AGENDA

CITY COUNCIL REGULAR MEETING

March 10, 2026

5:00 PM, City Council Chambers
427 Rio Grande Place, Aspen

Zoom Meeting Instructions

Join from PC, Mac, iPad, or Android:
https://us06web.zoom.us/j/85480108073?pwd=u2L1yCOTK6DbTs7uxx9lfTkOOcTbFy.1
Passcode:81611

Join via audio:
+1 346 248 7799 US
Webinar ID: 854 8010 8073
Passcode: 81611
International numbers available: https://us06web.zoom.us/u/ktkpLwhBf

I. Call to Order

II. Roll Call

III. Scheduled Public Appearances

IV. Citizens Comments & Petitions

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

V. Special Orders of the Day

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

VI. Consent Calendar

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

VI.A

Resolution #022 and #023, Series of 2026 - Wheeler Node Security Improvements.

260310 Wheeler Node Security Staff Report.docx
260310_Wheeler_Node_Security_Reso_022 (1).doc
260310_Wheeler_Node_Security_Reso_023.doc
Ex. A Reso _22, 260310 Wheeler Node Security Contract.pdf

260310 Wheeler Node Security Contract- Exhibit A.pdf

VI.B Resolution #024 and #025, Series of 2026 – Construction Contract: Koch Park to City Market Electric Circuit Replacement

STAFF REPORT- Council Memo - Koch to City Market Construction Contract- Final.docx
Attachment B. Resolution #024 Series of 2026.doc
Attachment_C._Resolution__025_Series_of_2026 (1).doc
Attachement A - Contract.pdf
Attachment D - Map of Circuit Replacement Project - Koch to City Market.pdf

VI.C Resolution #026, Series of 2026 - Purchase of 209 AABC, Unit L for Employee Housing
Council Memo - Purchase of 209 AABC Unit L, 3.10.2026.docx
Resolution__026__Series_of_2026_-_209_AABC_Unit_L.doc
Exhibit A - 209 AABC Unit L-Contract to Buy and Sell Real Estate.pdf

VI.D Resolution #029, Series of 2026 - APCHA / Yardi Contract
Staff_Report_Yardi_Contract_for_February_10_2026_City_Council_Meeting (3).docx
Resolution 029.Yardi.2026 (1).doc
Aspen Pitkin County Housing Authority Voyager SaaS Select PHA Unit 030426.pdf
Aspen Pitkin County Housing Authority RentGrow 012726 (RG 022426).pdf

VI.E Resolution #030, Series of 2026 - Updated Wildfire Mitigation Policy
Resolution #030-2026 Wildfire Mitigation Policy - Staff Report.docx
Resolution__030-2026_Wildfire_Mitigation_Policy_-_Resolution (1).docx
Exhibit A - COA_Wildfire_Mitigation_Policy_v02162026.docx

VI.F Resolution #031, Series of 2026 - CDOT Intergovernmental Agreement for Pavement Markings
2026.02.26_CDOT IGA Pavement Markings Memo.docx
Attachment A Resolution 2026-031_IGA.pdf

VI.G Resolution #033, Series of 2026 - Proposed Settlement Agreement between the City of Aspen and Pauline M. Mayer Family Limited Partnership, LLLP
Staff_Report_Resolution__033__Approval_of_Settlement_Agreement.docx
Resolution 033, Series of 2026 - Proposed Settlement Agreement between City of Aspen and Mayer Family Partnership, LLLP.doc
Ex A - Resolution #033, Series of 2026 - Settlement Agreement and Mutual Release.pdf

VII. Notice of Call-Up

VIII. First Reading of Ordinances

VIII.A Ordinance #07, Series of 2026 – 2026 Spring Supplemental
Staff_Report_-_2026_Spring_Ordinance_No.7_-_Final_.docx

Spring_Ordinance_No._07_Series_2026_1st_Reading.docx
2026 Exhibits for Ordinance. No. 07.pdf

IX. Public Hearings

IX.A Ordinance #01, Series of 2026 - Additions and Deletions to Title 26 in Support of Larger Changes to Banners and Flags (Related to Ordinances #02 and #03)
2026.02.23_Staff Report_Ord 010203 series of 2026_Code Amendment Banners 2nd Reading.docx
ORDINANCE_01_-_Remove_Flags_and_Banners_from_Title_26_Final (2).docx

IX.B Ordinance #02, Series of 2026 - Additions and Deletions to Titles 21 and 29 in Support of Larger Changes to Banners and Flags (Related to Ordinances #01 and #03)
2026.02.23_Staff Report_Ord 010203 series of 2026_Code Amendment Banners 2nd Reading.docx
ORDINANCE_02_-_Adoption_of_Title_21_and_29_-_Banners_Final.docx
Attachment A - Banner Standards_2026_Adopted by Ord 02.pdf
Attachment B - Outreach Feedback.pdf

IX.C Ordinance #03, Series of 2026 - Banner and Flag Fee Update in Title 2 - In support of Larger Changes to Banner and Flags (Related to Ordinances #01 and #02)
2026.02.23_Staff Report_Ord 010203 series of 2026_Code Amendment Banners 2nd Reading.docx
ORDINANCE_03_Version_A_Banner_Fees_Update_Final (3).docx
ORDINANCE_03_Version_B_Banner_Fees_Update_Final (2).docx
Attachment B - Outreach Feedback.pdf

IX.D Ordinance #04, Series of 2026 - Establishing Two (2) Transferable Development Right Certificates at 504 W Hallam Street
504 W Hallam TDR CC memo 2nd reading Ord #04 Series 2026 March 10.pdf
Ordinance No. 04 Series of 2026 - 504 W Hallam TDR CC 2nd reading.pdf
504 W Hallam HPC Conceptual Application 4 23 2025 Attach A
504WHallam.TDR Criteria Attach B.pdf
resolution#10.hpc.10.2025 504 W Hallam Attach C.pdf

IX.E Ordinance #05, Series of 2026 - 845 Meadows Road - Aspen Meadows Affordable Housing Project - Major Planned Development Amendment (Project Review), Use Variance, GMQS, Affordable Housing Credits, Transportation and Parking Management, and other associated reviews
Public Comments 2-17-2026 to 3-4-2026.pdf
845 Meadows Road_Aspen Meadows_Memo 3rd Reading_Council.pdf
3rd Reading_Draft Ordinance #05, Series of 2026 - 845 Meadows Road - Aspen Meadows.pdf
Aspen Meadows_Exhibit A_Applicant City Council 1st Reading Responses.pdf
Aspen Meadows_Exhibit B_Staff City Council 1st Reading Responses.pdf
Aspen Meadows_Exhibit C_AspenMusicFestivalAccessAnalysis_Compiled.pdf
Aspen Meadows_Exhibit D_Application.pdf
Aspen Meadows_Exhibit E_All Public Comment thru 3-2-2026.pdf

X. Action Items

XI. Executive Session

Pursuant to C.R.S. Section 24-6-402(4)(a) The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; (4)(b) Conferences with an attorney for the local public body for purposes of receiving legal advice on specific legal questions; (4)(e), Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations, and instructing negotiators.

The specific items of discussion involve the following:

1. Discussion and instruction to negotiators concerning potential litigation arising out of the Wrights Road water line replacement project.
2. Lease negotiations concerning property located at 455 Rio Grande Place

XII. Adjournment

CITY OF ASPEN

STAFF REPORT

TO: Mayor and City Council

FROM: Mike Tunte, Landscape Architect and Construction Manager

THROUGH: Matt Kuhn, Parks and Open Space Director
Austin Weiss, Parks and Recreation Director

MEETING DATE: March 10, 2026

SUBJECT: Wheeler Node Security Improvements
Resolution 022 of 2026 – Contract
Resolution 023 of 2026 – Contingency

INTENDED OUTCOME:
The Wheeler Node Security Improvements implement Council's October 6, 2025, direction to establish a consistent pedestrian-safety boundary, advancing prior Pedestrian Mall Safety Initiative work and addressing longstanding Aspen Police Department concerns.

The project is expected to improve public safety by creating a permanent and predictable protective perimeter at the Wheeler Node, reducing the risk of inadvertent or intentional vehicle intrusion into the pedestrian mall. It would help preserve the historic character of the plaza by replacing temporary event barriers with a solution that is less visually intrusive. Approval would also advance a coordinated multi-department effort, ensuring alignment across Parks & Open Space, Engineering, Utilities, and Historic Preservation as the project moves through design, engineering and review.

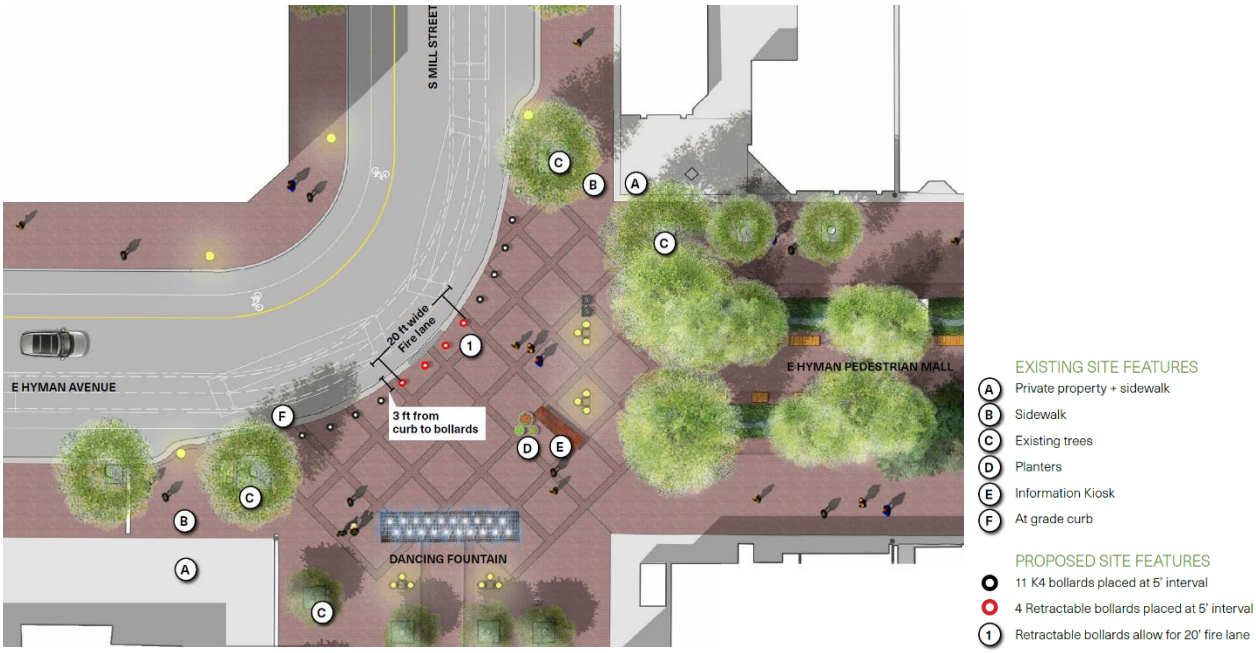
This request directly supports Council's previously stated preferences for a permanent, safety-oriented solution at the Wheeler node. It supports the strategic plan goal of infrastructure resilience by improving public safety in a key pedestrian mall intersection.

Approval of this request may set an important precedent for future safety upgrades within Aspen's Pedestrian Mall system. The Wheeler node improvements may serve as a model for subsequent phases of broader Pedestrian mall safety improvements.

EXECUTIVE SUMMARY:
Staff requests Council's authorization to enter a design and engineering services contract with Design Workshop, and a 10% contingency, to advance the Wheeler Node Security Improvements. The project implements Council's October 6, 2025, direction under the Pedestrian Mall Safety Initiative to establish a consistent pedestrian-safety boundary at the Wheeler Node using fixed and retractable traffic-rated bollards.

The proposed solution improves safety, reduces reliance on visually intrusive temporary barriers, and preserves the historic character of the Pedestrian Mall. It builds on the broader Pedestrian Mall Safety Initiative and requires coordinated design, historic review, and public outreach.

DISCUSSION:
The Wheeler Node is one of the busiest pedestrian areas in the downtown core and has long been identified by the Aspen Police Department as vulnerable to both inadvertent and intentional vehicle intrusions. On October 6, 2025, Council evaluated three safety alternatives and directed staff to pursue Option 2 - Secure the Perimeter, favoring a permanent bollard system rather than continued seasonal use of temporary Meridian barriers.



Secure the perimeter

This approach builds on years of work under the Pedestrian Mall Safety Initiative, including safety assessments, schematic design updates, and extensive coordination across Parks & Open Space, Engineering, Utilities, and Historic Preservation.

The need for a permanent solution has become increasingly clear, as temporary barriers used during peak events are visually intrusive, operationally inefficient, and not sustainable as a long-term strategy.



Meridian Barriers – Effective when deployed, but not in character with Aspen

The Wheeler Node lies within a designated historic district, requiring an improvement that enhances public safety while respecting the character of the plaza. The installation of fixed and retractable bollards will also require careful planning due to potential conflicts with existing underground utilities, highlighting the importance of early and coordinated infrastructure review.

Through the evaluation, it became evident that fixed and retractable traffic-rated bollards provide a predictable and durable safety boundary while maintaining essential access for emergency vehicles and operations. The selected approach minimizes both visual and functional impacts compared to the temporary seasonal barriers currently in use. Implementing the Wheeler Node as the first permanent installation creates a foundation for future phases of safety improvements across the broader pedestrian mall system and supports the City's commitment to enhancing public safety while preserving the integrity of historic public spaces.

The scope of services include:

- Design development drawings
- Construction documentation
- Outreach
  - Business owners
  - Downtown stakeholders
  - Members of our community
- Coordination with the Commercial Core and lodging Commission (CCLC)
- A land use application
- Historic Preservation Commission (HPC) review
- Cost estimating
- City permitting
- Construction bidding support
- Construction observation

Due to the public safety significance of the project, staff is prioritizing completion of design and entitlement by the end of 2026, followed by construction bidding in 2027. While every effort is being made to advance the project expeditiously, the overall schedule is contingent upon multi-departmental and commission review processes, which may result in construction starting in 2028.

Cost estimates will be developed and refined throughout the project. As design progresses through design development (DD) and construction documents (CD), costs will be further refined and finalized.

Construction activity will temporarily disrupt access and affect nearby businesses. Because the project does not include utility upgrades, there is a possibility of future rework if underground systems require modification later.

If the request is denied, the City would expand the use of temporary Meridian barriers, which are visually intrusive, operationally burdensome, and less effective for year-round safety needs. Denial would delay implementation of a consistent, long-term safety solution for one of the highest traffic pedestrian spaces in the downtown core and would diverge from Council's October 2025 direction to pursue a perimeter-based approach.

BASIS FOR VENDOR SELECTION:
The Parks and Open Space department is seeking Council's approval for a sole source contract with Design Workshop, which builds upon their previous schematic design and safety initiative work, spanning over 10 years. Because of their deep knowledge of the work completed to date, the design and engineering of the Pedestrian Mall, and the security considerations for our community, Design Workshop can hit the ground running, resulting in significant savings for the City.

FINANCIAL IMPACTS:
By approving Resolution 022, Council will authorize a contract with Design Workshop in the amount of $358,000.00 and approve a supplemental budget appropriation for the same amount. By approving Resolution 023, Council will authorize the City Manager to exercise administrative oversight of up to a 10% contingency for this contract. The contract, contingency and associated expenses will be funded through the 100 Parks Fund, which has the capacity to support this effort.

This project was not included in the 2026 budget because the timing of the Council work session occurred late in the budget development process and Council direction was not known at that time. Staff anticipated requesting funding through a spring supplemental following Council's direction in fall 2025. Because the project does not have existing budget authority in 2026, the approved contract amount will be incorporated into the spring supplemental for formal budget adjustment.

ENVIRONMENTAL IMPACTS:
The Wheeler Node Security Improvements will implement permanent solutions, which while initially involving more significant construction impacts, offer substantial operational benefits by eliminating the need for frequent barrier removal and reinstallation. This reduces long-term environmental impacts and operational costs.

Temporary installations, such as Meridian barriers, typically have minimal environmental impacts but require ongoing efforts to install, remove, and transport them, contributing to operational inefficiencies.

RECOMMENDATIONS:
This effort addresses a known public safety deficiency. Parks and Open Space staff recommend moving forward with design development, construction documentation, utility coordination, land-use application, HPC review, stakeholder engagement, permitting and bidding to implement the Council-directed safety solution.

ALTERNATIVES:
Council may decline action on the proposed improvements. This would result in an expanded use of temporary barriers and delay any long-term resolution of safety vulnerabilities at the Wheeler Node.

CITY MANAGER COMMENTS:

ATTACHMENTS:
Attachment A – 260128 DW Wheeler Node Security

RESOLUTION #022
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND DESIGN WORKSHOP INC., 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 professional design and engineering services, between the City of Aspen and Design Workshop Inc., a true and accurate copy of which is attached hereto as Exhibit "A";

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

That the City Council of the City of Aspen hereby approves that Contract for professional design and engineering services in the amount of $358,000.00, between the City of Aspen and Design Workshop Inc., a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 10th day of March 2026.

_____
Rachael Richards, 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, March 10, 2026.

_____
Nicole Henning, City Clerk

RESOLUTION #023
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND DESIGN WORKSHOP INC. AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there is an executed contract between the City of Aspen and Design Workshop Inc., in the amount of $358,000.00 a true and accurate copy of which is attached hereto as Exhibit "A";

WHEREAS, the City Council has determined it is in the best interest of the City of Aspen to authorize the City Manager to exercise administrative oversight of change order associated with the Design Workshop Inc. contract for an amount not to exceed $35,800.00 and execute said change orders on behalf of the City of Aspen, Colorado.

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 authorizes the City Manager to exercise administrative oversight of any change orders for an amount not to exceed $35,800.00 and execute said change orders on behalf of the City of Aspen, Colorado.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 10th day of March 2026.

_____
Rachael Richards, 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 March 10, 2026.

_____
Nicole Henning, City Clerk

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CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2026-072

AGREEMENT made the 9th day of February, 2026.

BETWEEN the City:

The City of Aspen

427 Rio Grande Place
Aspen, Colorado 81611
Phone: (970) 920-5079

And the Professional:

Design Workshop, Inc.
22860 Two Rivers Rd. #102
US
970-925-8354
malbert@designworkshop.com

Contract Amount:

Total: $ **358,000.00**

If this Agreement requires the City to pay an amount of money in excess of $100,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: 03/10/2026

Resolution No.: 2026-022

For the Following Project:

Wheeler Node Security

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work and Fee Schedule.

The City and Professional agree as set forth below.

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1. Scope of Work. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein. Professional's services are based on the standard of care ordinarily exercised by design professionals practicing in the same or similar locality under the same or similar circumstances and professional license. Professional does not warrant or guarantee any particular outcome or result from the services provided, including but not limited to the absolute prevention of vehicle intrusion into pedestrian areas. The effectiveness of crash-rated bollards and security systems depends on numerous factors beyond Professional's control, including but not limited to proper product selection by manufacturers, proper installation, ongoing maintenance, vehicle speed and mass, and site-specific conditions. Professional's services are limited to design and consulting services only. Professional shall not be responsible for the means, methods, techniques, sequences, or procedures of construction, or for safety precautions and programs incident to construction. Professional shall not be responsible for the acts or omissions of contractors, subcontractors, or any other persons or entities performing or furnishing any work or materials for the Project.

2. Completion. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than April 30, 2027, subject to extension for causes beyond Professional's reasonable control, including but not limited to delays in City review and approvals, changes in scope requested by City, delays by other consultants or contractors, adverse weather conditions affecting site access, unavailability of products or materials, and governmental actions or restrictions. Professional shall provide prompt written notice to City of any anticipated delay and the parties shall agree in writing to an appropriate extension of time. . Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

3. Payment. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit A** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Additional services beyond the Scope of Work set forth in Exhibit A, including but not limited to services required due to changes in scope, redesign required due to City-directed changes, or services related to disputes or claims, shall be compensated as additional services at Professional's then-current hourly rates upon written authorization by the City. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.

4. Non-Assignability. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent

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of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.

5. Termination of Procurement. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.

6. Termination of Professional Services. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination and payment in full of all amounts owing to the Professional, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement (the "Instruments of Service") shall become the property of the City. for use solely in connection with this Project. Professional shall retain ownership of its standard details, specifications, and design methodologies. The City acknowledges that any reuse or modification of the Instruments of Service for purposes other than this Project, or use of incomplete documents, shall be at the City's sole risk, and, to the extent authorized under Colorado law, the City agrees to indemnify and hold Professional harmless from any claims arising from such reuse or use of incomplete documents. Professional makes no representations as to the adequacy of such documents for any use other than the purposes for which they were originally prepared under this Agreement.

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

8. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool (each an "Indemnitee" and collectively "Indemnitees"), 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, which arise out of or are in any manner connected with this contract, but only to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused by, the negligent acts, errors, or ommissions 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 in the performance of professional services under this Agreement, or which arises out of any workers' compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. Notwithstanding the foregoing, Professional shall not be required to indemnify the City or any other Indemnitee for claims, damages, losses or

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expenses arising out of: (a) the failure of the crash-rated bollards or other safety systems to prevent vehicle intrusion or pedestrian injuries if such failure results from improper installation, maintenance, operation, or modification by the City or its contractors; (b) the City's selection of bollard locations, spacing, or coverage areas that differ from Professional's recommendations; (c) incidents occurring after the useful life of the installed systems as specified by the manufacturer has expired; or (d) the City's decision to proceed with the Project despite Professional's warnings or recommendations regarding design limitations or safety concerns. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands, but only to the extent that such liability, claims or demands fall within the scope of Professional's indemnification obligations as set forth above. Professional shall have the right to select defense counsel subject to City's reasonable approval. If the Professional does not provide such defense, then the Professional shall, pay the City or reimburse the City for the reasonable defense costs incurred by the City in connection with, such liability, claims, or demands that are determined by the final judgment of a court or competent jurisdiction to fall within in the scope of Professional's indemnification obligations. The City agrees that the Professional is only providing design services, not construction services and not maintenance services. The parties acknowledge that under the Colorado Governmental Immunity act, "[a] dangerous condition shall not exist solely because the design of any facility is inadequate. C.R.S. § 24-10-103(1.3). With respect to any claim that the City believes falls within the scope of the Professional's indemnification obligations, the City shall assert, and shall not waive, its sovereign immunity.

9. Professional's Insurance.

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

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

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

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(ii) *Commercial General Liability* insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000.00) each occurrence and THREE MILLION DOLLARS ($3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

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

(iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS ($1,000,000) each claim and TWO MILLION DOLLARS ($2,000,000) aggregate.

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

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

(e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.

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

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

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

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

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

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

Any business that enters into a contract for goods or services with the City of Aspen or any of its boards, agencies, or departments shall:

(a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(c) Incorporate the foregoing provisions in all subcontracts hereunder.

14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or

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indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

15. Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the City Manager of the City of Aspen (or a duly authorized official in the City Manager's absence) and if above $100,000, following a Motion or Resolution of the Council of the City of Aspen authorizing the City Manager (or other duly authorized official in the City Manager's absence) to execute the same.

16. 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.

17. 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

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obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

18. General Terms.

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

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

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

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

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

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

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

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22. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees and costs.

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

24. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Professional certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Professional or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

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

26. The Professional in performing the Services hereunder must comply with all applicable provisions of Colorado laws for persons with disability, including the provisions of §§24-85-101, *et seq*., C.R.S., and the Rules Establishing Technology Accessibility Standards, as established by the Office Of Information Technology pursuant to Section §24-85- 103(2.5) and found at 8 CCR 1501-11. Services rendered hereunder that use information and communication technology, as the term is defined in Colorado law, including but not limited to websites, applications, software, videos, and electronic documents must also comply with the latest version of Level AA of the Web Content Accessibility Guidelines (WCAG), currently version 2.1. To confirm that the information and communication technology used, created, developed, or procured in connection with the Services hereunder meets these standards, Professional may be required to demonstrate compliance upon reasonable notice and no more frequently than once per year, unless the City has a good faith basis to believe non-compliance has occurred. The Professional shall indemnify the CITY pursuant to the Indemnification section above in relation to the Professional's failure to comply with §§24-85-101, et seq., C.R.S., or the Technology Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5).

27. Additional Provisions. In addition to those provisions set forth herein and in the Contract Documents, the parties hereto agree as follows:

[X] See attached Exhibit A.

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

29. Order of Precedence of Contract Documents. The terms and conditions set forth in the City of Aspen Standard Form of Agreement establish the rights, obligations, and remedies of the parties. No additional or different terms or conditions, whether contained in bid packets, documents, order forms, or any other document or communication pertaining to the agreement will be binding upon either party unless accepted in writing by an authorized representative of that party. In the case of conflicts or inconsistencies between the City of Aspen Standard Form of Agreement and any other document attached thereto which cannot be resolved by giving effect to both provisions. documents shall control in the following order of precedence: (1) any written amendments or change orders executed by both parties; (2) Exhibit A and any other exhibits specifically negotiated between the parties; (3) the City of Aspen Standard Form of Agreement; and (4) any other attachments or referenced documents.

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

CITY OF ASPEN, COLORADO:

_____
[Signature]

By: _____

Title: _____

Date: _____

PROFESSIONAL:

Signed by:
Mike Albert
5EE57C56DE0E4D7...
_____
[Signature]

By: Mike Albert

Title: Principal

Date: 2/26/2026 | 4:35:14 PM MST

Approved as to form:

_____
City Attorney's Office

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Proposal for Aspen Pedestrian Mall Security Implementation

Aspen, Colorado
January 28, 2026

Project Description

Aspen City Council selected the "Secure the Perimeter" security design alternative at the October 6, 2025 work session. This security plan for the Wheeler intersection uses crash-rated bollards along the edge of the plaza, minimizing impacts on the historic brick to establish a consistent and visible safety boundary. The following scope describes a comprehensive list of services to prepare drawings and achieve city approvals for this security design. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion. The scope of work to be performed by Design Workshop (Landscape Architect), Sherwood Design Engineers (Civil Engineer), Evolve Structural Design (Structural Engineer), Stutsman-Gerbaz, Inc. (Cost Estimator), and Manifest Communication (Outreach Strategist) in connection with this agreement is as follows:

Scope of Services

TASK 1 – DESIGN DEVELOPMENT

The general objective for this task is to take the approved security approach through the Design Development phase with final design and details, bollards selections, colors, controller systems, footing and historic brick repair. The specific tasks to be completed are as follows:

1. Develop tree protection plans illustrating existing trees and other plant materials to be protected during the construction. Coordinate with Civil Engineer on site demolition plans illustrating existing hardscape and landscape areas that will be demolished or preserved.
2. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared. Prepare plans, cross sections and elevations for pedestrian and special vehicular pavements, entries, site furnishings and other site elements that are a part of the proposed landscape development and not a part of building structures.
3. Review and select materials and technical systems with potential fabricators and contractors in alignment with client's crash-rating preference.
4. Prepare working drawings that describe how the historic brick interfaces with the proposed bollards.
5. Prepare outline technical specifications for the above-described landscape elements of the project.
6. Coordinate with Civil Engineer on site grading and drainage for all areas including flow lines and drainage devices. Indicate utility alignments, elevations, dimensions, materials and details for proposed features.
7. Coordinate with Structural Engineer on bollard footings.
8. Conduct internal Design Development Quality Control Reviews for aesthetic and technical content.
9. Distribute 50% DD set to relevant CoA departments for comments.

The following drawings, at appropriate scales, will be provided at each submittal, unless otherwise noted:

- Cover Sheet
- L0 Series – General Information and Notes
- L1 Series – Vegetation Protection/Removal Plan
- L3 Series – Site Materials Plan
- L7 Series – Site Details and reference sections, drawn at appropriate scales, to show the landscape intent.

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- Outline technical specifications. NOTE: Design Workshop services do not include preparing Division 00 and 01 Specifications as part of its services. Client shall include Division 00 and 01 specifications adequate for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 01 Specifications.

SUBCONSULTANT DRAWINGS will be incorporated into deliverables:

- Site Civil Engineering Plans and Details (for demolition plan, grading and drainage plan, utility plans, and details)
- Site Structural Engineering Plans and Details (for bollard footings)
- Design Development level opinion of probable construction cost

DELIVERABLES:

1. 50% Design Development Documents, Outline Technical Specifications, and Opinion of Probable Cost
2. 100% Design Development Documents, Outline Technical Specifications, and Opinion of Probable Cost – Permit Set

TASK 2 – CONSTRUCTION DOCUMENTATION

The general objective for this task is to prepare final documentation drawings and specifications that incorporate the most current information regarding construction practices, client approved plan and cost estimate, permit set comments, and product specifications. The specific tasks to be completed are as follows:

1. Refine working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared. Refine plans, cross sections and elevations for pedestrian and special vehicular pavements, site furnishings and other site elements that are a part of the proposed landscape development.
2. Refine installation details of selected materials and technical systems with potential fabricators and contractors.
3. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content, and revise plans per reviews.
4. Coordinate drawings with all subconsultants. Review all Subconsultant drawings and plans for conformance to Design Workshop's design intent.
5. Provide Technical specifications (for improvements and/or site features described by the above listed drawings) in standard CSI format. (General Conditions, Special Requirements, Division 00 and Division 01 Specifications General Requirements shall be provided by Client.)
6. Distribute 50% progress set to relevant CoA departments. Track redlines and responses.

The following drawings, at appropriate scales, will be provided at each submittal, unless otherwise noted:

- Cover Sheet
- L0 Series - General Information and Notes
- L1 Series - Vegetation Protection/Removal Plan
- L3 Series – Site Materials Plan
- L4 Series – Site Layout Plan
- L7 Series – Site Details and reference sections, drawn at appropriate scales, to show the landscape intent.
- Outline technical specifications. NOTE: Design Workshop services do not include preparing Division 00 and 01 specifications as part of its services. Client shall include Division 00 and

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01 specifications adequate for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 01 Specifications.

SUBCONSULTANT DRAWINGS:

- Site Civil Plans and Details (for demolition plan, grading and drainage plan, utility plans, and details)
- Site Structural Plans and Details (for bollard footings)
- Construction Documents level opinion of probable construction cost.

DELIVERABLES:

1. 50% Construction Document Set, Technical Specifications, and Opinion of Probable Cost
2. 100% Construction Document Set, Technical Specifications, and Opinion of Probable Cost
3. Bid documents – Prepare bid tabs and documents necessary to facilitate project bidding.
4. Bid selection assistance – Participate in evaluation of bids and selection of a preferred contractor.

TASK 3 – OUTREACH

Purpose
The goal of this communications strategy is to ensure that key audiences (including downtown businesses, the Commercial Core & Lodging Commission (CCLC), local media, and the general public) are aware of and understand the Pedestrian Mall security improvements, the project timeline, and anticipated impacts.

Because the security design has been reviewed and approved by Aspen City Council and is highly technical, outreach during this phase is primarily informational and educational. The emphasis is on transparency, predictability, and reinforcing the City's proactive approach to public safety, rather than soliciting new input on design decisions.

This strategy supports the design development and construction document phase of the project and anticipates additional, more intensive outreach prior to and during construction to minimize disruption to businesses and the public.

Communications Objectives

- Clearly communicate what is happening, why and when it is happening
- Reinforce the City of Aspen's proactive investment in public safety
- Reduce uncertainty for businesses and stakeholders
- Provide consistent, reliable information at key project milestones
- Coordinate closely with the City of Aspen Communications team

Core Message
The City of Aspen is proactively improving safety at the Pedestrian Mall through thoughtful, long-term design solutions that protect pedestrians, support emergency access, and respect the Mall's historic character.

Target Audiences and Tactics

1. Business Owners and Downtown Stakeholders

Objectives

- Ensure awareness of the project and anticipated timeline
- Reduce uncertainty and concern about future construction impacts
- Provide clear points of contact and reliable information sources

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Aspen, Colorado
January 28, 2026

Tactics

- Stakeholder Briefing Event: Host an invitation-based event for business owners, CCLC members, and media to explain the project, its rationale, and anticipated timeline. Potential formats include:
  - Site walk and discussion (season-dependent)
  - Open house or happy hour at the Wheeler Opera House Vault Bar lobby
  - Lunch-and-learn to accommodate dinner-only restaurants
- Direct Business Outreach
  - City representative visits to adjacent businesses with a one-page project overview
  - Coordination with the Aspen Chamber Resort Association (ACRA) to distribute information through existing business communication channels
  - Targeted mailing or email outreach to businesses using ACRA distribution lists
- Digital Information Hub
  - Dedicated project page on Aspen.gov with:
    - Project overview
    - Timeline and milestones
    - Renderings or diagrams (as appropriate)
    - FAQs and contact information

2. Commercial Core & Lodging Commission (CCLC)

Objectives

- Keep CCLC informed and aligned
- Leverage commission members as conduits to the business community

Tactics

- Formal presentation at a CCLC meeting outlining project status, timeline, and communications approach
- Ongoing coordination with CCLC leadership to identify effective business outreach methods
- Invitation to stakeholder briefing event

3. Local Media

Objectives

- Provide accurate, contextual information
- Reinforce the City's proactive safety narrative
- Avoid speculation or misinformation

Tactics

- Project Update Press Release
  Issue a media release once key approvals or milestones are reached, focusing on:
  - Community benefits
  - Safety rationale
  - Anticipated timeline
- Earned Media Coverage
  - Coordination with reporters at Aspen Daily News, Aspen Times, and Aspen Public Radio for follow-up coverage as the project advances
- Guest Commentary
  - Opinion or commentary piece focused on public safety and pedestrian protection
  - Potential authors: Aspen Police Department leadership or a recognized security/public safety expert

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4. General Public

Objectives

- Build awareness without over-saturating interest during the planning phase
- Provide reliable, easily accessible information
- Set expectations ahead of construction

Tactics

- Updates via City of Aspen communication channels:
  - Social media
  - City newsletter
- Project updates on Aspen Community Voice
- Earned media placements in local outlets
- Clear messaging that construction-phase impacts will be communicated separately and well in advance

TASK 4 – MEETINGS + COORDINATION

SKOs: Strategic Kick-Off Meetings (SKOs) are held and the commencement of all projects. The primary purpose is to inform all team members of the purpose and organization of the project.

- Internal Strategic Kick-Off (DW and subconsultants)
- Client Strategic Kick-Off (Client, DW, subconsultants)

PROGRESS MEETINGS: It is anticipated that DW, Sherwood, Evolve, and Stutsman-Gerbazwill meet consistently to discuss the project status and coordinate work activities. Other members of the design consultant team will be brought in as needed (maximum meeting attendance referenced in subconsultant proposals). The specific tasks to be completed are as follows:

- Prepare meeting agenda including: project management update, technical plan coordination, product coordination, and deliverables update.
- Prepare meeting summary and distribute to meeting attendees.
- (8) – 1 hour Design Workshop and subconsultant coordination meetings
- (8) – 1 hour Client and consultant coordination meetings

SPECIFIC TOPIC WORK SESSIONS: The following work sessions are anticipated. Any other meetings will be additional services.

- (4) – 1.5 hours technical work sessions and coordination meetings with CoA departments (Engineering, Utilities, APD, Sanitation District, Parks, Special Events, Ambulance District, Fire Department. These may be combined or individual.

TASK 5 – CITY OF ASPEN APPROVAL PROCESS

1. **Pre-Application Meeting** – The purpose of this task is to establish project feasibility and identify requirements early. This meeting will occur once 50% DD is complete and will require coordination with relevant departments (Parks, Engineering, Utilities, Asset, etc.) and thinking through security system management (power, controls, sensors, evaluation of functionality, etc.).

   a. Contact the Community Development Department to schedule an in-person Pre-Application Conference.
   b. Prepare the Pre-Application letter to summarize:
      i. Land use review process
      ii. Estimated fees
      iii. Agencies involved

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iv. Required submissions

c. Lead the in-person Pre-Application Conference meeting
d. Develop and submit a written response as a follow up to the meeting

2. **Land Use Application** – Complete land use application submission. Applications are reviewed under Title 26 and will require compliance with Historic Preservation Design Guidelines and Commercial Design Guidelines. Most of the criteria will not apply to bollards and we will inquire about which sections can be responded to as "not applicable".

   a. Prepare Required Forms in compliance with Historic Preservation Design Guidelines and Commercial Design Guidelines. Respond "not applicable" when criteria do not apply to security scope.
      i. Land Use Application Form
      ii. Dimensional Requirements Form
      iii. HOA Compliance Form
      iv. Agreement to Pay Application Fees
      v. Public Notice Affidavit
   b. Submit Land Use Application to Community Development Department.
   c. Respond to correction letter from Community Development Department. Includes 3 rounds of revisions.

3. **Historic Preservation Commission Review** – The Aspen Pedestrian Malls are designated as historic landmarks requiring HPC approval for any changes. Unlike typical approvals requiring HPC review and feedback to Council, this project requires a more stringent approval.

   a. Prepare presentation materials describing the proposed design and treatment of the historic resource that describe compliance with Historic Preservation Guidelines (including obtaining samples and preparing graphics to convey the design).
   b. Present at up to 3 HPC meetings.

4. **Permitting Process** – The permitting phase secures official approvals to begin construction by submitting applications, drawings, and compliance documents, addressing agency comments until permits are issued. The 100% DD set, with detailed, coordinated plans and specifications that meet code requirements, guide contractors, and reduce risks will be used to submit for permit.

   a. Prepare all permit application materials and submit to the Salesforce Permit Portal:
   b. Register in the portal (takes up to two business days).
   c. Submit permit application and required documents (Construction Management Plan, ROW permits).
   d. Provide responses, as needed, to requests for information and observations as coordinate responses from subconsultants and respond on the portal

* Additional presentations to P&Z, HPC or Council will be billed as additional services on a time and materials basis. Council or HPC meetings which are continued beyond meetings listed above are additional services.

TASK 6 – CONSTRUCTION OBSERVATION

The general objective for this phase of the work is to provide observation of the landscape construction process for compliance with the drawings and specifications. DW and its subconsultants will make periodic visits to the site, as specified below, to become familiar with the progress and quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop's design intent and contract documents.

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During such visits and based on observations while at the site, DW will keep the Client informed of the progress of construction. DW and its subconsultants will endeavor to secure compliance by the Contractor to the plans and specifications. However, DW and its subconsultants will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. DW and its subconsultants may recommend rejection of work to the Client if the contractor fails to conform to the contract documents. DW and its subconsultants will not be responsible for the construction contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of DW and its subconsultants for clarification. Specific tasks to be completed are as follows:

1. Attend construction meetings, including pre-construction meeting, with contractor and his subcontractors as part of the site visit schedule. Based on the schedule, scope and complexity of project, DW is estimating three (3) site visits during construction.
2. To adequately review the structure for general conformance with design, structural engineer will need to perform a minimum of two (2) site visits during construction (prior to concrete pours) with one week prior notice and to have the necessary structure exposed and accessible during the time of our observations.
3. Provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion.
4. Respond to requests for clarifications.
5. Prepare and submit landscape architecture, civil and structural engineering related construction change directives or architectural supplemental instructions, as needed, for items designed by DW and subconsultants.
6. Review and approve product submittals, shop drawings, samples, mock-ups and other submissions of the contractor for compliance with construction documents.
7. Shop drawing review for bollards, structural steel, foundation elements, concrete reinforcing and concrete mix designs up to twenty (20) hours of engineering time.
8. Observe paving and other site hardscape (brick, etc.) layouts and quality of workmanship of materials.
9. Observe landscape grading and drainage including drains.
10. Recommend field adjustments as necessary for compliance with design intent.
11. Review as-built drawings.
12. Conduct a substantial completion walk-through to review contractor punch list.

Initial Information

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by client and shall not be liable for errors or omissions therein but may rely on the accuracy of the information provided by Client. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as additional services.

In order to begin services, Design Workshop will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A geotechnical report.
3. A copy of current site, structural, civil engineering, plumbing and electrical engineering, paving, lighting and interiors plans and details.

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Project Conditions

1. Client/Client Rep. coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders.
2. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor. Other delivery models may affect Design Workshop fees (Design-Bid-Build, GMP, Design Build, etc.)
3. Site improvements including roads, parking areas, curbs and gutters, underground utilities, final grading, and connections to the engineering drainage plan are designed and documented by Civil Engineers.
4. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
5. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents and advise the Client accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

Project Exclusions

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the client prior to commencing services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. REVISIONS TO SITE AREA OR PROJECT SCOPE OF WORK

a) Design and engineering scope of services required because of changes to the Project including, but not limited to: changes in size or location of project area, quality and complexity, schedule, program, or budget.

2. ADDITIONAL GRAPHIC DELIVERABLES

a) Alternate Design directions and/or alternate solutions after the completion of the schematic design package;
b) Preparation of marketing, fundraising, promotional, and collateral material such as renderings, graphics, etc. not listed herein;
c) Production of fully-rendered 3D (or physical) model or fly-through.

3. CERTIFICATIONS & PERMITS

a) Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein;
b) Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted.

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4. VALUE ENGINEERING

a) Value engineering work due to a change in budget allocation or change in budget after approval/completion of Documents for the Phase;
b) Value engineering work related to delivery of the project by a Construction Manager, GC, or other such Contractor of the Owner on a "shared savings" basis.

5. BRICK MOCKUPS, REPLACEMENT-IN-KIND:

a) For bricks identified as replacement-in-kind, a physical mockup can be coordinated upon request. Fees subject to detail and specification requirements, manufacturer and contractor costs.

6. CONSTRUCTION OBSERVATION (IN ADDITION TO THAT INDICATED IN THE BASE SCOPE OF SERVICES IN THIS AGREEMENT)

a) Phased document (plans and technical specifications) preparation for phased Construction Observation services, including "early bid" packages, except as defined herein;
b) Construction observation for discrete projects or items which may begin prior to completion of construction documents;
c) Additional time required in the construction observation phase other than the hours defined herein;
d) Deductive or additive change orders requested by Client after the completion of construction documents;
e) Preparation of record drawings or of measured drawings of existing conditions;
f) Rework of design documents due to misinterpretation by the Contractor, or as the result of substitution of product or materials specified.

7. MEETINGS AND SITE VISITS

a) In person, web, and site meetings in addition to the number indicated in base scope of services of this agreement.

8. SUB-CONSULTANT SERVICES

a) Only subconsultants listed herein are part of the scope of services.

Project Team

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

PRINCIPAL-IN-CHARGE: MIKE ALBERT

Mike Albert will serve as Principal-in-Charge of the Aspen Pedestrian Mall Security Implementation and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

PROJECT MANAGER: MEG PLUMB

Meg Plumb will serve as the Project Manager for the Aspen Pedestrian Mall Security Implementation and will also be responsible for leading the planning and design efforts associated with the work. Their

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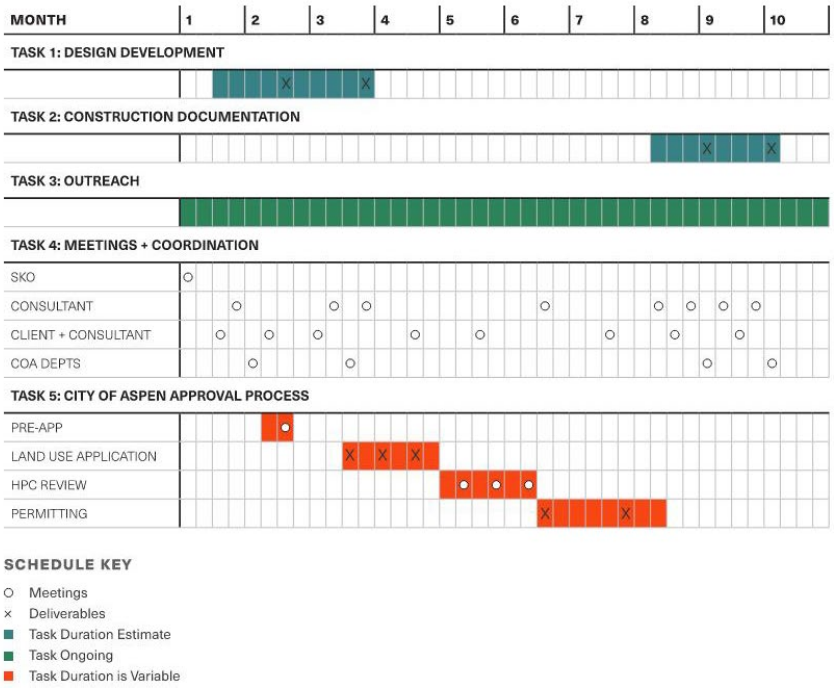
responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of the Design Workshop's consultant team.

Schedule

Design Workshop is prepared to begin services in mid-February upon receipt of a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated:

Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following schedule is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.



Fees & Expenses

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of $342,000.

Design Workshop shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the construction phase is commenced. When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed by Design Workshop or its consultants on those portions.

When compensation is on a lump sum, Design Workshop's fee shall be equitably adjusted if the scope of the work is increased by change order(s) or the cost or price of construction is increased by at least 10% of the budget. Such equitable adjustment shall be based on the percentage increase in the cost or price of construction.

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Proposal for Aspen Pedestrian Mall Security Implementation

Aspen, Colorado
January 28, 2026

The estimated fees are as follows:

		Design Workshop	Sherwood	Evolve	Manifest Comm	Stutsman
Task 1	Design Development	$35,000	$65,000	$6,000	-	$4,500
Task 2	Construction Documentation	$45,000	$57,500	$4,000	-	$4,500
Task 3	Outreach	$6,000	-	-	$17,550	-
Task 4	Meetings + Coordination	$20,000	$7,500	$6,000	$7,450	$2,000
Task 5	City of Aspen Approval Process	$30,000	$15,000	-	-	-
Task 6	Construction Observation	Time & Materials	Time & Materials	$9,000	-	-
Total Professional Fees (Labor Only)		**$136,000**	**$145,000**	**$25,000**	**$25,000**	**$11,000**

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to: travel, photography, phone charges, video conference charges, and printing expenses, shall be billed at Design Workshop's cost, plus fifteen percent (15%). The following expenses are anticipated:

Design Workshop	$2,000 estimate *Includes travel, photography, and printing expenses*
Sherwood – Site visits	$3,000 per visit. 4 trips anticipated = $12,000 *Estimated and based on a per trip basis. Should additional trips be required they will be based on this estimated per each.*
Evolve – Site visits	Plan for $2,000 $450 per visit *Fixed rate includes 60 minutes maximum at site or in meeting by an engineer, additional time or parties will be billed at applicable hourly rates*

TOTAL $358,000

Additional Services

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include, but are not limited to: redesign of previously approved work, major revisions to program, and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services

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shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

Taxes

Any taxes or fees (local, state, or federal) based on gross receipts or revenues will be added to amounts due under this contract.

Additional Notes

If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by DW, then Client shall notify Design Workshop of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by DW or its consultants without obtaining DW's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against DW and to release DW from any liability arising directly or indirectly from such changes not consented to by DW. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DW, including DW's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Unless required solely as a result of DW's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Permit Sets were originally prepared, any changes to the design requested or required to be made after DW's completion of the set of 100% Design Development Documents and 100% Permit Sets shall be an Additional Service and shall be performed on a time and materials basis.

In the event Client uses DW's work product without retaining DW to either finalize the Construction Documents or to perform construction observation services, Client releases DW and DW's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless DW and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

Client shall include in its agreement with the contractor a warranty on behalf of the contractor that its work will conform to the requirements of the plans and specifications prepared by Design Workshop and any other applicable contract documents. Client shall also include in its agreement with the contractor a requirement that the contractor not deviate from or change Design Workshop's design without prior written approval from Design Workshop. Client shall provide Design Workshop with a complete copy of the executed agreement between Client and the contractor, including all exhibits, specifications, and addenda.

It is assumed for purposes of this Proposal that either the Client or Representative, Contractor or a separate consultant retained by the Client will act as the Construction Administrator or Manager. DW's role during Construction Observation does not include any administrative or project management responsibilities.

Client understands that construction observation is a part of DW's process and its subconsultants process and enables DW to observe the construction in progress at appropriate intervals to inform the

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owner of the progress and quality of the work. Construction observation services also enable DW to instruct and inform the contractor and owner of any issues observed and create a record of any problems observed. If Client does not retain DW to perform construction observation services, then Client understands and accepts the risk that the failures by the contractor to properly follow and implement the design intent of the contract documents may be missed.

Payment Terms

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of $65 (sixty-five dollars) per hour.

Acceptance

1. This Agreement is entered into between Design Workshop, Inc. and City of Aspen, owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: _____ Date: _____

Title: _____

APPROVED BY CLIENT

By: _____ Date: _____

Title: _____

CITY OF ASPEN

STAFF REPORT

TO: Mayor and City Council

FROM: Andy Rossello, Senior Project Manager

THROUGH: Ryan Loebach, Utilities Deputy Director
Erin Loughlin Molliconi, Utilities Director

MEETING DATE: March 10th, 2026

SUBJECT: Resolution #024 and #025 Series of 2026 – Construction Contract: Koch Park to City Market Electric Circuit Replacement

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INTENDED OUTCOME:
Staff request a contract award to Stutsman Gerbaz Inc. in the amount of $2,855,848.58 for the construction of the Koch Park to City Market Electric Circuit Replacement Project. Award of this contract keeps staff on schedule to complete the planned 15-year electric cable replacement projects by 2036. This project works to accomplish the City Council goal of infrastructure resiliency by proactively replacing systems before failure.

EXECUTIVE SUMMARY:
The City of Aspen electrical distribution cable infrastructure is aging and has been programmed for replacement over a 15-year period. This proposed construction project is year five (5) of 15 and will replace 7 blocks of aging, direct-bury distribution cable with new cable in conduit, as well as partnering with the IT Department to assist in completion of the City fiber loop. This project works to accomplish the City Council goal of infrastructure resiliency by proactively replacing systems before they fail and sizing conduit to facilitate future electrical replacement without extensive digging.

DISCUSSION:
The City of Aspen's electric distribution system consists of 30-plus-year-old electric cable, directly buried in the ground. This cable is approaching the end of its designed lifespan. City staff have developed a 15-year cable replacement plan to replace this aging infrastructure with new cable installed in conduit for better protection and to facilitate quicker cable repair and replacement in the future with minimized excavation. Previous phases of the 15-year replacement project are complete while remaining under budget. Council has previously approved the design of this project scope via Resolution #70 Series of 2025.

For the Koch Park to City Market electric circuit replacement design, staff worked with consultant engineers to develop plans that meet all current energy codes, City construction requirements, and address other City Department needs. Staff coordinated closely with IT through the design process to re-route City fiber optic cable and conduit to complete the City's "fiber ring" and has coordinated joint trenching to minimize public disturbance. Additionally, work is currently being coordinated with private development projects within the construction corridor to save costs and impacts within the public right of way (ROW).

Construction progress will be monitored by City Staff. Upon project construction completion, the cable and conduit systems provide adequate electrical capacity to meet current demands, facilitate future cable repair/replacement projects, and accommodate future replacements that will not require extensive digging.

BASIS FOR VENDOR SELECTION:
City staff solicited proposals from qualified construction firms to construct this circuit replacement project. Staff solicited proposals in a public forum using Rocky Mountain Bidnet and received two responsive, responsible bids. A team of City staff members evaluated the proposal. The proposal was reviewed utilizing the following criteria that were outlined in the Request for Proposal (RFP):

- Cost
- Demonstrated experience in City of Aspen alleyways
- Use of advanced locating techniques
- Contractor's written approach to the project

Staff recommend proceeding with contract award with Stutsman Gerbaz due to the following:

- The proposed bidder's costs were within the proposed project budget.
- The proposed bidder's costs were the lowest of all bids received.
- The proposed bidder had the most comprehensive written approach to the project
- The proposed bidder has extensive experience constructing utility projects within the City of Aspen

FINANCIAL IMPACTS:
Staff received two proposals. The costs are summarized below:

Stutsman Gerbaz, Inc.	$2,855,848.58
Altitude Energy	$4,139,145.00

Additionally, Staff requests a contingency budget to be reserved and approved for release by staff with City Manager Approval via resolution #025 Series of 2026. The proposed project funding and expenditures are outlined below:

Total Project Expenditures

Stutsman Gerbaz, Inc.	$2,855,848.58
Contingency (10% of the above contract)	$ 285,584.86
Total	**$3,141,433.44**

Funding Budgeted

Utilities Funding (431 Electric Fund):	
Project 51595 Paepcke Park to City Market Circuit Replacement – Construction	$2,063,191.00
Project 51726 Koch to City Market Circuit Replacement – Construction	$1,052,910.00
IT Funding (510 Information Technology Fund):	
Project 51743 Fiber Conduit Paepcke Park to City Market	$ 31,564.00
Project 51744 Fiber Conduit Koch Park to City Market	$ 100,000.00
Total	**$3,247,665.00**

Funds budgeted from the sources listed above are a combination of carry-forward requests in the 2026 Spring Supplemental request and authorized 2026 funds. Staff is seeking approval for carry forward requests in the 2026 Springs Supplemental Ordinance. The table below summarizes the carry forward and authorized budget amounts for each funding source.

Project Number	Fund	2026 Carry Forward Requested in Spring Supplemental	2026 Authorized Budget	Budget Totals
51595	431 Electric	$ 663,191.00	$ 1,400,000.00	$ 2,063,191.00
51726	431 Electric	$ 52,910.00	$ 1,000,000.00	$ 1,052,910.00
51743	510 Information Technology	$ 31,564.00	$ -	$ 31,564.00
51744	510 Information Technology	$ -	$ 100,000.00	$ 100,000.00
		$ 747,665.00	**$ 2,500,000.00**	**$ 3,247,665.00**

ENVIRONMENTAL IMPACTS:

Replacement of aging, direct-bury electric cable systems with cable and conduit allows for future cable repairs and/or replacement without the need for extensive excavation within the City's alleys and right-of-way.

RECOMMENDATIONS:
Staff requests that Council approves the construction contract with Stutsman Gerbaz, Inc. for $2,855,848.58 for the Koch to City Market Circuit Replacement. Additionally, staff requests the approval of a contingency budget of $285,584.86 to be released under the administrative authority of the City Manager.

ALTERNATIVES:
Staff believes this is a critical project to continue to provide reliable electrical service to all customers within our service territory. Alternatively, the City can continue spot repairs on the existing buried cables as may be required by cable failure, which requires excavation and disturbance to the traveling public to accomplish. Should this cable not be replaced, City staff anticipates increased electric service disruptions for utility customers until the cable ultimately fails.

CITY MANAGER COMMENTS:

ATTACHMENTS:

Attachment A – Contract for Construction with Stutsman Gerbaz, Inc.

Attachment B – Resolution # 024 of 2026

Attachment C – Resolution # 025 of 2026

Attachment D– Map of Circuit Replacement Project

RESOLUTION #024
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF ASPEN AND STUTSMAN GERBAZ, INC. 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 the construction of electrical infrastructure, between the City of Aspen and Stutsman Gerbaz, Inc, a true and accurate copy of which is attached hereto as Exhibit "A";

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

That the City Council of the City of Aspen hereby approves that Contract for Construction of electrical infrastructure in Aspen, between the City of Aspen and Stutsman Gerbaz, Inc., a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 10th day of March 2026.

_____
Rachael Richards, 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, March 10th, 2026.

_____
Nicole Henning, City Clerk

RESOLUTION #025
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, AUTHORIZING THE CITY MANAGER TO EXERCISE ADMINISTRATIVE OVERSIGHT OF CHANGE ORDERS THAT ARE WITHIN THE APPROVED 2026 BUDGET FOR CITY PROJECT #51595 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CHANGE ORDERS ON BEHALF OF THE CITY OF ASPEN COLORADO.

WHEREAS, there has been submitted to the City Council a contract for the construction of electrical infrastructure in Aspen, Colorado, between the City of Aspen and Stutsman Gerbaz, Inc., in the amount of $2,855,848.58 (Resolution #024 Series of 2026).

WHEREAS, City Council has determined it is in the best interest of the City of Aspen to authorize the City Manager to exercise administrative oversight of change orders for an amount not to exceed $285,584.86 and execute said change orders on behalf of the City of Aspen, Colorado.

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

That the City Council of the City of Aspen does hereby authorize the City Manager to exercise administrative oversight of any change orders for an amount not to exceed $285,433.04 and execute said change orders on behalf of the City of Aspen, Colorado.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 10th day of March 2026.

_____
Rachael Richards, 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, March 10th, 2026.

_____
Nicole Henning, City Clerk

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CITY OF ASPEN

STANDARD CONTRACT FOR CONSTRUCTION
2025-412 Koch Park to City Market Electric Circuit Replacement

THIS CONTRACT, made and entered into on the 9th of February, 2026, by and between the **CITY OF ASPEN**, Colorado, hereinafter called the "City", and Stutsman-Gerbaz Inc. hereinafter called the "Contractor".

THEREFORE, in consideration of the mutual covenants and Contracts herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction of Project. Contractor agrees to furnish all labor, materials, tools, machinery, equipment, temporary utilities, transportation, and any other facilities needed therefor, and to complete in a good, workmanlike and substantial manner the Project as described in the Scope of Work and/or Proposal appended hereto as **Exhibit "A"** which is incorporated herein as if fully set forth (the "Project").

2. Plans and Specifications, Compliance with Laws. The Project is to be constructed and completed in strict conformance with the Scope of Work and/or Proposal appended hereto for the same approved in writing by the parties hereto. The Project shall also be constructed and completed in strict compliance with all laws, ordinances, rules, regulations of all applicable governmental authorities, and the City of Aspen Procurement Code, Title 4 of the Municipal Code, including the approval requirements of Section 4-08-040. Contractor shall apply for and obtain all required permits and licenses and shall pay all fees therefor and all other fees required by such governmental authorities.

3. Payments to Contractor. In consideration of the covenants and Contracts herein contained being performed and kept by Contractor, including the supplying of all labor, materials and services required by this Contract, and the construction and completion of the Project, City agrees to pay Contractor a sum not to exceed ($**2,855,848.58**) DOLLARS or as shown on **Exhibit "A"**.

4. Commencement and Completion. Contractor agrees to commence work hereunder immediately upon execution hereof, to prosecute said work thereafter diligently and continuously to completion, and in any and all events to substantially complete the same not later than December 31st, 2026, subject to such delays as are permissible under the "Extension of Time for Completion" section of this Contract.

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5. Payment of Bills and Charges. Contractor shall pay promptly all valid bills and charges for material, labor, machinery, equipment or any other service or facility used in connection with or arising out of the Project and shall obtain periodic releases from all subcontractors and material suppliers supplying labor or materials to the Project concurrently with Contractor's delivering any payment to such subcontractors and material suppliers. Contractor shall indemnify and hold City and City's officers, employees, agents, successors and assigns free and harmless against all expenses and liability suffered or incurred in connection with the claims of any such subcontractors or material suppliers, including but not limited to court costs and attorney's fees resulting or arising therefrom; provided that Contractor shall be excused from this obligation to the extent that City is in arrears in making the payments to Contractor. Should any liens or claims of lien be filed of record against the Property, or should Contractor receive notice of any unpaid bill or charge in connection with construction of the Project, Contractor shall immediately either pay and discharge the same and cause the same to be released of record, or shall furnish City with the proper indemnity either by title policy or by corporate surety bond in the amount of 150% of the amount claimed pursuant to such lien.

6. Releases. Contractor shall, if requested by City, before being entitled to receive any payment due, furnish to City all releases obtained from subcontractors and material suppliers and copies of all bills paid to such date, properly receipted and identified, covering work done and the materials furnished to the Project and showing an expenditure of an amount not less than the total of all previous payments made hereunder by City to Contractor.

7. Hierarchy of Project Documents. This Contract and the Proposal or Scope of Work appended hereto as **Exhibit "A"** are intended to supplement one another. Contract Documents shall also include General Conditions for Construction Contracts and Special Conditions appended hereto. However, in case of conflict this Contract for Construction shall control.

8. Changes in the Work. Should the City at any time during the progress of the work request any modifications, alterations or deviations in, additions to, or omissions from this Contract or the Proposal/Scope of Work, it shall be at liberty to do so, and the same shall in no way affect or make void this Contract; but the amount thereof shall be amortized over the remaining term of this Contract and added to or deducted, as the case may be, from the payments set forth in Paragraph 3 above by a fair and reasonable valuation, based upon the actual cost of labor and materials. This Contract shall be deemed to be completed when the work is finished in accordance with the original Proposal or Scope of Work as amended or modified by such changes, whatever may be the nature or the extent thereof. The rule of practice to be observed in fulfillment of this paragraph shall be that, upon the demand of either City or Contractor, the character and valuation of any or all changes, omissions or extra work shall be agreed upon and fixed in writing, signed by City and Contractor, prior to performance.

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9. Contractor's Failure to Perform. Should Contractor, at any time during the progress of the work, refuse or fail to supply sufficient material or workmen for the expeditious progress of said work or fail to perform any other provisions of this Contract, City may, upon giving notice in writing to Contractor as provided herein and upon Contractor's failure to remedy any such failure within 3 days from receipt of such notice, terminate this Contract and provide the necessary material and workmen to finish the work and may enter upon the Property for such purpose and complete said work. The expense thereof shall be deducted from the payments remaining under Paragraph 3 above, or if the total cost of the work to City exceeds the amount of such remaining payments, Contractor shall pay to City upon demand the amount of such excess in addition to any and all other damages to which City may be entitled. In the event of such termination, City may take possession of all materials, equipment and appliances belonging to Contractor upon or adjacent to the Property upon which said work is being performed and may use the same in the completion of said work. Such termination shall not prejudice or be exclusive of any other legal rights which City may have against Contractor.

10. Extension of Time for Completion. Time is of the essence of this Contract and Contractor shall substantially complete the work during the time provided for herein. However, the time during which Contractor is delayed in said work by (a) the acts of City or its agents or employees or those claiming under Contract with or permission from City, or (b) the acts of God which Contractor could not have reasonably foreseen and provided against, or (c) unanticipated stormy or inclement weather which necessarily delays the work, or (d) any strikes, boycotts or obstructive actions by employees or labor organizations and which are beyond the control of Contractor and which it cannot reasonably overcome, or (e) the failure of City to make progress payments promptly, shall be added to the time for completion of the work by a fair and reasonable allowance. Contractor recognizes, however, that the site of the work is in the Rocky Mountains at a high elevation where inclement whether conditions are common. This fact has been considered by Contractor in preparing its Proposal and or agreeing to the Scope of Work. Furthermore, Contractor shall have the right to stop work if any payment, including payment for extra work, is not made to Contractor as provided in this Contract. In the event of such nonpayment, Contractor may keep the job idle until all payments then due are received.

11. Unforeseen Conditions. It is understood and agreed that Contractor, before incurring any other expenses or purchasing any other materials for the Project, shall proceed to inspect the work site and all visible conditions and that if, at the time of inspection therefor, the Contractor finds that the proposed work is at variance with the conditions indicated by the Proposal, Scope of Work, or information supplied by City, or should Contractor encounter physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract or inherent in a work site located in the Rocky Mountains, Contractor shall so notify City, and City shall at that time have

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the right and option to immediately cancel and terminate this Contract or to instruct Contractor to continue the work and add the additional amount attributable to such unforeseen conditions to the payments due Contractor as set forth above.

It is agreed that in the event of any cancellation by City in accordance with this section, Contractor shall be paid the actual costs of the work done prior to the time of cancellation. In computing such costs, building permit fees, insurance and such financing and title charges as are not refundable shall be included; provided that supervision time, office overhead and profit shall not be included in such costs to be refunded to Contractor by reason of such cancellation.

12. Acceptance by City. No payment hereunder nor occupancy of said improvements or any part thereof shall be construed as an acceptance of any work done up to the time of such payment or occupancy, but the entire work is to be subject to the inspection and approval of City at the time when Contractor notifies City that the Project has been completed.

13. Notice of Completion; Contractor's Release. City agrees to sign and file of record within five (5) days after the substantial completion and acceptance of the Project a Notice of Completion. If City fails to so record the Notice of Completion within said five (5) day period, City hereby appoints Contractor as City's agent to sign and record such Notice of Completion on City's behalf. This agency is irrevocable and is an agency coupled with an interest. Contractor agrees upon receipt of final payment to release the Project and property from any and all claims that may have accrued against the same by reason of said construction. If Contractor faithfully performs the obligations of this Contract on its part to be performed, it shall have the right to refuse to permit occupancy of any structures by City or City's assignees or agents until the Notice of Completion has been recorded and Contractor has received the payment, if any, due hereunder at completion of construction, less such amounts as may be retained pursuant to mutual Contract of City and Contractor under the provisions of Paragraph 3 above.

14. Indemnification. Contractor 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, contractor error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arises out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to

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provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor, 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 Contractor for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

15. Insurance.

a. The Contractor 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 Contractor pursuant to the terms of this Contract. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the terms of this Contract 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. Contractor shall procure and maintain and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed in the Supplemental Conditions. If the Supplemental Conditions do not set forth minimum insurance coverage, then the minimum coverage shall be as set forth below. Such coverage shall be procured and maintained with forms and insurance acceptable to City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the terms of this Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

2. *Commercial General Liability* insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000.00) each occurrence and THREE MILLION DOLLARS ($3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for

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contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

3. *Comprehensive Automobile Liability* insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) aggregate with respect to each Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this Section shall be met by each employee of the Contractor providing services to the City under this contract.

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

d. The certificate of insurance provided to the City of Aspen shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City of Aspen 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 coverage 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 of Aspen.

e. In addition, these Certificates of Insurance shall contain the following clauses:

Underwriters and issuers shall have no right of recovery or subrogation against the City of Aspen, it being the intention of the parties that the insurance policies so effected shall protect all parties and be primary coverage for any and all losses covered by the above-described insurance. To the extent that the City's insurer(s) may become liable for secondary or excess coverage, the City's underwriters and insurers shall have no right of recovery or subrogation against the Contractor.

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The insurance companies issuing the policy or policies shall have no recourse against the City of Aspen for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the above-described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Proposer.

Location of operations shall be: "All operations and locations at which work in connection with the referenced project is done."

Certificates of Insurance for all renewal policies shall be delivered to the Architect at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on the expiration date of this Contract or thereafter.

f. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, 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. All moneys so paid by City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against moneys due to Contractor from City.

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

16. Termination by the Owner for Convenience.

a. In addition to the provisions of termination set forth in the General Conditions, the Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

b. Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall

(1) cease operations as directed by the Owner in the notice.

(2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work.

and

(3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

c. In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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17. Damage or Destruction. If the Project is destroyed or damaged by any accident or disaster, such as fire, storm, flood, landslide, earthquake, subsidence, theft or vandalism, any work done by Contractor in rebuilding or restoring the work shall be paid for by City as extra work under Paragraph 8 above. If, however, the estimated cost of replacement of the work already completed by Contractor exceeds twenty (20%) percent of the insured sum set forth in Paragraph 15 above, City shall have the option to cancel this Contract and, in such event, Contractor shall be paid the reasonable cost, including net profit to Contractor in the amount of ten (10%) percent, of all work performed by Contractor before such cancellation.

18. Notices. Any notice which any party is required or may desire to give to any other party shall be in writing and may be personally delivered or given or made by United States mail addressed as follows:

To City:

City of Aspen

Andy Rossello

427 Rio Grande Place

Aspen, Colorado 81611

To Contractor:

Stutsman-Gerbaz Inc.
30376 State Highway 82
Snowmass, CO 91654
US

subject to the right of either party to designate a different address for itself by notice similarly given. Any notice so given, delivered, or made by United States mail, shall be deemed to have been given the same day as transmitted by telecopier or delivered personally, one day after consignment to overnight courier service such as Federal Express, or two days after the deposit in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid.

19. Inspections; Warranties.

a. Contractor shall conduct an inspection of the Project prior to final acceptance of the work with City.
b. Contractor shall schedule and cause to be performed all corrective activities necessitated as a result of any deficiencies noted on the final inspection prior to acceptance. The costs of material and/or labor incurred in connection with such corrective activities shall not be reimbursed or otherwise paid to Contractor.

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c. Contractor shall obtain, at City's expense, third party warranty contracts (to be entered into by City).

20. Licensure of Contractor**.** Contractor hereby represents and warrants to City that Contractor is duly licensed as a general contractor in the State of Colorado, and if applicable, in the County of Pitkin.

21. Independent Contractor. It is expressly acknowledged and understood by the parties that nothing in this Contract shall result in or be construed as establishing an employment relationship. The Contractor shall be, and shall perform as, an independent the Contractor who agrees to use his best efforts to provide the Work on behalf of the City. No agent, employee, or servant of the Contractor shall be, or shall be deemed to be, the employee, agent, or servant of the City. The City is interested only in the results obtained under the Contract Documents. The manner and means of conducting the Work are under the sole control of the Contractor. None of the benefits provided by the City to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from the City to the employees, agents, or servants of the Contractor. The Contractor shall be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, servants, and subcontractors during the performance of the Contract.
THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION BENEFITS AND SHALL BE OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THE CONTRACT.

22. Assignment. This Contract is for the personal services of Contractor. Contractor shall not transfer or assign this Contract or its rights and responsibilities under this Contract nor subcontract to others its rights and responsibilities under this Contract, and any attempt to do so shall be void and constitute a material breach of this Contract.

23. Successors and Assigns. Subject to paragraph 22, above, this Contract shall be binding on, and shall inure to the benefit of, City and Contractor and their respective successors and assigns.

24. Entire Contract. This Contract contains the entire Contract between City and Contractor respecting the matters set forth herein and supersedes all prior Contracts between City and Contractor respecting such matters.

25. Waivers. No waiver by City or Contractor of any default by the other or of any event, circumstance or condition permitting either to terminate this Contract shall constitute a waiver of any other default or other such event, circumstance or condition, whether of the same or of any other nature or type and whether preceding, concurrent or succeeding; and no failure or delay by either City or Contractor to exercise any right arising by reason of any default by the other shall prevent the exercise of such right while the defaulting party continues in default,

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and no waiver of any default shall operate as a waiver of any other default or as a modification of this Contract.

26. Remedies Non-Exclusive. No remedy conferred on either party to this Contract shall be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy.

27. Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of Colorado. Venue for any action at law or equity shall be Pitkin County.

28. Attorneys' Fees. If either party to this Contract shall institute any action or proceeding to enforce any right, remedy or provision contained in this Contract, the prevailing party in such action shall be entitled to receive its attorneys' fees in connection with such action from the non-prevailing party.

29. Severability. Any provision in this Contract, which is held to be inoperative, unenforceable or invalid shall be inoperative, unenforceable or invalid without affecting the remaining provisions, and to this end the provisions of this Contract are declared to be severable.

30. Nondiscrimination. During the performance of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, sexual orientation, being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sex, age, sexual orientation, handicapped, a disadvantaged person, or a disabled or Vietnam era veteran. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Any business that enters into a contract for goods or services with the City of Aspen or any of its boards, agencies, or departments shall:

a. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

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b. Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

The foregoing provisions shall be incorporated in all subcontracts hereunder.

31. Prohibited Interest. No member, officer, or employee of the City of Aspen, Pitkin County or the Town of Snowmass Village shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

32. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflict of Interest:

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

b. The Contractor agrees not to give any employee or former 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 of 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 Contract or to any solicitation or proposal therefor.

c. It shall be a material breach of the Contract for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a Subcontract or order. The Contractor is prohibited from inducing, by any means, any person employed under this Contract to give up any part of the compensation to which he/she is otherwise entitled. The Contractor shall comply with all applicable local, state and federal "anti-kickback" statutes or regulations.

33. Payments Subject to Annual Appropriations. If the contract awarded extends beyond the calendar year, nothing herein shall be construed as an obligation by the City beyond any amounts that may be, from time to time, appropriated by the City on an annual basis. It is understood that payment under any contract is conditional upon annual appropriation of funds by said governing body and that before providing services, the Contractor, if it so requests, will be advised as to the status of funds appropriated for services or materials and shall not be obligated to provide services or materials for which funds have not been appropriate.

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34. Waiver and Amendment. 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.

35. 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.

36. Additional Provisions. In addition to those provisions set forth herein and in the Contract Documents, the parties hereto agree as follows:

[ ] No additional provisions are adopted.

[X] See attached Exhibit A.

[X] See attached General Conditions.

[ ] See attached Special Conditions.

[ ] See attached Technical Specifications.

[X] Performance, Maintenance, and Payment Bonds

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

CITY OF ASPEN, COLORADO:	PROFESSIONAL:
_____	Signed by: Adam Fortier 3DA8CFF29A4A429...
[Signature]	[Signature]
By: _____	By: Adam Fortier
Title: _____	Title: Chief Financial Officer
Date: _____	Date: 2/25/2026 | 12:02:57 PM MST

_____

City Attorney's Office

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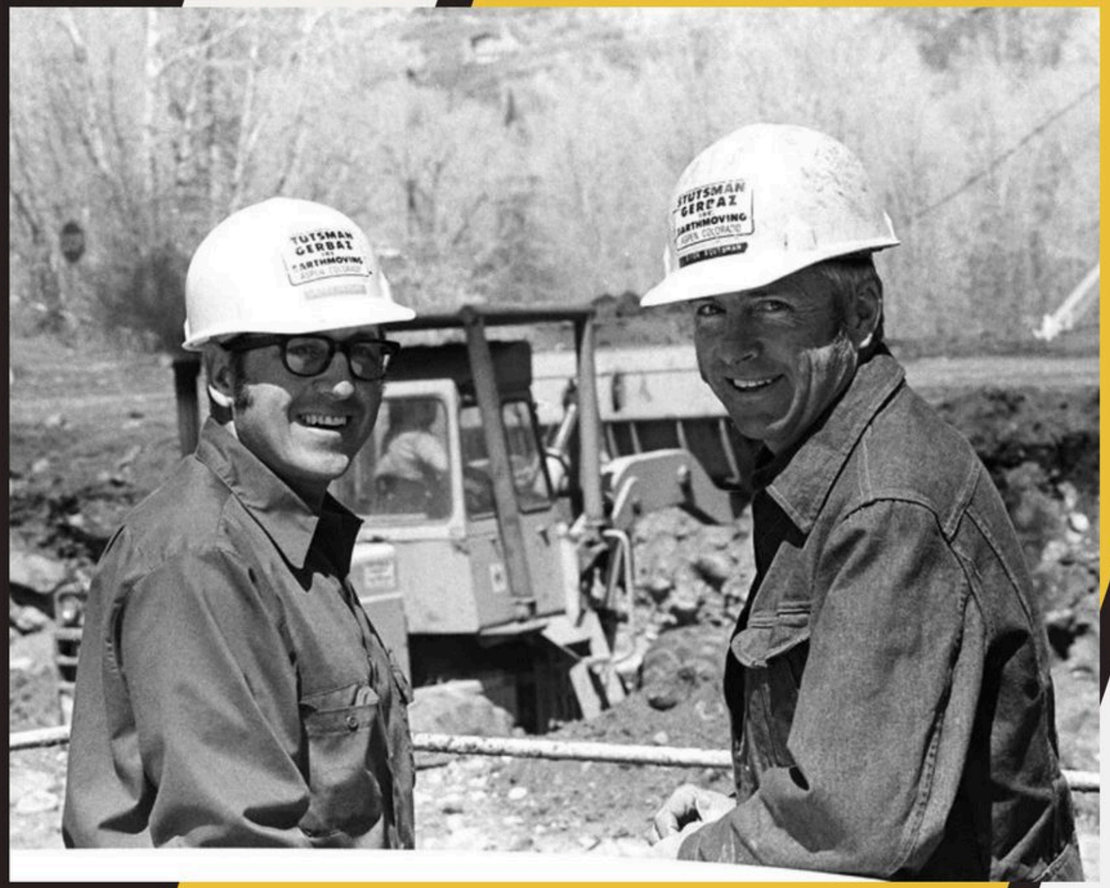
STUTSMAN GERBAZ inc. EARTHMOVING ASPEN, COLORADO Since 1960

About Us

Founded in 1960, Stutsman-Gerbaz has been part of The Roaring Fork Valley's most prominent projects, custom homes and several of the areas most sensitive, environmental, and historical projects.

We have played an instrumental part in the growth and development of Aspen, Snowmass, and The Roaring Fork Valley. Our commitment to safety, quality, and the environment is second to none.



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STUTSMAN GERBAZ Inc. EARTHMOVING
ASPEN, COLORADO
Since 1960

Our Services



Earthmoving



Demolition



Utilities



Shoring

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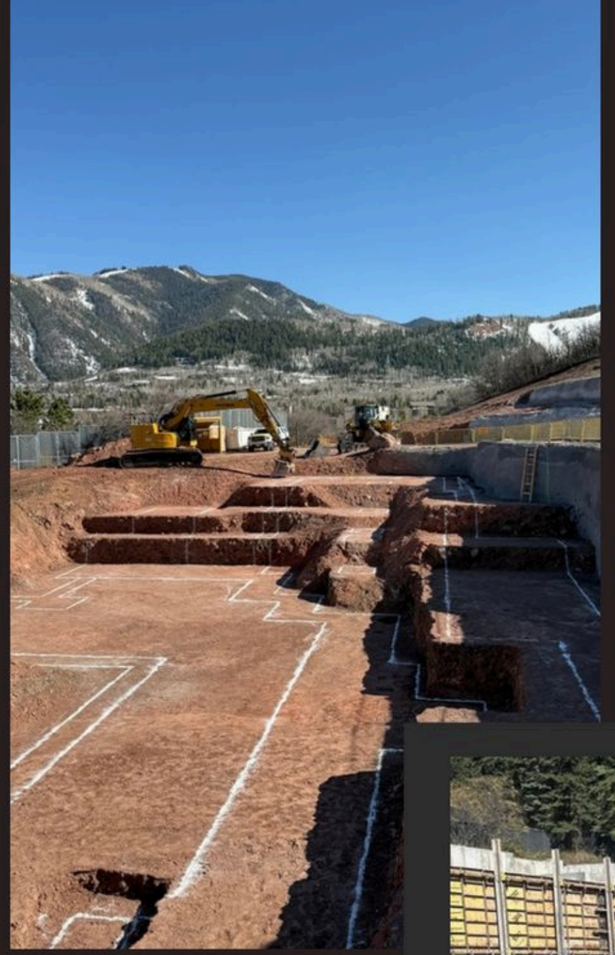
STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO
Since 1960

Earthmoving *Residential*

Our residential team specializes in the most intricate excavations providing unmatched service in the high-end residential market.









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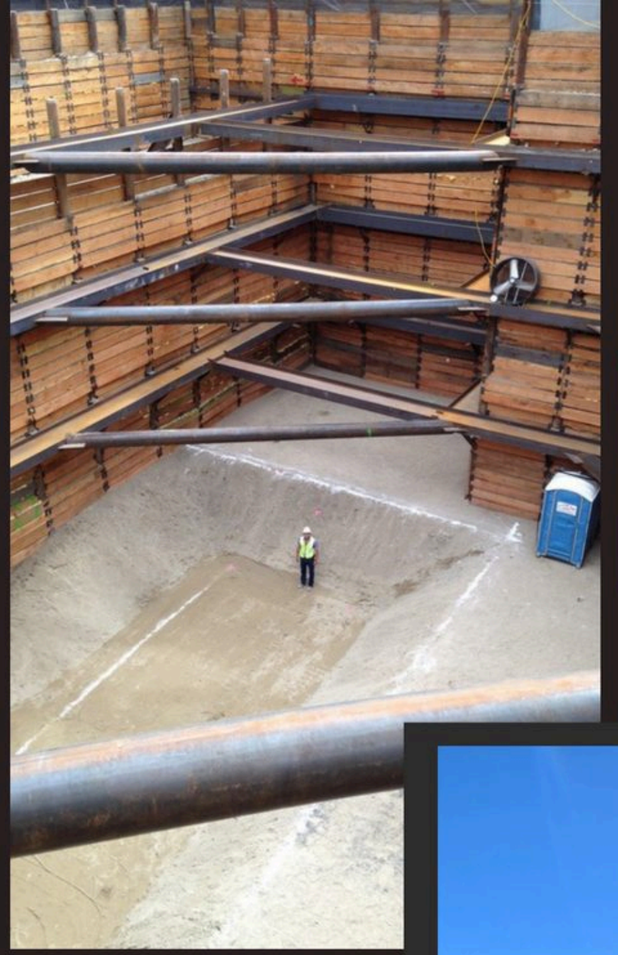
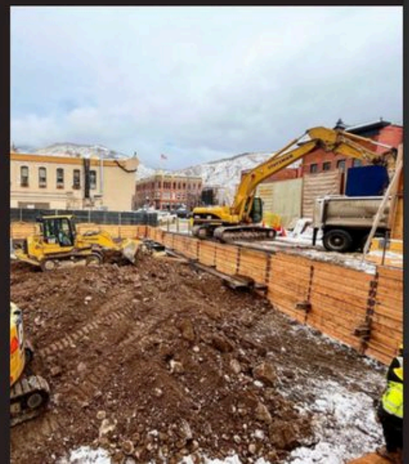
STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO
Since 1960

Earthmoving *Commercial*

Our commercial team has completed some of the deepest and most complex projects in the historic downtowns of Aspen and Basalt.









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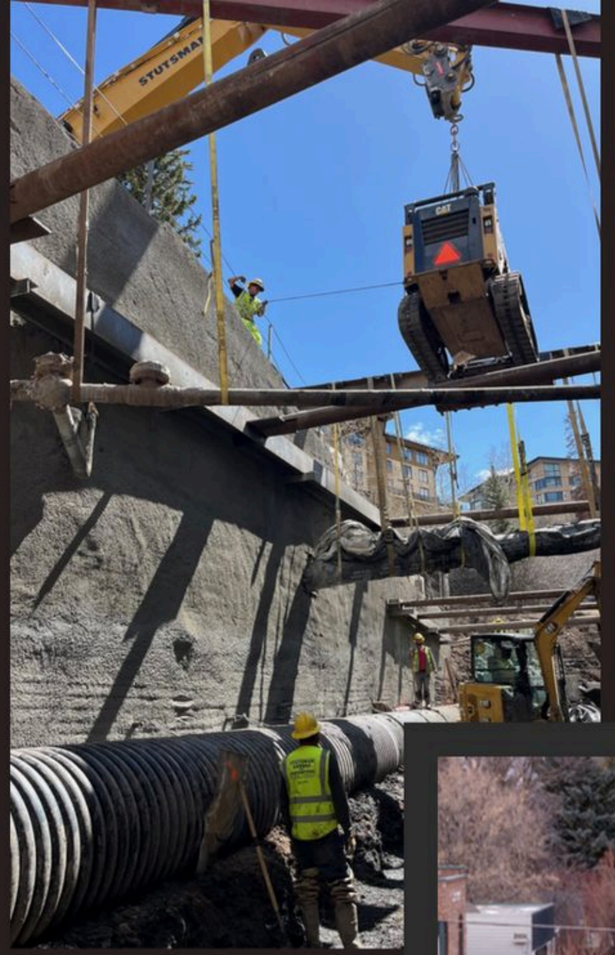
STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO
Since 1960

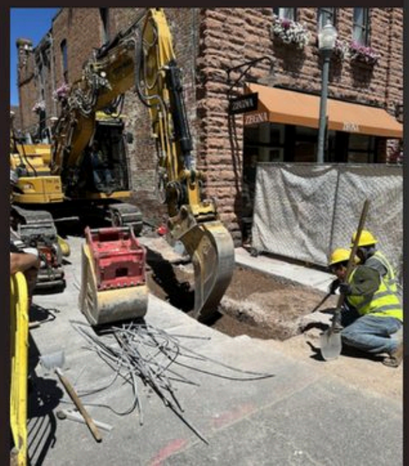
Earthmoving *Municipal*

Our municipal team has been responsible for completing some of the area's most sensitive and technically difficult projects ranging from entire streetscape renovations to emergency infrastructure repairs.









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STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO
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Earthmoving *Environmental*

Our environmental team has been tasked with restoring and repairing some of the area's most cherished landmarks and watersheds including Hallam Lake at the ACES Nature Preserve.









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STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO
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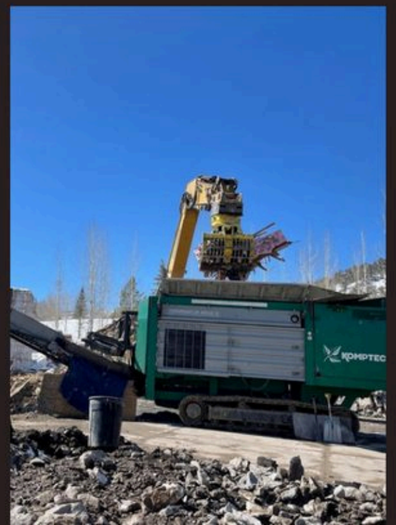
Demolition

Our demolition team has successfully completed some of the area's most significant and technical demolition projects in the Valley.









Green Halo Waste Diversion

Project Name	Recovery Percentage	Project Size
E Sopris Creek Rd	84.88%	8,120 sq ft
Buttermilk	90.29%	21,433 sq ft
Nore Trust	64.82%	3,841 sq ft
Willoughby Way	97.23%	1,193 sq ft
Owl Creek Ranch Rd	83.87%	13,059 sq ft
Willoughby Way	78%	6,640 sq ft
Willoughby Way	84.88%	4,093 sq ft

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STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO
Since 1960

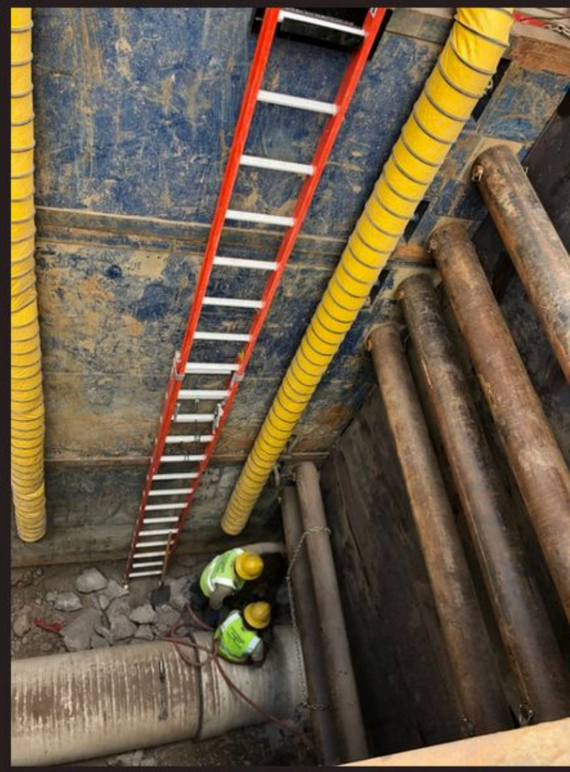
Utilities

Our expert utilities team is experienced in the most technical and demanding utility projects in the Valley.

From emergency repair to new utility installation our team has what it takes to quickly and efficently complete any job with the least possible impact.









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STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO
Since 1960

Shoring

Our soils stabilization team delivers a full range of shoring solutions to support excavations, foundations, and adjacent structures.

We assess site-specific conditions and implement engineered, code-compliant shoring systems that prioritize safety, structural integrity, and efficient project execution.









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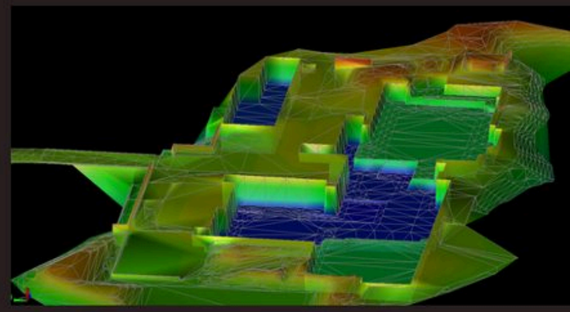
STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO
Since 1960

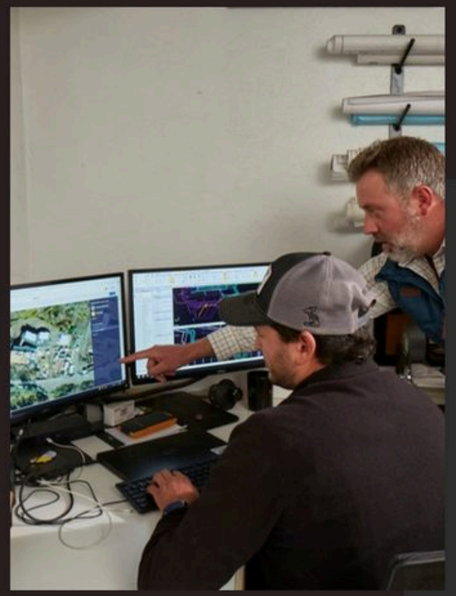
Technology

Our technology team comes with the latest Trimble hardware and software. Trimble allows us to digitally model our excavations and utility projects, reducing potential conflict and increasing accuracy and efficiency.

With Trimble technology, we can remote upload and download real-time information and the most current plan sets directly into our machines. We provide detailed as-builts once the project is completed.









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STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO
Since 1960

Meet Our Expert Team



Shay Stutsman
President



Dave Stutsman
Vice President



Jake Kinny
VP - Field Operations



Eddie Aragon
Project Manager



Matt Harder
Project Manager



Jenah Fuechsel
Project Engineer



Trey Thorpe
Project Engineer

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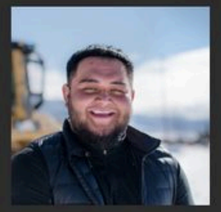
Meet Our Expert Team



Wiley Button
Project Superintendent



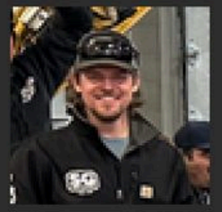
Jesus Lopez
Project Superintendent



Jr Flores
Field Supervisor



Gabriel Flores
Field Supervisor



Cody Hoffman
Field Supervisor



Mackenzie Hayes
Field Supervisor



Raul Silva
Construction Survey Engineer



Jenn Vogt
Construction Survey Engineer

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Case Study

Town of Basalt – Utility Infrastructure

The Job: Multiple critical waterline connections needed to be tied into existing mains without prolonged disruption to water service for residents and businesses.

The Approach: Mobilize crew for heavy underground infrastructure work and utility tie-ins within 24 hours.

The Outcome: Crew successfully completed waterline tie-ins within 24 hours with efficient teamwork and sequencing



Click or scan to watch project video

24	18	53	21
Hours	Tie-Ins	Crew	Excavators

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Contractor of the Year



60 Years



Building Aspen



Trimble Tech

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Thank You

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STUTSMAN GERBAZ inc. EARTHMOVING
ASPEN, COLORADO

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Project: Koch Park to City Market Electric Circuit Replacement
Project No.: 2025-214

Project Approach

1.) Seven days prior to the start of construction we shall meet with the City's representatives to determine what phase will be available for the project based on the existing projects that are under construction in the area. Once this has been determined we shall contact our traffic control specialist to determine the traffic control plan that will be required to complete the proposed phase. The traffic control plan will then be submitted to the City for approval and permitting.

2.) Three days prior to the start of construction we shall call in both 811 and private locates to mark utilities for the specific work area. In that same span we will coordinate the setup for traffic control, signage and flaggers as required per our traffic control plan. We shall also set up a barricade fence to protect the public from the open trench and close the trail.

3.) At the start of construction Stutsman Gerbaz will mobilize our crew, which will consist of a 315-track hoe excavator with attachments, a 432 backhoe, a tracked skid steer, and laborers with hand tools as needed. Once the specific route has been determined we shall remove existing asphalt and concrete as needed and dispose of at Elam's pit. We shall only remove existing asphalt and/or concrete in the work area that can be completed for the day. We will work with both Rocky Mountain Custom Landscape for Brick paver removal and replacement, and Young Services for the section of work at the Gondola for Hydronic tubing. We will also have Hydronic tubing at Aspen Square Condominiums for the parking garage ramp area. All concrete replacements will meet the City of Aspen Standards and be installed by Ashley Concrete Structures.

4.) We will trench using a 315 excavator that has state-of-the-art ground penetrating radar equipment to help verify that any existing utility that has not been marked can be located without damaging the utility. Our crew will consist of two operators and two laborers. We will trench to the required sub grade depth, and the existing spoil will be hauled away to Elam's pit and disposed. If we encounter a group of utilities that we cannot excavate by hand, we will utilize a vacuum trailer so as not to damage any existing utility. We will have on-site traffic rated steel plates during the excavation to set over the open trenches at the end of the day if needed. Our crew will then install the electrical conduit runs as designed, as well as a tracer wire on the conduit. Our Survey crew will record the alignment and depth for the required as-built data. We will then backfill the trench with class six road base and install detectable marking tape per the City of Aspen requirements. We will verify compaction with geotechnical testing as required by the City's standards. We will encase all sweeps in concrete. The trench will be backfilled to the asphalt grade and later removed down to asphalt subgrade prior to installing the asphalt.

5.) Once the trench has been backfilled and compacted, we will schedule our Asphalt contractor to mill each side of the asphalt at the saw cut line to create a T-top patch per the City of Aspen specifications. We will then bring in our Landscape contractor to restore area as specified.

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6.) Once all the conduits have been installed, we will schedule our Electrical contractor to complete their scope of work.

7.) This approach ensures the work is completed safely, efficiently, and in full compliance with City of Aspen standards, while maintaining coordination with City staff, adjacent projects, and the public to minimize impacts and maintain schedule.

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CITY OF ASPEN

BID PROPOSAL FORM

PROJECT NO.: 2025-412

BID DATE: January 28th, 2026

PROJECT: Koch Park to City Market Electric Circuit Replacement

PROPOSAL SUBMITTED BY: Stutsman Gerbaz Inc.
CONTRACTOR

CONTRACTOR'S PROPOSAL

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

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

The Contractor agrees that construction shall start immediately following a mandatory pre-construction conference held by the Engineering Department, which also constitutes the *Notice to Proceed.* Submission of this proposal will be taken by the City of Aspen as a binding covenant that the Contractor will finish construction within the time specified in the Special Conditions of this contract document.

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

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The City shall not pay the Contractor for defective work and/or for repairs or additional work required for successful completion of the project. All work not specifically set forth as a pay item in the bid form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid for the various items of work. Prices shall include all costs in connection with furnishing the proper and success completion of the work, including furnishing all materials, equipment and tools, and performing all labor and supervision to fully complete the work to the City's satisfaction.

Poor quality and workmanship shall not be paid for by the City. Such work product must be removed immediately and replaced properly at no cost to the City.

All quantities stipulated in the bid form at unit prices are approximate and are to be used only as a basis for estimating the probable cost of work and for the purpose of comparing the bids submitted to the City. The basis of payment shall be the actual amount of materials furnished and work done. The Contractor agrees
to make no claims for damages, anticipated profit, or otherwise on account of any differences between the
amount of work actually performed and materials actually furnished and the estimated amount of work.

The City reserves the right to increase or decrease the amount of work to be done on the basis of the bid unit price and up to plus or minus ***Twenty Five (25) Percent*** of the total bid.

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

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

(ii) Professional has participated or attempted to participate in the Basic Pilot Program in order to verify that it does not employ illegal aliens.

I hereby acknowledge receipt of ADDENDUM(s) numbered_____1_____through _____4_____

.

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ESTIMATED QUANTITY LIST

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Item Number	Description	Quantity	Quantity Type	Materials Cost (Each)	Labor & Misc Cost (Each)	Materials Total Cost (Item)	Labor & Misc. Total Cost (Item)	Total Cost (Item)
1	Traffic Control	1	LOT			$ -	$ 299,172.15	$ 299,172.15
2	STORMWATER MANAGEMENT BMP	1	LOT			$ -	$ 7,500.00	$ 7,500.00
3	Removal of Structures and Obstructions	1	LOT		$ 81,500.08	$ -	$ 81,500.08	$ 81,500.08
	Earthwork	-	-					
4	- Mobilization & Bonds	1	LOT			$ -	$ 120,014.34	$ 120,014.34
5	- Trenching; approximately 24" width x 54" depth	3020	LF		$ 322.93	$ -	$ 975,248.60	$ 975,248.60
6	- Hydro excavating near equipment	20	Days		$ 4,312.50	$ -	$ 86,250.00	$ 86,250.00
7	- 4' Small Round manhole with lid	2	EA		$ 12,354.00	$ -	$ 24,708.00	$ 24,708.00
8	- Backfill (including compacting and testing); approx 30" x 54"	3020	LF		$ 166.79	$ -	$ 503,705.80	$ 503,705.80
9	- Asphalt Repair and restoration	275	TON		$ 506.00	$ -	$ 139,150.00	$ 139,150.00
10	- Restoration	1	LS				$ 98,221.50	$ 98,221.50
11	- Gondola Plaza Restoration - Pavers and Wirsbo as described in	1	LS			$ -	$ 39,383.00	$ 39,383.00
	Electical Installation	-	-					
12	- Cable. URO-J 25 kV Jacketed Primary Distribution Underground Cables 1/0 AWG WITH	17275	LF	$ 7.62	$ 6.95	$ 131,635.50	$ 120,061.25	$ 251,696.75
13	- Conduit. PVC Conduit Schedule 40, 4" x 20'	4840	LF	$ 8.75		$ 42,350.00	$ -	$ 42,350.00
14	- 4" Conduit sweep, 45 degree	4	EA	$ 84.60		$ 338.40	$ -	$ 338.40
15	- 4" Conduit sweep, 90 degree	28	EA	$ 84.60		$ 2,368.80	$ -	$ 2,368.80
16	- ELECTRICAL CAUTION MARKING TAPE	3020	LF	$ 0.40		$ 1,208.00	$ -	$ 1,208.00
17	- 25 KV 1/0 LOAD BREAK ELBOWS (TRANSFORMER) (With Jacket seal	94	EA	$ 212.52	$ 903.70	$ 19,976.88	$ 84,947.80	$ 104,924.68
18	- 25 KV 1/0 STRAIGHT TERMINATION KITS IN SWGR (VISTA)	3	EA	$ 239.72	$ 947.03	$ 719.16	$ 2,841.09	$ 3,560.25
19	- 25 KV 1/0 COLD SHRINK TERMINATION KITS IN SWGR (PMH)	6	EA	$ 239.72	$ 947.03	$ 1,438.32	$ 5,682.18	$ 7,120.50
20	- 25 KV SPLICE 1/0-1/0 Cold Shrink Splice kit	13	EA	$ 203.92	$ 1,010.18	$ 2,650.96	$ 13,132.34	$ 15,783.30
21	MISC. PERMITS	1	LOT			$ -	$ -	$ -
22	MISC. OTHER	1	LOT	$ 4,600.00	$ 20,040.56	$ 4,600.00	$ 20,040.56	$ 24,640.56
	Add/Alt 1 : Mountain Chalet Coordination					$ -		$ -
23	- 7'x7' VAULT (MANHOLE)	1	EA		$ 17,429.50	$ -	$ 17,429.50	$ 17,429.50
24	- 7'x7' VAULT (Transformer)	2	EA		$ 15,923.00	$ -	$ 31,846.00	$ 31,846.00
25	- Asphalt Repair and restoration	5	TON	$ 506.00		$ 2,530.00	$ -	$ 2,530.00
26	- Restoration	1	LOT				$ 7,500.00	$ 7,500.00
27	- Trenching; approximately 24" width x 54" depth	80	LF		$ 489.71	$ -	$ 39,176.80	$ 39,176.80
28	- Cable. URO-J 25 kV Jacketed Primary Distribution Underground Cables 1/0 AWG WITH	180	LF	$ 7.62	$ 6.95	$ 1,371.60	$ 1,251.00	$ 2,622.60
29	- Conduit. PVC Conduit Schedule 40, 4" x 20'	160	LF	$ 8.75		$ 1,400.00	$ -	$ 1,400.00
30	- 25 KV 1/0 LOAD BREAK ELBOWS (TRANSFORMER) (With Jacket seal	12	EA	$ 212.52	$ 903.70	$ 2,550.24	$ 10,844.40	$ 13,394.64
31	- 25 KV SPLICE 1/0-1/0 Cold Shrink Splice kit	6	EA	$ 203.92	$ 1,010.25	$ 1,223.52	$ 6,061.50	$ 7,285.02
	Add/Alt 2 : Sidewalk construction at Mill and Durant					$ -	$ -	$ -
32	Alternative alignment at Mill and Durant 130' in Sidewalk	1	LS			$ 27,003.87	$ -	$ 27,003.87
						$ -	$ -	$ -
					Materials Cost TOTAL	0		
						Labor & Misc. Cost TOTAL	0	
							Project TOTAL	**$2,979,033.14**

REVISION: 0

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Total Bid in Numbers: $2,979,033.14

Total Bid in Words: Two Million, nine hundred seventy nine thousand, thirty three dollars and fourteen cents.

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

Authorized Officer: Eddie Aragon, Title: Project Manager

Full name signature: Eddie Aragon

Company address: 30376 Highway 82, Snowmass, CO 81654

Telephone number: 970-274-7582

Email: eddie.a@sgearthmoving.co

Attested by:

1/28/2026

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SUBCONTRACTOR AND MATERIALS SUPPLIER LIST

Paving		
Lion Construction & Paving	970-201-4617	PO Box 1208, Silt, CO 81652
Pre-Cast Materials		
Rinker Materials	970-245-9301	2311 River Rd, Grand Junction, CO 81505
Conduit		
Core & Main	970-434-4817	3026 I-70 B, Grand Junction, CO 81504
Ferguson	970-963-5700	704 Hwy 133, Carbondale, CO 81623
Concrete		
Ashley Concrete Structures	970-989-4412	PO Box 2064, Glenwood Springs, CO 81602
Electrician		
E Light	720-582-4732	361 Inverness Dr. S, Suite B, Englewood, CO 801112
Traffic Control		
A1 Traffic Control	970-618-7545	32599 US-6 #6, Silt, CO 81652
Landscaping/ Masonry		
Rocky Mountain Custom Landscapes	970-748-8461	351 Airpark Dr, Gypsum, CO 81637
Plumbing Services		
Young Services LLC	970-384-2271	3766 HWY 82, Glenwood Springs, CO 81601
Aggregates		
Elam – Vagneur Pit	970-923-2399	7911 Upper Woody Creek Rd, Woody Creek, CO 81656

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CITY OF ASPEN

General Conditions for Construction Contracts

(Version GC-25-4)

Docusign Envelope ID: 7325496E-D407-4697-B1BE-D9EB0949276E

CITY OF ASPEN, COLORADO

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

Version GC-25-4

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INTRODUCTION

The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all, unless certain services or equipment are specifically excluded. These General Conditions have been prepared to be incorporated by reference into the Contract entered between the City and the Contractor. In the event of conflict or inconsistency among the Contract Documents, the order of precedence set forth in the Contract for Construction shall govern the interpretation of the Contract between the City of Aspen and the Contractor. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with their recognized meanings, provided however that those terms required to be defined in the Proposal by the Contractor shall have the meaning given to them in the Proposal to the extent that they are not in conflict with any other part or term of the Contract Documents.

ARTICLE 1 – DEFINITIONS

1.1 Definitions

Whenever the words, forms, or phrases defined herein, or pronouns used in their place occur in the Contract Documents, the intent and meaning shall be interpreted as follows:

ASCE	American Society of Civil Engineers
NACE	National Society for Corrosion Engineers
SSPC	Special Society for Paint Council
AASHTO	American Association of State Highway and Transportation Officials
AIA	American Insurance Association
SICS	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute (formerly ASA and USASI)
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWS	American Welding Society
BAFO	Best and Final Offer
CDOT	Department of Transportation, State of Colorado
O&M	Operations and Maintenance
DHA	Detailed Hazards Analysis
EBD	Escrow Bid Documents
EIA	Electronic Industries Association
EPA	United States Environmental Protection Agency
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
HVAC	Heating, Ventilation, and Air Conditioning
NBS	National Bureau of Standards
NEC	National Electric Code
NTP	Notice to Proceed
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
PHA	Preliminary Hazards Analysis
SAE	Society of Automotive Engineers
UL	Underwriter's Laboratories, Inc.
UMTA	United States Department of Transportation, Urban Mass Transportation Authority
UD&FCD	Urban Drainage and Flood Control District
MUTCD	Manual on Uniform Traffic Control Devices

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1.2 Terms

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents, Contract Documents, drawings, details or specifications.

Bid - The offer or proposal of the bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.

Bidder - Any qualified responsible and responsive firm or corporation submitting a Bid for the Work.

Bid Package - All information and standard Contract Documents prepared by the City to assist potential bidders to prepare their bids.

Bonds - Bid, performance, payment, maintenance bonds and other acceptable instruments of financial security, furnished by the Contractor and his/her surety in accordance with the Contract Documents.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time, issued on or after the Effective Date of the Contract for Construction.

City or Owner - The City of Aspen in Pitkin County, Colorado.

Contract - All contract documents attached to the Contract for Construction and made a part thereof as provided herein.

Contract Documents - The Contract including Invitation to Bid, Instructions to Bidders, Bid Proposal, Addenda, General Conditions, Special Conditions, Contract for Construction, Bid Bond, Notice of Award, Payment, Performance, and Maintenance Bonds, Drawings identified in the Contract Documents or attached as part of the Bid, and Specifications identified in the invitation to Bid or attached as part of the Bid, Affidavit of Compliance form, Liquidated Damages form, Contractor's License form, Daily Construction Log form, Progress Pay Estimate form, and Insurance Certificates.

Contract for Construction - The written agreement between City and Contractor covering the Work to be performed.

Contractor - The qualified responsible and responsive firm or corporation with whom the City has entered the Contract for Construction.

Contract Price - The money payable by the City to the Contractor under the Contract Documents stated in the Contract for Construction (subject to the provisions of paragraph 11.4.), except for the Minor Contract Revisions item(s) which are subject to the City's written authorization for expenditure.

Contract Time - The number of the consecutive calendar days or the working days and/or the deadline set in the Contract Documents for the completion of the Work.

Daily Construction Log - The form furnished by the Project Manager, used by the City Project Inspector to record the Contractor's daily work quantities and project events. Daily construction log is the only verified justification for payment to the Contractor.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the City at Substantial Completion in accordance with paragraph 14.5 or 14.6).

Drawings - The part of the Contract Documents which show the character and scope of the Work to be performed, and which have been prepared or approved by the Project Manager.

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Effective Date of the Contract for Construction - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Project Manager- The person, firm, corporation or the City Project Manager, named as such in the Contract Documents.

Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Time, issued by the Project Manager to the Contractor during construction.

Hazardous Materials - The term "Hazardous Materials" shall have the meaning set forth at 42 U.S.C. ' 9601(14) and regulations promulgated pursuant thereto.

Laws and Regulations; Laws or Regulations - Laws, rules regulations, ordinances, procurement code and/or orders.

Notice of Award - The written notice by the City to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the condition's precedent enumerated therein, within the time specified, the City will sign and deliver the Contract.

Notice to Proceed - A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Procurement Code - Title 4 of the City of Aspen Municipal Code.

Progress Pay Estimate - The form furnished by the Project Manager, which is to be used to record, approve, and process payment when the Contractor requests progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Project Inspector - The authorized Technician, designated by the City Project Manager to observe construction, materials placement and testing and to prepare the Daily Construction Logs and field reports.

Punch List - A form or letter that lists all incomplete or deficient Bid items and is prepared upon substantial completion of the Work by the City Project Inspector.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are specifically prepared by or for the Contractor and the sub-contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor and the Sub-contractor to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - A firm or corporation having a direct contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Project Manager as evidenced by the Project Manager's acceptance, is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

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Special Conditions or Special Provisions - The part of the Contract Documents which amend or supplements these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, material-man or vendor who supplies materials or equipment for the Work including that fabricated to a special design but who does not perform labor at the site.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services for materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater and surface runoff removal, traffic or other control systems.

Unit Price Work - Work to be paid for based on unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents and those not specifically mentioned but necessary for successful completion of the Bid items.

Written Notice or Written Notice of Amendment - A written amendment of the Contract Documents, signed by the City and the Contractor on or after the Effective Date of the Contract for Construction and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Bonds:

When Contractor delivers the executed Contracts to the Purchasing Department, the Contractor shall also deliver such Bonds as the Contractor is be required to furnish in accordance with paragraph 5.1.

2.2 Copies of Documents:

The City shall furnish to the Contractor digital copy (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time, Notice to Proceed:

Prior to the City issue a Notice to Proceed, either the City Manager or the Mayor of the City of Aspen shall approve the Contract Documents and shall execute the same. Notwithstanding any representations to the contrary made by the City's employees, either directly, indirectly, or by implication, no Contract shall be in effect nor shall be binding upon the City until such time as the Contract is executed by the City pursuant to authority granted in accordance with Section 4-08-040 of the Procurement Code. The City shall issue a Notice to Proceed after either (a) the City Manager has executed the Contract, or (b) The City Council has authorized the execution of the Contract, and the Contractor has executed the Contract and other Contract Documents, and has delivered the specified bonds, Certificates of Insurance, as are required, and any other documents required to be delivered by the Special Conditions and Addenda(s) if any issued. The Contract Time will commence to run on the day indicated in the Notice to Proceed.

2.4 Execution of Agreement by Owner.

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 Owner unless duly executed in accordance with the requirements of the Owner's municipal code by the Mayor of the City of Aspen, or a duly authorized official in his absence, following approval of the City Council.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made during 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.

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If Contractor violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the 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.

2.5 Starting the Project:

The Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run and prior to a pre-construction conference conducted by the City, if requested.

2.6 Before Starting the Project:

Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Project Manager any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any Work affected thereby.
Within Three Days after the Effective Date of the Contract (unless otherwise specified in the Special Conditions or General Requirements), the Contractor shall submit to the Project Manager for review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 A preliminary schedule of submittals and

2.6.3 Quality Control and Quality Assurance (QA/QC) plan and policy to identify the specific steps the Contractor will take to ensure the highest quality in the constructed Bid items.

2.6.4 A Work Zone Safety Implementation & Enforcement Plan with specific action process.

2.7 Project Certificate Submission

Before any Work at the site is started, the Contractor shall deliver to the City and Purchasing Officer, copies of certificates (and other evidence of insurance requested by the City) which the Contractor is required to purchase and maintain.

2.8 Pre-Construction Conference:

Within *Seven (7) Consecutive Calendar Days* after the Effective Date of the Bid Award, and before the Contractor starts the Work at the site, he/she and all of his/her sub-contractors and suppliers shall attend a pre-construction conference, conducted by the Project Manager and others as appropriate to discuss coordination of construction activities, procedures for handling Shop Drawings and other issues, and to establish a working understanding among the parties as to the Work.

2.9 Project Progress Meetings

The City and the Contractor shall meet *once a week* (or as advised by Project Manager) to review the construction activities, rate of progress, and other project related issues to ensure efficient and smooth progress of work.

ARTICLE 3 - CONTRACT DOCUMENTS : INTENT, AMENDING, REUSE

3.1 Intent:

The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Colorado.

3.1.1 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably

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be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor or the Project Manager , or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Project Manager, Engineer, or any of the Project Manager 's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 9. Clarifications and interpretations of the Contract Documents shall be issued by the Project Manager as provided in section 9.4.

3.1.2 If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall report to the Project Manager and the City in writing at once and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from the Project Manager.

3.2 Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.2.1A formal Amendment of the Contract for Construction;

3.2.2A Change Order pursuant to paragraph 10.3. As indicated in Article 11 Contract Price and Contract Time may only be changed by a Change Order or a Written Notice of Amendment.

3.2.3In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.2.3.1 A Field Order (pursuant to paragraph 9.5);

3.2.3.2 The Project Manager 's approval of a Shop Drawing or sample (pursuant to paragraphs 6.19.5 and 6.19.6); or,

3.2.3.3 The Project Manager 's written interpretation or clarification (pursuant to paragraph 9.4).

3.3 Reuse of Documents:

Neither the Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the City shall have or acquire any title to or ownership rights in any of the design details, drawings or specifications.

3.4 Precedence of Contract Documents:

The Contract governs over the Contract Documents. A Change Order governs over all other Contract Documents impacted by change. The Special Conditions govern over the General Conditions.

3.5 Reporting and Resolving Discrepancies

3.5.1 Reporting Discrepancies

3.5.1.1 Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Project Manager any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Project Manager before proceeding with any Work affected thereby.

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3.5.1.2 Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Project Manager in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.18) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.2 and Articles 10 and 11.

3.5.1.3 The Contractor shall be liable to Owner or Project Manager for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents.

3.5.2 Resolving Discrepancies

3.5.2.1 Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

3.5.2.2 the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents);

3.5.2.3 or the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

4 ARTICLE 4 - AVAILABILITY OF LANDS: PHYSICAL CONDITIONS: REFERENCE POINTS

4.1 Availability of Lands:

The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto. The Contractor shall have full responsibility with respect to any conditions or provisions contained in applicable easements relating to the lands upon which the Work is to be performed.

4.2 Physical Conditions:

4.2.1 EXPLORATIONS AND REPORTS: Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Project Manager in preparation of the Contract Documents. The Contractor may reasonably rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the Contractor's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6. the Contractor shall have full responsibility with respect to subsurface conditions at the site. Contractor shall not, by virtue of this paragraph, be relieved from exercising ordinary skill and competence with respect to reliance upon the accuracy of the technical data contained in such reports.

4.2.2 EXISTING STRUCTURES: Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by the Project Manager in preparation of the Contract Documents. The Contractor may reasonably rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for the Contractor's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6. the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures. The Contractor shall not, by virtue of this paragraph, be relieved from exercising ordinary skill and competence with respect to reliance upon the accuracy of the technical data contained in such drawings.

4.2.3 REPORT OF DIFFERING CONDITIONS: If the Contractor believes that:

4.2.3.1 Any technical data on which the Contractor is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate; or

4.2.3.2 Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

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Then, the Contractor shall promptly, after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.18) notify the City and the Project Manager in writing about the inaccuracy or difference.

4.2.4 Project Manager 'S REVIEW: The Project Manager will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the Project Manager 's findings and conclusions.

4.2.5 POSSIBLE DOCUMENT CHANGE: If the Project Manager concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 POSSIBLE PRICE AND TIME ADJUSTMENTS: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference as described in Section 4.2.3. The Contractor shall meet and obtain approval from the City Project Manager or his/her designee prior to implementing any such change in the Work.

4.3 Physical Conditions - Underground Facilities:

4.3.1 SHOWN OR INDICATED: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the City or the Project Manager by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 The City and the Project Manager shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The Contractor shall have full responsibility for determining the existence of all Underground Facilities, for reviewing and checking and potholing for all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.17 and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price or approved as a Change Order.

4.3.2 NOT SHOWN OR INDICATED: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.18), identify the owner of such Underground Facility and give written notice thereof to that owner and to the City and the Project Manager . The Project Manager will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.17. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and of which the Contractor could not reasonably have been expected to be aware of such Underground Facility and subject to acceptance and approval by the Project Manager.

4.4 Reference Points:

The City shall provide engineering surveys to establish reference points for construction which in the Project Manager 's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or re-locations without the prior written approval of the City. The Contractor shall report to the Project Manager whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Professional Land Surveyor Licensed in the State of Colorado.

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4.5 Protection and Restoration of Property and Landscape:

4.5.1 The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land and property and shall protect carefully from disturbance or damage all land and monuments and property marks until the Project Manager has witnessed or otherwise referenced their location and shall not remove them until directed.

4.5.2 The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the Work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility shall not be released until the project shall have been completed and accepted.

4.5.3 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

Trees removed or damaged which are "code-sized" as defined in section 4.5.10.2 below and per Aspen Municipal code 13.20.020 are subject to mitigation valuations, applicable fines and planting requirements to offset losses as determined by the Aspen City Forester/ Parks Department.

4.5.4 State Highway 82 and the streets within the corporate limits of the City of Aspen are viewed by the City as a community asset which enhances the tourism industry. The City, therefore, desires to save all vegetation and other environmental features except for those which have been specifically identified for removal in the Contract Documents.

4.5.5 Materials storage, equipment parking, vehicle parking and stockpiling excavated materials shall be allowed only in those areas designated by the Project Manager. No such activity will be allowed in the critical root zones (CRZ) of trees on or adjacent to the site without a valid tree permit or the Aspen City Forester/ Parks Department per the requirements of Aspen Municipal code 13.20.020

4.5.6 Specific areas of vegetation and other environmental features to be protected shall be staked, fenced, or otherwise marked in the field as indicated in the contract documents. However, the fact that areas of vegetation and other environmental features are not marked shall not necessarily mean that those items are expendable. The Contractor shall perform all his activities in such a manner that the least environmental damage shall result. Any questionable areas or items shall be brought to the attention of the Project Manager for approval prior to removal or any damage activity. Damage or destruction of unmarked trees or shrubs which could reasonably have been saved shall therefore be subject to the provisions of these General Conditions.

4.5.7 If the fence, staking or marking is knocked down or destroyed by the Contractor, the Project Manager shall suspend the Work in whole or in part, until the fence or other protection is repaired to the Project Manager 's satisfaction at the Contractor's expense. Time lost due to such suspension shall not be considered a basis for adjustment of Contract Time or for compensation to the Contractor.

4.5.8 If the Contractor disturbs any of the landscape not called for removal, he/she shall restore those areas as directed at the Contractor's expense.

4.5.9 The City may require that the Contractor replants an area that is damaged. The Work shall be done as directed by the Project Manager. If the Contractor is deemed to be responsible, then the replanting shall be done by the Contractor at his/her expense. If the City is responsible, the costs will be reimbursed on a minor contract revisions (MCR) basis unless the existing cost proposal covers the Work.

4.5.10 With respect to the replacement of trees and shrubs that have been damaged or destroyed, the following conditions shall apply:

4.5.10.1 Trees or shrubs of replaceable size which cannot be protected and preserved as determined by the Aspen City Forester/ Parks Department shall be replaced by the Contractor at his/her expense. If the Contractor fails to replace damaged trees or shrubs within a reasonable length of time as determined by the Project Manager and prior to the end of the contract time, the replacement value of the trees or shrubs will be deducted from any money

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due to the Contractor. These values shall be based upon current prices of nurseries growing the plants, plus the cost for planting and a guarantee for a minimum of two years.

4.5.10.2 When trees or shrubs beyond replaceable size ("code-sized trees" See definitions below) are damaged or destroyed, the value of such trees or shrubs shall be assessed by the Aspen City Forester/Parks Department per City of Aspen municipal code 13.20.020 as follows:

Valuation of trees. When, in accordance with this Section, the value of a tree must be determined, the Basic Value shall be $X per square inch of the cross sectional area of the tree at the point where the diameter of the tree is measured. In calculating the Basic Value, the following equation shall be used:

Basic Value = X\times\pi\times$ $(D/2)^2$ Where: D = the diameter of the tree in inches, measured at 4.5 feet from the ground. X = the $(dollar) value assigned in the Tree Fees - Mitigation Fee in Section 2.12.080.

Code-sized trees: per the City of Aspen Municipal code a *tree* or code-sized tree as commonly referred to is defined as "all deciduous trees having a trunk diameter at breast height (DBH) of six (6) inches or more, *Querus gambelli* (Gamble Oak), *Acer glabrum* (Rocky Mountain Maple), *Amelanchier spp.* (Serviceberry) and *Prunus Virginiana* (Chokecherry) with a trunk diameter of three (3) inches or more and coniferous trees having a trunk diameter of four (4) inches or more. Trunk diameters (DBH) shall be measured in inches measured as close to four and one-half (4½) feet above ground as possible."

4.5.10.3 Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to the City, traveling public or other contractors.

4.6 Hazardous Materials

4.6.1 Prior to commencement of any Work and as a condition precedent to payment by the City of any costs for it, the Contractor shall at no additional cost to the City conduct tests the Contractor deems necessary to determine the existence of Hazardous Materials by appropriately licensed Subcontractors or entities. The City shall reimburse the Contractor for the invoice costs of the tests, only in the event that the Contractor furnishes the City with certified test data and results which confirm the existence of Hazardous Materials.

4.6.2 If Hazardous Materials are discovered on or under real property which is owned by the City before the date of Substantial Completion and Acceptance in accordance with Article 14 herein, which property is within the Project right-of-way, the City shall, upon the request of the Contractor, and at the City's sole cost and expense, cause any such Hazardous Materials to be encapsulated, treated or removed from such real property and transported for final disposal in accordance with all Laws and Regulations, and shall cause such real property to be restored to its condition existing prior to such removal (except for the absence of Hazardous Materials), including, to the extent required, any grading and reinforcement necessary to restore the weight-bearing capacity of such real property prior to such event. The City shall remove the Hazardous Materials and restore the real property in such a manner as not to interfere with the Contractor's construction or operation of the Project.

4.6.3 If Hazardous Materials are present on or under the Project right-of-way as a result of any discharge, dumping or spilling on the Project right-of-way during the term of the Contract by any party, including the Contractor, other than an agency of the executive branch of State or Federal Government, the Contractor shall at the Contractor's sole cost and expense, cause any such Hazardous Materials to be encapsulated, treated or removed from the Project right-of-way and transported for final disposal in accordance with all applicable Laws and Regulations, and shall cause the Project right-of-way to be restored to its condition existing prior to such removal (except for the absence of the Hazardous Materials), including, to the extent required, any grading and reinforcement necessary to restore the weight-bearing capacity of the Project right-of-way prior to such event.

4.6.4 The City shall not be responsible for the cost of and the removal or clean-up of Hazardous Materials found in any materials brought to the Project Site, after the Project Site is turned over to the Contractor.

4.6.5 The Contractor shall provide the Project Manager with a written certification each time materials or equipment is brought onto the Work site that such materials or equipment do not contain Hazardous Materials.

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4.6.6 The Contractor and the City shall cooperate with each other in the prosecution of any claim against or defense of any claims made by third parties in connection with Hazardous Materials present on the Project right-of-way or contiguous properties owned or controlled by the City.

4.7 Contractor Representations

By executing the Contract, the Contractor represents that he/she has visited the site, familiarized him/herself with the local conditions under which the Work is to be performed (including weather conditions which can be expected), and correlated his observations with the requirements of the Contract Documents.

5 ARTICLE 5 - BONDS, INDEMNIFICATION AND INSURANCE

5.1 Performance, Payment, and Maintenance Bonds:

5.1.1 Contractor shall furnish performance, payment, and maintenance Bonds, each in an amount specified in the Special Conditions as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until the job is advertised and closed except for the Maintenance Bond which shall remain in full force and effect for *Two Years* from the date of project closure, except as otherwise provided by the Contract Documents. The Contractor shall also furnish such other Bonds as are required by the Special Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.1.2 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state or it ceases to meet the requirements of paragraph 5.1, Contractor shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the City.

5.2 Indemnification:

Contractor agrees to indemnify and hold harmless the City of Aspen, its officers, and employees from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, but only to the extent and for an amount represented by the degree or percentage of negligence, or fault of the Contractor any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arises out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The extent of the Contractor's obligation to indemnify or hold harmless any indemnity obligee may be determined only after the Contractor 's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the indemnity obligee. The Contractor's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. Nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Colorado, including the Colorado Governmental Immunity Act.

5.3 Contractor's Insurance:

5.3.1 The Contractor 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 Contractor pursuant to Section 5.2 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 5.2 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.

5.3.2 Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed in the Supplemental Conditions. If the Supplemental Conditions do not set forth minimum insurance coverage, then the minimum coverage shall be as set forth below. Such coverage shall be procured and maintained with forms and insurance acceptable to City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the

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Contractor pursuant to Section 5.2 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.

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

5.3.2.2 *Commercial General Liability* insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000.00) each occurrence and THREE MILLION DOLLARS ($3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

5.3.2.3 *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 Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this Section shall be met by each employee of the Contractor providing services to the City under this contract.

5.3.2.4 *Pollution Liability* insurance with a minimum combined single limit for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by on behalf of the contractor of not less than TWO MILLION DOLLARS ($2,000,000.00) each occurrence and THREE MILLION DOLLARS ($3,000,000.00) aggregate.

5.3.2.5 *Builder's Risk* insurance with a minimum combined single limit for all improvements above ground in the full contract value for those above ground improvements.

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

5.3.4 The Contractor shall provide to the Owner acceptable certificates of insurance prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The insurance policies required by this Section, except workers' compensation, shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire without at least 30 days' prior written notice to the Owner. An additional certificate evidencing continuation of professional liability coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of claims paid under the policy shall be furnished by the Contractor with reasonable promptness. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

5.3.5 In addition, these Certificates of Insurance shall contain the following clauses:

Underwriters and issuers shall have no right of recovery or subrogation against the City of Aspen, it being the intention of the parties that the insurance policies so effected shall protect all parties and be primary coverage for any and all losses covered by the above-described insurance. To the extent that the City's insurer(s) may become liable for secondary or excess coverage, the City's underwriters and insurers shall have no right of recovery or subrogation against the Contractor and issuers shall have no right of recovery or subrogation against the City of Aspen, it being the intention of the parties that the insurance policies so effected shall protect all parties and be primary coverage for any and all losses covered by the above-described insurance. To the extent that the City's

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insurer(s) may become liable for secondary or excess coverage, the City's underwriters and insurers shall have no right of recovery or subrogation against the Contractor.
The insurance companies issuing the policy or policies shall have no recourse against the City of Aspen for payment of any premiums or for assessments under any form of policy insurance companies issuing the policy or policies shall have no recourse against the City of Aspen for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the above-described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Proposer and all deductibles in the above-described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Proposer.

Location of operations shall be: "All operations and locations at which work in connection with the referenced project is done "of operations shall be: "All operations and locations at which work in connection with the referenced project is done."

Certificates of Insurance for all renewal policies shall be delivered to the Project Manager at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on the expiration date of this agreement or thereafter.

5.3.6 Failure on the part of the Contractor to procure or maintain policies providing the required coverage, 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. All moneys so paid by City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against moneys due to Contractor from City.

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

5.4 City's Liability Insurance:

5.4.1 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 Finance Department and are available to Contractor for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverage offered by CIRSA. City shall provide Contractor reasonable notice of any changes in its membership or participation in CIRSA.

5.4.2 The parties hereto further 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 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. Further, nothing in the Contract Documents shall be construed or interpreted to require or provide for indemnification of the Contractor by the City for any injury to any person or any property damage whatsoever which is caused by the negligence or other misconduct of City or its agents or employees.

6 ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 General Responsibilities:

6.1.1 The Contractor shall perform all of the Work in conformance with the Contract Documents.

6.1.2 The Contractor covenants and warrants that it shall be responsible for performing the Work, and that it shall do or cause to be done the Work and services as required in the Contract Documents and any additional, collateral, and incidental Work and services as may be necessary in order to complete the Project in accordance with the requirements of the Contract Documents, shall be responsible for providing completed Work which meets the results required by the Contract Documents, and shall achieve Substantial Completion by the Contract Time.

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6.1.3 Construction services shall be performed in accordance with those professional standards listed in the Special Conditions for quality and scope and shall be performed by the entities and persons, Subcontractors and specific personnel identified in the Contractor's Proposal in accordance with their respective degrees of participation provided and represented to City. Other construction services shall be performed by qualified construction Subcontractors and Suppliers, selected and paid by the Contractor. Nothing contained in the Contract Documents shall be construed to create any obligation or contractual liability running from the City to any of these persons or entities.

6.2 Supervision and Superintendence:

6.2.1 The Contractor shall supervise and direct the Work competently and efficiently devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2.2 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the City and the Project Manager except under extraordinary circumstances.

6.3 Labor, Materials and Equipment:

6.3.1 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the City's consent given after prior written notice to the Project Manager .

6.3.2 Unless otherwise specified in the Specific Conditions or Specific Provisions, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.3.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Project Manager, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the Project Manager , or any of the Project Manager 's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10.1. or 9.10.2.

6.4 Reserved

6.5 Reserved

6.6 Reserved

6.7 Work Schedule:

6.7.1 The Contractor shall submit to the Project Manager for acceptance such schedule of work progress reports, estimates, records, and other data as the City may require concerning work performed or to be performed.

6.7.2 Prior to beginning of Work and or before the Pre-construction Conference, the Contractor shall submit schedules showing the order in which he/she proposed to carry on the Work, including dates at which he/she will start the various parts of the Work, estimated date of completion of each part.

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6.8 Substitutes of "or-equal" Items:

6.8.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the Project Manager if sufficient information is submitted by the Contractor to allow the Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. The Project Manager will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by the Project Manager from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Project Manager for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the City for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the City Project Team in evaluating the proposed substitute. The Project Manager may require the Contractor to furnish at Contractor's expense additional data about the proposed substitute.

6.8.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager. The procedure for review by the Project Manager shall be similar to that provided in paragraph 6.8.1.

6.8.3 The Project Manager will be allowed a reasonable time within which to evaluate each proposed substitute. The Project Manager will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Project Manager ’s prior written acceptance which will be evidenced by an approved Shop Drawing. The City may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Contractor shall reimburse the City for the charges of the owners consultants for evaluating each proposed substitute.

6.9 Subcontractors, Suppliers and Others:

6.9.1 The Contractor shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the City and the Project Manager as indicated in paragraph 6.9.2), whether initially or as a substitute, against whom the City or the Project Manager may have reasonable objection.

6.9.2 If the Special Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations including those who are to furnish the principal items of materials and equipment to be submitted to the City in advance of the specified date prior to the Effective Date of the Agreement for acceptance by the City and the Project Manager and if the Contractor has submitted a list thereof in accordance with the Special Conditions, the City's or the Project Manager ’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Written Notice of Amendment signed. No acceptance by the City or the Project Manager of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the City or the Project Manager to reject Defective Work.

6.9.3 The Contractor shall be fully responsible to the City and the Project Manager for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under

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a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the City or the Project Manager and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the City or the Project Manager to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.4 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.9.5 All Work performed for the Contractor by a Subcontractor will be pursuant to an appropriate agreement between the Contractor and the Subcontractor which specifically binds the Subcontractor to the Applicable terms and conditions of the Contract Documents for the benefit of the City and the Project Manager and contain waiver provisions as required by Section 5.3. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor on account of losses.

6.10 Subcontracting and Percentage of Work Awarded to Subcontractor(s):

6.10.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which under normal contracting practices, are performed by specialty Subcontractors.

6.10.2 The Contractor shall not award Work to Subcontractor(s) in excess of forty nine percent (49%) of the Contract Price. This condition shall be a minimum standard for a qualified Prime Contractor to perform within the City rights of way.

6.11 Patent Fees and Royalties:

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless the City and the Project Manager and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of any infringement of patent rights, trademarks, or copyrights incident to the use in the performance of the Work or resulting from the product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.12 Permits*:*

6.12.1 Unless otherwise provided in the Special Conditions, the Contractor shall obtain all construction permits and licenses. The City shall assist the Contractor, when necessary, in obtaining such permits and licenses. The owner shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of the opening of Bids on the Effective Date of the Contract.

6.12.2 The Contractor shall submit a complete set of "as-built" drawings, reflecting all actual construction conditions, including any deviations from the design drawings, changes made via change orders, and field modifications, with detailed annotations and dated revisions for record, required by the permit and prior to final payment/release of retainage.

6.13 Laws and Regulations:

6.13.1 The Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither the City nor the Project Manager shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

6.13.2 If the Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.2. If the Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

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6.14 Taxes:

All purchases of supplies, construction or building materials shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. The Owner's State of Colorado tax identification number is 98-04557. The Owner's Federal Tax Identification Number is 84-6000563. The Contractor shall pay all existing and future applicable Federal, State and local sales, consumer, use and other similar taxes whether direct or indirect. Federal excise tax may not apply to materials purchased by the City. The Contract Price shall include all other Federal, State, and/or local direct or indirect taxes which do apply. The Contract Price shall include the cost of compliance with all other Federal Laws and Regulations at no additional cost to the City (except as provided in the Contract Documents). The Contractor shall not be reimbursed separately for any taxes which may apply except as provided in the Contract Documents and the Contractor shall be responsible for all taxes which may apply. The City is tax exempt from Federal Excise Tax under Chapter 32 of the Internal Revenue Code. The Contractor and its Subcontractors shall apply to the Colorado Department of Revenue for a Certificate of Exemption indicating that the Contractor or Subcontractor's purchase of construction material or building materials is for use in a building, structure, or other public work owned and used by the City.

6.15 Use of Premises:

6.15.1 The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in, and permitted by, the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the City or the Project Manager by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by agreement or otherwise resolve the claim by law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the City and the Project Manager harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the City or the Project Manager to the extent based on a claim arising out of the Contractor's performance of the Work.

6.15.2 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

6.15.3 The Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.16 Record Documents:

The Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the Project Manager for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to the Project Manager for the City.

6.17 Safety and Protection:

6.17.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.17.1.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.17.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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6.17.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, road-ways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.17.1.2 or 6.17.1.3 caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Project Manager has issued a notice to the City and the Contractor in accordance with Section 14.5 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.17.2 The Contractor shall designate a person competent in OSHA safety related matters at the site at all times during construction whose duty shall be the prevention of accidents including confined space entry and work in the confined spaces.

6.18 Emergencies*:*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager or the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a written order will be issued to document the consequences of the changes or variations.

6.19 Shop Drawings and Samples:

6.19.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, the Contractor shall submit to the Project Manager for review and approval in accordance with the approved schedule of Shop Drawing submissions prior to Pre-construction Conference, or for other appropriate action if so indicated in the Special Conditions, *one (1) copy* (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Project Manager may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Project Manager to review the information as required.

6.19.2 The Contractor shall also submit to the Project Manager for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.19.3 Before submission of each Shop Drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto; and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.19.4 At the time of each submission, the Contractor shall give the Project Manager specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Project Manager for review and approval of each such variation.

6.19.5 The Project Manager will review and approve with reasonable promptness Shop Drawings and samples, but the Project Manager ’s review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods,

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techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make corrections required by the Project Manager and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Project Manager on previous submittals.

6.19.6 The Project Manager 's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Project Manager ’s attention to each such variation at the time of submission as required by paragraph 6.19.4 and the Project Manager has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by the Project Manager relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.19.3.

6.19.7 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Project Manager ’s review and approval of the pertinent submission will be the sole expense and responsibility of the Contractor.

6.20 Mechanics' Liens:

6.20.1 The Contractor covenants and agrees that, to the extent permitted by law, no claims or mechanics' liens against public funds (mechanic's liens) or claims of any kind, will be permitted to arise, be filed or maintained against the Project or any part of it, any interest in it or any improvements on it, against any moneys due or to become due from the City to the Contractor, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the Contractor for itself, its Subcontractors, laborers and material suppliers and employees does waive, release and relinquish these claims or liens and all rights to file or maintain these liens and agrees further that this waiver of liens and waiver of the right to file or maintain liens shall be independent covenant and shall apply also to work, labor, services performed, materials, equipment and other items furnished under any Change Order or supplemental agreement for extra or additional work in connection with the Project. The Contractor agrees to defend, indemnify, protect and save harmless the City from and against any and all claims or liens and actions brought, or judgments rendered, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which the City may sustain or incur in connection with the Project.

6.20.2 The Contractor also agrees as above for all of its Subcontractors, including but not limited to suppliers and employees. If any of the Contractor's Subcontractors, suppliers, employees or any other person directly or indirectly acting for, through or under its authority or any of them files or maintains a lien or claim as described above, the Contractor agrees to cause claims or liens to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within *thirty (30) consecutive calendar days* from the date of the filing, and upon the Contractor's failure to do so the City shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the City chooses, at the entire cost and expense of the Contractor, the expense to include legal fees and disbursements. The Contractor shall give a copy of Claim Release form to all Subcontractors and suppliers and shall include these provisions in all written contracts with Subcontractors, or give written notice to all Subcontractors, suppliers or other persons having oral agreements with the Contractor.

6.20.3 The Contractor agrees that moneys received for the performance of this Contract shall be used first for payment due for labor, material, and services for the Project and taxes, and the moneys shall not be diverted to satisfy obligations of the Contractor on other accounts or contracts. The Contractor shall pay Subcontractors within *Ten (10) consecutive calendar days* of receipt of a progress payment from the City. The Contractor shall furnish sworn affidavits in accordance with the form furnished by the City, which shall state that amounts due or to become due, amounts paid, and any other information necessary to indicate the financial condition of the Contractor, insofar as it relates to services, labor and material furnished, and to be furnished, under this Contract. The City may take steps it may deem necessary to protect itself against any claims.

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6.21 Continuing the Work:

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted herein or as the Contractor and the City may otherwise agree in writing.

6.22 Contractor Facilities:

All temporary contractor facilities shall be in accordance with regulations and codes governing such construction. The types of temporary construction facilities required for the Project may include, but are not necessarily limited to, the following: (a) job site office space, (b) construction water distribution, (c) temporary closures, (d) temporary heat, (e) hoists and temporary cranes, (f) temporary roads and paving, (g) construction aids and miscellaneous facilities, (h) temporary power distribution, (i) temporary lighting, (j) temporary toilet facilities. All operations of the Contractor, including storage of materials, upon the City's premises shall be confined to areas authorized or approved by Owner in writing. Temporary buildings, storage sheds, shops, offices, may be erected by the Contractor only with the written approval of the City and shall be built or provided with labor and materials furnished by the Contractor without expense to the City unless otherwise specified in special conditions. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by it at its expense upon completion of the Work.

7 ARTICLE 7 - OTHER WORK

7.1 Related Work at Site:

7.1.1 The City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. The Contractor shall perform and coordinate his/her activities with other Contractors to avoid conflict and minimize disruptions.

7.1.2 The Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the City if the City is performing the additional work with the City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Project Manager/Design Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the City and such utility owners and other contractors.

7.1.3 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or the City), the Contractor shall inspect and promptly report to the Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such conditions will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

7.2 Coordination:

If the City contracts with others for the performance of other work on the Project at the site, the person or organization of the activities among the various prime contractors may be identified in the Special Conditions, and the specific matters to be covered by such authority and responsibility may be itemized, and the extent of such authority and responsibilities may be provided, in the Special Conditions. Unless otherwise provided in the Special Conditions, neither the City nor the Project Manager shall have any authority or responsibility in respect of such coordination.

8 ARTICLE 8 - CITY'S RESPONSIBILITIES

8.1 Communication Procedure:

The City shall issue all communications to the Contractor through the Project Manager or his/her designated person.

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8.2 Contract Document Requirements:

The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor through processing of the monthly Progress Pay Estimate forms within 30 days from the cut-off date for a pay estimate form.

8.3 Appropriation of Budget and Contract Value:

The City represents that an amount of money equal to the Contract Price has been duly appropriated in accordance with the Municipal Code of the City of Aspen, under a purchase order. The City shall not issue any Change Order or execute a Written Amendment requiring additional compensable work, which work causes the aggregate amount appropriated by the City.

9 ARTICLE 9 –PROJECT MANAGER'S STATUS DURING CONSTRUCTION

9.1 City's Representative:

The Project Manager shall be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Project Manager as the City's representative during construction are set forth in the Contract Documents and shall not be extended without written consent from the City and the Project Manager.

9.2 Visits to Site:

The Project Manager shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Project Manager shall make on-site inspections to observe the quality or quantity of the Work. The Project Manager 's efforts will be directed toward providing for the City a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, the Project Manager will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work.

9.3 Project Representation:

If the City and the Project Manager agree, the Project Manager will furnish a Resident Project Representative to assist the Project Manager in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be to ensure conformance of work with specifications provided in the Special Conditions. If the City designates another agent to represent the City at the site who is not the Project Manager's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

9.4 Clarification and Interpretations:

The Project Manager will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Project Manager may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time, the Contractor shall meet with the Project Manager and resolve the issue. All such requests or claims shall be submitted to the City Project Manager.

9.5 Authorized Variations in Work and Minor Contract Revisions:

The City Project Manager may request or authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a written request or a field order and will be binding on the City, and also on the Contractor who shall perform the Work involved promptly. If the Contractor believes that a field order justifies an extension of the Contract Time and the parties are unable to agree as to the extent thereof, the Contractor may make a claim therefor as provided in Article 10.

9.6 Rejecting Defective Work:

The Project Manager will have authority to disapprove or reject Work which the Project Manager believes to be Defective, and will also have authority to require special inspection or testing of the Work as provided herein below, whether or not the Work is fabricated, installed or completed.

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9.7 Shop Drawings, Change Orders and Payments:

9.7.1 In connection with the Project Manager 's responsibility for Shop Drawings and samples, see paragraphs 6.19.1. through 6.19.7 inclusive.

9.7.2 In connection with the Project Manager 's responsibilities as to Change Orders, see Article 10 and Article 11.

9.7.3 In connection with the Project Manager 's responsibilities in respect of request for Payment, etc., see Article 14.

9.8 Decisions on Disputes:

9.8.1 The Project Manager will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters raised by Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect to changes in the Contract Price or Contract Time shall be referred initially to the Project Manager in writing with a request for a formal decision in accordance with this paragraph, which the Project Manager will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter by the Contractor will be delivered to the Project Manager promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to the Project Manager and the City within sixty days after such occurrence unless the Project Manager allows an additional period of time to ascertain more accurate data in support of the claim.

9.8.2 The rendering of a decision by the Project Manager pursuant to paragraph 9.8.1. with respect to any such claim, dispute or other matter shall be a condition precedent to any exercise by the Contractor of such rights or remedies as the Contractor may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter. The City shall not be bound by any initial interpretation by the Project Manager of the requirements of the Contract Documents, judgment on the acceptability of the Work thereunder, or formal decision made by the Project Manager in accordance with paragraph 9.8.1. Any dispute not resolved by the initial decision of the Project Manager shall be decided by the City, who shall reduce the decision in writing and furnish a copy thereof to the Contractor and the Project Manager. The decision of the City shall be final subject to review by the Pitkin County District Court in Pitkin County, Colorado. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Work and in accordance with the Project Manager 's interpretation.

9.9 Reserved

9.10 Limitations on Project Manager 's Responsibilities:

9.10.1 Neither the Project Manager 's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by the Project Manager in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Project Manager to the Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.10.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Project Manager as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to the Project Manager any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the Contract Documents.

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10 ARTICLE 10 CHANGES IN WORK

10.1 Unauthorized Changes in the Work

10.1.1 Without invalidating the Contract and without notice to any surety, the Owner may, at any time or from time to time, order changes, additions or deletions to the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.1.2 If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.7.

10.1.3 The following procedure shall be followed for the City notifying the Contractor of proposed City initiated changes. The Project Manager shall issue a notice informing the Contractor of a planned change in the Work and its scope and requesting the Contractor's detailed price proposal. The Contractor, at no expense to the City, shall submit a priced proposal for performing the proposed change in the Work. The Contractor, within *Ten (10) consecutive calendar days* after receiving the Notice of Change, or such longer time which the Project Manager in his/her discretion has granted, shall provide the Project Manager with a complete and itemized proposal which includes the estimated increase or decrease in the Contract Price and/or in the Contract Time attributable to the planned changes on the criteria and methods described in Article 11. The Contractor shall be responsible for delays to the Work and any additional costs incurred by the City caused by its failure to submit complete pricing information within the time provided above. The Contractor shall participate with the City in prompt joint analysis and negotiations to finalize a Change Order, if necessary.

10.2 Unauthorized Changes in the Work

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.2, except in the case of an emergency as provided in Paragraph 6.18 or in the case of uncovering Work as provided in Paragraph 13.4.

10.3 Written Notice of Change

10.3.1 A Written Notice of Change may be used when:

10.3.1.1 The City determines that the Contractor must proceed immediately to perform a change in the Work in order to avoid an adverse impact on the schedule or other unchanged Work, and sufficient time is not available to negotiate an adjustment to the Contract Price or Contract Time; or

10.3.1.2 The City and Contractor have not completed their negotiation and reached agreement on all of the terms of a Change Order, but the City requires the Contractor to proceed without such agreement.

10.3.2 Upon receipt of a Written Notice of Change the Contractor shall promptly proceed with performing the change in the Work. Additionally, the Contractor shall comply with all the requirements of 10.4 of these General Conditions.

10.4 Change Order

When the Contractor and the City reach agreement on the adjustments to the Contract Price and/or Contract Time, such agreements shall be promptly recorded in an executed Change Order.

10.5 Contractor Change Request

10.5.1 If the Contractor: (i) receives any oral or written instructions, directives or interpretations of Contract Documents, or determinations from the Project Manager or, (ii) identifies what it believes are design errors or omissions in the Contract Drawings or Specifications, or (iii) encounters a differing site condition; or, (iv) is delayed in the progress of the Work; or, (v) becomes aware of any other matter or circumstance which it believes would require a change in the Contract Price or Contract Time, the Contractor shall give the Project Manager prompt written notice of such matters in a letter or notice denominated "Contractor Change Request".

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10.5.2 All Contractor Change Requests shall be dated, numbered sequentially, and shall describe the action or event which the Contractor believes may require an extension in time or price. The Contractor shall also provide descriptions of possible Contractor actions or solutions to minimize the cost of the Contractor Change Request and, provide an estimate of the adjustment in the Contract Price and/or Contract Time which it believes is appropriate.

10.5.3 With respect to orders, instructions, directives, interpretations, determinations, or the discovery of any errors or omissions in the Contract Documents, a Contractor Change Request shall be submitted before the Contractor acts on them, but in no event more than *Ten (10) consecutive calendar days* after they were received or discovered.

10.5.4 With respect to any differing site conditions, a Contractor Change Request shall be submitted before the conditions are disturbed, but in no event more than *Ten (10) consecutive calendar days* after the conditions are first discovered.

10.5.5 With respect to delays, a Contractor Change Request shall be submitted as soon as the Contractor has knowledge of the delay, but in no event more than *Ten (10) consecutive calendar days* therefrom.

10.5.6 With respect to any matters or circumstance which the Contractor believes would require a change, including delays, a Contractor Change Request shall be submitted as soon as the Contractor has knowledge of the matter or circumstance, but in no event more than *Ten (10) consecutive calendar days* after the Contractor becomes aware of such circumstance or matter.

10.6 Down Time:

The Contractor may be granted time extension for down time. No other compensation of any kind shall be made to the Contractor for down time. Equipment failure, lack of adequate labor or tools or materials to perform the Work shall not constitute down time.

10.7 Submittal Requirements and Waiver of Claims

10.7.1 If the Contractor does not submit a Contractor Change Request within the time required above, any action by the Contractor related to such order, direction, instruction, interpretation, determination, design error or omission, or other matter, including delays or differing site conditions, will not be considered by the City as a change to the Work and the Contractor waives any claim for an adjustment on the Contract Price or the Contract Time.

10.7.2 The Contractor shall, within *Ten (10) consecutive calendar days* submit in detail, a Contractor Change Request, and provide the Project Manager a complete and itemized proposal which contains the information described in Article 11. The proposal shall also contain a detailed explanation, citing all applicable provisions in the Contract Documents, which supports the Contractor Change Request. If the Contractor does not submit its itemized proposal within the time described above or within such extension which the Project Manager, in his/her discretion may have granted in writing, it waives any claim for an adjustment in the Contract Price or Contract Time arising out of the act or event described in the Contract Change Request.

10.7.3 If a Contractor Change Request is denied by the Project Manager, in whole or in part, any claim for an increase in the Contract Price or Contract Time arising out of the act or event described in the Contractor Change Request is waived unless the Contractor timely complies with the provisions of paragraphs 10.5.1. through 10.5.6.

11 ARTICLE 11. CHANGE OF CONTRACT PRICE OR CONTRACT TIME

11.1 Contract Price Adjustments.

All adjustments to the Contract Price shall be determined by using one or more of the following methods:

11.1.1 A negotiated lump sum for work items that cannot be itemized. The Contractor shall promptly provide sufficient substantiating data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require the Contractor to produce in order to permit the City to evaluate the Contractor's lump sum change order proposals. In pricing this proposal, the Contractor shall include estimates of the type of costs described in Section 11.3 below.

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11.1.2 Unit prices stated in the Contract Documents or subsequently agreed upon multiplied by final verified quantities of work performed;

11.1.3 Cost to be determined in a manner agreed upon by the parties which includes markups that do not exceed those set forth in Section 11.3 below.

11.2 Contract Time Adjustments.

11.2.1 Any extension of the Contract Time must be requested in a Contractor Change Request which complies with all of the requirements of paragraphs 10.5.1 through 10.5.6. Failure to strictly comply with the timing and submittal requirements shall constitute a waiver of any request or claim.

11.2.2 If the Contractor is delayed at any time in the progress of the Work and such delay was caused, in whole or in part, by the act or omission of the City, or by changes ordered in the Work pursuant to strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any other causes beyond the Contractor's control, then the Contract Time shall be extended by the City. Such extensions will be for a period of time as the City may in its discretion determine, provided however that such delay could not have been avoided by the exercise of due diligence by the Contractor and did not result from the acts or omissions of the Contractor and, provided further, that they Contractor has taken reasonable actions to mitigate or prevent further delays resulting from such causes.

11.2.3 If abnormal weather conditions are the basis for a claim for an extension of the Contract Time, such claim shall be documented on the City of Aspen Daily Construction Log forms substantiating that weather conditions were unusually severe for that period of time, and could not have been reasonably anticipated. Regardless of actual weather conditions, any day in which the Contractor is able to work *Sixty Percent (60%) or more* of its scheduled work force shall not be counted as an abnormal weather day for purposes of calculating weather related time extensions.

11.2.4 The Contractor agrees that delays resulting from any causes other than acts or omissions of the City, its employees, agents or officials shall be considered fully compensated by a time extension only and agrees to make no claim for monetary damages for such delays. In no event shall the Contractor be entitled to recover any delay costs caused by the acts or omissions of the Contractor, its employees or agents.

11.2.5 If the Contractor believes that it has suffered delays in performing the Work that are caused by acts or omissions of the City, the Contractor may submit a Contractor Change Request with detailed justifications acceptable to the Project Manager. Failure of the Contractor to comply with all requirements shall constitute a waiver of any claim for damages resulting from such delays.

11.3 Contract Sum Determination

In no event shall the charge or credit to the City associated with any change exceed the sum of the following:

11.3.1 Direct Labor. Actual net direct increase or decrease in the cost of the Contractor's labor for all work associated with the change. Contractor's labor shall be limited to Davis-Bacon Act work categories or other labor (including salaried field personnel) that perform the individual change in Work full-time. For shop work, the direct labor includes workers who work directly on the item being manufactured or operators of equipment being used to handle items being manufactured.

11.3.2 Labor Burden. Contractor's actual costs for workers compensation and liability insurance, payroll taxes, social security and employees fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, i.e., social security. The burden shall include all small tools which cost less than $200 apiece.

11.3.3 Direct Material, Supplies, Installed Equipment. Actual net direct cost of materials, supplies and equipment incorporated in or consumed by the Work. If actual costs are not available, the cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.

11.3.4 Equipment. Actual net cost to the Contractor of owned and/or rented equipment other than small tools, to be determined using the following method(s):

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11.3.4.1 Owned equipment operating costs shall be determined using accepted industry standard forms and methods for "Owning and Operating Equipment" as described by the U.S. Army Corps of Engineers (COE) in its latest edition of the "Construction Equipment Ownership and Operating Expense Schedule, Region V" (Document No. EP 1110-1-8, Volume 5).

11.3.4.2 Rental equipment costs shall be determined using actual invoiced rates less all discounts for bare equipment rental. Operating costs will be determined based on rates in the above-cited C.O.E. manual.

11.3.4.3 Mobilization/demobilization costs will be paid if the equipment is mobilized exclusively for Work described in a change requested by the Project Manager or a Change Order. If the equipment is used on base contract work, no mobilization or demobilization cost will be paid. Mobilization/demobilization cost will be based on using the least expensive means to mobilize or demobilize. Equipment shall be obtained from the nearest available source. When the least expensive methods are used, then costs shown in the actual invoice will be the basis for pricing.

11.3.5 Bonds, Insurance, Permits and Taxes. Actual increases or decreases in the cost of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

11.3.6 Subcontract Costs. Net cost of subcontractor work at any tier, provided that the cost of the subcontractor is determined in accordance with the above requirements. When possible, the Contractor shall obtain quotes from two or more subcontractors.

11.3.7 Overhead and Profit.

11.3.7.1 A set percent of the sum as indicated/included in construction contract and/or specifications and of Section 11.3.1 through Section 11.3.5 above, to cover a profit for Work performed by that Contractor or subcontractor.

11.3.7.2 A set percent as indicated/included in construction contract and/or specifications of Section 11.3.6 above to cover Contractor's and subcontractor's overhead and profit for work performed by the Contractor or subcontractor.

11.3.7.3 Neither the Contractor nor any subcontractor, nor the City in the case of a credit, will attempt to apply these percentage adjustments in a way which would pyramid either the cost or credit because a subcontractor or subcontractors at any tier are involved.

11.3.8 Totals as Equitable Adjustment. The Contractor agrees that the total of the above constitutes an equitable adjustment for any and all damages resulting from a change or due to delay or disruption caused by the City. The Contractor's choice of idling and Down Time shall not constitute *City's cause* for delay or disruption.

11.4 Cost and Pricing Data

11.4.1 Vendor Statements. The Contractor shall submit in support of all items which are not unit prices or lump sum prices established by the Contract, statements by the affected vendors that the prices are not in excess of those previously charged to the City or the supplier's regular commercial customers for the same items.

11.4.2 Price Reductions for Defective Costs or Pricing Data. If it is later determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any subcontractor or supplier or that lower prices were readily available, the price shall be reduced accordingly and the Contract modified by a Change Order.

11.5 Variation in Quantity of Unit Priced Items:

Where the quantity of a unit-priced item in this Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than *25 percent* above or below the estimated quantity, an equitable adjustment in the Contract Price may be made by a written Change approved by the Contractor and the Project Manager. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above 125 percent or below 75 percent of the estimated quantity. The City at any time after the award of the Contract, may delete Bid items, provided that the total of such deletions does not exceed *twenty five percent (25%)* of the total Contract Price, and such deletions will not justify an increase in other Bid prices. If the quantity variation is such as to cause an increase in the time necessary for completing the Work the Contractor may request in writing, an extension of time only.

12 ARTICLE 12 – Reserved

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13 ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty:

13.1.1 The Contractor warrants and guarantees to City that all Work, whether supplied, furnished, installed, provided, or performed by Contractor, a Subcontractor, or Supplier, will be in accordance with the Contract Documents and will not be Defective. All Defective Work, whether or not in place, must be rejected, corrected or accepted as provided in this Article 13. Work shall be performed in a skillful and workmanlike manner. Except where longer periods of warranty are indicated for certain items, Contractor warrants Work, whether furnished, installed, provided, performed or supplied by Contractor, a Subcontractor or Supplier, to be free from faulty materials and workmanship for a period of not less than **Two Years** from date of Substantial Completion, which **Two Years** period shall be covered by the Maintenance Bond as specified in the Contract Documents. Landscaping replacement shall be warranted for two growing seasons.

13.1.2 The Contractor, at no additional expense to the City, shall remedy damage to equipment, the site, or the buildings or the contents thereof that is the result of any failure or defect in the Work, and restore any work damaged in fulfilling the requirements of the Contract Documents.

13.1.3 With respect to all warranties, express or implied, from Subcontractors, manufacturers, or Suppliers for Work performed and materials furnished under the Agreement, the Contractor shall:

13.1.3.1 Obtain all warranties that would be given in normal commercial practice. To the extent that the Subcontractor's, manufacturer's, or Supplier's, standard warranty exceeds the minimum City requirements as set forth in this Article or elsewhere in the Contract Documents, the Subcontractor's, manufacturer's, or Supplier's standard warranty shall apply. Otherwise, the Contractor shall be responsible for a *Two-Year* term under the Maintenance Bond.

13.1.3.2 Require all warranties to be executed, in writing, for the benefit of the City, if directed by the Project Manager.

13.1.3.3 Enforce all warranties for the benefit of the City, if directed by the Project Manager.

13.1.3.4 Assign all warranties and guarantees in writing to the City upon the request of the City.

13.1.4 Notwithstanding anything to the contrary above, the Contractor shall warrant that all equipment which are incorporated into the Work or any subsystem shall be new, free from liens and defects in design, have clear title, be free from faulty materials and workmanship, and shall conform in all aspects to the terms of the Contract Documents, to the drawings issued for manufacture by the Contractor, and shall be in conformance with the Technical Specifications and Contractor's Proposal (except in those instances where the Contractor's Proposal has been amended by subsequent Technical Specifications). Unless the warranty period is otherwise extended or modified, the following warranty shall apply. If within One *(1) Year unless indicated otherwise,* from the date each piece of equipment incorporated into the Work or any subsystem is accepted by the City, it appears that the equipment or any part thereof does not conform to the above warranty and guarantee provisions, and the City so notifies the Contractor within a reasonable time after its discovery, the Contractor shall thereupon promptly correct such nonconformity to the satisfaction of the City, at the Contractor's sole expense; failing which the City may reject the item and cover by purchasing substitute items or the City may proceed to make corrections or accomplish the Contractor's performance by the most expeditious means available, the cost of cover or correction shall be charged to the Contractor.

13.1.4.1 The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such equipment shall conform with the requirements of the Contract Documents.

13.1.4.2 When return, corrections, or replacement is required, transportation charges and responsibility for the supplies and equipment while in transit shall be borne by the Contractor.

13.1.5 In addition to the foregoing, in the event that any single component in the Work experiences failures during the warranty period such that the number of failures under normal service conditions exceeds ten percent (10%) of

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the Work population of that component, the Contractor shall perform a design defects analysis. If the analysis shows the component design to be defective, the component shall be redesigned, and the entire population of that component shall be replaced and/or retrofitted.

13.1.6 Whenever there is a conflict between the warranties required by the Contract Documents and the warranty provided by a Subcontractor, manufacturer or Supplier, the terms and conditions of the warranty that affords the City the greatest protection shall be binding upon the Contractor.

13.1.7 The above warranties or other warranties agreed to by Contractor shall not limit the City's rights under other provisions of this Article with respect to latent defects, gross mistakes, or fraud.

13.1.8 Neither the foregoing nor any provision in the Contract Documents, nor any special guarantee time limit, shall be held to limit the Contractor's liability for defects, to less than the legal limit of liability in accordance with the law of the place of building.

13.1.9 Any supplies or equipment, or parts thereof, corrected or furnished in replacement under this Article, shall also be subject to the terms of the warranty provisions herein to the same extent as supplies and equipment initially delivered. The warranty, with respect to supplies, equipment, or parts thereof, shall be equal in duration as if initially delivered and shall run from the date of delivery of the corrected or replaced supply, or upon the date it is placed in service, whichever is later.

13.2 Access to Work:

The Project Manager and the Project Manager ’s representatives, other representatives of the City, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work, at any time for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

13.3 Tests and Inspections:

13.3.1 The Contractor shall cooperate with material testing persons and firms, and for required inspections, and compliance and approval tests for the Work performed by the Contractor or his/her Subcontractor(s).

13.3.2 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or Re-testing required in connection with the City’s or the Project Manager ’s acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to The Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, testing, re-testing and approvals in addition to the above that are required by the Contract Documents shall be paid by the Contractor (unless otherwise specified within the special conditions). The City will conduct and pay for the conformance tests on materials installed in-place, and the Contractor shall pay for re-testing of all failing and non-conforming materials thereafter.

13.3.3 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by professional firms or certified materials laboratories acceptable to the Project Manager.

13.3.4 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of the Project Manager, it must, be uncovered for observation. Such uncovering and testing when required by the Project Manager shall be at the Contractor's expense.

13.3.5 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

13.4 Uncovering Work:

13.4.1 If any Work is covered contrary to the written request of the Project Manager it must, if requested by the Project Manager, be uncovered for the Project Manager ’s observation and replaced at the Contractor's expense.

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13.4.2 If the Project Manager considers it necessary or advisable that covered Work be observed by the Project Manager or inspected or tested by others, the Contractor, at the Project Manager 's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, the Contractor shall bear all direct; indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the City shall be entitled to an appropriate decrease in the Contract Price.

13.5 City May Stop the Work:

If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

13.6 Correction or Removal of Defective Work:

If required by the Project Manager or the City, the Contractor shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Project Manager or the City, remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.7 Correction Period:

If within *Two Years* after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, the Contractor shall promptly without cost to City and in accordance with City's written instructions, either correct such Defective Work, or, if it has been rejected by City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment or portion of Work is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment. Landscaping replacement shall be warranted for two growing seasons.

13.8 Acceptance of Defective Work:

If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, the City may do so. The Contractor shall bear all direct, indirect and consequential costs attributable to the City's evaluation of and determination to accept such Defective Work. All accepted defective Work shall be subject to significant price reduction acceptable to the City and the City Project Manager.

13.9 City May Correct Defective Work:

If the Contractor fails within *Ten (10) consecutive calendar days* after written notice of the Project Manager or the City to proceed to correct and to correct Defective Work or to remove and replace rejected Work as required by the Project Manager or the City in accordance with paragraph 13.6., or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the City may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the City shall proceed expeditiously to the extent necessary to complete corrective and remedial action. The City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere. The Contractor shall allow the City, the City's representatives, agents and employees such access to the site as may be necessary to enable the City to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the City in exercising such rights and remedies will be charged against the Contractor, and a Change Order will be issued by the City incorporating the necessary

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revisions in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's Defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's rights and remedies hereunder.

3.10 Correction Period:

Work performed beyond the lines and grades on the Drawings or approved Design Documents, Construction Documents or Shop Drawings and extra work done without written authorization, will be considered as unauthorized work, and the Contractor will receive no compensation therefore. If required by the City, unauthorized work will be remedied, removed, or replaced by the Contractor at the Contractor's expense.

14 ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Determination of Work Value:

The Work quantities recorded on the City of Aspen Daily Construction Log forms shall serve as the basis for preparation and justification of the progress payments. Payments to the Contractor shall be prepared on the City of Aspen Progress Pay Estimate Form on account of Unit Price Work based on the number of units actually installed complete in place and transferred from the Daily Construction Logs.

14.2 Application for Progress Payment:

14.2.1 Progress payments shall be made once each month as the Work progresses, when the Contractor is performing satisfactorily under the terms of the Contract Documents. Said payments shall be based upon progress estimates prepared by the Project Manager, of the value of work performed and materials placed in accordance with the Contract Documents and the value of materials on hand in accordance with these General Conditions. The amount of the progress estimate to be paid to the Contractor shall be subject to the following:

14.2.1.1 STANDARD RETAINMENT. The City shall make a deduction from the progress estimate in the amount considered necessary to protect the interests of the City, pursuant to Section 24-91-103, CRS. That amount to be retained shall be as follows: for the contract price over $150,000.00 the retained amount shall be 5% of the value of the completed work. No further retainment shall be withheld if the Contractor makes satisfactory progress in the Contract Work. The amount retained shall be in effect until such time as final payment is made, with the following exceptions:

14.2.1.2 When one hundred Percent (100%) of the Work has been complete, the Project Manager may, at his/her discretion, reduce the retained amount by fifty percent (50%) of the required retainage.

14.2.1.3 Upon one hundred percent (100%) completion and acceptance of the project, the Project Manager may reduce the retainment to fifty percent of the required retainage. In addition to standard retainment, the City shall withhold funds for claims against the Contractor filed by Subcontractors and Suppliers, pursuant to Section 38-26-107, CRS.

14.2.2 NO PAYMENT*:* A progress payment shall not be made when the total value of the work done since the last estimate amounts is less than $500.00.

14.2.3 LUMP SUM ITEMS: All lump sum Bid items shall be paid on a pro-rata basis determined by the percentage of the total Work completed or if the Bid item is installed or completed *One Hundred Percent (100%)* in place and accepted by the Project Manager.

14.2.4 SUBCONTRACTOR PAYMENTS: In addition to the other requirements regarding subcontracting the Work, the Contractor is responsible for prompt payments to all Subcontractors. As a minimum, the Contractor is responsible for prompt payments to all Subcontractors. As a minimum, the Contractor shall incorporate provisions in all subcontracts to satisfy the following requirements:

14.2.4.1 The Contractor shall make payments to all Subcontractors at least once each month as the Work progresses, when the Subcontractor is performing satisfactorily under the terms of the Contract Documents between the Contractor and Subcontractor.

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14.2.4.2 Payments to Subcontractors shall be based on all moneys due the Subcontractor under the terms of the contract between the Contractor and Subcontractor.

14.2.4.3 The Contractor shall make payments to Subcontractors within 10 days of receipt of the City's payment to the Contractor.

14.2.4.4 Subcontractors and lower tier subcontractors shall make payments to their subcontractors, according to the requirements above and shall make payments within 10 days of receipt of payment from the next higher tier.

14.3 Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any progress pay estimate approved for Payment, whether incorporated in the Project or not, will pass to the City no later than the time of payment free and clear of all Liens.

14.4 Project Manager ’s Review of Progress Payments.

14.4.1 The Project Manager ’s recommendation of any payment requested in an Application for Payment will constitute a representation by the Project Manager to the City, based on the Project Manager’s on-site observations of the Work in progress and on the Project Manager’s review of the pay estimate form and the accompanying data and schedules that the Work has progressed to the point indicated; that to the best of the Project Manager’s knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work in the Bid Proposal form, and to any other qualifications stated in the recommendation); and that the Contractor is entitled to payment of the amount recommended. However, by recommending any such payment the Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the Project Manager in the Contract Documents or that there may not be other matters or issues between the parties that might entitle the Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

14.4.2 The Project Manager may refuse to recommend the whole or any part of any payment if, in the Project Manager’s opinion, it would be incorrect to make such representations to the City. The Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager ’s opinion to protect the City from loss because:

14.4.2.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement;

14.4.2.2 The Contract Price has been reduced by Written Amendment or Change Order;

14.4.2.3 The City has been required to correct Defective Work or complete Work in accordance with paragraph 13.9.; or,

14.4.2.4 Of the Project Manager ’s actual knowledge of the occurrence of any of the events enumerated in Article 15.

The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against the City on account of the Contractor's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling the City to a set-off against the amount recommended, but the City must give the Contractor immediate written notice (with a copy to the Project Manager) stating the reasons for such action.

14.5 Substantial Completion:

14.5.1 The date accepted by the City when the construction of all Work items in the project or a specified part thereof is) completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purpose for which it is intended shall establish substantial completion for the project or for a specified part.

14.5.2 When the Contractor considers the entire Work ready for its intended use, the Contractor shall coordinate with the City an inspection of the Work and conduct such tests as required to ensure the Work meets or exceeds all Performance Standards to help determine the status of completion. If the City does not consider the Work satisfactorily complete, the Project Manager shall notify the Contractor in writing giving the reasons therefore. There shall be a Punch List of the items to be completed before final inspection and final payment at the time of delivery of

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the completed punch list items, the City must conduct a final inspection and upon acceptance by the City, the Contractor shall deliver a fully executed Claim Release form to facilitate the project closure.

14.6 Partial Utilization:

Use by the City of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the City, the Project Manager and the Contractor agree constitutes a separately functioning and useable part of the Work that can be used by the City without significant interference with the Contractor's performance of the remainder of the Work, may be accomplished prior to Final Completion of all the Work subject to the following:

14.6.1 The City at any time may request the Contractor in writing to permit the City to use any such part of the Work which the City believes to be ready for its intended use and substantially complete. If the Contractor agrees, the Contractor will certify to the City and the City Project Manager that said part of the Work is substantially complete.

14.7 Final Inspections:

Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the City will make a final inspection with the Project Manager and the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective. The Contractor shall immediately take such measures as are necessary to remove and eliminate all such deficiencies. All deficiencies or incomplete Work items shall be recorded by the City Project Inspector on a Punch List Sheet(s) and distributed to the Contractor and the Project Manager immediately.

14.8 Final Progress Payment:

14.8.1 After the Contractor has completed all such corrections to the satisfaction of the City and delivered all maintenance and operating instructions, schedules, guarantees, as-built documentation (as provided in paragraph 6.12) and other documents - all as required by the Contract Documents, and after the City has indicated that the Work is acceptable, the Contractor shall deliver to the Project Manager a fully executed and notarized Claim Release Form and the City Project Manager Department will advertise for project closure and release of the final retainment. The final pay estimate will consist of retainment amount only. Final payment will be released following a thirty (30) day waiting period from the date of the second publication of the advertisement for final settlement and closure if no verified claim has been filed with the City.

14.9 Settlement Date, Notice to Subcontractors, Acceptance and Final Payment:

If, on the basis of the Project Manager 's observation of the Work during construction and final inspection, and the Project Manager 's review of the final progress Payment and accompanying documentation - all as required by the Contract Documents, the Project Manager represents to the City that the Work has been completed and the City is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the City shall cause to be published on two (2) consecutive weeks in the weekly editions of the *Aspen Times*, a public notice setting a final settlement date; which said settlement date shall be at least ten (10) days after the second publication. Said notice shall advise all persons, co-partnerships, associations of persons, companies, or corporations that have furnished labor, provisions, materials, team hire, sustenance, or other supplies used or consumed by Contractor or his subcontractor(s), that they may file a claim with the City, at any time up to and including the time of final settlement. Upon filing of any such claim, the City shall withhold from retainment withheld in accordance with the Contract Documents, to insure the payment of said claims until the same have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with City a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agents or assigns. Such funds shall not be withheld longer than *Ninety Days* following the date fixed for final settlement as published unless an action is commenced within that time to enforce such unpaid claim and a notice of *Lis Pendens* is filed with the City. At the expiration of such ninety-day period, the City shall pay to Contractor such moneys and funds as are not subject of suit and *Lis Pendens* notices and shall retain thereafter, subject to the final outcome thereof, only such balance of funds to insure the payment of judgments which may result from such suit.

14.9.1 If, the remaining balance to be held by the City for Work not fully completed or corrected is less than the retainage set forth at paragraph 14.2., and if Bonds have been furnished as required in Article 5, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Manager . Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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14.10 Contractor's Continuing Obligation: The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Project Manager , nor the issuance of a certificate of Substantial Completion, nor any payment by the City to the Contractor under the Contract Documents, nor any act of acceptance by the City nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Project Manager pursuant to paragraph 14.9, nor any correction of Defective Work by the City will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.11 Liquidated Damages:

14.11.1 TIME FOR COMPLETION: It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning Work and the time of completion as specified herein are essential conditions of the Agreement. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and at such rate of progress as will ensure completion within the time(s) specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time(s) for completion of the Work described herein are reasonable time(s) for the completion of the Work, taking into consideration the average climatic conditions prevailing in the locality of the Work.

14.11.2 TIME IS OF THE ESSENCE TO THE AGREEMENT: It is further agreed that time is of the essence in completing the Work, and that the Project Work Schedule referenced at paragraph 6.7 and the Submittal Schedule referenced at paragraph 6.19 and all dates set forth therein and where in the Contract Documents, an additional time is allowed for the completion of the Work, the new time limit fixed by such extension shall be of the essence of the Contract.

14.11.3 LIQUIDATED DAMAGES: Substantial Completion of the Construction Phase are of paramount importance to the City. If any portion of the Work is not completed in accordance with any time extensions granted by the City, the City will suffer damage, the extent of which will be impractical and extremely difficult to estimate accurately. Therefore, as part of the consideration for executing the Contract, it is hereby agreed that the Contractor shall pay to the City the amounts specified in the *Liquidated Damages Form* included in the Contract Documents. This particular provision shall not be construed as a penalty upon said Contractor for failing fully to complete said Work as agreed in the Proposal and Contract Documents nor is it intended, but as Liquidated Damages to compensate the City for all costs incurred as a result of such breach of Contract.

14.11.4 DELAYS IN WORK COMPLETION OF CONSTRUCTION PHASE: Subject to the terms of "Excusable Delays", as contained in Section 14.11.6. of the General Conditions, the Contractor expressly agrees to pay the City as a reasonable estimate of just compensation for damages contemplated with the clause, the amount set forth in the Liquidated Damages Form for each consecutive calendar day that Substantial Completion is delayed in the Construction of the project. In no event shall the total amount of liquidated damages exceed *Twenty Percent (20%)* of the total Contract Price for the Construction.

14.11.5 DELAYS IN SUBMITTAL OF AS-BUILT DOCUMENTATION: Should the Contractor fail to make delivery of the as-built documentation covered in the Contract Documents prior to release of the final payment, it shall pay liquidated damages to the City the amounts equal to preparation cost of the As-Built drawings by the City and its Project Manager and Surveyors.

14.11.6 EXCUSABLE DELAYS - FORCE MAJEURE: If, by reason of Force Majeure, any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the liability then claimed, but for no longer period, and any such party shall remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Colorado or any political subdivision, except the City, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the

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settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

14.11.7 CUMULATIVE REMEDY: The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under contract.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 City May Suspend Work:

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor and will fix the date on which work will be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both if the *Consecutive Calendar Days* are used to complete the Work, directly attributable to any suspension if the Contractor makes an approved claim therefor as provided in Article 11. Other Work suspensions such as delayed start or phased construction shall not entitle the Contractor to any compensation of payment or time.

15.2 City May Terminate:

Upon the occurrence of any one or more of the following events:

15.2.1 If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3 If the Contractor makes a general assignment for the benefit of creditors;

15.2.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

15.2.5 If the Contractor admits in writing an inability to pay its debts generally as they become due;

15.2.6 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 6.7 as revised from time to time);

15.2.7 If the Contractor disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 If the Contractor disregards the authority of Project Manage or,

15.2.9 If the Contractor otherwise violates in any substantial way any provisions of the Contract Documents:

The City may, after giving the Contractor (and the surety, if there be one) seven days written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude the Contractor from the site and take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will

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be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the City. Such costs incurred by the City will be approved as to reasonableness by the Project Manager and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the City shall not be required to obtain the lowest price for the Work performed.

15.2.10 Where the Contractor's services have been so terminated by the City, the termination will not affect any rights or remedies of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

15.2.11 Upon seven days' written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

15.3 Contractor May Stop Work or Terminate:

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the City or under an order of court or other public authority, then the Contractor may, upon seven days written notice to the City and the Project Manager , terminate the Contract and recover from the City payment for all Work executed and installed in place and any expense sustained plus reasonable termination expenses. The provisions of this paragraph shall not relieve the Contractor of the obligations under Article 6 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the City.

ARTICLE 16 - MISCELLANEOUS

16.1 Nondiscrimination

During the performance of this Contract, the Contractor agrees as follows:

16.1.1 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. Contractor agrees to meet all of the requirements of Owner's municipal code, pertaining to non-discrimination in employment.

16.1.2 In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or Supplier shall be notified by the Contractor of the subcontractor's obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, national origin, sexual orientation, age, marital status, being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran.

16.1.3 The Contractor will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16.2 Giving Notice:

16.2.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2.2 Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

Owner:
City Manager
City of Aspen
427 Rio Grande Place

Aspen, Colorado 81611

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With a copy to:

City Attorney
City of Aspen
427 Rio Grande Place
Aspen, Colorado 81611

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

16.3 Computation of Time:

16.3.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.3.2 A consecutive calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day. A working day is any day; Monday through Friday of each week, also called business day.

16.4 General Responsibilities:

Should the City or the Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.4.1 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor by the General Conditions, and all of the rights and remedies available to the City thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

16.5 Independent Contractor Status:

It is expressly acknowledged and understood by the parties that nothing in this agreement shall result in, or be construed as establishing an employment relationship. The Contractor shall be, and shall perform as, an independent the Contractor who agrees to use his best efforts to provide the Work on behalf of the City. No agent, employee, or servant of the Contractor shall be, or shall be deemed to be, the employee, agent or servant of the City. The City is interested only in the results obtained under the Contract Documents. The manner and means of conducting the Work are under the sole control of the Contractor. None of the benefits provided by the City to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from the City to the employees, agents or servants of the Contractor. The Contractor shall be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, servants and subcontractors during the performance of the Contract.

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THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION BENEFITS AND SHALL BE OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THE CONTRACT.

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. Contractor 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 Owner. No agent, employee, or servant of Contractor shall be, or shall be deemed to be, the employee, agent or servant of the Owner. Owner is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Contractor. None of the benefits provided by Owner to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from Owner to the employees, agents or servants of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, servants and consultants during the performance of this contract. Contractor shall indemnify Owner 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 Contractor and/or Contractor 's employees engaged in the performance of the services agreed to herein.

16.6 Prohibited Interest:

No member, officer, or employee of the City of Aspen shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16.7 Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflict of Interest:

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

16.7.1 The Contractor agrees not to give any employee or former 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 of 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 Contract or to any solicitation or proposal therefor.

16.7.2 It shall be a material breach of the Contract for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a Subcontract or order. The Contractor is prohibited from inducing, by any means, any person employed under this Contract to give up any part of the compensation to which he/she is otherwise entitled. The Contractor shall comply with all applicable local, state and federal "anti-kickback" statutes or regulations.

16.8 Payments Subject to Annual Appropriations:

If the contract awarded extends beyond the calendar year, nothing herein shall be construed as an obligation by the City beyond any amounts that may be, from time to time, appropriated by the City on an annual basis. It is understood that payment under any contract is conditional upon annual appropriation of funds by said governing body and that before providing services, the Contractor, if it so requests, will be advised as to the status of funds appropriated for services or materials and shall not be obligated to provide services or materials for which funds have not been appropriated.

16.9 Contractor Acceptance:

16.9.1 The acceptance by the Contractor of any payment made on the final completion of Work under these General Conditions, or of any final payment due on termination, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, has or may have against the City under the provisions of these Contract Documents.

16.9.2 No action shall be maintained by Contractor, its successors or assigns, against the City or the Project Manager on any claims based upon or arising out of this Contract or out of anything done in connection with this Contract unless

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such action shall be commenced within 180 days after the date approval of the final progress payment hereunder, or within 180 days of the termination of this Agreement.

16.10 Successors and Assigns

This Contract and all of the covenants hereof shall inure to the benefit of and be bidding upon the City and the Contractor respectively and their agents, representatives, employees, successors, assigns and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet his or her interest or obligations hereunder without the written consent of the other party.

16.11 Third Parties

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

16.12 Waiver

The waiver by the Owner 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 Owner. Forbearance or indulgence by the Owner in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by Contractor of said term, covenant or condition, the Owner shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

16.13 Contract Made in Colorado

The Parties agree that this Contract was made in accordance with the laws of the State of Colorado and shall be so construed. The Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.

16.14 Attorney's Fees

In the event that legal action is necessary to enforce any of the provisions of this Contract, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

16.15 Waiver of Presumption

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

16.16 Severability Clause:

If any provision of the Contract is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America or the State of Colorado, all other provisions of the Contract shall remain in full force and effect.

16.17 Audit and Records

The Contractor shall maintain all data and records pertinent to the Work performed under this Contract, in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of *seven (7) years* from the date of final payment under this Contract, or for such longer period, if any, as is required by applicable statute or by other articles of the Contract Documents. The authorized representatives of the U.S. Department of Transportation, Comptroller General of the United States, the State of Colorado and the City shall have access to all such data and records for such time period to inspect, audit and make copies thereof during normal business hours. The Contractor covenants and agrees that it shall require that any Subcontractor utilized in the performance of this Agreement shall permit the authorized representatives of the United States Department of Transportation, the State of Colorado, and the City, to similarly inspect and audit all data and records of said Subcontractors relating to the performance of said Subcontractors under this Agreement for the same time period.

16.8 Audit

16.18.1 COST OR PRICING DATA: If the Contractor has submitted cost or pricing data in connection with the pricing of any modification to the Contract, unless the pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by

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law or regulation, the Project Manager or a representative of the City shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to negotiating, pricing or performing the modification, in order to evaluate the accuracy, completeness, and currency of the cost and pricing data. In the case of pricing any modification, the authorized representatives of the U.S. Department of Transportation, and the State of Colorado shall have the same rights.

16.18.2 AVAILABILITY: The Contractor shall make available at its offices at all reasonable times the materials described in the Contract Documents, for examination, audit, or reproduction, until seven (7) years after final payment under the Contract, or for any period, if any, as is required by applicable statute or by other articles of this Contract.

16.18.3 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three years after any resulting final termination payment.

16.18.4 Records pertaining to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

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MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, the undersigned, as _____

_____, of _____, as Principal, hereinafter referred to as "Principal", and

_____
,
a corporation organized under the laws of the State of _____, and qualified to transact business in the State of Colorado, as "Surety" are held and firmly bound unto the City of Aspen, Colorado, as obligee, hereinafter referred to as "City," in the penal sum of:

_____
Dollars ($_____), lawful money of the United States of America, for the Payment of which sum, well and truly to be made to the City, we bind ourselves, and our heirs, executors, administrators, successors, and assignees, jointly and severally, by these presents:

WHEREAS, said Principal has entered into a written Contract with the obligee dated _____, for furnishing all equipment, labor, tools and materials for: _____ in accordance with detailed plans and specifications on file in the office of the City Clerk of said City, a copy of which Contract is attached hereto and made a part hereof.

NOW THEREFORE, The conditions of the foregoing obligations are such that if the said Principal shall well and truly perform all the covenants and conditions of this Contract on the part of said Principal to be performed, and repair or replace all defects for a period of two year(s) as provided herein, and protect and save harmless the City of Aspen, Colorado, from all loss and damages to life or property suffered or sustained by any person, firm or corporation, caused by said Principal or his agents or his employees, in the performance of said work, or by, or in consequence of any negligence, carelessness, or misconduct in guarding and protecting same, or from any improper or defective equipment or materials used in the work, or other damages, costs and expenses and set forth in such Contracts, then this obligation shall be void otherwise to remain in full force and effect in law.

This Bond guarantees that the material and equipment furnished and used, and workmanship employed in the performance of the work described in this Contract will be of such character and quality as to insure it to be free from all defects and in continuous good order and in a condition satisfactory to the Governing Body of the City of Aspen for a period of two year(s) from the date of the issuance of the Certificate of Completion.

This Bond guarantees that the said Principal will keep and maintain the subject work without additional charge or cost to the City of a period specified, and make such repairs or replacement of any defective construction as the City may deem necessary.

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The said Principal shall not be required to maintain any part of the improvement under this guarantee which, after its completion and acceptance shall have been removed or altered by the City or its agent.

SIGNED AND SEALED this _____ day of _____, 20___.

PRINCIPAL: _____ (seal)

By: _____ Attest: _____

Title: _____

SURETY:
_____ (seal)

By: _____ Attest: _____

Title: _____

(Accompany this bond with certified copy of General Power of Attorney from the Surety Company to include the date of the bond.)

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PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, as,

_____ having a legal business
(Principal's Name)

address at _____,
(Principal's Address)

a _____, as Principal, hereinafter called "Principal", and
(Corporation, Partnership, or Individual)

_____,
(Surety's Name)

_____,
(Surety's Address)

a corporation organized under the laws of the State of _____, and qualified to transact business in the State of Colorado, hereinafter called "Surety", are held and firmly bound unto the City of Aspen, a Colorado home rule municipality, as Obligee, hereinafter called "City", in the amount of :

_____ ($_____), in lawful money of the United States for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly unto these present.

WHEREAS, Principal has by written agreement dated _____, 20___, entered into a contract with the City for a project entitled: _____(project no._____)
in accordance with the Contract Documents which Contract Documents is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as having a direct contract with the Principal or with subcontractor of the Principal for labor, material, or both, used or reasonably required for the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract.

2. The above-name Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined who has not been paid in full before the expiration of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for use of such sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall commence hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal shall have given written notice to any of the following: The Principal, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work of labor was done or performed. Such notice shall be served by mailing the same registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Colorado.

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(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state of competent jurisdiction in and for the County of Pitkin, State of Colorado.

4. The amount of this Bond shall be reduced to the extent of any payment or payments made hereunder, inclusive of the payment by surety of liens or claims which may be filed of record against the improvement(s), whether or not claim for the amount of such lien be presented under and against this Bond.

5. This Bond is intended to be in satisfaction of, and in addition to, the bond required pursuant to Section 38-26-105, C.R.S., as amended.

6. No final settlement between the City and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL: _____ (seal)

By: _____ Attest: _____

Title: _____

SURETY:_____ (seal)

By: _____ Attest: _____

Title: _____

NOTE: Accompany this bond with certified copy of General Power of Attorney from the Surety Company to include the date of the bond. (Date of Bond must not be prior to date of Contract). If Principal is a Partnership, all partners should execute Bond.

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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, as, _____

_____ having a legal business
(Principal's Name)

address at _____,

a _____ as Principal, hereinafter called "Principal", and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

a corporation organized under the laws of the State of _____, and qualified to transact business in the State of Colorado, hereinafter called "Surety", are held and firmly bound unto the City of Aspen, a Colorado home rule municipality, as Obligee, hereinafter called "City", in the amount of:

_____ ($_____),
in lawful money of the United States for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly unto these present.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with City for _____ in accordance with the Contract Documents which Contract Documents is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety and during the guaranty period, and if Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Principal shall be, and declared by City to be in default under the Contract, the City having performed City's obligation hereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by City to Principal under the Contract and any amendments thereto, less the amount properly paid by City to Principal.

(3) Any contract or succession of contracts entered into hereunder for the completion of the Contract, shall also be subject to this bond as part of the original Contract obligations.

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This bond is intended to be in satisfaction of, and in addition to, the bond required pursuant to Section 38-26-106, C.R.S., as amended.

This bond, as a penalty and indemnification bond, shall also entitle City to recover as part of the completion of the Contract or the payment of any labor or material costs hereunder, actual and consequential damages, liquidated and unliquidated damages, costs, reasonable attorneys fees and expert witness fees, including, without limitations, the fees of engineering or architectural consultants.

Surety, for value received, hereby stipulates and agrees that to indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of the contract which the City may be required to make under the law by any reason of such failure or default of the Principal.

Further, Surety and Principal shall protect, defend, indemnify and save harmless the City's officers, agents, servants, and employees from and against all claims and actions and all expenses incidental to the defense of such claims or actions, based upon or arising out of injuries or death of persons or damage to property caused by, or sustained in connection with, this Contract by conditions created thereby, and on request of the City will assume the defense of any claim or action brought against the City.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the employees, agents, administrators or successors of City.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL: _____ (seal)

By: _____ Attest: _____

Title: _____

SURETY:
_____ (seal)

By: _____ Attest: _____

Title: _____

NOTE: Accompany this bond with certified copy of General Power of Attorney from the Surety to include the date of the bond. (Date of Bond must not be prior to date of Contract.) If Principal is Partnership, all partners should execute Bond.

UTILITIES
CITY OF ASPEN

City of Aspen Electric Cable Replacement Project Koch Park to City Market Design

Koch Park to City Market

1 inch equals 175 feet
when printed at 11" x 17"

Map Date: February 19,

N

This map/drawing/image is a graphical representation of the features depicted, and is not a legal representation. The accuracy may change depending on the enlargement or reduction.

CITY OF ASPEN

Current

STAFF REPORT

TO: *Mayor and City Council*

FROM: *Perry Kleespies, Capital Asset Manager*

THROUGH: *Robert Schober, Capital Asset Director*

MEETING DATE: *March 10th, 2026*

SUBJECT: *Resolution #2026-026, Purchase Contract for Affordable Employee Housing Unit located at 209 AABC Unit L; Aspen.*

INTENDED OUTCOME:

1) Approve Resolution #2026-026 and the attached purchase contract for 209 Aspen Airport Business Center (AABC), Unit L, for $1,525,000 with $76,250 in earnest money and standard contingencies and authorize the City Manager (or designee) to execute all necessary documents.
2) If approved, the acquisition adds a centrally located, non-deed-restricted unit to support employee recruitment, retention, and operational resilience. If denied, staff will terminate under the Council-approval contingency and recover earnest money.
3) The request aligns with Council's workforce-support principles by expanding high-quality employee housing inventory near transit, services, and City facilities.

EXECUTIVE SUMMARY:

Staff, working with Aspen Snowmass Sotheby's International Realty, placed the City of Aspen under contract on February 6th, 2026, to purchase a 3-bed, 2-bath, 1,076-square-foot condominium, Unit L at Lofts at Deer Hill (street address 209 AABC, Unit L) for $1,525,000. Closing is scheduled for April 7th, 2026, 60 days from Mutual Execution of Contract (MEC). The agreement is contingent upon City Council approval within 45 days of MEC, March 23, 2026. If Council does not approve the purchase by that date, the contract automatically terminates and the City's earnest money is returned.

DISCUSSION:

The City of Aspen's ability to offer affordable housing is vital for retention and recruitment of employees. Staff continually monitor the housing market for opportunities to acquire additional quality housing units of fair market value to add to the City's inventory. In 2023, the city acquired its first unit located at the Lofts at Deer Hill, 209 AABC, Unit R. Unit R has proven to be a high-quality and cost-effective addition to the City's inventory. Staff have been monitoring the Lofts at Deer Hill for future opportunities to acquire another unit

in this condominium complex. With the help of Aspen Snowmass Sotheby's International Realty, Staff was able to negotiate and put Unit L under contract at fair market value based on nearby comps and on the price paid by the City for other purchases in years past and the current market. The Asset Department's review and third-party real estate inspection found the unit to be in good shape with no objectionable items found. HOA dues cover sewer, insurance, water, trash, snow removal, and grounds maintenance. Individual owners are responsible for the cost of electricity. The purchase price does include the washer, dryer, range, refrigerator, dishwasher, microwave, window coverings, and one reserved parking space. The unit is located approximately a 10-minute drive from City Hall, near walking/biking trails, the transit line, and a grocery store.

BASIS FOR VENDOR SELECTION:
This is a real estate acquisition under a standard Colorado Contract to Buy and Sell Real Estate; therefore, competitive procurement does not apply. Staff and the City's real-estate broker evaluated availability, location suitability, contract protections, and price reasonableness using comparable sales and past City acquisitions. The assignability clause and City-Council-approval contingency protect the City's interests.

FINANCIAL IMPACTS:

1) Spending Authority:
    a) Council approval authorizes a one-time $1,525,000 expense in cash from the 505-Fund for the purchase of 209 AABC, Unit L.
    b) The HOA dues for this unit are currently $14,470.52 annually. Staff requests $15,000 in additional ongoing annual budget authority for the 505 Employee Housing operations budget (505-119-11933-54910); to be officially adopted in 2026 Fall Supplemental budget process.

2) Fund: 505 Employee Housing Fund. The 2026 projected ending fund balance of approximately $9,686,000 can support the one-time acquisition expenditure and the ongoing increase in operating budget.

ENVIRONMENTAL IMPACTS:
By providing another employee housing unit within City limits it increases the possibility to relocate an employee who may be commuting from further away which will reduce the overall greenhouse gas emissions by potentially shortening employee commute distances. No new site disturbance is proposed. As an existing condominium within AABC, environmental impacts are limited to routine occupancy and any minor interior updates over time.

RECOMMENDATIONS:
Staff recommends approval of Resolution #2026-026 for the purchase of 209 AABC, Unit L (Lofts at Deer Hill) for $1,525,000, authorizing the City Manager (or designee) to

execute all documents and take all actions necessary to close. This action strengthens the City's workforce housing capacity in a strategic location.

ALTERNATIVES:

Do not approve the purchase. Staff will exercise the Council-approval termination right within 45 days of MEC and recover earnest money; housing capacity would not increase, and market availability may tighten. Staff will continue to monitor the market for other opportunities.

CITY MANAGER COMMENTS:

ATTACHMENTS:

Exhibit A – 209 AABC Unit L-Contract to Buy and Sell Real Estate

RESOLUTION #026
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT TO PURCHASE PROPERTY LOCATED AT 209 AABC #L, ASPEN, COLORADO AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH DOCUMENTS AS NECESSARY TO COMPLETE THE PURCHASE.

WHEREAS there has been submitted to the City Council a contract to purchase property located at 209 AABC #L, Aspen, Colorado, 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 to Buy and Sell Real Estate by and between the City of Aspen and Open Arms West LLC, for the property located 209 AABC #L, Aspen, Colorado, a copy of which is annexed hereto and incorporated herein and does hereby authorize the City Manager to execute such documents as necessary to complete the purchase.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 10th day of March 2026.

_____
Rachael E. Richards, 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, March 10th, 2026.

_____
Nicole Henning, City Clerk

This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.

CBS1 Contract to Buy and Sell Real Estate (Residential)
Adoption Date: August 5, 2025
Mandatory Use Date: January 1, 2026

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: ***2/3/2026***

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. ***City of Aspen*** (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** ***TBD***.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. ***OPEN ARMS WEST LLC*** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of ***Pitkin***, Colorado (insert legal description):

Subdivision: LOFTS AT DEER HILL Unit: L

known as: ***209 AABC, Unit L Aspen, CO 81611***

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Additional. If on the Property on the date of this Contract, whether attached

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or not, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:
Seller will provide a List of Inclusions and Exclusions within 7 days of MEC.

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.4. Home Warranty. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of certain Inclusions.

2.5.5. Inclusions - Encumbered. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:
Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lessor before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.6. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.7. Parking and Storage Facilities. The use or ownership of the following parking facilities:
One assigned parking space; and the use or ownership of the following storage facilities:
Those appurtenant to said property.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.8. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):
Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lessor before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing.
Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third party before Closing. If Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions):
All Seller's personal possessions shall be excluded from the sale, and noted on the list of inclusions/exclusions due to Buyer per Section 2.5.3.

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:
n/a

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is .

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☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:
n/a

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	***8:00PM MT***
2	§ 4	Alternative Earnest Money Deadline	***3 Business days from MEC***
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	***7 days from MEC***
4	§ 8	Record Title Objection Deadline	***14 days from MEC***
5	§ 8	Off-Record Title Deadline	***7 days from MEC***
6	§ 8	Off-Record Title Objection Deadline	***14 days from MEC***
7	§ 8	Title Resolution Deadline	***17 days from MEC***
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	***7 days from MEC***
10	§ 7	Association Documents Termination Deadline	***14 days from MEC***
		Seller's Disclosures	
11	§ 10	Seller’s Property Disclosure Deadline	***7 days from MEC***
12	§ 10	Lead-Based Paint Disclosure Deadline	***7 days from MEC***
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer’s Credit Information Deadline	
17	§ 5	Disapproval of Buyer’s Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	

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		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	***14 days from MEC***
31	§ 10	Inspection Objection Deadline	***14 days from MEC***
32	§ 10	Inspection Resolution Deadline	***17 days from MEC***
33	§ 10	Property Insurance Termination Deadline	***14 days from MEC***
34	§ 10	Due Diligence Documents Delivery Deadline	***7 days from MEC***
35	§ 10	Due Diligence Documents Objection Deadline	***14 days from MEC***
36	§ 10	Due Diligence Documents Resolution Deadline	***14 days from MEC***
37	§ 10	Conditional Sale Deadline	
38	§ 10	Lead-Based Paint Termination Deadline	***17 days from MEC***
		Closing and Possession	
39	§ 12	Closing Date	***60 days from MEC***
40	§ 17	Possession Date	***At delivery of deed***
41	§ 17	Possession Time	***At delivery of deed***
42	§ 27	**Acceptance Deadline Date**	***2/6/2026*** Friday
43	§ 27	**Acceptance Deadline Time**	***2:00 PM MT***
44	***29.2***	***City Council Approval Termination Deadline***	***45 days from MEC***
45			

Note: If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA** insured or **VA** guaranteed loans.

3.2. Applicability of Terms. If any deadline in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday

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(Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$ ***1,525,000.00***	
2	§ 4.3.	Earnest Money		$ ***76,250.00***
3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$
5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7				$
8				$
9	§ 4.4.	Cash at Closing		$ ***1,448,750.00***
10		**Total**	$ ***1,525,000.00***	$ ***1,525,000.00***

4.2. Seller Concession. At Closing, Seller will credit to Buyer $ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a ***Good Funds***, will be payable to and held by ***Title Company*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and deliver to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute

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and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including wire transfers, certified check, teller's check, cashier's check, and real-time or instant payment (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

(Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

5.5. Buyer Representation of Principal Residence. Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then Buyer ☐ represents that Buyer will **NOT** occupy the Property as Buyer's principal residence.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.2.2. FHA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has

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been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than $***n/a***. The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the Property are acceptable.

6.2.3. VA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer** ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible

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governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer a current commitment for an owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller a current commitment for owner's title insurance policy (Title

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Commitment), in an amount equal to the Purchase Price.
If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of

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Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. ACTIONS BY A SPECIAL TAXING OR METROPOLITAN DISTRICT PURSUANT TO ITS AUTHORITY TO ISSUE DEBT, IMPOSE MILL LEVIES, AND IMPOSE FEES, RATES, TOLLS, PENALTIES, OR OTHER CHARGES MAY INCREASE COSTS TO RESIDENTS LIVING IN THE SPECIAL TAXING OR METROPOLITAN DISTRICT. SPECIAL TAXING AND METROPOLITAN DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING OR METROPOLITAN DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: .

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer,** for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline.** If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline.** Should Buyer receive the Tax Certificate after **Record Title Deadline,** Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date,** Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to

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Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2) ☒ **New Survey** in the form of ***Current Condominium Map***; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☒ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☒ **Seller** ☐ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***Buyer's attorney*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

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9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline,** Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of the Seller's Property Disclosure Deadline.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose, in writing, to Buyer any adverse material facts actually known by Seller as of the date of this Contract. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions, and included Leased Items to Buyer in an "**As Is**" condition, " **Where Is**" and " **With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before

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Inspection Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property, included Leased Items and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1. on or before **Property Insurance Termination Deadline**, based on, in Buyer's sole subjective discretion, any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.5. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. Other documents and information:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution**

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Deadline, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]

10.10. Lead-Based Paint.

10.10.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

10.10.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been

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used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT: HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

Closing Provisions

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by ***Title Company***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract,

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including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless otherwise agreed to in this Contract or by Buyer in writing, any amounts owed on any liens or encumbrances against the Property or Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid before Closing by Seller, at Closing from the proceeds of this transaction, or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $ for:

☐ Water District/Municipality ☐ Water Stock
☐ Augmentation Membership ☐ Small Domestic Water Company ☐
and must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not

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occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on
☐ **Taxes for the Calendar Year Immediately Preceding Closing**
☒ **Most Recent Mill Levy and Most Recent Assessed or Actual Valuation per the county assessor,** adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☒ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION.

Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time,** subject to the Leases as set forth in § 10.6.1.1. If the parties have executed a Post-Closing Occupancy Agreement, such agreement will control Possession Date and Possession Time.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ ***500*** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

General Provisions

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18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions. Such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines

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in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and the dispute is not resolved, the parties must first proceed, in good faith, to mediation before proceeding to arbitration or litigation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. A party requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date of written notice requesting mediation. Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions (e.g., Earnest Money Release form), signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to

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recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and § 26.3 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***CTMe software transmittal***.

26.3. Electronic Delivery. Electronic Delivery of documents may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be

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executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water**.

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☒ **29.1.** *2*% of the Purchase Price or $ by Seller. Buyer's brokerage firm is an intended third party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

☐ **29.2.** % of the Purchase Price or $ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** % of the Purchase Price or $ by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. The following additional provisions have not been approved by the Colorado Real Estate Commission:

The language contained in this section has not been approved by the Colorado Real Estate Commission. It was prepared by Aspen Snowmass Sotheby`s International Realty.

29.1 - Regarding Section 2.2., This Contract is assignable. Buyer shall deliver to Seller written notice of Buyer`s assignment of the Contract no later than seven (7) business days prior to Closing.

29.2 The Contract is contingent upon City Council approval of the Contract. The Buyer shall have until fort-five (45) days after MEC to obtain Aspen City Council approval. In the event the Contract is approved by the Aspen City Council then Buyer shall provide written notice to Seller on or before forty-five (45) days after MEC. If the Contract is not approved by Aspen City Council or Buyer does not provide Seller written notice of the approval on or before forty-five (45) days after MEC then the Contract shall be considered terminated, and all earnest money shall be returned to the Buyer.

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents **are a part** of this Contract:

☐ **31.1.1. Post-Closing Occupancy Agreement.** If the box is checked, the Post-Closing Occupancy Agreement is a part of this Contract.

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

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Signatures

Robert Schober, Authorized Signor Date: 2/3/2026

Buyer: *City of Aspen*
By: Robert Schober, Authorized Signor

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Lydia McKenna, Manager Date: 2/6/2026

Seller: *OPEN ARMS WEST LLC*
By: Lydia McKenna, Manager

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be

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entered into separately and apart from this provision.

Brokerage Firm's Name: ***Aspen Snowmass Sotheby`s International Realty LT Realty***

Brokerage Firm's License #: ***EC100038598***



Date: ***2/3/2026***

Broker's Name: ***Lex Tarumianz***

Broker's License #: ***FA100014565***

Address: ***415 East Hyman Avenue Aspen, CO 81611***

Phone No.: ***970-925-6060***

Fax No.:

Email Address: ***lex.tarumianz@aspensnowmasssir.com***

Sarah Pegler

Date: ***2/6/2026***

Broker's Name: ***Sarah Pegler***

Broker's License #:
Brokerage Firm's Name:
Brokerage Firm's License #:
Address:
Ph: Fax: Email:

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and

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apart from this provision.

Brokerage Firm's Name: ***SSC and Company LLC***

Brokerage Firm's License #: ***EC.100105291***

Hilary Stumpus Date: ***2/6/2026***

Broker's Name: ***Hilary Stumpus***

Broker's License #: ***FA.100084718***

Address: ***305 S Galena St Aspen, CO 81611***

Phone No.: ***(970) 379-4451***

Fax No.:

Email Address: ***hilary@sscandcompany.com***

CBS1 CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

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CITY OF ASPEN

STAFF REPORT

TO: Mayor and City Council

FROM: Bethany Spitz APCHA Deputy Director
Matthew Gillen, Executive Director

THROUGH: Diane Foster, Deputy City Manager

MEETING DATE: 3/10/2026

SUBJECT: Yardi Contract: Improved Customer Rental Experience

INTENDED OUTCOME:

This request is intended to improve both the customer experience and internal efficiency by transitioning to new property management platform for APCHA rental units. The new platform's functionality is optimized for rental unit management and will greatly improve the administration of the nearly 400 City-Owned, APCHA-managed housing units, and other rental qualifications.

EXECUTIVE SUMMARY:

APCHA would like to enter into a contract with Yardi Technologies to transition its property management operations and renter qualification processes for both APCHA-managed and non-APCHA-managed properties. Yardi is a comprehensive property management platform designed for diverse portfolios, offering integrated software that streamlines operations, accounting, and tenant services.

This transition does not require any incremental funding from the City of Aspen or Pitkin County. However, because the agreement is a five-year contract, APCHA is requesting City Council approval of the attached Yardi contract.

This transition would improve the user experience, provide a more efficient and streamlined process for both internal and external users, and save taxpayer money.

HomeTrek is a valuable tool and a robust database; however, it does not provide all the functionality APCHA requires to effectively manage its rental units. Transitioning to a new system will allow APCHA to streamline property management operations, improve efficiency, and maximize revenue. Tenants and applicants will also benefit from enhanced functionality and improved user experience.

CITY OF ASPEN

DISCUSSION:

APCHA would like to implement Yardi Property Management tools to administer APCHA Managed Rentals as well as Qualifications for all rental properties. APCHA is requesting a sole source contract with Yardi.

APCHA needs a provider who can assume responsibility quickly. Since 2020, APCHA continues to use Yardi to manage our tax credit rentals as HomeTrek does not have the functionality to handle those units.

APCHA needs a product that improves end-user customer satisfaction, while also providing greater functionality for staff.

BASIS FOR VENDOR SELECTION:

The vendor was selected as a sole source procurement process. APCHA has continued to use Yardi to manage our tax credit rentals since HomeTrek was implemented in 2020. Prior to 2020, APCHA used Yardi to manage the rental units directly managed by APCHA. Our relationship with Yardi has remained and we continue to use their product successfully.

FINANCIAL IMPACTS:

This transition does not require any incremental funding from the City of Aspen or Pitkin County. The payment for this project will come from the HomeTrek capital maintenance project 40147 that has a remaining unspent balance of $153,225 that will be included as a carryover request in the spring supplemental budget cycle. However, because the agreement is a five-year contract, APCHA is requesting City Council approval of the attached Yardi contract. In year two of the implementation, 2027, APCHA will pay less in operating costs to support both HomeTrek and Yardi.

The fee breakdown is as follows:

Total Annual Fee is $59,237.33

Year 1: $59,237.33 - $29,618.66 concession = $29,618.67

Year 2: $59,237.33 - $14,809.33 concession = $44,428.00

Year 3: $59,237.33

Year 4: $59,237.33

Year 5: $59,237.33

Summary of Annual Fees: $29,618.67 (Year 1) + $44,428.00 (Year 2) + $59,237.33 (Year 3) + $59,237.33 (Year 4) + $59,237.33 (Year 5) = $251,758.66

5-Year Total Cost: $251,758.66 (total from above year 1-5) + 57,000 (implementation fee) = $308,758.66 (total for years 1-5 and implementation)

RECOMMENDATIONS:
Executing the contract with Yardi Technologies to begin implementation of the new software. Over the next 12 months, APCHA will transition its rental data from HomeTrek to Yardi. All renters, including those residing in non-APCHA-managed properties, will complete qualification processes through Yardi. APCHA tenants will also use Yardi to pay rent, submit maintenance requests, and execute lease agreements.

Ownership and compliance data will continue to be managed in HomeTrek, with planned improvements to enhance the functionality of those processes.

CITY MANAGER COMMENTS:

ATTACHMENTS:

Attachment A – Resolution Yardi

Attachment B – Aspen Pitkin County Housing Authority Voyager SaaS Select PHA Unit 012726

Attachment C – Yardi SCREENING SERVICES ACTIVATION AGREEMENT

RESOLUTION #029
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND YARDI SYSTEMS, INC. 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 licensing renewal management software, between the City of Aspen and Yardi Systems, Inc., a true and accurate copy of which is attached hereto as Exhibit "A".

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

That the City Council of the City of Aspen hereby approves that Contract for licensing renewal software between the City of Aspen and Yardi Systems, Inc. a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 10 day of March, 2026.

_____
Rachael Richards, 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, March 10, 2026.

_____
Nicole Henning, City Clerk

Docusign Envelope ID: 80BF90C3-68B4-4A1A-BBB3-8DA0F664B654

SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, LLC, a Delaware limited liability company headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("**Yardi**"), and

Aspen/Pitkin County Housing Authority ("Client")
201 E Hyman Ave Ste 202
Aspen, CO 81611

enter into this agreement including any schedules, exhibits or other attachments (this "**Agreement**") effective as of the Effective Date [defined in section 1 (Definitions), below].

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Anniversary Date**" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "**Business Purposes**" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "**Client Data**" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "**Contractor**" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "**Deliverable**" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "**Designated User**" or "**DU**" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "**Effective Date**" means the date of the last party signature on this Agreement.

h. "**Fees**" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event including, without limitation, fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree, or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

j. "**Initiation Date**" means the first day of the month immediately following that date which is 2 weeks after the Effective Date.

k. "**Licensed Programs**" means the software program(s) identified in Schedule A (Fee Schedule).

l. "**Licensed Programs Documentation**" means the user manuals and documentation for the Licensed Programs.

m. "**Password**" means the unique username and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "**POC(s)**" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "**Undisputed Fees**" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) - within 30 days of invoice.

p. **"Use"** means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. "**Yardi Cloud**" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. "**Yardi Cloud Services**" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to

breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's fifth Anniversary Date (the "**Initial Term**") unless earlier terminated in accord with section 3(c) (Termination for Cause). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 3-year terms (each a "**Renewal Term**") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

b. **Termination Upon Non-Appropriation.** Client may terminate this Agreement without cause and for its convenience upon written notice to Yardi, including evidence, of non-appropriation of funds by the governing body or bodies providing funding to Client, in which event Client shall not be obligated for future Fees under this Agreement not already then-incurred under this Agreement. Upon a termination pursuant to this section 3(b) (Termination Upon Non-Appropriation), Client shall promptly pay any Undisputed Fees owed to Yardi as of the termination effective date. If Client terminates this Agreement pursuant to this section 3(b) (Termination Upon Non-Appropriation), Client shall not be entitled to a refund of any Fees.

c. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 7 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 7 days, the breaching party fails to initiate cure within 7 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

e. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. License Fees.

a. **Fees.** Client agrees to pay Yardi the Fees in accord with the payment terms set forth in Schedule A (Fee Schedule).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of section 3(c) (Termination for Cause). Additionally, Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is less.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties, or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

d. **Partial Fee Disputes**. If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. Implementation and Training.

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing, and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all expenses associated with on-site visits incurred in accord with Yardi's then-current

travel and expense policy. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "**Testing Period**") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. Application Support & Upgrades.

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts**. Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B (Yardi SaaS Select Subscription Services and Governance Schedule).

f. **Application Support Hours.** Yardi's application support hours are from 5:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. Client Data.

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** "**Confidential Information**" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) the prices offered or paid per this Agreement for Yardi's products and services; (ix) SSAE18 audit reports and any information related to SSAE18 audit reports; (x) any information related to PCI DSS compliance; (xi) this Agreement's terms; and (xii) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "**Receiving Party**") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "**Disclosing Party**") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law including, without limitation and in accord with its terms, the Colorado Open Records Act to the extent applicable pursuant to its terms; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer. EXCEPT AS EXPRESSLY SET**

FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. **Damage Waiver. REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.**

b. **Liability Limit. IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.**

12. Ownership.

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title, and interest in and to Client Data. Client represents and warrants that Client has all necessary rights, title, and interest in and to all materials and/or content that Client provides for, or uploads to: (i) the database(s) associated with the Licensed Programs; (ii) the Yardi Cloud; and/or (iii) any Yardi-hosted site; including, without limitation, materials and/or content that Client provides for use on Client's RentCafe portal(s) and documents that Client uploads to FillDocs, eDocs, RentCafe Lease Documents, or EHR suite (collectively, "**Client Content**"). Client acknowledges and agrees that Yardi has no responsibility or duty to review, approve, or pre-screen Client Content that Client provides for, or uploads to: (A) the database(s) associated with the Licensed Programs; (B) the Yardi Cloud; and/or (C) any Yardi-hosted site. Client grants Yardi a worldwide, non-exclusive, royalty-free license and right to use, reproduce, distribute, modify, and display Client Content in connection with Business Purposes. Client acknowledges and agrees that if a third party believes their copyright has been infringed by any Client Content, Yardi has implemented policies in accord with the Digital Millennium Copyright Act, 17 U.S.C. Section 512, and Yardi reserves the right to remove any material found to be infringing under Yardi's aforementioned policies.

13. Indemnification.

a. **Yardi Indemnity.**

(i) Indemnity. Yardi agrees to defend, indemnify, and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accord with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

(ii) Indemnity Conditions. Yardi's defense and indemnification obligations per section 13(a)(i) (Indemnity) are conditioned upon the following: (A) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (B) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (C) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

(iii) Injunction. If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (A) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (B) secure Client's right to continue Use of the Licensed Programs; or (C) if neither (A) nor (B) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

b. **Intentionally Omitted.**

14. Programming Services.

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts, and other programming services (collectively, "**Programming Services**").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "**Permitted Exceptions**"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

16. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

17. Mediation.

a. **Mediation Request; Condition Precedent.** In the event of a dispute arising out of or related to this Agreement which the parties are unable to resolve through direct negotiation, either party may serve upon the other at its principal place of business a request for mediation. Neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement.

b. **Mediation Process**. The parties will select a neutral, independent mediator with experience in the relevant subject matter by the rules of the office of the Judicial Arbitration and Mediation Service (JAMS) closest to the mediation venue. The parties shall conduct the mediation not less than 10 or more than 20 days from the date the party requesting mediation gives notice of the request for mediation to the other party. If requested by Client, the parties shall conduct the mediation in Santa Barbara, California. If requested by Yardi, the parties shall conduct the mediation in Aspen, Colorado. The parties shall equally bear the mediation costs.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made in mediation by the other parties or the mediator. The mediation confidentiality provisions of California Evidence Code sections 1115 – 1128 shall apply to the mediation proceedings.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, each party shall provide the mediator and the other party with a statement of its position and copies of supporting documents. Each party shall send to the mediation a person who has knowledge of the matter and authority to recommend resolution terms.

e. **Non-Binding.** If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity.

18. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.**

(i) Action Initiated by Client. With respect to any action or proceeding initiated by Client (except a cross or counter-action in a proceeding initiated by Yardi which shall be governed and determined by the same governing law as the proceeding initiated by Yardi), this Agreement shall be governed and determined by the laws of the United States and the State of California as such laws are applied to agreements made and performed entirely within the State of California.

(ii) Action Initiated by Yardi. With respect to any action or proceeding initiated by Yardi (except a cross or counter-action in a proceeding initiated by Client which shall be governed and determined by the same governing law as the proceeding initiated by Client), this Agreement shall be governed and determined by the laws of the United States and the State of Colorado as such laws are applied to agreements made and performed entirely within the State of Colorado.

c. **Venue.**

(i) Action Initiated by Client. Any action or proceeding related to or arising out of this Agreement initiated by Client (except a cross or counter-action in a proceeding initiated by Yardi which shall be brought in the same venue as the proceeding initiated by Yardi) shall be resolved only in a court of competent jurisdiction in the City of Santa Barbara, State of California (or the court of competent jurisdiction closest to Santa Barbara, CA if no court of competent jurisdiction resides in Santa Barbara, CA), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

(ii) Action Initiated by Yardi. Any action or proceeding related to or arising out of this Agreement initiated by Yardi (except a cross or counter-action in a proceeding initiated by Client which shall be brought in the same venue as the proceeding initiated by Client) shall be resolved only in a court of competent jurisdiction in the City of Aspen, State of Colorado (or the court of competent jurisdiction closest to Aspen, CO if no court of competent jurisdiction resides in Aspen, CO), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Injunctive Relief.**

(i) Yardi Injunctive Relief. The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 15 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 15 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) Client Injunctive Relief. The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's obligations under that section and injunctive relief against any further violations of that section.

e. **Binding Effect.** This Agreement is binding on and inures

to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. **Notices**.

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:
Attn: Bethany Spitz
ASPEN/PITKIN COUNTY HOUSING AUTHORITY
201 E Hyman Ave Ste 202
Aspen, CO 81611

(iii) If to Yardi:
Attn: Legal Department
YARDI SYSTEMS, LLC
430 S. Fairview Ave.
Goleta, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant, or resident in such aggregated form.

k. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Non-Solicit/Non-Hire**. The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

m. **Modification**. The parties may modify or amend this Agreement:

(i) Signed Writing: By a writing signed by both parties; provided, however, that the parties may transmit signatures on a modification or amendment of this Agreement by electronic transmission;

(ii) Client Online: To increase/decrease Client's licensed Designated User, property, unit, etc. count (as applicable) by Client's submission [via Client's POC(s) for that purpose] of Yardi's online form for such changes through Yardi's 'Client Central' portal;

(iii) Electronic Confirmation: By electronically signed, 'click-to-agree,' or similar electronic confirmation; and/or

(iv) Electronic Signature: By a writing electronically signed by both parties.

n. **Force Majeure**. Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Right to Audit and Compliance.** In accord with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord with this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi 'know-your-client' requirements, processes, and/or procedures.

p. **Publicity**. Client agrees that Yardi may use Client's name and logo in client listings and Yardi marketing material upon Client's approval.

q. **Signature; Counterparts**. This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

<SIGNATURE PAGE FOLLOWS>

ASPEN/PITKIN COUNTY HOUSING AUTHORITY ("Client")

By: _____

Date: _____

Print Name: _____

Title: _____

YARDI SYSTEMS, LLC ("Yardi")

By: DocuSigned by: Michael Remorenko A0511049FC75416...

Date: 3/5/2026 | 12:40:54 PM PST

Print Name: 3/5/2026 | 12:40:54 PM PST

Title: Authorized Representative

Rev. 080325

SCHEDULE A

Fee Schedule

Yardi Pin #: 100052688

Yardi Order #: 494586

Annual Fees

Description	Unit of Measure (UOM)	Count	$/UOM	$/UOM Concession	Net $/UOM	Annual Fee
Voyager SaaS Select PHA and Affordable Property Management	Unit	347	$30.00	($7.75)	$22.25	$7,720.75
Voyager SaaS Select PHA Property Management for HCV	Unit	1,183	$24.00	($8.00)	$16.00	$18,928.00
RentCafe PHA Portal Package	Unit	347	$24.00	($5.86)	$18.14	$6,294.58
Maintenance IQ	Unit	347	$9.00	($3.00)	$6.00	$2,082.00
RentCafe PHA Portal Package for HCV	Unit	1,183	$20.00	($6.00)	$14.00	$16,562.00
Yardi Document Management for SharePoint	Unit	1,530	$6.00	($1.00)	$5.00	$7,650.00
					Total	**$59,237.33**

Temporary License Expiring 12 Months from Effective Date

Description	Temporary License Fee
Temporary Extension of Existing Program License	included

One-Time Fees

Description	UOM	Count	$/UOM	One-Time Fee
Implementation/Training (Voyager)	each	1	$26,000.00	$26,000.00
Implementation/Training (Yardi Document Management for SharePoint)	each	1	$10,000.00	$10,000.00
Additional Support Hours	hour	175	$120.00	$21,000.00
Conversion Services: Yardi to Yardi Upgrade	each	1	$0.00	$0.00
			Total	**$57,000.00**

One-Time Concessions

Description		Concession
Total Strategic One-Time Concession		**($29,618.66)**
Future One-Time Concession for Year 2	($14,809.33)	**applied in future**

Total Fees Due

Annual Fee		$59,237.33
One-Time Fee		$57,000.00
One-Time Concession		($29,618.66)
Future One-Time Concession	($14,809.33)	applied in future
Sub-Total		$86,618.67
Sales Tax		as applicable
	Total Due	**$86,618.67**

Additional Terms

1. **PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.

2. Future One-Time Concession contingency: Yardi shall provide to Client the Future One-Time Concession outlined above contingent upon Client maintaining the licenses outlined above through the 2nd Anniversary Date. This concession shall be void upon Agreement's date of termination.

3. Client may request future paperwork to increase/decrease the licensed Unit count by a minimum of 25 Units. Client may access Yardi Client Central to increase/decrease the licensed Unit count online without a minimum.

4. Additional terms are set forth in the following schedules to this Agreement:
   B – Yardi SaaS Select Subscription Services and Governance Schedule
   C – Additional Terms
   D – Property Worksheet

5. Fees are subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average table) for the preceding year.

SCHEDULE B

Yardi SaaS Select Subscription Services and Governance Schedule

Data and File Management
Yardi will provide Voyager Licensed Program data and file management services per the following guidelines.

1. Voyager Licensed Program production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the Voyager Licensed Program database backups at any time; and.
2. Voyager Licensed Program production data will be replicated in near-real-time both locally within the Voyager Licensed Program production data center, as well as to a separate, Voyager Licensed Program off-site disaster recovery location.

Licensed Programs Support and Governance of Use
Yardi will provide consulting and technical support for the Voyager Licensed Program per the following guidelines.

1. Implementation, consulting and support of the Voyager Licensed Program and the Voyager Licensed Program deployed components, where applicable.

Annual Fees Include
Client's annual Fees include access to the Yardi Cloud, Voyager Licensed Program, Voyager Licensed Program updates/upgrades, and 2 application support hours per $1,000.00 of Client's annual Fees. Clients installing the Voyager Licensed Program for the first time shall receive 150 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted Voyager Licensed Program application support allotment except when related to a Software Error. "**Software Error**" means a reproducible failure of the Voyager Licensed Program to materially perform as specified in the Voyager Licensed Program Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

SCHEDULE C

Additional Terms

Product Terms:

1. **RentCafe PHA Portal Package:**
    a. Leading practice Workflows and Forms (which are not subject to customizations). Any changes to the Workflows require further scoping between Yardi and Client and a Custom Programming Request.
2. **Yardi Document Management for SharePoint:** In using Yardi Document Management for SharePoint, Client acknowledges and agrees that all Client materials uploaded to SharePoint are stored in the Microsoft cloud (pursuant to Microsoft's license agreement with Client) and not the Yardi Cloud.

Allotted DUs included:

1. Agreement includes unlimited residential DUs.

Implementation/Training Details:

1. Yardi Document Management Implementation/Training includes up to 50 hours.

Conversion Details:

1. Yardi agrees to provide a standard migration of 1 Breeze Premier-associated database to Voyager using Yardi's data conversion tool at no additional charge. Data migration services are subject to Yardi's data conversion guidelines. Telecom support services related to migration will be debited against Client's support service allotment.

Concession Details:

1. Recurring concessions outlined in Schedule A (Fee Schedule) are contingent upon Client maintaining initial licensing and associated Fees. If Client reduces licensed products or quantities which decreases the Fee by more than 10%, concessions shall be reduced in correlation to the Fee reduction. For example, if Client reduces Fees by 50%, the annual concession shall be reduced by 50%.

Other Terms:

1. Yardi licenses/services are sold separately unless otherwise stated.
2. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.
3. Yardi reserves the right to audit Client's database at any time solely to confirm the scope of Client's use of the Licensed Programs relative to Client's contractual license.
4. In accord with Schedule A (Fee Schedule), Client may add additional licenses/services at any time, and any associated Annual Fee increases shall be prorated from the period the addition is made through the end of Client's then-current billing cycle. Client may also remove licenses/services upon the first day of each billing period (i.e., reduce Client's Annual Fee by such removals) through the execution of future addenda or online orders placed through Yardi Client Central.
5. **RentBureau Data Release and FPN Resident-Link Services:** If you choose to release data to RentBureau, a division of Experian Data Corp. (RentBureau), and if you choose to offer your tenants subscription-based identity theft protection services through Resident-Link powered by Fraud Protection Network® (FPN Resident-Link), additional terms apply, are incorporated into the Agreement, and are posted at **RENTBUREAU AND RESIDENT-LINK TERMS OF USE AND DATA RELEASE** (the **DR-TOU**). Note that you can release data to RentBureau without implementing FPN Resident-Link Services, but if you decide to offer FPN Resident-Link Services to your tenants, you must release data to RentBureau.
6. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.
7. Client agrees to a minimum of **$10,000.00**/year for RentCafe PHA Portal Package.
8. Client agrees to license the following products for all Voyager Units:
    a. Maintenance IQ (for all physical Units)
    b. Yardi Document Management for SharePoint

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SCHEDULE D

Property Worksheet

Property Name	Property Type	Units	Street Address	City	State	Zip	Property Manager	Property Phone	Property Email
Centennial Apartments	Tax Credit	148	100 Luke Short Ct	Aspen	CO	81611	Leasing Centennial Aspen	(970) 925-1876	leasing@centennialaspen.com
Truscott I	Tax Credit	109	39551 Hwy 82	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Marolt Ranch	Tax Credit	100	613 Marolt Pl	Aspen	CO	81611	Nicole Morehead	(970) 429-2897	nicole.morehead@aspen.gov
Burlingame (Seasonal)	Tax Credit	93	50 Harmony Pl	Aspen	CO	81611	Taylor Conti	(970) 710-3111	help@burlingamehousing.com
Truscott II	Tax Credit	87	18 Truscott Pl	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Castle Ridge	Tax Credit	80	101 Doolittle Cir	Aspen	CO	81611	Donna Hill	(970) 925-6851	dhilldjh@aol.com
Alpina Haus	Tax Credit	44	935 E Durant Ave	Aspen	CO	81611	Kevin DeCarlo	(970) 920-3975	deconovitch@comcast.net
Maroon Creek	Tax Credit	42	601 Stage Ct	Aspen	CO	81611	Stephanie Thurston	(970) 544-1885	marmgr@amcllc.net
Aspen Country Inn	Tax Credit	40	38996 Hwy 82	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Holiday House	Tax Credit	36	127 W Hopkins Ave	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspen
Hunter Longhouse	Tax Credit	33	101 Lone Pine Rd	Aspen	CO	81611	Megan Kappeli	(970) 963-9502	megan@zgrent.com
ULLR Commons	Tax Credit	27	520 W Main St	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
488 Castle Creek	Tax Credit	24	488 Castle Creek	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Ute City Place	Tax Credit	22	909 E Cooper Ave	Aspen	CO	81611	Leasing Ute City Place	(970) 235-2111	leasing@utecityplace.com
Mtn Oaks (AVH)	Tax Credit	21	207 Mtn Oaks Pl	Aspen	CO	81611	Steve Selby	(970) 544-1141	sselby@aspenhospital.org
Heatherbed	Tax Credit	20	1679 Maroon Creek Rd	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@as-pensnowmass.com
Truman Aspen Center	Tax Credit	18	355 N Mill St	Aspen	CO	81611	Lisa Hicks	(970) 925-8032	lhicks@mwaspen.com
Castle Creek Meadows (AVH)	Tax Credit	18	401 Castle Creek Rd	Aspen	CO	81611	Steve Selby	(970) 544-1141	sselby@aspenhospital.org
Pitkin Park Place	Tax Credit	17	419 AABC	Aspen	CO	81611	Andrew Miller	(970) 925-3760	andrew.miller@pitkin-county.com
Copper Horse	Tax Credit	13	328 W Main St	Aspen	CO	81611	Kevin DeCarlo	(970) 920-3975	deconovitch@comcast.net
River Glen	Tax Credit	12	1015 E Durant Ave	Aspen	CO	81611	Justin Addison	TBD	justin@masonmorse.com
517 Park Circle	Tax Credit	11	517 Park Circle	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Smuggler Mountain Apartments	Tax Credit	11	414 Park Cir	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Aspen Highlands Village - Trailhead	Tax Credit	10	133 Prospector Rd	Aspen	CO	81611	Kevin Joseph	(310) 968-3366	kevin@highlandsale-house.com
West Ranch (School)	Tax Credit	10	113 Crescent Dr	Woody Creek	CO	81656	Sam Rose	(970) 925-3760	srose@aspenk12.net
802 W Main St	Tax Credit	10	802 W Main St	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Aspen Highlands Village - Maroon Creek Station	Tax Credit	9	115 Boomerang Rd	Aspen	CO	81611	Milton Stewart	(970) 452-9293	aspenhousing@gmail.com
Aspen Mountain Residences (aka Hyatt Grand Aspen)	Tax Credit	9	400 E Dean St	Aspen	CO	81611	Claudine Grondin	(970) 429-9105	cgrondin@eastwest.com
Aspen Consolidated Sanitation District	Tax Credit	8	566 N Mill St	Aspen	CO	81611	TBD	(970) 925-2437	acsdmgr@gmail.com
Residences at Little Nell	Tax Credit	8	501 E Dean St	Aspen	CO	81611	Timothy Baldwin	(970) 429-6720	tbaldwin1@aspensnow-mass.com
AABC Comcast	Tax Credit	8	203 AABC	Aspen	CO	81611	Megan Kappeli	(970) 963-9494	megan@zgrent.com
Aspen Edge Condominiums	Tax Credit	8	1235 E Cooper	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Cortina	Tax Credit	8	220 E Main St	Aspen	CO	81611	Paz Escobar	(970) 920-1000	paz.escobar@aubergere-sorts.com
Hunter Creek	Tax Credit	8	1400 Vine St	Aspen	CO	81611	Lisa O'Sullivan	(970) 925-1000 x3503	lisa@aspensquarehotel.com
Burlingame (Year-round)	Tax Credit	8	421 Harmony Pl	Aspen	CO	81611	Taylor Conti	(970) 710-3111	help@burlingamehousing.com
King Louis Condominiums	Tax Credit	8	210 W Main St	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
West Hallam	Tax Credit	7	832 West Hallam	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Mocklin Apartments	Tax Credit	7	202 Lone Pine Rd	Aspen	CO	81611	Carol Parks	TBD	hparks@200newbury.com
Inn At Aspen	Tax Credit	7	38750 Highway 82	Aspen	CO	81611	Geoff Lubin	TBD	glubin@innataspen.com
Mill Street Condos	Tax Credit	7	415 Rio Grande Pl	Aspen	CO	81611	TBD	TBD	TBD
550 E Main St	Tax Credit	6	550 E Main St	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com

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410 West End Condominiums	Tax Credit	6	410 W End	Aspen	CO	81611	TBD	TBD	TBD
Water Place	Tax Credit	6	2 E Water Pl	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Chaparral Aspen	Tax Credit	6	45 Chaparral Cir	Woody Creek	CO	81656	Lisa Flynn	(970) 379-6405	lisahallfylnn@gmail.com
East Hopkins	Tax Credit	6	308 E Hopkins Ave	Aspen	CO	81611	Paul McNaughton	TBD	pmcnaughton@improve-one.com
Bell Mountain Townhomes	Tax Credit	5	310 S Spring St	Aspen	CO	81611	TBD	TBD	TBD
ACES	Tax Credit	5	98 Puppy Smith St	Aspen	CO	81611	Chris Lane	(970) 925-5756	clane@aspennature.org
King	Tax Credit	4	955, 981, 985, 995 King St	Aspen	CO	81611	TBD	TBD	TBD
Lakeside Condominiums at Willits	Tax Credit	5	608 Lakeside Dr	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Willoughby	Tax Credit	4	645 Willoughby Way	Aspen	CO	81611	TBD	TBD	TBD
Woody Creek Mesa	Tax Credit	5	332, 340 Woody Creek Mesa	Woody Creek	CO	81656	Liz Moore	(970) 923-4646	office@discovercompass.org
Cemetery Ln	Tax Credit	5	703 Cemetery Ln	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Cemetery Ln	Tax Credit	1	717 Cemetery Ln 1	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Pitkin Center Building	Tax Credit	4	520 E Hyman Ave	Aspen	CO	81611	Chuck Barr	(970) 925-9094	cbarr23@hotmail.com
Red Mt.	Tax Credit	4	726 Red Mountain Rd	Aspen	CO	81611	TBD	TBD	TBD
Alpine Grove	Tax Credit	4	418 Pacific Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Starwood Ranch	Tax Credit	4	572 N Starwood Dr	Aspen	CO	81611	TBD	TBD	TBD
Snowmass Creek Rd.	Tax Credit	4	5959 Snowmass Creek Rd	Snowmass	CO	81654	TBD	TBD	TBD
304 AABC	Tax Credit	4	304 AABC	Aspen	CO	81611	Sarah Pegler	(970) 920-0101	sarah@pyramidadvisors.net
Aspen Alps	Tax Credit	4	700 Ute Ave	Aspen	CO	81611	John Corcoran	(970) 925-7820	john@aspenalps.com
Town Plaza	Tax Credit	4	216 E Durant Ave	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
City Plaza	Tax Credit	4	517 E Hopkins Ave D	Aspen	CO	81611	Linda Manning	(724) 422-1303	lmanning@mdevco.com
Buttermilk	Tax Credit	4	1422 W Buttermilk Rd	Aspen	CO	81611	TBD	TBD	TBD
Dancing Bear	Tax Credit	4	411 S Monarch St	Aspen	CO	81611	Alyson Gish	(970) 920-2500	alyson@dancing-bearaspen.com
Airport	Tax Credit	4	84 Service Center Rd	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
River Road	Tax Credit	1	99 N River Rd	Snowmass	CO	81654	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
River Rod	Tax Credit	1	100 E River Ranch Rd	Snowmass	CO	81654	TBD	TBD	TBD
River Road	Tax Credit	1	2520 Lower River Rd	Snowmass	CO	81654	Robert Oxenberg	TBD	robertoxenberg@aol.com
Christiana Lodge	Tax Credit	3	505 W Main St	Aspen	CO	81611	Dean Kinkle	(970) 384-3218	deankinkel@alpinebank
Lazy Glen	Tax Credit	3	25825 Hwy 82	Aspen	CO	81611	Karen Hilebrand	(970) 927-3632	admin@lazyglenhoa.com
Aspen Art Museum	Tax Credit	3	914 Waters Ave	Aspen	CO	81611	TBD	(970) 925-8050	TBD
McCabe Ranch	Tax Credit	3	70 McCabe Ranch Rd 21	Snowmass	CO	81654	TBD	TBD	TBD
Smuggler Run MHP	Tax Credit	3	4 Ajax Ave	Aspen	CO	81611	TBD	TBD	TBD
Lazy O	Tax Credit	3	1727 Snowmass Creek Rd 1, 2, 3	Snowmass	CO	81615	TBD	TBD	TBD
Fire	Tax Credit	3	1085 Redstone Blvd	Carbondale	CO	81623	Jan Shubert	(970) 925-5532	jan.schubert@aspenfire.com
Millenium Plaza (Galena Plaza) M&G Condo	Tax Credit	3	426 E Main St	Aspen	CO	81611	Kile Smith	(231) 590-6333	kile@ajaxm.com
Durant	Tax Credit	1	725 E Durant Ave 22A	Aspen	CO	81611	TBD	TBD	vale@rof.net
Durant	Tax Credit	1	520 E Durant St 207	Aspen	CO	81611	Paula Brodin	(970) 925-7615	paulabaspen@gmail.com
Jewish Resource Center	Tax Credit	3	435 W Main St	Aspen	CO	81611	Jewish Resource Center	(970) 544-3770	rabbi@jccaspen.com
420 E Hyman	Tax Credit	3	420 E Hyman	Aspen	CO	81611	Pamela Finley	(818) 223-3500 x1213	pfinley@ezralow.com
Mill Street Plaza	Tax Credit	3	205 S Mill St	Aspen	CO	81611	Lisa Hicks	(970) 925-8032	lhicks@mwaspen.com
Edge of Ajax	Tax Credit	3	715 E Hopkins Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Chitwood Plaza	Tax Credit	3	411 E Main St	Aspen	CO	81611	Deb Reardon	(970) 544-3960	debbiep@rof.net
River Park	Tax Credit	3	140 N Spring St 13, 14, 15	Aspen	CO	81611	Jerome Simecek	(970) 273-3100	jsimecek@romero-group.com
Castle Creek Rd.	Tax Credit	2	8475 Castle Creek Rd	Aspen	CO	81611	TBD	TBD	TBD

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Annabelle Inn	Tax Credit	2	232 W Main St	Aspen	CO	81611	TBD	TBD	info@annabelleinn.com
200 S Aspen St	Tax Credit	2	200 S Aspen St	Aspen	CO	81611	Brittany Shami	TBD	brittany@aspenstreet-lodge.com
Sundeck	Tax Credit	2	4705 Aspen Summer Rd	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspen
McLain Flats	Tax Credit	1	1650 McLain Flats Rd	Aspen	CO	81611	TBD	TBD	lweinglass@gmail.com
Asia Restaurant	Tax Credit	2	132 W Main St I, J	Aspen	CO	81611	Mary Schooner	(303) 825-9192	mschooner@dikeou.com
Katie Reed	Tax Credit	2	301 E Hopkins Ave 202, 203	Aspen	CO	81611	James Marcus	(970) 948-1328	james@utecityadvisors.com
ISIS	Tax Credit	2	406 E Hopkins Ave C, D	Aspen	CO	81611	Jeff Richman	(312) 850-1680	jrichman@mdevco.com
Cooper Park Place	Tax Credit	2	408 S Mill St 301, 302	Aspen	CO	81611	TBD	TBD	rknox@gorsuch.com
Doc Henry WC	Tax Credit	1	201 Doc Henry Rd	Woody Creek	CO	81656	TBD	TBD	TBD
Doc Henry WC	Tax Credit	1	44 Doc Henry Rd	Woody Creek	CO	81656	TBD	(970) 618-8005	TBD
Hotel Aspen	Tax Credit	2	110 W Main St	Aspen	CO	81611	Michael H Brown	TBD	michael@haymax.com
Five Trees	Tax Credit	2	95 Cinnamon Ct	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Brush Creek Rd	Tax Credit	1	1020 Brush Creek Rd	Snowmass	CO	81615	TBD	(970) 923-6619	TBD
Brush Creek Rd	Tax Credit	1	800 Brush Creek Rd	Snowmass	CO	81615	TBD	TBD	thomasandersen@gmail.com
W Aspen	Tax Credit	2	550 S Spring St 138	Aspen	CO	81611	Melissa Espinoza	(970) 431-0175	melissa.espinoza@who-tels.com
Collins Block EDUs	Tax Credit	2	204 S Mill St D, C	Aspen	CO	81611	TBD	TBD	baldwingallery@baldwingal-lery.com
Aspen Brownstones	Tax Credit	2	707 E Hyman Ave C, D	Aspen	CO	81611	TBD	(215) 872-0299	bgarbose@gmail.com
Villas at Elk Run	Tax Credit	2	6201 Elk Ln	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Pine Creek	Tax Credit	2	12725 Castle Creek Rd	Aspen	CO	81611	Chris Keating	(970) 925-1044	chris@pinecreekhouse.com
West Smuggler	Tax Credit	2	955 And 959 West Smuggler St	Aspen	CO	81611	TBD	TBD	TBD
Fleisher Bldg	Tax Credit	2	200 E Main St 1, 2	Aspen	CO	81611	TBD	(970) 925-7053	bush@expeditioncapital.com
Valley Pines	Tax Credit	2	1300 E Valley Rd Unit 1	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
White Elephant Hotel	Tax Credit	2	110 West Main Street	Aspen	CO	81611	TBD	(970) 945-5488	jtodd@whiteelephantas-pen.com
St. Moritz	Tax Credit	2	334 W Hyman Ave A, B	Aspen	CO	81611	TBD	(970) 925-3220	info@stmoritzlodge.com
Shadow Mtn. Lodge	Tax Credit	2	232 W Hyman Ave 3, 9	Aspen	CO	81611	TBD	(970) 925-8207	TBD
Red Butte Ranch HOA	Tax Credit	2	304 Jalanda Ln	Aspen	CO	81611	Soledad Hurst	(970) 544-1885	TBD
Garmisch S 306	Tax Credit	2	306 S Garmisch St C, D	Aspen	CO	81611	TBD	TBD	ljeppesen@s3dyn.com
Animal Shelter	Tax Credit	2	Hwy 82 Animal Shelter Rd	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Tenth Mountain	Tax Credit	2	1290 Ute Ave	Aspen	CO	81611	TBD	TBD	TBD
Mother Lode Condos	Tax Credit	2	314 E Hyman Ave	Aspen	CO	81611	Jason Hall	(214) 953-1177	jhall@jcleo.com
Starry Pines Ranch	Tax Credit	2	2262 Snowmass Creek Rd 2	Snowmass	CO	81615	Shelley Burke	(970) 927-4202	TBD
GLE 0481	Tax Credit	1	481 Glen Eagle Dr	Aspen	CO	81611	TBD	TBD	TBD
699 Eppley Dr	Tax Credit	1	699 Eppley Dr	Aspen	CO	81611	TBD	TBD	TBD
Sierra Vista	Tax Credit	1	1395 Sierra Vista Dr	Aspen	CO	81611	TBD	TBD	TBD
Hines Aspen Intnl Ltd EDU	Tax Credit	1	540 Mandaley Ln	Snowmass	CO	81615	TBD	TBD	TBD
Lauder ADU	Tax Credit	1	860 Roaring Fork Rd	Aspen	CO	81611	TBD	TBD	TBD
Lift One Managers Unit	Tax Credit	1	131 E Durant Ave 110	Aspen	CO	81611	TBD	TBD	TBD
Stage Road PUD	Tax Credit	1	276 Coach Rd	Aspen	CO	81611	TBD	TBD	TBD
411 AABC	Tax Credit	1	411 AABC 404	Aspen	CO	81611	TBD	TBD	TBD
Tom Thumb	Tax Credit	1	400 E Hyman Ave A303	Aspen	CO	81611	TBD	TBD	TBD
Champagne Ln	Tax Credit	1	75 Champagne Ln	Snowmass	CO	81654	TBD	TBD	TBD
Panorama Heights	Tax Credit	1	2110 Bennett Avenue	Glenwood Springs	CO	81601	TBD	TBD	TBD
2280 Snowmass Creek Rd	Tax Credit	1	2280 Snowmass Creek Rd	Snowmass	CO	81654	TBD	TBD	TBD

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Silverbrook	Tax Credit	1	450 Smuggler Mountain Rd	Aspen	CO	81611	TBD	TBD	TBD
1567 Prince Creek	Tax Credit	1	1567 Prince Creek	Carbondale	CO	81623	TBD	TBD	TBD
Chateau Chaumont	Tax Credit	1	731 E Durant W5	Aspen	CO	81611	TBD	TBD	TBD
East Cooper / 1230	Tax Credit	1	501 E Cooper Ave	Aspen	CO	81611	TBD	TBD	TBD
East Hopkins Alley (1000 E Hopkins)	Tax Credit	1	992 E Hopkins Alley	Aspen	CO	81611	TBD	TBD	TBD
Shady Lane Condo	Tax Credit	1	99 Shady Ln	Aspen	CO	81611	TBD	TBD	TBD
Homerun	Tax Credit	1	101 Homerun Ln	Snowmass	CO	81654	TBD	TBD	TBD
210 S West End St	Tax Credit	1	210 S W End St	Aspen	CO	81611	TBD	TBD	TBD
405 AABC	Tax Credit	1	405 AABC F	Aspen	CO	81611	TBD	TBD	TBD
AABC AABC Rocky Mtn Natural Gas	Tax Credit	1	113 AABC	Aspen	CO	81611	TBD	TBD	TBD
Adair Duplex	Tax Credit	1	126 Park Ave 2	Aspen	CO	81611	TBD	TBD	TBD
AABC Mini Storage/Canyon Cable	Tax Credit	1	105 Woodward Ln	Aspen	CO	81611	TBD	TBD	TBD
Filoha Meadows	Tax Credit	1	14628 Hwy 133	Carbondale	CO	81623	TBD	TBD	TBD
Little Woody Creek Rd	Tax Credit	1	610 Little Woody Creek Rd	Woody Creek	CO	81656	TBD	TBD	TBD
Whisperwind Way	Tax Credit	1	153 Whisperwind Way	Snowmass	CO	81654	TBD	TBD	TBD
910 Gibson Ave	Tax Credit	1	910 Gibson Ave	Aspen	CO	81611	Saye Yabendeh	TBD	miss.saye.yabandeh@me.com
Aspen Chance Subdivision	Tax Credit	1	820 Chance Ct	Aspen	CO	81611	TBD	TBD	TBD
4862 Snowmass Creek Rd	Tax Credit	1	4862 Snowmass Creek Rd	Snowmass	CO	81654	TBD	TBD	TBD
AABC Rent All	Tax Credit	1	208 AABC	Aspen	CO	81611	TBD	TBD	TBD
45 Westerly Ln	Tax Credit	1	45 Westerly Ln	Basalt	CO	81621	TBD	TBD	TBD
Sneaky Lane	Tax Credit	1	503 Sneaky Ln	Aspen	CO	81611	TBD	TBD	TBD
1644 Prince Creek	Tax Credit	1	1640 Prince Creek	Carbondale	CO	81623	TBD	TBD	TBD
Columbines at Elk Run	Tax Credit	1	603 Wren Ct	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Spruce	Tax Credit	1	560 Spruce St	Aspen	CO	81611	TBD	TBD	TBD
829 W Bleeker (Klein)	Tax Credit	1	829 W Bleeker St	Aspen	CO	81611	TBD	TBD	TBD
AABC Bishop Building	Tax Credit	1	407 AABC	Aspen	CO	81611	TBD	TBD	TBD
Ten Ten Ute	Tax Credit	1	19 Ute Pl	Aspen	CO	81611	TBD	TBD	TBD
Aspen Valley Ranch	Tax Credit	1	130 Aspen Valley Ranch Rd	Woody Creek	CO	81656	Maria Johnson	(970) 379-1319	maria@avrresidences.com
Winfield Arms	Tax Credit	1	119 E Cooper Ave Apt 1	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Shadow Rock Townhomes	Tax Credit	1	153 Juniper Trail	Carbondale	CO	81623	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Park Modern	Tax Credit	1	202 Evans Rd	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
351 Southside Drive	Tax Credit	1	351 Southside Drive	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Market Street Lofts	Tax Credit	1	361 Robinson St #200	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Oak Grove Townhomes	Tax Credit	1	323 Park Ave H6	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
1640 Prince Creek	Tax Credit	1	1644 Prince Creek	Carbondale	CO	81623	TBD	TBD	TBD
Aspen View Condos	Tax Credit	1	326 Midland Ave 304	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Highlands Villas	Tax Credit	1	98 Glen Dee Rd 4	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Mountain River Manor	Tax Credit	1	900 E Hopkins #4	Aspen	CO	81611	John or Lex	(970) 920-0101	jeff@pyramidadvisors.net
205 W Main St	Tax Credit	1	205 W Main St	Aspen	CO	81611	Michael H Brown	TBD	michael@haymax.com
Aspen Condos	Tax Credit	1	601 S West End St 13	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
480 Doolittle Drive	Tax Credit	1	480 Doolittle Dr	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Marolt House	Tax Credit	1	40176 Hwy 82	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Anderson Park	Tax Credit	1	1101 E Cooper Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
ARC Apt	Tax Credit	1	895 Maroon Creek Rd	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com

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Clarendon	Tax Credit	1	625 W End St	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
Spring	Tax Credit	1	100 S Spring St	Aspen	CO	81611	TBD	TBD	TBD
Silver Stream	Tax Credit	1	926 E Durant Ave 7	Aspen	CO	81611	TBD	TBD	TBD
Shield	Tax Credit	1	1120 Shield O Road	Snowmass	CO	81654	TBD	TBD	TBD
33 Pitkin Mesa	Tax Credit	1	33 Pitkin Mesa Dr	Aspen	CO	81611	TBD	TBD	TBD
Pitkin Reserve	Tax Credit	1	51 Pitkin Way	Aspen	CO	81611	TBD	TBD	TBD
Red Butte Ranch	Tax Credit	1	5721 Snowmass Creek Rd	Snowmass Village	CO	81615	TBD	TBD	TBD
Reds Rd.	Tax Credit	1	182 E Reds Rd	Aspen	CO	81611	TBD	TBD	TBD
Ritz Prospect	Tax Credit	1	25 Prospector Rd	Aspen	CO	81611	TBD	TBD	TBD
Christian Science Society	Tax Credit	1	734 W Main St	Aspen	CO	81611	TBD	TBD	TBD
Innsbruck Lodge	Tax Credit	1	233 W Main St	Aspen	CO	81611	Kevin Feldman	TBD	kevin.feldman@bluegreenva-cations.com
Mtn Forge	Tax Credit	1	230 E Hopkins Unit 101	Aspen	CO	81611	Ana Halverson	TBD	ana@hpmaspen.com
Wildwood	Tax Credit	1	262 Wildwood Ln	Aspen	CO	81611	Becky Helmus	(970) 925-5678	wildwood@rof.net
Williams Way	Tax Credit	1	4 Williams Way	Aspen	CO	81611	TBD	TBD	TBD
Zeigler	Tax Credit	1	2308 Ziegler Divide Way	Snowmass Village	CO	81615	TBD	TBD	TBD
SAG 90	Tax Credit	1	90 Sagebrush Ln	Aspen	CO	81611	TBD	TBD	TBD
Roaring Fork Meadows	Tax Credit	1	165 Hoaglund Ranch Rd	Basalt	CO	81621	TBD	TBD	TBD
Guidos	Tax Credit	3	430 E Cooper Ave 8	Aspen	CO	81611	TBD	TBD	TBD
Handy	Tax Credit	1	313 Handy	Aspen	CO	81611	TBD	TBD	TBD
Snow Queen	Tax Credit	1	124 E Cooper Ave	Aspen	CO	81611	TBD	TBD	TBD
977 Queen	Tax Credit	1	977 Queen St	Aspen	CO	81611	TBD	TBD	TBD
Cooper Greystone	Tax Credit	1	818 E Cooper Ave	Aspen	CO	81611	TBD	TBD	TBD
Carroll	Tax Credit	1	314 Carroll Dr	Aspen	CO	81611	TBD	TBD	TBD
Deer Hill Commercial	Tax Credit	1	209 Ventnor Ave	Aspen	CO	81611	TBD	TBD	TBD
Total		**1,466**							

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SCREENING SERVICES ACTIVATION AGREEMENT

RentGrow, Inc., a Delaware corporation located at 400 Fifth Avenue, Suite 120, Waltham, MA 02451 ("**RentGrow**"), and

Aspen/Pitkin County Housing Authority ("Client")
201 E Hyman Ave Ste 202
Aspen, CO 81611

enter into this agreement including any schedules, exhibits or other attachments (this "**Agreement**") effective as of the date of the last party signature on this Agreement ("**Effective Date**").

RECITAL

RentGrow provides certain Services [defined in section 1 (Definitions), below] to Client in connection with its use of the Services [defined in section 1 (Definitions), below] for managing properties owned and/or managed by Client. As a condition to accessing and using the Services and in consideration of the respective rights and obligations of the parties as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Applicant**" means a current or prospective tenant of a Property who has consented in writing to End-User's use of the Services in connection with the Permissible Purpose.

b. "**Confidential Information**" is defined in section 6 (Confidentiality).

c. "**Credit Bureau**" and "**CRA**" mean each credit bureau such as Equifax®, Experian®, TransUnion® and other consumer reporting agency (including but not limited to LexisNexis®), individually or collectively (in whole or in part) as understood by the context wherever referenced, that furnish the credit, civil, criminal, and any other information contained in the Services for the Permissible Purpose.

d. "**Eligibility Criteria**" means the Applicant selection policies or standards, as set solely by Client or other responsible party such as a property owner.

e. "**End-Users**" means Client and Client's employees (collectively, "**Client**") who access and use Services.

f. "**Fair Credit Reporting Act**" or "**FCRA**" means 15 U.S.C. § 1681 et seq. as may be amended from time to time.

g. "**Permissible Purpose**" means the use of the Services by End-Users for evaluating Applicants in accordance with this Agreement, the FCRA, all other applicable local, state and federal laws and regulations, and Schedule C (Required Supplemental Terms and Conditions).

h. "**Property**" or "**Properties**" means the property or properties and the designated units thereof expressly listed in Schedule B (Property Worksheet).

i. "**Services**" means the RentGrow screening and related products and solutions provided pursuant to this Agreement that contain information expressly governed by the FCRA, other applicable local, state and federal laws and regulations and Schedule C (Required Supplemental Terms and Conditions).

j. "**Tenant Screening Report**" means the information from any Credit Bureau or CRA assembled, merged and provided by RentGrow: (i) to Applicants, as required; and (ii) to End-Users, as required.

2. Term and Termination; Exclusivity.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force for 1 year (the "**Initial Term**") unless earlier terminated in accord with section 2(b) (Termination). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "**Renewal Term**") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

b. **Termination.** Either party may terminate this Agreement upon written notice to the other party where: (i) there has been a material breach that is not or cannot be cured within 7 days of written notice of the material breach; or (ii) there has been a material breach and the breaching party fails to acknowledge the breach and work diligently to cure the breach within a time period that is satisfactory to the non-breaching party. Termination pursuant to this section 2(b) (Termination) shall be effective upon delivery of written notice and, where applicable, after expiration of the cure period. Notwithstanding the foregoing, RentGrow does not guarantee that any information contained in the Services will be available from any specific Credit Bureau or CRA; and in the event the Credit Bureaus or any essential CRA stops providing data to RentGrow for any reason, RentGrow may modify the Services or terminate this Agreement, in whole or in part, upon written notice.

c. **Effect of Termination.**

(i) Services Termination. Upon termination or expiration of this Agreement, RentGrow will cease providing the Services to Client and all outstanding Undisputed Fees owed, if any, shall become immediately due and payable.

(ii) Return of Confidential Information. Upon this Agreement's termination or expiration effective date, the parties shall comply with section 6(d) (Ownership and Return of Confidential Information).

d. **Survival.** The parties' obligations under, and the provisions of, sections 2(c) (Effect of Termination), 3 (Fees), 4 (Acknowledgments, Criteria and Access), 6 (Confidentiality), 7 (Warranties), 8 (Damage Limitations), 10 (Mediation) and 11 (General Provisions) shall survive this Agreement's termination or expiration.

e. **Exclusivity.** Intentionally omitted.

3. Fees.

a. **Fees.** Client expressly acknowledges and agrees to

pay RentGrow the Fees for its use of the Services in accordance with Schedule A (Fee Schedule) and to provide and keep current all billing-related information to be provided by Client in Schedule D (Required Billing and Invoicing Information). Client further expressly acknowledges and agrees that it, and not any other party (such as, by way of example, a third party Property owner), is solely responsible for paying to RentGrow all Fees for the Services actually used by Client, even if Client used the Services in connection with the management of Property that Client no longer manages or owns, and is solely responsible for the consequences of any delays caused by incorrect, outdated or incomplete information provided in Schedule D (Required Billing and Invoicing Information).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fees when due is a material breach subject to the terms of section 2(b) (Termination). Additionally, Client expressly acknowledges and agrees that: (i) Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is greater; and (ii) if Client fails to timely cure a material breach for non-payment of Undisputed Fees, RentGrow may suspend the Services in whole or in part.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax (exclusive of taxes based on RentGrow's net income), however designated, levied, or based, that apply to the Services provided under this Agreement.

d. **Partial Fee Disputes**. If Client reasonably and in good faith disputes any Fees, and provides notice of such dispute in accordance with section 11(e) (Notices), Client agrees that the undisputed portion of such Fees, if any ("**Undisputed Fees**") shall be due and payable as invoiced irrespective of the dispute. Client further acknowledges and agrees that it is expressly prohibited from disputing any Fees incurred for the Services on the grounds such Fees were incurred on behalf, or are the responsibility, of any third party (such as, by way of example, a property owner).

4. Acknowledgements, Certifications, Criteria, Access and Location.

a. **Acknowledgements, Certifications and Required Supplemental Terms and Conditions.** As an express condition of accessing and using the Services, Client acknowledges, certifies and agrees that: (i) all End-Users shall do so only for the Permissible Purpose; (ii) all End-Users are bound by and solely responsible for compliance with all terms and conditions in this Agreement (including Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available on-line at: https://www.rentgrow.com/us-screening-schedule-c or as RentGrow may otherwise make available to Client), the FCRA, and all other local, state and federal laws and regulations (including all statutory penalties asserted or imposed) that apply to End-Users; and that (iii) any aspect of the Services that fulfil End-User obligations under any local, state or federal law are offered as a courtesy but are not intended to, and shall not, shift any statutory or any other legal obligations from End-User to RentGrow.

b. **Tenant Eligibility Criteria.** Client is solely and exclusively responsible for establishing the Eligibility Criteria for each Property. RentGrow plays no role whatsoever in determining the Eligibility Criteria for any Property, plays no role in any tenancy decisions and does not guarantee the effectiveness of Client's Applicant selection policies or the accuracy of any Credit Bureau, CRA or other information delivered by way of the Services or in a Tenant Screening Report.

c. **Access to and Use of the Services.** Only End-Users are authorized to access and use the Services, and shall only do so for the Permissible Purpose. End-Users may be added or replaced, free of charge, however: (i) each End-User must have a unique password or user-ID with which to access or use the Services; (ii) user-IDs and passwords must be immediately revoked when an End-User is no longer authorized to access or use the Services; (iii) End-User passwords and user-IDs may not be shared or used by more than one individual End-User; and (iv) Client shall keep and maintain an accurate list of its currently authorized End-Users and shall provide such list to RentGrow upon request. If any user of Client's Voyager software has access to the Services and is not an End-User, Client shall require and ensure that such user first executed, directly with RentGrow, a Screening Services Activation Agreement or equivalent. Notwithstanding the foregoing, **any unauthorized access to or use of the Services by anyone shall entitle RentGrow to immediately suspend or terminate part or all of the Services.**

d. **Right to Audit and Compliance.** In accordance with RentGrow's obligations to the Credit Bureaus and some CRAs, including RentGrow's obligation to help prevent and detect potentially fraudulent and/or improper activity, Client acknowledges and agrees to comply with applicable RentGrow 'know-your-client' (KYC) compliance and verification requirements, processes and procedures. Additionally, as necessary for RentGrow to meet its obligations to any Credit Bureau, CRA, or under any applicable local, state, or federal law or regulation, Client further acknowledges and agrees that RentGrow may monitor access to and use of the Services to ensure compliance with the terms of this Agreement, including but not limited to section 4(a) (Acknowledgements, Certifications and Required Supplemental Terms and Conditions).

e. **Shared Location.** In the event Client operates from a physical location or on a server or network (the "**Location**") that is shared with a third party business (a "**Company**"), Client acknowledges and represents that: (i) Client is legally entitled to operate at or on the Location shared with Company; and (ii) Client shall expressly prohibit and physically and/or electronically prevent Company from accessing or using the Services in any manner or for any purpose whatsoever.

5. Software Title.

a. **Non-Transfer.** All right, title and interest in and to any RentGrow software or any software of its parent or subsidiary companies (collectively for purposes of this Agreement, "**RentGrow Software**") used as part of the Services shall remain exclusively with RentGrow or its parent or subsidiary company. No title transfer is intended or executed by this Agreement.

6. Confidentiality.

a. **Confidential Information Definition.** "**Confidential Information**" means all non-public information including, without limitation: (i) patent, copyright, trade secret, and other proprietary information; (ii) RentGrow Software; (iii) a party's financial information; (iv) customer lists, business forecasts, sales and marketing plans; (v) the Services; (vi) the prices offered or paid per this Agreement except to the extent that such information is subject to disclosure under applicable law; (vii) this Agreement's terms, except to the extent that such information is subject to disclosure under applicable law; (viii) the content and data comprising the Services; and (ix) any other information disclosed by one party (a "**Disclosing Party**") to another party (a "**Receiving Party**"), or to which a Receiving Party is exposed because of this Agreement, that a Disclosing Party identifies as confidential at the time of disclosure or

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which, by its nature, reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each Receiving Party agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of a Disclosing Party to any third party. A Receiving Party may use a Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. A Receiving Party's employees and contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. A Receiving Party's employees and contractors may not use Confidential Information in any way that may compete with a Disclosing Party. Each Receiving Party agrees that it will treat all Confidential Information with the same degree of care as that Receiving Party accords its own Confidential Information, but in no event less than reasonable care. Each Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and contractors who need to know such information, and each Receiving Party certifies that such employees and contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as restrictive as those applicable to the Receiving Party under this Agreement. A Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of that Disclosing Party's Confidential Information and agrees to assist that Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** Each Receiving Party's obligations under section 6(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the information was received from the Disclosing Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by a Disclosing Party. A Confidential Information disclosure by a Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law, including, without limitation and in accord with its terms, the Colorado Open Records Act to the extent applicable under its terms; or (C) necessary to establish the rights of a party under this Agreement, shall not be a breach of this Agreement by a Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information and Other Materials.** Each Disclosing Party's Confidential Information is and shall remain the property of the Disclosing Party, and this Agreement does not grant or imply any license or other rights to a Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after a Disclosing Party's request, the Receiving Party will promptly either, at the Disclosing Party's election, destroy or deliver to the Disclosing Party all Confidential Information and materials furnished to the Receiving Party, and provide a company officer's written certification of compliance with said destruction or delivery.

e. **Third Party Information Disclosure.** A Disclosing Party shall not communicate any information to a Receiving Party in violation of the confidentiality, privacy or proprietary rights of any third party.

7. Warranties.

a. **Warranty Disclaimer (as between RentGrow and Client only). EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, RENTGROW DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

b. **Warranty Disclaimer (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).**

8. Damage Limitations.

a. **Damage Waiver (as between RentGrow and Client only). REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, RENTGROW DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF RENTGROW HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.**

b. **Damage Waiver (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).**

c. **Liability Limit (as between RentGrow and Client only). IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT [BUT EXCLUDING SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS)], AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, RENTGROW'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO RENTGROW FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE EARLIEST DATE OF THE EVENT(S) GIVING RISE TO THE LIABILITY.**

d. **Liability Limit (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).**

e. **Non-Reliance Release (as between RentGrow and Client only). CLIENT RELEASES RENTGROW AND ITS AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR: (i) ANY NEGLIGENCE RELATED TO OR IN CONNECTION WITH THE INFORMATION PROVIDED AS PART OF THE SERVICES; AND (ii) ANY LOSS OR EXPENSE RESULTING, DIRECTLY OR INDIRECTLY, FROM INFORMATION DERIVED FROM THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE CREDIT BUREAUS.**

f. **Non-Reliance Release (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).**

9. Assignment. RentGrow may assign, sell, convey, pledge or otherwise transfer this Agreement, in whole or in part and with or without notice, to its parent company, a wholly owned subsidiary, or a wholly owned subsidiary of its parent company; and Client may assign, sell, convey, pledge, or otherwise transfer this Agreement provided it has the express prior written consent of RentGrow, which RentGrow may withhold for any reason. Any other attempted assignment, sale, conveyance, pledge, or other transfer of this Agreement is void and a material breach of this Agreement.

10. Mediation.

a. **Mediation Request; Condition Precedent.** In the event of a dispute between Client and RentGrow arising out of or related to this Agreement that cannot be resolved amicably between them, the party initiating the dispute (the "**Serving Party**") may serve the other party (the "**Served Party**") with a request for mediation in accordance with section 11(e) (Notices). A Serving Party may not file any action against the Served Party in any court, or initiate any other legal proceeding, unless and until the Serving Party has complied with this section and attempted, in good faith, to complete mediation of the dispute in accordance with section 10(b) (Mediation Process).

b. **Mediation Process**. In the event of a mediation under this Agreement, the Serving Party and Served Party shall jointly select a neutral, independent mediator with experience in the relevant subject matter by the rules of the office of the Judicial Arbitration and Mediation Service (JAMS) closest to the mediation venue. The mediation shall take place not less than 10 days and not more than 20 days from the date the Serving Party gives notice of the request for mediation in accordance with section 11(e) (Notices) unless otherwise required by JAMS or mutually agreed to by the parties. If requested by Client, the mediation shall take place in Santa Barbara, California. If requested by RentGrow, the mediation shall take place in Aspen, Colorado. The parties shall be responsible for their own costs related to preparing for and attending the mediation but shall share equally the fees and costs of the mediator and JAMS.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to any third parties the statements made in mediation by the parties or the mediator. The mediation confidentiality provisions of California Evidence Code sections 1115 – 1128 shall apply to the mediation proceedings.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, the parties shall provide the mediator and exchange their statements of position and copies of any supporting documents. Each party shall send to the mediation a person who has knowledge of the matter and authority to recommend resolution terms.

e. **Non-Binding.** If either party participates in a mediation in good faith but is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available at law or in equity.

11. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of any other party, and no party to this Agreement shall have any express or implied right to bind any other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.**

(i) Action Initiated by Client. With respect to any action or proceeding initiated by Client (except a cross or counter-action in a proceeding initiated by RentGrow, which shall be governed and determined by the same governing law as the proceeding initiated by RentGrow), this Agreement shall be governed and determined by the laws of the United States and the State of California as such laws are applied to agreements made and performed entirely within the State of California.

(ii) Action Initiated by RentGrow. With respect to any action or proceeding initiated by RentGrow (except a cross or counter-action in a proceeding initiated by Client which shall be governed and determined by the same governing law as the proceeding initiated by Client), this Agreement shall be governed and determined by the laws of the United States and the State of Colorado as such laws are applied to agreements made and performed entirely within the State of Colorado.

c. **Venue**.

(i) Action Initiated by Client. Any action or proceeding related to or arising out of this Agreement initiated by Client (except a cross or counter-action in a proceeding initiated by RentGrow, which shall be brought in the same venue as the proceeding initiated by RentGrow), shall be resolved only in a court of competent jurisdiction in the City of Santa Barbara, State of California (or the court of competent jurisdiction closest to Santa Barbara, CA, if no court of competent jurisdiction resides in Santa Barbara, CA), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

(ii) Action Initiated by RentGrow. Any action or proceeding related to or arising out of this Agreement initiated by RentGrow (except a cross or counter-action in a proceeding initiated by Client, which shall be brought in the same venue as the proceeding initiated by RentGrow), shall be resolved only in a court of competent jurisdiction in the City of Aspen, State of Colorado (or the court of competent jurisdiction closest to Aspen, CO, if no court of competent jurisdiction resides in Aspen, CO), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

e. **Notices**. The parties shall deliver any notice required by this Agreement by personal delivery, by certified U.S. Mail return receipt requested, or by an established, reputable overnight delivery carrier that provides traceable proof of delivery (such as FedEx®), and will be deemed given upon confirmed delivery to the party to whom it is intended at its address of record. The addresses of record of Client and RentGrow, all of which must be included on any notices under this section, are as follows:

If to Client:
Attn: Bethany Spitz

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ASPEN/PITKIN COUNTY HOUSING AUTHORITY
201 E Hyman Ave Ste 202
Aspen, CO 81611

If to RentGrow:
RENTGROW, INC.
C/O: YARDI SYSTEMS, INC.
LEGAL DEPARTMENT
430 S. Fairview Ave.
Goleta, CA 93117

A party may change its address of record or notice recipient by giving written notice of such change in accordance with this section.

f. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

g. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

h. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

i. **Data Use.** RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use information derived from the provision of the Services in order to improve, develop or enhance the Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

j. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement of the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor has any party relied on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

k. **Non-Solicit/Non-Hire**. The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of any other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

l. **Modification**. Except as expressly set forth elsewhere in this Agreement, the parties may only modify or amend this Agreement in a writing signed by an authorized representative of each party.

m. **Force Majeure**. Neither party to this Agreement shall be liable to the other party for a failure of or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event. As used in this Agreement, "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event, including without limitation, fire, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree or ordinance, or any executive or judicial order.

n. **Signature; Counterparts**. This Agreement is not binding on the parties until it has been signed and a copy received by all parties. However, signatures need not appear on the same copy of this Agreement, so long as signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission or as soon thereafter as is reasonably practicable; however, the failure to provide original counterparts shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

ASPEN/PITKIN COUNTY HOUSING AUTHORITY

By: _____

Date: _____

Print Name: _____

Title: _____

RENTGROW, INC.

By: DocuSigned by: Michael Remorenko A6511049FC75416...

Date: 2/25/2026 | 2:38:24 PM PST

Print Name: Michael Remorenko

Title: Authorized Representative

Rev. 10252022

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SCHEDULE A

Fee Schedule

RentGrow/Screening PIN #: 100134931
RentGrow/Screening Order #: 506270

ScreeningWorks Services Monthly Fees			
License	Unit of Measure (UOM)	$/UOM	Total Fee/Screen
Premium Credit Screening and Social Security Fraud Check	transaction	$7.00	$7.00
Premium National Criminal Screening	transaction	$12.00	$12.00
Supplemental Criminal Search	transaction	$9.00	$9.00
Rental Payment History Screening	transaction	$1.00	$1.00

Affordable Housing & PHA Verification Services Monthly Fees			
License	Unit of Measure (UOM)	$/UOM	Total Fee/Screen
Income Verification Services- TWN SSV	transaction	$45.00	$45.00

Additional Terms

1) **PAYMENT TERMS FOR MONTHLY FEES:** In accordance with the terms in Section 3 (Fees), Client agrees to pay charges shown on this Fee Schedule within 30 days of invoice. All prices, fees and payment terms shall be subject to change by RentGrow upon 30 days prior written notice.

2) **Flat Fees by State** (the "**FFS TSS**"), for optional packages and pricing to help ensure compliance with state laws that limit screening service fees or require fee disclosures, is incorporated into the agreement and posted at https://resources.yardi.com/legal/screening/ffs-tss/.

3) **ADDITIONAL FEES FOR TENANT SCREENING SERVICES** (the "**AF TSS**"), for optional services, re-certifications, renewals, occupant-only, guarantor, and other similar services is incorporated into the agreement and posted at https://resources.yardi.com/legal/screening/aftss.

4) **TAXES:** Client agrees to pay, as applicable, any state or local excise, sales, use or other tax (except income taxes or corporate excise taxes) imposed on RentGrow resulting from this Agreement. Any such taxes paid for by RentGrow shall be reimbursed by Client.

5) Additional terms are set forth in the following schedules to this Agreement:
B – Property Worksheet
C – Required Supplemental Terms and Conditions
D – Required Billing and Invoicing Information
E – International Credit Services Additional Terms
F – The Work Number Services Additional Terms

6) **SERVICES TERMS:**

   a. **Premium National Criminal Screening** includes national criminal search, national sex offender search, and OFAC/SDN Terrorist search.

   b. **Supplemental Criminal Search** are included for the following states because they provide limited criminal data to national repositories: AL, CA, CO, DC, DE, ID, LA, MA, NV, SD, VA, WY.

   c. **Rental Payment History Screening** includes records from the Experian RentBureau National Rental Data Exchange and collections data from multi-family collection agencies.

   d. **Income Verification Services- TWN SSV.** A charge applies for each employer record found. There is no charge if no record is found.

   e. **Affordable Housing & PHA Verification Services** provide real-time verification of employment and asset ownership. A charge only applies when the Services are completed and records are found.

SCHEDULE B

Property Worksheet

RentGrow/Screening PIN #: 100134931
RentGrow/Screening Order #: 506270

Property Worksheet Terms

a. **Property Information.** In order to access and use the Services, and to remain compliant with the FCRA and applicable law, Client or its designated POC (defined below, which may be or include Property Manager) must provide certain information, including but not limited to, information about the Properties for which the Services will be utilized (the "**Property Information**"). Client or its POC shall be responsible for: (a) providing true, accurate, current and complete information in the RentGrow and/or Yardi Systems, Inc. (your property management software provider) Service application forms and as otherwise reasonably requested by RentGrow; and (b) maintaining and promptly updating Property Information so that it remains true, accurate, current and complete during the term of this Agreement.

Client understands and acknowledges that if Client or its POC provides any Property Information that is untrue, inaccurate, not current or incomplete, regardless of where the information originated, or if RentGrow has reasonable grounds to suspect such information is untrue, inaccurate, not current or incomplete, RentGrow may suspend or terminate all or part of the Services.

b. **Designated Client Point(s) of Contact (POC)**. Client shall appoint POCs, below, for the Property(ies) indicated. RentGrow shall have no obligation to contact or communicate with any other persons regarding this Schedule B (Property Worksheet) except as indicated in section 11(e) (Notices). Each POC shall be an authorized End-User physically located at the Property for which he or she has been designated. Only the designated POC is authorized to add new End-Users, except that if the Services are accessed through Client's Voyager software, Client shall ensure that any Designated User of said Voyager software that also has access to the Services shall also be an End-User.

c. **Tax Exempt Certificate**. Client shall be solely responsible for providing RentGrow a valid tax exemption certificate for its owned property (or properties) exempt from sales tax. Client is responsible for ensuring that all such certificates remain accurate and current at all times. In the absence of a valid tax exemption certificate, applicable sales tax will be assessed and collected. Client is also responsible for providing a single Client point of contact for all communications relating to tax exemption certificates and for updating that contact as needed. All tax exemption certificates or related questions should be sent to salestax@rentgrow.com.

Property Name	Units	Street Address	City	State	Zip	Property Manager	Property Phone	Property Email
Centennial Apartments	148	100 Luke Short Ct	Aspen	CO	81611	Leasing Centennial Aspen	(970) 925-1876	leasing@centennialaspen.com
Truscott I	109	39551 Hwy 82	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Marolt Ranch	100	613 Marolt Pl	Aspen	CO	81611	Nicole Morehead	(970) 429-2897	nicole.morehead@aspen.gov
Burlingame (Seasonal)	93	50 Harmony Pl	Aspen	CO	81611	Taylor Conti	(970) 710-3111	help@burlingamehousing.com
Truscott II	87	18 Truscott Pl	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Castle Ridge	80	101 Doolittle Cir	Aspen	CO	81611	Donna Hill	(970) 925-6851	dhilldjh@aol.com
Alpina Haus	44	935 E Durant Ave	Aspen	CO	81611	Kevin DeCarlo	(970) 920-3975	deconovitch@comcast.net
Maroon Creek	42	601 Stage Ct	Aspen	CO	81611	Stephanie Thurston	(970) 544-1885	marmgr@amcllc.net
Aspen Country Inn	40	38996 Hwy 82	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Holiday House	36	127 W Hopkins Ave	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspen
Hunter Longhouse	33	101 Lone Pine Rd	Aspen	CO	81611	Megan Kappeli	(970) 963-9502	megan@zgrent.com
ULLR Commons	27	520 W Main St	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
488 Castle Creek	24	488 Castle Creek	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Ute City Place	22	909 E Cooper Ave	Aspen	CO	81611	Leasing Ute City Place	(970) 235-2111	leasing@utecityplace.com
Mtn Oaks (AVH)	21	207 Mtn Oaks Pl	Aspen	CO	81611	Steve Selby	(970) 544-1141	sselby@aspenhospital.org
Heatherbed	20	1679 Maroon Creek Rd	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspensnowmass.com
Truman Aspen Center	18	355 N Mill St	Aspen	CO	81611	Lisa Hicks	(970) 925-8032	lhicks@mwaspen.com

Castle Creek Meadows (AVH)	18	401 Castle Creek Rd	Aspen	CO	81611	Steve Selby	(970) 544-1141	sselby@aspenhospital.org
Pitkin Park Place	17	419 AABC	Aspen	CO	81611	Andrew Miller	(970) 925-3760	andrew.miller@pitkincounty.com
Copper Horse	13	328 W Main St	Aspen	CO	81611	Kevin DeCarlo	(970) 920-3975	deconovitch@comcast.net
River Glen	12	1015 E Durant Ave	Aspen	CO	81611	Justin Addison	(970) 920-5137	justin@masonmorse.com
517 Park Circle	11	517 Park Circle	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Smuggler Mountain Apartments	11	414 Park Cir	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Aspen Highlands Village – Trailhead	10	133 Prospector Rd	Aspen	CO	81611	Kevin Joseph	(310) 968-3366	kevin@highlandsalehouse.com
West Ranch (School)	10	113 Crescent Dr	Woody Creek	CO	81656	Sam Rose	(970) 925-3760	srose@aspenk12.net
802 W Main St	10	802 W Main St	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Aspen Highlands Village – Maroon Creek Station	9	115 Boomerang Rd	Aspen	CO	81611	Milton Stewart	(970) 452-9293	aspenhousing@gmail.com
Aspen Mountain Residences (aka Hyatt Grand Aspen)	9	400 E Dean St	Aspen	CO	81611	Claudine Grondin	(970) 429-9105	cgrondin@eastwest.com
Aspen Consolidated Sanitation District	8	566 N Mill St	Aspen	CO	81611	Bethany Spitz	(970) 925-2437	acsdmgr@gmail.com
Residences at Little Nell	8	501 E Dean St	Aspen	CO	81611	Timothy Baldwin	(970) 429-6720	tbaldwin1@aspensnowmass.com
AABC Comcast	8	203 AABC	Aspen	CO	81611	Megan Kappeli	(970) 963-9494	megan@zgrent.com
Aspen Edge Condominiums	8	1235 E Cooper	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Cortina	8	220 E Main St	Aspen	CO	81611	Paz Escobar	(970) 920-1000	paz.escobar@aubergeresorts.com
Hunter Creek	8	1400 Vine St	Aspen	CO	81611	Lisa O'Sullivan	(970) 925-1000 x3503	lisa@aspensquarehotel.com
Burlingame (Year-round)	8	421 Harmony Pl	Aspen	CO	81611	Taylor Conti	(970) 710-3111	help@burlingamehousing.com
King Louis Condominiums	8	210 W Main St	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
West Hallam	7	832 West Hallam	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Mocklin Apartments	7	202 Lone Pine Rd	Aspen	CO	81611	Carol Parks	(970) 920-5137	hparks@200newbury.com
Inn At Aspen	7	38750 Highway 82	Aspen	CO	81611	Geoff Lubin	(970) 920-5137	glubin@innataspen.com
Mill Street Condos	7	415 Rio Grande Pl	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
550 E Main St	6	550 E Main St	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
410 West End Condominiums	6	410 W End	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Water Place	6	2 E Water Pl	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Chaparral Aspen	6	45 Chaparral Cir	Woody Creek	CO	81656	Lisa Flynn ?	(970) 379-6405	lisahallfylnn@gmail.com
East Hopkins	6	308 E Hopkins Ave	Aspen	CO	81611	Paul McNaughton	(970) 920-5137	pmcnaughton@improveone.com
Bell Mountain Townhomes	5	310 S Spring St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
ACES	5	98 Puppy Smith St	Aspen	CO	81611	Chris Lane	(970) 925-5756	clane@aspennature.org
King	4	955, 981, 985, 995 King St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Lakeside Condominiums at Willits	5	608 Lakeside Dr	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Willoughby	4	645 Willoughy Way	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Woody Creek Mesa	5	332, 340 Woody Creek Mesa	Woody Creek	CO	81656	Liz Moore	(970) 923-4646	office@discovercompass.org
Cemetery Ln	5	703 Cemetery Ln	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Cemetery Ln	1	717 Cemetery Ln 1	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Pitkin Center Building	4	520 E Hyman Ave	Aspen	CO	81611	Chuck Barr	(970) 925-9094	cbarr23@hotmail.com

Red Mt.	4	726 Red Mountain Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Alpine Grove	4	418 Pacific Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Starwood Ranch	4	572 N Starwood Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Snowmass Creek Rd.	4	5959 Snowmass Creek Rd	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
304 AABC	4	304 AABC	Aspen	CO	81611	Sarah Pegler	(970) 920-0101	sarah@pyramidadvisors.net
Aspen Alps	4	700 Ute Ave	Aspen	CO	81611	John Corcoran	(970) 925-7820	john@aspenalps.com
Town Plaza	4	216 E Durant Ave	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
City Plaza	4	517 E Hopkins Ave D	Aspen	CO	81611	Linda Manning	(724) 422-1303	lmanning@mdevco.com
Buttermilk	4	1422 W Buttermilk Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Dancing Bear	4	411 S Monarch St	Aspen	CO	81611	Alyson Gish	(970) 920-2500	alyson@dancingbearaspen.com
Airport	4	84 Service Center Rd	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
River Road	1	99 N River Rd	Snowmass	CO	81654	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
River Rod	1	100 E River Ranch Rd	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
River Road	1	2520 Lower River Rd	Snowmass	CO	81654	Robert Oxenberg	(970) 920-5137	robertoxenberg@aol.com
Christiana Lodge	3	505 W Main St	Aspen	CO	81611	Dean Kinkle	(970) 384-3218	deankinkel@alpinebank
Lazy Glen	3	25825 Hwy 82	Aspen	CO	81611	Karen Hilebrand	(970) 927-3632	admin@lazyglenhoa.com
Aspen Art Museum	3	914 Waters Ave	Aspen	CO	81611	Bethany Spitz	(970) 925-8050	bethany.spitz@aspen.gov
McCabe Ranch	3	70 McCabe Ranch Rd 21	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Smuggler Run MHP	3	4 Ajax Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Lazy O	3	1727 Snowmass Creek Rd 1, 2, 3	Snowmass	CO	81615	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Fire	3	1085 Redstone Blvd	Carbondale	CO	81623	Jan Shubert	(970) 925-5532	jan.schubert@aspenfire.com
Millenium Plaza (Galena Plaza) M&G Condo	3	426 E Main St	Aspen	CO	81611	Kile Smith	(231) 590-6333	kile@ajaxm.com
Durant	1	725 E Durant Ave 22A	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	vale@rof.net
Durant	1	520 E Durant St 207	Aspen	CO	81611	Paula Brodin	(970) 925-7615	paulabaspen@gmail.com
Jewish Resource Center	3	435 W Main St	Aspen	CO	81611	Jewish Resource Center	(970) 544-3770	rabbi@jccaspen.com
420 E Hyman	3	420 E Hyman	Aspen	CO	81611	Pamela Finley	(818) 223-3500 x1213	pfinley@ezralow.com
Mill Street Plaza	3	205 S Mill St	Aspen	CO	81611	Lisa Hicks	(970) 925-8032	lhicks@mwaspen.com
Edge of Ajax	3	715 E Hopkins Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Chitwood Plaza	3	411 E Main St	Aspen	CO	81611	Deb Reardon	(970) 544-3960	debbiep@rof.net
River Park	3	140 N Spring St 13, 14, 15	Aspen	CO	81611	Jerome Simecek	(970) 273-3100	jsimecek@romero-group.com
Castle Creek Rd.	2	8475 Castle Creek Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Annabelle Inn	2	232 W Main St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	info@annabelleinn.com
200 S Aspen St	2	200 S Aspen St	Aspen	CO	81611	Brittany Shami	(970) 920-5137	brittany@aspenstreetlodge.com
Sundeck	2	4705 Aspen Summer Rd	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspen
McLain Flats	1	1650 McLain Flats Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	lweinglass@gmail.com
Asia Restaurant	2	132 W Main St I, J	Aspen	CO	81611	Mary Schooner	(303) 825-9192	mschooner@dikeou.com
Katie Reed	2	301 E Hopkins Ave 202, 203	Aspen	CO	81611	James Marcus	(970) 948-1328	james@utecityadvisors.com

ISIS	2	406 E Hopkins Ave C, D	Aspen	CO	81611	Jeff Richman	(312) 850-1680	jrichman@mdevco.com
Cooper Park Place	2	408 S Mill St 301, 302	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	rknox@gorsuch.com
Doc Henry WC	1	201 Doc Henry Rd	Woody Creek	CO	81656	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Doc Henry WC	1	44 Doc Henry Rd	Woody Creek	CO	81656	Bethany Spitz	(970) 618-8005	bethany.spitz@aspen.gov
Hotel Aspen	2	110 W Main St	Aspen	CO	81611	Michael H Brown	(970) 920-5137	michael@haymax.com
Five Trees	2	95 Cinnamon Ct	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Brush Creek Rd	1	1020 Brush Creek Rd	Snowmass	CO	81615	Bethany Spitz	(970) 923-6619	bethany.spitz@aspen.gov
Brush Creek Rd	1	800 Brush Creek Rd	Snowmass	CO	81615	Bethany Spitz	(970) 920-5137	thomasandersen@gmail.com
W Aspen	2	550 S Spring St 138	Aspen	CO	81611	Melissa Espinoza	(970) 431-0175	melissa.espinoza@whotels.com
Collins Block EDUs	2	204 S Mill St D, C	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	baldwingallery@baldwingallery.com
Aspen Brownstones	2	707 E Hyman Ave C, D	Aspen	CO	81611	Bethany Spitz	(215) 872-0299	bgarbose@gmail.com
Villas at Elk Run	2	6201 Elk Ln	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Pine Creek	2	12725 Castle Creek Rd	Aspen	CO	81611	Chris Keating	(970) 925-1044	chris@pinecreekhouse.com
West Smuggler	2	955 And 959 West Smuggler St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Fleisher Bldg	2	200 E Main St 1, 2	Aspen	CO	81611	Bethany Spitz	(970) 925-7053	bush@expeditioncapital.com
Valley Pines	2	1300 E Valley Rd Unit 1	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
White Elephant Hotel	2	110 West Main Street	Aspen	CO	81611	Bethany Spitz	(970) 945-5488	jtodd@whiteelephantaspen.com
St. Moritz	2	334 W Hyman Ave A, B	Aspen	CO	81611	Bethany Spitz	(970) 925-3220	info@stmoritzlodge.com
Shadow Mtn. Lodge	2	232 W Hyman Ave 3, 9	Aspen	CO	81611	Bethany Spitz	(970) 925-8207	bethany.spitz@aspen.gov
Red Butte Ranch HOA	2	304 Jalanda Ln	Aspen	CO	81611	Soledad Hurst	(970) 544-1885	bethany.spitz@aspen.gov
Garmisch S 306	2	306 S Garmisch St C, D	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	ljeppesen@s3dyn.com
Animal Shelter	2	Hwy 82 Animal Shelter Rd	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Tenth Mountain	2	1290 Ute Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Mother Lode Condos	2	314 E Hyman Ave	Aspen	CO	81611	Jason Hall	(214) 953-1177	jhall@jcleo.com
Starry Pines Ranch	2	2262 Snowmass Creek Rd 2	Snowmass	CO	81615	Shelley Burke	(970) 927-4202	bethany.spitz@aspen.gov
GLE 0481	1	481 Glen Eagle Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
699 Eppley Dr	1	699 Eppley Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Sierra Vista	1	1395 Sierra Vista Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Hines Aspen Intnl Ltd EDU	1	540 Mandaley Ln	Snowmass	CO	81615	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Lauder ADU	1	860 Roaring Fork Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Lift One Managers Unit	1	131 E Durant Ave 110	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Stage Road PUD	1	276 Coach Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
411 AABC	1	411 AABC 404	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Tom Thumb	1	400 E Hyman Ave A303	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Champagne Ln	1	75 Champagne Ln	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Panorama Heights	1	2110 Bennett Avenue	Glenwood Springs	CO	81601	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
2280 Snowmass Creek Rd	1	2280 Snowmass Creek Rd	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov

Silverbrook	1	450 Smuggler Mountain Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
1567 Prince Creek	1	1567 Prince Creek	Carbondale	CO	81623	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Chateau Chaumont	1	731 E Durant W5	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
East Cooper / 1230	1	501 E Cooper Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
East Hopkins Alley (1000 E Hopkins)	1	992 E Hopkins Alley	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Shady Lane Condo	1	99 Shady Ln	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Homerun	1	101 Homerun Ln	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
210 S West End St	1	210 S W End St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
405 AABC	1	405 AABC F	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
AABC AABC Rocky Mtn Natural Gas	1	113 AABC	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Adair Duplex	1	126 Park Ave 2	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
AABC Mini Storage/ Canyon Cable	1	105 Woodward Ln	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Filoha Meadows	1	14628 Hwy 133	Carbondale	CO	81623	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Little Woody Creek Rd	1	610 Little Woody Creek Rd	Woody Creek	CO	81656	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Whisperwind Way	1	153 Whisperwind Way	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
910 Gibson Ave	1	910 Gibson Ave	Aspen	CO	81611	Saye Yabendeh	(970) 920-5137	miss.saye.yabandeh@me.com
Aspen Chance Subdivision	1	820 Chance Ct	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
4862 Snowmass Creek Rd	1	4862 Snowmass Creek Rd	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
AABC Rent All	1	208 AABC	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
45 Westerly Ln	1	45 Westerly Ln	Basalt	CO	81621	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Sneaky Lane	1	503 Sneaky Ln	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
1644 Prince Creek	1	1640 Prince Creek	Carbondale	CO	81623	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Columbines at Elk Run	1	603 Wren Ct	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Spruce	1	560 Spruce St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
829 W Bleeker (Klein)	1	829 W Bleeker St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
AABC Bishop Building	1	407 AABC	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Ten Ten Ute	1	19 Ute Pl	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Aspen Valley Ranch	1	130 Aspen Valley Ranch Rd	Woody Creek	CO	81656	Maria Johnson	(970) 379-1319	maria@avrresidences.com
Winfield Arms	1	119 E Cooper Ave Apt 1	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Shadow Rock Townhomes	1	153 Juniper Trail	Carbondale	CO	81623	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Park Modern	1	202 Evans Rd	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
351 Southside Drive	1	351 Southside Drive	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Market Street Lofts	1	361 Robinson St #200	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Oak Grove Townhomes	1	323 Park Ave H6	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
1640 Prince Creek	1	1644 Prince Creek	Carbondale	CO	81623	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Aspen View Condos	1	326 Midland Ave 304	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Highlands Villas	1	98 Glen Dee Rd 4	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net

Mountain River Manor	1	900 E Hopkins #4	Aspen	CO	81611	John or Lex	(970) 920-0101	jeff@pyramidadvisors.net
205 W Main St	1	205 W Main St	Aspen	CO	81611	Michael H Brown	(970) 920-5137	michael@haymax.com
Aspen Condos	1	601 S West End St 13	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
480 Doolittle Drive	1	480 Doolittle Dr	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Marolt House	1	40176 Hwy 82	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Anderson Park	1	1101 E Cooper Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
ARC Apt	1	895 Maroon Creek Rd	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Clarendon	1	625 W End St	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
Spring	1	100 S Spring St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Silver Stream	1	926 E Durant Ave 7	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Shield	1	1120 Shield O Road	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
33 Pitkin Mesa	1	33 Pitkin Mesa Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Pitkin Reserve	1	51 Pitkin Way	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Red Butte Ranch	1	5721 Snowmass Creek Rd	Snowmass Village	CO	81615	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Reds Rd.	1	182 E Reds Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Ritz Prospect	1	25 Prospector Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Christian Science Society	1	734 W Main St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Innsbruck Lodge	1	233 W Main St	Aspen	CO	81611	Kevin Feldman	(970) 920-5137	kevin.feldman@bluegreenvacations.com
Mtn Forge	1	230 E Hopkins Unit 101	Aspen	CO	81611	Ana Halverson	(970) 920-5137	ana@hpmaspen.com
Wildwood	1	262 Wildwood Ln	Aspen	CO	81611	Becky Helmus	(970) 925-5678	wildwood@rof.net
Williams Way	1	4 Williams Way	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Zeigler	1	2308 Ziegler Divide Way	Snowmass Village	CO	81615	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
SAG 90	1	90 Sagebrush Ln	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Roaring Fork Meadows	1	165 Hoaglund Ranch Rd	Basalt	CO	81621	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Guidos	3	430 E Cooper Ave 8	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Handy	1	313 Handy	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Snow Queen	1	124 E Cooper Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
977 Queen	1	977 Queen St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Cooper Greystone	1	818 E Cooper Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Carroll	1	314 Carroll Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Deer Hill Commercial	1	209 Ventnor Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Total	**1,466**							

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SCHEDULE C

Required Supplemental Terms and Conditions

The full text of the current version of this Required Supplemental Terms and Conditions schedule is located and available on-line at https://www.rentgrow.com/us-screening-schedule-c and, by this reference, is fully incorporated into this Agreement as may be updated from time to time, with or without notice.

In the event any material update to or modification of this Required Supplemental Terms and Conditions schedule that Client does not accept, Client must immediately stop using the Services and notify RentGrow in writing within 7 days of this schedule's revision date. Upon the receipt by RentGrow of such written notice from Client, RentGrow will discontinue the Services and terminate this Agreement for the convenience of both parties without penalty to Client but subject to all other terms of this Agreement. In the absence of such written notice, the access to or use of the Services by Client or any End-User shall constitute acceptance of this Required Supplemental Terms and Conditions schedule in effect at the time of such access or use.

Under no circumstances shall RentGrow include in this Required Supplemental Terms and Conditions schedule any term, condition, notice or otherwise that is not required by a Credit Bureau, CRA, or applicable local, state and federal law or regulation in order for RentGrow to be able to provide, and for Client and End-Users to be able to access and use, the Services.

As indicated in this Required Supplemental Terms and Conditions schedule, Client is required to initial certain terms. Client acknowledges and agrees that the execution of this Agreement shall fulfill such requirement on a continuing basis, including as to any updates to this Required Supplemental Terms and Conditions schedule to the extent Client and End-Users access and use the Services.

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SCHEDULE D

Required Billing and Invoicing Information

For all RentGrow billing or invoicing questions, please contact the RentGrow Accounting Department by phone at **(800) 736-8476** or by email at **RS_Billing@rentgrow.com**.

Primary Corporate Billing Contact – to be used by the RentGrow Accounting Department for addressing billing issues, questions about Schedule A (Fee Schedule) or questions about this Schedule D (Required Billing and Invoicing Information).

Name: Sandra Jaramaz

Title: Business Operations Manager

Phone: 970-920-5456

Email: sandra.jaramaz@aspen.gov

Invoice Delivery Options (choose Option 1 or 2):

☑ **Option 1 – PAYscan**: (*PREFERRED*) – Invoices will be uploaded to your invoice register. Please send an email to RS_Billing@rentgrow.com and someone will contact you.

☐ **Option 2 – Email Delivery**: **EMAIL ADDRESSES MUST BE A CENTRALIZED BILLING CENTER**

☐ Email invoices to each property at the property email addresses provided in Schedule B (Property Worksheet).

OR

☐ Email each invoice PDF separately to this email below:

Email: _____

☐ Email a single PDF containing all invoices for the properties in Schedule B (Property Worksheet) to this email below:

Email: _____

Sales Tax Status

Sales tax will be included with your invoice unless noted otherwise:

Email all tax-exempt certifications to RS_Billing@rentgrow.com

Sales Tax Exempt: YES ☑ NO ☐

Client acknowledges and agrees that it is responsible for keeping the above information current and complete and that Client is solely responsible for all misrouted or returned invoices provided by RentGrow according to the above information. RentGrow and Client further acknowledge and agree that changes to this Schedule D (Required Billing and Invoicing Information) may be made in writing (including by email) by and between the RentGrow Accounting Department and the Primary Corporate Billing Contact.

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SCHEDULE E

International Credit Services Additional Terms

1. Client agrees to use RentGrow's International Credit Services. Client acknowledges that through the International Credit Services, Client may invite applicants whose applications were declined or conditionally accepted solely due to insufficient credit history to obtain their international credit score through Nova Credit, Inc. ("**Nova**").

2. Client acknowledges that through the International Credit Services, Client may invite an applicant to request a credit report from participating countries from Nova, subject to Nova's ability to obtain the applicant's credit data. Client acknowledges that when the applicant's credit data is available, Nova will provide the applicant's credit score and credit report to RentGrow, which will determine whether to update the applicant's initial tenant screening result based on Client's credit scoring criteria. RentGrow does not guarantee or warrant the accuracy of the data received from Nova.

3. Client acknowledges and agrees that it will not use applicant data obtained through the International Credit Services to take adverse action, as defined in the FCRA [15 U.S.C. § 1681(a)], against an applicant. Client agrees further that each International Credit result provided by RentGrow shall only be used during 1 tenant screening session.

4. During the term of the Agreement, Client shall use RentGrow as the exclusive provider of its international credit screening needs with respect to all properties subject to the Agreement.

5. As an express condition of accessing and using the International Credit Services as permitted under this Agreement, Client acknowledges and agrees that it and all End-Users shall do so only for Permissible Purpose.

6. Client acknowledges that all terms and conditions of the Agreement apply to Client and its End-Users' use of the International Credit Services, including but not limited to all use, confidentiality, and security obligations, and RentGrow's right to conduct random as well as regular monitoring of End-Users' access to and use of the International Credit Services for the purpose of validating that End-Users are accessing and using the International Credit Services only for the Permissible Purpose and in accordance with the Agreement.

7. Client acknowledges that RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use any information derived from the provision of the International Credit Services in order to improve, develop, or enhance the International Credit Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

Docusign Envelope ID: B5FB1FF2-5680-4FD8-984D-ECCE58719BD4

SCHEDULE F

The Work Number Services Additional Terms

1. Client desires to use Tenant Screening Income/Employment Verification services offered through The Work Number®, which is operated by TALX Corporation [a provider of Equifax Verification Services ("**EVS**")] (the "**TWN Services**"). TWN Services provide tenant screening data that Client may use to verify an Applicant's employment information in connection with an application for rental housing.

2. Client's use of TWN Services will commence upon the Effective Date of this document and continue for one year unless the Agreement is earlier terminated. Upon expiration of such one-year period, this schedule or exhibit shall automatically renew for successive one-year terms (subject to an earlier termination of the Agreement), unless a party provides written notice of non-renewal of this schedule or exhibit at least 30 days prior to expiration of the then-current term.

3. As an express condition of accessing and using TWN Services as permitted under this schedule or exhibit, Client acknowledges and agrees that it and all End-Users shall do so only for the Permissible Purpose of either:

    a. Verifying, where available, the Applicant's Social Security number, employment, and income information for Applicants to its Properties in connection with an application for market-rate rental housing; or

    b. Determining, where available, the Applicant's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an Applicant's financial responsibility or status in connection with an application for affordable housing.

4. Client acknowledges that all terms and conditions of the Agreement apply to Client and its End-Users' use of TWN Services, including but not limited to all confidentiality obligations and RentGrow's right to conduct random as well as regular monitoring of End-Users' access to and use of TWN Services for the purpose of validating that End-Users are accessing and using TWN Services only for the applicable Permissible Purpose and in accordance with the Agreement and this schedule or exhibit.

5. Client acknowledges and agrees that Client and all End-Users are bound by: (i) the terms and conditions of the Agreement and this schedule or exhibit; (ii) the FCRA; (iii) all other applicable laws and regulations; (iv) the then-current version of Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available online at: https://www.rentgrow.com/us-screening-schedule-c or as RentGrow may otherwise provide to Client; and (v) the then-current version of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers, the full text of which is located and available online at: https://www.rentgrow.com/qualified-subscriber-terms-conditions or as RentGrow may otherwise provide to Client, and which is fully incorporated into this Agreement by this reference .

6. The full text of the then-current version of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers is located and available online at https://www.rentgrow.com/qualified-subscriber-terms-conditions and, by this reference, is fully incorporated into this Agreement as may be updated from time to time, with or without notice. Under no circumstances shall RentGrow include in the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers any term, condition, notice, or otherwise that is not required by EVS, a Credit Bureau, CRA, or applicable law or regulation in order for RentGrow to be able to provide, or for Client and End-Users to be able to access and use, the TWN Services.

7. In the event of any material update to or modification of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers that Client does not accept, Client must immediately stop using the TWN Services and notify RentGrow in writing within 7 days of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers terms revision date. Upon the receipt by RentGrow of such written notice from Client, RentGrow will discontinue the TWN Services and terminate this schedule or exhibit for the convenience of both parties without penalty to Client but subject to all other terms of the Agreement. In the absence of such written notice, the access to or use of the Services by Client or any End-User shall constitute acceptance of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers in effect at the time of such access or use.

8. As indicated in the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers, Client is required to initial certain terms. Client acknowledges and agrees that the execution of this schedule or exhibit shall fulfill such requirement on a continuing basis, including as to any updates to the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers, to the extent Client and End-Users access and use the Services.

9. Client acknowledges that RentGrow or its affiliates may aggregate, compile, and use any information or data it receives or performs in connection with TWN Services for any purpose, including without limitation, for the purpose of providing that information to EVS or for the purpose of improving or enhancing other services offered, or to be offered, by RentGrow or its affiliates.

10. Client acknowledges and agrees that all terms and conditions of Schedule A of the Agreement (Fee Schedule) relating to payment terms, taxes, and additional terms apply to Client and its End-Users' use of TWN Services.

CITY OF ASPEN

STAFF REPORT

TO:	Mayor and City Council
FROM:	Shelly Braudis, Natural Resources Manager
	Heather Gale, City Forester
THROUGH:	Matt Kuhn, Parks and Open Space Director
MEETING DATE:	March 10th, 2026
SUBJECT:	Resolution #030, Series 2026: Wildfire Mitigation Policy Update

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INTENDED OUTCOME:
Staff are seeking Council approval of Resolution #030, Series 2026, which will adopt an updated Wildfire Mitigation Policy.

As detailed below, adoption of the updated Wildfire Mitigation Policy will ensure that Aspen's Municipal Code is consistent with the adopted Colorado Wildfire Resiliency Code (CWRC).

The updates to the Policy continually adapt the City's long-standing focus on tree preservation and stewardship by recognizing ways to reduce certain wildfire risks associated with trees and vegetation within the community forest.

EXECUTIVE SUMMARY:
The State of Colorado has adopted the Colorado Wildfire Resiliency Code, introducing new fire intensity classifications and defensible space standards that require local alignment and interpretation. These developments present an opportunity to refine Aspen's existing policy to ensure it remains current, locally applicable, and responsive to both wildfire risk and urban forestry stewardship goals.

The updates clarify how State fire intensity classifications are applied within city limits, establish standards for unclassified areas, refine how tree removals and mitigation obligations are evaluated in wildfire contexts, and strengthen public-facing guidance and implementation tools. Over the past several months, staff have developed and published a comprehensive suite of resources that improve clarity, consistency, and transparency within the tree removal permitting process.

