third parties who may use the Premises for similar purposes. The uses permitted on the Leased Premises shall comply in all respects with any and all conditions required by the City in any approvals that may be granted to the Tenant by the Aspen City Council pursuant to the Aspen Municipal Code.

Prompt clean-up of the Premises after each summer season shall be conducted by Tenant. Materials kept within the Premises should be contained to the tent and structure layout as shown on **Exhibit 1** under protective cover and within existing enclosed structures on property which total approximately 250 sq ft. Any improvements or replacements planned to these existing structures should not cause total enclosed sq footage to exceed 500 sq ft total or maximum height for any enclosed structure to exceed 15 ft. Any unenclosed structures that remain onsite of the Premises year-round, including but not limited to framework for theatre's lobby structure, shall be subject to the prior approval of the City Council by the review of a Specially Planned Area amendment process or the Community Development through administrative review, as applicable.

Tenant shall not use the Premises for any other purposes without the City's written consent. Tenant's use and occupancy of the above-described Premises shall comply with the rules, regulations and ordinances of any governmental authority having jurisdiction over the Premises or the activities performed thereon. Additionally, Tenant shall not use the Premises in any manner that will create an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's operations. In the event that Tenant proposes to use the Premises in a manner that would increase the City's insurance premiums, the City and Tenant agree to discuss such plans to determine if there is a way to minimize the costs to the City and still permit the proposed activity to take place. Tenant shall not keep, use or sell anything prohibited by any policy of fire insurance covering the Premises.

Tenant shall return to City Council one year from the date of approval in Ordinance 38, Series 2011 (January 9, 2013), or as soon thereafter as can be scheduled with City Council, to review the design of the tent framing with temporary walls. City Council shall have the ability to amend the SPA approval as necessary to ensure the visual impacts of the tent framing are sufficiently minimized, including an order to remove the structure if deemed by City Council as the appropriate solution.

Tenant shall undertake a noise monitoring program for its productions to ensure compliance with the City's noise ordinance, as amended from time to time. The noise monitoring program shall

11-

verify compliance with the noise ordinance, by Tenant, before opening night of each production. It shall also include continued monitoring throughout the summer theatre season given background noise levels may vary. Noise level readings shall be taken at multiple locations along the property line of the Rio Grande Park. The noise monitoring program shall be filed with the City of Aspen Environmental Health Department, who may require it to be updated as needed.

4. Time of Occupancy, Acceptance, Surrender of Premises and Abandonment. Tenant shall be entitled to use and occupy the Premises during all times as set forth in the land use approvals granted by the City. At all other times Tenant may use the Premises only with the prior approval of the City. If the Tenant abandons the Premises for a period of more than 30 days (excepting the off-season) then this Lease Agreement shall automatically terminate and shall be considered a breach by Tenant. Tenant shall be responsible for landscape restoration of the Premises to a park condition of turf grass sod.

5. Rent. Tenant agrees to pay a total of \$10.00 per year to the City as rent for the Premises, payable on the first day of each calendar year.

6. Access to Premises. City shall be entitled to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, preventing waste or loss, or enforcing any of City's rights hereunder. Vehicular access to the Premises shall be restricted. Except for sanitation service vehicles and trash removal vehicles intended to service the Premises, vehicular access to the tent site shall be restricted to deliveries of theatre property or tools weighing over 50 pounds. All deliveries must be accompanied by a person on foot in front of the vehicle to warn pedestrians and park users for safety reasons.

7. Maintenance and Repairs. Tenant, at its sole expense, shall keep the Premises in a good, clean and safe condition. Tenant shall be responsible for all maintenance inside the Premises as shown on Exhibit 1, including pathways, entrance landscaping, structures and infrastructure. This list may not be inclusive. Tenant shall not be responsible for snow removal inside the Premises unless required for access to theatre property. The City shall be responsible for irrigation maintenance on the Premises and adjacent park area and be responsible for grounds maintenance in the park area outside of the Premises, including pathways and any lighting outside of the Premises. Tenant shall be responsible for any electrical infrastructure and lighting inside the Premises.

8. Utilities and Security System. Tenant shall be responsible for all utilities used on the Premises. Theatre Aspen shall provide a security check of the site either in person or via a remote monitoring system at least three times per week to ensure the site remains safe and secure.

9. Personal Property. All personal property and trade fixtures placed on the Premises shall be at Tenant's sole risk and City shall not be liable for damage to or loss of such personal property or trade fixtures arising from the acts or neglect of Tenant, its agents or employees. Any personal property or trade fixtures of Tenant or anyone claiming under Tenant, which shall remain on the Premises after the date upon which the Premises shall be

surrendered shall be deemed to have been abandoned and may be retained by City as its property or disposed of by City in such a manner as City sees fit.

10. Taxes. In the event any taxes are levied and assessed upon the Premises or upon the improvements, fixtures or personal property of the Tenant during the term of Tenant's occupancy of the Premises or arising therefrom, or upon the leasehold or possessory interests as created through this lease, Tenant shall be solely responsible to satisfy and pay all such taxes in a timely fashion. Tenant shall not allow any liens for taxes or assessments to exist with respect to the Premises, except that Tenant may permit such taxes or assessment to remain unpaid while pursuing any good faith contest or appeal of same.

11. Indemnification. Unless caused by the negligence of the City, Tenant agrees to indemnify and hold harmless the City, its officers and employees, 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 similar loss, which arise out of or are in any manner connected with Tenant's occupancy of the Premises pursuant to this Agreement, if such injury, loss, or damage is caused in whole or in part by, the omission, error, or negligence of the Tenant, any subcontractor of the Tenant, or which arises out of any workmen's compensation claim of any employee of the Tenant or of any employee of any subcontractor of the Tenant.

12. Public Liability Insurance. Tenant agrees to furnish City with certificate(s) of insurance as proof that it has secured and paid for a policy of public liability insurance covering all standard risks related to the leasing, use, or occupancy, of the Premises. The insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to City. The amount of this insurance, shall not be less than the maximum liability that can be imposed upon the City of Aspen under the laws of the State of Colorado found at C.R.S. 24-10-101 et seq., as amended. At present, such amounts shall be as follows:

\$150,000.00 for any injury to one person in any single occurrence;

\$600,000.00 for any injury to two or more persons in any single occurrence.

In no event shall such insurance amounts fall below those maximum liability limits as set forth at C.R.S. 24-10-114, as amended.

13. Premises Insurance. During the full term of this Agreement, Tenant, at its sole cost and expense, and at Tenant's discretion, may also cause all of the furniture, fixtures, and equipment in the premises to be kept insured, without co-insurance clauses, to the full insurable value against the perils of wind, storm, hail, lightning, explosion, fire and like perils. "Full insurance value" means the cost, as of the date of loss, for replacement of the damaged or destroyed property in a new condition with materials of like size, kind and quality. The insurance shall stand as primary insurance for the furniture, fixtures, and equipment in the Premises to be procured from a company authorized to do business in the

State of Colorado and be satisfactory to the City. All policies as required herein shall contain a waiver of subrogation by the insurer against City.

14. Termination Due to Fire or Similar Catastrophe. If, absent negligence or fault on the part of Tenant, the Premises shall be damaged by fire or other catastrophe so as to render said Premises wholly untenable, and if such damage is so great that a competent licensed architect in good standing in Pitkin County, Colorado, as selected by the City within fourteen (14) days from the date of loss, shall certify in writing to the City and Tenant that the Premises, with reasonable diligence, cannot be made fit for occupancy within ninety (90) days from the happening of the occurrence of the damage, then Tenant shall have thirty (30) days from date of official notification of this decision to decide whether to maintain this Lease Agreement and be solely responsible for restoring the Premises to working condition or whether to terminate this Lease Agreement and vacate the Premises. Such a termination of the Lease Agreement shall not forgive Tenant's obligation to restore the landscape of the Premises to a park condition of turf grass sod as outlined in Section 3. If, however, the damage is not such as to prevent reoccupation and use of the Premises within ninety (90) days, then repairs thereto shall be undertaken by Tenant with all reasonable speed to restore the Premises to its former condition and the Lease Agreement shall remain in effect. All insurance proceeds resulting from Tenant's insurance policies and coverage shall remain property of Tenant, regardless of official decision regarding the condition of Premises or Tenant's decision whether to terminate Agreement and restore the Premises.

15. City to be Named a Co-Insured or Additional Insurance. Tenant shall name City as co-insured or additional insured on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to City thirty (30) days in advance of the effective date.

16. Repairs and Alterations by Tenant. Tenant, pursuant to any land use approvals received from the city, or upon City's written consent, may, at its own expense, make reasonable and necessary alterations or improvements to the Premises. All alterations, additions and improvements shall be performed in a workmanlike manner, in accordance with all applicable building and safety codes, and shall not weaken or impair the structural strength or lessen the value of the Premises. All alterations, additions and improvements made in or to the Premises shall be the property of Tenant and remain the property of Tenant upon termination of this Lease Agreement. Tenant agrees that prior to any construction or installation of alterations, additions or improvements, Tenant shall post on the Premises in a conspicuous place a notice of non-liability for mechanic's lien as specified at C.R.S. Section 38-22-105 on behalf of the City and shall notify City of such posting and the exact location of same. Perfection of a mechanic's lien against the Premises as a result of Tenant's acts or omissions may be treated as a material breach of this Lease Agreement.

17. Repairs and Alterations by City. City reserves the right, from time to time, at its own expense and by its officials, employees and contractors, to make such alterations, maintenance activities, renovations or repairs in and about the Rio Grande Park, other than those noted above as required by Tenant, as City deems necessary or desirable and Tenant

covenants to make no claim against City for any interference with its interest as herein provided in the Premises. Any such activity within the Premises may only take place upon Tenant's consent. City shall provide reasonable notice to Tenant in advance of any intent to undertake any work in the Rio Grande Park as authorized in this paragraph and all work shall be performed at such times as may be mutually agreed to between the parties so as to eliminate or minimize any disruption of Tenant's business. The City shall, however, have the final decision making authority as to what time is reasonable under the circumstances.

18. Condemnation. If during the term of this Lease Agreement, or any renewal of it, the whole or part of the Premises, or such portion as will make the Premises unusable for the purpose leased, or the leasehold interest, be condemned by public authority, including City, for public use, then this Agreement shall cease as of the date of the vesting of title in the Premises in such condemning authority, or when possession is given to such authority, whichever event occurs first. Tenant shall not be entitled to any part of any condemnation award for the value of the unexpired term of this Agreement or for any other estate or interest in the Premises, such amount belonging entirely to City.

19. Assignment of Agreement. Tenant shall not assign, pledge, sublease or otherwise dispose of or encumber this lease, or the leased Premises, without the prior written consent of the City, except as allowed in section 3 above. Such consent shall not be unreasonably withheld. Tenant shall, likewise, not permit any third party to occupy or use the Premises absent the prior written consent of the City except as allowed in Section 3.

20. Signs. Tenant shall not place any signs upon the Premises or upon the Rio Grande Park except of such design and construction as may be permitted by City. It is understood by the parties that placement of an identification sign or signs is important and necessary to Tenant's business. Accordingly, the City hereby consents to allowing Tenant to place banners of Tenant's choosing within the Premises as shown on Exhibit 1 provided they comply with the City's sign code. Additional banners or signs outside of the Premises within Rio Grande Park may only be placed with the approval of Parks staff. Any sign permitted by City shall at all times comply with applicable ordinances, rules and regulations.

21. Breach by Tenant Defined. If Tenant shall fail to timely comply with any of the terms or conditions of this Agreement, any term or condition of the land use approvals granted by the City, or any notice given under it, or shall become insolvent, or shall have or attempt to make an assignment for the benefit of creditors, or if any of its property be attached and such attachment is not promptly released, or if an execution be issued against it, or, if a petition be filed by or against it, to have it adjudicated a bankrupt, or if a trustee or receiver shall be created or appointed to take charge of its assets, or if it shall abandon the Premises for a period of more than thirty (30) days (not including seasonal closures) then at any time afterwards City may treat such act or omission as a breach of this Lease Agreement and, at its option, enter into the Premises and remove all persons and take and retain possession thereof either with or without process of law.

22. City's Remedy for Breach. Any breach, default or failure by Tenant to perform any of the duties or obligations assumed by Tenant under this Lease Agreement shall be cause for termination of the Lease Agreement by City in the manner set forth in this paragraph. City shall deliver to Tenant thirty (30) days' prior written notice of its intention to terminate this Lease Agreement, including in the notice a reasonable description of the breach, default or failure. If within that thirty (30) days Tenant shall fail or refuse to cure, adjust or correct the breach, default or failure to the reasonable satisfaction of City, the City shall have the right to declare this Lease Agreement terminated and all rights, powers and privileges of Tenant as provided through the Lease Agreement shall cease, and Tenant shall immediately vacate the entire Premises and shall make no claim of any kind against City by reason of the termination. The thirty (30) days' prior written notice shall be conclusively determined to have been delivered to Tenant by the hand delivery of same upon the Tenant's primary address set forth herein, or at the time it is deposited in the U.S. Mail, certified, postage prepaid, addressed to the address set forth herein.

23. Non-Waiver of Rights. Any failure by City to so terminate this Lease Agreement as herein provided after the breach, default or failure by Tenant to adhere to the terms of the Lease Agreement shall not be deemed or construed to be a waiver or continuing waiver by City of any rights to terminate the Lease Agreement for any present or subsequent breach, default or failure.

24. Non-Discrimination. Tenant agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Premises and its use. In performing under the Lease Agreement, Tenant shall not discriminate against any worker, employee or job applicant, or any member of the public, because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, affectional or sexual orientation, family responsibility or political affiliation, nor otherwise commit an unfair employment practice.

25. Notice. Whenever this Agreement calls for or provides for notice and notice is not otherwise specified, the same shall be provided in writing and shall be served on the person(s) as designated by the parties below, either in person or by certified mail, postage prepaid and return receipt requested.

For City: Aspen City Manager
130 South Galena Street
Aspen, Colorado 81611

For Tenant: Managing Director
Theatre Aspen
110 E. Hallam St., Ste 103
Aspen, CO 81611

The parties may change or add such designated person(s) or addresses as may be necessary from time to time in writing.

26. Binding Effect. All of the terms and conditions as contained in this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

27. Controlling Law. This Lease Agreement shall be enforced and interpreted in accordance with the laws of the State of Colorado. Any action brought to enforce or interpret this Agreement shall be brought in the District Court in and for Pitkin County, Colorado. In the event of litigation between the parties concerning this Agreement or matters arising therefrom, the prevailing party shall be awarded its costs and reasonable attorney's fees.

28. Entire Agreement. This instrument constitutes the entire Lease Agreement by the parties concerning the Premises and shall supplant and supersede any previous agreements between the parties pertinent to the Premises. Any prior or contemporaneous oral or written agreement that purports to vary from the terms as set forth herein shall be void and of no effect.

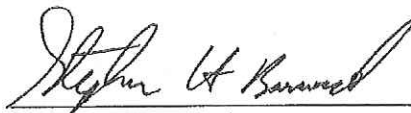
29. Amendments. Except as otherwise provided herein, this Lease Agreement and all of its terms and conditions may not be amended or modified absent a written agreement duly executed by the parties.

30. Condition Precedent. This Lease Agreement is specifically conditioned upon the Aspen City Council granting the requisite land use approvals to Tenant for the proposed uses on the Leased Premises and Tenant's acceptance of same, including any conditional terms related to approvals. Furthermore, this Lease Agreement is hereby subject to all the terms and conditions that may be required by the Aspen City Council in any land use approvals granted to Tenant for the proposed uses described herein.

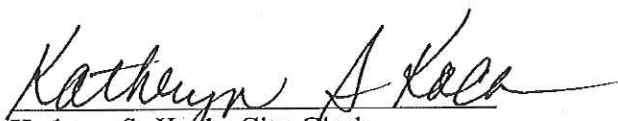
WHEREFORE, the parties, through their duly authorized representatives, have executed this Agreement upon the dates as forth herein.

THE CITY OF ASPEN, COLORADO

By:


Steve Barwick, City Manager

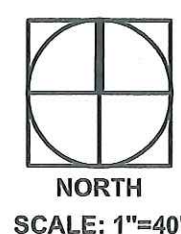
ATTEST:


Kathryn S. Koch, City Clerk

TENANT:

Theatre Aspen

By: Emily Zeck
Emily Zeck, Managing Director



Aspen, Colorado

CITY OF ASPEN
PARKS AND RECREATION
DEPARTMENT

130 SOUTH GALENA STREET
ASPEN, COLORADO 81611
PHONE 970.920.5120
FAX 970.920.5128



MEMORANDUM

TO: City Council
FROM: Andrew Kramer, Budget Manager
THRU: Sara Ott, City Manager & Pete Strecker, Finance Director
MEETING DATE: November 9, 2021
RE: Approval of Resolution No. 94 (Series 2021) – 2022 Budgets for the Housing Administration, Smuggler Affordable Housing & APCA Development Funds

Request of Council: Staff is requesting City Council recognition of the Aspen Pitkin County Housing Authority (APCHA), Smuggler Affordable Housing Fund and APCA Development Fund budgets for calendar year 2022.

Previous Actions: The 2022 proposed budgets for these three affordable housing funds were presented and discussed at the October 25th & November 1st work sessions with City Council. Approval of the APCA budget by resolution has occurred annually as a statement of recognition by the Council for its support of budget and subsidy provided by the City of Aspen.

Summary and Background: In addition to the normal adjustments to the base budget, the 2022 Proposed Budgets for the APCA Housing Administration Fund include supplemental increases of:

- \$100,000 for a grant consultant to research and write grant applications for funding to support the maintenance of APCA properties (one-time).
- \$123,750 to include APCA staff within the employee pool eligible to participate in the City of Aspen's own internal affordable housing program (on-going).
- \$19,870 for a 2% cost-of-living adjustment.

When added to base authority, supplemental requests require the City and County to subsidize the APCA budget by \$392,900 each. The subsidy fluctuates year-over-year to maintain 100% of the annual 12.5% required reserve level and will ebb and flow due to one-time financial events. Revenue of \$250,000 is projected for first time sales of 60% of the Burlingame Phase 3 affordable housing units. The remaining 40% is projected in 2023 at \$150,000. Sales revenue is a 2% fee of the total unit sales.

The budget for the Smuggler Affordable Housing Fund (wholly owned by APCA) reflects operational and capital costs associated with this low-income rental property.

The 2022 budget for the APCA Development Fund reflects the revenue and operating costs for an APCA owned rental housing unit at 107 Aspen Mountain Rd. Revenues (\$10,000) and expenses (\$6,200) were incorporated and discussed on November 1.

Fund Name	Opening Balance	Revenue Budget	Expenditure Budget	Ending Balance
Housing Administration (APCHA) Fund	\$710,684	\$2,603,390	\$2,945,850	\$368,224
Smuggler Housing Fund	\$424,729	\$80,600	\$84,960	\$420,369
APCHA Development Fund	\$1,266,035	\$10,000	\$6,200	\$1,269,835
Total	\$2,401,448	\$2,693,990	\$3,037,010	\$2,058,428

Recommendations: Staff requests City Council approval of the proposed budget for the Housing Administration Fund, Smuggler Affordable Housing Fund and the APCHA Development Fund for 2022.

City Manager Comments:

RESOLUTION NO. 94

(SERIES OF 2021)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN,
COLORADO APPROVING THE 2022 BUDGET FOR ASPEN PITKIN COUNTY
HOUSING AUTHORITY HOUSING ADMINISTRATION FUND, SMUGGLER
AFFORDABLE HOUSING FUND AND APCA DEVELOPMENT FUND**

WHEREAS, the Aspen Pitkin County Housing Authority is a standalone entity, uniquely separate from the City of Aspen and Pitkin County, and

WHEREAS, the City of Aspen directly appoints one director and one alternate director, and jointly with the County Commissioners appoints three additional directors and one alternate director. The County Commissioners appoints the remaining two, one director and one alternate director, for a total of the eight Board Members for the Aspen Pitkin County Housing Authority, with the intent that City of Aspen is expressly represented in matters concerning affordable housing in and around the Aspen community, and

WHEREAS, the City of Aspen annually subsidizes the operations of the Aspen Pitkin County Housing Authority administrative functions, and

WHEREAS, pursuant to the current intergovernmental agreement, the Housing Authority Executive Director must prepare and present annual budgets and make recommendations to the City and County for their adoption, and

WHEREAS, the budget as submitted in Exhibit A sets forth the amount anticipated to be appropriated by the Aspen Pitkin County Housing Authority for expenditure, and estimated revenues, for each accounting fund for the calendar year of 2022,

NOW THEREFORE, be it resolved by City Council, that the budgets for the Aspen Pitkin County Housing Authority Housing Administration Fund, Smuggler Affordable Housing Fund, and APCA Development Fund for fiscal year 2022 are hereby approved. All constituted appropriations amounting to \$3,037,010, and estimated revenues amounting to \$2,693,990, are hereby declared to be sufficient and necessary to pay the expenses and certain indebtedness, and provide for a reasonable fund balance at the close of the fiscal year beginning January 1, 2022 and ending December 31, 2022, as required pursuant to 29-1-103 (2), C.R.S.

Adopted this 9th day of November 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk of the City of Aspen, Colorado, do hereby certify that the foregoing is a true and accurate copy of the Resolution adopted by the City Council at its meeting held on the 9th day of November 2021.

Nicole Henning, City Clerk

Exhibit A – Aspen Pitkin County Housing Authority Funds

Fund Name	Opening Balance	Revenue Budget	Expenditure Budget	Ending Balance
Housing Administration (APCHA) Fund	\$710,684	\$2,603,390	\$2,945,850	\$368,224
Smuggler Housing Fund	\$424,729	\$80,600	\$84,960	\$420,369
APCHA Development Fund	\$1,266,035	\$10,000	\$6,200	\$1,269,835
Total	\$2,401,448	\$2,693,990	\$3,037,010	\$2,058,428

MEMORANDUM

TO: Mayor and City Council
FROM: Pete Strecker, Director of Finance
THRU: Sara Ott, City Manager
MEETING DATE: November 9, 2021
RE: Resolution #099, Series of 2021 – Community Enhancement Funds

REQUEST OF COUNCIL: The Finance department is requesting Council approval to release the restricted designation on the Community Enhancement Funds. The amount of funding received since the last Council approval equates to \$291,163 for years 2018 through 2020. These dollars, plus a carried balance of \$10,101 from previous receipts is available.

PREVIOUS COUNCIL ACTION: Staff most recently brought forth a resolution for this same purpose back in 2018 (and 2014 before that). Council approval granted through previous actions equates to the unrestricted designation of roughly \$1.4M and covered Holy Cross receipts from 2007 through 2017.

BACKGROUND: Community Enhancement Funds are received annually and reflect a voluntary fee paid by Holy Cross, equal to 1% of gross revenues. These fees are in addition to the 3% franchise fee, as outlined within Ord #11 (1998) and Ord #44 (2003) which established both fees.

Per the City's agreements with Holy Cross, Community Enhancement Fund revenues are designated for specific purposes that include: (1) beautification projects, (2) energy conservation projects, (3) equipment and technology upgrades for schools, (4) scholarship funds, (5) acquisition of open space and/or park land and development thereof, (6) sponsorship of special community events, and (7) undergrounding of overhead electric utility lines.

DISCUSSION: As a reflection of these funds being applied to allowable purposes as noted above, this resolution requests the application of these dedicated resources to past community special events (annual New Year's Eve fireworks events, Community Picnic and 4th of July celebrations). Note that 2020 events were light in 2020 due to the COVID pandemic, but had those events occurred, a greater portion of these Enhancement dollars would have been applied.

Finally, it is important to note that past resolutions supported these same type of events, but also were applied towards energy efficiency projects such as a lighting upgrade project throughout our recreational facilities. With the new City Hall coming on line in late 2021, there will be significant costs that the City incurred to install energy efficiency upgrades to this new space and it is proposed that future collections and the remaining unapplied restricted fund balance be considered for these expenditures in a future resolution similar to this.

FINANCIAL/BUDGET IMPACTS: Action to approve the proposed resolution will lift the spending restriction on \$228,862 sitting in the General Fund's accumulated balance. This action is essentially a quasi-reimbursement type action that will reflect that City funds have already covered these costs for community events and that Enhancement Funds can reimburse these

costs, thereby lifting the restriction. Therefore, no new financial impacts are associated with this resolution.

RECOMMENDED ACTION: Staff recommends approving the removal of the dedicated resources designation on Community Enhancement Fund revenues collected between 2018 through 2020.

PROPOSED MOTION:

I move to approve Resolution #. 099, Series of 2021 - A resolution releasing the restricted designation of the Community Enhancement Fund collections totaling \$228,862.

RESOLUTION #099

(Series of 2021)

A RESOLUTION OF THE ASPEN CITY COUNCIL APPROVING THE RELEASE THE COMMUNITY ENHANCEMENT FUNDING RECEIVED FROM HOLY CROSS FROM THE RESERVED FUND BALANCE IN THE GENERAL FUND.

WHEREAS, the Aspen City Council approved Ordinance #11, 1998, granting a franchise to Holy Cross Energy, and approved Ordinance #44, 2003, a revision to the franchise, and

WHEREAS, said ordinances state that in addition to a 3% franchise fee, Holy Cross will pay a voluntary 1% of gross revenues to fund a Community Enhancement Fund, and

WHEREAS, these funds are designated for specific programs that are designed to make a difference in people's lives and the community in which they reside including (1) beautification projects; (2) energy conservation projects; (3) equipment and technology upgrades for schools; (4) scholarship funds; (5) acquisition of open space and/or park land and development thereof; (6) sponsorship of special community events; and (7) undergrounding of overhead electric utility lines, and

WHEREAS, past uses of Community Enhancement funding include energy conservation projects and a LED lighting upgrade at the Aspen Recreation Center (ARC) and special community events like the New Year's Eve Celebration and Pro Cycling Challenge¹, and

WHEREAS, the City has experienced additional qualifying costs over the three-year period 2018-2020 equal to \$228,862 associated with the annual New Year's Eve, Fourth of July and Community Picnic celebrations,

NOW, THEREFOR, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN COLORADO, THAT:

Section 1

The Finance Director of the City of Aspen is hereby directed to release the restrictive designation of the funds held in the reserve account entitled "Community Enhancement Funds" and make all other accounting steps necessary to release \$228,862 of said funds as described in the following table in the General Fund for 2021.

¹ Past resolutions (Res #30 (Series 2011); Res #30 (Series 2014); Res #73 (Series 2018)) have lifted restrictions within the General Fund equal to \$1,430,631.

	Reso. #099 (2021)			
	2018	2019	2020*	YTD
Special Community Events				
New Year's Eve	\$49,200	\$55,976	\$15,410	\$120,585
Community Picnic	\$17,697	\$18,378	\$0	\$36,075
4th of July	\$30,326	\$41,876	\$0	\$72,202
Expenses of Qualifying Projects	\$97,223	\$116,230	\$15,410	\$228,862

Carried Balance from Prior Years	\$10,101			\$10,101
Annual Revenue	\$94,558	\$98,653	\$97,952	\$291,163
Total Funds Available				\$301,264
Amount Included In Current Reso.				\$228,862
Remaining Ending Balance **				\$72,401

* Events cancelled due to public health concerns with COVID pandemic

** Ending balance of \$72,401 will be carried forward and eventually can be applied towards new City Hall energy efficiency installations / upgrades.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 9th day of November 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held on the 9th day of November 2021.

Nicole Henning, City Clerk



MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Ben Anderson, Principal Long-Range Planner

THROUGH: Phillip Supino, Community Development Director

MEMO DATE: November 3, 2021

MEETING DATE: November 9, 2021

RE: Resolution No. 101, Series of 2021
Professional Services Contract with Clanton and Associates
Update to Outdoor Lighting Standards in the Land Use Code

REQUEST OF COUNCIL: Staff is requesting Council approval of Resolution No. 101, Series of 2021, granting approval of a contract with Clanton and Associates for professional services related to an update of the outdoor lighting standards within the City's Land Use Code.

SUMMARY AND BACKGROUND:

The City of Aspen's outdoor lighting regulations were last comprehensively updated in 1999. Fundamental changes to lighting technology, evolving design trends, and a growing understanding of the value of the night skies to community character and sense of place have raised the need for a full overhaul of residential, commercial, and public outdoor lighting standards. It is important to note that the lighting standards in the Land Use Code do not apply to lighting in the Right-of-Way, including Aspen's system of streetlights and lighting related to transit facilities.

In 2019, Council provided budget authorization of \$50,000 for professional services in support of staff towards this update to lighting standards. Due to staffing turnover, other priorities in a robust work plan, and the added challenges related to the COVID-19 response, ComDev Staff was able to issue an RFP for these professional services in July of 2021.

Staff received four proposals from firms located locally and with offices in the Front Range. The initial proposals ranged widely between \$50K and \$200K. Staff identified the top two proposals and asked for a resubmission with direction to scale back some aspects of the proposals to meet budget constraints (both had initial proposals in excess of \$100K).

Both firms came back with updated proposals. Staff evaluated the new proposals and unanimously agreed that Clanton's proposal was superior.

DISCUSSION: The contract with Clanton and Associates (based in Boulder, CO) for completion of the services in support of updating the Outdoor Lighting Standards is for \$93,078 and is expected to be completed by the end of 2022.

Staff's recommendation of the contract is based on the following qualities of Clanton and Associates proposal:

- Demonstrates extensive experience in the drafting of lighting standards in communities across the country and have experience in working in Aspen and other mountain communities.
- Are currently working on the update to Pitkin County's lighting standards. This will provide excellent opportunity to create consistency across jurisdictional lines where appropriate.
- Describes a comprehensive process to understand our current code and its challenges, and document existing conditions.
- Displays a sophisticated understanding of the discussions and outreach that will be necessary ahead of drafting specific code language.
- Provides opportunities for the community and stakeholders to better understand new lighting technology, choices that we have in regulating lighting, and a demonstration of best practices in the industry. One aspect of this that staff is particularly excited about is a Light Source Color Demonstration that will illustrate the impacts of different lighting colors on the eventual performance standards that are developed.
- Identifies a visioning session to arrive at general areas of community and stakeholder agreement prior to standards being drafted.
- Demonstrates an understanding of the work that will be necessary to develop lighting performance standards differentiating different land uses.
- Includes an expert in the environmental and wildlife impacts of outdoor lighting in the project team.
- Have helped other communities navigate discussions considering designation as an International Dark Skies Community. If Aspen decides not to pursue this formal path, Clanton can help implement policies and best practices in pursuit of more general improvements toward protecting our night skies from light pollution.

Staff recognizes that \$93K is a significant expenditure for professional services related to a code amendment. However, the process necessary to arrive at community consensus

and the technical expertise necessary to understand trends and best practices in lighting performance justify working with a team of experts. The quality of the Clanton and Associates proposal and the firm's reputation for quality work provides clear indication that the City will receive solid value from this contract.

FINANCIAL IMPACTS: The funding of the project comes from two sources:

1) \$50,000 – previously approved items in Community Development's budget specifically appropriated by Council in 2019 for an update to the lighting standards.

2) \$43,078 – derived from Community Development's 2021 long-range planning and operational budgets.

There are no new budget requests related to this contract.

ENVIRONMENTAL IMPACTS: N/A

ALTERNATIVES: N/A

RECOMMENDATIONS: Staff recommends Council approval of Resolution No. 101, granting approval of a contract for an update to Aspen's Outdoor Lighting Standards.

CITY MANAGER COMMENTS:

EXHIBITS:

None – Full contract and proposal is a exhibit to the Resolution

**RESOLUTION NO. 101
(SERIES OF 2021)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,
APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND CLANTON AND
ASSOCIATES 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 professional services in support of an Update to Outdoor Lighting Standards in the Land Use Code, between the City of Aspen and Clanton and Associates, 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 hereby approves that Contract for an Update to Outdoor Lighting Standards, between the City of Aspen and Clanton and Associates, a copy of which is attached 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 9th day of November, 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, November 9, 2021.

Nicole Henning, City Clerk



CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2021-172

AGREEMENT made as of November 10, 2021.

BETWEEN the City:

The City of Aspen
c/o Sara Ott
130 South Galena Street
Aspen, Colorado 81611
Phone: (970) 920-5083

Contract Amount:

Total: \$ 93,078

And the Professional:

Clanton and Associates
c/o Dane Sanders, President
4699 Nautilus Ct. S, Suite 102
Boulder CO 80301
Phone: 303.530.7229

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: November 9, 2021 (to be considered)

Resolution #101, Series of 2021

For the Following Project:

Update to Outdoor Lighting Standards in City of Aspen Land Use Code

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work and Fees.
Exhibit B: Project Timeline

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** and guided by the project timeline attached as **Exhibit B** 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 December 31, 2022. 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 A** 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 TWO MILLION DOLLARS (\$2,000,000.00) 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 TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(iii) *Comprehensive Automobile Liability* insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) 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 TWO MILLION DOLLARS (\$2,000,000) aggregate.

(c) 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 materially changed 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.

(viii) 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:

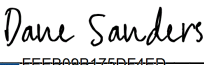
[Signature]

By: _____
[Name]

Title: _____

Date: _____

PROFESSIONAL:

DocuSigned by:


FEEB09B175DF4ED...
[Signature]

Dane Sanders
By: _____
[Name]

Title: President _____

Date: 10/21/2021 | 12:08:21 PM CDT

Approved as to form:

City Attorney's Office

EXHIBIT A: Project Scope and Fees
EXHIBIT B: Project Timeline



CLANTON & ASSOCIATES

LIGHTING DESIGN AND ENGINEERING

Update to Outdoor Lighting Standards in City of Aspen Land Use Code



Letter of Transmittal

CLANTON & ASSOCIATES


LIGHTING DESIGN AND ENGINEERING

4699 Nautilus Ct S STE 102,
Boulder, CO 80301

(303) 530-7229

TO:

Asal Vojdani

City of Aspen

130 South Galena St.

Aspen, CO, 81611

Telephone: 970-920-5408

E-mail: asal.vojdan@cityofaspen.com

DATE: 10/13/2021

PROJECT: Update to Outdoor Lighting
Standards in City of Aspen Land Use Code

Project Number: 2021-172

Clanton & Associates is pleased to submit our response to the Update to Outdoor Lighting Standards in City of Aspen Land Use Code. Please find our response enclosed.

Thank you for your time and consideration,



Dane Sanders, President
Clanton & Associates, Inc.
dane@clantonassociates.com
(303) 530-7229

Update to Outdoor Lighting Standards in City of Aspen Land Use Code

Section 1: Introduction

13 October, 2021

Asal Vojdani
City of Aspen
130 South Galena Street
Aspen, CO, 81611
970-920-5408 | asal.vojdan@cityofaspen.com

Re: Aspen Outdoor Lighting Standards
Lighting Ordinance Consulting Proposal
Clanton Project #21050

Clanton & Associates, based in Boulder, CO, has over 40 years of experience developing outdoor lighting standards for cities, states and national institutions. As leaders in lighting design and electrical engineering, our mission is centered on innovation to reduce climate change by creating lighting and energy standards for designing beautiful, safe and healthy environments. This opportunity to develop the new Outdoor Lighting Standards for the City of Aspen is an opportunity that is perfectly aligned with our mission, leadership skills and inclusive community engagement approach.

We are assembling a team to provide the highest quality this project. Our local and national experience in developing outdoor lighting standards, ordinances and master plans is leading the industry by applying the latest research in visibility, safety, dark skies and human and environmental health.

The Clanton & Associates team includes:

- **Brittany Lynch**, a Senior Lighting Designer. She brings her project management and design experience to the team with an expertise in a range of project types including hospitality, residential, outdoor lighting master planning and ordinance development including her current work on the Pitkin County Outdoor Lighting Code. Brittany will be the Project Manager.
- **Dane Sanders**, President. Dane approaches challenging projects with innovative designs and strong technical solutions. He has developed street and pedestrian lighting standards for cities such as Salt Lake City, City of Westminster and City of Aurora. His project experience includes streetscapes, public realm, roadway, mass transit, landscape, hospitality, conference centers, fountains and façade lighting, including Denver Union Station, Aspen Meadows Pavilion and Doerr-Hosier Center at the Aspen Institute. Dane will be the Principal-in-Charge and provide leadership in the project approach and community engagement.
- **Kaitlyn McConnell**, Lighting Engineer II. Kaiti is drawn to the technical challenge and artistic opportunities that lighting design offers. She offers support throughout the project by developing lighting plans, renderings, and selecting luminaires per the unique requirements of each community, electrical utility, and CDOT. Kaitlyn will provide technical project support.
- As an additional resource, if deemed necessary, we will include **Dr. Travis Longcore**, the world's preeminent ecological scientist in the study of the effects of light at night on wildlife, his research and thought leadership provides a balance of human, wildlife and environmental needs related to outdoor lighting. If needed, Travis will contribute research that will help guide decisions and will review the standards from a preservation perspective.

Our recently completed street lighting master plan for Salt Lake City is setting a new example for creating balance with urban and natural environments. We are currently in the process of completing the new Pitkin County Lighting Code. On a national level, Nancy Clanton, founder and CEO of Clanton & Associates, has been the chairperson of multiple committees of the Illuminating Engineering Society (IES) and International Dark-Sky Association (IDA), including:

- Joint IES/IDA Model Lighting Ordinance, which provides a common framework for city lighting ordinances with the flexibility for cities to adapt to local issues.
- IES LP-2-20 Designing Quality Lighting for People in Outdoor Environment
- IES LP-11-20 Environmental Considerations for Outdoor Lighting

Our approach engages city departments, communities, and stakeholders in a process that is inclusive and considerate of different perspectives. Through this engagement process, we will identify the City's priorities that will serve as guideposts for the decisions and ultimate success of these new Outdoor Lighting Standards with understanding and acceptance from the community as a whole.

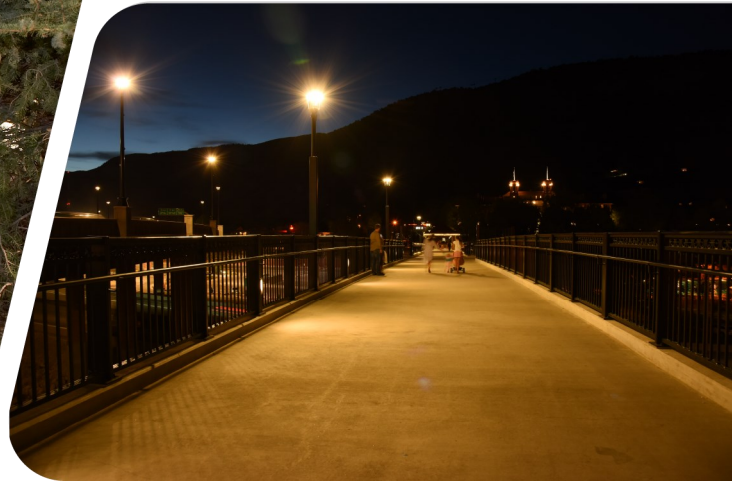
Clanton & Associates has designed many lighting projects in the Roaring Fork Valley, including street and pedestrian lighting, bridges, hospitality, ski areas, and conference centers. We understand the challenges of designing and documenting lighting designs to meet standards and ordinances, and we apply this experience to the standards and ordinances that we develop so that they are feasible to submit and to review. This understanding from multiple perspectives makes our standards and ordinances more defensible and practical, while achieving the unique goals of each city.

Our team has the highest level of commitment to the City of Aspen. We understand and listen to the community. We are dedicated to keeping up on the latest research related to nighttime visibility and safety, human health and environmental health. We engage in developing the standards for responsible lighting, both locally and nationally. Clanton & Associates will ensure that these new Outdoor Lighting Standards meet the expectations of the City, the community, and stakeholders.

Sincerely,



Dane R. Sanders, PE, LEED AP, IES
President
Clanton & Associates, Inc.



Section 2: Qualifications & Experience

Clanton and Associates, Inc. is an award-winning design firm that specializes in sustainable lighting design. The firm has been committed to environmentally sensitive design since 1981. Clanton & Associates employs 20 people including four registered engineers, and six senior designers. Three design staff members are LEED Accredited Professionals. Since being founded, Clanton & Associates has participated in over 3,000 design projects of all types and sizes. The firm's diverse portfolio of work includes: interior and exterior lighting design projects and the development of local and national lighting standards.

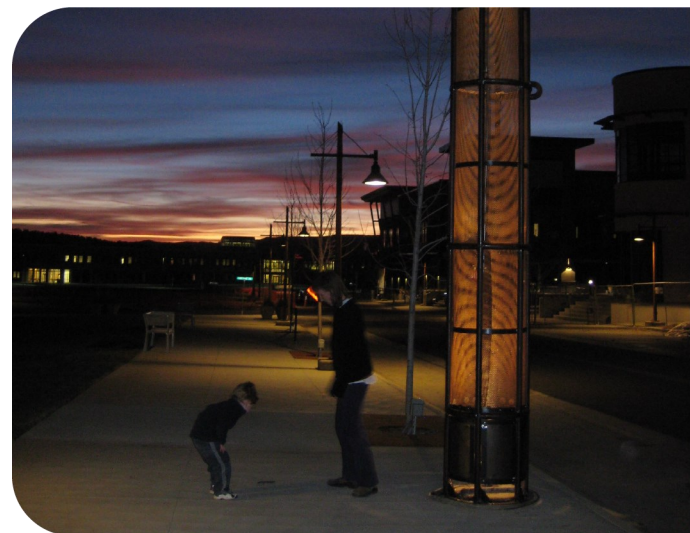
The firm has successfully developed outdoor lighting codes, standards, and guidelines for national organizations, state agencies, municipalities, local developments and campuses, with an emphasis on controlling and reducing light trespass, light pollution, and glare in nighttime environments. Our process is a collaboration with the client and team to develop standards that best fit the client's goals. We engage in field studies and surveys to gather opinions from multiple perspectives and use these results guide the standards.

Firm members participate in the research and development of new lighting standards and apply the most current visibility criteria to each project.

Section 2: Select Project Experience

City of Aspen & Regional Experience:

- Aspen Pedestrian Mall, Aspen, CO*
- Paepke Transit Hub, Aspen, CO*
- Aspen Lodge, Aspen, CO
- Pitkin County Pedestrian Tunnel, Aspen, CO
- Maroon Creek Bridge, Aspen, CO
- Aspen Valley Hospital, Aspen, CO
- Aspen Meadows Pavilion Addition, Aspen, CO
- Doerr-Hosier Center at the Aspen Institute, Aspen, CO
- Grand Avenue Bridge, Glenwood Springs, CO
- SH 133 Carbondale Roundabout, Carbondale, CO
- VelociRFTA BRT Bus Stops, Pitkin County, CO
- Westin Snowmass, Snowmass, CO
- I-70 Eagle Interchange & Pedestrian Bridge, Eagle, CO
- Amory Lovins Residence, Old Snowmass, CO



Update to Outdoor Lighting Standards in City of Aspen Land Use Code

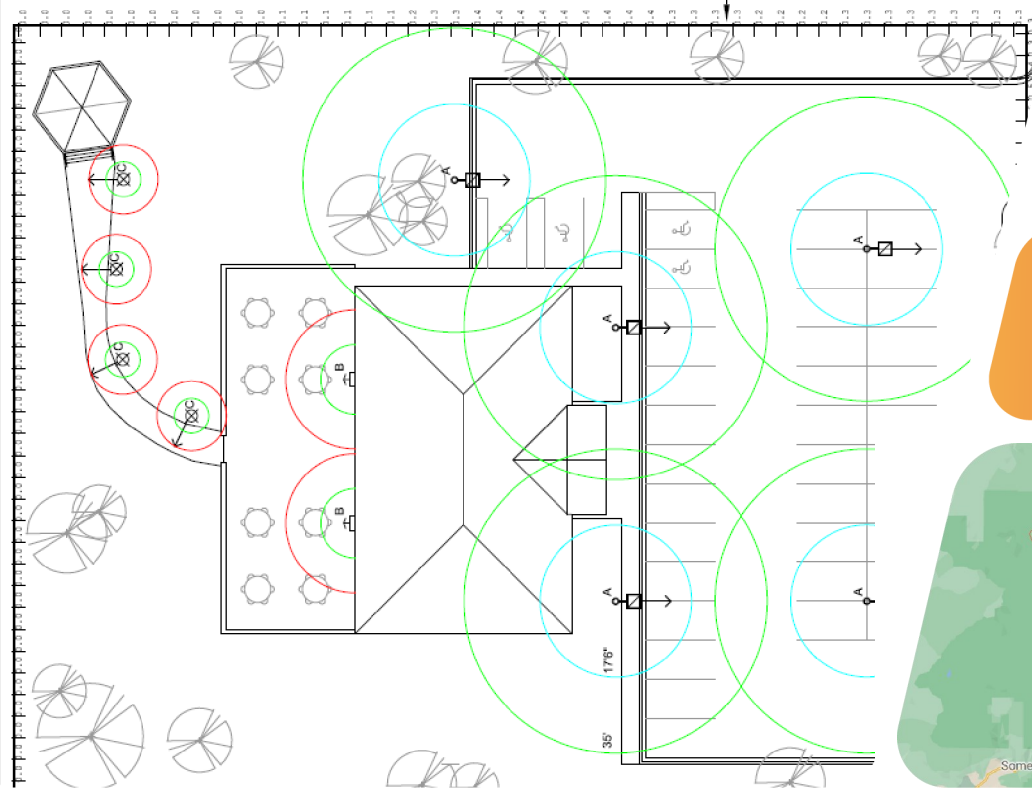
Section 2: Select Project Experience

Lighting Ordinance & Standards Experience

- Pitkin County Lighting Ordinance, Pitkin County, CO*
- City of Boulder Ordinance Process, Boulder, CO
- Douglas County Lighting Ordinance, Douglas County, CO
- Sterling Ranch Dark Sky Lighting Guidelines, Douglas County, CO
- Fort Collins Lighting Ordinance, Fort Collins, CO*
- Rolland Moore Ballfield, Fort Collins, CO
- City of Colorado Springs Lighting Ordinance, Colorado Springs, CO
- Title 24, State of California
- City of Bozeman Lighting Ordinance, Bozeman, MT
- Pepperdine University Lighting Master Plan, Malibu, CA
- City of Malibu Lighting Ordinance, Malibu, CA
- Beverly Hills Streetlighting, Beverly Hills, CA
- City of Pittsburgh Sign Code, Pittsburgh, PA
- City of Denver Peña Station Sign Code Overlay, Denver, CO
- Williamsburg Middle School Soccer Fields Dark Sky Lighting, Williamsburg, VA
- Westlake Neighborhood Association Sports Field Dark Sky Analysis, Westlake, TX

National Lighting Standards Experience

- Model Lighting Ordinance IES/IDA Committee Chair
- General Services Administration (GSA) P100 Specifications
- Department of Defense Unified Facilities Criteria & Specifications
- IES LP-2-20 Designing Quality Lighting for People in Outdoor Environments
- IES LP-11 Environmental Considerations for Outdoor Lighting



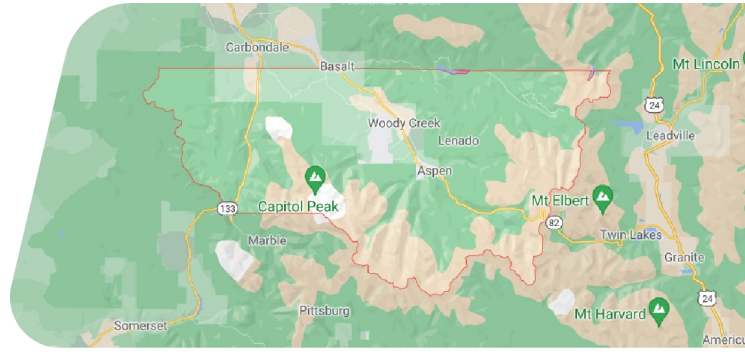
Pitkin County, CO

Pitkin County Lighting Ordinance

Pitkin County is located within the rural and remote mountains of Colorado and is home to some of the premier ski destinations in the United States. When it comes to night-time lighting, the county must balance the needs of the resort and tourist destinations while preserving the night sky and rural community character.

Clanton and Associates was hired by Pitkin county to develop and implement a new lighting ordinance. Clanton worked in conjunction with the county planners by interviewing staff to identify the successes and pain points of the current ordinance. We identified the top priorities as curtailing light pollution, reducing sky glow, and improving the nighttime environment for astronomy and wildlife habitats. The ordinance will minimize light trespass, obtrusive light, and nuisance glare within the community to preserve the rural community character. It will also respect the historic district within the county.

To achieve these goals, Clanton introduced lighting zones and the backlight, uplight, and glare (BUG) rating method as a means to prescribe the proper amount of light per application and location within the county. By educating and providing resources to the county, Clanton will enable the county to manage the lighting approval process without the need for lighting specific software.



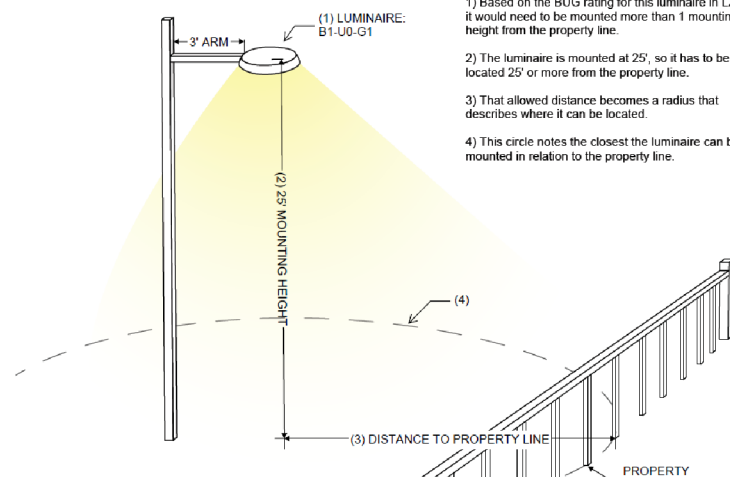
In this example, the luminaire is not ideally oriented, because the front of the luminaire is aimed at the property line.

1) Based on the BUG rating for this luminaire in L22, it would need to be mounted more than 1 mounting height from the property line.

2) The luminaire is mounted at 25', so it has to be located 25' or more from the property line.

3) That allowed distance becomes a radius that describes where it can be located.

4) This circle notes the closest the luminaire can be mounted in relation to the property line.





Bozeman, MT

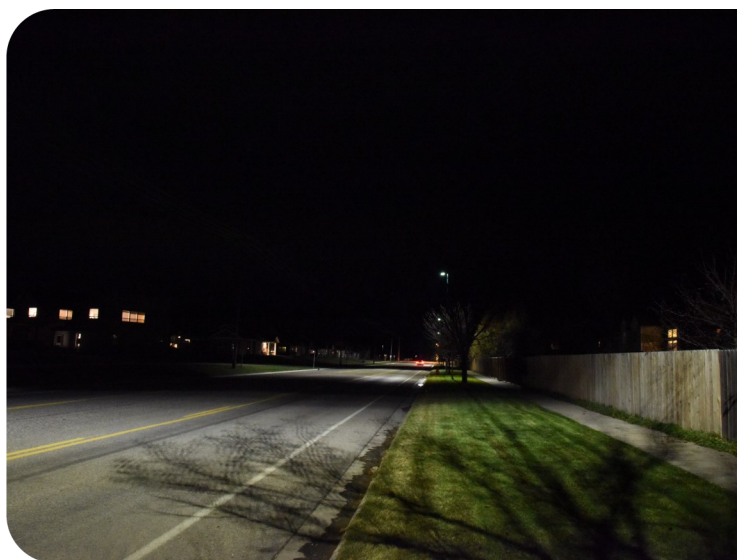
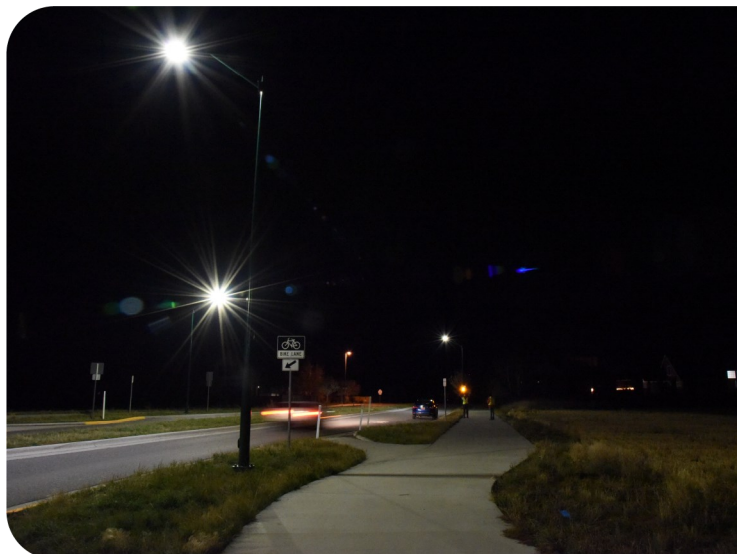
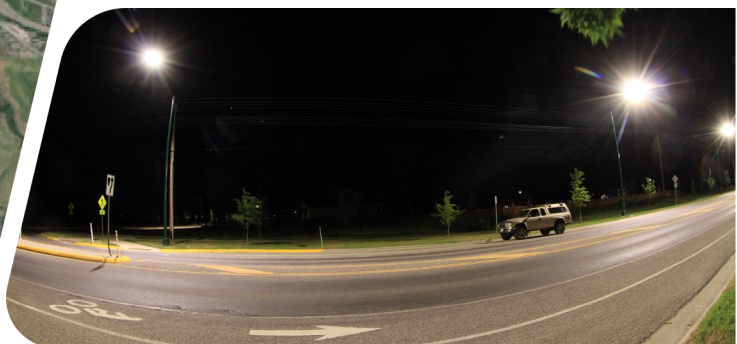
Bozeman Lighting Master Plan

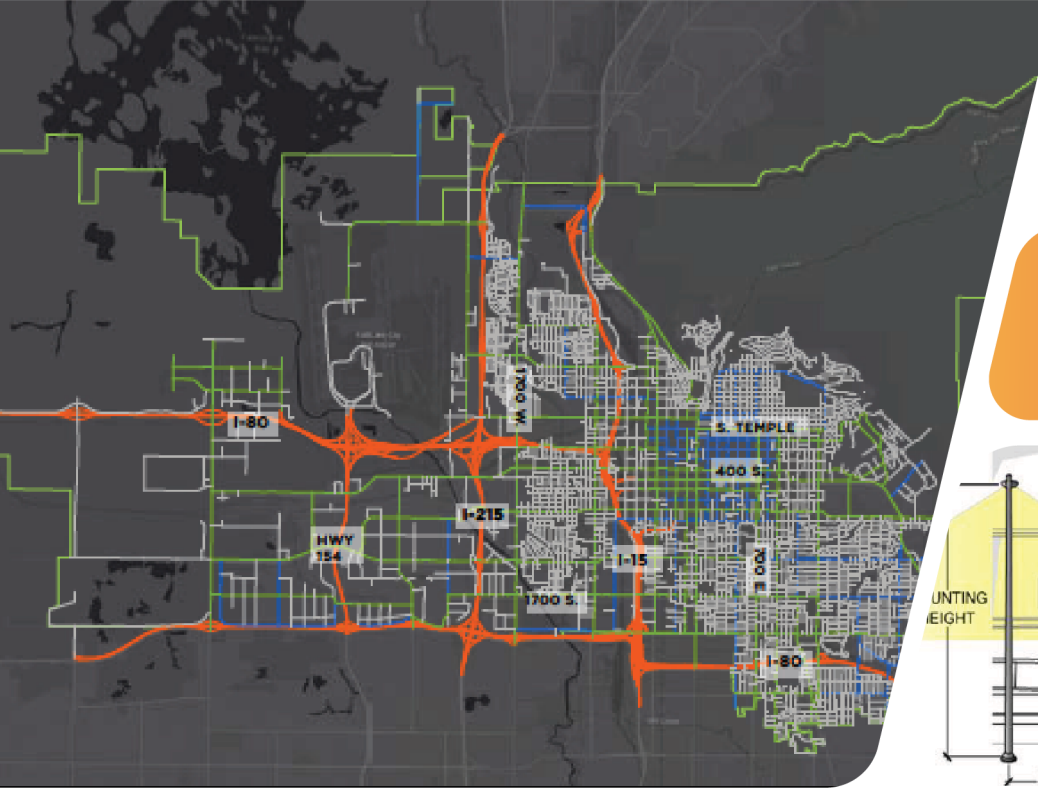
Clanton and Associates wrote the new lighting design standards for LED street lighting for the City of Bozeman located in the central Montana Rocky Mountain Valley. The new lighting standard defines lighting criteria for the roadways within the city limits, as well as criteria for intersections, sidewalks, crosswalks, and the specification for standard lighting system hardware. Clanton also provided a specification for measurement and field verification of light output.

The firm's process included attending stakeholder meetings and presentation of the unified ordinance and lighting specification at the City Commissioner meetings. Comment and resolution meetings were held in order to adopt an ordinance and lighting specification that was agreeable to all stakeholders.

In addition to their work with the city, Clanton & Associates coordinated with the local utility to replace old HID luminaires with LEDs. The firm helped to define the best luminaire for application within the city limits. The collaboration was a success and the utility has adopted a new luminaire distribution with lower lumen output to replace old luminaires without causing nuisance glare and light trespass.

Shortly after the ordinance had been put in place, residents complained of overly light trespass into their communities from newly constructed roadways. The city called on Clanton & Associates to trouble shoot the cause and propose solutions to reduce nuisance glare within the city. The firm found that many issues were due to construction plans being approved before the ordinance was put in place and was able to provide recommended modifications to the existing luminaires and solve the issues by working with lighting manufacturers to create custom shields and identifying luminaires that could be dimmed. In addition, the ordinance light levels were adjusted to respond to the local building context rather than roadway classification to prevent overly lit roadways in the future.





Salt Lake City, UT

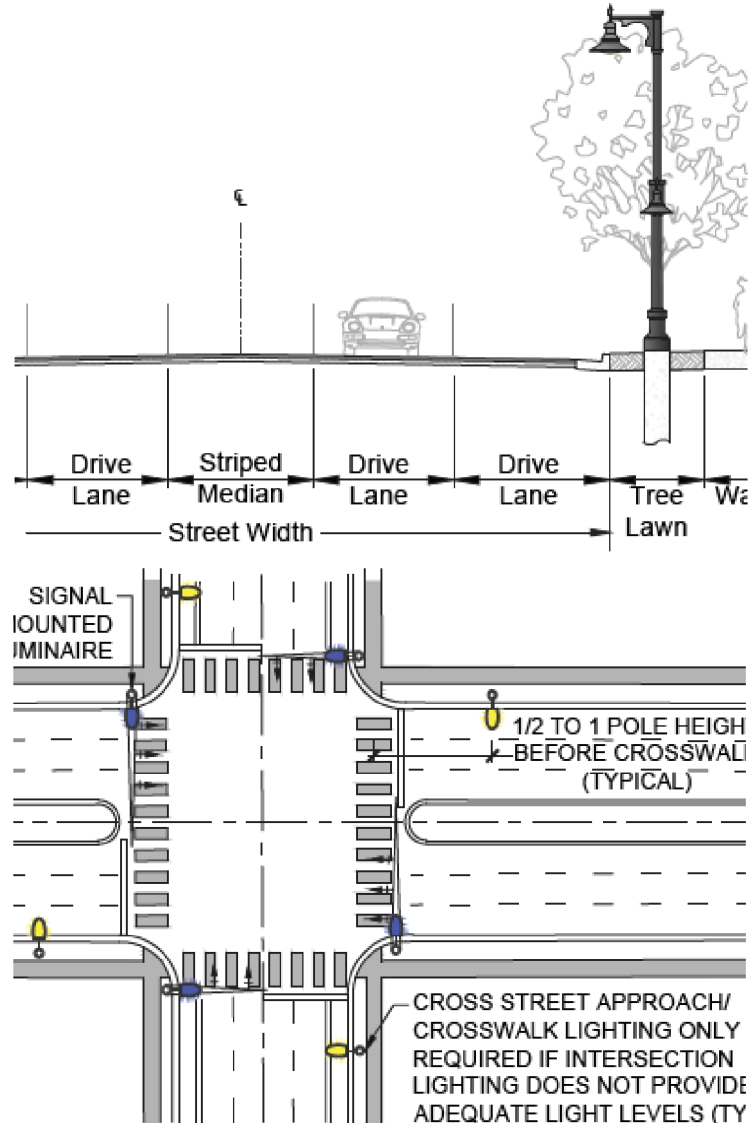
Salt Lake City Lighting Masterplan

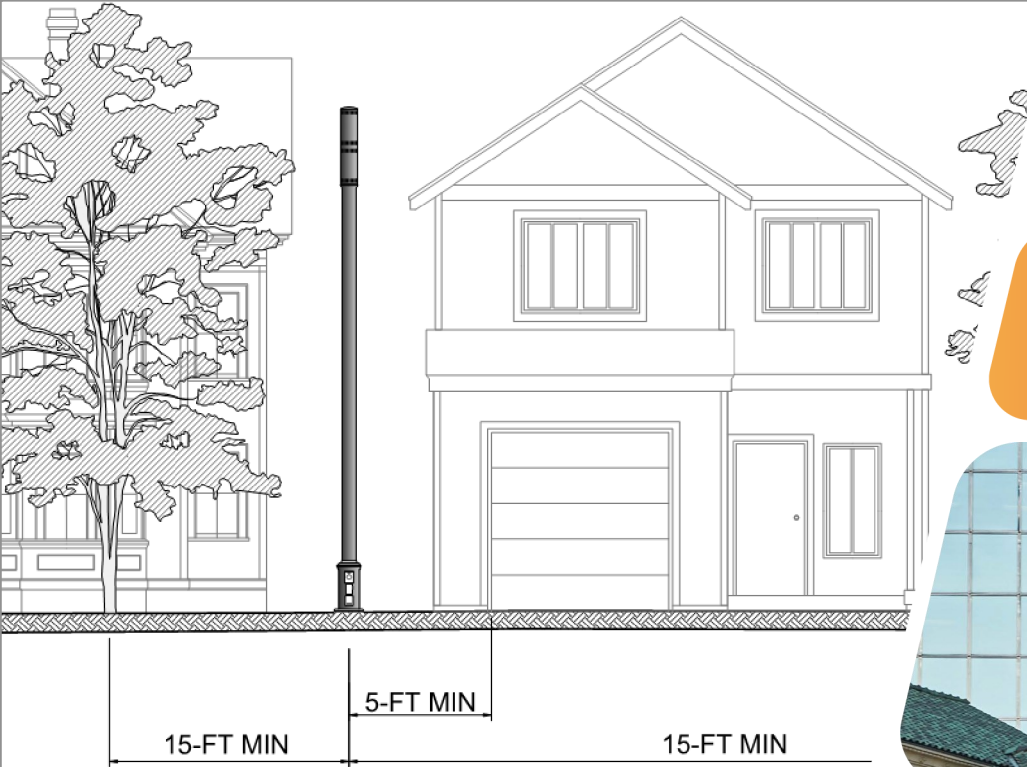
Street and pedestrian lighting plays a key role in how people experience cities at night. Lighting creates a sense of place and identity for neighborhoods and districts throughout the city. Salt Lake City has a rich history of decorative street lighting that enhances the character of the city. Yet, street and pedestrian lighting can also adversely affect residents and wildlife habitat with glare and light trespass.

Clanton & Associates developed the Street Lighting Master Plan for Salt Lake City in collaboration with GSBS Architects that enhances the human experience while protecting human and environmental health. Working closely with Salt Lake City Public Utilities, we engaged citizens, city departments and stakeholders to determine the Guideposts for this master plan to balance the priorities of the community as we developed our street and pedestrian lighting strategies.

Guideposts: Safety | Character | Responsibility | Equity

This Street Lighting Master Plan provides actionable guidance that addresses each of these Guideposts with lighting strategies that are appropriate for the street typology and adjacent land use in each area of the city. These lighting strategies include appropriate light levels, spectrum/color of light, glare control, reducing light trespass and light pollution, adaptive dimming controls, historic or contemporary character, and prioritizing funding for underserved communities.





City and County of Denver, Colorado

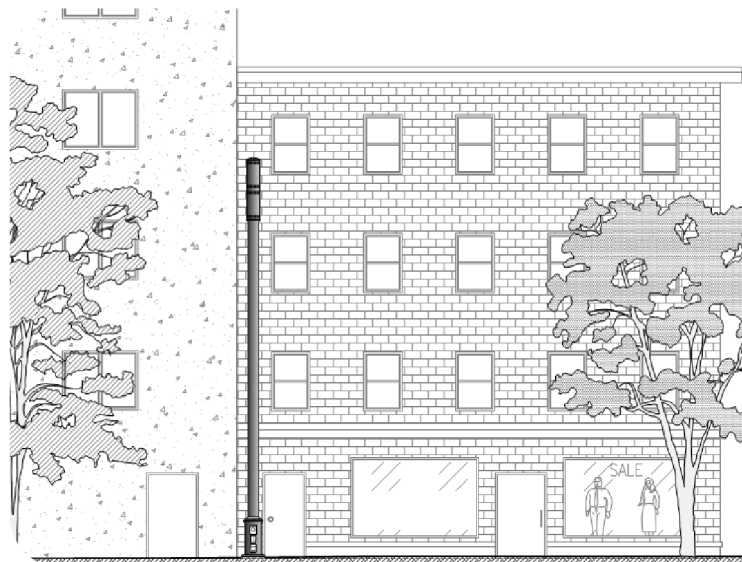
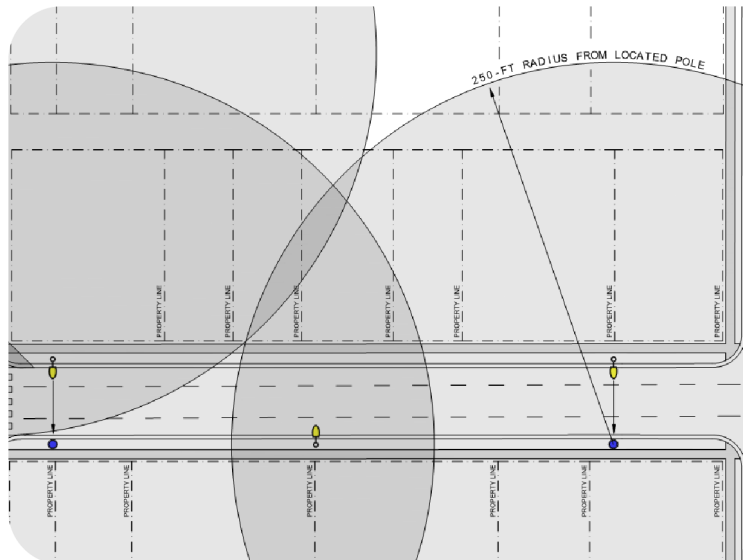
LED Street & Pedestrian Lighting, Smart & Micro Cell Pole Standards Project

Clanton & Associates' process begins with developing lighting and control performance criteria. Aesthetics are key especially in defining Denver's Smart City image. Once design criteria are established, manufacturer's are invited to submit product information/samples. Careful product evaluation will narrow the selection, for the few that will be installed for community/stakeholder feedback and technical adherence.

The firm has also performed visibility research on different types of luminaire replacements in four cities (Anchorage, San Diego, San Jose and Seattle) in collaboration with the Virginia Tech Transportation Institute. Results from this research showed the importance of spectral content, how uniformity was not necessarily beneficial on streets but definitely on sidewalks, and the critical issue of glare effects. Our results have influenced the technical recommendations on street lighting and adaptive lighting standards.

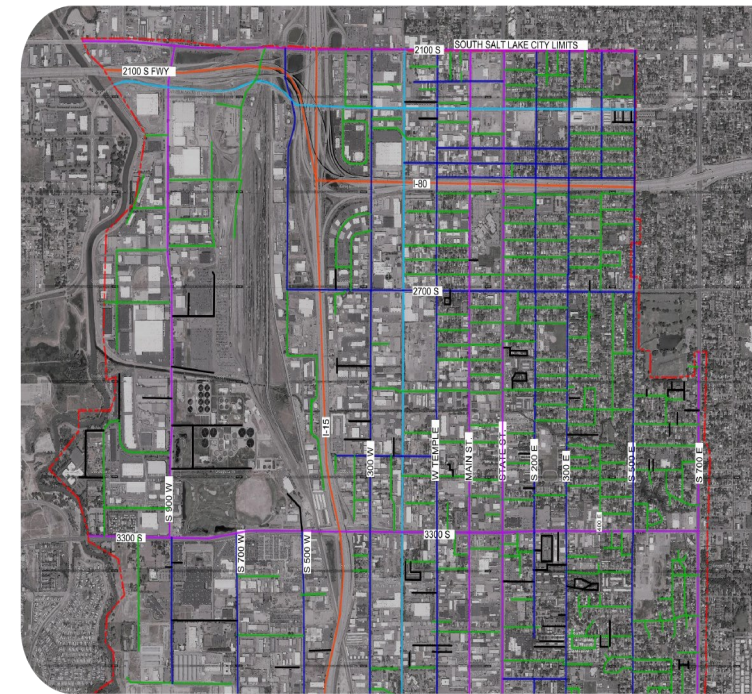
Smart Poles

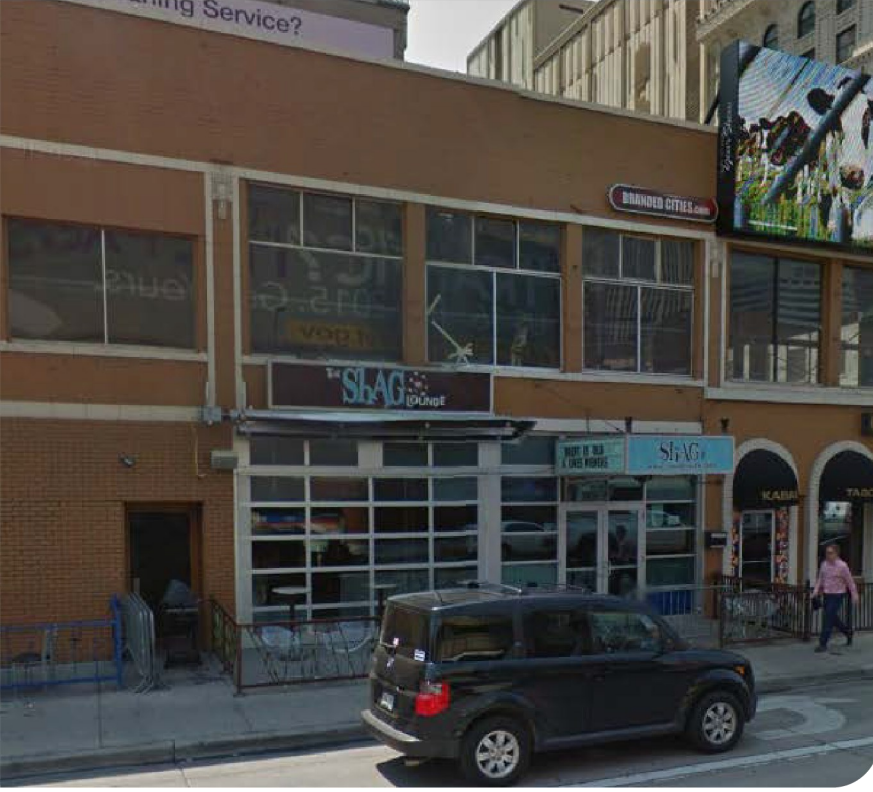
Smart Poles with WiFi antennae is a concept that is being implemented in cities like Los Angeles. As communities begin to offer this as an income stream, communication vendors have asked for rental space on street lighting poles. An integrated approach for communities is to deploy plug and play poles that allow for not only WiFi, but for electric car charging and other uses. Other possible uses include Smart Grid nodes for neighborhoods, pedestrian smart phone location detection, vehicular GPS detection, spectral (color) tuning, distributed renewable energy command center, and future LiFi applications.



The City of South Salt Lake is experiencing change and growth with new development and improvements in public roads, transit, and public spaces. Recent master plans in the Downtown, Streetcar, Creative Industry Zone, Riverfront, and Granite High areas set the framework for urban redevelopment that will attract new business opportunities and establish South Salt Lake as a destination. Street lighting and outdoor public spaces, have a considerable influence on the public perception of the City, both day and night. The street and pedestrian lights daytime appearance reinforces the design aesthetic and character of the neighborhood. At night, light is the essential medium for visual experience of the City. When designed with purpose and clear intent, lighting enhances the aesthetic character of the City as well as improves visibility, visual comfort, wayfinding, public safety and security. When poorly designed, lighting can create adverse effects, such as glare, light trespass and light pollution resulting in negative public opinion.

The Lighting Master Plan will provide guidance for South Salt Lake as they upgrade the existing lighting infrastructure to LED, and will help the City provide appropriate and sufficient light on streets, sidewalks, and bike paths while avoiding the obtrusive effects of over lighting. This Master Plan identifies various lighting character districts throughout the city and provides recommendations on luminaire aesthetic and light levels based on location in the city, adjacent land use, and vehicle and pedestrian volumes. These character districts will reinforce the diverse nature of South Salt Lake, as well as prepare the City for future development. The Lighting Mater Plan will guide designers and engineers through the lighting design process while giving the City the means to ensure that the future vision of lighting in the City of South Salt Lake is met.





Denver, Colorado

Peña Station NEXT Sign Code

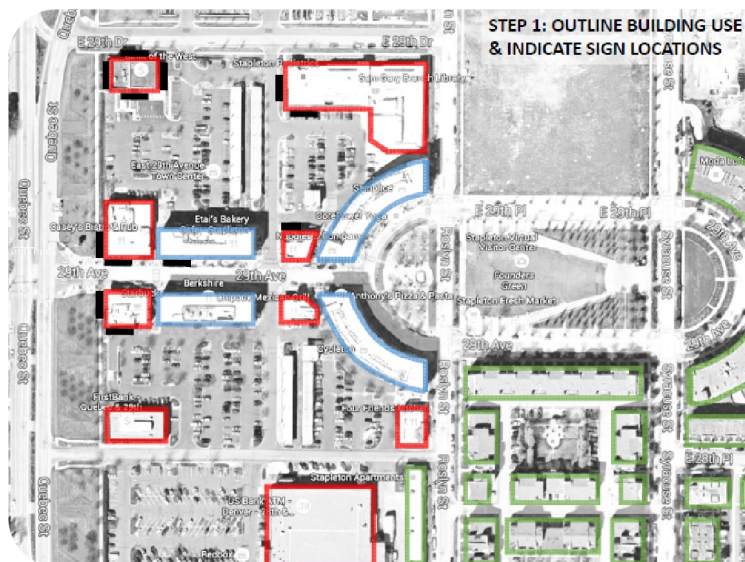
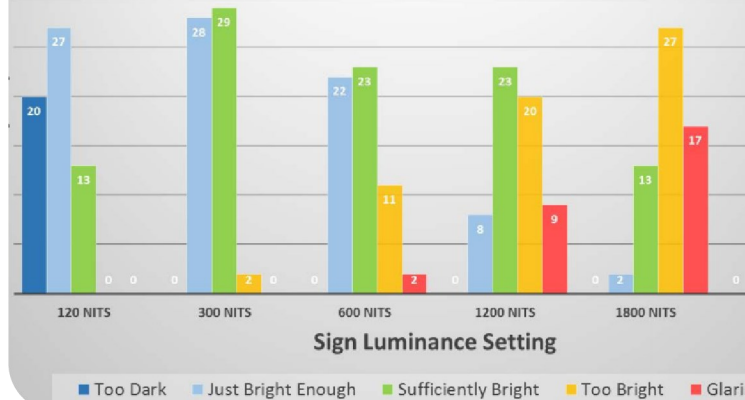
The proposed sign luminance thresholds for Peña Station NEXT were developed with consideration for clarity and legibility of signs, while controlling the visual impacts of glare for drivers and pedestrians, and light trespass for residents.

Using a range of objective and subjective measures such as high dynamic range imagery analysis and community surveying, Clanton & Associates determined max luminance metrics for common visual conditions, including nighttime, overcast, and sunny conditions as well as the angle of view and activity of observers. This sign code overlay also created new standards for electronic signage to define acceptable frequency of changing ads, fade rate between ads and full motion video.

It was found that in order to provide for visual clarity and legibility during the day, the sign luminance must be controlled with local light sensors to automatically brighten and dim the sign to adapt to the changing ambient daylight conditions from bright clear sky conditions to overcast sky conditions. Recommendations were also made specifying that maximum sign luminance should be bright enough to be clearly legible against background sky luminance, without becoming too bright or glaring.



Survey of Sign @ 15th & Champa
Nighttime Luminance



STEP 1: OUTLINE BUILDING USE
& INDICATE SIGN LOCATIONS



Senior Designer II

Brittany Lynch

Brittany became a team member of Clanton & Associates in 2019 as a Senior Lighting Designer. She brings her project management and design experience to the team with an expertise in a range of project types including *hospitality, residential, outdoor lighting master planning, ordinance development* corporate office fit-out, higher-education and healthcare.

Brittany became hooked on lighting design while working in the building energy industry as a consultant for utility incentive programs. She remains passionate about incorporating low energy lighting solutions without compromising design. Her projects have also included the WELL Building Standard, LEED, and Living Building Challenge.

Brittany holds a Bachelor of Architecture degree from Rensselaer Polytechnic Institute. She is Lighting Certified (LC) and a member of the Illuminating Engineering Society (IES).

Selected Project Experience:

Ordinances/Lighting Guidelines

- Pitkin County Lighting Ordinance
- RidgeGate Lighting Guidelines, Lone Tree, CO
- City of Bozeman Street Lighting Evaluation, Bozeman MT
- Westminster Station Park Nature Play, Westminster, CO*
- Cambridge-Watertown Greenway, Cambridge and Watertown, MA**
- National Western Center Stockyards and Event Center, Denver, CO*
- MBTA Silverline Headhouse, Boston, MA**

*Projects in design and / or under construction

**Indicates work completed prior to joining Clanton & Associates, Inc.

Education

- Bachelor of Architecture
Rensselaer Polytechnic Institute,
Troy, NY

Professional Registrations

- Associate IALD

Accreditation

- Lighting Certified

Speaking Events

- 2020 IES National Conference
- 2018 IES National Conference
- 2018 Boston Lights



President

Dane Sanders

Dane Sanders joined Clanton & Associates, Inc. in 2002. Dane approaches challenging projects with innovative designs and strong technical solutions. He has designed lighting and electrical systems for many of the most significant transportation projects in Colorado, including Denver Union Station, Central 70, US-36, and I-70 Chain Stations. He has developed street and pedestrian lighting standards for cities such as City of Westminster and City of Aurora. His project experience includes streetscapes, public realm, roadway, mass transit, landscape, fountains and façade lighting. He is a frequent guest lecturer at the University of Colorado Illumination Engineering Program for daylighting, lighting controls, and advanced lighting design and detailing. He also speaks at lighting and energy conferences such as LightFair and Greenbuild.

Selected Project Experience:

- Salt Lake City Street Lighting Master Plan, Salt Lake City, UT*
- City of South Salt Lake Lighting Master Plan, South Salt Lake, UT
- Bozeman Lighting Ordinance, Bozeman, MT
- UC Berkeley Pathway Safety Lighting Plan, Berkeley, CA
- Aurora Light Rail Corridor Lighting Study, Aurora, CO
- Aurora Arts District Colfax Avenue Lighting Study, Aurora, CO
- Olde Town Arvada Lighting Evaluation, Arvada, CO
- Westminster Street Lighting Design Guide, Westminster, CO
- Pepperdine University, Malibu, CA
- US 85 & US 34 Interchange Lighting Study, Greeley, CO
- E470 Interchange Lighting Demonstration, Aurora, CO
- Cherry Creek North Lighting Master Plan Update, Denver, CO

*Projects in design and / or under construction

Education

- Bachelor of Science, Architectural Engineering / Illumination, University of Colorado, Boulder

Professional Registrations

- Professional Engineer, State of Colorado

Professional Affiliations

- Illuminating Engineering Society
- Designer's Lighting Forum, Denver, CO
- US Green Building Council

Accreditation

- LEED Accredited Professional, Building Design and Construction (USGBC Leadership in Energy and Environmental Design)

Awards & Honors

- IES Award of Merit, 2010: University of Illinois, Business Instructional Facility
- IALD Award of Merit 2010 USGBC Headquarters



Engineer II—Lighting

Kaitlyn McConnell, EI

Kaitlyn joined Clanton and Associates in 2018 after graduating from the University of Colorado at Boulder with an Architectural Engineering degree and an Environmental Design minor.

She is drawn to the technical challenge and artistic opportunities that lighting design offers. She offers support throughout the project by developing lighting plans, renderings, and selecting luminaires per the unique requirements of each community, electrical utility, and CDOT.

Selected Project Experience:

- Salt Lake City Lighting Master Plan, UT*
- Colorado College, Colorado Springs, CO*
- Cherry Creek North, Denver, CO*
- Colorado College, Colorado Springs, CO*
- Next Generation Lighting Parking Lots, PNNL Study*
- City and County of Denver Lighting Design Guidelines, Denver, CO*
- Colorado Department of Transportation Lighting Design Guidelines, CDOT*

Education

- Bachelor of Science, Architectural Engineering/illumination, University of Colorado, Boulder

*Projects in design and / or under construction



Longcore Geodesign

(310) 247-9719
tlongcore@mac.com
PO Box 24020
Los Angeles, CA 90024

Ecological Scientist

Travis Longcore, Ph.D

Dr. Longcore is a leading expert in the environmental and ecological effects of night lighting, including avian collisions with structures and the disruption of behavioral and physiological processes across species. He is Adjunct Associate Professor at the UCLA Institute of the Environment and Sustainability. He holds an Honors B.A. from the University of Delaware (summa cum laude, Phi Beta Kappa), and M.A. and Ph.D. from UCLA, funded by a National Science Foundation Graduate Research Fellowship.

Dr. Longcore has authored or co-authored book chapters and peer-reviewed papers on a range of impacts of night lighting on wildlife, including research on avian collisions with lighted structures, effects of lighting on fishes, attraction of seabirds to lights, and impacts of lighting on coral reefs. He has been instrumental to development of the field of study assessing the effects of light pollution on species and habitats and has:

- Convened the first international conference on ecological impacts of artificial night lighting (2002);
- Defined the term “ecological light pollution” in *Frontiers in Ecology and the Environment* (2004);
- Co-edited the first book on ecological light pollution, *Ecological Consequences of Artificial Night Lighting* (2006), which has become the standard reference for environmental impacts of artificial night lighting;
- Co-authored NightSat mission concept for remote sensing of light at night (2007; *International Journal of Remote Sensing*);
- Led an effort evaluating bird collisions with communication towers, including published papers that documented the relationship between tower height and lighting type on mortality (2008, *Auk*), estimated total number of birds killed at lighted towers (2012, *PLoS ONE*), and provided, for the first time, per-species estimates of avian mortality at towers (2013, *Biological Conservation*);
- Coordinated colleagues internationally as senior author of paper establishing framework to assess evolutionary consequences of artificial night lighting and noise (2015; *Trends in Ecology and Evolution*);
- Demonstrated, for the first time, that light spectrum could be tuned within the same correlated color temperature to reduce attraction of insects (2015; *Philosophical Transactions B*);
- Defined best management approaches for National Park Service protection of species and habitats from artificial night lighting on protected lands (2017).
- Devised and produced an analysis approach for researchers and designers to assess impacts of different lighting spectra on wildlife to guide policy, mitigation, and further field study (2018; *Journal of Experimental Zoology A*), including in the Amazon River basin (2021; *Insect Conservation and Diversity*);
- Established relationship between satellite measured upward radiance and ground-based irradiance as experienced by wildlife (2020; *Environmental Research Communications*);
- Contributed to lighting practice with an invited article on spectral tuning to avoid adverse impacts from lighting in *LED Professional Review* (2018); and

Update to Outdoor Lighting Standards in City of Aspen Land Use Code

Section 3: Project Approach

Phase 1:

1. Evaluation of Existing Conditions and Standards

- a. **Review Existing Standards:** Review existing City of Aspen Outdoor Lighting Standards, Land Use Code, 2021 IECC, Aspen's Historic Design Guideline and Residential Design Guidelines
 - i. Alignment with Pitkin County: Clanton & Associates is currently working with Pitkin County on updating their Land Use Code Outdoor Lighting Regulations, and will evaluate where alignment with this new approach is appropriate and applicable for the City of Aspen.
 - ii. Evaluate of International Dark-Sky Community Designation: As active members of the International Dark-Sky Association, we are involved in evaluating and updating the standards for International Dark Sky Communities and will ensure that the latest trends and upcoming changes to this program are considered.
- b. **Photograph and measure example sites:** The evaluation of existing conditions will begin with identifying a variety of locations with different lighting conditions throughout the City of Aspen that represent a range of lighting applications, adjacent land uses and light levels. Each site will be photographed and measured to compare to lighting criteria standards.
- c. **Prepare Existing Conditions Memo:** This memo will include nighttime site photos, lighting measurements and survey responses for up to six (6) sites, and will serve as a reference that will guide the decisions of the final Outdoor Lighting Standards.

2. Initial Public Outreach and Engagement

- a. **Successful community engagement:** Community engagement is arguably the most critical step toward developing successful Outdoor Lighting Standards. Strong and diverse opinions often exist that can create divides between differing points of view from safety and security to protection of night skies, human and environmental health concerns. Clanton & Associates is well versed at leading and facilitating the public engagement process with city staff, police, fire department, sustainability managers, traffic engineers, business owners, design professionals and concerned citizens, providing the education and technical expertise that leads to successful outdoor lighting standards. We gather data from nighttime lighting surveys to compare to lighting measurements, which provides a common visual experience amongst all involved to help facilitate discussion with photos and data to understand where opinions differ or where they align. Giving everyone a voice and providing a documented process for why decisions were made is key to the long-term success of the Outdoor Lighting Standards.
- b. **Nighttime survey of outdoor lighting example sites:** We will tour each example site with stakeholders and concerned citizens to complete subjective surveys to compare survey results with lighting measurements. With broad spectrum LED lighting, we often experience that people perceive LED as brighter, even with lower light levels than with legacy high-pressure sodium light sources. We have performed these surveys in many cities, including Westminster - CO, Pueblo - CO, Salt Lake City - UT, Seattle - WA, San Jose - CA, San Diego - CA and Anchorage - AK.
- c. **Light Source Color Demonstration:** Color and spectrum of light is a complex and nuanced topic that has become quite controversial. This topic often results in strong opposing factors that include visibility, safety, human health, environmental impacts, design character and psychology. Our approach to providing balance between these opposing factors is to engage in both education and in live visual demonstration of a variety of light source spectra, with surveys to gather data on the subjective character and preferences of the community. Teaming with Dr. Travis Longcore, a preeminent scientist in the study of environmental

and wildlife impacts of light at night, our team provides a breadth of experience from all perspectives and an approach that considers the latest research and interactive surveys of the local community to determine the best approach for the City of Aspen.

d. Community & Stakeholder Visioning Meetings:

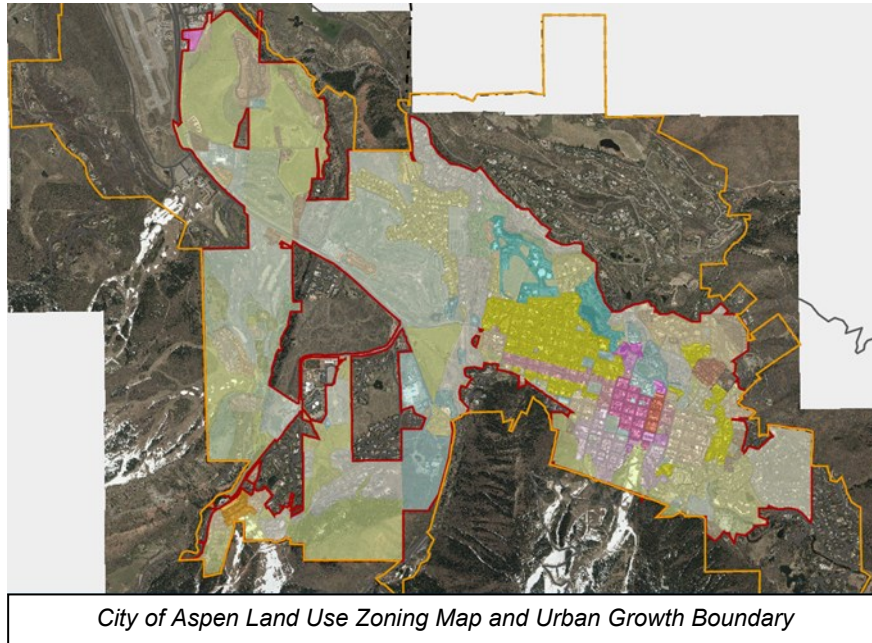
- i. **Outdoor Lighting 101:** Clanton & Associates provides lighting education to both professional and lay audiences for conferences, universities, and organizations, including Greenbuild, LightFair, Artificial Light at Night, University of Colorado, Stanford University, University of Oregon, Colorado Department of Transportation, National Park Service, and multiple cities. With our leadership in developing outdoor lighting and energy standards at the national, state and local levels, we have foresight of the research and trends of lighting and energy standards development that ensure that our educational material is always up to date and forward thinking.
- ii. **Review of Existing Conditions:** The nighttime lighting tours and surveys will provide a common visual experience and data to help identify the common themes and where there are divergent opinions amongst citizens and stakeholders. This common experience, along with the educational presentation helps to facilitate conversations with specific examples.
- iii. **Visioning Session:** A visioning session will include engaging activities with the public and stakeholder groups that will develop the overarching principles, goals and outcomes for the Outdoor Lighting Standards. These will serve as guideposts throughout the development of these standards by which to measure and support decisions made.

