

AGENDA

CITY COUNCIL REGULAR MEETING

September 14, 2021

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



WEBEX

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I. CALL TO ORDER

II. ROLL CALL

III. SCHEDULED PUBLIC APPEARANCES

IV. CITIZENS COMMENTS & PETITIONS

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

V. SPECIAL ORDERS OF THE DAY

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

VI. CONSENT CALENDAR

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

VIA. Resolution #083, Series of 2021 - IT Core Switch Replacement Contract

VIB. Draft Minutes of August 24th, 2021

VII. NOTICE OF CALL-UP

VIII. FIRST READING OF ORDINANCES

IX. PUBLIC HEARINGS

- IXA. Resolution #068, Series of 2021 - 637 E Hyman Street, Aspen Art Museum
Temporary Use Permit

X. ACTION ITEMS

XI. EXECUTIVE SESSION

Pursuant to C.R.S. Section 24-6-402 (4)(b) Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions.

The specific items of discussion involve the following:

Receipt of legal advice from the City Attorney and the City's independent water counsel regarding the status of City water rights, pending and anticipated future water court proceedings, with consideration of climate change and Colorado River administration impact. Pending cases subject to discussion include Case Nos. 19CW3061 (Starview), 19CW3159 (Aurora), 20CW3139 (Upper Midnight), 20CW3188 (WarDen), 21CW2049 (COA), 21CW3050 (COA), and 21CW3082 (153 LLC). Specific subjects of future water court proceedings include the relocation of City storage rights on Castle and Maroon Creek pursuant to stipulation in Case Nos. 16CW3128 and 16CW3129, and other potential actions that cannot be disclosed without compromising the City's rights or the rights of potential partners in such litigation.

XII. ADJOURNMENT



MEMORANDUM

TO: Mayor Torre and City Council
FROM: Paul Schultz, IT Director
THROUGH: Alissa Farrell, Administrative Services Director
MEMO DATE: September 7, 2021
PUBLISH DATE: September 14, 2021
RE: Core Switch Replacement Contract

REQUEST OF COUNCIL:

City IT requests approval of a contract for replacing the City's current two end-of-life core switches and integrating them into the City's network.

SUMMARY AND BACKGROUND:

The City's current two core switches (Cisco 4510s) are ten years old and will no longer be supported at the end of 2021. This switch replacement is planned and budgeted. Typical life of network switches is eight years.

DISCUSSION:

The last major switch upgrade occurred in 2011 with replacement of those switches budgeted to occur as early as 2019. With the switch manufacturer (i.e., Cisco) ending support for the current switches on 12/31/21, it is important that the two end-of-life core switches be replaced.

City Procurement partnered with City IT to conduct a core switch replacement Request for Proposal (RFP) process which resulted in three acceptable competitive proposals. The RFP evaluation team members independently reviewed and scored each proposal resulting in unanimous agreement on the selected proposal submitted by the firm Advanced Network Management (ANM).

FINANCIAL IMPACTS:

This procurement was budgeted for up to \$220,000 and is funded within the Information Technology fund (510).

The recommended contract amount is:

- Procurement: **\$132,599.97**
- Professional Services: **\$27,097.80**
- Total: **\$159,697.77**

ENVIRONMENTAL IMPACTS:

None. Old switches will be properly wiped then recycled.

ALTERNATIVES:

Alternatives include not executing this end-of-life core switch replacement contract which would negatively impact City operations including risk of loss of reliable networking, communications, and internet access.

RECOMMENDATIONS:

The IT team recommends Council approve the core switch replacement contract for \$159,697.77 with Advanced Network Management (ANM).

CITY MANAGER COMMENTS:

RESOLUTION #083
(Series of 2021)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND ADVANCED NETWORK MANAGEMENT (ANM) 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 Core Switch Replacement between the City of Aspen and Advanced Network Management (ANM), 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 Core Switch Replacement between the City of Aspen and Advanced Network Management (ANM), 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 14th day of September 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, September 14, 2021.

Nicole Henning, City Clerk



CITY OF ASPEN STANDARD FORM OF AGREEMENT - V2021

SUPPLY PROCUREMENT AND PROFESSIONAL SERVICES

City of Aspen Project No.: 2021-006.

AGREEMENT made as of 24 day of August, in the year 2021.

BETWEEN the City:

The City of Aspen
c/o Paul Schultz
130 South Galena Street
Aspen, Colorado 81611
Phone: 970.429.1751

Contract Amount:

Procurement:	\$ 132,599.97
Professional Services:	\$ 27,097.80
Total:	\$ 159,697.77

And the Professional:

Advanced Network Management
c/o Jeff Horning
304 Inverness Way S, Suite 400
Englewood, CO 80112
jeff.horning@anm.com
Phone: 970-778-2111

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: TBA

Resolution No.:_TBA

For the Following Project:

Aspen Core Switches and Implementation Professional Services

Exhibits appended and made a part of this Agreement:

Exhibit A: List of supplies, equipment, or materials to be purchased. ANM-Attachment 4 QT-000036877- Core Switch – Onsite PS
Exhibit B: Scope of Work. ANM-Attachment 1 City of Aspen Core Switch On-Site Statement of Work
Exhibit C: Hourly Fee Schedule. Included in Exhibit B

The City and Professional agree as set forth below.

SUPPLY PROCUREMENT

1. Purchase. Professional agrees to sell and City agrees to purchase the supplies, equipment, or materials as described in **Exhibit A**, appended hereto and by this reference incorporated herein, for the sum of set forth above.
2. Delivery. (FOB 130 South Galena Street, Aspen, Colorado 81611).
3. Contract Documents. This Agreement shall include all Contract Documents as the same are listed in the Invitation to Bid or Request for Proposals and said Contract Document are hereby made a part of this Agreement as if fully set out at length herein.
4. Warranties. (Warranty that comes with the new equipment being purchased as part of this procurement and included in as an attachment to this contract).
5. 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.

PROFESSIONAL SERVICES

6. Scope of Work. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit B** attached hereto and by this reference incorporated herein.
7. 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 7/1/22, with the installation and operation of all the equipment no later than 7/1/22. 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.
8. 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 C** 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.
9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.

(ii) *Commercial General Liability* insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

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

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

(c) 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 by 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 \$150,000.00 per person and \$600,000 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 are 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.

22. 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.

23. 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.

22. 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.

23. 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 ground 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 hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each 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:

22B35E37D801448...
[Signature]

By: Ramneet Mann

[Name]

Title: Director of Sales

Date: 8/24/2021

Approved as to form:

City Attorney's Office

EXHIBIT A

List of supplies, equipment, or materials to be purchased
With attached specification sheets, cut sheets, information, etc.

Quote #: QT-000036877

Core Switch Upgrade – Onsite PS

16-Aug-21

Part Number	Description	Start Date	End Date	Term(M)	Qty	List Price	Price	Extended Price
C9410R-96U-BNDL-A	Catalyst 9400 Series 10 slot,Sup, 2xC9400-LC-48U, DNA-A LIC				1	\$ 31,782.12	\$ 15,255.42	\$ 15,255.42
CON-SNTP-C9410R9A	SNTC-24X7X4 Catalyst 9400 Series 10 slot,Sup, 2xC940			12	1	\$ 3,272.00	\$ 2,519.44	\$ 2,519.44
C9400-PWR-BLANK	Cisco Catalyst 9400 Series Power Supply Blank Cover				6	\$ -	\$ -	\$ -
C9400-NW-A	Cisco Catalyst 9400 Network Advantage License				2	\$ -	\$ -	\$ -
S9400UK9-173	Cisco Catalyst 9400 XE 17.3 UNIVERSAL				1	\$ -	\$ -	\$ -
C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply				2	\$ 2,050.20	\$ 984.10	\$ 1,968.20
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors				2	\$ -	\$ -	\$ -
C9400-DNA-A	Cisco Catalyst 9400 DNA Advantage Term License				1	\$ -	\$ -	\$ -
C9400-DNA-A-3Y	Cisco Catalyst 9400 DNA Advantage 3 Year License			36	1	\$ 12,914.25	\$ 6,198.84	\$ 6,198.84
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic				2	\$ -	\$ -	\$ -
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y			36	2	\$ -	\$ -	\$ -
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded				1	\$ -	\$ -	\$ -
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents			36	1	\$ -	\$ -	\$ -
C9400-LC-48P-B	Cisco Catalyst 9400 Series 2xC9400-LC-48P for Bundle Select				1	\$ -	\$ -	\$ -
C9400-SUP-1-B	Cisco Catalyst 9400 Series Supervisor-1 Bundle Select Option				1	\$ -	\$ -	\$ -
C9400-SUP-1	Cisco Catalyst 9400 Series Supervisor 1 Module				1	\$ -	\$ -	\$ -
C9400-SSD-240GB	Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)				1	\$ 2,050.20	\$ 984.10	\$ 984.10
C9400-LC-48P	Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45)				1	\$ -	\$ -	\$ -
C9400-LC-48P	Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45)				1	\$ -	\$ -	\$ -
C9400-SUP-1/2	Cisco Catalyst 9400 Series Redundant Supervisor 1 Module				1	\$ 14,351.40	\$ 6,888.67	\$ 6,888.67
C9400-SSD-240GB	Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)				1	\$ 2,050.20	\$ 984.10	\$ 984.10
C9400-LC-48P	Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45)				1	\$ 7,537.50	\$ 3,618.00	\$ 3,618.00
C9400-LC-48P	Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45)				1	\$ 7,537.50	\$ 3,618.00	\$ 3,618.00
C9400-LC-48P	Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45)				1	\$ 7,537.50	\$ 3,618.00	\$ 3,618.00
C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)				1	\$ 24,602.40	\$ 11,809.15	\$ 11,809.15
C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)				1	\$ 24,602.40	\$ 11,809.15	\$ 11,809.15
C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)				1	\$ 24,602.40	\$ 11,809.15	\$ 11,809.15
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment				1	\$ -	\$ -	\$ -
C9407R-96U-BNDL-A	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U, DNA-A LIC				1	\$ 19,629.66	\$ 9,422.24	\$ 9,422.24
CON-SNTP-C9407R9A	SNTC-24X7X4 Catalyst 9400 Series 7 slot, Sup, 2xC940			12	1	\$ 1,890.00	\$ 1,455.30	\$ 1,455.30
C9400-PWR-BLANK	Cisco Catalyst 9400 Series Power Supply Blank Cover				6	\$ -	\$ -	\$ -
C9400-S-BLANK	Cisco Catalyst 9400 Series Slot Blank Cover				1	\$ -	\$ -	\$ -
C9400-NW-A	Cisco Catalyst 9400 Network Advantage License				2	\$ -	\$ -	\$ -
S9400UK9-173	Cisco Catalyst 9400 XE 17.3 UNIVERSAL				1	\$ -	\$ -	\$ -
C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply				2	\$ 2,050.20	\$ 984.10	\$ 1,968.20
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors				2	\$ -	\$ -	\$ -
C9400-DNA-A	Cisco Catalyst 9400 DNA Advantage Term License				1	\$ -	\$ -	\$ -
C9400-DNA-A-3Y	Cisco Catalyst 9400 DNA Advantage 3 Year License			36	1	\$ 12,914.25	\$ 6,198.84	\$ 6,198.84
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic				2	\$ -	\$ -	\$ -
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y			36	2	\$ -	\$ -	\$ -
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded				1	\$ -	\$ -	\$ -
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents			36	1	\$ -	\$ -	\$ -
C9400-LC-48P-B	Cisco Catalyst 9400 Series 2xC9400-LC-48P for Bundle Select				1	\$ -	\$ -	\$ -
C9400-SUP-1-B	Cisco Catalyst 9400 Series Supervisor-1 Bundle Select Option				1	\$ -	\$ -	\$ -
C9400-SUP-1	Cisco Catalyst 9400 Series Supervisor 1 Module				1	\$ -	\$ -	\$ -
C9400-SSD-240GB	Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)				1	\$ 2,050.20	\$ 984.10	\$ 984.10
C9400-LC-48P	Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45)				1	\$ -	\$ -	\$ -
C9400-LC-48P	Cisco Catalyst 9400 Series 48-Port POE+ 10/100/1000 (RJ-45)				1	\$ -	\$ -	\$ -
C9400-SUP-1/2	Cisco Catalyst 9400 Series Redundant Supervisor 1 Module				1	\$ 14,351.40	\$ 6,888.67	\$ 6,888.67
C9400-SSD-240GB	Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)				1	\$ 2,050.20	\$ 984.10	\$ 984.10
C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)				1	\$ 24,602.40	\$ 11,809.15	\$ 11,809.15
C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)				1	\$ 24,602.40	\$ 11,809.15	\$ 11,809.15
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment				1	\$ -	\$ -	\$ -