Updates to the Wildfire Mitigation Policy and the newly published community resources detailed at the February 23, 2026 City Council Work Session are intended to strengthen wildfire preparedness, improve transparency and predictability for property owners, and ensure mitigation actions meaningfully reduce risk while supporting long-term community forest health.

DISCUSSION:

Over the last year, the State of Colorado has significantly updated its approach to wildfire preparedness through adoption of the Colorado Wildfire Resiliency Code (CWRC), which establishes statewide standards for defensible space, vegetation management, and home ignition zone treatments, particularly around existing structures. Aspen's *municipal code* and Wildfire Mitigation Policy were updated in 2024 and are already aligned with these State standards. The Parks and Open Spaces Department is now making minor policy refinements to the associated *policy* to clarify how wildfire mitigation and tree management are implemented together.

The City of Aspen's existing Wildfire Mitigation Policy is aligned with the intent and core principles of the 2025 Colorado Wildfire Resiliency Code. Over the past year, this framework has been actively implemented through coordinated home assessments, permit review, and fuels reduction projects. The proposed updates to this policy build on this strong foundation by formally adopting the State's fire intensity classification areas and providing clearer, locally specific guidance where the state framework allows flexibility, particularly in unclassified areas and in the interface between wildfire preparedness and urban forestry stewardship.

The proposed updates focus on refining implementation by:

- Adopting the State's fire intensity classifications as the baseline for wildfire risk evaluation, while establishing clear, locally applicable standards for unclassified areas where state mapping does not assign an intensity class.

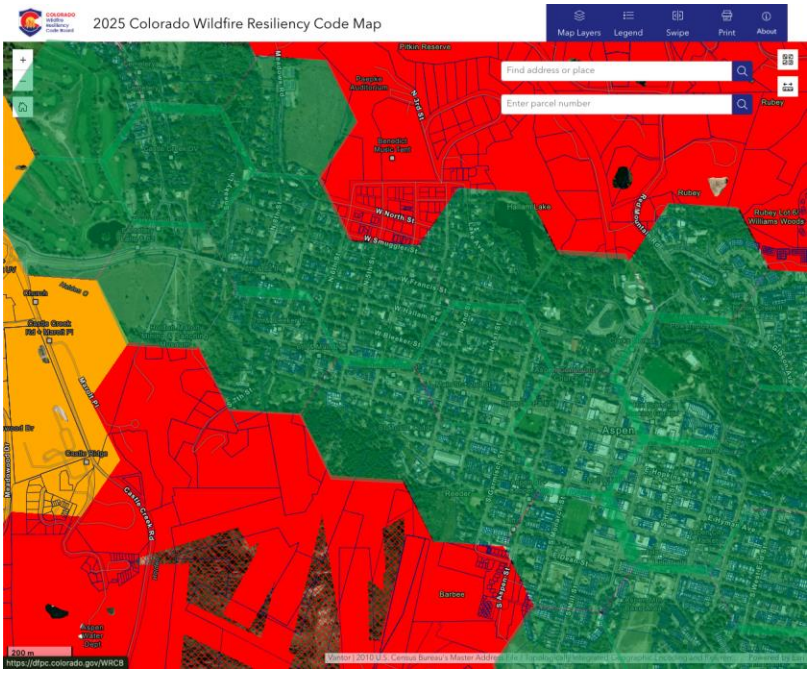

Image: State map with unclassified areas identified in green.

- Clarifying pruning, tree removal, replanting, and mitigation fee evaluation based on fire intensity class and distance from structures, as outlined in the updated Wildfire Mitigation Matrix.
- Expanding assessment capacity and flexibility by allowing approved third-party professionals to conduct wildfire preparedness home assessments.
- Reinforcing a comprehensive, site-based approach to wildfire mitigation by clarifying that mitigation fee waivers are contingent on meaningful fuel reduction and structure hardening efforts.

FINANCIAL IMPACTS:

Updates to the Wildfire Mitigation Policy do not create new fees or increase existing mitigation rates. Staff do not anticipate significant deviations from current tree mitigation fees, since most fees for wildfire mitigation are waived or will be nominal.

ENVIRONMENTAL IMPACTS:

The proposed policy and administrative updates are expected to result in positive long-term environmental outcomes by strengthening wildfire preparedness and improving urban forest resilience, Key environmental considerations include:

- **Reduced wildfire risk:** Targeted fuels reduction and defensible space treatments focus on reducing fire intensity and spread near structures and developed areas, helping lower the likelihood of high-severity wildfire impacts to people, homes, and infrastructure.
- **Protection of natural resources:** By reducing the potential for high-severity fire and supporting planting ignition resistant species, the policy and newly published community resources help to limit secondary environmental impacts such as soil loss, erosion, degraded air quality, and sedimentation of waterways, protecting watersheds, wildlife habitat, and adjacent public lands.
- **Increased public service and proactive stewardship:** The publication of clear, accessible community resources improves understanding of wildfire mitigation, tree retention, species selection, and long-term planting practices. Greater transparency and predictability support better private decision-making, resulting in more resilient canopy outcomes across the community.

While some short-term vegetation removal may occur as part of wildfire mitigation efforts, these actions, combined with improved assessment standards and public guidance, are designed to produce a net environmental benefit by prioritizing survivability, ecological function, and long-term resilience.

RECOMMENDATIONS:

Staff recommend that City Council adopt the updated Wildfire Mitigation Policy through Resolution #030 of 2026 which will implement updates that formally adopt the State of Colorado Wildfire Resiliency Code fire intensity classifications, establish standards for unclassified areas, and apply the updated Wildfire Mitigation Matrix to guide tree removal, pruning, replanting, and mitigation fee evaluation.

ALTERNATIVES:

Staff considered the following alternatives:

- **No action –** Because of the State code, no action was not possible given minor changes needed to the City of Aspen Wildfire Mitigation Policy.
- **Formal amendment of the Aspen Municipal Code**
  While possible, a code amendment is not necessary at this time. Existing code intentionally grants discretion to the Parks and Recreation Director or designee to determine wildfire mitigation exceptions, tree conditions, and comparable values. Administrative guidance is a more efficient and flexible mechanism to clarify interpretation under current authority.

CITY MANAGER COMMENTS:

RESOLUTION #030
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING AN UPDATE TO THE CITY OF ASPEN'S WILDFIRE MITIGATION POLICY

WHEREAS, there has been submitted to the City Council an updated Wildfire Mitigation Policy to provide clarity for residents of Aspen and to ensure that Title 13 of Aspen's Municipal Code is consistent with the adopted Colorado Wildfire Resiliency Code (CWRC), a copy of the updated Policy is attached hereto as Exhibit "A"; and

WHEREAS, in 2023, the Colorado General Assembly enacted Senate Bill 23-166 (2023), concerning the establishment of a wildfire resiliency code board, and, in connection therewith, requiring the wildfire resiliency code board to adopt model codes establishing minimum standards designed to reduce the risk wildfires pose to people and property; and

WHEREAS, the proposed Wildfire Mitigation Policy is aligned with the intent and core principles of the Colorado Wildfire Resiliency Code; and

WHEREAS, adoption of the Wildfire Mitigation Policy will incorporate the State of Colorado Wildfire Resiliency Code fire intensity classifications, establishes standards for unclassified areas, and applies the updated Wildfire Mitigation Matrix to guide tree removal, pruning, replanting, and mitigation fee evaluation as part of the requirements set forth in Title 13 of the City of Aspen Municipal Code.

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

That the City Council of the City of Aspen hereby approves the updated Wildfire Mitigation Policy, a copy of which is annexed hereto and incorporated herein, as the Wildfire Mitigation Policy for purposes of Title 13 of the City of Aspen Municipal Code.

RESOLVED, APPROVED, AND ADOPTED by the City Council of the City of Aspen on the 10th day of March 2026.

_____
Rachael Richards, Mayor

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

_____
Nicole Henning, City Clerk

WILDFIRE MITIGATION POLICY

V. 2.16.26



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WILDFIRE MITIGATION POLICY

BACKGROUND

In 2024, the City of Aspen Parks and Open Space department and the Aspen Fire Protection District (AFPD) developed a unified approach to wildfire preparedness strategies within city limits. City staff reviewed the Firewise USA program, created by the National Fire Protection Agency (NFPA), and incorporated many of its elements into this policy. This model has been adapted across the country by local organizations to reflect local risks and provide region-specific guidance. This third-party program provides the foundation for the Parks and Open Space Departments with an understanding of best practices for landscape management in relation to structures.

The City received additional guidance from the Division of Fire Prevention and Control (DFPC) and the Colorado State Forest Service (CSFS) at the direction of the Wildfire Resiliency Code Board (WRCB), to help further refine best management practices for wildfire preparedness using the Colorado Wildfire Resiliency Code adopted on July 1st, 2025.

This policy works in tandem with Ordinance 11 of 2024, which updates the City of Aspen Municipal Code to provide allowance for property owners to remove trees and shrubs around structures to reduce wildfire fuels. Collaboration between multiple City departments has helped to inform both this policy and a series of associated guidelines.

PURPOSE

Trees are an important part of our community, and while this policy aims to keep our community safe from wildfire, the City recognizes that a healthy urban forest provides a variety of benefits to the community and the larger ecosystem.

The purpose of this policy is to provide guidelines that align with the State of Colorado Wildfire Resiliency Standards, balance a healthy urban forest and tree preservation, and support fuel reduction and tree removals on properties within the City of Aspen.

Our goal with this guidance is to balance the long-term benefits of a healthy urban forest with the recognized need to make our homes resilient to the threat of wildfire.

FIRE RESILIENCY BEST PRACTICES

MAPPING WILDFIRE RISK

The importance of an accurate and up to date wildfire risk map is recognized by both the AFPD and the Parks and Open Space department as a foundational tool for understanding the risk that specific properties face in the event of a wildfire. Not all properties in the City of Aspen have the same level of risk, and as a result, allowances for the removal of trees and shrubs for fuel reduction consider the risk for a given property location on the map.

The mapping tool used by the City of Aspen is provided by the State of Colorado Wildfire Resiliency Code Board via the 2025 Colorado Wildfire Resiliency Code. Every area in the city is mapped according to Fire Intensity Classifications, which helps us understand how a wildfire is likely to behave and how difficult it might be to control. As wildfire risk increases, so do the requirements for how homes are built and maintained, which helps to protect the community.

FIRE INTENSITY CLASSIFICATION

There are two classifications of fire intensity as defined by the State of Colorado Wildfire Resiliency Code: low and moderate/high. The City of Aspen has also created standards for areas yet to be classified based on the State of Colorado Wildfire Resiliency Code Board Map.

Risk Class		
	Unclassified	Areas that have not been placed in either class 1 or class 2, according the the Colorado State Wildfire Resiliency Code Board Map. Homes and other structures in these zones may choose to follow the Class 1 standards, which focus on basic fire-resistant construction and regular vegetation maintenance around the property.
	Class 1	Low-intensity areas: Homes and other structures in these zones should follow the Class 1 standards, which focus on basic fire-resistant construction and regular vegetation maintenance around the property.
	Class 2	Moderate and high-intensity areas: Properties in these zones must meet the more protective Class 2 standards, which include stronger fire-resistant building materials, additional defensible-space requirements, and other site features that reduce wildfire risk.

HOME IGNITION ZONE

Critical to the Firewise program is the definition of the home ignition zone and how to manage the ‘defensible space’ surrounding structures. Defensible space is the area around a structure that has been modified to reduce fire hazards by creating space between potential fuel sources. Critical to the idea of defensible space is the establishment of management zones within the landscape that recognizes the role that fuel continuity can play in wildfire behavior.

Home Ignition Zone		
Zone 1 (0 - 5 ft.)	Zone 2 (5 - 30 ft.)	Zone 3 (30+ ft.)
This zone is designed to prevent flames from coming into direct contact with the structure.	This zone is designed to give an approaching fire less fuel, which will help reduce the intensity as it gets nearer to structures.	This zone focuses on mitigation that keeps fire on the ground, but it’s also a space to make choices that can improve forest health. Healthy forests include trees of multiple ages, sizes, and species, where adequate growing room is maintained over time.

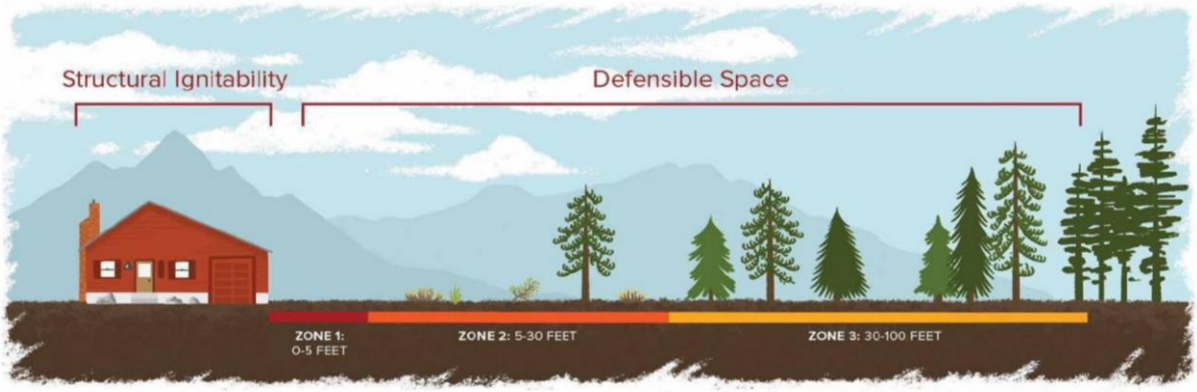

Illustration: Bonnie Palmatory, Colorado State University

Wildfire Mitigation Matrix

The criteria for the removal of vegetation are outlined in the following Wildfire Mitigation Matrix (next page). Tree removal applications and associated mitigation fees in unclassified areas will be reviewed and assessed on a case-by-case basis at the City Forester’s discretion.

Risk Class		Site Zone		
		Zone 3 (30+ ft.)	Zone 2 (5 - 30 ft.)	Zone 1 (0 - 5 ft.)
Risk Class	Class 1 (Low Intensity)	Removal of unhealthy or hazardous trees may be considered with permit application.	Removal of unhealthy or hazardous trees may be considered with permit application.	Removals are always allowed with permit application.
		Mitigation fees will not be waived for healthy trees.	Mitigation fees will not be waived for healthy trees.	Mitigation fees will be waived for all trees.
		No pruning requirements mandatory.	No pruning requirements are mandatory, but it is recommended to prune branches 5 - 10 feet away from structures.	No pruning requirements are mandatory, but it is recommended to prune branches 5 - 10 feet away from structures, and 6 feet from the ground--or a third of the total height of the tree, whichever is less.
		Planting new trees is encouraged.	Planting new trees is encouranged if they are at least 15 ft. from structures.	Planting new trees is not allowed.
	Class 2 (Moderate-High Intensity)	Removal of unhealthy or hazardous trees may be considered with permit application.	Removals may be allowed with permit application.	Removals are always allowed with permit application.
		Mitigation fees will be waived for dead trees and may be partially waived for unhealthy trees.	Mitigation fees will be waived for dead trees and may be waived for unhealthy trees.	Mitigation fees will be waived for all trees.
		Tree crowns should have spacing between them to limit fire spread.	Tree crowns should have spacing between them to limit fire spread.	Tree crowns must be pruned 10 feet away from any structure and branches 6 feet from the ground, or a third of the total height of the tree, whichever is less.
		Planting new trees is acceptable---but should be limited to fire resistent species if possible.	Planting new trees is acceptable if they are at least 15 ft. from structures---but plantings should be limited to fire resistent species.	Planting new trees is not allowed.

Wildfire Mitigation Map Disclaimers

**The City Forester assesses variables to determine the overall condition and risk associated with each tree removal requested. For more information on how valuations are conducted, please see the Tree Valuation Guidelines and the City of Aspen Tree Removal Code 13.20.020(d).*

AFPD will continue to ground truth and provide additional updates to maps and other wildfire preparedness resources based on available research and modeling. Please see the AFPD website (https://www.aspenfire.com/reduce-your-risk) for updated information.

PERMIT APPLICATION PROCESS

Wildfire-driven tree removals and development-driven removals are evaluated under the same municipal code framework, but are applied differently based on verified risk, defensible space requirements, and policy guidance. A property owner intending to remove trees for fire mitigation purposes should follow these steps before proceeding with removal.

1. Contact the Aspen Fire Protection District for a free home assessment.
    a. If the Aspen Fire Protection District (AFPD) is unavailable to conduct a complimentary home assessment, a certified arborist may be used *solely* for the evaluation of trees. In such cases, the property owner should obtain a qualified third-party professional to complete the remaining components of the property assessment, to ensure full compliance with and prevent any unintended misuse of the wildfire resiliency code.
2. After the home assessment is complete, an application for a tree removal permit from the Parks and Open Space Department may be submitted. The application shall include the tree assessment along with or included within the complete home assessment as part of the submission.
3. The City Forester reviews the trees proposed for removal and verifies the strategies proposed per management zone. The City Forester will make the final determination on what will be allowed for removal or relocation based on the 'Wildfire Mitigation Matrix' (see page 6).
4. Following the receipt of a tree removal permit, the tree(s) may be removed by the homeowner or a licensed tree care provider.
5. If replanting wildfire resistant trees is stipulated as part of the permit, schedule an inspection with the forester once that work is complete.

FEES FOR TREE REMOVAL

All trees will be reviewed and considered for removal by the City Forester. Site condition, tree condition, and other factors apply. Please see Section 13.20.020(d), Tree Removal Permits, for more details on tree removal factors for consideration.

The valuation of a tree is set forth in the City of Aspen Municipal Code in Section 2.12.080, Parks Department Fees. This valuation will be applied as the baseline value for trees proposed for fire mitigation removal. When an ignition-resistant species is planted to mitigate the value of the removed tree, the value of the ignition-resistant plant shall be factored into the fee determination to incentivize replanting with ignition resistant plants.

Aspen Pitkin County Housing Authority properties (APCHA) and other City owned employee housing units are not subject to wildfire mitigation related tree removal fees.

Class 1: Removal Fees

1. Non-ignition resistant trees removed within 5 feet of a structure will not be subject to mitigation fees as defined in the City of Aspen Municipal Code.

2. Trees removed within 5 – 30 feet of a structure may be subject to mitigation fees as defined in the City of Aspen Municipal Code.

    2.1. Replacement plantings may offset mitigation obligations or enhance replacement credits based on the use of ignition-resistant species, improved species diversity, and/or spacing that supports long-term wildfire resilience, consistent with the City's Tree Removal & Replacement Valuations Technical Guidance.

3. Trees removed within 30 - 100 feet of a structure may be subject to mitigation fees as defined in the City of Aspen Municipal Code.

    3.1. Replacement plantings may offset mitigation obligations or enhance replacement credits based on the use of fire-resistant species, improved species diversity, and/or spacing that supports long-term wildfire resilience, consistent with the City's Tree Removal & Replacement Valuations Technical Guidance.

Class 2: Removal Fees

4. All trees removed within 5 feet of a structure will not be subject to mitigation fees as defined in the City of Aspen Municipal Code.

5. Trees removed within 5 – 30 feet of a structure may be subject to mitigation fees as defined in the City of Aspen Municipal Code.

    5.1. Replacement plantings may offset mitigation obligations or enhance replacement credits based on the use of ignition-resistant species, improved species diversity,

and/or spacing that supports long-term wildfire resilience, consistent with the City's Tree Removal & Replacement Valuations Technical Guidance.

6. Trees removed within 30 - 100 feet of a structure may be subject to mitigation fees as defined in the City of Aspen Municipal Code.

    6.1. Replacement plantings may offset mitigation obligations or enhance replacement credits based on the use of ignition-resistant species, improved species diversity, and/or spacing that supports long-term wildfire resilience, consistent with the City's Tree Removal & Replacement Valuations Technical Guidance.

Unclassified: Removal Fees

7. The City Forester may consider proximity to resiliency code map classifications; non-ignition resistant trees removed within 5 feet of a structure may not be subject to mitigation fees as defined in the City of Aspen Municipal Code.

8. Trees removed within 5 – 30 feet of a structure may be subject to mitigation fees as defined in the City of Aspen Municipal Code.

    8.1. Replacement plantings may offset mitigation obligations or enhance replacement credits based on the use of ignition-resistant species, improved species diversity, and/or spacing that supports long-term wildfire resilience, consistent with the City's Tree Removal & Replacement Valuations Technical Guidance.

9. Trees removed within 30 - 100 feet of a structure may be subject to mitigation fees as defined in the City of Aspen Municipal Code.

    9.1. Replacement plantings may offset mitigation obligations or enhance replacement credits based on the use of ignition-resistant species, improved species diversity, and/or spacing that supports long-term wildfire resilience, consistent with the City's Tree Removal & Replacement Valuations Guide.

ADDITIONAL CONDITIONS

1. The City of Aspen Wildfire Mitigation Policy is intended for stand-alone tree permits for existing structures within City limits.
2. Effectiveness of tree-related mitigation efforts will depend on reduction of other fuels in the landscape and structure hardening.

    2.1. Fees may not be waived if other wildfire mitigation efforts are not made.

    2.2. The City Forester may require a complete property assessment for trees located further than 5 feet from a structure.

3. The City Forester may determine whether a full or partial fee waiver is warranted based on tree location, tree condition, site condition, planting selection, and other factors.
4. A tree's location is determined by half or more of the trunk at the base existing within a given zone.
5. As a condition of approval of the removal or relocation of vegetation, the Parks and Recreation Director may require that the owner replace any removed or relocated tree with a tree or shrub designated as a fire-resistant species.

    5.1. The Parks and Open Space Department will maintain a list of suitable ignition-resistant woody species species and make that list available to the public via its website or at the Parks and Open Space office.

    5.2. Replanting of ignition-resistant species will help reduce any calculated removal fees.

    5.3. If the homeowner elects to not replant trees, the entire calculated fee will be assessed.

6. Pruning and/or retention groups of trees may be recommended or required by the City Forester as an alternative to removal where practical.
7. The Wildfire Mitigation Policy may be amended, updated, and expanded from time to time by City Council Resolution. At least one copy of the Wildfire Mitigation Policy shall be available for public inspection at the offices of the Parks and Open Space Department.

CITY OF ASPEN

STAFF REPORT

TO: Mayor and Council

FROM: Hailey Roedel, PE, Deputy City Engineer

THROUGH: Tricia Aragon, PE, City Engineer

MEETING DATE: March 10, 2026

SUBJECT: Resolution #031-2026 CDOT IGA Pavement Markings - Consent for IGA

INTENDED OUTCOME:
Staff seeks Council approval of a five-year Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) for pavement marking maintenance along the Highway 82 corridor. CDOT will reimburse the City $61,996 annually for a five year total of $309,980.

The 2026 IGA discontinues Traffic Signal Operation and Maintenance responsibilities for the four traffic signals in the downtown core from the City and transfers that responsibility to CDOT.

EXECUTIVE SUMMARY:
The previous five-year IGA from 2021 designated the City of Aspen as the responsible party for the repair, routine maintenance, and periodic inspection of crosswalk markings, stop bar markings, symbol markings, lane striping, and signal traffic control devices.

The 2026 IGA removes responsibility for the traffic control devices but leaves the City responsible for the crosswalk markings, stop bar markings, symbol markings, and lane striping.

DISCUSSION:
CDOT currently operates and maintains Highway 82 as it runs through Aspen (aka Main Street). Contained within this corridor are four traffic signals that direct traffic flow through some of the busiest intersections in town for vehicles, bicyclists, and pedestrians.

In 2015, CDOT installed an activation button at each signalized intersection which required people to press for activation of the pedestrian light that signals a safe crossing. Because the pedestrian activation had not been optimized for pedestrians, that style of traffic signal management was less user-friendly to the pedestrian and

could be non-intuitive. The pedestrian crossing was safe, but there was opportunity to modify the pedestrian signal improvements to create a better balance for pedestrians.

To increase the level of service for pedestrians and bicycles in 2021 Council approved the current IGA with CDOT. The IGA included five years of on-going operations and maintenance (O&M) that is the responsibility of the City. CDOT has reimbursed the funds annually. This ongoing O&M scope has fallen into the following two categories and associated responsibilities:

1. Signals
    a. Routine operations and maintenance (O&M)
    b. Periodic inspection and/or testing
    c. Emergency response and/or repair
2. Striping
    a. annual striping of lanes
    b. annual striping of intersections

In 2021 under City of Aspen management a new traffic signal timing plan was implemented. The new timing plan created a more user-friendly experience for pedestrian and bicycle traffic. An example is providing a lead time for pedestrians to cross, creating a better sightline for vehicles to see pedestrians before turning and passing through the crosswalk. Another example is automatically providing pedestrian walk signals whether or not the pedestrian walk button is pushed.

Over the past five years traffic signal maintenance and emergency repairs have been completed by a contractor and managed by the CoA Engineering Department. The striping portion of the contract has been completed by the City of Aspen Streets Department.

The City of Aspen no longer has the organizational capacity or expertise to effectively manage traffic signal operations and maintenance. Because of staff turnover and the elimination of the engineering position that used to manage this project—which has now been moved to the Transportation Department—the City no longer has the expertise or experience needed to handle traffic signal systems.

Additionally, our organization (i.e. Streets and/or Electric Departments) do not have the necessary specialized training or equipment to respond to outages or timing issues internally, requiring us to rely on a private contractor based in Montrose for repairs. After-hours and weekend responses are limited to police officers, and the complexity of coordinating among multiple parties has led to emergency response times that fall short of expectations. In contrast, CDOT maintains dedicated personnel with the expertise and resources to promptly investigate, repair, and maintain traffic signals, making them better equipped to handle these responsibilities.

The intergovernmental agreement between the City of Aspen and CDOT that is presented today involves a transfer of responsibility for the maintenance and timing of the four traffic signals along Main St in town.

The IGA signal maintenance responsibility of CDOT will begin in July 2026.

The COA will work with CDOT on signal timing plans, however ultimately it will be CDOT's final call on what routes and users are prioritized.

FINANCIAL IMPACTS:
CDOT will reimburse the City for striping for the five-year contract for a total of $309,980 (annual rate of $61,996.00).

RECOMMENDATIONS:
Staff recommends approval of Resolution #031-2026 to execute the amended IGA and provide the highest level of service possible for the community along the Main St corridor.

ALTERNATIVES:
The City could continue to manage the maintenance and repair of the traffic signals. Additional staff support would be needed to provide a timely and adequate level of service.

CITY MANAGER COMMENTS:

ATTACHMENTS:

ATTACHMENT A – RESOLUTION #031, Series 2026

EXHIBIT A – IGA - CDOT City of Aspen Scope of Work

RESOLUTION #031
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ASPEN AND COLORADO DEPARTMENT OF TRANSPORTATION. 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 an intergovernmental agreement for maintenance of Highway 82, between the City of Aspen and the Colorado Department of Transportation, 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 Intergovernmental Agreement for the maintenance of State Highway 82 between the City of Aspen and the Colorado Department of Transportation, 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.

RESOLVED, APPROVED, AND FINALLY ADOPTED by the City Council of the City of Aspen on the 10th day of March, 2026.

_____
Rachael Richards, 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, March 10th, 2026.

_____
Nicole Henning, City Clerk

Exhibit A: IGA

(State $Traffic Mtce) **Rev 10/03**
CITY OF ASPEN **Region: R3 (BH)**

CONTRACT

THIS AGREEMENT is entered into by and between the CITY OF ASPEN (hereinafter called the "Local Agency"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

RECITALS:

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: $309,980.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain State highways (including where such highways extend through a city or an incorporated town), and Section 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns.
4. The parties desire to enter this contract for the Local Agency to provide some or all of the certain Highway maintenance services on State highways that are the responsibility of the State under applicable law, and for the State to pay the Local Agency a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Local Agency shall remain responsible to perform any services and duties on State highways that are the responsibility of the Local Agency under applicable law, at its own cost.
6. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and if applicable, in an ordinance or resolution duly passed and adopted by the Local Agency, to enter into contract with the Local Agency for the purpose of maintenance of traffic control devices on the State highway system as hereinafter set forth.
7. The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all maintenance services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this contract
2. This contract
3. **Exhibit E** (General Provisions)
4. **Exhibit A** (Scope of Work)
5. **Exhibit C** (Option Letter)
6. **Exhibit D** (Encumbrance Letter).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2026, whichever is later. This contract will expire on June 30, 2031. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

B. Subject to the terms of this contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's Statements, as provided herein.

C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.

D. The Local Agency will provide maintenance services as described in **Exhibit A**, for **a total maximum amount of $61,996.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of $309,980.00.** The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.

E. The Statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the highways such services were performed, in accord with standard Local Agency billing standards.

F. If the Local Agency fails to satisfactorily perform the maintenance services or if the Statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

A. The Local Agency shall perform the maintenance services for the certain State highway system locations described herein. Such services and locations are detailed in **Exhibit A**.

B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on State highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.

C. The Parties shall have the option to add or delete, at any time during the term of this agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in **Exhibit A** and therefore amend the maintenance services to be performed by the Local Agency under this agreement. The State may amend **Exhibit A** by written notice to the Local Agency using an Option Letter substantially equivalent to **Exhibit C.**

D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in **Exhibit A**. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to **Exhibit C**, add such devices to this contract.

E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the

maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and, if applicable, FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

A. This contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.
   Notwithstanding subparagraph A above, this contract may also be terminated as follows:

B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
   Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.
   If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and

to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region R3, . Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State
CDOT Region: R3
Andi Staley
Project Manager
222 S. 6th Street, Room 100
Grand Junction, CO 81501
970-985-2878

If to the Local Agency
City of Aspen
Hailey Guglielmo Roedel
Senior Project Manager, Engineering
201 N. Mill Street, Suite 203
Aspen, CO 81611
970-309-0771

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect

whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the parties and approved pursuant to the State Fiscal Rules.

Section 16. Survival of contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment
   Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.
B. Option Letter
   a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
   b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.
C. State Encumbrance Letter
   The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in

accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. SubLocal Agencys

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subLocal Agency. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subLocal Agency. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State, which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.**

Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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Section 22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

LOCAL AGENCY **CITY OF ASPEN** By:_____ *Signature Name:_____ (Print Name) Title:_____ (Print Title) Date:_____	**STATE OF COLORADO** **Jared S. Polis** **Department of Transportation** By_____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date:_____
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED **CITY OF ASPEN** By:_____ *Signature Name:_____ (Print Name) Title:_____ (Print Title) Date:_____	**STATE OF COLORADO** **LEGAL REVIEW** **Philip J. Weiser, Attorney General** By_____ Signature – Assistant Attorney General Date:_____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State agreements. This agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT A – SCOPE OF WORK

City of Aspen
Traffic Maintenance Scope of Work

I. General

The Local Agency shall operate and maintain as described below all crosswalk markings, stop bar markings, symbol markings, and lane striping under the responsibility of the State in accordance with CRS 43-2-135. All other traffic control devices in State Right of Way not the State's responsibility in accordance with CRS 43-2-135 shall continue to be maintained by the Local Agency.

Operation and maintenance will include repair, routine maintenance, periodic inspection, and annual, cyclical replacement as described below.

CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract.

II. Documentation and Record-Keeping

In accordance with Sections 5 and 6 of this contract, all maintenance, operations, inspections, etc. as required by this contract shall be documented and submitted annually for CDOT review.

III. Control of Work in the ROW

All work as required by this contract shall meet all CDOT requirements, standards, laws, guidelines etc. for design, construction, maintenance, operation, and repair.

Either agency making changes to traffic control devices affected by this contract or new installations of traffic control devices shall provide adequate notification of the changes or additions to the other agency to allow analysis, review, and approval.

CDOT and the Local Agency shall be given minimum three-day (3-day) advance notice of scheduled work related to the IGA that may affect the traveled way of the highways. CDOT may request traffic control plans, method of handling traffic, or other traffic control engineering as applicable.

IV. Crosswalk Markings

All crosswalk markings in the highway segments listed below shall be maintained as follows:

Highway	Location	At MP	Total SF
82	8th Street	40.32	126
82	5th Street	40.63	234
82	4th Street	40.70	216
82	3rd Street	40.76	234
82	2nd Street	40.83	234
82	1st Street	40.89	234
82	Garmisch Street	40.96	198
82	Aspen Street	41.05	702
82	Monarch Street	41.12	738
82	Mill Street	41.19	648
82	Galena Street	41.25	666
82	Hunter Street	41.29	504
82	Spring Street	41.36	234
82	Hopkins Avenue	41.46	324
82	Hyman Avenue	41.52	324
82	Cooper Avenue / Original Street	41.57	558
82	SW End Street	41.64	90
82	Park Avenue / Midland Ave	41.86	108
82	Riverside Drive	42.06	162
TOTAL			**6,534**

The Local Agency shall be responsible for all repair, routine maintenance, periodic inspection and/or testing, and cyclical replacement as described herein. Highway crosswalk markings shall be replaced cyclically at minimum every 5 years or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m2/lux.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Local Agency standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random visual inspection of 5% of inventory shall be done jointly between CDOT and the Local Agency to ensure compliance. Should any equipment or traffic control be required to complete the inspections, a determination of who will provide those items will be made on a case-by-case basis between the aforementioned contract representatives.

V. State Highway Pavement Markings

Stop Bar Markings

All stop bar markings in the highway segments listed below shall be maintained as follows:

Highway	Location	At MP	Total SF
82	Cemetery Lane	40.11	300
82	Main Street / 7th Street	40.49	270
82	Aspen Street	41.05	590
82	Monarch Street	41.12	560
82	Mill Street	41.19	635
82	Galena Street	41.25	500
82	Cooper Avenue / Original Street	41.57	240
TOTAL			**3,095**

The Local Agency shall be responsible for all repair, routine maintenance, periodic inspection and/or testing, and cyclical replacement as described herein. Highway stop bar markings shall be replaced cyclically at minimum every 5 years or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m2/lux.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Local Agency standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random visual inspection of 5% of inventory shall be done jointly between CDOT and the Local Agency to ensure compliance. Should any equipment or traffic control be required to complete the inspections, a determination of who will provide those items will be made on a case-by-case basis between the aforementioned contract representatives.

Symbol Markings

All symbol markings (including arrows and word symbols) in the highway segments listed below shall be maintained as follows:

Highway	Location	At MP	# Symbols	Total SF
82	Cemetery Lane	40.11	1	15.5
82	7th Street	40.38	1	15.5
82	Main Street / 7th Street	40.49	2	50.5
82	6th Street	40.56	2	31
82	5th Street	40.63	4	147
82	4th Street	40.70	2	31
82	3rd Street	40.76	2	31
82	2nd Street	40.83	2	31
82	1st Street	40.89	1	15.5
82	Garmisch Street	40.96	2	31
82	Aspen Street	41.05	2	31
82	Monarch Street	41.12	2	31
82	Mill Street	41.19	2	31

82	Galena Street	41.25	2	31
82	Hunter Street	41.29	2	31
82	Spring Street	41.36	4	147
82	Cooper Avenue / Original Street	41.57	2	43
82	Between 6th Street and Aspen Street (Bus Lane Markings)	40.59-40.97	19	392
TOTAL				**1136**

The Local Agency shall be responsible for all repair, routine maintenance, periodic inspection and/or testing, and cyclical replacement as described herein. Highway symbol markings shall be replaced cyclically at minimum every 5 years or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m2/lux.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Local Agency standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random visual inspection of 5% of inventory shall be done jointly between CDOT and the Local Agency to ensure compliance. Should any equipment or traffic control be required to complete the inspections, a determination of who will provide those items will be made on a case-by-case basis between the aforementioned contract representatives.

Lane Striping

All lane striping in the highway segments listed below shall be maintained as follows:

Highway	From Road	To Road	From MP	To MP	Length (mi)
82	Cemetery Lane	7th Street	40.11	40.38	0.27
82	7th Street	6th Street	40.38	40.56	0.18
82	6th Street	5th Street	40.56	40.63	0.07
82	5th Street	3rd Street	40.63	40.76	0.13
82	3rd Street	Monarch Street	40.76	41.09	0.33
82	Monarch Street	Mill Street	41.09	41.16	0.07
82	Mill Street	Galena Street	41.16	41.22	0.06
82	Galena Street	Spring Street	41.22	41.36	0.14
82	Spring Street	Hopkins Avenue	41.36	41.46	0.10
82	Hopkins Avenue	Cooper Avenue	41.46	41.57	0.11
82	Cooper Avenue	Cleveland Street	41.57	41.74	0.17
82	Cleveland Street	Crystal Lake Road	41.74	42.12	0.38

Total Miles: 2.01

The Local Agency shall be responsible for all repair, routine maintenance, periodic inspection and/or testing, and cyclical replacement as described herein. Highway lane striping shall be repainted cyclically at a minimum of once every year or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m2/lux.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Local Agency

standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random visual inspection of 5% of inventory shall be done jointly between CDOT and the Local Agency to ensure compliance. Should any equipment or traffic control be required to complete the inspections, a determination of who will provide those items will be made on a case-by-case basis between the aforementioned contract representatives.

VI. RATE SCHEDULE

Traffic Maintenance:

$5.00 Rate per square foot of crosswalk markings per year
X 6,534 square feet
$32,670 Total annual cost to maintain crosswalk markings

$5.00 Rate per square foot of stop bar markings per year
X 3,095 square feet
$15,475 Total annual cost to maintain stop bar markings

$5.00 Rate per square foot of symbol markings per year
X 1,136 square feet
$5,680 Total annual cost to maintain symbol markings

$4,065.17 Rate per mile of lane striping per year
X 2.01 miles
$8,171 Total annual cost to maintain lane striping

$61,996.00 annual cost to maintain pavement markings

$61,996.00 yearly cost to maintain pavement markings
÷ 12 Months
$ 5,166.33 Total Monthly Amount for Traffic Maintenance

$ 61,966.00 Total Annual Amount for Traffic Maintenance
X 5 years of the contract
$ 309,980.00 Total 5-Year Amount for Traffic Maintenance

EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY ORDINANCE or RESOLUTION

(if applicable)

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date:	State Fiscal Year:	Option Letter No.:	Routing#:

Vendor name:

1) **SUBJECT**:

Change in the amount of goods within current term.

2) **REQUIRED PROVISIONS:**

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by $ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to $amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to $amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to $amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is $insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:
JARED S. POLIS, GOVERNOR

By: _____ Date: _____
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Form date: August 16, 2013

EXHIBIT D - SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date:	State Fiscal Year:	Encumbrance Letter No.:	Routing #
		Orig IGA:	PO:

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS**: In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, 20XX through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year 20XX.

   The amount to be encumbered by this Encumbrance Letter is $amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is $Insert New $ Amt.

3) **EFFECTIVE DATE**. The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Date: _____

Exhibit E – General Provisions

1. General Provisions

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties.

Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

S. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

T. Accessibility

i. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

CITY OF ASPEN

STAFF REPORT

TO: Mayor and City Council

FROM: Kate Johnson, City Attorney

MEETING DATE: *March 10, 2026*

SUBJECT: Resolution #033, Series of 2026 – Proposed Settlement Agreement and Mutual Release to resolve claims in case no. 2023CV30094; *Pauline M. Mayer Family Limited Partnership, LLLP v. City of Aspen*

INTENDED OUTCOME:

The City Attorney's Office is seeking approval of a settlement agreement between the City of Aspen and the above-named Plaintiff to resolve claims between the City and Plaintiff arising from the consolidated litigation concerning land use disputes, with each party bearing its own attorneys' fees and costs.

SUMMARY/BACKGROUND:

The City of Aspen is currently involved in consolidated litigation with the Pauline M. Mayer Family Limited Partnership, LLLP ("Plaintiff") arising from disputes regarding the classification of residential units at 433 and 445 North Spring Street, the applicability of the City's multi-family demolition and replacement requirements, and the applicability of the City's merger provisions.

Since the first complaint was filed in 2023, the City Attorney has provided several updates and opinions in executive sessions and through confidential memoranda. Council can consider the information provided in these meetings and documents, but I must request that Council refrain from disclosing information from those meetings and confidential memoranda in its discussions at the Council table. Opinions provided by the City Attorney's Office remain protected by the attorney-client privilege and should not be disclosed publicly. This is especially important given the fact that the litigation may continue if the settlement agreement is not approved.

A short summary of the dispute may be helpful to refresh Council's recollection. The subject property consists of Lots 1–6, Block 5, Oklahoma Flats Addition to the City of Aspen, commonly known as 433 and 445 North Spring Street. The property contains two detached duplex structures, for a total of four dwelling units. Historic permits from 1990 identify the use as employee housing rental units.

In August 2022, the Plaintiff applied for a demolition allotment under Ordinance No. 13, Series of 2022. The Community Development Department denied the application, concluding the property constituted multi-family residential housing subject to the demolition and replacement requirements of the Aspen Municipal Code.

Following a formal code interpretation request, the Community Development Director determined that the four dwelling units were legally established and classified as multi-family residential for purposes of demolition review. City Council upheld this interpretation by Resolution No. 159 after a public hearing held on October 30, 2023. Plaintiff subsequently filed multiple lawsuits challenging the City's interpretation and related land use determinations. These cases were consolidated into a single action pending in Pitkin County District Court.

There are two primary questions to be decided by the Court (1) did Lots 1-5 merge under the City's 1975 merger ordinance into one single parcel entitled to singular development rights, or alternatively, were the lots under separate ownership when the City's merger ordinance took effect such that the property is comprised of two distinct parcels with each parcel entitled to development rights; and (2) for purposes of affordable housing mitigation, is the property single-family/duplex or multi-family. It is estimated that if the property falls within the definition of multi-family, the affordable housing mitigation obligation will increase by approximately $1.6 million.

Currently, the case is set for trial to begin on April 7, 2026. In January, the City Attorney's Office participated in mediation with the Mayer family. During mediation, the parties reached a tentative agreement that, if approved by City Council, will resolve the claims currently set for trial. While a quiet title action involving the property will remain pending to address issues with the property's title, the disputes concerning the property's land use status will be resolved fully and finally by this agreement.

The terms of the agreement are straightforward. In exchange for the City's agreement to issue a single-family/duplex demolition allotment for the property, the Plaintiff agrees to (1) acknowledge the merger of Lots 1–6 into a single parcel, (2) waive claims regarding multiple development rights, and (3) provide a promissory note in the amount of $1.6 million secured by a recorded deed of trust upon the property as payment for the multi-family housing mitigation. The promissory note will be become due and payable upon demolition of the existing residences or the transfer of the property to a third party.

Approval of the Settlement Agreement will eliminate litigation risk, provide certainty regarding future land use regulation of the property, and result in significant mitigation funding consistent with the City's affordable housing objectives.

FINANCIAL IMPACTS:

There are no costs to the City, and approval of this agreement will ensure that the City receives the full amount of affordable housing mitigation it claims is due by the property owner under the City's demolition regulations.

RECOMMENDATIONS:

Staff recommends that City Council approve the Settlement Agreement and Mutual Release between the City of Aspen and the Pauline M. Mayer Family Limited Partnership, LLLP, and authorize the City Manager to execute the agreement on behalf of the City.

ALTERNATIVES: Council can reject this resolution, and the litigation will proceed to trial.

ATTACHMENTS:

Attachment Ex. A – Settlement and Mutual Release

RESOLUTION #033
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A PROPOSED SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND BETWEEN THE CITY OF ASPEN AND THE PAULINE M. MAYER FAMILY LIMITED PARTNERSHIP, LLLP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID SETTLEMENT AGREEMENT AND MUTUAL RELEASE ON BEHALF OF THE CITY OF ASPEN, COLORADO

WHEREAS, there has been submitted to the City Council a proposed Settlement Agreement and Mutual Release by and between the City of Aspen and the Pauline M. Mayer Family Limited Partnership, LLLP , a true and accurate of copy of which is attached hereto as Exhibit "A".

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

That the City Council of the City of Aspen hereby approves the Settlement Agreement and Mutual Release by and between the City of Aspen and the Pauline M. Mayer Family Limited Partnership, LLLP, and hereby authorizes the City Manager to execute such Settlement Agreement and Mutual Release, a copy of which is attached hereto as Exhibit "A", on behalf of the City of Aspen.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 10th day of March 2026.

_____
Rachael Richards, 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, March 10, 2026.

_____

Nicole Henning, City Clerk

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement dated March ___, 2026 (the "Agreement") is entered into by and between the City of Aspen and the City of Aspen, acting through its City Council and Community Development Department (collectively, the "City") and Pauline M. Mayer Family Limited Partnership, LLLP, referred to as the "Mayer Family or Plaintiff"). The parties to the Settlement Agreement shall be collectively referred to as the "Parties" or individually as a "Party."

I. RECITALS

1. Plaintiff is the Pauline M. Mayer Family Limited Partnership, LLLP, a Colorado limited liability limited partnership registered with the Colorado Secretary of State on 10 August 2010.

2. The City of Aspen is a Colorado home rule municipality charged with the governance of the City of Aspen.

3. The subject matter of the case involves real property and real property rights for certain real property situated in the City of Aspen, Colorado.

4. The following statements are undisputed for the purposes of this agreement:

a) Plaintiff, Pauline M. Mayer Family Limited Partnership, LLLP,, is the owner of real property known as 433 and 445 North Spring Street, located within the City of Aspen and more particularly described, in part, as: LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 5, OKLAHOMA FLATS ADDITION TO THE CITY OF ASPEN ("Property").

b) The Property contains two detached duplexes.

c) A permit for work in October 1990 identifies the use of the building as "Employee Housing – Rental" and identifies "2 units". This same permit has a drawing that that also identifies "Employee Housing Units".

d) On August 8, 2022, Plaintiff applied for a single demolition permit for the two structures located on the Property pursuant to Ordinance #13, Series of 2022 (Ordinance #13).

e) Ordinance #13, allows for "single family and duplex redevelopment or expansion that does trigger demolition" to apply for a demolition allotment pursuant to Section 24.470.090 C.

f) On or about August 30, 2022, the City issued a denial of the application for a demolition allotment. This was followed by an email of September 23, 2022, in which the Community Development Department concluded that this "property is considered a multi-family residential lot" and advised the applicant that as a multi-family residence, demolition must be processed pursuant to Sec. 26.470.100.D of the City of Aspen Land Use Code.

g) Pursuant to Sec. 26.306.010, Plaintiff requested a formal code interpretation of the disputed provisions. Specifically, the request for interpretation stated:

> This interpretation requests clarity regarding applicability of the City's Multi-Family Housing Replacement requirements codified in Section 26.470.100.d of the City of Aspen Land Use Code ("Replacement Requirements") to the Mayer Family Trust property. Specifically, whether the Replacement Requirements apply to 433/445 North Spring Street, of which the property is two Duplex buildings each containing two residential Dwelling Units located on what today is a single parcel of land, although each Duplex was on a separate parcel when developed.

h) Pursuant to Plaintiff's request, the Community Development Director issued a formal interpretation concluding:

1) INTERPRETATION: After evaluating the specific history and conditions at 433 and 445 Spring Street and confirming that the four dwelling units were legally established, staff has identified and interpreted the applicable sections of the Land Use Code.
2) The Interpretation applies specifically to 433 and 445 Spring Street and generally to any residential property with more

than two, legally established, dwelling units. 1) Dwelling units on a property with these conditions, shall be defined as *Dwelling, Multi- Family* per 26.1 04.100, Definitions. 2) Dwelling units fitting this definition, if proposed for demolition or redevelopment, shall be subject to the provisions of 26.470.100.D, *Demolition or redevelopment of multi-family housing.*

i) Thus, this interpretation upheld the denial of the demolition allotment application sought on August 8, 2022.

j) Pursuant to Sec. 26.306.010(c), Plaintiff appealed that interpretation to City Council.

k) A public meeting was held before the City Council on October 30, 2023, at which meeting Plaintiff's appeal was heard.

l) Pursuant to Resolution #159, the City Council upheld the determination of the Community Development Director, which resulted in the denial of a demolition allotment for the Property.

5. Pursuant to a petition filed by Plaintiff's predecessors in interest in *Howard L. Mayer, et al, v. A.E. Humphreys*, et al, Case No. 91CV17, on January 27, 1992, the District Court issued a Decree Quieting Title to the Property based on adverse possession pursuant to the periods of the statute of limitations set forth in Sections 38-41-101 and 38-41-112, Colorado Revised Statutes. The Decree was not recorded.

6. Although Plaintiff does not dispute ownership of the entire property described above, Plaintiff has disputed when that ownership became fully vested in all of the lots and whether the currently recorded status of the entire property is in the name of the Plaintiff. Consequently, Plaintiff disputes the application of Ordinance 73, Series of 1975, which adopted what is known as the City Merger Provision, Sec. 26.480.020, of the Aspen Municipal Code.

7. All of the issues set forth above are the subject of three ongoing litigation matters: *Pauline M. Mayer Family Limited Partnership, LLLP, v. City of Aspen, Colorado, acting through its Community Development Department*, Case No. 23CV030094; *Pauline M. Mayer Family Limited Partnership, LLLP, v. City of Aspen, Colorado, acting through its City Council*, Case No. 23CV030124; *Pauline M. Mayer Family Limited Partnership, LLLP, v. The Smuggler Mining Company,*

Ellen Welsh, Sarah Welch Hardwick, et al., Case No. 2023CV30145. The three cases were consolidated into Case No. 2023CV030094 (the "Litigation").

8. The Parties now desire to forever settle, compromise, and/or release any and all right, claim, debt, demand, liability, cost, expense, damages, claims for attorneys' fees and costs and all causes of action whatsoever, accrued or contingent, known or unknown, whether in equity or in law, pending or potential, that any Party hereto has or may have against another Party hereto, including but not limited to those relating to and arising out of the litigation described above, as further set forth and as may be limited by the terms of this Agreement.

II. AGREEMENT

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties stipulate and agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and hereby incorporated by reference as though set forth in full herein.

2. Effective Date. The effective date of this Agreement shall be the date when (1) all parties execute this Agreement and (2) the resolution of the Aspen City Council approving the Agreement becomes effective and enforceable under the Aspen Home Rule Charter and the Aspen Municipal Code, and (3) the executed Promissory Note and Deed of Trust, the forms of which are attached hereto, are recorded within the Real Property Records of Pitkin County.

3. Lot Merger. Plaintiff agrees that the property subject to the litigation, specifically Lots 1-6, Block 5, Oklahoma Flats addition to the City of Aspen, merged into one parcel for purposes of the City of Aspen's Land Use Development Code (LUC). Plaintiff waives any claim that the property has more than one development right.

4. Demolition Allotment. The parties acknowledge that there is a dispute whether the Property is subject to the LUC requirements for Multifamily Residential demolition approval or is characterized as single family/duplex property for purposes of the issuance of a Demolition Allotment approval under the LUC. Without either party waiving their respective claims to this argument, in the interest of settlement, the City agrees that the Property (Lots 1-6) will qualify for the issuance of a Single Family Residential/Duplex Allotment approval and will waive the claim that the property is deemed Multifamily Residential for such

purposes and that such a Demolition Allotment approval shall issue upon the effective date of this settlement agreement. The Demolition Allotment approval will vest for 3 years upon issuance and is conditioned upon demolition of both residential structures.

5. Multi-Family Housing Mitigation. In consideration for the City's agreement to issue such approval, the Plaintiff agrees that upon any sale, transfer, or conveyance of the property to any third party (excluding convenience transfers between family members or related entities for any purposes not inconsistent with this MOU), or upon the issuance of the building permit to demolish the existing residential structures on the parcel, Plaintiff will pay to the City $1.6 million.

6. Security for Payment. Plaintiff agrees that a note (without interest) and a deed of trust, securing the obligation with the Property, shall be recorded in the title records to reflect Plaintiffs' obligation to make the above payment.

7. Future Development Mitigation. When the Property is sold or otherwise developed following the demolition of the currently existing buildings, the buyer or developer of the property will thereafter be solely liable for any further development fees, affordable housing mitigation payments, RETTs, and other similar development fees and other requirements under the LUC then in effect for the development and use of the Property by the developer or buyer. The Demolition Allotment approval shall be transferable to a buyer at closing.

8. 1991 Stipulation and Easement Agreement. The parties will execute and record a stipulation and easement consistent with the stipulation agreed to in the 1991 Quiet Title Action involving this property regarding the easement grant for Spring Street and snow storage and for the allowance of the square footage of the property encumbered by the easement to be used for purposes of calculating FAR and other development rights on the property. The City will prepare a survey for the easement and also prepare the stipulation and easement agreement.

9. Dismissal with Prejudice. Within seven (7) days after the effective date of this Settlement Agreement, the parties will file with the Court a Stipulation of Dismissal With Prejudice and a Proposed Order in the form annexed hereto as **Exhibit 1**, regarding Case No. 23CV030094 and Case No. 23CV030124, whereby the Plaintiffs will dismiss with prejudice all claims asserted against the City Defendants with each party to bear his, hers, or its own fees (including attorneys' fees), costs and expenses incurred in connection therewith. The quiet title action, Case No. 23CV30145, will continue and the Parties will work together to ensure that the final decree quieting title to lots 2 and 3 will reflect that all 6 lots are vested in the Plaintiff and have merged into one parcel.

10. Payment Due Date. Unless sooner paid, the amount due from Plaintiff pursuant to paragraph 5 above will be due and payable within 3 years or the Demolition Allotment approval will be deemed void *ab initio*.

11. General Release of the City Defendants by Plaintiff. Upon the effective date of this Settlement Agreement, the Plaintiff, for itself and its respective officers, directors, members, partners, managers, board members, heirs, employees, agents, representatives, parents, subsidiaries, affiliates, successors, and assigns hereby fully release and discharge all City Defendants and their respective officials, Council Members, employees, agents, consultants, independent contractors, representatives, successors, insurers and assigns from each and every claim or cause of action, whether accrued or contingent, known or unknown, pending or potential, whether in equity or in law, that they have or may have against any City Defendant arising out of or relating to any and all claims in the Litigation.

12. General Release of Plaintiff by the City. Upon the effective date of this Settlement Agreement, the City for itself and its respective officers, members, managers, agents, representatives, successors, and assigns hereby fully release and discharge Plaintiff and its respective officers, directors, members, managers, heirs, employees, agents, consultants, independent contractors, representatives, parents, subsidiaries, affiliates, successors, and assigns from each and every claim or cause of action, whether accrued or contingent, known or unknown, pending or potential, whether in equity or in law, that they have or may have against Plaintiff arising out of or relating to the litigation.

13. Notice. Any notice, demand, or document that any Party is required or may desire to give, deliver, or make to another Party concerning this Agreement shall be in writing and may be personally delivered, or given by overnight courier, or given by United States certified mail, postage pre-paid, return receipt requested, addressed as follows:

City Defendants:

Kate Johnson – City Attorney
City of Aspen
427 Rio Grande Place
Aspen, CO 81611
Email: kate.johnson@aspen.gov
Phone: (970) 929-5057

Plaintiff:

Wright Law Aspen, LLP
Gary A. Wright #10028

715 West Main Street, Suite 301
Aspen, Colorado 81611
Email: gary@wrightlawaspen.com
Telephone: (970) 925-5625

14. No Admission of Liability. It is expressly understood and agreed the Parties enter into this Agreement to compromise and settle claims. The terms of this Agreement do not constitute an admission of liability by any of Party, nor shall this Agreement or any proceeding hereunder, be deemed to be evidence of or an admission of any liability or wrongdoing by any Party.

15. Captions. The captions or headings of the Sections or Paragraphs of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any Section or Paragraph of this Agreement.

16. Scope of Promises, Representations, and Inducements. The Parties acknowledge, warrant and represent that no promises, representations or inducements, except as set forth in this Agreement have been offered or made by any of the Parties to secure the execution of this Agreement, and that this Agreement is executed without reliance on any statements or any representations not contained herein. Each of the Parties knowingly waives: (1) any claim that this Agreement was induced by any misrepresentation or nondisclosure, and (2) any right to rescind or avoid this Agreement based on any mistake or upon presently existing facts, known or unknown.

17. Voluntary Agreement. The Parties agree and understand that this Agreement has been freely and voluntarily entered into, and that no representations or promises of any kind other than those contained in this Agreement have been made by either Party to induce the other Party to enter into this Agreement. The Parties have read and understand this Agreement in its entirety. The Parties acknowledge that each of them has been represented by counsel in connection with the negotiation, drafting, and execution of this Agreement. The Parties acknowledge and agree that the terms of this Agreement provide a fair and reasonable resolution of their disputes. They further agree for themselves, assignors and successors to waive any claims or objections to the terms set forth in paragraphs 3-10 above.

18. Authority to Enter Agreement/Non-Assignment. Each person and entity executing this Agreement warrants that he, she, or it is the duly authorized representative of the person or entity for which he or she acts and is fully and

legally empowered to execute and deliver this Agreement. Each of the Parties represents and warrants that he, she, or it has not sold, assigned, conveyed, or otherwise transferred, prior to the final execution of this Agreement, any interest in the Property or the Litigation. Each person and entity represents that it has not further assigned or conveyed its claims or potential claims to any third party and agreed to defend, indemnify and hold harmless any other party who is subjected to a claim covered by this Agreement asserted by a third party under a purported assignment or conveyance.

19. Interpretation of Agreement. Each Party acknowledges and agrees that this Agreement shall not be deemed prepared or drafted by any one Party. In the event of any dispute between the Parties concerning this Agreement, the Parties agree that any rule of construction, to the effect that any ambiguity in the language of the Agreement is to be resolved against the drafting Party, shall not apply.

20. Entire Agreement. The Parties agree that this Agreement constitutes the final and entire agreement among the Parties and hereby supersedes and voids any and all prior agreements, letters, or understandings, whether written or oral, which may have existed regarding the subject matter of this Agreement.

21. Severability. In the event any portion of this Agreement is determined to be void or voidable by a Court of competent jurisdiction, all other portions of this Agreement shall remain in effect.

22. Modification of Agreement. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by written instrument duly executed by the Parties.

23. Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.

24. Counterparts. This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of this Agreement. The Parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by using electronic signature technology (e.g., via DocuSign, Adobesign, or other electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature. The Parties further consent

and agree that (i) to the extent a Party signs this Agreement using electronic signature technology, by clicking "SIGN", such Party is signing this Agreement electronically; and (ii) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

25. Enforcement. Any dispute or claim under this Agreement or involving rights, duties or obligations under this Agreement are subject to good-faith mediation as an express condition precedent to filing a claim against the other Party. If mediation is not successful, then the claimant Party may institute litigation subject to jurisdiction and venue as provided for in this Agreement. In the event any litigation is initiated by any Party against another Party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party all costs relating to or arising out of (i) such litigation (whether or not such litigation proceeds to judgment), and (ii) any post-judgment or post-award proceeding including without limitation one to enforce any judgment or award resulting from any such litigation. Any action or proceeding to construe or enforce this Agreement, or to recover damages for its breach, shall be brought in the District Court for Pitkin County, Colorado and the Parties consent to the exercise of that Court's jurisdiction over them.

26. Fees and Costs. The Parties agree to bear their own attorneys' fees and costs incurred in connection with the Litigation and with preparation and completion of this Agreement.

27. Further Assurances. The Parties agree to cooperate fully and execute any and all supplementary documents, including, but not limited to, appropriate pleadings, and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

28. Authority. The Parties represent and warrant that they possess the sole and full authority to enter into this Agreement free of any rights of settlement, approval, subrogation, or other condition or impediment. Each Party represents and warrants that the entry of this Agreement or performance of any obligation called for hereunder does not violate any contractual or other obligation by which it is bound.

29. Acknowledgment of Understanding. The Parties acknowledge that they have read the Agreement, have discussed the force and legal effect of this document with legal counsel, that they understand the terms and provisions of this Agreement, and that they sign this Agreement as a voluntary act and deed.

[Signature Blocks on Following Page]

MAYER FAMILY/PLAINTIFF

Pauline M. Mayer Family Limited Partnership, LLLP

By: Mark A. Mayer/Mark A. Mayer Dated: March 3, 2026
Print Name: Mark Mayer
Title: General Partner

Approved by Plaintiff's Attorney

By: X Dated: March 4, 2026
Gary A. Wright, Esq.
Attorney for Plaintiff

CITY DEFENDANTS:

City of Aspen

By: _____ Dated: March __, 2026
Print Name: Pete Strecker
Title: City Manager

Approved by City Defendants' Attorney

By: _____ Dated: March ___, 2026
Katharine Johnson, Esq.
City Attorney



DISTRICT COURT, PITKIN COUNTY, COLORADO
506 East Main Street
Aspen, Colorado 81611

Plaintiff:
Pauline M. Mayer Family Limited Partnership, LLLP,
v.
Defendant:
City of Aspen, Colorado, acting through its Community Development Department.

Plaintiff:
Pauline M. Mayer Family Limited Partnership, LLLP,
v.
Defendant:
City of Aspen, Colorado, acting through its City Council.

▲ COURT USE ONLY ▲

Case Number: 2023CV30094
(Consolidated with 2023CV30124 and with 2023CV30145)

Division 5

Attorneys for the Plaintiff:
Wright Law Aspen, LLP
Gary A. Wright #10028
Eric J. Sandoval #52789
715 West Main Street, Suite 301
Aspen, Colorado 81611

Attorneys for Defendants:
Luisa V. Berne, Atty. Reg. #49788
James R. True, Atty. Reg. # 9528
Katharine A. Johnson, Atty. Reg. #39718
CITY OF ASPEN
427 Rio Grande Place
Aspen, CO 81611
Tel: (970) 920-5055

Josh A. Marks #16953
BERG HILL GREENLEAF RUSCITTI LLP
1712 Pearl Street
Boulder, CO 80302
Telephone: (303) 402-1600

STIPULATED JOINT MOTION FOR DISMISSAL WITH PREJUDICE

Plaintiff and Defendants ("Parties"), by and through their undersigned counsel, pursuant to the terms of a Settlement Agreement agreed upon and executed by the Parties, hereby stipulate to dismiss the above captioned matters, and in support thereof, state as follows:

1. The parties have entered into a settlement fully resolving all claims in case nos. 2023CV30094 and 2023CV30124, which have previously been consolidated. Accordingly, the parties stipulate to dismissal with prejudice of all of Plaintiff's claims against the Defendants in both actions, with each Party to pay their own attorney's fees and costs.
2. The Parties have not resolved the claims raised in the quiet title matter, case no. 2023CV30145, which has also been consolidated with 2023CV30094, captioned *Pauline M. Mayer Family Limited Partnership, LLLP, a Colorado limited liability limited partnership, v. The Smuggler Mining Company, Ellen Welsh, Sarah Welch Hardwick, and all unknown persons who claim an interest in the subject matter of this action.* The Parties respectfully request that the Court vacate the order granting consolidation of case no. 2023CV30145 with case nos. 2023CV30094 and 2023CV30124, and that case no 2023CV30145 proceed independently. Plaintiff will contact the Court to schedule a trial setting conference, or alternatively the Parties may resolve the case by a second stipulation filed at a later date.
3. The Parties request that the bench trial, currently a second setting, scheduled to begin on April 7, 2026, be vacated.
4. A proposed Order is being filed concurrently with this Stipulation.

Respectfully submitted this __ day of March 2026

PLAINTIFF:

By: _____
Gary A. Wright, Esq. #10028

DEFENDANT:

By: _____
Luisa Violet Sondie Berne Esq. #49788

CERTIFICATE OF SERVICE

I hereby certify that on the ___ day of _____ 2026, a true and correct copy of the **STIPULATED JOINT MOTION FOR DISMISSAL WITH PREJUDICE** was served electronically via Colorado E-Filing to the following:

Gary A. Wright
Eric J. Sandoval
Wright Law Aspen, LLP
715 West Main Street, Suite 301
Aspen, Colorado 81611

By: /s /*Luisa V. Berne*
Luisa V. Berne

DISTRICT COURT, PITKIN COUNTY, COLORADO 506 East Main Street Aspen, Colorado 81611	
Plaintiff: Pauline M. Mayer Family Limited Partnership, LLLP, v. **Defendant:** City of Aspen, Colorado, acting through its Community Development Department.	▲ COURT USE ONLY ▲ Case Number: 2023CV30094 (Consolidated with 2023CV30124 and with 2023CV30145)
Plaintiff: Pauline M. Mayer Family Limited Partnership, LLLP, v. **Defendant:** City of Aspen, Colorado, acting through its City Council.	Division 5

ORDER GRANTING STIPULATED JOINT MOTION FOR DISMISSAL WITH PREJUDICE

THIS MATTER comes before the Court on Parties' Stipulated Joint Motion for Dismissal With Prejudice, (the "Motion"). Having reviewed the Motion, and being fully advised in the premises, the Court finds and orders as follows:

For good cause shown and based upon the conditions for dismissal in the Motion, the Court hereby ORDERS that all claims are dismissed with prejudice in Case Nos. 2023CV30094 and 2023CV30124 and further orders that the docket reflect that these matters are now terminated.

The bench trial scheduled to begin on April 7, 2026, is hereby vacated.

The Court hereby vacates its order consolidating Case No. 2023CV30145 with case nos. 2023CV30094 and 2023CV30124. Case no. 2023CV30145 shall proceed independently and the Court's docket shall be amended to reflect it is no longer consolidated with 2023CV30094 and 2023CV30124. Plaintiff shall contact the Court to schedule a trial setting conference.

Dated this _____ day of _____, 2026.

BY THE COURT:

_____

Anne K. Norrdin
District Court Judg

CITY OF ASPEN

STAFF REPORT

TO: Mayor and City Council

FROM: Tyler Sexton, Finance Director

THROUGH: Pete Strecker, City Manager

MEETING DATE: March 10, 2026

SUBJECT: Ordinance No.07 (Series 2026) First Reading – 2026 Spring Supplemental

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INTENDED OUTCOME:
To amend the City's adopted 2026 Budget through the Spring Supplemental process. This amendment incorporates capital and operating carryforwards from 2025, technical adjustments, appropriation of departmental and central savings, and consideration of new funding requests arising since budget adoption.

EXECUTIVE SUMMARY:
The Spring Supplemental is a formal amendment to the adopted 2026 Budget and increases the total spending authority by $48.6 million, primarily driven by capital project reauthorization and multi-year contract continuations.

The majority of the supplemental reflects previously approved capital projects and contractual obligations that require reappropriation under Colorado budget law. Capital projects account for $34.8M (72%) of the total request. New requests are limited and strategic in nature.

The Spring Supplemental has five primary components:

1. **Address New and Emerging Needs:**
   Evaluate and appropriate funding for new operational or capital requests identified since the adoption of the 2026 Budget.

2. **Recognize and Appropriate Savings**:
   Calculate and appropriate unspent 2025 central and departmental savings in accordance with City policy.

3. **Authorize 2025 Carryforwards**:
   Appropriate capital and operating carryforwards from 2025 to comply with Colorado State regulations requiring reauthorization of unspent appropriations.

4. **Technical Adjustments:**
   Items previously approved by Council and net-zero transfers between funds.

5. **Recognize Updated Revenues:**
   Reflect revised revenue projections, new revenue sources, and grant awards received since adoption.

Total Budget Authority Impact (Gross, including Transfers)

Category	Budget Impact
New Requests	$189,405
Departmental/Central Savings Appropriation	$3,786,367
2025 Carryforwards	$34,855,673
Technical Adjustments	$9,762,055
Total Appropriations	$48,593,500

Following these adjustments, projected 2026 ending fund balances are projected at approximately $290 million, reflecting strong beginning fund balances and the return of unused capital authority from the prior year.

DISCUSSION:

Council adopted the original 2026 Budget in November 2025 (Resolution 133 - Series 2025). Since adoption of the 2026 budget, staff has provided Council with updates on unaudited 2025 year-end revenues and preliminary 2026 revenue trends. While early 2026 activities have been reviewed, staff is not recommending broad revenue forecast adjustments at this time given the limited data available in the first quarter of the year.

As shown in the summary tab below, the supplemental increases total spending authority by $48.6M, primarily due to capital project reauthorization and multi-year contract continuation.

Key highlights from the table:

- Beginning fund balance increase by $78.6 million, reflecting strong-than-anticipated year-end results and unspent capital authority returning to fund balance.
- Capital reappropriations total $34.9 million, representing previously approved projects that were delayed due to market conditions and scheduling constraints.
- New operating requests are limited to $174,405 and target specific operational needs since budget adoption.
- Total projected fund balance increases to $290 million, maintaining alignment with adopted financial policies.

Majority of this supplement reflects timing adjustments and continuation of previously approved commitments.

	Original Budget	Spring Supplemental	Proposed Adj. Budget
Opening Balance	**$363,666,126**	**$78,632,737**	**$442,298,863**
Revenues	$186,953,788	$0	$186,953,788
New Revenues (Exh F)	$0	$5,379,382	$5,379,382
Transfers	$43,428,362	$435,611	$43,863,973
Revenues	**$230,382,150**	**$5,814,993**	**$236,197,143**
Base	$113,776,024	$0	
New Requests (Exh B)	$7,812,599	$174,405	$7,987,004
Savings Program (Exh C)	$0	$3,786,367	$3,786,367
Technical (Exh E)	$0	$7,416,330	$7,416,330
Operating Budget	**$121,588,623**	**$11,377,102**	**$132,965,725**
Capital	$171,198,250	$0	$171,198,250
New Requests (Exh B)	$0	$15,000	$15,000
Carryforwards (Exh D)	$0	$34,855,673	$34,855,673
Technical (Exh E)	$0	$1,910,114	$1,910,114
Capital Outlay	**$171,198,250**	**$36,780,787**	**$207,979,037**
Debt Service	**$3,651,470**	**$0**	**$3,651,470**
Net Appropriations	**$296,438,343**	**$48,157,889**	**$344,596,232**
Transfers	$43,428,362	$435,611	$43,863,973
Transfers	**$43,428,362**	**$435,611**	**$43,863,973**
Total Appropriations	**$339,866,705**	**$48,593,500**	**$388,460,205**
Proj. Ending Balance	**$254,181,571**	**$35,854,230**	**$290,035,800**

New requests (Exhibit B)

New items support Council goals and include one-time and ongoing operating needs and one capital request:

1. Radon Testing of City Buildings (air impact fee funded)
2. Security cameras at Truscott 1
3. 1.0 FTE IT Director (term-limited, prorated for 5 months)
4. Ongoing audio-visual support for Council Chambers and meeting rooms

Departmental and Central Savings (Exhibit C)

Consistent with City financial policies, departments may carry forward a portion of prior-year operating savings for one-time expenditures that aligns with the mission of the department. This program incentivizes efficient spending practices. A total of $3.8 million in savings carryforward is requested, in line with prior years.

Capital Project Carryforward (Exhibit D)

Of the City's $107.2 million capital budget in 2025, $30.9 million was spent. A total of $41.5 million returns to fund balance, including $30 million from transferring responsibility for Lumber Yard Housing Phase 0 infrastructure to a private developer, and $11.5 million from rescheduled or completed-under-budget projects. A total of $34.9 million is requested to reauthorize funding for previously approved capital projects.

Technical Requests (Exhibit E)

Technical adjustments include previously approved Council items, studies, one-time operational events, and capital maintenance projects that can take multiple years to implement, city policies, accounting and other technical actions.

1. **Council Previously Approved**
    a. West End Congestion Relief
    b. City of Aspen Electrification Study
    c. Pedestrian Mall Safety at Wheeler Intersection
    d. Zipcar Contract (Year1) and TOP funding
    e. Water Treatment Facility Improvements - Early Work Package Contracts
    f. Operational events, studies, and projects
    g. Capital maintenance projects
2. **City Policies, Accounting and Other Technical Actions**
    a. Rio Grande Building – Buyout of Equipment Lease
    b. Facilitation Services for Electrification Phase 2 (REMP Funded)
    c. Police Workout Room Improvements (100% County Funded)
    d. Public Education Sales Tax from .3% to .6% (voter approved)

e. Golf Fund accounting adjustments
f. Employee Housing Lease at AABC 301A
g. Main Street Cabin Housing, reduction to 2026 project funding
h. SIPA state grant for AI chatbot integration (net zero)
i. Fun, Golf, and Bus Passes, Awards, Bilingual Pay, Temp Wage
j. Centralization of Co-Pilot Licenses budget (net zero)
k. Transfer to Central Savings

Revenues (Exhibit F)

Revenue adjustments include grant awards, the voter-approved Public Education Sales Tax increase, and the revised Affordable Housing/Kids First sales tax split (80/20). Additional adjustments relate to carryforwards and internal transfers.

Section 2 of Ordinance No.07 (Series 2026) increases the Truscott II Affordable Housing Fund budget by $36,836 for a capital project carryforward and updates unaudited opening fund balances for both Truscott II and Aspen Country Inn Funds.

FINANCIAL IMPACTS:
Approval of the supplemental will increase total 2026 spending authority by $48.6 million, offset by $5.8 million in additional revenue and a $78.6 million increase in beginning fund balances. The net result is a $35.9 million increase in projected 2026 ending fund balances, bringing the total to $290.0 million.

RECOMMENDATIONS:

Staff recommends first-reading approval of Ordinance No. 07 (Series 2026) to incorporate the 2026 Spring Supplemental adjustments.

ALTERNATIVES:
If Council does not approve this supplemental, continuation items from prior years will not have formal appropriation in 2026 or the legally required authorization for ongoing work.

CITY MANAGER COMMENTS:
[Leave this section blank as it is intended for the city manager to provide additional context for council at their discretion.]

ATTACHMENTS:
Attachment – 2026 Spring Supplemental Ordinance 07 (Series 2026)

Attachment – 2026 Spring Supplemental Exhibits for Sections 1 and 2

ORDINANCE No. 07

(Series of 2026)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO APPROPRIATING AN INCREASE IN 1) THE 2026 MUNICIPAL BUDGET; AND 2) THE 2026 BUDGET FOR TRUSCOTT PHASE II AFFORDABLE HOUSING FUND WHICH IS A COMPONENT UNIT FUND OF THE CITY OF ASPEN, AND AUTHORIZING APPROPRIATIONS PURSUANT TO

WHEREAS, pursuant to article 9 of the Aspen Home Rule Charter, the Council shall adopt the budget by resolution on or before the fiscal day established by law (December 15); and

WHEREAS, furthermore, article 9 of the Aspen Home Rule Charter, allows for amendments to the adopted budget via sections 9.7 and 9.12; and

WHEREAS, the revised budgets as submitted in Exhibit A for Section 1 and Section 2 sets forth the amounts to be appropriated for expenditure, and estimated revenues, for each accounting fund for the calendar year 2026.

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

SECTION 1:

That the budget for the City of Aspen, Colorado for fiscal year 2026, attached hereto as Exhibit A and incorporated herein by this reference, is hereby amended. All constituted appropriations amounting to $388,460,205 and estimated revenues amounting to $236,197,143 are hereby declared to be sufficient and necessary to pay the expenses and certain indebtedness, and provide for a reasonable fund balance at the close of the fiscal year ending December 31, 2026, as required pursuant to 29-1-103 (2), C.R.S.

SECTION 2:

That the budgets for Truscott Phase II Affordable Housing Fund for fiscal year 2026, attached hereto as Exhibit A and incorporated herein by this reference, is hereby amended. All constituted appropriations amounting to $2,188,510, and estimated revenues amounting to $1,132,190 are hereby declared to be sufficient and necessary to pay the expenses and certain indebtedness, and provide for a reasonable fund balance at the close of the fiscal year ending December 31, 2026, as required pursuant to 29-1-103 (2), C.R.S.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED AND/OR POSTED ON FIRST READING on the 10th day of March 2026.

A public hearing on the ordinance shall be held on the 24th day of March 2026, in the City Council Chambers, City Hall, Aspen, Colorado.

ATTEST:

_____	_____
Nicole Henning, City Clerk	Rachael E. Richards, Mayor

FINALLY ADOPTED AFTER PUBLIC HEARING on the 24th day of March 2026.

ATTEST:

_____	_____
Nicole Henning, City Clerk	**Rachael E. Richards, Mayor**

Approved as to Form:

_____
Kate Johnson, City Attorney

Exhibit A. Fall Supplemental Ordinance 7, Series 2026

Section 1. City of Aspen Funds	Opening	Revenues			Expenses			Ending
	2026 Pre-Audit Opening Balance	2026 Original Adopted	2026 Spring	2026 Amended Revenue	2026 Original Adopted	2026 Spring	2026 Amended Budget	2026 Ending Balance
General Governmental Fund								
001 - General Fund	$58,607,965	$53,056,489	$530,486	$53,586,975	$65,163,898	$3,863,326	$69,027,225	$43,167,716
Subtotal General Gov't Funds	**$58,607,965**	**$53,056,489**	**$530,486**	**$53,586,975**	**$65,163,898**	**$3,863,326**	**$69,027,225**	**$43,167,716**
Special Revenue Governmental Funds								
100 - Parks and Open Space Fund	$13,431,327	$22,800,126	$0	$22,800,126	$21,631,294	$5,237,324	$26,868,618	$9,362,835
120 - Arts and Culture Fund	$58,605,828	$12,561,276	$0	$12,561,276	$13,654,581	$1,363,712	$15,018,294	$56,148,810
130 - Tourism Promotion Fund	$409,254	$4,532,250	$0	$4,532,250	$4,532,250	$0	$4,532,250	$409,254
131 - Public Education Fund	$2,198	$5,048,760	$5,048,760	$10,097,520	$5,048,760	$5,048,760	$10,097,520	$2,198
132 - REMP Fund	$5,136,688	$980,460	$0	$980,460	$2,801,825	$191,048	$2,992,873	$3,124,275
141 - Transportation Fund	$28,367,565	$7,669,045	$150,000	$7,819,045	$6,606,662	$2,595,096	$9,201,758	$26,984,852
150 - Housing Development Fund	$140,008,806	$31,327,289	($315,550)	$31,011,739	$113,283,718	$3,199,707	$116,483,425	$54,537,120
152 - Kids First Fund	$14,282,270	$5,172,687	$315,550	$5,488,237	$4,448,878	$228,387	$4,677,265	$15,093,242
160 - Stormwater Fund	$5,129,121	$2,571,266	$0	$2,571,266	$3,164,726	$969,997	$4,134,723	$3,565,664
Subtotal Special Revenue Funds	**$265,373,057**	**$92,663,159**	**$5,198,760**	**$97,861,919**	**$175,172,693**	**$18,834,032**	**$194,006,724**	**$169,228,251**
Debt Service Governmental Fund								
250 - Debt Service Fund	$315,603	$3,650,960	$0	$3,650,960	$3,651,470	$0	$3,651,470	$315,093
Subtotal Debt Service Fund	**$315,603**	**$3,650,960**	**$0**	**$3,650,960**	**$3,651,470**	**$0**	**$3,651,470**	**$315,093**
Capital Projects Governmental Funds								
000 - Asset Management Plan Fund	$36,922,263	$19,102,930	$0	$19,102,930	$20,954,500	$13,184,454	$34,138,954	$21,886,239
Subtotal Capital Fund	**$36,922,263**	**$19,102,930**	**$0**	**$19,102,930**	**$20,954,500**	**$13,184,454**	**$34,138,954**	**$21,886,239**
Enterprise Proprietary Funds								
421 - Water Utility Fund	$33,227,851	$15,765,215	$0	$15,765,215	$28,729,028	$6,923,286	$35,652,314	$13,340,752
431 - Electric Utility Fund	$12,568,113	$15,176,216	$0	$15,176,216	$16,400,108	$2,565,193	$18,965,301	$8,779,028
451 - Parking Fund	$12,396,620	$5,832,890	$0	$5,832,890	$6,196,144	$193,584	$6,389,728	$11,839,782
471 - Golf Course Fund	$4,091,627	$3,692,061	$32,420	$3,724,481	$4,255,368	$384,280	$4,639,648	$3,176,460
491 - Truscott I Housing Fund	$2,111,541	$1,602,969	$0	$1,602,969	$1,415,261	$115,031	$1,530,292	$2,184,218
492 - Marolt Housing Fund	$2,254,299	$1,816,975	$0	$1,816,975	$1,827,517	$1,430	$1,828,947	$2,242,327
Subtotal Enterprise Funds	**$66,650,051**	**$43,886,326**	**$32,420**	**$43,918,746**	**$58,823,425**	**$10,182,804**	**$69,006,229**	**$41,562,568**
Internal Proprietary Funds								
501 - Employee Benefits Fund	$1,751,557	$9,653,061	$0	$9,653,061	$9,747,778	$0	$9,747,778	$1,656,840
505 - Employee Housing Fund	$10,777,332	$4,793,815	$0	$4,793,815	$2,487,807	$1,502,443	$3,990,250	$11,580,897
510 - Information Technology Fund	$1,901,035	$3,575,410	$53,327	$3,628,737	$3,865,135	$1,026,441	$4,891,576	$638,196
Subtotal Internal Service Funds	**$14,429,924**	**$18,022,286**	**$53,327**	**$18,075,613**	**$16,100,720**	**$2,528,884**	**$18,629,604**	**$13,875,933**
ALL FUNDS	**$442,298,863**	**$230,382,150**	**$5,814,993**	**$236,197,143**	**$339,866,705**	**$48,593,500**	**$388,460,205**	**$290,035,800**
Less Interfund Transfers		$43,428,362	$435,611	$43,863,973	$43,428,362	$435,611	$43,863,973	
NET APPROPRIATIONS		**$186,953,788**	**$5,379,382**	**$192,333,170**	**$296,438,343**	**$48,157,889**	**$344,596,232**	

Section 2. Fiduciary Funds	Opening	Revenues			Expenses			Ending
641 - Truscott Phase II Fund	$1,100,864	$1,132,190	$0	$1,132,190	$2,151,674	$36,836	$2,188,510	$44,544
642 - Aspen Country Inn Fund	$205,699	$443,000	$0	$443,000	$474,850	$0	$474,850	$173,849
Subtotal Component Unit Funds	**$1,306,563**			**$1,575,190**			**$2,663,361**	**$218,393**

2026 SPRING SUPPLEMENTAL NEW REQUESTS

Department/Description	Operating	Capital
Section 1. City of Aspen		
Radon Testing of City Buildings (funded from air impact fees dedicated for this use) One-Time	$34,485	
431 - Environmental Health Subtotal:	**$34,485**	**$0**
001 - General Fund Total:	**$34,485**	**$0**
51990 - Truscott 1 Security Cameras (additional project funding)		$15,000
491 - Truscott I Housing Fund Total:	**$0**	**$15,000**
1.0 FTE (Termed - prorated for 5 months) - IT Director (One-Time)	$104,920	
Audio-Visual Technology Support in Council Chambers and other City Meeting Rooms (On-Going)	$35,000	
510 - Information Technology Fund Total:	**$139,920**	**$0**
Total New Requests - Operating / Capital:	**$174,405**	**$15,000**
Section 2. Fiduciary Funds		
Total New Requests 641 & 642 Component Unit Funds:	**$0**	**$0**

2026 Spring New Supplemental Requests

001 General Fund - 431 Environmental Health – Radon Testing City Buildings $34,485 (One-Time)

Financial Ask

Requesting $34,485 for radon testing city-owned commercial and residential buildings. The expense will be funded through dedicated resources from air impact fees that have restricted uses.

Proposed Use of Funds and Expected Outcomes

Proposed Use of Funds

The funds will be used to hire a certified radon mitigation specialist and purchase testing equipment to test city-owned commercial buildings for radon and provide free testing for city-owned housing. Air impact fees are imposed on new development and were established to protect air quality and quality of life. Air impact fees may be expended only for the testing and improvement of city facilities, including equipment, as it relates to air quality.

Expected Outcomes

- Respond to community concerns about high levels of radon in the community and lack of data on radon levels in commercial buildings.
- Gather data on radon in city commercial and residential buildings and use that data to inform next steps (i.e. radon mitigation if test results come back above the EPA action limit).
- Meet EPA recommendations which advise testing buildings for radon every two years.

Why This Matters

Radon is a colorless, odorless radioactive gas that forms due to the natural decay of uranium underground. Radon can seep into buildings and homes and may reach unsafe levels if not mitigated. Long term exposure to elevated radon levels is known to cause lung cancer. The only way to know if a building or home has high radon is to test. Most city buildings and housing units have been tested and mitigated if needed in the past, but testing is recommended every two years, even if a radon mitigation system has been installed.

Completing this project would yield up to date radon data for city buildings and housing that will inform us of the need for mitigation to make the city's buildings and homes safer for occupants. There is not a lot of data on radon levels in commercial settings, and this project will provide a more comprehensive picture of radon levels in city-owned buildings and the Aspen community. The testing would be completed by fall 2026.

Risks if Not Funded

If the request is not approved, we will pursue this funding during the regular 2027 budget process and radon testing of city buildings will be delayed until 2027.

2026 Spring New Supplemental Requests

491 Truscott I Fund – Cameras $15,000 (One-Time)

Financial Ask

APCHA is requesting $15,000 in additional one-time funding to complete the Truscott Phase I camera project. This supplemental funding will cover the cost of establishing network connectivity to buildings 400–1000, which currently cannot be reached with existing infrastructure.

Proposed Use of Funds and Expected Outcomes

Proposed Use of Funds

- Install necessary networking equipment to extend reliable connectivity to buildings 400–1000 at Truscott Phase I.
- Enable activation and full functionality of newly installed security cameras by providing the required data backhaul.

Expected Outcomes

- Full property-wide camera coverage for Truscott Phase I.
- Improved resident safety, operational visibility, and response capability.
- Completion of the camera system as originally scoped and intended.

Why This Matters

The Truscott Phase I camera upgrade was funded and initiated to modernize an aging security system and address safety concerns across the property. During installation, APCHA identified that buildings 400–1000 lack the network connectivity required for the new cameras to function. Without extending the network, the upgraded system cannot operate as a complete security solution.

Providing this supplemental funding will:

- Support APCHA's mission to maintain safe, secure, and well-managed affordable housing.
- Align with broader City priorities around safety, risk mitigation, and protecting publicly owned assets.
- Prevent delays in a project that is near completion and already invested in.

This funding represents a one-time capital cost, not an ongoing operational expense.

Risks if Not Funded

- APCHA will be unable to provide comprehensive security coverage for residents and staff.
- The City's initial investment into the camera system will be undermined, as the system cannot function without network access.

2026 Spring New Supplemental Requests

510 IT Fund – Audio-Visual System Support $35,000 (Ongoing)

Financial Ask

Information Technology is asking for $35,000 to provide ongoing support and enhancements for various City audio-visual (AV) systems.

Proposed Use of Funds and Expected Outcomes

Proposed Use of Funds

For 2026 IT has identified several immediate needs:

- Logitech Sync support $8,000
- Council Chambers AV monitoring $8,500
- Ford AV vendor prepaid support $3,000
- Council Chambers AV system switch replacement $10,000
- Unexpected items/Contingency $5,500

Expected Outcomes

This funding will provide consistent monitoring, proactive maintenance, and timely upgrades to the City's audio-visual systems, resulting in a more stable and dependable meeting environment. City staff and remote participants will experience fewer disruptions, reduced troubleshooting during meetings, and improved overall meeting efficiency. For the public, enhanced AV reliability will support uninterrupted live streaming and recordings of City Council meetings, improving transparency, accessibility, and trust in City operations. Proactive support will also reduce emergency repairs, extend the useful life of existing equipment, and lower the risk of meeting delays or cancellations caused by AV system failures.

Overall, this investment ensures that the City's growing portfolio of modern teleconferencing and AV systems can be supported at an operational level consistent with their importance to internal collaboration and public engagement.

Why This Matters

As part of the City's commitment to the WorkWays WorkFLEX program, IT has deployed modern teleconferencing systems across City facilities. Ongoing issues in the City Council Chambers have disrupted meetings and public streaming, highlighting the need for consistent back-end support, monitoring, and upgrades—previously unfunded and unsupported by vendors. With IT now responsible for AV systems, this funding addresses identified 2026 support needs and advances the City's strategic goals of Community Engagement and a Smart, Customer-Focused Government.

Risks if Not Funded

Providing support and improvements will continue to be challenging, which may result in disruption of services and delay of equipment updates.

2026 Spring New Supplemental Requests

510 IT Fund – IT Director $104,920 (1.0 FTE) Term

Financial Ask

The prorated fully loaded request for this position is **$104,920**, to support five months of training and succession planning. In preparation for a long-tenured IT Director's retirement, this position is necessary to assist with a seamless transition to manage the IT services and the IT team. Furthermore, this position will be integral as we work in partnership with an IT consultant to review and assess the current IT department structure, governance, and operations, and develop an actionable short-term and mid-term plan for improvements.

Proposed Use of Funds and Expected Outcomes

IT Director Proposed Transition Plan:

Retirement and Succession Planning

The current IT Director is scheduled to retire at the beginning of 2027, following more than 30 years of dedicated service to the city. To maintain continuity across city-wide IT services and within the IT team, it is essential to establish a thorough transition plan for recruiting and selecting the next IT Director.

Transition Approach

To help with an effective transition, the current incumbent will move to a term-limited position, with the term ending upon the incumbent's planned retirement in early 2027.

During this period, the city will initiate a nationwide search to identify a new IT Director, a process expected to take approximately six to nine months.

Knowledge Transfer and Onboarding

This recruitment and selection timeline allows for a brief period of overlap between the outgoing incumbent and the new IT Director. This crossover will facilitate the transfer of knowledge and provide essential training, ensuring the preservation of institutional expertise and a seamless leadership transition.

Moreover, the timing of the new hire is anticipated to align with the IT consultant's development of an updated IT road map and action plan, providing an opportunity for the incoming Director to contribute to its structure and direction.

Alongside the creation of the IT roadmap, the Director will support the incumbent by providing continuous guidance on Workways and flexible workplace initiatives, and by supporting ongoing efforts to modernize and strengthen the reliability of IT services.

Risks if Not Funded

Potential Impact of Not Funding the IT Director Transition Plan

In the previous recruitment cycle, the city relied on a part-time interim external IT director to lead the department during an extended search for a permanent replacement. This temporary leadership model was challenging, resulting in inconsistent management and a lack of continuous strategic direction for IT operations. The difficulties encountered during that period highlight the potential for a prolonged hiring process in the future, which would put the continuity of critical IT services at risk.

Implementing the proposed transition plan will allow for a seamless onboarding process for the new IT Director. This approach ensures that the incoming leader can contribute meaningfully to the IT consulta process, help shape the department's vision, and provide ongoing support for initiatives such as Workways and flexible workplace programs. Ultimately, this transition will help maintain the momentu of IT modernization efforts and strengthen service reliability for the city.

Without a structured transition plan, leaving the IT Director position vacant, possibly for an extended period, especially considering past challenges in recruitment, could disrupt internal team dynamics and negatively affect broader city IT services and operations. Furthermore, failing to align the new hire with the timing of the IT services assessment and the development of a new roadmap or action plan would mean missing a vital opportunity for the next IT Director to shape the department's strategic planning process.

CITY OF ASPEN

2026 DEPARTMENTAL SAVINGS

Fund/Department	New Central Savings	Carryforward & New Department Savings	Returned to Fund Balance
City Clerk (113)	*$619*	*$134,349*	*$124,095*
City Manager (114)	*$7,147*	*$150,000*	*$505,819*
Human Resources (115)	*$2,406*	*$90,794*	*$253,078*
City Attorney (116)	*$360*	*$85,101*	*$71,592*
Finance (117)	*$3,249*	*$150,000*	*$375,089*
Asset Management (119)	*$489*	*$150,000*	*$122,641*
Planning (122)	*$7,512*	*$150,000*	*$544,583*
Building (123)	*$16,094*	*$150,000*	*$710,629*
Police (221)	*$1,961*	*$148,715*	*$583,028*
Streets (321)	*$3,462*	*$150,000*	*$376,309*
Engineering (327)	*$700*	*$150,000*	*$301,788*
Environmental Health (431)	*$2,586*	*$150,000*	*$373,103*
Special Events (532)	*$2,357*	*$60,946*	*$77,692*
Recreation / ARC / AIG - (542)	*$495*	*$47,440*	*$72,786*
001 - General Fund	**$49,437**	**$1,767,344**	**$4,492,233**
100 - Parks & Open Space (572)	*$4,998*	*$150,000*	*$493,890*
100 - Business Services (592)	*$2,553*	*$53,782*	*$84,357*
100 - Parks and Open Space Fund	**$7,551**	**$203,782**	**$578,247**
120 - Wheeler Opera House (513)	*$10,703*	*$150,000*	*$744,758*
120 - Red Brick Center of the Arts (552)	*$1,765*	*$75,759*	*$136,362*
120 - Arts and Culture Fund	**$12,468**	**$225,759**	**$881,120**
141 - Transportation Fund	**$5,424**	**$150,000**	**$430,365**
152 - Kids First Fund	**$1,514**	**$115,160**	**$161,041**
160 - Stormwater Fund	**$2,214**	**$143,420**	**$166,245**
421 - Water Utility Fund	**$2,156**	**$150,000**	**$111,415**
431 - Electric Utility Fund	**$7,702**	**$150,000**	**$1,456,896**
451 - Parking Fund	**$3,654**	**$150,000**	**$416,909**
471 - Golf Fund	**$4,763**	**$150,000**	**$345,773**
510 - Information Technology Fund	**$4,277**	**$130,901**	**$110,124**
New Savings	**$101,160**	**$932,817**	**$9,150,368**
Savings from Prior Years	$348,840	$2,403,550	
Total Savings to Be Appropriated	**$450,000**	**$3,336,367**	**$9,150,368**
Total Central / Departmental Savings:		***$3,786,367***	

The purpose of allowing carryforward savings is to provide an additional incentive for frugality by operating departments. Unlike traditional governments, which have a "use it or lose it" approach to annual operating budgets, Aspen's policy encourages departments to create savings in their annual operating budgets. Prior year savings that are not expended are carried forward and re-appropriated unless directed otherwise by the City Manager. These appropriations can be spent on items related to the Department's or Fund's mission but may not be used for ongoing expenditures. If a request was denied as part of the budget process, departmental savings may not be used for this purpose without City Manager approval. Expenditures of $10,000 or more must be approved by the City Manager.

Calculation Methodology:
*40% of savings are included in department's savings account, capped at $150,000 or an amount equivalent to 15% of the department's operating budget, whichever is less;
*5% of all savings are allocated to the Central Savings account, capped $450,000;
*55% of savings plus any savings above the thresholds are returned to fund balance.

CITY OF ASPEN

2026 CAPITAL CARRYFORWARDS

Fund	Department	Project Title	Total Request
000	119-Asset Management	51420-51420 Old Powerhouse Preservation Project	$3,524,031
000	119-Asset Management	51685-51685 Armory Remodel & Reuse Long-Term Plan	$2,015,832
	Asset Management Subtotal:		**$5,539,863**
000	327-Engineering	50479-50479 Summer Road Improvements - Construction	$4,946
000	327-Engineering	50497-50497 Gibson Pedestrian Connectivity Design and Construction	$67,586
000	327-Engineering	50499-50499 Bridge Replacement	$37,632
000	327-Engineering	50913-50913 Midland Ave to Park One-way	$119,787
000	327-Engineering	51440-51440 Downtown Core Pedestrian Safety	$175,000
000	327-Engineering	51578-51578 Entrance to Aspen	$6,206,949
000	327-Engineering	51807-51807 Concrete Replacement and ADA Pedestrian Improvements - 2025	$52,500
	Engineering Subtotal:		**$6,664,400**
000	542-Recreation	50363-50363 AIG Battery Charger replacement	$25,000
000	542-Recreation	50388-50388 Plumbing - ARC - Domestic and Sewer Repairs	$58,552
000	542-Recreation	51330-51330 Aspen Rec Center Improvement Plan	$15,920
000	542-Recreation	51847-51847 AIG - Sport Court Arena Flooring	$155,000
000	542-Recreation	51848-51848 Ice Resurfacer Replacement - 2025	$185,000
	Recreation Subtotal:		**$439,472**
	000 - AMP Fund Total		**$12,643,735**
100	572-Parks and Open Space	50329-50329 Parks Site Interior	$2,316,049
100	572-Parks and Open Space	51471-51471 Koch Volleyball Renovation	$100,000
100	572-Parks and Open Space	51480-51480 AABC to Brush Creek P&R Trail Connection Contribution	$144,969
100	572-Parks and Open Space	51566-51566 Cozy Point Boarding Facility Renovation	$51,369
100	572-Parks and Open Space	51678-51678 Cozy Point Ranch Septic System	$49,926
100	572-Parks and Open Space	51692-51692 Strategic Plan	$80,000
100	572-Parks and Open Space	51696-51696 Wagner Park Bathroom Interpretive Signs	$77,005
100	572-Parks and Open Space	51853-51853 Fleet - Parks - 2025	$15,738
100	572-Parks and Open Space	51854-51854 Cozy Point - Tractor and Implements - 2025	$83,578
100	572-Parks and Open Space	51857-51857 Cozy Point - Grant Archery Range	$30,991
100	572-Parks and Open Space	51859-51859 Conner Park	$92,487
100	592-Business Services	50414-50414 Electrical - ARC - Panel and Wiring Maintenance	$586,363
100	592-Business Services	50944-50944 Control System Replacement	$10,469
100	592-Business Services	51464-51464 AIG Cooling Tower replacement	$221,136
100	592-Business Services	51558-51558 ARC - Aquatics Locker Replacement	$175,000
100	592-Business Services	51560-51560 ARC - Hockey Bathroom Stalls in All Locker Rooms	$50,000
100	592-Business Services	51700-51700 ARC Pool Drains Remove & Replace	$74,396
100	592-Business Services	51875-51875 ARC - Pool Air Handler Unit Fan Replacements and Ductwork	$73,024
	100 - Parks Fund Total		**$4,232,500**
120	513-Wheeler Opera House	51519-51519 Theatre Sound System Replacement	$488,100
120	513-Wheeler Opera House	51712-51712 Bar Lobby Furniture Upgrades	$49,007
120	513-Wheeler Opera House	51838-51838 Wheeler - Exterior Lighting Enhancement	$16,850
120	513-Wheeler Opera House	51840-51840 Audio Equipment - Cables, Stands, Cases	$20,000
120	513-Wheeler Opera House	51843-51843 Wheeler - Administrative Offices Improvements	$50,000

CITY OF ASPEN

2026 CAPITAL CARRYFORWARDS

Fund	Department	Project Title	Total Request
120	513-Wheeler Opera House	51844-51844 Wired Microphone Inventory Update	$41,567
120	513-Wheeler Opera House	51846-51846 Onstage Audio Reference Monitor Package	$250,000
	120.513 - Wheeler Total		**$915,524**
120	552-Red Brick Arts	51363-51363 Public Corridor & Gallery Implementation	$75,078
120	552-Red Brick Arts	51852-51852 Exterior Signage and Interpretation	$54,200
	120.552 - Red Brick Arts Total		**$129,278**
141	132-Transportation	51579-51579 Shuttle Replacement - 2024	$871,720
141	132-Transportation	51776-51776 Bus Replacement - 2025	$1,250,000
141	132-Transportation	51777-51777 Fleet - Transportation - 2025	$46,000
	141 - Transportation Fund Total		**$2,167,720**
150	119-Asset Management	51418-51418 Placeholder for Other Development Opportunities	$3,000,000
	150 - Housing Development Fund Total		**$3,000,000**
152	421-Kids First	51161-51161 Childcare Capacity - (Planning and Design)	$40,000
	152 - Kids First Fund Total		**$40,000**
160	328-Stormwater	51816-51816 Stormpipe Lining Project	$486,854
160	328-Stormwater	51817-51817 West End Infrastructure Replacement Project	$124,216
160	328-Stormwater	51818-51818 Urban Runoff Management Plan Update	$126,403
	160 - Stormwater Fund Total		**$737,473**
421	322-Water	50755-50755 Gauging Stations - 2018	$75,000
421	322-Water	50763-50763 Cast Iron and Steel Waterline Replacement	$3,575,897
421	322-Water	51129-51129 Micro Hydro Maroon / Castle Creek	$276,048
421	322-Water	51138-51138 Woody Creek Parcel	$175,000
421	322-Water	51327-51327 Pump Station Standby Power	$16,969
421	322-Water	51584-51584 Nighthawk Pump Station - Access and Retaining Wall	$8,226
421	322-Water	51585-51585 Upper Aspen Grove Pump Station Improvements	$81,997
421	322-Water	51757-51757 Water Treatment Facility Improvements	$1,468,784
421	322-Water	51791-51791 Emerging Capital and Design - 2025	$89,447
	421 - Water Utility Fund Total		**$5,767,368**
431	323-Electric	51311-51311 Information Technology Plan - 2021	$223,830
431	323-Electric	51595-51595 Paepcke Park to City Market Circuit Replacement - Construction	$663,191
431	323-Electric	51726-51726 Koch to City Market Electric Replacement	$52,910
431	323-Electric	51797-51797 Puppy Smith Red Brick Electric Design and Installation	$1,068,077
431	323-Electric	51799-51799 Electric System Replacement - 2025	$63,545
431	323-Electric	51800-51800 Ruedi - Transformer	$326,865
	431 - Electric Utility Fund Total		**$2,398,418**
471	582-Golf Course	50617-50617 Interior - Golf and Nordic Clubhouse	$4,651
471	582-Golf Course	51602-51602 Golf Clubhouse & Campus Master Plan	$103,225
471	582-Golf Course	51759-51759 Driving Range Fence	$11,786
	471 - Golf Course Fund Total		**$119,662**
491	441-City Housing	51826-51826 Truscott 1 - B100 Exterior Painting	$50,000
491	441-City Housing	51827-51827 Truscott 1 - Playground Equipment Replacement	$36,836
	491 - Truscott Housing Fund Total		**$86,836**

CITY OF ASPEN

2026 CAPITAL CARRYFORWARDS

Fund	Department	Project Title	Total Request
505	119-Asset Management	51529-51529 Main Street Cabin Housing	$1,961,943
	505 - Employee Housing Fund Total		**$1,961,943**
510	118-Information Technology	51649-51649 Data Center Move from Armory to New City Hall	$360,656
510	118-Information Technology	51743-51743 Fiber Conduit - Paepcke Park to City Market	$31,564
510	118-Information Technology	51746-51746 Intranet CitySource Rebuild	$2,020
510	118-Information Technology	51747-51747 CommVault Backup Upgrade	$48,950
510	118-Information Technology	51748-51748 Microwave Data Link	$40,000
510	118-Information Technology	51750-51750 Fiber Optic Improvements - 2024	$13,411
510	118-Information Technology	51879-51879 Fiber Optic Improvements - 2025	$146,574
510	118-Information Technology	51880-51880 New South Fiber Optic Path	$12,041
	510 - Information Technology Fund Total		**$655,216**
	Total - Capital		**$34,855,673**

2026 SPRING TECHNICAL ADJUSTMENTS

Department/Description	Operating	Capital	Transfers Out
Section 1. City of Aspen			
Previously Approved by Council (Carryforwards of Ops & Capital Maintenance)			
West End Congestion Relief - Project Approved Via Resolutions 158-2025, 159-2025, and 164-2025 at the December 2 Council Meeting.		$472,643	
327 - Engineering Subtotal:	**$0**	**$472,643**	**$0**
51940 EV Charging Stations - 2026 (Net Zero - Grant Funding Recorded in Nov-2025)		$17,000	
431 - Environmental Health Subtotal:	**$0**	**$17,000**	**$0**
40015 Interior Replacement - ARC - FF&E Customer and Employee Areas		$38,576	
542 - Recreation / ARC / AIG Subtotal:	**$0**	**$38,576**	**$0**
000 - Asset Management Plan Fund Total:	**$0**	**$528,219**	**$0**
30107 Document Scanning	$6,290		
113 - City Clerk Subtotal:	**$6,290**	**$0**	**$0**
KLJ Grant Writing Contract	$67,000		
30138 DEIB Gap Analysis	$25,000		
114 - City Manager Subtotal:	**$92,000**	**$0**	**$0**
30132 Planning Support Services	$98,865		
30162 Red Tag Fees and Bond	$75,000		
Rentalscapes STR Compliance Software	$47,500		
30080 Development Fee Analysis	$45,000		
30145 Strong Communities-CLT (Communities Land Trust Grant)	$9,915		
CLT Legal Support Services	$3,979		
Rental Rate and Affordability Study	$20,000		
122 - Planning Subtotal:	**$300,259**	**$0**	**$0**
Development Review Software	$285,412		
Building Inspection Services	$50,000		
30080 Development Fee Analysis	$45,000		
30130 Facilitation Services for Electrification Task Force	$44,098		
30165 Partial Electrification Code Update Study (grant funded)	$30,000		
30107 Document Scanning	$6,290		
123 - Building Subtotal:	**$460,800**	**$0**	**$0**
30131 Peace Officer Mental Health Support Grant Program (grant funded)	$22,670		
221 - Police Subtotal:	**$22,670**	**$0**	**$0**
STR Fund Transfer for Transportation Programs - Zipcar (General Fund 3 Years = $300K)			$100,000
STR Fund Transfer for Transportation Programs - TOP (General Fund for 2026 Only)			$50,000
2026 City of Aspen Electrification Study: Resolution 15-2026, approved at the February 24, Council Meeting	$132,175		
AECOM Contract No. 2025-348: Approved contract worked finished in Q1, 2026	$13,175		
431 - Environmental Health Subtotal:	**$145,350**	**$0**	**$150,000**
30002 Uphill Economy	$17,140		
532 - Special Events Subtotal:	**$17,140**	**$0**	**$0**

2026 SPRING TECHNICAL ADJUSTMENTS

Department/Description	Operating	Capital	Transfers Out
001 - General Fund Total:	**$1,044,509**	**$0**	**$150,000**
40031 Trail Surface Improvements		$172,290	
40042 Cozy Point Interior Facility Maintenance		$29,138	
40112 Golf Campus and Facility Maintenance - Business Services		$13,848	
40118 Network Assessment & PCI Compliance		$5,713	
40017 Interior Renovations		$28,578	
51938 Pedestrian Mall Safety at Wheeler Intersection: Resolution 22-2026 and Resolution 23-2026 will be presented at the March 10, 2026 Council meeting by Parks staff. If Council does not approve these resolutions, this funding will be removed from the Budget Ordinance No.7 for the second reading.		$393,800	
100 - Parks and Open Space Fund Total:	**$0**	**$643,367**	**$0**
Paepcke Park Public Art Deinstallation - Juneworks and Stutsman Gerbaz	$12,000		
40022 Window and Door Maintenance		$30,000	
552 - Red Brick Arts Subtotal:	**$12,000**	**$30,000**	**$0**
120 - Arts and Culture Fund Total:	**$12,000**	**$30,000**	**$0**
2026 City of Aspen Electrification Study: Resolution 15-2026, approved at the February 24, Council Meeting			$132,175
132 - REMP Fund Total:	**$0**	**$0**	**$132,175**
40049 Rubey Park Maintenance		$85,892	
Contract with Zipcar: Resolution 17-2026 Approved at the January 27, 2026 Council Meeting. Year 1 = $117,600, funding $100,000 from STR Tax - General Fund and Transportation Fund Cash Balance, $17,600. Total 3 year contract not to exceed $384,300	$117,600		
Transportation Programs - TOP: (STR Tax - General Fund) Approved at the January 27, 2026 Council Meeting	$50,000		
141 - Transportation Fund Total:	**$167,600**	**$85,892**	**$0**
Rental Rate and Affordability Study	$55,000		
Housing Needs Assessment: Approved in Resolution 18-2025, at February 11, 2025 Council meeting, not to exceed $200,000.	$143,057		
150 - Housing Development Fund Total:	**$198,057**	**$0**	**$0**
40158 Yellow Brick - Playground Repairs		$40,000	
152 - Kids First Fund Total:	**$0**	**$40,000**	**$0**
30152 Stormwater System Condition Assessment	$78,854		
160 - Stormwater Fund Total:	**$78,854**	**$0**	**$0**
51757 Water Treatment Facility Improvements, Early Work Package Contracts: Approved in Resolution 11-2026 (Haskell) and Resolution 12-2026 (Garver) at January 13, 2026 Council meeting.		$970,429	
421 - Water Utility Fund Total:	**$0**	**$970,429**	**$0**
40070 Ditch Maintenance		$10,000	
40068 Golf Course Annual Improvements		$6,180	

2026 SPRING TECHNICAL ADJUSTMENTS

Department/Description	Operating	Capital	Transfers Out
40121 Tee Box Replacements		$5,000	
Golf Cart Fleet Replacement - Council approved Resolution 139-2025 at October 14, 2025 Council Meeting. Contract slightly higher than budget amount.		$2,990	
471 - Golf Course Fund Total:	**$0**	**$24,170**	**$0**
Core City Network - Capital Maintenance	**$0**	**$88,037**	**$0**
Laptop Replacement - Minor Capital Carryforward	**$237,184**	**$0**	**$0**
Workstation Equipment - Minor Capital Carryforward	**$32,605**	**$0**	**$0**
Multiple Fund Total	**$269,789**	**$88,037**	**$0**
Total Previously Approved Requests:	**$1,770,809**	**$2,410,114**	**$282,175**
City Financial Policies, Accounting, and Other			
Rio Grande Building - Buyout of Equipment Lease	$59,031		
112 - Mayor & Council Subtotal:	**$59,031**	**$0**	**$0**
30130 Facilitation Services for Electrification Project - PH2. Funded from REMP Funds	$58,873		
123 - Building Subtotal:	**$58,873**	**$0**	**$0**
County Contribution to the Workout Room (net zero)	$6,000		
221 - Police Subtotal:	**$6,000**	**$0**	**$0**
001 - General Fund Total:	**$123,904**	**$0**	**$0**
Voter Approved Increase to Public Education Sales Tax: In November 2025, voters approved an increase of Public Education Funds from .3% to .6% Sales Tax. This action rebases to collections and distributions for the approved increase. **Background:** 2026 total revenue and expense is projected at $8.6M, with the additional .3% tax, approved by the voters in November 2025. The total is then increased by 20% to ensure adequate authority to transfer all funds received without further spending authority requests, revising the budget total to $10.1M.	$5,048,760		
131 - Public Education Fund Total:	**$5,048,760**	**$0**	**$0**
30130 Facilitation Services for Electrification Project - PH2. Transfer to General Fund			$58,873
132 - REMP Fund Total:	**$0**	**$0**	**$58,873**
Adjustment for Change in Accounting: Golf moved to a standalone POS system requiring a change in accounting for credit card processing fees.	$75,000		
471 - Golf Course Fund Total:	**$75,000**	**$0**	**$0**
Employee Housing Lease at AABC 301A	$40,500		
Main Street Cabin Housing (project no longer requires additional funds in 2026)		($500,000)	
505 - Employee Housing Fund Total:	**$40,500**	**($500,000)**	**$0**
SIPA state grant for AI chatbot integration (net zero / grant funded)	$9,767		
510 - Information Technology Fund Total:	**$9,767**	**$0**	**$0**

2026 SPRING TECHNICAL ADJUSTMENTS

Department/Description	Operating	Capital	Transfers Out
Fun and Golf Passes	**$147,200**	**$0**	**$0**
Bus Passes	**$79,350**	**$0**	**$0**
Awards, Bilingual Pay, Temporary Wages	**$120,320**	**$0**	**$0**
Multiple Fund Total	**$346,870**	**$0**	**$0**
Transfer for Co-Pilot Licenses: Transfer and Fees from departments as part of their contribution to pay for the Co-Pilot licenses administered by the Information Technology department.	**$720**	**$0**	**$42,840**
Transfer of Central Savings: Departmental contributions to the Central Savings program administered by the City Manager.	**$0**	**$0**	**$51,723**
Total City Policy, Accounting and Other Adjustments:	**$5,645,521**	**($500,000)**	**$153,436**
All Total Previously Approved & Technical Adjustments	**$7,416,330**	**$1,910,114**	**$435,611**

Section 2. Fiduciary Funds

51835 Truscott 2 - Playground Equipment Replacement		$36,836	
641 - Truscott Phase II Fund Total:	**$0**	**$36,836**	**$0**
Total Previously Approved & Technical Adjustments Fiduciary Funds:	**$0**	**$36,836**	**$0**

2026 SPRING SUPPLEMENTAL REVENUE DETAIL

Department/Description	Revenue	Transfer In
Transfer of Central Savings: Transfer from departments as part of their contribution to the Central Savings program administered by the City Manager.		$51,723
114 - Manager's Office Subtotal:	**$0**	**$51,723**
30162 Red Tag Fees and Bond	$75,000	
122 - Planning Subtotal:	**$75,000**	**$0**
30165 Partial Electrification Code Update Study (grant funded)	$30,000	
30130 Facilitation Services for Electrification Project - REMP Funded in 2026		$58,873
123 - Building Subtotal:	**$30,000**	**$58,873**
30131 Peace Officer Mental Health Support Grant Program (grant funded)	$22,670	
County Contribution to the Workout Room (net zero) One-Time	$6,000	
221 - Police Subtotal:	**$28,670**	**$0**
Recreation Passes for Employees	$119,560	
542 - Recreation Subtotal:	**$119,560**	**$0**
Radon Testing of City Buildings (funded from air impact fees dedicated for this use) One-Time	**$34,485**	
2026 City of Aspen Electrification Study: Resolution 15-2026, approved at the February 24, Council Meeting		$132,175
431 - EHS Subtotal:	**$34,485**	**$132,175**
001 - General Fund Total:	**$287,715**	**$242,771**
Voter Approved Increase to Public Education Sales Tax: In November 2025, voters approved an increase of Public Education Funds from .3% to .6% Sales Tax. This action rebases to collections and distributions for the approved increase. **Background:** 2026 total revenue and expense is projected at $8.6M, with the additional .3% tax, approved by the voters in November 2025. The total is then increased by 20% to ensure adequate authority to transfer all funds received without further spending authority requests, revising the projected total to $10.1M.	$5,048,760	
131 - Fund Total:	**$5,048,760**	**$0**
STR Fund Transfer for Transportation Programs - Zipcar (General Fund - 3Yr = $300K)		$100,000
STR Fund Transfer for Transportation Programs - TOP (General Fund)		$50,000
141 - Transportation Fund Total:	**$0**	**$150,000**
Kids First and Affordable Housing Sales Tax Split revision from 75/25 to 80/20	($315,550)	
150 - Housing Development Fund Total:	**($315,550)**	**$0**
Kids First and Affordable Housing Sales Tax Split revision from 75/25 to 80/20	$315,550	
152 - Kids First Fund Total:	**$315,550**	**$0**
Golf Passes for Employees	$32,420	
471 -Golf Course Fund:	**$32,420**	**$0**
SIPA state grant for AI chatbot integration (net zero / grant funded)	$9,767	
Transfer for Co-Pilot Licenses: Transfer and Fees from departments as part of their contribution to pay for the Co-Pilot licenses administered by the Information Technology department.	$720	$42,840
510 - Information Technology Fund:	**$10,487**	**$42,840**
Total Revenue / Transfers In:	**$5,379,382**	**$435,611**

CITY OF ASPEN

STAFF REPORT

TO: Mayor Rachael Richards and Aspen City Council

FROM: Haley Hart, Senior Long-Range Planner, Community Development
Tillie Pines, Planner I, Community Development
Lorena Vargas, Development Services Analyst, Engineering
Simeon Britting, Project Manager I, Engineering

THROUGH: Ben Anderson, Community Development Director
Tricia Aragon, City Engineer
Hailey Roedel, Deputy City Engineer, Engineering

MEETING DATE: March 10, 2026

RE: Second Reading of Ordinances #01, #02, and #03, Series of 2026 – Updates to Banner and Flag Code and Banner Fee Schedule

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Intended Outcome:

Staff requests that Council reviews and approves Ordinances #01, #02, and #03, Series of 2026 at Second Reading.

Ordinance #01 Amendments to the Land Use Code related to Section 26.510.120 – *Policies regarding signage on public property.*

Ordinance #01 contains amendments to the Land Use Code (LUC) that reflect formal Council directive initiated by the Community Development Director from a Regular Meeting on September 9, 2025, that approved Policy Resolution #118, Series of 2025. Two subsections of Section 26.510.120 – *Policies regarding signage on public property* are proposed to be removed from Title 26, with the substantive portion of those subsections relocated in Title 21 and Title 29.

Ordinance #02 Amendments to Municipal Code Title 21 and Title 29

Ordinance #02 moves Banner and Flag language into Title 21 and creates a dedicated Banner Standards document under Title 29 that consolidates and updates standards language. This document will include current specifications for banner size, material, application process, and fees, and can be updated by Engineering as needed without requiring municipal code changes.

Ordinance #03 Amendments to Municipal Code Title 2.12.080 – Parks Department Fees to remove “Flags and Banners” and Amendments to Municipal Code Title 2.12.051 to add “Flags and Banners.”

Ordinance #03 updates the fee schedule for Banners to align with current staff time and workload.

Council is requested to read and approve Ordinances #01, #02, and #03, Series of 2026 at Second Reading.

EXECUTIVE SUMMARY:

The Land Use Code Amendments proposed in Ordinance #01, Series of 2026 were developed in response to Resolution #118, Series of 2025, which gave Staff formal policy direction from City Council to relocate two sections of the Land Use Code as initiated by an interdepartmental Staff working group. The two sections, Section 26.510.120(c) – *Banners and Flags on Main Street Light Posts* and Section 26.510.120(f) – *Signs Across Main Street at Third Street* are currently located in Title 26 - Land Use Regulations. The Engineering Department has oversight of signage in and over the Right of Way including flags, banners, and light posts. Relocating these two code sections would improve the effectiveness between City departments and the Colorado Department of Transportation (CDOT).

The LUC prescribes several steps that must be taken to amend the Code. The Sign amendments were initiated by the Community Development Director and formally directed by City Council during the Regular Meeting on September 9, 2025. Policy Resolution #118, Series of 2025, which was required by the LUC to initiate the formal code amendment process, was passed unanimously by Council on September 9, 2025.

RESPONSE TO AND CHANGES FROM FIRST READING:

At First Reading, Council expressed support for the proposed changes and unanimously approved all three ordinances

Two Council members expressed support for an incremental fee increase rather than a single, immediate adjustment. A majority consensus was not reached on that approach. The reason for this request from Council was because most organizations already have their budgets set for the year and an incremental increase will ease the burden in 2026 and allow more time to plan for the remaining fee increase in 2027.

In response, staff has prepared Ordinance #03 Version A and Ordinance #03 Version B. Version A implements the full fee adjustment in a single step, while Version B phases the increase, with 50% implemented now and the remaining 50% incorporated in 2027. Council may direct staff on which version to codify.

Given the timing of the banner application cycle and current reservation data, staff recommends adopting Ordinance #03 Version A and implementing the full fee adjustment. Reservations for 2026 opened in November of 2025. Most 2026 applications have already been submitted and processed under the current fee structure, and program participants have planned and budgeted

accordingly. Most participants use the program annually for events that happen at consistent times of the year, thus they submit well in advance. Approximately half of all anticipated reservations for 2026 have already been made. By increasing fees incrementally, we will not see the effects until 2028, as once again most 2027 reservations will have 2026 fees assessed when reservations open this November.

As a comparison a quarter-page newspaper ad for a full week would cost $1,200. The cheapest newspaper ad would be 1/8 page for $680 a week. Radio ads run about $33 for 30 second clips. The $150/week rate for a banner is well below other traditional advertising methods for non-profits.

Implementing the full adjustment now provides clarity and consistency and ensures the updated fee structure is in place before the next application cycle begins while providing eight months of heads up for applicants to plan accordingly.

Council also requested additional information regarding banner production using mesh material. This material is available through local production options in Aspen, as well as multiple online vendors capable of meeting the City's specifications. Pricing for mesh banners is comparable to traditional vinyl printing.

Additionally, Council inquired about waiving banner fees for nonprofit organizations. Staff does not recommend this approach, as the majority of organizations participating in the banner program are nonprofits. Waiving fees would significantly reduce program cost recovery. The fee schedule as updated is a reasonable and affordable rate for advertising with non-profits in mind while still recouping the City's expenses for administering the program.

DISCUSSION:

Currently, the banner program is managed by the Engineering Department. However, banner standards are located outside the Engineering Standards, which has led to challenges in maintaining up-to-date information and ensuring users have clear guidance. By relocating the banner code to the Engineering Standards (Title 29.02) and creating a dedicated Banner Standards document, staff can provide detailed content regarding banner size, material, application process, and fees. These updates will include clarifying banner size requirements, changing approved banner materials, updating the fee schedule, and transitioning the application process to the Salesforce permitting system for improved tracking and efficiency. This information will be easily accessible and updated in a timely manner, improving transparency and efficiency for both council and program users. In addition, outdated or redundant provisions currently in Title 26 will be removed to eliminate confusion and ensure consistency across standards.

The proposed 2026 Banner Standards are attached to this staff memo as Attachment A.

The Banner Standards do not change the existing program's eligibility or physical drop off and pick up process. The main change within the new Standards requires banners to be single-sided and made of a mesh material instead of vinyl. Previously double sided was available. This change is due to demand and equity. Single sided banners allow for more availability and the ability to serve more community groups during popular times of the year. The mesh requirement is to allow wind to pass through the banners, reducing structural strain on the cables and entire system. The new standards also make it clear that when an applicant drops their banner off to the City ownership of that banner is conveyed to the City for the duration of the display time. This ownership requirement allows the City to comply with Colorado Revised Statutes regarding displays placed along state highways.

Outreach and Applicant Feedback:

Staff has worked with current applicants to ensure understanding, agreement, and alignment with the new Banner Standards. Applicants agree the new Banner Standards make the process and expectations easier to understand.

An email was sent to all previous applicants in January of 2026 with information on the new standards for mesh single sided banners and the new Salesforce permitting system.

A follow up email was sent to all existing applicants following First Reading to provide an update and an opportunity to provide feedback. A notice was also published in the Community Development Newsletter on March 6th and Public Notice for Second Reading was provided in accordance with Section 26.310.020. - *Amendments to the Land Use Code procedure for amendment*.

After First Reading comments were received from six members of the community. A full list of public comments can be found in Attachment B. The following concerns were brought up along with staff responses in italics.

1. Can vinyl banners be used for installations over the next few months before a mesh banner can be obtained?
    a. *Staff will work with applicants to phase out old vinyl banners over the next few months. Some vinyl may be permitted if it's an existing banner.*
2. Concern that mesh banners are not as visible as vinyl.
    a. *Staff recommends keeping banner language short and simple for best visibility. Banners that follow these guidelines have no visible difference while driving. The strain from vinyl banners catching in the wind on the wiring system and aging trees is causing problems. Mesh banners reduce this stress ensuring the entire rigging system and trees remain structurally sound*.
3. When demand is low organizations would like to use a double-sided banner.
    a. *Organizations will have the option to use two available spots if there is no other demand for the same week.*
4. To reserve two spots organizations will have to pay for two spots instead of a double-sided banner.
    a. *Previously a double-sided banner cost more. So, it is aligned with the policy to pay for two single sided banners. Single-sided expectations and streamlined fees make*

the program stronger, more manageable, more equitable to users, and more sustainable.

5. There is concern about the cost for non-profits to have to purchase new mesh banners.
    a. *Staff recognizes there is a cost associated with obtaining new banners. However, the strain from vinyl banners catching in the wind on the wiring system and aging trees is causing problems. Mesh banners reduce this stress ensuring the entire rigging system and trees remain structurally sound. The change from vinyl to mesh ensures the entire system stays operable for years to come.*
6. Multiple comments were about the fee increase and the desire to keep costs low for non-profits serving the community.
    a. *The fee schedule as updated is a reasonable and affordable rate for advertising with non-profits in mind while still recouping the City's expenses for administering the program.*
    b. *The fees for banner installation has not increased in over a decade. The current 2025 fees result in heavy subsidization from the City. The proposed costs ensure the program pays for itself and staff time is recuperated with fee amounts.*
    c. *Compared to other advertising, such as the newspaper, the banners and flags are much less costly thus keeping nonprofit financial interests in mind. As a comparison a quarter-page newspaper ad for a full week would cost $1,200. The cheapest newspaper ad would be 1/8 page for $680 a week. Radio ads run about $33 for 30 second clips. The $150 rate for banners is well below other traditional advertising methods for non-profits. The $1,200 rate for flags encompasses the amount of staff time to hang a full set of 30 banners.*
    d. *If Council desires to raise fees incrementally Ordinance 03 Version B could be codified which would increase the fees by 50% now and the other 50% in 2027.*

Section 26.510.120 – *Policies regarding signage on public property*

The following discussion reflects the format of Ordinance #01, Series of 2026, providing a description of the proposed amendments to Section 26.510.120 – *Policies regarding signage on public property*. A full redlined version of the proposed code amendments is attached to this memorandum as Exhibit A of Ordinance #01, Series of 2026

- Remove references to these code sections in the introductory paragraph of the Section

- Relocate Section 26.510.120(c) - *Banners and Flags on Main Street Light Posts* and Section 26.510.120(f) - *Signs Across Main Street at Third Street* to Title 21- *Streets, Sidewalks, and other Public Places* and Title 29 - *Engineering Design Standards*

Section - 29.01 – [IN GENERAL]

The following discussion reflects the format of Ordinance #02 Series of 2026, providing a description of the proposed amendments to Sections 29. A full redlined version of the proposed code amendments is attached to this memorandum as Exhibit A of Ordinance #02, Series of 2026.

City Council approves the following objectives for code amendments within Section 29.01 – *[GENERAL],* as redlined in Ordinance #02 Exhibit A:

1. Add language pertaining to the Engineering Design Standards to reference the Banner Standards document to be posted on the City of Aspen website and adopted by the Engineering Department.

    a. Add 'Banner Standards' in the description of the purpose paragraph. (Section 29.01.010 – Purpose and intent).

    b. Add language adopting the Banner Standards (Section 29.01.030 – Adoption of banner standards).

    c. Modify the section names to keep the adoption of Engineering Standards, Banner Standards, and Construction Management Plan requirements grouped together. (Section 29.01.030 – Adoption of construction management plan requirements, Section 29.01.070 – Variances, Section 29.01.080 – Right-of-entry, Section 29.01.090 – Stop work orders, Section 29.01.100 – Violations and penalties, Section 29.01.110 – Violations and penalties not to excuse abatement, and Section 29.01.120 – Reserved).

    d. Modify the section name to keep the adoption of Engineering Standards, Banner Standards, and Construction Management Plan requirements grouped together, and include 'Banner Standards' in the description of the applicability, review authority, and review procedure paragraphs. (Section 29.01.040 – Applicability, Section 29.01.050 – Review authority, and Section 29.01.060 – Review procedure)

Section 21.37 – Flags and banners on light poles and across Main St.

The following discussion reflects the format of Ordinance #02, Series of 2026, providing a description of the proposed amendments to Sections 21. A full redlined version of the proposed code amendments is attached to this memorandum within Exhibit A of Ordinance #02.

City Council approves the following objectives for code amendments within Section 21.37. – *Flags and banners on light poles and across Main St,* as redlined in Ordinance #02:

1. Add language pertaining to the purpose, banner standards, eligibility, size/number/material, cost/fees/procedures, banner permit application, and exceptions as it relates to the Banner Standards.

Section 2.12.051 and 2.12.080 – *Banner Fees*

The following discussion reflects the format of Ordinance #03, Series of 2026, providing a description of the proposed amendments to Sections 2.12.080 and 2.12.051 which will remove Banner Fees from Parks Use and Special Event Fees and relocate them to Section 2.12.051 Engineering Department Fees.

The Fees are also updated to reflect current staff workload and recuperation of costs to administer the program while maintaining reasonable and affordable rates for advertising with non-profits in mind.

1. Remove Flags and Banner fees from Section 2.12.080 – *Parks Use and Special Event Fees*
2. Add Flags and Banner fees to Section 2.12.051 – *Engineering Department Fees*
3. Update Banner fee amounts to accurately reflect the amount of staff time and workload required to administer the program and hang the signs.

Existing Fees

Flags and Banners	
Flags on Main Street/Flag*	$18.00
Banners on Main Street/Banner**	$18.00

Proposed Fees

Flags and Banners	
Main St Single-Side Banner (per banner per week)	$150
Light Poles Fee (30 light poles per week)	$1,200
Late Hang Fee (delivered after noon on Friday)	$100

*In the current code the Flags on Main Street are calculated per flag per week. There are 30 flags and all must be done so the rate is $540 per week for a complete set of flags on all 30 poles ($18*30). Converting to matching quantities the proposed fee goes from $540 to $1,200.

** In the current code the Banner on Main Street is calculated as a double-sided banner per day. Calculated as a single sided banner per week the fee is $63 per week (($18/2)*7). Converting to matching quantities the proposed fee goes from $63 to $150.

The proposed fees were presented to City Council on October 20th, 2025, during an overall discussion of citywide fees. At that time council was supportive of the proposed changes.

FINANCIAL IMPACTS:

Updating the Banner Fees will result in fee collection that recuperates costs for City staff to administer the program and hang the flags and banners. Below is a cost analysis of staff time for the program.

Main Street Banners					
	Rate	Hours Worked	Expense	2025 Fee	2026 Proposed Fee
Engineering Admin	$ 35.00	1	$ 35.00		
Electric Crew Member 1	$ 55.00	1.5	$ 82.50		
Electric Crew Member 2	$ 55.00	1.5	$ 82.50		
Total			**$ 200.00**	**$ 63.00**	**$ 150.00**

Light Pole Flag Installation					
	Rate	Hours Worked	Expense	2025 Fee	2026 Proposed Fee
Engineering Admin	$ 35.00	3	$ 105.00		
Electric Crew Member 1	$ 55.00	10	$ 550.00		
Electric Crew Member 2	$ 55.00	10	$ 550.00		
Total			**$ 1,205.00**	**$ 540.00**	**$ 1,200.00**

The question has been raised whether to waive fees for non-profits. The vast majority of Flag and Banner installations are for non-profits thus there is no reason to waive fees for all non-profits. The fee schedule as updated is a reasonable and affordable rate for advertising with non-profits in mind while still recouping the City's expenses for administering the program. Fees will be waived for government agencies, Sister Cities, and public health and safety messaging.

ENVIRONMENTAL IMPACTS: N/A

ALTERNATIVES: If a majority of Council chooses to pursue a phased approach to the fee increase, with 50% implemented now and the remaining 50% incorporated in 2027, Council may adopt draft language as presented in Ordinance #03, Version B, Series of 2026.

RECOMMENDATIONS: Staff recommends that Council approves Ordinances #01, #02, and #03, Series of 2026, at Second Reading.

CITY MANAGER COMMENTS:

ATTACHMENTS

Ordinance #01, Series of 2026 – Amendments to Section *26.510.120 – Policies regarding signage on public property*

Ordinance #02, Series of 2026 – Amendments to Chapter 21.37 – Streets, Sidewalks and Other Public Places and Amendments to Chapter 29.01 – *[IN GENERAL]*

Ordinance #03, Version A, Series of 2026 – Amendments to Section 2.12.051 and 2.12.080 - Banner Fee Update

Ordinance #03, Version B, Series of 2026 – Amendments to Section 2.12.051 and 2.12.080 - Banner Fee Update COA Banner Standards

Attachment A – Banner Standards

Attachment B – Community Feedback

ORDINANCE #01
SERIES OF 2026

AN ORDINANCE OF THE ASPEN CITY COUNCIL ADOPTING AMENDMENTS TO THE LAND USE CODE RELATED TO CHAPTER 26.510 – SIGNS, FOR THE PURPOSE OF RELOCATING TWO SUBSECTIONS WITHIN SECTION 26.510.120 – POLICIES REGARDING SIGNAGE ON PUBLIC PROPERTY, TO TITLE 21 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, AND TITLE 29 – ENGINEERING DESIGN STANDARDS, TO PROVIDE ENGINEERING OVERSIGHT OF SIGNS IN THE RIGHT OF WAY.

WHEREAS, the Land Use Code requires periodic amendments to ensure it supports effectiveness throughout City departments and external stakeholders; and,

WHEREAS, amendments to the Land Use Code may be initiated by the Community Development Director pursuant to Section 26.310.020; and,

WHEREAS, at present, the language pertaining to flags, banners, and signs hung on light posts within the Right of Way and across Main Street at Third Street are regulated within Section 26.510.120 - *Policies regarding signage on public property* in Title 26; and,

WHEREAS, Community Development has found it appropriate to amend the Land Use Code to relocate two subsections within Section 26.510.120(c) - *Banners and Flags on Main Street Light Posts* and Section 26.510.120(f) - *Signs Across Main Street at Third Street*, to Title 21 - Streets, Sidewalks, and Other Public Places and Title 29 - Engineering Design Standards to improve coordination with the Engineering Department and the Colorado Department of Transportation; and,

WHEREAS, during a City Council Regular Meeting on September 9, 2025, pursuant to Policy Resolution #118, Series of 2025, City Council gave Community Development Staff formal policy direction to relocate the two sections of the Land Use Code as noted above; and,

WHEREAS, the proposed procedure for relocating these provisions is to delete in their entirety, Section 26.510.120(c) - *Banners and Flags on Main Street Light Posts* and Section 26.510.120(f) - *Signs Across Main Street at Third Street* from the Land Use Code pursuant to this Ordinance #1, Series of 2026 and to add the substantive portions of such provisions to Title 21, and Title 29, pursuant to Ordinance #02, Series of 2026; and,

WHEREAS, at a regular meeting on February 10, 2026, City Council by a five to zero (5-0) vote, approved Ordinance #01, Series of 2026 on First Reading; and,

WHEREAS, at a regular scheduled meeting and properly noticed public hearing on March 10, 2026, Council heard a presentation from City Staff, considered public comment, and City Council by a XX to XX (X-X) vote, approved Ordinance #01, Series of 2026 on Second Reading; and,

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

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO THAT:

Section 1: Section - 26.510.120 – *Policies regarding signage on public property*

The following two subsections of Section 26.510.120 – *Policies regarding signage on public property,* are hereby deleted in their entirety:

- Section 26.510.120(c) - *Banners and Flags on Main Street Light Posts,* and
- Section 26.510.120(f) - *Signs Across Main Street at Third Street.*

Other provisions within Section 26.510.120 are hereby amended to reflect these changes. All amendments set for in this Ordinance #01, Series of 2026, are reflected in Exhibit A**.** The amendments being removed are delineated in red with strikethrough. Text being added is shown in red and underlined. Text which is not highlighted is not affected

Section 2:
Any scrivener's errors contained in the code amendments herein, including but not limited to mislabeled subsections or titles, may be corrected administratively following adoption of the Ordinance.

Section 3:
This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the resolutions or ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior resolutions or ordinances.

Section 4:
If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 5:
A public hearing on this ordinance was held on the 10th day of March 2026, at a meeting of the Aspen City Council at 5:00 p.m. in the City Council Chambers, Aspen City Hall, Aspen, Colorado.

INTRODUCED, READ, AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 10th day of February, 2026.

ATTEST:

_____	_____
Nicole Henning, City Clerk	Rachael Richards, Mayor

FINALLY, adopted, passed and approved this 10th day of March 2026.

_____
Rachael Richards, Mayor

ATTEST:

_____
Nicole Henning, City Clerk

APPROVED AS TO FORM:

_____
Katharine A. Johnson, City Attorney

EXHIBITS
A – Section 26.510.120 – *Policies regarding signage on public property* Redlines

Sec. 26.510.120. - Policies regarding signage on public property.

The purpose of these regulations is to establish reasonable regulations for the posting of temporary signs, displays and banners on certain public property. These regulations include signs on public rights-of-way, ~~banners and flags on light posts on Main Street,~~ signs in City parks, displays in City parks, ~~signs hung across Main Street at Third Street,~~ and signs on public buildings. These regulations shall be read in conjunction with this Chapter and are not intended to supersede this Chapter's regulation of signs.

Temporary signs and displays provide an important medium through which individuals may convey a variety of noncommercial and commercial messages. However, left completely unregulated, temporary signs and displays can become a threat to public safety as a traffic hazard and detrimental to property values and the City's overall public welfare as an aesthetic nuisance. These regulations are intended to supplement this Chapter and to assist City staff to implement the regulations adopted by the City Council. These regulations are adopted to:

(a) Balance the rights of individuals to convey their messages through temporary signs or displays and the right of the public to be protected against unrestricted proliferation of signs and displays;

(b) Further the objectives of this Chapter; and

(c) Ensure the fair and consistent enforcement of the sign and display regulations specified below.

This Section, "policies regarding signage on public property," states: "It shall be unlawful to erect or maintain any sign in, on, over or above any land or right-of-way or on any property, including light posts, belonging to the City without the permission of the City Council." Sign permits issued by the City Manager or his or her designee, that are in conformance with these regulations shall constitute City Council permission within the meaning of this Section, Signs on public rights-of-way. Applications for sign permits that do not comply with these regulations shall be forwarded to the City Council for consideration if requested by the applicant.

(a) *Definitions.* Unless otherwise indicated, the definitions of words used in these regulations shall be the same as the definitions used in this Chapter, Signs. In addition, the following definitions shall apply:

(1) *Banner* means any sign of lightweight fabric, plastic or similar material that is attached to any structure, pole, line or vehicle and possessing characters, letters, illustrations or ornamentations.

(2) *Banner, Light Post* means any sign of lightweight fabric, plastic or similar material that is attached to a light post and possessing characters, letters, illustrations or ornamentations which meets the dimensional requirements for and is intended to be installed on municipal light posts.

(3) *Display* means any symbol or object that does not meet the definition of a sign as defined in this Code, but like a sign is intended to convey a message to the public.

(4) *Flag* means any fabric or bunting containing distinctive colors, patterns or symbols, which meets the dimensional requirements and is intended to be installed on municipal light posts.

(5) *Public Right-of-Way* means the entire area between property boundaries which is owned by a government, dedicated to the public use or impressed with an easement for public use; which is primarily used for pedestrian or vehicular travel; and which is publicly maintained, in whole or in part, for such use; and includes without limitation the street, gutter, curb, shoulder, sidewalk, sidewalk area, parking or parking strip, pedestrian malls and any public way.
(6) *Sign* means and includes the definition for sign as contained in Section 26.104.100, Definitions, of this Code. The term shall also include *displays* as that term is defined above.
(7) *Sign, Inflatable* means any inflatable shape or figure designed or used to attract attention to a business event or location. Inflatable promotional devices shall be considered to be temporary signs under the terms of this Chapter and, where applicable, subject to the regulations thereof.

(b) *Signs on Public Rights-of-Way.*

(1) *Purpose.* The purpose of this policy is to regulate signs permitted to be located temporarily in the public right-of-way. Temporary signs are permitted in public rights-of-way if the following policies and procedures are followed. These regulations do not apply to banners on the Main Street light posts or hanging across Main Street that are subject to different regulations and criteria within Title 21 – Streets, Sidewalks, and Other Public Places and Title 29 - Engineering Design Standards.
(2) *Size/Number/Material.* Only two (2) signs per person/event/organization are permitted. Signs shall not exceed ten (10) square feet each and banners shall not exceed fifty (50) square feet. Banners must be made of nylon, plastic or similar type material. Paper signs and banners are prohibited.
(3) *Cost/Fees/Procedures.* Applicants shall be required to pay the necessary fees for approval from the Special Events Committee. Any event not requiring review by the Special Events Committee shall submit a sign plan to the Community Development Department for review and approval for a fee as outlined in ~~Chapter~~Section 26.104.072, Zoning review f~~F~~ees, of this Code. Applications must be received a minimum of thirty (30) days prior to the event. The applicant shall also submit a refundable security deposit as outlined in the current fee schedule to be applied to any damages, repairs or the cost of removal if not corrected/removed by the applicant within three (3) days.
(4) *Duration.* Temporary signs authorized pursuant to this Section shall be erected and maintained for a period not to exceed eighteen (18) days.
(5) *Maintenance.* All signs and banners shall be maintained in an attractive manner, shall not impede vehicular or pedestrian traffic and shall not pose a safety risk to the public.
(6) *Exceptions.* Any exceptions from the above requirements shall require City Council review and approval.

~~(c) *Banners and Flags on Main Street Light Posts.*~~

~~(1) *Purpose.* Banners and flags hung from light posts on Main Street have traditionally been permitted to further a variety of interests, such as to celebrate special events of community interest. The purpose of these policies and~~

~~regulations is to clarify the manner of displaying banners or flags hung from the City-owned light posts on Main Street.~~

~~(2) *Eligibility*. Only City-owned flags or banners are permitted on Main Street light posts.~~

~~(3) *Size/Number/Material*. All proposed banners or flags should meet the City's specifications for size, mounting and material. Banners shall be two (2) feet wide and four (4) feet high to be compatible with mounting system on the light posts. Banners and flags must be made of nylon, plastic or similar material. Paper is not allowed.~~

~~(4) *Copy*. The City reserves the right to request changes to the design, color or copy in order to assist the applicant in complying with this policy.~~

~~(5) *Cost/Fees/Procedures*. The cost of installation is outlined in the current fee schedule as amended from time to time. A refundable security deposit as outlined in the current fee schedule shall be required to assure replacement of damaged banners and retrieval of the banners from the City (see Section (g) below for maintenance requirements). The applicant shall submit an application to the City Manager's office showing the dimensions, design and colors of the proposed banners or flags at least three (3) months prior to the event. Flags are required to be delivered to the City Parks Department one (1) week prior to the event. Banners shall be delivered to the Utility Department on Fridays at least two (2) weeks prior to their installation.~~

~~(6) *Duration*. The display of banners and flags on the Main Street light posts shall not exceed fourteen (14) days or the duration of the event, whichever is less.~~

~~(7) *Maintenance*. Prior to the placement of banners or flags on City street light posts, the applicant shall provide to the City a number of replacement flags or banners to be determined by the City. These replacement flags or banners shall be used by the City to replace banners or flags that are stolen or damaged. The cost of replacing banners or flags shall be deducted from the security deposit. Once banners have been removed, the applicant shall be required to pick up the banners from the City within three (3) days.~~

~~(d)~~ (c) *Signs in City Parks.*

(1) *Purpose.* Unattended signs are generally prohibited in City parks. The purpose of this policy is to regulate unattended temporary signs that are permitted in limited circumstances in City parks.

(2) *Size/Number/Material.* Unattended temporary signs located in City parks shall be limited in size to three (3) feet by six (6) feet. Two (2) signs per person, organization or sponsor are allowed to face towards the event venue, and five (5) signs are allowed to face towards the public rights-of-way. These signs are not allowed to extend more than ten (10) feet above grade. Banners must be made of nylon, plastic or similar material. Paper banners and flags are prohibited. The Special Events Committee may approve one (1) inflatable per event of no more than twenty (20) feet in height if a suitable on-site location can be provided and if there is a demonstrable community benefit.

(3) *Location.* Signs shall be set back at least ten (10) feet from the public right-of-way.

(4) *Cost/Fees/Procedures.* Applicants shall be required to pay the necessary fees for approval from the Special Events Committee. Any event not requiring review by the Special Events Committee shall submit a sign plan to the Community Development Department for review and approval for a fee as outlined in the current fee schedule. The applicant shall also submit a refundable security deposit as outlined in the current fee ordinance to be applied to any damages, repairs or the cost of removal if not corrected/removed by the applicant within three (3) days. The applicant shall receive the necessary approval prior to the installation of any signs. Applications must be received no later than thirty (30) days prior to the event.

(5) *Duration.* Unattended temporary signs may be erected and maintained only for the duration of the event or forty-eight (48) hours, whichever is less. All signs must be removed immediately following the event.

(6) *Maintenance.* All signs must be maintained in an attractive manner, shall not impede vehicular or pedestrian traffic and shall not pose a safety risk to the public. A fifty dollar ($50.00) refundable security deposit will be required to ensure compliance.

~~(f) *Signs Across Main Street at Third Street.*~~

~~(1) *Purpose.* The purpose of this policy is to regulate signs permitted to be located temporarily across the Main Street right-of-way at Third Street. Temporary signs shall be permitted in this location if the following policies and procedures are followed. These regulations do not apply to banners on the Main Street light posts or signs other than those hanging across Main Street at Third Street.~~

~~(2) *Eligibility.* Only City-owned banners are permitted on signs extending across the Main Street right-of-way at Third Street.~~

~~(3) *Size/Number/Material.* Banners must consist of the following specifications:~~

~~a. Any type of durable material;~~

~~b. Semicircular wind holes in banner;~~

~~c. Metal rivets at all corners and every twenty-four (24) inches along the top and bottom of the banner;~~

~~d. Size will be twelve (12) feet in length and three (3) feet in width.~~

~~(4) *Cost/Fees/Procedures.*~~

~~a. Main Street banner application and banner policy and procedure form must be obtained from the City Manager's office and completed by the party making the request and returned to the City Manager's office no less than thirty (30) days prior to the date requested to hang the banner.~~

~~b. The exact legend of the banner must be indicated in writing (see specific area on application form). Sponsors are advised that banners are most visually effective when kept simple: i.e., event, date organization and logo.~~

~~c. The cost of installation is outlined in the current fee schedule as amended from time to time, and must accompany the application form and be reviewed in the City Manager's office thirty (30) days prior to the date the banner will be hung. All organizations will be charged the same rate, accordingly.~~

~~d. All banners should be delivered directly to the Electric Department, which is located in back of the Post Office at 219 Puppy Smith Road, by noon the Friday prior to the Monday hang date. Any banner not delivered by noon the prior Friday is subject to an additional fifty-dollar ($50.00) charge.~~

~~e. Please pick up the banner from the Electric Department within thirty (30) days after the display week(s). The City assumes no responsibility for banners, and any banners left more than thirty (30) days may be discarded.~~

~~(5) *Eligibility*. The City provides space to hang four (4) single-sided banners and two (2) double-sided banners across Main Street. Reservations will be taken each year on November 1st for the following year. The first organization to have their contract negotiated, signed and paid will be offered the banner space on a first come, first serve basis.~~

~~(6) *Duration*. One (1) banner, per event, may be hung for a maximum of fourteen (14) days, as per Subsection 26.510.040(a)(1). Banner approvals are not guaranteed and will only be hung upon availability of the Electric Department staff. The length of time that a banner is to be hung is not guaranteed and may be shortened at the discretion of the City. Based on his/her judgment as to the best interest of the City, the City Manager may determine which banners are to be given priority when there are multiple requests for the same time period.~~

~~(7) *Maintenance*. All banners shall be maintained in an attractive manner.~~

~~(8) *Exceptions*. Any exceptions from the above requirements shall require City Council review and approval.~~

~~(g)~~ (d) *Signs on Public Buildings.*

(1) *Purpose*. This subsection establishes a policy for the installation of sign on public buildings owned by the City.

(2) *Eligibility*. Only City-owned signs are permitted on public buildings.

(3) *Size/Number/Material.* All proposed signs should meet the City's specifications for size, mounting and material.

(4) *Copy*. The City reserves the right to request changes to the design, color or copy in order to assist the applicant in complying with this policy.

(5) *Cost/Fees/Procedures.* The cost of installation is outlined in the current fee schedule as amended from time to time. A refundable security deposit as outlined in the current fee schedule shall be required to assure replacement of damaged banners and retrieval of the banners from the City (see subsection (7~~g~~) below for maintenance requirements). The applicant shall submit an application to the City Manager's office showing the dimensions, design and colors of the proposed signs.

(6) *Duration.* The display of signs on public buildings shall not exceed fourteen (14) days or the duration of the event, whichever is less.

(7) *Maintenance.* Prior to the placement of signs on public buildings, the applicant shall provide to the City a number of replacement signs, which matching the existing signs, to be determined by the City. These replacement signs shall be used by the City to replace signs that are stolen or damaged. The cost of replacing signs shall be deducted from the security deposit. Once signs have been removed,

the applicant shall be required to pick up the signs from the City within three (3) days.

CITY OF ASPEN

STAFF REPORT

TO: Mayor Rachael Richards and Aspen City Council

FROM: Haley Hart, Senior Long-Range Planner, Community Development
Tillie Pines, Planner I, Community Development
Lorena Vargas, Development Services Analyst, Engineering
Simeon Britting, Project Manager I, Engineering

THROUGH: Ben Anderson, Community Development Director
Tricia Aragon, City Engineer
Hailey Roedel, Deputy City Engineer, Engineering

MEETING DATE: March 10, 2026

RE: Second Reading of Ordinances #01, #02, and #03, Series of 2026 – Updates to Banner and Flag Code and Banner Fee Schedule

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Intended Outcome:

Staff requests that Council reviews and approves Ordinances #01, #02, and #03, Series of 2026 at Second Reading.

Ordinance #01 Amendments to the Land Use Code related to Section 26.510.120 – *Policies regarding signage on public property.*

Ordinance #01 contains amendments to the Land Use Code (LUC) that reflect formal Council directive initiated by the Community Development Director from a Regular Meeting on September 9, 2025, that approved Policy Resolution #118, Series of 2025. Two subsections of Section 26.510.120 – *Policies regarding signage on public property* are proposed to be removed from Title 26, with the substantive portion of those subsections relocated in Title 21 and Title 29.

Ordinance #02 Amendments to Municipal Code Title 21 and Title 29

Ordinance #02 moves Banner and Flag language into Title 21 and creates a dedicated Banner Standards document under Title 29 that consolidates and updates standards language. This document will include current specifications for banner size, material, application process, and fees, and can be updated by Engineering as needed without requiring municipal code changes.

Ordinance #03 Amendments to Municipal Code Title 2.12.080 – Parks Department Fees to remove “Flags and Banners” and Amendments to Municipal Code Title 2.12.051 to add “Flags and Banners.”

Ordinance #03 updates the fee schedule for Banners to align with current staff time and workload.

Council is requested to read and approve Ordinances #01, #02, and #03, Series of 2026 at Second Reading.

EXECUTIVE SUMMARY:

The Land Use Code Amendments proposed in Ordinance #01, Series of 2026 were developed in response to Resolution #118, Series of 2025, which gave Staff formal policy direction from City Council to relocate two sections of the Land Use Code as initiated by an interdepartmental Staff working group. The two sections, Section 26.510.120(c) – *Banners and Flags on Main Street Light Posts* and Section 26.510.120(f) – *Signs Across Main Street at Third Street* are currently located in Title 26 - Land Use Regulations. The Engineering Department has oversight of signage in and over the Right of Way including flags, banners, and light posts. Relocating these two code sections would improve the effectiveness between City departments and the Colorado Department of Transportation (CDOT).

The LUC prescribes several steps that must be taken to amend the Code. The Sign amendments were initiated by the Community Development Director and formally directed by City Council during the Regular Meeting on September 9, 2025. Policy Resolution #118, Series of 2025, which was required by the LUC to initiate the formal code amendment process, was passed unanimously by Council on September 9, 2025.

RESPONSE TO AND CHANGES FROM FIRST READING:

At First Reading, Council expressed support for the proposed changes and unanimously approved all three ordinances

Two Council members expressed support for an incremental fee increase rather than a single, immediate adjustment. A majority consensus was not reached on that approach. The reason for this request from Council was because most organizations already have their budgets set for the year and an incremental increase will ease the burden in 2026 and allow more time to plan for the remaining fee increase in 2027.

In response, staff has prepared Ordinance #03 Version A and Ordinance #03 Version B. Version A implements the full fee adjustment in a single step, while Version B phases the increase, with 50% implemented now and the remaining 50% incorporated in 2027. Council may direct staff on which version to codify.

Given the timing of the banner application cycle and current reservation data, staff recommends adopting Ordinance #03 Version A and implementing the full fee adjustment. Reservations for 2026 opened in November of 2025. Most 2026 applications have already been submitted and processed under the current fee structure, and program participants have planned and budgeted

accordingly. Most participants use the program annually for events that happen at consistent times of the year, thus they submit well in advance. Approximately half of all anticipated reservations for 2026 have already been made. By increasing fees incrementally, we will not see the effects until 2028, as once again most 2027 reservations will have 2026 fees assessed when reservations open this November.

As a comparison a quarter-page newspaper ad for a full week would cost $1,200. The cheapest newspaper ad would be 1/8 page for $680 a week. Radio ads run about $33 for 30 second clips. The $150/week rate for a banner is well below other traditional advertising methods for non-profits.

Implementing the full adjustment now provides clarity and consistency and ensures the updated fee structure is in place before the next application cycle begins while providing eight months of heads up for applicants to plan accordingly.

Council also requested additional information regarding banner production using mesh material. This material is available through local production options in Aspen, as well as multiple online vendors capable of meeting the City's specifications. Pricing for mesh banners is comparable to traditional vinyl printing.

Additionally, Council inquired about waiving banner fees for nonprofit organizations. Staff does not recommend this approach, as the majority of organizations participating in the banner program are nonprofits. Waiving fees would significantly reduce program cost recovery. The fee schedule as updated is a reasonable and affordable rate for advertising with non-profits in mind while still recouping the City's expenses for administering the program.

DISCUSSION:

Currently, the banner program is managed by the Engineering Department. However, banner standards are located outside the Engineering Standards, which has led to challenges in maintaining up-to-date information and ensuring users have clear guidance. By relocating the banner code to the Engineering Standards (Title 29.02) and creating a dedicated Banner Standards document, staff can provide detailed content regarding banner size, material, application process, and fees. These updates will include clarifying banner size requirements, changing approved banner materials, updating the fee schedule, and transitioning the application process to the Salesforce permitting system for improved tracking and efficiency. This information will be easily accessible and updated in a timely manner, improving transparency and efficiency for both council and program users. In addition, outdated or redundant provisions currently in Title 26 will be removed to eliminate confusion and ensure consistency across standards.

The proposed 2026 Banner Standards are attached to this staff memo as Attachment A.

The Banner Standards do not change the existing program's eligibility or physical drop off and pick up process. The main change within the new Standards requires banners to be single-sided and made of a mesh material instead of vinyl. Previously double sided was available. This change is due to demand and equity. Single sided banners allow for more availability and the ability to serve more community groups during popular times of the year. The mesh requirement is to allow wind to pass through the banners, reducing structural strain on the cables and entire system. The new standards also make it clear that when an applicant drops their banner off to the City ownership of that banner is conveyed to the City for the duration of the display time. This ownership requirement allows the City to comply with Colorado Revised Statutes regarding displays placed along state highways.

Outreach and Applicant Feedback:

Staff has worked with current applicants to ensure understanding, agreement, and alignment with the new Banner Standards. Applicants agree the new Banner Standards make the process and expectations easier to understand.

An email was sent to all previous applicants in January of 2026 with information on the new standards for mesh single sided banners and the new Salesforce permitting system.

A follow up email was sent to all existing applicants following First Reading to provide an update and an opportunity to provide feedback. A notice was also published in the Community Development Newsletter on March 6th and Public Notice for Second Reading was provided in accordance with Section 26.310.020. - *Amendments to the Land Use Code procedure for amendment*.

After First Reading comments were received from six members of the community. A full list of public comments can be found in Attachment B. The following concerns were brought up along with staff responses in italics.

1. Can vinyl banners be used for installations over the next few months before a mesh banner can be obtained?
    a. *Staff will work with applicants to phase out old vinyl banners over the next few months. Some vinyl may be permitted if it's an existing banner.*
2. Concern that mesh banners are not as visible as vinyl.
    a. *Staff recommends keeping banner language short and simple for best visibility. Banners that follow these guidelines have no visible difference while driving. The strain from vinyl banners catching in the wind on the wiring system and aging trees is causing problems. Mesh banners reduce this stress ensuring the entire rigging system and trees remain structurally sound*.
3. When demand is low organizations would like to use a double-sided banner.
    a. *Organizations will have the option to use two available spots if there is no other demand for the same week.*
4. To reserve two spots organizations will have to pay for two spots instead of a double-sided banner.
    a. *Previously a double-sided banner cost more. So, it is aligned with the policy to pay for two single sided banners. Single-sided expectations and streamlined fees make*

the program stronger, more manageable, more equitable to users, and more sustainable.

5. There is concern about the cost for non-profits to have to purchase new mesh banners.
    a. *Staff recognizes there is a cost associated with obtaining new banners. However, the strain from vinyl banners catching in the wind on the wiring system and aging trees is causing problems. Mesh banners reduce this stress ensuring the entire rigging system and trees remain structurally sound. The change from vinyl to mesh ensures the entire system stays operable for years to come.*
6. Multiple comments were about the fee increase and the desire to keep costs low for non-profits serving the community.
    a. *The fee schedule as updated is a reasonable and affordable rate for advertising with non-profits in mind while still recouping the City's expenses for administering the program.*
    b. *The fees for banner installation has not increased in over a decade. The current 2025 fees result in heavy subsidization from the City. The proposed costs ensure the program pays for itself and staff time is recuperated with fee amounts.*
    c. *Compared to other advertising, such as the newspaper, the banners and flags are much less costly thus keeping nonprofit financial interests in mind. As a comparison a quarter-page newspaper ad for a full week would cost $1,200. The cheapest newspaper ad would be 1/8 page for $680 a week. Radio ads run about $33 for 30 second clips. The $150 rate for banners is well below other traditional advertising methods for non-profits. The $1,200 rate for flags encompasses the amount of staff time to hang a full set of 30 banners.*
    d. *If Council desires to raise fees incrementally Ordinance 03 Version B could be codified which would increase the fees by 50% now and the other 50% in 2027.*

Section 26.510.120 – *Policies regarding signage on public property*

The following discussion reflects the format of Ordinance #01, Series of 2026, providing a description of the proposed amendments to Section 26.510.120 – *Policies regarding signage on public property*. A full redlined version of the proposed code amendments is attached to this memorandum as Exhibit A of Ordinance #01, Series of 2026

- Remove references to these code sections in the introductory paragraph of the Section

- Relocate Section 26.510.120(c) - *Banners and Flags on Main Street Light Posts* and Section 26.510.120(f) - *Signs Across Main Street at Third Street* to Title 21- *Streets, Sidewalks, and other Public Places* and Title 29 - *Engineering Design Standards*

Section - 29.01 – [IN GENERAL]

The following discussion reflects the format of Ordinance #02 Series of 2026, providing a description of the proposed amendments to Sections 29. A full redlined version of the proposed code amendments is attached to this memorandum as Exhibit A of Ordinance #02, Series of 2026.

City Council approves the following objectives for code amendments within Section 29.01 – *[GENERAL],* as redlined in Ordinance #02 Exhibit A:

1. Add language pertaining to the Engineering Design Standards to reference the Banner Standards document to be posted on the City of Aspen website and adopted by the Engineering Department.

    a. Add 'Banner Standards' in the description of the purpose paragraph. (Section 29.01.010 – Purpose and intent).

    b. Add language adopting the Banner Standards (Section 29.01.030 – Adoption of banner standards).

    c. Modify the section names to keep the adoption of Engineering Standards, Banner Standards, and Construction Management Plan requirements grouped together. (Section 29.01.030 – Adoption of construction management plan requirements, Section 29.01.070 – Variances, Section 29.01.080 – Right-of-entry, Section 29.01.090 – Stop work orders, Section 29.01.100 – Violations and penalties, Section 29.01.110 – Violations and penalties not to excuse abatement, and Section 29.01.120 – Reserved).

    d. Modify the section name to keep the adoption of Engineering Standards, Banner Standards, and Construction Management Plan requirements grouped together, and include 'Banner Standards' in the description of the applicability, review authority, and review procedure paragraphs. (Section 29.01.040 – Applicability, Section 29.01.050 – Review authority, and Section 29.01.060 – Review procedure)

Section 21.37 – Flags and banners on light poles and across Main St.

The following discussion reflects the format of Ordinance #02, Series of 2026, providing a description of the proposed amendments to Sections 21. A full redlined version of the proposed code amendments is attached to this memorandum within Exhibit A of Ordinance #02.

City Council approves the following objectives for code amendments within Section 21.37. – *Flags and banners on light poles and across Main St,* as redlined in Ordinance #02:

1. Add language pertaining to the purpose, banner standards, eligibility, size/number/material, cost/fees/procedures, banner permit application, and exceptions as it relates to the Banner Standards.

Section 2.12.051 and 2.12.080 – *Banner Fees*

The following discussion reflects the format of Ordinance #03, Series of 2026, providing a description of the proposed amendments to Sections 2.12.080 and 2.12.051 which will remove Banner Fees from Parks Use and Special Event Fees and relocate them to Section 2.12.051 Engineering Department Fees.

The Fees are also updated to reflect current staff workload and recuperation of costs to administer the program while maintaining reasonable and affordable rates for advertising with non-profits in mind.

1. Remove Flags and Banner fees from Section 2.12.080 – *Parks Use and Special Event Fees*
2. Add Flags and Banner fees to Section 2.12.051 – *Engineering Department Fees*
3. Update Banner fee amounts to accurately reflect the amount of staff time and workload required to administer the program and hang the signs.

Existing Fees

Flags and Banners	
Flags on Main Street/Flag*	$18.00
Banners on Main Street/Banner**	$18.00

Proposed Fees

Flags and Banners	
Main St Single-Side Banner (per banner per week)	$150
Light Poles Fee (30 light poles per week)	$1,200
Late Hang Fee (delivered after noon on Friday)	$100

*In the current code the Flags on Main Street are calculated per flag per week. There are 30 flags and all must be done so the rate is $540 per week for a complete set of flags on all 30 poles ($18*30). Converting to matching quantities the proposed fee goes from $540 to $1,200.

** In the current code the Banner on Main Street is calculated as a double-sided banner per day. Calculated as a single sided banner per week the fee is $63 per week (($18/2)*7). Converting to matching quantities the proposed fee goes from $63 to $150.

The proposed fees were presented to City Council on October 20th, 2025, during an overall discussion of citywide fees. At that time council was supportive of the proposed changes.

FINANCIAL IMPACTS:

Updating the Banner Fees will result in fee collection that recuperates costs for City staff to administer the program and hang the flags and banners. Below is a cost analysis of staff time for the program.

Main Street Banners					
	Rate	Hours Worked	Expense	2025 Fee	2026 Proposed Fee
Engineering Admin	$ 35.00	1	$ 35.00		
Electric Crew Member 1	$ 55.00	1.5	$ 82.50		
Electric Crew Member 2	$ 55.00	1.5	$ 82.50		
Total			**$ 200.00**	**$ 63.00**	**$ 150.00**

Light Pole Flag Installation					
	Rate	Hours Worked	Expense	2025 Fee	2026 Proposed Fee
Engineering Admin	$ 35.00	3	$ 105.00		
Electric Crew Member 1	$ 55.00	10	$ 550.00		
Electric Crew Member 2	$ 55.00	10	$ 550.00		
Total			**$ 1,205.00**	**$ 540.00**	**$ 1,200.00**

The question has been raised whether to waive fees for non-profits. The vast majority of Flag and Banner installations are for non-profits thus there is no reason to waive fees for all non-profits. The fee schedule as updated is a reasonable and affordable rate for advertising with non-profits in mind while still recouping the City's expenses for administering the program. Fees will be waived for government agencies, Sister Cities, and public health and safety messaging.

ENVIRONMENTAL IMPACTS: N/A

ALTERNATIVES: If a majority of Council chooses to pursue a phased approach to the fee increase, with 50% implemented now and the remaining 50% incorporated in 2027, Council may adopt draft language as presented in Ordinance #03, Version B, Series of 2026.

RECOMMENDATIONS: Staff recommends that Council approves Ordinances #01, #02, and #03, Series of 2026, at Second Reading.

CITY MANAGER COMMENTS:

ATTACHMENTS

Ordinance #01, Series of 2026 – Amendments to Section *26.510.120 – Policies regarding signage on public property*

Ordinance #02, Series of 2026 – Amendments to Chapter 21.37 – Streets, Sidewalks and Other Public Places and Amendments to Chapter 29.01 – *[IN GENERAL]*

Ordinance #03, Version A, Series of 2026 – Amendments to Section 2.12.051 and 2.12.080 - Banner Fee Update

Ordinance #03, Version B, Series of 2026 – Amendments to Section 2.12.051 and 2.12.080 - Banner Fee Update COA Banner Standards

Attachment A – Banner Standards

Attachment B – Community Feedback

ORDINANCE #02
SERIES OF 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, AMENDING MUNICIPAL CODE TITLE 21.37 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES – FLAGS AND BANNERS ON LIGHT POLES AND ACROSS MAIN ST, AND AMENDING TITLE 29 – ENGINEERING DESIGN STANDARDS, TO INCLUDE STANDARDS FOR BANNERS AND FLAGS ON MAIN STREET LIGHT POSTS AND SIGNS ACROSS MAIN STREET AT THIRD STREET.

WHEREAS, at present, the language pertaining to flags and banners to be hung on light poles on Main Street and across Main Street are combined with all public signage in Section 26.510.120 - *Policies regarding signage on public property*; and,

WHEREAS, at a regular meeting on September 9, 2025, the Aspen City Council ("Council") adopted Policy Resolution #118, Series of 2025, which approved the policy objective of amending the City of Aspen Land Use Code Section 26.510.120 - *Policies Regarding Signage on Public Property* to remove from Title 26 the language on flags and banners on and above Main Street; and,

WHEREAS, pursuant to Section 26.310.020, and the adopted policy objective, the Community Development Director recommends Council consider deleting Section 26.510.120(c) - *Banners and Flags on Main Street Light Posts*, and (f) – *Signs Across Main Street at the Third Street* from the Land Use Code, and adding the substantive portions of such provisions to the Engineering code as these two sign types are within the right-of-way; and,

WHEREAS, provisions of Section 26.310.020(c) and (f) that pertain to design material, size, standards, and policy will be placed within Chapter 21.37, as well as within the Banner Standards document to be added to Chapter 29.01, pursuant to this Ordinance #02, Series of 2026; and,

WHEREAS, the proposed ordinance demonstrates all amendments via strikethroughs for terms to be removed from the Municipal Code and additions in red text; and,

WHEREAS, the proposed ordinance allows for minor changes to material, size, and process to be implemented without future Municipal Code ordinances; and,

WHEREAS, at a regular meeting on February 10th, 2026, City Council by a five to zero (5-0)vote, approved Ordinance #02, Series of 2026 on First Reading; and,

WHEREAS, at a regular scheduled meeting and properly noticed public hearing on March 10th, 2026, Council heard a presentation from City Staff, considered public comment, and, City Council by a XX to XX (X-X), approved Ordinance #02, Series of 2026 on Second Reading; and,

WHEREAS, the Council finds that the adoption of this Ordinance is necessary for the preservation of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, THAT:

Section 1: Amendment to Chapter 29.01 – [IN GENERAL]

City Council approves the following objectives for code amendments within Section 29.01 – *[GENERAL],* as redlined in Exhibit A:

1. Add language pertaining to the Engineering Design Standards to reference the Banner Standards document to be posted on the City of Aspen website and adopted by the Engineering Department.
2. Add 'Banner Standards' in the description of the purpose paragraph. (Section 29.01.010 – Purpose and intent).
3. Add language adopting the Banner Standards into the Engineering Design Standards (Section 29.01.030 – Adoption of banner standards). (Adopted by but located separately from the Municipal Code.)
4. Modify the section names to keep the adoption of Engineering Standards, Banner Standards, and Construction Management Plan requirements grouped together. (Section 29.01.030 – Adoption of construction management plan requirements, Section 29.01.070 – Variances, Section 29.01.080 – Right-of-entry, Section 29.01.090 – Stop work orders, Section 29.01.100 – Violations and penalties, Section 29.01.110 – Violations and penalties not to excuse abatement, and Section 29.01.120 – Reserved).
5. Modify the section name to keep the adoption of Engineering Standards, Banner Standards, and Construction Management Plan requirements grouped together, and include 'Banner Standards' in the description of the applicability, review authority, and review procedure paragraphs. (Section 29.01.040 – Applicability, Section 29.01.050 – Review authority, and Section 29.01.060 – Review procedure)

Section 2: Section 21.37 – Flags and banners on light poles and across Main St.

City Council approves the following objectives for code amendments within Section 21.37. – *Flags and banners on light poles and across Main St,* as redlined in Exhibit B:

1. Add language pertaining to the purpose, banner standards, eligibility, size/number/material, cost/fees/procedures, banner permit application, and exceptions as it relates to the Banner Standards.

Section 3:
Any scrivener's errors contained in the code amendments herein, including but not limited to mislabeled subsections or titles, may be corrected administratively following adoption of the Ordinance.

Section 4:
This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the resolutions or ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior resolutions or ordinances.

Section 5:
If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 6:
A public hearing on this ordinance was held on the 10th day of March, 2026, at a meeting of the Aspen City Council commencing at 5:00 p.m. in the City Council Chambers, Aspen City Hall, Aspen, Colorado, a minimum of fifteen days prior to which hearing a public notice of the same shall be published in a newspaper of general circulation within the City of Aspen.

INTRODUCED, READ, AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 10th day of February 2026.

ATTEST:

_____	_____
Nicole Henning, City Clerk	**Rachael Richards, Mayor**

FINALLY, adopted, passed and approved this 10th day of March, 2026.

_____

Rachael Richards, Mayor

ATTEST:

_____

Nicole Henning, City Clerk

APPROVED AS TO FORM:

_____

Katharine A. Johnson, City Attorney

EXHIBITS

A – Chapter 29.01 – *[IN GENERAL]*, Redlines

B – Chapter 21.37 – *Flags and Banners on Light poles and across Main Street*, Redlines

Exhibit A to Ordinance #02, Series of 2026

TITLE 29 – ENGINEERING DESIGN STANDARDS
Chapter 29.01 – [IN GENERAL]

Chapter 29.01. - [IN GENERAL]

Sec. 29.01.010. - Purpose and intent.

The purpose of this Chapter is to ensure development in the City of Aspen meets minimum engineering standards. It is the City's intent to establish Engineering Standards, Banner Standards, and Construction Management Plan Requirements that will ensure the public health, safety and welfare, preserve the community aesthetic, and promote efficient development within the City limits of Aspen.

Sec. 29.01.020. - Adoption of engineering standards.

Pursuant to the powers and authority conferred by the Charter of the City, there is hereby adopted and incorporated herein by reference as if fully set forth those standards contained in the Engineering Standards, as may be amended from time to time by City Council Resolution. At least one (1) copy of the Engineering Standards shall be available for public inspection at the Community Development Department, the Engineering Department and the City of Aspen's website.

Sec. 29.01.030. - Adoption of banner standards.

Pursuant to the powers and authority conferred by the Charter of the City, there is hereby adopted and incorporated herein by reference as if fully set forth herein, those standards contained in the Banner Standards, as may be adopted and amended from time to time by City Council Resolution. At least one (1) copy of the Banner Standards shall be available for public inspection at the Community Development Department, the Engineering Department and the City of Aspen's website.

~~Sec. 29.01.030.~~ Sec. 29.01.040. **- Adoption of construction management plan requirements.**

Pursuant to the powers and authority conferred by the Charter of the City, there is hereby adopted and incorporated herein by reference as if fully set forth those regulations contained in the Construction Management Plan Requirements Manual, as may be amended from time to time by the City Engineer. At least one (1) copy of the aforementioned Manual shall be available for public inspection at the Community Development Department, the Engineering Department and on the City of Aspen's website.

~~Sec. 29.01.040.~~ Sec. 29.01.050**. - Applicability.**

This Chapter applies to all construction, development, redevelopment, modifications and additions to existing developments, any work within the right-of-way, and Title 26 development applications and plats, annexations and vacations.

Unless specifically exempted, the provisions of this Chapter shall supplement any and all existing laws and shall apply to all persons, without restriction, and to conditions arising after the adoption thereof, to conditions not legally in existence at the time of adoption of this title, and to conditions which, in the opinion of the city engineer or designee, constitute a distinct hazard to life or property.

The Engineering Standards, Banner Standards, and Construction Management Plan Requirements provide policies and design guidelines to city agencies, design professionals, private developers, and community groups for residential and commercial development that ensure the public welfare, preserve the community aesthetic, and promote efficient development within the City limits of Aspen.

The City of Aspen shall use the policies, criteria and information including specifications and standards in the latest edition of the Engineering Standards, Banner Standards, and Construction Management Plan Requirements for the proper implementation of the requirements of this Title. The Engineering Standards, Banner Standards, and Construction Management Plan Requirements may be periodically amended as necessary to provide additional clarity or to reflect procedural revisions or changes in construction or engineering practices. Such revisions to these standards or requirements may consist of either "procedural" revisions or "technical" revisions. Any other amendments to the Engineering Standards, Banner Standards, and Construction Management Plan Requirements shall be adopted by City Council Resolution. Examples include revisions that are considered major changes, changes in law and changes that will cause significant increased cost or controversy.

~~Sec. 29.01.050.~~ Sec. 29.01.060. **- Review authority.**

The City Engineer, or designee, is authorized to make and enforce the rules and regulations contained in the Engineering Standards, Banner Standards, and Construction Management Plan Requirements in order to carry out the intent of the standards and requirements of this Title. Where no specific or applicable rules, regulations, or standards appear to be set forth in the Engineering Standards, Banner Standards, Construction Management Plan Requirements, or other rules, regulations, standards, guidelines, and recommended practices, as published by professional associations, technical organizations, model code groups, and similar entities, may be used by the City for guidance.

~~Sec. 29.01.060.~~ Sec. 29.01.070. **- Review procedure.**

(a)

Review process. The City Engineer shall have the authority on behalf of the City of Aspen to determine that all design and construction is completed to a level that is equal to or exceeds the requirements set forth in this Chapter, the Engineering Standards, Banner Standards, and the ~~and~~ Construction Management Plan Requirements.

~~Sec. 29.01.070.~~ Sec. 29.01.080. **- Variances.**

(a)

Authority. The City Engineer may grant variances to the Engineering standards. Variances are deviations from the terms of this Chapter which would not be contrary to the public interest.

(b)

Standards. In order to authorize a variance from the Engineering standards or construction management regulations, the following standards shall be met:

(1)

There exist practical difficulties and unnecessary hardships inconsistent with the purpose and intent of the Engineering standards.

(2)

The issuance of a variance shall not compromise the safety of a site or structure.

(c)

Application. Requests for variances from the standards, policies or submittal requirements of this document shall be submitted in writing with appropriate documentation and justification to the City Engineer. An application for a variance from the Engineering standards shall include, at a minimum, the following information:

(1)

The criteria from which the applicant seeks a variance.

(2)

A written justification outlining why the criterion cannot be met.

(3)

An alternate criteria or standard that is proposed to comply with the intent of the criteria from which the variance is sought.

(4)

Supporting documentation, including necessary calculations, etc.

(5)

An explanation of any potential adverse impacts of the proposed variance to adjacent landowners.

(6)

An analysis of the variance request must be signed and stamped by a Professional Engineer licensed in the State of Colorado.

Upon receipt of a complete application for a variance, the City Engineer shall prepare a statement, approving, approving with conditions, or denying the variance. During the course of reviewing the requested variance, the City Engineer may request additional information needed to make a decision. The City Engineer may also request modifications of the proposed variance.

(d)

Expiration. Except as otherwise established in this Title or through vesting of a site specific development plan pursuant to Title 26, a variance granted under this Chapter shall automatically expire after twelve (12) months from the date of approval unless a building permit application submittal is accepted by the Chief Building Official.

The City Engineer may grant an extension to an approved variance. All requests for extensions must be submitted prior to the expiration of the variance, must demonstrate good cause showing the extension is necessary, and must demonstrate that the circumstances for granting the variance are still applicable.

(e)

Appeals. An applicant may appeal a variance decision pursuant to Section 29.02.110, Appeals.

~~Sec. 29.01.080.~~ Sec. 29.01.090. **- Right-of-entry.**

Upon presentation of his or her credentials, the City Engineer or his or her duly authorized representative may enter at any reasonable time any building, structure or premises in the City that is the subject of an active building permit to perform any duty imposed upon him or her by this Code.

~~Sec. 29.01.090.~~ Sec. 29.01.100. **- Stop work orders.**

Whenever any construction or other work is being performed contrary to this Code the City Engineer shall order the work stopped by notice in writing served on any person engaged in the doing or causing of such work to be done. It shall be unlawful for any person to fail or refuse to obey such order. Each day that one so notified, or any other person who can reasonably be

expected to be informed of the notice, fails to comply with the order shall constitute a separate offense.

~~Sec. 29.01.100.~~ Sec. 29.01.110. **- Violations and penalties.**

Any person violating any provision of this Chapter may be punished by a fine, imprisonment or both a fine and imprisonment, as set forth in Section 1.04.180 of this Code. Each day any violation of this Chapter shall continue shall constitute a separate offense.

~~Sec. 29.01.110.~~ Sec. 29.01.120**.** **- Violations and penalties not to excuse abatement.**

The application of any penalty under this Chapter shall not constitute the condoning or legalizing of any prohibited condition or prevent the abatement or enforced removal of such condition by any lawful means available to the city.

~~Sec. 29.01.120.~~ Sec. 29.01.130. **- Reserved.**

Exhibit B to Ordinance #02, Series of 2026

Chapter. 21.37. – Flags and Banners on Light Poles and Across Main St.

Section 21.37.010. *Purpose.*

Banners and flags hung from light poles have traditionally been permitted to further a variety of interests, such as to celebrate special events of community interest. The purpose of these policies and regulations is to clarify the manner of displaying banners or flags hung from the City-owned light posts and across Main Street at Third Street.

Section 21.37.020 *Banner Standards.*

Banners and flags displayed on light poles or spanning Main Street should comply with the Banner Standards as adopted pursuant to section 29.01.030. Except as specifically set forth herein, Banner Standards shall set forth eligibility, size and material specifications, and applicant procedure. At least one (1) copy of the Banner Standards shall be available for public inspection at the Community Development Department, the Engineering Department and the City of Aspen's website. Banner Standards may be amended from time to time by Resolution of the City Council.

Section 21.37.030 *Eligibility.*

Only City owned banners are permitted to go on light posts or across Main St.

Section 21.37.040. *Size/Number/Material.*

Banner Standards shall set forth flag and banner size, number, and material specifications.

Section 21.37.050. *Copy.*

The City reserves the right to request changes to the design, color or copy if necessary to comply with terms of this Chapter.

Section 21.37.060 *Cost/Fees/Procedures.*

The cost of installation is outlined in the current fee schedule as amended from time to time, and must accompany the application form and be reviewed in the Engineering department thirty (30) days prior to the date the banner will be hung. All organizations will be charged the same rate, accordingly. For the duration of the application process, ownership of the banners shall be transferred to the City of Aspen.

Section 21.37.070 *Banner Permit Application.*

A banner permit application must be obtained from the Engineering department and completed by the party making the request and submitted to the Engineering department no less than thirty

(30) days prior to the date requested to hang the banner. The exact legend of the banner must be indicated in writing (see specific area on application form). Sponsors are advised that banners are most visually effective when kept simple: i.e., event, date organization and logo.

Section 21.37.080

Exceptions. Any exceptions from the above requirements shall require City Council review and approval.

CITY OF ASPEN

Banner Standards

Main Street Banners & Light Pole Flags

Contents

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Overview

The objective of the City of Aspen's *Banner Standards* is to define requirements for the City run Banner Program. The Standards define policies and allowances for banners and flags.

The term "Banners" refers to banners located on wire lines running across Main St near the Third St intersection. The term "Flags" refers to all flags placed on City-owned light posts.

The City of Aspen provides space for banners across Main Street with the intent of advertising events for non-profit organizations.

The banners over Aspen's Main Street have a long history in Aspen. Banners were first placed over the City's Main Street in the 1950s and have been continually placed over Main Street at the same location continuously since then. Flags and banners hung around town have traditionally served a variety of interests, such as to celebrate special events of community interest.

Any exceptions to the requirements listed in these standards must be approved by the City of Aspen City Engineer.



Figure 1: Banners Crossing Main St

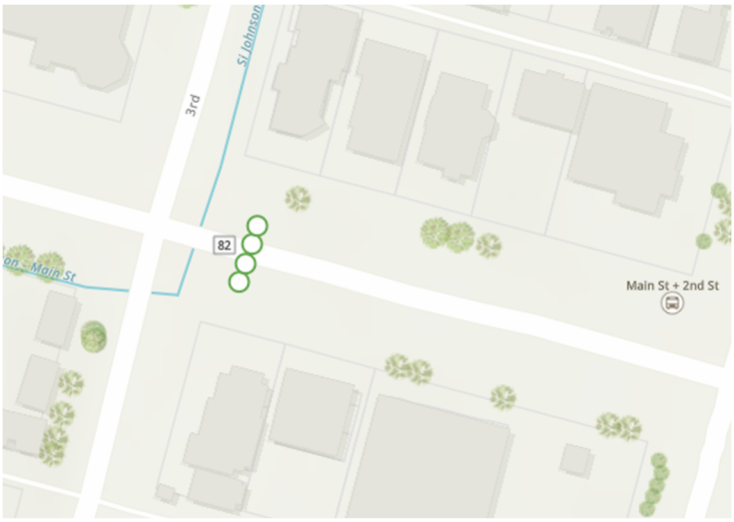


Figure 2: Banners Crossing Main St Location



Figure 3: Flag on Light Post

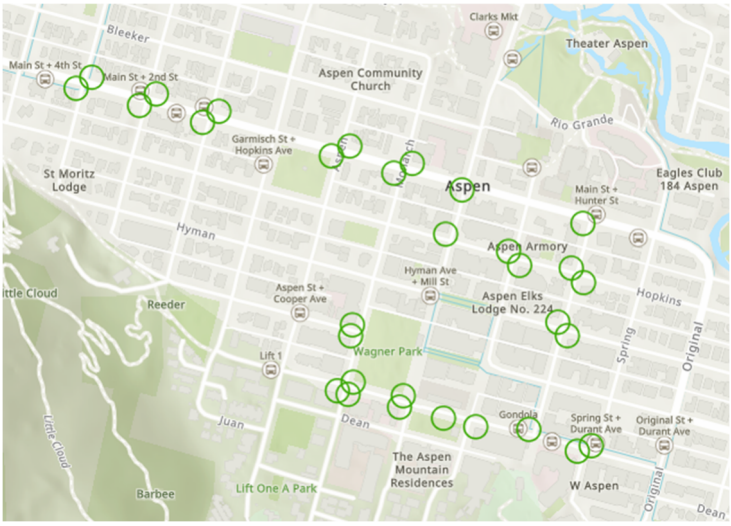


Figure 4: Flags on Light Posts Locations

Eligibility

The City of Aspen provides space for banners across Main Street and flags on light posts with the intent of advertising events for non-profit organizations. The following criteria must be met for any banner or flag hung across Main Street or placed on City owned light posts.

1. No commercial advertising will be allowed, except in cases where a sponsoring entity's name is part of the name of an event. In such cases, the organization promoting the event may not construct the banner such that sponsoring entity's commercial name is the most overwhelming aspect of the banner and the sponsor's name and logo shall be no more than thirty percent (30%) of area of the sign.

2. Displayed events must be within the community or immediately adjacent.

3. No QR code, telephone number, address, website URL, or email address allowed.

4. No political advertising of any kind shall be permitted.

5. No inappropriate language or symbolism is allowed. The City of Aspen reserves the right to refuse or take down any flags or banners deemed inappropriate.

6. Any temporary sign which extends over or onto a public right-of-way shall be erected and maintained in such a manner as to not interfere with or obstruct access, activity, or vision along any such public right-of-way.

7. Only banners and flags submitted by the City of Aspen, non-profit organizations, or community wide event coordinators will be approved.

8. Any entity that wishes to display a banner must convey ownership of that banner to the City for the duration of the display time. Applicants shall provide the banner/flags. Once delivered to the City of Aspen the banners/flags ownership is conveyed to the City of Aspen.

9. The City reserves the right to request changes to the design, color, or copy to assist the applicant in complying with the policies set in place.

Process

1.1 Reservation Priority and Time Frames

Reservations will open each year on the first business day in November for the upcoming year.

Applicants are required to submit an application via the COA Salesforce Portal at least three (3) months prior to the event. See attached appendix for Salesforce application instructions. The application shall show the dimensions, design and colors of the proposed banners or flags.

Spaces are reserved on a first-come-first-served basis with preference as follows:

- City sponsored events shall be prioritized over other applicants.
- Non-profit events within Aspen which are free to the public;
- Free community events taking place within Aspen sponsored by a non-profit;
- Non-profit events that take place in Aspen and charge a fee for participation;
- Free community events sponsored by other than a non-profit taking place within Aspen;
- Events taking place outside of the City are considered last.

The length of time that a banner is to be hung is not guaranteed and may be shortened at the discretion of the City. Based on his/her judgment as to the best interest of the City, the Engineering Department may determine which banners are to be given priority when there are multiple requests for the same time period.

Only single-sided banner spaces are available. During peak demand spaces will be allocated to serve as many community organizations as possible.

Flag placement may be required to alternate light posts with other organizations if multiple requests are submitted for the same time duration.

1.1.1 Display Duration

Banners and flags may be hung in the duration of either 7 or 14 days starting and ending on Mondays.

The display of banners and flags shall not exceed fourteen (14) days or the duration of the event, whichever is less. Reservations for the 14-day allowed period may not be booked back-to-back.

Banner and flag approvals are not guaranteed and will only be hung upon availability of the Electric and/or Parks Department staff. The length of time that a banner is to be hung is not guaranteed and may be shortened at the discretion of the City.

1.2 Application

Applicants shall apply through the COA Salesforce Portal. See attached instructions on how to register for Salesforce and apply.

The following information is required in the application:

- Name of Organization
- Contact Person
- Contact Person Email Address
- Contact Person Phone Number
- 501c3 Non-Profit Number
- Dates requesting banner to be displayed (Monday to Sunday)
- Description of Banner/Flag Display
    - It was found that banners are most visually effective when kept simple; i.e., event, date, organization and logo.

Applicants are responsible for obtaining their own banners and flags and delivering them to the City of Aspen for hanging.

1.3 Fees and Payment

Refer to Title 2.12.051 of the municipal code for current banner fee rates.

Banners will not be hung if payment is not received.

Payments are non-refundable if the size, material or mounting systems are not aligned with the City of Aspen standards.

If there is any damage caused to flags or banners, there will be no refunds issued. The City of Aspen is not responsible for any maintenance of the flags and banners beyond installation and removal.

Payment shall be made via the Salesforce portal or via check delivered to the Engineering Department at City Hall, 427 Rio Grande Pl. Refer to the Salesforce instruction manual for online payments.

1.4 Banner/Flag Drop Off and Pick Up

Drop Off

Flags or banner shall be delivered to the 'drop off' bin at the Electric Department at 219 Puppy Smith St, Aspen, CO 81611, by Friday at noon prior to installation. Upon drop off all flags and banners are deemed the sole property of the City of Aspen. A late fee will be imposed if banners/flags are not delivered on time. Late drop-offs of banners and flags will be hung based on availability of City of Aspen staff and there is no guarantee that flags dropped off after Friday will be displayed.

Pick Up

The applicant may request that once flags or banners have been removed, that the applicant may regain ownership by picking up the banners or flags from the 'pick up' bin at the Electric Department within 7 days of the end of the display. If the banners or flags are not picked up within this time frame, the City of Aspen may dispose of or use the banners or flags in any manner it sees fit. The applicant is deemed to waive any objections to or claims regarding the City's disposal or use of the flags or banners.

State Highway 82 - Colorado Revised Statutes

The following Colorado Revised Statutes (C.R.S.) speak to policies for banners and flags displayed within municipalities.

C.R.S. Section 43-2-135 describes jurisdiction of streets in municipalities that also serve as state highways. That section states in pertinent part:

> *(1) The jurisdiction, control, and duty of the state, cities, cities and counties, and incorporated towns with respect to streets which are a part of the state highway system is as follows:*
>
> *(a) The city, city and county, and incorporated town shall exercise full responsibility for and control over any such street beyond and including the curbs and, if no curb is installed, beyond the traveled way, its contiguous shoulders, and appurtenances; except that the regulation and control of driveways shall be subject to the provisions of section 43-2-147.*
>
> *(b) The department of transportation has authority to prohibit the suspension of signs, banners, or decorations above the portion of such streets between the curbs or portion used for highway purposes up to a vertical height of twenty feet above the surface of the roadway.*

City banners are placed above the 20-foot requirement thus complying with C.R.S Section 43-2-135.

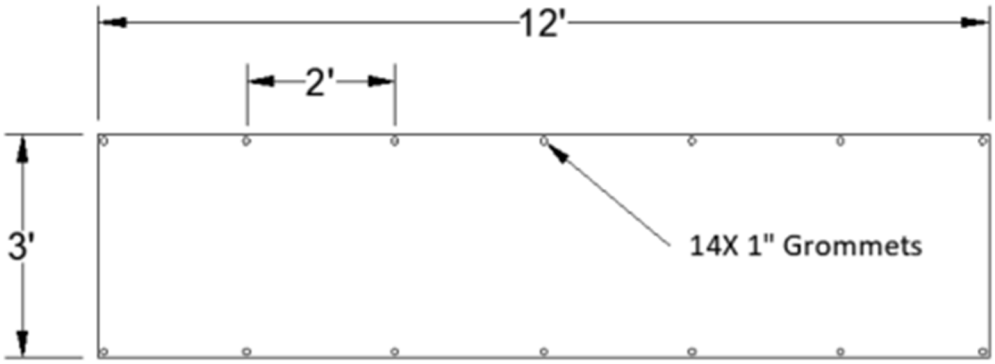
Furthermore, the Banner Program is consistent with the declarations within the purpose and intent statement of CRS Section 43-1-402(1)(a) the Outdoor Advertising Act ("Act"), including all of the following subsections:

> *(III) Promotion of the recreational value of public travel;*
>
> *(IV) Promotion of public pride and spirit both on a statewide and local basis;*
>
> *(V) Preservation and enhancement of the natural and scenic beauty of this state;*
>
> *(VI) Broadening the economic well-being and general welfare by attracting to this state tourists and other travelers;*
>
> *(VII) Providing the traveling public with information as to necessary goods and services in the immediate vicinity of the traveler;*
>
> *(VIII) Protection and encouragement of local tourist-related businesses for the general economic well-being of this state;*

The events that the City promotes are important to the City and the traveling public consistent with the intent and purpose of the Act. The banners displayed are owned by the City of Aspen and are considered by the City as promoting all the goals set forth above, providing notice of important local events and welcoming our visitors.

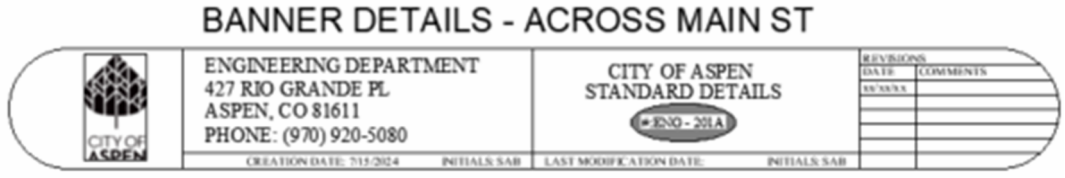
Banners Across Main Street Specifications

All banners must meet the City's specifications for size, material, and mounting. Banners shall be twelve feet wide and three feet tall to be compatible with mounting system on the across Main St. Banners shall include 14 grommets extending 24" apart along the top and bottom. Banners must be made of a woven mesh material and single sided. Any submitted banners made of air impermeable plastic, or any other materials are not allowed. Reference the Banner Specification Diagram below for additional details.



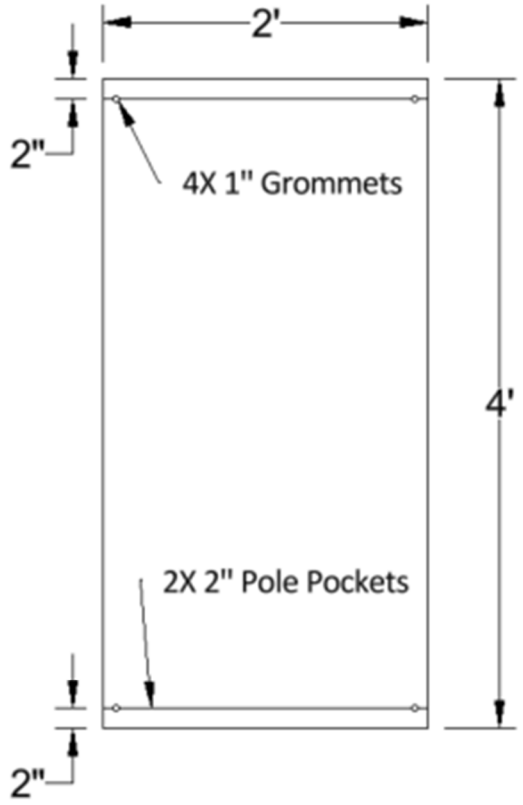
NOTES:

-1" diameter grommet placement in each corner and every 2' along the top and bottom are required
-Only a breathable mesh banner material will be acceptable
-Banner shall be single sided only



Flags on Light Posts Specifications

All proposed flags must meet the City's specifications for size, material, and mounting. Flags shall be two feet wide and four feet tall to be compatible with mounting system on the light posts. Flags may be made of a vinyl or woven mesh material including 2 pole pockets at the top and bottom with 4 grommets located in each corner. Reference the Flag Specification Diagram below for additional fabrication details.



NOTES:

-1" diameter grommet placement in each corner is required
-2" wide pockets on top and bottom are required
-Vinyl or mesh material will be acceptable
-Banner may be single sided or double sided

FLAG DETAILS - LIGHT POSTS

CITY OF ASPEN

ENGINEERING DEPARTMENT
427 RIO GRANDE PL
ASPEN, CO 81611
PHONE: (970) 920-5080

CITY OF ASPEN
STANDARD DETAILS

REVISIONS
DATE | COMMENTS

CITY OF ASPEN

Salesforce Application

Banner Permit Manual

The City of Aspen Banner Program now processes all banner applications through its permitting portal. This manual provides a comprehensive overview of the application process to support successful submission.

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1. Introduction

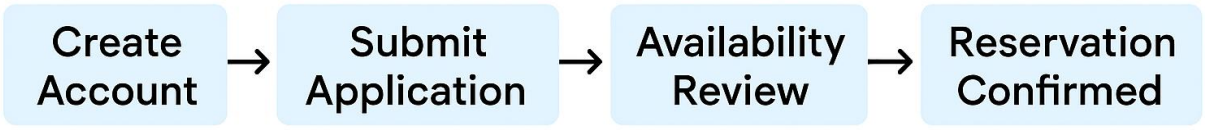
1.1 Overview

The City of Aspen Banner Program now processes all banner applications through its permitting portal, enabling improved tracking of reservations and streamlined payment options. This manual provides a comprehensive overview of the application process to support successful submission.

1.2 What is the Aspen Permit Portal

The Aspen Permit Portal is a secure, web-based system built on Salesforce that enables City staff to efficiently manage permit applications. It provides a centralized view of application history, supporting timely reviews, and responsive customer service.

1.3 Applicant Process



2. New User

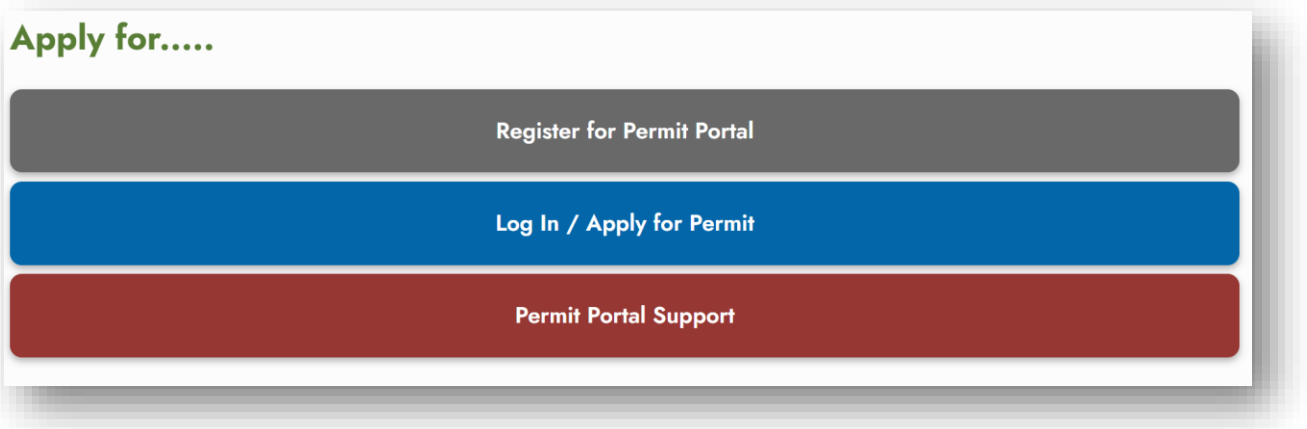
2.1 Accessing the Permit Portal

The applicant portal can be accessed through the City of Aspen webpage

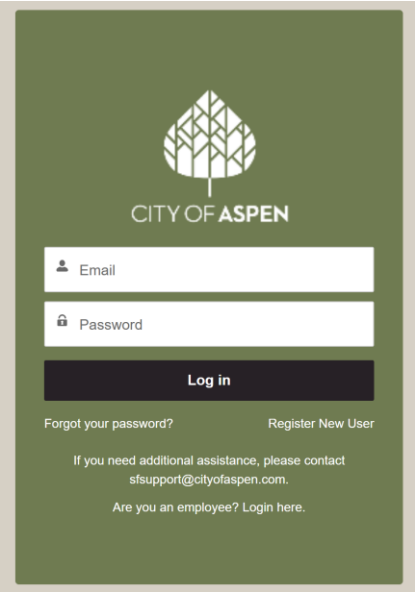
https://aspen.gov/1578/Apply-for

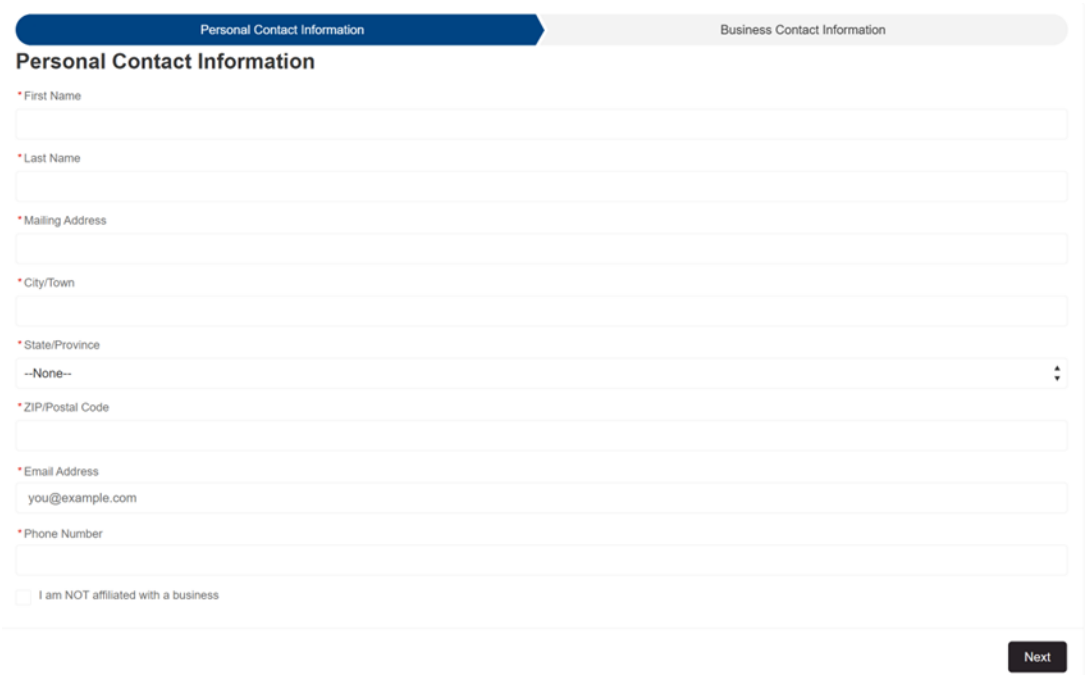
2.2 Creating an Account

Select “register for permit portal” from the following badges:



Click “Register New User”





Complete the required fields and click “Next”

Once all fields are completed. You will need to wait 24-48 hours for your account to be created. All updates will be sent to the email you used at registration.

You will have access to login to your account once you have received an email confirmation.

3. Submitting an Application/Permit

3.1 Application Status Overview



3.2 Permit Status Definitions

Draft Application: application has not yet been submitted and only the applicant can view it

New Application: Application has been submitted and has entered the Engineering's queue

Application Completeness review: Application has been removed off the queue and is being reviewed.

Complete Pending Submittal Fees: The requested time for the reservation is available and the application requires payment before moving forward

Issued: Payment has been received and reservation can now be confirmed

Closed/Final: The reservation has been fulfilled no further action required from applicant

or staff.

Canceled: Application process stopped

3.3 Filing out the application

The application will require the following categories to be filled out in the following order:

Applicant Details: Allows applicant to attach application to a company

Permit Contacts: This section is for adding contacts related to your permit application so that they may have direct access to this record.

Permit Basics: Capture details of the reservation (ex: nonprofit, banner type, display date, description)

Submissions: Upload supporting documents for your reservation

Attestation: Electronic confirmation that you have read and agreed to the terms of the application policies

3.4 Document Submissions

The City of Aspen Engineering staff will need the following to fully review your banner application:

Proof of design: An image depicting the details to be printed on the banner: name of event, date, organization, logo

If your organization is a non-profit you will need to submit proof of your organization and provide the 501c3 non-profit number

Prior to finalizing your design, please review our Banner Standards to ensure it follows the policies and regulations.

4.0 Payments

4.1 Review Fees in Cart

All fees will be accessible for review and payment once your permit application is in the “Complete Pending Submittal Fees” Status. You will not only receive an email from the permitting portal, but it will also be available in your “cart” details in the portal.

4.2 Payment Methods

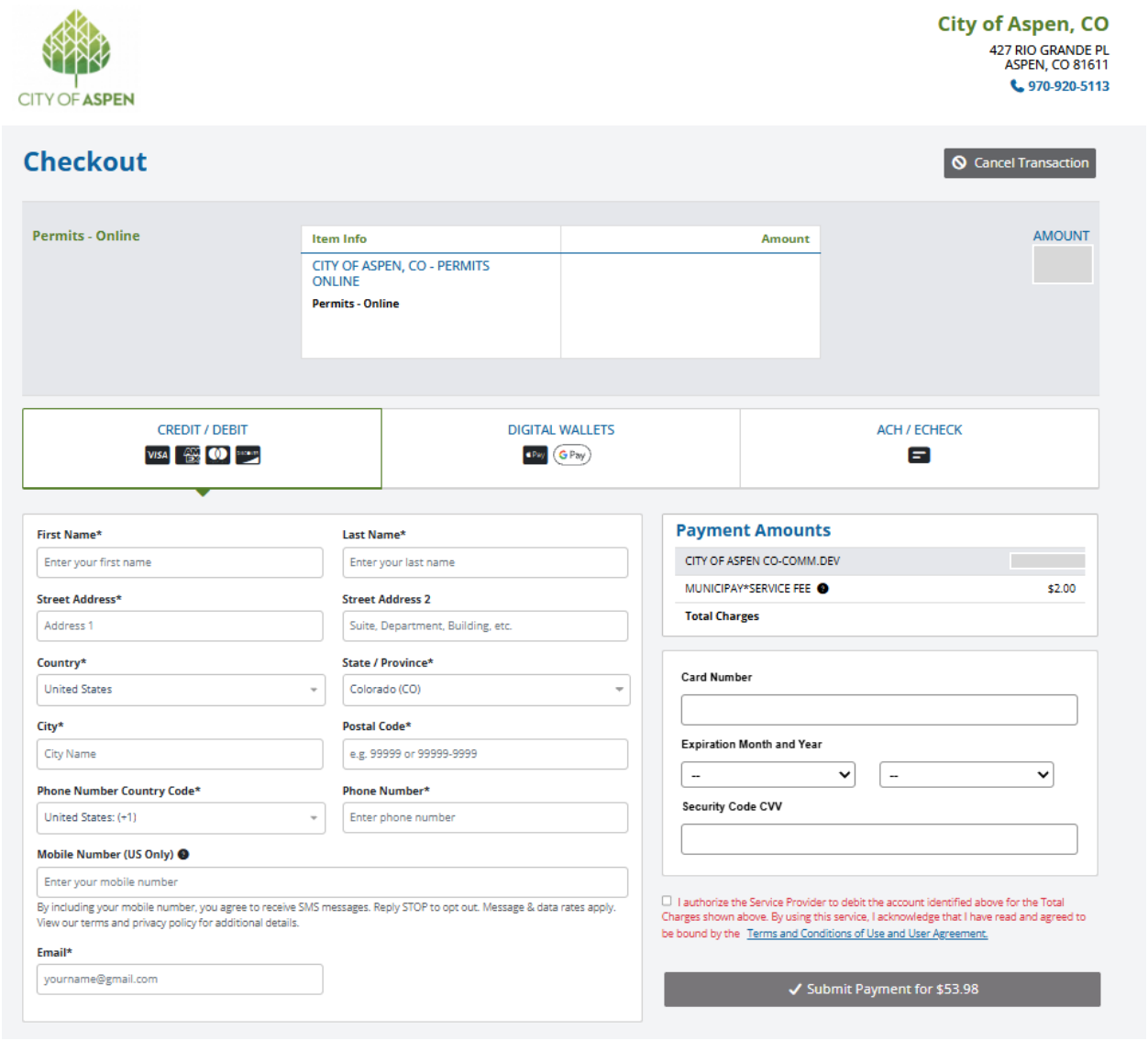
For your convenience, we offer a variation of payment methods, as described below.

Online via Credit Card
Applicants can login into the portal and submit payment online with a credit card. The system will request to capture credit card details and will automatically send an emailed receipt upon payment. The Engineering staff will also be notified of your payment and will continue moving forward with the application process.
**Processing service fee will apply*
**Only applicant listed on the online application will have access for this payment type*

Online via E-Check
Applicants can login into the portal and submit payment online with an e-check. The system will request to capture check details and will automatically send an emailed receipt upon payment. The Engineering staff will also be notified of your payment and will continue moving forward with the application process.
**Processing service fee will apply*
**Only applicant listed on the online application will have access for this payment type*

Over the Phone Credit Card Payment
Applicants can call the Engineering main line (970)920-5080 and speak with the Engineering Banner Program Administrator to pay over the phone using a credit card. The following details will be asked for from the applicant for payment processing: First and Last name, billing address, credit card number, mobile number. The system will automatically send an emailed receipt upon payment. The Engineering staff will also be notified of your payment and will continue moving forward with the application process.
**Processing service fee will apply*

Mailing or Dropping Off a Check
A check can be dropped off or mailed to 427 Rio Grand Place, Aspen CO81611
The check must contain the permit number in the memo for reference. Once received and processed, you will receive an emailed receipt, and the program administrator will move forward with the application process.
**No processing fee*



(preview of the online check out page)

4.3 Receipts

Regardless of the payment method selected, all will trigger an automatic email to be sent from the portal to the applicant's email address. A receipt can be requested at any time by contacting the program administrator.

5.0 Correspondence

5.1 What to Expect

The Online Permitting Portal is automated to send emails and also has the capacity to have a portal messaging system. To ensure that you are acting appropriately on each communication, it will be thoroughly described in this section.

5.2 Different Communications Methods

Salesforce Automated Emails: Sent when application has been modified, notification of action required, confirmation. These emails are sent through the portal and do not require a response.

Salesforce Chatter: An function that allows applicant/internal staff to message directly through the application itself. This is recommended for quick questions or clarifications. If a chatter is received in the application, you will receive an email notification from the system. Do not reply to the email, but rather sign in and locate the application that is being referenced in the chatter

Email the department: If you seek further information please feel free to contact our department by emailing your inquiry to engineeringhelp@aspen.gov or call our main line at (970)920-5080, a staff member will respond within 24hrs

6.0 Support and Resources

The Aspen Permitting Portal support is managed by an internal team.

You can contact us via email at sfsupport@aspen.gov or call 970-920-5065, and we will help you as soon as possible.

You may also find detailed portal help guides on the webpage: https://aspen.gov/1211/Permit-Portal-Support

If you seek further assistance, please feel free to contact our department by emailing your inquiry to engineeringhelp@aspen.gov or call our main line at (970)920-5080, a staff member will respond within 24hrs

Banner Program Public Feedback on Proposed Updates

Name	Organization	Feedback Comment	Response To Comment
Romany Iacono	Pitkin County Public Works	Hi, I support the updates to the banner program, but have a quick question. Our department uses the same vinyl double-sided banner year to year until it falls apart. When will these updates go into effect? Will we be able to use our old banner this year? We have a reservation for May of this year. Thank you!	Thank you for reaching out, and I appreciate your support for the proposed updates to the Aspen Banner Program. At this time, the implementation timeline is still being finalized as we await approval from our council members. We expect to have more clarity on the effective date by the end of February. In the meantime, any reservations confirmed before the new guidelines take effect will be fully honored under the current program—both in materials and pricing. This includes your May reservation, so you are welcome to use your existing vinyl double-sided banner this year. Once the new guidelines are officially in effect, all reservations made after that date will follow the updated standards. However, if a situation arises that may require special consideration, we're happy to review those on a case-by-case basis to ensure the process remains fair and supportive for all departments. Please feel free to reach out if any other questions come up—I'm always happy to help!
Nicole Levesque	Wheeler Opera House	I am aware of the new mesh material. We printed our last banner this way. I would say it's not the best for reading while driving down main street. As for cost/pricing, the cost seems fair and appropriate.	Thank you for your feedback, Nicole. This feedback is very helpful for us to understand how this could affect visiblity of the banners.
Karin Teague	Idependance Pass Foundation	Hello, I'm writing on behalf of the Independence Pass Foundation to offer comments on the proposed changes to the Aspen banner program. Our organization does NOT support the proposed changes, for the following reasons: First, it represents a substantial price increase, more than doubling the cost of a one-sided Main Street banner. Banners are used (primarily?) by local non-profits. We're not sure how this furthers the City's interest in supporting non-profits, their events, and the community they serve. Second, for an organization like ours that puts up a banner in the off-season—mid-May for our annual Ride for the Pass event—there should be no reason why a double-sided banner can't be used. There is plenty of room in mid-May for all possible banners. Third, even if the City recognizes that when there IS room for double-sided banners because of lack of demand, do we now have to pay for two single-sided banners? Which we will also have to pay to fabricate under the new rule? In summary, from a small non-profit's point of view, this rule change significantly increases our costs and decreases (potentially) our exposure, with no discernible benefits. We understand there may be times when competition for banner space is fierce and the desire to accommodate more banners makes sense. But that one-size-fits-all rule doesn't make sense at quiet times. Nor does the price increase align with the desire to accommodate more groups: indeed, it could discourage them. Thank you for your time and consideration.	Hello Karin, Thank you for sharing your feedback on the proposed banner program changes. We appreciate the time you took to outline your concerns and the perspective of the Independence Pass Foundation as a local nonprofit. Your comments regarding costs, the use of single-sided banners, and potential impacts on nonprofit organizations have been noted and will be considered as part of the review process. If you would like more detail on the fee analysis or the factors behind the proposed single-sided banner requirements, please feel free to reach out—we would be happy to go into more specifics and better explain the proposal. Thank you again for reaching out and for your continued work in the community.

Lissa Ballinger	Resnick Bayer Center	Dear City Engineering Department, I am writing to share my concern about the proposed increase in banner prices. Many, if not all, of the organizations using these banners are local non-profits that have already created their budgets for the year. This unexpected expense poses a significant challenge, and as a result, many of us may not be able to continue using the banners. The Bayer Center is very grateful for the opportunity to use these visible spaces to promote our organization and events. I agree with many of the proposed changes (mesh, better system for application, etc.) but the price increase seems excessive. Please note that everything we promote offers free benefits for both locals and visitors. We appreciate the City's efforts in providing this service, but such a drastic price increase would negatively impact our ability to participate. I hope you will reconsider this. Thank you, Lissa	Hi Lissa, Thank you so much for taking the time to share your perspective. We truly appreciate your thoughtful feedback and the important work the Bayer Center does for our community. Your concern about the impact of the proposed price increase on local non-profits is completely valid, especially given that many organizations have already set their budgets for the year. We understand how challenging unexpected cost changes can be and want you to know that this feedback is being taken seriously. The City's goal with the banner program proposal is not to discourage participation, but rather to balance the significant amount of staff time required to administer, install, maintain, and manage the program so that it remains sustainable over the long term. As the program has grown, so have the operational demands, and the proposed changes are intended to better align fees with those realities while continuing to offer a high-quality and reliable service. Thank you again for reaching out and for being part of this conversation. Your comments and perspective will be presented to City Council so they can fully consider your feedback as they review the proposal and make their decision. We truly value hearing from our community partners and appreciate you taking the time to share how these changes may affect your organization
Alix Dana	Aspen Art Museum	Thank you, Jessica! I have passed these proposed changes to the Aspen Art Museum team; they will share their official feedback by your March 2 deadline. In the meantime, I have a question for you: What would this mean for non-profit institutions vs. commercial organizations? Will there be any priority or discounted rate given to non-profits?	Thank you so much for reaching out and for sharing this thoughtful question. We really appreciate the Aspen Art Museum team taking the time to review the proposed changes and engage in the process. Your concern regarding how the proposed fees may affect non-profit institutions versus commercial organizations is completely valid. We recognize that non-profits operate within tight budgets and that banners play an important role in promoting community-focused programming. The City's goal with this proposal is to better balance the amount of staff time and resources required to administer, install, maintain, and manage the banner program so that it remains sustainable over the long term. As participation has grown, so have the operational demands, and the proposed changes are intended to better align the program's fees with those realities while continuing to offer a reliable and high-quality service. Your comments and questions will be included with the feedback presented to City Council so they can fully consider your perspective as they review the proposal and make their decision. We truly value input from community partners like the Aspen Art Museum, and your feedback is an important part of that discussion. Thank you again for engaging with us, and we look forward to receiving your team's official comments by the March 2 deadline.

Rachel Brenneman	Manifest Cimmunication	Thank you for the opportunity to comment on the proposed Banner Program updates. I appreciate the City's efforts to improve installation, durability, and the application process. The transition to mesh banners and the move to the Aspen Permitting Portal appear to be positive steps. As a communications consultant who has placed banners for clients across the valley for more than a decade, I can confirm that installation challenges have been a recurring issue, so these improvements are welcome. My primary concern is the proposed fee increase, especially given that the City of Aspen's annual budget is over $185 million. For nonprofits and small organizations with limited budgets, the doubling of light pole fees is significant. While rates have not changed in many years, an immediate increase of this size could unintentionally limit participation from the community groups that help activate Aspen's streets. The banner program functions as an important community communications tool, helping organizations reach residents and visitors while adding vibrancy to the public realm. If adjustments are necessary, I encourage Council to consider a phased approach with 6–12 months' notice or a stepped increase over time so organizations can plan accordingly. Thank you for your consideration.	Thank you so much for taking the time to share your perspective. We truly appreciate your thoughtful feedback. Your concern about the impact of the proposed price increase on local non-profits is completely valid, especially given that many organizations have already set their budgets for the year. We understand how challenging unexpected cost changes can be and want you to know that this feedback is being taken seriously. The City's goal with the banner program proposal is not to discourage participation, but rather to balance the significant amount of staff time required to administer, install, maintain, and manage the program so that it remains sustainable over the long term. As the program has grown, so have the operational demands, and the proposed changes are intended to better align fees with those realities while continuing to offer a high-quality and reliable service. Thank you again for reaching out and for being part of this conversation. Your comments and perspective will be presented to City Council so they can fully consider your feedback as they review the proposal and make their decision. We truly value hearing from our community partners and appreciate you taking the time to share how these changes may affect your organization

CITY OF ASPEN

STAFF REPORT

TO: Mayor Rachael Richards and Aspen City Council

FROM: Haley Hart, Senior Long-Range Planner, Community Development
Tillie Pines, Planner I, Community Development
Lorena Vargas, Development Services Analyst, Engineering
Simeon Britting, Project Manager I, Engineering

THROUGH: Ben Anderson, Community Development Director
Tricia Aragon, City Engineer
Hailey Roedel, Deputy City Engineer, Engineering

MEETING DATE: March 10, 2026

RE: Second Reading of Ordinances #01, #02, and #03, Series of 2026 – Updates to Banner and Flag Code and Banner Fee Schedule

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Intended Outcome:

Staff requests that Council reviews and approves Ordinances #01, #02, and #03, Series of 2026 at Second Reading.

Ordinance #01 Amendments to the Land Use Code related to Section 26.510.120 – *Policies regarding signage on public property.*

Ordinance #01 contains amendments to the Land Use Code (LUC) that reflect formal Council directive initiated by the Community Development Director from a Regular Meeting on September 9, 2025, that approved Policy Resolution #118, Series of 2025. Two subsections of Section 26.510.120 – *Policies regarding signage on public property* are proposed to be removed from Title 26, with the substantive portion of those subsections relocated in Title 21 and Title 29.

Ordinance #02 Amendments to Municipal Code Title 21 and Title 29

Ordinance #02 moves Banner and Flag language into Title 21 and creates a dedicated Banner Standards document under Title 29 that consolidates and updates standards language. This document will include current specifications for banner size, material, application process, and fees, and can be updated by Engineering as needed without requiring municipal code changes.

Ordinance #03 Amendments to Municipal Code Title 2.12.080 – Parks Department Fees to remove “Flags and Banners” and Amendments to Municipal Code Title 2.12.051 to add “Flags and Banners.”

Ordinance #03 updates the fee schedule for Banners to align with current staff time and workload.

Council is requested to read and approve Ordinances #01, #02, and #03, Series of 2026 at Second Reading.

EXECUTIVE SUMMARY:

The Land Use Code Amendments proposed in Ordinance #01, Series of 2026 were developed in response to Resolution #118, Series of 2025, which gave Staff formal policy direction from City Council to relocate two sections of the Land Use Code as initiated by an interdepartmental Staff working group. The two sections, Section 26.510.120(c) – *Banners and Flags on Main Street Light Posts* and Section 26.510.120(f) – *Signs Across Main Street at Third Street* are currently located in Title 26 - Land Use Regulations. The Engineering Department has oversight of signage in and over the Right of Way including flags, banners, and light posts. Relocating these two code sections would improve the effectiveness between City departments and the Colorado Department of Transportation (CDOT).

The LUC prescribes several steps that must be taken to amend the Code. The Sign amendments were initiated by the Community Development Director and formally directed by City Council during the Regular Meeting on September 9, 2025. Policy Resolution #118, Series of 2025, which was required by the LUC to initiate the formal code amendment process, was passed unanimously by Council on September 9, 2025.

RESPONSE TO AND CHANGES FROM FIRST READING:

At First Reading, Council expressed support for the proposed changes and unanimously approved all three ordinances

Two Council members expressed support for an incremental fee increase rather than a single, immediate adjustment. A majority consensus was not reached on that approach. The reason for this request from Council was because most organizations already have their budgets set for the year and an incremental increase will ease the burden in 2026 and allow more time to plan for the remaining fee increase in 2027.

In response, staff has prepared Ordinance #03 Version A and Ordinance #03 Version B. Version A implements the full fee adjustment in a single step, while Version B phases the increase, with 50% implemented now and the remaining 50% incorporated in 2027. Council may direct staff on which version to codify.

Given the timing of the banner application cycle and current reservation data, staff recommends adopting Ordinance #03 Version A and implementing the full fee adjustment. Reservations for 2026 opened in November of 2025. Most 2026 applications have already been submitted and processed under the current fee structure, and program participants have planned and budgeted

accordingly. Most participants use the program annually for events that happen at consistent times of the year, thus they submit well in advance. Approximately half of all anticipated reservations for 2026 have already been made. By increasing fees incrementally, we will not see the effects until 2028, as once again most 2027 reservations will have 2026 fees assessed when reservations open this November.

As a comparison a quarter-page newspaper ad for a full week would cost $1,200. The cheapest newspaper ad would be 1/8 page for $680 a week. Radio ads run about $33 for 30 second clips. The $150/week rate for a banner is well below other traditional advertising methods for non-profits.

Implementing the full adjustment now provides clarity and consistency and ensures the updated fee structure is in place before the next application cycle begins while providing eight months of heads up for applicants to plan accordingly.

Council also requested additional information regarding banner production using mesh material. This material is available through local production options in Aspen, as well as multiple online vendors capable of meeting the City's specifications. Pricing for mesh banners is comparable to traditional vinyl printing.

Additionally, Council inquired about waiving banner fees for nonprofit organizations. Staff does not recommend this approach, as the majority of organizations participating in the banner program are nonprofits. Waiving fees would significantly reduce program cost recovery. The fee schedule as updated is a reasonable and affordable rate for advertising with non-profits in mind while still recouping the City's expenses for administering the program.

DISCUSSION:

Currently, the banner program is managed by the Engineering Department. However, banner standards are located outside the Engineering Standards, which has led to challenges in maintaining up-to-date information and ensuring users have clear guidance. By relocating the banner code to the Engineering Standards (Title 29.02) and creating a dedicated Banner Standards document, staff can provide detailed content regarding banner size, material, application process, and fees. These updates will include clarifying banner size requirements, changing approved banner materials, updating the fee schedule, and transitioning the application process to the Salesforce permitting system for improved tracking and efficiency. This information will be easily accessible and updated in a timely manner, improving transparency and efficiency for both council and program users. In addition, outdated or redundant provisions currently in Title 26 will be removed to eliminate confusion and ensure consistency across standards.

The proposed 2026 Banner Standards are attached to this staff memo as Attachment A.

The Banner Standards do not change the existing program's eligibility or physical drop off and pick up process. The main change within the new Standards requires banners to be single-sided and made of a mesh material instead of vinyl. Previously double sided was available. This change is due to demand and equity. Single sided banners allow for more availability and the ability to serve more community groups during popular times of the year. The mesh requirement is to allow wind to pass through the banners, reducing structural strain on the cables and entire system. The new standards also make it clear that when an applicant drops their banner off to the City ownership of that banner is conveyed to the City for the duration of the display time. This ownership requirement allows the City to comply with Colorado Revised Statutes regarding displays placed along state highways.

Outreach and Applicant Feedback:

Staff has worked with current applicants to ensure understanding, agreement, and alignment with the new Banner Standards. Applicants agree the new Banner Standards make the process and expectations easier to understand.

An email was sent to all previous applicants in January of 2026 with information on the new standards for mesh single sided banners and the new Salesforce permitting system.

A follow up email was sent to all existing applicants following First Reading to provide an update and an opportunity to provide feedback. A notice was also published in the Community Development Newsletter on March 6th and Public Notice for Second Reading was provided in accordance with Section 26.310.020. - *Amendments to the Land Use Code procedure for amendment*.

After First Reading comments were received from six members of the community. A full list of public comments can be found in Attachment B. The following concerns were brought up along with staff responses in italics.

1. Can vinyl banners be used for installations over the next few months before a mesh banner can be obtained?
    a. *Staff will work with applicants to phase out old vinyl banners over the next few months. Some vinyl may be permitted if it's an existing banner.*
2. Concern that mesh banners are not as visible as vinyl.
    a. *Staff recommends keeping banner language short and simple for best visibility. Banners that follow these guidelines have no visible difference while driving. The strain from vinyl banners catching in the wind on the wiring system and aging trees is causing problems. Mesh banners reduce this stress ensuring the entire rigging system and trees remain structurally sound*.
3. When demand is low organizations would like to use a double-sided banner.
    a. *Organizations will have the option to use two available spots if there is no other demand for the same week.*
4. To reserve two spots organizations will have to pay for two spots instead of a double-sided banner.
    a. *Previously a double-sided banner cost more. So, it is aligned with the policy to pay for two single sided banners. Single-sided expectations and streamlined fees make*

the program stronger, more manageable, more equitable to users, and more sustainable.

5. There is concern about the cost for non-profits to have to purchase new mesh banners.
    a. *Staff recognizes there is a cost associated with obtaining new banners. However, the strain from vinyl banners catching in the wind on the wiring system and aging trees is causing problems. Mesh banners reduce this stress ensuring the entire rigging system and trees remain structurally sound. The change from vinyl to mesh ensures the entire system stays operable for years to come.*
6. Multiple comments were about the fee increase and the desire to keep costs low for non-profits serving the community.
    a. *The fee schedule as updated is a reasonable and affordable rate for advertising with non-profits in mind while still recouping the City's expenses for administering the program.*
    b. *The fees for banner installation has not increased in over a decade. The current 2025 fees result in heavy subsidization from the City. The proposed costs ensure the program pays for itself and staff time is recuperated with fee amounts.*
    c. *Compared to other advertising, such as the newspaper, the banners and flags are much less costly thus keeping nonprofit financial interests in mind. As a comparison a quarter-page newspaper ad for a full week would cost $1,200. The cheapest newspaper ad would be 1/8 page for $680 a week. Radio ads run about $33 for 30 second clips. The $150 rate for banners is well below other traditional advertising methods for non-profits. The $1,200 rate for flags encompasses the amount of staff time to hang a full set of 30 banners.*
    d. *If Council desires to raise fees incrementally Ordinance 03 Version B could be codified which would increase the fees by 50% now and the other 50% in 2027.*

Section 26.510.120 – *Policies regarding signage on public property*

The following discussion reflects the format of Ordinance #01, Series of 2026, providing a description of the proposed amendments to Section 26.510.120 – *Policies regarding signage on public property*. A full redlined version of the proposed code amendments is attached to this memorandum as Exhibit A of Ordinance #01, Series of 2026

- Remove references to these code sections in the introductory paragraph of the Section

- Relocate Section 26.510.120(c) - *Banners and Flags on Main Street Light Posts* and Section 26.510.120(f) - *Signs Across Main Street at Third Street* to Title 21- *Streets, Sidewalks, and other Public Places* and Title 29 - *Engineering Design Standards*

Section - 29.01 – [IN GENERAL]

The following discussion reflects the format of Ordinance #02 Series of 2026, providing a description of the proposed amendments to Sections 29. A full redlined version of the proposed code amendments is attached to this memorandum as Exhibit A of Ordinance #02, Series of 2026.

City Council approves the following objectives for code amendments within Section 29.01 – *[GENERAL],* as redlined in Ordinance #02 Exhibit A:

1. Add language pertaining to the Engineering Design Standards to reference the Banner Standards document to be posted on the City of Aspen website and adopted by the Engineering Department.

    a. Add 'Banner Standards' in the description of the purpose paragraph. (Section 29.01.010 – Purpose and intent).

    b. Add language adopting the Banner Standards (Section 29.01.030 – Adoption of banner standards).

    c. Modify the section names to keep the adoption of Engineering Standards, Banner Standards, and Construction Management Plan requirements grouped together. (Section 29.01.030 – Adoption of construction management plan requirements, Section 29.01.070 – Variances, Section 29.01.080 – Right-of-entry, Section 29.01.090 – Stop work orders, Section 29.01.100 – Violations and penalties, Section 29.01.110 – Violations and penalties not to excuse abatement, and Section 29.01.120 – Reserved).

    d. Modify the section name to keep the adoption of Engineering Standards, Banner Standards, and Construction Management Plan requirements grouped together, and include 'Banner Standards' in the description of the applicability, review authority, and review procedure paragraphs. (Section 29.01.040 – Applicability, Section 29.01.050 – Review authority, and Section 29.01.060 – Review procedure)

Section 21.37 – Flags and banners on light poles and across Main St.

The following discussion reflects the format of Ordinance #02, Series of 2026, providing a description of the proposed amendments to Sections 21. A full redlined version of the proposed code amendments is attached to this memorandum within Exhibit A of Ordinance #02.

City Council approves the following objectives for code amendments within Section 21.37. – *Flags and banners on light poles and across Main St,* as redlined in Ordinance #02:

1. Add language pertaining to the purpose, banner standards, eligibility, size/number/material, cost/fees/procedures, banner permit application, and exceptions as it relates to the Banner Standards.

Section 2.12.051 and 2.12.080 – *Banner Fees*

The following discussion reflects the format of Ordinance #03, Series of 2026, providing a description of the proposed amendments to Sections 2.12.080 and 2.12.051 which will remove Banner Fees from Parks Use and Special Event Fees and relocate them to Section 2.12.051 Engineering Department Fees.

The Fees are also updated to reflect current staff workload and recuperation of costs to administer the program while maintaining reasonable and affordable rates for advertising with non-profits in mind.

1. Remove Flags and Banner fees from Section 2.12.080 – *Parks Use and Special Event Fees*
2. Add Flags and Banner fees to Section 2.12.051 – *Engineering Department Fees*
3. Update Banner fee amounts to accurately reflect the amount of staff time and workload required to administer the program and hang the signs.

Existing Fees

Flags and Banners	
Flags on Main Street/Flag*	$18.00
Banners on Main Street/Banner**	$18.00

Proposed Fees

Flags and Banners	
Main St Single-Side Banner (per banner per week)	$150
Light Poles Fee (30 light poles per week)	$1,200
Late Hang Fee (delivered after noon on Friday)	$100

*In the current code the Flags on Main Street are calculated per flag per week. There are 30 flags and all must be done so the rate is $540 per week for a complete set of flags on all 30 poles ($18*30). Converting to matching quantities the proposed fee goes from $540 to $1,200.

** In the current code the Banner on Main Street is calculated as a double-sided banner per day. Calculated as a single sided banner per week the fee is $63 per week (($18/2)*7). Converting to matching quantities the proposed fee goes from $63 to $150.

The proposed fees were presented to City Council on October 20th, 2025, during an overall discussion of citywide fees. At that time council was supportive of the proposed changes.

FINANCIAL IMPACTS:

Updating the Banner Fees will result in fee collection that recuperates costs for City staff to administer the program and hang the flags and banners. Below is a cost analysis of staff time for the program.

Main Street Banners					
	Rate	Hours Worked	Expense	2025 Fee	2026 Proposed Fee
Engineering Admin	$ 35.00	1	$ 35.00		
Electric Crew Member 1	$ 55.00	1.5	$ 82.50		
Electric Crew Member 2	$ 55.00	1.5	$ 82.50		
Total			**$ 200.00**	**$ 63.00**	**$ 150.00**

Light Pole Flag Installation					
	Rate	Hours Worked	Expense	2025 Fee	2026 Proposed Fee
Engineering Admin	$ 35.00	3	$ 105.00		
Electric Crew Member 1	$ 55.00	10	$ 550.00		
Electric Crew Member 2	$ 55.00	10	$ 550.00		
Total			**$ 1,205.00**	**$ 540.00**	**$ 1,200.00**

The question has been raised whether to waive fees for non-profits. The vast majority of Flag and Banner installations are for non-profits thus there is no reason to waive fees for all non-profits. The fee schedule as updated is a reasonable and affordable rate for advertising with non-profits in mind while still recouping the City's expenses for administering the program. Fees will be waived for government agencies, Sister Cities, and public health and safety messaging.

ENVIRONMENTAL IMPACTS: N/A

ALTERNATIVES: If a majority of Council chooses to pursue a phased approach to the fee increase, with 50% implemented now and the remaining 50% incorporated in 2027, Council may adopt draft language as presented in Ordinance #03, Version B, Series of 2026.

RECOMMENDATIONS: Staff recommends that Council approves Ordinances #01, #02, and #03, Series of 2026, at Second Reading.

CITY MANAGER COMMENTS:

ATTACHMENTS

Ordinance #01, Series of 2026 – Amendments to Section *26.510.120 – Policies regarding signage on public property*

Ordinance #02, Series of 2026 – Amendments to Chapter 21.37 – Streets, Sidewalks and Other Public Places and Amendments to Chapter 29.01 – *[IN GENERAL]*

Ordinance #03, Version A, Series of 2026 – Amendments to Section 2.12.051 and 2.12.080 - Banner Fee Update

Ordinance #03, Version B, Series of 2026 – Amendments to Section 2.12.051 and 2.12.080 - Banner Fee Update COA Banner Standards

Attachment A – Banner Standards

Attachment B – Community Feedback

VERSION A

ORDINANCE #03
SERIES OF 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, AMENDING THE MUNICIPAL CODE OF THE CITY OF ASPEN TO ADJUST MUNICIPAL FEES INCLUDED UNDER SECTION 2.12.051 and 2.12.080 OF THE MUNICIPAL CODE.

WHEREAS, the City Council has adopted a policy of requiring consumers and users of the miscellaneous City of Aspen programs and services to pay fees that fairly approximate the costs of providing such programs and services; and

WHEREAS, the City Council has determined that Flags and Banner fees currently in effect do not raise revenues sufficient to pay for the attendant costs of providing said programs and services, or are set above levels necessary to achieve full reimbursement of costs.

WHEREAS, Banner Fees are administered by the Engineering Department and not the Parks Department.

WHEREAS, at a regular meeting on February 10th, 2026, City Council by a five to zero (5-0) vote, approved Ordinance #03, Series of 2026 on First Reading; and,

WHEREAS, at a regular scheduled meeting and properly noticed public hearing on March 10th, 2026, Council heard a presentation from City Staff, considered public comment, and, City Council by a XX to XX (X-X), approved Ordinance #03, Series of 2026 on Second Reading; and,

WHEREAS, the Council finds that the adoption of this Ordinance is necessary for the preservation of the public health, safety and welfare.

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

Section 1:

That Section 2.12.080 of the Municipal Code of the City of Aspen, Colorado, which section sets forth user fees for the Aspen Parks Department, is hereby amended to read as follows:

Parks Use and Special Event Fees	
Administration Fee	
One-Time Park Rental	$22.00

Reoccuring Park Rental	$90.00
Special Event Permit	$180.00
Park Rental Fee	
Base Rate (hourly)	$32.00
Athletic Field Prep (per athletic season)	$100.00
Add-On Fee: Additional Requested Athletic Paint or Prep Fee (per day)	$45.00
Add-On Fee: Commercial Fee (per day)	$25.00
Day Camp Use fee (annual)	$100.00
Special Event Fee (per day)	
Daily Rate (per park, per day)	$768.00
Commercial Rafting Put-in Fee (per season)	$300.00
Paragliding Fees	
Landing Zone Fee (Per Year)	$50.00
Paragliding Commercial Landing Fee	$2.00
~~**Flags and Banners**~~	
~~Flags on Main Street/Flag~~	~~$18.00~~
~~Banners on Main Street/Banner~~	~~$18.00~~
Mall Space Leasing	
Price (PSF)	$5.00
Filming	
3—10 People	$155.00
11—30 People: Still	$255.00
11—30 People: Video	$360.00
31—49 People: Still	$360.00
31—49 People: Video	$460.00
50 and Over People	$870.00
Tree Fees	
Standalone Tree Removal Permit	$150.00
And per tree	$10.00
Mitigation Fee	$46.00
Parks Development Fees	
Encroachment Review	$180.00
Right-of-Way Review	$210.00
Landscaping/Grading Review (PSF of disturbance)	$0.28
Landscape/Resource Review (PSF of disturbance)	$0.28
Fence Permit Review	$60.00
Roofing Permit Review	$100.00

That Section 2.12.051 of the Municipal Code of the City of Aspen, Colorado, which section sets forth Engineering Department Fees, is hereby amended to read as follows:

Encroachment Fees	
Encroachment License and Application	$722.00
Encroachment Fees (Minor Encroachment < 3 hrs)	$107.00
Vacation Application ($325 / hr for estimated 18 hours)	$6,260.00
Permanent Encroachment Fee (per permit)	$1,000.00
Permanent Encroachment for Earth Retention (per cu.ft./mo.)	$1.40
By commercial operations not associated with construction, including contractors and vendors (PSF/mo)	$5.00
Base cost within the core by commercial operations associated with construction, including contractors and vendors (PSF/mo). Fees increase by 20% for first exception granted, 30% increase for second exception granted, 40% increase for every exception granted thereafter.	$9.00
Outside of the core by commercial operations associated with construction including contractors and vendors (PSF/mo)	$7.00
Right-of-Way Permits	
Solely Sidewalk and Pedestrian Improvements	$749.00
Service Lines and Telecom Utility Trenching - Asphalt Paving (may also include flatwork)	$1,873.00
Main Lines Utility Trenching - (may also include service lines and flatwork)	$2,301.00
Impacted ROW area greater than 5,000 SF (PSF)	$1.61
Critical Public Infrastructure - Submitted by Utility Provider and not associated	$749.00
Landscape and Grading Permit	
Engineering Development Review Fee	See fee schedule
Construction Mitigation Review Fee (as applicable)	See fee schedule
Parks Development Review Fee (as applicable)	See fee schedule
Zoning Hourly Review Fee (as applicable)/hr	$325.00
Construction and Demolition Debris Diversion Fees and Penalties	
Social Cost of Carbon for C&D Materials (per ton)	$495.00
Flags and Banners	
Single-Side Banner Fee (per banner per week)	$150

Light Pole Flags Fee (per flag set per week)	$1,200
Late Hang Fee (delivered after noon on Friday)	$100
Flags and Banners FEE WAIVERS	
Applications submitted for Flags and Banners by Government Agencies, Sister Cities, as well as messages for Public Safety and Health are eligible to have Flags and Banner fees waived.	

Section 2:

Any scrivener's errors contained in the code amendments herein, including but not limited to mislabeled subsections or titles, may be corrected administratively following adoption of the Ordinance.

Section 3:

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

Section 4:

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

Section 5:

A public hearing on this ordinance was held on the 10th day of March 2026, at a meeting of the Aspen City Council at 5:00 p.m. in the City Council Chambers, Aspen City Hall, Aspen, Colorado.

INTRODUCED, READ, AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 10th day of February 2026.

ATTEST:

_____ _____

Nicole Henning, City Clerk **Rachael Richards, Mayor**

FINALLY, adopted, passed and approved this 10th day of March 2026.

Rachael Richards, Mayor

ATTEST:

Nicole Henning, City Clerk

APPROVED AS TO FORM:

Katharine A. Johnson, City Attorney

VERSION B

ORDINANCE #03
SERIES OF 2026

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WHEREAS, Banner Fees are administered by the Engineering Department and not the Parks Department.

WHEREAS, at a regular meeting on February 10th, 2026, City Council by a five to zero (5-0) vote, approved Ordinance #03, Series of 2026 on First Reading; and,

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Zoning Hourly Review Fee (as applicable)/hr	$325.00
Construction and Demolition Debris Diversion Fees and Penalties	
Social Cost of Carbon for C&D Materials (per ton)	$495.00
Flags and Banners	
Single-Side Banner Fee (per banner per week)	$108
Light Pole Flags Fee (per flag set per week)	$900
Late Hang Fee (delivered after noon on Friday)	$50
Flags and Banners FEE WAIVERS	
Applications submitted for Flags and Banners by Government Agencies, Sister Cities, as well as messages for Public Safety and Health are eligible to have Flags and Banner fees waived.	

Section 2:

Any scrivener's errors contained in the code amendments herein, including but not limited to mislabeled subsections or titles, may be corrected administratively following adoption of the Ordinance.

Section 3:

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

Section 4:

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.

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ATTEST:

_____ _____

Nicole Henning, City Clerk **Rachael Richards, Mayor**

FINALLY, adopted, passed and approved this 10th day of March 2026.

_____

Rachael Richards, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____

Nicole Henning, City Clerk **Katharine A. Johnson, City Attorney**

Banner Program Public Feedback on Proposed Updates

Name	Organization	Feedback Comment	Response To Comment
Romany Iacono	Pitkin County Public Works	Hi, I support the updates to the banner program, but have a quick question. Our department uses the same vinyl double-sided banner year to year until it falls apart. When will these updates go into effect? Will we be able to use our old banner this year? We have a reservation for May of this year. Thank you!	Thank you for reaching out, and I appreciate your support for the proposed updates to the Aspen Banner Program. At this time, the implementation timeline is still being finalized as we await approval from our council members. We expect to have more clarity on the effective date by the end of February. In the meantime, any reservations confirmed before the new guidelines take effect will be fully honored under the current program—both in materials and pricing. This includes your May reservation, so you are welcome to use your existing vinyl double-sided banner this year. Once the new guidelines are officially in effect, all reservations made after that date will follow the updated standards. However, if a situation arises that may require special consideration, we're happy to review those on a case-by-case basis to ensure the process remains fair and supportive for all departments. Please feel free to reach out if any other questions come up—I'm always happy to help!
Nicole Levesque	Wheeler Opera House	I am aware of the new mesh material. We printed our last banner this way. I would say it's not the best for reading while driving down main street. As for cost/pricing, the cost seems fair and appropriate.	Thank you for your feedback, Nicole. This feedback is very helpful for us to understand how this could affect visiblity of the banners.
Karin Teague	Idependance Pass Foundation	Hello, I'm writing on behalf of the Independence Pass Foundation to offer comments on the proposed changes to the Aspen banner program. Our organization does NOT support the proposed changes, for the following reasons: First, it represents a substantial price increase, more than doubling the cost of a one-sided Main Street banner. Banners are used (primarily?) by local non-profits. We're not sure how this furthers the City's interest in supporting non-profits, their events, and the community they serve. Second, for an organization like ours that puts up a banner in the off-season—mid-May for our annual Ride for the Pass event—there should be no reason why a double-sided banner can't be used. There is plenty of room in mid-May for all possible banners. Third, even if the City recognizes that when there IS room for double-sided banners because of lack of demand, do we now have to pay for two single-sided banners? Which we will also have to pay to fabricate under the new rule? In summary, from a small non-profit's point of view, this rule change significantly increases our costs and decreases (potentially) our exposure, with no discernible benefits. We understand there may be times when competition for banner space is fierce and the desire to accommodate more banners makes sense. But that one-size-fits-all rule doesn't make sense at quiet times. Nor does the price increase align with the desire to accommodate more groups: indeed, it could discourage them. Thank you for your time and consideration.	Hello Karin, Thank you for sharing your feedback on the proposed banner program changes. We appreciate the time you took to outline your concerns and the perspective of the Independence Pass Foundation as a local nonprofit. Your comments regarding costs, the use of single-sided banners, and potential impacts on nonprofit organizations have been noted and will be considered as part of the review process. If you would like more detail on the fee analysis or the factors behind the proposed single-sided banner requirements, please feel free to reach out—we would be happy to go into more specifics and better explain the proposal. Thank you again for reaching out and for your continued work in the community.

Lissa Ballinger	Resnick Bayer Center	Dear City Engineering Department, I am writing to share my concern about the proposed increase in banner prices. Many, if not all, of the organizations using these banners are local non-profits that have already created their budgets for the year. This unexpected expense poses a significant challenge, and as a result, many of us may not be able to continue using the banners. The Bayer Center is very grateful for the opportunity to use these visible spaces to promote our organization and events. I agree with many of the proposed changes (mesh, better system for application, etc.) but the price increase seems excessive. Please note that everything we promote offers free benefits for both locals and visitors. We appreciate the City's efforts in providing this service, but such a drastic price increase would negatively impact our ability to participate. I hope you will reconsider this. Thank you, Lissa	Hi Lissa, Thank you so much for taking the time to share your perspective. We truly appreciate your thoughtful feedback and the important work the Bayer Center does for our community. Your concern about the impact of the proposed price increase on local non-profits is completely valid, especially given that many organizations have already set their budgets for the year. We understand how challenging unexpected cost changes can be and want you to know that this feedback is being taken seriously. The City's goal with the banner program proposal is not to discourage participation, but rather to balance the significant amount of staff time required to administer, install, maintain, and manage the program so that it remains sustainable over the long term. As the program has grown, so have the operational demands, and the proposed changes are intended to better align fees with those realities while continuing to offer a high-quality and reliable service. Thank you again for reaching out and for being part of this conversation. Your comments and perspective will be presented to City Council so they can fully consider your feedback as they review the proposal and make their decision. We truly value hearing from our community partners and appreciate you taking the time to share how these changes may affect your organization
Alix Dana	Aspen Art Museum	Thank you, Jessica! I have passed these proposed changes to the Aspen Art Museum team; they will share their official feedback by your March 2 deadline. In the meantime, I have a question for you: What would this mean for non-profit institutions vs. commercial organizations? Will there be any priority or discounted rate given to non-profits?	Thank you so much for reaching out and for sharing this thoughtful question. We really appreciate the Aspen Art Museum team taking the time to review the proposed changes and engage in the process. Your concern regarding how the proposed fees may affect non-profit institutions versus commercial organizations is completely valid. We recognize that non-profits operate within tight budgets and that banners play an important role in promoting community-focused programming. The City's goal with this proposal is to better balance the amount of staff time and resources required to administer, install, maintain, and manage the banner program so that it remains sustainable over the long term. As participation has grown, so have the operational demands, and the proposed changes are intended to better align the program's fees with those realities while continuing to offer a reliable and high-quality service. Your comments and questions will be included with the feedback presented to City Council so they can fully consider your perspective as they review the proposal and make their decision. We truly value input from community partners like the Aspen Art Museum, and your feedback is an important part of that discussion. Thank you again for engaging with us, and we look forward to receiving your team's official comments by the March 2 deadline.

Rachel Brenneman	Manifest Cimmunication	Thank you for the opportunity to comment on the proposed Banner Program updates. I appreciate the City's efforts to improve installation, durability, and the application process. The transition to mesh banners and the move to the Aspen Permitting Portal appear to be positive steps. As a communications consultant who has placed banners for clients across the valley for more than a decade, I can confirm that installation challenges have been a recurring issue, so these improvements are welcome. My primary concern is the proposed fee increase, especially given that the City of Aspen's annual budget is over $185 million. For nonprofits and small organizations with limited budgets, the doubling of light pole fees is significant. While rates have not changed in many years, an immediate increase of this size could unintentionally limit participation from the community groups that help activate Aspen's streets. The banner program functions as an important community communications tool, helping organizations reach residents and visitors while adding vibrancy to the public realm. If adjustments are necessary, I encourage Council to consider a phased approach with 6–12 months' notice or a stepped increase over time so organizations can plan accordingly. Thank you for your consideration.	Thank you so much for taking the time to share your perspective. We truly appreciate your thoughtful feedback. Your concern about the impact of the proposed price increase on local non-profits is completely valid, especially given that many organizations have already set their budgets for the year. We understand how challenging unexpected cost changes can be and want you to know that this feedback is being taken seriously. The City's goal with the banner program proposal is not to discourage participation, but rather to balance the significant amount of staff time required to administer, install, maintain, and manage the program so that it remains sustainable over the long term. As the program has grown, so have the operational demands, and the proposed changes are intended to better align fees with those realities while continuing to offer a high-quality and reliable service. Thank you again for reaching out and for being part of this conversation. Your comments and perspective will be presented to City Council so they can fully consider your feedback as they review the proposal and make their decision. We truly value hearing from our community partners and appreciate you taking the time to share how these changes may affect your organization

CITY OF ASPEN

STAFF REPORT

TO: Mayor Richards and City Council

FROM: Dan Folke, Planning Director

THROUGH: Ben Anderson, Community Development Director
Gillian White, Principal Planner, Historic Preservation Officer

MEETING DATE: March 10, 2026

SUBJECT: Second Reading of Ordinance #04 Series of 2026, regarding the establishment of two (2) Transferrable Development Right Certificates for 504 W Hallam Street

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INTENDED OUTCOME:
City Council is asked to consider the following land use code review processes:

- Transferable Development Rights (TDR) (Section 26.535): for the establishment of TDRs, which entails the permanent severing of development rights for the property.

The intended outcome for this request is a decision from City Council on the subject request to create 2 (two) TDR certificates which if approved, will permanently sever 500 square feet of development from the historic home at 504 W Hallam Street. If denied, the property will retain 782 square feet of undeveloped floor area. City Council shall consider the criteria found in Section 26.535 in making their decision.

EXECUTIVE SUMMARY:
Section 26.535 of Aspen's Land Use Code states the purpose of the Transferable Development Rights (TDR) program is "to encourage the preservation of historic landmarks, those properties listed on the Aspen Inventory of Historic Landmark Sites and Structures … by permitting those property owners to sever and convey, as a separate development right, undeveloped floor area to be developed on a different property within the City." As the subject property meets the applicability requirements for the establishment of TDRs, Council is asked to determine if the request meets the review criteria and the intention of the TDR benefit.

Overview of Project:
504 W. Hallam Street is an individually designated single family home on a 6,000 square foot lot in the Medium-Density Residential Zone District (R-6). Constructed pre-1890, the subject resource is a single-story, wood-frame Miner's Cottage with a street-facing gable roof, and L-shaped front porch, located in the southwest quadrant of the property. In the 1980s, the front porch was rebuilt and partially enclosed. In September, 2025 the Historic Preservation Commission (HPC) approved a Certificate of Appropriateness for a Conceptual Development Plan to allow an addition on the rear of the home and remove non-historic additions and a detached garage. The plan includes restoration of the front façade, allows the home to be relocated on the property and provides a rear yard setback variance. The HPC also recommended approval of the request for 2 TDR certificates. On October 28, 2025 City Council declined the opportunity to "call up" the Commission's approval of the concept development plan and associated requests.

Staff Recommendation:
Staff finds the project provides a positive preservation outcome and recommends approval of the request to create 2 TDR certificates.

Historic Preservation Commission (HPC) Recommendation:
Section 26.535.070(j) *Review criteria for establishment of a historic transferable development right,* states that "HPC shall provide Council with a recommendation**.**" Given this, the request for recommendation was presented to the HPC during a noticed public hearing on September 10, 2025. At this meeting the HPC recommended approval of the requested 2 TDR certificates and adopted Resolution #10, Series of 2025, attached to this report.

DISCUSSION:
Staff Review:
The criteria to consider the creation of TDR certificates is found in Municipal Code Section 26.535. The applicant requests the creation of two TDR certificates. Per the survey provided in the application, the subject property consists of a 6,000 square feet lot. The maximum floor area for constructing a single-family dwelling on this lot is 3,240 square feet (sf).

The applicant provided the following floor area calculations:

- Allowable Floor Area = 3,240 sf
- Existing Total Floor Area = 1,978.5 sf
- Proposed Total Floor Area = 2,458 sf
- Total Floor Area remaining = 782 sf
- TDR request (2 @ 250 sf) = 500 sf
- Remaining Floor Area = 282 sf

The applicant requests approval to establish two TDRs at 250 sf each and equaling 500 sf total, which would leave 282 sf of allowable floor area. The applicant has also requested a 375 sf floor area bonus which was presented at the second meeting on the Conceptual Development Plan, but not included in the original application. The request for a floor area bonus will come back to the HPC to consider at Final Development review, but is not included in the subject request.

Staff find that the property demonstrates the existence of unused development rights, and the severing of development rights will not create or increase any non-conformities on the site.

Should City Council approve the creation of TDR(s), the applicant plans to comply with the required steps of executing and delivering a deed restriction. A draft deed restriction was submitted with the application. In addition, the applicant agrees to disclose information related to the sale, assignment, conveyance or other transfer/change of ownership of the TDRs to the City of Aspen Community Development Department within five days.

Staff finds the request meets all of the criteria and that the project has a positive preservation outcome. The complete analysis of Transferable Development Rights criteria is included in Attachment B.

RECOMMENDATIONS:
Planning staff and the HPC recommend City Council approve the request to create 2 (two) TDR certificates which will allow the 500 square feet to be severed from the property. Should Council choose to grant the establishment of TDRs, staff recommend that Council approve Ordinance #04, Series of 2026 at second reading.
Proposed Motion:

"I move to approve Ordinance #04, Series of 2026, on 2nd Reading."

CITY MANAGER COMMENTS:

ATTACHMENTS:

Ordinance #04, Series of 2026

Attachment A – Application

Attachment B – Staff review TDR Criteria

Attachment C – HPC Resolution #10, Series of 2025

ORDINANCE NO. 04
(SERIES OF 2026)

AN ORDINANCE OF THE CITY OF ASPEN CITY COUNCIL APPROVING THE ESTABLISHMENT OF TRANSFERABLE DEVELOPMENT RIGHTS CERTIFICATES FOR THE PROPERTY LOCATED AT 504 W. HALLAM STREET, LEGALLY DESCRIBED AS LOTS R AND S, BLOCK 28, CITY AND TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

PARCEL ID: 2735-124-25-006

WHEREAS, the Community Development Department received an application from the applicant Scott Hoffman, represented by BendonAdams, for the property located at 504 W. Hallam Street, legally described as Lots R and S, Block 28, City and Townsite of Aspen, Colorado, requesting approval for the following:

- Transferable Development Rights (TDR) - Section 26.535 for the establishment of up to two (2) TDRs, leaving 282 square feet of residential development on this historic parcel.

WHEREAS, the Community Development Department reviewed the proposed application and found that the review standards were met; and

WHEREAS, the Historic Preservation Commission reviewed the application on September 10, 2025, during which the recommendations of the Community Development Department were heard by the Historic Preservation Commission (HPC), and the Commission recommended in favor of the establishment of up to two (2) TDRs through Resolution #10, Series of 2025, by a vote of four to zero (4 – 0).

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

WHEREAS, on January 27, 2026, the Aspen City Council approved Ordinance No. 04, Series of 2026, on First Reading; and,

WHEREAS, during a duly noticed public hearing on March 10, 2026, the Aspen City Council approved Ordinance No. 04, Series of 2026, on Second Reading by a ____ to ____ (__ – __) vote, approving the establishment of up to two (2) TDRs; and,

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

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

Section 1: Transferable Development Rights (TDR)

Pursuant to the findings set forth above, the City Council does hereby authorize the creation of up to two (2) TDRs from 504 W. Hallam Street, legally described as Lots R and S, Block 28, City and Townsite of Aspen, County of Pitkin, with the following conditions:

1. Commencing with the severing of the first TDR from the property, the maximum floor area for the lot shall be 3,240 square feet minus 250 square feet for each TDR Certificate issued.
2. Upon satisfaction of all requirements, the City and the applicant shall establish a date on which the respective Historic TDR Certificates shall be validated and issued by the City and a deed restriction on the property shall be accepted by the City and filed with the Pitkin County Clerk and Recorder. The property owner may decide when and if, as warranted by the TDR market, the development rights will be converted into certificates and sold.
3. On the mutually agreed upon date, the Mayor of the City of Aspen shall execute and deliver the applicable number of Historic TDR Certificates to the property owner and the property owner shall execute and deliver a deed restriction lessening the available development right of the Sending Site by 250 square feet per TDR together with the appropriate fee for recording the deed restriction with the Pitkin County Clerk and Recorder's Office.
4. All calculations shall be verified by The City prior to the issuance of Historic TDR Certificates.

Section 2: Existing Litigation

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

Section 3: Severability

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

Section 4: Public Hearing

A duly noticed public hearing on this Ordinance was held on the 10th day of March, 2026 at 5:00 PM in the City Council Chambers, Aspen City Hall, Aspen, Colorado.

INTRODUCED, READ AND ORDERED PUBLISED as provided by law, by the City Council of the City of Aspen on the 27th of January, 2026.

Attest: **Approved as to content:**

_____ _____

Nicole Henning, City Clerk **Rachael E. Richards, Mayor**

FINALLY, adopted, passed and approved this 10th day of March, 2026.

Approved as to form: **Approved as to content:**

_____ _____

Katharine Johnson, City Attorney **Rachael E. Richards, Mayor**

Attest:

_____

Nicole Henning, City Clerk

BendonAdams

Community Development Department
Aspen Historic Preservation Commission

April 22, 2025

Re: 504 West Hallam Street – HP Major Development Conceptual Review, Relocation, Partial Demolition of Non-historic Additions, partial Floor Area Bonus for Restoration, and recommendation to Establish 2 TDRs

Dear Gillian, Stuart, and HPC,

Please accept this application for Major Development Conceptual Review, Temporary Relocation to excavate a basement, and Demolition of Non-historic Additions for the property located at 504 West Hallam Street (parcel ID 2735-124-25-006). The property is within the R-6 zone district and comprises Lots R and S of Block 28, on the corner of North Fourth and Hallam Streets in Aspen's West End neighborhood. The 6,000 sf lot was designated historic in 1995 and has been under the same ownership since 1983. The current tenant, Scott Hoffman, has authorization to submit this application as does BendonAdams.



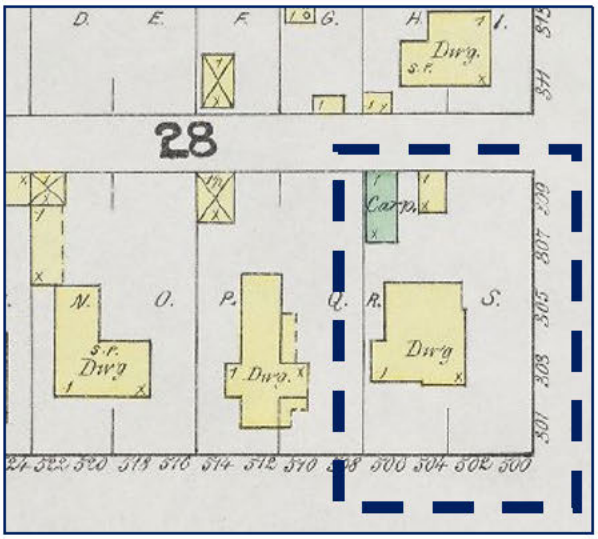
504 West Hallam Street.

The property has been altered over time with non-historic additions that blur the line between historic and new construction. This application proposes to:

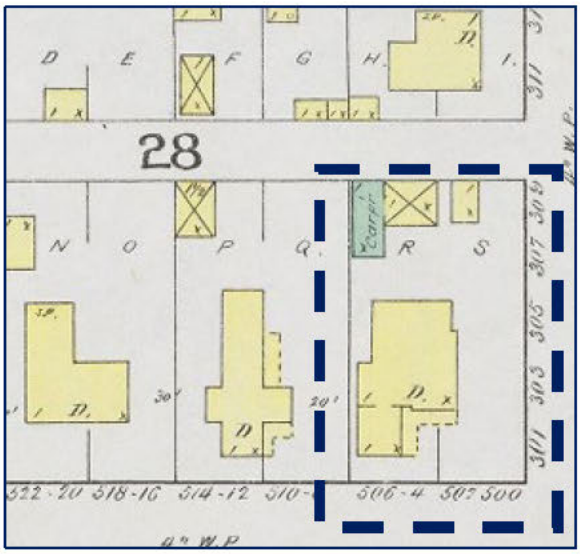
- Restore the historic footprint of the miner's cabin
- Restore the front façade
- Construct a compliant rear addition and garage with alley access
- Demolish non-historic additions and demolish the detached garage
- Onsite relocation is requested to place the landmark on the 5' side setback for fire protection, repair/replace the foundation, and to square the house to the property lines.
- Utilize 163 sf of the 375 sf FAR bonus for restoration of the front façade and remove non-historic additions.
- Establish two transferable development right certificates to remove 500 sf from the property.

Background

The house was built pre-1890 when the property was owned by Daniel McLeod. The street facing gable end was added between 1890 and 1893 according to the Sanborn Fire Insurance maps. The McLeod family owned the house until 1917 when it was sold to Herbert Parsons, a miner who worked in the Smuggler Mine. The Parson family allegedly died in the flu epidemic.



1890 Sanborn Map showing original footprint. Note the green colored accessory building labeled "carpenter." The green color indicates that the building material was "special". Yellow indicates frame construction.

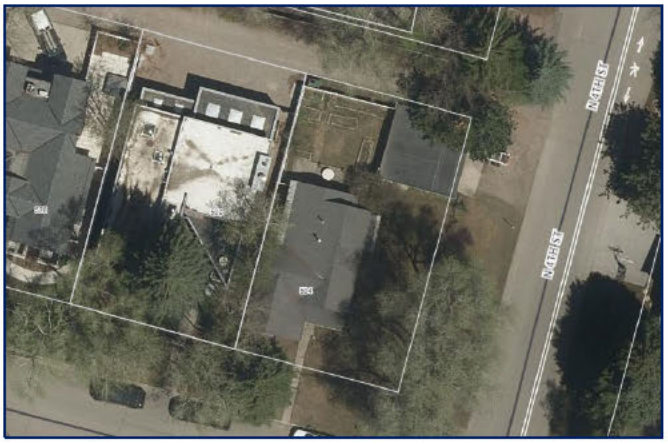


1893 Sanborn Map showing gable end and open front porch (dotted line).

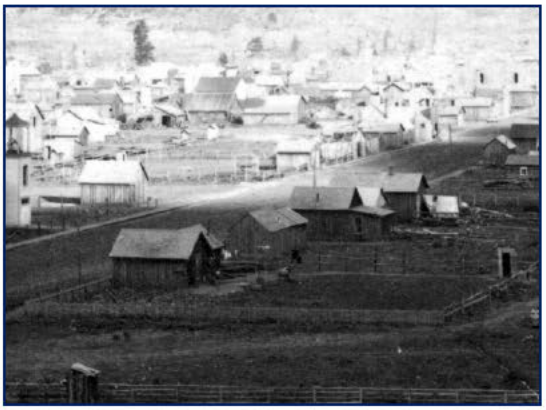
The landmark is in its original location and the street facing gable end and L-shaped front porch were added during the period of significance and are therefore considered historic additions important to the history of the property. Site inspections of very thick walls lead to a hypothesis that the original home was a gable roof log cabin that was expanded pre-1890 per the Sanborn Maps in Figure 1 and 2.

The front porch was rebuilt and partially enclosed between 1980 and 1986, likely during the 1984 interior remodel which also replaced the front window in the gable end. The screened side porch shown in the 1964 photograph, but not on the Sanborn Maps, was possibly rebuilt or incorporated into interior space during the 1980s interior remodel.

The garage was likely constructed in the 1950s based on the CMU block construction, historic photograph dated 1964 showing the garage, and the absence of a building permit.



2022 City of Aspen GIS aerial photograph.



Similar log cabin in Aspen. Denver Public Library Special Collections, X-6139.



2025 photograph of garage.



1964 Photograph from Aspen Historical Society showing original front porch (note porch roof, street facing gable end window).



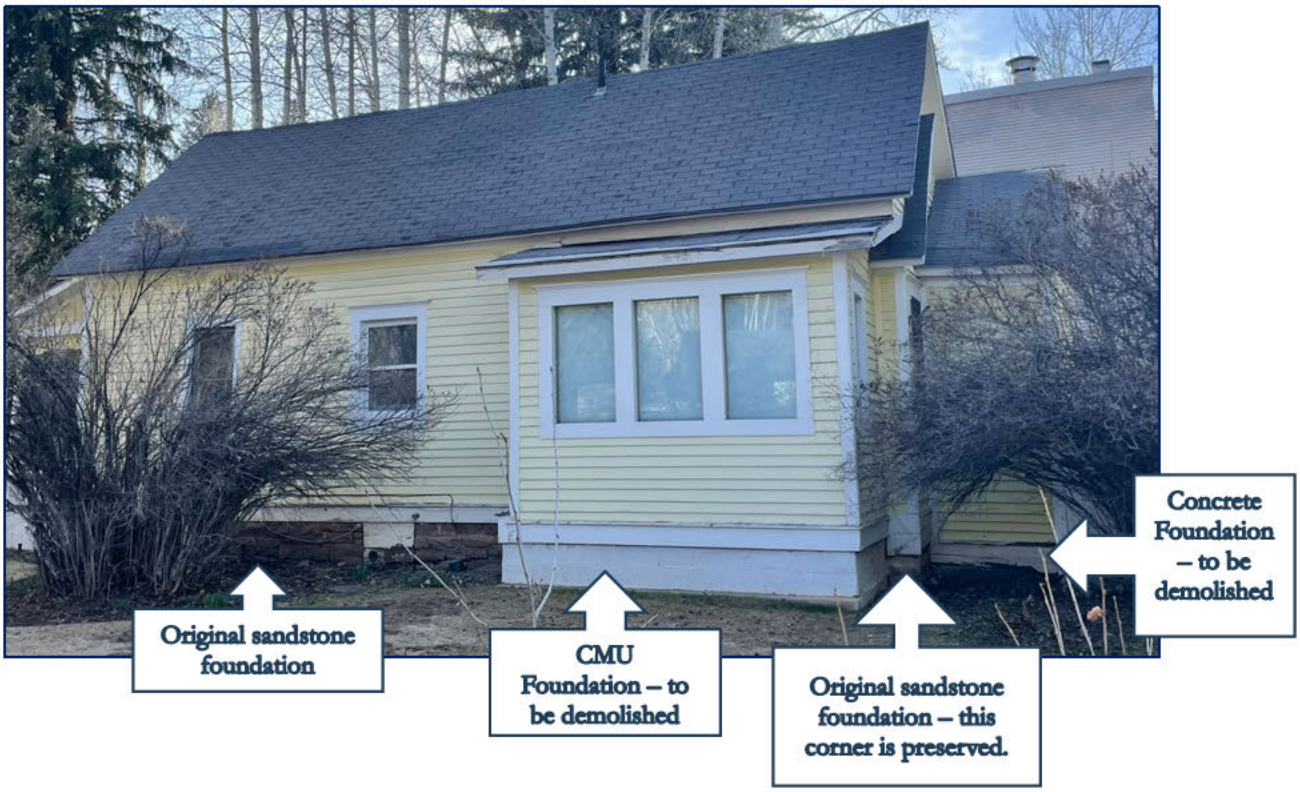
1893 Bird's Eye View of Aspen.

Proposal

A lot of historic research, physical inspection and consideration of historic preservation guidelines and values went into this proposal. The historic building has been altered over time and interior walls suggest the original building (pre-Sanborn mapping) may have been a simple log cabin. This project proposes to restore the 1893 footprint using the Sanborn Maps and the existing sandstone foundation. A full restoration of the front porch is also proposed.



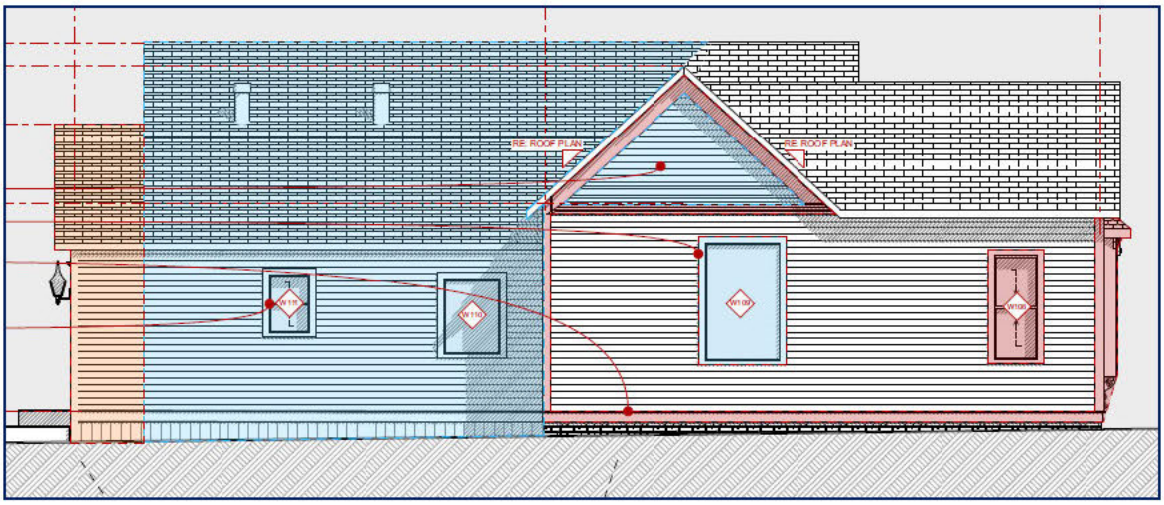
1893 Sanborn Map (left) and proposed site plan (right) with yellow highlight showing restored historic footprint. Photograph of east elevation showing foundation materials (bottom).



The roof form, siding, and windows at the rear of the landmark were heavily altered; however, the original building corner, as evidenced by the sandstone foundation, is apparent. Historic photographs of the rear of the building were unfortunately not discovered[1] – the only evidence of the west elevations is a 1970 photograph from the Aspen Historical Society which does not accurately show the 19th century appearance. The ability to accurately restore the rear of the property would be guesswork which does not align with the design guidelines. The best approach to this project was to restore the landmark footprint using both physical evidence and historic photographs and maps.



1970s photograph courtesy Aspen Historical Society, Chamberlain Collection. 2017.064.0267. Note – the west elevation addition has a non-historic window and asphalt roof.



Existing west elevation.

During the initial design meeting, the team tried to fit a traditional 10 feet long, one story, flat roof connecting element between the restored footprint and proposed new construction but the site quickly ran out of depth when also trying to accommodate an alley access garage. SGM determined that a 10 feet setback is required to physically drive into the garage based on the alley width and immovable alley obstructions (trees, fences, etc.). A 10 feet, rather than the minimum 5 feet, rear setback for garage posed a major site plan challenge. The applicant went so far as to apply for an engineering variance to continue vehicular access from Fourth Street. The variance was denied by

[1] We requested assistance from HP staff in locating a photograph of the rear of the property, but were told any research into the property would occur after we submit the land use application.

Engineering, appealed to a Hearing Officer, and ultimately granted approval but Engineering and the Historic Preservation Design Guidelines (HPDGs) clearly prefer access from the alley. After months of back and forth with Engineering, Scott took this feedback to heart and designed a site plan that removes the curb cut from Fourth Street and provides vehicular access from the alley. Adamant Staff opposition to restoration of a rear addition at the 325 West Hopkins Avenue project motivated the design team to rethink the restoration of the rear portion of the landmark, especially considering the absence of any historic photographs.

The proposal is to restore the footprint of the historic home (based on the sandstone foundation and historic maps) and utilize the restored rear portion of the landmark as the connecting element between historic and new construction. This approach restores the historic 1893 footprint and does not attempt to recreate the rear of the landmark without any evidence (HPDG 10.6) but uses the footprint to support a flat roof one story connecting element that is ~14'8" between the landmark and the new construction (HPDG 10.5). We reviewed our approach with Stuart Hayden in August 2024 to confirm our design approach.



Rendering of proposed east elevation.

The historic home is in the original location and sits askew on the property. The proposal is to pick up the home and place it on the 5' west side setback to meet underlying zoning, square the house and addition parallel to the west property line, and place the historic home on a concrete slab. Increasing the west side setback from 1'6" to 5' means less impact to the landmark to meet Fire Codes and provides more space to excavate the basement. The front yard setback of ~12' 11" is maintained to preserve the large front yard and the relationship of the house with Hallam Street.



South elevation facing Hallam Street

No variances are requested. The project adds about 1,000 sf of floor area to the existing condition and is well under both the maximum floor area of 3,240 sf and is under the maximum height limit of 25'. The new construction contains a bedroom, bathroom, and office on the second level, and a kitchen, garage, bathroom and circulation on the main level. Additional floor area is located in the basement. A floor area bonus of 163 sf is requested for the restoration of the front porch, opening the enclosed section of the porch, restoring the roof form and architectural details of the porch, removal of non-historic additions, removal of a non-compliant garage, and restoration of openings based on historic framing discovered during deconstruction.

A recommendation to City Council is requested to establish 2 Transferrable Development Rights for this property equal to 500 sf of floor area. The 2 TDRs will essentially sterilize any future development on the property.[2] Sale of the TDRs will be applied directly to the restoration of the landmark which is intended to be the owner/builder's forever home.

Parks

The applicant worked closely with the Forester regarding removal of some trees along Fourth Street. A tree removal permit has been granted for the cottonwood trees in the Fourth Street right of way with direction from Parks to plant ornamental replacement trees (permit #0155-2024 TREE). Three trees in the alley right of way are proposed to be removed to access the garage. The large spruce tree located in front of the landmark facing Hallam Street is proposed to be removed to mitigate adverse impacts to the landmark as it is located close to the gable end and blocks views of the landmark from Hallam Street.

Engineering

[2] Technically 212 sf of the FAR bonus would remain unused on the property if HPC grants 163 sf of the bonus out of the maximum 375 sf bonus available to the property. However, the bonus is based on restoration which would be completed as part of this application so the ability to request the bonus in the future would be limited.

A conceptual storm water management plan and conceptual landscape plan are included in the design set for initial review with the understanding that final plans will be provided in the Final Review application. As recommended in the Engineering Design Standards, bio-retention or rain gardens in the northwest and northeast corners of the property, green roofs, and pervious pavers are proposed to meet URMP requirements. Dry wells are not proposed.

We look forward to discussing this project with you. Please reach out with any questions or additional information helpful for your review.

Kind Regards,



Sara Adams, AICP
BendonAdams, LLC

Exhibits

A Review Criteria
- A.1 Historic Preservation Design Guidelines
- A.2 Demolition of non-historic additions
- A.3 Onsite relocation and housing letter
- A.4 FAR Bonus
- A.5 TDRs, acknowledgement, draft deed restriction *recommendation to City Council*

B. Land Use Application
C. Pre-application summary
D. Authorization to represent
E. Proof of ownership
F. Agreement to Pay
G. HOA form
H. Vicinity Map
I. Mailing list
J. Survey
K. As-built drawings and identification of historic materials
L. Engineering Report and preliminary civil drawings
M. Drawing set

Sec. 26.415.060.A Approvals Required

Any development involving properties designated on the aspen Inventory of Historic Landmark Sites and Structures, as an individual property or located within the boundaries of a Historic District, unless determined exempt, requires the approval of a development order and either a certificate of no negative effect or a certificate of appropriateness before a building permit or any other work authorization will be issued by the City. HPC shall provide referral comments for major projects to rights of way located within the boundaries of a Historic District.

Response: Applicable Design Guidelines are addressed below:

Streetscape

1.1 All projects shall respect the historic development pattern or context of the block, neighborhood or district.

- **Building footprint and location should reinforce the traditional patterns of the neighborhood.**
- **Allow for some porosity on a site. In a residential project, setback to setback development is typically uncharacteristic of the historic context. Do not design a project which leaves no useful open space visible from the street.**

Response – The building location reinforces the patterns of the neighborhood by preserving the large ~12' 11" front yard facing Hallam Street. The large east side yard facing Fourth Street is preserved around the landmark with new construction consolidated toward the alley. A non-historic garage that sits within the rear and east setbacks with a large curbcut on Fourth Street is proposed to be removed. Demolition of this structure restores the historic pattern of development with vehicular access from alleyways.

1.2 Preserve the system and character of historic streets, alleys, and ditches.

When HPC input is requested, the following bullet points may be applicable.

- **Retain and preserve the variety and character found in historic alleys, including retaining historic ancillary buildings or constructing new ones.**
- **Retain and preserve the simple character of historic ditches. Do not plant flowers or add landscape.**
- **Abandoning or re-routing a street in a historic area is generally discouraged.**
- **Consider the value of unpaved alleys in residential areas.**
- **Opening a platted right of way which was abandoned or never graded may be encouraged on a case by case basis.**

Response – As noted above removal of the garage and curbcut on Fourth Street and restoration of access from the alley preserves alley and West End character. A surface parking space with grass pavers is proposed for guest or overflow parking. Grass pavers would appear similar to those at 202 N. Monarch.



Grass pavers for additional parking space.

1.3 Remove driveways or parking areas accessed directly from the street if they were not part of the original development of the site.

- Do not introduce new curb cuts on streets.
- Non-historic driveways accessed from the street should be removed if they can be relocated to the alley.

Response – Fourth Street access is removed rerouted to the alley.

1.4 Design a new driveway or improve an existing driveway in a manner that minimizes its visual impact.

- If an alley exists at the site, the new driveway must be located off it.
- Tracks, gravel, light grey concrete with minimal seams, or similar materials are appropriate for driveways on Aspen Victorian properties.

Response – Access to the property is from the alley.

1.5 Maintain the historic hierarchy of spaces.

- Reflect the established progression of public to private spaces from the public sidewalk to a semi-public walkway, to a semiprivate entry feature, to private spaces.

Response – A simple walkway to the restored historic porch is the primary entry into the property.

1.6 Provide a simple walkway running perpendicular from the street to the front entry on residential projects.

- Meandering walkways are not allowed, except where it is needed to avoid a tree or is typical of the period of significance.
- Use paving materials that are similar to those used historically for the building style and install them in the manner that they would have been used historically. For example, on an Aspen Victorian landmark set flagstone pavers in sand, rather than in concrete. Light grey concrete, brick or red sandstone are appropriate private walkway materials for most landmarks.
- The width of a new entry sidewalk should generally be three feet or less for residential properties. A wider sidewalk may be appropriate for an AspenModern property.

Response – A simple light concrete walkway with 3' width is proposed similar to the existing condition.



Existing front walkway.

1.7 Provide positive open space within a project site.

- Ensure that open space on site is meaningful and consolidated into a few large spaces rather than many small unusable areas.
- Open space should be designed to support and complement the historic building.

Response – The existing front yard and east side yards around the historic home are open. Existing site coverage is 32% and proposed site coverage is 39% demonstrates a minor change to the amount of open space on the property.

1.8 Consider stormwater quality needs early in the design process.

- When included in the initial planning for a project, stormwater quality facilities can be better integrated into the proposal. All landscape plans presented for HPC review must include at least a preliminary representation of the stormwater design. A more detailed design must be reviewed and approved by Planning and Engineering prior to building permit submittal.
- Site designs and stormwater management should provide positive drainage away from the historic landmark, preserve the use of natural drainage and treatment systems of the site, reduce the generation of additional stormwater runoff, and increase infiltration into the ground. Stormwater facilities and conveyances located in front of a landmark should have minimal visual impact when viewed from the public right of way.
- Refer to City Engineering for additional guidance and requirements.

Response – A conceptual drainage plan is included in the application. Bio-retention areas, rain gardens, and green roofs are proposed to meet URMP requirements and will be presented in the Final Design application.

1.9 Landscape development on AspenModern landmarks shall be addressed on a case by case basis.

Response – n/a.

1.10 Built-in furnishings, such as water features, fire pits, grills, and hot tubs, that could interfere with or block views of historic structures are inappropriate.

- Site furnishings that are added to the historic property should not be intrusive or degrade the integrity of the neighborhood patterns, site, or existing historic landscape.
- Consolidating and screening these elements is preferred.

Response – Built in outdoor elements are not proposed at this time. Any future permanent site furnishings will be located behind the historic landmark in the west side yard.

1.11 Preserve and maintain historically significant landscaping on site, particularly landmark trees and shrubs.

- Retaining historic planting beds and landscape features is encouraged.
- Protect historically significant vegetation during construction to avoid damage. Removal of damaged, aged, or diseased trees must be approved by the Parks Department.
- If a significant tree must be removed, replace it with the same or similar species in coordination with the Parks Department.
- The removal of non-historic planting schemes is encouraged.
- Consider restoring the original landscape if information is available, including original plant materials.

Response – The applicant worked closely with the Forester regarding removal of some trees along Fourth Street. A tree removal permit has been granted for the cottonwood trees in the Fourth Street right of way

with direction from Parks to plant ornamental replacement trees (permit #0155-2024 TREE). Three trees in the alley right of way are proposed to be removed to access the garage. The large spruce tree located in front of the landmark facing Hallam Street is proposed to be removed to mitigate adverse impacts to the landmark as it is located close to the gable end and blocks views of the landmark from Hallam Street.

1.12 Provide an appropriate context for historic structures. See diagram.

- Simplicity and restraint are required. Do not overplant a site, or install a landscape which is over textured or overly complex in relationship to the historic resource, particularly in Zone A. In Zone A, new planting shall be species that were used historically or species of similar attributes.
- In areas immediately adjacent to the landmark, Zone A and Zone B, plants up 42" in height, sod, and low shrubs are often appropriate.
- Contemporary planting, walls and other features are not appropriate in Zone A. A more contemporary landscape may surround new development or be located in the rear of the property, in Zone C.
- Do not cover areas which were historically unpaved with hard surfaces, except for a limited patio where appropriate.
- Where residential structures are being adapted to commercial use, proposals to alter the landscape will be considered on a case-by-case basis. The residential nature of the building must be honored.
- In the case of a historic landmark lot split, careful consideration should be given so as not to over plant either property, or remove all evidence of the landscape characteristics from before the property was divided.
- Contemporary landscapes that highlight an AspenModern architectural style are encouraged.

Response – A simple landscape is proposed around the historic resource as illustrated on L1. The landmark is not blocked by the proposed plantings. Sod and perennial beds are proposed around the landmark, and a gravel border will be included in the Final Design application as part of a detailed landscape plan.

1.13 Additions of plant material to the landscape that could interfere with or block views of historic structures are inappropriate.

- Low plantings and ground covers are preferred.
- Do not place trees, shrubs, or hedgerows in locations that will obscure, damage, or block significant architectural features or views to the building. Hedgerows are not allowed as fences.
- Consider mature canopy size when planting new trees adjacent to historic resources. Planting trees too close to a landmark may result in building deteriorate or blocked views and is inappropriate.
- Climbing vines can damage historic structures and are not allowed.

Response – Please refer to the response to Guideline 1.12. Planting is not proposed to block views of the landmark. The large spruce tree in front of the landmark is proposed to be removed to unblock views.

1.14 Minimize the visual impacts of landscape lighting.

- Landscape and pathway lighting is not permitted in Zone A (refer to diagram) on Aspen Victorian properties unless an exception is approved by HPC based on safety considerations.

- Landscape, driveway, and pathway lighting on AspenModern properties is addressed on a case-by-case basis.
- Landscape light fixtures should be carefully selected so that they are compatible with the building, yet recognizable as a product of their own time.
- Driveway lighting is not permitted on Aspen Victorian properties.
- Landscape uplighting is not allowed.

Response – Landscape lighting is not proposed at this time. Any landscape lighting will be included in the Final Design application.

1.15 Preserve original fences.

- Fences which are considered part of the historic significance of a site should not be moved, removed, or inappropriately altered.
- Replace only those portions of a historic fence that are deteriorated beyond repair.
- Replacement elements must match the existing.

Response – n/a. The existing fence is not original as evidenced in historic photographs that do not contain a fence.

1.16 When possible, replicate a missing historic fence based on photographic evidence.

Response – n/a.

1.17 No fence in the front yard is often the most appropriate solution.

- Reserve fences for back yards and behind street facing façades, as the best way to preserve the character of a property.

Response – Fencing will be finalized in the Final Design application.

1.18 When building an entirely new fence, use materials that are appropriate to the building type and style.

- The new fence should use materials that were used on similar properties during the period of significance.
- A wood fence is the appropriate solution in most locations.
- Ornate fences, including wrought iron, may create a false history are not appropriate for Aspen Victorian landmarks unless there is evidence that a decorative fence historically existed on the site.
- A modest wire fence was common locally in the early 1900s and is appropriate for Aspen Victorian properties. This fence type has many desirable characteristics including transparency, a low height, and a simple design. When this material is used, posts should be simply detailed and not oversized.

Response – The existing privacy fence along the shared west property line is on the adjacent property and is not owned by 504 West Hallam. As noted above, fence design will be included in the Final Design application for review and approval by HPC.

1.19 A new fence should have a transparent quality, allowing views into the yard from the street.

- A fence that defines a front yard must be low in height and transparent in nature.
- For a picket fence, spacing between the pickets must be a minimum of 1/2 the width of the picket.
- For Post-WWII properties where a more solid type of fence may be historically appropriate, proposals will be reviewed on a case-by-case basis.
- Fence columns or piers should be proportional to the fence segment.

Response – n/a.

1.20 Any fence taller than 42" should be designed so that it avoids blocking public views of important features of a designated building.

- A privacy fence should incorporate transparent elements to minimize the possible visual impacts. Consider staggering the fence boards on either side of the fence rail. This will give the appearance of a solid plank fence when seen head on. Also consider using lattice, or other transparent detailing on the upper portions of the fence.
- A privacy fence should allow the building corners and any important architectural features that are visible from the street to continue to be viewed.
- All hedgerows (trees, shrub bushes, etc.) are prohibited in Zones A and B.

Response – No fence proposed at this time. Please refer to Guideline 1.17.

1.21 Preserve original retaining walls

- Replace only those portions that are deteriorated beyond repair. Any replacement materials should match the original in color, texture, size and finish.
- Painting or covering a historic masonry retaining wall or covering is not allowed.
- Increasing the height of a retaining wall is inappropriate.

Response – n/a.

1.22 When a new retaining wall is necessary, its height and visibility should be minimized.

- All wall materials, including veneer and mortar, will be reviewed on a case by case basis and should be compatible with the palette used on the historic structure.

Response – n/a.

1.23 Re-grading the site in a manner that changes historic grade is generally not allowed and will be reviewed on a case by case basis.

Response – Based on historic photographs, grade around the landmark appears to have settled or been altered. Slight grade changes are proposed to create positive drainage and to restore the front porch elevation which originally had a single step and now has two steps.

1.24 Preserve historically significant landscapes with few or no alterations.

- An analysis of the historic landscape and an assessment of the current condition of the landscape should be done before the beginning of any project.

- The key features of the historic landscape and its overall design intent must be preserved.

Response – n/a.

1.25 New development on these sites should respect the historic design of the landscape and its built features.

- Do not add features that damage the integrity of the historic landscape.
- Maintain the existing pattern of setbacks and siting of structures.
- Maintain the historic relationship of the built landscape to natural features on the site.
- All additions to these landscapes must be clearly identifiable as recent work.
- New artwork must be subordinate to the designed landscape in terms of placement, height, material, and overall appearance. Place new art away from significant landscape features.
- Avoid installing utility trenches in cultural landscapes if possible.

Response – A simple landscape with traditional plant species is proposed.

1.26 Preserve the historic circulation system.

- Minimize the impact of new vehicular circulation.
- Minimize the visual impact of new parking.
- Maintain the separation of pedestrian and vehicle which occurred historically.

Response – All parking is located off the alley.

1.27 Preserve and maintain significant landscaping on site.

- Protect established vegetation during any construction.
- If any tree or shrub needs to be removed, replace it with the same or similar species.
- New planting should be of a species used historically or a similar species.
- Maintain and preserve any gardens and/or ornamental planting on the site.
- Maintain and preserve any historic landscape elements.

Response – All new plantings are simple, and reference historically used native species.

Restoration

Materials

2.1 Preserve original building materials.

- Do not remove siding that is in good condition or that can be repaired in place.
- Masonry features that define the overall historic character, such as walls, cornices, pediments, steps and foundations, should be preserved.
- Avoid rebuilding a major portion of an exterior wall that could be repaired in place. Reconstruction may result in a building which no longer retains its historic integrity.
- Original AspenModern materials may be replaced in kind if it has been determined that the weathering detracts from the original design intent or philosophy.

2.2 The finish of materials should be as it would have existed historically.

- Masonry naturally has a water-protective layer to protect it from the elements. Brick or stone that was not historically painted shall not be painted.
- If masonry that was not painted historically was given a coat of paint at some more recent time, consider removing it, using appropriate methods.
- Wood should be painted, stained or natural, as appropriate to the style and history of the building.

2.3 Match the original material in composition, scale and finish when replacing materials on primary surfaces.

- If the original material is wood clapboard for example, then the replacement material must be wood as well. It should match the original in size, and the amount of exposed lap and finish.
- Replace only the amount required. If a few boards are damaged beyond repair, then only those should be replaced, not the entire wall. For AspenModern buildings, sometimes the replacement of a larger area is required to preserve the integrity of the design intent.

2.4 Do not use synthetic materials as replacements for original building materials.

- Original building materials such as wood siding and brick should not be replaced with synthetic materials.

2.5 Covering original building materials with new materials is inappropriate.

- Regardless of their character, new materials obscure the original, historically significant material.
- Any material that covers historic materials may also trap moisture between the two layers. This will cause accelerated deterioration to the historic material which may go unnoticed.

2.6 Remove layers that cover the original material.

- Once the non-historic siding is removed, repair the original, underlying material.

Response – Exhibit K outlines original vs. replacement materials based on visual inspection. All exterior historic material will be repaired or if necessary replaced inkind.

Windows

3.1 Preserve the functional and decorative features of a historic window.

- Features important to the character of a window include its frame, sash, muntins/mullions, sills, heads, jambs, moldings, operations, and groupings of windows.
- Repair frames and sashes rather than replacing them.
- Preserve the original glass. If original Victorian era glass is broken, consider using restoration glass for the repair.

3.2 Preserve the position, number, and arrangement of historic windows in a building wall.

- Enclosing a historic window is inappropriate.
- Do not change the size of an original window opening.

3.3 Match a replacement window to the original in its design.

- If the original is double-hung, then the replacement window must also be double-hung. If the sash have divided lights, match that characteristic as well.

3.4 When replacing an original window, use materials that are the same as the original.

3.5 Preserve the size and proportion of a historic window opening.

- Changing the window opening is not permitted.
- Consider restoring an original window opening that was enclosed in the past.

3.6 Match, as closely as possible, the profile of the sash and its components to that of the original window.

- A historic window often has a complex profile. Within the window's casing, the sash steps back to the plane of the glazing (glass) in several increments. These increments, which individually only measure in eighths or quarters of inches, are important details. They distinguish the actual window from the surrounding plane of the wall.
- The historic profile on AspenModern properties is typically minimal.

3.7 Adding new openings on a historic structure is generally not allowed.

- Greater flexibility in installing new windows may be considered on rear or secondary walls.
- New windows should be similar in scale to the historic openings on the building, but should in some way be distinguishable as new, through the use of somewhat different detailing, etc.
- Preserve the historic ratio of window openings to solid wall on a façade.
- Significantly increasing the amount of glass on a character defining façade will negatively affect the integrity of a structure.

3.8 Use a storm window to enhance energy conservation rather than replace a historic window.

- Install a storm window on the interior, when feasible. This will allow the character of the original window to be seen from the public way.
- If a storm window is to be installed on the exterior, match the sash design and material of the original window. It should fit tightly within the window opening without the need for sub-frames or panning around the perimeter. A storm window should not include muntins unless necessary for structure. Any muntin should be placed to match horizontal or vertical divisions of the historic window.

Response – Original windows will remain in place and non-historic windows, as indicated in Exhibit K, will be replaced with wood windows to match historic photographs or based on historic framing (if possible – to be revealed during demolition). No new openings are proposed in the landmark.

Doors

4.1 Preserve historically significant doors.

- Maintain features important to the character of a historic doorway. These include the door, door frame, screen door, threshold, glass panes, paneling, hardware, detailing, transoms and flanking sidelights.
- Do not change the position and function of original front doors and primary entrances.
- If a secondary entrance must be sealed shut, any work that is done must be reversible so that the door can be used at a later time, if necessary. Also, keep the door in place, in its historic position.
- Previously enclosed original doors should be reopened when possible.

4.2 Maintain the original size of a door and its opening.

- Altering its size and shape is inappropriate. It should not be widened or raised in height.

4.3 When a historic door or screen door is damaged, repair it and maintain its general historic appearance.

4.4 When replacing a door or screen door, use a design that has an appearance similar to the original door or a door associated with the style of the building.

- A replica of the original, if evidence exists, is the preferred replacement.
- A historic door or screen door from a similar building also may be considered.
- Simple paneled doors were typical for Aspen Victorian properties.
- Very ornate doors, including stained or leaded glass, are discouraged, unless photographic evidence can support their use.

4.5 Adding new doors on a historic building is generally not allowed.

- Place new doors in any proposed addition rather than altering the historic resource.
- Greater flexibility in installing a door in a new location may be considered on rear or secondary walls.

- A new door in a new location should be similar in scale and style to historic openings on the building and should be a product of its own time.
- Preserve the historic ratio of openings to solid wall on a façade. Significantly increasing the openings on a character defining façade negatively affects the integrity of a structure.

4.6 If energy conservation and heat loss are concerns, use a storm door instead of replacing a historic entry door.

- Match the material, frame design, character, and color of the primary door.
- Simple features that do not detract from the historic entry door are appropriate for a new storm door.
- New screen doors should be in character with the primary door.

4.7 Preserve historic hardware.

- When new hardware is needed, it must be in scale with the door and appropriate to the style of the building.
- On Aspen Victorian properties, conceal any modern elements such as entry keypads.

Response – The existing doors and transoms will remain on the historic landmark. Any historic hardware will be preserved if possible or replacements will closely match existing. New doors are not proposed in the landmark. The existing wood screen door is not historic but may be reused on the secondary entry door (the door facing east).





Existing doors on front porch. Door at left will be primary entry in restoration project. Door at right will be secondary entry in restoration project. The screen door at left is not original but may be reused on the secondary entry door. Transoms will be preserved.

Architectural Details

6.1 Preserve significant architectural features.

- Repair only those features that are deteriorated.
- Patch, piece-in, splice, or consolidate to repair the existing materials, using recognized preservation methods whenever possible.

- On AspenModern properties, repair is preferred, however, it may be more important to preserve the integrity of the original design intent, such as crisp edges, rather than to retain heavily deteriorated material.

6.2 When disassembly of a historic element is necessary for its restoration, use methods that minimize damage to the original material.

- Document its location so it may be repositioned accurately. Always devise methods of replacing the disassembled material in its original configuration.

6.3 Remove only the portion of the detail that is deteriorated and must be replaced.

- Match the original in composition, scale, and finish when replacing materials or features.
- If the original detail was made of wood, for example, then the replacement material should be wood, when feasible. It should match the original in size and finish.

6.4 Repair or replacement of missing or deteriorated features are required to be based on original designs.

- The design should be substantiated by physical or pictorial evidence to avoid creating a misrepresentation of the building's heritage.
- When reconstruction of an element is impossible because there is no historical evidence, develop a compatible new design that is a simplified interpretation of the original, and maintains similar scale, proportion and material.

6.5 Do not guess at "historic" designs for replacement parts.

- Where scars on the exterior suggest that architectural features existed, but there is no other physical or photographic evidence, then new features may be designed that are similar in character to related buildings.
- Using ornate materials on a building or adding new conjectural detailing for which there is no documentation is inappropriate.

Response – Architectural details on the front bay window, window trim and the front porch are proposed to be restored. All restoration is based on historic photographs purchased from the Aspen Historical Society.



Example of missing architectural details – top photos is 1970s detail of brackets under bay window, and bottom photo of existing bay window shows missing and altered brackets.

Roof

7.1 Preserve the original form of a roof.

- Do not alter the angle of a historic roof. Preserve the orientation and slope of the roof as seen from the street.
- Retain and repair original and decorative roof detailing.
- Where the original roof form has been altered, consider restoration.

7.2 Preserve the original eave depth.

- Overhangs contribute to the scale and detailing of a historic resource.
- AspenModern properties typically have very deep or extremely minimal overhangs that are key character defining features of the architectural style.

7.3 Minimize the visual impacts of skylights and other rooftop devices.

- Skylights and solar panels are generally not allowed on a historic structure. These elements may be appropriate on an addition.

7.4 New vents should be minimized, carefully, placed and painted a dark color.

- Direct vents for fireplaces are generally not permitted to be added on historic structures.
- Locate vents on non-street facing facades.
- Use historic chimneys as chases for new flues when possible.

7.5 Preserve original chimneys, even if they are made non-functional.

- Reconstruct a missing chimney when documentation exists.

7.6 A new dormer should remain subordinate to the historic roof in scale and character.

- A new dormer is not appropriate on a primary, character defining façade.
- A new dormer should fit within the existing wall plane. It should be lower than the ridgeline and set in from the eave. It should also be in proportion with the building.
- The mass and scale of a dormer addition must be subordinate to the scale of the historic building.
- While dormers improve the livability of upper floor spaces where low plate heights exist, they also complicate the roof and may not be appropriate on very simple structures.
- Dormers are not generally permitted on AspenModern properties since they are not characteristics of these building styles.

7.7 Preserve original roof materials.

- Avoid removing historic roofing material.
- Using recognized preservation methods, repair deteriorated historic material when possible.
- When replacement is necessary, replace the roofing inkind, and/or use a material that is similar to the original in both style as well as physical qualities.

7.8 New or replacement roof materials should convey a scale, color and texture similar to the original.

- If a substitute is used, the roof material should be of a design, scale, color, texture, and composition akin to the original, or a simplified neutral, modest, and deferential alternative that is visually compatible with the building's historic features.
- Flashing should be in scale with the roof material.
- Flashing should be tin, lead coated copper, galvanized or painted metal and have a matte, non-reflective finish.
- Design flashing, such as drip edges, so that architectural details are not obscured.
- A metal roof material should have a matte, non-reflective finish and match the original seaming.

7.9 Avoid using conjectural features on a roof.

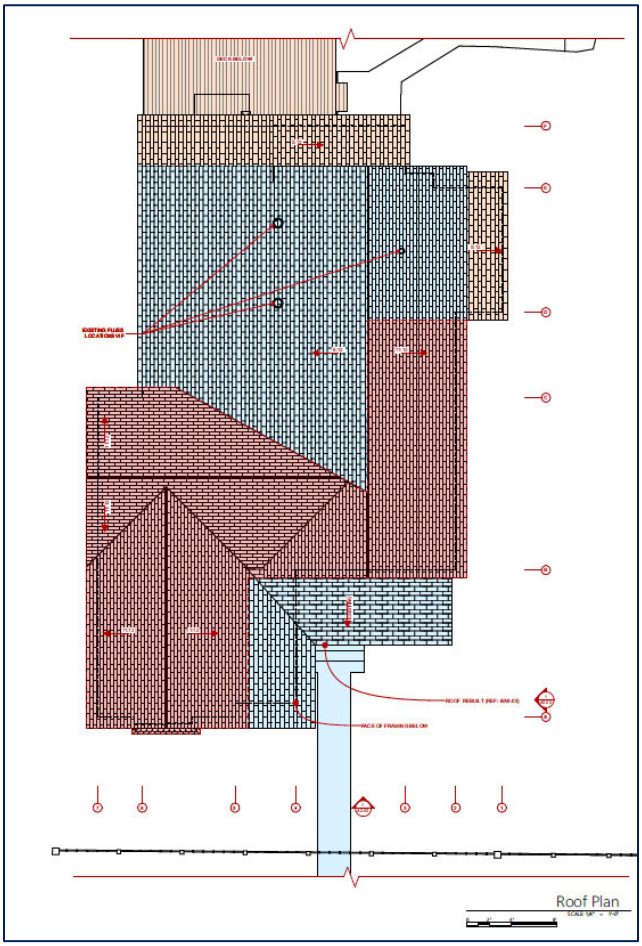
- Adding ornamental cresting, for example, where there is no evidence that it existed, creates a false impression of the building's original appearance, and is inappropriate.

7.10 Design gutters so that their visibility on the structure is minimized to the extent possible.

- Downspouts should be placed in locations that are not visible from the street if possible, or in locations that do not obscure architectural detailing on the building.
- The material used for the gutters should be in character with the style of the building.

Response – The roof at the rear of the landmark has been heavily altered and is proposed to be removed. The roof plan at right shows altered roof forms within the historic footprint in blue, new additions in orange, and historic roof in red.

The existing roof is a dark grey/black colored asphalt shingle. The applicant proposes a grey slate shingle roof for both the landmark and the new addition to meet Fire Codes and insurance requirements for fire rated roof material. The slate shingles are more akin to a wood shingle in dimension, and the color depicted in the historic photograph below, than the existing asphalt material. The restored front porch roof will be either membrane or sheet metal to be determined at final design review.



Roof plan.

Exhibit A.1
Review Criteria

The roof form and eave depth are not proposed to change, and all venting is proposed through the brick chimney located in the new addition. The chimney design is based on historic photographs of the corbelled chimney that used to be on the landmark.