3. Deliverables:

- a. Prepare agendas, presentations, and meeting minutes
- b. Outdoor Lighting 101 Presentation
- c. Evaluation of Existing Conditions & Standards Memo
- d. Community & Stakeholder Engagement Memo

Phase 2: Lighting Standards Development

- 1. Develop Outdoor Lighting Standards Methodology:** Clanton & Associates will evaluate the unique setting of the City of Aspen to refine and tune the Outdoor Lighting Standards using the framework of the Model Lighting Ordinance (MLO), which was developed as a joint venture between the Illuminating Engineering Society and the International Dark-Sky Association under the leadership of Nancy Clanton. The MLO provides a common framework to provide more consistency between city lighting ordinances that has a strong technical basis and allows cities to tune the standards to suit their needs. Our recent work with Pitkin County is also based on the MLO framework, which will bring consistency to the regional outdoor lighting standards.
 - a. Review other Regional Outdoor Lighting Standards
 - b. Review current National trends in Outdoor Lighting Standards
- 2. Purpose Statement:** Developing a new Purpose Statement will be part of the early public and stakeholder engagement process. Listening to the issues and concerns first will provide the basis of the Purpose Statement.
- 3. Lighting Zones based on Land Use and Adjacencies:** Our team will work closely with City of Aspen Staff and Planning Commission to develop standards that address specific land use by evaluating the current city zoning, and translating these into Lighting Zones that will guide the application specific standards.
 - a. City of Aspen and the Urban Growth Boundary



City of Aspen Land Use Zoning Map and Urban Growth Boundary

- b. Residential
- c. Mixed Use
- d. Commercial
- e. Lodging
- f. Public Facilities
- g. Parks
- h. Open Space & Protected Corridors

4. Performance Based Lighting Standards: The intent of the new Aspen Outdoor Lighting Standards will be to provide reasonable and comfortable light, where and when it is needed, while controlling the obtrusive effects of light at night. The Outdoor Lighting Standards will include the following categories for performance-based standards:

- a. Adaptive Lighting Criteria
- b. Curfews
- c. Color Temperature
- d. Maximum Lumens for different applications
- e. Backlight, Uplight, Glare ratings
- f. Shielding
- g. Light trespass regulations
 - i. Across property lines
 - II. Interior lighting viewed through expansive fenestration
- h. Evaluate proposed standards with a variety of luminaires to test the feasibility of the standards with
- i. Provide examples of good, acceptable, and unacceptable lighting

5. Intersection with Sign Code Lighting Regulations: This project will address any relationship of Aspen Land Use Code Section 26.575.150 - Outdoor Lighting, with the Section 26-510-070 - Sign Illumination to ensure that there are no conflicts. Since the sign illumination standards are in a separate section of the Land Use Code, this project excludes any updates to Section 26-510-070 - Sign Illumination.

6. Sports Lighting: Lighting for sports fields can be a very controversial topic that balances the control of light trespass and light pollution with the safety of play. The lighting strategies and criteria will be based the recommendations of the Illuminating Engineering Society, and will provide stringent, yet achievable regulations on light trespass, light pollution, color temperature and curfews to provide a balanced approach.

- 7. Exemptions, Prohibitions, and Examples:** This section will describe, and provide example images of the types of lighting that are exempt and prohibited within the City of Aspen.
- 8. Methods of Measurement:** A Method of Measurement will provide the code enforcers with easy to follow methods to determine compliance or non-compliance of lighting installations. This will also include the Plan Review requirements and Checklist to ensure that there is consistency in the Plan Review Process.
- 9. Lighting Plan Submittal Requirements:** The Outdoor Lighting Standards will include the Lighting Plan Submittal Requirements for the Design Community and Plan Reviewers to provide clarity and consistency in the lighting plan submittals and review process.
- 10. Coordination and Alignment with other Codes & Standards:**
- a. City of Aspen Historic and Residential Design Guidelines
 - b. 2021 IECC and IgCC
- 11. Lighting Technology Trends:** Clanton & Associates collaborates with Universities, National Laboratories, Manufacturers and other thought leaders in the lighting industry on new technologies and trends.
- a. Develop a Lighting Technology Trends Report that includes state-of-the-art and emerging technology related to Light Sources, Optics, Spectrum, Shielding and Lighting Controls
 - b. Provide up to three (3) submittals (50%, 90%, 100%)
- 12. Evaluation of International Dark Sky Community Designation:** Clanton & Associates is currently collaborating with the International Dark-Sky Association (IDA) on trends and future updates to the International Dark Sky Places program. We will coordinate with IDA to understand these trends and updates to assess how these will affect the potential Dark Sky Community designation for the City of Aspen. This evaluation will also extend to the Community and Stakeholder Engagement process to educate and gather feedback on the pros and cons of pursuing this designation.
- 13. Public Outreach & Engagement (In-person):**
- | | |
|---------------------------------------|------------------------|
| a. Community Advisory Group | Attend one (1) meeting |
| b. Stakeholder Group | Attend one (1) meeting |
| c. Technical Advisory Group | Attend one (1) meeting |
| d. Additional Meetings (Not included) | Hourly as requested |
- 14. City Meetings (Virtual):**
- | | |
|---------------------------------------|--------------------------|
| a. City Staff | Attend four (4) meetings |
| b. Planning and Zoning Commission | Attend one (1) meeting |
| c. Historic Preservation Commission | Attend one (1) meeting |
| d. City Council | Attend one (1) meeting |
| e. Design Community | Attend one (1) meeting |
| f. Additional Meetings (Not included) | Hourly as requested |
- 15. Deliverables:**
- a. Meeting Agendas and Minutes
 - b. Outdoor Lighting Standards (50%, 90%, 100%)
 - c. Evaluation of International Dark Sky Community Designation

Update to Outdoor Lighting Standards in City of Aspen Land Use Code

Section 4: Fee Proposal & Schedule

13 October, 2021

Asal Vojdani
City of Aspen
 130 South Galena Street
 Aspen, CO, 81611
 970-920-5408 | asal.vojdan@cityofaspen.com

Re: Aspen Outdoor Lighting Standards
 Lighting Ordinance Consulting Proposal
 Clanton Project #21050

Clanton and Associates proposes to undertake the lighting consulting for the Aspen Outdoor Lighting Standards (Aspen, Colorado).

	Clanton	Longcore
Phase 1: Visioning & Evaluation of Existing Conditions	\$ 35,690	\$ 4,000
Evaluation of Existing Conditions	\$ 6,575	\$ 4,000
Initial Public Outreach & Engagement	\$ 22,975	
Deliverables	\$ 6,140	
Phase 2: Lighting Standards Development	\$ 40,190	\$ 6,000
Develop Outdoor Lighting Standards Methodology	\$ 2,930	
Develop Lighting Standards Document	\$ 17,055	
Community Outreach & Engagement	\$ 7,055	
City Meetings-Virtual	\$ 8,190	
Deliverables	\$ 4,960	
Estimated labor:	\$ 75,880	\$10,000
Estimated expenses:	\$ 7,198	
Total Fee (labor and expenses):	\$ 93,078	

Optional Additional Scope:

Additional Meetings or Public Outreach Hourly as Requested

The scope of work includes: developing an outdoor lighting ordinance based on the International Dark Sky Association and Illuminating Engineering Society of North America Model Lighting Ordinance which was jointly developed by both associations. Fees are lump sum, with invoicing occurring monthly on a percentage of tasks completed. Design services shall include the following:

Phase 1: Visioning & Evaluation of Existing Conditions**Evaluation of Existing Conditions**

- Review Existing Standards
- Photograph and Measure Example Sites
- Attend up to two (2) meetings by web conference

Initial Public Outreach & Engagement

- Prepare for Nighttime Outdoor Lighting Survey
- Prepare for Light Source Color Demonstration
- Prepare for Visioning Session
- Attend up to one (1) trip to Aspen for meetings with City Staff and Leadership, which will include meetings with:
 - ◊ Conduct Nighttime Outdoor Lighting Survey (up to 6 sites)
 - ◊ Conduct Visioning Session
- Attend up to one (1) trip to Aspen for Light Source Color Demonstration

Deliverables

- Meeting Agendas and Minutes
- Outdoor Lighting 101 Presentation
- Evaluation of Existing Conditions & Standards Memo
- Community & Stakeholder Engagement Memo

Phase 2: Lighting Standards Development**Develop Outdoor Lighting Standards Methodology**

- Review other Regional Outdoor Lighting Standards (up to 5)
- Review current National trends in Outdoor Lighting Standards (up to 5)

Develop Lighting Standards Document

- Lighting Standards Document will include
 - ◊ Purpose Statement
 - ◊ Lighting Zones based on Land Use & Adjacencies
 - ◊ Performance Based Lighting Standards
 - ◊ Lighting for Signage
 - ◊ Sports Lighting
 - ◊ Exemptions, Prohibitions and Examples
 - ◊ Methods of Measurement
 - ◊ Lighting Plan Submittal Requirements
- Submit draft ordinance for staff review (50%, 90%)
- Meet with staff to review staff comments on draft ordinance (50%, 90%)
- Revise draft ordinance per staff comments
- Submit final ordinance (100%)

Community Outreach & Engagement

- Attend up to one (1) trip to Aspen for Community Meetings, which will include meetings with:
 - ◊ Community Advisory Group
 - ◊ Stakeholder Advisory Group
 - ◊ Technical Advisory Group

City Meetings

- Attend virtual meetings with City Staff and Leadership, which will include meetings with:
 - ◊ Up to three (4) meetings with City Staff
 - ◊ Up to one (1) meeting with Planning and Zoning Commission
 - ◊ Up to one (1) meeting with Historic Preservation Commission
 - ◊ Up to one (1) meeting with City Council
 - ◊ Up to one (1) meeting with design community

Deliverables

- Meeting Agendas and Minutes
- Outdoor Lighting Standards (50%, 90%, 100%)
- Evaluation of International Dark Sky Community Designation

This scope of work is based upon normal project progress and within the time schedule agreed upon, without major redesign or change order work. Additional fees will be required if project timing is extended or project is put on hold and restarted at later date. If the project timing exceeds one year, then extra services rates may increase.

The scope is based on the City of Aspen Outdoor Lighting Standards RFP 2021-172, issued in June 2021. The scope was updated based upon the conference call held on October 8, 2021.

This scope of work assumes that internally illuminated signage is prohibited, and therefore excluded from the signage lighting section. Luminance values for a sign ordinance may be added as an additional service.

Not included in this scope of work are the following, but may be added as an additional service are:

Plan development
 Street lighting ordinance
 On-going ordinance maintenance
 Sign ordinance luminance values
 Specific plan review
 Staff education
 Additional trips, meetings or sessions
 Advertising and logistics for community and stakeholder meetings
 Drafting on non-digital backgrounds such as *.pdf or *.jpg files.

Client will supply Clanton and Associates with review materials and backgrounds in AutoCAD format. Reimbursable expenses shall include printing costs; overnight delivery and travel expenses associated with the project and shall be charged in addition to the compensation for professional services. Payment for services is expected within 30 days of invoice unless other arrangements are made in writing.

Additional services shall be charged per the rates in the attached Clanton & Associates Rates Table.

Work shall commence upon receipt of a signed copy of this agreement. This agreement is valid for 60 days.



CLANTON & ASSOCIATES

10/13/2021

DATE

CITY OF ASPEN

DATE



MEMORANDUM

TO: Mayor and City Council

FROM: Andy Rossello, Project Manager III

THROUGH: Ryan Loebach, Sr. Project Manager
Tyler Christoff, Director of Utilities

MEMO DATE: November 9th, 2021

MEETING DATE: November 9th, 2021

RE: Resolution # 102 of 2021 Utilities Equipment Storage Building - Contract Change Order.

REQUEST OF COUNCIL: Staff recommends approval of a contract change order with PRT Builders in the amount of \$91,461.00 for specific changes to the general contractor's scope of work associated with the Utilities Equipment Storage Building.

PREVIOUS COUNCIL ACTION: Council previously approved Resolution #13 of 2021 a contract with PRT Builders for the construction of a new equipment storage building located at the City's water treatment facility on February 9th, 2021.

BACKGROUND: At the time the equipment storage building construction contract with PRT Builders was originally approved by Council, the contract scope of work and associated pricing was based on construction plans which had just been submitted with building permit applications. The permit review process identified several value-added improvements that increased the project scope, these include: on-site drainage and stormwater improvements, wire mesh for a stronger foundation slab, and associated special inspections. As construction proceeded staff opted to add improvements to the finished building including interior sheathing, HVAC vent hoods, bollard protection at exterior roll-up doors, and a concrete apron around the building exterior.

In addition, PRT Builders performed several other site improvements using on-site equipment and labor, which included performing site maintenance and cleanup, residuals drying area grading, landscaping, and access road improvements; all installed at a substantial cost savings. Attachment A, PRT Builders Contract Change Order Request, provides a detailed summary of these value-added scope of work additions and their associated cost.

DISCUSSION: City staff anticipated the need to address inevitable project changes and requested Council approve a project contingency budget of \$143,642.12 when the PRT Builders contract was approved February 9, 2021. PRT Builders are requesting

\$91,461.00 for these scope of work changes. This request represents a 10.1% increase to the contract amount and utilizes 64% of the proposed project contingency. City staff have reviewed these items with its third-party inspector, both have reviewed and approved the proposed contract changes. There are no further anticipated change orders for this project.

FINANCIAL/BUDGET IMPACTS: Staff intends to use Project 50132 budget to fund the change order:

Project Expenditures

Contract for Construction (Reso. 13 of 2021)	\$908,349.00
Proposed Contract Change Order	\$91,461.00
Total Project Expenditures	\$999,810.00

Project Funding

Project 50132-New Equipment Storage Building Contract	\$908,349.00
Project Contingency	\$143,642.12
Total Project Funding	\$1,051,991.12

Remaining Project Budget	\$52,181.12
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RECOMMENDED ACTION: Staff recommends approval of Resolution #102 of 2021 and the associated contract change order from PRT Builders in the amount of \$91,461.00.

PROPOSED MOTION: "I move to approve Resolution # 102 of 2021."

CITY MANAGER COMMENTS:_____

ATTACHMENTS:

- A. PRT Builders Contract Change Order Request
- B. Resolution # 102 of 2021

RESOLUTION # 102
(Series of 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT CHANGE ORDER BETWEEN THE CITY OF ASPEN AND PRT BUILDERS, LLC. AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT CHANGE ORDER ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a Contract Change Order for changes associated with the new equipment storage building, between the City of Aspen and PRT Builders, LLC., 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 the Contract Change Order for changes associated with the new equipment storage building between the City of Aspen and PRT Builders, LLC., 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 9th day of November, 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, November 9th, 2021.

Nicole Henning, City Clerk

**CITY OF ASPEN
CHANGE ORDER FORM**

Change Order No. 1

Date of Issuance:

COA Acct No.: 421.322.81200.57310.50132


Project Name: New Equipment Storage Building

Contractor: PRT Builders

The Contract is modified as follows upon execution of this Change Order: Description: Additional Scopes of work to comply with permitting requirements (Contractor Bid and COA Permit were pursued simultaneously). The additional work is described in attached Document PRT Builders COR 1 10/8/21. Each Item was reviewed as a component of an RFI subsequently approved by City Project Manager and 3rd Party inspectors.
Attachments: PRT Builders COR 1 10/8/21

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>908,349.00</u>	Original Contract Times: Substantial Completion: <u>10/31/21</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>908,349.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10/31/21</u> Ready for Final Payment: <u>11/30/21</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>91,461.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>10/14/21</u> Ready for Final Payment: <u>11/30/21</u> days or dates
Contract Price incorporating this Change Order: \$ <u>999,810.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>10/14/21</u> Ready for Final Payment: <u>11/30/21</u> days or dates

RECOMMENDED:
Sign: _____
Engineer (if applicable)
By: _____
Title: _____
Date: _____

ACCEPTED:
Sign: 
By: Andy Rossello, P.E.
Title: City Project Manager
Date: 10/21/21

ACCEPTED:
Sign: 
Contractor (Authorized Signature)
By: PRT Builders LLC - Rob Allred
Title: Manager
Date: 10/21/2021

APPROVAL
Sign: 
By: Tyler Christoff
Title: Utilities Director
Date: 10/26/21

Sign: _____
By: _____
Title: City Manager
Date: _____

RESOLUTION # 13
(Series of 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND PRT BUILDERS, LLC. 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 the construction of a new equipment storage building, between the City of Aspen and PRT Builders, LLC., 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 construction of a new equipment storage building between the City of Aspen and PRT Builders, LLC., 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 9th day of February, 2021.



Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, February 9th, 2021.



Nicole Henning, City Clerk



CITY OF ASPEN

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and entered into on January 28, 2021, by and between the **CITY OF ASPEN**, Colorado, hereinafter called the "City", and PRT Builders, LLC, hereinafter called the "Contractor".

WHEREAS, the City has caused to be prepared, in accordance with the law, specifications and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement, for the project: 2020-50132 : New Equipment Storage Building, and,

WHEREAS, the Contractor, in response to such advertisement, or in response to direct invitation, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of said Invitation for Bids; and,

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the Bids submitted in response to the published Invitation for Bids therefore, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible and responsive bidder for the said Work and has duly awarded to the Contractor a Contract for Construction therefore, for the sum or sums set forth herein;

NOW, THEREFORE, in consideration of the payments and Contract for Construction herein mentioned:

1. The Contractor shall commence and complete the construction of the Work as fully described in the Contract Documents.
2. The Contractor shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Work described herein.
3. The Contractor shall commence the work required by the Contract Documents within seven (7) consecutive calendar days after the date of "Notice to Proceed" and will complete the same by the date and time indicated in the Special Conditions unless the time is extended in accordance with appropriate provisions in the Contract Documents.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for a sum not to exceed Nine Hundred Eight Thousand Three hundred Forty-nine (\$ 908,349.00) DOLLARS or as shown on the BID proposal.
5. The term "Contract Documents" means and includes the documents listed in the City of Aspen General Conditions to Contracts for Construction (version GC97-2) and in the

Special Conditions. The Contract Documents are included herein by this reference and made a part hereof as if fully set forth here.

6. The City shall pay to the Contractor in the manner and at such time as set forth in the General Conditions, unless modified by the Special Conditions, such amounts as required by the Documents.
7. This Contract for Construction shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein or in the Contract Documents, this Contract for Construction shall be subject to the City of Aspen Procurement Code, Title 4 of the Municipal Code, including the approval requirements of Section 4-08-040. This agreement shall not be binding upon the City unless duly executed by the City Manager or the Mayor of the City of Aspen (or a duly authorized official in his/her absence) following a resolution of the Council of the City of Aspen authorizing the Mayor or City Manager (or a duly authorized official in his/her absence) to execute the same.
8. This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Contractor respectively and their agents, representatives, employees. Successors, assigns, and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet his or her interest or obligations hereunder without the written consent of the other party.
9. 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 the Contractor or the City may assign this Contract for Construction in accordance with the specific written consent, any rights to claim damages or to bring suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.
10. No waiver of default by either party of any terms, covenants or conditions hereof to be performed, kept and observed by the other party shall be construed, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.
11. The parties agree that this Contract for Construction was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be kept exclusively in the courts of Pitkin County, Colorado.
12. In the event that legal action is necessary to enforce any of the provisions of this Contract for Construction, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
13. This Contract for Construction was reviewed and accepted 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 this Contract for Construction.
14. The undersigned representative of the Contractor, as an inducement to the City to execute this Contract for Construction, represents that he/she is an authorized

representative of the Contractor for the purposes of executing this Contract for Construction and that he/she has full and complete authority to enter into this Contract for Construction for the terms and conditions specified herein.

15. 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 ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

16. Certification and Supplemental Conditions to Contract for Services - Conformance with §8-17.5.101, *et seq.*

Purpose. During the 2006 Colorado legislative session, the Legislature passed House Bill 06-1343 that added a new article 17.5 to Title 8 of the Colorado Revised Statutes entitled "Illegal Aliens – Public Contracts for Services." This new law prohibits all state agencies and political subdivisions, including the City of Aspen, from knowingly employing or contracting with an illegal alien to perform work under a contract, or to knowingly contract with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract. The new law also requires that all contracts for services include certain specific language as set forth in the statutes. This Certification and Supplemental Conditions has been designed to comply with the requirements of this new law.

Applicability. The certification and supplemental conditions set forth herein shall be required to be executed by all persons having a public contract for services with the City of Aspen.

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.

"Contractor" means a person having a public contract for services with the City of Aspen.

"Public Contract for Services" means any type of agreement, regardless of what the agreement may be called, between the City of Aspen and a Contractor for the procurement of services. It specifically means the contract or agreement referenced below.

"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.

PURSUANT TO SECTION 8-17.5-101, C.R.S., et. seq.:

By signing this document, Contractor certifies and represents that at this time:

- (i) Contractor does not knowingly employ or contract with an illegal alien; and**
- (ii) Contractor has participated or attempted to participate in the Basic Pilot Program in order to verify that it does not employ illegal aliens.**

The Public Contract for Services referenced below is hereby amended to include the following terms and conditions:

- 1. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Public Contract for Services.**
- 2. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Public Contract for Services.**
- 3. Contractor has verified or has attempted to verify through participation in the Federal Basic Pilot Program that Contractor does not employ any illegal aliens; and if Contractor has not been accepted into the Federal Basic Pilot Program prior to entering into the Public Contract for Services, Contractor 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. Contractor 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 Contractor 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.**
- 4. Contractor 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.**
- 5. If Contractor obtains actual knowledge that a subcontractor performing work under the Public Contract for Services knowingly employs or contracts with an illegal alien, Contractor shall:**
 - (i) Notify such subcontractor and the City of Aspen within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and**
 - (ii) 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 illegal alien; except that Contractor 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.**

6. Contractor 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.

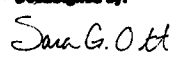
7. If Contractor violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City of Aspen may terminate the Public Contract for Services. If the Public Contract for Services is so terminated, Contractor shall be liable for actual and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

8. 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.

IN WITNESS WHEREOF, the parties agree hereto have executed this Contract for Construction on the date first above written.

ATTESTED BY:

CITY OF ASPEN, COLORADO

By: 

Title: City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR: PRT BUILDERS, LLC

By: 

Title: MANAGER

Note: Certification of Incorporation shall be executed if Contractor is a Corporation. If a partnership, the Contract shall be signed by a Principal and indicate title.

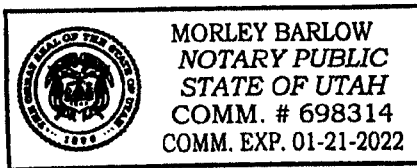
CERTIFICATE OF INCORPORATION

(To be completed if Contractor is a Corporation)

STATE OF Utah)
COUNTY OF Iron) SS.

On this 29 day of January, 2021, before me appeared Rob Allred, to me personally known, who, being by me first duly sworn, did say that s/he is Manager of PRT Builders, LLC and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said deponent acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND NOTARIAL SEAL the day and year in this certificate first above written.

Morley Barlow
Notary PublicUtah
AddressMy commission expires: 1-21-2022



PRT Builders LLC
427 S. Main St. Suite 313
Cedar City, UT 84720
Ph: (435) 383-8799

Change Order Request 01
DATE: 10/21/2021
COA License # C-000146

Owner: City of Aspen
Attn: Andrew J. Rossello
 130 South Galena St.
 Aspen, CO 81611

Project: New Equipment Storage Building
 500 Doolittle Drive
 Aspen, CO 84611
 Project No: 2020-50132

Contractor: PRT Builders LLC
 427 S. Main St. Suite 313
 Cedar City, UT 84720

New Equipment Storage Building

ITEM #	REASON	DESCRIPTION	COST	P&O	TOTAL
1	PLANS	Plan Changes (Civil Drawings) for Permitted Set vs Bid Set of Drawings			
	PLANS	Holmes Excavation	\$10,907.00	\$1,090.70	\$11,997.70
	PLANS	Site Concrete Changes	\$1,600.00	\$160.00	\$1,760.00
	PLANS	3rd Party Inspections	\$2,395.00	\$239.50	\$2,634.50
2	PLANS	Plan Changes (Structural Drawings) for SOG Improvements (RFI 02)			
	PLANS	Basalt Concrete - Galvanized WWF	\$8,840.00	\$884.00	\$9,724.00
3	RFI 13	RFI 13 - Existing Building Perimeter Drain Tie-in			
	RFI 13	Holmes - Pipe, Fitting, Fabric, Labor	\$500.00	\$50.00	\$550.00
4	OTHER	Cleary Building - Plan Changes vs Original Proposal			
	OTHER	Cleary Building	\$11,500.00		\$11,500.00
5	OTHER	COA Aspen Office Use			
	OTHER	Credit from PRT Builders	(\$8,263.00)		(\$8,263.00)
6	PRICING	SAND FILTER OVERFLOW DRAIN EXTENTION			
		Holmes Excavation - 75' @ \$118 per ft.	\$8,850.00	\$885.00	\$9,735.00
7	PRICING	CREDIT - Concrete Valley Pan			
		Basalt Concrete	(\$1,000.00)	(\$100.00)	(\$1,100.00)
8	PRICING	Long Stick Trackhoe Access Road			
		Holmes Excavation	\$3,605.00	\$360.50	\$3,965.50
		GC - General Conditions	\$250.00	\$25.00	\$275.00
9	PRICING	Perimeter Irrigation - 3 zones of Spray Irrigation			
		Noble Landscaping	\$3,600.00	\$360.00	\$3,960.00
		GC - General Conditions	\$200.00	\$20.00	\$220.00
10	RFI 24	Trench Drains at interior SOG			
	RFI 24	Young Services - Qty (2) 16' Trench Drawing	\$5,115.00	\$511.50	\$5,626.50
	RFI 24	GC - General Conditions	\$250.00	\$25.00	\$275.00

ITEM #	REASON	DESCRIPTION	COST	P&O	TOTAL
11	RFI 25	Lower Oil/Water Separator to Accomodate Grades			
	RFI 25	Horizon Products	\$4,499.69	\$449.97	\$4,949.66
	RFI 25	Shipping	\$350.00	\$35.00	\$385.00
	RFI 25	Install	\$300.00	\$30.00	\$330.00
	RFI 25	Concrete - Thickened Edge	\$500.00	\$50.00	\$550.00
	RFI 25	Excavation - Holmes	\$750.00	\$75.00	\$825.00
12	RFI 28	Bollards at Exterior of Building			
	RFI 28	10 Bolt Down Bollards	\$1,975.00	\$197.50	\$2,172.50
	RFI 28	Install Bolt down bollards	\$1,250.00	\$125.00	\$1,375.00
	RFI 28	General Conditions	\$175.00	\$17.50	\$192.50
	RFI 28	Excavate 4 Bollards	\$600.00	\$60.00	\$660.00
	RFI 28	Labor Set 4 Bollards (Provided by the COA)	\$600.00	\$60.00	\$660.00
	RFI 28	Paint	\$150.00	\$15.00	\$165.00
13	RFP	Pentra Sil - Concrete Sealer			
	RFP	Pentra Sil Product - (1) 5 Gallon Bucket	\$290.00	\$29.00	\$319.00
	RFP	Supplies to Apply Product - Mop and Pump	\$125.00	\$12.50	\$137.50
14	COR	Electrical Trenching Credit			
	COR	60' Trenching	(\$3,150.00)		(\$3,150.00)
15	COR	Backflow Preventer for Irrigation System			
	COR	Young Services - Backflow preventer	\$965.00	\$96.50	\$1,061.50
	COR	Young Services - Backflow preventer inspection	\$130.00	\$13.00	\$143.00
16	RFP	Asphalt - South and West			
	RFP	Holmes - Grading Machine Time, Labor, Super	\$1,211.00	\$121.10	\$1,332.10
17	COR	Import/Export Credit			
	COR	Credit for Contingency of unsuitable soils	(\$8,578.00)	(\$922.00)	(\$9,500.00)
18	COR	Damage by Pump Truck			
	COR	Basalt Concrete	(\$1,065.00)		(\$1,065.00)
19	COR	Credit for Fencing deleted			
	COR	Taylor Fence	(\$950.00)	(\$95.00)	(\$1,045.00)
20	RFI 35	Weather hood for Exhaust Fan			
	RFI 35	Pacific Sheet Metal	\$1,000.00	\$100.00	\$1,100.00

ITEM #	REASON	DESCRIPTION	COST	P&O	TOTAL
21	RFI 37	Erosion Control Blankets			
	RFI 37	Holmes - Blanket	(\$1,185.00)	(\$118.50)	(\$1,303.50)
	RFI 37	Holmes - Labor	(\$604.00)	(\$60.40)	(\$664.40)
	RFI 37	Holmes - Delivery and return freight	\$500.00	\$50.00	\$550.00
22	COR	Frame and Sheath Interior Wall - 3/4" CDX plywood			
	COR	Framing - Labor and Materials	\$10,311.84	\$1,031.18	\$11,343.02
	COR	3rd Party Testing	\$250.00	\$25.00	\$275.00
23	COR	Asphalt Overage and Utility Credits			
	COR	Holmes - Asphalt Overage	\$6,312.76		\$6,312.76
		<i>CREDIT FOR UTILITIES - Holmes</i>			
	COR	Water Line Credit	(\$1,610.00)		(\$1,610.00)
	COR	Gas Line Credit	(\$625.00)		(\$625.00)
	COR	Sewer Line Credit	(\$705.00)		(\$705.00)
24	RFI 40	5" Concrete Apron - South and West			
	RFI 40	5" Concrete Apron	\$17,470.00	\$1,747.00	\$19,217.00
	RFI 40	Winter Blankets	\$400.00	\$40.00	\$440.00
	RFI 40	Mud Buggy	\$450.00	\$45.00	\$495.00
	RFI 40	Adjust Grade Approaches for Concrete	\$1,450.00	\$145.00	\$1,595.00
	RFI 40	Special Inspections	\$450.00	\$45.00	\$495.00
	RFI 40	General Conditions	\$250.00	\$25.00	\$275.00
25	BOND	TOTAL - BOND FEE @ 1%			\$913.16

COLUMN TOTALS	\$82,592.29	\$7,955.55	\$91,461.00
<u>TOTAL COR COST:</u>			<u>\$91,461.00</u>

PRT BUILDERS, LLC

By: 
Title Manager
Date 11/01/21

CITY OF ASPEN

By: _____
Title _____
Date _____



MEMORANDUM

TO: Mayor and City Council

FROM: John Spiess, Open Space & Natural Resource Manager

THROUGH: Matt Kuhn, Parks and Open Space Director

MEETING DATE: November 9th, 2021

RE: Maroon Creek Multi-Use Trail Phase 1 Contract

REQUEST OF COUNCIL:

The Parks and Open Space Department is seeking Council approval for contracting of professional design, planning, and engineering services for the Maroon Creek Multi-Use Trail.

SUMMARY / BACKGROUND:

Maroon Creek is an important corridor for visitors and locals in the Aspen area. The current connection between the roundabout at Highway 82 and the Aspen Recreation Center is a mixture of trail, sidewalk, and roadway. While functional, the connection lacks clarity and does not provide a snow free route year-round. This coupled with concerns about school safety and the rapid adoption of ebikes has added urgency to provide a more clearly defined multi-modal trail within this corridor. The project aims to create a safe year-round connection between the Highway 82 roundabout and the Aspen Recreation Center.

DISCUSSION:

Phase 1 of the Maroon Creek Multi-Use Trail asks the consultant to connect with stakeholders and the community to explore the feasibility, develop schematic designs and assemble cost estimates for a multi-modal trail between the Highway 82 roundabout and the ARC. The consultant will develop alternatives that consider a variety of site complexities including topography, private and public lands, existing and proposed easements, protection of native habitat, road crossings, connections to existing trails and the increased variety of multi-modal devices within our trail system.

The selected consultant, OTAK, will work with the City of Aspen Parks and Open Space staff to develop three alternative alignments that connect the Highway 82 roundabout and the Aspen Recreation Center. The three alternatives will be evaluated using an evaluation matrix that considers the complexity of the site and the suitability of the solution within the context of the project. The alternatives will be evaluated by an internal project team consisting of parks and engineering staff. Staff will present the preferred alternative to the public, stakeholders, the Open Space and Trails Board and City Council for comment. Further refinement of the preferred alternative following the comment period will lead to a final schematic design and set the stage for phase 2 of the project.

Parks and Open Space staff recognize that stakeholder engagement and public outreach are an important part of this process. Project Resource Studio, a subconsultant to OTAK, has worked on a variety of projects with the City of Aspen and is familiar with working within the community. Project Resource Studio will work closely with the City's communication department to develop a thorough and meaningful public outreach campaign.

A Request for Proposals was issued by City of Aspen in September 2021. We received 2 responses and interviewed both teams via web conference. OTAK was selected as our consultant based on scoring criteria defined within the request for proposal. Following Council approval, we anticipate a design kick off meeting in mid-November 2021 with completion of Phase 1 by May 2022.

The subsequent Phase 2 of the project will take the preferred alternative through design development and the production of construction documents. The scope of work for Phase 2 is separate from this contract. At this point, construction of the trail is anticipated to take place during the summer of 2023.

FINANCIAL/BUDGET IMPACTS:

The contract for the design, planning and engineering of the Maroon Creek Multi Use-Trail is included in the 2021 Parks (100) Fund Capital Project Budget, as project 50964 Maroon Creek Road Trail. The contract amount for the completion of Phase 1 of the Maroon Creek Multi Use Trail is \$122,530. The project's current appropriations for 2021 are \$100,000, however upon adoption of the 2022 Budget, additional funding for this project will cover this additional overage of \$22,530. The total budget for the design and construction of the trail is currently set at \$2,000,000, however following Phase 1 of the process, construction costs will be updated. Staff anticipate applying for grants and seeking partnership funding opportunities for the construction phase.

ENVIRONMENTAL IMPACTS:

Proposed alignments may impact currently undeveloped land adjacent to Maroon Creek Rd. The consultant has been advised to consider these impacts as trail alignments are developed and to mitigate these impacts where possible. It is anticipated that the implementation of this project will encourage the use of alternative methods of transportation within the Maroon Creek corridor.

ALTERNATIVES

Council can direct staff to renegotiate the terms of the contract.

STAFF RECOMMENDATIONS:

Parks and Open Space Staff recommends approval of the contract with OTAK for Phase 1 of the Maroon Creek Multi-Use Trail.

CITY MANAGER COMMENTS:

RESOLUTION #103
(Series of 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND OTAK AND 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 Maroon Creek Multi Use Trail – Phase 1 between the City of Aspen and OTAK, 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 the Maroon Creek Multi-Use Trail – Phase 1, between the City of Aspen and OTAK, 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 9th day of November 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, November 9th, 2021.

Nicole Henning, City Clerk



CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2021-235

AGREEMENT made this 13 day of October, in the year 2021.

BETWEEN the City:

The City of Aspen
c/o John Spiess
130 South Galena Street
Aspen, Colorado 81611
Phone: 970.429.2028

Contract Amount:

Total: \$122,530.00

And the Professional:

Otak
c/o Scott Belonger
371 Centennial Parkway, Suite 210
Louisville CO 80027
720.758.7717
scott.belonger@otak.com

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: To be provided

Resolution No.: To be provided

For the Following Project:

Maroon Creek Multi-Use Trail – 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 May 2022. 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) *Worker's 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 Worker's Compensation requirements of this paragraph.

(ii) *Commercial General Liability* insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and THREE MILLION DOLLARS (\$3,000,000.00) 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 include coverage for explosion, collapse, and underground hazards. 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 TWO MILLION DOLLARS (\$2,000,000) aggregate.

(c) 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 materially changed 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. Worker Without Authorization prohibited – CRS §8-17.5-101 & §24-76.5-101

Purpose. During the 2021 Colorado legislative session, the legislature passed House Bill 21-1075 that amended current CRS §8-17.5-102 (1), (2)(a), (2)(b) introductory portion, and (2)(b)(III) as it relates to the employment of and contracting with a “worker without authorization” which is defined as an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States. As amended, the current law prohibits all state agencies and political subdivisions, including the Owner, from knowingly hiring a worker without authorization to perform work under a contract, or to knowingly contract with a Consultant who knowingly hires with a worker without authorization to perform work under the contract. The law also requires 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.

Definitions. The following terms as defined by this reference are incorporated herein and in any contract for services entered into with the Owner.

1. "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.

2. "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).

3. "Public Contract for Services" means this Agreement.

4. "Services" means the furnishing of labor, time, or effort by a Consultant or a subconsultant not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.

5. "Worker without authorization" means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States

By signing this document, Consultant certifies and represents that at this time:

1. Consultant shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services; and
2. Consultant has participated or attempted to participate in either the e-verify program or the department program in order to verify that new employees are not workers without authorization.

Consultant hereby confirms that:

1. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
2. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.
4. Consultant shall not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

If Consultant obtains actual knowledge that a subconsultant performing work under the Public Contract for Services knowingly employs or contracts with a worker without authorization, Consultant shall:

1. Notify such subconsultant and the Owner within three days that Consultant has actual knowledge that the subconsultant is employing or subcontracting with a worker without authorization; and
2. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the Public Contract for Services with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

Consultant 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.

If Consultant violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Agreement. If this Agreement is so terminated, Consultant shall be liable for actual damages to the Owner arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

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.

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.

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]

PROFESSIONAL:

SCOTT BELONGER
D314583FC4FF4D6...

[Signature]

By: _____
[Name]

Title: _____

Date: _____

By: SCOTT BELONGER

[Name]

Title: Senior Project Manager

Date: 10/21/2021 | 1:10:01 PM EDT

Approve as to Form:

City Attorney

General Conditions and Special Conditions can be found on City of
Aspen Website.
<https://www.cityofaspen.com/497/Purchasing>

EXHIBIT A PROFESSIONAL SERVICES AGREEMENT

SECTION 4: TIMELINE

Based on our understanding of the scope of services required to complete this project, extensive experience on similar projects, and history of partnering with the City, we have developed the following list of planned project deliverables, appearing in chronological order. Rest assured, the Otak team has the available capacity and experienced personnel committed to the project to deliver Phase 1 of this project in May 2022.

Baseline Data Collection and Project Kickoff (October — November 2021)

- Notice to Proceed:
October 29, 2021
- Data Collection and Material Prep:
November 12, 2021 (two weeks)
- Stakeholder Meeting #1 and Site Walk:
November 15, 2021
- Stakeholder Meeting #1 Meeting Minutes and Baseline Summary Memo:
November 19, 2021

DELIVERABLES

- Detailed Baseline Project Schedule
- Existing Conditions Mapping (from GIS Catalog) with Slope Analysis
- Stakeholder Meeting #1 Agenda and Minutes
- Existing Conditions Summary Memo

Develop Path Alternatives (November 2021 — February 2022)

- Develop Path Alignments and Typical Sections:
January 7, 2022
- Develop Moore Drive Initial Improvement Options Plan (Add-Alternate):
January 7, 2022
- Receive Initial Input from City Staff:
January 21, 2022
- Revise Alignments and Typical Sections for Review:
January 28, 2022
- Stakeholder Meeting #2 to Review Final Alternatives:
February 7, 2022

DELIVERABLES

- Baseline Project Schedule Updates
- Initial Path Alignment Options and Typical Sections
- Path Options Analysis Matrix
- Moore Drive Initial Conceptual Plan(s)
- Stakeholder Meeting #2 Agenda and Minutes
- Final Draft Path Alignment Options and Typical Sections
- Initial Path Options Cost Estimate

Public Outreach and Input (February 2022 — April 2022)

- Provide Final Alignment and Section Alternatives and Narratives to the Public for Comment:
February 21, 2022
- Hold Outreach Events and Receive Initial Public Feedback:
March 4, 2022
- Hold Public Meeting/Open House with Refined Alternatives:
March 16, 2022
- Summarize Public Input and Revise Alignment Alternatives for Final Distribution:
April 4, 2022

DELIVERABLES

- Public Outreach Graphics and Presentation for Meetings and Media
- Summary of Public Feedback
- Final Refined Alternatives Graphics
- Ongoing Meeting Agendas and Minutes with Various Stakeholders

Final Phase 1 Deliverables and Stakeholder Review (April 2022 — May 2022)

- Refine Alternatives based on Public Feedback:
April 18, 2022
- Prepare Presentation Packet to Open Space and Trails Board and City Council:
April 29, 2022
- Present Final Alternatives Graphics and Narratives to Council and OSTB:
May 2022
- Provide City Staff with Final Plan Deliverable Based on All Input Received:
May, 2022

DELIVERABLES

- Open Space and Trails Board and City Council Presentation Packets
- Final Alternatives Graphics, Narratives, and Recommended Alternative Report Packet
- Final Moore Drive Intersection Conceptual Plan and Cost Estimate
- Final Path Alternatives Cost Estimate and Analysis

EXHIBIT B PROFESSIONAL SERVICES AGREEMENT

Fee Schedule

Project Fee Estimate Worksheet			Maroon Creek Road Multi-Use Trail - Phase 1 Project											
TASK #	TASK NAME	TASK DETAIL	PIC/Sr. PM Civil	Civil Engineer IX	Engineering Designer V	Civil Engineer V	Project Coordinator	Otak Subtotal	Otak Expense	Otak Total	Landscape Architecture	Public Outreach	Subconsultant Total	Team Total
			Belonger	Dooley	Cunningham	Graff	Woods				Connect One	Project Resource Studio		
		Otak 2021 Rates	\$ 248.00	\$ 193.00	\$ 112.00	\$ 139.00	\$ 122.00							
1.0	Existing Conditions and Baseline Information		10.5	21	22	0	0							
A	Project Kickoff	Includes Site Visit and Walk with staff	6	6				\$ 2,446.00	\$ 500.00	\$ 3,146.00	\$ 840.00		\$ 840.00	\$ 4,086.00
B	Download and Compile Existing GIS Data	Assumes all required data is available	1	2	8			\$ 1,392.00	\$ -	\$ 1,392.00			\$ -	\$ 1,392.00
C	Slope Analysis	Based on LIDAR	1	1	8			\$ 1,397.00	\$ -	\$ 1,397.00			\$ -	\$ 1,397.00
D	Existing Conditions Summary Memo	Summary of items and data to use in analysis	1	8	2			\$ 2,016.00	\$ -	\$ 2,016.00			\$ -	\$ 2,016.00
E	Existing Connections Mapping	Map of all existing facilities to consider	0.5	3	4			\$ 765.00	\$ -	\$ 765.00			\$ -	\$ 765.00
F	Open Space and Parks Meeting	May be virtual or in-person	2	3				\$ 1,075.00	\$ -	\$ 1,075.00			\$ -	\$ 1,075.00
2.0	Trail Layout Alternatives		11	48	104	30	0							
A	Option Plan and Profiles	Assumes 3 for each segment	4	16	64	12		\$ 12,916.00	\$ -	\$ 12,916.00			\$ -	\$ 12,916.00
B	Option Cross-Sections	Assumes 3 for each segment	4	12	30	12		\$ 8,336.00	\$ -	\$ 8,336.00			\$ -	\$ 8,336.00
C	Perspectives	Renderings by Connect One	1	2	2			\$ 858.00	\$ -	\$ 858.00	\$ 10,250.00		\$ 10,250.00	\$ 11,108.00
D	Options Narrative Memo	Summary document with Options for Review	1	16	4	4		\$ 4,340.00	\$ -	\$ 4,340.00			\$ -	\$ 4,340.00
E	Final Options Revisions	Assumes 1 round of revisions to plans and memo	1	2	4	2		\$ 1,360.00	\$ -	\$ 1,360.00			\$ -	\$ 1,360.00
3.0	Opinion of Probable Cost		2	8	24	0	0							
A	Earthwork and Quantity Calcs	Perform a analysis of impacts		4	16			\$ 3,964.00	\$ -	\$ 3,964.00	\$ 270.00		\$ 270.00	\$ 2,834.00
B	Preliminary Project Opinion of Probable Costs	Summarize Costs and Assumptions	2	4	8			\$ 2,164.00	\$ -	\$ 2,164.00			\$ -	\$ 2,164.00
4.0	Community Outreach		16.5	7	0	0	0							
A	Project Messaging and Narrative	PR Studio Only						\$ -	\$ -	\$ -			\$ 5,250.00	\$ 5,250.00
B	Website Development and Updates	Updates handled by City	0.5	1				\$ 317.00	\$ -	\$ 317.00			\$ 2,625.00	\$ 2,942.00
C	Stakeholder Meetings	Includes full team	6	6				\$ 2,446.00	\$ 1,000.00	\$ 3,646.00			\$ 11,025.00	\$ 14,671.00
E	Public Meeting/Open House	Includes full team	4					\$ 992.00	\$ 500.00	\$ 1,492.00			\$ 4,200.00	\$ 5,692.00
F	Open Space & Trails Board Presentation	Led by Connect One	3					\$ 744.00	\$ 500.00	\$ 1,244.00	\$ 3,550.00		\$ 4,600.00	\$ 5,844.00
G	City Council Work Session	Led by Connect One	3					\$ 744.00	\$ 500.00	\$ 1,244.00			\$ 1,050.00	\$ 2,294.00
H	Team Meetings, Emails, and Updates	PR Studio Only						\$ -	\$ -	\$ -			\$ 8,800.00	\$ 8,800.00
I	PRS Expense Budget	Led by PR Studio						\$ -	\$ -	\$ -			\$ 2,500.00	\$ 2,500.00
5.0	Moore Drive Intersection (Add-Alternate)		3	34	32	0	0							
A	Sight Lines and Layout Plans	Based on GIS and Field Walk. Up to 3 Options	1	4	20			\$ 3,360.00	\$ -	\$ 3,360.00			\$ -	\$ 3,360.00
B	Preliminary Drainage Analysis and Memo	Based on field conditions	0.5	16				\$ 3,212.00	\$ -	\$ 3,212.00			\$ -	\$ 3,212.00
C	Sidewalk Connections to Bridge & RRFB	Includes Utility Coordination	0.5	2	12			\$ 1,854.00	\$ -	\$ 1,854.00			\$ -	\$ 1,854.00
D	Summary Memo		1	12				\$ 2,564.00	\$ -	\$ 2,564.00			\$ -	\$ 2,564.00
6.0	Project Administration		18	16	0	0	8							
A	Quality Control		8	8				\$ 3,528.00	\$ -	\$ 3,528.00			\$ -	\$ 3,528.00
B	Schedule and Updates		2	4				\$ 1,368.00	\$ -	\$ 1,368.00			\$ -	\$ 1,368.00
C	Client and Subs Coordination and Meetings		8	4			8	\$ 3,732.00	\$ 500.00	\$ 4,232.00			\$ -	\$ 4,232.00
	Total Hours		61	134	182	30	8	-						
	Total Amount		\$ 15,128.00	\$ 25,882.00	\$ 20,384.00	\$ 4,170.00	\$ 978.00	\$ 66,520.00	\$ 3,500.00	\$ 70,020.00				\$ 122,530.00
PHASE TOTALS														
1.0	Existing Conditions and Baseline Information		10.5	21	22	0	0	\$ 5,121.00	\$ 500.00	\$ 5,621.00	\$ 940.00	\$ -	\$ 940.00	\$ 10,561.00
2.0	Trail Layout Alternatives		11	48	104	30	0	\$ 27,816.00	\$ -	\$ 27,816.00	\$ 10,250.00	\$ -	\$ 10,250.00	\$ 38,066.00
3.0	Opinion of Probable Cost		2	8	24	0	0	\$ 4,728.00	\$ -	\$ 4,728.00	\$ 270.00	\$ -	\$ 270.00	\$ 4,998.00
4.0	Community Outreach		16.5	7	0	0	0	\$ 5,443.00	\$ 2,500.00	\$ 7,943.00	\$ 3,550.00	\$ 37,500.00	\$ 41,050.00	\$ 48,993.00
5.0	Moore Drive Intersection (Add-Alternate)		3	34	32	0	0	\$ 10,890.00	\$ -	\$ 10,890.00	\$ -	\$ -	\$ -	\$ 10,890.00
6.0	Project Administration		18	16	0	0	8	\$ 6,528.00	\$ 500.00	\$ 7,028.00	\$ -	\$ -	\$ -	\$ 7,028.00
	Total		61	134	182	30	8	\$ 66,520.00	\$ 3,500.00	\$ 70,020.00	\$ 15,010.00	\$ 37,500.00	\$ 52,510.00	\$ 122,530.00

Maroon Creek Road Multi-Use Trail - Phase 1 Project	
Project Team Hourly Rates	
Category Name	Billing Rate
Otak	
PIC/Sr. PM Civil	\$248
Civil Engineer IX	\$193
Civil Engineer V	\$139
Engineering Designer V	\$112
Project Coordinator	\$122
Connect One	
PIC	\$200
PM	\$135
PLA	\$100
PR Studio	
Principal	\$185
Account Manager	\$165



MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Ben Anderson, Principal Long-Range Planner

THROUGH: Phillip Supino, Community Development Director

MEMO DATE: November 3, 2021

MEETING DATE: November 9, 2021

RE: Resolution No, 105, Series of 2021
Lease with New Cingular Wireless (AT&T) for a small cell wireless facility at the Rio Grande Recycling Center

REQUEST OF COUNCIL: Council is asked to review and approve a lease with New Cingular Wireless (AT&T) for a small cell wireless facility at the Rio Grande Recycling Center.

SUMMARY AND BACKGROUND: Multiple City Departments have worked to develop a review process and standards for small cell wireless facilities that would be located in the City Right-of-Way (ROW) following changes to FCC rules and Colorado State Law. AT&T working through representatives, has been the first of the wireless carriers to apply for the installation of these types of facilities. As part of this process, the City has engaged with AT&T in a Master License Agreement (previously approved by Council) to direct the rights and responsibilities for both the City and AT&T as these facilities become installed.

This first application included five sites in dispersed locations. As staff worked with the applicant to reduce the impact of the proposed facilities, four of these locations were directed to the ROW and are subject to the Master License Agreement (MLA). In order to minimize the impacts of the fifth facility proposed near Rio Grande Park, a group of City staff recommended that the facility could be located at the Recycling Center. The applicant agreed and designed the facility to be located just behind the berm between the vehicle access points for the Recycling Center.

This location was identified by staff as a preferred location as the berm provides visual screening for the facility, has proximate access to electric service (will not require disturbance to the ROW to connect), and is distanced from the park and trail amenities that define this part of town.

However, because this location is on City-owned property and not within the ROW, the MLA would not apply to this facility. Wireless facilities not in the ROW instead require a lease agreement. While some of the specific language in this lease is distinct from the MLA, it serves the same purpose and replicates language for the major issues that the City has interest with.

DISCUSSION: The topic of small cell wireless facilities being installed in the City's ROW has seen significant discussion with the community, within City departments as we identified a review path in response to new federal and state rules, and with City Council. This topic continues to raise questions in communities across the United States and around the world as developing telecommunications technology is deployed. While staff has heard from community members that are excited about the improved service that will be provided by these facilities, others continue to be concerned and have legitimate questions. While staff continues to track policy development in the telecommunications realm, there is no proposed change in City process or policy on this topic at this time.

With regards to this lease agreement, a few points for Council consideration:

- 1) If this facility were located in the ROW, ten feet away from its proposed location, this lease would not be required, and the facility would be subject to the MLA. The lease agreement is generally consistent with the terms and conditions of the MLA.
- 2) The lease was drafted by the City Attorney and reviewed by our telecommunications legal counsel, Kissinger and Fellman, P.C.
- 3) The lease is in conjunction with the review process established for all small cell facilities. This facility fully conforms with Aspen's Wireless Telecommunications Facilities Design Guidelines. In this specific case, the facility will not contain a luminaire (streetlight).
- 4) The conditions within the lease ensure that the facility will have little impact on current operations at the Recycling Center and will not impede future uses of the property by the City of Aspen.

FINANCIAL IMPACTS: The lease agreement provides a minimal revenue stream, consistent with the terms of the MLA and compliant with FCC rules regarding licensing fees.

ENVIRONMENTAL IMPACTS: N/A

ALTERNATIVES: The facility could be located in the ROW like other facilities, however, this would require a full redesign of the project and would likely be proposed for a much more impactful location in the vicinity of Rio Grande Park.

RECOMMENDATIONS: Staff recommends Council approval of Resolution No. 105, Series of 2021, granting approval of a lease with New Cingular Wireless (AT&T) for a small cell wireless facility at the Rio Grande Recycling Center.

CITY MANAGER COMMENTS:

EXHIBITS: The Draft lease agreement is attached as an exhibit to the Resolution

SMALL CELL LEASE AGREEMENT

This Small Cell Lease Agreement (“Agreement”) is made and entered into as of the latest signature date below (“Effective Date”) by and between Lessor and Lessee. Lessor and Lessee may jointly be referred to herein as the “Parties” or individually, a “Party.”

SUMMARY OF BUSINESS TERMS

Lessor	The City of Aspen
Lessee	New Cingular Wireless PCS, LLC, a Delaware limited liability company
Effective Date	_____ [Fill in the latest signature date below]
Initial Term	Five (5)) years
Extension Terms	Four (4) automatic extensions of five (5) years each
Rent	\$270.00 per year, commencing on the Rent Commencement Date
Rent Increase	No greater than 2% percent (2%) every five (5) years after the Rent Commencement Date
Attachment(s)	<u>Exhibit 1</u> : Description of Leased Site
Lessor Notice Address	The City of Aspen, Parks and Open Space Department, Parks Director, 130 South Galena Street, Aspen CO 81611 With a copy to the Aspen City Attorney’s Office 130 S. Galena Street, Aspen CO 81611
Lessee Notice Address	New Cingular Wireless PCS, LLC, Attn: TAG-LA; Re: FA#: 14891488 Site ID:COL06801F_R02 (CO), 1025 Lenox Park Blvd. NE, 3 rd Floor, Atlanta, GA 30319 With a copy to the AT&T Legal Department: New Cingular Wireless PCS, LLC, Attn: AT&T Legal Dept. - Network Operations, Re: FA#: 14891488, Site ID: COL06801F_R02 (CO), 208 S. Akard Street, Dallas, TX 75202-4206

1. GRANT OF LEASE. Lessor hereby grants Lessee a lease of a certain portion of Lessor’s real property (“Property”) shown on Exhibit 1 to occupy, utilize, replace or upgrade Lessor’s property, structures and utility infrastructure pursuant to this Agreement (“Leased Site”). Lessee may use the Leased Site for the transmission and reception of communications signals, and the installation, construction maintenance, repair, replacement, modification, upgrade, removal, and operation of communications equipment and related improvements (“Equipment”). The Equipment shown on Exhibit 1, if any, describes the initial installation only and does not limit Lessee’s right to modify the Equipment. Lessee and its agents shall have pedestrian and vehicular access twenty-four (24) hours per day, seven (7) days per week over Lessor’s property from the public right of way to the Leased Site. Lessor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Lessee an easement over Lessor’s property, from an open and improved public road to the Leased Site, and upon the Leased Site, for the purpose of installing, operating and maintaining a utility pole on the Leased Site and such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to

provide such services to the Leased Site. Upon Lessee’s or service company’s request, Lessor will execute a separate recordable easement evidencing this grant, at no cost to Lessee or the service company. Lessee and its service providers agree to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Equipment on the Leased Site.

2. TERM This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for five (5) years (“Initial Term”). The Agreement will automatically renew for four (4) additional five (5) year term(s) (each an “Extension Term”) unless Lessee provides Lessor written notice of termination at least ninety (90) days prior to the expiration of the Initial Term or the then applicable Extension Term, as the case may be. If at the end of the fourth (4th) five (5) year Extension Term this Agreement has not been terminated by either Party by giving notice of an intention to terminate at least ninety (90) days prior to the end of such Extension Term, this Agreement shall continue in force upon the same covenants, terms, and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving the other written notice of its intention to so

terminate at least ninety (90) days prior to end of such five (5) year term.

3. RENT, BILLING AND PAYMENT. (a) Commencing on the first day of the month following the date that Lessee commences construction of the Equipment within the Leased Site (the “Rent Commencement Date”), Lessee shall pay Lessor annually, two-hundred seventy and No/100 Dollars (\$270.00) (the “Rent”). In any partial year occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Lessee to Lessor within ninety (90) days after the Rent Commencement Date. (b) Upon the commencement of each Extension Term, the annual Rent will increase at the election of the City, but in no case shall it increase by more than two percent (2%) over the Rent paid during the previous five (5) year term. (c) All charges payable under this Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. Rent is for the use of the Leased Site, including the portion of the property, structures, utility infrastructure and utility service described on Exhibit 1. Rent increases by the Rent Increase percentage described above.

4. LESSEE OBLIGATIONS. At its own expense, Lessee shall erect, install, repair and maintain its Equipment in safe condition and good repair in accordance with the requirements and specifications of all applicable laws, rules and regulations in effect on the Effective Date. Lessee shall ensure that its employees and agents which perform work in furtherance of this Agreement are adequately trained and skilled to perform the work as required by this Agreement. Lessee will operate its Equipment in compliance with all FCC regulations regarding radio frequency interference with the radio signal transmissions of Lessor and other third parties in or upon the Property and Leased Site, which transmissions are operated in compliance with all applicable laws, rules and regulations. Lessee’s use of the Leased Site shall be consistent with and comply with all terms set forth in the **Agreement Between the City of Aspen and New Cingular Wireless PCS, LLC for the Use of the City’s Property in Connection with the Operation of a Wireless Facility** (otherwise known as the “Master License Agreement”), unless expressly modified by the terms set forth herein. In the event of any discrepancy between the terms of the Master License Agreement and the terms of this Agreement, the terms in this Agreement shall control.

4.1 APPROVAL PROCESS. It is understood and agreed that Lessee's ability to use the Leased Site is

contingent upon the suitability of the Leased Site for Lessee’s permitted use and Lessee’s ability to obtaining, after the Effective Date of this Agreement and before construction of the Equipment, all of the certificates, permits and other approvals that may be required by any federal, state or local governmental authorities. The Parties agree that the application and approval process for the construction of the Equipment shall be conducted pursuant to the City of Aspen Municipal Code, including the City of Aspen Land Use Code. Lessor shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Leased Site with respect to the proposed use by Lessee. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee in its sole discretion will be unable to use the Leased Site for its intended purposes, or Lessee determines that the Leased Site is no longer technically compatible for its intended use, Lessee shall have the right to terminate this Agreement.

5. LESSOR OPERATIONS.

5.1 RADIOFREQUENCY INTERFERENCE. Lessor warrants that its use of the Property by Lessor and its employees, tenants, licensees, invitees, or agents shall not cause measurable radio frequency interference, as defined by the FCC, to any existing Equipment of Lessee, other existing entities on the Leased Site, or adjacent landowners.

5.2 PHYSICAL INTERFERENCE. Lessor warrants that its use of the Property by Lessor and its employees, tenants, licensees, invitees, or agents shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents, including minimal interference with the use of the right of way.

5.3 REMEDIES. If Lessee reasonably determines that any such interference as described above is occurring, Lessor will meet and confer with Lessee within five (5) days of Lessor’s receipt of notice of interference from Lessee, will diligently work in good faith with Lessee to determine the cause of the interference, and will develop workable solutions to resolve the interference in a mutually acceptable manner. Lessor will not grant after the date of this Agreement a lease or any right to any third party if such third party’s use may cause physical or radio frequency interference with Lessee’s Equipment, Lessee’s use of the Leased Site, or Lessee’s ability to comply with the terms and conditions of this Agreement.

6. INSURANCE. Lessee shall at its sole expense maintain, or cause to be maintained, in full force and

effect the following insurance coverage and limits during the term of this Agreement: (i) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee; (ii) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or equivalent, with limits of \$2,000,000 General Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Each Occurrence - Personal Injury and Advertising Injury, and \$2,000,000 Products/Completed Operations Aggregate; and (iii) Business Automobile Liability insurance of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles. Lessee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Lessee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Notwithstanding the foregoing, Lessee may self-insure the required insurance under the same terms and conditions as outlined above.

7. INDEMNIFICATION.

The Lessee shall indemnify, defend and hold the Lessor, its employees, officers, elected officials, agents and contractors harmless from and against all injury, loss, damage, liability (or any claims in respect to the foregoing), costs or expenses ("Claim") arising from the installation, use, maintenance, repair or removal of the Equipment, any of its customers' activities on the Leased Site, or the Lessee's breach of any provisions of this Agreement. The indemnity provided for in this paragraph shall not apply to any Claim resulting from the negligence or willful misconduct of the Lessor or its employees, officers, elected officials, agents and contractors. The Parties hereto understand and agree that Lessor is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. section 24-10-101, et seq., as from time to time amended.

8. DEFAULT AND REMEDIES. It shall be a default under this Agreement if a Party fails to perform any material term or condition of this Agreement where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other Party of a detailed description of such failure to perform. Notwithstanding the foregoing, no default will be deemed to exist if a party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing

an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party against whom the failure to perform has been alleged. If a Party does not cure its default as allowed herein, the Party not in default may thereafter elect to pursue any rights or remedies available at law or in equity.

9. VOLUNTARY TERMINATION. Lessee may terminate this Agreement for any reason or no reason without further liability to Lessor at any time prior to the commencement of construction of the Equipment on the Leased Site. Lessee may terminate this Agreement after the Rent Commencement Date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Lessor and (ii) the date of removal of the Equipment.

10 REMOVAL UPON TERMINATION. Lessee, upon termination of this Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Leased Site to its original condition, reasonable wear and tear excepted. Lessor agrees and acknowledges that all of the equipment, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Lessee to remain on the Premises after termination of this Agreement, Lessee shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

11. REMOVAL, RELOCATION, AND RESTORATION. Lessee acknowledges that Lessor may require Lessee to relocate one or more of its Equipment installations. Lessee shall, at Lessor's direction and upon ninety (90) days prior written notice to Lessee, relocate such Equipment at Lessee's sole cost and expense whenever Lessor reasonably determines that the relocations is needed for any of the following purposes:

- i. if required for the construction, modification, completion, repair, relocation, removal, or maintenance of the right of way or other public property required as part of a public project undertaken by Lessor or any other public agency project;
- ii. because the Equipment is interfering with or adversely affecting operation of municipal facilities;
- iii. in the event of an emergency or when the public health or welfare requires such a change. In the event of an emergency, Lessor is not required to submit

prior written notice of relocation to Lessee, but shall send such notice within forty-eight (48) hours of the discovery of the emergency. In any case, Lessor shall use reasonable efforts to afford Lessee a reasonable equivalent alternate location. If Lessee fails to relocate any Equipment as requested by the Lessor in accordance with the foregoing provision, Lessor shall be entitled to remove or relocate the Equipment at Lessee's sole expense, without further notice to Lessee.

12. CASUALTY. In the event of damage to Leased Site that is reasonably expected to disrupt Lessee's operations for more than forty-five (45) days, Lessee may place a temporary facility, if feasible, at a location equivalent to Lessee's current use of the Leased Site, with Rent abated until such time as the Leased Site is restored and the Equipment is returned to full operation, or terminate this Agreement. If the Parties agree to a permanently relocated Leased Site to be shown on an amendment to this Agreement, Lessee may permanently relocate the Leased Site to the new location and the terms and conditions of this Agreement will continue to apply to the relocated Leased Site.

13. MISCELLANEOUS.

13.1. Notices. All notices, requests and demands hereunder will be given by first class certified mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Lessor Notice Address and Lessee Notice Address in the Summary of Terms section, as appropriate. Any Party may change its address or other contact information by giving written notice of such change to the other. The contact telephone numbers for day to day operations are: Lessor:, Lessee: 1-800-638-2822.

13.2. Governing Law. Both Parties shall comply with all applicable laws and regulations. The laws of the State where the Leased Site is located will govern all questions with respect to this Agreement. In the event that any legislative, regulatory, judicial, or other action which would materially affect any of the terms of this Agreement becomes effective, then either Party may, upon thirty (30) days written notice, require that such terms be renegotiated, and the Parties expressly agree that they shall renegotiate in good faith such mutually agreeable new terms. In the event that the Parties are unable to agree upon such new terms within a reasonable time period, then either Party may seek appropriate relief with the FCC, state regulatory commission if appropriate, or a court of competent jurisdiction. Except as provided in the proceeding, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

13.3 Memorandum of Lease. The Parties agree to execute, acknowledge and deliver to the other a

Small Cell Lease Agreement City of Aspen Property, 2021.06

recordable Memorandum of Lease for this Agreement within fifteen (15) business days after receipt of an accurate and recordable Memorandum of Lease.

13.4. Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

13.5. Survival. The terms and conditions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

13.6. Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Lessor and Lessee with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Parties.

13.7. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL ON DISPUTES ARISING FROM THIS AGREEMENT.

13.8. Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

13.9. Confidentiality. Lessee acknowledges that this Agreement is a public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-202(6) and accordingly may be disclosed. Lessor acknowledges that, to the extent authorized by law, exhibits referenced in this Agreement may be confidential and proprietary, and Lessor warrants that it will not disclose such exhibits to any third party other than Lessor's investors, affiliates, consultants, professional advisors, lenders or assignees who are under similar confidentiality provisions as those contained herein; or with Lessee's prior written consent; or as required by any applicable laws.

13.10 Assignment and Transfer. Neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either

Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Lessee's assets in the FCC market area in which the Leased Site is located. As used herein, "Affiliate" means any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that Party, and as used herein "control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. Upon an assignment in compliance with the terms herein, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

13.11 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

14. WARRANTIES.

14.1 Each of Lessee and Lessor (to the extent not a natural person) acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the Party below.

14.2 Lessor represents, warrants and agrees that: (i) Lessor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Lessee's permitted use and enjoyment of the Leased Site under this Agreement; (iii) Lessor grants to Lessee sole, actual, quiet and peaceful use, enjoyment and possession of the Leased Site in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Lessor; and (iv) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Lessor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

THE CITY OF ASPEN

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

**By: AT&T Mobility Corporation
Its: Manager**

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT 1
LEASED SITE

Leased Site address: 480 Rio Grande Place, Aspen, CO 81611

Leased Site pole/structure identification: New Stealth Pole

Leased Site utility identification: Connections to electrical wiring as shown on the Plans, including usage of Lessor's electrical service on an unmetered basis.

Lessee Site Identification: [LESSEE TO COMPLETE]

FA / USID: 14891488 / 283537

Site Name: CRAN_POLYGON NAME_NODE #COL06801F_R02 (ASPEN 007)

PTN / PACE:

Structure Latitude and Longitude (Approximate): 39.191643°, -106.816109°

Equipment Plans: See the attached plan set dated **12/9/2020** prepared by **AT&T Mobility** consisting of **(14)** page(s). Lessee may modify the Equipment at any time as set forth in the Agreement.

Prepared by and return to:

Ben Anderson
Community Development
City of Aspen
ben.anderson@cityofaspen.com
970.429.2765

Re: Cell Site #COL06801F_R02 (Aspen_007)

Cell Site Name: CRAN RUTH ASPEN

Fixed Asset #: 14891488

State: Colorado

County: Pitkin

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 20____, by and between City of Aspen, a Colorado Municipality having its principal office/residing at 130 S. Galena St., Aspen, CO 81611 (hereinafter called "**Lessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Lessee**").

1. Lessor and Lessee entered into a certain Small Cell Lease Agreement ("**Agreement**") on the _____ day of _____, 2021, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be (5) years commencing on the Effective Date, with (4) successive renewal options.
3. The portion of the land being leased to Lessee and any associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:

City of Aspen,
a Colorado Municipality

By: _____

Print Name: _____

Its: _____

Date: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: Mark Johns

Its: Area Manager

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LESSEE ACKNOWLEDGMENT

STATE OF _____)

) ss:

COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public: _____

My Commission Expires: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)

) ss:

COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Lessor for the purposes therein contained.

Notary Public: _____

My Commission Expires:

Page of

**RESOLUTION NO. 105
(SERIES OF 2021)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,
APPROVING A LEASE BETWEEN THE CITY OF ASPEN AND NEW CINGULAR
WIRELESS, LLC (AT&T) AND AUTHORIZING THE CITY MANAGER TO EXECUTE
SAID LEASE ON BEHALF OF THE CITY OF ASPEN, COLORADO.**

WHEREAS, there has been submitted to the City Council a lease for the location of a small cell wireless facility on City property on a portion of Lot A of the Rio Grande Subdivision, also known as the Rio Grande Recycling Facility. This lease is attached as “Exhibit A”.

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

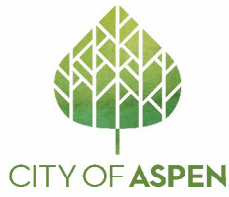
That the City Council hereby approves that Lease Agreement between the City of Aspen and New Cingular Wireless, LLC (AT&T), a copy of which is attached hereto and incorporated herein and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 9th day of November 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, November 9, 2021.

Nicole Henning, City Clerk



MEMORANDUM

TO: Mayor and City Council

FROM: Ryan Loebach, Utilities Senior Project Manager

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

MEMO DATE: November 1, 2021

MEETING DATE: November 9, 2021

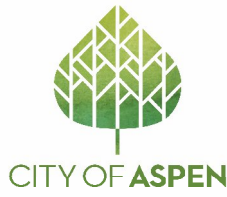
RE: Resolution #107 – U.S. Bureau of Reclamation, Federal Grant
Financial Assistance Authorization: Maroon Creek Penstock
Lining Project

REQUEST OF COUNCIL: The City of Aspen Water Utility applied for a federal grant with the U.S. Bureau of Reclamation (BOR) on September 16, 2020. Staff is requesting Council support of this grant application through approval of Resolution #107, Series of 2021, which is a requirement of this federal grant submittal.

SUMMARY AND BACKGROUND: The Maroon Creek penstock is a ~50-year old concrete pipeline that conveys water from the City's Maroon Creek headgate to the City's Maroon Creek Hydropower Plant over approximately 7,200 linear feet of pipeline. Deterioration of this aging asset has required more frequent staff intervention and repairs to fix leaking pipe joints in recent years. Staff has attributed the increased number of repairs due to unknown construction conditions, shallow burial depth, age of the pipeline, and increased vehicular traffic volume and loads.

This project will both repair and replace sections of pipeline. Pipeline replacement is currently scoped to provide staff with easier access and dewatering capabilities near the Maroon Creek crossing and in locations with severely deteriorated pipe sections. Pipeline repair shall occur throughout the remaining conduit and consist of joint seals or a structural cured-in-place-pipe.

DISCUSSION: The BOR funding will be used to partially fund construction of the Maroon Creek Penstock Lining Project. The proposed project, as presented in the attached Exhibit B: Executive Summary of the grant application, will rehabilitate and replace ~7,200 feet of existing concrete pipe that conveys raw water from Maroon Creek to the City's Maroon Creek Hydropower Plant. Staff shall seek council approval for both the construction contract and the federal grant assistance agreement at later dates.



FINANCIAL IMPACTS: The City Utilities department will provide matching funds if the City receives the BOR grant. The breakdown of grant monies and City contributions are shown in the table below:

Estimated Project Cost at time of Grant Application	Requested BOR Grant Amount	City's Contribution – staff labor and capital budget authority
\$3,001,451.90	\$480,232.30	\$2,521,219.60

The Water Fund currently has base budget authority within the Water Department's capital budget to fund the City's portion of the federal grant award.

ENVIRONMENTAL IMPACTS: Implementing and operating a robust pipeline maintenance program is fundamental to the success of the City's water conservation and efficiency efforts. 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 #107, which is required to be submitted to the Federal Bureau of Reclamation to comply with the mandatory grant submittal requirements of the Federal government. The City Utilities department is financially capable of funding the project without the assistance of Federal funding.

RECOMMENDATIONS: City staff recommends approval of Resolution #107, Series of 2021.

CITY MANAGER COMMENTS:

ATTACHMENTS:

Exhibit A – Resolution #107, Series of 2021

Exhibit B – Executive Summary of BOR Grant

RESOLUTION #107
Series of 2021

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 MAROON CREEK PENSTOCK LINING PROJECT GRANT APPLICATION SUBMITTED ON SEPTEMBER 16, 2020.

WHEREAS there has been submitted to the City Council a federal assistance request application for the Maroon Creek Penstock Lining project that proposes a Federal Grant to partially fund the project with the remaining funds provided by the City of Aspen Water Utility, a true and accurate copy of which is attached hereto as Exhibit "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 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 9th day of November, 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held November 9th, 2021.

Nicole Henning, City Clerk

Exhibit B: Executive Summary U.S. Bureau of Reclamation, Federal Grant Financial Assistance: Maroon Creek Penstock Lining Project

1. EXECUTIVE SUMMARY

1.1 APPLICATION INFORMATION

Submittal Date	September 16, 2020
Applicant	City of Aspen, Colorado Ryan Loebach, Senior Project Manager Utilities Department 130 Galena Street Aspen, CO 81611 970-309-9750
Funding Group	I
Grant Funding Requested	\$480,232.30
Total Project Budget	\$3,001,451.90
Project Duration	February 2021 through December 2021 (11 months)
Estimated Project Completion Date	December 31, 2021
Project Location	Existing pipeline diversion off Maroon Creek located in the Roaring Fork River Basin and located south of 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, 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 of the Aspen Municipal boundary. The City of Aspen will be upgrading a section of critical pipeline infrastructure that provides raw water from Maroon Creek to the City's raw water storage reservoir located at its water treatment plant site and to a 400 kilowatt (kW) hydroelectric generation facility. Maroon Creek is one of the City's primary potable supply sources and is the primary supply source for hydroelectric power generation. The existing pipeline is unlined reinforced concrete pipe and prestressed concrete cylinder pipe. The original design of this pipeline would allow a certain amount of leakage, and this estimated leakage has increased over time. The City will line approximately 6,235 linear feet of pipeline and add manholes for additional operational access to the pipeline. Lining materials will be selected through the project design phase which is currently underway. The intent of this project is to greatly reduce water being lost through the existing pipeline. This will benefit the environment through increased streamflow from reduced diversions, increase energy

production through the City's hydropower plant, reduce damage to areas impacted by water leaking from the system, and improve infrastructure access through the addition of manholes.

MEMORANDUM

TO: City Council
FROM: Andrew Kramer, Budget Manager
THRU: Pete Strecker, Finance Director & Sara Ott, City Manager
MEETING DATE: November 9, 2021
RE: Resolution #108 - 2021 Fall Supplemental for APCA Funds

Request of Council: Staff is requesting Council consideration of needed budget adjustments to the 620 Housing Administration Fund (APCHA), the 622 Smuggler Housing Fund, and the 632 APCA Development Fund. The total supplemental request for these funds is an increase of \$2,004,952.

Background: The APCA board adjusts the year's original spending plan periodically, and per the City's intergovernmental agreement Council must review and approve of these modifications.

Discussion: The first request is for \$996,160 to record the sale of a single-family home at Burlingame, purchased in 2020, per accounting standards. This is a technical adjustment to account for the reduction in housing inventory.

Next is for authority to transfer \$983,792 to the 632 APCA Development Fund that was used to purchase a single-family home in 2020. The sales revenue of this unit is projected at \$1,200,000, with the difference in the sales and the purchase price used to reimburse APCA for legal and other associated costs.

Staff is requesting appropriation of \$15,000 in the 622 Smuggler Housing Fund. On October 6th, 2021, the APCA Board approved Resolution No.7 for \$15,000 in upgrades in the Smuggler housing units.

Finally, staff is requesting \$10,000 in the 632 APCA Development Fund. This funding is needed to pay a special assessment and other costs for an APCA owned property.

	Original 2021 Budget	Spring Supplemental	Requested Fall Supplemental	Final Proposed Budget
Revenue	\$2,451,874	\$505,000	\$2,183,792	\$5,140,666
Operating	\$2,138,329	\$81,950	\$1,006,160	\$3,226,439
Capital	\$613,520	\$717,222	\$15,000	\$1,345,742
Debt	\$0	\$0	\$0	\$0
Net Appropriations	\$2,751,849	\$799,172	\$1,021,160	\$4,572,181
Transfers	\$0	\$0	\$983,792	\$983,792
Total Appropriations	\$2,751,849	\$799,172	\$2,004,952	\$5,555,973

Recommendations: Staff recommends approval of the revised spending plan, allowing for appropriation approval of previously authorized projects and technical adjustments (Exhibit A).

City Manager Comments:

RESOLUTION NO. 108

(SERIES OF 2021)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN,
COLORADO APPROVING SUPPLEMENTAL APPROPRIATIONS TO THE 2021
BUDGET FOR ASPEN PITKIN COUNTY HOUSING AUTHORITY, SMUGGLER
AFFORDABLE HOUSING FUND, AND APCHA DEVELOPMENT FUND**

WHEREAS, the Aspen Pitkin County Housing Authority is a standalone entity, uniquely separate from the City of Aspen and Pitkin County, and

WHEREAS, the City of Aspen directly appoints one director and one alternate director, and jointly with the County Commissioners appoints three additional directors and one alternate director. The County Commissioners appoints the remaining two, one director and one alternate director, for a total of the eight Board Members for the Aspen Pitkin County Housing Authority, with the intent that City of Aspen is expressly represented in matters concerning affordable housing in and around the Aspen community, and

WHEREAS, the City of Aspen annually subsidizes the operations of the Aspen Pitkin County Housing Authority administrative functions, and

WHEREAS, the budget was originally approved by the City of Aspen on November 24, 2020 by Resolution 94 (Series 2020) and modified on May 11, 2021 by Ordinance No. 6 (Series 2021), and

WHEREAS the Board Members for the Aspen Pitkin County Housing Authority have approved certain supplemental appropriations to the budget.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Aspen that supplemental appropriations adjustments as itemized in Exhibit A are approved for the Housing Administration Fund of \$1,979,952; Smuggler Housing Fund of \$15,000; and the APCHA Development Fund of \$10,000.

Adopted this 9th day of November 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk of the City of Aspen, Colorado, do hereby certify that the foregoing is a true and accurate copy of the Resolution adopted by the City Council at its meeting held on the 9th day of November 2021.

Nicole Henning, City Clerk

2021 APPROPRIATIONS BY FUND

	Audit Opening Balance	2021 Adopted Revenue	2021 Spring Supplemental Revenue	2021 Fall Supplemental	2021 Amended Revenue Budget	2021 Adopted Expense	2021 Spring Supplemental	2021 Fall Supplemental	2021 Amended Expense Budget	GAAP - Reduction of Housing Inventory	2021 GAAP Adjusted Ending Balance
Trust Fiduciary Funds											
Housing Administration Fund	\$1,099,117	\$2,376,740	\$505,000	\$1,200,000	\$4,081,740	\$2,673,319	\$799,172	\$1,979,952	\$5,452,443	(\$996,160)	\$724,574
Smuggler Housing Fund	\$426,115	\$75,134	\$0	\$0	\$75,134	\$78,530	\$0	\$15,000	\$93,530	\$0	\$407,719
APCHA Development Fund	\$292,243	\$0	\$0	\$983,792	\$983,792	\$0	\$0	\$10,000	\$10,000	\$0	\$1,266,035
Total Trust and Agency Funds	\$1,817,475	\$2,451,874	\$505,000	\$2,183,792	\$5,140,666	\$2,751,849	\$799,172	\$2,004,952	\$5,555,973	(\$996,160)	\$2,398,328

2021 TECHNICAL ADJUSTMENTS

Department/Description	Operating	Capital	Transfers Out
Accounting Entry to Record Sale of Single-Family Home: Staff is requesting authority of \$996,160 to record the sale of the single-family home at Burlingame, purchased in 2020. At the time of resale, per accounting standards, it is required to recognize the expense when it regained possession and then the revenue for resale. The other side of the accounting entry reduces the housing inventory, the net impact is zero to the 620 Fund's, cash balance. This is a technical adjustment to account for the reduction in housing inventory.	\$996,160		
Transfer of Single-Family Home Cash Back: In 2020, cash was transferred from the 632 APCHA Development Fund to the 620 Housing Administration Fund to purchase a single-family home in Burlingame. The housing unit is projected to be sold in 2021 which allows the funding transferred in 2020, to be returned to the APCHA Development Fund.			\$983,792
620 - Housing Administration Fund:	\$996,160	\$0	\$983,792
Smuggler Housing Unit Upgrades: On October 6th, 2021, the APCHA Board approved Resolution No.7 for up to \$15,000 in upgrades in the Smuggler housing units. The upgrades may include, but are not limited to electric panel, appliances, flooring, etc., needed to be done to each unit at turnover. Staff is requesting the formal appropriation of an additional \$15,000 in the Smuggler Housing Fund.		\$15,000	
622 - Smuggler Housing Fund:	\$0	\$15,000	\$0
APCHA Owned Unit - Special Assessment and Other Costs: Staff is requesting \$10,000 to pay a special assessment and other costs for an APCHA owned property in 2021. In 2022, this property will be rented. A revenue and expense proforma will be adopted in the 2022 APCHA Development Fund budget for this property.	\$10,000		
632 - APCHA Development Fund:	\$10,000	\$0	\$0
Total Technical Adjustments - Operating / Capital / Transfers:	\$1,006,160	\$15,000	\$983,792

2021 FALL REVENUE & TRANSFER DETAIL

Department/Description	New Revenue	Transfers In
Sale Proceeds of Burlingame Single-Family Home: The single-family home is projected to sell at \$1,200,000. The unit was purchased for \$996,160. The difference in the sales price and the purchase price will reimburse the 620 Housing Administration Fund for legal fees and other costs associated with the purchase of the housing unit.	\$1,200,000	
620 - Housing Administration Fund:	\$1,200,000	\$0
Transfer of Single-Family Home Cash Back: In 2020, cash was transferred from the 632 APCHA Development Fund to the 620 Housing Administration Fund to purchase a single-family home in Burlingame. The housing unit is projected to be sold in 2021 which will allow the funding transferred in 2020 to be returned to the APCHA Development Fund.		\$983,792
632 - APCHA Development Fund:	\$0	\$983,792
Total Revenue / Transfers In:	\$1,200,000	\$983,792



MEMORANDUM

TO: Mayor and City Council

FROM: Mike Tunte, Landscape Architect and Construction Manager

THROUGH: Matt Kuhn, Parks and Open Space Director

MEETING DATE: November 9, 2021

RE: Resolution #109 Series 2021 - Contract for the demolition of the existing buildings and driveway at 619 S. Monarch

REQUEST OF COUNCIL:

The Parks and Open Space Department is seeking Council approval of a contract with Stutsman Gerbaz Inc. for demolition services of the existing structures at 619 S. Monarch.

SUMMARY / BACKGROUND:

Parks and Open Space Staff continues to work on a park design for the future Dolinsek Gardens, which ensures Josephine Dolinsek's vision for the park. Final landscape plans and design will be reviewed over the winter by several stakeholders including the family, the Aspen Valley Land Trust (to ensure alignment with the Conservation Easement on the property), and by the City's Open Space and Trails Board.

DISCUSSION:

Demolition of the existing structures and asphalt drive at 619 S. Monarch are the first steps in the process to allow for park construction, which is slated to begin in early summer of 2022. The existing buildings were tested for asbestos, and abatement was performed in October.

An invitation to bid for the demolition was issued by City of Aspen in October 2021. Three companies attended the mandatory pre-proposal meeting, and we received two bids. The bid from Stutsman Gerbaz Inc. is the lowest bid and is aligned with our expectations and budget. Demolition is anticipated to begin in November and will be completed in January.

FINANCIAL IMPACTS:

The contract for the demolition of the existing structures and existing asphalt drive is included in the 2021 Parks Fund (100) Capital Project Budget, as project 50350 Dolinsek Gardens Development. The contract amount of \$111,835 for the demolition exceeds the current annual appropriations for 2021, which is \$100,000. If invoices for this work all occur within 2021, existing budget authority from savings on other 2021 projects will be transferred to cover the costs. However, since this is a proposed multi-

year project, additional funding for this project is part of the 2022 proposed City Budget and will cover the costs if work is completed and invoiced in 2022.

ENVIRONMENTAL IMPACTS:

The demolition will include concrete diversion to keep material out of the landfill. Removal of buildings and impervious surface is expected to have water quality improvements to runoff.

ALTERNATIVES:

Council can request an alternative bid approach.

STAFF RECOMMENDATIONS:

Parks and Open Space Staff recommends approval of the contract with Stutsman Gerbaz Inc. for the demolition of the existing structures and asphalt at 619 S. Monarch.

CITY MANAGER COMMENTS:

RESOLUTION #109
(Series of 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND STUTSMAN GERBAZ INC. 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 demolition of the existing buildings and the asphalt drive at 619 S. Monarch, between the City of Aspen and Stutsman Gerbaz Inc., 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 the demolition of the existing buildings and the asphalt drive at 619 S. Monarch, between the City of Aspen and Stutsman Gerbaz Inc., a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 9th day of November 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held November 9, 2021.

Nicole Henning, City Clerk



BID PROPOSAL FORM

PROJECT NO. : 2021-212

BID DATE: 10/22/2021

PROJECT: Demolition of Existing Building at 619 S Monarch

PROPOSAL SUBMITTED BY: Stutsman Gerbaz Inc.
BIDDER

BIDDER'S BID PROPOSAL

TO: The Governing Body of the City of Aspen, Colorado

The undersigned responsible bidder declares and stipulates that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same item, and that it is made in pursuance of and subject to all the terms and conditions of the advertisement for bid, the invitation to bid and request for bid, all the requirements of the bid documents including the specifications for this bid, all of which have been read and examined prior to signature. The bidder agrees to keep this bid open for Sixty (60) consecutive calendar days from the date of bid opening.

The City of Aspen reserves the right to make the award on the basis of the bid deemed most favorable to the City, to waive any informalities or to reject any or all bids.

By signing this document, Bidder 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 it does not employ illegal aliens.

I hereby acknowledge receipt of ADDENDUM(s) numbered 1 through 3.

Description of Item(s) to Be Purchased

Description	Quantity	Cost per	Total
6' Steel Fence Posts	59	\$8.35	\$492.65
50'x4' Orange Safety Fence	9	\$35.19	\$316.71

Total Bid in Numbers:\$107,473.00**Total Bid in Words:** One hundred seven thousand four hundred seventy three dollars

I acknowledge that in submitting this bid it is understood that the right to reject any and all bids has been reserved by the owner.

Authorized Officer: Dave Stutsman, Title: Vice PresidentFull name signature: Company address: 30376 Hwy 82
Snowmass, CO 81654Telephone number: 970-923-2734Email: dave.s@sgearthmoving.coAttested by: Jenah Fuechsel

garage. All demolition must be in accordance with local construction and disposal regulations. Utilities shall be abandoned, capped and field located. Subterranean holes shall be backfilled with a clean fill material. Bidders must include a bid tab as follows:

619 S. Monarch Demolition

<i>Base Bid Items</i>	<i>Lump Sum Price</i>
Home Demolition	<u>\$ 69,128.00</u>
Garage Demolition	<u>\$ 38,345.00</u>
Base Bid Total	<u>\$ 107,473.00</u>

Add Alternates

Garage Concrete Diversion	<u>Included in base bid</u>
Asphalt Drive Removal	<u>\$ 4,362.00</u>

Communication

Questions must be posted on the Bidnet Direct website, www.bidnetdirect.com. Answers are posted online for all bidders to review and consider. It is the Vendor's responsibility to check the website for Q&As, addendums, and other important information.