ANM Professional Services

Part number	Description	Price	Extended Price
PS	Professional Services Per Attached SOW	\$ 27,097.80	\$ 27,097.80
	Sub-Total		\$ 159,697.77
	Estimated Taxes	\$ -	
	Shipping Costs	\$ -	
	Grand Total		\$ 159,697.77

This quote is governed by the terms and conditions of the following contract: 94904

All software and/or hardware is subject to manufacturer terms and conditions.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except in the event of insufficient appropriations made available by federal and/or state legislature, or as otherwise prohibited by court order or law.

Prices shown may **NOT** include all applicable taxes and shipping charges.

All prices subject to change without notice. Supply subject to availability.

Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales.

Additional handling and other fees may apply.

Expedited shipping is subject to an additional charge.

Purchase Orders should be issued to:

Advanced Network Management, Address: 304 Inverness Way S, Suite 400 Englewood, CO 80112

CO Tax ID # 02872963

Federal Tax ID # 85-0427142 || DUNS # 83-909-5247

Credit: Net 30 Days (all credit terms subject to prior ANM credit approval)

Customer Signature

Date _____

Customer Name (Printed) _____

Title

EXHIBIT B

Scope of Work

EXHIBIT C

Hourly Fee Schedule- included in Exhibit B

Statement of Work



City of Aspen

Core Switch Refresh

PREPARED FOR:
Paul Schultz, *IT Director*

RESPONSE DATED:
Thursday, August 12, 2021

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Account Management Team

Name	Company/Function	Phone	Email
Jeff Horning	ANM Account Executive	970-945-5990	Jeff.horning@anm.com
Kevin Snoddy	ANM Solutions Engineer	720-440-6318	Kevin.snoddy@anm.com

About ANM

ANM is one of the fastest growing IT consultancies in the U.S. We offer engineering excellence and quality customer service with a local focus. Partnering with leading providers such as Cisco, AWS, Pure Storage, Cohesity, VMware, Veeam, Splunk and F5, we back up our work with professional and managed services throughout each stage of the engagement.

From our network of regional offices, we provide dedicated project and engineering teams that work closely with our clients to help them achieve their business objectives. Headquartered in Albuquerque, NM since 1994, ANM has offices in Denver, CO; Colorado Springs, CO; El Paso, TX; and Scottsdale, AZ.

ANM has enjoyed more than 800 percent revenue growth over the past five years. We have achieved this growth by empowering local teams to truly support our clients. Our highly experienced engineers have a strong reputation for partnering with our clients and taking a consultative approach throughout each engagement. We attribute our strong results and brand to our deep-rooted commitment to customer service, our engineering excellence and our culture of going above and beyond.

ANM's Solutions

Network & Automation

We work with you to build an infrastructure that connects people, applications and devices securely and efficiently.

Data Center & Cloud

Based on your current environment and end goals, we create a custom path to your on-premises, private cloud or hybrid cloud solution.

Collaboration

Our expertise in web conferencing and collaboration platforms brings people and tools together to improve productivity, communications and problem-solving.

Security

We assess your unique risks and develop detailed solutions to identify and mitigate threats before they impact your business.

Audio Visual

We help plan, design and install scalable audio-visual systems to support shared experiences.

Cabling

A well-designed cabling system increases performance, scalability and return on your IT investment. Our certified, full-time cabling team designs, installs and maintains your building's cabling infrastructure, end-to-end.

Salesforce Consulting & Apps

We help maximize your investment with expert advice and customized applications that simplify your business processes and accelerate your workflow.

Professional Services

Our dedicated project managers are at your side to install, configure and deploy the perfect solution for your needs.

Managed Services

Our engineers are available 24/7 to assist with incidents and requests, as well as support and manage advanced, highly complex, architectures.

Omissions

ANM reserves the right to correct any error or omission in this Statement of Work and will do so by utilizing a Change Request process. The initial project kick-off meeting and design workshop(s) might uncover unforeseen items that impact this Statement of Work and will be addressed (if necessary) by the Change Request process.

Notices:

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Project Overview

Solution Overview

The goal of this Statement of Work is to define tasks, deliverables, timeline, responsibilities, and additional terms to deliver the Core Switch Refresh for City of Aspen (aka 'Customer') provided by ANM.

The City of Aspen would like to replace their two current Cisco 4510 switches which are near or end-of-life with current core switches. The City of Aspen is extremely concerned with cybersecurity and as part of this project want to ensure the most secure configuration is implemented for the new core switches. The two locations for the project are City Hall and the Armory. Service for the project will be a mix of remote and on-site.

Customer Requirements

During discovery, design, and scoping discussions the following requirements for the solution were identified and agreed upon:

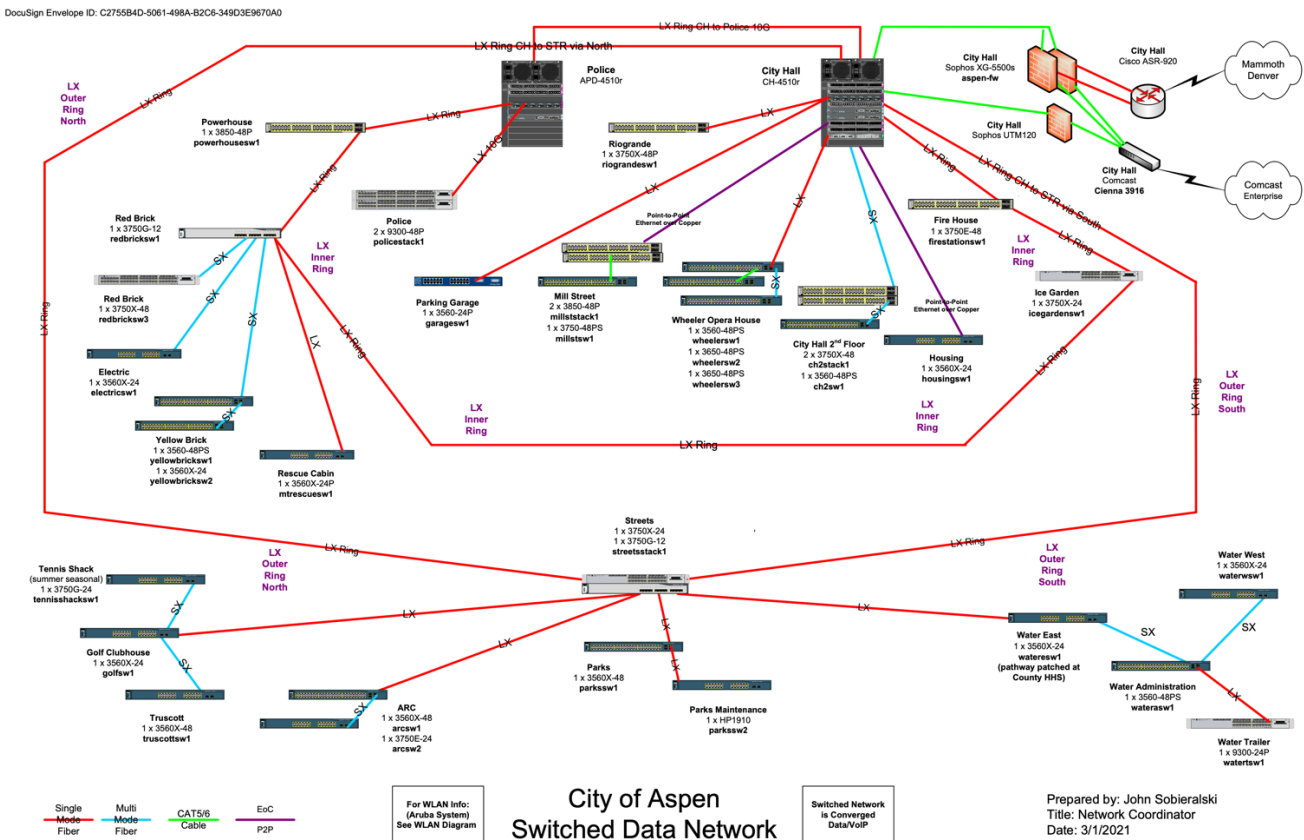
- The core switch solution will replace the 4510 currently at the Armory and provide a new switch at the new City Hall facility currently under construction. The 4510 currently at the APD facility may remain in place for some limited time and must be compatible with the proposed solution. All connections from these core switches to other ring location or access switches in the city network will be using 10G
- Armory:
 - The new switch needs to have at least an equal number of 10/100/1000BaseT ports and two control or supervisory line cards. It will not need any 1000BaseX (GBIC) ports but instead will require at least an equal number of 10G SFP ports in place of those, plus the 10G ports that 1000BaseX card provides. The 10G ports must be divided between two-line cards for redundancy.
 - PoE+ is required