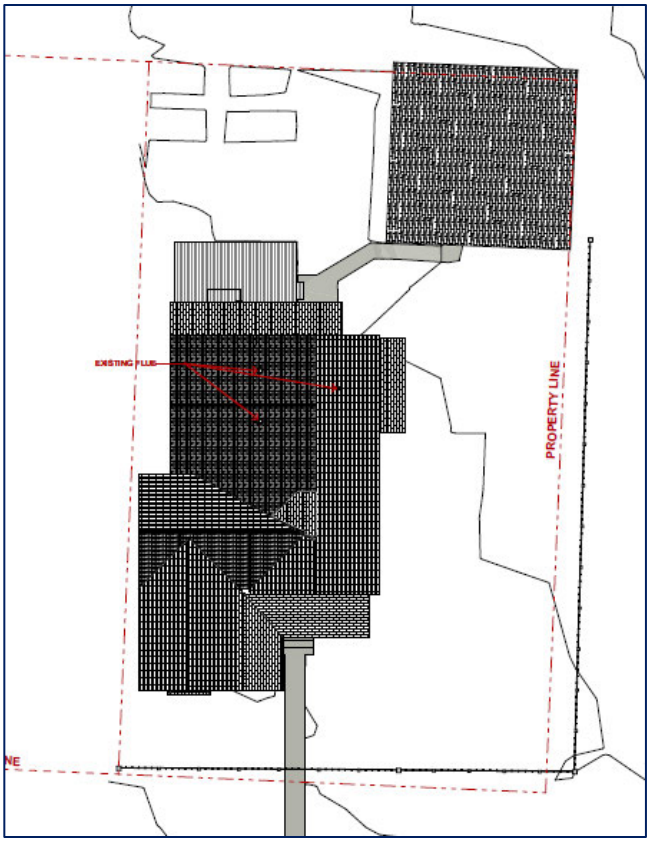
Roof material comparison of historic photograph from Aspen Historic Society, 2020.034.0028 circa 1964 (top) compared to existing condition (bottom).

Relocation

9.1 Developing a basement by underpinning and excavating while the historic structure remains in place may help to preserve the historic fabric.

- This activity will require the same level of documentation, structural assessment, and posting of financial assurances as a building relocation.

Response – Underpinning is not proposed – a description of the approach to relocate the house is included in Exhibit A.3 of this application.



Existing conditions showing the house in relation to the property line (red dotted line).

9.2 Proposals to relocate a building will be considered on a case-by-case basis.

- In general, on-site relocation has less of an impact on individual landmark structures than those in a historic district.
- In a district, where numerous adjacent historic structures may exist, the way that buildings were placed on the site historically, and the open yards visible from the street are characteristics that should be respected in new development.
- Provide a figure ground study of the surrounding parcels to demonstrate the effects of a building relocation.
- In some cases, the historic significance of the structure, the context of the site, the construction technique, and the architectural style may make on-site relocation too impactful to be appropriate. It must be demonstrated that on-site relocation is the best preservation alternative in order for approval to be granted.
- If relocation would result in the need to reconstruct a substantial area of the original exterior surface of the building above grade, it is not an appropriate preservation option.

Response – The house is proposed to be lifted and shifted slightly on the property to be parallel to property lines and to align with the 5' side setback. This is consistent with the surrounding neighborhood. Shifting the historic home to the 5' west setback and maintaining the large front setback is an appropriate preservation solution as it allows a perpendicular connection for new construction behind the landmark and it meet Fire Codes for property line separation.

A figure ground study of the surrounding parcels demonstrates the minimal impact of increasing the west side yard setback on the context of the neighborhood.



Figure ground study of buildings within the neighborhood. Most important to neighborhood context are the front and east setbacks.

9.3 Site a relocated structure in a position similar to its historic orientation.

- It must face the same direction and have a relatively similar setback. In general, a forward movement, rather than a lateral movement is preferred. HPC will consider setback variations where appropriate.
- A primary structure may not be moved to the rear of the parcel to accommodate a new building in front of it.
- Be aware of potential restrictions against locating buildings too close to mature trees. Consult with the City Forester early in the design process. Do not relocate a building so that it becomes obscured by trees.

Response – The building is proposed to maintain the front yard setback of ~12'11" and to increase the west side setback from ~1' 7" to 5'.

9.4 Position a relocated structure at its historic elevation above grade.

- Raising the finished floor of the building slightly above its original elevation is acceptable if needed to address drainage issues. A substantial change in position relative to grade is inappropriate.
- Avoid making design decisions that require code related alterations which could have been avoided. In particular, consider how the relationship to grade could result in non-historic guardrails, etc.

Response – The building will be relocated at historic grade based on historic photographs. Positive drainage away from the landmark is proposed.

9.5 A new foundation shall appear similar in design and materials to the historic foundation.

- On modest structures, a simple foundation is appropriate. Constructing a stone foundation on a miner's cottage where there is no evidence that one existed historically is out of character and is not allowed.
- Exposed concrete or painted metal flashing are generally appropriate.
- Where a stone or brick foundation existed historically, it must be replicated, ideally using stone salvaged from the original foundation as a veneer. The replacement must be similar in the cut of the stone and design of the mortar joints.
- New AspenModern foundations shall be handled on a case by case basis to ensure preservation of the design intent.

Response - The existing red sandstone foundation is historic and will be reused after the house is placed back on its new foundation. Red sandstone is preliminarily proposed for the new addition to be consistent with the landmark.

9.6 Minimize the visual impact of lightwells.

- The size of any lightwell that faces a street should be minimized.
- Lightwells must be placed so that they are not immediately adjacent to character defining features, such as front porches.
- Lightwells must be protected with a flat grate, rather than a railing or may not be visible from a street.
- Lightwells that face a street must abut the building foundation and generally may not "float" in the landscape except where they are screened, or on an AspenModern site.

Response – Two lightwells are proposed for the basement space and are both significantly setback from the historic landmark. Glass railings are proposed as lightwell grates are no longer allowed per Building Code.

9.7 All relocations of designated structures shall be performed by contractors who specialize in moving historic buildings, or can document adequate experience in successfully relocating such buildings.

- The specific methodology to be used in relocating the structure must be approved by the HPC.
- During the relocation process, panels must be mounted on the exterior of the building to protect existing openings and historic glass. Special care shall be taken to keep from damaging door and window frames and sashes in the process of covering the openings. Significant architectural details may need to be removed and securely stored until restoration.
- The structure is expected to be stored on its original site during the construction process. Proposals for temporary storage on a different parcel will be considered on a case by case basis and may require special conditions of approval.
- A historic resource may not be relocated outside of the City of Aspen.

Response – The project will comply with this requirement. A letter from KL&A is included as Exhibit A.3.

9.8 Proposals to relocate a building to a new site are highly discouraged.

- Permanently relocating a structure from where it was built to a new site is only allowed for special circumstances, where it is demonstrated to be the only preservation alternative.

Response – n/a.

New Addition

10.1 Preserve an older addition that has achieved historic significance in its own right.

Response – There are two historic "additions" to the original log cabin structure we assumed to be within the walls of the existing home. Based on wall thicknesses and the simple rectangular plan on the southeast corner of the building, we expect to find remnants of a log cabin that was added onto pre-1890 to create the footprint shown on the Sanborn Map. Comparison of the 1890 and 1893 Sanborne Maps illustrate the addition of the Hallam Street facing gable end in the southwest corner of the building, and the addition of the L-shaped front porch. The additions within the period of significance are preserved and the footprint is restored.



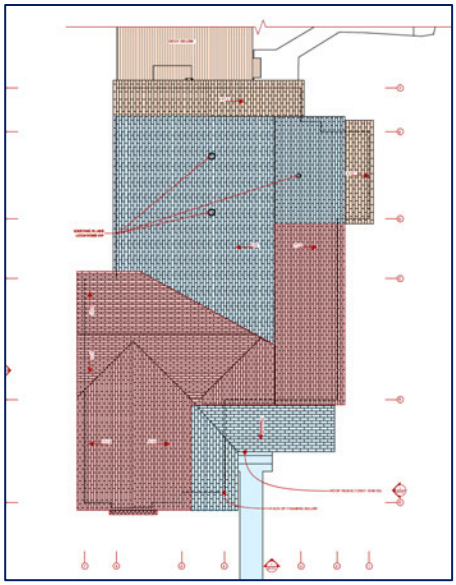
1890 Sanborn Map (top) and 1893 Sanborn Map (bottom) showing gable end and open front porch (dotted line)

Exhibit A.1
Review Criteria

10.2 A more recent addition that is not historically significant may be removed.

- For Aspen Victorian properties, HPC generally relies on the 1904 Sanborn Fire Insurance maps to determine which portions of a building are historically significant and must be preserved.
- HPC may insist on the removal of non-historic construction that is considered to be detrimental to the historic resource in any case when preservation benefits or variations are being approved.

Response – The existing non-historic addition is proposed to be remodeled to better comply with the Design Guidelines. The areas in orange on the roof plan below are not shown on the Sanborn Maps are proposed to be removed. The areas in blue are within the historic footprint but have been replaced overtime. These areas are proposed to be removed and replaced as described below.



Existing conditions roof plan.

10.3 Design a new addition such that one's ability to interpret the historic character of the primary building is maintained.

- A new addition must be compatible with the historic character of the primary building.
- An addition must be subordinate, deferential, modest, and secondary in comparison to the architectural character of the primary building.
- An addition that imitates the primary building's historic style is not allowed. For example, a new faux Victorian detailed addition is inappropriate on an Aspen Victorian home.
- An addition that covers historically significant features is inappropriate.
- Proposals on corner lots require particular attention to creating compatibility.

Response – The new addition is a product of its own time while remaining subordinate to the landmark. The historic character of the landmark is clearly expressed through materials, detailing, and massing while the addition is secondary with modest architectural details and forms. The primary entrance is through the restored front porch.



East elevation from Fourth Street.

10.4 The historic resource is to be the focus of the property, the entry point, and the predominant structure as viewed from the street.

- The historic resource must be visually dominant on the site and must be distinguishable against the addition.
- The total above grade floor area of an addition may be no more than 100% of the above grade floor area of the original historic resource. All other above grade development must be completely detached. HPC may consider exceptions to this policy if two or more of the following are met:
    - The proposed addition is all one story
    - The footprint of the new addition is closely related to the footprint of the historic resource and the proposed design is particularly sensitive to the scale and proportions of the historic resource
    - The project involves the demolition and replacement of an older addition that is considered to have been particularly detrimental to the historic resource
    - The interior of the resource is fully utilized, containing the same number of usable floors as existed historically
    - The project is on a large lot, allowing the addition to have a significant setback from the street
    - There are no variance requests in the application other than those related to historic conditions that aren't being changed
    - The project is proposed as part of a voluntary AspenModern designation, or
    - The property is affected by non-preservation related site specific constraints such as trees that must be preserved, Environmentally Sensitive Areas review, etc.

Response – The landmark is visually dominant on the property as it is the main entrance and is more intricately detailed than the proposed addition. The above grade historic floor area is 1,180 sf compared to the new addition which is 1,592.5 sf. The difference between historic and new above grade is 412.5 sf.

The footprint of new construction is smaller than the historic landmark – the landmark is 1,180 sf and new construction footprint is 1,120 sf. The addition is sensitive to the scale and proportions of the landmark by using gable forms to break down the second story mass, limit height to below the maximum, and to leave roughly 345 sf of allowable floor area unused. Demolition of a non-historic addition and restoration of the historic footprint is proposed. The interior of the resource is fully utilized as a living area and the main entry into the home. No variances are requested in this application.

10.5 On a corner lot, no portion of an addition to a one story historic resource may be more than one story tall, directly behind that resource, unless completely detached above grade by a distance of at least 10 feet.

HPC may consider exceptions to this policy if two or more of the following are met:

- The connector element that links the new and old construction is a breezeway or transparent corridor, well recessed from the street facing side(s) of the historic resource and the area of two story construction that appears directly behind the one story historic resource is minimal
- The footprint of the new addition is closely related to the footprint of the historic resource and the proposed design is particularly sensitive to the scale and proportions of the historic resource

- The project involves the demolition and replacement of an older addition that is considered to have been particularly detrimental to the historic resource
- The interior of the resource is fully utilized, containing the same number of usable floors as existed historically
- There are no variance requests in the application other than those related to historic conditions that aren't being changed
- The project is proposed as part of a voluntary AspenModern designation, or
- The property is affected by non-preservation related site specific constraints such as trees that must be preserved, Environmentally Sensitive Areas review, etc.

Response – Underlined criteria are met with the proposed addition. The landmark is 21'2" to top of ridge and the proposed addition is 27'4" to top of ridge (the addition is under the height limit per COA measurements). While the addition is taller than the landmark by about 6' 2"; the one story connecting element is just about 14'8" long between the historic and two story addition – a perspective view from Fourth Street is below. The connecting element is mostly glass and functions as a kitchen because it is part of the historic footprint shown on the Sanborn Maps. A ~2'8" jog in the connecting element delineates the end of the historic footprint and the start of new construction, and increases the length of the one story massing before it steps up to two stories.

The cross gable form of the new addition is similar to the landmark. Both height and floor area are below the maximum allowed in the zone district. Non historic additions are removed, and the historic footprint is restored. The interior of the resource is fully utilized and is the primary entrance to this home. The project does not request any variances.



East elevation

10.6 Design a new addition to be recognized as a product of its own time.

- An addition shall be distinguishable from the historic building and still be visually compatible with historic features.
- A change in setbacks of the addition from the historic building, a subtle change in material, or a modern interpretation of a historic style are all techniques that may be considered to help define a change from historic construction to new construction.
- Do not reference historic styles that have no basis in Aspen.
- Consider these three aspects of an addition: form, materials, and fenestration. An addition must relate strongly to the historic resource in at least two of these elements. Departing from the historic resource in one of these categories allows for creativity and a contemporary design response.
- Note that on a corner lot, departing from the form of the historic resource may not be allowed.
- There is a spectrum of appropriate solutions to distinguishing new from old portions of a development. Some resources of particularly high significance or integrity may not be the right instance for a contrasting addition.

Response – Inspiration for the proposed addition came from the form, scale and materials of the landmark, and from the brick addition to 202 North Monarch (behind the Hotel Jerome) which supports but does not distract from the landmark.

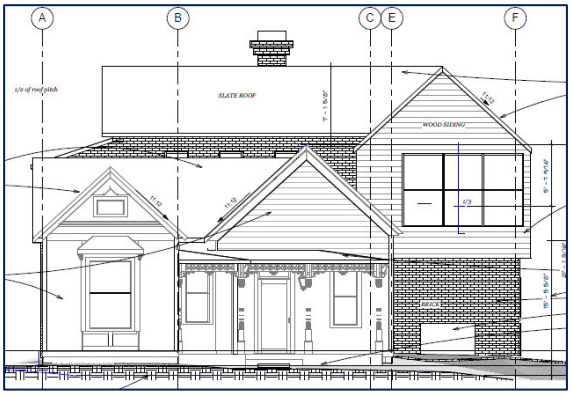
Form: The primary form of the addition is a cross gable – the street facing gable is 11:12 pitch to match the historic gable end.

Fenestration: Proposed windows in the new addition are vertically oriented with a modern application. Double hung style windows appear grouped together in the street facing gable end to differentiate the addition as new construction.

Materials: Horizontal wood siding and brick are the primary materials for the addition. Metal overhangs are proposed over the garage and the patio on the west elevation. Wood siding directly relates to the landmark, and brick was used in the historic chimney and is a traditional material appropriate for a new addition as evidenced by the 202 N. Monarch project. Using brick is a creative way to introduce a new traditional material to the property that is harmonious with an AspenVictorian. A slate roof is proposed for the entire project (except flat roofs and porch roof). Slate is a fire rated material that is similar in dimension and appearance to a wood shingle roof as discussed above.



202 North Monarch - brick addition to AspenVictorian property (aka Blu Vic).



South elevation showing relationship between historic and new forms.

10.7 When planning an addition to a building in a historic district, preserve historic alignments on the street.

- Some roof lines and porch eaves on historic buildings may align at approximately the same height. An addition can not be placed in a location where these relationships would be altered or obscured.

Response – n/a.

10.8 Design an addition to be compatible in size and scale with the main building.

- An addition that is lower than, or similar to the height of the primary building, is preferred.

Response – The proposed two story addition is about 7' taller than the historic landmark but only about 25' wide and is located about 50' back from the front façade of the landmark. In perspective, the height and massing of the two story addition will be almost invisible from Hallam Street. The view from Fourth Street clearly conveys a simple form that relates but does not overwhelm the landmark.

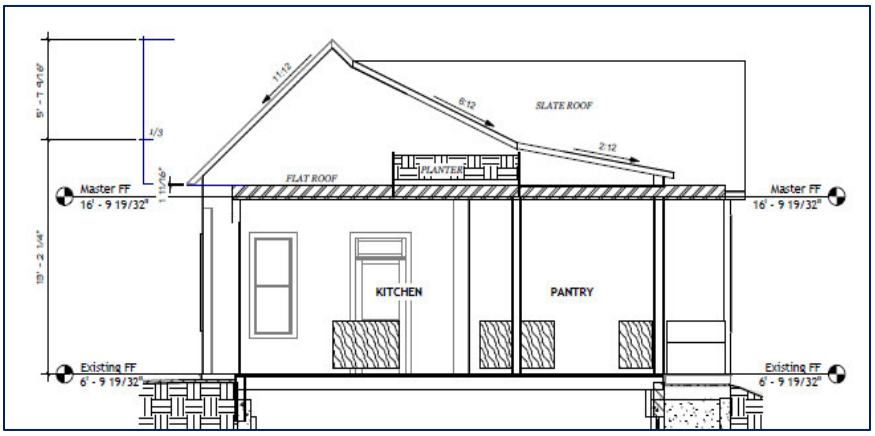


Proposed south elevation.

10.9 If the addition is taller than a historic building, set it back from significant façades and use a "connector" to link it to the historic building.

- Only a one-story connector is allowed.
- Usable space, including decks, is not allowed on top of connectors unless the connector has limited visibility and the deck is shielded with a solid parapet wall.
- In all cases, the connector must attach to the historic resource underneath the eave.
- The connector shall be a minimum of 10 feet long between the addition and the primary building.
- Minimize the width of the connector. Ideally, it is no more than a passage between the historic resource and addition. The connector must reveal the original building corners. The connector may not be as wide as the historic resource.
- Any street-facing doors installed in the connector must be minimized in height and width and accessed by a secondary pathway. See guideline 4.1 for further information.

Response – A one story connector is proposed that is ~14'8" long and connects just under the eave. Interior floor to ceiling height is 9'10" which mimics the existing historic ceiling height. The width of the connector matches the restored historic footprint of the home. Sliding glass doors face Fourth Street.



Section showing connecting element and proposed green roof planter (Sheet A10).

10.10 Place an addition at the rear of a primary building or set it back substantially from the front to minimize the visual impact on the historic structure and to allow the original proportions and character to remain prominent.

- Locating an addition at the front of a primary building is inappropriate.
- Additions to the side of a primary building are handled on a case-by-case basis and are approved based on site specific constraints that restrict rear additions.
- Additional floor area may also be located under the building in a basement which will not alter the exterior mass of a building.

Response – The addition is proposed at the rear of the building to minimize visual impact on the historic structure. The project is well under the allowable floor area and is a modest 2 bedroom, 2.5 bathroom home with two car garage. The addition is about 11' 3" to the east of the landmark to capture a view of Aspen Mountain, but this portion of the addition is about 50' back from the front façade of the historic home.

10.11 Roof forms shall be compatible with the historic building.

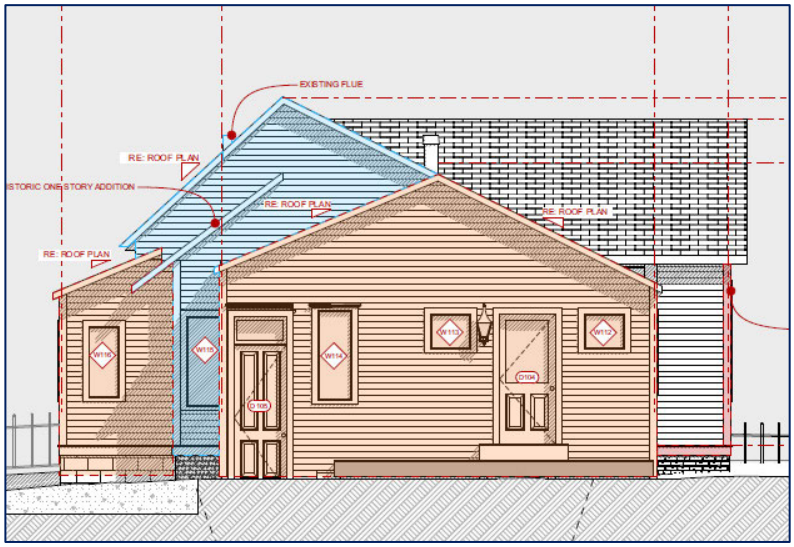
- A simple roof form that does not compete with the historic building is appropriate.
- On Aspen Victorian properties, a flat roof may only be used on an addition to a gable roofed structure if the addition is entirely one story in height, or if the flat roofed areas are limited, but the addition is primarily a pitched roof.

Response – Gable roofs are proposed for the addition to relate to the landmark.

10.12 Design an addition to a historic structure that does not destroy or obscure historically important architectural features.

- Loss or alteration of architectural details, cornices, and eave lines must be avoided.

Response –The addition does not obscure historically important features. The original appearance of rear of the historic landmark is unknown – the only evidence is the footprint shown on the historic Sanborn maps and the historic sandstone foundation. Rather than guess at the appearance, the project proposes to preserve the footprint and use the element as the connection between historic and new with a flat roof and modern sliding glass window system. Architectural details, eaves, etc. will be protected, restored, and replaced in kind (if necessary).





As built north elevation (top) and photograph of existing northeast corner.

Lighting and Mechanical

12.3 Exterior light fixtures should be simple in character.

- The design of a new fixture should be appropriate in form, finish, and scale with the structure.
- New fixtures should not reflect a different period of history than that of the affected building, or be associated with a different architectural style.
- Lighting should be placed in a manner that is consistent with the period of the building, and should not provide a level of illumination that is out of character.
- One light adjacent to each entry is appropriate on an Aspen Victorian residential structure. A recessed fixture, surface mounted light, pendant or sconce will be considered if suited to the building type or style.
- On commercial structures and AspenModern properties, recessed lights and concealed lights are often most appropriate.

Response – Exterior lighting will be developed for Final Design.

12.4 Minimize the visual impacts of utilitarian areas, such as mechanical equipment and trash storage.

- Place mechanical equipment on the ground where it can be screened.
- Mechanical equipment may only be mounted on a building on an alley façade.
- Rooftop mechanical equipment or vents must be grouped together to minimize their visual impact. Where rooftop units are visible, it may be appropriate to provide screening with materials that are compatible with those of the building itself. Use the smallest, low profile units available for the purpose.
- Window air conditioning units are not allowed.
- Minimize the visual impacts of utility connections and service boxes. Group them in a discrete location. Use pedestals when possible, rather than mounting on a historic building.
- Paint mechanical equipment in a neutral color to minimize their appearance by blending with their backgrounds
- In general, mechanical equipment should be vented through the roof, rather than a wall, in a manner that has the least visual impact possible.
- Avoid surface mounted conduit on historic structures.

Response – The mechanical equipment will be located in the subgrade mechanical room. All venting is routed through the proposed chimney in the new addition. Any mechanical equipment that requires open air venting will be located off the alley in the northwest corner hidden from street view. Mechanical will be fully developed for Final Review.

Sec. 26.415.080. Demolition of designated historic properties or properties within a historic district.

It is the intent of this Chapter to preserve the historic and architectural resources that have demonstrated significance to the community. Consequently, no demolition of properties designated on the Aspen Inventory of Historic Landmark Site and Structures or properties within a Historic District will be allowed unless approved by the HPC in accordance with the standards set forth in this Section.

4. The HPC shall review the application, the staff report and hear evidence presented by the property owners, parties of interest and members of the general public to determine if the standards for demolition approval have been met. Demolition shall be approved if it is demonstrated that the application meets any one of the following criteria:

   a) The property has been determined by the City to be an imminent hazard to public safety and the owner/applicant is unable to make the needed repairs in a timely manner,

   b) The structure is not structurally sound despite evidence of the owner's efforts to properly maintain the structure,

   c) The structure cannot practically be moved to another appropriate location in Aspen or

   d) No documentation exists to support or demonstrate that the property has historic, architectural, archaeological, engineering or cultural significance and

   Additionally, for approval to demolish, all of the following criteria must be met:

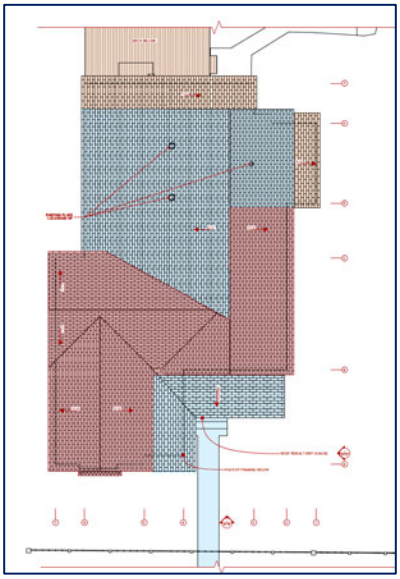
   a) The structure does not contribute to the significance of the parcel or Historic District in which it is located and

   b) The loss of the building, structure or object would not adversely affect the integrity of the Historic District or its historic, architectural or aesthetic relationship to adjacent designated properties and

   c) Demolition of the structure will be inconsequential to the historic preservation needs of the area.

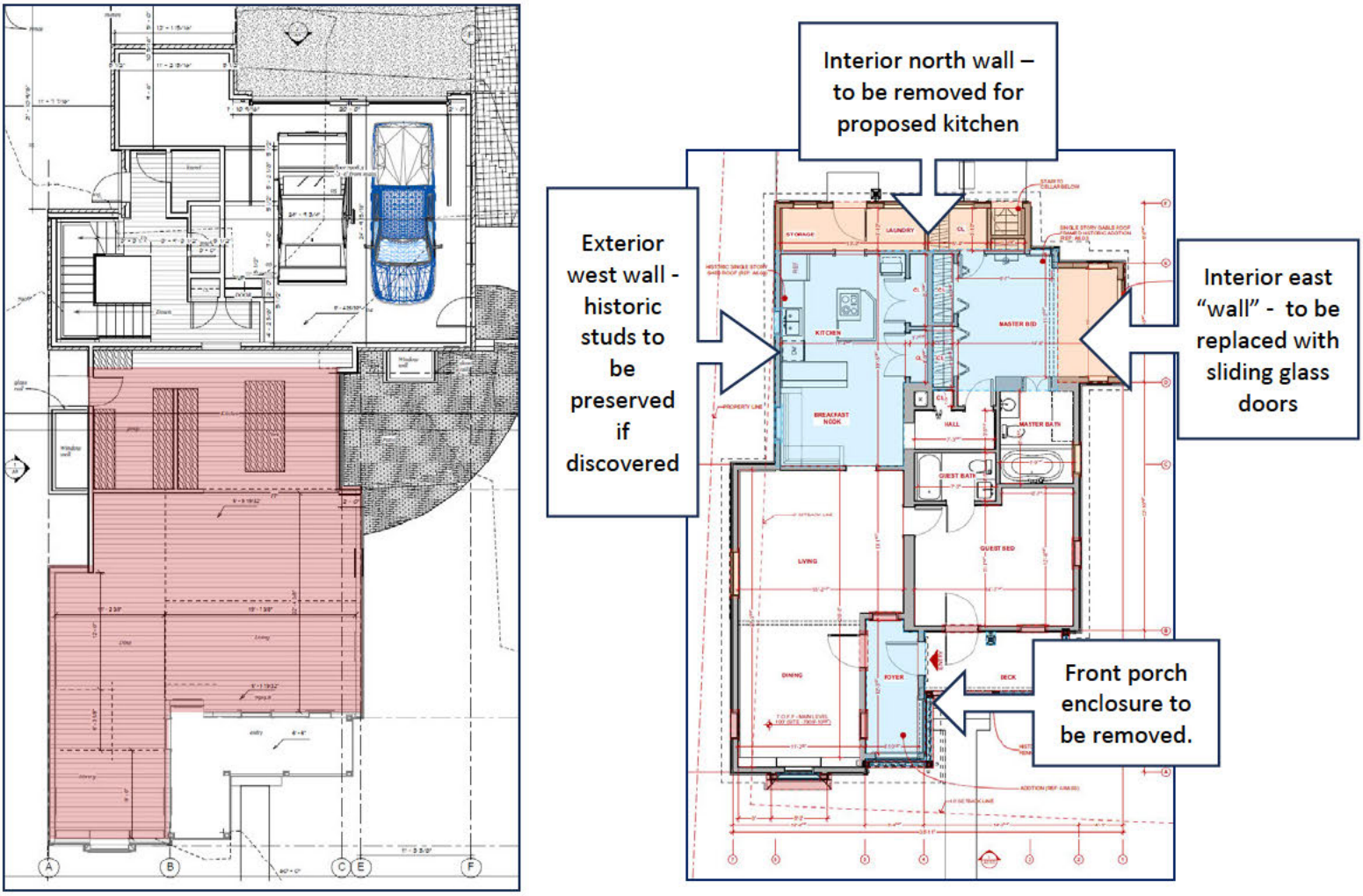
Response – Demolition of the non-historic additions identified in Exhibit K is proposed. Visual inspection and analysis of historic maps and photographs supports the removal of the east side addition and the rear (north elevation) addition. Portions of the front porch (roof, base of columns, enclosure, etc.) are not historic and are proposed to be removed and restored per historic photographs. Areas in blue and orange are proposed to be removed per the roof plan at right. Removal of these non-historic additions do not adversely impact the historic landmark and are inconsequential to the preservation needs of the area.





Photograph of rear (left) roof plan (right) showing historic in red, altered within the historic footprint in blue, and additions outside the historic footprint in orange.

Exploratory demolition was not conducted as the owner lives in the home. Historic wall studs discovered in the west wall of the rear historic footprint will be preserved. The wall area proposed to have sliding glass doors facing Fourth Street has already been completely removed, and the north wall is an interior wall that is outside the purview of HPC. This interior wall is proposed to be removed to function as the kitchen in the connecting element. As an interior wall, it does not require demolition approval from HPC; however we want to be fully transparent in the proposed project to avoid any issues at building permit review.



Proposed main level plan with red overlay showing historic footprint (left) and existing conditions (right).

KL&A, Inc.
215 N. 12th Street, Unit E
Carbondale, Colorado 81623
Telephone: (970) 927-5174

July 11, 2024

Scott Hoffman
Crestone Building Company
504 W Hallam
Aspen, CO 81611

Re: *504 W Hallam Residence*

Dear Scott,

The purpose of this letter is to formally document that KL&A's services have been retained for a remodel and addition to a home at the above referenced address. The existing house is on the City of Aspen historic registry. The historic portion of the house will be moved and stored temporarily on the lot while a new foundation is constructed, and then moved back onto the new foundation. Once it is put back in place, it will undergo significant structural retrofit to meet all current structural codes, while retaining the required exterior historic features.

KL&A has observed the existing residence and has met with the contractor and the subcontractor that will perform the house moving. KL&A has concluded that the house can be moved safely and will coordinate the required stabilization measures necessary to maintain the structural integrity during the moving process.

Please feel free to contact me if there are any questions.

Sincerely,

Dan Doherty

Dan Doherty, P.E.
Principal



26.415.090. Relocation of designated historic properties.

The intent of this Chapter is to preserve designated historic properties in their original locations as much of their significance is embodied in their setting and physical relationship to their surroundings as well as their association with events and people with ties to particular site. However, it is recognized that occasionally the relocation of a property may be appropriate as it provides an alternative to demolition or because it only has a limited impact on the attributes that make it significant.

C. Standards for the relocation of designated properties. Relocation for a building, structure or object will be approved if it is determined that it meets any one of the following standards:

1. *It is considered a noncontributing element of a historic district, and its relocation will not affect the character of the historic district; or*
2. *It does not contribute to the overall character of the historic district or parcel on which it is located, and its relocation will not have an adverse impact on the Historic District or property; or*
3. *The owner has obtained a certificate of economic hardship; or*
4. *The relocation activity is demonstrated to be an acceptable preservation method given the character and integrity of the building, structure or object and its move will not adversely affect the integrity of the Historic District in which it was originally located or diminish the historic, architectural or aesthetic relationships of adjacent designated properties; and*

Additionally, for approval to relocate all of the following criteria must be met:

1. *It has been determined that the building, structure or object is capable of withstanding the physical impacts of relocation.*
2. *An appropriate receiving site has been identified; and*
3. *An acceptable plan has been submitted providing for the safe relocation, repair and preservation of the building, structure or object including the provision of the necessary financial security.*

Response – The landmark is proposed to be shifted to the east about 3'5" to meet the 5' setback. This shift does not impact the ~12' 11" front setback and allows a parallel connection of the new construction, proper Fire protection, and spacing from the adjacent property. Slight shifting of the landmark to be parallel to property lines and meet setback requirements does not impact the character of the neighborhood and has positive impacts on the landmark because it avoids fireproofing the west wall of the landmark. Relocation of the landmark to repair the foundation is an acceptable preservation method. The original sandstone foundation will be stored and reused once the landmark is relocated. The landmark will be placed on a slab on grade – there will be no crawl space to avoid venting requirements and no basement to avoid lightwells near the landmark. The owner/builder has 31 years of construction experience and finds that slab on grade is the best construction method.

The attached letter from professional engineer Dan Doherty of KL&A has met with Bill Bailey house moving and inspected the house and property. Doherty determined the house is capable of withstanding the impacts of relocation. Page A1 of the drawing set includes a preliminary housing moving plan for temporary storage of the landmark onsite while the foundation is prepared. Financial security will be provided at building permit application. The owner/builder is aware of the requirement for a letter of credit or similar security, and agrees to provide said documentation.



Existing location of landmark (left), temporary relocation plan (middle), proposed location of landmark (right).

Exhibit A.3
Relocation

26.415.110 Benefits

(f) *Floor area bonus.*

(1) In selected circumstances, the HPC may grant up to five hundred (500) additional square feet of allowable floor area for projects involving designated historic properties. The potential bonus is determined by net lot area such that a three thousand (3,000)—five thousand nine hundred ninety-nine (5,999) square foot lot is eligible for a maximum of a two hundred fifty (250) square foot floor area bonus, a six thousand (6,000)—eight thousand nine hundred ninety-nine (8,999) square foot lot is eligible for a maximum of a three hundred seventy five (375) square foot floor area bonus and a nine thousand (9,000) square foot or larger lot is eligible for a maximum of a five hundred (500) square foot floor area bonus. Floor area bonuses are cumulative. More than one (1) bonus may be approved up to the maximum amount allowed for the lot. If a property is subdivided, the maximum bonus will be based on the original lot size, though the bonus may be allocated amongst the newly created parcels to the extent permitted.

Response – A 163 sf bonus is requested out of the 375 sf bonus allowed for a 6,000 sf property.

On any lot where a historic property is permitted a duplex density while a non-historic property is not, the increased allowable floor area that results from the density will be deducted from the maximum bonus that the property may receive.

To be considered for the bonus, it must be demonstrated that the project meets all of the following criteria:

a. The historic building is the key element of the property, and the primary entry into the structure, and the addition is incorporated in a manner that maintains the visual integrity of the historic building; and

b. If applicable, historically significant site and landscape features from the period of significance of the historic building are preserved; and the applicant is undertaking multiple significant restoration actions, including but not limited to, re-opening an enclosed porch, re-installing doors and windows in original openings that have been enclosed, removing paint or other non-original finishes, or removing elements which are covering original materials or features; and

c. The project retains a historic outbuilding, if one is present, as a free standing structure above grade; and

d. The applicant is electing a preservation outcome that is a high priority for HPC, including but not limited to, creating at least two (2) detached structures on the site, limiting the amount of above grade square footage added directly to a historic resource to no more than twice the above grade square footage of the historic resource, limiting the height of an addition to a historic resource to the height of the resource or lower, or demolishing and replacing a significantly incompatible non-historic addition to a historic resource with an addition that meets current guidelines.

Response – The historic building is the primary focal point of the property. The proposed rear addition is setback almost 5' more than the required 10' connecting element. The front and side yards are preserved and a non-historic garage is removed from the site. A significantly altered front porch is completely restored using historic photographs, and non-historic additions are removed to reveal the historic building footprint.

Openings are restored as evidenced by historic framing and historic photographs. No outbuildings are present on the property. There is no historically significant landscaping.

The height of the addition is limited to only ~7' above the ridge of the historic home (and is below the maximum height limit) and the amount of above grade square footage is less than the maximum allowed – the project is 337 sf under the maximum allowable floor area. Proposed new above grade floor area is only 412.5 sf more than the historic floor area (1,180 sf of historic vs. 1,592.5 sf of new). No variances are requested in the application. The new addition meets the design guidelines and replaces non-historic additions and alterations.

Sec. 26.535.070. - Review criteria for establishment of a historic transferable development right.

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

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

Response – 504 West Hallam is a historic landmark site and single family or duplex are permitted uses in the R-6 zone district.

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

Response – The allowable floor area is included as an exhibit and summarized below. The current property has 1,978.5f of allowable floor area.

Table 1: Floor Area analysis

	Single Family Home
Allowable Floor Area	*3,240 sf*
Existing Floor Area	*1,978.5 sf*
Unbuilt Floor Area	***1,261.5 sf***
Unbuilt Floor Area After removal of 2 TDRS (500 sf)	***761.5 sf***

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

Response – A nonconformity is not created or increased as part of this request.

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

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

Response - The property currently has adequate unused floor area to create 2 TDRs (Table 1). A pending Major Development application proposes 2,903.5 sf of floor area. A 163 sf floor area bonus is requested for complete restoration of the altered front porch, removal of non-historic additions, restoration of historic openings, and restoration of the historic footprint.

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

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

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

Response – A draft deed restriction is included in the application for review. It is understood that the property owner may elect to sever up to two TDR certificates and is not obligated to sever both TDRs. It is also understood that floor area equal to the number of TDRs issued is permanently severed from the property upon the recordation of the deed restriction, and not upon approval of an ordinance.

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

Response – n/a.

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

Response – Please refer to attached drawings and application narrative for a zoning analysis and floor area calculations.

(h) The sale, assignment, conveyance or other transfer or change in ownership of transferable development rights certificates shall be recorded in the real estate records of the Pitkin County Clerk and Recorder and must be reported by the grantor to the City of Aspen Community Development Department within five (5) days of such transfer. The report of such transfer shall disclose the certificate number, the grantor, the grantee and the total value of the consideration

paid for the certificate. Failure to timely or accurately report such transfer shall not render the transferable development right certificate void.

Response – n/a.

(i) TDR certificates may be issued at the pace preferred by the property owner.

Response – It is understood that the property owner may elect to sever up to two TDR certificates and is not obligated to sever both TDRs. It is also understood that floor area equal to the number of TDRs issued is permanently severed from the property upon the recordation of the deed restriction, and not upon approval of an ordinance.

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

Response – n/a.

504 West Hallam Street
Acknowledgement of Transferrable Development Right Certificates

April 14, 2025

To Whom it May Concern,

As the contract purchaser of 504 West Hallam Street, legally described as Lots R and S, Block 28, City and Townsite of Aspen, Pitkin County, Colorado, and pursuant to City of Aspen Land Use Code Section 26.535.050, I acknowledge the following:

1. A deed restriction will permanently encumber the sending site and restrict 504 West Hallam Street's development rights to below that allowed by right by zoning according to the number of historic Transferrable Development Right certificates severed from 504 West Hallam Street.
2. The 504 West Hallam Street property owner, at their sole discretion, may elect to not pursue the issuance of Transferrable Development Right certificates, and reduction of allowable floor area, by not recording a deed restriction.
3. The 504 West Hallam Street property owner, at their sole discretion, may elect to not sever all of the granted Transferrable Development Right certificates.
4. For each Transferrable Development Right certificate issued by the City of Aspen for 504 West Hallam Street, the property shall be allowed two hundred and fifty (250) square feet less of floor area, as permitted according to the property's zoning, as amended.
5. The 504 West Hallam Street property owner shall have no authority over the manner in which the certificate of development right is used by subsequent owners of the historic Transferrable Development Right certificate.

Sincerely,
Scott Hoffman

CONTRACT PURCHASER:

By:_____
Scott Hoffman

STATE OF COLORADO)
)ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this 17 day of April, 2025, by Scott Hoffman

Witness my hand and official seal.
My commission expires: 8/2/25

_____
Notary Public

CHARLES SMITH
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214030803
MY COMMISSION EXPIRES AUG 2, 2025

DEED RESTRICTION AND AGREEMENT FOR ESTABLISHMENT OF A
HISTORIC TRANSFERABLE DEVELOPMENT RIGHT
PURSUANT TO ASPEN CITY COUNCIL
ORDINANCE #___ , SERIES OF 20__

THIS DEED RESTRICTION AND AGREEMENT is made and entered into this _____ day of _____, 20__, by Scott Hoffman, (hereinafter referred to as "Owner"), whose address is 504 West Hallam Street, Lots R and S, Block 28, City and Townsite of Aspen, Pitkin County, Colorado, Parcel ID 2735-124-25-006, and The City of Aspen, a body politic and corporate pursuant to its Home-Rule Charter and the Constitution of the State of Colorado, acting through its City Council, (hereinafter the "City");

WITNESSETH

WHEREAS, Owner owns real property more specifically described as; Lots R and S, Block 28, City and Townsite of Aspen, Pitkin County, Colorado, Parcel ID 2735-124-25-006 (hereinafter referred to as "Real Property"), which Real Property is designated as a Historic Site, as such are defined in the City of Aspen Land Use Code ("City Code"); and

WHEREAS, Owner has submitted an affidavit, duly notarized, in compliance with Section 26.535.090.A.2 of the City Code, and supplied the necessary application materials identified in Section 26.535.090 showing compliance with the criteria set forth in Section 26.535.070 of the City Code; and

WHEREAS, The Community Development Department has reviewed Owner's application according to the review standards identified in 26.535.070 of the City Code, and has recommended approval of the application and the establishment of up to two (2) approved Historic TDR Certificates as set forth herein; and

WHEREAS, City Council Ordinance #____, Series of 20___ (the "Ordinance") was approved on ___(date)_____, establishing the above referenced Historic TDR Certificates, and requiring that a Deed Restriction be recorded in real property records of Pitkin County, designating the Real Property as a Sending Site and permanently restricting the development of the Real Property (the Sending Site) to an allowable Floor Area not exceeding the allowance for a single-family residence or duplex if allowed, minus two hundred and fifty (250) square feet of Floor Area multiplied by the number of Historic TDR Certificates established; and

WHEREAS, in consideration of the establishment of one (1) or two (2) Historic TDR Certificates pursuant to the Ordinance and City Code, Owner agrees to restrict the Real Property as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, Owner and the City hereby covenant and agree as follows:

1. Development of the Real Property (the Sending Site) is hereby permanently restricted to an allowable Floor Area not exceeding the allowance for a single-family residence or duplex as otherwise permitted by the City Code on the Real Property, minus any deductions resulting from previous issuance of TDR certificate(s) and minus 250 square feet, that being two hundred fifty (250) square feet of Floor Area multiplied by the one (1) Historic TDR Certificate hereby established.

2. The property owner may elect to sever up to two (2) TDR certificates from the property and is not required by Ordinance # ___, Series of 2025 to sever both TDR certificates. The property owner, at their sole discretion, may elect to sever no TDRs, one (1) TDR or two (2) TDRs fom the property.

3. In consideration of the foregoing, and pursuant to the City Code and the Ordinance, the City shall cause the issuance of one (1) Historic TDR Certificate, executed by the Mayor, allowing the transfer of development rights to a Receiver Site to be determined pursuant to the City Code. This Historic TDR Certificate may be sold, assigned, transferred, or conveyed. Transfer of title shall be evidenced by an assignment of ownership on the actual certificate document. Upon transfer, the new owner may request the City re-issue the certificate acknowledging the new owner. Reissuance shall not require adoption of a new ordinance. The market for such Historic TDR Certificates shall remain unrestricted and the City shall not prescribe or guarantee the monetary value of any Historic TDR Certificates.

4. This deed restriction shall not be construed to stipulate an absolute Floor Area on the Real Property, but only a square footage reduction from the allowable Floor Area, as that allowable Floor Area may be amended from time to time.

5. The Real Property (Sending Site) shall remain eligible for Floor Area incentives and/or exemptions as may be authorized by the City Code, as it may be amended from time to time.

6. This restriction may be modified only in a writing signed by both the Owner and the City.

7. Unless modified as stated above, this Agreement shall constitute a covenant running with the Real Property as a burden thereon for the benefit of, and shall be specifically enforceable by, the City Council of the City of Aspen by any appropriate legal action including, but not limited to, injunction or abatement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS HEREOF, the parties hereto have executed this instrument on the date and year above first written.

OWNER:

By:_____
Scott Hoffman

STATE OF COLORADO)
)ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____

Witness my hand and official seal.
My commission expires:_____

_____
Notary Public

APPROVAL OF CITY ATTORNEY

By:_____
Kate Johnson, City Attorney

THE CITY OF ASPEN, COLORADO
a body politic and corporate pursuant to
its Home-Rule Charter and the Constitution of the State of Colorado

By:_____ Date:_____
Rachel Richards, Mayor

STATE OF COLORADO)
)ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by_____, as Mayor of the City of Aspen, Colorado.

Witness my hand and official seal.
My commission expires:_____

_____
Notary Public

Exhibit B

LAND USE APPLICATION FORM

PROJECT:

Name: 504 West Hallam Street

Location: 504 West Hallam Street, Lots R and S, Block 28, City and Townsite of Aspen

(Indicate street address, lot & block number or metes and bounds description of property)

Parcel ID #: 2735-124-25-006

APPLICANT:

Name: Scott Hoffman

Address: 504 West Hallam Street, Aspen CO 81611

Phone # : 970-376-0292 **E-mail:** [redacted]

REPRESENTATIVE:

Name: Sara Adams, BendonAdams

Address: 300 S. Spring Street, #202, Aspen CO

Phone # : 970-925-2855 x2 **E-mail:** [redacted]

EXISTING CONDITIONS: (description of existing buildings, uses, previous approvals, etc.)

Single family home, designated landmark, with non-historic additions located in west side setback. Detached garage with access from Fourth Street located in setbacks.

PROPOSAL: (description of proposed buildings, uses, modifications, etc.)

Relocate historic home to comply with west side setback requirement. Demolish non-historic additions, and non-historic detached garage. Construct new addition including an attached garage with alley access. Add roughly 1,000 sf of floor area.

DIMENSIONAL REQUIREMENTS FORM

Project: 504 West Hallam Street

Applicant: Scott Hoffman, represented by Sara Adams/BendonAdams

Project Location: 504 West Hallam Street

Zone District: R-6

Lot Size: 6,000

Gross Lot Area: 6,000 Net Lot Area: 6,000

For the purposes of calculating Floor Area, Lot Area may be reduced for areas within the high-water mark, easements, and steep slopes. Please refer to the definition of Lot Area in the Municipal Code.

Existing non-conformities or encroachments and note if encroachment licenses have been issued:

East, west, and rear setback encroachments.
Engineering variance granted to access garage from Fourth Street (reception #707016).

Variations requested (identify the exact variations being requested):

FAR Bonus of 163 sf is requested.

DIMENSIONAL REQUIREMENTS FORM

Commercial net leaseable:	*Existing:*	n/a	*Proposed:*	n/a
Number of Lodge Pillows:	*Existing:*	n/a	*Proposed:*	n/a
Number of Lodge Units:	*Existing:*	n/a	*Proposed:*	n/a
Number of residential units:	*Existing:*	1	*Proposed:*	1
Number of Free-Market residential units:	*Existing:*	1	*Proposed:*	1
Number of Affordable residential units:	*Existing:*	n/a	*Proposed:*	n/a

Proposed % of demolition: 79 %

DIMENSIONS:

Write N/A where no requirements exists in the zone district.

Floor Area:	*Existing:*	1,978.5	*Allowable:*	3,240 + 163 sf Boı	*Proposed:*	2,903.5
Height						
Principal Building:	*Existing:*		*Allowable:*	25'	*Proposed:*	
Accessory Building:	*Existing:*	n/a	*Allowable:*	n/a	*Proposed:*	n/a
On-Site Parking:	*Existing:*	2	*Allowable:*	2	*Proposed:*	2
% Site Coverage:	*Existing:*	32%	*Allowable:*	50%	*Proposed:*	39%
% Open Space:	*Existing:*	n/a	*Allowable:*	n/a	*Proposed:*	n/a
Front Setback:	*Existing:*	12'11"	*Allowable:*	10'	*Proposed:*	12'11"
Rear Setback:	*Existing:*	0'	*Allowable:*	10'/5'	*Proposed:*	10'/5'
Combined Front/Rear:	*Existing:*	n/a	*Allowable:*	n/a	*Proposed:*	n/a
Indicate N, S, E, W						
Side Setback:	*Existing:*	1.6' WEST	*Allowable:*	5' WEST	*Proposed:*	5' WEST
Side Setback:	*Existing:*	0.7' EAST	*Allowable:*	5' EAST	*Proposed:*	10' EAST
Combined Front/Rear:	*Existing:*	2.3'	*Allowable:*	15'	*Proposed:*	15'
Distance between Buildings:	*Existing:*	n/a	*Allowable:*	n/a	*Proposed:*	n/a

TYPE OF APPLICATION

- [ ] ESA Review (Stream Margin, 8040 Greenline, View Plane, or Hallam Lake Bluff)
- [ ] Non Conformities
- [ ] Pre-Development Topography
- [ ] Temporary Use
- [ ] Accessory Dwelling Unit/Carriage House
- [x] Dimensional Variance
- [ ] Growth Management Review
- [ ] Outdoor Vending
- [ ] Planned Development Review
- [ ] Certificates of Affordable Housing Credit
- [ ] Establishment of Zoning or Rezoning
- [ ] Subdivision Review Condominiumization
- [ ] Approval Documents
- [ ] Special Review
- [ ] Wireless Facilities
- [ ] Residential Design Standard Review
- [ ] Conditional Use Review

HISTORIC PRESERVATION REVIEWS

- [ ] Historic Designation
- [x] Certificate of Appropriateness
- [ ] Minor Historic Development

Major Historic Development (select one below)

- [x] Conceptual Development
- [ ] Final Development

- [x] Relocation (temporary, on or off-site)
- [x] Demolition (total demolition)
- [ ] Substantial Historic Preservation Amendment
- [ ] Historic Landmark Lot Split
- [ ] Establishment of Transferable Development Rights (TDRs)

Other

CITY OF ASPEN

PRE-APPLICATION CONFERENCE SUMMARY
PRE-24-052

DATE: April 23, 2025
PLANNER: Stuart Hayden, stuart.hayden@aspen.gov
REPRESENTATIVE: Sara Adams, Sara@BendonAdams.com
PROJECT LOCATION: 504 W Hallam Street
PARCEL ID: 2735-124-25-006
REQUEST: HP Major Development, HP Relocation, HP Benefits

DESCRIPTION: 504 W. Hallam Street is a circa 1885 AspenVictorian structure set on a 6,000 square foot corner lot, located in the R-6 residential zone district. The property was designated per Ordinance #4, Series of 1995.

The applicant is proposing the following work items:

- Removing existing non-historic additions on the historic resource.
- Restoring the front porch.
- Lifting and slightly rotating the historic building to be parallel to the property line.
- Demolishing a ca. 1950s detached garage.
- Constructing a 750- to 1,000-square-foot addition with attached garage and basement.
- Maintaining curb cut on N. 4th Street.

The applicant is also asking for the following Historic Preservation benefits:

- Establishment of two Transferable Development Rights (TDRs).
- Floor area bonus of ~163 square feet.

Given these requests, HP Major Development, HP Relocation, and HP Benefits reviews are anticipated. Major Development is a two-step process requiring the approval of a conceptual development plan and a final development plan. During its review of the conceptual development plan the HPC will consider mass, scale and site plan and evaluate the relocation and floor area bonus requested by the applicant, making a determination to approve, disapprove, approve with conditions or continue the application to obtain additional information necessary to make a decision to approve or deny. Following the conceptual development plan review, staff will inform City Council of the HPC decision, allowing them the opportunity to uphold or to “Call Up” aspects of the major development and relocation approval for further discussion. This is a standard practice for all significant projects. Following the Notice of Call Up, and submittal of a final design application, the HPC will conduct final design review to consider landscape, lighting and materials.

The Historic Preservation Design Guidelines and the Land Use Code Sections that are applicable to this project will be used to evaluate the proposal. This property is exempt from Residential Design Standard Review (RDS). The project is subject to Administrative Growth Management mitigation for affordable housing.

Establishing TDRs requires the review and determination of the City Council. With a recommendation from the Community Development Department and public testimony provided during a duly noticed public hearing, the City Council shall approve or disapprove the establishment of a historic TDR certificate by adoption of an ordinance according to the review standards identified in Section 26.535.070 of the Aspen Land Use Code.

RELEVANT LAND USE CODE SECTIONS:

Section Number	Section Title
26.304	Common Development Review Procedures
26.415.070(d)	Historic Preservation – Major Development
26.415.090	Historic Preservation – Relocation
26.415.110	Historic Preservation – Benefits
26.470.090	Administrative Growth Management
26.535	Transferable Development Rights
26.575.020	Calculations and Measurements
26.710.040	Medium-Density Residential (R-6)

HELPFUL LINKS:

- Land Use Application (PDF)
- Land Use Code (PDF)
- Historic Preservation Design Guidelines (PDF)

REVIEW BY:

- Staff for completeness and recommendations;
- HPC for final decision of Major Development, Relocation and Floor Area Bonus;
- City Council for final decision of TDRs and Notice of Call Up for Major Development and Relocation

REQUIRED LAND USE REVIEW(S):

- HP – Major Development
- HP – Relocation
- HP – Benefits
- Establishing a Transferable Development Right Certificate

PUBLIC HEARING: Yes, at HPC and Council

PLANNING FEES: $1,950 for 6 billable hours of staff time. Additional/fewer hours will be billed/refunded at a rate of $325 per hour.

REFERRAL FEES: Engineering Review: $1,605.00 (Flat Fee)
Parks Review: $975.00 (Flat Fee)

TOTAL DEPOSIT: $4,530

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

APPLICATION CHECKLIST: <u>Below is a list of submittal requirements for this review. Please email the entire application as one pdf to cdehadmins@aspen.gov. Include "PRE-24-052" in the subject line. If more than 18 months has lapsed since this letter was issued, please reach out to hp@aspen.gov.</u>

- ☐ Completed Land Use Application and signed Fee Agreement.
- ☐ Pre-application Conference Summary (this document).
- ☐ Street address and legal description of the parcel on which development is proposed to occur, consisting of a current (no older than 6 months) certificate from a title insurance company, an ownership and encumbrance report, or attorney licensed to practice in the State of Colorado, listing the names of all owners of the property, and all mortgages, judgments, liens, easements, contracts and agreements affecting the parcel, and demonstrating the owner's right to apply for the Development Application.
- ☐ Applicant's name, address and telephone number in a letter signed by the applicant that states the name, address and telephone number of the representative authorized to act on behalf of the applicant.
- ☐ HOA Compliance form (Attached).
- ☐ List of adjacent property owners for both properties within 300' for public hearing.
- ☐ An 8 1/2" by 11" vicinity map locating the parcel within the City of Aspen.
- ☐ Site improvement survey depicting existing natural and man-made site features, including topography and vegetation, and all legal easements and restrictions, certified by a registered land surveyor, licensed in the state of Colorado. Must be no older than a year from date of submittal.
- ☐ A written description of the proposal (scope of work) and written explanation of how the proposed development and any requests for variations or benefits complies with the relevant review standards and design guidelines to the application.
- ☐ An existing and proposed site plan showing property boundaries, setbacks and parking.
- ☐ Scaled drawings of all proposed structure(s) or addition(s) depicting their form, including their height, massing, scale, proportions and roof plan; and the primary features of all elevations.
- ☐ Existing and proposed floor area calculations.
- ☐ Supplemental materials to provide a visual description of the context surrounding the designated historic property including photographs and other exhibits, as needed, to accurately depict location and extent of proposed work.

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- ☐ A written explanation of the type of relocation requested (temporary, on-site or off-site).

- ☐ A written report from a licensed engineer or architect regarding the soundness of the building, structure or object, its ability to withstand the basement excavation, and any rehabilitation needs related to the work.

- ☐ Evidence of the financial ability to undertake the excavation safely, preservation and repair of the building, structure or object; site preparation and construction of necessary infrastructure through the posting of bonds or other financial measures deemed appropriate.

For **Conceptual,** the following will need to be submitted in addition to the items listed above:

- ☐ A preliminary stormwater design.

- ☐ Preliminary selection of primary building materials to be used in construction represented by samples and/or photographs.

- ☐ A notarized affidavit from the property owner signifying understanding of the following concepts:
  - For each historic TDR certificate issued by the City for a particular site, that property shall be allowed two hundred and fifty (250) square feet less of floor area than permitted according to the property's zoning, as amended;
  - A deed restriction will permanently encumber the site and restrict that property's development rights to below that allowed by right by zoning according to the number of historic TDR certificates established from that site;
  - The property owner shall have no authority over the manner in which the historic TDR certificate is used by subsequent owners of the certificate.

- ☐ A proposed deed restriction for the sending site.

For **Final Review,** the following items will need to be submitted in addition to the items listed above:

- ☐ Drawings of the street facing facades must be provided at ¼" scale.

- ☐ Final selection of all exterior materials, and samples or clearly illustrated photographs. Samples are preferred for the presentation to HPC.

- ☐ A lighting plan and landscape plan, including any visible stormwater mitigation features.

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

BendonAdams

April 9, 2025

Ben Anderson
Community Development Director
City of Aspen
427 Rio Grande Place
Aspen, Colorado 81611

RE: 504 West Hallam; Aspen, CO

Mr. Anderson:

Please accept this letter authorizing BendonAdams LLC to represent my ownership interests in 504 West Hallam Street, and act on my behalf on matters reasonably associated in securing land use approvals for the property.

If there are any questions about the foregoing or if I can assist, please do not hesitate to contact me.

Property – 504 West Hallam Street; Aspen, CO 81611

Legal Description – Lots R and S, Block 28, City and Townsite of Aspen

Parcel ID – 2735-124-25-006

Owner – Scott Hoffman

Kind Regards,

Scott Hoffman, tenant/buyer
504 West Hallam Street
Aspen, CO 81611
scott@crestonebuilding.com

BendonAdams

April 9, 2025

Ben Anderson
Community Development Director
City of Aspen
427 Rio Grande Place
Aspen, Colorado 81611

RE: 504 West Hallam; Aspen, CO

Mr. Anderson:

Please accept this letter authorizing BendonAdams LLC and Scott Hoffman to represent my ownership interests in 504 West Hallam Street, and act on my behalf on matters reasonably associated in securing land use approvals for the property.

If there are any questions about the foregoing or if I can assist, please do not hesitate to contact me.

Property – 504 West Hallam Street; Aspen, CO 81611

Legal Description – Lots R and S, Block 28, City and Townsite of Aspen

Parcel ID – 2735-124-25-006

Owner – Sally Rae Glenn

Kind Regards,

Sally R Glenn
Sally R Glenn (Apr 11, 2025 11:02 MDT)

Sally Rae Glenn, Owner
76 Little Elk Creek
Snowmass, CO 81654

Land Title
GUARANTEE COMPANY
Since 1967

Customer Distribution

Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **Q62017542-3** Date: **03/19/2025**

Property Address: **504 W HALLAM ST, ASPEN, CO 81611**

For Closing Assistance

For Title Assistance

Land Title Roaring Fork Valley
Title Team 533 EAST HOPKINS AVENUE, SUITE 102 ASPEN, CO 81611 (970) 927-0405 (Work)
(970) 925-0610 (Work Fax)
valleyresponse@ltgc.com

Seller/Owner
SALLY RAE GLENN
Delivered via: No Commitment Delivery

Estimate of Title Fees

Order Number: Q62017542-3 **Date:** 03/19/2025

Property Address: 504 W HALLAM ST, ASPEN, CO 81611

Seller(s): SALLY RAE GLENN

Buyer(s): None

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit **ltgc.com** to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	$279.00
TBD - TBD Income	$-279.00
TOTAL	**$0.00**

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

Pitkin county recorded 07/21/1983 at book 449 page 45

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: Q62017542-3

Property Address:

504 W HALLAM ST, ASPEN, CO 81611

1. **Effective Date:**

   03/07/2025 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "TBD" Commitment $0.00
   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   FEE SIMPLE

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   SALLY RAE GLENN

5. **The Land referred to in this Commitment is described as follows:**

   LOTS R AND S,
   BLOCK 28,
   CITY AND TOWNSITE OF ASPEN.

   COUNTY OF PITKIN, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: Q62017542-3

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: Q62017542-3

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. RESERVATIONS AND EXCEPTIONS AS CONTAINED IN DEED FROM THE CITY AND TOWNSITE OF ASPEN RECORDED JANUARY 31, 1888 IN BOOK 59 AT PAGE **328** AS FOLLOWS: PROVIDED THAT NO TITLE SHALL BE HEREBY ACQUIRED TO ANY MINE OF GOLD, SILVER, CINNABAR, OR COPPER OR TO ANY VALID MINING CLAIM OR POSSESSION HELD UNDER EXISTING LAWS.
9. TERMS, CONDITIONS, OBLIGATIONS AND PROVISIONS OF STATEMENT OF EXEMPTION FROM THE DEFINITION OF SUBDIVISION AS SET FORTH IN INSTRUMENT RECORDED JUNE 6, 1977 IN BOOK 329 AT PAGE **925**.
10. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 47, SERIES OF 1977 OF THE ASPEN HISTORICAL PRESERVATION COMMITTEE RECORDED OCTOBER 27, 1977 IN BOOK 337 AT PAGE **352**.
11. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN NOTICE OF APPROVAL RECORDED DECEMBER 31, 2024 AS RECEPTION NO. **707016**.

Land Title Guarantee Company
Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Insurance Corporation and
Old Republic National Title Insurancy Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance
Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By _____ President

Attest _____ Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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LAND USE APPLICATION PACKET

CITY OF ASPEN

Exhibit G

HOMEOWNER ASSOCIATION COMPLIANCE POLICY

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

Property Owner ("I")

Name: Scott Hoffman, as authorized by Sallie Rae Gle[redacted]

Email: [redacted]

Phone Number: 970-376-0292

Address of Property (Subject [redacted]pplication):

504 West Hallam Street

Aspen, CO 81611

I certify as follows: (Select One)

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

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

Owner Signature: [signature] Date: 4/10/2025

Printed Name: Scott Hoffman

or,

Attorney Signature: _____ Date: _____

Attorney Printed Name: _____



504 West Hallam Vicinity Map

Pitkin County Mailing List of 300 Feet Radius
From Parcel: 273512425006 on 03/19/2025

Instructions:

This document contains a Mailing List formatted to be printed on Avery 5160 Labels. If printing, DO NOT "fit to page" or "shrink oversized pages." This will manipulate the margins such that they no longer line up on the labels sheet. Print actual size.

Disclaimer:

Pitkin County GIS presents the information and data on this web site as a service to the public. Every effort has been made to ensure that the information and data contained in this electronic system is accurate, but the accuracy may change. The information maintained by the County may not be complete as to mineral estate ownership and that information should be determined by separate legal and property analysis.

Pitkin County GIS makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content at this site or at other sites to which we link. Assessing accuracy and reliability of information and data is the sole responsibility of the user. The user understands he or she is solely responsible and liable for use, modification, or distribution of any information or data obtained on this web site.

http://www.pitkinmapsandmore.com

318 FOURTH STREET LTD
3433 WESTHEIMER RD #906
HOUSTON, TX 77027

323 NORTH 5TH ST LLC
2219 BRENTWOOD DR
HOUSTON, TX 77019

430 WEST HALLAM LLC
256 BAL BAY DR
BAL HARBOUR, FL 33154

529 W FRANCIS LLC
200 BELLEVUE PKWY #525
WILMINGTON, DE 19809

533 W FRANCIS LLC
533 W FRANCIS ST
ASPEN, CO 81611

AGGER DAVID ALDEN REV TRUST
PO BOX 2129
SAN FRANCISCO, CA 94126

ALPENGLUHEN LLC
4113 N HERMITAGE
CHICAGO, IL 60613

ASPEN RETINA SURGEONS LLC
5014 WOODHURST LN
MINNETONKA, MN 55345

BLAICH JANET S TRUST
319 N FOURTH ST #A
ASPEN, CO 81611

BLAICH ROBERT I FAM TRUST
319 N FOURTH ST #A
ASPEN, CO 81611

BLUE MAGPIE LLC
PO BOX 1268
ASPEN, CO 81612

CITY OF ASPEN
427 RIO GRANDE PL
ASPEN, CO 81611

CLARKS ADDITION CONDO ASSOC
COMMON AREA
317 N FOURTH ST
ASPEN, CO 81611

COHEN FAMILY REV TRUST
6002 E EXETER BLVD
SCOTTSDALE, AZ 85251

COLLETT JOHN & VIRGINIA C
1111 METROPOLITAN AVE #700
CHARLOTTE, NC 28204

CONNERY FAMILY TRUST
135 WARD ST
LARKSPUR, CA 949391345

DEXTER WEST LLC
4725 DEXTER ST NW
WASHINGTON, DC 20007

DUNCAN SKIHAUS LLC
600 TRAVIS # 3550
HOUSTON, TX 77002

EGGLESTON ROBERT H JR & TRACY H
434 W HALLAM
ASPEN, CO 81611

FUNMOM LLC
24 RIDGE DR
BIRMINGHAM, AL 35213

HALLAM WEST END LLC
625 E MAIN ST # 102B-141
ASPEN, CO 81611

HENRY KRISTEN
525 W HALLAM ST
ASPEN, CO 816111246

HILLMAN ROBERTA WESLEY REV TRUST
504 W BLEEKER ST
ASPEN, CO 81611

HILLMAN TATNALL L REV TRUST
PO BOX 332
CHILMARK, MA 02535

KEEFE FAMILY TRUST
3435 BELCARO DR
DENVER, CO 80209

LARNER GLEN & TRACY L
3737 ELLA LEE LN
HOUSTON, TX 77027

LAST RUN HOLDINGS LLC
115 CENTRAL PARK WEST # 12G
NEW YORK, NY 10023

MAGGOS LAURA P
317 N 4TH ST
ASPEN, CO 81611

MARSHALL TRACEY CAUSEY LIV TRUST
3603 MURILLO CIR
AUSTIN, TX 78703

MD ASPEN HOLDINGS LLC
4960 FAIRMONT AVE PH3
BETHESDA, MD 20814

NATIONWIDE THEATRES CORP
120 N ROBERTSON BLVD 3RD FL
LOS ANGELES , CA 90048

NEISSER KATHERINE M DISCRETIONARY TR
359 W BELDEN AVE
CHICAGO, IL 60614

OXLEY DEBBY M
1437 S BOULDER AVE #1475
TULSA, OK 74119

OXLEY JOHN C LIVING TRUST
1437 S BOULDER AVE #770
TULSA, OK 74119

PACIFIC DEVELOPMENT GROUP LLC
PO BOX 1804
HEALDSBRUG, CA 95448

QUARK CONDO ASSOC
COMMON AREA
ASPEN, CO 81611

REYNOLDS LORA
913 CALITHEA RD
AUSTIN, TX 78746

SACK KEN & SHERI
407 N 3RD ST
ASPEN, CO 81611

SHC-ASPEN LLC
15 E 5TH ST #3200
TULSA, OK 74103

SHELBY LLC
1615 CALIFORNIA ST #707
DENVER, CO 80202

SHIELDS JOHN H II & PATRICIA P
1077 PONTE VEDRA BLVD
PONTE VEDRA BEACH, FL 32082

SIRKIN ALICIA
60 EDGEWATER DR APT 505
CORAL GABLES , FL 331336985

SUGAR MOUNTAIN TRUST
60 E 42ND ST
NEW YORK, NY 10165

TISCHLER SALLY L
PO BOX 1804
HEALDSBRUG, CA 95448

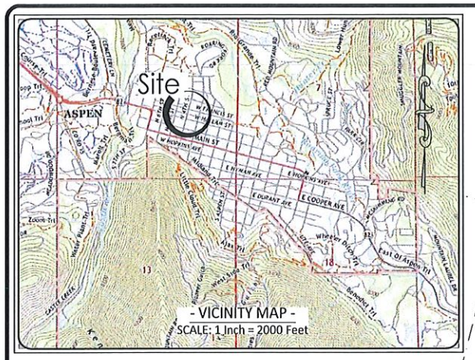
TISCHLER SALLY MGMT TRUST
PO BOX 1804
HEALDSBURG, CA 95448

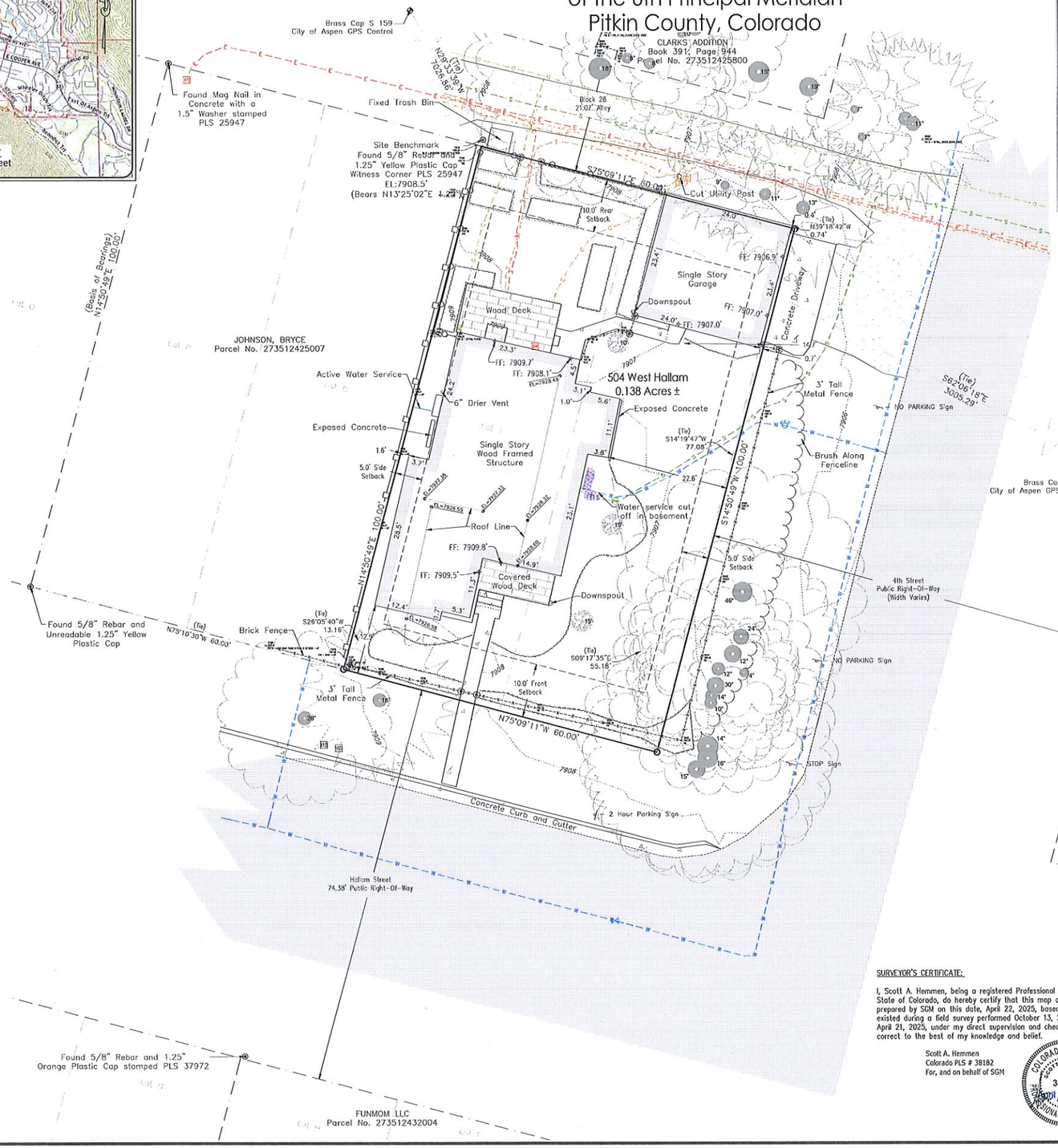
VALENTINE ELLEN
500 W FRANCIS
ASPEN, CO 81611

WEST END RESIDENCE LLC
312 AABC #312D
ASPEN, CO 81611

City of Aspen Compliant Existing Conditions Map

Lot R and Lot S, Block 28, City and Townsite of Aspen
Situated within Section 12, Township 10 South, Range 85 West of the 6th Principal Meridian
Pitkin County, Colorado





- LEGEND -

- Found City of Aspen GPS Monument as described
- Set 18" Long, 5/8" Diameter Rebar and 1.25" Orange Plastic Cap stamped PLS 38182
- Found Monument as described
- Electric Transformer
- Electric Meter
- Telephone Pedestal
- CATV Pedestal
- Gas Meter
- Water Valve
- Water Shut-off
- Irrigation Control Valve
- Cleanout
- Sign
- Gate Post
- Mailbox
- 10' Diameter Bush
- Underground Electric Line
- Underground Telephone Line
- Underground CATV Line
- Underground Gas Line
- Underground Water Line
- Underground Sewer Line
- Fenceline as Described
- 5' Tall Plastic Fence
- 5' Tall Wood Fence
- Landscape Edge
- Adjoining Lot Line
- Easement Line
- Asphalt Paving
- Concrete
- Gravel
- Deck
- FF: 7909.8' – Finished Floor Elevation Marker
- EL=7929.80 – Roof Elevation Marker

Typical Tree Size Labels
8" trunk (DBH)
Deciduous Tree
Typical Tree Size Labels
10" trunk (DBH)
Evergreen Tree

PROPERTY DESCRIPTION:

Lot R and Lot S, Block 28, City and Townsite of Aspen according to the Official Map of the City of Aspen, prepared by G.E. Buchanan dated December 12, 1959 Pitkin County, Colorado

NOTES:

1. Basis of Bearings: Bearings shown hereon are based on an assumed bearing of N14°50'49"E, between the Southwestern most corner of Lot P, City and Townsite of Aspen according to the Official Map of the City of Aspen, prepared by G.E. Buchanan dated December 12, 1959, being monumented by a 5/8" Rebar and Unreadable 1.25" Yellow Plastic Cap, and the Northwestern most corner of said Lot P, being monumented by a Mag Nail in concrete with a 1.5" Washer stamped PLS 25947, as shown hereon.
2. This map has been prepared pursuant to client request for a City of Aspen Compliant Survey.
3. Date of field survey :Original survey date: October 13, 2023. Visually inspected April , 2025; survey diligence based on owner resident statements of no change or disturbance.
4. Units of lineor measurements are displayed in US Survey Feet.
5. Vertical Information:

   Datum: Elevation information shown hereon is based upon GPS observations utilizing the City of Aspen CORS, Geoid 18 to derive the NAVD88 elevation of 7908.5' at the top of a 5/8" Rebar and 1.25" Yellow Plastic Cap stamped PLS 25947, located in the Northwest Corner of said Lot and Lot S, as shown hereon.

   Contour Interval: Minor Contour = 1 Foot
6. SGM is not responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
7. Any subsurface utilities not shown, were not marked by appropriate utility companies at the time of this work. Only paint marks and utility pin flags on the ground surface were located by SGM as part of this work.
   Client/contractor must contact specific utility companies to verify both the location and depth of respective utilities. Additional work may be required to show any such subsurface utility locations on this drawing. SGM will not be responsible for protection of subsurface utilities.
8. Property descriptions shown hereon are based on the Official Map City of Aspen dated December 12, 1959.
9. Fences shown hereon, if any, are for reference only, and do not necessarily indicate limits of ownership.
10. This property may be subject to apparent easements for existing utilities.
11. The mathematical closure for the boundary dimensions shown hereon is less than 1:15,000.
12. Based solely upon the flood insurance rate map Community Panel No. 08097C0354E, Dated August 15, 2019, prepared by the Federal Emergency Management Agency, the subject property is designated as being situated in Zone X, "Areas of Minimal Flooding".
13. Based solely upon Figure ES-5 of the 2001 surface drainage master plan, this property is not situated within any of the potential geologic hazards areas depicted thereon. Additionally, no natural slopes exist within 30%-40%, nor are there natural slopes greater than 40%.
14. The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. No title commitment was provided nor referenced during this survey.
15. The subject parcel is zoned R-6 and is subject to the following requirements per the City of Aspen Land Use Code:

    1.1.MINIMUM LOT WIDTH (FEET): SIXTY (60). FOR LOTS CREATED BY SECTION 26.480.030.A.4, HISTORIC LANDMARK LOT SPLIT: THIRTY (30).

    1.2.MINIMUM FRONT YARD (FEET): PRINCIPAL BUILDINGS: TEN (10). ACCESSORY BUILDINGS: FIFTEEN (15).

    1.3.MINIMUM REAR YARD (FEET): PRINCIPAL BUILDINGS: TEN (10). FOR THE PORTION OF A PRINCIPAL BUILDING USED SOLELY AS A GARAGE: FIVE (5). ACCESSORY BUILDINGS: FIVE (5).

    1.4.MINIMUM SIDE YARD 6,000-8,000 SQ. FT.: FIVE (5) FEET WITH A TOTAL OF BOTH SIDE YARDS BEING FIFTEEN (15) FEET, PLUS ONE (1) FOOT FOR EACH ADDITIONAL 200 SQUARE FEET OF GROSS LOT AREA, TO A MAXIMUM OF TWENTY-FIVE (25) FEET OF TOTAL SIDE YARD.

SURVEYOR'S CERTIFICATE:

I, Scott A. Hemmen, being a registered Professional Land Surveyor, licensed in the State of Colorado, do hereby certify that this map of existing conditions was prepared by SGM on this date, April 22, 2025, based on site conditions as they existed during a field survey performed October 13, 2023 and visually inspected April 21, 2025, under my direct supervision and checking and that it is true and correct to the best of my knowledge and belief.

Scott A. Hemmen
Colorado PLS # 38182
For, and on behalf of SGM

COLORADO LICENSED SCOTT A. HEMMEN 38182 PROFESSIONAL LAND SURVEYOR
April 22, 2025

Graphic Scale
0 5 10 20
In U.S. Feet : 1" = 10'

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

Scott Hemmen
Digitally signed by Scott Hemmen
DN: CN=S, E=scott@sgmcorp.com, O=SGM, OU=SGMSurvey, CN=Scott Hemmen
Date: 2025.04.22 09:55:45-06'00'

504 West Hallam Street
City of Aspen, Colorado

Revision	Date	By:

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Job No.	2023-428.001
Drawn by:	MH
Date:	04/12/2025
Approved:	SAH
PLS:	
File:	504YestHallamCOA.dwg

Title:

City Of Aspen Compliant Survey

Sheet No.
1
Of: 1

E:\2023\2023-428-504WestHallam\001-Imp\Survey\M-Dwgs\Surv\Dwgs\BaseMaps\504WestHallamCOA.dwg Plotted: 4/22/2025 8:54 AM By: Scott Hemmen

504 W Hallam

504 W Hallam St, Aspen, CO

AS - BUILT/HPC
4/15/2025





PROJECT INFO

JURISDICTION: City Of Aspen
PARCEL ID: 273-512-425-006
LEGAL DESC: Subdivision: CITY AND TOWNSITE OF ASPEN
Block: 28 Lot: R AND:- Lot: S
CODE EDITIONS:
2021 INTERNATIONAL RESIDENTIAL CODE (IRC)
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2021 INTERNATIONAL MECHANICAL CODE (IMC)
2021 INTERNATIONAL PLUMBING CODE (IPC)
2021 INTERNATIONAL FUEL GAS CODE (IFGC)
2021 INTERNATIONAL FIRE CODE (IFC)
2014 NATIONAL ELECRICAL CODE (NEC)
FIRE SPRINKLER: No
Climate Zone: 7B
Building Zone: R-6
Height Limit: 25'-0"

PROJECT DIRECTORY

Glenn Rae (OWNER)
76 Little Elk Crk AVE.
Snowmass, CO 81654

CONTACT: Glenn Rae

Red Room Design (ARCHITECT)
1001 Grand Ave, Suite 103
Glenwood Springs, CO 81601
stevenm@redroom-design.com

CONTACT: Steven May
(970) 413-3144

RED
1001 Grand Ave #103
Glenwood Springs
CO 81601

©
These documents have been specifically prepared for 504 W Hallam St. They are not suitable for use on other projects or in other locations without the approval and participation of the architect. Reproduction prohibited without approval of the architect.

© 2024

504 W Hallam

504 W Hallam St
Aspen CO 1611

AS - BUILT	3/25/2024
HPC	4/15/2025

NOT FOR CONSTRUCTION

COVER SHEET

CVR

GENERAL NOTES

A. THE AIA DOCUMENT 201, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", 2017, ARE HEREBY MADE A PART OF THESE CONTRACT DOCUMENTS. COPIES ARE ON FILE AND ARE AVAILABLE FOR INSPECTION AT THE OFFICES OF THE ARCHITECT.

B. THE CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT, THE GENERAL NOTES, THE SPECIFICATIONS, AND THE DRAWINGS, WHICH ARE COOPERATIVE AND CONTINUOUS. WORK INDICATED OR REASONABLY IMPLIED IN ANY ONE OF THE DOCUMENTS SHALL BE SUPPLIED AS THOUGH FULLY COVERED IN ALL. ANY DISCREPANCY BETWEEN THE DIFFERENT PARTS SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY.

C. ALL WORK SHALL COMPLY WITH ALL STATE AND LOCAL CODES AND ORDINANCES, AND SHALL BE PERFORMED TO THE HIGHEST STANDARDS OF CRAFTSMANSHIP BY JOURNEYMEN OF THE APPROPRIATE TRADES. GENERALLY, ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, UNLESS OTHERWISE REGULATED OR SPECIFIED BY ARCHITECT OR GOVERNING BODIES

D. THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO COMPLETE ALL WORK DESCRIBED HEREIN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BRING TO THE ATTENTION OF THE ARCHITECT ANY CONDITIONS WHICH WILL NOT PERMIT CONSTRUCTION ACCORDING TO THE INTENTIONS OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE DETAILS AND/OR DIRECTIONS REGARDING DESIGN INTENT WHERE IT IS ALTERED BY EXISTING CONDITIONS OR WHERE NEGLECTED IN THE DOCUMENTS.

E. ANY MATERIALS PROPOSED FOR SUBSTITUTION OF THOSE SPECIFIED OR CALLED OUT BY TRADE NAME IN THESE DOCUMENTS SHALL BE PRESENTED TO THE ARCHITECT FOR REVIEW. THE CONTRACTOR SHALL SUBMIT SAMPLES WHEN REQUIRED BY THE ARCHITECT. AND ALL SUCH SAMPLES SHALL BE REVIEWED BY THE ARCHITECT BEFORE THE WORK IS PERFORMED. WORK MUST CONFORM TO THE REVIEWED SAMPLES. ANY WORK WHICH DOES NOT CONFORM SHALL BE REMOVED AND REPLACED WITH WORK WHICH CONFORMS AT THE REQUESTS AND SAMPLES FOR REVIEW THROUGH THE GENERAL CONTRACTOR'S EXPENSE. SUBCONTRACTORS SHALL SUBMIT CONTRACTOR WHEN WORK IS LET THROUGH HIM OR HER. REQUIRED VERIFICATIONS AND SUBMITTALS TO BE MADE IN ADEQUATE TIME AS NOT TO DELAY WORK IN PROGRESS.

F. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR HIS OR HER REVIEW WHERE CALLED FOR ANYWHERE IN THESE DOCUMENTS. REVIEW SHALL BE MADE BY THE ARCHITECT BEFORE WORK IS BEGUN, AND WORK SHALL CONFORM TO THE REVIEWED SHOP DRAWINGS, SUBJECT TO REPLACEMENT AS REQU RED IN PARAGRAPH E, ABOVE.

G. THE BUILDING INSPECTOR SHALL BE NOTIFIED BY THE CONTRACTOR WHEN THERE IS NEED OF INSPECTION AS REQUIRED BY THE UNIFORM BUILDING CODE OR ANY LOCAL CODE OR ORDINANCE.

H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND CARE OF ADJACENT PROPERTIES DURING CONSTRUCTION, FOR COMPLIANCE WITH FEDERAL AND STATE O.S.H.A. REGULATIONS, AND FOR THE PROTECTION OF ALL WORK UNTIL IT IS DELIVERED COMPLETED TO THE OWNER.

I. ALL DIMENSIONS NOTED TAKE PRECEDENCE OVER SCALED. DIMENSIONS NOTED WITH "N.T.S." DENOTES NOT TO SCALE. DRAWINGS NOT TO BE SCALED, NOTIFY ARCHITECT OF ANY CONFLICTS OR OMISSIONS

J. CONTRACTOR SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, CEILINGS, AND WALLS WITH ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.

K. CONTRACTOR WILL ASSUME RESPONSIBILITY OF ITEMS REQUIRING COORDINATION AND RESOLUTION DURING THE BIDDING PROCESS.

ABBREVIATIONS

AAD	Attic Access Door	GALV	Galvanized	RW	Roof Window
ADD	Addendum	GC	General Contractor	RO	Rough Opening
ADJ	Adjacent	GL	Glass	SAN	Sanitary
AOR	Area of Refuge	GR	Grade	SECT	Section
AGG	Aggregate	GLB	Laminated Wood Beam	SEW	Sewer
AFF	Above Finished Floor	GYP	Gypsum	SHT	Sheet
ALT	Alternate	GWB	Gypsum Wallboard	SHLV	Shelves
ARCH	Architectural	HDW	Hardware	SIM	Similar
BM	Beam	HD	Head	SL	Sliding
BRG	Bearing	HVAC	Heating, Ventilating, and Air Conditioning	SM	Sheet Metal
BET	Between			STC	Sound- Transmission Class
BD	Board	HT	Height	SPEC	Specification
BS	Both Sides	HWY	Highway	SQ	Square
BO	Bottom Of	HOR	Horizontal	STD	Standard
BLDG	Building	ID	Inside Diameter	STL	Steel
CAB	Cabinet	INT	Interior	STRUCT	Structure (al)
CL	Centerline	JT	Joint	SUB	Substitute
CER	Ceramic	LAM	Laminate	SUPPL	Supplement (al)
CLR	Clear	LAV	Lavatory	SUSP	Suspend (ed)
CLOS	Closet	MFG	Manufacturer	TEL	Telephone
CMU	Concrete Masonry Unit	MO	Masonry Opening	TV	Television
COL	Column	MTL	Material	TEMP	Tempered
CONC	Concrete	MAX	Maximum	IE	That Is
CJ	Construction Joint	MC	Medicine Cabinet	THK	Thick
CONT	Continuous	MECH	Mechanical	TPH	Toilet Paper Holder
DP	Damproofing	MIN	Minimum	T&G	Tounge and Groove
DET	Detail	MISC	Miscellaneous	T&B	Top and Bottom
DIA	Diameter	NIC	Not In Contract	TO	Top Of
DIM	Dimension	NA	Not Applicable	T	Tread
DW	Dishwasher	NTS	Not to Scale	TS	Tube Steel
DN	Down	OC	On Center	TYP	Typical
DR	Drain	OPG	Opening	UG	Underground
DS	Downspout	OPP	Opposite	U.N.O.	Unless Noted Otherwise
DRWG	Drawing	OPH	Opposite Hand	UNFIN	Unfinished
EA	Each	OD	Outside Diameter	UBC	Uniform Building Code
EL	Elevation		Penny (nails, etc.)	USG	United States Gage
EQ	Equal	PERF	Perforated (d)	VAR	Variable
EXIST	Existing	PFSM	Prefinished Sheet Metal	VENT	Ventilate
EJ	Expansion Joint	PL	Plate	VIF	Verify In Field
EXT	Exterior	PLY	Plywood	VERT	Vertical
GA	Guage	PROD	Product	VAT	Vinyl Asbestos Tile
FEC	Fire Extinguisher Cabinet	PROJ	Project	V	Voltage
FOC	Face Of Concrete	PROP	Property	WC	Water Closet
FOS	Face Of Stud		Radius or Riser	WP	Waterproof
FIN	Finish	REF	Refer	WT	Weight
FP	Fireproof	REFR	Refrigerator	WIN	Window
FL	Floor	REINF	Reinforce (d)	W/	With (comb. form)
FD	Floor Drain	REQ'D	Required	W/O	Without
FTG	Footing	RHSM	Round Head Sheet Metal Screw	WD	Wood

MATERIAL LEGEND

CONCRETE
EARTH
GLASS
SANDSTONE
GWB
INSULATION
SHEATHING
ROOFING
SIDING
CMU BLOCK
WOOD
STEEL

SYMBOL LEGEND

ZONE (ENTRY 101)
MATCH LINE (MATCH)
GRID (A)
ELEVATION (1 / A201)
SECTION (1 / A301)
DETAIL SECTION (1 / A501)
INTERIOR ELEVATION (I301)
SPOT
DOOR (D101)
WINDOW (101)
ASSEMBLY (W1)
DETAIL CALLOUT (1 / A701)
DRAWING REVISION (R1)

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CVR COVER SHEET
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ARCHITECTURAL

ZONING
AFAR FAR CALCS.

SITE
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PLANS
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A1.03 ROOF PLAN

ELEVATIONS
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A6.02 DOOR SCHEDULE - EXTERIOR
A6.03 HISTORIC PHOTOS

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GENERAL INFORMATION

Sec. 26.575.020. - Calculations and Measurements.
(a)Purpose. This Section sets forth methods for measuring floor area, height, setbacks, and other dimensional aspects of development and describes certain allowances, requirements and other prescriptions for a range of structural components, such as porches, balconies, garages, chimneys, mechanical equipment, projections into setbacks, etc. The definitions of the terms are set forth at Section 26.104.100 Definitions.

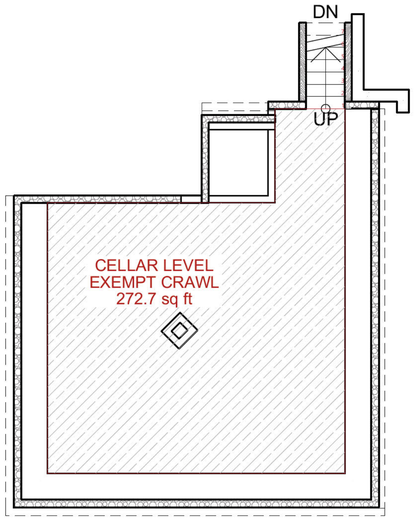
(4)Attic Space and Crawl Space.
Unfinished and uninhabitable space between the ceiling joists and roof rafters of a structure or between the ground and floor framing which is accessible only as a matter of necessity is exempt from the calculation of Floor Area as described below. Drop ceilings are not included in the height measurement for crawl spaces.a.Crawl spaces that meet the following are exempt from Floor Area calculations:
i.Six (6) feet or less in height measured between the hard floor structure and floor framing; and
ii.Accessible only through an interior floor hatch, exterior access panel, or similar feature; and
iii.Are the minimum height and size reasonably necessary for the mechanical equipment.

(8)Garages and carports.
For all multi family buildings, parcels containing more than two (2) residential units, and residential units located within a mixed use building, two hundred fifty (250) square feet of the garage or carport area shall be excluded from the calculation of floor area per residence on the parcel. All garage and carport area in excess of two hundred fifty (250) square feet per residence shall be attributed towards Floor Area and Floor Area Ratio with no exclusion. Garage and carport areas for properties containing no residential units shall be attributed towards Floor Area and Floor Area Ratio with no exclusion.
In the R 15B Zone District, garage and carport areas shall be excluded from the calculation of Floor Area up to a maximum exemption of five hundred square foot total for the parcel.

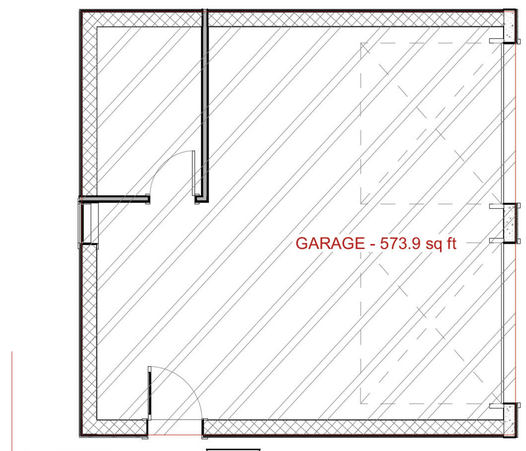
(5)Decks, Balconies, Loggias, Gazebos, Trellis, Exterior Stairways, and non-Street-facing porches.
a.The calculation of the Floor Area of a building or a portion thereof shall not include decks, balconies, trellis, exterior stairways, non Street facing porches, gazebos and similar features, unless the area of these features is greater than fifteen (15) percent of the allowable floor area for the property and the use and density proposed, or as otherwise exempted by this Section.

(6)Front Porches.
Porches on Street facing façade(s) of a structure developed within thirty (30) inches of the finished ground level shall not be counted towards allowable Floor Area. Otherwise, these elements shall be attributed to Floor Area as a Deck.

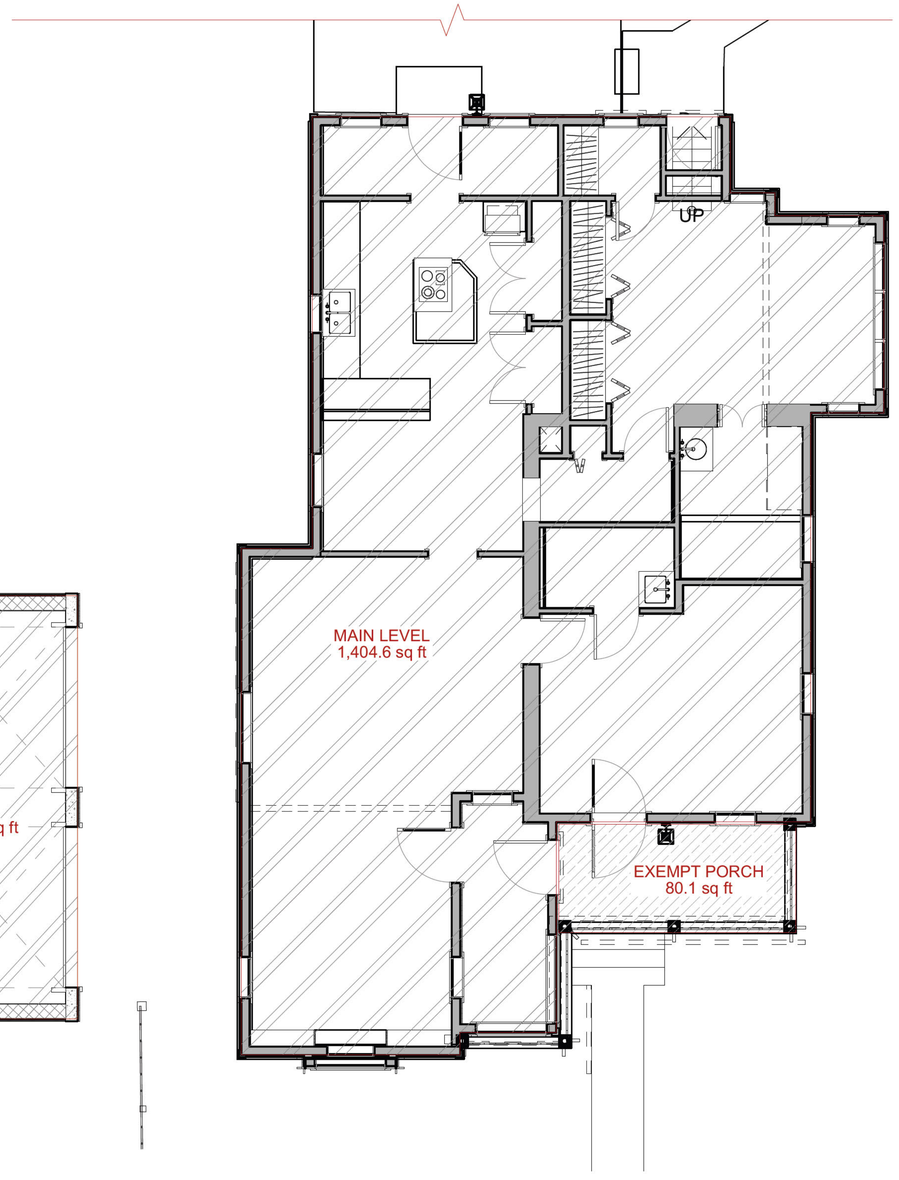
EXISTING FLOOR AREA			
NET LOT AREA			**REFERENCE**
SITE SQFT		6,000.00	
MAX SQFT		3,240.00	Sec. 26.710.040. d. (11)
FLOOR AREA			
	EXEMPT	**COUNTS**	
GARAGE	0	573.9	Sec. 26.575.020. (8)
CELLAR LEVEL (EXEMPT)	272.7	0	Sec. 26.575.020. (4) a.
MAIN LEVEL	0	1,404.60	
FRONT PORCH	80.1	0	Sec. 26.575.020. (6)
UN-ACCESSABLE ATTIC	N/A	0	Sec. 26.575.020. (4) a. 5. a.
TOTAL FLOOR AREA	352.8	1978.5	



Cellar Level 3
SCALE: 1/4" = 1' 0"
0 2' 4' 8'



Main Level Garage 2
SCALE: 1/4" = 1' 0"
0 2' 4' 8'



Main Level 1
SCALE: 1/4" = 1' 0"
0 2' 4' 8'

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FAR

FLOOR AREA

EXEMPT AREA

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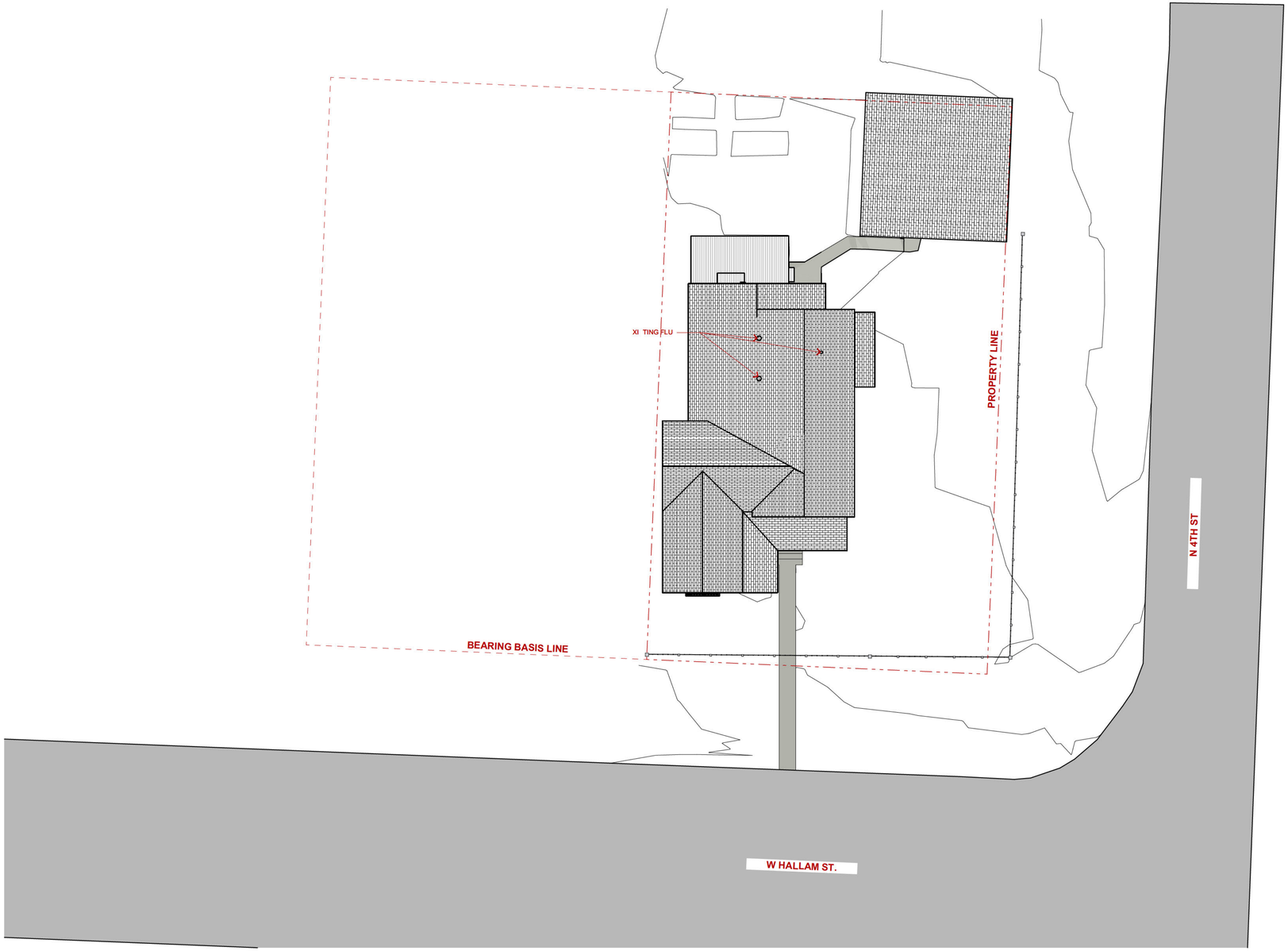
FAR CALCS.

AFAR

SITE NOTES

GRE BACKGROUND DENOTES EXISTING SURVEY.

FLOOR ELEVATIONS		
MAIN LEVEL - T.O.PLY.	= 100'-0"	(S TE = 7909'-10 3/8")
CELLAR LEVEL - T.O.EARTH	= 92'-10"	(SITE = 7902'-8 3/8")



Site Plan 1
SCALE: 1" = 10'

0 5' 10' 20'

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SITE LEGEND

- EX STING GRADE
- PROPOSED GRADE
- PROPERTY LINE
- SETBACK LINE
- EASEMENT

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SITE PLAN

A0.01

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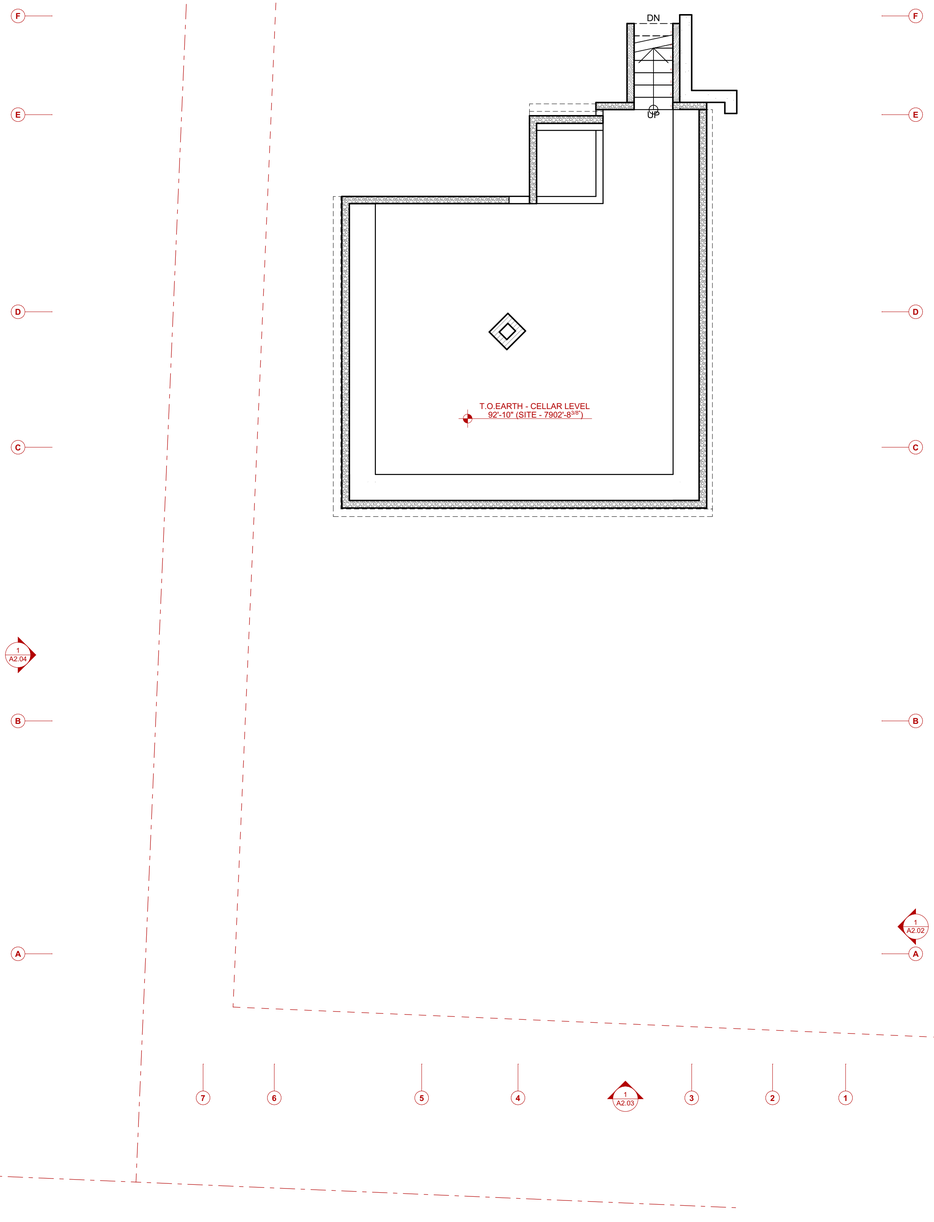

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HISTORIC ELEMENT LEGEND

- HISTORIC EXTERIOR ELEMENTS
- DOCUMENTED EXTERIOR ADDITIONS/CHANGES
- EXISTING EXTERIOR CHANGES

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CELLAR LEVEL PLAN

A1.01

Cellar Level Plan

SCALE: 1/4" = 1' 0"

0 2' 4' 8'

1

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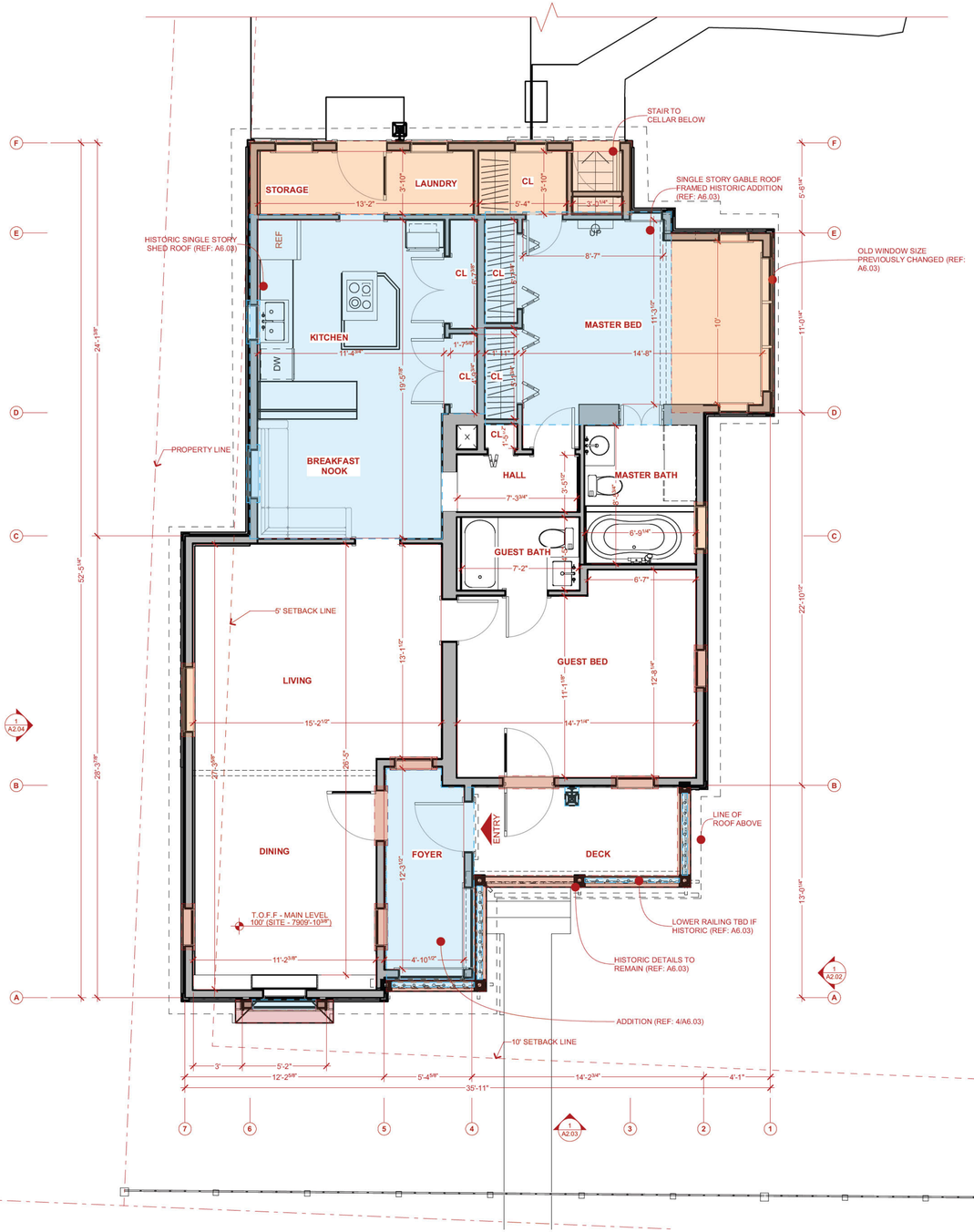

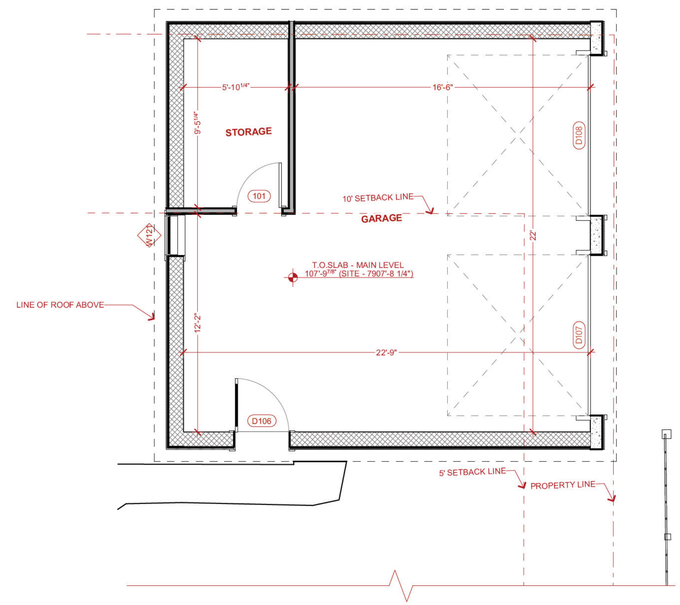

Garage Plan 2
SCALE: 1/4" = 1' 0"

Main Level Plan 1
SCALE: 1/4" = 1' 0"

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MAIN LEVEL PLAN

A1.02

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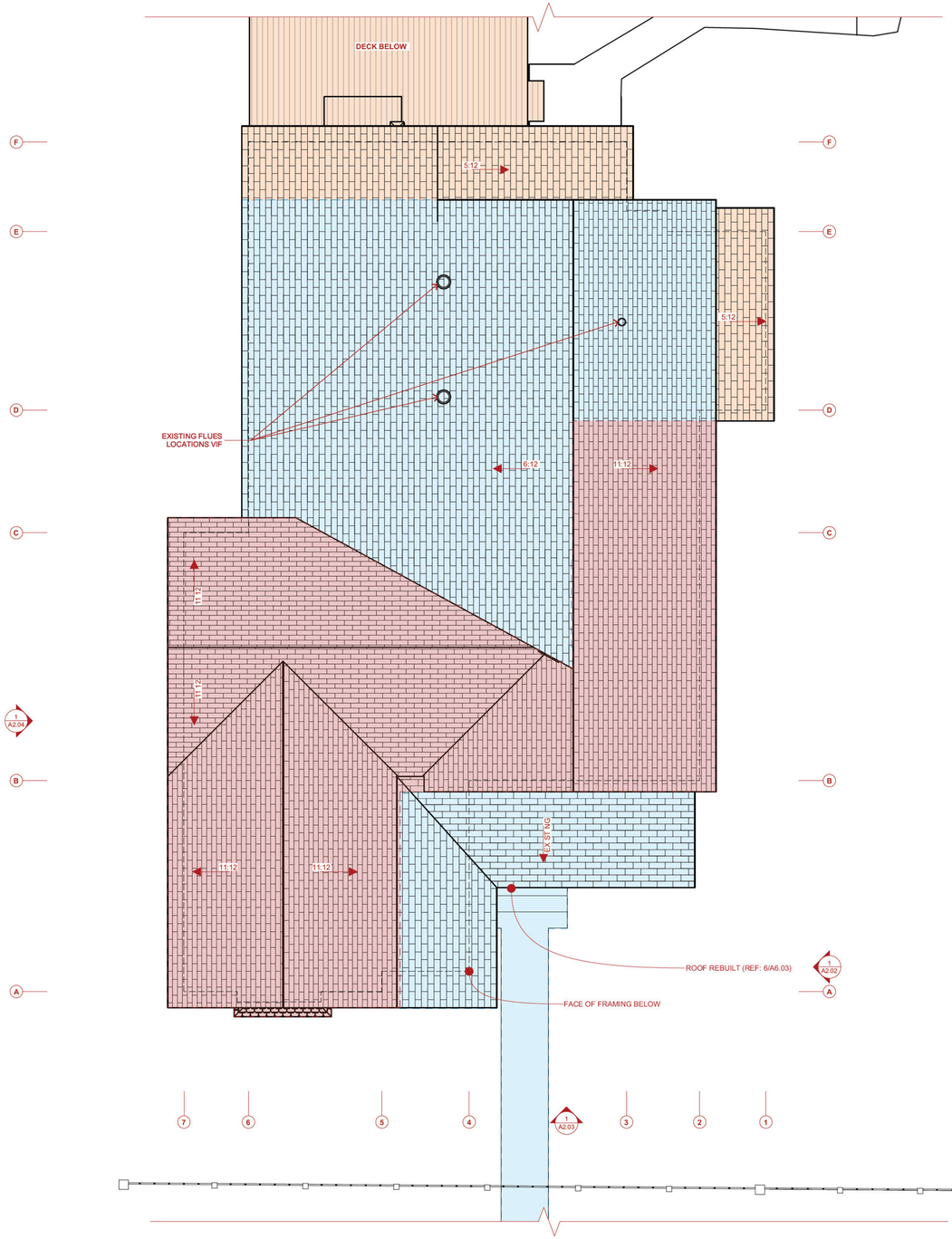
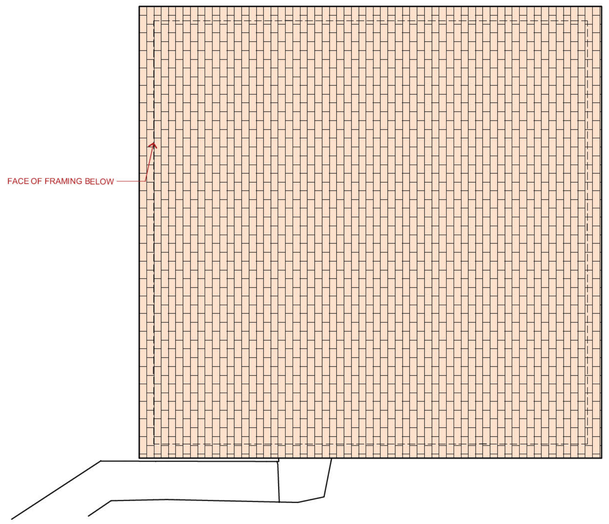
HISTORIC ELEMENT LEGEND

- HISTORIC EXTERIOR ELEMENTS
- DOCUMENTED EXTERIOR ADDITIONS/CHANGES
- EXISTING EXTERIOR CHANGES





Garage Plan 2
SCALE: 1/4" = 1' 0"
0 2' 4' 8'

Roof Plan 1
SCALE: 1/4" = 1' 0"
0 2' 4' 8'

N

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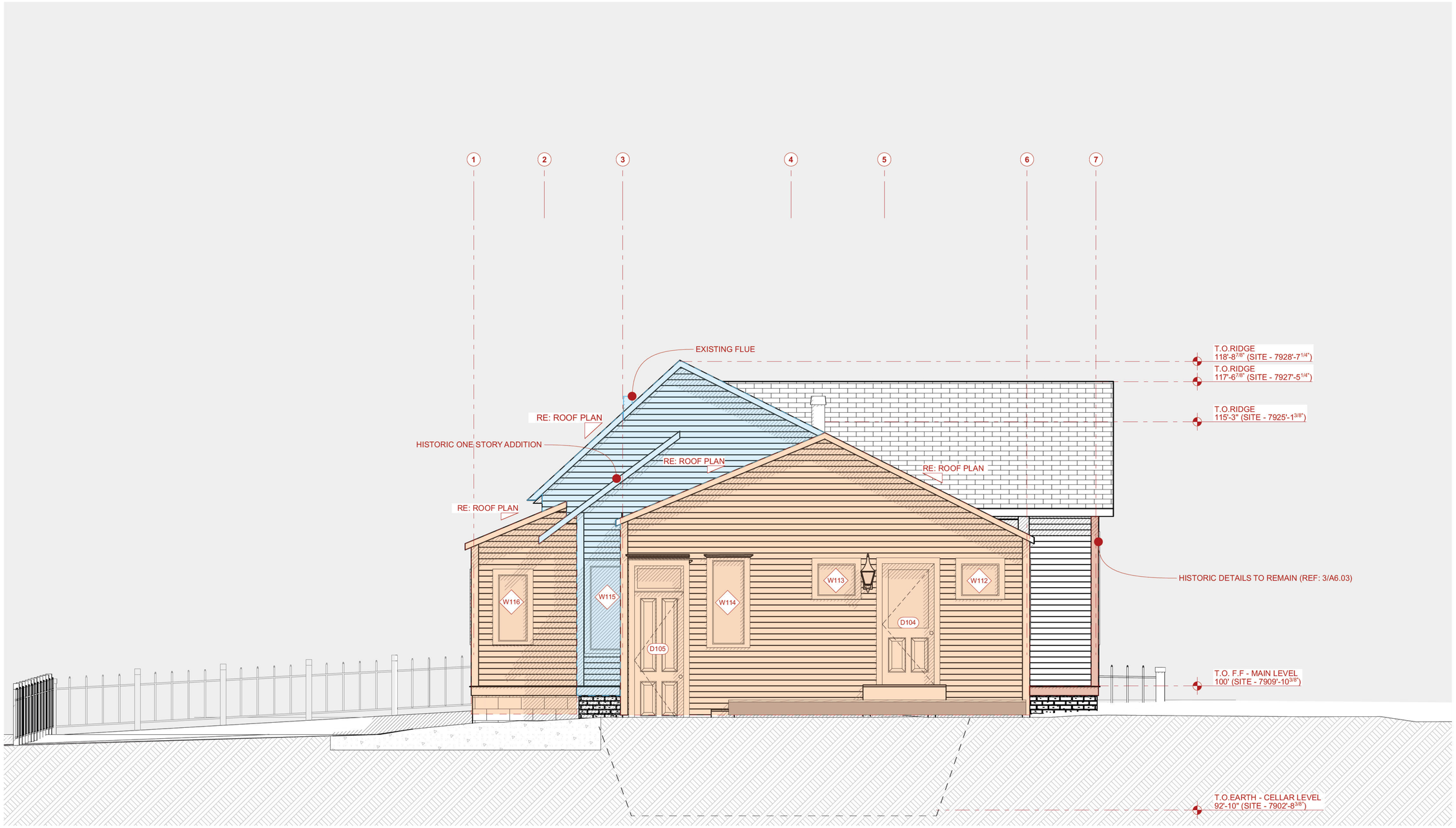
ROOF PLAN

A1.03

GENERAL NOTES

1) ◇W◇ INDICATES WINDOW, SEE WINDOW SCHEDULE ON A701
2) (D103) INDICATES DOOR, SEE DOOR SCHEDULE ON A702
3) SIDING INDICATED AS WHITE IS MOSTLY NON HISTORIC V.I.F.



North Elevation 1
SCALE: 3/8" = 1' 0"
0 2' 4' 6'

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ELEVATIONS MATERIAL LEGEND

- CMU BLOCKING
- HORIZONTAL BARNWOOD SIDING
- WOOD TIMBERS & TRIM
- ASPHALT SHINGLE ROOFING
- SANDSTONE FOUNDATION WALLS

HISTORIC ELEMENT LEGEND

- HISTORIC EXTERIOR ELEMENTS
- DOCUMENTED EXTERIOR ADDITIONS/CHANGES
- EXISTING EXTERIOR CHANGES

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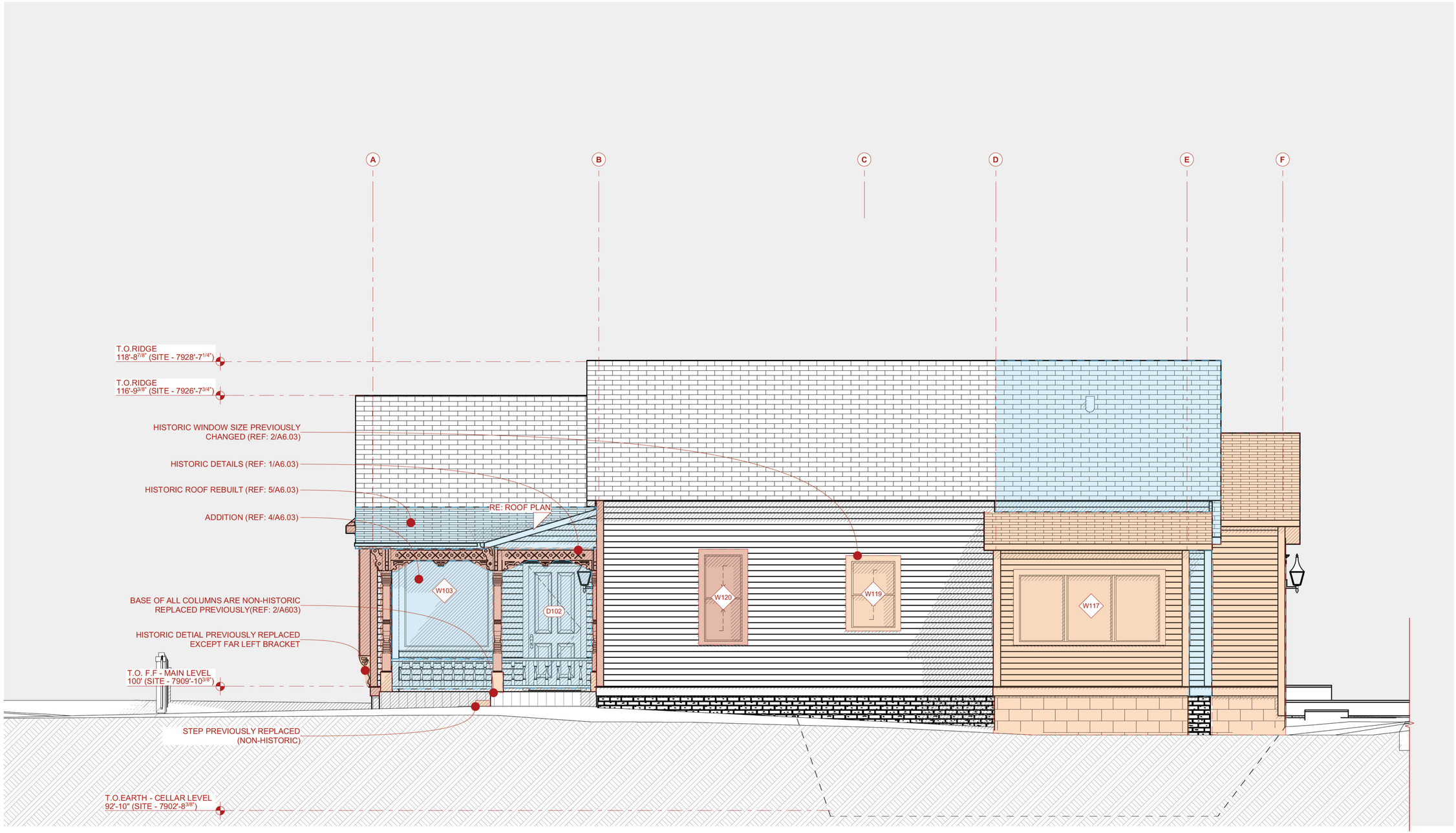
ELEVATION

A2.01

GENERAL NOTES

1) ◇W INDICATES WINDOW, SEE WINDOW SCHEDULE ON A701
2) D103 INDICATES DOOR, SEE DOOR SCHEDULE ON A702
3) SIDING INDICATED AS WHITE IS MOSTLY NON HISTORIC V.I.F.



East Elevation 1
SCALE: 3/8" = 1'0"
0 2' 4' 6'

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ELEVATIONS MATERIAL LEGEND

- CMU BLOCKING
- HORIZONTAL BARNWOOD SIDING
- WOOD TIMBERS & TRIM
- ASPHALT SHINGLE ROOFING
- SANDSTONE FOUNDATION WALLS

HISTORIC ELEMENT LEGEND

- HISTORIC EXTERIOR ELEMENTS
- DOCUMENTED EXTERIOR ADDITIONS/CHANGES
- EXISTING EXTERIOR CHANGES

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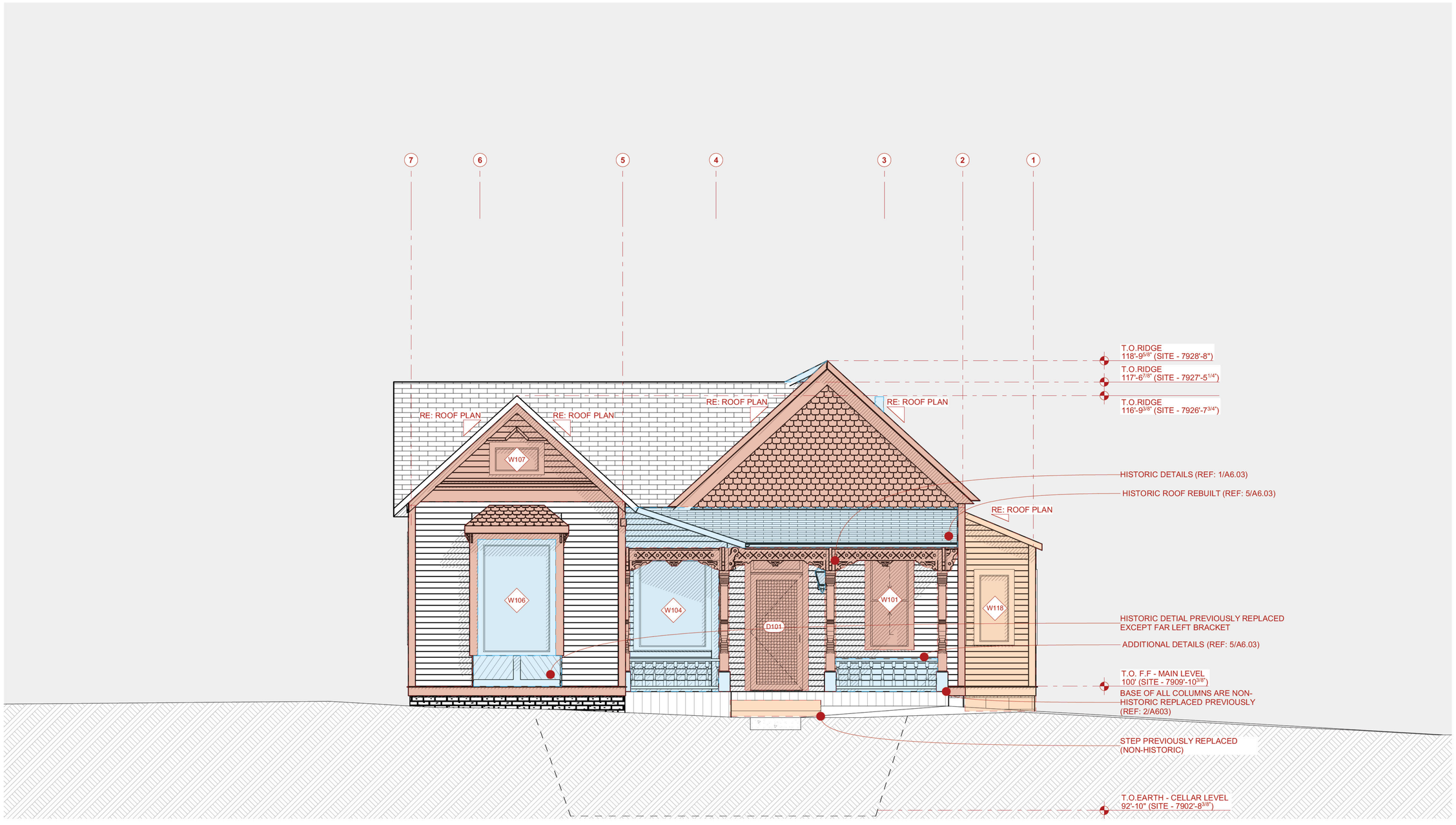
ELEVATION

A2.02

GENERAL NOTES

1) ◇W INDICATES WINDOW, SEE WINDOW SCHEDULE ON A701
2) D103 INDICATES DOOR, SEE DOOR SCHEDULE ON A702
3) SIDING INDICATED AS WHITE IS MOSTLY NON HISTORIC V.I.F.



South Elevation 1

SCALE: 3/8" = 1' 0"

0 2' 4' 6'

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ELEVATIONS MATERIAL LEGEND

- CMU BLOCKING
- HORIZONTAL BARNWOOD SIDING
- WOOD TIMBERS & TRIM
- ASPHALT SHINGLE ROOFING
- SANDSTONE FOUNDATION WALLS

HISTORIC ELEMENT LEGEND

- HISTORIC EXTERIOR ELEMENTS
- DOCUMENTED EXTERIOR ADDITIONS/CHANGES
- EXISTING EXTERIOR CHANGES

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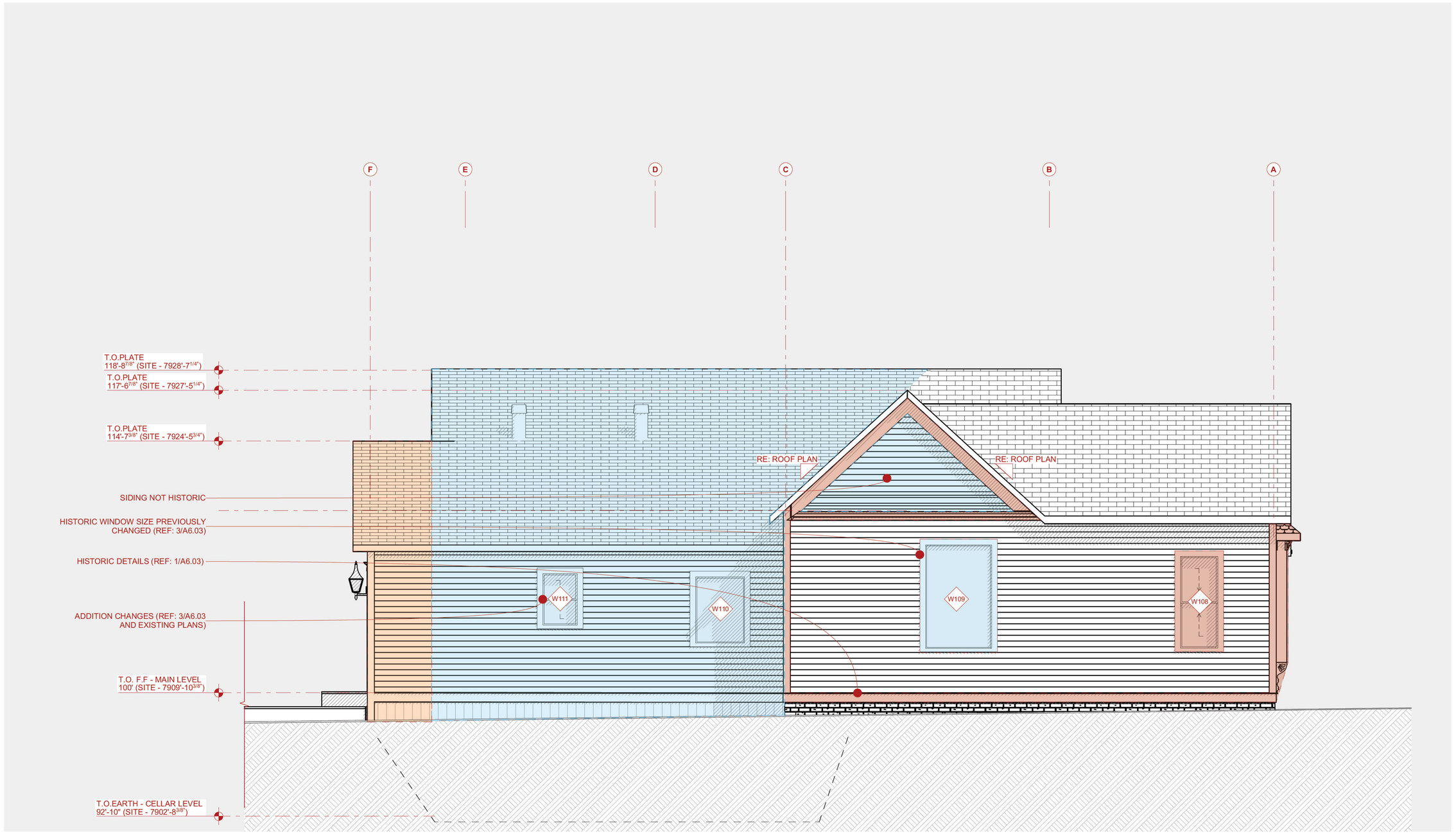
ELEVATION

A2.03

GENERAL NOTES

1) ◇W INDICATES WINDOW, SEE WINDOW SCHEDULE ON A701
2) D103 INDICATES DOOR, SEE DOOR SCHEDULE ON A702
3) SIDING INDICATED AS WHITE IS MOSTLY NON HISTORIC V.I.F.



West Elevation 1
SCALE: 3/8" = 1' 0"
0 2' 4' 6'

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ELEVATIONS MATERIAL LEGEND

- CMU BLOCKING
- HORIZONTAL BARNWOOD SIDING
- WOOD TIMBERS & TRIM
- ASPHALT SHINGLE ROOFING
- SANDSTONE FOUNDATION WALLS

HISTORIC ELEMENT LEGEND

- HISTORIC EXTERIOR ELEMENTS
- DOCUMENTED EXTERIOR ADDITIONS/CHANGES
- EXISTING EXTERIOR CHANGES

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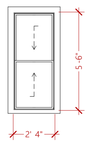
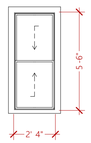
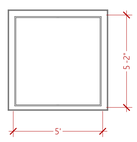
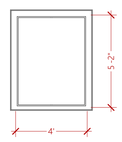
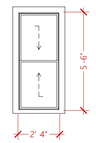
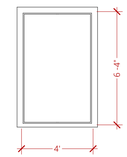
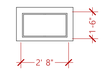
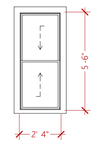
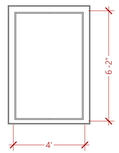
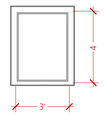
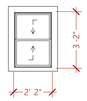
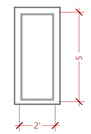
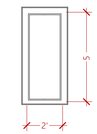
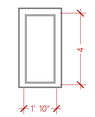
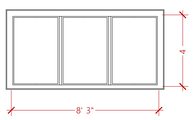
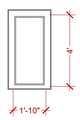
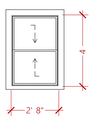
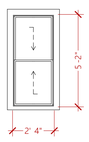
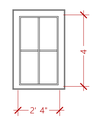
ELEVATION

A2.04

ID	W101	W102	W103	W104	W105	W106	W107	W108
ELEV								
W x H	2' 4"×5' 6"	2' 4"×5' 6"	5'×5' 2"	4'×5' 2"	2' 4"×5' 6"	4'×6' 4"	2' 8"×1' 6"	2' 4"×5' 6"
NOTES	HISTORIC	HISTORIC			HISTORIC			HISTORIC

ID	W109	W110	W111	W112	W113	W114	W115	W116
ELEV								
W x H	4'×6' 2"	3'×4'	2' 2"×3' 2"	2' 4"×2'	2' 4"×2'	2'×5'	2'×5'	1' 10"×4'
NOTES								

ID	W117	W118	W119	W120	W121
ELEV					
W x H	8' 3"×4'	1' 10"×4'	2' 8"×4'	2' 4"×5' 2"	2' 4"×4'
NOTES				HISTORIC	

Window Schedule (Graphic) 1

SCALE: 1" = 1' 0"

0 1/2" 1" 2"

RED

1001 Grand Ave #103
Glenwood Springs
CO 81601

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504 W Hallam

504 W Hallam St
Aspen CO 1611

AS - BUILT	3/25/2024
HPC	4/15/2025

NOT FOR CONSTRUCTION

WINDOW SCHEDULE

A6.01

RED

1001 Grand Ave #103
Glenwood Springs
CO 81601

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504 W Hallam

504 W Hallam St
Aspen CO 1611

ID	D101	D101.5	D102	D103	D104
ELEV					
W x H	3'×6' 9"	3'×6' 8½"	3'×7' 2"	3'×6' 9"	3'×7'
Material					
Door Type					
Notes	HISTORIC			HISTORIC	

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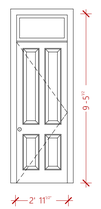
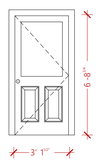
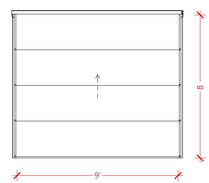
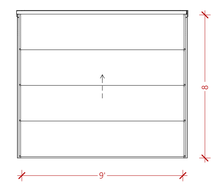
ELEV				
W x H	2' 10"×7' 10½"	3'×6' 8"	9'×8'	9'×8'
Material				
Door Type				
Notes				

Door Schedule | Exterior (Graphic) 1

SCALE: 1' = 1' 0"

0 1/2" 1" 2"

AS - BUILT	3/25/2024
HPC	4/15/2025

NOT FOR CONSTRUCTION

DOOR SCHEDULE - EXTERIOR

A6.02

RED

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Glenwood Springs
CO 81601

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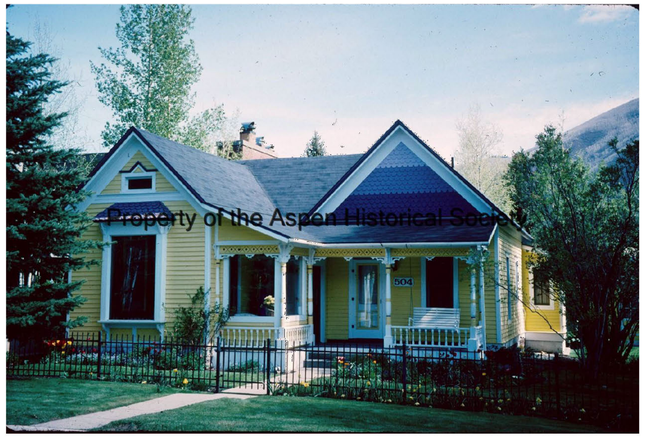
504 W Hallam

504 W Hallam St
Aspen CO 1611



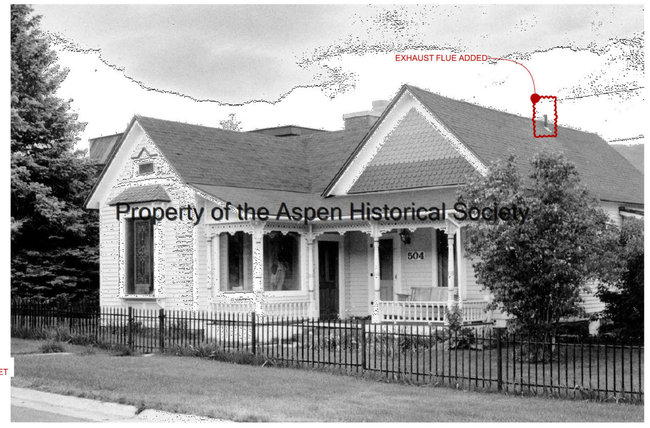
1995 W Hallam Exterior Photo
SCALE: 1:1.67
7



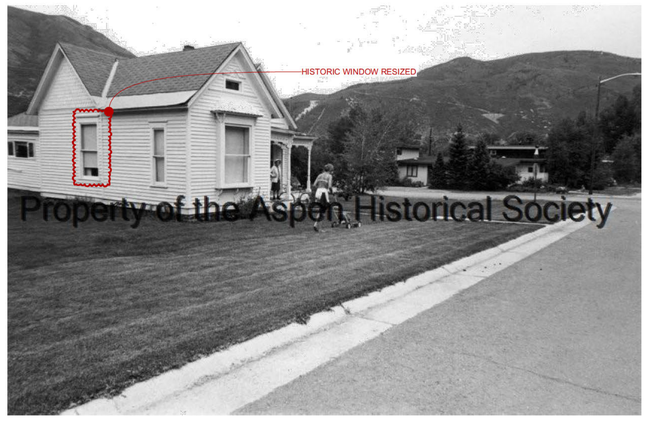
1995 W Hallam Exterior Photo Front Full
SCALE: 1:1.69
6



1989 W Hallam Exterior Photo Front Full
SCALE: 1:1.69
5



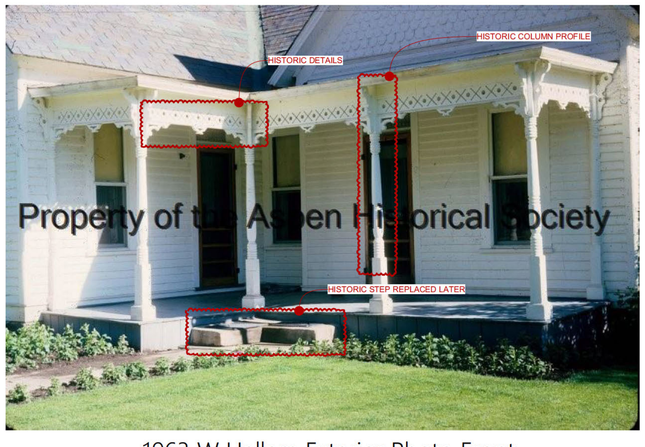
1985 W Hallam Exterior Photo Front
SCALE: 1:1.69
4



1970 W Hallam Exterior Photo Side
SCALE: 1" = 1' 0"
0 1/2" 1" 2"
3



1964 W Hallam Exterior Photo Front And Side
SCALE: 1" = 1' 0"
0 1/2" 1" 2"
2



1963 W Hallam Exterior Photo Front
SCALE: 1" = 1' 0"
0 1/2" 1" 2"
1

AS - BUILT	3/25/2024
HPC	4/15/2025

NOT FOR CONSTRUCTION

HISTORIC PHOTOS

A6.03

www.sgm-inc.com

March 20, 2025

Sara Adams, AICP
Bendon-Adams
www.bendonadams.com
(o) 970.925.2855 x2
(m) 610.246.3236

RE: 504 Hallam HPC Civil Site anticipated scope and site work

Dear Sara:

This report addresses a general overview of Civil Engineering aspects of the proposed site. This site is an occupied parcel, historically designated, in the old residential area of Aspen. The home is to remain but the garage is being relocated, altering slightly the site layout. The anticipated work warrants general civil and site planning per COA.

The parcel is at the northwest corner of Hallam and 4th Street, is relatively flat with a mild southwest to northeast slope. Streets are paved and current garage access is from 4th Street. There are no known drainage issues and the site is served by typical, albeit aged utility services. Addressing all these to update appropriately per COA (storm, water, sewer, utilities) are part of the potential scope of this application.

Driveway & Access

The garage is being relocated from the corner of the parcel to attached to the existing home. This relocation will afford that northeast corner of the parcel for potential stormwater controls although two other potential locations are shown on the civil site plan. Pending calculations and architectural affirmations, one or more of those locations shall be utilized for COA URMP water quality measures such as rain gardens, bio swales, or similar, pre-approved design element.

Utilities

The general site work opens up to replacing some aged services. The existing sewer to the northeast shall be abandoned and a new sewer tap proposed along the alleyway. The dry utilities (electric, gas, communications) shall also be re-run from the alley to the house, but without significant change in route or connection locations. The COA water department has indicated if a new water service is needed, it should come from Hallam, thereby abandoning the tap along 4th Street, following COA abandonment procedures and appropriate restoration.

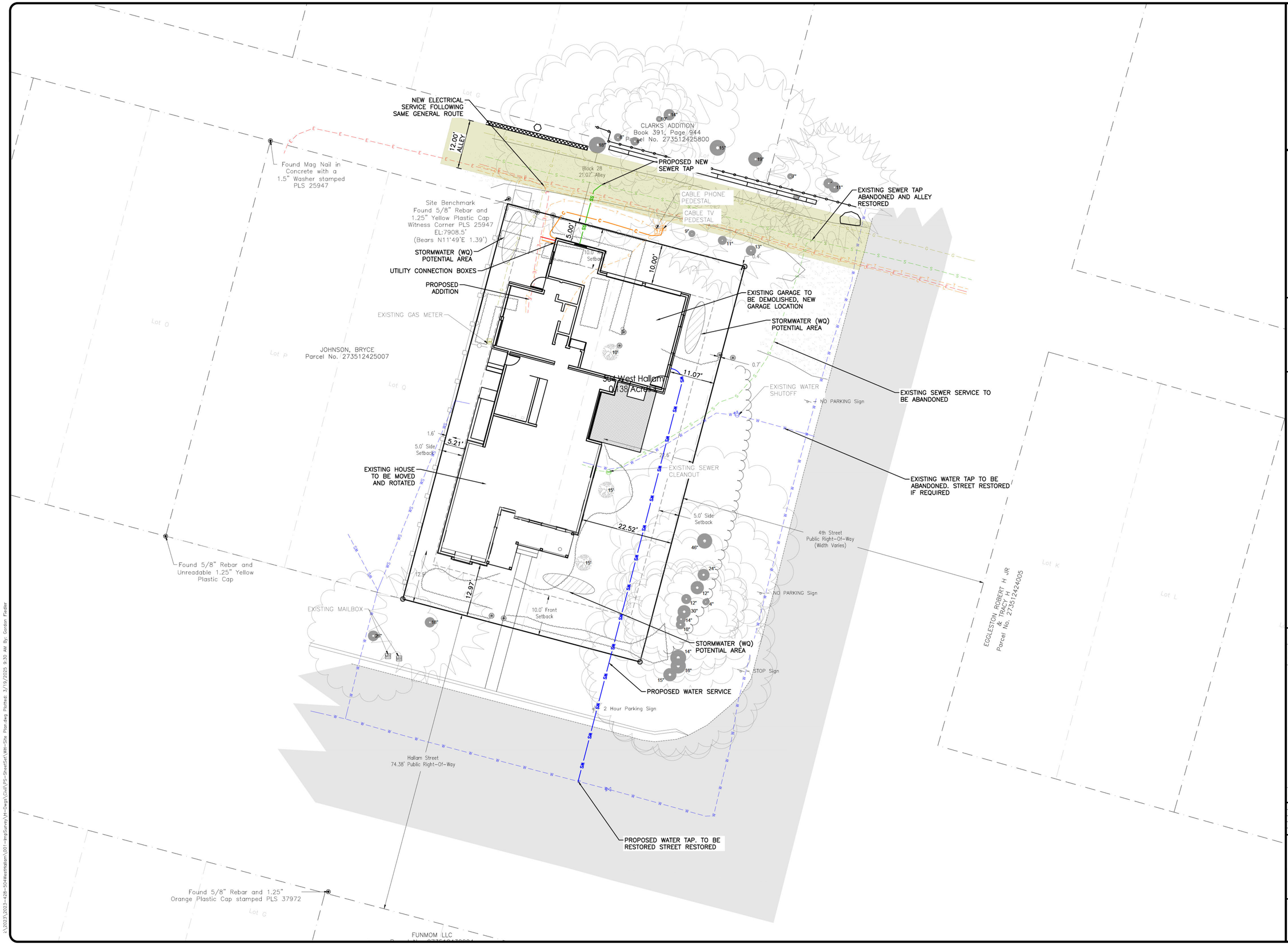
Conclusion

We trust this report is sufficient for the HPC review of feasibility on the parcel. It would appear the site amendments, utility updates and stormwater quality improvements can be incorporated. Please feel free to contact us if we may provide further information or clarification.

Very Truly Yours,



Rick L Barth, P.E., Senior Engineer
Civil Services Sector
SGM



Graphic Scale
0 5 10 20
In Feet: 1" = 10'

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

504 West Hallam Street

#	Revision	Date	By:
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.: 2023-428.001
Drawn by: GJF
Print Date: 3.13.2025
QC: CL | PE: CL
File: WH-Site Plan

Title:

Site Plan

Dwg No.

C-7

Of: 10

I:\2023\2023-428-504WestHallam\001-engSurvey\H-Dwgs\Civil\PS-SheetSet\WH-Site Plan.dwg Plotted: 3/19/2025 9:30 AM By: Gordon Fiedler

ABBREVIATIONS & SYMBOLS

&	AND	GC	GENERAL CONTRACTOR	PSI	POUNDS PER SQUARE INCH
@	AT	GL	GLASS, GLAZING	PREFAB	PREFABRICATED
ABV	ABOVE	GYP	GYPSUM	PT	PRESSURE TREATED
AFF	ABOVE FINISHED FLOOR	GYP BD	GYPSUM BOARD	PL	PROPERTY LINE
AP	ACCESS PANEL	HB	HOSE BIB	QT	QUARRY TILE
ADD	ADDENDUM	HDW	HARDWARE	RAD	RADIUS
ADJ	ADJUSTABLE	HDWD	HARDWOOD	REF	REFERENCE
ALT	ALTERNATE	HDR	HEADER	REFR	REFRIGERATOR
ALUM	ALUMINUM	HTG	HEATER (ING)	REINF	REINFORCE (D), (ING)
APPROX	APPROXIMATE	HVAC	HEATING VENTILATION AC	REQD	REQUIRED
ARCH	ARCHITECT (URAL)	HT	HEIGHT	RES	RESILIENT
BASMT	BASEMENT	HC	HOLLOW CORE	REV	REVISION (D), (ING)
BRG	BEARING	HM	HOLLOW METAL	REVS	REVERSE
BOT	BOTTOM	HOR	HORIZONTAL	RH	RIGHT HAND
BLDG	BUILDING	HW	HOT WATER	R	RISER
BLKG	BLOCKING	HWH	HOT WATER HEATER	R&S	ROD AND SHELF
BM	BEAM	IN or (")	INCH (ES)	RD	ROOF DRAIN
CAB	CABINET	INCL	INCLUDE (D), (ING)	RDT	RECESSED DRAPERY TRACK
CPT	CARPET (ED)	ID	INSIDE DIAMETER / DIMENSION	RFG	ROOFING
CSMT	CASEMENT	IBC	INSTALLED BY CONTRACTOR	RM	ROOM
C	CAULK (ING)	IBO	INSTALLED BY OWNER	RO	ROUGH OPENING
CLG	CEILING	INS	INSULATE (D), (ION)	R/S	ROUGH SAWN
CT	CERAMIC TILE	INT	INTERIOR	S	SEALANT
CLG	CLEAR	JC	JANITOR'S CLOSET	SEL	SELECT
CLO	CLOSET	KIT	KITCHEN	SHTG	SHEATHING
COL	COLUMN	LAM	LAMINATE (D)	SHT	SHEET
CW	COLD WATER	LAV	LAVATORY	SM	SHEET METAL
CT	COLLAR TIE	LH	LEFT HAND	S M	S MILAR
CONC	CONCRETE	L	LENGTH	SD	SMOKE DETECTOR
CMU	CONCRETE MASONRY UNIT	LDT	LIGHT & DRAPERY TROUGH	SC	SOLID CORE
CONST	CONSTRUCTION	LT	LIGHT TROUGH	SPEC	SPECIFICATION (S)
CONT	CONTINUOUS	LTL	LINTEL	SQ	SQUARE
CJT	CONTROL JOINT	LVR	LOUVER	STD	STANDARD
CPR	COPPER	MH	MANHOLE	ST	STAIN
CUST	CUSTOM	MFR	MANUFACTURE (ER)	STL	STEEL
DBL	DOUBLE	MO	MASONRY OPENING	STOR	STORAGE
DEPT	DEPARTMENT	MTL	MATERIAL	SD	STORM DRAIN
DT	DRAPERY TROUGH	MAX	MAXIMUM	STRUCT	STRUCTURAL
DTL	DETAIL	MECH	MECHANIC (AL)	S4S	SURFACED FOUR SIDES
DIA	DIAMETER	MC	MEDICINE CABINET	SUSP	SUSPEND
DIM	DIMENSION	MMB	MEMBRANE	SYM	SYMBOL or SYMMETRICAL
DR	DOOR	MTL or MET	METAL	TEL	TELEPHONE
DWG	DRAWING	M	METER (S)	TV	TELEVISION
DF	DOUGLAS FIR or DRINKING FOUNTAIN	MEZZ	MEZZANINE	THR	THRESHOLD
		MM	MILL METER (S)	THRU	THROUGH
DS	DOWNSPOUT	MIN	MINIMUM	T&G	TONGUE AND GROOVE
EA	EACH	MIR	MIRROR	T&B	TOP AND BOTTOM
ELEC	ELECTRIC (AL)	MISC	MISCELLANEOUS	TOC	TOP OF CURB
EL	ELEVATION (S)	MULL	MULLION	TS	TOP OF SLAB
ELEV	ELEVATOR	NAT	NATURAL	TSL	TOP OF STEEL
EQUIP	EQUIPMENT	(N)	NEW	TW	TOP OF WALL
EQ	EQUAL	NR	NOISE REDUCTION	TOP	TOP OF PAVEMENT
EXH	EXHAUST	NOM	NOMINAL	TB	TOWEL BAR
EXG or (E)	EXISTING	N	NORTH	TR	TRANSOM
EJ	EXPANSION JOINT	NIC	NOT IN CONTRACT	T	TREAD
EXT	EXTERIOR	NTS	NOT TO SCALE	TYP	TYPICAL
FOC	FACE OF CONCRETE	NO. or #	NUMBER	UNO	UNLESS NOTED OTHERWISE
FOF	FACE OF FINISH	OC	ON CENTER	VB	VAPOR BARRIER
FF	FINISHED FLOOR ELEVATION	OPG	OPENING	VIF	VERIFY IN FIELD
FE	FIRE EXTINGUISHER	OPP	OPPOSITE	VERT	VERTICAL
FDC	FIRE DEPT CONNECTION	OPH	OPPOSITE HAND	VG	VERTICAL GRAIN
FHC	FIRE HOSE CONNECTION	OD	OUTSIDE DIAMETER	VCT	VINYL COMPOSITION TILE
FEC	FIRE EXTINGUISHER CABINET	OH	OVERHEAD	WC	WATER CLOSET
FPL	FIREPLACE	PR	PAIR	WP	WATERPROOFING
FP	FIREPROOFING SPRAYED	PK	PARKING	WWF	WELDED WIRE FABRIC
FLG	FLASHING	PVMT	PAVEMENT	W	WIDTH, WIDE
FLR	FLOOR (ING)	PERF	PERFORATED	WUI	WILDLAND URBAN INTERFACE
FD	FLOOR DRAIN	PL	PLASTIC LAMINATE	WDW	WINDOW
FND	FOUNDATION	PLYWD	PLYWOOD	WO	WITHOUT
FBO	FURNISHED BY OTHERS	PEN	PLYWOOD EDGE NAILING	WD	WOOD
FUR	FURRED (ING)	PT	POINT		
GA	GAUGE	PSI	POUNDS PER SQUARE FOOT		
GV	GALVANIZED				

PROPERTY LINE

6' - 0" DIMENSION

NEW OR FINISHED CONTOURS

EXISTING CONTOURS

1 REVISION CLOUD AND TAG

0 GRID LINES

101 DOOR TAG

1 WINDOW TAG

NEW WALLS

EXISTING WALLS

DEMOLISH WALLS

1 Ref / Ref A101 / 1 Ref / Ref ELEVATION REFERENCE

1 Ref / Ref A101 / 1 Ref / Ref INTERIOR ELEVATION REFERENCE

1 A101 SIM DETAIL REFERENCE

1 A101 SIM SECTION REFERENCE

Name Elevation HEIGHT REFERENCE

Room name 101 ROOM TAG

1 WALL TYPE

? KEYNOTE

OWNER
SCOTT HOFFMAN
504 WEST HALLAM RD
ASPEN, CO
SCOTT@CRESTONEBUILDING.COM

ARCHITECT
RKD Architects
Contact: Jack Snow
snow@RKDArch.com
970.390.3231

HISTORIC PRESERVATION
BENDONADAMS
Contact: SARA ADAMS
SARA@BENDONADAMS.COM

HISTORIC DOCUMENTATION
RED
Contact: XXXX
1001 GRAND AVE #103
GLENWOOD SPRINGS, CO 81601
XXXXX

CONTENTS

Sheet	Name
A0	COVER
A1	DIAGRAM
A2	DEMOLITION
A3	FLOOR AREA
A4	SITE ROOF
A5	BASEMENT PLAN
A6	MAIN FLOOR PLAN
A7	MASTER FLOOR PLAN
A8	ELEVATIONS
A9	ELEVATIONS
A10	HIDDEN ELEVATIONS
A11	IMAGES
A12	NEIGHBORHOOD PHOTOS
L1	LANDSCAPE PLAN



504 WEST HALLAM

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edwards, colorado 81632
970 926.2622
rkd@rkdarch.com

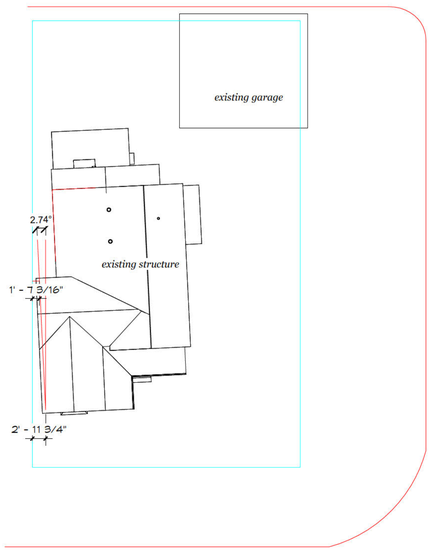
504 WEST HALLAM

job number 23080

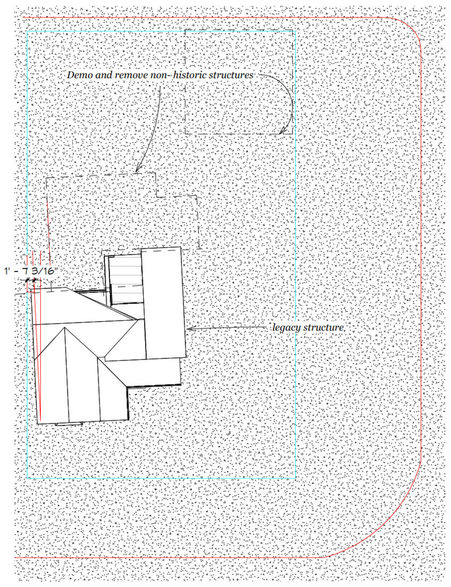
issue	date
HPC Conceptual	4/22/2025

Revisions

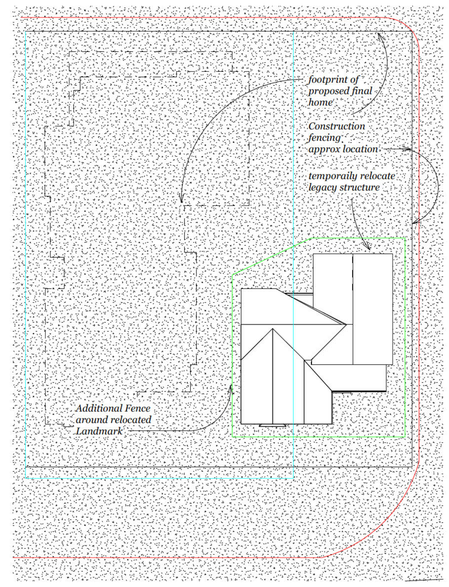
sheet title
COVER
sheet number
A0



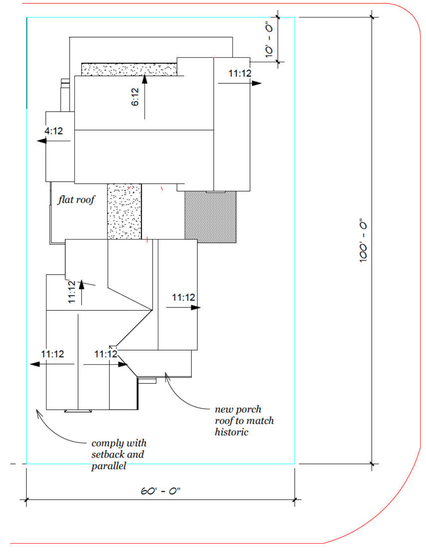
1 Project Diagram EXISTING
1/16" = 1'-0"



2 Project Diagram DEMO
1/16" = 1'-0"



4 Project Diagram RELOCATE
1/16" = 1'-0"



3 Project Diagram FINAL
1/16" = 1'-0"

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job number 23080

issue	date
HPC Conceptual	4/22/2025

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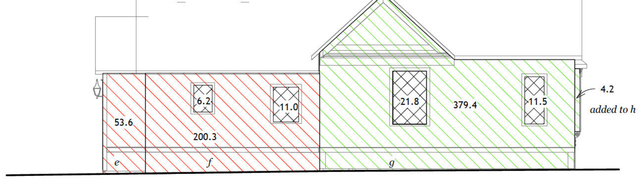
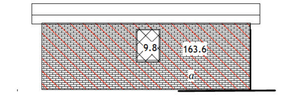
sheet title
DIAGRAM
sheet number
A1



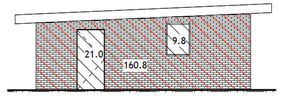
5 Ex West
1/8" = 1'-0"



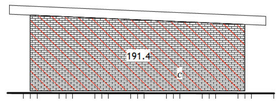
4 Ex South
1/8" = 1'-0"



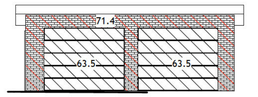
9 Garage West
1/8" = 1'-0"



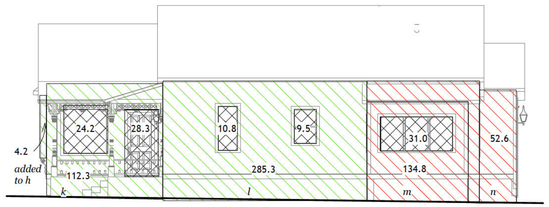
8 Garage South
1/8" = 1'-0"



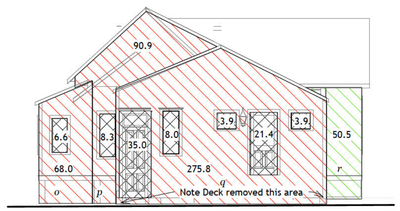
7 Garage North
1/8" = 1'-0"



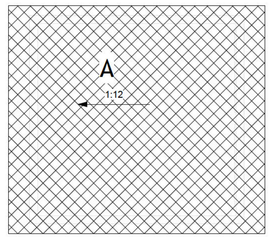
6 Garage East
1/8" = 1'-0"



2 Ex East
1/8" = 1'-0"



3 Ex North
1/8" = 1'-0"



b

d

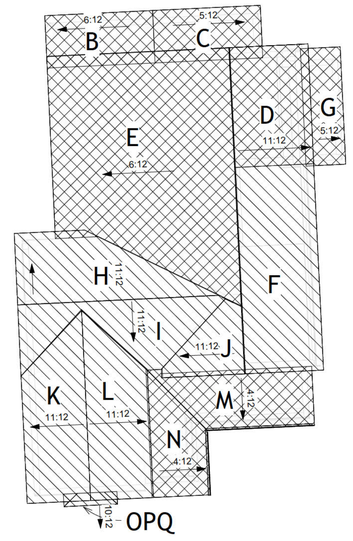
DEMOLITION CALCULATIONS

504 WEST HALLAM

ROOF	ROOF	RATIO METHOD				
LABEL	SQ FTG- FLAT	SLOPE	ADJUSTMENT FACT	SQ FTG ACTUAL	AREA REMOVED	
A	731	1:12	1.003	733.19	733.19	
TOTAL GARAGE ROOF SURFACE				**733.19**	**733.19**	
B	70.85	6:12	1.118	79.21	79.21	
C	70.85	5:12	1.083	76.73	76.73	
D	119.06	11:12	1.356	161.45	161.45	
E	483.5	6:12	1.118	540.55	540.55	
F	202.28	11:12	1.356	274.29		
G	58.53	5:12	1.083	63.39	63.39	
H	122.3	11:12	1.356	165.84		
I	107.3	11:12	1.356	145.50		
J	50.28	11:12	1.356	68.18		
K	126.42	11:12	1.356	171.43		
L	124.41	11:12	1.356	168.70		
M	98.92	4:12	1.054	104.26	104.26	
N	70.35	4:12	1.054	74.15	74.15	
O	1.12	10:12	1.302	1.46		
P	6.39	10:12	1.302	8.32		
Q	1.12	10:12	1.302	1.46		
TOTAL HOUSE ROOF SURFACE	**1713.68**			**2104.91**	**1099.74**	
TOTAL PROJECT ROOF DEMO	**2444.68**			**2838.10**	**1832.93**	

WALLS

	LABEL	AREA W/O FENESTRATION	FENESTRATION SF	AREA TO BE REMOVED	
GARAGE	a	163.6	9.8	173.4	
	b	160.8	30.8	191.6	
	c	191.4		191.4	
	d	71.4	127	198.4	
TOTAL FENESTRATION			**167.6**		
TOTAL WALL AREA reduced (demo Calc)		**587.2**			
TOTAL WALL inc fenestration		**754.8**			
TOTAL WALL AREA REMOVED				**754.8**	**100%**
HOUSE	e	53.6		53.6	
	f	200.3	18.2	218.5	
	g	379.4	34.3	0	
	h	178.5	27	0	
	i	246.4	55.1	0	
	j	39.7	6.5	46.2	
	k	112.3	52.5	0	
	l	285.3	20.3	0	
	m	134.8	31	165.8	
	n	52.6		52.6	
	o	68	6.6	74.6	
	p	90.9	8.3	99.2	
	q	275.8	72.2	348	
HOUSE	r	50.5		0	
TOTAL FENESTRATION			**332**		
TOTAL WALL AREA reduced (demo Calc)		**2168.1**			
TOTAL WALL inc fenestration		**2500.1**			
TOTAL WALL AREA REMOVED				**1058.5**	**42%**
TOTAL				**1813.3**	
DEMOLITION TOTALS					
roof & wall used for demo calc		**3646.23**			
surface area to be removed		**2891.43**			
TOTAL%		**79%**			



1 Roof Demo
1/8" = 1'-0"

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HPC	4/22/2025
Conceptual	

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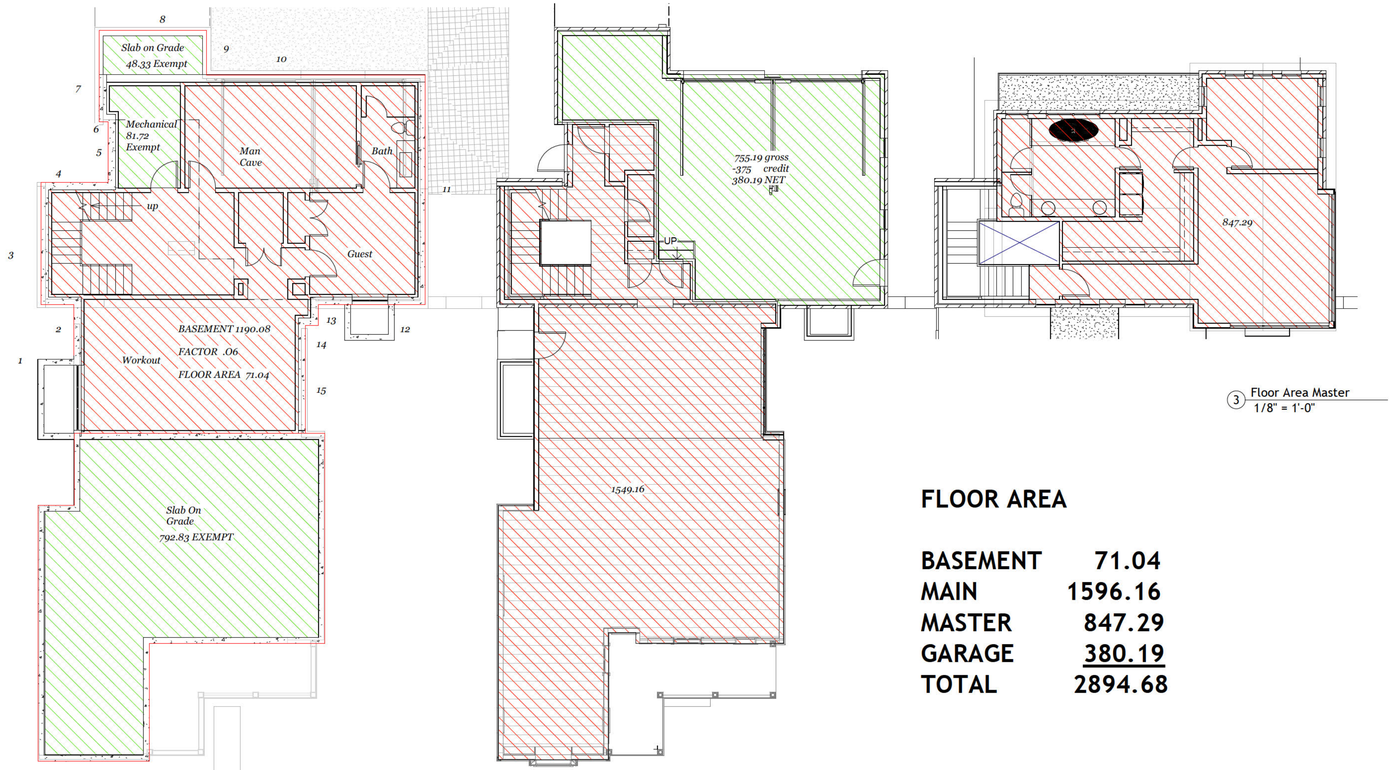
sheet title
DEMOLITION
sheet number
A2



3 Floor Area Master
1/8" = 1'-0"

FLOOR AREA

BASEMENT	71.04
MAIN	1596.16
MASTER	847.29
GARAGE	380.19
TOTAL	2894.68



11 Floor Area Master HISTORIC V NEW
1/8" = 1'-0"

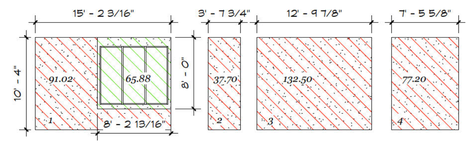
HISTORIC v NEW FLOOR AREA

HISTORIC	1180.01
NEW	1592.50

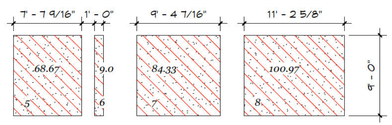
1 Floor Area Basement
1/8" = 1'-0"

2 Floor Area Main
1/8" = 1'-0"

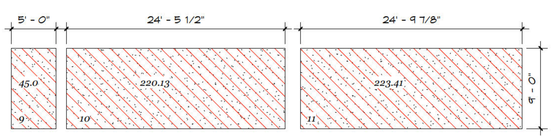
10 Floor Area Main HISTORIC V NEW
1/8" = 1'-0"



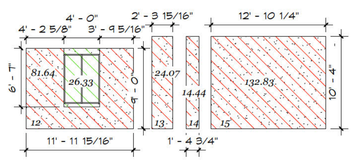
4 FOUND WALL 1
1/8" = 1'-0"



5 FOUND WALL 2
1/8" = 1'-0"



6 FOUND WALL 3
1/8" = 1'-0"

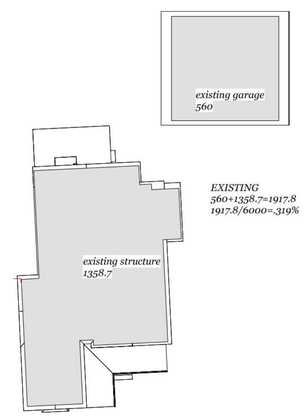


7 FOUND WALL 4
1/8" = 1'-0"

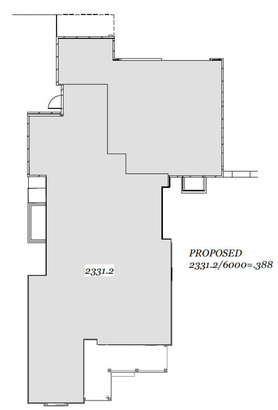
BASEMENT EXPOSED WALL CALCULATIONS

504 WEST HALLAM

WALL LABEL	SQ FTG- FLAT	EXPOSED WALL
1	156.89	65.88
2	37.7	0
3	132.5	0
4	77.2	0
5	68.67	0
6	9	0
7	84.33	0
8	100.97	0
9	45	0
10	220.13	0
11	223.41	0
12	107.97	26.33
13	24.07	0
14	14.44	0
15	132.83	0
TOTAL WALL	1435.11	
TOTAL EXPOSED		92.21
% EXPOSED WALL		6%



8 Site Coverage EXISTING
1/16" = 1'-0"



9 site coverage PROPOSED
1/16" = 1'-0"

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504 WEST HALLAM

job number 23080

issue	date
HPC Conceptual	4/22/2025
Revisions	

sheet title
FLOOR AREA
sheet number
A3

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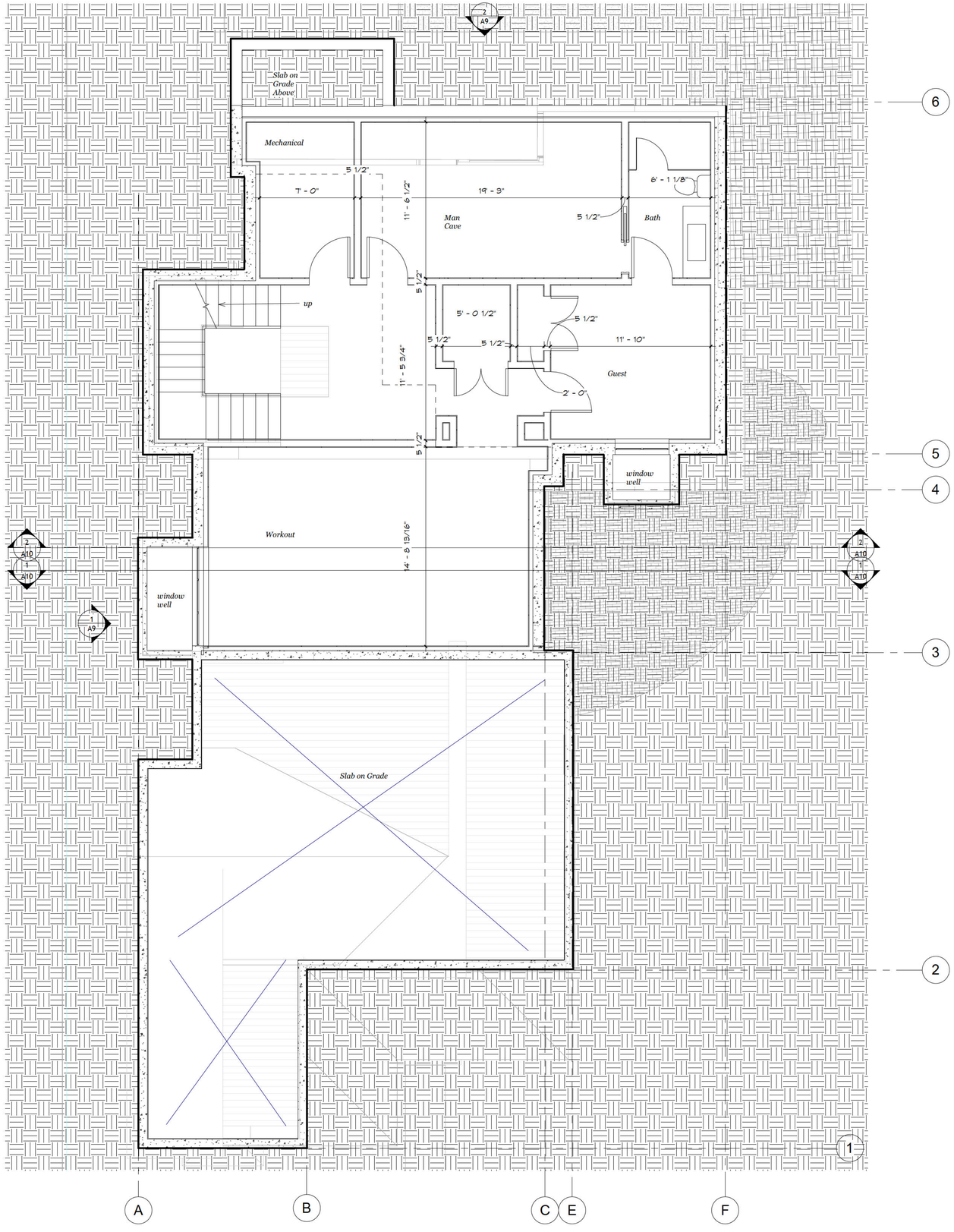
job number 23080

issue	date
HPC Conceptual	4/22/2025

Revisions

sheet title
SITE ROOF
sheet number
A4



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Revisions

sheet title
BASEMENT PLAN
sheet number
A5

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Revisions

sheet title
MAIN FLOOR PLAN
sheet number
A6

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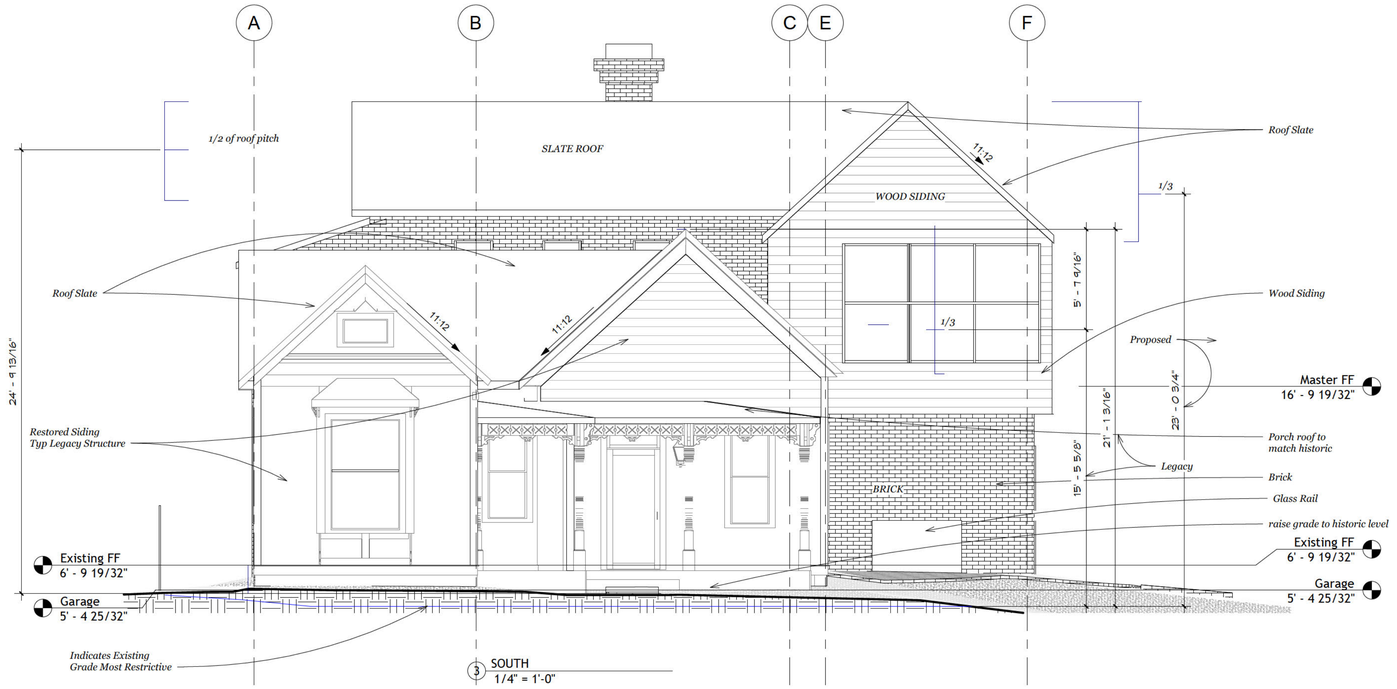
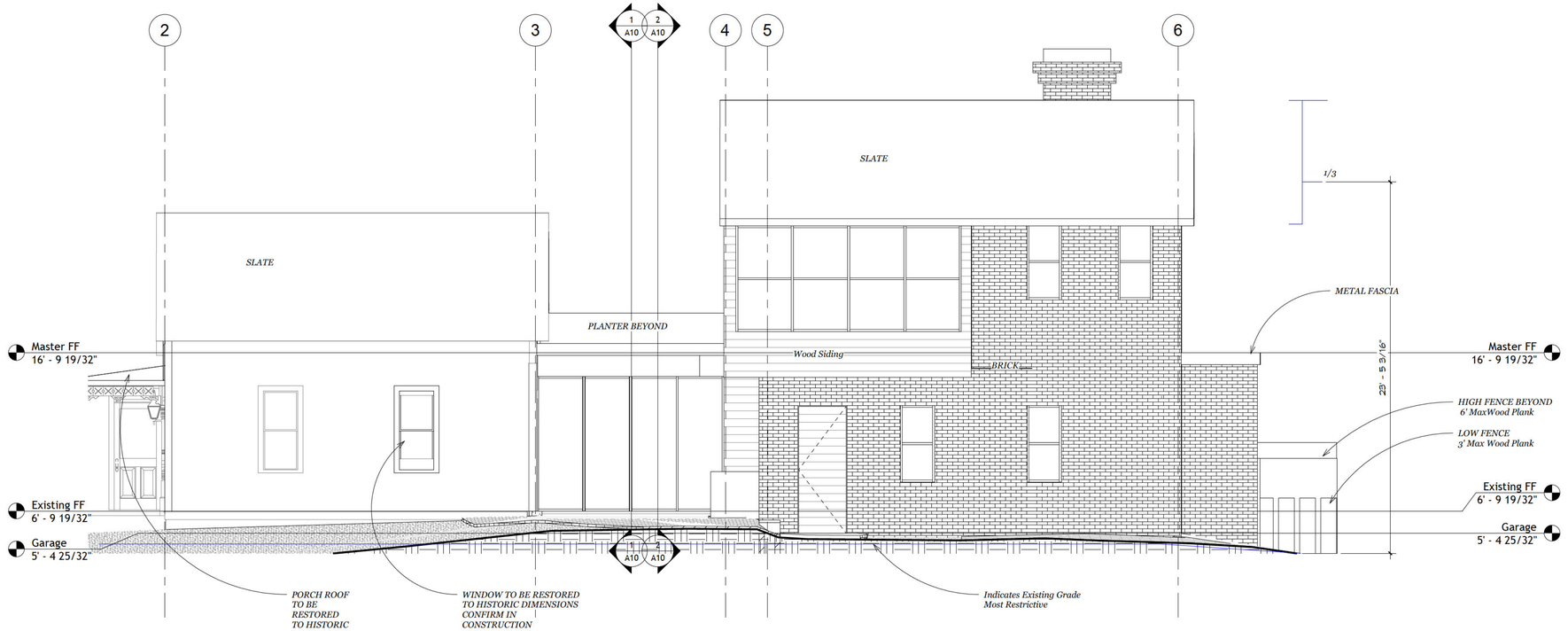
Revisions

sheet title
MASTER FLOOR PLAN
sheet number
A7







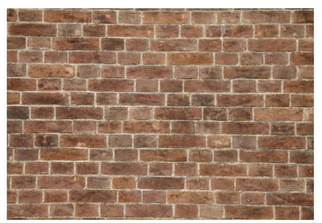
SLATE ROOF



WOOD SIDING



GREEN ROOF



BRICK

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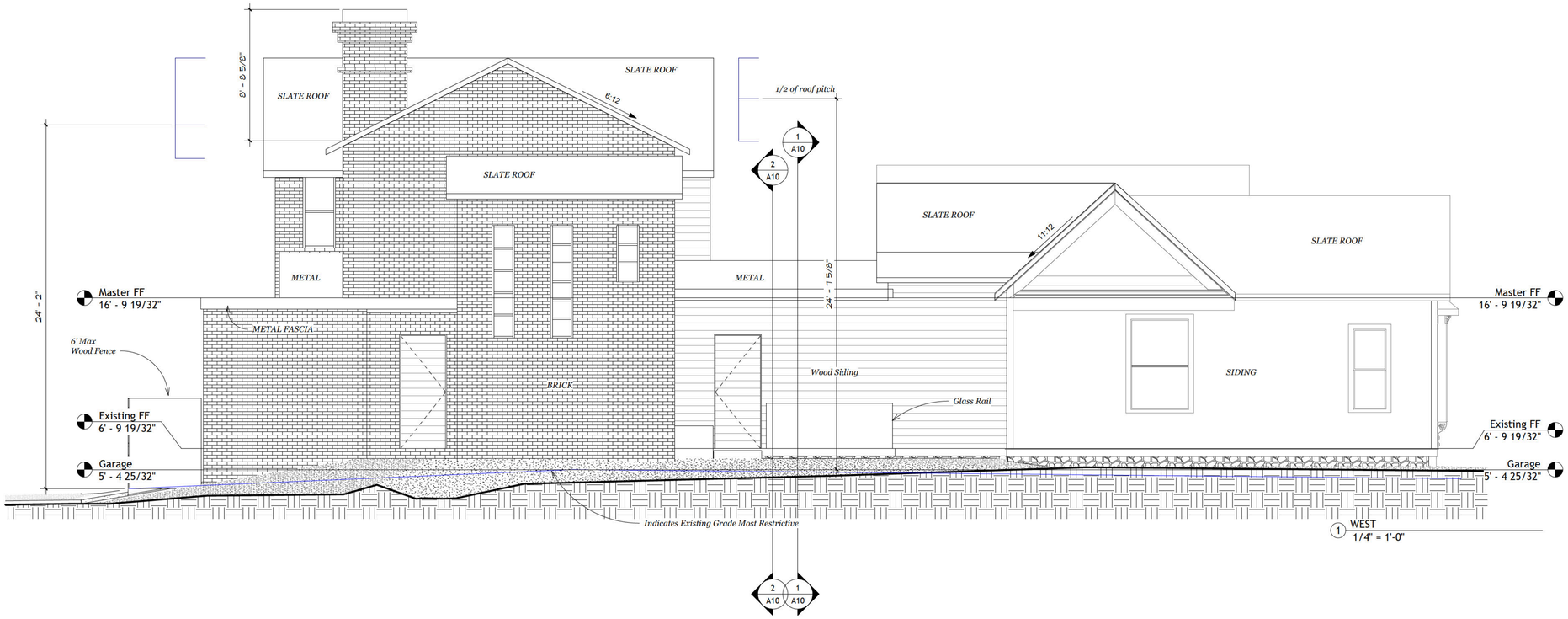
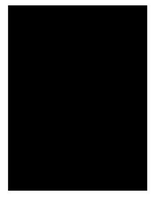
ELEVATIONS
sheet number
A8



1 WEST
1/4" = 1'-0"



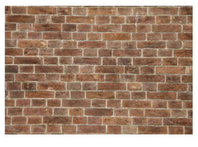
SLATE ROOF



WOOD SIDING



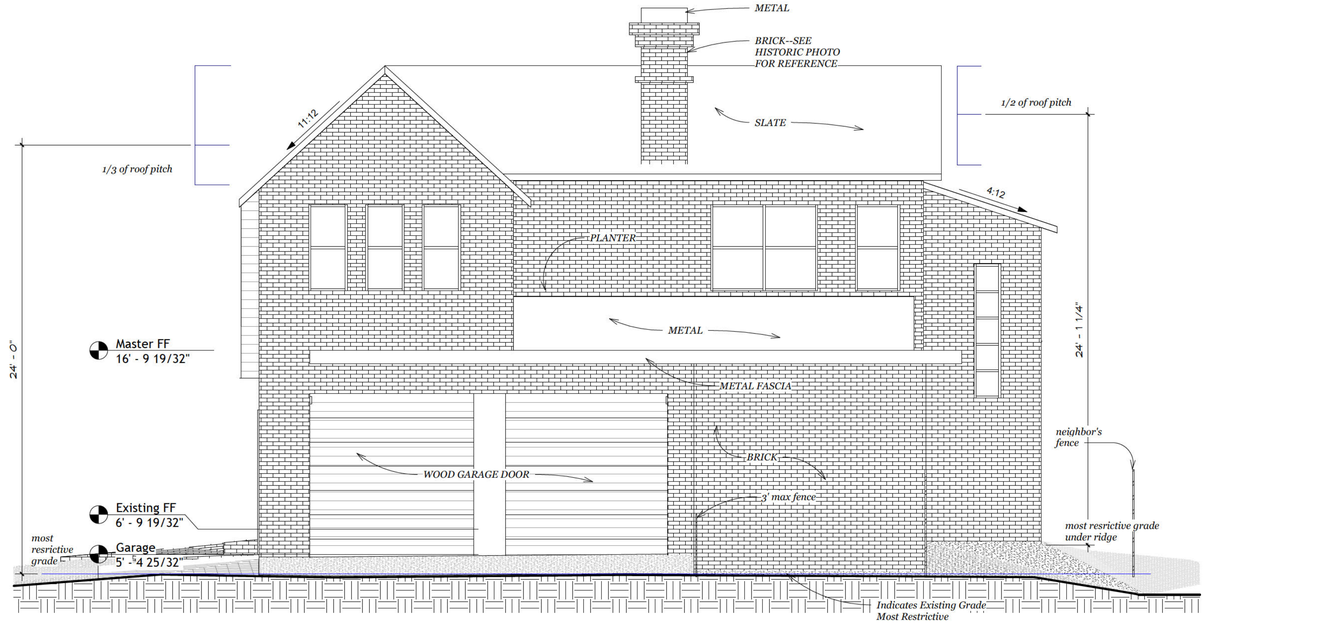
GREEN ROOF



BRICK



Garage Door



2 NORTH
1/4" = 1'-0"

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ELEVATIONS
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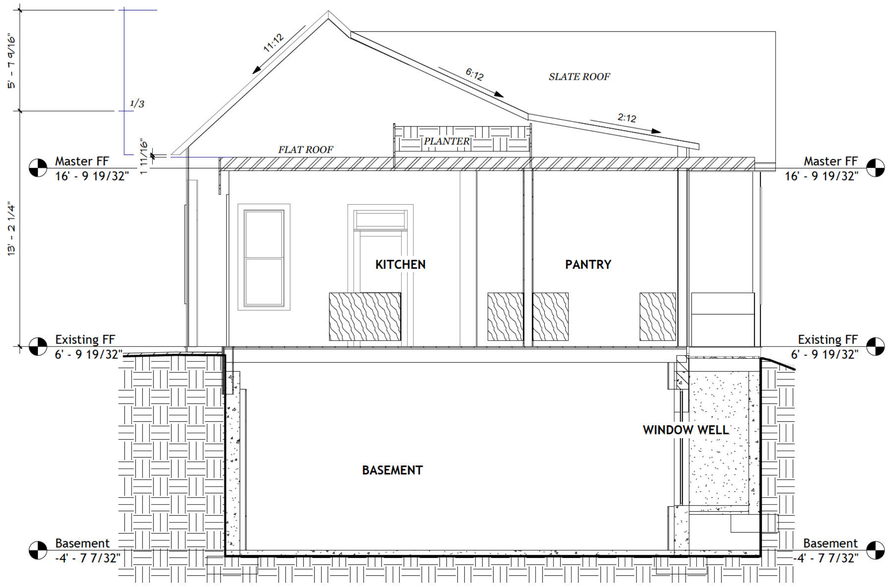
A9



2 Through Connecting South
1/4" = 1'-0"



1 Through Connecting North
1/4" = 1'-0"

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sheet title
HIDDEN ELEVATIONS
sheet number
A10











IMAGES



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issue	date
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Revisions

sheet title
MAGES
sheet number
A11

506 WEST HALLAM 2

520 WEST HALLAM 3

526 WEST HALLAM 4

530 WEST HALLAM 5

602 WEST HALLAM 6

601 WEST HALLAM 7

533 WEST HALLAM 8

525 WEST HALLAM 9

511 WEST HALLAM 10

501 WEST HALLAM 11

431 WEST HALLAM 12

434 WEST HALLAM 13

1 EXISTING

1 PROPOSED

MAP

504 WEST HALLAM NEIGHBORHOOD

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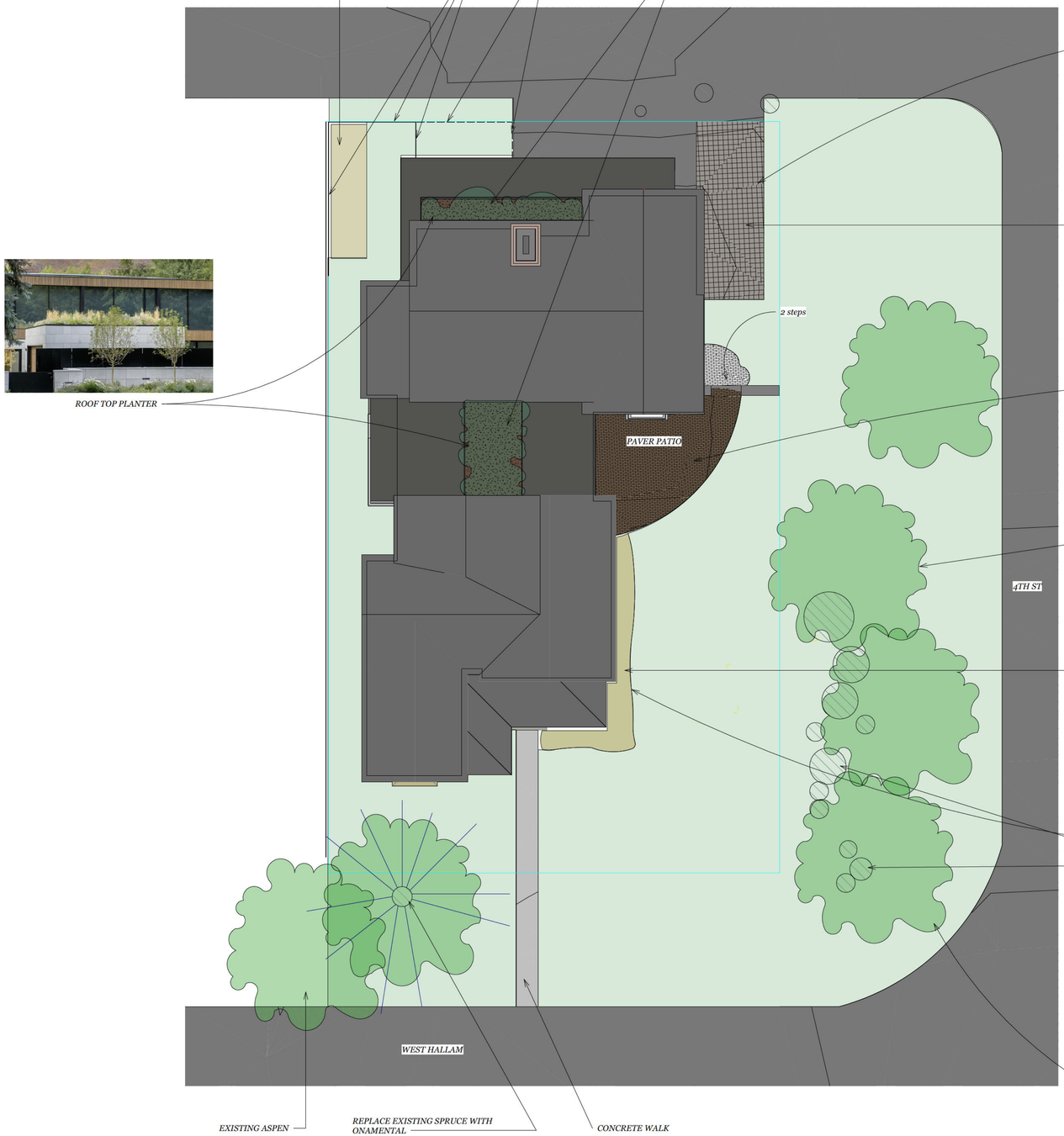
HPC Conceptual	4/22/2025

Revisions

sheet title
NEIGHBORHOOD PHOTOS

A12



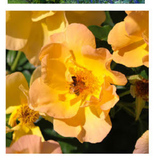














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Revisions

sheet title
LANDSCAPE PLAN
sheet number
L1

CITY OF ASPEN

Attachment B
Transferable Development Rights Criteria
Staff Findings

Section 26.535.070
A historic TDR certificate may be established by the Mayor if the City Council, pursuant to adoption of an ordinance, finds all the following standards met:

A. The sending site is a historic landmark on which the development of a single-family or duplex residence is a permitted use, pursuant to Chapter 26.710, Zone Districts. Properties on which such development is a conditional use shall not be eligible.
    a. **Staff Findings:** 504 W. Hallam St. is a designated historic landmark that is an eligible sending site that can establish and sever transferable development rights (TDRs).

B. It is demonstrated that the sending site has permitted unbuilt development rights, for either a single-family or duplex home, equaling or exceeding two hundred and fifty (250) square feet of floor area multiplied by the number of historic TDR certificates requested.
    a. **Staff Findings:** The 6,000 square foot lot has 3,240 square feet of allowable floor area. The proposed project includes 2,458 square feet of floor area, which leaves 782 square feet. The request is for two 250 square foot TDR certificates, which will leave 282 square feet of floor area.

C. It is demonstrated that the establishment of TDR certificates will not create a nonconformity. In cases where a nonconformity already exists, the action shall not increase the specific nonconformity.
    a. **Staff Findings:** The creation of a TDR will not create or increase a nonconformity.

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

a. **Staff Findings:** The allowable floor area for a detached single-family residence on a 6,000 sf lot in the R-6 zone district is 3,240 sf. Unbuilt floor area is available to convert to TDRs.

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

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

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

a. **Staff Findings:** At the point of issuing a TDR certificate, the applicant will be required to file a deed restriction that will permanently reduce the allowable floor area by 250 sf. per TDR requested. All documents shall be reviewed by the City Attorney prior to execution.

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

a. **Staff Findings:** This is a mandatory process that the applicant will pursue.

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

a. **Staff Findings:** The applicant has provided detailed floor area calculations as part of the proposal. Final calculations shall be reviewed by The City prior to the issuance of the TDR certificate.

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

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

J. City Council may find that the creation of TDRs is not the best preservation solution for the affected historic resource and deny the application to create TDRs. HPC shall provide Council with a recommendation.
    a. **Staff Findings:** The Historic Preservation Commission recommended approval of the requested two (2) TDRs at their September 10, 2025 meeting. City Council is the final authority for granting the TDR request.

RECEPTION#: 712683, R: $43.00, D: $0.00
DOC CODE: RESOLUTION
Pg 1 of 9, 10/17/2025 at 02:08:07 PM
Ingrid K. Grueter, Pitkin County, CO

RESOLUTION #10
(SERIES OF 2025)

A RESOLUTION OF THE ASPEN HISTORIC PRESERVATION COMMISSION (HPC) APPROVING WITH CONDITIONS A CERTIFICATE OF APPROPRIATENESS FOR MAJOR DEVELOPMENT CONCEPTUAL DEVELOPMENT PLAN REVIEW, RELOCATION, A VARIATION BENEFIT, AND RECOMMENDATION OF TWO TRANSFERABLE DEVELOPMENT RIGHTS FOR THE PROPERTY LOCATED AT 504 WEST HALLAM STREET, LEGALLY DESCRIBED AS LOTS R AND S, BLOCK 28, CITY AND TOWNSITE OF ASPEN, PITKIN COUNTY, COLORADO

PARCEL ID: 2735-124-25-006

WHEREAS, the Community Development Department received an application on May 9, 2025, from Scott Hoffman (applicant/owner), represented by Sara Adams of BendonAdams, for demolition of non-historic additions, relocation of the resource, construction of a new single-story addition with subgrade space, a rear yard setback variation, and the creation of two Transferable Development Rights, which requires the following land use review approvals:

- Certificate of Appropriateness for Major Development – Conceptual Development Plan Review, pursuant to City of Aspen Land Use Code Section 26.415.070(d)(3);
- Relocation, pursuant to City of Aspen Land Use Code Section 26.415.090;
- Benefits – Variations, pursuant to City of Aspen Land Use Code Section 26.415.110;
- Benefits – Transferable Development Right (TDR), pursuant to City of Aspen Land Use Code Section 26.415.110

WHEREAS, Section 26.415.070 of the Municipal Code states that "no building or structure shall be erected, constructed, enlarged, altered, repaired, relocated or improved involving a designated historic property or district until plans or sufficient information have been submitted to the Community Development Director and approved in accordance with the procedures established for their review;" and

WHEREAS, for a Certificate of Appropriateness for Major Development – Conceptual Development Plan Review, the HPC must review the application, a staff analysis report, and the evidence presented at a hearing to determine the project's conformance with the City of Aspen Historic Preservation Design Guidelines per Section 26.415.070(d)(3)b. of the Municipal Code and other applicable Code Sections. The HPC may approve, disapprove, approve with conditions or continue the application to obtain additional information necessary to make a decision to approve or deny; and

WHEREAS, for approval of Relocation, the application shall meet the requirements of Aspen Municipal Code Section 26.415.090(c), Relocation of a Designated Property; and

WHEREAS, for approval of Setback Variations, the application shall meet the requirements of Aspen Municipal Code Section 26.415.110(c), Setback Variations; and

WHEREAS, to recommend approval of Transferrable Development Rights, HPC must find the application meets the requirements of Aspen Municipal Code Section 26.535.070, Transferable Development Rights; and

WHEREAS, Community Development Department staff reviewed the application for compliance with the applicable code sections, standards, and guidelines, and, finding it in general conformance therewith, recommended approval of the application with conditions; and,

WHEREAS, at a duly noticed public meeting on July 9th 2025, the HPC reviewed the project, including the application, staff memo, and public comments, and voted four to zero (4-0) in support of a motion to continue the application to a date certain of September 10, 2025; and,

WHEREAS, at a duly noticed public meeting on September 10, 2025, the HPC reviewed the project, including the application, staff memo, and public comments, and voted four to zero (4 – 0) in support of a motion to approve the request with conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASPEN HISTORIC PRESERVATION COMMISSION THAT:

Section 1: Certificate of Appropriateness for Major Development Conceptual Review and Relocation

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the Historic Preservation Commission hereby approves the request for a Certificate of Appropriateness for Major Development Conceptual Review, Relocation, based on representations described in **Exhibit A** with conditions as described in **Section 5** of this Resolution.

Section 2: Variations

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the Historic Preservation Commission hereby approves the request for a variation to the rear yard setback requirements. The approval allows for a 3'-10" x 8'-9 ¾" lightwell to be built 3'-10" into the rear yard setback at the northwest portion of the property, as represented in **Exhibit A**.

Section 3: Transferable Development Rights

The HPC recommends that Aspen City Council approve the request for the creation of two Transferable Development Rights Certificates that upon issuance, would sever 500 square feet of development right from the property. A separate Ordinance with City Council is necessary to approve the issuance of TDR(s). Final floor area calculations may be adjusted prior to final review and at permit but shall not exceed the maximum allowed square footage minus the approved TDRs.

Allowable Floor Area	3,240 sf
Existing Floor Area	1,978.5 sf
Proposed Floor Area	2,458 sf
Unbuilt Floor Area (following approval of proposal)	782 sf
Unbuilt Floor Area After Removal of Two TDRs	282 sf

Section 4: Floor Area Bonus

Subject to verification by staff that this benefit can be requested during the meeting even though it was not included in the application, the HPC would like to approve a benefit for a floor area bonus of 375 square feet. Staff will evaluate the request and determine if it is valid or if it needs to be included in the final application for review and recommendation.

Section 5: Conditions of Approval

1. Mechanical equipment location to be specified on provided plans at Final Review.

2. Following Final Review and approval, applicant shall proceed with selective demolition of the additions to allow Historic Preservation staff and Historic Preservation Commission monitor to evaluate the resource and confirm that the additions slated for removal do not retain historic material.

Section 6: Material Representations

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

Section 7: Existing Litigation

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 8: Severability

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

APPROVED BY THE COMMISSION at its regular meeting on the 10th day of September 2025.

Approved as to Form:

Luisa Berne, Assistant City Attorney

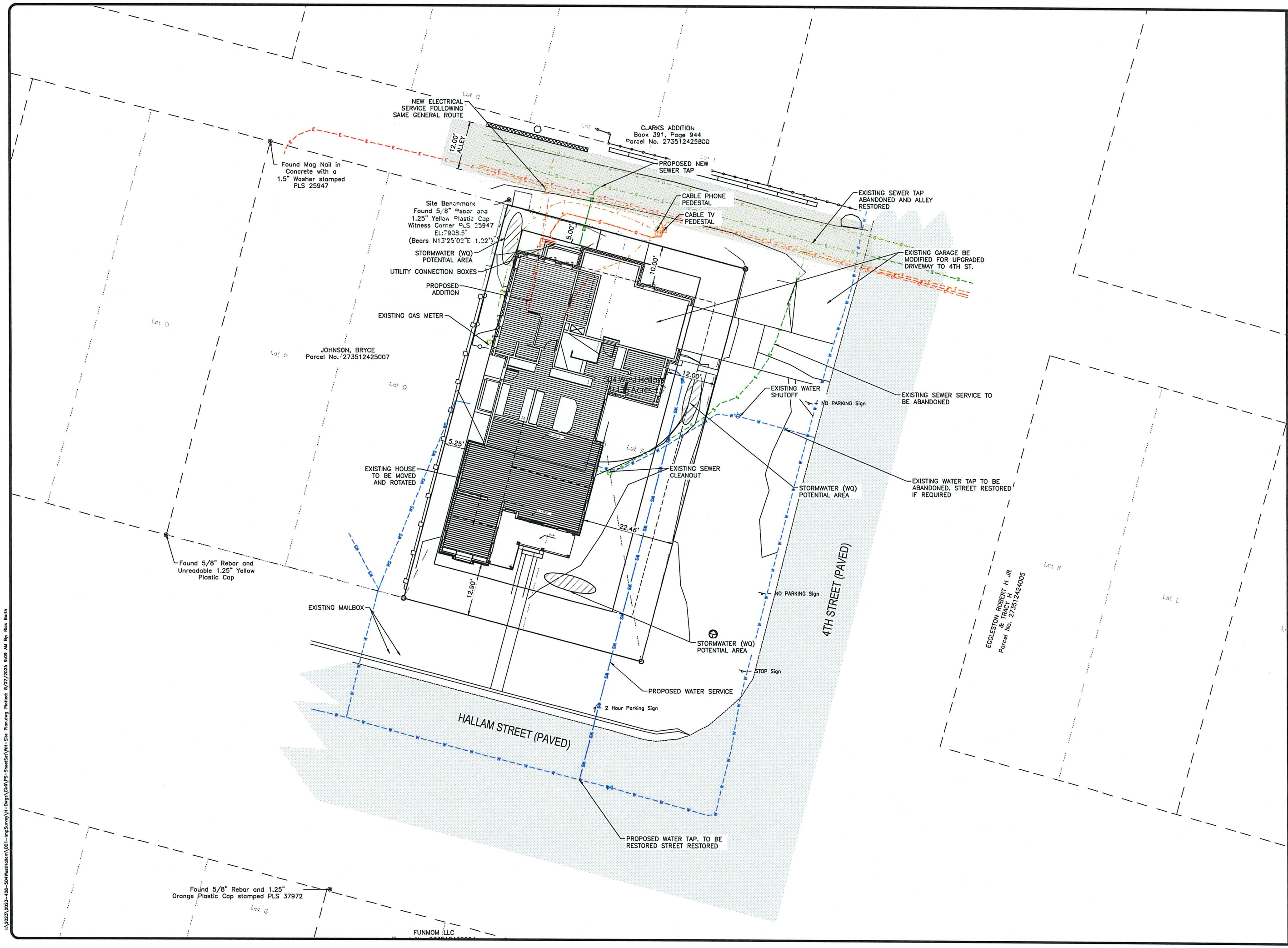
Approved as to Content:

Kara Thompson, HPC Chair

ATTEST:

Mike Sear, Deputy City Clerk

Attached as Exhibit A: floor plans, site plan, elevations

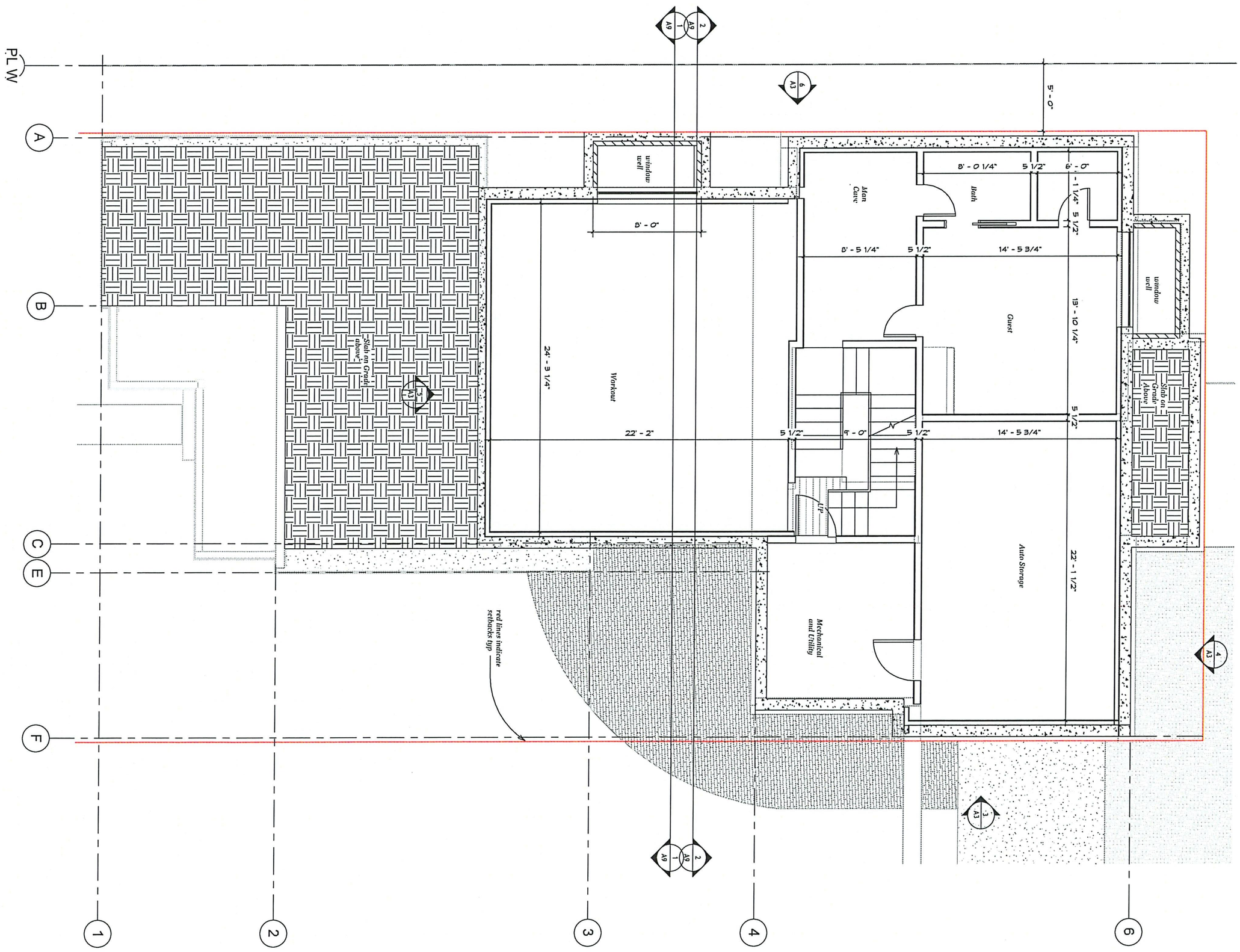


Graphic Scale
0 5 10 20
In Feet 1" = 10'

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

504 West Hallam Street

By:	Date	Revision



504 WEST HALLAM

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box 5055
edwards, colorado 81632
970.926.3822
rkd@rkdarch.com

RKD architects, inc

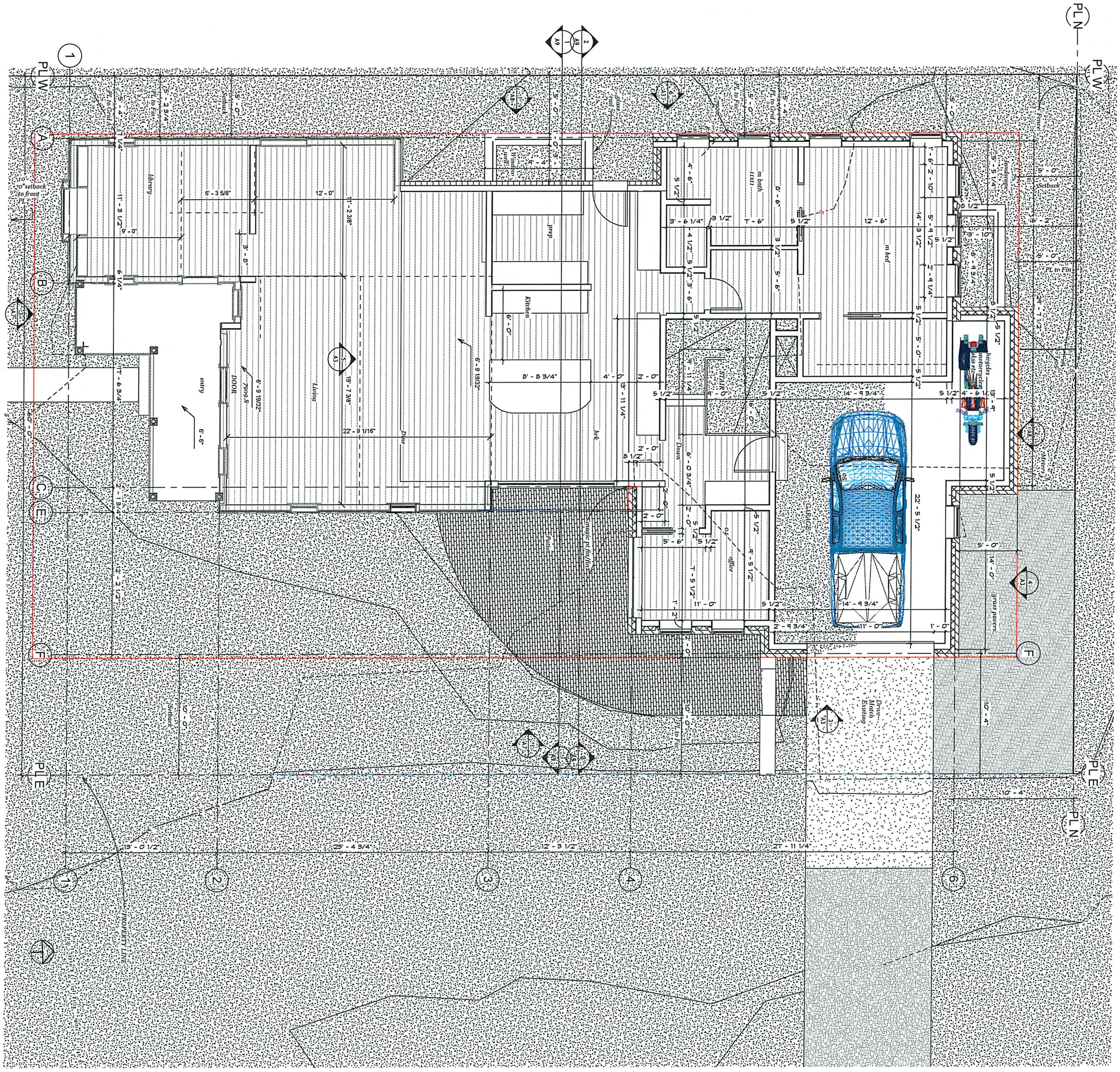
sheet title
BASEMENT PLAN

sheet number
A5

job number 23080

issue
HPC
Conceptual
rev 2.1
Revisions

date
8/28/2025



504 WEST HALLAM

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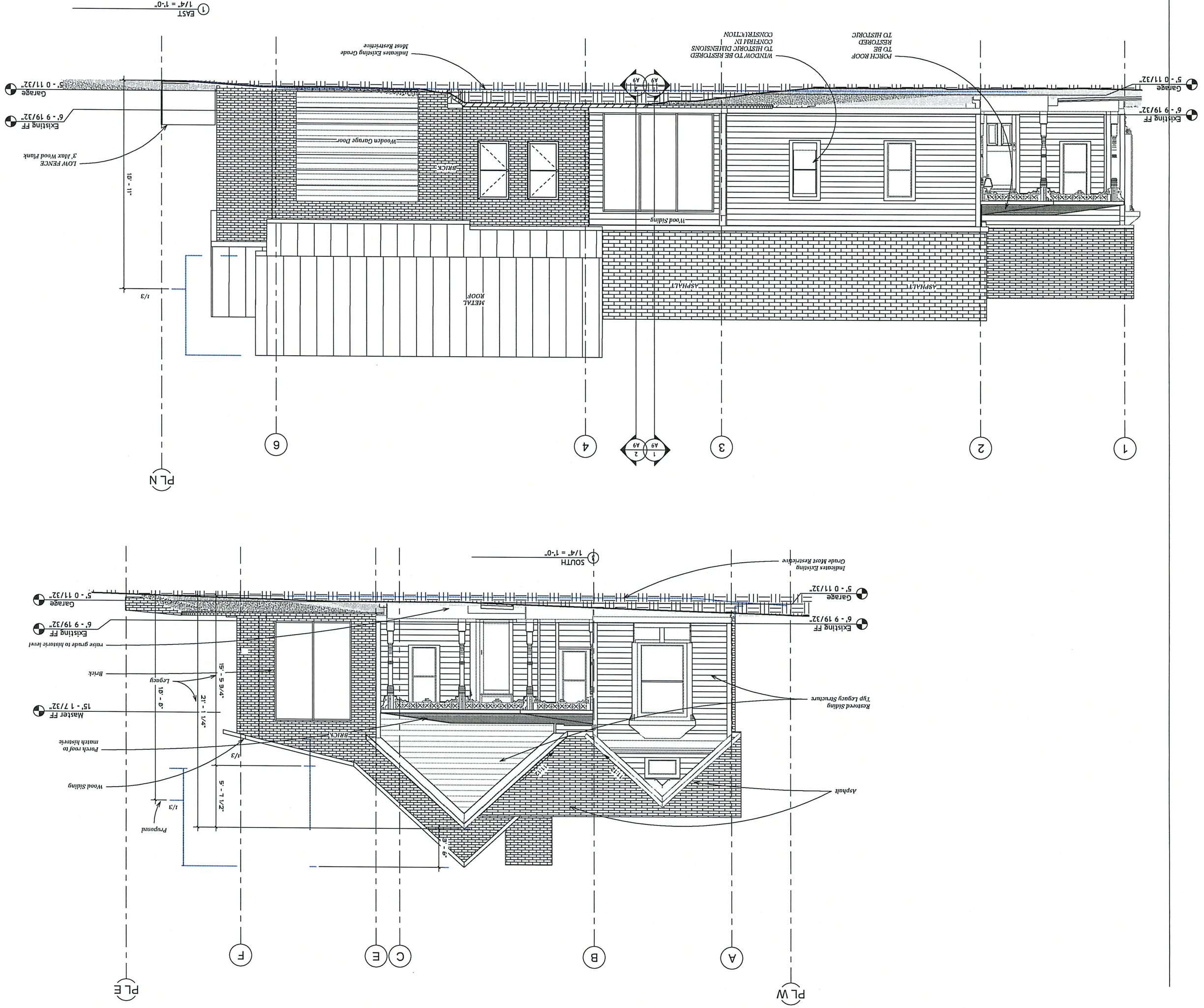
rkd@rkdarch.com

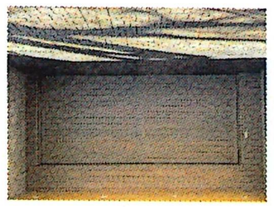
RKD architects, inc

job number 2308D

issue HPC Conceptual
date 8/28/2025
rev 2.1 Revisions

sheet title MAIN FLOOR PLAN
sheet number A6

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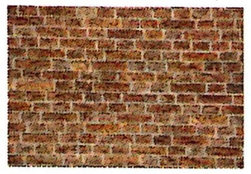
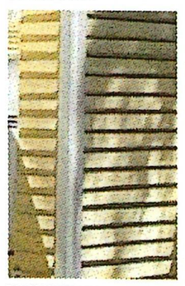

BRICK


METAL ROOF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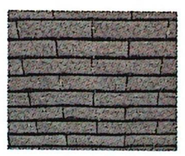
ASPHALT ROOF

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RKD architects, inc

Revisions

job number	23080	
issue	date	
HPC Conceptual rev 2.1	9/03/2025	

sheet title
ELEVATIONS
sheet number
A7

504 WEST HALLAM

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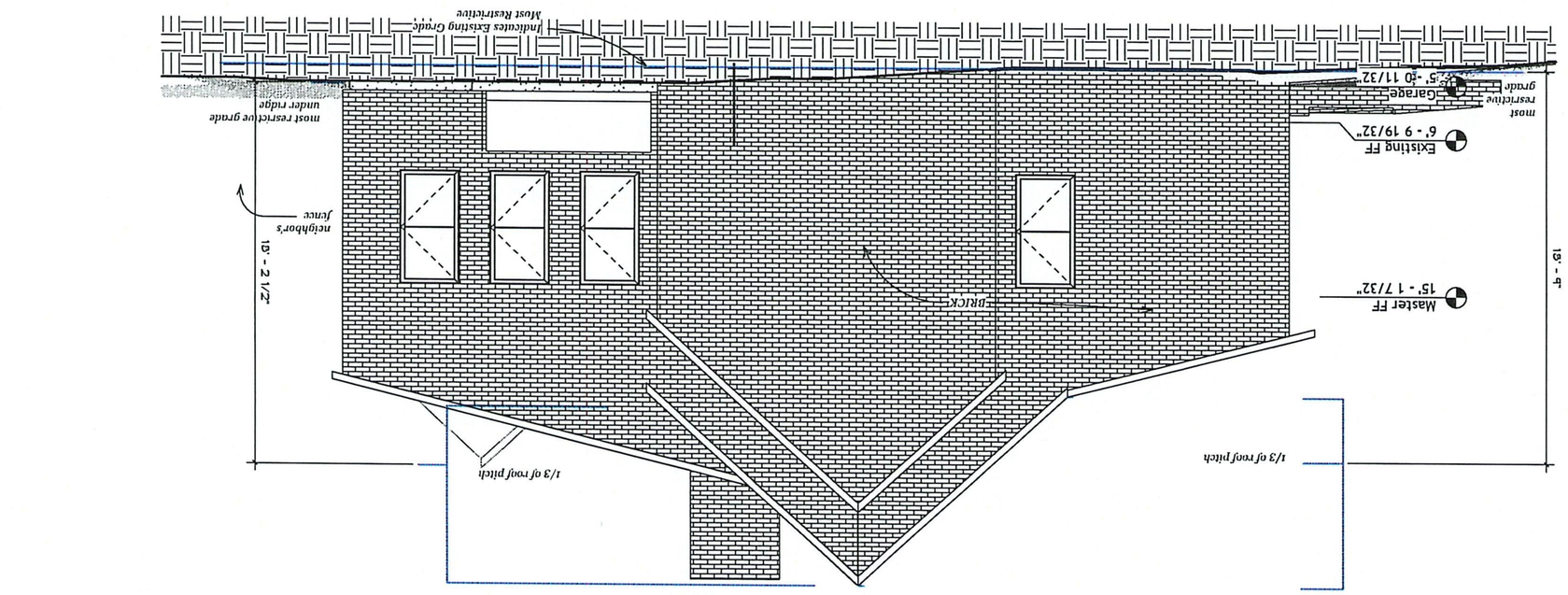
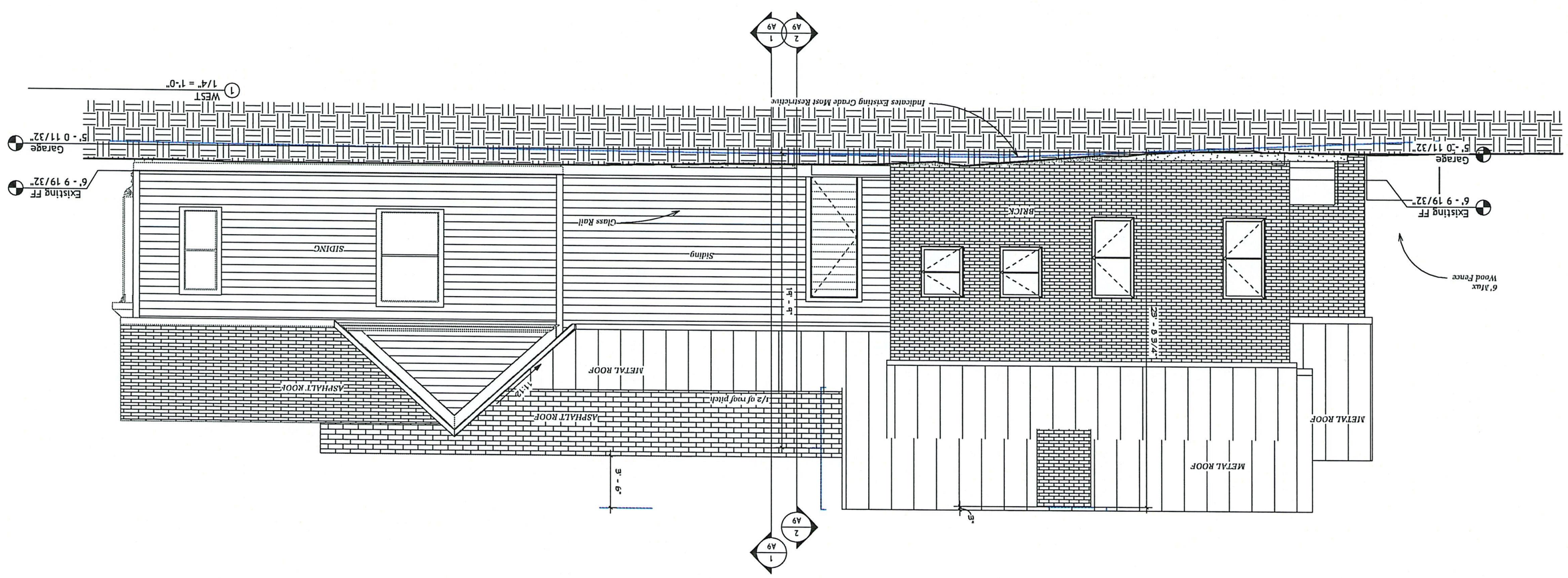
job number 23080

issue	date
HPC Conceptual rev 2.1	9/03/2025

Revisions

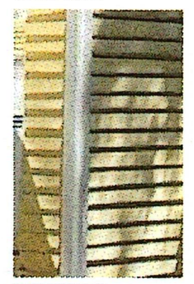


② NORTH
1/4" = 1'-0"



① WEST
1/4" = 1'-0"

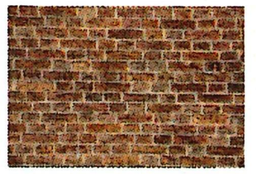
ASPHALT ROOF



WOOD SIDING



METAL ROOF



BRICK



sheet title	sheet number
ELEVATIONS	A8

Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 4:16 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Physics Center Housing

Follow Up Flag: Follow up
Flag Status: Flagged

-----Original Message-----
From: Stephen Adler <adler@ias.edu>
Sent: Tuesday, February 17, 2026 4:10 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Physics Center Housing

Dear Aspen City Council,

I am writing to strongly support the proposal for housing construction by the Aspen Center for Physics (ACP). I first came to the ACP in 1968 and have been back many summers since. It is wonderful resource for the American and World physics community, from which I have greatly benefited, as have countless others. When I first came the ACP had a substantial inventory of rental housing to make available during the summer, but that situation has changed over the years. Continuation of a robust summer program now requires the ACP, and other non-profits, to put up their own housing in adjacent land, and I hope you will give your approval to this important endeavor.

Sincerely yours,

Stephen L. Adler

Professor Emeritus, Institute for Advanced Study (Princeton)

Member US National Academy of Sciences

Jeffrey Barnhill

From: Rachael Richards
Sent: Thursday, February 26, 2026 9:37 AM
To: Jeffrey Barnhill
Subject: Fw: Comments on Institute, Music & Physics project

Public comment.

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From: Carol Auld <auldcarol@gmail.com>
Sent: Thursday, February 26, 2026 7:32:16 AM
To: City Council <council@aspen.gov>
Subject: Comments on Institute, Music & Physics project

My name is Carol Auld, and I live at 730 W. Smuggler Street in the West End.

If this project were truly designed to house full-time employees, I would strongly support it. Providing on-campus housing for full-time staff would reduce commuting trips, lessen traffic congestion, and help address workforce housing needs in a meaningful way.

Unfortunately, particularly in the case of the Physics Center proposal, this project does not meet that standard. It does not fulfill the stated need to house full-time employees, does not align with APHCA guidelines, and instead appears to function as short-term rental structures. **Short-term occupancy creates frequent turnover, increased vehicle trips, service traffic, deliveries, and noise — all of which are incompatible with a quiet residential neighborhood.**

The West End — and W. Smuggler Street specifically — cannot absorb additional unmitigated traffic. We are already experiencing congestion, cut-through driving, and safety

concerns. Adding high-turnover housing without a completed traffic mitigation plan will only worsen these conditions.

I respectfully ask that you complete the West End Traffic Study before approving this project. Responsible planning requires understanding the cumulative traffic impacts before introducing new development that will directly affect our neighborhood.

Thank you for your consideration.

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:17 PM
To: Jeffrey Barnhill
Subject: Fw: ACP Proposal

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 12:41:20 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: ACP Proposal

Last one I have to forward I hope

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Cory Garske <cory.garske@aspen.gov>
Sent: Tuesday, February 17, 2026 12:30 PM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>
Subject: FW: ACP Proposal

From: Jonathan Bagger <bagger@aps.org>
Sent: Tuesday, February 17, 2026 12:27 PM
To: Public Comment <PublicComment@aspen.gov>
Cc: Jonathan Bagger <bagger@aps.org>; acp@aspenphys.org; jfrieman@slac.stanford.edu
Subject: ACP Proposal

To the Aspen City Council:

I am writing to support the proposal of the Aspen Center for Physics, the Aspen Institute, and the Aspen Music Festival and School, to build deed-restricted housing on their campuses.

I benefitted greatly from my time at the Aspen Center for Physics; affordable housing made my visits possible. Over more than a decade, I spent time in Aspen each summer, as a participant, a General Member, and a Trustee of the Center. I remember fondly the public lecture I gave at the Wheeler Opera House. And many of my best ideas were born in on the Center's campus.

Aspen was integral to my journey in physics, and for that I am eternally grateful. By approving the proposal, you will be offering future generations the same opportunities that I enjoyed. Ensuring long-term affordability is essential to the future of the Center.

Thank you for giving me the opportunity to comment.

Jonathan Bagger



Jonathan A. Bagger
Chief Executive Officer
American Physical Society

Jeffrey Barnhill

From: Cory Garske
Sent: Tuesday, February 24, 2026 1:57 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Letter of Support for the Aspen Center for Physics

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From: Ibou Bah <Iboubah@jhu.edu>
Sent: Tuesday, February 24, 2026 1:56 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Letter of Support for the Aspen Center for Physics

Letter of Support for the Aspen Center for Physics

The Aspen Center for Physics has been integral to my scientific career since I joined the faculty at Johns Hopkins University in 2017. Since then, I have participated in four summer programs, organized two winter conferences, and, a year and a half ago, was elected a member of the center.

The Aspen Center for Physics is one of the most unique institutions in the world — and, for its size, one of the most impactful in all of theoretical physics. It is a place where scientists enjoy complete freedom to think and work, unconstrained by the pressures of their home institutions. It is a nexus where leading physicists gather to share and develop groundbreaking ideas. For a junior scientist in particular, it offers unparalleled access to the best thinkers in the field, with opportunities to exchange ideas and receive critical feedback in real time. Every time I visit Aspen, I return with a head full of new and exciting directions, several of which have led to important results in my own research program.

Recently, however, the cost of attending ACP has grown beyond what a typical scientist can afford with existing grants. At the last winter conference I organized, fewer than half of the admitted researchers were able to cover the housing costs required to attend. This is alarming, and the consequences for science are real: collaborations that would have formed will not, and ideas that would have emerged will remain undiscovered. One might argue that scientists can meet at other venues, but ACP provides an exceptionally unique environment — one that fosters truly novel thinking in a way I have not encountered at programs elsewhere.

ACP is the birthplace of string theory. More recently, it has become a place where exciting ideas at the intersection of physics and AI research are being developed. Over the decades, the center has catalyzed important results spanning the full breadth of theoretical physics. Ensuring affordable housing will provide the support necessary to sustain this tradition, continue producing transformative science, and attract the next generation of talent to the center.

Ibrahima Bah
Associate Professor
Johns Hopkins University

Department of Physics and Astronomy
Bloomberg 463
Tel: 410 516 4122

Jeffrey Barnhill

From: Rachael Richards
Sent: Thursday, February 26, 2026 1:25 PM
To: Jeffrey Barnhill
Subject: Fw: Housing Project Endorsement

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From: Lissa Ballinger <Lissa.Ballinger@aspeninstitute.org>
Sent: Monday, February 23, 2026 1:13:58 PM
To: Rachael Richards <Rachael.richards@aspen.gov>; John Doyle <John.Doyle@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; Bill Guth <Bill.Guth@aspen.gov>; Sam Rose <Sam.Rose@aspen.gov>
Subject: Housing Project Endorsement

Dear Mayor Richardson and City Council Members,

I am writing to express my strong support for the shared application of the Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics to develop deed-restricted housing. As a grateful owner of employee housing in Aspen, I understand how critical this offering is to ensuring stability for our colleagues and their ability to be active and engaged in our local community. The ongoing housing challenges we face are among the most significant and difficult problems in our community. These three nonprofits are stepping up to address this issue and create a thoughtful solution to our shared housing issues.

Every business and non-profit in Aspen is facing difficulties recruiting and retaining staff, creating an urgent need for attention and support from our local government. I believe these three non-profit organizations are demonstrating decisive leadership and proactive problem-solving in addressing their housing needs on land they own.

The proposed deed-restricted housing project would help ensure these organizations continue to offer their invaluable services.

I urge the Aspen City Council to prioritize support for these organizations and their housing initiatives. By doing so, we will invest in the future sustainability of our community.

Thank you for your consideration.

Sincerely,

Lissa Ballinger
Executive Director, the Resnick Center for Herbert Bayer Studies
The Aspen Institute

Lissa Ballinger
102 Founders Place, Unit 201
Aspen, CO 81611
Lissa.ballinger@aspeninstitute.org

970-343-9111

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 9:16 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: The APCHA governed deed-restricted housing project for the Aspen Center for Physics

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From: Gordon Baym <gbaym@illinois.edu>
Sent: Sunday, February 22, 2026 6:25 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: The APCHA governed deed-restricted housing project for the Aspen Center for Physics

To the City Council:

I write, as a homeowner on McSkimming Road for over 45 years, a long time participant at the Aspen Center for Physics, and a contributor to the cultural life of Aspen, to urge the Aspen City Council to approve the APCHA governed deed-restricted housing project for the Aspen Center for Physics, the Aspen Music Festival and School, and the Aspen Institute,

The uniqueness of Aspen depends critically on the cultural and educational foundations provided by these institutions. Their benefit to the Aspen community is immeasurable. However, their longevity in Aspen is threatened by the lack of housing for their participants, from physicists to musicians to philosophers. The years where regular participants, such as myself, could afford to become local home owners are unfortunately behind us. Furthermore, the present high costs of renting have become a prohibiting factor in maintaining critical numbers of participants.

The Council's approval of the APCHA governed deed-restricted housing project is crucial to maintaining Aspen as the paradise it is.

Thank you for your consideration,

Gordon Baym (Professor of Physics)
0571 McSkimming Rd.
Aspen

Jeffrey Barnhill

From: Rachael Richards
Sent: Wednesday, February 18, 2026 1:32 PM
To: Jeffrey Barnhill
Subject: FW: ASPEN CENTER FOR PHYSICS HOUSING PLAN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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Our Values: Stewardship | Partnership | Service | Innovation

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From: John Bennett <johnb@magpiefarm.net>
Sent: Wednesday, February 18, 2026 1:17 PM
To: City Council <council@aspen.gov>; Public Comment <publiccomment@aspen.gov>
Subject: ASPEN CENTER FOR PHYSICS HOUSING PLAN

To Mayor Rachel Richards and the Aspen City Council –

I'm writing to support the Aspen Center for Physics (ACP) housing application.

For 60+ years, ACP has helped advance humankind's understanding of our universe from its smallest aspects—particle physics—to its grandest—astrophysics. 73 ACP participating physicists have won the Nobel Prize for their scientific breakthroughs.

ACP is a core component of the Aspen Idea and an important contributor to our uniqueness. Over the years, thousands of Aspenites have attended (online or in person) ACP's free Nick and Maggie DeWolf winter talks and its Heinz Pagels summer talks. ACP's

summer community program mentors Roaring Fork Valley high school students and partners with the (HS)2 ("High School – High Scholar") program in Carbondale for minority students.

Today, ACP faces an existential threat to its survival: it is beginning to see top physicists cancel their participation in ACP conferences because they can no longer afford the cost of local rental housing. In short, Aspen's lack of affordable academic housing for visiting scientists directly threatens ACP's existence.

To address this, ACP's on-campus housing plan is aimed at shoring up the institution so it can continue contributing to both our community and our nation for decades to come. I will address the parking and transportation aspect of ACP's plan, as this topic is drawing attention.

At its heart, ACP's plan is simple: *Build housing on campus so physicists no longer need to commute there from places like Snowmass each day*. This daily commute currently creates three problems:
(1) More traffic across the West End
(2) More vehicles on Highway 82
(3) More cars parking on ACP's campus

Moving housing onto ACP's campus is a classic form of Transportation Demand Management (TDM): Reduce travel demand by housing people where they work. *By providing housing exactly where physicists need to be — while also restricting their use of cars — ACP will substantially reduce its overall need for driving and parking*.

History
— For most of the last 60 years, virtually all physicists have stayed in locations around Aspen. Recently, however, the disappearance of affordable rental housing in Aspen has forced physicists to rent housing in Snowmass Village and other areas.

— Historically, physicists staying in Aspen have bicycled, walked, or ridden transit to ACP's campus. Today, many are forced to rent cars or ride an ACP shuttle to campus. In addition, skyrocketing housing expenses have left many scientists simply unable to afford the cost of a Snowmass apartment rental.

ACP's comprehensive plan
to reduce vehicle use and parking demand:
— Eliminate all Snowmass rentals and house physicists on campus so they no longer need cars to commute

— No increase in the overall number of physicists

— No change in the number of scientific programs

— Strict enforcement of restrictions on use of ACP's permit-only parking lot

— By signed agreement, physicists are not allowed to park on neighborhood streets

— On-campus housing limited only to scientists (not rented on open market)

— An existing fleet of 150 bicycles + a new fleet of electric bicycles (including cargo bikes)

— 2 shared electric vehicles for occasional, unavoidable car trips

— Six new parking spaces (30% more than today) to ensure no overflow

— Physicist kitchens + a daily food truck on campus to reduce travel demand

— If needed, new offsite parking so physicists arriving in cars from other cities can store them while staying on campus. (Most fly in and don't need this.)

— Reducing the number of physicists using ACP's parking lot will free up extra public spaces during occasional events (i.e., free Wednesday public lectures) that create non-physicist parking demand

— The *ACP Alternative Transportation Plan*: Visiting physicists sign an agreement and receive a copy of ACP's full array of mobility options, including the Aspen Cross Town Shuttle, the Aspen Downtowner, free RFTA bus routes, ACP's shared electric and traditional bicycle fleets, ACP's two shared electric vehicles, WE-cycle info, pedestrian & bike trail maps, physicist car-pool options, and other mobility alternatives.

Taken together, these TDM measures will ensure that ACP's new housing plan *reduces* both today's need for on-campus parking and VMT (vehicle miles traveled) across the West End. This, in turn, will significantly reduce ACP's carbon emissions.

A Key Fact:
In the living memory of today's physicists, the existing parking lot has not overflowed from physicist parking.

As a group, physicists care about reducing air pollution, cutting greenhouse gas emissions, and using alternative transportation. They deeply share these Aspen community goals.

THANK YOU very much for your consideration.

Jeffrey Barnhill

From: Cory Garske
Sent: Wednesday, February 18, 2026 11:56 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing for Aspen Center for Physics

From: Ravindra N. Bhatt <ravin@princeton.edu>
Sent: Wednesday, February 18, 2026 11:51 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Housing for Aspen Center for Physics

Dear Council Members,

I write to convey my strongest support for APCHA governed deed-restricted housing project for the Aspen Center for Physics. It is critical and urgent that the Aspen City Council approve this housing project for the Aspen Center for Physics as discovery and curiosity are at the heart of the Aspen Idea and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen.

I have both contributed to, and benefitted from the existence of, the Aspen Center for Physics (ACP) for the past 49 years. The ACP has been central to providing a unique atmosphere for my ideas as a physics researcher flourish throughout these nearly five decades, first as a member of Bell Laboratories, one of US primary industrial laboratories, and then as a faculty at Princeton University. A large number of my students and postdoctoral fellows have launched successful careers in a STEM field of vital importance to the country during this long period.

I have been fortunate to have the ACP find reasonably priced housing for most of these past five decades, thanks to the efficiency of ACP staff in locating such housing on a year-by-year basis. However, in the past several years, rental prices in Aspen have risen so dramatically as to become unaffordable for most physicists. This hurts the younger researchers especially, and if ACP were to lose participation by these budding future stars, it would be a tremendous disservice to the US leadership in science that has existed ever since ACP was established, over sixty years ago. I am entering the final stage of my professional career; my plea is therefore for the succeeding generations, not for myself.

I therefore urge the Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

Sincerely,

Ravin Bhatt
Professor

CHRIST CHURCH
LET YOUR LIGHT SHINE

February 18, 2026

To the Aspen City Council,

As a priest in this valley, I have watched with both gratitude and concern as the question of housing has become one of the defining challenges of our time. It affects not only the most vulnerable among us, but also the teachers, artists, scientists, and staff who enrich our shared life and help Aspen remain a place of learning, creativity, and human connection.

For that reason, I want to express my strong support for the partnership between the Aspen Institute, the Aspen Music Festival and School, and the Aspen Center for Physics as they work together to build deed-restricted housing on land they already steward. Their collaboration is a hopeful sign—an example of respected institutions choosing cooperation over competition and choosing long-term community well-being over short-term convenience.

We all know that affordable and attainable housing is becoming scarce, not only in Aspen but throughout the Roaring Fork Valley. New employees, visiting scholars, and scientists on residency often struggle to find a place to live at a reasonable cost. This project offers a thoughtful and sustainable response to that reality.

I am especially grateful for the way these nonprofits have engaged the community—with transparency, humility, and openness. Through their website, newsletters, open houses, surveys, and personal conversations, they have invited feedback and made space for genuine dialogue. That kind of listening is a form of service in itself.

The truth is simple: Aspen needs this. These organizations need this. And our community will be stronger, more vibrant, and more faithful to its values when we make room—literally—for the staff, interns, musicians, and physicists who help our beloved nonprofits thrive. Welcoming them is not only practical; it is an expression of the hospitality and generosity that define the very best of who we are.

Sincerely,

The Rev. Dr. William B. Lupfer
/lhb
cc:

Jeffrey Barnhill

From: Cory Garske
Sent: Wednesday, February 18, 2026 10:24 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Letter in support for Public Comment
Attachments: Letter for Aspen Center for Physics-2.doc

From: Leslie Boyer <leslie@christchurchaspen.org>
Sent: Wednesday, February 18, 2026 10:14 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Letter in support for Public Comment

Please find attached our letter in support of the Housing Development for the Aspen Center for Physics, Aspen Institute and the Aspen Music Festival.

Thank you!
--
I'm sorry if I have missed you. My regular office hours are 9am - early afternoon, Tuesday, Wednesday and Thursday.

Thank you,

Leslie Boyer

Parish Administrator

970-925-3278 | leslie@christchurchaspen.org

Christ Episcopal Church

536 W. North Street

Aspen, CO 81611-1253

www.christchurchaspen.org

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 9:17 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing the Aspen Idea

From: Jennifer Cano <jennifer.cano@stonybrook.edu>
Sent: Sunday, February 22, 2026 8:25 PM
To: Public Comment <PublicComment@aspen.gov>
Cc: acp@aspenphys.org
Subject: Housing the Aspen Idea

Dear Aspen City Council,

It is essential that the Aspen City Council approve the APCHA governed deed-restricted housing project for the Aspen Center for Physics. Discovery and curiosity are at the heart of the Aspen Idea. Housing for scientists — such as myself — will keep this idea alive, reduce commuting traffic, and contribute to the cultural richness that defines Aspen.

My visits to the Aspen Center for Physics have significantly strengthened my research by providing sustained time for deep focus and close interaction with world-leading scientists. The Center's uniquely collaborative and intellectually vibrant environment has sharpened my ideas, fostered new collaborations, and directly led to meaningful discoveries that would have been unlikely to emerge in isolation.

In return, I have sought to give back to the Aspen community in meaningful ways. I delivered a public lecture last summer to share the excitement of fundamental physics with a broader audience, contributing to the town's culture of ideas. I support the local economy by dining at Aspen restaurants and shopping at the Aspen Farmers Market. I am also an avid and respectful user of Aspen's trail system and deeply value to region's natural space.

All three nonprofits involved are quintessential in making Aspen Aspen. All three nonprofits offer a significant amount of free and affordable programming that contribute to scientific, artistic, and civic growth — embodying the values that draw people from around the world to visit and live in Aspen. And in the last decade, all three of these nonprofits have faced significant housing challenges that will severely impact their long-term stability.

I urge Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

Sincerely,

--
Jennifer Cano

Associate Professor
Department of Physics and Astronomy
Stony Brook University
https://url.avanan.click/v2/r01/___https://you.stonybrook.edu/jcano/___.YXAzOmNpdHlvZmFzcGVuOmE6bzowM2RiZWFmOTljNTk2ZmYxMDdmNzc1MTg3MWY5NGFmMzo3OmE0OTk6ZmUyNGM5MmQ5Njc2YTg4NGE3ZTI5OTUzNGRmZGQxNGJlMWUyOTcwODI3Y2ZiY2MxZWE1NjA0NzI0NWY5NjE0Yzp0OkY6Tg

Visiting Scholar
Center for Computational Quantum Physics
Flatiron Institute

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:10 AM
To: Jeffrey Barnhill
Subject: Fw: Photo of one of many deliveries to the Physics Institute

Same

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From: Gloria CHRISTAL <gloriachristal@mac.com>
Sent: Thursday, February 19, 2026 9:35 PM
To: City Council <council@aspen.gov>; Public Comment <publiccomment@aspen.gov>; rachel.richards@aspen.gov <rachel.richards@aspen.gov>; John Doyle <john.doyle@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Sam Rose <sam.rose@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; aspenwestendcommunity@gmail.com <aspenwestendcommunity@gmail.com>
Subject: Photo of one of many deliveries to the Physics Institute



After learning of another meeting today on poverty-stricken physicists and their families requiring cheap vacations, I thought I'd just go outside and see if I could find something to photograph, to show why the Institutes are making a bad decision for Aspen. Easy enough. Rather quickly, a massive semi-truck spent ten minutes trying to figure out where and how to park. As you can see, the counsel's signs are to the right of the photo. Only one car could pass until the truck moved. Two trucks can't pass each other on the corner of 6th and Gillespie as it is right now. I find it ironic that these institutions think they can fool the public, that building so-called "affordable housing" for hundreds of indigent physicists (kidding… maybe), would reduce traffic! Since this notion is so fantastical, I'm inclined to believe there may be a member or two or three on Aspen's City Council that may be on the take. It's the only thing that makes any sense.

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 9:59 AM
To: Jeffrey Barnhill
Subject: Fw: Housing Proposal West End Letter to Council

This one already went to council BUT not You/com dev for the record

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From: colleen collins <colleencollinsburrows@gmail.com>
Sent: Monday, February 23, 2026 9:57 AM
To: City Council <council@aspen.gov>
Subject: Housing Proposal West End Letter to Council

Please distribute prior to mtg.

To: Aspen City Council Members and Planning Staff

From: Colleen Collins
531 Gillespie St.

Thank you for your thoughtful consideration to the impacts of the west end neighborhood in regards to this proposal.

Parking and Access Points-
As you've seen and experienced, the west end has had to absorb most of the impacts from non profits' increasing their facilities over the years —All three 'non profits' have built out- The Physics Center Building at the corner of 6th and Gillespie, Harris Hall, Herbert Beyer Museum, Doer Hosier, and numerous Event Party Tents that stay up all summer.
While the groups have all added some positive amenities and events to our community, they have also added greater impacts to the surrounding residential neighborhoods.

Not one time have traffic and parking impacts been thoroughly and logically addressed then mitigated within the campus with each new building, event.
Rather, a blind eye is turned. Parking, and traffic overflows into the neighborhood have been ugly and impactive- our needs and requests overlooked. As numbers and attendance to events have grown, open space has shrunk, mature trees taken out, parking enforcement ignored.
The streets surrounding have been used regularly as overflow and 'preferred' parking, all out in the residential west end.
This needs to be addressed.

The MAA portion for new housing off Gillespie is literally being sited on a used and much needed MAA parking lot and a current access point closed. How ironic.

Currently, a gate has been installed on Third and Gillespie to close off access to this area. Why? This access point is needed! It's a flow point and should remain one with the new housing.
Why is the plan closing one flow point on this corner?

Each access point into the campus areas should take an equitable piece of the traffic flow in and out.
3rd St currently has two, three if you include parking behind the tent at Paepcke.
4th street was an access point that got closed years back. It too should accommodate in/out access as well, without disturbing the walk bike tree path experience.
We need to stop closing access points. Share the load.
5th street has been overloaded and should not take all the cars - which is the farthest point, along with 6th, from Core.

The proposed MAA housing site cars would best function in AND out off of third using both current access points and not get caught up with events flow. Keep these cars/residents separated from events. All points should share the load. Currently 5th St is designated to take the buses, shuttles one way and all cars in and out. This is not right. There needs to be an equitable, logical, smooth, shared flow plan.

GILLESPIE STREET Impacts, and Improvements-
Impacts to Gillespie street have hardly been discussed. There should not be any parking or staging of buses, shuttles, car services etc.- ever on Gillespie St.
To discourage street parking in the residential areas, make Gillespie and connecting streets 3rd, 4th 5th, 6th 'no parking' unless resident permitted.
Gillespie street should NOT absorb ANY mitigation or parking/staging. All of the circus needs to be contained within the campus, parking lots.
Underground if necessary.

Gillespie Landscape Plan-
There is no real plan identified for landscape and berm on North side Gillespie Street 5th to 4th, towards parking lot. A 10 ft set back is not enough before parked cars. There ought to also be a 10-12 ft generous setback with sidewalk, landscape, berm, water, trees, an area that screens the parking lots and chaos from neighbors on Gillespie Street south side and dresses up the Campus border, entrance.
Please look at the screen, landscape and tree area in front of Herbert Beyer Center on Gillespie. They created distance from Gillespie with sidewalk, landscape and trees.

Currently, the mature cottonwoods all along Gillespie fence line 4th to 5th and at entrance on 5th have been cut off from their water source, the native ditch, which previously ran for decades feeding these trees and has now been needlessly diverted. The trees along Gillespie are being left to wither and die. These trees are stressed and there is available ditch water right there!!

****Please require these water ways be put back and incorporated into a substantial landscape plan on Gillespie St.** *Our water ways and trees are what make this neighborhood so wonderful.*

Currently, the tiny, sad 'green' strip along the Gillespie MAA fence line has been neglected, water off. It is the most unattractive un-welcoming area to the campus.
Even the current affordable housing drawing bet 3rd and 4th has landscape and setbacks drawn in but nothing from 4th to 5th.
The 4th Street walk/ped path is great to leave as is. Make room on the left or right side of it for shuttles, or one way cars.

We don’t have to reinvent the wheel and take away trees, paths and open space that has been there for decades. All for housing? Really? Together they ALL are a quality of life issue. Let’s keep the green we have.

As part of the approval for the MAA portion of housing, please make the applicant and Design Workshop provide Council a detailed, outstanding! and plentiful landscape screen/buffer ALL along Gillespie St. that they must fulfill.
(This was supposed to be part of the hard top Benedict Tent approval and the Harris Hall approval. It was never completed. It’s been left undone, and again ignored.
No more, please.)

I am asking the Council to insure that the non profits take care of their parking problems on campus and to be good neighbors to those nearby, and to be good stewards of the land. Less disruption, lower impact, in scale, beauty.
This is the Aspen Idea.

Thank you for this consideration, your time and your service to this community.

Colleen Collins

Sent from my iPhone

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:16 PM
To: Jeffrey Barnhill
Subject: Fw: Supporting the joint land use proposal of the Physics Center, Aspen Institute and Music Festival

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 10:13:21 AM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Supporting the joint land use proposal of the Physics Center, Aspen Institute and Music Festival

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Cory Garske <cory.garske@aspen.gov>
Sent: Tuesday, February 17, 2026 9:04 AM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>
Subject: FW: Supporting the joint land use proposal of the Physics Center, Aspen Institute and Music Festival

---

From: Csaba Csaki <ccsaki@gmail.com>
Sent: Monday, February 16, 2026 8:08 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Supporting the joint land use proposal of the Physics Center, Aspen Institute and Music Festival

Dear Members of the Aspen City Council,

I would like to express my strong support for the land use proposal of the three centers in Aspen. I am a physicist who has been visiting the Aspen Center for Physics on a regular basis since 1998, and these visits have been crucial for my physics career. A large fraction of my projects have originated in Aspen, and there is no comparable place to the center anywhere in the world. If the housing project doesn't come to fruition there is a very realistic chance that the center won't be able to survive in the long run. Besides the participating physicists the center also benefits the City of Aspen. We are working very hard to present an outstanding public lecture series every summer and winter, which is very well attended and these type of events are what distinguish Aspen from generic towns like Vail or Eagle. Also the physicists are very responsible temporary residents of Aspen - most of us are biking, keeping the center and the apartments we stay in in good shape, and very much appreciate the opportunity to visit Aspen on a regular basis. I really hope that we will be able to keep returning to Aspen - it is very largely dependent on your decision on this matter.

With best regards:

Csaba Csaki
Professor of Physics at Cornell
Trustee and general member at the ACP

--

****
Csaba Csaki
469 Physical Sciences Building
Cornell University
Ithaca, NY 14853
ccsaki@gmail.com
(1)-607-254-8935
****

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:12 AM
To: Jeffrey Barnhill
Subject: Fw: Aspen City Council Letter for Feb. 24 Hearing

Same

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From: Jim Curtis <jcurtis@sopris.net>
Sent: Thursday, February 19, 2026 9:36:22 AM
To: Rachael Richards <Rachael.richards@aspen.gov>
Subject: Fwd: Aspen City Council Letter for Feb. 24 Hearing

Rachael- email below bounced back, I left out the "a" in your first name. Sorry !!! Good Luck with the hearing on the 24th. Hope all is well & all is Good Here. Take Care !!!

Begin forwarded message:

From: Jim Curtis <jcurtis@sopris.net>
Subject: Aspen City Council Letter for Feb. 24 Hearing
Date: February 18, 2026 at 9:32:16 AM MST
To: Rachel Richards <Rachel.Richards@aspen.gov>, John Doyle <John.Doyle@aspen.gov>, Christine Benedetti <Christine.Benedettie@aspen.gov>, Bill Guth <Bill.Guth@aspen.gov>, Sam Rose <Sam.Rose@aspen.gov>
Cc: Ben Anderson <Ben.Anderson@aspen.gov>, Daniel Folke <Daniel.Folke@aspen.gov>, Jessica Garrow <jgarrow@designworkshop.com>, Richard Stettner <richard.stettner@aspeninstitute.org>

To Aspen City Council,

Please consider this letter at your Feb. 24 Hearing on the Aspen Institute, Aspen Music Festival & School and Aspen Center for Physics affordable housing proposals. Thank You.

I whole-heartedly support the Aspen Institute affordable housing proposal as well as the Aspen Music Festival & School and Aspen Center for Physics proposals. The three non-profits are a major reason why Aspen is special, and as we all know, it is becoming harder and harder for the non-profits to operate given the difficuly and cost involved in finding housing for their staff and employees. Providing on-site housing will significantly benefit the non-profits and their long-term future in the community, and equally benefit the employees to provide welcoming guest services and take advantage of the special character of Aspen. My comments are based on my good fortune of working with the Aspen Institute in their various construction and renovation projects from 2004 -2024 and then for family reasons having to relocate to Denver in 2025. During this 20 year period, I saw the

yearly challenges the Aspen Institute faced in getting quality staff and employees and every year seemed to get harder and harder.

I urge City Council to support and approve the housing proposals and I commend the three non-profits for stepping forward with these proposals.

Respectfully,
Jim Curtis

Jeffrey Barnhill

From: Daniel Folke
Sent: Wednesday, February 18, 2026 10:31 AM
To: Jeffrey Barnhill
Cc: Ben Anderson
Subject: FW: Aspen City Council Letter for Feb. 24 Hearing

Public comment for the record.

Daniel Folke
Planning Director
City of Aspen
C:970-404-9200

-----Original Message-----
From: Jim Curtis <jcurtis@sopris.net>
Sent: Wednesday, February 18, 2026 9:32 AM
To: Rachel Richards <Rachel.Richards@aspen.gov>; John Doyle <John.Doyle@aspen.gov>; Christine Benedetti <Christine.Benedettie@aspen.gov>; Bill Guth <Bill.Guth@aspen.gov>; Sam Rose <Sam.Rose@aspen.gov>
Cc: Ben Anderson <Ben.Anderson@aspen.gov>; Daniel Folke <Daniel.Folke@aspen.gov>; Jessica Garrow <jgarrow@designworkshop.com>; Richard Stettner <richard.stettner@aspeninstitute.org>
Subject: Aspen City Council Letter for Feb. 24 Hearing

To Aspen City Council,

Please consider this letter at your Feb. 24 Hearing on the Aspen Institute, Aspen Music Festival & School and Aspen Center for Physics affordable housing proposals. Thank You.

I whole-heartedly support the Aspen Institute affordable housing proposal as well as the Aspen Music Festival & School and Aspen Center for Physics proposals. The three non-profits are a major reason why Aspen is special, and as we all know, it is becoming harder and harder for the non-profits to operate given the difficuly and cost involved in finding housing for their staff and employees. Providing on-site housing will significantly benefit the non-profits and their long-term future in the community, and equally benefit the employees to provide welcoming guest services and take advantage of the special character of Aspen. My comments are based on my good fortune of working with the Aspen Institute in their various construction and renovation projects from 2004 -2024 and then for family reasons having to relocate to Denver in 2025. During this 20 year period, I saw the yearly challenges the Aspen Institute faced in getting quality staff and employees and every year seemed to get harder and harder.

I urge City Council to support and approve the housing proposals and I commend the three non-profits for stepping forward with these proposals.

Respectfully,
Jim Curtis

FERGUSON SCHINDLER LAW FIRM

RYAN J. DOUGHERTY
ryan@fsaspenlaw.com

February 24, 2026

***VIA* E-MAIL**
Nicole Henning – City Clerk
427 Rio Grande Place
Aspen, CO 81611
Nicole.henning@aspen.gov

RE: *4th Street Pedestrian Preservation Coalition – LPA-24-104 – Proposed Relocation of AMFS Parking Lot Entrance to N. 4th Street*

Dear Mayor and Members of Council:

This firm represents Residents for 4th Street Pedestrian Preservation ("4th Street Coalition"), a Colorado Nonprofit Corporation. The 4th Street Coalition consists of at least five residential property owners on N. 4th Street, each of which will be substantially impacted by the pending Aspen Meadows Land Use Application submitted by the Aspen Institute ("Institute"), Aspen Music Festival and School ("AMFS"), and Aspen Center for Physics ("Physics", collectively "Applicants") on September 13, 2024, which was given Application No. LPA-24-104 ("Application").

On October 15, 2025, the 4th Street Coalition submitted a comprehensive objection letter addressing multiple deficiencies in the Application. This supplemental letter is submitted for inclusion in the Council record and further addresses a single issue: the proposed relocation of the AMFS primary vehicular entrance from N. 3rd Street to N. 4th Street. Please promptly distribute this written correspondence to the Mayor and City Council members and to appropriate City staff.

Recent actions taken by the City, combined with the physical conditions of N. 4th Street as demonstrated by the attached exhibit, warrant careful scrutiny of this circulation change before Council makes the findings required under Aspen Municipal Code § 26.445.050.

I. The Proposed Reconfiguration is a Material Change in Circulation

As currently constructed, the AMFS parking lot has two accesses from N. 3rd Street, and an exit to N. 5th Street. For decades, AMFS visitors accessed the parking lot from N. 3rd Street, and exited to N. 5 Street. N. 3rd Street and N. 5th Street have been built out to accommodate those traffic flows. They are wide thoroughfares complete with curbs, drainage, and other important infrastructure to facilitate heavy vehicular traffic.

AMFS proposes to reconfigure its parking lot to remove an existing access off N. 3rd Street and construct a new access and curb cut directly across from 4th Street—making 4th Street, as it currently exists—the primary access to the AMFS parking lot. I have included AMFS's Updated Site Plan Map below for reference.

AMFS Updated Site Plan



As proposed, bus traffic will enter the AMFS parking lot from N. 3rd Street, and all other vehicular traffic will enter from either N. 5th Street or N. 4th Street. The N. 4th Street access is directly in line with and a continuation of 4th Street.[1] AMFS's newly proposed parking lot entrance significantly impacts pedestrian, bicycle and transit facilities and it has not been addressed with corridor-specific operational analysis.

II. Council's Required Findings Must be supported by the Information Before it.

This Application seeks approval of a Major Planned Development Amendment. Under Aspen Municipal Code § 26.445.050, Council is not simply voting on a policy preference — it must make specific findings regarding compatibility, safe access and circulation, adequacy of public infrastructure, and protection of pedestrian and bicycle facilities.

Those findings must be grounded in the information contained in the administrative record.

The issue is not simply whether overall trip generation increases. The issue is whether relocating a primary entrance to this specific location promotes safe and efficient multimodal circulation given the physical conditions of N. 4th Street.

[1] Conveniently, the orientation and location of AMFS's new parking lot entrance juxtaposed to N. 4th Street is conveniently absent from the entire Application.

The relocation of AMFS's primary entrance from 3rd Street to 4th Street is not a minor design adjustment. It is a structural change in how traffic enters and exits the campus. For decades, ingress occurred from 3rd Street and egress from 5th Street — both of which are built to accommodate heavier vehicular traffic volumes. The proposed configuration would shift a meaningful portion of that traffic directly across from a narrow residential corridor that functions today as a constrained, shared pedestrian and bicycle space.

Following the First Reading, the Applicants submitted a supplemental access analysis prepared by Jacobs Engineering, (the "Jacobs Memo"). To summarize, the Jacobs Memo evaluates: (1) five years of accident data (2021-2025); (2) historical pedestrian volumes using 2019 streetlight data; (3) average vehicle volumes and 85th percentile speeds; and (4) parking utilization during two high-attendance events. The Jacobs Memo concludes that relocating the access from 3rd Street to 4th Street is unlikely to significantly increase accident frequency.

The Jacobs Memo, however, is primarily retrospective. It evaluates historical crash frequency and generalized volume patterns. It <u>does not</u> include:

1. A corridor-level capacity analysis for N. 4th Street;
2. Peak-hour turning movement counts at the proposed entrance;
3. An analysis for inbound vehicles during events;
4. Multimodal conflict modeling at the precise alignment of the new entrance; or
5. Emergency ingress/egress or event-surge analysis.

Historical crash frequency does not substitute for operational analysis of how the new access will function within a constrained corridor during peak conditions.

Where a circulation change materially alters site conditions, the record must contain sufficient operational analysis to support an affirmative finding that safe and convenient access will be maintained. The current Application, including the Jacobs Memo, does not contain any corridor-specific analysis.

III. <u>The Recently Adopted September 2025 TIA Guidelines Reflect Recognized Deficiencies in Prior Review Standards.</u>

The Application was submitted prior to the City's recent adoption of the September 2025 Transportation Impact Analysis Guidelines ("TIA Guidelines"). Technically speaking, the prior version of the TIA Guidelines governed at the time of submittal. We are not asking the Council to retroactively apply the new TIA Guidelines.

However, it is important to recognize what the adoption of the September 2025 TIA Guidelines represents. Council made a legislative determination that the City's previous traffic review framework required revisions and refinements — particularly with respect to multimodal safety, corridor-level impacts, and the identification of "significant impacts" when traffic is introduced into constrained facilities.

The revised Guidelines establish tiered levels of review, expanded study areas, and enhanced evaluation of pedestrian and bicycle conflicts. They reflect a policy judgment that certain types of circulation changes require more than a simple trip count. That context matters here.

The relocation of AMFS's primary vehicular entrance from N. 3rd Street to N. 4th Street is not merely a question of how many additional trips the campus generates. This redistribution of traffic into a constrained residential corridor that functions as a shared pedestrian and bicycle environment. That type of redistribution is precisely the kind of circumstance the revised TIA Guidelines were designed to scrutinize more carefully.

Even if the earlier technical thresholds technically apply, Council still retains its independent obligation under § 26.445.050 to ensure that findings regarding safe and convenient access are adequately informed. The fact that Council has now adopted a more robust analytical framework underscores that traffic and multimodal conflicts require careful, corridor-specific evaluation — particularly where a primary access point is being relocated.

In other words, Council has recently determined that greater scrutiny is appropriate for materially altered circulation patterns. It would be difficult to reconcile that determination with approval of a significant access relocation based solely on a Level 1 trip generation analysis that does not meaningfully evaluate corridor capacity, pedestrian conflict points, or right-of-way constraints specific to N. 4th Street.

The 4th Street Coalition respectfully submits that, at a minimum, Council should apply the same level of care and scrutiny to this decision that it has deemed appropriate for similarly situated projects going forward. The integrity of the review process depends on it.

IV. Council has Authorized a West End Congestion Study Covering the West End this Spring.

As every West End inhabitant knows, the West End is already a traffic congestion nightmare. In December 2025, Council approved approximately $397,000 for a comprehensive West End traffic congestion study. That action reflects Council's recognition that traffic conditions in the West End warrant corridor-level evaluation.

Approving a material redistribution of traffic into that same corridor prior to completion of the broader study risks making a project-level determination in advance of a system-wide findings that Council has already deemed necessary. Granting this traffic change is premature. At a minimum, this supports deferral of the N. 4th Street access component pending additional corridor-specific analysis.

V. 4th Street's Physical Constraints are Incompatible with Primary Vehicular Access.

The 4th Street Coalition has prepared demonstratives documenting the existing physical conditions of N. 4th Street. They are attached here as **Exhibit "1"**.

These materials show:

1. Flashing crosswalks serving inbound and outbound bus stops at Main Street and N. 4th Street, creating high pedestrian concentration at the corridor entrance. (Ex. 1 - Slides 1 -2);
2. A narrow roadway with existing pedestrian bicycle land use extending from Main Street to Gillespie Avenue. (Slide 3);
3. Measured roadway widths as narrow as approximately 17-18 feet in certain segments (Slide 7), with no curb separation or detached sidewalks;
4. Existing driveways requiring residents to back into the constrained travel lane; and
5. The proposed relocation aligning the new entrance directly across from this constrained corridor (Slide 5).

N. 4th Street, as compared with N. 3rd and N. 5th Street, does not function as a primary vehicular thoroughfare. It functions as a narrow residential corridor with substantial pedestrian and bicycle use. N. 3rd and N. 5th Street are over twice the size in width. This cannot go ignored, and historical traffic patterns must be maintained.

The Application does not contain analysis demonstrating that introducing primary vehicular ingress at this location would not:

- Disrupt existing pedestrian facilities;
- Create multimodal conflicts;
- Degrade safety concerns; or
- Exceed the physical capacity of the constrained right-of-way.

Absent such analysis, Absent such analysis, the required findings under § 26.445.050 cannot be supported by the record.

VI. Feasible Alternatives Exist and are being Overlooked

The 4th Street Coalition demonstratives also depict a feasible alternative configuration maintaining ingress and egress on N. 3rd Street and N. 5th Street while eliminating the 4th Street entrance. Ex. 1 Slide 6. This alternative preserves longstanding circulation patterns, avoids redirecting traffic, and allows the housing component of the Application to proceed.

Additionally, as proposed in the October 15, 2025 letter, it illustrates a more efficient and logical bus lane and drop off to the north AMFS parking lot. These traffic patterns simply make sense. Conversely, relocating the entrance to N. 4th Street does not.

VII. 4th Street Coalition's Requests

In light of the Council's obligation to make findings supported by the Application establishing that review standards have been met; the limited scope of the Jacob's Memo, the City's adoption of the enhanced TIA Guidelines; Council's authorization of a comprehensive West End traffic congestion study, the 4th Street Coalition respectfully requests that Council:

1. Remove the AMFS parking lot 4th Street entrance; and
2. Move bus and shuttle routes to AMFS north parking lot.

OR, alternatively,

3. Require ingress and egress to the AMFS parking lot to remain on N. 3rd Street and N. 5th Street as historically configured;
4. Defer approval of the 4th Street entrance pending completion of the West End Congestion study and supplemental corridor-level analysis; or
5. Condition approval on enhanced traffic analysis specific to N. 4th Street consistent with Council's new adopted TIA Guidelines.

The 4th Street Coalition submits this supplemental objection to ensure that record reflects the physical, legal, and procedural concerns associated with the proposed entrance relocation.

Please feel free to reach out to me to discuss the issues raised in this letter. You can reach me by email, or at (970) 925-6288.

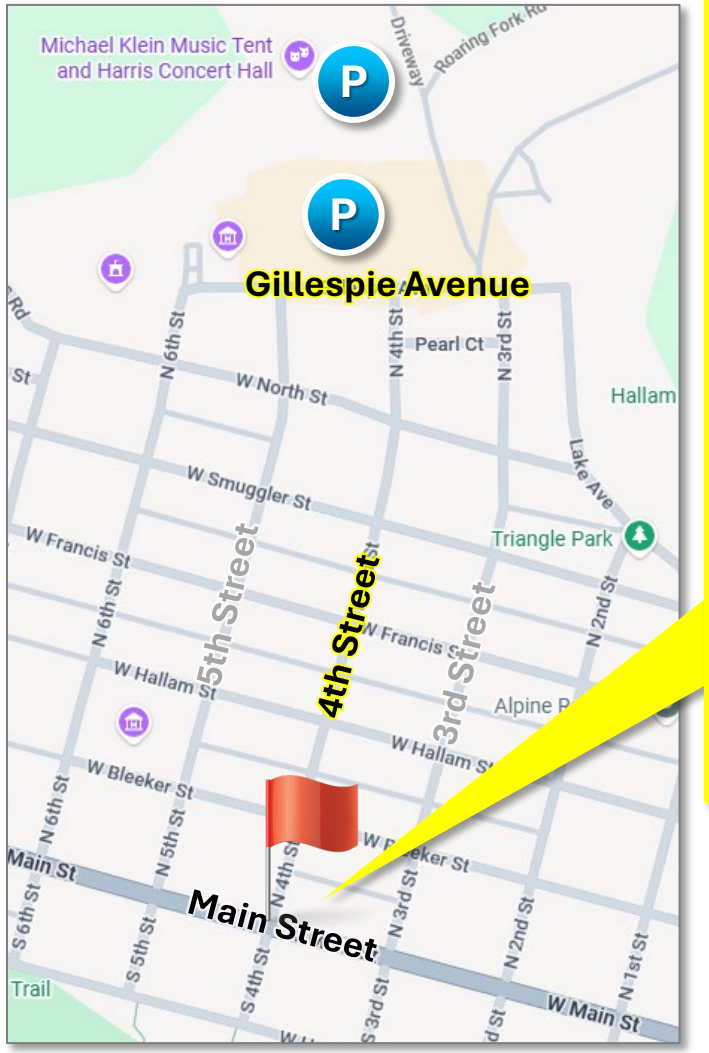
Very truly yours,



Ryan J. Dougherty

Cc: Matthew C. Ferguson, Esq. (v*ia* e-mail)
Jeffrey Barnhill (*via* e-mail)
Katharine Johnson, Esq. (*via* e-mail)
Tracy Terry (*via* e-mail).

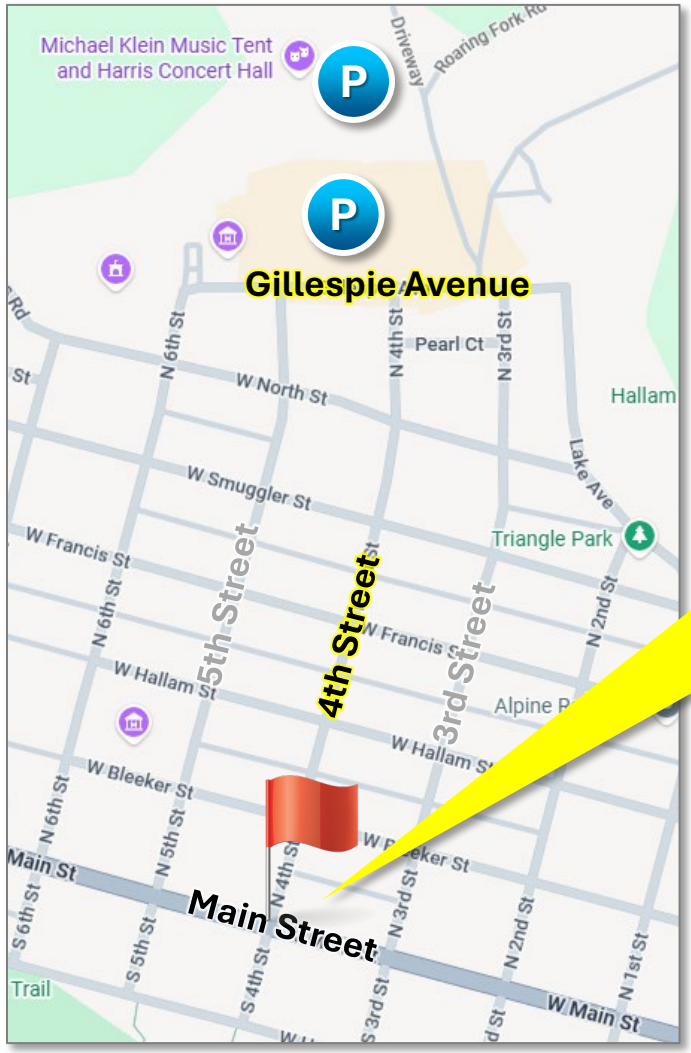
Intersection of 4th Street and Main Street





- Flashing Crosswalks servicing Inbound and Outbound Bus Stops.
- 4th St. is **Extremely Narrow** and Has **Significant Pedestrian/ Biking Use** from Main St. to the Parking Lot on Gillespie St.

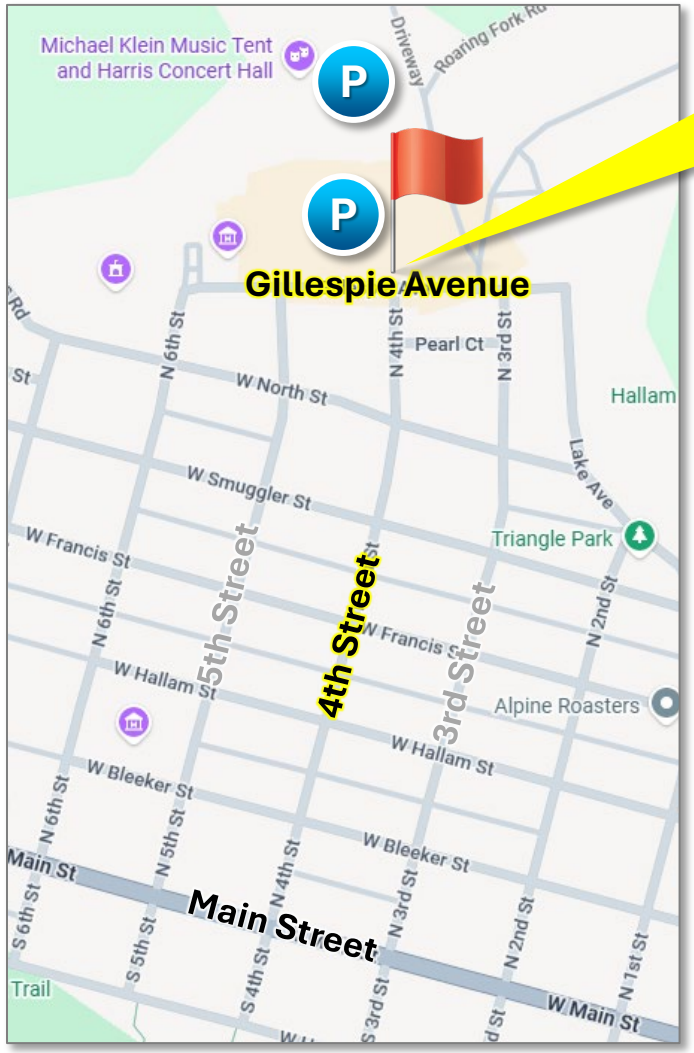
Intersection of 4th Street and Main Street

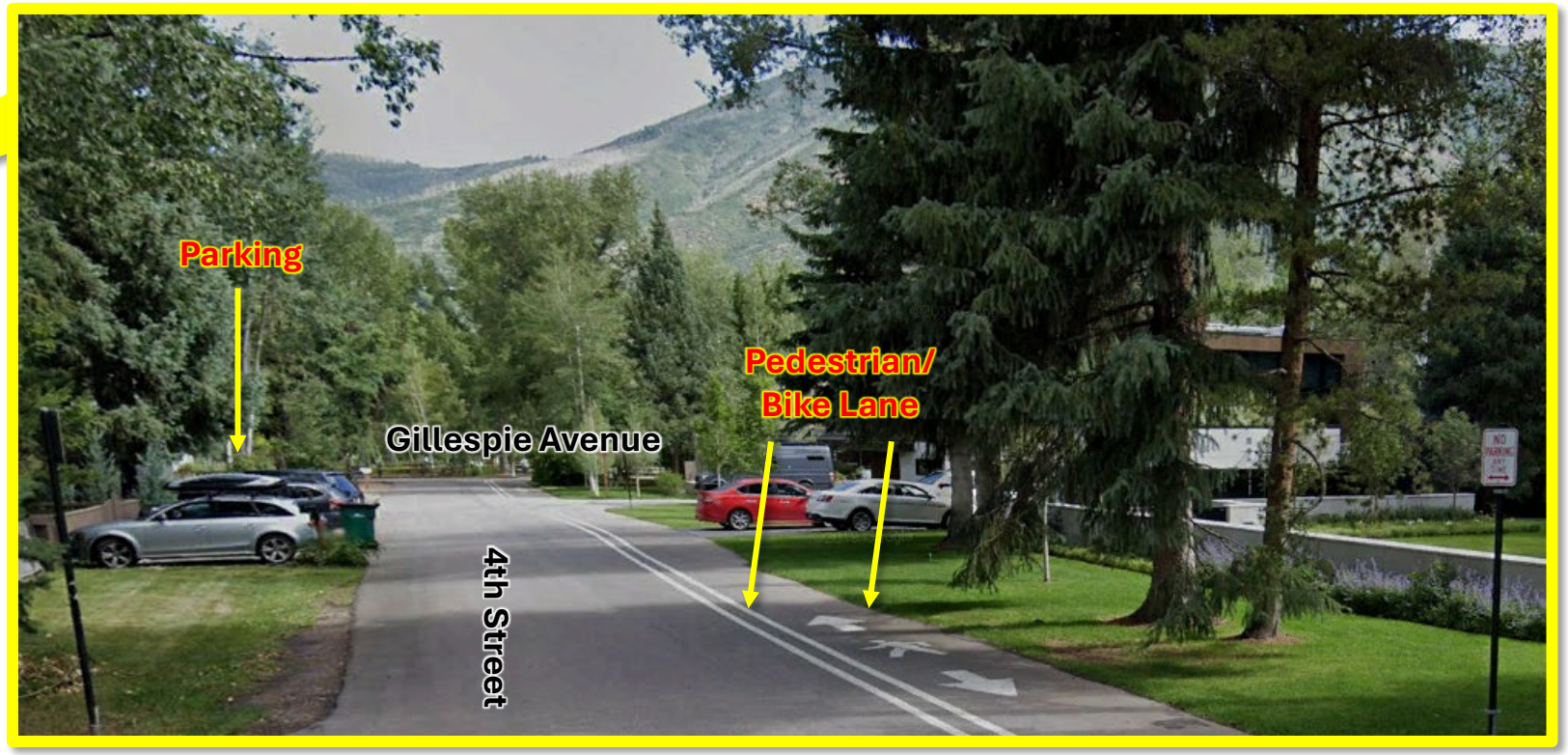




- Flashing Crosswalks servicing Inbound and Outbound Bus Stops.
- 4th St. is **Extremely Narrow** and Has **Significant Pedestrian/ Biking Use** from Main St. to the Parking Lot on Gillespie St.

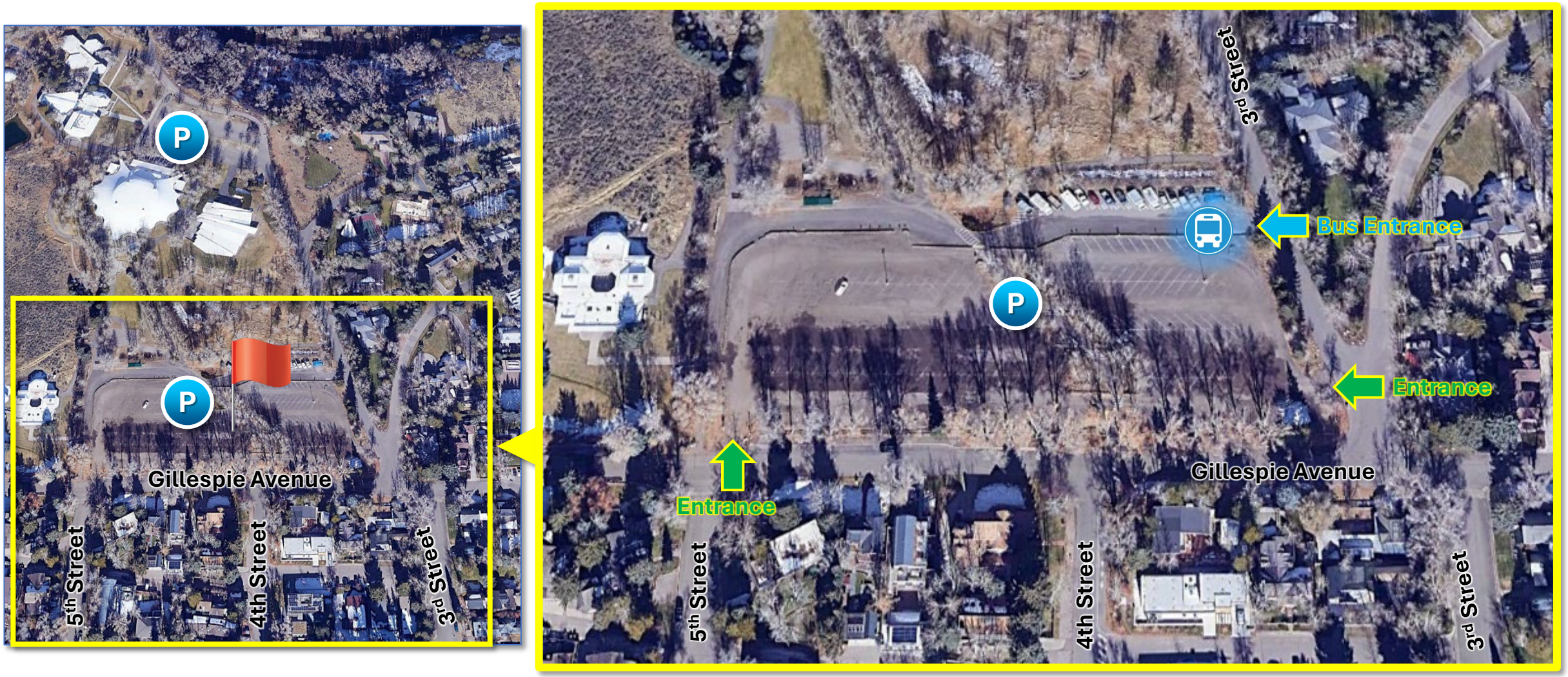
Intersection of 4th Street and Gillespie Avenue



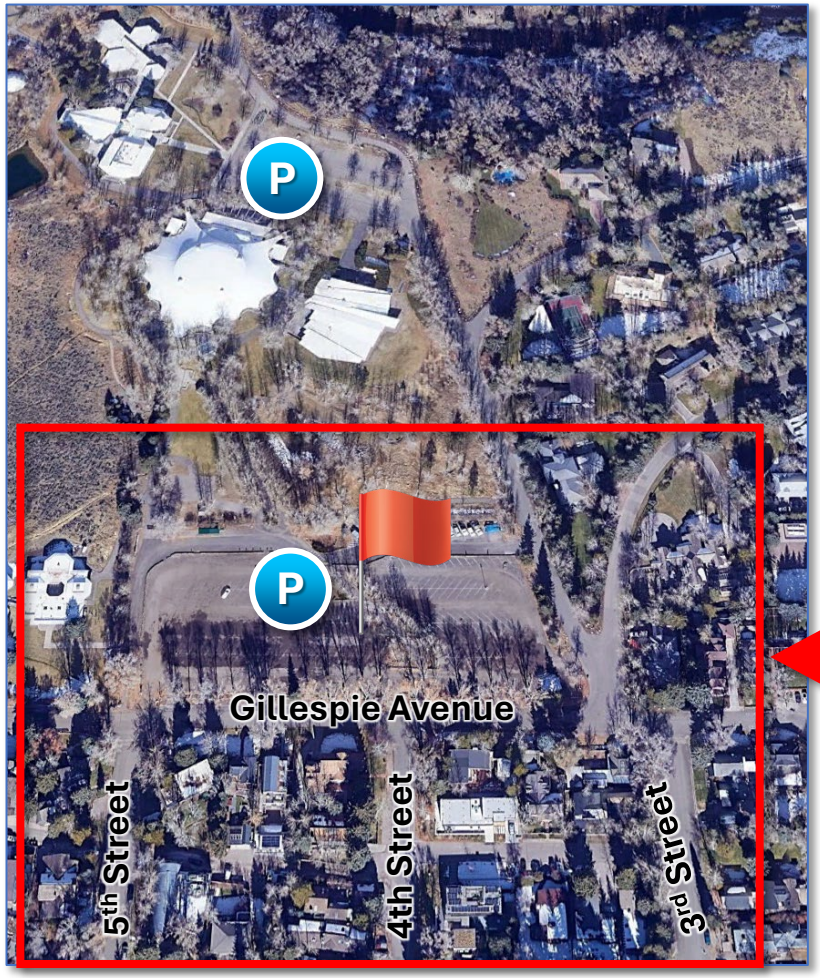


- 4th St. is **extremely narrow** with the Pedestrian/Bike Lane.
- The proposed entrance will move the traffic to 4th St. and create a **dangerous environment** for pedestrians, bikers and the neighborhood.

Current Parking Lot on Gillespie Avenue

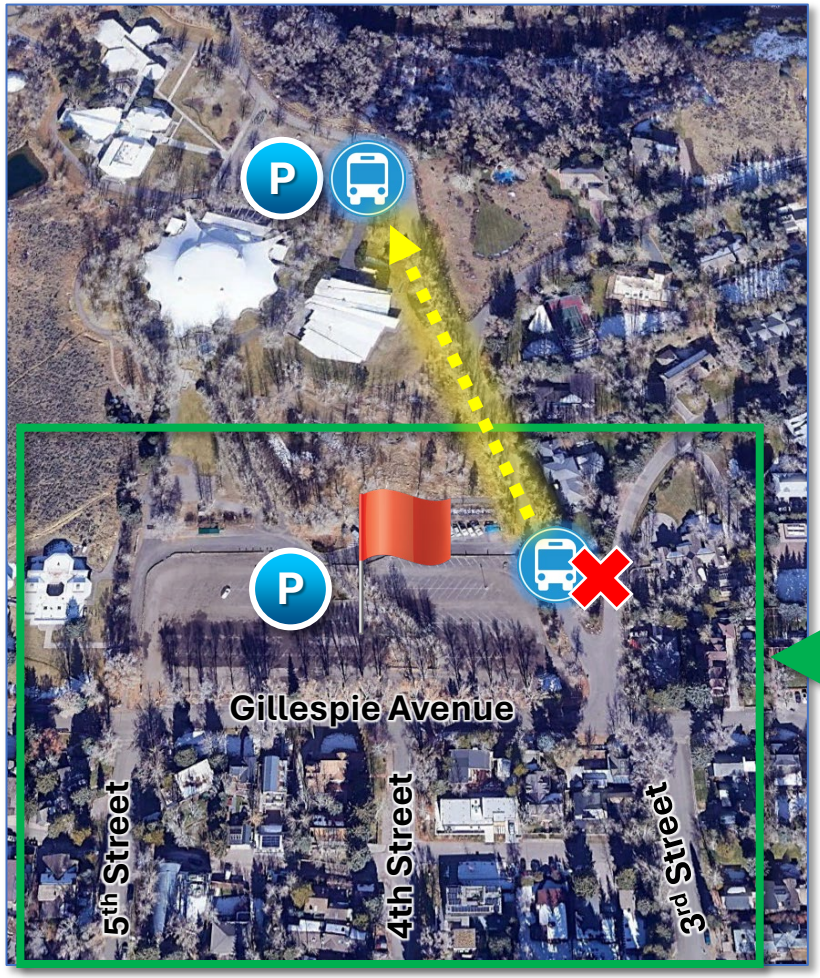


Aspen Meadows Land Use Plan





Proposed Changes: No 4th Street Entrance, Add Foliage and Move Bus Stop to Nearby Theater Lot





4th Street is Extremely Narrow and Is Utilized Heavily by Pedestrians



Jeffrey Barnhill

From: Ryan Dougherty <ryan@fsaspenlaw.com>
Sent: Tuesday, February 24, 2026 9:19 AM
To: Nicole Henning; Jeffrey Barnhill
Cc: Kate Johnson; Tracy Terry; Matthew Ferguson
Subject: 4th Street Pedestrian Preservation Coalition - Objection to Proposed Relocation of AMFS Parking Lot Entrance to N. 4th Street.
Attachments: 4th Street - Council Letter 4914-8361-6912 v.1.pdf; Exhibit 1 - 4th Street Demonstratives.pdf

Ms. Henning and Mr. Barnhill,

Please find my attached supplemental letter detailing the 4th Street Pedestrian Preservation Coalition's opposition and objections to the Aspen Music Festival and School's proposed relocation of its parking lot entrance from N. 3rd Street to N. 4th Street. The 4th Street Pedestrian Preservation is a nonprofit organization comprised of property owners on N. 4th Street. Based on our review of the Application and the City of Aspen Municipal Code, City Council should deny the application this evening (or whenever the vote occurs) for failure to meet code standards and/or compel the applicants to seek different alternatives.

The second reading is this evening. Please include this letter in the application file. We would also appriciate it if you circulated this letter to the Mayor and City Council members before the meeting this afternoon.

Please let me know if you would like to discuss.

Thank you,

Ryan Dougherty

FERGUSON SCHINDLER LAW FIRM

RYAN J. DOUGHERTY
ryan@fsaspenlaw.com
119 S. Spring St., Suite 201 | Aspen, CO 81611
(970) 925-6288 | fsaspenlaw.com

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Jeffrey Barnhill

From: Cory Garske
Sent: Tuesday, February 24, 2026 9:51 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Center for Physics Housing

From: Elvis, Martin <melvis@cfa.harvard.edu>
Sent: Tuesday, February 24, 2026 9:50 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Center for Physics Housing

I am writing in strong support for the Aspen Center for Physics proposal to build deed-restricted housing on the ACP campus.
As a long-time attendee of ACP I believe that the Physics Center provides a unique forum for the discussion of forefront science topics. ACP attendees contribute to the culture of Aspen through multiple
Alas, the increasing cost of housing in Aspen has become an existential issue for ACP.
Without the approval of the proposal to build deed-restricted housing ACP faces a bleak future.
I urge you to pass this proposal.
Thank you,
Martin Elvis

~~~~~~

Martin Elvis, PhD.
Senior Astrophysicist
Center for Astrophysics | Harvard & Smithsonian
[he/him/his]
Office: (617) 495 7442 | email: melvis@cfa.harvard.edu
60 Garden Street | MS 6 | Cambridge, MA 02138

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ASTROPHYSICS
HARVARD & SMITHSONIAN

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Please note, if my email reaches you outside of business hours,
this is a function of my own work schedule and I do not expect an answer outside of your usual work hours
~~~~~~

Jeffrey Barnhill

From: Mike Sear
Sent: Thursday, February 19, 2026 2:00 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: APCHA governed deed-restricted housing project for the ACP

From: Fabbiano, Giuseppina <gfabbiano@cfa.harvard.edu>
Sent: Thursday, February 19, 2026 1:51 PM
To: Public Comment <PublicComment@aspen.gov>
Cc: Aspen Center for Physics <acp@aspenphys.org>
Subject: APCHA governed deed-restricted housing project for the ACP

Dear Aspen City Council,

It is critical and urgent that the Aspen City Council approve this APCHA governed deed-restricted housing project for the Aspen Center for Physics as discovery and curiosity are at the heart of the Aspen Idea and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen.

As a long-term science board member and past trustee of the Aspen Center for Physics, I can attest to the importance of the ACP for fostering new ideas and collaborations and encouraging and supporting young physicist. This ACP 'chemistry' requires frequent interaction and informal discussions. While the ACP provides on campus office space, 'after hours' interactions are also crucial to foster new friendships that can blossom in scientific collaborations. This was easy in the past, since all the physicists were hosted in apartments within the town of Aspen. The current Aspen housing situation, which has required hosting physicists in Snowmass, poses a burden on informal interactions, both because of the longer commuting time and because of the need to catch a shuttle that makes more difficult unplanned informal 'after hours' interactions.

I urge Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

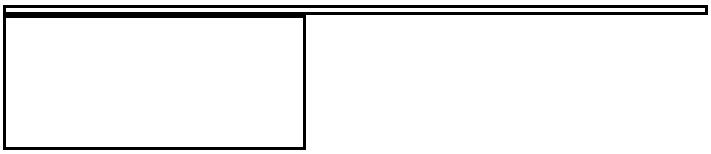
Respectfully,

Pepi Fabbiano

--

Giuseppina Fabbiano
Senior Astrophysicist
(HEA/SAO)
Center for Astrophysics | Harvard & Smithsonian

Office: (617) 495 7203
60 Garden Street | MS 6 | Cambridge, MA 02138



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Url: www.math.harvard.edu

February 17, 2026

Dear Aspen City Council,

My experience of Aspen began as a kid skiing in the early days of Snowmass, continued with a summer spent as a Music student, and since the mid-1980s I have been a frequent participant and organizer at the Aspen Center for Physics. Aspen is where I've been part of breakthroughs.

What is a mathematician doing at a Physics center? Well, Mathematics connects profoundly with Physics, and at ACP physicists regularly interact not only with mathematicians, but also with astronomers, computer scientists, biologists, chemists, and many more. ACP's combination of beautiful open space and abundant open time enables these deep interactions across fields. Long discussions in the Circle of Serenity, on hiking trails, on long walks, and on the slopes bring new perspectives and catalyze advances. Aspen's unique space and time inspires progress.

Why is Aspen different from all other mountain towns? You know the answer better than I: the original Aspen Idea. This led to the three Meadows institutions and to many other significant nonprofits in town. Interaction among people of diverse backgrounds and expertise is at the heart not only of ACP—as borne out by my experience—but also of the Institute (think Ideas Festival) and Music (think Saturday chamber music concerts with wonderfully unusual mixes of musicians). And so much more! Aspen would not be Aspen if some of this diminished. These three institutions are the core of Aspen's cultural and scientific richness that no other mountain town can match.

To me, the Big Question before Council is: *Can the original Aspen Idea flourish in today's Aspen?* The housing challenge Aspen faces has many facets. For ACP it is not the housing of the skeletal staff that is problematic; rather, the core challenge is housing for visiting scientists. The traditional model of rentals in Aspen simply does not work anymore, and current housing options are too expensive: at the conference I co-organized last week, half of accepted scientists did not attend because of the high cost. Building housing on campus is a last resort, the only feasible solution in a challenging environment. The proposal before you is not to everyone's liking, but it has been carefully crafted to be optimized along all axes: architectural design, environmental impact, impact on neighbors, traffic impact, etc. Its approval is essential for the continued existence of ACP.

Sincerely,

Daniel S. Freed
Shiing-Shen Chern Professor of Mathematics
Director, Harvard Center of Mathematical Sciences and Applications (CMSA)

Jeffrey Barnhill

From: Cory Garske
Sent: Tuesday, February 17, 2026 12:59 PM
To: Jeffrey Barnhill
Subject: FW: letter of support for Housing the Aspen Idea
Attachments: LetterToCouncil.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Dan Freed <dafr@math.harvard.edu>
Sent: Tuesday, February 17, 2026 12:56 PM
To: City Council <council@aspen.gov>; Public Comment <publiccomment@aspen.gov>
Subject: letter of support for Housing the Aspen Idea

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:17 PM
To: Jeffrey Barnhill
Subject: Fw: Support for ACP Housing Project

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 12:40:46 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Support for ACP Housing Project

BEN- I asked Cory to send to Jeffery barnhill on all his forwARDS IN THE FUTURE.