Vendors may contact Asal Vojdani, Procurement Officer, or 970-920-5408 for questions regarding the procurement process or uploading bids.

Pre-Bid Meeting

A pre-bid conference will be held at the project site 619 S Monarch Street, Aspen CO 81611, at 11:00 am. (MST), Wednesday, October 13, 2021. Bidders are encouraged to visit and become familiar with the site, buildings and bid documents prior to the pre-bid meeting.

Bid Submission

Electronic submission is to be uploaded on the Bidnet Direct website, www.bidnetdirect.com. The electronic submission must be compiled into a single pdf or Word document. The name of the document must contain the City project number and Contractor's name.

The deadline for submitting responses to this ITB is 2:00 P.M. (MST), October 22, 2021

Schedule

The bid, evaluation and selection schedule are as follows:

- October 13, 2021: Pre-Bid Meeting at 11:00AM
- October 22, 2021: Bids due by 2:00PM
- October 26, 2021: Selection Announced
- Contracts and Project Completion: Fall / Early Winter of 2021



INVITATION TO BID

Sealed bids will be received by the City of Aspen, Colorado, through the Bidnet Direct website, www.bidnetdirect.com, until **2:00 P.M., MST OCTOBER 22, 2021**, at which time the bids will be publicly opened and read aloud, for the following City of Aspen project:

DEMOLITION OF EXISTING BUILDINGS at 619 S MONARCH

Complete bid packages are available to download or from www.bidnetdirect.com. Vendors must be registered to view the bid packages. There is no charge to register. Call 800-835-4603 if you need assistance registering for free access.

A pre-bid conference will be held at **619 S Monarch Street, Aspen, CO**, at 11:00 am, Wednesday, October 13. Attendance at the pre-bid conference is essential to convey the bidder's questions regarding the project scope to the Parks & Open Space Department. **The pre-bid conference is mandatory** unless an alternate site visit is arranged with the project manager.

***Please confirm your attendance or schedule alternate site visit by submitting an email to asal.vojdani@cityofaspen.com and michael.tunte@cityofaspen.com**

The City reserves the right to reject any or all bids or accept what is, in its judgment, the bid which is in the City's best interest. The City further reserves the right, in the best interests of the City, to accept a late submittal or to waive any technical defects or irregularities in any and all bids submitted. The City cannot accept faxed or emailed bids.

Pursuant to the Colorado Open Records Act, C.R.S. Section 24-72-200.1 (CORA), any and all of the documents that are submitted to the City of Aspen may be deemed public records subject to examination and inspection by third parties. The City of Aspen reserves the right, at its sole discretion, to release for inspection or copying any document, plan, specification, proposal or other writing submitted pursuant to this request.

Bids must be submitted, as a single Word or .PDF document, electronically through the Bidnet Direct website and named: "DEMOLITION OF EXISTING BUILDINGS at 619 S Monarch, submitted by XYZ Company (enter company name)".

In addition to price, the criteria set forth in the Instruction to Bidders may be considered in judging which Bid is in the best interests of the City.

No bid may be withdrawn within a period of sixty (60) calendar days after the date fixed for opening bids.

By: CITY OF ASPEN, COLORADO
Purchasing

General Scope of Work:

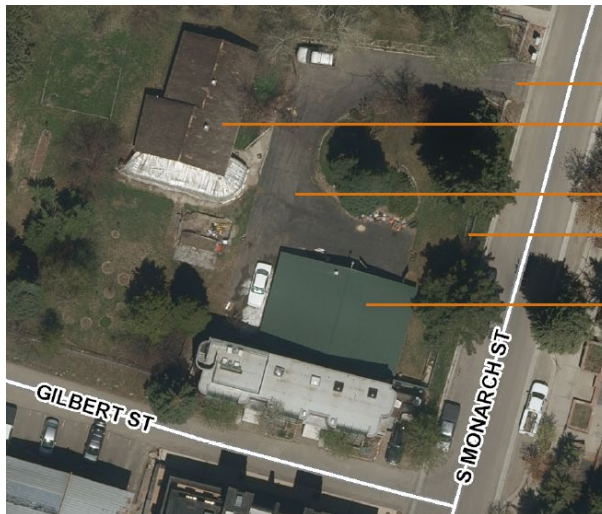
DEMOLITION OF EXISTING BUILDINGS at 619 S MONARCH

The City of Aspen Parks Department has issued an invitation to bid to remove and dispose of off-site the house and garage located at 619 S. Monarch Street in Aspen CO.

PARCEL



SITE AND BUILDINGS



- Gated site entry
- 2,600 sf (approx) single story home with basement
- Paved driveway staging area
- Fence secured site
- 2,100 sf (approx) single story garage

The 619 S Monarch Street parcel is fully fenced with a gated and locked entry. Demolition activities can utilize the existing driveway to stage and conduct work. Anticipated demolition and disposal off site include an approximately 2,600 sf single story house with a full basement and an approximately 2,100 sf garage. All demolition must be in accordance with local construction and disposal regulations. Utilities shall be abandoned, capped and field located. Subterranean holes shall be backfilled with a clean fill material. Bidders must include a bid tab as follows:

619 S. Monarch Demolition

<i>Base Bid Items</i>	<i>Lump Sum Price</i>
Home Demolition	\$ _____
Garage Demolition	\$ _____
Base Bid Total	\$ _____

Add Alternates

Garage Concrete Diversion	\$ _____
Asphalt Drive Removal	\$ _____

Communication

Questions must be posted on the Bidnet Direct website, www.bidnetdirect.com. Answers are posted online for all bidders to review and consider. It is the Vendor's responsibility to check the website for Q&As, addendums, and other important information.

Vendors may contact Asal Vojdani, Procurement Officer, or 970-920-5408 for questions regarding the procurement process or uploading bids.

Pre-Bid Meeting

A pre-bid conference will be held at the project site 619 S Monarch Street, Aspen CO 81611, at 11:00 am. (MST), Wednesday, October 13, 2021. Bidders are encouraged to visit and become familiar with the site, buildings and bid documents prior to the pre-bid meeting.

Bid Submission

Electronic submission is to be uploaded on the Bidnet Direct website, www.bidnetdirect.com. The electronic submission must be compiled into a single pdf or Word document. The name of the document must contain the City project number and Contractor's name.

The deadline for submitting responses to this ITB is 2:00 P.M. (MST), October 22, 2021

Schedule

The bid, evaluation and selection schedule are as follows:

- October 13, 2021: Pre-Bid Meeting at 11:00AM
- October 22, 2021: Bids due by 2:00PM
- October 26, 2021: Selection Announced
- Contracts and Project Completion: Fall / Early Winter of 2021

Contractor shall coordinate with the Parks and Open Space Department to complete the work during the fall / winter of 2021.



MEMORANDUM

TO: Mayor and City Council

FROM: David Coon, City Forester

THROUGH: Matt Kuhn, Parks and Open Space Director

MEETING DATE: November 9th, 2021

RE: Change Order for Forestry Tree Trimming Contract

REQUEST OF COUNCIL: Parks Department staff requests a change of contract amount with Aspen Tree Service for tree trimming and removal services. The total increase of \$67,562 this year is necessary for the pruning and removal work, primarily within the West End zone of Aspen's urban forest.

SUMMARY AND BACKGROUND: The City of Aspen is responsible for managing approximately 12,000 trees in our public rights-of-way and parks. We have one of the premier high-altitude forests in the state and we take great care in the management of trees on public property.

As our community forest continues to age, more intensive management of our older trees must be conducted to reduce hazards, monitor insect and disease issues, and maintain the aesthetics of the forest. These trees, primarily cottonwoods, have been inspected and pruned on a regular basis for over 20 years. It has been successful in large part due to contracts with professional tree services.

DISCUSSION: A total increase in the amount of \$67,562.00 is requested because the City is currently maintaining Management Unit I which is a disproportionately large unit comprised of primarily mature cottonwoods in the West End. Also, the street trees throughout this unit suffered from a particularly damaging early summer storm in 2020. Many trees both within and outside of the management unit required extra care to maintain public safety, and especially along Main Street. Additionally, the forestry crew was significantly short-staffed due to labor shortages and not being able to hire an in-house forestry team as in past years.

The City of Aspen has benefited for decades from the tree plantings of long ago. Along with the benefits these trees provide comes a responsibility to manage them. Recent events as described above have led to a need to increase contracted services within the 2021 fiscal year.

FINANCIAL IMPACTS: The total increase of \$67,562 is for 2021 only, and the scope includes necessary pruning and removal work for current the Management Unit. The proposed increase is within allocated program budget for the Forestry Program (57220), and is within the overall Parks Fund (100) Budget.

The change order is included within this package as 'Attachment A' and the original contract is included as 'Attachment B'.

ENVIRONMENTAL IMPACTS: The good health of the trees in our community forest is, in large part, due to the active management of pruning and removal work that has been done over the past 20 years. Pruning and removal can reduce the incidence of disease and insect populations. Good pruning work can also increase the longevity of a tree. Large trees offer many more ecological benefits to our community than small trees. A healthy sustainable community forest improves air quality, improves water quality in our watershed by reducing storm water runoff, provides wildlife habitat, reduces fuel consumption to heat homes, and reduces the ambient air temperature in our town, among many other benefits.

ALTERNATIVES: Council could choose to not approve this contract which would result in higher risk to the community and a less actively managed community forest.

RECOMMENDATIONS: Parks Department staff recommends that Council approves the proposed increase for the contract with Aspen Tree Service, Inc. for tree trimming and removal services.

CITY MANAGER COMMENTS:

RESOLUTION #110
(Series of 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CHANGE ORDER TO THE ASPEN TREE SERVICE EXISTING CONTRACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CHANGE ORDER ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a change order to the existing tree trimming contract between the City of Aspen and Aspen Tree Service, 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 change order to the existing tree trimming contract between the City of Aspen and Aspen Tree Service, 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 9th day of November 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, November 9th, 2021.

Nicole Henning, City Clerk

**CITY OF ASPEN
CHANGE ORDER FORM**

Change Order No. 1

Date of Issuance: 04/01/21

COA Acct No.:

100.572.57220.55120

Project Name: Tree Trimming and Removal Services

Contractor:

Aspen Tree Service

The Contract is modified as follows upon execution of this Change Order:

Description: A total increase in the amount of \$67,562.00 is needed because the city is currently maintaining Management Unit I which is a disproportionally large unit comprised of primarily mature cottonwoods in the west end. Also, the street trees around town suffered from a particularly damaging early Summer storm, and many trees both within and outside of the management unit require care to maintain public safety along Main St. Additionally, the forestry crew was also severely short-staffed with no seasonal help needed to perform in house tree care. In addition to using funds for maintenance supplies, this year's funds allocated to seasonal staff will be drawn from in order to balance the bottom line of the forestry budget.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>75,000.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>75,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>67,652.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>142,562.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<p>RECOMMENDED:</p> <p>Sign: _____</p> <p style="padding-left: 40px;">Engineer (if applicable)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>Sign: _____</p> <p>By: _____</p> <p style="padding-left: 40px;">City Project Manager</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>Sign: _____</p> <p style="padding-left: 40px;">Contractor (Authorized Signature)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	--	---

APPROVAL					
<p>Sign: _____</p> <p>By: _____</p> <p style="padding-left: 40px;">Pete Strecker</p> <p>Title: _____</p> <p style="padding-left: 40px;">Finance Director</p> <p>Date: _____</p>	<p>Sign: _____</p> <p>By: _____</p> <p style="padding-left: 40px;">Capital Asset Manager</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Sign: _____</p> <p>By: _____</p> <p style="padding-left: 40px;">City Manager</p> <p>Title: _____</p> <p>Date: _____</p>			

CONTRACT RENEWAL

The purpose of this document is to provide written notice of the City and Supplier's decision to exercise its right to renew the contract identified below for an additional term. To the extent the contract requires the City to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

CITY OF ASPEN CONTRACT	
Contractor's Full Legal Name:	Aspen Tree Service
Contract No.:	2018-004
Solicitation Title:	Tree Trimming and Removal Services
Resolution # :	NA
Contract Award Date:	March 26, 2018
Current Contract Term:	March 31, 2021
Beginning Date of New Contract Term:	April 1, 2021
End Date of New Contract Term:	March 31, 2022

65 ft. Aerial lift with forestry body and 14"-18" capacity chipper with 2 man crew- **\$225/hour**

75 ft. Aerial lift, Large capacity chip truck and 18" capacity chipper with 2 man crew- **\$250/hour**

82 ft. Track Mounted Aerial lift, Large capacity chip truck and 18" capacity chipper with 2 man crew- **\$290/hour**

23 ton crane, Prentice 110 log loader, or compact knuckle boom log loader and operator- **\$150/hour**

30 HP Stump Grinder and operator- **\$125/hour**

40 or 50HP Stump grinder and operator- **\$160/hour**

Track mounted mini-skid loader with grapple, stump grinder or other attachments and operator- **\$150/hour**

John Deere CT-332 track mounted skid loader with Inple Max grapple attachment and operator- **\$175/hour**

Vermeer BC1500 track mounted chipper and operator- **\$190/hour**

Additional climbers/ground workers- **\$75/hour**

Airspade with 185cfm compressor and one man crew- **\$150/hour**

High volume Air-knife with 375cfm compressor and two person crew- **\$375/hour**

All work to be billed for site time only with exception of the crane. Crane time to be billed from portal to portal.

All work completed by Aspen Tree Service is guaranteed to meet or exceed requirements set forth by the ANSI Z133 and A300 guidelines for tree service operations.

We guarantee response time in emergency situations to be within 5 hours. Any emergency work requested with less than 24 hours noticed could be billed a 25% immediate dispatch surcharge.

Hourly Rates

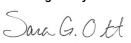
Crown Clean	\$225 per hour
Selective Prune	\$225 per hour
Crown Restoration	\$225 per hour
Crown Raise	\$225 per hour
Removal	\$225 per hour Additional equipment billed separately
Air Spading	\$150 per hour
High Volume Airknife	\$325 per hour includes two operators

Traffic control using subcontractors will be billed at cost.

Wood to be disposed at Aspen Tree Service facility in Carbondale. Very large diameter or material with known contaminants such as metal or nails, shall be hauled to the Garfield County Landfill. Charges billed at cost.

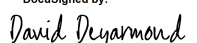
Hourly billing is for site time only. Crane or grapple is billed portal to portal.

CITY OF ASPEN, COLORADO:

DocuSigned by:

 9051E4804EC041C
 [Signature]
 By: Sara Ott
 [Name]
 Title: City Manager

Date: 2/20/2021 | 4:15:43 PM PST

PROFESSIONAL:

DocuSigned by:

 A70EBESF7D464DF
 [Signature]
 By: David Deyarmond
 [Name]
 Title: President

Date: 2/20/2021 | 6:06:01 AM MST

As-Needed Contract Renewal

The purpose of this document is to provide written notice of the City and Supplier's decision to exercise its right to renew the contract identified below for an additional term. To the extent the contract requires the City to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

CITY OF ASPEN CONTRACT	
Contractor's Legal Name:	Aspen Tree Service
Contract No.:	2018-004
Solicitation Title:	Tree Trimming and Removal Services
Resolution # :	NA
Contract Award Date:	March 26, 2018
Current Contract Term:	March 31, 2020
Beginning Date of New Contract Term:	April 1, 2020
End Date of New Contract Term:	March 31, 2021

The renewal is subject to the same terms and conditions, and rates as the original.
More specifically as detailed below:

65 ft. Aerial lift with forestry body and 14"-18" capacity chipper with 2 man crew- **\$225/hour**

75 ft. Aerial lift, Large capacity chip truck and 18" capacity chipper with 2 man crew- **\$250/hour**

82 ft. Track Mounted Aerial lift, Large capacity chip truck and 18" capacity chipper with 2 man crew- **\$290/hour**

23 ton crane, Prentice 110 log loader, or compact knuckle boom log loader and operator- **\$150/hour**

30 HP Stump Grinder and operator- **\$125/hour**

40 or 50HP Stump grinder and operator- **\$160/hour**

Track mounted mini-skid loader with grapple, stump grinder or other attachments and operator- **\$150/hour**

John Deere CT-332 track mounted skid loader with Imple Max grapple attachment and operator- **\$175/hour**

Vermeer BC1500 track mounted chipper and operator- **\$190/hour**

Additional climbers/ground workers- **\$75/hour**

Airspade with 185cfm compressor and one man crew- **\$150/hour**

High volume Air-knife with 375cfm compressor and two person crew- **\$375/hour**

All work to be billed for site time only with exception of the crane. Crane time to be billed from portal to portal.

All work completed by Aspen Tree Service is guaranteed to meet or exceed requirements set forth by the ANSI Z133 and A300 guidelines for tree service operations.

We guarantee response time in emergency situations to be within 5 hours. Any emergency work requested with less than 24 hours noticed could be billed a 25% immediate dispatch surcharge.

Hourly Rates

Crown Clean	\$225 per hour	
Selective Prune	\$225 per hour	
Crown Restoration	\$225 per hour	
Crown Raise	\$225 per hour	
Removal	\$225 per hour	Additional equipment billed separately
Air Spading	\$150 per hour	
High Volume Airknife	\$325 per hour	includes two operators

Traffic control using subcontractors will be billed at cost.

Wood to be disposed at Aspen Tree Service facility in Carbondale. Very large diameter or material with known contaminants such as metal or nails, shall be hauled to the Garfield County Landfill. Charges billed at cost.

Hourly billing is for site time only. Crane or grapple is billed portal to portal.

CITY OF ASPEN, COLORADO:

[Signature]

PROFESSIONAL:



[Signature]

Aspen Tree Services
expired ~~3/31~~ 3/31/2020

By: S. G. Old

[Name]
Title: City Manager

Date: 2/4/2020

By: David Dayarmond

[Name]
Title: President

Date: 1/27/20



MEMORANDUM

TO: Mayor and City Council
FROM: Nicole Henning, City Clerk
THROUGH: Alissa Farrell, Administrative Services Director
MEMO DATE: November 1, 2021
MEETING DATE: November 9, 2021
RE: Resolution #111 - 2021 Adopting the Amended 2016 Municipal Records Retention Schedule

REQUEST OF COUNCIL:

The City Clerk requests the adoption of the Amended 2016 Municipal Records Retention Schedule provided by the Colorado State Archivist.

SUMMARY AND BACKGROUND:

The Colorado Revised Statutes designate the City Clerk as the custodian of the official records of the City. In this role, the City Clerk works with departments to determine the retention and final disposition of records as they reach the end of their lifecycle.

The Colorado State Archivist in conjunction with the Colorado Municipal Clerks Association produced a Municipal Records Retention Schedule which the City initially adopted in 2002 and then adopted an amended version in 2011. The Colorado State Archivist has provided another amended schedule which the City needs to adopt at this time.

DISCUSSION:

Records Management is the practice of maintaining the records created, received, and utilized by the City. The management activities include classifying, storing, securing, archiving, and destroying throughout the lifecycle of the records. The records retention schedule provides a categorized list of municipal records along with recommendations for retaining and destroying records to reduce storage costs as well as minimize risks and liabilities associated with keeping records beyond their value to the organization.

FINANCIAL IMPACTS:

The cost of storing records on site will continue to increase for the City over time if records are not purged when appropriate. These costs can be reduced if records are destroyed per the retention schedule and the use of the City's electronic records management system.

ENVIRONMENTAL IMPACTS:

There are no direct environmental impacts.

ALTERNATIVES:

Continuing to use the dated version of the schedule may increase risks and liabilities to the City.

RECOMMENDATIONS:

The City Clerk recommends adopting the amended Records Retention Schedule.

CITY MANAGER COMMENTS:

RESOLUTION #111
(Series of 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, ADOPTING THE JUNE 2016 AMENDED COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE AS COMPILED BY THE COLORADO STATE ARCHIVIST

WHEREAS, C.R.S. 31-1-101(3) defines the City Clerk to be the custodian of the official records of a municipality, and

WHEREAS, the official custodian of public records may make such rules and regulations necessary for the protection of such records, and

WHEREAS, one of the most important aspects of a city's records program is the retention schedule, which provides for systematic review and destruction of records not required to be retained by law, reduces the cost of records storage, and minimizes the risks and liabilities associated with document retention, and

WHEREAS, by Resolution #53, Series of 2002, the City Council adopted the Colorado Municipal Records Retention Schedule, which is being used as legal authority for the retention and destruction of municipal records, and

WHEREAS, by Resolution #63, Series of 2012, the City Council adopted the Amended Colorado Municipal Records Retention Schedule, which is being used as legal authority for the retention and destruction of municipal records, and

WHEREAS, the Colorado State Archivist in cooperation with the Municipal Clerks' Association, has provided an updated Model Municipal Records Retention Schedule, which schedule must also be adopted by the local governing body.

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 adopts the attached amended June 2016 Colorado Municipal Records Retention Schedule and authorizes the City Clerk to preserve the City's retention schedule with the Colorado State Archivist and allow its use as legal authority for retention and destruction of municipal records on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 9th day of November, 2021.

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held November 9, 2021.

Nicole Henning, City Clerk

ACKNOWLEDGEMENTS

The *Colorado Municipal Records Retention Schedule* was made possible through a cooperative venture. A group of Weld County, Colorado municipalities recognized the need for a comprehensive records retention schedule that could be used by any small Colorado municipality and joined forces to fund and support the project.

Funding for the project was provided by 11 Weld County municipalities: the Town of Eaton, the City of Fort Lupton, the Town of Garden City, the Town of Gilcrest, the City of Greeley, the Town of Hudson, the Town of Johnstown, the Town of Keenesburg, the Town of Mead, the Town of Milliken and the Town of Windsor.

The following municipal clerks and their municipalities contributed to the success of the year-long project: **Chris Bagley**, Town of Eaton; **Linda Salas**, Town of Erie; **Barbara Rodgers**, City of Fort Lupton; **Janice Walter**, Town of Garden City; **Linda Smith**, Town of Gilcrest; **Betsy Holder**, City of Greeley; **Judy Larson**, Town of Hudson; **Diana Seele**, Town of Johnstown; **Cheryl Jesser**, Town of Keenesburg; **Judy Hegwood**, Town of Mead; **Nanette Fornof**, Town of Milliken (project coordinator for the municipalities); and **Cathy Kennedy**, Town of Windsor. Other staff members from the Towns of Milliken and Windsor and the City of Greeley participated in benchmark records inventories and interviews conducted by the project consultant.

The project would not have been possible without the continued support, cooperation and assistance of **Terry Ketelsen**, State Archivist for the State of Colorado and **Karen Zoltenko**, Deputy State Archivist for the State of Colorado. **Don Sandoval**, Regional Manager for the State of Colorado, Department of Local Affairs, Office of Field Services, also provided continuing encouragement and advice throughout the project. **Tony Adams, CRM**, Director of the Wyoming State Archives and **Carol Intlekofer**, City Clerk, City of Cheyenne, Wyoming, provided valuable assistance during the initial stages of the project. **Chuck Schiell, CRM**, records management consultant for the Town of Erie, and **Betsy Holder** and **Russell Lenhart** of the Greeley City Clerk's Office, are owed a special debt of gratitude for their detailed reviews of the preliminary draft of the Model Municipal Retention Schedule and their helpful suggestions.

This document would not have been possible without the earlier work accomplished by the Colorado Municipal Clerks' Association and numerous municipal clerks who developed in 1992 and updated in 1999 the *Guidelines for the Retention of Municipal Records in Colorado*, which established a solid foundation for creation of a Municipal Records retention schedule.

The *Colorado Municipal Records Retention Schedule* became a reality through the dedicated efforts of **Molly J. Davis, CRM, CMC**, records management consultant specializing in local government records in Colorado.

A comprehensive ten-year review of the Colorado Municipal Records Retention Schedule was completed in 2010—2011 through a collaborative effort of the Colorado State Archives and the Colorado Municipal Clerks Association Records Management Committee. Project funding was provided by the Colorado State Archives and the Colorado Municipal Clerks Association. The individuals who participated in this effort were: Terry Ketelsen (Colorado State Archivist), Erin McDanel (Colorado State Archives), Molly J. Davis (consultant), Kerry Bush (Englewood), Melinda Catapano (Grand Junction), Nanette Fornof (Frederick), Leighsa Grommon (Berthoud), Judy Hegwood (Firestone), Leah Heneger (Platteville), Betsy Holder (Greeley), Lisa Horton (Aurora), Russ Lenhart (Greeley), Kimber Liss (Centennial), Tim Paran (Denver), Daryl Payne (Pueblo), Cat Petersen (Winter Park), Patricia Putfark (Centennial), Sara Rusher (Longmont), Barbara Setterlind (Centennial), Susan Sorlein (Parker), Sandi Sugden (Mead), Jewel Traudt (Englewood), and Mike Wolfe (Vail). Special thanks is also given to those who submitted comments and questions during the update process.

HOW TO USE THE COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

Go to the index first!

Terminology

Terminology that may be unfamiliar to some users is explained in *Appendix B – Glossary*.

Numbering System

The *Colorado Municipal Records Retention Schedule* is organized in individual schedules that group related records according to municipal functions. Each schedule is assigned a reference number, and an item identification number is assigned to each records title listed (i.e., 05.010 means Schedule 5, Item 010). The schedule and item identification numbers are listed with the individual records titles in the index – ***the key to locating records titles in the schedules.***

Record Titles and Description

Because the records titles used may not reflect the exact records titles used by everyone, the Retention Schedule provides a short paragraph that describes the use and typical contents of each records series and sub-series.

Retention Periods

Retention periods are based on legal requirements and/or on common usage and industry standards to meet typical administrative, operational or reference requirements. The retention time period indicates the minimum length of time that the **record copy** should be retained before disposal can take place. Typically, some kind of approval process is in place to authorize the destruction of records in accordance with the Records Retention Schedule. Evaluate records for continuing legal, fiscal, administrative or historical value and determine whether they are the subject of any legal holds before proceeding with the authorized destruction. It is permissible to either wait to destroy obsolete records until the end of the year in which they become eligible for destruction or to go ahead and destroy records at the end of the retention period. The municipality may dispose of duplicates in accordance with the following guidelines:

DUPLICATE COPIES CREATED FOR ADMINISTRATIVE PURPOSES

Retain for 1 year and then destroy.

DUPLICATE COPIES CREATED FOR CONVENIENCE OR REFERENCE

Retain until no longer needed for reference or 1 year, whichever is first, and then destroy.

Retain duplicated copies until no longer needed but not longer than the record copy.

CRS 6-17-104 provides a default retention period of three years for records that state law requires to be retained when no retention period is otherwise specified.

The retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

Guidelines for identification and handling of some non-records are discussed in *Appendix A – Non-Records*.

Trigger Dates

Trigger dates are included in retention periods whenever possible. A *trigger date* is the date of an event, action or cut-off point that begins the countdown to the end of the retention period. Examples of a trigger date in a retention period are highlighted in the following: "3 years ***after expiration of the warranty***" and "1 year ***after the tap is disconnected***." When a trigger date is not specified, the countdown to the end of the retention period begins on the date the file is closed, the date the file no longer has any administrative or reference value, or the date of the newest document in the file.

Another Records Retention Resource

In 2010, The Colorado Municipal Clerks Association published *Managing Municipal Records in Colorado: A RIM-ERM Toolkit* (known as the "Toolkit"). Colorado municipalities may find that publication to be of value in establishing and maintaining a viable records and information program, which includes adopting a records retention schedule. It is available through the CMCA Records Management Committee (contact information is listed on the CMCA website at www.cmca.gen.co.us).

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
-A-		Advertisements	
Abandoned		Bids	40.020
Cemetery lots	10.020	Job opportunities	90.130.A
Property	30.030.B	Advertising Circulars	40.100.C
Vehicles	65.070.B	Affidavits	
Wells	60.100.J	Candidate	15.040.A
Abatement of Nuisances	40.010	Election	15.140
Enforcement	65.070.B	Publication	
Aboveground Storage Tanks	25.050	ordinances	40.020.A
Absentee		other	40.020.B
Ballots	15.030.A	Affirmative Action Compliance	90.010
Oaths	15.140	Age Discrimination in Employment Act	90.110.B
Voters	15.010	Agencies	
list	15.010	External	40.120
Abstract of Election	15.060.A	Federal and state	40.160
Acceptance to Serve – Election Judges	15.090.A	Agenda	
Access Systems	105.020.A	Entities with advisory powers and duties	20.010.B
Accession Records – Museum	70.020	Governing body	45.010
Accessory Uses	65.030	Item summaries	45.010
Accidents		appointed entities	20.010.A
High accident rate locations	60.050.D	Quasi-judicial entities	20.010.A
Incident reports	40.230.D	Agreements	40.030
Reports – police	100.080.B	Annexation	65.010
Traffic accident		Collective bargaining	90.040
arrest	100.080.A	Employment	90.020
police officer involved	100.080.J	Intergovernmental	40.030
Accounting		Mutual aid	40.030
Forms – election	15.170	Short-term	40.230.A
Water decree	60.100.F	Water	60.100.A
Accounts		Air Quality	25.010
Cemetery	10.030	Airline Services	60.060.C
Payable	30.010	Airport District	40.320
Receivable	30.020	Alarm	
Utility billing	30.210.A	False	100.080.F
ACH Forms	30.010.A, 30.020	Fire	35.010
Acquisition of Property	95.010	Installation permits	75.020.F
Activity Reports		System	35.010
Departments	40.290	approval	100.050.C
Police	100.080.B	Water detection	35.010
Actuarial Reports	90.150.A	Alcohol Beverage Licensing	75.020.A
ADA Compliance	90.110.B	Alcohol Test Results – CDLs	90.110.A
Physical examinations	90.110.B	Alien Verification Program	100.070.B
Address		Alley	
History files	05.010	Abandonment	60.070
Street assignments	60.050.F	Improvement districts	30.130
Addresses – State of the City	40.250.C	Vacations	60.070
ADEA Compliance	90.110.B	Allotment Contracts – Water	60.100
Administrative		Ambulance	
Proceedings	40.010	District	40.320
Records	Schedule 40	EMT certification	90.070
		Licensing and operations	100.010.A
		Patients	100.010.B
		Runs	100.010.B
		Amendments to Schedule	Appendix H

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<u>Records Descriptions</u>	<u>Schedule/Item No.</u>	<u>Records Descriptions</u>	<u>Schedule/Item No.</u>
Americans With Disabilities Act	90.110.B	Applications (Cont'd)	
Amusement Device Licensing	75.020.C	Sales tax	30.190.E
Analytical Reports		Vacancies – governing body	45.020
Asphalt	60.050.A	Appointed Entities	Schedule 20
Water and sewer	60.090.A	Appointments	
Animal		Appointed applicants	20.020.A
Cases – Municipal Court	85.030.A	member lists	20.050
Control	100.020	unsuccessful applicants	20.020.B
Disposition	100.020	Election judges	15.090.A
Licensing	75.020.C	Governing body	45.020
Protection	100.020	Scheduling	40.050
Stray	100.020	Appraisals	95.010
Annexation	65.010	Apprenticeship Selection	90.070
Approved	65.010.A	Approval Request Form	Appendix C
Disapproved	65.010.B	Aquatic Facilities, Chemicals	95.050.B
Election petitions	15.150.A	Aquifers	60.100.E
Maps	40.180	Archeological Sites	50.010
Review	65.010	Architectural Renderings	40.180
Zoning	65.080	Parks	95.060
Annual Reports		Archival Records	Schedule 50
Activity	40.290.A	Arrests	100.080.A
Fixed assets	30.030.A	Expungement	100.080.A
Operations	40.290	Illegal presence	100.070.A
Payroll	90.140.E	Warrants	85.100.B
Published	40.260	Arson	
Water and sewer treatment	60.090.B	Arrests	100.080.A
Water consumption	60.080.E	Case files	
Annuities, Form 1099R	30.200.B	fire	100.050.H
Apartment Building Plans	05.060.A	police	100.080.B
Apparatus Inspections	100.050.B	Artwork	
Appeal Proceedings	40.010	Display agreements, contracts	40.230.A
Appeals – Court Decisions	85.010.A	Museums	70.020
Evidence	85.050	Asbestos Exposure	90.110.B
Transcripts	85.010.B	"As-Built" Drawings	
Appendices		Construction	05.060
Amendment Schedule	Appendix H	Electric service	60.010.D
Approval Request Form	Appendix C	Facilities	40.180
Frequently Asked Questions	Appendix F	Asphalt Testing	60.050.A
Glossary	Appendix B	Assault Cases	100.080.A, .B
Guidelines for Preservation of		Asset Records	30.030
Records	Appendix G	Critical asset – electric service	60.010.A
Methods of Record Destruction	Appendix E	Associations	
Non-Records	Appendix A	External	40.120
Update Request Form	Appendix D	Water	40.120
Applications		Attorney	Schedule 80
Absentee ballots	15.010, 15.030.A	Correspondence	40.100
Building permits		Auction	30.030.B
issued	05.020.A	Auctioneer License	75.020.C
not issued	05.020.B	Audio Recordings. <i>See Recordings</i>	
Employment		Audits	30.040
Fair Credit Reporting Act	90.130.E	Police property and evidence	100.080.E
individuals not hired	90.130.B		
background investigation files – public			
safety	90.130.C		
Jobs	90.130.B		

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<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Audits (Cont'd)		Benefits Programs – SAVE Verifications	100.070.B
Reports	30.040.A	Bicycle Licensing	75.020.C
Sales tax	30.190.E	Bids	
Work papers	30.040.B	Accepted	30.170.B
Augmentation Plans	60.100.D	Rejected	30.170.B
Authorities	Schedule 20	Solicitations	30.170.A
Governing body as	45.060	Specifications	30.170.A
Automatic Clearinghouse (AHC) Forms		State list	30.170.C
Accounts payable	30.010.A	Unsolicited	30.170.B
Accounts receivable	30.020	Vendor list	30.170.C
Awards	40.040	prequalification	30.170.D
-B-		Billboard permits	75.020.F
Background Investigations	90.130.C	Billing	30.020
Balance Sheets		Power system	60.010.F
Accounts payable	30.010.A	Utility	30.210
Accounts receivable	30.020	Bills	
Trial	30.050.A	Of sale	35.010
Ballot		Paid	30.010.A
Box receipts	15.170	State or federal	40.160
Certifications	15.060.B	Blood-Borne Pathogen	
Issue		Exposure	90.110.B
comments	15.020	Safety training	90.110.B
notice		Blood Testing Reports	100.080.E
duplicate copy	15.130.A	Board of Trustees	Schedule 45
master copy	15.130.B	Boards and Commissions	Schedule 20
working copy	15.130.A	Boilers	35.010
Measure petitions	15.150	Bond Issues	
lobbying	40.250.A	Bond anticipation notes	30.070.A
Ballots	15.030.A	Bonds – paid	30.070.C
Mail	15.100	Coupons – paid	30.070.C
Sample	15.030.B	Files	30.070.A
Bank	30.050	General obligation	30.070.A
Court-maintained accounts	30.050	Industrial development revenue	30.070.A
Statements	30.050.B	Ledgers	30.070.D
Bankruptcy	30.060	Notes – paid	30.070.C
Banner permits	75.020.F	Proceedings books	30.070.B
Barricades	60.050.C	Refunding	30.070.A
Basin		Registers	30.070.D
Plans	40.330	Revenue	30.070.A
Stormwater	60.040.A	Special improvement	30.070.A
Beer Licenses	75.020.A	Water	30.070.A
Benchmarks – Street	60.050.H	Bonds	
Benefits – Employee	90.030	Capital project	40.240.B
Plan selections	90.070	Labor and materials	40.240.B
Plans	90.030.A	Legal proceedings	85.020
Form 1099R, report of distributions	30.200.B	Licenses	75.010
Reports	90.030.B	Municipal Court proceedings	85.020
		Payment	40.240.B
		Performance	40.240.B
		Permits	75.010
		Public official	90.040
		Savings	30.140.A
		Specimen	30.070.B

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Boundary Maps	40.180	Business	
Alcohol beverage licensing	75.020.A	Economic development incentive	65.040.A
Annexations	65.010	Historical records	50.030
Cemetery	10.020	Licensing	75.020
Ward	15.110	Medical marijuana	75.020.D
Bridge		Bylaws	
Inspections	60.050.B	Appointed entities	20.030
Inventory	60.050.B	Governing body	45.030
Maintenance	60.050.B		
Projects	40.240.A	-C-	
Brochures	40.260		
Budget		Cable Television Service	
Adoption	30.080	Encroachments	75.020.G
Committee	45.040	Franchises	30.110
Document, final version	30.080.A	Cafeteria Benefits	90.070
Revisions	30.080.A	CAFR	30.040.A
Strategy team	40.080	Calendars	40.050
Work records	30.080.B	Call Sheets	
Building		Ambulance	100.010.B
Activity reports		Fire	100.050.G
Board of Adjustment	05.040, Schedule 20	Rescues	100.050.G
Board of Appeals	05.040, Schedule 20	Campaign Reports	
Certificate of occupancy	05.050	Candidate affidavits	15.040.A
Codes	40.070.A	Committee statements	15.040.A
abatement, enforcement	85.030.B	Contribution, expenditure reports	15.040.A
violation	05.040	Independent expenditures	15.040.B
Damage	95.050.C	Issues committee	15.040.C
Historic	50.040	Candidate	
Inspection	05.070.A	Affidavits	15.040.A
Materials – alternative	05.040	Committees	05.040.A
Nonresidential drawings	05.060.A	Nomination	15.120
Permits	05.030	Capital Improvement Projects	40.240.A
applications	05.020	Reports	40.330
issued	05.020.A	Carnival License	75.020.C
not issued	05.020.B	Cartographic Records	40.180
fee collection	30.020	Case	
ledgers	05.080	Files	
registers	05.080	Building Review Board	05.040
Plans	05.060	court	85.030
public	05.060.A	hazardous material incident	100.060.A
Projects	40.240.A	police	100.080.B
Records – general	Schedule 05	Indexes	85.090.A
Regulations	40.310	Registers	85.090.A
Residential drawings	05.060.B	Cash Books	30.020
Review Board case files	05.040	Cemetery	10.030
Safety, health, environmental inspections	95.050.D	Cash Donor Records for Municipal Use	40.105
Security	105.020	Cash Register Validation Tape	30.020
Standards	05.070.A	Catalogs	
Structure inspection	05.070.A	Library	70.010.A
Unsafe	05.070.D	Trade	Appendix A
Violations	05.040	Vendor	40.280
Burials	10.010	CCIC Teletypes	100.080.M
Burning Permits	75.020.F	CDBG	30.120.B
Bus Service	60.060.C		
Route maps	60.060.C		

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CDOT – See <i>State – Highway Department</i>		Chemical	
Celebrations	40.110	Applications	95.050.A
Cell Phones – See <i>Communication Systems</i>		Blood testing reports	100.080.E
Cemetery	Schedule 10	Exposure	90.110.B
Chemical application	95.050.A	Inventory forms	25.040
Contractor license	75.020.C	Material safety data sheets	25.020
Rules and regulations	40.310	Testing, aquatic facilities	95.050.B
Vandalism	95.050.C	Childcare Facility Licensing	75.030.A
Census	65.020	Christmas Lighting	40.110
Data	65.020.A	Chronological Reading Files	40.100.B
Reports	65.020.B	Circus License	75.020.C
Ceremonies	40.250.C	Citizenship Verification	90.120
Proclamations	45.130	City Council	Schedule 45
Certificates		Civil	
Death	10.010	Actions	80.040
Election judges	15.190.C	Defense	100.040.A
License issuance	75.020.C	Claim	80.010
Money market	30.140.A	Employee insurance	90.030.C
Of deposit	30.140.A	Insurance	105.010.B
Of insurance	105.010.A	Medical records	80.010.B
project files	40.240	Notifications	80.010.A
Of occupancy	05.050	Reports	105.010.B
fire code official approval	100.050.C	Clerical Manuals – Routine	40.220.A
Retention schedule compliance	40.300	COBRA Compliance	90.070
Signature – Councilmembers	45.080.B	Code	
Vehicle registration	35.010	Adopted by reference	40.070.A
Water stock	60.100.H	Books	40.070.B
Zoning	65.080	Building – compliance	05.040
Certifications		Enforcement	
Ballots	15.060.B	municipal court	85.030.B
Election	15.190	police	100.080.B
EMT	90.070	International	40.070.A
FCRA	90.130.E	Supplements	40.070.B
Petition	15.150	Uniform	40.070.A
Sludge	30.090.J	Codification of Ordinances	40.070.B
Street system	60.050.I	Collected Materials	70-020
Certified		Deaccession, removal	70-020
Bond issue proceedings	30.070.B	Collective Bargaining	90.050
Mail – return receipts	40.170.B	Colorado Department of Public Health and Environment	
Change Orders	40.240.A	Hazardous waste shipment, disposal	25.020.C
Charge Slips	30.010.A	S.A.R.A. Tier II, submitting facility	25.040
Charity Fund Drives	40.140	Storage tanks	25.050
Charter	40.060	Colorado Department of Transportation – See <i>State – Highway Department</i>	
Initiative petition	15.150.B	Commendations	90.070
Proceedings	40.060.A	Commercial	
Published	40.060.B	Building plans	05.060.A
Charts	40.180	Driver's license	90.110.A
Checks		Commissions	Schedule 20
Cancelled	30.050.A	Committees	
Duplicate copies	30.050.A	Candidate	05.040.A
Register	30.010.A	Employee safety	40.080
Stubs	30.050.A		
Voided	30.050.A		

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Committees (Cont'd)		Concealed Weapons Permits	75.020.F
Governing body	45.040	Conceptual Review	65.030
Internal		Concession Agreements, Contracts	40.230.A
ongoing	40.080.A	Condemnations	95.010
special	40.080.B	Conditional Uses	65.030
Issues	15.040.C	Confined Space Entry Permits	75.020.H
Communication		Confiscated Property	30.030.B
Access control and security records	55.010A	Conflict of Interest Disclosure Statements	45.080.A
Computer audit reports	55.010B	Connections – Utility	60.080
Computer backup records	55.010C	Disconnections	60.080
Computer hardware and software documentation	55.010D	Conservation – Water	60.080.F
Computer system maintenance records	55.010E	Construction	
Computer system program records	55.010F	Capital projects	40.240.A
Computer system test records	55.010G	Certificate of occupancy	05.050
Encroachments	75.020.G	Document review by fire code official	100.050.D
Legal	80.030	Drawings and plans	
Network and fiber optics record	55.010H	nonresidential	05.060.A
Project	55.060	residential	05.060.B
implemented systems	55.060.A	Methods – alternative	05.040
systems not implemented	55.060.B	Projects	40.240.A
System usage records	55.010I	Standards	40.310
Systems records	55.010	Zone	60.050.K
franchises	30.110	Consumer	
Systems, user data	55.010J	Confidence report	60.090.B
Tower		Reports, employee	90.130.E
permits	75.020.F	Contamination, Toxic Site	25.060
Community		Contested Elections	Schedule 15
Development block grant	3.120.B	Contractor's Licenses	75.020.B
Events	40.110	Cemetery	75.020.C
General – significant early	50.030	Sign	75.020.C
Groups – early	50.030	Contracts	40.030
Histories	50.020	Capital project	40.240.A
Opinion surveys	40.340	Collective bargaining	90.050
Police relations	100.080.C	Employment	90.020
Compensation Plans	90.140.B	Short-term	40.230.A
Complaints	40.090	Contribution and Expenditure Reports	15.040.A
Elections	15.050	Controlled Substance Test Results, CDLs	90.110.A
Compliance		Coordinated Election	
Affirmative action	90.010	Abstracts of votes	15.060.A
Building code	05.040	Ballot certifications	15.060.B
Certificates – records destruction	40.300	Copies – "Read Only"	40.100.C
COBRA	90.070	Copper Content – Drinking Water	60.090.A
Drinking water	60.090.C	Copyright Records	40.150
EEOC	90.010		
FMLA	90.110.B		
New hire reporting	90.170		
OSHA	90.110.B		
Computer			
Disaster preparedness, recovery plans	55.030		
Output – preliminary verification	40.350		
Preliminary working material	40.350		

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Correspondence	40.100	Deannexation Election Petitions	15.150
Attorney	40.100	Death Cases	100.080.A, .B
Routine	40.100.B	Death Certificates	10.010
Council	Schedule 45	Deceased Persons Books	10.010
Councilmember files	45.080.B	Decrees, Water	60.100.F
County		Dedications	
Maps	40.190	Property acquisition	95.020
Treasurer's reports	30.190.E	Water rights	60.100.A
Court	Schedule 85	Deductions	
Proceedings	80.040	Credit union	90.140.A
recordings	85.080	Payroll	90.140.A
Rulings – appeals to higher court	85.010	Deeds	
Water	60.100.A	Cemetery	10.020
Crane Work – Public Way	75.020.G	Property acquisition	95.020
Credit		Defective Ballots	15.030.A
Card		Deferred	
records of cards held	30.010.B	Compensation plans	90.030.A
statements	30.010.A	Sentence index	85.090.B
Reporting agencies	90.130.E	Delinquent Sales/Use Tax Notices	30.190.E
Union payroll deductions	90.140.A	Demolition	
Crime Lab		Capital projects	40.240.A
Logs	100.080.D	Permits	05.030
Reports	100.080.D	Work in public way	75.020.G
Request forms	100.080.D	Demonstrations – Traffic Impact	60.050.C
Vehicle hold/release sheets	100.080.D	Demotions	90.070
Crime Stoppers	100.080.B	Deposit	
Criminal Case Files	80.020	Pass book	30.050.B
Criminal History		Receipts – meters	30.210.B
Check log sheets	100.080.L	Security – utility service	30.210.A
Childcare facility licensing	75.030.A	Slips	30.050.A
Critical Incident Report – Childcare Facility	75.030.A	Depreciation – Asset Inventory	30.030.D
Cross-Connection Control	60.080.A	Descriptions – Job	90.130.F
Crosswalks	60.050.K	Design	
Cultural Materials	70.020	Capital projects	40.240.A
Cultural Programs	40.230	Drawings	40.180
Custodial Service Requests	40.140	Destruction of Records	Appendix E
-D-		Development	65.030
Daily Reports	40.290.B	Proposals – not approved	65.030
Damage		Review	65.030
Assessment – major disaster	100.040.B	Vested rights	65.030
Property	95.050.C	Digital Images of Historic Value	50.060
Dams		Direct Deposit Reports	90.140.C
Monitoring, inspection	60.100.B	Directives	40.220
Projects	40.240.A	Disability Payments, Form 1099R	30.200.B
Dance Hall License	75.020.C	Disaster	
Data Maps (ESI)	55.050	Disaster preparedness and recovery plans (IT)	55.030
		Declaration	100.040.B
		Emergency operations	100.040.A
		Incidents	100.040.B
		Information technology (IT)	55.030

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Disaster (Cont'd)		Drawings (Cont'd)	
Major	100.040.B	Construction	
Preparedness	55.030	nonresidential	05.060.A
Recovery		residential	05.060.B
plan – IT	55.030	General	40.180
preservation of records	Appendix G	Historic property	50.040
Response planning	100.040.A	Parks	95.060
Warning systems	35.010	Stormwater basin	60.040.A
tests	100.040.A	Drilling Structures	25.010
Discharge Permits – Wastewater	60.090.D	Drinking Water – See <i>Water and Sewer System</i>	
Disciplinary Actions	90.070	Driver Vehicle Inspection Reports	35.030.A
Internal affairs investigations	100.080.J	Driver's License	
Disclosure Statements		Commercial	90.110.A
Conflict of interest	45.080.A	Verification	90.060
Financial	45.080.C	Drug Tests	
Disconnection – Utilities	60.080	CDL	90.110.A
Dispatch		Post-accident	90.110.B
Electric service	60.010.B	Random	90.110.B
Logs	100.080.L	DUI Log	100.080.L
Recordings	100.030.A	Dump Tickets	60.030.A
Disposition of Property	30.030.B	Duplicate Copies	
Distribution Lists	40.170.B	Administrative	xv
District		Convenience	xv
Boundary maps – election	15.110		
Election	15.110	-E-	
Fire protection	40.320	Easement	
Historic	50.040	Abandonment	60.070
Improvement	30.130	Access	95.030.B
Library	40.320	Construction	95.030.B
Museum	40.320	Permanent	95.030.A
Recreation	40.320	Temporary	95.030.A
Special	40.320	Vacation	60.070
Zoning map	40.180	Economic Development	65.040
Ditch	60.100.C	Incentives	65.040.A
DNA Test Results	100.080.E	Policies	40.220.B
Docket Sheets	85.040	EEOC Compliance	90.010
Older than 1920	85.040	Election	Schedule 15
Documentation – General	40.100	Absentee voter	15.010
Routine – Court	40.100.B	Abstract	15.060.A
Donation – Museum	70.020	official	15.190.A
Donor Records	40.105	Accounting form	15.170
Downtown Redevelopment Projects	40.240.A	Ballot issue comments	15.020
Drafts	40.100.C	Ballots	15.030.A
General	40.350	sample	15.030.B
Preliminary	Appendix A	Campaign reports	15.040
Drainage		Certification	15.190
Histories – streets	60.050.H	Complaints	15.050
Improvements	40.240.A	Contested	Schedule 15
System	60.040	Coordinated	15.060
Drawings		Equipment records	15.070
"As-Built"		Help America Vote Act	15.050
construction	05.060	History files	15.080
electric service	60.010.D		
facilities	40.180		

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Election (Cont'd)		E-Mail Messages – See <i>Electronic Mail</i>	
Judges	15.090	Emergency	
absentee ballot receipts	15.010	Dispatch calls	100.030.A
acceptance to serve	15.090.A	Incidents	100.040.B
appointment records	15.090.A	response plan	100.040.A
expense statements	15.090.B	IT contact lists, procedures	55.030
instructions	15.090.C	Management plan	100.040.A
oaths	15.090.A	9-1-1	100.030.B
polling records	15.160	dispatch calls	100.030.A
Mail ballot	15.100	Notification forms	90.070
Maps	15.110	Operations	100.040.A
Nominations	15.120	electric service plans	60.010.I
Notices		major	100.040.B
duplicate copy	15.130.A	Planning	100.040.A
master copy	15.130.B	Reverse 9-1-1 system	100.030.B
working copy	15.130.A	S.A.R.A. Tier II	25.040
Oaths and affidavits	15.140	Eminent Domain	95.010
Petitions	15.150	Emission Inspections	25.050
annexation	65.010	Employee	
Polling	15.160	Active	90.070
Surveillance recordings	15.180	Benefits	90.030
Tabulation	15.190	cafeteria, flex	90.070
Unofficial results	15.190.C	Driver's license verification	90.060
Workers	15.140	Insurance claims	90.030.C
Electric Service	60.010	Insurance plans	90.070
Billing	30.210	Loans by municipality	30.160.A
Critical asset	60.010.A	Medical	90.110.B
Dispatch	60.010.B	New hire reporting compliance	90.170
Distribution	60.010.J	Polygraph	90.160
Energy efficiency program	60.010.C	Pre-employment physicals	90.110.B
Engineering	60.010.D	Random drug tests	90.110.B
Franchise	30.110	Safety training tests	90.110.D
Maintenance work order	60.010.E	Seasonal	90.080
Meters	30.210.B	Shift schedules	90.210
OASIS	60.010.F	Temporary	90.080
Open access same-time information system	60.010.F	Terminated	90.070
Operating procedures	60.010.B	Training	90.180
Power system accounting and billing	60.010.F	Verifications	90.090
Production	60.010.G	Volunteer	90.200
Rate schedule	30.210.C	Work schedules	90.210
Regulatory	60.010.H	Workers' Compensation Cases	90.110.B
SCADA	60.010.F	Employment	
Scheduling	60.010.B	Affirmative action	90.010
Surplus sales	60.010.F	Agreements	90.020
System control and data acquisition	60.010.F	Applications	90.130.B
System planning	60.010.I	Contracts	90.020
Transmission	60.010.J	Eligibility verification form I-9	90.120
Electrical Code	40.070.A	Fair Credit Reporting Act	90.130.E
Electronic		Interviewing procedure	90.130.G
Mail		Pre-employment physical	90.110.B
routine	40.100.B	Reasonable accommodations request	90.010.C
Electronically Stored Information (ESI) Data Maps	55.050	Recruitment procedure	90.130.G
Elevations – Benchmarks	60.050.H	Verifications	90.090
Elevators	35.010	EMT Certification	90.070
		Encroachment Permits	75.020.G

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Utility lines	75.020.G	Exhibits Referenced in Minutes	
Energy Efficiency Program	60.010.C	Appointed entities	20.060
Development	40.230.E	Governing body	45.080
Engineering		Exit Logs	105.020.A
Capital projects	40.240.A	Expenditure Reports	
Drawings	40.180	Campaigns	15.040.A
Electric service	60.010.D	Independent	15.040.B
Street	60.050.H	Expenses	
Enterprise		Election judges	15.090.B
Board	45.060	Employees	30.010.A
Zone	65.040.B	Explosives Permits	75.020.F
Entertainment		Expungement	100.080.A
Agreements, contracts	40.230.A	External Groups and Agencies	40.120
Licensing	75.020.C		
Entities Appointed by Municipality	Schedule 20		
Entry Logs	105.020.A	-F-	
Envelope	40.170.A		
Absentee ballot return	15.010	Facility	
Environmental Impact, Annexation	65.010	Capital projects	40.240.A
Environmental Records	Schedule 25	Use	40.230.B
Equal Employment Opportunity (EEO)	90.010	permits	75.020.F
Equipment	Schedule 35	Facsimile Transmissions	40.100
Crime lab	100.080.D	Logs	40.140
Election	15.070	Fair Campaign Practices Reports	15.040.A
Electric history	60.010.J	Fair Credit Reporting Act	90.130.E
General	35.010	Fairs	40.110
Escrow Accounts	30.100	False Alarms	100.080.F
ESI Data Maps	55.050	Family and Medical Leave Act	90.110.B
Ethics Committee	45.040	FCRA, Employee hiring	90.130.E
Evaluations	90.070	Federal	
Events	40.110	Bills – proposed	40.160
Short-term agreements, contracts	40.230.A	lobbying	40.250.A
Traffic impacts	60.050.C	Revenue sharing	65020
Evidence		Fee	
Audits	100.080.E	Cash books, receipts, reports	30.020
Court – appeal	85.050	Collection	30.020
Handling	100.080.E	Impact	30.020
Logs	100.080.E	Schedules	30.090
Physical – not covered by Schedule	100.080.E	Feedlots	25.010
Property reports	100.080.E	Felony	
Release	100.080.E	Arrests	100.080.A
Storage	100.080.E	Cases	100.080.B
Tags	100.080.E	FEMA Flood Insurance Rate Map	60.040.A
Examinations		Fence	
Employment	90.130.D	Damage	95.050.C
Polygraph – employment	90.130.B	Permits	75.020.F
Excavation Permits	75.020.F	Fertilizer Use	95.050.A
Executive Session Recordings		Festivals	40.110
Appointed entities	20.100.A		
Governing body	45.140.A		
Exempt Employees	90.140.A		

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<i>Records</i>	<i>Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records</i>	<i>Descriptions</i>	<i>Schedule/Item No.</i>
FICA Reports – Quarterly		90.140.E	Fire Department (Cont'd)		
Field			Statistical records		100.050.F
Contact reports – police		100.080.G	Firearms		
Purchase orders		30.170.A	Authorization to carry		100.080.BB
Survey notes		40.180	Maintenance		100.080.BB
Final Disposition – Cemetery		10.010	Qualification		100.080.BB
Finance Committee		45.040	Unrecovered		100.080.B
Financial		Schedule 30	Fireworks Permits		75.020.F
Annexation impact		65.010	Fixed Assets		30.030.A
Cemetery		10.030	Fleet		Schedule 35
Disclosure statements		45.080.C	Flood Control District		40.320
Finding Aids			Flood Insurance Rate Maps		60.040.A
Library catalogs		70.010.A	Flooding		60.040.A
Maps and drawings		40.180	General		60.040.A
Records		40.270	Histories		60.040.A
Findings by Appointed Entities		20.090	Floodplains		
Fingerprint Cards and Files		100.080.B	Basins		60.040.A
Fire			General		60.040.A
Administrative applications		100.050.A	Floodways		60.040.A
Alarm permits		75.020.F	FMLA Compliance		90.110.B
Alarm system approval		100.050.C	Foreclosure		30.060
Apparatus inspection		100.050.B	Forgery Cases		100.080.A, .B
Arson			Forms – Blank		40.130
incident – with or without fatality		100.050.H	Foundation Order Books		10.010
intelligence files		100.050.J	Fountain Chemical Testing, Treatment		95.050.B
Call sheets		100.050.G	Fourth of July Celebration		40.110
Code		40.070.A	Franchises		30.110
abatement, enforcement		85.030.B	Frequently Asked Questions		Appendix F
Board of Appeals		05.040	Fuel		
Detection system approval		100.050.C	Oil storage		25.050
Dispatch calls		100.030.A	Usage, records		35.020
District		40.320	Funds		
Equipment		35.010	Appropriation by ordinance		45.120
Hydrants		100.050.F	Bank statements		30.050.B
Incident case files		100.050.H	Investment		30.140.B
Inspections		100.050.I	Ledger		30.150.A
apparatus		100.050.B	Petty cash		30.010.D
Investigations		100.050.H	Seizure		100.080.S
Protection		100.050	Transaction activity		30.050
districts		40.320			
Pumper tests		100.050.B			
Records		100.050.F			
Run sheets		100.050.G			
Service requests		100.050.K			
Smoke detector system approval		100.050.C			
Suppression		100.050.H			
Fire Department					
Approval records		100.050.C			
Dispatch calls		100.030.A			
Fire records		100.050.F			
Inspection records		100.050.I			
Radio transmissions		100.030.A			
S.A.R.A. Tier II reports		100.060.B			
submitting facility		25.040			

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<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Gasoline Storage Tanks	25.050	Hazardous Materials (Cont'd)	
General		Spills	100.060.A
Documentation	40.100	Transport records	25.020
Improvement District Board	45.060	analysis	25.020.D
Ledger	30.150.A	disposal manifest	25.020.A
Orders – police	100.080.H	inspections	25.020.B
Generator Equipment	35.010	reports	25.020.C
Geothermal System Franchise	30.110	test results	25.020.D
Gift Register – Library	70.010.B	Underground storage tanks	25.050
Glossary	Appendix B	Waste storage	25.020
Goals		analysis	25.020.D
Appointed entities	20.040	disposal manifest	25.020.A
Governing body	45.050	inspections	25.020.B
Golf Course		reports	25.020.C
Chemical application	95.050.A	test results	25.020.D
Inspections	95.050.D	Health	
Governing Body	Schedule 45	Insurance – employees	90.030.B
As other decision-making body	45.060	Personnel: Medical, and Safety Records; Amended	90.110
Committees	45.040	Heating Systems	35.010
Members	45.080	Help America Vote Act Complaints	15.050
Grades – Street	60.050.H	Herbicide Use	95.050.A
Grant	30.120	HIPAA Release of Information Authorization	90.110.C
Audit	30.040	Historic Preservation	Schedule 50
From municipality	30.120.A	Events	40.100.A
To municipality	30.120.B	Historical	
Grass Control	65.070.B	District surveys	50.040
Gravel Pit Reclamation	25.010	Material	40.260
Grievances	90.100	archeological sites	50.010
Groups – External	40.120	collections	70.020
Guarantees – Financial	30.100	removal	70.020
		older than 1900	50.070
		photographic	50.060
		Sites	50.010
		Society	40.120
		Structure surveys	50.040
		Histories	
		Community	50.020
		Drainage	60.050.H
		Elections	15.080
		Electric equipment	60.010.I
		Municipal	50.020
		Parks	95.060
		Holiday Display Lighting	40.110
		Home Occupations	
		Licenses	75.020.C
		Permits	75.020.F
		Home Rule Status	40.210
		Homicides	100.080.A, .B
		Honors	40.040
		Hot Tubs – Chemical Testing, Treatment	95.050.B
		Hot Work Permits	75.020.H

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<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
House		Information Technology	Schedule 55
Moving		Infrastructure	Schedule 60
license	75.020.C	Initiative Petitions	15.150.B
permit	75.020.F	Injury Reports	40.230.G
Number assignments	60.050.F	Workers' compensation	90.220
Housekeeping Files	40.140	Inlet Inspections	05.070.A
Housing		INS Form I-9	90.120
Assistance grants	30.120.B	Inspection	
Authority	Schedule 20	Breathing apparatus	100.050.B
governing body as	45.060	Building	05.070.A
Rehabilitation projects	40.240.A	Childcare facility	75.030.A
grants	30.120.B	Driver vehicle	35.030.A
How to Use Schedule	xv	Equipment	35.010
Humane Society	40.120	Fire apparatus	100.050.B
HVAC Systems	35.010	Fire Department	100.050.I
		Hazardous waste storage, transport	25.020.B
-I-		Mobile home	05.070.C
		Municipal property	95.050.D
I-9 Forms	90.120	Sand traps	60.090.F
ICE – See <i>Immigration and Customs Enforcement</i>		Storage tanks	25.050
Immigration and Customs Enforcement Reports on		Structure	05.070.A
Alien Verification	100.070.B	Trailer	05.070.C
Immigration Status Reporting	100.070	Unsafe buildings	05.070.D
Impact Fees – Collection	30.020	Vehicles	35.030.B
Impoundment		Water storage	60.080
Animals	100.020	Instructional Materials – Published	40.260
Vehicles	100.080.X	Instructions	
Improvement Districts	30.130	Election judges	15.090.C
Incentives – Economic Development	65.040.A	Procedures and policies	40.220.B
Incidents		Insufficient Petitions	
Fire	100.050.H	Annexation, deannexation	15.150.A
Hazardous materials	100.060.A	Initiative	15.150.B
Major disaster	100.040.B	Recall	15.150.C
Reports	40.230.D	Referendum	15.150.D
Rescue	100.050.H	Insurance	
Incorporation – Municipality	40.210	Certificates	105.010.A
Independent Expenditure Reports	15.040.B	Claims	105.010.B
Indexes		Contract – Form 1099R	30.200.B
Cemetery	10.010	Employee	90.030.A
Court	85.090	active records	90.070
Records	40.270	claim records	90.030.C
Individual Retirement Accounts (IRAs)	90.030.A	termination records	90.070
Reports of distribution	30.200.B	Policies	105.010.C
Industrial		Storage tanks	25.050
Building plans	05.060.A	Title	95.010
Contamination	25.010	Unemployment	90.190
Development revenue bonds	30.070.A	Workers' compensation	90.220
Pretreatment permits	60.090.E	Intellectual Property	40.150
Information		Intelligence Files	
Police – release	100.080.Q	Arson	100.050.J
Requests – routine	40.090	Police	100.080.I
		Intergovernmental Agreements	40.030
		Interlibrary Loan	70.010.C
		Interments	10.010

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<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Internal Affairs Investigations	100.080.J	Jury	
International Codes Adoption	40.070.A	Instructions	85.060
Intersections – Engineering	60.050.H	Panel lists	85.060
Interviewing Procedures	90.130.G	Rosters	85.060
Intranet records	55.080	Selection, oversight	85.060
Access reports and use tracking	55.080.A	Summonses	85.060
Development and evolution records	55.080.B	Juvenile Offenders	100.080.A
Page design records	55.080.C		
Inurnments	10.010	-K-	
Inventories		K-9 Training	100.080.V
Assets	30.030.C	Kidnapping Cases	100.080.A, .B
Bridges	60.050.B		
Building	30.030.C	-L-	
Equipment	30.030.C	Lakes	
Furniture	30.030.C	Boat permits	75.020.F
Merchandise for sale	30.030.C	Projects	40.240.A
Property	30.030.C	Land Use	Schedule 65
Real estate	30.030.C	Code violations	65.070.A
Vehicles	30.030.C	Landfill	
Investigations		Locations	60.030.B
Fire	100.050.H	Monitoring	25.010
Hazardous materials	100.060.A	Landmark Designations	50.040
Internal affairs	100.080.J	Lawsuits	80.040
Public safety applicants, not hired	90.130.C	Potential – claims	80.010.A
Investments	30.140	medical records	80.010.B
Policies	40.220	Layoffs	90.070
Reports	30.140.B	Lead	
Invoices		Content – drinking water	60.090.A
Accounts payable	30.010.A	Exposure	90.110.B
Issued by municipality	30.020	Leaflets	40.260
Irrigation Companies	60.100.C	Lease Agreements	40.030
Issues Committees	15.040.C	Leases	95.040
-J-		Leave	90.140.D
Job		FMLA Compliance	90.110.B
Advertisements	90.130.A	Ledgers	
Applications	90.130.B	Bond issue	30.070.D
Descriptions	90.130.F	Building permit	05.080
Examinations	90.130.D	Cemetery	10.030
Recruitment	90.130	Financial	30.150.A
Specifications	90.130.F	General	30.150.A
Journals		Journal entries	30.150.B
Accounts receivable	30.020	Payroll	90.140.G
Entries	30.150.B	Subsidiary financial	30.150.C
Financial	30.150	Legal	
Subsidiary financial	30.150.C	Communications	80.030
Transaction – sales and use tax	30.190.E	enduring, long-term	80.030.A
Utility billing	30.020	routine	80.030.B
Judges		Counsel	Schedule 80
Election	15.090	Publications	40.020
Municipal Court	90.070	Research files	80.040
Junk	65.070.B		

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<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Legislation		Liens	30.100
External	40.160	Light Rail Services	60.060.C
Lobbying	40.250.A	Lighting	
Letters of Credit	30.100	Holiday display	40.110
Liability Waivers	40.230.C	Medical marijuana	75.020.D
Library	Schedule 70	Limousine Driver Licenses	75.020.C
Districts	40.320	Liquor Licenses	75.020.A
Material	Appendix A	Lists	
Licenses	Schedule 75	Absentee voter	15.010
Alcohol beverage	75.020.A	Active licenses or permits	75.040
renewal	75.020.A	Assets	30.030
Ambulance	100.010	Contact	75.040
Amusement devices	75.020.C	Distribution	40.170.B
Animals	75.020.C	Governing body members	45.070
Auctioneers	75.020.C	Jury panel	85.060
Beer	75.020.A	License holders	75.040
Bicycles	75.020.C	Mailing	40.170.B
Carnivals	75.020.C	Mayors	45.070
Cemetery contractors	75.020.C	Members of appointed entities	20.050
Certificates	75.020.C	Permit holders	75.040
Childcare facility	75.030.A	Polls	15.160.B
Circuses	75.020.C	Records	40.270
Contact list	75.040	State bid	30.170.C
Contractor's	75.020.B	Vendors	30.170.C
Dance halls	75.020.C	Litigation	Schedule 80
Home occupations	75.020.C	Pending	xiii
House movers	75.020.C	Loans	
Issued by municipality	75.020.C	By municipality	30.160.A
Issued to municipality	75.030	Employee, other purposes	30.160.A
capital projects	40.240.A	To municipality	30.160.B
state sales tax	75.030.B	Lobbying – Legislative	40.250.A
Limousine drivers	75.020.C	Lobbyist Registrations	40.250.A
Liquor	75.020.A	Local History Collections	70.020
List	75.040	Locates – Utility Line	60.020
Massage therapists	75.020.C	Logo – Municipal	40.150
Medical marijuana	75.020.D	Logs	
Oil and gas well drilling	75.020.C	Electric substation, transmission lines	60.010.I
Pawnbrokers	75.020.E	Facsimile transmissions	40.140
Peddlers	75.020.C	Licenses and permits	75.040
Pest control	75.020.C	Police	100.080.L
Places of entertainment	75.020.C	Telephone	40.140
Refuse haulers	75.020.C	Long-Range Planning Surveys	40.340
Sales tax	30.190.E	Lots – Cemetery	10.010
SAVE Program verification	100.070.B	Ownership	10.010, 10.030
Secondhand dealers	75.020.C	Sale	10.030
Security guards	75.020.C		
Sexually oriented businesses	75.020.C		
Shooting galleries	75.020.C		
Sign contractors	75.020.C		
Slaughterhouses	75.020.C		
Taxi drivers	75.020.C		
Theaters	75.020.C		
Tree trimming	75.020.C		
Vendors	75.020.C		
Lie Detector Tests	100.080.B, .E		

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<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Mailing		Mediator, Arbitrator Records	90.050
Lists	40.170.B	Medical Marijuana Licensing	75.020.D
Records	40.170.B	Medical Records	
Undeliverable	40.170.D	Employees	90.110.B
Maintenance		Personal injury claims	80.010.B
Equipment	35.010	Meeting	
Municipal property	95.050.D	Clerk's Notes – governing body	45.100
Valves – water and sewer	60.080.D	Minutes	20.060
Vehicles	35.030	appointed entities	20.050
Work orders – electric	60.010.E	Notices	
Manuals		appointed entities	20.070
Clerical – routine	40.220.A	governing body	45.110
Equipment	35.010	Notification lists	40.170.C
General	40.220	Recordings	
Instruction	40.220	appointed entities	20.100
Operating	35.010	governing body	45.140
Operations	40.220	Members	
Personnel policy	40.220.B	Appointed entities list	20.050
Policies and procedures	40.220.B	Governing body	45.080
Safety	90.110.D	lists	45.070
Vehicles	35.010	Memoranda – Routine	40.100.B
Maps		Memorandum of Understanding	40.030
Annexation	65.010	Merit Systems	90.140.A
Boundary	40.180	Meter	
alcoholic beverage license	75.020.A	Books	30.210.B
Cemetery	10.020	Locations	30.210.B
Data	55.050	Metropolitan Districts	40.320
Election	15.110	Microfilm Preservation	Appendix G
Electric service	60.010.D	Mileage Reimbursements	30.010.A
Electronically stored information data (ESI)	55.050	Military Leave	90.130.D
Flood insurance rate	60.040.A	Mined Land Reclamation	25.010
General	40.180	Minor Subdivisions	65.030
Informational	40.190	Minutes	
Topographical	40.180	Appointed entities	20.060
Transportation routes	60.060.C	Boards and commissions	20.060
Work in public way	75.020.G	Governing body	45.080
Zoning	65.080	Misdemeanor	
district	40.180	Arrests	100.080.A
Massage Therapist License	75.020.C	Case Files	85.030.C, 100.080.B
Master Plans	65.030	Missing Persons Cases	100.080.B
Material Donor Records for Municipal Use	40.105	Mobile Home	
Material Safety Data Sheets	25.030	Inspection reports	05.070.C
Mausoleums – Ownership	10.020	Standards	40.130
Mayor Lists	45.070	Money Market Certificates	30.140.A
Measuring devices	35.010	Monthly Register – Court	85.090.D
Mechanical		Monthly Reports	40.290.C
Code	40.070.A	Revenue distribution	30.190.A
Systems	35.010	Monumentation	60.050.H
Media		Mortgage Interest Statements, Form 1098	30.200.A
Digital Storage, No Longer Accepted	Appendix G	Mosquito Control Program	25.010
Guidelines for Preservation of Records	Appendix G		
Microfilm will be Required Storage	Appendix G		
Secure Offsite Storage, Recommended	Appendix G		
Storage	xiii		

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<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Motion Pictures		Notes (Cont'd)	
Historic value	50.060	Taken at governing body meetings	45.100
Public relations	40.250.C	Transcribed	Appendix A
Motor Vehicle Sales Tax Receipts	30.190.E	Notices	
Motorcades – Traffic Impact	60.050.C	Ballot issue	
Mug Shots	100.080.B	duplicate copy	15.130.A
Municipal Court	Schedule 85	master copy	15.130.B
Municipal facilities security records	105.020	working copy	15.130.A
Municipal Services Surveys	40.340	Election	15.130
Municipality incorporation	40.210	Final settlement – projects	40.240.A
Museum		Meetings	
Accessions	70.020	appointed entities	20.070
Acquisition	70.020	governing body	45.110
District	40.320	To proceed	40.240.A
Donations	70.020	Water and sewer treatment	60.090
Material	Appendix A	Water use restrictions	60.080.F
Records	70.020	Notification Lists	40.170.C
Mutual Aid Agreements	40.030	Nuisance	
-N-		Abandoned vehicle	65.070.B
National Primary Drinking Water Consumer		Abatement	40.010
Confidence Reports	60.090.B	Enforcement	65.070.B
Natural Gas Service Franchises	30.110	Junk	65.070.B
NCIC		Overgrown grass	65.070.B
History check log	100.080.L	Trash	65.070.B
Teletypes	100.080.M	Weeds	65.070.B
Negatives – Evidence Photographs	100.080.B	-O-	
Negotiation Records	90.050	OASIS Electric Service	60.010.F
Neighborhood Watch Program	40.230.E	Oaths	
New Hire Reporting Compliance	90.170	Appointed officials	20.080
News		Election	15.140
Clippings	50.050	Election judges	15.090.A
Releases	40.250.B	Employees	90.070
Scrapbooks	50.080	Governing body	45.080.D
Newsletters	40.260	Objections	
Newspapers – Local	50.050	General	40.090
NIBRS Reports	100.080.W	Nominations	15.120.A
No Parking Zone	60.050.K	Occupation Taxes – Franchisees	30.110
Nominations	15.120	Occupational Safety and Health Act	90.110.B
Petitions	15.120.B	ODPs	65.030
objections	15.120.A	Offense Reports	100.080.B
successful, unsuccessful candidates	15.120.B	Office Equipment	35.010
Withdrawal	15.120.B	Oil and Gas Drilling License	75.020.C
Nonconforming Uses	65.030	Oil Drilling Monitoring and Review	25.010
Non-Records	Appendix A	Older Records	
Notes		Before 1900	50.070
Desk	40.100.C	Building permit registers – Before 1920	05.080
Rough	40.350	Court Dockets – Before 1920	85.040
Scheduling and planning	40.050	On-Line Payments	30.020
		Open Access Same-Time Information System	60.010.F
		Open Flame Work Permit	75.020.H

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<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Open Meeting Recordings		Register – year-end	90.140.G
Appointed entities	20.100.B	Reports	90.140.E
Governing body	45.140.B	Taxes	90.140.F
Open Records Requests	40.200	Peddler Licensing	75.020.C
Opinion surveys conducted by municipalities	40.340	Pension	
Ordinances	45.120	Actuarial reports	90.150.A
Affidavit of publication	40.020.A	Awarded	90.150.B
Codification of	40.070.B	Boards	Schedule 20
Enforcement	85.030.B	Files	90.150.B
Supporting documentation	45.120	Form 1099R	30.200.B
Zoning	65.080	Plans	90.030.A
Organization		employee records	90.070
Charts	40.210	Retirement files	90.150.B
External	40.120	Performance	
Files	40.210	Agreements, contracts	40.230.A
OSHA Compliance	90.110.B	Bonds	40.240.B
Overall Development Plans	65.030	Permits	Schedule 75
-P-		Aboveground storage tank	25.050
Pamphlets	40.260	Alarm system installation	75.020.F
Parade		Alcohol beverage	75.020
Permits	75.020.F	Assemblies	75.020.F
Traffic impacts	60.050.C	Banners	75.020.F
Paratransit Services	60.060.C	Barricade installation	75.020.G
Route maps	60.060.C	Billboards	75.020.F
Parking		Blasting in public way	75.020.G
Cases – municipal court	85.030.D	Boats	75.020.F
License plate recognition data	100.080.K	Building	05.030
Space assignments	40.140	Burial	10.010
Ticket receipts	30.020	Burning	75.020.F
Variances	65.060	Cemetery monument placement	75.020.F
Voided summonses	85.030.F	Communication tower	75.020.F
Zones	60.050.K	Communications in public way	75.020.G
Parks	95.060	Concealed weapons	75.020.F
Damage	95.050.C	Concrete construction	75.020.G
Inspections	95.050.D	Confined space entry	75.020.H
Projects	40.240.A	Contact list	75.040
Short-term rental agreements	40.230.A	Crane operation	75.020.G
Use permits	40.230.B	Demolition	05.030
Parole Card File	100.080.N	Discharge	60.090.D
Patients – Ambulance	100.010.B	Encroachment	75.020.G
Pawnbroker Licensing	75.020.E	Excavation	75.020.F
Pawned Items	75.020.E	in public way	75.020.G
Pay		Explosives	75.020.F
Basis of	90.140.A	Facility use	40.230.B, 75.020.F
Estimates – project	40.240.A	Fence installation	75.020.F
Plans	90.140.B	Fire alarm	75.020.F
Payment Bonds	40.240.B	Fireworks	75.020.F
Payroll		Flammable liquids storage or sale	75.020.F
Records	90.130	Gas and oil drilling structures	75.020.F
		Grading	75.020.F
		Guard dogs	75.020.F
		Heavy equipment moving	75.020.G
		Home occupation	75.020.F
		Hot work	75.020.H

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Permits (Cont'd)		Petitions (Cont'd)	
House moving	75.020.F	Nomination	15.120.B
Hunting	75.020.F	objections	15.120.A
Industrial pretreatment	60.090.E	successful, unsuccessful candidates	15.120.B
Issued to municipality	75.030	withdrawal	15.120.B
Landscaping	75.020.F	Nonbinding	40.090
List	75.040	Protest hearings	
Loudspeakers	75.020.F	initiative	15.150.B
Odor control	75.020.F	recall	15.150.C
Open flame work	75.020.H	referendum	15.150.D
Open flames in public places	75.020.F	Recall	15.150.C
Parades	75.020.F	Referendum	15.150.D
Park use	40.230.B	Rezoning	65.080
Parking	75.020.F	Zoning	65.080
Planting in right-of-way	75.020.F	Petty Cash	30.010.D
Project	40.240.A	Photographs	
Public way work	75.020.G	Evidence	100.080.E
Pyrotechnical displays	75.020.F	Fire, rescue case	100.050.H
Refuse burning	75.020.F	Historical	50.060
Registers	75.040	Major disaster incident	100.040.B
Remodeling, renovation	05.030	Parks	95.060
Sewer tap	60.080.C	Police	100.080.B
Signs	75.020.F	Scrapbooks	50.080
Sludge application	60.090.H	Photomaps	40.180
Special event and use	75.020.F	Physical Records – Employees	90.110.B
Spray booths	75.020.F	Physician's Report	10.010
Storage tanks	25.050	Picnic Shelter Rental	40.230.A
Tents or canopies	75.020.F	Pioneer Days Event	40.110
Tree removal	75.020.F	Planned Unit Developments	65.030
Tree trimming	75.020.F	Planning and Zoning Board	Schedule 20
Trespass on public right-of-way	75.020.G	Planning Records	Schedule 65
Underground storage tank	25.050	Plans	
Use	75.020.F	Affirmative action	90.010.A
Utilities in public way	75.020.G	Basin	40.330, 60.040.A
Water tap	60.080.C	stormwater basin	60.040.A
Watering	75.020.F	Benefit	90.030.A
Wells	60.100.J	Construction	05.060
Work in public way	75.020.G	Development	65.030
Permitted Uses	65.030	Disaster	100.040.A
Perpetual Care	10.030	Emergency	100.040.A
Personal Injury Claims	80.010.B	General	40.330
Personnel Policies	40.220.B	Master	65.030
Personnel Records	Schedule 90	Pension	90.030.A
Pest Control License	75.020.C	Site	65.030
Pesticide Use	95.050.A	Transportation system	40.330
Petitions		Plant Investment Fee Collection	30.020
Annexation	65.010	Plats	65.030
election	15.150.A	Cemetery	10.020
Certification	15.150	Development	40.180
Charter initiative	15.150.B	vacation of	65.030
Deannexation election	15.150.A	Playground Inspections	95.050.D
Initiative	15.150.B	Pleadings	80.040
Insufficient		Plumbing Code	40.070.A
annexation, deannexation	15.150.A		
initiative	15.150.B		
recall	15.150.C		
referendum	15.150.D		

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>	<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>
Police		Power Generators	35.010
Action reviews	100.080.J	Precedents	
Arrests	100.080.A	Legal	80.040
expungement	100.080.A	Set	40.100.A
Cases	100.080.B	Precinct Maps	15.110
Community relations	100.080.C	Predators, Sexually Violent	100.080.P
Crime lab	100.080.D	Preliminary Versions	40.350
Dispatch calls	100.030.A	Drafts	40.100.C
Evidence	100.080.E	Working material	40.350
False alarms	100.080.F	Preservation of Records, Guidelines for	Appendix G
Field contact reports	100.080.C	Press Releases	40.250.B
Firearms range scores	100.080.V	Printer Output – Preliminary Verification	40.350
General orders	100.080.H	Prisoner Transport Records	100.080.O
Grants	30.120.B	Probation Files	85.070
High-speed camera data	100.080.K	Procedures	40.220
Intelligence files	100.080.I	Building	40.220
Internal affairs	100.080.J	Cemetery	40.220
K-9 training	100.080.V	Fire	40.220
License plate recognition data	100.080.K	Interviewing	90.130.G
Logs	100.080.L	Personnel	40.220.B
Officer-involved accidents	100.080.J	Police	40.220
Radio transmissions	100.030.A	Recruitment	90.130.G
Teletypes	100.080.M	Safety	90.110
Training	100.080.V	Standard operating	40.220.B
Victim assistance	100.080.Y	Proclamations	45.130
Video and audio recordings		Professional Services Agreements	40.030
cases	100.080.B	Profit-Sharing Plans, Form 1099R	30.200.B
officer-carried systems	100.080.AA	Program	
secured facilities	100.080.Z	Development	40.230.E
vehicle recording systems	100.080.AA	Records	40.230
Policies	40.220	Use	40.230.B
Building	40.220	Projects	
Cemetery	40.220	See also Specific Types of Projects; i.e., <i>Dam</i>	40.240
Fire	40.220	Bonds	40.240.B
General	40.220.B	Capital	40.240.A
Insurance	105.010.C	Control files	40.240.C
Investment	40.220	Prominent Individuals	50.030
Personnel	40.220.B	Promissory Notes	30.100
Police	40.220	Promotions	90.070
Purchasing	40.220	Proof Roll Inspections	05.070.A
Risk management	40.220	Proofs of Publication	40.020
Safety	40.220	Property	Schedule 95
Poll		Acquisition	95.010
Books	15.160.A	Auctions	30.030.B
Lists	15.160.B	Disposal	30.030.B
Signature forms	15.160.D	Real estate transfer tax	30.190.D
Sites	15.160.C	Rights – vested	65.030
Pollution	25.010	Sale	95.010
Polygraph		Surplus	30.030.B
Exams, employment	90.130.B	Taxes	30.190.C
Workplace investigations	90.160	Transfer	95.010
Population		Unclaimed	30.030.B
Projections	65.020.A	Unlawful destruction	100.080.E
Statistics	65.020.A		
Studies	40.330		
Pothole Patrol Program	40.230.E		
Power — See <i>Electric System</i>			

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Proposals – Bids	30.170.B	Real Estate Transfer Tax	30.190.D
Protests – Petitions	15.150	Real Property – See <i>Property</i>	
Provisional Ballots	15.030.A	Rebate Program	30.180
Oath	15.140	Alien verification (SAVE)	100.070.B
Public		Recall Petitions	15.150.C
Area recordings and images	105.020.B	Receipts	
Buildings – construction drawings	05.060.A	Building permit fees	30.020
Improvement Loans	30.160.B	Cemetery	10.030
Officials bonds	90.040	Election materials	15.170
Relations	40.250	Fees paid	30.020
Safety	Schedule 100	General	30.020
Utilities Commission licenses	60.060.C	Meter deposit	30.210.B
Works projects	40.240.A	Reciprocal Borrowing Sheets	70.010.C
Publications		Reclamation	
Charter	40.060.B	Gravel pit	25.010
General	40.260	Mined land	25.010
Legal	40.020	Recognition, Volunteers	90.200
Ordinance affidavit	40.020.A	Recommendations to Governing Body by appointed entities	20.090
Other agencies	Appendix A	Reconciliations	30.050.B
Outdated, superseded	Appendix A	Record Copy	xv
Proof of	40.020	Recordings – See also <i>Tape Recordings</i> and <i>Video</i>	
PUDs	65.030	Appointed entities	20.100
Purchase		Court proceedings	85.080
Orders	30.170.A	Crime scene	100.080.B
field	30.170.A	Dispatch	100.030.A
Property	95.010	E 9-1-1	100.030.B
Requisitions	30.170.A	fire	100.030.A
Purchasing	30.170	Governing body	45.140
Control forms	30.170.A	Officer-carried systems	100.080.AA
Solicitations	30.170.A	Police field contacts	100.080.G
Pyrotechnics Permits	75.020.F	Secured police facilities	100.080.Z
		Security, public areas	105.020.B
		Surveillance of election areas	15.180
		Vehicle systems	100.080.AA
		Records	
		Compliance certificates	40.300
		Default retention	xv
		Destruction	xv, Appendix E
		Duplicate copies	xv
		Expungement	100.080.A
		Finding aids	40.270
		Format	xiii
		Guidelines for Preservation of	Appendix G
		Media	xiii
		Open records requests	40.200
		Retention schedules	40.300
		Recreation	
		Districts	40.320
		Passes	40.230.B
		Recruitment Procedures	90.130.G

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>	<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>
Recycling Centers	60.030	Reports (Cont'd)	
Dump or trip tickets	60.030.A	Bills allowed	30.010.A
Redevelopment Projects	40.240.A	Bridge	60.050.B
Referendum Petitions	15.150.D	Building inspection	05.070.A
Referrals From Other Jurisdictions	65.050	Campaign	15.040
Refuse Hauler License	75.020.C	Cash	30.020
Registered Sex Offender Records	100.080.P	Census	65.020.B
Registers		Claims	105.010.B
Bond issue	30.070.D	Comprehensive annual financial	30.040.A
Building permit	05.080	Consumer confidence	60.090.B
Burial permit	10.010	County treasurer	30.190.B
Certificate of deposit	30.140.A	Daily	40.290.B
Checks	30.010.A	Departmental	40.290
Court	85.090	EEO-1	90.010.B
monthly	85.090.D	EEO-4	90.010.C
Licenses	75.040	Final project	40.240.A
Payroll	90.140.G	Fixed asset – annual	30.030.A
Permits	75.040	General	40.290
Property tax	30.190.C	municipal	40.330
Records	40.270	Incident	100.080.B
Sales tax	30.190.E	Inspection – vehicles/equipment	35.030.B
Registration Receipts	30.020	Investment	30.140.B
Regulations		Monthly	40.290.C
Animal	100.020	Offense	100.080.B
Building	40.310	Payroll	90.140
Cemetery	40.310	Physician's – cemetery	10.010
General	40.310	Police	100.080
Railroads	60.060.B	Project	40.240.A
Subdivision	40.310	Quarterly	40.290.D
Zoning	40.310	S.A.R.A. Tier II	100.060.B
Regulatory		Soil condition	05.070.B
Actions	40.160	Street system	60.050.I
Proceedings	80.040	Structure inspection	05.070.A
Rehabilitation Projects	40.240.A	Water	
Remonstrances	40.090	consumption	60.080.E
Removal from Governing Body	45.150	quality	60.090
Rental		Weekly	40.290.E
Contracts and agreements, short-term	40.230.A	Repositories	70.020
Receipts	30.020	Requests	
Reorganization Studies	40.210	For proposals (RFPs)	30.170.A
Repairs – Property	40.240.A, 95.050.D	For quotations (RFQs)	30.170.A
Replacement Ballots	15.030.A	Open records	40.200
Replats	65.030	Release of police information	100.080.Q
Reports		Routine	40.090
Actuarial	90.150.A	Service – fire	100.050.K
Analytical – water and sewer	60.090.A	Research Material	40.260
Annual	40.290.A	Rescues	100.050
activity	40.290.A	Dispatch calls	100.030.A
operations	40.290.A	Incident reports	40.230.D
published	40.260	Reservation Sheets	40.230.B
water and wastewater treatment	60.090.B	Reservoir Projects	40.240.A
Audit	30.040.A	Residential Building Plans	05.060.B
		Resignations	
		Appointed applicants	20.020.A
		Employees	90.070
		Governing body	45.080.B