Mod	Ports	Card Type	Model
1	48	10/100/1000BaseT Premium POE E Series	WS-X4748-RJ45V+E
2	48	10/100/1000BaseT Premium POE E Series	WS-X4748-RJ45V+E
3	18	1000BaseX (GBIC)	WS-X4418-GB
4	48	10/100/1000BaseT Premium POE E Series	WS-X4748-RJ45V+E
5	4	Sup 7-E 10GE (SFP+), 1000BaseX (SFP)	WS-X45-SUP7-E
6	4	Sup 7-E 10GE (SFP+), 1000BaseX (SFP)	WS-X45-SUP7-E
7	48	10/100/1000BaseT Premium POE E Series	WS-X4648-RJ45V+E
8	48	10/100/1000BaseT Premium POE E Series	WS-X4648-RJ45V+E
9	18	10GE (X2), 1000BaseX (SFP)	WS-X4606-X2-E
10	18	10GE (X2), 1000BaseX (SFP)	WS-X4606-X2-E

- City Hall
 - The new switch will need two 48-port 10/100/1000BaseT PoE+ line cards, two control or supervisory line cards and two 10G line cards with a total of at least 24 10G ports. The proposed switch chassis must be able to accommodate additional line cards for potential future growth.
 - PoE+ is required
- The City of Aspen have enabled and use several protocols that are common in Cisco and some other switches including: CDP, HSRP, LACP, NTP, OSPF, SPAN PORTS, SNMP, RSTP, SSH, TACACS+, VTP & PoE+, trunking ports use 802.1Q
- The new switches must be compatible with network core routing/switching services as well as Cisco Meraki access and trunking switches which will be replacing the current Cisco access switches. In addition, it is possible that we will continue to run one of the current Cisco 4510 core switches for an unknown period of time.
- Network Security
 - Secure VLAN implementation / best practices
 - Standard L2 and L3 security such as restricting broadcast domains, dynamic trunking disabled, BPDU Guard, Root Guard, PVST, etc.
 - Update SNMP to v3
 - Implement port-level security
 - Extended access control lists to keep network separation for the Aspen Police VLAN segments.
- Power

- Today the City of Aspen is using 208 volts and our rack power system PDUs will distribute 208 volts. We prefer power supplies that can support both 110- and 220-volt power
- Redundant power supplies are required
- City of Aspen will supply both the optics and patch cables for this project

Current Network Layout:



Project Success Criteria

ANM and Client agree that the following objectives are key to success of this initiative.

- Rack and stack of the new core switches
- Review the existing configuration and make recommendations as needed for best practice with emphasis around security
- Configure, deploy, and test the new core switches

Project Tasks

Phase 1 – Project Kickoff

The project kickoff meeting will include key stakeholders and project team members to initiate the project and to define the project timelines and flow.

The kickoff agenda includes:

- Team Introductions.
- Review of solution and scope of work.
- Project Timelines.
- High-level Technical Review.
- Open Forum / Q&A.

Phase 2 - Plan and Design

The ANM and customer project teams will hold a design workshop to validate technical and other project requirements and details.

The design workshop agenda includes:

- Validation of physical and logical design.
- Validation of current environment and readiness.
- Confirmation of bill of materials.

- Plan for integration into existing environment.
- Plan for testing and validation.
- Customer review and acceptance of design and implementation plan.

Phase 3 - Implementation

The following applications and infrastructure components will be deployed, configured, and tested per the agreed upon design between ANM and Customer:

- Review the existing configuration
- Create new core switches configuration based on current configuration
- Rack and stack the new core switches
 - City Hall: Cisco C9407
 - Armory: Cisco C9410R
- Apply any needed firmware/software updates
- Apply the configuration to the new core switches
- Migrate the connections over to the switches at both sites and test
- Provide day 2 support

Phase 4 – Project Closeout

- Complete and deliver the As-built documentation.
- Review the final deliverables with Customer.
- Review Customer satisfaction and obtain feedback.
- Obtain Customer signoff on project completion.
- If applicable, transition of ongoing support to Customer and ANM Managed Services.

Assumptions

The overall scope and related work estimates for this engagement were developed based on the assumptions listed below. Material changes to these assumptions and exclusions may impact the estimated effort and cost associated with completing the work and therefore would require a Project Change Request.

Project-Specific Assumptions

The project scope is based on the following project-specific assumptions:

- Work done by ANM will be a mix remote and on-site services
- The replacement of the existing core switches will be one to one from a configuration standpoint.
- The customer is responsible for all patch cables and optics needed to complete this project
- The customer will assist in the racking of the new core switches or has a server lift that ANM will be able to utilize during the install
- The customer is responsible for old equipment disposal

Customer Responsibilities

The following are responsibilities that will need to be performed/provided by Customer.

- ANM expects appropriate customer staff to participate in requirements gathering, scheduling, project status and materials review.
- Customer will provide single point of contact for communications and is responsible for project management of customer resources and scheduling.
- Customer is responsible for the submittal of all internal Change Control Documentation for production impacting or other necessary system changes requiring approval as pertaining to Customer's Internal Policies and Procedures. ANM will offer input as appropriate.
- Provide onsite physical access to required systems and space to work.
- Provide remote access (VPN) or other agreed upon remote access solution.
- Provide any required hardware and/or software that was not procured through ANM (for example, existing Microsoft and VMware software/licensing).
- Provide diagrams and configurations of existing environment if required.
- Make all changes to existing environment (e.g. firewall, Active Directory, DNS, DHCP, etc...) unless otherwise specifically called out in this Statement of Work.

- Deploy any required end user applications not specifically covered by this Statement of Work.
- Maintain valid support contracts with all product manufacturers involved in the solution.
- Every effort has been made to scope proper power cables, optics, and other solution-related accessories in the original bill-of-materials (quote). Customer is responsible for acquiring additional components identified during planning and design phase.

General Assumptions

- ANM will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from Customer or third-party vendors.
- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding ANM-observed holidays, unless otherwise negotiated and noted in this services proposal.
- Customer will have five (5) business days to provide written feedback on all project artifacts, documents, or presentations developed or updated by ANM. If no feedback is provided, the item will be considered accepted by Customer.
- Changes to this scope of work identified during this project will require a Project Change Request Form.
- Services may be provided by ANM or individuals or organizations employed by or under contract with ANM, at the discretion of ANM.
- Unless otherwise specified, the following services are not included:
 - Environmental requirements: racks/cabinets, electrical/power & cooling/air conditioning services
 - Network cabling services
- Any services provided in the reconfiguration or troubleshooting as a result of existing faulty equipment, software compatibility or systems interoperability will be considered out of scope and will require an appropriate Change Request Form.
- Customer will manage all oversight and communication with third party vendors not directly contracted by ANM (for example, service providers, other equipment manufacturers, etc.).

- Customer is responsible for any software updates or equipment replacement not covered by support contracts.

Change Control

If Customer requests a change in the project schedule after the schedule has been mutually agreed upon between Customer and ANM, a change order will be required to proceed as follows:

Change of Scope

Should changes to the scope or solution be necessary or requested by Customer, ANM will investigate the effect of such changes and determine an impact on price, schedule, and other terms and conditions.

- A project Change Request Form (CRF) will be used to document and communicate any changes to this Statement of Work. The CRF will describe the change, the reason for the change, and the impact that the change will have on the project. The CRF will also specify any additional charges (if necessary).
- A completed CRF will be the output and Customer and ANM must both sign it to authorize the changes. A change control log will be maintained throughout the project to track all approved changes and record them (if applicable) in the successive approved versions of the Project Plan. All versions will be tracked using a strict document version control mechanism maintained by the Project Managers.

Change of Scheduling

- If a project schedule change is within one week of the initial project hardware installation date, then Customer will be subject to a change order equal to the approximate run rate cost** of the project team for two weeks.
- If a project schedule delay is requested during the course of the project, then Customer will be subject to a change order equal to the approximate run rate** cost of the project team over the entire delay.

- If there is a delay in the project schedule of a project task that is part of the overall project, then Customer will be subject to a change order equal to the approximate run rate** cost of the delay.
- If the project is suspended or delayed for more than two weeks during the course of the project, then Customer will be subject to a change order equal to the run rate** cost of the project team for four weeks before ANM will resume the work. Project resumption will occur in a date mutually agreed upon between ANM and Customer.
- If any subset of a project is not started within three months of the main project completion due date to Customer enforced delays, that portion of the work will be automatically cancelled, a credit will be issued to Customer for the work not completed and the overall project will be closed out. Any cancelled work may be re-scoped as a new project at Customer request.

*** Run Rate Cost For Project Team = Billable Rate * Number of Hours + Any Travel Cost*

** Discounted Reschedule Rate: \$120 per hour*

** Travel Cost = Mileage + Lodging + Air Travel + Any other Travel Expenses*

Billing Milestones

Services for this project will be billed as a fixed fee for the amount provided on the accompanying quote. Services will be invoiced monthly based on percentage of project completion for the preceding month. Project completion percentage is calculated by the ANM Project Manager and will be reviewed during regular status calls prior to invoicing.

Project Authorization

We believe the SOW outlined in this document will meet the requirements of the work to be performed. Any modifications to this document will be made in writing and agreed to by both parties subject to additional charges.

Authorized Customer Signature:	
Printed Name:	Date:
Authorized ANM Signature:	
Printed Name:	Date:

This agreement shall be in effect until either party provides written notice of cancellation. This statement of work is valid for one year (365 days) after the signature date. After this period all services delivered will be invoiced at time and materials rates and the remaining project will be cancelled.

At 5:00 p.m. Mayor Torre called the regular meeting to order with Councilors Doyle, Mesirow, and Hauenstein in attendance. Councilor Richards was absent.

PUBLIC COMMENT:

Ziska Childs – Ms. Childs said she hoped that council noticed which chair she was sitting in, and her request is to move the chair or the camera angle. She's been watching on Facebook a lot and that many attendees are showing her more than she wants to know. She heartily suggests changing the camera angle or removing the chair.

Cecil Hernandez – Mr. Hernandez said he is a west end resident. This has to do with the on-going traffic situation. He'd like to know where this issue is on their radar. He's reached out several times and hasn't gotten much response back. Mayor Torre said this is an issue for council every day and Councilor Doyle said he has lived in the west end and realizes the problem and has addressed the reasons and said the voters voted to keep the traffic in the west end. Mr. Hernandez said there are dozens of kids walking through west end after school and suggested four way stops. It's a life and death issue. He has grandchildren who live right across the street.

Councilor Hauenstein said it's frustrating for everyone because nothing can really be done in the short term.

Jeannine Burke – Ms. Burke said she has lived on west Francis Street for 17 years. Speeds have increased because of the pandemic and out of town people just aren't aware. She suggested having signs that are more visible, so people are more aware of slowing down. She said it's a lot of California and Texas plates. A sign wouldn't hurt.