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Cory Garske <cory.garske@aspen.gov>
Sent: Tuesday, February 17, 2026 12:27 PM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>
Subject: FW: Support for ACP Housing Project

From: Katherine Freese <ktfreese@utexas.edu>
Sent: Tuesday, February 17, 2026 12:24 PM
To: Public Comment <PublicComment@aspen.gov>
Cc: ACP Aspen Center for Physics <acp@aspenphys.org>
Subject: Support for ACP Housing Project

It is critical and urgent that the Aspen City Council approve this APCHA governed deed-restricted housing project for the Aspen Center for Physics. Housing for scientists will keep the Aspen Idea alive by fostering ingenuity and creativity, reducing commutes, and contributing to the cultural richness that defines Aspen.

I am a theoretical physicist (specifically, working in cosmology and astroparticle physics) who has been attending the Aspen Center for Physics both for summer and winter workshops since 1982. The Center has had a major impact on my career. I have found new ideas and new collaborators, many of whom I still work with. The networking and time to think creatively are hugely important to the research we as physicists can do. Not only have I met other physicists, but also many members of the local Aspen community who are such interesting people and with whom I have had exciting conversations. The ever increasing cost of housing could kill this opportunity, which would be terribly sad.

I therefore urge Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

Yours,
Katherine Freese

--

Katherine Freese
Director, Weinberg Institute for Theoretical Physics
Jeff & Gail Kodosky Professor of Physics
Director, Texas Center for Cosmology and Astroparticle Physics (TCCAP)
University of Texas
Austin, TX 78712

Guest Professor of Physics
Stockholm University
Stockholm, Sweden

Director Emerita of Nordic Institute for Theoretical Physics (NORDITA)
Stockholm, Sweden

George E. Uhlenbeck Professor of Physics Emerita
University of Michigan
Ann Arbor, MI 48109

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MEMORANDUM

To:	City of Aspen
From:	Design Workshop
Date:	February 6, 2026
Project Name:	Aspen Meadows Campus Housing Master Plan
Project #:	7056
Subject:	City Council Responses

Dear Mr. Jeff Barnhill and Members of City Council,

As a follow up to the Aspen Meadows Housing first reading on January 27, 2026, we want to provide some additional information related to the housing projects at the Aspen Institute, Aspen Music Festival and School, and the Aspen Center for Physics. We appreciated the opportunity to hear Council's initial questions in that meeting and look forward to sharing more about the project at second reading on February 24, 2026. This memorandum provides a follow up to the topics and questions raised.

At its core, this project is focused on supporting and sustaining the Aspen Idea now and into the future. These local non-profits provide cultural, musical, scientific, and intellectual benefit to our community and beyond. Without housing for employees, interns, faculty, and participants, these organizations will struggle to continue to have a place here. They are the legacy of the Aspen Idea, and without them we run the risk of losing some of the things that make Aspen special and leaders in the world.

Each property is part of the Academic Zone District, which states "The purpose of the Academic (A) Zone District is to establish lands for education and cultural activities with attendant research, housing and administrative facilities." The zone district contemplates the broad uses that currently occur at the Aspen Meadows, as well as housing uses. The Aspen Area Community Plan's (AACP's) first topical chapter is called Sustaining the Aspen Idea, illustrating the importance of the Aspen Idea in our community. The policies and action items "calls for exploring methods to address the further loss of quasi-public institutions." (AACP, pg 15) This project not only furthers the ideas in the AACP, but also the stated purpose of the Academic zone district. It is also a critical piece of solving the larger problem of lack of housing in the valley. Housing constructed on these properties will increase the overall housing inventory, alleviating the pressures on the limited rental stock that the organizations currently use for other local working residents and non-profit participants.

Affordable Housing Framework

Council members asked a number of questions about the nature of the proposed affordable housing units, including how the units would be used and how the required deed restrictions would work. Each partner has similar, but specific needs related to housing. Therefore, the applicant team has been in close coordination with the Planning and APCHA staff to ensure clarity in the proposal and the eventual deed restrictions for each project. As is typical for all affordable housing projects, all three properties would have an APCHA deed restriction, signed by the owners and APCHA, and running with the land. The framework

for each of these is summarized below and is based on the coordinated efforts of APCHA, Planning, and the applicant.

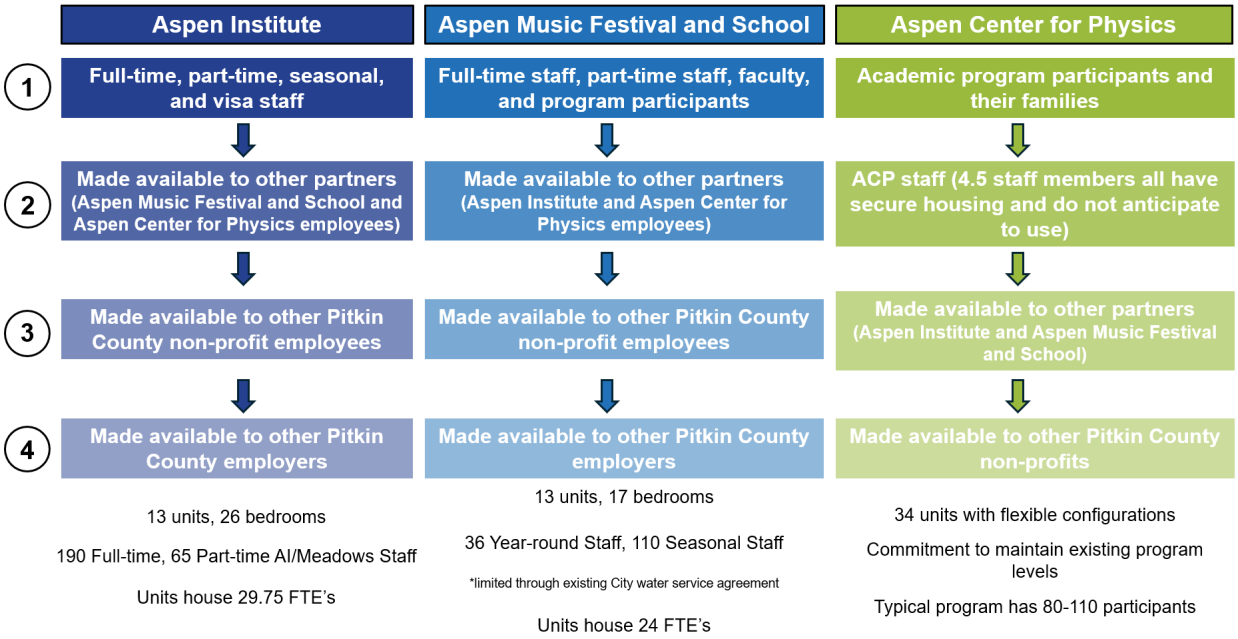
Proposed Deed Restriction Requirements

- Each property will have a deed restriction, signed by APCHA and recorded against the property.
- Each deed restriction will include typical limitations for occupancy and the mechanics of leases, such as:
    - No tenant may own property in the APCHA exclusion zone.
    - All tenancies of 6 months or more require qualification by APCHA. All tenancies for shorter periods require the owners (each partner) to qualify the tenants, as is typical of other projects with APCHA deed restrictions.
    - Units are deed restricted to ensure rental rates at Category or RO levels. As is typical with other employer-owned projects, including the City of Aspen's own inventory, the category for each unit is proposed to be flexible to enable a unit to be rented at that tenant's applicable category. Each deed restriction would include standard language stating that at no time can a unit be rented for more than the RO rate as identified in the APCHA Guidelines.
    - Specific inclusions and exclusions for items that can be included in a rental rate are also identified, which will mirror the language included by APCHA as a condition of approval in the ordinance. For instance, utilities may be charged to a tenant, but property taxes and landscaping costs cannot. This is standard in APCHA deed restrictions.
    - A copy of leases are required to be provided to APCHA, as is typical for all APCHA deed restrictions.
- Each deed restriction will specify the priority for use of the units, as is typical for all employer-owned units. These priorities are further described below in the section titled **Proposed Tenants.**

Proposed Tenants

The Ordinance and the proposed deed restrictions identify a specific prioritization for the occupancy of the units. This is intended to ensure that the units house those it is being built for – the program staff, employees, and participants. Each organization has a specific priority, which has been reviewed in detail with APCHA to ensure the units meet the requirements of the APCHA program. APCHA staff has stated they support the proposed priority and associated deed restrictions.

Proposed Housing Tenants



Affordable Housing vs Short-Term Occupancy

Council members asked specific questions about the occupancy of the units and their use. The following bullets provide additional detail on the occupancy of the units for each organization. There have been public comments made stating that these units are short-term rentals or hotels – they are not. They are all proposed to be deed restricted to meet the intent of the Academic zone district.

Aspen Institute

- All units are intended to provide housing for employees. The Aspen Institute has a variety of workers, including full-time, part-time, interns, and visa staff. Many of these workers currently commute from down valley, and as far as New Castle.
- Lease terms of 3-months to one year (or more) are included in the deed restriction and require the tenants to qualify for the unit, as is typical of other projects with APCHA deed restrictions.
- Less than 50% of the FTEs housed by the units are requested to be eligible for Housing Credits. This is further described below in the section titled **Affordable Housing Credits.**
- Short-term rentals (rental of units as lodging on the free-market, as defined in the Land Use Code) are prohibited in the deed restriction.

Aspen Music Festival and School

- All units are intended to provide housing for employees, program faculty, and program participants. The Aspen Music Festival and School has a variety of workers, including full-time, part-time, and seasonal. Many of these workers currently commute from down valley, and as far as Palisade.
- Only those units that are used by employees are requested to be eligible for Housing Credits. This is further described below in the section titled **Affordable Housing Credits.**

- Lease terms of 3-months to one year (or more) are included in the deed restriction and require the tenants to qualify for that unit, as is typical of other projects with APCHA deed restrictions.
- Short-term rentals (rental of units as lodging on the free-market, as defined in the Land Use Code) are prohibited in the deed restriction.

Aspen Center for Physics

- All units are intended to provide housing for program participants, as identified in the purpose statement of the Academic Zone District. Programming currently takes place on the campus for 35 weeks of the year. During those times, the units would be used for those academic participants. For the remaining 16 weeks of the year, the units would be made available as described in the cart above in the section titled **Proposed Tenants**.
- Lease terms are based on the Center's program participation. This means, one unit might be rented by a physicist for 2 weeks and then again for 4 weeks. Table 1 below illustrates the time period of use by the Center and when the units could be used by others. Weeks in blue and orange are when programming currently occurs on campus, with grey representing when there is a typical break in that programming. This shows that there is likely a vacancy no more than 1 – 3 weeks at a time (7 – 21 days), which is *less* than the typical 45 days APCHA deed restrictions allow for properties to be vacant.

Table 1: ACP Typical Programming by Month and Week

	Week 1	Week 2	Week 3	Week 4	Week 5
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

	No Programming (approx. 16 weeks)
	Off Season Programming (approx. 11 weeks)
	Regular Season Programming (approx. 24 weeks)

- No Housing Credits are requested.
- Short-term rentals (rental of units as lodging on the free-market, as defined in the Land Use Code) are prohibited in the deed restriction.

Addressing Broader Housing Needs
There was a specific Council question asking how the project will advance Aspen's goal of increasing housing for permanent local workers. The answer is that each proposal does so.

There is very little land remaining in Aspen for projects of this nature. The Aspen Meadows partners are proposing this project on land that they already own to address critical housing needs for their organizations, rather than placing the burden on the city, APCHA, or other property owners to house their workers and participants.

Each will create new inventory for workers and participants to rent. This removes cars from the road for those currently commuting in for work or for program participation. It also alleviates pressure on existing rental stock that currently are being rented to each organization for their workers and program participants, enabling those units to be rented to other local working residents.

Other Deed Restrictions – Burlingame Seasonal and Marolt
Council asked specifically about the deed restrictions at Burlingame Seasonal Housing and at the Marolt Seasonal Housing. These projects provide seasonal housing through an existing and long-standing agreement with organizations like the Aspen Music Festival and School that requires the organization to provide rental rates at or below APCHA rates. These deed restrictions allow staff, faculty, and participants of the Aspen Music Festival and School to rent the units. The Master Lease for Burlingame expires in 2035 and the Master Lease for Marolt expires in 2029 with one 5-year extension allowed at AMFS's written request.

Affordable Housing Credits

Council members asked for clarification about the requested Housing Credits. It is important to note that the *Aspen Institute and Aspen Music Festival and School are requesting only a portion of their units* be eligible for housing credits. The *Aspen Center for Physics is not requesting* any housing credits.

The Aspen Institute and Aspen Music Festival and School understand the requirements of the Housing Credit Program, and the proposed Ordinance from staff reflects the significant limitations to receiving these credits. For each of these entities, the following requirements and limitations are understood and in the proposed Ordinance:

- Only those units that are deed restricted based on the categories identified in the Land Use Code (Sec. 26.540) may be used to establish Housing Credits. This means that at this time only units that are deed restricted at a Category Level of 1 – 4 are eligible. Should Council change the code in the future to allow credits for RO units, only then would units deed restricted at an RO level be able to receive credits.
- Only those units that are not built to satisfy a housing mitigation requirement are eligible. This is an important item, particularly related to the Aspen Institute units. The Aspen Institute has an existing employee audit requirement from earlier approvals for the renovation of the Boettcher Building and Walter Isaacson Center. Should that audit show that more FTEs were generated than included in those earlier approvals, these new housing units would be used to provide that required mitigation. Therefore, those units would not be eligible for Housing Credits.

As identified in the application, the Aspen Institute project would provide housing for 29.25 FTEs. They are requesting that 14.75 of the FTEs housed in the units be eligible for Housing Credits. For the Aspen Music Festival and School, the three-bedroom unit is intended to be used for the CEO and the unit is not included in the request for Housing Credits.

Neighborhood Compatibility and Operations

There were some questions from Council members related to the operational characteristics of the units. As is true for all APCHA units, including employer-owned units, tenants are responsible for cleaning after themselves, a plumber would be called when there is a plumbing issue, and the owner is responsible for ensuring compliance with the approval and deed restriction. While the partners recognize that this project is a change to the neighborhood, as we have outlined in the application and responses to the relevant criteria, the proposed use and scale of development is consistent with the purpose of the Academic zone district, the overall scale of the neighborhood, and the residential and academic uses that have existed for over 50 years.

From a practical perspective, each organization is already managing many rental properties throughout the city and broader valley for workers and participants. This is done with existing staff members employed by the organizations, and special contractors are called when needed, such as to fix a broken window or a plumbing issue. These operational characteristics would continue with this project.

Vested Rights and Constriction Considerations

Council members asked for additional information related to the request for Vested Rights, including how longer vested rights could influence construction timelines.

Each organization requests 10-years of Vested Rights for the project. State statues grants 3-years of vested rights to all site specific development plans, and allows extensions beyond that time. The city has made a policy decision to limit total amount of Vested Rights an applicant can request to 10 years.

Ten years of vested rights will allow each organization the time necessary to plan for smooth construction and to raise funds needed to complete the projects. The applicant proposes additional vested rights to ensure more time is available to plan for the least impactful build. A thoughtful course of action for construction means and methods should not be rushed and taking additional time to plan will ensure fewer construction-related impacts to the neighborhood – as the saying goes “take time to make time.”

The Aspen Music Festival and School have already successfully demonstrated the method of long planning and quick construction – The Klein Music Tent was built in 9-months. On the Castle Creek campus, AMFS built more than 80,000 sq ft in two 9-month windows. It is in each of the organization’s best interest to complete construction as quickly as possible to reduce costs, impacts of programming, and provide the needed housing. However, there will be extensive coordination required for each project and forcing the organizations to rush into construction will not result in a better project or reduce the impacts to the neighbors. In fact, it could have the opposite effect.

While a specific timeline for construction is not known without an approval, the goal of each organization is to limit construction timeframes to reduce impacts to the neighborhood, as well as to their own programming. Each organization is exploring different construction methods in an effort to find a balance between the cost of construction and the duration of construction. Without an approved project, they are not

able to finalize decisions about the means and methods of construction, but the extended vested rights time period will enable each organization to thoughtfully plan the approach to construction management.

The city has robust requirements for Construction Management, which is actively enforced by the Engineering Department. Each organization is committed to meeting all the city's requirements related to Construction Management. Potential tools that are under consideration include:

- Modular construction methods
- Required carpooling for construction workers to limit impacts on city streets
- Shared parking agreements for construction parking between the three organizations
- Protected bike and pedestrian pathways during construction
- On-site construction manager to monitor compliance with the Construction Management Plan
- On-site project boards to provide neighbors with information about construction phases and activity
- Limiting construction hours during major on-campus events, such as Aspen ideas Festival, Music programing, and Physics lectures.
- Complying with all city requirements related to dust suppression, noise mitigation, waste management, signage, and traffic flows.

Each organization anticipates needing to fundraise to complete the project. There was a comment at first reading about the organizations having endowments that could be used for the project. While there are endowments, these often have restricted uses, are used for existing programming and financial aid for program participants, and, are not available for capital projects. Instead, additional fundraising for these capital project is needed, which will take time. Ensuring time to properly fundraise for the development is another key reason for the requested vested rights. Fundraising will require a new strategy and the cultivating of prospective donors, as housing is much different from the mission of these organizations.

Parking Supply, Traffic, Enforcement, and Transportation and Mobility Commitments

There were a number of questions from Council about parking and traffic considerations. Some of these were identified for the overall campus and projects as a whole, and some were project specific.

Overall Transportation Analysis

The project is required to provide a Level 1 Transportation Impact Analysis (TIA), which was included in the application. This uses Aspen-specific transportation analysis methods and requirements. Each organization is providing more transportation mitigation measures than the code requires, as discussed in the application. These will be part of the specific approvals and are subject to monitoring by the City to ensure compliance. Specific measures include:

- Aspen Institute: Additional trail connection across the racetrack to the Meadows Tral along Meadows Road, new striping and/or speed hump at road crossing, proposed expansion of We Cycle station.
- Aspen Music Festival and School: Bus access loop and circulation improvements, expanded bike parking, new space for shuttle drop offs, proposed expansion of WE-cycle station at Music Tent, dedicated pedestrian access easement to Music Tent.

- Aspen Center for Physics: Alternative transportation options (bike fleet of 150, including electric cargo bikes, car share, shuttle options, WE-cycle support); potential to support larger We Cycle improvements at 8th street if desired by We Cycle and the City, new trail connection from Music Tent to Racetrack.

The application went beyond the Level 1 requirements by hiring Jacobs Engineering to complete a more robust analysis of the anticipated transportation impacts of the project. As identified in their analysis, the proposed on-site housing projects will:

- Reduce Aspen Institute peak-hour trips by 51%
- Reduce Aspen Music Festival and School peak-hour trips by 54%
- Reduce Aspen Center for Physics peak-hour trips by 66%

These trip reductions represent a significant benefit to the neighborhood and community, and are a direct result of staff and participants living in town and not needing to commute in from down valley locations.

In addition, based on the comments from P&Z, the partners asked Jacobs Engineering to review potential transportation and neighborhood impacts related to the relocation of access to the Aspen Music Festival and School parcel from 3rd Street to the intersection of Gillespie and 4th Street. This analysis is included as **Attachment 1** to this memo. Jacobs concludes that the proposed access point change will not have a demonstrable impact on the traffic patterns or safety in the neighborhood. This analysis is based on City of Aspen crash data, a 2024 additional parking analysis completed by Fehr & Peers on behalf of the organizations in preparation of the application, and the Streetlight data model.

As further identified in the Fehr & Peers parking analysis (**See Attachment 1**), most of the neighborhood parking and transportation impacts are related to activities not included in this proposed project t – rush hour traffic, lack of enforcement for existing no-parking zones, and construction related parking from existing West End residential projects. They completed parking counts at the on-site parking lots, as well as the neighborhood streets on two high-attendance event days at the Music Festival – Friday August 16, 2024 and Sunday August 4, 2024. *At no point during data collection was the Aspen Institute garage nor neighborhood streets south of the Aspen Music Festival grounds at full capacity*. However, the Music Lot reached 100% capacity once at 4PM on August 4th and approached 100% again at 6PM on August 16th, the times of the concert.

Parking for Aspen Center for Physics

The project generates a requirement of 34 parking units. The code allows a mix of methods to mitigate these, including parking spaces, transportation improvements, and fee-in-lieu. The P&Z Resolution recommended approval of the proposed parking and transportation mitigation measures for the Aspen Center for Physics, finding that the proposed 17 parking units as calculated based on the code met the requirements, and that the additional measures proposed above and beyond those methods adequately addressed the remaining 17 parking units required.

Rather than providing additional parking that would impact additional trees on the site, or paying a fee-in-lieu for parking that would go to a general city parking fund and not likely used in the neighborhood, ACP requests the City accept the proposed alternative parking mitigation methods. These methods were discussed with P&Z and they agreed with the request and included it in their recommendation to Council. This includes the use of parking space, infrastructure improvements, and transportation programs to mitigate both trip and parking demand and impacts, as described in **Table 2** below.

Table 2: ACP Proposed Parking and Transportation Strategies		
Category	**Measure**	**Details**
Proposed 17 Parking Units	New Parking Spaces	Six (6) spaces along North Street
	New shared Electric Vehicles	Two (2) EVs will be available for tenants to run short errands
	New Mobility Measures	Nine (9) total, based on TIA overage
Additional Parking Units for P&Z Consideration	New Electric Bikes	Ten (10) e-bikes with grocery baskets for local trips
	Large Bike Fleet for Visiting Physicists	150 traditional bikes available to use and reserve
	Pedestrian Improvements	Trail dedication on north side (connecting racetrack trail to music tent) and improved paths along North & 6th Streets
	Tenant Limitations	Strict limitation on the number of physicists using personal cars. An enforced ban on physicist parking on neighborhood streets
	Existing Lot Limitations	Current 20-space lot (with enforced permit system); preference for carpoolers. Parking permits not allowed to exceed parking lot capacity
	Updated Program Materials	ACP limits on-campus car use for participants in off-site housing; new program info will include maps and details of ACP's Alternative Mobility & Transportation Plan
	Updated Signage and Enforcement	New signage and enforcement for existing parking lot and six (6) new housing parking spaces
	New Monitoring and Reporting	Commitment to seven (7) years of program monitoring to ensure that parking permits never exceed lot capacity and that physicists never park on neighborhood streets
	Program Limitations	ACP commits to maintain Summer and Winter scientist visits at current levels, limited by the available office space and auditorium size, neither of which will change under this proposal

The key aspects of the parking management program would include:

1. Enforced weekly permit parking system to match the number of parking spaces.
2. Number of permits available to those staying on-campus (and not on North St) will be a small fraction of the 20 existing spaces and based on the season and different programming occurring in each week.
3. Physicists staying in non-North St campus housing (who are not granted one of the few permits) will have to agree in writing to not to bring a car or to park their car in a remote lot (not in the neighborhood). (See Attachment B for an example letter that would be shared with participants)
4. ACP will consider various mechanisms to actively enforce this policy (e.g., monitoring the parking area; potentially banning those who repeatedly park in the neighborhood from future ACP participation, etc.)

5. ACP could collect license plate numbers for all participants bringing a car and share that information with the City of Aspen to determine if enforcement is being broken specifically by ACP participants and their families.

On-Site Parking Changes
A Council member asked about the parking changes for each organization and for the project as a whole. **Table 3**, below identifies these changes, showing a net increase of 46 parking spaces.

Table 3: Parking Changes				
	Aspen Institute	Aspen Music Festival and School	Aspen Center for Physics	Total Spaces
Existing Parking Spaces	99	274	20	393
Proposed Parking Spaces	124	289	26	439
Net Increase	25	15	6	**46**

Street Parking Changes
Council members asked for additional information regarding changes to street parking. As currently proposed, the project would remove zero (0) spaces on Meadows Road, six (6) spaces on North Street and four (4) spaces on Gillespie. These removals are related to updated vehicular entry points to the sites that include large pedestrian bulb outs in order to promote walkability and increase pedestrian safety. *The team believes the originally proposed street parking and pedestrian infrastructure balances the needs for parking with pedestrian connectivity and safety, as well as limits tree removals and prefers the option as proposed.* However, the applicant team has analyzed an alternative for replacement street parking for AMFS and ACP, as requested by the P&Z and Council.

Alternatives for Gillespie Street Spaces
While there appears to be sufficient right of way for the addition of parallel spaces on N. 3rd Street, AMFS does not believe adding street parking here is appropriate. If added, an estimated 5 spaces could be accommodated here. The intersection at 3rd Street, Roaring Fork Drive, and Gillespie Avenue can be confusing, as three streets converge in one location. For this reason, the applicant team has not previously explored street parking in this location, and we believe additional spaces on 3rd Street would further complicate this intersection.

The Engineering Department provided referral comments regarding additional pedestrian infrastructure for the proposed entrance at 4th street, including bulb outs, painting of cross walks, and signage. The current design incorporates these design elements and identifies that signage will be finalized as part of the Detail Review or building permit review. For this reason, providing additional spaces on Gillespie Avenue by reducing this pedestrian infrastructure is not desired or proposed by AMFS.

Alternatives for North Street Spaces
To fully replace street parking that is proposed for removal on North Street, the street designs for both North Street and 6th Street would need to be updated. One option for North Street is rather than having generous bulb outs at each driveway, these can be removed to add additional pavement that can accommodate parked cars. The overall paved area can be expanded and street spaced painted in

order to ensure the most efficient parking patterns for parallel parking on North Street. This yields an additional 3 parking spaces on North Street for a total of 9 street spaces, and the removal of approximately 5 additional trees.

An alternative option for North Street is to have head-in parking. This would yield a total of up to 22 spaces and would require the removal of an additional 16 trees. This head-in parking configuration would be inconsistent with the general street parking patterns in the West End, and is an option ACP *does not* support as an appropriate alternative.

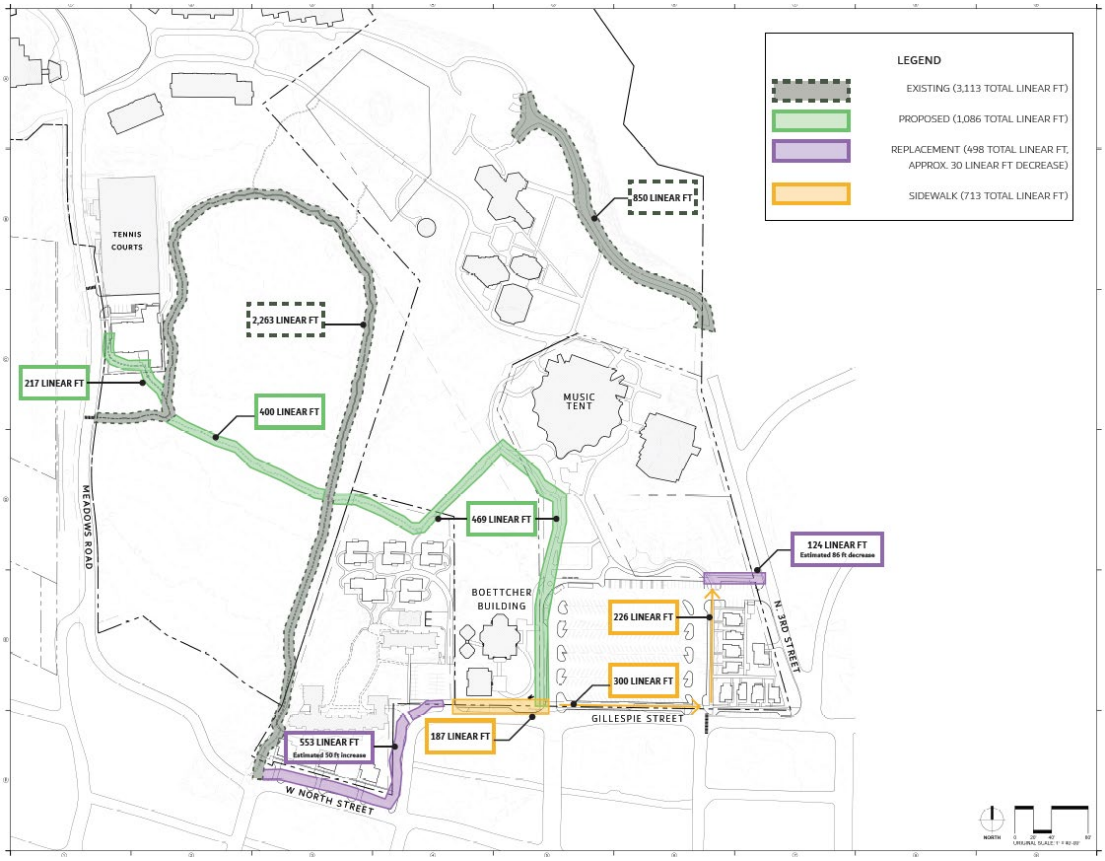
New pavement on 6th Street can create an additional 5 parking spaces. There is currently no street parking on this portion of 6th Street, and the addition in this location would require additional rerouting of the trail and removal of approximately 5 trees.

Public Easements and Trails

Finally, Council members asked for additional information regarding trail easements for the project overall, as well as more specific detail regarding the proposed trail alignments for Aspen Center for Physics.

Overall Trail Connections

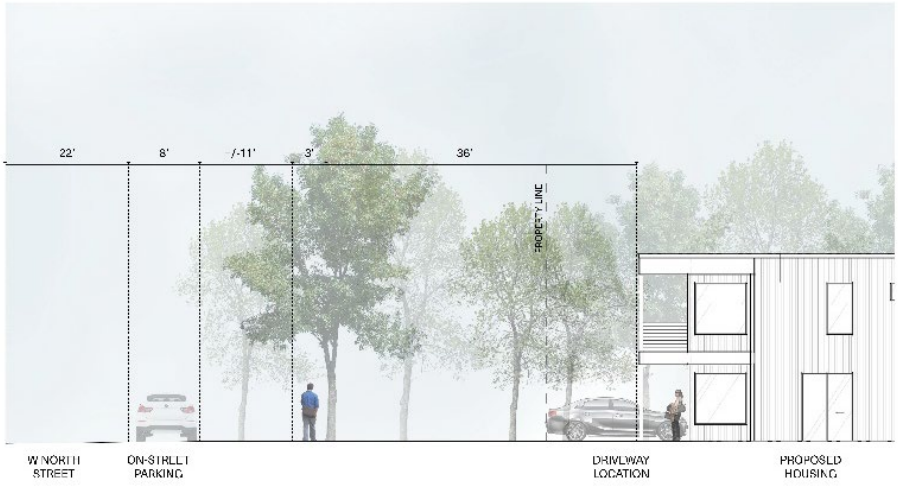
There are a number of trails with dedicated easements throughout the campus, as well as informal paths that do not have access easements. As part of the organizations' commitment to overall pedestrian connectivity throughout the campus. New pedestrian easements are proposed for these informal paths, increasing the overall linear feet of the trails and pedestrian paths dedicated for public use by approximately 1,000 linear feet. This is shown in the diagram below.



Aspen Center for Physics Trail Adjustments
Council members asked about the adjustment of the trail along North Street. The application proposed a realignment of the trail to preserve the overall experience, ensuring it is setback from the paved street and the housing units' front porches. It is important to note that pedestrians are *NOT* rerouted into the vehicular road – the trail is separated from the vehicular lanes and parallel parking spaces by a vegetated buffer. The new alignment also increases the linear feet of the trail by approximately 50 feet. As part of the proposal, the trail will be able to be maintained for year-round use, when today it is only usable in the summer due to winter snow.

The team has explored two options for the trail along North Street, and recommends Option 1, which uses right-of-way but provides a generous vegetated buffer of approximately 11 feet between the trail location and vehicular traffic and a 36-foot buffer between the trail and the proposed housing. An alternative Option 2 would locate the trail on the Aspen Center for Physics property but would cross the widest portions of the driveways and be located very close to (about 3-4 feet) the front porches. This option has an approximately 42-foot buffer between the vehicular right-of-way and the trail. These options are shown below.

Option 1: ACP Preferred Trail Location



Option 2: Trail Location Alternative



We thank you for the opportunity to share more about the project and look forward to the second reading meeting on February 24, 2026.

Sincerely,



Jessica Garrow, FAICP
Design Workshop

To: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>; Ben Anderson <ben.anderson@aspen.gov>; Daniel Folke <daniel.folke@aspen.gov>
Subject: RE: APCHA questions from City Council on Aspen Meadows from 1-27

I have answered the questions below as best as I can.

Cindy Christensen
Deputy Director of Housing, Operations & Property Management
Aspen/Pitkin County Housing Authority (APCHA)
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From: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>
Sent: Friday, February 6, 2026 7:09 PM
To: Cindy Christensen <cindy.christensen@aspen.gov>; Ben Anderson <ben.anderson@aspen.gov>; Daniel Folke <daniel.folke@aspen.gov>
Subject: APCHA questions from City Council on Aspen Meadows from 1-27

Hey Cindy,

City Council left the team with about 50 questions to be answered from 1st reading of Aspen Meadows on 1-27 to be answered by 2nd reading on 2-24. Can you please provide APCHA thoughts and input on the below questions so that I can prepare for the hearing on 2-24? Additionally, is there a chance you can plan on attending the hearing in case City Council has questions for APCHA?

1. Are there special zoning rules, deed restrictions, or policy precedents that apply to seasonal or institutional housing in areas such as Marolt Place and Burlingame (non-ranch)? The seasonal projects – Marolt and Burlingame Seasonal – are filled with qualified Pitkin County employees during the winter months. Both also will rent to Pitkin County employers to rent to their employees during the winter season. The summer months is used by the Music Associates for their students.
2. If a majority of occupants will stay for periods of 1–3 weeks, how does the APCHA and the City distinguish this housing from short-term rental use in practice? That is not a question for APCHA. That would be more of a question for the City as they have the short-term rental regulations.
3. How does this project advance Aspen's stated goal of increasing housing for permanent local workers rather than transient populations? This allows the employer to use this type of housing for what their needs are in order to function as a music venue, learning institute, etc.
4. If units don't meet APCHA standards, what happens if ownership changes in the future with those units? This could require some type of language in the documents that should the type of venue change hands, then these units would need to be readdressed. Again, I would refer to the City on this more than APCHA.

5. Why should this project be granted the right to affordable housing certificates? If they are supplying housing for actual employees, and as long as the units meeting minimum occupancy requirements and they are qualified through APCHA, I would think that this would be the normal process to allot these housing certificates. I believe that the Institute is not asking for these credits as this would be different than housing Pitkin County employees who work at least 30 hours per week.

Thanks for all of your help on this one, it is a beast.

Thanks,

Jeff

[redacted]

Jeffrey Barnhill, AICP
Principal Planner | Community Development
(O): 970.429.2752 | **(C):** 970.319.6636
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[redacted]

My typical in-office hours are Monday, Tuesday, and Friday, 8:00-6:00.
My typical work from home hours are Wednesday and Thursday 9:00-5:00.

[redacted]

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Jeffrey Barnhill

From: Jeffrey Barnhill
Sent: Monday, February 9, 2026 3:52 PM
To: Cindy Christensen; Ben Anderson; Daniel Folke
Subject: RE: APCHA questions from City Council on Aspen Meadows from 1-27

Thanks a lot Cindy!

For #2 APCHA doesn't have any regulations/thoughts on Deed-restricted units for periods of 1-3 weeks?

And then for #4, it seems like we would just need to re-evaluate the situation under the applicable PD processes/review process, of which APCHA would be a referral department, is that what you are referring to?

Any chance someone from APCHA could be there Feburary 24th to potentially field some questions if needed by City Council?

Thanks,

Jeff

[redacted]
Jeffrey Barnhill, AICP
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[redacted]
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From: Cindy Christensen <cindy.christensen@aspen.gov>
Sent: Monday, February 9, 2026 3:45 PM
To: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>; Ben Anderson <ben.anderson@aspen.gov>; Daniel Folke <daniel.folke@aspen.gov>
Subject: RE: APCHA questions from City Council on Aspen Meadows from 1-27

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January 21, 2026

CHRISTOPHER D. BRYAN
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Via E-Mail
Nicole Henning, City Clerk
E-mail: nicole.henning@aspen.gov

RE: Aspen Meadows Affordable Housing Project
Major Amendment to a Planned Development, Growth Management Quota System, Certificates of Affordable Housing Credits and Related Reviews
City Council – First Reading of Ordinance, January 27, 2026

Dear Nicole:

As you are aware, this law firm represents the West End Community Association ("WECA"), a Colorado non-profit consisting of a group of homeowners in Aspen's historic West End neighborhood. We submitted a public comment letter on behalf of WECA to the City of Aspen's Planning and Zoning Commission ("P&Z") for their November 5, 2025, continued hearing regarding the above-referenced application ("Application"). At that hearing, despite overwhelming public comment against the Application, P&Z voted to recommend approval of the Application to City Council with minimal terms and conditions. In addition to our October 31, 2025, letter, which is part of the record for the Application as it goes to City Council, this letter will serve as WECA's additional public comments on the Application to the City Council, specifically focusing on the Aspen Center for Physics' ("ACP") proposal. **Please promptly disseminate this written public comment to the Mayor and City Council members and to the appropriate City of Aspen staff members.** We reserve the right to provide oral public comment on the Application at any public meeting before City Council regarding the same. It is our understanding that no amendments to the Application, and specifically the ACP proposal, have been filed since the presentation to P&Z on November 5, 2025.

I. The ACP Proposed Housing Is Not "Affordable Housing."

The ACP housing proposal is *not* an affordable housing proposal and therefore, the Applicant should not receive any variances, waivers, or benefits of such a classification, including exemption from GMQS restrictions or affordable housing mitigation requirements. The Application for the ACP states that "[t]he application is for replacement Essential Public Facility space and Affordable Housing units." *Application*, p. 62. Further on, the Application states that proposed ACP housing "shall be used to provide housing for ACP program participants and their families." *Application*, p. 222. These "**visiting** physicians and scientists" will use the ACP housing "for 1-5 weeks during the summer" and for "one-week conferences in Aspen every winter." *Application*, p. 12 & 50 (emphasis added). Thus, at most, one physicist could spend a total of five weeks in Aspen. Although the Application proposes the implementation and recordation of a "deed restriction" (ostensibly in conjunction with Aspen/Pitkin County Housing Authority ("APCHA")) (*Application* Exhibit N) on these ACP housing units, such a proposed deed restriction is self-policed and enforced solely by ACP without any oversight. These visitors

are not full-time residents who work at least 1,500 hours per calendar year in Pitkin County and who would be occupying the units for at least 9 months, as required by APCHA Guidelines. As such, the proposed ACP housing cannot be considered deed-restricted, affordable housing as described in the City Code and APCHA Guidelines.

APCHA defines affordable housing/employee housing/workforce housing, a definition to which the City is bound, as: "[d]welling units restricted to the housing size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the Aspen City Council, Board of County Commissioner and/or the APCHA, whichever shall apply." ACP makes clear in the Application that the residential units will not house employees, but rather participants (and their families) in their programming, with short-term "residents" moving in and out on a weekly basis. The Application makes clear that these units will, at best, be occupied 6 months out of the year, and these would not be 6 consecutive months (*Application*, p. 37). APCHA's regulations require, at minimum, 6-month (consecutive) leases except in certain extraordinary circumstances.

Although the Application camouflages its true intentions with the enticing term "affordable housing," City Council does not have the luxury of subscribing to the deceptive nature of what this really is: the ACP proposal is really nothing more than a cheap short-term rental option.

This proposal cannot honestly be deemed "affordable housing" as the community understands that term. If it, then it will create the opportunity for other entities to meet affordable housing requirements by creating short-term rental units as long as they are for "participants" in programming or even vacations sponsored by such entities. City Council has made clear that it wants Aspen to be a "lights on" community; yet approving this Application with regard to ACP, at least, would not provide that and would eviscerate the affordable housing program and goals. The proposed deed restrictions, providing that the units will not be rented higher than the RO rates set by APCHA (however, the deed restrictions will be fully managed by ACP), will have no minimum or maximum rental period and, if ACP can't find a "qualified tenant" within its programs, such shall be offered to AMFS or Aspen Institute, then to another non-profit operating in Pitkin County and then "may be made available to other entities at [ACP's] *sole discretion*" (emphasis added; *Application* at p. 222). An internally managed deed restricted housing development that is this breathtakingly broad does not create affordable housing. But, if it cannot be affordable housing, then ACP will be faced with finding allotments through the GMQS system. Such labeling appears to be in place to skirt this Land Use Code requirement. WECA trusts that City Staff and City Council are clear-eyed enough to see through the smokescreen.

In addition, even though the Applicant proposes that the ACP housing may be used by "other non-profits in need of housing for their staff members" when the units are not occupied by physicists and faculty, this use still will not qualify the ACP housing as "affordable housing." This is because, over half of the year, the ACP housing will be used by visitors and their families (i.e., short-term occupants) so there is no opportunity for any of this staff to utilize a housing unit for over 9 months in a year. Therefore, even with this "offer," the proposed housing units cannot be considered affordable housing as set forth in the City Code and APCHA Guidelines but rather are more akin to short-term vacation rentals for the physicists and their families.

The reason ACP uses the misnomer "affordable housing" is apparent to anyone who has actually read the Application and the City Code requirements: ACP needs this housing to be deemed "affordable

housing" in order for the Application to comply with the City's requirements for Growth Management as set forth in Section 26.470.080(a) of the City of Aspen Land Use Code ("LUC"). If the units are *not* qualified as affordable housing units, the Applicant must find residential growth management allotments available pursuant to LUC § 26.470.040(b). Based on the foregoing, ACP's proposed housing cannot be qualified as such, and Applicant must revise the Application and find available growth management allotments for the same.

WECA is confident that City Council and Staff will not fall for Application's sleight-of-hand in this regard.

II. A Use Variance Cannot Be Granted for the Proposed ACP Housing Units.

As set forth in the Application, residential uses are not an allowed use in the Academics (A) Zone District (*see* LUC § 26.710.230), which is the zone district for the entire Aspen Meadows Campus, including the ACP. The Application provides:

> *Because of the nature of those [persons] being housed in these academic units, the Aspen Center for Physics is not requesting Certificates of Affordable Housing Credits. The Aspen Center for Physics request is best described as Academic Housing.*

Application, p. 12. For the ACP, Applicant proposes to build 11 studio units, 8 two-bedroom units, 11 three-bedroom units, and 1 six-person dormitory. "The purpose of the Academic (A) Zone District is to establish lands for education and cultural activities with attendant research, housing and administrative facilities." LUC § 26.710.230(a). In the A zone district, academic housing consists of "boardinghouse[s] and dormitor[ies] for housing students and faculty of schools and other academic institutions." LUC § 26-710.230(c)(1). Given that the City's definition of academic housing only allows dormitories and boarding houses, out of ACP's four proposed housing unit types, only the dormitory could legitimately approved be built on the ACP property to be in compliance with the LUC. However, dormitories are a conditional use that requires the Applicant to seek a conditional use permit to construct. LUC § 26.710.230(c)(1). Nowhere in the Application is there a request for a conditional use permit, which requires its own analysis and for which Applicant must meet specific standards and criteria pursuant to LUC § 26.425.040. One of these criteria is that Applicant must provide affordable housing to offset the conditional use. *Id.* at § 26.425.040(f). As fully analyzed herein, the Application does not provide "affordable housing." The Application is deficient and the dormitory use cannot be considered or approved as currently applied for.

By definition, the other proposed ACP housing units (the studios, and the two- and three-bedroom units) do not qualify as "academic housing" because they are not dormitories or bunkhouses and are not permitted in the Academic zone district. LUC § 26.710.230. Therefore, the Application requests a use variation, to allow ACP multi-family housing within the Academic Zone District, especially for the duplexes located along North Street. *Application* pp. 48-50; 56-57. Per LUC § 26.445.060, City Council shall consider the following standards related to use variations:

> (a) The proposed use variation is compatible with the character of existing and planned land uses in the project and surrounding area. In meeting this standard, consideration shall be given to the existence of similar uses in the immediate vicinity, as well as how the proposed uses may enhance the project or immediate vicinity.

(b) The proposed use variation is effectively incorporated into the project's overall mix of uses. In meeting this standard, consideration shall be given to how the proposed uses within a project will interact and support one another.

(c)The location, size, design, and operating characteristics of the proposed use variation minimizes adverse effects on the neighborhood and surrounding properties.

(d) The proposed use variation complies with applicable adopted regulatory plans.

In its argument for the use variation, the Application states that the proposed ACP units along North Street, consisting of a three-bedroom and studio unit in on each building, are "designed to function like a single-family home with an Accessory Dwelling Unit (ADU), which is consistent with the existing uses in the neighborhood." *Application*, p. 50. The interior units, of mixed design and multiplex clearly do not function as single-family homes—indeed, there are 8 proposed buildings that will have 31 units within them. *Application*, pp. 44 & 55. These units are multi-family and allow for over 100 occupants at any given time. The adjacent zone district to the proposed ACP housing is the R-6 Zone District described in LUC § 26.710. 040. That zone district only allows for new triplexes and fourplexes if they are 100%, deed-restricted affordable housing, *Id.* at § 26.710.040(b)(4). As defined in the APCHA Guidelines, this means any occupants of these multi-family homes must be permanent residents of Aspen. Conversely, the occupants of the ACP housing will be visitors, not long-term residents of the neighborhood, demonstrating further that the proposed use of the ACP housing does not comport with the existing uses of the area. The housing units proposed for ACP are more akin to short-term rentals, which are defined in the LUC § 26.54.020 as residential use and occupancy of a dwelling for less than thirty (30) days for a fee. Short-term rentals are not allowed in the Academic zone district. LUC § 26.530.030(c)(1).

The LUC itself states that any existing multi-family units within the R-6 Zone District that are not affordable housing are a "nonconforming use." LUC § 26.710.040(b)(5). As such, allowing new multi-family housing that is not affordable housing does not comport with the existence of similar uses in the immediate vicinity; it would only comport with a limited number of nonconforming uses, if any, that exist in the area. Further, even though the R-6 zone district allows for limited number of short-term rentals, 8 out of the other 9 permitted uses in the R-6 Zone District pertain to long-term residence. LUC § 26.710.040(b). Building housing for visiting scientists is not compatible with the character of the existing land uses.

Most important, however, building a large physics campus and housing for visiting physicians will almost certainly create serious "adverse effects on the neighborhood and surrounding properties." As explained in the Application, the ACP alone brings "roughly 550 physicists" to Aspen over the summer and "approximately 500 physicists" during the winter. *Application*, p. 50. The proposed housing plan would bring in over 1,000 visitors annually to a predominantly residential neighborhood. This would have a significant adverse impact on the neighborhood, including traffic and parking (as only 6 parking spaces will be provided specifically for the housing and specifically for the units on North Street). This factor alone weighs heavily against allowing for a use variation to build the short-term housing that ACP proposes.

No matter what the ACP attempts to label its proposed housing—academic housing or otherwise—the housing is not permitted in the proposed zone. The only way this housing could be built

would be if the Applicant received a use variation. However, such use variation should not be granted, as the proposed housing does not comport with the existing housing and there would be serious adverse effects in the surrounding neighborhood. Nor does this proposed use variation comply with "applicable adopted regulatory plans," as it flies in the face of the affordable housing goals, definitions and guidelines. Further, such residential unit use was clearly not contemplated in the Aspen Meadows Planned Development approvals or this A Zone District. Even dormitories, which are more in keeping with this being a campus with temporary guests, are a conditional use.

III. The ACP Proposal Should Be Denied Because It Would Create Major Parking Issues for City Residents.

ACP's proposals to mitigate its failure to comply with the Land Use Code's parking requirements are woefully inadequate, and the Staff Report for the 10/15/25 P&Z meeting states the same at p. 20. There will be 2 parking spaces for each of the 3 residential buildings (duplexes-studio on the bottom, three-bedroom on the top) developed on W. North Street and no parking spaces dedicated to the residential units proposed on the north part of the ACP property, though a 20 space parking lot will remain (*Application* p. 36-37; 50; 92-97; 215-218). Thus, ACP must meet the special review requirements found at LUC § 26.515.080, including a showing that parking onsite is "practically difficult or results in an undesirable development scenario." Such has not been shown. Nor is ACP providing any off-site parking; in fact, it repeatedly states that its parking management plan, to be provided to all ACP program participants, will specifically prohibit street parking. ACP is solely relying upon participants' self-motivation to not use cars and an offering of 150 bicycles (which are by and large not as usable in the winter).

Lofty goals to be sure, but how can ACP ensure that participants will not bring, rent, use, or need cars? The short answer is: it can't. Here's why:

- Clearly, participants who drive, not fly, to Aspen will have to park their vehicles somewhere.
- Plus, some physicists and their family members may have mobility issues, making the use of bicycles or public transit difficult or impossible.
- The Application is devoid of any discussion of meeting ADA requirements or what reasonable accommodations must be made to visitors who need vehicular transportation.
- Furthermore, winter weather can make all proposed alternatives impractical. The development of units on W. North Street will eliminate 10-15 of the on-street public parking spots and ACP will only replace 6 of these, creating parking issues for the surrounding neighborhood.
- At any given time, there could be 70 participants on the ACP campus if all of the housing is full, yet only 26 parking spaces, 6 of which will be allocated to 6 units (which can house up to 12 people). ACP is thus representing that at least half of its participants/families will not bring a car, as evidenced by nothing verifiable or empirical but rather merely anecdotal "living memory."

- In fact, there's a good chance that by offering free or low-cost short-term housing, *more* participants will bring their cars so they can visit surrounding areas (e.g., Independence Pass, White River National Forest, Maroon Creek, Castle Creek, and surrounding areas).

In sum, the parking variance should not be granted.

IV. The Public Trail Easement on the South of the Property Must Be Eliminated.

The most current plat of the ACP property, Amendment 3, was recorded on September 6, 1996, at Reception No. 396738 of the Pitkin County real property records ("ACP Plat"). Applicant specifically states that the ACP Plat currently governs the ACP property. *Application*, p. 10. The Application described the east-west existing trail (separated from but parallel to North Street) on the ACP Property as an "unimproved foot path" and "informal, non-historic path" that "exists along the south property line, in the middle of the vegetated area," which "path" will be replaced with a 6' sidewalk attached to North Street. *Application*, pp. 39 & 47. In the same breath, the Application states on Exhibit A.5, p. 82 that "historical trail access will be maintained." The ACP Plat clearly shows a platted 8' wide trail easement in the "unimproved foot path" location ("Trail Easement"). *ACP Plat*, p. 4. The Owner's Certificate on the ACP Plat states that owner does "hereby grant to the City of Aspen for use by the public the trail easements on Lot 3 shown hereon." *Id.* at p. 1.

The Applicant's description of the Trail Easement is disingenuous and misleading. Applicant has represented in the Application in public hearings that there is no official Trail Easement—i.e., no platted or recorded easement in this location. *Application*, p. 39. Such representation is patently untrue. Therefore, the Application needs to be amended to include a formal request to vacate the Trail Easement via a separate agreement approved by the City, which would need to be recorded, or the Applicant must go through the plat amendment process to remove or relocate the Trail Easement. *See* LUC § 26.480.090. In fact, the ACP Plat was an amendment to the original plat of the Aspen Meadows property (which original plat was recorded on June 24, 1991, at Reception No. 340938 of the Pitkin County real property records ("Original Plat"), which is described on p. 10 of the Application). The ACP Plat actually vacated an east-west pedestrian trail easement further north on the ACP Property (from the corner of Gillespie and 6th Street west across the ACP Property) and created the existing Trail Easement. *Compare Original Plat* at p. 2 *with ACP Plat* at p. 1. As the plat amendment process was the mechanism for vacating that original east-west pedestrian trail easement and creating the Trail Easement, that same process should be used in this instance. The Application does not request a plat amendment or separate deed vacating the trail easement and is thus deficient. The public must be given the opportunity to actively participate in that specific process. As with the failure to apply for a conditional use permit for the dormitory, this is a significant and fatal flaw in the Application that warrants denial.

Further, Staff has communicated to the Applicant and P&Z that it does not like this trail realignment into the right-of-way, especially as this is a trail for the public's benefit—such realignment is not a comparable easement. *See p. 13 of Staff Report to P&Z 11/5/25*. Design Workshop, Applicant's representative, describes how this new trail alignment along W. North Street crosses driveways for the W. North Street units, exacerbating pedestrian and vehicle conflict. *See Memo from Design Workshop to City dated 10/6/25.* If there is going to be a realignment of this public trail easement, such needs to provide a comparable, safe pedestrian experience and follow the correct process for relocation.

V. Additional Adverse Impacts on Surrounding Neighborhood.

In addition to the ACP proposal's being incomplete and contrary to the clear directions from the City Code and APCHA regarding affordable housing, the ACP proposal will result in other adverse effects on the neighborhood. It will result in more ACP participants being out into the neighborhood streets in order to move around campus due to the "relocation" of the Trail Easement. As stated above, it will also eliminate street parking along W. North Street with the construction of 3 duplexes. Further, construction of these units will have adverse effects on neighboring properties, which will be elevated if the 10-year vesting period is granted, as the construction may occur in stages throughout the entire campus (not just ACP) for many years, resulting in continuous construction traffic and noise. The use variance to allow residential units by ACP on W. North Street will not minimize the adverse effects thereon and are not compatible therewith. The units will be short-term rentals, disrupting a neighborhood that consists mainly of long-term occupancy (p. 58 of the *Application* states that in a year, there will be 550 participants using the housing, parking, and traffic). All of the parking mitigation proposed by ACP relies upon internal agreements—how will it enforce the "no street parking" requirement? Staff has raised this issue for P&Z (*See p. 10 of Staff Report for P&Z 11/5/25*). The proposed W. North Street unit construction will also eliminate mature trees and vegetation; although ACP proposes to replace this, it will not be instantaneous and, if not well-kept, will fail.

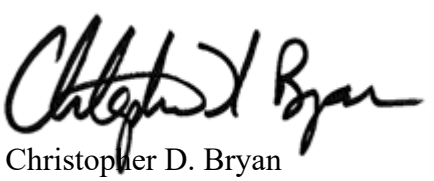
The North Street units, in particular, will have an adverse effect on the surrounding neighborhood. These proposed duplexes are out of character with the surrounding West End neighborhood, both in their size and density. As discussed in more detail in Section III above, these units are located on a main through street, and their construction will result in cars backing out of driveways into traffic and will eliminate *public* roadside parking for music and other events. Further, as described in Section IV above, with the elimination of the trail in this area to be replaced by a sidewalk, the cars parked at these units will also be backing up across the pedestrian walkway to enter the street, creating a dangerous situation for pedestrians. Finally, as discussed above in Section I above, Applicant has shown no real need for ACP to have this non-affordable housing, and certainly not at this density or effectively off campus. These units need to withdrawn from the Application. There is no reason to grant the request for a ten-year vested rights period; such will only add insult to injury for the neighbors, creating ten years of disruption by construction traffic and noise, loss of more street parking for construction vehicles and dangerous situations for pedestrians. Staff has raised these exact concerns. *See Staff Report for P&Z Meeting on 11/5/25*. Applicant continued to argue over the content of the P&Z Resolution recommending approval well into the end of 2025, and such has still not been executed.

In sum, it is clear that the ACP proposal is a classic example of trying to fit a square peg in a round hole. ACP's presentation of a purported affordable housing project is window dressing that does not hold up to scrutiny. The "pitch" by ACP should not cloud the City Council's judgment. Residential use (beyond dorms) was not contemplated in the creation of the zone district or planned development and there are reasons for that—it simply does not fit. And certainly, the City should be very hesitant to effectively expand "affordable housing" to short-term use. The can of worms that would open may very well come back to bite the City in the form of undermining and contradicting the City's short-term rental restrictions and regulatory scheme. City Council should not pass this Ordinance on first reading and should not set it for public hearing. The Application must be separated for the ACP proposal to stand alone and proceed solely on its own merits and revised to address the issues set forth herein.

Please let me know if anyone would like to discuss these issues further before all parties involved spend additional time and financial resources on this matter.

Very truly yours,

GARFIELD & HECHT, P.C.



Christopher D. Bryan

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February 18, 2026

CHRISTOPHER D. BRYAN
cbryan@garfieldhecht.com

Via E-Mail
Nicole Henning, City Clerk
E-mail: nicole.henning@aspen.gov

RE: Aspen Meadows Affordable Housing Project
Major Amendment to a Planned Development, Growth Management Quota System, Certificates of Affordable Housing Credits and Related Reviews
City Council – Second Reading of Ordinance #05-2026, February 24, 2026

Dear Nicole:

As you are aware, this law firm represents the West End Community Association ("WECA"), a Colorado non-profit consisting of a group of homeowners in Aspen's historic West End neighborhood. We submitted a public comment letter on behalf of WECA to the City Council in advance of their January 27, 2026 first reading of the ordinance for the above referenced Application. A copy of that letter is attached hereto. In addition to that January 21, 2026 letter, which must be part of the record for the Application as it goes to the public hearing and second reading on February 24, 2026, this letter will serve as WECA's additional public comments on the Application to the City Council, specifically focusing on the Aspen Center for Physics' ("ACP")[1] proposal – also to be included as part of the record. **Please promptly disseminate this written public comment to the Mayor and City Council members and to the appropriate City of Aspen staff members** and include it in the packet for the City Council meeting**.** We reserve the right to provide oral public comment on the Application at the February 24, 2026, meeting before City Council regarding the Application. It is our understanding that no amendments to the Application, and specifically the ACP proposal, have been filed since the first reading before City Council on January 27, 2026.

I. The ACP Proposed Housing Is Still Not "Affordable Housing."

This issue was raised by Council members at first reading, questioning whether these weren't just short term rentals. Although Applicant submitted a memorandum dated February 6, 2026 (copy attached, "2/6/26 Memo") that ostensibly answers this question, and others, it actually makes very clear that the leases for the ACP units are only for 1-3 weeks. With the provided chart, Applicant shows that the units will only be vacant 16 weeks out of the year (which are not in a row, so cannot be rented to employees of other entities at the Aspen Meadows Campus or businesses in Aspen). *See* 2/6/26 Memo at p. 4, Table 1. In fact, when City Staff contacted APCHA for recommendations as to how to distinguish this from short-term rentals, APCHA responded, "[t]hat is not a question for APCHA. That would be more of a question

[1] All defined terms herein shall have the same definition as described in our January 21, 2026 letter.

for the City as they have short-term rental regulations." *See* Emails between Jeffrey Barnhill and Cindy Christensen dated 2/6/26 (attached hereto). Although Applicants state that these ACP units cannot be used for market rate short-term rentals, by allowing participants to bring their families certainly appears to be a vacation rental program. Clearly, neither entity believes that it can say with a straight face that these *aren't* short-term rentals.

Draft Ordinance #05, Series of 2026, states that the "maximum rental rate that will be charged will be based on the [APCHA] category of that specific household and in accordance with the APCHA Guidelines." pp. 18-19. This means that prior to renting a unit to an ACP participant and their family, ACP is going to have to ask for proof of income every time in order to set the rental rate. Participants likely will not be thrilled to have to provide this information and the amount of staff time to do this calculation for each unit for each session will be an undue burden on those employees. The deed restrictions will be self-policing since the rental terms are less than six months. *See* Draft Ordinance #05-2026 Section 5, pp. 19-20. There is no assurance that the deed restrictions and APCHA Regulations will be followed or enforced. Applicants also insist that these proposed housing units further the purpose of the Academic Zone District (2/6/26 Memo at p. 4), yet that zone district contemplates faculty or students to be housed in *dormitories*, not apartments. *City of Aspen Land Use Code ("LUC")* § 26.710.230(c)(1). As stated in our January 21, 2026, letter, and described in the LUC, apartments are not an enumerated allowed use, and ACP cannot meet the requirements for a use variance therefore.

II. The Proposed ACP Housing Is Still Not Compatible With the Neighborhood.

As set forth in the preceding paragraph, the ACP units will be occupied for 1-3 week periods. *See* 2/6/26 Memo at p.4. The disruption to the West End neighborhood due to the quick turnover of the units will be significant, and akin to having 33 short-term rental units in a small, concentrated area. *See* Draft Ordinance #05, Series of 2026 at p. 17. The LUC would never allow this many short-term rentals in this compact area; in fact, only 81 short-term rental permits are allowed in the *entire* R-6 Zone District (the zone district that includes the West End). *See* LUC §26.530.030(C)(1)c. On Fourth Street alone there will be 6 units, with "tenants" changing over in short periods. The adverse impact is immense.

Applicants state that like all APCHA units, "tenants are responsible for cleaning after themselves, a plumber would be called when there is a plumbing issue, and the owner is responsible for ensuring compliance with the approval and deed restriction." 2/6/26 Memo p. 6. Are ACP participants going to have information about trash and recycling collection? Will professional cleaning services be provided between each rental of a unit? The latter will also create more traffic and exacerbate the lack of parking. Applicants claim that the "proposed use and scale of development is consistent with the purpose of the Academic zone district, the overall scale of the neighborhood, and the residential and academic uses that have existed for over 50 years." *Id.* This statement is patently false. As we analyzed in detail in our January 21, 2026 letter, housing units are not allowed in the Academic zone district and dormitories are only allowed by conditional use permit (a process that is being completely ignored by Staff and the Applicant). ACP has never had apartment unit housing, nor has that part of the campus ever housed the program participants. This project will be a *substantial change* from the uses that have existed on the ACP campus for the last 50 years.

III. The ACP Proposal Still Creates Major Parking Issues for City Residents.

ACP's proposals to mitigate its failure to comply with the Land Use Code's parking requirements remain woefully inadequate. Applicant states that it is "providing more transportation mitigation measures than the code requires." 2/6/26 Memo p. 9, Table 2. As outlined in detail in our January 21, 2026 letter, ACP is solely relying upon participants' self-motivation to not use cars and an offering of 150 bicycles and WE-Cycle support (which are by and large not as usable in the winter, and assumes that the majority of the program participants and their family members can ride bikes, though there is no mention of providing bikes for children). Like with the requirement for participants to provide their income to ascertain the rental rate they are to be charged, ACP is requiring participants not to bring cars (unless in the North Street housing). *Id.* What does that mean for the participant who wants to drive to Aspen and stay in a dorm? Or brings a family and the North Street Units are not available? This is a lofty commitment, but may not be realistic in execution. Further, a variance from the parking requirements in favor of these mitigation measures should not even come into play unless ACP can show that parking onsite is "practically difficult or results in an undesirable development scenario." *See* LUC § 26.515.080. Such showing has not been made. The self-policing and enforcement of these restrictions by ACP will create undue burdens on ACP Staff.

IV. Applicant Has Not Adequately Addressed the ACP Trail Issues.

As outlined in our January 21, 2026 letter, the most current plat of the ACP property, Amendment 3, was recorded on September 6, 1996, at Reception No. 396738 of the Pitkin County real property records ("ACP Plat"). Applicant specifically states that the ACP Plat currently governs the ACP property. *Application*, p. 10. The Application described the east-west existing trail (separated from but parallel to North Street) on the ACP Property as an "unimproved foot path" and "informal, non-historic path" that "exists along the south property line, in the middle of the vegetated area," which "path" will be replaced with a 6' sidewalk attached to North Street. *Application*, pp. 39 & 47. In the same breath, the Application states on Exhibit A.5, p. 82 that "historical trail access will be maintained." The ACP Plat clearly shows a platted 8' wide trail easement in the "unimproved foot path" location ("Trail Easement"). *ACP Plat*, p. 4. The Owner's Certificate on the ACP Plat states that owner does "hereby grant to the City of Aspen for use by the public the trail easements on Lot 3 shown hereon." *Id.* at p. 1.

In its 2/6/26 Memo, Applicant completely avoids addressing the fact that this is a *platted recorded easement* and that a formal request to vacate the same must be submitted, or Applicant must go through the LUC § 26.480.090 process to amend the plat to remove or relocate the Trail Easement. City Council should not allow Applicant to move forward treating this as an "informal foot path," doing so could set dangerous precedent for other dedicated public trail easements. Further, although Applicant has clarified that there will be a vegetated buffer between the North Street sidewalk and the street/housing (2/6/26 Memo p. 12), such is still vastly different from the experience of the Trail Easement as it exists today. Applicant claims that the current unpaved trail is not usable in the winter; again, such statement is false because like most unpaved trails around the city, folks still use it and pack down the snow.

CONCLUSION

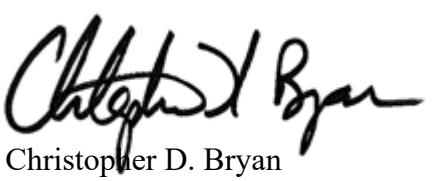
In sum, WECA reiterates the analysis and issues raised in its January 21, 2026 letter as all are still applicable to the Application, even with the additional information submitted by Applicant. This letter

addresses that additional information and demonstrates that it does not remedy the issues raised now by the public and City Council (at first reading). The ACP portion of the Application must be denied.

Please let me know if anyone would like to discuss these issues further before all parties involved spend additional time and financial resources on this matter.

Very truly yours,

GARFIELD & HECHT, P.C.



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Jeffrey Barnhill

From: Nicole Henning
Sent: Thursday, February 19, 2026 10:20 AM
To: City Council
Cc: Jeffrey Barnhill
Subject: FW: Public Comment Letter for Second Reading of Ordinance #5-2026 (Aspen Meadows) - 2.24.26 City Council Meeting
Attachments: West End Community-ltr-City Council-2.24.26-pubic comments-Aspen Center for Physics(3383446.1)(3383722.1).pdf; West End Community-ltr-City Council-1.27.26-pubic comments-Aspen Center for Physics(3364783.1).pdf; ACP-City and APCHA emails-2.9.26(3383719.1).pdf; ACP-2.6.26-Applicant memo(3383718.1).pdf

From: Mary Elizabeth Geiger <megeiger@garfieldhecht.com>
Sent: Wednesday, February 18, 2026 9:05 PM
To: Nicole Henning <nicole.henning@aspen.gov>; Kate Johnson <kate.johnson@aspen.gov>; Public Comment <publiccomment@aspen.gov>
Cc: Tracy Terry <tracy.terry@aspen.gov>; Chris Bryan <cbryan@garfieldhecht.com>
Subject: Public Comment Letter for Second Reading of Ordinance #5-2026 (Aspen Meadows) - 2.24.26 City Council Meeting

Nicole- please ensure that these attachments are put in the Council packet and are distributed to the Mayor and City Council members in advance of the 2/24/26 Council meeting. Let me know if you have any questions. Thank you,
Mary Elizabeth

Mary Elizabeth Geiger
Senior Counsel

Garfield & Hecht, P.C.
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Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 11:18 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing for Aspen's unique institutions

Follow Up Flag: Follow up
Flag Status: Flagged

From: Steve Giddings <sbgiddings@cox.net>
Sent: Tuesday, February 17, 2026 11:15 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Housing for Aspen's unique institutions

Dear Aspen Council and Staff,

Three institutions that help make Aspen such a special place — the Aspen Music Festival and School, the Aspen Institute, and the Aspen Center for Physics — need the Council's support if they are to continue to thrive and contribute to Aspen. Increases in local housing costs have made it increasingly difficult for them to accommodate their participants, and they urgently need to build housing to continue to do so.

I first informally visited the Aspen Center for Physics as an undergraduate student from Utah around 1982. Since then I have returned numerous times over a decades-long career spanning Princeton, Harvard, and UC Santa Barbara. During my visits to Aspen I have had many collaborations and discussions that have been key to the development of the science we are pursuing. The Center's atmosphere is unmatched, and has continued to advance world-leading research in physics. It has contributed to numerous major developments in areas ranging from early Universe cosmology to black holes to elementary particles and string theory to study of novel materials. The Aspen Center for Physics is not only world-renowned, but has continued to reach out to the community of Aspen, and beyond via online recordings, through its public lectures and other events. Just last summer I had the pleasure of giving one of these public lectures to Aspen's unique, engaged, and vibrant community.

But over these decades I've seen the change of conditions that now threatens the future of the Center. Many visiting physicists can no longer be housed in Aspen, and are moved downvalley. On two recent visits, I stayed in Snowmass — resulting in daily commutes, contributing to the traffic jam into Aspen. (Many Center visitors who stay in Aspen simply travel by bicycle.) With the continued squeeze on the Center from housing prices, its future viability is at stake.

I urge the Council to consider the unique value of the Aspen Center for Physics and its sister institutions, the Aspen Music Festival and School and the Aspen Institute, and support their effort to build modest housing to continue to accommodate their participants and extend their contributions to the remarkable place that is Aspen.

Sincerely,

Steve Giddings

Distinguished Professor of Physics
University of California, Santa Barbara

Jeffrey Barnhill

From: Rachael Richards
Sent: Thursday, February 26, 2026 1:47 PM
To: Jeffrey Barnhill
Subject: FW: Aspen Meadows Housing as Proposed Should be Rejected

This is an older letter that may not have been forwarded before- Please include in your newest public comment packet-
Thanks Rachael

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Ashton Hudson <ashton@rockcreekcapital.com>
Sent: Monday, February 23, 2026 11:57 AM
To: City Council <council@aspen.gov>
Subject: Aspen Meadows Housing as Proposed Should be Rejected

The West End has always generously accommodated cultural institutions that define Aspen's character. We take pride in being home to the Music Festival, the Aspen Institute, and the Physics Center. We welcome visitors to parks, concerts and events, and we understand that some level of traffic and activity is inevitable.

But there are limits. The "Housing the Aspen Idea" project exceeds those limits by a wide margin. As Mayor Richards said at the January 27th Council Meeting, "....where we're at right now is well too much of an ask...."

The complete failure to conduct a through traffic analysis is disqualifying. The grossly inadequate parking is unacceptable. The misleading characterization as workforce housing is troubling. The bundled application process is inappropriate. The lack of construction impact planning is irresponsible. The 10 year vesting is grossly protracted. And the absence of basic project details suggests this proposal is premature at best.

The City Council should reject this application and require the applicants to return with properly separated, fully

analyzed, appropriately scoped proposals that actually address our community's workforce housing needs while respecting the character and livability of the West End.

Our neighborhood contributes a great deal to Aspen's cultural life. We deserve better than a rushed political process and a fundamentally flawed application.

Respectfully submitted,
Ashton Hudson

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 4:59 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Affordable Housing Proposals from Aspen Institute, Aspen Music Festival & Aspen Center for Physics

---

From: Nicola Lees <nlees@aspenartmuseum.org>
Sent: Monday, February 23, 2026 4:55 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Affordable Housing Proposals from Aspen Institute, Aspen Music Festival & Aspen Center for Physics

To the Aspen City Council:

I am writing on behalf of the Aspen Institute, Aspen Music Festival, and Aspen Center for Physics, to voice my support for their pending proposal to rezone and build affordable housing in Aspen.

As the CEO and Artistic director of the Aspen Art Museum, I am keenly aware of Aspen's importance as a creative and cultural center. One of the greatest challenges faced by organizations in the valley is affordable housing. I support all opportunities for this challenge to be alleviated.

By allowing these organizations to gain security and stability, our community flourishes.

I look forward to hearing the results of tomorrow's meeting.

Best wishes,
Nicola

--
Nicola Lees
Nancy and Bob Magoon Director
Aspen Art Museum
637 East Hyman Avenue
Aspen, CO 81611
t: 970.925.8050
c: 646.460.4560
www.aspenartmuseum.org

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Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:20 AM
To: Jeffrey Barnhill
Subject: Fw: aspen meadows Expansion housing project

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From: Jessie Mann <jmann@activecyber.com>
Sent: Wednesday, February 18, 2026 8:35 PM
To: City Council <council@aspen.gov>
Subject: aspen meadows Expansion housing project

Honorable Mayor and Esteemed Members of the Aspen City Council:

We live at 639 N 4th street and have following concerns about ghe Music School Housing expansion:

We are very concerned about the intended usage of the Music School units. Our understanding is that these units will primarily be used by staff and students during the summer months and then made available to other non-profit organizations at other times. This arrangement appears to effectively allow short-term occupancy or rental by various groups, which could turn these units into short-term hotel- or condo-style accommodations. Such usage would be fundamentally different from the original zoning intent and restrictions for this property.

The current traffic flow will be significantly impacted by adding a 4th Street entrance to the music school parking lot. We already have substantial pedestrian and bicycle traffic along 4th Street. Allowing vehicle entry and exit from Main Street and Smuggler through 4th will interfere with the pedestrian walkway and create serious safety and congestion concerns. I hope you will carefully review the original intent of the Planned Development (PD) and the existing zoning. The original limitation of access and usage was specifically designed for the school dormitories—and those conditions have not changed.
Furthermore, these units should not be converted into short-term rentals for individuals not affiliated with the Music School or the Aspen Institute. Such use would clearly contradict the intent and spirit of the original zoning approval.

Please do not rush approval of this project without clearly balancing west end neighborhood impact and the needs of Music school within the original PD limits.

-regards,
Jessie Mann
639 N 4Th Street
972-839-8600
www.activecyber.com

Jessie Mann
972-839-8600

https://url.avanan.click/v2/r01/___www.activecyber.com___.YXAzOmNpdHlvZmFzcGVuOmE6bzo1ZDY1NzM5Y2NhMzY4ZWU1NWFiMDc0N2ExNjBkOWE5ZTo3OmZmNjU6ZTVmZGJjYmRiNzdjZjk3MjNiYWE3MTBlYjk1YThiZTE2NTZmMDlhZjRhOTJjNzczZWQ1M2YwMjNhMGMxYmYzMTp0OkY6Tg

Lisa Markalunas
15 Williams Ranch Court, Aspen, CO
Mailing: P.O. Box 8253
Aspen, CO 81612
(970) 925-8623

February 22, 2026

City Council, City of Aspen
407 Rio Grande Place
Aspen, CO 81611

RE: Housing the Aspen Idea - Land Use Application – Aspen Meadows – 845 Meadows Road
City of Aspen, City Council - Second Reading, 02/24/2026

Honorable Mayor Richards and Council Members:

As an Aspen native who was born and raised in Aspen's West End that at one time was full of working families, I feel I am well steeped in background and knowledge to be able to comment on the proposal before you.

The recent attempt by the applicant to address questions from Council's first reading is astounding in its representation that their parking study states that parking is not at 100% capacity on public street in the West End during Sunday and Friday concerts on two dates in August, 2024 and only approaches 100% in the lots at concert hour. I can assure you what I have witnessed is that parking is completely at capacity, often with illegally parked cars on street corners, in blocks with no parking on certain sides of the street or blocking resident driveways, parking on neighborhood lawns and in any nook and cranny of City ROW parcels. **To maintain that the neighborhood is not parked to capacity beyond Gillespie and not parked south to at least Smuggler Street, if not beyond to Francis, for both Friday and Sunday concerts, well before concert time is counter to my observations over the last 35-40 years.** In recent years, people are now parking on Meadows Road and walking the footpaths to the Tent; more peaceful than dodging traffic on neighborhood streets.

Much of this traffic, all year long, but most acutely felt in the summer months, can be attributed to existing (and only increasing) hundreds if not thousands of attendees to the events generated by the three non-profit applicants to this proposal. Often the MAA closes their parking and Aspen Institute events spill into the neighborhood for even smaller events at Paepcke Auditorium.

It is unfathomable to think that the Aspen Center for Physics can add 34 units comprising 63 bedrooms and expect anyone to reasonably believe that they will not increase their parking requirements or their traffic impacts. Their weekly lectures alone generate parking and traffic on neighborhood streets that they refuse to acknowledge. Expansion will generate more participants on-site twenty-four hours a day, seven days a week in all seasons. To say that they generate absolutely no parking or traffic impacts is disingenuous at best. Their staff drives a minimum of 3-4 vehicles every day to work, year-round, from off-site. If the full-time staff are not willing to take mass transit, WE-Cycle, bicycle or walk from 8th and Hallam transit stops, how can we possibly believe that their visiting physicists will do the same or that any of their transit alternatives or parking limitations this will be enforced?

The Aspen Center for Physics is asking for three times the requests of the MAA and the Aspen Institute. The scale of these new operations is equivalent to a short-term, boutique hotel, 64% the size of the existing Aspen Meadows (98 guest suites). Not once have they offered to reduce the "ask", to reduce the number of units they are requesting to be placed on every open area of their once precious "Circle of Serenity that used to encircle their entire parcel.

I will state again, the relocation of the existing dedicated public trail easement from the Physics parcel and as proposed onto City property is a significant deterioration of this historic and legally prescribed, but now suddenly not recognized, public amenity and serves to push the pedestrian access into an already heavily impacted by vehicle traffic street area. It destroys the pocket open space that we as neighbors have maintained for decades, planting daffodil bulbs, removing trash and fallen branches every spring that fall in this area often neglected by both the City of Aspen and the Aspen Center for Physics. It is unconscionable that you would destroy this area with driveways, parking pads and overall impacts on the historic ditch areas and these remaining wildlife corridors. **The number of units at the Physics Center should be reduced significantly, and any proposed buildings should all be located North of Stranahan Hall.** The existing public trail easement should be maintained in its current off-street location on the applicant's property as a requirement of maintaining historic public access to these important open space parcels conserved by prior West End residents and land conservation organizations. Both the existing 7th Street and the North Street from 6th Street trail easements are both heavily-used pedestrian corridors sheltered from traffic and vehicular hazards. It is not possible to maintain a winter access for anything along the street which is heavily impacted by street snow plowing in normal snow years.

The Aspen Center of Physics in the 1990s approvals emphasized the importance of their "Circle of Serenity" to their campus. The "Circle of Serenity" has now shrunk to jsut the interior lawn. Now they want to throw all of that out to put buildings on all of the areas of remaining open space surrounding their campus. They will build right up the armillary sphere, gifted to them by my family, making it inoperable or requiring that it be relocated away from public trail access and viewing. This proposal is an insult the generosity to them that this gift was made. **They themselves are representing that they will not house even one of their employees on-site**. The increase in employees or contractors to fulfill housekeeping and maintenance requirements for the new short-term physicist housing will actually increase employees for the site and there is no proposal to house any of this new generation in support personnel for 30,000 plus square feet of visitor accommodations. As represented in their recent response to Council questions, it is doubtful these Physics scholars will not clean their own units at turn-over time.

I think we need to understand "affordable housing" and the need for long-term, year-round resident employee housing. It is a stretch to believe that what they are proposing is housing that will contribute to the Aspen community or its vibrancy as a year-round community, not just an event promoting, seasonal offering of what has become an overburdened and overspun summer tourism and visitor economy. Most of what is proposed will only add housing for more of these event-driven calendars and will do little to house little if any of the full-time staff that work for these entities. **It is not reasonable to house the extended family members of physicists on-site. Unit sizes should be limited**. Many of their proposed transit solutions (Downtowner, limos, taxis) still have traffic impacts on residential neighborhoods. The "ask", particularly by the Aspen Center for Physics is too significant to be approved in its current configuration. The public and the neighborhood is being asked to sacrifice too much.

Sincerely,

Lisa Markalunas

Jeffrey Barnhill

From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Thursday, February 26, 2026 1:59 PM
To: Rachael Richards
Cc: Jeffrey Barnhill
Subject: RE: Please confirm these e-mail addresses are valid for public comments to City Council.

Thanks Rachael –

Thought copying in the Public comment e-mail that goes through the City Clerk's office would accomplish the public records piece but will include Jeffrey Barnhill as well on anything else in the future.

Lisa Markalunas
Client Accounting Services
Securely Upload a File to Me

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Thursday, February 26, 2026 1:52 PM
To: Markalunas, Lisa <lisam@reesehenry.com>
Cc: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>
Subject: FW: Please confirm these e-mail addresses are valid for public comments to City Council.

Lisa, Please include Jeffery barnhill in your future emails (he's who I forward to) for the Public Record.
I did forward your emails from Public Comment or to the City Council (which council members get individually).
The Clerk's office has been told to forward all that relate to the Aspen meadows application to him as well-
Just belts and suspenders!
Best Rachael

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, February 23, 2026 10:21 AM
To: Markalunas, Lisa <lisam@reesehenry.com>; City Council <council@aspen.gov>
Cc: Public Comment <publiccomment@aspen.gov>
Subject: Re: Please confirm these e-mail addresses are valid for public comments to City Council.

I am forwarding all these emails to the Clerk and Com Dev thank you

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From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Wednesday, February 18, 2026 4:48:29 PM
To: City Council <council@aspen.gov>
Cc: Public Comment <publiccomment@aspen.gov>
Subject: Please confirm these e-mail addresses are valid for public comments to City Council.

Please confirm these e-mail addresses are valid for public comments to City Council.

Lisa Markalunas
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REESE HENRY
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ASPEN 400 E. Main Street, Ste. 2 Aspen, CO 81611
CARBONDALE 0326 Highway 133, Ste. 200 Carbondale, CO 81623

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Jeffrey Barnhill

From: Rachael Richards
Sent: Tuesday, February 24, 2026 7:48 AM
To: Jeffrey Barnhill
Subject: FW: Aspen City Council - Aspen Meadows - 845 Meadows Road - First Reading, Tuesday, January 27, 2026

Council got this not you!

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Monday, January 26, 2026 9:13 PM
To: Rachael Richards <rachael.richards@aspen.gov>; John Doyle <john.doyle@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Sam Rose <sam.rose@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>
Subject: Aspen City Council - Aspen Meadows - 845 Meadows Road - First Reading, Tuesday, January 27, 2026

Honorable Mayor Richards and Aspen City Council Members:

I am a lifelong resident and fourth generation Aspen native who was born and raised in Aspen's West End at the corner of 6th and North streets directly across the street from the Aspen Center for Physics. I still walk the Aspen Meadows Campus property daily in all seasons and witness the traffic impacts day and night in all seasons but also the increase in use for winter events on what has developed into an event site at the far end of a residential neighborhood.

The proposal for "Housing the Aspen Idea" requested by the three entities of the Aspen Institute, Aspen Center for Physics and Aspen Music Festival and School are distinct proposals and should really be evaluated as independent applications as they all have their own set of impacts and concerns and all of them demand a full level of scrutiny to protect the adjoining neighborhood as well as the Aspen

community. I hope opportunities for public comment will be plentiful and will be made available and considered thoughtfully at the highest possible level.

The relocation of the existing dedicated public trail easement off of Physics' property and onto City property is a significant deterioration of this historic and legally adopted and recorded public amenity and serves to push the pedestrian experience onto an adjacent roadway already heavily impacted by vehicle traffic both from Aspen Meadows Campus events and evening commuters avoiding the perennial backups on Main Street. It destroys the pocket open space that we as neighbors have maintained for decades, planting daffodil bulbs, removing trash and fallen branches every Spring and Fall. It is unconscionable that you would destroy this area with driveways, parking pads and overall impacts on this historic ditch area and wildlife corridor and this significant trail easement. Historic public access to these important open space parcels should be maintained. This area along the 700 block of North Street should not be impacted by the proposed six new units placed on the Physics' self-proclaimed "Circle of Serenity" and that destroy this existing and well used public trail easement that was relocated to this location a requirement of them building the Smart Hall office/administrative building on the former trail easement in the 1990s. As your chair of the City of Aspen P&Z said at their hearing, "An easement is an easement is an easement." She also noted that the three-bedroom homes do not meet the criteria of the dormitory housing allowed by zoning and housing of extended families on vacation does not meet this same intent.

It is unfathomable to think that the Aspen Center for Physics can add 34 units and 63 bedrooms, most in large block buildings, housing 65% of their participants in short-term rentals of 1-3 weeks and expect anyone to reasonably believe that they will not increase their parking requirements, their traffic impacts or their demand for contract services for maintenance and housekeeping. Their weekly lectures alone generate parking and traffic on neighborhood streets that they refuse to acknowledge. This is even before the expansion to more participants on-site twenty-four hours a day, seven days a week. Bicycles and an electric car or two will not offset these impacts. To say that there are no parking or traffic impacts is disingenuous at best. Affordable housing for long-term community members and workers is a far different impact level than effectively a short-term residence hotel use in a residential neighborhood. Such a proposed use is not appropriate under the academic zoning that only allows for dormitories.

I would also express concern about the amount of existing parking overflow allowed along Meadows Road and the high levels of often empty shuttles that overwhelm the neighborhood during the Aspen Ideas, Aspen Security Form and other large annual events. Regular Aspen Meadows shuttles and hotel shuttles run down North Street to and from the Aspen Meadows rather than using the approved and designated Seventh Street access to the Aspen Meadows and add to commuter traffic in the neighborhood.

The Aspen Music Festival and School's plans to remove landscape and reconfigure their parking in an attempt to maintain 247 spaces for the 2,050 seat Music Tent and 500 seat Harris Hall venues. Parking is already woefully insufficient at this location for Music Tent concerts and overflow parking has impacted the West End heavily for decades on Fridays and Sundays in particular. The placement of housing on almost half the existing parking lots and the reconfiguration of primary access to Fourth Street creates significant issues for both the existing pedestrian designation of Fourth Street and will only add traffic congestion to Gillespie Street. All of this need further study and more meaningful solutions.

Lastly, I think we need to understand what they mean by “affordable housing” and the need for long-term, year-round resident employee housing in Aspen. It is a stretch to believe that what they are proposing is housing that will contribute to the Aspen community or its vibrancy as a year-round community. This is really about more event promotion and seasonal offerings in what has become an overburdened and overspun summer tourism and visitor economy. Most of what is proposed will only add short-term housing for more of these event-driven calendars and will do very little to house any of the full-time staff that work for these entities. It is not reasonable to house the extended family members of physicists on-site. Unit sizes should be limited. Recognize that their proposed transit solutions still have impacts on residential neighborhoods.
I encourage you to take the time to properly and thoroughly vet this application as three independent projects, allowing them to be extensively reviewed. Let’s be clear, very little of this is “affordable housing” as what we long-term community members know it. This is a unique parcel and deserves careful and thorough consideration. Events are already at capacity in the neighborhood in many seasons and any expansion of uses, traffic and parking need a thorough and reasonable review to attempt maintain all of the many still special elements we love about Aspen.

Our family has always strived to be good neighbors over our many decades in the West End community and we expect that our non-profit neighbors would do the same by recognizing their impacts and working to move forward in a reasonable manner with proposals that are more measured and meaningful to the community.

Sincerely,
Lisa Markalunas

Lisa Markalunas
Client Accounting Services

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REESE HENRY
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ASPEN 400 E. Main Street, Ste. 2 Aspen, CO 81611
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Jeffrey Barnhill

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Cc: Jeffrey Barnhill
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CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
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Jeffrey Barnhill

From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Monday, February 23, 2026 7:50 PM
To: Rachael Richards; John Doyle; Bill Guth; Sam Rose; Christine Benedetti
Cc: Jeffrey Barnhill; City Council; Public Comment
Subject: Letter of Comment from Lisa Markalunas on Aspen Meadows Housing, 845 Meadows Road - Second Reading - Tuesday, 02/24/26
Attachments: Letter of Comment to City of Aspen City Council from Lisa Markalunas.pdf

Letter of Comment from Lisa Markalunas on Aspen Meadows Housing, 845 Meadows Road - Second Reading - Tuesday, 02/24/26

Please review and include in the public record.

I appreciate your consideration of these comments as part of your review process.

Thank you –
Lisa Markalunas
Lisa Markalunas
Client Accounting Services

E lisam@reesehenry.com
P 970-925-3771 D 970-429-2514 F 970-925-3979
www.reesehenry.com | click here to securely send me files

REESE HENRY
CERTIFIED PUBLIC ACCOUNTANTS

ASPEN 400 E. Main Street, Ste. 2 Aspen, CO 81611
CARBONDALE 0326 Highway 133, Ste. 200 Carbondale, CO 81623

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Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 5:00 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Physics Center housing

From: cmartin@ucsb.edu <cmartin@ucsb.edu>
Sent: Tuesday, February 17, 2026 4:58 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Physics Center housing

Hi,

I write in strongest support of the proposal to construct deed-restricted housing on the campuses of the Aspen Center for Physics, Aspen Music Festival, and the Aspen Institute.

Summer programs in astrophysics at the Aspen Center for Physics have played an important role in my development as a researcher. Fresh out of graduate school in the mid-1990s, a three week program facilitated establishing important, career-long collaborations. Later, in the rush to publish prior to my tenure review, three weeks in Aspen with my co-authors allowed me to get a critical paper submitted to the astrophysical journal. In the following decade, I went on to both lead workshops and then later serve ACP in an advisory role on program selection.

Each of these workshops has also been a return home to the mountains for me. While earning my undergraduate physics degree at the University of Colorado, I developed a love of climbing 14'ners and cross-country skiing. The subsequent opportunities to actually reside in Aspen developed my love of classical music and turned me into a cyclist. Developing on-site housing is a no-brainer. It will allow ACP visitors to continue to get around without the need of a car. It allows families of visiting scientists, artists, and thinkers to interact on the music festival lawn and the local playgrounds.

I am currently a physics professor at the University of California, Santa Barbara. The Munger Physics Residence is a recent addition to our Kavli Center for Theoretical Physics, the KITP. This residence offers a very successful proof of concept. Visitors love it.

Sincerely,
Crystal Martin

UNIVERSITY *of* PENNSYLVANIA
School of Arts and Sciences
Department of Physics and Astronomy
David Rittenhouse Laboratory
Philadelphia, PA 19104-6396

Philip Nelson
voice: (215)-898-7001
fax: 215-898-2010

February 17, 2026

Aspen City Council

Dear Friends:

I write in support of the proposed APCHA governed deed-restricted housing project for the Aspen Center for Physics, and respectfully ask the Aspen City Council approve this proposal.

I have come to Aspen dozens of times to participate in their scientific programs, starting in the mid 1980s. Aspen is almost another home to me. I have given the public Heinz Pagels lecture, served as a General Member, and engaged one-on-one with nonspecialist Aspen residents pursuing their scientific questions.

You will hear many others tell you about the transformative effect of ACP workshops, and certainly I am no exception. As an informal opportunity to meet the most exciting practitioners, to forge long-term collaborations with scientists I would not otherwise have met, and to pursue unexpected new leads, *it has no equal.*

But I want to add that none of that would have helped me, had I been unable as an early-career scientist to attend for financial reasons. At the most critical phase of my career, the Center was able to find affordable housing for nearly every participant *in the town of Aspen.* It is essential to its mission, and indeed to the science it fosters, that this unique feature be preserved.

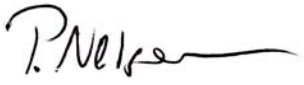
Moreover, the informality of Aspen programs also always meant that crucial conversations in my life were unplanned and likely *would not have happened* had I been staying out of town. Here again, the truly unique value of ACP programs has (for me) relied on housing.

The effect on my and my colleagues' careers has been so profound that I have supported ACP with my own donations, but sadly I cannot significantly move the needle in this way.

I am very impressed by the ACP's careful planning of this proposal and its cooperation with Aspen's other priceless cultural centers.

ACP gives a lot back to its community, so I very much hope that Council will pass this APCHA governed deed-restricted housing project for Aspen Center for Physics.

Sincerely yours,



Philip Nelson
Professor of Physics

Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 11:24 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: ACP housing proposal
Attachments: 26-02-17ACPhousing.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Nelson, Philip C <pcn@physics.upenn.edu>
Sent: Tuesday, February 17, 2026 11:20 AM
To: Public Comment <PublicComment@aspen.gov>
Cc: acp@aspenphys.org
Subject: ACP housing proposal

Here is a letter in support of Aspen Physics Center's housing proposal. Thank you.

Sincerely yours

Philip Nelson
Professor

Letters:
Physics Univ Penn DRL
209 S 33d St
Philadelphia PA 19104
Parcels:
Physics Univ Penn DRL
C/O VLEST
204 S. 32nd street
Phila, PA 19104-4307
http://www.physics.upenn.edu/~pcn
215 898 7001 voice
215 898 2010 fax

Jeffrey Barnhill

From: Cory Garske
Sent: Friday, February 27, 2026 1:56 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Institute/Aspen Music Festival/Aspen Center for Physics housing

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From: Maureen Poschman <maureen@promocommunications.com>
Sent: Friday, February 27, 2026 1:45 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Institute/Aspen Music Festival/Aspen Center for Physics housing

Dear Rachel, Christine, John, Sam, and Bill,

I'm writing to express my support for the housing project being proposed by Aspen Institute/Aspen Music Festival/Aspen Center for Physics. These three organizations are an integral part of Aspen's culture and future, and it's imperative that the community benefit is not overwhelmed by a few NIMBY West End homeowners.

These organizations are solving a piece of the community-wide housing problem by creating the opportunity for its staff and interns to live in deed-restricted housing governed by APCHA rules while simultaneously eliminating commutes, contributing to the community's housing solutions, and keeping the Aspen Idea alive.

It is a priority for our community's long term health that City Council approve this project, which will allow these crucial nonprofits to continue to hire and maintain a local workforce who can stay in Aspen, contribute to the vibrancy in town, and maintain the spirit that Aspen was founded on.

With warm regards,
Maureen Poschman
35 year resident of Aspen and the upper valley

MAUREEN POSCHMAN

M: +1 970.948.3176

INSTAGRAM @MAUREENPOSCHMAN

FB @PROMOCOMMUNICATION

PROMO
COMMUNICATIONS

Jeffrey Barnhill

From: Rachael Richards
Sent: Friday, February 27, 2026 4:40 PM
To: Jeffrey Barnhill
Subject: Fw: MESSAGE TO THE MAYOR AND CITY COUNCIL OF ASPEN COLORADO CONCERNING PROPOSED REAL ESTATE PROJECTS IN THE HISTORIC RESIDENTIAL WEST END NEIGHBOORHOOD

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From: Sam Mosher <sammosher1951@hotmail.com>
Sent: Friday, February 27, 2026 2:21 PM
To: Gene Powell <genepowell@dangensa.com>; City Council <council@aspen.gov>
Subject: Re: MESSAGE TO THE MAYOR AND CITY COUNCIL OF ASPEN COLORADO CONCERNING PROPOSED REAL ESTATE PROJECTS IN THE HISTORIC RESIDENTIAL WEST END NEIGHBOORHOOD

Thank you for sending and sharing this information... you show credibility and common sense... the West End of Aspen for my 53 years here has been a gift to so many including my adult children and grandchildren who are still enjoying this beautiful home... slow down in all our lives. Best , SAM

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From: Gene Powell <genepowell@dangensa.com>
Sent: Friday, February 27, 2026 1:46:20 PM
To: council@aspen.gov <council@aspen.gov>
Subject: MESSAGE TO THE MAYOR AND CITY COUNCIL OF ASPEN COLORADO CONCERNING PROPOSED REAL ESTATE PROJECTS IN THE HISTORIC RESIDENTIAL WEST END NEIGHBOORHOOD

As Aspen West End residents since 1997 and before that regular tenants in the *Residential* West End since the mid-1970s we want to thank the Mayor and City Council for their concern for our historic neighborhood. Your probing and prescient questions at the meeting earlier this week were much appreciated. Following up with that meeting we want to make the following strong and sincere comments and suggestions:

1. The Mayor made the observation, and I paraphrase, that the *Residential* West End is too important and these three projects raise enough questions that we need to slow this process down and get it right. We believe that the Mayor is exactly right!
2. The traffic in the *Residential* West End is currently a totally uncontrolled mess and at this no one can accurately predict what the new construction and the eventual occupancy of the projects will do to

exacerbate already horrendous traffic chaos. Thus the impact of these three projects warrant and the City should require a Level 2 Traffic Impact Analysis (TIA).

3. Following time-tested master planning guidelines strongly indicate that short-term housing is not appropriate in the *Residential* West End, particularly given the additional traffic it will generate. This additional traffic will simply add to an already chaotic situation.
4. The three houses proposed on W. North Street for visiting professors are inappropriate for this section of North Street and should be eliminated or relocated to the rear of the Physics property. The easement on W. North Street should not be altered.
5. In NO way are Affordable Housing Credits appropriate for this project.
6. Paid parking should be implemented in the *Residential* West End to address ongoing congestion. This will discourage participants from driving (and renting cars for visitors staying on property) and will encourage them to use public transportation
7. The proposed 4th Street entrance—where there currently is a bike and pedestrian path that is already being parked on and driven over—will become extremely dangerous for cyclists and pedestrians if formalized as an access point.
8. Council should consider a reduction in the total number of units, particularly given that many units are designated for part-time employees and visiting occupants rather than full-time local workforce housing.

Thank you for allowing us to provide this input. If these three projects are allowed to proceed on their current course they will drastically and dramatically impact the historic Aspen *Residential* West End in a negative way forever. As a result we would sincerely appreciate your serious consideration of our suggestions and comments made above. Aspen's historic *Residential* West End has been a much respected and desired residential location for at least a 120 years. Lets all slow down, take a deep breath and purposefully apply the Hippocratic Oath (First Do No Harm OR Primum Non Nocere) to all of our actions.

As partners and executives (CEO and Secretary) in one of San Antonio's leading real estate development company we have successfully faced similar problems many times in the past 45 years. We have always proceeded with an abundance of caution and extreme care whenever we create a project which will in any way impact existing neighborhoods and neighbors. We are hopeful that the same caution and care will be exercised

by all parties as we move forward with considering the three projects that are currently on the agenda.

Your time and thoughtful consideration is sincerely appreciated. Please feel free to call Gene (office 210-828-7333 or cell 210-260-4786) with any questions you might have.

Sincerely,

Dana and Gene Powell

820 and 822 West Smuggler

Aspen, Colorado

970-925-1836

Gene Powell
President

Wm. E. Powell & Co., Inc.
P: 210-828-7333 F: 210/828-2238
genepowell@dangensa.com

CITY OF ASPEN

City Council Regular Meeting – 2/24/26

Ordinance #05, Series of 2026 - Aspen Meadows Affordable Housing Project

Public Comment Sign In - Sheet A

Name:

1	John Bennett ✓	
2	~~Pete Bibee~~	
3	Steve Falender ✓	
4	Kay Eldredge Left	
5	Diane Moore ✓	
6	Carol Auld Left	
7	Shawn Gerum ✓ ✓	
8	Seth Berger Left	
9	Val Stevenson ✓ Bus in SV, A.C.P.	
10	Linda Davis Left	
11	FRANCIS STUCKENS Left	
12	Joseph Kistner ✓ physics	
13	Elyse Elliott Left	
14	Colleen Collins ✓ 65 year Resident	No parking Gillespie
15	Ryan Dan ✓ Attorney	Major Impact
16	AVA HARTMANN ✓ Aspen Institute employee	
17	Savannah Reid ✓ 775 Meadows Road	
18	PREM DEVADAS ✓ (Salamander)	
19	Clavde SALTER Left	
20	NINA SALTER Left	

CITY OF ASPEN

City Council Regular Meeting – 2/24/26

Ordinance #05, Series of 2026 - Aspen Meadows Affordable Housing Project

Public Comment Sign In - Sheet B

Name:

1	Sherie Sack ✓ Level 2 TIA.
2	GRACIECA HAIM ✓
3	LISA MARKALUNAS ✓ Inasmuch as ASK
4	John MARKALUNAS ✓
5	~~Evelyn Gates~~
6	Cristal Logan ✓
7	Grace ~~Gutierrez~~ Gutierrez ✓ 3rd ~~ST~~ ST
8	Emily Kolbe ✓ 4th ST.
9	Ilona Nemeth ✓ PRO
10	Peter Fornell ✓
11	Dave Wabs Walbert ✓
12	CHARLIE WILLIAMS ✓
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CITY OF ASPEN

City Council Regular Meeting – 2/24/26

Ordinance #05, Series of 2026 - Aspen Meadows Affordable Housing Project

Public Comment Sign In - Sheet C

	Name:	
1	Chris Bryan ✓	physic objection
2	Haley Carmer ✓	Boat Aspen move to 4th St.
3	Heather Stanton ✓	VP of AMM
4	Jenna Koch ✓	employee from C-dale
5	Kate Lanich ✓	
6	SUSANNE MOFFSON ✓	
7	Tracy Eggstand ✓	
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Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, March 2, 2026 7:01 AM
To: Jeffrey Barnhill
Subject: Fw: March 10th City Council Meeting – West End Project Concerns

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From: Dennis Ratner <dfrhair@dfrholdings.com>
Sent: Monday, March 2, 2026 6:10:41 AM
To: City Council <council@aspen.gov>
Subject: March 10th City Council Meeting – West End Project Concerns

Aspen City Counsel:

I would like to voice my concerns for the upcoming meeting.

- This project should require a Level 2 Traffic Impact Analysis (TIA). Otherwise, they are only evaluated on what is occurring inside the campus and not outside in the West End.
- Short-term housing is not appropriate in the West End, particularly given the traffic it will generate.
- The three houses proposed on W. North Street for visiting professors should be eliminated or relocated to the rear of the Physics property. The easement on W. North Street should not be altered.
- Affordable housing credits are not appropriate for this project.
- Paid parking should be implemented in the West End to address ongoing congestion. This will discourage participants from driving (and renting cars for visitors staying on property) and will encourage them to use public transportation (or their bike if they want to attempt to fight through bumper to bumper traffic).
- The proposed 4th Street entrance—where there currently is a bike and pedestrian path that is already being parked on and driven over—will become extremely dangerous for cyclists and pedestrians if formalized as an access point.
- Council should consider a reduction in the total number of units, particularly given that many units are designated for part-time employees and visiting occupants rather than full-time local workforce housing.

I urge you to please consider what is most concerning to the Aspen Community.

Dennis Ratner

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:21 AM
To: Jeffrey Barnhill
Subject: Fw: Letter to Address Meeting on February 24th /Aspen Meadows Project

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From: Meaghan Rubey <meaghan.rubey@gmail.com>
Sent: Wednesday, February 18, 2026 3:52:13 PM
To: City Council <council@aspen.gov>
Cc: rrubey@gmail.com <rrubey@gmail.com>
Subject: Letter to Address Meeting on February 24th /Aspen Meadows Project

Dear City Council,

We want to be clear regarding what we are actually opposing re: The Aspen Meadows "Employee Housing Project". We are **NOT** opposing a project for full time employees to live on the Aspen Institute/Music Festival and Physics center campus. Our concerns focus on the lack of adequate mitigation for:

- Traffic impacts
- Infrastructure and neighborhood resources
- Environmental considerations
- The absence of true full-time employee housing

We are asking for responsible planning and meaningful mitigation, primarily with respect to the Physics application.

Thank you for listening and supporting both this organization and the West End neighborhood.

Best,

Meaghan and Robert Rubey
501 N. 7th Street
Aspen, CO 81611

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 9:51 AM
To: Jeffrey Barnhill
Subject: Fw: Pedestrian access from 8th Street Bus stop to Physics Center/Aspen institute/ Music School

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From: Meaghan Rubey <meaghan.rubey@gmail.com>
Sent: Sunday, February 22, 2026 12:35 PM
To: City Council <council@aspen.gov>
Cc: rrubey@gmail.com <rrubey@gmail.com>
Subject: Pedestrian access from 8th Street Bus stop to Physics Center/Aspen institute/ Music School

Dear Mayor Richards and City Council,

When you are walking the Aspen Meadows project tomorrow, I respectfully ask that you keep in mind that there is currently **no pedestrian connection to the 8th Street bus stop from N. 7th Street**.

Majority of pedestrians and bikers coming from the 8th Street bus stop and W. Hallam street walk down N. 7th Street to access the Physics Center, the Aspen Institute, and the Music School campus. Yet N. 7th Street is permitted to have parking on both sides while maintaining two-way traffic on an already narrow street. This creates an extremely narrow corridor between W. Smuggler and W. North Street.

During the summer months in particular, we regularly observe music students and program participants navigating this stretch — often with instruments or bags — in conditions that feel unsafe. It is concerning that we are not better supporting what is clearly a heavily used multimodal transportation route.

Additionally, as you continue your West End traffic study, please consider the unintended consequences of blocking N. 7th Street access to Main Street each evening. When this occurs, it pushes cut-through traffic coming from W. Francis Street deeper into the West End neighborhood.

These vehicles merge into a newly created four-way intersection and then proceed down W. Smuggler Street. From there, approximately half cut back up N. 8th Street to Main Street, while others continue down Power Plant Road and cut back up Cemetery Lane to Highway 82. This pattern completely defeats the intended purpose of limiting through-traffic and instead redistributes congestion and safety concerns further into residential streets.

My husband and I observe this pattern nightly between 4:00 p.m. and 6:00 p.m., and it is consistent.

As you evaluate both the Aspen Meadows project and broader traffic mitigation strategies, I urge you to create a safe, dedicated pedestrian and bike connection to the 8th Street bus stop down N. 7th Street

that would meaningfully improve access for students, staff, and visitors alike. Looking at these real-world traffic flows and pedestrian safety impacts together regarding connectivity, neighborhood livability, safety and true traffic calming should work hand in hand.

Thank you for your attention to this important matter.

Best,

Meaghan Rubey
501 N. 7th Street
Aspen
970-300-8685

From: Deborah and John Scott
715 West North Street
Aspen, CO 81611

To: Aspen City Council

Via email: council@aspen.gov

Re: Opposition to "Housing the Aspen Idea" Proposal – Aspen Center for Physics / Aspen Institute / Aspen Music School

Dear Commissioners,

As long-time homeowners at **715 West North Street**, we strongly oppose the current proposal to construct 60 housing units (106 bedrooms) by the Aspen Institute, the Aspen Music Festival, and the Aspen Center for Physics. While we support affordable housing for Aspen's workforce, this project is misaligned with that goal and poses serious negative impacts to our West End neighborhood.

Our concerns are as follows:

1. **Excessive Density and Limited Justification**
   The Physics Center has a small, seasonal staff. The request for 34 units (63 bedrooms) is disproportionate and unnecessary in scale, especially within an R-6 residential zone.
2. **Traffic, Parking, and Safety Impacts**
   The West End already suffers from heavy congestion tied to Institute, Physics and Music Festival events, construction, and inadequate parking. Adding 60 units with no additional parking will worsen safety risks for residents, visitors, and children. The loss of street parking and the large incremental vehicles and parking associated with the Physics units on North Street will create huge safety and traffic issues for existing North Street residents.
3. **Misuse of "Affordable Housing"**
   These units will function effectively as short-term rentals or seasonal accommodations for visiting academics — not year-round affordable housing for Aspen's workforce as proposed. The project will also require incremental service jobs (maintenance, housekeeping, transport, multi-year construction) with no housing for those workers.
4. **Loss of Historic Public Trail Access**
   The proposed North Street location for the Physics Center buildings would eliminate a longstanding pedestrian easement and walking path connecting residents to the Meadows. This path provides safe recreational access to the Meadows and avoids dangerous street traffic. Its removal would permanently harm community use of conserved open space.

Our Request
We respectfully urge the Commission to reject this proposal in its current form and instead encourage the applicants to:

1. Significantly reduce density and unit count,
2. Relocate housing proposed for the **Physics Institute to their large unused property behind (North) of their existing buildings on North Street or consider using their current physics parking area**, away from North Street which already has serious access, parking and traffic issues, and
3. Preserve all historic easements and recreational paths.

This project, as proposed, threatens the safety, accessibility, and livability of the West End while failing to meet Aspen's true affordable housing needs.

Thank you for your consideration of our concerns.

Sincerely,

Deborah and John Scott
715 West North Street
Aspen, CO 81611

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 4:46 PM
To: Jeffrey Barnhill
Subject: Fw: Concerned West End Homeowner Letter Regarding the Proposed Aspen Physics Housing Project
Attachments: City Council Letter 2_23_25.docx

Follow Up Flag: Follow up
Flag Status: Flagged

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From: John Scott <john@johnmscott.net>
Sent: Monday, February 23, 2026 3:31:02 PM
To: City Council <council@aspen.gov>
Subject: Concerned West End Homeowner Letter Regarding the Proposed Aspen Physics Housing Project

Please see attached letter. Thank you.

Regards,

John M. Scott
US Mobile: +1 214 244 4979
Email: john@johnmscott.net

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:16 PM
To: Jeffrey Barnhill
Subject: Fw: Support the housing project for the Aspen Center for Physics

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 10:13:09 AM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Support the housing project for the Aspen Center for Physics

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Cory Garske <cory.garske@aspen.gov>
Sent: Tuesday, February 17, 2026 9:04 AM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>
Subject: FW: Support the housing project for the Aspen Center for Physics

From: Stephen Shenker <stephen.shenker@gmail.com>
Sent: Monday, February 16, 2026 5:59 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Support the housing project for the Aspen Center for Physics

To the Aspen City Council:

It is critical and urgent that the Aspen City Council approve the APCHA governed deed-restricted housing project for the Aspen Center for Physics as discovery and curiosity are at the heart of the Aspen Idea and housing for scientists will keep this idea alive, reduce commutes, and contribute to the
cultural richness that defines Aspen.

I am a physicist who has been coming to the Aspen Center for Physics for almost 50 years. I have been lucky to have made some significant contributions to my field during my career. Several of the key ideas underlying these contributions were developed during discussions at the Center. I think it is fair to say that the Center is a unique incubator for discovery. There is really no other place like it in the world.

But the Center is facing an existential crisis due to the lack of affordable housing for summer visitors. Without this housing project I think there is a very real possibility that the Center will wither and die. That would be a tragedy: for me personally; for the field of Physics; and for the town of Aspen, which is enriched by the Center's presence.

So in closing, I urge Council to pass this APCHA governed deed-restricted housing project for the Aspen Center for
Physics. It will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

Sincerely,

Stephen Shenker
Richard Herschel Weiland Professor
Stanford University

Jeffrey Barnhill

From: Rachael Richards
Sent: Tuesday, February 24, 2026 1:32 PM
To: Jeffrey Barnhill
Subject: FW: City Council Meeting-February 24th- Please include this email in tonight's meeting

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Albert Small <asmall@southernengineeringcorp.com>
Sent: Tuesday, February 24, 2026 12:37 PM
To: City Council <council@aspen.gov>
Subject: City Council Meeting-February 24th- Please include this email in tonight's meeting

To Whom It May Concern and Members of the City Council,

I am writing as a longstanding visitor and member of the Aspen community dating back to 1966. I own several properties, including our family home located at 531 W. North Street, which is proximate to the subject of tonight's hearing. In addition, my family and I have been long-time supporters of both the Aspen Institute and music festivals, firmly believing that they both represent cultural pillars in the community and are important to the fabric that makes Aspen unique and great!

My concerns with this proposal are as follows, and are not unique or in order of priority:

1. Traffic & Parking

Main Street and Smuggler are obviously unacceptable thoroughfares, and this project will surely exacerbate the conditions, likely bleeding into our neighboring streets. This is despite the intention of

providing employees with walkability to their campus jobs. Resident and guest parking should be limited and oriented away from 3rd-7th Streets and North Street. Additional bus routes, bikes, and limited guest passes, as well as other issues, should be considered.

2. Architecture

The style, appearance, and materials should be compatible with the existing "all single-family home" neighborhood. Houses should not read as multi-family, but rather as homes with front doors, stoops, and sidewalks facing the streets. Garages, trash, etc. should be located in the rear, alley style. Height, view, sheds, and sun/shades should be considered and adjustments made.

3. Maintenance Covenants

Residents and guests should be bound by covenants to limit noise, lighting, trash, bikes, and other equipment being strewn across the front yards.

4. Density

Sixty (60) units with the possibility of 150 residents or more seems like a lot. Please consider fewer units.

5. Community Benefits

As a developer, I know all too well the obligation to provide the existing community with some benefits. Possible ideas are listed below.

- A 7-10:30am morning coffee outpost serving light breakfast and a spot for neighbors to gather and socialize.
- Better street lighting.
- Alleyway improvements
- Screening for parking lot at tent
- A small seating or park area (dog park)

In conclusion, I do not believe the current submission and proposal is acceptable. However, I believe that with a reduction of units and serious address to the issues stated above, this project could become an acceptable and supported underpinning for the Institute and music festivals.

Sincerely,

Albert H. Small, Jr.

Dear Aspen City Council, February 18, 2026

I am writing today to express my support for the Aspen Center for Physics, the Aspen Music Festival and School and the Aspen Institute's applications to develop local deed-restricted housing for their staff, visiting scientists, artists and innovators. Each of these organizations have contributed immensely to our Aspen heritage and the richness of life both locally and internationally. I cannot imagine Aspen without the vision and energy these three world class organizations have brought to our community.

The leadership these organizations have shown to solve their own housing challenges on land they own is thoughtful and integral to sustaining their missions and programming. This will allow them to recruit and retain the highest caliber of scientists, artists and innovators. People from around the world are drawn to visit, live, and work in Aspen because of their excellence.

Housing staff and visitors on-site is environmentally prudent by decreasing automobile traffic on our local streets and on Hwy 82, and their on-site housing gives our hardworking locals more opportunity to find APCHA housing and scarce reasonably priced free market rentals.

Speaking personally and as the director of the Soldner Center for the Arts and Innovation a local nonprofit, we have found it extremely challenging to find and offer affordable places to stay for non-locals who wish to participate in our workshops. This has inhibited registrations because there are no affordable hotels or rentals for our national visitors.

We sympathize with the housing challenges these remarkable and important institutions are facing. I urge Aspen City Council to pass these APCHA governed deed-restricted housing projects.

As organizations that serve as ongoing stewards of the Aspen Idea, the goal of housing staff and visiting professionals is an extension of the legacy of Aspen as a place that fosters and cares for the mind, body, and spirit.

Stephanie Soldner

Aspen, Colorado

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:01 AM
To: Jeffrey Barnhill
Subject: Fw: Physics Center, MAA & School, Aspen Institute Housing
Attachments: Dear Aspen City Council.docx

This one went to Council but Not You and Com Dev

Get Outlook for iOS

From: Stephanie Soldner <dreamindigo@gmail.com>
Sent: Friday, February 20, 2026 7:16 PM
To: Rachael Richards <rachael.richards@aspen.gov>; John Doyle <John.Doyle@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; Bill Guth <Bill.Guth@aspen.gov>; Sam Rose <Sam.Rose@aspen.gov>
Subject: Physics Center, MAA & School, Aspen Institute Housing

Hello members of Aspen City Council,
Please accept my letter into the record regarding the proposed deed restricted affordable housing proposal for the Physics Center, Aspen Music Festival and School, and the Aspen Institute.
Thank you,
Stephanie Soldner
Aspen

Jeffrey Barnhill

From: Cory Garske
Sent: Tuesday, February 17, 2026 1:13 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing the Aspen Idea project

Follow Up Flag: Follow up
Flag Status: Flagged

From: Sally <sally.spaulding@gmail.com>
Sent: Tuesday, February 17, 2026 1:12 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Housing the Aspen Idea project

Dear Aspen City Council,
I am writing in support of the Housing the Aspen Idea project, which will bring much-needed housing to the West End. As you know, the Aspen Idea is the balance of mind, body, and spirit. And as someone who had to leave Aspen due to the Aspen Idea being increasingly unattainable for me and my family, I am a fierce advocate (even from afar) for new opportunities that allow more locals to live and work in Aspen. Because a balanced life in harmony with the Aspen Idea means time spent investing in one's community -- not commuting.

For these vital nonprofits to have their own deed-restricted housing (on land they already own!) is not only beneficial for their continuance, it's also a boost for the community overall. I've been influenced greatly by their free and affordable community programming as well as efforts to build a better society. In addition, each of them provides so much economic impact to town as cultural pillars that set Aspen apart and positively drive tourism.

Aspen still feels like home to me because of the vibrant community I found there, but I worry often for its future whenever I return: each time another local store/restaurant has closed and another friend has had to move. I believe it's vital for the community's longevity for the City Council to approve this project to help keep Aspen as alive as possible.

Sincerely,
Sally Spaulding (Former City of Aspen community relations officer, former Aspen Skiing Company employee, and former Aspen Film board member to name a few community ties - I still fiercely love this community)
728 N Santa Paula Pl.
Boise, ID

ASPEN WORDS
aspen institute

February 23, 2026

Dear Aspen City Council,

I am writing to express my strong support for the rezoning and affordable housing proposals advanced by the Aspen Music Festival and School, the Aspen Institute, and the Aspen Center for Physics.

As Managing Director of Aspen Words, which is a program of the Aspen Institute, I co-lead an organization dedicated to the power of storytelling, dialogue, and the written word. Our work depends on attracting thoughtful, creative, and committed professionals who believe in the importance of literature and public discourse. Increasingly, however, the lack of attainable housing poses one of the most significant barriers to sustaining that work. When prospective employees cannot envision a stable future here, recruitment becomes more difficult and retention more uncertain.

When I joined Aspen Words in 2013, I was able to secure affordable housing, which made it possible for me to say yes to the opportunity and put down roots here. Today, I worry that emerging nonprofit arts and culture leaders are not afforded that same chance. Housing is not simply a logistical concern — it is foundational to community continuity. For organizations like ours, stability allows staff to build long-term relationships with local partners, schools, aspiring writers, and audiences. It supports deeper engagement and enables us to plan ambitiously for the future rather than operate in a constant state of transition.

I commend these institutions for proactively addressing the housing needs of their workforce. Employer-driven solutions represent a responsible approach to one of Aspen's most pressing challenges. By helping ensure that the people who contribute to our intellectual and cultural life can also live here, this initiative strengthens the entire community.

I respectfully encourage you to support this proposal and help advance meaningful workforce housing solutions.

Thank you for your consideration.

Sincerely,

Caroline Tory
Managing Director, Aspen Words

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 1:11 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Letter of support for
Attachments: Letter of Support - Housing Project.docx

Follow Up Flag: Follow up
Flag Status: Completed

From: Caroline Tory <Caroline.Tory@aspeninstitute.org>
Sent: Monday, February 23, 2026 1:09 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Letter of support for

Dear Aspen City Council,

Please find attached my letter of support on behalf of Aspen Words for the “Housing the Aspen Idea” project.

Best,
Caroline Tory
--
Caroline Tory | Managing Director
Aspen Words, a program of the Aspen Institute
110 E. Hallam St, Suite 109
Aspen, CO 81611
970-925-3122 ext 3

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:16 PM
To: Jeffrey Barnhill
Subject: Fw: Request Support for "Housing the Aspen Idea Project"

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 10:13:55 AM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Request Support for "Housing the Aspen Idea Project"

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

Under Colorado's Open Records Act (CORA), all emails sent by or to this e-mail account may be subject to public disclosure

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From: beckyward@comcast.net <beckyward@comcast.net>
Sent: Monday, February 16, 2026 8:54 PM
To: Rachael Richards <rachael.richards@aspen.gov>; John Doyle <john.doyle@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Sam Rose <sam.rose@aspen.gov>
Cc: beckyward@comcast.net
Subject: Request Support for "Housing the Aspen Idea Project"

Dear City Council Member:

I am writing to support the “Housing the Aspen Idea Project” submitted by the Aspen Institute, Aspen Music Festival and School, and Aspen Physics Center. I worked for the Aspen Institute for 25 years (retiring in 2020) and know firsthand the need for, and difficulty in securing housing for our year-round and seasonal staff. I am strongly in favor of utilizing land on the Aspen Meadows Campus for this important and much needed housing.

One of the unique qualities of Aspen is that affordable housing can be mixed with free market housing—and it benefits everyone! The Aspen subdivision where we live (Five Trees) has equal number of free market houses as compared to affordable homes. This has not diminished the values of the free market homes and it adds diversity and life to our neighborhood.

Another benefit of housing staff on the Aspen Meadows campus is it will allow employees to live where they work, which will cut down on car traffic coming into Aspen. Another great example of housing staff “where they work” is the employee housing located at Aspen Center for Environmental Studies (ACES) Hallam lake campus.

Thanks for weighing these positive factors when you consider the “Housing the Aspen Idea Project.”

Becky Ward
40 year Aspen Resident

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 10:06 AM
To: City Council
Cc: Jeffrey Barnhill
Subject: FW: Aspen Meadows Housing Plan Responses to Aspen City Council
Attachments: Music Project-r01.pdf

City Council members,
Please see the below public comment email and related attachment that was sent to Mayor Richards.

Thanks,

CITY OF ASPEN

Mike Sear *(He/Him/His)*
Deputy City Clerk
(O): 970.429.2687
www.aspen.gov

My typical in-office hours are Monday – Friday, 8:30am – 5pm.

Our Values: Stewardship | Partnership | Service | Innovation

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, February 23, 2026 10:03 AM
To: Mike Sear <mike.sear@aspen.gov>
Subject: Fw: Aspen Meadows Housing Plan Responses to Aspen City Council

Send to Jeffery B Too!

Get Outlook for iOS

From: Jeffrey Wechsler <wexjam@mac.com>
Sent: Friday, February 20, 2026 2:17 PM
To: Rachael Richards <rachael.richards@aspen.gov>
Subject: Aspen Meadows Housing Plan Responses to Aspen City Council

Mayor Richards,

I just read the responses to your councils comments regarding the Aspen Meadows Housing Plan. I would ask if the traffic experts even visited Fourth and Gillespie during their study.

How can your council consider this project without the results of your recently approved traffic study? The city is spending $400,000 on a study which should be studied during the peak summer time when traffic is at its all-time

worst. Also taking into account this new project and the added density.

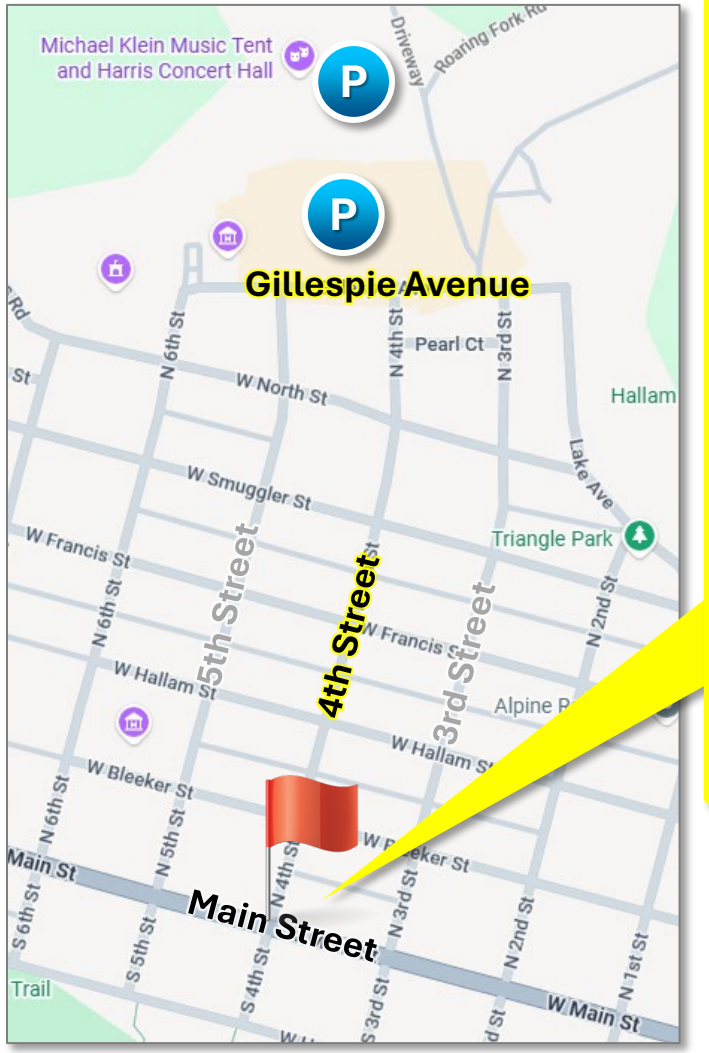
During your scheduled site visit on February 23, please take the time to look at the proposed entrance at Gillespie and Fourth. Look up Fourth and take into account the snow covered pedestrian/ bike lane which protrudes a third of the way into the street. This makes Fourth street only 17 feet wide for two way vehicle access. It cannot accommodate congested two way vehicle traffic, pedestrians and bicycles in a safe manner.

I implore you to really study Fourth and Gillespie and my simple solution (attached) before rendering a decision.

Thank you in advance

Jeffrey R. Wechsler
President
24..7 Sports Management, LLC.

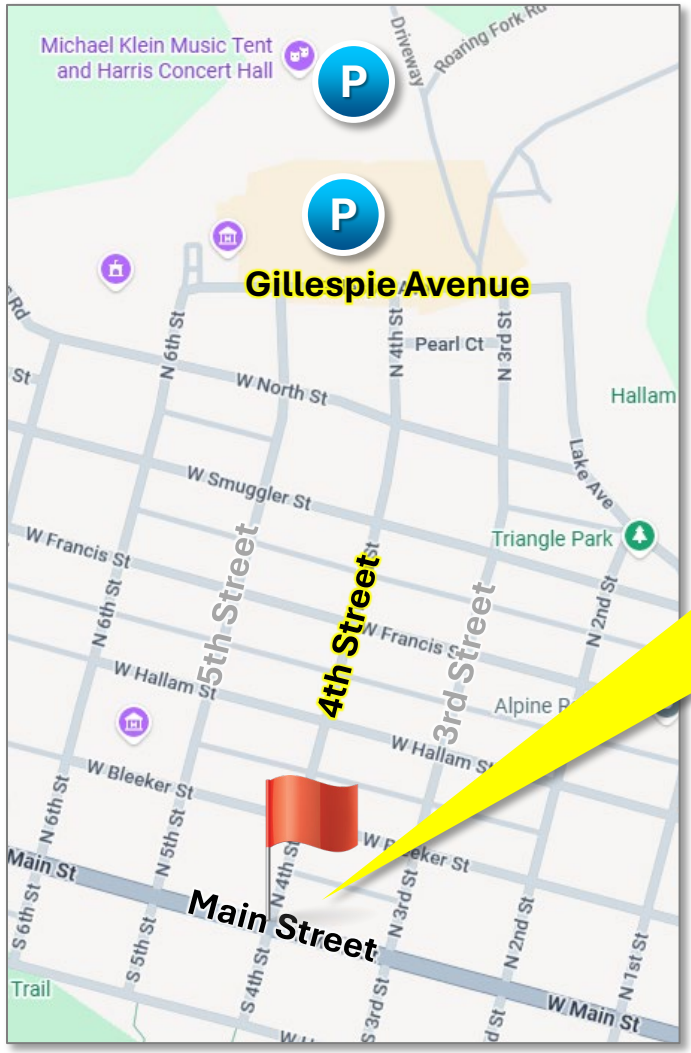
Intersection of 4th Street and Main Street





- Flashing Crosswalks servicing Inbound and Outbound Bus Stops.
- 4th St. is **Extremely Narrow** and Has **Significant Pedestrian/ Biking Use** from Main St. to the Parking Lot on Gillespie St.

Intersection of 4th Street and Main Street





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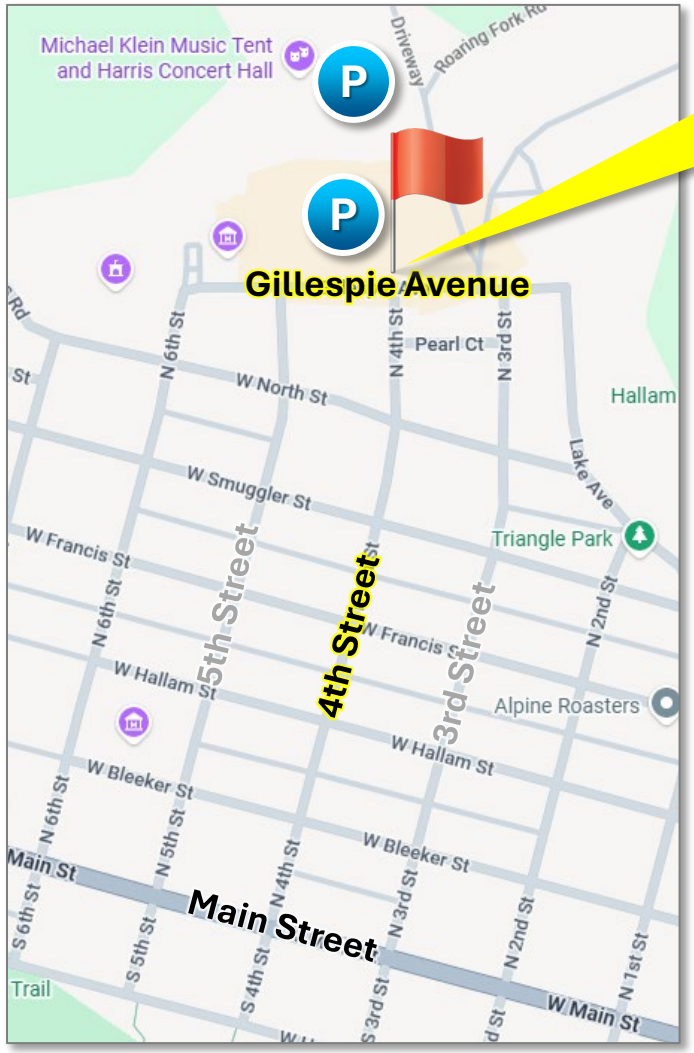
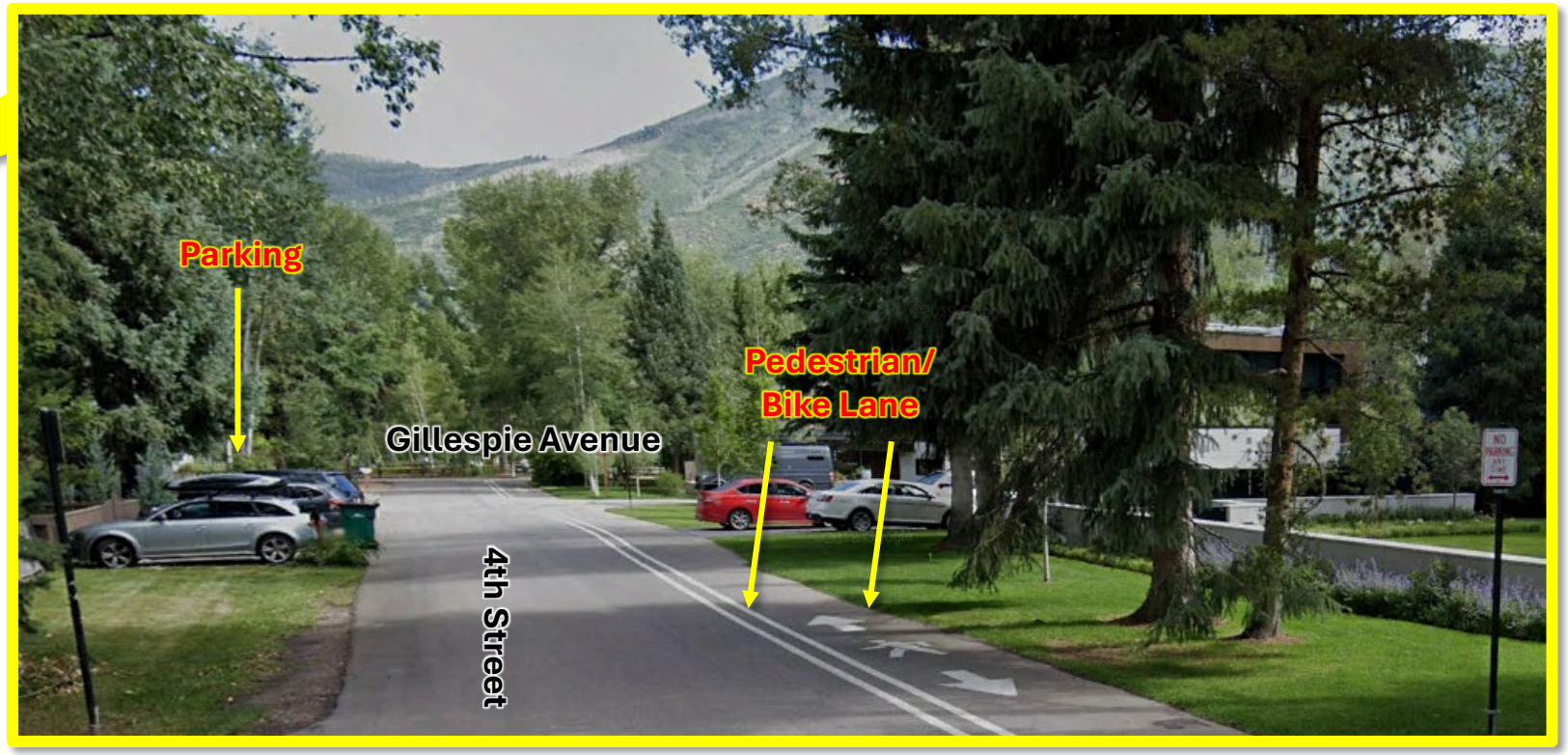
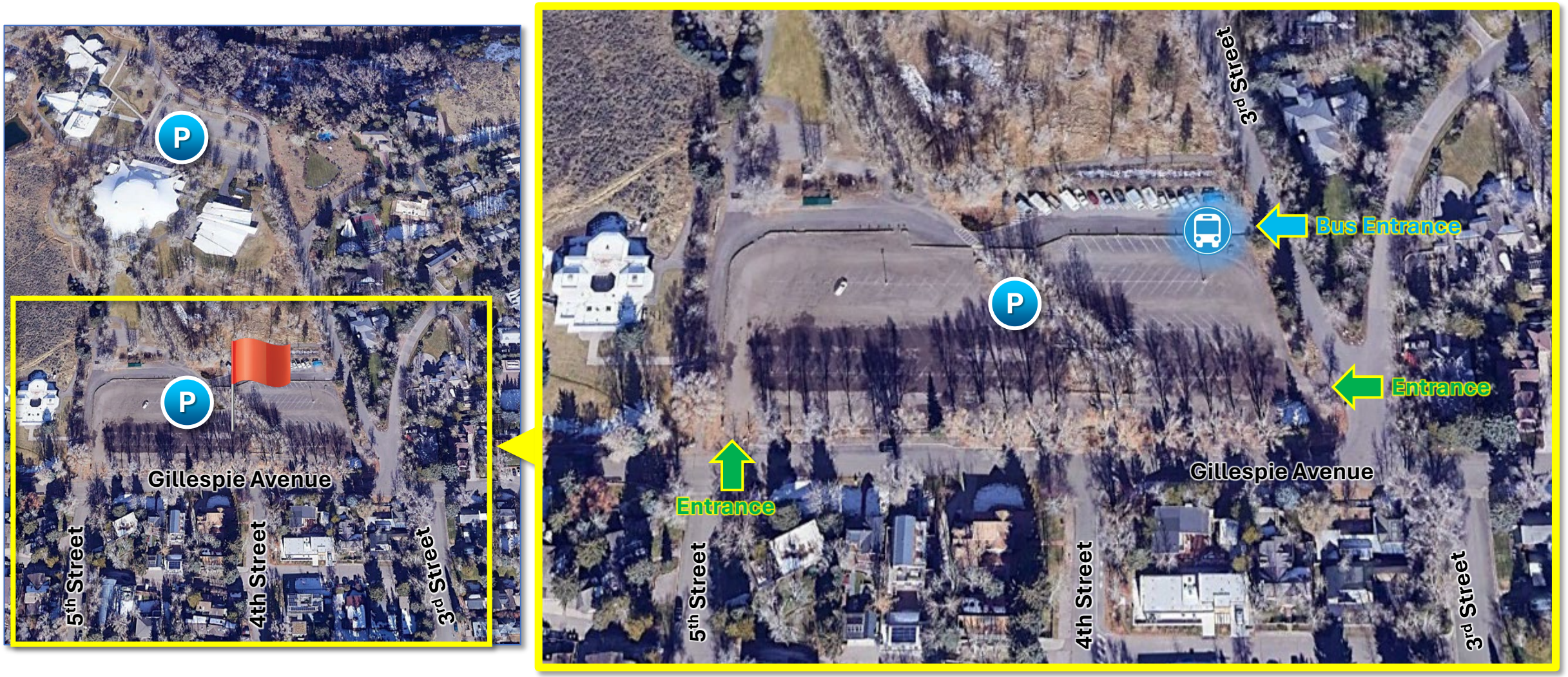
Intersection of 4th Street and Gillespie Avenue



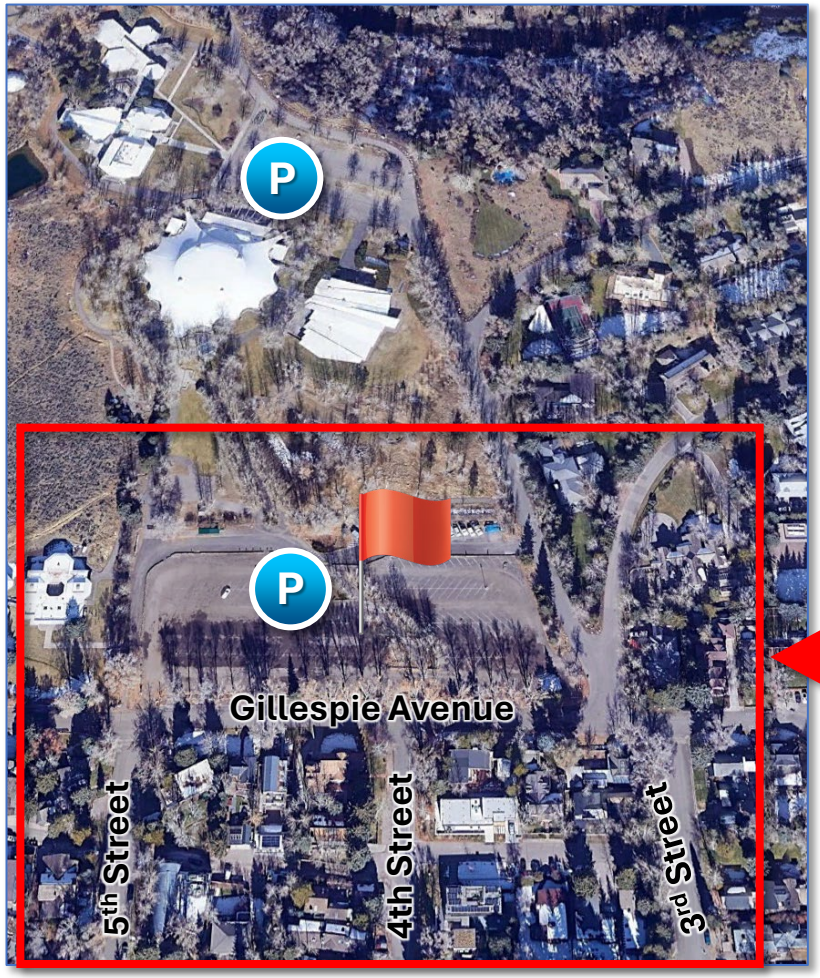


- 4th St. is **extremely narrow** with the Pedestrian/Bike Lane.
- The proposed entrance will move the traffic to 4th St. and create a **dangerous environment** for pedestrians, bikers and the neighborhood.

Current Parking Lot on Gillespie Avenue

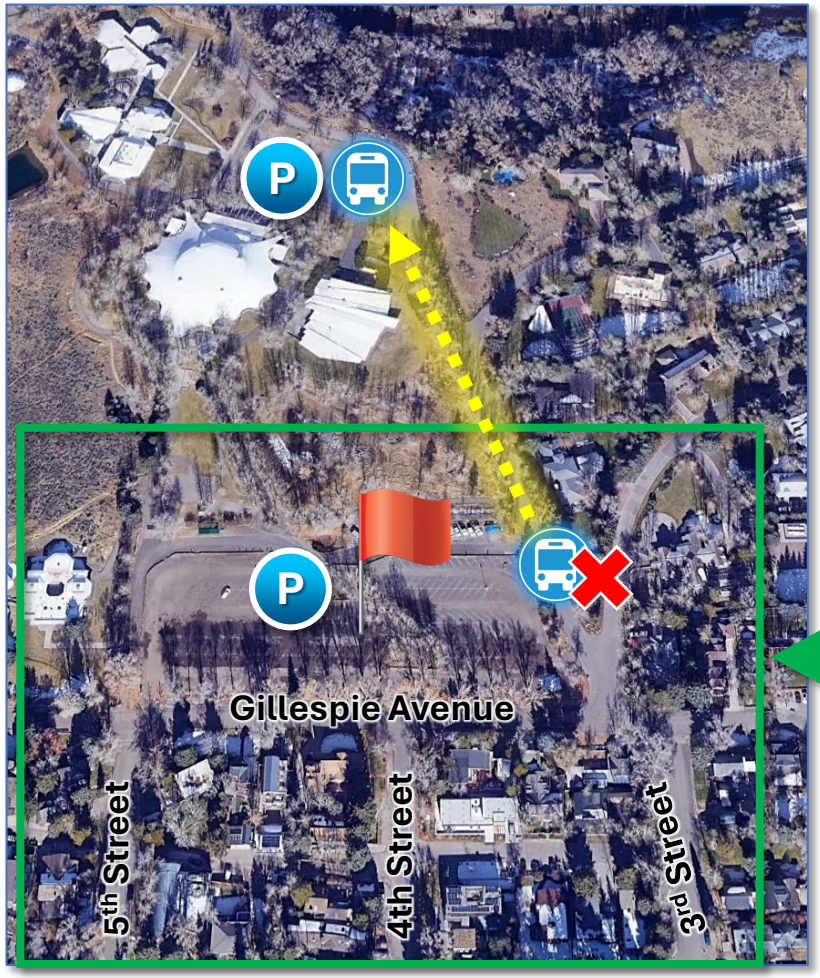


Aspen Meadows Land Use Plan





Proposed Changes: No 4th Street Entrance, Add Foliage and Move Bus Stop to Nearby Theater Lot

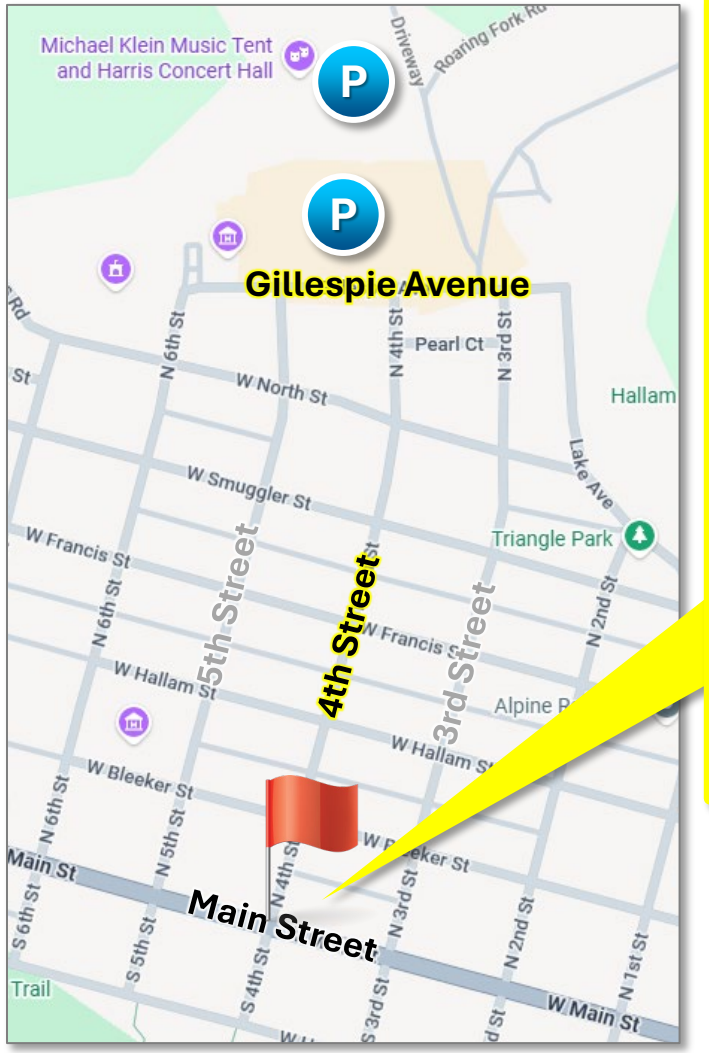




4th Street is Extremely Narrow and Is Utilized Heavily by Pedestrians



Intersection of 4th Street and Main Street





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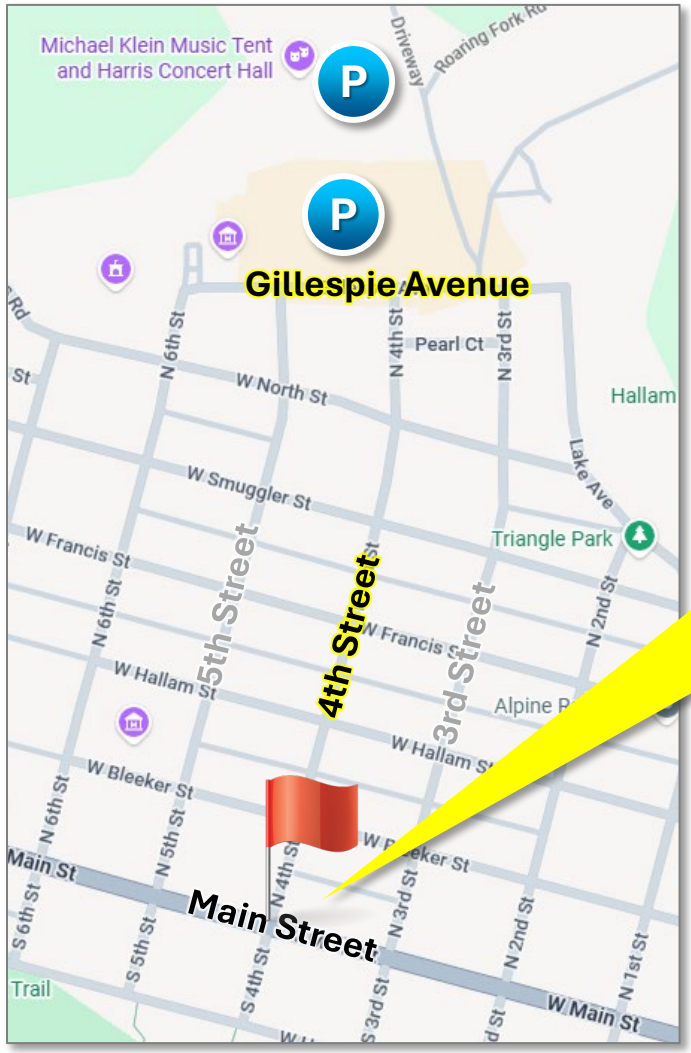
Intersection of 4th Street and Main Street





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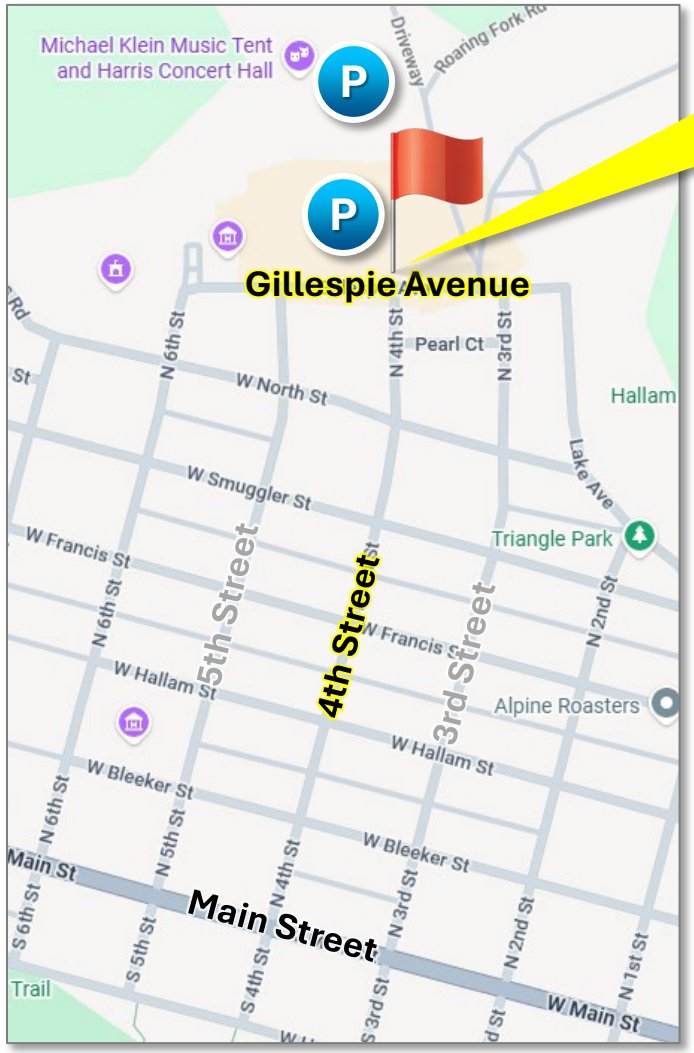
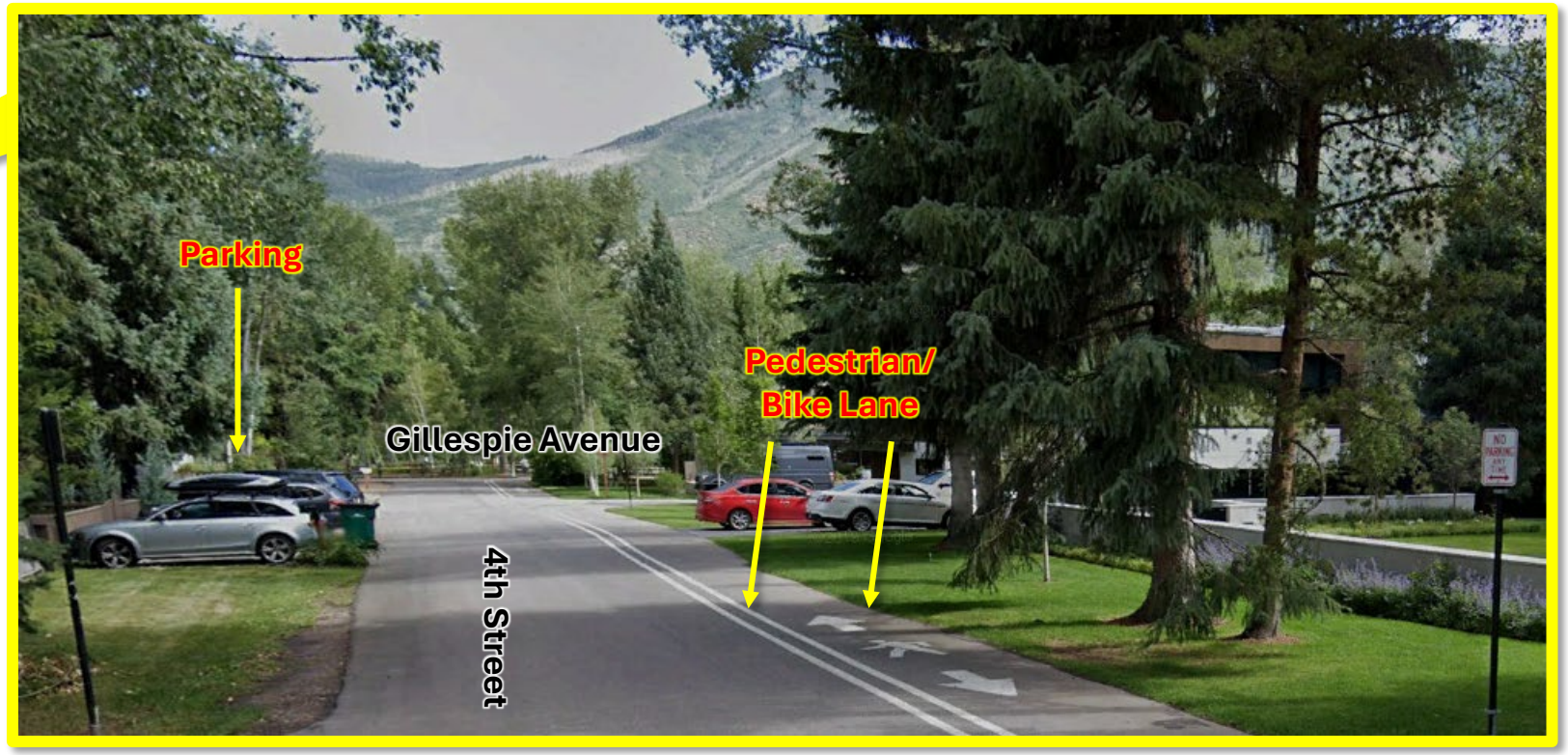
Intersection of 4th Street and Gillespie Avenue





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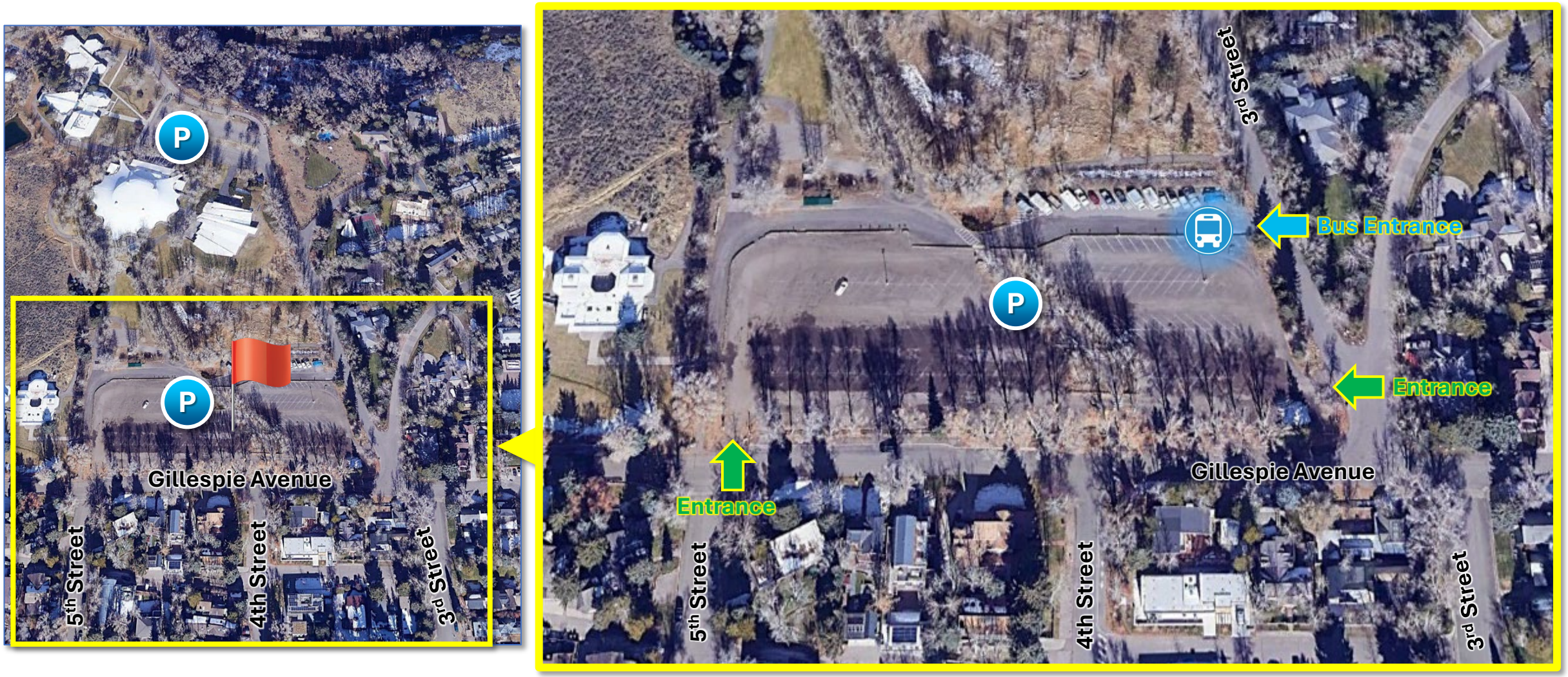
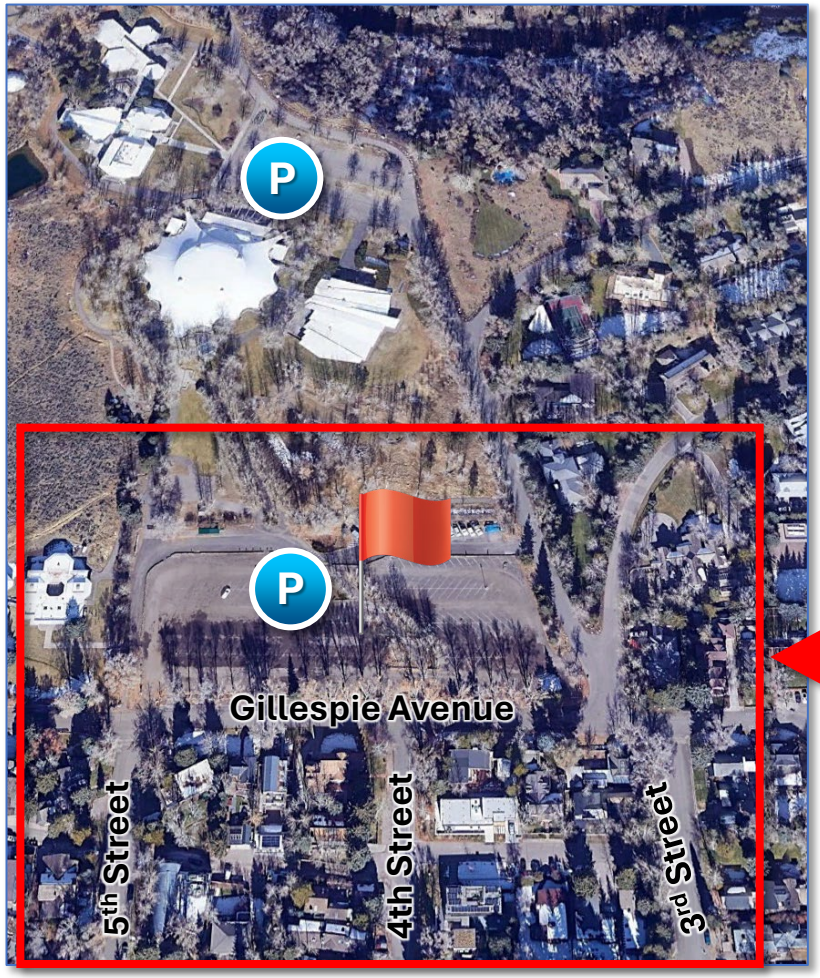


Aspen Meadows Land Use Plan





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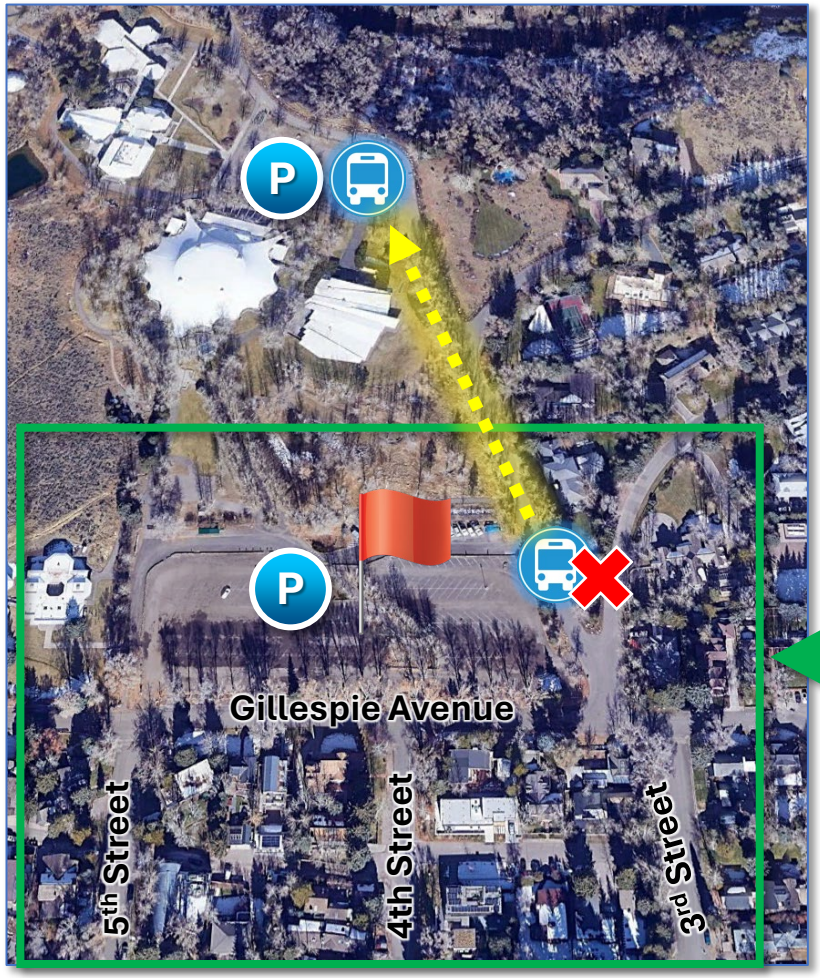



4th Street is Extremely Narrow and Is Utilized Heavily by Pedestrians



Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 9:52 AM
To: Jeffrey Barnhill
Subject: Fw: Aspen Meadows Housing Plan Responses to Aspen City Council
Attachments: Music Project-r01.pdf

Get Outlook for iOS

From: Jeffrey Wechsler <wexjam@mac.com>
Sent: Saturday, February 21, 2026 10:37 AM
To: City Council <council@aspen.gov>
Cc: John Doyle <john.doyle@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Sam Rose <sam.rose@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>
Subject: Aspen Meadows Housing Plan Responses to Aspen City Council

During your scheduled site visit on February 23, please take the time to look at the proposed entrance at Gillespie and Fourth. Look up Fourth and take into account the snow covered pedestrian/ bike lane which protrudes a third of the way into the street. This makes Fourth street only 17 feet wide for two way vehicle access. It cannot accommodate congested two way vehicle traffic, pedestrians and bicycles in a safe manner.

I implore you to really study Fourth and Gillespie and my simple solution (attached) before rendering a decision.

Thank you in advance

Jeffrey R. Wechsler
President
24..7 Sports Management, LLC.

Jeffrey Barnhill

From: Cory Garske
Sent: Friday, February 20, 2026 8:54 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing the Aspen Idea

Follow Up Flag: Follow up
Flag Status: Flagged

-----Original Message-----
From: Rosemary Wyse <wyse@jhu.edu>
Sent: Friday, February 20, 2026 8:45 AM
To: Public Comment <PublicComment@aspen.gov>
Cc: ACP Aspen Center for Physics <acp@aspenphys.org>
Subject: Housing the Aspen Idea

Dear Council: It is critical and urgent that the Aspen City Council approve the APCHA governed deed-restricted housing project for the Aspen Center for Physics, as discovery and curiosity are at the heart of the Aspen Idea and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen. I thus write in support of the Housing the Aspen Idea project, which is a partnership among the Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics, by which these three non-profits seek permission to build deed-restricted housing on their (fully owned) campuses.

I am an astrophysicist who first experienced the unrivalled environment of the Aspen Center for Physics (ACP) in the late 1980s, when I was a junior researcher. I am now a member of the National Academy of Science and owe much of my achievements over my career to the stimulating ideas I encountered, and the lively discussions I held with other physicists, during both summer workshops and winter conferences at the ACP. There is no other institution in the USA that offers the same possibilities for deep thought and collaboration.

The ACP is not immune to the changes that Aspen has undergone over the past few years and even decades, while maintaining its place in the community of ideas, engaging the public through lectures and dialogs with participating physicists. I myself have enjoyed interacting with the audience at the Wheeler Opera House on more than one occasion. But the increasing challenge of finding affordable housing is becoming critical, with more participants having to stay down-valley and thus adding to the daily commute into and out of Aspen. The stock of apartment/condo building that ACP could lease over the summer is rapidly vanishing.

These three non-profits, each of which makes a unique contribution to the distinct Aspen zeitgeist, are together providing visionary leadership to solve their own housing problem themselves. They have proposed a values-led project that not only positions all three nonprofits to care for their own staff and scholars, but also to care for the preservation of open space, the rural nature of the Aspen Meadows campus, and to prioritize sustainable building practices.

I urge Council to pass this APCHA governed deed-restricted housing project. For the Aspen Center for Physics in particular, which I know best, as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution, while benefiting the community with scientific and educational programming for decades to come.

sincerely,

Rosemary Wyse
Alumni Centennial Professor
Physics and Astronomy
Johns Hopkins University

ON PHYSICS: Aspen and the Cosmos

I first came to the Aspen Center for Physics in the summer of 1989, the year after I got my PhD. I was floundering in a postdoc position at a large university, isolated in my position with no one to collaborate with and certainly no one to mentor me. I had one interaction with some senior folks that ended with acrimonious accusations about who thought of something first. I was making plans to quit physics, as it clearly wasn't working out.

I arrived in Aspen and fell in love with the mountains, the trails, and the music. But I also met people at the Center, people at all levels of seniority, people who bantered and teased, but fundamentally treated one another with respect. We went on long hikes, talked about developments in China, the local bakery, and physics. Every night, we met at one of the condos the Center had rented for us and shared dinner and talked. During the day, we huddled around blackboards at the Center. One night, someone took out a guitar, started playing something, and I realized I felt comfortable with these people and enjoyed working with them. I decided to try to stay in physics.

I thought of that summer a few weeks ago when Jessie Muir, a newly appointed Assistant Professor in the Physics department at the University of Cincinnati, gave a talk at Fermilab, the large national lab just outside Chicago that focuses on fundamental physics. Jessie was reporting final results released by the Dark Energy Survey (DES), a large collaboration of scientists and engineers spanning dozens of institutions and countries.

The idea for DES was hatched at Fermilab 20 years ago; its 570-megapixel camera was built there, then shipped to a mountaintop in Chile and placed on a large telescope. Over the course of 6 years, DES surveyed the sky, finding hundreds of millions of galaxies -- each of which contains hundreds of billions of stars. The key science of DES is built on the fact that light travels at a finite speed so when we see a distant galaxy today, the light we see was actually emitted from that galaxy long ago, often billions of years ago. Thus the image of a galaxy obtained by DES shows us what the galaxy looked like back then - DES allows us to see into the past! Jessie (and the rest of us) used this tool to show that the universe is expanding at a faster rate today than in the past – it's actually accelerating. This acceleration can occur only if the universe is dominated by a mysterious form of energy. We call that type of energy, energy that can accelerate the universe, *dark energy*. We have a name for it but don't know what it is. The working hypothesis is that it is the energy of empty space, but calculations about how much energy empty space should carry lead to ridiculous predictions. DES was conceived to shed some light on dark energy and indeed it did provide the most precise measurement yet of some of its properties. Still, as Jessie emphasized, we haven't quite nailed it. There is lingering uncertainty as to whether dark energy is the energy of empty space, or maybe something else, something that would require us to modify our fundamental understanding of space and time.

Jessie showed slides with these results, but also pictures of the many people who made DES work, and that brought me back to my experiences at Aspen. At Aspen, my peers and I learned how to collaborate: we shared ideas, wrote papers, and built lasting relationships. These relationships allowed us to navigate the inevitable difficult times when one of us felt we weren't getting enough credit for our work. I wish I had all that in place in 1989. I might have made lemonade out of a trying situation instead of finding it difficult to get out of bed for a month. I would bet that over half the people who made DES work passed through Aspen at some point in their careers and not only figured out how to make this large project work but also how to work

together. I and other more senior scientists on the project made an effort to promote the careers of young scientists and largely succeeded: several dozen people who started their careers in DES now have faculty jobs.

I am so fortunate to have been part of this large project that concluded so successfully. But working together with other physicists, all of whom come from different backgrounds, different countries, having different strengths and weaknesses is challenging. I, and hundreds of other scientists, have been so fortunate to spend time in Aspen learning to do the hardest, most rewarding thing in science: build rich, productive working relationships with others around the world.

Scott Dodelson is a Distinguished Scientist at Fermilab and Professor of Astronomy and Astrophysics at the University of Chicago. He previously served as Head of the Physics Department at Carnegie Mellon University and Co-Chair of the Science Committee of the Dark Energy Survey. He writes weekly at substack.

Caption for Night Sky Figure: "The Dark Energy Camera mounted on the Blanco Telescope Dome in Chile with the Milky Way in the background. Photo Credit: Reidar Hahn, Fermilab."

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 9:51 AM
To: Jeffrey Barnhill
Subject: Fw: Aspen Center for Physics Housing Project
Attachments: DodelsonFinal_corrected.pdf

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From: Clare Yu <cyu@uci.edu>
Sent: Sunday, February 22, 2026 6:56:24 PM
To: Rachael Richards <rachael.richards@aspen.gov>
Subject: Aspen Center for Physics Housing Project

Dear Mayor Richards,

I am writing to strongly urge you and the City Council to approve the proposed APCHA governed, deed-restricted, housing project of the Aspen Center for Physics. Discovery and curiosity are at the heart of the Aspen Idea, and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen.

I am a Trustee of the Aspen Center for Physics and a physics professor at the University of California, Irvine. I love Aspen. I have been coming to the Aspen Center for Physics since the 1980s and have seen firsthand how it uniquely promotes the interaction and collaboration of physicists from all over the world as they seek to push back the frontiers of science. It is also a place where young scientists can begin to establish themselves in the physics community as they work together with more senior colleagues (please see attached article for an example). In addition, the Aspen Center for Physics contributes to the intellectual vitality of the Aspen community with free public lectures and Aspen Daily News articles on topics of interest in physics.

In recent years, the shortage of available rental housing as well as the high cost of housing has made it increasingly difficult for physicists to participate in the summer and winter programs at the Aspen Center for Physics. In recent years, a third of our summer participants commute from housing in Snowmass. If this trend continues, it will significantly impair the Center's ability to remain viable. The proposed housing project would greatly help to alleviate these difficulties.

Therefore, I strongly urge you and the City Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programs for decades to come.

Best Regards,

Clare Yu
Trustee, Aspen Center for Physics

--
Clare Yu
Distinguished Professor
Department of Physics and Astronomy
University of California, Irvine
Irvine, CA 92697-4575
cyu@uci.edu
Fax: 949-824-1159, 949-824-2174

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 9:16 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Center for Physics Housing Project

From: Clare Yu <cyu@uci.edu>
Sent: Sunday, February 22, 2026 6:49 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Center for Physics Housing Project

Dear Aspen City Council,

I am writing to strongly urge you to approve the proposed APCHA governed, deed-restricted, housing project of the Aspen Center for Physics. Discovery and curiosity are at the heart of the Aspen Idea, and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen.

I am a Trustee of the Aspen Center for Physics and a physics professor at the University of California, Irvine. I love Aspen. I have been coming to the Aspen Center for Physics since the 1980s and have seen firsthand how it uniquely promotes the interaction and collaboration of physicists from all over the world as they seek to push back the frontiers of science. It is also a place where young scientists can begin to establish themselves in the physics community as they work together with more senior colleagues. In addition, the Aspen Center for Physics contributes to the intellectual vitality of the Aspen community with free public lectures and Aspen Daily News articles on topics of interest in physics.

In recent years, the shortage of available rental housing as well as the high cost of housing has made it increasingly difficult for physicists to participate in the summer and winter programs at the Aspen Center for Physics. In recent years, a third of our summer participants commute from housing in Snowmass. If this trend continues, it will significantly impair the Center's ability to remain viable. The proposed housing project would greatly help to alleviate these difficulties.

Therefore, I strongly urge the City Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programs for decades to come.

Best Regards,

Clare Yu
Trustee, Aspen Center for Physics

--
Clare Yu

Distinguished Professor
Department of Physics and Astronomy
University of California, Irvine
Irvine, CA 92697-4575
cyu@uci.edu
Fax: 949-824-1159, 949-824-2174

Jeffrey Barnhill

From: Cory Garske
Sent: Monday, March 2, 2026 1:18 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Support for Aspen Institute Deed-Restricted Housing Project

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From: Zoe Brown <brwn.zoe@gmail.com>
Sent: Monday, March 2, 2026 1:16 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Support for Aspen Institute Deed-Restricted Housing Project

Dear Mayor Richards and Members of City Council,

I strongly support City Council's approval of the Aspen Institute's proposed deed-restricted employee housing, which will create homes for the local workforce, reduce commuting into town, and help sustain the institutions that are central to Aspen's year-round community.

I am writing as a long-time Aspen resident who nearly had to leave the Roaring Fork Valley several years ago because I could not find stable housing. Winning the employee housing lottery is what allowed me to stay. That opportunity made it possible for me to continue building my life here and to remain an active member of the community. I know firsthand how rare and life-changing that kind of housing stability is.

Projects like this allow the people who already work in Aspen to remain here long term. Without attainable housing, we risk losing the teachers, nonprofit staff, service workers, and young professionals who give this town its character and vitality. Locating this housing on land that is already owned by the Institute is a thoughtful solution that supports the local workforce while preserving open space, walkability, and the historic character of the Aspen Meadows campus.

Approving this project is an investment in Aspen's long-term vitality and in the people who live and work here year-round.

Thank you for your consideration and for your service to our community.

Sincerely,

Zoë Brown
Aspen resident

Jeffrey Barnhill

From: Rachael Richards
Sent: Tuesday, March 3, 2026 3:23 PM
To: Jeffrey Barnhill
Subject: Fw: Aspen Meadows Campus Housing

Get Outlook for iOS

From: Audrey Holmes <audreyholmes@icloud.com>
Sent: Tuesday, March 3, 2026 3:00:47 PM
To: City Council <council@aspen.gov>
Subject: Aspen Meadows Campus Housing

Dear City Council,

My name is Audrey Holmes, I have been a full-time resident at 660 Meadows Rd for 24 years. The North side of my home faces the Aspen Institute 13 unit housing project. I do not have a problem with this proposal. It is one structure with underground parking and it blends in nicely.
My only concern is where will these construction worker park during excavation and construction?

I do have a problem with the Physics Center project! They are spinning this as employee housing, IT IS NOT...It is short term rental housing for the visiting Physicists who come for a week at a time... I know this because they walk by my house everyday while the are here...This project needs to be scaled back, its overkill..

As far as the music school housing, why do they need so many different structures? Can't it just be one structure like the Aspen Institute , which is the same amount of units.

I believe A Traffic Impact Analysis should be conducted for these projects...
The West end sneak traffic is already Terrible...And it will only get worse with the Lift one, Armory & Ayman Aspen projects. And now all these construction workers in there pickup trucks, driving way to fast, are trying to beat the traffic by racing through the alley ways!! This is dangerous...

What will this do for the Quality of life for West End Home Owners as well as our Property Values that we pay a tremendous amount of Tax for?

I hope you will consider these issues before you make any decision, Thank You Audrey

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, March 2, 2026 3:45 PM
To: Jeffrey Barnhill
Subject: FW: Support for Aspen Institute Housing Project

Hey Jeff,
Forwarding the below public comment email that was also sent to all Council members. Figured you were collecting these for future packets.

Thanks,

CITY OF ASPEN

Mike Sear *(He/Him/His)*
Deputy City Clerk
(O): 970.429.2687
www.aspen.gov

My typical in-office hours are Monday – Friday, 8:30am – 5pm.

Our Values: Stewardship | Partnership | Service | Innovation

From: Maya Kobe-Rundio <Maya.KobeRundio@aspeninstitute.org>
Sent: Monday, March 2, 2026 3:30 PM
To: Public Comment <publiccomment@aspen.gov>
Cc: Rachael Richards <Rachael.richards@aspen.gov>; John Doyle <John.Doyle@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; Bill Guth <Bill.Guth@aspen.gov>; Sam Rose <Sam.Rose@aspen.gov>
Subject: Support for Aspen Institute Housing Project

Dear Mayor and Council Members,

I write again in advance of your upcoming meeting to urge you to approve the Aspen Institute's deed-restricted staff housing project.

Over the course of the past meetings, you have heard concerns about neighborhood change, traffic, and congestion in the West End. While I respect that neighbors care deeply about where they live, I hope the Council will weigh those concerns against the broader and urgent community need for local workforce housing.

This project is not introducing commercial density or short-term rentals into the neighborhood — it is providing long-term housing for people who already work here. Many of us, myself included, are currently commuting from down valley because we cannot afford to live in Aspen. Housing staff on the Aspen Meadows campus will reduce daily in-commuting, not increase it. Fewer cars traveling up and down

Highway 82 each day directly addresses regional congestion and emissions. Employees who live in town are more likely to walk, bike, or use local transit. In that sense, this project is part of the traffic solution.

Concerns about “neighborhood character” also deserve thoughtful consideration. The Aspen Institute has been part of the West End community for decades and has demonstrated a commitment to architectural stewardship and environmental sensitivity on the Meadows campus. Providing housing for staff does not alter the character of Aspen — it preserves it. Aspen has long been a place where artists, thinkers, educators, and workers could live alongside those who visit and invest here. If we continue to price out the workforce that sustains our institutions, we risk turning more neighborhoods into wealthy enclaves of part-time occupancy rather than vibrant, year-round community.

I first came to Aspen in 2019 as an intern with the Aspen Ideas Festival. At that time, the Institute offered intern housing at Aspen Highlands, which made it possible for someone like me to say yes to the opportunity. Today, the Institute has no housing to offer interns or full-time staff. That reality has already narrowed who can afford to work here.

The staff who would live in this proposed housing are not hypothetical future impacts — we are the people currently contributing to congestion and traffic because we have no other choice in where to live.

Approving this project would allow nonprofit professionals and early-career staff to remain part of the Aspen community. It would strengthen year-round vibrancy, reduce commuting impacts, and uphold the Aspen Idea in practice — not just in principle.

I fully support this project and respectfully urge you to approve the application.

Sincerely,
Maya Kobe-Rundio

Jeffrey Barnhill

From: Rachael Richards
Sent: Wednesday, March 4, 2026 9:41 AM
To: Jeffrey Barnhill
Subject: Fw: Physics, Music and Institute housing proposal

Get Outlook for iOS

From: Tom Melberg <tmelberg@rof.net>
Sent: Wednesday, March 4, 2026 9:38:47 AM
To: Rachael Richards <Rachael.richards@aspen.gov>; John Doyle <john.doyle@cityofaspen.com>; Bill Guth <bill.guth@aspen.gov>; christine.benedetti@cityofaspen.com <christine.benedetti@cityofaspen.com>; Sam Rose <sam.rose@cityofaspen.com>
Subject: Physics, Music and Institute housing proposal

Good Morning To All

The proposed joint housing development in the West End for the Aspen Physics Institute, Aspen Music Festival and Aspen Institute should be called Community Housing. All 3 of these entities have had a long and glorious presence in Aspen as a foundational basis for our cultural lifestyle experiences in Aspen. Onsite housing will secure their presence for the community to enjoy for many years to come....a true benefit for all.

These crucial programs to Aspen's cultural environment have a housing problem for staff, visiting participants and students. I would suggest the vast majority of the these associates fly into Aspen and if they had onsite housing they would not rent a car while in residence. Car rental rates are outrageous and the need to have a vehicle is minimized with the city of Aspen's Cross Town Shuttle service, RFTA service, We-Cycle and of course, the ability to walk into town. The City of Aspen has rightly made the use of private vehicles expensive and cumbersome with high parking rates and limited parking. A visitor gladly takes advantage of the available opportunities especially when they know the cost of renting a vehicle they will not use very often.

Analyze who is riding the Cross Town Shuttle or taking the bus from the West End into downtown and I think you would find the vast majority of users would be visitors and not the residents of the West End. Take a survey to really see who your riders are for a baseline once the projects get built. The point being is I don't think this development will create the traffic that the residents are afraid of.

I do believe the vested rights for the development should be 3 years and not 10 years. These 3 entities are well endowed and the need is for today. Although the construction traffic will be intensive it will be relatively short lived and not drawn out.

Thank you for considering my thoughts.
Tom

Tom Melberg
Aspen Snowmass
Sotheby's International Realty
415 East Hyman Avenue
Aspen, CO 81611
970 925-6060 Office
970 379-1297 Cell
970 920-9993 Fax
tom.melberg@AspenSnowmassSIR.com
www.AspenSnowmassSIR.com
What's the value of your home?



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Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, March 2, 2026 3:53 PM
To: Jeffrey Barnhill
Subject: Fw: West End Aspen Institute Housing Development

Get Outlook for iOS

From: Amanda Mintz <ammomintz@gmail.com>
Sent: Friday, February 27, 2026 12:03 PM
To: City Council <council@aspen.gov>
Subject: West End Aspen Institute Housing Development

Dear Council,
Thank you for taking the time needed to thoroughly review the Aspen Institute's Housing Proposals. Although I have written with my concerns before, I would like to state my support for the following:

- This project should require a Level 2 Traffic Impact Analysis (TIA).
- Short-term housing is not appropriate in the West End, particularly given the traffic it will generate. A limited number of short term housing permits were issued by the city to ensure that the nature of the West End neighborhood would not be negatively impacted by having short term renters everywhere. How is this different?
- The three houses proposed on W. North Street for visiting professors should be eliminated or relocated to the rear of the Physics property. The easement on W. North Street should not be altered.
- Paid parking should be implemented in the West End to address ongoing congestion.
- Council should consider a reduction in the total number of units, particularly given that many units are designated for part-time employees and visiting occupants rather than full-time local workforce housing.

  The vesting period should be reduced from 10 years to 3-5 years max.

Thank you,

Amanda Mintz
817 W North St
ammomintz@gmail.com

CITY OF ASPEN

STAFF REPORT

TO: Mayor Richards and City Council

FROM: Jeffrey Barnhill, AICP, Principal Planner

THROUGH: Daniel Folke, AICP, Planning Director

MEETING DATE: Tuesday, March 10th, 2026

SUBJECT: Public Hearing – 3rd Reading | Ordinance #05, Series of 2026 | 845 Meadows Road - Aspen Meadows Affordable Housing Project | Major Amendment to a Planned Development, Growth Management Quota System, Certificates of Affordable Housing Credits, and Related Reviews

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INTENDED OUTCOME:
The intended purpose of this continued hearing was to allow the applicant time to respond to public comments and City Council comments from the hearing on Tuesday, February 24th. Staff has attached the latest Ordinance #05, Series of 2026, the applicant and staff responses to the 1st reading questions from City Council, the additional site access analysis from Jacobs Engineering, and all public comment from 2024 to March 2nd, 2026 (packet upload date). Here is a link to the previous packet for 2nd reading that was held on February 24th, 2026 with all exhibits, attachments, and previous information. https://d3n9y02raazwpg.cloudfront.net/cityofaspen/cffb9c17-ece3-11f0-bb28-005056a89546-da76106a-2e02-4fe6-bbb2-ae71e53e957b-1771553131.pdf

EXECUTIVE SUMMARY:
The Applicant proposes development of 60 housing units spread out over three parcels in the Aspen Meadows subdivision. The applicant anticipates housing for approximately 126 FTEs to be generated from this development. The development includes new trail connections, right-of-way improvements, reconfiguration of parking lots, and landscaping improvements. Pursuant to Land Use Code Section 26.445.110, the Community Development Director has determined that this application qualifies for Major Amendment to a Planned Development, triggering a three-step approval process: (1) a Project Review recommendation from the Planning and Zoning Commission (2) a **Project Review final decision from City Council – Current Step** and (3) a Detailed Review final decision from the Planning and Zoning Commission.

Staff supports a majority of the proposal for three reasons: (1) It represents a private affordable housing development within the roundabout; (2) Development of affordable

housing in this location is consistent with the goals set forth in the 2012 Aspen Area Community Plan; (3) The proposed development complies with most of the applicable land use code standards. With some adjustments, staff can fully support the proposed project. The Planning and Zoning Commission recommended City Council approval 5-1 with conditions under P&Z Resolution #10, Series of 2025.

RECOMMENDATIONS:
Staff recommends that Council adopt the Ordinance with the conditions in Ordinance #05, Series of 2026 at the continued Public Hearing or continue the public hearing to a date certain to be further reviewed. The following motion can be made:

Proposed Motion:
"I move to adopt Ordinance #05, Series of 2026."

Alternatively, Council may continue this public hearing to a date certain.

Possible Dates - March 24th, April 14th (Beaumont AVH Housing 2nd reading scheduled for this date), April 28th. Later dates are also available.

CITY MANAGER COMMENTS:

ATTACHMENTS:
- Ordinance #05, Series of 2026
Exhibit A – Applicant Responses to City Council Questions from 1st Reading
Exhibit B – Staff Responses to City Council Questions from 1st Reading
Exhibit C – AMFS Site Access Analysis – Jacobs Engineering
Exhibit D – Consolidated Application
Exhibit E – All Public Comment thru 3-2-2026

ORDINANCE #05
(SERIES OF 2026)

AN ORDINANCE OF THE ASPEN CITY COUNCIL APPROVING WITH CONDITIONS A MAJOR PLANNED DEVELOPMENT PROJECT REVIEW AMENDMENT, USE VARIATION, GROWTH MANAGEMENT REVIEW, CERTIFICATES OF AFFORDABLE HOUSING CREDIT, RESIDENTIAL DESIGN STANDARDS REVIEW, PARKING & TRANSPORTATION REVIEW, AND VESTED RIGHTS REVIEW ADJUSTMENT FOR LOTS 1A, 2, AND 3, THE ASPEN MEADOWS SUBDIVISION, ACCORDING TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT RECORDED JANUARY 24, 1992 IN PLAT BOOK 28 AT PAGE 5…(FULL LEGAL DESCRIPTIONS FOUND IN EXHIBIT A) COUNTY OF PITKIN, STATE OF COLORADO.

Parcel ID: Lot 1A 2735-121-29-008; Lot 2 2735-121-29-802; Lot 3 2735-121-29-803

WHEREAS, the Community Development Department received a joint land use application from The Aspen Institute, Inc., 790 Meadows Road, Aspen, CO 81611, Music Associates of Aspen, Inc. d/b/a Aspen Music Festival and School, 960 North Third St, Aspen, CO 81611, and Aspen Center for Physics at 700 West Gillespie St, Aspen, CO 81611 (referred to collectively herein as "Aspen Meadows" or "Applicants") requesting approval for three adjoining but separate and independent projects for the following land use review approvals:

- Planned Development – Project Review pursuant to Land Use Code Section 26.445; and,
- Use Variation Standards pursuant to Land Use Code Section 26.445.060; and,
- Growth Management Review pursuant to Land Use Code Section 26.470; and,
- Certificates of Affordable Housing Credit pursuant to Land Use Code Section 26.540; and,
- Residential Design Standards pursuant to Land Use Code Section 26.410; and,
- Transportation & Parking Management pursuant to Land Use Code Section 26.515; and,
- Vested Property Rights pursuant to Land Use Code Section 26.308; and,

WHEREAS, the Application is a joint application for development on three separate parcels identified herein by parcel ID as Lot 1A, Lot 2, and Lot 3. These parcels are adjacent to one another and governed by the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded at Reception #340938 (Plat Book 28 Pages 5-50). While the Applicants have submitted one application, the intent of the applicants is to proceed with development on their respective parcel independently of the development approved for the other parcels, such that some, part, or all of the aspects of approval may be utilized by the respective owners of the parcels as follows:

- Lot 1A - The Aspen Institute, Inc. proposes an Affordable Housing Development consisting of 13 housing units housing 29.75 FTEs and an additional 7,376 net leasable sq ft of Essential Public Facility space (inclusive of Essential Public Facility space and allocated non-unit space);

- Lot 2: The Music Associates of Aspen, Inc., d/b/a the Aspen Music Festival and School ("MAA") proposes an Affordable Housing Development consisting of 13 housing units housing 24 FTEs with a new access point from North Fourth St;

- Lot 3: The Aspen Center for Physics proposes an Affordable Housing Development consisting of 34 housing units with 63 bedrooms and a replacement of 3,891 net leasable sq ft of Essential Public Facility space (inclusive of Essential Public Facility space and allocated non-unit space); and,

WHEREAS, the proposed development on each parcel has been informed by neighborhood and community outreach, including two community open houses, neighborhood conversations, an open questionnaire, and individual conversations with neighbors and community members; and,

WHEREAS, the Community Development Department Staff reviewed each of the three proposed applications for development independently for compliance with the applicable review standards; and,

WHEREAS, the Development Review Committee, consisting of the Aspen Consolidated Sanitation District, City Engineering, the Building Department, the Environmental Health Department, the Parks Department, the Aspen/Pitkin County Housing Authority, and the Utilities Department provided referral comments to the Community Development Department; and,

WHEREAS, the City of Aspen Planning and Zoning Commission reviewed and considered the application under the applicable provisions of the Municipal Code as identified herein, reviewed the projects, heard public comment, and considered the recommendation of the Community Development Director, at duly noticed public hearings on September 17th, 2025, October 15th, 2025, and November 5th, 2025; and,

WHEREAS, on November 5th, 2025, the City of Aspen Planning & Zoning Commission found that the proposed development meets the applicable review criteria, and that approval of the requests is consistent with the goals and objectives of the Land Use Code, and voted to approve Resolution #10, Series of 2025, by a five to one (5-1) vote, recommending approval of the Applicants' requests for Major Planned Development Project Review Amendment, Use Variation Standards, Growth Management Review, Certificates of Affordable Housing Credit, Residential Design Standards, Transportation and Parking Management, and Vested Rights Review; and

WHEREAS, the City of Aspen City Council has reviewed and considered the Applicants' requests under the applicable provisions of the Municipal Code as identified herein, has reviewed and considered the recommendation of the Community Development Director, the Planning and Zoning Commission, the applicable referral agencies, and has taken and considered public comments at a public hearing; and,

WHEREAS, the Aspen City Council reviewed the application at a regular meeting on January 27, 2026 and approved Ordinance #05, Series of 2026 in a five to zero (5 – 0) vote at First Reading; and,

WHEREAS, the Aspen City Council reviewed the application at a regular meeting on February 24, 2026 and approved Ordinance ___, Series of 2026 in a _____ to _____ (__ - __) vote to approve each of the proposed projects for all three Applicants, with conditions; and,

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

NOW, THEREFORE BE IT RESOLVED, THE ASPEN CITY COUNCIL APPROVES OF THE JOINT DEVELOPMENT APPLICATION SUBMITTED BY THE ASPEN INSTITUTE, INC., MUSIC ASSOCIATES OF ASPEN, INC. D/B/A THE ASPEN MUSIC FESTIVAL AND SCHOOL, AND THE ASPEN CENTER FOR PHYSICS, SUBJECT TO THE FOLLOWING CONDITIONS:

PART A: APPROVAL FOR DEVELOPMENT OF THE ASPEN INSTITUTE, INC. PROPERTY WITH CONDITIONS

Section 1: Aspen Institute Planned Development – Major Amendment, Project Review

The components of the application for development on Lot 1A by The Aspen Institute, Inc. included all required submissions per Land Use Code Section 26.445.080 and have been reviewed and approved subject to 26.445.050, Project Review Standards. The following dimensions and uses for The Aspen Institute, Inc. property are approved by this Ordinance:

Part A Section 1: Aspen Institute Dimensional Standards Table	
Floor Area*	17,299 sq ft (421 sq ft Essential Public Facility; 16,223 sq ft Housing Units; 655 sq ft Non-Unit Area)
Net Leasable Area (for Essential Public Facility)*	7,376 sq ft Essential Public Facility Space (6,247 sq ft in basement, plus 1,129 sq ft allocated Non-Unit Area)
Net Livable Area (for Affordable Housing)*	15,535 sq ft Housing Units (12,332 sq ft in Housing Units, plus 3,203 sq ft allocated Non-Unit Area)
Total Deck Areas*	446 sq ft (associated with Housing Units) and 144 sq. ft. (associated with the removal of the skylight at the Walter Isaacson Center)
Building Height	23 feet 6 inches; roof-mounted mechanical and skylights to comply with calculation methodology of 26.575.020
Setbacks	North (measured from existing tennis courts to remain): 25 ft East (measured from Conservation Easement): 5 ft South (measured from Conservation Easement): 5 ft West (Meadows Road): 10 ft (0ft for sub grade garage)
* - these dimensions shall have up to 10% flexibility as part of the approved dimensional standards	

Part A Section 1: Aspen Institute Affordable Housing Units Table			
Unit Number	**Bedroom**	**Square Footage**	**FTEs Mitigated, per 26.470.050.d**
Unit 101	3-bd	1278	3
Unit 102	2-bd	871	2.25
Unit 103	2-bd	962	2.25
Unit 104	2-bd	966	2.25
Unit 105	2-bd	950	2.25
Unit 106	1-bd	636	1.75
Unit 201	3-bd	1275	3
Unit 202	2-bd	921	2.25
Unit 203	2-bd	961	2.25
Unit 204	2-bd	968	2.25
Unit 205	2-bd	950	2.25
Unit 206	1-bd	635	1.75
Unit 207	2-bd	959	2.25
13 units	**26 bedrooms**	**12,332**	**29.75**

Part A Section 1: Aspen Institute Transportation and Parking Table	
Total Parking Spaces	124 total spaces (5 on surface, 119 in garage)
Parking Assigned to Housing Units	13 spaces
Parking Assigned to new Essential Public Facility space	16 spaces
Additional Golf Cart Parking	24 additional spaces in garage
Transportation Mitigation	20.54 trips, per submitted TIA

Section 2: Aspen Institute Planned Development – Detailed Review and Final PD Plans

Pursuant to Land Use Code Section 26.445.090, *Documents & Deadlines,* The Aspen Institute, Inc. shall comply with the following deadlines:

A. Within one hundred eighty (180) days following the date of this Project Review Approval, The Aspen Institute, Inc. shall prepare and submit an approved plan set documenting the approval for Lot 1A.

B. Within one (1) year of this Project Review Approval, The Aspen Institute, Inc. shall prepare and submit the Detail PD Application. This application need not be submitted in conjunction with those for the other Aspen Meadows owners (Aspen Center for Physics or the MAA) and shall be processed and acted on independently of the Detail PD Applications for the other owners.

C. All Detail PD Plans and Development Documents shall be submitted pursuant to the dates and deadlines in the Land Use Code, or as otherwise amended in the Detail PD approval.

D. Building permits may be applied for, but not issued prior to recording the Detail PD documents described herein.

Section 3: Aspen Institute Growth Management Review

A. The Aspen Institute, Inc. is granted allotments for 13 affordable housing units and 7,376 sq ft of Essential Public Facility Space.
B. An audit for employees associated with the new Essential Public Facility Space shall be required at two (2) and five (5) years following the Certificate of Occupancy to confirm this. The auditor and audit will be reviewed and approved by APCHA. Any costs associated with the audit will be at the expense of The Aspen Institute, Inc.
C. Only those employees that are a result of the expanded Essential Public Facility space shall be subject to future mitigation. The housing units provided but not used to establish Certificates of Housing Credits, as identified in Section 6 of this Part A of this Ordinance, can be used to meet any mitigation requirements at that time. One-Hundred percent (100%) of any FTEs generated shall be mitigated.
D. APCHA shall request the audit from The Aspen Institute, Inc. Failure to request the audit shall not render any of the approvals invalid. The Aspen Institute, Inc. shall provide APCHA and the Community Development Department with the audit report. APCHA and the Community Development Department shall forward the audit to the APCHA Board, P&Z, and/or City Council, as applicable.

Section 4: Aspen Institute Residential Design Standards

A. The proposal by the Aspen Institute, Inc. for development on Lot 1A development meets Option 1 for building orientation as required by Land Use Code Section 26.412.040.b.4.
B. The proposal by the Aspen Institute, Inc. for development on Lot 1A meets the requirements of Residential Design Standards as proposed, and no variations are required. Minor design adjustments as part of the Final PD review or subsequent Amendments shall be reviewed in accordance with the procedures of Land Use Code Section 26.412, as amended.

Section 5: Aspen Institute Aspen Pitkin County Housing Authority Conditions of Approval:

A. The proposed Housing Units shall be deed restricted in accordance with the framework described in this Section, and shall be deed restricted to enable flexibility in the Category of tenants, up to Resident Occupied (RO).
B. The maximum rental rate that will be charged will be based on the category of that specific household and in accordance with the APCHA Guidelines.
C. The units shall be used to provide housing for full-time, part-time, visa or intern employees of Lots 1A and 1B of the Aspen Meadows PD, and selected at the sole and absolute discretion of The Aspen Institute, Inc. Under all circumstances, The Aspen Institute, Inc.'s employees shall be prioritized for use of the housing units. Use of the units by others, as described below, shall only occur if the period of tenancy will not interfere with The Aspen Institute, Inc.'s regular use of the units for their employees.
    1. If The Aspen Institute, Inc.'s employees are not able to utilize the housing units for any reason, the units shall first be made available to other Aspen Meadows owners (MAA and Aspen Center for Physics) for the use of their employees.
    2. If the other Aspen Meadows owners are not able to utilize the housing units for any reason, the units shall then be made available to other non-profit organizations in Pitkin County for use by their employees.

3. If no Pitkin County non-profit organizations elect to utilize the housing units for their employees, the units shall then be made available to other Pitkin County employers for use by their employees.

D. All bedrooms shall be large enough to contain at least a queen-size bed, dresser drawers, and must contain a closet.
E. Each unit must include a cooking area meeting the definition of a kitchen as stated in the Regulations.
F. Each unit shall have access to the proposed laundry facility.
G. A deed restriction consistent with the terms of this Section 5 of this Part A shall be provided to The Aspen Institute, Inc. to be signed and recorded on each unit, up to the RO designation, prior to Certificate of Occupancy.
H. Maximum rental rates are specified in the APCHA Regulations and the following must be followed.
    1. Tenants may not be charged for the following, either as rent or in addition to rent:
        i. Cost of electricity, gas, water and sanitation in common areas
        ii. Condominium dues/assessments
        iii. Management costs
        iv. Property taxes
        v. Landscaping costs
        vi. Snow plowing/shoveling
        vii. Condominium Insurance
    2. Additional costs that can be charged to the tenant, but must be verified by APCHA, are:
        i. Electricity, gas and/or water if not separately metered – metered costs must be based on the tenant's share of such utilities attributable to the tenant's net livable area. Tenants will be responsible for individually metered utilities.
        ii. Trash, but proportionally based on the tenant's net livable area.
        iii. Other operational costs, only when reviewed by APCHA and approved to be charged, must be based on the tenant's share attributable to the tenant's net livable area.
I. Only tenants whom qualify according to the deed restrictions and this approval shall occupy the units, regardless of the time period of occupancy. Leases must meet allowable rental rates and will state the period of the lease period.
J. For leases of less than six months the organization shall qualify the tenants based on the APCHA Guidelines.
K. For any unit with a lease of six (6) months or longer, prior to occupancy of a deed-restricted rental unit, APCHA must qualify the tenant. All documentation required under the APCHA Regulations, as amended, must be provided. The tenant must provide the owner/landlord with proof of documentation and qualification by APCHA prior to occupancy. Prior to occupancy, the owner will be required to provide a copy of the lease agreement to APCHA for approval.
L. No tenant in any of the units can own any other residential property within the ownership exclusion zone as defined by the APCHA Regulations.
M. The minimum rental time period shall be at least thirty (30) days, and may be up to one (1) year, with no limit on lease extensions.

N. Each unit must meet occupancy standards of one person per bedroom, according to APCHA standards.
O. No short-term rentals, as defined as a specific term and use in the Land Use Code, are permitted.

Section 6: Aspen Institute Certificates of Housing Credits Conditions of Approval:

A. The proposed The Aspen Institute, Inc.'s Housing Units shall qualify for the creation of Affordable Housing Credits, based on the unit categories permitted in Section 26.540 at the time of the establishment of the Housing Credit.
B. The Aspen Institute, Inc. shall be permitted to establish Housing Credits for any units not used to otherwise meet housing mitigation requirements for the organization.

Section 7: Aspen Institute Parks Department Conditions of Approval:

A. The Aspen Institute, Inc.'s design shall be compliant with all sections of the City of Aspen Municipal Code, Chapter 13.20, and all tree preservation standards published by the Parks and Open Space Department.
B. A new soft surface trail easement shall be provided for the existing "cut through" path on Lot 1A that connects to the existing trail easement on Lot 3.
C. The updated Plat shall depict all trails dedicated or conveyed to public use and all easements linking off-site trails to the Project's trail system. Written easements shall be executed and conveyed confirming the as-built and amended location of each easement. These shall be a requirement of the final Certificate of Occupancy.
D. A crosswalk shall be added across Meadows Road, connecting the extended trail from the Racetrack to the Meadows trail on the other side of the road.
E. All trees in excellent condition, including the non-fruiting crabapple trees, that are proposed for removal within project disturbance areas shall be studied for relocation on Parcel 1A.
F. All re-vegetation shall be approved, inspected, and monitored by the City to ensure that re-vegetation efforts and the protection of the same are successful.
G. All trail easements shall consist of the trail width plus two feet on each side of the trail plus required temporary construction easements to be shown on the updated Plat.
H. The Aspen Institute, Inc. shall submit a tree removal and preservation plan report developed by a qualified arborist to the Parks and Open Space Department for review prior to its application for a building permit.
I. Public right-of-way trees shall be preserved to the fullest extent possible, and the adverse effects of The Aspen Institute, Inc.'s project shall be minimized to the extent practicable.
J. Parks and Open Space shall grant or deny the removal of, or material damage to, any public right-of-way tree due to proposed development.
K. Public right-of-way tree removal, tree planting, tree preservation, and irrigation plans for public right-of-way trees shall be coordinated with Parks and Open Space.
    1. The Aspen Institute, Inc. shall coordinate all impacts to public right-of-way trees with the Aspen City Forester prior to building permit and as utility locates and designs are validated. Exploratory pneumatic excavation (air-spading) may be required where improvements are proposed within Critical Root Zones to remain.
    2. Existing trees that will be affected by new development shall be identified and relocated on the property to the maximum extent possible.

3. Revegetation of all disturbed areas of native vegetation will occur based on City of Aspen guidelines and reviewed by Parks and Open Space

L. Permit documents shall include an accurate tree survey for each site dated within one-year identifying locations of all trees four (4) inches or over identified by trunk diameter and species; three (3) inches or over for native species as defined by Ch.13.20.020(a).

M. Permit documents shall include tree removal plans, site specific tree protection and preservation plans, tree planting plans, and irrigation plans. Critical Root Zones to be protected and preserved shall be accurately illustrated to scale on development plan sheets with 1" of surveyed diameter at breast height (DBH) equaling 1' in radius of required Tree Protection Zone. Protection and preservation plans shall indicate the location of all protective zones and methodologies for approval by the City Forester and shall prohibit excavation, storage of materials, storage of construction backfills, storage of equipment, and access over or through the zone(s) by foot or vehicle.

N. Permit documents shall include, and note, any proposed grade changes within Critical Root Zones to be protected and preserved throughout site disruption.

O. Permit documents shall include the location of all site improvements including subsurface improvements such as utilities, irrigation infrastructure, or foundation work.

P. Tree Protection Zones shall be erected at the limits of all Critical Root Zones to be protected and preserved throughout site disruption until a Certificate of Occupancy is issued for the development(s) unless otherwise approved by the City Forester.

Q. Parks and Open Space may require protection areas to be established on site to protect existing natural resources as appropriate (vegetation not included in the definition set forth in Sec.13.20.020(a)).

R. A Development-Related Tree Removal / Critical Root Zone Excavation Permit shall be submitted, reviewed, and issued by the City Forester upon completion of the Parks and Open Space building permit application review for each proposed development.

1. Development-Related Tree Removal / Critical Root Zone Excavation Permit issuance is required prior to activity occurring on site. Mitigation for removals must be met by the replacement of trees on site, paying a cash-in-lieu fee, or a combination of both, pursuant to Chapter 13.20 of the City Municipal Code. The Aspen Institute, Inc. shall explore potential planting sites around the property to allow sustainable planting and full maturation of all trees planted.

Section 8: Aspen Institute Engineering Department Conditions of Approval:

A. The Transportation Impact Analysis and Parking Requirements for The Aspen Institute, Inc. shall be finalized at Detailed Review approval according to the Engineering and Transportation Departments. The design team will collaborate with the departments to explore mitigation techniques available in the future. Physical and/or service improvements are the preferred method of mitigation with fee-in-lieu permitted for any remaining unmitigated trips or parking spaces.

B. Based on the initial analysis completed for the Project Review Application, The Aspen Institute, Inc. is proposing mitigation measures of an estimated 20.54 trips, when 18.7 are generated. The Aspen Institute, Inc. is only required to mitigate for the trips generated, but may choose to provide additional mitigation measures. These calculations shall be updated as part of the Detail Review.

C. Water Department will-serve letter will need to be approved by the Water Department before Detailed Review Submission. The City may grant an extension of the deadline to file the Detailed Review Submission described in Section 2 of this Part A of this Ordinance if required to ensure compliance with this section.
D. The proposed development shall comply with all Engineering Standards and the Urban Runoff Management Plan.
E. A crosswalk shall be added across Meadows Road, connecting the extended trail from the Racetrack to the Meadows trail on the other side of the road.

Section 9: Aspen Institute Environmental Health Department Conditions of Approval:

A. The proposed trash, compost, and recycling facilities as proposed in the plan set meet the requirements of the Municipal Code Chapter 12.10. This includes trash, compost, and recycling space of approximately 215 sq ft, with pick up at grade as depicted in the application. This space shall accommodate trash, compost, and recycling for the new housing units and for the expanded Essential Public Facility Space.

Section 10: Aspen Institute Vested Rights:

The development approvals granted herein shall constitute a vested property right attaching to and running with the lot for a period of three (3) years from the date of issuance of a development order. A development order will be issued pursuant to the Final Detailed PD approvals. However, any failure to abide by any of the terms and conditions attendant to this approval shall result in the forfeiture of said vested property right.

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PART B: APPROVAL FOR DEVELOPMENT OF MAA PROPERTY WITH CONDITIONS

Section 1: MAA Planned Development – Major Amendment, Project Review

The components of the application for the development of Lot 2 by the MAA included all required submissions per Land Use Code Section 26.445.080 and have been reviewed and approved subject to 26.445.050, Project Review Standards. The following dimensions and uses for the MAA property are approved by this Ordinance:

Part B Section 1: MAA Dimensional Standards Table	
Floor Area*	13,246 sq ft (12,885 sq ft Housing Units; 361 sq ft Non-Unit Area in Bike / Maintenance Building)
Net Livable Area (for Affordable Housing)*	10,788 sq ft - Housing Units (10,427 sq ft in Housing Units, plus 361 sq ft allocated Non-Unit Area)
Total Deck Areas*	1,356 sq ft (1,198 sq ft associated with Housing Units; 158 sq ft associated with Bike / Maintenance Building)
Building Height	28 feet; roof-mounted mechanical and skylights to comply with calculation methodology of 26.575.020
Setbacks	North (measured from Open Space Boundary): 50 ft East (measured from N 3rd): 10 ft South (measured from Gillespie St.): 10 ft West (measured from parallel parking spaces to remain): 22 ft
* - these dimensions shall have up to 10% flexibility as part of the approved dimensional standards	

Part B Section 1: MAA Affordable Housing Units Table			
Unit Number	**Bedroom**	**Square Footage**	**FTEs Mitigated, per 26.470.050.d**
Unit 1A	1-bd	692	1.75
Unit 1B	1-bd	671	1.75
Unit 2	studio	496	1.25
Unit 3A	1-bd	692	1.75
Unit 3B	1-bd	671	1.75
Unit 4	2-bd	1,154	2.25
Unit 5A	1-bd	692	1.75
Unit 5B	1-bd	671	1.75
Unit 6	studio	496	1.25
Unit 7A	1-bd	692	1.75
Unit 7B	1-bd	671	1.75
Unit 8	2-bd	1154	2.25
Unit 9	3-bd	1675	3
13 units	**17 bedrooms**	**10,427**	**24**

Part B Section 1: MAA Transportation and Parking Table	
Total Parking Spaces	289 total spaces (274 in parking area for AMFS; 15 new spaces for Housing Units)
Parking Assigned to Housing Units	15 spaces
Parking Assigned to existing AMFS operations	274 spaces
Transportation Mitigation	65.28 trips, per submitted TIA
Parcel Vehicular Access Changes (Shown on proposed development plan)	• Maintain and relocate northern-most parking lot entry on N Third St to the north; • Conversion of existing entry southern-most parking lot entry to a driveway entry to one (1) housing unit on N Third St; • Addition of new parking lot entry at N Fourth St from the southern property line; • Maintain existing parking lot and bus drive lane at N Fifth St on the southern property line.

Section 2: MAA Planned Development – Detailed Review and Final PD Plans

Pursuant to Land Use Code Section 26.445.090, *Documents & Deadlines,* the MAA shall comply with the following deadlines:

A. Within one hundred eighty (180) days following the date of this Project Review Approval, the MAA shall prepare and submit an approved plan set documenting the approval for Lot 2.
B. Within one (1) year of this Project Review Approval, the MAA shall prepare and submit the Detail PD Application. This application need not be submitted in conjunction with those for the other Aspen Meadows owners (Aspen Institute or the Aspen Center for Physics) and shall be processed and acted on independently of the Detail PD Applications for the other owners.
C. All Detail PD Plans and Development Documents shall be submitted pursuant to the dates and deadlines in the Land Use Code, or as otherwise amended in the Detail PD approval.
D. Building permits may be applied for but not issued prior to recording the Detail PD documents described herein.

Section 3: MAA Growth Management Review

A. The Planning and Zoning Commission recommends in favor of granting allotments for 13 affordable housing units.

Section 4: MAA Residential Design Standards

A. The building located and accessed from North 3rd Street is hereby found to meet the intent of building orientation (Sec. 26.412.040.b.1) as proposed, due to the following design and neighborhood conditions:
    1. This building is accessed from the updated site access point from North 3rd Street, and has a strong orientation to this access area.

2. The design reflects the scale and orientation of the R-15 properties that are immediately to the east.
3. The overall building scale is consistent with the area. It is limited to two-stories in height and includes traditional residential building features, including porches.

B. The proposal meets Option 2 for building orientation as required by Section 26.412.040.b.4.
C. The proposal meets all other Residential Design Standards and a variation is not required. Minor design adjustments as part of the Final PD review or subsequent Amendments shall be reviewed in accordance with the procedures of Land Use Code Section 26.412, as amended.

Section 5: MAA Aspen Pitkin County Housing Authority Conditions of Approval:

A. The proposed MAA Housing Units shall be deed restricted in accordance with the framework described in this Section, and shall be deed restricted to enable flexibility in the Category of tenants, up to Resident Occupied (RO).
B. The maximum rental rate that will be charged will be based on the category of that specific household and in accordance with the APCHA Guidelines.
C. The units shall be used to provide housing for MAA full-time staff, part-time staff, program participants, students, and faculty, and selected at the sole and absolute discretion of the MAA. Under all circumstances, MAA staff, program participants, students, and faculty shall be prioritized for use of the housing units. Use of the units by others, as described below, shall only occur if the period of tenancy will not interfere with the MAA's regular use of the units for its staff, program participants, students, and faculty.
    1. If MAA staff, participants, students, or faculty are not able to utilize the housing units for any reason, the units shall first be made available to other Aspen Meadows owners (The Aspen Institute, Inc., and the Aspen Center for Physics) for the use of their employees.
    2. If the other Aspen Meadows owners are not able to utilize the housing units for any reason, the units shall then be offered to other non-profit organizations in Pitkin County for use by their employees.
    3. If no Pitkin County non-profit organizations are able to utilize the housing units pursuant to this Section C for their employees, the units shall then be made available to other Pitkin County employers for use by their employees.
    4. Under all circumstances, the rental of the unit shall be based on the unit's primary function as housing for MAA, as described herein and in the deed restriction. The occupancy of the unit by non-MAA employees shall not be prioritized over housing for MAA.
D. All bedrooms shall be large enough to contain at least a queen-size bed, dresser drawers, and must contain a closet.
E. Each unit must include a cooking area meeting the definition of a kitchen as stated in the Regulations.
F. The units shall include an in-unit laundry area with a washer and dryer.
G. A deed restriction shall be provided to the MAA to be signed and recorded on the unit, up to the RO designation, prior to Certificate of Occupancy.
H. Maximum rental rates are specified in the Regulations and the following must be followed.
    1. Tenants may not be charged for the following, either as rent or in addition to rent:

i. Cost of electricity, gas, water and sanitation in common areas
ii. Condominium dues/assessments
iii. Management costs
iv. Property taxes
v. Landscaping costs
vi. Snow plowing/shoveling
vii. Condominium Insurance

2. Additional costs that can be charged to the tenant, but must be verified by APCHA, are:
   i. Electricity, gas and/or water if not separately metered – metered costs must be based on the tenant's share of such utilities attributable to the tenant's net livable area. Tenants will be responsible for individually metered utilities.
   ii. Trash, but proportionally based on the tenant's net livable area.
   iii. Other operational costs, only when reviewed by APCHA and approved to be charged, must be based on the tenant's share attributable to the tenant's net livable area.

I. Only tenants whom qualify according to the deed restrictions and this approval shall occupy the units, regardless of the time period of occupancy. Leases must meet allowable rental rates and will state the period of the lease period.
J. For leases of less than six (6) months, the organization shall qualify the tenants.
K. For any unit with a lease of six (6) months or longer, prior to occupancy of a deed-restricted rental unit, APCHA must qualify the tenant. All documentation required under the APCHA Regulations must be provided. The tenant must provide MAA with proof of documentation and qualification by APCHA prior to occupancy. Prior to occupancy, MAA will be required to provide a copy of the lease agreement to APCHA for approval.
L. No tenant in any of the units can own any other residential property within the ownership exclusion zone as defined by the APCHA Regulations.
M. The minimum rental time period shall be at least thirty (30) days, and may be up to one (1) year.
N. Each unit for which a housing credit is issued must meet occupancy standards of one person per bedroom, according to APCHA standards.
O. No short-term rentals, as defined as a specific term and use in the Land Use Code, are permitted.

Section 6: MAA Certificates of Housing Credits Conditions of Approval:

A. The proposed MAA Housing Units shall qualify for the creation of Affordable Housing Credits, based on the unit categories permitted in Section 26.540 at the time of the establishment of the Housing Credit.

Section 7: MAA and School Parks Department Conditions of Approval:

A. The MAA's design shall be compliant with all sections of the City of Aspen Municipal Code, Chapter 13.20, and all tree preservation standards published by the Parks and Open Space Department.
B. A new pedestrian easement shall be provided for the proposed connections from Gillespie Street to the new bus shelter, generally in alignment with 5th street.

C. A new trail easement shall be provided for the relocated trail connection from N. 3rd Street, located to the north of the proposed Housing Unit parking.
D. The approved Plat shall depict all trails dedicated or conveyed to public use and all easements linking off-site trails to the Project's trail system. Written easements shall be executed and conveyed confirming the as-built and amended location of each easement. These shall be a requirement of the final Certificate of Occupancy.
E. All re-vegetation shall be approved, inspected, and monitored by the City to ensure that re-vegetation efforts and the protection of the same are successful.
F. All trail easements shall consist of the trail width plus two feet on each side of the trail plus required temporary construction easements to be shown on the approved Plat.
G. Coordinate proposed MAA parking surface detail, utility connections, and Gillespie Street right-of-way tree impacts with City Forester prior to building permit.
H. The MAA shall submit a tree removal and preservation plan report developed by a qualified arborist to the Parks and Open Space Department for review prior to the application for a building permit.
I. Public right-of-way trees shall be preserved to the fullest extent possible, and the adverse effects of the Project shall be minimized to the extent practicable.
J. Parks and Open Space shall grant or deny the removal of, or material damage to, any public right-of-way tree due to proposed development.
K. Public right-of-way tree removal, tree planting, tree preservation, and irrigation plans for public right-of-way trees shall be coordinated with Parks and Open Space.
    1. The MAA shall coordinate all impacts to public right-of-way trees with the Aspen City Forester prior to building permit and as utility locates and designs are validated. Exploratory pneumatic excavation (air-spading) may be required where improvements are proposed within Critical Root Zones to remain.
    2. Existing trees that will be affected by new development shall be identified and relocated on the property to the maximum extent possible.
    3. Revegetation of all disturbed areas of native vegetation will occur based on City of Aspen guidelines and reviewed by Parks and Open Space
L. Permit documents shall include an accurate tree survey for each site dated within one-year identifying locations of all trees four (4) inches or over identified by trunk diameter and species; three (3) inches or over for native species as defined by Ch.13.20.020(a).
M. Permit documents shall include tree removal plans, site specific tree protection and preservation plans, tree planting plans, and irrigation plans. Critical Root Zones to be protected and preserved shall be accurately illustrated to scale on development plan sheets with 1" of surveyed diameter at breast height (DBH) equaling 1' in radius of required Tree Protection Zone. Protection and preservation plans shall indicate the location of all protective zones and methodologies for approval by the City Forester and shall prohibit excavation, storage of materials, storage of construction backfills, storage of equipment, and access over or through the zone(s) by foot or vehicle.
N. Permit documents shall include, and note, any proposed grade changes within Critical Root Zones to be protected and preserved throughout site disruption.
O. Permit documents shall include the location of all site improvements including subsurface improvements such as utilities, irrigation infrastructure, or foundation work.

P. Tree Protection Zones shall be erected at the limits of all Critical Root Zones to be protected and preserved throughout site disruption until a Certificate of Occupancy is issued for the development(s) unless otherwise approved by the City Forester.
Q. Parks and Open Space may require protection areas to be established on site to protect existing natural resources as appropriate (vegetation not included in the definition set forth in Sec.13.20.020(a)).
R. A Development-Related Tree Removal / Critical Root Zone Excavation Permit shall be submitted, reviewed, and issued by the City Forester upon completion of the Parks and Open Space building permit application review for each proposed development.
    1. Development-Related Tree Removal / Critical Root Zone Excavation Permit issuance is required prior to activity occurring on site. Mitigation for removals must be met by the replacement of trees on site, paying a cash-in-lieu fee, or a combination of both, pursuant to Chapter 13.20 of the City Municipal Code. The MAA shall explore potential planting sites around its property to allow sustainable planting and full maturation of all trees planted.

Section 8: MAA Engineering Department Conditions of Approval:

A. The Transportation Impact Analysis and Parking Requirements for the MAA shall be finalized at Detailed Review approval according to the Engineering and Transportation Departments. The design team will collaborate with the departments to explore mitigation techniques available in the future. Physical and/or service improvements are the preferred method of mitigation with fee-in-lieu permitted for any remaining unmitigated trips or parking spaces.
B. Based on the initial analysis completed for the Project Review Application, MAA is proposing mitigation measures of an estimated 65.28 trips, when 11.6 are generated. MAA is only required to mitigate for the trips generated, but may choose to provide additional mitigation measures. These calculations shall be updated as part of the Detail Review.
C. Water Department will-serve letter will need to be approved by the Water Department before Detailed Review Submission. The City may grant an extension of the deadline to file the Detailed Review Submission described Section 2 of this Part B this Ordinance if required to ensure compliance with this section.
D. The proposed MAA development shall comply with all Engineering Standards and the Urban Runoff Management Plan.
E. A crosswalk shall be added across Gillespie Avenue at 4th Street to support the City's 4th street Pedestrian Bikeway.

Section 9: MAA Environmental Health Department Conditions of Approval:

A. The proposed trash, compost, and recycling facilities for Lot 2 as shown in the proposed plans meet the requirements of the Municipal Code Chapter 12.10. This includes trash, compost, and recycling space of approximately 150 sq ft, with pick up at grade as depicted in the application. This space shall accommodate trash, compost, and recycling for the new housing units.

Section 10: MAA Vested Rights:

The development approvals granted herein shall constitute a vested property right attaching to and running with the lot for a period of three (3) years from the date of issuance of a development order.

A development order will be issued pursuant to the Final Detailed PD approvals. However, any failure to abide by any of the terms and conditions attendant to this approval shall result in the forfeiture of said vested property right.

PART C: APPROVAL FOR DEVELOPMENT OF THE ASPEN CENTER FOR PHYSICS PROPERTY WITH CONDITIONS

Section 1: Aspen Center for Physics Planned Development – Major Amendment, Project Review

The components of the application for the development of Lot 3 by the Aspen Center for Physics included all required submissions per Land Use Code Section 26.445.080 and have been reviewed and approved subject to 26.445.050, Project Review Standards. The following dimensions and uses for the Aspen Center for Physics project are approved by this Ordinance:

Part C Section 1: Aspen Center for Physics Dimensional Standards Table	
Floor Area*	32,326 sq ft (28,435 sq ft Housing Units; 3,891 sq ft Essential Public Facility)
Net Leasable Area (for Essential Public Facility)*	3,891 sq ft Essential Public Facility Space (2,036 sq ft on the main level of Building 5, plus 345 in Building 9, and 632 sq ft allocated Non-Unit Area in Building 5**)
Net Livable Area (for Affordable Housing)*	23,705 sq ft Housing Units (23,072 sq ft in Housing Units, plus 633 sq ft allocated Non-Unit Area in Building 5**)
Total Deck Areas*	1,468 sq ft
Building Height	28 feet; roof-mounted mechanical and skylights to comply with calculation methodology of 26.575.020
Setbacks	North (measured from Wildlife Preservation Zone): 10 ft East: 10 ft South: 10 ft West: 10 ft
* - these dimensions shall have up to 10% flexibility as part of the approved dimensional standards	
** - the allocation of non-unit space is shown here based on an even 50/50 split for the basement space in Building 5. However, the allocation of this space may adjust between the uses without requiring an amendment to the approval such that there shall be no more than 3,891 sq ft of Essential Public Facility space	

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Part C Section 1: Aspen Center for Physics Affordable Housing Units Table			
Building	**Unit Number**	**Bedroom**	**Square Footage**
ACP 1	Unit 1	Studio	236
	Unit 2	2-bd	682
	Unit 3	3-bd	918
	Unit 4	3-bd	918
	Unit 5	2-bd	682
	Unit 6	Studio	236
ACP 2	Unit 7	Studio	236
	Unit 8	1-bd	419
	Unit 9	1-bd	499
	Unit 10	2-bd	682
	Unit 11	3-bd	918
	Unit 12	2-bd	682
	Unit 13	Studio	236
ACP 3	Unit 14	Studio	236
	Unit 15	1-bd	419
	Unit 16	1-bd	499
	Unit 17	2-bd	682
	Unit 18	3-bd	918
	Unit 19	2-bd	682
	Unit 20	Studio	236
ACP 4	Unit 21	Studio	236
	Unit 22	1-bd	419
	Unit 23	1-bd	499
	Unit 24	2-bd	682
	Unit 25	3-bd	918
	Unit 26	2-bd	682
	Unit 27	Studio	236
ACP 5	Unit 28	Dorm (6-bd)	2063
ACP 6	Unit 29	Studio	356
	Unit 30	3-bd	1751
ACP 7	Unit 31	Studio	356
	Unit 32	3-bd	1751
ACP 8	Unit 33	Studio	356
	Unit 34	3-bd	1751
8 Structures	**34 units**	**63 bedrooms**	**23,072 sq ft**

Part C Section 1: Aspen Center for Physics Transportation and Parking Table	
Total Parking Spaces	26 total spaces (20 in existing parking area; 6 new spaces for Housing Units)
Parking Assigned to Housing Units	17 proposed parking units (6 parking spaces; 2 electric golf carts available for tenants; additional 9 spaces mitigated through excess TIA Credits)
Parking Assigned to new Essential Public Facility space	20 existing spaces
Additional Golf Cart Parking	2 additional spaces in Building 9
Transportation Mitigation	40.1 trips, per submitted TIA

Section 2: Aspen Center for Physics Planned Development – Detailed Review and Final PD Plans

Pursuant to Land Use Code Section 26.445.090, *Documents & Deadlines,* the Aspen Center for Physics shall comply with the following deadlines:

A. Within one hundred eighty (180) days following the date of this Project Review Approval, the Aspen Center for Physics shall prepare and submit an approved plan set documenting the approval for Lot 3.
B. Within one (1) year of this Project Review Approval, the Aspen Center for Physics shall prepare and submit the Detail PD Application. This application need not be submitted in conjunction with those for the other Aspen Meadows owners (The Aspen Institute, Inc. or the MAA) and shall be processed and acted on independently of the Detail PD Applications for the other owners.
C. All Detail PD Plans and Development Documents shall be submitted pursuant to the dates and deadlines in the Land Use Code, or as otherwise amended in the Detail PD approval.
D. Building permits may be applied for but not issued prior to recording the Detail PD documents described herein.

Section 3: Aspen Center for Physics Growth Management Review

A. The Planning and Zoning Commission recommends in favor of granting allotments for 34 affordable housing units and the replacement of 3,891 sq ft of existing Essential Public Facility Space for the Aspen Center for Physics project.
B. An audit for the Essential Public Facility space shall not be required, as there is no net increase in space as part of the application.

Section 4: Aspen Center for Physics Residential Design Standards

A. The three buildings located on North Street include attached garages, which are hereby approved to be setback from the front-most wall of the building by six (6) feet, which meets the intent of garage placement (Sec 26.412.040.b.3).
B. The proposal meets Option 1 for building orientation as required by Section 26.412.040.b.4.
C. The proposal meets all other Residential Design Standards and a variation is not required. Minor design adjustments as part of the Final PD review or subsequent Amendments

shall be reviewed in accordance with the procedures of Land Use Code Section 26.412, as amended.

Section 5: Aspen Center for Physics Aspen Pitkin County Housing Authority Conditions of Approval:

A. The proposed Housing Units shall be deed restricted in accordance with the framework described in this Section, and shall be deed restricted to enable flexibility in the Category of tenants, up to Resident Occupied (RO).
B. Under all circumstances, Aspen Center for Physics participants shall be prioritized for use of the housing units. Use of the units by others, as described below, shall only occur if the period of tenancy will not interfere with the Aspen Center for Physics regular use and occupancy of the units for their program participants and their families.
    1. If Aspen Center for Physics program participants and their families are not able to utilize the housing units for any reason, the units shall first be made available to any Aspen Center for Physics employees. The maximum rental rate that will be charged will be based on the category of that specific household and in accordance with the APCHA Guidelines.
    2. If Aspen Center for Physics program participants, their families, or Aspen Center for Physics employees are not able to utilize the housing units for any reason, the units shall then be made available to other Aspen Meadows owners for their use (e.g. MAA and The Aspen Institute, Inc.). The maximum rental rate that will be charged will be based on the category of that specific household and in accordance with the APCHA Guidelines.
    3. If the Aspen Meadows owners are not able to utilize the housing units for any reason, the units shall then be made available to other non-profit organizations in Pitkin County. The maximum rental rate that will be charged will be based on the category of that specific household and in accordance with the APCHA Guidelines.
C. All bedrooms shall be large enough to contain at least a queen-size bed, dresser drawers, and must contain a closet or armoire.
D. Each 1-bedroom, 2-bedroom, and 3-bedroom unit must include a cooking area meeting the definition of a kitchen as stated in the Regulations. All Studio Units and Dormitory Units shall have access to the shared on-site kitchen facility.
E. All tenants shall have access to a laundry area with a washer and dryer in close proximity to their unit, accommodated either in their unit or by access to the shared on-site laundry facility.
F. A deed restriction shall be provided to the Aspen Center for Physics to be signed and recorded on the unit, up to the RO designation, prior to Certificate of Occupancy.
G. Maximum rental rates are specified in the APCHA Regulations and the following must be followed.
    1. Tenants may not be charged for the following, either as rent or in addition to rent:
        i. Cost of electricity, gas, water and sanitation in common areas
        ii. Condominium dues/assessments
        iii. Management costs
        iv. Property taxes
        v. Landscaping costs
        vi. Snow plowing/shoveling

vii. Condominium Insurance

2. Additional costs that can be charged to the tenant, but must be verified by APCHA, are:
    i. Electricity, gas and/or water if not separately metered – metered costs must be based on the tenant's share of such utilities attributable to the tenant's net livable area. Tenants will be responsible for individually metered utilities.
    ii. Trash, but proportionally based on the tenant's net livable area.
    iii. Other operational costs, only when reviewed by APCHA and approved to be charged, must be based on the tenant's share attributable to the tenant's net livable area.

H. Only tenants whom qualify according to the deed restrictions and this approval shall occupy the units, regardless of the time period of occupancy. Leases must meet allowable rental rates and will state the period of the lease period.

I. For leases of less than six months, the organization shall qualify the tenants based on the APCHA Guidelines.

J. For any unit with a lease of six (6) months or longer, prior to occupancy of a deed-restricted rental unit, APCHA must qualify the tenant. All documentation required under the APCHA Regulations must be provided. The tenant must provide the owner/landlord with proof of documentation and qualification by APCHA prior to occupancy. Prior to occupancy, the owner will be required to provide a copy of the lease agreement to APCHA for approval.

K. No tenant in any of the units can own any other residential property within the ownership exclusion zone as defined by the APCHA Regulations.

L. There shall be no minimum or maximum rental period for the units.

M. No short-term rentals, as defined as a specific term and use in the Land Use Code, are permitted. Aspen Center for Physics' use of the units by Aspen Center for Physics participants and their families shall not constitute short-term rentals.

Section 6: Aspen Center for Physics Parks Department Conditions of Approval:

A. The applicant shall propose an equal alternative trail easement over and across Lot 3 from Gillespie to the race track trail on Lot 1. The easement(s) shall not be less than 8 feet wide, and the trails shall not exceed 6 feet in width.

B. The Aspen Center for Physic's design shall be compliant with all sections of the City of Aspen Municipal Code, Chapter 13.20, and all tree preservation standards published by the Parks and Open Space Department.

C. A new soft surface trail easement shall be provided for the proposed trail connections on the north portion of Lot 3, providing a connection from the Music Tent on Lot 2 to the Race Track Trail on Lot 1A.

D. The updated Plat shall depict all trails dedicated or conveyed to public use and all easements linking off-site trails to the Project's trail system. Written easements shall be executed and conveyed confirming the as-built and amended location of each easement. These shall be a requirement of the final Certificate of Occupancy.

E. All re-vegetation shall be approved, inspected, and monitored by the City to ensure that re-vegetation efforts and the protection of the same are successful.

F. All trail easements shall consist of the trail width plus two feet on each side of the trail plus required temporary construction easements to be shown on the approved Plat.

G. The Aspen Center for Physics shall submit a tree removal and preservation plan report developed by a qualified arborist to the Parks and Open Space Department for review prior to the application for a building permit.
H. Public right-of-way trees shall be preserved to the fullest extent possible, and the adverse effects of the Project shall be minimized to the extent practicable.
I. Parks and Open Space shall grant or deny the removal of, or material damage to, any public right-of-way tree due to proposed development.
J. Public right-of-way tree removal, tree planting, tree preservation, and irrigation plans for public right-of-way trees shall be coordinated with Parks and Open Space.
    1. The Aspen Center for Physics shall coordinate all impacts to public right-of-way trees with the Aspen City Forester prior to building permit and as utility locates and designs are validated. Exploratory pneumatic excavation (air-spading) may be required where improvements are proposed within Critical Root Zones to remain.
    2. Existing trees that will be affected by new development shall be identified and relocated on the property to the maximum extent possible.
    3. Revegetation of all disturbed areas of native vegetation will occur based on City of Aspen guidelines and reviewed by Parks and Open Space
K. Permit documents shall include an accurate tree survey for each site dated within one-year identifying locations of all trees four (4) inches or over identified by trunk diameter and species; three (3) inches or over for native species as defined by Ch.13.20.020(a).
L. Permit documents shall include tree removal plans, site specific tree protection and preservation plans, tree planting plans, and irrigation plans. Critical Root Zones to be protected and preserved shall be accurately illustrated to scale on development plan sheets with 1" of surveyed diameter at breast height (DBH) equaling 1' in radius of required Tree Protection Zone. Protection and preservation plans shall indicate the location of all protective zones and methodologies for approval by the City Forester and shall prohibit excavation, storage of materials, storage of construction backfills, storage of equipment, and access over or through the zone(s) by foot or vehicle.
M. Permit documents shall include, and note, any proposed grade changes within Critical Root Zones to be protected and preserved throughout site disruption.
N. Permit documents shall include the location of all site improvements including subsurface improvements such as utilities, irrigation infrastructure, or foundation work.
O. Tree Protection Zones shall be erected at the limits of all Critical Root Zones to be protected and preserved throughout site disruption until a Certificate of Occupancy is issued for the development(s) unless otherwise approved by the City Forester.
P. Parks and Open Space may require protection areas to be established on site to protect existing natural resources as appropriate (vegetation not included in the definition set forth in Sec.13.20.020(a)).
Q. A Development-Related Tree Removal / Critical Root Zone Excavation Permit shall be submitted, reviewed, and issued by the City Forester upon completion of the Parks and Open Space building permit application review for each proposed development.
    1. Development-Related Tree Removal / Critical Root Zone Excavation Permit issuance is required prior to activity occurring on site. Mitigation for removals must be met by the replacement of trees on site, paying a cash-in-lieu fee, or a combination of both, pursuant to Chapter 13.20 of the City Municipal Code. The

Aspen Center for Physics shall explore potential planting sites around the property to allow sustainable planting and full maturation of all trees planted.

Section 7: Aspen Center for Physics Engineering Department Conditions of Approval:

A. The Transportation Impact Analysis and Parking Requirements for the Aspen Center for Physics shall be finalized at Detailed Review approval according to the Engineering and Transportation Departments. The design team will collaborate with the departments to explore mitigation techniques available in the future. Physical and/or service improvements are the preferred method of mitigation with fee-in-lieu permitted for any remaining unmitigated trips or parking spaces.
B. Based on the initial analysis completed for the Project Review Application, the Aspen Center for Physics is proposing mitigation measures of an estimated 40.10 trips, when 30.3 are generated. As identified in Section 1 of this Part C of this Ordinance, the Aspen Center for Physics is utilizing the excess trips to mitigate for 9 additional parking units. The City accepts these excess trips as mitigation for parking as part of the Planned Development review. These calculations shall be updated as part of the Detail Review.
C. Water Department will-serve letter will need to be approved by the Water Department before Detailed Review Submission. The City may grant an extension of the deadline to file the Detailed Review Submission described Section 2 of this Part C of this Ordinance if required to ensure compliance with this section.
D. The proposed development shall comply with all Engineering Standards and the Urban Runoff Management Plan.

Section 8: Aspen Center for Physics Environmental Health Department Conditions of Approval:

A. The proposed trash, compost, and recycling facilities for Lot 3 as shown in the proposed plan set meet the requirements of the Municipal Code Chapter 12.10. This includes trash, compost, and recycling space accommodated as follows:
    1. In the garages with individual areas, measuring approximately 12 sq ft each and 36 sq ft total. These will accommodate individual bins for the three buildings located along North Street.
    2. Shared trash area located behind Stranahan Hall of approximately 192 sq ft.. This space shall accommodate trash, compost, and recycling for the new housing units on the north portion of the site and for the replacement Essential Public Facility Space.

Section 9: Aspen Center for Physics Vested Rights:

The development approvals granted herein shall constitute a vested property right attaching to and running with the lot for a period of three (3) years from the date of issuance of a development order. A development order will be issued pursuant to the Final Detailed PD approvals. However, any failure to abide by any of the terms and conditions attendant to this approval shall result in the forfeiture of said vested property right.

PART D: GENERAL CONDITIONS

Section 1: Material Representations

All material representations and commitments made by The Aspen Institute, Inc., MAA, and Aspen Center for Physics (the applicants) pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the City Council, are hereby incorporated in such site development approvals and the same shall be complied with as if fully set forth herein, unless amended by an authorized entity.

Section 2: Existing Litigation

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

Section 3: Severability

If any Part, section, subsection, sentence, clause, phrase, or other portion of this Ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portions hereof. Without limiting the generality of the foregoing, if the approval of any of the three development proposals granted under this Ordinance is challenged, unless otherwise ordered by a court of competent jurisdiction, such challenge shall not stay or delay the City's processing of a development approval granted to any of the Applicants that was not subject to a timely challenge. Further, if any of the three development proposals granted under this Ordinance is held invalid in a court of competent jurisdiction, such invalidity shall not affect the approval of any other project pursuant to this Ordinance that is not likewise challenged and held invalid.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the ___ day of ____, 2026.

Attest:

Nicole Henning, City Clerk	**Rachael Richards, Mayor**

FINALLY, adopted, passed and approved this _____ day of _____, 2026

Attest:

Nicole Henning, City Clerk	**Rachael Richards, Mayor**

Approved as to form:

Katherine Johnson, City Attorney

Attachments:
Exhibit A: Legal Descriptions

EXHIBIT A

Full Legal Descriptions of each Project Lot

Aspen Institute
Parcel ID: 273512129008
845 Meadows Road, Aspen, Colorado 81611
Lot 1A, The Aspen Meadows Subdivision, according to the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded June 24, 1992 in Plat Book 28 at Page 5 as Reception No. 340938, and First Amendment to the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded December 17, 1992 in Plat Book 30 at Page 17 as Reception No. 351951, Amendment recorded April 18, 2005 in Plat Book 72 at Page 68 as Reception No. 509067, and Amendment recorded April 11, 2006 in Book 78 at Page 35 as Reception No. 522847, and Amendment for Lot 1A, Aspen Meadows Subdivision Plat recorded March 9, 2017 in Plat Book 118 at page 85 as Reception No. 636682, County of Pitkin, State of Colorado.

Aspen Music Festival and School
Parcel ID: 273512129802
960 North 3rd Street, Aspen, Colorado 81611
Lot 2, The Aspen Meadows Subdivision, according to the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded January 24, 1992 in Plat Book 28 at Page 5 and the Aspen Meadows Subdivision Lot 2 Final S.P.A. Development Plat recorded July 19, 1999 in Plat Book 50 at Page 49, County of Pitkin, State of Colorado.

The Aspen Center for Physics
Parcel ID: 273512129803
700 West Gillespie Street, Aspen Colorado 81611
Lot 3, The Aspen Meadows Subdivision, according to the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded in Book 28 at Page 5, County of Pitkin, State of Colorado.

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Basalt, Colorado 81621
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MEMORANDUM

To:	City of Aspen
From:	Design Workshop
Date:	February 6, 2026
Project Name:	Aspen Meadows Campus Housing Master Plan
Project #:	7056
Subject:	City Council Responses

Dear Mr. Jeff Barnhill and Members of City Council,

As a follow up to the Aspen Meadows Housing first reading on January 27, 2026, we want to provide some additional information related to the housing projects at the Aspen Institute, Aspen Music Festival and School, and the Aspen Center for Physics. We appreciated the opportunity to hear Council's initial questions in that meeting and look forward to sharing more about the project at second reading on February 24, 2026. This memorandum provides a follow up to the topics and questions raised.

At its core, this project is focused on supporting and sustaining the Aspen Idea now and into the future. These local non-profits provide cultural, musical, scientific, and intellectual benefit to our community and beyond. Without housing for employees, interns, faculty, and participants, these organizations will struggle to continue to have a place here. They are the legacy of the Aspen Idea, and without them we run the risk of losing some of the things that make Aspen special and leaders in the world.

Each property is part of the Academic Zone District, which states "The purpose of the Academic (A) Zone District is to establish lands for education and cultural activities with attendant research, housing and administrative facilities." The zone district contemplates the broad uses that currently occur at the Aspen Meadows, as well as housing uses. The Aspen Area Community Plan's (AACP's) first topical chapter is called Sustaining the Aspen Idea, illustrating the importance of the Aspen Idea in our community. The policies and action items "calls for exploring methods to address the further loss of quasi-public institutions." (AACP, pg 15) This project not only furthers the ideas in the AACP, but also the stated purpose of the Academic zone district. It is also a critical piece of solving the larger problem of lack of housing in the valley. Housing constructed on these properties will increase the overall housing inventory, alleviating the pressures on the limited rental stock that the organizations currently use for other local working residents and non-profit participants.

Affordable Housing Framework

Council members asked a number of questions about the nature of the proposed affordable housing units, including how the units would be used and how the required deed restrictions would work. Each partner has similar, but specific needs related to housing. Therefore, the applicant team has been in close coordination with the Planning and APCHA staff to ensure clarity in the proposal and the eventual deed restrictions for each project. As is typical for all affordable housing projects, all three properties would have an APCHA deed restriction, signed by the owners and APCHA, and running with the land. The framework

for each of these is summarized below and is based on the coordinated efforts of APCHA, Planning, and the applicant.

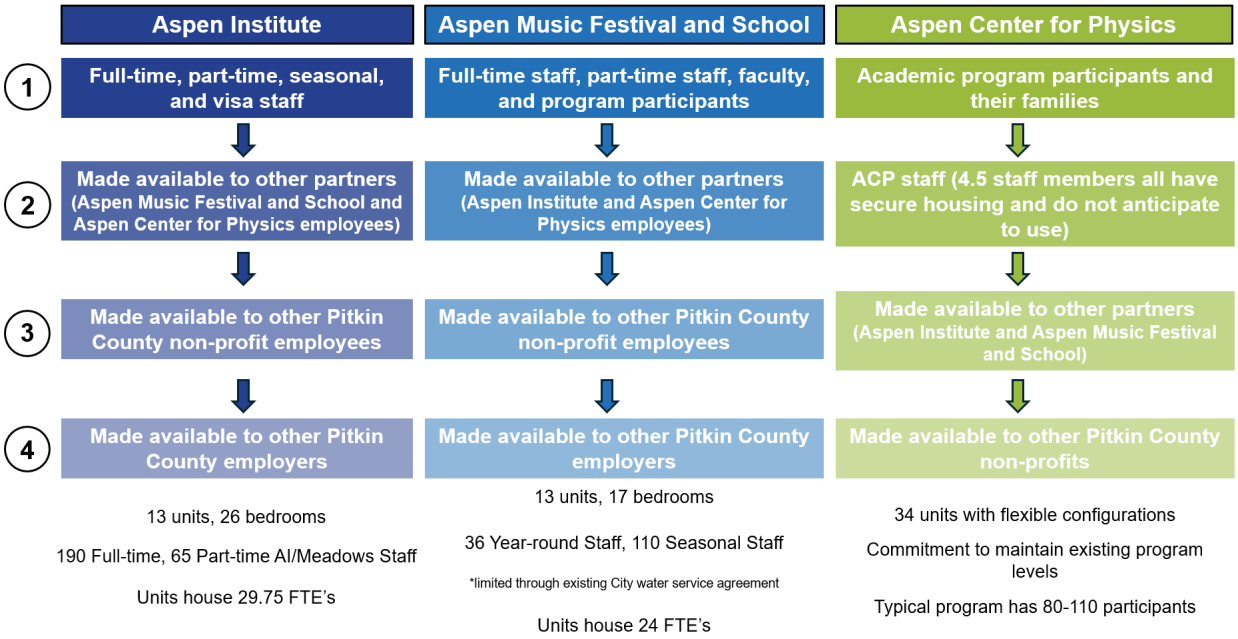
Proposed Deed Restriction Requirements

- Each property will have a deed restriction, signed by APCHA and recorded against the property.
- Each deed restriction will include typical limitations for occupancy and the mechanics of leases, such as:
    - No tenant may own property in the APCHA exclusion zone.
    - All tenancies of 6 months or more require qualification by APCHA. All tenancies for shorter periods require the owners (each partner) to qualify the tenants, as is typical of other projects with APCHA deed restrictions.
    - Units are deed restricted to ensure rental rates at Category or RO levels. As is typical with other employer-owned projects, including the City of Aspen's own inventory, the category for each unit is proposed to be flexible to enable a unit to be rented at that tenant's applicable category. Each deed restriction would include standard language stating that at no time can a unit be rented for more than the RO rate as identified in the APCHA Guidelines.
    - Specific inclusions and exclusions for items that can be included in a rental rate are also identified, which will mirror the language included by APCHA as a condition of approval in the ordinance. For instance, utilities may be charged to a tenant, but property taxes and landscaping costs cannot. This is standard in APCHA deed restrictions.
    - A copy of leases are required to be provided to APCHA, as is typical for all APCHA deed restrictions.
- Each deed restriction will specify the priority for use of the units, as is typical for all employer-owned units. These priorities are further described below in the section titled **Proposed Tenants.**

Proposed Tenants

The Ordinance and the proposed deed restrictions identify a specific prioritization for the occupancy of the units. This is intended to ensure that the units house those it is being built for – the program staff, employees, and participants. Each organization has a specific priority, which has been reviewed in detail with APCHA to ensure the units meet the requirements of the APCHA program. APCHA staff has stated they support the proposed priority and associated deed restrictions.

Proposed Housing Tenants



Affordable Housing vs Short-Term Occupancy

Council members asked specific questions about the occupancy of the units and their use. The following bullets provide additional detail on the occupancy of the units for each organization. There have been public comments made stating that these units are short-term rentals or hotels – they are not. They are all proposed to be deed restricted to meet the intent of the Academic zone district.

Aspen Institute

- All units are intended to provide housing for employees. The Aspen Institute has a variety of workers, including full-time, part-time, interns, and visa staff. Many of these workers currently commute from down valley, and as far as New Castle.
- Lease terms of 3-months to one year (or more) are included in the deed restriction and require the tenants to qualify for the unit, as is typical of other projects with APCHA deed restrictions.
- Less than 50% of the FTEs housed by the units are requested to be eligible for Housing Credits. This is further described below in the section titled **Affordable Housing Credits.**
- Short-term rentals (rental of units as lodging on the free-market, as defined in the Land Use Code) are prohibited in the deed restriction.

Aspen Music Festival and School

- All units are intended to provide housing for employees, program faculty, and program participants. The Aspen Music Festival and School has a variety of workers, including full-time, part-time, and seasonal. Many of these workers currently commute from down valley, and as far as Palisade.
- Only those units that are used by employees are requested to be eligible for Housing Credits. This is further described below in the section titled **Affordable Housing Credits.**

- Lease terms of 3-months to one year (or more) are included in the deed restriction and require the tenants to qualify for that unit, as is typical of other projects with APCHA deed restrictions.
- Short-term rentals (rental of units as lodging on the free-market, as defined in the Land Use Code) are prohibited in the deed restriction.

Aspen Center for Physics

- All units are intended to provide housing for program participants, as identified in the purpose statement of the Academic Zone District. Programming currently takes place on the campus for 35 weeks of the year. During those times, the units would be used for those academic participants. For the remaining 16 weeks of the year, the units would be made available as described in the cart above in the section titled **Proposed Tenants**.
- Lease terms are based on the Center's program participation. This means, one unit might be rented by a physicist for 2 weeks and then again for 4 weeks. Table 1 below illustrates the time period of use by the Center and when the units could be used by others. Weeks in blue and orange are when programming currently occurs on campus, with grey representing when there is a typical break in that programming. This shows that there is likely a vacancy no more than 1 – 3 weeks at a time (7 – 21 days), which is *less* than the typical 45 days APCHA deed restrictions allow for properties to be vacant.

Table 1: ACP Typical Programming by Month and Week

	Week 1	Week 2	Week 3	Week 4	Week 5
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

	No Programming (approx. 16 weeks)
	Off Season Programming (approx. 11 weeks)
	Regular Season Programming (approx. 24 weeks)

- No Housing Credits are requested.
- Short-term rentals (rental of units as lodging on the free-market, as defined in the Land Use Code) are prohibited in the deed restriction.

Addressing Broader Housing Needs
There was a specific Council question asking how the project will advance Aspen's goal of increasing housing for permanent local workers. The answer is that each proposal does so.

There is very little land remaining in Aspen for projects of this nature. The Aspen Meadows partners are proposing this project on land that they already own to address critical housing needs for their organizations, rather than placing the burden on the city, APCHA, or other property owners to house their workers and participants.

Each will create new inventory for workers and participants to rent. This removes cars from the road for those currently commuting in for work or for program participation. It also alleviates pressure on existing rental stock that currently are being rented to each organization for their workers and program participants, enabling those units to be rented to other local working residents.

Other Deed Restrictions – Burlingame Seasonal and Marolt
Council asked specifically about the deed restrictions at Burlingame Seasonal Housing and at the Marolt Seasonal Housing. These projects provide seasonal housing through an existing and long-standing agreement with organizations like the Aspen Music Festival and School that requires the organization to provide rental rates at or below APCHA rates. These deed restrictions allow staff, faculty, and participants of the Aspen Music Festival and School to rent the units. The Master Lease for Burlingame expires in 2035 and the Master Lease for Marolt expires in 2029 with one 5-year extension allowed at AMFS's written request.

Affordable Housing Credits

Council members asked for clarification about the requested Housing Credits. It is important to note that the *Aspen Institute and Aspen Music Festival and School are requesting only a portion of their units* be eligible for housing credits. The *Aspen Center for Physics is not requesting* any housing credits.

The Aspen Institute and Aspen Music Festival and School understand the requirements of the Housing Credit Program, and the proposed Ordinance from staff reflects the significant limitations to receiving these credits. For each of these entities, the following requirements and limitations are understood and in the proposed Ordinance:

- Only those units that are deed restricted based on the categories identified in the Land Use Code (Sec. 26.540) may be used to establish Housing Credits. This means that at this time only units that are deed restricted at a Category Level of 1 – 4 are eligible. Should Council change the code in the future to allow credits for RO units, only then would units deed restricted at an RO level be able to receive credits.
- Only those units that are not built to satisfy a housing mitigation requirement are eligible. This is an important item, particularly related to the Aspen Institute units. The Aspen Institute has an existing employee audit requirement from earlier approvals for the renovation of the Boettcher Building and Walter Isaacson Center. Should that audit show that more FTEs were generated than included in those earlier approvals, these new housing units would be used to provide that required mitigation. Therefore, those units would not be eligible for Housing Credits.

As identified in the application, the Aspen Institute project would provide housing for 29.25 FTEs. They are requesting that 14.75 of the FTEs housed in the units be eligible for Housing Credits. For the Aspen Music Festival and School, the three-bedroom unit is intended to be used for the CEO and the unit is not included in the request for Housing Credits.

Neighborhood Compatibility and Operations

There were some questions from Council members related to the operational characteristics of the units. As is true for all APCHA units, including employer-owned units, tenants are responsible for cleaning after themselves, a plumber would be called when there is a plumbing issue, and the owner is responsible for ensuring compliance with the approval and deed restriction. While the partners recognize that this project is a change to the neighborhood, as we have outlined in the application and responses to the relevant criteria, the proposed use and scale of development is consistent with the purpose of the Academic zone district, the overall scale of the neighborhood, and the residential and academic uses that have existed for over 50 years.

From a practical perspective, each organization is already managing many rental properties throughout the city and broader valley for workers and participants. This is done with existing staff members employed by the organizations, and special contractors are called when needed, such as to fix a broken window or a plumbing issue. These operational characteristics would continue with this project.

Vested Rights and Constriction Considerations

Council members asked for additional information related to the request for Vested Rights, including how longer vested rights could influence construction timelines.

Each organization requests 10-years of Vested Rights for the project. State statues grants 3-years of vested rights to all site specific development plans, and allows extensions beyond that time. The city has made a policy decision to limit total amount of Vested Rights an applicant can request to 10 years.

Ten years of vested rights will allow each organization the time necessary to plan for smooth construction and to raise funds needed to complete the projects. The applicant proposes additional vested rights to ensure more time is available to plan for the least impactful build. A thoughtful course of action for construction means and methods should not be rushed and taking additional time to plan will ensure fewer construction-related impacts to the neighborhood – as the saying goes “take time to make time.”

The Aspen Music Festival and School have already successfully demonstrated the method of long planning and quick construction – The Klein Music Tent was built in 9-months. On the Castle Creek campus, AMFS built more than 80,000 sq ft in two 9-month windows. It is in each of the organization’s best interest to complete construction as quickly as possible to reduce costs, impacts of programming, and provide the needed housing. However, there will be extensive coordination required for each project and forcing the organizations to rush into construction will not result in a better project or reduce the impacts to the neighbors. In fact, it could have the opposite effect.

While a specific timeline for construction is not known without an approval, the goal of each organization is to limit construction timeframes to reduce impacts to the neighborhood, as well as to their own programming. Each organization is exploring different construction methods in an effort to find a balance between the cost of construction and the duration of construction. Without an approved project, they are not

able to finalize decisions about the means and methods of construction, but the extended vested rights time period will enable each organization to thoughtfully plan the approach to construction management.

The city has robust requirements for Construction Management, which is actively enforced by the Engineering Department. Each organization is committed to meeting all the city's requirements related to Construction Management. Potential tools that are under consideration include:

- Modular construction methods
- Required carpooling for construction workers to limit impacts on city streets
- Shared parking agreements for construction parking between the three organizations
- Protected bike and pedestrian pathways during construction
- On-site construction manager to monitor compliance with the Construction Management Plan
- On-site project boards to provide neighbors with information about construction phases and activity
- Limiting construction hours during major on-campus events, such as Aspen ideas Festival, Music programing, and Physics lectures.
- Complying with all city requirements related to dust suppression, noise mitigation, waste management, signage, and traffic flows.

Each organization anticipates needing to fundraise to complete the project. There was a comment at first reading about the organizations having endowments that could be used for the project. While there are endowments, these often have restricted uses, are used for existing programming and financial aid for program participants, and, are not available for capital projects. Instead, additional fundraising for these capital project is needed, which will take time. Ensuring time to properly fundraise for the development is another key reason for the requested vested rights. Fundraising will require a new strategy and the cultivating of prospective donors, as housing is much different from the mission of these organizations.

Parking Supply, Traffic, Enforcement, and Transportation and Mobility Commitments

There were a number of questions from Council about parking and traffic considerations. Some of these were identified for the overall campus and projects as a whole, and some were project specific.

Overall Transportation Analysis

The project is required to provide a Level 1 Transportation Impact Analysis (TIA), which was included in the application. This uses Aspen-specific transportation analysis methods and requirements. Each organization is providing more transportation mitigation measures than the code requires, as discussed in the application. These will be part of the specific approvals and are subject to monitoring by the City to ensure compliance. Specific measures include:

- Aspen Institute: Additional trail connection across the racetrack to the Meadows Tral along Meadows Road, new striping and/or speed hump at road crossing, proposed expansion of We Cycle station.
- Aspen Music Festival and School: Bus access loop and circulation improvements, expanded bike parking, new space for shuttle drop offs, proposed expansion of WE-cycle station at Music Tent, dedicated pedestrian access easement to Music Tent.

- Aspen Center for Physics: Alternative transportation options (bike fleet of 150, including electric cargo bikes, car share, shuttle options, WE-cycle support); potential to support larger We Cycle improvements at 8th street if desired by We Cycle and the City, new trail connection from Music Tent to Racetrack.

The application went beyond the Level 1 requirements by hiring Jacobs Engineering to complete a more robust analysis of the anticipated transportation impacts of the project. As identified in their analysis, the proposed on-site housing projects will:

- Reduce Aspen Institute peak-hour trips by 51%
- Reduce Aspen Music Festival and School peak-hour trips by 54%
- Reduce Aspen Center for Physics peak-hour trips by 66%

These trip reductions represent a significant benefit to the neighborhood and community, and are a direct result of staff and participants living in town and not needing to commute in from down valley locations.

In addition, based on the comments from P&Z, the partners asked Jacobs Engineering to review potential transportation and neighborhood impacts related to the relocation of access to the Aspen Music Festival and School parcel from 3rd Street to the intersection of Gillespie and 4th Street. This analysis is included as **Attachment 1** to this memo. Jacobs concludes that the proposed access point change will not have a demonstrable impact on the traffic patterns or safety in the neighborhood. This analysis is based on City of Aspen crash data, a 2024 additional parking analysis completed by Fehr & Peers on behalf of the organizations in preparation of the application, and the Streetlight data model.

As further identified in the Fehr & Peers parking analysis (**See Attachment 1**), most of the neighborhood parking and transportation impacts are related to activities not included in this proposed project t – rush hour traffic, lack of enforcement for existing no-parking zones, and construction related parking from existing West End residential projects. They completed parking counts at the on-site parking lots, as well as the neighborhood streets on two high-attendance event days at the Music Festival – Friday August 16, 2024 and Sunday August 4, 2024. *At no point during data collection was the Aspen Institute garage nor neighborhood streets south of the Aspen Music Festival grounds at full capacity*. However, the Music Lot reached 100% capacity once at 4PM on August 4th and approached 100% again at 6PM on August 16th, the times of the concert.

Parking for Aspen Center for Physics

The project generates a requirement of 34 parking units. The code allows a mix of methods to mitigate these, including parking spaces, transportation improvements, and fee-in-lieu. The P&Z Resolution recommended approval of the proposed parking and transportation mitigation measures for the Aspen Center for Physics, finding that the proposed 17 parking units as calculated based on the code met the requirements, and that the additional measures proposed above and beyond those methods adequately addressed the remaining 17 parking units required.

Rather than providing additional parking that would impact additional trees on the site, or paying a fee-in-lieu for parking that would go to a general city parking fund and not likely used in the neighborhood, ACP requests the City accept the proposed alternative parking mitigation methods. These methods were discussed with P&Z and they agreed with the request and included it in their recommendation to Council. This includes the use of parking space, infrastructure improvements, and transportation programs to mitigate both trip and parking demand and impacts, as described in **Table 2** below.

Table 2: ACP Proposed Parking and Transportation Strategies		
Category	**Measure**	**Details**
Proposed 17 Parking Units	New Parking Spaces	Six (6) spaces along North Street
	New shared Electric Vehicles	Two (2) EVs will be available for tenants to run short errands
	New Mobility Measures	Nine (9) total, based on TIA overage
Additional Parking Units for P&Z Consideration	New Electric Bikes	Ten (10) e-bikes with grocery baskets for local trips
	Large Bike Fleet for Visiting Physicists	150 traditional bikes available to use and reserve
	Pedestrian Improvements	Trail dedication on north side (connecting racetrack trail to music tent) and improved paths along North & 6th Streets
	Tenant Limitations	Strict limitation on the number of physicists using personal cars. An enforced ban on physicist parking on neighborhood streets
	Existing Lot Limitations	Current 20-space lot (with enforced permit system); preference for carpoolers. Parking permits not allowed to exceed parking lot capacity
	Updated Program Materials	ACP limits on-campus car use for participants in off-site housing; new program info will include maps and details of ACP's Alternative Mobility & Transportation Plan
	Updated Signage and Enforcement	New signage and enforcement for existing parking lot and six (6) new housing parking spaces
	New Monitoring and Reporting	Commitment to seven (7) years of program monitoring to ensure that parking permits never exceed lot capacity and that physicists never park on neighborhood streets
	Program Limitations	ACP commits to maintain Summer and Winter scientist visits at current levels, limited by the available office space and auditorium size, neither of which will change under this proposal

The key aspects of the parking management program would include:

1. Enforced weekly permit parking system to match the number of parking spaces.
2. Number of permits available to those staying on-campus (and not on North St) will be a small fraction of the 20 existing spaces and based on the season and different programming occurring in each week.
3. Physicists staying in non-North St campus housing (who are not granted one of the few permits) will have to agree in writing to not to bring a car or to park their car in a remote lot (not in the neighborhood). (See Attachment B for an example letter that would be shared with participants)
4. ACP will consider various mechanisms to actively enforce this policy (e.g., monitoring the parking area; potentially banning those who repeatedly park in the neighborhood from future ACP participation, etc.)

5. ACP could collect license plate numbers for all participants bringing a car and share that information with the City of Aspen to determine if enforcement is being broken specifically by ACP participants and their families.

On-Site Parking Changes
A Council member asked about the parking changes for each organization and for the project as a whole. **Table 3**, below identifies these changes, showing a net increase of 46 parking spaces.

Table 3: Parking Changes				
	Aspen Institute	Aspen Music Festival and School	Aspen Center for Physics	Total Spaces
Existing Parking Spaces	99	274	20	393
Proposed Parking Spaces	124	289	26	439
Net Increase	25	15	6	**46**

Street Parking Changes
Council members asked for additional information regarding changes to street parking. As currently proposed, the project would remove zero (0) spaces on Meadows Road, six (6) spaces on North Street and four (4) spaces on Gillespie. These removals are related to updated vehicular entry points to the sites that include large pedestrian bulb outs in order to promote walkability and increase pedestrian safety. *The team believes the originally proposed street parking and pedestrian infrastructure balances the needs for parking with pedestrian connectivity and safety, as well as limits tree removals and prefers the option as proposed.* However, the applicant team has analyzed an alternative for replacement street parking for AMFS and ACP, as requested by the P&Z and Council.

Alternatives for Gillespie Street Spaces
While there appears to be sufficient right of way for the addition of parallel spaces on N. 3rd Street, AMFS does not believe adding street parking here is appropriate. If added, an estimated 5 spaces could be accommodated here. The intersection at 3rd Street, Roaring Fork Drive, and Gillespie Avenue can be confusing, as three streets converge in one location. For this reason, the applicant team has not previously explored street parking in this location, and we believe additional spaces on 3rd Street would further complicate this intersection.

The Engineering Department provided referral comments regarding additional pedestrian infrastructure for the proposed entrance at 4th street, including bulb outs, painting of cross walks, and signage. The current design incorporates these design elements and identifies that signage will be finalized as part of the Detail Review or building permit review. For this reason, providing additional spaces on Gillespie Avenue by reducing this pedestrian infrastructure is not desired or proposed by AMFS.

Alternatives for North Street Spaces
To fully replace street parking that is proposed for removal on North Street, the street designs for both North Street and 6th Street would need to be updated. One option for North Street is rather than having generous bulb outs at each driveway, these can be removed to add additional pavement that can accommodate parked cars. The overall paved area can be expanded and street spaced painted in

order to ensure the most efficient parking patterns for parallel parking on North Street. This yields an additional 3 parking spaces on North Street for a total of 9 street spaces, and the removal of approximately 5 additional trees.

An alternative option for North Street is to have head-in parking. This would yield a total of up to 22 spaces and would require the removal of an additional 16 trees. This head-in parking configuration would be inconsistent with the general street parking patterns in the West End, and is an option ACP *does not* support as an appropriate alternative.

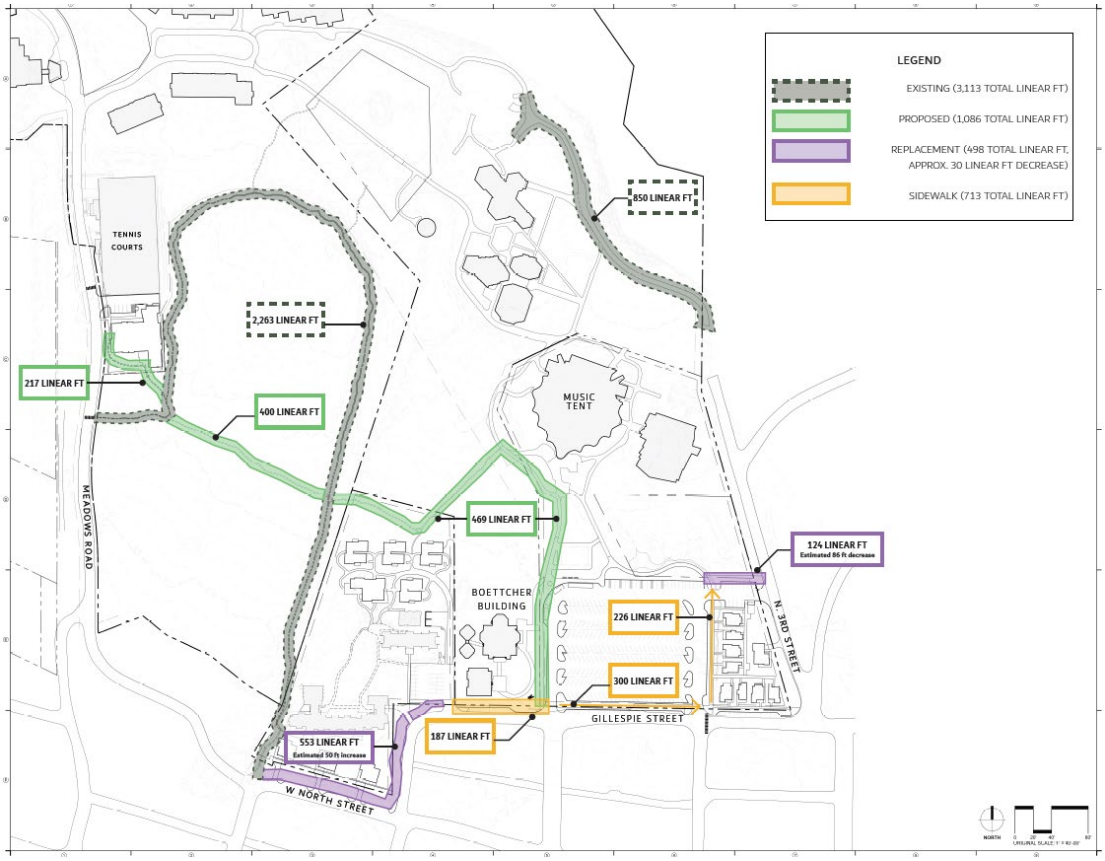
New pavement on 6th Street can create an additional 5 parking spaces. There is currently no street parking on this portion of 6th Street, and the addition in this location would require additional rerouting of the trail and removal of approximately 5 trees.

Public Easements and Trails

Finally, Council members asked for additional information regarding trail easements for the project overall, as well as more specific detail regarding the proposed trail alignments for Aspen Center for Physics.

Overall Trail Connections

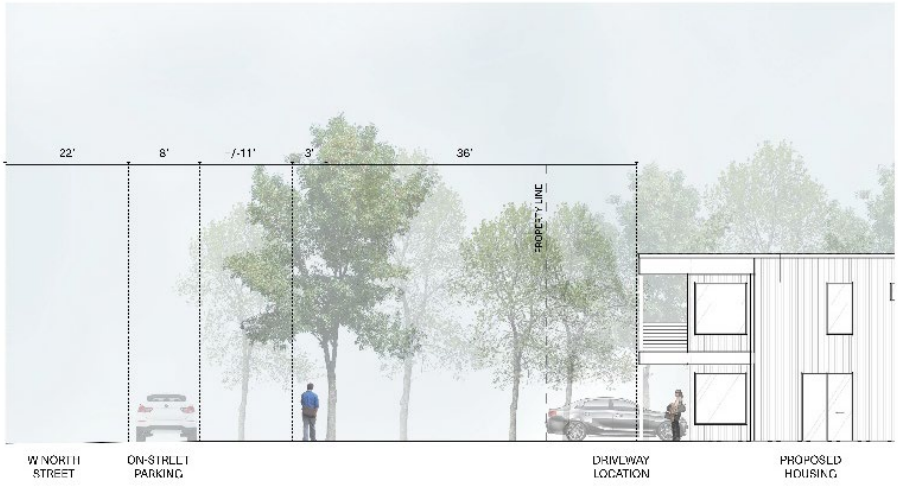
There are a number of trails with dedicated easements throughout the campus, as well as informal paths that do not have access easements. As part of the organizations' commitment to overall pedestrian connectivity throughout the campus. New pedestrian easements are proposed for these informal paths, increasing the overall linear feet of the trails and pedestrian paths dedicated for public use by approximately 1,000 linear feet. This is shown in the diagram below.



Aspen Center for Physics Trail Adjustments
Council members asked about the adjustment of the trail along North Street. The application proposed a realignment of the trail to preserve the overall experience, ensuring it is setback from the paved street and the housing units' front porches. It is important to note that pedestrians are *NOT* rerouted into the vehicular road – the trail is separated from the vehicular lanes and parallel parking spaces by a vegetated buffer. The new alignment also increases the linear feet of the trail by approximately 50 feet. As part of the proposal, the trail will be able to be maintained for year-round use, when today it is only usable in the summer due to winter snow.

The team has explored two options for the trail along North Street, and recommends Option 1, which uses right-of-way but provides a generous vegetated buffer of approximately 11 feet between the trail location and vehicular traffic and a 36-foot buffer between the trail and the proposed housing. An alternative Option 2 would locate the trail on the Aspen Center for Physics property but would cross the widest portions of the driveways and be located very close to (about 3-4 feet) the front porches. This option has an approximately 42-foot buffer between the vehicular right-of-way and the trail. These options are shown below.

Option 1: ACP Preferred Trail Location



Option 2: Trail Location Alternative



We thank you for the opportunity to share more about the project and look forward to the second reading meeting on February 24, 2026.

Sincerely,



Jessica Garrow, FAICP
Design Workshop

Applicant Responses

City Responses

Both Responses

A. Zoning, Deed Restrictions, and Precedent

1. Are there special zoning rules, deed restrictions, or policy precedents that apply to seasonal or institutional housing in areas such as Marolt Place and Burlingame (non-ranch)?

From APCHA:
The seasonal projects – Marolt and Burlingame Seasonal – are filled with qualified Pitkin County employees during the winter months. Both also will rent to Pitkin County employers to rent to their employees during the winter season. The summer months is used by the Music Associates for their students.

Below is the Burlingame Seasonal Housing Deed Restriction showing the unique deed restriction language for the seasonal units.

Figure 1: Deed Restriciton Language for Burlingame Seasonal Housing

1. Seasonal Units

   A. The 92 seasonal unit (184 beds) shall be occupied by MAA music students and supporting staff in the summer months of June, July, August. The summer rent for the units shall be annually established by Owner and APCHA. The initial summer rent shall be $880/mon/unit including utilities unless otherwise amended by Owner and APCHA.

   B. The 92 seasonal units (184 beds) shall be occupied by winter seasonal employees from October through April, and May and September as demand warrants. The winter seasonal employees shall be qualified under APCHA guidelines and procedures prior to occupancy. The winter rent for the units shall be annually established by Owner and APCHA. The initial winter rent shall be $880/mon/unit including utilities unless otherwise amended by Owner and APCHA.

   C. Nothing herein shall require the summer and winter rents to be the same. The summer and winter rents may differ if agreed to by Owner and APCHA.

   D. Other fees or charges agreed to by Owner and APCHA for the orderly operation of the project shall not be considered part of the rent. Other fees or charges may include, but are not limited to, parking fees, vehicle use fees, transit fees and passes, and other fees or charges deemed appropriate for the orderly operation of the project.

2. Should these proposals be reviewed as one coordinated project rather than multiple independent applications, given their cumulative impacts on parking, traffic, and neighborhood character?

The original direction given to the applicant team was that it would be the best route to combine these reviews. This direction was provided by previous City Management at the time before the applicant began their Neighborhood Outreach. In staff's opinion there are advantages and disadvantages for both combining the application and treating each property as a separate application.

Combined Application

There is some precedent to combine applications of properties that are within the same Planned Development. This is due to the fact that for each amendment to a Planned Development, there would have to be separate applications, separate reviews, and separate approvals all impacting the same Planned Development. This simplifies the changes for the Planned Development into 1 consolidated process with 1 consolidated approval at the end of the process. Additionally, the combined application gives staff, the public, and Council the opportunity to review the overall impacts of the development all together rather than piece by piece. Lastly, it ties the developments together in some form the require them to mitigate their construction impacts together rather than separately.

The disadvantage to this process is the sheer scope of the changes requested by each organization. As seen, the application packet, staff packet, and hearing materials are quite substantial. The Ordinance alone is 20+ pages and there are multiple facets of the project that required significant review. Additionally, some aspects of the project may be more controversial than others.

Separate Applications

Separate applications would have required separate neighborhood outreach, separate application packets, separate reviews, and separate approvals. This would have been a substantially longer process than what it has been already. Essentially, staff would be reviewing each of these properties independently of the other. While staff did separate reviews for each property, we also discuss the project as a whole in our documentation. There would have been nothing to tie the projects together including the condition proposed by the Planning and Zoning Commission that the applicants mitigate their construction impacts together. As separate applications it would have required significantly more paperwork (applications, reviews, staff packets, resolutions, ordinances, etc.) as each applicant would have to go through the whole process separately.

Staff believes that the projects would have been easier to digest if they were separate applications. The pure breadth of the application takes a lot of time to go through and review. With that being said, City staff has spent an immeasurable amount of time in ensuring that this combined application complies with all applicable local regulations.

3. Is it appropriate to allow rezoning or use variations in an R-6 neighborhood when the proposed density, building mass, and transient occupancy differ substantially from the established single-family context?

Use Variations

Section 26.445.060 – Use Variation Standards explicitly states that development applications may request variations in the allowed uses permitted in the zone district. It is important to note that the proposed project does not take place in an R-6 neighborhood. The property is zoned primarily academic. It does take place adjacent to the R-6 zone district; however, the West End is also located adjacent to Mixed Use, Public, Commercial, R-15, and other zone districts.

The purpose of the Academic Zone District (A) is "to establish lands for education and cultural activities with attendant research, housing and administrative facilities." (Section 26.710.230 – Academic Zone District)

The permitted uses allowed in the Academic Zone District include:

(1) Private school or university, teaching hospital, research facility or testing laboratory, provided that such facilities are enclosed and there are no adverse noise or environmental effects.
(2) Auditorium and other facilities for performances and lectures.
(3) Gallery;
(4) Museum;
(5) Library;
(6) Administrative offices.
(c) *Conditional uses.* The following uses are permitted as conditional uses in the Academic (A) Zone District, subject to the standards and procedures established in Chapter 26.425.
(1) Boardinghouse and dormitory for housing students and faculty of schools and other academic institutions;
(2) Student health care facility; and
(3) Student and faculty dining hall.

The closest use to the proposal would be a boardinghouse or dormitory for housing students and faculty of schools and other academic institutions. The proposals do not neatly fit into that category, so the applicants request a use variation to allow studio, one, two, and three-bedroom deed restricted affordable housing units. This is so they may provide housing to support each individual nonprofit organization. The area around the proposed development consists of multiple single-family residences, duplexes, and some multi-family housing and development. The purpose of the Academic Zone District is to establish lands for education and cultural activities with attendant research, housing, and administrative facilities. In this way the proposed use variation is compatible with the character of existing and planned land uses in the project and surrounding area.

The burden rests upon an applicant to show the reasonableness of the request and its conformity to the standards and procedures of this Chapter and this Title. Staff believes that this use variation is a reasonable request to assist the applicants in creating affordable housing to be utilized by employees. The permitted and conditional uses allowed on the property according to its zoning shall be used as a guide, but not an absolute limitation, to the land uses which may be considered during the review. Staff believes that the fact that a boardinghouse or dormitory for housing students and faculty of schools and other academic institutions is allowed fits closely to the uses requested on site. The current review process allows for public input and City Council to consider the residential uses, their impacts and compatibility. These are all long-standing non-profits in our community who are interested in creating affordable housing for their employees. Additionally, the properties are almost exclusively surrounded by residential uses.

Density - Given the size of the lots, the units are spread out over a greater area than that of adjacent R-6 and R-15 developments. Again, it is important to note that the Aspen Meadows is not zoned R-6. Lot 1A is 26.539 Acres or 1,156,023 sq. ft. in size, Lot 2 is 8.272 Acres or approximately 360,000 sq. ft. in size, and Lot 3 is 4.10 Acres or 178,449 sq. ft. in size. These lots are significantly larger than any R-6 zoned lot in the West End.

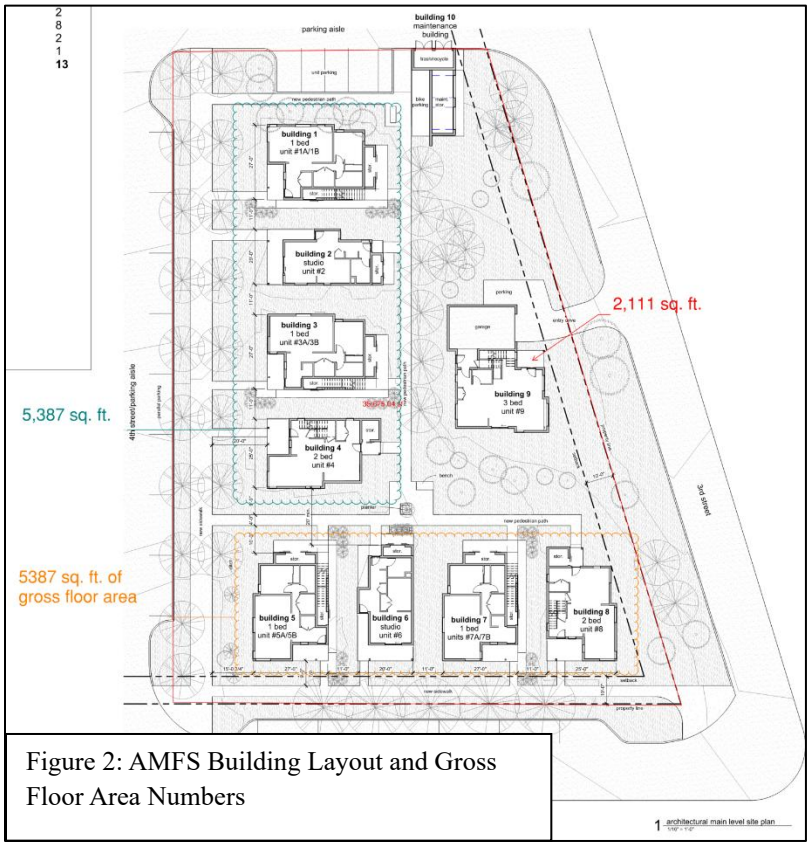


Figure 2: AMFS Building Layout and Gross Floor Area Numbers

Massing - The argument that these units building mass is significantly greater than adjacent properties is not supported by the facts. Staff utilized past building permits and reviewed several adjacent single-family residences around lots 1A, 2, and 3 and found that the massing of the affordable housing was approximately comparable to that of the adjacent single-family residences on each block.

For example, The Music School has 9 buildings with a gross floor area of 12,885 sq. ft. on approximately 35,675 sq. ft. of land.

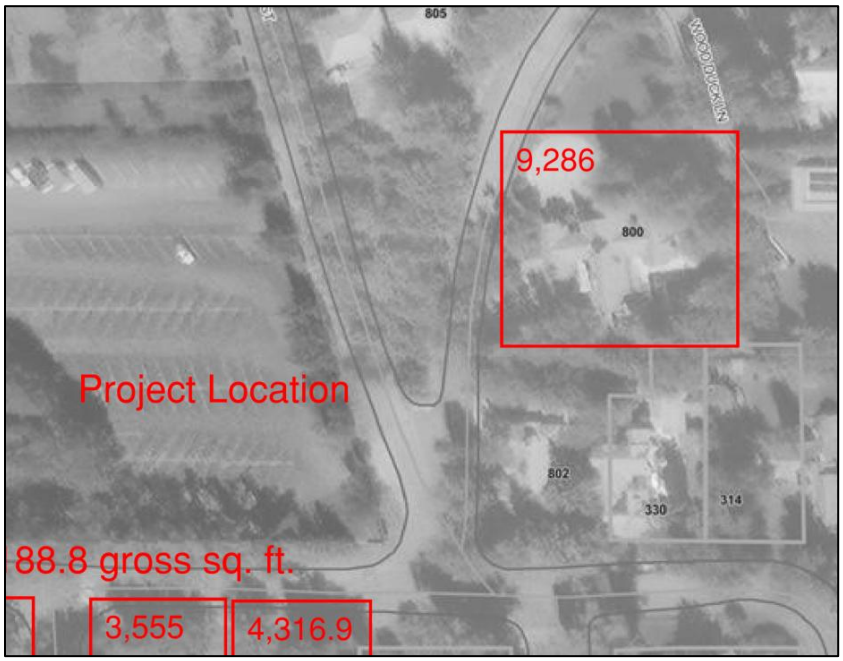
Just 639 N 4th Street, 433 Gillespie, and 406 Pearl Court contain approximately 11,305 square feet of gross floor area on approximately 17, 085 sq. ft. of land. So the massing of 3 single-family homes adjacent to the proposed development contains close to the same gross floor area and massing as the 9 units proposed at the Music Festival and School property, and the massing is spread out over more land.

Figure 3: Gross Floor area of 639 N 4th Street, 406 Pearl Court, 433 Gillespie



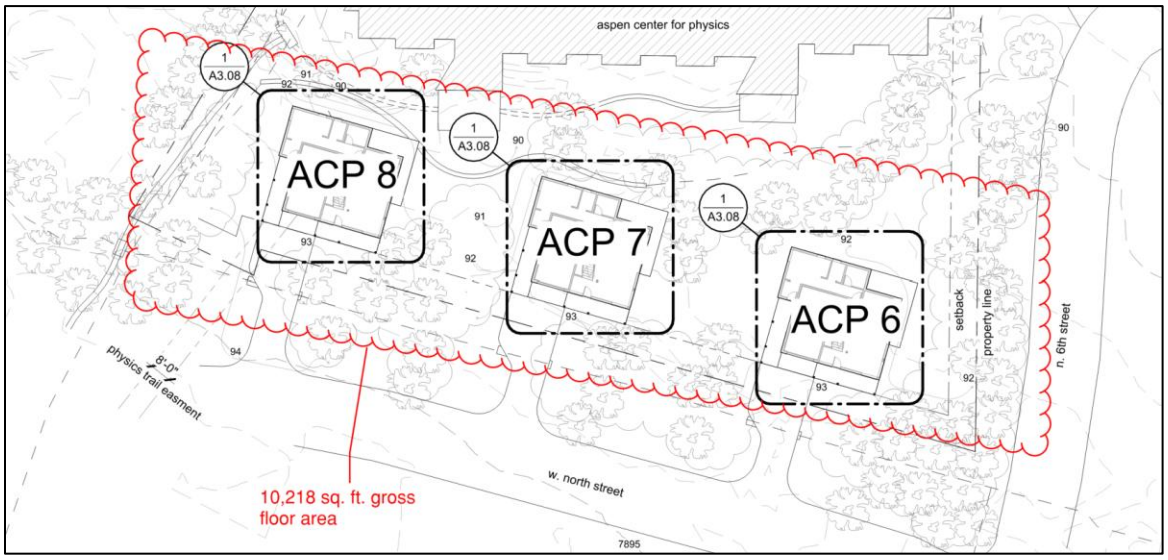
800 Roaring Fork Road is located a street away from the Music School and it is in the R-15 Zone District with about 9,286 sq. ft. of gross floor area.

Figure 4: 800 Roaring Fork Gross Floor Area



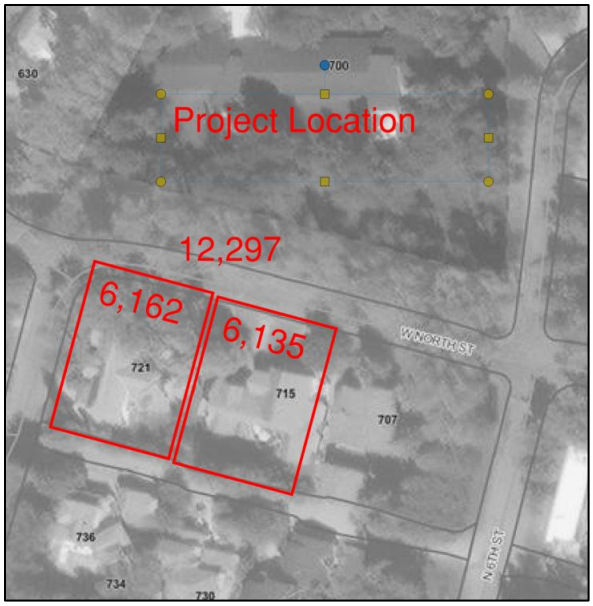
The Aspen Center for Physics property buildings 6-8 located off of W North Street contain approximately 10,218 sq. ft. of gross floor area on 20,182 sq. ft. of land.

Figure 5: Aspen Center for Physics building 6-8 with gross floor area



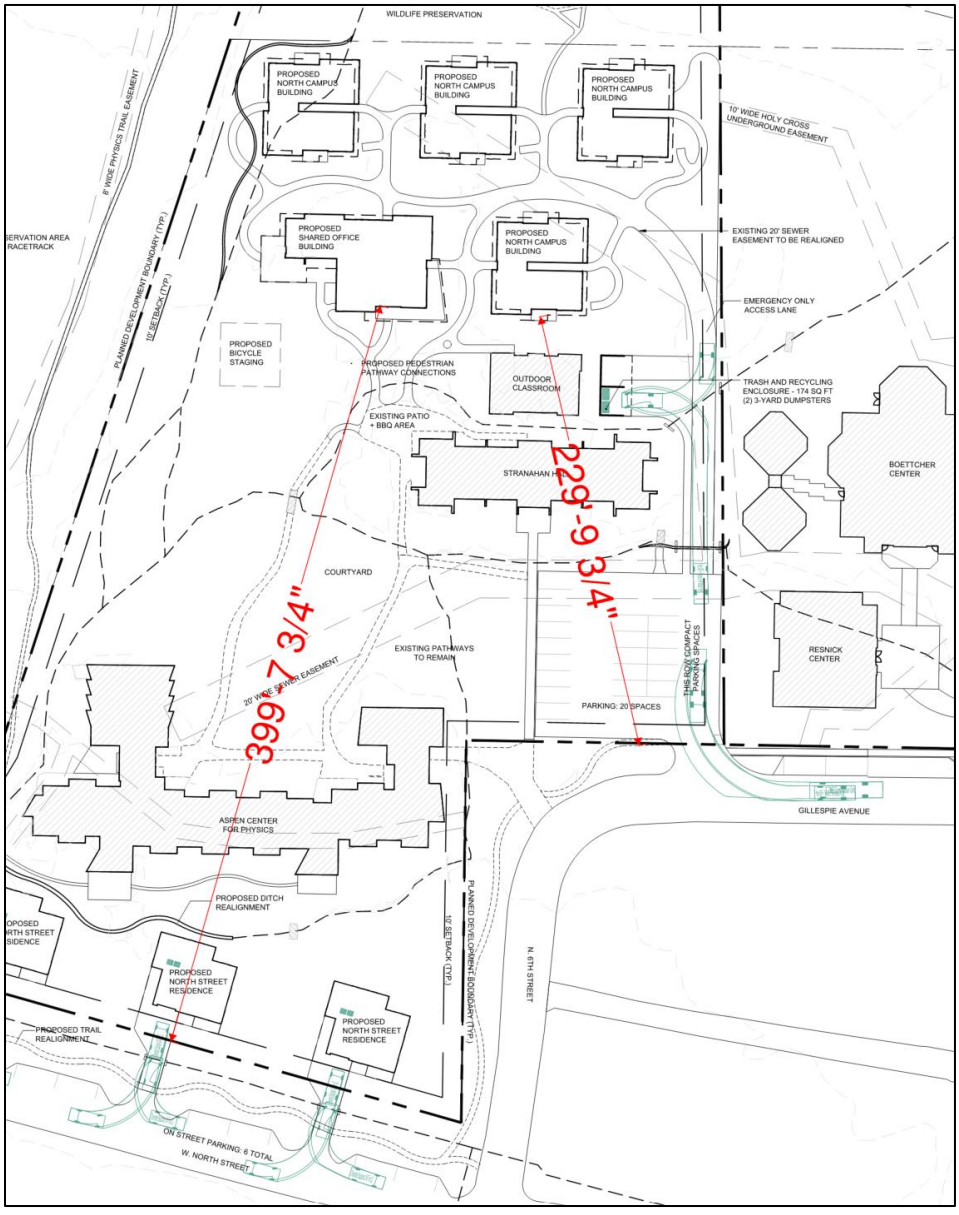
Just 715 and 721 West North Street across the street contain approximately 12,297 sq. ft. of gross floor area on approximately 18,000 sq. ft. of land. Again, more massing on less lot area across the street from the project location.

Figure 6: 715 & 721 W North Street Gross Floor Area



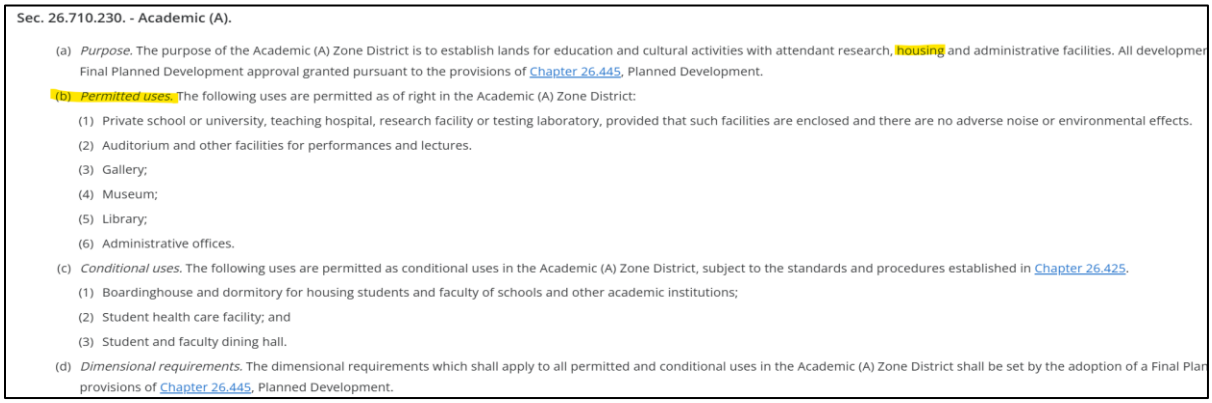
The office and multifamily buildings at the back of the ACP campus are larger than the structures adjacent to West North Street; however, these buildings are comparable to existing buildings on the campus and are located some 200+ feet away from the property line closest to Gillespie Avenue and almost 400 feet away from the property line closest to West North Street so there is less visual impact from the adjacent properties.

Figure 7: ACP campus buildings distance from property lines closest to streets



Transient Occupancy – Again, the purpose of the Academic Zone District is to establish lands for education and cultural activities with attendant research, **housing**, and administrative facilities. The permitted uses of a Private school or university, teaching hospital, research facility or testing laboratory all lend themselves to "transient" use and occupancy. Aspen Meadows is not located in the R-6 zone district.

Figure 8: Academic zone district purpose and permitted uses



Sec. 26.710.230. - Academic (A).

(a) *Purpose.* The purpose of the Academic (A) Zone District is to establish lands for education and cultural activities with attendant research, housing and administrative facilities. All developmer Final Planned Development approval granted pursuant to the provisions of Chapter 26.445, Planned Development.

(b) *Permitted uses.* The following uses are permitted as of right in the Academic (A) Zone District:

(1) Private school or university, teaching hospital, research facility or testing laboratory, provided that such facilities are enclosed and there are no adverse noise or environmental effects.

(2) Auditorium and other facilities for performances and lectures.

(3) Gallery;

(4) Museum;

(5) Library;

(6) Administrative offices.

(c) *Conditional uses.* The following uses are permitted as conditional uses in the Academic (A) Zone District, subject to the standards and procedures established in Chapter 26.425.

(1) Boardinghouse and dormitory for housing students and faculty of schools and other academic institutions;

(2) Student health care facility; and

(3) Student and faculty dining hall.

(d) *Dimensional requirements.* The dimensional requirements which shall apply to all permitted and conditional uses in the Academic (A) Zone District shall be set by the adoption of a Final Plan provisions of Chapter 26.445, Planned Development.

B. Affordable Housing vs. Short-Term Occupancy

4. If a majority of occupants will stay for periods of 1–3 weeks, how does the City distinguish this housing from short-term rental use in practice?

The only housing units that request this special deed-restriction for periods of less than 6 months are the Aspen Center for Physics. These units do not meet the definition of Short term or Short-term Rental in the Land Use Code. Short-term is defined as "The occupancy of a hotel, lodge unit, or vacation rental for a consecutive time period equal to or lesser than thirty (30) days in duration." These units are not considered hotel, lodge, or vacation rental units as the definition for lodge uses is "a building or parcel containing at least fifteen (15) individual units used for overnight lodging by the general public on a short-term basis…". The units in question will not be made available to the general public in accordance with their deed-restrictions and Conditions of Approval. The people utilizing the units will be directly tied to the Aspen Center for Physics. Additionally, these units do not meet the definition of "Short-term Rental (STR)" because those are defined as "the use or occupancy of a residential property or dwelling unit, in whole or in part, by the general public for a fee, primarily for tourist accommodations, and for a period of less than thirty days. Timeshare, hotel, motel, and bed and breakfast uses are not short-term rental uses." Again, the use on the property is not made available to the general public, is not used for tourist accommodations, and are tied directly to the operation and research occurring at the Aspen Center for Physics. The only similarity is that these units will occasionally be occupied for periods of less than 30 days. However, the units provide housing for program participants at the Aspen Center for Physics as outlined in their deed restrictions.

In the draft Ordinance and the deed restrictions there is language provided for the unanticipated situation that the units may not be fully occupied by the Aspen Center for Physics. This language was required as part of the Conditions of Approval for the Aspen Pitkin County Housing Authority.

A. Under all circumstances, Aspen Center for Physics participants shall be prioritized for use of the housing units. Use of the units by others, as described below, shall only occur if the period of tenancy will not interfere with the Aspen Center for Physics regular use and occupancy of the units for their program participants and their families.
    1. If Aspen Center for Physics program participants and their families are not able to utilize the housing units for any reason, the units shall first be made available to any Aspen Center for Physics employees. (The Aspen Institute, Inc.). The maximum rental rate that will be charged will be based on the category of that specific household and in accordance with the APCHA Guidelines.
    2. If Aspen Center for Physics program participants, their families, or Aspen Center for Physics employees are not able to utilize the housing units for any reason, the units shall then be made available to other Aspen Meadows owners for their use (e.g. MAA and The Aspen Institute, Inc.). The maximum rental rate that will be charged will be based on the category of that specific household and in accordance with the APCHA Guidelines.
    3. If the Aspen Meadows owners are not able to utilize the housing units for any reason, the units shall then be made available to other non-profit organizations in Pitkin County. The maximum rental rate that will be charged will be based on the category of that specific household and in accordance with the APCHA Guidelines.

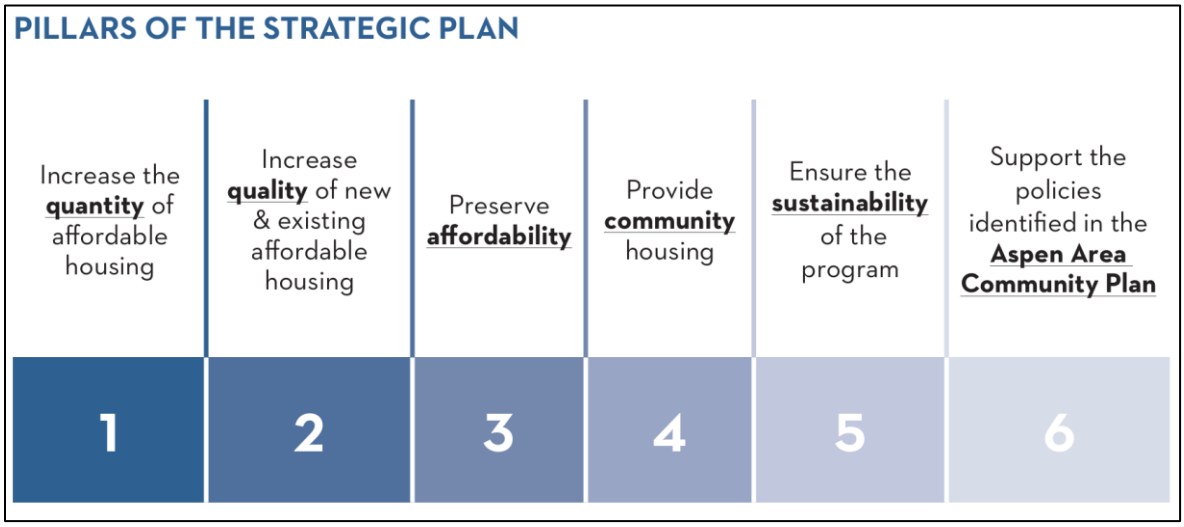
5. What percentage of the proposed units will be reserved for year-round employees versus short-term faculty, students, or visiting participants?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicant's responses.

6. How does this project advance Aspen's stated goal of increasing housing for permanent local workers rather than transient populations?

This is not a goal of the City of Aspen. Staff believes the proposal is consistent with a number of Pillars and Actions found in the Aspen Affordable Housing Strategic Plan and policies found in the Aspen Area Community Plan (AACP). Specifically, Goal II.3 of the AACP states "Employers should participate in the creation of seasonal rental housing."
The City of Aspen Affordable Housing Strategic Plan (2022-2028) was adopted by resolution in May, 2022. The Pillars of the Strategic Plan are:

Figure 9: COA 2022-2028 Affordable Housing Strategic Plan pg. 6 excerpt



None of these pillars state that we should increase housing for permanent local workers rather than transient populations, but rather to provide community housing. Community encompasses all people who live and/or work in the City of Aspen.

Action 1 of this strategic plan outlined replacing expiring deed restrictions with permanent deed restrictions. When some existing deed restrictions expire they will be gone forever, the proposal includes Permanent Deed Restrictions on the property. These will not expire and will be bound to the property.

Action 5 of the strategic plan identifies actions that may improve the affordable housing credits program. Some of these examples of proposed changes include: Allowing the issuance of AH Credits to the development of Resident-Occupied units, and Allowing the issuance of AH Credits to non-profit organization in the housing of seasonal program participants.

Additionally, several elements of the proposed development comply with the 2012 Aspen Area Community Plan (AACP). The AACP states that “since the 1940s, Aspen has taken numerous intentional steps to create an ideal environment in which to live and visit, including founding of the Aspen Institute, Aspen Music School and Festival and ski area.” (AACP, page 6) This shows the importance of these vital organizations not only to our history but to our continued success as a livable, enjoyable community. Although created a little later in time, the Aspen Center for Physics (ACP) was established in 1962. Since then, the ACP has become a leading contributor to the community and to worldwide scientific research. Each of these institutions contribute to the vibrancy of our community.

The AACP serves as a guide for the future of the City of Aspen. The AACP is an aspirational document that identified the values, goals, and ideas of the community. The document has continued to guide the City of Aspen forward to achieve those values, goals, and ideas. The Aspen Idea is described in the Aspen Area Community Plan as a concept that allows for balance not only to our community but to each individual in our community. That to live a fulfilling life, one must

be stimulated in mind, body, and spirit and that your community itself can (and should) provide all three. The Aspen Idea is now a cornerstone of our heritage and identity in the City of Aspen.

> "The Aspen Idea is a legacy that has established Aspen as a place to cultivate lifelong education, civic engagement, physical health, personal responsibility, spiritual development and an environmental consciousness. It is a fundamental awareness that mind, body and spirit can be fully integrated parts of a whole and balanced person, and this interconnectedness entails the cultivation of all three. At a basic level, this valuable concept can help provide balance to our community and to our individual lives." (AACP, page 14)

The AACP calls for a collaborative effort between private sector, public sector, key institutions, non-profits, and individuals to rediscover and reinvigorate the Aspen Idea. To this end, the proposal from the Aspen Institute, Aspen Music School and Festival, and the Aspen Physics Center meets several criteria from the AACP, including:

Aspen Idea Policies
I.2 Encourage collaboration among non-profit organizations, local government, local businesses and individuals.
I.4 Support and encourage activities and community infrastructure, both social and physical, that enable and sustain the Aspen Idea.
II.1 Maintain the legacy of the Aspen Idea by enhancing and preserving our non-profit and quasi-public facilities and spaces, and ensuring that development of new facilities is consistent with community goals.

Managing Growth for Community & Economic Sustainability Policies
VI.3 Preserve and enhance our non-profit and quasi -public facilities and spaces.
VI.4 New or expanded non-profit facilities in the UGB should be located within the City limits, excepting non-profits with missions that reflect rural values and activities.