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i>Records</i>	<i>Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records</i>	<i>Descriptions</i>	<i>Schedule/Item No.</i>
Resolutions		45.160	Safety (Cont'd)		
Supporting documentation		45.160	Personnel		90.110
Resubdivisions		65.030	Policies		40.220.B
Retention Schedules		40.300	Procedures		40.220.B
Retirement			Training manuals		90.110.D
Files		90.150.B	Vehicles		35.030
Form 1099R		30.200.B	Salary		
Plans		90.030.A	Documentation		90.070
Returns – Sales and Use Tax		30.190.E	Surveys		90.140.H
Revenue			Sale		
Bonds		30.070.A	Of cemetery lots		10.030
Monthly distribution report		30.190.A	Of property		95.010
Sharing		65.020.B	Sales Tax		
Reverse 9-1-1 System		100.030.B	Collection		30.190.E
Rezoning		65.080	Enforcement		85.030.B
Ride-Along – Police		100.080.R	Sample Ballots		15.030.B
Liability waivers		40.230.C	Sanitation District		40.320
Right-of-Way		95.030	Sanitary Surveys – Treatment System		60.090.G
Abandonment		60.070	S.A.R.A. Tier II Reports		100.060.B
Permits		75.020	SAVE Program		100.070.B
Railroad		60.060.B	Savings Bonds		30.140.A
Vacation		60.070	Schedule		
Risk Management		Schedule 105	Building permit fee		30.090
Rivers		60.100.D	Fee		30.090
Roadway Projects		40.240.A	Rate		30.090
Rodeos		40.110	utilities		30.210.C
Room			Records retention		40.300
Rentals		40.230.A	Scheduling Calendars		40.050
Reservations		40.230.B	Schematics – System		60.010.C
Routes			Scrapbooks		50.080
Maps		60.060.C	Seal – Municipal		40.150
Snow		60.050.K	Search Warrants		85.100.A
Truck		60.050.K	Seasonal Employee		90.080
Routine Surveys by Municipalities		40.340.C	Secondhand Dealers License		75.020.C
Routing Documents		Appendix A	Security		105.020
Rulemaking – State and Federal		40.160	Access system		105.020.A
Rules			Deposit – utilities		30.210.A
Cemetery		40.310	Guard license		75.020.C
General		40.310	Municipal facilities		105.020
Policies and procedures		40.220.B	Public areas		105.020.B
Run Sheets – Fire and Rescue		100.050.G	Recordings and images		105.020.B
Run-Off		60.040	Videotapes		105.020.B
-S-			Seizure Fund		100.080.S
Safety			Seniority Systems		90.140.B
Code abatement, enforcement		85.030.B	Service		
Commercial drivers' license		90.110.A	Orders – utility		30.210.A
Committee		40.080.A	Requests		40.090
Equipment		35.030	Volunteer workers		90.190
Fleet		35.030	Setbacks		65.060
Inspection – facilities		95.050.D			

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<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>	<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>
Settlements – Litigation	80.040	Special	
Sewer System – See <i>Water and Sewer System</i>		Districts	40.320
Sex Offenders		Events and use permits	75.020.F
Case files	100.080.B	Events license – alcohol beverages	75.020.A
Information request forms	100.080.P	Uses	65.030
Registered	100.080.P	Specifications	
Sexual Assault		Bid	30.170.A
Arrests	100.080.A	Job	90.130.F
Cases	100.080.B	Project	40.240.A
Sexually Oriented Business License	75.020.C	Specimen Bonds	30.070.B
Sexually Violent Predators	100.080.P	Speeches	40.250.C
Shift Schedules	90.210	Speed Zones	60.050.K
Shooting Gallery License	75.020.C	Spoiled Ballots	15.030.A
Show Agreements, Contracts	40.230.A	Sporting Event Agreements, Contracts	40.230.A
Show Cause Hearings	75.020.A	Sports Equipment Rental	40.230.A
Sidewalk		Spreadsheets	
Engineering	60.050.H	Energy efficiency program	60.010.C
Improvement districts	30.130	Staff Meetings	40.080
Layout	60.050.H	Standard Operating Procedures	40.220.B
Sign		Standards	40.310
Codes	40.070.A	Building	
Contractor License	75.020.C	inspection	05.070
Damage	95.050.C	regulation	40.310
Permits	75.020.F	Communication system project records	55.060
Signalization	60.050.K	General	40.310
Timing	60.050.K	Information technology project records	55.060
Signature		Insurance policies	105.010.C
Authorizations	30.170.A	Mobile homes	40.310
Certificates, Councilmember	45.080.B	Sewer line installation	40.310
Sister City Programs	40.230.E	Sidewalk construction	40.310
Site Plans	65.030	Street construction	40.310
Site Specific Development Plans	65.030	Streetscape	40.310
Slaughterhouse License	75.020.C	Water	
Sludge		line installation	40.310
Application	60.090.H	testing	60.090.A
Monitoring, review	25.010	State	
Permits	60.090.H	Archives	
Preparation	60.090.H	approval	Appendix C
Sites	60.090.H	compliance certificates	40.300
Snow Route	60.050.K	records retention schedules	40.300
Social Security	90.030.A	Bid list	30.170.C
Soil Condition Reports	05.070.B	Highway Department signalization	60.050.K
Solicitations – Bids	30.170.A	Legislation – proposed	40.160
Solid Waste Management	60.030	lobbying	40.250.A
Cash receipts	30.020	New hire reporting compliance	90.170
Dump tickets	60.030.A	Of the city address	40.250.C
Landfill locations	60.030.B	Statements	
Spas – Chemical Testing, Treatment	95.050.B	Accounts payable	30.010.A
		Accounts receivable	30.020
		Bank	30.050.B
		Issued by municipality	30.020
		Utility billing	30.210.A

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<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Statistics		Street (Cont'd)	
Fire Department	100.050.F	Numbering	60.050.F
General activities	40.290.A	Operations	60.050
Information technology	55.060	Parking	60.050.K
Police	100.080.T	Permits	75.020.G
Statutory Status	40.210	Planning	60.050.H
Stocks and Bonds	30.140.A	Problem histories	60.050.H
Storage Tanks – Regulated Substances	25.050	Projects	40.240.A
Aboveground	25.050	Renaming	60.050.E
Permit		Right-of-way conveyance	95.030.A
approved	25.050.A	Snow route	60.050.K
denied	25.050.B	Speed zones	60.050.K
Underground	25.050	State highway department signalization	60.050.K
inspections	25.050	Striping	60.050.K
leaking	25.050	Sweeping	60.050.G
permits	25.050	System	60.050.I
Stormwater		Traffic markings	60.050.K
Basins	60.040.A	Trespass permit	75.020.G
Drainage system	60.040	Truck routes	60.050.K
Improvement districts	30.130	Vacation	60.070
Proceedings appeal	40.010	Weather observation	60.050.L
Projects	40.240.A	Streetscape Standards	40.310
Weather observation	60.040.B	Striping – Traffic	60.050.K
Stray Animals	100.020	Structure	
Streams	60.100.D	Inspections	05.070.A
Street		Municipal government	40.210
Abandonment	60.070	Records	Schedule 05
Address assignments	60.050.F	Studies	40.330
Alignment	60.050.H	Electric facilities	60.010.I
Arterial system	60.050.I	Feasibility	40.330
Asphalt testing	60.050.A	Land use	40.330
Bridge inspections	60.050.B	Planning	40.330
Cleaning	60.050.G	Study Session Recordings	
Closings	60.050.F	Appointed entities	20.100.C
Closures	60.050.C	Governing body	45.140.C
Construction	40.310	Subdivisions	65.030
Crosswalks	60.050.K	Minor	65.030
Cut permits	75.020.G	Regulations	40.310
Design	60.050.H	Standards	40.310
Drainage problem history	60.050.H	Subpoenas	85.030
Engineering	60.050.H	Logs	100.080.L
Grades	60.050.H	Summonses and Complaints	85.030
High accident locations	60.050.D	Juror	85.060
Improvement districts	30.130	Police copy	100.080.U
Intersection design	60.050.H	Voided	85.030.F
Layout	60.050.H	Sump Pump Equipment	35.010
Maintenance – major	40.240.A	Supplements – Code	40.070.B
Map – system	60.050.I	Support Groups	40.120
Master plan	40.330	Surplus Property	30.030.B
Miles in system	60.050.I	Surveillance Recordings – See <i>Recordings</i>	
Name assignments	60.050.F	Survey Responses	40.340.B
Naming	60.050.E		

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<u>Records Descriptions</u>	<u>Schedule/Item No.</u>	<u>Records Descriptions</u>	<u>Schedule/Item No.</u>
Surveying Records		Television System – See also <i>Cable Television</i>	
Benchmarks	60.050.H	<i>Service</i>	
Field survey notes	40.180	Programming records	55.010.A
Surveys		Records	55.070.B
Census	60.020.B	Temporary	
Conducted by municipality	40.340	Alcohol beverage permit	75.020.A
compilations	40.340.A	Employee	90.080
responses	40.340.B	Use permits	
routine	40.340.C	public way	75.020.G
Cross-connection control	60.080.A	water	60.100.A
Historic structure or district	50.040	Water use permit	60.100.A
Water and wastewater systems	60.090.G	1098 Forms, Mortgage Interest Statements	30.200.A
System Control and Data Acquisition	60.010.F	1099 Forms	30.010.C
Systematic Alien Verification for Entitlements		1099R Forms – Reports of Distributions	30.200.B
Program	100.070.B	Terminology	Appendix B
Swimming Pools		Test Results	
Chemicals	95.050.B	Chemical blood	100.080.E
Inspections	95.050.D	Commercial driver's license	90.110.A
-T-		Lie detectors	100.080.E
Tabulation	15.190	Tests	
Official abstract	15.190.A	Employment	90.130.D
Test results	15.190.B	Theater License	75.020.C
Unofficial results	15.190.C	Time Sheets	90.140.I
Tally Worksheets	15.190.C	Title Insurance Policies	95.010
Tanks – Storage	25.050	Titles – Vehicle	35.010
Tap – Water and Sewer	60.080.C	Toolkit	xvi
Tape Recordings – See also <i>Recordings</i>		Tools	35.010
Appointed entities	20.100	Topographical Maps	40.180
Field contact reports – police	100.080.G	Towers – Communication	
Municipal court proceedings	85.080	Permit	75.020.G
Public relations	40.250.C	Toxic Sites	25.060
Task Forces		Trade	
Appointed by municipality	Schedule 20	Journals	Appendix A
Internal	40.080	Of property	95.010
Tax		Trademark Records	40.150
Collection	30.190	Traffic	
Credits – historic properties	50.040	Accident	
Licenses issued to municipality	75.030.B	cases	100.080.A, .B
Payroll	90.140.F	logs	100.080.L
Reporting	30.200.B	Annexation impact	65.010
Taxes – See Specific Taxes; i.e., <i>Sales Tax</i>		Cases – municipal court	85.030.E
Taxi Driver License	75.020.C	Code adopted by reference	40.070.A
Taxicab Service	60.060.C	Congestion	60.050.J
Teams – Internal	40.080	Counts	60.050.J
Telephone		Events – impact	60.050.C
Logs	40.140	Fatal accident arrests	100.080.A
Messages	Appendix A	Flow	60.050
System		video recordings	60.050.J
emergency 9-1-1	100.030.B		
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COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Traffic (Cont'd)		Truck Route Designations	60.050.K
License plate recognition data	100.080.K	Tuition Reimbursement	90.070
Marking	60.050.K	Turbidity Reports	60.090.A
Monitoring	60.050.J		
Non-fatality accident arrests	100.080.A	-U-	
Operations	60.050		
Police officer-involved accident	100.080.J	Unclaimed Property	30.030.B
Rerouting	60.050.C	Undeliverable	
Signalization	60.050.K	Ballots	15.030.A
Timing	60.050.K	Mailings	40.170.D
Weather observation	60.050.L	Underground	
Trailer Inspections	05.070.C	Storage tanks	
Training		inspections	25.050
Commercial driver's license	90.110.A	leaking	25.050
Employees	90.180	monitoring	25.050
Manuals – health and safety	90.110.D	permits	25.050
Police	100.080.V	Water rights and supply	60.100.E
K-9 units	100.080.V	Unemployment insurance	90.190
Safety	90.110.D	Uniform	
individual	90.070	Codes	40.070.A
Selection	90.070	Crime report/NIBRS	100.080.W
Transaction Journal – Sales and Use Tax	30.190.E	Unsafe Buildings	05.070.D
Transcripts – Municipal Court Appeals	85.010.B	Unused Ballots	15.030.A
Transfer of Property	95.010	Update Request Form	Appendix D
Transient Vendor License	75.020.C	Uranium Mining	25.010
Transitory Documentation	40.100.C	Urban	
Transmission		Drainage District	40.320
Electric distribution	60.010.J	Renewal authority	Schedule 20
Line undergrounding program	40.230.E	governing body as	45.060
Transmittal Letters	Appendix A	Use	
Transport Records, Hazardous Waste	25.020	Fuel	35.020
Transportation System	60.060	Permits	75.020.F
Plans	40.330	Review	65.030
Route maps	60.060.C	Tax collection	30.190.E
Services	60.060.C	Temporary water permit	60.100.A
Studies	40.330	User Records – Library	70.010.E
Trash	65.070.B	Uses	
Treasury Bills and Notes	30.140.A	Accessory	65.030
Treatment – Water and Sewer	60.090	Conditional	65.030
Trees		Nonconforming	65.030
Damage	95.050.C	Permitted	65.030
Inventory	30.030.C	Special	65.030
Removal	75.020.F	USGS	
permits	75.020.F	Elevation benchmarks	60.050.H
Trimming		Topographical maps	40.180
license	75.020.C	Utility	
permit	75.020.F	Annexation impacts	65.010
Trial Balances	30.050.A	"As-built" drawings	60.010.D
Trials – Criminal Case Files	80.020	Connections	60.080
Trigger Dates	xvi	mobile homes	05.070.C
Trip Tickets	60.030.B	Cross-connections	60.080.A
		Disconnections	60.080

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>	<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>
Utility (Cont'd)		Vendor (Cont'd)	
Encroachment permits	75.020.G	Lists	30.170.C
Locates	60.020	Prequalification	30.170.D
Projects	40.240.A	Short-term agreements, contracts	40.230.A
Valves		1099 Forms	30.010.C
locations	60.080.D	W-9 Forms	30.010.C
specifications	60.080.D	Ventilation Systems	35.010
Water line maintenance and repair	60.080.F	Vested Property Rights	65.030
Utility Billing	30.210	Victim Assistance and Counseling	100.080.Y
Account history	30.210.A	Video – See also <i>Recordings</i>	
Adjustment records	3.210.A	Crime scene	100.080.B
Journals	30.020	Detention center booking	100.080.Z
Meters	30.210.B	Election areas	15.180
Notices, nonpayment	30.210.A	Fire, rescue case	100.050.H
Rates	30.210.C	Historical value	50.060
Security deposit	30.210.A	Municipal court proceedings	85.080
Service orders	30.210.A	Police	
Statements	30.210.A	cases	100.080.B
Trouble orders	30.210.A	officer-carried systems	100.080.AA
Turn-off orders	30.210.A	secured facilities	100.080.Z
-V-		vehicle recording systems	100.080.AA
Vacancies – Governing Body	45.020	Public relations	40.250.C
Vacations		Recordings of meetings	
Alley	60.070	appointed entities	20.100
Easements	60.070	governing body	45.140
Plats	65.030	Security	105.020.B
Rights-of-way	60.070	Sewer inspection	60.080.B
Street	60.070	Water inspection	60.080.F
Valves		Violations	
Locations	60.080.D	Building code	05.040
maintenance	60.080.D	Land use	65.070.A
requests	60.020	code	65.070
specifications	60.080.D	Nuisances – land use	65.070.B
Maintenance and repair	60.080.D	Volunteer Workers	
Vandalism – Cemetery	95.050.C	Recognition	90.200
Variances	65.060	Service	90.200
Water and sewer treatment	60.090.I	Voted Ballots	15.030.A
Water use	60.080.F	Voter	
Vehicle	Schedule 35	Registration list	15.160.B
Abandoned	65.070.B	Signature forms	15.160.D
Asset inventory	30.030.C	Vouchers	30.170
Crime lab hold/release sheets	100.080.D	-W-	
Disposition	30.030.B	W-2 Forms	90.140.K
Fire	Schedule 35	W-4 Forms	90.140.L
Impound	100.080.X	W-9 Forms	30.010.C
License plate recognition	100.080.K	Wage-Rate Tables	90.140.J
Police	Schedule 35	Waivers – Liability	40.230.C
Sales tax receipt	30.170.E	Ward Boundary Maps	15.110
Stolen identification	100.080.K		
Video recording systems	100.080.AA		
Vendor			
Files	30.010.A		
License	75.020.C		

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i>Records Descriptions</i>	<i>Schedule/Item No.</i>	<i>Records Descriptions</i>	<i>Schedule/Item No.</i>
Warning Systems	35.010	Water (Cont'd)	
Warranties	35.010	Underground	60.100.E
Warrants		Use restrictions	60.080.F
Arrest	85.100.B	Utility enterprise	45.060
Checks	30.010	Wells	60.100.J
Court	85.100.B	Water and Sanitation	
index	85.090.C	Districts	40.320
Detainment	85.100.B	Projects	40.240.A
Search	85.100.A	Water and Sewer System – See also <i>Water</i>	
Warranty Deeds	95.020	Agreements – service	40.030
Wastewater – See <i>Water and Sewer System</i>		Analysis – system	60.080.F
Watchers – Oaths	15.140	Analytical reports	60.090.A
Water – See also <i>Water and Sewer System</i>		Backflow prevention device test	60.080.B
Acquisition	60.100.A	Bacteriological analysis	60.090.A
Adjudication	60.100	Calibration – equipment	35.010
Allotment contract	60.100.A	Capacity – plant	60.090.F
Associations	40.120	Chemical analysis	60.090.A
Bond Issues	30.070.A	Chlorination	60.090.F
Conservation	60.080.F	Compliance – drinking water	60.090.C
educational efforts	60.080.F	Connections	60.080.C
outreach efforts	60.080.F	Contaminants	60.090.A
within municipality	60.080.F	Copper analysis	60.090.A
Consumer confidence report	60.090.B	Corrective actions	60.090.C
Consumption – water	60.080.E	Cross-connection control survey	60.080.A
Court proceedings	60.100	Discharge	
Dams	60.100.B	inspections	60.090.D
Decrees	60.100.F	monitoring	60.090.D
Dedication of rights	60.100.A	permits	60.090.D
District	40.320	Disconnections	60.080
Ditch records	60.100.C	Distribution	60.080.F
Drinking	60.080, 60.090	Domestic septage	60.090.H
Enterprise board	45.060	Effluent	60.090.H
Flow measurements	60.100.D	Enterprise board	45.060
Irrigation	60.100.G	Equipment maintenance	35.010
Meters	30.210.B	Filter plant logs	60.090.F
Pressure	60.080.F	Industrial pretreatment permits	60.090.E
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Quality	60.090.A	sand trap	60.090.F
Rates	30.210.C	sewer	60.080.B
Raw	60.100	video	60.080.B, .F
Rental		water	60.080.F
offers	60.100.A	Installation standards	40.310
surplus irrigation	60.100.G	Lead analysis	60.090.A
Reservoirs	40.240	Lines – water, maintenance and repair	60.080.F
Rights	60.100.A	Meters	30.210.B
Rivers	60.100.D	Microbiological analysis	60.090.A
Sale	60.100.A	National Primary Drinking Water report	60.090.B
Source of supply	60.100	Odor complaints	60.090.D
Stock certificates	60.100.H	Operational reports	60.090.F
Storage		Operator	90.070
inspection	60.080.F	Oversizing	40.240.A
system	60.100	Plant capacity	60.090.F
Streams	60.100.D	Pollutant concentration	60.090.H
Surface rights	60.100.D	Pressure measurements – water	60.080.F
Temporary use permits	60.100.A	Production – water	60.080.F
Transfer	60.100.A	Projects	40.240.A
		Radiological analysis	60.090.A

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>	<i><u>Records Descriptions</u></i>	<i><u>Schedule/Item No.</u></i>
Water and Sewer System (Cont'd)		Wells	
Reports		Gas drilling	25.010
distribution and production	60.080.F	Installation	60.100.J
operations	60.090.F	Locations – water	60.100.J
Samples	60.090.A	Oil drilling	25.010
Sand trap inspections	60.090.F	Permits	60.100.J
Sewage – composite samples	60.090.A	Water	60.100.E
Sewer inspection	60.080.B	abandonment	60.100.J
Sludge		drilling	60.100.J
application	60.090.H	location	60.100.J
disposal site	60.090.H	permit application	60.100.J
Storage – water	60.080.F	Wetlands	
Taps	60.080	Management	60.040.C
inside users	60.080.C	Protection	60.040.C
outside users	60.080.C	Withdrawal From Nomination	15.120.B
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water	60.080.C	In public way – permits	75.020.G
Tests		Orders	
analytical	60.090.A	equipment	35.030.C
backflow prevention device	60.080.B	maintenance	60.010.E
sewage – weekly	60.090.A	property repair	95.050.E
sewer	60.080.B	vehicles	35.030.C
smoke test	60.080.B	Papers	
standards – water tests	60.090.A	audit	30.040.B
water system	60.080.F	budget	30.080.B
X-ray	60.080.B	Permits – public way	75.020.G
Treatment	60.090	Plans	
chlorination reports	60.090.A	appointed entities	20.040
Turbidity analysis	60.090.A	governing body	45.050
Use restrictions	60.080.F	Schedules	90.210
Valves	60.080.D	Workers' Compensation	90.220
Water storage inspection	60.080.F	Working Material, Preliminary	40.350
Water Utility Enterprise	45.060	Workplace Investigations	90.160
Weapons		Worksheets	
Authorization to carry	100.080.BB	Financial – preliminary	40.350
Concealed permits	75.020.F	General	40.350
Destruction	100.080.E	Short-term value	40.100.C
Maintenance	100.080.BB		
Qualification	100.080.BB	-Z-	
Violations case files	100.080.B		
Weather		Zones	
Modification	60.100.I	Enterprise	65.040.B
Observation	60.100.I	Speed	60.050.K
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Website and intranet records	55.080	Board of Appeals	Schedule 20
Access reports	55.080.A	Certificates	65.080
Development	55.080.B	District map	40.180
Evolution records	55.080.B	Initial	65.080
Page design records, web pages	55.080.C	Maps	40.180, 65.080
Use tracking logs, website and intranet	55.080.A	Ordinances	65.080
Weed Control	65.070.B	Petitions	65.080
Nuisance	65.070.B	Regulations	40.310
Weekly Reports	40.290.E	Rezoning	65.080
Welfare Check Log	100.080.L		

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

Instructions for Supplement No. 12

This supplement contains all amendments to the Colorado Municipal Records Retention Schedule through April 2016.

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Schedule No. 10 (10-1)
Schedule No. 15 (15-1—15-6)
Schedule No. 20 (20-1—20-2)
Schedule No. 25 (25-1—25-2)
Schedule No. 30 (30-1—30-9)
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Schedule No. 40 (40-1—40-9)
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It is recommended that the removed pages be retained by the Municipal Clerk and filed for future reference. For municipalities that have more than one subscription, subscribers other than the Municipal Clerk may discard the pages that are removed.



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June 2016

Colorado Municipal Records Retention Schedule

*Funding for This Project Provided by the Following
Weld County, Colorado Municipalities:*

**TOWN OF EATON
CITY OF FORT LUPTON
TOWN OF GARDEN CITY
TOWN OF GILCREST
CITY OF GREELEY
TOWN OF HUDSON
TOWN OF JOHNSTOWN
TOWN OF KEENESBURG
TOWN OF MEAD
TOWN OF MILLIKEN
TOWN OF WINDSOR**

**For questions regarding the
Colorado Municipal Records Retention Schedule,
please contact the office of the State Archivist at 303-866-2558.**

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PREFACE

The *Colorado Municipal Records Retention Schedule* was originally prepared by a municipal records management consultant on behalf of 11 Weld County municipalities. It is intended to provide a comprehensive records retention schedule for most records that are typically kept by any small, growing Colorado municipality and is being expanded over time to cover specialized records retained by larger municipalities. The document may list records that an individual municipality does not currently have but that it may have in the future. The municipality should, however, request approval to follow the entire *Colorado Municipal Records Retention Schedule* so that provisions are in place for future growth in records holdings.

The *Colorado Municipal Records Retention Schedule* should be reviewed and updated periodically to ensure that appropriate updates are made. An *Update Request Form* is included in *Appendix D*.

Subsequent to approval, the records retention schedule will apply to the record copy, regardless of how it is stored (electronic, microfilm, digital image, paper, audio or video recording, etc.).

If the record copy of a permanent record is stored in electronic format, carefully determine that the storage system is nonproprietary and whether there is a capability to migrate these records to the next generation of technology.

Each municipality that receives approval to follow the *Colorado Municipal Records Retention Schedule* should add notations regarding any local provisions affecting the retention periods of its records. To request approval to follow the *Colorado Municipal Records Retention Schedule*, complete the approval request form included in *Appendix C – Approval Request Form*.

IMPORTANT:

**THIS DOCUMENT DOES NOT PROVIDE LEGAL AUTHORITY OR
AUTHORIZATION FOR DESTRUCTION OF MUNICIPAL RECORDS BY ANY
MUNICIPALITY UNTIL IT IS APPROVED FOR USE FOR THAT MUNICIPALITY
BY THE COLORADO STATE ARCHIVES.**

**NO RECORD SHOULD BE DESTROYED IF IT IS PERTINENT TO ANY
CURRENT, PENDING OR ANTICIPATED AUDIT, INVESTIGATION OR LEGAL
PROCEEDING.**

SCHEDULE NO. 05

BUILDING AND STRUCTURE RECORDS

General Description: Records relating to the building permit and inspection functions.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

05.010 ADDRESS HISTORY FILES

Records maintained by some municipalities as address history files to provide a chronological record and running history of building-related activities for each address.

Retention: Permanent

05.020 APPLICATIONS FOR BUILDING PERMITS

Applications for the erection of new structures or modifications to existing structures.

A. Applications for Building Permits Issued

Retention: 180 days after completion

B. Applications for Building Permits Not Issued

Retention: 180 days after application

05.030 BUILDING AND DEMOLITION PERMITS

Permits issued for construction-related activities (such as new construction, remodeling, renovation, installation of plumbing, electrical or mechanical equipment, demolition, etc.).

Retention: 10 years after revocation or demolition, *except* retain permits for structures with historic designations permanently

05.040 BUILDING REVIEW BOARD CASE FILES

Records pertaining to cases or appeals heard by the Fire Code Board of Appeals, Building Board of Adjustment, Building Board of Appeals or other boards with review and/or decision-making authority regarding code compliance, alternate building materials, methods of construction, building code violations or similar matters.

Retention: 20 years

05.050 CERTIFICATES OF OCCUPANCY

Documents issued after the permitted construction activity is completed as evidence that all minimum requirements have been met before the building or structure can be occupied and used.

Retention: Until a new certificate of occupancy is issued, OR 10 years after demolition, *except* retain permanently for structures with historic designations

05.060 CONSTRUCTION DRAWINGS AND PLANS

Blueprints and specifications submitted as supporting documentation for a building permit.

A. Nonresidential**1. Approved**

Drawings, plans (final or as-built) or specifications for a nonresidential building permit for public buildings, or commercial or industrial structures.

Retention: 10 years after demolition, *except* retain permanently for structures with historic designations

2. Not Approved

Unapproved drawings, plans or specifications submitted for a nonresidential building permit.

Retention: 2 years from date of denial

B. Residential**1. Approved**

Drawings, plans (final or as-built) or specifications for a residential building permit. Note: Under Section 202 of the International Building Code (IBC), "residential" includes hotels and apartments.

Retention: 180 days after completion or as directed by the building code adopted by reference

2. Not Approved

Unapproved drawings, plans (final or as-built) or specifications for a residential building permit.

Retention: 180 days after submitted or as directed by the building code adopted by reference

05.070 INSPECTION RECORDS**A. Building and Structure Inspection Reports**

Records of final on-site inspections done to determine compliance with building, electrical, fire, plumbing, mechanical or other requirements and building standards; also includes other inspection reports, such as inlet inspections, proof roll inspections, etc.

Retention: 10 years after demolition [CRS 13-80-102, CRS 13-80-104]

B. Soil Condition Reports

Records of inspections of soil conditions, including nature, distribution and supporting ability of soils and rocks on building sites prior to issuance of building permits or approval of development proposals.

Retention: 20 years

C. Trailer/Mobile Home Inspection Reports

Records of inspections of mobile home installations, anchoring, utility connections, etc.

Retention: 2 years

D. Unsafe Buildings

Documentation of complaints, inspections, notifications, corrective actions, closure and boarding, demolition and related actions relating to buildings and structures determined to be unsafe.

Retention: 5 years after final action

05.080 REGISTERS AND LEDGERS – BUILDING PERMITS

Record books, ledgers or computer printouts listing issued building permits.

Retention: 3 years, *except* retain permanently if the register or ledger is older than 1920

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Building permit fee collection – 30.020, Accounts Receivable (A/R) Records
- Codes adopted by reference – 40.070.A, Codes Adopted by Reference
- Communication tower permits – 75.020.F, Permits Issued by the Municipality in General
- Contractor's licenses – 75.020.B, Contractor's Licenses/Registrations
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Fence permits – 75.020.F, Permits Issued by the Municipality in General
- Gas and oil drilling structures – 75.020.F, Permits Issued by the Municipality in General
- Landmark designations – 50.040, Landmark and Historic Designation
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- Sign, banner and billboard permits – 75.020.F, Permits Issued by the Municipality in General

SCHEDULE NO. 10

CEMETERY RECORDS

General Description: Records relating to the administration, management and operation of cemeteries.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. The **minimum retention periods specified in this schedule** apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic). Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

10.010 BURIAL RECORDS

Records documenting burials and inurnments, such as burial permits and stubs, burial permit register, death certificates, deceased persons book, final disposition records, physician's report, foundation order books and records of interment or inurnment.

Retention: Permanent

10.020 CEMETERY BOUNDARY AND LOT RECORDS

Records pertaining to the location, layout and ownership of the cemetery and individual cemetery lots or mausoleums, including abandonment records, block books, cemetery maps, indexes (alphabetical and location), plat books, and cemetery deeds and stubs.

Retention: Permanent

10.030 CEMETERY FINANCIAL RECORDS

Records of financial transactions documenting perpetual care arrangements and lot ownership or burials, including financial records of the sale of cemetery lots, accounts receivable ledger, cashbook and receipts maintained by a self-sufficient cemetery separately from the municipality's financial and accounting systems.

Retention: Permanent

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Cemetery contractor licenses – 75.020.B, Contractor's Licenses/Registrations
- Cemetery fee collection records – 30.020, Accounts Receivable (A/R) Records
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- Vandalism – 95.050.C, Damage Records

SCHEDULE NO. 15**ELECTION RECORDS**

General Description: Records documenting the administration of elections conducted by the municipality and/or in coordination with the county.

Contested Elections: Destruction of nonpermanent election records is authorized at the end of the specified minimum retention period, provided that there was no contested election. However, *if the election is contested*, all election records must be retained until the contest has been finally resolved and all rights to appeal have expired.

No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.

15.010 ABSENTEE VOTER RECORDS

Records accounting for absentee ballots, including applications for absentee ballots, lists of absentee voters, absentee ballot return envelopes and receipts of election judges for absentee ballots.

Retention: 6 months after election [CRS 31-10-616(2)]

15.020 BALLOT ISSUE COMMENTS

Written comments received from persons eligible to vote in the election to be summarized in the ballot issue notice mailed to registered electors [CRS 1-7-901].

Retention: 6 months after election [CRS 31-10-616(2)]

15.030 BALLOTS**A. Ballots**

The official ballot showing candidates and measures, including ballots that are unused, voted, absentee, defective, spoiled, replacement, provisional or mailed and returned by the post office as undeliverable.

Retention: 6 months after election [CRS 31-10-606, CRS 31-10-616(1)]

B. Sample Ballots**1. Master Copy**

Retention: Permanent

2. All Other Sample Ballots

Retention: 6 months after election [CRS 31-10-606, CRS 31-10-616(1)]

15.040 CAMPAIGN REPORTS AND STATEMENTS**A. Candidates**

Affidavits of familiarity with the Fair Campaign Practices Act, candidate committee statements of organization, and campaign contribution and expenditure reports.

1. Elected Candidates

Retention: 1 year after elected candidate leaves office [CRS 1-45-112(1)(b)]

2. Unsuccessful Candidates

Retention: 1 year from date of filing [CRS 1-45-112(1)(b)]

B. Independent Expenditures

Statements required for persons making independent expenditures in support of or in opposition to a candidate or to convey a political message.

Retention: 1 year from date of filing of statement [CRS 1-45-112(1)(b)]

C. Issues Committees

Committee statements of organization and campaign contribution and expenditure reports.

Retention: 1 year from date of filing of report [CRS 1-45-112(1)(b)]

15.050 COMPLAINTS AND SUPPORTING DOCUMENTATION – H.A.V.A.

Complaints filed under the provisions of the Help America Vote Act (H.A.V.A.); copies are retained by the local election official, who forwards the complaint to the Secretary of State.

Retention: 6 months after election or until the complaint is resolved, whichever is later [CRS 31-10-616(2), 8 CCR 1505-1, Rule 31]

15.060 COORDINATED ELECTION RECORDS

Records generated for coordinated elections held in conjunction with the County. Note: Most records pertaining to coordinated elections are the responsibility of the County Clerk. Some coordinated election records are retained by the Municipal Clerk as the official record of the municipality's portion of the election.

A. Abstracts of Votes Cast – County Issued

County's abstract of votes cast (certification of election results) relating to the municipal portion of the coordinated election ballot.

Retention: Permanent

B. Ballot Certifications

Municipal Clerk's official certification to the County Clerk of the ballot for the municipality's portion of coordinated election ballot.

Retention: Permanent

15.070 ELECTION EQUIPMENT RECORDS

Detailed records for each component of any voting system owned and maintained by the municipality, including the manufacturer, make, model, serial number, hardware, software version or release number, date of acquisition; description of services, repairs, maintenance, upkeep and version updates; maintenance and trouble logs. [CRS 1-7-513]

Retention: Life of equipment, or 6 months after the last election for which used, whichever is later

15.080 ELECTION HISTORY FILES

Election history files containing permanent records of elections and summary election results.

Retention: Permanent

15.090 ELECTION JUDGES RECORDS**A. Appointment Records**

Written acceptance of commitment to serve, lists of judges and alternates and oaths of office.

Retention: 6 months after election [CRS 31-10-616(2)]

B. Expense Statements

Statement of expenses of election judges and supporting documentation such as receipts.

Retention: 6 months after election and until audited [CRS 31-10-616(2)]

C. Instructions

Written instructions issued to election judges regarding conduct of election.

Retention: 3 years

15.100 MAIL BALLOT ELECTION RECORDS

Records relating to mail ballot elections, including affidavits of voters requesting replacement ballots, ballots (cast, duplicated, rejected, undeliverable, unused), paper or electronic poll books, mail ballot return verification envelopes, mail ballot processing logs, voter registration lists, written TABOR comments, and other mail ballot administrative records.

Retention: 25 months after election, *except* that unused replacement ballots may be destroyed after the challenge period has expired [CRS 1-7-802]

15.110 MAPS – ELECTION

Maps showing precinct and ward or district designations and boundaries for municipal elections.

Retention: Permanent

15.120 NOMINATION RECORDS

Records relating to nominations for elective office.

A. Objections to Nomination Petitions

Retention: 6 months after election [CRS 31-10-616(2)]

B. Nomination Petitions – Successful and Unsuccessful Candidates

Petitions for the placement of a candidate's name on a ballot and written notices of withdrawal from nomination.

Retention: 2 years [CRS 31-10-302(7)]

15.130 NOTICES OF ELECTION

Copies of election notices required to be posted, published or mailed, including the "ballot issue notice" required by the State Constitution containing summaries of comments on ballot issues.

A. Duplicate or Working Copies

Retention: 6 months after election [CRS 31-10-616(2)]

B. Master Copy

Retention: Permanent

15.140 OATHS AND AFFIDAVITS

Oaths, affidavits or other sworn statements made by electors or election officials, including oaths of election workers, absentee or provisional ballot applications, oaths of watchers and substitute watchers and similar documents.

Retention: 6 months after election [CRS 31-10-616(2)]

15.150 PETITIONS – BALLOT MEASURES AND RECALL**A. Annexation and Deannexation Election Petitions**

Petitions, whether determined to be sufficient or insufficient, for the conduct of an election to determine whether property should be annexed. [CRS 31-12-107]

Retention: Permanent

B. Initiative Petitions and Supporting Documentation

Petitions, whether determined to be sufficient or insufficient, submitted by citizens to place measures, including proposed ordinances and charter amendments, on the ballot; supporting documentation includes petition certification and verification records and documentation of protest hearings and findings by the municipal clerk.

Retention: 3 years after submission or after all rights to appeal have ended, *except* retain one copy of representative pages permanently for historical purposes [CRS 31-11-117]

C. Recall Petitions and Supporting Documentation

Petitions, whether determined to be sufficient or insufficient, submitted by citizens demanding the removal of an elected official from office; supporting documentation includes petition certification and verification records and documentation of protest hearings and findings by the municipal clerk. [CRS 31-4-503]

Retention: 3 years after submission, *except* retain one copy of representative pages permanently for historical purposes

D. Referendum Petitions and Supporting Documentation

Petitions, whether determined to be sufficient or insufficient, submitted by citizens requesting that legislation previously adopted by the governing body be repealed or placed on a ballot; supporting documentation includes petition certification and verification records and documentation of protest hearings and findings by the municipal clerk.

Retention: 3 years after submission, *except* retain one copy of representative pages permanently for historical purposes [CRS 31-11-117]

15.160 POLLING RECORDS**A. Poll Books**

A list kept by election judges of electors casting votes at an election.

Retention: 3 years

B. Poll Lists

Lists of registered electors provided to election judges for use in verifying voter registrations at polling places.

Retention: 6 months after election [CRS 31-10-616(2)]

C. Poll Site Records

Documentation of selection of site and arrangements for use as a polling place.

Retention: 6 months after election, *except* retain contact information and summary of problems until after the next election or after any complaint is resolved [CRS 31-10-616(2)]

D. Voter Signature Forms

Forms signed by voters at the polls to establish identity and request a ballot.

Retention: 45 days after election if there is no challenge [CRS 31-10-606(3)]

15.170 RECEIPTS AND ACCOUNTING FORMS

Documentation of the receipt and transfer of ballots and other election material.

Retention: 6 months after election [CRS 31-10-616(2)]

15.180 SURVEILLANCE RECORDINGS – ELECTION AREAS

Video or audio recordings of election operations in secured areas, such as ballot receipt, tabulation, handling and processing areas.

Retention: 6 months after election [CRS 31-10-616(2)]

15.190 TABULATION AND ELECTION CERTIFICATION RECORDS**A. Official Abstract**

Official certification of the election results prepared by the municipal clerk or canvass board after the completion of the official canvass.

Retention: Permanent [8 CCR 1505-1, Rule 41.7]

B. Tabulation Test Results

Records of testing of the tabulation equipment prior to and after the machine tabulation of ballots.

Retention: 6 months after election [CRS 31-10-616(2)]

C. Unofficial Election Results Records

Summary election results for the precinct posted by election judges, unofficial or preliminary election results issued by the tabulation center, certificates of election judges showing votes cast for candidate by office, worksheets for judges to tally votes, and similar records giving unofficial election results (if used).

Retention: 6 months after election [CRS 31-10-616(2)]

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards

SCHEDULE NO. 20

ENTITIES APPOINTED BY MUNICIPALITY

General Description: Records regarding the composition, operation, proceedings and enactments of boards, commissions, committees, authorities, task forces and similar bodies appointed by the governing body or municipal officials.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

20.010 AGENDAS AND SUPPORTING DOCUMENTATION

Listings showing date, time and locations of official meetings and items to be discussed. Supporting documentation includes material such as agenda item summaries and documentation explaining the rationale for staff recommendations, presenting background information or the history of agenda items being presented to the appointed entity for a decision.

A. Quasi-Judicial Entities

Appointed entities that are able to remedy a situation or impose legal penalties on a person or organization or have powers of adjudication in specific matters, usually limited to a specific area of expertise.

Retention: Permanent

B. Other Entities With Advisory Powers and Duties Only

Retention: 2 years

20.020 APPOINTMENTS AND RESIGNATIONS

Records of appointments and resignations, including applications, recruitment information, etc.

A. Appointed Applicants

Retention: 2 years after end of service

B. Unsuccessful Applicants

Retention: 2 years after conclusion of appointment process

20.030 BYLAWS

Documents adopted to set out rules and guidelines regarding how the entity operates.

Retention: Permanent

20.040 GOALS AND WORK PLANS

Formally adopted strategic plans, work plans or policy agendas.

Retention: Permanent

20.050 MEMBER LISTS

Retention: Permanent for cumulative lists; until superseded for lists of current members

20.060 MINUTES AND SUPPORTING DOCUMENTATION

The official record of proceedings of meetings and all supporting documentation such as exhibits or other material referenced in the minutes.

Retention: Permanent

20.070 NOTICES – MEETINGS

Documentation of compliance with laws requiring posting and distribution of notices of public meetings.

Retention: 2 years

20.080 OATHS OF OFFICE

Oaths taken by appointed officials upon taking office.

Retention: Term of office + 1 year

20.090 RECOMMENDATIONS, FINDINGS AND SUPPORTING DOCUMENTATION

Written findings or recommendations to the municipality, governing body or other entities rendered in an advisory or decision-making capacity; supporting documentation includes agenda item summaries and other documentation explaining the rationale for staff recommendations or presenting background information or the history of the recommendation.

Retention: 3 years, *except* retain those that have enduring historical or policy value permanently

20.100 RECORDINGS OF MEETINGS

Audio or video recordings of official meetings.

A. Executive Sessions

Retention: 90 days after meeting [CRS 24-6-402(2)(d.5)(II)(E)]

B. Open Meetings

Retention: 6 months after approval of minutes

C. Study Sessions

Retention: 6 months after meeting

Cross References

- Building Board Case Files – 05.040, Building Review Board Case Files
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Internal committees – 40.080, Committees – Internal
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards

SCHEDULE NO. 25

ENVIRONMENTAL RECORDS

General Description: Records relating to compliance with environmental protection requirements.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

25.010 ENVIRONMENTAL MONITORING AND REVIEW

Records pertaining to monitoring, inspections, investigations, surveys, screenings, testing and similar activities relating to land uses and activities that could potentially impact air quality, water supply and the environment, such as feedlot operations, industrial contamination and pollution, mosquito control programs, gravel pit and mined land reclamation, oil and gas well drilling, sludge application by other jurisdictions, landfills of other jurisdictions, uranium mining, etc.

Retention: Permanent

25.020 HAZARDOUS WASTE STORAGE AND TRANSPORT RECORDS

A. Disposal Manifests Retained by Hazardous Waste Generator

Retention: 3 years from date waste was accepted by initial transporter [40 CFR 262.40(a), CRS 25-5-510, 6 CCR 1007.3 Subpart D]

B. Inspections

Retention: 5 years from date of inspection

C. Reports

Reports, including CDPHE-EPA biennial report form 8700-13A for off-site shipments of hazardous wastes, and reports of on-site treatment, storage or disposal of hazardous wastes.

Retention: 3 years from due date of report [40 CFR 262.40(b), CRS 25-5-510, 6 CCR 1007.3 Subpart D]

D. Test Results and Waste Analyses

Retention: 3 years from date waste was last sent to on-site or off-site treatment, storage and disposal [40 CFR 262.40(c), 6 CCR 1007.3 Subpart D]

25.030 MATERIAL SAFETY DATA SHEETS (MSDS)

Employers must have a MSDS on file for each hazardous chemical they receive and use and ensure copies are readily accessible to employees in their work area. Employer must keep records of chemicals used, where they were used and for how long. [General Reference: 29 CFR 1910.1200]

Retention: Until superseded or 2 years after chemical is disposed of or consumed, provided that employer retains some record of identity (chemical name if known) of substance or agent, where it was used, and when it was used, for at least 30 years [29 CFR 1910.1020(d)(ii)(B)]

25.040 S.A.R.A. TIER II REPORTS – SUBMITTING FACILITY'S COPY

S.A.R.A Title III (EPCRA) Tier II emergency and hazardous chemical inventory forms submitted annually, or within 90 days of exceeding the EPCRA threshold, to the Colorado Department of Public Health and Environment (CDPHE) and the local fire department by municipal facilities that use or store chemicals requiring a material safety data sheet in volumes exceeding the threshold amount. This report serves as a record of chemicals used, where they were used and how long they were used. Note: S.A.R.A. refers to the Superfund Amendments Reauthorization Act.

Retention: 30 years [29 CFR 1910.1020(d)(ii)(B)]

25.050 STORAGE TANKS – REGULATED SUBSTANCES

Records related to aboveground and underground storage of regulated substances such as gasoline, crude oil, fuel oil and diesel oil, including permits, applications, site information, emission inspections, monitoring, spills and cleanups, testing, upgrade installations, reports of financial condition required by CDPHE, proof of insurance coverage and financial responsibility, revocations, etc. [General Reference: 7 CCR 1101-14]

A. Approved Permits and Supporting Documentation

Retention: 6 years after removal of tank

B. Denied Permits and Supporting Documentation

Retention: 3 years after denial

25.060 TOXIC SITES

Records related to the identification and designation of sites that may have toxic contamination.

Retention: Permanent

Cross References

- Chemical application records – 95.050.A, Chemical Application Records
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Hazardous materials exposure - 90.070, Employee Records – Active and Terminated; 90.110.B, Employee Medical Records in General
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- S.A.R.A. Tier II Reports – Fire Department's Copy – 100.060.B, S.A.R.A. Tier II Reports – Fire Department's Copies
- Water and sewage treatment – 60.090, Water and Sewer Treatment System Records

SCHEDULE NO. 30**FINANCIAL RECORDS**

General Description: Records documenting and ensuring accountability for the receipt and expenditure of public funds.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. The **minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

30.010 ACCOUNTS PAYABLE (A/P) RECORDS

Records documenting outgoing payments.

A. Accounts Payable Records in General

A/P records including but not limited to automatic clearinghouse (ACH) forms, A/P balance sheets, copies of bills paid, checks issued (including check registers), invoices and statements, receiving reports, vendor files, expense and reimbursement request documentation, charge slips, credit card statements, and reports to the governing body listing bills to be paid.

Retention: 7 years

B. Credit Card Records

Records of credit cards issued for municipal use.

Retention: 2 years after cancellation

C. Forms 1099 and W-9

Forms for tracking taxpayer information for vendors when the charges for services equal or exceed \$600 for the year.

Retention: 4 years

D. Petty Cash Records

Records of petty cash fund account and requests for petty cash for various purposes.

Retention: 2 years

30.020 ACCOUNTS RECEIVABLE (A/R) RECORDS

Records of collection of monies; includes but is not limited to automatic clearinghouse (ACH) forms; on-line payments, cash books, journals, receipts, reports and supporting documentation;

finances, fees and charges receipts, other payments and supporting documentation; accounts receivable balance sheets; cash register validation tapes; statements and invoices issued by the municipality, etc. See also 30.210, *Utility Billing*.

Retention: 3 years

30.030 ASSET RECORDS

Inventories and listings to track and control assets.

A. *Annual Fixed Asset Reports*

Worksheets listing fixed assets, purchases and disposition of assets.

Retention: Until superseded

B. *Disposition Records*

Records of disposal of surplus property (except real estate) and unclaimed, abandoned or confiscated property such as bicycles and vehicles by auction, competitive bidding or destruction, including date, department name, description of item, value, disposition, method and reason for disposition, condition, value and approvals.

Retention: 3 years after disposition

C. *Inventories*

Listings of expendable and nonexpendable property and assets, including buildings, real estate, vehicles, furniture, equipment, supplies, merchandise for sale at municipally operated concessions or gift shops and other assets; may include description, cost, date purchased, location, name of vendor and depreciation detail.

Retention: Until superseded

30.040 AUDIT RECORDS

Records documenting external and internal audits of the financial position of the municipality.

A. *Audit Reports*

Annual or special reports prepared by external or internal auditors examining and verifying financial activities. [General Reference: CRS 29-1-606]

Retention: Permanent

B. *Audit Work Papers*

Documentation consisting of routine correspondence with auditors and copies of records compiled for the audit.

Retention: 3 years after completion of audit

30.050 BANK RECORDS

Records documenting the current status and transaction activity of funds held at banks.

A. *Bank Records – Routine*

Routine banking records, including but not limited to duplicate copies of checks, check stubs, voided checks, deposit slips and trial balances. See also 30.010, *Accounts Payable (A/P) Records* for checks and check registers, and 30.140.A, *Investment Instruments* for CDs, money market certificates, etc.

Retention: 3 years

B. Bank Statements, Pass Books and Reconciliations

Monthly statements pass books or reconciliations showing funds on deposit.

Retention: 7 years

30.060 BANKRUPTCY AND FORECLOSURE RECORDS

Records documenting bankruptcies and foreclosures in which the municipality has some kind of a financial interest due to liens, unpaid assessments, unpaid fees or bills, etc.

Retention: 7 years after recovery of money owed or when municipality has no further interest in the proceeding

30.070 BOND ISSUE RECORDS**A. Bond Issue Files**

Records that document the authorization to finance improvements through bonded indebtedness, including bond anticipation notes, industrial development revenue bonds, general obligation bonds, revenue and refunding bonds, water bonds and special improvement bonds; includes correspondence, authorizations supporting financial arrangements, bond ratings, contracts or sales agreements, and sample copies or specimens of bonds.

Retention: 2 years after final payment

B. Bond Issue Proceedings Books

Certified record of proceedings relating to a bond issue, containing specimen (usually original) documents in book form.

Retention: Permanent

C. Bonds, Notes and Coupons Paid

Canceled or redeemed bonds and coupons received from paying agents throughout the lifetime of the bond issue; cancelled upon receipt.

Retention: 1 year after maturity

D. Bond Registers and Ledgers

Used to document the redemption of coupons for bonds. Note: Bond registration and redemption transactions may be handled by a bond registration or paying agent.

Retention: Permanent

30.080 BUDGET RECORDS**A. Budget Document – Final Version**

Final financial plan approved by the governing body for expenditures and records of significant interim revisions made after budget adoption.

Retention: Permanent

B. Budget Work Records

Departmental budget requests or proposals, reports, budget instructions, worksheets, financial projections, preliminary versions of the budget and similar records used in the budget preparation and decision-making process.

Retention: 2 years

30.090 FEE AND RATE SCHEDULES AND SUPPORTING DOCUMENTATION

Fee, charge, fine and rate schedules (not including utility rate schedules) and supporting documentation justifying the determination of amounts; i.e., calculations, methodology for establishing comparisons with other municipalities, projections of revenue based on recommended amounts, etc. See also 30.210.C, *Rate Schedules and Supporting Documentation – Utility Billing*.

Retention: 2 years after revised

30.100 FINANCIAL GUARANTEES

Records relating to escrow accounts, letters of credit, liens, promissory notes and other forms of financial guarantee required to ensure performance, payments or the completion of certain specified actions, such as the completion of projects, required improvements or the payment of delinquent bills or assessments.

Retention: 1 year after expiration, completion of guaranteed action or release

30.110 FRANCHISE RECORDS

Records pertaining to the award, operation or termination of a license or franchise granting the right or privilege to construct, operate or maintain upon, over, under or across the streets or alleys a street railway, electric light plant or system, gasworks, gas plant or system, geothermal system, solar energy system, communication or cable television system, or other similar services and the collection of franchise fees or occupation taxes from franchise holders. [General Reference: CRS 31-32-101]

Retention: 6 years after expiration of franchise and completion of all terms and conditions of the franchise, *except* retain register or other listings of franchises permanently

30.120 GRANT RECORDS

Files pertaining to applications for grants and the administration, monitoring and status of grants.

A. Grants From Municipality

1. Awarded Grants and Supporting Documentation

Documentation of awarded grants, including grant application, grant contracts and agreements, grant reports and other supporting documentation.

Retention: Duration of grant + 6 years

2. Rejected Grants and Supporting Documentation

Documentation of grants that are either rejected by the grantee or not awarded.

Retention: 2 years after rejection or withdrawal

B. Grants to Municipality**1. Awarded Grants**

Documentation of awarded grants, including grant application, grant contracts and agreements, grant reports and other supporting documentation.

Retention: Duration of grant + 6 years unless longer retention period is required by grantor

2. Rejected Grants

Documentation of grants applied for and either rejected by the grantor or not accepted.

Retention: 2 years after rejection or withdrawal

30.130 IMPROVEMENT DISTRICT RECORDS

Records relating to the creation, assessment and operation of general or special improvement districts established for the purpose of making improvements.

Retention: 7 years after improvement district is terminated or all bonds are paid or cancelled, whichever is later

30.140 INVESTMENT RECORDS

Records documenting investments.

A. Investment Instruments

Documentation of certificates of deposit, money market certificates, savings bonds, stocks and bonds, treasury bills and notes and other investments made.

Retention: 7 years after maturity, final payment or disposition

B. Reports – Investment of Funds

Retention: 7 years, provided that audit has been completed

30.150 LEDGERS AND JOURNALS**A. General Ledger**

Year-end summary of receipts and disbursements by account and fund reflecting general financial condition. May include documentation from subsidiary ledgers to general ledger and accounting adjustments in the form of general entries.

Retention: 30 years

B. Journal Entries

Retention: 7 years

C. Subsidiary Ledgers and Journals

Daily, monthly, quarterly or year-end transaction detail providing backup documentation to general ledger.

Retention: 3 years

30.160 LOAN RECORDS

Records of loans to which the municipality is a party.

A. Loans Made by Municipality

Records of loans made to employees or other parties for various purposes; includes loan applications, deeds of trust, promissory notes and other loan paperwork. Examples of loans: employee housing, employee computer purchases, energy assistance housing rehabilitation, etc.

1. Approved Loans

Retention: 7 years after loan is paid

2. Rejected or Withdrawn Loans

Retention: 2 years after rejection or withdrawal

B. Loans to the Municipality

Loans made to finance public improvements or to meet other financial obligations.

1. Approved Loans

Retention: 7 years after loan is paid or as specified by lending agency

2. Rejected or Withdrawn Loans

Retention: 2 years after rejection or withdrawal

30.170 PURCHASING RECORDS

Records pertaining to procurement of services or commodities.

A. Purchasing Records in General

Purchasing control forms, such as purchase orders, purchase requisitions, field purchase orders, vouchers, signature authorizations, etc.; and records of issuance of competitive bid specifications and solicitations, such as requests for proposals or quotations; and similar records.

Retention: 7 years

B. Bids

Bids, quotes and proposals regarding services and commodities.

1. Accepted Bids

Received from successful bidders.

Retention: 7 years after acceptance of bid

2. Rejected/Unsuccessful Bids

Received from unsuccessful bidders.

Retention: 3 years after contract is awarded or PO is issued

3. Unsolicited Bids

Received from bidders without solicitation.

Retention: 1 year after submission

C. Vendor Lists

Listings of vendors, including state bid lists, providing goods and services, usually including names, addresses, phone numbers, description of goods or services provided.

Retention: Until superseded or obsolete

D. Vendor Prequalification Records

Records relating to prequalification of vendors eligible to provide goods and services.

Retention: 3 years

30.180 REBATE PROGRAM RECORDS

Records relating to rebate programs; includes rebate applications, correspondence, and other supporting documentation.

Retention: 2 years after rebate is paid, provided that records have been audited

30.190 TAX COLLECTION RECORDS**A. Colorado Department of Revenue Monthly Revenue Distribution Report**

Report includes account number, name, jurisdiction, filing period, source, tax, penalty, interest, distribution and Department of Revenue interest/days.

Retention: 2 years after completion of audit

B. County Treasurer's Reports

Periodic reports of the County Treasurer regarding taxes collected on behalf of the municipality, interest and fees.

Retention: 3 years

C. Property Tax Records

Records pertaining to the property tax assessment, including mill levy certifications to the County, notices of assessed valuation, abstracts of assessment and registers or listings of property tax assessed.

Retention: Permanent

D. Real Estate Transfer Tax Records

Retention: Follow sales and use tax records retention schedule

E. Sales and Use Tax Records

Records of the collection and administration of sales and use tax.

1. Application

Retention: 3 years after taxpayer ceases to file sales and use tax returns, after settlement for delinquent taxes, or after completion of audit, whichever is later

2. Audits – Sales Tax

Retention: 7 years

3. Delinquent Sales/Use Tax Notices

Retention: 6 years

4. Motor Vehicle Sales Tax Receipts

Retention: 3 years

5. Sales Tax Return Records

Retention: 4 years after filing of the return or settlement for delinquent taxes, whichever is later

6. Transaction Journal/Log

Record of sales and use tax daily transactions.

Retention: 3 years

30.200 TAX REPORTING RECORDS**A. Forms 1098 – Mortgage Interest Statements**

Used to report mortgage interest of \$600 or more received from any individual during the year.

Retention: 3 years

B. Forms 1099R – Reports of Distributions

Used to report distributions from pensions, annuities, retirement or profit-sharing plans, IRAs, insurance contracts (survivor income benefit plans, permanent and total disability payments under life insurance contracts), etc., for each person receiving a distribution of \$10 or more.

Retention: 3 years

30.210 UTILITY BILLING RECORDS

Records relating to the billing of customers for utility services.

A. Account Records

Records of individual customer accounts, including new service orders, trouble orders, billing statements or invoices, adjustments made to accounts, nonpayment billing notices, turn-off orders, security deposit payment and refund records, meter deposit receipts, meter reading exception reports, meter orders and other account records.

Retention: 3 years after account closed or after account is transferred to another customer

B. Meter Records

Records relating to installation or removal of utility service meters and meter readings for utility service.

1. Meter Books, Data or Sheets

Used to record readings of customer's utility usage for billing purposes and to make data comparisons.

Retention: 3 years [18 CFR 125.3 31; maximum demand and demand meter record cards must be retained for 1 year]

2. Meter Location Records

Retention: Until updated

C. Rate Schedules and Supporting Documentation – Utility Billing

Fee and rate schedules and supporting documentation justifying the determination of public utility fees and rates; i.e., calculations, methodology for establishing the fee or rate, comparisons with other municipalities, projections of revenue based on recommended fees or rates, etc.

Retention: 6 years after published rate sheets and schedules are superseded or no longer used to charge for utility services [18 CFR 125.3 30]

Cross References

- Affidavits of publications – 40.020, Affidavits of Publication
- Agreements and contracts – 40.030, Agreements and Contracts
- Bonds – 90.040, Bonds – Public Officials
- Cemetery financial records – 10.030, Cemetery Financial Records
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Employee insurance claims – 90.030.C, Employee Insurance Claim Records
- Insurance records – 105.010, Insurance Records
- Licenses and permits – Schedule 75, Licenses and Permits
- Meter calibration, maintenance and testing – 35.010, Equipment Records – In General
- Payroll records – 90.140, Payroll Records
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Property acquisition and sale – 95.010, Acquisition Records
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- Worksheets – 40.350, Worksheets, Drafts and Other Preliminary Working Material

SCHEDULE NO. 35

FLEET AND EQUIPMENT RECORDS

General Description: Records documenting the operation of vehicles and equipment.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

35.010 EQUIPMENT RECORDS IN GENERAL

Records pertaining to all types of equipment, mechanisms and systems and their maintenance, inspection and repair history, including fire and water detection alarm systems; heating, ventilation, air conditioning (HVAC) systems; disaster warning systems; elevators; sump pumps; power generators; boilers; measuring and weighing devices; tools; office equipment, recording systems; etc. Documentation includes warranties, operating manuals, calibration and testing records, inspections, vehicle registration certificates, titles, bills of sale, etc.

Retention: Until equipment is no longer under municipal control or life of equipment + 1 year and/or after audit, unless another retention period is required by law or specified elsewhere in this Retention Schedule

35.020 FUEL USE RECORDS

Records pertaining to fuel usage, including periodic fuel usage reports.

Retention: 2 years

35.030 MAINTENANCE AND SAFETY RECORDS – VEHICLES AND EQUIPMENT

A. Driver Vehicle Inspection Reports

Vehicle inspection reports and documentation of corrective actions taken to address defects or deficiencies noted during the inspection done by the driver prior to each operation of a commercial motor vehicle. Note: A legible copy of the last vehicle inspection report is to be carried in the vehicle.

Retention: 3 months [49 CFR 396.11]

B. Inspection and Maintenance Documentation

Records pertaining to maintenance and inspections performed for vehicles and equipment, including those records required by State and Federal regulations; includes manufacturer-issued manuals and warranties, inspection reports, vehicle maintenance histories and work orders providing the only available vehicle history. [General Reference: 49 CFR 396.21 requires annual inspection reports of commercial motor vehicles to be retained for 14 months after the inspection where the vehicle is housed or maintained.]

Retention: Until vehicle or equipment is no longer under municipal control or life of vehicle or equipment + 1 year

C. Work Orders

Documentation of requests and authorizations for vehicle and equipment work.

Retention: 2 years, unless work order provides the only available vehicle history, in which case it should be retained for life of vehicle or equipment + 1 year

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Auction records – 30.030.B, Disposition Records
- Communication systems – 55.010, Communication Systems Records
- Computer systems – 55.020, Computer System Records
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Fire department apparatus – 100.050.B, Apparatus Inspection Records
- Insurance – 105.010, Insurance Records
- Inventories – 30.030.C, Inventories
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Purchasing – 30.170, Purchasing Records
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards

SCHEDULE NO. 40**GENERAL ADMINISTRATIVE RECORDS**

General Description: This schedule addresses common records that are found across the organization, such as correspondence, agreements and contracts or project records.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. The **minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

40.010 ADMINISTRATIVE PROCEEDINGS RECORDS

Records of formal administrative proceedings conducted by staff or an administrative hearing officer (possibly subject to appeal to the governing body or the courts) to make administrative rulings or determinations regarding a variety of matters (examples: sales tax exemptions, nuisance abatements, stormwater appeals, minor personnel matters not otherwise covered by the retention manual).

Retention: 3 years after proceeding concludes, provided that all rights of appeal have expired

40.020 AFFIDAVITS OF PUBLICATION

Proof of publication provided by newspapers regarding legal publications. Affidavits of publication are also sometimes known as "legals" or "proofs."

A. Affidavits of Publication – Ordinances

Affidavits of publication of ordinances of a general or permanent nature and those imposing any fine, penalty or forfeiture.

Retention: 6 years or until ordinance is repealed or reenacted, whichever is later

B. Other Affidavits of Publication

Affidavits of publication other than those relating to ordinances.

Retention: 6 years

40.030 AGREEMENTS AND CONTRACTS

Agreements and contracts of various kinds that document some form of agreement that is enforceable by law, including but not limited to intergovernmental agreements, memoranda of understanding, franchise agreements, lease agreements, professional services agreements, cancelled agreements and contracts, etc. See also 40.230.A, *Activities and Events – Short-Term Agreements, Contracts and Supporting Documentation*.

Retention: 6 years after expiration or cancellation, fulfillment of all terms of agreement or contract or resolution of any disputes, whichever is later, provided that audit has been completed and agreement or contract no longer has any binding effect; *except* prior to destruction, evaluate for continuing legal, administrative or historical value

40.040 AWARDS AND HONORS

Awards and honors received from various public or private sources.

Retention: Until no longer useful

40.050 CALENDARS

Records for routine planning and scheduling of meetings, appointments and similar activities; includes calendars, appointment books, diaries and similar records with routine content.

Retention: Until no longer needed for reference

40.060 CHARTERS AND SUPPORTING DOCUMENTATION

A. Charter Proceedings

Records relating to the adoption, amendment or repeal of Home Rule Charters or provisions of the Charter, including records of Charter conventions and not including Charter initiative petitions.

Retention: Permanent

B. Charters – Published

Governing documents for Home Rule Municipalities published separately or as part of the municipal code book.

Retention: Permanent [**Important Note:** Charters are considered to be essential municipal records, and the State Archives therefore recommends that the "record" copy be retained in paper format.]

40.070 CODE BOOK RECORDS

A. Codes Adopted by Reference

Includes model traffic code, uniform and international building and construction codes, fire codes and supplements to such codes, and other similar codes adopted by ordinance.

Retention: Permanent

B. Codifications/Supplements

All compilations of ordinances codified into a Municipal Code book and all supplements containing amendments to the initially adopted Code.

Retention: Permanent

40.080 COMMITTEES – INTERNAL

Records of committees, task forces or similar groups composed of members of the staff that meet on an ongoing basis or that are set up for specific purposes. Examples include management teams, technology teams, policy teams, employee safety committees, budget strategy teams, etc.

A. Ongoing Committees

Retention: 3 years, provided that records have no enduring value

B. Special Committees

Retention: Until work of committee concludes, provided that records have no enduring value

40.090 COMPLAINTS, ROUTINE SERVICE REQUESTS AND NONBINDING PETITIONS

Communications that convey objections, dissatisfaction or disagreement with actions or positions taken or not taken; routine requests for service or information; and petitions with no legal effect that are submitted to express the opinions of the signers.

Retention: 2 years after response or action or 2 years if no response or action is required

40.100 CORRESPONDENCE AND GENERAL DOCUMENTATION

Correspondence is a written communication that is sent or received via the U.S. mail, private courier, facsimile transmission or electronic mail, including letters, postcards, memoranda, notes, telecommunications and any other form of written communications. The term *general documentation* is intended to cover a wide variety of records created in the normal course of business.

A. Enduring Long-Term Value

Documentation or correspondence, including e-mail messages, with lasting long-term administrative, policy, legal, fiscal, historical or research value; records that relate to policy issues and actions or activities in which an important precedent is set; records of historic events; and other similar records and documentation.

Retention: Permanent

B. Routine Value

Routing operating documentation or correspondence with limited administrative, legal, fiscal, historical, informational or statistical value. Includes routine e-mail messages, letters or memoranda, reading or chronological files that contain duplicates of memos or letters also filed elsewhere, routine requests for information, transmittal documents, etc.

Retention: 2 years

C. Transitory Value

General documentation or correspondence of extremely short-term value, including advertisements, drafts and worksheets, desk notes, copies of materials circulated for informational "read only" purposes, other records, including e-mail messages, with preliminary or short-term informational value.

Retention: Until material has been read

40.105 DONOR RECORDS

Records relating to cash and material donations for municipal use. Note: Donations of materials or records to museums, local history collections, or similar repositories are covered in 70.020 Museum and Other Repository Records. Records relating to donations of vehicles or equipment are covered in 35.010 Equipment Records in General.

Retention: Until donated item is no longer under municipal control or life of donated item + 1 year and/or after audit, unless another retention period is specified elsewhere in this retention schedule.

40.110 EVENT RECORDS

Records pertaining to promotion and organization of special and historic community events or celebrations in which the municipality has a role, such as festivals, fairs, rodeos, 4th of July celebrations, pioneer days, holiday display lighting, etc.

Retention: 2 years after event concludes

40.120 EXTERNAL GROUPS AND AGENCIES

Records such as meeting agendas and minutes, studies and reports and other material provided for courtesy or informational purposes from associations, organizations, groups and agencies that are not part of the municipal organization but which have some form of association or relationship with the municipality.

Retention: Until no longer needed

40.130 FORMS – BLANK

Blank forms are not considered to be records and should be separated from the records. However, a master forms file may be maintained to track the evolution of the form and instructions regarding use of the form.

Retention: Until superseded, *except* retain 1 copy permanently if master forms file is maintained

40.140 HOUSEKEEPING FILES

Records of a general housekeeping nature that do not relate directly to the primary program responsibility of the office. Includes records such as charity fund drives, office parties, copies of custodial service requests, parking space assignments, telephone and fax logs, etc.

Retention: Until no longer needed for reference

40.150 INTELLECTUAL PROPERTY RECORDS

Records relating to copyrights, trademarks, service marks, seals, logos, taglines and other similar intellectual property.

Retention: Permanent

40.160 LEGISLATION AND REGULATORY ACTIONS – EXTERNAL

Records such as review copies of proposed or adopted state or federal bills, legislation or regulations; notices of proposed rulemaking by federal or state agencies, etc.

Retention: Until no longer needed for reference

40.170 MAILING AND DISTRIBUTION RECORDS**A. Envelopes**

Envelopes that contained communications.

Retention: Dispose of immediately, unless needed as documentation of mailing and receipt dates

B. Mailing Record

Documentation of mailing dates, content of mailings, mailing and distribution lists for specific mailings; certified or registered mail return receipts; etc.

Retention: 2 years

C. Meeting Notification Lists

Listings of persons who, within the previous 2 years, have requested advance notification of all meetings or meetings with specific content. [CRS 24-6-402(7)]

Retention: Until updated

D. Undeliverable Mailings

Mailings (excluding mailed ballots) returned as undeliverable.

Retention: 1 year after matter referenced in mailing is concluded

40.180 MAPS, DRAWINGS AND SUPPORTING DOCUMENTATION

Final versions of architectural, cartographic or other visual representations, such as maps, drawings, renderings, charts, photomaps, field survey notes, architectural and engineering drawings; "as built" drawings of facilities; plats and plans; boundary maps, zoning district maps; USGS topographical maps of the area; other similar documents; and indexes or other finding aids.

Retention: Permanent

40.190 MAPS – INFORMATIONAL

Maps that are acquired from external sources and are used for reference and informational purposes, such as county maps.

Retention: Until superseded or no longer needed for reference

40.200 OPEN RECORDS REQUESTS AND SUPPORTING DOCUMENTATION

Formal requests for records submitted in accordance with state law and supporting documentation relating to the response to or denial of the request. Note: Supporting documentation includes material such as follow-up correspondence relating to the open records request and does not include the records that are the subject of the open records request.

Retention: 2 years after request is answered

40.210 ORGANIZATION FILES

Records that document the incorporation of the municipal corporation or statutory or home rule status and those that contain organization charts, reorganization studies and similar information about organizational structure or legal status.

Retention: Permanent [**Important Note**: Incorporation papers are considered to be essential municipal records, and the State Archives therefore recommends that the "record" copy be retained in paper format.]

40.220 POLICIES AND PROCEDURES DOCUMENTATION

Written directives, instructions, rules and guidelines documenting policies and procedures, including departmental or organization-wide directives or orders, policy or operations manuals, instruction manuals, handbooks and memoranda setting out responsibilities and guidelines or outlining policies and procedures.

A. Clerical or Other Routine Manuals

Retention: 2 years after superseded or obsolete

B. Policies and Procedures and Supporting Documentation

Documentation, including written materials such as personnel policy manuals and standard operating procedures, that have long-term value in determining current and past policies or procedures in liability cases, personnel disputes and other circumstances; includes supporting documentation relating to the development, formulation, establishment, rationale, approval and implementation of such policies and procedures.

Retention: Permanent

40.230 PROGRAM RECORDS

Records pertaining to program development and ongoing or special events or activities held at facilities.

A. Activities and Events – Short-Term Agreements, Contracts and Supporting Documentation

Contracts, agreements and supporting documentation relating to entertainment, sporting events, performances, shows, displays of artwork, vendors and concessions, facility or park usage, room rentals, equipment rentals and similar activities and events that have a duration of less than one (1) year.

Retention: 2 years after activity or event, provided that audit has been completed

B. Facility and Program Use Records

Records relating to registration and admission to programs, annual or seasonal passes for recreational programs, program and event descriptions, etc.

Retention: 2 years after use, provided that audit has been completed

C. Liability Waivers

Forms signed by program participants to release the municipality from any liability related to various activities.

Retention: 3 years

D. Incident Reports

Reports of incidents that may happen during the course of programs, events, activities, etc., that are exceptions to the normal course of business, such as rescue, accident or injury incident reports.

Retention: 3 years

E. Program Development Records

Records with long-term value documenting the establishment, evolution and rationale for programs. Examples of "programs" include transmission line undergrounding program, neighborhood watch program, energy efficiency program, graffiti removal program, spring clean-up program, pothole patrol program, sister city program and similar coordinated activities.

Retention: Permanent

40.240 PROJECT FILES**A. Capital Project Files**

Records of capital projects, professional services relating to capital improvements and projects relating to the design, engineering, construction, major repair, renovation or demolition of structures, buildings, facilities, bridges, streets and roadways, utility system features, public works, parks, stormwater and storm drainage facilities, dams and reservoirs, other water projects, fiber optics and communication structures and other infrastructure. Project files may include documentation such as final project reports, specifications and contract documents, certificates of insurance, project-related permits and licenses issued by other entities, notices to proceed and of final settlement, project pay estimates, change orders and correspondence and general documentation. [General Reference: CRS 24-16-105; project cost records are to be retained for 6 years after project completion.]

Retention: 6 years after replacement, demolition or transfer of the improvement to another entity, *except* that routine material may be purged when eligible for destruction under this Retention Schedule and *except* that, prior to destruction, records must be evaluated for continuing legal, administrative or historical value

B. Project Bonds

1. Labor and Materials Bonds

Surety or other types of bonds received from contractors to guarantee payment by the contractor to workers, subcontractors and suppliers.

Retention: 6 years after expiration or project completion, whichever is later

2. Performance and Payment Bonds

Surety or other types of bonds received from contractors to guarantee performance and payments for projects.

Retention: 2 years after expiration of warranty period or project completion, whichever is later

C. Project Control Files

Contain routine memoranda, preliminary reports and other general documentation and records documenting assignments and the progress of projects. Note: Does not include *final* reports, which are to be retained as part of the project file (see 40.240.A, *Activities and Events – Short-Term Agreements, Contracts and Supporting Documentation*).

Retention: 1 year after project is closed

40.250 PUBLIC RELATIONS RECORDS

A. Lobbying Records

Records of official positions and lobbying efforts with regard to state or federal legislation or ballot measures, lobbyist registrations, municipality's written reviews, analyses or positions regarding legislation or regulations, etc.

Retention: 4 years, *except* that resolutions adopting legislative positions are permanent

B. News Releases

1. Releases – Policy or Historical Value

Prepared statements or announcements issued to the news media announcing events, new programs, program changes or termination, major shifts in policy and changes in officials or senior administrative personnel.

Retention: Permanent

2. Releases – Routine

Prepared statements or announcements of routine events, activities, etc.

Retention: 3 years

C. Speeches and Public Comments

Recorded speeches, addresses, and comments of public officials representing the municipality at public venues, such as state of the city addresses. Includes only those with significant historical value, in any format, including paper, videotape, motion picture or tape recordings.

Retention: Permanent

40.260 PUBLICATIONS

Material that has long-term historical or research value produced for wide internal or external distribution, including annual reports, brochures, pamphlets, leaflets, newsletters, instructional materials and similar materials.

Retention: Permanent

40.270 RECORDS FINDING AIDS

Manual or automated indexes, lists, registers and other finding aids designed to make it easier to locate pertinent files or information.

Retention: Life of the record for which the finding aid is designed to facilitate use and retrieval

40.280 REFERENCE FILES

Non-record copies of articles, periodicals, reports, studies, vendor catalogs and similar materials that are needed for reference and information but are not considered part of the office's records.

Retention: Until no longer needed for reference

40.290 REPORTS

Written reports regarding operations or activities.

A. Annual Reports

Summary annual reports on primary activities and accomplishments for the previous year; may include statistics, narrative reports, graphs and diagrams.

Retention: Permanent

B. Daily Reports

Reports documenting daily activities.

Retention: 2 years

C. Monthly Reports

Reports on activities and accomplishments for the previous month.

Retention: 2 years

D. Quarterly Reports

Reports on activities and accomplishments for the previous three months.

Retention: 3 years

E. Weekly Reports

Reports on activities and accomplishments for the previous week.

Retention: 2 years

40.300 RETENTION SCHEDULES AND COMPLIANCE CERTIFICATES

Authorizations for the retention or disposition of records issued by the Colorado State Archives and certificates or other records of authorized destruction of records.

Retention: Permanent

40.310 RULES, REGULATIONS AND STANDARDS

Documentation of rules, regulations, standards and similar guidelines and requirements. Examples include building regulations and standards, subdivision and zoning regulations, cemetery rules and regulations, streetscape standards, street and sidewalk construction standards, water and sewer line installation standards, mobile home standards, etc.

Retention: Permanent

40.320 SPECIAL DISTRICT RECORDS

Records pertaining to water, sanitation, flood control, urban drainage, metropolitan, airport, library, museum, fire, ambulance and other special districts that provide services, including service area plans, boundary maps, service agreements, intergovernmental agreements, memoranda of understanding, other agreements and contracts, and supporting documentation.

Retention: 6 years after agreement no longer has any binding effect, then evaluate for continuing value prior to destruction

40.330 STUDIES, PLANS AND REPORTS

Documents providing detailed examinations of specific topics of interest to the municipality. Examples include feasibility studies, planning and land use studies, basin plans, capital projects reports, transportation system plans, master street plans and similar documents that have long-term reference or historical value. Studies, plans and reports prepared by or on behalf of other entities, and which include information of interest to the municipality, should be evaluated for long-term reference or historical value.

Retention: Permanent

40.340 SURVEYS CONDUCTED BY MUNICIPALITIES

Broad surveys, conducted by the municipality or a contractor on behalf of the municipality, that have enduring value and community-wide scope and significance, such as (but not limited to) community opinion surveys regarding municipal services or long-range planning initiatives.

A. Compilations

Retention: Permanent

B. Survey Responses

Retention: 2 years after compilation is complete

C. Routine

Retention: Until no longer needed.

40.350 WORKSHEETS, DRAFTS AND OTHER PRELIMINARY WORKING MATERIAL

Documents such as rough notes, calculations or drafts assembled or created and used to prepare or analyze other documents; records of a preliminary or working nature which do not represent significant steps in the preparation of the final version of documents; draft or working material relating to a matter that is never completed; includes informal notes, preliminary drafts of letters, memoranda, reports, computer or printer output used to verify information entered into a computer and not considered to be a final copy, etc.

Retention: Until no longer needed

Cross References

- Electronic records – 55.040, Electronic Records in General
- Information technology projects – 55.060, Project Records – Information Technology and Communication Systems
- Licenses and permits – Schedule 75, Licenses and Permits
- Minutes – 20.060, Minutes and Supporting Documentation; 45.090, Minutes and Supporting Documentation
- News clippings – 50.050, Newspapers and News Clippings – Local; 50.080, Scrapbooks

SCHEDULE NO. 45

GOVERNING BODY RECORDS

General Description: Records regarding the composition, operation, proceedings and enactments of the governing body (Board of Trustees, City or Town Council).

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. The **minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

45.010 AGENDAS AND SUPPORTING DOCUMENTATION

Listings showing date, time and locations of official meetings and agenda order of items to be discussed. Supporting documentation includes material such as agenda item summaries and documentation explaining the rationale for staff recommendations, presenting financial or background information or the history of agenda items.

Retention: Permanent

45.020 APPOINTMENTS

Applications and other documentation regarding the filling of interim governing body vacancies by appointment.

Retention: 2 years after term of appointment ends

45.030 BYLAWS

Documents adopted by the governing body to set out guidelines regarding operation of the governing body.

Retention: Permanent

45.040 COMMITTEE RECORDS – GOVERNING BODY

Records of ongoing and ad hoc committees made up of only governing body members. Examples of committees include finance or budget committee, ethics committee, legislative affairs committee, etc.

Retention: Follow retention periods set forth for comparable records of governing body (i.e., agendas, minutes, notices of meetings, recordings, etc.)

45.050 GOALS AND WORK PLANS

Formally adopted strategic plans or policy agendas.

Retention: Permanent

45.060 GOVERNING BODY AS ANOTHER DECISION-MAKING BODY

Records of the governing body constituted and convened as another decision-making body, such as the Board of Directors of a general improvement district, the Enterprise Board of Directors for a water or wastewater utility enterprise, a Housing Authority, an Urban Renewal Authority, etc.

Retention: Follow retention periods set forth for comparable records of governing body (i.e., agendas, minutes, notices of meetings, recordings, etc.)

45.070 LIST OF MEMBERS

Listings of individuals appointed or elected to the governing body or as Mayor, dates of service, last known address and similar information.

Retention: Permanent for cumulative lists; until superseded for lists of current members

45.080 MEMBER RECORDS

A. Conflict of Interest Disclosure Statements

Statements of perceived conflicts of interest filed by members of the governing body.

Retention: 2 years after service ends or conflict of interest no longer exists

B. Councilmember Files

Files documenting the service dates of members of the governing body, including appointments to various committees and bodies, resignations, facsimile signature certificates (if any), etc.

Retention: Permanent

C. Financial Disclosure Statements

Statements of financial interest filed by members of the governing body.

Retention: 2 years after service ends

D. Oaths of Office

Oaths of office taken and subscribed to by elected or appointed officials at the time of assuming office. [CRS 31-4-401]

Retention: 2 years after term expires

45.090 MINUTES AND SUPPORTING DOCUMENTATION

Official record of the proceedings of the governing body and supporting documentation of a substantive nature such as exhibits referenced in the minutes.

Retention: Permanent, provided that routine material submitted at meetings may be destroyed after 2 years as long as summary description is included in the minutes [Important Note: Minutes of the governing body are considered to be essential municipal records, and the State Archives therefore recommends that the "record" copy be retained in paper format.]

45.100 NOTES TAKEN AT MEETINGS

Handwritten or other notes made at meetings to facilitate meeting follow-up or the preparation of meeting minutes.

Retention: Until meeting minutes are approved

45.110 NOTICES OF MEETINGS

Documentation of compliance with laws requiring posting, mailing, publication or other distribution of public notice of meetings.

Retention: 2 years

45.120 ORDINANCES AND SUPPORTING DOCUMENTATION

Legislative enactments of the governing body adopted to enact a local law, amend the municipal code or take other legislative actions such as annexing property, appropriating funds, vacating streets, etc.; supporting documentation includes agenda item summaries and other documentation explaining the rationale for staff recommendations or presenting financial or background information or the history of the ordinance.

Retention: Permanent

45.130 PROCLAMATIONS

Documents issued by the Mayor to proclaim support for municipal or community events, activities, programs or in connection with dedications or other ceremonial occasions, etc.

Retention: Permanent

45.140 RECORDINGS OF MEETINGS

Audio or video recordings of official meetings used to prepare minutes or transcripts of the meeting.

A. Executive Sessions

Retention: 90 days after meeting [CRS 24-6-402(2)(d.5)(II)(E)]

B. Open Meetings

Retention: 6 months after approval of minutes

C. Study Sessions

Retention: 6 months after meeting

45.150 REMOVAL FROM OFFICE – INITIATED BY GOVERNING BODY

Records of removal of members from office for cause by majority vote of the governing body, including hearing notices, correspondence, transcripts of proceedings, findings and records relating to any follow-up proceedings. [CRS 31-4-307]

Retention: 3 years after removal vote, provided that findings are recorded in the minutes

45.160 RESOLUTIONS AND SUPPORTING DOCUMENTATION

Enactments of the governing body which are not legislative in nature and which may be used for various types of approvals, policy statements, statements of position and similar actions; supporting documentation includes agenda item summaries and other documentation explaining the rationale for staff recommendations or presenting financial or background information or the history of the resolution.

Retention: Permanent

Cross References

- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards

SCHEDULE NO. 50**HISTORIC PRESERVATION RECORDS**

General Description: Records that have historical importance as documentation and evidence of the origins and evolution of the municipality and community and records that have value beyond their original reasons for creation. **Note:** Contact State Archives for assistance in historical records appraisal.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

50.010 ARCHAEOLOGICAL AND HISTORICAL SITE RECORDS

Records relating to archaeological and historical sites.

Retention: Permanent [**Important Note:** The State Archives recommends that the "record" copy of historical records be retained in paper format.]

50.020 COMMUNITY AND MUNICIPAL HISTORIES

Narrative histories of the municipality and community prepared for reference and informational purposes.

Retention: Permanent [**Important Note:** The State Archives recommends that the "record" copy of historical records be retained in paper format.]

50.030 COMMUNITY RECORDS

Significant historical records (often fragmentary) of early community groups, businesses and prominent individuals.

Retention: Permanent [**Important Note:** The State Archives recommends that the "record" copy of historical records be retained in paper format.]

50.040 LANDMARK AND HISTORIC DESIGNATION

Records relating to local, state or federal historic designations for buildings, structures or districts and preservation of historic structures. Includes records relating to approved state tax credits for historic properties, historical structure or district surveys, historical designation applications whether approved or not approved, historic designation research files, drawings, etc.

Retention: Permanent

50.050 NEWSPAPERS AND NEWS CLIPPINGS – LOCAL

Newspapers or news clippings that have been preserved for reference or informational purposes.

Retention: Not considered to be a record; however, older collections of local newspapers or news clippings may have historical interest to Colorado Historical Society, local historical society or other historic preservation groups

50.060 PHOTOGRAPHIC RECORDS WITH HISTORICAL VALUE

Photographs, negatives, prints, digital images, slides, archival slide shows with sound tracks, videos and motion pictures of historical interest.

Retention: Permanent [**Important Note:** The State Archives recommends that the "record" copy of historical records be retained in the original format.]

50.070 RECORDS OLDER THAN 1900

Municipal (or other) records of any type dated prior to 1900 that may have historical or archival value.

Retention: Permanent if determined to have historical or archival value [**Important Note:** The State Archives recommends that the "record" copy of historical records be retained in paper format.]

50.080 SCRAPBOOKS

Collections of photographs, newspaper clippings and other items pertaining to the municipality in a scrapbook or album.

Retention: Permanent [**Important Note:** The State Archives recommends that the "record" copy of historical records be retained in paper format.]

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards

SCHEDULE NO. 55**INFORMATION TECHNOLOGY AND
COMMUNICATION SYSTEMS RECORDS**

General Description: Records relating to computer, information technology and communication systems operations.

No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.

**** Electronic Records in General:** Retention is based on content, retain for the retention period for specific type of Record. See also, Appendix G – Preservation of Records.

<Amended 8/16>

55.010 COMMUNICATION AND TECHNOLOGY SYSTEMS RECORDS

Records relating to the installation, operation, and maintenance of communication and computer systems and software. Also see 75.030 B., Licenses, Permits, Supporting Documentation – Issued to the Municipality.

A. Access Control and Security Records

Records required to establish and maintain computer security, including: access requests, authorizations, encryption keys, journals, password documentation, reports, system access logs and other access control records.

1. System Access Logs

Retention: 6 months

2. All Other Access Control/Security Records

Retention: Delete when no longer administratively useful

B. Computer Audit Reports

Completed to determine compliance with policies relating to software and electronic records management.

Retention: Until subsequent audit is completed

C. Computer Backup Records**1. Computer Backup Documentation**

Documentation related to how and when regular computer records backups are completed.

Retention: 1 year after superseded or obsolete

2. Computer Contingency Backup

Records recorded on electronic media consisting of copies of programs or instructions necessary to retrieve copied information and data identical in physical format to a master file or database and retained in case the master file or database is damaged or inadvertently erased.

Retention: Retain off-site until replaced or superseded

D. Computer Hardware and Software Documentation

Written documentation necessary to operate computer equipment or programs and to access or retrieve stored information or data. Documentation may be in paper or electronic formats and may include: flowcharts, hardware specifications, maintenance requirements, operation and user manuals, system change records, records of rights to use software, source codes, etc.

Retention: Until computer equipment or software is no longer needed to retrieve or store data

E. Computer System Maintenance Records

Documentation of maintenance of computer systems and components needed to ensure compliance with warranties or service contracts, schedule regular maintenance and diagnose system or component problems. Includes: component maintenance records, computer equipment inventories, failure logs, hardware performance reports, invoices (copies), maintenance contracts (copies), warranties, etc.

Retention: Life of system

F. Computer System Program Records

Documentation pertaining to development, installation, modification, troubleshooting, operation and removal of software from computer systems; records required to plan, develop, operate, maintain and use electronic records; and technical specifications, file specifications, code books, record layouts, flowcharts, job control language, operating instructions, user guides, system overviews, output specifications, migration plans and other records pertaining to systems operations.

Retention: Until superseded or no longer needed to retrieve or read data and information that is stored electronically

G. Computer System Test Records

Electronic files or reports created in the monitoring and testing of system quality and performance, as well as related documents for the electronic files/records.

Retention: Delete or destroy when no longer administratively useful

H. Network and Fiber Optics Records

Documentation of the wiring of the computer network system, including blueprints, diagrams and drawings of layout and installations of fiber optics, computer networks, cables, computer equipment connections and similar documentation.

Retention: Until superseded

I. System Usage Records

Electronic files created to monitor system usage, including *call detail and telephone usage records*, log-in files, audit trail files, cost-back files used to assess charges for system use, system-created or vendor-originated logs documenting various aspects of information technology systems operations. See also 75.030 B., *Licenses, Permits, Supporting Documentation – Issued to the Municipality*.