Ksenia Tyutrina – Ms. Tyutrina said she moved to Aspen four years ago and she has already noticed that it is not the same town. She lived in the west end prior to this year and never worried about traffic and speeding. She is literally terrified for a friend of hers who has children and lives in the west end currently. Aspen's reputation is on the line. If we're not safe and family friendly it could be devastating.

Councilor Mesirow thanked everyone for coming and said he knows it can feel like things aren't happening. Everyone is heard.

Charlie Givens – he has lived in the west end for 15 years. He is not sure what solution is and he's not a developer. You ought to be able to solve this by 40% by ticketing people.

Kelly Gunther – Ms. Gunther said she's been trying to work with waste management. They come four days a week to collect garbage all at different times and she's tried talking to them about picking up all at the same time.

Public comment closed.

COUNCIL COMMENTS:

Councilor Mesirow said he will be out of town and back on Tuesday.

Councilor Hauenstein said he would love to have the intercept lot be the entrance to Aspen. We will have to replace Castle Creek bridge eventually, so we need to start opening up this discussion and can't put it off any longer. He said we need to protect ourselves at all times. Pedestrians aren't looking,

drivers and bikers aren't looking and no one else is looking. Be careful. He bikes through the core all the time. The tragedy of the young child who was killed in town hurts us all.

Mayor Torre said Sunday August 29th is the Mayors Cup golf tournament, which is benefitting Aspen Strong and the Hope Center. This event is a fundraiser and is raising awareness for mental health.

CITY MANAGER COMMENTS: None.

BOARD REPORTS:

Councilor Mesirow said they had an APCA meeting. They are moving a variety of things forward to second reading and public comment will be available.

Councilor Hauenstein said he had a 4th of July meeting with a representative from the CCLC. He also had a CORE board meeting. They've been discussing methane coming from old coal mines.

Councilor Doyle said he and Ward toured a modular home factory in Buena vista. He was shocked at the prices of modular homes in that area. It does show a solution to some issues we have here.

CONSENT CALENDAR:

Councilor Hauenstein said he would like to have a brief discussion on the IGA. He fully supports it but wanted to point out a few lines about the need for mental health.

Councilor Hauenstein motioned to adopt the consent calendar; Councilor Mesirow seconded.

Torre pointed out the board appointments and recognized Jessica Garrow and Adam Malmgren. This is a reminder to other members that we have openings on other boards.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Torre, yes. 4-0, motion carried.

PUBLIC HEARING: 501 West Hopkins: Ordinance #17, Series of 2021 – Kevin Rayes, City Planner & Jodi Edwards.

Mr. Rayes said this request has several components to it. P&Z approved this and was also subject to a public vote in November. This is the second step of a three-step process. It is in the R6 zone district. The applicant owns 501 W. Hopkins and the Pride of Aspen mining claim. They would like to put a conservation easement on the mining claim in perpetuity, which would sterilize for any future development and would also provide recreation access.

Councilor Mesirow asked about bringing the fee in lieu back with the request. Mr. Rayes said they are bringing back the same request and the applicant is ready to respond.

Mr. Rayes said that staff recommends approval for major subdivision, amendments to land use code and official zone district map, planned development, project review and growth management review.

Jodi Edwards said he represents the applicant. He said it's a pleasure to be here for an application that has such exciting benefits to the community. It's a rare opportunity to bring something as this.

Councilor Mesirow asked if they would be willing to drop the fee in lieu.

Mitch Haas said they have been working on this proposal for three years now. We are excited to bring this to you and we feel what we are asking for is exceedingly reasonable. No owner in the past 30 years has offered anything to us like this. If you do the math, it's \$545,000 worth of value. That is all he's asking for. Bob originally paid a million dollars for this property, and the rest is essentially a gift.

Austin Weiss, Parks and Open Space Director, said he is also excited to present this to council.

Howie Mallory of the Open Space Board said a few words in favor of this proposal.

PUBLIC COMMENT:

Dale Will, Pitkin County Open Space & Trails – Mr. Will said he is echoing what Howie said about this exchange. This is something we've been chasing for years.

Mayor Torre closed public comment.

Council continued their discussion.

Councilor Hauenstein said the benefit to the community outweighs the FTE. When talking about such small portions and the gain from this, he is supportive. This is as close to no brainer as possible.

Councilor Doyle said the public benefits far outweigh the negative, and he supports it going forward.

Councilor Mesirow said there is a lot to like here, and the property is beautiful. The only issue for him is the affordable housing piece. It sticks out for him. It's .03 now and may not be that way in the future. We're in a housing crisis. It's not a big ask. There's one thing he won't support and said it's a twisted presentation of our values.

City Attorney, Jim True, said there are two other items to be considered tonight to move this on to the ballot. There is also Ordinance #18 and Resolution #077 and #080 to set the ballot language. Let's motion and Skippy can amend it, or we can discuss. He's concerned if we are going to fashion any language, we need to speak with Mr. Edwards to see what we can do.

Mayor Torre agreed and called a break for dinner at 7:20 p.m.

Council reconvened at 7:48 p.m.

Phillip Supino, Community Development Director, presented an edited version of Ordinance #17.

Councilor Mesirow motioned to approve Ordinance #17 with an edit to section 6; Councilor Hauenstein seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Torre, yes. 4-0, motion carried.

Ordinance #18, Series of 2021- Kevin Rayes

Mr. Rayes said in order for planned development to become official, both need to be approved for this application to move forward. Detailed review tends to regard architectural details, and staff is recommending detailed review to move forward to a public vote.

Mayor Torre opened the public hearing.

Mayor Torre closed the public hearing.

Mr. True noted that section 2 needs to be amended from "county" to "council" as well.

Councilor Hauenstein motioned to approve; Councilor Mesirow seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Torre, yes. 4-0, motion carried.

Ordinance #19, Series of 2021 – WRETT Amendment – Sara Ott & James R. True

Mr. True said the ballot language does have some clarifying amendments. The modified ordinance is in the packet.

Ms. Ott said that Keith Frederick is with us this evening and will present the results from the poll that was sent out to the voters. The polling results tell us a lot about timing.

Mr. Frederick presented the poll results which show a more conservative voter showing up for this election. November 2022 will have a bigger voter turnout than this November.

Mayor Torre opened the public comment

Ziska Childs – Ms. Childs said she is a member of the Wheeler board but is speaking as an individual. She said she wants to give a little history from the late 70's, 80's 90's. She came across Bob Murray's obituary, and it said he was director of the Wheeler from 1984-1998. She named off some people that he brought into the Wheeler. All of this was done with the current ordinance. She's asking them to contemplate to give the new director a chance to come up to that level of programming or better under the same ordinance. Give her a chance to get the Wheeler on its feet again.

Mayor Torre closed the public comment

Councilor Mesirow said he doesn't feel strongly on the timing. The language as is currently written, doesn't inhibit arts for funding. It may be as simple as calling this out to make people aware to drive additional support.

Councilor Hauenstein said this got rushed because of the citizen initiative. He said he would not support it unless it had room for childcare and mental health. Now we have an ordinance here that doesn't call for these things. He feels that it's been rushed to judgement because of this halfhearted attempt from the citizen initiative. He sees ambivalence here at best. He doesn't feel the public will support this to pass. It's not the right time, maybe next year. If he supports it, he wants childcare and mental health to be a part of it as amended.

Ms. Ott said there is money in the general fund that she would take direction on as to put into a grant or a different process for funding on mental health and childcare. There is funding there if the council wishes to push it out onto the community.

Mayor Torre asked if they should continue and said he's not ready to vote on it.

Councilor Hauenstein said he thinks Rachel should be here and he supports continuing to the 31st.

Councilor Doyle and Councilor Mesirow are both comfortable continuing to next week.

Mayor Torre said he's supportive. He doesn't think it limits them and he's not daunted by a poll.

Councilor Hauenstein moved to continue to August 31st; seconded by Councilor Doyle. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Torre, yes. 4-0, motion carried.

Mr. True suggested continuing Resolution #77, #80 and #81 to August 31st as well.

Councilor Hauenstein motioned to continue; Councilor Mesirow seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Torre, yes.

ACTION ITEMS: Call Up of HPC's Approval of 121 W. Bleeker – Sarah Yoon

Ms. Yoon introduced the item.

Derek Skalko of 1 Friday Architecture gave a detailed presentation and council asked various questions.

Councilor Doyle motioned to uphold HPC's decision; Councilor Mesirow seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Torre, yes. 4-0, motion carried.

Mayor Torre asked Mr. Skalko to explain the name of his company, which he did.

Mr. True introduced the executive session.

Councilor Hauenstein motioned to go into executive session; Councilor Doyle seconded. Roll call: Doyle, yes; Hauenstein, yes; Mesirow, yes; Torre, yes. 4-0, motion carried.

City Clerk, Nicole Henning

MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Michelle Bonfils Thibeault, Planner II

THRU: Phillip Supino, AICP Community Development Director

MEMO DATE: September 3, 2021

MEETING DATE: September 14, 2021

RE: Temporary Use Request –Aspen Art Museum, Hyman Ave Façade Art Installation

APPLICANT:
Aspen Art Museum

LOCATION:
Aspen Art Museum,
637 E Hyman Street

CURRENT ZONING & Land Use:
Commercial (C) zoning. The property is developed with the Aspen Art Museum constructed in 2014.

REQUEST OF COUNCIL:
The Applicant is seeking Temporary Use approval for an art installation covering the entirety of the north façade of the building.

REQUEST OF COUNCIL:

The applicant is requesting the following land use approvals:

Temporary and Seasonal Use Review (Land Use Code Chapter 26.450)

The applicant is requesting Temporary Use approval for an art installation covering the entirety of the north façade of the building. The Code allows City Council to grant temporary use approval for up to 180 consecutive days within a calendar year, for no more than ten years. ***City Council is the final review authority.***

Figure 1: Aspen Art Museum, Hyman Ave façade



SUMMARY AND BACKGROUND:

The Aspen Art Museum is requesting a temporary use permit to install an art exhibit covering the northern façade of the building for 180 days. The exhibit is by Gaetano Pesce, a renowned artist who has also worked in the fields of architecture and urban planning.

With land use review and approval, the art installation will be exhibited April 25, 2022 thru October 23, 2022. The exhibit will be comprised of a billboard supporting a commercial grade vinyl wrap, air blowers and LED lights. The art installation is unique to the Aspen Art Museum and will require two weeks prior to April 25 to fabricate and install the exhibit. Similarly, the art installation is anticipated to require two weeks to be disassembled after October 23, 2022.

DISCUSSION & STAFF FINDINGS

Temporary Use

Responses to Land Use Code Criteria can be viewed in Exhibit A. Staff finds the unique nature of the request to be outside of standard land use code criteria. The land use code standards most applicable to this request are the Outdoor Lighting Standards for nonresidential uses. Public art presents challenges to Staff in the application of the Land Use Code as a basis for judging its appropriateness. Public art has the potential to enhance the local and visitor experience downtown. It creates interest and vitality in the built environment. Art and design in the public realm have been a part of the community and the Aspen experience since the genesis of the Aspen Idea. For those reasons, there is merit in considering the appropriateness of the request.