Housing Policies
I.2. Deed-restricted housing units should be utilized to the maximum degree possible.
II.1 The housing inventory should bolster our socioeconomic diversity.
II.3 Employers should participate in the creation of seasonal rental housing.
IV.2. All affordable housing must be located within the Urban Growth Boundary.
IV.3 On-site housing mitigation is preferred.
IV.5 The design of new affordable housing should optimize density while demonstrating compatibility with the massing, scale and character of the neighborhood.

The proposal marks one of the largest employer sponsored housing developments in the City of Aspen, with several of the city's longest serving non-profit organizations at the helm. The proposal would bring up to 60 units into the Urban Growth Boundary and provide seasonal and temporary housing for approximately 126 FTEs that would otherwise be travelling from further down valley

to get to Aspen. The collaborative effort proposes to revitalize and sustain The Aspen Idea by "Housing the Aspen Idea".

C. Vested Rights and Construction Duration

7. Why is a 10-year vested rights period necessary for this project, and how does it serve the public interest?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

8. Given the West End's prolonged exposure to construction impacts over many years, why should vested rights exceed the standard 3-year term?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

9. What safeguards are in place to prevent prolonged, intermittent construction over a decade-long period?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

D. Parking Supply, Traffic, and Enforcement

10. The Aspen Center for Physics proposal reflects a deficit of approximately 37 parking spaces. How is this compatible with existing parking constraints in the area?

This is the wrong information. The Aspen Center for Physics proposes 17 parking units for their 34-unit development. The Aspen Center for Physics proposes 17 parking units for their 34-unit development. This includes two parking spaces for the proposed residences off W. North Street, six striped spaces along W. North Street, 2 EV spaces, and 9 parking units covered by additional TIA measures (as allowed by the TIA). It is important to note that parking units don't necessarily mean parking spaces. In this part of town, the Aspen Infill Area, the applicant team can utilize 1 additional TIA Credit to satisfy 1 Parking Unit requirement. They have done so for 9 additional parking units. Additionally, they can pay Cash-in-Lieu for the additional parking that they are not providing.

11. Why should cash-in-lieu payments be considered an adequate mitigation when they do not create parking capacity near the site?

Aspen Meadows is located in the Aspen Infill Area. The Aspen Infill Area is a geographical area of Aspen east of Castle Creek and south of the Roaring Fork River. The parking requirements for the Aspen Infill Area allow a Cash-in-lieu payment for parking up to 100% of the parking

requirement. If the Aspen Meadows wanted to pay cash-in-lieu for all of their parking, as allowed in the Code, it would be permitted.

Figure 10: Aspen Infill Area aerial image

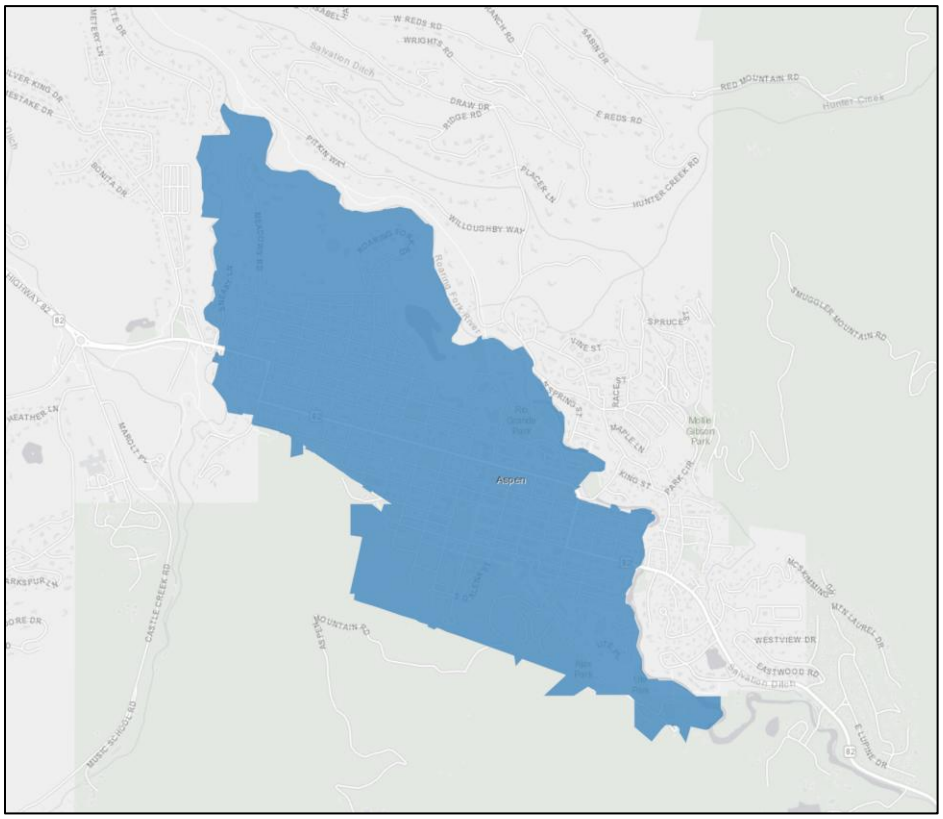


Figure 11: Infill Area Parking Requirements

Table 26.515-2 - Parking Requirements by Zone District

Location	Options for Meeting Parking Requirements			
	Additional TIA Credits (Projects Subject to TIA)	*Mobility Commitments (Projects Exempt from TIA)*	*On-Site Parking Provision*	*Cash-in-Lieu of Parking Fee Payment*
Commercial Core (CC) and Commercial-1 (C-1) zones	Up to 2 Additional TIA Credits	Up to 2 Mobility Commitments	* Up to 20% of the Requirement. Up to 100% of the requirement if subgrade.	Up to 100% of the Requirement
Remaining Commercial, Lodging, and Lodging Overlay Zones	1 Additional TIA Credit (equal to 1 Parking Unit)	1 Mobility Commitment (equal to 1 Parking Unit)	At least 60% and up to 100% of the Requirement	Up to 40% of the Requirement
Remaining Infill Area	**1 Additional TIA Credit (equal to 1 Parking Unit)**	1 Mobility Commitment (equal to 1 Parking Unit)	Up to 100% of the Requirement	Up to 100% of the Requirement
All other Areas	1 Additional TIA Credit (equal to 1 Parking Unit)	1 Mobility Commitment (equal to 1 Parking Unit)	At least 60% and up to 100% of the Requirement	Up to 40% of the Requirement

12. How would deed restrictions prohibiting car ownership by occupants be realistically enforced, and has such enforcement been successful elsewhere in Aspen?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

13. Should this project be required to complete a Level 1 Traffic Impact Analysis given existing congestion from Aspen Meadows events and commuter traffic on Power Plant Road?

A Level 1 Traffic Impact Analysis was completed for each property in the application. The properties are categorized as Minor Developments (Inside the roundabout) under the Transportation Impact Analysis Guidelines.

Figure 12: Minor Development definition from Transportation Impact Analysis Guidelines

- **Minor Development** All development exceeding the exempt thresholds above, and located inside the roundabout, regardless of size, is considered minor development. In addition, any development outside the roundabout (along Highway 82, or up Castle or Maroon Creek Roads), is considered minor development if it meets the following thresholds under "Minor Development – Outside the Roundabout" in Table 1. All minor developments are required to perform a Level One TIA which includes mitigation using Aspen specific TDM and MMLOS mitigation tools.

A Level 2 Traffic Impact Analysis, under current guidelines, would be required for a "Major Development" which is categorized as being located outside of the Roundabout.

Figure 13: Major Development definition from Transportation Impact Analysis Guidelines

- **Major Development** refers to any significant development located outside the Roundabout (i.e. along the Castle Creek, Maroon Creek, and Highway 82 corridors), and is required to perform a Level Two TIA which includes Capacity Analysis and a Site Plan Review. Additionally the development will mitigate using Aspen specific TDM and MMLOS mitigation tools in addition to mitigating its significant impacts.

Simply, the adopted codes and regulations require a Level 1 TIA, which was completed and provided by the applicant.

E. Public Easements, Trails, and Pedestrian Safety

14. Why is the relocation of the existing public trail easement off the Aspen Center for Physics property being proposed?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

15. How does relocating pedestrians onto a vehicle-heavy roadway improve safety or preserve the quality of this historic, legally recorded public amenity?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

16. Are all existing informal and formal walking paths through these properties being preserved, and if not, why?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

F. Neighborhood Compatibility and Operations

17. Who will manage these housing units on a day-to-day basis, and will there be onsite management to ensure compliance with occupancy, parking, and behavioral rules?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

18. How will increased demand for housekeeping, maintenance, and service contractors be accommodated without adding traffic and parking pressure?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

19. Are pets allowed in long-term units, and how will impacts to nearby wildlife corridors (ACES, Hallam Lake, and the Roaring Fork River) be mitigated?

There are no City regulations about the allowance of pets in any residences. Interestingly enough, the 2012 Aspen Area Community Plan states that "The residents of affordable housing and free-market housing in the same neighborhood should be treated fairly, equally and consistently with regard to any restrictions or conditions on development such as parking, pet ownership, etc. All pet owners are responsible for their pet and subject to local rules adopted by the City. There is no reason to believe the Institute residents will be any more or less responsible than residents and visitors of the West End.

Figure 14: 2012 AACP excerpt

> IV.6. The residents of affordable housing and free-market housing in the same neighborhood should be treated fairly, equally and consistently with regard to any restrictions or conditions on development such as parking, pet ownership, etc.

Later on in the Aspen Area Community Plan it also makes a statement that "New affordable housing development must not be the subject of discrimination."

Figure 15: 2012 AACP excerpt 2

> **IV.6. Residents of affordable housing and free-market housing in the same neighborhood should be treated fairly, equally, and consistently, with regard to any restrictions or conditions on development such as parking, pet ownership etc. (Proposed Code Amendment)**
>
> IV.6.a. During the review of any new affordable housing development, the prohibitions, constraints, and permissions generally found in the neighborhood, such as those regarding parking and pets, should be consistently applied to the proposal. New affordable housing development must not be the subject of discrimination. (I – P)

G. Transportation and Mobility Commitments

20. What specific transit amenities will be provided (e.g., dedicated shuttle service, transit passes, bike infrastructure)?

All of the items that are proposed by the applicants in this joint application are allowed Transportation Demand Management and Multi-Modal Level of Service improvements to be counted in mitigating vehicle trips.

Aspen Institute –

1. Improved Sidewalk Conditions,
2. Improved Pedestrian Route Experiences and Crosswalks,
3. Bicycle Facility Improvements and Bicycle Parking,
4. Neighborhood/Site Enhancement Strategies, and
5. Trip Reduction Marketing/Incentive Programs

Aspen Music Festival and School –

1. Improved Sidewalk Conditions,
2. Improved Pedestrian Route Experiences and Crosswalks,
3. Driveways, Parking, and Access Considerations
4. Bicycle Facility Improvements and Bicycle Parking,
5. Basic and Enhanced Transit Amenities,
6. Carpool Strategy Implementation, and
7. Trip Reduction Marketing/Incentive Programs

Aspen Center for Physics

1. Improved Sidewalk Conditions,
2. Improved Pedestrian Route Experiences and Crosswalks,
3. Driveways, Parking, and Access Considerations
4. Bicycle Parking,
5. Neighborhood/Site Enhancement Strategies,
6. Transit Fare Subsidy,
7. Carshare Program,
8. Carpool/Vanpool Priority Parking, and
9. Trip Reduction Marketing/Incentive Programs

21. Are these measures binding conditions of approval or voluntary program elements subject to change?

The information in the Transporation Impact Analysis is used by the Engineering and Transportation Departments to come to an agreement of what acceptable mitigation methods are utilized in the proposed development. If the applicant team provides less mitigation than what is required in the proposed Transportation Impact Analysis then they would be in violation of their approvals. This would trigger enforcement action from the City. In this specific instance, the Ordinance approvals lay out the required TIA mitigation for each property which is another legally binding document.

H. Construction Impacts and Mitigation

22. Will a Construction Mitigation Plan be required at the detailed review stage?

Generally, a Construction Mitigation Plan is required as part of the building permit submittal process. Staff believes that it is within Council's authority to require that as part of the detailed review stage.

23. What concrete measures will be implemented to reduce construction worker vehicle trips to the site?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

24. What is the anticipated total construction duration, and how will noise, dust, traffic, and staging impacts on neighbors be minimized?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

I. General

25. How much housing could be built under dormitory housing?

The current proposal does not include dormitory housing. However, since Boardinghouse and dormitory for housing students and faculty of schools and other academic institutions is a "Conditional Use" in the zone district, it would need to go through a Conditional Use review. The Conditional Use review process is outlined in Chapter 26.425. These uses are those which are generally compatible with the other permitted uses in a Zone District, but which require individual review of their location, design, configuration, intensity and density in order to ensure the appropriateness of the land use in the Zone District. A conditional use would be reviewed by the Planning and Zoning Commission. The standards applicable to all conditional uses are:

(a) The conditional use is consistent with the intent of the Zone District in which it is proposed to be located and complies with all other applicable requirements of this Title; and
(b) The conditional use is compatible with the mix of development in the immediate vicinity of the parcel in terms of density, height, bulk, architecture, landscaping, and open space, as well as with any applicable adopted regulatory master plan.
(c) The conditional use is consistent and compatible with the character of the immediate vicinity of the parcel proposed for development and surrounding land uses and enhances the mixture of complimentary uses and activities in the immediate vicinity of the parcel proposed for development; and
(d) The location, size, design and operating characteristics of the proposed conditional use minimizes adverse effects, including visual impacts, impacts on pedestrian and vehicular

circulation, parking, trash, service delivery, noise, vibrations and odor on surrounding properties; and
(e) There are adequate public facilities and services to serve the conditional use including but not limited to roads, potable water, sewer, solid waste, parks, police, fire protection, emergency medical services, hospital and medical services, drainage systems and schools; and
(f) The applicant commits to supply affordable housing to meet the incremental need for increased employees generated by the conditional use; and
(g) The Community Development Director may recommend and the Planning and Zoning Commission may impose such conditions on a conditional use that are necessary to maintain the integrity of the City's Zone Districts and to ensure the conditional use complies this Chapter and this Title; is compatible with surrounding land uses; and is served by adequate public facilities. This includes, but is not limited to, imposing conditions on size, bulk, location, open space, landscaping, buffering, lighting, signage, off-street parking and other similar design features, the construction of public facilities to serve the conditional use and limitations on the operating characteristics, hours of operation and duration of the conditional use.

26. What would it look like if all three properties submitted applications separately at this point?

At this point, separate approvals would need to be granted. This would involve parsing everything out individually. Staff would be reviewing each of these properties independently of the other. While staff did separate reviews for each property, we also discuss the project as a whole in our documentation. There would be no true nexus to tie the projects together including potentially the condition proposed by the Planning and Zoning Commission that the applicants mitigate their construction impacts together.

27. If units don't meet APCHA standards, what happens if ownership changes in the future with those units?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

28. How many traffic trips would be saved by having participants live on site in lieu of travelling from off-site?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

29. Have you looked into partnerships with another entity like how SkiCo is with the Marolt seasonal housing set up?

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

30. We would like to understand the net parking changes from existing to proposed, including the changes to the parking in the right-of-way and on private property. Please do this site by site and overall.

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

31. Is this really APCHA housing? Or should it be considered seasonal housing?

Seasonal housing is a subset of housing categories in the APCHA inventory listed in the APCHA 2026 Regulations (Effective 01/01/2026). These types of properties are not defined in the definitions section of the Regulations, nor are they defined in the Land Use Code. Below is the section from the Housing Regulations under Part III. Procedures for Rental and Ownership - Section 1. Rental: Priorities and Special Rental Units. In short, APCHA housing includes seasonal housing.

Figure 16: APCHA 2026 Regulations

2. Seasonal Rental Units

   a. A person who can verify seasonal employment in the City of Aspen or Pitkin County of at least 30 hours per week during the applicable season is eligible to rent APCHA seasonal rental units at designated properties.

   b. These properties include, but may not be limited to Marolt Ranch, Burlingame Seasonal Housing, and designated dormitory-type units at Aspen Highlands Village.

   c. A seasonal worker, student, intern, or faculty member must submit an APCHA Seasonal Rental Application, (provide verification documents as required, and be approved by APCHA prior to occupancy. (Exception: students and/or faculty of the Music Associates of Aspen [MMA] have a separate application process.)

32. Why should this project be granted the right to affordable housing certificates? Essentially, these certificates would take away other private developments mitigation requirements instead of them

The Aspen Institute and the Aspen Music Festival and School are the only entities requesting the use of their proposed units for the Certificate of Affordable Housing Credits program. Based on their proposal of housing and the APCHA conditions of approval, APCHA supports the granting of AH credits for these two properties. Both of these properties request the flexibility in their deed restrictions to allow for a more diverse housing population. Intern or visa-staff may qualify for a Category 2 or 3 unit, while more senior full-time staff may qualify at a Category 4 or RO level. The applicants propose deed restricting the units at a Category 4 level with the ability to rent at any category level from Category 1 to Resident Occupied.

Land Use Code Section 26.470.080 – Growth Management Quota System – General Review Standards states that “Affordable housing units that are being provided absent a requirement

("voluntary units") may be deed-restricted at any level of affordability, including residential occupied (RO)." However, in Chapter 26.540 Certificates of Affordable Housing Credit, it is stated that Certificates of Affordable Housing Credit are not available to deed restricted units which a cash-in-lieu rate has not been established in the Housing Guidelines. This is why the applicant is requesting the ability to generate credits for deed-restricted units up to the RO Category. The RO category does not have an established Fee-in-Lieu calculation. APCHA agreed that they would be supportive of allowing Affordable Housing Credits if it was determined by City Council that it was appropriate given the circumstances.

Figure 17: GMQS Calculations for Fee-in-Lieu

Fee-in-Lieu (per FTE):	
Category 1:	$467,236
Category 2:	$431,077
Category 3:	$395,829
Category 4:	$346,808
Category 5:	$286,689

33. Explain the strategy for applying for 3 projects instead of one for each property?

The original direction given to the applicant team was that it would be the best route to combine these reviews. This direction was provided by previous City Management at the time before the applicant began their Neighborhood Outreach. In staff's opinion there are advantages and disadvantages for both combining the application and treating each property as a separate application as detailed in a previous answer.

34. Exactly how will each unit and mix of units be used by each institution? Council would like to know how each individual unit will be utilized.

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

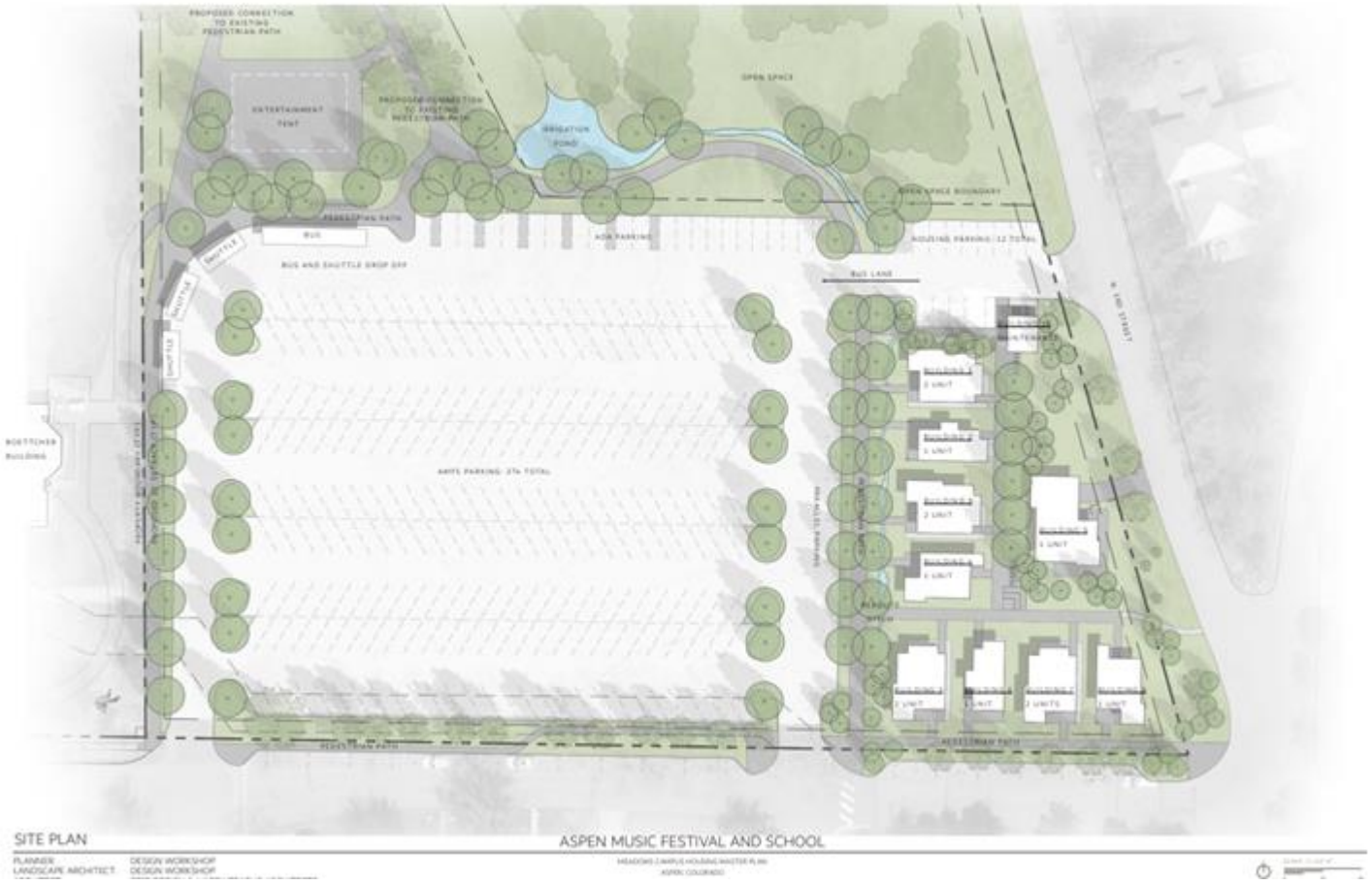
35. Look into better trail access, Council does not think that the trail should run along the road in the right-of-way.

Please see Exhibit N - Aspen Meadows Housing - Applicant City Council 1st Reading Responses for applicants responses.

Aspen Music Festival Access Analysis Report

Revision: Draft

Aspen Music Festival Access Analysis Project
February 3, 2026



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Executive Summary

The Aspen Music Festival and School has proposed development of restricted housing units on a portion of their property in the West End neighborhood in Aspen. The proposal includes the relocation of an entrance to the site, moving an entrance from 3rd Street to 4th Street and Gillespie Avenue. As part of the ongoing land use review and based on comments and questions from the Planning & Zoning Commission and neighbors, the organization has asked Jacobs to analyze potential impacts of this entrance relocation.

Jacobs has evaluated this possibility using accident data from the City of Aspen, an August 2024 parking study performed during two large Music Festival events, and Jacobs' big data model, Streetlight. The area of analysis was generally from Hallam Street to Gillespie Avenue between 3rd and 8th Streets. Streetlight location-based data were gathered and collated to show pedestrian volumes on each block in the study area during large concerts in 2019. Streetlight-connected vehicle data has been gathered and collated to show vehicle volumes and average speeds in each block over the period between 2019 and 2025. These four data sources have been overlaid and evaluated to show typical pedestrian walking patterns during concert events, typical vehicle volume and speed through the area, and accident history in the study area.

The accident evaluation shows that pedestrian and bicycle accidents in the study area are low, with only 3 accidents out of 76 reported accidents in the study area in the last 5 years.

Overlaying the 5-year accident history and the average vehicle volume analysis on the concert days (Friday and Sunday) *did not* show a correlation between volume and accident history on the current or proposed access points for the music festival events on 3rd, 4th, or 5th Streets. Accidents seem to be the most frequent on Smuggler, Francis, 6th, and 7th Streets, likely reflecting the Friday afternoon bypass of congested traffic on Colorado State Highway (CO) 82/Main Street.

Similarly, overlaying the average vehicle speed analysis and the 5-year accident history *did not* show a correlation between speed and accident history on the existing or proposed music festival access routes of 3rd, 4th, or 5th Streets. Higher speeds were observed on these roads (speeds in excess of Aspen's 15 miles per hour [mph] residential limit); however, at speeds below 25 mph, drivers have more time to respond to pedestrians, and accident rates and their consequences are reduced, as shown in the 5-year accident history.

Walking patterns in the area during the concerts reflect the overflow parking patterns, concentrating on Gillespie Avenue, Meadows Road, West North Street, and 3rd Street.

Unless the City of Aspen changes the existing "No Parking" restrictions on 4th Street, Jacobs anticipates little change to pedestrian travel patterns on both 3rd and 4th Streets if the parking lot entrance is realigned to 4th Street. Concert goers will likely continue to park and walk along 3rd Street to access the concert venue, because parking is not allowed on 4th Street.

In conclusion, Jacobs does not believe that there will be increased risk to pedestrians or bicycles on 4th Street if the 3rd Street access is moved to 4th. Unless the City of Aspen changes their parking regulations in the area, overflow parking and pedestrian walking patterns will likely remain the same.

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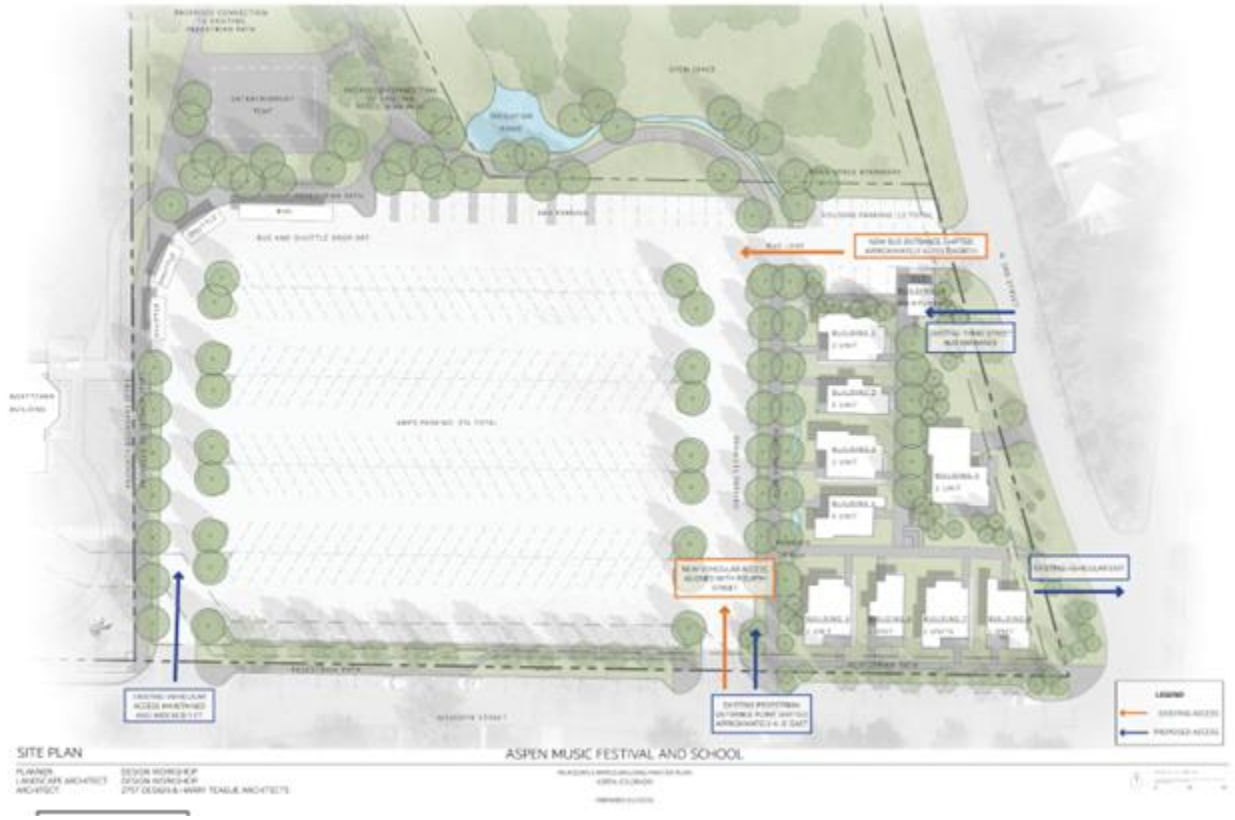
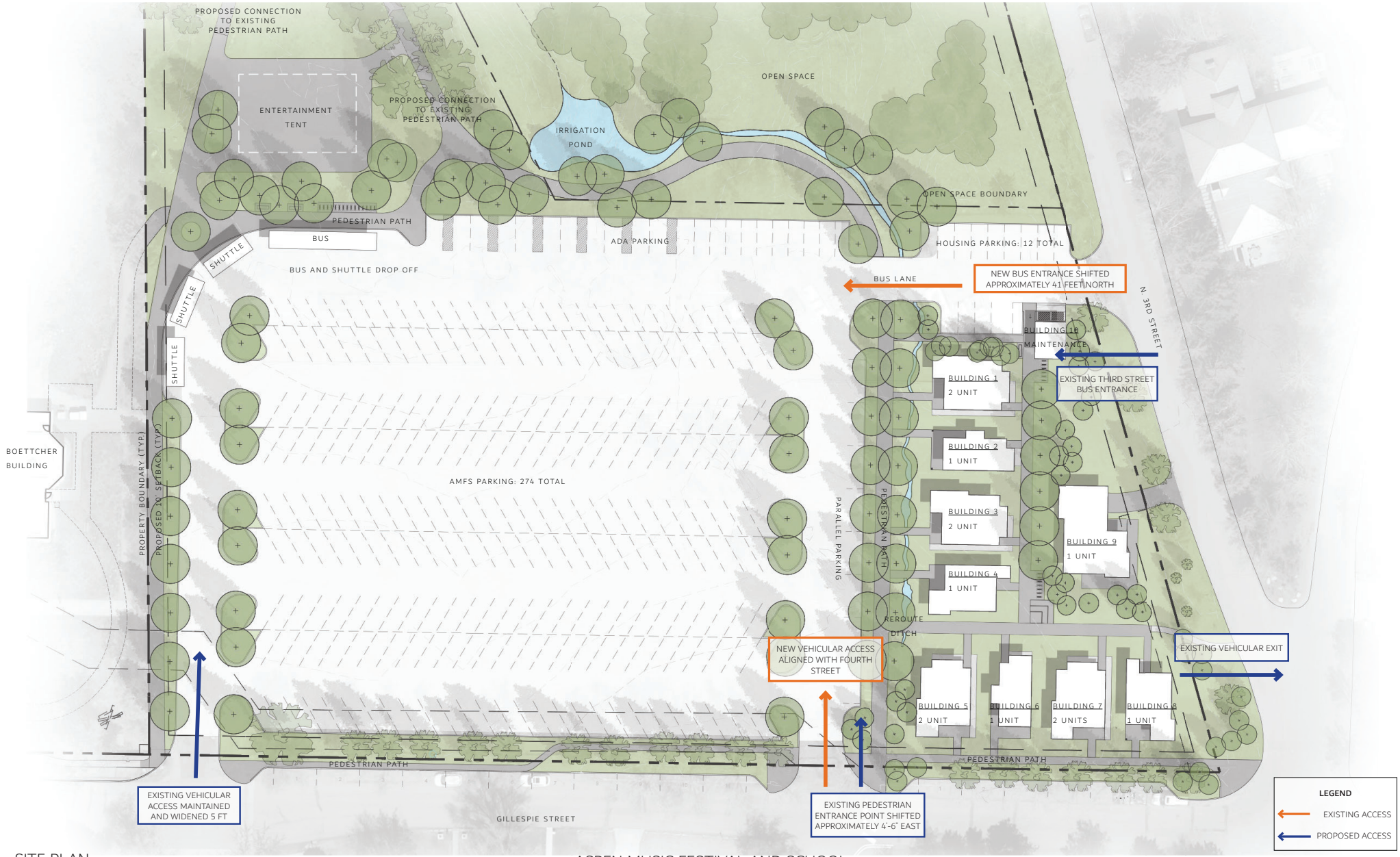
1. Introduction

The Aspen Music Festival and School has proposed development of restricted housing units on a portion of their property in the West End neighborhood in Aspen. The proposal includes the relocation of an entrance to the site, moving an entrance from 3rd Street to 4th Street and Gillespie Avenue. As part of the ongoing land use review and based on comments and questions from the Planning & Zoning Commission and neighbors, the organization has asked Jacobs to analyze potential impacts of this entrance relocation.

Optimization of the housing units requires the relocating of one of the existing access points to the surface lot adjacent to the Resnick Center for Herbert Bayer Studies at 802 North 3rd Street. The current access points for this surface lot are on 5th and 3rd Streets. The new housing would reconfigure the surface lot access points to 5th and 4th Streets. The Aspen Music Festival and School site plan is illustrated on Figure 1 and the study area is on Figure 2.

Figure 1. Aspen Music Festival and School Site Plan





SITE PLAN

ASPEN MUSIC FESTIVAL AND SCHOOL

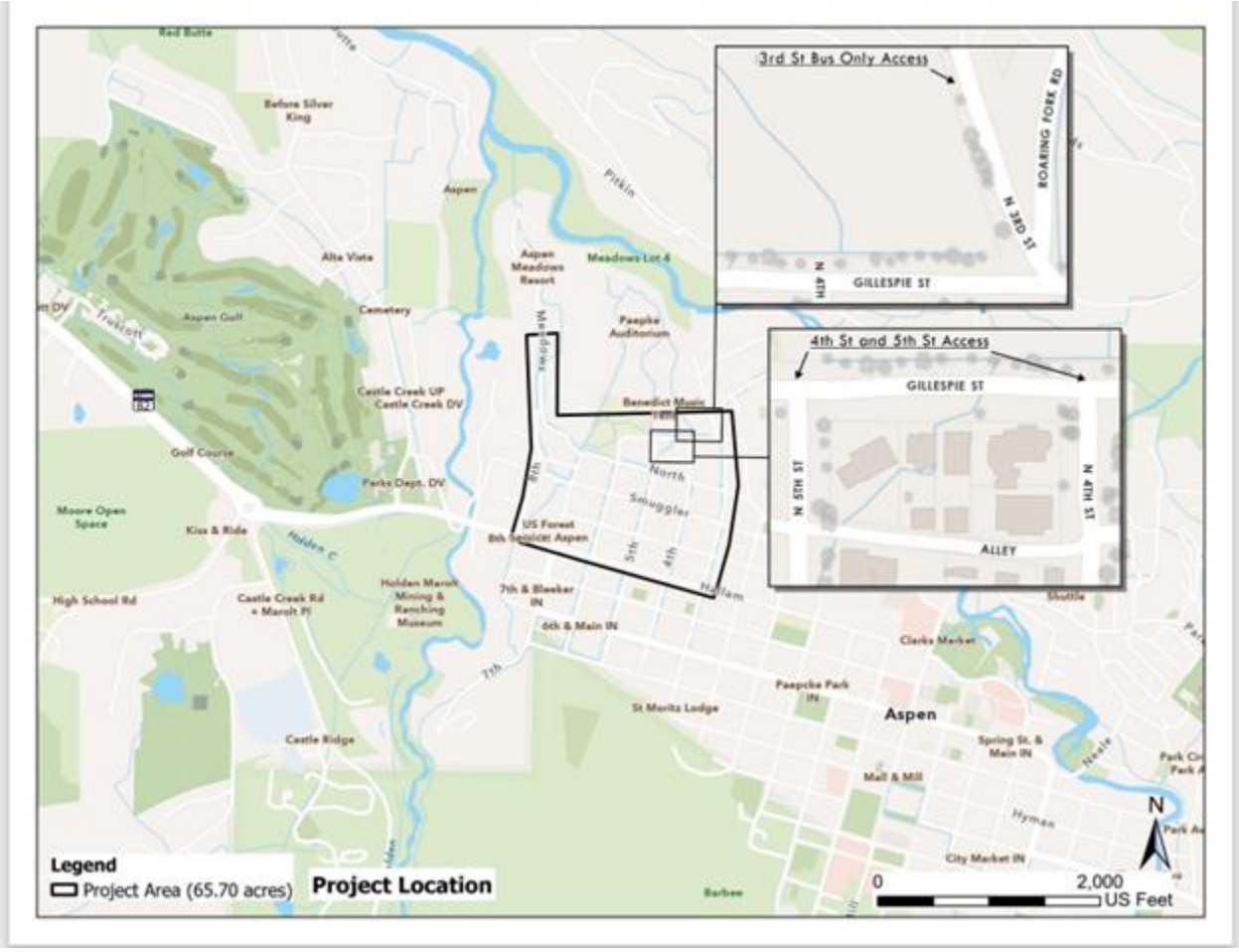
PLANNER: DESIGN WORKSHOP
LANDSCAPE ARCHITECT: DESIGN WORKSHOP
ARCHITECT: 2757 DESIGN & HARRY TEAGUE ARCHITECTS

MEADOWS CAMPUS HOUSING MASTER PLAN
ASPEN, COLORADO

PREPARED 01/29/26

SCALE: 1"=20'-0"
0 20 40

Figure 2. Study Area



In 2017, the City of Aspen striped a new north-south pedestrian walkway on 4th Street. Adjacent residents are concerned that moving one of the surface lot access points from 3rd Street to 4th Street could potentially increase the safety risk to pedestrians. The Planning Commission has asked Aspen Music Festival and School to evaluate this possibility, who contracted Jacobs for the evaluation.

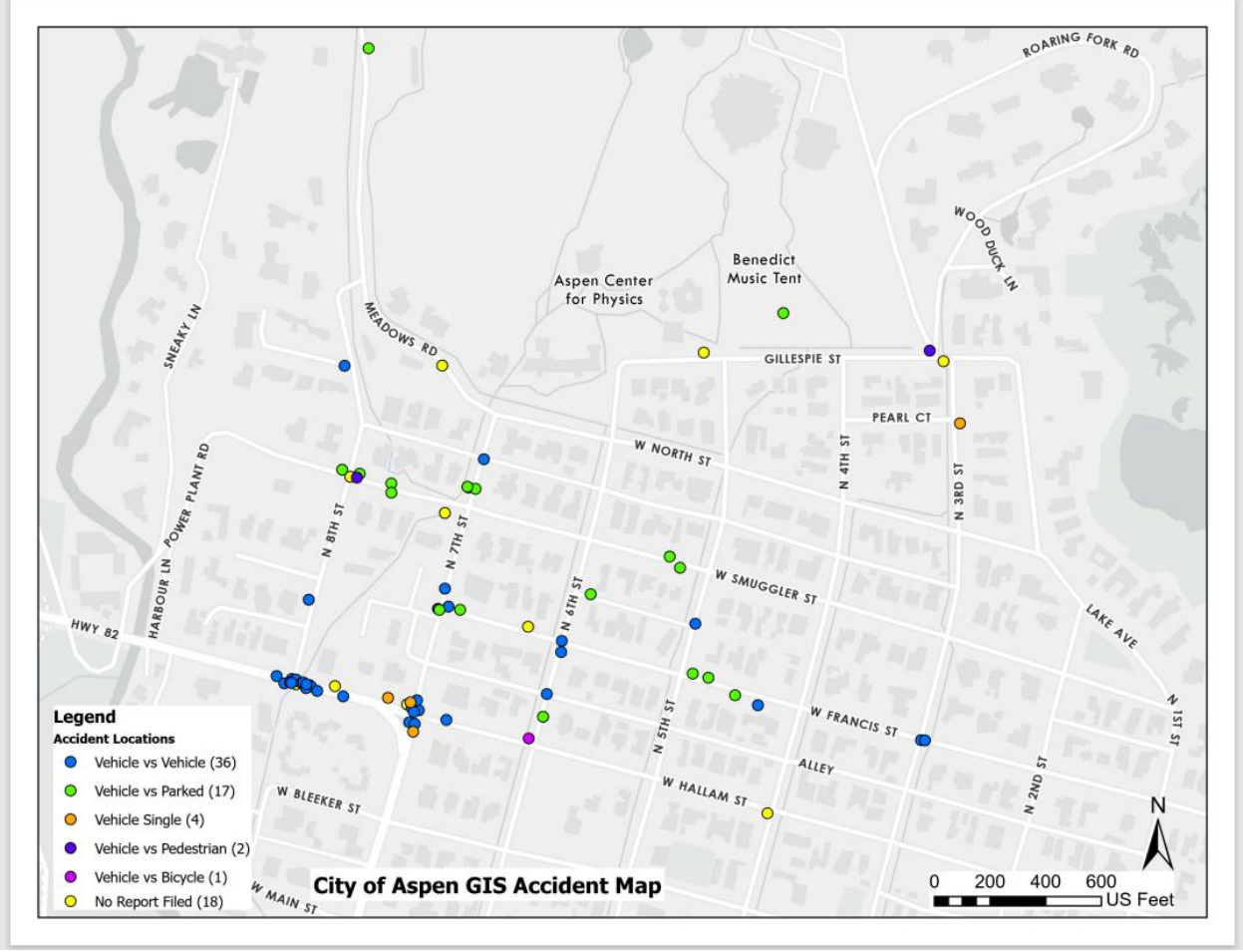
Jacobs has evaluated the plan using accident data from the City of Aspen (Appendix A), an August 2024 parking study performed during two large Music Festival events (Appendix B), and Jacobs' big data model, Streetlight. Streetlight location-based data have been gathered and collated to show pedestrian volumes on each block in the study area during large concerts in 2019—due to federal regulations, location-based data (cell phone data) are not available after 2019. Streetlight-connected vehicle data has been gathered and collated to show vehicle volumes and average speeds in each block over the period between 2019 and 2025. These four data sources have been overlaid and evaluated to show typical pedestrian walking patterns during concert events, typical vehicle volume and speed through the area, and accident history in the study area.

The analysis is detailed in Sections 2 through 6 of this report. Study conclusions and recommendations are summarized in Section 7.

2. Accident Evaluation

An accident analysis was completed as part of the Aspen Music Festival Analysis using data provided by City of Aspen. The latest 5-year span of accident data were requested from City of Aspen, which covered from January 1, 2021, through October 29, 2025, and includes details such as location, date and time, and type and severity of each accident; Figure 3 visually summarizes these data. The area of analysis was generally from Hallam Street to Gillespie Avenue between 3rd and 8th Streets. Accidents near the Aspen Music Festival surface lot and along Meadows Road up to the Calaway Tennis Center parking lot were also included. Based on the data provided, there were a total of 76 accidents in the study area. In comparison, there were 2,624 accidents in Aspen as a whole during the same time period. The raw data provided by City of Aspen are shown in Appendix A.

Figure 3. City of Aspen GIS Accident Map



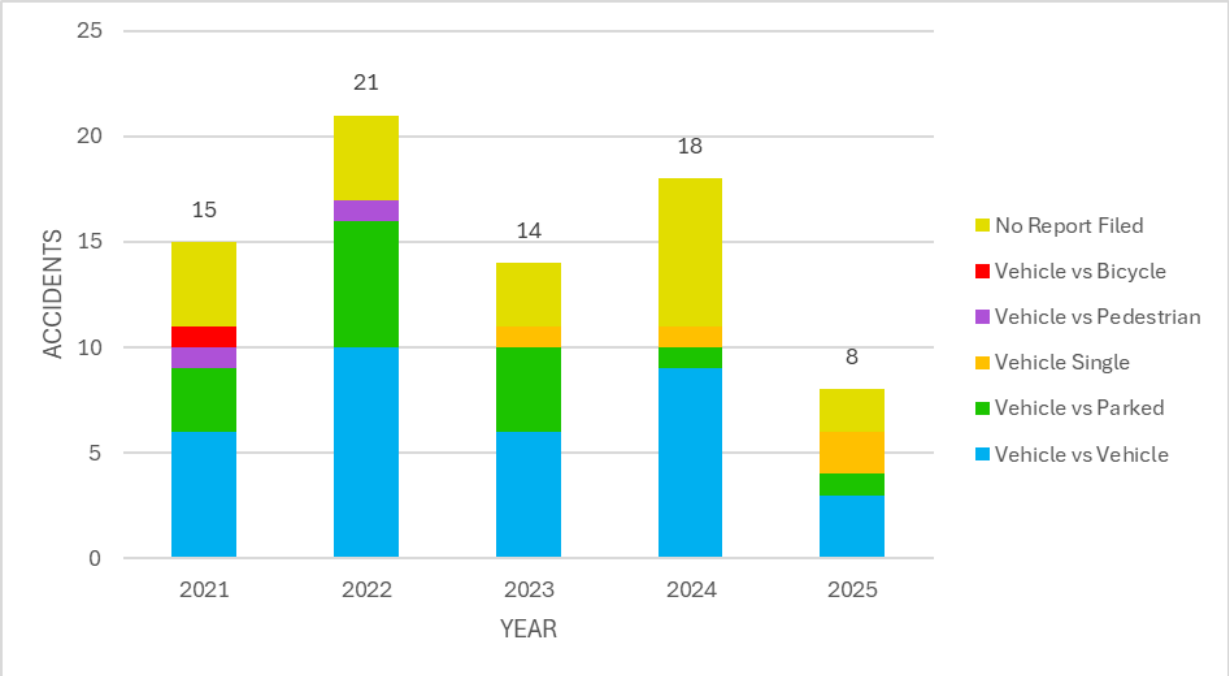
2.1 Accidents by Type

Figure 4 presents the different types of accidents reported within the study area, along with the total by year. Accidents were categorized as vehicle vs vehicle, vehicle vs parked vehicle, vehicle vs pedestrian, vehicle vs bicycle, vehicle single, and "no report filed" in the crash data. The most common accident type of those reported was vehicle vs vehicle, which represents 45% of the total accidents reported. Vehicle vs vehicle accidents tend to occur generally at the intersections with Colorado State Highway (CO) 82. The

second most common accident type is vehicle vs parked, making up 20% of the total accidents reported, with the majority occurring on 7th and 8th Streets and Smuggler Street.

There were only three reported accidents involving pedestrians (two) and bicycles (one) over the 5-year period within the study area. One pedestrian accident was reported to occur near the Aspen Music Festival surface lot. The bicycle accident occurred at 6th Street and Hallam Street. Expanding the study area's southern limit to CO 82, instead of Hallam Street, there are three additional bicycle accidents. One each at 4th, 5th, and 6th Streets. Additional data from the expanded study are not represented in Figure 4 or Figure 5.

Figure 4. Accidents by Type (2021-2025)

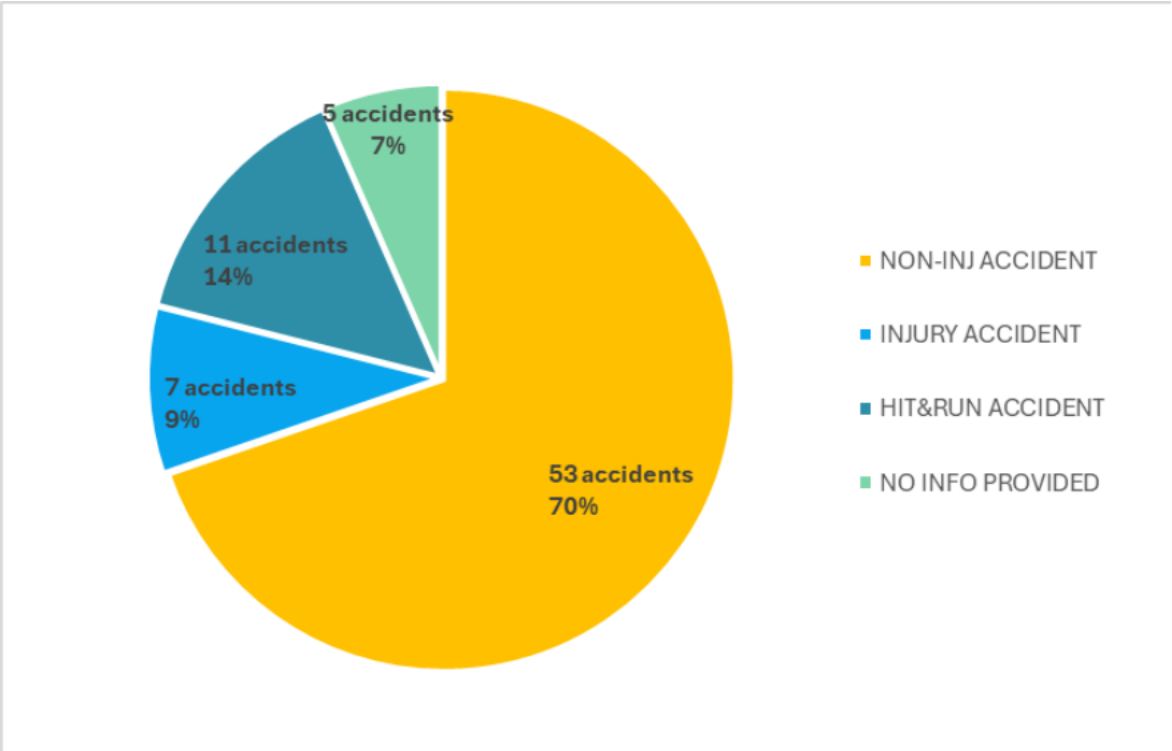


2.2 Accidents by Severity

Figure 5 summarizes accidents by severity. The accident severity is determined by the reporting police officer at the time of the accident or soon after based on the most severe injury sustained by an involved party. Each accident is categorized into injury, non-injury, hit and run, and "no info provided" over the 5-year time frame. It is important to note that from the 76 total accidents, there were no fatal accidents reported. The majority of accidents (70%) were non-injury accidents while only a few accidents (9%) resulted in an injury.

Out of the six pedestrian and bicycle accidents reported within the expanded study area (described previously), only one was reported that an injury occurred.

Figure 5. Accidents by Severity



3. Basis of the Pedestrian and Vehicle Volume and Speed Analysis

The pedestrian and vehicle analysis focuses on average number of pedestrians and vehicle volumes and speeds by block on the highest volume concert days in 2019, 2021, 2022, 2023, 2024, and 2025. Pedestrian location-based data are only available in 2019. Data from 2020 was not used due to the COVID pandemic disruption.

Table 1 lists the concert dates that the pedestrian and vehicle analysis focused on. Yellow highlights indicate highest ticket sales events.

Table 1. Concert Dates Evaluated in the Speed and Volume Analysis

1	**2019**	
2	Aspen Chamber Symphony June 28, 2019	6/28/2019
3	Aspen Festival Orchestra June 30, 2019	6/30/2019
4	Aspen Chamber Symphony July 5, 2019	7/5/2019
5	Aspen Festival Orchestra July 7, 2019	7/7/2019
6	Aspen Chamber Symphony July 12, 2019	7/12/2019
7	Aspen Festival Orchestra July 14, 2019	7/14/2019
8	Aspen Chamber Symphony July 19, 2019	7/19/2019
9	Aspen Festival Orchestra July 21, 2019	7/21/2019
10	Aspen Chamber Symphony July 26, 2019	7/26/2019
11	Aspen Festival Orchestra July 28, 2019	7/28/2019
12	Aspen Chamber Symphony August 2, 2019	8/2/2019
13	Aspen Festival Orchestra August 4, 2019	8/4/2019
14	Aspen Chamber Symphony August 9, 2019	8/9/2019
15	Aspen Festival Orchestra August 11, 2019	8/11/2019
16	Aspen Chamber Symphony August 16, 2019	8/16/2019
17	Aspen Festival Orchestra August 18, 2019	8/18/2019
20	**2020**	
21	CLOSED COVID SUMMER	
22		
24	**2021 - Open at 60% Capacity Post COVID**	
25	Aspen Chamber Symphony July 2, 2021	7/2/2021
26	Aspen Chamber Symphony July 9, 2021	7/9/2021
27	Aspen Festival Orchestra July 11, 2021	7/11/2021
28	Aspen Chamber Symphony July 16, 2021	7/16/2021
29	Aspen Festival Orchestra July 18, 2021	7/18/2021
30	Aspen Chamber Symphony July 23, 2021	7/23/2021
31	Aspen Festival Orchestra July 25, 2021	7/25/2021
32	Aspen Chamber Symphony July 30, 2021	7/30/2021
33	Aspen Festival Orchestra August 1, 2021	8/1/2021
34	Aspen Chamber Symphony August 6, 2021	8/6/2021
35	Aspen Festival Orchestra August 8, 2021	8/8/2021
36	Aspen Chamber Symphony August 13, 2021	8/13/2021
37	Aspen Festival Orchestra August 15, 2021	8/15/2021

40	2022	
41	Aspen Chamber Symphony July 1, 2022	7/1/2022
42	Aspen Festival Orchestra July 3, 2022	7/3/2022
43	Aspen Chamber Symphony July 8, 2022	7/8/2022
44	Aspen Festival Orchestra July 10, 2022	7/10/2022
45	Aspen Chamber Symphony July 15, 2022	7/15/2022
46	Aspen Festival Orchestra July 17, 2022	7/17/2022
47	Aspen Festival Orchestra July 24, 2022	7/24/2022
48	Aspen Chamber Symphony July 29, 2022	7/29/2022
49	Aspen Festival Orchestra July 31, 2022	7/31/2022
50	Aspen Chamber Symphony August 5, 2022	8/5/2022
51	Aspen Festival Orchestra August 7, 2022	8/7/2022
52	Aspen Chamber Symphony August 12, 2022	8/12/2022
53	Aspen Festival Orchestra August 14, 2022	8/14/2022

57	2023	
58	Chamber Symphony: Beethoven's "Pastoral," Joyce...	6/30/2023
59	Festival Orchestra: Rite of Spring, Daniil Trif...	7/2/2023
60	Chamber Symphony: Maxim Vengerov Plays Mendelss	7/7/2023
61	Festival Orchestra: Rachmaninoff and Ravel, Ino...	7/9/2023
62	Chamber Symphony: Spano Conducts Beethoven's "E	7/14/2023
63	Festival Orchestra: Wagner, Hadelich Plays Dennehy	7/16/2023
64	Festival Orchestra: Conlon Conducts Mendelssohn...	7/23/2023
65	Chamber Symphony: Rachmaninoff Third Piano Conc.	7/28/2023
66	Festival Orchestra: Spano Leads Mahler's Third ...	7/30/2023
67	Chamber Symphony: Mozart Symphony No. 39, Steve.	8/4/2023
68	Festival Orchestra: Gil Shaham, Strauss's Till ...	8/6/2023
69	Chamber Symphony: Brahms's Second Symphony	8/11/2023
70	Festival Orchestra: French Romantics Debussy an...	8/13/2023
71	Chamber Symphony: Bronfman and McDuffie, Firebi...	8/18/2023
72	Festival Orchestra: Final Sunday! Haydn's Creation	8/20/2023

75	2024	
76	Chamber Symphony: Trifonov Plays Mozart	6/28/2024
77	Festival Orchestra: Renée Fleming; Pines of Rome	6/30/2024
78	Chamber Symphony: Inon Barnatan; Haydn Symphoni	7/5/2024
79	Festival Orchestra: Hadelich; Rachmaninoff's Sy...	7/7/2024
80	Chamber Symphony: Spano with Joyce Yang, Kelley...	7/12/2024
81	Festival Orchestra: Beethoven “Triple” with Bel...	7/14/2024
82	Festival Orchestra: Livestream at the Denver Ar...	7/14/2024
83	Festival Orchestra: Slatkin Conducts Copland, G...	7/21/2024
84	Chamber Symphony: Jennifer Koh; Sibelius Sympho...	7/26/2024
85	Festival Orchestra: Mahler Symphony No. 9	7/28/2024
86	Chamber Symphony: Conlon Conducts Shaham, Mahl	8/2/2024
87	Festival Orchestra: Midori; Pictures at an Exhi...	8/4/2024
88	Chamber Symphony: Bronfman Plays Beethoven	8/9/2024
89	Festival Orchestra: Malofeev Plays Rachmaninoff	8/11/2024

92	2025	
93	Chamber Symphony: Mendelssohn's "Reformation" a	7/5/2025
94	Festival Orchestra: Brahms Piano Concerto No. 1...	7/6/2025
95	Chamber Symphony: Beethoven's Iconic Fifth Symp...	7/11/2025
96	Festival Orchestra: Barnatan and Conlon with Li...	7/13/2025
97	Chamber Symphony: Elgar and Vaughan Williams	7/18/2025
98	Festival Orchestra: Seong-Jin Cho Plays Mendels...	7/20/2025
99	Chamber Symphony: Brahms's Third Symphony, Rave.	7/25/2025
100	Festival Orchestra: Tchaikovsky Piano Concerto	7/27/2025
101	Chamber Symphony: Ravel Piano Concerto with Lis...	8/1/2025
102	Chamber Symphony: Glover Leads Schubert's "The ...	8/8/2025
103	Festival Orchestra: Hadelich Plays Tchaikovsky ...	8/10/2025
104	Chamber Symphony: Cellist Sheku Kanneh-Mason	8/15/2025
105	Festival Orchestra: Livestream at the Denver Ar...	8/17/2025
106	Festival Orchestra: Ravel's Bolero, Alisa Weile...	8/17/2025

4. Pedestrian Volume Analysis

Streetlight analyzed pedestrian volume data for three time periods of day on concert days. This included looking at Friday and Sunday concert days. These three time periods correspond to before, during, and after concerts. This was done to look at the change in pedestrian volumes and general travel patterns. Figure 6 through Figure 8 illustrate the results of the analysis.

Figure 6. Average Pedestrian Volumes by Block on High-Volume Concert Days (Friday and Sunday) Before Concert Events

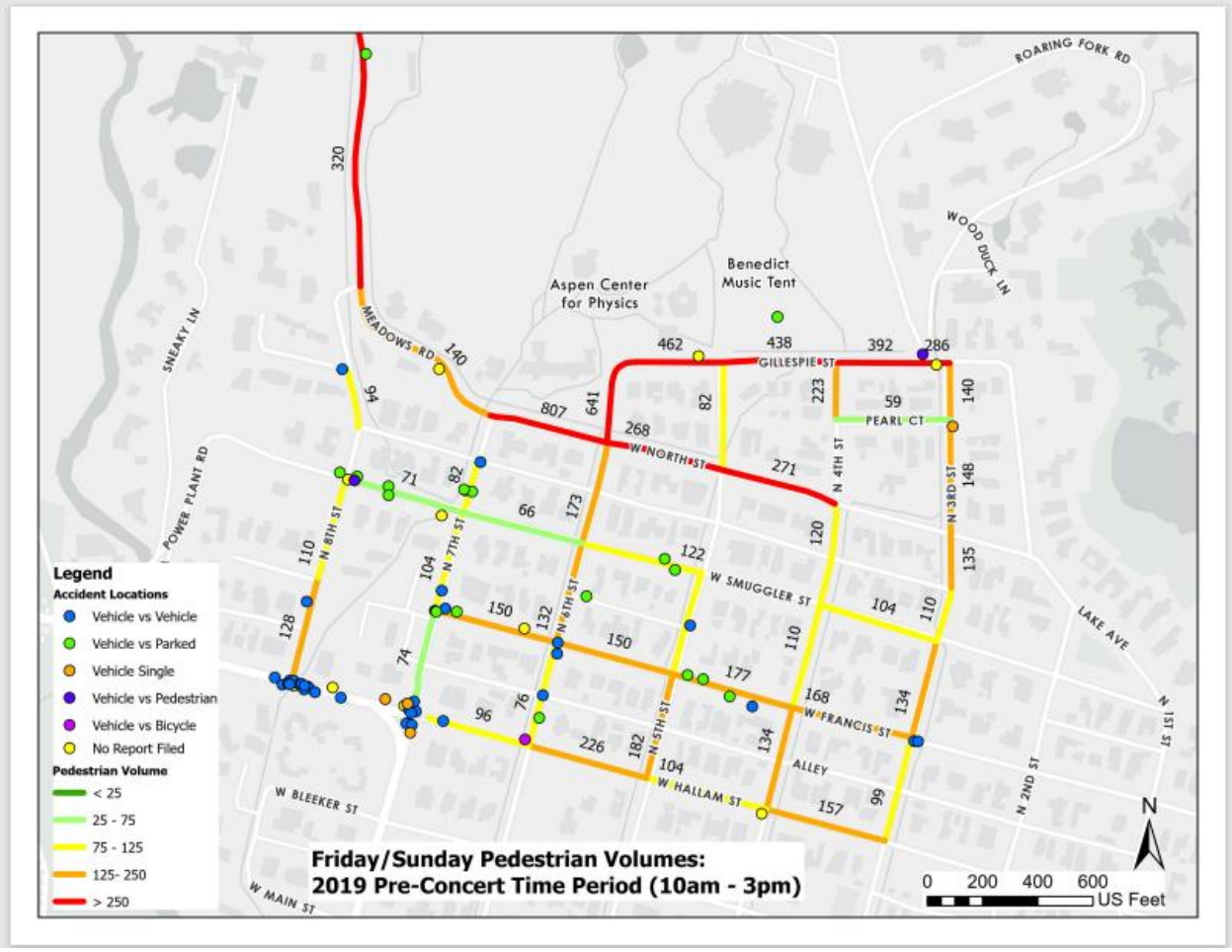


Figure 7. Average Pedestrian Volumes by Block on High-Volume Concert Days (Friday and Sunday) During Concert Events

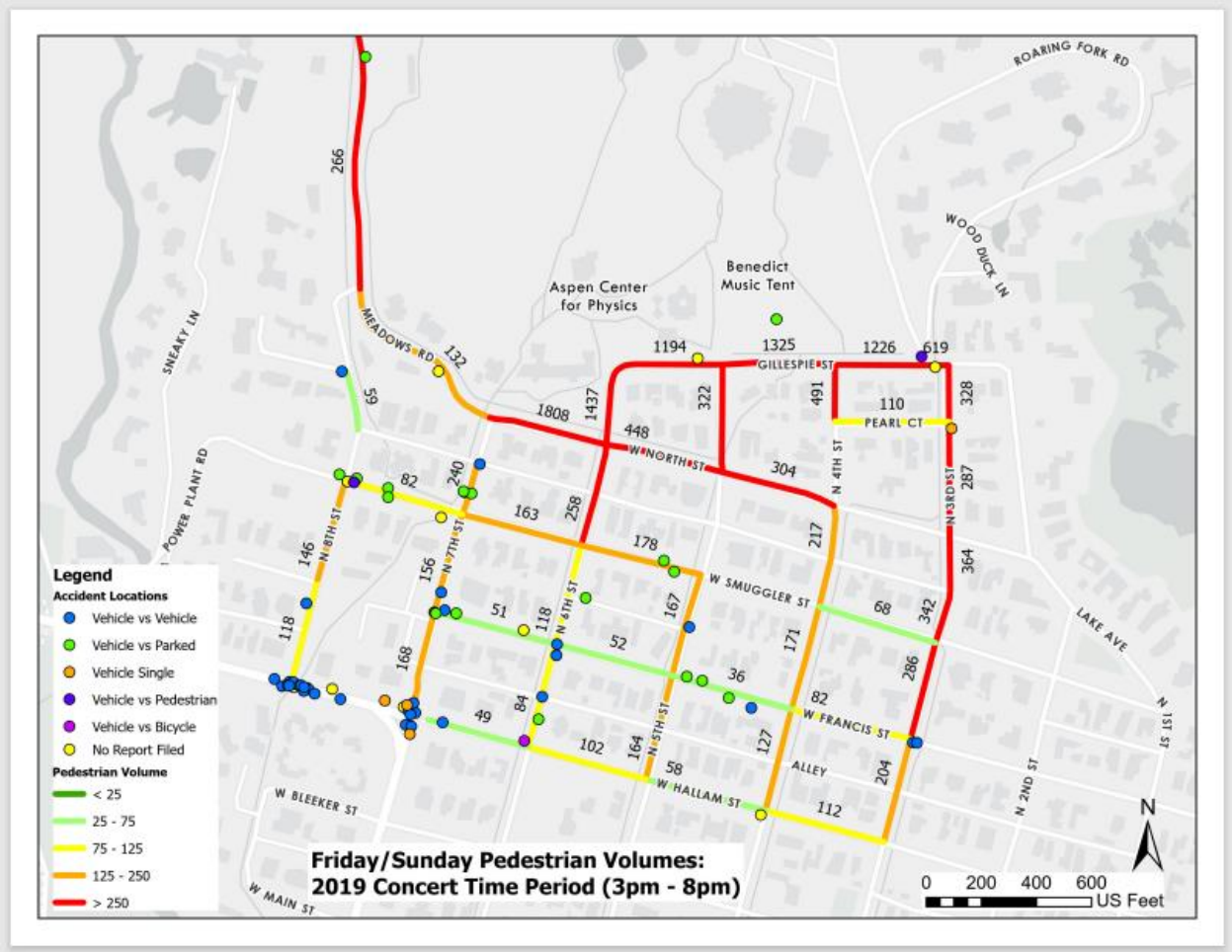
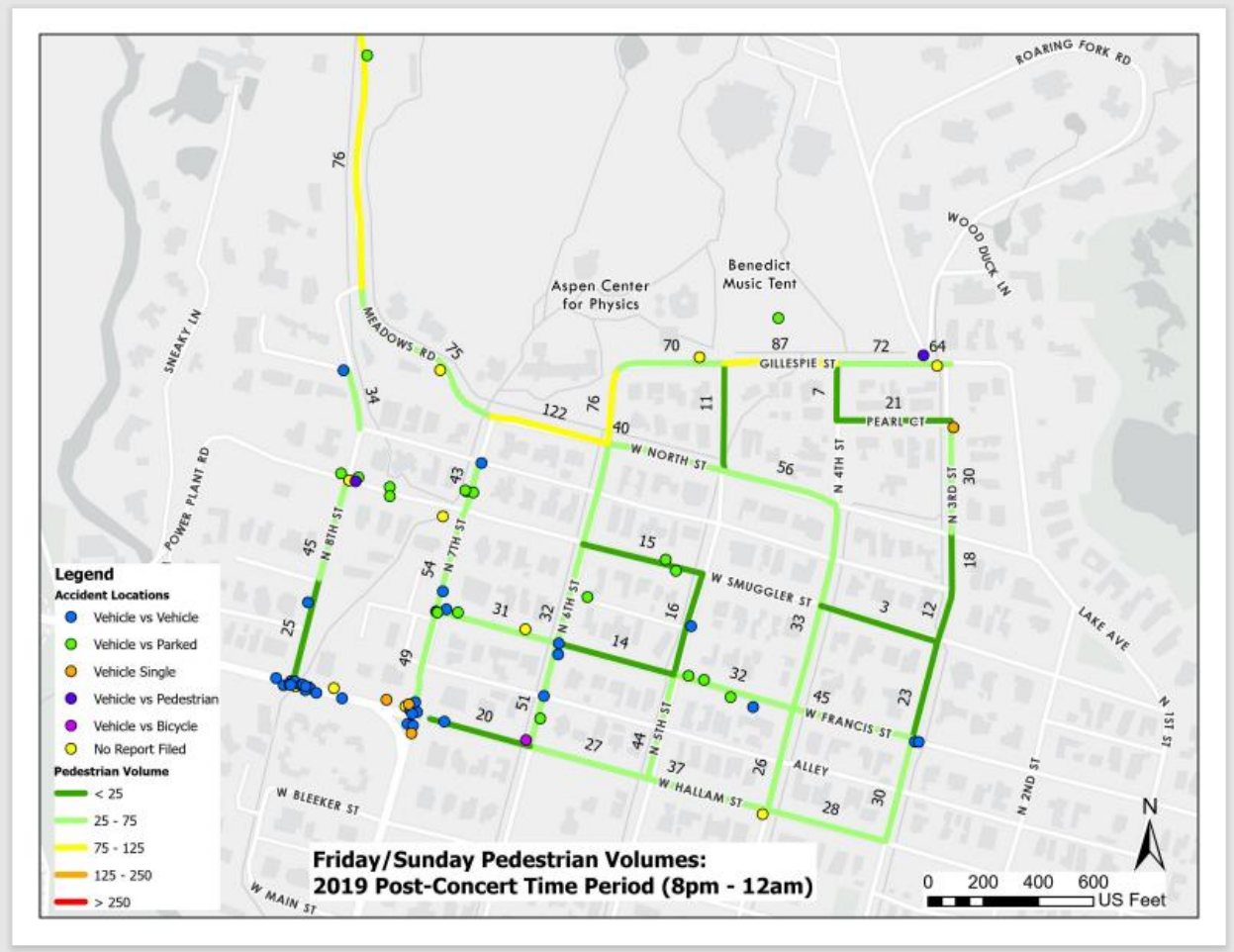


Figure 8. Average Pedestrian Volumes by Block on High-Volume Concert Days (Friday and Sunday) After Concert Events

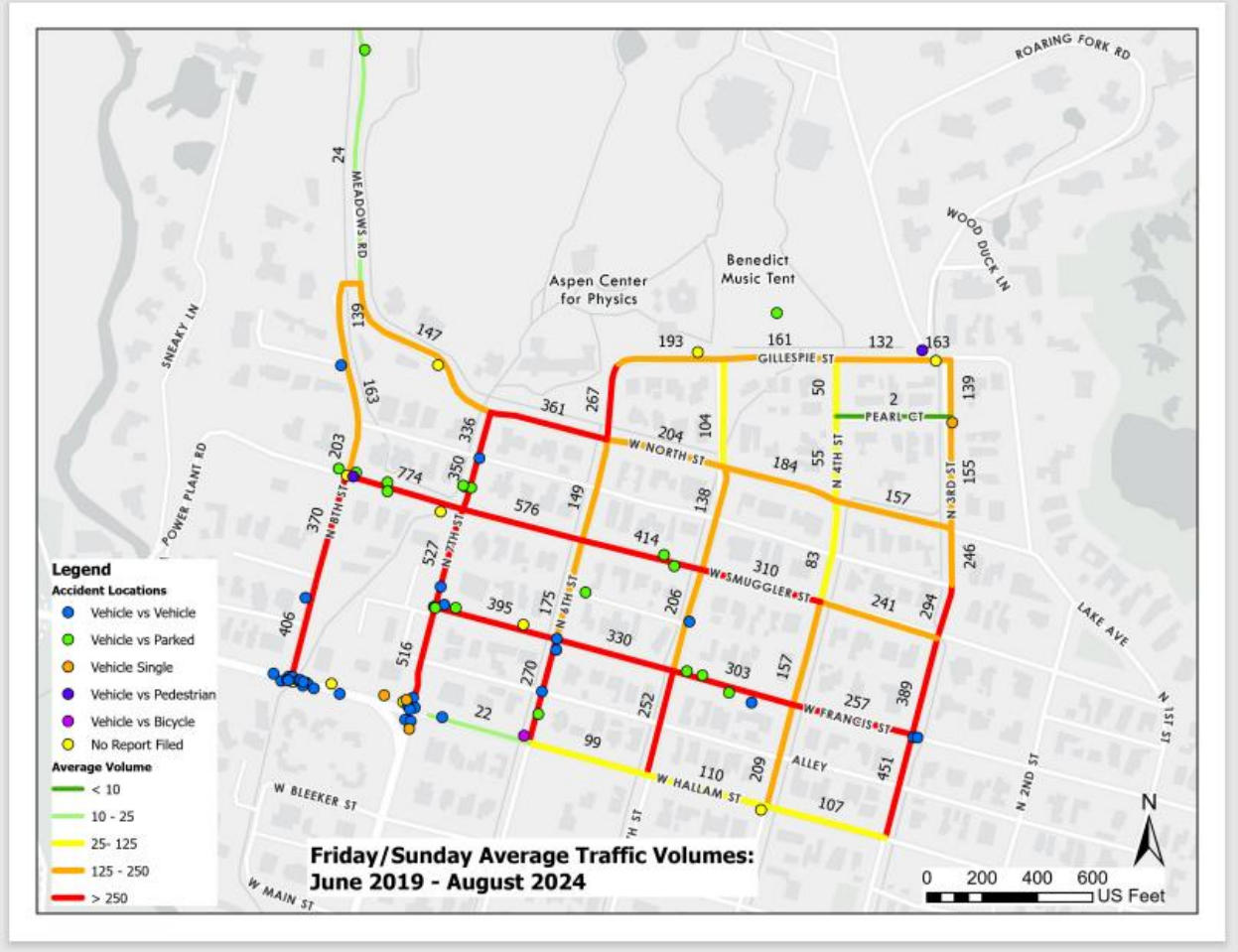


It appears that general (not concert-related) pedestrian activity in the neighborhood occurs on Gillespie Avenue, North Street, the northern-most block of North 6th Street, and Meadows Road. The concerts increase the pedestrian activity on these streets and create additional high volumes of pedestrians on 3rd Street and the northern-most blocks of 5th and 4th Streets, closely correlating to on-street parking during events.

5. Vehicle Volume and Speed Analysis

Streetlight analyzed vehicle volume and travel speed data on concerts days only. The time period analyzed (3 PM to 7 PM) correlates to when most concert goers would arrive in the study area, park, and enter the venue. Figure 9 shows an average of vehicle volumes within this time period over the last 5 years. Figure 10 shows the average of 85% vehicle speeds over the last 5 years. The 85% vehicle speed is typically used as an indicator of driver's ability to navigate a section of roadway, considering factors such as roadway characteristics, pedestrian and bicycle activity, and access points. These figures were overlaid with Aspen accident data to show potential safety correlations between pedestrians, vehicle volumes, and speed. The accident data shown are not filtered by concert day or time.

Figure 9. Average Friday and Sunday Vehicle Volumes by Block on High Volume Concert Days (Friday and Sunday) from 3:00-7:00 PM

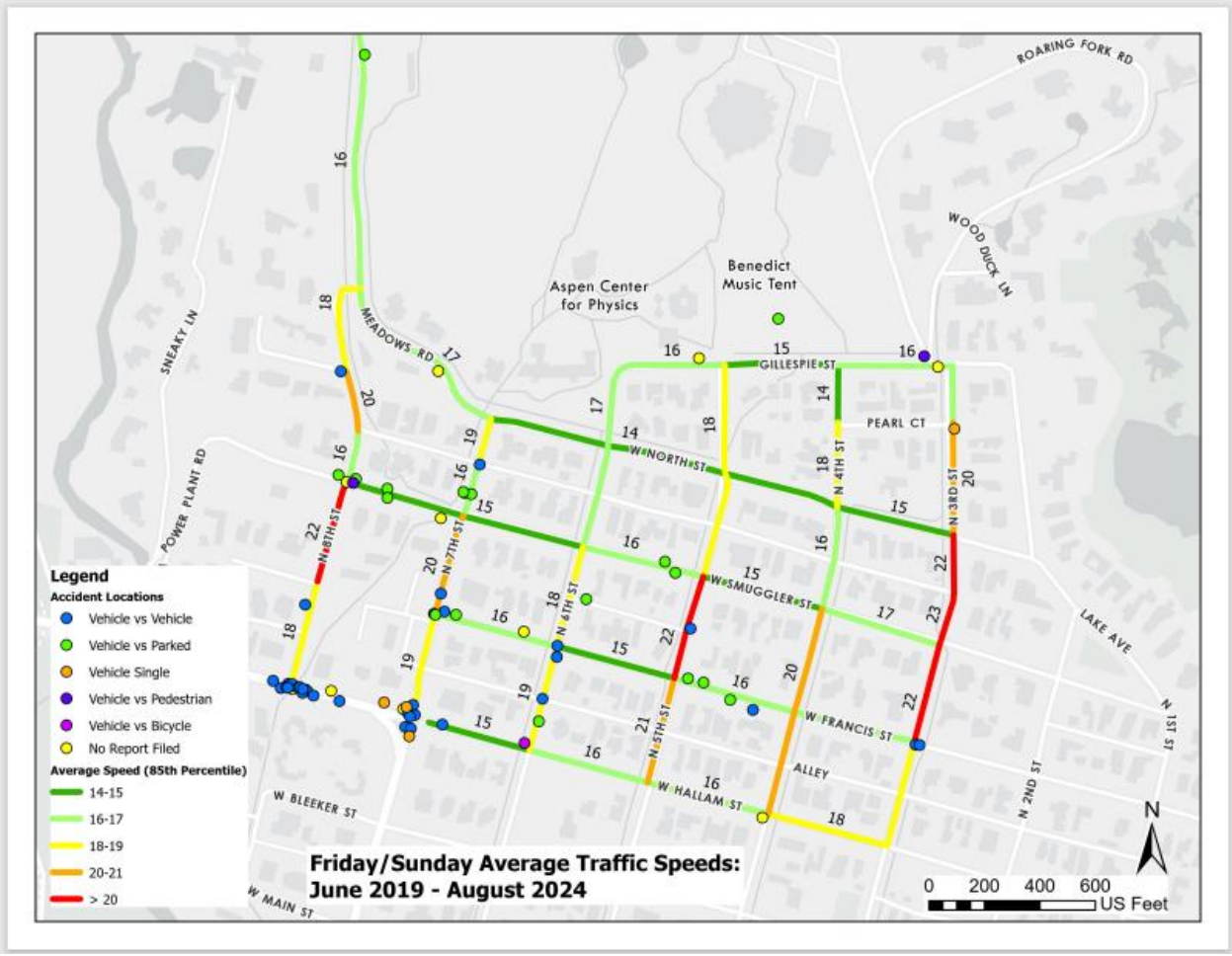


Looking at Figure 9, the data appear to show the Friday afternoon down valley commute, as indicated by the red segments on Francis, Smuggler, 7th, and 8th Streets. The figure also shows higher volumes on 3rd Street. This is assumed to be concert goers accessing the parking lot via 3rd Street.

There are very few accidents on 3rd, 4th, or 5th Streets, despite higher volumes on these roads as vehicles converge with the traffic flow on Smuggler Street attempting to bypass CO 82 congestion. Moving the music festival access from 3rd Street to 4th Street will increase the volume of cars on 4th but is unlikely to

create a significant increase in the accident rate on these streets. The accident history along 3rd, 4th, and 5th Streets does not show a pattern in type, time of day, or locations.

Figure 10. 85% Vehicle Speed During Friday and Sunday Concert Periods by Block on High Volume Concert Days (Friday and Sunday) from 3 to 7 PM



In 2023, the City of Aspen implemented a city-wide 15 miles per hour (mph) speed limit, with some exceptions. The data set indicates that some speeding beyond the posted 15 mph is occurring on 3rd, 4th, and 5th Streets. Despite 85% speeds beyond the posted limit, the overall average speeds on these roads are relatively low, which helps mitigate serious accidents. Moving the Resnick Center parking lot access from 3rd Street to 4th Street is unlikely to significantly increase speeds on 4th because a driver's comfortable speed is dictated by roadway geometry and sight distance. In some instances, additional volume can reduce vehicle speeds.

6. Fehr and Peers Parking Analysis

Fehr and Peers performed a parking study during two high attendance events in August of 2024 (refer to Appendix B for the full report). The study was performed to evaluate the effect of event parking on the surrounding neighborhood. The study area is bounded by Hallam Street on the south, Gillespie Avenue on the north, 8th Street on the west, and 3rd Street on the east, including the surface lot adjacent to the Resnick Center for Herbert Bayer Studies and the underground garage serving the Calaway Tennis Center. Figure 11 shows the study area and existing parking restrictions.

Figure 11. Parking Restrictions within the Study Area



"No Parking" indicates that parking is not allowed on these blocks.

The parking counts were taken in the study area at 2-hour intervals starting at 6 AM and continuing to 8 PM on 2 high-attendance days for music festival events, Sunday August 4th and Friday August 16th.

Three important conclusions were determined in the study:

1. Although parking along Meadows Road, North Street, 3rd Street, and Gillespie Avenue reached their full capacity, parking in the neighborhood streets in the study area never reached full capacity, even after the Aspen Music Festival surface lot filled. Table 2 shows the average and maximum utilization of the surrounding parking on the 2 event days.

Table 2. Average and Maximum Parking Utilization

Parking location	Supply	Average Occupancy	Average % Utilization	Max Occupancy	Max % Utilization	Peak Time
Neighborhood Street Parking	925	180	19%	361	39%	4PM, August 4th
Tennis Club Garage	99	42	42%	67	68%	12PM & 2PM, August 16th
Resnick Center Lot	246	73	30%	246	100%	4PM, August 4th and 6PM, August 16th

Source: Fehr & Peers, 2023

Note: the Resnick Center Lot is better known as the Aspen Music Festival lot.

2. In addition, the bulk of the off-site parking (outside of the Aspen Music Festival surface lot) during the peak events occurs within the three blocks to the south, as well as along Meadow Road. The numbers on Figure 12 and Figure 13 show the number of vehicles parked on each side of the block during two high-ticket sales events.

Figure 12. Parking Counts for 4 PM on Sunday August 4th



Figure 13. Parking Counts for 6 PM on Sunday August 16th



3. Finally, other patterns were observed in the counts:

   - It appears that additional parking enforcement may be needed on the city streets adjacent to the Aspen Meadows complex, particularly along the lower restricted portion of Meadows Road, Pearl Court, and Gillespie Avenue. Parking occurred in these areas during all surveyed periods, even outside of music festival events.
   - Heavy parking occurred in the study area during the surveyed weekday outside of music festival events. The heavy on-street parking occurred as early as 6 AM along 7th and 8th Streets, along the upper portion of Meadows Road at 8 AM and along Meadows Road, 8th Street, 7th Street, and Pearl Court between10 AM and 4 PM. If there are neighborhood concerns about parking usage in the area, these heavy use parking areas should be further evaluated to see what is causing the heavy on-street parking usage and determine if increased permitting or enforcement could be used to mitigate neighborhood concerns.
   - Unless the City of Aspen changes its parking restrictions on 3rd or 4th Streets, event parking patterns and pedestrian walking access to events from their parked cars is unlikely to change.

7. Study Conclusions and Recommendations

Accident analysis over the latest 5-year span show a total of 76 accidents in the study area. The most common accident type of those reported was vehicle vs vehicle, representing 45% of the total accidents. Accidents reported generally occurred at the intersections with CO 82.

When looking at accidents by severity, 70% were non-injury accidents while only 9% resulted in an injury. No fatal accidents were reported.

Of the 76 total accidents, there were only three accidents involving pedestrians (two) and bicycles (one) over the 5-year period and only one was reported to result in an injury. One pedestrian accident was reported to have occurred near the surface lot.

Overlaying the 5-year accident history and the average vehicle volume analysis on the concert days (Friday and Sunday) did not show a correlation between volume and accident history on the current and proposed access points for the Music Festival events on 3rd, 4th or 5th Streets. Accidents seem to be the most frequent on Smuggler, Francis, 6th, and 7th Streets, likely reflecting the Friday afternoon bypass of congested traffic on CO 82/Main Street.

Similarly, overlaying the average vehicle speed analysis and the 5-year accident history did not show a correlation between speed and accident history on the existing or proposed Music Festival access routes of 3rd, 4th or 5th Streets. Speeds in excess of Aspen's 15-mph residential limit were observed on these roads; however, at speeds below 25 mph, drivers have more time to react to pedestrians, reducing the potential for serious accidents.

Current walking patterns in the area during the concerts reflect the overflow parking patterns, concentrating on Gillespie Avenue, Meadows Road, West North Street, and 3rd Street. Unless the City of Aspen changes the existing "No Parking" restrictions on 4th Street, Jacobs anticipates little change to pedestrian travel patterns on both 3rd and 4th Streets if the parking lot entrance is realigned to 4th Street. Concert goers will likely continue to park and walk along 3rd Street to access the concert venue, because parking is not allowed on 4th Street.

Given the low number of accidents overall and only one pedestrian or bicycle accident on 3rd or 4th Street within the study area, it is reasonable to assume that a shift in vehicular concert traffic from 3rd Street to 4th Street will not significantly increase accidents, because there does not appear to be an identified safety issue over the last 5 years.

In conclusion, Jacobs does not believe that there will be increased risk to pedestrians or bicycles on 4th Street should the 3rd Street access be moved to 4th. Unless the City of Aspen changes their parking regulations in the area, overflow parking and pedestrian walking patterns will likely remain the same. Vehicle volumes and speeds could be altered in the future with the Entrance to Aspen project or any improvements made to reduce highway bypass and congestion in the study area; however, these improvements and changes are outside the scope of the Aspen Music Festival proposed access changes.

Appendix A. City of Aspen Raw Accident Data

Incident	CallDateTime	YEAR	CallLocation	CallLocation2	CallLocation3	CallNature	Zip	ReportDateTime
20A015282	12/1/2020	2020	N 6TH ST & W FRANCIS ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	12/2/2020 16:18
20A016283	12/31/2020 2:30	2020	500 W FRANCIS ST	<Null>	<Null>	HIT&RUN ACCIDEN	81611	12/31/2020 9:26
21A000804	1/22/2021 3:53	2021	N 8TH ST & W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	1/22/2021 3:53
21A001536	2/14/2021 3:25	2021	N 8TH ST & W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	2/14/2021 10:30
21A003606	4/6/2021 15:04	2021	N 8TH ST & W SMUGGLER ST	construction site	<Null>	NON-INJ ACCIDEN	81611	4/6/2021 15:04
21A003882	4/13/2021 12:00	2021	N 8TH ST & W SMUGGLER ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	4/13/2021 12:00
21A005607	6/3/2021 13:11	2021	W SMUGGLER ST & N 8TH ST	<Null>	<Null>	HIT&RUN ACCIDEN	81611	6/3/2021 13:11
21A005649	6/4/2021 14:04	2021	N 8TH ST & W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	6/4/2021 14:04
21A006331	6/21/2021 10:12	2021	N 8TH ST & W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	6/21/2021 10:12
21A007578	7/13/2021 11:32	2021	200 N 7TH ST	S CURVES	<Null>	NON-INJ ACCIDEN	81611	7/13/2021 11:32
21A008359	7/26/2021 8:34	2021	W MAIN ST & N 8TH ST	<Null>	<Null>	INJURY ACCIDENT	81611	7/26/2021 8:38
21A008670	7/31/2021 19:41	2021	W HALLAM ST & N 7TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	7/31/2021 19:40
21A008889	8/4/2021 17:44	2021	N 7TH ST & W MAIN ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	8/4/2021 17:44
21A009278	8/12/2021 13:36	2021	426 N 8TH ST	<Null>	<Null>	INJURY ACCIDENT	81611	8/12/2021 13:36
21A009627	8/19/2021 16:34	2021	501 W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	8/19/2021 16:34
21A013024	11/10/2021 8:49	2021	200 N 6TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	11/10/2021 8:45
21A014640	12/21/2021 15:57	2021	615 W SMUGGLER ST	in front of	<Null>	NON-INJ ACCIDEN	81611	12/21/2021 16:13
22A001093	1/21/2022 22:56	2022	N 8TH ST & W MAIN ST	dv	<Null>	HIT&RUN ACCIDEN	81611	1/21/2022 22:55
22A002078	2/13/2022 23:09	2022	N 7TH ST & W FRANCIS ST	<Null>	<Null>	HIT&RUN ACCIDEN	81611	2/13/2022 23:09
22A002609	2/24/2022 8:38	2022	N 5TH ST & W FRANCIS ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	2/24/2022 8:38
22A002624	2/24/2022 14:16	2022	320 N 8TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	2/24/2022 14:18
22A002702	2/25/2022 16:35	2022	N 7TH ST & W FRANCIS ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	2/25/2022 16:35
22A003242	3/10/2022 9:01	2022	HWY 82 & CEMETERY LN	<Null>	<Null>	NON-INJ ACCIDEN	81611	3/10/2022 9:01
22A003488	3/15/2022 22:42	2022	N 8TH ST & W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	3/15/2022 22:42
22A003503	3/16/2022 9:00	2022	W SMUGGLER ST & N 7TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	3/16/2022 9:05
22A006473	6/13/2022 17:36	2022	W HALLAM ST & N 8TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	6/13/2022 17:42
22A006508	6/14/2022 14:12	2022	N 8TH ST & W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	6/14/2022 14:12
22A007085	6/27/2022 17:02	2022	N 7TH ST & W FRANCIS ST	alley area of	<Null>	NON-INJ ACCIDEN	81611	6/27/2022 17:02
22A007089	6/27/2022 17:43	2022	W FRANCIS ST & N 7TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	6/27/2022 17:40
2AA007182	6/30/2022 8:14	2022	N 7TH ST & W FRANCIS ST	<Null>	<Null>	<Null>	81611	6/30/2022 8:14
22A007911	7/14/2022 17:05	2022	600 W SMUGGLER ST	cold	<Null>	HIT&RUN ACCIDEN	81611	7/14/2022 12:00
22A008498	7/27/2022 9:34	2022	W HALLAM ST & N 7TH ST	<Null>	<Null>	HIT&RUN ACCIDEN	81611	7/27/2022 9:33
22A008535	7/27/2022 22:29	2022	N 7TH ST and W FRANCIS ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	7/27/2022 22:29
22A008876	8/6/2022 10:11	2022	825 W SMUGGLER ST	warm	<Null>	HIT&RUN ACCIDEN	81611	8/6/2022 9:20
22A009703	8/30/2022 8:02	2022	Roaring Fork Rd and Gillespie	<Null>	<Null>	<Null>	81611	8/30/2022 8:02
22A010791	9/28/2022 15:56	2022	300 N 6TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	9/28/2022 15:56

22A010948	10/3/2022 8:57	2022	N 6TH ST & W FRANCIS ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	10/3/2022 8:57
22A013519	12/28/2022 20:36	2022	N 8TH ST & W HALLAM ST	<Null>	<Null>	HIT&RUN ACCIDEN	81611	12/28/2022 20:36
23A000176	1/4/2023 16:40	2023	629 W SMUGGLER ST	n 6th ia	<Null>	NON-INJ ACCIDEN	81611	1/4/2023 16:40
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23A002966	3/16/2023 10:19	2023	400 N 7TH ST	<Null>	<Null>	HIT&RUN ACCIDEN	81611	3/16/2023 10:19
23A002980	3/16/2023 17:08	2023	N 7TH ST & W MAIN ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	3/16/2023 16:10
23A004378	4/26/2023 8:57	2023	1000 N 3RD ST	ASPEN INSTITUTE	parking lot	NON-INJ ACCIDEN	81611	4/26/2023 8:45
23A005533	6/5/2023 17:40	2023	200 N 7TH ST	S CURVES	on 7th street	NON-INJ ACCIDEN	81611	6/5/2023 17:44
23A006456	6/26/2023 18:17	2023	900 NORTH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	6/27/2023 18:17
23A008096	7/26/2023 18:25	2023	806 W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	7/26/2023 18:25
23A008939	8/13/2023 19:25	2023	N 8TH ST & W HALLAM ST	cold	<Null>	NON-INJ ACCIDEN	81611	8/13/2023 19:25
23A011360	10/14/2023 6:38	2023	W HALLAM ST & N 7TH ST	<Null>	<Null>	INJURY ACCIDENT	81611	10/14/2023 6:38
23A011802	10/28/2023 17:31	2023	W HALLAM ST & N 8TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	10/28/2023 17:35
23A012673	11/29/2023 9:04	2023	813 W SMUGGLER ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	11/29/2023 9:04
23A012932	12/6/2023 10:27	2023	634 W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	12/2/2023
24A000711	1/15/2024 11:25	2024	100 N 8TH ST	VILLAS OF ASPEN	<Null>	NON-INJ ACCIDEN	81611	1/15/2024 11:25
24A001581	2/2/2024 18:43	2024	ROARING FORK RD & GILLESPIE ST	<Null>	<Null>	INJURY ACCIDENT	81611	2/2/2024 18:43
24A002101	2/15/2024 17:47	2024	726 W FRANCIS ST	CROSSROADS CHURC	<Null>	NON-INJ ACCIDEN	81611	2/15/2024 17:47
24A002863	3/1/2024 9:16	2024	W FRANCIS ST & N 3RD ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	3/1/2024 7:30
24A004061	3/26/2024 9:41	2024	533 W FRANCIS ST	on street	<Null>	NON-INJ ACCIDEN	81611	3/26/2024 9:41
24A006380	6/5/2024 16:37	2024	860 W HALLAM ST	8th street bus stop	<Null>	NON-INJ ACCIDEN	81611	6/5/2024 16:37
24A006923	6/17/2024 17:38	2024	521 N 7TH ST	<Null>	<Null>	HIT&RUN ACCIDEN	81611	6/17/2024 17:30
24A006968	6/18/2024 17:08	2024	W NORTH ST & N 7TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	6/18/2024 17:08
24A007431	6/27/2024 15:53	2024	620 GILLESPIE ST	BOETTCHER parking lot	<Null>	NON-INJ ACCIDEN	81611	6/27/2024 15:53
24A009058	7/25/2024 16:55	2024	N 8TH ST & W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	7/25/2024 16:55
24A009448	8/1/2024 15:27	2024	868 W HALLAM ST	8TH AND HALLAM	<Null>	INJURY ACCIDENT	81611	8/1/2024 15:27
24A009795	8/7/2024 7:59	2024	521 N 7TH ST	UNIT B	<Null>	HIT&RUN ACCIDEN	81611	8/7/2024 7:59
24A009879	8/8/2024 15:01	2024	645 MEADOWS RD	<Null>	<Null>	INJURY ACCIDENT	81611	8/8/2024 15:01
24A010327	8/17/2024 12:07	2024	200 N 7TH ST	S CURVES	SIDE OF THE ROAD	NON-INJ ACCIDEN	81611	8/17/2024 12:15
24A011483	9/12/2024 14:20	2024	PEARL CT & N 3RD ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	9/12/2024 14:20
24A011806	9/19/2024 15:31	2024	W HALLAM ST & N 7TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	9/19/2024 15:30
24a013913	11/12/2024 20:14	2024	W. MAIN STREET, W. HALLAM STREET	<Null>	<Null>	<Null>	81611	11/12/2024 20:14
24A015595	12/27/2024 8:21	2024	N 8TH ST & W HALLAM ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	12/27/2024 8:21
25A001605	2/5/2025 16:02	2025	626 W FRANCIS ST	<Null>	<Null>	HIT&RUN ACCIDEN	81611	2/5/2025 16:00
25A001731	2/8/2025 21:49	2025	200 N 7TH ST	S CURVES	near bus station on 8	NON-INJ ACCIDEN	81611	2/8/2025 21:49
25A001822	2/11/2025 9:17	2025	WOOD DUCK LN & ROARING FORK RD	<Null>	<Null>	NON-INJ ACCIDEN	81611	<Null>

25A001964	2/14/2025 16:49	2025	N 8TH ST & W SMUGGLER ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	<Null>
25A002834	3/5/2025 3:17	2025	729 W HALLAM ST	<Null>	<Null>	INJURY ACCIDENT	81611	3/5/2025 3:17
25A006375	6/13/2025 10:03	2025	W HALLAM ST & N 8TH ST	<Null>	<Null>	NON-INJ ACCIDEN	81611	6/13/2025 8:30
25A009118	8/1/2025 16:10	2025	North 3rd Street, West Francis Street	<Null>	<Null>	<Null>	81611	8/1/2025 16:10
25A009427	8/6/2025 13:16	2025	North 5th Street, Smuggler	<Null>	<Null>	<Null>	81611	8/6/2025 13:16

Incident	ReportLocation	ReportInvolved
20A015282	FRANCIS @ 6TH ST	Vehicle vs Vehicle
20A016283	W FRANCIS @ 5TH ST	Vehicle vs Parked
21A000804		No Report Filed
21A001536	HALLAM ST @ 8TH ST	Vehicle vs Vehicle
21A003606		No Report Filed
21A003882	W SMUGGLER ST & N 8TH ST	Vehicle vs Parked
21A005607	WEST SMUGGLER ST & N 8TH ST	Vehicle vs Parked
21A005649	HALLAM ST & 8TH ST	Vehicle vs Vehicle
21A006331		No Report Filed
21A007578	W HALLAM ST & N 8TH ST	Vehicle vs Vehicle
21A008359	W HALLAM ST & N 8TH ST	Vehicle vs Vehicle
21A008670	NORTH 7TH ST & E HALLAM AVE	Vehicle vs Vehicle
21A008889	WEST HALLAM ST & 8TH ST	Vehicle vs Vehicle
21A009278	SMUGGLER & 8TH ST	Vehicle vs Pedestrian
21A009627		No Report Filed
21A013024	600 N 6TH ST & W HALLAM	Vehicle vs Bicycle
21A014640	5TH ST & W SMUGGLER	Vehicle vs Parked
22A001093	7TH ST & HALLAM ST	Vehicle vs Vehicle
22A002078		No Report Filed
22A002609	500 W FRANCIS & 5TH ST	Vehicle vs Parked
22A002624	HALLAM ST at 8th St	Vehicle vs Vehicle
22A002702	HALLAM & 8TH ST	Vehicle vs Vehicle
22A003242	8TH ST & 900 W HALLAM	Vehicle vs Vehicle
22A003488		No Report Filed
22A003503	800 W SMUGGLER ST & N 8TH ST	Vehicle vs Parked
22A006473	W HALLAM ST & N 8TH ST	Vehicle vs Vehicle
22A006508	<Null>	No Report Filed
22A007085	<Null>	No Report Filed
22A007089	W FRANCIS & N 7TH	Vehicle vs Vehicle
2AA007182	N 7TH ST & W FRANCIS ST	Vehicle vs Parked
22A007911	600 BLOCK W SMUGGLER ST	Vehicle vs Parked
22A008498	N 7TH & HALLAM	Vehicle vs Vehicle
22A008535	N 7TH ST and W FRANCIS ST	Vehicle vs Parked
22A008876	825 W Smuggler St	Vehicle vs Parked
22A009703	Roaring Fork Rd and Gillespie	Vehicle vs Pedestrian
22A010791	6th Street at W. Hallam Street alley	Vehicle vs Vehicle

22A010948	6th Street at Francis Street	Vehicle vs Vehicle
22A013519	200 N 7th St at W Hallam St	Vehicle vs Vehicle
23A000176	400 N 6TH STREET at EAST ALLEYWAY SOUTH OF 600 W SMUGGLER ST	Vehicle vs Parked
23A001780	N 8th St and W North St	Vehicle vs Vehicle
23A001962	W Hallam and 8th St	Vehicle vs Vehicle
23A002966	N 7th St. and W Smuggler St.	Vehicle vs Parked
23A002980	N 7th St. and W Hallam St.	Vehicle vs Vehicle
23A004378	500 W GILLESPIE	Vehicle vs Parked
23A005533	7th St and Hallam St	Vehicle vs Vehicle
23A006456	900 North St	Vehicle vs Vehicle
23A008096	<Null>	No Report Filed
23A008939	<Null>	No Report Filed
23A011360	200 N 7TH ST	Vehicle Single
23A011802	W Hallam St and 8th St	Vehicle vs Vehicle
23A012673	<Null>	No Report Filed
23A012932	North 6th Street	Vehicle vs Parked
24A000711	W. Hallam St.	Vehicle vs Vehicle
24A001581	<Null>	No Report Filed
24A002101	<Null>	No Report Filed
24A002863	S GALENA & SUMMIT ST	Vehicle vs Vehicle
24A004061	533 E FRANCIS & N 6TH ST	Vehicle vs Vehicle
24A006380	Highway 82 & 8th ST	Vehicle vs Vehicle
24A006923	521 N 7TH ST	Vehicle vs Parked
24A006968	W NORTH ST & N 7TH ST	Vehicle vs Vehicle
24A007431	<Null>	No Report Filed
24A009058	<Null>	No Report Filed
24A009448	<Null>	No Report Filed
24A009795	<Null>	No Report Filed
24A009879	<Null>	No Report Filed
24A010327	800 W Hallam St & N 8th St	Vehicle vs Vehicle
24A011483	500 N 3rd St & Pearl Ct	Vehicle Single
24A011806	100 N 7th St & 700 W Hallam	Vehicle vs Vehicle
24a013913	W. MAIN STREET, W. HALLAM STREET	Vehicle vs Vehicle
24A015595	Hallam St, 8th St	Vehicle vs Vehicle
25A001605	W Francis St, 6th St	Vehicle vs Parked
25A001731	800 W Hallam St, 7th St	Vehicle Single
25A001822	<Null>	No Report Filed

25A001964	<Null>	No Report Filed
25A002834	Highway 82, Hwy 82/7th St	Vehicle Single
25A006375	W Hallam St. North 8th St., 816 West Hallam St.	Vehicle vs Vehicle
25A009118	North 3rd Street, West Francis Street	Vehicle vs Vehicle
25A009427	North 5th Street, Smuggler	Vehicle vs Vehicle

Incident	ReportDescription
20A015282	TU#1 WEST ON FRANCIS. TU#2 STOPPED ON FRANCIS AT STOP SIGN FACING WEST. TU#1 FRONT RIGHT END CAME IN CONTACT W/TU#2 RIGHT REAR END.
20A016283	TU#2 PARKED UNATTENDED ON FRANCIS ST FACING WEST. TU#1 MADE CONTACT WITH TU#2'S LEFT REAR END.
21A000804	
21A001536	TU#2 TRAVELING EAST ON HALLAM ST. TU#1 ALSO TRAVELING EAST ON HALLAM, BEHIND TU#2. TU#2 STOPPED FOR A PEDESTRIAN IN 8TH ST CROSSWALK. TU#1 UNABLE TO STOP, MADE CONTACT INTO THE BACK OF TU#2.
21A003606	
21A003882	TU2 & TU3 BOTH PKD UNATTD FACING S ON N 8TH ST. TU1, FACING S, ATTEMPTED TO PK IN FRONT OF TU2 & MADE CONTACT W/ TU2'S PASSENGER FRONT. FORCE CAUSED TU2'S HITCH TO HIT TU3'S BUMPER.
21A005607	TRAFFIC UNIT #2 PARKED FACING WEST OFF ROADWAY ON PRIVATE PROPERTY. TRAFFIC UNIT #2 MADE CONTACT WITH ITS REAR CARGO (WOOD) INTO TRAFFIC UNIT #1'S SIDE DOOR PANEL
21A005649	Both Traffic Units westbound, Traffic Unit #1 behind Traffic Unit #2. Traffic Unit #2 stopped in traffic. Traffic Unit #1 made contact with Traffic Unit #2's rear end with its front end.
21A006331	
21A007578	BOTH TRAFFIC UNITS EASTBOUND ON WEST HALLAM STREET, TRAFFIC UNIT #1 DIRECTLY BEHIND TRAFFIC UNIT #2. TRAFFIC UNIT #2 STOPPED FOR CROSSWALK SIGNAL AND TRAFFIC UNIT #1 FAILED TO SLOW, MAKING CONTA
21A008359	ALL TU'S W BOUND ON HALLAM, IN LINE. TU1 BEHIND TU2, TU3 BEHIND TU4. TU4 STOPPED, TU'S 2 & 3 ALSO STOPPED. TU1 FAILED TO STOP AND MADE CONTACT WITH TU2. THE FORCE CAUSED TU2 TO HIT TU3 &TU3 TO HIT TU4
21A008670	TU2 WAS DRIVING N ON N 7TH ST. TU1 WAS DRIVING N ON N 7TH ST DIRECTLY BEHIND TU2. TU2 SLOWED TO MAKE A LEFT TURN AT THE INTERSECTION WITH W HALLAM AVE. WHILE CONTINUTING N, TU1'S FRONT BUMPER MADE
21A008889	TU2 wsa driving West on West Hallam Street in stop and go traffic. TU1 turned right (West) from 8th Street onto West Hallam Street, directly behind TU2. TU1 collided with the rear, driver's side tail light of TU2.
21A009278	TU1 WAS TRAVELLING W ON SMUGGLER ST, THROUGH INTERSECTION WITH 8TH ST. PED WAS ON SW CORNER OF THE INTERSECTION OF SMUGGLER & 8TH ST. AS PED CROSSED SMUGGLER, TU1 STRUCK THE PED.
21A009627	
21A013024	TU1, ON ROADWAY FACING SOUT AT INTERSECTION STOP SIGN. TU2 (BICYCLE RIDER), TRAVELING WEST ON ROADWAY. TU1 FAILED TO YIELD FOR TRAFFIC & MADE CONTACT WITH BICYCLE RIDER, EJECTING RIDER FROM BICYC
21A014640	TU1 SOUTHBOUND ON 5TH ST. TU2 PARALLEL PARKED UNATTENDED ON SOUTH SIDE OF SMUGGLER ST FACING W. TU1 MAKING RIGHT TURN LOST TRACTION & SLID ACROSS ONCOMING LANE & MADE CONTACT WITH TU2'S LE
22A001093	TU2 WAS SLOWING TO MAKE A LEFT TURN AT 7TH & HALLAM. TU1 WAS BEHIND TU2. TU1 MADE CONTACT WITH TU2'S BUMPER. TU1 CONTINUED N ON 7TH ST. TU2 COMPLETED THE TURN & STOPPED AT BUS STOP AT 8TH & HALL
22A002078	
22A002609	TU2 PARALLEL PARKED UNATTENDED ON S SIDE OF STREET FACING E. TU1 CITY PLOW WHILE IN THE ACT OF PLOWING, EASTBOUND MADE CONTACT WITH TU2'S LEFT REAR CORNER WITH ITS BLADE.
22A002624	traffic. TU #1 lost traction on icy roadway and was unable to stop. TU #1's front bumper made contact with TU#2's rear bumper.
22A002702	TU2 TRAVELING E ON HALLAM ST, NEAR 8TH ST. TU1 TRAVELING DIRECTLY BEHIND TU2. TU2 STOPPED FOR TRAFFIC & TU1 HIT TU2. THIS OCCURRED NEAR THE INTERSECTION, BUT WAS NOT INTERSECTION RELATED.
22A003242	TU1 TRAVELING EAST ON ROADWAY IN TRAFFIC. TU2 TRAVELING EAST ON ROAD STOPPED FOR PEDESTRIAN IN CROSSWALK IN FRONT OF TU1. TU1 FAILED TO STOP FOR TRAFFIC & MADE CONTACT WITH IT'S FRONT BUMPER INT
22A003488	
22A003503	TU1 TRAVELING E ON ROAD. TU2 PARALLEL PARKED ON S SIDE OF ROAD FACING E. TU1 MADE CONTACT WITH IT'S PASSENGER SIDE WING MIRROR INTO TU2'S DRIVERS SIDE WING MIRROR.
22A006473	TU2 CAME TO A STOP AT INTERSECTION OF W HALLAM ST & N 8TH ST, FACING WEST, TO LET PEDESTRIANS CROSS. TU1, ALSO TRAVELING WEST, ATTEMPTED TO SWERVE TO MISS TU2. TU1'S PASSENGER SIDE FRONT BUMPER TH
22A006508	<Null>
22A007085	<Null>
22A007089	TU2 STOPPED ON W FRANCIS ON N SIDE AT STOP SIGN AT INTERSECT OF N 7TH ST. TU2 STOPPED BEHIND TU3. TU1 TRAVELING W ON W FRANCIS ST ON APPROACH N 7TH ST INTERSECT. TU1 COLLIDED WITH REAR OF TU2, TU2 C
2AA007182	TU1 WAS BACKING OUT OF PARKING SPOT AND BACKED INTO TU2.
22A007911	TU1 (HIT & RUN - UNKNOWN) TRAVELING W ON 600 BLOCK OF W SMUGGLER ST. TU2 (PARKED UNATTENDED) FACING W ON THE N SIDE OF W SMUGGLER ST. TU1 STRUCK TU2, LEAVING A SCRAPE ALONG THE ENTIRE DRIVER'S S
22A008498	TU2 FACING EAST, STOPPED AT STOP SIGN ON HALLAM. TU1 FACING S, STOPPED AT STOP SIGN ON 7TH ST. TU2 BEGAN MAKING LEFT TURN ONTO 7TH ST. TU1 ACCELERATED FROM STOP SIGN, ATTEMPTED TO SWERVE AROUND
22A008535	TU#2 was parked unattended.
22A008876	Officer Notes: TU#1 left scene assuming no damage was caused. TU#1 at fault. No citation issued.
22A009703	contact with Ped #1 with its left front end.
22A010791	TU #1 entered 6th St. from alleyway traveling westbound. TU #2 was traveling South on 6th St. In crossing 6th St. to other alley TU #1's passenger side front bumper hit TU #2's driver side bumper.

22A010948	TU#1 and TU#2 both heading northbound on 6th St. with TU#2 in front of TU#1. TU#2 came to a stop for traffic. TU #1 struck TU#2's Rear Bumper with TU #1's front bumper
22A013519	TU#2 was headed north on N 7th St, then began a left turn onto W Hallam St headed west.
23A000176	EAST IN DRIVEWAY NEXT TO ALLEYWAY. TU #1, WHILE TURNING RIGHT FROM ALLEYWAY, MADE CONTACT WITH IT'S PASSENGER
23A001780	THE EAST BOUND LANE 0N W NORTH ST. TU#2'S FRONT RIGHT CORNER CONTACTED TU#1'S FRONT LEFT CORNER AT THE
23A001962	
23A002966	#1 went into oncoming lane and made contact with Traffic Unit #2's left rear fender and bumper with it's
23A002980	ON W HALLAM ST FACING WEST IN THE WESTBOUND LANE. TU#1'S FRONT MADE CONTACT WITH TU#2'S REAR.
23A004378	
23A005533	Traffic unit 1 stated he was on the phone talking, looked away, and didn't realize Traffic unit 2 was stopped.
23A006456	backing out of driveway, the rear passenger corner of TU#1 contacted the driver side passenger door/window of
23A008096	<Null>
23A008939	<Null>
23A011360	LEFT HAND TURN AND LEFT THE RIGHT HAND SIDE OF ROADWAY (NOW TRAVELING WESTBOUND). AFTER LEAVING THE ROADWAY, TU
23A011802	Hallam Street and North 8th Street. TU1 failed to stop in time, the front bumper of TU1 contacted the rear
23A012673	<Null>
23A012932	
24A000711	TU #2 traveling East on W. Hallam Street directly in front of TU #1.
24A001581	<Null>
24A002101	<Null>
24A002863	attempting to negotiate left-hand, downhill curve made contact with Traffic Unit #2's left rear corner with the
24A004061	TU #2 headed straight, westbound on same alley as TU #1.
24A006380	fails to stop for traffic. TU#1's front end makes contact with the rear end of TU#2's vehicle.
24A006923	
24A006968	Street. TU #2 (Quintana) was stopped at a stop sign on West North Street facing east at the intersection with
24A007431	<Null>
24A009058	<Null>
24A009448	<Null>
24A009795	<Null>
24A009879	<Null>
24A010327	FRONT OF TU #1 STOPPED FOR TRAFFIC. TU #1 FAILED TO STOP FOR TRAFFIC AND MADE CONTACT WITH IT'S FRONT BUMPER
24A011483	PARALLEL PARKED ON WEST SIDE OF ROADWAY FACING SOUTH NEXT TO SIDE OF ROAD WHERE TREE FELL. TU #1 SUSTAINED
24A011806	IN FRONT OF TU #1 STOPPED FOR TRAFFIC. TU #1 FAILED TO STOP FOR TRAFFIC AND MADE CONTACT WITH IT'S FRONT BUMPER
24a013913	TRAFFIC UNIT 1 (DONOVAN) TRAVELING WESTBOUND ON W. MAIN STREET. TRAFFIC UNIT 2 (GREENE-ADAMOVICH) TRAVELINGWESTBOUND ON W. MAIN STREET DIRECTLY IN FRONT OF TU1. TU2 SLID ON ICE AND PARTIALLY DI
24A015595	
25A001605	Traffic Unit #2 parallel parked unattended on north side of roadway facing west. Traffic Unit #1 (Hit & Run)made contact with TU#2's left rear quarter panel and driver's side view mirror.Notes: TU#1 at fault vehicle, BWC activated
25A001731	TU#1 travelled north in the 200 block of N 7th St.TU#1 turned left from N 7th St onto 800 W Hallam St.TU#1 was traveling too fast for conditions, slid on the snow/ice.TU#1 crashed into the curb in the 800 block of W Hallam St causin
25A001822	<Null>

25A001964	<Null>
25A002834	Traffic Unit 1 (TU1), Parra-Guzman, traveling East on Hwy 82. TU1 continues straight (East) on Hwy 82 as theroad curves to the right (South). TU1's vehicle jumps the curb onto a median, at the intersection of Hwy 82 andW. 7th St.
25A006375	Traffic Unit # 1 traveling westbound on roadway following directly behind TU#2. TU#2 traveling westbound onroadway slowing/stopping for traffic. TU#1 failing to slow/stop for traffic, makes contact with the bike rackattachment on
25A009118	Traffic Unit #1 headed west with a stop sign. TU #2 headed north with no stop sign. TU#1 proceeds into theintersection without yielding right of way to the cyclist. TU #1's front left bumper makes contact with TU#2 inthe intersection
25A009427	Traffic Unit #2 headed north, stopped at stop sign. TU#1 headed west, stopped at stop sign. TU#2 proceeds north.TU #1 proceeds west at the same time. Front end of TU#1 makes contact with the passenger side of TU#2.

Appendix B. Fehr and Peers Parking Study

FEHR PEERS

Memorandum

Date: Monday, January 12, 2026

To: Terri Partch, Jacobs Engineering

From: Tyler Torres and Preston Stinger, Fehr & Peers

Subject: Aspen Music Festival Parking Study

UT24-2506

Introduction

For this parking study, Fehr & Peers performed parking occupancy counts in the area serving the Aspen Musical Festival located at approximately 960 North 3rd Street in the West End neighborhood of Aspen, Colorado. The study focused on on-street parking within the neighborhood area adjacent to the music festival grounds, bounded by Gilespie Avenue to the north, 1st Street to the east, Hallam Street to the south, and 8th Street to the west, as well as the surface lot located next to the Resnick Center for Herbert Bayer Studies (hereafter referred to as the Music Festival Lot) at 802 North 3rd Street and the underground garage serving the Calaway Tennis Center. The location of these sites within the study area are shown below in **Figure 1**.

Across the study area are approximately 1,270 public parking spaces, including underground, handicapped, and time-limited or permitted parking. The Calaway Tennis Center parking garage contains 99 parking stalls and the parking lot serving the Music Festival contains approximately 246-274 spaces. The number of stalls within the lot were counted manually while at peak capacity. Peak capacity was assumed to have been reached once festival staff closed the lot to new parking arrivals. Peak capacity is therefore assumed to include all demarcated parking spaces as well as several open areas able to accommodate a small number of additional vehicles during busy periods. Throughout the remainder of the study area on the adjacent neighborhood streets, due to the general lack of clear demarcations, the number of on-street parking stalls was estimated by counting the number of vehicles near or at peak curbside capacity or by assuming one vehicle per 25 linear feet. This portion of the study area is estimated to contain approximately 925 spaces, comprising both marked and unmarked curbside parallel parking and angled parking.



Figure 1: Parking count study area.

There is parking restriction signage on nearly every street of the neighborhood area on the streets, as shown in **Figure 2**. Posted restrictions included curbsides with full parking prohibitions, 2-hour limited parking from 8AM to 5PM on weekdays with exceptions for residential permits, and parking spaces without posted restrictions. The Music lot and Tennis Club garage were both signed as private and not for unrestricted public use.



Figure 2: Parking restrictions posted within the study area.

Data Collection Methodology

Parking counts were collected by Fehr & Peers at the selected sites beginning at 6AM and every second hour after until 8PM (e.g. 6AM, 8AM, 10AM, 12PM, etc.). The data collection period was selected to include both peak and off-peak times of the day, allowing for the estimation of typical baseline parking demand as well as peak parking demand during events. Counts were taken on Sunday, August 4th and Friday, August 16th.

Results

The collected data is broadly summarized in **Table 1** to supplement the maps associated with counts for each time period of collection, shown below in **Figure 3** through **Figure 18**. The average occupancy presented is the average of all data collection days and times while maximum occupancy presented is the maximum occupancy for each location and type of parking across the entire data collection timeframe. At no point during data collection was the Tennis Club garage nor neighborhood streets south of the Aspen Music Festival grounds at full capacity. However, the Music lot reached 100% capacity once at 4PM on August 4th and approached 100% again at 6PM on August 16th. Additionally, several nearby streets with available parking such as

Gillespie Street, North Street, and the northern portions of 5th and 6th Streets reached or approached full capacity during data collection. It should also be noted that although Pearl Court has parking restrictions in place, parking frequently took place on the street.

Beyond the Aspen Music Festival, several other events may have impacted the parking utilization rates of the study time period. The first was a major rain event which occurred at 6PM on August 4th, resulting in a rapid clearing of patrons from the festival grounds and subsequent decrease in parking utilization. The Raizado Festival was also underway during the morning and midday periods of August 16th, likely resulting in slightly higher than average parking utilization rates. Finally, August 16th, a Friday, saw a higher level parking activity due to various business activities such as landscaping, construction, and related services. This parking activity had observably higher rates of turnover when compared to other periods of time.

Table 1: Parking summary

Parking location	Supply	Average Occupancy	Average % Utilization	Max Occupancy	Max % Utilization	Peak Time
Neighborhood Street Parking	925	180	19%	361	39%	4PM, August 4th
Tennis Club Garage	99	42	42%	67	68%	12PM & 2PM, August 16th
Music Lot	246	73	30%	246	100%	4PM, August 4th and 6PM, August 16th

Source: Fehr & Peers, 2024



Figure 3: Parking counts for 6AM on Sunday, August 4th.



Figure 4: Parking counts for 8AM on Sunday, August 4th.



Figure 5: Parking counts for 10AM on Sunday, August 4th.



Figure 6: Parking counts for 12PM on Sunday, August 4th.



Figure 7: Parking counts for 2PM on Sunday, August 4th.



Figure 8: Parking counts for 4PM on Sunday, August 4th.



Figure 9: Parking counts for 6PM on Sunday, August 4th.



Figure 10: Parking counts for 8PM on Sunday, August 4th.



Figure 11: Parking counts for 6AM on Sunday, August 16th.



Figure 12: Parking counts for 8AM on Sunday, August 16th.



Figure 13: Parking counts for 10AM on Sunday, August 16th.



Figure 14: Parking counts for 12PM on Sunday, August 16th



Figure 15: Parking counts for 2PM on Sunday, August 16th.



Figure 16: Parking counts for 4PM on Sunday, August 16th.



Figure 17: Parking counts for 6PM on Sunday, August 16th.



Figure 18: Parking counts for 8PM on Sunday, August 16th.

ASPEN MEADOWS HOUSING LAND USE APPLICATION

PREPARED FOR THE CITY OF ASPEN, CO
SEPTEMBER 13, 2024

UPDATED APRIL 30, 2025



Prepared by
DESIGNWORKSHOP

September 13, 2024

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT LAND USE APPLICATION FOR THE ASPEN INSTITUTE, ASPEN MUSIC FESTIVAL AND SCHOOL, ASPEN CENTER FOR PHYSICS

PROPERTY OWNER AND APPLICANT

ASPEN INSTITUTE

1000 N 3rd St.

Aspen, CO 81611

(970) 544-7940

ASPEN CENTER FOR PHYSICS

700 W Gillespie St.

Aspen, CO 81611

(970) 925-2585

MUSIC ASSOCIATES OF ASPEN AKA ASPEN MUSIC FESTIVAL AND SCHOOL

225 Music School Road

Aspen, CO 81611

(970) 925-3254

AUTHORIZED REPRESENTATIVE

DESIGN WORKSHOP, INC

Jessica Garrow, FAICP and Darla Callaway, AICP, PLA

Principals

22860 Two Rivers Road, Basalt, Colorado 81621

(970) 925-8354

PROJECT TEAM

PLANNER AND LANDSCAPE ARCHITECTS:

Design Workshop, Inc

ENGINEERS:

Sopris Engineering

Jacobs Engineering

ARCHITECTS:

Rowland +Broughton

Harry Teague Architecture

2757 design co.

CONSTRUCTION/PROJECT MANAGEMENT

Concept One Group

Ring Development Services

COMMUNICATIONS:

Full Light Communications

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COVER LETTER

Image 1: (Left) Aspen Meadows Campus

April 30, 2025
Mr. Ben Anderson and Mr. Jeffrey Barnhill
Community Development Director and Senior Planner
City of Aspen
427 Rio Grande Place
Aspen, Colorado 81611

Re: Updated Aspen Meadows Campus Planned Development Land Use Application for the Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics

Dear Mr. Ben Anderson and Mr. Jeffrey Barnhill,

We are excited to share this updated application to develop new deed-restricted housing at the Aspen Meadows Campus, to address the unique housing needs for the Aspen Institute (AI), Aspen Center for Physics (ACP), and Music Associates of Aspen, aka Aspen Music Festival and School (AMFS). Each organization has been part of the Aspen community for decades, emerging from the origins of the Aspen Idea.

The Aspen Institute, Aspen Center for Physics, and Aspen Music Festival and School are all located on the Aspen Meadows Campus, also known as the Aspen Meadows Planned Development. The enclosed application seeks an amendment to the Planned Development and other land use reviews associated with the development of deed-restricted housing on these properties.

These institutions are quintessential in making Aspen Aspen. People from around the world are drawn to visit, live, and work in Aspen because of the embodiment of the Aspen Idea, which began and blossomed with these three organizations. All three non-profits offer a significant amount of free and affordable high-level programming to the community, as well as in local schools, and work daily to advance intellectual, artistic, scientific, and civic leadership for a better society.

In the last decade, all three institutions have faced housing challenges and have experienced the loss of staff, the inability to recruit staff, and the difficulties of getting the caliber of scholars, scientists, artists, and thought leaders they are capable of recruiting to participate in programs and work in Aspen. In addition, the staff, students, faculty, and scientists that do participate in programming are often required to find housing outside of Aspen city limits, commuting from Snowmass, Basalt, Carbondale, and as far away as Palisade. This is detrimental to the overall sense of community, the organizations, and Aspen. But it is not the end of the story; in submitting this application, the Aspen Institute, Aspen Center for Physics, and Aspen Music Festival and School are adding a new chapter and identifying housing solutions on land they own exclusively for their staff and participants so they can continue to deliver programs to the community that will help ensure they can thrive for decades to come. This project represents a real opportunity to reduce traffic into town by providing housing on site for staff, faculty, and participants. In fact, the location of housing on these sites is estimated to reduce trips by between 51% and 66%.

While the application is combined, each organization has specific and distinct housing needs related to their organizational mission and existing programming. This application addresses these unique needs while creating a cohesive solution for the Aspen Meadows campus.

The organizations submitted an initial application in the fall of 2024 and received initial city Development Review Committee (DRC) comments in December 2024. Following the DRC meeting, the team has worked to address the comments from each department. Additionally, the Aspen Music Festival and School has continued to make adjustments to the proposed site plan to address comments from neighbors. This application includes updates to the AMFS site plan, as well as updates to the projects in response to the DRC comments. As discussed with Mr. Barnhill, the application is a complete re-submission to ensure all plans and responses are in one place. Specific responses to the DRC comments are included in Exhibit V, and changes to review criteria responses are indicated throughout the review criteria responses. In addition, the following key adjustments are incorporated into the application submission:

- **Aspen Institute:** Minor adjustments to the materials and roof forms are proposed for the Aspen Institute housing proposal. There are no changes in the proposed unit or bedroom counts, nor to the site plan. Renderings for these minor architectural adjustments are included in the Architectural Set in Exhibit H1. (13 units and 26 bedrooms are proposed.)
- **Aspen Music Festival and School:** There are no changes in the proposed unit or bedroom counts, however the project massing and site plan has been updated to address comments from neighbors. The original application included a single-family style three-bedroom unit along N. 3rd Street, which remains the same. The remaining units were originally proposed in three buildings. As part of this updated proposal, these have been broken into eight much smaller buildings to reflect the single-family character of the West End. These units are located along Gillespie Avenue and the new proposed north-south access point from N. 4th Street. This is illustrated in the updated Landscape Set and Architectural Set in Exhibits E2 and H2. 13 units and 17 bedrooms are proposed. All existing 274 parking spaces will be replaced on the site.
- **Aspen Center for Physics:** There are no changes to the overall site plan, however there is a proposed adjustment in the internal floor plans for a portion of the project. As ACP has continued to review the project, they have determined that the original proposal included more three-bedroom units than are needed for their program participants. Instead, more studio and two-bedroom units are needed. To address this, the proposal converts two of the three-bedroom units into two studio units and two-bedroom units. This results in a next increase of two units to 34 total units, but does not change the proposed number of bedrooms. The proposed floor plans can be seen in the Architectural Set in Exhibit H3. Additionally, the floor plans have been updated to address comments from APCHA regarding size and amenities. This is also discussed in more detail in the DRC responses in Exhibit V. (34 units and 63 bedrooms are proposed.)

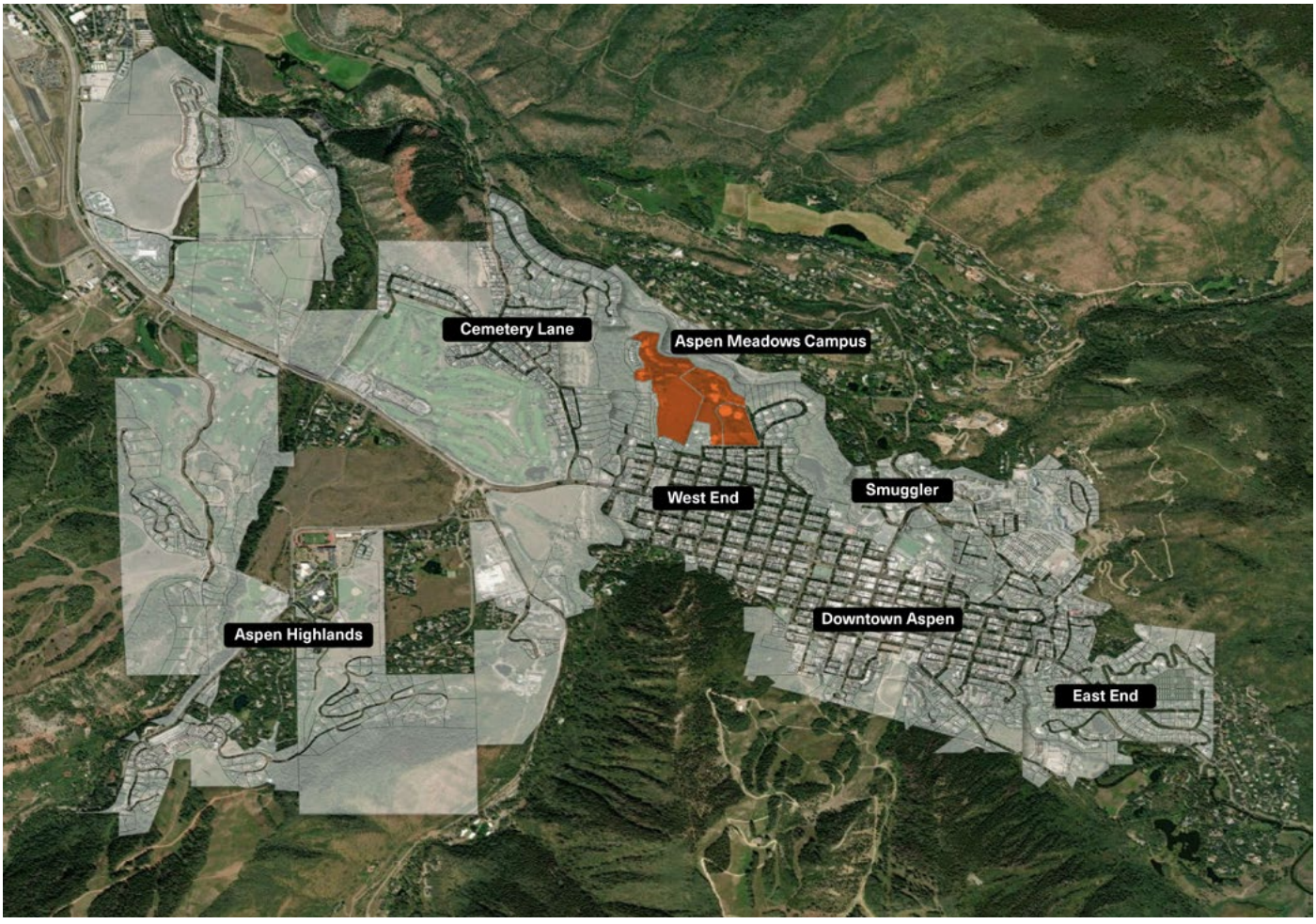
The review criteria are organized as responses for each non-profit so the city may review the application as a whole and as individual proposals. The goals of this project embraced by all three organizations are to:

- Preserve open space
- Focus on sustainable design and building practices
- Tie into fabric of neighborhood
- Provide a transition between natural environment, built environment, and housing
- Fit building layout and design to campus context
- Maintain current access to public walkways and open space
- Reduce transportation impacts by locating housing in town rather than relying on in-commuting by staff, faculty, and participants

ORGANIZATIONAL HISTORY

The Aspen Institute, the Aspen Music Festival and School, and the Aspen Center for Physics are educational and cultural institutions founded in Aspen, Colorado, in the mid-

FIGURE 1: ASPEN MEADOWS CAMPUS VICINITY MAP



20th century. The three nonprofits are situated on the Aspen Meadows Campus. Buildings on campus were constructed beginning in the 1950s, with additional development occurring throughout the campus since then.

ASPEN INSTITUTE

The Aspen Institute (AI), established in 1949, is a renowned global non-profit organization committed to realizing a free, just, and equitable society. The Institute attracts thousands

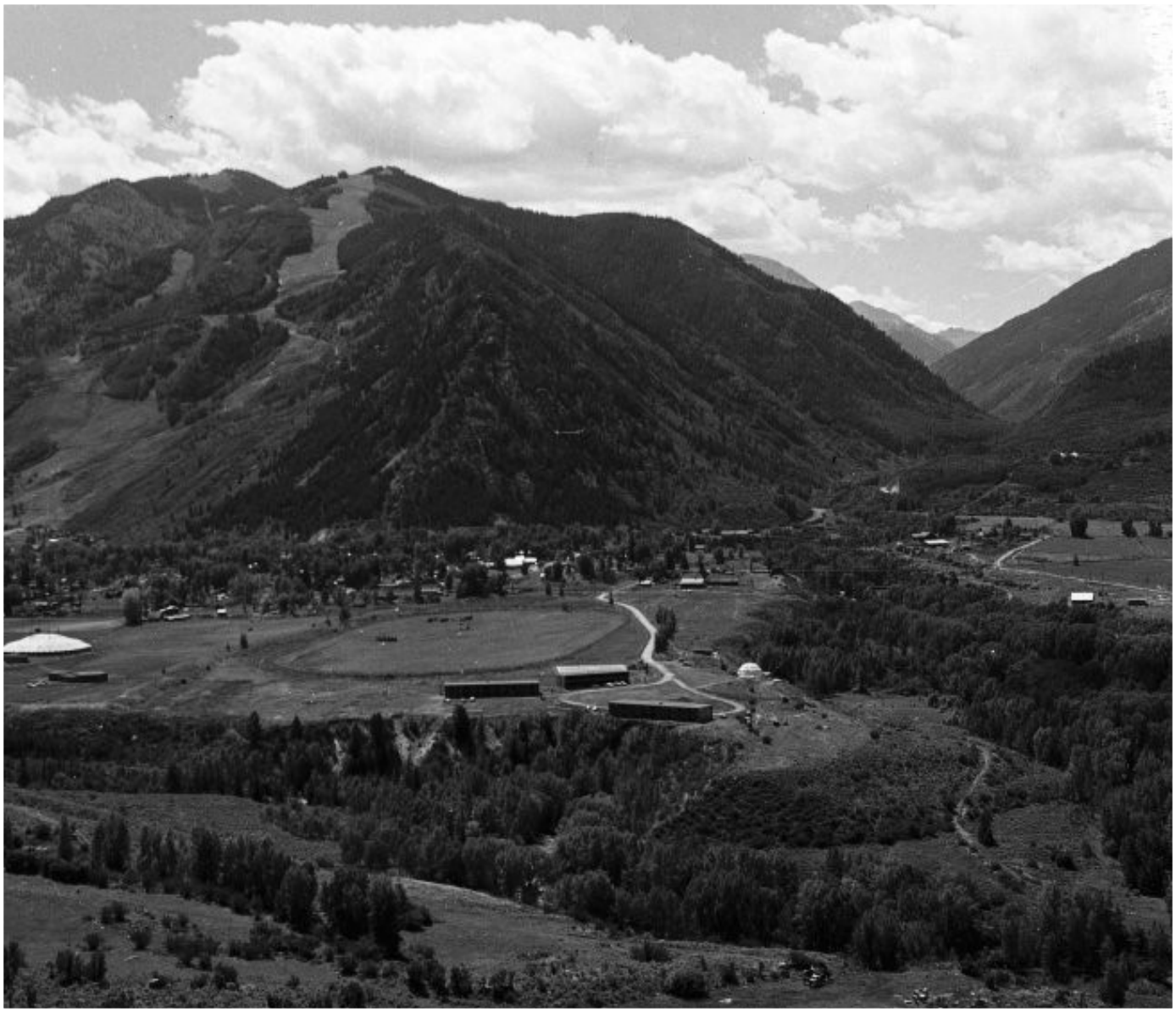


Image 2: Aspen Meadows Campus and Music Tent (Saarinen), 1954. AHS, Ringle Collection Image

of people to Aspen annually as participants and audience members to events, including the renowned Aspen Ideas Festival, Aspen Security Forum, and Aspen Words Literary programming. The Institute also welcomes thousands of participants in its leadership initiatives, such as the Aspen Global Leadership Network, the Henry Crown Fellowship, and the Resnick Aspen Action Forum

The Aspen Institute offers over 60 programs encompassing a wide range of topics, including arts, education, health, environment, democracy, and international affairs. These programs host public events, policy forums, leadership seminars, fellowships, and publications to encourage informed dialogue, creative thinking, and collaborative action. Additionally, the Institute supports local programs, including the Aspen Community Programs, the Aspen Young Leaders Fellowship, and the Hurst Community Initiative, providing opportunities for local community members to participate.

The impact of the Institute is clear from the testimonials of its alums, partners, and supporters, who commend its role in inspiring, challenging, and connecting leaders from various sectors and backgrounds. The Institute also contributes to Aspen's economic vitality by generating revenue for local businesses, creating jobs, and providing scholarships and subsidies for residents. Annually, the Aspen Institute hosts diverse visitors, scholars, and speakers who collectively occupy 6,500 room nights on the Institute's campus and hundreds more in accommodations throughout Aspen. Their presence not only enriches the intellectual climate of the Aspen Institute, but also makes a substantial contribution to the local economy.

ASPEN MUSIC FESTIVAL AND SCHOOL

The Aspen Music Festival and School (AMFS), founded in 1949, is considered one of the top classical music festivals globally, renowned for its concert programming and

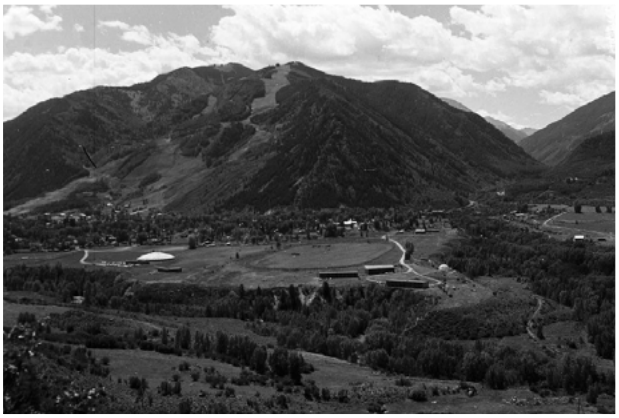


Image 3: Aspen Meadows Campus and Music Tent (Saarinen), 1954. AHS, Ringle Collection Image



Image 4: Aspen Institute, Aspen Ideas Festival Programming. Aspen Institute Image.

musical training primarily for young adult students. AMFS unites multigenerational audiences with talented artists and students worldwide. Each summer, the Aspen Music Festival and School brings 460 students and 100 faculty from over 30 countries and 40 states to the valley and over 100 summer staff to fill roles as piano tuners, librarians, stage crew, and more. The typical eight-week summer season includes over 300 classical music events, such as concerts by three orchestras, solo and chamber music performances, fully staged opera productions, classes, lectures, and children's programming. The events attract around 100,000 audience members annually and are all part of Aspen's summer experience.

Beyond the summer festival, the Aspen Music Festival and School's music education and community outreach programs significantly impact over 4,000 students in grades 2-12 across three area school districts from Aspen to Glenwood Springs. This comprehensive programming encompasses school-based music education, residencies, and engaging library concerts. Additionally, the summer "Festival for Kids" offers enriching initiatives such as P.A.L.S. (Passes & Lessons Scholarships), Sing Play Move, Tunes & Tales, and Festival Lessons, all aimed at nurturing a love for music and the arts in young learners here in the valley.

ASPEN CENTER FOR PHYSICS

The Aspen Center for Physics (ACP) was established in 1962 by George Stranahan, Robert Craig, and Michael Cohen. For more than 60 years, the ACP has catalyzed



Image 5: Aspen Music Tent Interior, 1960. AHS Mary Eshbaugh Hayes Collection Image.



Image 6: Local Maroon Bel Canto students, circa 2023. AMFS Image.

pioneering scientific research by providing a special setting where leading physicists, young and experienced, gather to collaborate, create, and push forward the frontiers of physics. In 2012, the Center was designated a Historic Site of the American Physical Society because of its indispensable contributions to several major developments in physics.

Every year, over 1,000 scientists from around the world take part in scientific programs at the Center. During the summer, two-to-four week overlapping workshops bring together a diverse community of researchers with related interests and complementary expertise. These researchers collaborate on open problems and exchange ideas on the most exciting questions at the cutting edge of physics research. Additionally, one-week winter conferences focus on the latest discoveries and questions in various research fields. Over the 16-week summer season, roughly 550 physicists come to Aspen for up to 5-week stays. Each winter, approximately 500 physicists attend 1-week conferences.

The Aspen Center for Physics provides public programming in Aspen and the Roaring Fork Valley, including weekly free community physics lectures typically attended by over 100 community members. The Center also offers programs for local high school students, summer jobs at the Aspen Center for Physics campus, and interviews with physicists that are broadcast on local public radio. In the last year, ACP supported six high school students explore their passions for science through internships. The Aspen Center for Physics also supports local hotels, property management companies, private homeowners, and housekeepers to house the hundreds of physicists who attend for weeks during the summer, contributing to the Aspen economy.

Most physicists who come to Aspen cover their housing costs by federal and/or private research grants, but some use their own savings instead or in addition. Beginning prior to, but accelerated by COVID, sharp increases in Aspen rental costs and decreases in available rental housing have forced Aspen Center for Physics to house a growing number of visiting physicists in Snowmass Village down valley during the summer. But the continuing steep increase in housing costs means that even the new expanded housing model is not sustainable. The rising costs especially threaten the participation of young scientists early in their careers, particularly those with



Image 7: Aspen Center for Physics, Smart Hall Groundbreaking, 1995. AHS Mary Eshbaugh Hayes Collection Image.



Image 8: Aspen Center for Physics, young scientist, 2009. AHS Robert M. Chamberlain Collection Image.

childcare and eldercare responsibilities, as well as those from groups traditionally underrepresented in STEM fields. Without the ability to offer Aspen Center for Physics' summer and winter participants accessible housing, ACP's very existence is in jeopardy.

ASPEN MEADOWS NEIGHBORHOOD CONTEXT

All three organizations in the Aspen Meadows Planned Development are within the Academic (A) zone district, with parts of each site designated as Wildlife Preservation (WP) or Open Space (OS). Each organization has a Planned Development (PD.) Overlay as part of the original approval for the Aspen Meadows Campus (Figure 2).

Within the existing neighborhood context, properties are classified as Academic (A), Multi-Family Residential (RMF), Medium-Density Residential (R-6), and Moderate-Density Residential (R-15). All proposed development is in Academic zoning and there is no proposed development within the Wildlife Preservation (WP) designation or open space areas.

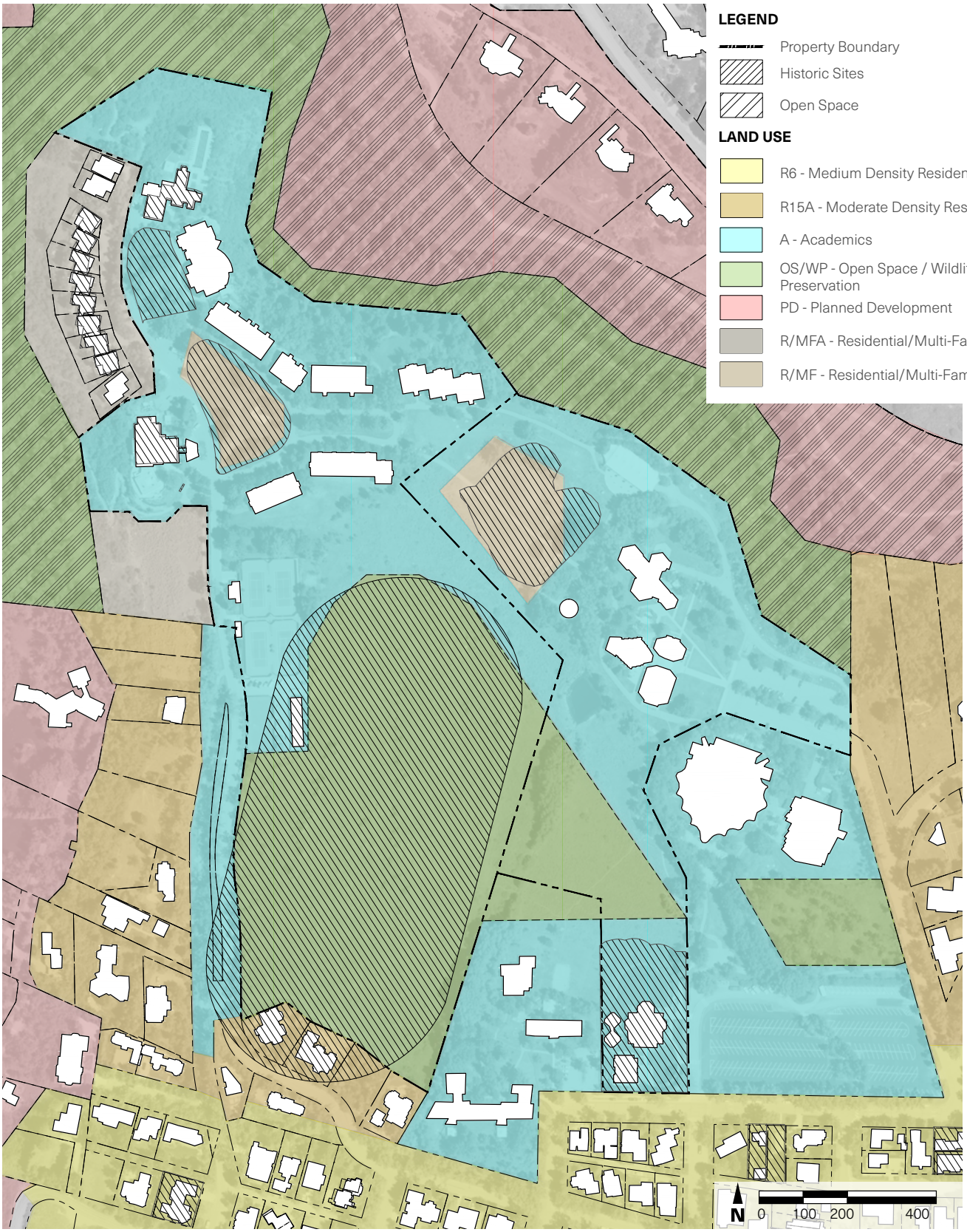
Residential properties in the larger West End area fall within the R-6 and R-15 zones. The properties immediately to the west along Meadows Road are larger lots, typical of the R-15 zone. The other residential lots to the south are smaller and fall within the R-6 zone. These zones permit single-family and duplex development as well as up to four affordable housing units on a parcel. Additionally, the Trustee Townhomes are in the Residential Multi-Family (RMF) and are located north of the Walter Isaacson Center (WIC). The parcel immediately south of the WIC is vacant, but also located in the Residential Multi-Family (RMF) zone, which allows for multi-family residential development.

In addition to the existing zoning, the Aspen Meadows Campus is located in a Planned Development (PD). The Aspen Meadows Campus is a well-established Planned Development with academic facilities, commercial recreation, historic sites, and open space to support resort-oriented recreation. Throughout the development, there are multiple buildings serving various purposes, such as a hotel, townhomes, a health center, and facilities associated with the Aspen Institute, the Music School, and the Physics Center. The PD boundary includes four parcels bounded by Meadows Road, North Street, North 6th Street, Gillespie Street and North 3rd Street. The four individual parcels exist within the overall Aspen Meadows campus boundary, and each parcel has a specific approval for density, height, and use attached to the parcel. [See Exhibit D - Overall Campus Survey]

ASPEN MEADOWS PLANNED DEVELOPMENT HISTORY

In 1991, a campus-wide master plan was approved by City Council identifying the allowed development potential for each parcel. Initially the campus was approved as a "Specially Planned Area" (SPA), indicating that the area has special land use allowances and requirements as per the City of Aspen Land Use Code.

FIGURE 2: CITY OF ASPEN GIS ZONING MAP. 2024



In addition to the Aspen Institute, Aspen Music Festival and School, and the Aspen Center for Physics, the Trustee Townhomes and certain single-family residences along Meadows Road are part of the original SPA (Specially Planned Area) approval. In 2014, all SPAs in the City of Aspen were converted to Planned Developments, or PDs, so these SPAs are now known as "Planned Developments" (PDs).

Over time, the Aspen Meadows Planned Development has been amended to address new trends and needs. Below is a summary of the original approvals and various amendments that have been approved. This section summarizes these approvals. Exhibit T provides additional detail on these approvals as requested in the Pre-Application Summary.

ORIGINAL APPROVALS

The original SPA approved a site specific development plan for the Aspen Meadows Campus, creating development allowances for each organization and certifying the development as Essential Public Facility. Essential Public Facilities (EPF) are defined in the land use code as "A facility which serves an essential public purpose is available for use by or benefit of, the general public and serves the needs of the community." Essential Public Facilities include governmental entities and non-profit entities, like the Aspen Institute, Aspen Center for Physics, and Aspen Music Festival and School.

The original 1991-1992 approval included an expansion capability of 83,140 sq ft for the Aspen Institute functions. These are located on Lots 1A and 1B of the Aspen Meadows Planned Development, and included conference facilities, hotel space, a parking garage, health and wellness center, and the like. Expansion capabilities were not identified in the original approval for the Aspen Center for Physics, but a subsequent amendment (see below) provided for expansion that enabled construction of some of the facilities that exist today. Expansion capabilities for the Aspen Music Festival and School included in the original approval consisted of a backstage expansion of 1,500 sq ft, a new rehearsal hall of 11,000 sq ft, an expanded gift shop of 100 sq ft, and reconfiguration of the music tent to accommodate 2,050 seats.

1994 – 2009 AMENDMENTS

During this time period, a number of amendments were processed, including an expansion at the Aspen Center for Physics, replacement of the AMFS music tent, and expansions on the Aspen Institute parcels. Each of the Aspen Institute expansions utilized square footage from the original SPA approval, while expansions for the other organizations were part of the specific request. In all amendments, the entities were considered Essential Public Facilities.

- Amendment 1 – Subdivision of Lot 1 into 1A and 1B. These are the current Aspen Institute lots and were subdivided as part of this amendment. Today, Lot 1A includes the tennis courts, the Walter Issacson Center, the Wellness Center, and the Aspen Meadows Lodge, while Lot 1B includes the Greenwald Pavilion, and the Paepcke, Koch, Boettcher, and Resnick buildings.
- Amendment 2 – Expansion of the Koch Seminar Building. This amendment expanded the Koch Seminar building, including a new lobby, outdoor terrace, and two new seminar module rooms.
- Amendment 3 – Aspen Physics Development. In the original SPA, no expansion capability was detailed for Physics, and they were required to process a separate development application for future work. This was approved in 1995 and included an interior remodel of Bethe Hall, the replacement of Hilbert Hall with a new building known as Smart Hall that includes 26 physicist offices, staff offices, meeting spaces, a lecture hall, and basement. Twenty parking spaces were required, as were trail improvements to complete connections

through the Aspen Meadows campus. These improvements exist today and are unchanged from this approval.

- Amendment 4 – Aspen Music School Development. In the original SPA, expansion capability was provided for AMFS. This amendment fully memorialized the changes for the replacement of the tent. The approval limited the season from Memorial Day to Labor Day, established 2,050 seats, and improvements related to the parking area and drainage. A total of 274 parking spaces were required for AMFS as part of the original approval, and this was further memorialized in this approval.
- Amendment 5 – Doerr-Hosier Development. This amendment converted 12 unbuilt lodge units to the new Doerr-Hosier conference center.
- Amendment 6 – Health Center Expansion. This amendment approved a 3,327 sq ft expansion to the Aspen Institute Health Center for a total of 8,884 sq ft. Associated with this approval was the relocation of maintenance facilities to an underground expansion of the parking garage. Based on the recorded plat, it appears 8 parking spaces were moved to surface spaces by the tennis courts to accommodate the loss of parking. This adjustment was completed; however, the Health Center expansion was never completed.
- Amendment 7 – Expansion and Renovation of Paepcke Auditorium. This amendment approved an overall remodel and expansion of 614 sq ft at the Paepcke Auditorium.
- Amendment 8- Summer-only Greenwald Pavilion Tent. This approval granted a temporary tent structure to be erected each summer season to support seasonal Aspen Institute programming. The tent can only be used for 20 days of the year.
- Amendment 9 – Trustee Townhome Amendments. This amendment addressed the overall calculations for floor area and bedroom counts at the Trustee Townhomes. The approval clarified allowed floor area, residential housing mitigation requirements, and removed a limitation on bedrooms.

2016 - 2023 AMENDMENTS

During this time period, two amendments to allow expansion on the Aspen Institute parcels were approved. These amendments expanded Essential Public Facility space beyond the expansion capability included in the original approval. For this reason, housing mitigation calculations were required for these amendments and are due at a future date if employee audits show the new square footage is associated with new employees. In addition, an amendment to expand storage areas by the tennis courts was also approved.

- Amendment 10 – Reception Center / Walter Isaacson Center (WIC). In 2016, the WIC Reception Center expansion was approved. At the time, there was 1,786 sq ft of space remaining from the original approval. The expansion used all of this available space and included an additional 322 sq ft. Housing mitigation calculations were completed for this expansion and no mitigation was required.
- As part of this amendment, the city required transportation improvements along Meadows Road. The Aspen Institute was required to provide two speed humps on Meadows Road, regrade the Meadows Trail to improve accessibility and drainage, and update Meadows Road to enable improved flow for parallel parking on the east side of the road. All these improvements were completed.
- Amendment 11 – Boettcher Remodel and Resnick Center for Herbert Bayer Studies. In 2020, the new Resnick Center was approved, along with an expansion of the Boettcher Center. The new development was estimated to generate 2 FTEs, and mitigation of 100% of those FTEs was provided through Certificate of Affordable Housing Credits. An employee audit is required at a future date. In the approvals, any FTEs beyond 2 will require additional housing mitigation. If the increase is 0.10 FTEs or less, a cash-in-lieu payment can be made. FTEs above that amount will require mitigation approval by the City Council. At this time, there are no additional FTEs beyond the 2 identified in the approvals related to this expansion. (Exhibit O for additional information regarding employee calculations.)
- This amendment also allowed for the construction of a covered maintenance yard on one of the southern-most tennis courts. This is an open-air building so no mitigation was required. As part of the expansion, temporary storage sheds were also constructed. The Aspen Institute requested administrative approval for these, but because they were larger than could be approved administratively, the pre-application summary includes a request to address these areas as part of this PD amendment. This is addressed in more detail in the responses to the GMQS Review Criteria (See Exhibit A3).

PROJECT PROPOSAL

The Aspen Meadows Campus Planned Development proposes new development to create onsite housing for the three organizations. This initiative will provide critical housing options for the staff, faculty, students, and program participants at the Aspen Meadows Campus. Essential Public Facility space is also proposed for the Aspen Center for Physics and Aspen Institute parcels. [See Exhibit B - Overall Campus Plan] In preparation of this application, the organizations completed extensive neighborhood outreach, as required in the code

PROJECT PROPOSAL

The Aspen Meadows Campus Planned Development proposes new development to create onsite housing for the three organizations. This initiative will provide critical housing options for the staff, faculty, students, and program participants at the Aspen Meadows Campus. Essential Public Facility space is also proposed for the Aspen Center for Physics and Aspen Institute parcels. [See Exhibit B - Overall Campus Plan] In preparation of this application, the organizations completed extensive neighborhood outreach, as required in the code (Section 26.304.035). A summary report of the engagement activities is included in Exhibit P. The site plans and project renderings are included on the following pages.

Based on the land use code calculations, the proposal provides 60 total units, which is calculated as providing housing for 126 FTEs. This is illustrated in Table 1. The units are well designed and include individual storage, decks, porches, and access to bike and pedestrian infrastructure. This is shown in Exhibit H1, Exhibits H2, and Exhibits H3.

These calculations are provided to assist in the calculation of Certificates of Affordable Housing Credit, which is part of the request from the Aspen Institute and Aspen Music Festival and School. The proposed development plan seeks to offer various affordable housing options for full-time, part-time, and seasonal staff/interns for the Aspen Institute and the Aspen Music Festival and School. Being long-time occupants of Aspen, these organizations are well aware of the shortage of affordable housing options, and the project will help meet their specific housing needs.

Table 1: Housing Unit Calculations

Proposed Development		Number of FTEs (per code)
Aspen Institute	1 bd unit @ 2 total	3.5
	2 bd unit @ 9 total	20.25
	3 bd unit @ 2 total	6
	13 Units	**29.75**
Aspen Music Festival and School	Studio unit @ 2 total	2.5
	1 bd unit @ 8 total	14
	2 bd unit @ 2 total	4.5
	3 bd unit @ 1 total	3
	13 Units	**24**
Aspen Center for Physics	Studio unit @ 11 total	13.75
	1 bd unit @ 6 total	10.5
	2 bd unit @ 8 total	18
	3 bd unit @ 8 total	24
	dorm unit @ 1 total	6
	34 Units	**72.25**
TOTAL for Project	**60**	**126**

The Aspen Center for Physics project focuses on housing for academics – visiting physicists and scientists. These needs are focused around the core summer and winter programs, and include a need for flexible unit configurations in order to provide housing opportunities for visiting scientists coming alone or with families. Because of the nature of those being housed in these academic units, the Aspen Center for Physics is not requesting Certificates of Affordable Housing Credits. The Aspen Center for Physics request is best described as Academic Housing. Academic Housing will be used by scientists who visit Aspen for 1–5 weeks to do research individually and collaboratively, and no long-term residents are proposed in these units. Program participants in the studio units will have access to the common laundry and kitchen facilities in the proposed dormitory unit, in addition to units that have their own facilities.

In addition, the Aspen Institute and Aspen Center for Physics have adjustments related to their Essential Public Facility spaces (Table 2). These calculations are provided to determine any housing mitigation that is required under the GMQS code and are discussed in more detail in the individual sections below.

Table 2: Essential Public Facility Calculations

	Existing EPF Sq Ft	Proposed EPF Sq Ft	Net Increase
Aspen Institute	0 sq ft	6,141 sq ft	6,141 sq ft
Aspen Center for Physics	3,891 sq ft	3,891 sq ft	0 sq ft

FIGURE 3: ASPEN MEADOWS OVERALL CAMPUS PLAN

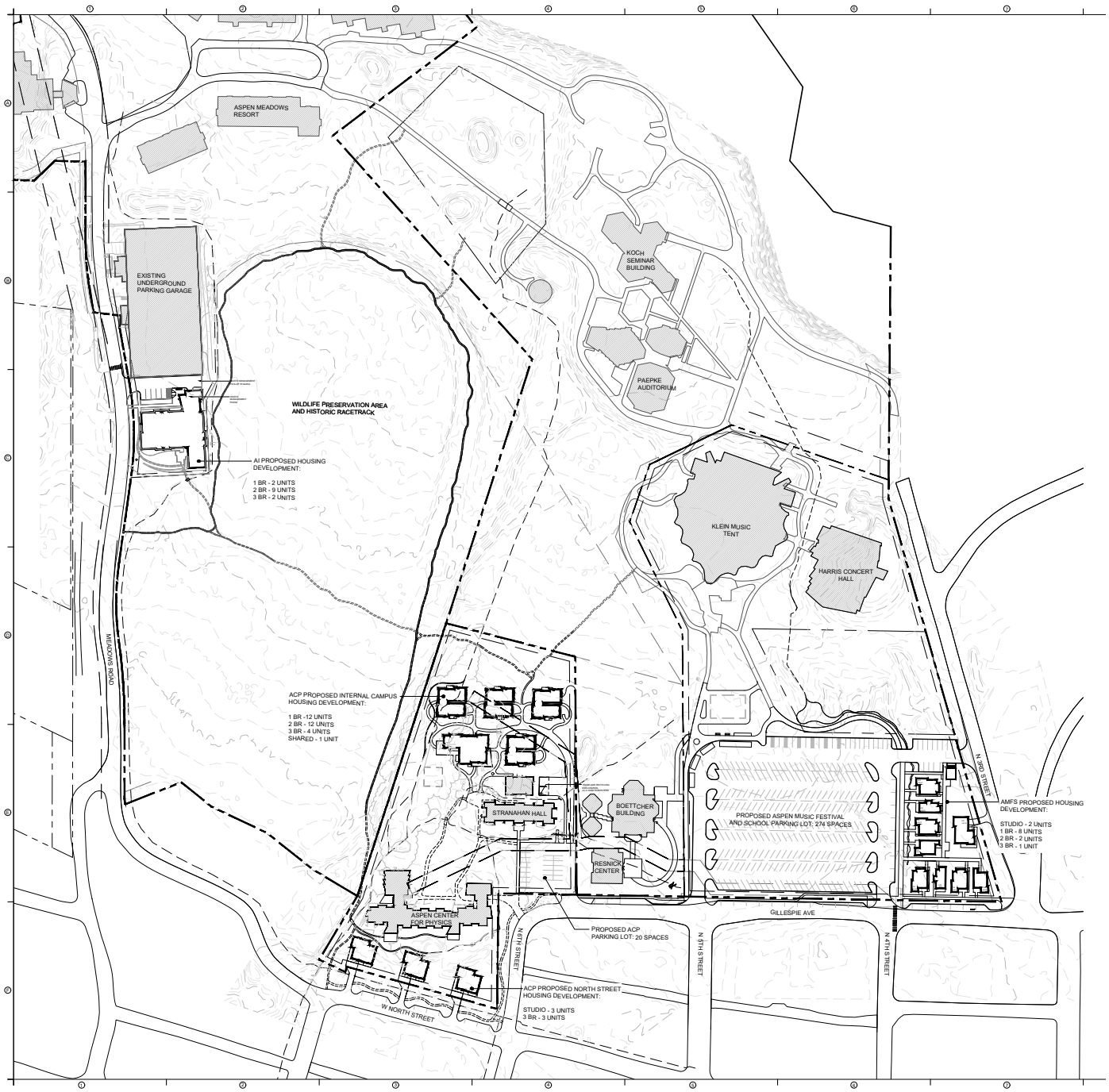


FIGURE 4: ASPEN INSTITUTE SITE PLAN

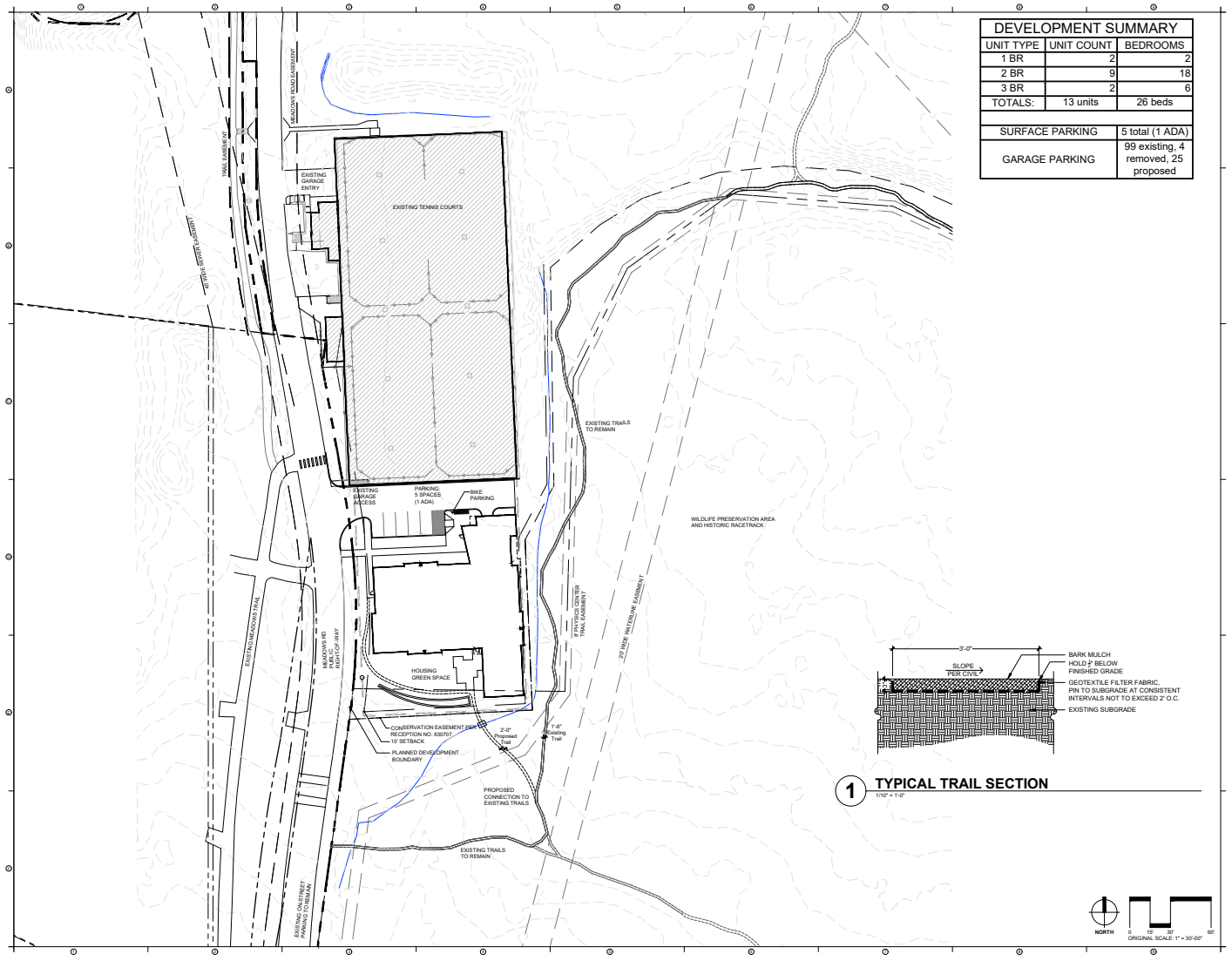


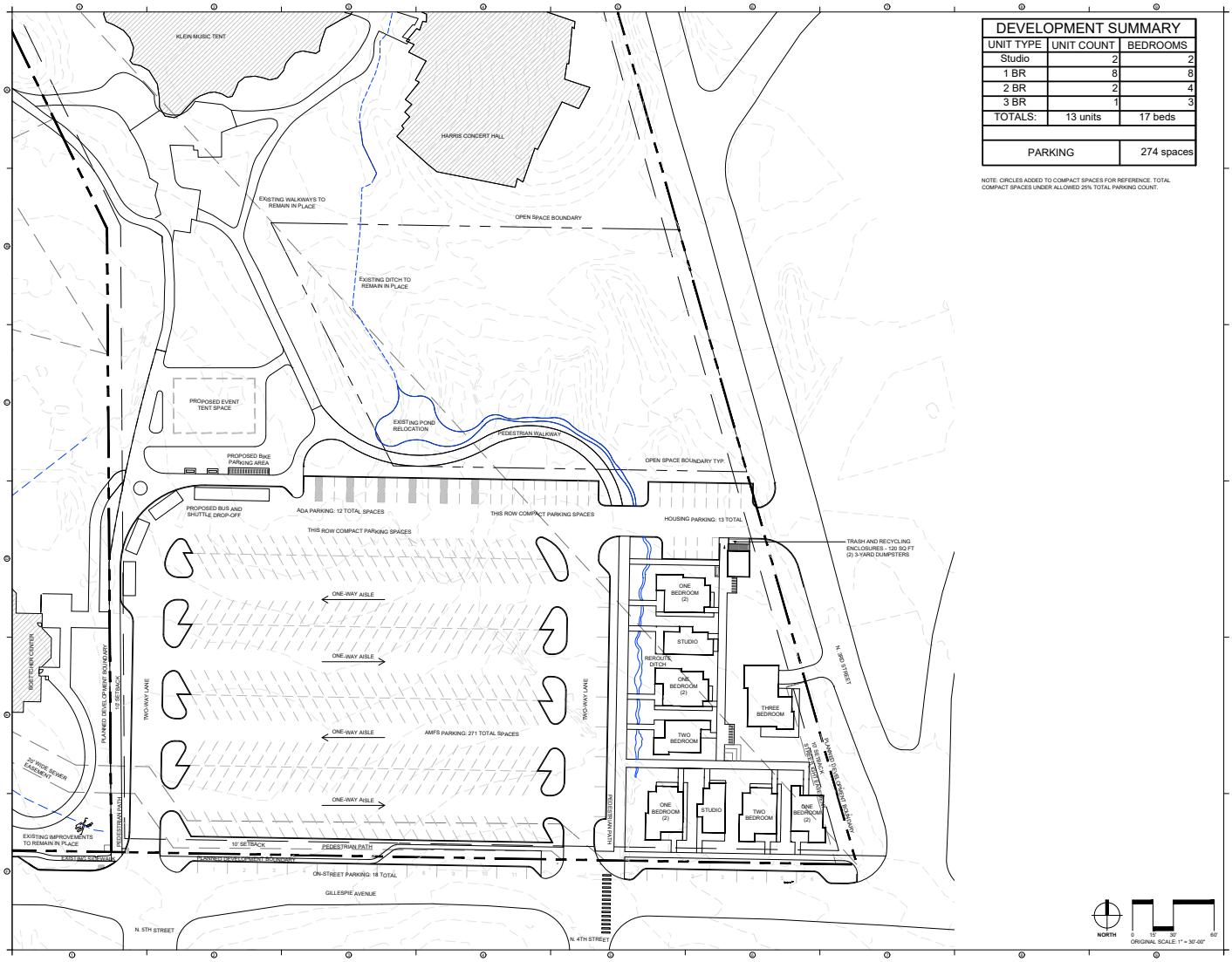


Image 9: Aspen Institute Rendering A: View of Campus Entrance along Meadows Road



Image 10: Aspen Institute Rendering B: View from Anderson Park

FIGURE 5: ASPEN MUSIC FESTIVAL AND SCHOOL SITE PLAN



DEVELOPMENT SUMMARY		
UNIT TYPE	UNIT COUNT	BEDROOMS
Studio	2	2
1 BR	8	8
2 BR	2	4
3 BR	1	3
TOTALS:	13 units	17 beds
PARKING		274 spaces

NOTE: CIRCLES ADDED TO COMPACT SPACES FOR REFERENCE. TOTAL COMPACT SPACES UNDER ALLOWED 25% TOTAL PARKING COUNT.



Image 11: Aspen Music Festival and School Rendering A: View from Gillespie and 3rd



Image 12: Aspen Music Festival and School Rendering B: View from Gillespie and 4th

FIGURE 6: ASPEN CENTER FOR PHYSICS SITE PLAN

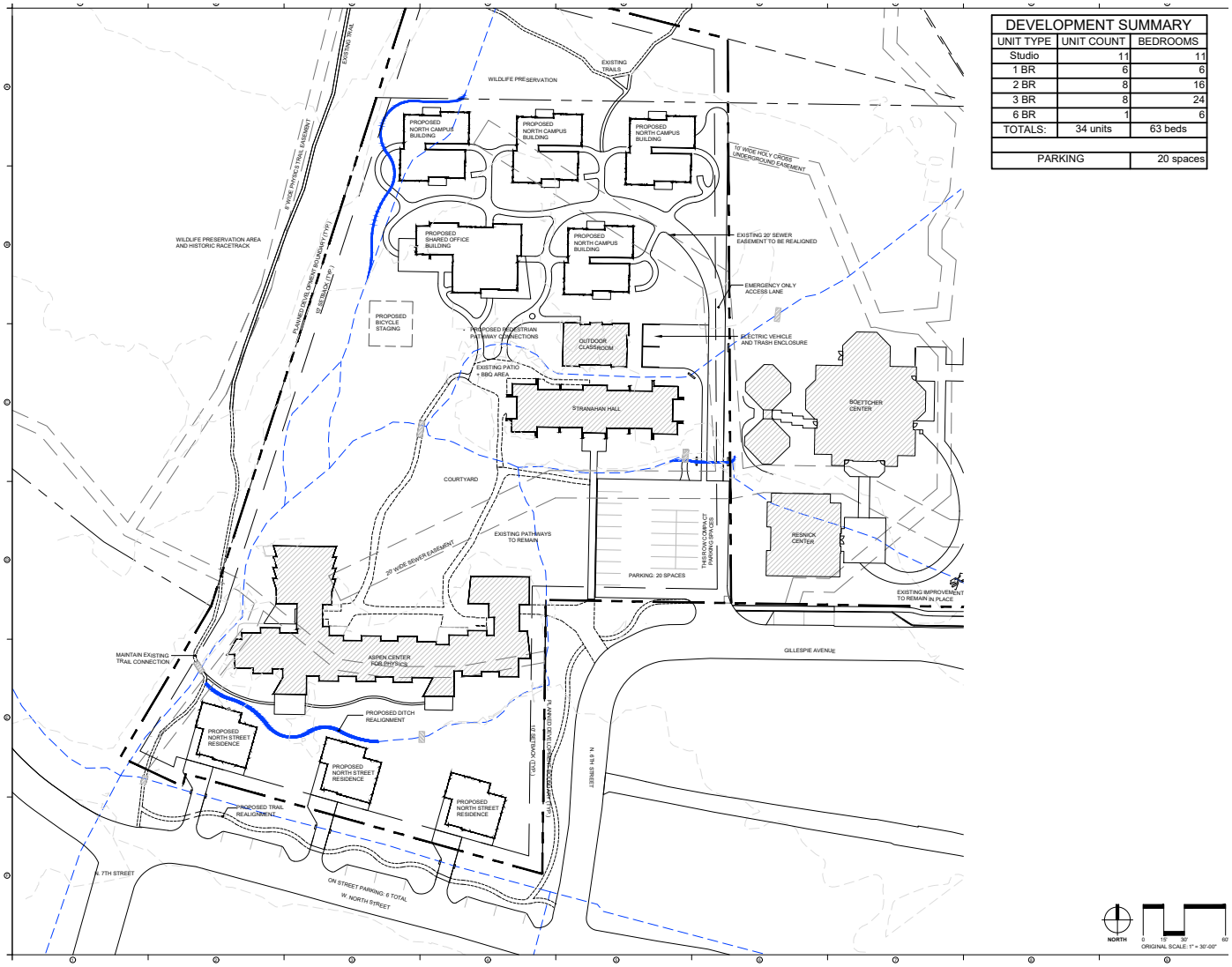




Image 13: Aspen Center for Physics A: View from North Street



Image 14: Aspen Center for Physics Rendering B: View from Music Tent

ASPEN INSTITUTE

Development Proposal

The proposed development involves constructing a new two-story multi-family building with thirteen (13) affordable housing units. These units will be deed-restricted according to APCHA standards. More detail on the proposed deed restriction format is included in Exhibit N. The units will consist of one, two, and three bedrooms, with a total of 26 beds (as shown in Table 3). The plan includes a total of 29 parking spaces by expanding the existing underground parking lot to accommodate a total of 24 parking spaces and adding 5 at-grade parking spaces. See Aspen Institute Proposed Conceptual Plan in Exhibit E1.

The development will remove the clay tennis court at the Calaway Tennis Center and relocate the maintenance and storage areas to the expanded underground garage. A total of 3,998 sq ft of new Essential Public Facility space is proposed to enable the relocation of engineering shop spaces from the Health Center to the expanded garage area. The existing engineering shop is 1,069 sq ft. There are currently 13 existing FTEs who work out of the space, and includes space for tools, etc. but is substandard in size for the space needed to store critical items. No expansion of employees is anticipated at this time, as the space adjustment is intended to right-size the working environment and locate this use to a more appropriate location with access to equipment and storage. A total of 6,247 sq ft of space is proposed to include this function, storage, and maintenance areas, with additional area in allocated circulation (1,129 sq ft, for a total of 7,376 sq ft). The new space will include space for the storage of equipment. This is anticipated to breakdown as follows:

Table 3: Aspen Institute Development Summary

Parcel Number	Aspen Meadows, Parcel 1A
Zone District	Academic (no change)
Proposed Uses	Housing Units, parking garage, surface parking, storage, Essential Public Facility Space
Proposed Parking	124 total parking spaces in subgrade garage (99 existing); 5 surface spaces
Proposed Transportation Improvements	EV charging spaces included in garage; golf cart spaces (24); added trail connection to old racetrack; bike storage in basement; bike racks by entry (see also TIA in Exhibit M)
Number of Units	13 Total (2 1-bd, 9 2-bd, 2 3-bd)
Total Floor Area	17,299 sq ft (421 sq ft Essential Public Facility; 16,223 sq ft Housing Units; 655 sq ft Non-Unit)
Total Net Area	22,911 sq ft (15,535 in Housing Units and Common Spaces; 7,376 Essential Public Facility Space)
Total Deck Area	446 sq ft
Max Building Height	23 feet 6 inches; ; mechanical and skylights to comply with calculation methodology of 26.575.020
Setbacks	North (measured from existing tennis courts to remain): 25 ft East (measured from Conservation Easement): 5 ft South (measured from Conservation Easement): 5 ft West (Meadows Road): 10 ft (0 ft for sub-grade garage)

- 200 sq ft for bobcat and accessories
- 400 sq ft for event items and outdoor furniture
- 400 sq ft for stock items, such as irrigation and fiber optics cables
- 360 sq ft for outdoor shed contents
- 200 sq ft for lawn equipment
- 200 sq ft for pallets and ladders

In addition, storage areas totaling approximately 2,094 sq ft will be located in the garage. These replace existing space in the open-air storage and maintenance area that exists today. No employees are required for these spaces, but the Aspen Institute proposes an employee audit 2 years and 5 years following the

Certificate of Occupancy (CO) for the new storage space, as well as the new engineering space. This is the same requirement as was included with the recent expansion at the Resnick Center for Herbert Bayer Studies.

In addition to the housing and garage proposal is a request to remove the skylight at the Walter Issacson Center (WIC) and replace it with deck space. The skylight has proven to be difficult to maintain and has resulted in multiple leaks since it was constructed. The removal of the skylight will not expand any interior space, and will result in an increase in deck space of 144 sq ft. No new FTEs are anticipated for this deck expansion, and as unenclosed space the code recognizes that the area does not create new employees.

Architectural Character

The architectural design of the Aspen Institute proposal is in accordance with residential design standards and draws inspiration from the Bauhaus style, a design philosophy known for its emphasis on functionality and minimalism. The Institute has a storied history includes numerous iconic examples of modern art and architecture, providing a rich and inspiring environment for visitors and residents alike.

The project is located along Meadows Road, at the entrance to the Aspen Institute campus. This building seeks to be consistent with and complimentary to the overall Bauhaus design that exists on campus today. The building is limited to two stories in height and has been designed to accommodate stick-frame or modular construction. The building is proposed to be 23 feet 6 inches in height, below the 25 foot height limit in adjacent zone district and the 28 foot height limit of the Academic zone district (height limits are established through a PD process for Academic zoned properties).

Proposed Parking and Transportation Improvements

The project is subject to a Level 1 TIA, which has been provided in Exhibit M. This Aspen-specific tool identifies the number of trips generated by a development, and shows that these trips are mitigated through proposed MMLOS and TDM measures. In addition, parking is required for the units pursuant to Chapter 26.525. Table 4 outlines the parking and transportation requirements and proposal. A key aspect of this proposal is that it provides an opportunity for Aspen Institute employees to live near their jobs, eliminating significant commutes and reducing the traffic impacts at the entrance to Aspen and throughout town. Jacobs Engineering estimates the project will reduce trips by approximately 51% because housing is located on site, versus staff needing to commute from down valley locations.

A total of 99 parking spaces exist on the site today in the parking garage, and a total of 124 parking spaces plus 24 golf cart spaces are accommodated in the new proposal. This is an increase of 25 car spaces and 24 golf cart spaces. The code requires 13 parking spaces for the proposed housing development, and a Special Review for the additional Essential Public Facility Space. Parking spaces at one space per unit (13) are proposed for the housing units, and 12 spaces are proposed for the engineering office expansion. This is addressed in the applicable review criteria, and the applicant believes the proposed parking is more than sufficient for the proposed uses. In addition to meeting the parking requirement, the project meets the requirements of the Level 1 TIA, as outlined in Exhibit M.

Table 4: Aspen Institute Applicable Parking Requirements

	Requirement	Units	Proposal
Multi-Family Unit	1 space per dwelling unit (Min) - 1.25 spaces per dwelling unit (Max) (13 spaces – 16.25 spaces)	13 Housing Units	13 spaces
Essential Public Facility Space	Established by Special Review	6,247 sq ft	12 spaces
Parking Provision	On-site and off-site permitted; 40% may be provided as Cash-In-Lieu; 1 additional TIA credit may be used		All on-site
Trips Generated (See also Exhibit M)	Per TIA		18.7 Trips
Trips Mitigated (See also Exhibit M)	Per TIA		28.72 Trips

Proposed Housing Configuration and Housing Credits

The proposed housing will provide housing for full-time, part- time, intern, and visa staff associated with the Aspen Institute operations and the Aspen Meadows hotel. A proposed deed restriction framework for the project is included in Exhibit N. The proposed two- and three-bedroom units meet APCHA's minimum unit sizes. The proposed one-bedroom units meet the requirements for a 20% reduction permitted under the APCHA Guidelines. The specific unit size breakdown is shown in Table 5, along with the FTEs mitigated per unit.

The Aspen Institute requests the ability to establish Certificates of Housing Certificates for all housing units that are not required to meet an Aspen Institute housing mitigation requirement. Ordinance 1 Series of 2020 for the Boettcher Building and Resnick Center required mitigation of 2 FTEs at the time of approval and included an audit provision. The employee audit is provided as part of this application (See Exhibit O) and shows no new FTEs have resulted from this development. While not anticipated at this time, Aspen Institute may desire to expand space in other buildings in the future to continue to address the changing needs of the organization. In addition, future audits may reveal additional employees that need to be mitigated. At this time, the Aspen Institute requests the following breakdown of the housing units as mitigation, credits, and units held in reserve for future mitigation needs (See Table 6).

Because the staff needs will fluctuate over time, the Aspen Institute requests that there be flexibility in the Category used for the designation. This is identified in the proposed deed restriction framework (Exhibit N). This request is similar to the housing units owned by the City of Aspen, where the applicable rental rate fluctuates based on the specific qualifications of each individual.

Table 5: Aspen Institute Unit Square Footage Calculations

Unit Number	Bedroom	Square Footage	Meets APCHA requirement / Meets 20% permitted reduction	FTEs Housed, per 26.470.050.d
Unit 101	3-bd	1282	Meets	3
Unit 102	2-bd	895	20% reduction	2.25
Unit 103	2-bd	967	Meets	2.25
Unit 104	2-bd	982	Meets	2.25
Unit 105	2-bd	949	Meets	2.25
Unit 106	1-bd	638	20% reduction	1.75
Unit 201	3-bd	1280	Meets	3
Unit 202	2-bd	895	20% reduction	2.25
Unit 203	2-bd	967	Meets	2.25
Unit 204	2-bd	982	Meets	2.25
Unit 205	2-bd	963	Meets	2.25
Unit 206	1-bd	638	20% reduction	1.75
Unit 207	2-bd	987	Meets	2.25
13 units	**26 bedrooms**	**12,425**		**29.75**

Table 6: Aspen Institute Housing Unit Mitigation and Credits Request

Total FTEs Housed by proposal	29.25
Total to be issued as Certificates of Affordable Housing Credit	14.75
Total remaining FTEs to be held for future Aspen Institute Mitigation requirements	15

ASPEN MUSIC FESTIVAL AND SCHOOL

Development Proposal

Following the Summer 2024 Open Houses and the submission of the initial application, the Aspen Music Festival and School continued to receive comments from neighbors and other constituents about the proposed design. Specifically, community members expressed a desire to see development that reflected the traditional street grid and smaller scale buildings, more reminiscent of single-family homes. Based on that feedback, AMFS decided to explore potential design updates that would better reflect the West End neighborhood's historic grid and would split the proposed multi-family units into more buildings in order to minimize some of the massing on the site. As a result of the exploration, AMFS decided to pursue an adjusted design.

The updated design better reflects the traditional West End neighborhood character by dispersing the mass into smaller buildings rather than larger multi-family buildings. The proposed development includes nine one- and two-story multi-family buildings located at the corner of Gillespie Avenue and North 3rd Street, in the same location as the original proposal. There will be 13 units, consisting of studios, one-, two-, and three-bedroom units, totaling 17 bedrooms, which is the same as the original submission, (as shown in Table 7). In addition, one-story a secure bike storage and maintenance building is proposed. All buidlings are lower than the 28 foot height allowance in the Academic zone distrist, ranging from 9 feet 11 inches to 25 feet 8 inches.

Updated pedestrian connections are provided through sidewalks along Gillespie Avenue and through the new access point at 4th street. The proposed plan includes adding fifteen new parking spaces. This will provide one parking space for each studio, one-bedroom and two-bedroom unit and two spaces for the three-bedroom unit. The parking lot reconfiguration will maintain the current 274 parking spaces, update the parking access from Gillespie, create a public easement for pedestrians at 5th street, and add a new crosswalk at 4th Street. There will be no reduction in 274 parking spaces that exist today. Improvements are intergraded with the open space north of the parking lot. See AMFS Proposed Conceptual Plan in Exhibit E2.

Table 7: Aspen Music Festival and School Development Summary	
Parcel Number	Aspen Meadows, Parcel 2
Zone District	Academic (no change)
Proposed Uses	Housing Units (13), Parking Area, non-unit maintenance building
Proposed Parking	15 new parking spaces for the housing units. 274 existing parking spaces reconfigured.
Proposed Transportation Improvements	Secure bike parking spaces. Updated parking lot access to minimize car and pedestrian conflicts. New pedestrian easement connecting the music tent to the sidewalk at the Resnick Center. Internal pedestrian paths.
Number of Units	13 Total (2 studio, 8 1-bd, 2 2-bd, 1 3-bd)
Total Floor Area*	13,272 sq ft (see development summary and plans for breakdown by building and unit)
Total Net Area	10,427 sq ft in Housing Units; 640 sq ft in decks associated with Housing Units; 478 sq ft garage associated with one unit
Max Building Height	28 feet, mechanical and skylights to comply with calculation methodology of 26.575.020
Setbacks	West (measured from parallel parking spaces to remain): 22 ft North (measured from Open Space Boundary): 50 ft East (measured from N 3rd): 10 ft South (Gillespie Ave): 10 ft
**10% additional square footage requested to allow for construction type flexibility*	

Architectural Character

The project is located at the corner of 3rd and Gillespie, at the eastern entrance to the Aspen Meadows campus. The neighborhood character on this side of the campus is a mix of traditional townsite lots, as well as more curvilinear lots immediately to the east. In an effort to reflect this diverse character, the proposed site plan includes a mix of buildings that are oriented to the street and buildings that break that rigidity to reflect the curvilinear and Bauhaus character of the other surrounding areas. The buildings are limited to two stories in height and have been designed to accommodate stick-frame or prefab construction. Two of the nine buildings will be one story in height. Interior to the buildings are storage areas and access to trash and parking areas for the residents. While there are paths and lawn spaces in this area, these are intended for the residents to access their vehicle parking spaces, trash area, and bicycle parking. Public access to the site is located through tree-lined sidewalks along Gillespie Avenue and at the new access point at 4th Street.

Proposed Parking and Transportation Improvements

The project is subject to a Level 1 TIA, which has been provided in Exhibit M. This Aspen-specific tool identifies the number of trips generated by a development, and shows that these trips are fully mitigated through proposed MMLOS and TDM measures. In addition, parking is required for the units pursuant to Chapter 26.525. Table 8 outlines the parking and transportation requirements and proposal. A key aspect of this proposal is providing an opportunity for Aspen Music Festival and School employees to live near their jobs, eliminating significant commutes and reducing the traffic impacts at the entrance to Aspen and throughout town. Currently, approximately 21 year-round staff members commute into Aspen from Woody Creek all the way to Palisade. The addition of this housing will significantly reduce the number of overall trips into Aspen. The code requires 13 parking spaces for the proposed housing development and 15 spaces are proposed. In addition to meeting the parking requirement, the project meets the requirements of the Level 1 TIA, as outlined in Exhibit M. Jacobs Engineering estimates the project will reduce trips by approximately 54% because housing is located on site, versus staff, faculty, or program participants needing to commute from down valley locations.

Table 8: Aspen Music Festival and School Applicable Parking Requirements

	Requirement	Units	Proposal
Multi-Family Unit	1 space per dwelling unit (Min) - 1.25 spaces per dwelling unit (Max) (13 spaces – 16.25 spaces)	13 Housing Units	15 spaces
Existing Lot	274 spaces required from previous approvals		274 spaces
Parking Provision	On-site and off-site permitted; 40% may be provided as Cash-In-Lieu; 1 additional TIA credit may be used		All on-site
Trips Generated (See also Exhibit M)	Per TIA		11.6 Trips
Trips Mitigated (See also Exhibit M)	Per TIA		65.28 Trips

Proposed Housing Configuration and Housing Credits

Today, the Aspen Music Festival and School utilizes 94 units and 282 beds at the Marolt Seasonal Housing, and 92 units with 184 beds at the Burlingame Seasonal Housing. These units provide housing for Music School staff and students and are subject to long-term leases with the city and Burlingame Housing, Inc. AMFS supported the construction of each of these projects. In addition to these units, AMFS has the first right of refusal for six dorm units with 36 beds at Aspen Highlands for Music School students.

The units included in this development proposal will provide housing primarily for full-time and part-time staff. The Aspen Music Festival and School currently has 36 year-round staff members. Twelve of these staff members live elsewhere during the winter months and relocate to Aspen in the summer for the summer

season. Of the remainder, three staff live in Aspen and the other 21 live between Woody Creek and Palisade. With this project, more of these employees will be able to live and work full-time in Aspen, reducing the traffic inpats into and out of Aspen each day. In addition, there are approximately 100 summer staff members who support the festival. The units will be made available to these staff members if there are units available.

Additionally, when units are available they could be made available for other non-profit organizations in need of housing for their staff members.

The two- and three-bedroom units all meet APCHA's minimum unit sizes, and the studio and one-bedroom units meet the APCHA requirements with the permitted 20% reduction. The specific unit size breakdown is shown in Table 9, along with the FTEs mitigated per unit.

The Aspen Music Festival and School requests the ability to establish Certificates of Affordable Housing Credit for all housing units. Table 9 identifies the full breakdown for these units, including square footage and the number of FTEs mitigated under the code. Because the specific needs will fluctuate over time, the Aspen Music Festival and School requests that there be flexibility in the Category used for the designation. This is identified in the proposed deed restriction framework (Exhibit N). This request is similar to the housing units owned by the City of Aspen, where the applicable rental rate fluctuates based on the specific qualifications of each individual.

Table 9: Aspen Music Festival and School Unit Square Footage Calculations

Unit Number	Bedroom	Square Footage	Meets APCHA requirement / Meets 20% permitted reduction	FTEs Housed, per 26.470.040.d
Unit 1A	1-bd	692	Meets with 20% reduction	1.75
Unit 1B	1-bd	671	Meets with 20% reduction	1.75
Unit 2	studio	496	Meets with 20% reduction	1.25
Unit 3A	1-bd	692	Meets with 20% reduction	1.75
Unit 3B	1-bd	671	Meets with 20% reduction	1.75
Unit 4	2-bd	1,154	Meets	2.25
Unit 5A	1-bd	692	Meets with 20% reduction	1.75
Unit 5B	1-bd	671	Meets with 20% reduction	1.75
Unit 6	studio	496	Meets with 20% reduction	1.25
Unit 7A	1-bd	692	Meets with 20% reduction	1.75
Unit 7B	1-bd	671	Meets with 20% reduction	1.75
Unit 8	2-bd	1154	Meets	2.25
Unit 9	3-bd	1675	Meets	3
13 units	**17**	**10,427**		**24 FTEs**

ASPEN CENTER FOR PHYSICS

Development Proposal

The Aspen Center for Physics owns one parcel within the Aspen Meadows Campus, which is located between West North Street and North 6th Street. The site includes Smart Hall, Bethe Hall, Stranahan Hall, and an outdoor classroom. It also features outdoor amenities such as a BBQ area, a sand volleyball court, and a courtyard between the buildings. The site also has an existing parking lot, but these do not meet minimum code-required parking dimensions. As part of the proposal, the parking area will be updated to meet engineering standards.

The proposed development involves constructing eight two-story buildings with 34 housing units and replacement of Essential Public Facility space. The units will consist of studio, two-, and three-bedroom units, and a shared dormitory unit, with a total of 63 beds (as shown in Table 10). The plan involves the demolition of Bethe Hall while preserving all other existing buildings. It will also maintain the current courtyard and the existing parking area. Bethe Hall is considered Essential Public Facility space, which will be replaced in one building. For this building, the ground floor will consist of reconstructed Essential Public Facility space and an upper level with a dormitory unit, which is a conditional use in the Academic (A) zone district. The amount of essential public facility space on site will stay the same as part of this proposal. The remaining proposed development is housing for visiting physicists in a mix of studio, one-, two-, and three-bedroom units. A basement is proposed for this building, providing space for bicycle parking and storage. A common kitchen is included as part of the dormitory units, and common laundry facilities are provided, both of which which can be used by other physicists while they are on campus. Ten of the units also include hteir own washer and dryer.

Table 10: Aspen Center for Physics Development Summary

Parcel Number	Aspen Meadows, Parcel 3
Zone District	Academic (no change)
Proposed Uses	Academic Housing Units, new parking, bike parking, Essential Public Facility Space
Proposed Parking	20 reconfigured parking spaces in the parking lot. 6 proposed parking spaces, 2 per unit, along West North Street.
Proposed Transportation Improvements	Expanded bicycle fleet (including electric bikes); updated pedestrian facilities along North Street; Car-free housing requirements; coordination with Aspen Institute for shuttle service; 2 electric vehicles; internal Transportation Management Plan
Number of Units	34 Total (11 studio, 6 1-bd, 8 2-bd, 8 3-bd), 1 dorm (6-bd))
Total Floor Area*	31,567.8 sq ft (21,3327.9 in northern Academic Housing Units; 7,107 sq ft in southern Academic Housing units along North Street; 3,132.9 sq ft Essential Public Facility Space)
Total Net Area	23,072 sq ft Academic Housing space in 8 buildings; 3,891 sq ft Essential Public Facility Space; 5.456 sq ft deck; 396 sq ft patios; 1,050 sq ft garage in 3 buildings
Max Building Height	28 feet, mechanical and skylights to comply with calculation methodology of 26.575.020
Setbacks	North (Measured from wildlife preservation zone): 10 ft South: 10 ft East: 10 ft West: 10 ft
**10% additional square footage requested to allow for construction type flexibility*	

The plan proposes three new single-family-style buildings, each with a studio and a three-bedroom unit as well as onsite parking along W North Street. The plan proposes five buildings behind Stranahan Hall on the north side of the campus. The onsite parking for the North Street units includes six new vehicle parking spaces (one per unit) and new bike parking will be created for the north side units. Additionally, the plan

proposes upgrades to the existing parking lot with lined parking spaces to maximize its efficiency and to meet existing code dimensional requirements. See Aspen Center for Physics Proposed Conceptual Plan in Exhibit E3.

The ACP plan addresses the critical need to provide academic housing to physicists at a cost that will enable them to continue participating in the Center's cutting-edge programs and making new discoveries about the physical universe. It does so by providing on-campus housing for a majority of program participants – this plan provides housing for approximately 66% of program participants, many of whom must currently commute into Aspen from Snowmass and beyond. Ideally the ACP plan would accommodate all annual participants onsite. However, the plan also seeks to preserve green space and outdoor program spaces. *Therefore, the plan does not contemplate additional residential units, neither now nor in the future.* The core principles of the project are to :

- Maintain the serenity of the campus and the surrounding neighborhood,
- Provide aesthetically pleasing and site-respecting structures,
- Minimize their visual and auditory impact through site placement and screening,
- Reduce traffic into and through Aspen,
- Reduce the overall environmental impact of the Center, and
- Reduce the current need for on-site parking

Architectural Character

The project is located in two different areas of the Aspen Center for Physics parcel. The plan preserves protected open space in the West End and most of the extensive open space on the ACP campus, which is critical to the Center's attractiveness to the physics community, to the effective functioning of the campus as a place to foster collaboration, and to the stewardship of this serene space. The eight sustainable, LEED-certified, all-electric buildings, consistent with the Bayer-inspired style of the existing Aspen Center for Physics and Aspen Institute structures, are designed to blend in with their architectural neighbors. The new buildings will be extensively screened by existing and new trees and vegetation: no major neighborhood view lines will be impacted.

The units located along North Street are intended to look, feel, and function like the single-family homes that are located in the West End neighborhood that surrounds the buildings. In character with the neighborhood, these units are oriented to the street and include strong front entry areas, front porches, and a single-car garage.

The remaining units are located behind Stranahan Hall in the back portion of the lot. These units are accessed by a walking path from the parking area at the corner of 6th and Gillespie. Bethe Hall will be removed to accommodate this development. No cars will be permitted in this area. This is consistent with the quiet nature of the interior of the Aspen Meadows Campus. The design of the walking path will also allow for emergency and fire lane access, as well as waste management access. Two dedicated spaces for electric golf carts are co-located with the trash and recycling area.

The architecture seeks to blend with the character of the existing Physics buildings, which are limited to two-stories in height to minimize visual impacts from adjacent areas, including the sage meadow to the north.

All existing access to historical trails will remain, including the trail to the horse track and the trails in Amy's Meadow. Noise restrictions in campus housing will perpetuate the serenity of the Physics campus (where

many physicists work outdoors), of the nearby Music Festival, and of the neighborhood are maintained. There is an existing armillary sphere/sundial on the property, which will be relocated to enable it to continue to function. The plan is designed to have no negative impact on neighborhood quality of life or property values.

Proposed Parking and Transportation Improvements

The project is subject to a Level 1 TIA, which has been provided in Exhibit M. This Aspen-specific tool identifies the number of trips generated by a development, and shows that these trips are fully mitigated through proposed MMLOS and TDM measures. This is a result of aggressive transportation management, parking management, and infrastructure (MMLOS) improvements, as well as the location of housing on-site which will reduce overall trips into Aspen. Jacobs Engineering estimates the project will reduce trips by approximately 66% because this academic housing is located on site, versus academics needing to commute from down valley locations. In addition, the transportation and parking proposal for the Physics site is intended to reflect the historic and anticipated transportation patterns. Table 11 identifies the proposed parking and transportation provisions for the project.

Table 11: Aspen Center for Physics Applicable Parking Requirements

	Requirement	Units	Proposal
Multi-Family Unit	1 space per dwelling unit (Min) - 1.25 spaces per dwelling unit (Max) (31 spaces – 38.75 spaces)	34 Housing Units	6; plus 2 shared EV golf carts
Existing Lot		20 parking lot spaces	
Essential Public Facility Space	Established by Special Review		0
Parking Provision	On-site and off-site permitted; 40% may be provided as Cash-In-Lieu; 1 additional TIA credit may be used		6 on-site, plus 2 shared EV golf carts; remaining mitigated through TDM and MMLOS Measures in the PD Review
Trips Generated (See also Exhibit M)	Per TIA		30.3 Trips
Trips Mitigated (See also Exhibit M)	Per TIA		40.10 Trips

For over sixty-years, ACP participants have been housed in condominiums, apartments, and homes throughout Aspen. From 1962 until 2019, all Aspen Center for Physics participants were housed throughout the Aspen community. In the past few years, since the COVID-19 pandemic, participants have also been housed in Snowmass and further down valley due to an inability to rent housing in Aspen. In 2023, 35% of the participants were housed in Snowmass, equating to 557-bedroom weeks. In 2022 when there was reduced programming, 33% of the participants were housed in Snowmass, equating to 458-bedroom weeks.

The Aspen Center for Physics houses an average of 83 scientist participants each week in the summer. Some come alone, some come with partners, and some come with families. Most participants prefer to use bicycles while staying in Aspen and participating in the programming. This has become more difficult for participants who are now required to commute from Snowmass and further down valley. Since being forced to provide housing outside of Aspen, the Aspen Center for Physics has run a shuttle to help move physicists efficiently to and from the campus while also minimizing the impacts of increased vehicular traffic from down valley to the West End.

Nonetheless, the relocation of 30-40% of participant bedrooms to Snowmass Village in recent years has resulted in more traffic on Highway 82, more vehicle trips across the West End, and more daily use of parking spaces in the ACP lot, although it has never overflowed into the neighborhood. Housing physicists on campus

will eliminate the need for Snowmass Village rentals and result in lower on-campus parking demand and reduced traffic into and through town, thereby reducing Greenhouse Gas emissions.

In the living memory of all the physicist staff, participants, and Board members, the existing 20 parking spaces have been more than sufficient to meet the demand for parking on campus. There were more empty parking spaces prior to the COVID-19 pandemic, but even post-pandemic, although the parking area is full more often, the existing spaces still accommodate the parking demand.

The Center owns an existing bike fleet of 150 bikes that are available for all visiting scientists and their families. Participants and their families also use the existing RFTA and City bus line options. These options will remain in place as part of this proposal. In addition, the Center will augment the bicycle fleet with five e-bikes equipped with baskets suitable for grocery shopping. The Center will also provide two shared electric vehicles available to those in on-site housing for limited, unavoidable car trips.

As part of this proposal, ACP has incorporated key transportation demand management and parking limitations into the TIA. This strictly limits the number of physicist cars allowed to park on campus and prohibits them from ever parking on neighborhood streets. This policy has worked successfully for six decades, and it will be incorporated into the approval through the TIA. It is important to note that overall parking demand will drop further when visiting physicists are able to stay on campus in academic housing instead of driving to and from campus each day from somewhere else.

The code requires one space per dwelling unit for the proposed housing development. Two spaces per unit are proposed for the three housing buildings along West North Street, which meet the parking requirements for those units. New parking spaces are not proposed for the north units located behind Stranahan Hall. This is because the existing parking lot of 20 spaces will be used, and aggressive transportation programming will be implemented. The ACP Transportation Management Plan (See the TIA) will provide ACP participants with detailed information on and strong incentives to use the Aspen Cross Town Shuttle, other free city shuttles, the Aspen Downtowner, free RFTA bus routes, ACP's bikeshare program, and other non-automotive resources. In addition, the new bike fleet, parking management, and infrastructure (MMLOS) improvements will further reduce transportation impacts and the need for additional parking. Overall, the creation of housing on-site will decrease the parking required for participants and will eliminate traffic impacts by taking cars off of Highway 82 and neighborhood streets.

Proposed Housing Configuration and Usage

The Aspen Center for Physics has minimal staff members when compared to the two other organizations, and therefore has a different need and focus for the proposed housing. The Aspen Center for Physics proposes housing that is for visiting scientists and their families. No full-time employees will live in these units. Therefore, the Center for Physics is not requesting housing credits as part of the proposal. A proposed deed restriction framework for the project is included in Exhibit N.

The proposed number of on-campus units (31 units with 66 beds) is driven by the need to provide housing for visiting scientists and their families. In summer, this plan will enable the Center to house roughly 50-70% of participants on-campus; in winter, it will provide accommodation for nearly all participants during most winter weeks. The overall occupancy of the units is anticipated to be about 6 months of each year for Aspen Center for Physics programming. The remaining months of the year, the units could be made available to other non-profits needing to house participants and/or staff. This is described in more detail in Exhibit A3, and in Table 12.

Table 12: Aspen Center for Physics Unit Square Footage Calculations			
Building	**Unit Number**	**Bedroom**	**Square Footage**
ACP 1	Unit 1	Studio	236
	Unit 2	2-bd	682
	Unit 3	3-bd	918
	Unit 4	3-bd	918
	Unit 5	2-bd	682
	Unit 6	Studio	236
ACP 2	Unit 7	Studio	236
	Unit 8	1-bd	419
	Unit 9	1-bd	499
	Unit 10	2-bd	682
	Unit 11	3-bd	918
	Unit 12	2-bd	682
	Unit 13	Studio	236
ACP 3	Unit 14	Studio	236
	Unit 15	1-bd	419
	Unit 16	1-bd	499
	Unit 17	2-bd	682
	Unit 18	3-bd	918
	Unit 19	2-bd	682
	Unit 20	Studio	236
ACP 4	Unit 21	Studio	236
	Unit 22	1-bd	419
	Unit 23	1-bd	499
	Unit 24	2-bd	682
	Unit 25	3-bd	918
	Unit 26	2-bd	682
	Unit 27	Studio	236
ACP 5	Unit 28	Dorm (6-bd)	2063
ACP 6	Unit 29	Studio	356
	Unit 30	3-bd	1751
ACP 7	Unit 31	Studio	356
	Unit 32	3-bd	1751
ACP 8	Unit 33	Studio	356
	Unit 34	3-bd	1751
8 buildings	**34 units**	**63 bedrooms**	**23,072 sq ft**

REQUIRED REVIEWS

This section summarizes the required review applicable to this application and provides an overview of the relevant code sections provided below. Responses to each of these criteria are included with the application.

PLANNED DEVELOPMENT

As an existing Planned Development, an amendment to the previous approvals is required. This PD amendment includes a request to establish dimensional requirements for the new building and to permit the development of housing uses in the Academic zone district. Exhibit A1 includes responses to the relevant criteria.

All three proposals adhere to the project review standards for the site development, characteristics, design standards, planning, and accessibility. In order to enable each partner to complete planning and necessary fundraising, each organization is requesting the maximum ten years of vested rights that is permitted under the code. This is addressed in the PD Section and is consistent with the requirements identified in Chapter 26.308, Vested Property Rights, and 26.306.080, Development orders.

RESIDENTIAL DESIGN STANDARDS

Each of the buildings is considered multi-family development, and therefore subject to Residential Design Standards Section 26.410.040, Multi-family standards. Exhibit A2 includes responses to the relevant criteria.

GROWTH MANAGEMENT

Growth Management allotments for Essential Public Facility space and Affordable Housing units are required. Exhibit A3 includes responses to the relevant criteria.

The Aspen Institute and Aspen Center for Physics include a request for Essential Public Facility Space and Affordable Housing, while the Aspen Music Festival and School request only Affordable Housing Units. Each organization has proposed deed restriction language that will meet the organizational needs to house staff, interns, and program participants. The framework for these deed restrictions is included in Exhibit N.

CERTIFICATES OF AFFORDABLE HOUSING CREDITS

The Aspen Institute and Aspen Music Festival and School will use the new housing units for staff members, and these units are critical to recruitment and retention for these organizations. Because these units will house local workers, each is requesting the ability to create housing credits for the units that are built without a code-related mitigation requirement. Exhibit A4 includes responses to the relevant criteria.

TRANSPORTATION AND PARKING

The properties and proposals are subject to a Level 1 TIA under the existing code. In addition, there are parking requirements for each land use. As part of the community engagement process the partners undertook this summer, parking impacts were a common topic of conversation. For this reason, additional analysis related to trip generation and mitigation was completed by Jacobs Engineering and is included as part of the TIA in Exhibit A5. Overall, the development of housing on these sites will decrease the traffic impacts in the immediate neighborhood and the entrance to Aspen because workers and program participants who currently have to commute from down valley will live on-site.

Parking requirements for multi-family housing are established in the code, while parking requirements for Essential Public Facilities are subject to Special Review. The parking requirements for Aspen Music Festival and School and Aspen Institute are met, and the parking for Aspen Center for Physics is addressed in the PD responses.

IMPACT FEES

Impact fees related to the development is required, pursuant to Chapter 26.610 and 26.620. These are acknowledged as being due as part of the permitting process.

TRASH AND RECYCLING REQUIREMENTS

Chapter 12 of the Municipal Code identifies the trash requirements for development. Exhibit A6 includes the responses to the size and locational requirements for each property.

Thank you for your review of the application. We look forward to working with the city through this process and are happy to answer any questions you may have.

Sincerely,



Jessica Garrow, FAICP
Design Workshop, Principal

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EXHIBIT A.1 PLANNED DEVELOPMENT REVIEW STANDARDS

PLANNED DEVELOPMENT REVIEW STANDARDS CRITERIA RESPONSE

As an existing Planned Development, an amendment to the previous approvals is required. This PD amendment includes a request to establish dimensional requirements for the new building and to permit the development of housing uses in the Academic zone district. Exhibit A1 includes responses to the relevant criteria.

All three proposals adhere to the project review standards for the site development, characteristics, design standards, planning, and accessibility. In order to enable each partner to complete planning and necessary fundraising, each organization is requesting the maximum ten years of vested rights that is permitted under the code. This is addressed in the PD Section and is consistent with the requirements identified in Chapter 26.308, Vested Property Rights, and 26.306.080, Development orders.

SEC. 26.445.050. PROJECT REVIEW STANDARDS.

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

(a) Compliance with Adopted Regulatory Plans. The proposed development complies with applicable adopted regulatory plans.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

There are no regulatory plans that are applicable to this project. While considered a guiding document in the city, the Aspen Area Community Plan (AACP) provides direction related to the development of affordable housing and includes a chapter called "Sustaining the Aspen Idea." The AACP focuses on the critical need of housing in our community, and the importance of the organizations that are the foundation of the Aspen Idea. This project supports many of the guiding policies within the AACP.

As part of the proposal, the Aspen Institute requests Vested Rights for ten years from the date of a development order. State statute grants a minimum of three years of vested rights for a Site Specific Development Plan. This is a significant project for the organization, and the longer period of vested rights will enable the Aspen Institute to address fundraising for the project.

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

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The site characteristics are documented in the Engineering Report by Sopris Engineering in Exhibit L. There are no natural hazards or characteristics that would make it unsuitable for the proposed development. There are no identifiable geological features on the site and is typical of the glacial fluvial outwash that most of Aspen is built on. The report details requirements related to the URMP. For the Aspen Institute, site grading for drainage is limited due to the building's location on an expanded parking garage. Runoff is anticipated to be piped around the building, providing opportunities for inlets to collect micro basins and treat them for water quality. Rather than running hundreds of additional feet of pipe and disturbing existing vegetation, the applicant anticipates installing a drywell to provide water quality treatment and also allow for a higher pipe overflow to daylight out into the open space. Detention is not anticipated for this site.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The site characteristics are documented in the Engineering Report by Sopris Engineering in Exhibit L. There are no natural hazards or characteristics that would make it unsuitable for the proposed development. There are no identifiable geological features on the site and is typical of the glacial fluvial outwash that most of Aspen is built on. The report details requirements related to the URMP. For the Aspen Music Festival and School, the existing detention pond will be reconfigured to accommodate new vehicular access and expanded parking to the north. The parking lot currently drains from south to north, which is maintained in the proposed design.

Collection points / swales along the north side of the parking lot are proposed, which will collect flows and move them north towards the relocated water quality and detention pond. This pond will be large enough to attenuate large storms so that the storms can be released at a predevelopment rate through the site to the north to daylight to the Roaring Fork River. The proposed detention pond will be a larger shallow basin in order to have a large volume but still allow walking trails to meander through the area. There is an existing irrigation pond that will be relocated separately from the detention area, but both will eventually daylight into the existing irrigation ditches running through the site. The detention pond will provide water quality as well as detention.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The site characteristics are documented in the Engineering Report by Sopris Engineering in Exhibit L. There are no natural hazards or characteristics that would make it unsuitable for the proposed development. There are no identifiable geological features on the site and is typical of the glacial fluvial outwash that most of Aspen is built on. The report details requirements related to the URMP. For the Aspen Center for Physics, the project is divided into two different areas, and stormwater will be address differently for each area.

Development on the northern portion of the property will drain to the north through existing swales, proposed swales and broad sloping areas. Pipes and inlets will be used to move water out of low points near the buildings where swales cannot accommodate the flow. Along the western side of the property, is one daylight point. Along the northern side of the property that borders the sage meadow is a long, narrow level spreader bar that will allow water to stage up and then evenly spill out across the existing landscape. This will provide water quality and a very broad discharge point. From both of these northern discharge points, stormwater will drain across acres of native vegetation, into existing swales, further north into shallow ponds and eventually to the daylight of the Roaring Fork River.

On the southern portion of the property, stormwater will be addressed through a proposed a pipe and drywell system that will detain water. The drywells will treat water quality and help attenuate the storms.

(c) Site Planning. The site plan is compatible with the context and visual character of the area. In meeting this standard, the following criteria shall be used:

(1) The site plan responds to the site's natural characteristics and physical constraints such as steep slopes, vegetation, waterways, and any natural or man-made hazards and allows development to blend in with or enhance said features.

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

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

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The site plan responds to the nature and character of the Aspen Institute campus. There are no significant hazards on the site and minimal existing vegetation or grade differences. The buildings have been sited to connect to an expanded parking garage and screened with landscaping to minimize visual impacts from adjacent areas of the campus. Photo renderings are provided in Exhibit K1.

All open space and conservation areas are honored to preserve the natural integrity of the campus. The development will include trail connections to the existing trail network at the old racetrack and to Amy's Meadow. The parcel includes two zone districts – all development is proposed in the portion located in the Academic (A) zone district, and there are no proposed improvements on the portion located in the Wildlife Preservation (WP) portion of the lot. Exhibit B2 includes an updated diagram with the existing and proposed trail easements. The applicant understands that additional discussion with AVLT is required to create the additional trail easement and connection over Amy's Meadow, and has begun these conversations should the city approve the proposed connection.

The proposed building is oriented to face Meadows Road and is designed to be consistent with the Bauhaus character of the campus. The building is setback from Meadows Road and is located entirely outside of existing conservation easements. The proposed garage expansion is sited in order to connect to existing garage's internal vehicular circulation and will have a 0 foot setback subgrade due to the curve in the lot line. In siting the building, views from Anderson Park and the adjacent open spaces were considered. The building is located where there are existing structures and tall fences that surround the tennis courts, such that it has a minimal impact on the views from Anderson Park. Trees will be planted around the building to reduce visibility from other areas on campus. Existing mechanical and engineering equipment will be moved to the proposed underground garage, removing this view from Meadows Road and the surrounding open space. Additionally, the there is adequate open area for snow storage, as shown in the Civil Plans in Exhibit I.

The proposed building reflects the overall Bauhaus character of the campus. An at-grade access point is located where one exists today. This provides emergency services access, trash pickup and allows tenants to use the at-grade parking spaces.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The site plan responds to the nature of the Aspen Music Festival and School. No significant hazards exist on the site, and there are minimal existing vegetation or grade differences.

All open space areas are honored to protect and preserve their characteristics and open feel. The project values and preserves open spaces and conservation areas to protect the natural integrity of the environment. There are two zone districts on the parcel – all development is proposed in the portion located in the Academic (A) zone district, and there are no proposed improvements on the portion located in the Open Space (OS) portion of the lot. All new development is being planned on the existing parking lot location in order to maintain the current open space, vegetation, and overall identity of the site. In order to maintain the existing 274 parking spaces, the parking area extends to the north, and an updated access point for buses is proposed from N 3rd St.

The proposed buildings are oriented to the corner of N 3rd Street and Gillespie Avenue and respond to the developed nature of the surrounding West End neighborhood. The buildings are setback from North 3rd Street and from Gillespie Avenue and are located entirely outside existing conservation easements. The buildings facing Gillespie Avenue will align with the grid layout of the adjacent streets. The existing ditch and irrigation pond will be reconfigured around the proposed parking and housing changes. Additionally, the there is adequate open area for snow storage, as shown in the Civil Plans in Exhibit I.

An updated new pedestrian connection is proposed along the western side of the site, connecting with the existing sidewalk at the Bayer Center. This is proposed to be dedicated as a public easement, as it will provide a connection to the reconfigured bus stop and We Cycle area. A new sidewalk is also proposed along Gillespie to provide pedestrian connectivity. This is proposed to jog along Gillespie and be soft surface in order to protect existing vegetation. New pedestrian connections within the housing area are also proposed for residents. A crosswalk is proposed at 4th street to provide a safer connection for pedestrians crossing Gillespie. These are shown in the Site Plans in Exhibit E2.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The site plan responds to the nature of the Aspen Center for Physics. No significant hazards exist on the site, and minimal existing vegetation or grade differences. There are two different development areas on the property, and each has been designed to be consistent with the development patterns in the area. Landscaping is proposed to help screen buildings from key views, and all buildings are limited to no more than two stories in height. The architectural character reflects the overall Bauhaus and post-war architectural character of the campus.

All proposed buildings are located entirely outside existing conservation easements. All open space and conservation areas are honored to protect and preserve all open spaces and conservation areas. There are two zone districts on the parcel – all development is proposed in the portion located in the Academic (A) zone district, and there are no proposed improvements on the portion located in Wildlife Preservation (WP) portion of the lot. A portion of the sage meadow, and an armillary sphere/sundial are located on the northern boundary of the Academic zone. The armillary sphere/sundial will be relocated to the east to ensure it can continue to function and to preserve its open location on the campus. The proposed buildings are LEED-certified, all-electric structures designed to blend in with existing and new trees and vegetation, and no major neighborhood view lines will be impacted.

The proposed buildings along W North Street are setback from the property line. These buildings are located in an area with significant vegetation, much of which is in decline or dead. As part of the development, existing vegetation that is healthy will be preserved as possible and new vegetation will be added to screen the buildings and replace what is removed. An informal path exists along the south property line, and there is a trail easement that runs through the existing Smart Hall. Based on the DRC comments and meeting, the existing non-functional easement will be removed and the existing informal path will be formalizes and moved slightly to the south as a sidewalk and upgraded to meet city standards for walking paths / sidewalks. As discussed with the Engineering and Parks Departments, this is intended to be a soft surface trail and will create a pedestrian connection along North Street, up 6th Street and connect to the existing sidewalk at the Bayer Center on Gillespie. The existing trail that runs along the western property line will be reconfigured to ensure continued access to the north. The existing ditch along W North Street will also be reconfigured to maximize flow capacity and integrated with the proposed housing development. These trails are further illustrated in Exhibit E3. Street parking will be maintained, as required by the Engineering Guidelines.

On the northern portion of the site, the existing Bethe Hall building will be removed. The building will be replaced with Essential Public Facility space and a dorm unit. Other buildings in this area of the site will contain academic housing units. This area of the development is accessed through walking paths and cars will not be permitted to come back, preserving the serene character of the interior of the campus. Fire access is provided on permeable pavers, as required by code. Additionally, the there is adequate open area for snow storage, as shown in the Civil Plans in Exhibit I.

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

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

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

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

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

RESPONSE TO CRITERIA – ASPEN INSTITUTE

As part of this PD Amendment, dimensions for the new development are proposed. These are identified in Table 13. Buildings will not exceed two stories and are capped at 25 feet.

The building placement and design are intended to blend with the neighborhood character and align with the grid in the West End. All proposed architecture and materials are a nod to the Bauhaus style of buildings towards the northern area of the site.

The proposal includes an expansion of the subgrade garage and new surface parking spaces. A total of 124 spaces will be on the site (119 in the expanded subgrade garage and 5 spaces at grade). Six of the proposed garage parking spaces include EV charging stations and one accessible parking space at grade.

Table 13: Aspen Institute Architectural Summary

Unit Type	Unit Count	Bedrooms
1 BR	2	2
2 BR	9	18
3 BR	2	6
UNIT TOTALS:	13 units	29.75 FTE's
Unit Net Livable	12,425 sq ft	
# Of Parking Spaces	29 total parking spaces. 13 housing unit parking spaces, 16 essential public facility parking spaces	
# of Existing Parking Spaces	99 sub-grade parking spaces. Keeping 95 spaces (Proposing to remove 2 compact and 2 standard spaces)	
Total Floor Area	17,299 sq ft (421 sq ft Essential Public Facility; 16,223 sq ft Housing Units; 655 sq ft Non-Unit)	
Total Net Area	22,911 sq ft (15,535 in Housing Units and Common Spaces; 7,376 Essential Public Facility Space)	
Total Deck Area	446 sq ft	
Height	23 feet 6 inches; mechanical and skylights to comply with calculation methodology of 26.575.020	
Setbacks	North (measured from existing tennis courts to remain): 25 ft East (measured from Conservation Easement): 5 ft South (measured from Conservation Easement): 5 ft West (Meadows Road): 10 ft (0 ft for sub grade garage)	

Space for 24 golf carts within the expanded sub-grade garage is proposed. Golf carts are critical to the Aspen Institute's overall operations, allowing staff and guests to move throughout the property. 12 Golf carts are currently staged by the Boettcher building, Engineering Department as well as the Walter Isaacson Center. They are often parked throughout the campus and not in existing parking areas. This will result in a net increase in spaces and help clean up the visual impact. Twenty-four new golf cart spaces are also included in the expanded garage, enabling the existing fleet to be located in the garage. (These are in addition to the 124 standard vehicle parking spaces).

The code requires a minimum of one parking space per dwelling unit. There are 13 proposed housing units, and 13 of the parking spaces will be reserved for residential use. The remaining parking spaces are proposed for the Essential Public Facility space and overall Aspen Institute needs. Bike storage for residents is also proposed.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

As part of this PD Amendment, dimensions for the new development are proposed. These are identified in Table 14. Buildings are proposed to be 25 feet 8 inches at their heightst point, below the Academic zone district height of 28 feet. All buidlings are one or two stories.

Table 14: Aspen Music Festival and School Architectural Summary

Unit Type	Unit Count	Bedrooms
STUDIO	2	2
1 BR	8	8
2 BR	2	4
3 BR	1	3
UNIT TOTALS:	13 units	24 FTE's
Unit Net Livable	11,277	
# of Existing Parking Spaces	274 existing parking spaces to remain and be reconfigured.	
Total Floor Area	12,168.4 sq ft (7,000 sq ft in two buildings; 3,034 sq ft in one building; 2,134.4 sq ft in one building)	
Total Net Area	11,367 sq ft in Housing Units and Common Spaces; 1,148 sq ft decks and 391 sq ft patio associated with Housing Units; 424 sq ft garage associated with one unit	
Height	28 feet, mechanical and skylights to comply with calculation methodology of 26.575.020	
Setbacks	North (measured from Open Space Boundary): 50 ft South (Gillespie Ave): 10 ft East (measured from N 3rd): 10 ft West (measured from parallel parking spaces to remain): 22 ft	

The placement of the buildings has been updated to better reflect the pattern of the West End neighborhood. Four new buildings are proposed to front along Gillespie Avenue. These are placed parallel to the street, as required by the Residential Design Standards. Four buildings are also located on the interior of the site, parallel to the new access point from 4th Street. Along N 3rd Street, the three-bedroom unit is placed and designed to blend with the neighborhood's more curvilinear character along that street. All proposed architecture and materials are a nod to the original neighborhoods to the east and south of the site, as well as the Bauhaus character of the overall campus.

The proposal includes a reconfiguration of the existing 274 space parking lot, and the addition of 15 new parking spaces for the housing units. Updated circulation in the parking lot is proposed. A bus access loop is proposed from N 3rd Street looping around the parking lot, and existing onto Gillespie Street. This is consistent with the current configuration. Access to the reconfigured parking area is aligned with intersections at N 4th and n 5th Streets.

The code requires a minimum of one parking space per dwelling unit. There are 13 proposed housing units, and 15 of the parking spaces will be reserved for residential use, meeting the requirement. Bike parking for residents is also proposed. Additionally, residents can access the cross-town shuttle from the AMFS campus, nearby public transit, a WE-cycle station, other transportation options, and pedestrian access facilities.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

As part of this PD Amendment, dimensions for the new development are proposed. These are identified in Table 15. Buildings will not exceed two stories and are capped at 28 feet.

The buildings' placement and design have been chosen to blend with the neighborhood's unique character along West North Street and to align with the grid in the vibrant West End that is an integral part of the original town site. All proposed architecture and materials are a nod to the Bauhaus style the overall campus.

The existing use pattern at the Aspen Center for Physics relies primarily on alternative means of transportation. The Center maintains a fleet of 150 bikes for use by program participants, as most scientists do not arrive with a car. In the living memory of staff, faculty, and program participants, the existing 20-space parking garage has never overflowed. It has always been able to accommodate the vehicular needs of the Center because of the ethos and strong preference for alternative modes of transportation shared by visiting scientists. The additional housing units will provide housing options for visiting physicists to stay on campus and reduce existing trips into Aspen for participants previously forced to stay in Snowmass and further down valley. This will decrease today's demand for parking on campus.

Table 15: Aspen Center for Physics Architectural Summary

Unit Type	**Unit Count**	**Bedrooms**
STUDIO	11	11
1 BR	6	6
2 BR	8	16
3 BR	8	24
SHARED	1	6
UNIT TOTALS:	34 units	72.75 FTE's
Unit Net Livable	23,072	
# of New Parking Spaces	6 parking spaces, 2 per unit, along West North Street	
# of Existing Parking Spaces	20 existing parking spaces to be reconfigured.	
Total Floor Area	31,567.8 sq ft (21,3327.9 in northern Academic Housing Units; 7,107 sq ft in southern Academic Housing units along North Street; 3,132.9 sq ft Essential Public Facility Space)	
Total Net Area	23,072 sq ft Academic Housing space in 8 buildings; 3,891 sq ft Essential Public Facility Space; 5.456 sq ft deck; 396 sq ft patios; 1,050 sq ft garage in 3 buildings	
Height	28 feet, mechanical and skylights to comply with calculation methodology of 26.575.020	
Setbacks	North (Measured from wildlife preservation zone): 10 ft South: 10 ft East: 10 ft West: 10 ft	

In recognition of the existing, historic, and anticipated use of the property, limited parking is proposed. Six new parking spaces are proposed with the units located along North Street. The existing parking area will be reconfigured to enable emergency access to the entire property, trash pick up, and more efficient parking of vehicles. No new parking spaces are proposed for the units located north of Stranahan Hall. Instead, robust transportation management tools are proposed. They include limiting the ability of participants to bring cars to campus, prohibiting them from ever parking in the neighborhood, maintaining ACP's large (150) existing bicycle fleet, adding a new fleet of electric bicycles with baskets, adding 2 new shared electric vehicles for those staying on campus, providing a daily food truck serving on-campus meals, and improving the walking paths on the south portion of campus. Residents will also have access to nearby public transit, other transportation options, and pedestrian access facilities. Transportation mitigation measures are further addressed in the TIA (Exhibit M) and in the DRC responses (Exhibit V).

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

(1) The design complies with applicable design standards, including those outlined in Chapter 26.410, Residential Design Standards, Chapter 26.412, Commercial Design Standards, and Chapter 26.415, Historic Preservation.

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

RESPONSE TO CRITERIA – ASPEN INSTITUTE

As a multi-family building, the project is subject to the requirements of the Residential Design Standards. These standards are addressed in Exhibit H1. In addition, the Architectural Plans illustrate consistency with the design standards. Materials are anticipated to be finalized as part of the Detail Review but are intended to be compatible with the context and site-specific conditions. The architecture is a modern building but reflects the Bauhaus style seen throughout the campus.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

As a multi-family project, the project is subject to the requirements of the Residential Design Standards. These standards are addressed in Exhibit H2. In addition, the Architectural Plans illustrate consistency with the design standards. Materials are anticipated to be finalized as part of the Detail Review but are intended to be compatible with the context and site-specific conditions. The architecture massing reflects the west end character and are oriented to the street, consistent with the existing West End neighborhood pattern. The buildings include porches and have entries to minimize snow and ice build-up at entrances.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

As a multi-family building, the project is subject to the requirements of the Residential Design Standards. These standards are addressed in Exhibit H3. In addition, the Architectural Plans illustrate consistency with the design standards. Materials are anticipated to be finalized as part of the Detail Review but are intended to be compatible with the context and site-specific conditions. Buildings along North Street are placed to reflect the existing character of the West End neighborhood. Buildings in the northern portion of the site are designed to be consistent with the campus character.

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

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The project includes a number of parking and transportation improvements to the site. As part of a previous approval, the City required improvements to Meadows Road. These improvements were completed and will remain, including parking permitted along the eastern side of Meadows Road, a WE Cycle station (three currently exist on campus at the Walter Isaacson Center, the Paepcke parking lot, and the Resnick Center for Herbert Bayer Studies), and speed humps on Meadows Road. All of these improvements will remain in place.

New improvements will include trail connections, new sidewalks, crosswalks, signage, lighting, and landscaping on the housing site. A trail will be added to connect residents and visitors with the Racetrack trail behind the building. A crosswalk to the existing Meadows Trail across Meadows Road is anticipated. These are shown in the Site Plans (Exhibit E1).

As part of this project, the underground parking garage will be extended to increase the overall parking available. The underground parking garage currently includes 99 total parking spaces - five are accessible, 18 compact and 76 standard spaces. In addition, there are four electric vehicle spaces. The garage expansion will include 24 new parking spaces and approximately nine new golf cart spaces. Electric Vehicle (EV) charging

spaces are also anticipated in the garage. This expansion will bring the total parking garage counts to include 123 parking spaces and approximately 13 golf cart spaces.

The bike storage for residents will be located in the subgrade garage and a bike rack is proposed at the northeast corner of the site, providing easy and secure access to the bikes. The applicant team is in ongoing conversations with WE-cycle about the potential to incorporate improvements to the service and number of WE-cycle bikes available on campus. The applicant is committed to continuing those conversations as part of the review process.

There are two existing curb cuts from Meadows Road, which will be maintained. The existing access to the above grade maintenance and storage areas will be maintained and will provide emergency services access, trash pick up, and the five surface parking spaces. The existing ramp to the parking garage will also be maintained.

The project is subject to a Level 1 TIA, which has been provided in Exhibit M. Responses to the Transportation Department's DRC comments are included in Exhibit V. In addition, parking is required for the units pursuant to Chapter 26.525. Table 16 outlines the parking and transportation requirements and proposal. A key aspect of this proposal is providing an opportunity for Aspen Institute employees to live near their jobs, eliminating

Table 16: Aspen Institute Applicable Parking Requirements

	Requirement	Units	Proposal
Multi-Family Unit	1 space per dwelling unit (Min) - 1.25 spaces per dwelling unit (Max) (13 spaces – 16.25 spaces)	13 units	13 spaces
Essential Public Facility Space	Established by Special Review	6,141 sq ft	12 spaces
Parking Provision	On-site and off-site permitted; 40% may be provided as Cash-In-Lieu; 1 additional TIA credit may be used		All on-site
Trips Generated (See also Exhibit M)	Per TIA		13.1 Trips
Trips Mitigated (See also Exhibit M)	Per TIA		20.54 Trips

significant commutes and reducing the traffic impacts at the entrance to Aspen and throughout town. The code requires 13 parking spaces for the proposed housing development, and a Special Review for the additional Essential Public Facility Space. This is addressed in the applicable review criteria, but the applicant believes the proposed parking is more than sufficient for the proposed uses.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The project is subject to a Level 1 TIA, which has been provided in Exhibit M. Responses to the Transportation Department's DRC comments are included in Exhibit V. In addition, parking is required for the units pursuant to Chapter 26.525. Table 17 outlines the parking and transportation requirements and proposal.

A key aspect of this proposal is providing an opportunity for Aspen Music Festival and School employees to live near their jobs, eliminating significant commutes and reducing the traffic impacts at the entrance to Aspen and throughout town. Currently, approximately 21 year-round staff members commute into Aspen from Woody Creek all the way to Palisade. The addition of this housing will significantly reduce the amount of overall trips coming into Aspen. The code requires 13 parking spaces for the proposed housing development and 15 spaces are proposed.

The existing gravel parking lot will be reconfigured to maximize parking efficiency. A new dedicated public access easement is proposed for the sidewalk along the western portion of the site, which provides access from the Bayer Center to the updated bus stop and connects with existing paths to the Music Tent and beyond. An updated sidewalk connection is proposed along Gillespie. This will be soft surface to help protect

Table 17: Aspen Music Festival and School Applicable Parking Requirements		
	Requirement	**Proposal**
Multi-Family Unit	1 space per dwelling unit (Min) - 1.25 spaces per dwelling unit (Max) (13 spaces – 16.25 spaces)	15 spaces
Existing Lot	274 spaces required from previous approvals	274 spaces
Parking Provision	On-site and off-site permitted; 40% may be provided as Cash-In- Lieu; 1 additional TIA credit may be used	All on-site
Trips Generated (See also Exhibit M)	Per TIA	11.6 Trips
Trips Mitigated (See also Exhibit M)	Per TIA	65.28 Trips

the existing trees that line this street. Finally, a new pathway will connect pedestrians crossing Gillespie from 4th street. This will replace the former path through the parking lot, and an allay of trees will be planted to provide shade and maintain the campus style. New internal paths for the housing residents are provided to ensure they have multiple access points to their parking, trash, and bike storage area. Additional access to shuttle services and bus routes including a bus lane is proposed for the improved parking lot.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The project is subject to a Level 1 TIA, which has been provided in Exhibit M. The transportation and parking proposal for the Physics site is intended to reflect the historic and anticipated transportation patterns. Table 18 identifies the proposed parking and transportation provisions for the project.

Access to historical trails will be preserved, including the path to the racetrack and the trails in Amy's Meadow. The parking lot will be upgraded with lined parking spaces to meet current city standards. The housing units on the north side of campus will not allow adjacent parking. The Aspen Center for Physics presently has a fleet of 150 bicycles available for free to physicists. ACP will add a new fleet of shared electric bicycles with grocery baskets and two shared electric vehicles for those in on-site housing for limited, unavoidable car trips. Additionally, ACP is open to joining the Car to Go Program and participating in additional upgrades to the WE-cycle system. The applicant team has been in communication with staff from WE-cycle and the Transportation Department and anticipates continued coordination regarding the most appropriate multi-modal transportation methods for the project during the review process.

For over sixty-years, ACP program participants have been housed in condominiums, apartments, and homes throughout Aspen. From 1962 until 2019, all Aspen Center for Physics participants were housed throughout the Aspen community. In the past few years, since the COVID-19 pandemic, participants have also been housed in Snowmass and further down valley due to an inability to rent housing in Aspen. In 2023, 35% of the participants were housed in Snowmass, equating to 557-bedroom weeks. In 2022 when there was reduced programming, 33% of the participants were housed in Snowmass, equating to 458-bedroom weeks.

The Aspen Center for Physics houses an average of 83 scientist participants each week in the summer. Some come alone, some come with partners, and some come with families. Most participants prefer to use bicycles while staying in Aspen and participating in the programming. This has become more difficult for participants who are now required to commute from Snowmass and further down valley. Since needing to provide housing outside of Aspen, the Aspen Center for Physics has run a shuttle to help move physicists efficiently to and from the campus while also minimizing the impacts of increased vehicular traffic from down valley to the West End.

Nonetheless, the relocation of 30-40% of participant bedrooms to Snowmass Village in recent years has resulted in more traffic on Highway 82, more vehicle trips across the West End, and more daily use of parking spaces in the ACP lot, although it has never overflowed into the neighborhood. Housing physicists on campus

will eliminate the need for Snowmass Village rentals and result in lower on-campus parking demand and reduced traffic into and through town, thereby reducing Greenhouse Gas emissions.

In the living memory of all the physicist staff, participants, and Board members, the existing 20 parking spaces have been more than sufficient to meet the demand for parking on campus. There were more empty parking spaces available prior to the COVID-19 pandemic, but even post-pandemic although the parking area is full more often, the existing spaces still accommodate the physicist parking demand. Physicists enjoy using the existing bike fleet of 150 bikes that are available for all visiting scientists and their families. Participants and their families also use the existing RFTA and City bus line options. These options will remain in place as part of this proposal. In addition, the Center will augment the bicycle fleet with at least five e-bikes equipped with baskets suitable for grocery shopping. The Center will also provide two shared electric vehicles available to those in on-site housing for limited, unavoidable car trips.

ACP's parking management plan strictly limits the number of physicist cars allowed to park on campus and prohibits them from ever parking on neighborhood streets. This policy has worked successfully for six decades. Parking demand will drop further when visiting physicists are able to stay on campus instead of driving to and from campus each day from somewhere else.

Table 18: Aspen Center for Physics Applicable Parking Requirements

	Requirement	Proposal
Multi-Family Unit	1 space per dwelling unit (Min) - 1.25 spaces per dwelling unit (Max) (31 spaces – 38.75 spaces)	6; plus 2 shared EV golf carts
Essential Public Facility Space	Established by Special Review	20 parking lot spaces to be reconfigured
Parking Provision	On-site and off-site permitted; 40% may be provided as Cash-In-Lieu; 1 additional TIA credit may be used	6 on-site, plus 2 shared EV golf carts; remaining mitigated through TDM and MMLOS Measures in the PD Review
Trips Generated (See also Exhibit M)	Per TIA	30.3 Trips
Trips Mitigated (See also Exhibit M)	Per TIA	40.1 Trips

The ACP Transportation Management Plan will provide ACP participants with detailed information on and strong incentives to use the Aspen Cross Town Shuttle, other free city shuttles, the Aspen Downtowner, free RFTA bus routes, ACP's bikeshare program, and other non-automotive resources. The creation of housing on-site, therefore, will actually decrease the parking required for participants and will reduce traffic impacts by taking cars off of Highway 82 and neighborhood streets.

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

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

Engineering design standards have been followed. See Exhibit I for the Engineering Plans and Exhibit L for the Engineering Report. The report has been updated to address comments from DRC.

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

RESPONSE TO CRITERIA – ASPEN INSTITUTE

These requirements are acknowledged. The Engineering Report completed by Sopris Engineering identifies how utility infrastructure will be completed. This is located in Exhibit L.

In addition, the underground parking garage will be enlarged and can accommodate additional vehicles beyond the street parking available on Meadows Road.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

These requirements are acknowledged. The Engineering Report completed by Sopris Engineering identifies how utility infrastructure will be completed. This is located in Exhibit L.

In addition, the existing parking lot will be reconfigured to maximize parking efficiency while maintaining the existing 274 parking spaces. A designated bus lane and shuttle and bus pickup/drop-off stations are proposed to keep these vehicles separate from general car traffic in the parking lot.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

These requirements are acknowledged. The Engineering Report completed by Sopris Engineering identifies how utility infrastructure will be completed. This is located in Exhibit L.

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

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The proposed development is accessed from the public section of Meadows Road. The proposed site and development have been carefully planned to optimize vehicle access and pedestrian circulation to the building and the expanded parking garage. The proposed development has public and emergency access.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The proposed development includes public access to Gillespie Road and North 3rd Street. The buildings will have vehicle access from the public road and pedestrian pathways throughout the site. The parking lot will have two entry points from Gillespie Road and one from North 3rd Street. Additionally, the parking lot will include improved public transportation circulation with the addition of a bus lane.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

All the development can be accessed from the public road. N Sixth Street provides vehicles, bikes, and pedestrian access to the property. A 16-foot fire truck lane is planned to the east of Stranahan Hall to ensure emergency access is maintained to the northern units. The existing and proposed trails and pathways will facilitate movement to and from the buildings located across the site. The three buildings access from W North Street have access from the road and can connect to the proposed pathways to the north.

SEC. 26.445.060. USE VARIATION STANDARDS.

A development application may request variations in the allowed uses permitted in the zone district. The burden shall rest upon an applicant to show the reasonableness of the request and its conformity to the standards and procedures of this Chapter and this Title. The permitted and conditional uses allowed on the property according to its zoning shall be used as a guide, but not an absolute limitation, to the land uses which may be considered during the review. Any use variation allowed shall be specified in the ordinance granting Project Review approval. In the review of a development application for a Project Review, the Planning and Zoning Commission or the Historic Preservation Commission, as applicable, and City Council shall consider the following standards related to Use Variations:

(a) The proposed use variation is compatible with the character of existing and planned land uses in the project and surrounding area. In meeting this standard, consideration shall be given to the existence of similar uses in the immediate vicinity, as well as how the proposed uses may enhance the project or immediate vicinity.

(b) The proposed use variation is effectively incorporated into the project's overall mix of uses. In meeting this standard, consideration shall be given to how the proposed uses within a project will interact and support one another.

(c) The location, size, design, and operating characteristics of the proposed use variation minimizes adverse effects on the neighborhood and surrounding properties.

(d) The proposed use variation complies with applicable adopted regulatory plans.

GENERAL RESPONSE TO CRITERIA – ALL ORGANIZATIONS

The Academic Zone district currently allows dormitory housing as a conditional use. While the standards are similar to the proposed plans, the dormitory units do not fully meet the housing needs of the organizations. Therefore, a use variation is requested for studio, one-, two-, and three-bedroom affordable housing units. The three organizations are requesting a use variation to offer multi-family rental deed-restricted housing to address their critical housing needs.

The immediate vicinity includes a mix of single-family, duplex, and multi-family zoning and development. The provision of housing to support the academic mission of the organizations is anticipated in the Academic Zone District, and the proposal is consistent with this anticipated use.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The Aspen Institute organization plans to provide new housing for full-time staff, part-time staff, interns, and visa students at the Aspen Institute. This initiative aims to contribute to overall sustainability, attract and retain talented staff, and continue to offer innovative programs and support services to visitors and the community. Housing these individuals will contribute to overall sustainability, help attract and retain talented staff and offer groundbreaking programs and support services to visitors and the community.

The proposed housing is located across the street from property in the Multi-Family (RMF) Zone District, and to the south of the multi-family Trustee Townhomes. The proposed affordable housing use is consistent with the land uses in the immediate area, and will enhance the overall functionality of the Aspen Institute by enabling people who work on campus to live there, reducing overall traffic impacts from a commuting workforce. This proposal is critical to ensure the organization's ability to recruit and retain highly qualified staff into the future.

The proposed location of the housing is conveniently located off of Meadows Road and provides parking and transportation improvements to ensure safe and efficient access for residents of the units. While there are no regulatory plans that apply to this property, the provision of affordable housing throughout the City of Aspen is called for in the Aspen Area Community Plan (AACP). The AACP also includes a chapter called "Sustaining the Aspen Idea" which highlights the importance of the organizations that contribute to our community's history as thought leaders in a variety of fields. This housing begins to fulfill these goals in the AACP.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The Aspen Music Festival and School housing plan is to accommodate full-time staff, seasonal staff, visiting musicians, and students. Housing these individuals will contribute to the organization's sustainability, help attract and retain talented staff, and support the diverse programming to benefit the community and best serve the Aspen Music Festival and School mission.

The main priority is to provide housing for year-round staff in the proposed units. The Aspen Music Festival and School currently employs 36 year-round staff, 12 of whom live elsewhere during the winter and come to Aspen only in the summer. Three of the remaining staff live in Aspen, and the other 21 live from Woody Creek to Palisade. With the development of this housing, the Aspen Music Festival and School aims to bring more staff back to the area and reduce commuting for those who currently live locally. Additional uses for the units include summer staff. Currently, the organization accommodates roughly 100 summer staff in various lodgings in Aspen and Snowmass. The main objective is to move staff from Snowmass to shorten their daily commutes and place them closer to their work sites. Additionally, the housing challenge has severely restricted the ability to recruit staff in recent years, as rental rates and home prices are prohibitive even for the most senior staff.

The proposed housing is located on the eastern portion of the parcel, at the intersection of Gillespie and N 3rd Streets. The units are designed to be consistent with the character of the campus and the adjacent residential land uses. These are also consistent with the overall development within the area. It's important to note that within the R-6 and R-15 zone districts, which are immediately to the south and east of this parcel, a four-plex of fully deed restricted units are allowed. This proposal is consistent with the intent of those allowances.

The proposed location of the housing is conveniently located off of existing public roads and provides transportation improvements to ensure safe and efficient access for residents of the units, while maintaining safe access for patrons using the parking lot for events. The housing will not use any of the 274 parking spaces in the reconfigured parking lot. While there are no regulatory plans that apply to this property, the provision of affordable housing throughout the City of Aspen is called for in the Aspen Area Community Plan (AACP). The AACP also includes a chapter called "Sustaining the Aspen Idea" which highlights the importance of the organizations that contribute to our community's history as thought leaders in a variety of fields. This housing begins to fulfill these goals in the AACP.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The Aspen Center for Physics housing plan is to ensure the survival of the Physics Center and its mission, a vital component of the Aspen Idea since 1962. The plan will provide deed-restricted housing for visiting physicists while reducing the impact of activities on the neighborhood and the environment, enabling the Center to continue nurturing cutting-edge research in physics and spawning breakthrough discoveries about the universe. The new buildings on the ACP Campus are designated for academic housing. They will accommodate ACP participants for 16 continuous summer weeks and eight non-consecutive winter weeks.

The Aspen Center for Physics faces housing challenges for visiting physicists due to increased costs and limited availability. To address this, the organization aims to relocate physicist housing to its campus to reduce

environmental impact and parking demand. This move is crucial to ensure the participation of early-career scientists and underrepresented groups in Science, Technology, Engineering, and Math (STEM) fields. Over 550 physicists visit Aspen for stays ranging from 1 to 5 weeks during the summer, with an average of 80 physicists present each week. Additionally, over 500 physicists attend eight one-week conferences in Aspen every winter. The proposal aims to relocate physicist housing from various rental locations to our campus to reduce highway trips, parking demand, and environmental impact.

The proposed on-campus housing plan includes 31 units with 66 beds, accommodating 50-70% of participants in the summer and providing academic housing for most participants during the winter. These units will be exclusively for short-term scientific visitors, occupied for about six months each year, and will not be available for rent or sale on the open market.

The Academic Zone district currently allows dormitory housing as a conditional use. One shared dormitory space is proposed in one of the buildings on the Aspen Center of Physics. This is proposed to include six bedrooms and will be located above the reconstructed Essential Public Facility space. The building is interior to the site and supports the academic mission of the organization, and the Academic (A) Zone District. The proposed housing will be used exclusively for visiting physicists to conduct research and discuss theory, contributing directly to the preservation of land for education and cultural activities. The proposed dormitory use is directly related to and supportive of the primary academic and non-profit uses that exist on site.

The proposed housing is located in two areas of the Center's parcel – along the southern property boundary on North Street and interior to the lot, north of Stranahan Hall. The units located along North Street include a three-bedroom unit and a studio unit. These are designed to function like a single-family home with an Accessory Dwelling Unit (ADU), which is consistent with the existing uses in the neighborhood. The units located on the northern portion of the parcel are designed to be consistent with the character of the campus. These are also consistent with the overall development within the area. It's important to note that within the R-6 zone district, which is immediately to the south of this parcel, a four-plex of fully deed restricted units are allowed. This proposal is consistent with the intent of those allowances.

The proposed location of the housing is conveniently located off of existing public roads and provides transportation improvements to ensure safe and efficient access for residents of the units. While there are no regulatory plans that apply to this property, the provision of affordable housing throughout the City of Aspen is called for in the Aspen Area Community Plan (AACP). The AACP also includes a chapter called "Sustaining the Aspen Idea" which highlights the importance of the organizations that contribute to our community's history as thought leaders in a variety of fields. This housing begins to fulfill these goals in the AACP.

Just as today—using parking permits and a variety of physicist incentives and disincentives—ACP will manage its parking lot to ensure that the lot never overflows from physicist parking. No physicist parking will be allowed on neighborhood streets.

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EXHIBIT A.2 RESIDENTIAL DESIGN STANDARDS

RESIDENTIAL DESIGN STANDARDS CRITERIA RESPONSE

Each of the buildings is considered multi-family development, and therefore subject to Residential Design Standards Section 26.410.040, Multi-family standards. Exhibit A2 includes responses to the relevant criteria.

SEC. 26.410.040. MULTI-FAMILY STANDARDS.

(b) Design standards.

(1) Building Orientation (Flexible).

a. Applicability. This standard shall apply to all lots except:

1. Lots with a required front yard setback of at least ten (10) vertical feet above or below street grade.

b. Intent. This standard seeks to establish a relationship between buildings and streets to create an engaging streetscape and discourage the isolation of homes from the surrounding neighborhood. The placement of buildings should seek to frame street edges physically or visually. Buildings should be oriented in a manner such that they are a component of the streetscape, which consists of the street itself and the buildings that surround it. Building orientation should provide a sense of interest and promote interaction between buildings and passersby. Building orientation is important in all areas of the city, but is particularly important in the Infill Area where there is a strong pattern of buildings that are parallel to the street. Designs should prioritize the visibility of the front façade from the street by designing the majority of the front façade to be parallel to the street or prominently visible from the street. Front facades, porches, driveways, windows, and doors can all be designed to have a strong and direct relationship to the street.

c. Standard. The front façade of a building shall be oriented to face the street on which it is located.

d. Options. Fulfilling one of the following options shall satisfy this standard:

1. Strong Orientation Requirement. The front façade of a building shall be parallel to the street. On a corner lot, both street-facing façades of a building shall be parallel to each street. See Figure 7.

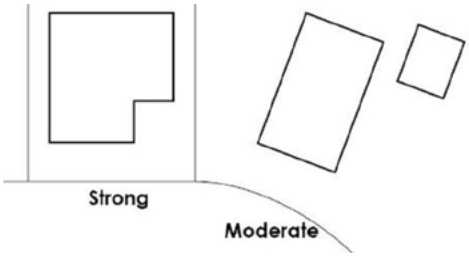

Figure 7: Building Orientation

2. Moderate Orientation Requirement. The front façade of a building shall face the street. On a corner lot, one street-facing façade shall face each intersecting street.

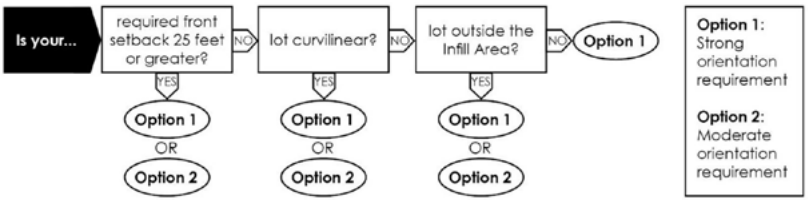

Figure 8: Building Orientation Characteristics

The availability of these options shall be determined according to the following lot characteristics (Figure 8):

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The Aspen Institute site complies with the residential design standards for the Building Orientation. The site includes one residential building with thirteen multi-family units, surface parking spaces, and a below-grade parking garage. The front façade parallels Meadows Road with a strong orientation to the street. Additionally, the orientation follows the flow of the existing tennis courts. Entry to the proposed units is visible from Meadows Road, which has access to the parking lot, underground parking garage entrance, and the existing

tennis courts. The building is designed to have a strong and direct relationship to the street. This can be seen in Exhibit H1.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The design of the Aspen Music Festival and School is largely influenced by the traditional neighborhood grid of the West End, as well as the original curvilinear neighborhood located to the east. The architects have intentionally aligned the design to each of these contexts, creating a sense of coherence and harmony with the surrounding neighborhood.

The updated design includes a total of nine buildings. Four are located along Gillespie Avenue, four are located along the new access point from N 4th Street, and one is located adjacent to N 3rd Street. As part of the PD process, flexibility to this standard for one of the nine buildings is requested. The request is for the northern-most building, accessed off of North 3rd Street. It adheres to the General Intent Residential Design Standards under section Sec. 26.410.010.a.1-3 Connect to the Street, Respond to Neighboring Properties and Reflect Traditional Building Scale. Specifically:

- This building is accessed from the updated site access point from North 3rd Street, and has a strong orientation to this access area.
- The design reflects the scale and orientation of the R-15 properties that are immediately to the east.
- The overall building scale is consistent with the area. It is limited to two-stories in height and includes traditional residential building features, including porches.

The remaining eight buildings comply with the strong orientation requirements. These all comply with the strong orientation, and the other does not have a street-facing façade and is not parallel to the street. The buildings are intended to reflect the neighborhood feel and architecture. This can be seen in Exhibit H2.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The Aspen Center Physics is committed to upholding residential design standards for both of its housing locations. The three buildings situated on North Street are carefully aligned with the grid that is an integral part of the original town site, fostering a sense of connection with the local history. The architectural design and layout of these buildings are specifically intended to replicate the ambiance and character of a traditional West End single-family home. The Aspen Center Physics adheres to residential design standards for both of its housing locations. These buildings are designed to evoke the feeling of a West End single-family home, further enhancing the connection to the local history. The five buildings on the North campus are designed to mirror the surrounding Aspen environment with their northern orientation, massing, and materials.

The Aspen Center for Physics site complies with the residential design standards for the Building Orientation. The site includes eight buildings with multi-family housing units. On the south portion of the property, the three of the buildings have a strong orientation to W North Street with the front façade parallel to the street. The other five buildings are on the North Campus and not situated along a public street. The buildings are accessed by pedestrian paths and cannot be seen from the street but are oriented to the street grid. This can be seen in Exhibit H3.

(2) Garage Access (Non-flexible).

a. Applicability. This standard is required for all lots that have vehicular access from an alley or private street.

b.Intent. This standard seeks to minimize potential conflicts between pedestrians and vehicles by concentrating parking along alleys and away from the street where pedestrian activity is highest. This standard also seeks to minimize the visibility of plain, opaque and unarticulated garage doors from streets by placing them in alleys wherever possible. Properties with alleys shall utilize the alley as an opportunity to place the garage in a location that is subordinate to the principal building, further highlighting the primary building from the street. This standard is important for any property where an alley is available, which is most common in the Infill Area.

c. Standard. A multi-family building that has access from an alley or private street shall be required to access parking, garages and carports from the alley or private street. See Figure 9.

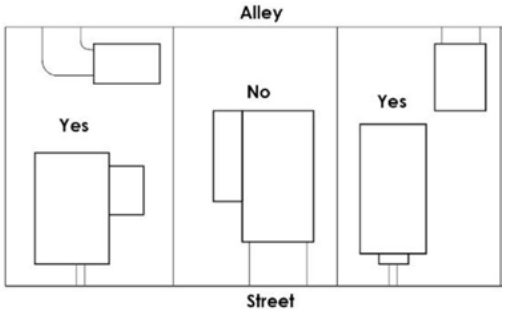

Figure 9: Garage Access Standard

RESPONSE TO CRITERIA – ASPEN INSTITUTE

This criterion is not applicable, as there is no private street or alley on the property.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

This criterion is not applicable, as there is no private street or alley on the property.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

This criterion is not applicable, as there is no private street or alley on the property.

(3) Garage Placement (Non-flexible).

a.Applicability. This standard is required for all lots that do not have vehicular access from an alley or private street.

b.Intent. This standard seeks to prevent large expanses of unarticulated facades close to the street and ensure garages are subordinate to the principal building for properties that feature driveway and garage access directly from the street. Buildings should seek to locate garages behind principal buildings so that the front façade of the principal building is highlighted. Where locating the garage behind the front façade of the principal building is not feasible or required, designs should minimize the presence of garage doors as viewed from the street. This standard is important in all areas of the city where alley access is not an option.

c.Standard. The front of a garage or the front-most supporting column of a carport shall be set back at least ten (10) feet further from the street than the front façade of the principal building. See Figure 10.

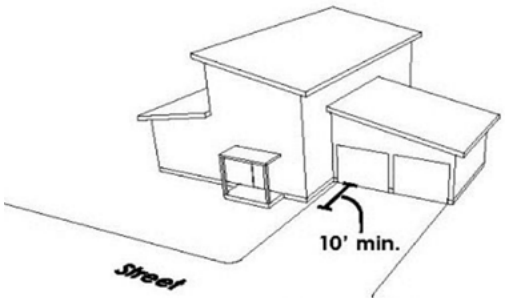

Figure 10: GaragePlacementStandard

RESPONSE TO CRITERIA – ASPEN INSTITUTE

No individual parking garages are attached to the units. This criterion is not applicable.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

One of the nine buildings includes a garage. This building is accessed from North 3rd Street and does not have vehicular access from an alley or private street. The front of the garage for the unit building is situated at least 10 feet from the street, creating a setback that adds to its aesthetic appeal and meets this standard. This can be seen in Exhibit H2.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The three buildings with individual garage parking are only accessible by vehicles from W North Street and not accessible from an alley or private street. Given the site depth and size of the right-of-way, the garage is setback from the front door by six feet. The front porch is an integral element in these buildings, reflecting the Bauhaus character of the overall campus. To meet the 10 foot setback, the buildings would need to be moved closer to the street, which has been expressed as a concern by community members in initial project engagement.

Two design modification options that would apply to the letter of the law would be to enclose the south-west deck as part of the bedroom, thus moving the inhabited space, and thus the "façade" of the house, forward 6 feet. The garage door would be moved back 4', thus creating a condition where the garage door would be literally 10' back from the "façade". These modifications would have the effect of moving more apparent mass towards the street and create less room in the garage while at the same time creating the potential for more clutter outside, both results counter to the objectives of the guidelines. Additionally, there is a large landscaped area within the right-of-way that provides an additional buffer from the street to the garage area. For these reasons a design variation is proposed for this standard to allow enclosed parking and a six foot garage setback from the front façade. This can be seen in Exhibit H3.

(4) Entry Connection (Non-flexible).

a. Applicability. This standard shall apply to all lots except:

1. Lots with a required front yard setback of at least ten (10) vertical feet above or below street grade.

b. Intent. This standard seeks to promote visual and physical connections between buildings and the street. Buildings should use architectural and site planning features to establish a connection between these two (2) elements. Buildings shall not use features that create barriers or hide the entry features of the house such as fences, hedgerows or walls. Buildings and site planning features should establish a sense that one can directly enter a building from the street through the use of pathways, front porches, front doors that face the street and other similar methods. This standard is critical in all areas of the city.

c. Standard. A building shall provide a visual and/or physical connection between a primary entry and the street. On a corner lot, an entry connection shall be provided to at least one (1) of the two (2) intersecting streets.

d. Options. Fulfilling at least one of the following options shall satisfy this standard:

1. Street Oriented Entrance. There shall be at least one (1) entry door that faces the street for every four (4) street-facing, ground-level units in a row. Fencing, hedgerows, walls or other permitted structures shall not obstruct visibility to the entire door. See Figure 11.

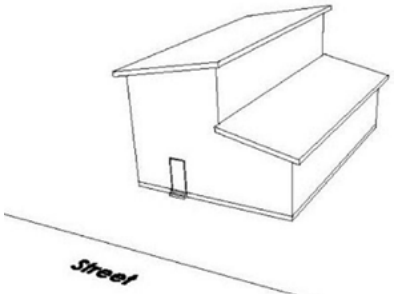

Figure 11: Street Oriented Entrance

2. Open Front Porch. There shall be at least one (1) porch or ground-level balcony that faces the street for every street-facing, ground-level unit. Fencing, hedgerows, walls or other permitted structures shall not obstruct visibility to the porch or the demarcated pathway. See Figure 12.

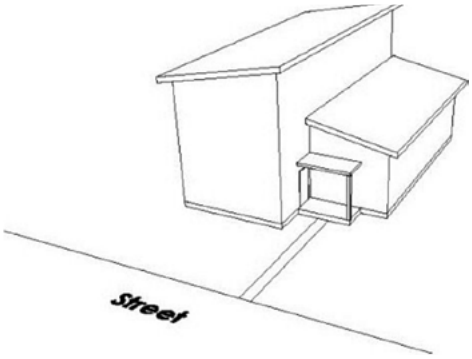

Figure 12: Open Front Porch

RESPONSE TO CRITERIA – ASPEN INSTITUTE

A single, prominent building entry is provided for the proposed building. The design meets option 1 for this standard. This can be seen in Exhibit H1.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The Aspen Music Festival and School meet the street-oriented entrance requirements by having an entry porch for all ground-level units that face the street. This can be seen in Exhibit H2.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

Each of the Aspen Center for Physics units located on the ground level include entry porches, which meets option 2 of this standard. This can be seen in Exhibit H3.

(5) Principal Window (Flexible).

a. Applicability. This standard shall apply to all lots except:

1. Lots with a required front yard setback of at least ten (10) vertical feet above or below street grade.

b. Intent. This standard seeks to prevent large expanses of blank walls on the front façades of principal buildings. A building should incorporate significant transparency on the front façade. Designs should include prominent windows or groups of windows on the front façade to help promote connection between the residence and street. This standard is important in all areas of the city.

c. Standard. At least one (1) street-facing principal window or grouping of smaller windows acting as a principal window shall be provided for each unit facing the street. On a corner unit with street frontage on two (2) streets, this standard shall apply to both street-facing façades.

d. Options. Fulfilling at least one of the following options shall satisfy this standard:

1. Street-Facing Principal Window. The front façade shall have at least one (1) window with dimensions of three (3) feet by four (4) feet or greater for each dwelling unit. See Figure 13.

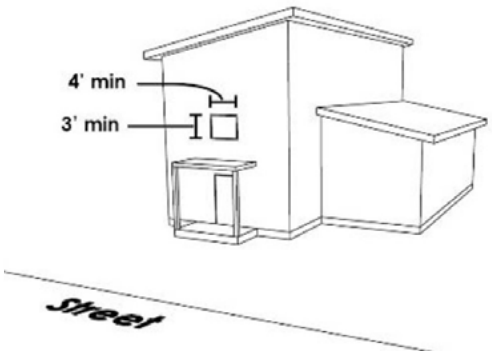

Figure 13: Street-Facing Principal Window

2. Window Group. The front façade shall have at least one (1) group of windows that when measured as a group has dimensions of three (3) feet by four (4) feet or greater for each dwelling unit. See Figure 14.

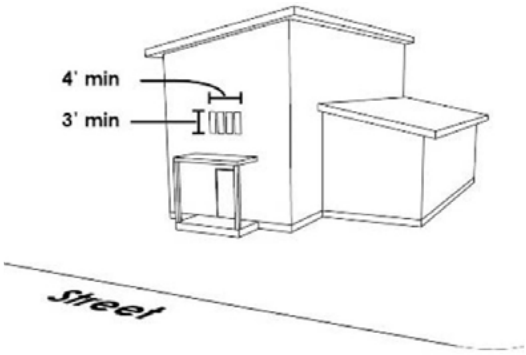

Figure 14: Window Group

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The Aspen Institute housing units positioned on the street-facing side have been designed to incorporate a main window on the front facade. This deliberate architectural choice serves not only to invite abundant natural light into the living spaces but also to create a strong visual and physical connection between the campus and neighboring houses. This can be seen in Exhibit H1.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The Aspen Music Festival and School units meet the principal window requirements by having large street front glazing at all street facing facades. This can be seen in Exhibit H2.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The housing units along West North Street are designed so that their main windows on the front façade directly face the street. This intentional design choice aims to establish a more pronounced and direct connection between the residents of the houses and the street itself. The criteria for the housing units on the campus's north side are not applicable, as they are not on a public street, however, these buildings include a grouping of windows that meets this standard. This can be seen in Exhibit H3.





EXHIBIT A3. GROWTH MANAGEMENT

GROWTH MANAGEMENT CRITERIA RESPONSE

Growth Management allotments for Essential Public Facility space and Affordable Housing units are required. Exhibit A3 includes responses to the relevant criteria.

The Aspen Institute and Aspen Center for Physics include a request for Essential Public Facility Space and Affordable Housing, while the Aspen Music Festival and School request only Affordable Housing Units. Each organization has proposed deed restriction language that will meet the organizational needs to house staff, interns, and program participants. The framework for these deed restrictions is included in Exhibit N.

SEC. 26.470.080. GENERAL REVIEW STANDARDS.

All Planning and Zoning Commission and City Council applications for growth management review shall comply with the following standards.

(a) Sufficient allotments. Sufficient growth management allotments are available to accommodate the proposed development, pursuant to Section 26.470.040(b). Applications for multi-year development allotment, pursuant to Section 26.470.110(a) shall be required to meet this standard for the growth management years from which the allotments are requested.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The application is for new Essential Public Facility space and Affordable Housing units. The application complies with this criterion, as there are no allotments for these uses.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The application is for new Affordable Housing units. The application complies with this criterion, as there are no allotments for these uses.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The application is for replacement Essential Public Facility space and Affordable Housing units. The application complies with this criterion, as there are no allotments for these uses.

(b) Development conformance. The proposed development conforms to the requirements and limitations of this Title, of the zone district or a site-specific development plan, any adopted regulatory master plan, as well as any previous approvals, including the Conceptual Historic Preservation Commission approval, the Conceptual Commercial Design Review approval and the Planned Development - Project Review approval, as applicable.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

The application includes a Planned Development amendment. Compliance with the applicable code requirements from Title 26 are included in this application.

(c) Public infrastructure and facilities. The proposed development shall upgrade public infrastructure and facilities necessary to serve the project. Improvements shall be at the sole costs of the developer. Public infrastructure includes, but is not limited to, water supply, sewage treatment, energy and communication utilities, drainage control, fire and police protection, solid waste disposal, parking and road and transit services.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

This requirement is acknowledged. A detailed Engineering Report completed by Sopris Engineering is included as Exhibit L. Utility provision is possible, and stormwater requirements are being met. Fire access and trash access is provided through the at-grade access point off of Meadows Road. Parking and transportation improvements are included, in accordance with the requirements of the land use code. A total of 25 new parking spaces are provided, meeting minimum code requirements. New trail connections to the racetrack are included.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

This requirement is acknowledged. A detailed Engineering Report completed by Sopris Engineering is included as Exhibit L. Utility provision is possible, and stormwater requirements are being met through reconfiguration of the detention basin. Fire access and trash access is provided through the reconfigured parking area, with looped access from Gillespie and N 3rd Streets. Parking and transportation improvements are included, in accordance with the requirements of the land use code. The existing 274 space parking lot is reconfigured and will maintain the same 274 space count that exists today. Fifteen new parking spaces are provided for the new housing units, meeting the requirements of the code. In addition, an updated transit loop is included. Sidewalks and internal connections are also provided.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

This requirement is acknowledged. A detailed Engineering Report completed by Sopris Engineering is included as Exhibit L. Utility provision is possible, and stormwater requirements are being met on site. Fire access and trash access is provided to the three buildings located off of North Street from the street, similar to other residential properties in the West End. Trash for the units located north of Stranahan Hall is provided through an updated and expanded trash area in the existing parking lot. Fire access is provided to these units from the parking area. No other vehicles are permitted to use this area in order to maintain the serene qualities of the sage meadow and interior of the campus. Parking and transportation improvements are included in the proposal. Significant alternative transportation improvements are proposed, including new electric vehicles (2), new electric bikes to supplement the 150 existing bike fleet, and car usage will be limited for all tenants. Six parking spaces are provided for the units located along North Street. Sidewalks and trail connections are also provided.

(d) Affordable housing mitigation.

(1) For commercial development, sixty-five (65) percent of the employees generated by the additional commercial net leasable space, according to Section 26.470.050(b), Employee Generation Rates, shall be mitigated through the provision of affordable housing.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

No commercial space is proposed. This criterion is not applicable.

(2) For lodge development, sixty-five (65) percent of the employees generated by the additional lodge pillows, according to Section 26.470.050(b), Employee Generation Rates, shall be mitigated through the provision of affordable housing. For the redevelopment or expansion of existing lodge uses, see Section 26.470.100(g).

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

No lodge space is proposed. This criterion is not applicable.

(3) For the redevelopment of existing commercial net leasable space that did not previously mitigate (see Section 26.470.100(e)), the mitigation requirements for affordable housing shall be phased at fifteen (15) percent beginning in 2017, and by three (3) percent each year thereafter until sixty-five (65) percent is reached.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

No commercial space is proposed. This criterion is not applicable.

(4) Unless otherwise exempted in this Chapter, when a change in use between development categories is proposed, the employee mitigation shall be based on the use the development is converting to. For instance, if a commercial space is being converted to lodge units, the mitigation shall be based on the requirements for lodge space, outlined in subsection (2), above. Conversely, if lodge units are being converted to commercial space, the mitigation shall be based on the requirements for commercial space, outlined in subsections (1) and (3), above.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

No change in use is proposed. This criterion is not applicable.

(5) For new residential subdivisions, see Section 26.470.100(h) and (i).

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

A new subdivision is not proposed. This criterion is not applicable.

(6) For new, redeveloped, or renovated single-family and duplex residential development, or the affordable housing mitigation requirements are established by Section 26.470.090(a) and (c).

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

Free-market single-family and duplex development is not proposed. This criterion is not applicable.

(7) For the expansion of existing free-market multi-family units, affordable housing mitigation requirements are established by Section 26.470.090(b).

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

Free-market multi-family development is not proposed. This criterion is not applicable.

(8) For new free-market multi-family units, affordable housing mitigation requirements are established by Section 26.470.090(f).

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

Free-market multi-family development is not proposed. This criterion is not applicable.

(9) For the demolition or redevelopment of existing multi-family residential development, affordable housing mitigation requirements are established by Section 26.470.100(d).

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

Free-market multi-family development is not proposed to be demolished, as non exists today. This criterion is not applicable.

(10) For essential public facility development, mitigation shall be determined based on Section 26.470.110(d).

RESPONSE TO CRITERIA – ASPEN INSTITUTE

This requirement is acknowledged, and responses to these requirements are included later in this Exhibit.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

This requirement is acknowledged, and responses to these requirements are included later in this Exhibit.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

New Essential Public Facility space is not proposed. This criterion is not applicable.

(11) For all affordable housing units that are being provided as mitigation pursuant to this Chapter or for the creation of a Certificate of Affordable Housing Credit pursuant to Chapter 26.540, or for any other reason:

i. The proposed units comply with the Aspen/Pitkin County Housing Authority Employee Housing Regulations and Affordable Housing Development Policy, as amended.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

Thirteen new housing units are proposed with a mix of one-, two-, and three-bedroom units. According to the rates outlined in the code, these units provide housing for 29.75 FTEs. The two- and three-bedroom units meet the size requirements for APCHA units, and the one-bedroom units meet the requirements for the 20% reduction allowed under the AHPCA guidelines (minimum of 500 sq ft). Table 19 identifies the unit sizes, bedrooms, and FTE calculation.

Table 19: Aspen Institute Housing Calculations

Unit Number	Bedroom	Square Footage	Meets APCHA requirement / Meets 20% permitted reduction	FTEs Housed, per 26.470.040.d
Unit 101	3-bd	1282	Meets	3
Unit 102	2-bd	895	20% reduction	2.25
Unit 103	2-bd	967	Meets	2.25
Unit 104	2-bd	982	Meets	2.25
Unit 105	2-bd	949	Meets	2.25
Unit 106	1-bd	638	20% reduction	1.75
Unit 201	3-bd	1280	Meets	3
Unit 202	2-bd	895	20% reduction	2.25
Unit 203	2-bd	967	Meets	2.25
Unit 204	2-bd	982	Meets	2.25
Unit 205	2-bd	963	Meets	2.25
Unit 206	1-bd	638	20% reduction	1.75
Unit 207	2-bd	987	Meets	2.25
13 units	**26 bedrooms**	**12,425**		**29.75**

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

Thirteen new housing units are proposed with a mix of studio-, one-, two-, and three-bedroom units. According to the rates outlined in the code, these units provide housing for 24 FTEs. All units meet or meets with 20% reduction size requirements for APCHA units allowed under the AHPCA guidelines. Table 20 identifies the unit sizes, bedrooms, and FTE calculation.

Table 20: Aspen Music Festival and School Housing Calculations

Unit Number	Bedroom	Square Footage	Meets APCHA requirement / Meets 20% permitted reduction	FTEs Housed, per 26.470.040.d
Unit 1A	1-bd	692	Meets with 20% reduction	1.75
Unit 1B	1-bd	671	Meets with 20% reduction	1.75
Unit 2	studio	496	Meets with 20% reduction	1.25
Unit 3A	1-bd	692	Meets with 20% reduction	1.75
Unit 3B	1-bd	671	Meets with 20% reduction	1.75
Unit 4	2-bd	1,154	Meets	2.25
Unit 5A	1-bd	692	Meets with 20% reduction	1.75
Unit 5B	1-bd	671	Meets with 20% reduction	1.75
Unit 6	studio	496	Meets with 20% reduction	1.25
Unit 7A	1-bd	692	Meets with 20% reduction	1.75
Unit 7B	1-bd	671	Meets with 20% reduction	1.75
Unit 8	2-bd	1154	Meets	2.25
Unit 9	3-bd	1675	Meets	3
13 units	**17**	**10,427**		**24 FTEs**

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The proposed units are not proposed to be used for Housing Credits, and are not required for mitigation. This criterion is therefore not applicable.

> *ii. Required affordable housing may be provided through a mix of methods outlined in this Chapter, including newly built units, buy down units, certificates of affordable housing credit, or cash-in-lieu.*

RESPONSE TO CRITERIA – ASPEN INSTITUTE

Responses related to employee generation for the proposed Essential Public Facility space is included later in these responses. No new employees are anticipated, but an audit at 2- and 5-years following receipt of a Certificate of Occupancy (CO) is proposed to confirm this. If employees are found to have been generated, the housing units are proposed to be used to mitigate this requirement. See Table 21, below, for the proposed number of housing credits versus units proposed to be held for potential future mitigation.

Table 21: Aspen Institute Housing Unit Mitigation and Credits Request

Total FTEs Housed by proposal	29.25
Total to become Certificates of Affordable Housing Credit	14.75
Total remaining FTEs to be held for future Aspen Institute Mitigation requirements	15

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

Housing mitigation is not required. This criterion is not applicable.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

Housing mitigation is not required. This criterion is not applicable.

iii. Affordable housing that is in the form of newly built units or buy-down units shall be located on the same parcel as the proposed development or located off-site within the City limits. Units outside the City limits may be accepted as mitigation by the City Council, pursuant to Section 26.470.110(b). When off-site units within City limits are proposed, all requisite approvals shall be obtained prior to approval of the growth management application.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The proposed housing units are located on Parcel 1A of the Aspen Meadows PD. This is the same parcel as proposed Essential Public Facility space, and located on the parcel immediately adjacent to the Paepcke Building and Resnick Center (located on Parcel 1B).

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The proposed housing units are located on Parcel 2 of the Aspen Meadows PD. This is on the same parcel as the Aspen Music Festival and School performance facilities.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The proposed housing units are located on Parcel 3 of the Aspen Meadows PD. This is on the same parcel as all Aspen Center for Physics buildings and uses.

iv. Affordable housing mitigation in the form of a Certificate of Affordable Housing Credit, pursuant to Chapter 26.540, shall be extinguished pursuant to Section 26.540.120, Extinguishment and Re-Issuance of a Certificate, utilizing the calculations in Section 26.470.050(f), Employee/Square Footage Conversion.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

Housing mitigation in the form of housing credits is not required or proposed. This criterion is not applicable.

v. If the total mitigation requirement for a project is less than 0.1 FTEs, a cash-in-lieu payment may be made by right. If the total mitigation requirement for a project is 0.1 or more FTEs, a cash-in-lieu payment shall require City Council approval, pursuant to Section 26.470.110(c).

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

Housing mitigation in the form of cash-in-lieu is not required or proposed. This criterion is not applicable.

vi. Affordable housing units shall be approved pursuant to Section 26.470.100(d), Affordable Housing.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

This requirement is acknowledged, and responses to these requirements are included later in this Exhibit.

vii. Each unit provided shall be designed such that the finished floor level of fifty (50) percent or more of the unit's net livable area is at or above natural or finished grade, whichever is higher. This dimensional requirement may be varied through Special Review, Pursuant to Chapter 26.430.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

This requirement is acknowledged, and the net livable area for all units are located entirely above grade.

(12) Affordable housing units that are being provided absent a requirement ("voluntary units") may be deed-restricted at any level of affordability, including residential occupied (RO).

RESPONSE TO CRITERIA – ASPEN INSTITUTE

Thirteen new housing units are proposed. The Aspen Institute has completed development on campus through PD amendments since the original approval in the early 1990s. As part of recent applications, the City has required an audit of FTEs and housing mitigation related to the expanded Essential Public Facility space. An audit related to FTEs at the Boettcher and Resnick Center is required as part of that recent approval (Ordinance 1, Series of 2020). This has been provided as part of the application, and is located in Exhibit O. Based on this audit, no additional FTEs have been generated and therefore no additional mitigation is required at this time. The Aspen Institute would like to reserve 15 FTEs for potential future mitigation requirements, leaving a total of 14.75 FTEs available for Housing Credit creation. This is broken down in Table 22

Because the housing needs for the organization are diverse, the Aspen Institute proposes a deed restriction that will allow flexibility on who can live in the unit, allowing an intern or visa staff who may qualify as a Category 2 or 3 level to live in the unit, or a senior full-time staff member who may qualify as Category 4 or RO. For the purposes of determining the Housing Credit, a deed restriction at Category 4 is proposed (See Exhibit A4 for responses to the Creation of Certificates of Affordable Housing Credits).

Table 22: Aspen Institute Housing Unit Mitigation and Credits Request

Total FTEs Housed by proposal	29.25
Total to become Certificates of Affordable Housing Credit	14.75
Total remaining FTEs to be held for future Aspen Institute Mitigation requirements	15

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The housing is being provided on a voluntary basis, and the creation of Housing Credits for these units is requested. The housing units are intended to provide housing primarily for full-time staff, and could be available for seasonal or part-time staff if the unit is available. Because the housing needs for the organization are diverse, the Aspen Music Festival and School proposes a deed restriction that will allow flexibility on who can live in the unit, allowing a seasonal staff member who may qualify as a Category 2 or 3 level to live in the unit, or a senior full-time staff member who may qualify as Category 4 or RO. For the purposes of determining the Housing Credit, a deed restriction at Category 4 is proposed (See Exhibit A4 for responses to the Creation of Certificates of Affordable Housing Credits).

As part of the pre-application, an employee audit for the organization was requested. The Aspen Music Festival and School has a variety of existing reporting requirements for the City and Pitkin County. All of the employees for the organization are based out of the campus located in Pitkin County off of Castle Creek Road. As part of that approval with the County, the Aspen Music Festival and School is required to have no more than 67 FTEs, which is confirmed through reporting every five years. This requirement has been met, and this proposal does not change that existing County requirement.

Additionally, as part of the Water Service Agreement with the City of Aspen, an annual reporting of seasonal staff and students is required. This has been provided, as required, to the City on an annual basis and has met the standards outlined in the agreement. A copy of these reports is included in Exhibit O.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The housing is being provided on a voluntary basis. These units are intended to provide academic housing for program participants and their families, and therefore the Aspen Center for Physics is NOT requesting the creation of Housing Credits for these units. The units are anticipated to be rented at APCHA rates at no more than an RO level. Depending on the program participant, the rental could be lower. For this reason, a deed restriction at RO is proposed, with an acknowledgement that the unit rental process will fluctuate based on the participant staying in the unit.

(13) Residential mitigation deferral agreement.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

This requirement is not applicable.

SEC. 26.470.100. PLANNING AND ZONING COMMISSION APPLICATIONS.

The following types of development shall be approved, approved with conditions or denied by the Planning and Zoning Commission, pursuant to Section 26.470.060, Procedures for review, and the criteria for each type of development described below. Except as noted, all growth management applications shall comply with the general requirements of Section 26.470.080. Except as noted, the following types of growth management approvals shall be deducted from the annual development allotments. Approvals apply cumulatively.

(c) Affordable Housing. The development of affordable housing that does not qualify for administrative review and approval under the criteria established in Section 26.470.090(c), shall be approved, approved with conditions, or denied by the Planning and Zoning Commission based on the general requirements outlined in Section 26.470.080, and all other applicable review criteria of this Title. If the affordable housing project is located in a historic district or on a historically designated property, the Historic Preservation Commission is the review body for this review. Additionally, the following shall apply to all affordable housing development:

(1) The proposed units shall be deed-restricted as "for sale" units and transferred to qualified purchasers according to the Aspen Pitkin County Housing Authority Regulations. The developer of the project may be entitled to select the first purchasers, subject to the aforementioned qualifications, pursuant to the Aspen Pitkin County Housing Authority Regulations. The deed restriction shall authorize the Aspen Pitkin County Housing Authority or the City to own the unit and rent it to qualified renters as defined in the Aspen Pitkin County Housing Authority Regulations, as amended.

(2) The proposed units may be rental units, including but not limited to rental units owned by an employer, government or quasi-government institution, or non-profit organization if a legal instrument in a form acceptable to the City Attorney ensures permanent affordability of the units. The City encourages affordable housing associated for lodge development to be rental units associated with the lodge operation and contributing to the long-term viability of the lodge.

GENERAL RESPONSE – ALL ORGANIZATIONS

All three nonprofit organizations propose deed-restricted affordable housing developments. Responses to the criteria in Section 26.470.080 is listed above. Additionally, each organization will retain ownership of the property and units. The units will be rented, and a deed restriction framework for each organization is included in the application as Exhibits N.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The conceptional development plan for the Aspen Institute includes 13 units of multi-family workforce housing. The units will be rental units owned by the AI nonprofit organization. The units provide housing for full-time, part-time, or intern staff of any Aspen Institute Program, and the units will be rented based on the specific needs of the qualifying employees. A rental term of no less than 30 days is included in the deed restriction framework. Additionally, a vacancy period of no more than three months is included in the deed restriction framework, based on conversations with APCHA following the DRC comments. Additional detail is included in the DRC responses in Exhibit V.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The Aspen Music Festival and School's (AMFS) development plan includes nine buildings with 13 units. The housing will be rental units owned by the AMFS nonprofit organization. The units provide housing for AMFS students, staff, faculty, or other program participants, and the units will be rented based on the specific needs of the organization. Flexibility is included in the deed restriction framework to enable these units to meet the changing needs of the organization, similar to how existing rentals at Burlingame Seasonal and Marolt are structured. Additionally, a vacancy period of no more than three months is included in the deed restriction framework, based on conversations with APCHA following the DRC comments. Additional detail is included in the DRC responses in Exhibit XX.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The Aspen Center for Physics development plan includes eight buildings with 33 units. The housing will be rental units owned by the ACP nonprofit organization and rented as academic housing to program participants. The units provide housing for visiting scientists participating in 1–5 week conferences and programs in the summer and winter seasons, and the proposed deed restriction framework reflects these timeframes. Additionally, a vacancy period of no more than three months is included in the deed restriction framework, based on conversations with APCHA following the DRC comments. Additional detail is included in the DRC responses in Exhibit V.

SEC. 26.470.110. CITY COUNCIL APPLICATIONS.

The following types of development shall be approved, approved with conditions or denied by the City Council, pursuant to Section 26.470.060, Procedures for Review, and the criteria for each type of development described below. Except as noted, all growth management applications shall comply with the general requirements of Section 26.470.080. Except as noted, all City Council growth management approvals shall be deducted from the respective annual development allotments.

(d) Essential public facilities. The development of an essential public facility, upon a recommendation from the Planning and Zoning Commission, shall be approved, approved with conditions or denied by the City Council based on the following criteria:

(1) The Community Development Director has determined the primary use and/or structure to be an essential public facility (see definition). Accessory uses may also be part of an essential public facility project.

(2) The Planning and Zoning Commission shall determine the number of employees generated by the essential public facility pursuant to Section 26.470.050(c), Employee Generation Review.

(3) Upon a recommendation from the Community Development Director and the Planning and Zoning Commission, the City Council may assess, waive or partially waive affordable housing mitigation requirements as is deemed appropriate and warranted for the purpose of promoting civic uses and in consideration of broader community goals.

GENERAL RESPONSE – ASPEN INSTITUTE AND ASPEN CENTER FOR PHYSICS

The Aspen Meadows Campus includes the Aspen Institute, Aspen Music Festival and School, and the Aspen Center for Physics. In 1991, a campus-wide master plan was approved by City Council identifying the allowed development potential for each parcel. Initially the campus was approved as a "Specially Planned Area" (SPA), indicating that the area has special land use allowances and requirements as per the City of Aspen Land Use Code. In 2014, all SPAs in the City of Aspen were converted to Planned Developments, or PDs, so these SPAs are now known as "Planned Developments" (PDs).

The original Specially Planned Area (SPA) approved a site specific development plan for the Aspen Meadows Campus, creating development allowances for each organization and certifying the development as Essential Public Facility. Essential Public Facilities (EPF) are defined in the land use code as "A facility which serves an essential public purpose is available for use by or benefit of, the general public and serves the needs of the community." Essential Public Facilities include governmental entities and non-profit entities, like the Aspen Institute, Aspen Center for Physics, and Aspen Music Festival and School.

Responses to the applicable criteria in Section 26.470.080 is noted earlier in this section.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

As part of the application, the Aspen Institute is proposing subgrade improvements that will support the organization's overall operations. This includes the addition of storage areas and an engineering shop.

Storage, maintenance, and engineering facilities currently exist on the site, and are proposed to be moved into the new garage. The open-air maintenance area was approved in Ordinance 1, Series of 2020. Additional enclosed storage facilities were added to the area and an amendment was requested to allow their construction, but was not approved because the space exceeded the amount that could be approved administratively. The pre-application requests that this amendment process address the storage facilities through this Essential Public Facility review. The space that exists today does not generate any employees – it houses equipment, outdoor furniture, art, and signage. This will be relocated to the basement totaling approximately 2,094 sq ft. No employees are required for these spaces, and therefore the employee generation is zero. The Aspen Institute proposes an employee audit 2 years and 5 years following the Certificate of Occupancy (CO) for the new space to confirm this is the case. If employees are found to have been generated from this space, the housing units held in reserve for future expansion will be utilized.

A total of 6,247 sq ft of new Essential Public Facility space is proposed to enable the relocation of engineering shop spaces from the Health Center to the expanded garage area. The existing engineering shop is 1,069 sq ft and includes 13 current employees, and no new employees are related to this change in function. The space

currently has six employees that work out of the space, and includes space for tools, etc. but is substandard in size for the space needed to store critical items. No new employees are anticipated as part of the relocation because this is about right-sizing the operational space. An outdoor area adjacent to the existing engineering building is used for the existing 12 golf carts. The proposed garage expansion anticipates relocation and addition of 12 new carts for a total of 24 golf carts to be used for resort operations. The new space will include approximately 1,760 sq ft of space for the storage of equipment. This is anticipated to breakdown as follows::

- 200 sq ft for bobcat and accessories
- 400 sq ft for event items and outdoor furniture
- 400 sq ft for stock items, such as irrigation and fiber optics cables
- 360 sq ft for outdoor shed contents
- 200 sq ft for lawn equipment
- 200 sq ft for pallets and ladders

As part of this amendment, the Aspen Institute proposes to conduct an employee audit 2 years and 5 years following the Certificate of Occupancy (CO) for the new engineering space to confirm no new employees are generated from this new space. If employees are found to have been generated from this space, the housing units held in reserve for future expansion will be utilized.

In addition to the housing and garage proposal is a request to remove the skylight at the Walter Issacson Center (WIC) and replace it with deck space. The skylight has proven to be difficult to maintain and has resulted in multiple leaks since it was constructed. The removal of the skylight will not expand any interior space, and therefore does not have any employee generation.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

As part of the proposal to develop housing on the Aspen Center for Physics parcel, an existing building that includes offices, a conference room, and library space will be demolished and replaced. Bethe Hall is over fifty years old and the building has become obsolete as more information moves online versus in printed books. The replacement space is the same as exists today and no new employees will be generated from the redevelopment. The new space will include a conference room and updated office spaces for visiting physicists. Existing administrative offices and staff will not be expanded with this proposal. Because there will be no new employees that result from this replacement, no mitigation is required.

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EXHIBIT A.4 CERTIFICATES OF AFFORDABLE HOUSING CREDITS

CERTIFICATES OF AFFORDABLE HOUSING CREDITS CRITERIA RESPONSE

The Aspen Institute and Aspen Music Festival and School will use the new housing units for staff members, and these units are critical to recruitment and retention for these organizations. Because these units will house local workers, each is requesting the ability to create housing credits for the units that are built without a code-related mitigation requirement. Exhibit A4 includes responses to the relevant criteria.

SEC. 26.540.030. APPLICABILITY AND PROHIBITIONS.

(a) This Chapter applies to all Certificates of Affordable Housing Credit. Housing credits may only be established from affordable housing created on a voluntary basis and designated at any Category with established cash-in-lieu rates in the Housing Guidelines, including the deed-restriction of unrestricted units (buy-down units).

(1) City of Aspen Housing Credits may be used within the city limits of the City of Aspen as provided in this Title and may be used in other jurisdictions as may be authorized by that jurisdiction. City of Aspen Housing Credits may only be established from development within the City of Aspen boundaries.

(2) Affordable Housing projects may establish City of Aspen Housing Credits in conjunction with other state and federal affordable housing incentive programs, such as, but not limited to the Low-Income Housing Tax Credit (LIHTC).

(3) A Certificate of Affordable Housing Credit may be sold, assigned, transferred, or conveyed. Transfer shall be evidenced by an assignment of ownership on the actual certificate document. Upon transfer, the new owner may request the Community Development Director re-issue the Credit Certificate acknowledging the new owner.

(4) The market for Certificates of Affordable Housing Credit is unrestricted and the City shall not prescribe or guarantee the monetary value of a Credit.

(5) The Community Development Director shall establish policies and procedures for the printing of certificates, their safe-keeping, issuance, re-issuance, record-keeping, and extinguishments.

(6) Projects seeking approval to develop affordable housing in exchange for Certificates of Affordable Housing Credit may be subject to additional reviews pursuant to this Title.

(7) Fractional units are eligible for the establishment of Housing Credits if deed restricted as for-sale or are subject to an agreement with the City requiring the unit to be permanently deed restricted. For example, if a development project is required to mitigate 2.4 FTEs and is proposing on-site units that house three (3) FTEs, the additional 0.6 FTEs proposed that are not required for mitigation are eligible for establishment as a Certificate of Affordable Housing Credit.

(8) Any affordable housing units created for the establishment of Housing Credits, including fractions thereof, which are part of a mixed-use building shall be deed restrict as for-sale. Units that are part of a one hundred percent (100%) affordable housing project may be for-rent.

(b) This Chapter does not apply to the following:

(1) Affordable housing created to address an obligation of a Development Order or which is otherwise required by this Title to mitigate the impacts of development.

(2) Affordable housing units created prior to the adoption of Ordinance No. 6, Series of 2010.

(3) Affordable housing units developed by, or in association with: the City of Aspen, Pitkin County, the Aspen/Pitkin County Housing Authority, or similar government or non-governmental organization (NGO) that receives public funds for the purpose of building affordable housing.

(4) Dormitory units.

(5) The creation of voluntary affordable housing units deed restricted at a Category which a cash-in-lieu rate has not been established in the Housing Guidelines.

RESPONSE TO CRITERIA – ASPEN INSTITUTE AND ASPEN MUSIC FESTIVAL AND SCHOOL

The ability to create Housing Credits for non-profit organizations is critical to these organizations being able to thrive into the future and continue providing key community services. The City Council recently directed staff to process code amendments that would clearly allow not-for profit organizations, like the Aspen Institute and Aspen Music Festival and School to use Housing Credits as a tool to develop affordable housing absent a development order requirement. This was passed as Policy Resolution 080, Series of 2024. Based on that direction, and the ability to request additional flexibility through the PD process, both the Aspen Institute and Aspen Music Festival and School propose the establishment of housing credits as part of this application.

Also included in Resolution 080, Series of 2024 is direction to allow RO and Category 5 units to be eligible for Housing Credits.

SEC. 26.540.070. REVIEW CRITERIA FOR ESTABLISHING AN AFFORDABLE HOUSING CREDIT.

An Affordable Housing Credit may be established by the Community Development Director or Planning and Zoning Commission if all of the following criteria are met. The proposed units do not need to be constructed prior to this review.

(a) The proposed affordable housing unit(s) comply with the review standards of Section 26.470.080(d)(7) a.—g.

RESPONSE TO CRITERIA – ASPEN INSTITUTE AND ASPEN MUSIC FESTIVAL AND SCHOOL

Compliance with these criteria is identified in Exhibit A3, which addresses all Growth Management criteria.

(b) The affordable housing unit(s) are not an obligation of a Development Order and are not otherwise required by this Title to mitigate the impacts of development.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

Thirteen new housing units are proposed, providing housing for 29.75 FTEs. The Aspen Institute has existing housing mitigation requirements, as identified in responses to the Growth Management criteria. In addition, future development may be proposed on the campus, so the Aspen Institute would like to hold a certain number of units in reserve as mitigation for those potential expansions. A total of 14.75 FTEs are proposed to be established as Housing Credits.

Because the housing needs for the organization are diverse, the Aspen Institute proposes a deed restriction that will allow flexibility on who can live in the unit, allowing an intern or visa staff who may qualify as a Category 2 or 3 level to live in the unit, or a senior full-time staff member who may qualify as Category 4 or RO. For the purposes of determining the Housing Credit, a deed restriction at Category 4 is proposed, but the unit rentals could be rented at any Category from Category 1 up to the RO category, as described in the deed restriction framework.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The housing is being provided on a voluntary basis, and the creation of Housing Credits for all units is requested. The housing units are intended to provide housing primarily for full-time staff, and could be available for seasonal or part-time staff if the unit is available. Because the housing needs for the organization are diverse, the Aspen Music Festival and School proposes a deed restriction that will allow flexibility on who can live in the unit, allowing a seasonal staff member who may qualify as a Category 2 or 3 level to live in the unit, or a senior full-time staff member who may qualify as Category 4 or RO. For the purposes of determining the Housing Credit, a deed restriction at Category 4 is proposed, but the unit rentals could be rented at any Category from Category 1 up to the RO category, as described in the deed restriction framework.

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EXHIBIT A.5 TRANSPORTATION AND PARKING

TRANSPORTATION AND PARKING RESPONSE CRITERIA

The properties and proposals are subject to a Level 1 TIA under the existing code. In addition, there are parking requirements for each land use. As part of the community engagement process the partners undertook this summer, parking impacts were a common topic of conversation. For this reason, additional analysis related to trip generation and mitigation was completed by Jacobs Engineering and is included as part of the TIA in Exhibit M. Overall, the development of housing on these sites will decrease the traffic impacts in the immediate neighborhood and the entrance to Aspen because workers and program participants who currently have to commute from down valley will live on-site.

Parking requirements for multi-family housing are established in the code, while parking requirements for Essential Public Facilities are subject to Special Review. The parking requirements for Aspen Music Festival and School and Aspen Institute are met, and the parking for Aspen Center for Physics is addressed in the PD responses.

SEC. 26.515.030. TRANSPORTATION MITIGATION.

(a) General Requirements. All applicable development shall mitigate its projected transportation impacts as provided in this Chapter. Refer to the Transportation Impact Analysis (TIA) for project applicability. Mobility requirements shall be satisfied through use of the following approaches, either alone or in combination

(1) Mobility Measures. Applicable development must provide Transportation Demand Management (TDM) and Multi-Modal Level of Service (MMLOS) measures as provided for in the Transportation Impact Analysis (TIA) Guidelines. These measures shall be maintained for the life of the development. All requirements shall be incorporated in the project's Development Agreement, pursuant to Chapter 26.490, Development Documents.

(2) Surplus Mobility Measures. Upon satisfaction of TIA requirements, a development's Mobility Plan may include surplus mobility measures, where credit is provided over the minimum TIA requirements and applied towards Parking Requirements outlined in Table 26.515-1. The proportion of surplus mobility measures permitted for a development is outlined in Table 26.515-2.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

The city requires transportation impacts be mitigated through the Transportation Impact Analysis process. The completed TIA for each project is in the Appendix as Exhibit M and the scoring for reduction of trips is calculated. Mobility measures and programmatic measures are provided for each property to mitigate trips and to minimize the need for the housing unit residents to need vehicles. It is important to note that the overall mobility and transportation measures have been considered based on individual organizational needs, as well as through a campus-wide lens. Each organization proposes a mix of transportation mitigation measures, as identified below and in the respective TIAs. Each has have been crafted to complement one another rather than detract from another organization's proposal.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The TIA for the Aspen Institute has been updated to reflect the initial DRC comments from the Transportation Department. This includes clarification that the bike facilities for the new housing units include covered storage and bike repair facilities in the garage, and a proposed trail dedication to create a connection from the housing units to the racetrack trail. The applicant team has had a number of conversations with WE-cycle about potential system-wide improvements for the project as a whole. Currently the Aspen Institute enters into a yearly contract with WE-cycle, which is non-binding in future years. As part of this proposal, the Aspen Institute agrees to enter into a ten-year contract with WE-cycle for the existing stations. In addition, the applicant is open to exploring expansion or updates to the existing WE-cycle facilities as part of the proposal and anticipates ongoing conversations as part of the review process.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

Aspen Music Festival and School provides and pays for a WE-cycle station on campus, allowing bicycle access throughout Aspen and reducing vehicular traffic. There is no existing requirement for this station. Currently AMFS enters into a yearly contract with WE-cycle, which is non-binding in future years. As part of this proposal, the AMFS agrees to enter into a ten-year contract with WE-cycle for the existing station. In conversations with WE-cycle, they have indicated an interest in providing electric bike parking as part of the WE-cycle station update. This is incorporated into the TIA and can be accommodated in the utility plan. In

addition, the applicant is open to exploring expansion to the existing WE-cycle facilities as part of the proposal and anticipates ongoing conversations as part of the review process.

New trail and sidewalk connections are proposed throughout the site, as well as an updated bus and shuttle lane to accommodate city bus routes. Additionally, AMFS provides a cross-town shuttle stop on the campus that runs year-round and is available to the general community. The bus stop has been relocated as part of the proposal and is being upgraded to ensure it meets ADA standards, has an area to post system-wide information, has improved lighting, and retains access to trash and recycling. In addition, the pull off area is updated to enable up to three shuttles at one time, which can accommodate multiple routes should the city determine that is needed in the future. A new public access easement is proposed to be dedicated for the sidewalk connecting the new bus shelter to the sidewalk at the Bayer Center.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

In addition to its existing fleet of 150 traditional bicycles available for free to visiting physicists, ACP will add a new fleet of shared electric bicycles equipped with grocery baskets as well as two shared electric vehicles. Additionally, secure bike storage is provided in the basement of one building, along with bike repair stations.

Two electric golf carts are proposed to enable short trips for physicists. The DRC comments indicated this could not be included in the TIA, so has been removed from the TIA, but the applicant believes this will be an important part of the overall multi-modal solution provided with this proposal. ACP is open to joining the Car to Go Program to further mitigate for trips in the TIA tool. To ensure the implementation of a Car to Go membership is effective, a review of the utilization of the program is included as part of the monitoring program following certificates of occupancy.

ACP will also expand its existing successful parking and transportation management plan—using parking permits and a variety of physicist incentives and disincentives—to continue ensuring that its lot never overflows from physicist parking and that no physicist parking ever occurs on neighborhood streets.

Historical trail access will be maintained as part of the proposal. Updates to easements are proposed to ensure a usable publicly available sidewalk is incorporated. A new soft-surface path is proposed along North Street, up 6th Street to Gillespie, and connecting to the sidewalk at the Bayer Center. This will provide an improved pedestrian connection for the neighborhood. Realignment of the trail connection from 7th Street to the racetrack is incorporated.

Finally, as part of the ongoing conversations with WE-cycle, the applicant is open to potential off-site improvements that can support the overall system. As discussed with the WE-cycle staff, placement of a station at ACP would be redundant to the facilities at the Aspen Institute and AMFS, so is not advised. Instead, Aspen Center for Physics is open to working with WE-cycle to determine the best method to incorporate into the TIA.

SEC. 26.515.040. PARKING REQUIREMENTS.

(a) General requirements. All applicable development shall accommodate its projected parking impacts as provided in this Chapter. Parking Requirements shall be satisfied through use of the following either alone or in combination.

(1) Parking Requirement Calculation. Parking Requirements shall be calculated for each use within a development according to Table 26.515-1.

(2) Parking Provision Minimum. Applicable development shall satisfy the minimum Parking Provision Requirement, as calculated in Table 26.515-1. Minimum parking provisions may be reduced in combination with mobility measures and transportation system impact fees in accordance with the standards in Table 23.

(3) Parking Provision Maximum. To create appropriate site planning and provision of parking, applicable development shall not provide on-site parking in excess of one hundred twenty-five percent (125%) of the Parking Provision Maximum requirement in the form of Reserved Parking Spaces or Accessory Parking Spaces, unless the total number of on-site spaces in excess of one hundred twenty-five percent (125%) of the Parking Provision Maximum are provided as Public Parking Spaces.

Table 23: 515-1 Parking Impact Requirement Calculations

Use	Aspen Infill Area		All Other Areas Parking Requirement (in units)
	Parking Requirement (in units)	Parking Maximum (in units)	
Commercial(1)	1 unit / 1,000 sf Net Leasable Space	1.25 units / 1,000 sf NLA	3 units per 1,000 sf NLA(2)
Residential - Single-Family and Duplex(4)	Lesser of 1 unit per bedroom or 2 units per Dwelling Unit	Greater of 1.25 units per bedroom or 2.5 units per dwelling unit	Lesser of 1 unit per bedroom or 2 per unit
Residential - Accessory Dwelling Units and Carriage Houses(3) (4)	1 unit per unit	1.25 units per unit	1 unit per unit(3)
Residential - Multi-Family (as a single use)	1 unit per Dwelling Unit	1.25 units per dwelling unit	Lesser of 1 unit per bedroom or two units per Dwelling Unit
Residential - Multi-Family within a mixed-use building	1 unit per Dwelling Unit	1.25 units per dwelling unit	1 per Dwelling Unit(2)
Hotel/Lodge	0.5 units per Key	0.7 units per Key	0.7 units per Key(2)
All Other Uses (civic, cultural, public uses, essential public facilities, child care centers, etc.)	Established by Special Review according to the review criteria of Section 26.515.080.		

Key to Table 26.515-1:

- (1) = Up to one hundred percent (100%) of Parking Requirement, may be provided through cash-in-lieu.
- (2) = A reduction in Parking Requirement may be approved, pursuant to Chapter 26.430, Special review and according to the review criteria of Section 26.515.080
- (3) = A reduction in Parking Requirements may be approved, pursuant to Chapter 26.520, Accessory dwelling units and carriage houses.
- (4) = All Single Family and Duplex dwelling units, as well as ADUs and Carriage Houses shall provide their Parking Requirement as off-street, on-site parking spaces.
- SF = Square feet
- NLA = Net leasable square feet of commercial space

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The proposed development provides an extension of the existing underground parking garage that provides an additional 24 parking spaces for the residents and public, and five new surface parking spaces, for a total of 29 parking spaces. The proposal includes 13 new housing units, with a requirement of 13 parking spaces. The proposal meets this requirement. In addition, Essential Public Facility space is proposed, which will utilize the remaining parking spaces. This is discussed in more detail in the Special Review section later in this Exhibit.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The proposed development reconfigures the existing parking lot to provide 274 public parking spaces and 15 residential parking spaces.