Retention: Until system capacity is exceeded

J. User Data – Communication Systems

Includes the following types of electronic data: cap codes, electronic records of users, extension and pager numbers, service providers, VOIP user records, etc.

Retention: Until superseded

55.020 Reserved

55.030 DISASTER PREPAREDNESS AND RECOVERY PLANS – IT

Documents the protection and reestablishment of data processing services and equipment in case of a disaster; includes: checklists, emergency contact information and procedures.

Retention: Until superseded by revised plan

55.040 Reserved

55.050 ELECTRONICALLY STORED INFORMATION (ESI) DATA MAPS

Diagrams of computer systems and associated narrative information explaining the locations and context of the information stored within the computer systems, used for electronic discovery purposes.

Retention: Until superseded

55.060 PROJECT RECORDS – INFORMATION TECHNOLOGY AND COMMUNICATION SYSTEMS

Project records relating to the planning, development, design, selection, acquisition, installation, management, modification, conversion, upgrade and replacement of communications, computer and information systems technology; project files may include: analyses, assessments, evaluations, reports and studies; correspondence and project notes; project charters, plans, planning and development records, project team and vendor meeting records; user requirements, specifications, drawings, standards, architecture and design; quality assurance testing reports, statistics and coverage requirements; issues logs; and other project records and documentation.

A. Implemented Systems

Retention: Until superseded

B. Systems not Implemented

Retention: 3 years

55.070 TELEVISION SYSTEM RECORDS – MUNICIPALLY OPERATED

A Programming Records

Scheduling and programming records for the television system.

Retention: 2 years

B. Television System Records

Records relating to the operation and maintenance of the television system technology. See also 55.010.C, Licenses – Communication Systems

Retention: Life of system + 1 year

55.080 WEBSITE AND INTRANET RECORDS

A group of World Wide Web or internal web pages containing hyperlinks to each other and made available online for responding to public inquiries and providing information.

A. Access Reports and Use Tracking Logs – Website and Intranet

Reports tracking hits to the website or intranet by internal and external sources.

Retention: 2 years

B. Development and Evolution Records – Web Pages

Documentation of development and changes to the website or intranet web pages.

1. Web Pages and Related Scripts – Internet and Extranet – Home Pages and Indexes

Retention: 10 years for superseded pages and 2 years for informational only pages

2. Intranet Web Pages Designed for Internal Access to Information

Retention: Delete when no longer useful

C. Page Design Records – Web Pages

Style guide for web page design.

Retention: Until superseded or until no longer needed for reference

*** CMCA Records Committee will be re-examining the retention of websites.*

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Communication tower permits – 75.020.F, Permits Issued by the Municipality in General
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Inventories – 30.030.C, Inventories
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards

SCHEDULE NO. 60

INFRASTRUCTURE RECORDS

General Description: Records pertaining to basic infrastructure and underlying public works services and systems.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

60.010 ELECTRIC SERVICE

Records relating to the provision of electric service. Note: NERC refers to the North American Electric Reliability Council.

A. Critical Asset Records

Lists of identified critical assets and documentation of the risk-based assessment methodology used to determine critical assets.

Retention: 2 years, in addition to records of last audit [NERC CIP-002-3]

B. Dispatch and Scheduling Records

1. Daily Dispatch Logs

Retention: 3 years [NERC IRO-004-2]

2. Disturbance Records

Records relating to outages, surges, etc.

a. Disturbance Data and Audits

Retention: 3 years [NERC PRC-018-1]

b. Final Disturbance Report

Retention: 7 years, then evaluate for continuing value

3. Operating Procedures

Written operating procedures for real-time actions to be taken during normal and emergency conditions to ensure stable and reliable operation of bulk electric system.

Retention: Permanent [NERC PER-001-0.1]

4. Special or Periodic Reports and Risk Assessment on Service Interruptions

Retention: 3 years [NERC IRO-004-2]

5. System Operating Logs

Retention: 3 years [NERC IRO-004-2]

C. Energy Efficiency Program Records

Records relating to services provided to customers under energy efficiency or conservation programs; includes applications, agreements, review reports, correspondence, data collection records, spreadsheets, etc.

Retention: 4 years after expiration [18 CFR 125.3.29]

D. Engineering Records and Supporting Documentation

Final as-built drawings, system schematics, shop drawings, diagrams showing layouts, designs, plans, patterns and configuration for systems and equipment; engineering studies, plans and reports; maps, diagrams, profiles, photographs, drawings and supporting documentation showing locations of utility production, transmission and distribution facilities as constructed or as proposed; soil condition reports; survey field books documenting survey methodologies and activities; topographic surveys; and similar records.

Retention: Life of facility [18 CFR 125.2, 18 CFR 125.3.21]

E. Maintenance Work Orders

Cost estimates, work order sheets, summaries of expenditures on maintenance, job orders and clearances.

Retention: 5 years [18 CFR 125.3.15]

F. Power System Accounting and Billing Records**1. Deviation Reports – Summaries of System Changes**

Retention: 3 years [NERC IRO-004-2]

2. OASIS (Open Access Same-Time Information System) Records**a. Audit Data**

Data relating to OASIS postings for available transmission capability (ATC) and total transmission capability (TTC), agreed-upon transmission service transactions, agreed-upon ancillary service transactions, denied requests for transmission service and curtailed or interrupted transactions.

Retention: Must be made publicly available upon request for download for 5 years from date posted, in same electronic form used when originally posted on OASIS [18 CFR 37.7(b)]

b. Data Used to Calculate ATC and TTC

Calculated for any constrained posted paths, including limiting element(s) and the cause of the limit; e.g., thermal, voltage, stability.

Retention: 6 months [18 CFR 37.6(b)(2)(ii), NERC IRO-004-2]

3. Surplus Sales Records

Retention: 3 years [NERC IRO-004-2]

4. System Control and Data Acquisition (SCADA) Records**a. Data – Hourly and One-Minute**

Retention: 4 months

b. Disturbance Records – Outages, Surges, etc.**1) Final Disturbance Reports**

Retention: 7 years, then evaluate for continuing value

2) Preliminary Information

Request forms, notifications, investigations, preliminary disturbance reports, etc.

Retention: Until final disturbance report is completed

3) System Disturbance History (Summary)

Retention: Permanent

G. Production Records**1. Boiler Tube Failure Report**

Retention: 3 years [18 CFR 125.3 13.1(a)]

2. Gauge Reading Reports

Retention: 2 years [18 CFR 125.3 13.1(f)]

3. Generation and Output Logs and Supporting Data

Retention: 3 years [18 CFR 125.3 13.1(b)]

4. Generating High-Tension and Low-Tension Load Records

Retention: 3 years [18 CFR 125.3 13.1(d)]

5. Load Curves, Temperature Logs, Coal and Water Logs

Retention: 3 years [18 CFR 125.3 13.1(d)(e), NERC IRO-004-2]

6. Recording Implementation Charts

Retention: 1 year [18 CFR 125.3 13.1(g)]

7. Station and System Generation Reports and Clearance Logs (Steam and Other)

Retention: 6 years [18 CFR 125.3 13.1(c)]

H. Regulatory Reports

Reports to federal and state regulatory commissions, including annual financial, operating and statistical reports.

Retention: 5 years [18 CFR 125.3 41]

I. System Planning Records**1. Emergency Operations Plans and Supporting Documentation**

Emergency load reduction plans and other plans to address insufficient generating capacity, transmission system, load shedding, system restoration, mitigation of operating emergencies, training programs, restoration plans, testing of communications and other aspects of the plans, verification results for the current approved restoration plan, implementation strategies for disturbances, resynchronization data, records of participation in all requested drills, exercises or simulations, backstart resource agreements, etc.

Retention: 3 years and until completion of compliance audit [NERC EOP-001-2, NERC EOP-005-2]

2. Reliability Impact Assessments, System Studies and Supporting Documentation

System studies and assessments of new facilities and connections on the interconnected transmission systems (potential interface and other operating limits; i.e., overloaded transmission lines and transformers, voltage and stability limits) ensuring that bulk electric system can be operated reliably in anticipated normal and contingency event conditions; data needed for system studies and reliability assessments; critical facility status, load, generation, operating reserve projections, known interchange transactions, transmission data, generation data, balancing authority demand, area control error and frequency, etc.; action plans for reconfiguration of transmission system, re-dispatching of generation, reduction or curtailment of interchange transactions reducing load to return transmission loading to acceptable levels or levels.

Retention: 3 years [NERC IRO-004-2, NERC FAC-002-1]

3. System Planning Studies

Specific network impact studies performed for customers, includes listings of system planning studies posed on OASIS.

Retention: 5 years [18 CFR 37.6(b)(2)(iii), NERC FAC-002-1]

J. Transmission and Distribution Records

Substation and transmission equipment and operation records, including maintenance, operation, inspection and testing records for substations and the transmission system.

1. Equipment History Records

Maintenance histories, operation, inspection and testing records for batteries, gas breakers, hot sticks and grounds, insulators, oil breakers, relays and similar equipment; includes transformer inspections, oil tests, etc.

Retention: 5 years

2. Exception Reports

Apparatus failure reports, interruption logs and reports, transmission line trouble reports, etc.

Retention: 6 years

3. Lightning and Storm Data

Retention: Until no longer needed for reference

4. Meter Change-Out Reports

Received from substation crews when they work on meters.

Retention: 3 years [NERC FAC-002-1, NERC IRO-004-2, NERC PRC-005-1]

5. PCB Transformer Records**a. PCB Disposal Logs**

Retention: At least 3 years after facility ceases using or storing PCBs [40 CFR 761.180]

b. PCB Spill Cleanup and Decontamination Records

Retention: 5 years [40 CFR 761.125(b)(3)]

c. PCB Transformer Inspection and Maintenance History

Retention: 3 years after disposal [40 CFR 761.30(a)(1)(xii)]

6. Pole Tower and Transformer History Records

Retention: Life of pole, tower or transformer [Transformers: 18 CFR 125.2 14(c)]

7. Relay Settings for Substations

Documentation of types, settings, input and output, substation location, etc.

Retention: Until superseded

8. Substation and Transmission Line Logs

Retention: 3 years [18 CFR 125.3 14(a)]

9. Substation Compliance Reports

Annual NERC reports – general inspection and operating tests.

Retention: 3 years

10. Switching Records (Substation)

Retention: 3 years [NERC IRO-004-2]

11. System Operator's Daily Logs and Reports of Operation

Retention: 3 years [18 CFR 125.3 14(b)]

12. Vegetation Management Records

Quarterly program reports and tree trimming around transmission lines and substations.

Retention: 5 years [NERC FAC-003-1]

60.020 LOCATE REQUESTS

Records of utility and infrastructure locate requests.

Retention: 90 days after locate is completed or determined to be responsibility of another jurisdiction

60.030 SOLID WASTE MANAGEMENT

Records pertaining to landfills, recycling centers and solid waste management.

A. Dump or Trip Tickets

Receipts for loads hauled to landfills or recycling centers.

Retention: 3 years

B. Landfill Locations

Records documenting the locations of current and past landfills and dumps.

Retention: Permanent

C. Landfill and Recycling Operations [Reserved]**60.040 STORMWATER DRAINAGE SYSTEM RECORDS**

Records relating to the management of stormwater run-off and drainage, flooding and storm drainage basins.

A. Basin, Floodway and Flooding Records

Records documenting the existence of designated and recognized stormwater basins and floodways, including maps and drawings depicting locations, FEMA flood insurance rate maps and records documenting the locations, extent and levels of flooding and mitigation efforts.

Retention: Permanent

B. Weather Observation Records

Data and reports relating to weather conditions impacting the stormwater system.

Retention: Permanent for compilations and 5 years for raw data

C. Wetlands Management

Records relating to protection and management of wetlands on municipal property or rights-of-way.

Retention: Permanent for preserved wetlands or 30 years after removal and fill

60.050 STREET AND TRAFFIC OPERATIONS RECORDS

Records documenting the ongoing street system and traffic flow operations.

A. Asphalt Testing Records

Records relating to asphalt testing; may include asphalt samples and analytical reports.

Retention: 5 years

B. Bridge Inspections and Maintenance

Records of bridge inspections, inventory, changes to bridges, maintenance and summary reports to the State or other agencies. [23 CFR 650.305, 23 CFR 650.311]

Retention: 2 years after bridge is removed from service

C. Event Records – Traffic Impacts

Records documenting preparation for and implementation of traffic changes related to special events such as parades, motorcades and demonstrations, including street closures, traffic rerouting, barricades, signal timing changes and other similar variations.

Retention: 2 years after event

D. High Accident Locations

Records documenting accidents at locations that have a relatively high accident rate.

Retention: 6 years

E. Naming and Renaming of Streets

Records relating to naming and changes of names of streets and roadways.

Retention: Permanent

F. Street Address Number Records

Records pertaining to street closings, assignment and alteration of street names and house numbers, and similar records providing official control of the naming and numbering of streets and addresses.

Retention: Permanent

G. Street Cleaning and Sweeping Records

Retention: 3 years

H. Street Engineering Records

Records documenting the layout and planning of streets, intersections and sidewalks, establishment of grades, street and intersection design and alignment, benchmarks and monumentation, street and drainage problem histories and similar records of long-term significance.

Retention: Permanent

I. Street System Records

Documentation filed on or before December 31, 1953, with the State Department of Transportation certifying the total mileage of streets in the street system, certification of adoption and a map of the arterial street system, and documentation of subsequent changes in total mileage and arterial mileage shown in an annual report. [CRS 43-2-125 and 43-2-132]

Retention: Permanent

J. Traffic Congestion Monitoring Records

Records relating to scheduled or random traffic counts and traffic congestion monitoring, including automated or manual traffic counts and video recordings of traffic flow.

Retention: 6 years

K. Traffic Marking, Timing and Signalization Files

Records and data documenting traffic signal timing, traffic marking and signalization and construction zone, crosswalk parking and no parking zones, snow route, speed zone and truck route designations.

Retention: 2 years after superseded

L. Weather Observation Records

Data and reports relating to weather conditions impacting street and traffic operations.

Retention: Permanent for compilations and 5 years for raw data

60.060 TRANSPORTATION SYSTEM RECORDS**A. Airport Operations Records [Reserved]****B. Railroad Systems Records**

Records pertaining to railroad systems, routes, regulations and rights-of-way.

Retention: Permanent

C. Transportation Services Records

Records pertaining to the overall operation of transportation systems that serve residents, such as airline, light rail, taxicab service, bus system and paratransit service; includes municipal approvals for PUC licenses, route maps and similar records relating to the operation of the service.

Retention: 6 years

60.070 VACATIONS – STREET, ALLEY AND RIGHT-OF-WAY

Records pertaining to the formal abandonment or vacation of previously dedicated streets, alleys and public rights-of-way or easements.

Retention: Permanent

60.080 WATER AND SEWER DISTRIBUTION AND STORAGE SYSTEM RECORDS

Records relating to the operation of the water and sewer distribution and storage systems.

A. Cross-Connection Control Survey Records

Documentation of monitoring of potential or actual water system health hazards from pollution entering water pipes from other pipes, including address, description of protection, corrections made, etc.

Retention: 1 year after disconnection or 10 years, whichever is later

B. Sewer Inspection and Testing Records

Records of inspections and testing to locate problems and defects so that corrective measures can be taken.

1. Sewer Test Records

Documentation of smoke, X-ray and other tests undertaken to verify hookup to main sewer lines, check condition of pipes or determine effectiveness of backflow prevention devices.

Retention: 5 years after completion of test

2. Video Inspection Records

Records of video inspections to locate problems and defects so that corrective measures can be taken.

Retention: Until after next video inspection, then evaluate prior to destruction of records to determine ongoing value

C. Tap Permits and Connection Records

Records regarding the application for and issuance of water and sewer tap permits and connections between specific properties and the utility systems, including those for inside and outside users.

Retention: 2 years after disconnection

1. Disconnection Records

Retention: Permanent

D. Valve Records

Records documenting installation, locations and maintenance of valves in the water and sewer systems.

1. Locations

Retention: Permanent

2. Maintenance and Repair

Retention: 2 years

3. Specifications

Retention: Until valve is permanently removed from service

E. Water Consumption Reports

Compilations of statistics documenting daily water consumption.

1. Annual Reports

Retention: Permanent

2. Information Summarized in Annual Reports

Retention: 2 years

F. Water Distribution and Production System Records**1. Analysis of System**

Retention: 3 years

2. Reports – Distribution and Production Systems

Retention: Permanent

3. Water Line Maintenance and Repair Records

Documentation of maintenance and repair of water lines.

a. Records Requiring Engineering Stamp

Retention: 2 years after water line permanently removed from service

b. Other Records

Retention: 2 years

4. Water Pressure Measurements

Retention: 6 years

5. Water Storage Inspection Reports

Retention: 6 years

6. Water System Inspection and Testing Records**a. Video Inspection Records**

Records of video inspections to locate problems and defects so that corrective measures can be taken.

Retention: Until superseded, replaced or revised, then evaluate prior to destruction of records to determine ongoing value

b. Water System Test Records

Documentation of tests undertaken to verify connections, check condition of pipes, etc.

Retention: 5 years after completion of test

7. Water Use Restriction and Conservation Records**a. Notices of Restrictions**

Notices of water use restrictions imposed because of restrictions on water supply.

Retention: 2 years

b. Variance Records

Records of variances for individual property owners to the watering restrictions.

Retention: Until expiration of variance

c. Water Conservation Records

Records of activities that promote and coordinate the efficient use of water resources; i.e., educational and outreach efforts, reports, etc.

Retention: 5 years, then evaluate for continuing value prior to destruction of records

60.090 WATER AND SEWER TREATMENT SYSTEM RECORDS

Records relating to the treatment of water or sewage.

A. Analytical Reports

Records relating to analysis of samples taken from various locations throughout the system and from raw and processed sources of supply.

1. Bacteriological and Microbiological Analysis

Samples collected for laboratory testing for various contaminants that are naturally present in the environment; includes sewage plant composite sampling records, weekly sewage tests, etc.

Retention: 5 years [40 CFR 141.33]

2. Chemical and Radiological Analysis

Verifications of water quality at various sampling points to determine the presence of chemicals and radionuclides from the decay of natural and manmade deposits and the erosion of natural deposits.

Retention: 10 years [40 CFR 141.33]

3. Lead and Copper Analysis

Tests to determine the levels of lead and copper resulting from the corrosion of household plumbing systems, the erosion of natural deposits and leaching from wood preservatives; includes sampling data and analyses, reports, surveys, letters, evaluations, schedules, state determinations, etc.

Retention: 12 years [40 CFR 141.91]

4. Secondary Contaminants Analysis

Tests to determine the levels of inorganic and volatile organic contaminants.

Retention: 10 years [40 CFR 141.33]

5. Turbidity Analysis

Documentation of analysis of water samples to determine level of cloudiness caused by suspended particles resulting from soil runoff.

Retention: 5 years [40 CFR 141.33]

6. Water Test Standards

Standards for water testing.

Retention: 5 years after superseded

B. Annual Reports

Reports created on annual basis, including national primary drinking water consumer confidence reports delivered to consumers, documenting water and wastewater treatment operations.

Retention: Permanent

C. Corrective Actions – Noncompliance

Documentation of actions to correct violations of primary drinking water regulations.

Retention: 3 years after last action regarding violation [40 CFR 141.33]

D. Discharge Permits and Monitoring

Documentation of pollution and effluent discharged from wastewater treatment facilities and reports submitted in conjunction with permit compliance; permits issued under the Clean Water Act by the Colorado Department of Health or Environmental Protection Agency/ National Pollution Discharge Elimination System (NPDES) for discharge of treated sewage under controlled conditions.

1. Inspection Records

Documentation of annual inspections of wastewater treatment operations to monitor compliance with NPDES permit conditions.

Retention: 5 years

2. Odor Complaints

Retention: 3 years

3. Permits and Supporting Documentation

Retention: 5 years after expiration, cancellation, revocation or denial

E. Industrial Pretreatment Permits

Permits and permit modifications issued to private industries allowing the discharge of specific pollutants under controlled conditions.

Retention: 5 years after expiration, cancellation, revocation or denial

F. Operational Reports**1. Chlorination Reports**

Retention: 10 years

2. Filter Plant Logs

Daily information regarding plant operations.

Retention: 5 years

3. Plant Capacity Records

Retention: 2 years

4. Sand Trap Inspections

Retention: Life of sand trap

G. Sanitary Surveys of System

Studies, surveys or reports examining the overall sanitary condition of water and wastewater systems and any communications regarding the sanitary survey.

Retention: 10 years after completion of sanitary survey [40 CFR 141.33]

H. Sludge Application Records

Documentation of placement of approved sites and the surface application of sewage sludge to approved sites.

1. Domestic Septage Application

Retention: 5 years [40 CFR 503.17]

2. Permits and Supporting Documentation

Retention: 5 years after expiration, cancellation, revocation or denial

3. Preparation and Application of Sludge

Records relating to preparation of sewage sludge and the application of sewage sludge to approved sites, including certifications of concentration of pollutants, pathogen requirements and management practices.

Retention: 5 years [40 CFR 503.17]

4. Surface Disposal Site Placement

Records retained by the municipality of sewage sludge placed on surface disposal sites, including name and address of persons who prepare the sludge, name and address of the landowner or lease holder, site location, an explanation of why the sludge must remain on the site for longer than two years before final use or disposal, and an estimate of when final disposal will take place.

Retention: As long as sewage sludge remains on land [40 CFR 503.20]

I. Variances and Exemptions

Retention: 5 years after expiration [40 CFR 141.33]

60.100 WATER SOURCE OF SUPPLY RECORDS

Records pertaining to source of supply of raw (untreated) water, including records relating to adjudication, acquisition, dedication and transfer of water shares and water resources and records relating to the water storage system. **[Important Note:** Water rights records are considered to be essential municipal records, and the State Archives therefore recommends that the "record" copy be retained in paper format.]

A. Acquisition, Sale and Transfer Records

Records relating to acquisition, sale or transfer of water rights, including water acquisition agreements, dedication of water rights by developers to meet development requirements, court proceedings, water decrees, allotment contracts, temporary use permits and other similar transactions.

Retention: Permanent, *except* that water offers are to be retained until accepted or rejected **[Important Note:** Water rights records are considered to be essential municipal records, and the State Archives therefore recommends that the "record" copy be retained in paper format.]

B. Dam Monitoring and Inspection Records

Dam safety inspections and monitoring data and reports.

Retention: Life of dam + 1 year

C. Ditch Records

Records relating to gauging station and visual monitoring of ditch flows and conditions.

Retention: Life of ditch + 1 year

D. River and Stream Records**1. Flow Measurements**

Data reported to the State Engineer's Office regarding water flows, collected from recording stations in streams or wells.

Retention: 1 year

2. Hydrologic Data – Rivers and Streams

Raw data collected from field gauging stations established to monitor diverted river and stream flows.

Retention: 5 years, provided that data is compiled into report that is retained permanently

3. Surface Water Rights Records

Augmentation plans, river flow observations, adjudication of priorities of use and similar records relating to surface water rights.

Retention: Permanent [**Important Note:** Water rights records are considered to be essential municipal records, and the State Archives therefore recommends that the "record" copy be retained in paper format.]

E. Underground Water Rights and Supply

Records relating to underground aquifers, water wells and similar records.

Retention: Permanent [**Important Note:** Water rights records are considered to be essential municipal records, and the State Archives therefore recommends that the "record" copy be retained in paper format.]

F. Water Decree Accounting

Records retained as required by the State Engineer or Water Court to track the use of water under a decree.

Retention: Permanent [**Important Note:** Water rights records are considered to be essential municipal records, and the State Archives therefore recommends that the "record" copy be retained in paper format.]

G. Water Rental or Leasing Records

Records relating to water stock assessments and seasonal rental of surplus irrigation water.

Retention: 6 years

H. Water Stock Certificates

Documents issued by water companies as proof of an ownership interest in the company.

Retention: Until sale or transfer of stock

I. Weather Records**1. Weather Modification Records**

Records of cloud seeding projects.

Retention: Permanent

2. Weather Observation Records

Reports on weather, river, snow pack and climatological observations affecting water supply.

Retention: Permanent for data compilations and 5 years for raw data

J. Well Records

Records pertaining to location, adjudication, permit applications, drilling, installation, testing, use and abandonment of water wells for municipal use.

Retention: Permanent [**Important Note:** Water rights records are considered to be essential municipal records, and the State Archives therefore recommends that the "record" copy be retained in paper format.]

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Annexation review records – 65.010, Annexation Case Files
- Communication infrastructure – Schedule 55, Information Technology and Communication Systems Records
- Communication systems franchises – 30.110, Franchise Records
- Complaints – 40.090, Complaints, Routine Service Requests and Nonbinding Petitions
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Development review records – 65.030, Development Case Files
- Easements – 95.030, Easements and Rights-of-Way and Supporting Documentation
- Emergency plans – 100.040, Emergency Planning and Response
- Encroachments – 75.020.G, Permits to Work in Public Way
- Enterprise board records – 45.060, Governing Body as Another Decision-Making Body
- Equipment calibration, maintenance and testing – 35.010, Equipment Records in General
- Fee collection – 30.020, Accounts Receivable (A/R) Records
- Franchises – 30.110, Franchise Records
- Hazardous waste – 25.020, Hazardous Waste Storage and Transport Records
- Impact fees – 30.020, Accounts Receivable (A/R) Records
- Improvement districts – 30.130, Improvement District Records
- Landfill monitoring – 25.010, Environmental Monitoring and Reviews
- Maps and drawings – 40.180, Maps, Drawings and Supporting Documentation
- Metering records – 30.210.B, Meter Records
- Plans – 40.330, Studies, Plans and Reports
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Projects – 40.240, Project Files
- Rebate programs – 30.180, Rebate Program Records
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- Studies – 40.330, Studies, Plans and Reports
- Traffic code – 40.070.A, Codes Adopted by Reference
- Training and operator records – 90.070, Employee Records – Active and Terminated
- Utility billing – 30.210, Utility Billing
- Water and sanitation district records – 40.320, Special District Records

SCHEDULE NO. 65**LAND USE AND PLANNING RECORDS**

General Description: Records pertaining to annexations, developments, land uses and planning and land use regulation.

No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.

65.010 ANNEXATION CASE FILES

Records documenting the annexation of areas or the disapproval of annexations, including annexation petitions, annexation agreements, copies of annexing and zoning ordinances, annexation maps, permanent correspondence, departmental review of various impacts of the annexation (traffic, utility, financial, support services, environmental), etc. See also 15.150.A, *Annexation and Deannexation Election Petitions*.

A. *Approved*

Retention: Permanent, *except* that obsolete nonpermanent correspondence and documentation may be purged in accordance with this Retention Schedule

B. *Not Approved*

Retention: 5 years after disapproval

65.020 CENSUS AND POPULATION RECORDS**A. *Census and Population Data (Historical)***

Summary population estimates, statistics and municipal census surveys.

Retention: Permanent

B. *Census Forms and Reports*

Copies of U.S. Census Bureau forms and voluntary surveys on government employment and local government tax revenues, used to meet the requirements for Federal Revenue Sharing and to make financial information available to the public; annual survey of government employees, boundary and annexation survey and similar reports.

Retention: 3 years

65.030 DEVELOPMENT CASE FILES

Records pertaining to developments, including accessory use reviews, conceptual reviews, conditional use reviews, master plans, nonconforming use reviews, overall development plans, permitted use reviews, planned unit developments, site plans, site specific development plans, minor subdivisions, replats, resubdivisions, special use reviews, vacations of plats and plans, and similar projects; includes departmental review of various aspects of development proposals (traffic, utilities, financial, environmental) and documentation of vested property rights.

A. *Approved*

Retention: Permanent, *except* that obsolete nonpermanent correspondence and documentation may be purged in accordance with this Retention Schedule

B. *Not Approved*

Retention: 2 years after disapproval

65.040 ECONOMIC DEVELOPMENT RECORDS**A. *Economic Development Incentives***

Records relating to economic incentives or waivers provided to companies locating in the municipality.

Retention: 7 years after company goes out of business or leaves jurisdiction

B. *Enterprise Zone Records*

Records documenting the creation and management of enterprise zones in conjunction with other jurisdictions to encourage business growth by providing tax, permit and regulatory relief to development within the zone.

1. *Summary Reports*

Retention: Permanent

2. *Other Enterprise Zone Records*

Retention: 4 years after zone designation expires

65.050 REFERRALS FROM OTHER JURISDICTIONS

Advisory deliberations from the County or other jurisdictions for review and recommendation.

A. *Direct Interest to the Municipality*

Retention: 6 years, provided that it is reviewed for ongoing value before destroying

B. *Other Referrals*

Retention: Until no longer needed for reference

65.060 VARIANCE AND EXEMPTION CASE FILES

Records pertaining to approval of variances to code requirements, such as setback and parking requirements, requested by property owners and developers due to hardships and circumstances outside of their control.

Retention: 10 years after expiration, revocation or discontinuance of use

65.070 VIOLATIONS – LAND USE CODE**A. Land Use Violations**

Records of violations of land use or related codes.

Retention: 3 years after file is closed

B. Nuisance Abatement Records

Records documenting enforcement of local provisions designed to abate nuisances such as overgrown weeds and grass, abandoned vehicles, junk and trash and other nuisances.

Retention: 2 years after last action or final payment

65.080 ZONING RECORDS

Records pertaining to the initial zoning of property upon annexation or the subsequent rezoning of property, including correspondence of enduring value, ordinances, zoning maps, petitions, zoning certificates and similar records.

Retention: Permanent, *except* that obsolete nonpermanent correspondence and documentation may be purged in accordance with this Retention Schedule

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Code enforcement – 85.030.B, Code Enforcement Cases and Other Municipal Ordinance Cases
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Fee receipts – 30.020, Accounts Receivable (A/R) Records
- Floodplain records – 60.040, Stormwater Drainage System Records
- Hazardous waste - 25.020, Hazardous Waste Storage and Transport Records
- Planning studies, plans and reports – 40.330, Studies, Plans and Reports
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- Special districts – 40.320, Special District Records

SCHEDULE NO. 70**LIBRARY, MUSEUM AND OTHER REPOSITORY RECORDS**

General Description: Records relating to the municipality in general, libraries, museums, local history collections, and other municipal entities collecting cultural materials.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. The **minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

70.010 LIBRARY RECORDS

Records pertaining to the operation of a municipal library. [CRS 24-90-109]

A. Catalogs

Finding aids in card or computer form that provide patrons with access to library holdings.

Retention: Until superseded

B. Gift Register

Retention: Permanent

C. Interlibrary Loan Transactions/Reciprocal Borrowing Sheets

Retention: 3 years

D. Patrons' Registration Forms

Retention: 6 years

E. User Records

Records of use of specific library materials by individual patron. [CRS 24-90-119 addresses privacy of library user records]

Retention: 3 years

70.020 MUSEUM AND OTHER REPOSITORY RECORDS

Records documenting the acquisition and ownership of materials in museums, local history collections, other cultural entities or the municipality in general that acquire artifacts, historical records, artwork, etc.; including: raw (untouched) image files of collected materials, records of

donations or other acquisitions of cultural materials; temporary custody forms documenting chain of custody of materials loaned to the repository or loaned to other repositories; and deaccession records documenting the removal of materials from the collection.

Retention: Permanent

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Board of trustees records – Schedule 20, Entities Appointed by Municipality
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Fee collections – 30.020, Accounts Receivable (A/R) Records
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Purchasing records – 30.170, Purchasing Records
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards

SCHEDULE NO. 75**LICENSES AND PERMITS**

General Description: Records pertaining to the review, investigation, approval, issuance, renewal, denial, suspension or revocation of licenses and permits.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

75.010 BONDS – LICENSES AND PERMITS

Bonds required before a license or permit can be issued or renewed.

Retention: 6 years after expiration

75.020 LICENSES AND PERMITS – ISSUED BY THE MUNICIPALITY

Licenses or permits to own or use something, do something or carry on a business.

A. Alcohol Beverage Licensing and Permit Records

Application and supporting materials relating to issuance, renewal, transfer, suspension or revocation of licenses for establishments that sell alcohol beverages.

1. License and Permit Files

Records relating to applications and renewals for all types of beer and liquor licenses, special events and temporary permits, including initial municipal and state application forms; change of corporate or trade name form; change of location permit; modification of premises; floor diagram; individual history forms; manager's registration and changes of manager forms; certificates of incorporation or good standing; record of payment of fees; record of posting of premises; neighborhood petitions; boundary maps; ownership records including lists of officers, stockholders and directors, partnership agreements, articles of organization, operating agreements, certificates of authority, and corporate changes; show-cause or administrative hearing records and records of revocation or suspension; and other background materials.

Retention: 2 years after establishment ceases operation or after final denial, expiration, revocation, termination or transfer of license or permit, *except* that any background materials that will also apply to transferred license should be retained from original license file and that any obsolete material may be purged when replaced with updated information

2. Special Events Licenses

Application and supporting documentation for special events licenses.

Retention: 3 years after event

B. Contractor's Licenses/Registrations

Licenses issued locally to contractors to authorize them to do business as builders, general contractors, or contractors for installation or work on specific types of systems. Note: The State of Colorado issues plumbing contractor registrations pursuant to CRS 12-58-105 and electrician registrations pursuant to CRS 12-23-105.

Retention: 6 years [CRS 13-80-104]

C. Licenses Issued by the Municipality in General

Licensing records, including application, proof of payment, copies of license certificates issued, proof of insurance, approval forms from reviewing departments and similar documentation for licenses, including (but not limited to) those for animals, amusement devices, auctioneers, bicycles, carnivals, cemetery contractors, circuses, dance halls, home occupations, house movers, massage therapists, oil and gas well drilling, pest control, refuse haulers, secondhand dealers, security guards, shooting galleries, sexually oriented businesses, sign contractors, slaughterhouses, taxi and limousine drivers, theaters, transient vendors, tree trimming, vendors and peddlers, etc.

Retention: 2 years after expiration, revocation, denial or termination of licensed activity

D. Medical Marijuana Licensing Records**1. License Files**

Records relating to local licenses to distribute, transmit, give, dispense, cultivate or otherwise provide marijuana in accordance with Section 14 of Article XVIII of the Colorado Constitution; includes business license applications and supporting documentation, such as owner identity information, applicant criminal history investigations, business plans, lighting plans, information on where plants will be cultivated, zoning approvals, security arrangements, signage plans, etc.

Retention: 2 years after establishment ceases operation or after final denial, expiration, revocation, termination or transfer of license, *except* that any background materials that will also apply to transferred license should be retained from original license file and that any obsolete material may be purged when replaced with updated information

2. Patient Registry Information

Confidential records made known to local governments relating to the identity of individuals applying for a medical marijuana registry card through the CDPHE. [CRS 18-188-406.3, CRS 25-1.5-106, 5 CCR 1006-2]

Retention: Until no longer needed for reference

E. Pawnbroker Licensing Records**1. License Files**

Records relating to applications for licenses, record of payment of fees, background investigation material, etc.

Retention: 2 years after expiration, revocation, denial or termination

2. Pawn Records

Records received from pawn shops to track the acquisition and sale of pawned property, including declarations of ownership.

Retention: 2 years after transaction

F. Permits Issued by the Municipality in General

Records including applications, proof of payment and insurance coverage and other supporting documentation for permits issued to allow specific activities; includes (but is not limited to) permits for alarm system installation, banners, billboards, boats on municipal lakes, burning of refuse, candles and open flames in public places, cemetery monument placement, communication towers, concealed weapons, excavation, explosives, facility use, fence installation, fireworks and pyrotechnical displays, flammable or combustible liquids storage or sale, gas and oil drilling structures, grading, guard dogs, home occupations, house moving, hunting, landscaping, loudspeakers, odor control, parking, parades and assemblies, right-of-way planting, signs, special events or uses, spray booths, tents or canopies, tree trimming or removal, watering, etc.

Retention: 2 years after expiration, revocation, denial or termination of permitted use

G. Permits to Work in Public Way

Encroachment permits, revocable permits, street cut permits, public right-of-way permits or other permits issued for permanent, indefinite or temporary trespass on, under or over the public right-of-way (streets, sidewalks, adjacent public right-of-way or publicly owned property); for private use or construction to place improvements, communications, utility or other installations or temporary uses in the public way, such as demolitions, excavations, street cuts, blasting, crane operations, barricade installations, concrete construction (curb, gutter, sidewalks) or the moving of heavy equipment; supporting documentation includes applications, maps and drawings, proof of insurance, departmental reviews, approvals, etc.

Retention: 3 years after permit expiration, revocation or discontinuance of use and after expiration of any warranties for activity or work done in public way

H. Work-Related Permits**1. Confined Space Entry Permits**

Issued to document the completion of required safety measures for employees to work in confined spaces, such as tanks, storage bins, hoppers, vaults and pits with limited or restricted means of entry or exit.

Retention: At least 1 year after cancellation [29 CFR 1910.146(e)(6)]

2. Hot Work and Open Flame Work Permits

Issued by employer for employees to conduct hot and open flame work, such as electric or gas welding, cutting, brazing or similar flame or spark-producing operations, in or near hazardous chemicals or substances possessing toxic, reactive, flammable or explosive properties.

Retention: Until completion of work [29 CFR 1910.119(k)(2)]

75.030 LICENSES , PERMITS AND SUPPORTING DOCUMENTATION – ISSUED TO THE MUNICIPALITY

Applications and supporting documentation for licenses or permits issued by other entities as evidence that the municipality is allowed to undertake some type of activity for which a license or permit is required.

A. Childcare Facility Licensing Records

Records relating to municipally operated childcare facilities at recreation centers or other facilities; includes license applications and supporting documentation; records relating to the admission, progress, health and discharge of children; complaints; criminal history checks and other records of personnel and volunteers; fire and health inspections, reports to the State; critical incident reports; etc.

Retention: 3 years [CRS 26-6-101, et seq., 12 CCR 2509-8, Rule 7.701]

B. Licenses and Permits Issued to Municipality in General

License or permit records, including applications and supporting documentation, as well as certificates issued by other agencies, such as for State sales tax license, withholding tax registration, State certificate of exemption, etc.

Retention: 2 years after expiration

75.040 REGISTERS – LICENSES AND PERMITS

Records, listings or logs of licenses or permits, including contact lists and listings of active licenses and permits.

Retention: Until superseded

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Building and demolition permits – 05.030, Building and Demolition Permits
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Industrial pretreatment permits – 60.090.E, Industrial Pretreatment Permits
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- Sales tax licenses – 30.190.E, Sales and Use Tax Records
- Sewer tap permits – 60.080.C, Tap Permits and Connection Records
- Sign permits – 75.020.F, Permits Issued by the Municipality in General
- Sludge application permits – 60.090.H, Sludge Application Records
- Underground storage tank permits – 25.050, Storage Tanks – Regulated Substances
- Water tap permits – 60.080.C, Tap Permits and Connection Records

SCHEDULE NO. 80**LITIGATION AND LEGAL COUNSEL RECORDS**

General Description: Records pertaining to claims, lawsuits and advice received from legal counsel.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

80.010 CLAIMS**A. Claim Notifications**

Records of notifications of claims regarding potential lawsuits that are forwarded to legal counsel and/or the insurance carrier.

Retention: 6 years after closure of claim

B. Medical Records – Personal Injury Claims

Medical records that provide supporting documentation needed for resolution of personal injury claims.

Retention: Until claim is resolved, then evaluate for continuing value prior to destruction

80.020 CRIMINAL CASE FILES

Files used by prosecutors to conduct trials against persons charged with criminal misdemeanors, including citations, police reports, driving records, complaints, subpoenas, motions, judgments and related records.

Retention: 2 years after case is closed

80.030 LEGAL COMMUNICATIONS

Communications and legal advisory opinions written by legal counsel to give advice regarding the legality or legal consequences of various courses of action and to present the basis and rationale for legal recommendations.

A. Enduring Long-Term Value

Legal counsel communications that have long-term administrative, policy, legal, fiscal, historical, informational, reference or research value.

Retention: Permanent

B. Routine Value

Routine legal counsel communications that contain no long-term significant administrative policy, legal, fiscal, historical, informational, reference or research value.

Retention: 2 years, then evaluate prior to destruction to determine that there is no further value

80.040 LITIGATION CASE RECORDS

Civil case files documenting pending and closed cases, including legal documents, notes, reports, background material, settlement records and other documentation created in handling of claims, legal disputes, civil actions and regulatory proceedings. These records include complaints, summonses, investigations, reports, attorney's notes, photographs, orders and judgments, dispositions, pleadings, court decisions, court proceedings and research material.

Retention: 6 years after case closed, dismissed or date of last action or thereafter until legal counsel determines that there is no further reference or historical value

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Billings to outside legal counsel – 30.010, Accounts Payable (A/P) Records
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Garnishments – 90.140.A, Basis of Pay
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Risk management – Schedule 105, Risk Management
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards

SCHEDULE NO. 85**MUNICIPAL COURT RECORDS**

General Description: Records pertaining to the administration and operations of the municipal court.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

85.010 APPEAL RECORDS

Records related to municipal court decisions appealed to higher courts.

A. Appeal Decisions

Rulings of higher court's decision on appeals.

1. General Ordinance

Retention: 4 years

2. Traffic

Includes cases with or without outstanding judgment/warrant (OJ/W) liens.

Retention: 4 years

B. Appeal Transcripts

Transcripts of proceedings prepared for appeals of decisions to higher courts.

Retention: 30 days after all rights of appeal have expired, if not perfected, or 4 years upon decision rendered by higher court

85.020 BONDS AND SUPPORTING DOCUMENTATION – COURT

Bonds held for legal proceedings and supporting documentation; includes appeal bonds, cash bonds, personal recognizance bond, surety bonds, etc.

Retention: 4 years after final dispensation

85.030 CASE FILES

Records containing summonses and complaints issued for appearances in municipal court and supporting documentation such as subpoenas, citations, notices, letters, other court-issued instruments, forms, plea offers, payments plans, etc. Note: A case file is considered to be "closed" upon judgment or when all appeal rights have expired.

A. Animal Cases

Retention: 4 years after closed

B. Code Enforcement Cases and Other Municipal Ordinance Cases

Cases relating to enforcement of Code provisions relating to matters such as sales tax, abatements or fire, safety and building codes.

Retention: 4 years after closed

C. Misdemeanor Cases

Retention: 4 years after closed

D. Parking Cases

Retention: 2 years after closed

E. Traffic Cases

Cases with or without outstanding judgment/warrant (OJ/W) liens.

Retention: 4 years after closed

F. Voided Summonses

Retention: 2 years

85.040 DOCKET SHEETS

Rosters and listings of court cases to be heard and dates and times set for court appearances.

Retention: 2 years, *except* retain those older than 1920 permanently

85.050 EVIDENCE

Admitted evidence.

Retention: 30 days after all rights to appeal have expired, then as appropriate return to law enforcement agency or property owner or destroy

85.060 JURY RECORDS

Records relating to selection and oversight of jurors, rosters of persons selected to serve on juries, jury summonses and instructions regarding service on the jury.

Retention: 2 years after closed

85.070 PROBATION FILES

Probation terms and conditions, reports and supporting documentation kept by probation officer or department (separate from case file).

Retention: 2 years after closed

85.080 RECORDINGS OF COURT PROCEEDINGS

Audio or video recordings made of proceedings before the municipal court.

Retention: 6 months after judgment is entered, provided that all rights of appeal have expired

85.090 REGISTERS AND INDEXES

Alphabetical or numerical indexes or registers of municipal court cases and transactions.

A. Index or Register of Cases

Retention: 4 years

B. Index or Register of Deferred Sentences

Retention: 6 months after case closed, provided that rights of appeal have expired

C. Index or Register of Warrants

Retention: 6 months after case closed, provided that rights of appeal have expired

D. Registers – Monthly

Retention: 6 months after case closed

85.100 WARRANTS**A. Search Warrants**

An official authorization issued by the court to enter and search a building or property.

Retention: 4 years from filing date and/or closed or recalled, unless placed in case file or introduced as exhibit

B. Warrants for Arrest or Detainment

Orders issued by the court for the arrest or detainment of an individual.

Retention: 2 years after closed or recalled

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Bank records for court-maintained accounts – 30.050, Bank Records
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Fines and charges receipts – 30.020, Accounts Receivable (A/R) Records
- Fines and charges schedules – 30.090, Fees and Rates Schedules and Supporting Documentation
- Judges' records – Schedule 90, Personnel Records
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards

SCHEDULE NO. 90**PERSONNEL RECORDS**

General Description: Records relating to the hiring, employment, safety, benefits, compensation, retirement and termination of employees.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. The **minimum** retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic). Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy. <Amended 8/16>*

90.010 AFFIRMATIVE ACTION RECORDS

Records relating to compliance with federal affirmative action requirements.

A. Affirmative Action Plan

Retention: 2 years after superseded

B. Report EEO-1

Employer information reports made by all municipalities with more than 100 employees.

Retention: Copy of most current report must be available [29 CFR 1602.12]

C. Report EEO-4

Records submitted to the Equal Employment Opportunity Commission (EEOC) documenting compliance with EEOC requirements by municipalities with 15 or more employees.

Retention: 3 years [29 CFR 1602.32]

D. Requests for Reasonable Accommodations

Requests for reasonable accommodations in hiring or employment.

Retention: 2 years [29 CFR 1602.31]

90.020 AGREEMENTS AND CONTRACTS – EMPLOYMENT

Individual employment contracts or where contracts or agreements are not in writing, a written memorandum summarizing the terms.

Retention: 3 years after expiration [29 CFR 516.5]

90.030 BENEFIT RECORDS

Records pertaining to fringe benefits, insurance coverage and benefit plans for employees.

A. Benefit Plans

Documentation relating to employee health, dental, vision and other insurance plans; Social Security, pension, deferred compensation, Individual Retirement Accounts, money purchase plans, retirement and similar plans; including a benefit plan description and/or a summary benefit plan description.

Retention: Full period that plan or system is in effect (i.e., as long as anyone is still covered under the plan), plus 1 year after termination of plan [29 CFR 1627.3]

B. Benefit Reports

Reports detailing the status of employee benefits, such as the amount of flex time remaining.

Retention: 3 years

C. Employee Insurance Claim Records

Reports pertaining to employee claims for medical, dental, long-term disability and other insurance coverage.

Retention: 3 years after claim is closed and all rights of appeal have expired

D. Plan Basis

Records providing the basis for all required plan descriptions and reports necessary to certify the information, including vouchers, worksheets, receipts, applicable resolutions.

Retention: Not less than 6 years after filing date of documents [29 USC 1027]

90.040 BONDS – PUBLIC OFFICIALS

Fidelity, surety, blanket or other bonds intended to guarantee honest and faithful performance of officials. [CRS 31-4-219, CRS 31-4-401]

Retention: 6 years after bond expires

90.050 COLLECTIVE BARGAINING RECORDS

Agreements resulting from collective bargaining negotiations and supporting documentation such as general correspondence; records relating to the selection of negotiators, mediators and arbitrators; negotiation session agendas, notes, recordings and summaries, etc.

Retention: 3 years after expiration of collective bargaining agreement [29 CFR 516.5]

90.060 DRIVER'S LICENSE VERIFICATIONS

Records of periodic checks by the municipality that employees have the appropriate valid drivers' licenses.

Retention: Until superseded

90.070 EMPLOYEE RECORDS – ACTIVE AND TERMINATED

Documentation of an individual employee's work history maintained because of the employer-employee relationship, such as records pertaining to age, current or last-known address, telephone number and social security number; notices of appointment; tuition reimbursement;

classification questionnaires; commendations; disciplinary and personnel actions and supporting documentation, including hiring, evaluation, demotion, promotion, layoff, selection for training or apprenticeships, transfer, resignation and termination or involuntary termination; delegations of authority and work assignments; emergency notification forms; oaths of office; job-related training documentation; individual safety training records, performance evaluations; salary documentation; beneficiary designations; selection of benefit or insurance plans (such as pension plans or cafeteria or flex benefits); records relating to COBRA continuation of health insurance coverage; etc. [General Reference: CRS 24-72-202(4.5)]. Note: Medical records are to be retained separately in accordance with federal law. For employee medical records, see 90.110.B, *Employee Medical Records in General*.

Retention: 10 years after retirement or separation, provided that records that are updated periodically may be destroyed when superseded and that medical records relating to hazardous material exposure are retained 30 years after separation

Departmental employee records: Consult with custodian of record copy of employee records regarding proper transfer or disposal of departmental employee records upon termination of employment

90.080 EMPLOYEE RECORDS – TEMPORARY AND SEASONAL

Records and documentation relating to employment of temporary and seasonal employees, *except* for payroll and fiscal information.

Retention: 3 years after termination, *except* payroll and fiscal records

Departmental temporary or seasonal employee records: Consult with custodian of record copy of employee records regarding proper transfer or disposal of departmental employee records upon termination of employment

90.090 EMPLOYMENT VERIFICATIONS

Records of verification of employment in response to external requests (i.e., verifications of employment status needed for loans, child support, job applications, etc.).

Retention: 2 years

90.100 GRIEVANCES

Records of personnel grievances filed by employees.

Retention: 3 years after settled

90.110 HEALTH, MEDICAL AND SAFETY RECORDS

See also 90.220, *Workers' Compensation*.

A. Commercial Drivers' License Records

1. Administrative Records

Records relating to administration of the CDL Program, including copies of expired driver's licenses, DOT physicals, program brochures and flyers, etc.

Retention: 5 years [49 CFR 382.401(b)(1)(vi)]

2. Annual Calendar Year Summary

Retention: 5 years [49 CFR 382.401(b)(1)(vii)]

3. Calibration Documentation

Retention: 5 years [49 CFR 382.401(b)(1)(v)]

4. Collection Process Records

Retention: 2 years [49 CFR 382.401(b)(2)]

5. Driving Skills Testing Center Pass/Fail Records

Retention: 3 years [1 CCR 204-12]

6. Test Refusal Documentation

Retention: 5 years [49 CFR 382.401(b)(1)(iii)]

7. Test Result Records – Alcohol and Controlled Substances**a. Alcohol Test Results****1) Concentration Greater Than 0.02**

Retention: 5 years [49 CFR 382.401(b)(1)(i)]

2) Concentration Less Than 0.02

Retention: 1 year [49 CFR 382.401(b)(3)]

b. Controlled Substance Test Results**1) Driver Verified Positive Test Results**

Retention: 5 years [49 CFR 382.401(b)(1)(ii)]

2) Negative and Cancelled Test Results

Retention: 1 year [49 CFR 382.401(b)(3)]

8. Training and Education Records – Technicians, Supervisors, Drivers

Retention: Maintained by employer while individual performs functions which require training and for 2 years after individual ceases to perform those functions [49 CFR 382.401(b)(4)]

B. Employee Medical Records in General

Confidential employee medical records, including: pre-employment physicals; post-employment offer medical examinations and inquiries; job-related medical examinations and inquiries consistent with business necessity; voluntary medical histories obtained as part of an employee health program; pre-employment, post-accident and random drug testing records (not including CDL testing); medical records connected to personnel actions and covered under the requirements of ADA, ADEA, FMLA or OSHA; hazardous materials exposure records, such as records of any personal or environmental monitoring of exposure to hazardous materials, lead and asbestos, chemicals, toxic substances, noise, dust, heat,

cold, repetitive motion, blood-borne pathogens, biological agents, bacteria, virus, fungus, radiation, or other dangerous work-related conditions. [General Reference: 29 CFR 1630.14, medical records are not personnel records and must be kept physically separate from employee personnel records.]

Retention: 10 years after separation from employment, *except* that employee medical records related to hazardous materials or blood-borne pathogen exposure are to be retained for 30 years after separation from employment and medical records related to workers' compensation cases are to be retained for 6 years after case is closed [29 CFR 1910.1020, 29 CFR 1910.1030] *<Amended 8/16>*

C. HIPAA Authorizations for Release of Information

Employee (patient) authorizations for release of protected health and medical information.

Retention: 6 years from date of creation of record

D. Safety Training Records

Manuals, handbooks and similar documentation of safety training provided to employees.

Retention: 2 years after superseded or after training is no longer administered, whichever is later

90.120 I-9 FORMS

Record of verification of citizenship and eligibility to work in the United States, including verification documentation that establishes identity and eligibility (Immigration and Naturalization Services Form I-9, Employment Eligibility Verification Form); applies to all employees hired after November 6, 1986.

Retention: 3 years from date of hire, rehire or 1 year after separation, whichever is later (minimum of 3 years) [8 CFR 274a.2]

90.130 JOB RECRUITMENT RECORDS

A. Advertisements of Job Opportunities

Advertisements and announcements regarding job openings, promotions, training programs or overtime work.

Retention: 1 year [29 CFR 1627.3]

B. Applications for Employment and Supporting Documentation

Applications, resumes and supporting documentation, including polygraph exams, and other replies to job advertisements, including applications for temporary positions and applications from individuals not hired.

Retention: 2 years from the date of the making of the record or the personnel action involved, whichever is later [29 CFR 1602.31]

C. Background Investigation Files – Public Safety Applicants Not Hired

Files containing background investigation information for public safety applicants, such as background checks, CVSA narrative psychological reports, reference checks, etc.

Retention: 3 years

D. Examinations and Tests

Tests administered to screen job applicants to determine aptitude or skills.

Retention: 2 years from date of making of record or personnel action involved, whichever is later [29 CFR 1602.31]

E. Fair Credit Reporting Act (FCRA) Records

Records of reports and investigations by consumer reporting agencies to help employers make hiring or employment-related decisions, including consumer report disclosure to employees, consumer report authorizations from employees, employer certifications to credit reporting agencies, reports from reporting agencies, and summary of rights.

Retention: Individuals may bring claims under FCRA for 2 years after violation of Act [16 CFR, Appendix to Part 600]

F. Job Descriptions and Specifications

Written descriptions of duties performed, qualifications and physical requirements for positions.

Retention: Until superseded

G. Recruitment and Interviewing Procedures

Guidelines for recruitment and interviewing processes for hiring of employees.

Retention: 2 years

90.140 PAYROLL RECORDS**A. Basis of Pay**

Records pertaining to additions to or deductions from wages paid, including credit union deduction requests, garnishments, etc.; the basis on which wages are paid; earnings per week; records containing employee's name, address, date of birth, occupation, rate of pay and compensation earned per week; includes payroll records pertaining to both FLSA-Exempt and FLSA-Non-Exempt Employees. Note: The basis on which wages are paid must be documented in sufficient detail to permit calculation for each pay period including benefits and prerequisites. The records may include payment of wages, wage rates, job evaluations, merit and incentive programs and seniority systems. The basic reason for these records is to give the Wage-Hour Division an indication of whether or not sex discrimination exists.

Retention: 3 years [29 CFR 516.2, 29 CFR 516.5, 29 CFR 1627.3]

B. Compensation or Pay Plans**1. Pay Plans**

Written plans outlining job titles and pay scales for employees.

Retention: Permanent

2. Seniority or Merit Systems

Retention: For full period plan or system is in effect plus 1 year [29 CFR 1627.3]

C. Direct Deposit Reports

Retention: 2 years

D. Leave Records**1. Balance Reports****a. Year-End**

Retention: 3 years

b. Other Periodic Reports

Retention: 2 years

2. Leave Requests

Applications submitted by employees for sick, vacation, compensatory, personal business, family and medical leave, long-term leave, military leave and other leave time.

a. Military Leave

Retention: Employees may spend up to 5 years on active duty and still be eligible for reemployment [38 USC 4312]

b. Other Leave

Retention: 2 years

E. Payroll Reports**1. End of Pay Period**

Retention: 2 years

2. FICA Reports – Quarterly

Retention: 7 years

3. Quarterly

Retention: 3 years

4. Year-End

Retention: 7 years, provided that payroll register is retained for 50 years

F. Payroll Tax Records

Records of collection, distribution, deposit and transmittal of federal and state income taxes, including employer's quarterly federal tax return (941, 941E) and other similar federal and state forms.

Retention: 4 years after due date of tax return to which payroll tax records relate or date paid, whichever is later [26 CFR 31.6001-1]

G. Register – Payroll [Year-End]

Documentation of the earnings, voluntary and required deductions and withholdings of employees.

Retention: 50 years

H. Salary Surveys

Studies and surveys conducted to gather comparative salary information for positions in comparable organizations.

Retention: 3 years

I. Time Worked Records

All basic time and earnings cards or sheets and work production sheets of individuals where all or part of the employee's earnings are determined.

Retention: 5 years [CRS 8-72-107]

J. Wage-Rate Tables

All tables or schedules (from their last effective date) of the employer which provide the piece rates or other rates used in computing straight-time earnings, wages or salary, or overtime pay computation.

Retention: 3 years [29 CFR 516.6]

K. W-2 Forms

Annual wage and tax statements documenting individual employee earnings and withholdings for state and federal income taxes and social security tax.

Retention: 4 years after due date of tax return to which payroll tax records relate or date paid, whichever is later [26 CFR 31.6001-1]

L. W-4 Forms

Withholding allowance certificates documenting exemption status of individual employees.

Retention: Throughout employment

90.150 PENSION AND RETIREMENT RECORDS

See also 90.030.B, *Benefit Reports*.

A. Actuarial Reports

Reports by actuaries concerning the financial soundness of a pension plan.

Retention: 50 years

B. Retirement and Pension Files

Records containing calculations and supporting documentation regarding retirement eligibility, retirement amounts and other information pertaining to current and future

pensions; records of applications for pensions, determinations regarding pension awards and actuarial calculations for the pension.

Retention: 10 years after benefits are no longer paid or after eligibility of employee or survivors for benefits ceases, whichever is later

90.160 POLYGRAPH RECORDS – WORKPLACE INVESTIGATIONS

Polygraph investigations of workplace theft or other incidents or activities resulting in economic loss to the employer; copy of statement provided to employee setting forth specific incident or activity under investigation and basis for testing; copy of notice provided to polygraph examiner identifying persons to be examined; copies of opinions, reports, charts, written questions, lists and other records relating to employee polygraph tests (e.g., records of number of examinations conducted each day, records specifying duration of each test period) that have been furnished to the employer by the polygraph examiner.

Retention: 3 years from date polygraph test is conducted or from date examination is requested, whichever is later [29 CFR 801.30]

90.170 STATE OF COLORADO NEW HIRE REPORTING COMPLIANCE

The State of Colorado requires notification for child support purposes when a new employee is hired as part of the federal parent locator service. Reports are kept for statistical purposes. [General Reference: 42 USC 653]

Retention: 3 years

90.180 TRAINING INFORMATION

Information presented to employees regarding policies and procedures. General and technical aspects of their jobs, and other matters, including class rosters, flyers and other supporting information.

Retention: 2 years

90.190 UNEMPLOYMENT INSURANCE

Reports and claim records for unemployment insurance payments.

Retention: 6 years

90.200 VOLUNTEER WORKER RECORDS

Records documenting work performed by individuals without compensation for their services, including applications, records of background investigations, individual recognition and timesheets.

Retention: 3 years after separation from volunteer service

90.210 WORK SCHEDULES

Records of scheduled work for employees, including shift schedules.

Retention: 3 years

90.220 WORKERS' COMPENSATION

Injury reports and supplemental reports and claim records for workers' compensation. See also 90.110, *Health, Medical and Safety Records*.

Retention: 6 years after case is closed

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Childcare facility personnel records – 75.030.A Childcare Facility Licensing Records
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Expense records – 30.010.A, Accounts Payable Records in General
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- Safety committee – 40.080, Committees – Internal

SCHEDULE NO. 95**PROPERTY RECORDS**

General Description: Records of real property acquisition, sale, transfer and property maintenance.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

95.010 ACQUISITION, SALE AND TRANSFER RECORDS

Records documenting the acquisition and sale or transfer of real property, including agreements of sale and purchase, appraisals, quiet title actions, condemnations and eminent domain actions, title insurance policies, closing documents and similar records.

Retention: 6 years after disposition of property

95.020 DEEDS AND DEDICATIONS AND SUPPORTING DOCUMENTATION

Conveyances of property or property rights, including warranty deeds, dedication deeds and similar documents.

Retention: Permanent

95.030 EASEMENTS AND RIGHTS-OF-WAY AND SUPPORTING DOCUMENTATION**A. Permanent Easements and Rights-of-Way**

Conveyances of rights to place utilities or other infrastructure or to cross under or over property owned by another property owner.

Retention: Permanent

B. Temporary Access and Construction Easements

Documentation of temporary easements allowing access and entrance to, and work on, property or streets not owned by the easement holder.

Retention: 2 years after easement expires

95.040 LEASES AND SUPPORTING DOCUMENTATION

Agreements to obtain the right to use property owned by another, or to grant the right to use property to another party, for a specified period of time in exchange for the payment of rent; includes leases, subleases, assignments of leases, etc.

Retention: 6 years after termination of lease

95.050 MAINTENANCE, UPKEEP AND DAMAGE RECORDS

Records documenting the minor maintenance, repair and upkeep of facilities and property.

A. Chemical Application Records

Records documenting the application of chemicals such as pesticides, herbicides and fertilizers to parks, cemeteries, golf courses and other property.

Retention: 3 years after application

B. Chemical Testing and Treatment Records – Aquatic Facilities

Records, including treatment logs, of chemical treatments for aquatic facilities such as public swimming pools, fountains, spas, hot tubs, etc.

Retention: 3 years after treatment [CRS 25-5-803]

C. Damage Records

Records of damage and vandalism to property, including signs, trees, park facilities, aquatic facilities, golf courses, buildings, fences and other property.

Retention: 3 years after date of incident

D. Inspection Records

Records documenting periodic safety, health and environmental review and inspection of buildings, parks, playgrounds, golf courses, swimming pools and other public facilities to check for damage and recommend repairs and maintenance.

Retention: 3 years

E. Work Orders – Property

Request and authorization forms for repair or maintenance work on facilities, signs, structures, etc.

Retention: 2 years

95.060 PARKS

Historical records regarding parks, including correspondence with enduring value, architectural drawings, park histories, photographs, etc.

Retention: Permanent

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Auction records – 30.030.B, Disposition Records
- Cemetery – Schedule 10, Cemetery Records
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Encroachment permits – 75.020.G, Permits to Work in Public Way
- Fleet and equipment – Schedule 35, Fleet and Equipment Records
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Projects – 40.240, Project Files
- Property inventories – 30.030.C, Inventories
- Rental contracts – 40.230.A, Activities and Events – Short-Term Agreements, Contracts and Supporting Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- Security records – 105.020, Security Records – Municipal Facilities
- Tree inventory – 30.030.C Inventories
- Tree removal permits – 75.020.F, Permits Issued by the Municipality in General
- Utility locate requests – 60.020, Locate Requests
- Vacations – easements and rights-of-way – 60.070, Vacations – Street, Alley and Right-of-Way

SCHEDULE NO. 100**PUBLIC SAFETY RECORDS**

General Description: Records relating to the emergency, enforcement and protective service functions.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

100.010 AMBULANCE LICENSING AND OPERATION RECORDS

Records relating to the licensing and operations of municipal ambulance services.

A. Ambulance Licensing Records

Records relating to county licensing and level of service certification of ambulance vehicles and operations.

Retention: 2 years after license or certification expires

B. Ambulance Run and Patient Records

Call sheets, logs, patient treatment and transport records or other records of ambulance runs.

Retention: 5 years

100.020 ANIMAL CONTROL

Records relating to the impoundment, care and disposition of stray animals.

Retention: 2 years

100.030 DISPATCH RECORDS**A. Dispatch Recordings**

Audio recordings made to monitor and record law enforcement and other protective or emergency services radio transmissions, including police and fire radio transmissions, police emergency 9-1-1 calls and fire, rescue or ambulance dispatch calls.

Retention: 90 days

B. Emergency 9-1-1 System

Records relating to emergency 9-1-1 and reverse 9-1-1 system management.

Retention: 2 years after system is superseded

100.040 EMERGENCY PLANNING AND RESPONSE**A. Emergency Operations and Management Plans**

Records relating to disaster, emergency and civil defense planning and implementation and testing of disaster warning systems. Includes emergency operations plans, incident response plans, and disaster management, response and recovery plans.

Retention: Until superseded

B. Incident Records – Major Disasters and Emergencies

Documentation of the extent and impacts of major natural or manmade disasters and emergency incidents and actions taken in response to such incidents; includes logs, diaries, damage assessment and response reports, situation and resource allocation reports, incident plans, resource ordering and tracking, financial documentation, photographs, and similar incident-related documentation. A *major disaster or emergency incident* is defined as one that may have historical significance and/or a federal or state disaster declaration; i.e., the 2008 Windsor tornado, the Granby armored bulldozer incident.

Retention: Permanent

100.050 FIRE AND RESCUE RECORDS

Records pertaining to fire suppression and prevention and emergency rescue functions.

A. Administrative Records

Applications for modification, alternative methods or materials and the final decision of the fire code official.

Retention: Permanent [IFC §104.6.4]

B. Apparatus Inspection Records

Records of checks of vehicles, mechanical systems and equipment such as breathing apparatus.

1. Daily or Weekly Inspections

Retention: 1 year

2. Monthly Inspections

Retention: 3 years

C. Approval Records

Records of approvals by the fire code official of certificates of occupancy, alarm systems, smoke and fire detection systems, and other matters regulated by the fire code.

Retention: Not less than 5 years or for as long as structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations [IFC §104.6.1]

D. Construction Documents

Construction documents reviewed by the fire code official.

Retention: Until final approval of work [IFC §105.4.6]

E. Fire Hydrant Records

Documentation of locations, specifications, maintenance, testing and repair of fire hydrants.

Retention: 1 year after hydrant is replaced or removed from service

F. Fire Records

Records of fires within the jurisdiction, facts concerning the fires, statistics as to the extent of such fires and the damage they caused and other information required by the fire code official.

Retention: Not less than 5 years or for as long as structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations [IFC §104.6.3]

G. Incident Call or Run Sheets

Retention: 5 years

H. Incident Case Files

Records pertaining to incidents and follow-up investigations, including incident reports, supplemental reports, photographs or video recordings, diagrams, copies of police or insurance reports, etc. [General Reference: IFC §104.10]

1. Arson With Fatality

Retention: Permanent

2. Arson Without Fatalities

Retention: 10 years

3. Misdemeanor

Retention: 3 years

I. Inspection Records

Records of each inspection made, notices and orders issued and findings and disposition of each inspection; may include building plans or system specifications.

Retention: Not less than 5 years or for as long as structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations [8 CCR 1507-11 5.4.1, IFC §104.6.2]

J. Intelligence Files (Arson)

Records containing information regarding individuals and groups potentially linked to arson investigations.

Retention: No longer than 5 years after obsolete or no longer relevant [28 CFR 23.20(h)]

K. Requests for Service

Retention: 3 years

100.060 HAZARDOUS MATERIALS ENFORCEMENT RECORDS

Records relating to hazardous materials regulation, prevention, safety and incident response and investigation.

A. Incident Case Files

Records of hazardous materials incidents and investigations, including incident reports, copies of fire and rescue reports, narratives, memos, etc.

1. Criminal Hazardous Materials Incidents

Retention: Permanent

2. Noncriminal Hazardous Materials Incidents

Retention: 2 years after costs are recovered

B. S.A.R.A. Tier II Reports – Fire Department's Copies

S.A.R.A. Title III (EPCRA) Tier II emergency and hazardous chemical inventory forms submitted annually, or within 90 days of exceeding the EPCRA threshold, to the fire department by facilities that use or store chemicals requiring a material safety data sheet.

Retention: 2 years

100.070 IMMIGRATION STATUS REPORTING RECORDS**A. Arrest Reports – Possible Illegal Presence in the U.S.**

Reports made to U.S. Citizenship and Immigration Services (USCIS) regarding any person arrested that the law enforcement department believes is not legally present in the United States; and reports to the Colorado Legislative Council of the total number of reports made to USCIS. [General References: SB 06-090; CRS 29-29-103]

Retention: 3 years after last contact

B. Systematic Alien Verification for Entitlements (SAVE) Program Records

Reports relating to verifications of U.S. citizenship status of applicants for local licenses, credentials, rebates, employment and/or benefits. Note: Reports to the federal government are filed electronically as part of the SAVE verification process, and some municipalities may retain reference copies.

Retention: 3 years

100.080 POLICE RECORDS [General Reference: CRS 24-72-304]**A. Arrest Records**

Records pertaining to arrests, including cards, numerical files and register books; may include mug shots and fingerprints.

1. Adult Offender Arrest Records**a. Felony Arrests (Major Felonies and Violent Crimes)**

Cases such as arson with fatalities, homicides, kidnapping, deaths related to criminal acts, sexual assault on a child, forgery and officers killed. [Reference CRS 16-5-401]

Retention: Permanent

b. Felony Arrests (Other)

Other felony cases, special investigations related to cases such as aggravated assault, arson without fatalities and similar cases.

Retention: 10 years

c. Misdemeanor Arrests

Misdemeanor cases, petty offenses, traffic offenses and similar cases.

Retention: 3 years

d. Sexual Assault Arrest Records (excluding sexual assault on a child)

Retention: 99 years

2. Arrest and Booking Logs

Retention: 5 years

3. Expungement Records – Arrests

Records of sealing or expungement of arrest records, retained with the expunged record.

Retention: Until sealed record is destroyed pursuant to this Retention Schedule

4. Juvenile Offender Arrest Records [General Reference: CRS 19-1-304]

Retention: Until 19 years old

5. Traffic Accident Arrest Records**a. Fatal Traffic Accidents**

Retention: 10 years

b. Non-Fatality Traffic Accidents

Retention: 3 years

B. Case Records

Case files, incident reports, offense reports, crime stoppers reports, activity summaries, accident reports, fingerprint cards and files, photographic records of suspects and persons convicted of crimes (including photographic prints and negatives), photographic records of crime scenes (including photographic prints and negatives), video and audio recordings of crime scenes and interviews with witnesses or suspects, lie detector test records and other records pertaining to cases handled by the police department.

1. Death Case Records – Noncriminal

Retention: 10 years

2. Felony Case Records (Major Felonies and Violent Crimes)

Cases such as arson with fatalities, forgery, unrecovered firearms, homicides, kidnapping, deaths, sexual assault on a child and officers killed. [Reference: CRS 16-5-401]

Retention: Permanent

3. Felony Case Records (Other)

Other felony cases, special investigations related to aggravated assault, arson without fatalities and similar cases.

Retention: 10 years [CRS 16-5-401]

4. Misdemeanor Case Records

Misdemeanor cases, petty offenses, traffic offenses and similar cases.

Retention: 3 years

5. Missing Person Records Including Runaways

Retention: Until located

6. Sex Offender Case Records

Includes case files related to sex offenders.

Retention: Permanent

7. Sexual Assault Case Records (Excluding Sexual Assault on a Child)

Case files related to the investigation of a sex assault crime

Retention: 99 years

8. Traffic Accident Case Records**a. Fatal Traffic Accidents**

Retention: 10 years

b. Non-Fatality Traffic Accidents

Retention: 3 years

C. Community Relations Records

Records of outreach and public relations efforts, including routine requests for police department contact, follow-up, services, etc., not involving a police report; neighborhood mediation; police presentations; and similar community outreach efforts.

Retention: 2 years after completion

D. Crime Lab Records**1. Crime Lab Reports and Supporting Documentation**

Reports regarding crime lab work and findings, and supporting documentation such as laboratory request forms, vehicle hold/release sheets, sketches, etc.

Retention: Life of related police case file

2. Logs – Crime Lab

Automatic fingerprint identification system (AFIS) fingerprint logs, crime scene processing logs, laboratory fieldwork logs, laboratory work logs, marijuana testing logs, etc.

Retention: Permanent, as documentation of qualifications of crime lab technicians as expert witnesses

E. Evidence Records

Records pertaining to the collection and storage of evidence collected at crime scenes and during police investigations. Note: Physical evidence, including DNA evidence, is destroyed in consultation with, and upon written authorization from, the District Attorney. Since the retention and destruction of physical evidence related to crimes is determined by the police department in consultation with the District Attorney, the retention of such physical evidence is therefore not covered in this Retention Schedule. Note: Retention periods apply provided that offenses are not affected by statute of limitations.

1. Chemical Blood Testing Reports

Reports requested by the police department for chemical blood testing (such as DNA testing) to determine genetic markers, performed by CBI or other agencies.

Retention: Life of related case file or life of defendant, whichever is later [CRS 18-1-1101, et seq.]

2. Evidence and Property Audit Records

Audit reports detailing the authorized destruction or disposal of property and evidence associated with police cases, including drugs, drug paraphernalia, weapons, currency, explosives, armored or bulletproof clothing, unlawful property, etc.

Retention: Until completion of next succeeding evidence and property audit

3. Handling and Storage of Evidence Records**a. Case-Specific Evidence Logs**

Logs documenting the receipt, transfer and release of materials taken into evidence for specific cases, including property reports, release records, evidence tags and similar records.

Retention: Life of related case file or life of defendant, whichever is later [CRS 18-1-1101, et seq.]

b. Evidence Logs Documenting Multiple Cases

Logs documenting the receipt, transfer and release of materials taken into evidence for multiple cases, including property reports, release records, evidence tags and similar records.

Retention: 7 years

4. Lie Detector Test Administration Records

Records retained by the test administrator to document expertise in the administration of lie detector tests using the computer voice stress analyzer, polygraph and other lie detector test equipment.

Retention: Permanent

F. False Alarm Records

Records of false alarms, warnings issued and user fee assessments; notifications of unreliable alarm systems, etc.

Retention: 2 years

G. Field Contact Records

Records of contacts with businesses, complainants, juveniles, victims or witnesses after which no incident report is filed.

Retention: 3 years

1. Recorded Interviews – Field Contacts

Recorded interviews conducted during field contacts in which no incident report is filed.

Retention: 90 days if transcribed, or life of case file if not transcribed

H. General Orders

Directives or standard operating procedures issued by the police chief governing the overall operation and administration of the police department.

Retention: Permanent

I. Intelligence Files (Police)**1. Intelligence Files**

Records containing information regarding individuals and groups.

Retention: No longer than 5 years after obsolete or no longer relevant [28 CFR 23.20(h)]

2. Confidential Informant Files

Information pertaining to the identity of confidential informants, including but not limited to the informant's name, address, telephone number, race, sex, height, hair and eye color, social security number, date of birth, criminal history report, fingerprint card, photographs and names of family members; may include records of any payments to the informant.

Retention: 5 years following last contact with informant

J. Internal Affairs Investigations and Police Action Reviews

Records pertaining to internal investigations regarding police conduct or actions (i.e., reviews of use of force, pursuits, officer-involved traffic accidents, etc.), board of inquiry or internal affairs administrative inquiries and proceedings, and any subsequent disciplinary actions.

1. Unsubstantiated

Retention: 5 years

2. Substantiated

Substantiated investigations and substantiated review and disciplinary documentation should be transferred to the record copy custodian for personnel records to be retained or destroyed according to personnel policy unless there are conflicts with union policy.

Retention: See Employee Records (CMRRS 90.070)

K. License Plate Recognition Data

Data and images recorded by means of automated license plate recognition systems (one or more mobile or fixed high-speed cameras combined with computer algorithms to convert images of registration plates into computer-readable data) used to capture license plate numbers for parking enforcement, booting, stolen vehicle identification or other law enforcement purposes.

Retention: 21 days for data, *except* that "hits" are retained for life of related case file

L. Logs – Routine

Listings tracking specific routine daily activities, such as alarm check logs, logs of court subpoenas served, logs of crimes in specific areas, criminal history check log sheets retained for National Crime Information Center (NCIC) audits, dispatch logs, DUI logs, home check logs, offense logs, traffic accident logs, welfare check logs, etc.

Retention: 2 years

M. National Crime Information Center/Colorado Crime Information Center (NCIC/CCIC) Teletypes

Informational teletypes received via NCIC and CCIC for entry to the police department's computer system; follow-up teletypes from other law enforcement departments.

Retention: 30 days

N. Parole Card File

Retention: Until no longer needed

O. Prisoner Transport Records

Retention: 2 years

P. Registered Sex Offenders [General Reference: CRS 18-3-412.5]**1. Information Request Forms – Sex Offenders**

Forms completed by parties interested in inspecting public information regarding sex offenders. [General Reference: CRS 16-22-112]

Retention: 2 years

2. Sex Offender Registration and Cancellation Forms

Notifications completed by convicted sex offenders regarding residence addresses and contact information. [General Reference: CRS 16-22-108]

Retention: 5 years after offender leaves jurisdiction

3. Sexually Violent Predators – Public Notifications

Notices given to the public regarding sexually violent predators in the community. [General references: CRS 16-22-108 and CRS 18-3-414.5]

Retention: Permanent

Q. Requests for Release of Information

Requests for public release of information such as E-9-1-1 recordings, reports, incident histories, etc.

Retention: 2 years after request is answered

R. Ride-Along Program Records

Records of police programs that allow citizens to ride along with police officers.

Retention: 3 years

S. Seizure Fund Documentation

Records relating to the fund for monies accrued as a result of court-ordered seizures and disposition of property connected to vice, narcotics and other crimes.

Retention: 7 years

T. Statistical Files

Card or other indexes for statistical reporting of data by class of crime and other statistical information.

Retention: 5 years

U. Summonses and Complaints

Duplicate copy of summonses and complaints.

Retention: 2 years

V. Training Records

Records documenting training for police personnel, including K-9 training records, firearms range scores, test scores and monthly training reports.

Retention: 5 years after employee's termination

W. Uniform Crime Report

National Incident Based Reporting System (NIBRS) annual uniform crime report.

Retention: Permanent

X. Vehicle Impound Records

Records documenting the impoundment of licensed and nonlicensed motorized vehicles and sports craft that have been taken into custody for violations of laws that govern their use, operation and ownership.

Retention: 2 years after vehicle is released to owner or otherwise disposed of

Y. Victim Assistance and Counseling Records

Case records, including contact sheets, relating to victim assistance and advocacy.

Retention: 2 years after completion of assistance

Z. Video and Audio Recordings – Secured Police Facilities

Video and audio recordings made in secured areas of jails, holding areas, booking areas or lock-ups.

Retention: To be determined administratively by law enforcement agency, provided that any pertinent recordings are retained until final resolution of any related potential or pending claim or litigation

AA. Video Recordings – Vehicle and Officer Recording Systems

Video recordings and logs made from police vehicle or officer-carried recording systems.

Retention: 30 days, *except* that portions of recordings relating to specific cases may be captured separately and retained as part of case record for life of case record

BB. Weapons and Firearms Records**1. Authorizations to Carry**

Records of types of firearms and weapons carried by officers indicating authorization to carry weapons, that the weapon has been checked, and that the officer qualifies to use it.

Retention: 2 years after weapon is no longer in use

2. Weapons Maintenance Records

Records relating to in-house and external maintenance work on weapons.

Retention: 3 years

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Ambulance districts – 40.320, Special District Records
- Billing records – 30.020, Accounts Receivable (A/R) Records
- Code enforcement records – 100.080.B.4, Misdemeanor Case Records
- Collective bargaining records – 90.050, Collective Bargaining Records
- Concealed weapons permits – 75.020.F, Permits Issued by the Municipality in General
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Equipment calibration, maintenance and testing – 35.010, Equipment Records in General
- Fire Code – 40.070.A, Codes Adopted by Reference
- Fire Code Board of Appeals – 05.040, Building Review Board Case Files
- Fire insurance rate maps – 40.180, Maps, Drawings and Supporting Documentation
- Hazardous waste – 25.020, Hazardous Waste Storage and Transport Records
- Licenses and permits – Schedule 75, Licenses and Permits
- Material safety data sheets – 25.030, Material Safety Data Sheets (MSDS)
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- S.A.R.A. Tier II reports submitted to CHPDE and Fire Department – 25.040, S.A.R.A. Tier II Reports – Submitting Facility's Copy
- Security records – 105.020, Security Records – Municipal Facilities
- Toxic sites – 25.060, Toxic Sites
- Traffic Code – 40.070.A, Codes Adopted by Reference
- Training and certification records – 90.070, Employee Records – Active and Terminated
- Vehicles and equipment – Schedule 35, Fleet and Equipment Records
- Warning systems – 35.010, Equipment Records in General
-

SCHEDULE NO. 105**RISK MANAGEMENT RECORDS**

General Description: Records relating to risk management functions.

*No record may be destroyed under this Retention Schedule if it is pertinent to any current, pending or anticipated investigation, audit or legal proceeding. **The minimum retention periods specified in this schedule apply to the information contained within the record copy, regardless of the physical format of the record copy (paper, microfilm, electronic).** Each municipality must decide on the physical format for each type of record, ensuring authenticity, readability and accessibility for the entire retention period. **Duplicate Copies:** Retain duplicated copies until no longer needed but not longer than the record copy.*

105.010 INSURANCE RECORDS**A. Certificates of Insurance**

Documentation provided by insurance providers as proof of insurance coverage for specific purposes.

Retention: 6 years after expiration or completion of insured work or action, whichever is later

B. Claim Records

Records of claims for damages by or against the municipality.

1. Claim Records

Statements of claims and completed claim forms.

Retention: 6 years after closure of claim

2. Claim Reports

Summary reports regarding losses and handling and disposition of claims.

Retention: 6 years

C. Insurance Policies

Documents issued by the insurance company to outline liability, theft, fire, accident, property damage and other coverage and risk control standards.

Retention: 6 years after expiration of policy, or after all claims made under policy are settled, whichever is later

105.020 SECURITY RECORDS - MUNICIPAL FACILITIES**A. Automated or Manual Access Control Records**

Records generated by automated systems to show entry and exit from secured areas by authorized persons using an electronic badge or similar system to gain entry or exit, or records generated manually to document entry and exit to and from secured areas (i.e., entry and exit log sheets, etc.).

Retention: 2 years

B. Recordings and Images Related to Security – Public Areas

Video or audio recordings, biometric data or images from security or surveillance cameras, scanning systems or audio recording systems in public areas of municipal buildings or grounds. Security setups vary and recordings may be continuous, stop-frame or random use. Recordings or images may capture date and time indexing information.

Retention: 30 days

Cross References

- Agreements and contracts – 40.030, Agreements and Contracts
- Bonds – 90.040, Bonds – Public Officials
- Claims – 80.010, Claims
- Correspondence and general documentation – 40.100, Correspondence and General Documentation
- Election areas surveillance recordings – 15.180, Surveillance Recordings – Election Areas
- Emergency planning records – 100.040, Emergency Planning and Response
- Employee insurance claims – 90.030.C, Employee Insurance Claim Records
- Litigation – Schedule 80, Litigation and Legal Counsel Records
- Policies and procedures – 40.220, Policies and Procedures Documentation
- Recordings in secured police areas – 100.080.Z, Video and Audio Recordings – Secured Police Facilities
- Reports – 40.290, Reports
- Rules, regulations and standards – 40.310, Rules, Regulations and Standards
- Unemployment insurance – 90.190, Unemployment Insurance
- Workers' compensation – 90.220, Workers' Compensation

APPENDIX A

NON-RECORDS

The following types of administrative materials have no public record retention value and may be disposed of as soon as they have served their purpose at the discretion of the custodian:

1. **Catalogs, trade journals and other printed materials** received from other offices, commercial firms or private institutions, which require no action and are not needed for documentary purposes.
2. **Informational or extra copies** of correspondence, completed forms, bulletins, newsletters, etc., prepared for reference and information distribution.
3. **Letters of transmittal** that do not add any information to the transmitted materials.
4. **Miscellaneous memoranda or notices** that do not relate to the functional responsibility of the municipality, such as notices of community affairs, employee meetings, holidays, etc.
5. **Preliminary drafts** of letters, memoranda, reports, worksheets and informal notes that do not represent significant basic steps in the preparation of record documents.
6. **Routing slips, sheets, post-it notes or memos** used to direct the distribution of documents.
7. **Outdated or superseded stocks of publications** kept for supply and hand-out purposes.
8. **Telephone messages** that convey nonpolicy informational messages.
9. **Library or museum material** acquired for reference or exhibition purposes.
10. **Identical duplicate copies** of records.
11. **Notes, tapes or recordings** that have been transcribed.
12. **Temporary or transitory material** with little or no bearing on decision-making.
13. **Training material** from conferences, workshops or other types of external training opportunities.
14. **Unused blank forms** that are obsolete.

APPENDIX B

GLOSSARY

CCR – Code of Colorado Regulations.

CDPHE – Colorado Department of Public Health and Environment.

CFR – Code of Federal Regulations.

Closed Record – A file unit or records series containing documents on which action has been completed and to which more documents are not likely to be added.

CRS – Colorado Revised Statutes.

Disposition – Actions taken regarding records no longer needed in current office space, including destruction pursuant to an approved records retention schedule or permanent retention of records in paper or other formats.

Duplicate Copies – Non-record copies of documents kept solely for ease of access and reference.

Format – The shape, size, style and general makeup of a particular record.

NERC – North American Electric Reliability Council.

Permanent Records – Records appraised as having sufficient historical or other value to warrant continued preservation by the municipality beyond the time they are needed for administrative, legal or fiscal purposes.

Record Copy – The official and "best" copy of a document retained by the official record custodian.

Retention Period – The minimum length of time that a record must be kept.

Retention Schedule – A document approved by the Colorado State Archives providing authority for the minimum retention periods and final disposition of municipal records.

Series – Physical or intellectual groupings of records; file units or documents arranged according to a filing system or kept together because they relate to a particular subject or function, result from the same activity, document a specific kind of transaction, take a particular physical form, or have some other relationship arising out of their creation, receipt or use.

USC – United States Code.

APPENDIX C

APPROVAL REQUEST FORM

Name of Municipality: _____

Contact Person/Title: _____

Mailing Address: _____

Telephone: _____ E-Mail: _____

LOCAL EXCEPTIONS:

(List and provide basis and description of any local exceptions for records retention periods that are specified by local ordinance, Home Rule Charter provision, formal direction of the governing body, etc., that differ from those set out in the Colorado Municipal Records Retention Schedule. Use additional pages if needed.)

THE ABOVE MUNICIPALITY HEREBY REQUESTS APPROVAL FROM THE COLORADO STATE ARCHIVES TO FOLLOW THE *COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE* IN EFFECT ON _____, WITH THE LOCAL EXCEPTIONS INDICATED.

SIGNATURE OF AUTHORIZED MUNICIPAL REPRESENTATIVE

DATE OF SUBMITTAL OF REQUEST FOR APPROVAL

MAIL APPROVAL REQUEST FORM TO: COLORADO STATE ARCHIVIST, 1313 SHERMAN STREET, ROOM 1B-20, DENVER, CO 80203. FOR FURTHER INFORMATION, CONTACT THE COLORADO STATE ARCHIVES AT 303-866-2550.

COLORADO STATE ARCHIVES APPROVAL

Approved By: _____

Date of Approval: _____

APPENDIX D

UPDATE REQUEST FORM

TO REQUEST OR SUGGEST A CHANGE TO THE *COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE*:

1. COMPLETE THE REQUIRED INFORMATION ON A COPY OF THIS FORM.
2. MAIL COMPLETED UPDATE REQUEST FORM TO: COLORADO STATE ARCHIVIST, 1313 SHERMAN STREET, ROOM 120, DENVER, CO 80203. FOR FURTHER INFORMATION, CONTACT THE COLORADO STATE ARCHIVES AT 303-866-2558.

CHANGE REQUESTED BY:

NAME OF MUNICIPALITY: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

REQUESTED CHANGE	REASON FOR REQUESTED CHANGE	ADDITIONAL COMMENTS

Note: Attach additional pages if needed.

APPENDIX E

METHODS OF RECORD DESTRUCTION

There are four methods that are generally acceptable for destroying records. However, it is important to note that, when dealing with confidential information such as law enforcement and personnel information, these types of records must be destroyed in a secure manner so as to prevent them from being reconstructed by unauthorized parties.

1. **Shred:** This method is most suited for the security destruction of confidential records such as the ones mentioned above.
2. **Burn:** This method is most likely confined to the rural parts of the state where unregulated burning is still allowed.
3. **Landfill:** This method requires that the records be buried in a trench 3 to 4 feet below the surface of the landfill and immediately covered over to prevent the wind from blowing records about. It is recommended that, when possible, once the records are placed in the trench, they be sprayed with water to facilitate a more rapid decomposition.
4. **Recycle:** This method is desirable for nonconfidential records where possible. It promotes good conservation and reuse of paper resources.

Remember to check whether the records you want to destroy are the subject of a legal hold order!