Given its size and location, staff believes that there is the potential for the installation to create visual impacts to pedestrians, motorists, and neighboring properties. While the museum is in a commercial, high traffic area where such an installation would be most appropriate in the community, there are legitimate concerns about the presence of the installation and its impacts to the public and property owners. Staff recommends Council consider these issues in its deliberation on the request. The Applicant has submitted for review drawings and an elevation for the proposed use (addendum to application, attached).

RECOMMENDATION:

Staff recommends Council consider the appropriateness of the proposed temporary use, and if supported by a majority of Council, place appropriate conditions on an approval to ensure the maintenance of public health, safety, and welfare.

PROPOSED MOTION:

"I move to approve Resolution #68, Series of 2021 to allow a Temporary Use Art Installation at the Aspen Art Museum."

OR

"I move to deny Resolution #68, Series of 2021 to allow a Temporary Use Art Installation at the Aspen Art Museum."

FINANCIAL IMPACTS: N/A

ENVIRONMENTAL IMPACTS: N/A

CITY MANAGER COMMENTS:

ATTACHMENTS:

Resolution #68 (Series of 2021)
Exhibit A – Temporary Use Review Criteria
Exhibit B – Applicant submittal

**RESOLUTION NO. 68
(SERIES OF 2021)**

A RESOLUTION OF THE CITY OF ASPEN CITY COUNCIL APPROVING A TEMPORARY USE FOR AN ART INSTALLATION COVERING THE HYMAN AVE BUILDING FAÇADE AT 637 E HYMAN STREET, COMMONLY KNOWN AS THE ASPEN ART MUSEUM, LEGALLY DESCRIBED AS LOT 1 OF AAM SUBDIVISION, CITY AND TOWNSITE OF ASPEN, PITKIN COUNTY, COLORADO.

Parcel ID: 2737-182-25-051

WHEREAS, the Community Development Department received an application from the Aspen Art Museum, requesting Temporary Use approval for an art installation over the entirety of the Hyman Avenue building façade April 25, 2022 thru October 23, 2022; and

WHEREAS, pursuant to Chapter 26.450.050 of the Land Use Code, City Council may grant a temporary use approval for up to 180 days; and

WHEREAS, the City Council reviewed the application and considered the Temporary Use proposal under the applicable provisions of the Municipal Code as identified herein, has reviewed and considered the recommendation of the Community Development Director, and has taken and considered public comment at a duly noticed public hearing; and,

WHEREAS, the City Council finds that the proposed Temporary Use complies with Land Use Code Section 26.450; and,

WHEREAS, The City Council considered the application during public hearing at a regular scheduled meeting on September 14, 2021 and by a ____ to ____ (__ - __) vote approves the request, with conditions; 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, COLORADO, THAT:

Section 1:

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the City Council hereby approves a Temporary Use for an art installation covering the entirety of the Hyman Avenue building facade at the subject property on exhibition April 25, 2022 and shall cease exhibition on October 23, 2022. The approved Temporary Use shall be constructed and installed April 12 – April 25th, and shall be deconstructed and removed October 24th – November 7, 2022.

Section 2:

The Temporary Use for an art installation shall comply with Land Use Code Section 26.575.150 Outdoor Lighting Standards for non-residential properties. Hours of operation for illumination of the exhibit shall be restricted to between the hours of 10:00 a.m – 9:00 p.m.

Section 3:

All material representations and commitments made by the Applicant pursuant to the temporary use proposal as herein awarded, whether in public hearing or documentation presented before the City Council, are hereby incorporated in such plan development approvals and the same shall be complied with as if fully set forth herein, unless amended by an authorized entity.

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 ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior 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.

APPROVED BY the City Council of the City of Aspen on this 14th day of September 2021.

Approved as to form:

Approved as to content:

James R. True, City Attorney

Torre, Mayor

Attest:

Nicole Henning, City Clerk

Temporary and Seasonal Uses:

Section 26.450.030. Criteria applicable to all temporary uses.

When considering a development application for a temporary use or an insubstantial temporary use, the Community Development Director or City Council shall consider, among other pertinent factors, the following criteria as they or any of them, relate thereto:

A. Location, size, design, operating characteristics and visual impacts of the proposed use.

Staff Response: *The proposed art installation will cover the entirety of the north façade of the building, facing Hyman Street. The installation will match the height of the building at 46'8" tall and the length of the building at 98'5" wide. The installation will vary in depth from four inches at the top of the building, widening up to 18 inches encroaching onto the sidewalk. The sidewalk along Hyman Avenue is ten feet wide and will be reduced to 8.5 feet wide if this art installation is installed.*

The installation is generally composed of a flat billboard style back drop (i.e. sky) and inflated elements (i.e. mountains and sun). The inflated elements will be inflated by three continuously running external blowers. Each blower is anticipated to have the noise impact of "a window air conditioning unit" which generally ranges from 40 – 60 dba per unit. In the Commercial Zone District, Section 18.04.030 of the municipal code permits 60dBA during the night (11:00 pm – 7:00 am) and an increased 65dBA during the day (7:00 am – 11:00 pm).

The proposed art installation has some lighting elements. Programmable LED lights will illuminate the sun element and the stars. The sun elements is fabricated from translucent fabric and is approximately 7'4" tall by 11' wide or approximately 77 sq.ft. and is generally located at the second story of the building (22ft above the sidewalk).

The installation also has a scattering of "stars" generally located along the second and third floors of the building (30 - 46ft above the sidewalk). The stars will be illuminated by programmable LED lights behind the vinyl sheath of the billboard.

Lighting from the interior of the building on the Hyman Avenue façade will be significantly reduced by the art installation. (See Images 1 and 2 for visual comparison.)

The applicant requests the exhibit remain inflated for duration of the temporary use permit. Lighting of the exhibit is requested function during regular Aspen Art Museum business hours of 10:00 am to 6:00 pm daily. The proposed LED lighting is a Decorative Lighting Element (26.575.150.h.5) with a perforated pattern behind a vinyl sheath and is exempted from the fully-shielded requirements.

Staff finds this criterion to be met.

Image 1. Building at night without art installation, perspective from intersection of Hyman Ave and Spring Street.



Image 2. Rendering of the proposed art installation from Hyman Avenue.



B. The compatibility of the proposed temporary use with the character, density and use of structures and uses in the immediate vicinity.

Staff Response: *The proposed art installation will not create compatibility issues with the character, density, and use of structures in the immediate vicinity. Temporary art installations are occasionally located along the exterior of the museum building.*

Staff finds this criterion to be met.

C. The impacts of the proposed temporary use on pedestrian and vehicular traffic and traffic patterns, municipal services, noise levels and neighborhood character.

Staff Response: *The sidewalk along Hyman Avenue is 10 feet wide. The art installation will encroach on the sidewalk along Hyman Avenue approximately 18 inches, reducing available sidewalk width to pedestrians to +/-8.5 feet wide.*

Vehicular traffic and traffic patterns, municipal services, and noise levels will not be impacted.

The perception of light will be experienced differently with the art installation in place.

Staff finds this criterion to be met.

D. The duration of the proposed temporary use and whether a temporary use has previously been approved for the structure, parcel, property or location as proposed in the application.

Staff Response: *The proposed temporary use is requested for 6 months (180 days) April 25, 2022 – October 23, 2022, plus two weeks before and two weeks after required time for installation and removal of the exhibit. A temporary use permit has not been issued for this property in the last 12 months.*

Staff finds this criterion to be met.

E. The purposes and intent of the zone district in which the temporary use is proposed.

Staff Response: *The subject property is within the Commercial zone district. The proposed art installation will not contradict or violate the purpose or intent of the underlying zoning.*

Staff finds this criterion to be met.

F. The relation of the temporary use to conditions and character changes which may have occurred in the area and zone district in which the use is proposed.

Staff Response: *There have been no changes to the conditions or character of the subject property or neighborhood.*

Staff finds this criterion to be met.

G. How the proposed temporary use will enhance or diminish the general public health, safety or welfare.

Staff Response: *Staff has no reason to believe that the temporary use will diminish the general public health, safety, or welfare.*

Land use code regulations do not exist for this specific type of temporary use. Nonresidential outdoor lighting standards per Section 26.575.150 generally apply to the lighting of parking spaces, driveways and vehicular maneuvering areas. The outdoor lighting standards for these uses are intended to address safety, visibility, control light glare and light trespass.

Commercial outdoor lighting is restricted to twelve (12) feet or less in height unless it is fully shielded, and the point light source is not visible beyond the boundaries of the property in which it is located. The light sources for the proposed art installation are behind the vinyl sheath of the exhibit and are not visible beyond the boundaries of the subject property.

Staff finds this criterion to be met.

Lighting standards shall not exceed the 10 foot-candles as measured three feet above finished grade. Exemptions may be required for areas with high commercial, pedestrian or vehicular activity up to a maximum of 20 foot-candles. The proposed temporary art installation will be indirectly illuminated by both the interior lights of the building as well as a 77 sq.ft. are indirectly lit by LED lights that are programmable for both duration of illumination and intensity of illumination.

Staff finds this criterion to be met.

**ASPEN ART MUSEUM
637 EAST HYMAN AVENUE
ASPEN, CO 81611**

**LEGAL DESCRIPTION OF PARCEL:
LOT 1 AAM SUBD**

WRITTEN DESCRIPTION OF PROPOSAL:

The Aspen Art Museum has invited Gaetano Pesce (Italy, 1939) - one of the world's most influential living designers - to create a site-specific commission for its building façade, partly funded through the generous support of the Italian Ministry of Culture. This ambitious project is part of the Museum's yearly outdoor commissions.

The intervention by Gaetano Pesce responds to the existing geometric architecture of the building designed by Shigeru Ban, introducing a figurative element, namely a mountain landscape, to cover the front side of the museum. The image is drawn with simplicity - in Pesce's signature style - and evokes the natural shape of the mountains as an iconic symbol of the city of Aspen and its immediate surroundings. It is very much part of Pesce's philosophy that architectural buildings should represent, celebrate and amplify the specificities of the local context where they are situated.

The artwork will be constructed with a flat billboard style backdrop (sky) and inflated sun and mountain components. The material used will be a sturdy vinyl & vinyl coated nylon, formulated for UV & weather protection. As per the artist's vision, the artwork would protrude 14-18" from the building façade, and would not extend beyond the building height. Programmable LEDs will be integrated for the stars and sun. The sun would be a translucent fabric with internal LED illumination. The LEDs will be programmable so that lighting can be turned on/off and will be flexible for the City's needs.