The 15 parking spaces are provided for 13 proposed units, meeting the requirement. All residential parking will be separated from the public parking lot used for Aspen Music Festival and School events.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The Aspen Center for Physics includes 33 units with 66 bedrooms. The parking requirements for the new housing units and replacement Essential Public Facility Space is proposed to be determined through the special review process, outlined later in this Exhibit.

(b) Fractional Requirement Computed. When any calculation of Parking Requirements results in a fractional unit, that fractional unit may be paid through a cash-in-lieu payment or satisfied through one (1) whole additional on-site parking or mobility commitment credit.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

A fraction requirement is not applicable to any of the proposals.

SEC. 26.515.050. MEETING PARKING REQUIREMENTS.

(a) General requirements. Parking Requirements shall be satisfied through the following provisions alone or in combination and described in a project's Mobility Plan:

(1) Cash-in-lieu. Cash-in-lieu payments may be made to satisfy Parking Requirements as outlined by zone district in Table 26.515-2, and according to Section 26.515.090.

(2) Provision of Off-Street Parking.

a. On-Site Parking. Off-street parking may be provided on-site in applicable zone districts to satisfy Parking Requirements, with Reserved and Accessory spaces not to exceed the Parking Maximums outlined below in Table 26.515-1. Shared parking may be counted provided that a Shared Parking Agreement and a shared-parking analysis, as approved by the Community Development Director, is executed.

b. Off-Site Parking. Off-street parking may be provided off-site in applicable zone districts to satisfy Parking Requirements, provided that a Shared Parking Agreement and a shared-parking analysis, as approved by the Community Development Director, is executed. Off-site parking is subject to Special Review per Chapter 26.430 and Section 26.515.080.

c. Reserved and Accessory Spaces. For both On-Site Parking and Off-Site Parking, Reserved and Accessory spaces in excess of the Parking Provision Maximums outlined below in Table 26.515-1 are subject to the Shared Parking standards in Section 26.515.040(a)(3).

(3) Shared Parking Spaces. For both On-Site Parking and Off-Site parking, shared parking spaces may be provided contingent upon a shared parking analysis being completed and a Shared Parking Agreement being executed, as approved by the Community Development Director.

(4) Mobility Measures. Mobility Measures, as defined in Section 26.515.010(b), may be provided, as follows:

a. Where projects are TIA exempt, Mobility Measures may be provided to satisfy Parking Requirements as outlined by zone district in Table 26.515-2.

b.Where projects are subject to the TIA, Surplus Mobility Measures (after the minimum TIA mitigation requirements have been met) may be provided to satisfy Parking Requirements as outlined by zone district in Table 24.

Table 24: 26.515-2 - Parking Requirements by Zone District				
Location	**Options for Meeting Parking Requirements**			
	Additional TIA Credits (Projects Subject to TIA)	**Mobility Commitments (Projects Exempt from TIA)**	**On-Site Parking Provision**	**Cash-In-Lieu of Parking Fee Payment**
Commercial Core (CC) and Commercial-1 (C-1) zones	Up to 2 Additional TIA Credits	Up to 2 Mobility Commitments	* Up to 20% of the Requirement. Up to 100% of the requirement if subgrade.	Up to 100% of the Requirement
Remaining Commercial, Lodging, and Lodging Overlay Zones	1 Additional TIA Credit (equal to 1 Parking Unit)	1 Mobility Commitment (equal to 1 Parking Unit)	At least 60% and up to 100% of the Requirement	Up to 40% of the Requirement
Remaining Infill Area	1 Additional TIA Credit (equal to 1 Parking Unit)	1 Mobility Commitment (equal to 1 Parking Unit)	Up to 100% of the Requirement	Up to 100% of the Requirement
All other Areas	1 Additional TIA Credit (equal to 1 Parking Unit)	1 Mobility Commitment (equal to 1 Parking Unit)	At least 60% and up to 100% of the Requirement	Up to 40% of the Requirement

The extent to which a project may satisfy its Parking Requirements with Mobility Commitments, On-Site Parking provision, and Cash-in-Lieu will vary by location, according to Table 26.515-2 below.

Parking Requirements are subject to the following standards:

(1) If the Parking Requirement is subject to establishment by adoption of a Planned Development final development plan, review is subject to Chapter 26.445, Planned Development.

(2) If the Parking Requirement is established through a special review, the standards and procedures of Section 26.515.080, Special Review Standards apply.

(3) If the Parking Requirement is met via cash-in-lieu, the standards and procedures set forth at Section 26.515.090, Cash-in-Lieu of Parking apply.

(4) For properties listed on the Aspen Inventory of Historic Landmark Sites and Structures, a waiver of the Parking Requirement may be approved, pursuant to Chapter 26.430, Special Review, and according to the review criteria set forth below.

(5) For lodging projects with flexible unit configurations, also known as "lock-off units," each separate "key," or rentable division, shall constitute a unit for the purposes of this Section.

(6) The Parking Requirement for projects with multiple, distinct land uses (residential, commercial, lodging, or other) may be lowered, if the applicant submits a shared-parking analysis, approved by the Community Development Director, which results in a peak-parking-demand measure that is less than the Parking Requirement established by Table 26.515-1. The application for a shared parking analysis shall be reviewed by The Transportation, Parking, Engineering, and Community Development Departments and approved by the Planning and Zoning Commission as a Special Review (Section 26.430).

*(7) *Off-street parking provision on a parcel that abuts an Aspen Pedestrian Mall may only be provided in an on-site, subgrade parking structure. Alternatively, parcels abutting an Aspen Pedestrian Mall may provide all Parking Requirements through the payment of Cash-in-Lieu (Section 26.515.090).*

RESPONSE TO CRITERIA – ASPEN INSTITUTE

100% of the parking requirement is provided on-site.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

100% of the parking requirement is provided on-site.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The proposal includes an extensive transportation management plan which will limit the need for parking. In addition, the location of academic housing on campus is expected to reduce trips to the site by approximately 66%. The in-site location will mean fewer academics will require a vehicle. In addition, the main parking area will be managed through a parking and transportation plan that is incorporated as part of the TIA and PD. This will include the use of parking passes to manage the overall parking use of the property.

Six parking spaces are proposed for the units located off of North Street. As discussed in the PD criteria, the Aspen Center for Physics has a strong car-free culture which will be maintained as part of this development. The existing 150 bike fleet will be expanded to include electric bicycles. Two new electric vehicles are proposed, and pedestrian improvements are included.

SEC. 26.515.060. PROCEDURES FOR REVIEW.

Development and redevelopment applications shall be reviewed pursuant to the following procedures, as well as standards and the Common Development Review Procedures set forth in Chapter 26.304.

(a) Review Authority. All applications will be reviewed administratively for compliance with this Chapter and relevant guidelines in conjunction with a project's land use application, unless otherwise specified. In all circumstances, the final land use review body shall approve the TIA, after considering a recommendation from the Engineering, Transportation, and Community Development Departments.

(b) Review Process. For all applicable development, Mobility Plan review is completed in conjunction with required land use reviews. Pursuant to Section 26.304.020, Pre-application Conference, applicants are encouraged, although not required, to meet with a member of the Community Development Department to clarify requirements of this Section and to determine applicability.

(1) For development only subject to administrative-level land use reviews, or for development meeting a threshold established in the TIA Guidelines but not subject to a land use review, the City Engineering and Transportation Departments may, on behalf of the City of Aspen, determine that the project meets or exceeds the requirements set forth in this Chapter and the Transportation Impact Analysis Guidelines.

When development meets an established threshold, but does not require a land use review, review for compliance with this Chapter and the Guidelines shall be completed as part of the building permit application.

(2) In all circumstances, the final land use review body shall approve the TIA, after considering a recommendation from the Engineering and Transportation Departments.

(c) Review Criteria. All applicable projects are required to submit a Mobility Plan, which shall include and describe a project's mitigations for TIA and Parking Requirements. The Engineering, Transportation, and Community Development Department staff shall determine whether the project conforms to this Chapter requirements using the following standards:

(1) Project TIA and the resulting mitigation program meets requirements for exempt, minor, or major project categories as outlined in the TIA Guidelines.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

Each project is subject to a Level 1 TIA. This is included in Exhibit M.

(2) Project provides full mitigation for the Parking Requirements pursuant to Section 26.515.050.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

100% of the parking requirement is provided on-site.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

100% of the parking requirement is provided on-site.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The proposal includes an extensive transportation management plan which will limit the need for parking. Six parking spaces are proposed for the units located off of North Street. The remaining units will have policies in place to restrict vehicles.. As discussed in the PD criteria, the Aspen Center for Physics has a strong car-free culture which will be maintained as part of this development. The existing 150 bike fleet will be expanded to include electric bicycles. Two new electric vehicles are proposed, and pedestrian improvements are included. As permitted by the code, this is proposed to be established through Special Review.

(3) If existing development is expanded, additional Parking Requirements shall be provided for that increment of the expansion.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

See responses to criterion c.2, above.

(4) If existing development is redeveloped, on-site parking deficits may not be maintained unless all parking, or at least twenty (20) spaces are provided as Public Parking.

RESPONSE TO CRITERIA – ALL ORGANIZATIONS

See responses to criterion c.2, above.

Projects failing to meet the requirements of this Section may apply for a variation to the Planning and Zoning Commission through the Special Review process (Section 26.430 and Section 26.515.080).

SEC. 26.515.080. SPECIAL REVIEW STANDARDS.

Whenever the transportation, mobility, and parking impacts of a proposed development are subject to special review, an application shall be processed as a special review in accordance with the common development review procedures set forth in Chapter 26.304 and be evaluated according to the following standards. Review is by the Planning and Zoning Commission.

If the project requires review by the Historic Preservation Commission and the Community Development Director has authorized consolidation pursuant to Subsection 26.304.060(b), the Historic Preservation Commission shall approve, approve with conditions or disapprove the special review application.

A special review for establishing, varying or waiving transportation, mobility, or off-street parking requirements may be approved, approved with conditions or denied based on its conformance with all of the following criteria:

(1) The transportation, mobility, and off-street parking needs of the residents, customers, guests and employees of the project have been met, taking into account potential uses of the parcel, the projected traffic generation of the project, any shared parking opportunities, expected schedule of parking demands, the projected impacts on the on-street parking of the neighborhood, the proximity to mass transit routes and the downtown area and any special services, such as vans, provided for residents, guests and employees.

(2) An on-site mitigation solution meeting the requirements and guidelines is practically difficult or results in an undesirable development scenario.

(3) Existing or planned on-site or off-site facilities adequately serve the needs of the development, including the availability of street parking.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

A total of 2,173 sq ft of essential public facility space for the engineering shop relocation is provided in the garage. This will house the engineering offices for the campus, and currently includes six employee. New employees are not proposed or anticipated related to this space. A total of 11 parking spaces are added to the garage, far exceeding the number of anticipated employees relocating to this space. Therefore, the proposed parking number and configuration is expected to exceed the need. Other essential public facility space is provided for storage and mechanical areas, so there are no workers in the remaining space.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

Special Review is not required.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

Because of the historic and strong car-free culture at the Aspen Center for Physics, an alternative parking and transportation plan is proposed. The proposed academic housing is estimated to result in a 66% in overall trips to the site. In addition, in the living memory of ACP, the existing 20 space parking area has not been fully utilized and has never resulted in car spillage into the neighborhood. The proposed reconfigured parking area, the addition of six new spaces provided in the units along North Street, and ACP's aggressive transportation demand management programs will meet anticipated parking needs and actually reduce the number of trips and parking spaces needed to meet that demand.

The Center owns an existing bike fleet of 150 bikes that are available for all visiting scientists and their families. Participants and their families also use the existing RFTA and City bus line options. These options will remain in place as part of this proposal. In addition, the Center will augment the bicycle fleet with at least five e-bikes equipped with baskets suitable for grocery shopping. The Center will also provide two shared electric vehicles available to those in on-site housing for limited, unavoidable car trips.

The ACP Transportation Management Plan (See the TIA) will provide ACP participants with detailed information on and strong incentives to use the Aspen Cross Town Shuttle, other free city shuttles, the Aspen Downtowner, free RFTA bus routes, ACP's bikeshare program, and other non-automotive resources. In addition, the new bike fleet, parking management, and infrastructure (MMLOS) improvements will further reduce transportation impacts and the need for additional parking. Overall, the creation of housing on-site will decrease the parking required for participants and will eliminate traffic impacts by taking cars off of Highway 82 and neighborhood streets.





EXHIBIT A.6 TRASH AND RECYCLING REQUIREMENTS

TRASH AND RECYCLING REQUIREMENTS CRITERIA RESPONSE

Chapter 12 of the Municipal Code identifies the trash requirements for development. Exhibit A6 includes the responses to the size and locational requirements for each property.

SEC. 12.10.030. SPACE REQUIRED FOR TRASH AND RECYCLING STORAGE FOR COMMERCIAL BUILDINGS.

All Commercial development within the Applicability Section 12.10.020 must provide adequate space for trash and recycling storage by meeting the following standards.

(a) Adequate space for Commercial Buildings is defined as follows:

(1) For Commercial Buildings that will not contain nor will have the capacity to contain an establishment with a Retail Food Service License, as defined by the State of Colorado Retail Food Establishment Rules and Regulations, a minimum of twenty (20) linear feet adjacent to the alleyway must be reserved for trash and recycling facilities. The required area shall have a minimum vertical clearance of ten (10) feet and a minimum depth of ten (10) feet at ground level.

(2) For Commercial Buildings that will contain or that will have the capacity to contain an establishment with a Retail Food Service License, as defined by the State of Colorado Retail Food Establishment Rules and Regulations, a minimum of twenty (20) linear feet adjacent to the alleyway must be reserved for trash and recycling storage. The required area shall have a minimum vertical clearance of ten (10) feet and a minimum depth of fifteen (15) feet at ground level.

(3) For Commercial Buildings that contain residential dwelling units, one and a half (1.5) square feet of space for trash and recycling storage shall be added to the minimum requirement listed in [Subsection] 12.10.020(c), Subsections (a) and (b) for each additional dwelling unit over five (5) units.

(b) If the property adjoins an alleyway, the trash and recycle service area shall be along and accessed from the alleyway.

(c) For properties with no alleyway access, Special Review is required from the Environmental Health Department. Applicant may apply for Special Review pursuant Section 12.10.080.

(d) The required area shall not be used for parking or as vehicular access to a parking area.

(e) The required area may be used for utility equipment storage if approved by both the City of Aspen Utility Department and Environmental Health Department.

(f) The trash and recycling areas shall be accessible to all tenants within the building in a manner that meets the requirements of the International Building Code Chapters 10 and 11 as adopted and amended by the City of Aspen. Alleyways (vehicular rights-of-way) may not be used as pathways (pedestrian rights-of-way) to meet the requirements of the International Building Code.

(g) If a separate storage area for recyclable materials is provided it shall be located adjacent to the trash collection area and must be approved by Special Review pursuant Section 12.10.080. The storage and collection of waste and recyclables should be designed to complement each other and to operate as one (1) system.

SEC. 12.10.080. - SPECIAL REVIEW.

(a) The City of Aspen Environmental Health Department may reduce the required dimensions of the trash and recycling area or may approve a trash and recycling area with a different configuration by Special Review and in accordance with the standards set forth below in Subsection 12.10.080(c).

(b) An applicant may request an exemption from some or all of the provisions of this Chapter by applying for Special Review from the Environmental Health Department.

(c) Applicants are eligible for Special Review consideration if:

(1) The property does not adjoin an alleyway.

(2) The applicant wishes to separate the trash and recycling areas.

(3) The applicant is proposing a reduced size for the trash and recycling area.

(4) The applicant feels the requirements of this Chapter cannot be met given the nature of the property.

(d) Applicants requiring or requesting Special Review shall submit a written explanation of the reasoning behind applying for Special Review. The applicant must show how trash and recycling will be properly disposed of and stored.

(e) The Environmental Health Department may reduce the required dimensions of a trash and recycling service area if:

(1) There is demonstration that, given the nature of the potential uses of the building and its total square footage, the trash and recycling area proposed will be adequate;

a. For the purposes of approvals, adequate will be defined as follows:

1. For a Commercial, Lodge or Multi-Family building the space must accommodate and provide access to the following types of bins, at the minimum:

One (1) garbage collection bin

One (1) comingled container recycling collection bin

One (1) office paper recycling collection bin

One (1) newspaper/magazine recycling collection bin

One (1) cardboard recycling collection bin or collection area where boxes can be stacked and contained in an enclosed space; and

2. Access by both the tenants and the waste hauling companies to the trash and recycling service area is adequate; and

3. Measures are provided for locating and enclosing trash bins and making them easily movable by trash personnel; and

4. The proposed area meets the requirements to the greatest extent practicable given physical constraints of the property or existing improvements.

(f) The Environmental Health Department shall consider the Special Review within thirty (30) days of the date of permit submittal. The Environmental Health Department shall issue a written decision to the applicant.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

There is no commercial space in the proposed building, but essential public facility space is proposed in the sub-grade garage. There is no food service occurring as part of this expansion, and the area is for relocated work stations and storage areas with limited trash and recycling impacts. There is a trash area located inside the building, on the ground level, which will serve the housing residents and this expanded garage space. This is approximately 215 sq ft and has access from the interior of the building and from the driveway. Exhibit G1 identifies the waste management access and area, and the architectural floor plans illustrate the location within the building.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

There is no Essential Public Facility space as part of this application. This criterion is not applicable.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

While essential public facility space is included in the application, there is no net expansion of this space. An updated trash and recycling area is proposed immediately behind Stranahan Hall, which will provide a central location for trash and recycling pick up. Exhibit G3 identifies the waste management access and area.

SEC. 12.10.050. SPACE REQUIRED FOR TRASH AND RECYCLING STORAGE FOR MULTI-FAMILY DEVELOPMENTS.

All Multi-Family development within the Applicability Section 12.10.020 must provide adequate space for trash and recycling storage by meeting the following standards.

(a) Adequate space for Multi-Family Developments is defined as follows:

(1) Multi-Family Developments including ten (10) or fewer dwelling units shall provide a minimum of twelve (12) linear feet for trash and recycling storage. The required area shall have a minimum vertical clearance of ten (10) feet and a minimum depth of ten (10) feet at ground level.

(2) Multi-Family Developments including more than ten (10) and fewer than thirty (30) dwelling units shall provide an additional one and a half (1.5) square feet for each additional dwelling unit over ten (10), in addition to the required one hundred and twenty (120) square feet described in Section 12.10.050(a)(2) above.

(3) Multi-Family Developments that include thirty (30) or more dwelling units shall provide a minimum of one hundred fifty (150) square feet of space for trash and recycling storage plus an additional one hundred fifty (150) square feet for every increment of thirty (30) additional units over fifty-nine (59). This space may be located in a central collection area or may be divided into smaller collection areas located in different locations throughout the property. If smaller, separate collection areas are planned, no single area may measure fewer than one hundred and twenty (120) square feet.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The proposed development includes 13 units, requiring 124.5 sq ft for trash and recycling storage. The calculation is as follows:

12 linear feet, 10 vertical feet = 120 + (1.5x3 = 4.5) = 124.5 sq ft

A trash area of approximately 215 sq ft is included on the ground floor of the building. All tenants will have access to this space. The driveway to access the surface parking is 20' in width which accommodates waste management and emergency access. Recycling and waste management dumpsters are planned to be located interior to the building and will be accessible to all residents. A roll up door allows for dumpsters to be positioned at the end of the driveway on pick-up days.

The area is easily accessible from the drive lane, allowing trash and recycling pick up at grade. This is shown on Exhibit G1.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The proposed development includes 13 units, requiring 124.5 sq ft for trash and recycling storage.

12 linear feet, 10 vertical feet = 120 + (1.5x3 = 4.5) = 124.5 sq ft

A trash enclosure of approximately 12 square feet is included in the garage of the three-bedroom unit. This is anticipated to function similar to other residential pick-ups in the west end and provided adequate space for this unit.

In addition, a shared trash and recycling area for the remaining 12 units is located on the north side of the units, located in the drive lane access from North 3rd Street. This area is approximately 150 sq ft. The reconfigured parking lot is sized to accommodate waste management, emergency access and bus turning movements. Gillespie and N. 3rd Street allow for the multi-family buildings to be access on all four sides of the development. A common exterior trash enclosure is planned on the north side of the housing units, adjacent to the housing parking spaces. This is shown in more detail on Exhibit G2.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The proposed development includes a total of 31 units, requiring a minimum of 150 sq ft for trash and recycling storage. While considered multi-family units under the land use code, the six units located along North Street function like a single-family home with an ADU. For this reason, these units have trash and recycling areas sized and located in the garage to match the existing single family development pattern and uses on the block. The trash areas are located inside the garage, and tenants will pull the bins out to the street on collection day. These each measure approximately 12 sq ft in size each, for a total of 36 sq ft.

When the 6 units off of North Street are removed from the calculation, there are 25 remaining units located north of Stranahan Hall that need trash and recycling. This equates to a requirement of 142.5 sq ft, calculated as follows:

12 linear feet, 10 vertical feet = 120 + (1.5x15 = 22.5) = 142.5 sq ft

The trash and recycling area behind Stranahan Hall is approximately 192 sq ft in size. Overall, given the anticipated use of the units this space is sufficient to meet the demands of ACP. This is shown in more detail on Exhibit G3.

(b) The required area shall not be used for parking or as vehicular access to a parking area.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The proposed trash and recycling area will not be used for parking or vehicular access to a parking area. The area is immediately adjacent to the at-grade vehicular access from Meadows Road.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The proposed trash and recycling area will not be used for parking or vehicular access to a parking area. The area is immediately adjacent to the at-grade vehicular access from North 3rd Street.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The proposed trash and recycling receptacle will not be used for parking or vehicular access to a parking area. No vehicles other than emergency vehicles, trash / recycling vehicles, and fire trucks will use the drive lane to access the northern units. An attached carport for 2 electric golf cart vehicles is adjacent to the trash area, but is specifically delineated on the site plan.

(c) The area may be used for utility equipment storage if approved by both the City of Aspen Utility Department and Environmental Health Department.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

Storage of propane tanks that are required by other environmental regulations to be above grade are anticipated to be adjacent to the trash and recycling area. These propane tanks exist in the area today and will not obstruct access to the trash and recycling area.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The proposed site plan will not store utility equipment within the trash and recycling area.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The proposed site plan will not store utility equipment within the trash and recycling area.

(d) The trash and recycling areas shall be accessible to all tenants within the development in a manner that meets the requirements of the International Building Code Chapters 10 and 11 as adopted and amended by the City of Aspen. Alleyways (vehicular rights-of-way) may not be used as pathways (pedestrian rights-of-way) to meet the requirements of the International Building Code.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

The trash and recycling receptacles will be located at the back of a at-grade parking area with a separate paved pedestrian pathway leading to the receptacles.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

The trash and recycling receptacles will be located adjacent to the site's main vehicular access point, with a separate paved pedestrian pathway leading to the receptacles.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

The trash and recycling receptacles will be located behind Stranahan Hall, with a separate paved pedestrian pathway leading to the receptacles.

(e) If a separate storage area for recyclable materials is provided it shall be located adjacent to the trash collection area and must be approved by Special Review pursuant Section 12.10.080. The storage and collection of waste and recyclables should be designed to complement each other and to operate as one (1) system.

RESPONSE TO CRITERIA – ASPEN INSTITUTE

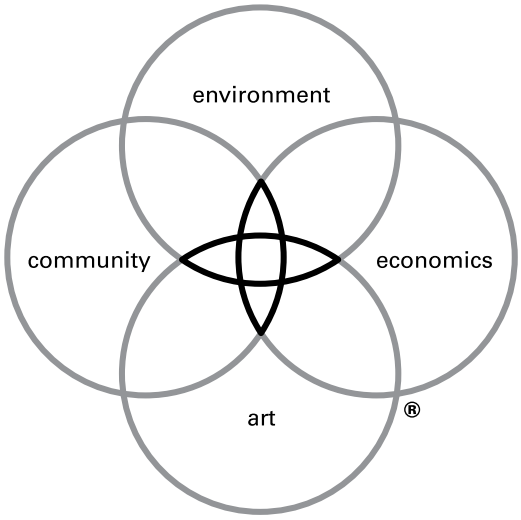
Trash and recycling receptacles will be located in the same location.

RESPONSE TO CRITERIA – ASPEN MUSIC FESTIVAL AND SCHOOL

Trash and recycling receptacles will be located in the same location.

RESPONSE TO CRITERIA – ASPEN CENTER FOR PHYSICS

Trash and recycling receptacles will be located in the same location.



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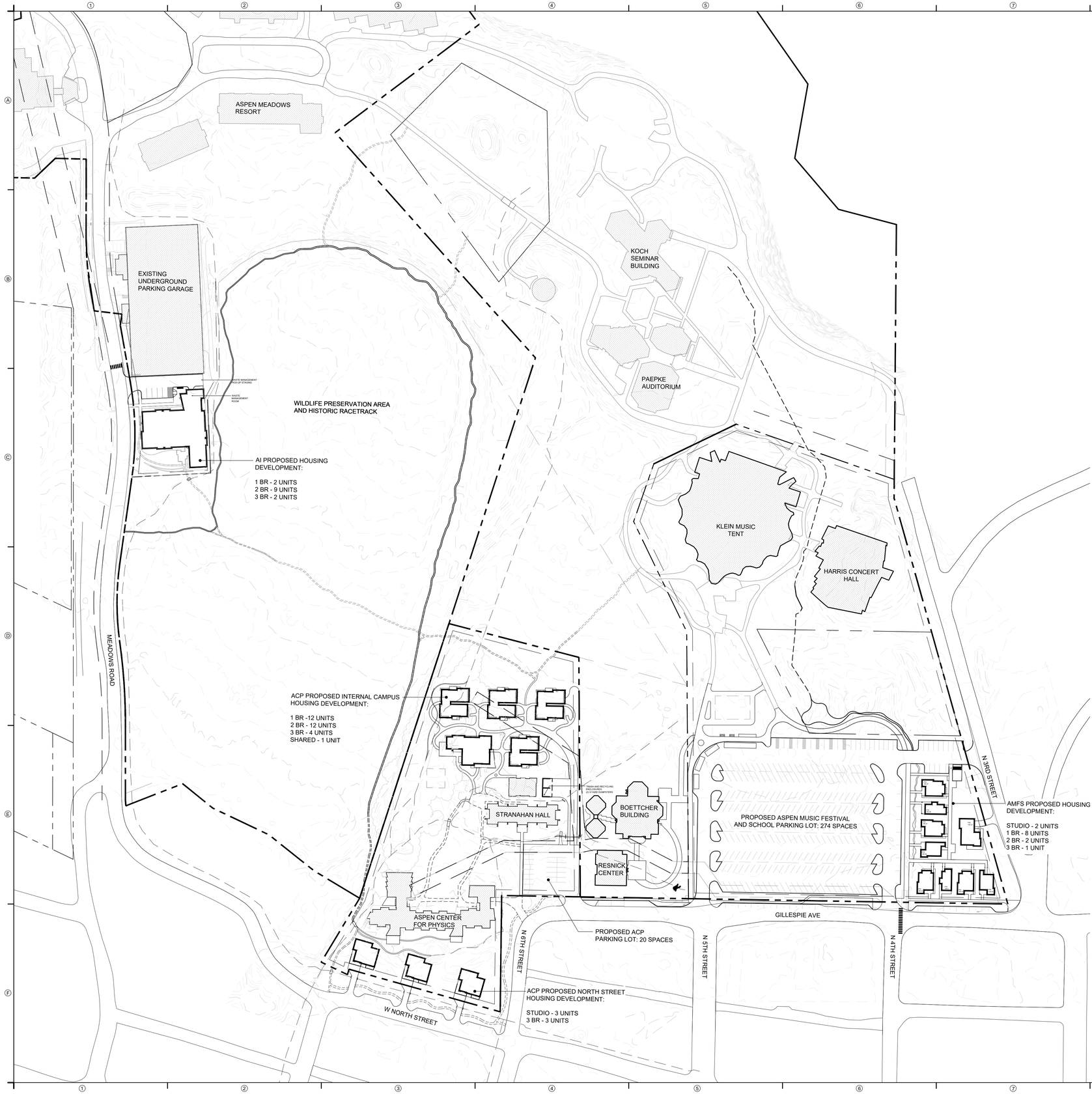

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

SHEET NUMBER

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

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CAMPUS DITCH PLAN

SHEET NUMBER

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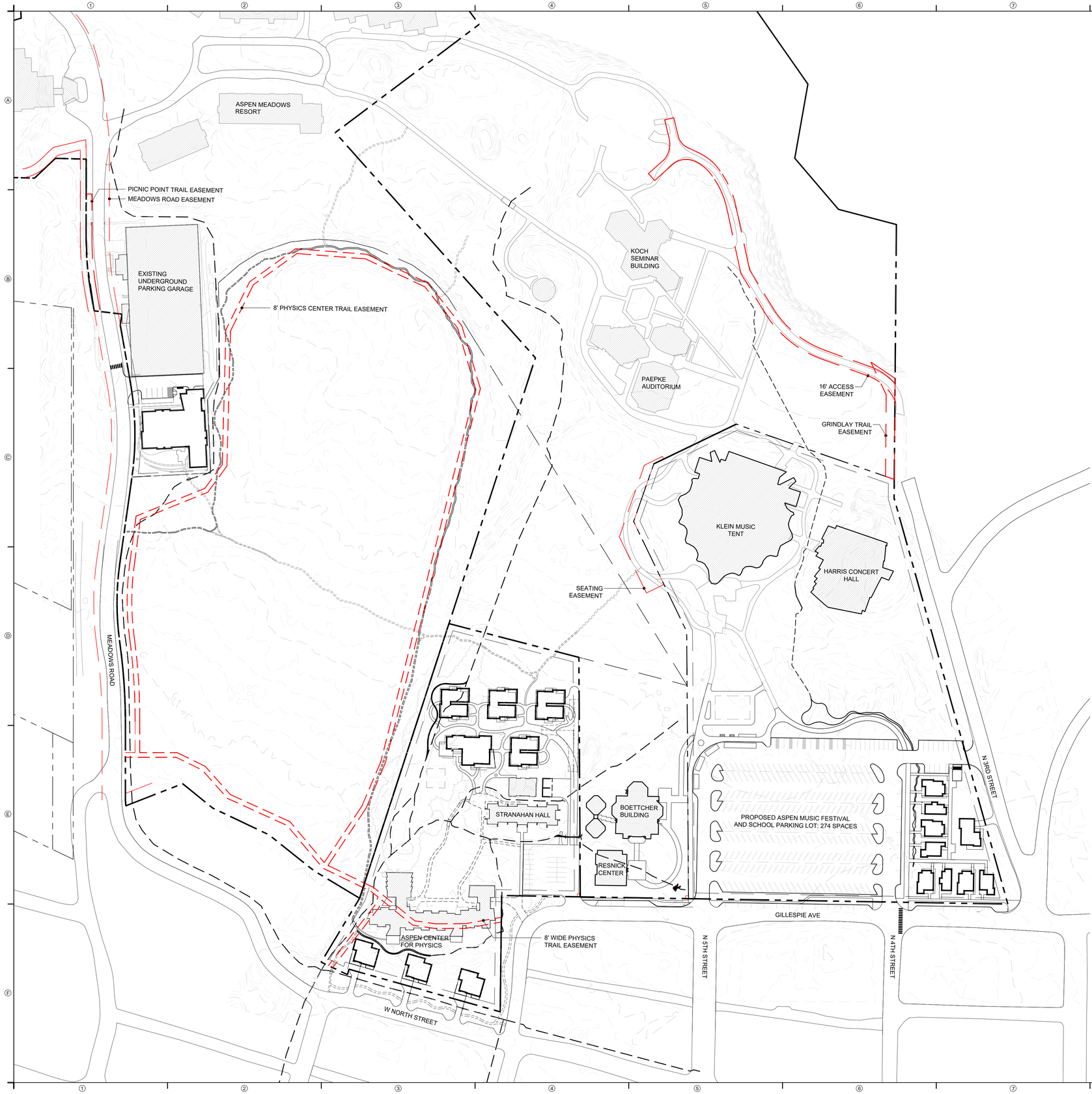

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

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CONCEPTUAL LAND USE APPLICATION

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CAMPUS EASEMENT PLAN

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EXISTING PUBLIC TRAIL

PROPOSED PUBLIC TRAIL

EXISTING PUBLIC SIDEWALK

ASPEN MEADOWS RESORT

EXISTING UNDERGROUND PARKING GARAGE

WILDLIFE PRESERVATION AREA AND HISTORIC RACETRACK

AI PROPOSED HOUSING DEVELOPMENT:
1 BR - 2 UNITS
2 BR - 9 UNITS
3 BR - 2 UNITS

DITCH CROSSING

MEADOWS ROAD

KOCH SEMINAR BUILDING

PAEPKE AUDITORIUM

KLEIN MUSIC TENT

HARRIS CONCERT HALL

ACP PROPOSED INTERNAL CAMPUS HOUSING DEVELOPMENT:

1 BR -12 UNITS
2 BR - 12 UNITS
3 BR - 4 UNITS
SHARED - 1 UNIT

STRANAHAN HALL

BOETTCHER BUILDING

RESNICK CENTER

ASPEN CENTER FOR PHYSICS

PROPOSED ASPEN MUSIC FESTIVAL AND SCHOOL PARKING LOT: 274 SPACES

PROPOSED ACP PARKING LOT: 20 SPACES

N 3RD STREET

AMFS PROPOSED HOUSING DEVELOPMENT:

STUDIO - 2 UNITS
1 BR - 8 UNITS
2 BR - 2 UNITS
3 BR - 1 UNIT

GILLESPIE AVE

N 6TH STREET

N 5TH STREET

N 4TH STREET

ACP PROPOSED NORTH STREET HOUSING DEVELOPMENT:

STUDIO - 3 UNITS
3 BR - 3 UNITS

W NORTH STREET

NORTH

0 20' 40' 80'

ORIGINAL SCALE: 1" = 40'-00"

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

CAMPUS TRAIL CONNECTIVITY PLAN

SHEET NUMBER

L0-03

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Aspen Meadows Vicinity Map
September, 2024

Cemetery Lane

Aspen Meadows Campus

West End

Smuggler

Aspen Highlands

Downtown Aspen

East End

N

0 0.25 0.5 Miles

877

IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

SITUATED IN THE NORTH ½ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

TITLE PROPERTY DESCRIPTION

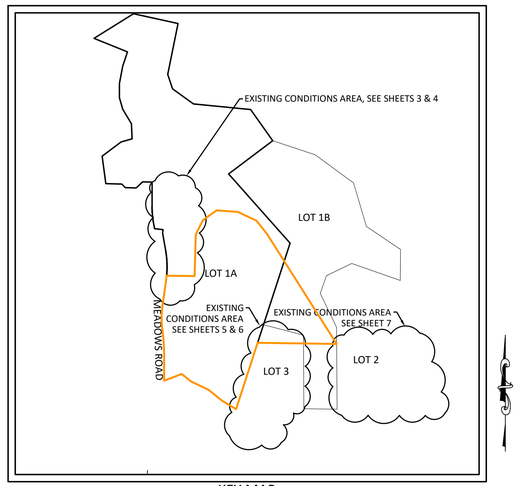
LOT 1A
THE ASPEN MEADOWS SUBDIVISION, ACCORDING TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT RECORDED JUNE 24, 1992 IN PLAT BOOK 28 AT PAGE 5 AS RECEPTION NO. 340938, AND FIRST AMENDMENT TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT RECORDED DECEMBER 17, 1992 IN PLAT BOOK 30 AT PAGE 17 AS RECEPTION NO. 351951, AMENDMENT RECORDED APRIL 18, 2005 IN PLAT BOOK 72 AT PAGE 68 AS RECEPTION NO. 509067, AND AMENDMENT RECORDED APRIL 11, 2006 IN BOOK 78 AT PAGE 35 AS RECEPTION NO. 522847, AND AMENDMENT FOR LOT 1A, ASPEN MEADOWS SUBDIVISION PLAT RECORDED MARCH 9, 2017 IN PLAT BOOK 118 AT PAGE 85 AS RECEPTION NO. 636682.

LOT 1B (REVIEWED TITLE - PROPERTY NOT PART OF THIS SURVEY)
THE ASPEN MEADOWS SUBDIVISION, ACCORDING TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT RECORDED JUNE 24, 1992 IN PLAT BOOK 28 AT PAGE 5 AS RECEPTION NO. 340938, AND FIRST AMENDMENT TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT RECORDED DECEMBER 17, 1992 IN PLAT BOOK 30 AT PAGE 17 AS RECEPTION NO. 351951, SECOND AMENDMENT RECORDED AUGUST 31, 1995 IN BOOK 38 AT PAGE 13 AS RECEPTION NO. 384908, AMENDMENT RECORDED APRIL 18, 2005 IN PLAT BOOK 72 AT PAGE 68 AS RECEPTION NO. 509067, AND AMENDMENT RECORDED APRIL 11, 2006 IN BOOK 78 AT PAGE 35 AS RECEPTION NO. 522847, AND AMENDMENT FOR LOT 1B, ASPEN MEADOWS SUBDIVISION PLAT RECORDED JANUARY 5, 2010 IN PLAT BOOK 92 AT PAGE 97 AS RECEPTION NO. 565857.

LOT 2
THE ASPEN MEADOWS SUBDIVISION, ACCORDING TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT RECORDED JUNE 24, 1992 IN PLAT BOOK 28 AT PAGE 5 AS RECEPTION NO. 340938, AND ASPEN MEADOWS SUBDIVISION LOT #2 FINAL S.P.A. DEVELOPMENT PLAN RECORDED JULY 19, 1999 IN PLAT BOOK 50 AT PAGE 49 AS RECEPTION NO. 433538.

LOT 3
THE ASPEN MEADOWS SUBDIVISION, ACCORDING TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT RECORDED JUNE 24, 1992 IN PLAT BOOK 28 AT PAGE 5 AS RECEPTION NO. 340938, AND AMENDMENT NO. 3 RECORDED SEPTEMBER 6, 1996 IN BOOK 40 AT PAGE 25 AS RECEPTION NO. 396738.

CITY AND TOWNSITE OF ASPEN
COUNTY OF PITKIN
STATE OF COLORADO



KEY MAP
SCALE: 1" = 400'

SOURCE DOCUMENTS

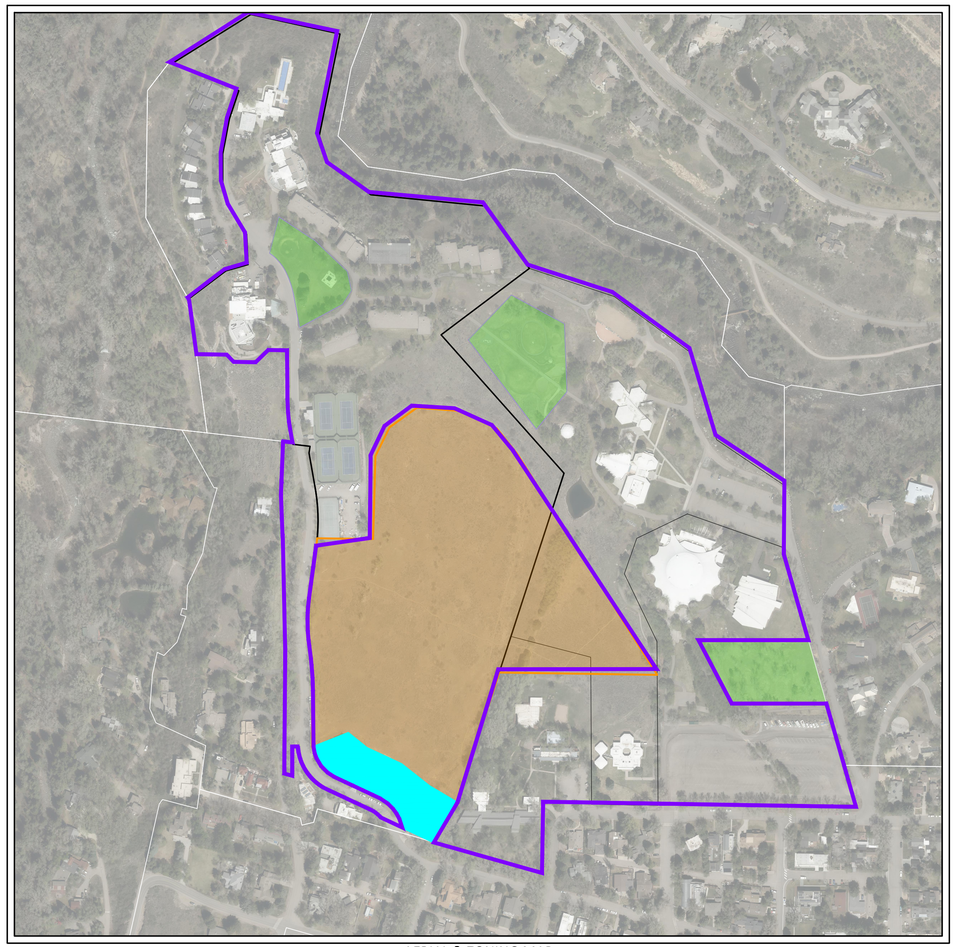
- PLAT - ASPEN MEADOWS SUBDIVISION EXCEPTION RECORDED OCTOBER 31, 1985 IN PLAT BOOK 17 AT PAGE 84 AS RECEPTION NO. 272729
- PLAT - ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT RECORDED JUNE 24, 1992 IN PLAT BOOK 28 AT PAGE 5 AS RECEPTION NO. 340938
- PLAT - FIRST AMENDMENT TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT RECORDED DECEMBER 17, 1992 IN PLAT BOOK 30 AT PAGE 17 AS RECEPTION NO. 351951
- PLAT - SECOND AMENDMENT TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLANT RECORDED AUGUST 31, 1995 IN BOOK 38 AT PAGE 13 AS RECEPTION NO. 384908
- PLAT - ASPEN MEADOWS FINAL S.P.A. AMENDMENT NO. 3 RECORDED SEPTEMBER 6, 1996 HI BOOK 40 AT PAGE 25 AS RECEPTION NO. 396738
- PLAT - ASPEN MEADOWS SUBDIVISION LOT #3 FINAL S.P.A. DEVELOPMENT PLAN RECORDED JULY 19, 1999 IN PLAT BOOK 50 AT PAGE 49 AS RECEPTION NO. 433538
- PLAT - ASPEN MEADOW SUBDIVISION LOT 1A AMENDED S.P.A. DEVELOPMENT PLAN (AMENDMENT NO. 5) RECORDED APRIL 18, 2005 IN PLAT BOOK 72 AT PAGE 68 AS RECEPTION NO. 509067
- PLAT - ASPEN MEADOW SUBDIVISION LOT 1A AMENDED S.P.A. DEVELOPMENT PLAN (AMENDMENT NO. 6) RECORDED APRIL 11, 2006 IN BOOK 78 AT PAGE 35 AS RECEPTION NO. 522847
- PLAT - ASPEN MEADOW SUBDIVISION LOT 1B AMENDED S.P.A. DEVELOPMENT PLAN AMENDMENT NO. 7 OF THE ASPEN MEADOWS S.P.A. PLAN RECORDED JANUARY 5, 2010 IN PLAT BOOK 92 AT PAGE 97 AS RECEPTION NO. 565857
- PLAT - ASPEN MEADOW SUBDIVISION LOT 1B AMENDED S.P.A. DEVELOPMENT PLAN AMENDMENT NO. 8 OF THE ASPEN MEADOWS S.P.A. PLAN RECORDED FEBRUARY 25, 2010 IN BOOK 93 AT PAGE 35 AS RECEPTION NO. 567222
- PLAT - LOT 1A ASPEN MEADOWS SUBDIVISION AMENDMENT NO. 10 TO ASPEN MEADOWS SUBDIVISION PLANNED DEVELOPMENT (PD) PLAN RECORDED MARCH 9, 2017 IN PLAT BOOK 118 AT PAGE 85 AS RECEPTION NO. 636682

ALL OF THE PITKIN COUNTY, COLORADO RECORDS-UNLESS OTHERWISE NOTED.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

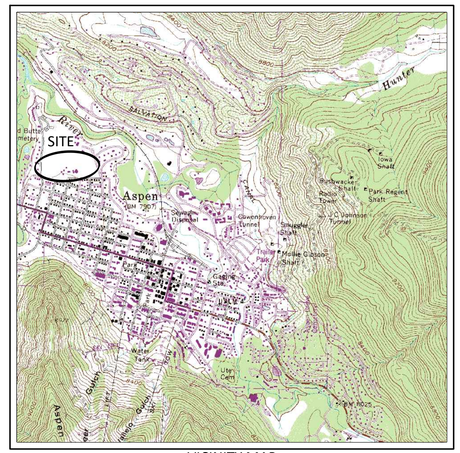
SHEET INDEX:

SHEET 1 - PROPERTY DESCRIPTION, SURVEY NOTES, SURVEY CERTIFICATE & SOURCE DOCUMENTS
SHEET 2 - RECORDED EASEMENTS & FOUND MONUMENTS
SHEET 3 - LOT 1A EXISTING CONDITIONS
SHEET 4 - LOT 1A TREE CHART
SHEET 5 - LOT 3 EXISTING CONDITIONS
SHEET 6 - LOT 3 BUILDING DIMENSIONS & TIES
SHEET 7 - LOT 2 EXISTING CONDITIONS
SHEET 8 - LOTS 1A, 2 & 3 OVERALL CONTOURS
SHEET 9 - MUSIC SCHOOL TREES
SHEET 10- PHYSICS CENTER TREES
SHEET 11- TREE TABLE



AERIAL & ZONING MAP
SCALE: 1" = 400'

CITY OF ASPEN ZONING - OPEN SPACE
CITY OF ASPEN ZONING - ZONE A
CITY OF ASPEN ZONING - WILDLIFE PROTECTION
CITY OF ASPEN ZONING - R15



VICINITY MAP
SCALE: 1" = 2000'

SUBJECT PROPERTY INFORMATION:

LOT 1A ADDRESS: 845 MEADOWS ROAD, ASPEN, CO 81611
LOT 1B ADDRESS: 1000 NORTH THIRD STREET, ASPEN, CO 81611
LOT 2 ADDRESS: 960 NORTH THIRD STREET, ASPEN, CO 81611
LOT 3 ADDRESS: 700 WEST GILLESPIE STREET, ASPEN, CO 81611

SURVEY NOTES

1. DATE OF SURVEY: AUGUST 17, 18, 23, 31; SEPTEMBER 2, 6, 11, 12, 14, 23, 26 -28; AND OCTOBER 2 - 6, 2023. UPDATED WITH ADDITIONAL VEGETATION DECEMBER 17, 23, 2024 AND JANUARY 7, 8, 10 AND 14, 2025.
2. DATE OF PREPARATION: AUGUST - NOVEMBER, 2023. UPDATED JANUARY, 2024 WITH DEFINED ZONE AREAS. UPDATED DECEMBER, 2024 AND JANUARY - FEBRUARY, 2025.
3. BASIS OF BEARING: A BEARING OF N17°43'38"W FROM THE SOUTHEAST CORNER OF LOT 1A, MONUMENTED BY A FOUND NO. 4 REBAR WITH A 1.25" PLASTIC CAP STAMPED "LS 26926" FLUSH WITH GROUND, TO AN ANGLE POINT ON THE COMMON BOUNDARY BETWEEN LOT 1A AND LOT 4, MONUMENTED BY A FOUND NO. 4 REBAR WITHOUT A CAP, AS SHOWN ON SHEET 2. THE MONUMENTS DESCRIBED ABOVE WERE PLACED BY THE SURVEYOR OF RECORD WHO PREPARED THE PLAT RECORDED JUNE 24, 1992 IN PLAT BOOK 28 AT PAGE 5 AS RECEPTION NO. 340938.
4. BASIS OF SURVEY: THE PLATS LISTED IN SOURCE DOCUMENTS AND THE FOUND SURVEY MONUMENTS AS SHOWN.
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND/OR TITLE OF RECORD, SE RELIED UPON THE INSTRUMENTS LISTED IN SOURCE DOCUMENTS AND THE TITLE COMMITMENTS PREPARED BY TITLE COMPANY OF THE ROCKIES WITH COMMITMENT NUMBER AND EFFECTIVE DATE LISTED BELOW:
   - 5.1. LOT 1A: COMMITMENT NUMBER: 7002467-C, EFFECTIVE DATE: OCTOBER 13, 2023
   - 5.2. LOT 1B: COMMITMENT NUMBER: 7002470-C, EFFECTIVE DATE: OCTOBER 13, 2023
   - 5.3. LOT 2: COMMITMENT NUMBER: 7002469-C2, EFFECTIVE DATE: OCTOBER 13, 2023
   - 5.4. LOT 3: COMMITMENT NUMBER: 7002468-C, EFFECTIVE DATE: OCTOBER 13, 2023
6. THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
7. BASIS OF ELEVATION: AN NAVD88 DERIVED ELEVATION OF 7883.01' ON THE FOUND NO. 4 REBAR WITHOUT A CAP MONUMENTING THE SOUTHEAST CORNER OF THE SUBDIVISION, AS SHOWN.
8. LOTS 1A, 1B, 2 AND 3 ARE WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD, PER F.I.R.M. 08097C0354E, EFFECTIVE AUGUST 15, 2019.
9. LOTS 1A, 1B, 2 AND 3 ARE NOT WITHIN THE MUD FLOW ZONES SHOWN ON MAP 7.1c, ACCORDING TO THE 2014 CITY OF ASPEN URBAN RUNOFF MANAGEMENT PLAN
10. LOTS 1A, 1B, 2 AND 3 ARE OUTSIDE THE POTENTIAL GEOLOGICAL HAZARD ZONES, ACCORDING TO THE 2001 CITY OF ASPEN MASTER DRAINAGE PLAN (FIGURE ES-5).

IMPROVEMENT SURVEY PLAT

I, GEOFFREY R. KELLER, HEREBY CERTIFY TO THE ASPEN INSTITUTE, INC., A COLORADO NONPROFIT CORPORATION; MUSIC ASSOCIATES OF ASPEN, INC., A COLORADO NONPROFIT CORPORATION; ASPEN CENTER FOR PHYSICS, A COLORADO NONPROFIT CORPORATION AND TITLE COMPANY OF THE ROCKIES, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S. § 38-51-102(9), AND THAT IT IS A MONUMENTED LAND SURVEY SHOWING THE CURRENT LOCATION OF ALL STRUCTURES, WATER COURSES, WATER FEATURES AND/OR BODIES OF WATER , ROADS, VISIBLE UTILITIES, FENCES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL EASEMENTS AND RIGHTS OF WAY OF A PUBLIC OR PRIVATE NATURE THAT ARE VISIBLE, OR APPARENT, OR OF RECORD AND UNDERGROUND UTILITIES DESCRIBED IN TITLE COMPANY OF THE ROCKIES TITLE INSURANCE COMMITMENT NUMBERS 7002467-C, 7002470-C, 7002469-C2 AND 7002468-C, OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY PLAT.

THE ERROR OF CLOSURE FOR THIS PLAT IS LESS THAN 1/15,000.

2/6/25

COLORADO LICENSED GEOFFREY R. KELLER 37997 PROFESSIONAL LAND SURVEYOR

GEOFFREY R. KELLER L.S. #37997

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704 0311 • soprisengineering.com

IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

SITUATED IN THE NORTH ½ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

SHEET 2 OF 18
RECORDED EASEMENTS & FOUND MONUMENTS

GRAPHIC SCALE

100 0 50 100 200 400

(IN U.S. SURVEY FEET)
1 inch = 100 ft.

MONUMENT LEGEND

- SURVEY MONUMENT/CONTROL PT.
- INDICATES SET MONUMENT

EXISTING EASEMENT
EXISTING PROPERTY LINE

CONVERVATION EASEMENT AREA

Line Table		
Line #	Direction	Length
L1	N89° 58' 15"W	185.80'
L2	N89° 58' 15"W	135.00'
L3	N14° 47' 33"E	9.66'
L4	N65° 30' 00"W	50.00'
L5	N30° 18' 40"E	128.06'
L6	N59° 54' 00"W	91.64'
L7	S52° 19' 30"E	98.97'
L8	N65° 30' 00"W	107.25'
L9	N51° 54' 00"W	66.45'
L10	S67° 47' 43"W	104.56'
L11	N0° 54' 00"W	130.31'
L12	N10° 54' 00"W	99.94'
L13	N7° 39' 12"E	19.10'
L14	N84° 14' 00"W	48.11'
L15	N10° 54' 00"W	34.06'
L16	N0° 54' 00"W	136.60'
L17	N89° 34' 00"W	53.00'
L18	S45° 26' 00"W	49.14'
L19	N89° 34' 00"W	61.50'
L20	N44° 34' 00"W	27.93'

Line Table		
Line #	Direction	Length
L21	N89° 34' 00"W	89.37'
L22	N8° 33' 52"W	155.05'
L23	N52° 07' 04"E	132.12'
L24	N73° 07' 16"E	64.45'
L25	N3° 39' 49"W	84.29'
L26	N31° 44' 42"W	94.03'
L27	N17° 03' 57"W	67.36'
L29	N1° 04' 29"W	79.06'
L30	N9° 48' 00"E	99.14'
L31	N17° 30' 43"E	83.95'
L32	S19° 27' 14"E	85.44'
L33	S55° 12' 34"E	144.22'
L34	S18° 21' 00"W	105.00'

SECOND ASPEN COMPANY SUBDIVISION

FOUND NO. 5 REBAR W/1 ¼" WHITE PLASTIC CAP ILLEGIBLE, 0.85' BELOW GROUND

S0° 27' 00"E 205.46'

FOUND MAGNETIC NAIL W/ALUMINUM DISK L.S. 28643, FLUSH W/GROUND

S16° 35' 00"E 723.96'

STREET LIGHT EASEMENT REC.NO. 407782

PROJECT BENCHMARK ELV=7883.01' FOUND NO. 4 REBAR NO CAP, 0.5' ABOVE GROUND

FOUND LOOSE NO. 4 REBAR, NO CAP

FOUND NO. 4 REBAR, NO CAP 0.1' ABOVE GROUND

S56° 56' 28"E 230.52'

S17° 20' 06"E 252.89'

N71° 38' 52"W 287.42'

LOT 2
360,309 SQ. FT.+/-
8.272 ACRES +/-

OPEN SPACE, PLAT BOOK 28 PAGE 5 (TYP., GREEN LINE)

548.33'

N89° 58' 15"W

GILLEPIE AVE

S63° 21' 00"W 157.00'

SEATING EASEMENT PLAT BOOK 28 PAGE 5

10' WIDE HOLY CROSS UNDERGROUD EASEMENT REC.NO.667922
EASEMENT NOT DESCRIBED, PLACED USING SCANNED IMAGE

FOUND NO. 4 REBAR W/1 ¼" ORANGE PLASTIC CAP L.S. 26296, 0.3' ABOVE GROUND

S26° 39' 00"E 210.00'

N1° 19' 00"W 458.41'

5'XS' PROPOSED STREET LIGHT EASEMENT REC.NO. 409412

FOUND NO. 5 REBAR W/1 ¼" ORANGE PLASTIC CAP ILLEGIBLE, FLUSH W/GROUND

FOUND NO. 4 REBAR W/1 ¼" ORANGE PLASTIC CAP L.S. 26296, 0.2' ABOVE GROUND

FOUND NO. 5 REBAR W/1 ¼" ORANGE PLASTIC CAP L.S. 28643, FLUSH W/GROUND

FOUND NO. 5 REBAR W/1" ORANGE PLASTIC CAP L.S. 26206, 0.2' ABOVE GROUND

S54° 37' 27"E 266.20'

S72° 39' 21"E 249.94'

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP SIDEWAYS ILLEGIBLE

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S. 26296, 0.1' ABOVE GROUND

N1° 16' 28"W 411.23'

5'XS' PROPOSED STREET LIGHT EASEMENT REC.NO. 409412

FOUND NO. 5 REBAR W/1 ¼" YELLOW PLASTIC CAP WC L.S. 2376 0.25 BELOW GROUND

SIXTH STREET

S0° 12' 00"E 199.71'

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S. 26926, FLUSH W/GROUND

LOT 1B
573,310 SQ. FT. +/-
13.160 ACRES +/-

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP 0.3' BELOW GROUND

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S. 26296, 0.1' ABOVE GROUND

S17° 04' 45"W 480.00'

N76° 23' 26"W 230.44'

20' WIDE SEWERLINE EASEMENT REC.NO. 691927

LOT 3
178,449 SQ. FT. +/-
4.10 ACRES +/-

CITY OF ASPEN G.P.S. CONTROL MONUMENT NO. 9 AT THE INTERSECTION OF 6TH AND FRANCIS STREETS

S40° 57' 14"W 701.42'

S36° 18' 42"E 213.92'

S52° 07' 04"W 308.69'

S42° 32' 40"E 517.51'

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S. 26296, 0.2' ABOVE GROUND

S17° 04' 45"W 495.93'

N75° 12' 00"W 269.67'

NORTH STREET

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S. 26926, FLUSH W/GROUND

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S. 26296, 0.1' ABOVE GROUND

CONSERVATION EASEMENT REC. NO. 630707

N17° 43' 38"W (BASIS OF BEARING)

FOUND NO. 4 REBAR W/1 ¼" ALUMINUM CAP ILLEGIBLE 0.20 BELOW GROUND

8' WIDE SEVENTH STREET PATH PLAT BOOK 28 PAGE 5

L3 L4 L5 L6 L7 L8 L9 L10

LOT 10

LOT 9

LOT 8

LOT 7

FOUND 1 ¼" ORANGE PLASTIC CAP 0.1' ABOVE GROUND

FOUND 1 ¼" ORANGE PLASTIC CAP FLUSH W/GROUND

FOUND NO. 5 REBAR W/ 1 ¼" RED PLASTIC CAP ILLEGIBLE 0.1' BELOW GROUND

FOUND NO. 5 REBAR W/ 1 ¼" RED PLASTIC CAP L.S. 26947 0.3' BELOW GROUND

CITY OF ASPEN G.P.S. CONTROL MONUMENT NO. 20 AT THE INTERSECTION OF 7TH AND FRANCIS STREETS

S75° 10' 06"E 348.95'

PITKIN RESERVE SUBDIVISION

FOUND NO. 4 REBAR W/NO CAP 0.2' ABOVE GROUND

S85° 19' 25"E 320.62'

20' WIDE SEWER LINE EASEMENT REC. NO. 374372

20' WIDE WATERLINE EASEMENT BOOK 262 Page 916

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S.26296

LOT 1A
1,156,023 SQ FT +/-
26.539 ACRES +/-

8' PHYSICS CENTER TRAIL EASEMENT PLAT BOOK 28 PAGE 5

WILDLIFE PROTECTION, PLAT BOOK 28 PAGE 5 (ORANGE LINE)

FOUND NO. 5 REBAR W/NO CAP 0.2' BELOW GROUND

S10° 33' 44"W 290.00'

L32 L33

S78° 33' 02"E 255.00'

20' EASEMENT REC. NO. 422232

N7° 06' 00"E 150.28'

C1 C2 C3 C4 C5

L11 L12 L13 L14 L15 L16

MEADOWS ROAD

OUTLOT A

OUTLOT B

MEADOWS ROAD TRAIL

FOUND NO. 5 REBAR W/NO CAP 0.2' BELOW GROUND

FOUND NO. 4 REBAR W/NO CAP 0.2' ABOVE GROUND

LOT 4

FOUND NO. 4 REBAR W/1 ¼"RED PLASTIC CAP FLUSH W/GROUND

FOUND NO. 5 REBAR W/ 1 ¼"RED PLASTIC CAP L.S.20133 FLUSH W/GROUND

FOUND NO. 5 REBAR W/ 1 ¼"RED PLASTIC CAP L.S.20133 FLUSH W/GROUND

FOUND SPIKE

FOUND 1"X.25" STEEL BAR

FOUND NO. 5 REBAR W/NO CAP 0.1' BELOW GROUND

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S.26296 FLUSH W/GROUND

2' WIDE CONSTRUCTION EASEMENT PLAT BOOK 28 PAGE 5

L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L29 L30 L31

N57° 00' 11"E 260.00'

N68° 53' 59"W 201.41'

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S. 26296 0.5' BELOW GROUND

LOT 5

FOUND NO. 4 REBAR W/1 ¼" RED PLASTIC CAP L.S. 26296 0.1' ABOVE GROUND

FOUND NO. 5 REBAR W/NO CAP 0.1' BELOW GROUND

LOT 6

SNOBBLE SUBDIVISION

PINE HOLLOW SUBDIVISION

BAAR SUBDIVISION

VISION

CENTERLINE 18' WIDE DRIVEWAY EASEMENT PLAT BOOK 28 PAGE 5

Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Direction	Chord
C1	9.69'	105.00'	4.85'	5°17'22"	S5° 54' 01"E	9.69'
C2	142.42'	1020.00'	71.32'	7°59'59"	N4° 53' 59"W	142.30'
C3	134.04'	480.00'	67.46'	15°59'57"	S0° 54' 00"E	133.60'
C4	163.36'	520.00'	82.36'	17°59'59"	N1° 54' 01"W	162.69'
C5	90.88'	520.00'	45.55'	10°00'47"	S5° 54' 01"E	90.76'

EASEMENT NOTES

1. EASEMENTS SHOWN HEREON ARE INTENDED TO COVER THE SPECIFIC EXISTING CONDITIONS AREAS WITHIN THE LOT BOUNDARIES, AS SHOWN ON SHEET 1.
2. THE EASEMENT DESCRIBED IN THE EASEMENT AGREEMENT RECORDED JUNE 17, 1970 IN BOOK 249 AT PAGE 13 (RECEPTION NO. 140967) IS ILLEGIBLE AND ITS LOCATION CANNOT BE DETERMINED BY THIS DOCUMENT.
3. THE ACCESS EASEMENT DESCRIBED IN THE AGREEMENT RECORDED OCTOBER 15, 1982 IN BOOK 434 AT PAGE 102 RECEPTION NO. (244802) RELEASES AND QUIT CLAIMS THE RIGHTS IN THIS EASEMENT TO THE CITY OF ASPEN PER THE QUIT CLAIM DEED RECORDED JANUARY 24, 1993 IN BOOK 667 AT PAGE 866 (RECEPTION NO. 340953). NEITHER OF THESE DOCUMENTS DESCRIBES SAID EASEMENT.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

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COLORADO LICENSED GEOFFREY KELLER 37997 PROFESSIONAL LAND SURVEYOR

GEOFFREY R. KELLER L.S. #37997

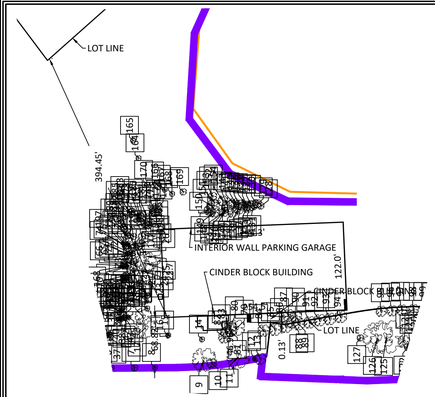
IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

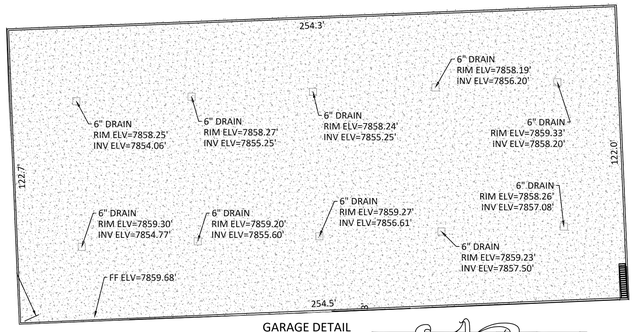
SITUATED IN THE NORTH $\frac{1}{2}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

SHEET 3 OF 18

LOT 1A EXISTING CONDITIONS



TENNIS COURT BUILDING DETAIL
SCALE 1"=100'



GARAGE DETAIL
SCALE 1"=30'

GRAPHIC SCALE

30 0 15 30 60 120

(IN U.S. SURVEY FEET)
1 inch = 30 ft.



EXISTING LEGEND

- EXISTING CONTOUR
- EXISTING 8" WATER MAIN
- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING CABLE
- EXISTING IRRIGATION PIPE
- EXISTING STORM SEWER
- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- EXISTING FENCE
- ELECTRIC LINE PER UTILITY LOCATOR
- COMCAST LINE PER UTILITY LOCATOR
- TELEPHONE LINE PER UTILITY LOCATOR
- ELECTRICAL LINE PER UTILITY LOCATOR
- EX:####.#'± SPOT ELEVATION
- EXISTING ELECTRIC MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS RISER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING IRRIGATION CONTROL BOX
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING ELECTRIC OUTLET
- EXISTING GAS METER
- EXISTING DECIDUOUS TREE
- CONVERVATION EASEMENT AREA
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS. AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SOPRIS ENGINEERING LLC
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COLORADO LICENSED PROFESSIONAL GEOFFREY KELLER 37997 LAND SURVEYOR

GEOFFREY R. KELLER L.S. #37997

IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

SITUATED IN THE NORTH $\frac{1}{2}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

SHEET 4 OF 18

LOT 1A TREE CHART

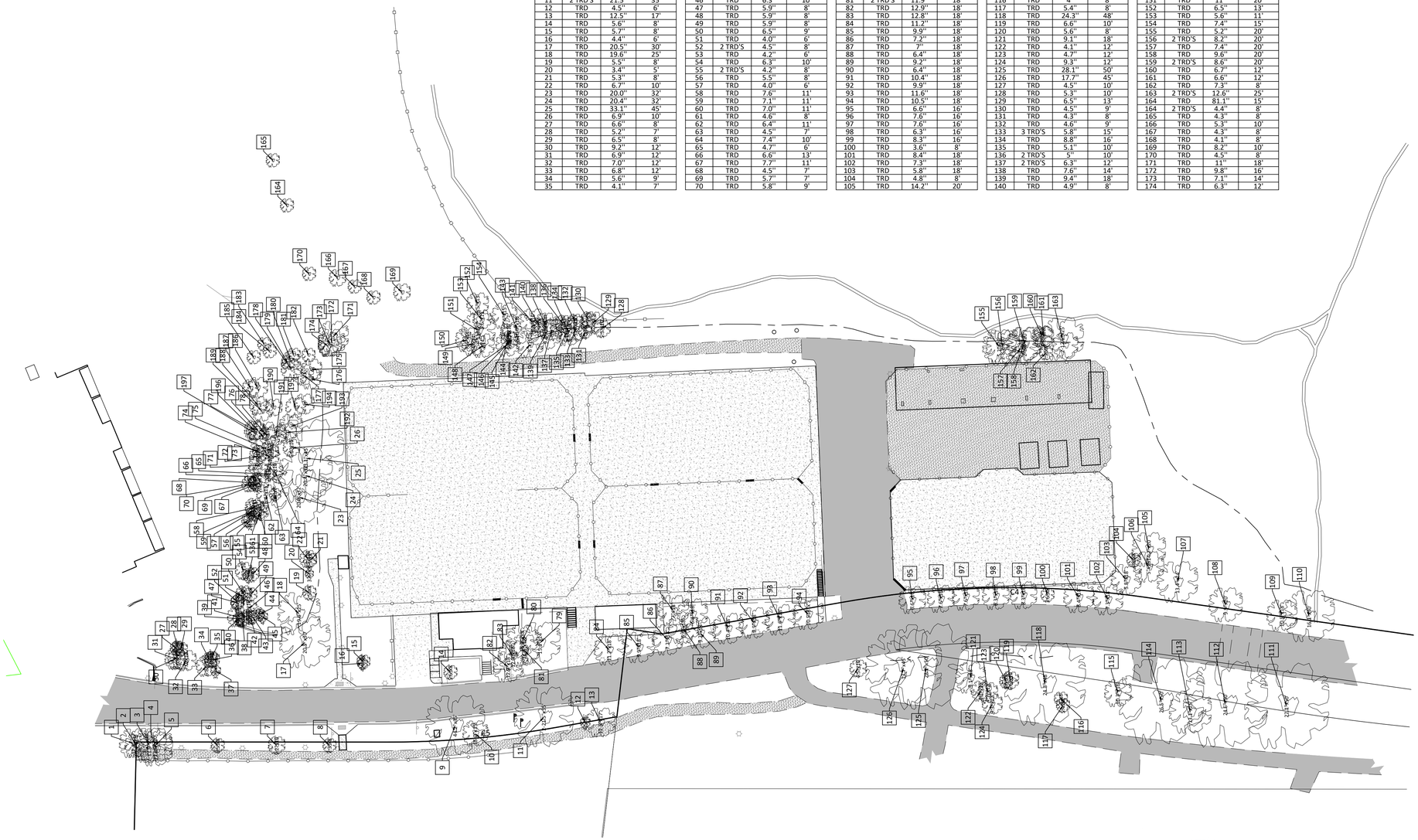
TREE TABLE			
KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
1	TRD	12.3''	17'
2	TRD	10.4''	14'
3	TRD	11.9''	20'
4	TRD	12.8''	20'
5	TRD	12.0''	20'
6	TRD	6.5''	8'
7	TRD	9.2''	10'
8	TRD	7.3''	8'
9	TRD	14.2''	35'
10	TRD	15.0''	15'
11	2 TRD'S	21.5''	35'
12	TRD	4.5''	6'
13	TRD	12.5''	17'
14	TRD	5.6''	8'
15	TRD	5.7''	8'
16	TRD	4.4''	6'
17	TRD	20.5''	30'
18	TRD	19.6''	25'
19	TRD	5.5''	8'
20	TRD	3.4''	5'
21	TRD	5.3''	8'
22	TRD	6.7''	10'
23	TRD	20.0''	32'
24	TRD	20.4''	32'
25	TRD	33.1''	45'
26	TRD	6.9''	10'
27	TRD	6.6''	8'
28	TRD	5.2''	7'
29	TRD	6.5''	8'
30	TRD	9.2''	12'
31	TRD	6.9''	12'
32	TRD	7.0''	12'
33	TRD	6.8''	12'
34	TRD	5.6''	9'
35	TRD	4.1''	7'

TREE TABLE			
KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
36	TRD	4.7''	9'
37	TRD	3.8''	6'
38	TRD	5.3''	8'
39	TRD	5.2''	8'
40	TRD	4.9''	7'
41	TRD	7.9''	12'
42	TRD	5.9''	8'
43	TRD	6.0''	8'
44	TRD	4.0''	6'
45	TRD	4.3''	6'
46	TRD	6.3''	10'
47	TRD	5.9''	8'
48	TRD	5.9''	8'
49	TRD	5.9''	8'
50	TRD	6.5''	9'
51	TRD	4.0''	6'
52	2 TRD'S	4.5''	8'
53	TRD	4.2''	6'
54	TRD	6.3''	10'
55	2 TRD'S	4.2''	8'
56	TRD	5.5''	8'
57	TRD	4.0''	6'
58	TRD	7.6''	11'
59	TRD	7.1''	11'
60	TRD	7.0''	11'
61	TRD	4.6''	8'
62	TRD	6.4''	11'
63	TRD	4.5''	7'
64	TRD	7.4''	10'
65	TRD	4.7''	6'
66	TRD	6.6''	13'
67	TRD	7.7''	11'
68	TRD	4.5''	7'
69	TRD	5.7''	7'
70	TRD	5.8''	9'

TREE TABLE			
KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
71	TRD	8.1''	13'
72	TRD	7.0''	10'
73	TRD	5.2''	7'
74	TRD	7.1''	11'
75	TRD	6.2''	8'
76	3 TRD'S	5.5''	18'
77	TRD	5.9''	11'
78	TRD	6.7''	10'
79	TRD	15.1''	24'
80	TRD	14.2''	18'
81	2 TRD'S	11.9''	18'
82	TRD	12.9''	18'
83	TRD	12.8''	18'
84	TRD	11.2''	18'
85	TRD	9.9''	18'
86	TRD	7.2''	18'
87	TRD	7''	18'
88	TRD	6.4''	18'
89	TRD	9.2''	18'
90	TRD	6.4''	18'
91	TRD	10.4''	18'
92	TRD	9.9''	18'
93	TRD	11.6''	18'
94	TRD	10.5''	18'
95	TRD	6.6''	16'
96	TRD	7.6''	16'
97	TRD	7.6''	16'
98	TRD	6.3''	16'
99	TRD	8.3''	16'
100	TRD	3.6''	8'
101	TRD	8.4''	18'
102	TRD	7.3''	18'
103	TRD	5.8''	18'
104	TRD	4.8''	8'
105	TRD	14.2''	20'

TREE TABLE			
KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
106	TRD	5''	18'
107	TRD	13.4''	24'
108	TRD	9.9''	20'
109	TRD	10.5''	18'
110	TRD	16.1''	30'
111	TRD	27.1''	50'
112	TRD	24.6''	50'
113	TRD	13.1''	25'
114	TRD	26.5''	50'
115	TRD	10.3''	16'
116	TRD	4''	8'
117	TRD	5.4''	8'
118	TRD	24.3''	48'
119	TRD	6.6''	10'
120	TRD	5.6''	8'
121	TRD	9.1''	18'
122	TRD	4.1''	12'
123	TRD	4.7''	12'
124	TRD	9.3''	12'
125	TRD	28.1''	50'
126	TRD	17.7''	45'
127	TRD	4.5''	10'
128	TRD	5.3''	10'
129	TRD	6.5''	13'
130	TRD	4.5''	9'
131	TRD	4.3''	8'
132	TRD	4.6''	9'
133	3 TRD'S	5.8''	15'
134	TRD	8.8''	16'
135	TRD	5.1''	10'
136	2 TRD'S	5''	10'
137	2 TRD'S	6.3''	12'
138	TRD	7.6''	14'
139	TRD	9.4''	18'
140	TRD	4.9''	8'

TREE TABLE			
KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
141	TRD	8.3''	16'
142	TRD	8''	16'
143	2 TRD'S	10.5''	18'
144	TRD	5.3''	10'
145	TRD	5.3''	10'
146	TRD	7.4''	15'
147	TRD	7.2''	14'
148	TRD	7''	14'
149	TRD	7.4''	14'
150	TRD	7.4''	14'
151	TRD	11''	20'
152	TRD	6.5''	13'
153	TRD	5.6''	11'
154	TRD	7.4''	15'
155	TRD	5.2''	20'
156	2 TRD'S	8.2''	20'
157	TRD	7.4''	20'
158	TRD	9.6''	20'
159	2 TRD'S	8.6''	20'
160	TRD	6.7''	12'
161	TRD	6.6''	12'
162	TRD	7.3''	8'
163	2 TRD'S	12.6''	25'
164	TRD	81.1''	15'
164	2 TRD'S	4.4''	8'
165	TRD	4.3''	8'
166	TRD	5.3''	10'
167	TRD	4.3''	8'
168	TRD	4.1''	8'
169	TRD	8.2''	10'
170	TRD	4.5''	8'
171	TRD	11''	18'
172	TRD	9.8''	16'
173	TRD	7.1''	14'
174	TRD	6.3''	12'



GRAPHIC SCALE

30 0 15 30 60 120

(IN U.S. SURVEY FEET)
1 inch = 30 ft.

EXISTING LEGEND

- EXISTING CONTOUR
- EXISTING PROPERTY LINE
- EXISTING FENCE
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING DECIDUOUS TREE
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL

COLORADO LICENSED GEOFFREY KELLER 37997 PROFESSIONAL LAND SURVEYOR

GEOFFREY R. KELLER L.S. #37997

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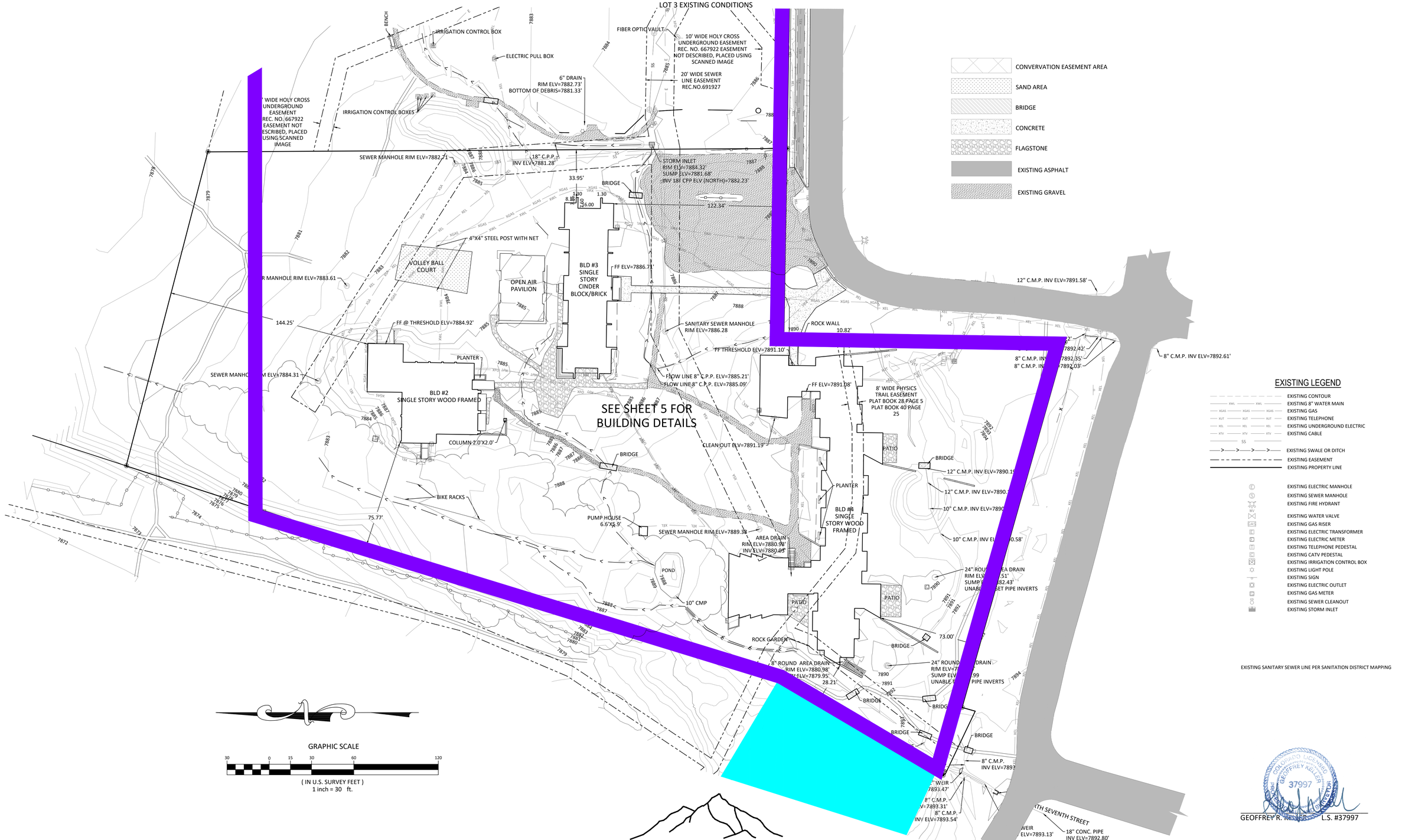
IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

SITUATED IN THE NORTH $\frac{1}{2}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

SHEET 5 OF 18
LOT 3 EXISTING CONDITIONS



EXISTING LEGEND

- EXISTING CONTOUR
- EXISTING 8" WATER MAIN
- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING CABLE
- EXISTING SWALE OR DITCH
- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- EXISTING ELECTRIC MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS RISER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING IRRIGATION CONTROL BOX
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING ELECTRIC OUTLET
- EXISTING GAS METER
- EXISTING SEWER CLEANOUT
- EXISTING STORM INLET

EXISTING SANITARY SEWER LINE PER SANITATION DISTRICT MAPPING

GRAPHIC SCALE

30 0 15 30 60 120

(IN U.S. SURVEY FEET)
1 inch = 30 ft.

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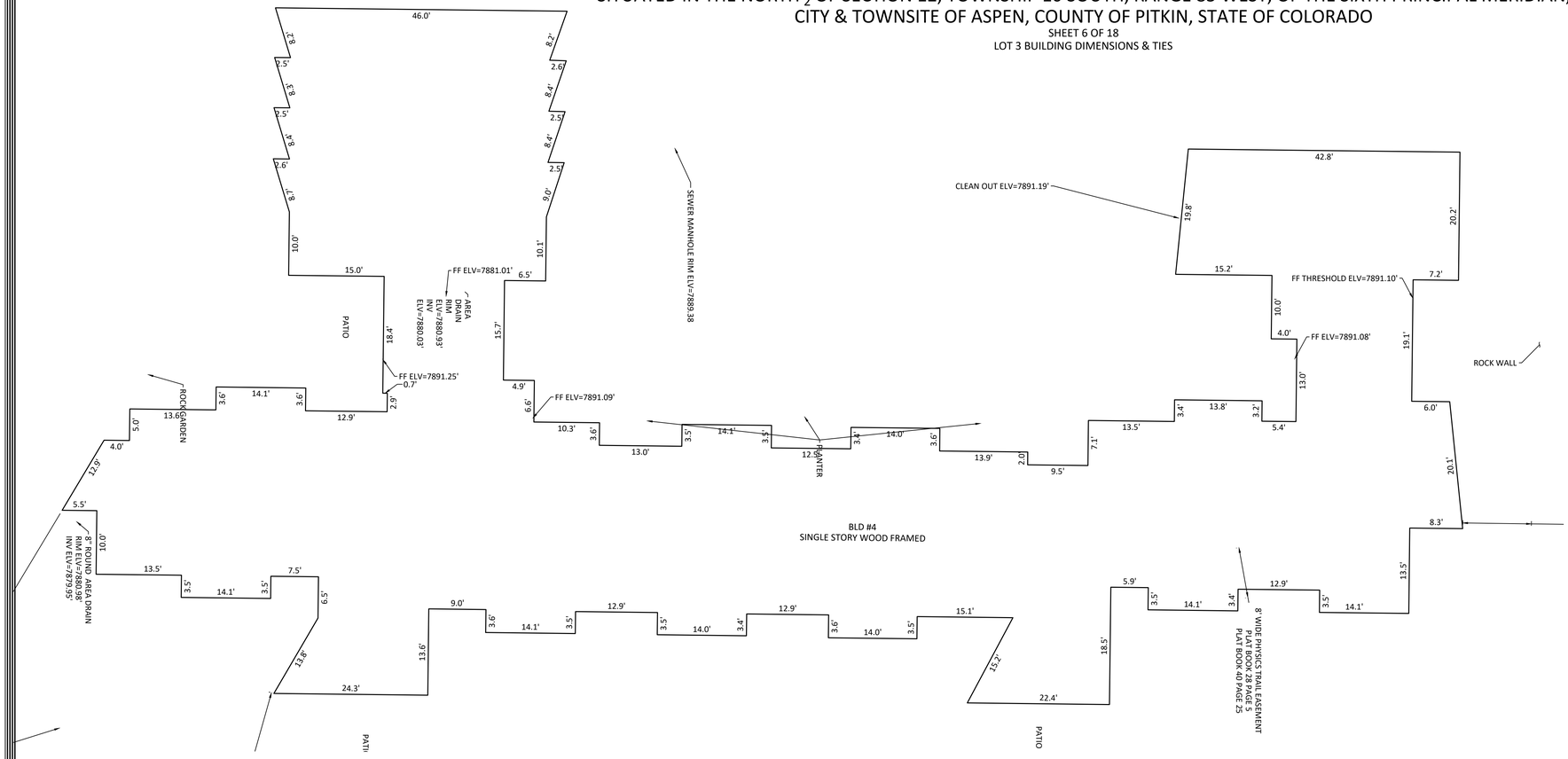
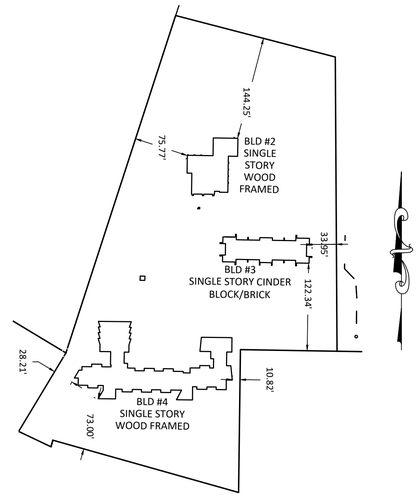
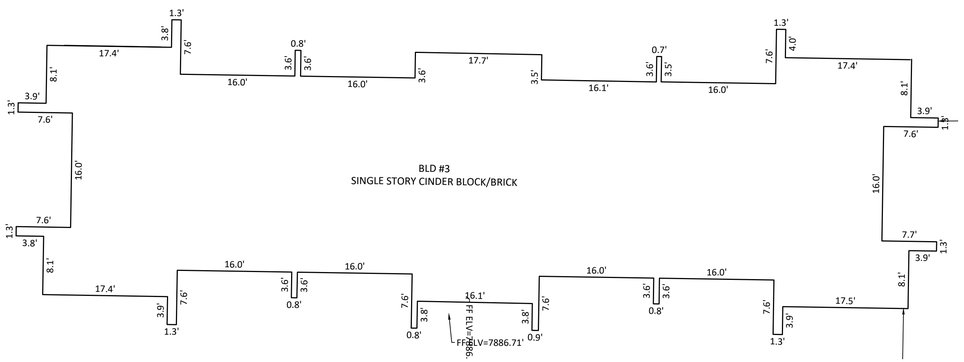
SHEET 6 OF 18

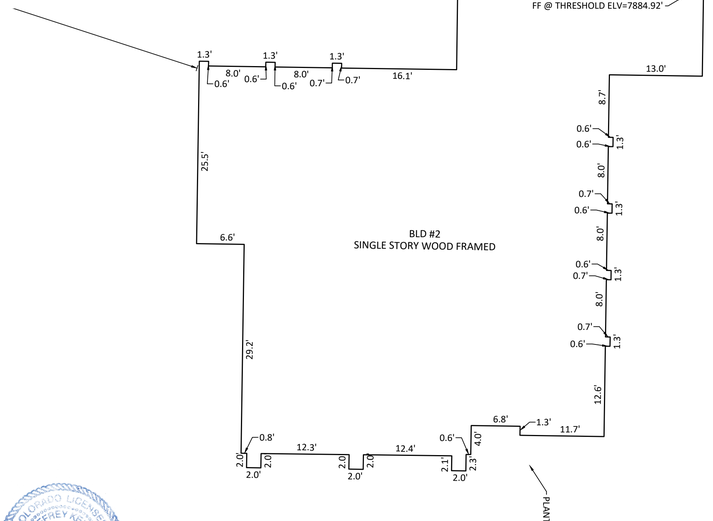
LOT 3 BUILDING DIMENSIONS & TIES





KEY MAP LOT 3
SCALE 1"=100'





GRAPHIC SCALE

10 0 5 10 20 40

(IN U.S. SURVEY FEET)
1 inch = 10 ft.

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GEOFFREY R. KELLER L.S. #37997

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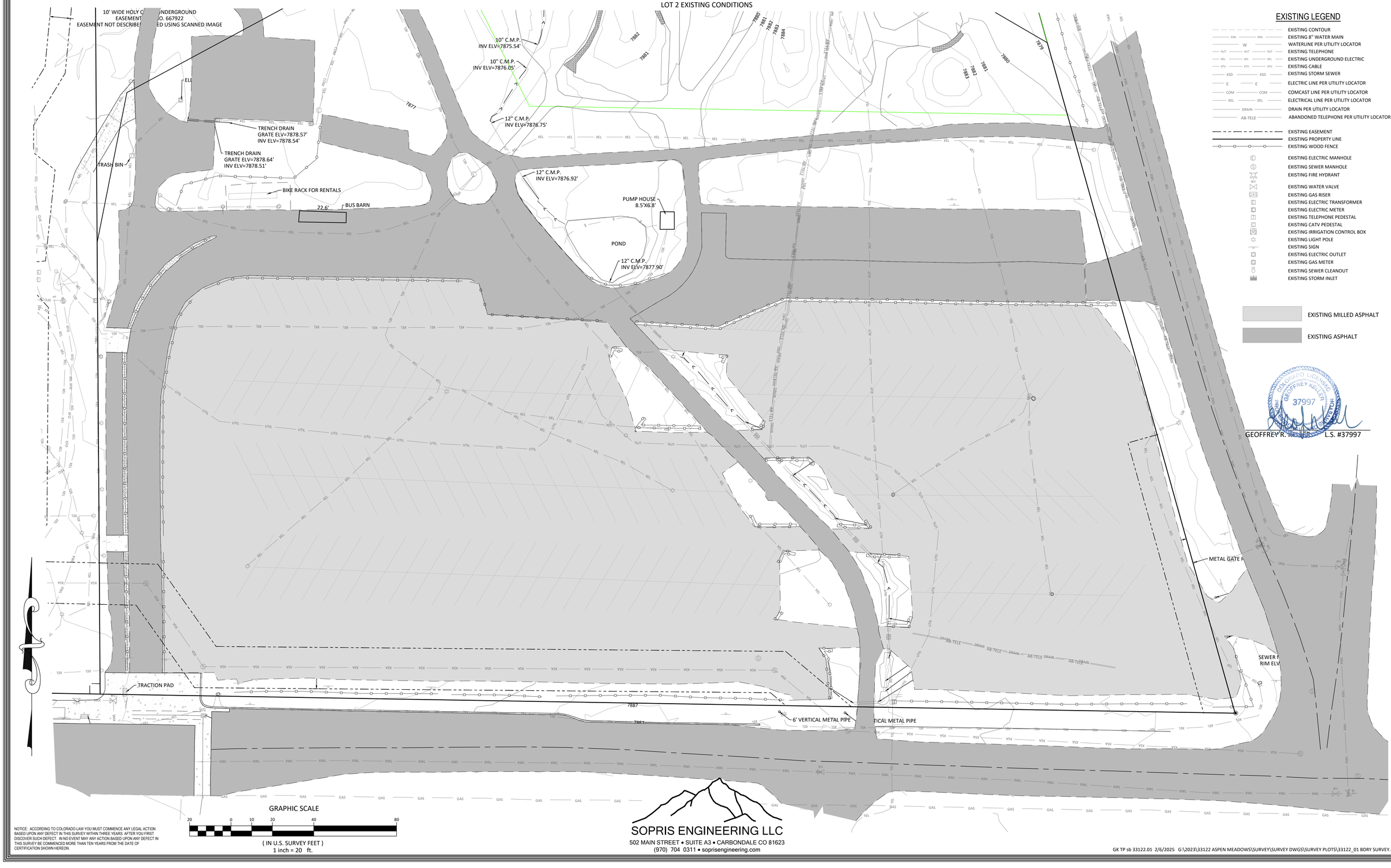
SHEET 7 OF 18
LOT 2 EXISTING CONDITIONS



EXISTING LEGEND

- EXISTING CONTOUR
- EXISTING 8" WATER MAIN
- WATERLINE PER UTILITY LOCATOR
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING CABLE
- EXISTING STORM SEWER
- ELECTRIC LINE PER UTILITY LOCATOR
- COMCAST LINE PER UTILITY LOCATOR
- ELECTRICAL LINE PER UTILITY LOCATOR
- DRAIN PER UTILITY LOCATOR
- ABANDONED TELEPHONE PER UTILITY LOCATOR
- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- EXISTING WOOD FENCE
- EXISTING ELECTRIC MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS RISER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING IRRIGATION CONTROL BOX
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING ELECTRIC OUTLET
- EXISTING GAS METER
- EXISTING SEWER CLEANOUT
- EXISTING STORM INLET
- EXISTING MILLED ASPHALT
- EXISTING ASPHALT

COLORADO LICENSED
GEOFFREY KELLER
37997
PROFESSIONAL LAND SURVEYOR

GEOFFREY R. KELLER L.S. #37997

GRAPHIC SCALE

20 0 10 20 40 80

(IN U.S. SURVEY FEET)
1 inch = 20 ft.

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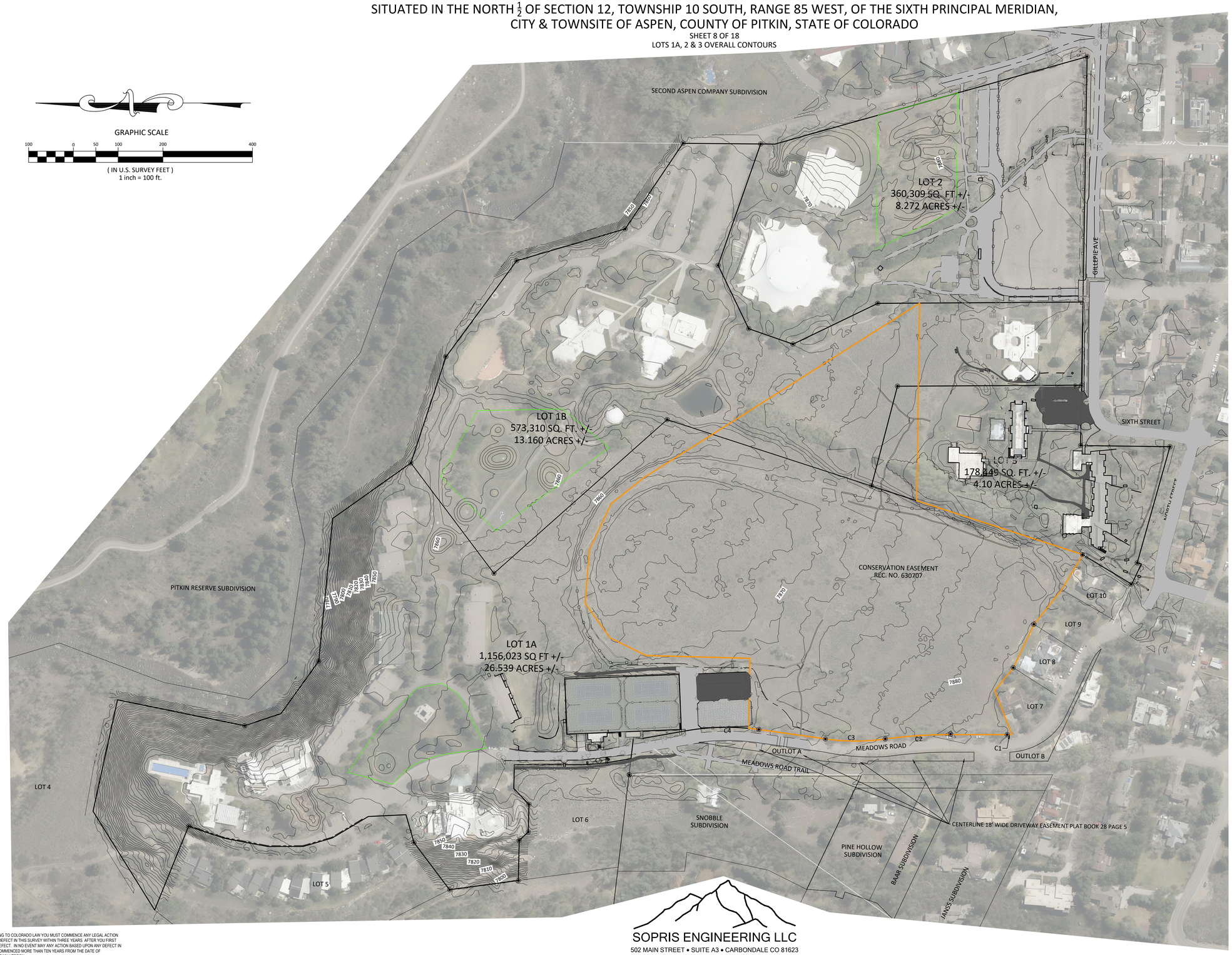
SHEET 8 OF 18

LOTS 1A, 2 & 3 OVERALL CONTOURS

GRAPHIC SCALE

100 0 50 100 200 400

(IN U.S. SURVEY FEET)
1 inch = 100 ft.



COLORADO LICENSED GEOFFREY KELLER 37997 SURVEYOR

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IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

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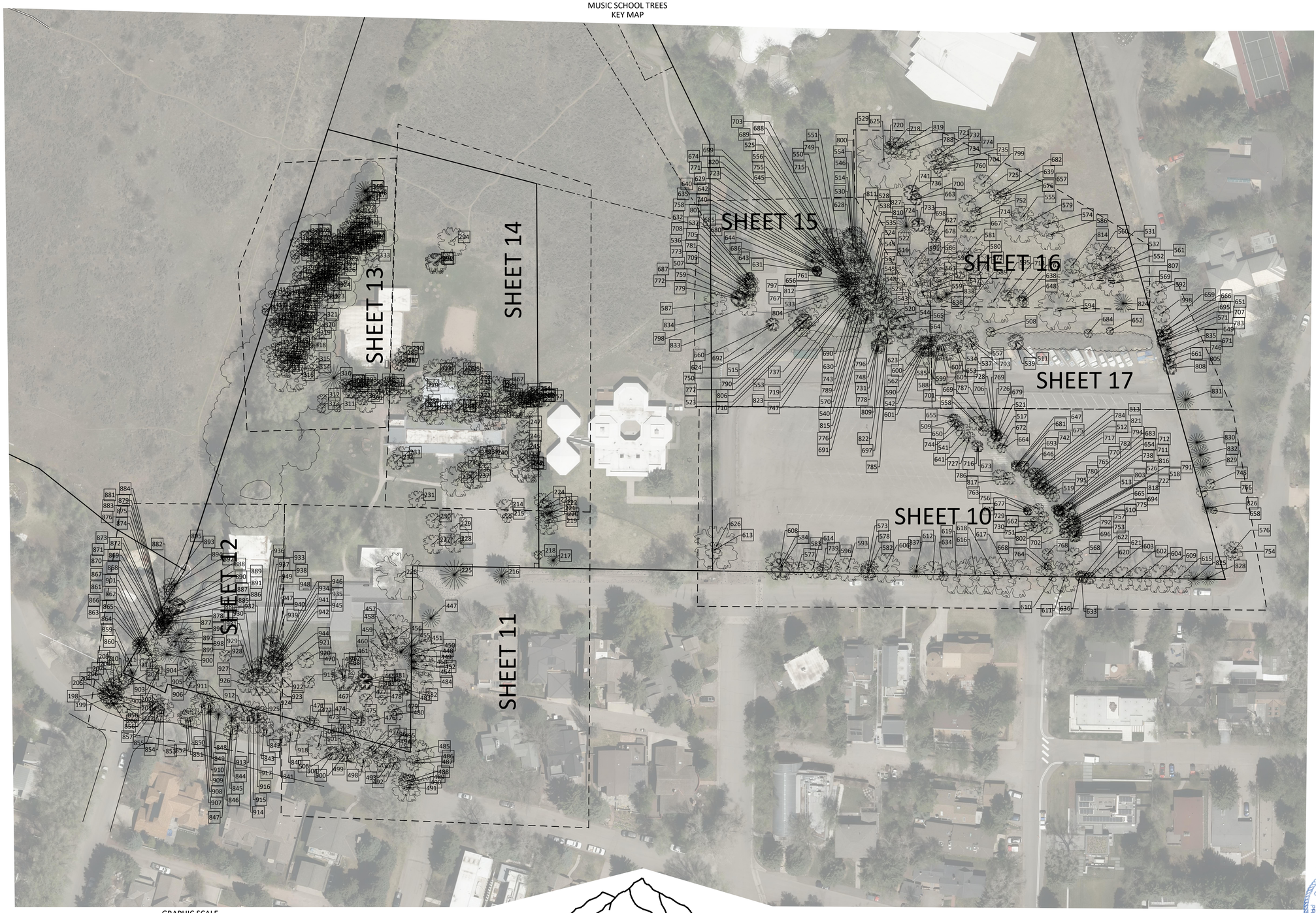
SHEET 9 OF 18
MUSIC SCHOOL TREES
KEY MAP

EXISTING LEGEND

- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- EXISTING EDGE OF VEGETATION



GRAPHIC SCALE

50 0 25 50 100 200

(IN U.S. SURVEY FEET)
1 inch = 50 ft.

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COLORADO, LICENSED, GEOFFREY R. KELLER, 37997, PROFESSIONAL LAND SURVEYOR

GEOFFREY R. KELLER, L.S. #37997

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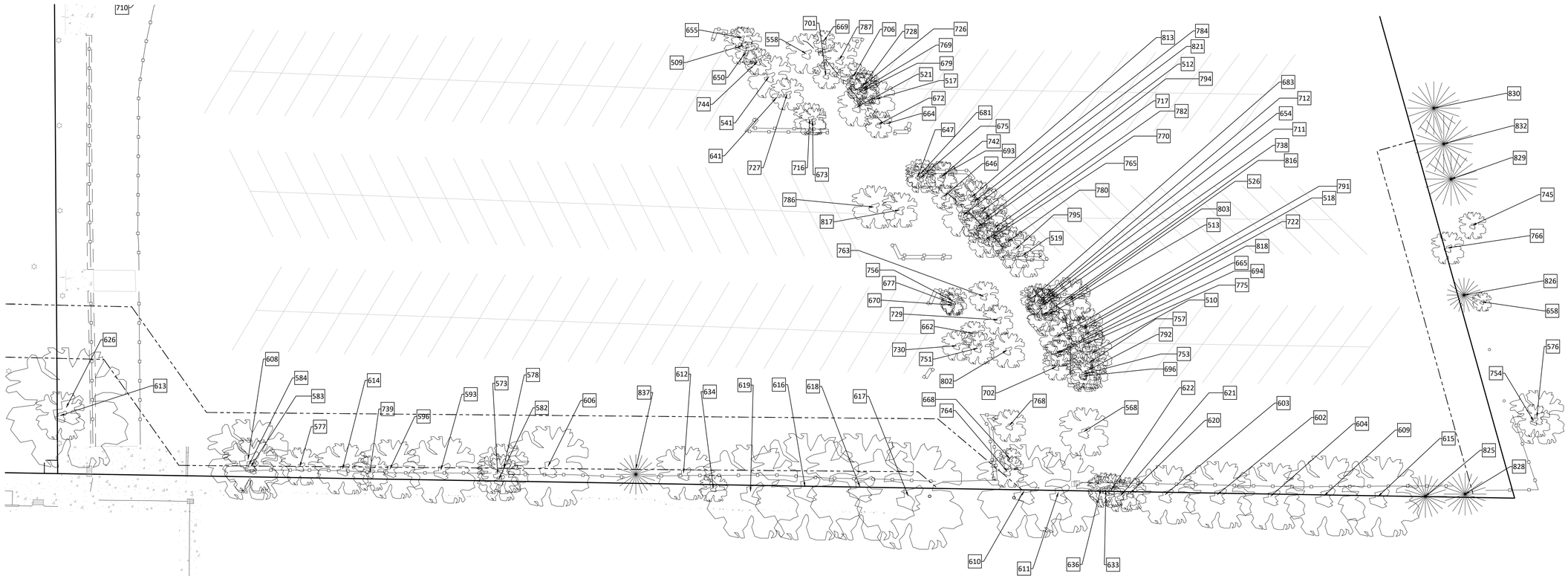
SHEET 10 OF 15
MUSIC SCHOOL TREES



GRAPHIC SCALE

20 0 10 20 40 80

(IN U.S. SURVEY FEET)
1 inch = 20 ft.

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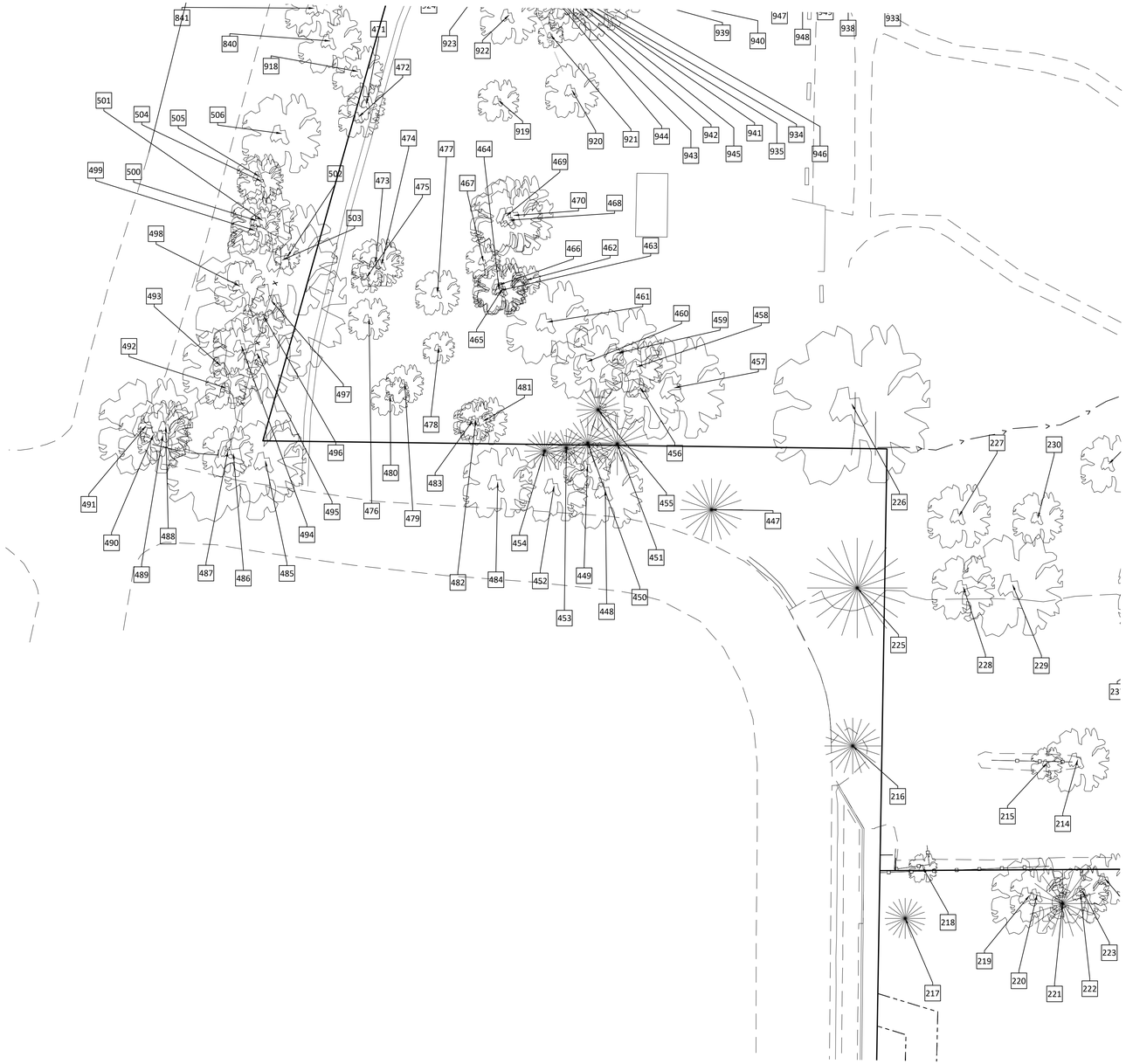
SHEET 11 OF 18
PHYSICS CENTER TREES



GRAPHIC SCALE

20 0 10 20 40 80

(IN U.S. SURVEY FEET)
1 inch = 20 ft.

GEOFFREY R. KELLER L.S. #37997

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IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

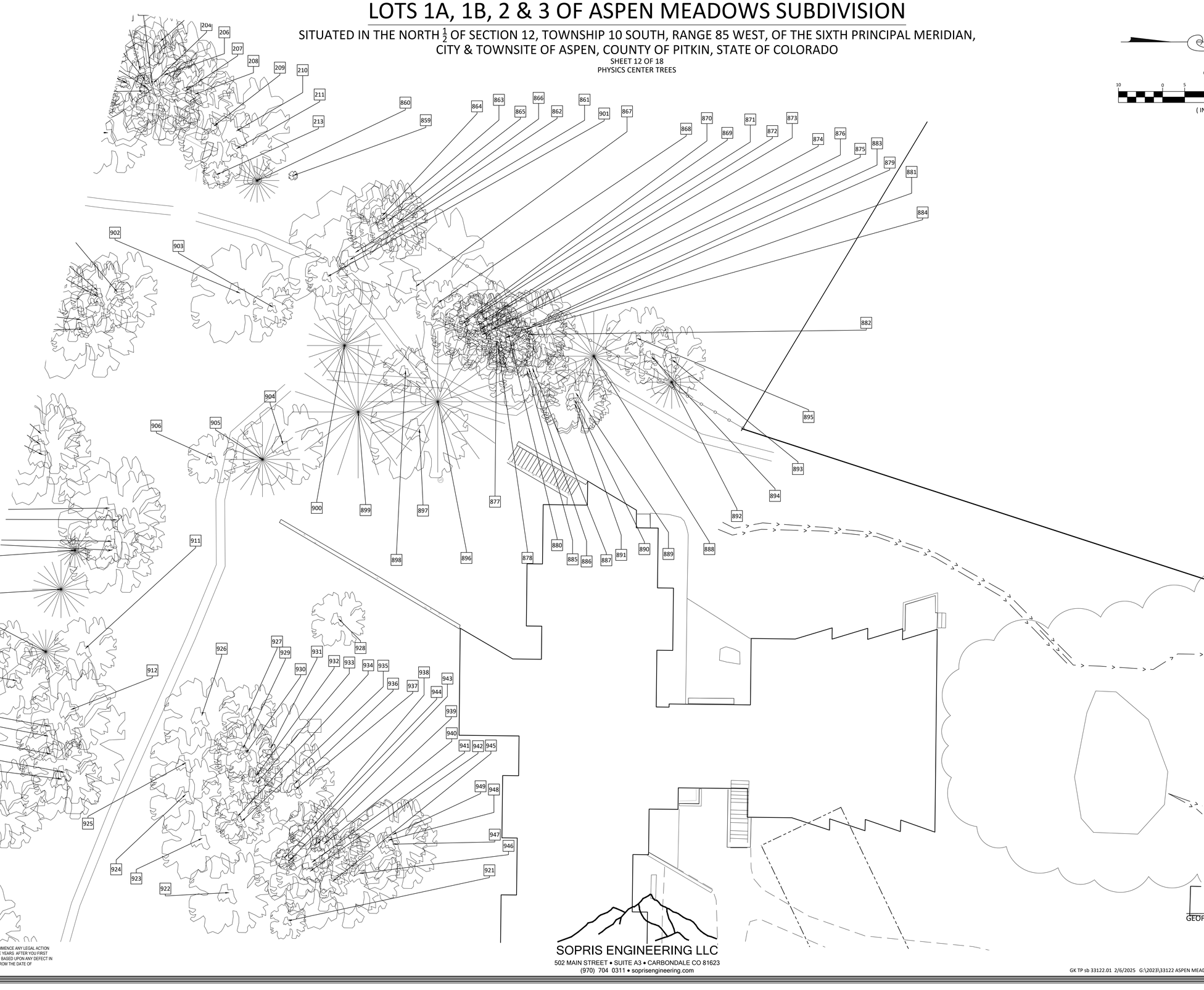
SITUATED IN THE NORTH $\frac{1}{2}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

SHEET 12 OF 18
PHYSICS CENTER TREES

GRAPHIC SCALE

10 0 5 10 20 40

(IN U.S. SURVEY FEET)
1 inch = 10 ft.



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IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

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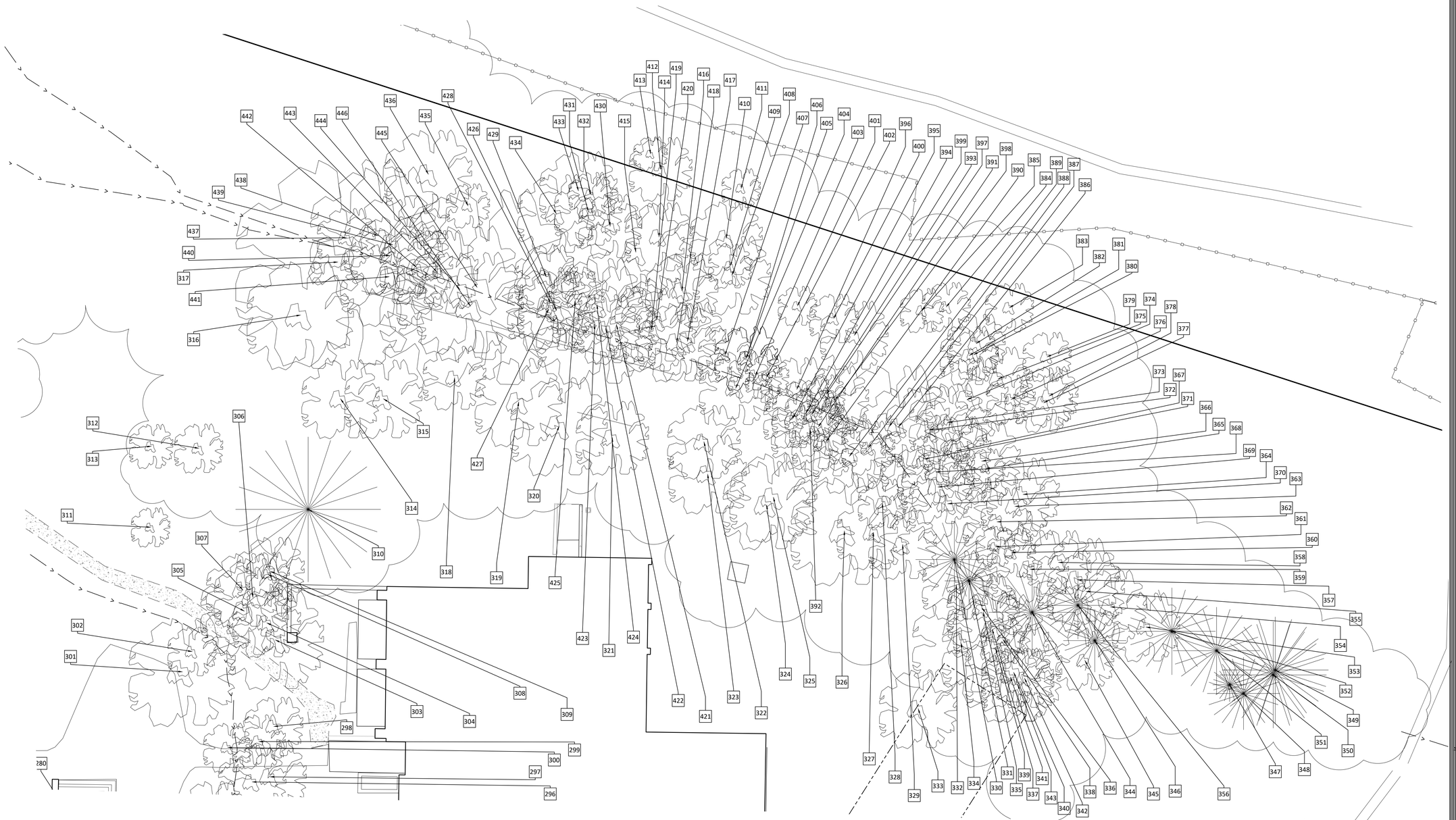
SHEET 13 OF 18

PHYSICS CENTER TREES



GRAPHIC SCALE

10 0 5 10 20 40

(IN U.S. SURVEY FEET)
1 inch = 10 ft.

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COLORADO LICENSED GEOFFREY KELLER 37997 PROFESSIONAL LAND SURVEYOR

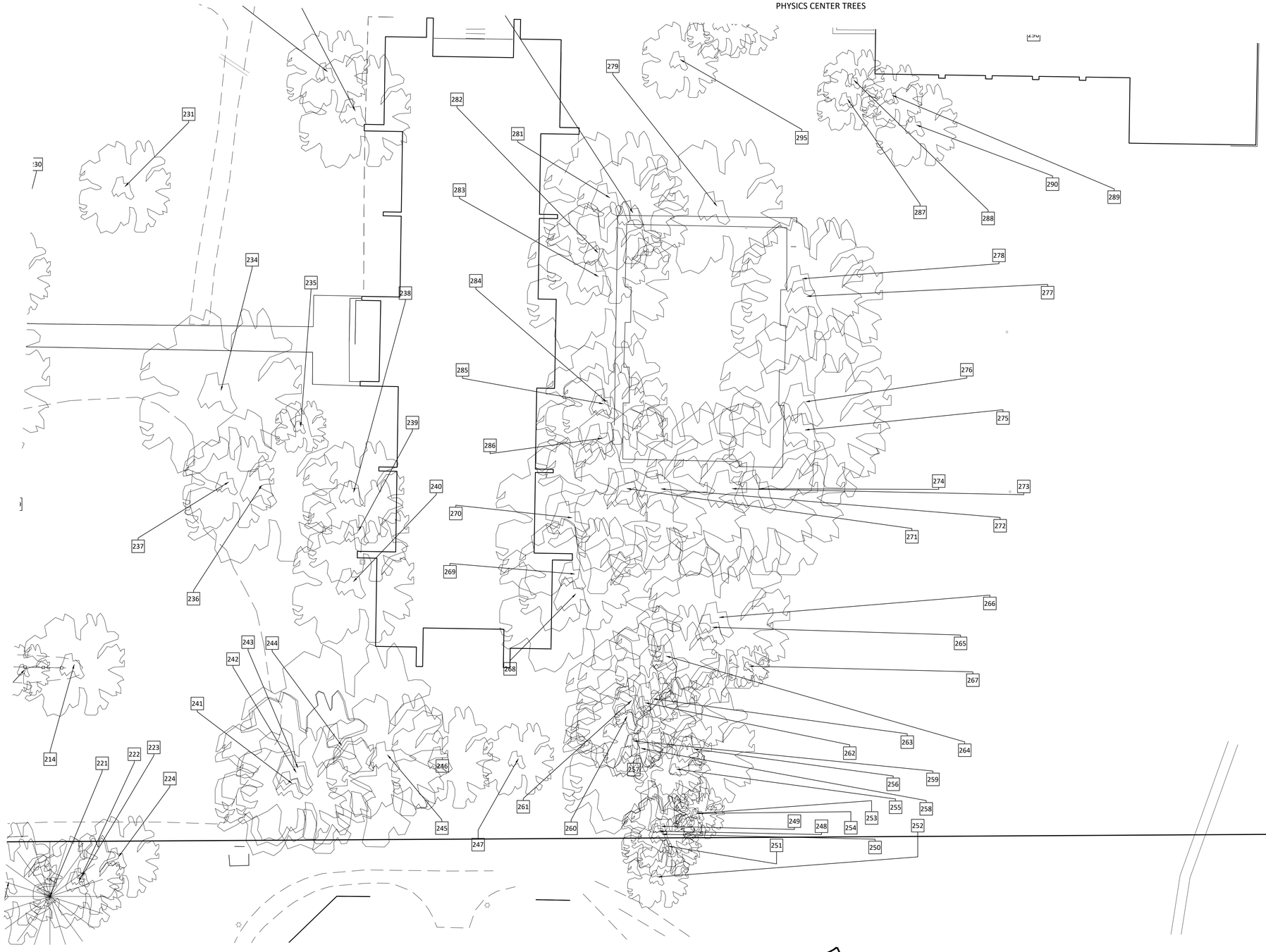
GEOFFREY R. KELLER L.S. #37997

IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

SITUATED IN THE NORTH $\frac{1}{2}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

SHEET 14 OF 18
PHYSICS CENTER TREES



GRAPHIC SCALE

20 0 10 20 40 80

(IN U.S. SURVEY FEET)
1 inch = 20 ft.

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GEOFFREY R. KELLER L.S. #37997

IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

SITUATED IN THE NORTH $\frac{1}{2}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
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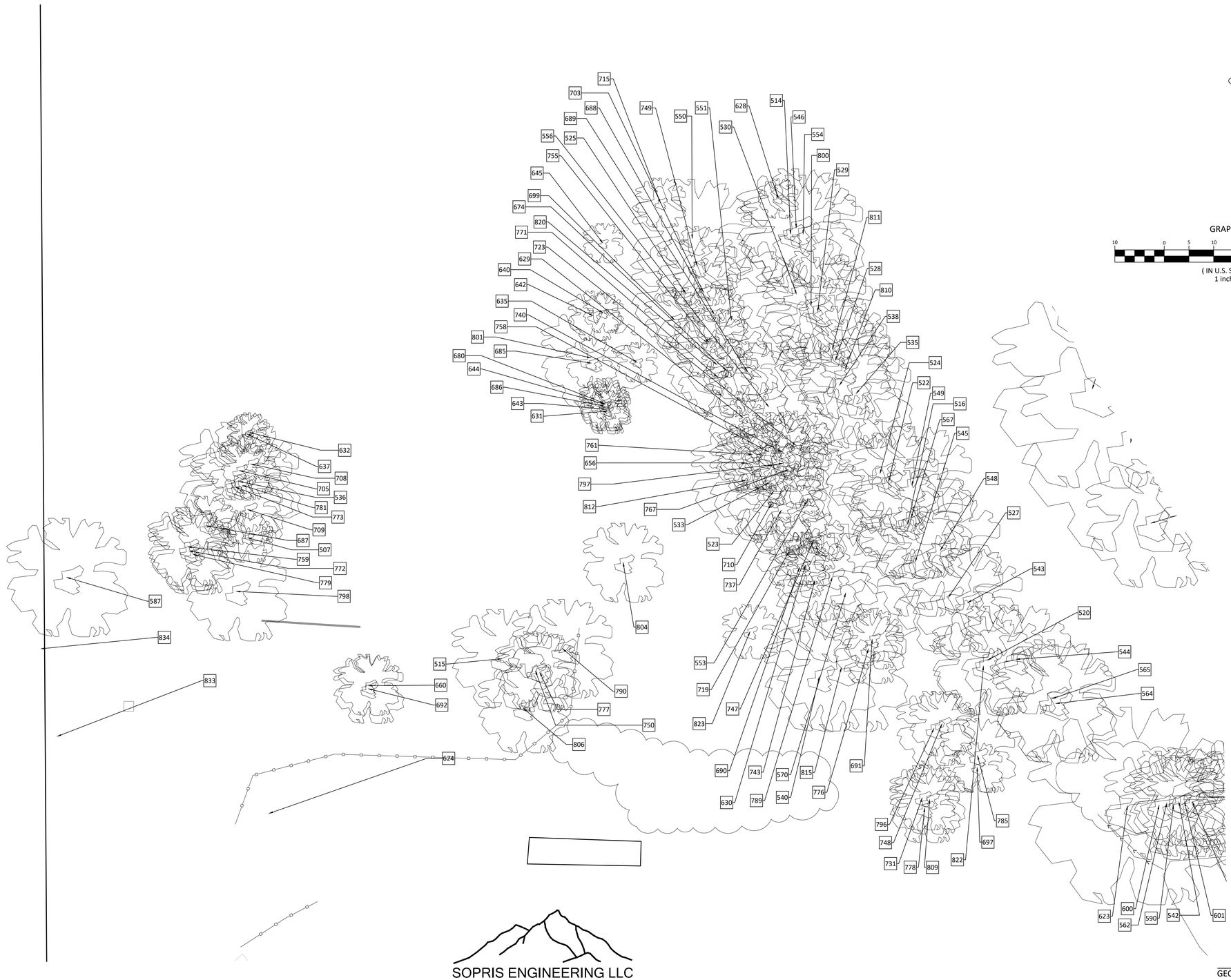
SHEET 15 OF 18
MUSIC SCHOOL TREES



GRAPHIC SCALE

10 0 5 10 20 40

(IN U.S. SURVEY FEET)
1 inch = 10 ft.

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COLORADO LICENSED
GEOFFREY KEITZER
37997
PLS

GEOFFREY R. KEITZER L.S. #37997

IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

SITUATED IN THE NORTH $\frac{1}{2}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
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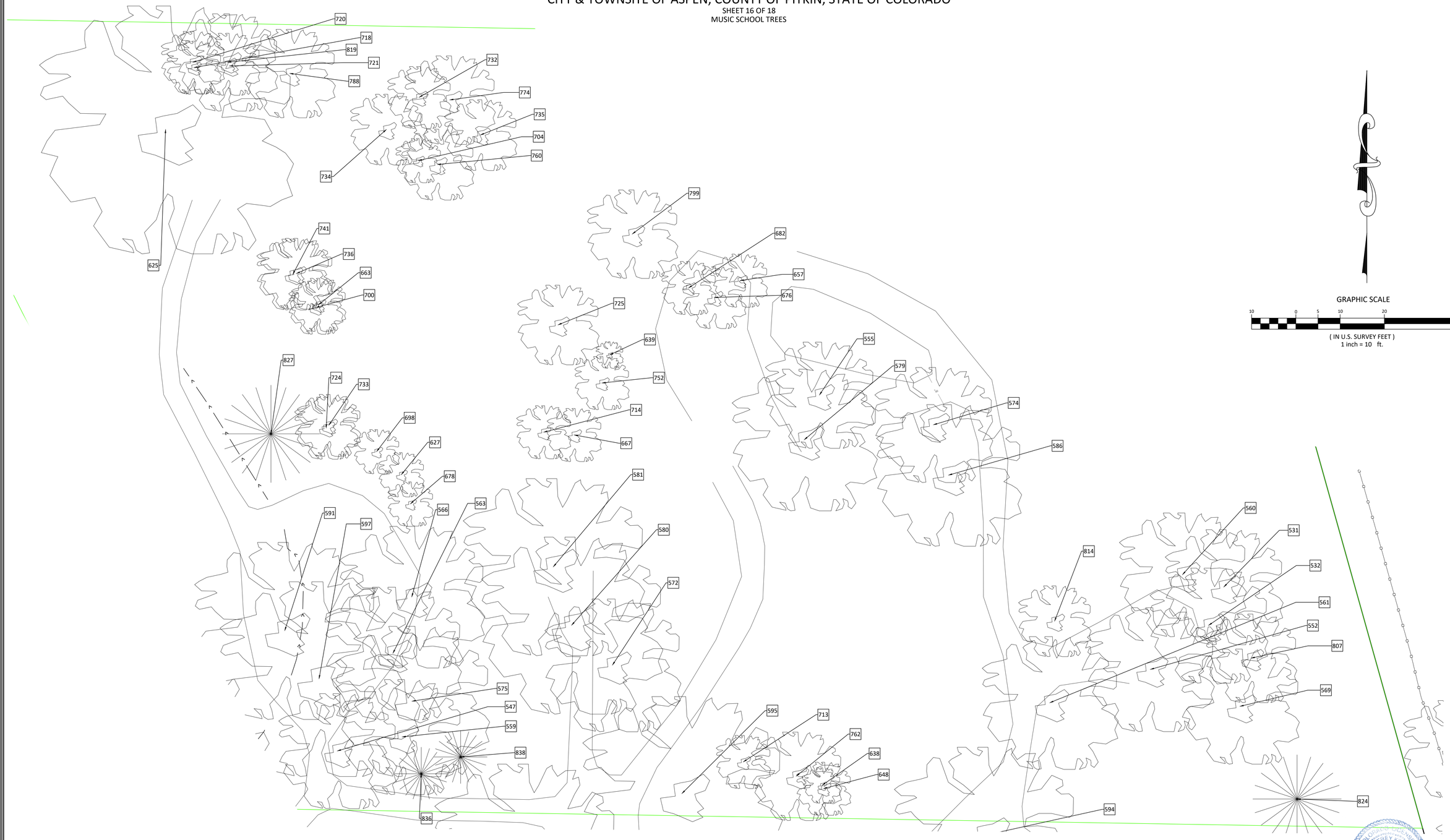
SHEET 16 OF 18
MUSIC SCHOOL TREES



GRAPHIC SCALE

10 0 5 10 20 40

(IN U.S. SURVEY FEET)
1 inch = 10 ft.

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GEOFFREY KELLER
37997
PROFESSIONAL LAND SURVEYOR

GEOFFREY R. KELLER L.S. #37997

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IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

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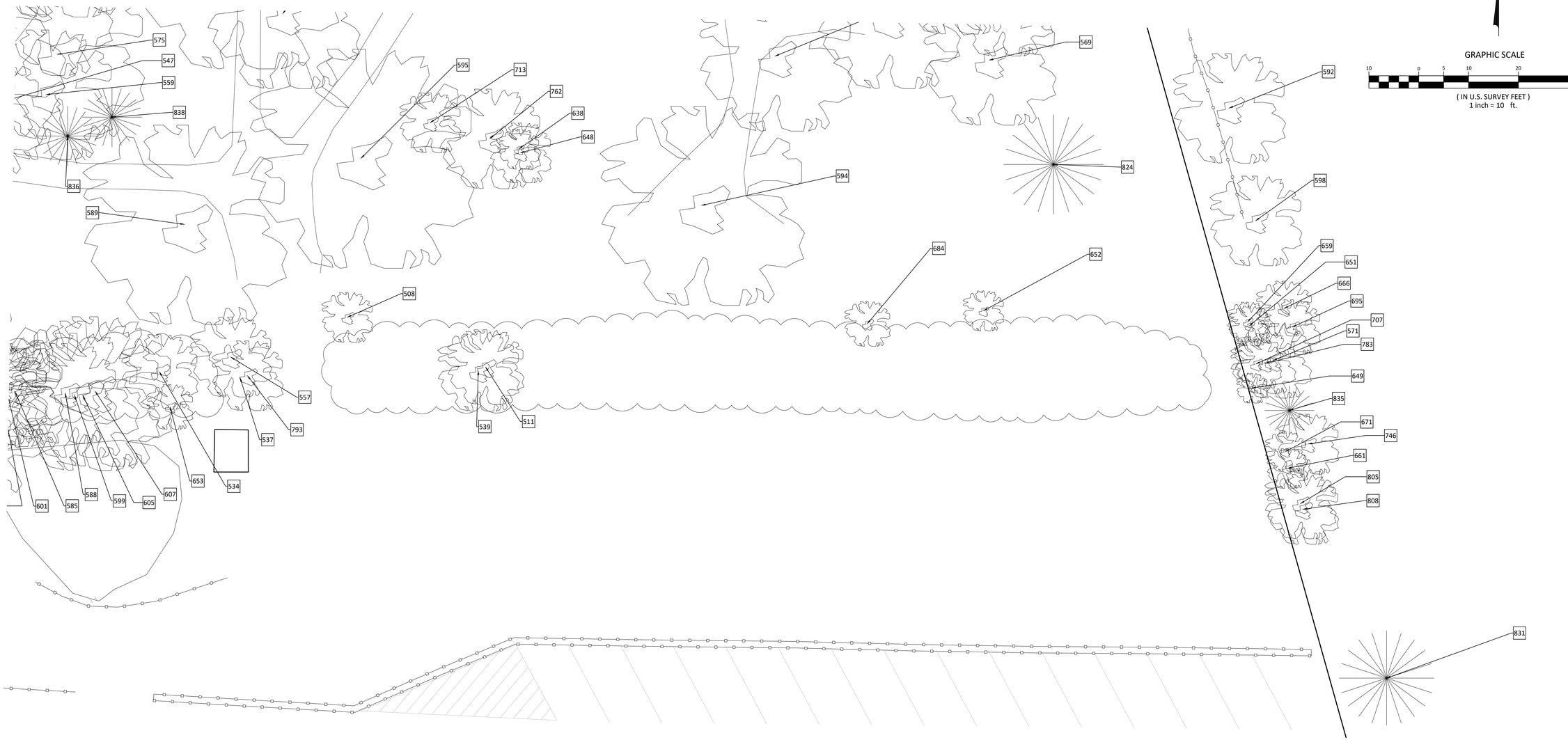
SHEET 17 OF 18
MUSIC SCHOOL TREES



GRAPHIC SCALE

10 0 5 10 20 40

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GEOFFREY KELLER
37997
PROFESSIONAL LAND SURVEYOR

GEOFFREY R. KELLER L.S. #37997

IMPROVEMENT SURVEY PLAT OF PORTIONS OF:

LOTS 1A, 1B, 2 & 3 OF ASPEN MEADOWS SUBDIVISION

SITUATED IN THE NORTH $\frac{1}{2}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
CITY & TOWNSITE OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO

SHEET 9OF 18

TREE LABEL CHART

TREE TABLES 2 3 4

KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
198	TRD	6''	12'
199	TRD	10''	18'
200	TRD	10.3''	10'
201	TRD	13.2''	22'
202	TRD	13''	26'
203	TRD	12.9''	20'
204	TRD	12.6''	22'
205	TRD	11''	16'
206	TRD	11.5''	24'
207	TRD	10.2''	22'
208	TRD	9.8''	16'
209	TRD	10.7''	16'
210	TRD	11.6''	24'
211	TRD	9.1''	16'
212	TRD	10.6''	18'
213	TRD	11.5''	6'
214	TRD	13.5''	20'
215	TRD	9.6''	10'
216	TRC	19.9''	18'
217	TRC	10.4''	13'
218	TRD	5.0''	9'
219	TRD	10.8''	24'
220	TRD	9.5''	17'
221	TRC	17.5''	22'
222	TRD	11.3''	18'
223	TRD	9.0''	15'
224	TRD	8.8''	16'
225	TRC	23.8''	32'
226	TRD	32.2''	50'
227	TRD	8.1''	20'
228	TRD	10.5''	20'
229	TRD	16.4''	32'
230	TRD	6.5''	16'
231	TRD	13.6''	18'
232	TRD	6.1''	16'
233	TRD	10.9''	22'
234	TRD	16.1''	32'
235	TRD	5.8''	10'
236	TRD	16.1''	30'
237	TRD	6.1''	18'
238	TRD	12.9''	20'
239	TRD	10.8''	20'
240	TRD	11.1''	24'
241	TRD	10.6''	22'
242	TRD	15.5''	32'
243	TRD	13.2''	30'
244	TRD	20.1''	40'
245	TRD	10.9''	24'
246	TRD	8.4''	20'
247	TRD	7''	14'
248	TRD	6.1''	14'
249	TRD	5''	12'
250	TRD	7.2''	16'
251	TRD	6.5''	12'
252	TRD	6.7''	12'
253	TRD	4.3''	8'
254	TRD	4.7''	10'
255	TRD	5.2''	10'
256	TRD	11.6''	24'
257	TRD	12.2''	28'
258	TRD	13.7''	28'
259	TRD	13.3''	30'
260	TRD	10.4''	20'
261	TRD	13.3''	26'
262	TRD	5.5''	12'
263	TRD	13.3''	30'
264	TRD	9''	20'
265	TRD	12''	24'
266	TRD	12.2''	28'
267	TRD	4.6''	8'
268	TRD	14.1''	30'
269	TRD	10.9''	22'
270	TRD	14.9''	30'
271	TRD	15.4''	32'
272	TRD	16.2''	36'
273	TRD	15.5''	34'
274	TRD	15.2''	34'
275	TRD	13''	30'
276	TRD	14.3''	34'
277	TRD	13.9''	30'
278	TRD	10.8''	24'
279	TRD	12.7''	26'
280	TRD	10''	22'
281	TRD	12.7''	26'
282	TRD	9''	20'
283	TRD	12.9''	28'
284	TRD	11.3''	24'
285	TRD	6''	16'
286	TRD	12''	26'
287	TRD	6.5''	12'
288	TRD	6.4''	12'
289	TRD	5.9''	12'
290	TRD	6.9''	16'
291	TRD	8.6''	20'
292	TRD	10.6''	22'
293	TRD	7.5''	20'
294	TRD	14''	30'
295	TRD	15.3''	15'
296	TRD	10.0''	14'
297	TRD	12.3''	15'
298	TRD	7.9''	12'
299	TRD	7.0''	11'
300	TRD	10.5''	10'
301	TRD	17.5''	22'
302	TRD	6.0''	10'
303	TRD	15.4''	20'
304	TRD	11.3''	14'
305	TRD	13.7''	18'

TREE TABLES 2 3 4

KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
306	TRD	13.5''	16'
307	TRD	13.3''	15'
308	TRD	5.3''	9'
309	TRD	9.2''	14'
310	TRC	20.8''	30'
311	TRD	5.6''	8'
312	TRD	13.2''	10'
313	TRD	10.4''	9'
314	TRD	12.1''	16'
315	TRD	10.0''	16'
316	TRD	16.9''	22'
317	TRD	41.7''	42'
318	TRD	7.9''	13'
319	TRD	12.4''	18'
320	TRD	13.4''	20'
321	TRD	9.2''	15'
322	TRD	12.4''	15'
323	TRD	11.3''	16'
324	TRD	15.3''	18'
325	TRD	15.8''	18'
326	TRD	18.9''	22'
327	TRD	13.0''	15'
328	TRD	9.1''	10'
329	TRD	12.2''	14'
330	TRC	8.8''	16'
331	TRC	5.8''	10'
332	TRD	10.8''	14'
333	TRD	16.5''	16'
334	TRD	11.1''	20'
335	TRD	12.0''	15'
336	TRD	10.4''	14'
337	TRD	13.6''	16'
338	TRD	4.0''	9'
339	TRD	15.2''	22'
340	TRD	16.3''	20'
341	TRD	9.6''	12'
342	TRD	9.7''	12'
343	TRD	9.5''	15'
344	TRC	11.5''	18'
345	TRD	11.0''	12'
346	TRC	12.4''	13'
347	TRC	4.2''	7'
348	TRC	13.0''	15'
349	TRC	15.9''	22'
350	TRC	11.4''	22'
351	TRC	17.3''	18'
352	TRC	15.2''	18'
353	TRD	9.2''	14'
354	TRD	11.0''	15'
355	TRD	12.7''	16'
356	TRC	9.4''	14'
357	TRD	12.2''	17'
358	TRD	7.3''	13'
359	TRD	10.7''	16'
360	TRD	6.5''	10'
361	TRD	5.7''	8'
362	TRD	8.6''	14'
363	TRD	9.3''	14'
364	TRD	11.5''	15'
365	TRD	5.7''	8'
366	TRD	12.5''	16'
367	TRD	10.3''	14'
368	TRD	14.1''	16'
369	TRD	12.2''	15'
370	TRD	11.8''	16'
371	TRD	15.7''	18'
372	TRD	14.5''	18'
373	TRD	12.6''	16'
374	TRD	13.8''	17'
375	TRD	9.6''	13'
376	TRD	7.2''	10'
377	TRD	8.9''	12'
378	TRD	8.2''	12'
379	TRD	6.4''	10'
380	TRD	6.9''	10'
381	TRD	7.3''	12'
382	TRD	7.0''	12'
383	TRD	4.8''	10'
384	TRD	5.8''	10'
385	TRD	5.2''	9'
386	TRD	12.3''	16'
387	TRD	26.5''	25'
388	TRD	13.8''	11'
389	TRD	15.0''	15'
390	TRD	13.4''	14'
391	TRD	7.7''	12'
392	TRD	12.0''	16'
393	TRD	8.7''	11'
394	TRD	10.4''	14'
395	TRD	15.0''	12'
396	TRD	12.1''	13'
397	TRD	7.6''	8'
398	TRD	11.5''	14'
399	TRD	10.8''	14'
400	TRD	4.9''	10'
401	TRD	4.0''	8'
402	TRD	5.1''	9'
403	TRD	6.5''	11'
404	TRD	14.0''	15'
405	TRD	7.7''	13'
406	TRD	7.2''	13'
407	TRD	6.8''	11'
408	TRD	10.0''	16'
409	TRD	4.6''	9'
410	TRD	9.4''	15'
411	TRD	4.0''	8'
412	TRD	6.5''	13'
413	TRD	4.1''	7'

TREE TABLES 2 3 4

KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
414	TRD	8.2''	14'
415	TRD	11.1''	20'
416	TRD	9.0''	15'
417	TRD	9.8''	16'
418	TRD	12.9''	16'
419	TRD	11.0''	17'
420	TRD	12.7''	17'
421	TRD	12.8''	16'
422	TRD	9.3''	14'
423	TRD	22.3''	24'
424	TRD	13.3''	19'
425	TRD	7.1''	12'
426	TRD	10.0''	16'
427	TRD	11.5''	17'
428	TRD	7.9''	13'
429	TRD	7.5''	13'
430	TRD	5.2''	13'
431	TRD	9.7''	14'
432	TRD	4.3''	9'
433	TRD	7.9''	16'
434	TRD	9.4''	16'
435	TRD	4.2''	9'
436	TRD	10.6''	18'
437	TRD	8.6''	12'
438	TRD	18.4''	28'
439	TRD	15.0''	20'
440	TRD	12.6''	16'
441	TRD	11.7''	20'
442	TRD	9.8''	15'
443	TRD	12.7''	17'
444	TRD	22.1''	26'
445	TRD	34.6''	40'
446	TRD	23.4''	22'
447	TRC	13.7''	20'
448	TRD	19.4''	24'
449	TRD	11.4''	15'
450	TRC	9.5''	16'
451	TRC	11.6''	20'
452	TRD	14.4''	22'
453	TRC	9.0''	12'
454	TRC	10.1''	13'
455	TRC	9.2''	14'
456	TRD	15.6''	26'
457	TRD	20.5''	32'
458	TRD	13.6''	16'
459	TRD	16.0''	28'
460	TRD	15.4''	23'
461	TRD	16.5''	26'
462	TRD	4.3''	9'
463	TRD	7.1''	15'
464	TRD	8.3''	16'
465	TRD	7.0''	16'
466	TRD	9.7''	17'
467	TRD	6.6''	11'
468	TRD	12.3''	20'
469	TRD	12.5''	23'
470	TRD	15.5''	25'
471	TRD	6.4''	12'
472	TRD	8.8''	13'
473	TRD	9.8''	15'
474	TRD	8.3''	14'
475	TRD	7.5''	10'
476	TRD	10.0''	13'
477	TRD	9.3''	14'
478	TRD	9.4''	10'
479	TRD	4.3''	12'
480	TRD	4.7''	12'
481	3 TRD'S	8.9''	15'
482	TRD	8.8''	12'
483	TRD	9.6''	12'
484	TRD	12.8''	22'
485	TRD	33.6''	26'
486	TRD	37.5''	42'
487	TRD	11.4''	16'
488	TRD	13.0''	16'
489	TRD	11.3''	16'
490	TRD	19.5''	22'
491	TRD	22.7''	30'
492	TRD	6.7''	13'
493	TRD	18.5''	24'
494	TRD	16.0''	18'
495	TRD	34.7''	28'
496	TRD	8.3''	13'
497	TRD	37.0''	48'
498	TRD	14.3''	16'
499	TRD	13.7''	15'
500	TRD	13.1''	15'
501	TRD	14.3''	20'
502	TRD	5.2''	8'
503	TRD	43.7''	35'
504	TRD	10.8''	14'
505	TRD	10.3''	14'
506	TRD	18.3''	25'
507	2 TRD'S	4.3''	10'
508	2 TRD'S	4.7''	10'
509	2 TRD'S	8.4''	14'
510	TRD	10.0''	15'
511	TRD	10.0''	15'
512	TRD	10.0''	18'
513	TRD	10.1''	16'
514	TRD	10.2''	20'
515	TRD	10.2''	20'
516	TRD	10.2''	22'
517	TRD	10.4''	14'
518	TRD	10.4''	15'
519	TRD	10.4''	16'
520	TRD	10.4''	22'
521	TRD	10.5''	14'

TREE TABLES 2 3 4

KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
522	TRD	10.5''	20'
523	TRD	10.5''	20'
524	TRD	10.5''	22'
525	TRD	10.5''	22'
526	TRD	10.6''	16'
527	TRD	10.8''	22'
528	TRD	10.8''	22'
529	TRD	10.8''	22'
530	TRD	10.8''	24'
531	TRD	10.8''	26'
532	TRD	10.9''	26'
533	TRD	11''	24'
534	TRD	11.0''	15'
535	TRD	11.2''	22'
536	TRD	11.2''	24'
537	TRD	11.3''	17'
538	TRD	11.3''	24'
539	TRD	11.4''	16'
540	TRD	11.4''	22'
541	TRD	11.5''	16'
542	TRD	11.5''	18'
543	TRD	11.5''	22'
544	TRD	11.6''	22'
545	TRD	11.6''	22'
546	TRD	11.6''	24'
547	TRD	11.6''	26'
548	TRD	11.7''	24'
549	TRD	11.7''	24'
550	TRD	11.7''	24'
551	TRD	11.7''	30'
552	TRD	11.9''	28'
553	TRD	12.2''	22'
554	TRD	12.2''	24'
555	TRD	12.2''	24'
556	TRD	12.2''	26'
557	TRD	12.3''	16'
558	TRD	12.4''	15'
559	TRD	12.4''	26'
560	TRD	12.4''	28'
561	TRD	12.4''	30'
562	TRD	12.5''	17'
563	TRD	12.6''	30'
564	TRD	12.7''	24'
565	TRD	12.7''	24'
566	TRD	12.9''	32'
567	TRD	13''	24'
568	TRD	13.0''	18'
569	TRD	13.2''	26'
570	TRD	13.3''	28'
571	TRD	13.4''	15'
572	TRD	13.4''	30'
573	TRD	13.7''	15'
574	TRD	13.7''	26'
575	TRD	13.7''	34'
576	TRD	14.3''	20'
577	TRD	14.4''	14'
578	TRD	14.4''	18'
579	TRD	14.6''	32'
580	TRD	14.8''	40'
581	TRD	15.2''	40'
582	TRD	15.6''	16'
583	TRD	15.7''	20'
584	TRD	15.8''	20'
585	TRD	15.9''	18'
586	TRD	16''	32'
587	TRD	16.3''	24'
588	TRD	16.6''	20'
589	TRD	16.6''	40'
590	TRD	16.7''	20'
591	TRD	17.2''	40'
592	TRD	17.4''	22'
593	TRD	17.6''	25'
594	TRD	17.6''	42'
595	TRD	17.7''	44'
596	TRD	18.4''	22'
597	TRD	18.9''	44'
598	TRD	19.0''	18'
599	TRD	19.2''	25'
600	TRD	19.6''	22'
601	TRD	20.1''	22'
602	TRD	20.3''	25'
603	TRD	21.2''	22'
604	TRD	21.2''	25'
605	TRD	21.3''	30'
606	TRD	21.4''	30'
607	TRD	21.4''	30'
608	TRD	21.5''	30'
609	TRD	22.2''	30'
610	TRD	22.3''	35'
611	TRD	22.8''	30'
612	TRD	22.9''	20'
613	TRD	23.1''	18'
614	TRD	23.5''	19'
615	TRD	25.1''	30'
616	TRD	25.9''	40'
617	TRD	27.0''	40'
618	TRD	27.6''	40'
619	TRD	29.0''	35'
620	TRD	3.0''	12'
621	TRD	3.3''	12'
622	TRD	3.7''	12'
623	TRD	31.1''	40'
624	TRD	31.1''	45'
625	TRD	32.4''	56'
626	TRD	37.1''	45'
627	TRD	4''	10'
628	TRD	4''	8'
629	TRD	4''	8'

TREE TABLES 2 3 4

KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
630	TRD	4''	8'
631	TRD	4.1''	8'
632	TRD	4.2''	8'
633	TRD	4.3''	13'
634	TRD	4.4''	10'
635	TRD	4.4''	8'
636	TRD	4.5''	10'
637	TRD	4.5''	8'
638	TRD	4.5''	8'
639	TRD	4.6''	6'
640	TRD	4.6''	8'
641	TRD	4.7''	6'
642	TRD	4.8''	10'
643	TRD	4.8''	10'
644	TRD	4.8''	6'
645	TRD	4.8''	8'
646	TRD	4.8''	9'
647	TRD	4.9''	8'
648	TRD	5''	12'
649	TRD	5.0''	6'
650	TRD	5.0''	8'
651	TRD	5.0''	8'
652	TRD	5.0''	8'
653	TRD	5.0''	9'
654	TRD	5.1''	10'
655	TRD	5.1''	8'
656	TRD	5.2''	12'
657	TRD	5.2''	12'
658	TRD	5.2''	7'
659	TRD	5.2''	8'
660	TRD	5.3''	12'
661	TRD	5.3''	8'
662	TRD	5.3''	9'
663	TRD	5.4''	12'
664	TRD	5.5''	10'
665	TRD	5.5''	10'
666	TRD	5.5''	11'
667	TRD	5.5''	12'
668	TRD	5.5''	8'
669	TRD	5.5''	8'
670	TRD	5.5''	8'
671	TRD	5.5''	8'
672	TRD	5.6''	10'
673	TRD	5.6''	10'
674	TRD	5.6''	10'
675	TRD	5.6''	11'
676	TRD	5.6''	14'
677	TRD	5.6''	8'
678	TRD	5.6''	10'
679	TRD	5.7''	10'
680	TRD	5.7''	10'
681	TRD	5.7''	11'
682	TRD	5.7''	12'
683	TRD	5.7''	9'
684	TRD	5.7''	9'
685	TRD	5.8''	10'
686	TRD	5.8''	10'
687	TRD	5.8''	12'
688	TRD	6''	12'
689	TRD	6''	12'
690	TRD	6''	12'
691	TRD	6''	12'
692	TRD	6''	14'
693	TRD	6.0''	10'
694	TRD	6.0''	10'
695	TRD	6.0''	11'
696	TRD	6.1''	10'
697	TRD	6.1''	10'
698	TRD	6.1''	10'
699	TRD	6.1''	12'
700	TRD	6.1''	12'
701	TRD	6.2''	10'
702	TRD	6.2''	10'
703	TRD	6.2''	12'
704	TRD	6.3''	10'
705	TRD	6.3''	12'
706	TRD	6.5''	10'
707	TRD	6.5''	10'
708	TRD	6.5''	12'
709	TRD	6.5''	14'
710	TRD	6.5''	14'
711	TRD	6.7''	11'
712	TRD	6.7''	12'
713	TRD	6.7''	12'
714	TRD	6.7''	12'
715	TRD	6.8''	10'
716	TRD	6.8''	12'
717	TRD	6.8''	12'
718	TRD	6.8''	12'
719	TRD	6.8''	14'
720	TRD	6.8''	14'
721	TRD	6.8''	12'
722	TRD	6.9''	10'
723	TRD	6.9''	14'
724	TRD	7''	14'
725	TRD	7''	18'
726	TRD	7.0''	11'
727	TRD	7.0''	12'
728	TRD	7.1''	11'
729	TRD	7.2''	11'
730	TRD	7.2''	11'
731	TRD	7.2''	13'
732	TRD	7.2''	14'
733	TRD	7.2''	14'
734	TRD	7.2''	16'
735	TRD	7.2''	16'
736	TRD	7.2''	16'
737	TRD	7.2''	18'

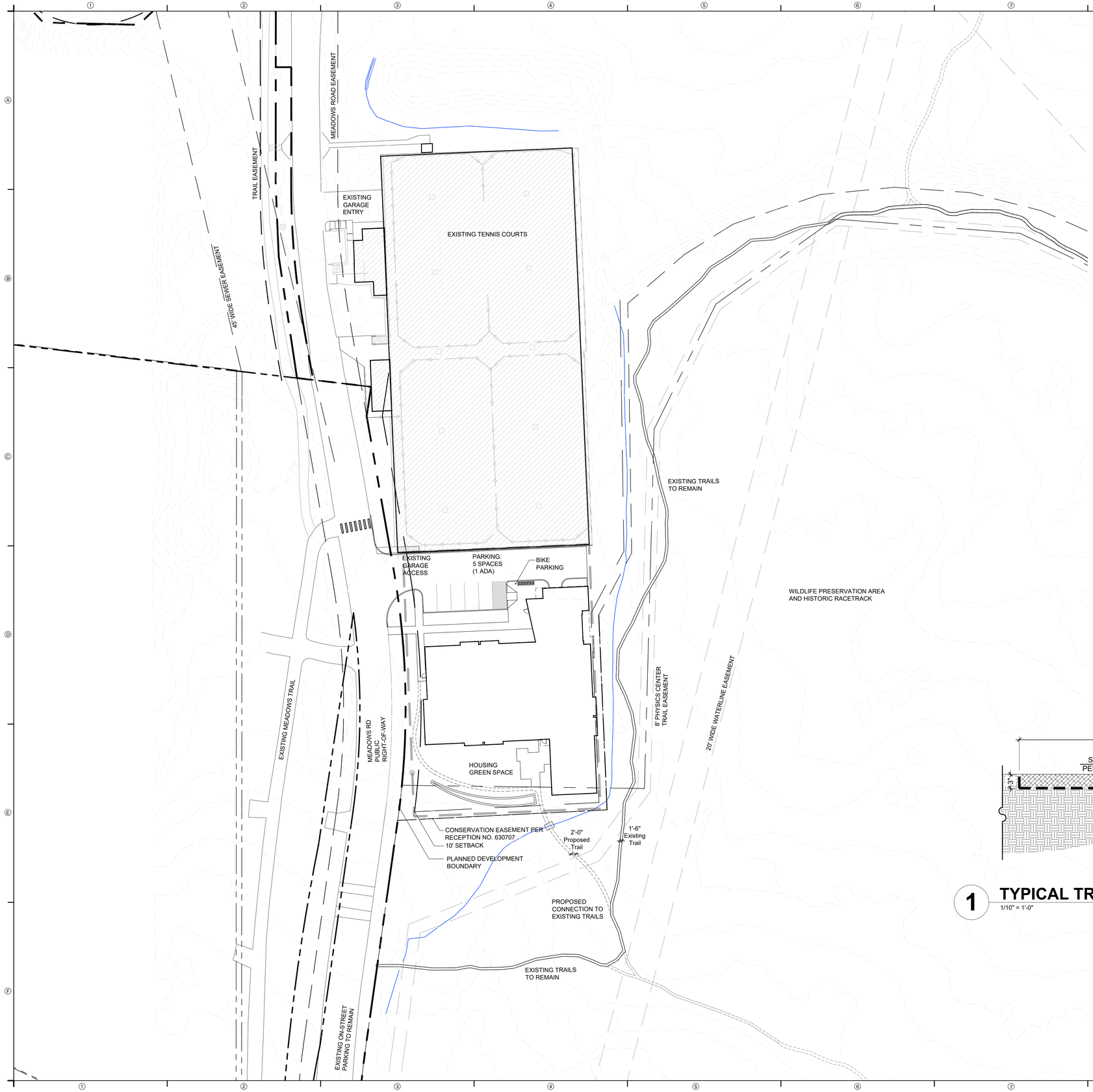
TREE TABLES 2 3 4

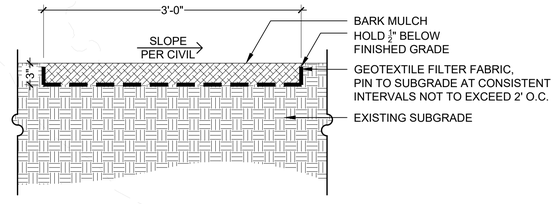
KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
738	TRD	7.3''	12'
739	TRD	7.3''	13'
740	TRD	7.3''	16'
741	TRD	7.3''	16'
742	TRD	7.4''	12'
743	TRD	7.4''	16'
744	TRD	7.5''	10'
745	TRD	7.5''	10'
746	TRD	7.5''	12'
747	TRD	7.5''	12'
748	TRD	7.5''	13'
749	TRD	7.6''	16'
750	TRD	7.6''	16'
751	TRD	7.7''	12'
752	TRD	7.7''	12'
753	TRD	7.7''	13'
754	TRD	7.8''	12'
755	TRD	7.8''	14'
756	TRD	7.9''	10'
757	TRD	7.9''	13'
758	TRD	7.9''	16'
759	TRD	7.9''	16'
760	TRD	7.9''	16'
761	TRD	8''	14'
762	TRD	8''	20'
763	TRD	8.0''	11'
764	TRD	8.0''	12'
765	TRD	8.0''	12'
766	TRD	8.0''	12'
767	TRD	8.1''	14'
768	TRD	8.2''	12'
769	TRD	8.2''	12'
770	TRD	8.2''	13'
771	TRD	8.2''	16'
772	TRD	8.2''	16'
773	TRD	8.2''	18'
774	TRD	8.2''	20'
775	TRD	8.3''	14'
776	TRD	8.3''	14'
777	TRD	8.3''	16'
778	TRD	8.4''	14'
779	TRD	8.4''	16'
780	TRD	8.5''	12'
781	TRD	8.5''	20'
782	TRD	8.6''	14'
783	TRD	8.7''	12'
784	TRD	8.7''	15'
785	TRD	8.7''	15'
786	TRD	8.7''	16'
787	TRD	8.8''	13'
788	TRD	8.8''	20'
789	TRD	9''	18'
790	TRD	9''	20'
791	TRD	9.0''	13'
792	TRD	9.0''	14'
793	TRD	9.0''	14'
794	TRD	9.0''	16'
795	TRD	9.1''	14'
796	TRD	9.1''	15'
797	TRD	9.1''	18'
798	TRD	9.1''	20'
799	TRD	9.1''	20'
800	TRD	9.1''	22'
801	TRD	9.2''	20'
802	TRD	9.3''	13'
803	TRD	9.3''	15'
804	TRD	9.3''	16'
805	TRD	9.4''	14'
806	TRD	9.4''	18'
807	TRD	9.4''	20'
808	TRD	9.5''	14'
809	TRD	9.5''	14'
810	TRD	9.5''	20'
811	TRD	9.5''	22'
812	TRD	9.5''	22'
813	TRD	9.6''	13'
814	TRD	9.6''	16'
815	TRD	9.6''	26'
816	TRD	9.7''	12'
817	TRD	9.7''	13'
818	TRD	9.7''	13'
819	TRD	9.7''	22'
820	TRD	9.8''	20'
821	TRD	9.9''	16'
822	TRD	9.9''	20'
823	TRD	5.2''	11'
824	TRC	10.2''	20'
825	TRC	11.4''	16'
826	TRC	111.0''	13'
827	TRC	12.1''	22'
828	TRC	12.2''	16'
829	TRC	15.5''	20'
830	TRC	15.6''	20'
831	TRC	15.8''	19'
832	TRC	17.3''	22'
833	TRC	17.5''	30'
834	TRC	18.4''	28'
835	TRC	6.6''	10'
836	TRC	7.2''	12'
837	TRC	7.4''	10'
838	TRC	7.6''	12'
839	TRC	8.6''	15'
840	TRD	12.7''	20'
841	TRD	30.3''	18'
842	TRD	17.8''	15'
843	TRD	21.1''	20'
844	TRD	11.1''	15'
845	TRD	11.0''	15'

TREE TABLES 2 3 4

KEY	TREE TYPE	TRUNK Ø	DRIPLINE Ø
846	TRD	18.2''	16'
847	TRC	6.5''	10'
848	TRC	9.8''	13'
849	TRC	5.4''	8'
850	TRD	14.3''	22'
851	TRD	19.7''	18'
852	TRD	22.5''	18'
853	TRD	13.5''	14'
854	TRD	19.9''	26'
855	TRD	15.0''	17'
856	TRD	8.1''	12'
857	TRD	11.5''	16'
858	TRD	20.5''	18'
859	TRD	8.8''	2'
860	TRC	10.1''	10'
861	TRD	14.0''	20'
862	TRD	18.4''	30'
863	TRD	4.6''	10'
864	TRD	12.0''	16'
865	TRD	11.8''	17'
866	TRD	6.6''	13'
867	TRD	23.3''	35'
868	TRD	7.0''	10'
869	TRD	8.4''	14'
870	TRD	5.8''	9'
871	TRD	5.7''	9'
872	TRD	7.1''	12'
873	TRD	14.3''	20'
874	TRD	10.2''	16'
875	TRD	10.4''	15'
876	TRD	8.3''	12'
877	TRD	10.7''	15'
878	TRD	9.3''	14'
879	TRD	7.9''	11'
880	TRD	7.6''	11'
881	TRD	8.0''	17'
882	TRD	8.2''	17'
883	TRD	7.9''	16'
884	TRD	10.3''	17'
885	TRD	5.7''	11'
886	TRD	11.8''	18'
887	TRD	7.8''	15'
888	TRC	9.2''	20'
889	TRD	9.3''	16'
890	TRD	6.6''	14'
891	TRD	6.3''	13'
892	TRC	8.1''	12'
893	TRD	10.5''	15'
894	TRD	7.0''	12'
895	2 TRD'S	5.8''	14'
896	TRC	15.2''	32'
897	TRD	14.2''	22'
898	TRD	9.0''	10'
899	TRC	16.8''	30'
900	TRC	11.5''	17'
901	TRD	6.6''	9'
902	TRD	13.6''	22'
903	TRD	11.5''	9'
904	TRD	14.3''	18'
905	TRC	12.7''	17'
906	TRD	7.2''	11'
907	TRD	24.5''	23'
908	TRD	21.8''	22'
909	TRD	9.4''	12'
910	TRD	16.5''	19'
911	TRD	12.1''	14'
912	TRD	12.2''	18'
913	TRD	13.1''	15'
914	TRD	46.7''	35'
915	TRD	10.4''	14'
916	TRD	11.5''	14'
917	TRD	10.6	18'
918	TRD	10.2''	16'
919	TRD	6.7''	13'
920	TRD	9.8''	17'
921	TRD	4.1''	8'
922	TRD	11.8''	18'
923	TRD	15.8''	18'
924	TRD	10.3''	16'
925	TRD	11.0''	16'
926	TRD	12.7''	17'
927	TRD	7.4''	12'
928	TRD	4.2''	12'
929	TRD	8.5''	13'
930	TRD	8.6'

DEVELOPMENT SUMMARY		
UNIT TYPE	UNIT COUNT	BEDROOMS
1 BR	2	2
2 BR	9	18
3 BR	2	6
TOTALS:	13 units	26 beds
SURFACE PARKING		5 total (1 ADA)
GARAGE PARKING		99 existing, 4 removed, 25 proposed





1 TYPICAL TRAIL SECTION
1/10" = 1'-0"

NORTH

0 15' 30' 60'
ORIGINAL SCALE: 1" = 30'-00"

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Institute

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

SITE PLAN

SHEET NUMBER

L1-01

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KLEIN MUSIC TENT

HARRIS CONCERT HALL

EXISTING WALKWAYS TO REMAIN IN PLACE

OPEN SPACE BOUNDARY

EXISTING DITCH TO REMAIN IN PLACE

PROPOSED EVENT TENT SPACE

EXISTING POND RELOCATION

PEDESTRIAN WALKWAY

PROPOSED BIKE PARKING AREA

OPEN SPACE BOUNDARY TYP.

PROPOSED BUS AND SHUTTLE DROP-OFF

ADA PARKING: 12 TOTAL SPACES

THIS ROW COMPACT PARKING SPACES

THIS ROW COMPACT PARKING SPACES

HOUSING PARKING: 13 TOTAL

TRASH AND RECYCLING ENCLOSURES - 120 SQ FT (2) 3-YARD DUMPSTERS

ONE-WAY AISLE

ONE-WAY AISLE

ONE-WAY AISLE

ONE-WAY AISLE

ONE-WAY AISLE

AMFS PARKING: 271 TOTAL SPACES

ONE BEDROOM (2)

STUDIO

REROUTE DITCH

ONE BEDROOM (2)

THREE BEDROOM

TWO BEDROOM

ONE BEDROOM (2)

STUDIO

TWO BEDROOM

ONE BEDROOM (2)

N. 3RD STREET

BOETTCHER CENTER

PLANNED DEVELOPMENT BOUNDARY

10' SETBACK

TWO-WAY LANE

TWO-WAY LANE

10' SETBACK STREETLIGHT EASEMENT

PLANNED DEVELOPMENT BOUNDARY

20' WIDE SEWER EASEMENT

PEDESTRIAN PATH

PEDESTRIAN PATH

EXISTING IMPROVEMENTS TO REMAIN IN PLACE

EXISTING SIDEWALK

10' SETBACK

PEDESTRIAN PATH

PLANNED DEVELOPMENT BOUNDARY

ON-STREET PARKING: 18 TOTAL

GILLESPIE AVENUE

N. 5TH STREET

N. 4TH STREET

NORTH

0 15' 30' 60'

ORIGINAL SCALE: 1" = 30'-00"

DEVELOPMENT SUMMARY

UNIT TYPE	UNIT COUNT	BEDROOMS
Studio	2	2
1 BR	8	8
2 BR	2	4
3 BR	1	3
TOTALS:	13 units	17 beds
PARKING		274 spaces

NOTE: CIRCLES ADDED TO COMPACT SPACES FOR REFERENCE. TOTAL COMPACT SPACES UNDER ALLOWED 25% TOTAL PARKING COUNT.

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Music Festival and School

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

SITE PLAN

SHEET NUMBER

L2-01

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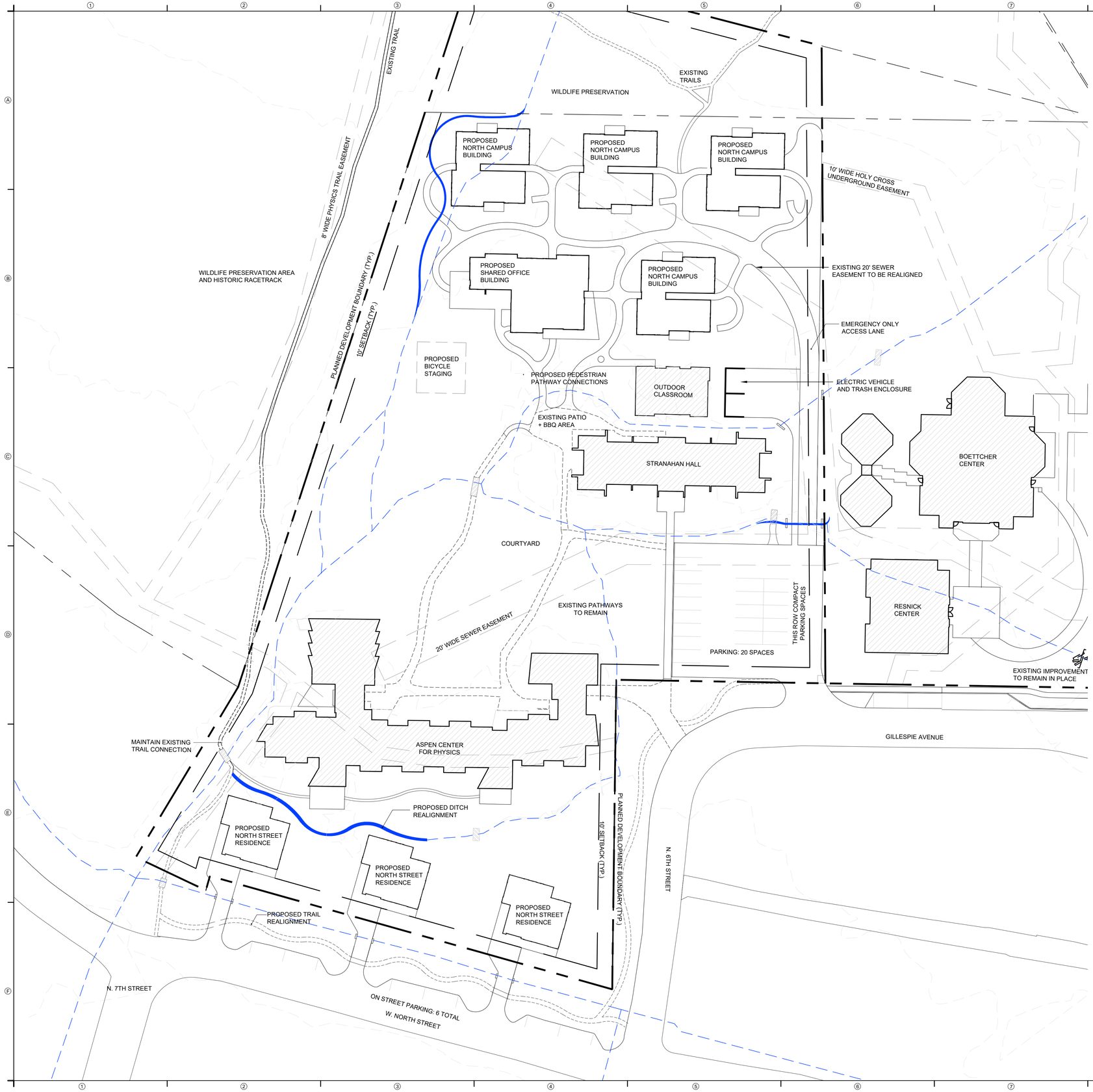

DEVELOPMENT SUMMARY

UNIT TYPE	UNIT COUNT	BEDROOMS
Studio	11	11
1 BR	6	6
2 BR	8	16
3 BR	8	24
6 BR	1	6
TOTALS:	34 units	63 beds
PARKING		20 spaces

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Center for Physics

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

SITE PLAN

SHEET NUMBER

L3-01

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IRRIGATION AREA	
Existing Irrigation Area	2,353 sq ft
Proposed Irrigation Area	8,537 sq ft

NOTE:

PLANT KEY

BOTANICAL NAME	COMMON NAME	SIZE
TREES		
Populus angustifolia	Narrowleaf Cottonwood	3-5" CAL.
Populus tremuloides	Quaking Aspen	3-5" CAL.
LAWN		
NATIVE MEADOW		
NATIVE GRASS MIX - Pitkin County Irrigated Seed Mix		
Pascopyrum smithii	Western Wheatgrass	30% of Mix
Elymus trachycaulus	Slender Wheatgrass	25% of Mix
Nassella viridula	Green Needlegrass	15% of Mix
Elymus lanceolatus	Thickspike Wheatgrass	15% of Mix
Achnatherum hymenoides	Indian Ricegrass	10% of Mix
Pseudoregneria spicata	Bluebunch Wheatgrass	10% of Mix
ORNAMENTAL		
SHRUBS		
Cornus alba	Redtwig Dogwood	
Rosa woodsii	Woods Rose	
Symphoricarpos albus	Snowberry	
Rubus deliciosus	Boulder Raspberry	
Potentilla fruticosa	McKay's White Potentilla	
Spirea japonica 'Froebelii'	Froebel Spirea	
Ribes alpinum	Alpine Currant	
Physocarpus monogynus	Dwarf Ninebark	
PERENNIALS		
Lupinus argenteus	Common Lupine	
Penstemon strictus	Rocky Mountain Penstemon	
Delphinium barbeyia	Royal Blue Larkspur 'Delphinium'	
Ipomopsis aggregata	Scarlet Gilia	
Aquilegia coerulea	Colorado Columbine	
Geranium viscosissimum	Wild Sticky Purple Geranium	
Erigeon speciosus	Aspen Daisy	
Glechoma hederacea	Creeping Charlie	
Dryopteris filix-mas 'Robusta'	Male Robust Fern	
Athyrium filix-femina	Lady Fern	
Alchemilla mollis	Ladies Mantle	
Veronica filiformis	Birdseye Speedwell	
Achillea millefolium	Common White Yarrow	
Rudbeckia hirta	Black-eyed Susan	
Echinacea purpurea	Purple Cone Flower	
Leucanthemum x superbum 'Alaska'	Alaska Shasta Daisy	
Monarda fistulosa menthifolia	Bee-balm	
Salvia nemerosa 'Caradonna'	Caradonna Salvia	
Penstemon eatonii	Firecracker Penstemon	
Campanula persicifolia	Peach-leaved Bellflower	
Polemonium caeruleum	Jacob's Ladder	
Galium odoratum	Sweet Woodruff	
Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Reed Grass	
Ligularia stenocephala 'The Rocket'	Rocket Ragwort	
Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Grama Grass	

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Institute

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

LANDSCAPE PLAN

SHEET NUMBER

L1-02

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TREE REMOVAL SUMMARY CHART - AI

TREE #	TYPE	SIZE (CAL. IN.)
95	*Deciduous*	6.6"
96	*Deciduous*	7.6"
97	*Deciduous*	7.6"
98	*Deciduous*	6.3"
99	*Deciduous*	8.3"
100	*Deciduous*	3.6"
101	*Deciduous*	8.4"
102	*Deciduous*	7.3"
103	*Deciduous*	5.8"
104	*Deciduous*	4.8"
155	*Deciduous*	5.2"
156	*Deciduous*	8.2"
157	*Deciduous*	7.4"
158	*Deciduous*	9.6"
159	*Deciduous*	8.6"
160	*Deciduous*	6.7"
161	*Deciduous*	6.6"
162	*Deciduous*	7.3"
163	*Deciduous*	12.6"

TOTAL REMOVED: 138.5"

NORTH

0 15' 30' 60'
ORIGINAL SCALE: 1" = 30'-00"

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Institute

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

TREE REMOVAL AND PRESERVATION PLAN

SHEET NUMBER

L1-05

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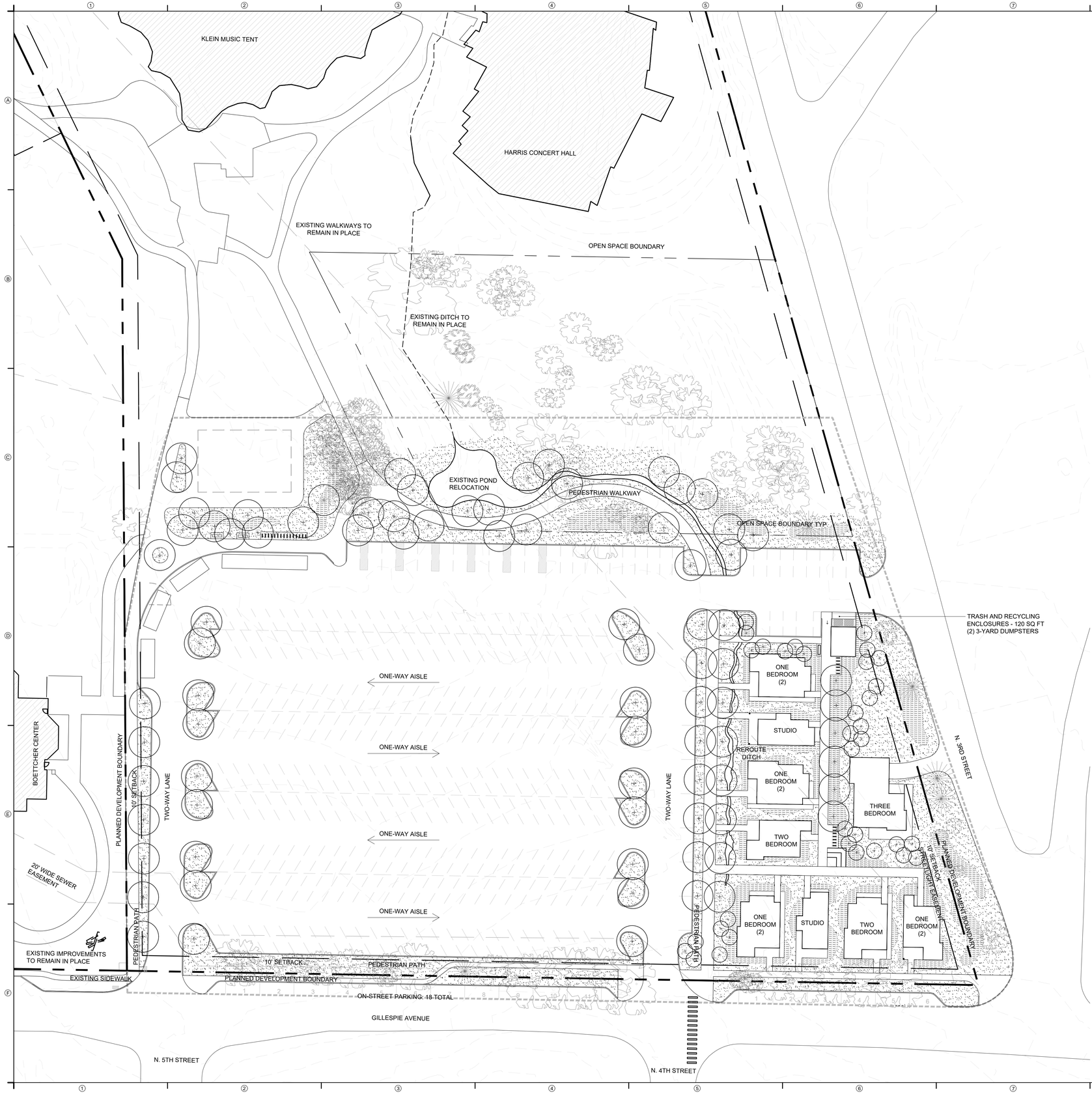

IRRIGATION AREA	
Existing Irrigation Area	51,097 sq ft
Proposed Irrigation Area	51,321 sq ft

NOTE:

PLANT KEY

BOTANICAL NAME	COMMON NAME	SIZE
TREES		
Populus angustifolia	Narrowleaf Cottonwood	3-5" CAL.
Populus tremuloides	Quaking Aspen	3-5" CAL.
LAWN		
NATIVE MEADOW		
NATIVE GRASS MIX - Pitkin County Irrigated Seed Mix		
Pascopyrum smithii	Western Wheatgrass	30% of Mix
Elymus trachycaulus	Slender Wheatgrass	25% of Mix
Nassella viridula	Green Needlegrass	15% of Mix
Elymus lanceolatus	Thickspike Wheatgrass	15% of Mix
Achnatherum hymenoides	Indian Ricegrass	10% of Mix
Pseudoregneria spicata	Bluebunch Wheatgrass	10% of Mix
ORNAMENTAL		
SHRUBS		
Cornus alba	Redtwig Dogwood	
Rosa woodsii	Woods Rose	
Symphoricarpos albus	Snowberry	
Rubus deliciosus	Boulder Raspberry	
Potentilla fruticosa	McKay's White Potentilla	
Spirea japonica 'Froebelii'	Froebel Spirea	
Ribes alpinum	Alpine Currant	
Physocarpus monogynus	Dwarf Ninebark	
PERENNIALS		
Lupinus argenteus	Common Lupine	
Penstemon strictus	Rocky Mountain Penstemon	
Delphinium barbeyia	Royal Blue Larkspur 'Delphinium'	
Ipomopsis aggregata	Scarlet Gilia	
Aquilegia coerulea	Colorado Columbine	
Geranium viscosissimum	Wild Sticky Purple Geranium	
Erigeon speciosus	Aspen Daisy	
Glechoma hederacea	Creeping Charlie	
Dryopteris filix-mas 'Robusta'	Male Robust Fern	
Athyrium filix-femina	Lady Fern	
Alchemilla mollis	Ladies Mantle	
Veronica filiformis	Birdseye Speedwell	
Achillea millefolium	Common White Yarrow	
Rudbeckia hirta	Black-eyed Susan	
Echinacea purpurea	Purple Cone Flower	
Leucanthemum x superbum 'Alaska'	Alaska Shasta Daisy	
Monarda fatulosa menthifolia	Bee-balm	
Salvia nemerosa 'Caradonna'	Caradonna Salvia	
Penstemon eatonii	Firecracker Penstemon	
Campanula persicifolia	Peach-leaved Bellflower	
Polemonium caeruleum	Jacob's Ladder	
Galium odoratum	Sweet Woodruff	
Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Reed Grass	
Ligularia stenocephala 'The Rocket'	Rocket Ragwort	
Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Grama Grass	

NORTH

0 15' 30' 60'

ORIGINAL SCALE: 1" = 30'-0"

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Music Festival and School

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

LANDSCAPE PLAN

SHEET NUMBER

L2-02

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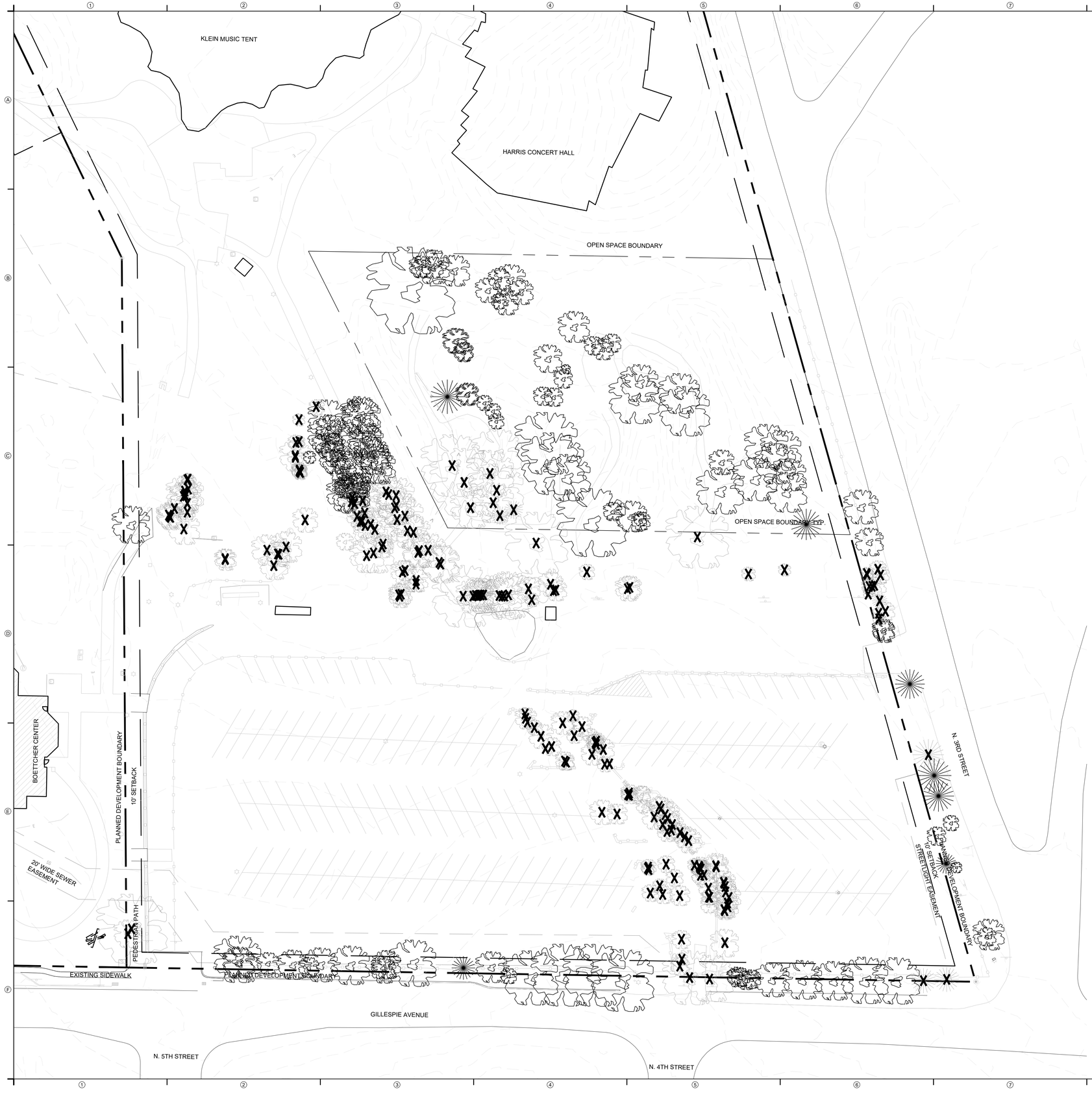

TREE REMOVAL SUMMARY CHART - AMFS

TREE #	TYPE	SIZE (CAL. IN.)	TREE #	TYPE	SIZE (CAL. IN.)
330	*Deciduous*	8.8"	680	*Deciduous*	5.7" *
507	*Deciduous*	4.3" *	681	*Deciduous*	5.7" *
508	*Deciduous*	4.7" *	683	*Deciduous*	5.7" *
509	*Deciduous*	8.4"	684	*Deciduous*	5.7" *
510	*Deciduous*	10"	685	*Deciduous*	5.8" *
511	*Deciduous*	10"	686	*Deciduous*	5.8" *
512	*Deciduous*	10"	687	*Deciduous*	5.8" *
513	*Deciduous*	10.1"	690	*Deciduous*	6"
515	*Deciduous*	10.2"	691	*Deciduous*	6"
516	*Deciduous*	10.2"	692	*Deciduous*	6"
517	*Deciduous*	10.4"	693	*Deciduous*	6"
518	*Deciduous*	10.4"	694	*Deciduous*	6"
519	*Deciduous*	10.4"	695	*Deciduous*	6"
520	*Deciduous*	10.4"	696	*Deciduous*	6.1"
521	*Deciduous*	10.5"	697	*Deciduous*	6.1"
522	*Deciduous*	10.5"	701	*Deciduous*	6.2"
524	*Deciduous*	10.5"	705	*Deciduous*	6.3"
526	*Deciduous*	10.6"	706	*Deciduous*	6.5"
527	*Deciduous*	10.8"	707	*Deciduous*	6.5"
534	*Deciduous*	11"	708	*Deciduous*	6.5"
536	*Deciduous*	11.2"	709	*Deciduous*	6.5"
537	*Deciduous*	11.3"	711	*Deciduous*	6.7"
539	*Deciduous*	11.4"	712	*Deciduous*	6.7"
540	*Deciduous*	11.4"	715	*Deciduous*	6.8"
541	*Deciduous*	11.5"	716	*Deciduous*	6.8"
542	*Deciduous*	11.5"	717	*Deciduous*	6.8"
543	*Deciduous*	11.5"	719	*Deciduous*	6.8"
544	*Deciduous*	11.6"	722	*Deciduous*	6.9"
545	*Deciduous*	11.6"	726	*Deciduous*	7"
547	*Deciduous*	11.6"	727	*Deciduous*	7"
548	*Deciduous*	11.7"	728	*Deciduous*	7.1"
549	*Deciduous*	11.7"	729	*Deciduous*	7.2"
553	*Deciduous*	12.2"	730	*Deciduous*	7.2"
557	*Deciduous*	12.3"	731	*Deciduous*	7.2"
558	*Deciduous*	12.4"	738	*Deciduous*	7.3"
559	*Deciduous*	12.4"	742	*Deciduous*	7.4"
562	*Deciduous*	12.5"	743	*Deciduous*	7.4"
563	*Deciduous*	12.6"	744	*Deciduous*	7.5"
564	*Deciduous*	12.7"	746	*Deciduous*	7.5"
565	*Deciduous*	12.7"	747	*Deciduous*	7.5"
567	*Deciduous*	13"	748	*Deciduous*	7.5"
568	*Deciduous*	13"	751	*Deciduous*	7.7"
570	*Deciduous*	13.3"	753	*Deciduous*	7.7"
571	*Deciduous*	13.4"	756	*Deciduous*	7.9"
575	*Deciduous*	13.7"	757	*Deciduous*	7.9"
585	*Deciduous*	15.9"	759	*Deciduous*	7.9"
588	*Deciduous*	16.6"	764	*Deciduous*	8"
589	*Deciduous*	16.6"	765	*Deciduous*	8"
590	*Deciduous*	16.7"	768	*Deciduous*	8.2"
591	*Deciduous*	17.2"	769	*Deciduous*	8.2"
594	*Deciduous*	17.6"	770	*Deciduous*	8.2"
597	*Deciduous*	18.9"	772	*Deciduous*	8.2"
599	*Deciduous*	19.2"	773	*Deciduous*	8.2"
600	*Deciduous*	19.6"	775	*Deciduous*	8.3"
601	*Deciduous*	20.1"	776	*Deciduous*	8.3"
605	*Deciduous*	21.3"	777	*Deciduous*	8.3"
607	*Deciduous*	21.4"	778	*Deciduous*	8.4"
610	*Deciduous*	22.3"	779	*Deciduous*	8.4"
611	*Deciduous*	22.8"	780	*Deciduous*	8.5"
613	*Deciduous*	23.1"	781	*Deciduous*	8.5"
623	*Deciduous*	31.1"	782	*Deciduous*	8.6"
626	*Deciduous*	37.1"	783	*Deciduous*	8.7"
630	*Deciduous*	4" *	784	*Deciduous*	8.7"
631	*Deciduous*	4.1" *	785	*Deciduous*	8.7"
632	*Deciduous*	4.2" *	786	*Deciduous*	8.7"
637	*Deciduous*	4.5" *	787	*Deciduous*	8.8"
640	*Deciduous*	4.6" *	789	*Deciduous*	9"
641	*Deciduous*	4.7" *	790	*Deciduous*	9"
642	*Deciduous*	4.8" *	791	*Deciduous*	9"
643	*Deciduous*	4.8" *	792	*Deciduous*	9"
644	*Deciduous*	4.8" *	793	*Deciduous*	9"
645	*Deciduous*	4.8" *	794	*Deciduous*	9"
646	*Deciduous*	4.8" *	795	*Deciduous*	9.1"
647	*Deciduous*	4.9" *	796	*Deciduous*	9.1"
649	*Deciduous*	5" *	798	*Deciduous*	9.1"
650	*Deciduous*	5" *	801	*Deciduous*	9.2"
651	*Deciduous*	5" *	802	*Deciduous*	9.3"
652	*Deciduous*	5" *	803	*Deciduous*	9.3"
653	*Deciduous*	5" *	804	*Deciduous*	9.3"
654	*Deciduous*	5.1" *	806	*Deciduous*	9.4"
655	*Deciduous*	5.1" *	809	*Deciduous*	9.5"
659	*Deciduous*	5.2" *	812	*Deciduous*	9.5"
660	*Deciduous*	5.3" *	813	*Deciduous*	9.6"
661	*Deciduous*	5.3" *	815	*Deciduous*	9.6"
664	*Deciduous*	5.5" *	816	*Deciduous*	9.7"
665	*Deciduous*	5.5" *	817	*Deciduous*	9.7"
666	*Deciduous*	5.5" *	818	*Deciduous*	9.7"
668	*Deciduous*	5.5" *	821	*Deciduous*	9.9"
669	*Deciduous*	5.5" *	822	*Deciduous*	9.9"
670	*Deciduous*	5.5" *	823	*Deciduous*	5.2" *
671	*Deciduous*	5.5" *	825	*Coniferous*	11.4"
672	*Deciduous*	5.6" *	828	*Coniferous*	12.2"
673	*Deciduous*	5.6" *	830	*Coniferous*	15.6"
675	*Deciduous*	5.6" *	835	*Coniferous*	6.6"
677	*Deciduous*	5.6" *	836	*Deciduous*	7.2"
679	*Deciduous*	5.7" *	838	*Deciduous*	7.6"

TOTAL REMOVED: 1,565.5"

NORTH

0 15' 30' 60'

ORIGINAL SCALE: 1" = 30'-00"

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Music Festival and School

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

TREE REMOVAL AND PRESERVATION PLAN

SHEET NUMBER

L2-05

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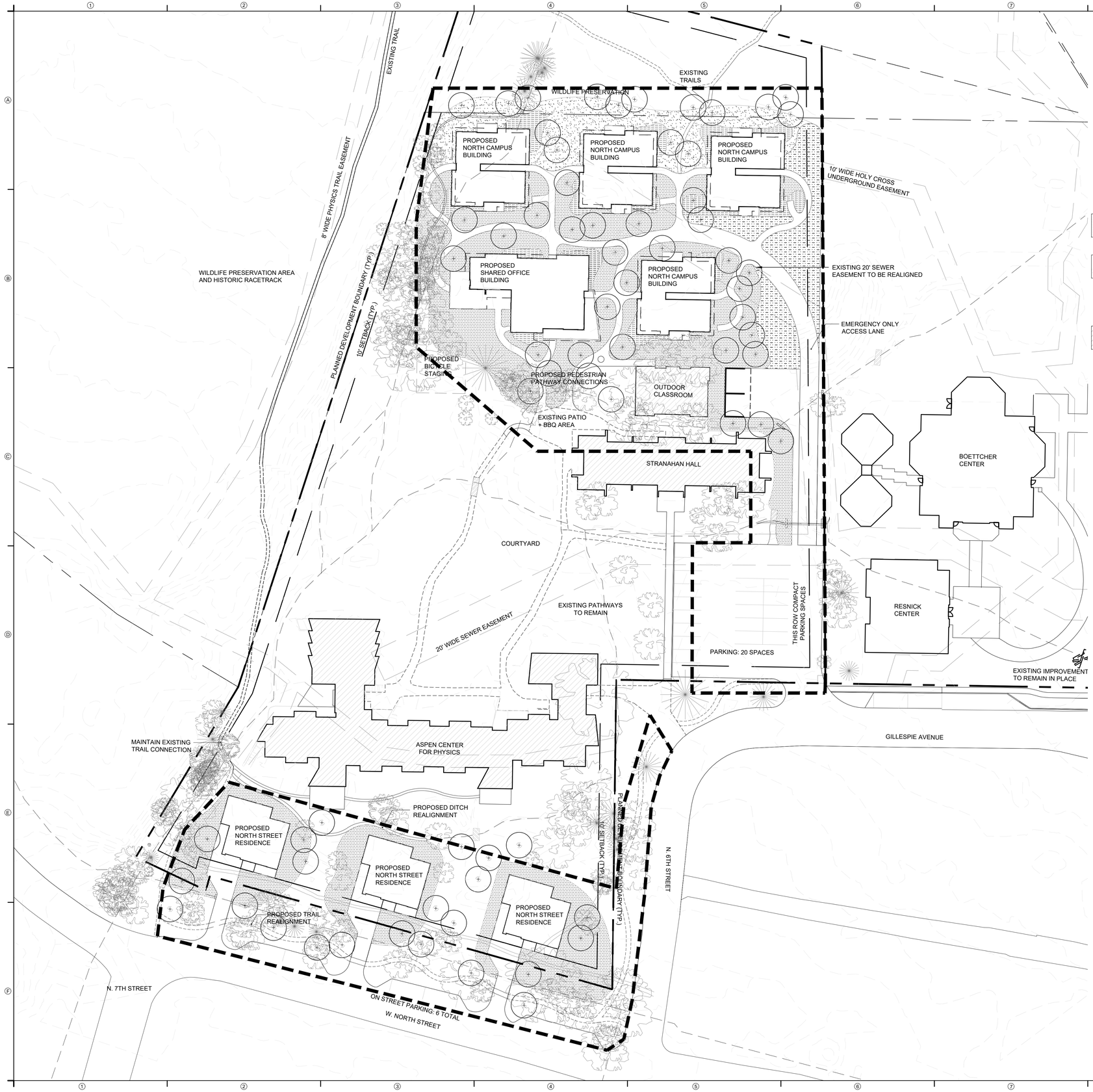

IRRIGATION AREA	
Existing Irrigation Area	78,513 sq ft
Proposed Irrigation Area	33,797 sq ft

NOTE:

PLANT KEY

BOTANICAL NAME	COMMON NAME	SIZE
TREES		
Populus angustifolia	Narrowleaf Cottonwood	3-5" CAL.
Populus tremuloides	Quaking Aspen	3-5" CAL.
LAWN		
NATIVE MEADOW		
NATIVE GRASS MIX - Pitkin County Irrigated Seed Mix		
Pascopyrum smithii	Western Wheatgrass	30% of Mix
Elymus trachycaulus	Slender Wheatgrass	25% of Mix
Nassella viridula	Green Needlegrass	15% of Mix
Elymus lanceolatus	Thickspike Wheatgrass	15% of Mix
Achnatherum hymenoides	Indian Ricegrass	10% of Mix
Pseudoroegneria spicata	Bluebunch Wheatgrass	10% of Mix
ORNAMENTAL		
SHRUBS		
Cornus alba	Redtwig Dogwood	
Rosa woodsii	Woods Rose	
Symphoricarpos albus	Snowberry	
Rubus deliciosus	Boulder Raspberry	
Potentilla fruticosa	McKay's White Potentilla	
Spirea japonica 'Froebelii'	Froebel Spirea	
Ribes alpinum	Alpine Currant	
Physocarpus monogynus	Dwarf Ninebark	
PERENNIALS		
Lupinus argenteus	Common Lupine	
Penstemon strictus	Rocky Mountain Penstemon	
Delphinium barbeyia	Royal Blue Larkspur 'Delphinium'	
Ipomopsis aggregata	Scarlet Gilia	
Aquilegia coerulea	Colorado Columbine	
Geranium viscosissimum	Wild Sticky Purple Geranium	
Erigeon speciosus	Aspen Daisy	
Glechoma hederacea	Creeping Charlie	
Dryopteris filix-mas 'Robusta'	Male Robust Fern	
Athyrium filix-femina	Lady Fern	
Alchemilla mollis	Ladies Mantle	
Veronica filiformis	Birdseye Speedwell	
Achillea millefolium	Common White Yarrow	
Rudbeckia hirta	Black-eyed Susan	
Echinacea purpurea	Purple Cone Flower	
Leucanthemum x superbum 'Alaska'	Alaska Shasta Daisy	
Monarda fistulosa menthifolia	Bee-balm	
Salvia nemerosa 'Caradonna'	Caradonna Salvia	
Penstemon eatonii	Firecracker Penstemon	
Campanula persicifolia	Peach-leaved Bellflower	
Polemonium caeruleum	Jacob's Ladder	
Galium odoratum	Sweet Woodruff	
Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Reed Grass	
Ligularia stenocephala 'The Rocket'	Rocket Ragwort	
Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Grama Grass	

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Center for Physics

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

LANDSCAPE PLAN

SHEET NUMBER

L3-02

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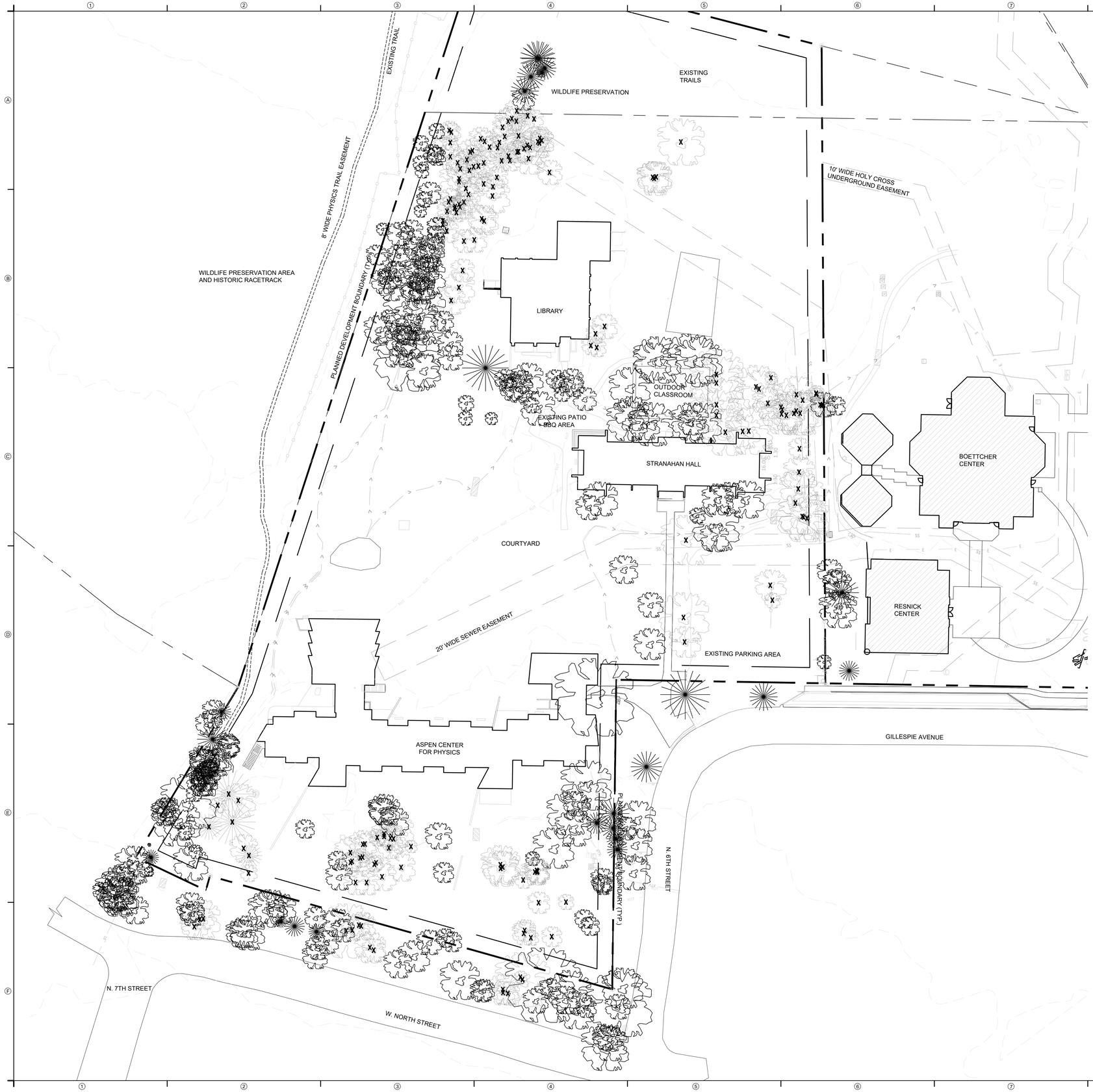

TREE REMOVAL SUMMARY CHART - ACP

TREE #	TYPE	SIZE (CAL. IN.)	TREE #	TYPE	SIZE (CAL. IN.)
214	*Deciduous*	13.5"	366	*Deciduous*	12.5"
215	*Deciduous*	9.6"	367	*Deciduous*	10.3"
228	*Deciduous*	10.5"	368	*Deciduous*	14.1"
229	*Deciduous*	16.4"	369	*Deciduous*	12.2"
234	*Deciduous*	16.1"	370	*Deciduous*	11.8"
242	*Deciduous*	15.5"	371	*Deciduous*	15.7"
243	*Deciduous*	13.2"	372	*Deciduous*	14.5"
244	*Deciduous*	20.1"	373	*Deciduous*	12.6"
245	*Deciduous*	10.9"	374	*Deciduous*	13.8"
246	*Deciduous*	8.4"	375	*Deciduous*	9.6"
247	*Deciduous*	7"	376	*Deciduous*	7.2"
248	*Deciduous*	6.1"	386	*Deciduous*	12.3"
249	*Deciduous*	5" *	387	*Deciduous*	26.5"
250	*Deciduous*	7.2"	388	*Deciduous*	13.8"
253	*Deciduous*	4.3" *	389	*Deciduous*	15"
254	*Deciduous*	4.7" *	390	*Deciduous*	13.4"
255	*Deciduous*	5.2" *	391	*Deciduous*	7.7"
256	*Deciduous*	11.6"	392	*Deciduous*	12"
257	*Deciduous*	12.2"	393	*Deciduous*	8.7"
258	*Deciduous*	13.7"	394	*Deciduous*	10.4"
259	*Deciduous*	13.3"	395	*Deciduous*	15"
260	*Deciduous*	10.4"	396	*Deciduous*	12.1"
261	*Deciduous*	13.3"	397	*Deciduous*	7.6"
262	*Deciduous*	5.5" *	398	*Deciduous*	11.5"
263	*Deciduous*	13.3"	402	*Deciduous*	5.1" *
264	*Deciduous*	9"	403	*Deciduous*	6.5"
265	*Deciduous*	12"	404	*Deciduous*	14"
266	*Deciduous*	12.2"	463	*Deciduous*	7.1"
267	*Deciduous*	4.6" *	464	*Deciduous*	8.3"
268	*Deciduous*	14.1"	465	*Deciduous*	7"
269	*Deciduous*	10.9"	466	*Deciduous*	9.7"
270	*Deciduous*	14.9"	467	*Deciduous*	6.6"
271	*Deciduous*	15.4"	468	*Deciduous*	12.3"
272	*Deciduous*	16.2"	469	*Deciduous*	12.5"
273	*Deciduous*	15.5"	470	*Deciduous*	15.5"
274	*Deciduous*	15.2"	473	*Deciduous*	9.8"
275	*Deciduous*	13"	474	*Deciduous*	8.3"
287	*Deciduous*	6.5"	475	*Deciduous*	7.5"
288	*Deciduous*	6.4"	476	*Deciduous*	10"
289	*Deciduous*	5.9" *	477	*Deciduous*	9.3"
290	*Deciduous*	6.9"	478	*Deciduous*	9.4"
291	*Deciduous*	8.6"	499	*Deciduous*	13.7"
292	*Deciduous*	10.6"	500	*Deciduous*	13.1"
293	*Deciduous*	7.5"	501	*Deciduous*	14.3"
294	*Deciduous*	14"	502	*Deciduous*	5.2" *
319	*Deciduous*	12.4"	503	*Deciduous*	43.7"
320	*Deciduous*	13.4"	842	*Deciduous*	17.8"
321	*Deciduous*	9.2"	843	*Deciduous*	21.1"
322	*Deciduous*	12.4"	853	*Deciduous*	13.5"
323	*Deciduous*	11.3"	854	*Deciduous*	19.9"
324	*Deciduous*	15.3"	855	*Deciduous*	15"
325	*Deciduous*	15.8"	896	*Coniferous*	15.2"
326	*Deciduous*	18.9"	897	*Deciduous*	14.2"
327	*Deciduous*	13"	898	*Deciduous*	9"
328	*Deciduous*	9.1"	899	*Coniferous*	16.8"
329	*Deciduous*	12.2"	900	*Coniferous*	11.5"
330	*Deciduous*	8.8"	904	*Deciduous*	14.3"
331	*Deciduous*	5.8" *	905	*Coniferous*	12.7"
332	*Deciduous*	10.8"	906	*Deciduous*	7.2"
334	*Deciduous*	11.1"	914	*Deciduous*	46.7"
335	*Deciduous*	12"	915	*Deciduous*	10.4"
336	*Deciduous*	10.4"	916	*Deciduous*	11.5"
337	*Deciduous*	13.6"	917	*Deciduous*	10.6"
338	*Deciduous*	4" *	921	*Deciduous*	4.1" *
339	*Deciduous*	15.2"	923	*Deciduous*	15.8"
340	*Deciduous*	16.3"	924	*Deciduous*	10.3"
341	*Deciduous*	9.6"	925	*Deciduous*	11"
342	*Deciduous*	9.7"	929	*Deciduous*	8.5"
343	*Deciduous*	9.5"	930	*Deciduous*	8.6"
344	*Deciduous*	11.5"	931	*Deciduous*	11.4"
345	*Deciduous*	11"	932	*Deciduous*	6.6"
346	*Deciduous*	12.4"	933	*Deciduous*	4.7" *
354	*Deciduous*	11"	934	*Deciduous*	6.3"
355	*Deciduous*	12.7"	935	*Deciduous*	6.1"
356	*Deciduous*	9.4"	936	*Deciduous*	11.1"
357	*Deciduous*	12.2"	937	*Deciduous*	9.3"
358	*Deciduous*	7.3"	938	*Deciduous*	5.7" *
359	*Deciduous*	10.7"	939	*Deciduous*	5" *
360	*Deciduous*	6.5"	940	*Deciduous*	9.3"
361	*Deciduous*	5.7" *	941	*Deciduous*	9.4"
362	*Deciduous*	8.6"	942	*Deciduous*	12.4"
363	*Deciduous*	9.3"	944	*Deciduous*	4.1" *
364	*Deciduous*	11.5"	945	*Deciduous*	11.2"
365	*Deciduous*	5.7" *			

TOTAL REMOVED: 1,808.9"

NORTH

0 15' 30' 60'

ORIGINAL SCALE: 1" = 30'-00"

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Center for Physics

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

TREE REMOVAL AND PRESERVATION PLAN

SHEET NUMBER

L3-05

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MEADOWS ROAD EASEMENT

TRAIL EASEMENT

EXISTING GARAGE ENTRY

EXISTING TENNIS COURTS

45' WIDE SEWER EASEMENT

EXISTING TRAILS TO REMAIN

EXISTING GARAGE ACCESS

PARKING: 5 SPACES (1 ADA)

BIKE PARKING

WILDLIFE PRESERVATION AREA AND HISTORIC RACETRACK

EXISTING MEADOWS TRAIL

MEADOWS RD PUBLIC RIGHT-OF-WAY

8' PHYSICS CENTER TRAIL EASEMENT

20' WIDE WATERLINE EASEMENT

HOUSING GREEN SPACE

CONSERVATION EASEMENT PER RECEPTION NO. 630707

10' SETBACK

PLANNED DEVELOPMENT BOUNDARY

PROPOSED CONNECTION TO EXISTING TRAILS

EXISTING TRAILS TO REMAIN

EXISTING ON-STREET PARKING TO REMAIN

NORTH

0 15' 30' 60'

ORIGINAL SCALE: 1" = 30'-00"

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CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

EMERGENCY ACCESS

SHEET NUMBER

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CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

WASTE MANAGEMENT

SHEET NUMBER

L1-04

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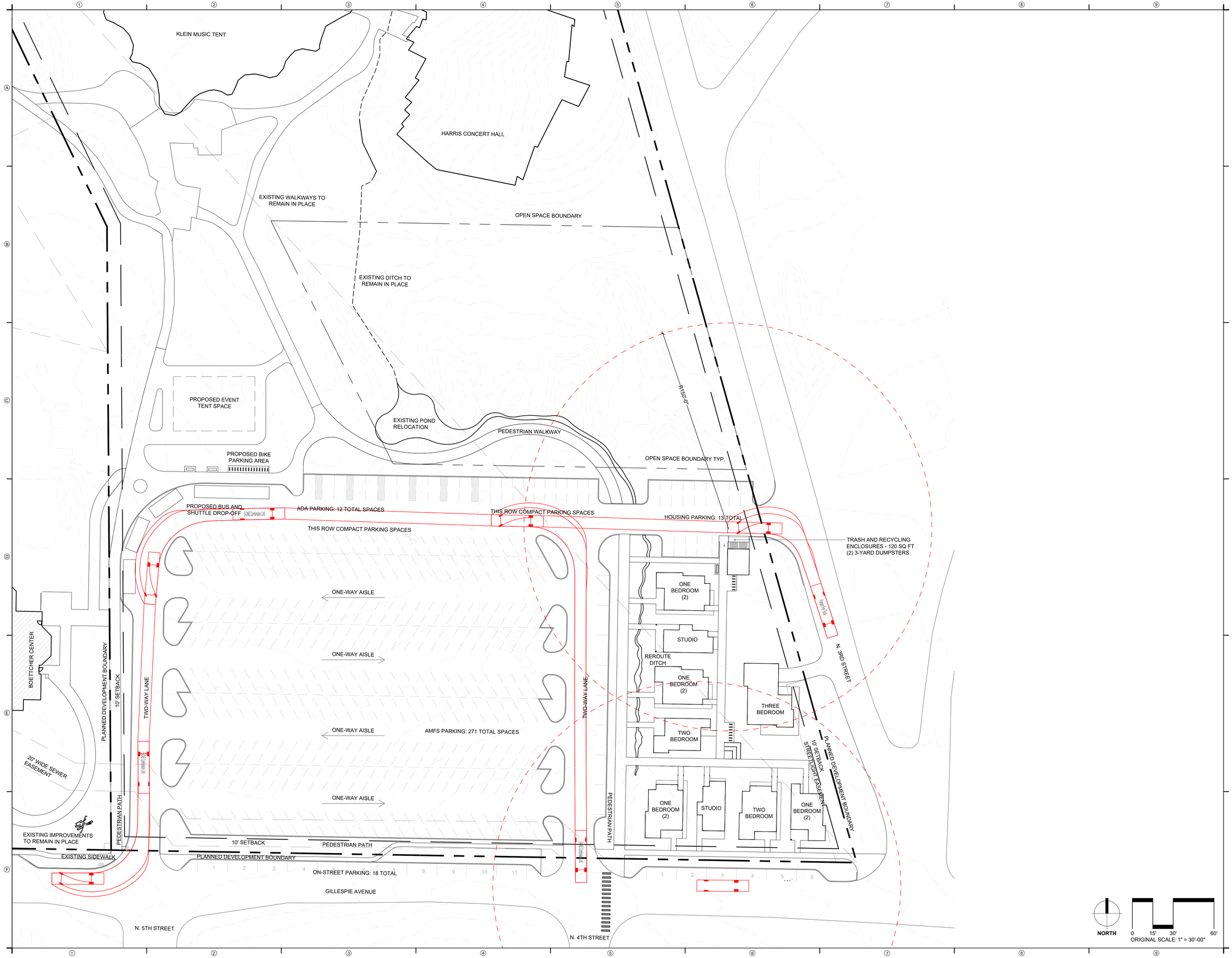

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Music Festival and School

Aspen, Colorado

ISSUE DATE: 04/30/2025

REVISIONS

DRAWN: MG/NJ REVIEWED: DC/JG

CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

EMERGENCY ACCESS

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Music Festival and School

Aspen, Colorado

KLEIN MUSIC TENT

HARRIS CONCERT HALL

EXISTING WALKWAYS TO REMAIN IN PLACE

OPEN SPACE BOUNDARY

EXISTING DITCH TO REMAIN IN PLACE

PROPOSED EVENT TENT SPACE

EXISTING POND RELOCATION

PEDESTRIAN WALKWAY

PROPOSED BIKE PARKING AREA

OPEN SPACE BOUNDARY TYP.

PROPOSED BUS AND SHUTTLE DROP-OFF

ADA PARKING: 12 TOTAL SPACES

THIS ROW COMPACT PARKING SPACES

THIS ROW COMPACT PARKING SPACES

HOUSING PARKING: 13 TOTAL

TRASH AND RECYCLING ENCLOSURES - 120 SQ FT (2) 3-YARD DUMPSTERS

ONE-WAY AISLE

ONE-WAY AISLE

ONE-WAY AISLE

AMFS PARKING: 271 TOTAL SPACES

ONE-WAY AISLE

BOETTCHER CENTER

PLANNED DEVELOPMENT BOUNDARY

10' SETBACK

TWO-WAY LANE

TWO-WAY LANE

20' WIDE SEWER EASEMENT

PEDESTRIAN PATH

EXISTING IMPROVEMENTS TO REMAIN IN PLACE

EXISTING SIDEWALK

10' SETBACK

PEDESTRIAN PATH

PLANNED DEVELOPMENT BOUNDARY

ON-STREET PARKING: 18 TOTAL

GILLESPIE AVENUE

N. 5TH STREET

N. 4TH STREET

ONE BEDROOM (2)

STUDIO

REROUTE DITCH

ONE BEDROOM (2)

THREE BEDROOM

TWO BEDROOM

N. 3RD STREET

10' SETBACK

STREETLIGHT EASEMENT

PLANNED DEVELOPMENT BOUNDARY

PEDESTRIAN PATH

ONE BEDROOM (2)

STUDIO

TWO BEDROOM

ONE BEDROOM (2)

NORTH

0 15' 30' 60'

ORIGINAL SCALE: 1" = 30'-00"

ISSUE DATE: 04/30/2025

REVISIONS

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CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

WASTE MANAGEMENT

SHEET NUMBER

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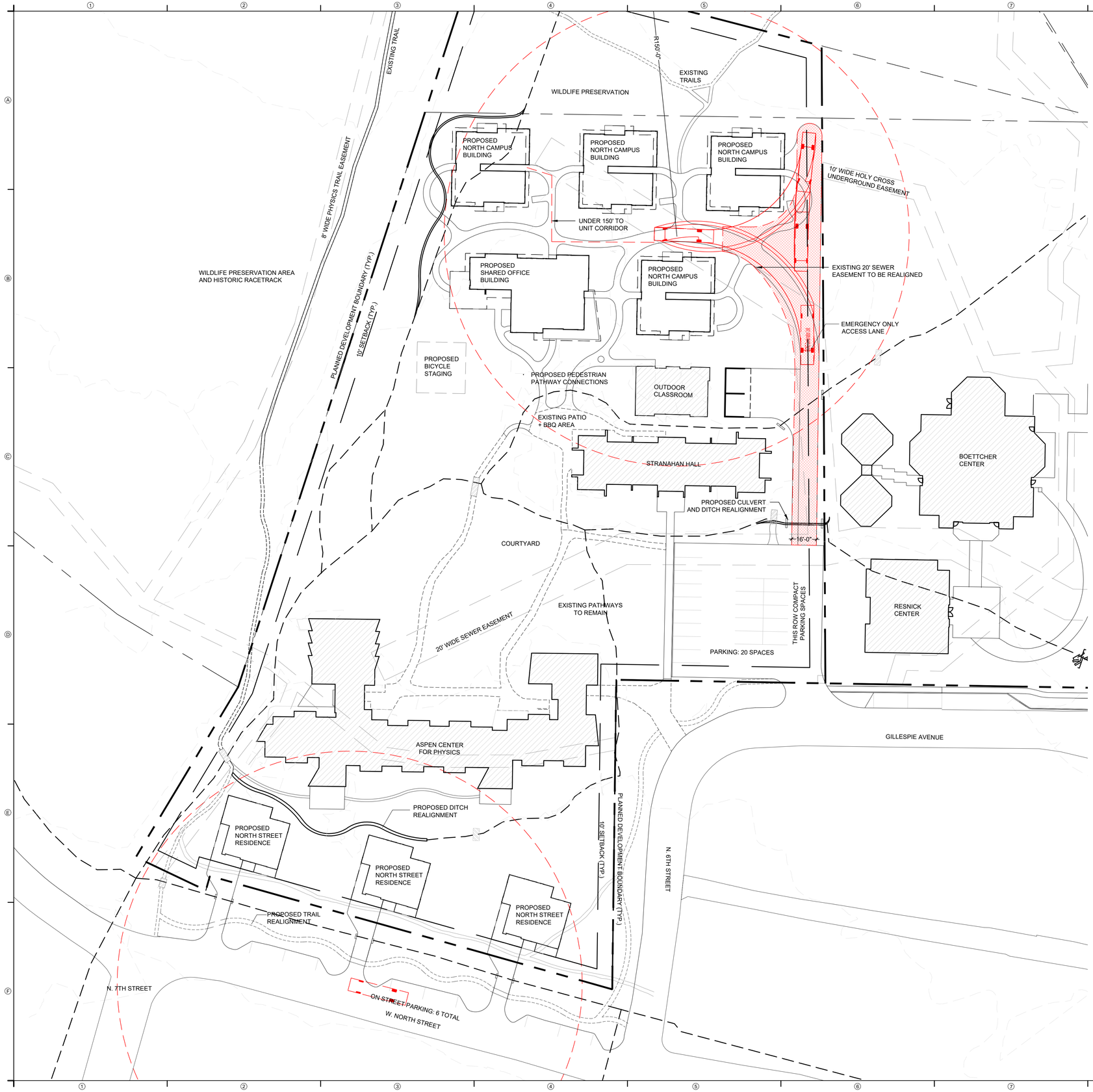

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

Aspen Center for Physics

Aspen, Colorado

ISSUE DATE: 04/30/2025

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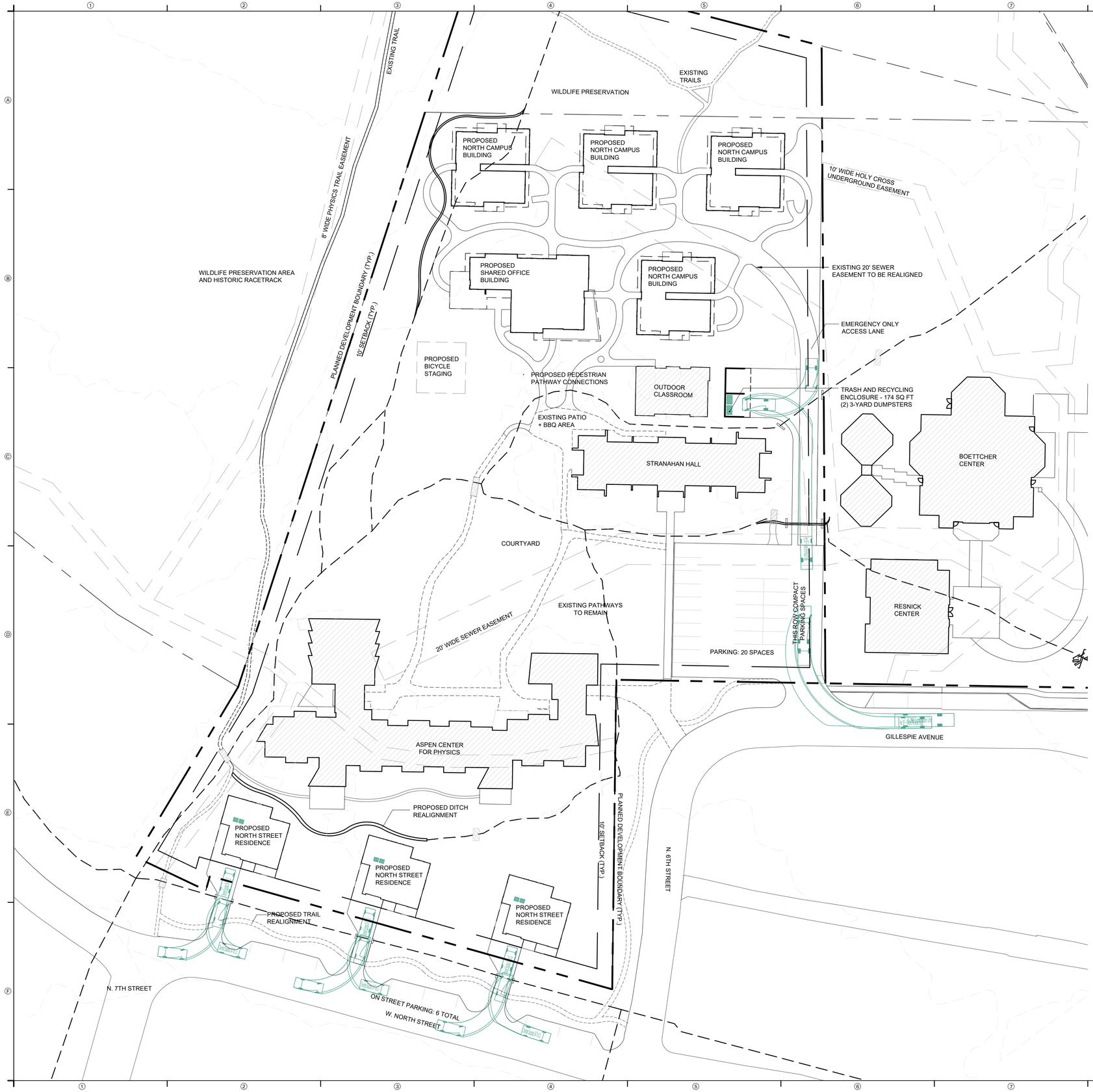

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Aspen Center for Physics

Aspen, Colorado

ISSUE DATE: 04/30/2025

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CONCEPTUAL LAND USE APPLICATION

PROJECT NUMBER: 7056

WASTE MANAGEMENT

SHEET NUMBER

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NORTH-EAST VIEW



SOUTH-EAST VIEW

VICINITY MAP (N.T.S.)



PROJECT DIRECTORY

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MEP ENGINEER: BG BUILDINGWORKS, INC.
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PHONE: 970.949.6108 x2242
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cell: 970.376.5350
email: dalyle@bgbuildingworks.com

SHEET INDEX

LAND USE

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PROJECT INFORMATION AND ZONING SUMMARY

PROJECT: ASPEN INSTITUTE HOUSING
MEADOWS RD.
ASPEN, CO. 81611

PARCEL ID: 273512129008

PERMIT #: PENDING

LEGAL DESCRIPTION: ASPEN MEADOWS

ZONE DISTRICT: PD

OCCUPANCY CLASSIFICATION: R-2, NON-TRANSIENT HOUSING

BUILDING TYPE: PODIUM: TYPE I
UPPER STRUCTURE: TYPE VB

SETBACKS
SIDE: 5'-0"
FRONT: 10'-0"
REAR: 5'-0"

INSULATION REQUIREMENTS PER 2021 IECC
PITKIN COUNTY : CLIMATE ZONE 7

rowland+broughton
architecture / urban design / interior design
500 w. main st.
aspen, co 81611
970.544.9006
1830 blake st.
denver, co 80202
303.308.1373

Consultants:

Issuances and Revisions:
2025.02.04 LAND USE APPLICATION - RESPONSES

NOT FOR CONSTRUCTION

LAND USE SUBMISSION

MEADOWS ROAD
ASPEN, CO 81611

PROJECT NO:
22308.00

SHEET TITLE:
COVER

AI-0.1

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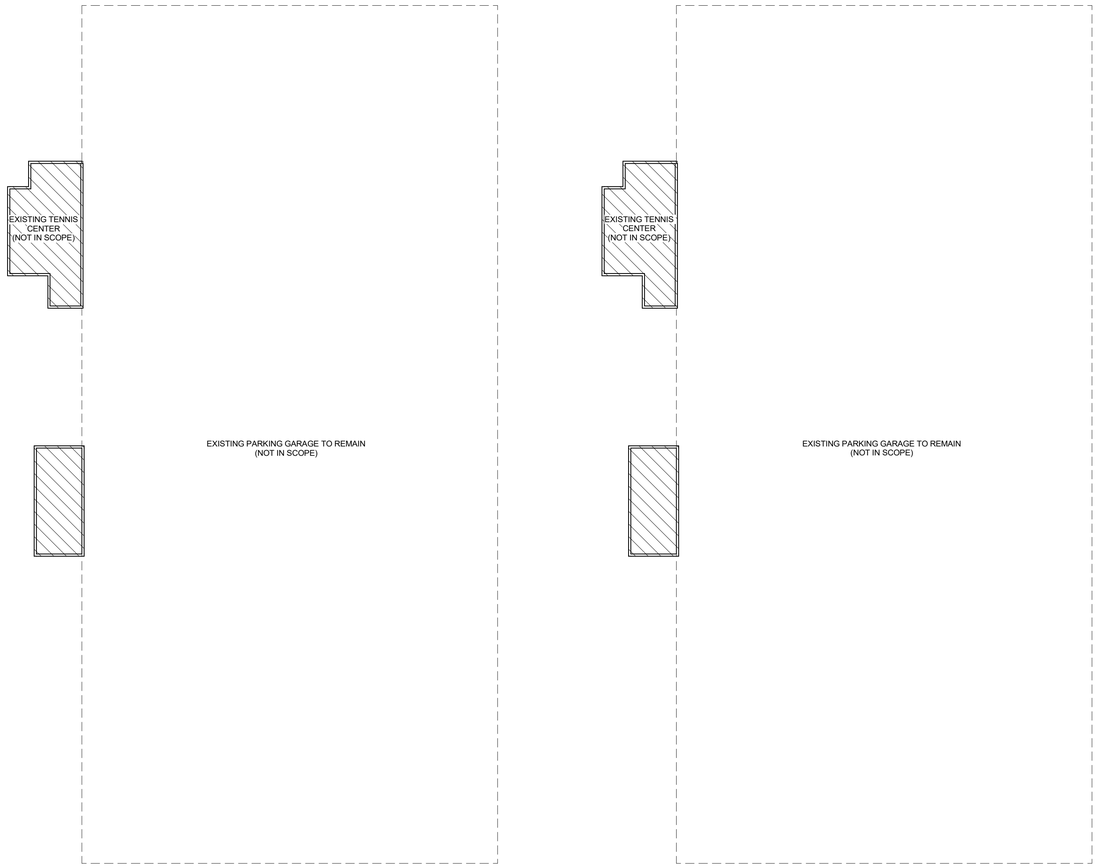

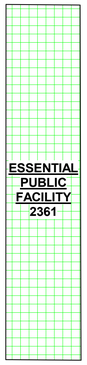

2 / AI-1.01 LEVEL 1 EXISTING GROSS AREA CALCULATION
SCALE: 3/64" = 1'-0"

PLAN NORTH TRUE NORTH



1 / AI-1.01 LEVEL 1 EXISTING NET AREA CALCULATION
SCALE: 3/64" = 1'-0"

PLAN NORTH TRUE NORTH

LEGEND

A.H.U. FLOOR AREA	
ESSENTIAL PUBLIC FACILITY FLOOR AREA	
NON UNIT FLOOR AREA	
DECK (BALCONY***) AREA > 30" ABOVE GRADE	
EXEMPT (PATIOS*/STAIRS**/GARAGE***/ BALCONIES****)	
NON-EXPOSED SUBGRADE AREA	
EXPOSED SUBGRADE AREA	

* PATIOS < 6" FROM GRADE EXEMPT PER CoA 26.575.020(d)(7)
** STAIRS EXEMPT AT TOP-MOST LEVEL PER CoA 26.575.020(d)(3)
*** GARAGE - 250SF EXEMPT PER RESIDENCE PER CoA 26.575.020(d)(8)
**** "BALCONY" USED IN TABLE ABOVE IS IN CONTEXT OF *GROSS FLOOR AREA* PER CoA 26.575.020(d)(2)(a)(i). PER THIS DEFINITION, UNENCLOSED BALCONIES DO NOT COUNT TOWARD *GROSS FLOOR AREA*

INPUT TABLES

GROSS FLOOR AREAS - MEASUREMENT TABLES

			Measured Areas	Total Measured	
		EXISTING BASEMENT LEVEL			
1		Essential Public Facility (EPF) area	0	0	SF
	1a	Exempt area (type)	0	0	SF
2		Residential area	0	0	SF
	2a	Exempt area (type)	0	0	SF
3		A.H.U. area	0	0	SF
	3a	Exempt area (type)	0	0	SF
4		Non-Unit area	0	0	SF
	4a	Exempt area garage, 250SF ea. residence	0	0	SF
		EXISTING LEVEL ONE			
5		Essential Public Facility (EPF) area	2361	2,361	SF
	5a	Exempt area (type)	0	0	SF
6		Residential area	0	0	SF
	6a	Exempt area (type)	0	0	SF
7		A.H.U. area	0	0	SF
	7a	Exempt area (type)	0	0	SF
8		Non-Unit area	0	0	SF
	8a	Exempt area (type)	0	0	SF
9		Deck Area	0	0	SF
		EXISTING LEVEL TWO			
10		Essential Public Facility (EPF) area	0	0	SF
	10a	Exempt area (type)	0	0	SF
11		Residential area	0	0	SF
	11a	Exempt area (type)	0	0	SF
12		A.H.U. area	0	0	SF
	12a	Exempt area stairs, top level	0	0	SF
13		Non-Unit area	0	0	SF
	13a	Exempt area (type)	0	0	SF
14		Deck Area	0	0	SF
		EXISTING			
15		Essential Public Facility (EPF) area	0	0	SF
	15a	Exempt area (type)	0	0	SF
16		Residential area	0	0	SF
	16a	Exempt area (type)	0	0	SF
17		A.H.U. area	0	0	SF
	17a	Exempt area (type)	0	0	SF
18		Non-Unit area	0	0	SF
	18a	Exempt area (type)	0	0	SF
19		Deck Area	0	0	SF

NET FLOOR AREAS

		Measured Areas		
	EXISTING BASEMENT LEVEL			
20	Net Leasable area	0	0	SF
21	Net Livable area	0	0	SF
22	Non-Unit / Shared area	0	0	SF
23	Total Basement Net Area		0	SF
	EXISTING LEVEL ONE			
24	Net Leasable area	2173	2,173	SF
25	Net Livable area	0	0	SF
26	Non-Unit / Shared area	0	0	SF
27	Total Level One Net Area		2,173	SF
	EXISTING LEVEL TWO			
28	Net Leasable area	0	0	SF
29	Net Livable area	0	0	SF
30	Non-Unit / Shared area	0	0	SF
31	Total Level Two Net Area		0	SF
32				
	EXISTING ROOF LEVEL			
33	Net Leasable area	0	0	SF
34	Net Livable area	0	0	SF
35	Non-Unit / Shared area	0	0	SF
36	Total Roof Net Area		0	SF
	EXISTING NET AREA UNIT TOTALS			
37	Net Leasable Unit Area (LINE 20+24+28+33)		2,173	SF
38	Net Livable Unit Area (LINE 21+25+28+33)		0	SF
39	Non-Unit Area (LINE 57+61+65+70)		0	SF
		Total	2,173	

CALCULATION TABLES - THESE CALCULATE PER CoA STANDARDS

FLOOR AREA CALCULATIONS - GROSS, MITIGATION, ALLOWABLE, BY-USE ALLOCATION

EXISTING FLOOR AREA CALCULATIONS per CoA 26.575.020(d)

GROSS FLOOR AREA (GFA) per CoA 26.575.020(d)(2)a.i

40	Gross	EPF Floor Area (LINE 1+1a+5+5a+10+10a+15+15a)	2,361	SF
41		Residential Floor Area (LINE 2+2a+6+6a+11+11a+16+16a)	0	SF
42		A.H.U. Floor Area (LINE 3+3a+7+7a+12+12a+16+16a)	0	SF
43		Non-Unit Floor Area (LINE 4+4+8a+13+13a+17+17a)	0	SF
44		***Total Gross Floor Area***	**2,361**	**SF**

MITIGATION FLOOR AREA per CoA 26.575.020(d)(2)i..ii

45	Mitigation	Essential Public Facility Floor Area (LINE 1+5+10+15)	2,361	SF
46		Residential Floor Area (LINE 2+6+11+16)	0	SF
47		A.H.U. Floor Area (LINE 3+3a+7+7a+12+12a+16+16a)	0	SF
48		Non-Unit Floor Area (LINE 4+4+8a+13+13a+17+17a)	0	SF
49		***Total Mitigation Floor Area***	**2,361**	**SF**

NOT USED

ALLOWABLE FLOOR AREA per CoA 26.575.020(d)(2)a.ii

SUBGRADE AREAS CALCULATION per CoA 26.575.020(d)(9)

50	Allowable	% Exposed Wall (See diagrams and tabulation)	29.2%	%
51		EPF Subgrade Area for Allowable FA (LINE 1*50)	0	SF
52		Residential Subgrade Area for Allowable FA (LINE 2*50)	0	SF
53		A.H.U. Subrade Area for Allowable FA (LINE 3*50)	0	SF
54		Non-Unit Subrade Area for Allowable FA (LINE 4*50)	0	SF

ALLOWABLE FLOOR AREA SUMMATION

55	Allowable	Essential Public Facility Floor Area (LINE 51+5+10+15)	2,361	SF
56		Residential Floor Area (LINE 52+6+11+16)	0	SF
57		A.H.U. Floor Area (LINE 53+7+12+17)	0	SF
58		Non-Unit Floor Area (LINE 54+8+13+18)	0	SF
59		***Total Allowable Floor Area***	**2,361**	**SF**

FLOOR AREA BY USE-CATEGORY per COA26.575.020(d)(15)

UNIT & MODIFIED NON-UNIT FLOOR AREA

60	Use Category	Total Unit FA (LINE 40+41+42)	2,361	SF
61		Non-Unit FA Minus Code Specified Exemptions (LINE 43-4a)	0	SF

PERCENTAGE OF USE-CATEGORY PER BUILDING FLOOR AREA *

62	Use Category	Essential Public Facility % of Total Unit FA (LINE 40/60 * 100)	100.0%	=	%COM
63		Residential % of Total Unit FA (LINE 41/60 * 100)	0.0%	=	%RES
64		A.H.U. % of TTotal Unit FA (LINE 42/60 * 100)	0.0%	=	%AHU
			100.0%		

NON-UNIT FLOOR AREA ALLOCATION *

65	Use Category	Non-unit floor area allocated to EPF (LINE 61*62)	0	SF
66		Non-unit floor area allocated to Residential (LINE 61*63)	0	SF
67		Non-unit floor area allocated to A.H.U. (LINE 61*64)	0	SF
		Total Non-Unit Floor Area (equal to LINE 61)	0	SF

USE CATEGORY TOTALS

68	Use Category	Essential Public Facility Floor Area (LINE 40)	2,361	SF
69		Essential Public Facility Non-Unit FA Allocation (LINE 65)	0	SF
70		**Total Essential Public Facility Floor Area (LINE 46+47)**	**2,361**	**SF**
71		Residential Floor Area (LINE 41)	0	SF
72		Residential Non-Unit FA Allocation (Line 66)	0	SF
73		**Total Residential Floor Area (LINE 46+47)**	**0**	**SF**
74		A.H.U. Floor Area (LINE 42)	0	SF
75		A.H.U. Non-Unit FA Allocation (line 67)	0	SF
76		**Total A.H.U. Floor Area (LINE 52+53)**	**0**	**SF**

*** REMOVES EXEMPT GARAGE AREAS FROM NON-UNIT GROSS FLOOR AREA PRIOR TO APPLICATION OF PERCENTAGES PER 26.575.020.(d)(15)**
"APPLICATION OF USE PERCENTAGES TO NON-UNIT FLOOR AREA"

NET AREA CALCULATIONS

NET FLOOR AREA CALCULATIONS per CoA 26.575.020(h)

NON-UNIT/ SHARED AREA ALLOCATION - NET FLOOR ARE/

77	Non-unit FA allocated to Net Livable (LINE 39*62)	0	SF
78	Non-unit FA allocated to Net Livable (LINE 39*(63+64)	0	SF
	(allocated nUA)	0	SF

NET USE CATEGORY TOTALS

79	Net Leasable Area (LINE 37)	2,173	SF
80	Net Leasable Area Non-Unit Allocation (Line 77)	0	SF
81	**Total Net Leasable Floor Area (LINE 79+80)**	**2,173**	**SF**
82	Net Livable Area (LINE 38)	0	SF
83	Net Livable Area Non-Unit Allocation (Line 78)	0	SF
84	**Total Net Livable Floor Area (82+83)**	**0**	**SF**
85	**Existing Total NET Floor Area (LINE 81+84)**	**2,173**	**SF**

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Issuances and Revisions:

2024.09.13	LAND USE APPLICATION
2024.11.27	LAND USE APPLICATION - 2
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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

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ASPEN, CO

LAND USE SUBMISSION

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ASPEN, CO 81611

PROJECT NO:
22308.00

SHEET TITLE:
EXISTING
FLOOR AREA CALCULATIONS

AI-1.01

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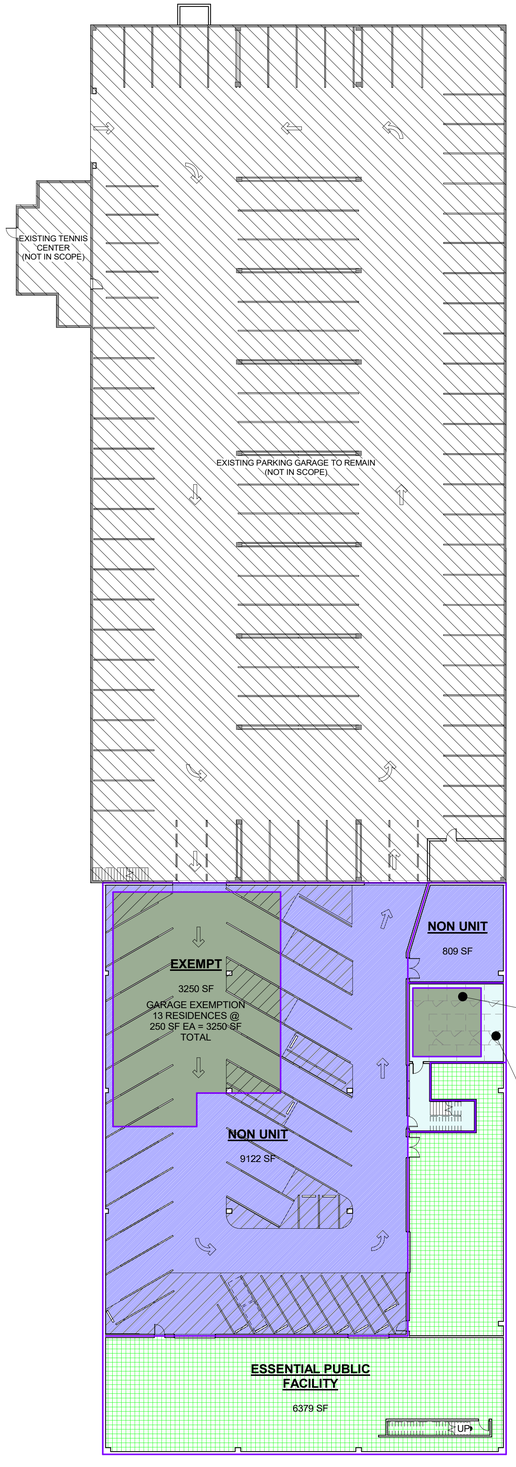


LEGEND

A.H.U. FLOOR AREA	
ESSENTIAL PUBLIC FACILITY FLOOR AREA	
NON UNIT FLOOR AREA	
DECK (BALCONY***) AREA > 30" ABOVE GRADE	
EXEMPT (PATIOS*/STAIRS**/GARAGE***/ BALCONIES****)	
NON-EXPOSED SUBGRADE AREA	
EXPOSED SUBGRADE AREA	

* PATIOS < 6" FROM GRADE EXEMPT PER CoA 26.575.020(d)(7)
** STAIRS EXEMPT AT TOP-MOST LEVEL PER CoA 26.575.020(d)(3)
*** GARAGE - 250SF EXEMPT PER RESIDENCE PER CoA 26.575.020(d)(8)
**** "BALCONY" USED IN TABLE ABOVE IS IN CONTEXT OF *GROSS FLOOR AREA* PER CoA 26.575.020(d)(2)(a)(i). PER THIS DEFINITION, UNENCLOSED BALCONIES DO NOT COUNT TOWARD *GROSS FLOOR AREA*

SUBGRADE WALL AREAS

NORTH WALL	1,050 SF
EAST WALL	2,032 SF
SOUTH WALL	1,434 SF
WEST WALL	2,032 SF
STAIR NORTH WALL	203 SF
STAIR WEST WALL	50 SF
STAIR SOUTH WALL	203 SF
TOTAL WALL AREA	**7,004 SF**

SUBGRADE WALL CALCULATIONS

TOTAL EXPOSED WALL AREA \ TOTAL WALL AREA = % EXPOSED WALL AREA
464 SF \ 7,004 SF = **6.6% EXPOSED SUBGRADE WALL AREA**

GROSS FLOOR AREAS - MEASUREMENT TABLES

			Measured Areas	Total Measured	
PROPOSED BASEMENT LEVEL					
1	Essential Public Facility area		6,379	6,379	SF
	1a [Exempt area (type)		0	0	SF
2	Residential area		0	0	SF
	2a [Exempt area (type)		0	0	SF
3	A.H.U. area		546	546	SF
	3a [Exempt area storage: 325F ea. Residence		416	416	SF
4	Non-Unit area		9122, 809	9,931	SF
	4a [Exempt area(s) garage: 2505F ea. Residence		3250	3,250	SF
PROPOSED LEVEL ONE					
5	Essential Public Facility (EPF) area		0	0	SF
	5a [Exempt area (type)		0	0	SF
6	Residential area		0	0	SF
	6a [Exempt area (type)		0	0	SF
7	A.H.U. area		1663, 2015, 2423, 2252	8,353	SF
	7a [Exempt area	at-grade covered patios	67, 65, 69, 69, 122, 71, 69, 180	712	SF
8	Non-Unit area		0	0	SF
	8a [Exempt area (type)		0	0	SF
9	Deck Area		0	0	SF
PROPOSED LEVEL TWO					
10	Essential Public Facility (EPF) area		0	0	SF
	10a [Exempt area (type)		0	0	SF
11	Residential area		0	0	SF
	11a [Exempt area (type)		0	0	SF
12	A.H.U. area		1658, 917, 1980, 1018, 2261	7,834	SF
	12a [Exempt area	stairs, top level	114,116	230	SF
13	Non-Unit area		0	0	SF
	13a [Exempt area (type)		0	0	SF
14	Deck Area		57, 57, 57, 69, 69, 69, 68	446	SF
PROPOSED ROOF LEVEL					
15	Essential Public Facility (EPF) area		0	0	SF
	15a [Exempt area (type)		0	0	SF
16	Residential area		0	0	SF
	16a [Exempt area (type)		0	0	SF
17	A.H.U. area		0	0	SF
	17a [Exempt area (type)		0	0	SF
18	Non-Unit area		0	0	SF
	18a [Exempt area (type)		0	0	SF
19	Deck Area		0	0	SF

FLOOR AREA CALCULATIONS - GROSS, MITIGATION, ALLOWABLE, BY-USE ALLOCATION

PROPOSED FLOOR AREA CALCULATIONS per CoA 26.575.020(d)

GROSS FLOOR AREA (GFA) per CoA 26.575.020(d)(2)a.i (Gross)

40	EPF Floor Area (LINE 1+1a+5+5a+10+10a+15+15a)	6,379	SF
41	Residential Floor Area (LINE 2+2a+6+6a+11+11a+16+16a	0	SF
42	A.H.U. Floor Area (LINE 3+3a+7+7a+12+12a+16+16a)	18,091	SF
43	Non-Unit Floor Area (LINE 4+4a+8a+13+13a+17+17a	13,181	SF
44	***Total Gross Floor Area***	**37,651**	**SF**

MITIGATION FLOOR AREA per CoA 26.575.020(d)(2).a.ii (Mitigation)

45	Essential Public Facility Floor Area (LINE 40)	6,379	SF
46	Residential Floor Area (LINE 2+6+11+16)	0	SF
47	A.H.U. Floor Area (LINE 3+3a+7+7a+12+12a+16+16a)	16,733	SF
48	Non-Unit Floor Area (LINE 4+4a+8a+13+13a+17+17a)	13,181	SF
49	***Total Mitigation Floor Area***	**36,293**	**SF**

NOT USED

ALLOWABLE FLOOR AREA per CoA 26.575.020(d)(2)a.ii (Allowable)

SUBGRADE AREAS CALCULATION per CoA 26.575.020(d)(9)

50	% Exposed Wall (See diagrams and tabulation)	6.6%	%
51	EPF Subgrade Area for Allowable FA (LINE 1*50)	421	SF
52	Residential Subgrade Area for Allowable FA (LINE 2*50)	0	SF
53	A.H.U. Subgrade Area for Allowable FA (LINE 3*50)	36	SF
54	Non-Unit Subgrade Area for Allowable FA (LINE 4*50)	655	SF

ALLOWABLE FLOOR AREA SUMMATION

55	Essential Public Facility Floor Area (LINE 51+5+10+15)	421	SF
56	Residential Floor Area (LINE 52+6+11+16)	0	SF
57	A.H.U. Floor Area (LINE 53+7+12+17)	16,223	SF
58	Non-Unit Floor Area (LINE 54+8+13+18)	655	SF
59	***Total Allowable Floor Area***	**17,299**	**SF**

FLOOR AREA BY USE-CATEGORY per COA26.575.020(d)(15)

UNIT & MODIFIED NON-UNIT FLOOR AREA

60	Total Unit FA (LINE 40+41+42)	24,470	SF
61	Non-Unit FA Minus Code Specified Exemptions (LINE 43-4a)*	9,931	SF

PERCENTAGE OF USE-CATEGORY PER BUILDING FLOOR AREA *

62	Essential Public Facility % of Total Unit FA (LINE 40/60 * 100)	26.1%	= %COM
63	Residential % of Total Unit FA (LINE 41/60 * 100)	0.0%	= %RES
64	A.H.U. % of TTotal Unit FA (LINE 42/60 * 100)	73.9%	= %AHU
		100.0%	

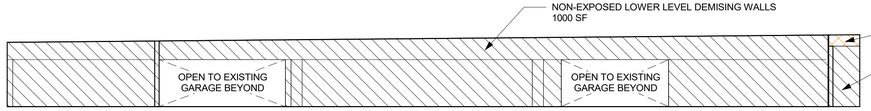
NON-UNIT FLOOR AREA ALLOCATION * (Use Category)

65	Non-unit floor area allocated to EPF (LINE 61*62)	2,589	SF
66	Non-unit floor area allocated to Residential (LINE 61*63)	0	SF
67	Non-unit floor area allocated to A.H.U. (LINE 61*64)	7,342	SF
	Total Non-Unit Floor Area (equal to LINE 61)	9,931	SF

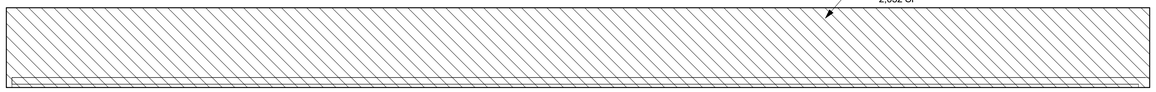
USE CATEGORY TOTALS

68	Essential Public Facility Floor Area (LINE 40)	6,379	SF
69	Essential Public Facility Non-Unit FA Allocation (LINE 65)	2,589	SF
70	**Total EPF Floor Area (LINE 46+47)**	**8,968**	**SF**
71	Residential Floor Area (LINE 41)	0	SF
72	Residential Non-Unit FA Allocation (Line 66)	0	SF
73	**Total Residential Floor Area (LINE 46+47)**	**0**	**SF**
74	A.H.U. Floor Area (LINE 42)	18,091	SF
75	A.H.U. Non-Unit FA Allocation (Line 67)	7,342	SF
76	**Total A.H.U. Floor Area (LINE 52+53)**	**25,433**	**SF**

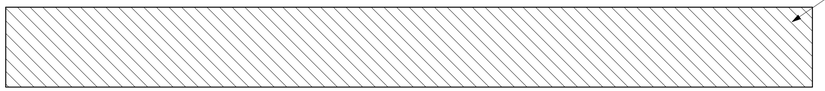
*** REMOVES EXEMPT GARAGE AREAS FROM NON-UNIT GROSS FLOOR AREA PRIOR TO APPLICATION OF PERCENTAGES PER 26.575.020.(d)(15)**
"APPLICATION OF USE PERCENTAGES TO NON-UNIT FLOOR AREA"



SUBGRADE ELEVATION - GARAGE NORTH ELEVATION



SUBGRADE ELEVATION - GARAGE EAST ELEVATION



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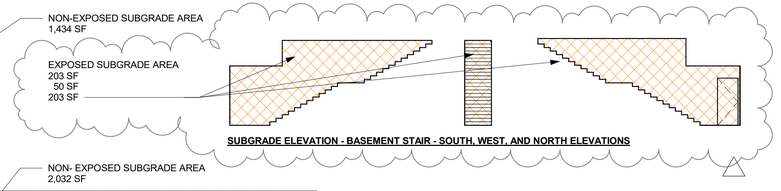
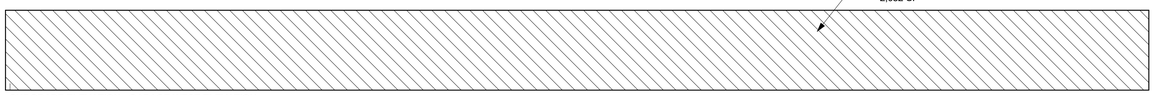
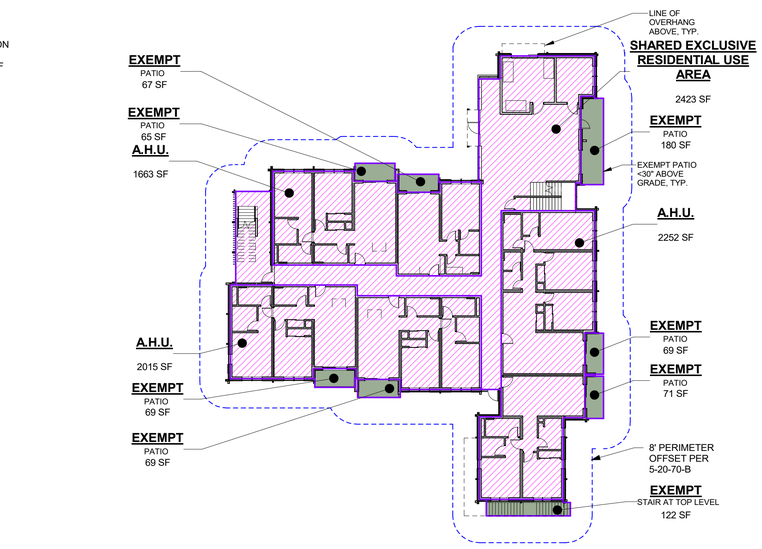
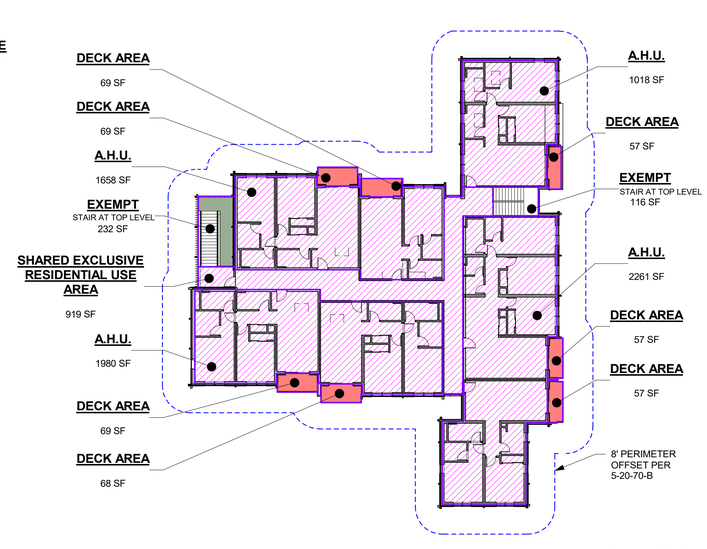


SUBGRADE ELEVATION - BASEMENT STAIR - SOUTH, WEST, AND NORTH ELEVATIONS



SUBGRADE ELEVATION - GARAGE WEST ELEVATION





1 / AI-1.02 BASEMENT LEVEL GROSS AREA PLAN — SCALE: 3/64" = 1'-0" — PLAN NORTH — TRUE NORTH

2 / AI-1.02 LEVEL 1 GROSS AREA PLAN — SCALE: 3/64" = 1'-0" — PLAN NORTH — TRUE NORTH

3 / AI-1.02 LEVEL 2 GROSS AREA PLAN — SCALE: 3/64" = 1'-0" — PLAN NORTH — TRUE NORTH

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PROPOSED FLOOR AREA CALCULATIONS GROSS, ALLOWABLE

AI-1.02

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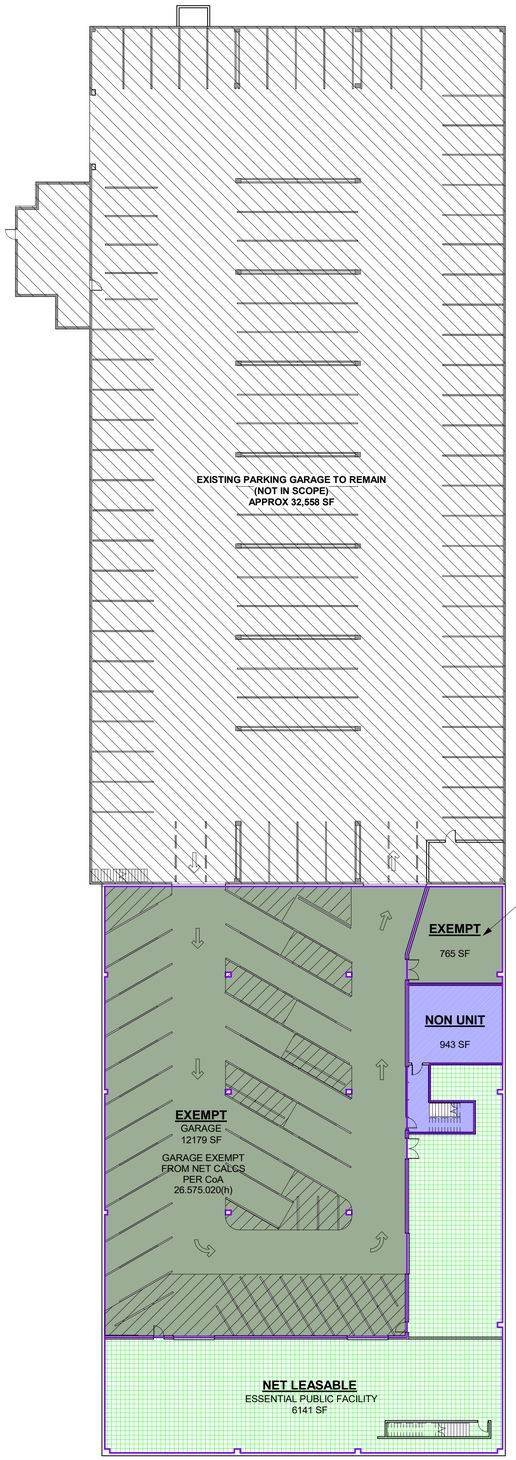


1 AI-1.03 BASEMENT NET AREA PLAN
SCALE: 3/64" = 1'-0"

PLAN NORTH / TRUE NORTH

LEGEND

NET LIVABLE FLOOR AREA	
NET LEASABLE FLOOR AREA	
NON-UNIT SHARED FLOOR AREA	
DECK AREA > 30" ABOVE GRADE	
EXEMPT AREA (PATIOS*/ STAIRS**/ GARAGE***/ BALCONIES****/ ETC)	

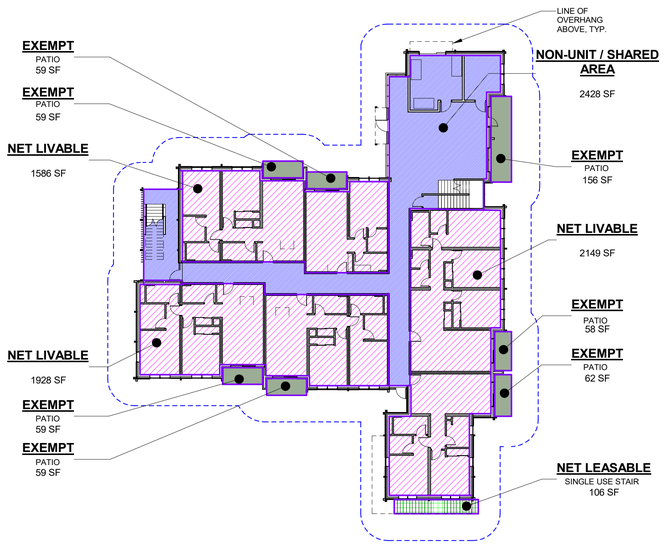
* PATIOS < 30" FROM GRADE EXEMPT PER CoA 26.575.020(d)(7)
** STAIRS EXEMPT AT TOP-MOST LEVEL PER CoA 26.575.020(d)(3)
*** GARAGE - 250SF EXEMPT PER RESIDENCE PER CoA 26.575.020(d)(8)
**** "BALCONY" USED IN TABLE ABOVE IS IN CONTEXT OF *GROSS FLOOR AREA* PER CoA 26.575.020(d)(2)(a)(i). PER THIS DEFINITION, UNENCLOSED BALCONIES DO NOT COUNT TOWARD *GROSS FLOOR AREA*

NET FLOOR AREAS

		Measured Areas		
	PROPOSED BASEMENT LEVEL			
20	Net Leasable area	6,141	6,141	SF
21	Net Livable area	0	0	SF
22	Non-Unit / Shared area	943	943	SF
23	Total Basement Net Area		7,084	SF
	PROPOSED LEVEL ONE			
24	Net Leasable area	106	106	SF
25	Net Livable area	1586, 1928, 2149	5,663	SF
26	Non-Unit / Shared area	2428	2,428	SF
27	Total Level One Net Area		8,197	SF
	PROPOSED LEVEL TWO			
28	Net Leasable area	0	0	SF
29	Net Livable area	1585, 1929, 959, 2196	6,669	SF
30	Non-Unit / Shared area	961	961	SF
31	Total Level Two Net Area		7,630	SF
32				
	PROPOSED ROOF LEVEL			
33	Net Leasable area	0	0	SF
34	Net Livable area	0	0	SF
35	Non-Unit / Shared area	0	0	SF
36	Total Roof Net Area		0	SF
	PROPOSED NET AREA UNIT TOTALS			
37	Net Leasable Unit Area (LINE 20+24+28+33)		6,247	SF
38	Net Livable Unit Area (LINE 21+25+29+34)		12,332	SF
39	Non-Unit Area (LINE 22+26+30+35)		4,332	SF
		Total	22,911	

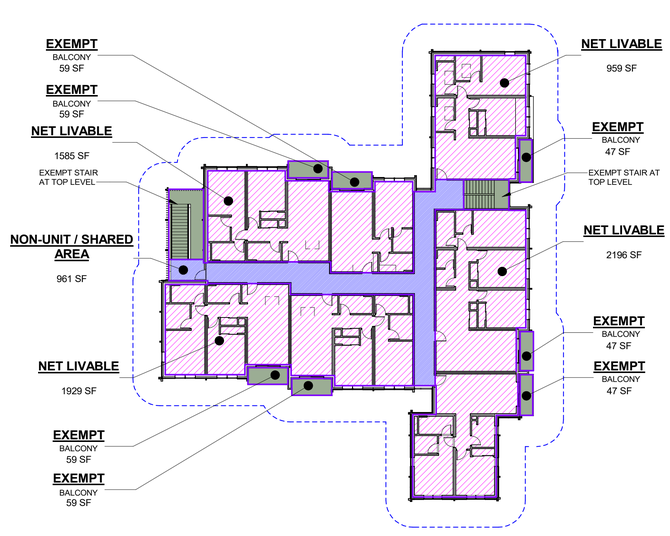
NET AREA CALCULATIONS

	NET FLOOR AREA CALCULATIONS per CoA 26.575.020(h)		
	NON-UNIT/ SHARED AREA ALLOCATION - NET FLOOR AREA		
77	Non-unit FA allocated to Net Livable (LINE 39*62)	1,129	SF
78	Non-unit FA allocated to Net Livable (LINE 39*(63+64)	3,203	SF
	(allocated nUA)	4,332	SF
	NET USE CATEGORY TOTALS		
79	Net Leasable Area (LINE 37)	6,247	SF
80	Net Leasable Area Non-Unit Allocation (Line 77)	1,129	SF
81	**Total Net Leasable Floor Area (LINE 79+80)**	**7,376**	**SF**
82	Net Livable Area (LINE 38)	12,332	SF
83	Net Livable Area Non-Unit Allocation (Line 78)	3,203	SF
84	**Total Net Livable Floor Area (82+83)**	**15,535**	**SF**
85	**Proposed Total NET Floor Area (LINE 81+84)**	**22,911**	**SF**



2 AI-1.03 LEVEL 1 NET AREA PLAN
SCALE: 3/64" = 1'-0"

PLAN NORTH / TRUE NORTH



3 AI-1.03 LEVEL 2 NET AREA PLAN
SCALE: 3/64" = 1'-0"

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AI-1.03

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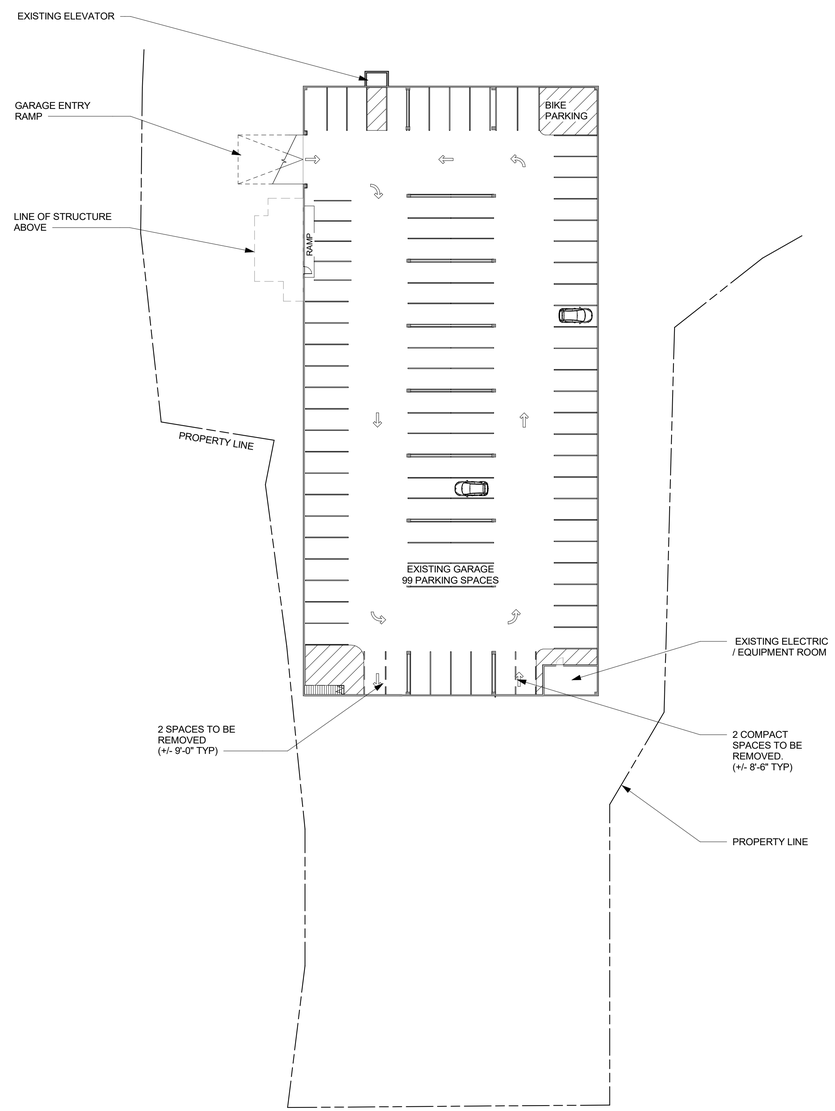

1 AI-1.04 EXISTING SITE PLAN - GARAGE

SCALE: 1" = 30'-0"

PLAN NORTH

TRUE NORTH

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SHEET TITLE:
EXISTING SITE PLAN GARAGE

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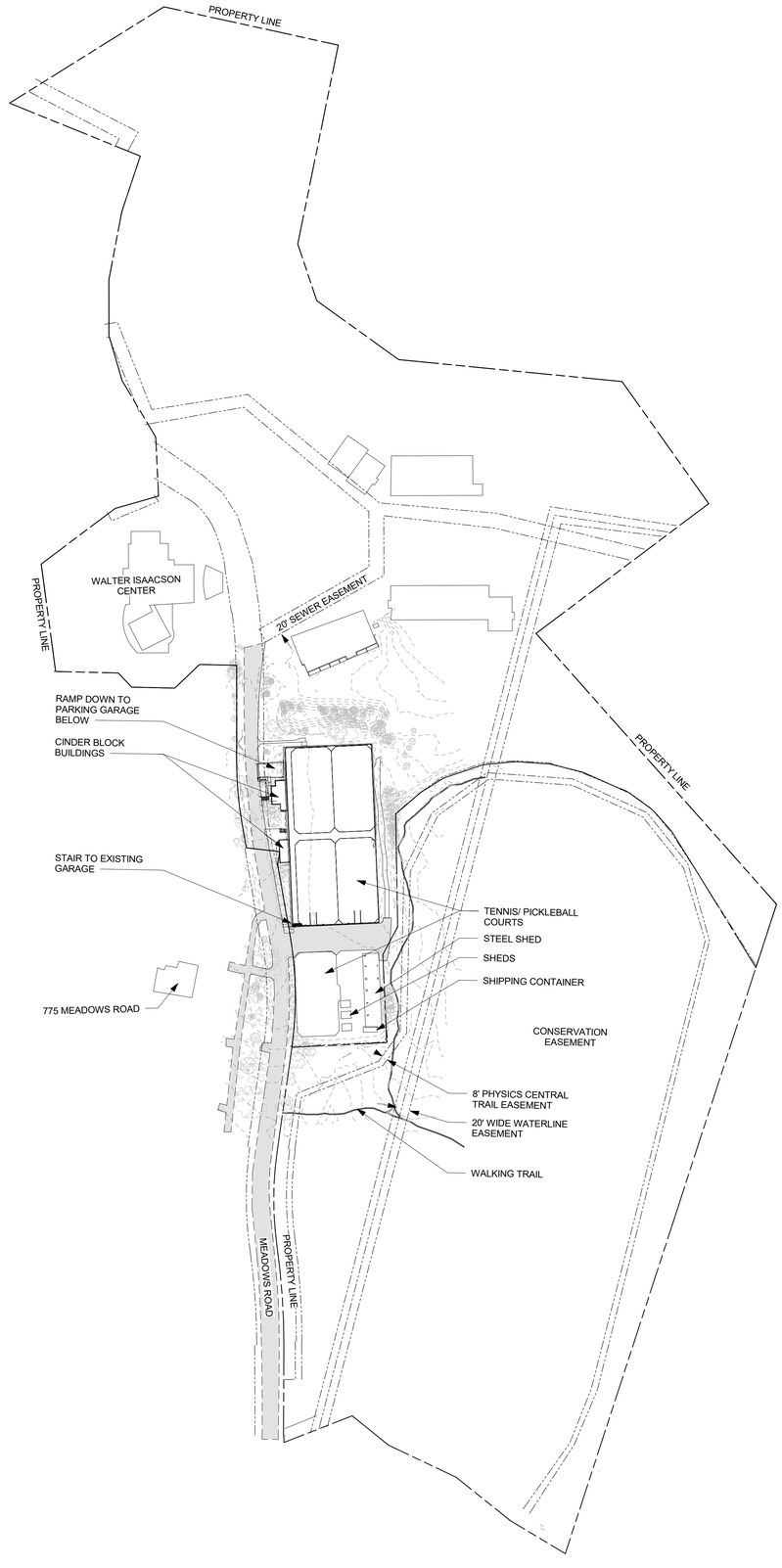

1 / AI-1.05 EXISTING SITE PLAN - OVERALL

SCALE: 1" = 100'-0"

PLAN NORTH TRUE NORTH

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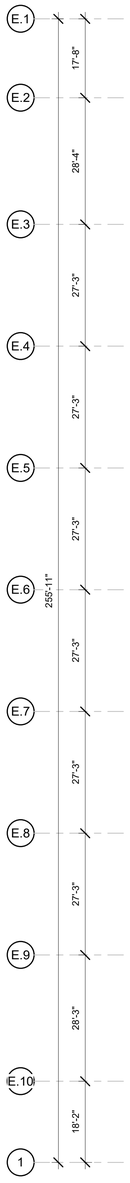

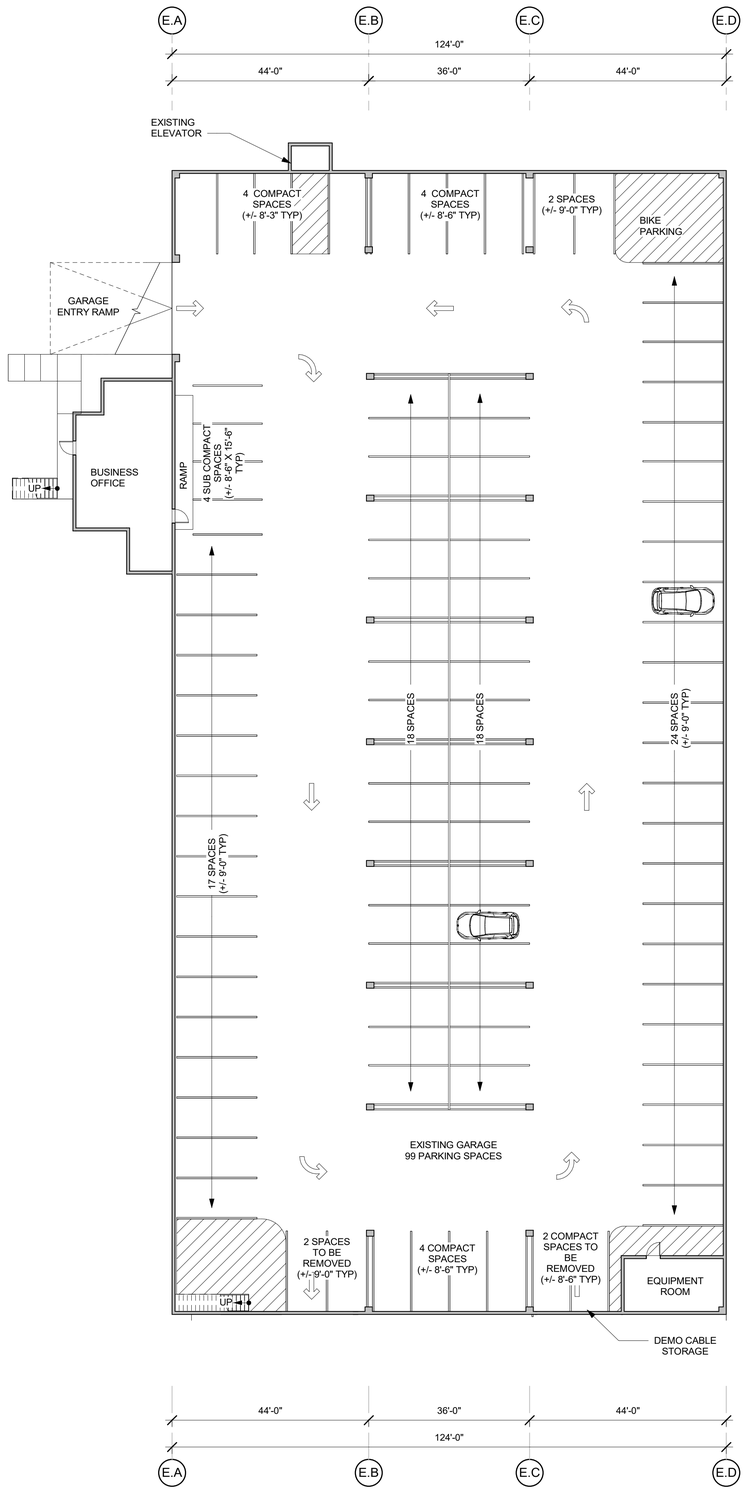

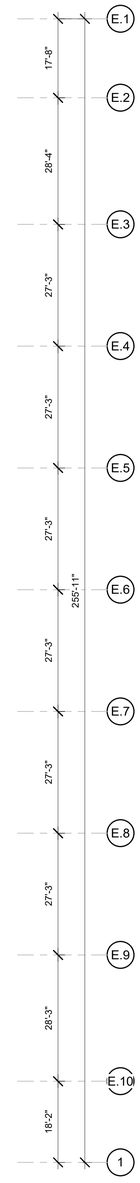

1 / AI-1.06 EXISTING FLOOR PLAN - GARAGE

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

PLAN NORTH TRUE NORTH

rowland+broughton
architecture / urban design / interior design
500 w. main st.
aspen, co 81611
970.544.9006
1830 blake st.
denver, co 80202
303.308.1373

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2024.11.27	LAND USE APPLICATION - 2
2025.02.04	LAND USE APPLICATION - RESPONSES

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

ASPEN INSTITUTE
ASPEN, CO

LAND USE SUBMISSION

MEADOWS ROAD
ASPEN, CO 81611

PROJECT NO:
22308.00

SHEET TITLE:
EXISTING FLOOR PLAN GARAGE

AI-1.06

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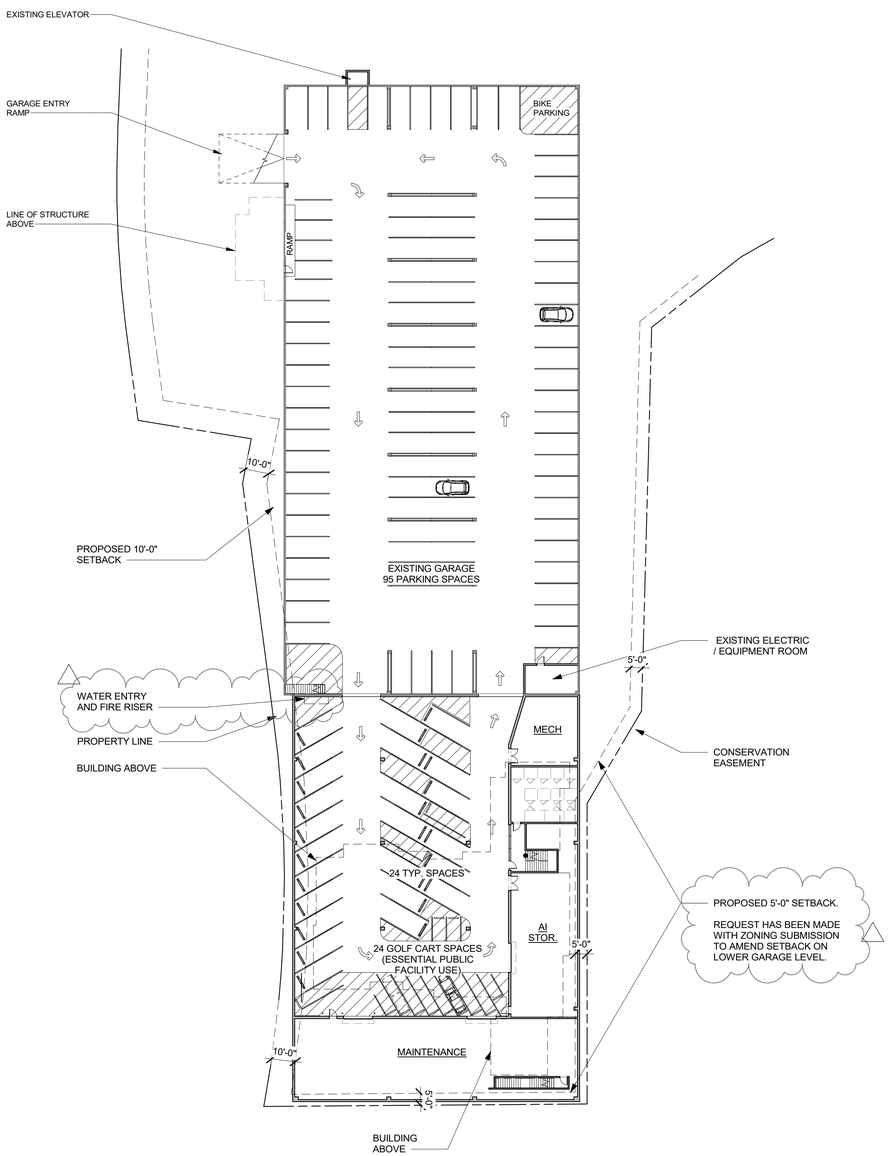

1 AI-1.07 PROPOSED SITE PLAN - GARAGE

SCALE: 1" = 30'-0"

PLAN NORTH TRUE NORTH

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SHEET TITLE:
PROPOSED SITE PLAN GARAGE

AI-1.07

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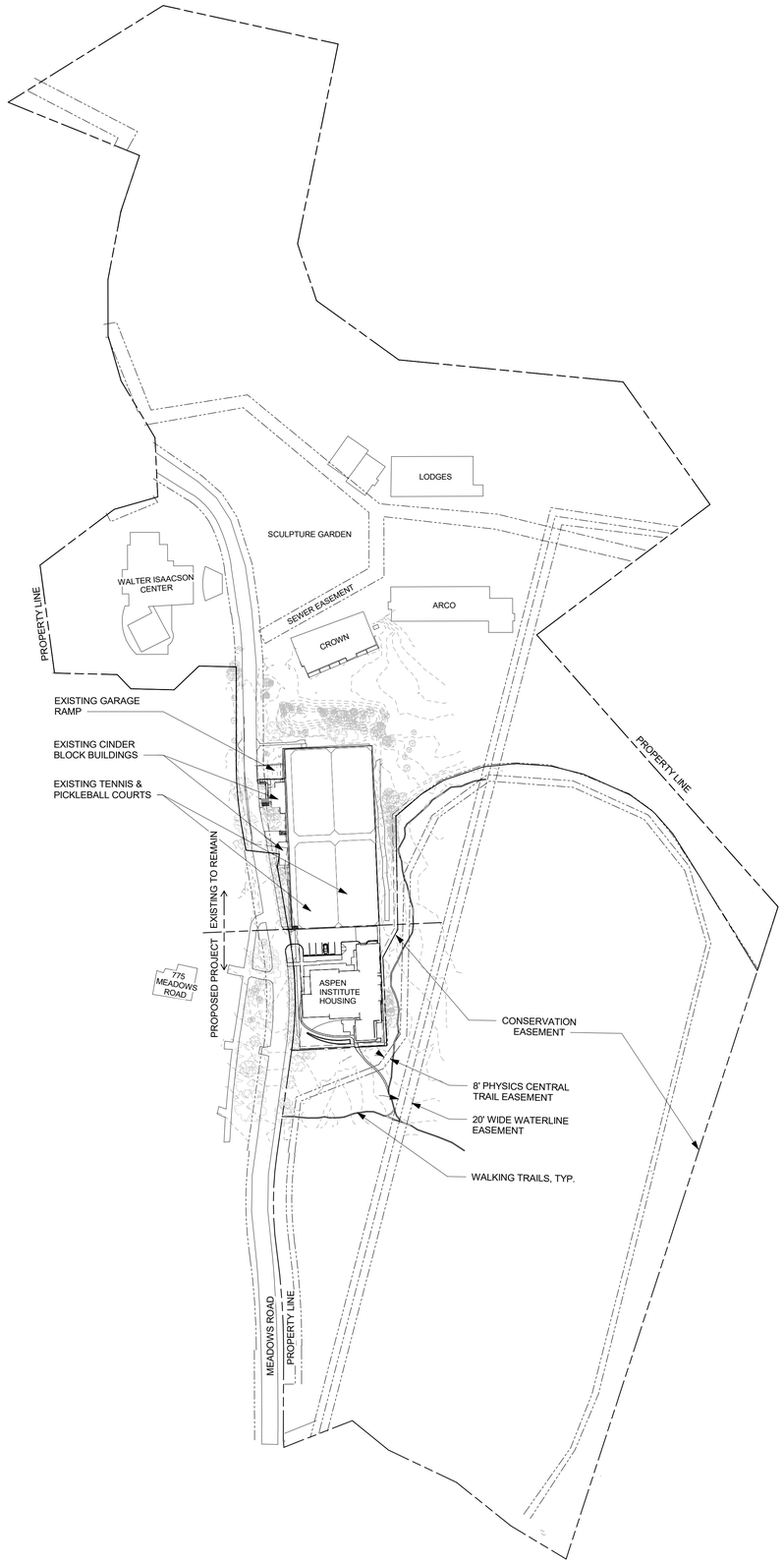

1
AI-1.08
PROPOSED SITE PLAN - OVERALL
SCALE: 1" = 100'-0"

PLAN NORTH
TRUE NORTH

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SHEET TITLE:
PROPOSED SITE PLAN OVERALL

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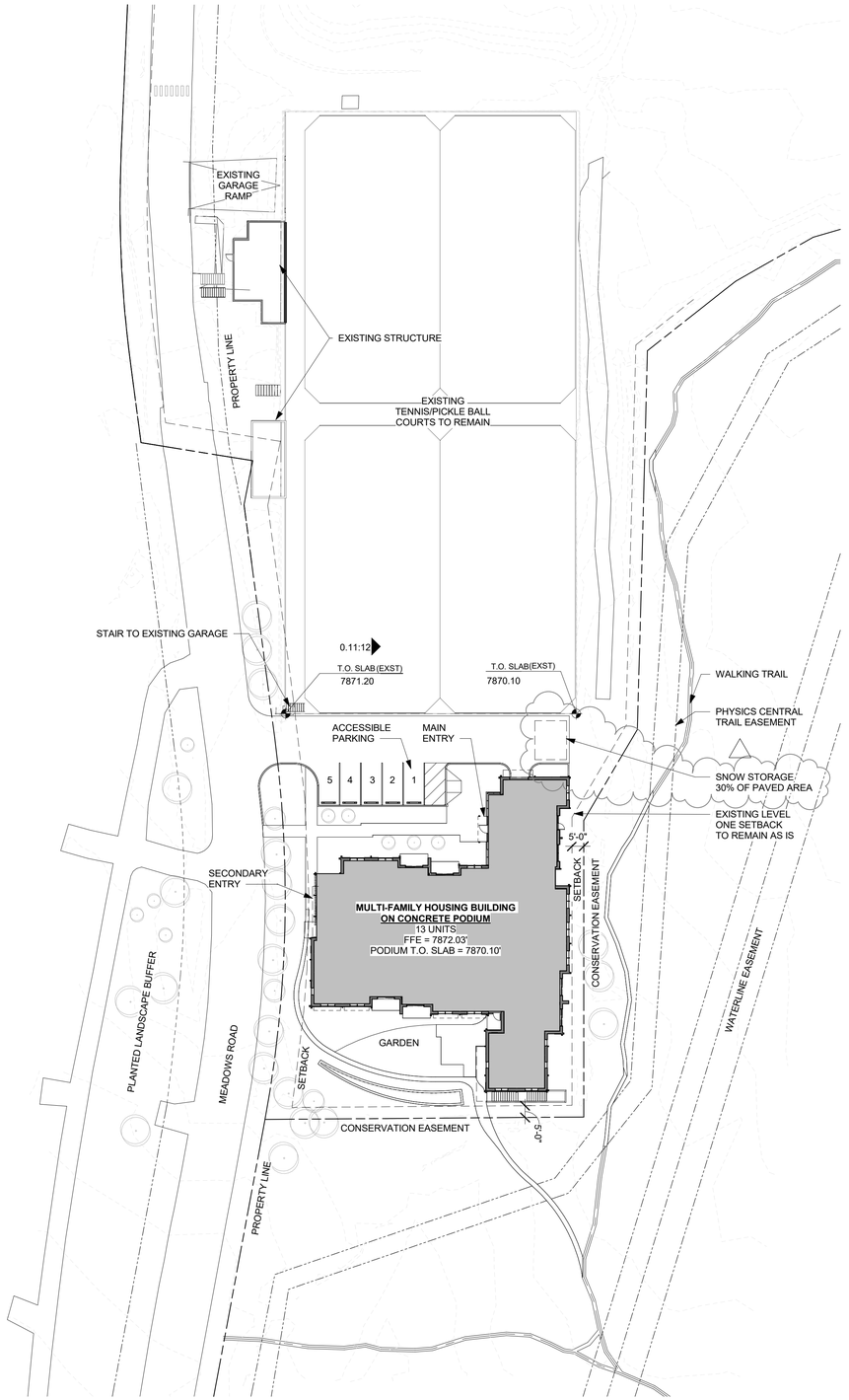
919



1 / AI-1.09 PROPOSED SITE PLAN - ENLARGED

SCALE: 1" = 30'-0"

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SHEET TITLE:
PROPOSED SITE PLAN ENLARGED

AI-1.09

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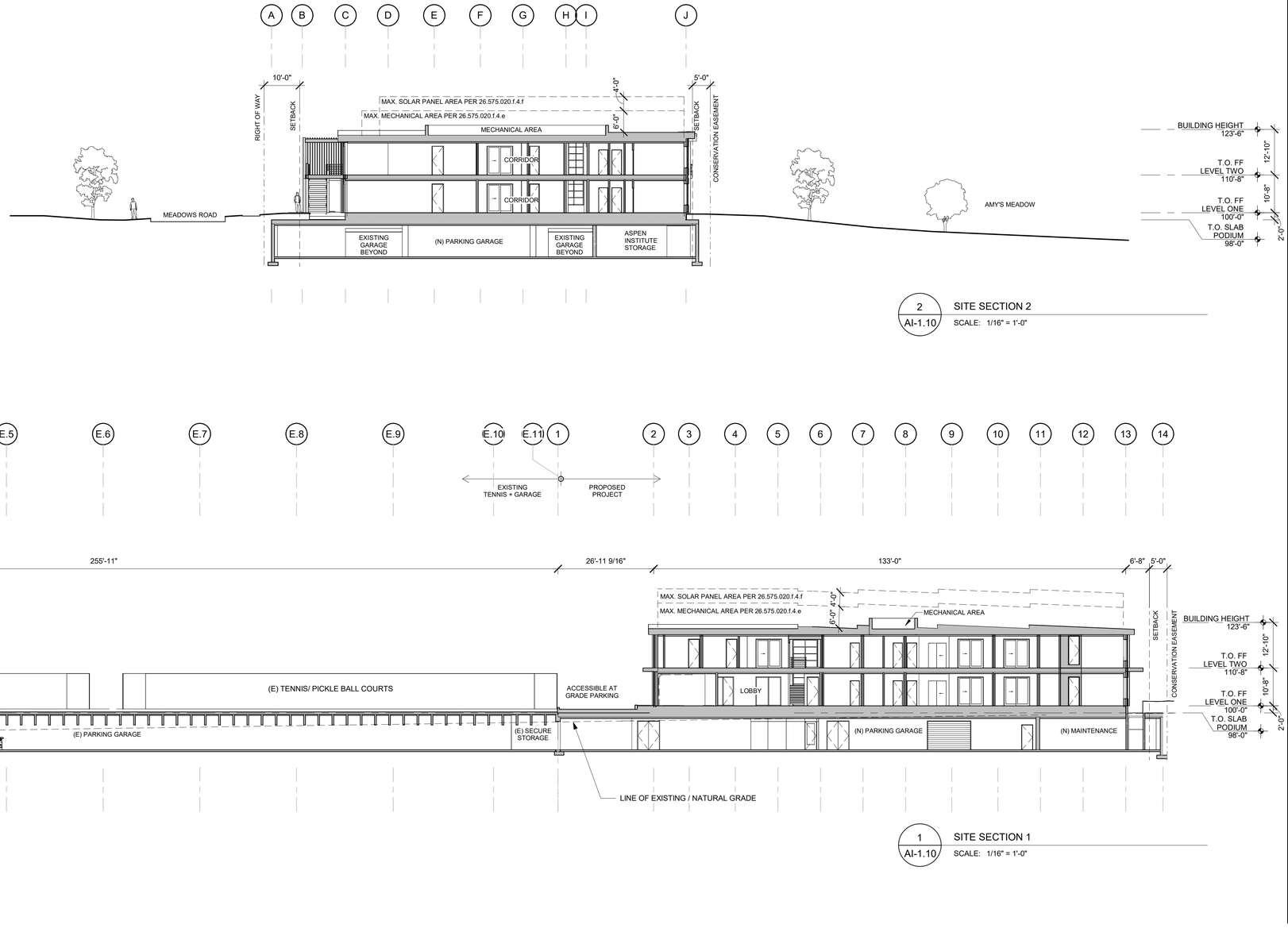

2 SITE SECTION 2
AI-1.10 SCALE: 1/16" = 1'-0"

1 SITE SECTION 1
AI-1.10 SCALE: 1/16" = 1'-0"

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SHEET TITLE:
SITE SECTIONS

1
AI-1.10

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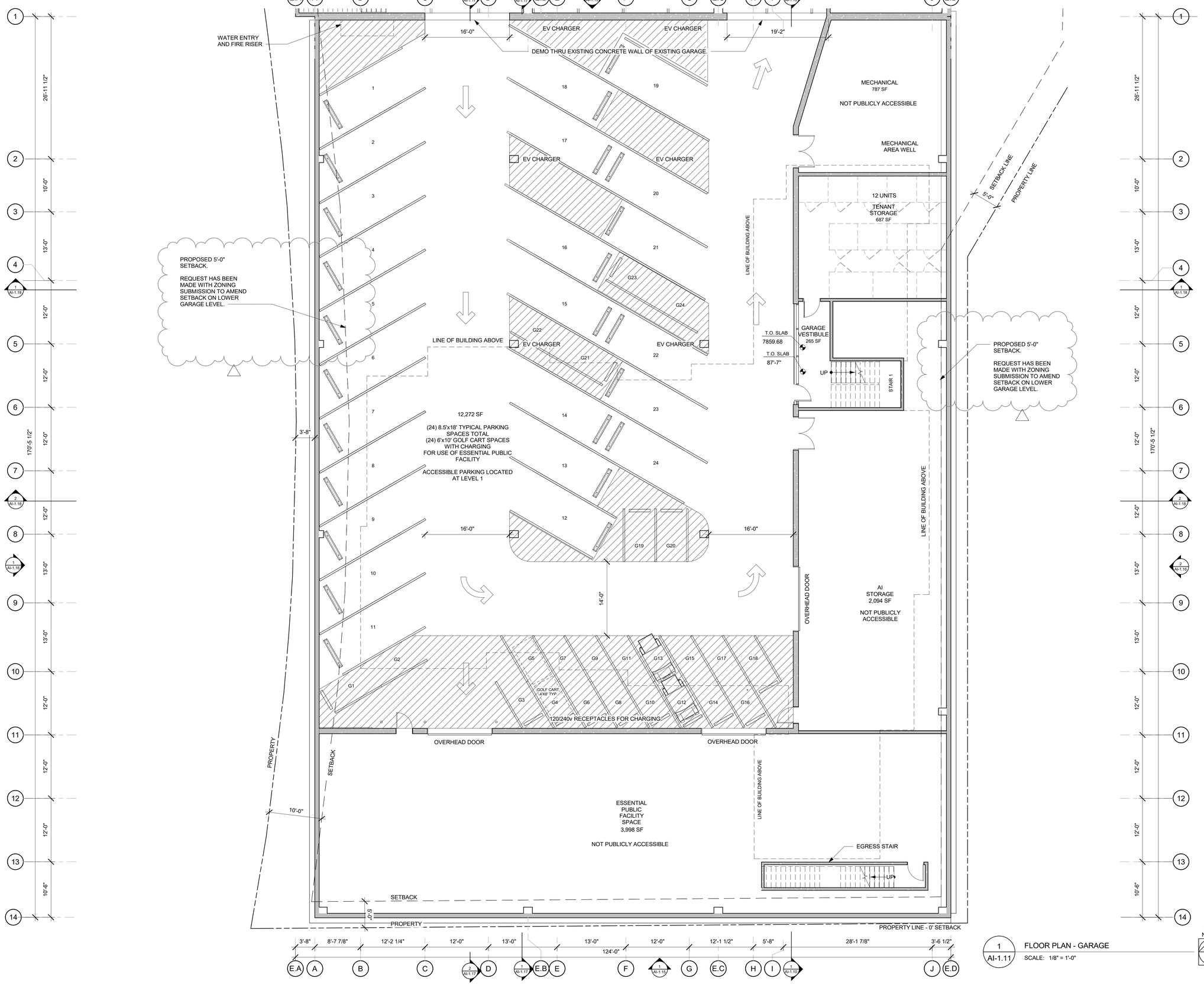

1 AI-1.11 FLOOR PLAN - GARAGE
SCALE: 1/8" = 1'-0"

PLAN NORTH TRUE NORTH

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SHEET TITLE:
FLOOR PLAN GARAGE

AI-1.11

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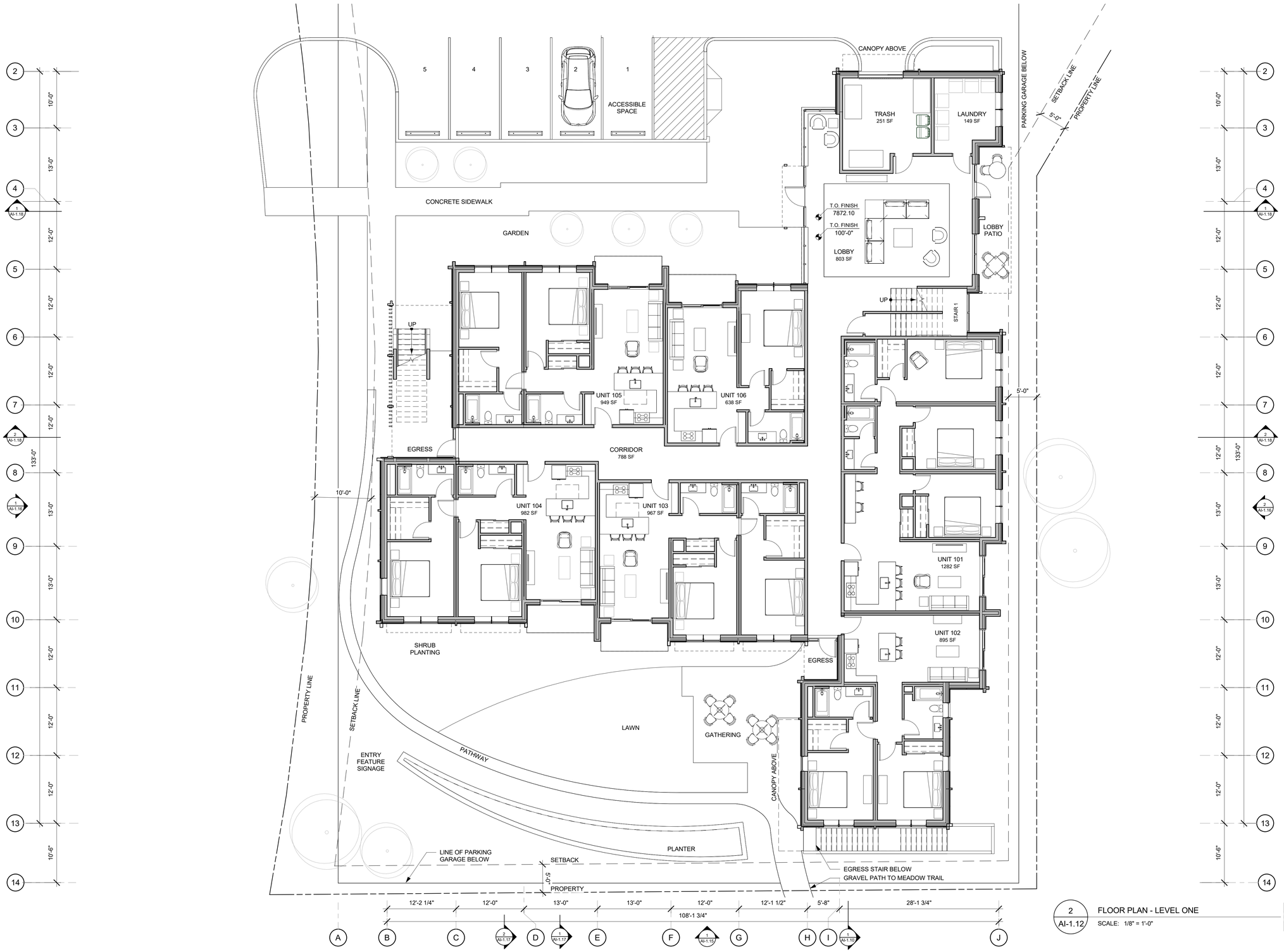

2 / AI-1.12 FLOOR PLAN - LEVEL ONE
SCALE: 1/8" = 1'-0"

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SHEET TITLE:
FLOOR PLAN
LEVEL ONE

AI-1.12

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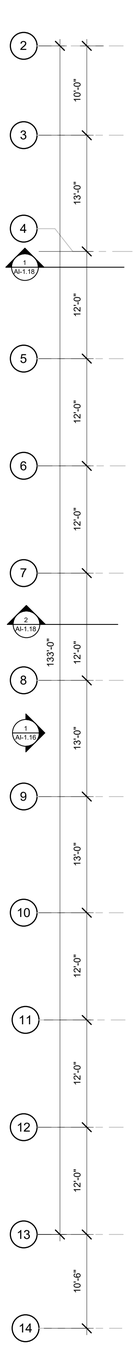

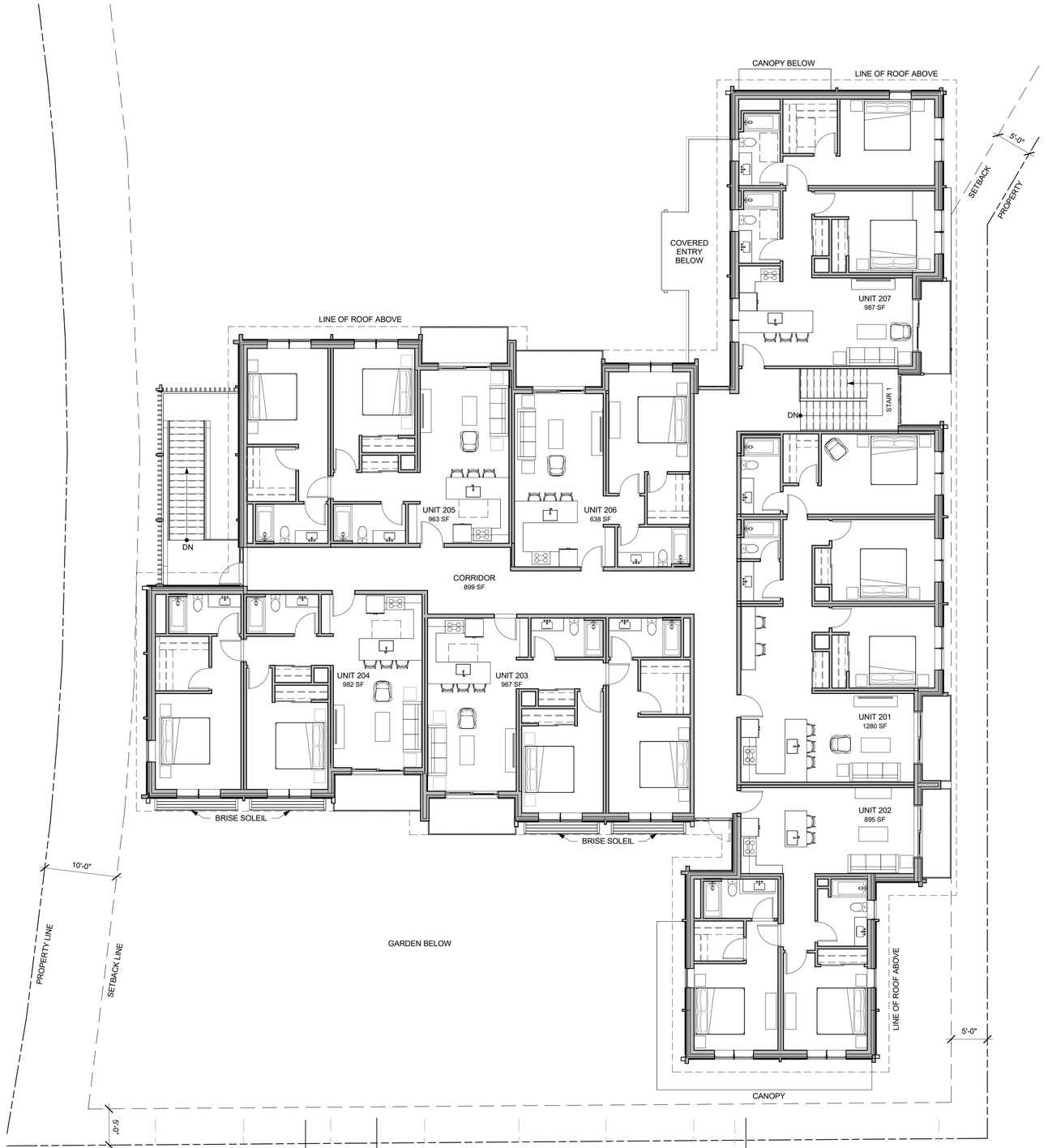

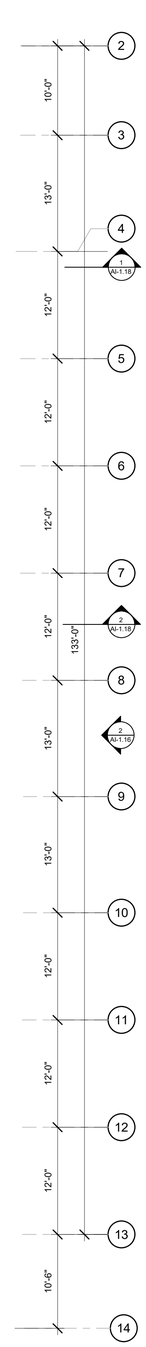

2 AI-1.13 FLOOR PLAN - LEVEL TWO
SCALE: 1/8" = 1'-0"

PLAN NORTH

TRUE NORTH

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denver, co 80202
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ASPEN, CO

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SHEET TITLE:
FLOOR PLAN
LEVEL TWO

AI-1.13

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1 AI-1.14 ROOF PLAN
SCALE: 1/8" = 1'-0"

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SHEET TITLE:
ROOF PLAN

AI-1.14

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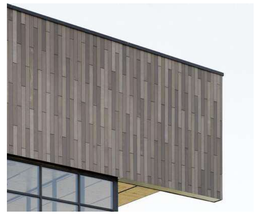
EXTERIOR MATERIALS



OKO SKIN FIBER CEMENT PANELS



ASHLAR LIMESTONE

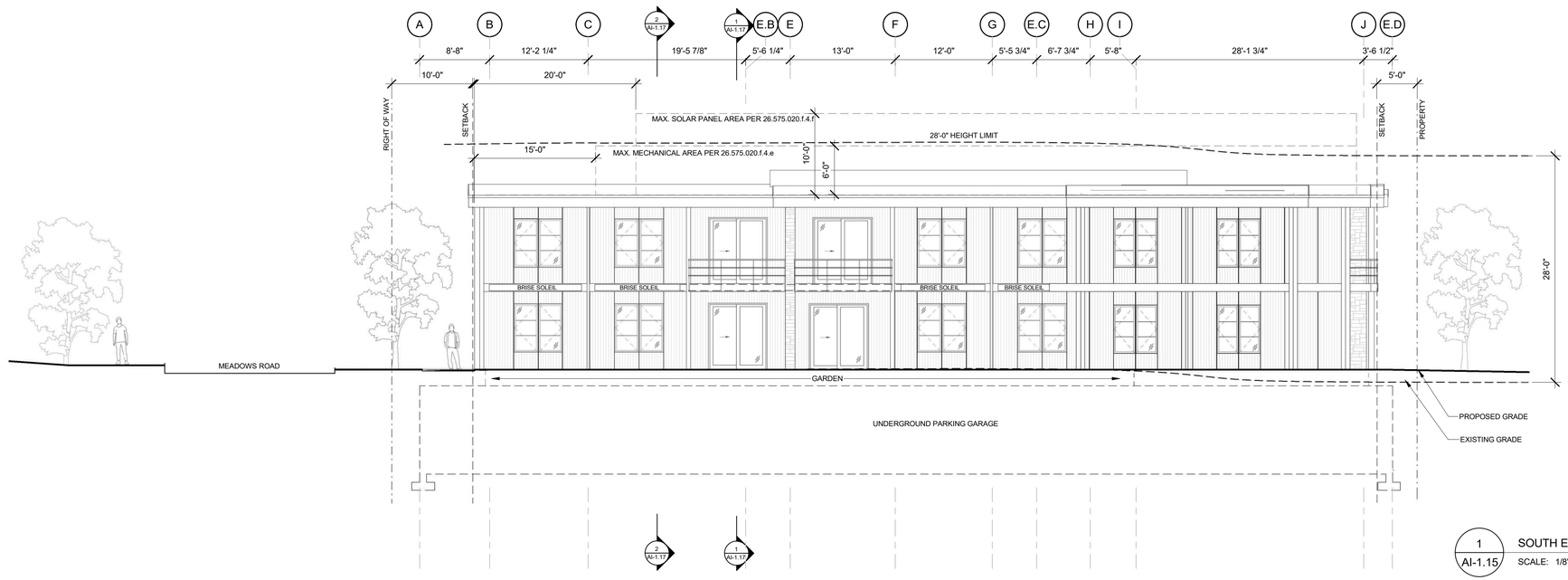


STOREFRONT

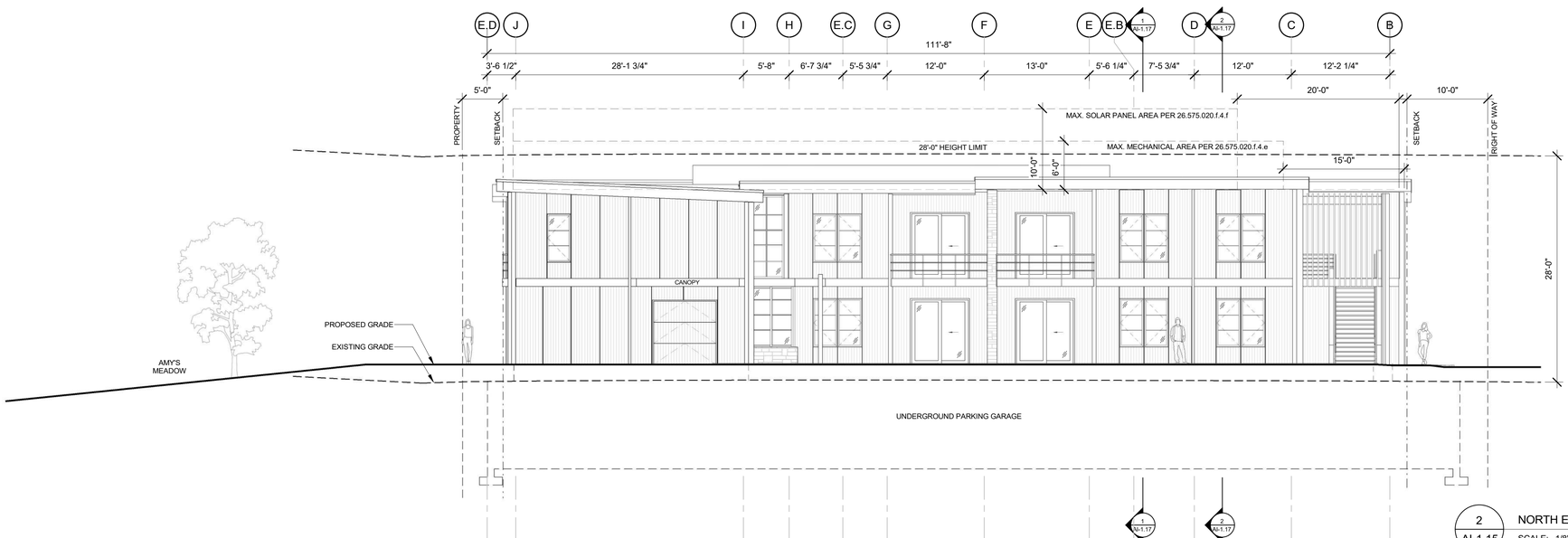
EXTERIOR ELEVATION LEGEND

OKO SKIN FIBER CEMENT PANELS

ASHLAR LIMESTONE



1 AI-1.15 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 AI-1.15 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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ASPEN, CO

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EXTERIOR ELEVATIONS

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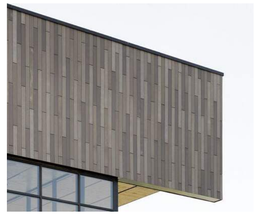


OKO SKIN FIBER CEMENT PANELS



ASHLAR LIMESTONE

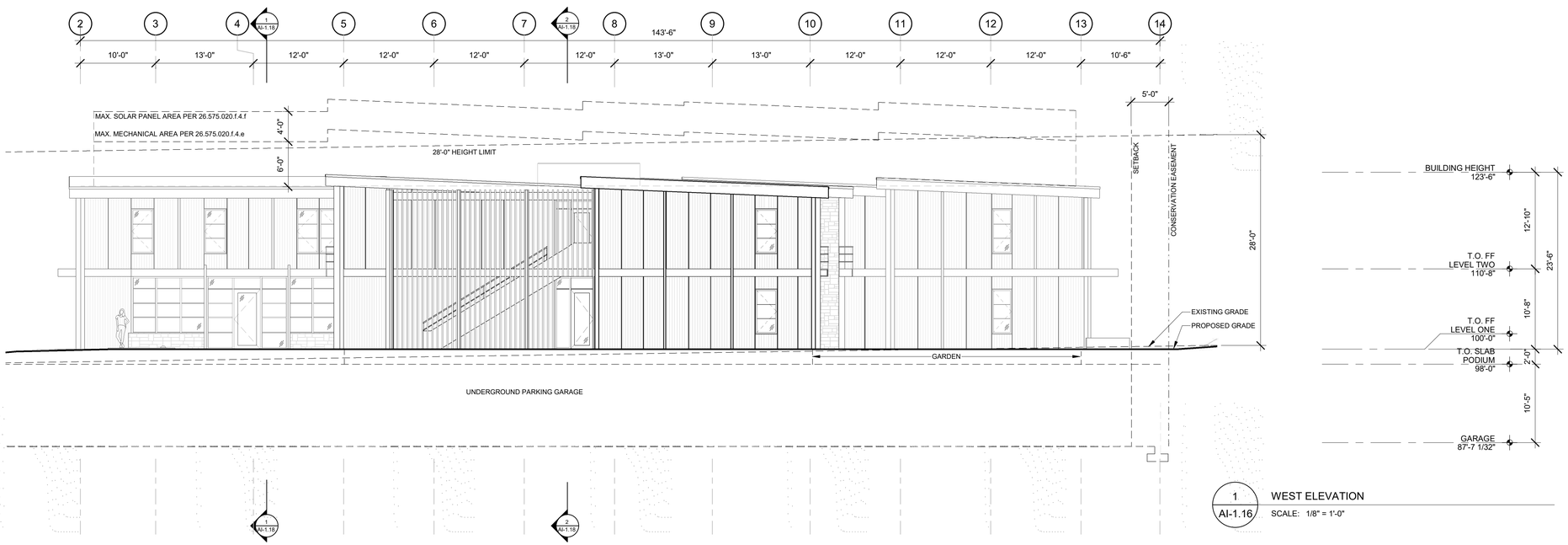


STOREFRONT

EXTERIOR ELEVATION LEGEND

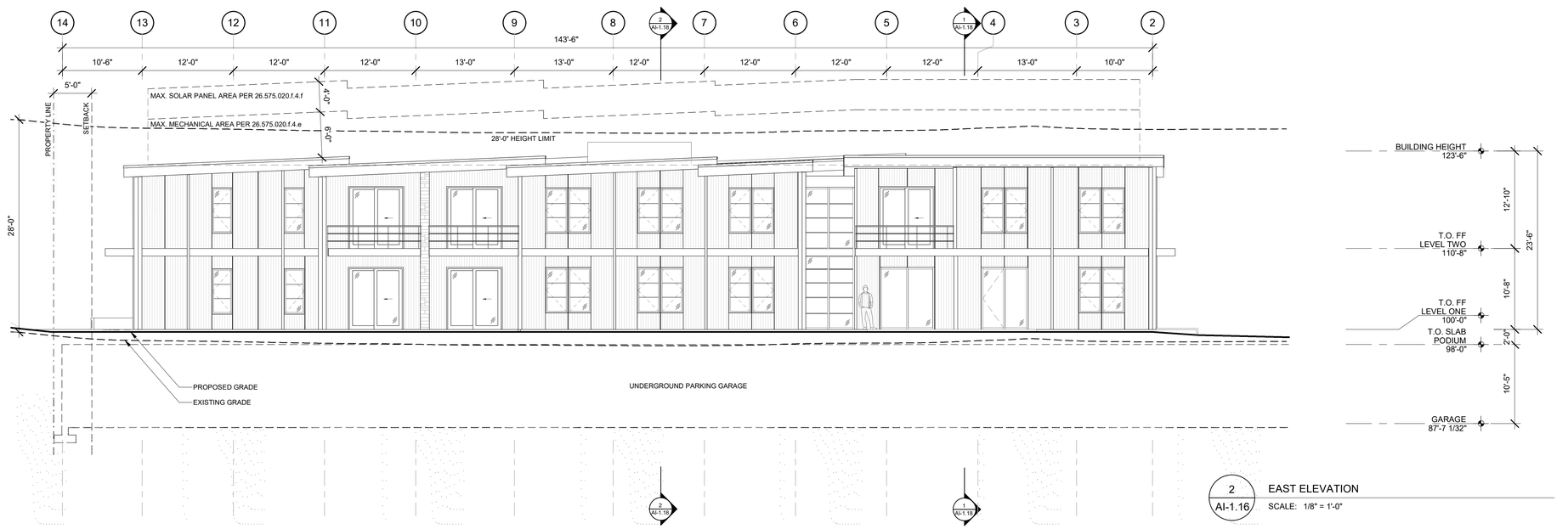
OKO SKIN FIBER CEMENT PANELS

ASHLAR LIMESTONE



1 / AI-1.16 WEST ELEVATION

SCALE: 1/8" = 1'-0"



2 / AI-1.16 EAST ELEVATION

SCALE: 1/8" = 1'-0"

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1
AI-1.16

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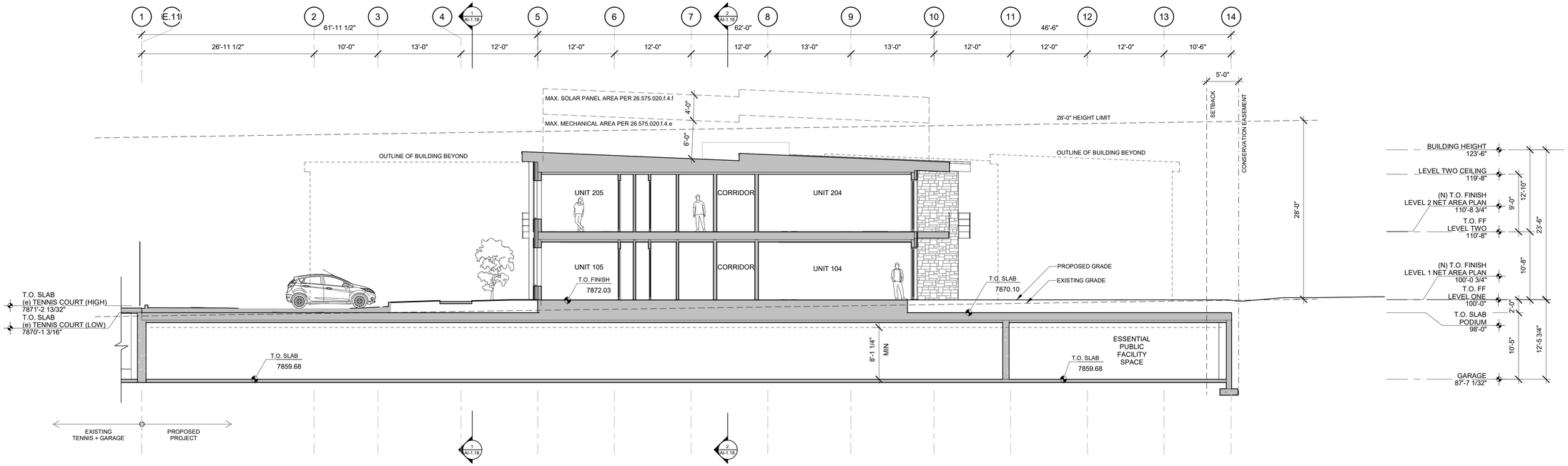
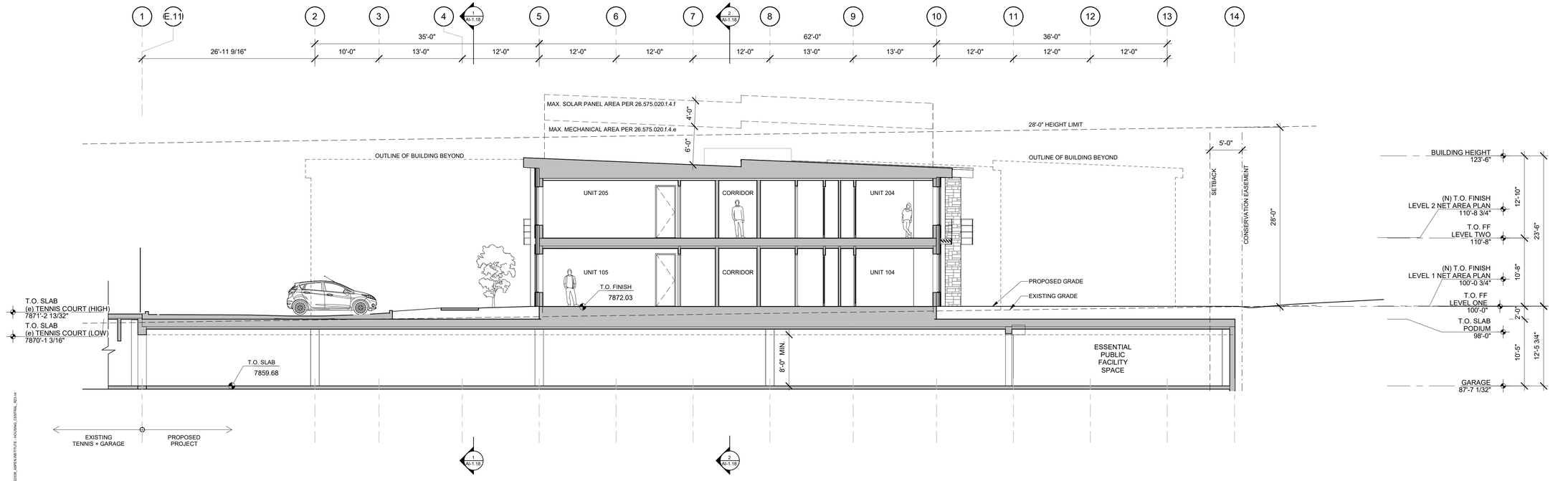


1 AI-1.17 BUILDING SECTION 1

SCALE: 1/8" = 1'-0"



2 AI-1.17 BUILDING SECTION 2

SCALE: 1/8" = 1'-0"

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303.308.1373

Consultants:

Issuances and Revisions:

	2024.09.13	LAND USE APPLICATION
	2024.11.27	LAND USE APPLICATION - 2
1	2025.02.20	LAND USE APPLICATION - RESPONSES

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

ASPEN INSTITUTE
ASPEN, CO

LAND USE SUBMISSION

MEADOWS ROAD
ASPEN, CO 81611

PROJECT NO:
22308.00

SHEET TITLE:
BUILDING SECTIONS

1
AI-1.17

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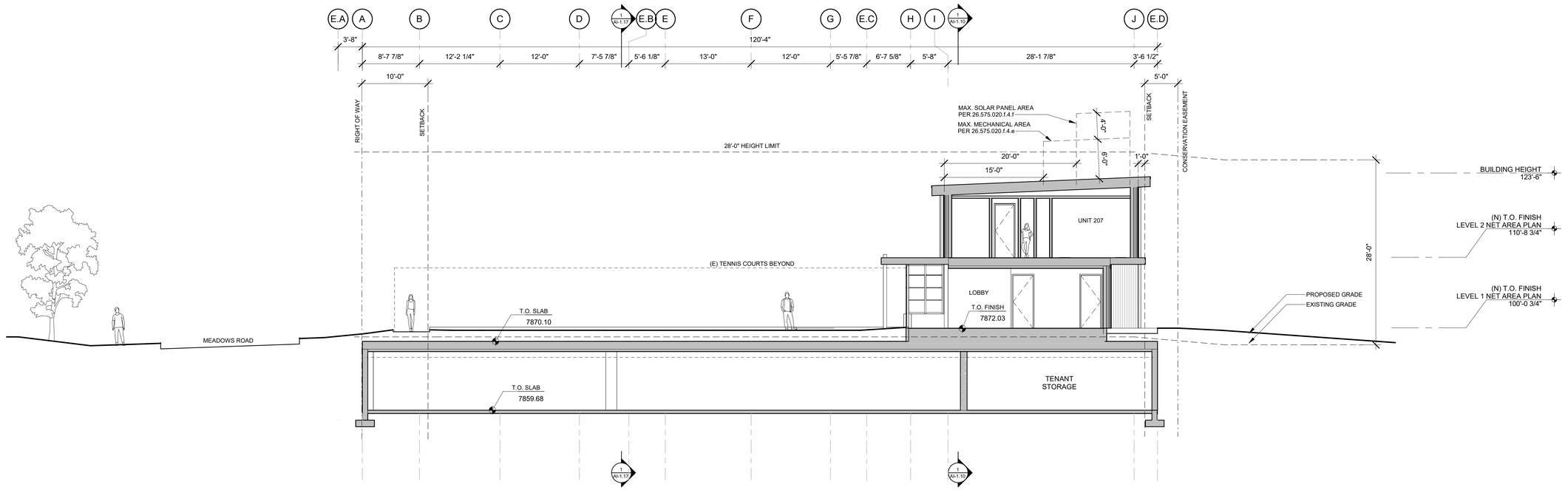
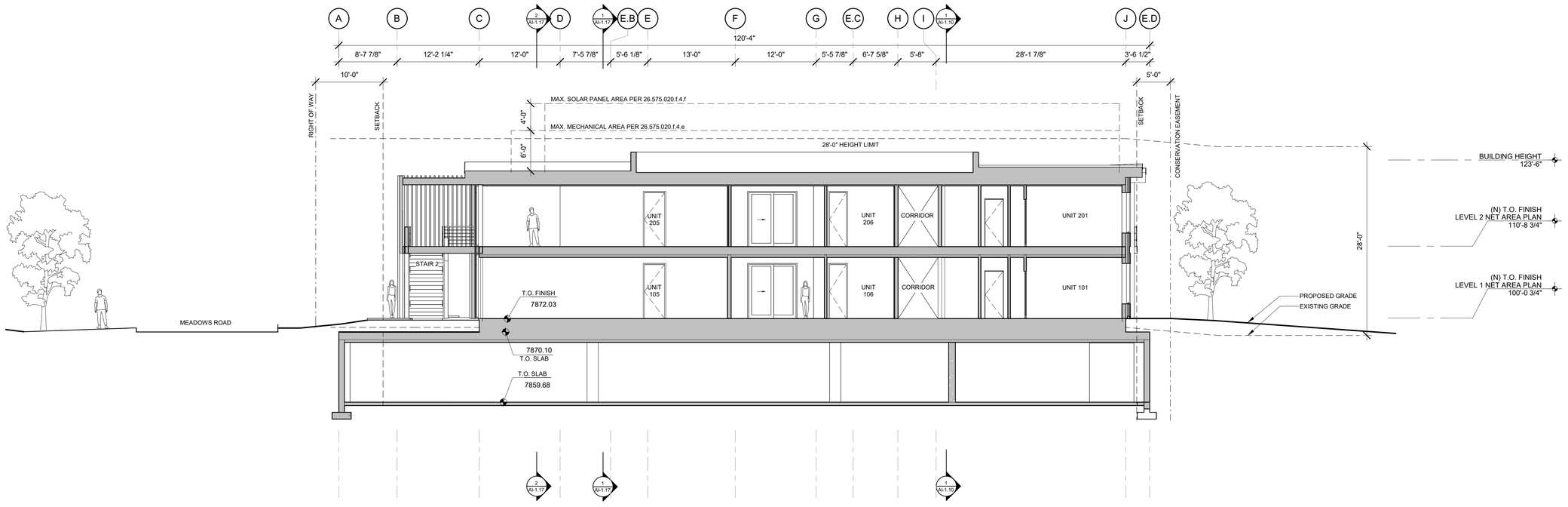
Plot Date: 4/29/2025 10:20:56 AM



1 AI-1.18 BUILDING SECTION 3

SCALE: 1/8" = 1'-0"



2 AI-1.18 BUILDING SECTION 4

SCALE: 1/8" = 1'-0"

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1	2025.02.20	LAND USE APPLICATION - RESPONSES

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

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ASPEN, CO 81611

PROJECT NO:
22308.00

SHEET TITLE:
BUILDING SECTIONS

1
AI-1.18

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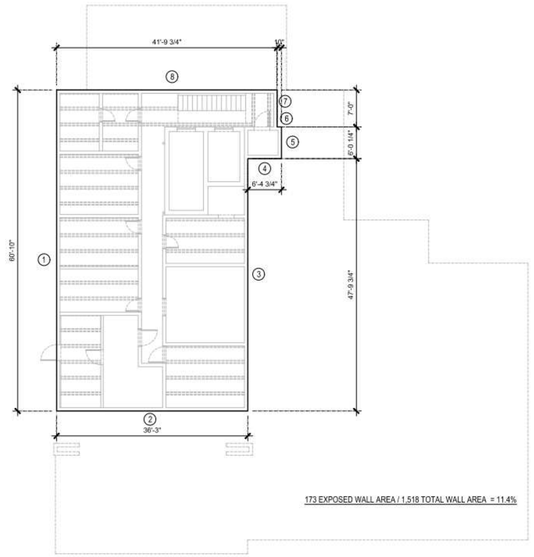
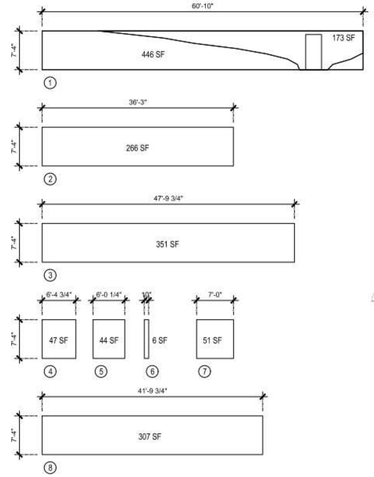


173 EXPOSED WALL AREA / 1,518 TOTAL WALL AREA = 11.4%



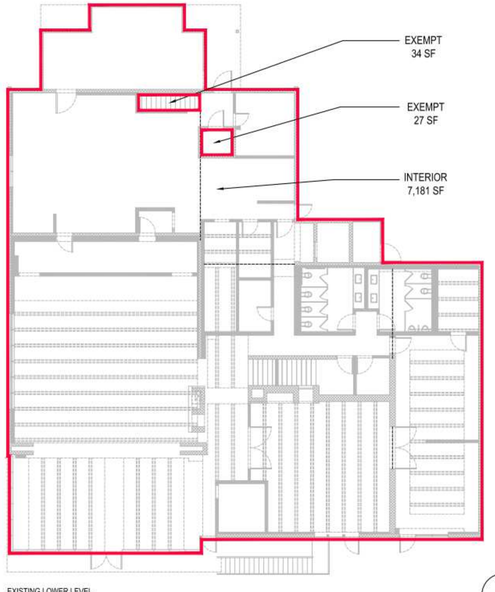
1 FAR 1 EXISTING SURFACE AREA CALCULATIONS
SCALE: 3/32" = 1'-0"



EXISTING BASEMENT LEVEL

2,282 GROSS SF X 11.4% = 260 SF

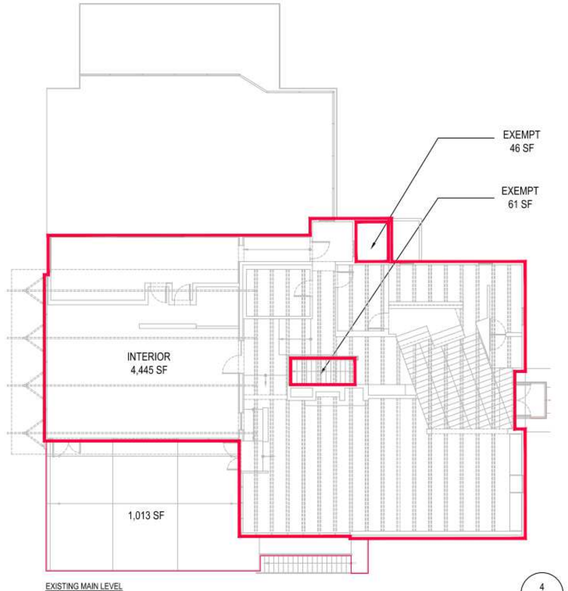
2 FAR 1 EXISTING BASEMENT LEVEL PLAN
SCALE: 3/32" = 1'-0"



EXISTING LOWER LEVEL

7,181 SF - 34 SF (STAIR) - 27 SF (LIFT) = 7,120 SF

3 FAR 1 EXISTING LOWER LEVEL PLAN
SCALE: 3/32" = 1'-0"



EXISTING MAIN LEVEL

4,445 SF - 61 SF (STAIR) - 46 (ELEV) = 4,338 SF

DECK = 1,013 SF

4 FAR 1 EXISTING MAIN LEVEL PLAN
SCALE: 3/32" = 1'-0"

AREA SUMMARY

BASEMENT FAR	260 SF
MAIN LEVEL FAR	7,120 SF
UPPER LEVEL FAR	4,338 SF
TOTAL PROPOSED FAR	11,718 SF
DECK SQUARE FOOTAGE	1,013 SF

EXISTING FLOOR AREA PLANS PROVIDED FOR REFERENCE TO DEVELOP SKYLIGHT AREA.