Municipalities should keep a record of the records destroyed, regardless of whether destruction is coordinated at a centralized or decentralized level, to be able to show that destruction took place in the normal course of business. A log or form used to keep track of records destruction should include the following information at a minimum:

1. Date of destruction.
2. Destruction method.
3. Volume of records destroyed, usually in estimated cubic feet.
4. Records descriptions, such as the types and date ranges of the records destroyed [for instance: Election records (2005) or project files (1979—1980)] or a listing of the specific file folder titles, depending on the level of tracking the municipality wants to do.
5. Who authorized, supervised and/or accomplished the records destruction.
6. Retention Schedule reference numbers.

APPENDIX F

FREQUENTLY ASKED QUESTIONS

Q: Because we have plenty of storage space, I'm having difficulty convincing others to participate in signing up for approval to destroy records according to the retention schedule. How do I, as town clerk, get them to move forward on this?

A: Contact the State Archivist and ask him for help dealing with those who do not want to participate. He can explain the advantages for adopting the manual and the potential issues that may arise should the community not have an approved records retention policy.

Q: What if we want to keep something longer than the manual specifies?

A: You may, but you place your community at risk of additional litigation costs should the municipality be sued in regard to a matter related to the records that are retained longer than legally needed. Once you become aware of possible litigation, it is too late to get rid of records that you should have destroyed previously since the rule is "if you still have them, they are discoverable."

Q: Do we need a local exception to keep something longer than the manual specifies?

A: A local exception must be approved for you to retain something for a shorter time period than the manual specifies and is not required to keep something longer than the specified retention period. However, it is important to document internally that the municipality's policy is for a longer retention period.

Q: What is the best method of destruction?

A: Refer to Appendix E of this manual for an overview of destruction options. The destruction method depends on the content of the records. Any information with personal identifiers (name, address, social security number or driver's license number, etc.) and any confidential or proprietary information must be rendered completely unreadable. For this reason, cross-cut shredding is preferred over strip shredding. Electronic records must be totally removed (not just "deleted") from any electronic storage media (CDs, PC hard drives, portable devices such as a PDA or Blackberry, etc.) before disposal of the media at auction or recycling.

Q: Why can we not burn records if they are approved for destruction?

A: You may if the burning is allowed in your part of the state. It is important to note that the records need to be totally obliterated if you use this method of destruction.

Q: If we use a commercial paper recycler to shred our records, how can we be sure they actually destroyed the records so that they are no longer legible?

A: Ask the recycler for a written statement of destruction that indicates your specific records were properly destroyed.

Q: If we adopt the retention schedule, will we continue to receive annual authorizations to destroy records from the State Archivist?

A: Annual authorizations and the attached pink records destruction certificate are sent only to those municipalities with individual records retention schedules and not to those municipalities that have adopted the Colorado Municipal Records Retention Schedule. You will need to establish an internal process to initiate and track records destruction.

APPENDIX F — FREQUENTLY ASKED QUESTIONS (Cont'd)

Q: Do I have to document the records I destroy under authority of the retention schedule?

A: You do not need to report the records destruction to the State Archives as was the case with any individual retention schedule your municipality may have had in place in the past. However, it is recommended that you keep a record, such as a form or log, documenting records destruction dates, types of records destroyed, required internal authorizations, and approximate volume of records destroyed to demonstrate compliance with the records retention schedule and destruction of the records in the normal course of business.

Q: How do I go about implementing the retention schedule?

A: In general, once your municipality adopts the retention schedule, it applies to all departments. Implementation may be different for each organization. However, the key is often ongoing communication, training and a clear assignment of responsibilities and authority. To get started, think about: (1) establishing internal processes and central controls to initiate, track, authorize and document records destruction; (2) monitoring compliance if you have a decentralized retention and destruction process; (3) establishing internal processes to inform the organization about annual revisions to the retention schedule; and (4) establishing an effective litigation hold process.

Q: Does the retention schedule cover electronic records?

A: As stated in the introduction and at the beginning of each section, the retention schedule is media neutral and covers all records regardless of the storage format (paper, electronic, microfilm, etc.). Retention and destruction decisions must be based on the content of the records rather than the storage format.

Q: Can other types of organizations adopt the Colorado Municipal Records Retention Schedule?

A: The retention schedule is specifically for Colorado municipalities. Other types of organizations may use it as an informational tool to help establish their own records retention schedules. Keep in mind that legal and practical requirements may be different for other types of organizations.

Q: Can I destroy paper records after they are scanned?

A: The answer is "yes," with some conditions. Under the Colorado Uniform Electronic Transactions Act, electronic records are as good as paper records in court and as evidence of transactions. However, before you destroy the paper, you need to make sure that the electronic records will be readable and accessible for the entire retention period and that they will be accepted as authentic records in lieu of the originals. To do this, you must establish and follow a migration plan and craft and follow policies and procedures demonstrating that the electronic recordkeeping system preserves the integrity of records. the CMRRS applies to the record copy, whether it is in paper or electronic format. You must decide the appropriate format. See also *Appendix G, Guidelines for Long-Term Preservation of Records*.

Q: What about retention of municipal records that are hosted by third-party providers?

A: This is an emerging issue for records managers. In general, you should ensure that the contract between the municipality and the third-party host covers (at a minimum): (1) how you will get the records back if the host goes out of business or the contract is terminated; (2) how the information is secured to prevent identity theft or breaches of privacy; (3) how information eligible for destruction under the Records Retention Schedule is to be removed; and (4) who has (and does not have) access to the records.

Q: Where can I get more help with records management questions?

A: The 2010 Colorado Municipal Clerks Association (CMCA) publication titled *Managing Municipal Records in Colorado: A RIM-ERM Toolkit* is a good source of information. It is available through CMCA. (Contact information is listed on the CMCA website at www.cmca.gen.co.us).

APPENDIX G

GUIDELINES FOR **PRESERVATION OF RECORDS** <Amended 8/16>

"Records" are documents that are set aside as evidence and protected from alteration or change. All records – but not all documents – have content, structure and context. Storing a record is not enough to capture all three of those elements. The key is to adopt policies, procedures and guidelines to ensure that the information contained in the record is **accessible** and **readable** for the entire retention period and that it is viewed and understood in **context**.

How should you retain records with lengthy retention periods? What should you do with the paper after scanning records? How do you ensure future accessibility and readability of records, especially permanent records? These are a few of the most common questions relating to long-term preservation of records. Following is a summary of some of the issues you should consider before making decisions on long-term preservation of records.

STATE ARCHIVES POLICY ON STORING LOCAL GOVERNMENT RECORDS <Added 8/16>

EFFECTIVE JULY 1, 2015, THE COLORADO STATE ARCHIVES IMPLEMENTED A NEW POLICY STATING THAT BACKUPS OF PERMANENT LOCAL GOVERNMENT RECORDS ON DIGITAL STORAGE MEDIA WILL NO LONGER BE ACCEPTED FOR SECURITY STORAGE AT THAT FACILITY AND THAT **MICROFILM** WILL NOW BE THE REQUIRED STORAGE MEDIA. THE REASON FOR THIS POLICY CHANGE IS THAT **THERE CAN BE NO GUARANTEE OR EXPECTATION THAT DIGITALLY STORED RECORDS WILL REMAIN READABLE AND ACCESSIBLE** FOR THE LONG TERM DUE TO TECHNOLOGICAL OBSOLESCENCE. <Added 8/16>

THE STATE ARCHIVES RECOMMENDS THAT LOCAL GOVERNMENTS DEVELOP THEIR OWN SECURE OFFSITE STORAGE FOR PROTECTED STORAGE OF ONE OR MORE DUPLICATE VERSIONS OF RECORDS THAT NEED TO BE KEPT LONGER THAN 10 YEARS OR THAT LOCAL GOVERNMENTS PARTNER TO EXCHANGE STORAGE SERVICES. <Added 8/16>

Paper and Electronic Preservation

There is no foolproof, single step for permanent preservation of electronic records. In addition, electronic storage media is inherently unstable, and computer hardware and software become obsolete quickly due to technological obsolescence.

For paper records, *preservation* means placing the document into a managed filing system from which it can be retrieved for the duration of the retention period. For electronic records, this means transferring an electronic document from an operational environment into a managed recordkeeping system **and** renewing, copying to new media or transferring to new systems¹ as needed to ensure accessibility and readability in the appropriate context for the entire retention period.

Long-term preservation of archival information in digital format may **not** be practical because of the rapid obsolescence of computer hardware and software. Preservation of records with long retention periods solely in digital format should be considered **only** if:

1. The value of the data and the benefits of digital preservation are clear and substantial.
2. Preservation in a fixed form such as paper or microfilm is not an option because a digital format is needed to support significant business requirements.
3. Conversion of the data to static form will diminish its value or make it unusable.
4. The information is born digital.

APPENDIX G — GUIDELINES FOR LONG-TERM PRESERVATION (Cont'd)

Cost

The cost for data migration can be more than 2.5 times the original cost of data creation and capture. For permanent electronic records, data migration **must** be a perpetual – and potentially costly – commitment. Managing electronic records by disposing of obsolete records in accordance with the retention schedule is more cost-effective than buying more electronic storage to migrate everything or losing in a legal proceeding due to poor recordkeeping. Some argue that "storage is cheap." They may not realize the potential cost of unmanaged electronic records in lost productivity, future migrations or legal proceedings.

¹ **Media renewal** is copying from one type of storage medium to the same type without any changes to the records. **Media copying** is the copying or reformatting of records from one type of storage medium to another, resulting in minor changes to the records because of the way data is recorded to different media and requiring verification by means of comparing a sampling of the old and newly copied records. **Media transfer** and **migration** refer to a complete change of the file management system upon moving from one software platform or technology to another, requiring bit-by-bit validation of each transferred record.

Conversion and Migration

Plan to convert electronic documents while newer versions of the software allow backward compatibility; i.e., within several generations of versions.

Any system **must** have the capability of copying, reformatting or transferring records across media and through system technical changes.

Remember that when electronic records are copied or transferred, the content, metadata and audit trails **must** all be preserved.

Plan ahead for what will be involved in converting/migrating specific vital electronic records to new systems or storage media, how the conversion/migration will be tested and when it is to be done. Consider putting together a **written conversion and migration plan** that is reviewed by legal counsel, information technology and official records custodians. Plan on migrating electronic records if:

1. The scheduled destruction date is more than **five years** from the initial installation date or last major upgrade of the hardware or software that is needed to read, process or store the record.
2. The retention period is longer than **10 years** from the date the records were created.
3. The usability will be affected by replacement, upgrades or other changes to the hardware or software before the end of the retention period.

It **may** be cheaper to keep legacy systems running to access and use infrequently referenced records than it is to move (migrate) those records to a new system.

Storage Media

If the retention period is longer than **10 years**, consider the long-term cost and requirements for maintaining the record in electronic format for the entire retention period compared with the cost to keep it in paper or microfilm form.

With reasonable care, good quality **paper** can last for more than 100 years. Absent a disaster, paper deteriorates slowly, leaving time to take action before information is lost. Storage in paper form may sometimes be the cheapest storage solution and may make sense for **low reference records that have retention periods longer than 10 years**.

Microfilm that meets industry standards and has reasonable care can also last more than 100 years. There are warning signs of deterioration and time to recopy before images are lost. Microfilm is eye readable and widely accepted for archival storage of records. It may make sense for **preservation and disaster recovery for low reference records that have retention periods longer than 10 years**.

APPENDIX G — GUIDELINES FOR LONG-TERM PRESERVATION (Cont'd)

Without migration, **computer-based records** can be expected to last as little as five years (the average service life of hardware and software required to read and process electronic records) and no more than 20 years. There are no warning signs of impending failure. Digitization of records makes the most sense for **records that are needed frequently, those that are shared by simultaneous users or those requiring ease of access**. An electronic format may not be appropriate for the entire retention period and for long-term archival storage unless a paper or microfilm version is also retained for the entire retention period.

Regardless of the storage media used, **verify the accessibility and readability of the content every 5 to 10 years** to ensure that the data has not been compromised.

Records Destruction

Whether you retain records in paper, microfilm or electronic form, you **must** have the ability to dispose of records at the end of the records retention period.

You **must** also have the ability to place a hold on records destruction in the event of a legal proceeding **regardless of the records storage format**.

Metadata

To ensure the integrity of electronic records, collect and maintain indexing information and the following types of metadata (information about the records):

1. Information about restrictions on accessibility.
2. Information on how long the record must be kept and what triggers its destruction; i.e., end of year.
3. Security and encryption information.
4. Information documenting all actions; i.e., revisions made, audit trails.
5. Information on the software versions and technical platforms used to create and store the record.
6. Hardware and software documentation manuals created and maintained during installation of a system used to create and store the record.

Storage and Formats

To maintain integrity of the record, preservation **must** be in a recordkeeping system that ensures the integrity of the records and the associated metadata through storage on a non-erasable medium or using controls that provide the same level of protection.

Using formats that are widely used makes it more likely that you will be able to access and read the records if the company that owns the patents on the format goes out of business or stops supporting the format. [As of October 2009, the leading formats are .pdf and .tiff.]

Use storage media that is mainstream, widely used and compliant with industry standards. Avoid being on the "leading edge" or using obsolete technologies.

Quality Controls

Always keep the hard copy (paper or microfilm) sources for imaged records **at least** until the images are verified during the quality control process. **Never** just scan and shred.

APPENDIX G — GUIDELINES FOR LONG-TERM PRESERVATION (Cont'd)

Disaster Recovery

You **must** be able to guarantee an ability to support full recovery of records in the event of a disaster.

Guideline for What to Keep on Paper

Individual municipalities must determine which version is the "record" to be retained for the entire duration of the retention period and which versions are "convenience copies" that are to be kept until no longer needed for the purpose for which they were created. In many cases, an electronic version may serve as the "record copy." In a few cases, retention of a paper version as the "record copy" is recommended for long-term preservation. This guideline may change over time as standards for long-term preservation of APPENDIX G — GUIDELINES FOR LONG-TERM PRESERVATION (Cont'd)

electronic records are developed and widely accepted. The "record copy" of many records may be retained in either paper or electronic format, and electronic format is always acceptable for convenience copies. In many cases, electronic-only storage for the "record copy" is suitable as long as accepted standards and best practices are followed to ensure adequate system and procedural documentation, frequent assessments of electronically stored records and the storage media, and periodic and scheduled media renewal, copying, transfer and/or migration.

"Convenience" copies of the following essential and historical records may be stored in either paper or electronic format for frequent reference and information-sharing purposes. However, due to the inherent fragility of electronic records, technological obsolescence issues and the ongoing importance of certain records, the State Archives recommends that the "record copy" of the following types of essential or historical records should be retained in protected storage in paper format to ensure continued accessibility and readability for the foreseeable future:

1. Records documenting the legal status of the municipality, including incorporation papers and current and previous city or town charters.
2. Minutes of the governing body.
3. Records relating to the municipality's water rights.
4. Historical records (if any) older than 1900.

Questions? Contact the Colorado State Archivist at 303-866-2558.

APPENDIX H

AMENDMENT SCHEDULE

<i>§ Changed</i>	<i>Date</i>	<i>Description of Change</i>
Schedule	4/2011	Review and Recodification of Schedule
05	4/2011	Building and Structure Records
10	4/2011	Cemetery Records
15	4/2011	Election Records
20	4/2011	Entities Appointed by Municipality
25	4/2011	Environmental Records
30	4/2011	Financial Records
35	4/2011	Fleet and Equipment Records
40	4/2011	General Administrative Records
45	4/2011	Government Body Records
50	4/2011	Historic Preservation Records
55	4/2011	Information Technology and Communication Systems Records
60	4/2011	Infrastructure Records
65	4/2011	Land Use and Planning Records
70	4/2011	Library and Museum Records
75	4/2011	Licenses and Permits
80	4/2011	Litigation and Legal Counsel Records
85	4/2011	Municipal Court Records
90	4/2011	Personnel Records
95	4/2011	Property Records
100	4/2011	Public Safety Records
105	4/2011	Risk Management Records
Appx A	4/2011	Non-Records
Appx B	4/2011	Glossary
Appx C	4/2011	Approval Request Form
Appx D	4/2011	Update Request Form
Appx E	4/2011	Methods of Record Destruction
Appx F	4/2011	Frequently Asked Questions
Appx G	4/2011	Guidelines for Long-Term Preservation of Records
Appx H	4/2011	Amendment Schedule
05.060	5/2013	In A. <i>Nonresidential</i> , 1. <i>Approved</i> , changed description; in B. <i>Residential</i> , 1. <i>Approved</i> , added at end of description <i>Note: Under Section 202 of the International Building Code (IBC), "residential" includes hotels and apartments</i>
05.090	5/2013	Deleted Section 05.090, <i>Signs – Construction and Installation</i>
15.030	5/2013	Deleted description, added A. <i>Ballots</i> , with description and <i>Retention: 6 months after election [CRS 31-10-606, CRS 31-10-616(1)]</i> ; added B. <i>Sample Ballots</i> , 1. <i>Master Copy</i> and <i>Retention: Permanent</i> , and 2. <i>All Other Sample Ballots</i> , and <i>Retention: 6 months after election [CRS 31-10-606, CRS 31-10-616(1)]</i>

COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE

Appendix H — Amendment Schedule (Cont'd)

§ Changed	Date	Description of Change
15.130	5/2013	Added A. <i>Duplicate or Working Copies</i> , changed retention from <i>6 months after election, except retain one copy permanently [CRS 31-10-616(2)]</i> to <i>6 months after election [CRS 31-10-616(2)]</i> ; added B. <i>Master Copy</i> , and <i>Retention: Permanent</i>
20.010	5/2013	Deleted retention after description; added A. <i>Quasi-Judicial Entities</i> with description and <i>Retention: Permanent</i> ; added B. <i>Other Entities With Advisory Powers and Duties Only</i> and <i>Retention: 2 years</i>
30.010.C	5/2013	Changed description
30.080	5/2013	Changed name of A. <i>Budget Document</i> to add <i>Final Version</i> , changed retention from <i>Permanent for final version and 1 year after adoption of the final budget for any preliminary versions</i> to <i>Permanent</i> ; changed description of B. <i>Budget Work Records</i>
30.170.A	5/2013	Changed description
30.190.E	5/2013	Changed name of 1. <i>Applications, Returns and Audits – Taxpayers</i> to <i>Application</i> ; added 2. <i>Audits – Sales Tax</i> and <i>Retention: 7 years</i> ; renumbered 2. <i>Delinquent Sales/Use Tax Notices</i> as 3.; renumbered 3. <i>Motor Vehicle Sales Tax Receipts</i> as 4.; added 5. <i>Sales Tax Return Records</i> and <i>Retention: 4 years after filing of the return or settlement for delinquent taxes, whichever is later</i> ; renumbered 4. <i>Transaction Journal/Log</i> as 6.
40.030	5/2013	Changed description, changed retention from <i>6 years after expiration, fulfillment of all terms of agreement or contract or resolution of any disputes, whichever is later, provided that audit has been completed and agreement or contract no longer has any binding effect; except prior to destruction, evaluate for continuing legal, administrative or historical value</i> to <i>6 years after expiration or cancellation, fulfillment of all terms of agreement or contract or resolution of any disputes, whichever is later, provided that audit has been completed and agreement or contract no longer has any binding effect; except prior to destruction, evaluate for continuing legal, administrative or historical value</i>
40.200	5/2013	At end of description added <i>Note: Supporting documentation includes material such as follow-up correspondence relating to the open records request and does not include the records that are the subject of the open records request</i>
60.080.C	5/2013	Changed retention from <i>2 years after disconnection, provided that record of disconnection is retained permanently</i> to <i>2 years after disconnection</i> ; added 1. <i>Disconnection Records</i> and <i>Retention: Permanent</i>
60.080.F	5/2013	At 6. <i>Water System Inspection and Testing Records, a. Video Inspection Records</i> , changed retention from <i>Until after next video inspection, then evaluate prior to destruction of records to determine ongoing value</i> , to <i>Until superseded, replaced or revised, then evaluate prior to destruction of records to determine ongoing value</i>
60.090.H	5/2013	Under 4. <i>Surface Disposal Site Placement</i> , amended description; changed retention from <i>By person who prepares sludge, for as long as sewage sludge remains on land [40 CFR 503.20]</i> to <i>As long as sewage sludge remains on land [40 CFR 503.20]</i>
75.020.A	5/2013	Under 2. <i>Special Events Licenses</i> changed retention from <i>2 years + current after event</i> to <i>3 years after event</i>
75.020.H	5/2013	Under 1. <i>Confined Space Entry Permits</i> changed description
90.070	5/2013	Changed description
90.140.E	5/2013	Under 4. <i>Year-End</i> , changed retention from <i>7 years, provided that payroll register is retained permanently</i> to <i>7 years, provided that payroll register is retained for 50 years</i>
Text box	6/2014	At beginning of each schedule in General Description Box, changed <i>Duplicate Copies: Retain duplicated copies that are created for administrative purposes for 1 year, and retain those created for convenience or reference purposes until no longer needed or for 1 year, whichever is first. Duplicate copies should not be retained longer than the record copy to Duplicate Copies: Retain duplicated copies until no longer needed but not longer than the record copy.</i>
40.105	6/2014	Added <i>Donor Records</i>
40.340	6/2014	Added description. Added C. <i>Routine; Retention: until no longer needed</i>
70	6/2014	Changed title from <i>Library and Museum Records</i> to <i>Library, Museum and Other Repository Records</i> . Changed <i>General Description</i>

Appendix H — Amendment Schedule (Cont'd)

<i>§ Changed</i>	<i>Date</i>	<i>Description of Change</i>
70.020	6/2014	Changed title to <i>Museum and Other Repository Records</i> . Changed description.
100.040	6/2014	Changed A. <i>Emergency Operations and Management Plans</i> Retention from <i>Permanent</i> to <i>Until Superseded</i> .
100.080	6/2014	Amended A. <i>Arrest Records</i> by adding <i>may include mug shots and fingerprints</i> at end of description; amended A.1.a. <i>Felony Arrests (Major Felonies and Violent Crimes)</i> by deleting <i>missing persons (excluding runaways)</i> and adding <i>sexual assault on a child</i> and [Reference: CRS 16-5-401]; amended A.1.d. <i>Sexual Assault Arrest Records</i> by adding <i>(excluding sexual assault on a child)</i> to title and changing <i>Retention: 50 years</i> to <i>Retention: 99 years</i> ; deleted A.1.e. <i>Sexual Assault on a Child Arrest Records</i> ; changed name of A.5. by deleting <i>No Criminal Charges Filed</i> ; amended description of B.2. <i>Felony Case Records (Major Felonies and Violent Crimes)</i> by deleting <i>missing persons (excluding runaways)</i> , adding <i>sexual assault on a child</i> and adding [Reference: CRS 16-5-401]; added B.5. <i>Missing Person Records including Runaways</i> and <i>Retention: until located</i> ; renumbered B.5. as B.6. <i>Sex Offender Case Records</i> and added description; renumbered B.6. to B.7., changed title by adding <i>(excluding sexual assault on a child)</i> and added description; deleted B.7. <i>Sexual Assault on a Child Case Records</i> ; amended B.8. title from <i>Traffic Accident Arrest Records – No Criminal Charges Filed</i> to <i>Traffic Accident Case Records</i> ; deleted E. <i>Criminal History Files</i> ; relettered F. through CC as E. through BB; amended I. <i>Intelligence Files (Police)</i> by deleting description and retention, adding 1. <i>Intelligence Files</i> with description and retention, and adding 2. <i>Confidential Information Files</i> with description and retention; amended J. <i>Internal Affairs Investigations and Police Action Reviews</i> by deleting the <i>Note</i> at end of description and adding 1. <i>Unsubstantiated</i> and retention and 2. <i>Substantiated</i> with description and retention; amended Q. <i>Requests for Release of Information</i> retention to read <i>2 years after request is answered</i> .
55	8/2016	<i>Information Technology and Communication Systems Records</i>
90.110.B	8/2016	<i>Retention: Changed records Amended retention period from 10 years to 6 years after case in closed</i>
Appx G	8/2016	<i>Added paragraphs after the second existing paragraph to explain the State Archives/ new position on storage of archival records on digital media:</i>

At 5:00 p.m. Mayor Torre called the regular meeting to order with Councilors Doyle, Hauenstein, Mesirow and Richards in person.

CITIZEN COMMENTS:

Ruth Harrison – Ms. Harrison said she lives in Aspen and has two issues. She said people living in employee housing are happy with the improvements being made to the bylaws. There was another young man in the paper this week that lost his life. She underquoted the last time on the amount of young people that have been lost to drugs, alcohol and suicide and the actual amount is closer to 500. She quoted Sara Ott from the Aspen Times and asked where the effort is. She hears nothing about any programming that is being done. Fentanyl is all over and it's deadly. CNN just did a piece about it. Jackie is looking for a small space to use as we spoke about last time. Give Jackie and her group a chance.

Jackie Long - Ms. Long handed out letters to each council member, which she read aloud to the council. She included a response from the city manager in the letter, which she said was appalling. She thanked Skippy and said he has been very helpful. She said she had addressed the insurance concerns, security, hours of operation, ADA access, etc. and said she would like to have this resolved or council might see her in two weeks.

Mayor Torre submitted the documents to the city clerk. He said she does have support from the council table and that she's a little ahead of the planning process. The building hasn't been allocated to anyone yet. Ms. Long said they need to put the petal to the metal. Mayor Torre said they think she is doing great work and filling a void in this town and are very supportive of her efforts, but he can't say yes or no today as to whether or not she will end up in this building. He also assured her that the message she printed out for everyone was not intended for her, it was meant for the animal shelter issue.

Councilor Mesirow said Sara does a great job of carrying out what they are asking.

City Manager, Sara Ott said her assistant, Shannon, must have gotten the two phone numbers confused regarding the puppy mills because her name is also Jackie.

Sara Pletts – Ms. Pletts suggestion is to create an arts council. She supports teens expressing themselves in a safe way and a safe environment which ties in with what Jackie and Ruth spoke about. Kids write poems about suicide all the time. She's hoping the RETT question on the ballot passes. She spoke with Paul Menter and she feels we need an arts council. Please reconsider your recommendation to hire someone to oversee the grants. This is a corporate perspective. She's asked around and there is an amazing trauma therapist who is interested in helping. Spending this money wisely will actually save us money. The best is yet to come.

Mayor Torre said he appreciates her very much and her ability to come back to town after traveling and have a pulse on everything that is going on.

COUNCIL MEMBER COMMENTS:

Councilor Mesirow said he was out for a run today and went through the underpass and it is a stark white box. He's recently been reading up on space making. He mentioned the smiley faces that were placed at the entrance to town that was simple and made people happy. What if the tunnel had

different colored lights or a mural? What are the little things we can do to improve the quality of community instead of a stark white tunnel? He loved the dinosaur eggs that used to be in town.

The council discussed how art can help the mood of town.

Councilor Doyle gave some fun facts on the drought. He said California suffered its driest summer in 120 years.

Councilor Richards said for everyone to please stay safe. There is an 8.8 positivity rate today. She said we keep getting new variants, so we have to keep staying careful. People keep to themselves about their personal health. She mentioned the food bank is open across from the post office and are accepting donations. We can always use more for our community. Keep that in mind.

Councilor Hauenstein said, following up on John's comments, Hunter Lovings coined the term, "global weirding". His daughter lives in Truckee and they had many inches of rain and snow last night. Huge storms are all part of the global weirding. We need to also look at how tourism is affecting the mental health of locals, etc. and we are all interested in an event for raising mental health awareness. Candace at Here House is hosting several events which are free and open to the public. Go AVS!

Mayor Torre mentioned as a reminder, that we are in budget review right now. He is encouraging council to get in touch with finance ahead of time with questions. Let's come to next Monday's meeting with suggestions and questions. He mentioned the United Nations Mountain Partnership and said they had a \$25,000 financial request from us for support. We have committed the \$25,000 sponsorship to them, and we would like to get those funds to them this year. Ms. Ott said she needed a motion in order to release those funds.

Councilor Richards motioned to approve the release of funds; Councilor Mesirow seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

Mayor Torre recognized Paul Schultz for receiving the Pitkin County Cares Award for all of his work in the community. Paul donates countless hours and effort to volunteering. Thank you, Paul, for all the work you do. He reiterated that tomorrow night is the opening at Heron Park for the new playground equipment from 3:00 – 5:00 p.m. with a ribbon cutting at 4:00 p.m. There will be activities and refreshments.

CITY MANAGER COMMENTS:

Ms. Ott said in the midst of their mental health event planning, they discovered there are seven events already scheduled so we are navigating calendars at this point. She wants to affirm that we are going to amplify what is already being done instead of creating an 8th event. Mayor Torre said he would still like to have some training for the community. Ms. Ott said we can partner with Mind Springs on training because they need help getting word out.

Mayor Torre said there are still three council members that want to have their own event.

Ms. Ott said the trouble is that this is competing with the housing retreat. She asked if they are willing to move the housing retreat and Councilor Hauenstein said he supports pushing it back a bit.

Council entered into a long discussion.

Councilor Richards supports amplifying the other events that are already scheduled.

Mayor Torre said he doesn't feel like Ms. Ott is giving them back a plan and waiting until the new year is too long for him. We have seasonal opportunities and should be acting on that.

Councilor Richards said we do not have a full compliment of staff or a mental health department. We have a county who does these things. We are dealing with the budget season and moving into the new building among other council goals. This is asking the impossible right now and she is not asking for the Ringling Brothers Circus to come in and perform.

Mayor Torre said he has a good understanding of what he is asking and that type of hyperbolism is not needed.

Councilor Mesirow asked everyone to take a deep breath and said they all care about the mental health of this community deeply, including Sara. This discussion is an example of the stress we are carrying, and we are all on the same page.

Councilor Hauenstein said it's their job to work on policy and not get into micromanagement. He said there is a consensus that they do want to have a community event. It's important that we are all on the same page.

Ms. Ott confirmed that she needs to produce an event this calendar year.

BOARD REPORTS:

Councilor Doyle said he had Nordic Council and they are planning a mass tree planting day. They also discussed a pond for water storage, but they need funding and water. He also had CORE this past week and they spoke about their budget and the new transition director.

Councilor Hauenstein recapped his and Mayor Torre's trip to Park City. He learned that they are all carrying the same pressures right now in every city. The discussions were good, but the conversations were even better.

Mayor Torre also recapped the Park City trip. He thought this was an excellent conference. Great conversations and presentations. He mentioned that Park City is going through a municipal election currently and they are using mobile voting. He also gave an update from the RFTA meeting regarding changing zones and evolving economically and environmentally and with their service.

Councilor Richards mentioned updating the water plan for the state via the Colorado Water Conservation Board. This is a chance for us to make a real statement.

CONSENT CALENDAR:

Councilor Mesirow asked for an overview on the Opioid Settlement.

City Attorney, James R. True gave a summary. A settlement was reached that gives a payment to the state of Colorado for 400 million dollars, which is to be distributed to the state and local governments as outlined in the packet.

Councilor Hauenstein noted that Mirte Mallory was in the audience for We-Cycle and just wanted to put on everyone's radar about geo fencing and controlling speeds of e-bikes. There is technology being experimented with and he's happy to share this information with everyone.

Councilor Richards motioned to approve; Councilor Doyle seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

NOTICE OF CALL UP: 135 W Francis – Sarah Yoon, Historic Preservation Planner

Ms. Yoon recapped the project that was approved by HPC. This is for a conceptual major development, relocation, with setback variations and floor area bonus.

Council asked questions.

Councilor Richards said she doesn't want to call this up.

Councilor Hauenstein said he is concerned about the setback.

Mayor Torre said this doesn't feel good. It's detrimental to so many facets of Aspen. He appreciates their attention to setbacks and thinks it's problematic. This is a real difficult example to see. He said he doesn't think it's consistent with the neighborhood or the growth pattern we want to see, but we keep having same conversation about these until we can make some changes to the code.

Councilor Mesirow said he agrees. He said T.J. Burke (Aspen Extreme), once swung at this house and there is a scene of him in the swing. He thanked Peter Fornell for being here. He said the totality of our land use codes are giving us almost exactly what we don't want. We need real humans of our community living in these houses but is in accordance with our current land use code. There is no reason to call this up, and HPC has done a great job.

Councilor Doyle said the subterranean space causes a concern for him.

Mayor Torre said there is no motion for call up.

ACTION ITEMS: 2021 State Ballot Questions – Tara Nelson, Paralegal and Ron Leblanc, Special Projects

Ms. Nelson shared a presentation with each ballot question. She showed the blue book which everyone should have received, which also holds explanation. She summarized Amendment 78 regarding state monies, Proposition 119 regarding a marijuana tax increase, and Proposition 120 regarding a reduction in property tax assessment rates.

Councilor Richards motioned that council support a resolution with a no vote on Amendment 78 and yes on Proposition 119 and 120; Councilor Doyle seconded.

Ms. Ott said they should make a motion to vote but a resolution is not needed. Councilor Richards amended the motion.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, no. 4-1, motion carried.

Mayor Torre said he voted no just because he said he doesn't know enough at this time.

EOTC PREPARATION: David Pesnichak and John Krueger

Mr. Pesnichak gave an overview for the EOTC meeting on Thursday. He said they will be looking at the 2022 budget and workplan and recapped the decisions reached at the July meeting.

EXECUTIVE SESSION: James R. True

Mr. True introduced the executive session.

Councilor Richards motioned to move into executive session; Councilor Doyle seconded.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

City Clerk, Nicole Henning



MEMORANDUM

TO: Mayor and City Council

FROM: Tyler Christoff, Utilities Director
Ryan Loebach, Senior Project Manager
Lee Ledesma, Utilities Finance/Administrative Manager
Justin Forman, Utilities Operations Manager
Steve Hunter, Utility Resource Manager

THROUGH: Scott Miller, Public Works Director
Pete Strecker, Finance Director

MEMO DATE: November 1, 2021

MEETING DATE: November 9, 2021

RE: First Reading – Ordinance #20 – 2022 Electric and Water Rates and Fees

REQUEST OF COUNCIL: Staff requests approval of Ordinance #20, Series of 2021, representing updates to Title 25—Utilities—of the City of Aspen Municipal Code as presented during the October 19, 2021 Council work session on 2022 Electric and Water budgets.

All proposed amendments and additions to Title 25 of the municipal code have been highlighted in yellow, shown in Exhibit A.

SUMMARY AND BACKGROUND: Council approved Cost of Service (COS), rates with a 5-year transition in November of 2018. 2019 water and electric rates represented Year One of the 5-year transition. 2022 proposed water and electric rates represent Year Four of the 2018 COS rate study. This transition represents an incremental approach to utility rate increases. Staff believes this transition meets the functional needs of the utility while creating sustainable change for our customers. Most recently, Council reviewed proposed electric and water rate and fee increases as presented during the October 19, 2021 Council work session.

DISCUSSION: Raftelis Financial Consultants were contracted in 2019 to provide a fee recommendation based on the Utility's COS. Raftelis Financial Consultants were re-engaged in early 2021 to provide a review of Utility Connection Permit fees, as well as Electric Community Investment fees. Staff and Raftelis updated the 2022 COS transition to ensure rates continue to accurately reflect the proportional burden to serve customers of all sizes. This methodology creates a rate structure in which customers requiring a greater share of infrastructure and resources are billed a greater proportional share of

utility rates and fees. Staff reviewed these recommendations and applied them to Aspen's rate structure to propose the following changes to Title 25 of the municipal code.

Year Four—Electric Utility Cost of Service Rate Proposal

Year Four of the 5-Year COS rates are incorporated in the proposed language for draft Ordinance #20, (Exhibit A). Applying the Year Four rate adjustments results in updated average electric utility customer monthly bills. Tables below reflect theoretical average monthly cost impacts to the various customer classes including average Aspen residential; 'large' residential; small commercial; and large commercial. The intent of these tables (below) is to demonstrate the formularized monthly change various customer classes may experience in Year 4 of the Utilities COS transition.

ELECTRIC UTILITY RATES	2021 AVERAGE BILL	PROPOSED RATE CHANGE	2022 AVERAGE BILL
kWh Charges	\$179.29	1.00%	\$181.09
Availability Charges	\$44.24	0.0%	\$44.24
<i>Average Residential - Aspen</i>	\$223.53		\$225.33
200 AMP Service / 1500 kwh (percentage change)			0.81%

ELECTRIC UTILITY RATES	2021 AVERAGE BILL	PROPOSED RATE CHANGE	2022 AVERAGE BILL
kWh Charges	\$67.62	1.00%	\$68.29
Availability Charges	\$30.97	0.0%	\$30.97
<i>Average Residential - Senior</i>	\$98.59		\$99.26
200 AMP Service / 700 kwh (percentage change)			0.68%

ELECTRIC UTILITY RATES	2021 AVERAGE BILL	PROPOSED RATE CHANGE	2022 AVERAGE BILL
kWh Charges	\$3,315.49	2.00%	\$3,376.02
Availability Charges	\$183.90	24.0%	\$228.04
<i>'Large' Residential - Aspen</i>	\$3,499.39		\$3,604.06
600 AMP Service / 15,000 kwh (percentage change)			2.99%

ELECTRIC UTILITY RATES	2021 AVERAGE BILL	PROPOSED RATE CHANGE	2022 AVERAGE BILL
kWh Charges	\$1,401.79	1.00%	\$1,421.99
Availability Charges	\$42.94	22.0%	\$52.39
<i>Average Small Commercial - Aspen</i>	\$1,444.73		\$1,474.38
200 AMP Service / 8,000 kwh (percentage change)			2.05%

ELECTRIC UTILITY RATES	2021 AVERAGE BILL	PROPOSED RATE CHANGE	2022 AVERAGE BILL
kWh Charges	\$3,218.00	0.00%	\$3,218.00
Demand kW Charges	\$2,422.76	6.40%	\$2,577.31
Availability Charges	\$85.65	22.00%	\$104.45
<i>Average Large Commercial</i>	\$5,726.41		\$5,899.76
400 AMP Service / 45,000 kwh / 130 kw (percentage change)			3.03%

Year Four—Water Utility Cost of Service Rate Proposal

Year Four of the 2018 approved 5-Year COS rates are incorporated in the proposed draft Ordinance #20, (Exhibit A). Applying the Year Four rate adjustments results in the following average water utility customer monthly bills. Tables below reflect average monthly cost impacts to the various customer classes including residential (downtown customer); residential (pumped zone customer); and commercial. The intent of these tables (below) is to demonstrate the formularized monthly change various customer classes may experience in Year 4 of the Utilities Cost of Service transition.

WATER UTILITY RATES	2021 AVERAGE BILL	PROPOSED RATE CHANGE	2022 AVERAGE BILL
Water Variable (Consumption)	\$31.20	6.09%	\$33.10
Water Demand	\$16.39	1.34%	\$16.61
Fire Charge	\$9.53	13.75%	\$10.84
<i>Average Residential -- Downtown</i>	\$57.12		\$60.55
2.67 ECUs & 0 Pumps / 10,000 gallons (percentage change)			6.00%

WATER UTILITY RATES	2021 AVERAGE BILL	PROPOSED RATE CHANGE	2022 AVERAGE BILL
Water Variable (Consumption)	\$189.72	5.84%	\$200.80
Water Demand	\$49.12	1.30%	\$49.76
Fire Charge	\$28.56	13.73%	\$32.48
Pump Charge	\$130.00	9.62%	\$142.50
<i>Average Residential -- Red Mtn.</i>	\$397.40		\$425.54
4.0 ECUs & 1 Pumps / 50,000 gallons (percentage change)			7.08%

WATER UTILITY RATES	2021 AVERAGE BILL	PROPOSED RATE CHANGE	2022 AVERAGE BILL
Water Variable (Consumption)	\$368.46	5.85%	\$390.00
Water Demand	\$56.12	1.30%	\$56.85
Fire Charge	\$32.63	13.73%	\$37.11
<i>Average Commercial</i>	\$457.21		\$483.96
9.14 ECUS & 0 Pumps / 100,000 gallons (percentage change)			5.85%

Water Utility Investment Fees/Tap Fees

Each City water account has an individual ECU rating based on water fixtures, irrigated area, and other factors indicative of water demand. An ECU is a unit reflecting that part of the capacity of the water system necessary to serve a standard water customer. For water utility investment/tap fee computation, the following fees are assessed per equivalent capacity unit, (ECU). Raftelis Financial Consultants were re-engaged in 2021 to provide a fee adjustment recommendation based on current Aspen Water Utility fixed asset replacement costs. Aspen Water's fixed asset and infrastructure end of life and replacement costs were reviewed and updated in April of 2021 by Utilities staff. The table below outlines the recommended 2021 rates and associated fee adjustment. These proposed changes are incorporated in the proposed draft Ordinance #20, (Exhibit A).

Water Utility Investment Charge - Tap Fees (2022)			
Billing Areas	2021 Per ECU Rate	Proposed 2022 Per ECU Rate	% Increase
1	\$9,334	\$9,868	5.72%
2	\$18,668	\$19,736	5.72%
3	\$18,668	\$19,736	5.72%
4	\$11,668	\$12,335	5.72%
5	\$16,335	\$17,269	5.72%
6	\$18,668	\$19,736	5.72%
7	\$14,001	\$14,802	5.72%

Electric Community Investment Fees

Each City Electric account has an individual amperage rating based on electric appliances, lighting, climate control and other factors indicative of electrical demand. The Electric Community Investment (ECI) fee is charged to any customer requesting services for new development and expansion of existing services within the service area and is measured at each individual electric meter. The ECI provides capital to the Electric Department to pay for a portion of infrastructure needed to deliver electric services to new or expanded services. Staff is recommending an incremental 15 to 20% fee adjustment based on 2021 Aspen Electric fixed asset and infrastructure replacement analysis. Staff made the decision to recommend a 2022 ECI fee adjustment for 100 through 400 amp accounts of 15% and for 600 through 3,000 amp accounts a 20% fee adjustment. This structure ensures ECI fees are applied proportionally; a higher fee required by customers requiring a greater share of infrastructure and resources. The table below outlines the recommended 2022 rates and associated increase. These proposed changes are incorporated in the proposed draft Ordinance #20, (Exhibit A).

Electric Community Investment Fee (ECI) 2022					
	Residential		Commercial		
AMP Size	1 Phase 120/240V	3 Phase 120/208V	1 Phase 120/240V	3 Phase 120/208V	3 Phase 277/480V
100	\$1,501	\$ 3,001	\$ 4,002	\$ 4,500	\$ 10,385
200	\$3,002	\$ 6,001	\$ 8,004	\$ 9,001	\$ 17,309
300	\$6,003	\$ 9,752	\$ 12,006	\$ 13,501	\$ 31,156
400	\$8,004	\$ 13,003	\$ 16,008	\$ 18,001	\$ 41,542
600	\$12,528	\$ 20,352	\$ 25,056	\$ 28,176	\$ 65,022
800	\$16,704	\$ 27,136	\$ 33,409	\$ 37,568	\$ 86,695
1000	\$20,880	\$ 33,920	\$ 41,761	\$ 46,960	\$ 108,369
1200	\$25,056	\$ 40,704	\$ 50,113	\$ 56,352	\$ 130,043
1400	\$29,233	\$ 47,488	\$ 58,465	\$ 65,744	\$ 151,717
1600	\$33,409	\$ 54,272	\$ 66,817	\$ 75,136	\$ 173,391
1800	\$37,585	\$ 61,056	\$ 75,169	\$ 84,528	\$ 195,065
2000	\$41,761	\$ 67,840	\$ 83,522	\$ 93,920	\$ 216,739
2200	\$45,937	\$ 74,624	\$ 91,874	\$ 103,312	\$ 238,412
2400	\$50,113	\$ 81,409	\$ 100,226	\$ 112,704	\$ 260,086
2600	\$52,368	\$ 85,072	\$ 104,736	\$ 117,776	\$ 271,790
2800	\$54,725	\$ 88,900	\$ 109,449	\$ 123,076	\$ 284,021
3000 Plus	\$57,187	\$ 92,901	\$ 114,374	\$ 128,614	\$ 296,802

Solar PV and Battery Storage Review

In preparation for emerging technologies and additional customer interest Utilities staff has created a review process to evaluate distributed energy systems attached to the Aspen Electric Utility. Additionally, staff is proposing a new Section in Title 25 to address these technologies and their interaction with the public power grid. These code enhancements allow the Utility to review applications to ensure safety and compatibility with development and grid needs. Staff believes these new programs are critical to keep pace with the changing electric market-place and needs of our customers. These proposed changes are incorporated in section 25.04.037 in the proposed draft Ordinance #20, (Exhibit A).

FINANCIAL IMPACTS: The financial implications of the proposed electric and water rate adjustments, as well as the fee adjustments, are outlined in Water and Electric Long-Range Plans and will be part of the 2022 Budget book at the November first and second reading of Title 25—Utilities—Ordinance changes. Both the Water and Electric departments are enterprise funds supported solely by our customer base. The proposed rates outlined in Title 25 of the municipal code support the Utilities revenue stream and ultimately support the costs of utility operation, long range planning, resource development, and sustainability programing.

ENVIRONMENTAL IMPACTS: The electric and water rate structures continue to place a value on, support, and provide incentive for, conservation and efficiency practices, programs, and policies.

ALTERNATIVES: Council may request portions of the recommended rate and fee adjustments be modified during the November 2021 First Reading of Ordinance #20, Series of 2021, which will become effective January 1, 2022.

RECOMMENDATIONS: Staff requests Council move to adopt Ordinance #20, Series 2021, which will become effective January 1, 2022.

CITY MANAGER COMMENTS:

ATTACHMENTS:

Exhibit A – Ordinance #20, Series of 2021 – Title 25 - Utilities - Aspen Municipal Code

Exhibit A – ORDINANCE NO. 20

Series 2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, AMENDING AND ADDING TO TITLE 25 OF THE MUNICIPAL CODE OF THE CITY OF ASPEN--UTILITIES—SPECIFICALLY CHAPTERS 25.04 ELECTRICITY; 25.08 WATER SERVICE – GENERAL PROVISIONS; 25.12 UTILITY CONNECTIONS; 25.16 WATER RATES AND CHARGES; 25.30 WATER EFFICIENT LANDSCAPING STANDARDS; AND, DELETING CHAPTER 25.24 SUPPLY OF MUNICIPAL WATER FOR SNOWMAKING PURPOSES.

WHEREAS, the City owns and operates a public electric and water system; and

WHEREAS, the City Council has adopted a policy of requiring all users of the electric and water system operated by the City of Aspen to pay fees that fairly approximate the costs of providing such services; and

WHEREAS, the City Council supports electric and water rate structures that place a value on, and incentive for, conservation and efficiency programs, policies, and improvements; and

WHEREAS, the rates outlined in Title 25 of the municipal code support the Utilities revenue stream and ultimately support the ever-increasing costs of utility operation, long-range planning, resource development, and sustainability programing.

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

Section 1.

That Title 25 of the Municipal Code of the City of Aspen, Colorado, which section sets forth Utilities, is hereby amended, and added to, to read as follows:

Chapter 25.04. ELECTRICITY

Sec. 25.04.035. Electric Community Investment Fee.

The Electric Department must expand the electric system facilities to accommodate new development without decreasing current reliability and service standards. The Electric Department distributes electricity to the customers in its service area by means of an integrated and interdependent system-wide network of electric facilities. The Electric Community Investment (ECI) fee will be charged to any customer requesting services for new development and expansion of existing services within the service area as measured at **breaker size at meter. If breaker size is not listed in Table below, billing amps are rounded up to next available amperage size shown below.**

The ECI will provide additional capital to the Electric Department to pay for a portion of the new facilities needed to deliver electric services to new or expanded services. Effective January 1, 2022, all residential, commercial and city facilities customers of the Aspen Electric Department shall pay the ECI fee as follows:

Breaker Amperage	ECI Residential		ECI Commercial		
	1 Phase 120/240V	3 Phase 120/208V	1 Phase 120/240V	3 Phase 120/208V	3 Phase 277/480V
100	\$1,501	\$ 3,001	\$ 4,002	\$ 4,500	\$ 10,385
200	\$3,002	\$ 6,001	\$ 8,004	\$ 9,001	\$ 17,309
300	\$6,003	\$ 9,752	\$ 12,006	\$ 13,501	\$ 31,156
400	\$8,004	\$ 13,003	\$ 16,008	\$ 18,001	\$ 41,542
600	\$12,528	\$ 20,352	\$ 25,056	\$ 28,176	\$ 65,022
800	\$16,704	\$ 27,136	\$ 33,409	\$ 37,568	\$ 86,695
1000	\$20,880	\$ 33,920	\$ 41,761	\$ 46,960	\$ 108,369
1200	\$25,056	\$ 40,704	\$ 50,113	\$ 56,352	\$ 130,043
1400	\$29,233	\$ 47,488	\$ 58,465	\$ 65,744	\$ 151,717
1600	\$33,409	\$ 54,272	\$ 66,817	\$ 75,136	\$ 173,391
1800	\$37,585	\$ 61,056	\$ 75,169	\$ 84,528	\$ 195,065
2000	\$41,761	\$ 67,840	\$ 83,522	\$ 93,920	\$ 216,739
2200	\$45,937	\$ 74,624	\$ 91,874	\$ 103,312	\$ 238,412
2400	\$50,113	\$ 81,409	\$ 100,226	\$ 112,704	\$ 260,086
2600	\$52,368	\$ 85,072	\$ 104,736	\$ 117,776	\$ 271,790
2800	\$54,725	\$ 88,900	\$ 109,449	\$ 123,076	\$ 284,021
3000 and above	\$57,187	\$ 92,901	\$ 114,374	\$ 128,614	\$ 296,802

(Ord. NO 27-2017 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.04.037. Fees for distributed energy systems attached to Aspen Electric.

- (a) All projects on properties within the City of Aspen Electric Utility service area that require staff and/or engineering review or that will add distributed energy systems that could include battery storage are subject to electric development review fees prior to issuance of a city electric permit.
- (b) The electric development review fee shall be as set forth in Subsection (c) of the Section.
- (c) [Electric Development Review Fees.]

System Size in kW	Distribution Energy System Only	Distribution Energy System and Battery Storage
< 15 kW	\$150.00	\$1,000.00
15 kW and up	\$500.00	\$1,000.00

Sec. 25.04.039 Senior electric rates.

Any qualified senior citizen who so applies shall be entitled to an adjustment in the individual electric residential availability rates set forth in Section 25.04.040.

Qualified senior citizen shall be defined by the Pitkin County Social Services Department in consultation with the Pitkin County Senior Services Council.

The Utilities Director shall first coordinate with Pitkin County Social Services Department and the Pitkin County Senior Services Council as necessary to ensure that qualified senior citizens are made aware of their eligibility for this program and application procedure is conducive to their participation.

A metered residence owned or leased by qualified seniors shall pay on a monthly basis the sum of charges of: Seventy percent (70%) of standard availability charge; one hundred percent (100%) of electric consumption charge (kwh); and applicable sales tax.

(Ord. No. 17-2020, § 1, 11-24-2020)

Sec. 25.04.040. Electric service rates.

- (a) Effective in the January 2022 monthly billing, all residential, commercial and city facilities customers of the Aspen Electric Department shall pay a monthly customer availability charge as follows:

AMP Size	Standard Residential Customer	Senior Residential Customer - 70%	Small Commercial Customer	Large Commercial Customer
100 AMP	\$22.72	\$15.91	\$27.19	\$24.58
200 AMP	\$44.24	\$30.97	\$52.39	\$45.46
300 AMP	\$88.68	\$62.08	\$85.72	\$72.49
400 AMP	\$129.27	\$90.49	\$124.68	\$104.50
600 AMP	\$228.04	\$159.63	\$219.50	\$183.92
800 AMP	\$343.76	\$240.63	\$330.59	\$278.16
1000 AMP	\$478.85	\$335.19	\$460.28	\$386.45
1200 AMP	\$625.15	\$437.61	\$600.73	\$507.72
1600 AMP	\$962.74	\$673.92	\$924.81	\$780.38
1800 AMP	\$1,146.12	\$802.28	\$1,100.85	\$935.77
2000 AMP	\$1,350.62	\$945.43	\$1,297.17	\$1,102.08
2200 AMP	\$1,580.22	\$1,106.16	\$1,517.69	\$1,289.43
2400 AMP	\$1,848.86	\$1,294.20	\$1,775.70	\$1,508.64
2600 AMP	\$2,163.17	\$1,514.22	\$2,077.57	\$1,765.10
2800 AMP	\$2,530.91	\$1,771.64	\$2,430.75	\$2,065.17
3000 AMP and above	\$2,961.16	\$2,072.81	\$2,843.98	\$2,416.25

- (b) In addition to the monthly customer availability charge, and effective in the January 2022 monthly billing, the residential customer shall pay the sum of the metered use of electric energy measured in kilowatt-hours (kWh) during the department's monthly meter reading cycle multiplied by the appropriate service rate as follows:

AMP Size	Usage Up To	Per KWh	Additional Usage Up To	Per KWh	Additional Usage Up To	Per KWh	Remaining Usage Over	Per KWh
100 AMP	400	\$0.0865	1,080	\$0.1296	1,920	\$0.1964	1,920	\$0.3438
200 AMP	520	\$0.0865	1,360	\$0.1296	2,800	\$0.1964	2,800	\$0.3438
300 AMP	1,600	\$0.0865	3,600	\$0.1296	6,160	\$0.1964	6,160	\$0.3438
400 AMP	1,600	\$0.0865	3,600	\$0.1296	6,160	\$0.1964	6,160	\$0.3438
600 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
800 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
1000 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
1200 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
1600 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
1800 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
2000 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
2200 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
2400 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
2600 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
2800 AMP	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438
3000 AMP and above	2,800	\$0.0865	5,440	\$0.1296	8,800	\$0.1964	8,800	\$0.3438

- (c) Effective January 1, 2022, all electric accounts that service 5 or more individual units shall be considered a small commercial customer and shall have rates associated with a small commercial account rather than a residential account. Additionally, all commercial accounts that do not meet the requirements for large commercial designation shall be considered small commercial accounts, which includes previous class of small commercial city facilities customers and current and future Electric Vehicle charging stations. In addition to the monthly customer availability charge, and effective in the January 2022 monthly billing, the small commercial customer shall pay the sum of the metered use of electric energy measured in kilowatt-

hours (kWh) during the department's monthly meter reading cycle multiplied by the appropriate service rate as follows:

AMP Size	Usage Up To	Per KWh	Additional Usage Up To	Per KWh	Additional Usage Up To	Per KWh	Remaining Usage Over	Per KWh
100 AMP	880	\$0.0928	2320	\$0.1160	4800	\$0.1741	4800	\$0.2813
200 AMP	1280	\$0.0928	3120	\$0.1160	5760	\$0.1741	5760	\$0.2813
300 AMP	3360	\$0.0928	7120	\$0.1160	12240	\$0.1741	12240	\$0.2813
400 AMP	3360	\$0.0928	7120	\$0.1160	12240	\$0.1741	12240	\$0.2813
600 AMP	6560	\$0.0928	13200	\$0.1160	18400	\$0.1741	18400	\$0.2813
800 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
1000 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
1200 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
1600 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
1800 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
2000 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
2200 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
2400 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
2600 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
2800 AMP	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813
3000 AMP and above	13600	\$0.0928	28000	\$0.1160	44800	\$0.1741	44800	\$0.2813

- (d) In addition to the monthly customer availability charge, and effective in the January 2022 monthly billing, the large commercial customer, which includes previous class of large commercial city facilities customers and current and future Electric Vehicle charging stations, (with operable demand metering systems in place and measured usage of forty (40) kW and greater) shall pay the sum of the metered use of electric energy

measured in kilowatt-hours (kWh) during the department's monthly meter reading cycle multiplied by the appropriate service rate as follows, plus a demand charge per kW of metered customer peak usage for that meter reading cycle:

AMP Size	Usage Up To	Per KWh	Remaining Usage Over	Per KWh	Demand Charge on Customer Peak kW
100 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
200 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
300 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
400 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
600 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
800 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
1000 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
1200 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
1600 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
1800 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
2000 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
2200 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
2400 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
2600 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
2800 AMP	23200	\$0.0638	23200	\$0.0797	\$19.83
3000 AMP and above	23200	\$0.0638	23200	\$0.0797	\$19.83

- (e) In addition to the monthly customer availability charge, and effective in the January 2022 monthly billing, an alternative 200 AMP customer rate shall be available for new deed-restricted, residential properties with electric heat and built in compliance with International Energy Conservation Codes 2015 edition as stated in Municipal Code 8.46 including amendments as stated in Ordinance 40, Series of 2016. This rate will only be applied to deed-restricted residential electric accounts that have been reviewed and approved as a qualifying residential property by the Utilities Director. This rate shall be the sum of the metered use of electric energy measured in kilowatt-hours (kWh) during the department's monthly meter reading cycle multiplied by the appropriate service rate as follows:

AMP Size	Usage Up To	Per KWh	Additional Usage Up To	Per KWh	Additional Usage Up To	Per KWh	Remaining Usage Over	Per KWh
200 AMP	1,100	\$0.0865	2,800	\$0.1296	4,000	\$0.1964	4,000	\$0.3438

(Code 1971, § 23-18.1; Ord. No. 42-1984, § 1 ; Ord. No. 76-1992, § 1 ; Ord. No. 36-1996, § 1 ; Ord. No. 41-2004, § 1 ; Ord. No. 7-2006, § 1 ; Ord. No. 37-2008 ; Ord. No 29-2011 ; Ord. No. 36-2011 ; Ord. No. 37-2014, § 1 ; Ord. No. 44-2015 , Ord. No. 38-2016 , Ord. No. 27-2017 ; Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.04.046. Property owners financially liable for unpaid utility charges and fees. In situations where unpaid electric utility charges and fees remain on a finaled owner or tenant account, the current owner will be financially responsible and liable for these previous amounts due forty-five (45) days after the transfer of previous owner or tenant.

Chapter 25.08. WATER SERVICE—GENERAL PROVISIONS

Sec. 25.08.090. Equivalent capacity units.

(a) All water service shall be rated by the Water Department in accordance with the following table:

(1) LONG-TERM RESIDENTIAL (Occupancy extending more than one (1) month):

	ECU
1st full bath	0.36
2nd full bath	0.24
Each additional full bath	0.12
Each kitchen (full cooking facilities)	0.25
Each kitchenette (modest cooking facilities)	0.15
Each bedroom	0.10

(2) LODGING BEDROOMS (Occupancy per person extending less than one (1) month):

	ECU
Each bedroom with no bath or cooking facilities, but with dormitory style bathrooms in hallways	0.45
Each bedroom with no bath, but with modest cooking facilities and dormitory style bedrooms in hallways	0.60
Each bedroom with full bath but no cooking facilities	0.55
Each bedroom with full bath and wet bar (microwave and under the counter icebox)	0.65
Each bedroom with full bath and modest cooking facilities	0.70

(3) SHORT- OR MIXED-TERM RESIDENTIAL (Occupancy per person extending less than one (1) month):

	ECU
Each full bath	0.36
Each kitchen (full cooking facilities)	0.25

Each bedroom	0.30
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(4) IRRIGATION:

	Line Size	Minimum ECU Rating
Each bib hose in addition to sprinkler system (fixed piping/spray or drip emitters, i.e., hose bib w/ irrigation)	Any	0.05
Hose bib only (i.e., hose bib for irrigation):		
1 st hose bib	Any	0.20
2 nd hose bib	Any	0.10
3 rd hose bib	Any	0.05

Yard Hydrant	.5/hydrant
Irrigation System - Spray	0.01/100 Sq. Ft.
Drip Irrigation System	0.001/100 Sq. Ft.

- (5) RESTAURANTS: Each seat: 0.07 ECU.
- (6) NONPROFIT CAFETERIA (including school cafeterias): Each seat: 0.048 ECU 1st 25/0.024 ECU thereafter.
- (7) OFFICE SPACE: Each one hundred (100) square feet: 0.02 ECU.
- (8) RETAIL SPACE: Each one hundred (100) square feet: 0.01 ECU.
- (9) COMMERCIAL RECREATIONAL FACILITIES: Each customer: 0.04 ECU.
- (10) NONPROFIT RECREATIONAL FACILITIES (including school gyms): Each customer/pupil: 0.04 ECU.
- (11) THEATERS, AUDITORIUMS, CONVENTION HALLS AND ASSEMBLY PLACES: Each ten (10) seats: 0.080 ECU year-round/0.048 ECU summer.
- (12) SCHOOL ROOMS (not including cafeteria, kitchens, gyms, auditoriums, and administrative office space): Each pupil: 0.02 ECU per maximum capacity.
- (13) WAREHOUSE OR INDUSTRIAL SPACE: Each one thousand (1,000) square feet: 0.12 ECU.
- (14) GAS STATIONS: Each service or lubrication bay: 0.25 ECU.
- (15) CAR WASHES: Each manual washing bay: 0.95 ECU/each automatic washing bay: 1.45 ECU.
- (16) HOSPITALS, NURSING HOMES, SANITARIUMS, AND DETENTION CENTERS: Each bed: 0.50 ECU.
- (b) The Water Department shall establish fixture or irrigated area maximums for all ECU ratings under Subsection (a). For all fixtures or irrigated area in excess of said maximums, the Water Department shall increase the ECU rating in accordance with the following table:

	ECU
Toilet/urinal	0.05
Mop/laundry sink (per compartment)	0.05
Kitchen sink (per compartment)	0.05
Lavatory sink (per compartment)	0.02
Combo toilets (toilet/bidet, toilet/lav)	0.07
Bar sink (per compartment)	0.05

Garbage disposal	0.05
Household dishwasher	0.10
Commercial dishwasher (per ¾" of supply line diameter)	0.10
Dishwasher drawer (single)	0.05
Steamer oven	0.05
Household clothes washer	0.10
Commercial clothes washer (per ¾" of supply line diameter)	0.10
Commercial icemaker (per ¾" of supply line diameter)	0.05
Steam room	0.08
Water bottle fill station	0.05
Whole home humidifier	0.30
Coffee urn	0.05
Tub/shower (combined or separate)	0.05
Bidet	0.05
Wet saunas	0.08
Humidifiers	0.05
Jacuzzi/spa (per 100 gal. of capacity)	0.02
Swimming pool (per 1,000 gal. of capacity):	0.02
Industrial process or wastewater (not served by sanitary sewer): Each 1,000 gal./day non-consumptively used	1.50
Each 1,000 gal./day consumptively used	3.90
Fountains:	
Non-continuous drinking	0.05
Continuous drinking	0.50
Non-recycling decorative	0.50
Recycling decorative	0.10
Water softener (per ECU):	
Residential	0.02
Commercial	0.01
Fire protection sprinkler heads	0.00

- (c) No outdoor water features will be allowed on Aspen Water utility accounts effective January 1, 2022.
- (d) In the event that the water service cannot be adequately rated under the tables in Subsections (a) and (b) or if there are unusual or special circumstances warranting a special ECU rating, the service may be rated as determined by the Water Department at the customer's expense. The Water Department may also adjust the ECU rating of any water service if the metered demand of such service differs substantially from the ECU rating under Subsections (a) and (b).
- (d) In no event shall the ECU rating be less than the following minimums:

Line Size	Minimum ECU Rating
¾"	1.0
1"	2.0
1¼"	3.0
1½"	4.0
2"	8.0

4"	20.0
6"	30.0
8"	60.0

For line sizes larger than six (6) inches, the minimum ECU rating shall be determined by the Water Department after consultation with the City Manager.

(e) The ECU rating per customer pursuant to Subsections (a), (b), (c) or (d) shall be applied in calculating utility investment charges under Section 25.12.040 and in calculating monthly demand, extraordinary water use, and fire protection charges under Sections 25.16.010 and 25.16.020.

(f) Commercial agricultural uses shall be limited to a maximum of one (1) ECU of potable water without the prior express written consent of the City Manager.

(Code 1971, § 23-44; Ord. No. 27-1985, § 1; Ord. No. 36-1995, § 1; Ord. No. 43-1996, § 16; Ord. No. 30-2012 § 4; Ord. No. 15-2019, § 2, 6-24-2019; Ord. No. 24-2019, § 1, 11-26-2019; Ord. No. 17-2020, § 1, 11-24-2020)

Chapter 25.12. UTILITY CONNECTIONS

Sec. 25.12.040. Utility investment charges.

- (a) The utility investment charge per each equivalent capacity unit (ECU) for each billing area shall be as set forth in Subsection (d) of this Section.
- (b) The total utility investment charge for a customer shall be the customer's ECU rating multiplied by the charge in Subsection (d).
- (c) Before any water is furnished, pursuant to a utility connection application and permit, Water Department personnel shall inspect the property designated on the application and shall certify on the application that the ECU rating on the application equals the ECU rating for the property as developed. Prior to inspection, water may only be furnished to the property for construction purposes upon proper payment therefor. If the ECU rating for the property as developed is less than the ECU rating on the application, the applicant shall be entitled to a refund of any overpayment of the total utility investment charge, but no refund shall be made of any utility hookup charge or of any water main extension costs, water rights dedication fees, interest on any overpayment or other connection costs because of a reduced ECU rating. If the ECU rating of the developed property is greater than the ECU rating on the application and no larger or additional connections are made, no water shall be furnished until the deficit in the total utility investment charge has been paid. If a larger or additional connection is made, no water shall be furnished until the deficits in the total utility investment charge, the utility hookup charge and all other applicable charges and fees, have been paid. In every case, the Utility Connection Permit shall be amended as necessary to reflect the final ECU rating for the property, and the connections.
- (d) Utility investment charges (tap fees) are computed as follows:
 - (1) For the purpose of utility investment charge computation, the following fees shall be assessed per ECU effective January 1, 2022:

Billing Area	Charges per ECU
Billing Area 1	\$9,868
Billing Area 2	\$19,736

Billing Area 3	\$19,736
Billing Area 4	\$12,335
Billing Area 5	\$17,269
Billing Area 6	\$19,736
Billing Area 7	\$14,802
Billing Area 8	Reserved

The total utility investment charge shall be the utility investment charge per ECU multiplied by the number of ECU points for the utility connection applied for by the applicant.

- (e) System development charges recommended by the Water Department may be authorized from time to time by the City Council. System development charges are fees intended to provide for additional water system development that is intended to enhance the reliability of City water service to all customers, and may include, for example, well system development fees or plant investment fees. Effective January 1, 2021, Well System Development fees that be calculated at a rate of one thousand six hundred seventy-five dollars (\$1,675.000)/ECU.

(Code 1971, § 23-58; Ord. No. 27-1985, § 1; Ord. No. 54-1986, § 1; Ord. No. 34-1988, § 6; Ord. No. 19-1990, § 3; Ord. No. 39-1993, § 5; Ord. No. 30-2012 § 8; Ord. No. 28-2018; Ord. No. 24-2019, § 1, 11-26-2019; Ord. No. 17-2020, § 1, 11-24-2020)

Sec. 25.12.060. Utility hookup charge.

- (a) A utility hookup charge shall be paid to the City to recover the cost of labor and equipment required to make a tap. Effective January 1, 2022, the utility hookup charge shall be as follows:

Line Size	Charges
3/4"	\$1,500.00
1"	\$2,000.00
1.5"	\$2,500.00
2"	\$3,000.00
4"	\$4,000.00
6"	\$5,000.00
8"	\$6,000.00

- (b) In addition to the costs listed above, the cost of the corporation stop, and other materials used in making the tap shall be charged at the actual cost of materials plus a twenty-five percent (25%) handling and stocking charge. The cost of the installation of the corporation stop shall also be included. The water user shall furnish and pay for all other materials, labor and all expenses in and about the making of all connections with the main, including all costs of the service lines and meter installations, except for the specific costs included in the utility hookup charge in this Section.
- (c) If warranted by unusual or special circumstances, the Water Department may impose special utility hookup charges.

(Code 1971, § 23-58; Ord. No. 27-1985, § 1; Ord. No. 54-1986, § 1; Ord. No. 34-1988, § 6; Ord. No. 19-1990, § 3; Ord. No. 39-1993, § 5; Ord. No. 30-2012 § 9; Ord. No. 30-2018; Ord. No. 24-2019, § 1, 11-26-2019; Ord. No. 17-2020, § 1, 11-24-2020)

Sec. 25.12.070. Additional service; fixtures; credits.

- (a) No additional service, change of fixtures or demand factors, or change in use of an existing utility connection may be made without application and a utility connection permit issued therefor by the Water Department pursuant to this Chapter. Utility connection permits may be subject to conditions necessary to protect the best interests of the city water utility, including a requirement that a larger tap be installed.
- (b) Any additional service, change of fixtures or demand factors or changes in use shall be subject to payment of a utility investment charge (tap fee) and applicable system development charge, based upon the additional ECU rating associated with such additional service, change of fixtures or demand factors or change in use. In no event shall there be any refund or reimbursement under this Section for a reduction in the ECU rating for any utility service. If a larger utility service connection is required, the utility hookup charge shall be assessed as for a new utility service connection.
- (c) In the calculation of the utility investment charge and applicable system development charge to be paid by the owner of residential or commercial structures, which are to be substantially remodeled or rebuilt, the utility investment charge and applicable system development charge shall be the charge determined in accordance with Section 25.12.040 for the completed structure, minus the amount of any utility investment charges and system development charges actually previously paid by the landowner or the predecessor of the landowner for connection of water service to the existing structure or structures on the property. Where structures are not substantially remodeled or rebuilt but are merely renovated or less than substantially remodeled the utility investment charge and system development charge shall be the charge determined in accordance with Section 25.12.040 for a new connection having an ECU rating equal to the difference between the new ECU rating of the structure and the former ECU rating of the structure; provided, however, that new water conserving devices are installed in the structure which meet the City standards for new water using devices.
 - (1) "Substantial remodel" shall be defined as the increase by fifty percent (50%) in the water using capacity of new water using devices or fixtures installed on a property, as measured by the ECU rating of the existing and proposed structure(s).
 - (2) "Rebuilt" shall be defined as the removal and total reconstruction of a structure on a particular piece of property.
 - (3) The calculation for the credit to be given for property on which the structures are substantially remodeled or rebuilt shall take into account the amount actually paid for utility investment charges (tap fees) and system development charges in the records as maintained by the City. If no such records are maintained or it is impossible to determine the credit to be given, the credit shall be as calculated by the Water Department, taking into account the following in addition to other criteria deemed relevant:
 - a. Size of the water main servicing the area;
 - b. Size of the service line to the property;
 - c. Size of the meter installed;
 - d. Age and use of the building;
 - e. Date of original connection to the city water service;
 - f. History of fixture installations and upgrades;
 - g. Fees charged to similarly situated customers
 - h. Any verifiable and relevant records of the applicant;

- i. Consideration other than money (e.g., water system upgrades, easements, or water rights) given to the City in exchange for the charge for utility connection or net benefit to the water system; and,
 - j. Unamortized capital expended for improvements to the system since the date of connection which has not been recovered by the water rates paid by the landowner.
- (4) In the event the landowner disputes the amount of credit to be given, he or she shall request and pay the costs of arbitration of the issue by the manager of the **City of Aspen Finance department**. The conclusion of the arbitrator shall be final if the land is located within the incorporated limits of the City. The City, at its sole discretion, may decline to connect or increase water service for customers outside of the City at the credit established by the arbitrator.

(Code 1971, § 23-62; Ord. No. 27-1985, § 1; Ord. No. 19-1990 ; Ord. No. 30-2012 § 10; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.12.150. Disconnections; maintenance of corporation stop, curb stop, curb box and meters.

- (a) In case any owner of premises on which water is used shall cease to use water and desires to disconnect his or her premises, he or she shall not be permitted to remove the curb stop, curb box or meter and appurtenances, except with permission from the Water Department. **Corporation stops will be installed by the Water Department but are the property of the owner and shall only be removed or operated by the owner.**
- (b) The owner of property serviced shall be responsible for the repair and maintenance of the service line, **corporation stop**, curb stop, curb box and meter and is further responsible for insuring that none of the above become damaged or inaccessible by reason of landscaping, foliage, or construction of improvements on the premises. Note: Maximum allowable age of water meters installed within the Aspen Water Service Area is twenty-five (25) years. Water meters exceeding twenty-five (25) years of age will be required for replacement by the Aspen water department through a customer outreach process. New water meters and their install will be at the expense of the property owner.
- (c) In such event a meter, remote and/or Meter Transmitting Unit (MTU) is damaged or concealed or otherwise made inaccessible, the Water Department shall direct that the water user be billed the unmetered rate for his or her water service until such time as the meter, remote and/or MTU is again made operable or accessible by the owner.

(Code 1971, § 23-70; Ord. No. 27-1985, § 1; Ord. No. 30-2102 § 18; Ord. No. 17-2020 , § 1, 11-24-2020)

Chapter 25.16. WATER RATES AND CHARGES

Sec. 25.16.010. Monthly rates for metered water service.

All metered water accounts except temporary construction, grandfathered-in, and pre-tap customer accounts shall pay on a monthly basis the sum of charges one (1) through four (4) that follow:

- (a) Effective in the January 2021 monthly billing, all metered accounts shall pay a monthly demand charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
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1	1.00	\$6.22
2	2.00	\$12.44
3	2.00	\$12.44
4	1.25	\$7.78
5	1.75	\$10.89
6	2.00	\$12.44
7	1.50	\$9.33

- (b) Effective in the January 2021 monthly billing, all metered accounts shall pay a monthly variable charge per ECU as follows:

Usage Per ECU Up To	Per 1,000 Gallons Rate	Additional Usage Per ECU Up To	Per 1,000 Gallons Rate	Additional Usage Per ECU Up To	Per 1,000 Gallons Rate	Remaining Usage Per ECU Over	Per 1,000 Gallons Rate
4,000	\$3.31	12,000	\$4.24	16,000	\$6.08	16,000	\$9.11

- (c) Effective in the January 2021 monthly billing, all metered accounts within service area pumped zones shall pay a monthly pumping charge per one thousand (1,000) gallons as follows:

# of Pumps	Rate Per 1,000 Gallons Pumped
1	\$2.85
2	\$5.70
3	\$8.55

- (d) Effective in the January 2021 monthly billing, all metered accounts shall pay a monthly fire protection charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
1	1.00	\$4.06
2	2.00	\$8.12
3	2.00	\$8.12
4	1.25	\$5.08
5	1.75	\$7.11
6	2.00	\$8.12
7	1.50	\$6.09

(Code 1971, § 23-101; Ord. No. 27-1985, § 1 ; Ord. No. 48-1986, § 1[A]; Ord. No. 51-1987, § 1 ; Ord. No. 18-1988, § 1; Ord. No. 34-1988, § 1 ; Ord. No. 19-1990, § 2 ; Ord. No. 39-1993, § 6; Ord. No. 45-1999, § 16 ; Ord. No. 41-2004, § 2 [part] ; Ord. No. 7-2006, § 2 ; Ord. No. 35-2011, § 2 ; Ord. No. 30-2012 § 20 ; Ord. No 38-2014, § 1 ; Ord. No 45-2015 § 1 , Ord. No. 38-2016 ; Ord. No. 27-2017 ; Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.16.011. Bulk rates for metered water service.

- (a) Effective in the January 2021 monthly billing, the bulk water sales rate and two-tier structure for Buttermilk Metro District will be:

Monthly Block Tiers in Per 1,000 Gallons	Rate Per 1,000 Gallons
First 2,940 gallons	\$5.12
Over 2,940 gallons	\$12.01

- (b) Effective January 1, 2019, the demand charge per fill up for the filler hydrant bulk water sales pursuant to Subsection 25.08.020(e) shall be twenty dollars (\$25.00) per use.
- (c) Effective January 1, 2019, the variable charge for filler hydrant raw water bulk water sales pursuant to Subsection 25.08.020(e) shall be \$15.00 per 1,000 gallons.

(Ord. No. 45-2015 , Ord. No. 38-2016 ; <https://records.cityofaspen.com/WebLink/DocView.aspx?id=1412784> "web="yes">Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.16.012. Raw water rates for general raw water accounts.

- (a) The raw water rates for non-pressurized raw water irrigation accounts for unmetered service on a per thousand (1,000) irrigated square foot basis to be billed prospectively on an annual basis at the start of each irrigation season are as follows:
- (b) Effective January 1, 2021 the non-pressurized raw water rate per irrigation season is as follows:

Non-Pressurized Raw Water	2022 Rate
Per 1,000 Sq. Ft.	\$41.79

- (c) Carriage rates for raw water (refer to "Definitions" section), shall be the same as set forward in Paragraph (d) below except where a valid contract for conveyance of the customer's own water rights provides for a different rate.
- (d) It shall be unlawful for any person to pump or convey water from the raw water ditches without a valid raw water license agreement. Any persons doing so will be subject to a penalty of five hundred dollars (\$500.00) for the first offense, one thousand dollars (\$1,000.00) for the second offense and one thousand five hundred dollars (\$1,500.00) for each additional offense.

(Ord. No. 41-2004, § 5 ; Ord. No. 35-2011, § 3 ; Ord. No. 30-2012 § 23 ; Ord. No. 45-2015 , Ord. No. 38-2016 ; Ord. No. 27-2017 ; Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.16.013. Raw water rates for Thomas Raw Water and other pressurized non-potable line accounts.

- (a) Raw water rates for accounts using the Thomas Raw Water line or any other pressurized, non-potable water line accounts (including reclaimed water) shall be set in accordance with methods established for cost recover recommendations by the American Water Works Association.

- (b) Where specific rates are established by a valid contract for raw water service and such rates result in a lower cost of service than that provided in Subsection 25.16.012(a), the contractual rate will prevail.
- (c) All water use from the system requires the installation of an operable water meter. Such uses in place prior to 2009 shall install an operable water meter no later than January 20, 2009.
- (d) Provisions for billing are as follows: All pressurized raw water accounts shall have a working meter at the beginning of each irrigation season, no later than April 15th.
- (1) Effective January 1, 2022 metered rates for pressurized raw water accounts for seasonal delivery of non-potable water is as follows:

Metered Pressurized Raw Water - Billing to Occur Monthly - May through October	2021 Rate
Per 1,000 Gallons.	\$4.84

- (2) If the raw water meter required in paragraph (c) above ceases to function properly during the irrigation season, a seasonal bulk water delivery rate has been established as the basis for billing the non-potable pressurized water delivery. Effective January 1, 2022 the unmetered, pressurized raw water rate for seasonal delivery of non-potable water is as follows:

Unmetered Pressurized Raw Water - Billing to Occur Monthly - May through October	2022 Rate
Seasonal Rate Per 1,000 Sq. Ft.	\$170.60
Monthly Rate Per 1,000 Sq. Ft. - Based on 6-Month Irrigation Season	\$28.43

- (e) Carriage rates for raw water, (see "Definitions" section), shall be the same as those in Paragraph (d)(1) except where a valid contract provides for alternate method and procedures for billing.
- (f) It shall be unlawful for any person to pump or convey water from the raw water ditches without a valid raw water license agreement. Any persons doing so will be subject to a penalty of five hundred dollars (\$500.00) for the first offense, one thousand dollars (\$1,000.00) for the second offense and one thousand five hundred dollars (\$1,500.00) for each additional offense.

(Ord. No. 41-2004, § 5 ; Ord. No. 30-2012 § 23 ; Ord. No. 38-2014 § 3 ; Ord. No. 45-2015 ; Ord. No. 27-2017 ; Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.16.014. Monthly rates for temporary construction water service.

All temporary construction water accounts shall pay monthly the sum of charges one (1) and two (2).

- (a) Effective in the January 2022 month billing, all temporary construction accounts shall pay a monthly demand charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
1	1.00	\$6.22
2	2.00	\$12.44
3	2.00	\$12.44
4	1.25	\$7.78
5	1.75	\$10.89

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6	2.00	\$12.44
7	1.50	\$9.33

- (b) Effective in the January 2022 monthly billing, all temporary construction accounts shall pay a monthly fire protection charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
1	1.00	\$3.57
2	2.00	\$7.14
3	2.00	\$7.14
4	1.25	\$4.46
5	1.75	\$6.25
6	2.00	\$7.14
7	1.50	\$5.36

(c) Construction accounts shall pay demand and fire protection charges at the same rates as metered customers for a temporary nine-month period. Variable and pumping charges will be waived for a maximum of nine (9) months, or the duration of the construction project, whichever is less. Construction account ECU's will be based on information shown on the building permit and "review" utility connection permit.

(Ord. No. 35-2011 § 4 ; Ord. No. 30-2012 § 24 ; Ord. No. 38-2014 § 4 ; Ord. No. 45-2015 ; Ord. No. 27-2017 ; Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.16.015. Monthly rates for grandfathered-in water service

All grandfathered-in water accounts shall pay monthly the sum of charges one (1) and two (2).

- (a) Effective in the January 2022 monthly billing, all grandfathered-in accounts shall pay a monthly demand charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
1	1.00	\$6.22
2	2.00	\$12.44
3	2.00	\$12.44
4	1.25	\$7.78
5	1.75	\$10.89
6	2.00	\$12.44
7	1.50	\$9.33

- (b) Effective in the January 2022 monthly billing, all grandfathered-in accounts shall pay a monthly fire protection charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
1	1.00	\$3.57
2	2.00	\$7.14
3	2.00	\$7.14
4	1.25	\$4.46

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5	1.75	\$6.25
6	2.00	\$7.14
7	1.50	\$5.36

(Ord. No. 35-2011 § 5 ; Ord. No. 30-2012 § 26 ; Ord. No. 38-2014 § 5 ; Ord. No. 45-2015 , Ord. No. 38-2016 ; Ord. No. 27-2017 ; Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.16.016. Monthly rates for pre-tap water service.

All pre-tap water accounts shall pay the sum of charges one (1) and two (2).

- (a) Effective in the January 2022 monthly billing, all pre-tap accounts shall pay a monthly demand charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
1	1.00	\$6.22
2	2.00	\$12.44
3	2.00	\$12.44
4	1.25	\$7.78
5	1.75	\$10.89
6	2.00	\$12.44
7	1.50	\$9.33

- (b) Effective in the January 2022 monthly billing, all pre-tap accounts shall pay a monthly fire protection charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
1	1.00	\$4.06
2	2.00	\$8.12
3	2.00	\$8.12
4	1.25	\$5.08
5	1.75	\$7.11
6	2.00	\$8.12
7	1.50	\$6.09

(Ord. No. 35-2011 § 6 ; Ord. No. 30-2012 § 26 ; Ord. No. 38-2014 § 6 ; Ord. No. 45-2015 , Ord. No. 38-2016 ; Ord. no. 27-2017 ; Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.16.020. Monthly rates for unmetered water service.

All unmetered water accounts shall pay the sum of charges one (1) and two (2).

- (a) Effective in the January 2022 monthly billing, all unmetered water service accounts shall pay a monthly demand charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
1	1.00	\$110.79
2	2.00	\$221.60

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3	2.00	\$221.60
4	1.25	\$138.50
5	1.75	\$193.90
6	2.00	\$221.60
7	1.50	\$166.20

- (b) Effective in the January 2022 monthly billing, all unmetered water service accounts shall pay a monthly fire protection charge per ECU as follows:

Billing Area	Billing Factor (Included)	Per ECU Rate
1	1.00	\$4.06
2	2.00	\$8.12
3	2.00	\$8.12
4	1.25	\$5.08
5	1.75	\$7.11
6	2.00	\$8.12
7	1.50	\$6.09

(Ord. No. 35-2011, § 6 ; Ord. No. 30-2012 § 27 ; Ord. No. 38-2014, § 7 ; Ord. No. 45-2015 , Ord. No. 38-2016 ; Ord. No. 27-2017 ; Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.16.021 Senior Water Rates.

- (a) Any qualified senior citizen who so applies shall be entitled to an adjustment in the individual water rates set forth in Sections 25.16.010 and 25.16.020.
- (b) Qualified senior citizen shall be defined by the Pitkin County Social Services Department in consultation with the Pitkin County Senior Services Council.
- (c) The Utilities Director shall first coordinate with Pitkin County Social Services Department and the Pitkin County Senior Services Council as necessary to ensure that qualified senior citizens are made aware of their eligibility for this program and application procedure is conducive to their participation.
- (d) A metered residence owned or leased by qualified seniors shall pay on a monthly basis the sum of charges one (1) through four (4) that follow:
- (1) Effective in the January 2022 monthly billing, all senior metered accounts shall pay a monthly demand charge per ECU as follows:

Billing Area	Billing Factor (Included)	Percentage of Regular Metered Demand	Per ECU Rate
1	1.00	90%	\$5.60
2	2.00	90%	\$11.20
3	2.00	90%	\$11.20
4	1.25	90%	\$7.00
5	1.75	90%	\$9.80
6	2.00	90%	\$11.20
7	1.50	90%	\$8.40

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- (2) Effective in the January 2022 monthly billing, all senior metered accounts shall pay a monthly variable charge per ECU as follows:

Usage Per ECU Up To	Per 1,000 Gallons Rate	Additional Usage Per ECU Up To	Per 1,000 Gallons Rate	Additional Usage Per ECU Up To	Per 1,000 Gallons Rate	Remaining Usage Per ECU Over	Per 1,000 Gallons Rate
4,000	\$3.31	12,000	\$4.24	16,000	\$6.08	16,000	\$9.11

- (3) Effective in the January 2022 monthly billing, all senior metered accounts within service area pumped zones shall pay a monthly pumping charge per 1,000 gallons as follows:

# of Pumps	Rate Per 1,000 Gallons Pumped
1	\$2.85
2	\$5.70
3	\$8.55

- (4) Effective in the January 2022 monthly billing, all senior metered accounts shall pay a monthly fire protection charge per ECU as follows:

Billing Area	Billing Factor (Included)	Percentage of Regular Metered Demand	Per ECU Rate
1	1.00	90%	\$3.65
2	2.00	90%	\$7.31
3	2.00	90%	\$7.31
4	1.25	90%	\$4.57
5	1.75	90%	\$6.39
6	2.00	90%	\$7.31
7	1.50	90%	\$5.48

- (c) An unmetered residence owned or leased by qualified senior citizens shall pay on a monthly basis the sum of charges one (1) through two (2) that follow:

- (1) Effective in the January 2022 monthly billing, all senior unmetered accounts shall pay a monthly demand charge per ECU as follows:

Billing Area	Billing Factor (Included)	Percentage of Regular Metered Demand	Per ECU Rate
1	1.00	30%	\$33.24
2	2.00	30%	\$66.48
3	2.00	30%	\$66.48
4	1.25	30%	\$41.55
5	1.75	30%	\$58.17
6	2.00	30%	\$66.48
7	1.50	30%	\$49.86

- (2) Effective in the January 2022 monthly billing, all senior unmetered accounts shall pay a monthly fire protection charge per ECU as follows:

Billing Area	Billing Factor (Included)	Percentage of Regular Metered Demand	Per ECU Rate
1	1.00	30%	\$1.22
2	2.00	30%	\$2.44
3	2.00	30%	\$2.44
4	1.25	30%	\$1.52
5	1.75	30%	\$2.13
6	2.00	30%	\$2.44
7	1.50	30%	\$1.83

(Code 1971, § 23-102; Ord. No. 27-1985, § 1 ; Ord. No. 48-1986, § 1(A) (B) ; Ord. No. 51-1987, § 2 ; Ord. No. 1-1988 ; Ord. No. 8-1990, § 2 ; Ord. 39-1993, § 7 ; Ord. No. 35-2011, § 8 ; Ord. No. 30-2012, § 28 ; Ord. No. 38-2014, § 8 ; Ord. No. 45-2015 ; Ord. No. 38-2016 ; Ord. No. 27-2017 ; Ord. No. 28-2018 ; Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 17-2020 , § 1, 11-24-2020)

Sec. 25.16.023. Property owners financially liable for unpaid utility charges and fees. In situations where unpaid water utility charges and fees remain on a finaled owner or tenant account, the current owner will be financially responsible and liable for these previous amounts due forty-five (45) days after the transfer of previous owner or tenant.

Sec. 25.16.035. Backflow prevention and cross-connection control.

- (a) The purpose of this backflow prevention and cross-connection control program is to protect the City's water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection. As a supplier of public drinking water, the City of Aspen has the authority to survey all service connections within the City's water distribution system to determine whether any connection is a cross-connection; to control all service connections within the distribution system that are cross-connections; to charge a fee for the administration of the cross-connection control program; to maintain records of surveys and the installation, testing and repair of all backflow prevention assemblies permitted or required under this program; and to administer, implement and enforce the provisions of this cross-connection control program.
- (b) The provisions of this Section apply to all commercial, industrial, multi-family, and single-family residential service connections with the City's potable water system.
- (c) Definitions:

Active Date means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.

Air Gap is a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.