The artwork will be secured directly to the building using soft anchorage strap without need for an additional subframe. These straps

will be sewn onto the artwork, and the anchor points for the straps will be laid out on the structure in advance of installation. Starting from the bottom and working laterally, the unit will be pulled upward and attached to anchor points via the straps. Once inflated all attachments will be adjusted for fit and security. All connection points will be "soft", not incorporating metal, wood, etc.

Approximately three small blowers will be used for the inflation of the piece. Each blower uses about 500 watts of power with the daily consumption around 36KW. The blowers have a volume similar to a window air conditioner, it is noted by the fabrication company that when used in commercial settings, ambient noise masks the blower noise. The artwork can be inflated 24/7, or deflated nightly to meet the needs of the community.

The materials have been chosen to ensure material durability and safety compliance over the six-month presentation.

ANSWERS IN RESPONSE TO Sec. 26.450.030. - Criteria applicable to all temporary uses.

(a) **The location, size, design, operating characteristics and visual impacts of the proposed use.** Please see response under WRITTEN DESCRIPTION OF PROPOSAL as well as attached documents that show the size of the proposal.

(b) **The compatibility of the proposed temporary use with the character, density and use of structures and uses in the immediate vicinity.** Being an art museum, surrounding neighbors are familiar with the art museum's practice of installing outdoor sculpture in the commons area and how it affects neighborhood character. This is a larger application of that practice. And if there are any logistical concerns from any of the neighbors we are happy to discuss this with them.

(c) **The impacts of the proposed temporary use on pedestrian and vehicular traffic and traffic patterns, municipal services, noise levels and neighborhood character.** There will only be impacts on pedestrian, vehicular traffic and traffic patterns, municipal services, and noise levels during the installation of the artwork, which will take approx. 3 weeks. We will work with the COA to mitigate those impacts as much as possible. Installation will happen

during working hours. The museum believes that the overall enhancement of the neighborhood character by having a monumental piece by an acclaimed Italian artist will surpass any inconvenience experienced during installation. If there are any concerns from neighbors we will be happy to discuss and work with them to remedy these concerns.

(d) The duration of the proposed temporary use and whether a temporary use has previously been approved for the structure, parcel, property or location as proposed in the application. The proposed temporary use permit is for six months. The museum has never proposed a permit for a similar application.

(e) The purposes and intent of the zone district in which the temporary use is proposed. Downtown core: Commercially zoned

(f) The relation of the temporary use to conditions and character changes which may have occurred in the area and zone district in which the use is proposed. The proposal is temporary, the neighborhood is familiar with the museum funding cutting-edge art projects in the Commons space and on our rooftop. We see the sculpture as an extension of that practice. Once removed, it will have no impact or change on the character change of the neighborhood, for which the museum feels it is a welcome part of.

(g) How the proposed temporary use will enhance or diminish the general public health, safety or welfare. Having a monumental artwork by an important, world renowned artist Gaetano Pesce will enhance the public! It will provide education opportunities for our education team, a talking point and cultural interest for the neighborhood, and a playful, imaginative ambiance for the city.

Timeline for construction and installation:

Approximately two weeks commencing on (April 12th and finishing by April. 25th.)

Timeline for Artwork to be on display (approx.):

From April 25th, 2022 thru October 23, 2022

Timeline for removing the piece:

Approximately 2 weeks commencing on October 24th, 2022 and completed by May 7th, 2022.

BIGGER THAN LIFE

ADVERTISING

9380 Activity Road, Suite H San Diego, CA 92126
Phone (858) 225-1700 Fax (801) 838-7042

www.biggerthanlife.com

QUOTATION #: 210804BRev1

PROPOSAL DATE 8/19/2021

EXPIRATION DATE 9/18/2021

This proposal is valid for 30 days only.
Please ask for an update after that date.

We have prepared your quotation to include only the best materials, workmanship, and design - all the things for which Bigger Than Life is famous. The finest reflection of your company's image and product are of the utmost importance in BTL's creation of your inflatable.

TO: Aspen Art Museum

FROM: Bryan Kinney

DESCRIPTION: Mountain Landscape Building Façade

DIMENSIONS - IN FEET (approx)	Height	Proportional Width	Proportional Depth
	47	98	1.2

FAN TYPE: Continuously running, A/C powered EXTERNAL FAN

FABRIC: Sturdy vinyl & vinyl coated nylon, formulated for UV & weather protection.

ACCESSORIES: Includes fan with extension cord or inflator, tethers, repair kit, carrying bag, ground stakes and instructions.

EST. WEIGHTS:	Net Wt.	450 Pounds	Shipping Wt.	500 Pounds
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SHIPMENT: Freight costs not included in price. State sales tax applicable if shipped within CA.
Rush orders may require expedited freight at additional cost.

LEAD TIME 8 weeks from receipt of deposit and all required materials from client.

WARRANTY: ONE YEAR on workmanship and materials.

PAYMENT TERMS 20% Deposit To Begin Design and Engineering. 30% Additional Deposit Upon Green Light
40% Balance Due Upon Shipment. 10% Retention Due After Installation

PRICES:	QUANTITY	PRICE EACH
	1	BALLPARK PRICE \$38,000

SPECIAL NOTES:

*** CONFIRMATION OF ORDER ***

To initiate your order, please complete and sign this confirmation and fax to (801) 838-7042

This confirms an order for _____ unit(s) at a price of \$ _____ PER UNIT, for a total price of \$ _____.

These terms are hereby acknowledged and agreed to. _____ (please initial)

This order is entered into in the County of San Diego, State of California, and shall be governed by California Law

signature _____

date _____

BIGGER THAN LIFE



9380 Activity Road, Su H ♦ San Diego, CA 92126 USA
Telephone (858) 225-1700 ♦ Fax (801) 838-7042 ♦ www.biggerthanlife.com

ADDENDUM TO BTL QUOTE 210804BRev1

- **PROJECT PHASING:** We would implement a phased approach to the development and production of the project. A 20% payment would be required to begin and get through the feasibility and engineering phase. Once completed and green-lighted, an additional 30% deposit would get the production process moving through completion. 40% would be due prior to delivery, with a 10% retention due after installation.
- **ELECTRICAL CONSUMPTION:** It is anticipated that a total of three small blowers will be used for inflation of the piece. Each blower uses about 500watts of power, so the daily consumption will be around 36KW.
- **BLOWER NOISE:** The blowers used will have a volume similar to a window air conditioner. When used in tradeshow environments that ambient noise completely masks the blower noise.
- **WEATHER:** This inflatable will be produced using vinyl coated nylon materials. These materials are waterproof and highly UV resistant and often see years of outdoor use, even in temperature extreme climates.
- **LIGHTING:** Theatrical quality LED fixtures are used for the internal illumination of lighted element(s). Management interface to be researched and is not included in the proposal pricing.
- **INSTALLATION:** It is key that all the connections be “soft” i.e., no steel d-rings and the like. We will map the actual structure layout into the mechanical files that we use to produce the unit, and that will determine the locations of the attach points. We will use sewn in patches that incorporate a layout of seatbelt webbing that will wrap the structure. The closure of those loops is TBD, but will be quite straightforward. As for the actual installation, the anchor points will be laid out on the structure in advance of beginning the installation. Starting from the bottom and working laterally a “layer” at a time, the unit(s) will be pulled upward and attached. Once inflated all attachments will be adjusted for fit and security.