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Issue:
2017.02.13
CONSTRUCTION DOCUMENTS / PERMIT
2017.03.07
REVISED PRICING DRAWING SET
2017.06.30
FIRST COMMENT RESPONSES
2017.06.14
75% CONSTRUCTION DOCUMENTS
2017.08.17
CONSTRUCTION DOCUMENTS
2017.12.05
CONSTRUCTION DOCUMENTS REVISIONS

STATE OF COLORADO
JEFFREY KEVIN BERKUS
No. 304413
2-27-17
LICENSED ARCHITECT

ASPEN MEADOWS
RECEPTION RENOVATION
+ PAVILION ADDITION

PROJECT NO:

DWG FILE:
MEADOWS_FloorPlanCalculations.dwg

SHEET TITLE
EXISTING BASEMENT SURFACE AREA CALC AND FAR

SCALE: 3/32" = 1'-0"

FAR 1

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Consultants:

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2024.09.13 LAND USE APPLICATION
2024.11.27 LAND USE APPLICATION - 2
2025.02.04 LAND USE APPLICATION - RESPONSES

ASPEN MEADOWS
CAMPUS PLANNED
DEVELOPMENT

ASPEN INSTITUTE
ASPEN, CO

LAND USE
SUBMISSION

MEADOWS ROAD
ASPEN, CO 81611

PROJECT NO:
22308.00

SHEET TITLE:
FLOOR AREA CALCULATIONS
WALTER ISAACSON CENTER

AI-1.19

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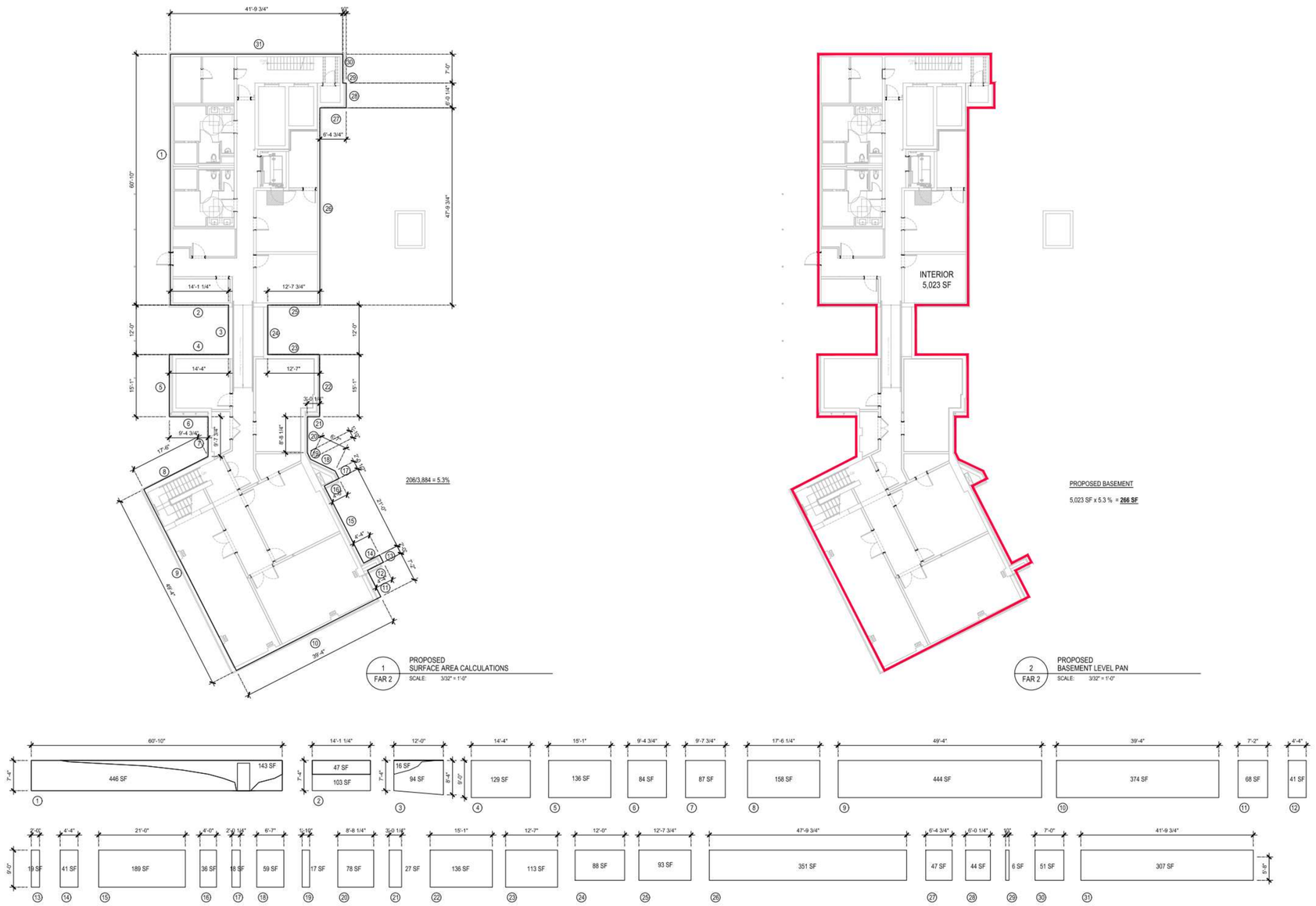

1 FAR 2 PROPOSED SURFACE AREA CALCULATIONS
SCALE: 3/32" = 1'-0"

2 FAR 2 PROPOSED BASEMENT LEVEL PAN
SCALE: 3/32" = 1'-0"

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CONSTRUCTION DOCUMENTS REVISIONS

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JEFFREY KEVIN BERKUS
No. 304413
2-27-17
LICENSED ARCHITECT

ASPEN MEADOWS
RECEPTION RENOVATION
+ PAVILION ADDITION

PROJECT NO:

DWG FILE:
MEADOWS_FloorPlanCalculations.dwg

SHEET TITLE
PROPOSED BASEMENT
SURFACE AREA CALC
AND FAR
SCALE: 3/32" = 1'-0"

FAR 2

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EXISTING FLOOR AREA PLANS PROVIDED FOR REFERENCE TO DEVELOP SKYLIGHT AREA.

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2024.09.13 LAND USE APPLICATION
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2025.02.04 LAND USE APPLICATION - RESPONSES

ASPEN MEADOWS
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PROJECT NO:
22308.00

SHEET TITLE:
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AI-1.20

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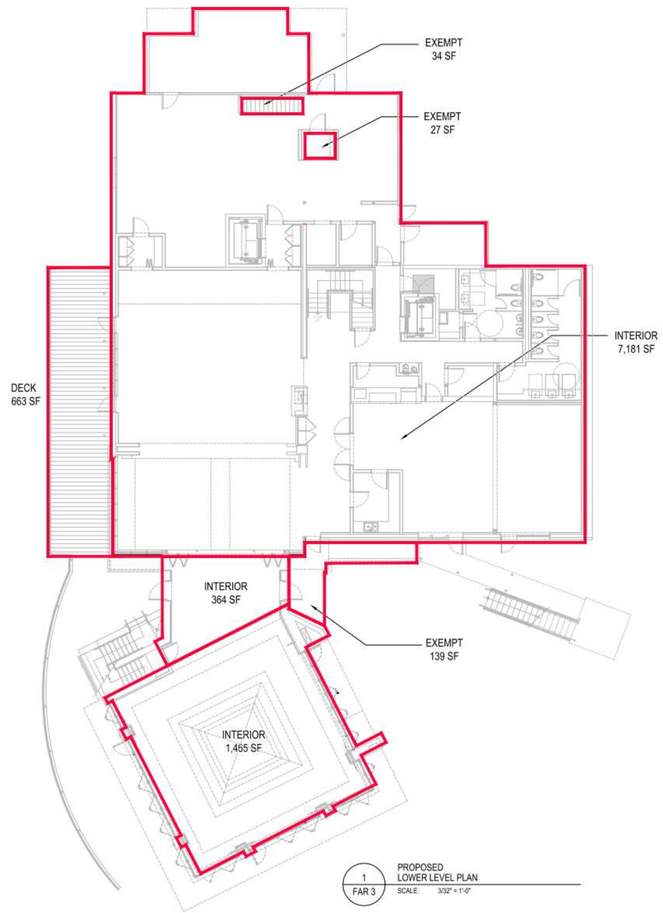
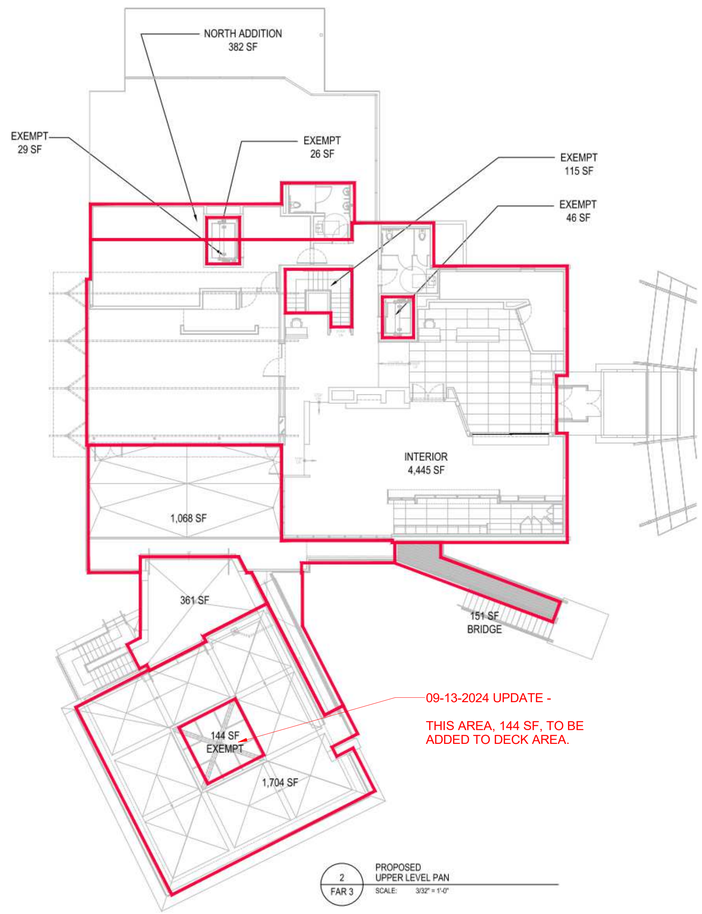


1 FAR 3 PROPOSED LOWER LEVEL PLAN
SCALE: 3/32" = 1'-0"



2 FAR 3 PROPOSED UPPER LEVEL PAN
SCALE: 3/32" = 1'-0"

PROPOSED LOWER LEVEL

7,181 SF+ 364 SF + 1,465 SF - 34 SF (STAIR) - 27 SF (LIFT) = **5,949 SF**

NEW DECK = **663 SF**

PROPOSED MAIN LEVEL 09-13-2024 UPDATE

4,445 SF + 382 SF - 115 SF (STAIR) - 46 (ELEV) - 26 (ELEV) - 29 (ELEV) = **4,611 SF**

DECK = 1,068 SF + 361 SF + 1,704 SF ~~+144 SF (SKYLIGHT)~~ = ~~2,969 SF~~ 3,133 SF

BRIDGE= 178 SF

AREA SUMMARY 09-13-2024 UPDATE

BASEMENT FAR	266 SF
MAIN LEVEL FAR	8,949 SF
UPPER LEVEL FAR	4,611 SF
TOTAL PROPOSED FAR	13,826 SF

DECK 663 SF
DECK ~~2,969 SF~~, BRIDGE 151 SF
3,133 SF

ABOVE GRADE ADDITIONAL FLOOR AREA:

LOWER LEVEL	1,829 SF
UPPER LEVEL	366 SF

TOTAL = 2,195 SF ADDED ABOVE GRADE

EXISTING FLOOR AREA PLANS PROVIDED FOR REFERENCE TO DEVELOP SKYLIGHT AREA.

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2017.12.05
CONSTRUCTION DOCUMENTS REVISIONS

STATE OF COLORADO
JEFFREY KEVIN BERKUS
No. 304413
2.21.25
LICENSED ARCHITECT

ASPEN MEADOWS
RECEPTION RENOVATION
+ PAVILION ADDITION

PROJECT NO:

DWG FILE:
MEADOWS_FloorPlanCalculations.dwg

SHEET TITLE
PROPOSED LOWER AND MAIN LEVEL FAR

SCALE: 3/32" = 1'-0"

FAR 3

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ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT

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ASPEN, CO

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PROJECT NO:
22308.00

SHEET TITLE:
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AMFS Meadows | 04.30.2025

LUA submittal

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contact: Colby Christoff
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A-2.16	exterior elevations & building sections
A-2.17	proposed area calculations

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

933

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions date

name

LUA submittal

project info

no.

A-0.01

scale

12" = 1'-0"

building/unit summary

building 1:
- unit 1A - 1bd
- unit 1B - 1bd

building 2:
- unit 2 - studio

building 3:
- unit 3A - 1bd
- unit 3B - 1bd

building 4:
- unit 4 - 2 bd

building 5:
- unit 5A - 1bd
- unit 5B - 1bd

building 6:
- unit 6 - studio

building 7:
- unit 7a - 1bd
- unit 7b - 1bd

building 8:
- unit 8 - 2bd

building 9:
- unit 9 - 3bd

building 10:
- maintenance building

building and unit count totals:

accessory / non-unit building count:	1
habitable building count:	9
total building count	**10**
studio unit count:	2
1 bed unit count:	8
2 bed unit count:	2
3 bed unit count:	1
total dwelling unit count	**13**

unit sheet references

- buildings 2 & 6 (studio):	A-2.03
- buildings 1, 3, 5, 7 (1bd):	A-2.06
- buildings 4 & 8 (2bd):	A-2.09
- building 9 (3bd):	A-2.12
- building 10 (maint.):	A-2.15



1 architectural main level site plan
1/16" = 1'-0"

N

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

934

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

architectural site plan

no.

A-2.00

scale

1/16" = 1'-0"



3 east elevation - 3rd street
1/8" = 1'-0"



2 west elevation - 4th street extension
1/8" = 1'-0"



1 south elevation - gillespie ave
1/8" = 1'-0"

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Aspen Meadows Campus Planned Development

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issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

site elevations

no.

A-2.01

scale

1/8" = 1'-0"



gillespie elevation - 09.13.2024 LUA design



gillespie elevation - 04.30.2025 LUA design

elevation comparison along gillespie ave. of the 09.13.2024 LUA submittal design (top) with the current LUA revised design (bottom).

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issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

gillespie elevation comparison

no.

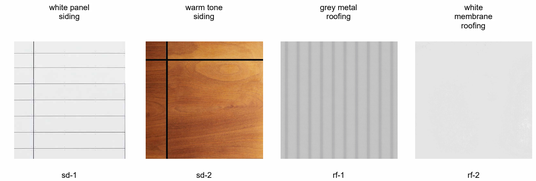
A-2.02

scale

12" = 1'-0"

LUA notes:

1. reference sheet A-2.00 & A-2.01 for building locations and orientation



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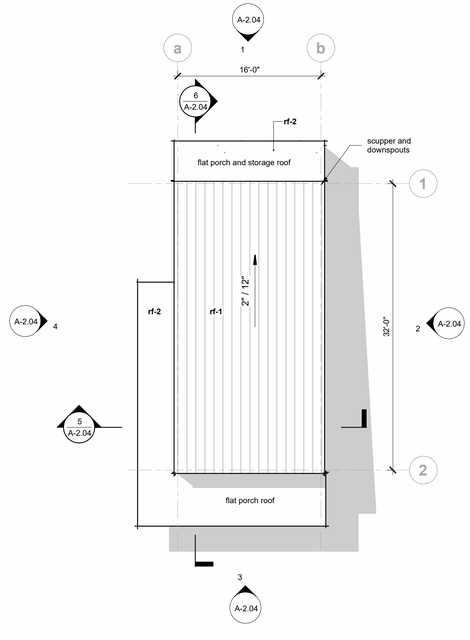
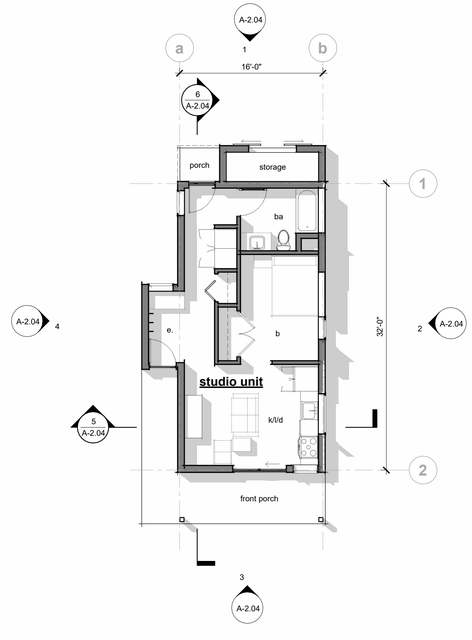


2 studio - roof plan
1/8" = 1'-0"



1 studio - level 1 plan
1/8" = 1'-0"

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HTA
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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

937

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 2 & 6

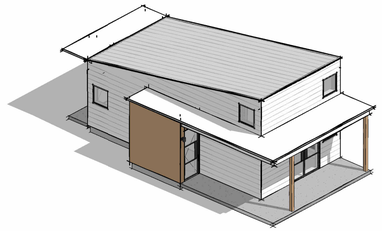
floor plans

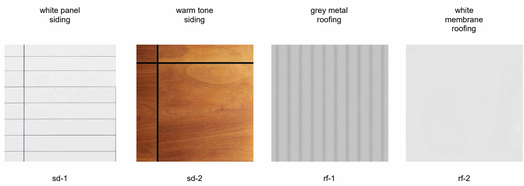
no.

A-2.03

scale

As indicated

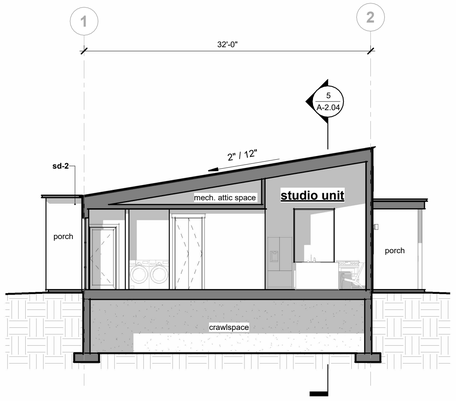




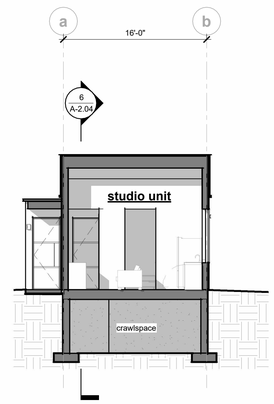
material legend & studio key axon (bldg 2 & 6)

LUA notes:

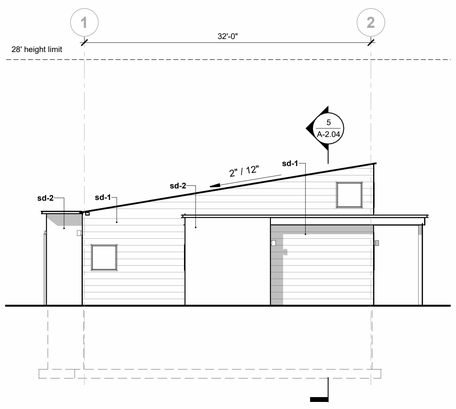
1. reference sheet A-2.00 & A-2.01 for building locations and orientation



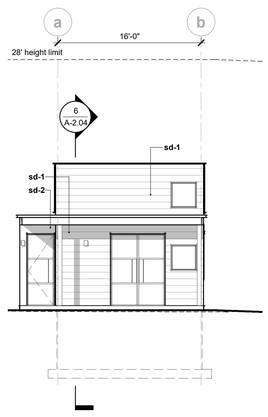
6 studio - section 2
1/8" = 1'-0"



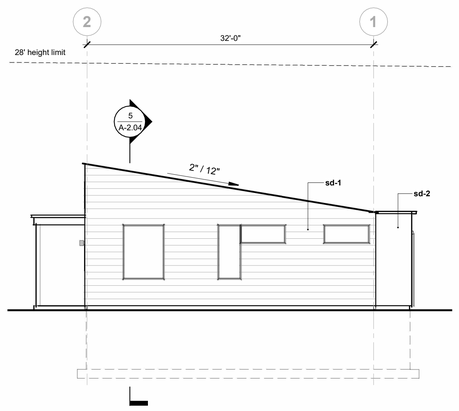
5 studio - section 1
1/8" = 1'-0"



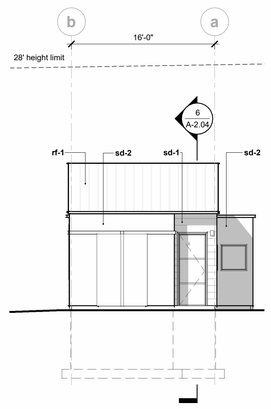
4 studio - side elevation
1/8" = 1'-0"



3 studio - front elevation
1/8" = 1'-0"



2 studio - side elevation
1/8" = 1'-0"



1 studio - rear elevation
1/8" = 1'-0"

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

938

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

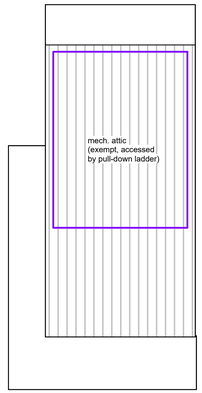
bldg 2 & 6 exterior elevations & building sections

no.

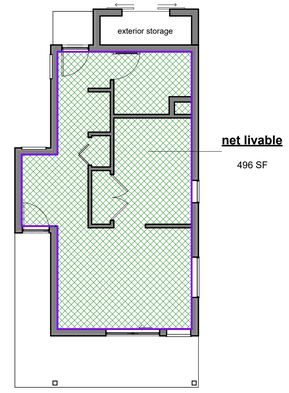
A-2.04

scale

As indicated



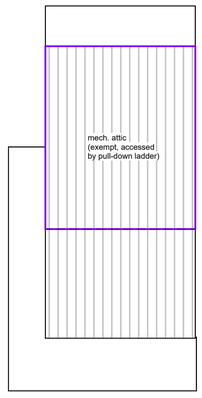
4 level 2 - net area
1/8" = 1'-0"



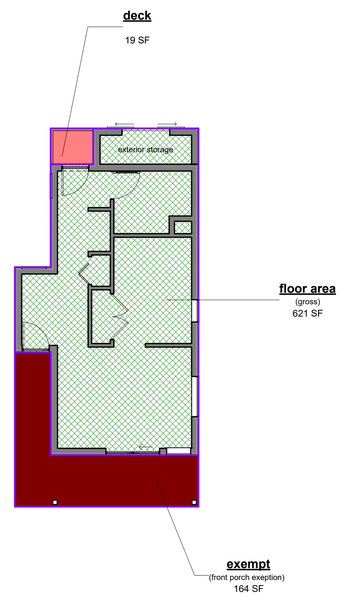
3 level 1 - net area
1/8" = 1'-0"

area legend

- floor area
- essential public facility floor area
- non unit floor area
- deck area
- exempt front porch; exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet



2 level 2 - gross area
1/8" = 1'-0"



1 level 1 - gross area
1/8" = 1'-0"

proposed floor area: studio building

level	exempt (sf)	gross (sf)	net livable (sf)	deck (sf)	comment
subgrade	-	-	-	-	crawlspace exempt due to height
main level	164	621	496	19	
second level	-	-	-	-	
individual building total		**621**	**496**	**19**	

*10% additional FAR flexibility requested as part of PD

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

939

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 2 & 6

proposed area calculations

no.

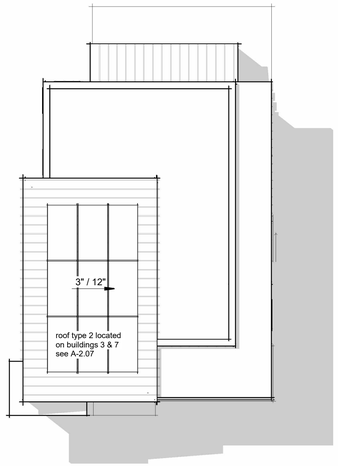
A-2.05

scale

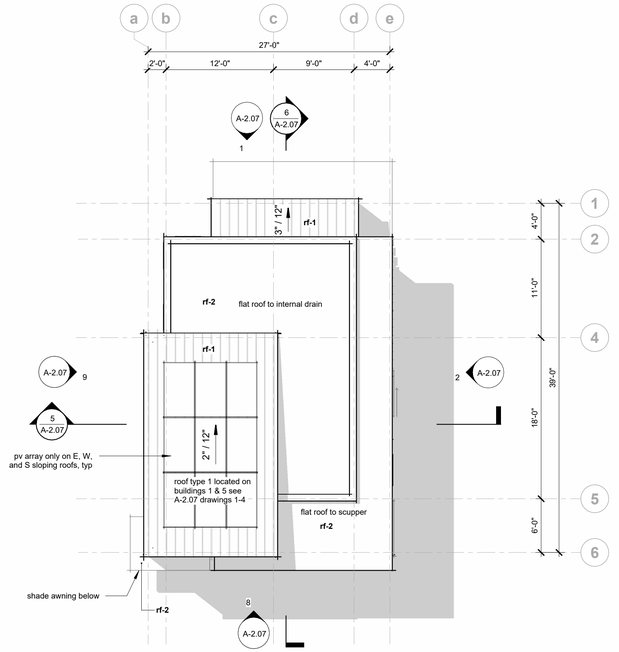
1/8" = 1'-0"

LUA notes:

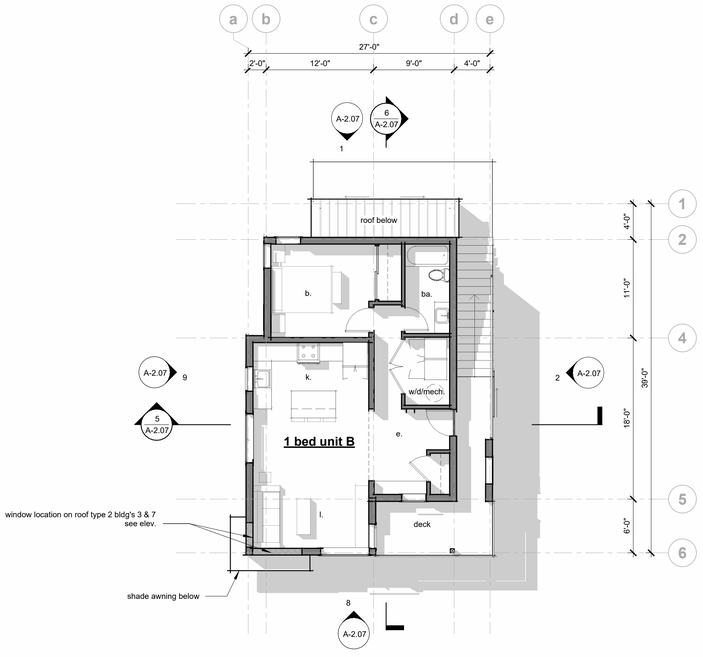
1. reference sheet A-2.00 & A-2.01 for building locations and orientation



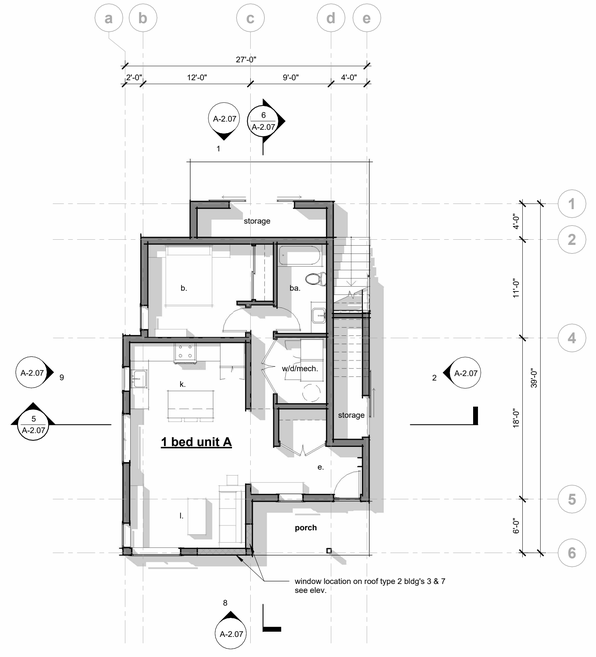
1bd - roof type 2 roof plan



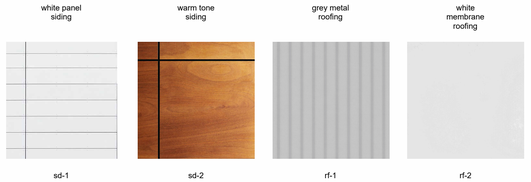
3 1bd - roof type 1 roof plan
1/8" = 1'-0"



2 1bd unit B - level 2 plan
1/8" = 1'-0"



1 1bd unit A - level 1 plan
1/8" = 1'-0"



material legend

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Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

940

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 1/3/5/7

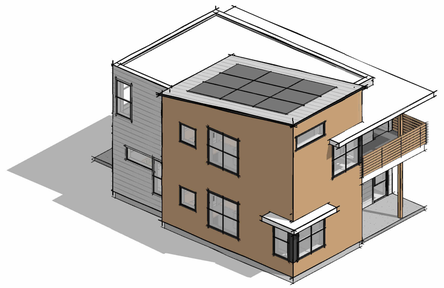
floor plans

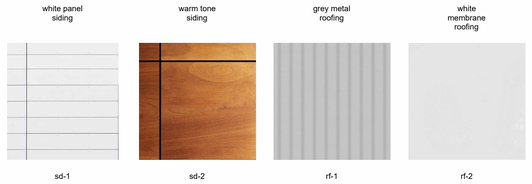
no.

A-2.06

scale

As indicated

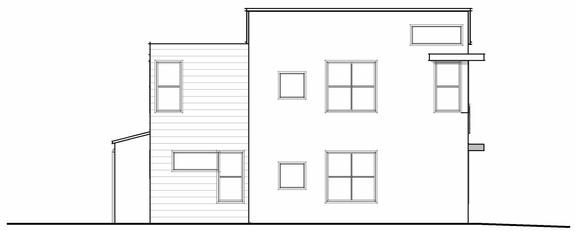




material legend & 1bd building key axon, roof type 1 shown (bldg's 1,3,5,7)

LUA notes:

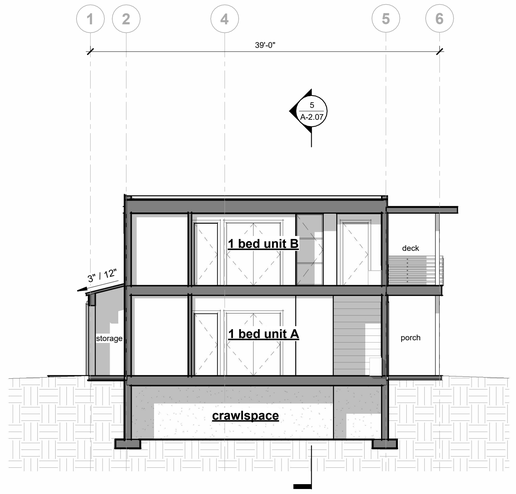
1. reference sheet A-2.00 & A-2.01 for building locations and orientation



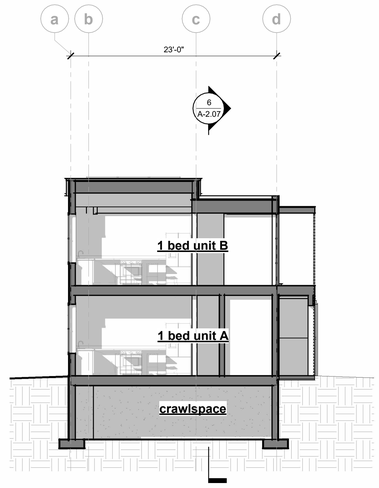
1bd bldg. - roof type 2 side elevation



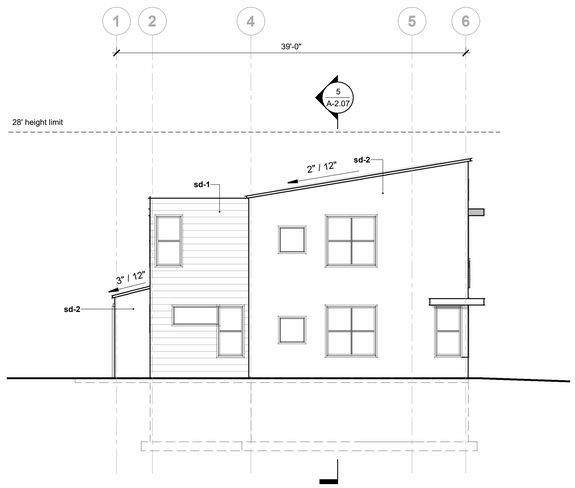
1bd bldg. - roof type 2 front elevation



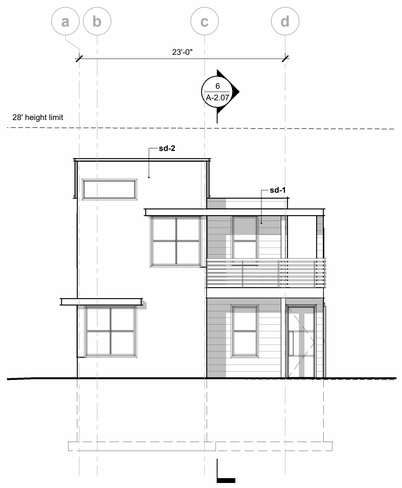
6 1bd bldg. - section 2
1/8" = 1'-0"



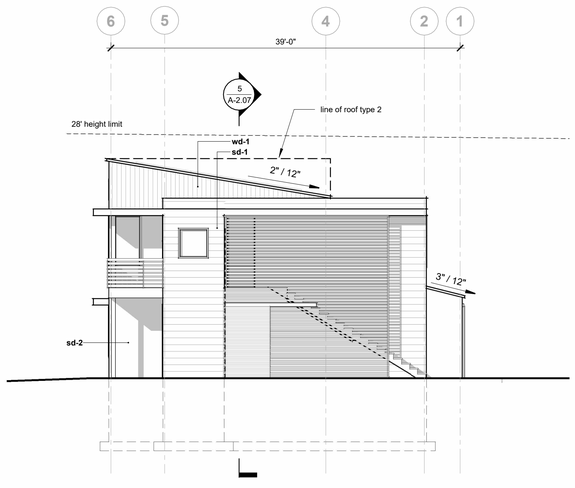
5 1bd bldg. - section 1
1/8" = 1'-0"



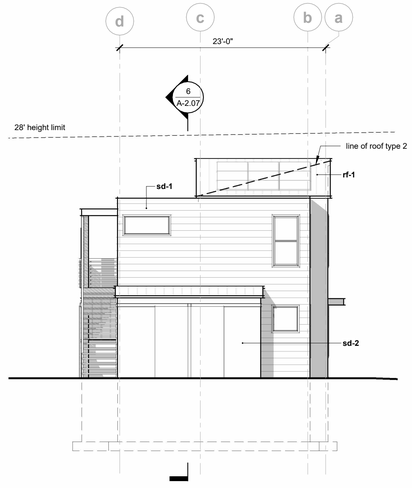
4 1bd bldg. - roof type 1 side elevation
1/8" = 1'-0"



3 1bd bldg. - roof type 1 front elevation
1/8" = 1'-0"



2 1bd bldg. - side elevation
1/8" = 1'-0"



1 1bd bldg. - rear elevation
1/8" = 1'-0"

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

941

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

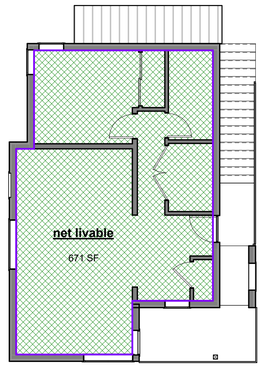
bldg 1/3/5/7 exterior elevations & building sections

no.

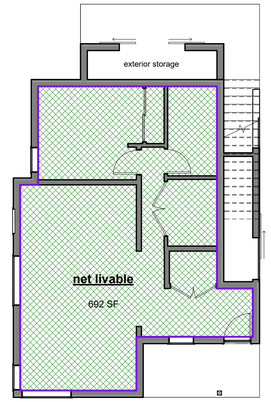
A-2.07

scale

As indicated



4 level 2 - net area
1/8" = 1'-0"



3 level 1 - net area
1/8" = 1'-0"

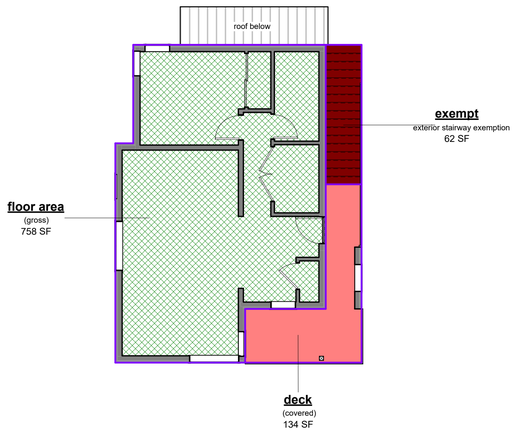
area legend

- floor area
- essential public facility floor area
- non unit floor area
- deck area
- exempt front porch; exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet

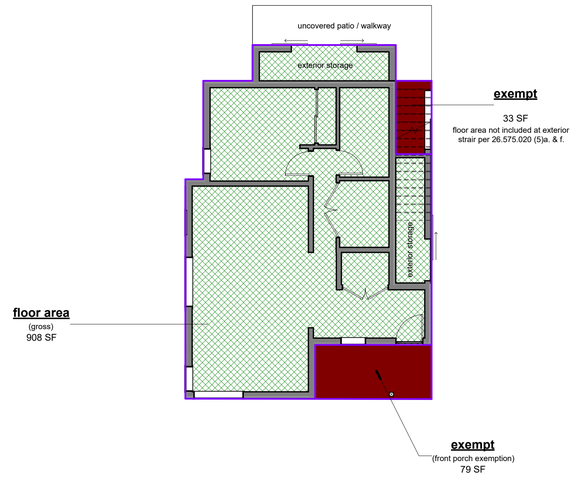
proposed floor area: one bedroom units building (2 units/building)

level	exempt (sf)	gross (sf)	net livable (sf)	deck (sf)	comment
subgrade	-	-	-	-	crawlspace exempt due to height
main level	112	941	692	-	
second level	62	758	671	134	
individual building total		**1699**	**1363**	**134**	

*10% additional FAR flexibility requested as part of PD



2 level 2 - gross area
1/8" = 1'-0"



1 level 1 - gross area
1/8" = 1'-0"

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Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

942

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 1/3/5/7

proposed area calculations

no.

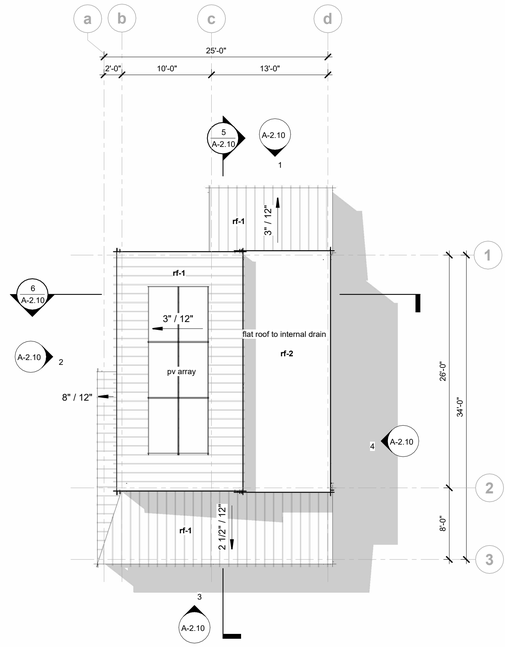
A-2.08

scale

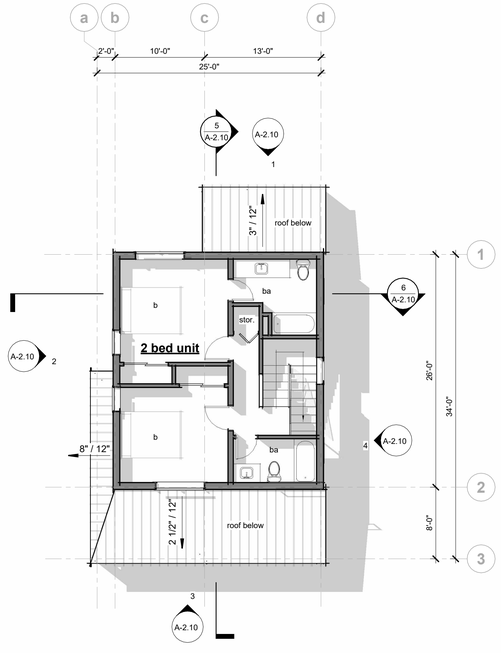
1/8" = 1'-0"

LUA notes:

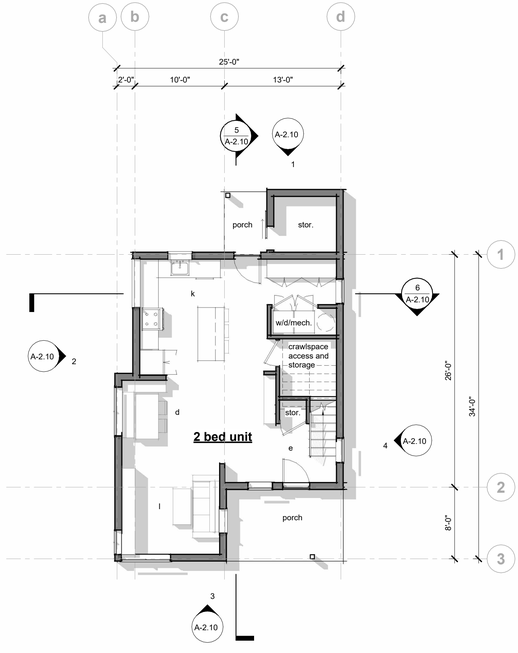
1. reference sheet A-2.00 & A-2.01 for building locations and orientation



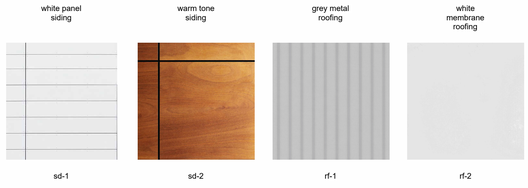
3 2bd - roof plan
1/8" = 1'-0"



2 2bd - level 2 plan
1/8" = 1'-0"



1 2bd - level 1 plan
1/8" = 1'-0"



material legend

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Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

943

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 4 & 8

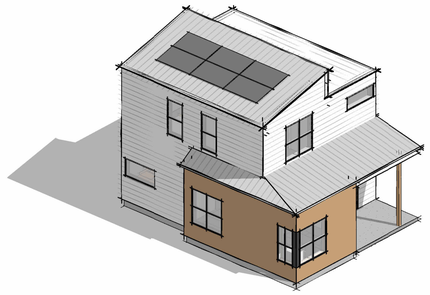
floor plans

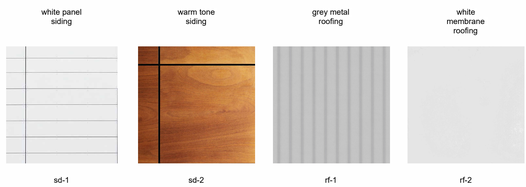
no.

A-2.09

scale

As indicated

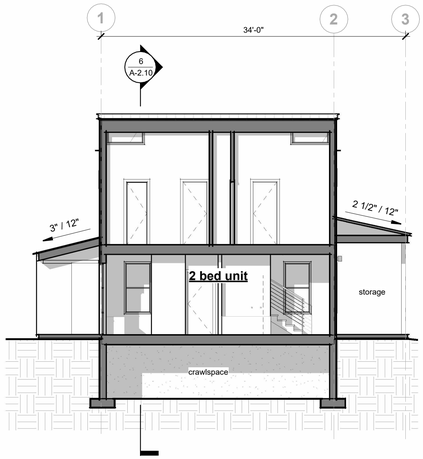




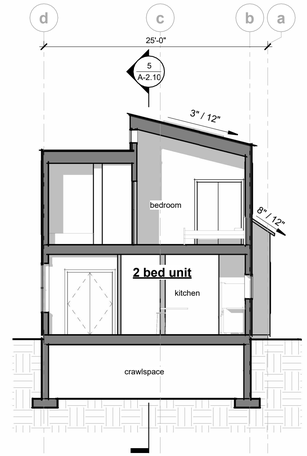
material legend & 2bd key axon (bldg 4 & 8)

LUA notes:

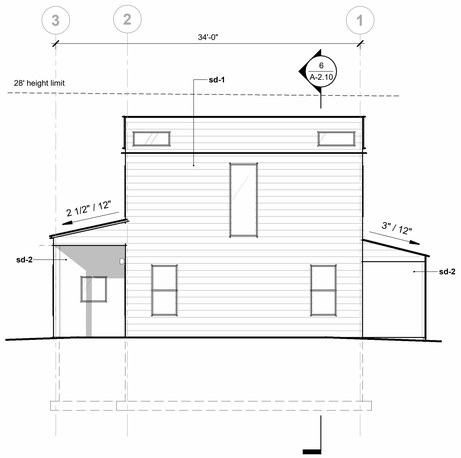
1. reference sheet A-2.00 & A-2.01 for building locations and orientation



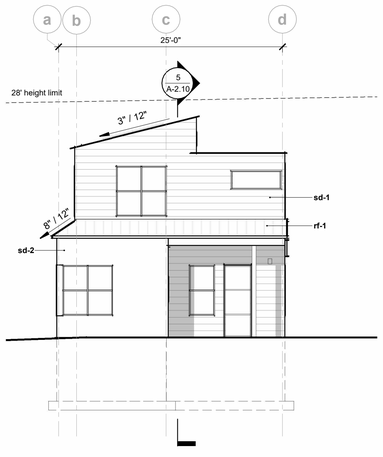
5 2bd - section 2
1/8" = 1'-0"



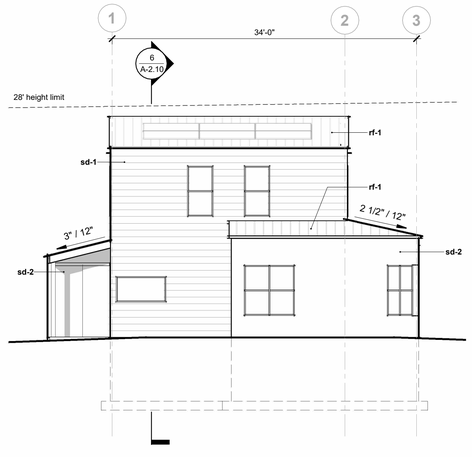
6 2bd - section 1
1/8" = 1'-0"



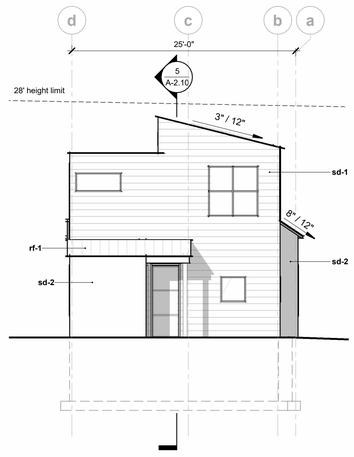
4 2bd - side elevation
1/8" = 1'-0"



3 2bd - rear elevation
1/8" = 1'-0"



2 2bd - side elevation
1/8" = 1'-0"



1 2bd - front elevation
1/8" = 1'-0"

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

944

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

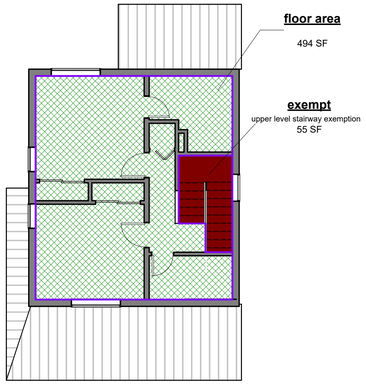
bldg 4 & 8 exterior elevations & building sections

no.

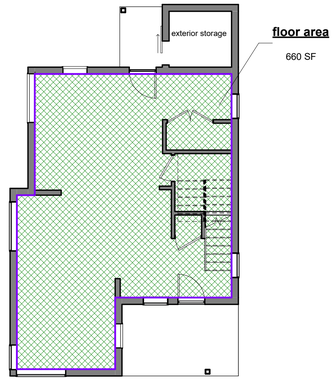
A-2.10

scale

As indicated



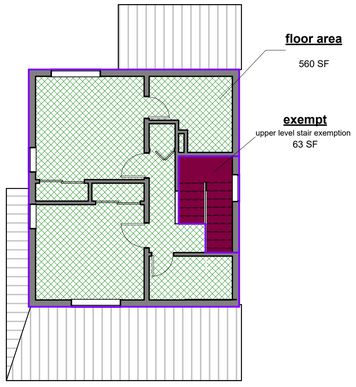
4 level 2 - net area
1/8" = 1'-0"



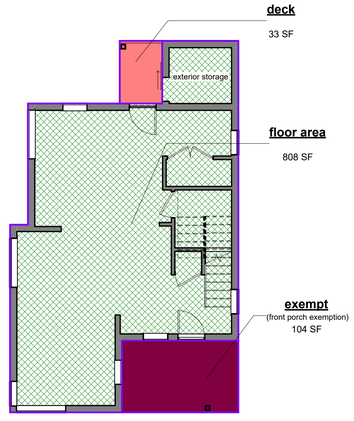
3 level 1 - net area
1/8" = 1'-0"

area legend

- floor area
- essential public facility floor area
- non unit floor area
- deck area
- exempt front porch; exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet



2 level 2 - gross area
1/8" = 1'-0"



1 level 1 - gross area
1/8" = 1'-0"

proposed floor area: 2 bed building

level	exempt (sf)	gross (sf)	net livable (sf)	deck (sf)	comment
subgrade	-	-	-	-	crawlspace exempt due to height
main level	104	808	660	33	
second level	63	560	494	-	
individual building total		**1368**	**1154**	**33**	

*10% additional FAR flexibility requested as part of PD

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

945

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 4 & 8

proposed area calculations

no.

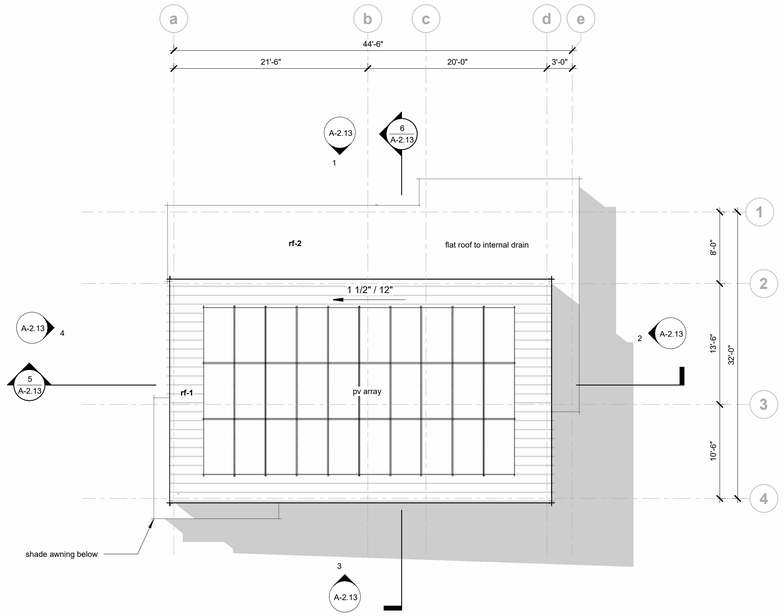
A-2.11

scale

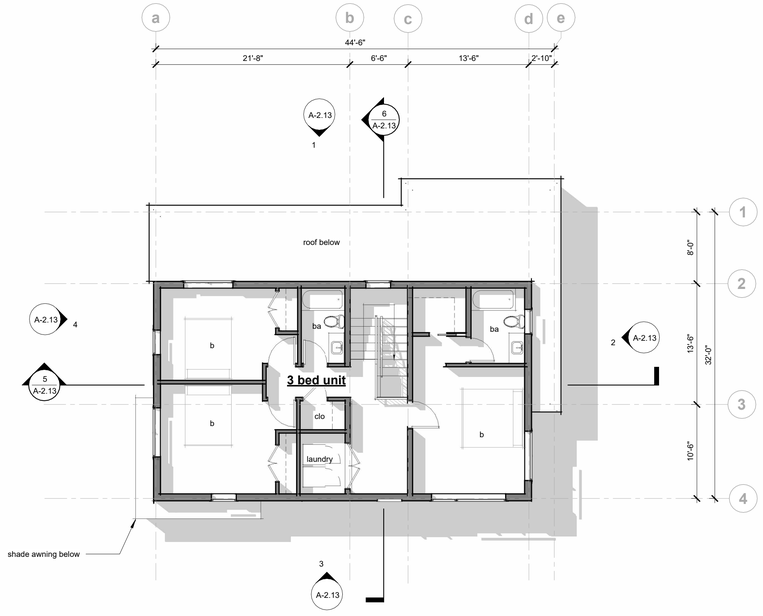
1/8" = 1'-0"

LUA notes:

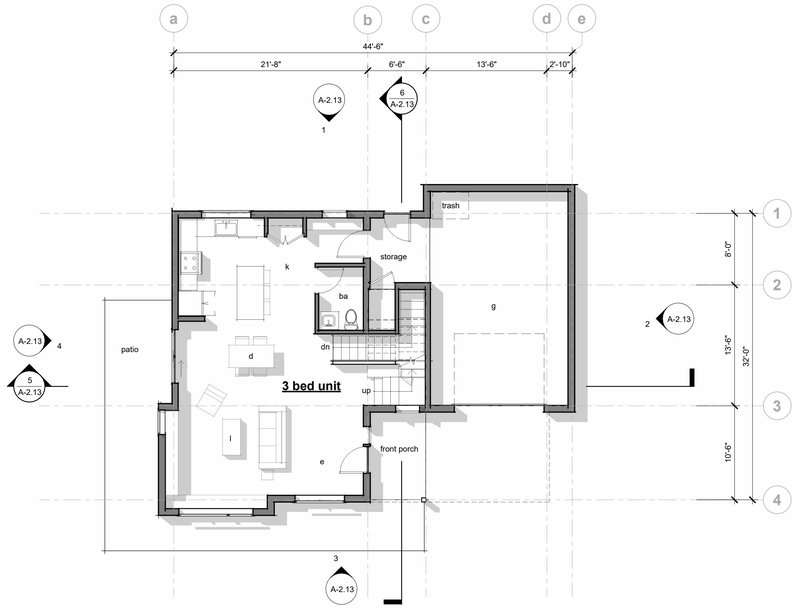
1. reference sheet A-2.00 & A-2.01 for building locations and orientation



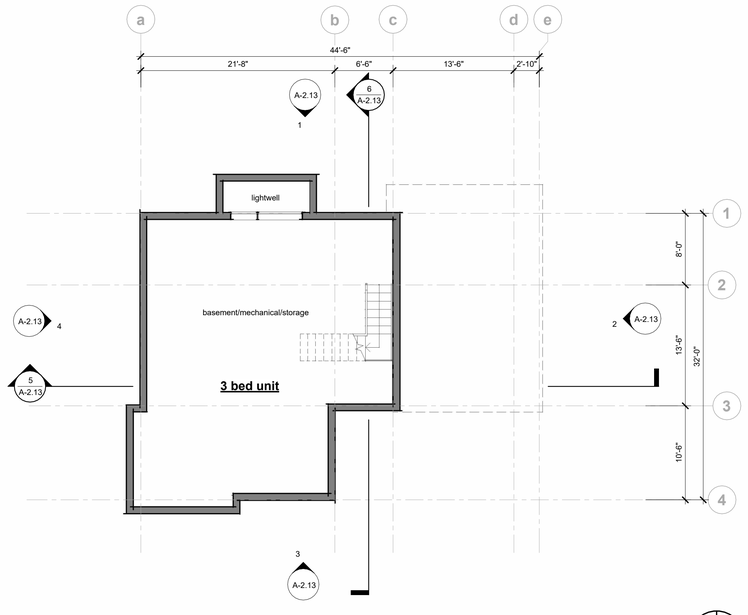
4 3bd - roof plan
1/8" = 1'-0"



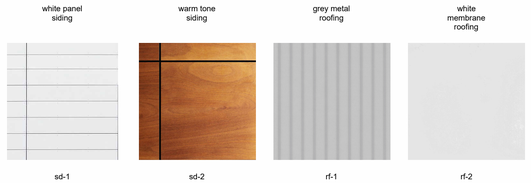
3 3bd - level 2 plan
1/8" = 1'-0"



2 3bd - level 1 plan
1/8" = 1'-0"



1 3bd - basement plan
1/8" = 1'-0"



material legend

2757 design co.
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HTA
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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

946

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 9

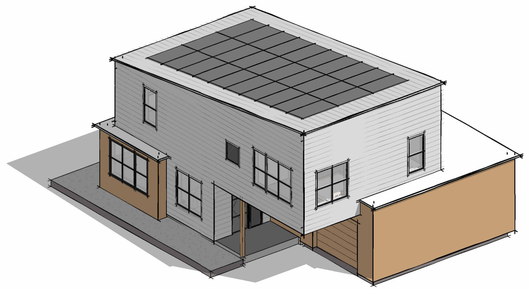
floor plans

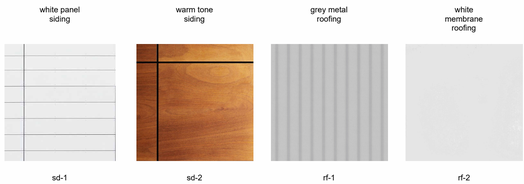
no.

A-2.12

scale

As indicated

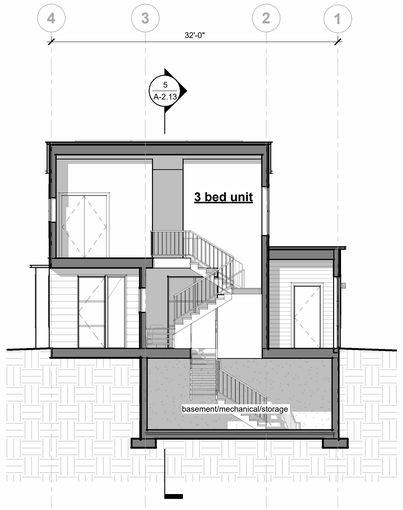




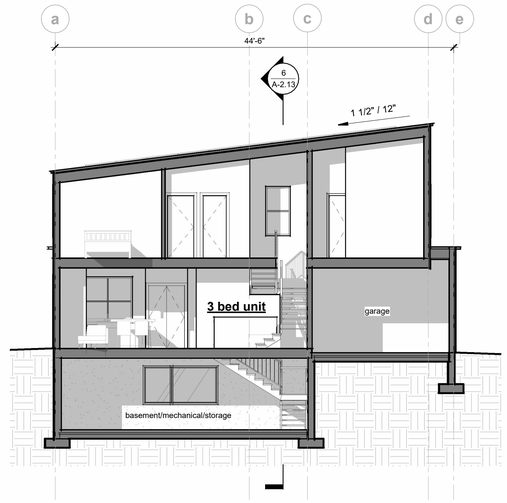
material legend & 3bd key axon (bldg 9)

LUA notes:

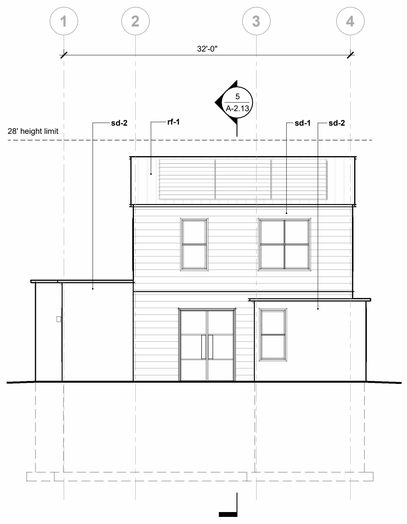
1. reference sheet A-2.00 & A-2.01 for building locations and orientation



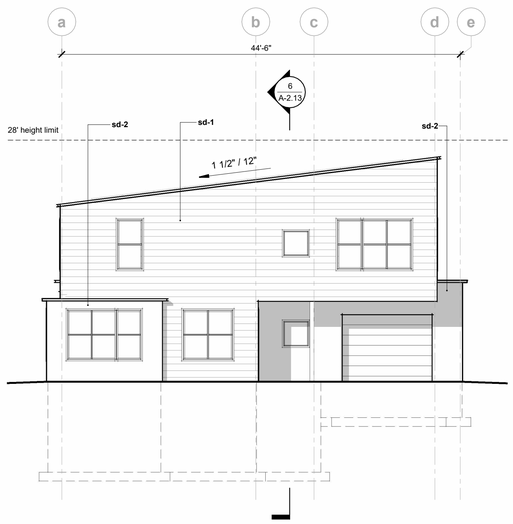
6 3bd - e-w section
1/8" = 1'-0"



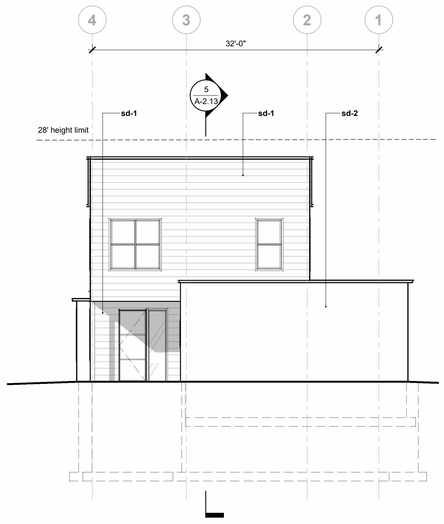
5 3bd - n-s section
1/8" = 1'-0"



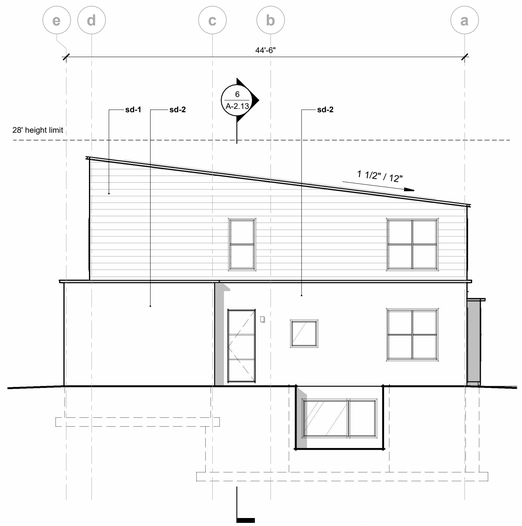
4 3bd - south elevation
1/8" = 1'-0"



3 3bd - east elevation
1/8" = 1'-0"



2 3bd - north elevation
1/8" = 1'-0"



1 3bd - west elevation
1/8" = 1'-0"

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

947

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 9 exterior elevations & building sections

no.

A-2.13

scale

As indicated

area legend

- floor area
- essential public facility floor area
- non unit floor area
- deck area
- exempt front porch; exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet

subgrade wall areas		exposed wall areas
a.	68 sf	4 sf
b.	90 sf	56 sf
c.	75 sf	5 sf
d.	177 sf	11 sf
e.	58 sf	4 sf
f.	80 sf	5 sf
g.	85 sf	5 sf
h.	12 sf	1 sf
i.	101 sf	6 sf
j.	97 sf	6 sf
k.	12 sf	1 sf
l.	172 sf	11 sf
totals	1,027 sf	115 sf

subgrade wall calculations

total exposed wall area / total wall area = % exposed wall area
115 sf / 1,027 sf = **11.2% exposed subgrade wall area**

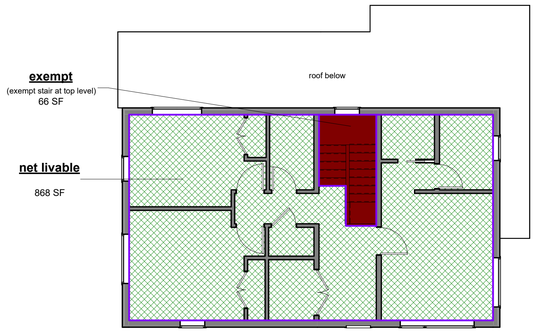
subgrade floor area calculations

total floor area x % exposed wall area
896 sf x 11.2% = **100.4 sf subgrade floor area**

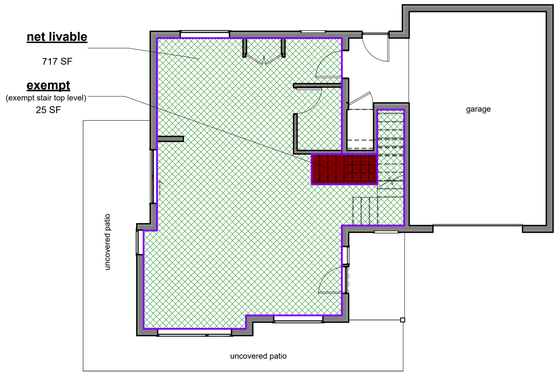
proposed floor area: 3 bed building

level	exempt (sf)	gross (sf)			net livable (sf)			deck (sf)	comment
		measured	% exposed	actual gross	measured	% exposed	actual net		
subgrade	-	896	11.2%	100	800	11.2%	90	-	
main level	338	1046	-	1046	717	-	717	-	
second level	66	965	-	965	868	-	868	-	
individual building total				**2111**			**1675**	**0**	

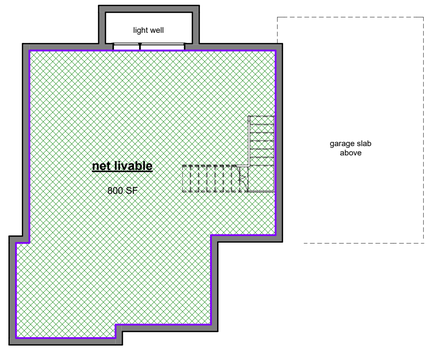
*10% additional FAR flexibility requested as part of PD



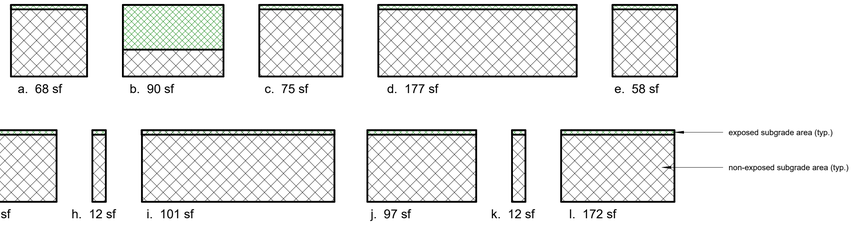
6 level 2 - net area
1/8" = 1'-0"

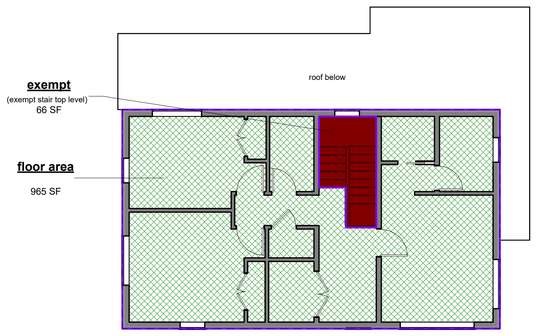


5 level 1 - net area
1/8" = 1'-0"

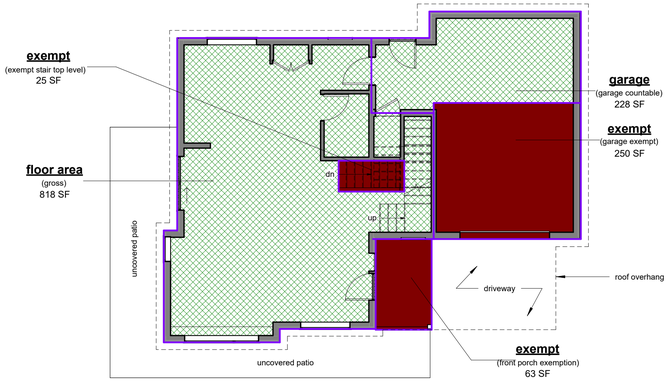


4 level 0 - net area
1/8" = 1'-0"

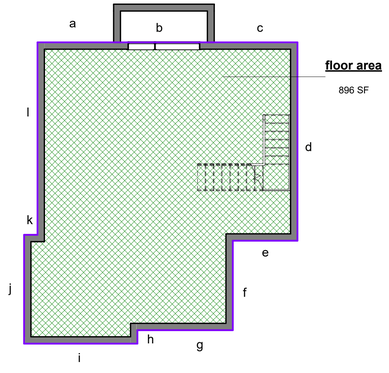




3 level 2 - gross area
1/8" = 1'-0"



2 level 1 - gross area
1/8" = 1'-0"



1 level 0 - gross area
1/8" = 1'-0"

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

948

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 9

proposed area calculations

no.

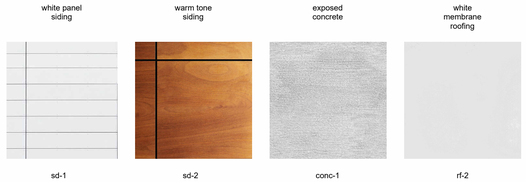
A-2.14

scale

As indicated

LUA notes:

1. reference sheet A-2.00 & A-2.01 for building locations and orientation



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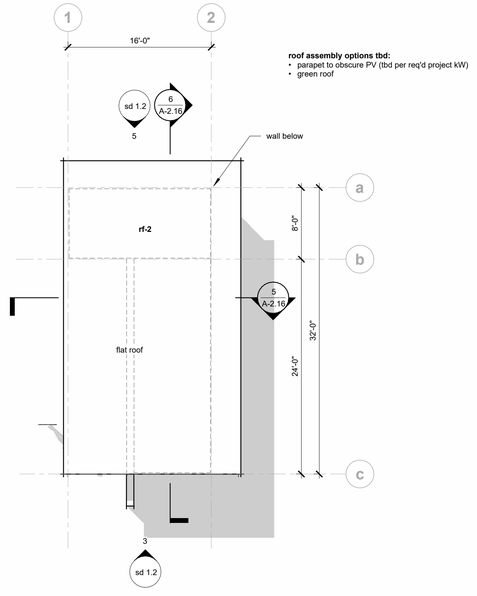
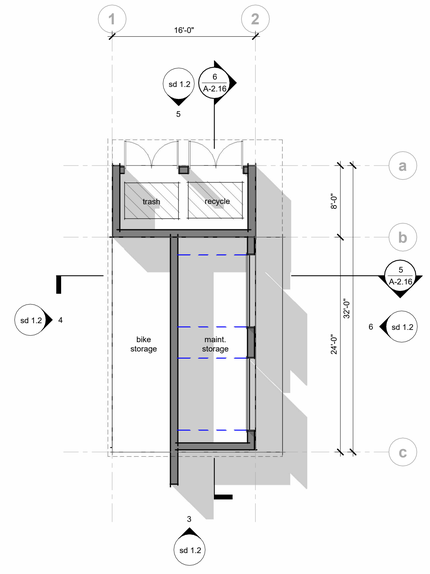


2 roof plan
1/8" = 1'-0"



1 main level plan
1/8" = 1'-0"



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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

949

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 10 bike and maint.

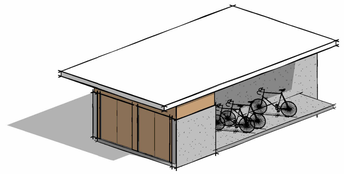
floor plans

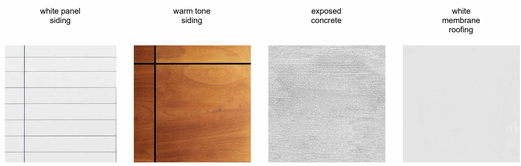
no.

A-2.15

scale

As indicated

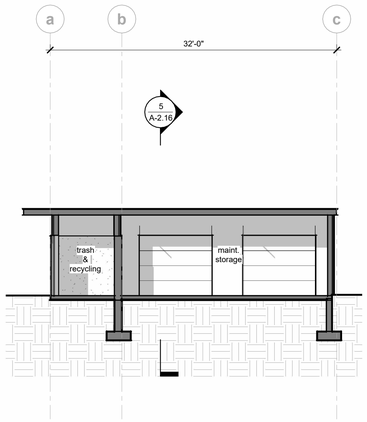




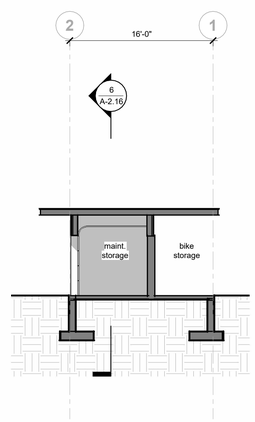
material legend & bike & maint. key axon (bldg 10)

LUA notes:

1. reference sheet A-2.00 & A-2.01 for building locations and orientation

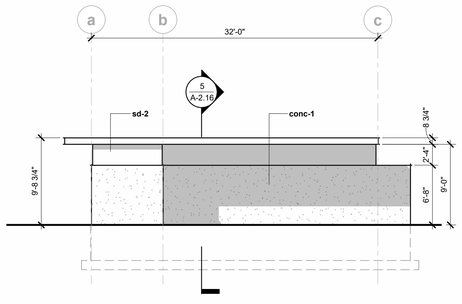


6 n-s section
1/8" = 1'-0"

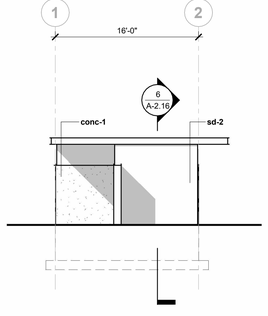


5 e-w section
1/8" = 1'-0"

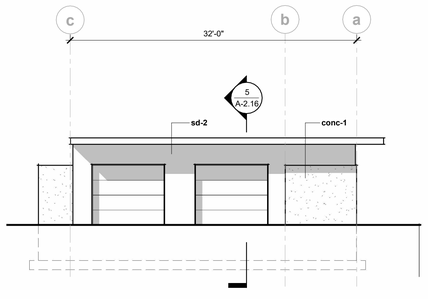
roof assembly option notes:
- parapet to obscure PV (tbd per req'd kW)
- green roof



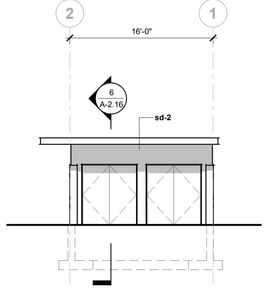
4 west elevation
1/8" = 1'-0"



3 south elevation
1/8" = 1'-0"



2 east elevation
1/8" = 1'-0"



1 north elevation
1/8" = 1'-0"

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project

Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

950

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 10 bike and maint. exterior elevations and sections

no.

A-2.16

scale

As indicated

areas legend

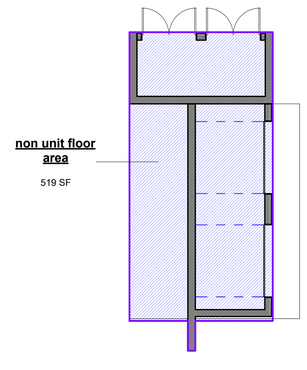
- floor area
- essential public facility floor area
- non unit floor area
- deck area
- exempt front porch; exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet

proposed floor area: bike, garbage, and maintenance building

level	exempt (sf)	gross (sf)	net livable (sf)	deck (sf)	comment
subgrade	-	-	-	-	slab on grade
main level	-	519	-	-	no livable area in building
second level	-	-	-	-	no upper level
individual building total		**519**	**0**	**0**	

*10% additional FAR flexibility requested as part of PD

*no proposed net livable area



1 level 1 - gross area
1/8" = 1'-0"

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Aspen Meadows Campus Planned Development

Aspen Music Festival and School
Aspen, Colorado

951

issue	date
LUA submittal	09.13.2024
LUA submittal	04.30.2025

revisions	date
1	

name

LUA submittal

bldg 10 bike and maint.

proposed area calculations

no.

A-2.17

scale

1/8" = 1'-0"



Aspen Center for Physics | 4.30.2025

LUA submittal

directory

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contact: Amanda Jenkins
amanda@aspenphys.org

owner's representative:
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contact: Colby Christoff
cchristoff@soprisenq.com

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project

Aspen Meadows Campus Planned Development

Aspen Center for Physics
Aspen, Colorado

952

issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

project info

no.

A0.01

scale

12" = 1'-0"

building & unit summary

ACP 1:
- unit 1 - studio
- unit 2 - 2 bed
- unit 3 - 3 bed
- unit 4 - 3 bed
- unit 5 - 2 bed
- unit 6 - studio

ACP 2:
- unit 7 - studio
- unit 8 - 1 bed
- unit 9 - 1 bed
- unit 10 - 2 bed
- unit 11 - 3 bed
- unit 12 - 2 bed
- unit 13 - studio

ACP 3:
- unit 14 - studio
- unit 15 - 1 bed
- unit 16 - 1 bed
- unit 17 - 2 bed
- unit 18 - 3 bed
- unit 19 - 2 bed
- unit 20 - studio

ACP 4:
- unit 21 - studio
- unit 22 - 1 bed
- unit 23 - 1 bed
- unit 24 - 2 bed
- unit 25 - 3 bed
- unit 26 - 2 bed
- unit 27 - studio

ACP 5:
- unit 28 - dorm (6 bed)

ACP 6:
- unit 29 - studio
- unit 30 - 3 bed

ACP 7:
- unit 31 - studio
- unit 32 - 3 bed

ACP 8:
- unit 33 - studio
- unit 34 - 3 bed

building and unit count totals:

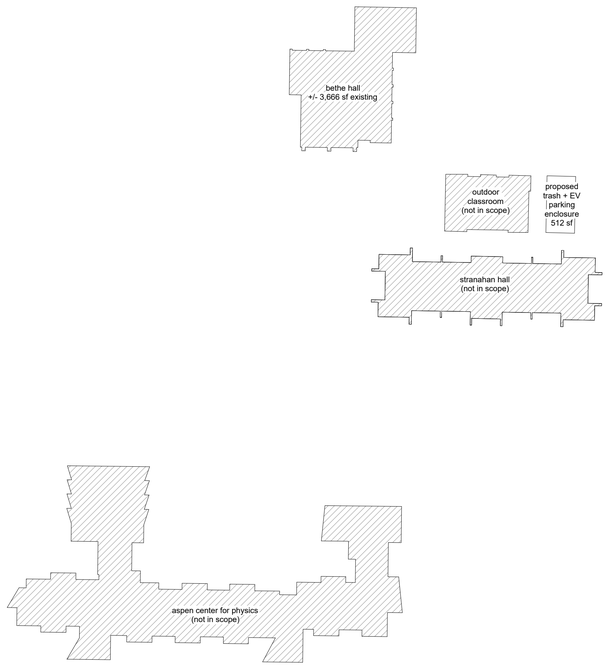
accessory / essential public facility count:	1
habitable building count:	8
total building count:	**9**
studio unit count:	11
1 bed unit count:	6
2 bed unit count:	8
3 bed unit count:	8
6 bed unit count:	1
total dwelling unit count:	**34**

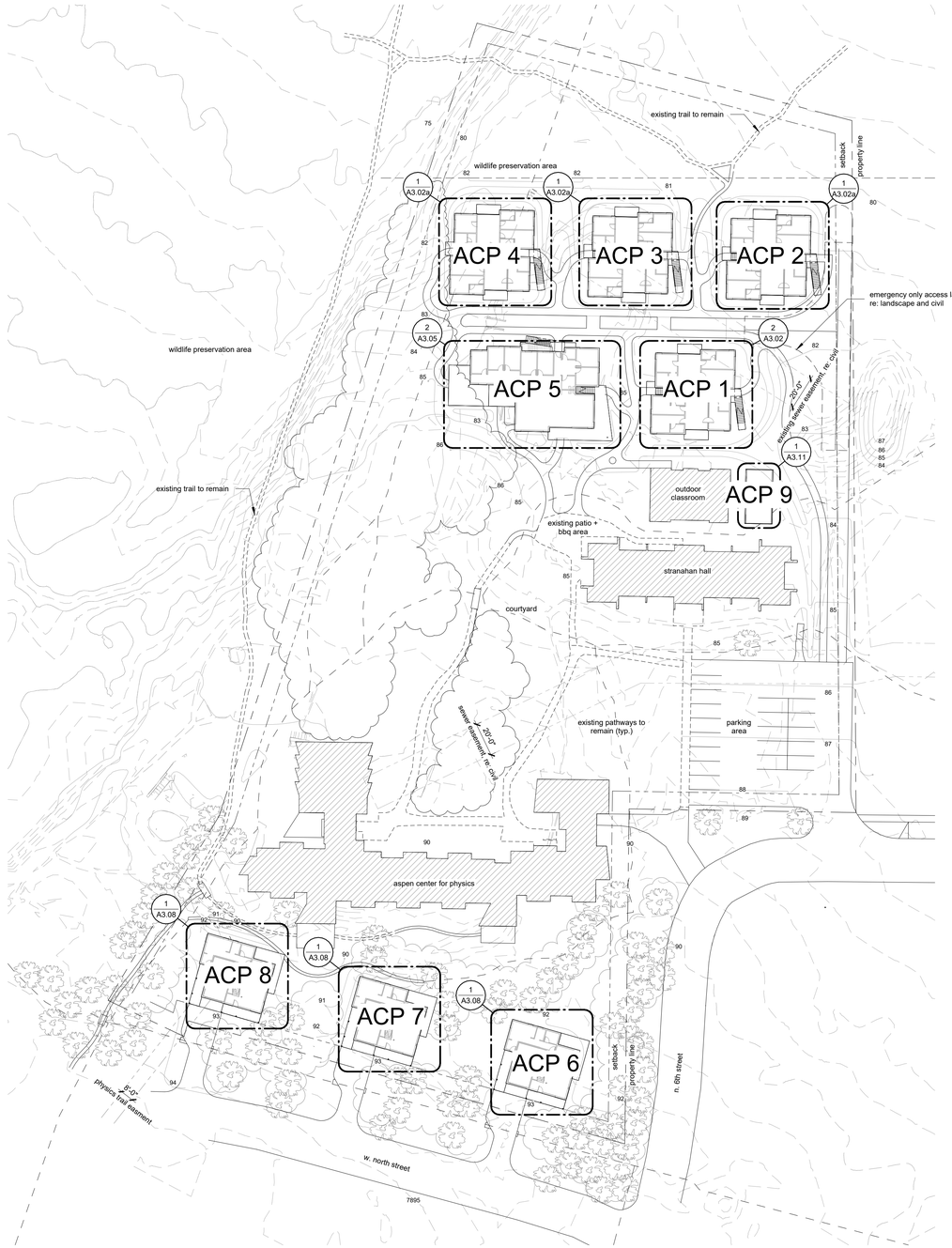
unit sheet references

ACP 1:	A3.02
ACP 2 - 4:	A3.02a
ACP 5:	A3.05
ACP 6 - 8	A3.08
ACP 9 (trash & EV enclosure):	A3.11

existing and proposed FAR

building	existing floor area (sf)	proposed floor area (sf)
bethe hall * *to be demolished and replaced by +/- 3,025 sf of proposed office space	+/- 3,666 sf existing + 225 sf tool storage structure	+/- 3,025 sf office space 6 br shared unit provides housing in addtion to the office space +/- 2,271 sf
outdoor classroom	not in scope	n/a
stranahan hall	not in scope	n/a
aspen center for physics	not in scope	n/a
trash + electric vehicle enclosure north street units (trash at garages)	+/-24 sf existing trash container	+/- 512 sf (includes +/- 192 sf for trash); re: 1/A3.13 +/- 12 sf per building x 3 buildings = +/- 36 sf





1 site plan - acp housing
1" = 40'-0"
note: see sheet L2-01 site plan for additional ACP site and parking info.

N

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issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

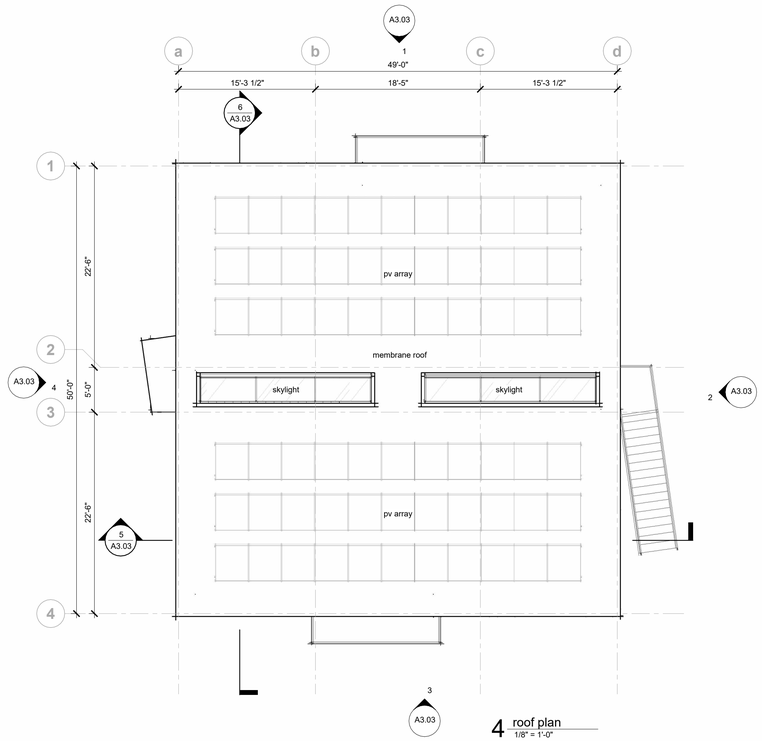
architectural site plan

no.

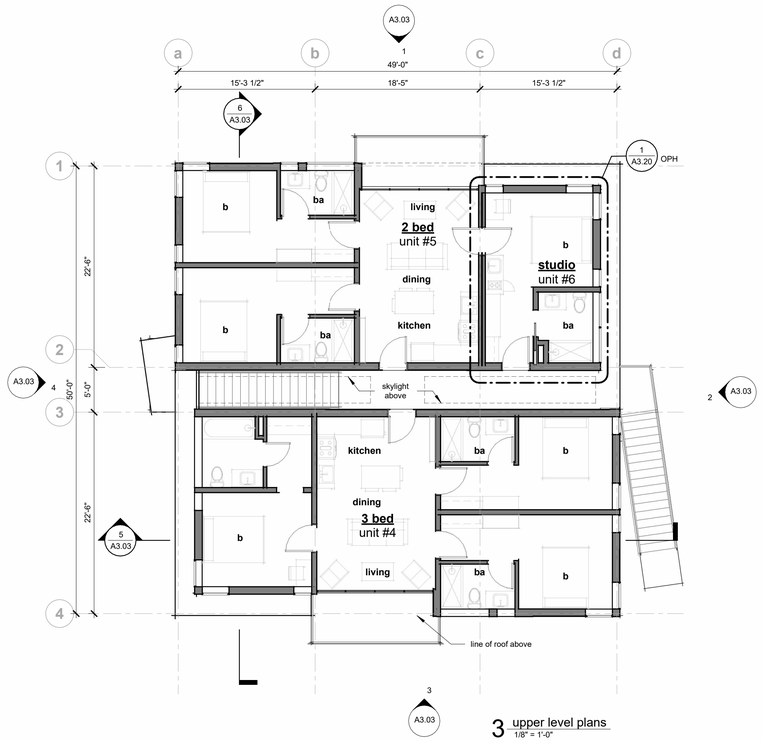
A3.00

scale

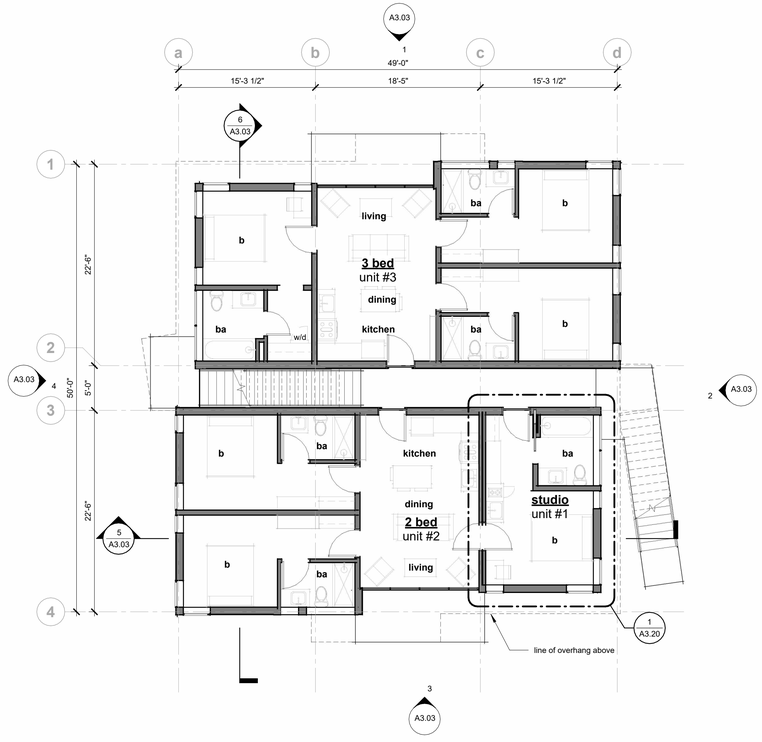
As indicated



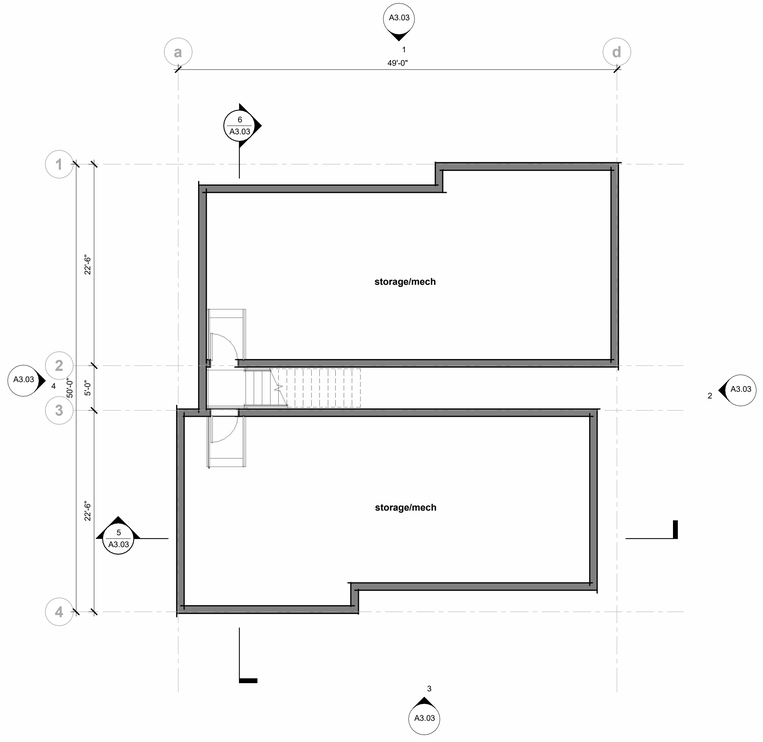
4 roof plan
1/8" = 1'-0"



3 upper level plans
1/8" = 1'-0"



2 main level plan
1/8" = 1'-0"



1 basement level
1/8" = 1'-0"

N

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ACP 1

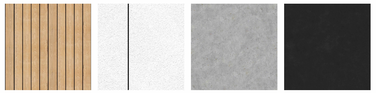
floor plans

no.

A3.02

scale

1/8" = 1'-0"



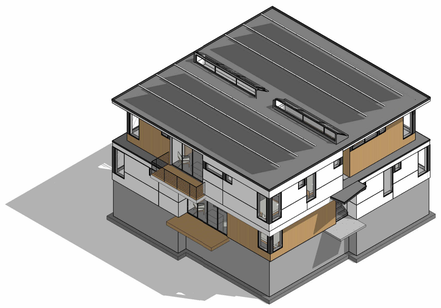
vertical wood siding
sd-1

white stucco
sd-2
joint reveals

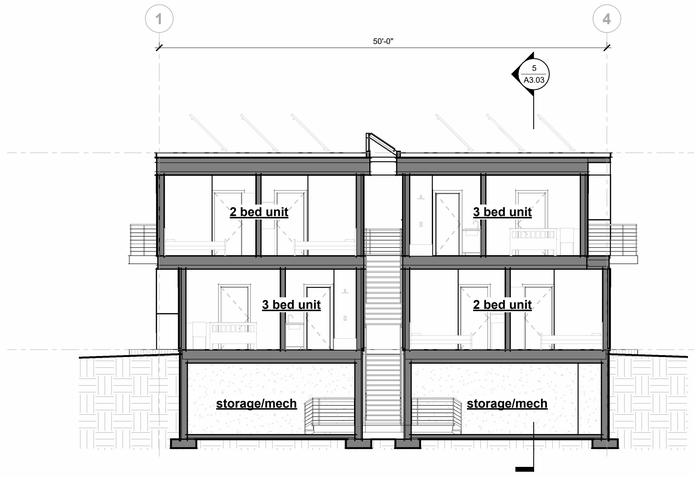
concrete
conc-1

blackened metal
mt-1

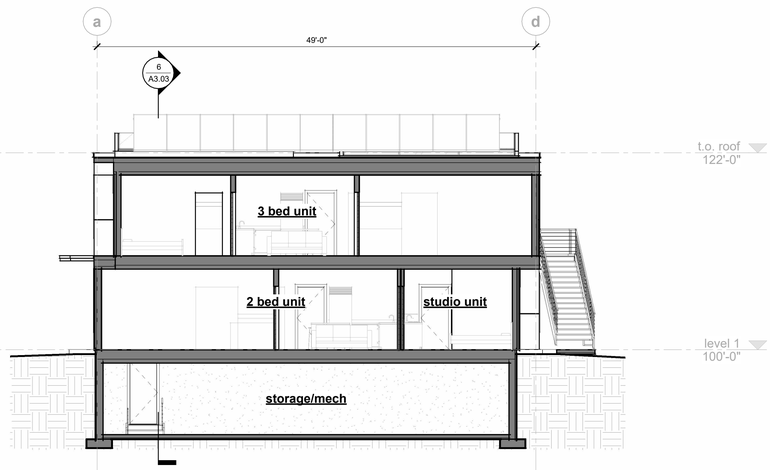
material legend



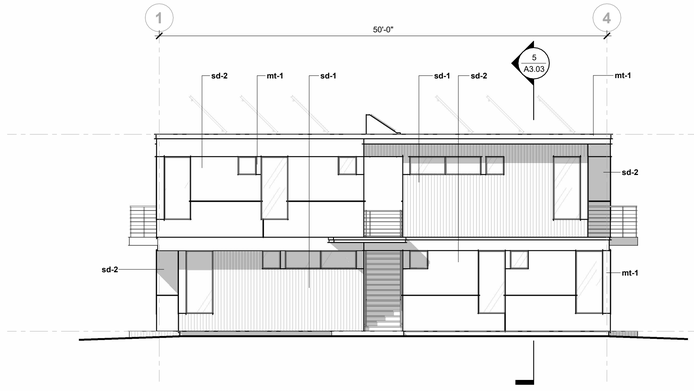
northwest axon



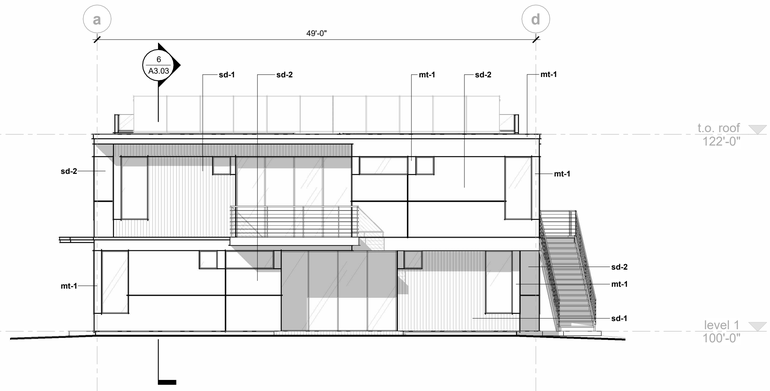
6 n-s section
1/8" = 1'-0"



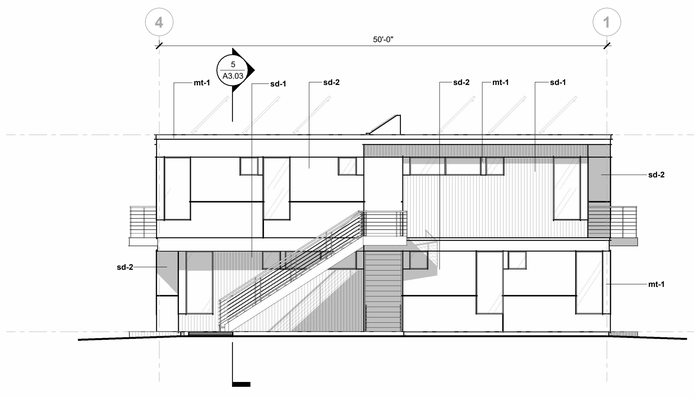
5 e-w section
1/8" = 1'-0"



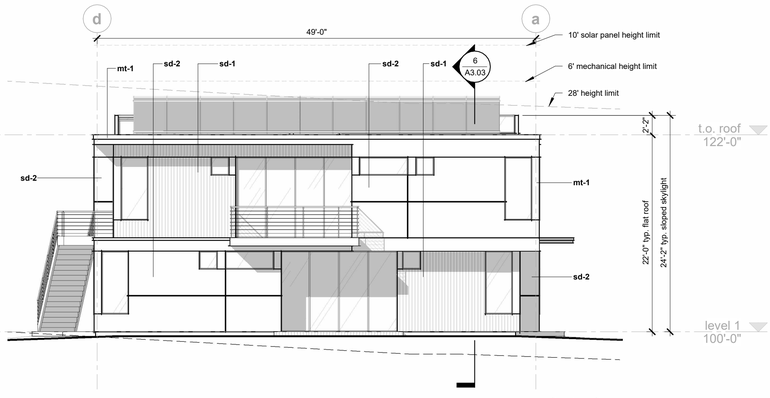
4 west elevation
1/8" = 1'-0"



3 south elevation
1/8" = 1'-0"



2 east elevation
1/8" = 1'-0"



1 north elevation
1/8" = 1'-0"

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issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 1
exterior elevations & building sections

no.

A3.03

scale

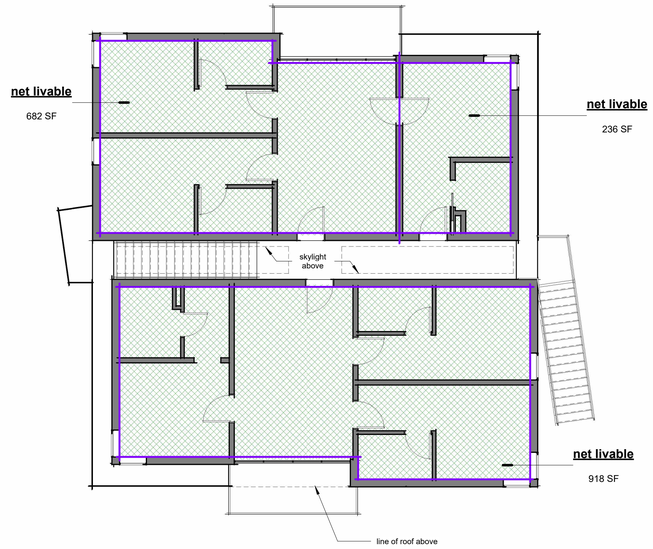
As indicated

proposed net areas

	measured area (SF)	total (SF)
basement level		
essential public facility subgrade area		
net livable subgrade area		0
non-unit subgrade	1782	1782
total subgrade area		1782
main level		
essential public facility		
net livable area	1836	1836
non-unit area		
total		1836
second level		
essential public facility		
net livable area	1836	1836
non-unit area		
total		1836
proposed net unit area		**5454.0**
(1) building total		5454

area legend

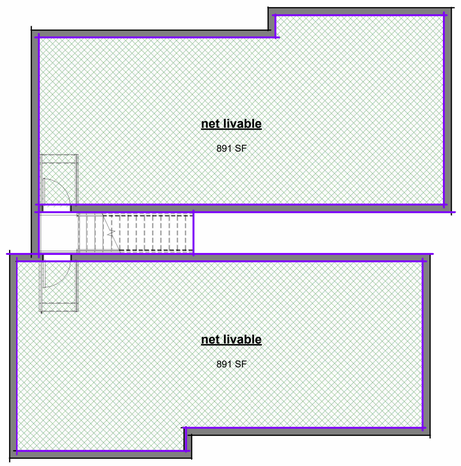
- floor area
- essential public facility floor area
- non unit floor area
- deck area
- exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet



6 upper level net area plan
1/8" = 1'-0"



5 main level net area plan
1/8" = 1'-0"



4 basement level net area plan
1/8" = 1'-0"

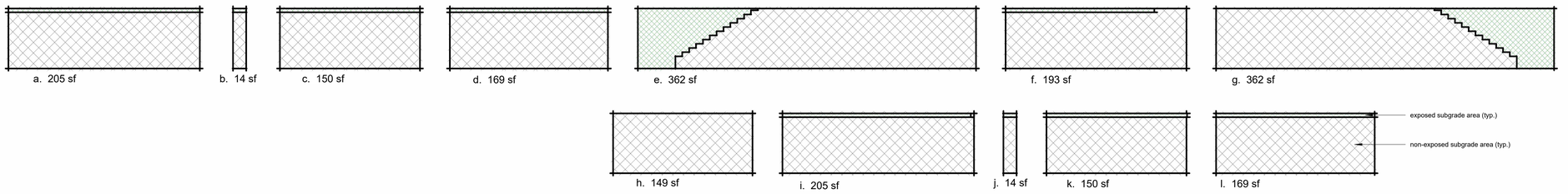
subgrade wall areas		exposed wall areas
a.	205 sf	13 sf
b.	14 sf	1 sf
c.	150 sf	9 sf
d.	169 sf	11 sf
e.	362 sf	76 sf
f.	193 sf	10 sf
g.	362 sf	76 sf
h.	149 sf	0 sf
i.	205 sf	13 sf
j.	14 sf	1 sf
k.	150 sf	9 sf
l.	169 sf	11 sf
totals	2,142 sf	230 sf

subgrade wall calculations

total exposed wall area / total wall area = % exposed wall area
230 sf / 2,142 sf = **10.7% exposed subgrade wall area**

subgrade floor area calculations

total floor area x % exposed wall area
2,008 sf x %10.7 = **214.9 sf subgrade floor area**

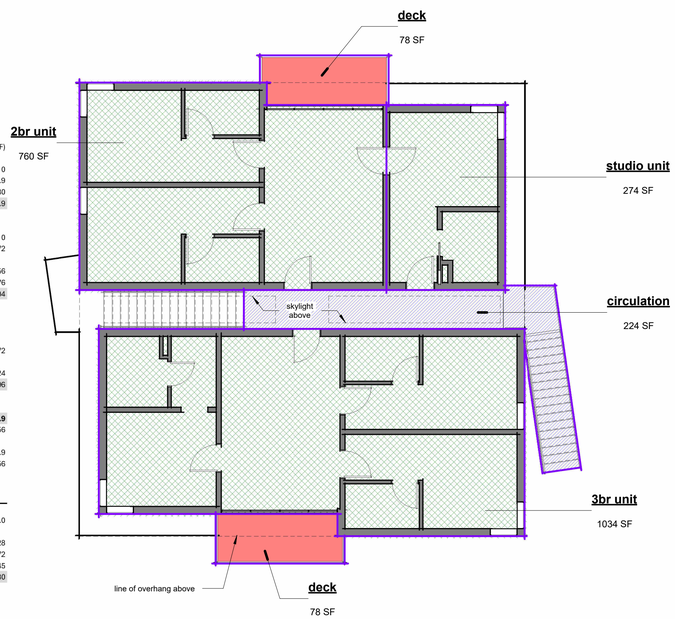


proposed floor areas

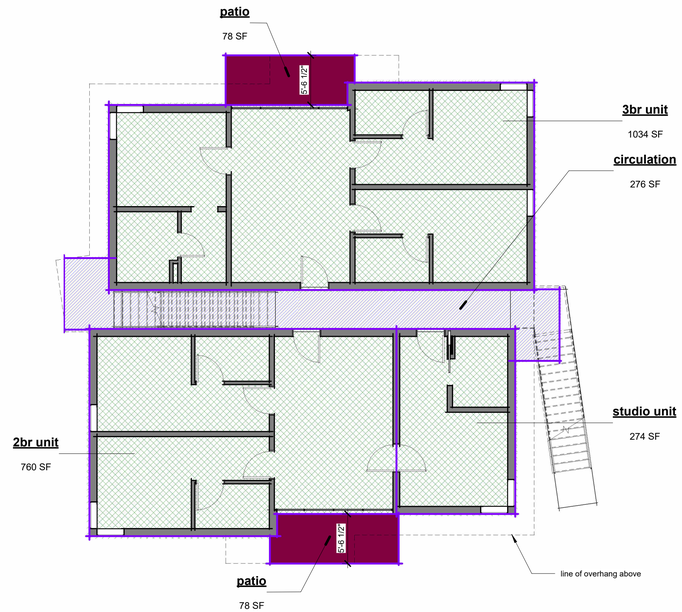
	measured area (SF)	(x) % exposed wall	total (SF)
basement level			
essential public facility subgrade area			0
housing unit subgrade area	2008	10.7%	214.9
non-unit subgrade/circulation	80		80
total subgrade area (TSA)			294.9
main level			
essential public facility area			0
housing unit floor area	2068		1972
(32 SF exempt per unit for storage, 3 units)	96		
patio area, projections exceed (4) feet	156		156
non-unit area/circulation	276		276
total			2404
deck area	0		
second level			
essential public facility area			
housing unit floor area	2068		1972
(32 SF exempt per unit for storage, 3 units)	96		
non-unit area/circulation	224		224
total			2196
deck area	156		
proposed floor area*			**4894.9**
total deck area			156
(1) building total			4894.9
(1) total deck area			156

*10% additional FAR flexibility requested as part of PD

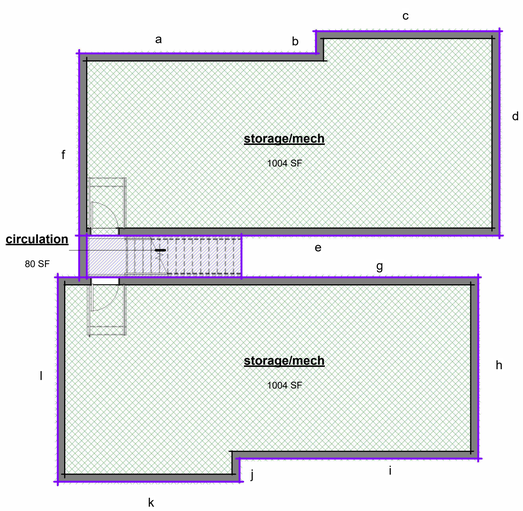
non-unit area/circulation total	580.0		580.0
allocated per unit		(x) % proportionate basis	
studio units	274	6.60%	38.28
2br units	760	18.40%	106.72
3br units	1034	25%	145
total	4136	x (2) each unit type	580



3 upper level area plan
1/8" = 1'-0"



2 main level area plan
1/8" = 1'-0"



1 basement level area plan
1/8" = 1'-0"

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issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 1

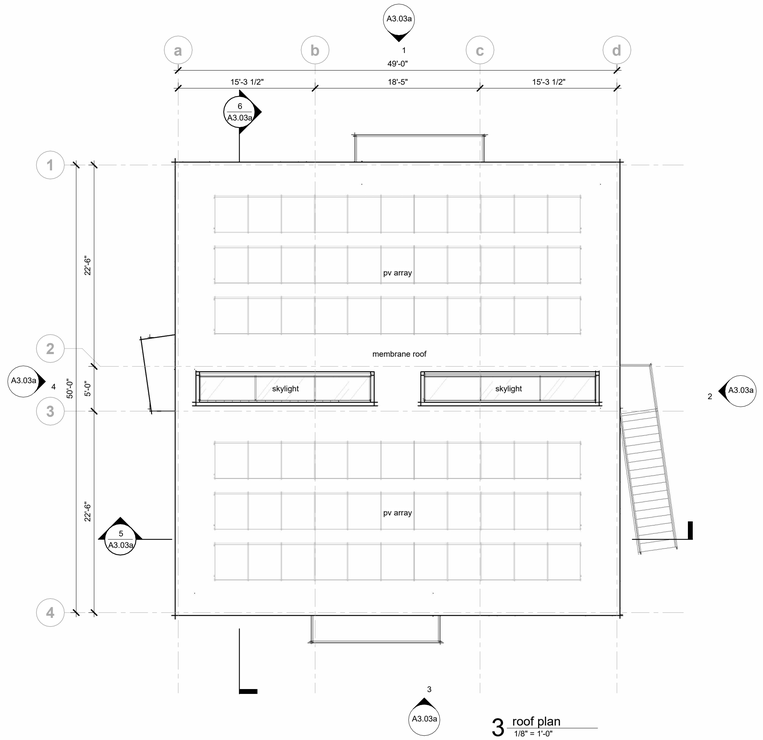
proposed area calculations

no.

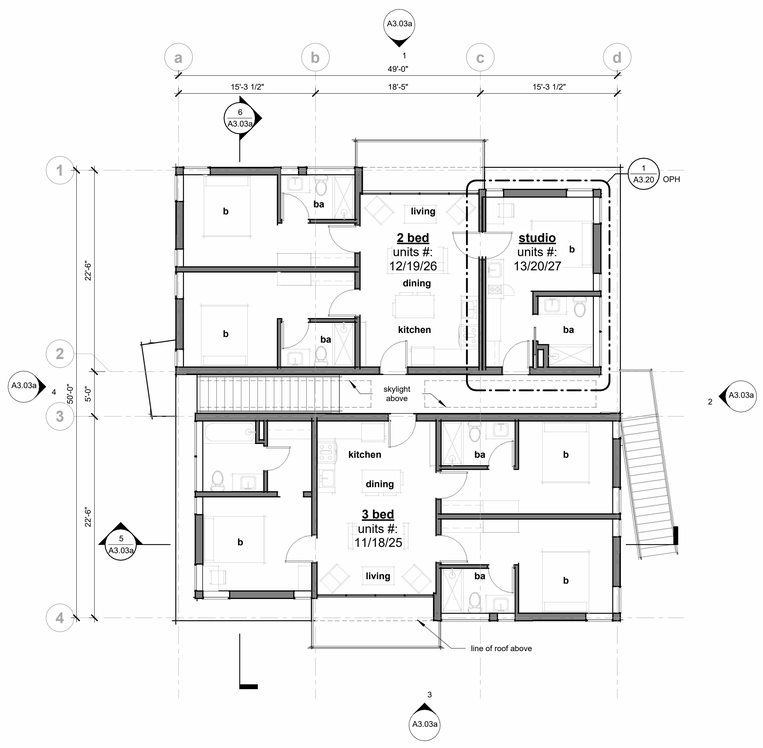
A3.04

scale

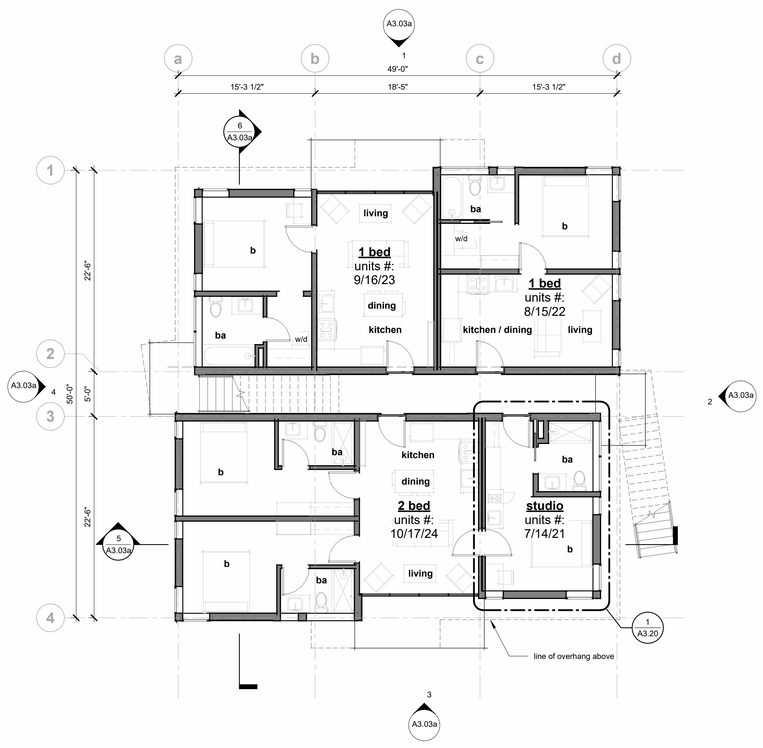
As indicated



3 roof plan
1/8" = 1'-0"



2 upper level plans
1/8" = 1'-0"



1 main level plan
1/8" = 1'-0"

N

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LUA submittal

ACP 2-4

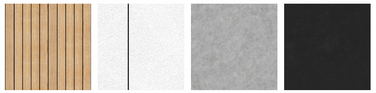
floor plans

no.

A3.02a

scale

1/8" = 1'-0"



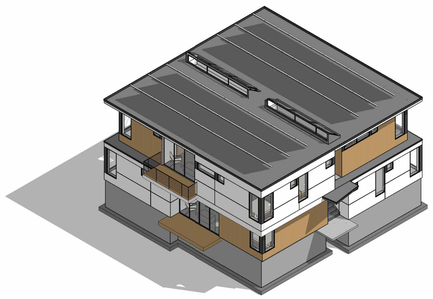
vertical wood siding **sd-1**

white stucco **sd-2** joint reveals

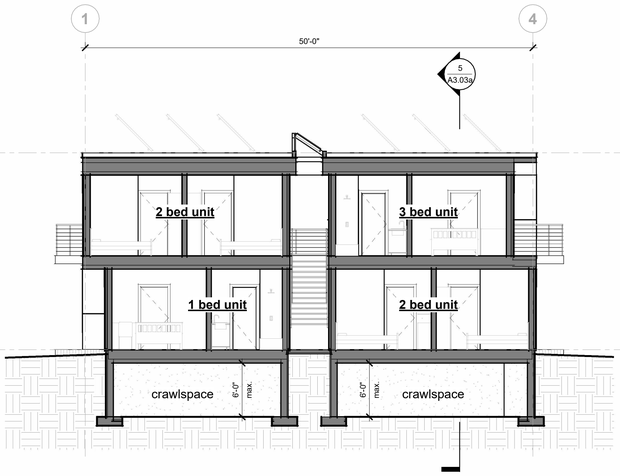
concrete **conc-1**

blackened metal **mt-1**

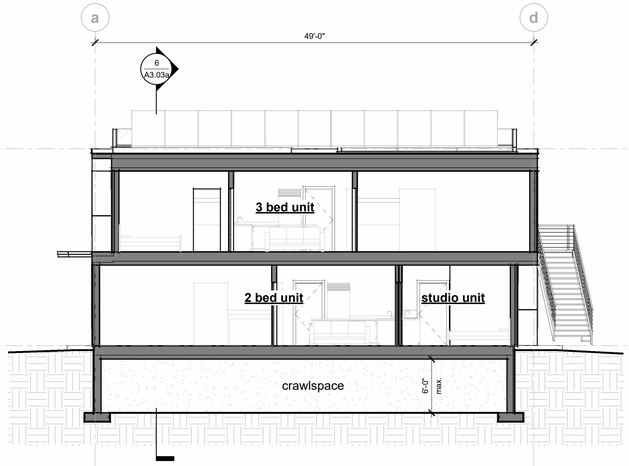
material legend



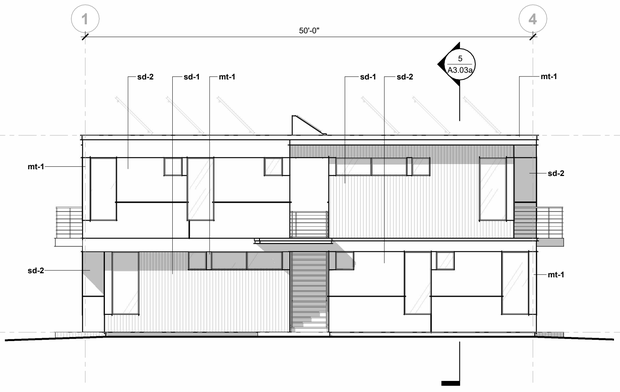
northwest axon



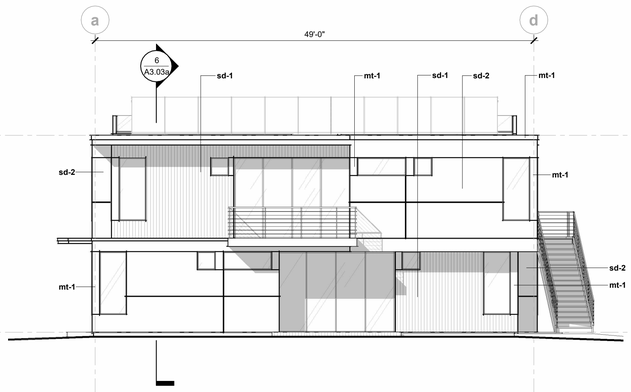
6 n-s section
1/8" = 1'-0"



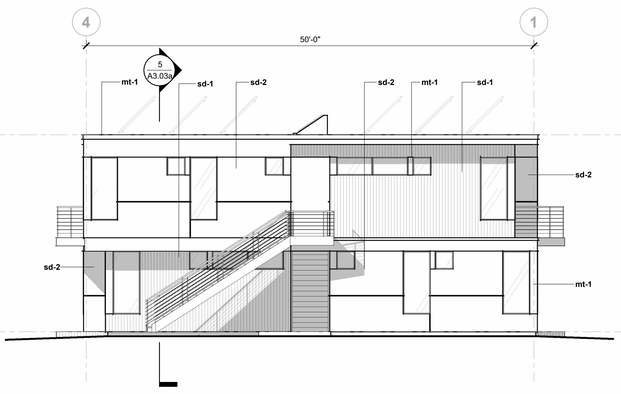
5 e-w section
1/8" = 1'-0"



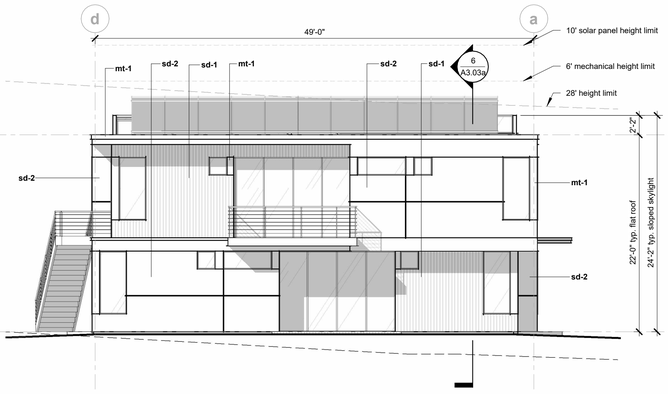
4 west elevation
1/8" = 1'-0"



3 south elevation
1/8" = 1'-0"



2 east elevation
1/8" = 1'-0"



1 north elevation
1/8" = 1'-0"

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LUA submittal	4.30.2025

revisions date

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LUA submittal

ACP 2-4
exterior elevations & building sections

no.

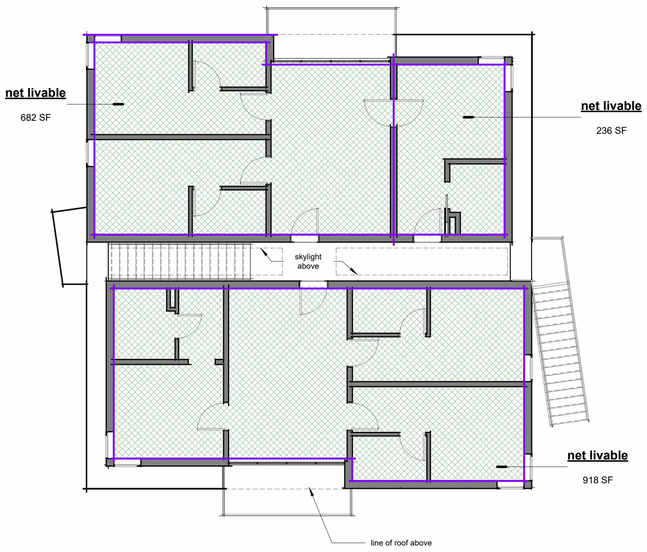
A3.03a

scale

As indicated

proposed net areas

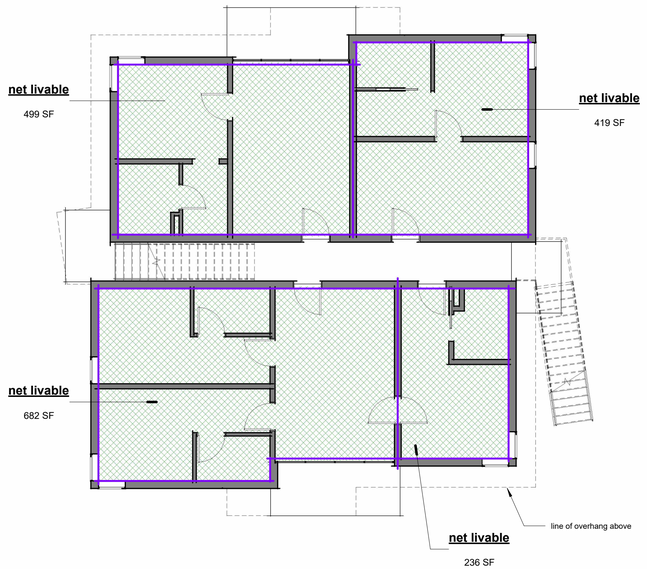
	measured area (SF)	total (SF)
basement level		
essential public facility subgrade area		
net livable subgrade area		0
non-unit subgrade	0	0
total subgrade area		0
main level		
essential public facility		
net livable area	1836	1836
non-unit area		
total		1836
second level		
essential public facility		
net livable area	1836	1836
non-unit area		
total		1836
proposed net unit area		**3672.0**
(3) buildings total		11016



4 upper level net area plan
1/8" = 1'-0"

area legend

- floor area
- essential public facility floor area
- non unit floor area
- deck area
- exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet



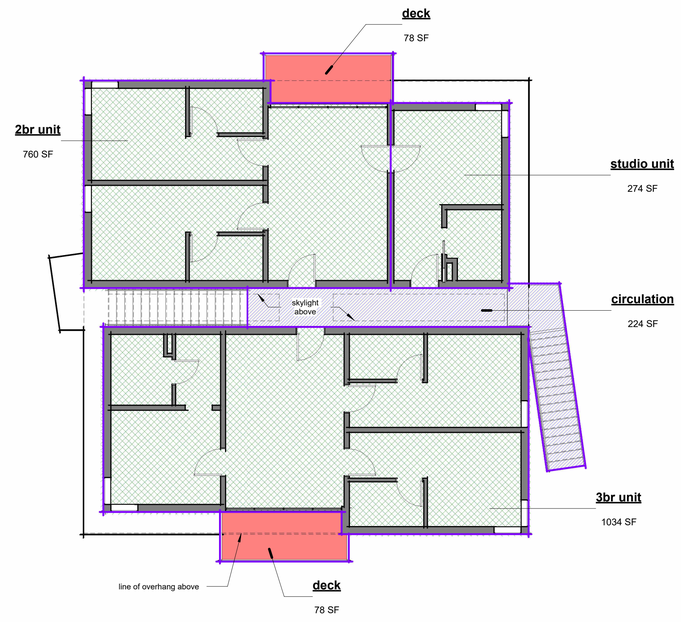
3 main level net area plan
1/8" = 1'-0"

proposed floor areas

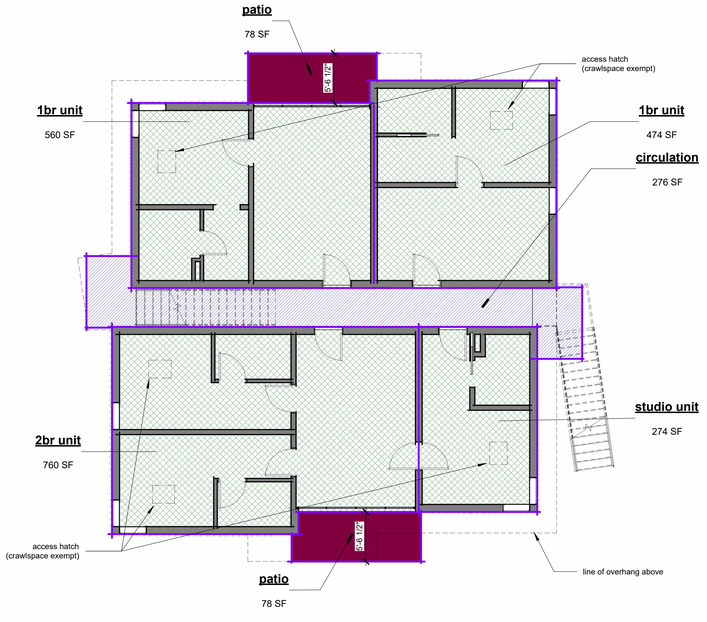
	measured area (SF)	(x) % exposed wall	total (SF)
basement level			
essential public facility subgrade area			0
housing unit subgrade area	0		0.0
non-unit subgrade/circulation	0		0
total subgrade area (TSA)			0.0
main level			
essential public facility area			
housing unit floor area	2068		1940
(32 SF exempt per unit for storage, 4 units)	128		
patio area, projections exceed (4) feet	156		156
non-unit area/circulation	276		276
total			2372
deck area	0		
second level			
essential public facility area			
housing unit floor area	2068		1972
(32 SF exempt per unit for storage, 3 units)	96		
non-unit area/circulation	224		224
total			2196
deck area	156		
proposed floor area*			**4568.0**
total deck area			156
(3) buildings total			13704
(3) total deck area			468

*10% additional FAR flexibility requested as part of PD

non-unit area/circulation total	500		500
allocated per unit		(x) % proportionate basis	
studio units	274	6.60%	33.0
1br units	474	11.50%	57.5
1br units	560	13.50%	67.5
2br units	760	18.40%	92.0
3br units	1034	25%	125.0
total	4136	x (2) studio and 2br units	500.0



2 upper level area plan
1/8" = 1'-0"



1 main level area plan
1/8" = 1'-0"

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Aspen Meadows Campus Planned Development

Aspen Center for Physics
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959

issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 2-4

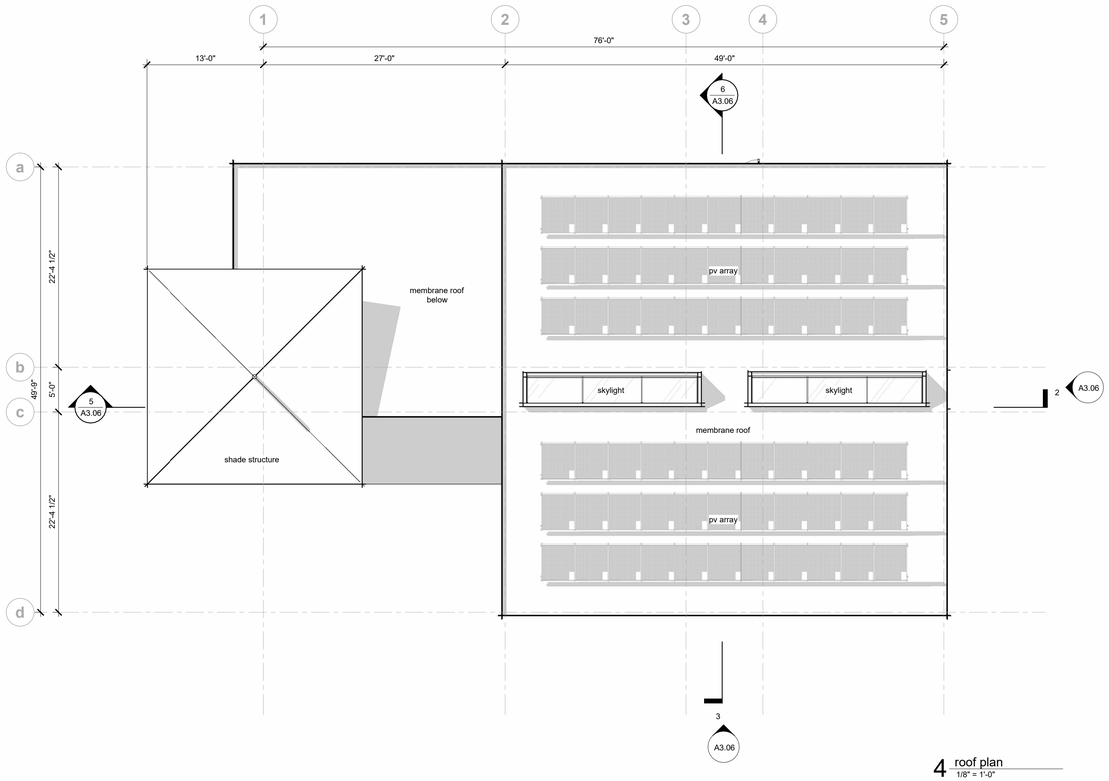
proposed area calculations

no.

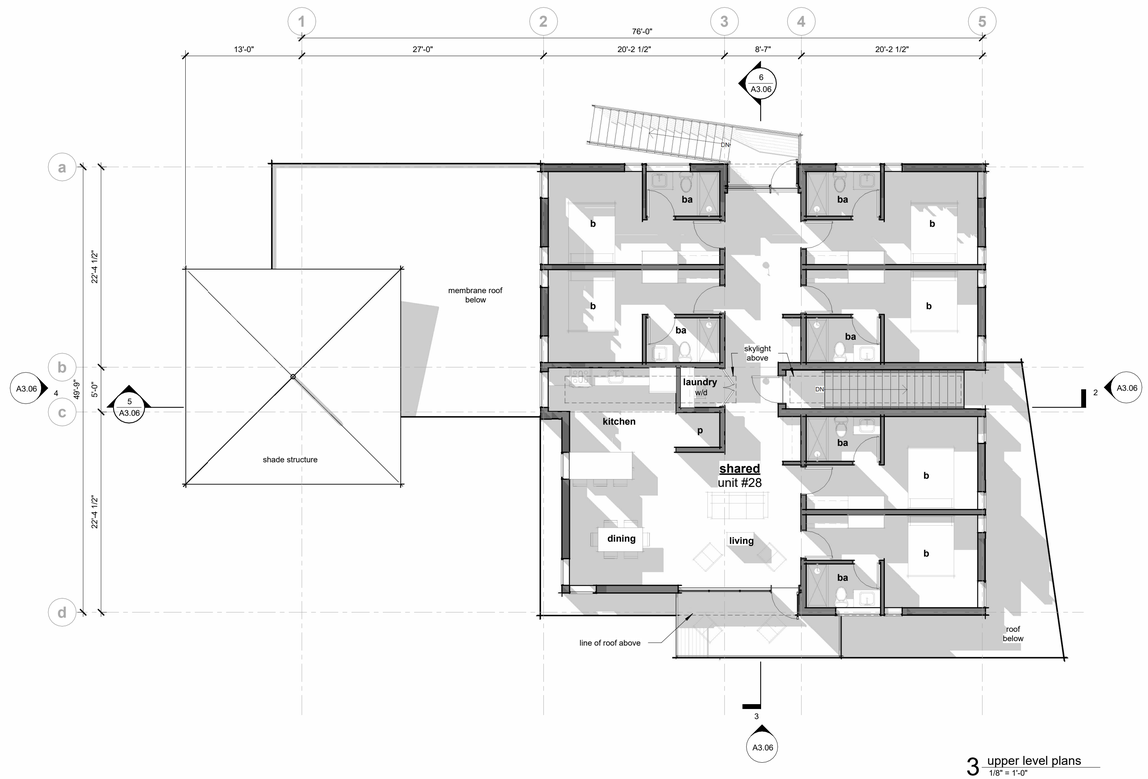
A3.04a

scale

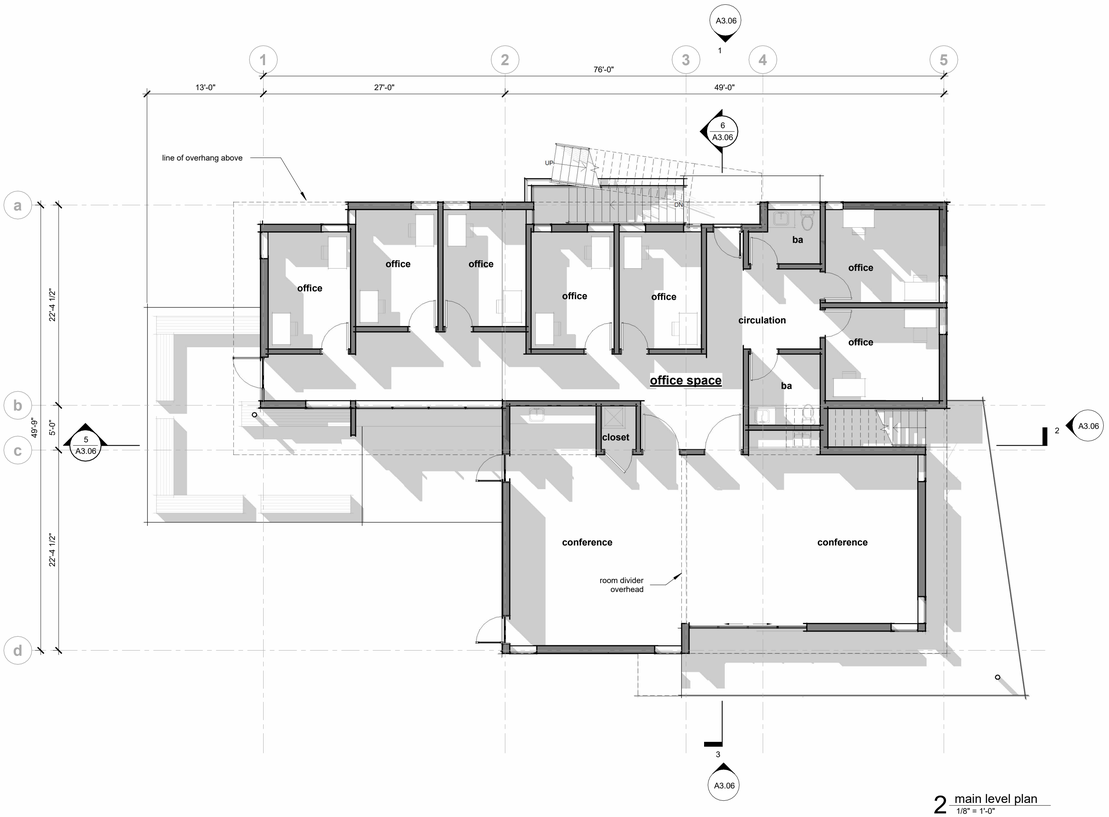
1/8" = 1'-0"



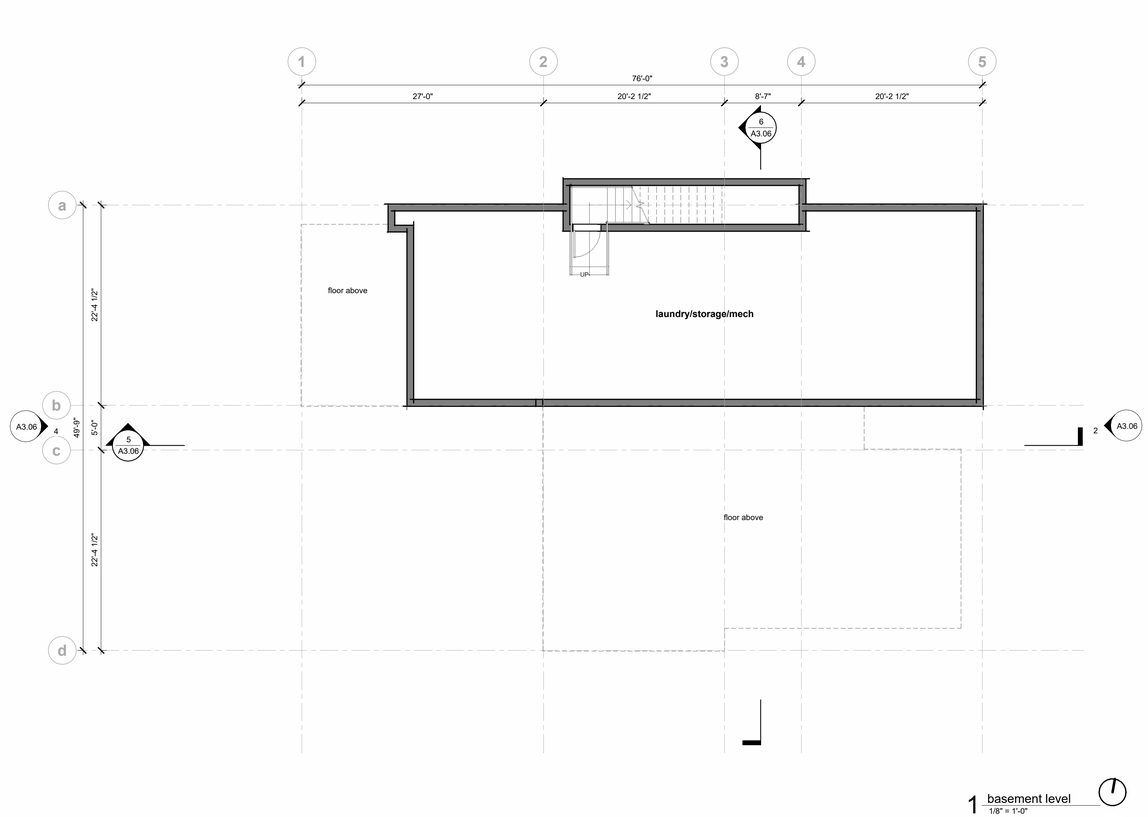
4 roof plan
1/8" = 1'-0"



3 upper level plans
1/8" = 1'-0"



2 main level plan
1/8" = 1'-0"



1 basement level
1/8" = 1'-0"

N

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Aspen, Colorado

960

issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 5

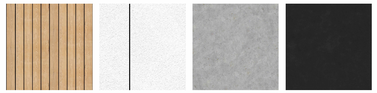
floor plans

no.

A3.05

scale

1/8" = 1'-0"



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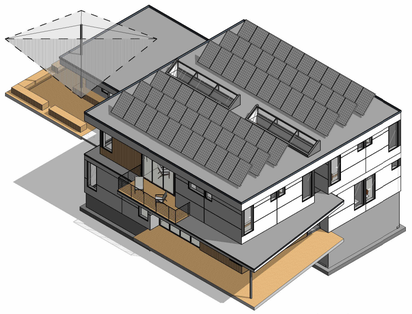
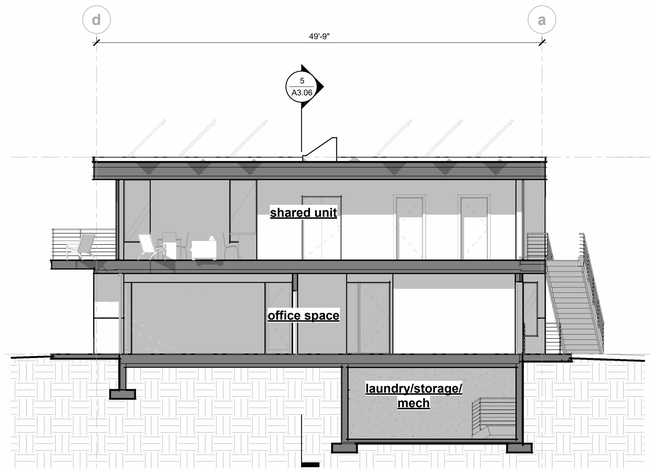
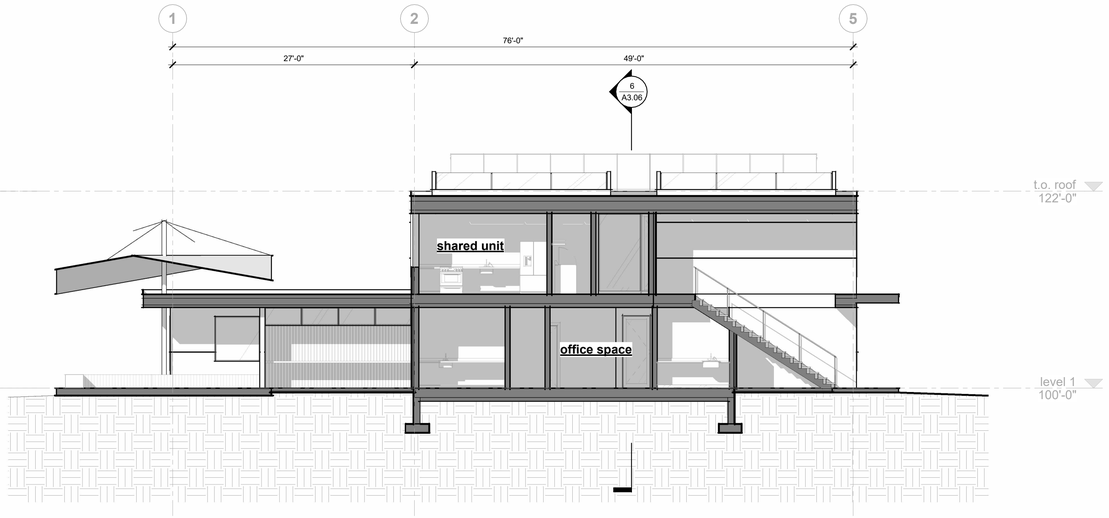


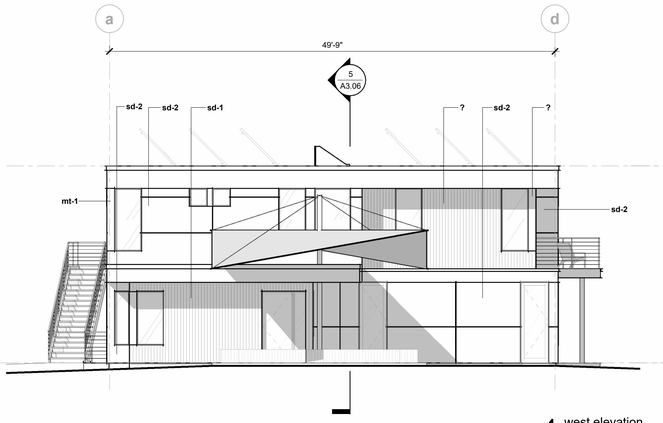
southeast axon



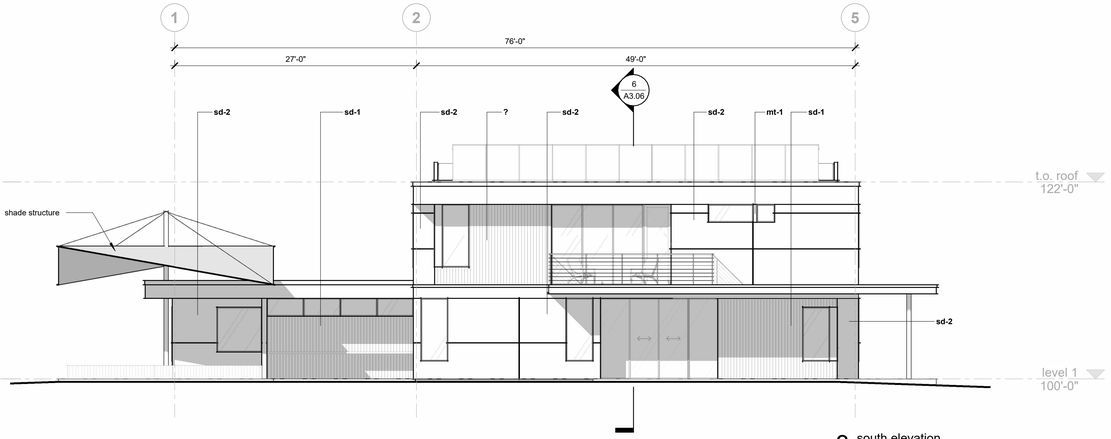
6 n-s section
1/8" = 1'-0"



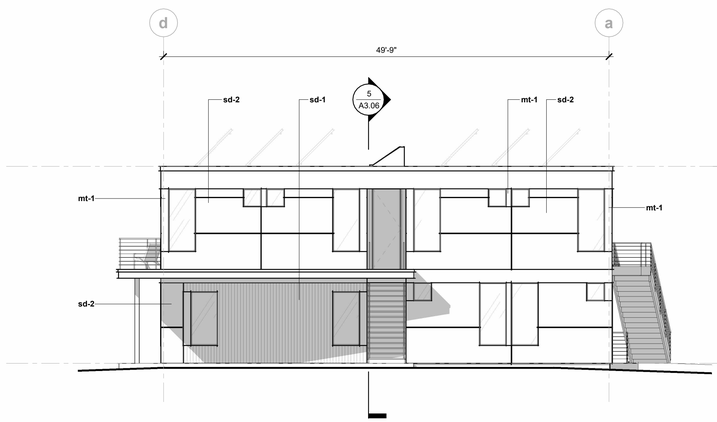
5 e-w section
1/8" = 1'-0"



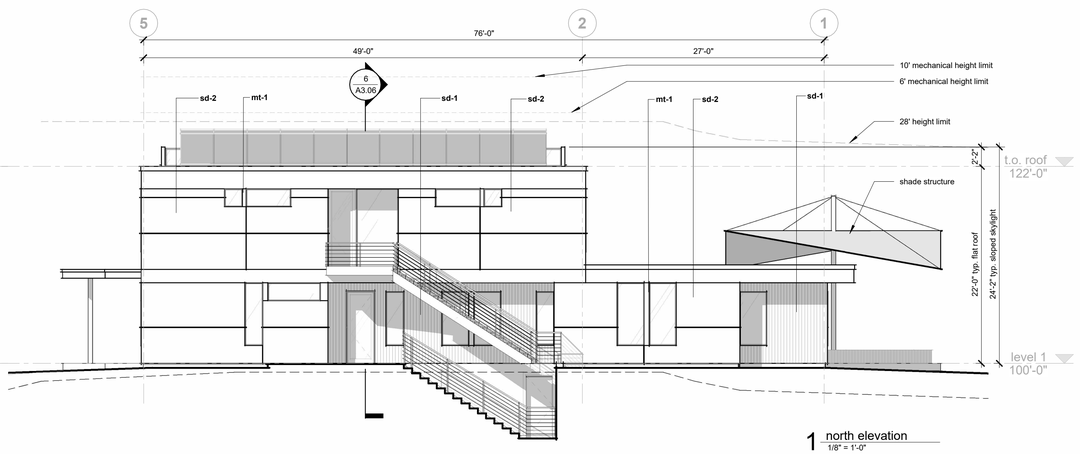
4 west elevation
1/8" = 1'-0"



3 south elevation
1/8" = 1'-0"



2 east elevation
1/8" = 1'-0"



1 north elevation
1/8" = 1'-0"

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Aspen Meadows Campus Planned Development

Aspen Center for Physics
Aspen, Colorado

961

issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 5 exterior elevations & building sections

no.

A3.06

scale

As indicated

area legend

- floor area
- essential public facility floor area
- non-unit floor area
- deck area
- exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet

decks

decks	0 sq. ft. main level 121 sq. ft. upper level
total decks	121 sq. ft
allowable deck area	6,715.9 x .15 = 1,007.4 sq. ft.
total deck area	**121 sq. ft. (n/a to FAR)**

subgrade wall area / exposed wall area

	subgrade wall area	exposed wall area
a.	17 sf	0 sf
b.	20 sf	1 sf
c.	156 sf	10 sf
d.	20 sf	20 sf
e.	204 sf	82 sf
f.	20 sf	1 sf
g.	152 sf	10 sf
h.	180 sf	11 sf
i.	515 sf	4 sf
j.	156 sf	0 sf
totals	1,440 sf	139 sf

subgrade wall calculations

total exposed wall area / total wall area = % exposed wall area
139 sf / 1,440 sf = **9.7% exposed subgrade wall area**

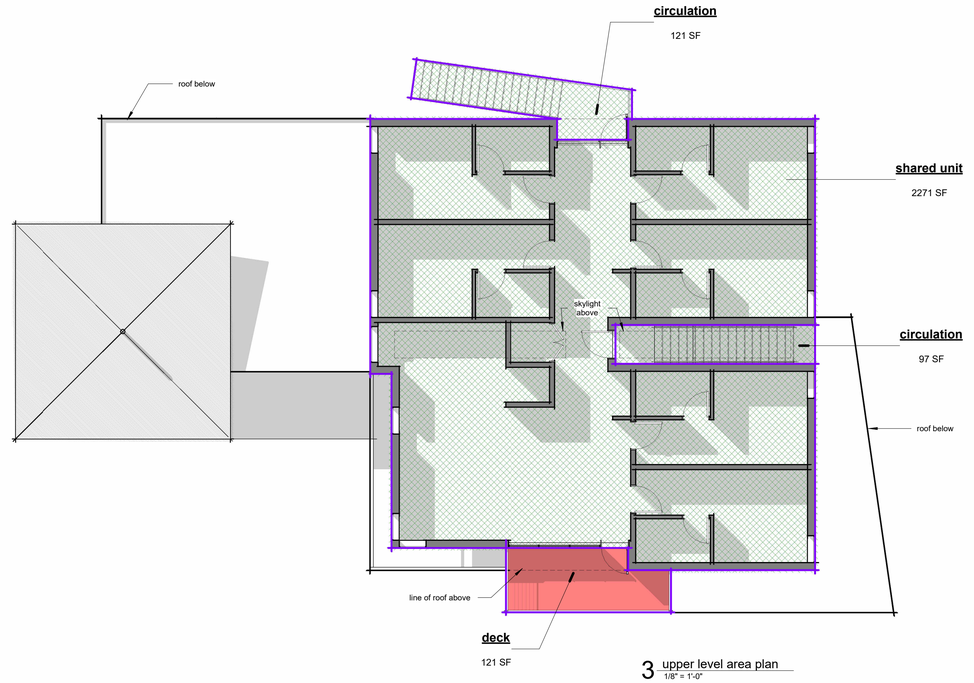
subgrade floor area calculations

total floor area x % exposed wall area
1,403 sf x 10.9% = **144.6 sf subgrade floor area**

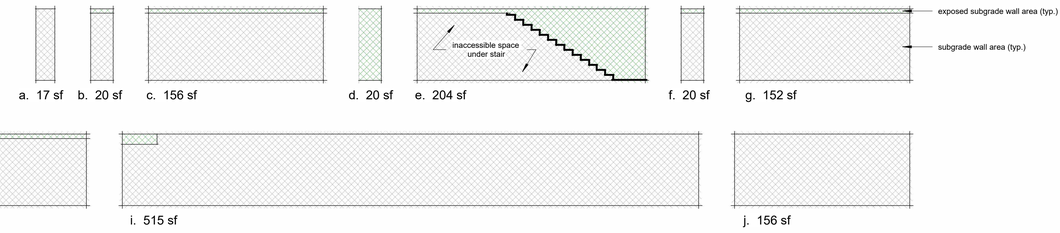
proposed floor areas

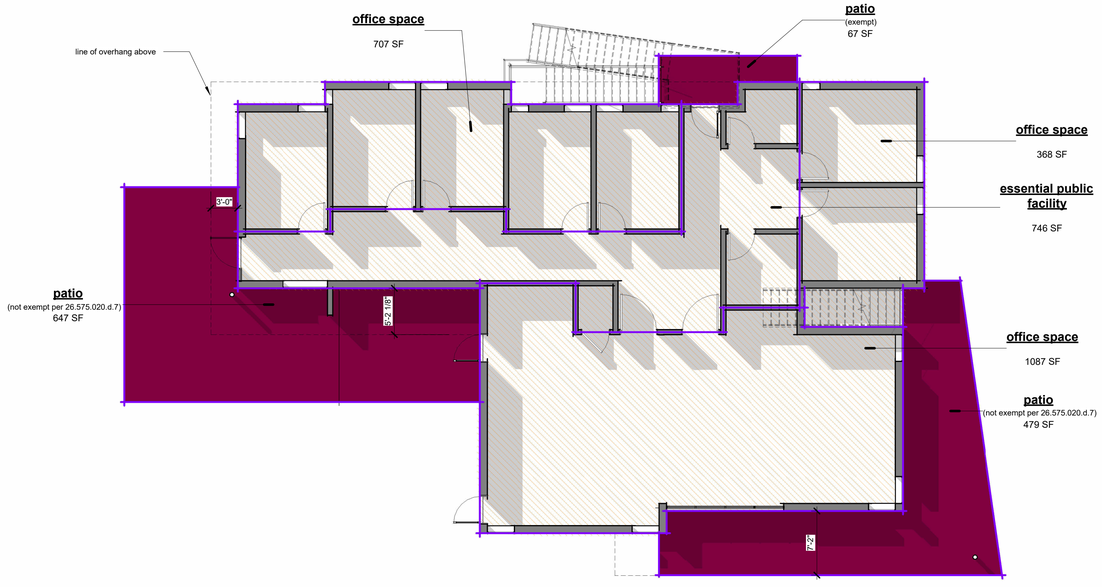
	measured area (SF)	(x) % exposed wall	total (SF)
basement level			
essential public facility subgrade area	1403	10.90%	152.9
housing unit subgrade area			0.0
non-unit subgrade/circulation	72		72
total subgrade area			224.9
main level			
essential public facility area	2908		2908
housing unit floor area			
non-unit area/circulation			
patio area (not exempt)	1126		1126
total			4034
patio area (exempt)	67		
second level			
essential public facility area			
housing unit floor area	2271		
(32 SF exempt per unit for storage)			2239
non-unit area/circulation	218		218
total			2457
deck area	121		
***proposed floor area** *			**6715.9**
total deck area	121		121

*10% additional FAR flexibility requested as part of PD

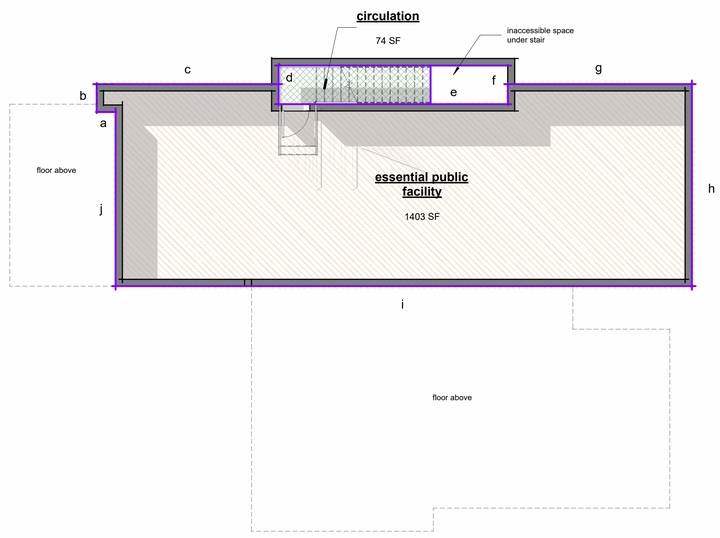


3 upper level area plan
1/8" = 1'-0"





2 main level area plan
1/8" = 1'-0"



1 basement level area plan
1/8" = 1'-0"

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Aspen Meadows Campus Planned Development

Aspen Center for Physics
Aspen, Colorado

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issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 5

proposed area calculations

no.

A3.07a

scale

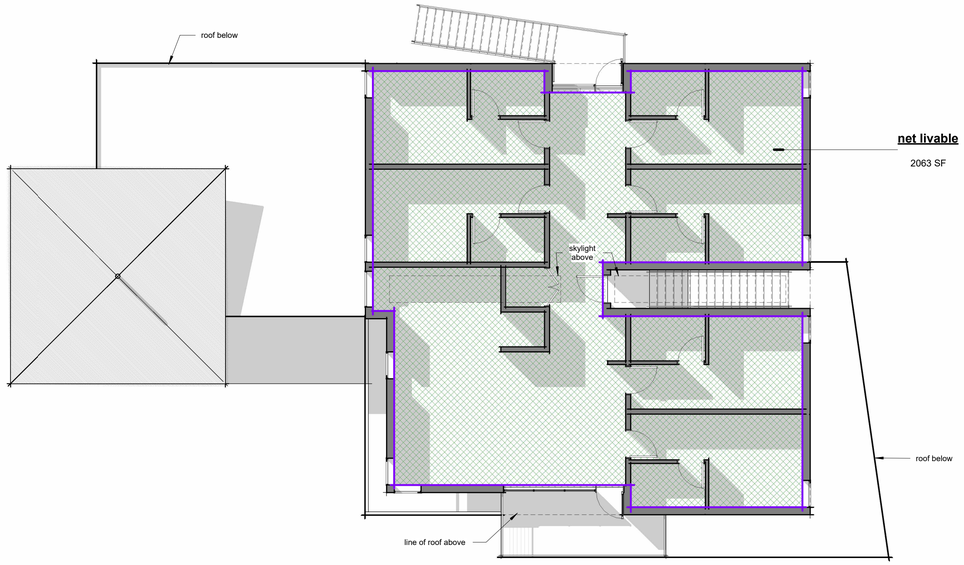
As indicated

area legend

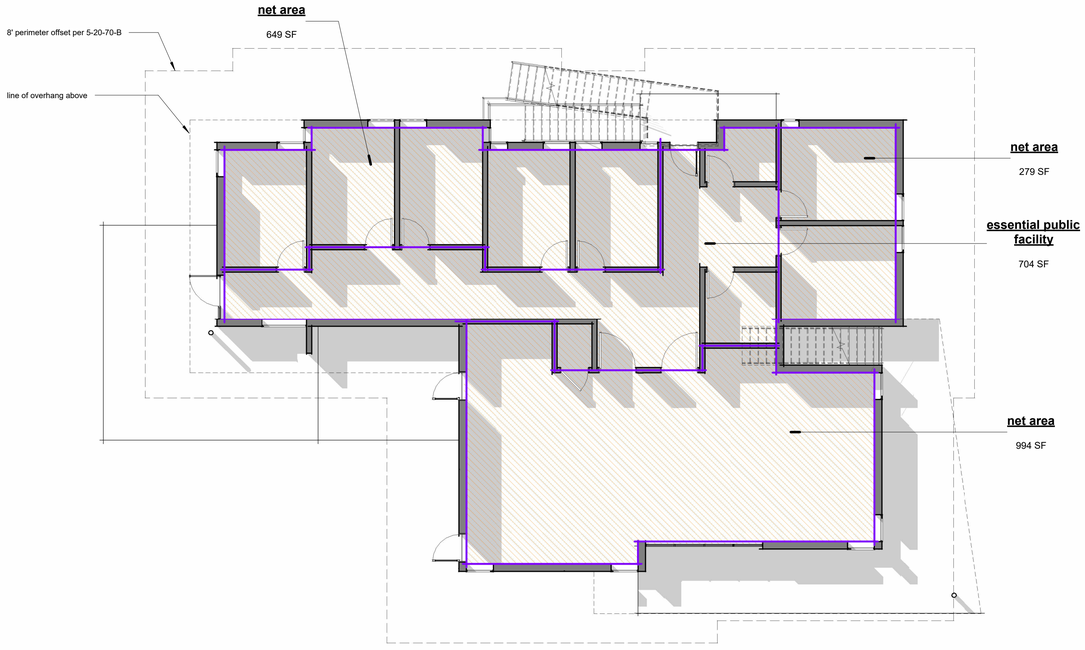
- floor area
- essential public facility floor area
- non-unit floor area
- deck area
- exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet

proposed net areas

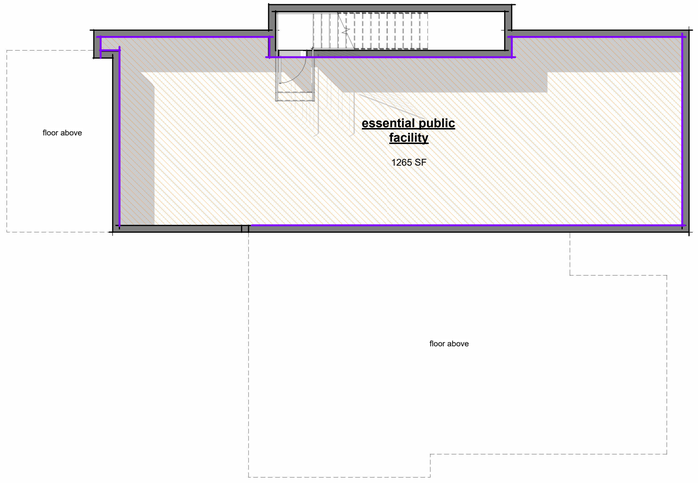
	measured area (SF)	total (SF)
basement level		
essential public facility subgrade area	1265	1265
net livable subgrade area		0
non-unit subgrade		0
total subgrade area		1265
main level		
essential public facility area	2626	2626
net livable area		0
non-unit area		
total		2626
second level		
essential public facility area		
net livable area	2063	2063
non-unit area		
total		2063
proposed net unit area		**5954**



3 upper level net area plan
1/8" = 1'-0"



2 main level net area plan
1/8" = 1'-0"



1 basement level net area plan
1/8" = 1'-0"

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Aspen, Colorado

963

issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 5

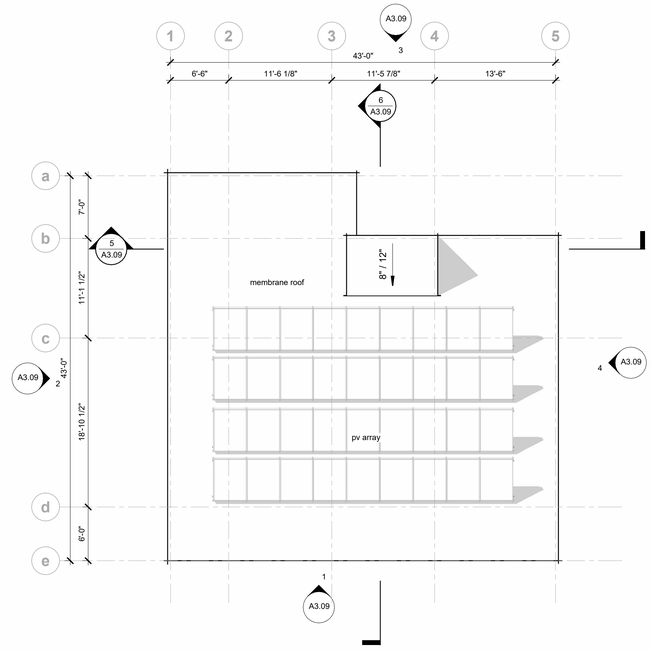
proposed area calculations

no.

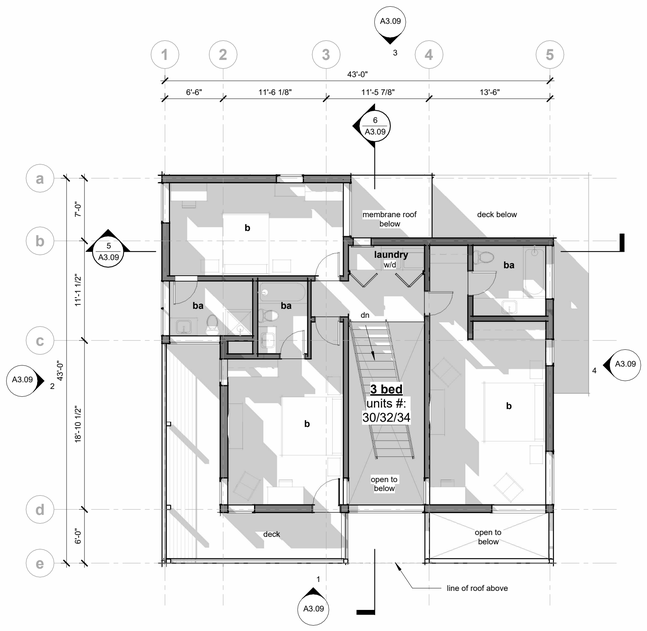
A3.07b

scale

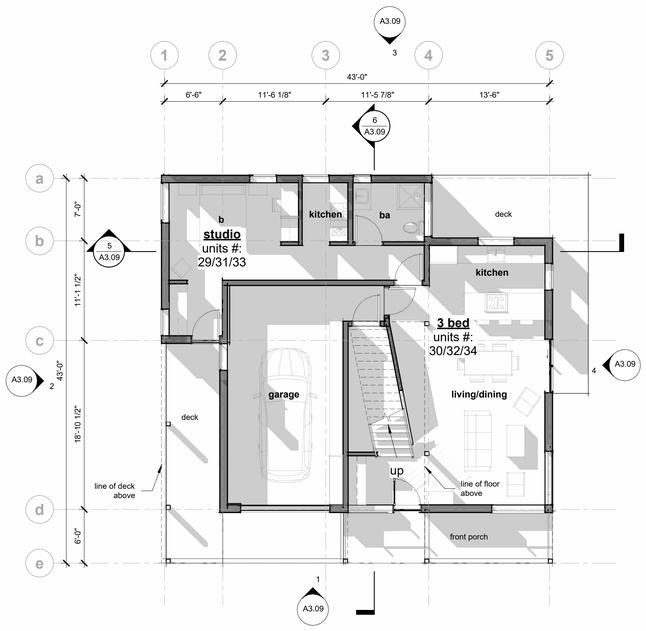
1/8" = 1'-0"



3 roof level plan
1/8" = 1'-0"



2 upper level plans
1/8" = 1'-0"



1 main level plan
1/8" = 1'-0"

N

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issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions	date

name

LUA submittal

ACP 6-8

floor plans

no.

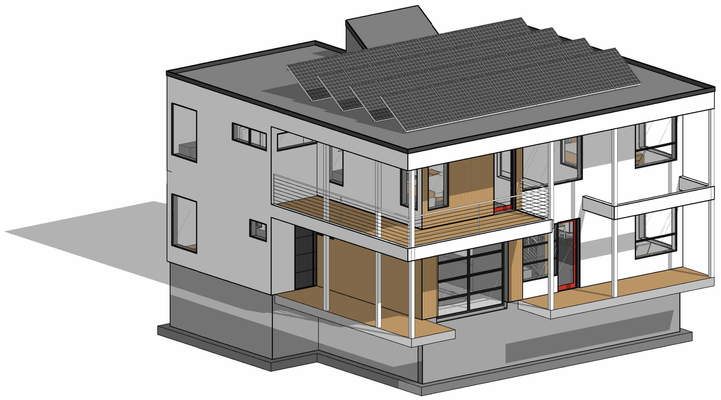
A3.08

scale

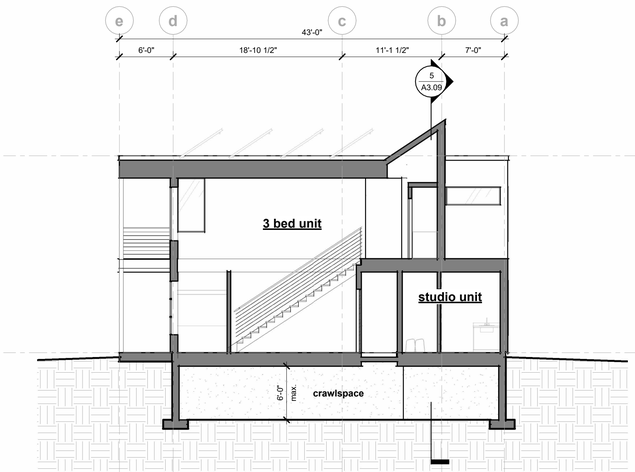
1/8" = 1'-0"



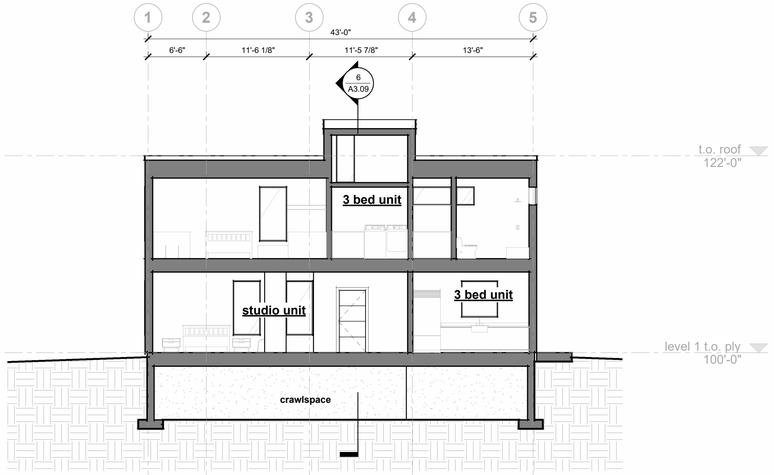
material legend



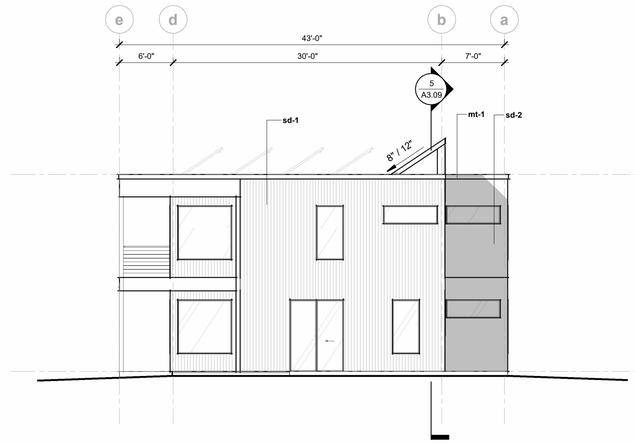
southwest axon



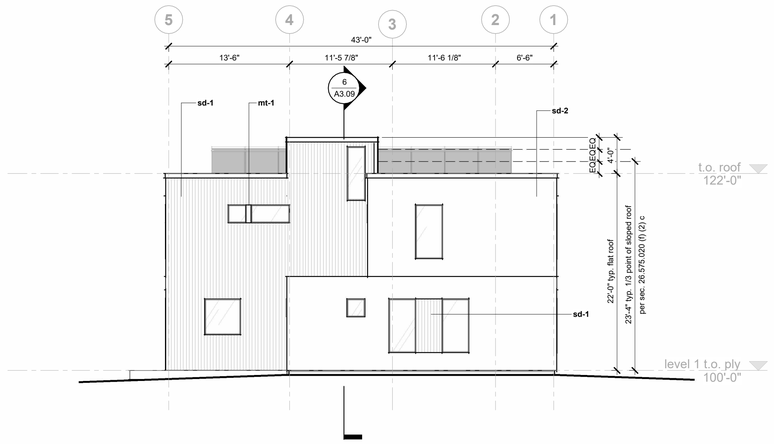
6 n-s section
1/8" = 1'-0"



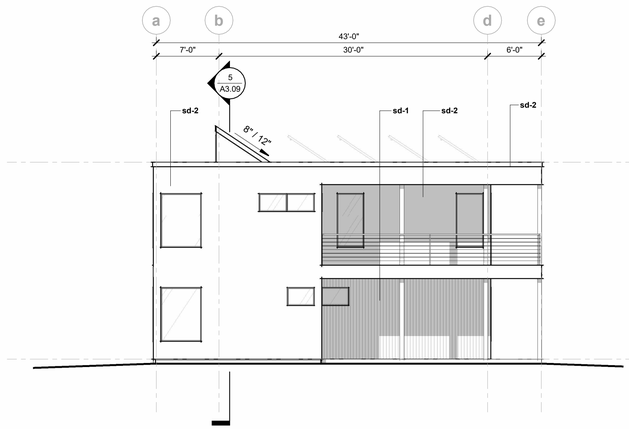
5 e-w section
1/8" = 1'-0"



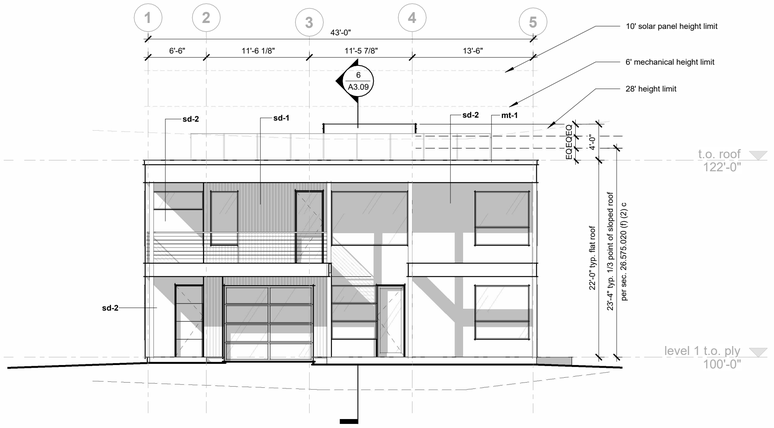
4 east elevation
1/8" = 1'-0"



3 north elevation
1/8" = 1'-0"



2 west elevation
1/8" = 1'-0"



1 south elevation
1/8" = 1'-0"

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issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 6-8 exterior elevations & building sections

no.

A3.09

scale

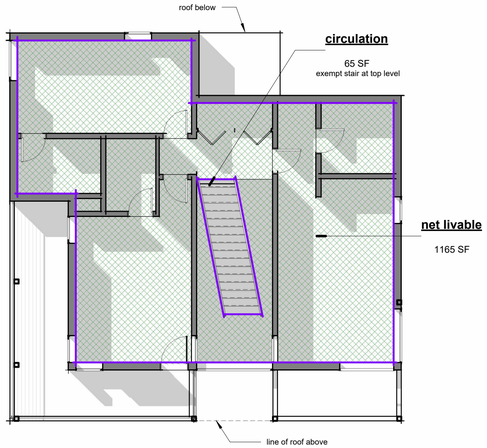
As indicated

area legend

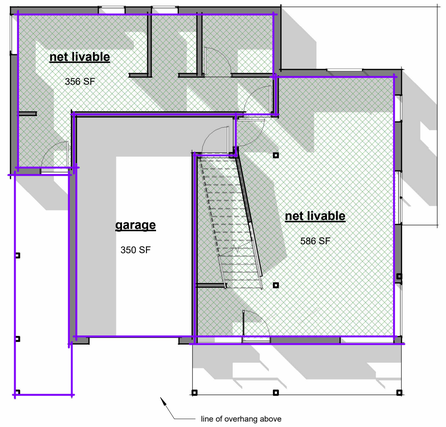
- floor area
- essential public facility floor area
- non-unit floor area
- deck area
- exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet

proposed net floor areas

	measured area (SF)	total (SF)
basement level		
essential public facility subgrade area		0
net livable subgrade area	0	0
non-unit subgrade		0
total subgrade area		0
main level		
essential public facility area		
net livable area	942	942
non-unit area		
garage	350	n/a
total		942
second level		
essential public facility area		
net livable area	1165	1165
non-unit area		
total		1165
proposed net unit area		**2107**
(3) buildings total		6321



4 upper level net area plan
1/8" = 1'-0"

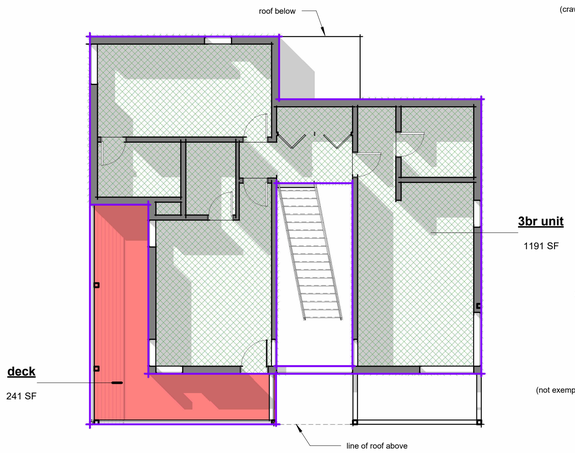


3 main level net area plan
1/8" = 1'-0"

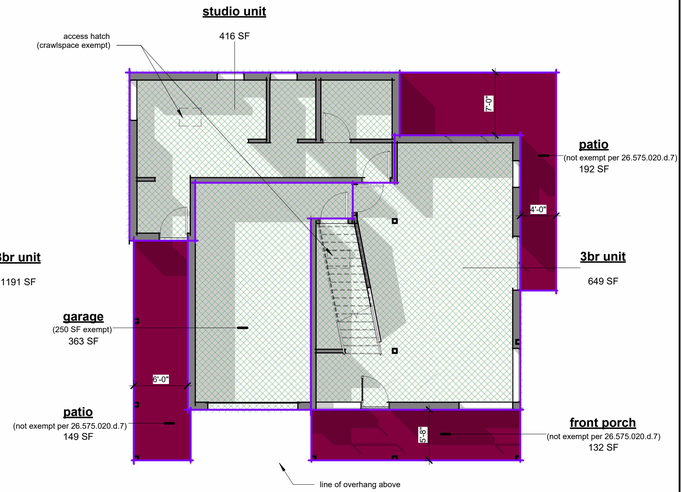
proposed floor areas

	measured area (SF)	(x) % exposed wall	total (SF)
basement level			
essential public facility subgrade area			0
housing unit subgrade area			0.0
non-unit subgrade/circulation			0
total subgrade area			0.0
main level			
essential public facility area			
housing unit floor area	1065		1065
(32 SF exempt per unit for storage, 2 units)	64		
non-unit area/circulation			
patio area, projections exceed (4) feet	473		473
garage	363		113
exempt	250		
total			1651
second level			
essential public facility area			
housing unit floor area	1191		1191
non-unit area			
circulation			0
total			1191
deck area	241		241
proposed floor area*			**2842.0**
total deck area	241		241
(3) buildings total			8526.0
(3) total deck area			723

*10% additional FAR flexibility requested as part of PD



2 upper level area plan
1/8" = 1'-0"



1 main level area plan
1/8" = 1'-0"

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www.harryteaguearchitects.com
970.989.2757 info@teaguearch.com

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Aspen Meadows Campus Planned Development

Aspen Center for Physics
Aspen, Colorado

966

issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 6-8

proposed area calculations

no.

A3.10

scale

1/8" = 1'-0"

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Aspen Center for Physics
Aspen, Colorado

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issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 9

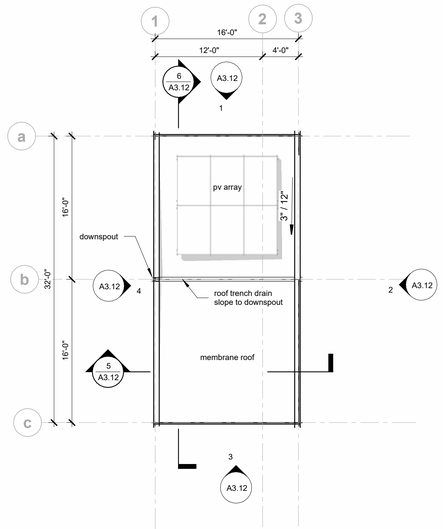
floor plans

no.

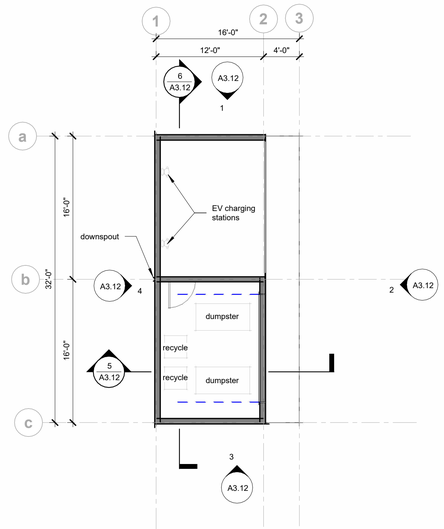
A3.11

scale

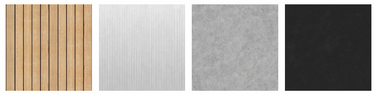
1/8" = 1'-0"



2 roof plan
1/8" = 1'-0"



1 main level plan
1/8" = 1'-0"



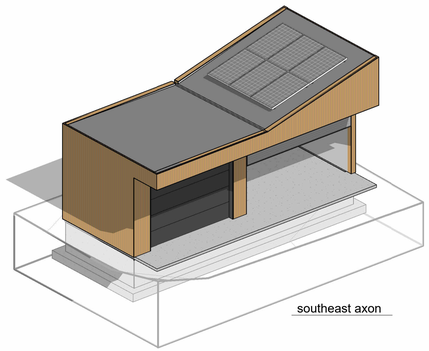
vertical wood siding **sd-1**

polygal **pl-1**

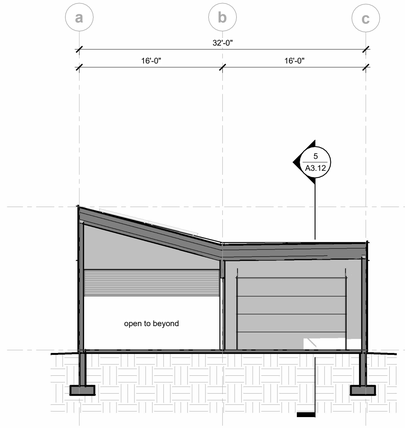
concrete **conc-1**

blackened metal **mt-1**

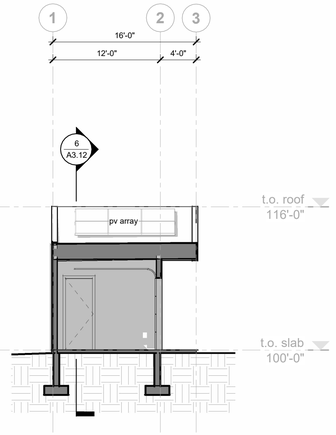
material legend



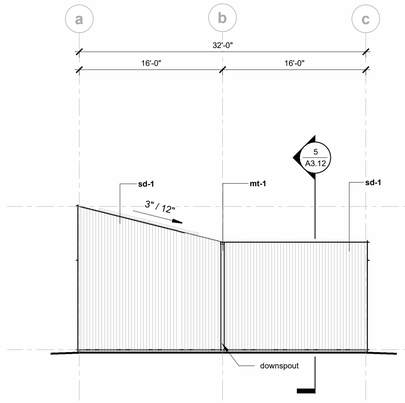
southeast axon



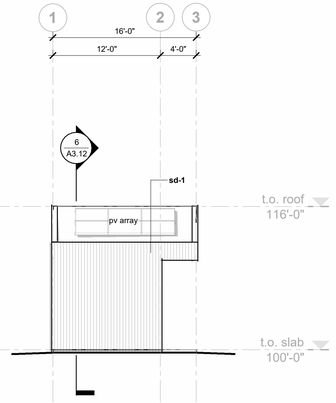
6 n-s section
1/8" = 1'-0"



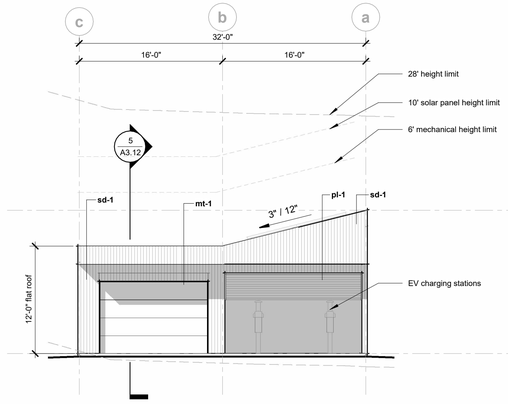
5 e-w section
1/8" = 1'-0"



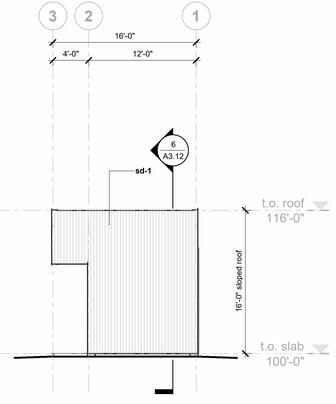
4 west elevation
1/8" = 1'-0"



3 south elevation
1/8" = 1'-0"



2 east elevation
1/8" = 1'-0"



1 north elevation
1/8" = 1'-0"

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Aspen Center for Physics
Aspen, Colorado

968

issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 9

exterior elevations & sections

no.

A3.12

scale

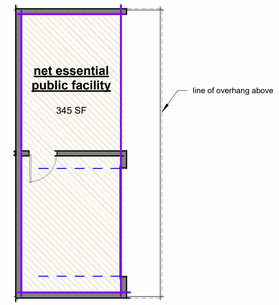
As indicated

proposed net areas

	measured area (SF)	total (SF)
main level		
essential public facility	345	345
net livable area		
non-unit area		
total		345
proposed net unit area		**345.0**
(1) building total		345

area legend

- floor area
- essential public facility floor area
- non unit floor area
- deck area
- exempt patios < 6" from finished grade; counts towards floor area if roof overhangs or similar architectural projections exceed four (4) feet

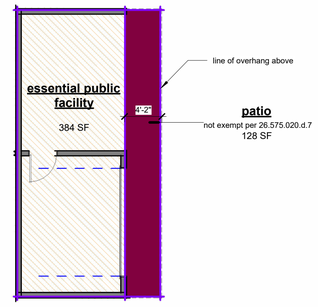


2 main level net area plan
1/8" = 1'-0"

proposed floor areas

	measured area (SF)	(x) % exposed wall	total (SF)
main level			
essential public facility area	384		384
housing unit floor area	0		0
patio area, projections exceed (4) feet	128		128
non-unit area/circulation	0		0
total			512
proposed floor area*			**512.0**
(1) building total			512.0

*10% additional FAR flexibility requested as part of PD



1 main level area plan
1/8" = 1'-0"

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Aspen Center for Physics
Aspen, Colorado

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issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 9

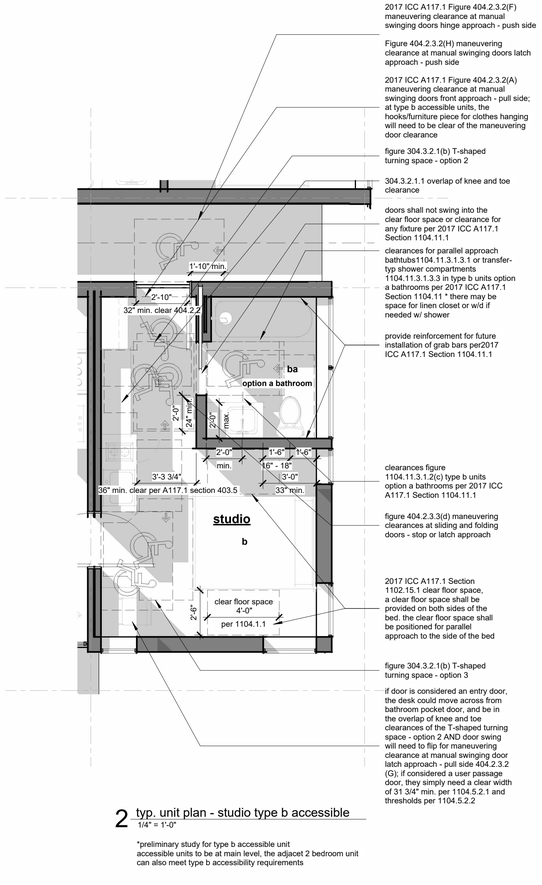
proposed area calculations

no.

A3.13

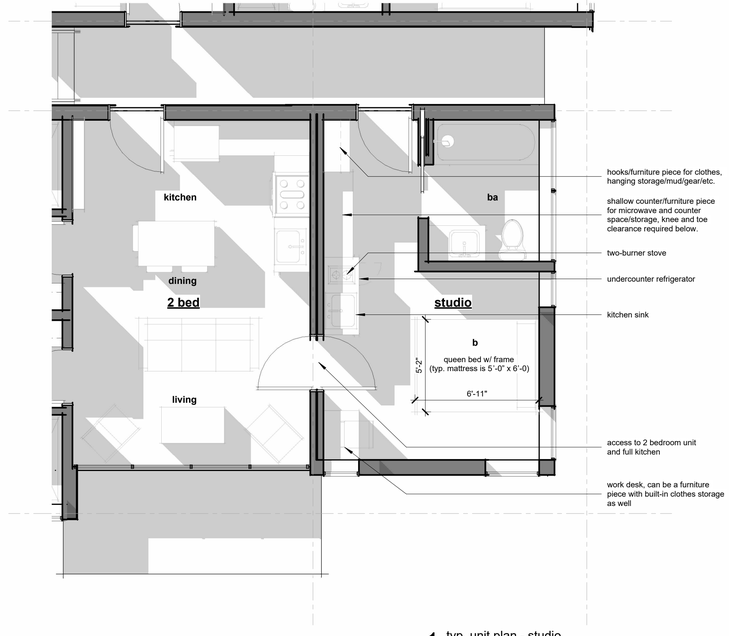
scale

1/8" = 1'-0"



2 typ. unit plan - studio type b accessible
1/4" = 1'-0"

*preliminary study for type b accessible unit
accessible units to be at main level, the adjacet 2 bedroom unit can also meet type b accessibility requirements



1 typ. unit plan - studio
1/4" = 1'-0"

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Aspen Center for Physics
Aspen, Colorado

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issue	date
LUA submittal	9.13.2024
LUA submittal	4.30.2025

revisions date

name

LUA submittal

ACP 1-5

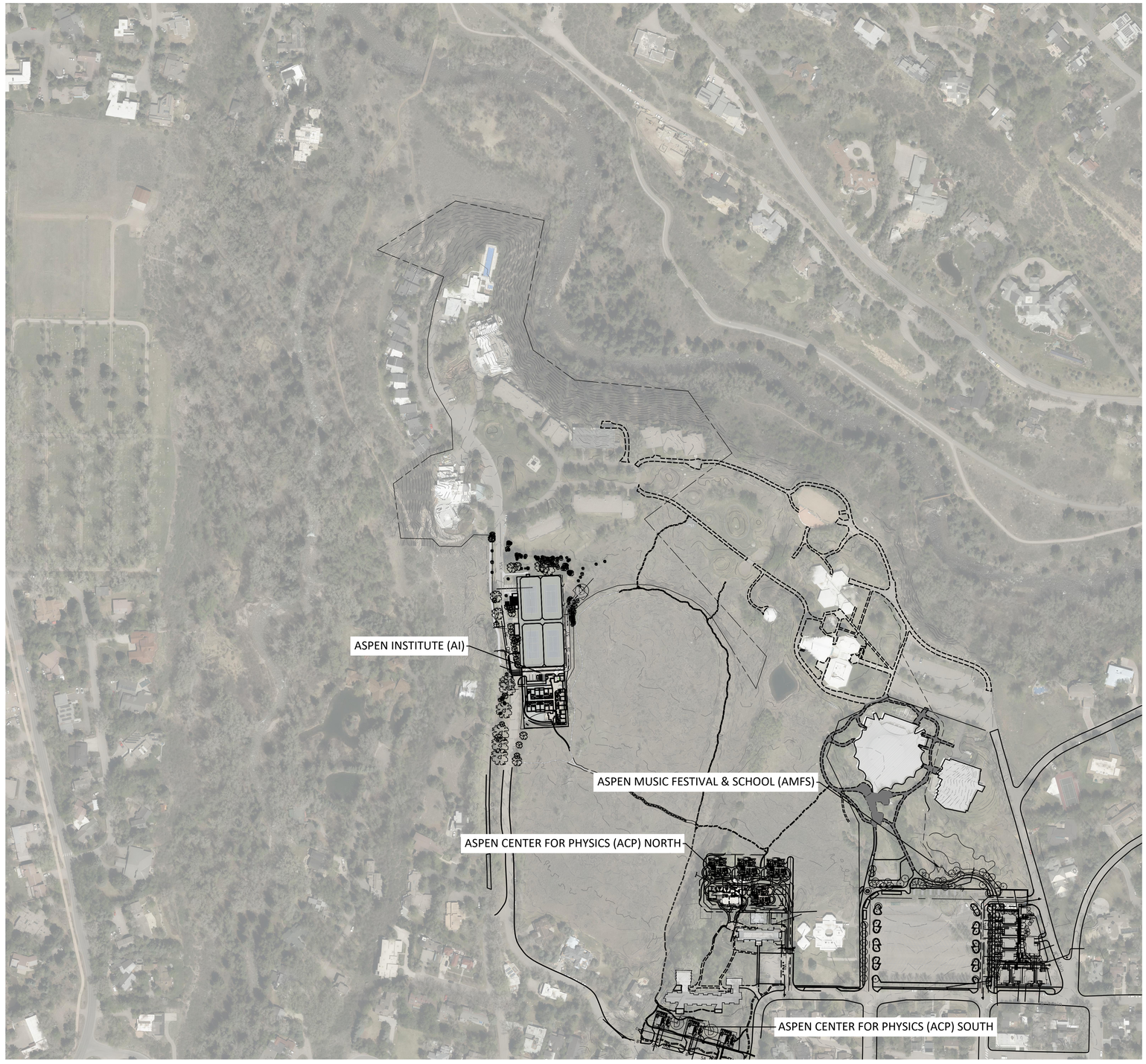
unit plans

no.

A3.20

scale

1/4" = 1'-0"



CIVIL PLAN INDEX

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C1-02 AI - DRY WELL MAINTENANCE ACCESS EXHIBIT
C1-03 AI - UTILITY PLAN
C1-04 AI - DRAINAGE BASIN PLAN
C1-05 AI - STREET DRAINAGE EXHIBIT
C1-06 AI - SNOW STORAGE PLAN

ASPEN MUSIC FESTIVAL & SCHOOL (AMFS):

C2-01 AMFS - GRADING & DRAINAGE PLAN
C2-02 AMFS - GRADING & DRAINAGE BLOWUP
C2-03 AMFS - UTILITY PLAN
C2-04 AMFS - WATER & SEWER PLAN & PROFILES
C2-05 AMFS - DRAINAGE BASIN PLAN
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C2-07 AMFS - SNOW STORAGE PLAN

ASPEN CENTER FOR PHYSICS (ACP):

C3-01 ACP NORTH - GRADING & DRAINAGE PLAN
C3-02 ACP SOUTH - GRADING & DRAINAGE PLAN
C3-03 ACP NORTH - UTILITY PLAN
C3-04 ACP SOUTH - UTILITY PLAN
C3-05 ACP - DRAINAGE BASIN PLAN
C3-06 ACP - STREET DRAINAGE EXHIBIT
C3-07 ACP NORTH - SNOW STORAGE PLAN
C3-08 ACP SOUTH - SNOW STORAGE PLAN

NORTH

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

Know what's **below.** **Call** before you dig.

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704 • 0311 • soprisengineering.com

DATE:	04-30-25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

LAND USE SUBMISSION

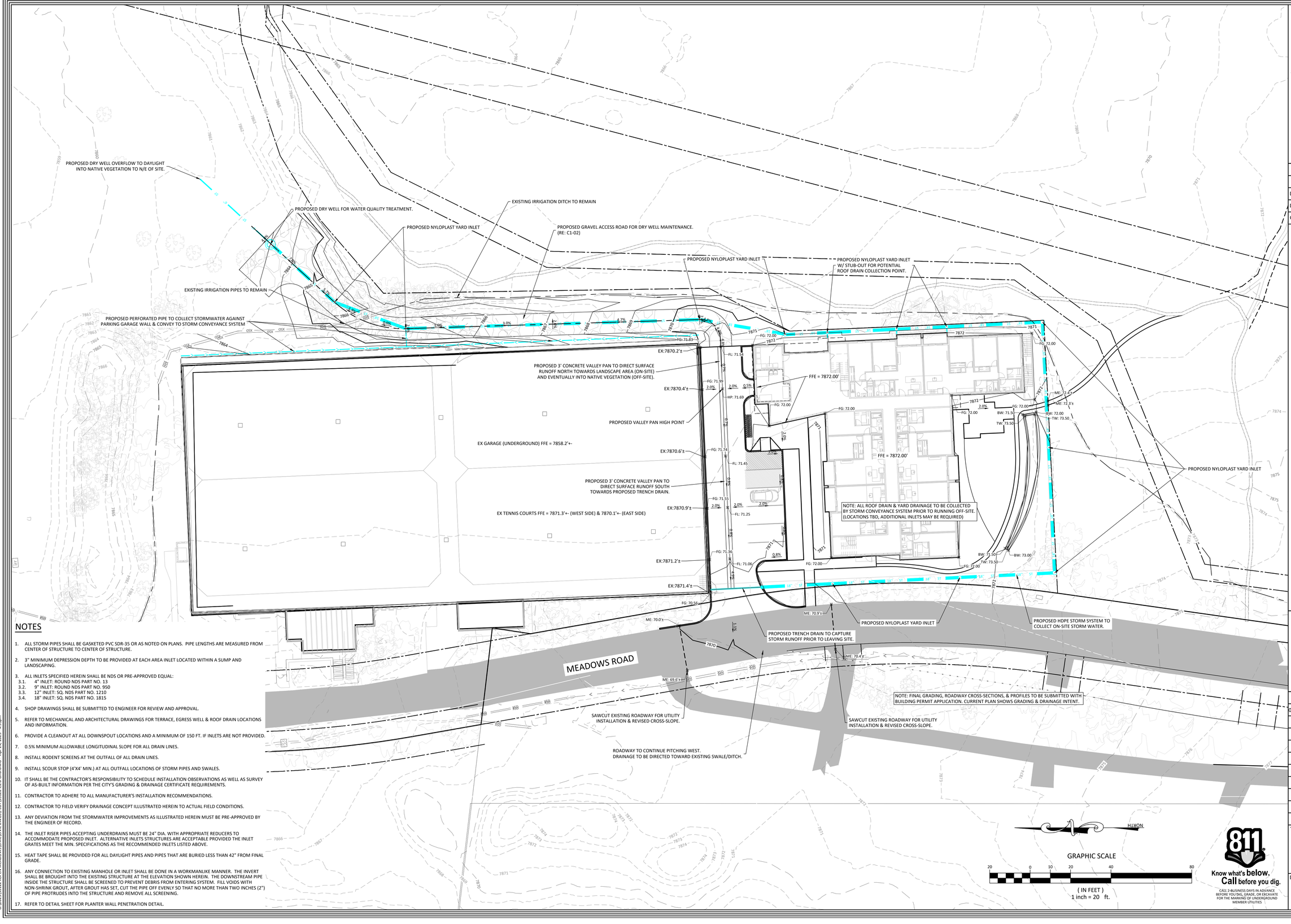
REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
COVER SHEET & GENERAL NOTES

DRAWING NO.
C0-01

G:\2023\33122 ASPEN MEADOWS\Civil\Civil DWGS\PUD\33122-C1-0-SITE.DWG - Apr 24, 2025 - 2:34pm



NOTES

1. ALL STORM PIPES SHALL BE GASKETED PVC SDR-35 OR AS NOTED ON PLANS. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
2. 3" MINIMUM DEPRESSION DEPTH TO BE PROVIDED AT EACH AREA INLET LOCATED WITHIN A SUMP AND LANDSCAPING.
3. ALL INLETS SPECIFIED HEREIN SHALL BE NDS OR PRE-APPROVED EQUAL:
   - 3.1. 4" INLET: ROUND NDS PART NO. 13
   - 3.2. 9" INLET: ROUND NDS PART NO. 950
   - 3.3. 12" INLET: SQ. NDS PART NO. 1210
   - 3.4. 18" INLET: SQ. NDS PART NO. 1815
4. SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL.
5. REFER TO MECHANICAL AND ARCHITECTURAL DRAWINGS FOR TERRACE, EGRESS WELL & ROOF DRAIN LOCATIONS AND INFORMATION.
6. PROVIDE A CLEANOUT AT ALL DOWNSPOUT LOCATIONS AND A MINIMUM OF 150 FT. IF INLETS ARE NOT PROVIDED.
7. 0.5% MINIMUM ALLOWABLE LONGITUDINAL SLOPE FOR ALL DRAIN LINES.
8. INSTALL RODENT SCREENS AT THE OUTFALL OF ALL DRAIN LINES.
9. INSTALL SCOUR STOP (4'X4' MIN.) AT ALL OUTFALL LOCATIONS OF STORM PIPES AND SWALES.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE INSTALLATION OBSERVATIONS AS WELL AS SURVEY OF AS-BUILT INFORMATION PER THE CITY'S GRADING & DRAINAGE CERTIFICATE REQUIREMENTS.
11. CONTRACTOR TO ADHERE TO ALL MANUFACTURER'S INSTALLATION RECOMMENDATIONS.
12. CONTRACTOR TO FIELD VERIFY DRAINAGE CONCEPT ILLUSTRATED HEREIN TO ACTUAL FIELD CONDITIONS.
13. ANY DEVIATION FROM THE STORMWATER IMPROVEMENTS AS ILLUSTRATED HEREIN MUST BE PRE-APPROVED BY THE ENGINEER OF RECORD.
14. THE INLET RISER PIPES ACCEPTING UNDERDRAINS MUST BE 24" DIA. WITH APPROPRIATE REDUCERS TO ACCOMMODATE PROPOSED INLET . ALTERNATIVE INLETS STRUCTURES ARE ACCEPTABLE PROVIDED THE INLET GRATES MEET THE MIN. SPECIFICATIONS AS THE RECOMMENDED INLETS LISTED ABOVE.
15. HEAT TAPE SHALL BE PROVIDED FOR ALL DAYLIGHT PIPES AND PIPES THAT ARE BURIED LESS THAN 42" FROM FINAL GRADE.
16. ANY CONNECTION TO EXISTING MANHOLE OR INLET SHALL BE DONE IN A WORKMANLIKE MANNER. THE INVERT SHALL BE BROUGHT INTO THE EXISTING STRUCTURE AT THE ELEVATION SHOWN HEREIN. THE DOWNSTREAM PIPE INSIDE THE STRUCTURE SHALL BE SCREENED TO PREVENT DEBRIS FROM ENTERING SYSTEM. FILL VOIDS WITH NON-SHRINK GROUT, AFTER GROUT HAS SET, CUT THE PIPE OFF EVENLY SO THAT NO MORE THAN TWO INCHES (2") OF PIPE PROTRUDES INTO THE STRUCTURE AND REMOVE ALL SCREENING.
17. REFER TO DETAIL SHEET FOR PLANTER WALL PENETRATION DETAIL.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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(970) 704-0311 • soprisengineering.com

DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

LAND USE SUBMISSION

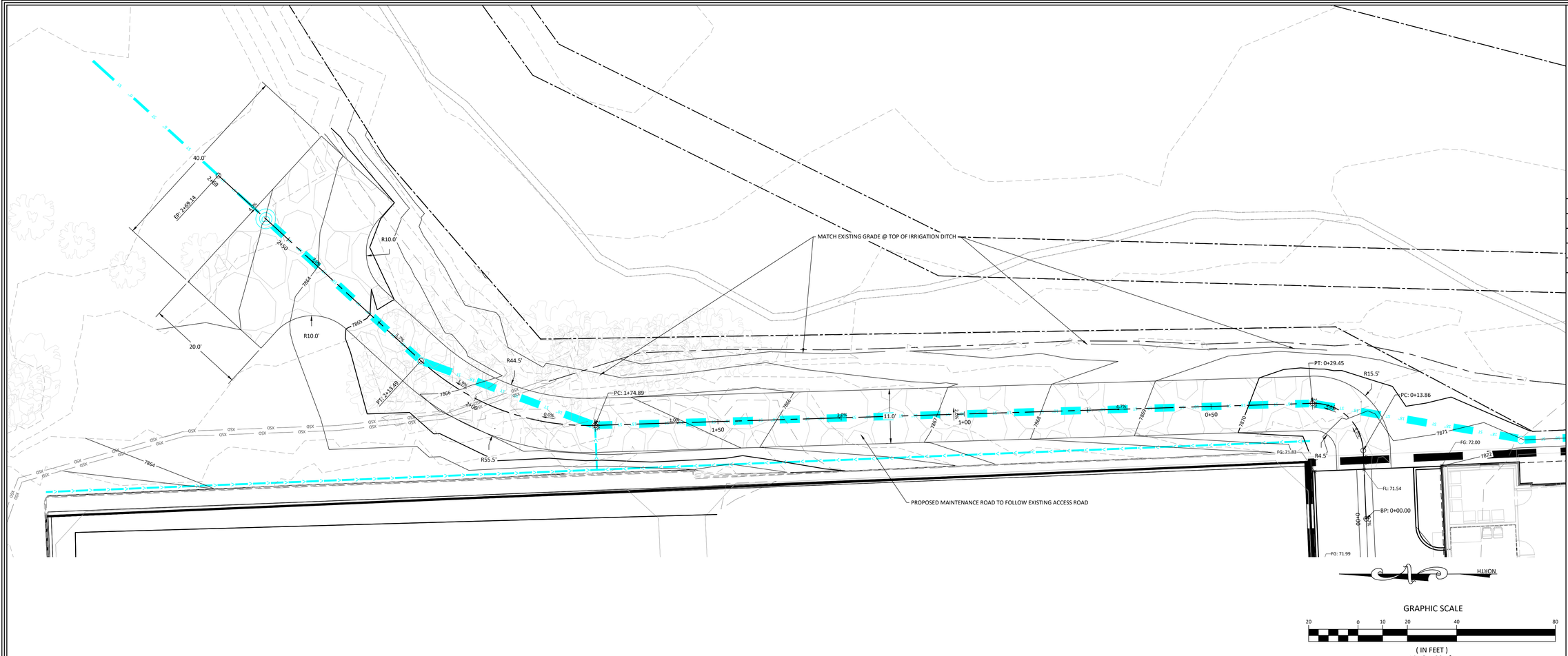
REGIONAL STAMP

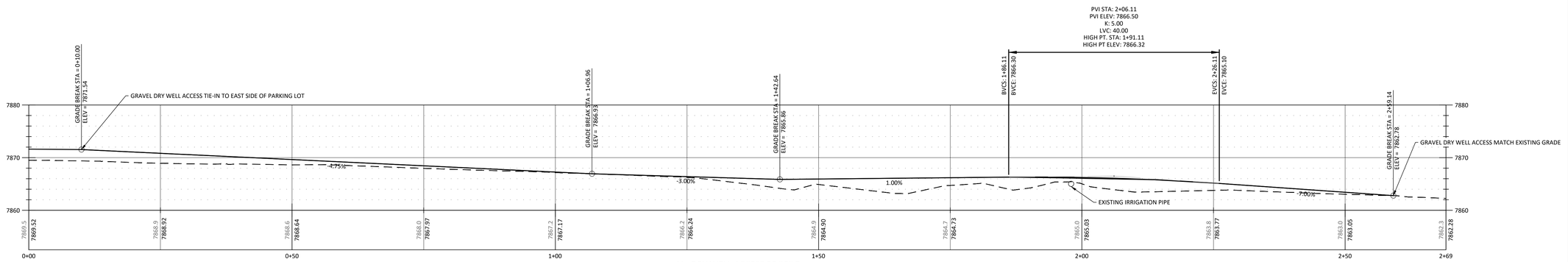
DATE	REVISION
00/00/00	XXX

TITLE
AI - GRADING & DRAINAGE PLAN

DRAWING NO.
C1-01

G:\2023\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C1-01-GRD.DWG - Apr 24, 2025 - 4:53pm





AI - DRY WELL ACCESS PROFILE

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(970) 704-0311 • soprisengineering.com

DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
AI - DRY WELL ACCESS EXHIBIT

DRAWING NO.
C1-02

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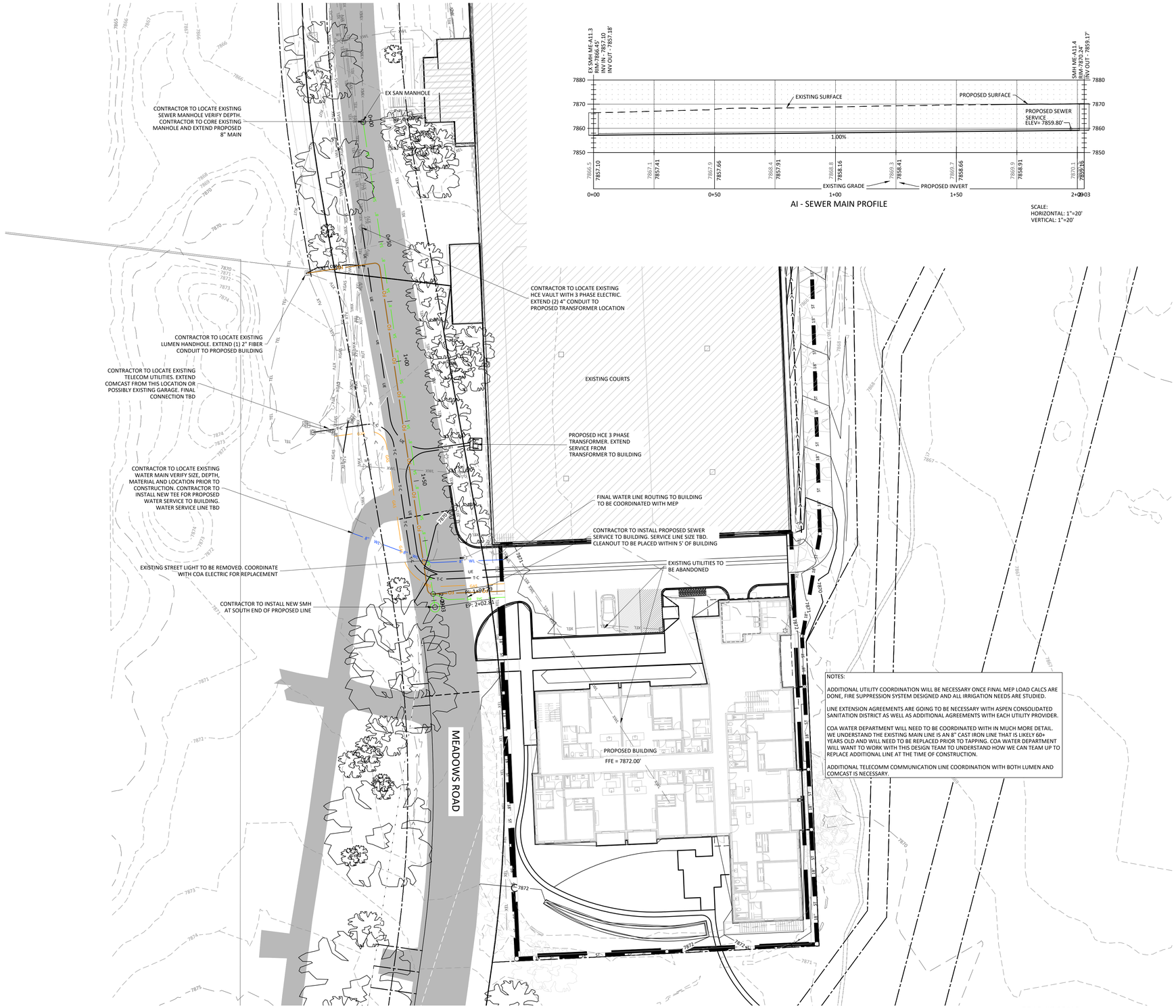


AI - SEWER MAIN PROFILE

SCALE:
HORIZONTAL: 1"=20'
VERTICAL: 1"=20'

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

GENERAL UTILITY NOTES:

1. CONTRACTOR TO COORDINATE ABANDONMENT, RELOCATION, AND BURIAL OF THE EXISTING UTILITIES WITH THE UTILITY PROVIDERS. CONTRACTOR TO PROVIDE ALL TRENCHING, BEDDING, AND BACKFILL WORK NECESSARY FOR UTILITY RELOCATION. THE UTILITY PROVIDER IS TO PERFORM ALL LINEWORK NECESSARY.
2. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION OPERATIONS WITHIN THE LIMITS OF CONSTRUCTION. CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER(S) INVOLVED.
3. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON UTILITY MAPS, LOCATES OR OTHER INFORMATION PROVIDED BY UTILITY COMPANIES AND ACTUAL FIELD LOCATIONS IN SOME INSTANCES. THESE UTILITIES, AS SHOWN MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.
4. ALL UTILITIES, BOTH UNDERGROUND AND OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.
5. CONTRACTOR TO COORDINATE ALL UTILITY LINEWORK WITH THE RESPECTIVE UTILITY COMPANY PRIOR TO CONSTRUCTION.
6. ALL SITE AND UTILITY WORK SHALL BE IN COMPLIANCE WITH CITY OF ASPEN RULES & REGULATIONS. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCEMENT OF WORK.

SHALLOW UTILITY NOTES:

1. ALL MINIMUM DEPTHS, SEPARATION DISTANCES, MATERIALS AND/OR USE OF CONDUIT SHALL BE CONFIRMED AND COORDINATED WITH THE UTILITY PROVIDER PER UTILITY AGREEMENTS.
2. ALL UTILITY LINES AND/OR CONDUITS TO BE BACKFILLED WITH SUITABLE MATERIAL FREE OF ROCKS >1 1/2" Ø. USE CLASS 6 AGGREGATE BASE MATERIAL FOR BEDDING, AND/OR SUITABLE ONSITE MATERIAL. INSTALL PER UTILITY PROVIDER SPECIFICATIONS. BACKFILL TRENCHES WITH SUITABLE ONSITE MATERIALS. MINIMUM COMPACTION 95% IN PAVED AREAS.
3. GAS AND ELECTRIC TO BE INSTALLED IN SEPARATE TRENCHES. SEWER SERVICES TO BE INSTALLED A MINIMUM 10' FROM WATER SERVICES AS FEASIBLE. COMMUNICATIONS MAY BE INSTALLED IN COMBINED TRENCHES PER CONSTRUCTION FEASIBILITY AS LONG AS MINIMUM SEPARATION DISTANCES AND DEPTHS OF BURY ARE MAINTAINED. INSTALL WARNING TAPE OVER ALL UTILITY LINES.

UTILITY SERVICE	MINIMUM DEPTH
WATER	7.0'
SEWER	5.0'
ELECTRIC	4.0'
CABLE TV	3.0'
PHONE	3.0'
GAS	3.0'

UTILITY PLAN LEGEND

- PROPOSED 8" WATER MAIN
- PROPOSED 12" WATER MAIN
- PROPOSED 8" SANITARY SEWER MAIN
- PROPOSED 12" SANITARY SEWER MAIN
- PROPOSED ELEC, TELE, CABLE, GAS
- PROPOSED ELEC, TELE, CABLE
- PROPOSED GAS
- PROPOSED TELEPHONE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED CABLE
- PROPOSED FIBER OPTIC
- PROPOSED IRRIGATION PIPE
- PROPOSED STORM SEWER
- PROPOSED UNDERDRAIN
- PROPOSED ELECTRIC MANHOLE
- PROPOSED DRAINAGE DRY-WELL
- PROPOSED SEWER MANHOLE
- PROPOSED TELEPHONE MANHOLE
- PROPOSED UTILITY MANHOLE
- PROPOSED GUY WIRE
- PROPOSED POWER POLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CURB STOP
- PROPOSED GAS METER/VALVE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC METER
- PROPOSED TELEPHONE PEDESTAL
- PROPOSED CATV PEDESTAL
- PROPOSED SEWER CLEANOUT
- PROPOSED LIGHT POLE
- PROPOSED SIGN
- PROPOSED STORM INLET
- EXISTING 8" WATER MAIN
- EXISTING 8" SANITARY SEWER MAIN
- EXISTING ELEC, TELE, CABLE, GAS
- EXISTING ELEC, TELE, CABLE
- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING CABLE
- EXISTING FIBER OPTIC
- EXISTING IRRIGATION PIPE
- EXISTING SWALE OR DITCH
- EXISTING STORM SEWER
- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- EXISTING SETBACK (XX')
- EXISTING ELECTRIC MANHOLE
- EXISTING DRAINAGE DRY-WELL
- EXISTING SEWER MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING UTILITY MANHOLE
- EXISTING GUY WIRE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING CURB STOP
- EXISTING GAS METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING SEWER CLEANOUT
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING STORM INLET

Know what's **below.** **Call** before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704-0311 • soprisengineering.com

DATE: 04/30/25
JOB NO. 33122

DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

LAND USE SUBMISSION

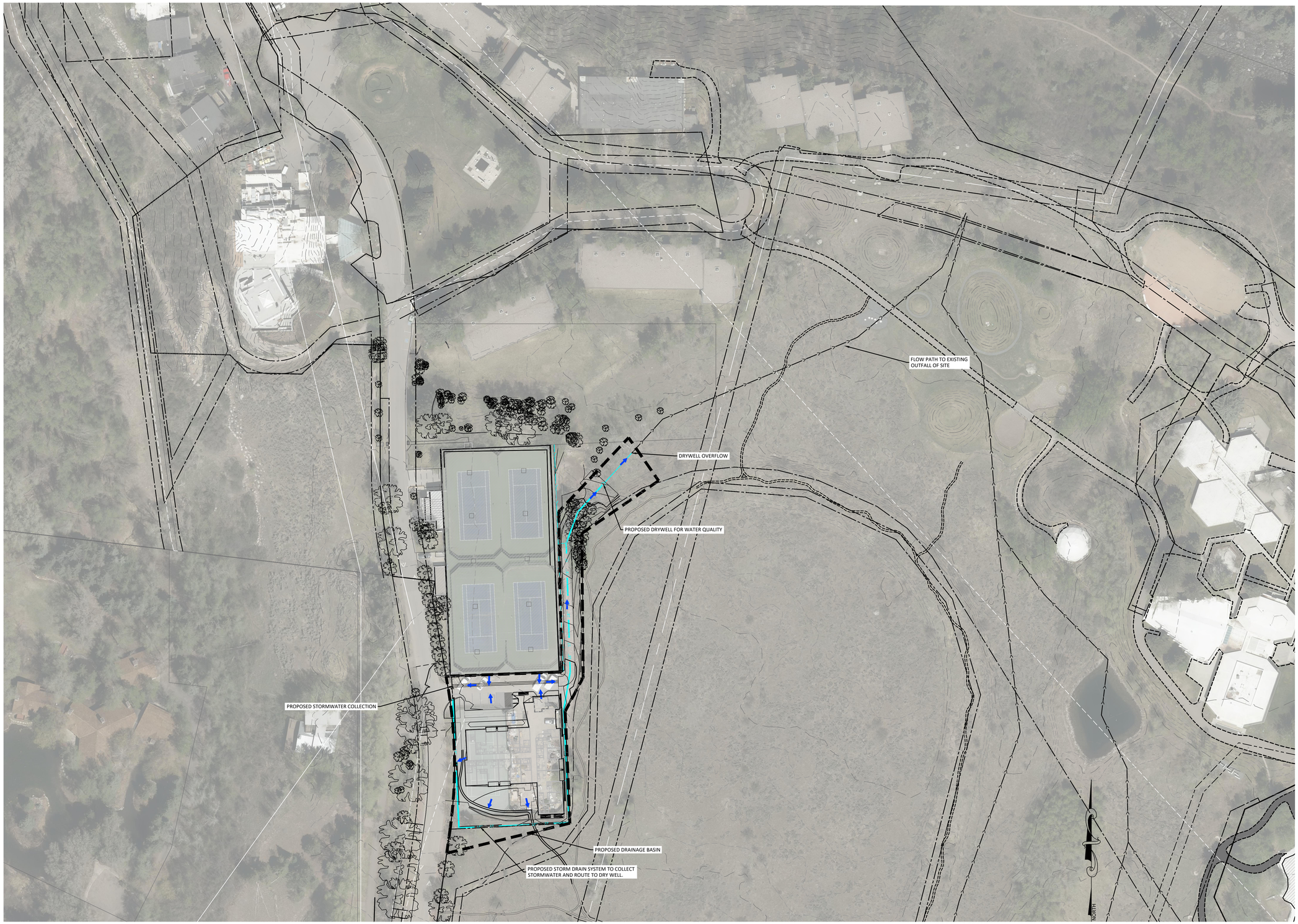
REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
AI - UTILITY PLAN

DRAWING NO.
C1-03

G:\2021\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C1.0 UTIL.DWG - Apr 25, 2025 - 1:59pm



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Know what's **below.** **Call** before you dig.

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(970) 704-0311 • soprisengineering.com

DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
AI - DRAINAGE BASIN PLAN

DRAWING NO.
C1-04

G:\2023\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C4.0-DRN-BASIN.DWG - Apr 24, 2025 - 3:06pm

PROPOSED SAWCUT

NEW ASPHALT TO MAINTAIN EXISTING FLOW PATH WITHIN THE RIGHT OF WAY. CURRENTLY WITHIN A COA CURB DEFERRED ZONE. MAINTAIN DRAINAGE PITCHING TO THE WEST WITHIN RIGHT OF WAY/ROADWAY EASEMENT.

EXISTING DITCH & 12" Ø CMP CULVERTS TO COLLECT STREET DRAINAGE & DAYLIGHT TO THE NORTH INTO THE ROARING FORK RIVER.

MEADOWS RD.

PROPOSED SAWCUT

ALL OFF-SITE & STREET DRAINAGE TO SHEETFLOW ACROSS EXISTING ROAD SURFACE & INTO EXISTING DITCH

PARKING LOT DRAINAGE WEST OF VALLEY PAN HIGH POINT TO BE COLLECTED BY PROPOSED TRENCH DRAIN

PROPOSED VALLEY PAN HIGH POINT

PARKING LOT DRAINAGE EAST OF VALLEY PAN HIGH POINT TO BE DIRECTED TOWARDS LANDSCAPE AREA (ON-SITE) AND EVENTUALLY INTO NATIVE VEGETATION (OFF-STE)

PROPOSED ON-SITE DRAINAGE BASIN (TYP.)

PROPOSED BUILDING
FFE = 7872.00'

ROOF DRAINS & ALL OTHER ON-SITE STORMWATER TO BE COLLECTED BY PROPOSED STORM CONVEYANCE SYSTEM PRIOR TO RUNNING OFF-SITE (TYP.)

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

NORTH

Know what's **below.** **Call** before you dig.
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SOPRIS ENGINEERING LLC
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DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

EXHIBIT

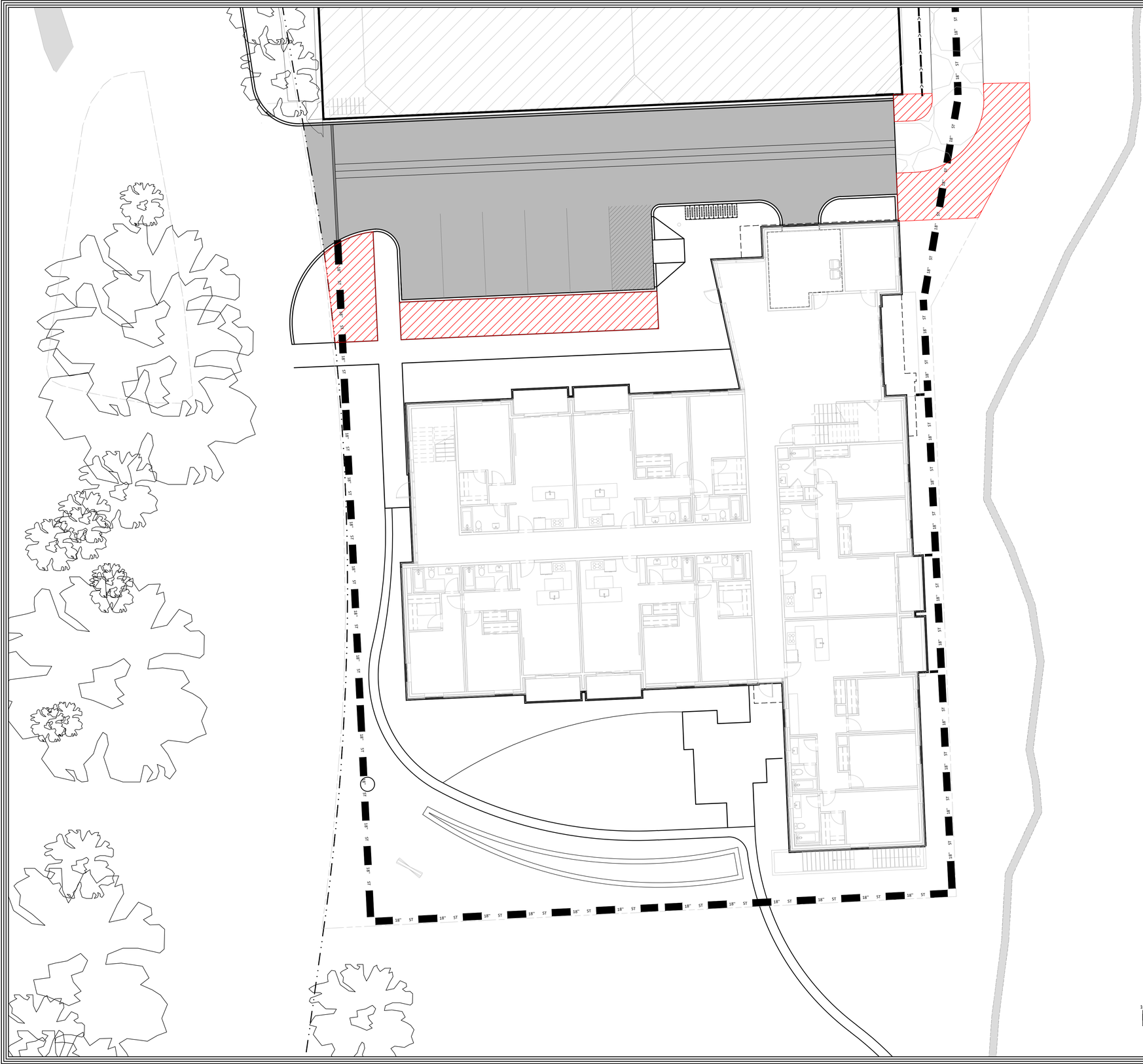
REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
AI - STREET DRAINAGE EXHIBIT

DRAWING NO.
C1-05

G:\33123\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C4.0 (Rh) BASIN.DWG - Apr 24, 2025 - 5:07pm



SNOW STORAGE NOTES:

PER CHAPTER 5, SECTION 8 OF THE CITY OF ASPEN ENGINEERING STANDARDS, SNOW STORAGE FOR THE ASPEN INSTITUTE SITE HAS BEEN DESIGNED TO PROVIDE A MINIMUM FUNCTIONAL AREA EQUALING 30% OF THE PAVED AREA THAT IS CONTIGUOUS TO THE PAVED AREA AND DESIGNED TO ACCOMMODATE SNOW STORAGE.

PAVED AREA = 3655 SF

SNOW STORAGE AREA = 1105 SF (30.2% OF PAVED AREA)

NORTH

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

811 Know what's below. Call before you dig.

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DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
AI - SNOW STORAGE PLAN

DRAWING NO.
C1-06

G:\33123\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C5.0-SNOW STORAGE.DWG - Apr 24, 2025 - 5:10pm

PROPOSED STORM WATER DETENTION POND

NOTE: FINAL DETENTION POND LAYOUT TO BE COORDINATED WITH DESIGN TEAM WITH SURVEY STAKEOUT ITERATIONS IN ORDER TO REDUCE IMPACTS TO EXISTING VEGETATION AND TOPOGRAPHY. CURRENT LAYOUT REFLECTS UPDATE PER TREE SURVEY TO REDUCE IMPACTS.

PROPOSED IRRIGATION POND

PROPOSED STORM PIPES TO DAYLIGHT INTO PROPOSED DETENTION POND.

PROPOSED NYLOPLAST YARD INLET TO COLLECT SURFACE RUNOFF FROM PARKING LOT VIA PROPOSED SWALE.

PROPOSED IRRIGATION DITCH (TYP.)

PROPOSED NYLOPLAST INLET W/ TRAFFIC RATED GRATE

PROPOSED 3' CONCRETE VALLEY PAN TO DIRECT SURFACE RUNOFF NORTH PRIOR TO LEAVING SITE.

LOW POINTS IN PARKING AREA WITH CURB CUTS TO ALLOW SUFACE RUNOFF TO DRAIN INTO PROPOSED SWALE IN LANDSCAPE AREA.

IRRIGATION LATERAL FOR RAW WATER IRRIGATION

PROPOSED DRAINAGE SWALES W/ NYLOPLAST YARD INLETS TO DIRECT SURFACE STORMWATER INTO CONVEYANCE PIPES (TYP.)

PROPOSED STORM WATER CONVEYANCE PIPE (TYP.)

PROPOSED IRRIGATION DITCH (TYP.)

NOTE: FINAL IRRIGATION DITCH ALIGNMENT TO BE COORDINATED WITH LANDSCAPE ARCHITECT.

PROPOSED STORM WATER CONVEYANCE PIPE (TYP.)

PROPOSED IRRIGATION PIPE TO TIE ONTO EXISTING PIPE CROSSING GILLESPIE AVE.

PROPOSED IRRIGATION PIPES (TYP.)

PROPOSED DRAINAGE SWALES W/ NYLOPLAST YARD INLETS TO DIRECT SURFACE STORMWATER INTO CONVEYANCE PIPES (TYP.)

PROPOSED CURB CUTS TO PROMOTE DRAINAGE FROM GILLESPIE AVE. ONTO AMFS PARKING SURFACE

PROPOSED CURB CUTS TO PROMOTE DRAINAGE FROM GILLESPIE AVE. ONTO AMFS SITE

N. 3RD STREET

ROARING FORK ROAD

GILLESPIE AVENUE

FFE: 7882.52'
FFE: 7882.90'
FFE: 7883.90'
FFE: 7882.32'
FFE: 7884.38'
FFE: 7885.28'
FFE: 7884.99'
FFE: 7884.23'
FFE: 7883.93'

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

NORTH

NOTES

1. ALL STORM PIPES SHALL BE GASKETED PVC SDR-35 OR AS NOTED ON PLANS. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
2. 3" MINIMUM DEPRESSION DEPTH TO BE PROVIDED AT EACH AREA INLET LOCATED WITHIN A SUMP AND LANDSCAPING.
3. ALL INLETS SPECIFIED HEREIN SHALL BE NDS OR PRE-APPROVED EQUAL:
   - 3.1. 4" INLET: ROUND NDS PART NO. 13
   - 3.2. 9" INLET: ROUND NDS PART NO. 950
   - 3.3. 12" INLET: SQ. NDS PART NO. 1210
   - 3.4. 18" INLET: SQ. NDS PART NO. 1815
4. SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL.
5. REFER TO MECHANICAL AND ARCHITECTURAL DRAWINGS FOR TERRACE, EGRESS WELL & ROOF DRAIN LOCATIONS AND INFORMATION.
6. PROVIDE A CLEANOUT AT ALL DOWNSPOUT LOCATIONS AND A MINIMUM OF 150 FT. IF INLETS ARE NOT PROVIDED.
7. 0.5% MINIMUM ALLOWABLE LONGITUDINAL SLOPE FOR ALL DRAIN LINES.
8. INSTALL RODENT SCREENS AT THE OUTFALL OF ALL DRAIN LINES.
9. INSTALL SCOUR STOP (4'X4' MIN.) AT ALL OUTFALL LOCATIONS OF STORM PIPES AND SWALES.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE INSTALLATION OBSERVATIONS AS WELL AS SURVEY OF AS-BUILT INFORMATION PER THE CITY'S GRADING & DRAINAGE CERTIFICATE REQUIREMENTS.
11. CONTRACTOR TO ADHERE TO ALL MANUFACTURER'S INSTALLATION RECOMMENDATIONS.
12. CONTRACTOR TO FIELD VERIFY DRAINAGE CONCEPT ILLUSTRATED HEREIN TO ACTUAL FIELD CONDITIONS.
13. ANY DEVIATION FROM THE STORMWATER IMPROVEMENTS AS ILLUSTRATED HEREIN MUST BE PRE-APPROVED BY THE ENGINEER OF RECORD.
14. THE INLET RISER PIPES ACCEPTING UNDERDRAINS MUST BE 24" DIA. WITH APPROPRIATE REDUCERS TO ACCOMMODATE PROPOSED INLET. ALTERNATIVE INLETS STRUCTURES ARE ACCEPTABLE PROVIDED THE INLET GRATES MEET THE MIN. SPECIFICATIONS AS THE RECOMMENDED INLETS LISTED ABOVE.
15. HEAT TAPE SHALL BE PROVIDED FOR ALL DAYLIGHT PIPES AND PIPES THAT ARE BURIED LESS THAN 42" FROM FINAL GRADE.
16. ANY CONNECTION TO EXISTING MANHOLE OR INLET SHALL BE DONE IN A WORKMANLIKE MANNER. THE INVERT SHALL BE BROUGHT INTO THE EXISTING STRUCTURE AT THE ELEVATION SHOWN HEREIN. THE DOWNSTREAM PIPE INSIDE THE STRUCTURE SHALL BE SCREENED TO PREVENT DEBRIS FROM ENTERING SYSTEM. FILL VOIDS WITH NON-SHRINK GROUT, AFTER GROUT HAS SET, CUT THE PIPE OFF EVENLY SO THAT NO MORE THAN TWO INCHES (2") OF PIPE PROTRUDES INTO THE STRUCTURE AND REMOVE ALL SCREENING.
17. REFER TO DETAIL SHEET FOR PLANTER WALL PENETRATION DETAIL.

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704-0311 • soprisengineering.com

DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
AMFS - GRADING & DRAINAGE PLAN

DRAWING NO.
C2-01

Know what's below. Call before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

G:\2023\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C1.0-GRD.DWG Apr 29, 2025 - 2:06pm

NOTES

1. ALL STORM PIPES SHALL BE GASKETED PVC SDR-35 OR AS NOTED ON PLANS. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
2. 3" MINIMUM DEPRESSION DEPTH TO BE PROVIDED AT EACH AREA INLET LOCATED WITHIN A SUMP AND LANDSCAPING.
3. ALL INLETS SPECIFIED HEREIN SHALL BE NDS OR PRE-APPROVED EQUAL:
   - 3.1. 4" INLET: ROUND NDS PART NO. 13
   - 3.2. 9" INLET: ROUND NDS PART NO. 950
   - 3.3. 12" INLET: SQ. NDS PART NO. 1210
   - 3.4. 18" INLET: SQ. NDS PART NO. 1815
4. SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL.
5. REFER TO MECHANICAL AND ARCHITECTURAL DRAWINGS FOR TERRACE, EGRESS WELL & ROOF DRAIN LOCATIONS AND INFORMATION.
6. PROVIDE A CLEANOUT AT ALL DOWNSPOUT LOCATIONS AND A MINIMUM OF 150 FT. IF INLETS ARE NOT PROVIDED.
7. 0.5% MINIMUM ALLOWABLE LONGITUDINAL SLOPE FOR ALL DRAIN LINES.
8. INSTALL RODENT SCREENS AT THE OUTFALL OF ALL DRAIN LINES.
9. INSTALL SCOUR STOP (4'X4' MIN.) AT ALL OUTFALL LOCATIONS OF STORM PIPES AND SWALES.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE INSTALLATION OBSERVATIONS AS WELL AS SURVEY OF AS-BUILT INFORMATION PER THE CITY'S GRADING & DRAINAGE CERTIFICATE REQUIREMENTS.
11. CONTRACTOR TO ADHERE TO ALL MANUFACTURER'S INSTALLATION RECOMMENDATIONS.
12. CONTRACTOR TO FIELD VERIFY DRAINAGE CONCEPT ILLUSTRATED HEREIN TO ACTUAL FIELD CONDITIONS.
13. ANY DEVIATION FROM THE STORMWATER IMPROVEMENTS AS ILLUSTRATED HEREIN MUST BE PRE-APPROVED BY THE ENGINEER OF RECORD.
14. THE INLET RISER PIPES ACCEPTING UNDERDRAINS MUST BE 24" DIA. WITH APPROPRIATE REDUCERS TO ACCOMMODATE PROPOSED INLET. ALTERNATIVE INLETS STRUCTURES ARE ACCEPTABLE PROVIDED THE INLET GRATES MEET THE MIN. SPECIFICATIONS AS THE RECOMMENDED INLETS LISTED ABOVE.
15. HEAT TAPE SHALL BE PROVIDED FOR ALL DAYLIGHT PIPES AND PIPES THAT ARE BURIED LESS THAN 42" FROM FINAL GRADE.
16. ANY CONNECTION TO EXISTING MANHOLE OR INLET SHALL BE DONE IN A WORKMANLIKE MANNER. THE INVERT SHALL BE BROUGHT INTO THE EXISTING STRUCTURE AT THE ELEVATION SHOWN HEREIN. THE DOWNSTREAM PIPE INSIDE THE STRUCTURE SHALL BE SCREENED TO PREVENT DEBRIS FROM ENTERING SYSTEM. FILL VOIDS WITH NON-SHRINK GROUT, AFTER GROUT HAS SET, CUT THE PIPE OFF EVENLY SO THAT NO MORE THAN TWO INCHES (2") OF PIPE PROTRUDES INTO THE STRUCTURE AND REMOVE ALL SCREENING.
17. REFER TO DETAIL SHEET FOR PLANTER WALL PENETRATION DETAIL.

NOTE: FINAL IRRIGATION DITCH ALIGNMENT TO BE COORDINATED WITH LANDSCAPE ARCHITECT.

PROPOSED IRRIGATION DITCH (TYP.)

PROPOSED STORM WATER CONVEYANCE PIPE (TYP.)

PROPOSED IRRIGATION PIPES (TYP.)

PROPOSED DRAINAGE SWALES W/ NYLOPLAST YARD INLETS TO DIRECT SURFACE STORMWATER INTO CONVEYANCE PIPES (TYP.)

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

NORTH

811 Know what's below. Call before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704-0311 • soprisengineering.com

DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
AMFS - GRADING & DRAINAGE PLAN BLOWUP

DRAWING NO.
C2-02

G:\2023\33122 ASPEN MEADOWS\SIVIL\CIVIL DWGS\PLOT\33122-C2.0-GRD.DWG - Apr 25, 2025 - 2:03pm

CONTRACTOR WILL HAVE TO COORDINATE EXISTING UTILITY ABANDONMENT OR REMOVAL WITH UTILITY PROVIDERS

PROPOSED FIRE HYDRANT

IRRIGATION LATERAL FOR RAW WATER IRRIGATION

25.0' UTILITY EASEMENT

CONTRACTOR TO INSTALL HCE TRANSFORMER AND COMCAST TELECOM PEDS FOR SERVICE CONNECTIONS TO PROPOSED BUILDINGS

CONTRACTOR TO LOCATE EXISTING WATER MAIN. VERIFY SIZE/LOCATION/DEPTH AND MATERIAL PRIOR TO CONSTRUCTION. CONNECT TO EXISTING WATER MAIN FOR SERVICE TO PROPOSED BUILDING. CONTRACTOR TO COORDINATE WITH COA UTILITIES DEPARTMENT AND FOLLOW ALL COA RULES AND REGS

N. 3RD STREET

10.0' UTILITY EASEMENT

CONTRACTOR WILL HAVE TO COORDINATE EXISTING UTILITY ABANDONMENT OR REMOVAL WITH UTILITY PROVIDERS

EXISTING STREET LIGHT TO BE RELOCATED. SECONDARY ELECTRIC LINE TO BE ADJUSTED.

CONTRACTOR TO LOCATE EXISTING WATER MAIN. VERIFY SIZE/LOCATION/DEPTH AND MATERIAL PRIOR TO CONSTRUCTION. CONNECT TO EXISTING WATER MAIN FOR SERVICE TO PROPOSED BUILDING. CONTRACTOR TO COORDINATE WITH COA UTILITIES DEPARTMENT AND FOLLOW ALL COA RULES AND REGS

ROARING FORK ROAD

CONTRACTOR TO INSTALL HCE TRANSFORMER AND COMCAST TELECOM PEDS FOR SERVICE CONNECTIONS TO PROPOSED BUILDINGS

20.0' UTILITY EASEMENT

CONTRACTOR TO LOCATE EXISTING ELECTRIC TRANSFORMER. THIS TRANSFORMER CONTAINS SINGE PHASE ELECTRIC. CURRENTLY WE HAVE ASSUMED SINGLE PHASE POWER IS ADEQUATE FOR THESE PROPOSED BUILDINGS. WE WILL NEED TO RUN (1) 4" CONDUIT ACROSS ROARING FORK ROAD & N. 3RD STREET TO THE TRANSFORMER ONSITE. TRANSFORMER TO BE SET THE MINIMIZE ALL SECONDARY SERVICE RUNS.

20.0' UTILITY EASEMENT

CONTRACTOR WILL HAVE TO COORDINATE EXISTING UTILITY ABANDONMENT OR REMOVAL WITH UTILITY PROVIDERS

30.0' UTILITY EASEMENT

CONTRACTOR TO LOCATE EXISTING SEWER MANHOLE. VERIFY SIZE/LOCATION/DEPTH AND MATERIAL OF SEWER MAIN PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE WITH ASPEN CONSOLIDATED SANITATION DISTRICT AND FOLLOW ALL RULES AND REGS. CONTRACTOR TO INSTALL PROPOSED 8" SEWER MAIN TO SERVE LOTS ON WEST SIDE OF 3RD STREET.

NOTES:

LUMEN IS CURRENTLY ONLY EXTENDING FIBER FOR SERVICES. THE NEAREST FIBER IS EITHER THE INTERSECTION OF 8TH AND MEADOW DRIVE OR 3RD AND HALLAM. BOTH INTERSECTIONS DO NOT SEEM WORTH WHILE TO EXTEND FIBER FROM ESPECIALLY SINCE COMCAST CURRENTLY SERVES THE PROPERTY. THROUGH COORDINATION WITH LUMEN THERE IS A CHANGE THAT A NEW LINE DOES COME UP 3RD STREET TO THE NORTH ENTRANCE OF ROARING FORK DRIVE BUT THAT HAS NOT BE CONCLUDED YET.

IF 3PHASE POWER IS NEEDED FOR THE SITE THERE ARE TWO OPTIONS:
1. THERE IS 3 PHASE POWER UP THE NORTH ENTRANCE OF ROARING FORK DRIVE. EXISTING VAULT WOULD NEED TO BE LOCATED AND (2) 4" CONDUITS INSTALLED DOWN 3RD STREET TO A NEW TRANSFORMER ON SITE. (LIKELY CURRENT TRANSFORMER LOCATION WOULD BE SUFFICIENT)
2. THERE IS ADDITIONALLY 3 PHASE POWER JUST NORTH OF THE RESNICK CENTER IN A VAULT AND TRANSFORMER. THIS WOULD LIKELY BE THE SIMPLER SOLUTION SINCE WE ARE TEARING UP THE PARKING LOT AND WE COULD TRENCH ACROSS THE LOT. ONCE AGAIN (2) 4" CONDUITS TO THE PROPOSED TRANSFORMER LOCATION WOULD GET US 3 PHASE POWER.

THROUGH COORDINATION WITH COA WATER WE UNDERSTAND THE EXISTING LINE IN GILLESPIE AVE. TO BE A 6" DIP. IN ORDER TO CONNECT TO THE LINE (DEPENDING ON USAGE/FIRE FLOW) IT MAY BE REQUIRED TO UPSIZE THE MAIN LINE TO 8" DIP. FURTHER COORDINATION WITH THE COA WATER DEPARTMENT IS NEEDED ONCE FURTHER CALCULATIONS AND INFO ARE AVAILABLE.

EXISTING STREET LIGHT TO REMAIN

GILLESPIE AVENUE

CONTRACTOR TO LOCATE EXISTING WATER MAIN. VERIFY SIZE/LOCATION/DEPTH AND MATERIAL PRIOR TO CONSTRUCTION. CONNECT TO EXISTING WATER MAIN FOR SERVICE TO PROPOSED BUILDING. CONTRACTOR TO COORDINATE WITH COA UTILITIES DEPARTMENT AND FOLLOW ALL COA RULES AND REGS

EX SEWER MANHOLE
EX RIM = 7885.93'
EX 12" INV-I (NW) = 7869.56'
EX 8" INV-I (S) = 7869.76'
EX 12" INV-O (E) = 7869.32'
PROPOSED 8" INV-I (N) = 7869.52'

CONTRACTOR TO LOCATE AND TAP EXISTING 4" STEEL BLACK HILLS ENERGY GAS MAIN. PROPOSED MAIN RUNS ONTO SITE AND HAS INDIVIDUAL SERVICES TO EACH BUILDING.

CONTRACTOR TO LOCATE EXISTING WATER MAIN. VERIFY SIZE/LOCATION/DEPTH AND MATERIAL PRIOR TO CONSTRUCTION. CONNECT TO EXISTING WATER MAIN FOR SERVICE TO PROPOSED BUILDING. CONTRACTOR TO COORDINATE WITH COA UTILITIES DEPARTMENT AND FOLLOW ALL COA RULES AND REGS.

GENERAL UTILITY NOTES:

1. CONTRACTOR TO COORDINATE ABANDONMENT, RELOCATION, AND BURIAL OF THE EXISTING UTILITIES WITH THE UTILITY PROVIDERS. CONTRACTOR TO PROVIDE ALL TRENCHING, BEDDING, AND BACKFILL WORK NECESSARY FOR UTILITY RELOCATION. THE UTILITY PROVIDER IS TO PERFORM ALL LINEWORK NECESSARY.
2. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION OPERATIONS WITHIN THE LIMITS OF CONSTRUCTION. CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER(S) INVOLVED.
3. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON UTILITY MAPS, LOCATES OR OTHER INFORMATION PROVIDED BY UTILITY COMPANIES AND ACTUAL FIELD LOCATIONS IN SOME INSTANCES. THESE UTILITIES, AS SHOWN MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.
4. ALL UTILITIES, BOTH UNDERGROUND AND OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.
5. CONTRACTOR TO COORDINATE ALL UTILITY LINEWORK WITH THE RESPECTIVE UTILITY COMPANY PRIOR TO CONSTRUCTION.
6. ALL SITE AND UTILITY WORK SHALL BE IN COMPLIANCE WITH CITY OF ASPEN RULES & REGULATIONS. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCEMENT OF WORK.

SHALLOW UTILITY NOTES:

1. ALL MINIMUM DEPTHS, SEPARATION DISTANCES, MATERIALS AND/OR USE OF CONDUIT SHALL BE CONFIRMED AND COORDINATED WITH THE UTILITY PROVIDER PER UTILITY AGREEMENTS.
2. ALL UTILITY LINES AND/OR CONDUITS TO BE BACKFILLED WITH SUITABLE MATERIAL FREE OF ROCKS >1 1/2" Ø. USE CLASS 6 AGGREGATE BASE MATERIAL FOR BEDDING, AND/OR SUITABLE ONSITE MATERIAL. INSTALL PER UTILITY PROVIDER SPECIFICATIONS. BACKFILL TRENCHES WITH SUITABLE ONSITE MATERIALS. MINIMUM COMPACTION 95% IN PAVED AREAS.
3. GAS AND ELECTRIC TO BE INSTALLED IN SEPARATE TRENCHES. SEWER SERVICES TO BE INSTALLED A MINIMUM 10' FROM WATER SERVICES AS FEASIBLE. COMMUNICATIONS MAY BE INSTALLED IN COMBINED TRENCHES PER CONSTRUCTION FEASIBILITY AS LONG AS MINIMUM SEPARATION DISTANCES AND DEPTHS OF BURY ARE MAINTAINED. INSTALL WARNING TAPE OVER ALL UTILITY LINES.

UTILITY SERVICE	MINIMUM DEPTH
WATER	7.0'
SEWER	5.0'
ELECTRIC	4.0'
CABLE TV	3.0'
PHONE	3.0'
GAS	3.0'

UTILITY PLAN LEGEND

- PROPOSED 8" WATER MAIN
- PROPOSED 12" WATER MAIN
- PROPOSED 8" SANITARY SEWER MAIN
- PROPOSED 12" SANITARY SEWER MAIN
- PROPOSED ELEC, TELE, CABLE, GAS
- PROPOSED ELEC, TELE, CABLE
- PROPOSED GAS
- PROPOSED TELEPHONE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED CABLE
- PROPOSED FIBER OPTIC
- PROPOSED IRRIGATION PIPE
- PROPOSED STORM SEWER
- PROPOSED UNDERDRAIN
- PROPOSED ELECTRIC MANHOLE
- PROPOSED DRAINAGE DRY-WELL
- PROPOSED SEWER MANHOLE
- PROPOSED TELEPHONE MANHOLE
- PROPOSED UTILITY MANHOLE
- PROPOSED GUY WIRE
- PROPOSED POWER POLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CURB STOP
- PROPOSED GAS METER/VALVE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC METER
- PROPOSED TELEPHONE PEDESTAL
- PROPOSED CATV PEDESTAL
- PROPOSED SEWER CLEANOUT
- PROPOSED LIGHT POLE
- PROPOSED SIGN
- PROPOSED STORM INLET
- EXISTING 8" WATER MAIN
- EXISTING 8" SANITARY SEWER MAIN
- EXISTING ELEC, TELE, CABLE, GAS
- EXISTING ELEC, TELE, CABLE
- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING CABLE
- EXISTING FIBER OPTIC
- EXISTING IRRIGATION PIPE
- EXISTING SWALE OR DITCH
- EXISTING STORM SEWER
- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- EXISTING SETBACK (XX')
- EXISTING ELECTRIC MANHOLE
- EXISTING DRAINAGE DRY-WELL
- EXISTING SEWER MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING UTILITY MANHOLE
- EXISTING GUY WIRE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING CURB STOP
- EXISTING GAS METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING SEWER CLEANOUT
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING STORM INLET

NORTH

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

811 Know what's below. Call before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3•CARBONDALE CO 81623
(970) 704•0311• soprisengineering.com

DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

LAND USE SUBMISSION

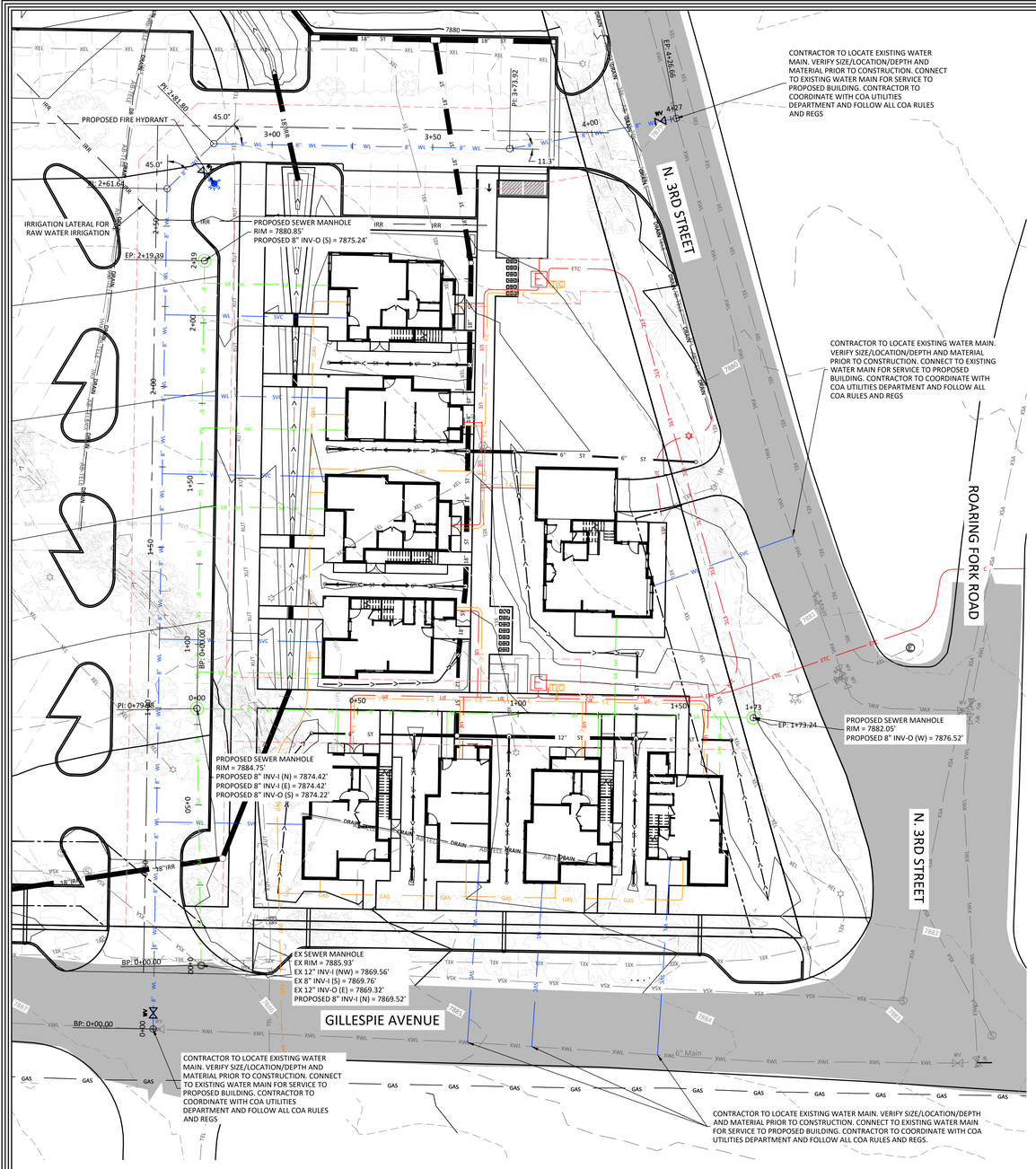
REGIONAL STAMP

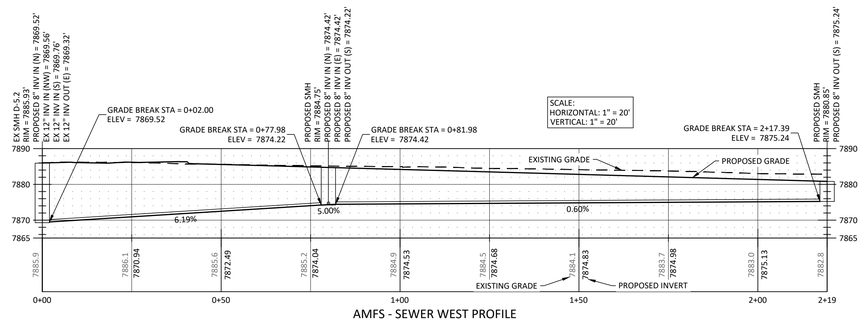
DATE	REVISION
00/00/00	XXX

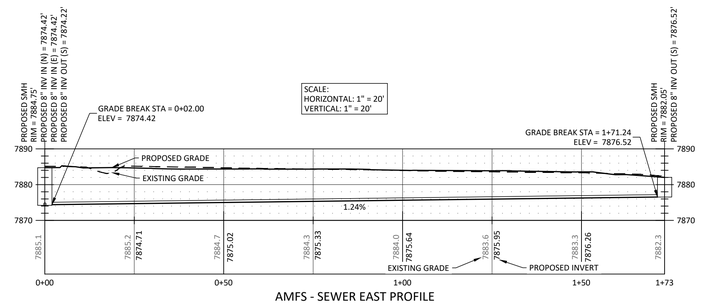
TITLE
AMFS - OVERALL UTILITY PLAN

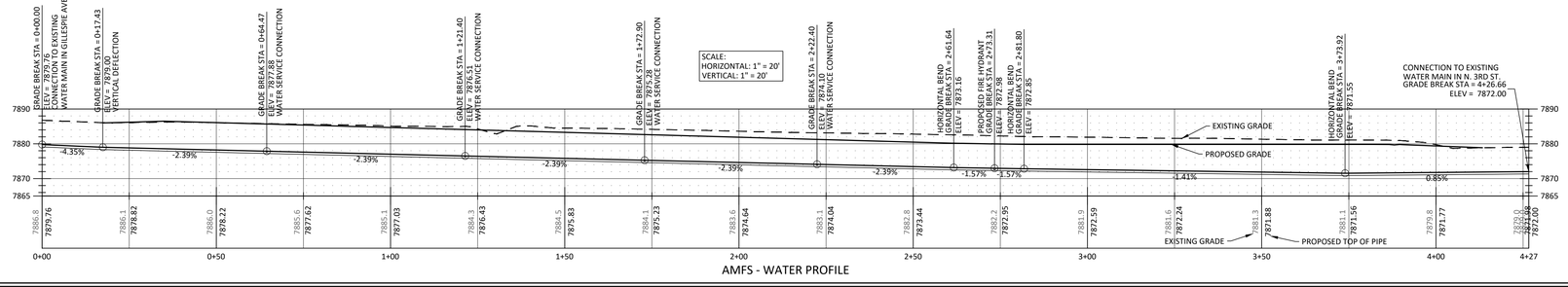
DRAWING NO.
C2-03

G:\2023\33122 ASPEN MEADOWS\CIVIL\DWGS\PLOT\33122-C1.6-UTIL.DWG - Apr 25, 2025 - 2:04pm









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DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE

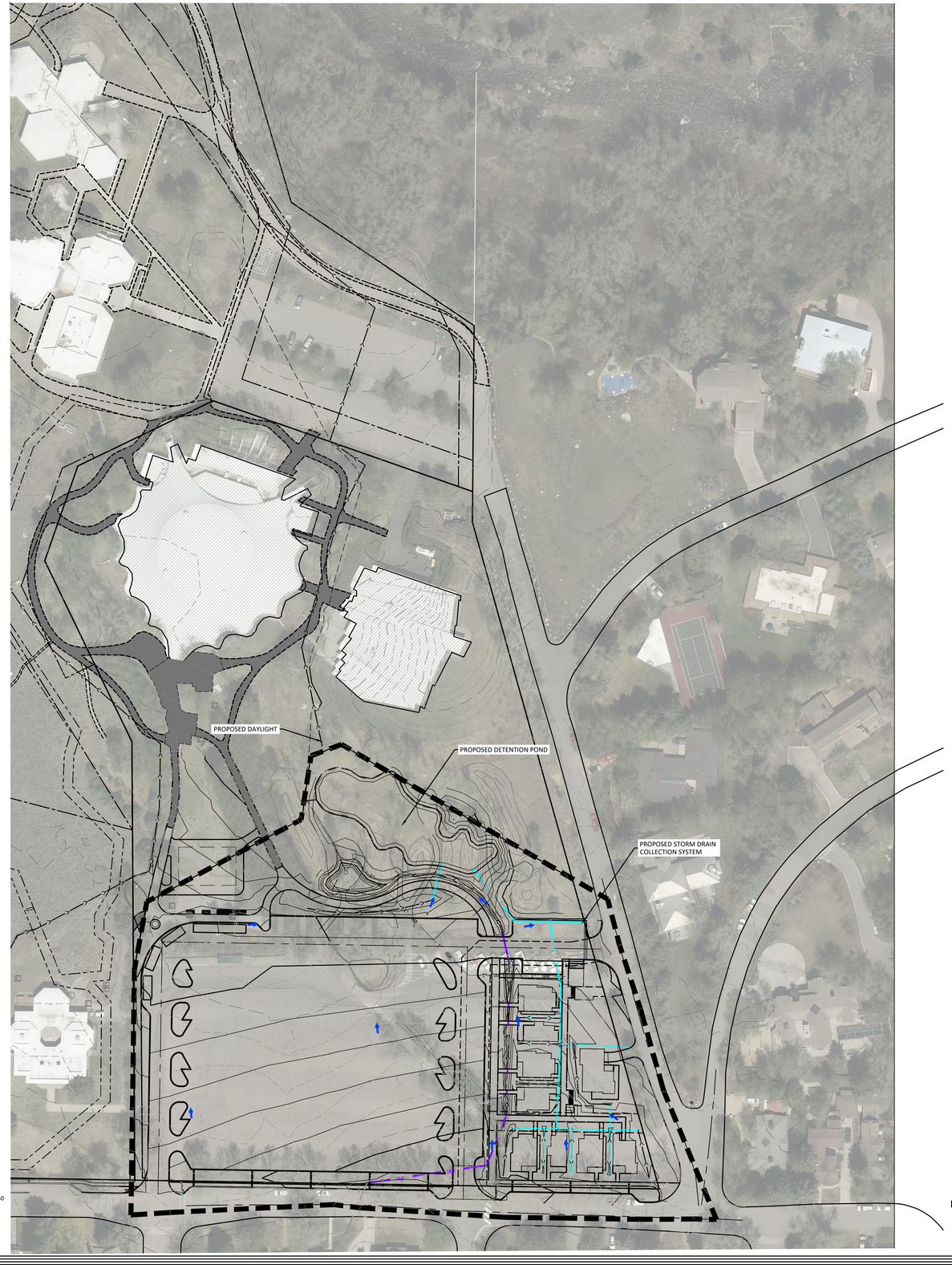
AMFS - WATER & SEWER PLAN & PROFILE

DRAWING NO.

C2-04

Know what's below. Call before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

G:\2023\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOTS\33122-C1.0-UTIL.DWG - Apr 25, 2025 - 2:05pm



NORTH

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Know what's **below.**
Call before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

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DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
AMFS - DRAINAGE BASIN PLAN

DRAWING NO.
C2-05

G:\33122\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C4.0-DRN-BASIN.DWG - Apr 25, 2025 - 2:09pm

PROPOSED VALLEY PAN TO PREVENT STORMWATER FROM DRAINING OFF OF AMFS SITE ONTO N. 3RD ST. & COLLECT STORMWATER RUNNING ACROSS N. 3RD ST.

WESTERN ½ OF N. 3RD ST. TO DRAIN ONTO AMFS SITE & STORMWATER TO BE COLLECTED INTO ON-SITE STORMWATER CONVEYANCE SYSTEM.

N. 3RD ST.

PROPOSED CURB CUTS TO PROMOTE DRAINAGE FROM GILLESPIE AVE. ONTO AMFS SITE

PROPOSED CURB CUTS TO PROMOTE DRAINAGE FROM GILLESPIE AVE. ONTO AMFS PARKING SURFACE

GILLESPIE AVE.

EX VALLEY PAN @ LOW POINT IN GILLESPIE AVE. TO REMAIN. INLET TO BE ADDED TO MAINTAIN EXISTING STREET DRAINAGE.

PROPOSED ON-SITE DRAINAGE BASIN (TYP.)

NORTHERN ½ OF GILLESPIE AVE TO DRAIN ONTO AMFS SITE & STORMWATER TO BE COLLECTED INTO ON-SITE STORMWATER CONVEYANCE SYSTEM.

NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Know what's **below.** **Call** before you dig.

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
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DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

EXHIBIT

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
AMFS - STREET DRAINAGE EXHIBIT

DRAWING NO.
C2-06

G:\2025\33122 ASPEN MEADOWS\SVS\CIVIL\DWG\PLOT\33122-C4.0-DRN-BASIN.DWG - Apr 25, 2025 - 2:16pm

SNOW STORAGE NOTES:

PER CHAPTER 5, SECTION 8 OF THE CITY OF ASPEN ENGINEERING STANDARDS, SNOW STORAGE FOR THE ASPEN MUSIC FESTIVAL AND SCHOOL SITE HAS BEEN DESIGNED TO PROVIDE A MINIMUM FUNCTIONAL AREA EQUALING 30% OF THE PAVED AREA THAT IS CONTIGUOUS TO THE PAVED AREA AND DESIGNED TO ACCOMMODATE SNOW STORAGE.

PAVED AREA = 94245 SF

SNOW STORAGE AREA = 28315 SF (30.1% OF PAVED AREA)

NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE

AMFS - SNOW STORAGE PLAN

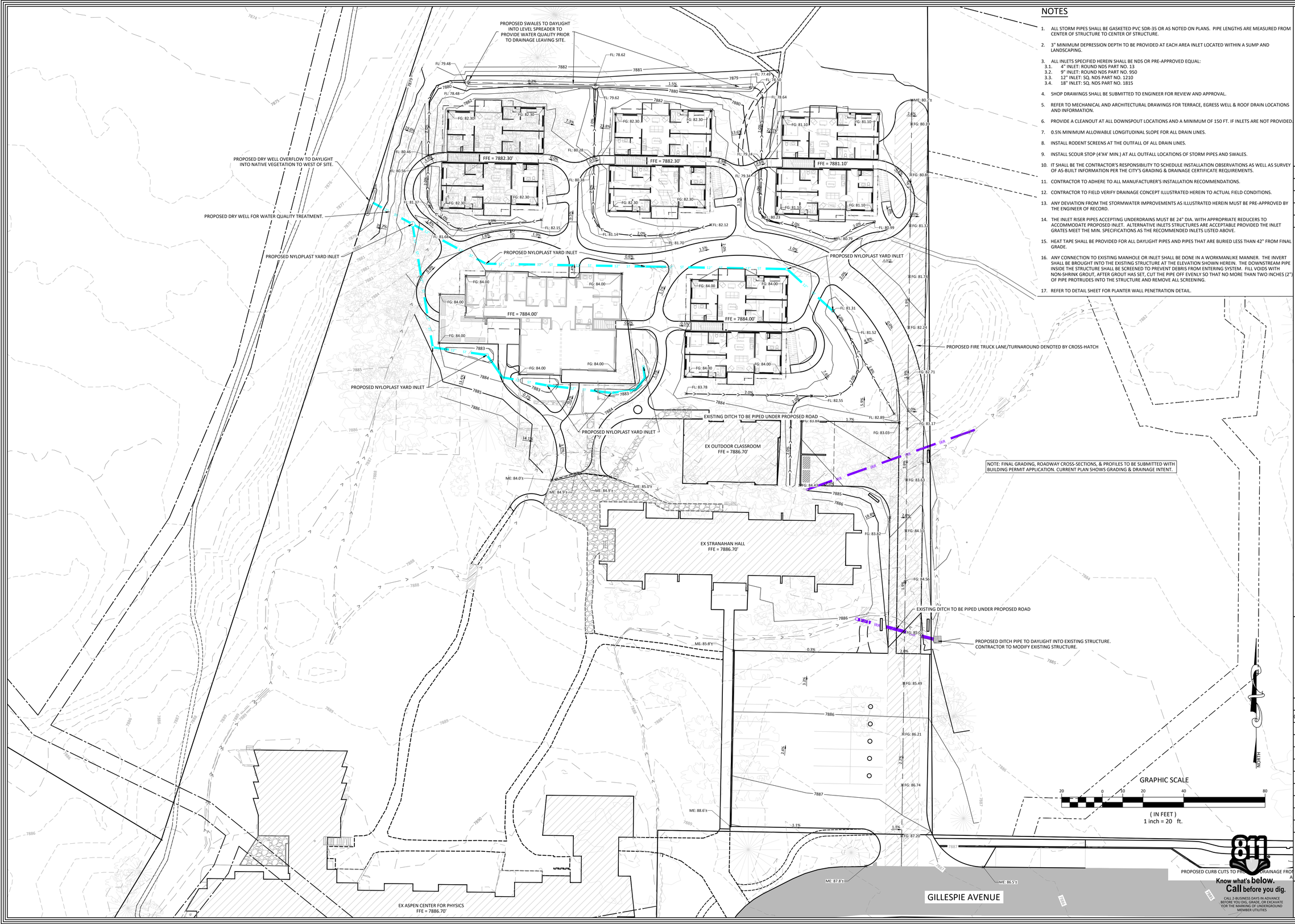
DRAWING NO.