Backflow means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the public water systems distribution system from any source or sources other than its intended source.

Backflow Contamination Event means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

Backflow Prevention Assembly means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant or pollutant at the cross connection and is an in-line field-testable assembly.

Backflow Prevention Method means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant or pollutant at the cross connection.

Certified Cross-Connection Control Technician means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

Containment means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the City's water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the City's water system is prevented.

Containment by Isolation means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the City's water system is prevented.

Controlled means having an appropriate and properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.

Cross Connection means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer's water system into a public water system's distribution system or any other part of the public water system through backflow

Multi-Family means a single residential connection to the City water system's distribution system from which two (2) or more separate dwelling units are supplied water.

Service Connection means any connection of a water supply or premises plumbing system to the City of Aspen's water distribution or system.

Single-family means:

- (1) A single dwelling which is occupied by a single family and is supplied by a separate service line; or
- (2) A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.

Uncontrolled means not having an appropriate and/or properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

Water Supply System means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premises plumbing systems.

(d) Requirements:

- (1) Commercial, industrial, multi-family, and single-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified, an appropriate backflow prevention

assembly and or method shall be installed at the customer's water service connection within ninety (90) days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within ninety (90) days, the Utilities Department shall take action to control or remove the cross connection, suspend service to the cross connection, and/or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

- (2) In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly, unless such connections or tees are adequately controlled to achieve containment by isolation.
 - a. In instances in which an appropriate backflow preventer cannot be installed to achieve containment, the property owner must install approved backflow prevention devices or methods at all cross-connections within the premises plumbing system to achieve containment by isolation.
- (3) Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing, and repair, and in accordance with the guidelines and requirements set forth in the Plumbing Code currently observed by the City of Aspen.
- (4) Reduced pressure principle backflow preventers shall not be installed in a manner or location that is subject to flooding.
- (5) Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.
- (6) All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed upon cessation of those seasonal services in lieu of being protected from freezing. Any and all assemblies and methods that are removed from seasonal points of service in lieu of being protected from freezing must be reinstalled and tested by a certified cross connection control technician prior to recommencing seasonal service.
- (7) Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, an approved, listed, and adequately sized expansion tank or other approved device having a similar function to control thermal expansion shall be installed.
- (8) All backflow prevention assemblies shall be inspected and tested at the time of installation and inspected and tested at least once annually thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician. Backflow Inspectors are required to tag inspected backflow assemblies indicating date of inspection, a pass/fail designation, and their certification information. This tag requirement includes PVBs on irrigation systems.
- (9) The City Utilities Department shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within a customer's premises plumbing system in the cases where containment assemblies and or methods cannot be installed.
- (10) All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.
- (11) No grandfather clauses exist except for fire sprinkler systems in which the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.

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- (12) All building plans for new buildings must be submitted to the City of Aspen Water and Engineering Departments for review and must be approved by both Departments prior to the provision of water service. Building plans must show:
- a. Water service type, service line size, and location;
 - b. Water meter size and location;
 - c. Backflow prevention assembly size, type, and location;
 - d. Fire sprinkler system type, line size, location, and type of backflow prevention assembly.
- (13) All fire sprinkler lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
- (14) All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
- (15) Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
- (16) In cases wherein the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system, the City Utilities Department can choose to not require the backflow protection. In such cases, the City Utilities Department will measure chlorine residual at a location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the City Utilities Department suspects water quality issues, the Department will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically and require such flushing where practicable.
- (e) Backflow prevention assemblies or methods shall be tested by a certified cross-connection control technician upon installation and tested at least once annually thereafter. The tests shall be conducted at the expense of the customer.
- (1) Any backflow prevention assemblies or methods that are non-testable shall be inspected at least once annually by a certified cross-connection control technician and replaced at least every five (5) years by a master plumber. The inspections and replacements shall be made at the expense of the customer.
 - (2) As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.
 - (3) Testing gauges shall be tested and calibrated for accuracy at least once annually.
- (f) Reporting and Recordkeeping:
- (1) Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.
 - (2) Copies of records of test reports, repairs and retests shall be submitted to the Utilities Department by mail, e-mail, or hand-delivery by the testing company or testing technician.
 - (3) Information on test reports shall include, but may not be limited to,
 - a. Assembly or method type
 - b. Assembly or method location
 - c. Assembly make, model and serial number
 - d. Assembly size

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- e. Test date; and
 - f. Test results including all results that would justify a pass or fail outcome
 - g. Certified cross-connection control technician certification agency
 - h. Technician's certification number
 - i. Technician's certification expiration date
 - j. Test kit manufacturer, model, and serial number
 - k. Test kit calibration date
- (4) The Utilities Department must notify the Colorado Department of Public Health and Environment's Water Quality Control Division (CDPHE) of any suspected or confirmed backflow contamination event and consult with the CDPHE on any appropriate corrective measures no later than twenty-four (24) hours after learning of the backflow contamination event. The Utilities Department shall notify the CDPHE within forty-eight (48) hours after it becomes aware of any backflow prevention and cross-connection control violation or any backflow prevention and cross-connection control treatment technique violation. The CDPHE shall distribute public notice of violations as specified in and required by Colorado Primary Drinking Water Regulation 11.
- (g) A properly credentialed representative of the City Utilities Department shall have the right-of-entry to survey any and all buildings and premises for the presence of cross-connections and/or possible contamination risks or hazards, and for determining compliance with this Section. This right-of-entry shall be a condition of water service from the City in order to protect the health, safety, and welfare of customers throughout the City's water distribution system.
- (h) Compliance:
- (1) Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the Utilities Department shall complete one of the following actions within ninety (90) days of its discovery:
 - a. Control the cross connection
 - b. Remove the cross connection
 - c. Suspend service to the cross connection
 - (2) The Utilities Department shall give notice of violation in writing to any owner whose plumbing system has been found to present a risk to the City's water distribution system through any uncontrolled cross connection(s). The notice shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to achieve containment, or that the owner must install a backflow prevention assembly on each cross-connection hazard on the premises plumbing system to achieve containment by isolation. The notice of violation will give a date by which the owner must comply.
 - a. In instances in which a backflow prevention assembly or method cannot be installed to achieve containment, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system to achieve containment by isolation. The notice of violation will give a date by which the owner must comply.
 - (3) On or before May 1, 2017, and on or before May 1 of each year thereafter, the Utilities Department shall develop and submit to the Colorado Department of Public Health and Environment its written backflow prevention and cross-connection control annual report for the prior calendar year, as required by Colorado Primary Drinking Water Regulation 11.

(i) Violations and Penalties:

- (1) It shall be unlawful for any City water customer to operate the customer's premises plumbing system or water supply system contrary to or in violation of any of the provisions of this Code.
- (2) A violation of any of the provisions of the Code shall constitute a misdemeanor, punishable upon conviction by a fine, imprisonment, or both a fine and improvement, as set forth in Section 1.04.080 of this Code. A separate offense shall be deemed committed on each day or portion thereof that the violation of any of the provisions of this Code occurs or continues unabated after the time limit set for abatement of the violation.
- (3) Failure to comply with the terms of this Article, including, but not limited to, failure to pay the necessary fees, charges and taxes, and failure to otherwise comply with the terms of this Article shall constitute an offense and a violation thereof. Every person violating this Article shall be punished, upon conviction, by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) **per assembly**, or by imprisonment for not more than ten (10) days, or both such fine and imprisonment for each offense. Delinquency for each calendar month shall constitute a separate offense.

(Ord. No. 38-2016 ; Ord. No. 17-2020 , § 1, 11-24-2020)

Chapter 25.24. SUPPLY OF MUNICIPAL WATER FOR SNOWMAKING PURPOSES

Sec. 25.24.010. Definition of "snowmaking."

Snowmaking shall be defined as the conversion of water to artificial snow through a permitted process and its placement on a Nordic ski trail or permitted ski area for the purpose of supplementing or augmenting natural precipitation. Snowmaking shall include the ancillary use of water for the irrigation of permitted ski areas for ski slopes maintenance and protection. Water utilized for snowmaking shall not be used for residential, commercial or industrial or other municipal purposes besides snowmaking.

(Code 1971, § 23-160; Ord. No. 27-1985, § 1; Ord. No. 39-1993 § 8)

Sec. 25.24.020. Authorization of contracts for the supply of municipal water for snowmaking purposes.

Municipal water may only be supplied for snowmaking purposes pursuant to a contract which is approved by the City Council and whose terms include, at a minimum, the fees, charges and rates established in Section 25.24.030 below. Any such contract may include any additional terms or considerations which the City Council deems appropriate. Any such contract shall be binding upon the parties for the entire term thereof under the said Section 25.24.030 below as in effect at the time the contract was made.

(Code 1971, § 23-161; Ord. No. 27-1985, § 1)

Sec. 25.24.030. Water service rates for the supply of municipal water for snowmaking purposes.

- (a) Investment and hook up charges. The utility investment and hook up charges imposed by Sections 25.12.040 and 25.12.060 above shall not apply to the supply of municipal water for snowmaking purposes. The combined utility investment and hook up charges for such water service shall be as set forth below:

Tap Size (inches)	Utility Investment	ECU	Hook-up Charge
6	\$50,000	60.1—100.0	\$ 5,000
8	75,000	100.1—150.0	6,900
10	131,600	150.1—270.0	7,000
12	175,000	270.1—432.0	10,000

In the event a tap size is requested different than the sizes set forth herein, the City Manager may establish combined utility investment and hook-up charges appropriate for the requested tap size. The combined utility investment and hook-up charges set forth herein are based upon the provision of raw or treated water service, at the option of the City, with the requirement that all water utility service to domestic and commercial customers shall be satisfied first and the provision of water service to snowmaking customers shall be on an interruptible basis as approved by the City Council in the individual contracts for snowmaking services. In the event that non-snowmaking service demands require a reduction in snowmaking service, all snowmaking customers shall have their service reduced on a first in time/first in right basis. Snowmaking customers having a contract of an earlier date shall be cut-off or curtailed only after all snowmaking customers having contracts of a later date have been cut-off.

(b) Water rates and charges. The water rates and charges imposed by Sections 25.16.010 and 25.16.020 above shall not apply to the supply of municipal water for snowmaking purposes. The rate per one thousand (1,000) gallons of municipal water supplied for snowmaking shall be computed as follows:

(1) The sum of the "total operating expenses before depreciation" and the "depreciation" figures contained in the City audited financial statement for the water fund for the five (5) years immediately preceding the year of use shall be divided by the sum of the annual total treated water consumption contained in the City Water Department Annual Report for the five (5) years immediately preceding the year of use, deriving the resultant rate which is expressed in terms of dollars and cents per one thousand (1,000) gallons, which shall be multiplied by the number of one thousand (1,000) gallons increments delivered; provided, however, that if the City changes its accounting methods and such change results in an increased charge for the supply of municipal water for snowmaking purposes that would not have resulted but for such change of accounting methods, any snowmaking water user, at its sole option and expense, may recompute such charge under the accounting method in existence prior to such change. If the City Finance Director (or comparable officer) concurs in such recomputed charge, that rate shall be paid by the snowmaking water user. In the event concurrence is not obtained, the snowmaking water user, at its sole option and expense, may retain a qualified certified public accountant, acceptable to the City finance Director (or comparable officer) to make such recomputations, which will then be binding upon the City and the snowmaking water user.

(2) The rate so established shall be applied uniformly for the succeeding period April 16th through April 15th of the following year. The rate shall be annually redetermined for each April 16th through April 15th period during the term of any contract for the supply of municipal water for snowmaking purposes.

(3) The Council is authorized to charge for such additional costs as are necessary to fairly reflect the costs of supplying service. All such additional costs shall be reflected in the contract executed pursuant to Section 25.24.020 above.

(c) Fees and rates for in-City snowmaking; rates for out-of-City snowmaking. All fees and rates provided for herein shall be for in-City snowmaking use only. Due to the aerial extent of snowmaking, "in-City snowmaking" shall be defined as snowmaking for which the point of connection to the City water system is located within the City boundaries. Fees and rates for out-of-City snowmaking shall be double those fees and rates provided for in Subsections (a) and (b) of this Section.

CHAPTER 25.30. WATER EFFICIENT LANDSCAPING STANDARDS

Sec. 25.30.010. Purpose.

- (a) Promote the values and benefits of healthy landscapes while recognizing the need to invest water and other resources as efficiently as possible.
- (b) Establish a structure for planning, designing, installing, maintaining, and managing water-efficient landscapes in new construction and renovated/rehabilitated projects.
- (c) Use water efficiently without waste by setting a Maximum Applied Water Budget as an upper limit for water use and reduce water use to the lowest practical amount.

(Ord. No. 16-2017 ; Ord. No. 28-2018 ; Ord. No. 9-2020 , § 1, 1-28-2020)

Sec. 25.30.020. Adoption of City of Aspen Water Efficient Landscaping Standards

Pursuant to the powers and authority conferred by the laws of the State of Colorado and the Charter of the City of Aspen, there is hereby adopted and incorporated herein by reference as if fully set forth the City of Aspen Water Efficient Landscaping Standards as may be amended from time to time by City Council Ordinance. At least one (1) copy of the City of Aspen Water Efficient Landscaping Standards shall be available for inspection at the City of Aspen Utilities Department, the City of Aspen Parks department, and City of Aspen Community Development Department.

(Ord. No. 16-2017; Ord. No. 28-2018 ; Ord. No. 9-2020 , § 1, 1-28-2020)

Sec. 25.30.030. Applicability.

- (a) After June 22, 2017, the City of Aspen Water Efficient Landscaping standards shall apply to the following projects that use City of Aspen potable water:
 - (1) Landscaping, grading, installing or disturbing hardscapes, additions to structures, etc. that has a disturbance area greater than one thousand (1,000) square feet and greater than twenty-five percent (25%) of the entire lot or parcel.
 - (2) All building permits that trigger a "substantial remodel" per Title 25 of the Municipal Code, defined as the increase by fifty percent (50%) or more in the water using capacity of new water using devices or fixtures installed on a property, as measured by the ECU rating of the existing and proposed structure(s).

(Ord. No. 18-2002 § 3 [part]; Ord. No. 17-2018 ; Ord. No. 28-2018 ; Ord. No. 9-2020 , 1-28-2020; Ord. No. 9-2020 , § 1, 1-28-2020)

Sec. 25.30.040. Review Authority.

Utilities Director, or designee, is authorized to make and enforce the rules and regulations contained in the Water Efficient Landscaping Standards in order to carry out the intent of the standards and this Chapter.

Where no specific or applicable rules, regulations, or standards appear to be set forth in the Water Efficient Landscaping Standards, other rules, regulations, or standards, and recommended practices, as published by professional associations, technical organizations, model code groups, and similar entities, may be used by the City for guidance.

(Ord. No. 16-2017 ; Ord. No. 28-2018 ; Ord. No. 9-2020 , 1-28-2020; Ord. No. 9-2020 , § 1, 1-28-2020)

Sec. 25.30.050. Review Procedure.

- (a) Review Process. The Utilities Director shall have the authority on behalf of the City of Aspen to determine that all design and construction is completed to a level that is equal to or exceeds the requirements set forth in this Chapter and the Water Efficient Landscaping Standards.
- (b) Prior to requesting a Final WELS inspection for Landscaping and Irrigation, applicant must appoint a project lead for Final Packet Submittal. A complete Packet must be submitted through the City's permitting software to the WELS Plans Review Technician before applicant is authorized to request a Final inspection from City Staff.

(Ord. No. 16-2017; Ord. No. 28-2018 ; Ord. No. 9-2020 , 1-28-2020; Ord. No. 9-2020 , § 1, 1-28-2020)

Sec. 25.30.060. Variances.

- (a) The City may grant variances to the Water Efficient Landscaping Standards when practical difficulties or unnecessary hardships exist that cause inconsistencies with the purpose and intent of the standards.
- (b) Requests for variances from the standards, policies, or submittal requirements of this document shall be submitted in writing with appropriate documentation and justification to the City Utilities Director. Variance requests must, at a minimum, contain the following:
 - (1) Criteria under which the applicant seeks a variance;
 - (2) Justification for not complying with the standards;
 - (3) Proposed alternate criteria or standards to comply with the intent of the criteria;
 - (4) Supporting documentation, including necessary calculations;
 - (5) The proposed variance's potential adverse impacts for adjacent landowners; and,
 - (6) An analysis of the variance request, signed by a qualified landscape professional or qualified irrigation design professional, depending on the topic of the request.
- (c) Upon receipt of a complete application for a variance, the City Utilities Director shall prepare a statement to recommend that the variance be approved or denied or to request a modification of the proposed variance.

(Ord. No. 16-2017 ; Ord. No. 28-2018 ; Ord. No. 9-2020 , § 1, 1-28-2020)

Sec. 25.30.070. Existing Compliance.

- (a) The City may grant a determination of compliance for existing projects or portions of existing properties in sufficient compliance meeting the minimum standards.
- (b) Requests for determination of compliance shall be submitted in writing with appropriate documentation and justification to the City Utilities Director. Requests for determination of existing compliance must, at a minimum, contain the following:

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- (1) Landscape and Irrigation Documentation Package; and
 - (2) Irrigation audit report performed by a third-party certified landscape irrigation auditor.
- (c) Upon receipt of a complete application for a determination of existing compliance, the City Utilities Director shall prepare a statement to recommend that the determination be approved or denied or to request a modification of the proposed determination.

(Ord. No. 16-2017; Ord. No. 28-2018 ; Ord. No. 9-2020 , § 1, 1-28-2020)

Sec. 25.30.080. Deposit Requirements for City of Aspen Temporary Certificates of Occupancy or Pitkin County Certificates of Occupancy.

In accordance with the Water Efficient Landscaping Standards, Section 5.8.3, The City of Aspen shall: (a) Receive the signed Approval Letter from the project applicant; (b) Approve or deny the Approval Letter. If the Approval Letter is denied, the City of Aspen shall provide information to the project applicant regarding reapplication, appeal, or other assistance; (c) If a certificate of occupancy is issued in winter months when landscaping and irrigation systems cannot be inspected for compliance, Aspen Water Department will require a deposit equal to the identified cost to complete the landscaping and irrigation plan. Once compliance has been confirmed, the deposit will be returned in full.

Therefore, if a property owner, or their representative, requests a Temporary Certificate of Occupancy for City parcel on City Water or County parcel on City Water prior to complete installation of the landscape and irrigation, followed by a third-party audit, and final City of Aspen Approval Letter, the property owner will submit an estimate to complete the remaining irrigation and landscaping work and pay a deposit as set out below prior to issuance of the Temporary Certificate of Occupancy.

For project cost estimates, applicant is required to submit remaining project cost details including: plant costs, labor costs, and irrigation system costs.

Deposit Schedule for Landscaping and Irrigation	
Project cost estimate	Deposit
\$0—50,000	50% -- Minimum \$5,000.00
\$50,000—100,000	25%
Over \$100,000	15%

(Ord. No. 24-2019 , § 1, 11-26-2019; Ord. No. 9-2020 , § 1, 1-28-2020)

Section 2.

Any and all existing ordinances or parts of ordinances of the City of Aspen covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed; provided, however, that such repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 3.

If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this

Ordinance. The City of Aspen hereby declares that it would have adopted this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases thereof be declared invalid or unconstitutional.

Section 4.

This Ordinance shall take effect thirty (30) days after passage, adoption and publication thereof as provided by law.

Section 5.

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 ordinance repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

FIRST READING OF THIS ORDINANCE WAS INTRODUCED, READ, ORDERED AND PUBLISHED as provided by law, by the City Council of the City of Aspen on the 9th day of November, 2021.

Attest:

Nicole Henning, City Clerk

Torre, Mayor

FINALLY, adopted, passed, and approved this 23rd day of November, 2021.

Attest:

Nicole Henning, City Clerk

Torre, Mayor

Approved as to form:

James R. True, City Attorney

MEMORANDUM

TO: Mayor and City Council
FROM: Andrew Kramer, Budget Manager
THRU: Pete Strecker, Finance Director & Sara Ott, City Manager
MEETING DATE: November 9, 2021
RE: Ordinance #21 - 2021 Fall Supplemental Request

REQUEST OF COUNCIL: This fall supplemental request totals \$1,092,326 and is reflective of adjustments either newly proposed or previously approved by Council during the last number of months, that require formal appropriations. Additionally, there are several technical adjustments necessitated by accounting requirements, existing financial policies, and internal fund transfers.

BACKGROUND: Periodically, the City makes mid-year modifications to the year's original spending plan. Spring supplementals largely incorporate the roll forward of capital and operating resources that were unspent but are still required and is necessitated by Colorado law because all appropriations expire at the end of a fiscal year. This fall supplemental packet is largely driven by Council actions taken during the year that include a financial component that need formal adoption, technical and net-zero actions, and resources for new or unforeseen issues that have arisen since the original budget was adopted.

DISCUSSION: The proposed spending plan adjustments have been grouped into New Requests (Exhibit B) and Technical Adjustments (Exhibit C). Expected changes to Revenues and Transfers In (Exhibit D) are also included, although they do not require formal adoption.

New Requests of \$525,620 are sought for the following items:

- (1) The **Golf Course** experienced significant visitation and use and as such retail sales and lessons expenses exceeded established budgeted levels (which also resulted in greater revenues to offset these costs) as did labor and course materials. Overall one-time budget authority increase of \$251,500, partially offset by \$143,000 in additional direct revenue as well as additional rounds played.
- (2) Three City owned **Employee Housing** units underwent renovations after long term tenants moved out. Scope escalation was experienced as code changes and demolition work exposed some needed improvements. Overall one-time budget authority increase of \$217,300.
- (3) With a one-year lease adjustment with Aspen Film nearing execution, the City has agreed to temporarily fund the associated homeowner association dues for the theater space within the Isis Building. This agreement necessitates the City support these payments from the **General Fund** for Sep 2021 – Aug 2022; however, dues are outstanding since the last City payment caught them up through June. This request is to cover seven months through year-end, with overall one-time budget authority increase of \$56,820 requested.

Technical Requests encompass different types of requests that seek to increase overall budget authority by \$1,878,866 and reduce transfers by \$1,312,160. These requests are summarized by category type below – many are tied to relinquishing existing budget authority; a net zero reallocation of authority between funds; authorizing use of dedicated funds, or have been previously approved by Council. Finally, some requests tie back to increased tax collections and require pass through appropriation to remit those funds to the designated stakeholder or vendor.

(1) Council Previously Approved:

- a. Housing Dev. - Lumberyard Schematic Design (07/27/21): \$350,000
- b. Parks - Bar X Land Acquisition & Open Space Preservation (06/22/21): \$206,970
- c. GF Engineering - Emergency Repair of Rapid Flash Beacon (07/27/21): \$26,110
- d. GF Council – United Nations Mountain Partnership (10/26/21): \$25,000

(2) Transfers Between Funds & Net Zero Actions (NO NEW DOLLARS):

- a. GF to AMP for ComDev Office Lockers: \$55,000
- b. GF to Debt Service Fund for Isis HOA Dues: \$53,680
- c. GF to AMP for Red Brick Electrical Panel Upgrade: \$24,920
- d. Parks to Golf Course REDUCTION: (\$117,000)

(3) City Financial Policies:

- a. Employee Separation (ESL/PTO) Payouts: \$358,240
- b. Central Savings (Previously Missed in Spring Supplemental Package): \$133,900

(4) Appropriating Dedicated Resources:

- a. Historic Preservation Funds Currently Held in Reserve: \$48,000
- b. Guardrail Replacement (Insurance Claim Reimbursed): \$22,000
- c. Grant Funds for Police Dept. Overtime Hours at JAS Event: \$9,600
- d. Grant Funds for Day Camp (CDHS Funded): \$8,100

(5) Relinquishing Existing Appropriation Authority:

- a. Eliminate Interfund Loans' (G.F. & Water Utility) Budget Authority: (\$1,462,660)
- b. Reduce In-Town Transit Authority - Federal Funds Eliminated Need: (\$1,735,500)
- c. Reduce Project Budget at Wheeler Opera House: (\$2,035,000)

(6) Increase Appropriation Due to Revenue Collections:

- a. Public Education – 0.3% Dedicated Sales Tax: \$764,468
- b. Tourism Promotion – 1.5% Dedicated Lodging Tax: \$306,078

(7) Remaining Requests:

- a. Employee Housing Turnover and Resale of Units: \$2,533,800
- b. Affordable Housing PPP Unspent Project Budget from 2020: \$991,000

RECOMMENDED ACTION: Staff recommends approval of Ordinance #21 and the adoption of the 2021 Fall Supplemental, increasing the 2021 Budget by \$1,092,326.

CITY MANAGER COMMENTS:

ORDINANCE No. 21

(Series of 2021)

AN ORDINANCE APPROPRIATING AN INCREASE IN THE

- **ASSET MANAGEMENT PLAN FUND OF \$79,920;**
- **PARKS AND OPEN SPACE FUND OF \$116,570;**
- **TOURISM PROMOTION FUND OF \$306,078;**
- **PUBLIC EDUCATION FUND OF \$764,468;**
- **HOUSING DEVELOPMENT FUND OF \$1,341,000;**
- **KIDS FIRST FUND OF \$15,580;**
- **STORMWATER FUND OF \$7,400;**
- **ELECTRIC UTILITY FUND OF \$28,390;**
- **PARKING FUND OF \$43,170;**
- **GOLF COURSE FUND OF \$251,500;**
- **EMPLOYEE HOUSING FUND OF \$2,751,100;**
- **INFORMATION TECHNOLOGY FUND OF \$4,700.**

AN ORDINANCE DECREASING AN APPROPRIATION IN THE

- **GENERAL FUND OF \$773,200;**
- **WHEELER OPERA HOUSE FUND OF \$1,990,800;**
- **TRANSPORTATION FUND OF \$1,652,640;**
- **WATER UTILITY FUND OF \$200,910;**

WHEREAS, by virtue of Section 9.12 of the Home Rule Charter, the City Council may make supplemental appropriations; and

WHEREAS, the City Manager has certified that the City has unappropriated current year revenues and/or unappropriated prior year fund balance available for appropriations in the following funds: Asset Management Plan Fund, General Fund, Parks And Open Space Fund, Wheeler Opera House Fund, Tourism Promotion Fund, Public Education Fund, REMP Fund, Transportation Fund, Housing Development Fund, Kids First Fund, Stormwater Fund, Debt Service Fund, Water Utility Fund, Electric Utility Fund, Parking Fund, Golf Course Fund, Truscott Housing Fund, Marolt Housing Fund, Employee Housing Fund, Information Technology Fund.

WHEREAS, the City Council is advised that certain expenditures, revenue and transfers must be approved.

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

Section 1

Upon the City Manager's certification that there are current year revenues and/or prior year fund balances available for appropriation in the above-mentioned funds, the City Council hereby makes supplemental appropriations as itemized in the Exhibit A.

Section 2

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

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED AND/OR POSTED ON FIRST READING on the 9th day of November 2021.

A public hearing on the ordinance shall be held on the 23rd day of November 2021, in the City Council Chambers, City Hall, Aspen, Colorado.

ATTEST:

Nicole Henning, City Clerk

Torre, Mayor

FINALLY ADOPTED AFTER PUBLIC HEARING on the 23rd day of November 2021.

ATTEST:

Nicole Henning, City Clerk

Torre, Mayor

Approved as to Form:

Jim True, City Attorney

CITY OF ASPEN 2021 APPROPRIATIONS BY FUND

Exhibit A



	Revised Opening Balance	2021 Adopted Revenue	2021 Spring Supplemental Revenue	2021 Fall Supplemental	2021 Amended Revenue Budget	2021 Adopted Expense	2021 Spring Supplemental Expense	2021 Fall Supplemental	2021 Amended Expense Budget	2021 GAAP Adjusted Ending Balance
General Governmental Fund										
001 - General Fund	\$28,635,879	\$35,886,705	\$148,289	\$1,828,700	\$37,863,694	\$36,831,720	\$6,357,575	(\$773,200)	\$42,416,094	\$22,866,699
Subtotal General Gov't Funds	\$28,635,879	\$35,886,705	\$148,289	\$1,828,700	\$37,863,694	\$36,831,720	\$6,357,575	(\$773,200)	\$42,416,094	\$22,866,699
Special Revenue Governmental Funds										
100 - Parks and Open Space Fund	\$8,877,067	\$11,990,820	\$0	\$3,177,100	\$15,167,920	\$13,559,500	\$796,401	\$116,570	\$14,472,471	\$9,572,516
120 - Wheeler Opera House Fund	\$33,955,866	\$4,788,700	\$859,527	\$2,536,240	\$8,184,467	\$6,344,570	\$2,661,078	(\$1,990,800)	\$7,014,848	\$36,584,715
130 - Tourism Promotion Fund	\$182,128	\$2,412,750	\$0	\$294,750	\$2,707,500	\$2,412,750	\$170,800	\$306,078	\$2,889,628	\$0
131 - Public Education Fund	\$2,369	\$2,547,000	\$0	\$762,100	\$3,309,100	\$2,547,000	\$0	\$764,468	\$3,311,468	\$0
132 - REMP Fund	\$4,072,612	\$816,000	\$0	\$0	\$816,000	\$1,586,700	\$470,000	\$0	\$2,056,700	\$2,831,912
141 - Transportation Fund	\$10,479,208	\$4,938,270	\$0	\$3,861,670	\$8,799,940	\$4,641,700	\$334,002	(\$1,652,640)	\$3,323,062	\$15,956,086
150 - Housing Development Fund	\$55,047,591	\$18,984,800	\$470,000	\$11,355,600	\$30,810,400	\$42,718,690	\$4,056,602	\$1,341,000	\$48,116,292	\$37,741,699
152 - Kids First Fund	\$6,574,759	\$1,994,345	\$0	\$523,500	\$2,517,845	\$2,603,640	\$759,862	\$15,580	\$3,379,082	\$5,713,522
160 - Stormwater Fund	\$2,352,321	\$1,588,000	\$0	\$0	\$1,588,000	\$1,405,620	\$369,797	\$7,400	\$1,782,817	\$2,157,504
Subtotal Special Revenue Funds	\$121,543,921	\$50,060,685	\$1,329,527	\$22,510,960	\$73,901,172	\$77,820,170	\$9,618,542	(\$1,092,344)	\$86,346,368	\$110,557,955
Debt Service Governmental Fund										
250 - Debt Service Fund	\$332,663	\$6,135,568	\$27,190	\$53,680	\$6,216,438	\$6,134,568	\$0	\$0	\$6,134,568	\$414,533
Subtotal Debt Service Fund	\$332,663	\$6,135,568	\$27,190	\$53,680	\$6,216,438	\$6,134,568	\$0	\$0	\$6,134,568	\$414,533
Capital Projects Governmental Funds										
000 - Asset Management Plan Fund	\$45,287,551	\$4,675,700	(\$30,000)	\$109,920	\$4,755,620	\$6,234,750	\$15,944,205	\$79,920	\$22,258,875	\$27,784,296
Subtotal Capital Fund	\$45,287,551	\$4,675,700	(\$30,000)	\$109,920	\$4,755,620	\$6,234,750	\$15,944,205	\$79,920	\$22,258,875	\$27,784,296
Enterprise Proprietary Funds										
421 - Water Utility Fund	\$11,505,774	\$10,337,730	\$715,000	\$0	\$11,052,730	\$11,696,840	\$4,034,403	(\$200,910)	\$15,530,333	\$6,785,721
431 - Electric Utility Fund	\$5,937,299	\$10,614,640	\$0	\$0	\$10,614,640	\$10,442,050	\$1,492,138	\$28,390	\$11,962,578	\$4,589,361
451 - Parking Fund	\$3,051,739	\$4,007,830	\$0	\$0	\$4,007,830	\$4,273,270	\$307,127	\$43,170	\$4,623,567	\$2,436,002
471 - Golf Course Fund	\$1,165,652	\$2,242,040	\$0	\$26,000	\$2,268,040	\$2,324,870	\$126,506	\$251,500	\$2,702,876	\$730,816
491 - Truscott I Housing Fund	\$1,589,395	\$1,321,250	\$80,000	\$0	\$1,401,250	\$1,595,410	\$745,343	\$0	\$2,340,753	\$649,892
492 - Marolt Housing Fund	\$1,515,309	\$852,500	\$0	\$0	\$852,500	\$1,476,400	\$83,505	\$0	\$1,559,905	\$807,904
Subtotal Enterprise Funds	\$24,765,168	\$29,375,990	\$795,000	\$26,000	\$30,196,990	\$31,808,840	\$6,789,022	\$122,150	\$38,720,012	\$15,999,696
Internal Proprietary Funds										
501 - Employee Benefits Fund	\$3,288,615	\$5,980,400	\$0	\$0	\$5,980,400	\$6,295,700	\$70,000	\$0	\$6,365,700	\$2,903,315
505 - Employee Housing Fund	\$3,219,516	\$2,697,900	\$0	\$1,250,000	\$3,947,900	\$436,410	\$473,299	\$2,751,100	\$3,660,809	\$5,303,077
510 - Information Technology Fund	\$1,592,606	\$2,074,050	\$443,000	\$0	\$2,517,050	\$2,451,650	\$1,251,587	\$4,700	\$3,707,937	\$401,719
Subtotal Internal Service Funds	\$8,100,737	\$10,752,350	\$443,000	\$1,250,000	\$12,445,350	\$9,183,760	\$1,794,886	\$2,755,800	\$13,734,446	\$8,608,111
ALL FUNDS	\$228,665,919	\$136,886,998	\$2,713,006	\$25,779,260	\$165,379,264	\$168,013,808	\$40,504,229	\$1,092,326	\$209,610,362	\$186,231,290
<i>Less Interfund Transfers</i>		\$27,054,440	\$1,214,927	(\$1,446,060)	\$26,823,307	\$27,054,440	\$1,080,977	(\$1,312,160)	\$26,823,257	
NET APPROPRIATIONS		\$109,832,558	\$1,498,079	\$27,225,320	\$138,555,957	\$140,959,368	\$39,423,252	\$2,404,486	\$182,787,105	



2021 FALL SUPPLEMENTAL NEW REQUESTS

Department/Description	Operating	Capital
Isis Theater Homeowner's Association Dues (One-time): Because of COVID-19 related shutdowns, Aspen Film Festival has not been able to make payments to the HOA. This supplemental will cover payments that are in arrears since June 2021 through Dec 2021 (each month is \$8,120).	\$56,820	
This is in addition to the 2021 spring supplemental appropriation of \$64,400 that funded HOA dues that were in arrears and through May of 2021.		
000 - Non Classified Subtotal:	\$56,820	\$0
001 - General Fund Total:	\$56,820	\$0
Net Profit in Golf - Additional Payments to Vendor for Golf Lessons: The City outsources golf lessons to a third party vendor. Under the agreement, the City collects 100% of the fees, is able to retain 10% and then remits 90% to the vendor. Interest in golf is very high and demand for lessons has exceeded expectations. Additional authority is needed to remit the 90% to the vendor.	\$103,500	
Labor due to Increase in Golf Business: An increase in golf activities and Covid 19 protocols meant that the Golf Department employed additional staff and added additional hours for staff duties to ensure patrons' expectations were met. Labor provided additional cleaning in and around the clubhouse, maintenance of golf carts and traffic, and general course maintenance of the course. Golf revenue is projected to be 10% more than 2020, which was the best year the golf course has had.	\$98,000	
Additional Materials and Supplies due to Increase in Golf Business: Due to an increase in overall golf business in 2021, additional materials and supplies are needed this year to offset wear and tear on the golf course. Materials and supplies needed this year were additional seed, sand, and fertilizer.	\$30,000	
Net Profit in Golf - Additional Retail Buy: To keep up with the demand, additional retail has been acquired to keep customers happy. Increasing goods for sale has a direct and positive effect for revenues. This is the formal action to appropriate authority to cover the additional retail buy in 2021.	\$20,000	
471 - Golf Course Fund:	\$251,500	\$0
Renovation of 20 Water Place: The original scope of this project involved building a new kitchen downstairs, renovating the bathroom and front porch, replacing interior finishes and fixtures and painting. Unfortunately, asbestos was discovered throughout the house requiring a full abatement and replacement of all interior drywall and insulation (\$28,000). Structural deficiencies were then exposed that required remediation (\$33,000). The exposed fire sprinkler system piping was determined to be a recalled product that needed to be replaced (\$10,000). Additional plumbing and electrical work were required as a result of the removal of the interior walls (\$15,000). Inflated labor and materials costs (10% increase to total project cost, or \$24,000), also contributed to the budget overage for this project.		\$110,000



2021 FALL SUPPLEMENTAL NEW REQUESTS

Department/Description	Operating	Capital
Renovation of 705 Cemetery Lane: It was decided to remodel and separate a vacant half of a City-owned townhome into two units: a primary dwelling and a carriage house. After the building permit application was submitted, a fire suppression/alarm system and replacement of the 40 year old water service line was required. The original construction contract totaled \$315,000 of the \$350,000 budget, leaving a contingency of \$35,000. These two improvements exceeded the contingency. Additional changes to the scope included painting kitchen cabinetry, adding useable storage, mechanical room improvements, window shades, and window replacement/screens.		\$82,300
Maintenance of City of Aspen Employee Housing Units: An unexpected amount of unit turnover work at 1101 E Cooper (\$10,000), and increased labor and materials costs (10% increase to all maintenance related items, or \$15,000), caused employee housing maintenance costs to exceed the budget.	\$25,000	
505 - Employee Housing Fund:	\$25,000	\$192,300
Total New Requests - Operating / Capital:	\$333,320	\$192,300



2021 TECHNICAL ADJUSTMENTS

	Operating	Capital	Transfers Out
Previously Approved by Council			
Previously Approved - Lumberyard Schematic Design: On July 27, 2021 Council provided direction to fund the additional resource needed to support the schematic design work to be performed by Cushing Terrell.			
150 - Housing Development Fund:		\$350,000	
Bar X Land Acquisition and Open Space Preservation: On June 22, 2021 Council supported the acquisition of a 0.18 acre parcel adjacent to Harmony Park at Burlingame in order to preserve this undeveloped lot as a critical wildlife corridor linking Deer Hill, Bar X Open Space and the Roaring Fork River gorge.			
100 - Parks and Open Space Fund:		\$206,970	
Emergency Repair of Rapid Flash Beacon: On July 27, 2021, Staff received approval for Resolution 71-2021 to receive funds to repair the rapid flash beacon located on Hopkins and Original for \$26,110.			
The electric line that connects the two buttons on the east side of the intersection to each other was broken. This issue occurs frequently, and as a result, the buttons on the east side of Original Street do not work because the electrical connection below grade is separated. When they are pressed, none of the lights activate. This involves construction across the roadways to achieve the connectivity required.			
001 - General Fund Engineering	\$26,110		
Mountain Partnership Event: The City of Aspen is co-hosting the 2022 United Nations Mountain Partnership meeting. The Mountain Partnership works to bring global attention to achieving sustainable development in mountain regions, promote the inclusion of mountain issues in United Nations declarations and other international documents, and engage in building awareness regarding the challenges faced by mountain peoples and environments. The Mountain Partnership's role is to "facilitate contacts between countries and institutions and creating conditions for partnerships, technical cooperation and resource mobilization at all levels".			
001 - General Fund Mayor and Council:	\$25,000		
Transfers Between Funds			
FFE for Community Development in the New City Hall: Funding lockers for staff in the new City Hall by transferring existing authority from General Fund operations to a capital project in the Asset Management Fund.			
This is the formal accounting action required to move the funding into the Asset Management Fund but no new authority is needed.			
001 - General Fund Planning & Building:	(\$55,000)		\$55,000
000 - Asset Management Plan Fund Planning & Building:		\$55,000	



2021 TECHNICAL ADJUSTMENTS

	Operating	Capital	Transfers Out
Isis Building Interest Payment for Debt (One-time): Transfer of \$53,678 to the 250 - Debt Service Fund for the required debt payment associated with the outstanding Certificate of Participation (COP) payments following the refinancing that took place October 2020. Absent lease payments by the tenant that would otherwise cover this cost, the General Fund is required to fund this obligation.			

This is in addition to the 2021 spring supplemental transfer to the 250 - Debt Service fund of \$27,190, for a total of \$80,868, funding the 2021 annual debt payment in full.

001 General Fund Unclassified:			\$53,680
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Red Brick Building Electrical Panel Upgrade: Funding the balance of the contract with Lassiter Electric, to upgrade the electrical panel in the Red Brick by transferring existing authority from General Fund operations to a capital project in the Asset Management Fund.

This is the formal accounting action required to move funding from General Fund into the Asset Management Fund. This transfer funds the upgrade in full and allows the capital improvement to be accounted and recorded accurately. No new authority is needed.

001 - General Fund Red Brick:	(\$24,920)		\$24,920
000 - Asset Management Plan Fund Red Brick:		\$24,920	

Reduction to Transfer Due to Increase in Golf Business: Golf revenue is projected to end 2021 up over 10% in revenue from 2020, which was the best year ever. This increase in Golf revenue allows the Parks Fund transfer to be reduced without adversely affecting the Golf Fund and keeps more resources in the Parks Fund.

100 - Parks And Open Space Fund:			(\$117,000)
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City Financial Policies

Employee Payout: Per City policy, payout of employee accrued PTO and sick leave.

001 - General Fund	\$197,700		
141 - Transportation Fund	\$76,260		
152 - Kids First Fund	\$9,080		
421 - Water Utility Fund	\$25,940		
431 - Electric Utility Fund	\$17,290		
451 - Parking Fund	\$31,970		

Transfer to General Fund for Central Savings: per City of Aspen financial policies (this was not included in the spring supplemental but should have been)

100 - Parks and Open Space Fund			\$26,600
120 - Wheeler Opera House Fund			\$44,200
141 - Transportation Fund			\$6,600
152 - Kids First Fund			\$6,500
160 - Stormwater Fund			\$7,400
421 - Water Utility Fund			\$15,600
431 - Electric Utility Fund			\$11,100
451 - Parking Fund			\$11,200
510 - Information Technology Fund			\$4,700



2021 TECHNICAL ADJUSTMENTS

Operating Capital Transfers Out

Appropriating Dedicated Resources

Utilizing Historic Preservation Reserve Funding: Funding is collected and held in a trust and agency fund. If the defined work is not performed this funding is then used on Historical Preservation (HP) projects.

\$48,000 of these funds will be used to pay contractors to review insulation details for Victorian and Mid-Century Modern construction requirements, new preservation recognition program, and purchase a new infrared camera.

This is the formal accounting action to move these funds from the Trust and Agency Fund and into the General Fund for use.

001 - General Fund Planning: \$48,000

Reimbursable Costs for Guardrail Replacement: A guardrail was damaged near Maroon Creek and required repair. This expense was tied to an insurance claim which was honored and received by the City to offset the expense.

001 - General Fund Engineering: \$22,000

Police Grant and Reimbursement Funding: This is the formal action appropriating funding for grants awarded to the Police Department and reimbursement of overtime for their help at the JAS Aspen Snowmass event over the Labor Day weekend.

In 2021, the City of Aspen Police Department was awarded grant funding for public safety leadership development through the University of Denver and grant funding to cover part of the cost of the Aspen Police Department's online platform for policy and procedures (Lexipol).

001 - General Fund Police: \$9,600

State Grant Funding for Day Camp: The Recreation Department received grant funding early this year from the Colorado Department of Human Services.

This grant program provided financial support to childcare providers across the state that were providing license care programs for the community. This grant was utilized by the department to cover both increased staffing expenses and materials and supplies for the City day camp program.

001 - General Fund Recreation: \$8,100

Relinquishing Existing Appropriation Authority

Accounting Change Per CoA Auditors for Interfund Loans: This is the required adjustment to align budget authority with the auditor's direction on how to account for interfund loans. The change records the interest payment as an expense and revenue and the principal payment is recorded only on the balance sheet.

001 - General Fund - Reduction to the Wheeler Fund transfer out:	(\$1,220,210)
421 - Water Utility Fund - Reduction to the Wheeler Fund transfer out:	(\$242,450)



2021 TECHNICAL ADJUSTMENTS

Operating	Capital	Transfers Out
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Reduced Expenditure Authority for In-Town Mass Transit: Due to the inflow of federal grants and robust dedicated tax collections from the 1.0% transit sales tax, the City does not need a subsidy to cover the cost of its no-fare city routes. This action merely removes the budget authority for the previously anticipated subsidy that was adopted in the 2021 budget.

141 - Transportation Fund: (\$1,735,500)

Sidewalk and Site Infrastructure Project Phase Three Scope Revision: The original project scope has been revised down from concrete load-in and out path, snowmelt and repair sidewalks, drainage, electrical infrastructure upgrades, generator, and parking lot to just address the immediate need of the concrete load-in and load out path. The other aspects of the project were moved into a future year, releasing \$2,035,000 and leaving funding of \$215,000 in the project.

An electrical assessment will be completed in 2022. The findings of this assessment will allow the future project to be evaluated and refined.

120 - Wheeler Opera House Fund: (\$2,035,000)

Increased Appropriation Due to Revenue Collections

Public Education - Tax Remittance: Based on improved economic activity which began in March, tax collections have exceeded initial projections. In order to not be restricted in remittance of tax revenue to the school district for the dedicated 0.3% sales tax approved by voters, this technical request is to increase the expenditure authority to accommodate new projections.

131 - Public Education Fund: \$764,468

Tourism and Promotion - Tax Remittance: Based on improved economic activity, Lodging tax projections have been revised up. This is the formal action to allow these additional funds to be used in 2021 for tourism and promotion.

130 - Tourism and Promotion Fund: \$306,078

Other Requests

Purchase and Resale of Employee Housing Units: When employee housing units are sold back to the City of Aspen, the City holds these units on its balance sheet until a new employee takes ownership. At the time of resale, per accounting standards, the City is required to recognize the expense when it regained possession and then the revenue for the resale. There have been 8 units that have turned over this year and are incorporated into the expenditure authority needed in this request. An offsetting revenue of \$1,250,000 has also been incorporated to partially offset these costs.

505 - Employee Housing Fund: \$2,533,800



2021 TECHNICAL ADJUSTMENTS

	Operating	Capital	Transfers Out
Close Out of 50542 - PPP Housing Project: The public-private partnership (PPP) development of rental housing at 802 Main, 517 Park Circle and 488 Castle Creek is complete and on budget.			
This is the formal action re-authorizing remaining project funding from 2020 in 2021. This normally occurs in the Spring Budget Ordinance but was delayed to the fall based on the timing of payments to the Aspen Housing Partners and close out of this project.			
150 - Housing Development Fund:		\$991,000	
Total Technical Adjustments - Operating / Capital / Transfers:	\$2,285,976	(\$407,110)	(\$1,312,160)



2021 FALL REVENUE & TRANSFER DETAIL

Department/Description	New Revenue	Transfers In
Tax Projection Revisions: Based on improved economic activity tax projections have been revised up. The amounts below are the net increase from the original projection to the current forecast.		
001 - General Fund - City Share of County Sales Tax	\$1,771,000	\$0
City Share of County Sales Tax Subtotal:	\$1,771,000	\$0
100 - Parks and Open Space Fund - City of Aspen Sales Tax	\$3,177,100	
141 - Transportation - City of Aspen Sales Tax	\$308,200	
150 - Housing Development Fund - City of Aspen Sales Tax	\$429,100	
152 - Kids First Fund - City of Aspen Sales Tax	\$523,500	
City of Aspen Sales Tax - Retained Subtotal:	\$4,437,900	\$0
131 - Public Education Fund - City of Aspen Public Education Sales Tax	\$762,100	
City of Aspen Public Education Sales Tax - Distributed Subtotal:	\$762,100	\$0
130 - Tourism and Promotion Fund - City of Aspen Lodging Tax	\$294,750	
141 - Transportation - City of Aspen Lodging Tax	\$98,250	
City of Aspen Lodging Tax Subtotal:	\$393,000	\$0
120 - Wheeler Fund - City of Aspen Real Estate Transfer Tax	\$3,998,900	
150 - Housing Development Fund - City of Aspen Real Estate Transfer Tax	\$7,846,100	
City of Aspen Real Estate Transfer Tax Subtotal:	\$11,845,000	\$0
Tax Projection Revisions Total:	\$19,209,000	\$0
FFE for Community Development in the New City Hall: Funding lockers for staff in the new City Hall by transferring existing authority from General Fund operations to a capital project in the Asset Management Fund.		\$55,000
This is the formal accounting action required to move the funding into the Asset Management Fund but no new authority is needed.		
122 - Planning Subtotal:	\$0	\$55,000
Red Brick Revenue Adjustment: Alignment of the \$30,000 reduction which eliminated a duplication of grant funding to the General Fund. This corrects the spring supplemental ordinance which was incorrectly loaded it into the Asset Management Fund.		\$30,000
Red Brick Building Electrical Panel Upgrade: Funding the balance of the contract with Lassiter Electric, to upgrade the electrical panel in the Red Brick by transferring existing authority from General Fund operations to a capital project in the Asset Management Fund.		\$24,920
552 - Red Brick Center for the Arts Subtotal:	\$30,000	\$24,920
000 - Asset Management Fund Total:	\$30,000	\$79,920



2021 FALL REVENUE & TRANSFER DETAIL

Department/Description	New Revenue	Transfers In
Utilizing Historic Preservation Reserve Funding: Funding is collected and held in a trust and agency fund. If the defined work is not performed this funding is then used on Historical Preservation (HP) projects. \$48,000 of these funds will be used to pay contractors to review insulation details for Victorian and Mid-Century Modern construction requirements, new preservation recognition program, and purchase a new infrared camera. This is the formal accounting action to move these funds from the Trust and Agency Fund and into the General Fund for use.	\$48,000	
122 - Planning Subtotal:	\$48,000	\$0
Police Grant and Reimbursement Funding: This is the formal action appropriating funding for grants awarded to the Police Department and reimbursement of overtime for their help at the JAS Aspen Snowmass event over the Labor Day weekend. In 2021, the City of Aspen Police Department was awarded grant funding for public safety leadership development through the University of Denver and grant funding to cover part of the cost of the Aspen Police Department's online platform for policy and procedures (Lexipol).	\$9,600	
327 - Engineering Subtotal:	\$9,600	\$0
Reimbursable Costs for Guardrail Replacement: A guardrail was damaged near Maroon Creek and required repair. This expense was tied to an insurance claim which was honored and received by the City to offset the expense.	\$22,000	
327 - Engineering Subtotal:	\$22,000	\$0
State Grant Funding for Day Camp: The Recreation Department received grant funding early this year from the Colorado Department of Human Services. This grant program provided financial support to childcare providers across the state that were providing license care programs for the community. This grant was utilized by our department to cover both increased staffing expenses and materials and supplies for the City day camp program.	\$8,100	
542 - Recreation Subtotal:	\$8,100	\$0
Red Brick Revenue Adjustment: Alignment of the \$30,000 reduction which eliminated a duplication of grant funding to the General Fund. This corrects the spring supplemental ordinance which incorrectly loaded it the Asset Management Fund.	(\$30,000)	
552 - Red Brick Center for the Arts Subtotal:	(\$30,000)	\$0
001 - General Fund Total:	\$57,700	\$0



2021 FALL REVENUE & TRANSFER DETAIL

Department/Description	New Revenue	Transfers In
1% Transit Tax Refunded to City of Aspen: Coupled with the infusion of federal grant funding for transportation, the resulting sales tax collections from an improved economic environment has resulted in transit funding in excess of projected costs this year. As such, RFTA (the recipient of these grant and tax revenues on the City's behalf) has refunded a portion of excess resources, to be deposited into the City's coffers within the Transportation Fund's fund balance, for future application. Of the total amount, \$1.45M was from 2020 following the year-end audit, and \$2M has been conservatively estimated for 2021.	\$3,455,220	
141 - Transportation Fund:	\$3,455,220	\$0
Sale of 312 W Hyman Street: Sale of employee housing unit purchased in 2007.	\$3,872,400	
PPP Development Rental Housing: The \$9.2M repayment of the construction loan occurred in 2020 and 2021. This adjusts down the 2021 budget based on the timing of the repayment.	(\$1,992,000)	
In Lieu of Development Fees: Collections have exceeded conservative estimates on this volatile revenue stream and is being reflected in this projection adjustment.	\$1,200,000	
150 - Housing Development Fund:	\$3,080,400	\$0
General Fund Transfer for Isis Building Debt Service: Increase 250 Fund resources by \$53,680 to afford the debt service interest payment on the Isis Building COPs.		\$53,680
This is in addition to the 2021 spring supplemental transfer to the 250 - Debt Service fund of \$27,190, for a total of \$80,868, funding the 2021 annual debt payment in full.		
250 - Debt Service Fund:	\$0	\$53,680
Reduction to Transfer In due to Increase in Golf Buisness: Golf revenue is projected to end 2021 up over 10% in revenue from 2020, which was the best year ever. This increase in Golf revenue allows the Parks Fund transfer to be reduced without adversely affecting the Golf Fund and keeps more resources in the Parks Fund.		(\$117,000)
Net Profit in Golf - Additional Payments to Vendor for Golf Lessons: Additional revenue collected due to increased interest in golf lessons. These additional collections are split 90% to the vendor and 10% is retained by the City and adds to fund balance.	\$115,000	
Net Profit in Golf - Additional Retail Buy: Retail continues to sell and to keep up with the demand additional retail has been acquired to keep customers happy and increases our retail revenues in 2021.	\$28,000	
471 - Golf Course Fund:	\$143,000	(\$117,000)
Purchase and Resale of Employee Housing Units: When employee housing units are sold back to the City of Aspen (typically following a separation), the City holds these units on its balance sheet until a new employee takes ownership. At the time of resale, per accounting standards, the City is required to recognize the expense when it regained possession and then the revenue for the resale. There have been 8 units that have turned over this year and are incorporated into the expenditure authority needed in this request. An offsetting revenue of \$1,250,000 has also been incorporated to partially offset these costs.	\$1,250,000	
505 - Employee Housing Fund:	\$1,250,000	\$0



2021 FALL REVENUE & TRANSFER DETAIL

Department/Description	New Revenue	Transfers In
Accounting Change Per CoA Auditors for Interfund Loans: This is the required adjustment to align budget authority with the auditor's direction on how to account for interfund loans. The change records the interest payment as an expense and revenue and the principal payment is recorded directly to the balance sheet.		
120 - Wheeler Opera House Fund - Reduction to General Fund transfer In		(\$1,220,210)
120 - Wheeler Opera House Fund - Reduction to Water Utility Fund transfer In		(\$242,450)
Accounting Change for Interfund Loans:	\$0	(\$1,462,660)
Total Revenue / Transfers In:	\$27,225,320	(\$1,446,060)

MEMORANDUM

TO: City Council
FROM: Andrew Kramer, Budget Manager
THRU: Sara Ott, City Manager & Pete Strecker, Finance Director
MEETING DATE: November 9, 2021
RE: First Reading – 2022 Fee Ordinance No. 22 (Series 2021)

Request of Council: This memorandum outlines proposed fee changes included in the City’s Municipal Code under sections 2.12 (Administrative) and 26.104 (Land Use). A separate utility rate ordinance will be brought forward for Council consideration.

Previous Actions: Each year, City Council adopts a new fee structure that brings current fees forward and adjusts any fees that do not properly align with projected service demand and/or required revenue generation. The current fee ordinance was last amended November 2020.

Summary and Background: Fees are reviewed annually by both staff and Council as part of budget development. However, the last outside comprehensive evaluation and update of the City’s land use development review and building permit fees was twelve years ago. A one-time supplemental request for a third-party fee study was included in the 2022 budget proposal. The study will include review of public fees, state law, and will be a joint undertaking by Engineering, Utilities, Community Development, and Parks departments.

As noted throughout this year’s budget work sessions, some targeted increases are recommended including:

- **Golf Course:** The junior golf pass increases by 14.6% as it had not been changed in many years, and college student golf pass will go to \$459. 2-3% inflationary adjustments are proposed for most other fees. (Pages 1-2 on Fee Ordinance)
- **Recreation:** Fees have been adjusted for inflation throughout. The 10-visit punch all-inclusive pass (Page 3) and freestyle ice rink 20-visit punch pass (Page 4) will both increase to manage demand and better package offerings. Water polo, kayak roll, and adult basketball drop-in fees (Page 5) will also increase as part of the department’s business plan. Youth tennis clinic fees (Page 6) will be removed because third party providers now run those programs.
- **Red Brick:** Red Brick Arts fee changes are meant to provide flexibility to develop new programs and are structured as hourly blocks to allow for flexibility in new program development. The gallery commission percentage has been increased from 35% to 40% which is competitive with other galleries, and the \$40 exhibition fee has been eliminated to lower barriers for artists. (Page 7)
- **Police:** The case reporting fee has been increased to \$7, and in-person accident reports are now \$10. Certified VIN inspections are increasing from \$20 to \$30. (Page 10)
- **Environmental Health:** A new hourly fee is added for time spent by staff reviewing building permits. This fee matches those charged by Community Development. (Page 12)
- **Parking:** The loading zone reservation fee is deleted. Free parking for electric vehicles in residential zones are formalized, and smart loading zone charges are adjusted. The period covered

by the expedited construction parking reservation fee is increased from 24 to 48 hours notice per space. The proposed electric vehicle charging station rate has been revised from the original fee change submission to be \$0.45/kWh. (Page 14)

- **Parks:** The business license fee is altered to “\$50 up to 7 days” instead of one- or two-day charges. Other changes are inflationary adjustments. (Pages 16-17)
- **IT:** Not included in the initial budget submission, but discussed at the October 4th work session, are fees to pilot the Community Broadband service. The proposed fees limit service to locations with fiber already installed. (Page 29)
- **Community Development:** Because of the 2022 planned fee study, the only fee proposed is correcting a technical error reducing the One-step Hourly Fee for PD Amendments by 5%. (Page 33)

Proposed fee changes have been built into proposed revenue budgets, but actual collections will depend on the volume of sales or services rendered. Any fee can be amended in any manner as desired by the Council and updated for inclusion in the second reading of the ordinance, proposed for November 23, 2021.

Recommendations: Staff recommends approval of the proposed ordinance amending the current fee schedule.

City Manager Comments:

ORDINANCE NO. 22

Series of 2021

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,
AMENDING THE MUNICIPAL CODE OF THE CITY OF ASPEN TO ADJUST CERTAIN
MUNICIPAL FEES INCLUDED UNDER SECTION 2 AND 26 OF THE MUNICIPAL CODE.**

WHEREAS, the City Council has adopted a policy of requiring consumers and users of the miscellaneous City of Aspen programs and services to pay fees that fairly approximate the costs of providing such programs and services; and

WHEREAS, the City Council has determined that certain fees currently in effect do not raise revenues sufficient to pay for the attendant costs of providing said programs and services, or are set above levels necessary to achieve full reimbursement of costs.

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

That Section 2.12.010 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Aspen Municipal Golf Course, is hereby amended to read as follows:

Sec. 2.12.010. Aspen Municipal Golf Course

	Early Season	Regular Season
Greens Fees / Passes		
Platinum	\$2,550.00	\$2,600.00
Gold	\$1,560.00	\$1,600.00
Silver	\$980.00	\$1,000.00
20 Punch	\$785.00	\$800.00
Junior	\$228.00	\$228.00
Twilight	\$650.00	\$660.00
College Pass	\$459.00	\$459.00
Senior Greens Fee – 9 Hole	\$41.25	\$41.25
Senior Greens Fee – Resident	\$74.50	\$74.50
Military Rate (Must Show Proper ID)	N/A	\$86.50
Green Fee – Max Rate	N/A	\$180.00
Green Fee – Junior	N/A	\$50.00
Green Fee – Guest of Member	N/A	\$86.50

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	Early Season	Regular Season
Cart and Club Rentals		
Golf Cart – 18 Holes	N/A	\$24.75
Golf Cart – Members: 18 Holes	N/A	\$22.75
Golf Cart – 9 Holes	N/A	\$19.50
Golf Cart – Members: 9 Holes	N/A	\$18.00
Golf Cart Punch Pass	N/A	\$400.00
Pull Cart – 18 Holes	N/A	\$18.00
Pull Cart – Members: 18 Holes	N/A	\$15.50
Pull Cart – 9 Holes	N/A	\$12.50
Pull Cart – Members: 9 Holes	N/A	\$10.25
Rental Clubs – 18 Holes	N/A	\$67.00
Rental Clubs – 9 Holes	N/A	\$47.00
Lockers and Range		
Locker for Season	N/A	\$380.00
Range Large Bucket	N/A	\$12.25
Range Large Bucket – Members	N/A	\$11.25
Range Small Bucket	N/A	\$10.25
Range Small Bucket – Members	N/A	\$8.25
Range Punch Pass	N/A	\$215.00
Unlimited Range Punch Pass	N/A	\$999.00

(Code 1971, §2-33; Ord. No. 44-1991, §12; Ord. No. 77-1992, §16; Ord. No. 68-1994, §5; Ord. No. 53-1995, §2; Ord. No. 43-1996, §1; Ord. No. 49-1998, §1; Ord. No. 45-1999, §1; Ord. No. 57-2000, §1; Ord. No. 5-2002 §1; Ord. No. 47-2002 §18; Ord. No. 63-2003, §8; Ord. No. 2-2004, §1; Ord. No. 38-2004, §10; Ord. No. 49-2005, §12; Ord. No. 48, 2006, §1; Ord. No. 52-2007; Ord. No. 29-2010§12; Ord. No. 33-2011§1; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.014 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for Recreation Department Fun Passes, is hereby amended to read as follows:

Sec. 2.12.014 Recreation Department Fun Pass

The Recreation Department shall issue Fun Passes that provides access to the holder of such a pass to the following facilities and activities: use of the James E. Moore Pool, public or open skating at the Lewis Ice Arena or Aspen Ice Garden, use of the climbing wall at the Red Brick Recreation Center, fitness classes held at the Red Brick Recreation Center, aquatic fitness classes at the Aspen Recreation Center, tennis court rental and usage at the Aspen Tennis Center. Usage, participation and access to the above activities may be limited to certain times and dates as indicated on the pass.

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	Online Fee	In-Person Fee
Daily Admission		
Youth - Resident	N/A	\$10.00
Youth - Guest (All Inclusive)*	N/A	\$23.50
Adult - Resident	N/A	\$12.00
Adult - Guest (All Inclusive)*	N/A	\$25.50
Senior	N/A	\$10.00
Twilight	N/A	\$7.25
Guest 10 Visit Card (All Inclusive)*	\$200.00	\$225.00
Monthly Pass		
Youth / Senior - Resident	\$60.00	\$70.00
Adult - Resident	\$108.00	\$126.00
Family - Resident	\$210.00	\$240.00
Each Additional	\$23.00	\$26.00
20 Visit Card		
Youth / Senior Resident	\$164.00	\$197.00
Adult Resident	\$213.00	\$239.00
3 Month Pass		
Youth / Senior Resident	\$145.00	\$165.00
Adult Resident	\$257.00	\$293.00
Family Resident	\$404.00	\$467.00
Each Additional	\$37.00	\$44.00
6 Month Pass		
Youth / Senior Resident	\$280.00	\$325.00
Adult Resident	\$349.00	\$399.00
Family Resident	\$763.00	\$819.00
Each Additional	\$70.00	\$82.00
Annual Pass		
Youth Resident	\$492.00	\$540.00
Adult Resident	\$599.00	\$693.00
Family Resident	\$1,299.00	\$1,365.00
Each Additional	\$135.00	\$157.00

*All Inclusive - includes full facility usage of swimming pool, cardio and weight rooms, exercise & fitness classes, climbing tower, public ice skating, equipment rentals including towel, ice skates and locker.

(Ord. No. 27-2003, §2; Ord. No. 38-2004, §14; Ord. No. 49-2005, §3; Ord. No. 48, 2006, §2; Ord. No. 52-2007; Ord. No. 40-2008; Ord. No. 27-2009§1; Ord. No. 29-2010§1; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

ORDINANCE NO. 22

Series of 2021

That Section 2.12.015 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Aspen Recreation Center, is hereby amended to read as follows:

Sec. 2.12.015. Aspen Recreation Center

	Online Fee	In-Person Fee
ARC Meeting Room Rental		
Flat Rate	\$28.50	\$28.50

(Ord. No. 27-2003, §1; Ord. No. 63-2003, §9; Ord. No. 38-2004, §13; Ord. No. 49-2005, §4; Ord. No. 48, 2006, §3; Ord. No. 40-2008; Ord. No. 27-2009§2; Ord. 29-2010§2; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

Sec. 2.12.020. Aspen Ice Garden and Lewis Ice Arena

	Online Fee	In-Person Fee
Rent Entire Facility		
Aspen Ice Garden	N/A	\$5,250.00
Lewis Ice Arena	N/A	\$5,250.00
Rent Private - Ice		
Aspen Ice Garden	N/A	\$319.00
Lewis Ice Arena	N/A	\$319.00
Rent Non-Profit		
Aspen Ice Garden	N/A	\$254.00
Lewis Ice Arena	N/A	\$254.00
Other Fees		
Skate Sharpening	N/A	\$7.00
Skate Sharpening - Same Day	N/A	\$12.00
Pick-up Hockey / Pick-up Freestyle	N/A	\$16.00
Pick-up Hockey, 10 Punch Pass	\$128.50	\$139.75
Freestyle 20 Punch Pass	\$257.00	\$279.50
Skating Classes	N/A	N/A
Figure Skates and V Cut Sharpening	N/A	\$15.00
Locker Rental		
6-Month Aquatic Locker Rental	N/A	\$75.00

(Code 1971, §2-34; Ord. No. 44-1991, §12; Ord. No. 77-1992, §16; Ord. No. 67-1993, §6; Ord. No. 68-1994, §6; Ord. No. 53-1995, §3; Ord. No. 43-1996, §2; Ord. No. 49-1998, §2; Ord. No. 45-1999, §2; Ord. No. 57-2000 §2; Ord. No. 47-2002 §16; Ord. No. 27-2003; Ord. No. 63-2003, §10; Ord. No. 2-2004, §2; Ord. No. 38-2004, §2; Ord. No. 49-2005, §7; Ord. No. 48, 2006, §4; Ord. No. 52-2007; Ord. No. 27-2009§3; Ord. No. 29-2010§3; Ord. No. 33-2011§2; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

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Series of 2021

That Section 2.12.030 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the James R. Moore Pool, is hereby amended to read as follows:

Sec. 2.12.030. James E. Moore Pool

	Online Fee	In-Person Fee
Youth Swim Lessons		
Youth Lessons	\$41.00	\$43.00
Private Lessons	\$51.00	\$54.00
Lifeguard Training	\$270.00	\$299.00
Kayak Roll Session without Membership	N/A	\$15.00
Kayak Roll with Membership	N/A	\$6.00
Water Polo Drop In without Membership	N/A	\$15.00
Water Polo Drop In with Membership	N/A	\$6.00
Rentals		
Entire Aquatic Facility – For Profit	N/A	\$301.00
Entire Aquatic Facility – Non Profit	N/A	\$254.00
Single Lane Rental in Lap Pool	N/A	\$21.50
Single Lane Rental - Non Profit	N/A	\$14.00

(Code 1971, §2-35; Ord. No. 44-1991, §12; Ord. No. 77-1992, §16; Ord. No. 53-1995, §4 [part]; Ord. No. 43-1996, §3; Ord. No. 49-1998, §3; Ord. No. 45-1999, §3; Ord. No. 47-2002 §17; Ord. No. 63-2003, §11; Ord. No. 38-2004, §15; Ord. No. 49-2005 §5; Ord. No. 48, 2006, §5; Ord. No. 40-2008; Ord. No. 27-2009§4; Ord. No. 29-2010§4; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.040 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for miscellaneous leisure and recreation fees, is hereby amended to read as follows:

Sec. 2.12.040. Miscellaneous Leisure and Recreation Fees

	Online Fee	In-Person Fee
Adult Programs		
Adult Basketball – Drop In	N/A	\$6.00
Adult Volleyball – Drop In	N/A	\$6.00
Men’s Recreation Basketball	\$795.00	\$836.00
Adult Soccer	\$510.00	\$510.00
Adult Softball – Men’s League	\$1,020.00	\$1,020.00
Adult Softball – Coed League	\$892.50	\$917.00
Adult Flag Football	\$459.00	\$510.00
Ariel, Circus, Silks & Trapeze – Drop In	N/A	\$21.00
Ariel, Circus, Silks & Trapeze – Monthly	N/A	\$62.00

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	Online Fee	In-Person Fee
Tennis (These fees are a guidance to set yearly fee agreements with the tennis operator)		
Tennis Clinics – Adult	N/A	\$32.00
Tennis Clinics – Punch Pass, Adult	\$268.00	\$305.00
Tennis Lessons - Private (Max Rate)	\$102.00	\$102.00
Tennis Court Rental Fees (Per Court)	\$31.00	\$31.00
Tennis Ball Machine Rental	N/A	N/A
Tennis One Month Membership - Individual	\$70.00	\$84.00
Tennis One Month Membership - Couple	\$96.00	\$112.00
Tennis One Month Membership - Family	\$123.00	\$142.00
Youth Programs		
Youth Baseball	\$138.00	\$144.00
T-Ball	\$73.50	\$79.00
Girls Softball	\$135.00	\$144.00
Day Camp	\$45.00	\$49.00
Martial Arts – Monthly	N/A	\$49.00
Sailing	\$255.00	\$260.00
Youth Biking	\$56.00	\$65.00
Specialty Camps	\$286.00	\$288.00
Youth Intramurals		
Soccer	\$101.00	\$107.00
Soccer – Kindergarten	\$57.00	\$66.00
Basketball	\$103.00	\$118.00
Basketball – Kindergarten	\$56.00	\$64.00
Flag Football	\$93.00	\$108.00
Climbing Wall		
Beginner Rock Rats	\$71.50	\$76.00
Boulder Rats	\$85.75	\$99.00
Intermediate / Advanced Climbing	\$97.00	\$99.00
Junior Rats	\$57.00	\$65.00
Gymnasium Rental - 1 Hour	\$70.25	\$80.00
Junior AROCK	\$57.25	\$65.00
AROCK	\$106.00	\$112.00
Other Fees		
Red Brick Facility Rental	N/A	\$153.00
Playhouse	\$5.00	\$5.00
Sled Rental	\$10.00	\$10.00
Pickleball Drop In Fee	\$10.00	\$10.00
Pickleball Clinic	\$150.00	\$150.00
Pickleball Summer/Winter Pass	\$150.00	\$153.00

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	Online Fee	In-Person Fee
Other Fees (continued)		
Personal Training Session – 1 hour	\$90.00	\$90.00
ARC – Birthday Party – Birthday Room	\$150.00	\$150.00
ARC – Pavilion Rental	\$29.00	\$29.00
Shower – Drop In	\$7.00	\$7.00
Hockey League – Winter	\$327.00	\$327.00
Hockey Mountain High Tournament – Reg.	\$1,000.00	\$1,000.00
ARC – Turkey Triathlon	\$30.00	\$30.00
Skate Rental	\$4.00	\$4.00
Towel Rental	\$4.00	\$4.00

(Code 1971, §2-36; Ord. No. 44-1991, §12; Ord. No. 77-1992, §16; Ord. No. 68-1994, §7; Ord. No. 53-1995, §4 [part]; Ord. No. 43-1996, §4; Ord. No. 49-1998, §4; Ord. No. 45-1999, §4; Ord. No. 57-2000, §3; Ord. No. 47-2002, §15; Ord. No. 63-2003, §12; Ord. No. 38-2004, §12; Ord. No. 49-2005, §6; Ord. No. 48, 2006, §6); Ord. 52-2007; Ord. No. 40-2008; Ord. No. 27-2009§2; Ord. No. 29-2010§5; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.043 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Red Brick Center for the Arts, is hereby amended to read as follows:

Sec. 2.12.043. Red Brick Center for the Arts Fees

Program Fees	
Adult Class - up to 2 hrs*	\$55.00
Adult Class - 2hrs to 4 hrs*	\$90.00
Adult Class - full day rate*	\$180.00
Youth – Art Camp (1 week)	\$290.00
Youth – Afterschool Art Class	\$23.00
Youth – Pre-K Studio	Free
Youth – All Day Art Camp	\$62.00
Gallery Commission (% of gross sales)	40%
<i>*Rate for different classes may vary based on supply costs.</i>	
Facility Fees	
Tenant Rent (per sq. foot)	\$1.98
Parking Permit	\$110.00
Room Rental (per hour)	\$26.00

(Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

ORDINANCE NO. 22

Series of 2021

That Section 2.12.045 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Wheeler Opera House, is hereby amended to read as follows:

Sec. 2.12.045. Wheeler Opera House

	For-Profit	Non-Profit
<i>All Rates Below Include Rehearsals & Performances</i>		
Ticketed Performance Day Rate	\$685	\$390
Ticketed 2nd Performance Same Day Rate	\$340	\$190
Ticketed 2nd Performance Consecutive Day	\$480	\$270
Ticketed Performance Weekly Rate (<= 5 Days)	\$2,600	\$1,550
Non-Ticketed Community Events Day Rate	N/A	\$130.00
Lobby Performance Stage (105 seated, 125 standing)	\$800	\$525
Facility – Private Events (Plus Labor)		
Full Venue	\$1,700	\$815
Lobby Rental (Max 20; No A/V or Food, 4 Hr Max)*	\$200	\$100
Lobby Rental (Max 125; Hourly w/ 2 Hr Min)	\$100	\$75
Wedding Flat Fee (Full Venue, 450 Max)	\$5,000	N/A
Wedding Flat Fee (Lobby Only, 125 Max)	\$1,750	N/A
Photo Shoot in Venue (per Hour)	\$150	N/A
<i>* business hours only, no additional labor fees</i>		
Box Office Royalty		
Inside Sales (as percent of sales)	5%	5%
Outside Sales (as percent of sales)	6%	6%
Per-Order Processing Fee	\$5	\$5
Credit Card Billback		
Visa & Mastercard	3%	3%
American Express	4%	4%
Box Office Ticket Sellers		
Inside Events (per hour)	\$28.50	\$25.00
Outside Events (per hour, includes transit)	\$35.00	\$35.00
Box Office Set-Up		
5+ days notice	\$30	\$28
3-4 days notice	\$40	\$38
2 or less days notice	\$60	\$55

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	For-Profit	Non-Profit
Support Services		
Ticket Printing / Ticket	\$0.12	\$0.08
Client Database Entry	\$95	\$95
Non-Standard Box Office Reports / Report	\$20	\$20
Pass Barcoding (per barcoded entered)	\$0.50	\$0.25
Pass Database Entry (per 100 entries)	\$125	\$95
Theatre Technician Rates / Hr	\$29.50	\$27.50
Production Manager (Audio/Lights) Rate/Hr	\$35.50	\$33.50
Custodial Charge / Day	\$95	\$68
Food Custodial Charge / Day	\$160	\$95
Front of House Manager Rate / Hr (2 hr min)	\$35.50	\$33.50
Front of House Staff Rate / Hr (2 hr min)	\$28.50	\$26.50
Lobby Setup Fee (stage, chairs, tables, etc)	\$200	\$100
Theatre Live Events Seat Removal (pit area)	\$250.00	\$100.00
Coffee/Tee Service (per 100 people)	\$30	\$20
Catering Coordination	\$34.50	\$32.50
Merchandise Seller	\$150	5% of gross sales
Merchandise – Recorded Material & Other	10% / 20% of gross	N/A
Piano Tuning	\$175	\$175
Supplies	At Cost	At Cost
Equipment / Instrument Rental		
1999 Steinway Rental / Performance	\$360	\$255
Piano Tuning / Tune	\$225	\$200
Keyboard Rental / Performance	\$150	\$100
Drum Rental / Performance	\$250	\$200
Fender Rental / Performance	\$75	\$50
Pro Bass Rental / Performance	\$75	\$50
Fogger or Hazer / Performance	\$40	\$25
Video Media Rental (Christie, DCP, Sony HD Deck)	\$250	\$100
Video Media Rental / Week (Panasonic HD Video Projector)	\$900	\$400
Intelligent Light Package / day	\$250	\$100
Dance Floor / event	\$200	\$150
Presentation Laptop / day	\$100	\$65

*In order to qualify for non-profit rates, organization must be a registered Roaring Fork Valley non-profit organization or qualifying performing artist.

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Series of 2021

(Ord. No. 68-1994, §8; Ord. No. 53-1995 §5; Ord. No. 45-1999, §5; Ord. No. 49-1998, §5; Ord. No. 57-2000, §4; Ord. No. 12-2003, §1; Ord. No. 63-2003, §13; Ord. No. 38-2004, §11; Ord. No. 48, 2006, §7; Ord. No. 40-2008; Ord. No. 27-2009§6; Ord. No. 29-2010 §6; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.050 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Aspen Police Department, is hereby amended to read as follows:

Sec. 2.12.050. Aspen Police Department fees

Law Enforcement Records	
Accident Reports – In Person	\$10.00
Case Reports	\$7.00
<i>Per Copied Page</i>	<i>\$0.25</i>
Arrest History / Background Checks	
Arrest History / Background Checks	\$10.00
<i>Per Copied Page</i>	<i>\$0.25</i>
Criminal History Report Per Name Search (5 names per person)	\$25.00
Extensive Records Search Per Hour	\$25.00
Communications Logging / Hour	\$15.00
<i>Per Audio CD</i>	<i>\$25.00</i>
Case Report/Accident Photos / CD	\$20.00
<i>Records Research / Additional Hour</i>	<i>\$25.00</i>
Body Worn Camera (BWC) Video Per Case	\$25.00
<i>BWC Records Research / Additional Hour</i>	<i>\$25.00</i>

Aspen Police Department	
Alarm User Permit	\$114.00
First False Alarm / Year	\$118.00
Second False Alarm / Year	\$237.00
Third and Fourth False Alarm / Year	\$358.00
All Bank Alarms	\$380.00
Late Fees	\$12.00
Central Alarm License Fee	\$314.00
Vehicle Inspection	\$20.00
Certified VIN Inspection	\$30.00
Off-Duty Security/Officer/Hour	\$95.00
Notary Fees	\$5.00

ORDINANCE NO. 22

Series of 2021

Dog Vaccination and License Fees	
Annual Dog Tag Fees	\$20.00
Spayed/Neutered Dog Tag Fee	\$10.00
Senior Citizen/Active Service Dog Tag Fee	FREE
Replacement Tag	\$4.00

(Code 1971, §2-38; Ord. No. 77-1992, §17; Ord. No. 68-1994, §§9—11; Ord. No. 53-1995, §§6—10; Ord. No. 43-1996, §§5—7; Ord. No. 49-1998, §§6—8; Ord. No. 45-1999, §§6—9, 20; Ord. No. 57-2000, §§5, 12; Ord. No. 47-2002, §2; Ord. No. 63-2003, §2; Ord. 2-2004, §3; Ord. 38-2004, §1; Ord. No. 49-2005, §1; Ord. No. 48, 2006, §8; Ord. No. 40-2008; Ord. No. 27-2009§7; Ord. No. 29-2010§7; Ord. No. 33-2011; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.051 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Engineering Department, is hereby amended to read as follows:

Sec. 2.12.051. Engineering Department fees

Permit and Application Fees	
Encroachment License and Application	\$401.70
Encroachment Fees (Minor Encroachment < 3 hrs)	\$100.00
Vacation Application (\$325 / hr for estimated 18 hours)	\$5,850.00
Right-of-way Permit (waived for sidewalk replacement work; additional hourly review rate of \$325/hr will be applied to projects requiring more than 4 hours of review time)	\$401.70
Encroachment Fees	
Permanent Encroachment Fee (per permit)	\$1,000.00
Permanent Encroachment for Earth Retention (per cuft/mo)	\$1.40
Temporary Occupation of Right-of-Way Under Encroachments	
By commercial operations not associated with construction, including contractors and vendors (per sqft/mo)	\$2.50
Base cost within the core by commercial operations associated with construction, including contractors and vendors (per sqft/mo). Fees increase by 20% for first exception granted, 30% increase for second exception granted, 40% increase for every exception granted thereafter.	\$17.00
Outside of the core by commercial operations associated with construction including contractors and vendors (per sqft/mo)	\$7.00
Map and Plan Printing	
Per copy cost	\$5.00
Landscape and Grading Permit	
Engineering Development Review Fee	See fee schedule
Construction Mitigation Review Fee (as applicable)	See fee schedule
Utilities Development Review Fee (as applicable)	See fee schedule
Parks Development Review Fee (as applicable)	See fee schedule
Zoning Hourly Review Fee (as applicable)/hr	\$325.00

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(Ord. No. 47-2002, §3; Ord. No. 49-2005, §13; Ord. No. 48, 2006, §9; Ord. No. 52-2007; Ord. No. 40-2008; Ord. No. 27-2009§8; Ord. No. 29-2010§8; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.052 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Environmental Health Department, is hereby amended to read as follows:

Sec. 2.12.052. Environmental Health Department fees

Environmental Health Fees	
Event Plan Review	\$30.00
Event Inspection Fee	\$70.00
Swimming Pool Plan Review	\$79.00
Environmental Health Fees (continued)	
Restaurant Site Inspection	\$82.00
Food Safety Training	\$82.00
Large Childcare	\$100.00
Small Childcare	\$50.00
Plan review application	\$100.00
Plan review & pre-operational inspection (not to exceed)	\$580.00
HACCP plan review – written (not to exceed)	\$100.00
HACCP plan review – on-site (not to exceed)	\$400.00
Building Permit Review (per hour)	\$325.00
Real estate review (not to exceed)	\$75.00
Food Service License	
Free (K-12 school, penal institution, non-profit serving food insecure populations)	\$0.00
Limited food service (convenience, other)	\$270.00
Restaurant 0-100 Seats	\$385.00
Restaurant 101-200 Seats	\$430.00
Restaurant Over 200 Seats	\$465.00
Grocery store (0 – 15,000 sq. ft.)	\$195.00
Grocery store (> 15,000 sq. ft.)	\$353.00
Grocery store w/ deli (0 – 15,000 sq. ft.)	\$375.00
Grocery store w/ deli (> 15,000 sq. ft.)	\$715.00
Mobile Unit (full-service)	\$385.00
Mobile Unit (pre-packaged)	\$270.00
Oil & Gas (Temporary)	\$855.00
Special Event (full-service)	\$255.00
Special Event (pre-packaged)	\$115.00

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Enforcement Fees and Penalties	
Civil Penalty (4 consecutive or 4/5 inspections that don't "pass")	\$1,000.00

(Ord. No. 47-2002, §4; Ord. No. 63-2003, §2 Ord. No. 38-2004, §3; Ord. No. 49-2005, §2; Ord. No. 48, 2006, §10; Ord. No. 40-2008; Ord. No. 15-2009; Ord. No. 27-2009§9; Ord. No. 29-2010§9; Ord. 33-2011; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.053 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Geographic Information System Department, is hereby amended to read as follows:

Sec. 2.12.053. Geographic Information System (GIS) Department fees

GIS Fees	
Preprinted Map Small (11" x 17" or smaller)	\$14.00
Preprinted Map Large <u>on Photo Paper</u> (greater than 11" x 17")	\$100.00
Large Format Plotting (greater than 11" x 17")	\$30.00
Custom Mapping and Analysis or Misc. Services (per hour, <u>min. 1 hr</u>)	\$325.00

(Ord. No. 47-2002, §5; Ord. No. 63-2003, §3; Ord. No. 48, 2006, §11; Ord. No. 52-2007; Ord. No. 27-2009§10; Ord. No. 29-2010§10; Ord. No. 33-2011; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.060 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Parking Department, is hereby amended to read as follows:

Sec. 2.12.060. Parking fees

Rio Grande Plaza Parking	
Hourly Rate	\$2.00
Maximum Daily Fee	\$12.00
Validation Stickers / Visit	\$6.00
Business Pass (Unlimited Monthly Access)	\$150.00
Unlimited Use Monthly Pass With Reserved Space	\$250.00
Lost Ticket Fee	\$25.00
5-Day Unlimited Access Hotel Pass	\$60.00
Special Events Pass / Day	\$6.00
Access Replacement Card	\$20.00

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Commercial Core Pay Parking (between 7:00 AM and 6:00 PM)	
Hourly Rates (10:00am to 11:00am) High Season	\$4.00
Hourly Rates (11:00am to 3:00pm) High Season	\$6.00
Hourly Rates (3:00pm to 6:00pm) High Season	\$4.00
Hourly Rates (10:00am to 11:00am) Low Season	\$2.00
Hourly Rates (11:00am to 3:00pm) Low Season	\$4.00
Hourly Rates (3:00pm to 6:00pm) Low Season	\$2.00
30 minutes	\$1.00
Single Space Meters (per 15 minutes)	\$0.50
Residential Permit Parking	
Residential Day Pass	\$8.00
Space Rental Fee / Day	\$20.00
First and Second Permit for Residence and Guest	Free
Third Permit for Resident and Guest	\$25.00
Lodge Guest Permit (4-days)	\$3.00
Business Vehicle Permit	\$125.00
High Occupancy Vehicle Permit	Free
Electric Vehicles	Free
Electric Vehicle Charging - Level 3 Charger / \$0.45 per kWh	\$0.45
Smart Loading Zone per 15 minutes	\$0.50
Miscellaneous Parking	
Delivery Vehicle Permit	\$100.00
Service Vehicle	50% of parking rates
Construction – Residential / Day	\$40.00
Construction – Commercial / Day	\$100.00
Expedited Construction Parking Reservation (< 48 hours notice) / Space	\$100.00
Reserved Spaces for Approved Activities	\$50.00
Handicapped Parking	Free
Permit Replacement	\$75.00
Tow Truck Cancellation Fee	\$40.00
Boot Fee	\$75.00
Towing Fee (Tickets / Snow / Farmer's)	\$160.00
Towing Fee (72 Hour / Abandoned)	\$200.00
Ticket Late Fee	\$10.00
Neighborhood Electric Vehicles	Free

1-The residential permit parking program restrictions shall be in effect from 8:00 a.m. until 5:00 p.m., Monday through Friday (official holidays exempted), unless otherwise specified.

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2-Neighborhood electric vehicles (NEV's) are defined as follows: A low-speed electric vehicle which does not exceed speeds of 20-25 mph. The vehicle must have seat belts, headlights, windshield wipers, safety glass, tail lamps, front and rear turn signals and stop lamps. These vehicles must have a vehicle identification number (VIN) and be state-licensed. NEV's are only permitted within the City limits and on roads that have speed limits less than 40 mph.

3-High Season includes the months of Jan, Feb, Mar, Jun, Jul, Aug, Sep, and Dec. Low Season includes Apr, May, Oct and Nov.