Gaetano Pesce

AAM Façade

May 2022- October 2022

Gaetano Pesce

Examples of Important Works of Art and
Design





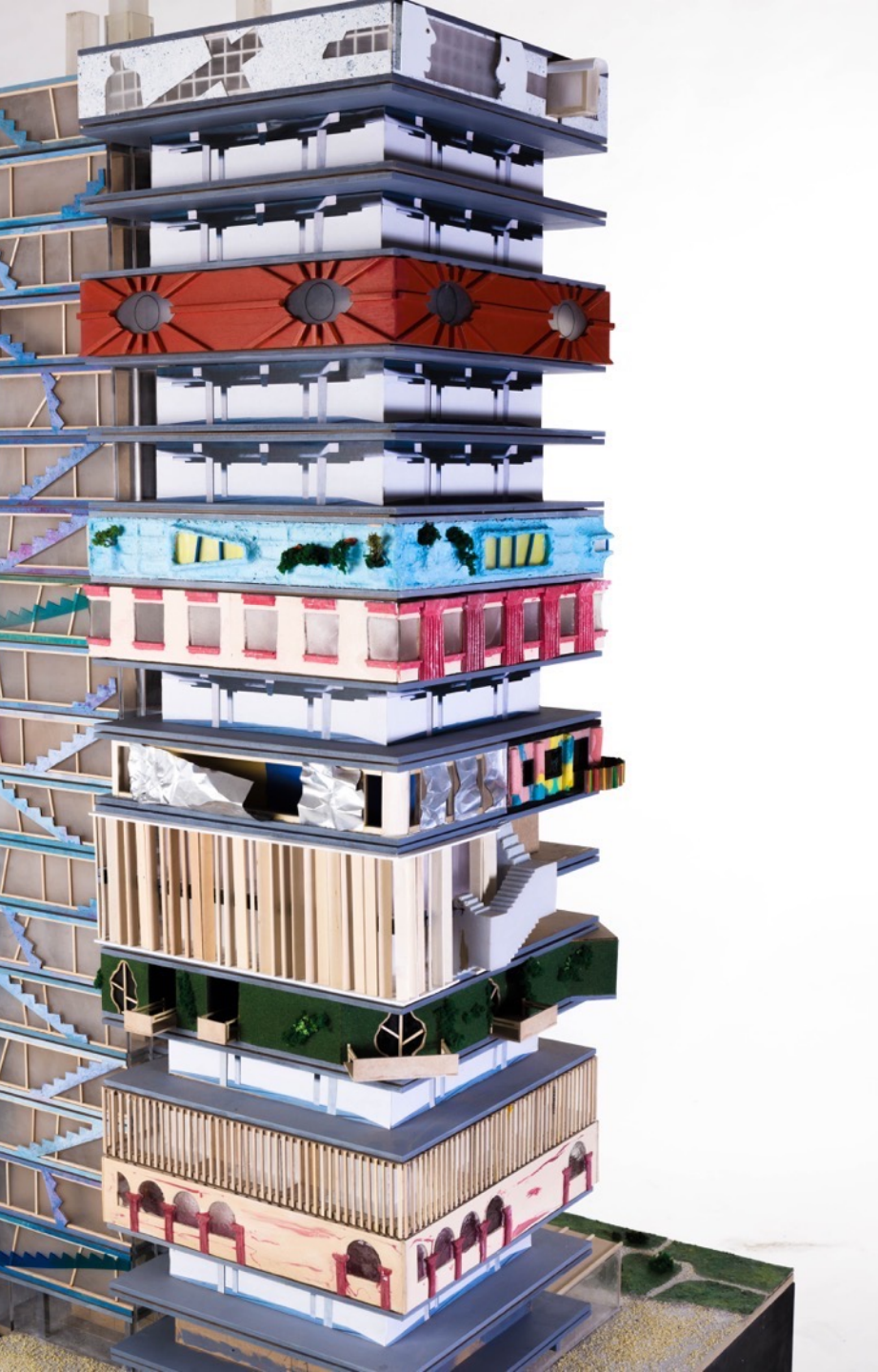
Up furniture for B&B Italia, 1969



Up 5, 1969



Pluralist Tower, 1987





Organic Building, 1989-93





Chiat\Day Offices, 1994



Bahia House, 1998



Bahia House, 1998



Pescetrullo, 2010



Pescetrullo, 2010



WORKINGALLERY, 2019
Salon 94

videographer: Joshua Itiola





Mountain Chairs
by
Gaetano Pesce





**Sunset in New
York by
Gaetano Pesce**

Gaetano Pesce

Proposal for AAM Façade 2022



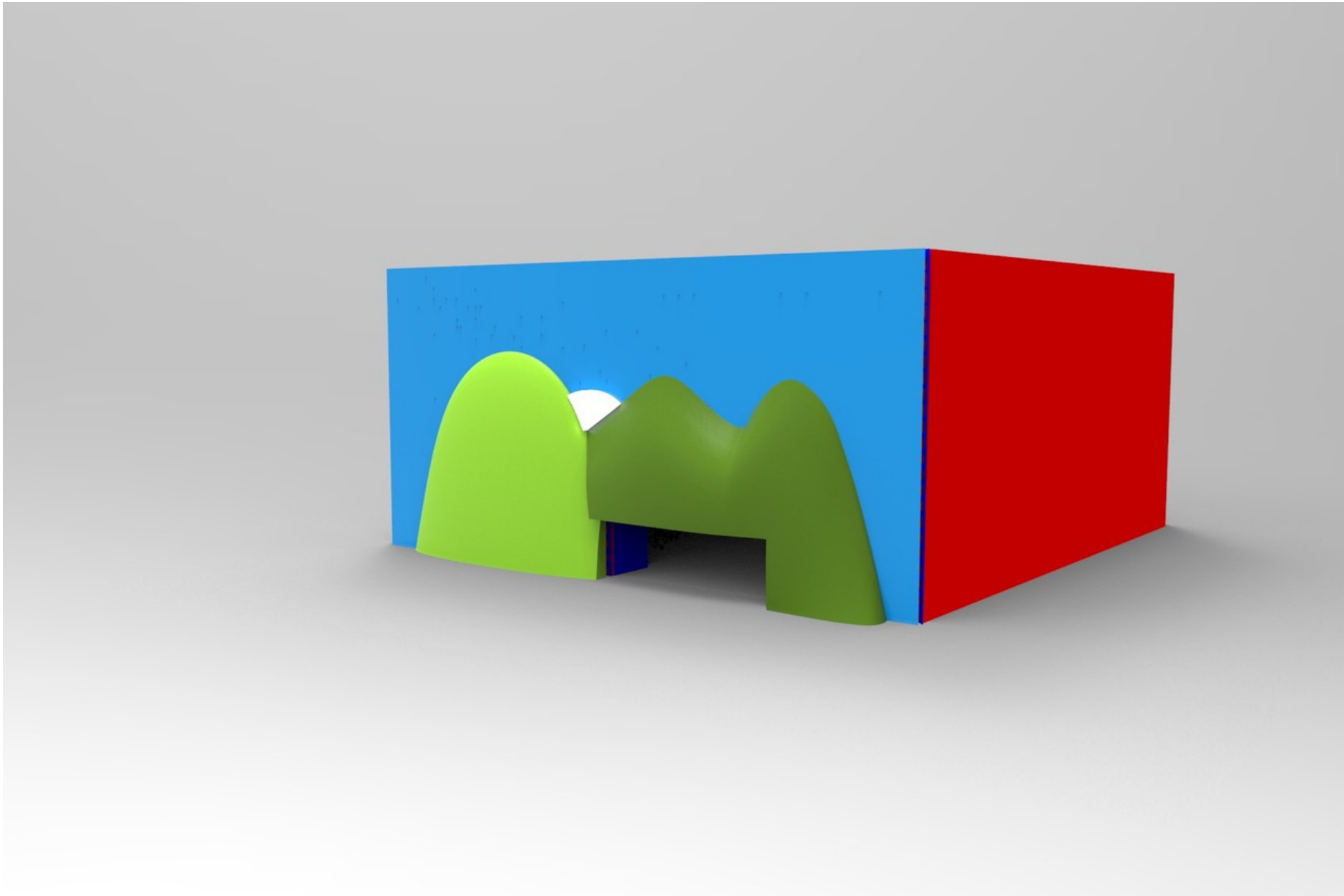
AAM Facade



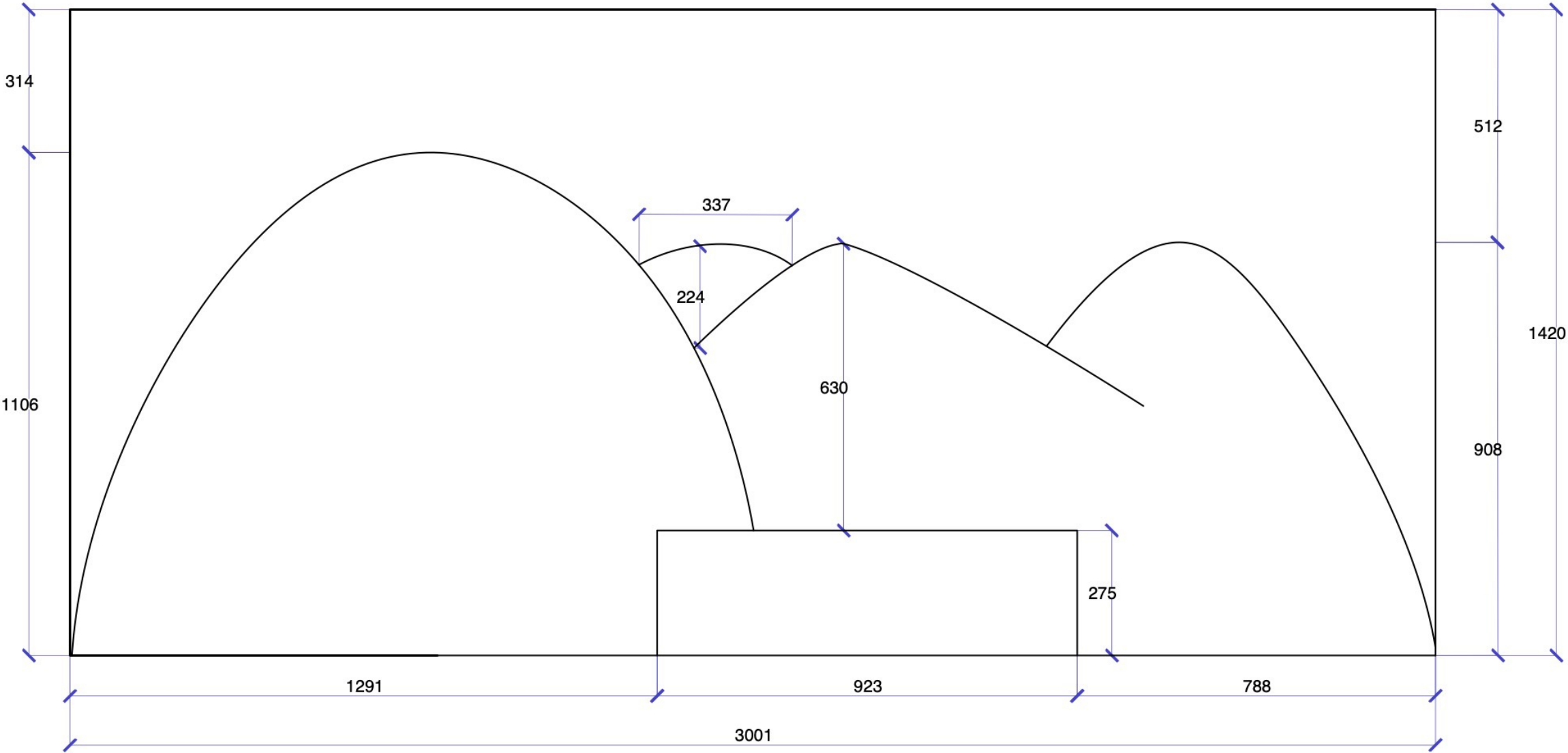
Original Artist
Sketch

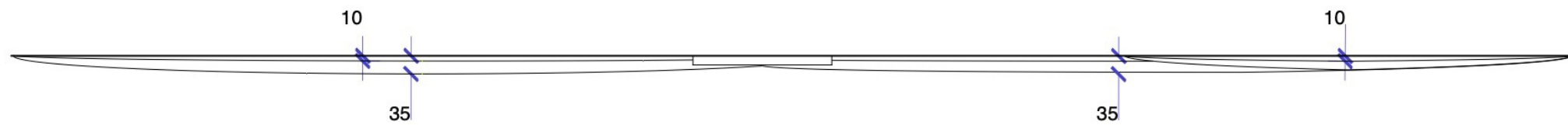


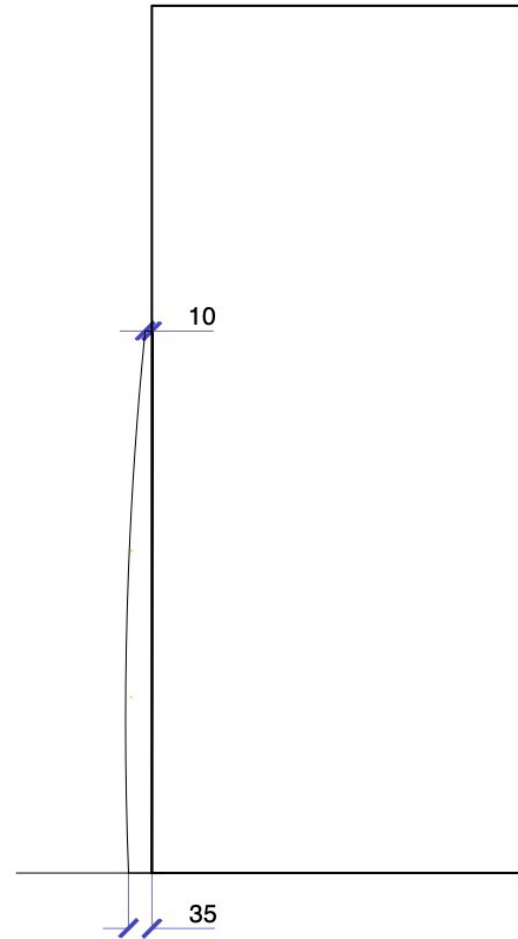
Artist
rendering of
Artwork at
night



3D model







ARCHITECTS OF RECORD:
COY ARCHITECTS
228 MIDLAND AVE., PO BOX 529 BASALT, CO 81621
1-970.927.4103 F-970.927.8576

ARCHITECTS:
SHIGERU BAN ARCHITECTS
330 WEST 36TH STREET SUITE 811
NEW YORK, NY 10018
T-212.925.2211 F-212.925.2249

4/1/13 Tech Revisions

LEGEND

- VERTICAL ASSEMBLY TYPE
SEE WALL SECTION DRAWINGS
HORIZONTAL ASSEMBLY TYPE
SEE WALL SECTION DRAWINGS
CEILING HEIGHT AND MATERIAL