(Code 1971, §2-39; Ord. No. 36-1994, §1; Ord. No. 68-1994, §12; Ord. No. 53-1995, §20; Ord. No. 43-1996, §17; Ord. No. 49-1998, §9; Ord. No. 45-1999, §9; Ord. No. 57-2000, §5; Ord. No. 4-2002, §1; Ord. No. 47-2002, §19; Ord. No. 63-2003, §15; Ord. No. 49-2005, §14; Ord. No. 39-2007; Ord. No. 33-2011; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No. 20-2020; Ord. No. 22-2021)

That Section 2.12.070 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the City Clerk's Office, is hereby amended to read as follows:

Sec. 2.12.070. Liquor and marijuana license application fees

Liquor Licenses	
Beer Permit (3.2% by Volume)	\$10.00
Special Event Permit	\$25.00
New License	\$1,000.00
Transfer of Location or License	\$750.00
Hotel & Restaurant or Tavern including Modest - Renewal Fee	\$178.75
Beer & Wine including Modest - Renewal Fee	\$152.50
Retail Liquor Store or Drug Store - Renewal Fee	\$122.50
Arts or Club-Renewal Fee	\$115.00
3.2 Beer-Renewal Fee	\$103.75
Optional Premises License	\$50.00
Temporary Permit	\$100.00
Late Renewal Application Fee	\$500.00
Tastings Permit	\$100.00
Marijuana Licenses	
Medical or Retail Marijuana Center New License Fee	\$2,000.00
Medical & Retail Marijuana Optional Premise Cultivation License	\$2,000.00
Medical or Retail Marijuana Infused Products Manufacturers' License	\$2,000.00
Medical Marijuana Center Applying for Retail Marijuana Store License	\$2,000.00
Medical or Retail Marijuana Transfer of Ownership	\$750.00
Medical or Retail Marijuana Change of Location	\$500.00
Medical or Retail Marijuana Change of Corporation or LLC Structure	\$100.00
Medical or Retail Marijuana Modification of Premises	\$100.00
Renewal of Retail or Medical Marijuana License	\$1,000.00

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(Code 1971, §2-40; Ord. No. 8-1994, §4; Ord. No. 45-1999, §10; Ord. No. 24-2004, §2; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.080 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Parks Department, is hereby amended to read as follows:

Sec. 2.12.080. Parks Department fees

Event Fees	
Application Fee	
For Profit	\$145.00
Non-Profit	\$56.00
Business License	
Up to 7 Days	\$50.00
Event Fees – Non-Profit	
Under 50 People	\$56.00
50-100 People	\$224.00
101-200 People	\$337.00
201-500 People	\$561.00
Over 500 People	\$1,683.00
Event Fees – For Profit	
Under 50 People	\$197.00
50-100 People	\$449.00
101-200 People	\$673.00
201-500 People	\$3,927.00
Over 500 People	\$5,610.00
Exclusive Use of Park	\$8,415.00
Athletic Camps	
Local (per hour)	\$29.00
Non-Local (per hour)	\$45.00
Athletic Tournaments/Event	\$842.00
Sports Classes / Day Care	
Local (per hour)	\$29.00
Non-Local (per hour)	\$45.00
Paragliding Commercial Landing Fee	\$2.00
Flags on Main Street/Flag	\$18.00
Banners on Main Street/Banner	\$18.00
Mall Space Leasing	
Price per Square Foot	\$4.43

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Filming	
3-10 People	\$155.00
11-30 People: Still	\$255.00
11-30 People: Video	\$360.00
31-49 People: Still	\$360.00
31-49 People: Video	\$460.00
50 and Over People	\$870.00
Tree Fees	
Removal Permit	\$82.00
Removal Permit - Development	\$220.00
Mitigation Fee	\$46.00
Development Fees	
Encroachments - Minor Review	\$75.00
Encroachments - Major Review	\$150.00
Right of Ways - Minor Review	\$75.00
Right of Ways - Major Review	\$150.00
Landscaping and Grading Permit	\$74.00
Landscape/Resource Review (per sqft)	\$0.06

(Ord. No. 45-1999, §11; Ord. No. 47-2002, §6; Ord. No. 63-2003, §14; Ord. No. 38-2004, §5; Ord. 52-2007; Ord. No. 33-2011; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.100 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Building and Planning Department, is hereby amended to read as follows:

Sec. 2.12.100. Building and Planning

This Section of the Code sets forth building permit fees for the City Community Development Department, and shall be applied to applications submitted on or after January 1, 2022:

BUILDING PERMIT FEES	
Total Valuation: \$1.00 to \$5,000.00	\$25.00
Total Valuation: \$5,001.00 to \$50,000.00	50% of sum of \$25 + 5.0% of permit valuation over \$5,000
Total Valuation: \$50,001.00 to \$100,000.00	75% of sum of \$2,275 + 3.5% of permit valuation over \$50,000
Total Valuation: \$100,001.00 to \$250,000.00	\$4,025 + 2.5% of permit valuation over \$100,000

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BUILDING PERMIT FEES (continued)	
Total Valuation: \$250,001.00 to \$500,000.00	\$7,775 + 2.0% of permit valuation over \$250,000
Total Valuation: \$500,001.00 to \$1,000,000.00	\$12,775 + 1.75% of permit valuation over \$500,000
Total Valuation: \$1,000,001.00 to \$2,500,000.00	\$21,525 + 1.5% of permit valuation over \$1,000,000
Total Valuation: \$2,500,001.00 to \$5,000,000.00	\$44,025 + 1.25% of permit valuation over \$2,500,000
Total Valuation: Above \$5,000,000	\$75,275 + 0.75% of permit valuation over \$5,000,000 plus 0.5% of permit valuation over \$10,000,000
Building Permit Review Fee (per hour)	\$325.00
Fees Due Upon Permit Submittal	
Plan Check Fees (as percent of total building permit outlined above)	65%
Energy Code Fee (as percent of total building permit outlined above)	15%
Fees Due Upon Permit Issuance	
Building Permit Fee (as percent of total building permit outlined above)	100%
GIS Fee (applicable only if changing building footprint)	\$500.00
Renewable Energy Mitigation Payment	(see details below)
Use Tax Deposit – City of Aspen	2.1% of value of materials for projects over \$100,000
Use Tax Deposit – Pitkin County	0.1% of value of materials

RENEWABLE ENERGY MITIGATION PAYMENT	
Residential Exterior Energy Use	
Snowmelt – includes roof and gutter de-icing systems	\$34 per square foot divided by boiler efficiency (AFUE)
Outdoor Pool	\$136 per square foot divided by boiler efficiency (AFUE)
Spa – pkg. or portable spas < 64 sqft are exempt	\$176 per square foot divided by boiler efficiency (AFUE)
Residential Onsite Renewable Credits (certain restrictions may apply)	
Photovoltaic Systems	\$6,250 per KWH
Solar Hot Water Systems	\$125 per square foot
Ground Source Heat Pumps	\$1,400 per 10,000 BTU per hr

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Commercial Exterior Energy Use	
Snowmelt – includes roof and gutter de-icing systems	\$60 per square foot divided by boiler efficiency (AFUE)
Outdoor Pool	\$170 per square foot divided by boiler efficiency (AFUE)
Spa – pkg. or portable spas < 64 sqft are exempt	\$176 per square foot divided by boiler efficiency (AFUE)
Commercial Onsite Renewable Credits (certain restrictions may apply)	
Photovoltaic Systems	\$6,250 per KWH
Solar Hot Water Systems	\$224.65 per square foot
Ground Source Heat Pumps	\$1,400 per 10,000 BTU per hr

CHANGE ORDER FEES	
<i>Applications for change orders shall cause a revision to the overall project valuation. Fees for the previously submitted permit application shall not be refunded or credited toward change order fees. Not all change orders will require additional fees in each fee category. A change order fee applies each time a change order is submitted. A change order may propose multiple changes, and applicants are encouraged to "bundle" their change order requests to minimize fees.</i>	
Fees Due Upon Change Order Issuance	
Change Order Plan Check Fee for All Review Agencies	\$325.00/hr.
Change Order Energy Code Review Fee – if applicable	\$325.00/hr.
Change Order Building Permit Fee (as a percentage of revised permit fee)	5%
PHASED PERMITTING FEES	
<i>Applications for Building Permits may be issued in "phases" prior to the entire permit being ready for issuance. For a permit to be issued in phases, all elements of that phase must be reviewed and approved by the Building Department and applicable referral agencies. A Phased Building Permit still requires complete submission of all required documents and information for all phases at initial permit application submission. Issuance of a permit in phases is at the discretion of the Chief Building Official. Fees for phased permit issuance are in addition to fees due for issuance of a complete building permit.</i>	
Fees Due at Issuance of Phase 1 Permit:	0%
Building Permit Review Phasing Fee	35% of Building Permit Fee
Zoning Review Phasing Fee	10% of Zoning Review Fee
Construction Mitigation Phasing Fee	50% of Construction Mitigation Fee
Engineering Development Review Phasing Fee	10% of Engineering Fee
Parks Phasing Fee	10% of Parks Review Fee
Utilities Development Review Phasing Fee	10% of Utilities Review Fee

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SPECIAL SERVICES FEES	
Inspection Fee Outside of Normal Business Hrs. (per hour, min. 2 hrs.)	\$325.00/hr.
Re-inspection Fee (per inspection)	\$325.00/hr.
Special Inspections Fee for Unspecified Inspection Type (per hour, min. 1 hr)	\$325.00/hr.
Building Permit Extension Fee – per Occurrence	7.5% of Building Fee Permit (\$5,000 maximum per extension)
REPAIR FEES	
Permit Fee	\$25.00
Plan Review Fee	\$325.00/hr.
Zoning Review Fee	\$325.00/hr.
Construction Mitigation Review Fee	10% of CMP Review Fee
Engineering Review	10% of Engineering Review Fee
Parks Review Fee	\$325.00/hr.
RE-ROOFING AND ROOFING FEE	
Permit Fee	\$25.00
Plan Review Fee	\$25.00/100 sqft of roofing
Zoning Review Fee	\$325.00/hr.
Construction Mitigation Review Fee	10% of CMP fee
Parks Review	\$325.00/hr.
INTERIOR FINISH & FIXTURE REMOVAL FEE	
Permit Fee	\$25.00 (minimum)
Plan Review Fee	\$325.00/hr. (1 hr. minimum)
Construction Mitigation Fee	10% of CMP Review Fee
TEMPORARY STRUCTURE	
Permit Fee	\$25.00
Plan Review Fee	\$325.00/hr. (1 hr. minimum)
Parks Review Fee	\$325.00/hr. (1 hr. minimum)
Fire Department Review Fee	\$100.00
CERTIFICATE OF OCCUPANCY	
Permanent Certificate	Included in Building Permit Fee
Temporary Certificate per Occurrence (max \$5,000 ea.)	7.5% of Building Permit Fee

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ENFORCEMENT FEES AND PENALTIES

Projects that had a Land Use review cannot submit for a building permit until all invoices related to the Land Use review have been paid in full. Additional penalties, pursuant to Municipal Code Section 26.104.070, Land Use Application Fees, also may be applicable.

For violations of the adopted building codes other than a stop work order or correction notice, the Chief Building Official may issue a Municipal Court citation. Fees, fines, and penalties by citation for violations of the Building Code shall be established by the Municipal Court Judge according to the scope and duration of the offense. Penalties may include: revocation of Contractor License(s); prohibition of any work on the property for a period of time; recovery of costs to the public for any required remediation of the site; additional Building Permit Review Fees; fees to recover administrative costs required by City staff to address the violation; and, other fees, fines, and penalties or assessments as assigned by the Municipal Court Judge.

No Certificate of Occupancy shall be issued until all fees have been paid in full. Violations of this policy are subject to fines.

Stop Work Order or Correction Notice – 1st Infraction	2 Times Permit Valuation Fee
Stop Work Order or Correction Notice – 2nd Infraction	4 Times Permit Valuation Fee
Stop Work Order or Correction Notice – 3rd Infraction (license subject to suspension or revocation)	8 Times Permit Valuation Fee

COMMUNITY PURPOSE DISCOUNT PROGRAMS

The Chief Building Official may from time to time implement lower fees to encourage certain types of building improvements as directed by the City Council or City Manager. Example programs may include energy efficiency improvements, accessibility improvements and the like. Special fees shall not exceed those otherwise required.

Notwithstanding the building permit fee schedule, City Council may authorize a reduction or waiver of building permit fees, engineering review fees, or construction mitigation fees as deemed appropriate. The Community Development Director shall waive building permit fees for General Fund Departments of the City of Aspen consistent with City policy.

The Community Development Director may reduce building permit review fees by no more than 50% for projects with a fee significantly disproportionate to the service requirements. The City may not waive or reduce fees collected on behalf of a separate government agency. The City may not reduce or waive a tax.

FEE WAIVERS FOR NON-PROFIT ORGANIZATIONS

Applications submitted for Building Permits by nonprofit organizations (as determined by their 501(c)3 status and those organizations that do not have a tax base) are eligible to have planning/building permit fees waived based on the following schedule:

Building Plan Check, Energy Code, Permit Fees, Engineering, Parks and Utilities Review Fees:

Project Valuation ≤ \$5,000	100% Fee Waiver
Project Valuation > \$5,000	50% Fee Waiver of Fees for Project Valuations between \$5,000 and \$250,000

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Fee waivers shall not exceed a combined value of \$15,000 for a single project per twelve consecutive month period. All other applicable utilities fees are not subject to this waiver, including but not limited to: investment charge, connection permit, tap fees, hook-up charges, service fees, and electric extension costs.

FEE WAIVERS FOR AFFORDABLE HOUSING PROJECTS

Applications submitted for new projects that are 100 percent affordable housing are eligible for a 100 percent fee waiver for Building, Engineering, Parks, Zoning, and Utility Plan Review fees; Construction Mitigation Plan Review; Aspen Energy Code Payment; Building Permit Fee; and GIS Fee; excluding fees levied by jurisdictions other than the City of Aspen. This fee waiver shall be limited to new projects, and does not apply to existing individual affordable housing units that may be seeking a remodel, expansion, etc.

Category of Work	% of Building Permit Fee Charged	Length of City Agreement
Minor interior upgrade (e.g., paint, carpet, light fixtures)	25%	5 years
Minor exterior upgrade (e.g., new windows, new paint/exterior materials)	25%	5 years
Major interior upgrade A (e.g., remodel units, including bathrooms)	50%	10 years
Major interior upgrade B (e.g., remodel common areas and any kitchen/food service facilities)	50%	10 years
Redevelopment or Major Expansion	75%	20 years

EXPIRED or CANCELLED PERMITS and REFUNDS

Plan Check fees are not refundable for expired or cancelled permits. Impact mitigation fees for un-built projects (construction not started) shall be refunded 100%. Building permit and impact fees for partially constructed projects are not refundable. Expired or cancelled permits are not renewable. Projects with expired or cancelled permits must reapply for building permits and pay all applicable fees. Projects with expired or cancelled permits that have previously paid impact fees need only pay (or be refunded) the difference in impact fees when applying for a new permit.

This Section of the Code sets forth engineering review fees for the City Engineering Department, and shall be applied to applications submitted on or after January 1, 2022:

Engineering Development Fees	
200 – 500 Square Feet	\$567.74
501 – 1000 Square Feet	\$1,703.21
1,001 – 15,000 Square Feet	\$1,703.21 + \$2.14 per sq. ft. over 1,000
Above 15,000 Square Feet	\$1,703.21 + \$2.14 per sq. ft. over 1,000 + \$0.103 over 15,000
Additional Planning Review Fee (per hr, min. ½ hr)	\$325.00/hr.
Construction Mitigation Fees	
400 – 15,000 Square Feet	\$1.07 per sq. ft.

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Above 15,000 Square Feet	\$1.07 per sq. ft. to 15,000 + \$0.03 per sq. ft. over 15,000
<i>Fifty percent of the construction mitigation fee will be collected at permit submission; the remaining fifty percent upon permit issuance. Fees are not triggered unless a Construction Mitigation Review is performed. Triggers for the Construction Mitigation Review are located in the Construction Mitigation Plan requirements.</i>	
Additional Review Fee	
Hourly fee to review changes, additions, or revisions to plans or land use review cases	\$325.00/hr.

This Section of the Code sets forth electrical permit fees for the City Community Development Department, and shall be applied to applications submitted on or after January 1, 2022:

RESIDENTIAL ELECTRICAL FEES	
<i>Fee is based on the enclosed living area only, includes construction of, or remodeling or addition to a single-family home, duplex, condominium, or townhouse. If not wiring any portion of the above listed structures, and are only changing or providing a service, see "Other Electrical Installation Fees" below.</i>	
Living area not more than 1,000 square feet	\$155.00
Living area 1,001 to 1,500 square feet	\$233.00
Living area 1,501 to 2,000 square feet	\$310.00
Living area over 2,000 square feet	\$310.00 + \$16.00 per 100 sqft over 2,000
Other Electrical Installation Fees	
<i>Including some residential installations that are not based on square footage (not in a living area, i.e., garage, shop, and photovoltaic, etc.). Fees in this section are calculated from the total cost to customer, including electrical materials, items and labor - whether provided by the contractor or the property owner. Use this chart for a service connection, a temporary meter, and all commercial installations.</i>	
Installation Permit on Projects Valuing Less than \$2,000	\$155.00
Installation Permit on Projects Valuing \$2,000 or More	\$155.00 + \$16.00 per thousand dollars (rounded up)
Re-Inspections	\$77.50
Extra Inspections	\$77.50
Photovoltaic Generation System (Valuation based on cost to customer of labor, materials, & items)	
Residential: Valuation not more than \$2,000	\$115.00
Residential: Valuation \$2,001 and above	\$115.00 plus \$11.50 per thousand or fraction thereof (max \$500)
Commercial: Valuation not more than \$2,000	\$115.00
Commercial: Valuation \$2,001 and above	\$115.00 plus \$11.50 per thousand or fraction thereof (max \$1,000)

This Section of the Code sets forth mechanical permit fees for the City Community Development Department, and shall be applied to applications submitted on or after January 1, 2022:

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MECHANICAL PERMIT FEES	
Mechanical Permit (per unit)	\$66.31
Supplemental Permit for which the original has not expired, been canceled or finalized (per unit)	\$26.53
UNIT FEE SCHEDULE	
Furnaces (installation or relocation)	
Forced-air or gravity-type furnace or burner, including attached ducts and vents; floor furnace, including vent; suspended heater; recessed wall heater or floor-mounted unit heater (per unit)	\$66.31
Appliance Vents (installation, relocation or replacement)	
Each appliance vent installed and not included in an appliance permit	\$33.16
Cooling Systems	
Each refrigeration unit, cooling unit, absorption unit or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$33.16
Boilers, Compressors and Absorption Systems (installation or relocation)	
Each boiler or compressor to and including 3 horsepower (10.6 kW) or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$66.31
Each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW) or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (293.1 kW)	\$132.63
Each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW) or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$176.83
Each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW) or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$265.25
Each boiler or compressor over 50 horsepower (176 kW) or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$331.56

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Air Handlers	
<i>Fee does not apply to units included with a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.</i>	
Each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4,719 L/s), including ducts attached thereto	\$33.16
Each air-handling unit over 10,000 cfm (4,719 L/s)	\$66.31
Evaporative Coolers	
Each evaporative cooler other than portable type	\$33.16
Ventilation and Exhaust	
Each ventilation fan connected to a single duct	\$26.53
Each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$33.16
Each hood which is served by the mechanical exhaust, including the ducts for such hood	\$33.16
Miscellaneous	
Each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table	\$33.16
Other Mechanical Inspections Fees	
Hourly inspection fee outside of normal business hrs (min. 2 hrs)	\$325.00
Re-inspection fees assessed under Section 305.8 (per inspection)	\$325.00
Hourly inspections fee for unspecified inspection type(min. 1 hr)	\$325.00
Hourly fee for additional plan review required by changes, additions or revisions to plans or plans for which an initial review has been completed	\$325.00

This Section of the Code sets forth plumbing permit fees for the City Community Development Department, and shall be applied to applications submitted on or after January 1, 2022:

PLUMBING PERMIT FEES	
Plumbing Permit (per issuance)	\$66.31
Each supplemental permit for which the original has not expired, been canceled or finalized	\$26.53

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UNIT FEE SCHEDULE	
Fixtures and Vents	
Each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	\$26.53
For repair or alteration of drainage or vent piping, each fixture	\$13.26
Sewers, Disposal Systems and Interceptors	
Each building sewer and each trailer park sewer	\$265.25
Each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as traps	\$66.31
Rainwater systems, per drain (inside buildings)	\$33.16
Water Piping and Water Heaters	
For installation, alteration or repair of water piping or water-treating equipment or both, each	\$26.53
For each water heater, including vent	\$33.16
Gas Piping Systems	
Each gas piping system of one to five outlets	\$13.26
Each additional outlet over five, each	\$6.63
Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices	
Each lawn sprinkler system on any one meter, including backflow protection devices thereof	\$26.53
For atmospheric-type vacuum breakers or backflow protection devices not included in Fixtures and Vents:	
1 to 5 devices	\$26.53
Over 5 devices, each	\$6.63
Each backflow-protection device other than atmospheric-type vacuum breakers:	
2 inches (50.88 mm) and smaller	\$33.16
Over 2 inches (50.8 mm)	\$53.05
Swimming Pools	
Each public pool	\$1,591.50
Each public spa	\$795.75
Each private pool	\$530.50
Each private spa	\$265.25
Miscellaneous	
Each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance categories or for which no other fee is listed in this code	\$33.16

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Other Plumbing Inspection Fees	
Hourly inspection fee outside of normal business hrs. (min. 2 hrs)	\$325.00
Re-inspection fees – inspections required after a failed inspection (per inspection)	\$325.00
Hourly inspections fee for unspecified inspection type (min. 1 hr)	\$325.00
Hourly fee for additional plan review required by changes, additions or revisions to plans or plans for which an initial review has been completed	\$325.00

This Section of the Code sets forth licensing fees for the City Community Development Department, and shall be applied to applications submitted on or after January 1, 2022:

General Contractor Licenses (3-year term)	
Unlimited	\$450.00
Commercial	\$450.00
Light Commercial	\$450.00
Homebuilder	\$450.00
Specialty Contractor Licenses (3-year terms)	
Alteration and Maintenance	\$142.00
Drywaller Fire Resistive Construction & Penetrations	\$142.00
Excavation	\$142.00
Insulation / Energy Efficiency	\$142.00
Mechanical Contractor	\$142.00
Radon Mitigation	\$142.00
Roofing	\$142.00
Solid Fuel and Gas Appliance	\$142.00
Temporary Contractor	\$142.00
Tent Installer	\$142.00
Concrete	\$142.00
Low Voltage	\$142.00
Masonry	\$142.00
Fire Alarm System Installer	\$142.00
Fire Sprinkler System Installer	\$142.00

(Ord. No. 63-2003, §7; Ord. No. 38-2004, §6; Ord. No. 49-2005, §8; Ord. No. 48, 2006, §12; Ord. No. 3-2011, §1; Ord. No. 29-2012; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

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That Section 2.12.130 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Car-to-Go Carshare Program, is hereby amended to read as follows:

Sec. 2.12.130. Car-To-Go Carshare Program fees

FEES	
Application	\$25.00
Monthly Membership	\$10.00
Hourly Usage	\$4 - \$6
Per Mile Usage	\$0.40 - \$0.60
Fixed daily Rate	\$70 - \$90
No Reservation Fee	\$50.00
Emergency Cleaning (per hour, plus cleaning costs)	\$50.00
Missing/Incorrect Trip Ticket/Reservation	\$30 - \$50
NSF Check	\$30 - \$50
Lost Key Fee	\$30 - \$50
Late Return Fee (per hour, plus applicable taxi fees)	\$30 - \$50
Low Fuel Fee (plus applicable taxi fees)	\$30 - \$50
CREDITS	
Inconvenience Credit (per hour, plus applicable taxi fees)	\$30 - \$50
Referral	\$25.00
Refuel / Wash	\$4 / \$6

(Ord. No. 29-2012; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.140 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Stormwater Department, is hereby amended to read as follows:

Sec. 2.12.140. Stormwater fees

Fee-in-Lieu of Detention Fee (per cubic foot of detention req.)	\$78.78
(a) The fee is based on 100 percent of the estimated cost of constructing a detention facility on-site. The City Engineer at his/her sole discretion may require a certified cost estimate for construction of detention meeting the standards contained in the Urban Runoff Management Plan (Manual) established in Sec 28.02.010 and may accept at his/her sole discretion this amount to be paid in-lieu-of detention.	
(b) Required detention storage shall be calculated at the rate of 6.20 cubic feet per 100 square feet of impervious area. The City Engineer at his/her sole discretion may require a certified storage volume estimate for construction of detention meeting the standards contained in the Urban Runoff Management Plan (Manual) established in Sec 28.02.010 and may accept at his/her sole discretion this amount to be used for detention volume storage requirements.	

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(Ord. No. 40-2008; Ord. No. 27-2009§11; Ord. No. 29-2010§11; Ord. No. 15-2011§2; Ord. No. 29-2012; Ord. No. 48-2013; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 2.12.150 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Community Broadband, is hereby amended to read as follows:

Sec. 2.12.150. Community Broadband

	Monthly Recurring Charge	Non-Recurring Charge
High-Speed Dedicated Internet Access (DIA)*		
100 Mbps/100 Mbps Upload/Download	\$350.00	\$250.00
200 Mbps/200 Mbps Upload/Download	\$500.00	\$250.00
500 Mbps/500 Mbps Upload/Download	\$750.00	\$250.00
1 Gbps/1 Gbps Upload/Download	\$1,500.00	\$250.00
*1. Assumes fiber pair available to location 2. Internet service includes 1 dynamic IP address 3. Higher bandwidth and different services may be available on a customized basis 4. Flexibility at discretion of Aspen City Manager		

(Ord. No 22-2021)

That Section 26.104.070 of the Municipal Code of the City of Aspen, Colorado, which section sets forth land use application fees, is hereby amended to read as follows:

Sec. 26.104.070. Land Use Application Fees

This Section of the code sets forth certain fees related to planning and historic preservation as follows, applicable to applications submitted on or after January 1, 2022:

Planning Review: Deposit and Billing Administration
<i>The Community Development Department staff shall keep an accurate record of the actual time required for the processing of each land use application and additional billings shall be made commensurate with the additional costs incurred by the City when the processing of an application by the Community Development Department takes more time than is covered by the deposit. In the event the processing of an application by the Community Development Department takes less time than provided for by the deposit, the Department shall refund the unused portion of the deposited fee.</i>
<i>The Community Development Director shall establish appropriate guidelines for the regular issuance of invoices and collection of amounts due.</i>

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The Community Development Director shall establish appropriate guidelines for the collection of past due invoices, as required, which may include any of the following: 1) assessment of additional late fees for accounts at least 90 days past due in an amount not to exceed 1.75% per month, 2) stopping application processing, 3) reviewing past-due accounts with City Council, 4) withholding the issuance of a Development Order, 5) withholding the recordation of development documents, 6) prohibiting the acceptance of building permits for the subject property, 7) ceasing building permit processing, 8) revoking an issued building permit, 9) implementing other penalties, assessments, fines, or actions as may be assigned by the Municipal Court Judge.

Flat fees for the processing of applications shall be cumulative. Applications for more than one land use review requiring an hourly deposit on planning time shall require submission of the larger deposit amount.

The Community Development Director shall bill applicants for any incidental costs of reviewing an application at direct costs, with no administrative or processing charge.

Land use review fee deposits may be reduced if, in the opinion of the Community Development Director, the project is expected to take significantly less time to process than the deposit indicates. A determination shall be made during the pre-application conference by the case planner. Hourly billing shall still apply.

Review fees for projects requiring conceptual or project review, final or detail review, and recordation of approval documents. Unless otherwise combined by the Director for simplicity of billing, all applications for conceptual/project, final/detail, and recordation of approval documents shall be handled as individual cases for the purposes of billing. Upon conceptual/project approval all billing shall be reconciled, and all past due invoices shall be paid prior to the Director accepting an application for final/detail review. Final/detail review shall require a new deposit at the rate in effect at the time of final application submission. Upon final/detail approval, all billing shall again be reconciled prior to the Director accepting an application for review of recordation documents.

Notwithstanding the planning review fee schedule, the Community Development Director shall waive planning review fees for General Fund Departments of the City of Aspen consistent with City policy.

Notwithstanding the planning review fee schedule, City Council may authorize a reduction or waiver of planning review fees as deemed appropriate.

Fee Waivers for Non-Profit Organizations

Applications submitted for Land Use/Historic Preservation reviews by nonprofit organizations, (as determined by their 501(c)3 status and those organizations that do not have a tax base) are eligible to have planning review fees waived based on the following schedule:

Total Fees < \$2,500	100% Waiver
Total Fees \$2,500 - \$10,000	50% Waiver

Fee waivers shall not exceed a combined value of \$6,250 for a single project per organization over a twelve consecutive month period. Notwithstanding the planning review fee schedule, City Council may authorize a reduction or waiver of planning review fees as deemed appropriate.

Fee Waivers for Affordable Housing Projects

Applications submitted for new projects that are 100 percent affordable housing are eligible for a 100 percent fee waiver of Planning Review fees.

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Free Services	
Pre-Application / Pre-Permit Meetings	Free
Call-in / Walk-in Development Questions	Free
GMQS – SF or Dx on Historic Landmark	Free
Historic Designation	Free
Historic Preservation – Exempt Development	Free
Historic Preservation – Minor Amendment, HPO Review	Free
Free Services (continued)	
Historic Preservation – Minor Amendment, Monitor Review	Free
Development Order Publication Fee	Free
First Residential Design Compliance Review	Free
<p><i>Applicant meetings with a Planner to discuss prospective planning applications or prospective building permit applications are a free service and staff time is not charged to the applicant. However, this service is limited to the time reasonably necessary for understanding a project's requirements, review procedures, City regulations, etc. An applicant shall be billed for any pre-application or pre-permit staff time significantly in excess of that which is reasonably necessary. Billing will be at the Planning hourly billing rate. The applicant will be notified prior to any billing for pre-application or pre-permit service.</i></p>	

Planning Review – Administrative, Flat Fees	
GMQS – Temporary Food Vending	\$81.00
Code Interpretation – Formal Issuance	\$81.00
Historic Preservation – Certification of No Negative Effect	\$81.00
Temporary Use – Admin.	\$163.00
GMQS – SF or Dx Replacement, Cash-in-Lieu	\$325.00
GMQS – SF or Dx Replacement, Admin.	\$325.00
GMQS – Change-in-Use for Historic Landmark	\$325.00
GMQS – Minor Enlargement for Historic Landmark	\$325.00
GMQS – Alley Store	\$325.00
GMQS – Exemption from MF Housing Replacement	\$325.00
Residential Design Compliance Review (after 1st free review)	\$163.00
Residential Design Variance, Admin.	\$325.00
GMQS – Minor Enlargement, Non-Historic	\$650.00

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Planning Review – Administrative, Hourly Fees	
<i>If review process takes less time than the number of hours listed below, refunds will be made to applicants for unused hours purchased within initial deposits.</i>	
Review of Administrative Subdivisions, Condominium Plats, or Amendments (Includes City Attorney and other referral departments' time at same hourly rate; City Engineer review time billed at rate specified below)	\$650.00 (2-hour deposit)
Recordation Documents Review - Subdivision plats, Subdivision exemption plats (except condominiums), PD plans, development agreements, subdivision agreements, PD agreements, or amendments to recorded documents (Includes City Attorney and other referral departments' time at same hourly rate; City Engineer review time billed at rate specified below)	\$975.00 (3-hour deposit)
Administrative wireless telecommunication review	\$975.00 (3-hour deposit)
Admin. Condominium or Special Review Admin. ESA or ESA Exemption Admin. Subdivision – Lot Line Adjustment Admin. PD Amendments Admin. Commercial Design Review Amendment	\$1,300.00 (4-hour deposit)
Additional Hours – If necessary (per hour)	\$325.00
Referral Agency Fees: Administrative, If Applicable	
Hourly Engineering Review Fee (billed with Planning Case)	\$325.00
Hourly Aspen / Pitkin County Housing Authority (billed with Planning Case)	\$325.00
City Parks Department, Flat Fee	\$650.00
City Environmental Health Department, Flat Fee	\$650.00
Planning Review: One-Step Hourly Fee	
Historic Preservation – Minor Development Historic Preservation – Major Development up to 1,000 sq. ft. Temporary Use, City Council Vested Rights Extension, City Council Appeals of Administrative or Board Decisions	\$1,300.00 (4-hour deposit)
Historic Preservation – Major Development over 1,000 sq. ft. Historic Preservation – Demolitions and Off-Site Relocations Historic Preservation – Substantial Amendment Board of Adjustment Variance Timeshare -- P&Z Review	\$1,950.00 (6-hour deposit)

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Planning Review: One-Step Hourly Fee (continued)	
Growth Management (includes AH certification), Conditional Use Special Review (includes ADU @ P&Z), Environmentally Sensitive Area Review, Residential Design Variance – P&Z Minor Subdivision – Lot Split, Historical Lot Split	\$3,250.00 (10-hour deposit)
PD Amendment – P&Z Only SPA Amendment, P&Z Only Commercial Design Review, Conceptual or Final Growth Management, Major P&Z or City Council Subdivision “Other” Review – City Council Only	\$4,450.00
Additional Hours – If necessary (per hour)	\$325.00
Referral Agency Fees: One-Step Review, If Applicable	
Hourly Engineering Review Fee (billed with Planning Case)	\$325.00
Hourly Aspen / Pitkin County Housing Authority (billed with Planning Case)	\$325.00
City Parks Department, Flat Fee	\$975.00
City Environmental Health Department, Flat Fee	\$975.00
Planning Review: Two-Step Hourly Fee	
Major Subdivision Review Land Use Code Amendment Rezoning or Initial Zoning (Annexations)	\$7,800.00 (24-hour deposit)
Additional Hours – If necessary (per hour)	\$325.00
Referral Agency Fees: Two-Step Review, If Applicable	
Hourly Engineering Review Fee	\$325.00
Hourly Aspen / Pitkin County Housing Authority (billed with Planning Case)	\$325.00
City Parks Department, Flat Fee	\$1,300.00
City Environmental Health Department, Flat Fee	\$1,300.00
Planning Review: PD Hourly Fee	
Planned Development or PD Substantial Amendment	\$10,400.00 (32-hour deposit)
Additional Hours – If necessary (per hour)	\$325.00
Referral Agency Fees: PD Reviews, If Applicable	
Hourly Engineering Review Fee (billed with Planning Case)	\$325.00
Hourly Aspen / Pitkin County Housing Authority (billed with Planning Case)	\$325.00
City Parks Department, Flat Fee	\$1,625.00
City Environmental Health Department, Flat Fee	\$1,625.00
Planning Review: Public Project Review or Joint Applicant	
<i>Applications for the City's Public Project process shall be assessed land use review fees and/or a portion of joint planning costs as determined appropriate by City Council. If no such determination is made, the application shall be billed as a PD.</i>	

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Planning Review: Other	
Hourly fee for any additional plan review for which no other specific fee has been established	\$325.00

(Ord. No. 57-2000, §9; Ord. No. 47-2002, §8; Ord. No. 63-2003, §4; Ord. No. 38-2004, §7; Ord. No. 49-2005, §9; Ord. No. 48, 2006, §13; Ord. 52-2007; Ord. No.4 - 2011, §2; Ord. No. 29-2012; Ord. No. 36-2014; Ord. No. 43-2015; Ord. No. 36-2016; Ord. No. 30-2017; Ord. No. 40-2018; Ord. No. 32-2019; Ord. No 20-2020; Ord. No 22-2021)

That Section 26.104.072 of the Municipal Code of the City of Aspen, Colorado, which section sets forth zoning review fees, is hereby amended to read as follows:

Sec. 26.104.072. Zoning Review fees

This Section of the code sets forth certain fees related to zoning as follows, applicable to applications submitted on or after January 1, 2022:

<i>Zoning review fees shall apply to all development requiring a building permit and all development not requiring a building permit, but which requires review by the Community Development Department. The fee covers the Zoning Officer's review of a permit, including any correspondence with the case planner, Historic Preservation Officer, the Department's Deputy Director or Director, or other City staff.</i>	
<i>A permit or a change order to a permit that requires a floor area, height, net leasable, or net livable measurement by the Zoning Officer shall be considered a Major permit. Official confirmation of existing conditions of a property that requires measurement of floor area, height, net leasable area, or net livable area of a structure, prior to demolition or for other purposes also shall be considered a Major permit. All other permits are considered minor permits.</i>	
<i>For the purposes of zoning fees, the square footage used to calculate the fee shall be the greater of the gross square footage affected by the permit or the gross square footage that must be measured to review the permit. All change orders to a permit require additional fees.</i>	
<i>For projects with multiple uses, the zoning review fee for each individual use shall be calculated based on the gross square footage of the use and added to determine the total project fee.</i>	
<i>Zoning review fees for major permits for properties within a Planned Development shall be 125% of the fee schedule.</i>	
<i>Zoning referral fees - for official zoning comments on a planning application - shall be according to the fees policy for planning review.</i>	
<i>Notwithstanding the zoning review fee schedule, the Community Development Director shall waive zoning review fees for General Fund Departments of the City of Aspen consistent with City policy.</i>	
<i>Notwithstanding the zoning review fee schedule, City Council may authorize a reduction or waiver of zoning review fees as deemed appropriate.</i>	
Fees Due at Permit Submittal	
Zoning Permit Fee of \$500 or More	50% of Zoning Permit Fee

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Special Services – Zoning Review	
Hourly Zoning Review Fee	\$325.00
Expedited Zoning Review Fee – services subject to authorization by Community Development Director and subject to department workload, staffing and effects on other projects	Double applicable zoning review fee
Change Order Fees: For changes not requiring a new measurement of floor area, height, net leasable, or net livable space	Minor Zoning Fee
Change Order Fees: For changes requiring a new measurement of floor area, height, net leasable, or net livable space	Major Zoning Fee
<i>Change orders for projects within a PD shall be assessed 125% of the fee schedule.</i>	
<i>Applicant meetings with the Zoning Officer to discuss prospective planning applications or prospective building permit applications are a free service and staff time is not charged to the applicant. However, this service is limited to the time reasonably necessary for understanding a project's requirements, review procedures, City regulations, etc. An applicant shall be billed for any pre-application or pre-permit staff time significantly in excess of that which is reasonably necessary. Billing will be at the Zoning hourly billing rate. The applicant will be notified prior to any billing for pre-application or pre-permit service.</i>	
Business License Approval – Zoning (other fees may be required by City Finance)	Free
Vacation Rental Permit – Zoning (other fees may be required by City Finance)	Free
Special Review or Inspection Hourly Fee – Zoning (when no fee is otherwise established, 1 hour minimum)	\$325.00
Certificate of Occupancy or Final Inspection Fee – Zoning	Included in Zoning Review Fee
Demolition Zoning Review Fees	
Minor Zoning Fee – does not require measurement or confirmation of existing conditions	
Up to 500 square feet	\$65.00
501 to 2,500 square feet	\$163.00
2,501 to 5,000 square feet	\$244.00
Over 5,000 square feet	\$325.00
Major Zoning Fee – requires measurement or confirmation of existing conditions	Major fee according to specified land use

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Exterior Repair Zoning Review Fees	
<i>Applies to residential, commercial, lodging, arts/cultural/civic, or institutional exterior repair work requiring a building permit or review by the Historic Preservation Officer. Based on wall area or roof area being repaired. (Excludes signs and awnings.)</i>	
Up to 500 square feet	\$33.00
501 to 2,500 square feet	\$65.00
2,501 to 5,000 square feet	\$163.00
Over 5,000 square feet	\$325.00
Residential Zoning Review Fees	
<i>Applies to single-family, duplex, accessory dwelling units, carriage houses, multi-family, and residential units in a mixed-use building.</i>	
Minor Zoning Fee - Existing Development, Minor Remodel, or Minor Change Order	
- Projects up to \$5,000 in total valuation	\$33.00
- Projects Over \$5,000 in total valuation:	
Up to 500 square feet	\$325.00
501 to 2,500 square feet	\$650.00
2,501 to 5,000 square feet	\$975.00
Over 5,000 square feet	\$1,300.00
Major Zoning Fee – New Development, Major Remodel, Demolition with Confirmation, Major Change Order	
Up to 500 square feet (minimum \$325.00)	\$1.30 / SF
501 to 2,500 square feet	\$1.40 / SF
2,501 to 5,000 square feet	\$1.55 / SF
Over 5,000 square feet	\$1.70 / SF
<i>Major residential permits within a PD shall be 125% of the above fee schedule.</i>	
Commercial Zoning Review Fees	
<i>Applies to commercial projects and commercial portions of a mixed-use project</i>	
Minor Zoning Fee - Existing Development, Minor Remodel, or Minor Change Order	
- Projects up to \$5,000 in total valuation	\$33.00
- Projects Over \$5,000 in total valuation:	
Up to 500 square feet	\$325.00
501 to 2,500 square feet	\$650.00
2,501 to 5,000 square feet	\$975.00
Over 5,000 square feet	\$1,300.00
Major Zoning Fee – New Development, Major Remodel, Demolition with Confirmation, Major Change Order	
Up to 500 square feet (minimum \$325.00)	\$1.30 / SF
501 to 2,500 square feet	\$1.40 / SF
2,501 to 5,000 square feet	\$1.55 / SF
Over 5,000 square feet	\$1.70 / SF
<i>Major commercial permits within a PD shall be 125% of the above fee schedule.</i>	

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Lodging Zoning Review Fees	
Minor Zoning Fee - Existing Development, Minor Remodel, or Minor Change Order	
- Projects up to \$5,000 in total valuation	\$33.00
- Projects Over \$5,000 in total valuation:	
Up to 500 square feet	\$325.00
501 to 2,500 square feet	\$650.00
2,501 to 5,000 square feet	\$975.00
Over 5,000 square feet	\$1,300.00
Major Zoning Fee – New Development, Major Remodel, Demolition with Confirmation, Major Change Order	
Up to 5,000 square feet (minimum \$325.00)	\$0.51 / SF
Over 5,000 square feet	\$0.62 / SF
<i>Major lodging permits within a PD shall be 125% of the above fee schedule.</i>	
Arts/Cultural/Civic/Institutional Zoning Review Fees	
Minor Zoning Fee - Existing Development, Minor Remodel, or Minor Change Order	
- Projects up to \$5,000 in total valuation	\$33.00
- Projects Over \$5,000 in total valuation:	
Up to 1,000 square feet	\$325.00
1,001 to 5,000 square feet	\$650.00
5,001 to 10,000 square feet	\$975.00
Over 10,000 square feet	\$1,300.00
Major Zoning Fee – New Development, Major Remodel, Demolition with Confirmation, Major Change Order	
Up to 5,000 square feet (minimum \$325.00)	\$0.51 / SF
Over 5,000 square feet	\$0.62 / SF
<i>Major Arts/Cultural/Civic/Institutional permits within a PD shall be 125% of the above fee schedule.</i>	
Signs/Awnings/Outdoor Merchandising – Zoning Review Fees	
Individual Sign Permit Fee (per sign)	\$65.00
Multiple Sign Permit Fee (per business, unlimited signs)	\$163.00
Sandwich Board Sign License (must be renewed annually)	Free
<i>Sandwich board locations must be approved by Zoning Officer.</i>	
Outdoor Merchandising on Public Property	
0 to 4 SF	Free
4 to 50 SF	\$65.00
More than 50 SF	\$163.00

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<i>Outdoor merchandise location must be approved by the Zoning Officer.</i>	
Awnings require a Building Permit	Refer to Building Permit Fee Schedule
Individual Banner Installation Fee	\$67.00
Double Banner Installation Fee	\$165.00
Light Pole Banner Installation Fee (per pole)	\$20.00
Fence– Zoning Review Fee	
Single Family and Duplex Residential	
All Other Uses	\$163.00
Wildlife Resistant Trash and Recycling Enclosures –	
Combined Zoning and Building Review Fee	
Single Family and Duplex Residential	\$65.00
All Other Uses	\$163.00
Enforcement Fees, Fines, and Penalties	
<i>No certificate of occupancy or temporary certificate of occupancy shall be issued until all fees have been paid in full. Failure to pay applicable fees is subject to fines, penalties, or assessments as assigned by the Municipal Court Judge.</i>	
Non-Permitted Work Fee	
<i>Work done without a zoning approval (when one is required), without a building permit (when one is required), or work done counter to an issued zoning approval is subject to this enforcement fee. Non-permitted work fee is per infraction and per project. Additional hourly fees may be applicable to account for staff time. No other action on the project may occur until non-permitted work issue has been rectified to the satisfaction of the Community Development Director. Any correction requiring a building permit or zoning application shall also be subject to the Correction Order Fees described below.</i>	
First Infraction (minimum of \$325)	Hourly fee for staff time in excess of one hour
Second Infraction (minimum of \$650)	Hourly fee for staff time in excess of one hour
Third Infraction (minimum of \$975)	Hourly fee for staff time in excess of one hour
Correction Order Fee	
<i>This fee shall apply to any work required to correct a zoning violation or to permit work that has been accomplished without a permit or not covered by an issued permit. Infractions are per project. For any correction requiring a planning review, the planning review fees shall be increased according to the below schedule.</i>	
First Infraction (minimum of \$500)	Two Times Zoning Review Fee
Second Infraction (minimum of \$500)	Four Times Zoning Review Fee
Third Infraction (minimum of \$500; subject to additional penalties by citation as assigned by the Municipal Judge)	Eight Times Zoning Review Fee
Municipal Court Enforcement - Zoning	
<i>Fees, fines, and penalties by citation for violations of the Land Use Code shall be established by the Municipal Court Judge according to the scope and duration of the offense. Zoning Enforcement Fee may include an assessment for administrative time required by the Zoning Officer to address the violation.</i>	

ORDINANCE NO. 22

Series of 2021

A public hearing on the ordinance shall be held on the 9th day of November, 2021, in the City Council Chambers, City Hall, Aspen, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law by the City Council of the City of Aspen on the 23rd day of November, 2021.

Torre, Mayor

ATTEST:

Nicole Henning, City Clerk

FINALLY adopted, passed and approved this 23rd day of November 2021.

Torre, Mayor

ATTEST:

Nicole Henning, City Clerk

MEMORANDUM

TO: Mayor and City Council

FROM: Pete Strecker, Finance Director

THRU: Sara Ott, City Manager

MEETING DATE: November 9, 2021

RE: Municipal Code Update – Clarification of Motor Vehicle Sales

REQUEST OF COUNCIL: Staff is requesting to update the definitions section within 23.04.010 to reflect a requested clarification around vehicle sales brought forth by the Colorado Department of Revenue.

PREVIOUS COUNCIL ACTION: The City periodically makes adjustments to its taxation regulations within the Municipal Code. These changes are typically driven by standardization efforts to remain consistent with other municipalities or State legislation changes, as appropriate. The last time changes were made to this section of the Code was in 2017.

BACKGROUND: The Colorado Department of Revenue, Division of Motor Vehicles is responsible for the software program utilized by Pitkin County Clerk and Recorder for the titling and registration associated with automobile sales / leases. As the City of Aspen relies upon the County Clerk and Recorder's Office, during its title and registration processes, to apply the City of Aspen's sales tax (as appropriate), there is an inherent overlap between these all parties.

Following the Supreme Court's 2018 decision in the *S. Dakota vs. Wayfair* case which changed the long-standing physical presence (nexus) rule for the application of sales tax, there has been increased scrutiny around the sale of goods and the application of local taxes. Layered on top of this ruling, the Colorado State Legislature enacted H.B. 19-1240 to further clarify the requirements to tax application for both sales and use taxes within the State.

DISCUSSION: The Department of Revenue has requested that the City insert clarity into its Municipal Code to denote that the sale of motor vehicles is determined to be completed at the time of registration, and therefore require that local tax rates at this point of registration shall apply. This language would be consistent with the use tax application rules specified in H.B. 19-1240 if the City were to apply a use tax to motor vehicle sales instead of its existing sales tax.

Proposed clarification language (underlined) to be inserted into the definitions section of the Municipal Code (Section 23.04.010) is as follows:

Purchase or sale.

(a) The acquisition for any consideration by any person of tangible personal property or taxable services that are purchased, leased, rented, sold, used, stored, distributed or consumed, but excludes a bonafide gift of property or services. For purposes of this Chapter, a vehicle sale shall be deemed to have occurred within the City if the vehicle is first registered to a resident or business address within the City after acquisition of the vehicle from a third-party. These terms include capital leases, installment and credit sales and property and services acquired by:

(1) Transfer, either conditionally or absolutely, of title or possession, or both, to tangible personal property.

(2) A lease, lease-purchase agreement, rental, or grant of a license, including royalty agreements; to use tangible personal property or taxable services. The use of coin-operated devices, except coin-operated telephones, which do not vend articles of tangible personal property, shall be considered short term rentals of tangible personal property.

(3) Performance of taxable services; or

(4) Barter or exchange for other property or services including coupons.

FINANCIAL/BUDGET IMPACTS: The proposed changes are not to initiate any additional revenue but are solely to add requested clarity for the City's application of sales tax to motor vehicle sales sought by the Colorado Department of Revenue.

RECOMMENDED ACTION: The Finance Department Staff recommends approval of the enclosed ordinance as presented.

PROPOSED MOTION: I move to approve Ord. 023 (Series 2021) to provide requested clarity to the definition of motor vehicle sales for purposes of the City's sales tax code, as indicated by the Colorado Dept. of Revenue.

CITY MANAGER COMMENTS: _____

ATTACHMENTS:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, AMENDING THE MUNICIPAL CODE OF THE CITY OF ASPEN TO DEFINITIONS UNDER TITLE 23, SECTION 4 OF THE MUNICIPAL CODE.

WHEREAS, H.B. 1007 enacted on June 6th, 1985 sets forth procedures for the collection of sales and use taxes by home rule cities and was consistent with Article XX of the Colorado Constitution which granted plenary power to home rule cities to levy and collect taxes within the city limits; and,

WHEREAS, the City Council for the City of Aspen, under its home rule authority, adopted its own tax collection policies and procedures, to be administered and overseen by the City Finance Director; and,

WHEREAS, the City Council periodically adopts amendments to its municipal code to reflect needed revisions or adjustments to best convey its taxation regulations to the business community,

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

That Section 2.04.010 of the Municipal Code of the City of Aspen, Colorado, which section sets forth definitions under the general provisions for taxation, is hereby amended to read as follows to include the new underlined clarification for defining motor vehicle sales:

Purchase or sale.

(a) The acquisition for any consideration by any person of tangible personal property or taxable services that are purchased, leased, rented, sold, used, stored, distributed or consumed, but excludes a bonafide gift of property or services. For purposes of this Chapter, a vehicle sale shall be deemed to have occurred within the City if the vehicle is first registered to a resident or business address within the City after acquisition of the vehicle from a third-party. These terms include capital leases, installment and credit sales and property and services acquired by:

(1) Transfer, either conditionally or absolutely, of title or possession, or both, to tangible personal property.

(2) A lease, lease-purchase agreement, rental, or grant of a license, including royalty agreements; to use tangible personal property or taxable services. The use of coin-operated devices, except coin-operated telephones, which do not vend articles of tangible personal property, shall be considered short term rentals of tangible personal property.

(3) Performance of taxable services; or

(4) Barter or exchange for other property or services including coupons.

ORDINANCE NO. 023

Series of 2021

A public hearing on the ordinance shall be held on the 9th day of November 2021, in the City Council Chambers, City Hall, Aspen, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law by the City Council of the City of Aspen on the 9th day of November 2021.

Torre, Mayor

ATTEST:

Nicole Henning, City Clerk

FINALLY adopted, passed and approved this 23rd day of November 2021.

Torre, Mayor

ATTEST:

Nicole Henning, City Clerk

MEMORANDUM

TO: City Council
FROM: Andrew Kramer, Budget Manager
THRU: Sara Ott, City Manager & Pete Strecker, Finance Director
MEETING DATE: November 9, 2021
RE: Adoption of the 2022 Budget Resolution No. 93 (Series 2021)

Request of Council: The combined net budget authority for the City's municipal funds for operational, debt service and capital outlay equals \$142,116,202 (excluding double-counted interfund transfers). The proposed spending plan reflects an increase of 1.0% from the 2021 original budget, yet also advances Council's affordable housing, childcare, climate, and transportation and mobility goals.

Also included is a request for net appropriations for three of the City's component unit funds as follows: Truscott Phase II Affordable Housing Fund of \$991,600 with estimated revenues of \$1,199,750; Aspen Country Inn Affordable Housing Fund of \$366,150 with estimated revenues of \$386,350; and Aspen Mini Storage Fund of \$634,000 and estimated revenues amounting to \$634,000.

Previous Actions: City Council and staff worked through the 2022 Proposed Budget during six work sessions held throughout October. These work sessions progressed through each of the 21 City funds and three component unit funds, provided key work plan and capital plan highlights, and proposed changes to municipal fees for the next year.

City of Aspen Budget: The proposed 2022 operating budget is primarily one of balance, reflective of the financial strength that lies within the City's ledger, but also of delivering, now or in the future, the public amenities and services the Community desires. The budget focuses on advancing Council goals around affordable housing (through the completion of Burlingame Phase 3 and furthering of the Lumberyard development); childcare (with planning and outreach for a new childcare facility at Burlingame); greenhouse gas reductions and transportation and mobility issues throughout the city. The City's capital budgets include more than \$32 million in funding for new affordable housing, as well as funding for electric and water upgrades, planning money for the future of the Amory and Old Powerhouse buildings, the triennial street resurfacing, numerous parks projects, and several traffic and mobility projects.

New supplemental funding in the 2022 spending plan equals \$3 million. These requests increased the operational budget by 3.7% and reflect the addition of eight new FTEs, additional one-time funding for health and human services grants, funding for arts grants, fee and rate studies, purchased power, and more.

Adjustments Since Initial Budget Proposal:

Incorporated into the final 2022 proposal are changes recently discussed with the Council at the November 1st work session and are summarized below:

- \$399,540 increase for the purchase of 60 golf carts; and an \$82,000 decrease in debt service
- \$300,000 increase to the General Fund and an \$84,000 decrease in the Wheeler Fund for arts grants
- \$166,270 increase for property tax collection fees
- \$150,000 increase for consulting, education, and outreach around the Entrance to Aspen
- \$83,500 increase in the City's share of the APCHA subsidy for the employee housing benefit

	2021 Orig. Budget	2022 Budget	\$ Change	% Change
Revenues	\$136,886,998	\$157,262,993	\$20,375,995	14.9%
Base Operating: On-Going	\$75,287,750	\$79,531,007	\$4,243,257	5.6%
Base Operating: One-Time	(\$1,049,620)	N/A	\$1,049,620	N/A
Supplementals	N/A	\$3,201,730	\$3,201,730	N/A
Total Operating	\$74,238,130	\$82,732,737	\$8,494,607	11.4%
Capital Outlay	\$59,426,280	\$53,108,255	(\$6,318,025)	(10.6%)
Debt Service	\$7,294,958	\$6,564,870	(\$730,088)	(10.0%)
Net Appropriations	\$140,959,368	\$142,405,862	\$1,446,494	1.0%
Transfers	\$27,054,440	\$26,096,840	(\$957,600)	(3.5%)
Total Appropriations	\$168,013,808	\$168,502,701	\$488,893	0.3%
Ending Fund Balance	\$129,640,748	\$179,116,202	\$49,475,454	38.2%

Component Unit Funds

Truscott Phase II Affordable Housing Fund is one of three component units of the City of Aspen. Annual revenues from this operation are such that collections should be sufficient to cover the annual operations and debt service payments in this fund. No major capital projects are anticipated in this fund in 2022.

The City is also the managing general partner for the ACI Affordable 1 LLLP. This Limited Liability Limited Partnership - which also has a limited partner (APCHA) and an investment limited partner (Boston Capital) - owns the Aspen Country Inn. For 2022, the annual authority reflects positive cash flow which will be used to maintain the required reserves and is expected to pay down the developer fee still owed to the City.

Finally, in 2020, the City purchased land and established a limited liability corporation to operate the existing mini storage facilities located on the premises. The land lease terms set the annual rent charged equal the net profit from the storage operation. These lease revenues are received back into the Housing Development Fund as the property owner and allow the fund a return on its investment.

Component Unit Funds

	Truscott Phase II Property	Aspen Country Inn Property	Aspen Mini Storage
Revenues	\$1,199,750	\$386,350	\$634,400
Base Funding	\$579,660	\$227,880	\$634,400
Supplemental Requests	\$0	\$0	\$0
Total Operating	\$579,660	\$227,880	\$634,400
Capital Outlay	\$15,000	\$0	\$0
Debt Service	\$396,940	\$138,270	\$0
Net Appropriations	\$991,600	\$366,150	\$634,400
Transfers	\$0	\$0	\$0
Total Appropriations	\$991,600	\$366,150	\$634,400
Ending Fund Balance	\$651,727	\$133,130	\$0

Recommendations: Staff recommends approval of the proposed resolution adopting the 2021 Budget.

City Manager Comments:

**RESOLUTION NO. 93
(SERIES OF 2021)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN,
COLORADO ADOPTING 1) THE 2022 MUNICIPAL BUDGET; AND 2) THE 2022
BUDGETS FOR TRUSCOTT PHASE II AFFORDABLE HOUSING FUND,
ASPEN COUNTY INN AFFORDABLE HOUSING FUND, AND ASPEN MINI STORAGE
WHICH ARE COMPONENT UNIT FUNDS OF THE CITY OF ASPEN, AND
AUTHORIZING APPROPRIATIONS PURSUANT THERE TO**

WHEREAS, the City Manager, designated by Charter to prepare the budget, has prepared and submitted to the Mayor and City Council the annual budget for the City of Aspen, Colorado for the fiscal year beginning January 1, 2022 and ending December 31, 2022; and

WHEREAS, in accordance with Section 9.8 of the Home Rule Charter, the Council shall adopt the budget by resolution on or before the final day established by law as December 15th for certification of the ensuing year's tax levy to the county; and

WHEREAS, Article 9 of the Aspen Home Rule Charter requires the adoption of an annual budget with the opportunity for the public to participate at a public hearing at least 15 days prior to the statutory deadline for certification of the ensuing year's tax levy to the county, it is the intent of the Council by adoption of this budget to follow the requirements of City Charter; and

WHEREAS, the budgets as submitted in Exhibits A & B sets forth the amounts to be appropriated for expenditure, and estimated revenues, for each accounting fund for the calendar year of 2022,

SECTION 1:

NOW THEREFORE, be it resolved by City Council, that the budget for the City of Aspen, Colorado for fiscal year 2022, attach hereto as Exhibit A and incorporated herein by this reference, is hereby adopted. All constituted appropriations amounting to \$168,502,701, and estimated revenues amounting to \$157,262,993, are hereby declared to be sufficient and necessary to pay the expenses and certain indebtedness, and provide for a reasonable fund balance at the close of the fiscal year beginning January 1, 2022 and ending December 31, 2022, as required pursuant to 29-1-103 (2), C.R.S.

SECTION 2:

NOW THEREFORE, be it resolved by City Council, that the budget for the City of Aspen, Colorado, Truscott Phase II Affordable Housing Fund for fiscal year 2022 is hereby adopted with appropriations amounting to \$991,600, and estimated revenues amounting to \$1,199,750. Aspen Country Inn Affordable Housing Fund for fiscal year 2022 is hereby adopted with appropriations amounting to \$366,150, and estimated revenues amounting to \$386,350. Aspen Mini Storage Fund for fiscal year 2022 is hereby adopted with appropriations amounting to \$634,000, and estimated revenues amounting to \$634,000. That all are hereby declared to be

sufficient and necessary to pay the expenses and certain indebtedness, and provide for a reasonable fund balance at the close of the fiscal year beginning January 1, 2022 and ending December 31, 2022, as required pursuant to 29-1-103 (2), C.R.S.

Adopted this 9th, day of November 2021

Torre, Mayor

I, Nicole Henning, duly appointed and acting City Clerk of the City of Aspen, Colorado, do hereby certify that the foregoing is a true and accurate copy of the Resolution adopted by the City Council at its meeting held on the 9th day of November 2021.

Nicole Henning, City Clerk

Exhibit A: City of Aspen 2022 Appropriation by Fund

Fund Name	Opening Balance	Revenues	Expenditures	GAAP Adjustment	Ending Balance
001 - General Fund	\$25,976,750	\$40,579,371	\$40,811,724	(\$313,389)	\$25,431,008
100 - Parks and Open Space Fund	\$9,688,216	\$15,805,550	\$14,835,390		\$10,658,376
120 - Wheeler Opera House Fund	\$36,175,528	\$5,442,490	\$5,915,930	\$561,476	\$36,263,564
130 - Tourism Promotion Fund	\$0	\$3,083,500	\$3,083,500		\$0
131 - Public Education Fund	\$0	\$3,439,700	\$3,439,700		\$0
132 - REMP Fund	\$2,831,912	\$828,000	\$1,370,900		\$2,289,012
141 - Transportation Fund	\$15,471,046	\$5,541,500	\$4,228,790		\$16,783,756
150 - Housing Development Fund	\$37,142,405	\$25,174,880	\$33,292,260		\$29,025,025
152 - Kids First Fund	\$5,734,507	\$2,654,760	\$2,538,760		\$5,850,507
160 - Stormwater Fund	\$2,193,404	\$1,629,523	\$964,500		\$2,858,427
250 - Debt Service Fund	\$360,853	\$6,147,025	\$6,143,025		\$364,853
000 - Asset Management Plan Fund	\$28,221,796	\$4,107,264	\$6,471,745		\$25,857,316
421 - Water Utility Fund	\$7,065,382	\$11,110,500	\$12,537,233	(\$248,087)	\$5,390,562
431 - Electric Utility Fund	\$4,701,112	\$10,943,900	\$12,313,295		\$3,331,717
451 - Parking Fund	\$2,577,862	\$4,146,270	\$5,077,870		\$1,646,262
471 - Golf Course Fund	\$1,305,926	\$2,553,700	\$2,879,220		\$980,406
491 - Truscott I Housing Fund	\$637,853	\$1,456,210	\$1,243,320		\$850,743
492 - Marolt Housing Fund	\$802,604	\$1,302,000	\$1,458,180		\$646,424
501 - Employee Benefits Fund	\$3,635,615	\$6,060,200	\$6,170,800		\$3,525,015
505 - Employee Housing Fund	\$5,537,921	\$2,943,850	\$1,546,640		\$6,935,131
510 - Information Technology Fund	\$295,219	\$2,312,800	\$2,179,920		\$428,099
Total Gross Appropriations	\$190,355,910	\$157,262,993	\$168,502,701	\$0	\$179,116,202
Transfers		(\$26,096,840)	(\$26,096,840)		
Total Net Appropriations		\$131,166,154	\$142,405,862		

Exhibit B – Component Unit Funds

Fund Name	Opening Balance	Revenue Budget	Expenditure Budget	Ending Balance
Truscott Phase II Affordable Housing Fund	\$443,577	\$1,199,750	\$991,600	\$651,727
ACI Affordable Housing Fund	\$112,930	\$386,350	\$366,150	\$133,130
Aspen Mini Storage	\$0	\$634,000	\$634,000	\$0
Total	\$556,507	\$2,220,100	\$1,991,750	\$784,857



MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Ben Anderson, Principal Long-Range Planner

THROUGH: Phillip Supino, Community Development Director

MEMO DATE: November 3, 2021

MEETING DATE: November 9, 2021

RE: Resolution No. 106, Series of 2021 – Policy Resolution
Proposed Land Use Code Changes
Calculation of Single-Family and Duplex Residential
Affordable Housing Mitigation

REQUEST OF COUNCIL:

At a Work Session on July 12, 2021, Council unanimously directed staff to develop amendments to the Land Use Code (LUC) that would have the effect of increasing required affordable housing mitigation for single-family and duplex residential development. Specifically, the changes would eliminate the credit for existing floor area and use a gross, rather than net Floor Area calculation when assessing affordable housing mitigation requirements on these types of development (and redevelopment).

Resolution No. 106, Series of 2021 is a Policy Resolution that if approved, would begin the formal amendment process to the LUC. First and Second Readings of an Ordinance approving these amendments would come before Council on November 23rd and December 14th.

Staff recommends Council approve Policy Resolution No. 106, Series of 2021.

SUMMARY AND BACKGROUND: As part of an ongoing effort to better coordinate the Land Use Code in support of Council's Affordable Housing Goals and in relationship to discussions with Council about the effectiveness of Aspen's Growth Management Quota System in responding to the current development context, staff has continued to study and analyze a range of related topics. Staff has held several Work Sessions with Council over the last 18 months toward better understanding the issues and in thinking about possible improvements. As part of this work, Council passed a series of targeted code amendments in May of 2021 – including an update to the Affordable Housing Mitigation Fee-In-Lieu

The relationship of Growth Management to Affordable Housing Mitigation has long been a part of Aspen's system of housing the employees generated by different development types. The specific mechanisms within the LUC that have defined this relationship over

time have been changed and adjusted numerous times to respond to shifting dynamics in Aspen's development context. It has become apparent through analysis of our Growth Management Allotment system and issued building permits, that residential development and redevelopment is now the dominant contributor to both the real impacts and perceived pressures that growth creates.

Overtime, technical changes to the LUC have had the effect of reducing the mitigation requirements for single-family and residential development and redevelopment in a way that has not been applied to commercial, lodge and multi-family residential. In the current context, while the construction and other employee generation impacts of single-family and duplex residences has intensified, the mitigation requirements have not kept pace.

The current mitigation requirements for single-family and duplex development are based on a 2015 study by research consultants, RRC. While staff remains confident in the fundamentals of this study – the application and intersection of the findings of this study with other calculation methodologies (particularly Floor Area) has had the effect of significantly reducing required mitigation.

The proposed code changes considered by this Policy Resolution would do two things in response:

1. Remove the credit for existing Floor Area from the calculation of Affordable Housing Mitigation in redevelopment scenarios when demolition occurs.
2. Use a gross Floor Area calculation, rather than a net calculation, in determining mitigation requirements. The gross Floor Area calculation would include all sub-grade areas, garages, and circulation features for the purposes of AH mitigation only. This new methodology would not affect the calculation of allowable floor area in meeting Zone District dimensional requirements, and residential development rights would be unchanged.

STAFF DISCUSSION:

Single-Family and Duplex Development Affordable Housing Mitigation

Two different AH mitigation calculations apply when the Land Use Code refers to Residential Development. First, and not part of these proposed amendments applies when a subdivision with multiple lots is created, a change of use takes place, or a new multi-family project is developed. These types of projects require the assignment of Growth Management Allotments and require that 30% of the project's Floor Area (and 60 or 70% of the project's units) be some balance of deed restricted affordable housing. This requirement could also be called inclusionary zoning in the broader planning world's terminology. These projects require a Planning and Zoning review in the final determination of the mitigation requirements.

The second calculation is typically assessed during the building permit review process. Today, this calculation is much more common than the scenario described above. These projects take place on existing residential lots – either as new construction or the redevelopment of an existing home or homes. Different from the above scenario, the mitigation here has been understood as a much more direct impact fee, rather than a form of inclusionary zoning – calculating employee generation on a per square foot basis. No development Growth Management Allotments are required. When a new home is built or square footage is added to an existing home, a 2015 Employee Generation Study established the following mitigation requirements:

- .16 FTE per 1,000 square feet of Floor Area up to 4,500 sf.**
- .36 FTE per 1,000 square feet of Floor Area over > 4,500 sf.**

Per the study, these figures were derived from an estimate of the full-time employees generated during the construction and life span of the property. For example, a new home, on a previously vacant lot, with a Floor Area of 5,500 square feet as measured per the LUC would have the following mitigation requirements:

$$\begin{aligned}4,500 / 1000 &= 4.5 \times .16 = .72 \text{ FTE} \\1000 / 1000 &= 1 \times .36 = .36 \text{ FTE} \\\hline.72 + .36 &= 1.08 \text{ FTE}\end{aligned}$$

Existing Floor Area Credit

In redevelopment scenarios, the current code allows for the Floor Area of the existing home to be credited against the Floor Area for the new home. Additionally, in situations where a significant remodel that triggers demolition is contemplated, only new, additional floor area is calculated. In both cases, the exemption of the existing floor area is credited, regardless of whether mitigation was ever assessed on the property and regardless of whether the existing Floor Area is renovated or scrapped and replaced.

AH mitigation for new residential development became a requirement in the mid-1980s. Depending on the circumstance and the code requirements in effect at the time of the project, on-site units, off-site units, fee-in-lieu, and accessory dwelling units have all been used in meeting mitigation requirements. Because of the change in code requirements over time and the variability of development history on residential properties, simply providing the credit was previously argued as a fair and straightforward response to this issue.

The credit for existing residential floor area, like the previously eliminated credits for existing commercial and lodge development, seems to have its origins in thinking about growth management that came to define the system – that new development is what drives growth. Long-standing, existing development should be exempt, and a new development that mitigates – has provided mitigation forever. Today – it is redevelopment of properties that is driving the growth that the community is experiencing. The whole concept of a credit is undermined by the real impacts to employee generation that redevelopment scenarios are creating.

Since 2015, **approximately 325,000 square feet of existing floor area has been credited in redevelopment and major renovation scenarios¹**. If not credited, the square footage would conservatively translate into 52 FTEs (or approximately \$19.5M of mitigation value based on Cat. 2 FIL). It is also important to note that a similar credit for existing Floor Area for commercial redevelopment was eliminated from the LUC in a 2017 Amendment and the credit for existing Lodge units was recently eliminated by Ordinance No. 13, Series of 2021.

Sub-Grade (Basement) and other Exemptions from gross Floor Area

Under current code Sub-Grade areas (and other areas, like garages and circulation elements) are effectively exempt from the contribution to both Allowable Floor Area and Affordable Housing Mitigation. In essence, a calculation is made based on the percentage of exposed wall area and applied to the gross floor area. As a consequence, unless a project purposely exposes a large percentage of the basement to the surface for light wells or other features, or the property is on a slope that naturally exposes the basement, the vast majority of the gross floor area of basements is exempt.

In the 2015 Employee Generation Study, sub-grade and other exempt areas were discussed as having impacts – but it was determined these areas should remain exempt in consistency with the calculations for Allowable Floor Area in limiting the mass and scale of a house.

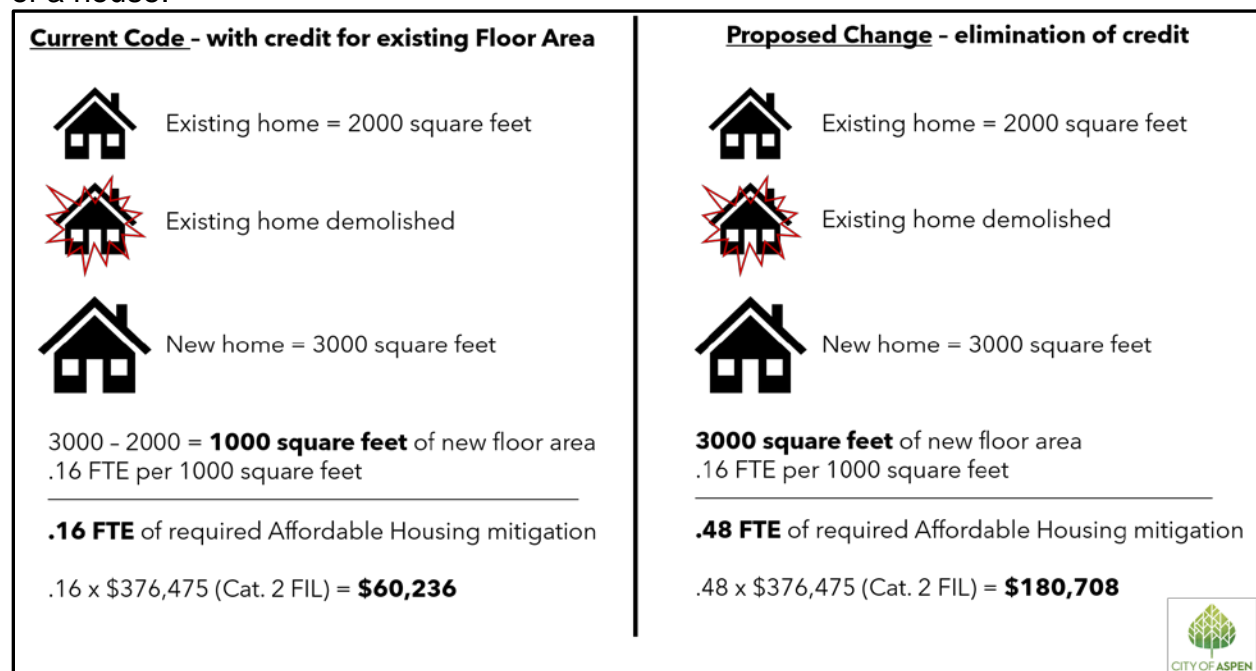


Figure 1: Comparison of a redevelopment project's mitigation requirements – with and without the credit for existing floor area. The existing credit reduced the required mitigation by .32 FTE.

¹ Calculated though analysis of a spreadsheet that documents impact fees used in zoning review of issued building permits

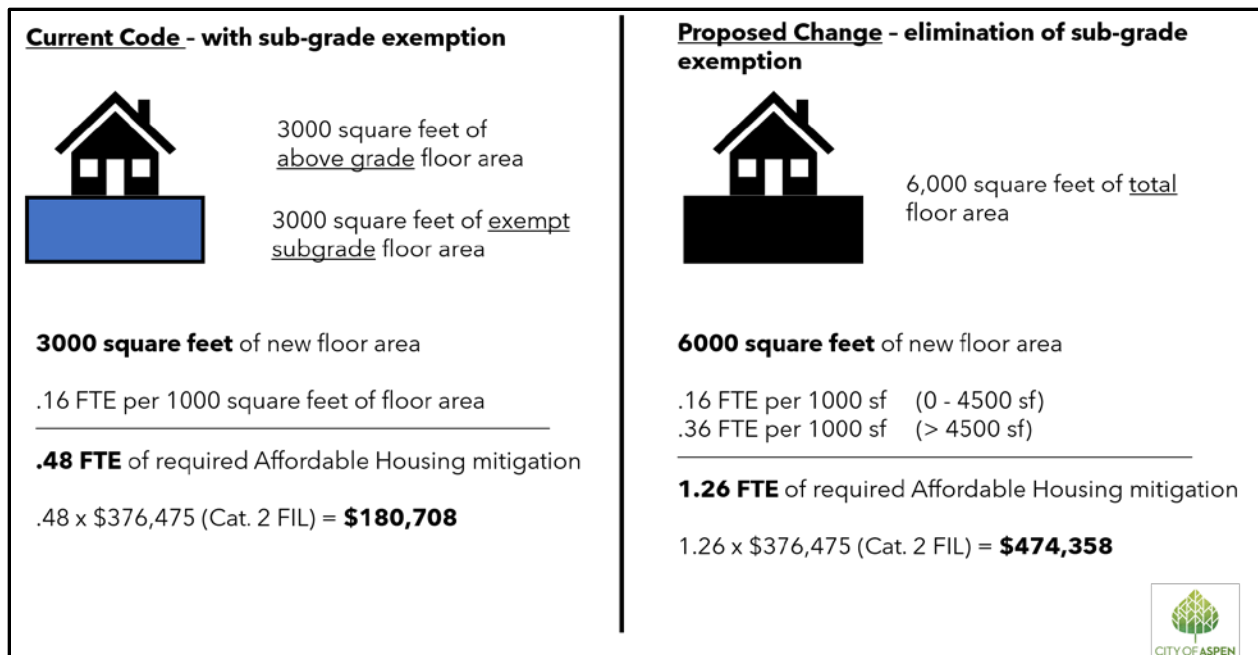


Figure 2: Comparison showing the impacts to AH mitigation created by the Sub-Grade Exemption. In this example, the exemption reduces the mitigation requirements by .78 FTE.

Staff does not have a calculation to summarize the total amount of sub-grade area that has been exempted from mitigation over time, but the combination of real estate values on a square foot basis and the exemption of basements from Allowable Floor Area calculations has given significant incentive to maximize the size of these spaces. At this

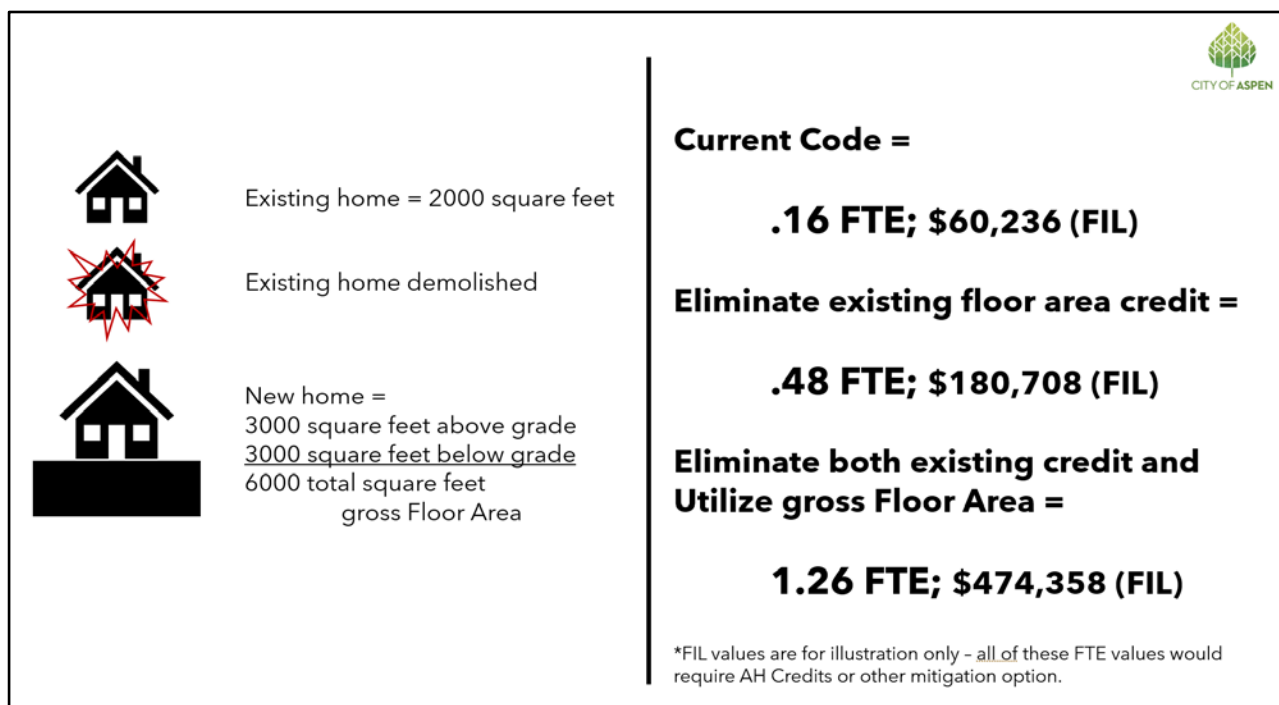


Figure 3: The effect of eliminating both the credit for existing Floor Area and sub-grade exemption.

time, staff is proposing to include this area in AH mitigation requirements but is not proposing to limit these areas in relationship to calculation for Allowable Floor Area.

Analysis

Staff recognizes the scale of impact that these two changes would have on the current mitigation requirements for single-family and duplex development and re-development. In evaluating these potential impacts, staff analyzed six recent redevelopment projects (See Table 1 on page 7). Of the six, only one (Project 3) is an outlier due to the size of the sub-grade area and the fact that it is technically two, detached dwellings. The others are representative of typical, single-family projects.

What would these changes accomplish?

Staff believes the changes pursued by these amendments would be an effective response to Council and community concerns about affordable housing requirements for residential development and may generate the following outcomes:

1. A more fully responsive mechanism to mitigate for the development activity that is most shaping Aspen's current "growth" context. This includes the continuing trend of increased demand and valuation of single-family and duplex homes, the scale and pace of scrape and replace redevelopment, and the growing role of Short-Term Rentals across our residential zone districts.
2. Assess a mitigation requirement for development that is clearly generating new demand for employees.
3. Create a more equitable mitigation requirement across different types of development – Commercial, Lodge, Residential.
4. Create additional demand within the Affordable Housing Credits program by increasing mitigation requirements which may be met through the purchase of credits from the market. This may result in the development of more AH units by the private sector.

Table 1: Examples of recent, actual single-family development projects depicting the mitigation requirements under current code and the impacts of eliminating the credit for existing floor area and subgrade exemption.

	<u>EXISTING FLOOR AREA</u> (SF)	NEW FLOOR AREA (SF)	TOTAL GROSS (SF)	BASEMENT GROSS (SF)	BASEMENT FLOOR AREA (SF)	MITIGATION CURRENT CODE (FTE AND FIL)	MITIGATION W/O CREDIT FOR EXISTING FA (FTE AND FIL)	MITIGATION WITH GROSS FA (FTE AND FIL)	MITIGATION W/O CREDIT FOR BOTH EXISTING AND GROSS FA (FTE AND FIL)	Δ DIFFERENCE BETWEEN CURRENT CODE AND REMOVING BOTH
PROJECT 1	3,072	5,314	8,797	2,563	12	.52 \$196K	.85 \$320K	1.77 \$666K	2.26 \$851K	+1.74 \$655K
PROJECT 2	4,026	3,237	4,770	1,596	62	0 \$0	.52 \$196K	.21 \$79K	.73 \$275K	+1.73 \$275K
PROJECT 3	0	6,240	17,277	9,846	396	1.62 \$610K	1.62 \$610K	5.04 \$1.9M	5.04 \$1.9M	+3.42 \$1.3M
PROJECT 4	4,300	4,345	5,697	1,905	553	.01 \$4K	.70 \$263K	.46 \$173K	.91 \$343K	+1.9 \$339K
PROJECT 5	2,232	4,330	7,526	2,981	164	.34 \$128K	.70 \$263K	1.45 \$545K	1.8 \$678K	+1.1 \$550K
PROJECT 6	2,969	4,255	9,998	4,954	222	.21 \$79K	.68 \$256K	2.23 \$840K	2.7 \$1M	+2.49 \$921K

Notes: 1) Projects are actual, single-family residential, scrape and replace projects, with building permits issued between 2015 and 2020.
2) The current Fee-in-Lieu (FIL) value for Category 2 was used in calculating a benchmark for the value of the required mitigation.
3) On these six projects alone, total employee generation would be increased by 10.38 FTE.

The table shows that each project is different in how these changes would impact the eventual mitigation requirement. Some project financial proformas would be impacted more significantly than others based on the size of the new home's subgrade area or the size of the existing home (and credit for Floor Area) in relationship to the size of the new home.


<u>New Commercial Development</u>	<u>SF Residential Scrape and Replace</u>
<u>6000 square feet of Net Leasable</u>	<u>6000 square feet of Floor Area</u>
6000/1000 = 6 x 4.7 FTEs =	4,500/1000 = 4.5 x .16 = .72
28.2 x .65 (mitigation rate) =	1,500/1000 = 1.5 x .36 = .54
	.72 + .54 =
	With proposed code amendments
18.33 FTEs	1.26 FTEs
Required AH Mitigation Roughly \$5.5M FIL	Required AH Mitigation Roughly \$475K FIL
	 CITY OF ASPEN

Figure 4. In spite of the significant increase that these changes would make to residential mitigation, the mitigation per square foot would remain well below that of mitigation required for a similarly sized commercial area.

Public Outreach

Typically, when ComDev is proposing an amendment to the LUC, we have a public outreach plan in place to gather input and comment in shaping the amendment. On this set of topics however, staff does not believe that traditional public outreach will move the needle in support of these proposals. In staff's view, removing these long-standing reductions in the required mitigation for residential projects will be unpopular within the development community – and particularly for those that are contemplating redevelopment projects. On the other hand, like many other requirements of the of the LUC that translate into the development of affordable housing – those that may benefit from an additional housing unit being built or those that may generally support additional affordable housing may not be fully engaged in technical aspects of the LUC. Additionally, the context surrounding COVID has made comprehensive outreach efforts challenging.

Staff has posted the process for these potential amendments in two recent editions of the Community Development Newsletter and will continue to do so through Second Reading. Additionally, staff, should Council adopt Resolution No. 106, will conduct direct outreach to members of the development and design community explaining the proposed changes ahead of Second Reading. Any feedback received from this outreach will be summarized for Council consideration.

The public will also have an opportunity to provide comment with Planning and Zoning Commission as that body considers in a public hearing whether to provide formal recommendation in support of the proposed amendments.

In thinking about these proposed changes and the nature of public outreach, it should be noted that all required residential mitigation can be deferred if the owner is a full-time, locally working resident under APCHA Guidelines.

2015 Aspen Residential Employment Generation Study

Employment generation studies are essential to the foundation of Aspen's GMQS system in that they establish the measurable impacts of development. These studies set the clear nexus between a square foot of construction and the demand for employees that are being created by the new development.

The RRC (consultant) study is built on the assumption that it is measuring the new impacts of residential development for two specific activities – construction and future maintenance and operations. The current report is applicable to new development on an established vacant lot and redevelopment scenarios. The report also briefly references the inclusion of sub-grade area. On both topics, the report (Credit and Exemption) is responding to these reductions in mitigation as established elements in Aspen's LUC – rather than factors that are driving the impacts of employee generation. RRC has provided recent (October 2021) evaluation of the 2015 employee generation study as it relates to these specific code changes and per that evaluation, staff does not believe that the proposed amendments would in any way undermine the basis of the study

Staff raises this topic because of the importance of our mitigation requirements matching the generation studies behind them. If Council were to implement the elimination of the existing floor area credit and utilize gross Floor Area, staff recommends an update to the generation study in 2022 to reflect the new stipulations in the LUC and more fully understand the impact of redevelopment scenarios. This study could additionally be expanded to incorporate analysis of short-term rentals and their relationship to residential uses and redevelopment in evaluating employee generation impacts.

CONCLUSION AND NEXT STEPS:

The proposed Amendments under consideration in this Policy Resolution would, in staff's view, be a positive step in further recognizing the impacts of single-family and duplex development and redevelopment on employee generation and the demand for affordable housing. While impactful, the code amendments necessary to achieve this change are minimal in scope and complexity and do not alter underlying development rights.

If Council approves Resolution No. 106, the following dates have been identified for the next steps in the review of these amendments:

November 16th – Review with P&Z for a recommendation

November 23rd – First Reading of Ordinance with Council

December 14th – Second Reading of Ordinance with Council

FINANCIAL IMPACTS:

ENVIRONMENTAL IMPACTS:

ALTERNATIVES: Maintain status quo and not pursue proposed amendments – or consider other alternatives per Council direction.

RECOMMENDATIONS: Staff recommends Council approve Policy Resolution No. 106, Series of 2021.

CITY MANAGER COMMENTS:

EXHIBITS: None

**RESOLUTION NO. 106
SERIES OF 2021**

**A RESOLUTION OF THE CITY OF ASPEN CITY COUNCIL ADOPTING
POLICIES AUTHORIZING AMENDMENTS TO THE LAND USE CODE IN
SUPPORT OF CITY COUNCIL'S AFFORDABLE HOUSING GOALS**

WHEREAS, pursuant to Section 26.310.020(A), a Policy Resolution is required to initiate the process of amending the City of Aspen Land Use Code; and,

WHEREAS, pursuant to Section 26.310.020(A), during a work session on July 12, 2021, the Community Development Department received direction from City Council to draft targeted amendments to the Land Use Code related to growth management affordable housing mitigation requirements for single family and duplex development; and,

WHEREAS, the Community Development Director recommends Council consider potential changes to the General Provisions (26.104), Growth Management Quota System (26.470), and Miscellaneous Supplemental Regulations (26.575) chapters, and other sections of the Land Use Code as necessary for coordination; and,

WHEREAS, City Council has reviewed the proposed code amendment policy direction, and finds it meets the criteria outlined in Section 26.310.040; and,

WHEREAS, amending the Land Use Code as described below will ensure the ongoing effectiveness and viability of the regulations within the City of Aspen Land Use Code to achieve City Council's policy and regulatory goals related to affordable housing; and,

WHEREAS, the regulations and standards in the Land Use Code provide important tools in the development of affordable housing within the City of Aspen; and,

WHEREAS, Aspen's affordable housing system is essential in the maintenance of a sustainable community; and,

WHEREAS, the proposed Land Use Code amendments related to affordable housing will advance specific policy statements in the Aspen Area Community Plan (AACP); and,

WHEREAS, pursuant to Section 26.310.020(B)(2), during a duly noticed public hearing on November 9, 2021 the City Council approved Resolution 0101-2020, by a X-to-X vote, requesting code amendments to the Land Use Code; and,

WHEREAS, pursuant to Section 26.310.020(B)(1), the Community Development Department, following approval of this Policy Resolution will conduct Public Outreach with the public, property owners, and members of the development community; will

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Land Use Code / Affordable Housing
Code Amendments Policy Resolution
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receive recommendation from the Planning and Zoning Commission in a public hearing; and will propose an Ordinance to be considered at First and Second Reading; and,

WHEREAS, this Resolution does not amend the Land Use Code, but provides direction to staff for amending the Land Use Code; and,

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

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

Section 1: Overall Code Amendment Objectives

The objectives of these code amendments are to:

1. Align City Council's affordable housing goals more closely with policies and regulations in the Land Use Code.
2. Build upon the established successes of Aspen's affordable housing efforts.
3. More directly recognize the employee generation impact of single family and duplex residential development.
4. Improve policies to further encourage both public and private sector development of affordable housing.
5. Maintain existing and increase the free-market and deed-restricted housing units available to the Aspen community.

Section 2: Topics for Potential Code Amendments

1. Affordable Housing Mitigation Requirements for Single Family and Duplex residential development:
 - a. eliminates the credit for existing floor area in redevelopment scenarios
 - b. calculates mitigation requirements utilizing gross floor area – this would now include sub-grade areas, garages, and circulation elements.

Section 3: Other Amendments as Necessary

Other amendments may be required to ensure coordination between the sections identified above and other sections in the LUC which may not have been anticipated.

Section 4:

This resolution 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 resolutions or ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior resolutions or ordinances.

Section 5:

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.

FINALLY, adopted this 9th day of November 2021.

Torre, Mayor

ATTEST:

APPROVED AS TO FORM:

Nicole Henning, City Clerk

James R True, City Attorney