EXTERIOR WALL SYSTEMS

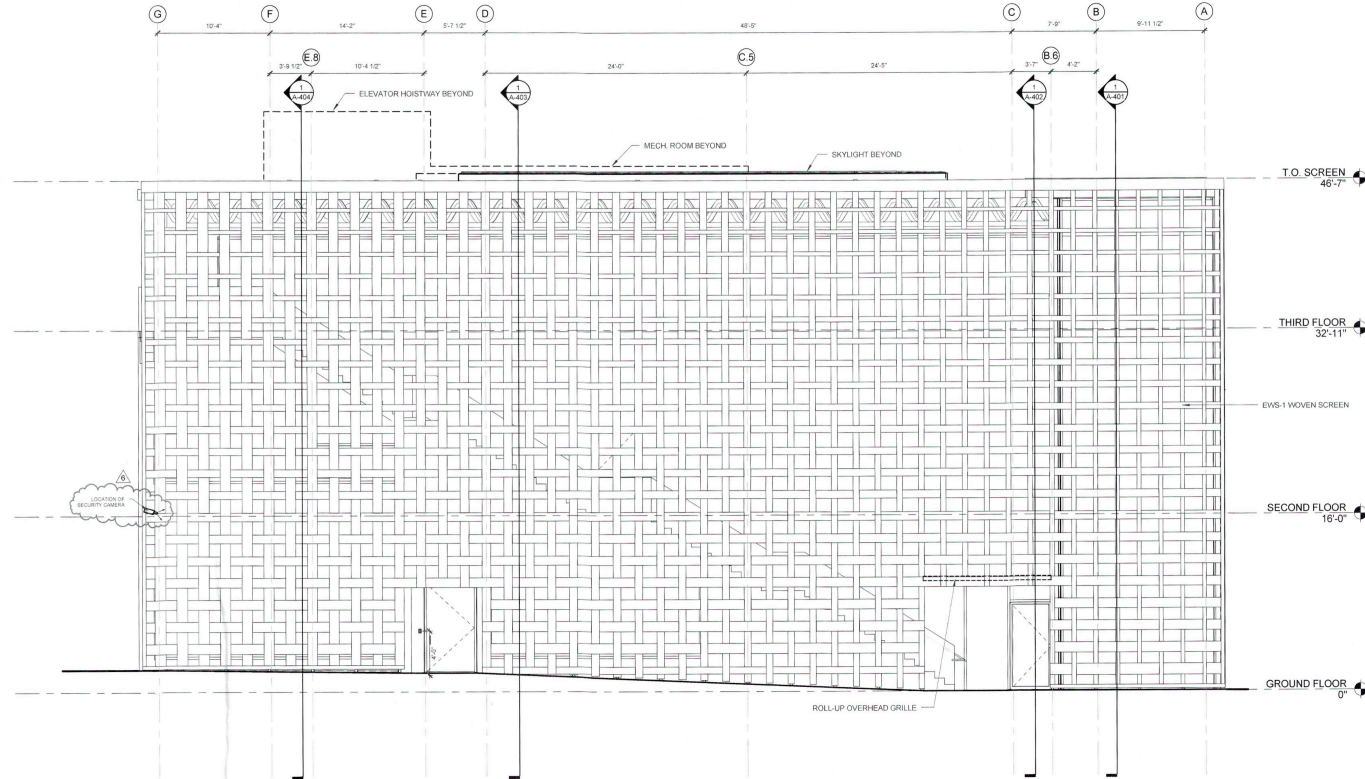
- EW-1 6" EXTERIOR INSULATION SYSTEM A-605
EW-2 TYPICAL CURTAIN WALL A-605
EW-3 CUSTOM BRG BLADING SYSTEM A-605
EW-4 FIXED GLAZING OPERABLE JANTS A-605
EW-5 L-BAYNED SKYLIGHT A-605
EW-6 TRIANGULAR GLASS ROOF CANOPY A-605
EW-7 INTERIOR GLASS FLOOR A-605
EW-8 EXTERIOR GLASS FLOOR A-605
EW-9 2" COMPOSITE METAL PANEL SYSTEM A-605-609
EW-10 WALL PANEL BLINDING DOOR SYSTEM A-605
EW-11 INSULATED EXTERIOR CURTAIN WALL A-605
EW-12 INSULATED EXTERIOR CURTAIN WALL A-605
EW-13 INSULATED TRUSS GLAZING PANELS A-605
EW-14 INSULATED PRISMAT WALL A-605

SHADING DEVICES

- MSH-1 MOTORIZED EXTERIOR SOLAR SHADE (PROJECTING)
MSH-3 MOTORIZED EXTERIOR SOLAR SHADE
MSH-4 MOTORIZED EXTERIOR BLINDING SHADE
SH-1 MANUAL EXTERIOR SOLAR SHADE
SH-2 MANUAL EXTERIOR BLINDING SHADE

CEILING FINISHES

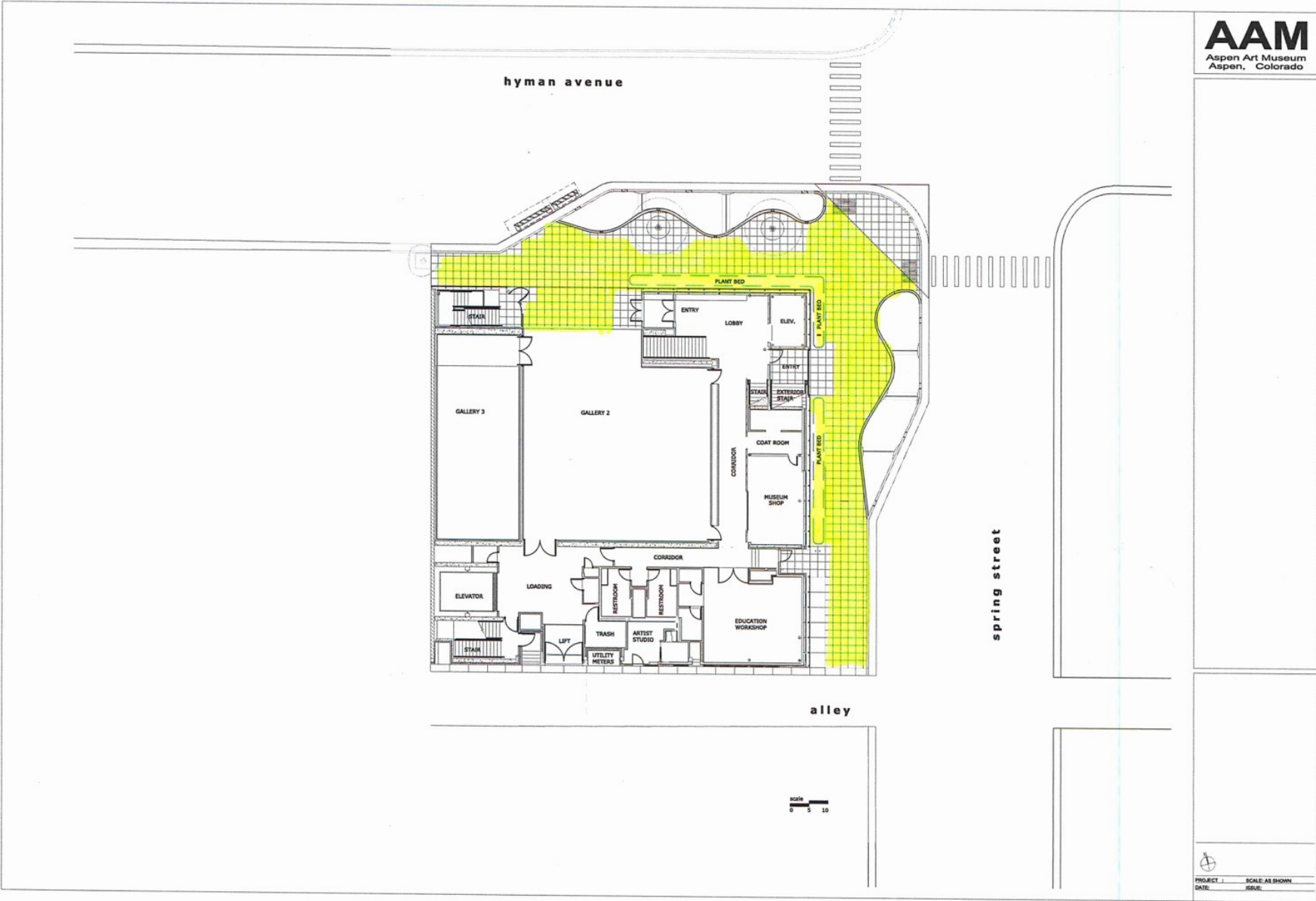
- ASP ACUSTIC CEILING PLASTER
AC-FIN ACUSTIC FINISH
ACT ACUSTIC CEILING TILE
CONC CONCRETE (PAINTED)
GRATE 8" METAL GRATE FLOORING (EXPOSED)
GWB GYPSUM WALL BOARD (PAINTED)
MFL DECK 8" O. STRUCTURAL METAL DECK (EXPOSED)



DRAWING ISSUE HISTORY:
2013-10-09 50% CONSTRUCTION DOCUMENTS /
FOUNDATION & STRUCTURE PERMIT
2012-12-13 90% CONSTRUCTION DOCUMENTS /
FULL BUILDING PERMIT
2013-02-04 100% CONSTRUCTION DOCUMENTS

EAST ELEVATION

A-302.1
PROJECT # 10126 SCALE 3/16" = 1'-0"
DATE 2013-02-04 ISSUE 100% CD
DESIGNED BY SHIGERU BAN ARCHITECTS
DOCUMENTATION BY COY ARCHITECTS LTD



Proposed Fabricator: Bigger than Life

Examples of previous Works



Paul McCarthy Flowers, 2005, Haus Der Kunst



Gabriel Rico, God of Honey, 2019



Paul McCarthy
Bound to Fail
2004
Whitney Museum



Friends With You Art Basel Miami 2013



photo:
Mark C. O'Flaherty **89**

“I think that progress is the most important thing we can have. The future is a beautiful time, everything is possible. With our work, we have to bring the future into the present. And that is the best we can do.”

- Gaetano Pesce, 2017