C2-07

811 Know what's **below.** **Call** before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

G:\2023\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C2.0-SNOW STORAGE.DWG - Apr 25, 2025 - 2:12pm



NOTES

1. ALL STORM PIPES SHALL BE GASKETED PVC SDR-35 OR AS NOTED ON PLANS. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
2. 3" MINIMUM DEPRESSION DEPTH TO BE PROVIDED AT EACH AREA INLET LOCATED WITHIN A SUMP AND LANDSCAPING.
3. ALL INLETS SPECIFIED HEREIN SHALL BE NDS OR PRE-APPROVED EQUAL:
   - 3.1. 4" INLET: ROUND NDS PART NO. 13
   - 3.2. 9" INLET: ROUND NDS PART NO. 950
   - 3.3. 12" INLET: SQ. NDS PART NO. 1210
   - 3.4. 18" INLET: SQ. NDS PART NO. 1815
4. SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL.
5. REFER TO MECHANICAL AND ARCHITECTURAL DRAWINGS FOR TERRACE, EGRESS WELL & ROOF DRAIN LOCATIONS AND INFORMATION.
6. PROVIDE A CLEANOUT AT ALL DOWNSPOUT LOCATIONS AND A MINIMUM OF 150 FT. IF INLETS ARE NOT PROVIDED.
7. 0.5% MINIMUM ALLOWABLE LONGITUDINAL SLOPE FOR ALL DRAIN LINES.
8. INSTALL RODENT SCREENS AT THE OUTFALL OF ALL DRAIN LINES.
9. INSTALL SCOUR STOP (4'X4' MIN.) AT ALL OUTFALL LOCATIONS OF STORM PIPES AND SWALES.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE INSTALLATION OBSERVATIONS AS WELL AS SURVEY OF AS-BUILT INFORMATION PER THE CITY'S GRADING & DRAINAGE CERTIFICATE REQUIREMENTS.
11. CONTRACTOR TO ADHERE TO ALL MANUFACTURER'S INSTALLATION RECOMMENDATIONS.
12. CONTRACTOR TO FIELD VERIFY DRAINAGE CONCEPT ILLUSTRATED HEREIN TO ACTUAL FIELD CONDITIONS.
13. ANY DEVIATION FROM THE STORMWATER IMPROVEMENTS AS ILLUSTRATED HEREIN MUST BE PRE-APPROVED BY THE ENGINEER OF RECORD.
14. THE INLET RISER PIPES ACCEPTING UNDERDRAINS MUST BE 24" DIA. WITH APPROPRIATE REDUCERS TO ACCOMMODATE PROPOSED INLET. ALTERNATIVE INLETS STRUCTURES ARE ACCEPTABLE PROVIDED THE INLET GRATES MEET THE MIN. SPECIFICATIONS AS THE RECOMMENDED INLETS LISTED ABOVE.
15. HEAT TAPE SHALL BE PROVIDED FOR ALL DAYLIGHT PIPES AND PIPES THAT ARE BURIED LESS THAN 42" FROM FINAL GRADE.
16. ANY CONNECTION TO EXISTING MANHOLE OR INLET SHALL BE DONE IN A WORKMANLIKE MANNER. THE INVERT SHALL BE BROUGHT INTO THE EXISTING STRUCTURE AT THE ELEVATION SHOWN HEREIN. THE DOWNSTREAM PIPE INSIDE THE STRUCTURE SHALL BE SCREENED TO PREVENT DEBRIS FROM ENTERING SYSTEM. FILL VOIDS WITH NON-SHRINK GROUT, AFTER GROUT HAS SET, CUT THE PIPE OFF EVENLY SO THAT NO MORE THAN TWO INCHES (2") OF PIPE PROTRUDES INTO THE STRUCTURE AND REMOVE ALL SCREENING.
17. REFER TO DETAIL SHEET FOR PLANTER WALL PENETRATION DETAIL.

SOPRIS ENGINEERING LLC
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DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE: ACP NORTH - GRADING & DRAINAGE PLAN

DRAWING NO. C3-01

G:\2023\33122 ASPEN MEADOWS\CIVIL\DWG\PLOT\33122-C1.0-GRD.DWG - Apr 25, 2025 - 2:13pm

NOTES

1. ALL STORM PIPES SHALL BE GASKETED PVC SDR-35 OR AS NOTED ON PLANS. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
2. 3" MINIMUM DEPRESSION DEPTH TO BE PROVIDED AT EACH AREA INLET LOCATED WITHIN A SUMP AND LANDSCAPING.
3. ALL INLETS SPECIFIED HEREIN SHALL BE NDS OR PRE-APPROVED EQUAL:
   - 3.1. 4" INLET: ROUND NDS PART NO. 13
   - 3.2. 9" INLET: ROUND NDS PART NO. 950
   - 3.3. 12" INLET: SQ. NDS PART NO. 1210
   - 3.4. 18" INLET: SQ. NDS PART NO. 1815
4. SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL.
5. REFER TO MECHANICAL AND ARCHITECTURAL DRAWINGS FOR TERRACE, EGRESS WELL & ROOF DRAIN LOCATIONS AND INFORMATION.
6. PROVIDE A CLEANOUT AT ALL DOWNSPOUT LOCATIONS AND A MINIMUM OF 150 FT. IF INLETS ARE NOT PROVIDED.
7. 0.5% MINIMUM ALLOWABLE LONGITUDINAL SLOPE FOR ALL DRAIN LINES.
8. INSTALL RODENT SCREENS AT THE OUTFALL OF ALL DRAIN LINES.
9. INSTALL SCOUR STOP (4'X4' MIN.) AT ALL OUTFALL LOCATIONS OF STORM PIPES AND SWALES.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE INSTALLATION OBSERVATIONS AS WELL AS SURVEY OF AS-BUILT INFORMATION PER THE CITY'S GRADING & DRAINAGE CERTIFICATE REQUIREMENTS.
11. CONTRACTOR TO ADHERE TO ALL MANUFACTURER'S INSTALLATION RECOMMENDATIONS.
12. CONTRACTOR TO FIELD VERIFY DRAINAGE CONCEPT ILLUSTRATED HEREIN TO ACTUAL FIELD CONDITIONS.
13. ANY DEVIATION FROM THE STORMWATER IMPROVEMENTS AS ILLUSTRATED HEREIN MUST BE PRE-APPROVED BY THE ENGINEER OF RECORD.
14. THE INLET RISER PIPES ACCEPTING UNDERDRAINS MUST BE 24" DIA. WITH APPROPRIATE REDUCERS TO ACCOMMODATE PROPOSED INLET. ALTERNATIVE INLETS STRUCTURES ARE ACCEPTABLE PROVIDED THE INLET GRATES MEET THE MIN. SPECIFICATIONS AS THE RECOMMENDED INLETS LISTED ABOVE.
15. HEAT TAPE SHALL BE PROVIDED FOR ALL DAYLIGHT PIPES AND PIPES THAT ARE BURIED LESS THAN 42" FROM FINAL GRADE.
16. ANY CONNECTION TO EXISTING MANHOLE OR INLET SHALL BE DONE IN A WORKMANLIKE MANNER. THE INVERT SHALL BE BROUGHT INTO THE EXISTING STRUCTURE AT THE ELEVATION SHOWN HEREIN. THE DOWNSTREAM PIPE INSIDE THE STRUCTURE SHALL BE SCREENED TO PREVENT DEBRIS FROM ENTERING SYSTEM. FILL VOIDS WITH NON-SHRINK GROUT, AFTER GROUT HAS SET, CUT THE PIPE OFF EVENLY SO THAT NO MORE THAN TWO INCHES (2") OF PIPE PROTRUDES INTO THE STRUCTURE AND REMOVE ALL SCREENING.
17. REFER TO DETAIL SHEET FOR PLANTER WALL PENETRATION DETAIL.

EX ASPEN CENTER FOR PHYSICS
FFE = 7886.70'

GILLESPIE AVENUE

PROPOSED NYLOPLAST YARD INLET

PROPOSED STORM PIPE TO DAYLIGHT INTO EXISTING DITCH FLOWING EAST TO MAINTAIN AESTHETIC & IRRIGATION DOWNSTREAM.

FFE = 7893.00'

PROPOSED DRY WELL TO DETAIN & TREAT WATER QUALITY OF STORM RUNOFF ON-SITE.

PROPOSED CONCRETE DIVERSION BOX TO DIVERT WATER FLOWING NORTH IN EXISTING DITCH INTO PROPOSED PIPES TO MAINTAIN EXISTING IRRIGATION DITCHES FLOWING OFF-SITE. (FINAL DESIGN TBD)

NOTE: ALL ROOF DRAIN & YARD DRAINAGE TO BE COLLECTED BY STORM CONVEYANCE SYSTEM PRIOR TO RUNNING OFF-SITE. (LOCATIONS TBD, ADDITIONAL INLETS MAY BE REQUIRED)

W. NORTH STREET

N. 7TH STREET

N. 6TH STREET

NOTE: FINAL GRADING, ROADWAY CROSS-SECTIONS, & PROFILES TO BE SUBMITTED WITH BUILDING PERMIT APPLICATION. CURRENT PLAN SHOWS GRADING & DRAINAGE INTENT.

PARALLEL STORM PIPES TO TIE INTO EXISTING PIPE RUNNING EAST ACROSS N. 6th STREET.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

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SOPRIS ENGINEERING LLC
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DATE:	04/30/25	
JOB NO.	33122	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

LAND USE SUBMISSION

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
ACP SOUTH - GRADING & DRAINAGE PLAN

DRAWING NO.
C3-02

G:\JOB\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C1-PLAN.DWG - Apr 25, 2025 - 2:14pm

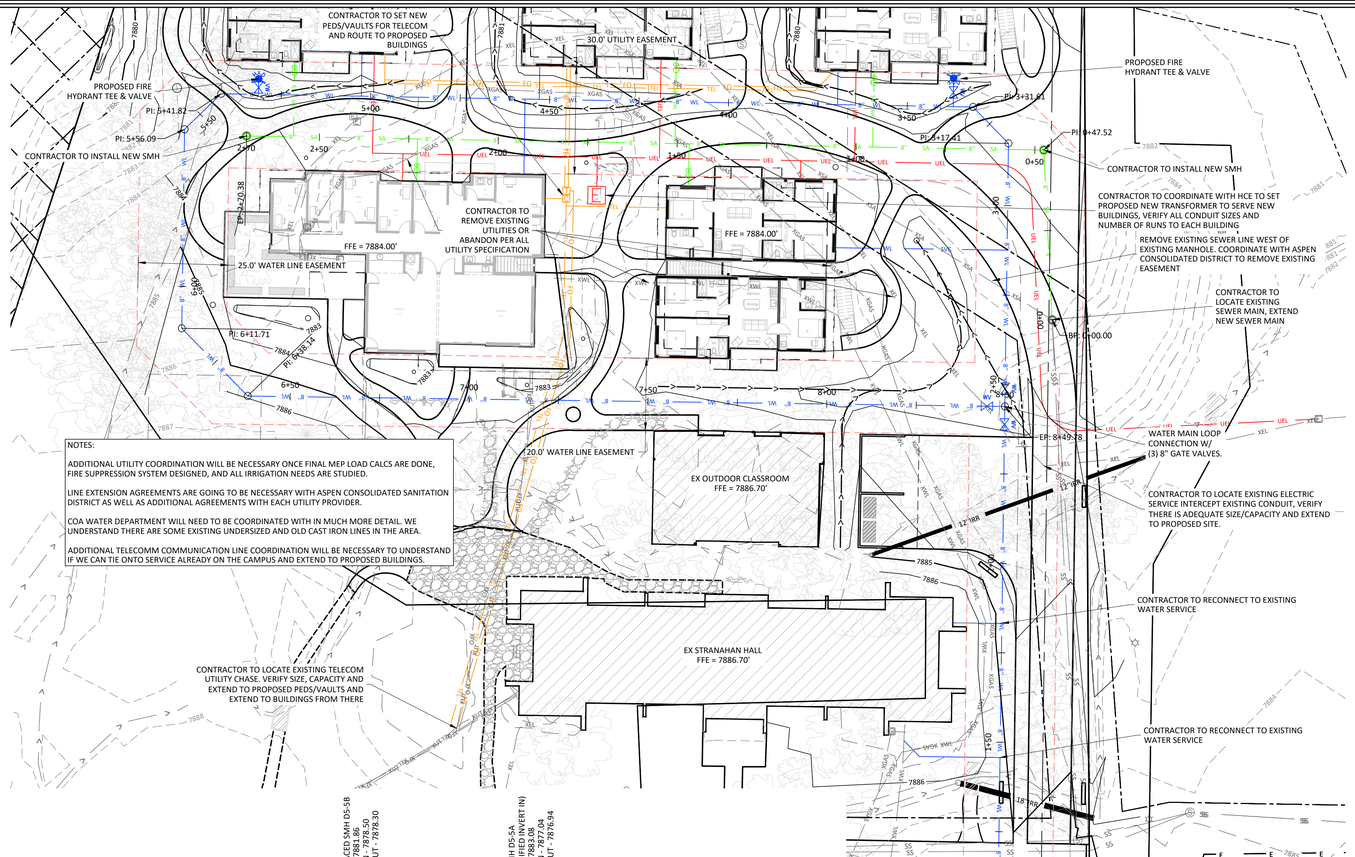
GENERAL UTILITY NOTES:

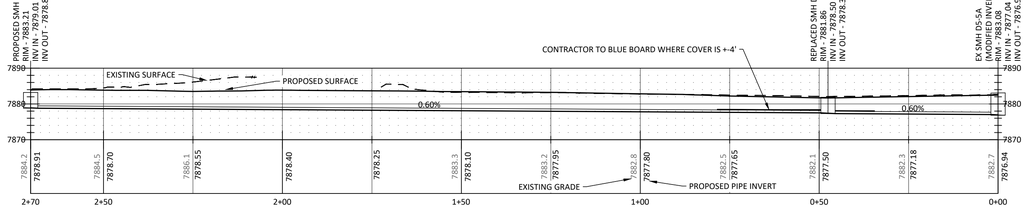
1. CONTRACTOR TO COORDINATE ABANDONMENT, RELOCATION, AND BURIAL OF THE EXISTING UTILITIES WITH THE UTILITY PROVIDERS. CONTRACTOR TO PROVIDE ALL TRENCHING, BEDDING, AND BACKFILL WORK NECESSARY FOR UTILITY RELOCATION. THE UTILITY PROVIDER IS TO PERFORM ALL LINEWORK NECESSARY.
2. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION OPERATIONS WITHIN THE LIMITS OF CONSTRUCTION. CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER(S) INVOLVED.
3. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON UTILITY MAPS, LOCATES OR OTHER INFORMATION PROVIDED BY UTILITY COMPANIES AND ACTUAL FIELD LOCATIONS IN SOME INSTANCES. THESE UTILITIES, AS SHOWN MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.
4. ALL UTILITIES, BOTH UNDERGROUND AND OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.
5. CONTRACTOR TO COORDINATE ALL UTILITY LINEWORK WITH THE RESPECTIVE UTILITY COMPANY PRIOR TO CONSTRUCTION.
6. ALL SITE AND UTILITY WORK SHALL BE IN COMPLIANCE WITH CITY OF ASPEN RULES & REGULATIONS. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCEMENT OF WORK.

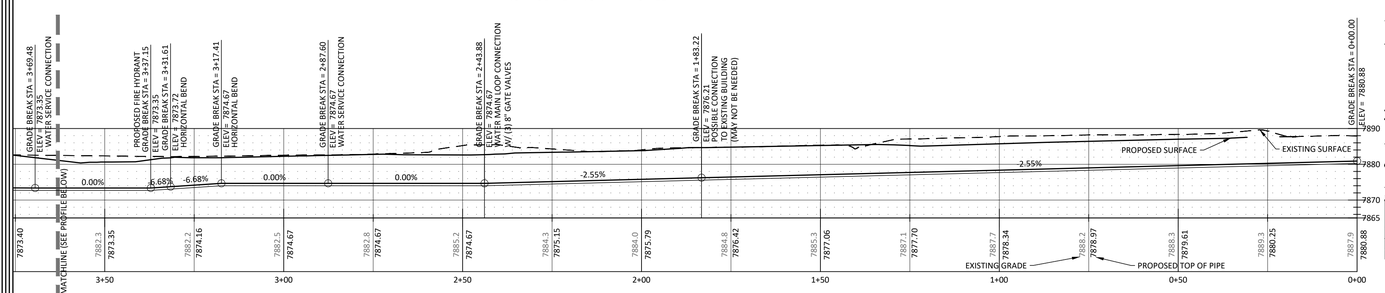
SHALLOW UTILITY NOTES:

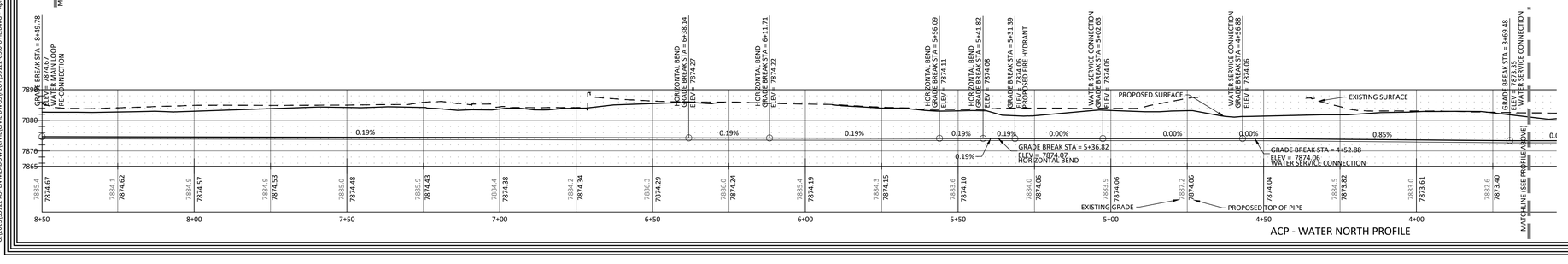
1. ALL MINIMUM DEPTHS, SEPARATION DISTANCES, MATERIALS AND/OR USE OF CONDUIT SHALL BE CONFIRMED AND COORDINATED WITH THE UTILITY PROVIDER PER UTILITY AGREEMENTS.
2. ALL UTILITY LINES AND/OR CONDUITS TO BE BACKFILLED WITH SUITABLE MATERIAL FREE OF ROCKS >1 1/2" Ø. USE CLASS 6 AGGREGATE BASE MATERIAL FOR BEDDING, AND/OR SUITABLE ONSITE MATERIAL. INSTALL PER UTILITY PROVIDER SPECIFICATIONS. BACKFILL TRENCHES WITH SUITABLE ONSITE MATERIALS. MINIMUM COMPACTION 95% IN PAVED AREAS.
3. GAS AND ELECTRIC TO BE INSTALLED IN SEPARATE TRENCHES. SEWER SERVICES TO BE INSTALLED A MINIMUM 10' FROM WATER SERVICES AS FEASIBLE. COMMUNICATIONS MAY BE INSTALLED IN COMBINED TRENCHES PER CONSTRUCTION FEASIBILITY AS LONG AS MINIMUM SEPARATION DISTANCES AND DEPTHS OF BURY ARE MAINTAINED. INSTALL WARNING TAPE OVER ALL UTILITY LINES.

UTILITY SERVICE	MINIMUM DEPTH
WATER	7.0'
SEWER	5.0'
ELECTRIC	4.0'
CABLE TV	3.0'
PHONE	3.0'
GAS	3.0'









UTILITY PLAN LEGEND

- PROPOSED 8" WATER MAIN
- PROPOSED 12" WATER MAIN
- PROPOSED 8" SANITARY SEWER MAIN
- PROPOSED 12" SANITARY SEWER MAIN
- PROPOSED ELEC, TELE, CABLE, GAS
- PROPOSED ELEC, TELE, CABLE
- PROPOSED GAS
- PROPOSED TELEPHONE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED CABLE
- PROPOSED FIBER OPTIC
- PROPOSED IRRIGATION PIPE
- PROPOSED STORM SEWER
- PROPOSED UNDERDRAIN
- PROPOSED ELECTRIC MANHOLE
- PROPOSED DRAINAGE DRY-WELL
- PROPOSED SEWER MANHOLE
- PROPOSED TELEPHONE MANHOLE
- PROPOSED UTILITY MANHOLE
- PROPOSED GUY WIRE
- PROPOSED POWER POLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CURB STOP
- PROPOSED GAS METER/VALVE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC METER
- PROPOSED TELEPHONE PEDESTAL
- PROPOSED CATV PEDESTAL
- PROPOSED SEWER CLEANOUT
- PROPOSED LIGHT POLE
- PROPOSED SIGN
- PROPOSED STORM INLET
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- EXISTING ELEC, TELE, CABLE, GAS
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- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING CABLE
- EXISTING FIBER OPTIC
- EXISTING IRRIGATION PIPE
- EXISTING SWALE OR DITCH
- EXISTING STORM SEWER
- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- EXISTING SETBACK (XX')
- EXISTING ELECTRIC MANHOLE
- EXISTING DRAINAGE DRY-WELL
- EXISTING SEWER MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING UTILITY MANHOLE
- EXISTING GUY WIRE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING CURB STOP
- EXISTING GAS METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING SEWER CLEANOUT
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING STORM INLET

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

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DATE: 04/30/25
JOB NO. 33122

DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

LAND USE SUBMISSION

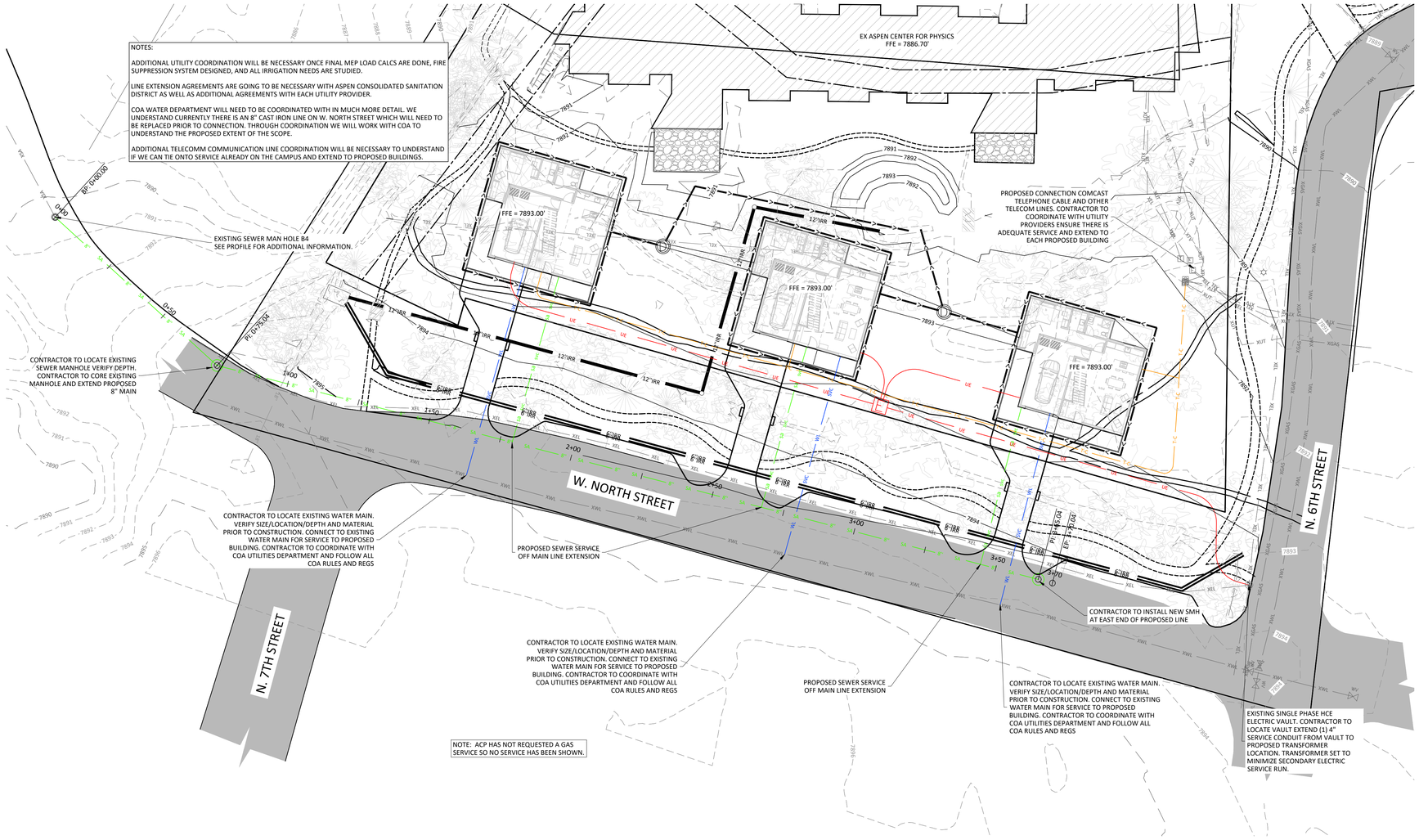
REGIONAL STAMP

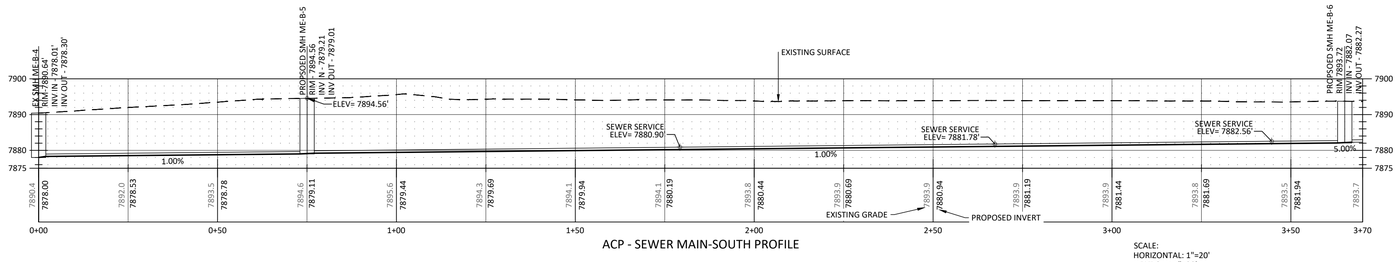
DATE	REVISION
00/00/00	XXX

TITLE
ACP NORTH - UTILITY PLAN

DRAWING NO.
C3-03

G:\33\33\33127 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33127-C3-01-UTIL.DWG - Apr 24, 2025 - 3:03pm





ACP - SEWER MAIN-SOUTH PROFILE

SCALE:
HORIZONTAL: 1"=20'
VERTICAL: 1"=20'

GENERAL UTILITY NOTES:

1. CONTRACTOR TO COORDINATE ABANDONMENT, RELOCATION, AND BURIAL OF THE EXISTING UTILITIES WITH THE UTILITY PROVIDERS. CONTRACTOR TO PROVIDE ALL TRENCHING, BEDDING, AND BACKFILL WORK NECESSARY FOR UTILITY RELOCATION. THE UTILITY PROVIDER IS TO PERFORM ALL LINEWORK NECESSARY.
2. THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION OPERATIONS WITHIN THE LIMITS OF CONSTRUCTION. CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR CONSENT OF THE PROPERTY OWNER(S) INVOLVED.
3. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON UTILITY MAPS, LOCATES OR OTHER INFORMATION PROVIDED BY UTILITY COMPANIES AND ACTUAL FIELD LOCATIONS IN SOME INSTANCES. THESE UTILITIES, AS SHOWN MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.
4. ALL UTILITIES, BOTH UNDERGROUND AND OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.
5. CONTRACTOR TO COORDINATE ALL UTILITY LINEWORK WITH THE RESPECTIVE UTILITY COMPANY PRIOR TO CONSTRUCTION.
6. ALL SITE AND UTILITY WORK SHALL BE IN COMPLIANCE WITH CITY OF ASPEN RULES & REGULATIONS. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCEMENT OF WORK.

SHALLOW UTILITY NOTES:

1. ALL MINIMUM DEPTHS, SEPARATION DISTANCES, MATERIALS AND/OR USE OF CONDUIT SHALL BE CONFIRMED AND COORDINATED WITH THE UTILITY PROVIDER PER UTILITY AGREEMENTS.
2. ALL UTILITY LINES AND/OR CONDUITS TO BE BACKFILLED WITH SUITABLE MATERIAL FREE OF ROCKS >1 1/2" Ø. USE CLASS 6 AGGREGATE BASE MATERIAL FOR BEDDING, AND/OR SUITABLE ONSITE MATERIAL. INSTALL PER UTILITY PROVIDER SPECIFICATIONS. BACKFILL TRENCHES WITH SUITABLE ONSITE MATERIALS. MINIMUM COMPACTION 95% IN PAVED AREAS.
3. GAS AND ELECTRIC TO BE INSTALLED IN SEPARATE TRENCHES. SEWER SERVICES TO BE INSTALLED A MINIMUM 10' FROM WATER SERVICES AS FEASIBLE. COMMUNICATIONS MAY BE INSTALLED IN COMBINED TRENCHES PER CONSTRUCTION FEASIBILITY AS LONG AS MINIMUM SEPARATION DISTANCES AND DEPTHS OF BURY ARE MAINTAINED. INSTALL WARNING TAPE OVER ALL UTILITY LINES.

UTILITY SERVICE	MINIMUM DEPTH
WATER	7.0'
SEWER	5.0'
ELECTRIC	4.0'
CABLE TV	3.0'
PHONE	3.0'
GAS	3.0'

UTILITY PLAN LEGEND

- PROPOSED 8" WATER MAIN
- PROPOSED 12" WATER MAIN
- PROPOSED 8" SANITARY SEWER MAIN
- PROPOSED 12" SANITARY SEWER MAIN
- PROPOSED ELEC, TELE, CABLE, GAS
- PROPOSED ELEC, TELE, CABLE
- PROPOSED GAS
- PROPOSED TELEPHONE
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED CABLE
- PROPOSED FIBER OPTIC
- PROPOSED IRRIGATION PIPE
- PROPOSED STORM SEWER
- PROPOSED UNDERDRAIN
- PROPOSED ELECTRIC MANHOLE
- PROPOSED DRAINAGE DRY-WELL
- PROPOSED SEWER MANHOLE
- PROPOSED TELEPHONE MANHOLE
- PROPOSED UTILITY MANHOLE
- PROPOSED GUY WIRE
- PROPOSED POWER POLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CURB STOP
- PROPOSED GAS METER/VALVE
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC METER
- PROPOSED TELEPHONE PEDESTAL
- PROPOSED CATV PEDESTAL
- PROPOSED SEWER CLEANOUT
- PROPOSED LIGHT POLE
- PROPOSED SIGN
- PROPOSED STORM INLET
- EXISTING 8" WATER MAIN
- EXISTING 8" SANITARY SEWER MAIN
- EXISTING ELEC, TELE, CABLE, GAS
- EXISTING ELEC, TELE, CABLE
- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING CABLE
- EXISTING FIBER OPTIC
- EXISTING IRRIGATION PIPE
- EXISTING SWALE OR DITCH
- EXISTING STORM SEWER
- EXISTING EASEMENT
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- EXISTING GAS METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATV PEDESTAL
- EXISTING SEWER CLEANOUT
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING STORM INLET

NORTH

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

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DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

LAND USE SUBMISSION

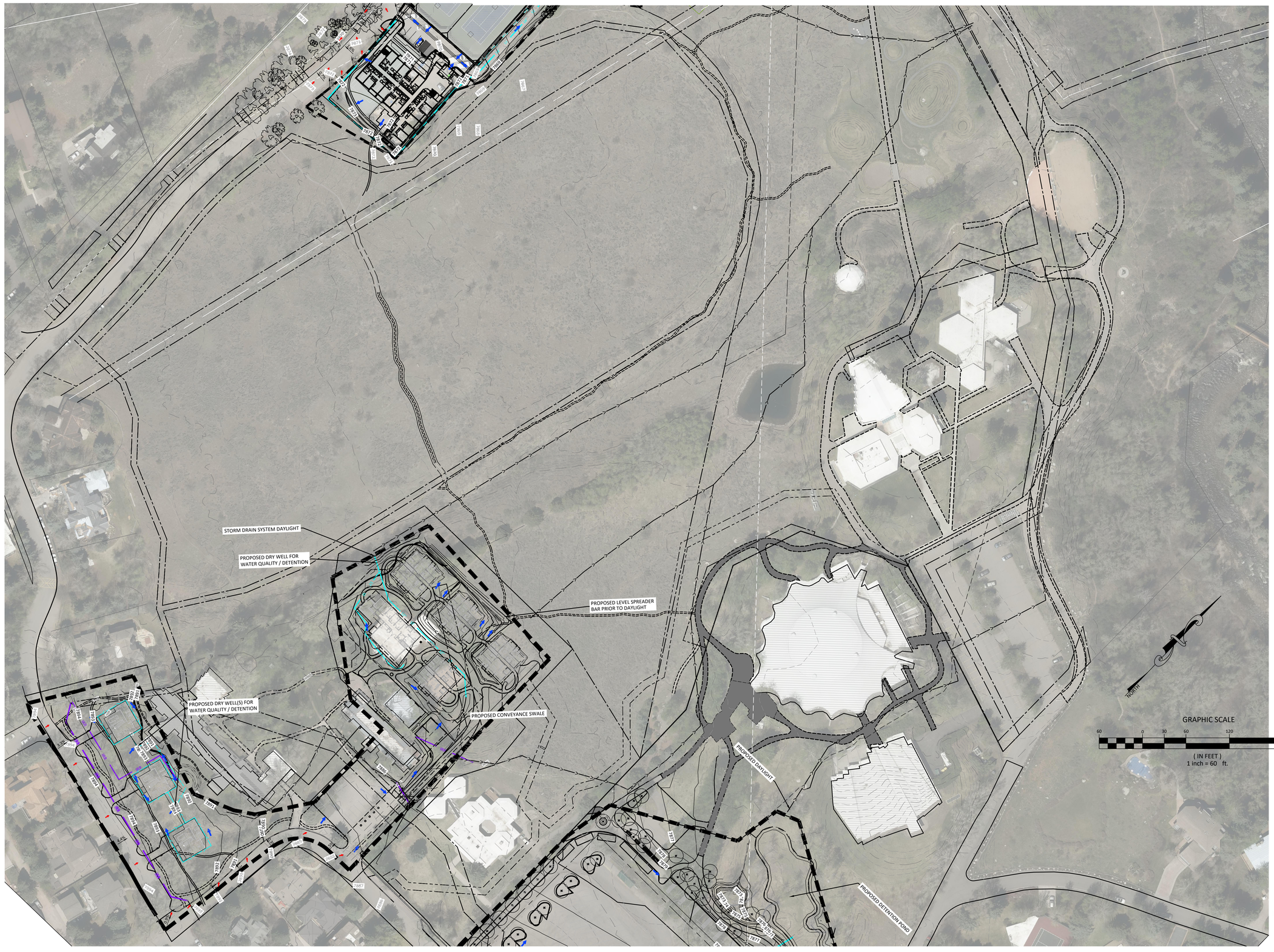
REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
ACP SOUTH - UTILITY PLAN

DRAWING NO.
C3-04

G:\2023\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C3 6 UTIL.DWG - Apr 24, 2025 - 5:04pm



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ASPEN, COLORADO

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DATE	REVISION
00/00/00	XXX

TITLE
ACP - DRAINAGE BASIN PLAN

DRAWING NO.
C3-05

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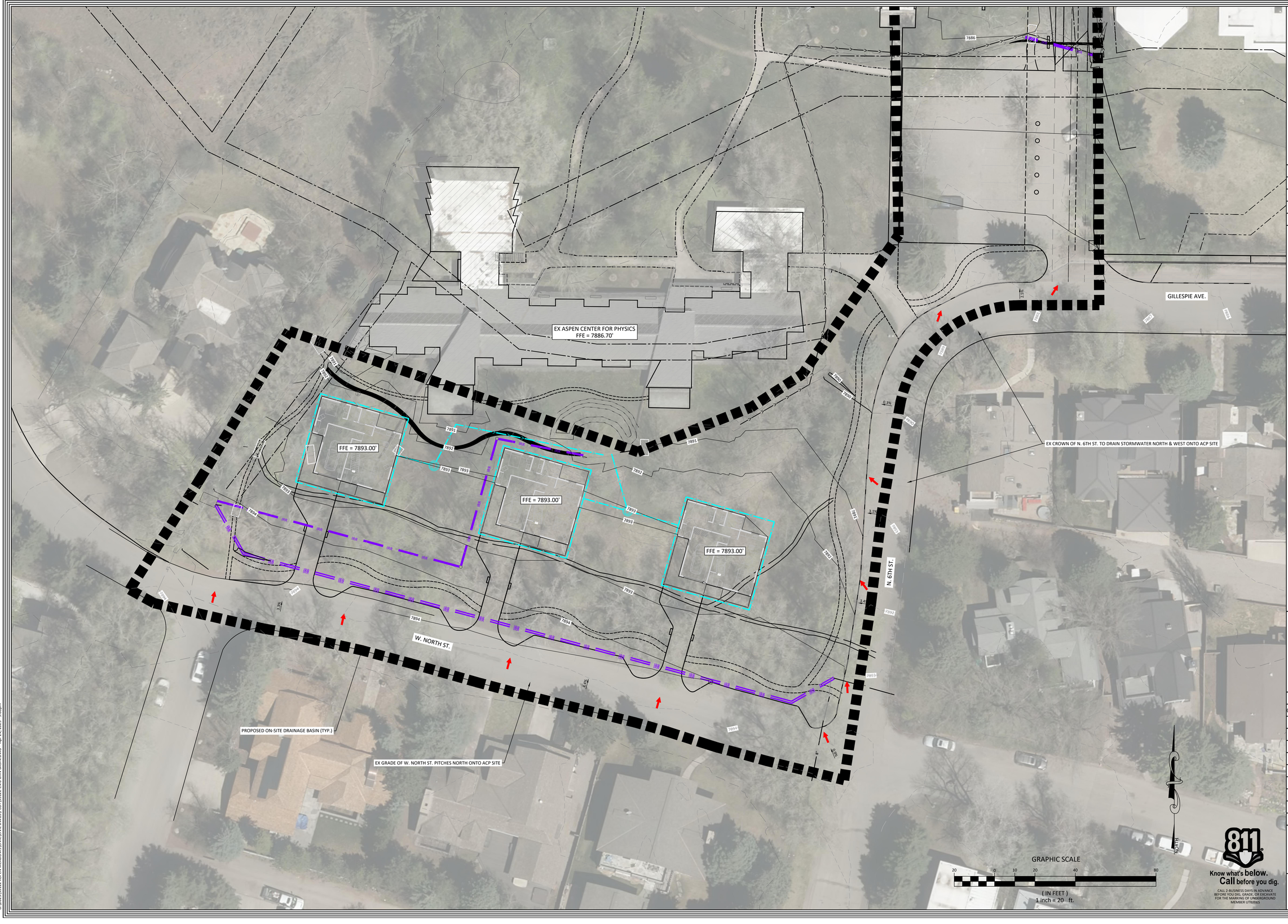
G:\2025\33122 ASPEN MEADOWS\CIVIL\DWG\PLOTS\33122-C4.0-DRN-BASIN.DWG - Apr 24, 2025 - 5:08pm



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DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

EXHIBIT

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
ACP - STREET DRAINAGE EXHIBIT

DRAWING NO.
C3-06

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G:\2023\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOTS\33122-C4.0-DRN-BASIN.DWG - Apr 24, 2025 - 5:08pm

SNOW STORAGE NOTES:

PER CHAPTER 5, SECTION 8 OF THE CITY OF ASPEN ENGINEERING STANDARDS, SNOW STORAGE FOR THE ASPEN CENTER FOR PHYSICS (NORTH) SITE HAS BEEN DESIGNED TO PROVIDE A MINIMUM FUNCTIONAL AREA EQUALING 30% OF THE PAVED AREA THAT IS CONTIGUOUS TO THE PAVED AREA AND DESIGNED TO ACCOMMODATE SNOW STORAGE.

PAVED AREA = 15860 SF

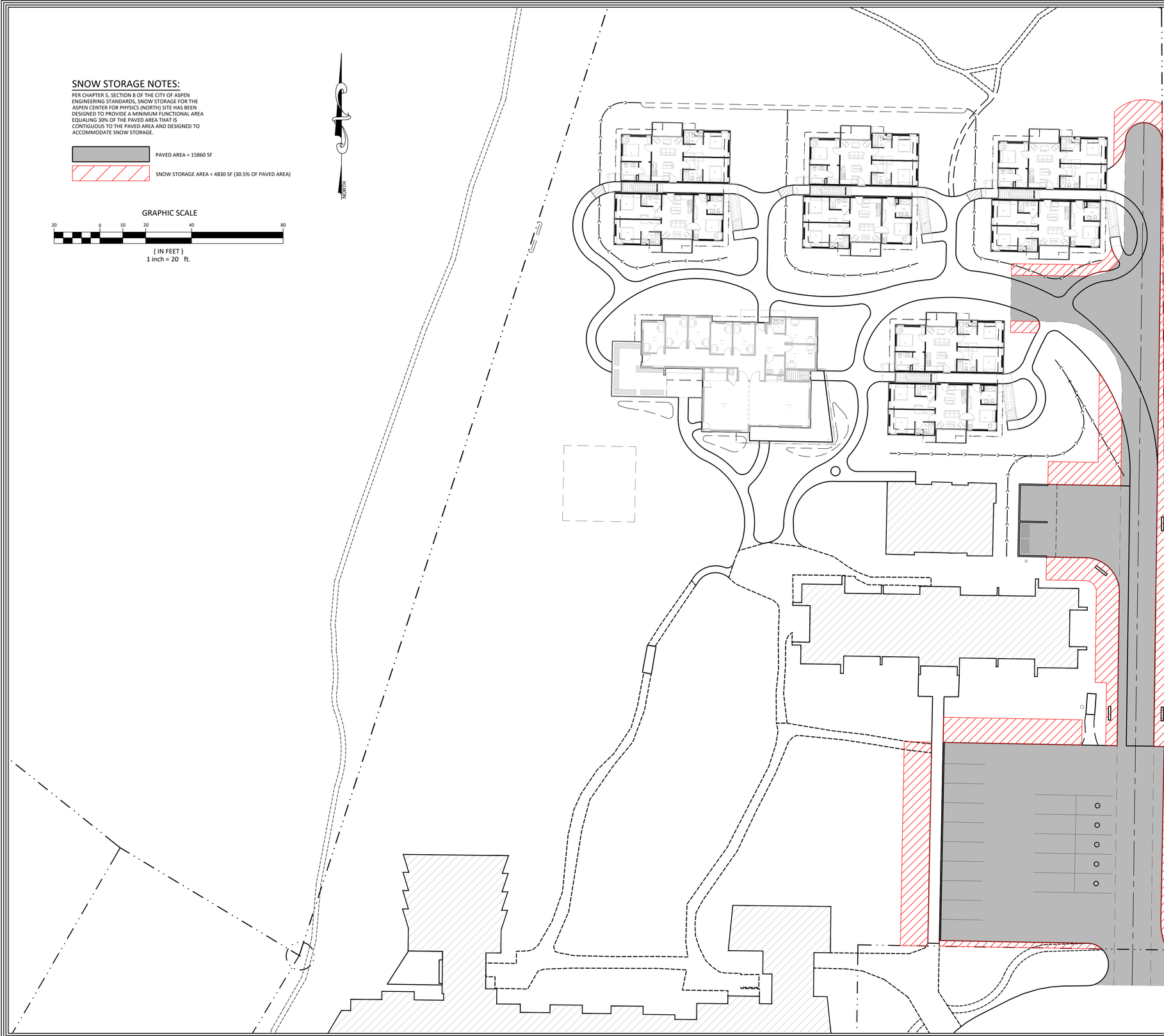
SNOW STORAGE AREA = 4830 SF (30.5% OF PAVED AREA)

NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.



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DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

ASPEN MEADOWS CAMPUS PLANNED DEVELOPMENT ASPEN, COLORADO

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00/00/00	XXX

TITLE
ACP NORTH - SNOW STORAGE PLAN

DRAWING NO.
C3-07

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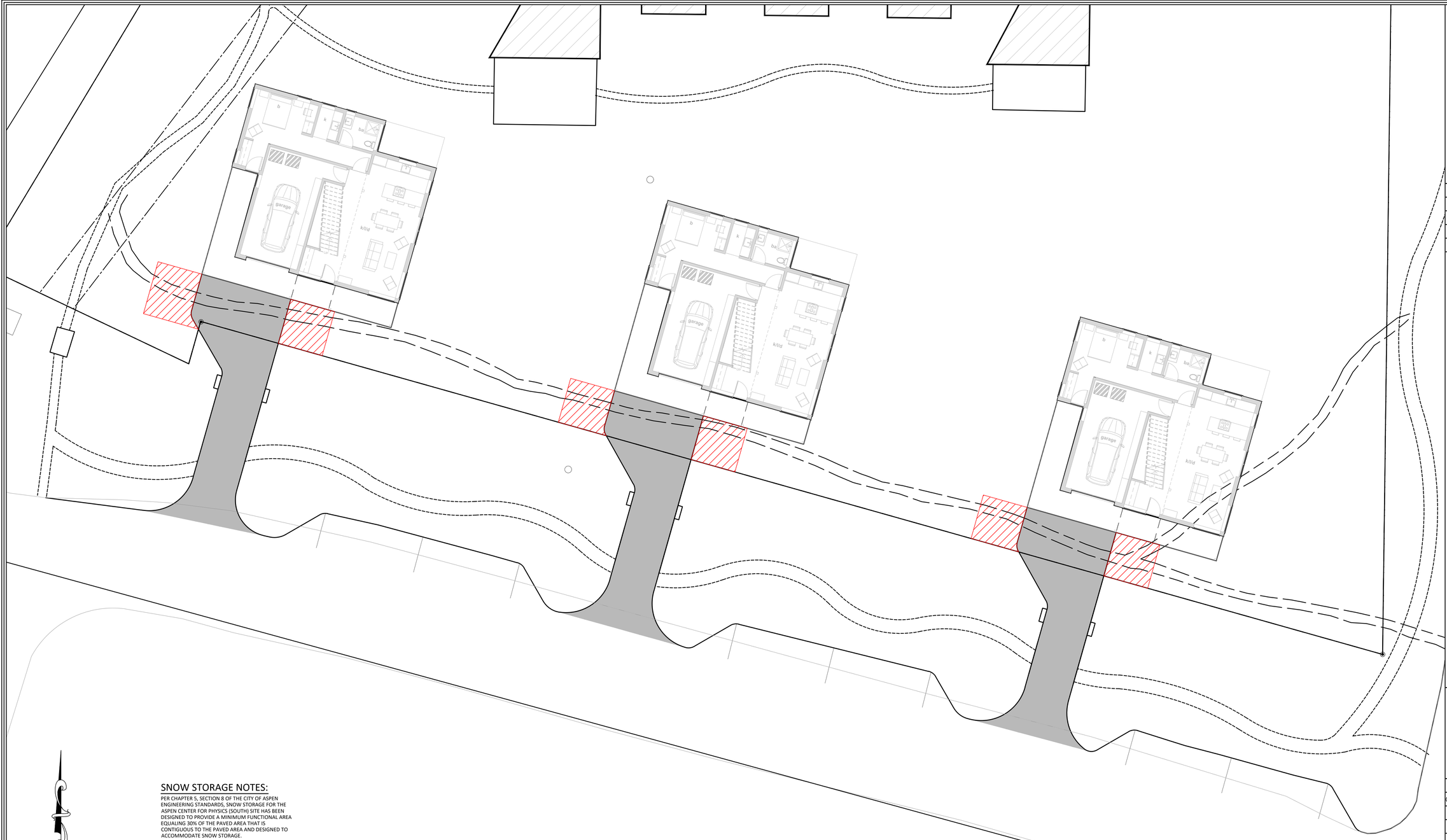
G:\2023\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C3-3-SNOW STORAGE.DWG - Apr 24, 2025 - 3:10pm



SNOW STORAGE NOTES:

PER CHAPTER 5, SECTION 8 OF THE CITY OF ASPEN ENGINEERING STANDARDS, SNOW STORAGE FOR THE ASPEN CENTER FOR PHYSICS (SOUTH) SITE HAS BEEN DESIGNED TO PROVIDE A MINIMUM FUNCTIONAL AREA EQUALING 30% OF THE PAVED AREA THAT IS CONTIGUOUS TO THE PAVED AREA AND DESIGNED TO ACCOMMODATE SNOW STORAGE.

PAVED AREA = 2060 SF

SNOW STORAGE AREA = 620 SF (30.1% OF PAVED AREA)

NORTH

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

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ASPEN MEADOWS CAMPUS
PLANNED DEVELOPMENT
ASPEN, COLORADO

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REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
ACP SOUTH - SNOW STORAGE PLAN

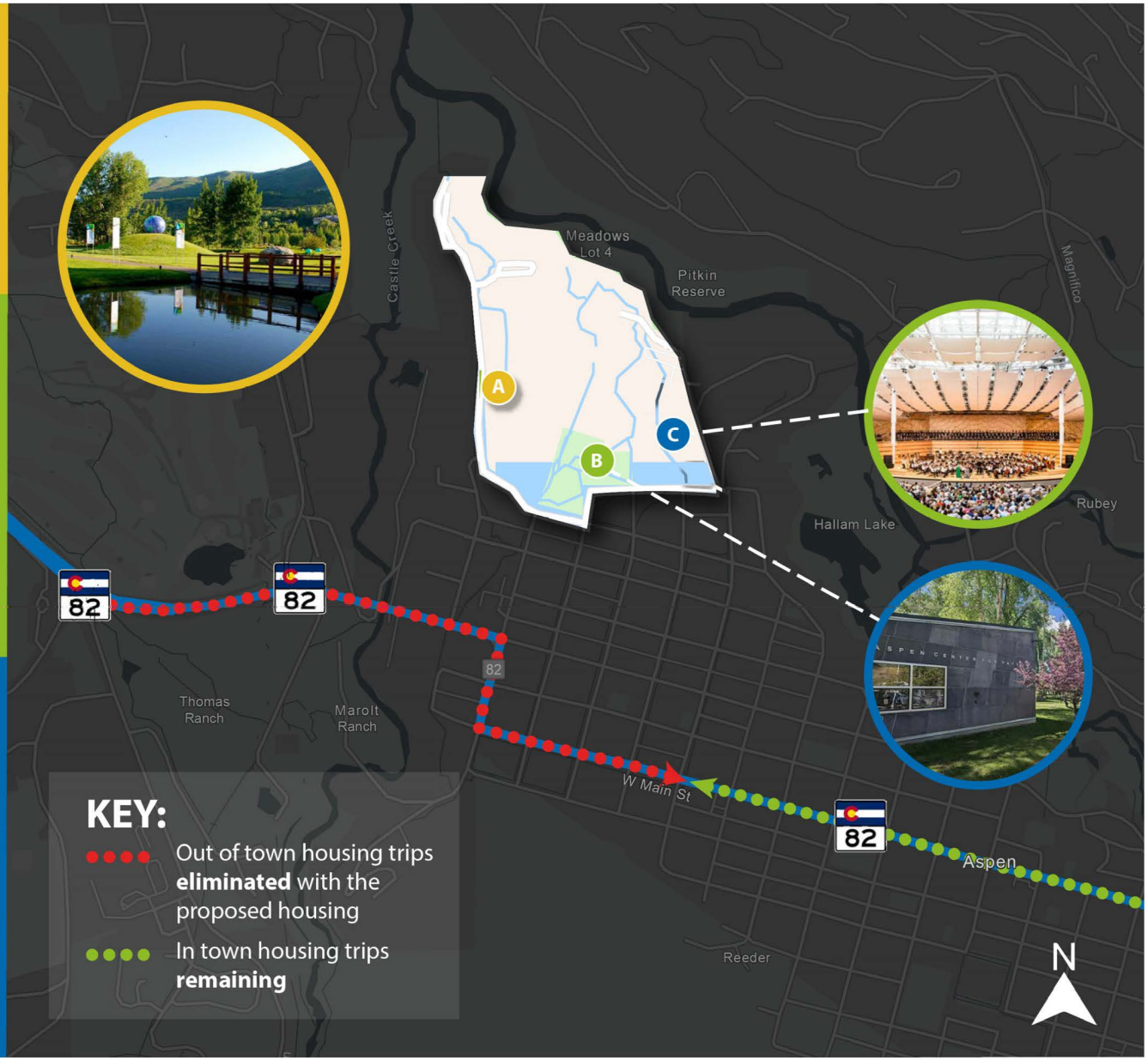
DRAWING NO.
C3-08

G:\2023\33122 ASPEN MEADOWS\CIVIL\CIVIL DWGS\PLOT\33122-C3-8 SNOW STORAGE.DWG - Apr 25, 2025 - 1:17pm

A Housing for Aspen Institute will be used for staff housing, including full-time, part-time, seasonal, and intern staff. **Twenty-six out of their 51 employees (51%) commute** from outside of Aspen. This will result in a 51% reduction in peak hour trips to the site.

B The Aspen Center for Physic's academic housing will be used for program participants, and will accommodate 66% of the Center's housing need. **Currently 40% of academics travel from outside of Aspen.** The proposed housing will allow for these academics to stay on campus instead of making a daily commute. This will result in a 66% reduction in peak hour trips to the site.

C Housing for the Aspen Music Festival and School will be used to house part-time staff, full-time staff, and potentially program participants and faculty. **Currently, approximately 6 staff members live in Aspen, and 7 come to the school from outside the city limits.** With the proposed housing, those 7 staff members will be housed on campus. This will result in a 54% reduction in peak hour trips to the site.





View of Campus Entrance along Meadows Road



View from Anderson Park

RENDERINGS

ASPEN INSTITUTE

PLANNER: DESIGN WORKSHOP
LANDSCAPE ARCHITECT: DESIGN WORKSHOP
ARCHITECT: ROWLAND + BROUGHTON

MEADOWS CAMPUS HOUSING MASTER PLAN
ASPEN, COLORADO

PREPARED 09/13/24

View from Gillespie and 3rd

View from Gillespie and 4th

RENDERINGS

ASPEN MUSIC FESTIVAL AND SCHOOL

PLANNER: DESIGN WORKSHOP
LANDSCAPE ARCHITECT: DESIGN WORKSHOP
ARCHITECT: 2527 + HARRY TEAGUE

MEADOWS CAMPUS HOUSING MASTER PLAN
ASPEN, COLORADO

PREPARED 04/30/25



View from North Street



View from Meadow

RENDERINGS

ASPEN CENTER FOR PHYSICS

PLANNER:	DESIGN WORKSHOP
LANDSCAPE ARCHITECT:	DESIGN WORKSHOP
ARCHITECT:	HARRY TEAGUE ARCHITECTS

MEADOWS CAMPUS HOUSING MASTER PLAN
ASPEN, COLORADO

PREPARED 09/13/24

Aspen Meadows Campus

Land Use Application
Engineering Narrative

September 9, 2024
REVISED April 30, 2025

Prepared For:
Jessica Garrow, Principal
Design Workshop
22860 Two Rivers Rd #102
Basalt, CO 81621
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Prepared By:
Sopris Engineering
502 Main Street Suite A3
Carbondale, CO 81623



Colby Christoff, P.E.

Table of Contents

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2.	**PROJECT SUMMARY**	3
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4.	**ACCESS**	7-8
5.	**DRAINAGE**	8-10
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Appendix A: **Wil Serve Letters**

1. INTRODUCTION

This engineering narrative has been prepared in support of the proposed Land Use Application Submittal for the Aspen Meadows Campus including the Aspen Institute (AI), Aspen Center for Physics (ACP) and Aspen Music Festival and School (AMFS).

This report outlines our initial findings as it relates to utilities, access and a brief overview of the water quality treatment recommendations. Further coordination and design efforts are anticipated as the site design and architecture further develop and the project progresses through the City's review process.

2. PROJECT SUMMARY

This section summarizes the proposed improvements associated with each portion of the project.

AI –

The proposed development is to occur south of the existing tennis courts and parking garage, and will include:

- Expansion of the existing parking garage
- Single building expansion on top of expanded parking garage which will include (13) units
- Expanded garage will be accessed from existing garage
- Additional access to building and surface parking

ACP –

The proposed development is to occur on both the far north and south ends of the property and will include:

- The north end will include one building being removed and 5 new buildings are proposed
- The south end of the property will include 3 new proposed buildings which will be accessed by individual driveways from W. North Street
- New structures will contain a total of (31) proposed units
- A revised parking layout and access to the north end of the property are proposed for improved parking and emergency access

AMFS –

The proposed development occurs almost exclusively in the existing parking lot area at the south end of the site and will include:

- Reconstruction of the parking lot, which will result in pushing the parking slightly north to ensure adequate parking numbers
- 9 proposed buildings at the southeast corner of the site which will include 13 total proposed units
- Improved circulation of the parking lot will be a large focus of the parking with (2) accesses off Gillespie Ave and an additional access off N. 3rd Street

3. UTILITIES

AI -

Water – The City of Aspen (COA) Utilities Department provides water to the site. The COA water main in the area runs up the western side of Meadow Drive. There is a water stub to provide service to a fire hydrant just north of our proposed surface parking area. The intent of our project is to tap into the water line just north of our proposed surface parking area and route to the proposed garage building. Once the water line enters the existing garage the MEP will provide the details. Through coordination with COA Utilities Department, we understand there to be adequate water to supply the proposed (13) units.

Additional COA Water Coordination - Per our coordination call with the COA Water Department the first week of August 2024, we understand that there is a cast iron water main within the Meadows Dr. roadway. Due to its age and material, the City will not let us tap the lines, however they are aware of these issues and some of this work is part of their upcoming capitol plan. As part of this plan, the city will consider how they can cost share to replace more of the cast iron line. Currently, the cast iron starts down near 8th and Meadows and runs up past our proposed tie in. Further coordination will be needed with the COA water department and additionally, each of the three partners will need to assist with hiring a 3rd party consultant (through COA) that works for COA water department who models the water so we can ensure we will have sufficient capacity and fire flow. Additionally, engineering coordination will be needed to show our project's scope vs the City's capital plan scope.

Sewer – Aspen Consolidated Sanitation District (ACSD) will provide sanitary sewer to the site. The closest sewer main is north of our proposed development, generally in the center of Meadows Dr. A new sewer main is proposed to be installed further south down the center of Meadows Dr. We have proposed a new manhole located near the proposed surface parking in our development. Just north of the proposed manhole we have shown a new sewer service coming off the main to provide service to the proposed development.

Electric – Holy Cross Energy (HCE) provides electric to the site. The current garage and associated buildings have electrical service. There is single and 3-phase electrical service in the vicinity of the proposed development. We anticipate that the building will want 3-phase power. Our electrical improvements are based upon 3 phase power. There is an electrical vault north of the proposed surface parking access. We have proposed tying onto the vault running conduit to a proposed transformer along the existing garage/tennis court. From that location we will run secondary power south and into the proposed parking garage.

Gas – Black Hills Energy (BHE) provides gas to the site. BHE has services in the area and even within the existing garage and surrounding buildings. At this point BHE indicated there is service and will continue to coordinate with us once we have MEP plans and better understand the anticipated loads on the building.

Comcast – Internet, phone and cable will be provided by Comcast. They currently have facilities directly in the existing parking garage. Currently we understand that the proposed service can run

from the existing parking garage to the new addition to the garage and then directly into the building from beneath.

Fiber – Currently, Lumen provides fiber to a cellular tower at or near the north side of the tennis courts. A connection is currently shown at an existing fiber hand hole on the west side of Meadows Dr. that is more certain at this stage. From there, conduit runs south and crosses the road, parallelling our other proposed utility trenches.

ACP -

Water – COA Water department provides water to the Physics site. There are currently taps for the existing physics buildings that run from the existing parking towards the buildings. The plan is to tap the existing line within Gillespie Ave. and run up the proposed fire truck access. We would have two new fire hydrants to facilitate emergency response as well as provide operational and flushing points for the COA Water department. The southern proposed buildings will have individual taps coming off the existing line in W. North Street. We understand there to be sufficient service for the proposed development.

Additional COA Water Coordination - Per our coordination call with the COA Water Department the first week of August 2024, we understand that there are both cast iron lines in the vicinity of the tie in points for ACP as well as lines that may be undersized. The south end of the physics site has 8" cast iron lines which have aged to the point where this development will need to contribute or partner with the COA water department to replace prior to tying on. It was also noted that COA Water Department will want us to loop the proposed line on the north side of physics so there are no dead-end lines. Therefore, our plan to shows a lollipop loop which we will still need COA Water input and modeling to confirm. Just like on AI COA Water Dept will need to engage their third-party consultant who does all the water modeling for the COA in order to confirm pipe sizes and flow rates to ensure the system in the area has proper capacity and fire flow. The project should anticipate replacing at least a block of old cast iron water main on W. North Street.

Sewer – ACSD currently supplies services to the existing buildings on the Physics site, most of which are north of Gillespie Ave. The existing building on the north end of the site has a sewer main running to it, however the existing main will be in the way of the proposed development. For the northern proposed buildings, we anticipate locating the existing sewer main at a manhole that can remain in place. We would then extend the main down the center walkway of the development and individual services would come off the main to each building. The southern buildings do not have a sewer main very close by, with the nearest manhole west of the site on W. North Street. This manhole will have to be located and a new sewer main extended to the east. We anticipate extending the main just east of the eastern most home and having (3) individual services running to each of the proposed buildings.

Electric – HCE provides electricity to the physics center and the existing buildings are all served currently. Both single and 3 phase power are available on the north end of the site. There is an existing transformer and electric vault just north of the buildings on the institute property just east of the site. At the existing vault there is currently both 3 phase and single-phase power available. From

the vault we would pull power to the north end of the site where we would set a new transformer and run individual services to each of the proposed buildings. If single phase is needed there would be (1) 4" conduit if 3 phase is needed it would be (2) 4" conduits. On the south end of the site there is a vault in the NW corner of the intersection of 7th Street and W. North Street. Additionally, there is an existing transformer just south of the physics building which only serves the physics center. Our plan is to pull power from the vault at the intersection of W. North Street and 6th Steet.

Gas – New Gas service is not proposed at ACP.

Comcast – Internet, cable and telephone are currently provided by Comcast. With the routing of electric we intend to extend some of the services, and we believe with the onsite infrastructure we can extend the service via the existing underground system.

Fiber – At this time we understand the current facilities onsite are sufficient for current use and anticipate the existing facilities to be rerouted from the existing building being removed to the proposed buildings. Expansion beyond what is onsite will be costly as Lumen does not have fiber service close by.

AMFS

Water – The existing water mains are located in both Gillispie and N. 3rd Street. The current plan is to create a new loop from North 3rd street down to Gillespie. This loop would allow for the majority of services to be served directly onto the new looped line. The remaining services would be served off the existing Gillespie water main. Each building would have its own tap run directly to the main(s). Each building is anticipated to have its own tap with one meter.

Additional COA Water Coordination - Per our coordination call with the COA Water Department the first week of August 2024 we understand that the lines south of the Music site are 6" DIP lines. We will need to continue coordinating with the COA Water Department to understand our proposed demands and have their 3rd party water modeler inform if there are any capacity issues based on the proposed unit mix and anticipated demands.

Sewer – ACSD supplies sanitary sewer in our area and currently has a main within Gillespie Ave. - just south of the property. At this time we have proposed 2 new sections of sewer main. On the western side of the proposed building within the updated parking lot we would propose a new north south main that would tie into existing sewer main on Gillespie. In order to reduce the number of taps, street cuts and potential damage to existing trees we are proposing another leg of the new sewer main just north of the proposed homes that parallel Gillespie. Each proposed building is proposed to have its own sewer service line. We have anticipated a 20' utility easement for the sewer main and other utilities between just north of the 4 buildings along Gillespie with the manholes strategically placed where they can be easily accessed off the roadways for maintenance and inspection. Currently, ACSD does not believe there are any capacity issues. ACSD did, however, indicate that the effluent that goes into the Gillespie line does go through a siphon down the line and that there are currently plans for reconstruction of that siphon and any property contributing effluent to that line will also be

assessed a value to contribute to that repair based on flow. At this time, we do not have any information about the cost, but we will continue to coordinate with the district as we move through the review process.

Electric – HCE provides electric service to the site and surrounding area. Currently, there is a single phase utility vault at the junction of Roaring Fork Rd. and N. 3rd Street. We intend to bring power from this point onto our site and set a transformer centrally located between the southern proposed buildings. We would then run primary electric to a second transformer to the north of the property amongst the other proposed buildings. From these transformers we would have individual services to each building. If there is a desire to bring 3-phase power to these buildings, there will need to be substantially more infrastructure installed. Likely the closest and easiest location to bring 3-phase power from is on the institute site where the physics is pulling power from. Since we will be reconstructing and re-grading the parking lot, an electric trench running across there likely makes more sense than going much further up N. 3rd Street to pull power down the road and then onto our site.

Gas – BHE provides gas service to this area. Currently there is a gas main running on the south side of Gillespie Ave. which would be our best point of connection. From there we would run a service main on to our site and have individual services run from the main to each building.

Comcast – Currently comcast has telecom lines all around the property. The best location to pull service from is across N. 3rd Street and Roaring Fork Drive (near the electrical connection point). There is a set of pedestals that serve the area. From there we would try to combine trenches with electric as we cross N. 3rd Street and then run onto the site where we'd set new pedestals with individual service lines from the pedestals to the proposed buildings.

Fiber – Currently Lumen is only serving new customers with fiber optics. The nearest fiber optics connection point is on 3rd Street and Hallam or on 8th Street and Meadows. There is discussion currently of Lumen running new service up N. 3rd Street all the way to the north intersection of Roaring Fork Drive. If this happened there would be conduit running directly past the proposed development and it would be relatively easy to connect to with a new hand hole vault. Lumen should know more in late 2024 or early 2025 on whether that project will move forward or not. Right now it doesn't appear to make much sense to have Lumen as a service provider.

4. **ACCESS**

Below is a summary of how emergency access, circulation and waste management is address for each site:

AI – Our project will generally keep similar access from all standpoints however we believe it will be improved as well add additional capacity in the parking garage, we will widen the radii on the entry road to accommodate emergency vehicles and will provide 'level' access for trash service. Additionally, delivery vehicles will be able to pull up past the parking area off of Meadows Dr for safe and efficient deliveries.

ACP – Currently the physics site is accessed off the corner of Gillespie Ave and N. 6th street where there is a parking lot. Our proposed development will be improving access by allowing better access around the existing parking lot as well as a new emergency access to the north end of the site. The emergency access will provide a fire truck turnaround near the north end of the site which will greatly improve emergency access. Solid waste will have improved facilities with better access.

The physics site is also looking at several units on the south side of their site which will each have very short individual driveways to each coming right off W. North Street.

AMFS – The music site currently has (3) points of access to their southern property. One being off Gillespie Ave on the western side of the site and (2) others off N. 3rd Street. The existing north access off 3rd and west access off Gillespie will remain largely in the same general location but be improved to have proper crosswalks, bus/emergency vehicle radii and proposed stop signs. There will be one additional entrance off Gillespie Ave about midway along the property line. There will be 2-way circulation around the entire parking lot which will help in cars searching for a vacant parking stall. By removing the one access near the southeast property corner we will eliminate one additional access coming in near an intersection. We have also reviewed the pedestrian access in more detail and with City staff we are now showing an improved pedestrian access across Gillispie from 4th Street.

Bus access will remain similar, they will come in from N 3rd Street and work their way west to the bus pullout area on the northwestern side of the parking lot. They can then exit to the south back onto Gillespie like what they do today.

Since we are adding buildings to the south side of the site we are focused on the serviceability of the buildings in terms of fire or emergency. We believe the buildings will all have very good access since there will be roads on 4 sides of the proposed buildings with no backing up or turning around necessary for large trucks.

5. SITE DRAINAGE

SE has studied each site and how it relates to the City of Aspen URMP. We have been able to discuss the proposed site drainage for each of the sites at a high level with City of Aspen Engineering Staff Hailey and Simon. At this time, we understand that each site will only be required to treat water quality for its proposed disturbance not for the entire site. Additionally, we understand that COA engineering is comfortable with us discharging into existing irrigation ditches on site as the water has done historically as long as we maintain historic rates into the ditch. At this time, we have looked at major basins to get an idea of flows, water quality, and stormwater routing to see how globally we can handle each site.

Below is a brief description of how we plan to handle each site's drainage.

AI – This site is adjacent and connected to the existing parking garage with the tennis courts on top. The plan to extend the garage south creates some grading and storm drainage issues. Since the proposed development will sit on top of the parking garage pedestal we are limited to our grading around the site. Our access must slope up from the existing Meadow Dr so we will need to ensure we capture the water running

off to the west. The only area we really must drain water onto is to our east which drops off and drainage heads to the north from there. Since we will have to have some inlets / trench drain at the surface entrance to the site we will have to pipe around the building.

The proposed storm drainage pipe will allow us to collect micro basins and ensure we treat all proposed development for water quality as required by the URMP. By the time we route a pipe with adequate cover around the building we end up deep. Rather than running hundreds of additional feet of pipe and disturbing existing vegetation we anticipate installing a drywell to provide water quality treatment and allow for a higher pipe overflow to daylight out into the open space.

As mentioned above, because our site is directly adjacent to the river, we do not propose providing any detention for this site. Additionally, because our work is a fraction of the overall site size, we do not anticipate needing to provide additional water quality for the rest of the site. Instead, we will be focused on collecting all the water that hits our proposed development and treating it for water quality, initially in a drywell and upon higher flows or larger storm by running it across acres and acres of native vegetation before finally releasing down to the Roaring Fork River.

ACP – The physics site is a bit challenging since it is broken into two parts, north and south. Generally, the topography slopes from SW to North or northeast which is what we intend to maintain. Once again, the site is adjacent to the river, so we do not propose any detention for the site but do intend to provide water quality.

On the northern portion of the property which includes the revised parking lot layout, the proposed emergency access as well as the proposed buildings we intend to drain everything to the north through existing swales, proposed swales and broad sloping areas. We will have a few pipes and inlets to get water out of low points near the buildings that swales were not able to get to. Along the western side of the property, we will have one daylight point into the existing open space and wildlife easement. Along the northern side of the property that borders the open space and wildlife area we anticipate providing a long, narrow level spreader bar that will allow water to stage up and then evenly spill out across the existing landscape. This will provide water quality and a very broad discharge point. From both northern discharge points, stormwater will drain across acres of native vegetation, into existing swales, further north into shallow ponds and eventually to the daylight of the Roaring Fork River.

On the southern portion of the property the proposed development is mainly cut off from the northern portion due to existing buildings, thick vegetation and existing ditches. Additionally, our proposed driveway accesses also have to go over existing ditches which further complicates the grading and ensures that all drainage is treated onsite.

With all the constraints we have currently proposed a pipe and drywell system that will detain water. This will provide water quality in compliance with the URMP and have an overflow daylight into the existing irrigation ditches. The drywells will be sized to provide water quality as well as detain water to the predevelopment flow rate and release any water above that back into the irrigation ditch.

AMFS – The music site exists as a large parking lot approximately 3 acres in size. The proposed plan is to push the parking lot slightly further north in order to pick up additional parking stalls that will be removed with the addition of proposed buildings. Once again, since the music site is in very close proximity to the Roaring Fork River, we do not propose to provide detention, however we will provide water quality.

Currently the parking lot drains generally from south to north, and our intent is to maintain that drainage pattern as we reconfigure the parking area. The eastern side of the side will become the new housing portion with walkways and drainage swales. The goal is to have collection points / swales along the north side of the parking lot which will collect flows and move them north towards a proposed water quality and detention pond. This pond will be large enough to attenuate large storms so that the storms can be released at a predevelopment rate through the site to the north to daylight to the Roaring Fork River. The proposed detention pond will be a larger shallow basin in order to have a large volume but still allow walking trails to meander through the area. There is an existing irrigation pond that will be relocated separately from the detention area but both will eventually daylight into the existing irrigation ditches running through the site. The detention pond will provide water quality as well as detention which is needed because the existing channel leaving the site cannot accommodate the entire projected flow.

The entire site north of the parking lot is mature native vegetation. We have worked with our design team to ensure the detention pond minimizes impacts to existing trees and vegetation to the extent possible. We believe our proposed plan meets the intent of the URMP and provides the appropriate water quality and storm attenuation for the site.

Further studies, calculation and details will be provided as we move further into design. Currently we believe for each site we have an appropriate plan to ensure we are providing water quality and attenuating stormwater to the extent necessary.

Curb Deferred Zone:
It should be noted that the north end of Town within this area is in a curb deferred zone so curb and gutter are not required. At both the AI and the ACP we are not anticipating adding any curb and instead maintaining the existing drainage patterns. At AI the roadway would continue to pitch to the west where it drains into an existing drainage ditch and heads north to the ultimate daylight of the roaring Fork River. At ACP both roadways W. North Street and Gillespie drain onto the site. We would continue to drain onto the site via sheet flow, various ditches and natural depression. The AMFS is the only site that currently has curb and gutter. We intend to replace the curb and gutter with new curb and gutter with strategically placed curb cuts and chases across the associated walks. This will allow water to drain onto our site and be picked up by our stormwater system.

6. **Snow Storage**

Snow storage is always a large concern with proposed developments within the City of Aspen. Each site has unique challenges but we believe we have achieved the proposed snow storage for each of the three sites. Below is a brief description of how each site will provide snow storage. We have also provided a snow storage exhibit for each site within the civil engineering plans.

AI- On the AI we have reviewed our snow storage opportunities, and we believe we have sufficient storage for the snow onsite. The majority of the snow would be pushed from west to east and stored on the eastern side of the access / parking road.

ACP- Immediately adjacent to the parking lot to the west and north result in the majority of the snow storage for the parking area. There are additional areas on both the west and east side of the proposed fire access road as you head to the northern portion of the site. On the southern portion of the site there are additional snow storage opportunities on either side of the three proposed driveways.

AMFS- The music school is unique in that the majority of the events are all in the summer months therefore a portion of the parking lot can be used for snow storage. We anticipate one full drive aisle plus the associated parking with the drive aisle will be needed to store snow for the site. In addition we have highlighted other snow storage opportunities on the areas not within the larger parking lot area.

7. **Conclusions**

Through coordination with our design team, utility providers, and City Staff SE has worked to design each site to meet City code. As we move through the Land Use application and get to higher level designs, we will continue to work with City staff to ensure we have a successful project.

Appendix

Will Serve Letters

Aspen Consolidated Sanitation District

"Recycling Aspen's Water Since 1955"

John Keleher - President
Joe Zanin - Vice President
Roy Holloway - Secretary/Treasurer

Stoney Davis - Member
Jeff Yusem - Member
Bruce Matherly - Manager

September 3, 2024

Colby Christoff
Sporis Engineering
502 Main Street Suite A3
Carbondale CO 81623

RE: Aspen Meadows Campus

Dear Colby,

The Aspen Consolidated Sanitation District currently has sufficient wastewater collection and treatment capacity to serve this project. Service is contingent upon compliance with the district's rules, regulations, and specifications, which are on file at the District office. There are downstream constraints in the District's collection system that will be corrected through a system of proportionate impact fees.

A tap permit must be completed at our office when detailed plans become available. Fees will be estimated at that time. The total connection charges due the District must be paid prior to the issuance of a foundation and/or infrastructure permit.

Existing service lines or laterals connected to the District's main line, serving the subject property and adjacent properties must be identified, located and isolated from soil stabilization processes or other potential damage, or, properly disconnected from the ACSD main line at the point of connection according to specific ACSD requirements.

Once detailed plans are made available to the district, we can comment specifically about this proposed project.

Sincerely,

Chip Strait
Accounting & Permits

CC Bruce Matherly, ACSD District Manager
Hamilton Tharp, Collection Systems Superintendent

Mark Fadick
Utility Construction Planner
mark.fadick@blackhillscorp.com

96 County Road 160
Glenwood Springs, CO 81601
P: 970.914.8326

July 31, 2024

Re: Aspen Meadows Campus, Aspen CO 81611

Dear Colby Christoff,

Black Hills Energy has existing natural gas facilities located on or near the above-mentioned project. At this time, it appears that these existing facilities have adequate capacity to provide natural gas service to your project, subject to the tariffs, rules and regulations on file. Any upgrading of our facilities necessary to deliver adequate service to and within the development will be undertaken by Black Hills Energy upon completion of appropriate contractual agreements and subject to necessary governmental approvals.

Please contact us with any questions regarding this project, and with a timeline of when you would like to proceed with your project.

Sincerely,

Mark Fadick
Utility Construction Planner
Black Hills Energy

August 22, 2024

Colby Christoff, PE
Project Manager/Principal
Sopris Engineering, LLC

RE: Aspen Meadows – 1000 N 3rd St. Aspen CO 81611

Colby Christoff:

Please accept this letter as confirmation of Comcast Cable Corporation ability to provide cable service to the captioned location. The provision of service is contingent upon successful negotiations of an agreement between the developer and Comcast Cable Corporation.

If you have any questions at all, please contact me with the information below.

Sincerely,

Kody Davis
Network Project Manager
M: 970-618-0483
Kody_Davis@cable.comcast.com

This letter is not intended to give rise to binding obligations for either party. Any contractual relationship between the parties will be the result of formal negotiations and will only become effective upon execution of the contract by representatives of the parties authorized to enter into such agreements. During any negotiations, each party will bear its own costs and will not be responsible for any costs or expenses of the other party, unless separately agreed to in writing.

3799 HIGHWAY 82 · P.O. BOX 2150
GLENWOOD SPRINGS, COLORADO 81602
(970) 945-5491 · FAX (970) 945-4081

August 1, 2024

Sopris Engineering
Attn: Colby Christoff
502 Main St. Suite A3
Carbondale, CO 81623

RE: Aspen Meadows Campus Housing

Dear Colby,

The above mentioned development is within the certified service area of Holy Cross Energy.

Holy Cross Energy has adequate power supply to provide electric power to the development, subject to tariffs, rules and regulations on file. Any power line enlargements, relocations, and new extensions necessary to deliver adequate power to and within the development will be undertaken by Holy Cross Energy upon completion of appropriate contractual agreements and subject to necessary governmental approvals.

Please advise when you wish to proceed with the development of the electric system for this project.

Sincerely,
HOLY CROSS ENERGY

Libby Cowling,
Engineering Department
lcowling@holycross.com
(970) 947-5428
LC:MM

Map Area 90-55, 57

9/3/2024

ATTN: **Colby Christoff, PE**
Project Manager/Partner
O: 970-704-0311 Ext. 0023
C: 315-382-1423
www.soprisengineering.com

RE: Aspen Meadows Campus

To whom it may concern:

Your request for facilities to Aspen Meadows Campus is within CenturyLink/Lumen's serving area and will be provided in accordance with all the rates and tariffs set forth by the Colorado Public Utilities Commission.

Connections to CenturyLink/Lumen facilities are contingent upon the customer meeting all the requirements of the Utilities tariffs that are in effect for each requested utility service at the time the application for service is made by the customer and formally accepted by CenturyLink/Lumen. Connection requirements may include provisions for necessary line extensions and/or other system improvements, and payment of all applicable system development charges, recovery agreement charges and other fees or charges applicable to the requested service.

Although CenturyLink/Lumen diligently seeks to expand its facilities as necessary to meet anticipated growth, CenturyLink/Lumen services are provided to eligible customers at the time of connection to the facilities on a "first come, first served" basis after acceptance of the customer's application as described above. In certain instances, our facilities and capacities may be limited. Accordingly, no specific allocations or amounts of CenturyLink/Lumen facilities or supplies are reserved for service to the subject property, and no commitments are made as to the availability of CenturyLink/Lumen service at future times.

Sincerely,

Jason Sharpe
Senior Field Engineer
970-328-8290

Aspen Meadows TIA Executive Summary

This Level 1 Traffic Impact Analysis (TIA) analyzes the effects of adding academic and staff housing for the Aspen Institute, the Aspen Center for Physics and the Aspen Music Festival and School. Due to the high cost of housing in Aspen and the surrounding region, this housing is proposed to support the three organizations' staff and visiting scholars and allow the continued operations of the organizations at their current levels.

The organizations propose the following numbers of units and unit types adjacent to their current facilities within Aspen Meadows PD:

ES Table 1: Unit Type

Unit Type	Music Festival and School	Center for Physics	Aspen Institute
	Unit Count	Unit Count	Unit Count
Studio	2	11	
1 BR	8	6	2
2 BR	2	8	9
3 BR	1	8	2
Dorm (6 BR)		1	
Totals	**13**	**34**	**13**

Jacobs calculated the traffic generated by the new units and its effect on the existing traffic in the city. Trip generation and trip reductions are shown below. Values for the average weekday trip generation are from the Institute of Transportation Engineers (ITE). Values for the AM and PM Peak Hours are from the City of Aspen Transportation Impact Analysis guidelines. These are standard references and methods used nationwide to develop traffic generation estimates. However, the Center for Physics does not fit into any of the standard case studies for trip generation in that many of the individual physicists and their families come to Aspen for summer and winter sessions without a car. They have stated that during the summer, their parking lot averages 13-14 cars per day and during the winter there are approximately 5-6 cars in the lot. With a Level 1 TIA, standardized methods from ITE and the City of Aspen are used; however, Jacobs believes that the trip generation numbers the Level 1 TIA identify are likely higher than what will occur on the site given existing and anticipated use patterns.

Trip reductions were allowed due to the elimination of the standard commuting trip to and from work for the academics and staff. Adjustments were also made to acknowledge that the new units will not cover all of the housing need. Some trips to and from the campus will still exist. In general, the addition of housing on these sites will eliminate out of town housing trips, thus reducing the overall impact on the congested conditions at the entrance to Aspen.

ES Table 2: Trip Generation

Proposed Development	Unit (DU)	Rates			Avg. Weekday[1]	AM Peak Hour[2]		PM Peak Hour[2]	
		Avg. Weekday	AM Peak Hour	PM Peak Hour	Trips (vpd)	Entering (48%)	Exiting (52%)	Entering (55%)	Exiting (45%)
Music School	13	6.74	0.75	0.89	88	5	5	6	5
Trip Generation Reduction Factors		5.66	-54%	-54%	-14	-3	-3	-3	-3
Peak Hour Total						4		5	
MM & TDM Mitigation Reduction[3]								28.31	
Net Trips to be Mitigated								0	
Aspen Institute	13	6.74	0.75	0.89	88	5	5	6	5
Trip Generation Reduction Factors		5.74	-51%	-51%	-13	-2	-3	-3	-3
Peak Hour Total						5		6	
MM & TDM Mitigation Reduction[3]								15.48	
Net Trips to be Mitigated								0	
Physics Institute	31	6.74	0.75	0.89	209	11	12	15	12
Trip Generation Reduction Factors		4.35	-66%	-66%	-74	-7	-8	-10	-8
Peak Hour Total						8		9	
MM & TDM Mitigation Reduction[3]								25.61	
Net Trips to be Mitigated								0	

[1] Values obtained from Trip Generation, 11th Edition, Institute of Transportation Engineers, 2021. Land Use Code #220 Apartment

[2] Values obtained from City of Aspen TIA Guidelines

[3] Migitation Reduction applied to highest peak hour trips only

DU = Dwelling Unit

The three organizations also currently have in place many TDM measures to encourage staff, faculty, students, and academics to ride transit or a shuttle, bike or walk to make their trips during the day. These TDM measures and the resulting trip reductions are hard to quantify. Therefore, Jacobs believes that the trip reductions shown in the tool are conservative, and will likely be greater based on the use of existing and new TDM measures proposed by the organizations.

Overall, the organizations' existing and proposed TDM measures were able to mitigate 68 peak hour trips, calculated through the City of Aspen's MMLOS Toolkit. The new housing will generate 9 peak hour trips in the highest peak hour. The proposed use will therefore be fully mitigated.

As currently proposed, the proposed housing will not significantly affect the city's current traffic conditions. No changes are planned to the frequency of events held within the Meadows campus area. The housing will remove trips from outside Aspen that exist today, slightly reducing overall congestion.

Conclusions and Recommendations

Three different housing developments are proposed in the Aspen Meadows area to offset staff, faculty, vising scholars and student housing needs. The housing developments are strategically designed to reduce trips coming to the Physics Center, Aspen Institute, and the Aspen Music Festival and School. A 51- 66% trip reduction factor was applied to the project-generated traffic, representing reduced trips coming to and from the site in the AM and PM peak hour based on eliminating out of town commuting trips for the institutes. Jacobs considers this trip reduction factor to be conservative (i.e. they undercount the actual mitigation these measures provide).

The organizations have provided a list of many other strategies that they will use to reduce trips from the on-campus housing residents during the day, including electric bikes with baskets for shopping trips and shuttle services specifically for residents. These ideas are difficult to quantify and were not included in the trip reduction, however they will further reduce trips generated during the day.

The site is well connected via sidewalk, multiuse paths, and trails to the city transit systems, encouraging the campus residents to walk and bike.

Based upon the proposed land uses at the three housing sites, the overall project can be estimated to generate 8 trips during the AM peak hour and 9 during the PM peak hour.

We propose to implement trip mitigation strategies (TDM and MMLOS) to reduce traffic generated by the development. The Aspen MMLOS and TDM Toolkit indicates that the project is able to mitigate 68 peak hour trips. Based on these calculations, we believe the proposed Meadows academic and staff housing will be fully mitigated in terms of vehicular trips.

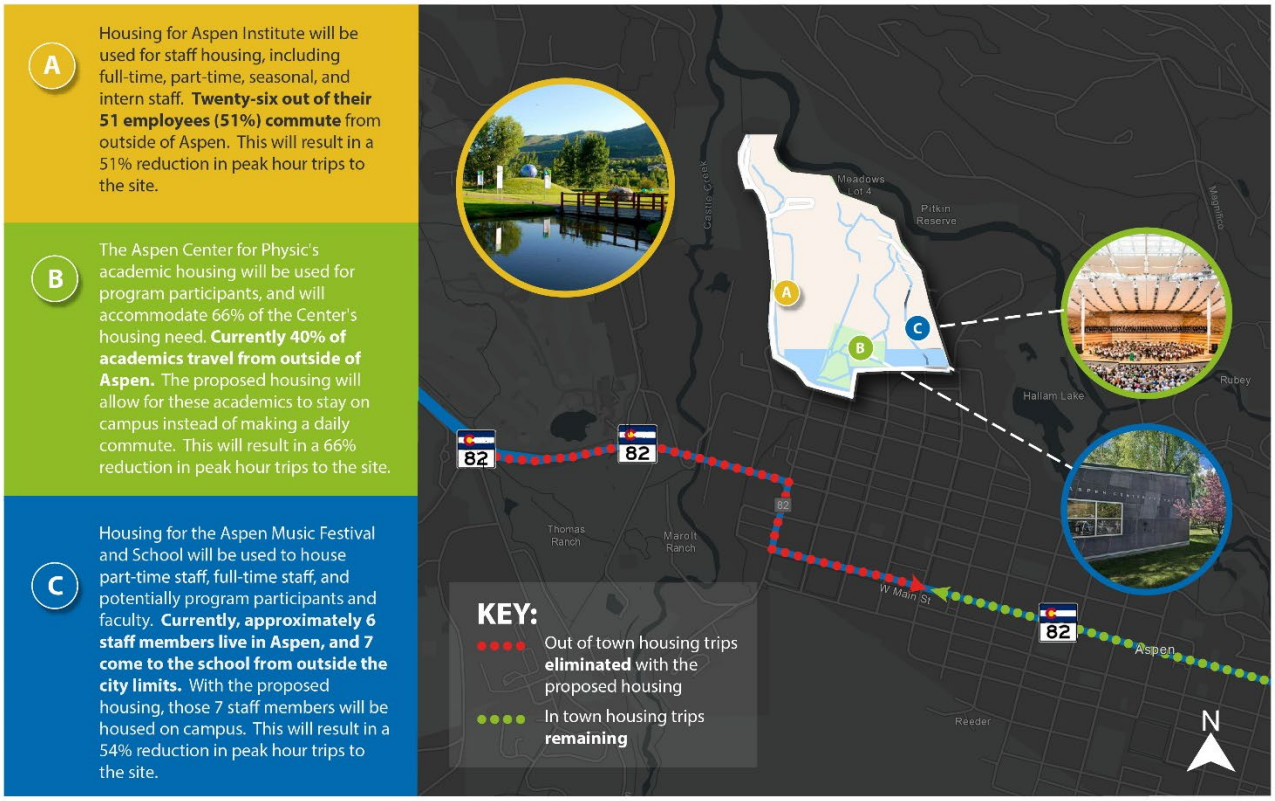


Exhibit J - Transportation Graphic

A

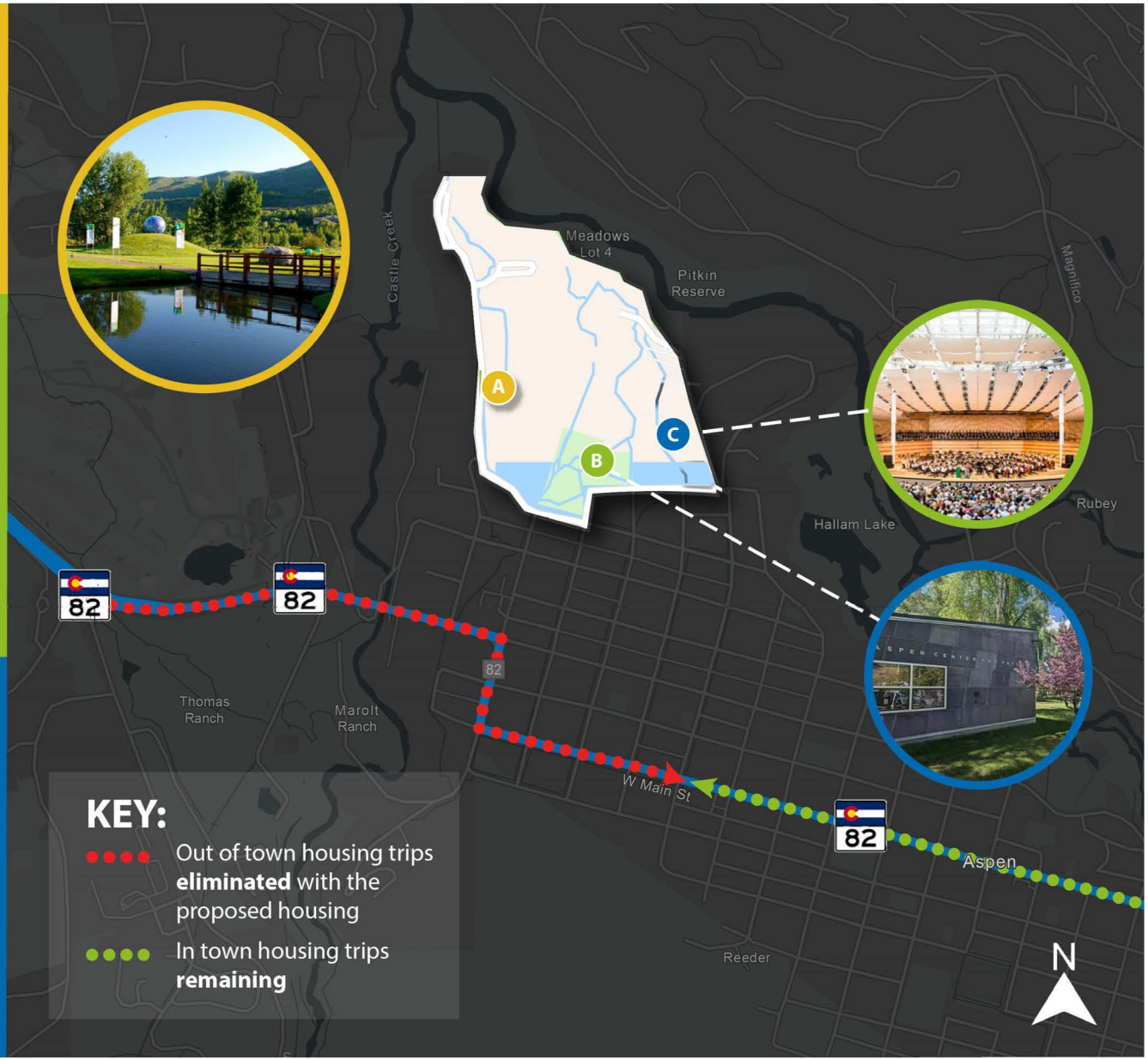
Housing for Aspen Institute will be used for staff housing, including full-time, part-time, seasonal, and intern staff. **Twenty-six out of their 51 employees (51%) commute** from outside of Aspen. This will result in a 51% reduction in peak hour trips to the site.

B

The Aspen Center for Physic's academic housing will be used for program participants, and will accommodate 66% of the Center's housing need. **Currently 40% of academics travel from outside of Aspen.** The proposed housing will allow for these academics to stay on campus instead of making a daily commute. This will result in a 66% reduction in peak hour trips to the site.

C

Housing for the Aspen Music Festival and School will be used to house part-time staff, full-time staff, and potentially program participants and faculty. **Currently, approximately 6 staff members live in Aspen, and 7 come to the school from outside the city limits.** With the proposed housing, those 7 staff members will be housed on campus. This will result in a 54% reduction in peak hour trips to the site.



Summary and Narrative:

DATE:	4/30/2025
PROJECT NAME:	Aspen Institute
PROJECT ADDRESS:	
APPLICANT CONTACT INFORMATION: NAME, COMPANY, ADDRESS, PHONE, EMAIL	*Richard Stettner* *Aspen Institute* *1000 N 3rd St, Aspen, CO 81611* *(970) 544-7940* *richard.stettner@aspeninstitute.org*

SUMMARY					
Trip Generation		**Trip Mitigation**			**NET TRIPS TO BE MITIGATED**
Peak Hour	***Max Trips Generated***	***MMLOS***	***TDM***	***Total Trips Mitigated***	
PM	18.7	33	0.72	33.72	**0.00**

Narrative:

Click on the "Generate Narrative" Button to the right.
Respond to each of the prompts in the space provided.
Each response should cover the following:

1. Explain the selected measure.
2. Call out where the measure is located.
3. Demonstrate how the selected measure is appropriate to enhance the project site and reduce traffic impacts.
4. Explain the Enforcement and Financing Plan for the selected measure.
5. Explain the scheduling and implementation responsibility of the mitigation measure.
6. Attach any additional information and a site map to the narrative report.

Project Description

In the space below provide a description of the proposed project.

The project is proposing to construct affordable housing for full-time staff, part-time staff, interns, and visa students along with additional and enhanced multimodal features.

MMLOS

In the space provided call out the effective sidewalk width and the percentage of the site which meets or exceeds the minimum standard width. Explain the site constraints for areas which do not meet the minimum width.

The proposed sidewalk is 5 feet wide, meeting the requirements for residential uses.

In the space provided desicribe what new landscaping is proposed and how the proposed landscaping plan enhances the pedestrian experience. This measure is only applicable to large scale projects and requires more extensive landscaping then a few plantings or lawn area. The project shall establish extensive landscaping which significantly benefits the site and improves the pedestrian comfort and experience.

Additional landscaping is proposed to provide an enhanced entrance to the campus. This includes a courtyard area as well as trees and other vegetation. The landscaping has been provided in an effort to increase comfort for pedestrians and bicyclists.

Explain the proposed improved crosswalk and how this improvement benefits the pedestian experience and the site as a whole. An improved crosswalk includes measures such as incorporating a corner bulb out or defining a crosswalk path with colored concrete. Simply re-striping a crosswalk will not recieve credit. This measure must be pre-approved by City staff.

The proposed improved crosswalk will incorporate a corner bulb and colored concrete crosswalk path that connects residents and visitors to an existing paved walkway along Meadows Road.

Explain any additional minor improvements which benefit the pedestrian experience and have been agreed upon with City of Aspen staff.

As discussed in the responses to the DRC comments, the applicant team has included a new public trail easement on the property, creating a formal public connection between Meadows Road and the 7th Street / Physics Trail on the other side of the old racetrack. This will formalize public access through the site, creating an expanded and seamless connection to the existing trail network.

Explain any additional minor bicycle improvements which have been agreed upon with City of Aspen staff.
As discussed in the responses to the DRC comments, the applicant team has held numerous conversations with the We Cycle team. Based on those conversations, we understand that there is a desire to provide system improvements at the Aspen Institute, including expansion of existing facilities and a longer-term operational agreement. While additional information is needed to understand the specific needs, the Aspen Institute is committed to continuing these conversations to determine the best way for the application to support We Cycle.

Include any additional information that pertains to the MMLOS plan in the space provided below.
We believe that the commitments to a new dedicated trail and supporting the We Cycle system are significant contributions to the City's multi-modal goals and will more than mitigate the trips generated by the project. Additionally, The project will maintain the existing improvements that were required in previous approvals, including speed humps and crosswalk improvements.

TDM

The project proposes onsite amenities. Describe the combination of amenities below. Providing a combination of creative onsite amenities reduces the need for SOV trips throughout the day. Services within the development that will reduce the need for auto trips include grocery, restaurant, recreation rental, dry cleaning, child care, bicycle repair stations, etc. A combination of amenities is required.
The proposal includes secure bike storage in the expanded garage, as well as bike repair facilities. On-site laundry facilities, as well as food service at the WIC are provided. Based on conversations with the Transportation Department, the combination of repair facilities and secure storage is acceptable.

Explain the proposed trip reduction marketing/incentive program in the space provided. A trip reduction marketing programs should include a number of the following strategies: orientation to trip reduction programs and benefits; orientation to specific alternative transportation modes such as bus service information, bike/walk route maps, etc.; publishing of web or traditional informational materials; events and contests such as commuter fairs, new employee orientations, bike to work days, etc.; educational opportunities such bicycle commute/repair classes; web or traditional materials aimed at guests/customers such as bike/walk maps, free transit day passes, etc.; incentive programs such as prizes, rewards or discounts for alternative commuting.
All residents will receive a copy of the comprehensive Aspen Institute Transportation Plan containing detailed information on the full array of transportation options, including the Aspen Cross Town Shuttle, other free city shuttles, the existing shuttle service, free RFTA bus routes, shared bicycle fleets, pedestrian and bike trail maps, car-pool options, and other non-auto resources. The Institute makes and will continue to make staff fully aware of current and new multimodal amenities through standard employee and resident communication.

Include any additional information that pertains to the TDM plan in the space provided below.
As discussed with the Transportation Department, there are many existing TDM programs at the Aspen Meadows that all residents will be able to utilize. While these are not included in this TIA, we believe it is important to recognize that these programs exist and are part of the organization's commitment to multi-modal transportation.

MMLOS Site Plan Requirements

Include the following on a site plan. Clearly call out and label each measure. Attach the site plan to the TIA submittal.
Sidewalk Width and Buffer Width
Slopes Between Back of Curb and Sidewalk
Landscape Plan
Crosswalk Improvement(s)
2% Slope at Pedestrian Driveway Crossings
Pedestrian Directness Factor (See callout number 9 on the MMLOS sheet for an example)
Additional Minor Pedestrian Improvement
Bicycle Parking

Enforcement and Financing

Provide an overview of the Enforcement and Financing plan for the proposed transportation mitigation measures.
The MMLOS measures (crosswalk enhancements, bicycle parking, landscaping, etc.) will be constructed by and paid for by the applicant. The TDM measures will be included in lease agreements and reviewed with the tenants. Additional information from We Cycle is needed to ensure the mitigation measures are right sized to the need and impact.

Scheduling and Implementation Responsibility of Mitigation Measures

Provide an overview of the scheduling and implementation responsibility for the proposed transportation mitigation measures.
All MMLOS items will be completed during the construction phase of the project. They will be part of the plan set submitted by the City of Aspen Building Department for Engineering review. The applicant understands that issuance of a Certificate of Occupancy is contingent upon satisfactory installation of the MMLOS improvements, as reviewed and approved by the Engineering Department. These items will be the responsibility of the applicant. TDM measures will be implemented when tenants sign lease agreements.

Monitoring and Reporting

Provide a monitoring and reporting plan. Refer to page 17 in the Transportation Analysis Guidelines for a list of monitoring plan requirements. Components of a Monitoring and Reporting Plan should include (1) Assessment of compliance with guidelines, (2) Results and effectiveness of implemented measures, (3) Identification of additional strategies, and (4) Surveys and other supporting data.

The applicant will collect data in the form of a survey on the usage of TDM measures annually for three years, starting one year after tenants occupy the building. This data will be used to determine if the correct MMLOS and TDM measures are being maintained and participation levels are having the intended effects. The assessment will be reported to the City. The monitoring and reporting requirements will continue for a period of three years.

Summary and Narrative:

DATE:	4/30/2025
PROJECT NAME:	Aspen Music Festival and School
PROJECT ADDRESS:	
APPLICANT CONTACT INFORMATION: NAME, COMPANY, ADDRESS, PHONE, EMAIL	*Jenny Brown Elliot* *Aspen Music Festival and School* *960 N 3rd Street, Aspen, CO 81611* *(970) 925-9042* *jbelliot@aspenmusic.org*

SUMMARY					
Trip Generation		**Trip Mitigation**			**NET TRIPS TO BE MITIGATED**
Peak Hour	***Max Trips Generated***	***MMLOS***	***TDM***	***Total Trips Mitigated***	
PM	11.6	65	0.28	65.28	**0.00**

Narrative:

Click on the "Generate Narrative" Button to the right.
Respond to each of the prompts in the space provided.
Each response should cover the following:
1. Explain the selected measure.
2. Call out where the measure is located.
3. Demonstrate how the selected measure is appropriate to enhance the project site and reduce traffic impacts.
4. Explain the Enforcement and Financing Plan for the selected measure.
5. Explain the scheduling and implementation responsibility of the mitigation measure.
6. Attach any additional information and a site map to the narrative report.

Project Description

In the space below provide a description of the proposed project.
The project is proposing to construct housing for staff members and visiting musicians along with additional and enhanced multimodal features.

MMLOS

In the space provided call out the effective sidewalk width and the percentage of the site which meets or exceeds the minimum standard width. Explain the site constraints for areas which do not meet the minimum width.
The proposed sidewalk that goes through the affordable housing campus is a width of 7 feet, which exceeds the minimum standard.

Explain the proposed improved crosswalk and how this improvement benefits the pedestian experience and the site as a whole. An improved crosswalk includes measures such as incorporating a corner bulb out or defining a crosswalk path with colored concrete. Simply re-striping a crosswalk will not recieve credit. This measure must be pre-approved by City staff.
The proposed improved crosswalk will incorporate a corner bulb to more safely connect residents and visitors to the site. These are anticipated at 4th street and off of 3rd street to the bus lane and resident parking.

Explain what driveways are removed and how this benefits the pedestrian experience.
The overall site is reconfigured to improve the overall traffic flow within the parking lot. An existing curb cut on 3rd Street is removed. Updated bus lanes and drive lanes are configured to reduce overall vehicular and pedestrian conflict.

Explain any additional minor improvements which benefit the pedestrian experience and have been agreed upon with City of Aspen staff.
The bus stop is located on private property, so to ensure continued public access to the bus stop and the site, a dedicated easement is proposed for the sidewalk connection on the western side of the site.

Describe the proposed seating/bench and the bench location for which existing bus stop.

The existing cross town shuttle stop will be updated as part of the project, providing additional space for multi-modal improvements. Proposed seating will be located between the bus pull-off area and entertainment tent allowing passengers to sit while waiting for public transportation. This is expanded and improved from the current conditions.

Explain the proposed transit system information (signage).
Signage will be provided that indicates where transit will arrive and which bus and shuttle come to the destination. A map of free routes within the City of Aspen will be provided to increase transportation accessibility. As discussed with the Transportation Department, the area for signage will be sized to provide a system map and additional system information as needed.

Explain the proposed shelter/shade and the location for which existing bus stop.
A small shelter will be provided for shade at seating along the bus pull-out. This is an improvement from the existing shelter, which is limited in size given the use. As discussed with the Transportation Department, the shelter is expanded to provide more covered space for bus passengers.

Explain the proposed bus stop ADA improvements.
ADA ramps will be implemented along sidewalks to ensure pedestrian accessibility along pathways and onto public transportation.

In the space provided explain the proposed bus pull-out at an existing stop.
The bus pull-out will be along the proposed bus route, allowing the bus to move to the side and load passengers while not impeding the flow of traffic for personal vehicles in the parking lot.

Include any additional information that pertains to the MMLOS plan in the space provided below.
Overall, the improvements to the site focus on improving pedestrian connections with new sidewalk connections through the site, and improving the bus stop area. In addition, AMFS has previously paid for the WE-Cycle station that is located on site. This improvement will remain. Additionally, We Cycle has indicated an interest in expanding the fleet at this location. The Music Festival and School is open to this as a possibility and will continue to coordinate with We Cycle to understand the specific goals.

TDM

Provide details for the proposed carpool matching strategy below. Facilitating the formation of employee carpool groups is a method of reducing SOV trips. The successful project will include use the city of Aspen Commuter Connect service to allow for the formation of carpools as well as the sharing of other important transportation information via a custom employer web page.
AMFS will support carpooling in addition to the other multi-modal efforts on the site, including transit and We Cycle service.

Explain the proposed trip reduction marketing/incentive program in the space provided. A trip reduction marketing programs should include a number of the following strategies: orientation to trip reduction programs and benefits; orientation to specific alternative transportation modes such as bus service information, bike/walk route maps, etc.; publishing of web or traditional informational materials; events and contests such as commuter fairs, new employee orientations, bike to work days, etc.; educational opportunities such bicycle commute/repair classes; web or traditional materials aimed at guests/customers such as bike/walk maps, free transit day passes, etc.; incentive programs such as prizes, rewards or discounts for alternative commuting.
All residents will receive a copy of the comprehensive Aspen Institute Transportation Plan containing detailed information on the full array of transportation options, including the Aspen Cross Town Shuttle, other free city shuttles, free RFTA bus routes, shared bicycle fleets, pedestrian and bike trail maps, car-pool options, and other non-auto resources. AMFS makes and will continue to make staff fully aware of current and new multimodal amenities through standard employee and resident communication.

Include any additional information that pertains to the TDM plan in the space provided below.
As discussed with the Transportation Department, there are many existing TDM programs at the Aspen Music Festival and School that all residents will be able to utilize. While these are not included in this TIA, we believe it is important to recognize that these programs exist and are part of the organization's commitment to multi-modal transportation.

MMLOS Site Plan Requirements

Include the following on a site plan. Clearly call out and label each measure. Attach the site plan to the TIA submittal.
Sidewalk Width and Buffer Width
Slopes Between Back of Curb and Sidewalk
Crosswalk Improvement(s)
Removed Driveway(s)
2% Slope at Pedestrian Driveway Crossings
Pedestrian Directness Factor (See callout number 9 on the MMLOS sheet for an example)
Additional Minor Pedestrian Improvement
Bicycle Parking
Bus Stop Seating/Bench
Bus Stop Trash Recepticle

Transit System Information
Bus Stop Shelter/Shade
Bus Stop Bicycle Parking
Bus Stop ADA Improvements
Bus Pull-out Details

Enforcement and Financing

Provide an overview of the Enforcement and Financing plan for the proposed transportation mitigation measures.

The MMLOS measures (bus stop enhancements, bicycle parking, sidewalk reconstruction, etc.) will be constructed by and paid for by the applicant. The TDM measures will be included in lease agreements and reviewed with the tenants.

Scheduling and Implementation Responsibility of Mitigation Measures

Provide an overview of the scheduling and implementation responsibility for the proposed transportation mitigation measures.

All MMLOS items will be completed during the construction phase of the project. They will be part of the plan set submitted by the City of Aspen Building Department for Engineering review. The applicant understands that issuance of a Certificate of Occupancy is contingent upon satisfactory installation of the MMLOS improvements, as reviewed and approved by the Engineering Department. These items will be the responsibility of the applicant. TDM measures will be implemented when tenants sign lease agreements.

Monitoring and Reporting

Provide a monitoring and reporting plan. Refer to page 17 in the Transportation Analysis Guidelines for a list of monitoring plan requirements. Components of a Monitoring and Reporting Plan should include (1) Assessment of compliance with guidelines, (2) Results and effectiveness of implemented measures, (3) Identification of additional strategies, and (4) Surveys and other supporting data.

The applicant will collect data in the form of a survey on the usage of TDM measures annually for three years, starting one year after tenants occupy the building. This data will be used to determine if the correct MMLOS and TDM measures are being maintained and participation levels are having the intended effects. The assessment will be reported to the City. The monitoring and reporting requirements will continue for a period of three years.

Summary and Narrative:

DATE:	4/30/2025
PROJECT NAME:	Aspen Center for Physics
PROJECT ADDRESS:	
APPLICANT CONTACT INFORMATION: NAME, COMPANY, ADDRESS, PHONE, EMAIL	*Amanda Jenkins* *Aspen Center for Physics* *700 Gillespie Avenue, Aspen, CO 81611* *(970) 925-2585* *amanda@aspenphys.org*

SUMMARY					
Trip Generation		**Trip Mitigation**			**NET TRIPS TO BE MITIGATED**
Peak Hour	***Max Trips Generated***	***MMLOS***	***TDM***	***Total Trips Mitigated***	
PM	30.3	38	2.10	40.10	**0.00**

Narrative:

Click on the "Generate Narrative" Button to the right.
Respond to each of the prompts in the space provided.
Each response should cover the following:

1. Explain the selected measure.
2. Call out where the measure is located.
3. Demonstrate how the selected measure is appropriate to enhance the project site and reduce traffic impacts.
4. Explain the Enforcement and Financing Plan for the selected measure.
5. Explain the scheduling and implementation responsibility of the mitigation measure.
6. Attach any additional information and a site map to the narrative report.

Project Description

In the space below provide a description of the proposed project.

The project is proposing to construct academic housing for visiting physicists along with additional and enhanced multimodal features. Physicists will stay on site, reducing vehicular trips from outside of the City of Aspen, and ensuring affordable places to stay for scientists that are often working via academic or government research grants.

MMLOS

In the space provided call out the effective sidewalk width and the percentage of the site which meets or exceeds the minimum standard width. Explain the site constraints for areas which do not meet the minimum width.

A 6 foot wide soft surface path will be implemented along North Street to replace the existing unpaved pedestrian trail which will meet the minimum standard for multi-family housing standard sidewalk width. This path is located along North Street, along 6th Street, and connecting to the sidewalk by the Resnick Center on Gillespie Ave. This is a new connection that will greatly improve the pedestrian access in this area. This solution was discussed in the DRC meeting and supported by the staff from the Parks and Engineering Departments.

In the space provided desicribe what new landscaping is proposed and how the proposed landscaping plan enhances the pedestrian experience. This measure is only applicable to large scale projects and requires more extensive landscaping then a few plantings or lawn area. The project shall establish extensive landscaping which significantly benefits the site and improves the pedestrian comfort and experience.

Existing cottonwood trees along W North Street display signs of poor health. Unhealthy trees will be removed and replaced with Aspen or Spruce trees to screen new and existing buildings and provide ecological habitat. Updated landscaping is located on the northern portion of the site as well.

Explain the proposed improved crosswalk and how this improvement benefits the pedestian experience and the site as a whole. An improved crosswalk includes measures such as incorporating a corner bulb out or defining a crosswalk path with colored concrete. Simply re-striping a crosswalk will not recieve credit. This measure must be pre-approved by City staff.

Existing pedestrian access at the curve between Gillespie and North Street will be improved with a crosswalk to connect pedestrians to internal campus pathways.

Explain the enhanced pedestrian interaction at driveway areas or alley crossings. There must be an existing deficiency on the proposed site to select this mesaure. If the project will increase interaction between pedestrians and vehicles at a driveway this should be mitigated by implementing improvements to that area. New signage, striping, mirrors, and other approved devices are examples to address pedestrian-vehicle conflicts at driveways.

The entrance to the existing parking lot is currently an open area that will be improved to provide safer crossings for pedestrians and higher visibility for vehicles.

Explain any additional minor improvements which benefit the pedestrian experience and have been agreed upon with City of Aspen staff.

As discussed in the responses to the DRC comments, the applicant team has included a new public trail easement on the property, connecting the Music Tent to the existing 7th Street trail. This will formalize public access through the site, creating an expanded and seamless connection to the existing trail network.

Explain any additional minor bicycle improvements which have been agreed upon with City of Aspen staff.

As discussed in the responses to the DRC comments, the applicant team has held numerous conversations with the We Cycle team. Based on those conversations, we understand that there is a desire to provide system improvements off-site of the Aspen Center for Physics because there are existing We Cycle stations in close proximity at the Aspen Institute and Aspen Music Festival and School, so an additional, on-site facility would be redundant. While additional information is needed to understand the specific needs, the Aspen Center for Physics is committed to continuing these conversations to determine the best way for the application to support We Cycle.

Include any additional information that pertains to the MMLOS plan in the space provided below.

We believe that the commitments to a new dedicated trail and supporting the We Cycle system are significant contributions to the City's multi-modal goals and will more than mitigate the trips generated by the project.

TDM

The project proposes onsite amenities. Describe the combination of amenities below. Providing a combination of creative onsite amenities reduces the need for SOV trips throughout the day. Services within the development that will reduce the need for auto trips include grocery, restaurant, recreation rental, dry cleaning, child care, bicycle repair stations, etc. A combination of amenities is required.

Aspen Center for Physics will operate a bicycle repair station to ensure quick fixes to all bicycles provided to visiting physicists on site, and secure bike storage in racks outside and inside in the new basement will be provided. Based on conversations with the Transportation Department, the combination of repair facilities and secure storage is acceptable.

Explain below how the project plans to participate in the Transportation Options Program (TOP). The successful project will work with City of Aspen staff to determine whether TOP membership is appropriate and, if so, to join the program. Notes: This program is not typically appropriate for employers of less than 20 employees. Grant funding from the TOP program may not be used to offset mitigation measures until the reporting period has been successfully completed

ACP will apply to participate in TOP to further mitigate vehicular trips within the City of Aspen.

Explain below the transit fare subsidy strategy. The successful project will provide subsidized/discounted daily or monthly public transit passes for the RFTA valley system. These passes can be partially or wholly subsidized by the project, with additional points being provided for larger subsidies. Many entities use revenue from parking to offset the cost of such a project.

Aspen Center for Physics proposes a 50% subsidy of daily or monthly bus passes for visiting physicists for any necessary trips outside of the City of Aspen free shuttles and bus routes.

Provide details in the space provided for the proposed carshare participation. Carshare programs have been linked to increased use of alternative transportation modes and reduced SOV trips. The successful project will provide access to Aspen's CAR TO GO carshare program. Trip reduction potential will depend on the level to which the development participates. Car share memberships can be provided to all employees or residents of new developments.

The Aspen Center for Physics is open to participation in the Car To Go program and will work with the City to determine the appropriate membership given the seasonal nature of the programming at the Center. Additionally, as part of the monitoring program, the overall use of the program will be evaluated to ensure it is being meaningfully used by program participants.

Explain the proposed end of trip facilities strategy below. The provision of convenient facilities for pedestrians and cyclists encourages these types of alternative modes, thus reducing SOV trips. Non-residential projects may provide facilities such as showers, secure bicycle lockers, personal lockers, changing spaces, etc.

The proposed academic housing in itself is the strategy by allowing users to live and study at the same location. This eliminates daily commutes and the time and stress associated with those. Bike share, shared EV vehicles, on-site parking, campus walkability are additional amenities that add to the strategy. Additionally, the proposal includes common shower facilities in the dorm area that could be used by program participants. Secure bike storage is provided, and there are individual offices that provide personal storage space.

Explain the proposed carpool/vanpool priority parking strategy below. Priority parking for carpools and vanpools encourages and incentivizes employees to ride-share to work, thus reducing SOV trips. The successful project will located the carpool and vanpool spaces at the front entrances of the buildings and will monitor use of parking spaces to ensure compliance.
ACP proposes purchasing two electric vehicles that will be shared among visiting physicists for any local trips. Personal vehicles that are brought to campus will receive priority parking when utilized for 3+ people per vehicle. Carpool matching will also be provided.

Explain the proposed trip reduction marketing/incentive program in the space provided. A trip reduction marketing programs should include a number of the following strategies: orientation to trip reduction programs and benefits; orientation to specific alternative transportation modes such as bus service information, bike/walk route maps, etc.; publishing of web or traditional informational materials; events and contests such as commuter fairs, new employee orientations, bike to work days, etc.; educational opportunities such bicycle commute/repair classes; web or traditional materials aimed at guests/customers such as bike/walk maps, free transit day passes, etc.; incentive programs such as prizes, rewards or discounts for alternative commuting.
All visiting physicists will receive a copy of the comprehensive ACP Transportation Plan containing detailed information on the Center's full array of transportation options, including the Aspen Cross Town Shuttle, other free city shuttles, the Aspen Downtowner, free RFTA bus routes, ACP's shared electric and non-electric bicycle fleets, ACP's two shared electric vehicles, pedestrian and bike trail maps, physicist car-pool options, and other non-auto resources.

Include any additional information that pertains to the TDM plan in the space provided below.
ACP has a long history as a place where most participants walk or bike to the site. As housing has become more difficult to secure in Aspen, more physicists are required to commute into town. The location of housing on-site will dramatically reduce the number of people required to commute into ACP. For those who do need to drive a strict parking pass program will be in place to limit the number of cars in the parking lot to the 20 that exists today. Information about the many alternative transportation programs available to participants will be provided with their participation materials.

MMLOS Site Plan Requirements

Include the following on a site plan. Clearly call out and label each measure. Attach the site plan to the TIA submittal.
Sidewalk Width and Buffer Width
Slopes Between Back of Curb and Sidewalk
Landscape Plan
Crosswalk Improvement(s)
2% Slope at Pedestrian Driveway Crossings
Enhanced Pedestrian Interaction at Driveway Areas
Pedestrian Directness Factor (See callout number 9 on the MMLOS sheet for an example)
Additional Minor Pedestrian Improvement
Bicycle Parking

Enforcement and Financing

Provide an overview of the Enforcement and Financing plan for the proposed transportation mitigation measures.
The MMLOS measures (crosswalk improvements, bicycle parking, sidewalk reconstruction, etc.) will be constructed and paid for by the applicant. The TDM measures will be included in lease agreements and reviewed with the visiting academics. Additional information from We Cycle is needed to ensure the mitigation measures are right sized to the need and impact.

Scheduling and Implementation Responsibility of Mitigation Measures

Provide an overview of the scheduling and implementation responsibility for the proposed transportation mitigation measures.
All MMLOS items will be completed during the construction phase of the project. They will be part of the plan set submitted by the City of Aspen Building Department for Engineering review. The applicant understands that issuance of a Certificate of Occupancy is contingent upon satisfactory installation of the MMLOS improvements, as reviewed and approved by the Engineering Department. These items will be the responsibility of the applicant. TDM measures will be implemented when academics are assigned housing as part of their overall program participation.

Monitoring and Reporting

Provide a monitoring and reporting plan. Refer to page 17 in the Transportation Analysis Guidelines for a list of monitoring plan requirements. Components of a Monitoring and Reporting Plan should include (1) Assessment of compliance with guidelines, (2) Results and effectiveness of implemented measures, (3) Identification of additional strategies, and (4) Surveys and other supporting data.

The applicant will collect data in the form of a survey on the usage of TDM measures annually for three years, starting one year after tenants occupy the building. This data will be used to determine if the correct MMLOS and TDM measures are being maintained and participation levels are having the intended effects. The assessment will be reported to the City. The monitoring and reporting requirements will continue for a period of three years.

ASPEN INSTITUTE PROPOSED DEED RESTRICTION FRAMEWORK

September 2024

- **General agreement to a deed restriction**
    - Aspen Institute (AI) intends to place covenants and restrictions that result in a deed restriction on the units. These covenants and restrictions will restrict the use and occupancy of the units to specified qualified renters/tenants in accordance with the land use approval.
    - For the purposes of the deed restriction, "Aspen Institute" shall be defined as including Aspen Institute and Aspen Meadows Report programs and employees.
- **Establishment of restriction as rental units**
    - AI intends to maintain full ownership of the units and rent units to qualified tenants, as further outlined below.
    - The units shall be used to provide housing for AI full-time, part-time, visa or intern staff. These individuals shall be selected by AI at their sole and absolute discretion.
    - Rental time periods shall be a minimum of thirty (30) days.
    - The deed restriction shall set forth standards for determining maximum monthly rental prices. The monthly rental rates shall be tied to the rental rates for deed restricted units as outlined in the APCHA Guidelines, as may be amended from time to time.
    - The deed restriction shall allow each bedroom to be rented at any Housing Category, including RO, pursuant to the Housing Categories identified in the APCHA Guidelines, as may be amended from time to time.
    - AI shall have the ability to rent the units to qualified tenants within their Organization.
    - For AI employees, the maximum rental rate shall be based on the income of the tenant. This shall be determined based on their salary for the year, as calculated by the APCHA Guidelines, as may be amended from time to time. For tenants that are not employees, the maximum rate shall be that established for an RO Unit in the APCHA Guidelines, as may be amended from time to time.
- **Tenant requirements**
    - If AI is unable to find a qualified tenant for a unit from their organization, the units may be made available to Aspen Music Festival and School (AMFS) or Aspen Center for Physics (ACP). If AMFS or ACP are unable to utilize the unit, the unit may be made available to other non-profit organizations with operations located in Pitkin County. When another non-profit organization is not able to utilize the unit, the unit may be made available to other entities at the sole discretion of AI.

- It shall be the responsibility of AI to obtain a qualified tenant, and this responsibility shall not be construed to require APCHA to do so should AI be unable to find a tenant.
- Any tenant shall not own in whole or in part any real developed residential property within the APCHA exclusion zone, pursuant to the APCHA Guidelines as may be amended.

- **Parking and Transportation**
  - Tenants shall be prohibited from parking along Meadows Road.
  - Tenants shall be limited to utilizing the designated parking spaces for their units at grade and in the garage.
  - Tenants shall be able to use the AI shuttle system when in operation at no charge.
  - Any tenants located in AMFS or ACP housing may use the AI shuttle when in operation, pursuant to a joint Memorandum of Understanding. A fee may be charged for the use of the shuttle by non-Aspen Institute tenants.

ASPEN MUSIC FESTIVAL AND SCHOOL PROPOSED DEED RESTRICTION FRAMEWORK

September 2024

- **General agreement to a deed restriction**
    - Aspen Music Festival and School (AMFS) intends to place covenants and restrictions that result in a deed restriction on the units. These covenants and restrictions will restrict the use and occupancy of the units to specified qualified renters/tenants in accordance with the land use approval.
- **Establishment of restriction as rental units**
    - AMFS intends to maintain full ownership of the units and rent units to tenants, as further outlined below.
    - The units shall be used to provide housing for AMFS students, staff, faculty, or other participants in its programs. These individuals shall be selected by AMFS at their sole and absolute discretion. (*Note, this matches language in the Marolt deed restriction.*)
    - At no time shall AMFS charge more than an RO rental rate as outlined in the APCHA Guidelines, as may be amended from time to time. However, AMFS may rent at a lower rate and the rental rate shall be determined at the sole discretion of AMFS.
    - The deed restriction shall allow each bedroom to be rented at any Housing Category, including RO, pursuant to the Housing Categories identified in the APCHA Guidelines, as may be amended from time to time.
- **Tenant requirements**
    - If AMFS is unable to find a tenant for a unit from their organization, the units may be made available to Aspen Institute (AI) or Aspen Center for Physics (ACP). If AI or ACP are unable to utilize the available unit, the unit may be made available to other non-profit organizations with operations located in Pitkin County. When another non-profit organization is not able to utilize the unit, the unit may be made available to other entities at the sole discretion of AMFS.
    - It shall be the responsibility of AMFS to obtain a tenant, and this responsibility shall not be construed to require APCHA to do so should AMFS be unable to find a tenant.
    - Any tenant shall not own in whole or in part any real developed residential property within the APCHA exclusion zone, pursuant to the APCHA Guidelines as may be amended.
- **Parking and Transportation**
    - From June 1 – August 31, tenants shall be limited to utilizing the designated parking spaces for their units, and may not use parking spaces in the general AMFS parking lot during performances and the Music Tent or Harris Concert Hall during this period. AMFS shall be permitted to charge a tenant a fee for use of a designated parking space.

ASPEN CENTER FOR PHYSICS PROPOSED DEED RESTRICTION FRAMEWORK

September 2024

- **General agreement to a deed restriction**
    - Aspen Center for Physics (ACP) intends to place covenants and restrictions that result in a deed restriction on the units. These covenants and restrictions will restrict the use and occupancy of the units to specified qualified renters/tenants in accordance with the and use approval.
- **Establishment of restriction as rental units**
    - ACP intends to maintain full ownership of the units and rent units to qualified tenants, as further outlined below.
    - The units shall be used to provide housing for ACP program participants and their families. Program participants include those participating in summer and winter sessions and academic programming. These individuals shall be selected by ACP at their sole and absolute discretion.
    - There shall be no minimum or maximum rental period, and timeframes shall be at the discretion of ACP.
    - The deed restriction shall set forth standards for determining maximum monthly rental prices. The monthly rental rates shall be tied to the rental rates for deed restricted units as outlined in the APCHA Guidelines, as may be amended from time to time.
    - The deed restriction shall allow each bedroom to be rented at any Housing Category, including RO, pursuant to the Housing Categories identified in the APCHA Guidelines, as may be amended from time to time.
    - ACP shall have the ability to rent the units to qualified tenants within their Organization.
    - For tenants that are not employees, the maximum rate shall be that established for an RO Unit in the APCHA Guidelines, as may be amended from time to time. For employees, the maximum rental rate shall be based on the income of the tenant. This shall be determined based on their salary for the year, as calculated by the APCHA Guidelines, as may be amended from time to time.
- **Tenant requirements**
    - If ACP is unable to find a qualified tenant for a unit from their staff or eligible participants as identified above, the units may be made available to Aspen Music Festival and School (AMFS) or Aspen Institute (AI). If AMFS or AI are unable to utilize the unit, the unit may be made available to other non-profit organizations with operations located in Pitkin County. When another non-profit organization is not able to utilize the unit, the unit may be made available to other entities at the sole discretion of ACP.

- It shall be the responsibility of ACP to obtain a qualified tenant, and this responsibility shall not be construed to require APCHA to do so should ACP be unable to find a tenant.
- Any tenant shall not own in whole or in part any real developed residential property within the APCHA exclusion zone, pursuant to the APCHA Guidelines as may be amended.

- **Parking and Transportation**
  - Tenants in the units located along North Street shall be permitted to bring a total of two (2) vehicles that will be parked in the designated parking spaces. ACP shall be permitted to charge a tenant a fee for use of a designated parking space.
  - Tenants of the units located north of Stranahan Hall shall not be permitted to have a vehicle, unless they are residing on the property when their car can be stored in the designated parking spaced for the North Street parking spaces or at an offsite location. ACP shall be permitted to charge a tenant a fee for use of a designated parking space.
  - Tenants shall be provided use of the ACP bicycle fleet as part of their rental agreement. These shall be provided free of charge
  - ACP tenants may use the AI shuttle when in operation, pursuant to a joint Memorandum of Understanding. A fee may be charged for the use of the shuttle by non-Aspen Institute tenants.

ASPEN INSTITUTE FTE AUDIT
SEPTEMBER 2024

As requested as part of the Aspen Meadows Land Use Application, the Aspen Institute has completed an audit of existing FTEs employed on the campus. This audit includes all buildings and operations and is identified as an overall total, as well as by building. This detail is provided to comply with the FTE audit requirements in Ordinance 1, Series of 2020 for the Bayer Center and Boettcher Building.

As identified in the summary table below, a total of 199.55 FTEs are employed on the Aspen Institute campus in 2024. This included full-time year-round staff, part-time year-round staff, summer seasonal staff (including interns), and Visa staff. There are currently open positions that are also accounted for in this audit.

At the time of the 2020 approvals for the Boettcher Building and Bayer Center Buildings, a total of 18.56 FTEs were employed in these buildings, and a total of 2.0 FTEs were required as mitigation. Ordinance 1, Series of 2020 requires that additional housing mitigation be provided if there is more than a total of 20.56 FTEs (18.56 + 2 = 20.56) in these buildings at 2 years and 5 years following a Certificate of Occupancy. Based on the audit completed for this application, which meets the requirements of the 2-year audit, there are a total of 19.90 FTEs in these buildings, which is less than the 2020 benchmark.

Aspen Institute, September 2024 FTE Audit, Grand Totals			
	Number of positions	Hours	Number of FTEs (1 FTE per 2080 Hours)
Total full time/year round:	**190**	**339,419.50**	**163.18**
Part time/Year Round:	**65**	**32,648.00**	**15.7**
Total Summer Staff:	**37**	**14,513.75**	**6.98**
Total Visa Staff:	**32**	**28,480.00**	**13.69**
Grant Total	**324**	**415,061.25**	**199.55**

The steps listed below were used to complete this audit and are the same steps that were used to calculate the Bayer and Boettcher base lines.

Procedure Step 1: Aspen Institute produced a report from our Human Resources Department that shows all Aspen based staff and the number of hours they work. This report includes summer interns, part-time, open positions and full-time employees.

Procedure Step 2: Aspen Institute requested from the Human Resources Department from Salamander Hotels and Resorts a report of all staff that work in Aspen at the Aspen Meadows Resort. This report includes all full-time, part-time, visa staff, summer interns and open positions.

Procedure Step 3: The information gathered in step 1 and step 2 was put into a spreadsheet based upon the number of hours and positions and that in turn gave a total FTE count for the property. The FTE calculations were made based on 1 FTE = 2080 hours worked in a single year.

Procedure Step 4: All formulas were double checked for accuracy.

Procedure Step 5: This report will be generated at 2 years and 5 years from the CO of the housing project.

The following tables on pages 3 – 12 of this audit identify the building-by-building breakdown, with one building per page.

Boettcher Building			
Full Time/Year Round:	**Number of positions**	**Hours**	**Number of FTEs (1 FTE per 2080 Hours)**
Conference Services, AV, IT, Logistics	7	14,560.00	
AI Aspen Challenge	2	4,160.00	
AM General Manager, Reservations, DOSM	4	8,320.00	
Total full time/year round:	**13**	**27,040.00**	**13**
Part time/Year Round:	-	-	-
Total part time/year round:	**0**	**-**	**0**
Summer only:	-	-	-
AI Conf Services, Logistics	17	4,712.50	
Total Summer Staff:	**17**	**4,712.50**	**2.27**
Visa Staff:	-	-	-
Total Visa Staff:	**0**	**-**	**0**
Total Staff in Boettcher	**30**	**31,752.50**	**15.27**

The Resnick Center for Herbert Bayer Studies			
Full Time/Year Round:	**Number of positions**	**Hours**	**Number of FTEs (1 FTE per 2080 Hours)**
Administrative Staff	3	6,240.00	
Total full time/year round:	**3**	**6,240.00**	**3**
Part time/Year Round:	-	-	-
Visitor Services, Communications	4	3,380.00	
Total part time/year round:	**4**	**3,380.00**	**1.63**
Summer only:	-	-	-
Total Summer Staff:	**0**	**-**	**0**
Visa Staff:	-	-	-
Total Visa Staff:	**0**	**-**	**0**
Total Staff in the Resnick Center	**7**	**9,620.00**	**4.63**

Paepcke Building			
Full Time/Year Round:	**Number of positions**	**Hours**	**Number of FTEs (1 FTE per 2080 Hours)**
Administrative Team (VPs, Managing Directors, Office Manager)	5	10,400.00	
ACP	2	4,160.00	
SOF	5	10,400.00	
AIF	9	16,209.50	
IT	2	4,160.00	
Board	1	2,080.00	
Total full time/year round:	**24**	**47,409.50**	**22.79**
Part time/Year Round:			
AIF	1	1,040.00	
Total part time/year round:	**1**	**1,040.00**	**0.5**
Summer only:			
Board	1	84	
Campus Administration	1	97	
Summer Interns:			
AIF Interns	4	1,708.25	
SOF Intern	1	409.5	
Summer Interns Other	6	1,822.50	
Total Summer Staff:	**13**	**4,121.25**	**1.98**
Visa Staff:			
Total Visa Staff:	**0**	**-**	
Total Staff in the Paepcke Building	**38**	**52,570.75**	**25.27**

Koch Building			
_	Number of positions	Hours	Number of FTEs (1 FTE per 2080 Hours)
Total Staff in the Koch Building	**0**	**-**	**0**

Aspen Meadows 600 Building			
Full Time/Year Round:	**Number of positions**	**Hours**	**Number of FTEs (1 FTE per 2080 Hours)**
AM Attendants	9	1,872.00	
AM Housekeeping	3	6,240.00	
Total full time/year round:	**12**	**24,960.00**	**12**
Part time/Year Round:			
Total part time/year round:	**0**	**-**	**0**
Summer only:			
Total Summer Staff:	**0**	**-**	**0**
Visa Staff:			
AM Attendants	3	2,160.00	
Total Visa Staff:	**3**	**2,160.00**	**1.04**
Total Staff in the 600 Building	**15**	**27,120.00**	**13.04**

Doerr Hoiser Building			
Full Time/Year Round:	**Number of positions**	**Hours**	**Number of FTEs (1 FTE per 2080 Hours)**
AM Catering	5	10,400.00	
AM Banquet	4	8,320.00	
Total full time/year round:	**9**	**18,720.00**	**9**
Part time/Year Round:			
AM Banquet On Call	45	15,308.00	
Total part time/year round:	**45**	**15,308.00**	**7.36**
Summer only:			
AM Banquet On Call	1	880	
Total Summer Staff:	**1**	**880**	**0.42**
Visa Staff:			
AM Banquet Server	10	7,200.00	
Total Visa Staff:	**10**	**7,200.00**	**3.46**
Total Staff in the Doerr Hosier Building	**65**	**42,108.00**	**20.24**

Resnick/Malek Health Center			
Full Time/Year Round:	**Number of positions**	**Hours**	**Number of FTEs (1 FTE per 2080 Hours)**
AM Engineering	5	10,400.00	
AM Room Operations	1	2,080.00	
AM Fitness Supervisor	1	2,080.00	
Total full time/year round:	**7**	**14,560.00**	**7**
Part time/Year Round:			
AM Fitness Attendant	3	3,120.00	
AM Engineer 2	3	2,080.00	
Total part time/year round:	**6**	**5,200.00**	**2.5**
Summer only:			
AM Fitness Attendant	1	880	
Total Summer Staff:	**1**	**880**	**0.42**
Visa Staff:			
Total Visa Staff:	**0**	**-**	**-**
Total Staff in the Resnick-Malek Health Center	**14**	**20,640.00**	**9.92**

WIC			
Full Time/Year Round:	**Number of positions**	**Hours**	**Number of FTEs (1 FTE per 2080 Hours)**
AM Administration / Front of House	8	16,640.00	
AM WES Staff	20	41,600.00	
AM Food and Beverage	8	16,640.00	
Total full time/year round:	**36**	**74,880.00**	**36**
Part time/Year Round:			
AM Administration / Front of House (Includes On-Call)	2	1,080.00	
AM WES Server(Includes On-Call)	7	4,300.00	
Total part time/year round:	**9**	**5,380.00**	**2.59**
Summer only:			
AM Concierge	1	720	
AM Cook	2	1,440.00	
Summer Interns:			
AM WES Cook	2	1,760.00	
Total Summer Staff:	**5**	**3,920.00**	**1.88**
Visa Staff:			
AM Administration / Front of House	7	7,760.00	
AM WES Staff	12	11,360.00	
Total Visa Staff:	**19**	**19,120.00**	**9.19**
Total Staff in the WIC	**69**	**103,300.00**	**49.66**

Tennis Shop			
Full Time/Year Round:	**Number of positions**	**Hours**	**Number of FTEs (1 FTE per 2080 Hours)**
AM Administration	6	12,480.00	
Total full time/year round:	**6**	**12,480.00**	**6**
Part time/Year Round:	-	-	-
Total part time/year round:	**0**	**-**	**0**
Summer only:	-	-	-
Total Summer Staff:	**0**	**-**	**0**
Visa Staff:	-	-	-
Total Visa Staff:	**0**	**-**	**0**
Total Staff in the Tennis Shop	**6**	**12,480.00**	**6**

Open Positions and Remote Positions			
Full Time/Year Round:	**Number of positions**	**Hours**	**Number of FTEs (1 FTE per 2080 Hours)**
AM Remote	7	14,560.00	
AM Engineer Open	6	12,480.00	
AM Food and Beverage - Open	54	63,210.00	
AM Attendants - Open	6	12,480.00	
AM Valet Driver- Open	2	4,160.00	
AM Health Center - Open	3	6,240.00	
Total full time/year round:	**78**	**113,130.00**	**54.39**
Part time/Year Round:			
Registrar and Collection	1	1,300.00	
Curator	1	1,040.00	
Total part time/year round:	**2**	**2,340.00**	**1.13**
Summer only:			
Total Summer Staff:	**0**	**-**	**0**
Visa Staff:			
Total Visa Staff:	**0**	**-**	**0**
Total Open and Remote Positions	**80**	**115,470.00**	**55.514**

ASPEN MUSIC
FESTIVAL
AND SCHOOL

October 26, 2023

Ms. Sara Ott
City Manager
City of Aspen
130 South Galena St
Aspen, CO 81611

Dear Sara,

In 2012 the Aspen Music Festival and School signed a water service agreement with the City. Included in the agreement was a Memorandum of Understanding that addressed housing needs at AMFS. This memorandum included required annual reporting related to our housing.

The requirements are related to both seasonal staff and student housing. For seasonal staff, MAA had a baseline of housing 45 seasonal staff in the free market and agreed that this baseline would not be increased by more than 25% on average over any five consecutive years. For students, MAA agreed that if we could not accommodate requests for housing from 50 students or more over any consecutive five-year period that we would acquire or lease additional housing.

After a large decrease in the size of the school and festival in 2021 due to the pandemic, our numbers went back up to almost normal levels in 2022 and 2023. As you are aware, we proactively decreased student enrollment in 2022 by approximately 80 students in anticipation of a difficult year in housing. With this continued decrease in enrollment, we were able to house 100% of students that requested our housing. We also stayed well within our benchmarks for seasonal staff housing.

If you have any questions about the numbers, please let me know.

Best Regards,

Jennifer B. Elliot
Senior Vice President for Strategy and Administration

225 Music School Road
Aspen, Colorado 81611, USA

MAIN
970 925 3254

BOX OFFICE
970 925 9042

ONLINE
AspenMusicFestival.com

Music Associates of Aspen
City of Aspen MOU reporting
as of 9/30/2023

	2017	2018	2019	2021	2022	2023
Seasonal Staff						
Total number housed	108	106	111	72	103	102
Number in MAA housing (Marolt and BHI)	59	59	61	60	62	72
Number in free market	49	47	50	12	41	30
benchmark	45	45	45	45	45	45
Variance from benchmark	8.89%	4.44%	11.11%	-73.33% ++	-8.89%	-33.33%
Students						
# requesting housing	427	460	476	253 ++	431	423
# accomodated in housing	427 *	460 *	476 *	253	431 *	423 *
# MAA unable to accommodate	0	0	0	0	0	0

* In 2017, 2018, 2019, 2022, and 2023 we rented beds at Aspen Highlands. MAA has a first right of refusal for seasonal beds at Aspen Highlands. In 2017 we rented 4 beds, in 2018 we rented 30 beds, in 2019, 2022, and 2023 we rented 35 beds.

++ Due to COVID-19, our school and festival were decreased in size in 2021. Student enrollment was significantly reduced and we housed 100% of all students. We also decreased the number of summer staff in 2021.

McMahan and Associates, L.L.C.
Certified Public Accountants and Consultants

Chapel Square, Bldg C
245 Chapel Place, Suite 300
P.O. Box 5850, Avon, CO 81620

Web Site: www.mcmahancpa.com
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E-mail: mcmahan@mcmahancpa.com

INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

Music Associates of Aspen, Inc.
c/o Jenny Elliot, Senior VP for Strategy and Administration
225 Music School Road
Aspen, Colorado 81611

Via e-mail to: *jbelliot@aspenmusic.org*

Dear Jenny,

We have performed the procedures enumerated below, which were agreed to by the Music Associates of Aspen, Inc. (the "MAA"), solely to assist in meeting the employee baseline requirements set forth in MAA's master plan agreement for the period ended December 31, 2019. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

- *PROCEDURE 1:* We reviewed a worksheet prepared by MAA that details all MAA employees, their title, hours worked, wages, for the year ended December 31, 2019. The worksheet was used to calculate the total full time equivalent ("FTE") employees for MAA.

  RESULTS: We reviewed the worksheet for formula errors. No formula errors were noted.

- *PROCEDURE 2:* We agreed the worksheet noted above to individual W-2's to ascertain that all employees are included in the worksheet.

  RESULTS: We haphazardly selected employees from MAA's payroll register and W-2's to ensure that all employees were included in the worksheet noted above. We noted no employees excluded from the worksheet during our testing.

- *PROCEDURE 3:* We reviewed the title and total wages paid for selected employees in comparison to hours worked to determine reasonableness. Unusual variances were further reviewed.

  RESULTS: We noted no discrepancies in the selected employees.

- *PROCEDURE 4:* We will recalculate FTE's based upon the total hours worked for each employee during the year (including permanent, part time and seasonal), and dividing by an annualized base of 2080 hours.

  RESULTS: We recalculated the FTE's based upon an annualized base of 2080 hours and agreed to the worksheet without exception.

CONCLUSION

The procedures performed indicate that MAA had a total equivalent FTE's of 67.0 for the year ended December 31, 2019. This is a slight reduction from the represented 2006 FTE baseline of 67.1.

We were not engaged to, and did not conduct an audit, the objective of which would be the expression of an opinion on total employees, wages, benefits, or employee payments. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the MAA, Aspen / Pitkin County Housing Authority and others designated by the MAA and is not intended to be and should not used by anyone other than those specified parties.

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
January 30, 2020

ASPEN CENTER FOR PHYSICS FTE AUDIT
SEPTEMBER 2024

As requested as part of the Aspen Meadows Land Use Application, the Aspen Center for Physics has completed an audit of existing FTEs employed on the campus. This audit includes FTE information on a seasonal basis, as there are typically more FTEs in the summer than in the winter.

As identified in the summary table below, a total of 4.04 FTEs are employed on the Aspen Physics campus in 2023, the last year for which data is available.

The steps listed below were used to complete this audit.

Procedure Step 1: Aspen Center for Physics produced a report from our Accountant that shows all Aspen based staff and the number of hours they work. This report includes summer interns, part-time employees, and full-time employees.

Procedure Step 2: The information gathered in step 1 was put into a spreadsheet based upon the number of hours and positions and that in turn gave a total FTE count for the property. The FTE calculations were made based on 1 FTE = 2080 hours worked in a single year.

Procedure Step 3: All formulas were double checked for accuracy.

Aspen Center for Physics, Staff 2023			
	Number of Positions	**Dates**	**Hours**
Full Time/Year Round			
Administrative Vice President	1		2080
Development and Communications	1		2080
Finance/Accounting	1		2080
Part Time/Year Round			
Property Manager/Bike Technician	1		1168
Summer Only			
Front Desk	1	May 22 - September 30	639
High School Interns	5	June 5 - August 11	347
Total Hours			**8394**
Total FTEs at 2080 hrs/yr/FTE			**4.04**

HOUSING
THE ASPEN IDEA

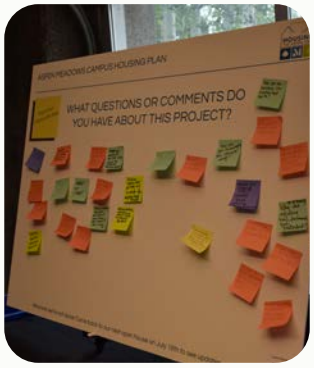
Communications and Community Engagement Summary

DRAFT











'Housing the Aspen Idea' unveiled

Nonprofits at Meadows campus float concepts for new buildings

By Josie Taris *Aspen Daily News Staff Writer*

At first blush, community members seemed ready to endorse the affordable housing proposal for employees of the three major nonprofits at the Aspen Meadows campus, especially after they learned parking wouldn't be affected.

Aspen Music Festival and School, the Aspen Institute and the Aspen Center for Physics have teamed up to propose 53 deed-restricted units across 13 buildings on the campus to house full-time and seasonal staff, as well as program visitors.

The first open house on the topic was held at Harris Hall on Wednesday. There, representatives from the three nonprofits laid out details for their respective housing plans and answered community questions.

"This is not supposed to be community workforce housing that any person could live in. This is housing for staff, visiting physicists, full-time and part time staff, interns, things like that, specific for these organizations," said Jessica Garrow of Design Workshop, the planning firm contracted by the nonprofits. Currently, there are no employee housing units on the campus.

Each organization's plans for housing vary, though they plan to submit a joint land use application.

The name of the project, "Housing the Aspen Idea," draws upon Aspen forepaunts Walter and Elizabeth Paepcke's vision for Aspen's enrichment of the mind, body and spirit — all of which the nonprofits contribute to.

For the Aspen Center for Physics, Administrative Vice President Amanda Jenkins said their proposal would alleviate the housing struggle for visiting physicists and support staff.

+ HOUSING ON PAGE 4

Executive Summary



It was imperative to the applicants and the design team to inform and engage the community on the intent and scope of this proposed deed-restricted housing project. The Aspen Meadows property is a beloved and iconic space downtown that many locals feel connected to as neighbors, residents, and supporters of the Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics. Inviting the public to learn about the project and offer feedback was integral in shaping the plans included in this application, as well as maintaining transparent and accessible communications with the public from the project's conception.

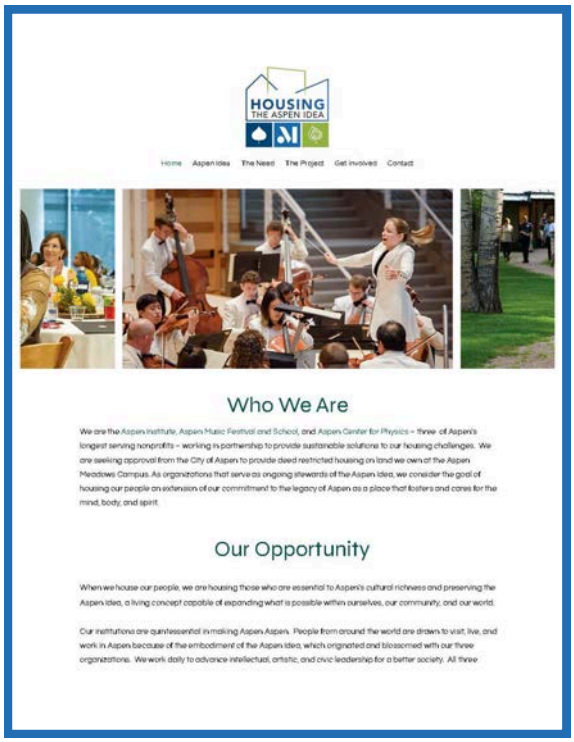
Overall, through advertising, targeted outreach, social media, website visitors, newsletters subscribers, and public meetings, our direct messaging had 17,000+ touchpoint. This does not take into account the number of people who read newspaper articles, heard radio news reports, saw advertisements in hard copy and digital issues of local newspapers and heard public radio announcements.

Housing the Aspen Idea

Because this project is a partnership between three nonprofits, it was important to communicate to the public the significance of providing housing on-site and the ethics and values behind it. The group arrived at Housing the Aspen Idea as a moniker for the proposal and collaboration after discussing many options. The group believed this name expressed the goal of the project (to house its people) while also focusing on the fact that the Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics are principals in the origin of the Aspen Idea as well as ongoing stewards of the concept. All are deeply committed to extending the legacy of Aspen as a place that fosters the mind, body, and spirit of those engaging in their missions, including the people behind the scenes who make it all happen and further the organization's goals.

HOUSING
THE ASPEN IDEA

Website



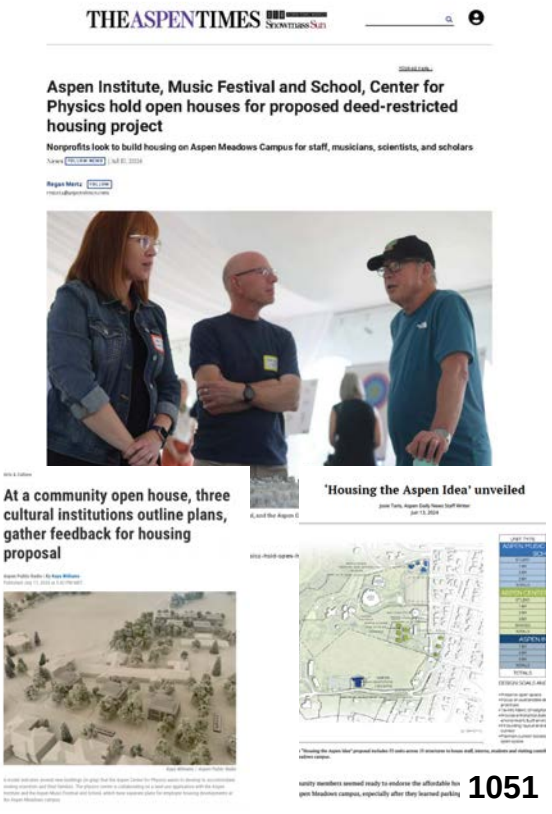
The project's website, www.housingtheaspenidea.com, has been running since May 2024. Its pages include background on the opportunity the organizations have to solve their problem on land they own; background on each nonprofit; its need for housing and the challenges of securing housing in the Roaring Fork Valley; specific project and open house information (including site plans, renderings, and unit counts, and square footage), how to get involved, and a newsletter sign up.

AS OF EARLY AUGUST, THE SITE HAS HAD MORE THAN 1,800 VISITORS AND 72 INDIVIDUALS SIGNED UP FOR THE NEWSLETTER, WHICH IS DISTRIBUTED TO MEMBERS WITH INFORMATION ABOUT PROJECT MILESTONES AND UPCOMING EVENTS, LIKE OPEN HOUSES AND WALKING TOURS.

News Reports

Information about the project, the website, how to sign up for newsletters, open houses, and walking tours were reported in the Aspen Daily News (May 24, 2004 and June 13, 2004), Aspen Times (July 17, 2024), and Aspen Public Radio (July 17, 2024).

In addition to these news outlets, public service announcements and press releases about the project and open houses were sent to Aspen Journalism, The Sopris Sun, The Post Independent, KSPN, KSNO, KDNK, KTMS, Entravision/TriColor, Snowmass Sun, Aspen 82, el Sol de Valle, ACRA, Pitkin County, Western Mountain Regional Housing Coalition, Colorado Mountain College, Aspen Historical Society, Aspen Skiing Company, City of Aspen, APCHA, and Snowmass Village. Each open house was also listed in the online community calendar for the Aspen Times and the Aspen Daily News.



Nonprofit Outreach





The Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics each have individual channels for reaching their patrons, scholars, and participants. Prior to the first open house, in early June, the Aspen Music Festival and School sent 1,000 letters to property owners within a 2,000-foot distance from the Meadows campus to inform neighbors about the project, invite them to the website and to sign up for newsletters, and the dates and times for both the June and July open houses.

In addition, Aspen Music Festival and School sent an e-newsletter about the open house and the project website to 1,723 individuals.

The Aspen Institute sent information about the project, website, and open house to 50 staff members and 7,800 people who subscribe to a community programs newsletter and/or Society of Fellows newsletter.

The Aspen Center for Physics sent out notices before each open house to 1,490 individuals. In addition, the organization posted information about each open house on its Facebook (1,100 followers), Instagram (209 followers), and X (190 followers) pages as well as had flyers available on campus to inform those who were there in person.

> **WITH THE ADDITION OF THE WEBSITE NEWSLETTER, MORE THAN 15,400 INDIVIDUALS WERE REACHED VIA DIRECT CONTACT BY THE PARTNERS.**



Advertising Outreach

The group utilized paid advertising to share information about the website, project, and open houses.

Aspen Daily News

June 4 - 11 and July 5-12 10 print advertisements 12,000 circulation	June 5-12 digital advertisements 25,114 impressions	July 1-14 digital advertisements 25, 966 impressions

THE ASPEN TIMES

June 3-12 and July 5-16 10 print advertisements 6,500 circulation	June 3-12 digital advertisements 100,000 impressions 18,000-27,000 in RFV	July 1-14 digital advertisements 82,000 impressions 13,000-19,000 in RFV

Aspen PUBLICRADIO

June 3-12 2-3 Underwriting spots/day 28 total spots 18,000 listeners per week	June 5-16 2-4 Underwriting spots/day 32 total spots 18,000 listeners per week	June and July Digital Newsletter 1 ad per month 1,800 people per month

Open Houses







The project team offered 4 open houses on two dates this summer: Wednesday, June 12 from 11 a.m. – 1 p.m. and 5 p.m. – 7 p.m. and Tuesday, July 16 from 11 a.m. – 1 p.m. and 4 p.m. – 6 p.m. All open houses took place on the Aspen Music Festival and School's portion of the Aspen Meadows near the Music Tent.

The first set of open houses focused on introducing the project, sharing the organization's need for housing, site plans, and meeting the design, engagement, and nonprofit teams.

The second set of open houses focused on site plans, floor plans, architectural design and renderings, unit counts and square footage, and multi-modal transportation and included a model of all the entire scope of the project and all housing units. The design, engagement, and nonprofit teams were joined by architects, transportation, and project management consultants.

MORE THAN 125 PEOPLE ATTENDED THE OPEN HOUSES WITH LITTLE OVERLAP OF PARTICIPANTS, MEANING FEWER THAN 5 PEOPLE WHO CAME TO THE JUNE OPEN HOUSE RETURNED TO THE JULY OPEN HOUSE, WHICH WAS POSITIVE IN TERMS OF REACHING AS MANY DIFFERENT INDIVIDUALS AS POSSIBLE.

Most of the attendees were full-time Aspen residents followed by part-time residents and a large majority also worked in Aspen. In addition, most attendees, particularly for the July 16 open houses, were West End neighbors. The June open house attendees represented a greater diversity of Aspen neighborhoods.

Surveys



For those who didn't attend the open house (and those who did), there were online opportunities to provide feedback on the project website. All materials that were presented at the open houses were posted online on the project page with an accompanying survey where people could provide input and ask questions.

THIRTY INDIVIDUALS TOOK SURVEYS ON MATERIALS PRESENTED AT BOTH OPEN HOUSES. A MAJORITY OF THOSE SAID THEY WERE ASPEN RESIDENTS.

Walking Tours



The public was invited to participate in walking tours of all three properties, which included illustrating the corners of each building and the footprint of the project. Every individual at each open house was invited, in addition to 72 newsletter subscribers and those who requested a tour through an advertisement on the website for a total of 150+ invites. In addition, ACRA sent an invite to 1,673 contacts.



A TOTAL OF 1,823 PEOPLE WERE INVITED TO WALKING TOURS. TEN INDIVIDUALS PARTICIPATED.

Presentations

To reach community members who couldn't attend the open houses and to talk about the project with specific interest groups, the team scheduled presentations with the Aspen Chamber Resort Association and Aspen Rotary. The goal was to offer educational information about the project and answer questions.

THE GROUP PRESENTED TO 25 PEOPLE ON THE ACRA BOARD ON JULY 30 AND IS SCHEDULE ON SEPTEMBER 12 TO PRESENT TO ASPEN ROTARY CLUB, WHICH AVERAGES 45-50 PEOPLE AT THEIR BREAKFAST SESSIONS.

By the Numbers

Open Houses



4 sessions
125+ attendees
10 walking tour attendees

Direct Contacts



17,000 + touchpoints

Newspaper Ads



20 print ads
232,000 digital impressions

Radio Ads



60 underwriting spots
2,800 newsletter impressions

Website



1,800+ visits
72 newsletter subscribers

News Stories



4 stories
4 community calendar listings

Survey



2 online surveys
30 respondents

Presentations



2 presentations
65 attendees

General Themes

The two general themes we heard during feedback sessions were around preserving neighborhood character and traffic and parking issues, which is expected in any proposal in Aspen. This application integrates community input as much as possible into the design and character of each individual housing project and site plan.

The most popular feedback topic across the board was traffic and parking. During discussions, the team found that many of the comments and suggestions targeted right-of-way issues, traffic flow, street design, and pedestrian access that are beyond the scope of the project and the property boundaries. It is likely that during the public process, the community may want to discuss traffic patterns and street parking in the West End with the City of Aspen beyond the purview of this housing project.



Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services

22860 Two Rivers Road
Basalt, Colorado 81621
970.925.8354
[illegible]workshop.com

July 29, 2024

Mr. Ben Anderson
Community Development Director
City of Aspen
427 Rio Grande Place
Aspen, CO 81611

Re: Letter of Authorization to Submit Land Use Application for The Aspen Institute, PID# 273512129008

Dear Mr. Anderson:

As the owners of the above referenced property, I hereby authorize Design Workshop, Inc., Sopris Engineering LLC, Concept One Group, and Jacobs Engineering to act as my designated and authorized representative for the preparation, submittal and processing of any land use reviews related to development on our property. Design Workshop, Inc., Sopris Engineering LLC, Concept One Group and Jacobs Engineering are also authorized to represent me in meetings with City of Aspen staff, the Hearing officer, the Planning and Zoning Commission, City Council, and/or the Board of Adjustment.

Should you have any need to contact us during the course of the review, please do so through Design Workshop, Inc, whose address and telephone number is included in the application.

Thank you.

Sincerely,

Aspen Institute

Name: Richard Stettner

Signature: _____

Name: _____

Signature: _____

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services

22860 Two Rivers Road
Basalt, Colorado 81621
970.925.8354
designworkshop.com

July 29, 2024

Mr. Ben Anderson
Community Development Director
City of Aspen
427 Rio Grande Place
Aspen, CO 81611

Re: Letter of Authorization to Submit Land Use Application for Aspen Music Festival and School, PID# 273512129802

Dear Mr. Anderson:

As the owners of the above referenced property, I hereby authorize Design Workshop, Inc., Sopris Engineering LLC, Concept One Group, and Jacobs Engineering to act as my designated and authorized representative for the preparation, submittal and processing of any land use reviews related to development on our property. Design Workshop, Inc., Sopris Engineering LLC, Concept One Group and Jacobs Engineering are also authorized to represent me in meetings with City of Aspen staff, the Hearing officer, the Planning and Zoning Commission, City Council, and/or the Board of Adjustment.

Should you have any need to contact us during the course of the review, please do so through Design Workshop, Inc, whose address and telephone number is included in the application.

Thank you.

Sincerely,

Aspen Music Festival and School

Name: Alan Fletcher, President and CEO

Signature: _____

Name: Jennifer B. Elliot, Senior VP

Signature: _____

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services

22860 Two Rivers Road
Basalt, Colorado 81621
970.925.8354
designworkshop.com

July 29, 2024

Mr. Ben Anderson
Community Development Director
City of Aspen
427 Rio Grande Place
Aspen, CO 81611

Re: Letter of Authorization to Submit Land Use Application for Aspen Center for Physics, PID# 273512129803

Dear Mr. Anderson:

As the owners of the above referenced property, I hereby authorize Design Workshop, Inc., Sopris Engineering LLC and Jacobs Engineering to act as my designated and authorized representative for the preparation, submittal and processing of any land use reviews related to development on our property. Design Workshop, Inc., Sopris Engineering LLC and Jacobs Engineering are also authorized to represent me in meetings with City of Aspen staff, the Hearing officer, the Planning and Zoning Commission, City Council, and/or the Board of Adjustment.

Should you have any need to contact us during the course of the review, please do so through Design Workshop, Inc, whose address and telephone number is included in the application. In addition, please feel free to reach out directly to us if we can help you with any information about the programs, operations, physicist participants, transportation and parking policies, or overall project goals of the Aspen Center for Physics.

Thank you.

Sincerely,

Aspen Center for Physics

Name: MATTHIAS TROYER
President

Signature:

TITLE COMPANY
of the rockies

620 East Hopkins Avenue
Aspen, CO 81611
Phone: 970-925-3577 Fax: 970-300-4423
www.titlecorockies.com

COMMITMENT TRANSMITTAL

Commitment Ordered By:
Richard Stettner
Aspen Institute
1000 North Third Street
Aspen, CO 81611
Phone: 970-544-7910 Fax:
email: Richard.stettner@aspeninstitute.org

Inquiries should be directed to:
Authorized Officer or Agent
Title Company of the Rockies
620 East Hopkins Avenue
Aspen, CO 81611
Phone: 970-925-3577 Fax: 970-300-4423

Commitment Number:	0708350-C
Buyer's Name(s):	Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below
Seller's Name(s):	Aspen Institute, Inc., a Colorado non-profit corporation
Property:	845 Meadows Road, Aspen, CO 81611 Aspen Meadows Subdivision, Lot 1-A, Pitkin County, CO

COPIES / MAILING LIST

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below

Aspen Institute, Inc., a Colorado non-profit corporation

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

TITLE COMPANY
of the rockies

620 East Hopkins Avenue
Aspen, CO 81611
Phone: 970-925-3577 Fax: 970-300-4423
www.titlecorockies.com

Commitment Ordered By:
Richard Stettner
Aspen Institute
1000 North Third Street
Aspen, CO 81611
Phone: 970-544-7910 Fax:
email: Richard.stettner@aspeninstitute.org

Inquiries should be directed to:
Authorized Officer or Agent
Title Company of the Rockies
620 East Hopkins Avenue
Aspen, CO 81611
Phone: 970-925-3577 Fax: 970-300-4423

Commitment Number:	0708350-C
Buyer's Name(s):	Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below
Seller's Name(s):	Aspen Institute, Inc., a Colorado non-profit corporation
Property:	845 Meadows Road, Aspen, CO 81611 Aspen Meadows Subdivision, Lot 1-A, Pitkin County, CO

TITLE CHARGES

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of "Buyer" and "Seller" shown below may be based on traditional settlement practices in Pitkin County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

Owner's Policy Premium:	
Loan Policy Premium:	
Additional Lender Charge(s):	
Additional Other Charge(s):	
Tax Certificate:	
Total Endorsement Charge(s):	
TBD Charge(s):	$300.00
TOTAL CHARGES:	**$300.00**

COMMITMENT FOR TITLE INSURANCE

Issued by

TITLE COMPANY of the rockies

as agent for

Stewart Title Guaranty Company

SCHEDULE A

Reference: **Commitment Number:** 0708350-C

1. Effective Date: **July 26, 2024, 7:00 am** Issue Date: **August 05, 2024**

2. Policy (or Policies) to be issued:

   ALTA® 2021 Owner's Policy Policy Amount: *Amount to be Determined*
   Premium: *Amount to be Determined*

   Proposed Insured: **Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below**

3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:
   Aspen Institute, Inc., a Colorado non-profit corporation

5. The Land is described as follows:

   FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE
   For Informational Purposes Only - APN: **273512129008 / R014027**

Countersigned
Title Company of the Rockies, LLC

By: _____
Staci Stamps

Commitment No: **0708350-C**

SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of Pitkin, State of Colorado, and described as follows:

Lot 1A,
THE ASPEN MEADOWS SUBDIVISION, according to the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded June 24, 1992 in Plat Book 28 at Page 5 as Reception No. 340938, and First Amendment to the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded December 17, 1992 in Plat Book 30 at Page 17 as Reception No. 351951, Amendment recorded April 18, 2005 in Plat Book 72 at Page 68 as Reception No. 509067, and Amendment recorded April 11, 2006 in Book 78 at Page 35 as Reception No. 522847, and Amendment for Lot 1A, Aspen Meadows Subdivision Plat recorded March 9, 2017 in Plat Book 118 at Page 85 as Reception No. 636682.

For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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Commitment No: **0708350-C**

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I
Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR PITKIN COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

   NOTE: THIS COMMITMENT IS ISSUED UPON THE EXPRESS AGREEMENT AND UNDERSTANDING THAT THE APPLICABLE PREMIUMS, CHARGES AND FEES SHALL BE PAID BY THE APPLICANT IF THE APPLICANT AND/OR ITS DESIGNEE OR

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Commitment No: **0708350-C**

NOMINEE CLOSES THE TRANSACTION CONTEMPLATED BY OR OTHERWISE RELIES UPON THE COMMITMENT, ALL IN ACCORDANCE WITH THE RULES AND SCHEDULES OF RATES ON FILE WITH THE COLORADO DEPARTMENT OF INSURANCE.

NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately.

NOTE: This commitment has been issued for informational purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Commitment No: **0708350-C**

SCHEDULE B, PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.

2. Easements or claims of easements, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

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7. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patents recorded June 8, 1888 in Book 55 at Page 2 as Reception No. 24412, and recorded January 8, 1890 in Book 55 at Page 6 as Reception No. 34383, and recorded May 3, 1892 in Book 55 at Page 24 as Reception No. 47036, and recorded March 28, 1890 in Book 55 at Page 477 as Reception No. 35534.

8. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded May 3, 1892 in Book 55 at Page 24 as Reception No. 47036.

9. Terms, conditions, obligations, provisions and easements of Easement Agreement by and between The Aspen Institute for Humanistic Studies, a Colorado corporation and Aspen Metropolitan Sanitation District, a quasi municipal Colorado corporation as set forth in instrument recorded June 17, 1970 in Book 249 at Page 13 as Reception No. 140967.

10. Terms, conditions, obligations, provisions and easements of Grant of Easement by and between the Aspen Institute of Humanistic Studies, a Colorado corporation and the City of Aspen, a Colorado municipal corporation as set forth in instrument recorded April 24, 1972 in Book 262 at Page 916 as Reception No. 151172, and Grant of Easement recorded November 15, 1979 in Book 379 at Page 362 as Reception No. 219617.

11. Terms, conditions, obligations and provisions of Agreement recorded September 1, 1982 in Book 432 at Page 133 as Reception No. 243910.

12. Terms, conditions, obligations and provisions Agreement RE Access to ROA Parcel recorded October 15, 1982 in Book 434 at Page 102 as Reception No. 244802, and Release and Quit Claim Deed recorded January 24, 1992 in Book 667 at Page 866 as Reception No. 340953.

13. Terms, conditions, obligations and provisions of Statement of Exception from the Full Subdivision Process and Subdivision Approval for the Purpose of Allowing the Aspen Institute for Humanistic Studies to Exercise its Option to Acquire record Title to that Property Commonly known as the Academic Parcel recorded September 26, 1980 in Book 395 at Page 763 and Declaration of Covenants and Restrictions as set forth in instrument recorded October 31, 1985 in Book 498 at Page 256 as Reception No. 272730.

14. Terms, conditions, obligations and provisions of The Aspen Meadows, Specially Planned Areas, Development and Subdivision Agreement as set forth in instrument recorded January 24, 1992 as Reception No. 340937 and Amendment to Aspen Meadows Specially Planned Area Development and Subdivision Agreement recorded July 19, 1999 as Reception No. 433537, Amendment recorded April 18, 2005 as Reception No. 509066, Amendment recorded April 18, 2005 as Reception No. 509066, Amendment recorded April 11, 2006 as Reception No. 522846,

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Amendment recorded January 5, 2010 as Reception No. 565856, Amendment recorded February 25, 2010 as Reception No. 567221 and First Amendment recorded November 14, 2016 as Reception No. 633858.

15. Terms, conditions, obligations and provisions of Declaration and Grant of Easements and Rights of User recorded January 24, 1992 in Book 667 at Page 814 as Reception No. 340940 and in Book 667 at Page 820 as Reception No. 340941.

16. Any and All water rights, ditch and ditch rights as reserved in Special Warranty Deed recorded January 24, 1992 in Book 667 at Page 824 as Reception No. 340942.

17. Terms, conditions, obligations and provisions of Raw Water Agreement by and between The City of Aspen, Colorado, The Aspen Institute, Inc., and Savannah Limited Partnership as set forth in instrument recorded January 24, 1992 in Book 667 at Page 828 as Reception No. 340943 and Amendment Agreement recorded October 29, 2003 as Reception No. 490408.

18. Terms, conditions, obligations and provisions of Shared Facility Agreement by and between the Aspen Institute, Inc., a Colorado non-profit corporation and the Music Associates of Aspen, Inc., a Colorado non-profit corporation and the Aspen Center For Physics, a Colorado non-profit corporation as set forth in instrument recorded January 24, 1992 in Book 667 at Page 853 as Reception No. 340949.

19. Covenants, conditions, restrictions, notes; easements, reservations and rights of ways as shown on the Plats of the Aspen Meadows Subdivision recorded October 31, 1985 in Plat Book 17 at Page 84 as Reception No. 272729; the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded June 24, 1992 in Plat Book 28 at Page 5 as Reception No. 340938; and Lots 1A and 1B, First Amendment to the Aspen Meadow Final S.P.A. Development Plan and Final Subdivision Plat recorded December 17, 1992 in Plat Book 30 at Page 17 as Reception No. 351951 and Second Amendment to the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded August 31, 1995 in Book 38 at Page 13 as Reception No. 384908, Third Amendment recorded September 6, 1996 in Book 40 at Page 25 as Reception No. 396738, Amendment recorded April 18, 2005 in Book 72 at Page 68 as Reception No. 509067, Amendment recorded recorded April 11, 2006 in Book 78 at Page 35 as Reception No. 522847, and Amended Lot 1A, Aspen Meadows Subdivision Plat recorded March 9, 2017 in Plat Book 118 at Page 85 as Reception No. 636682.

20. Terms, conditions, obligations and provisions of Trench, Conduit, and Vault Agreement recorded July 30, 1992 as Reception No. 347220.

21. Terms, conditions, obligations and provisions of Holy Cross Electric Association, Inc. Underground Right-of-Way Easement recorded September 26, 1994 as Reception No. 374571.

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22. Terms, conditions, obligations and provisions of Easement Deed recorded September 26, 1994 in Book 762 at Page 351 as Reception No. 374572.

23. Terms, conditions, obligations and provisions of Utility Easement Agreement recorded September 26, 1994 in Book 762 at Page 355 as Reception No. 374573.

24. Terms, conditions, obligations and provisions of Ordinance No. 14 (Series of 1991) An Ordinance of the City Council of Aspen, Colorado, Granting Final Approval of the Aspen Meadows Specially Planned Area (SPA) Final Development Plan, Subdivision Approval, Rezoning Map Amendments, Residential Growth Management Allotment, Excess Growth Management Allotment, Growth Management Exemption for Essential Public Facilities, Condominiumization, and Vesting of Development Rights as set forth in instrument recorded September 30, 1994 in Book 762 at Page 811 as Reception No. 374793.

25. Terms, conditions, obligations and provisions of Ordinance 5-1996 recorded May 15, 1996 as Reception No. 392714.

26. Terms, conditions, obligations, provisions and easements of Easement Agreement by and between Aspen Music Festival and the City of Aspen, a municipal corporation of the State of Colorado as set forth in instrument recorded August 28, 1997 as Reception No. 407782.

27. Terms, conditions, obligations and provisions of Resolution recorded March 2, 2000 as Reception No. 441031.

28. Terms, conditions, obligations and provisions of Agreement to Vacate Water Line Easement recorded September 22, 1998 as Reception No. 422232.

29. Terms, conditions, obligations and provisions of Resolution No. 20, Series of 2004 recorded August 12, 2004 as Reception No. 500714.

30. Terms, conditions, obligations and provisions of Ordinance No. 45, Series of 2004 recorded January 21, 2005 as Reception No. 506235.

31. Terms, conditions, obligations and provisions of Ordinance No. 46, Series of 2005 recorded April 11, 2006 as Reception No. 522844.

32. Terms, conditions, obligations and provisions of Holy Cross Contract recorded April 11, 2006 as Reception No. 522849.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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33. Terms, conditions, obligations and provisions of Easement recorded April 11, 2006 as Reception No. 522850.

34. Terms, conditions, obligations and provisions of Trench, Conduit and Vault Agreement recorded April 11, 2006 as Reception No. 522851.

35. Terms, conditions, obligations and provisions of Resolution No. 4, Series of 2006 recorded May 19, 2006 as Reception No. 524234.

36. Terms, conditions, obligations and provisions of Contract recorded August 17, 2007 as Reception No. 541175 and Release recorded April 20, 2017 as Reception No. 637739.

37. Terms, conditions, obligations and provisions of Notice of Approval recorded July 29, 2014 as Reception No. 612170.

38. Terms, conditions, obligations and provisions of Notice of Approval recorded January 23, 2015 as Reception No. 616908.

39. Terms, conditions, obligations and provisions of Resolution No. 14, Series of 2016 recorded May 26, 2016 as Reception No. 629579.

40. Terms, conditions, obligations and provisions of Deed of Conservation Easement in Gross recorded July 15, 2016 as Reception No. 630707.

41. Terms, conditions, obligations and provisions of Ordinance No. 17, Series of 2016 recorded September 30, 2016 as Reception No. 632651.

42. Terms, conditions, obligations and provisions of Resolution No. 30, Series of 2016 recorded October 19, 2016 as Reception No. 633129.

43. Terms, conditions, obligations and provisions of Amendment to Aspen Meadows Development and Subdivision Agreement recorded March 9, 2017 as Reception No. 636681.

44. Terms, conditions, obligations and provisions of Ordinance No. 1, Series of 2018 recorded March 13, 2018 as Reception No. 645803.

45. Terms, conditions, obligations and provisions of Notice of Approval recorded May 14, 2018 as Reception No. 647337.

46. Terms, conditions, obligations and provisions of Notice of Approval recorded July 3, 2019 as Reception No. 657073.

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47. Terms, conditions, obligations and provisions of Resolution #4 Series of 2019 recorded February 24, 2020 as Reception No. 663035, and Resolution #4 Series of 2020 rerecorded July 17, 2020 as Reception No. 666061.

48. Terms, conditions, obligations and provisions of Resolution #10, Series of 2020 recorded June 24, 2020 as Reception No. 665381.

49. Terms, conditions, obligations and provisions of Ordinance #1 (Series of 2020) recorded November 16, 2020 as Reception No. 670555.

50. Terms, conditions, obligations and provisions of Stormwater Best Management Practices Operations and Maintenance Agreement recorded May 2, 2023 as Reception No. 694684.

51. Terms, conditions, obligations and provisions of Ordinance #05 (Series of 2024) recorded June 27, 2024 as Reception No. 703174.

Note: This Company is required by Federal Law to collect certain additional information from you and the parties representing you regarding the purchase of real property. US Code Title 31-Sec 5326 authorizes the U.S Department of Treasury to collect information about the certain transaction as specified in various geographic targeting orders for the purpose of preventing evasion of the Bank Secrecy Act. As a result of a Geographic Targeting Order ("GTO") issued by the United States Department of Treasury, Financial Crimes Enforcement Network ("FinCEN"), on November 15, 2018, and effective November 17, 2018, this transaction may be responsive to the requirements of the GTO. You may be required, as a condition of the issuance of the policy to provide additional information that will be reported to FinCEN. Please contact this company and provide the details of this transaction in order to comply with the GTO.
If the transaction meets the reporting requirement, you will be asked to provide information on the identity of the parties to the transaction, which will be reported to FinCEN. This company is prohibited from issuing its policy if the transaction is reportable and the information is not provided for reporting.
Additional exceptions and/or requirements may be raised

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DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
4. Any deviation from conditions A though C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

(i) The subject real property may be located in a special taxing district;
(ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
(iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds $100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

(a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and

(b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:
We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:
Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and

records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that "A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing."
Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).
Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.
Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that "Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as "earnest money" for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
   (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
   (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
   (a) Await any proceeding; or
   (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
   (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party."

Note 11: Pursuant to Colorado Division of Insurance Regulation 8-1-3,Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY 'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

Title Company of the Rockies, LLC
Company Name

CO 81611
City, State

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any

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liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
(303) 270-0445
Tax ID: 84-0572036

MUSIC ASSOCIATES OF ASPEN INC
ATTN: JENNIFER ELLIOT
225 MUSIC SCHOOL RD
Aspen, CO 81611

Reference

Your Reference Number:	
Our Order Number:	62017417
Our Customer Number:	3004827.0
Invoice (Process) Date:	08/05/2024
Transaction Invoiced By:	Kim Shultz
Email Address:	kshultz@ltgc.com

Invoice Number:	ASP-5359
Property Address:	960 N 3RD ST, ASPEN, CO 81611
Parties:	TO BE DETERMINED

- Charges -

"TBD" Commitment	$279.00
Amount Credited	$0.00
Total Invoice Amount	$279.00
Total Amount Due	$279.00

Payment due upon receipt

Please reference Invoice No. ASP-5359 on payment
Please make check payable and send to:
Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111

Customer Distribution

Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **Q62017417** Date: **08/05/2024**

Property Address: **960 N 3RD ST, ASPEN, CO 81611**

For Closing Assistance

For Title Assistance

Land Title Roaring Fork Valley
Title Team
533 E HOPKINS #102
ASPEN, CO 81611
(970) 927-0405 (Work)
(970) 925-0610 (Work Fax)
valleyresponse@ltgc.com

Seller/Owner
MUSIC ASSOCIATES ASPEN INC
Attention: JENNIFER ELLIOT
Delivered via: Electronic Mail

Estimate of Title Fees

Order Number: Q62017417 **Date:** 08/05/2024

Property Address: 960 N 3RD ST, ASPEN, CO 81611

Seller(s): MUSIC ASSOCIATES ASPEN, INC., A COLORADO NON-PROFIT CORPORATION

Buyer(s): TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit **ltgc.com** to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	$279.00
TOTAL	**$279.00**

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

Pitkin county recorded 01/24/1992 under reception no. 340945 at book 667 page 836

Pitkin county recorded 01/24/1992 under reception no. 340946 at book 667 page 845

Pitkin county recorded 03/16/1992 under reception no. 342548 at book 671 page 726

Pitkin county recorded 03/16/1992 under reception no. 342549 at book 671 page 727

Plat Map(s):

Pitkin county recorded 01/24/1992 at book 28 page 5

Pitkin county recorded 07/19/1999 at book 50 page 49

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: Q62017417

Property Address:

960 N 3RD ST, ASPEN, CO 81611

1. **Effective Date:**

   07/26/2024 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "TBD" Commitment $0.00
   Proposed Insured:
   TO BE DETERMINED

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   FEE SIMPLE

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   MUSIC ASSOCIATES ASPEN, INC., A COLORADO NON-PROFIT CORPORATION

5. **The Land referred to in this Commitment is described as follows:**

   LOT 2.
   THE ASPEN MEADOWS SUBDIVISION,
   ACCORDING TO THE ASPEN MEADOWS FINAL S.P.A. DEVELOPMENT PLAT AND FINAL SUBDIVISION PLAT RECORDED JANUARY 24, 1992 IN PLAT BOOK 28 AT PAGE 5 AND THE ASPEN MEADOWS SUBDIVISION LOT 2 FINAL S.P.A. DEVELOPMENT PLAT RECORDED JULY 19, 1999 IN PLAT BOOK 50 AT PAGE 49.

   COUNTY OF PITKIN,
   STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: Q62017417

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: Q62017417

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 08, 1888, IN BOOK 55 AT PAGE 2, RECORDED JANUARY 8, 1890 IN BOOK 55 AT PAGE 6, RECORDED MAY 3, 1892 IN BOOK 55 AT PAGE 24, AND RECORDED MARCH 28, 1890 IN BOOK 55 AT PAGE 477.
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 03, 1892, IN BOOK 55 AT PAGE 24.
10. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF EASEMENT AND RIGHT OF WAY FOR SEPTIC PURPOSES AS SET FORTH IN EASEMENT AGREEMENT RECORDED DECEMBER 23, 1965 IN BOOK 217 AT PAGE 550.
11. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF EASEMENT AND RIGHT OF WAY FOR SEWER LINE AS SET FORTH IN EASEMENT AGREEMENT RECORDED JUNE 17, 1970 IN BOOK 249 AT PAGE 13.
12. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF EASEMENT AND RIGHT OF WAY FOR A WATER TRANSMISSION LINE AS SET FORTH IN GRANT OF EASEMENT RECORDED APRIL 24, 1972 IN BOOK 262 AT PAGE 916.
13. TERMS, CONDTIONS, PROVISIONS AND OBLIGATIONS OF EASEMENT AND RIGHT OF WAY AS GRANTED TO ROCKY MOUNTAIN NATURAL GAS CO IN INSTRUMENT RECORDED AUGUST 14, 1989 IN BOOK 599 AT PAGE 380.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: Q62017417

14. TERMS, CONDITIONS, AND PROVISIONS OF SUBDIVIDER'S AGREEMENT AS CONTAINED IN INSTRUMENT RECORDED JANUARY 24, 1992, IN BOOK 667 AT PAGE 731 AND AMENDMENT RECORDED JULY 19, 1999 AS RECEPTION NO. 433537 AND AMENDMENT RECORDED APRIL 18, 2005 AS RECEPTION NO. 509066 AND AMENDMENT RECORDED APRIL 11, 2006 AS RECEPTION NO. 522846 AND AMENDMENT RECORDED JANUARY 5, 2010 AS RECEPTION NO. 565856 AND FIRST AMENDMENT THERETO RECORDED NOVEMBER 14, 2016 AS RECEPTION NO. 633858.
15. EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS AS SET FORTH ON THE PLAT OF ASPEN MEADOWS SUBDIVISION FINAL S.P.A. DEVELOPMENT PLAN RECORDED JANUARY 24, 1992 IN PLAT BOOK 28 AT PAGE 5 AND ASPEN MEADOWS SUBDIVISION LOT 2 FINAL S.P.A. DEVELOPMENT PLAN RECORDED JULY 19, 1999 IN PLAT BOOK 50 AT PAGE 49.
16. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF COVEYANCE AGREEMENT AS SET FORTH IN DEED RECORDED JANUARY 24, 1992 IN BOOK 667 AT PAGE 836 AND RERECORDED MARCH 16, 1992 IN BOOK 671 AT PAGE 726 AND AMENDMENT RECORDED DECEMBER 1, 1999 AS RECEPTION NO. 438201.
17. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF SHARED FACILITIES AGREEMENT RECORDED JANUARY 24, 1992 IN BOOK 667 AT PAGE 853.
18. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JULY 30, 1992 IN BOOK 684 AT PAGE 887.
19. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF UTILITY EASEMENT GRANTED TO THE CITY OF ASPEN IN EASEMENT AGREEMENT RECORDED SEPTEMBER 26, 1994 IN BOOK 762 AT PAGE 351.
20. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE BY THE CITY OF ASPEN, NO. 14, SERIES OF 1991 RECORDED SEPTEMBER 30, 1994 IN BOOK 762 AT PAGE 811.
21. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF NON-EXCLUSIVE EASEMENT GRANTED TO THE CITY OF ASPEN IN EASEMENT AGREEMENT RECORDED AUGUST 28, 1997 AS RECEPTION NO. 407782.
22. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF ORDINANCE BY THE CITY OF ASPEN, NO. 27, SERIES OF 1998 RECORDED JANUARY 26, 1999 AS RECEPTION NO. 426945.
23. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF ORDINANCE BY THE CITY OF ASPEN, NO. 38, SERIES OF 1998 RECORDED JULY 19, 1999 AS RECEPTION NO. 433536.
24. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RESOLUTION BY THE ASPEN PLANNING AND ZONING COMMISSION, NO. 07, SERIES OF 2000 RECORDED MARCH 2, 2000 AS RECEPTION NO. 441031.
25. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF SUBSURFACE EASEMENT AGREEMENT RECORDED OCTOBER 2, 2000 AS RECEPTION NO. 447579.
26. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF UTILITY EASEMENT RECORDED DECEMBER 8, 2022 AS RECEPTION NO. 691927.
27. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF STORMWATER BEST MANAGEMENT PRACTICES OPERATING AND MAINTENANCE AGREEMENT RECORDED MAY 2, 2023 AS RECEPTION NO. 694685.

Land Title Guarantee Company
Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Insurance Corporation and
Old Republic National Title Insurancy Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance
Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By President

Attest Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ATTORNEYS TITLE INSURANCE AGENCY OF ASPEN, LLC
715 WEST MAIN STREET, SUITE 202 ASPEN, COLORADO 81611

OWNERSHIP & ENCUMBRANCE REPORT

This report is based on a search made of documents affecting the record title to the property described hereinafter, searched by legal description and by the names of the grantor or grantee. Consequently, the information as to record owner is taken from the most recent recorded Vesting Deed, and the information as to existing encumbrances reflects those documents of record which specifically described the subject property by legal description, or which refer to the owner of the property which are filed by name only and do not include the legal description of the property. No information is furnished relative to easements, covenants, conditions, and restrictions. This report does include the results of a search under the names of the property owner(s) in the general index. Liability of Attorneys Title Insurance Agency of Aspen, LLC under this Ownership and Encumbrance Report is limited to the fee received.

Effective Date: August 14, 2024

Property Address: 700 West Gillespie Street, Aspen, CO 81611

Schedule No: R015372

Parcel No: 273512129803

Taxes: The parcel is Tax Exempt.

Legal Description:

Lot 3, THE ASPEN MEADOWS SUBDIVISION, according to the Aspen Meadows Final S.P.A. Development Plan and Final Subdivision Plat recorded in Book 28 at Page 5 of the Pitkin County, Colorado real property records.

Record Owner: The Aspen Center for Physics

The following liens were found affecting the subject property:

The property is free and clear.

By: Jared Walter, Title Examiner

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into on this day, September 10, 2024, by and between the Aspen Institute (AI), Aspen Music Festival and School (AMFS) and Aspen Center for Physics (ACP) and is intended to set forth the terms and understanding between the parties with respect to the upcoming Land Use Application for the construction of each entities "Housing Program" and ensuring clarity and alignment in the process and execution.

I. Background

The Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics have collectively embarked on a significant initiative to solve a portion of their housing needs on land they collectively own, known as The Aspen Meadows. Each partner identified a key site(s) for this development, aligning with the overarching goals of increasing access to resources so we can continue to deliver programs to the community that put Aspen on the cultural and intellectual map and will keep us thriving for decades to come. The development is expected to support the sustainability of each organization while contributing positively to the local community and economy.

In order to facilitate these projects, AI, AMFS and ACP have agreed to the following terms of understanding and cooperation regarding construction management, timing and communication.

II. Approval of Land Use Change

Each of the parties-Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics-approves the requested change in land use for the Meadows property to accommodate the needs and objectives of each institution. This approval is contingent upon the City granting land use approval to each of the parties involved.

III. Formal Approval of Development

Once the City grants land use approval, each institution will undertake the process of formal approval of the development plans for each partner's respective projects. Such formal approvals are necessary to proceed with the development as planned.

IV. Land Use Process and Potential Splitting

The parties acknowledge that the land use approval process may vary between the entities. If one entity experiences delays or issues that affect the approval process, the parties agree that the land use process may be split, and each entity will address its own respective issues without impeding the progress of the others.

V. Construction During Summer Season

The parties agree that once the projects commence, no exterior construction will be allowed during June, July, or August. This restriction is in place to minimize disruption to the partners' summer programming. Once substantial completion of the exterior has been completed, interior construction will be considered during the summer and will be detailed in a comprehensive construction management plan (CMP).

VI. Coordination and Communication
The parties commit to maintaining open communication and coordinating efforts throughout the land use approval and construction processes. Each organization will designate a representative to facilitate ongoing discussions and address any issues that may arise.

VII. Amendments and Modifications
Any amendments or modifications to this MOU must be made in writing and signed by all parties. This ensures that all changes are agreed upon and documented to maintain clarity and mutual understanding.

VIII. Term and Termination
This MOU will remain in effect until the completion of the land use approval process and the conclusion of all related construction activities, unless terminated earlier by mutual written consent of all parties.

The parties hereto have executed this Memorandum of Understanding as of the date first above written.

Aspen Institute

By: _____

Name: Daniel Porterfield

Title: President + CEO

Date: 9/4/24

Aspen Music Festival and School

By: _____

Name: Alan Fletcher

Title: President and CEO, Aspen Music Festival & School

Date: Sept. 10, 2024

Aspen Center for Physics

By: Josh Frieman

Name: Josh Frieman

Title: Chair, Board of Trustees

Date: Sept. 10, 2024

CITY OF ASPEN

PRE-APPLICATION CONFERENCE SUMMARY

PRE-24-083

DATE: August 9, 2024 | Revised August 21, 2024

PLANNER: Kevin Rayes | kevin.rayes@aspen.gov | 970.429.2797

PROJECT NAME AND ADDRESS: Aspen Meadows Campus| Planned Development – Major Amendment

PARCEL ID's #: 2735-122-31-852, 2735-121-29-008, 2735-121-29-809, 2735-121-29-802, 2735-121-29-803

REPRESENTATIVE: Jessica Garrow | Design Workshop | jgarrow@designworkshop.com

DESCRIPTION: The Aspen Meadows Planned Development was approved via Ordinance No. 14, Series 1991 and has undergone several major amendments in subsequent years. Notable amendments include approval of Harris Hall ("the music tent") via Ordinance #38, Series of 1998, approval to replace Hilbert Hall (associated with the Physics Center) with a new building via Ordinance No. 26, Series of 1995, and approval to develop the Resnick Center for Herbert Bayer Studies (associated with the Aspen Institute) via Ordinance No. 1, Series of 2020. Today the PD encompasses multiple zone districts, consisting of Wildlife Preservation (WP), Residential Multi-Family (R/MF), Open Space (OS), and Academic (A). There are multiple buildings and various uses scattered throughout the PD, including a hotel, townhomes, a health center, and facilities associated with the uses/functions of the Aspen Institute, the Music School, and the Physics Center. These three organizations are interested in pursuing a Major Amendment to the Aspen Meadows PD to develop onsite housing within various locations of the campus. The Applicants anticipate using housing for full-time staff, part-time staff, seasonal staff and interns.

The Applicants are also interested in memorializing three enclosed storage areas that were installed within the Aspen Meadows Storage Yard without approval-which triggers an expansion of Essential Public Facility[1]. On that topic, the Applicants are also interested in developing additional floor area for the Aspen Institute and the Physics Center.

Multiple land use reviews are triggered, which requires a two-step review process. First a recommendation is needed from either the Planning & Zoning Commission or the Historic Preservation Commission[2] followed by final review from City Council. The applicable land use reviews are described below:

- Major Amendment to a Planned Development (26.445.110.f, *Major Amendment*):
  As previously mentioned, the subject site is overlayed within the Aspen Meadows Planned Development. The housing contemplated by the Applicants will be located throughout the site, and therefore requires a site-specific approval, which triggers a two-step review process: (1) *Project* Review, and (2) *Detailed Review*. Project Review requires a recommendation from P&Z followed by a final decision from City Council. The purpose of Project Review is to focus on the general concept for the development and to outline any dimensional requirements that vary from those allowed in the underlying zone district. In this instance, because the Meadows PD overlays multiple zone districts, the application should respond to the relationship between underlying dimensional standards and proposed building dimensions where housing is proposed.

1. Ordinance #1, Series of 2020 approved a storage shed with open bays that is not gated or lockable. The Aspen Institute subsequently determined a need for both open, non-gated storage and enclosed lockable storage space. An Insubstantial PD Amendment was requested to memorialize the enclosed storage sheds (LPA-23-064) for an additional 594 sq. ft. of Floor Area. Staff can administratively approve up to 250 sq. ft. of Floor Area and 500 sq. ft. of Net Leasable space. Because the application exceeded the maximum threshold prescribed by the Code, Council approval is required which is why the request to accommodate additional storage is included as part of this review.

Furthermore, the narrative should clarify existing vs. proposed floor area within each property boundary. Site plans and draft plats are to be included in the application to depict where buildings are proposed in relation to existing development. Drawings, renderings, elevations and other figures are needed to depict the bulk, mass, and height of the proposed development, along with architectural floor plans to break down overall floor area and net livable area.

The application should address parking and describe how existing/proposed parking either complies with underlying zoning or why a variation might be needed. The parking associated with the dwelling units will be memorialized as part of the site-specific approval. On that note, it's worth mentioning that the scope of work proposed is considered 'Minor Development – inside the Roundabout' and is therefore subject to a Level One Transportation Impact Analysis (TIA). Using the Transportation Impact Analysis Toolkit, the application should address how single-occupancy vehicle trips generated from the development will be mitigated.

The application should describe/represent the locations/dimensions of the enclosed storage containers/areas that need to be rectified, including an explanation of why they are needed. The application should also describe/represent the additional floor area contemplated for the Aspen Institute and Physics Center. Based on preliminary conversations with the Applicant, the floor area associated with these spaces is not open to the general public and is therefore not subject to Commercial Design Review but is subject to Growth Management (described below).

Lastly, the application should describe any other dimensional variations that are contemplated and include the reasoning behind why such variations are needed. For instance, in previous conversations with the Applicant, vehicular access to certain housing units would not meet minimum Engineering standards. The application should describe why this is necessary given the unique uses/characteristics of the site.

Pending approval of Project Review, a subsequent application for Detailed Review should be submitted within one year. Detailed Review consists of a one-step review from P&Z or HPC. (This document serves as the pre-application for both Project Review and Detailed Review.)

- Growth Management (26.470.080, *General Review Standards*) & Certificates of Affordable Housing Credits (26.540, *Certificates of Affordable Housing Credits*)

  If not already clear by now, the fundamental goal of this application is to develop onsite deed-restricted housing for fulltime, parttime, and seasonal staff/interns (triggering Growth Management Review). With that said, given the unique uses/nature of the Physics Center, the Aspen Institute and the Music School, it is unclear how many units will qualify for Certificates of Affordable Housing Credits[1]. If the Applicants are interested in pursuing Certificates of Affordable Housing Credit, the application should include a robust narrative explaining which units qualify for credits and how those units will be used. Because the PD is an Essential Public Facility, additional context is needed to determine the delta between existing employees (including fulltime, part-time, seasonal/interns), and mitigation that has already been provided over the years. For instance, Ordinance No. 14, Series of 1991 waived a notable amount of mitigation when the property was redeveloped. Whereas mitigation for two FTEs was provided via Certificates of Affordable Housing Credits when the Resnick Center for Herbert Bayer Studies was approved for development (Ordinance No. 1, Series 2020)[2].

  Additionally, the application should include a narrative describing mitigation associated with the storage areas that were previously installed without approval. (Because those areas are enclosed, they are not exempt from

1. Affordable Housing Credits are reserved for units that house long-term residents as defined by APCHA (i.e., individuals should live in Pitkin County at least nine months per year and work a minimum of 1,500 hours per year). Qualifying units are usually encumbered with 'mandatory occupancy' deed restrictions, meaning they cannot be vacant for more than a certain number of days between tenants.
2. Section 1.9 of the approval requires an employee audit of the Boettcher Building and the Resnick Center operations to be conducted two years and five years after Certificate of Occupancy. It's unlikely that the two-year audit ever happened and the five-year audit is coming up. The application should include an audit in accordance with Ordinance No. 1, Series 2020.

Growth Management Review.) The narrative should also include a description of the mitigation owed for the additional floor area that is contemplated for the Aspen Institute and Physics Center.

By addressing the history of affordable housing mitigation within the Meadows PD, the types of deed-restrictions contemplated for the new dwelling units, and an audit of the current number of employees, Staff can recommend the appropriate number of affordable housing credits generated from this project.

- Residential Design Standards
  The residential dwellings should comply with Residential Design Standards. If the Applicant believes the units meet RDS, architectural plans, drawings, renderings and elevations along with a completed RDS checklist may be submitted prior to submission of the land use application to confirm compliance is met. (These materials can also be submitted with the application packet and reviewed for compliance during the land use review.) If variations from RDS are anticipated, board-level approval can be requested during land sue review.

- Enhanced Public Outreach (26.304.035, *Neighborhood Outreach*)
  To facilitate citizen participation early in the development review process, neighborhood outreach is required. The Applicant should choose at least one qualified form of neighborhood outreach as described in the land use code. It's important to note that neighborhood outreach is required in addition to the minimum public noticing typically associated with a public hearing (i.e., mailout, newspaper, and poster).

RELEVANT LAND USE CODE SECTIONS:

Section Number	Section Title
26.304	**Common Development Review Procedures**
26.410	**Residential Design Standards**
26.415	**Historic Preservation**
26.445	**Planned Development**
26.470	**Growth Management Quota System (GMQS)**
26.412	**Commercial Design Review**
26.515	**Transportation & Parking Management**
26.540	**Certificates of Affordable Housing Credit**
26.575.020	**Calculations & Measurements**
26.710.090	**Residential Multi-Family (R/MF)**
26.710.230	**Academic (A)**
26.710.260	**Open Space (OS)**
26.710.270	**Wildlife Preservation (WP)**

For your convenience – links to the Land Use Application and Land Use Code are below:

Land Use Application | Land Use Code | Historic Preservation Guidelines
Transportation Impact Analysis Guidelines | TIA Toolkit

REVIEW BY: Staff for complete application, review and recommendation.

PUBLIC HEARING: Yes, Planning and Zoning Commission for a recommendation followed by Council for final approval.

PLANNING FEES: $0 For new projects that are 100 percent affordable housing development are eligible for a 100 percent fee waiver of Planning Review fees.

REFERRAL FEES: **Engineering Review** | $1,500 (Flat Fee)
Parks | $1,300 (Flat Fee)
APCHA | $325 deposit (additional hours will be billed at $325/hour)
Environmental Health | $1,625 (Flat Fee)

TOTAL DEPOSIT: **Review 1** – Project Review: $4,750
Review 2 – Detailed Review: $0

PLEASE EMAIL THE APPLICATION AS A SINGLE PDF TO: CDEHADMINS@ASPEN.GOV:

The following information is required in the land use application:

- **General Land Use Requirements**
  - ☐ Completed Land Use Application, signed Fee Agreement and HOA compliance form. (A link to these documents is provided on the previous page of this pre-application.)
  - ☐ Pre-application Conference Summary (this document).
  - ☐ Street address and legal description of the parcel on which development is proposed to occur, consisting of a current (no older than 6 months) certificate from a title insurance company, an ownership and encumbrance report, or attorney licensed to practice in the State of Colorado, listing the names of all owners of the property, and all mortgages, judgments, liens, easements, contracts and agreements affecting the parcel, and demonstrating the owner's right to apply for the Development Application.
  - ☐ A recent site improvement survey (no older than 1 year)
  - ☐ Applicant's name, address and telephone number in a letter signed by the Applicant that states the name, address and telephone number of the representative authorized to act on behalf of the Applicant.
  - ☐ A summary/photos/other representations of the public outreach efforts that have already occurred in preparation for this application.
- **Requirements for Planned Development – Project Review**
  - ☐ A written description of the proposal and an explanation in written, graphic, or model form of how the proposed development complies with the review standards for Project Review.
  - ☐ Any use or dimensional variations should be described and a rationale/explanation should be included as to why such variations are necessary.
  - ☐ Site plans, draft plats and other documents that depict an overall conceptual representation of the proposed development in relation to existing improvements.
  - ☐ Elevation drawings of each building proposed (including the enclosed storage facilities).
  - ☐ Conceptual renderings of proposed development.
  - ☐ A parking plan depicting existing parking, proposed parking and a description/narrative of any shared parking plans.
    - Drawings should be scaled so Engineering can determine if dimensional standards are met.
  - ☐ A completed TIA Toolkit describing where and how mitigation measures will be provided.
  - ☐ A description of how enhanced public outreach has been or will be achieved in accordance with Title 26 of the Land Use Code.
- **Requirements for Growth Management & Certificates of Affordable Housing Credits**
  - ☐ A deep-dive historical analysis of the mitigation that has been provided and waived for existing buildings/structures.

- ☐ An employee audit for each organization- Aspen Institute, Physics and Music School. The audit should include fulltime, seasonal, and part-time employees/interns.
- ☐ An audit specifically for the Boetcher Building and Resnick Center for Herbert Bayer Studies (as required per Ordinance No 1, Series 2020).
- ☐ An analysis/explanation of the mitigation that should be exacted for the enclosed storage areas- this analysis should include the size/sq. ft. of the structures and an explanation of their uses.
- ☐ A narrative explaining the terms of the deed restrictions contemplated for the new development. For example, if certain dwelling units will house fulltime staff while others house seasonal/visiting staff, please clarify.
- ☐ Floor plans and architectural drawings (as required for Project Review) showing the layout, size and number of bedrooms for each unit. The plans should include a narrative explaining if the units meet APCHA minimum design standards.
- ☐ An explanation of unit amenities (e.g., extra outdoor storage, private balconies/porches, etc.)

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

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

COMMUNITY DEVELOPMENT DEPARTMENT

GENERAL LAND USE PACKET

CITY OF ASPEN

Attached is an Application for review of Development that requires Land Use Review pursuant to The City of Aspen Land Use Code: Included in this package are the following attachments:

1. **Development Application Fee Policy, Fee Schedule and Agreement to Pay Application Fees Form**
2. **Land Use Application Form**
3. **Dimensional Requirements Form (if required)**
4. **HOA Compliance Form**
5. **Development Review Procedure**

All applications are reviewed based on the criteria established in Title 26 of the Aspen Municipal Code. Title 26 of the Aspen Municipal Code is available at the City Clerk's Office on the second floor of City Hall and on the internet at https://library.municode.com/co/aspen/codes/municipal_code.

We require all applicants to hold a Pre-Application Conference with a Planner in the Community Development Department so that the requirements for submitting a complete application can be fully described. This meeting can happen in person or by phone or email. Also, depending upon the complexity of the development proposed, submitting one copy of the development application to the Case Planner to determine accuracy, inefficiencies, or redundancies can reduce the overall cost of materials and staff time.

Please recognize that review of these materials does not substitute for a complete review of the Aspen Land Use Regulations. While this application package attempts to summarize the key provisions of the Code as they apply to your type of development, it cannot possibly replicate the detail or the scope of the Code. If you have questions that are not answered by the materials in this package, we suggest that you contact the staff member assigned to your case, contact Planner of the Day (970-429-2764/planneroftheday@gmail.com), or consult the applicable sections of the Aspen Land Use Code.

Land Use Review Fee Policy

The City of Aspen has established a review fee policy for the processing of land use applications. A flat fee or deposit is collected for land use applications based on the type of application submitted.

A flat fee is collected by Community Development for applications that normally take a minimal and predictable amount of staff time to process. Review fees for other City Departments reviewing the application (referral departments) also will be collected when necessary. Flat fees are cumulative, i.e., an application with multiple flat fees must pay the sum of those flat fees. Flat fees are not refundable.

A review fee deposit is collected by Community Development when more extensive staff time is required. Actual staff time spent will be charged against the deposit. Various City staff also may charge their time spent on the case in addition to the Case Planner. The deposit amount may be reduced if, in the opinion of the Community Development Department Director, the project is expected to take significantly less time to process than the deposit indicates. A determination on the deposit amount shall be made during the pre-application conference by the Case Planner. Hourly billing shall still apply.

All applications must include an Agreement to Pay Application Fees. One payment including the deposit for Planning and referral agency fees must be submitted with each land use application, made payable to the City of Aspen. Applications will not be accepted for processing without the required fee(s).

The Community Development Department shall keep an accurate record of the actual time required to process a land use application requiring a deposit. The City can provide a summary report of fees due at the applicant's request. The applicant will be billed for the additional costs incurred by the City when the processing of an application by the Community Development Department takes more time or expense than is covered by the deposit. Any direct costs attributable to a project review shall be billed to the applicant with no additional administrative charge. In the event the processing of an application takes less time than provided for by the deposit, the Department shall refund the unused portion of the deposited fee to the applicant. Fees shall be due regardless of whether an applicant receives approval.

Unless otherwise combined by the Director for simplicity of billing, all applications for conceptual, final, and recordation of approval documents shall be handled as individual cases for the purpose of billing. Upon conceptual approval, all billing shall be reconciled, and past due invoices shall be paid prior to the Director accepting an application for final review. Final review shall require a new deposit at the rate in effect at the time of final submission. Upon final approval, all billing shall again be reconciled prior to the Director accepting an application for review of technical documents for recordation.

The Community Development Director may cease processing of a land use application for which an unpaid invoice is 30 or more days past due. Unpaid invoices of 90 days or more past due may be assessed a late fee of 1.75% per month. An unpaid invoice of 120 days or more may be subject to additional actions as may be assigned by the Municipal Court judge. All payment information is public domain.

All invoices shall be paid prior to issuance of a Development Order or recordation of development agreements and plats. The City will not accept a building permit for a property until all invoices are paid in full. For permits already accepted, any unpaid invoice of 90 or more days may result in cessation of building permit processing or issuance of a stop work order until full payment is made.

The property owner of record is the party responsible for payment of all costs associated with a land use application for the property. Any secondary agreement between a property owner and an applicant representing the owner (e.g. a contract purchaser) regarding payment of fees is solely between those private parties.

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

Agreement to Pay Application Fees

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

Please type or print in all caps

Address of Property: 1000 N 3rd Street, 225 Music School Road, 700 E Gillespie, Aspen, CO 81611

Property Owner Name: Aspen Institute, Aspen Music Festival and School, Aspen Center for Physi Representative Name (if different from Property Owner): Jessica Garrow, Design Workshop

Billing Name and Address - Send Bills to:

22860 Two Rivers Rd #102, Basalt, CO 81621

Contact info for billing: e-mail: jgarrow@designworkshop.com Phone: 970 925-8354

I understand that the City has adopted, via Ordinance No. 20, Series of 2020, review fees for Land Use applications, and payment of these fees is a condition precedent to determining application completeness. I understand that as the property owner, I am responsible for paying all fees for this development application.

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

$._____flat fee for_____. $._____flat fee for _____

$._____flat fee for_____. $._____flat fee for _____

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

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

I have read, understood, and agree to the Land Use Review Fee Policy, including consequences for non-payment. I agree to pay the following initial deposit amounts for the specified hours of staff time. I understand that payment of a deposit does not render an application complete or compliant with approval criteria. If actual recorded costs exceed the initial deposit, I agree to pay additional monthly billings to the City to reimburse the City for processing my application at the hourly rates hereinafter stated.

$_____deposit for_____hours of Community Development Department staff time. Additional time above the deposit amount will be billed at **$325.00 per hour**.

$_____deposit for_____hours of Engineering Department staff time. Additional time above the deposit amount will be billed at **$325.00 per hour**.

City of Aspen: 

Phillip Supino, AICP
Community Development Director

Signature: _____

PRINT Name: Jessica Garrow

Title: Principal

City Use:
Fees Due: $_____ Received $_____
Case #_____

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

Project Name and Address: Aspen Meadows Planned Development (Aspen Institute, Aspen Music Festival and School, Aspen Center for Physics)

Parcel ID # (REQUIRED) 2735-122-31-852, 2735-121-29-008, 2735-121-29-809, 2735-121-29-802, 2735-1

APPLICANT:

Name: See Application Cover Letter

Address:

Phone #: email:

REPRESENTIVATIVE:

Name: Jessica Garrow and Darla Callaway, Design Workshop

Address: 22860 Two Rivers Rd #102, Basalt, CO 81621

Phone#: 970 925-8354 email: jgarrow@designworkshop.com

Description: Existing and Proposed Conditions

Proposed houoing development at the Aspen Meadows Campus; See cover letter for additional deta

Review: Administrative or Board Review

Board - City Council

Required Land Use Review(s):

Board - City Council

Growth Management Quota System (GMQS) required fields:

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

Affordable Housing dwelling units **Essential Public Facility square footage**

Have you included the following?

FEES DUE: $

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

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

DIMENSIONAL REQUIREMENTS FORM
Complete only if required by the PreApplication checklist

Project and Location: Aspen Meadows PD

Applicant: Aspen Institute, Aspen Music Festival and School, Aspen Center for Physics

Zone District: A **Gross Lot Area:** See Survey **Net Lot Area:** _____

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

Please fill out all relevant dimensions

Single Family and Duplex Residential

	Existing	Allowed	Proposed
1) Floor Area (square feet)			See application
2) Maximum Height			See application
3) Front Setback			See application
4) Rear Setback			See application
5) Side Setbacks			See application
6) Combined Side Setbacks			See application
7) % Site Coverage			See application
8) Minimum distance between buildings			See application
Proposed % of demolition _____			See application

Multi-family Residential

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

Commercial

Proposed Use(s) See application

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

Lodge

Additional Use(s) _____

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

Existing non-conformities or encroachments:

See application

Variations requested:

See application

Homeowner Association Compliance Policy

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

Property Owner ("I"):	Name: See Exhibit S, Partner Memorandum of Understanding	
	Email:	Phone No.:
Address of Property: (subject of application)		

I certify as follows: (pick one)

☐ This property is not subject to a homeowner association or other form of private covenant.

☐ This property is subject to a homeowner association or private covenant, and the improvements proposed in this land use application do not require approval by the homeowners association or covenant beneficiary.

☒ This property is subject to a homeowners association or private covenant and the improvements proposed in this land use application have been approved by the homeowners association or covenant beneficiary.

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

Owner signature: _____ Date: _____

Owner printed name: _____

or,

Attorney signature: _____ Date: _____

Attorney printed name: _____

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPMENT REVIEW PROCEDURE

1. **Attend pre-application conference.** During this one-on-one meeting, staff will determine the review process applies to your development proposal and will identify the materials necessary to review your application.

2. **Submit Development Application.** Based on your pre-application meeting, you should complete to the application package and submit the requested number of copies of the complete application and the appropriate processing fee to the Community Development Department.

3. **Determination of Completeness.** Within five (5) working days of the date of your submission, staff will review the application and notify you in writing whether the application is complete or if additional materials are required. Please be aware that the purpose of the completeness review is to determine whether or not the information you have submitted is adequate to review the request, and not whether the information is sufficient to obtain approval.

4. **Staff Review of Development Application.** Once your application is determined to be complete, it will be reviewed by the staff for compliance with the applicable standards of the Code. During the staff review stage, the application will be referred to other agencies for comments. The Planner assigned to your case or the agency may contact you if additional information is needed or if problems are identified. Staff will draft a memo for signature by the Community Development Director that explains whether your application complies with the Code, and will list any conditions that should apply if the application is to be approved.

Final approval of any Development Application that amends a recorded document, such as a plat, agreement, or deed restriction, will require the applicant to prepare an amended version of that document for review and approval by staff. Staff will provide the applicant with the applicable contents for the revised plat. The City Attorney is normally in charge of the form for recorded agreements and deed restrictions. We suggest that you not go to the trouble or expense of preparing these documents until the staff has determined that your application is eligible for the requested amendment or exemption.

5. **Board Review of Application.** If a public hearing is required for the land use action that you are requesting, the Planning staff will schedule a hearing date for the application upon determination that the application is complete. The hearing(s) will be scheduled before the appropriate reviewing board(s). The applicant will be required to mail notice (one copy provided by the Community Development Department) to property owners within 30 feet of the subject property and post notice (sign available at the Community Development Department) of the public hearing on the site at least fifteen (15) days prior to the hearing date. (Please see Attachment 6 for instructions.) The Planning staff will publish notice of the hearing in the paper for land use requests that require publication.

The Planning staff will then formulate a recommendation on the land use request and draft a memo to the reviewing board(s). Staff will supply the applicant with a copy of the Planning staff's memo, approximately five (5) days prior to the hearing. The public hearing(s) will take place before the appropriate review boards. Public hearings include a presentation by the Planning staff, a presentation by the applicant (optional), consideration of public comment, and the reviewing board's questions and decision.

(Continued on next page)

6. **Issuance of Development Order.** If the land use review is approved, then the Planning staff will issue a Development Order, which allows the applicant to submit a building permit application.

7. **Receipt of Building Permit.** Once you have received a copy of the signed staff approval, you may apply for a building permit. During this time, your project will be examined for its compliance with the Uniform Building Code. It also will be checked for compliance with applicable provisions of the Land Use Regulations that were not reviewed in detail during the land use case review. (This might include a check of floor area ratios, setbacks, parking, open space and the like). Impact fees for water, sewer, parks, and employee housing will be collected as part of the permitting process. Any document required to be recorded, such as a plat, deed restriction, or agreement, will be reviewed and recorded before a building permit application is submitted.





EXHIBIT V:

ASPEN MEADOWS HOUSING LAND USE APPLICATION REFERRAL COMMENT RESPONSES

Project: LPA-24-104

Please see the following additional responses related to the referral comments for the Aspen Meadows Housing application. Responses are included below each set of comments. The following referral comments were received: Engineering, Parks, Transportation, Zoning, and APCHA. Included in this submission are updated plans from Architecture, Landscape, and Civil.

Image 1: (Left) Aspen Meadows Campus

ENGINEERING DEPARTMENT REFERRAL COMMENTS

SURVEY:

General Comments

1. Survey must be stamped by a licensed surveyor.

Response: The existing conditions survey has been stamped by a licensed surveyor. Please refer to the updated Improvement Survey Plat of Lot 1A, 1B, 2 & 3 of the Aspen Meadows Subdivision page 1 of 14 in the bottom right.

2. Include Surveyor's Certificate in compliance with the Engineering Standards survey checklist.

Response: The application has been updated to include the Surveyor's Certificate. Please refer to the updated Improvement Survey Plat of Lot 1A, 1B, 2 & 3 of the Aspen Meadows Subdivision page 1 of 14 on the right hand side of the page.

3. Surveyor's Certificate shall state that the error of closure is less than 1:15,000.

Response: Please see the updated survey, the error of closure is on the bottom right of the page.

4. Show all Aspen Zoning areas on the key map. Currently only one is shown.

Response: The key map has been updated to show all Aspen Zoning areas. Please refer to the updated survey, the center of the cover page shows an overall zoning map with the associated zones outlined.

5. A tree chart for all three properties, Aspen Institute, Aspen Center of Physics, and Aspen Music Festival should be provided.

Response: A tree chart for all three properties is included, and the proposed site plans show trees to be preserved. Please refer to the updated survey. The trees have been surveyed within the anticipated disturbance area based on the current design.

PUBLIC IMPROVEMENTS:

Aspen Institute

1. All parking spaces should have a wheel/bumper guard. The surface parking spots do not appear to have an appropriate vehicle barrier.

Response: The proposed parking lot includes a curb, which provides an adequate vehicle barrier. Please refer to Exhibit E1-AI Site Plan.

2. A minimum functional area equaling 30% of the paved area shall be provided contiguous to the paved area and designed to accommodate snow storage (unheated areas). For heated areas, the functional area can be reduced to 10%. Fire hydrant areas and associated easements shall not be used toward the functional area described above.

Response: This requirement is understood, and updated snow storage diagrams are included in Exhibit I - Civil Plans (Snow Storage C1-06).

3. If the property is located in a curb and gutter deferred zone as defined on page 66 of the COA Engineering Design Standards the project is required to show street drainage conveyed via swale or alternative

manner alongside the property. Show where street runoff is routed at the downstream side of the property frontage.

Response: The proposed design area is within the curb and gutter deferred zone. At this time, the design team intends to continue to pitch the roadway to the west, where an existing ditch transports water north towards the final daylight, the Roaring Fork River. Please see an additional sheet to help demonstrate the flow path which is illustrated on C1-05.

4. A complete signing and marking plan must be submitted as a part of the design documents for review by the Engineering Department. All signing and marking design must conform to MUTCD.

Response: During the December 11th, 2024, DRC meeting to discuss the Engineering comments, the Applicant proposed providing signage and marking plan as design detail progresses. The Applicant will provide a complete signage and marking plan as part of the final plan or permitting.

Aspen Center for Physics

1. A pedestrian facility (sidewalk or path) at ACP South should be a detached facility. Proper driveway crossings according to Engineering Standards are required. ADA ramps will be required if concrete sidewalk is installed.

Response: The ACP site plan has been amended to show a softscape path along W. North Street. This path is located within the right-of-way, as discussed at the December DRC meeting. A concrete sidewalk is not proposed. Please refer to Exhibit B2 – Overall Campus Trail Connectivity Plan for details about this trail and the overall trail system on campus.

2. If the property is located in a curb and gutter deferred zone as defined on page 66 of the COA Engineering Design Standards the project is required to show street drainage conveyed via swale or alternative manner alongside the property. Show where street runoff is routed at the downstream side of the property frontage.

Response: This project is within the curb deferred zone, and it is our intent to leave curb off both the southern portion along W. North Street as well as along Gillespie Ave. The street is currently crowned so all the water from the centerline of the road will flow to the north and onto the physics center property we anticipate treating water quality for the portion of the ROW. Please see an enlargement of this area on Sheet C-3-06.

3. Parking lane along W. North St. should be maintained. Discuss with the Parking department about elimination of parking spots due to curb cuts. Ensure code compliant parking spots are possible between driveways.

Response: The parking lane along W. North St. is anticipated to be preserved between the proposed driveways. The current parking lane is an informal aggregate surface that can accommodate parking for 10 on-street vehicles. The Applicant is proposing 10' wide driveways and 22'x8'6" parking stalls, which accommodate 2 parking spaces on site in a tandem condition for each building (6 total) for residents' vehicles.

4. Curb cuts for each driveway at ACP South for a single car garage must be only 10ft in width.

Response: The ACP site plan has been amended to be 10ft in width. To accommodate parking for the 3-bedroom and studio units, the driveway widens at the garage doors to allow for two (2) parked cars. Please refer to the updates on Exhibit E3- ACP Site Plan.

ENGINEERING DEPARTMENT REFERRAL COMMENTS

5. All parking spots must be a minimum of 8.5'x18' for angled and 90-degree parking. Call out if any compact spaces will be provided. Parking spaces adjacent to pedestrian facilities must provide vehicle barriers.

Response: All parking spaces have been updated to meet the required minimum dimensions. There is one row of compact parking spaces (5 total), which have been labeled. See Exhibit E3 – ACP Site Plan.

6. A minimum functional area equaling 30% of the paved area shall be provided contiguous to the paved area and designed to accommodate snow storage (unheated areas). For heated areas, the functional area can be reduced to 10%. Fire hydrant areas and associated easements shall not be used toward the functional area described above.

Response: This requirement is understood, and updated snow storage diagrams are included in Exhibit I - Civil Plans (Snow Storage C3-07).

7. A complete signing and marking plan must be submitted as a part of the design documents for review by the Engineering Department. All signing and marking design must conform to MUTCD.

Response: During the December 11th, 2024, DRC meeting to discuss the Engineering comments, the Applicant proposed providing signage and marking plan as design detail progresses. The Applicant will provide a complete signage and marking plan as part of the final plan or permitting.

Aspen Music Festival & School

1. The new point(s) of entry for the AMFS Parking lot should provide a proper ADA crossing.

Response: Design Workshop has updated drawings to include a proper ADA crossing for AMFS parking lot pedestrian entries. Please see Exhibit E2 – AMFS Site Plan.

2. All parking spots must be a minimum of 8.5'x22' for parallel parking spots and 8.5'x18' for angled and 90-degree parking. Call out if any compact spaces will be provided. Parking spaces adjacent to pedestrian facilities must provide vehicle barriers.

Response: Design Workshop has removed parallel parking spots within the internal lot and curbs have been provided adjacent to all pedestrian facilities. All parallel parking spots along Gillespie Avenue have been adjusted to meet the required dimensions. Compact parking spaces have been labeled in the parking lot. Please see Exhibit E2 – AMFS Site Plan.

3. Ensure all on-street parking spots are code compliant in size.

Response: All parallel parking spots along Gillespie Avenue have been adjusted to meet the required dimensions. See Exhibit E2 – AMFS Site Plan.

4. Provide a proper pedestrian connection from 4th Street to the development.

Response: This will be accommodated by striping and signage to enable a clear crossing that is safer. The crosswalk is illustrated on the site plan. These elements will be coordinated as part of the striping and signage plans in the Final PD review or building permit. See Exhibit E2 – AMFS Site Plan.

5. If the property is located in a curb and gutter deferred zone as defined on page 66 of the COA Engineering Design Standards the project is required to show street drainage conveyed via swale or alternative

manner alongside the property. Show where street runoff is routed at the downstream side of the property frontage.

Response: This project is within the curb deferred zone, and the design team intends to leave the curb off Gillespie Ave. The street is currently crowned, so all the water from the centerline of the road will flow to the north and onto the physics center property. The team anticipates treating water quality for the portion of the ROW. Please see an enlargement of this area on Sheet C2-06.

6. A minimum functional area equaling 30% of the paved area shall be provided contiguous to the paved area and designed to accommodate snow storage (unheated areas). For heated areas, the functional area can be reduced to 10%. Fire hydrant areas and associated easements shall not be used toward the functional area described above.

Response: This requirement is understood, and updated snow storage diagrams are included in Exhibit I - Civil Plans (Snow Storage).

7. A complete signing and marking plan must be submitted as a part of the design documents for review by the Engineering Department. All signing and marking design must conform to MUTCD.

Response: During the December 11th, 2024, DRC meeting to discuss the Engineering comments, the Applicant proposed providing signage and marking plan as design detail progresses. The Applicant will provide a complete signage and marking plan as part of the final plan or permitting.

STORMWATER AND DRAINAGE:

General Comments

1. All stormwater overflows above WQCV must be released in a historic rate and manner.

Response: Sopris Engineering has prepared documentation of the continuation of the historic use of ditches and the release of water at historic rates. The intent of the stormwater design is to provide water quality for all disturbed areas; detention will be provided as needed so that stormwater is released at historic rates and, therefore, does not overwhelm the existing irrigation or stormwater ditched. See Exhibit B3 – Overall Campus Ditch Plan for the location of ditches.

2. Drywells are a BMP of last resort. The Aspen Meadows campus has ample room for other stormwater WQCV measures such as rain gardens, green roofs, or permeable pavers. Explain why these other measures are not being utilized.

Response: Sopris Engineering has prepared a description of how the design team is using green space to accommodate and that dry wells are the last resort. This green space is utilized to the greatest extent possible. Sopris Engineering has reviewed the proposed stormwater management plan for the projects based on the DRC comments. Since there is significant green space on these projects, these areas are utilized for WQCV; however, there are a few areas that either have a depth issue or an available space issue. Those areas are at the Institute, where the team has a depth issue in order to collect all the water around the proposed development, and the south end of the Physics site, where there is very little room to provide water quality or detention. For Institute, the piping goes around the development, so a small drywell is required to accommodate WQCV. The Civil Drawings originally showed an additional drywell location on the west side of the Physics development, but this has been removed after further evaluation.

ENGINEERING DEPARTMENT REFERRAL COMMENTS

The team will continue analyzing the stormwater and drainage as the project moves forward in the design. Regarding green roofs, this is cost-prohibitive for housing, and the roofs are being reserved for solar.

Aspen Institute

1. How will stormwater infrastructure be maintained? There are many drywells which appear to be inaccessible to a vac truck should they require maintenance.

Response: Please see Civil Sheet C1-02 which shows how the existing access road east of the tennis courts will be improved in order to provide access to the proposed drywell.

Aspen Center for Physics

1. How will stormwater infrastructure be maintained? There are many drywells which appear to be inaccessible to a vac truck should they require maintenance.

Response: The southern drywells will be easily accessible for maintenance, and the western drywell at the northern end of the property has been removed. The water in this location will be treated by the native green space located on the west side of the property. Maintenance of these structures should not be a concern with the elimination of the western drywell.

2. Level Spreaders alone do not provide WQCV. Demonstrate that adequate green space is available to accommodate the WQCV or another BMP needs to be utilized.

Response: The intent of the level spreader is to spread out the flows, NOT to provide water quality. The level spreader will help ensure that flows are not point loaded into the open space and that the open space will provide the WQCV for the northern end of the site.

3. Run-off from driveways must be captured and treated with on-site BMPs.

Response: The design provides drainage off the ROW and onto the Physics property. The driveways pitch east and west once onsite to route around the proposed buildings.

Aspen Music Festival & School

1. Stormwater infrastructure pipes conglomerate close to the proposed transformer and underground electric service. This is not an advisable condition.

Response: Sopris Engineering will work with Holy Cross to determine how to best mitigate the current situation. With the amount of detention provided on the south end of the site, we do not foresee any worsening of existing conditions. The team will continue to work with Holy Cross to determine whether an adjustment is needed.

2. A slotted concrete curb with sediment trap or multiple outlet points for stormwater should be considered in the design of the large parking lot.

Response: The design team anticipates water draining off from the north side of the parking lot into the proposed swales through curb cuts and areas without curbs. The surface water draining off the parking lot will have an initial treatment of water quality as it runs through shallow swales. These swales will be very accessible and easily maintained, given their close proximity to the roadway/parking. It is anticipated sediment within the swales due to winter plowing operations and the overall size of the parking lot. See the updated grading and drainage sheet on C2-01.

3. Run-off from driveways must be captured and treated with on-site BMPs.

Response: The design pitches the driveways onto the Lot from the ROW so that no additional stormwater is drained onto the street or ROW. The water will then be picked up with storm infrastructure/swales and taken to the detention pond.

UTILITIES:

General Comments

1. All properties should coordinate early with Holy Cross for availability of Transformers.

Response: Sopris Engineering has been in coordination with Holy Cross and has had several calls to discuss the proposed plan and the best routing for each site. The design team will continue to coordinate with Holy Cross throughout the project as our design progresses.

2. Any Sewer Easement(s) to be re-aligned should have a proposed plan sheet in the land use case. A confirmation of agreement to re-align any sewer easements with ACSD should be provided.

Response: The design anticipates removing an existing sewer line easement and creating a new one for the proposed development. The design team will continue to work with ACSD to review the project(s) with them and ensure the design meets ACSD standards.

3. Currently there is no letter to serve from the City of Aspen water department.

Response: Sopris Engineering is in coordination with the Water Department related to water service. At this time, the team does not anticipated an issue in serving the proposed development; however, several undersized and aging lines may need to be replaced in conjunction with the COA Water Department. Coordination will continue with the COA water department in order to work towards a will serve letter for each of the sites.

4. The City of Aspen Water department needs ECU estimates and water modeling to provide will serve letter. The water department cannot guarantee water service for the proposed developments without water modeling.

Response: The design team will continue to work with the architecture team to get the ECU estimates in place to further coordinate with the water department. The team will continue to work with the COA water department to ensure there is adequate service..

5. Any proposed snowmelt cannot be placed over utility mains. It is advised to not place snowmelt over utility service lines.

Response: No snowmelt is proposed on any of the sites at this time.

Aspen Institute

1. Any proposed PV Solar Panels, EV chargers, and batteries should be coordinated as it relates to Fire Suppression needs.

Response: During the December 11th, 2024, DRC meeting to discuss the Engineering comments, the Applicant proposed providing fire suppression plans as design detail progresses. The Applicant will provide a complete fire suppression plan as part of the final submission.

2. Provide full water service line routing plan. The water service line should not be routed under the parking garage.

Response: The intent is not to have a water service line run under the parking garage. The parking garage would act as the water entry for the building. Further coordination with the water department and our MEP and design team will ensure proper water entry from the water service line.

3. The development must coordinate replacement of the cast iron main with the water department.

Response: Through working with the Water Department, the design team is aware of several cast iron pieces of the main as well as possibly undersized sections of existing mains. The team will continue to work with the water department to understand the full scope of likely replacement once ECU estimates and the water model have been updated.

Aspen Center for Physics

1. Any proposed PV Solar Panels, EV chargers, and batteries should be coordinated as it relates to Fire Suppression needs.

Response: During the December 11th, 2024, DRC meeting to discuss the Engineering comments, the Applicant proposed providing fire suppression plans as design detail progresses. The Applicant will provide a complete fire suppression plan as part of the final submission.

2. Stranahan Hall should have all new service lines tapped off the new proposed main unless they meet all current City of Aspen Water Standards.

Response: There is a new tap proposed for this water line, which is seen on the Utility Plan.

3. A 25' water main easement is required, centered on the main, for the proposed main loop and extension. A 10'x10' easement centered over the fire hydrant is required for each proposed fire hydrant.

Response: As the team has reviewed the proposed plan, a 25' easement is included for all proposed water lines, with the exception of the south-eastern most building that is located adjacent to the outdoor classroom (north side of the site). In this area, the easement is proposed at 20' from the existing outdoor classroom for approximately 50 linear feet before returning to a 25' easement. This is shown on the utility plan. There will also be a 10'x10' easement for all hydrants.

4. The development must coordinate replacement of the cast iron main with the water department.

Response: Through working with the Water Department, the design team is aware of several cast iron pieces of the main as well as possibly undersized sections of existing mains. The team will continue to work with the water department to understand the full scope of likely replacement once ECU estimates and the water model have been updated.

Aspen Music Festival & School

1. Any proposed PV Solar Panels, EV chargers, and batteries should be coordinated as it relates to Fire Suppression needs.

Response: During the December 11th, 2024, DRC meeting to discuss the Engineering comments, the Applicant proposed providing fire suppression plans as design detail progresses. The Applicant will provide a complete fire suppression plan as part of the final submission.

2. The water service lines should prioritize minimizing utility crossings and bends in the service line over impacts to the roadway. The southern buildings should adjust the proposed water service line routing.

Response: As the team coordinates with MEP needs the project, the design team will ensure all water lines run straight directly to the building, with the understanding that this could increase the number or size of the street cuts on Gillespie Ave. The applicant is conscientious of the existing trees along Gillespie Avenue, and the design is focused on preserving as many as possible. The design team will continue to revise these alignments and locations as the project moves further with the design. Updated utility mapping can be found on C2-04.

3. Coordinate with City of Aspen Electric department to relocate streetlight on N. 3rd Street. The proposed driveway as designed would displace this streetlight.

Response: Sopris Engineering will work with the COA Electric Department to determine where the relocation of the light would make the most sense and work to understand if any additional utility trenching for secondary electric would be needed. This is anticipated to be addressed as part of the final PD review or building permit. At this time, the design has the light shifted approximately 20' north, which can be seen on Sheet C2-04. Additionally, there could be additional flexibility in the driveway location that may allow the light to remain in place. As we understand all the parameters, we will continue to coordinate with the Electric Department.

TRANSPORTATION IMPACT ANALYSIS:

General Comments

1. The TIA process is based on locally measured trip impacts. TIA trip generation should be used rather than ITE.
2. We would prefer to look at this entire development as an example of a TOD with all residents having access to very robust TDM programs and services regardless of which entity they work for. Though not required, this would be a holistic, innovative approach.
3. Although the entities are to be commended for their existing programs, these cannot count toward trip reduction per TIA guidelines. Trip reduction is based on new or improved programs or infrastructure to offset new trips.
4. Similarly, the availability of existing City or WE-cycle services is not an option for trip reduction credit.
5. All trip mitigation must be satisfied before additional measures can be implemented instead of providing parking.

Response: The design team has met with the Transportation Department, as well as We Cycle staff to explore opportunities related to the transportation plans and approach for the project. While this is a single PD Amendment, there are three different property owners who will move forward with development on slightly different timelines. For this reason, each organization has provided an individual TIA to ensure the specific project trips are mitigated. However, the partners understand the Aspen Meadows Campus is often thought of as one place and a comprehensive strategy for multi-modal transportation solutions is needed. As such, the partners have coordinated on their individual TIAs to ensure a comprehensive approach.

As part of this resubmission, the TIAs have been updated to be clear that the identified points are specifically related to new programs and improvements, an expansion of existing programs or improvements, or in the

case of We Cycle, provide long-term assurances that the improvements will be available. A summary of each TIA is included in the responses identified below.

Aspen Institute

1. The existence of the Institute shuttle does not constitute TIA credit as it is not a new effort.
2. The existing WE-cycle program support constitute TIA credit as it is not a new effort.
3. The fact that the housing provides proximity to work is not a marketing/incentive program

Response: The TIA has been updated to address these points. The existing shuttle is not proposed as a TIA credit, and the housing location is not a marketing program. The team met with We Cycle, and based on those conversations we understand a longer term commitment for ongoing operational support is requested. Currently, the Aspen Institute enters into a yearly contract with We Cycle, which is non-binding in future years. As part of this proposal, the Aspen Institute agrees to continue to work with the We Cycle program to determine an appropriate approach to the We Cycle system. Additional information on the need related to station expansion and details of operations support is needed for the Aspen Institute to determine the best approach in terms of site planning, potential station expansion, and operational support.

Aspen Center for Physics

1. The bike fleet item is a TDM measure and should be eliminated from the MMLOS narrative.
2. The electric car provision is not an MMLOS measure and should be removed from the narrative.
3. Onsite amenities are a package of amenities that assist with a non-SOV commute. Outdoor space is not an allowable onsite amenity. Personal office space would require further explanation to be considered. Bike repair stations are an allowable amenity but would need to be packaged with at least one other approved amenity to constitute a combination.
4. Private car programs are not an allowable TIA measure. We can help explore options related to the Car-To-Go program.
5. Note that the TIA requires working with the public bike share program rather than adding to a private fleet.
6. The end of trip item as written is not an allowable TDM strategy.
7. The electric vehicle item is not an option for a carpool/vanpool strategy. The option of priority carpool parking is an allowable measure; if you would like to use this measure, please provide additional information.

Response: The TIA has been updated to address these points. The Aspen Center for Physics will continue to operate a robust bike fleet and will expand this fleet as part of this project. In addition, secure bike storage is provided in addition to bike repair stations, which are included in the updated TIA.

An on-site electric golf cart will be made available for residents, addressing the vehicular needs of the development, but this has been removed from the TIA. Instead, as part of the TIA, the Center is open to joining the Car to Go Program so that residents of the housing units have access to a vehicle in addition to the proposed on-site electric golf cart and bike fleet. It is important to the Center that the selected transportation options be effective for the users of the housing units. To ensure the implementation of a Car to Go membership is effective, a review of the utilization of the program is included as part of the monitoring program following certificates of occupancy.

The team met with We Cycle, and based on those conversations we understand there is a potential need for off-site improvements to the 8th Street station or other portions of the system. This idea is incorporated into the TIA as an off-site bike improvement, and ACP will continue to coordinate with We Cycle on these potential options, as additional detail is needed to determine the right approach.

Aspen Music Festival & School

1. The City has not identified the AMFS bus stop as one needing improvement. Is this more of a move to improve the lot? Or what is the improvement being made and how will it improve the existing bus service for riders? A shelter is already available at this bus stop; this is not an improvement. Is the proposal to include real-time signage? Who is owning, managing and paying for this?
2. The WE-cycle station that already exists is not an option for MMLOS credit.
3. Paved pathways leading to the bus stop can be claimed as an MMLOS or a TDM measure, not both.
4. AMFS is already a TOP member. This is not a new measure and cannot be used for TDM credit.
5. The fact that the housing provides proximity to work is not a marketing/incentive program and should be eliminated from the narrative.

Response: The TIA has been updated to address these points. The paved pathways are updated in the tool, TOP is removed, and the housing location is not a marketing program.

As part of the conversations with the Transportation Department, the team discussed the bus stop improvements. The bus stop has been relocated as part of the proposal and is being upgraded to ensure it meets ADA standards, has an area to post system-wide information, has improved lighting, and retains access to trash and recycling. In addition, the pull off area is updated to enable up to three shuttles at one time, which can accommodate multiple routes should the city determine that is needed in the future.

Additionally, the team met with We Cycle, and based on those conversations we understand a longer term commitment for ongoing operational support is requested. Currently, the Aspen Institute enters into a yearly contract with We Cycle, which is non-binding in future years. As part of this proposal, the Aspen Music Festival and School agrees to continue to work with the We Cycle program to determine an appropriate approach to the We Cycle system. Additional information on the need related to station expansion and details of operations support is needed for the Aspen Music Festival and School to determine the best approach in terms of site planning, potential station expansion, and operational support.

DITCHES:

General Comments

1. Provide a full ditch plan showing all proposed ditch changes. Show whether the ditch will be open air or piped for purposes of interaction with the proposed development.

Response: Design Workshop has prepared a ditch plan showing all proposed ditch changes and delineates between open air or piped. Please see Exhibit B3 – Overall Campus Ditch Plan.

2. Provide a plan for all ditch crossings. All crossings should allow for full ditch maintenance. It is not advisable to have vehicle crossings over ditches. ACP south is proposing 3 ditch crossings. Other access alternatives should be explored.

PARKS AND OPEN SPACE REFERRAL COMMENTS

Response: Design Workshop has prepared a ditch plan showing all proposed ditch crossings. Please see Exhibit B3 – Overall Campus Ditch Plan.

3. Discuss changes to irrigation area as it relates to the existing raw water agreement between the Aspen Meadows Ditch Company and the City.

Response: The goal of the plan is to maintain the ditches in their existing locations. The overall Campus Ditch Plan is in Exhibit B3. In addition, the amount of irrigated area is less with the proposal.

PARKS AND OPEN SPACE DEPARTMENT:

General Comments

1. The Applicant's design shall be compliant with all sections of the City of Aspen Municipal Code, Chapter 13.20, and all tree preservation standards published by Parks and Open Space.
2. Tree Removal and Preservation Plans are not included in the Land Use Planning Application for the proposed Aspen Meadows | Affordable Housing Project and have not been reviewed by the Parks and Open Space Department.
3. The Plat(s) shall depict all trails dedicated or conveyed to public use and all easements linking off-site trails to the Project's trail system. Written easements shall be executed and conveyed confirming the as built and amended location of each easement.
4. All re-vegetation shall be approved, inspected, and monitored by the City to ensure that re- vegetation efforts and the protection of the same are successful.

Response: These comments are understood. A draft tree removal plan has been included in the updated Landscape Set, which shows the trees anticipated for removal. Final calculations related to tree removal and the other items listed are anticipated to be addressed as part of final development documents or building permit.

5. City of Aspen Trail Easements and Descriptions shall be illustrated and described on recordation documents.

    a. Per the 1992 Development Agreement, "The Meadows trail system has been designed to complement the City's efforts in developing pedestrian and bicycle trails, thus encouraging guests of the Meadows to use these modes of transportation."

Response: A new sheet is included in the Landscape Set that shows the trail system on the Aspen Meadows campus. Please see Exhibit B2 – Overall Campus Trail Connectivity Plan.

6. Permit documents shall include an accurate tree survey for each site dated within one- year identifying locations of all trees four (4) inches or over identified by trunk diameter and species; three (3) inches or over for native species as defined by Ch.13.20.020(a).

Response: Sopris Engineering has provided a tree survey for each of the sites. As indicated in the comments, the code requires this to be calculated at building permit. This will include an updated survey if required, as well as a tree health report.

7. Permit documents shall include tree removal plans, site specific tree protection and preservation plans, tree planting plans, and irrigation plans. Critical Root Zones to be protected and preserved shall be accurately illustrated to scale on development plan sheets with 1" of surveyed diameter at breast height (DBH) equaling 1' in radius of required Tree Protection Zone. Protection and preservation plans shall indicate the location of all protective zones and methodologies for approval by the City Forester and shall prohibit excavation, storage of materials, storage of construction backfills, storage of equipment, and access over or through the zone(s) by foot or vehicle.
8. Permit documents shall include, and note, any proposed grade changes within Critical Root Zones to be protected and preserved throughout site disruption.
9. Permit documents shall include the location of all site improvements including subsurface improvements such as utilities, irrigation infrastructure, or foundation work.
10. Tree Protection Zones shall be erected at the limits of all Critical Root Zones to be protected and preserved throughout site disruption until a Certificate of Occupancy is issued for the development(s) unless otherwise approved by the City Forester.
11. Parks and Open Space may require protection areas to be established on site to protect existing natural resources as appropriate (vegetation not included in the definition set forth in Sec.13.20.020(a)).
12. A Development-Related Tree Removal / Critical Root Zone Excavation Permit shall be submitted, reviewed, and issued by the City Forester upon completion of the Parks and Open Space building permit application review for each proposed development.

    a. Development-Related Tree Removal / Critical Root Zone Excavation Permit issuance is required prior to activity occurring on site. Mitigation for removals must be met by the replacement of trees on site, paying a cash-in-lieu fee, or a combination of both, pursuant to Chapter 13.20 of the City Municipal Code. The applicant (s) shall explore potential planting sites around the property to allow sustainable planting and full maturation of all trees planted.

Response: These requirements are understood and will be addressed as part of the building permit documentation as requested.

Aspen Institute Development:

1. The shall submit a tree removal and preservation plan report developed by a qualified arborist to the Parks and Open Space Department for review prior to the application for a building permit.

Response: These requirements are understood and will be addressed as part of the building permit documentation as requested.

2. Public right-of-way trees shall be preserved to the fullest extent possible, and the adverse effects of the Project shall be minimized to the extent practicable.
3. Parks and Open Space shall grant or deny the removal of, or material damage to, any public right-of-way tree due to proposed development.
4. Public right-of-way tree removal, tree planting, tree preservation, and irrigation plans for the development shall be coordinated with Parks and Open Space.

a. Applicant shall coordinate all impacts to public right-of-way trees with the Aspen City Forester prior to building permit and as utility locates and designs are validated. Exploratory pneumatic excavation (air-spading) may be required where improvements are proposed within Critical Root Zones to remain.

b. Existing trees that will be affected by new development shall be identified and relocated on the property to the maximum extent possible.

c. Clarify proposed grade change to 28' within Conservation Easement area.

1. Grading shall not extend beyond the property boundary unless written approval by Aspen Valley Land Trust is provided.

Response: These requirements are understood and will be addressed as required at building permit. There are crabapple trees along Meadows Drive that will need to be removed due to the creation of the underground parking extension. These will be mitigated as required, and updated planting is proposed. There are no impacts, grading, or development in the existing conservation easement area.

5. The City of Aspen Race Track Path easement shall be amended to describe the existing Race Track Path trail alignment as described centerline and shall remain an eight (8) foot trail easement over and across Lot 1, being four (4) feet on either side of the described centerline. The existing unimproved trail connection from Meadows Road public right-of-way shall be included in Race Track Path easement amendment.

a. Any realignment of the existing Race Track Path trail adjacent to the proposed development shall include a comprehensive re-vegetation plan and written approval by Aspen Valley Land Trust.

b. The Race Track Path trail easement, adjacent to Lot 3, shall be amended to describe the existing trail alignment as described easement centerline.

Response: This request can be accommodated as part of the development. A realignment on Lot 1 is not anticipated or proposed. The easement on Lot 3 will be updated as part of the approval documents for the Aspen Center for Physics who own Parcel 3. These items are anticipated to be addressed as part of the final review and updated plat.

6. The applicant shall consider hard surface improvement to permit snow removal operation on Meadows Trail for enhanced year-round pedestrian safety and pedestrian usability into the Meadows campus.

Response: Resurfacing of the trail along Meadows Drive is not anticipated at this time and is not included in this scope of work.

7. The applicant shall provide a trail plan and typical section for the development of a new 'unimproved' trail to the existing unimproved trail network at the old racetrack and to Amy's Meadow.

Response: A new soft surface trail is proposed to improve overall connectivity of the site, connecting the housing project with the existing footpath that crosses the old race track. Please refer to Exhibit B2 - Overall Campus Trail Connectivity Plan.

8. The development of a new 'unimproved' trail shall be approved in writing by Aspen Valley Land Trust.

Response: This is understood. The applicant is proposing a new trail connection through the racetrack area in the area where an existing footpath exists. The team will continue to work with the City and AVLT if this proposed trail connection is deemed appropriate.

9. The applicant shall provide written approval from Aspen Valley Land Trust for proposed trails within Conservation Easement #630707.

    a. Applicant shall note there are several existing unimproved trails on the adjacent Wildlife Protection Area and Conservation Easement which may be maintained at a width not to exceed three (3) feet. Additional development and use of the proposed unimproved trails (not to exceed 3 feet in width) on the adjacent Wildlife Protection Area and Conservation Easement must be permitted by the Grantee and implemented in a low-impact manner that minimizes erosion and disturbance to the Property's natural, wildlife, and scenic values.

    b. The term "unimproved" for this purpose means not graded, cut, graveled, or filled (except in isolated areas as necessary for trail maintenance), or surfaced with impermeable materials.

Response: The applicant is proposing a new trail connection through the racetrack area in the area where an existing footpath exists. The team will continue to work with the City and AVLT if this proposed trail connection is deemed appropriate.

Aspen Center for Physics Development:

1. The applicant shall submit a tree removal and preservation plan report developed by a qualified arborist to the Parks and Open Space Department for review prior to the application for a building permit.
2. Public right-of-way trees shall be preserved to the fullest extent possible, and the adverse effects of the Project shall be minimized to the extent practicable.
3. Parks and Open Space shall grant or deny the removal of, or material damage to, any public right-of-way tree due to proposed development.
4. Public right-of-way tree removal, tree planting, tree preservation, and irrigation plans for public right-of-way trees shall be coordinated with Parks and Open Space.

    a. Applicant shall coordinate all impacts to public right-of-way trees with the Aspen City Forester prior to building permit and as utility locates and designs are validated. Exploratory pneumatic excavation (air-spading) may be required where improvements are proposed within Critical Root Zones to remain.

    b. Existing trees that will be affected by new development shall be identified and relocated on the property to the maximum extent possible.

    c. Revegetation of all disturbed areas of native vegetation shall occur based on City of Aspen guidelines and be reviewed by Parks and Open Space.

Response: These requirements are understood and will be addressed as required at building permit. There are trees along North Street that will need to be removed for the affordable housing units. These will be mitigated as required, and updated planting is proposed.

5. The Physics Center Path easement across Lot 3 appears to be occupied by the Aspen Center for Physics building.

    a. Unless the applicant can provide documentation that this easement was vacated, the applicant shall propose an equal alternative trail easement to be recorded for the public benefit.

PARKS AND OPEN SPACE REFERRAL COMMENTS

Response: It appears this easement was not officially vacated when Smart Hall was approved and developed in the 1990s. However, a new trail easement was included on the recorded plans, and generally follows the primitive path that is located along North Street today. As part of this project, Aspen Center for Physics proposed to formally vacate the old trail easements and as a replacement soft surface path in front of the proposed North Street housing units. Please refer to Exhibit B2 - Overall Campus Trail Connectivity Plan.

b. In addition, Parks and Open Space recommends the applicant grant to the City of Aspen a fifteen (15) foot trail easement, being seven and a half (7.5) feet on either side of the following described centerline and termed Music Tent Trail.

c. The Music Tent Trail easement would commence near the northern common line of Lot 1B and Lot 4 where the existing Music Tent Trail head alignment begins prior to entering Lot 4.

d. The Music Tent Trail head should be surveyed, described, and recorded.

e. Existing trails to the northeast and west, north of Lot 3, providing public access connections across to Lot 1 and across to Lot 2 may be considered.

Response: The Aspen Center for Physics understands there are informal paths that community members may use from time to time to leave the Music Tent and walk through the sage meadow. These paths do not have existing easements. As part of this proposal, a formalized connection is added to support the walkability of the area. Please see Exhibit B2 – Overall Campus Trail Connectivity Plan.

6. The Seventh Street Path easement across Lot 3 appears to be occupied by the Aspen Center for Physics building.

a. Unless the applicant can provide documentation that this easement was vacated, the applicant shall propose an equal alternative trail easement to be recorded for the public benefit.

b. The Seventh Street Path easement shall be amended to describe the reconfigured Seventh Street Path alignment and historic Race Track Path access trail across Lot 3 as new described centerline extending from the SW corner of Lot 3 to a point which meets the Physics Center Path trail easement at the intersection of Lot 1 and Lot 3.

c. The Seventh Street Path easement shall remain an eight (8) foot trail easement over and across Lot 3, being four (4) feet on either side of the described centerline.

Response: The existing path from 7th Street to Lot 1 is proposed to be relocated as part of the proposal. The easement for this path will be updated as part of the project. Please see Exhibit B2 – Overall Campus Trail Connectivity Plan.

7. A detached walking path / sidewalk with driveway crossings along the northern length of W North Street and western length of N 6th Street for connection to the existing Gillespie Avenue walking path is recommended by Parks and Open Space in collaboration with City of Aspen Engineering.

Response: Design Workshop and Sopris Engineering have prepared documentation of a proposed trail along North Street and 6th Street to connect with existing Gillespie Avenue walking path. This soft-surface trail will replace the existing paths on this portion of the campus and will be documented as part of the plat. Please see Exhibit B2 – Overall Campus Trail Connectivity Plan.

Aspen Music Festival and School Housing Development:

1. The applicant shall submit a tree removal and preservation plan report developed by a qualified arborist to the Parks and Open Space Department for review prior to the application for a building permit.
2. Public right-of-way trees shall be preserved to the fullest extent possible, and the adverse effects of the Project shall be minimized to the extent practicable.
3. Parks and Open Space shall grant or deny the removal of, or material damage to, any public right-of-way tree due to proposed development.
4. Public right-of-way tree removal, tree planting, tree preservation, and irrigation plans for public right-of-way trees shall be coordinated with Parks and Open Space.

    a. Applicant shall coordinate all impacts to public right-of-way trees with the Aspen City Forester prior to building permit and as utility locates and designs are validated. Exploratory pneumatic excavation (air-spading) may be required where improvements are proposed within Critical Root Zones to remain.

    b. Existing trees that will be affected by new development shall be identified and relocated on the property to the maximum extent possible.

    c. Revegetation of all disturbed areas of native vegetation will occur based on City of Aspen guidelines and reviewed by Parks and Open Space.

ZONING REFERRAL COMMENTS

Response: These requirements are understood and will be addressed as required at building permit. There are trees along North Street that will need to be removed for the affordable housing units. These will be mitigated as required, and updated planting is proposed.

5. Will there be public access easements granted to the City of Aspen for proposed public pathways across the development?

Response: The design has been updated, including changes to pathways and sidewalks. An easement is proposed along the western property line to the new bus area to ensure permanent public access. Please see Exhibit B2 – Overall Campus Trail Connectivity Plan.

GENERAL COMMENTS

General

1. Please amend Tables 13-15 to include existing, new, total proposed parking spaces, floor area. We will need comprehensive proposed dimensional requirements table for each parcel. This should include deck, floor area, height, parking, etc.
2. Please provide a stamped survey. The survey provided is watermarked as "Draft".
3. Please assign a label to each new building for easy reference. For example, AI, ACP 1, ACP 2, AMFS A, AMFS B, etc. Add it to the site plans and all applicable sheets.

Response: Architecture Plans have been updated to reflect these requests. Additionally, the survey is updated. New tables are incorporated into the application.

Floor Area/Net Livable Area

1. Note that patio is defined as within 6" of finished grade, not 30". This space is exempt per 26.575.020.d.5.f.
2. The dwelling units receive a 32 SF floor area exemption per unit for storage. 26.575.020.d.12.
3. Floor area will need be provided unit by unit at permit in order to calculate impact fees.
4. Decks are not relevant to the calculation of Net Livable area.

Response: Architecture Plans have been updated to reflect these comments.

Parking

1. General note: what is currently proposed does not meet minimum parking requirements.

Response: The proposed PD Amendment is intended to set dimensional requirements, including the number of parking spaces. This is addressed in more detail in the PD and Parking responses in the application.

ASPEN INSTITUTE

Setbacks

1. The proposed building is extending into the proposed 5' setback. Sheets A1.07, A1.11- A1.13.

Response: The building is not proposed to be located in a setback. Updated setbacks are included in the application. The parking garage, which is entirely subgrade is proposed to have a zero-foot setback due to the curved nature of the lot.

Floor Area (Sheet A1.02)

1. Mitigation floor area is not required for affordable housing.
2. Shared space (hallways, lobby, trash, laundry) is non-unit space. Need to calculate gross area of each unit and of the essential public facility and allocate non-unit on a proportionate basis.
3. Subgrade calculations are based off the exterior wall area, defined as the interior wall area projected outward and not including exterior wall areas adjacent to foundation or floors of the structure. Please amend subgrade wall calculations. Include overall wall area and exposed wall area. 26.575.020.d.9.

Response: Architecture Plans have been updated to reflect these comments.

Net Livable (Sheet A1.03)

1. Hallways, lobby, laundry, trash, lower level storage does not count towards net livable. Net livable area includes those areas of a building that are used or intended to be used for habitation.

Response: Architecture Plans have been updated to reflect these requests.

Parking

1. Who will be using the golf carts?

Response: These carts are used throughout the AI campus and are for general operations. This function exists and is unchanged.

ASPEN PHYSICS CENTER

1. Provide plans for the proposed trash and EV parking enclosure.

Response: These are included in the Architecture Set and in the dimensional calculations.

Floor Area

1. Sheet A3.04, A3.04a: The circulation space is non-unit. Please allocate per dwelling unit on a proportionate basis using gross area.
2. Sheet A3.04: The basement area is not non-unit. It should be attributed to the unit using it.
3. Sheet A3.07a: Basement level - what is the area not counted adjacent to the stairs?
4. Sheet A3.07a: Main level – uncovered at grade patio does not count as deck.

Response: Architecture Plans have been updated to reflect these requests. Additional notes are added to the plans based on the team's conversation with Zoning. The basement area does include non-unit space and has been allocated based on the two uses in the building – housing and essential public facility.

Net Livable

1. Sheets A3.04, A3.04a: The circulation space is not included in net livable area. It is not intended for habitation, is shared, and is necessary for the building to function.

Response: Architecture Plans have been updated to reflect these requests. Circulation spaces are removed from the NLA calculation.

ZONING REFERRAL COMMENTS

Height

1. Sheet A3.06: add maximum height lines to elevations. There is not a height exemption for the permanently installed umbrella.

Response: A note has been added to the plans regarding the shade structure based on the team's conversation with Zoning.

Misc.

1. The proposed dwelling units need to have separations between them to be considered separate. Sheets A3.02, A3.02a, A3.08.

Response: As discussed in a follow up meeting with Zoning and APCHA, there are units that are intended to provide flexibility in who is able to say – they can be rented as 2 individual units or as one larger unit. These are reflected in the Architecture Sheets.

APCHA REFERRAL COMMENTS

ASPEN MUSIC FESTIVAL SCHOOL

Floor Area

1. Sheet A 2.07: The front porches are exempt due to the front porch exemption, not due to being patios within 6" of finished grade. They are covered by more than 4' of roof and would count under the patio language.

Response: As discussed in the updated application materials, the design for AMFS has been updated. These comments are reflected in the updated calculations found in the Architecture Plans. Architecture Plans have been updated to reflect the calculation.

Net Livable

1. Sheet A2.04: The level 2, 1 bedroom unit plan south is smaller than the plan north unit for floor area but listed as the same for net livable.
2. Sheet A2.04: Storage accessed from the outdoors is not treated as net livable since it is not habitable space.

Response: As discussed in the updated application materials, the design for AMFS has been updated. These comments are reflected in the updated calculations found in the Architecture Plans. Architecture Plans have been updated to reflect the calculation.

APCHA COMMENTS

General Comments

1. Use of the Affordable Housing Credit Program shall be used ONLY if RO is approved as an acceptable category for this program and only to the Aspen Institute and the Aspen Music Festival and School.

Response: The Aspen Institute and Aspen Music Festival and School applicants understand that currently housing credits are currently permitted for up to Category 4 units. As part of the proposal, the units are intended to be deed restricted such that they are available to employees at a Category 1 through RO level to meet the staffing and housing needs of the organization at that time. As part of this request, the creation of housing credits is intended to match the highest category for which housing credits can be created, as of the time that the approval documents are finalized. Housing credits are not requested for the Aspen Center for Physics.

2. The bedrooms shall be large enough to contain at least a queen-size bed, dresser drawers, and must contain a closet.

Response: The floor plans for all projects have been reviewed and updated as appropriate to meet this requirement. Closets and queen beds, with a place for a dresser, are seen on the floor plans for each project, confirming that the units are large enough to include these items.

The design team has discussed the project with APCHA staff in order to explore options related to the proposed studio units at the Aspen Center for Physics. These studio units are approximately 236 - 356 square feet and are intended to house a single visiting physicist when used as a studio unit. These units can also be combined with adjacent two- and three-bedroom units to provide flexibility for the visiting physicists.

APCHA REFERRAL COMMENTS

As discussed in the application, these units provide housing for visiting physicists, who sometimes travel alone and sometimes travel with family. The flexibility of this configuration to enable units to be rented individually or as a single unit is important to meet the program's needs. Each of the studio units are sized to include an armoire, additional storage as part of the desk space, and can accommodate a queen bed. Additionally, as discussed with APCHA staff, it is important to note that the occupancy timeframes for these units are anticipated to be no more than 2-5 weeks at a time to coincide with the Center for Physics' programming. Additionally, all of these units are entirely above grade.

3. The unit must meet the following definition of a kitchen as stated below and referred in the Regulations:

   a. Kitchen – For Accessory Dwelling Units, Caretaker Dwelling Units and all other deed-restricted units, a kitchen must include, at a minimum, a two-burner stove with oven, standard sink, and a refrigerator plus freezer;

   b. The oven must be able to bake and broil and be at least 5 cubic feet;

   c. The sink must measure at least 14"WX16"DX5.25"H;

   d. Refrigerator must be at least 5.3 cubic feet and include at least a .73 cubic foot freezer.

Response: The floor plans for all projects have been reviewed and updated as appropriate to meet this requirement.

For Aspen Center for Physics, each of the individual 1-, 2-, and 3-bedroom units includes the required kitchen components. For the studio units, the requirements related to ADU are used as a guide for the design. Each of these units includes an undercounter refrigerator and a sink. The Studio units in Buildings 1 -4 on the north side of the project, also include a microwave and a 2-burner cooktop. In addition, when any of the studio units are rented as an individual units rather than being combined with the larger adjacent unit, each will have full-time access to the common kitchen that is included with the proposed dormitory units.

4. The units shall meet the minimum square footage requirements as stated in Table II of the APCHA Affordable Housing Development Policy, and noted below, or no less than an allowable 20% reduction.

Unit Size	*Minimum Square Footage*
Studio	500
1-Bedroom	700
2-Bedroom	900
3-Bedroom	1,200
Single-Family Detached	1,500

Response: All of the units for Aspen Institute and Aspen Music Festival and School meet these unit size requirements. As discussed with APCHA staff following the DRC meeting, most of the units for the Aspen Center for Physics also meets these unit size requirements, with the exception of the studio units. These studio units are approximately 236 - 356 square feet and are intended to house a single visiting physicist when used as a studio unit. These units can also be combined with adjacent two- and three-bedroom units to provide flexibility for the visiting physicists. As discussed in the application, these units provide housing for visiting physicists, who sometimes travel alone and sometimes travel with family. The flexibility of these units to be rented individually or as a single unit is important to meet the program's needs. Because these units are not intended for long-term leases, the proposed unit sizes are requested as part of the PD amendment.

5. The units shall include a laundry area – washer and dryer – or a laundry facility must be provided in at least each building.

Response: All of the units have access to an in-unit or shared laundry facility. These are identified on the Architecture Plans for each project.

6. A deed restriction shall be provided to the applicant to be signed and recorded on the unit at the RO designation prior to Certificate of Occupancy.

Response: A deed restriction framework for each project has been included in the application, and deed restrictions will be completed prior to CO.

7. Rental rates are specified in the Regulations and the following must be followed:

    a. Tenants may not be charged for the following, either as rent or in addition to rent:

        1. Cost of electricity, gas, water and sanitation in common areas
        2. Condominium dues/assessments
        3. Management costs
        4. Property taxes
        5. Landscaping costs
        6. Snow plowing/shoveling
        7. Condominium Insurance
        8. Additional costs that can be charged to the tenant, but must be verified by APCHA, are:

            i. Electricity, gas and/or water if not separately metered – metered costs must be based on the tenant's share of such utilities attributable to the tenant's net livable area. Tenants will be responsible for individually metered utilities.

            ii. Trash, but proportionally based on the tenant's net livable area.

            iii. Other operational costs only when reviewed by APCHA and approved to be charged, must be based on the tenant's share attributable to the tenant's net livable area.

Response: These requirements are understood and will be incorporated as required in the deed restrictions.

8. Prior to occupancy of a deed-restricted rental unit, APCHA must qualify the tenant. All documentation required under these Regulations must be provided. The tenant must provide the owner/landlord with proof of documentation and qualification by APCHA prior to occupancy. Prior to occupancy, the owner will be required to provide a copy of the lease agreement to APCHA for approval. Leases must meet allowable rental rates and will state the period of the lease period.

Response: The team discussed this comment with APCHA staff and suggests that this requirement apply only to long term deed leases, to be defined as six-months or longer. The current deed restrictions for the Marolt and Burlingame Seasonal Housing projects allow Aspen Music Festival and School to manage the rentals within the organization and do not require APCHA qualification because they are rented for less than six months at a time. This same framework is proposed for these projects.

APCHA REFERRAL COMMENTS

9. No tenant in any of the units can own any other residential property within the ownership exclusion zone as defined by the APCHA Regulations.

Response: These requirements are understood and will be incorporated as required in the deed restrictions.

10. For the Aspen Institute and the Aspen Music Festival and School, the units must meet occupancy standards, one person per bedroom at all times.

Response: These requirements are understood, with a note that the standard vacancy time periods are permitted. A maximum vacancy period of 90 days for units is proposed. These timeframes are based on initial feedback from APCHA staff. Additionally, bedrooms should not be limited to only one person, to ensure that a couple could share a bedroom, as is standard in all APCHA rentals.

11. Owner must provide a copy of an executed lease to APCHA prior to occupancy.

Response: This requirement is understood and will be incorporated as required in the deed restrictions. The use of a standardized lease that is specific to each partner is proposed. This could be reviewed and approved by APCHA on a yearly basis to ensure compliance with rental levels and other relevant requirements. This system is similar to the allowances for units associated with Aspen Valley Hospital related to traveling nurses and doctors.

Specific to Aspen Physics Center

1. If tenants are not associated with the Aspen Institute in a "working" capacity, or the units are not being utilized by the Aspen Music Festival and School or Aspen Center for Physics, or with any other non-provided organizations located within Pitkin County, the units must be made available to other employers within Pitkin County and rented to a qualified employee as stated in the APCHA Regulations. The rental rate that will be charged will be based on the category of that specific household. No short-term rentals are permitted.
2. All tenants shall not own in whole or in part any residential property within the APCHA ownership exclusion zone as stated in the APCHA Regulations.

Response: These requirements are understood and will be incorporated as required in the deed restrictions.

Specific to Aspen Music Festival School

1. An updated employee audit needs to be completed prior to Certificate of Occupancy

Response: Employee reporting is completed on a yearly basis, as required by the existing water service agreement for the Bucksbaum Campus on Castle Creek Road. This has been included in the application and the applicable annual report can be provided at the time of CO.

Jeffrey Barnhill

From: Linda Davis <linda.d.davis@icloud.com>
Sent: Thursday, September 11, 2025 8:09 AM
To: Jeffrey Barnhill
Subject: Planned development at Aspen Institute property

City of Aspen Planning and Development,

We are close neighbors of the proposed Aspen Idea housing project , living on Third and Pearl . I have seen the presentation at the Meadows & also walked the property with staff to see the proposed sites . The project is a very large undertaking, but will fill a need for housing of those associated with the AMF , ACP and Aspen Institute. It is important to make sure we maintain the " Aspen Idea" in thoughtful development . In this regard , I think it is crucial to have restrictive deeds in place to assure that this housing remains subject to the stated purpose.
The increased parking demand will definitely be an issue. Details such as number of allowable cars per unit and visitor parking impact need to be addressed . Hopefully this proposed housing can be a positive impact on the neighborhood and the three Aspen non-profits proposing it. The Meadows is a special place to all of Aspen , but especially those living nearby . The tranquility and connection to nature and the arts throughout the campus are irreplaceable .
Thank you for the opportunity to voice our opinions , Ben and Linda Davis
701 N 3rd St

Sent from my iPhone

Jeffrey Barnhill

From: ELYSE ELLIOTT <elyseelliott@aol.com>
Sent: Monday, September 8, 2025 7:06 PM
To: Jeffrey Barnhill
Subject: Aspen Meadows Housing Affordable Housing Project

Please send my following comments to the P&Z and the City Council.
Thank you.

I am supportive of the Meadows housing goals but the main thing that I object to is their lack of sufficient parking. Providing housing without on-site parking will negatively impact my neighborhood. We are already "over-parked" when any or all of these three great institutions has an event of any size. Plus the "West End Sneak" adds to the congestion.
Adding dozens of more parked cars in the neighborhood will add to the congestion and exasperate the situation. We already have parking time limits that are rarely followed. Having police monitoring the parking rules is not what we want and I don't think that the City wants a high level of police enforcement circulating in the West End.
I have a hard time believing that the new residents will not drive cars even though public transportation is provided. I've noticed that employees of each of the three entities drive to work and the busses are rarely used except by the music students.
The Meadows has a lot of area and I believe that they can find room somewhere to accommodate at least one parking space per unit or one parking space per bedroom.
Thank you for reading my concerns.
Sincerely,
Elyse Elliott
610 W North St (I've lived here since 1993)

Sent from my iPad

Jeffrey Barnhill

From: Falender <falender@comcast.net>
Sent: Wednesday, September 3, 2025 11:59 AM
To: Jeffrey Barnhill
Cc: Steve Falender; 'Markalunas, Lisa'
Subject: RE: Aspen Meadows Project

Follow Up Flag: Follow up
Flag Status: Flagged

Jeff,
Thanks for sending this.
I will have many comments in the future at the public hearing or by email but a few concerns are noted below that are not addressed in staff comments to date:
The proposal includes 18 new buildings in the west end, with a 10 year vesting right. No mention is made of a construction schedule, or the impacts to the neighborhood, a potential 15 year development period. The construction impacts of 18 buildings on the neighborhood is not addressed. Council has already stated that the west end has too much construction activity.
The housing includes some restrictions but the buildings do not appear to be restricted to full time residents who would potentially add to the fabric of the neighborhood. These units appear to be planned for shorter term occupancy and residents who will move in and out frequently. Who will occupy the units in the off seasons for music, Institute, and physics? This project is in a neighborhood, and is not in a location comparable to Marolt or Burlingame. This is certainly not a tradition employee housing project, meeting typical APCHA guidelines.
I'll have more comments to follow but I am disappointed so far that the referral comments are simply code technical and do not address the overall impact to the neighborhood.
Thanks
Steve Falender
falender@comcast.net

From: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>
Sent: Wednesday, September 3, 2025 10:33 AM
To: falender@comcast.net
Subject: Aspen Meadows Project

Hey Steve,

Thank you for calling and discussing the Aspen Meadows project with me.

When the agenda is published the Friday before the hearing (Friday Septemeber 12) you can go to this link to read the staff memos https://aspen.gov/1225/Current-City-Webcast-Meetings-Agendas

I'm attaching the latest round of referral comments and responses so that you can have a jump start on reviewing these items if you would like. I've also put a dropbox link in here for you to be able to access the most up to date/recent application that these comments are for. I haven't used dropbox in a bit so please let me know if you have trouble accessing that. https://www.dropbox.com/scl/fi/rl1xmux7dqzyt7g9a2w77/Aspen-Meadows_LU-Application-Resubmission_Compilation_Reduced_May-1-2025.pdf?rlkey=xy5v402l3aplvc0vr4jqtqgvp&st=7gjswsxp&dl=0

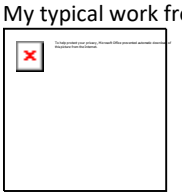
Thanks,

Jeff

CITY OF ASPEN

Jeffrey Barnhill, AICP
Principal Planner | Community Development
(O): 970.429.2752 | **(C):** 970.319.6636
https://www.aspen.gov

My typical in-office hours are Monday, Tuesday, and Friday, 8:00-6:00.
My typical work from home hours are Wednesday and Thursday 9:00-5:00.



Our Values: Stewardship | Partnership | Service | Innovation

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FERGUSON SCHINDLER LAW FIRM

MATTHEW C. FERGUSON
matt@fsaspenlaw.com

December 2, 2024

***VIA* U.S. MAIL AND E-MAIL**
City of Aspen
Community Development
Attention: Ben Anderson, Director and Jeffrey Barnhill, Planner 1
427 Rio Grande Place
Aspen, CO 81611

RE: *Objections to Aspen Meadows Campus Planned Development Application – LPA-24-104.*

Dear Messrs. Anderson and Barnhill:

This firm represents Bart Aspen LLC ("Bart"), owner of 802 Roaring Fork Road, Aspen, Colorado 81611 ("Property"). The Property is directly across Roaring Fork Road from the Aspen Meadows Campus. Music Associates of Aspen, Inc. ("AMFS") owns the real property immediately to the west of the Property.

Bart learned through the press on May 26, 2024, that AMFS, Aspen Institute, Inc., and Aspen Center for Physics intended to submit a Planned Development Amendment application seeking approval for an affordable housing project. The general purpose of the "Project" is for each of the three applicants to reconfigure their respective properties to construct affordable housing for staff, employees, and students.

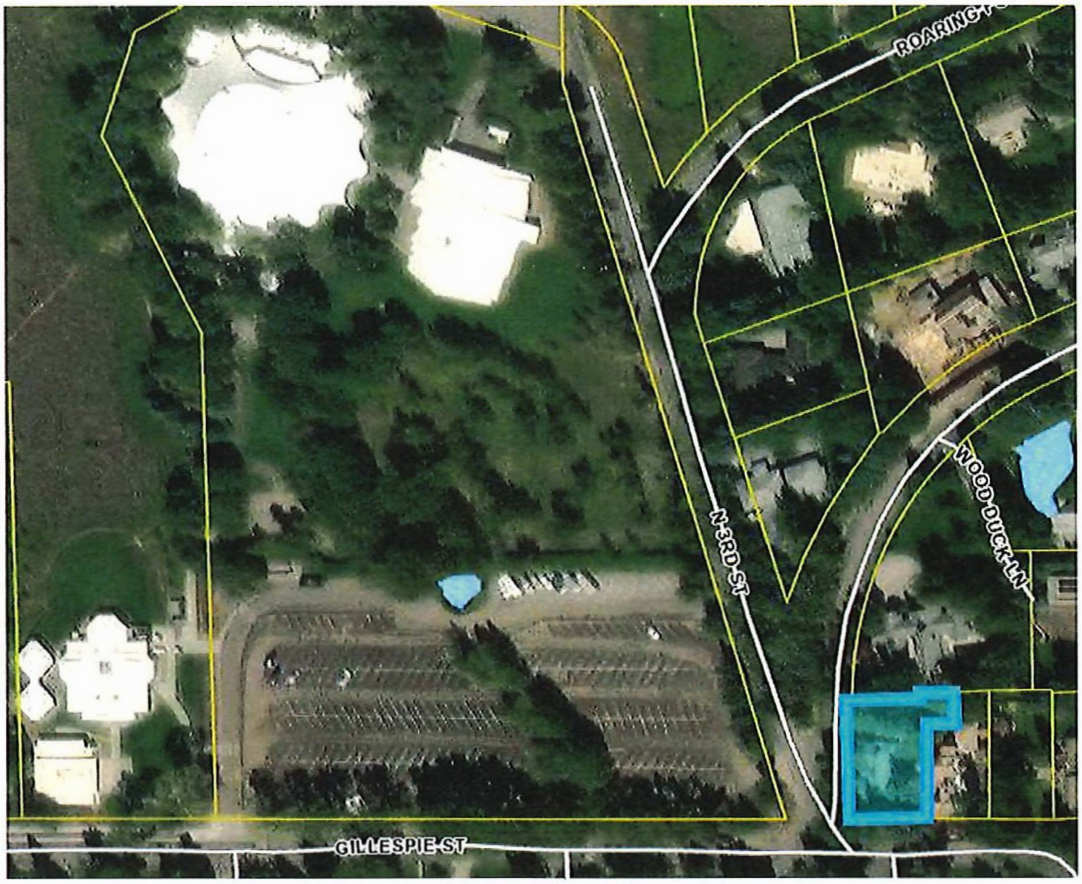
Since learning of the Project, we have reviewed several newspaper articles, the Project's website, conducted a site visit with AMFS's Senior Vice President for Strategy and Administration—Jennifer Brown Elliot, and had calls with City of Aspen Community Development staff.

On September 13, 2024, AMFS, and its co-applicants, submitted the Aspen Meadows Housing Land Use Application ("Application"), which was given Application No. LPA-24-104. Which we have recently reviewed. We have also had conversations with AMFS representatives about the Application and discussed Bart's concerns set forth in this letter.

The purpose of this letter is to detail Bart's opposition and objections to the Application and request that this letter be included in the Application's file for Community Development staff, Planning and Zoning, and Board of County Commissioner review. Bart has several concerns about the Project and the impact of a large and dense affordable housing project in this long-established West-end single family residence neighborhood. We will continue to evaluate the Application throughout the land planning process and anticipate supplementing this letter if and when necessary.

Bart's preliminary concerns are: (a) the Application's failure to meet Aspen Municipal Code Project Review Standards for compatibility and access and circulation; (b) impacts on the Property's view planes; and (c) safety concerns relating to the higher density and engineering issues and deleterious impacts on current road configurations.

For reference, we have included a screen shot from the Pitkin County GIS Mapping System depicting the Property and AMFS's parcel. The Property is highlighted in blue in the bottom right corner. The Property is at the intersection of N. 3rd Street, Roaring Fork Road, and Gillespie Avenue directly across from AMFS's current parking lot. The parking lot serves the Michael Klien Music Tent and Harris Concert Hall. The Michael Klien Music Tent seats 2,050 people, and the Harris Concert Hall seats 500 people. Both buildings are depicted at the top of the screen shot below.



AMFS hosts numerous concerts, recitals, and other productions year round, with an emphasis on hosting more events during the summer season. AMFS boasts in the Application that it:

> brings 460 students and 100 faculty from over 30 countries and 40 states to the valley and over 100 summer staff to fill roles as piano tuners, librarians, stage crew, and more. The typical eight-week summer season includes over 300 classical music events, such as concerts by three orchestras, solo and chamber music performances, fully staged opera productions, classes, lectures, and children's programming. The

> events attract around 100,000 audience members annually and are all part of Aspen's summer experience.

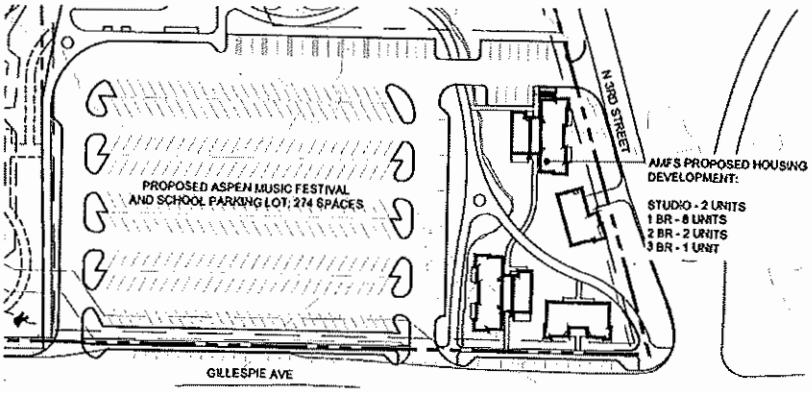
Application, p. 13. The surrounding residential neighborhood is dense and visitors to the AMFS and Aspen Meadows Campus facilities create a dynamic area.

I. AMFS's Application Background.

The purpose for the Application is to develop new housing on the Aspen Meadows Campus, including the AMFS property. AMFS intends to seek approval to construct four separate 2-story buildings directly across from the Property. Those four buildings will be comprised of thirteen (13) total units containing 2 studio apartments, 8 one bedroom apartments, 2 two-bedroom apartments, and 1 three-bedroom apartment. The four buildings total 12,168.4 sq. ft. (7,000 sq. ft. in two buildings; 3,034 sq. ft. in one building; 2,134.4 sq. ft. in one building) with each building being 28' tall.

This proposed complex is slated to have 17 bedrooms in the 13 Units. It is dense. The neighboring properties are all single family homes. The current configuration shows that the three bedroom apartment will be facing the Property with its driveway access directly across from the Property's driveway – 30 feet away.

AMFS and its Application partners have prepared this map illustrating the proposed buildings across from the Property:



Application p. 107. Notably, the Property is absent from this illustration, as well as every other illustration in the Application.

AMFS's proposed buildings, if allowed, will be directly across from the Property where there is currently only a parking lot. Though the Property is not specifically depicted, it lies across N. 3rd Street. AMFS states in the Application that the purpose of the proposed buildings is to "house full-time staff, part-time staff as well as visiting musicians and students." Application, p. 57. There is currently no residential housing on AMFS's property. Renderings of AMFS's proposed buildings included in the application depict the proposed buildings and are enclosed here as **EXHIBIT "A"**. You will notice that the renderings also leave out the Property and surrounding residential homes.

II. The Proposed Affordable Housing Project Should be Denied Because it does not Meet Review Standards.

Aspen Municipal Code Sec. 26.445.010, states the purposes of a Planned Development, and provides, in relevant part:

> The purpose of Planned Development review is to encourage flexibility and innovation in the development of land, which:
>
> (b) Achieves a more desirable development patterns, a higher quality of design and site planning, a greater variety I the type and character of development and a greater compatibility with existing and future surrounding land uses than would be possible through the strict application of the zone district provisions…
> (e) Incorporates an appropriate level of public input to the planning process to ensure sensitivity to neighborhood and community goals and objectives…and
> (f) Promotes safe and convenient transit, pedestrian, bicycle and vehicular access and circulation.

(emphasis added). The Application should be denied for at least two reasons: (1) the Application does not meet compatibility with existing uses and achieve neighborhood and community goals; and (2) the Application does not promote safe and convenient access and circulation. There has not been public input involving Bart as the adjacent owner and no assurance of sensitivity to this established West-end neighborhood.

i. The Proposed Project is not compatible and fails to meet design standards.

Aspen Municipal Code Sec. 26.445.050 sets forth Project Review Standards for a Planned Development application. Aspen Municipal Code Sec. 26.445.050(d)(3) provides, "the project is compatible with or enhances the cohesiveness or distinctive identity of the neighborhood and surrounding development patterns." Similarly, Aspen Municipal Code Sec. 26.445.050(e), titled "Design Standards", states "the design of the proposed development is compatible with the context and visual character of the area." The Application satisfies neither of these standards.

The proposed housing does not enhance the cohesiveness or distinctive identity of the single family neighborhood in Aspen's iconic West-end. The proposed housing will add a significant amount of density and amplify existing parking, vehicular (private and mass) and pedestrian traffic charges. Likewise, the entire surrounding West-end neighborhood is comprised of well-designed, and larger homes in the beautiful setting of the West-end. It has little or no multi-family housing – no apartments or townhomes other than approved ADU's. Multi-unit, and affordable housing units, though laudable, are not compatible with the existing residential area. There is little to no new development in the neighborhood—certainly none for dense apartment blocks in buildings that are not consistent with the character of the neighborhood.

The Application is also not compatible with the context and visual character of the area. The renderings in Exhibit A hereto establish as much. They are bland rectangular buildings appearing to be built with less expensive materials, neither of which is compatible with the

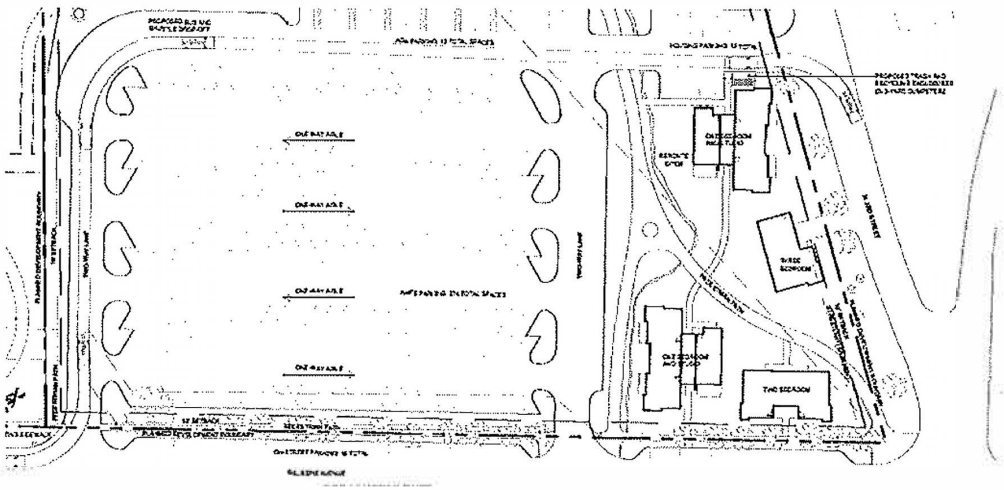
surrounding and distinct West-end characteristics. The apartments will stand alone in the immediate neighborhood. There are no other multi-family units like them in the surrounding area. Rather, the surrounding neighborhood is comprised of beautiful, intricate, and large residential single family homes with high values. For instance, the Property is assessed at $15,000,000. These proposed multi-family units are not compatible in values or neighborhood aesthetics – and are designed sharp exterior lines and blocky, modular designs.

Moreover, these incompatible apartment buildings will be in and obstruct Bart's and other neighbors' view planes. The proposed buildings are designed to accommodate "stick-frame or modular construction". Application, p. 31. The proposed buildings fail to meet the context and visual character of the West-end. Modular design and construction is antithetical to the fine homes in the neighborhood and will diminish the historically beautiful aesthetic of the West-end. Assuming these buildings are built within the vested rights period,[1] AMFS has provided little to no information that would suggest there would be sufficient screening for these proposed incompatible buildings. It is highly unlikely that any visual screening would be sufficient to ameliorate the deleterious impacts on visual character in the West-end.

These proposed buildings will not meet the Detailed Review Standards at later stages of the application review process. Thus, the City should preserve its resources by denying the Application now for failure to meet the City's Review Standards.[2]

ii. <u>The proposed parking lot and entrances will cause traffic and safety issues and do not meet review standards.</u>

In addition to constructing these buildings, AMFS seeks to reconfigure its parking lot to allow bus access to the new parking lot from N. 3rd Street, and construct new pedestrian paths from Gillespie and N. 3rd Street. AMFS proposed reconfigured parking lot is depicted below:



[1] AMFS is requesting an extended ten-year vested rights period, which is seven-years beyond the typical three-years vested rights period.

[2] If the City elects to permit these proposed buildings, it must require AMFS to install sufficient screening from the adjoining and neighboring properties. Bart and its neighbors should not be forced to view these incompatible 2-story structures without adequate and sufficient screening.

Application, p. 126

If approved: (1) all busses and shuttles will access AMFS from N. 3rd Street entering through a newly located parking lot entrance; (2) parking for the thirteen new housing units will accessed be from N. 3rd Street; all event parking will access AMFS via N. 3rd Street; and (4) all pedestrian access will enter from the N. 3rd Street intersection with Gillespie Avenue. In other words, all access to AMFS on a daily basis and while hosting events—whether by automobile, bus, bike, or foot—will be from N. 3rd Street.

N. 3rd Street is short residential road that connects with Roaring Fork Road. Roaring Fork Road. then circles around through a residential neighborhood and reconnects with N. 3rd Street at a three-way intersection with Gillespie Avenue. N. 3rd Street, Roaring Fork Road, and N. 3rd Street have a right of way forking median that is an extension of 805 Roaring Fork Road. The forking median splits N. 3rd Street and Roaring Fork Road at the Gillespie Avenue intersection.

The proposed new housing, bus, shuttle, and parking lot entrance will move North along N. 3rd Street, beyond the intersection. AMFS is presumably moving the entrance to make room for their four proposed housing structures. Given the unique configuration of the City roads in this area, allowing a higher volume of traffic on residential roads--motorized or pedestrian--creates signifcant traffic flow issues and safety risks. There is already insufficient traffic infastructure at the intersection, and directing more traffic further up N. 3rd Street will significanlty increase traffic and pedestrian flow issues.

Aspen Municipal Code Sec. 26.445.050(i) titled, "Access and Circulation", provides in relevant part:

> The proposed development shall have perpetual unobstructed legal vehicular access to a public way. A proposed Planned Development shall not eliminate or obstruct legal access from a public way to an adjacent property.

The Application's proposed parking lot reconfiguration and the City's current configuration of the N. 3rd Street, Roaring Fork Road, and Gillespie Avenue intersection will obstruct all of the adjacent neighbors' access. Traffic flows, including busses and shuttles, will create a bottle neck at the intersection. This is the same for students and event attendees. Nothing about this proposed new parking lot configuration promotes safe and convenient access and circulation. These traffic issues are reason alone for the Application's denial.

Notably, if there was ever an emergency at AMFS's property that required thousands of individuals to evacuate, the infastructure is insufficient to allow a timely and safe departure. Hundreds of pedestrians would obstruct exiting vehicles, and there would be an immediate bottleneck at the three-way intersection. The City should not approve a Planned Development where the infastructure for ingress and egress is unsafe and insufficient. Approving the Application does not promote safe and convenient transit and circulation and goes against a core purpose of the Planned Development Review.

The City should not approve the Application. AMFS must address and resolve many issues when pursuing this very flawed development concept. Given the numerous in the Application, AMFS's best course of action is to reapply.

III. Conclusion.

Bart opposes the current Application for the reasons set forth above and requests that the City deny the Application. As a general matter, Bart questions why AMFS has not located its proposed Project to the parking lot North of the Klien Music Tent. The infrastructure already exists in that location to accommodate a housing project and it would out of sight of its West-end neighbors. The current proposed configuration simply does not comply with the Planned Development Review Standards.

In the event AMFS comes back with an Application that satisfies the requirements of the City Code, we propose that the City and AMFS work together to extend the N 3rd Street and Roaring Fork Road intersection median out to Gillespie Avenue, thereby creating two separate entrances to Roaring Fork Road and N. 3rd Street. The extended median must also have adequate screening and traffic control infustructure. Doing so will alleviate view plane impacts and traffic flows to Roaring Fork Road properties. Neighbors on Roaring Fork Road would then not be impacted by the constant vehicle, transit, pedestrian, and bicycle flows in and out of the Aspen Meadows Campus.

We request your consideration of Bart's opposition to the development proposed in the Application. We request (1) that this letter be included with all reference packets that concern the Application, and (2) advanced notification as an impacted owner of all meetings and hearings.

Please feel free to reach out to me to discuss the issues raised in this letter. You can reach me by email, or at (970) 925-6288.

Very truly yours,

Matthew C. Ferguson

Encl.: Exhibit "A" – Building Renderings

Cc: Ryan J. Dougherty, Esq. (v*ia* e-mail, w/encl.)
James Pickup, Esq. - Aspen Institute (v*ia* e-mail, w/encl.)
Richard Stettner – Aspen Institute (v*ia* e-mail, w/encl.)
Jenny Brown Elliot - Aspen Music Festival and School (v*ia* e-mail, w/encl.)
Matthias Troyer - Aspen Center for Physics (v*ia* e-mail, w/encl.)

Jeffrey Barnhill

From: Audrey Holmes <audreyholmes@icloud.com>
Sent: Tuesday, September 9, 2025 2:00 PM
To: Jeffrey Barnhill
Subject: Housing the Aspen Idea

Hi Jeffrey, I live at 660 Meadows Road (between the Aspen Physics Center and the Aspen Meadows Resort.. I have lived here full time for 24 years, and have seen car/shuttle congestion increase tremendously… I am very concerned about the Aspen Idea housing project , which is a total overkill & unfair to homeowners who live in this area….We have seen our Real estate taxes increase 2 fold and for what more congestion ?
During the Summer months I have had to call the City Parking Department to come put up “No parking Tow Away " signs up, because of Summer events at the Aspen Institute (Ideas Fest, Security Forum etc.) . I could not even pull out of my driveway….
These signs are left up for 4 months, thanks to the City Parking Dept..
Housing the Aspen Idea is not affordable housing or employee housing for the community….The way they are spinning this is a Joke! This is short term housing for Music students, Physicists & Institute visitors…

I urge you to please consider the impact of this project on West home owners, some who have lived here full time for quite awhile… Thank You for your time, Audrey Holmes

Lisa Markalunas
15 Williams Ranch Court, Aspen, CO
Mailing: P.O. Box 8253
Aspen, CO 81612
(970) 925-8623

September 9, 2025

City of Aspen Planning & Zoning Commission
c/o Jeff Barnhill, Principal Planner
City of Aspen
427 Rio Grande Place
Aspen, CO 81611

RE: Housing the Aspen Idea
Land Use Application
Public Hearing on 09/17/2025

City of Aspen Planning & Zoning Commission Members:

I am a lifelong resident and fourth generation Aspen native who was born and raised in Aspen's West End at the corner of 6th and North streets. I still walk the Aspen Meadows Campus property every day in all seasons and witness the traffic impacts day and night throughout the summer but also the increasing winter use for events on what has developed into an event site at the far end of a residential neighborhood.

Parking and traffic impacts on the Wet End neighborhood are historically significant and have only increased to even more unbearable levels in recent years. Existing construction levels are intolerable. It has become a hazard to walk, bike, or even drive in the West End. Both morning inbound and the more significant afternoon outbound commuter and construction traffic has transformed this beautiful, historic neighborhood into a war zone and raceway every afternoon without little if any enforcement of stop signs or speed limits.

Much of this traffic, all year long but most acutely felt in the summer months, can be attributed to the hundreds if not thousands of attendees to the events generated by the three non-profit applicants to this proposal. Adding 106 bedrooms and 60 units of housing in some configuration will only add to these existing impacts.

It is unfathomable to think that the Aspen Center for Physics can add 34 units comprising 63 bedrooms (or beds depending on unit type), while housing only 65% of their participants, and expect anyone to reasonably believe that they will not increase their parking requirements or their traffic impacts. Their weekly lectures alone generate parking and traffic on neighborhood streets

that they refuse to acknowledge. This is even before the expansion to more participants on-site twenty-four hours a day, seven days a week in all seasons. To say that they generate absolutely no parking or traffic impacts is disingenuous at best.

They are asking for three times the requests of each of the Music Festival and the Aspen Institute. The scale of these new operations is equivalent to a short-term, boutique hotel, 64% the size of the existing Aspen Meadows (98 guest suites), which also has significant traffic and parking impacts on the neighborhood that are especially felt during the Aspen Ideas Festival. The Aspen Ideas CTS shuttle buses from venue to venue and the limos from other hotel properties as well, and the Aspen Meadows shuttle, all have significant impacts on North Street but also on many streets in the West End.

The relocation of the existing dedicated public trail easement from the Physics parcel and as proposed onto City property is a significant deterioration of this historic and legally prescribed and recognized public amenity and serves to push the pedestrian access onto a street already heavily impacted by vehicle traffic. It destroys the pocket open space that we as neighbors have maintained for decades, planting daffodil bulbs, removing trash and fallen branches every spring that fall in this area often neglected by both the City of Aspen and the Aspen Center for Physics. It is unconscionable that you would destroy this area with driveways, parking pads and overall impacts on the historic ditch areas and these remaining wildlife corridors.

The number of units should be reduced significantly, and any remaining buildings should all be located north of Stranahan Hall. The existing public trail easement should be maintained in its current off-street location on the applicant's property as a requirement of maintaining historic public access to the important open space parcels conserved by prior West End residents and land conservation organizations. Proposed buildings have been sited to sit on both the significant 7th Street trail easement as well as the public trail easement along the 700 block of North Street from 6th Street, both heavily used pedestrian corridors sheltered from traffic and vehicular hazards.

The Aspen Center of Physics in the 1990s emphasized the importance of their "Circle of Serenity" to their campus. Now they want to throw all of that out to put buildings on all of the areas of remaining open space surrounding their campus. They will build right up the armillary sphere, gifted to them by my family, making it inoperable or requiring that it be relocated away from public trail access and viewing. This proposal is an insult to the generosity and spirit in which this gift was made to them many years ago. If the architecture is so beautiful, why must the renderings be disguised with trees so that the actual buildings are not visible for review in the drawings? They themselves are representing that they will not house even one of their employees on-site. The increase in employees or contractors to fulfill housekeeping and maintenance requirements for the new short-term physicist housing will actually only increase employees for the site and there is no proposal to house any of these new support personnel in the proposed 30,000 plus square feet of visitor accommodations.

The relocation of access to the Music Festival parking lot to 4th Street, with no access from the existing and heavily used Third and Fifth street entrances will make the intersection at Fourth and Gillespie a disaster. Pushing into the campus, removing existing mature trees and vegetation to try to maintain an woefully insufficient 274 spaces for a 2,050 seat Music Tent, not counting the additional ever popular free lawn seating, demonstrates the fact that the facilities do not currently offer enough parking and rely on the neighborhood streets to be their relief valve for parking that will now push further up into the neighborhood on Fridays, Sundays and for special events. The addition of new housing units on nearly half of their existing parking area will only make matters worse.

Parking along Meadows Road and Eighth Streets, even onto North Street, is a result of insufficient parking at the Aspen Meadows Resort to service their events at Doerr Hosier, recreational tournaments and other events at this site. While they represent, they will offer parking for their proposed housing for J-1 visa and seasonal staff, they too have insufficient parking for the number of events they continually add to the yearly offerings.

Lastly, I think we need to understand what they mean by "affordable housing" and the need for long-term, year-round resident employee housing in Aspen. It is a stretch to believe that what they are proposing is housing that will contribute to the Aspen community or its vibrancy as a year-round community. This is really about more event promotion and seasonal offerings in what has become an overburdened and overspun summer tourism and visitor economy. Most of what is proposed will only add short-term housing for more of these event-driven calendars and will do very little to house any of the full-time staff that work for these entities. It is not reasonable to house the extended family members of physicists on-site. Unit sizes should be limited. Recognize that their proposed transit solutions still have impacts on residential neighborhoods.

We have always strived to be good neighbors over many decades in the West End community and we expect that our non-profit neighbors would do the same by recognizing their impacts and working to move forward in a more measured and reasonable manner.

Sincerely,

Lisa Markalunas

Jeffrey Barnhill

From: John Markalunas <pleasantavenue118@gmail.com>
Sent: Thursday, September 11, 2025 8:35 AM
To: Jeffrey Barnhill
Subject: Comments on STR for the Aspen Idea

City of Aspen Planning & Zoning

RE: Housing the Aspen Idea

Please consider the following comments related to the upcoming public hearing on the proposal to build housing on adjacent land parcels.
I reside at 624 W. North Street, right across the street from the Aspen Center for Physics property.

Consider the following:

- The 60 unit, 106 bedroom proposal is bigger than the Aspen Meadows, larger than all of the guest rooms at the W hotel, and all located in a residential neighborhood of primarily single-family homes.

- They are destroying one of the last greenbelt areas in Aspen's West End, a neighborhood that once had many of these.

- They are proposing to sever sheltered public trail easements that have existed for decades while at the same time maintaining that they are protecting public access to these very open spaces.

- Events have traffic and parking impacts that affect everyone but especially those of us closest to the Aspen Meadows Campus.
- These greenbelts off sheltered places to go during the incessant traffic generated by the non profits- and now that city has created west end sneak by closing Hallam and bleeker and encouraging the use of smuggler and north.
- During the 1980s the easement of the existing trail was recorded as part of the circle of serenity- per harry teague . These were to remain infinutm
- Also meadow said they would minimize commercial traffic on smuggler north- yet it is a cacophony of shuttles, logistic rigs and box trucks this violates the previous agreement
- The Music Garden is going to be heavily impacted.as well.
- Where you going to park all of these folks I have witnessed time and time again all three of these non profits assume and encourage employees and guests use the neighborhoods

This makes preserving these easements and green space even more ecological value even more important. While the city parks has strong bias (as published in both papers) against cottonwood as a holder master's in ecology Old growth cottonwood is amazing habitat. It must be preserved as city has allowed it to be chipped away at.. let's hold the line!

Sincerely
John Markalunas
Aspen

Sent from my iPhone

Jeffrey Barnhill

From: Jim Markalunas <jimmarkalunas@gmail.com>
Sent: Tuesday, September 9, 2025 7:33 PM
To: Jeffrey Barnhill
Subject: Comment on housing the Aspen Idea.

- To the City of Aspen P & Z
- Re: Proposed impact of proposed impact of the Aspen Non profits housing proposal on the community.
- These My Comments as a 70 year neighborhood resident of west end.
- I am astonished. Wow! Sixty proposed lodging units consisting of one hundred and six bedrooms of seasonal housing for the hundreds of short-term conference attendees who come to Aspen each and every year. During previous years, the physicists, Aspen Institute fellows and music faculty and artists have sought housing within the existing neighborhoods and the local lodging community. Now they wish to construct some sixty units of short-term, transitory housing for their attendants. This is way too much transient housing development for an existing residential neighborhood. And it has been for years. To get approval the last time, they made guarantees to limit impacts to the neighborhood. Yet here we are! In short, these non-profits should relocate elsewhere or scale back their development.
- Our family's donation of an armillary sphere to grace the Physic's grounds and the adjoining meadow will be overshadowed by these out of scale buildings, making it inoperable.
- Please! Do not destroy the existing open space with short-term housing. Let's continue to keep Aspen a place of beauty for the intellectual activity; but please do so, without destroying the natural beauty of the existing grounds! Respectfully,
- Jim Markalunas
- ○

Sent from my iPhone

September 10, 2025

Jeffrey Barnhill
Principal Planner
City of Aspen Planning and Zoning
Jeffrey.barnhill@aspen.gov
970 429 2752

Dear Jeffrey,

We are writing as 35-year full time neighbors directly across Gillespie Street from the proposed Housing for the Aspen Music Festival. We have a number of questions and concerns about the proposal.
We strongly believe all occupants of the housing should be required to be employees, students, faculty or musicians at the Aspen Music Festival & School. We think that there should be an on-site manager of the property.

We have the following questions:

1) What is the maximum number, including children to live in the 13 units being proposed?
2) Who will be managing the property to ensure rules are followed?
3) Are the houses that are proposed next to Gillespie Street proposed for long-term renters?
4) Would there be balconies facing Gillespie Street? We have concerns about noise levels at the proposed housing from activities on the patios and balconies.
5) How do you mitigate the extra street parking, loss of the parking lot parking for the many concerts all summer long? Would there be balconies facing Gillespie Street?
6) Also, more traffic from the new employee housing at the Physics Institute and Aspen Institute.
7) Would occupants be allowed to have pets (dogs and cats)? What about the impact on the considerable wildlife in the area?
8) Are current trails and walking paths through the property being preserved. These are used daily by many residents in the west end in the spring, summer, and fall.
9) What is the proposed length of the construction period for the Aspen Music Festival?

We hope that the City will consider and inform the many neighbors in the historic West End neighborhood of the many concerns about the changes and impacts brought by the very large amount of housing being proposed (60 unit, 106 bedrooms) over by the Aspen Center for Physics, The Aspen Institute, and the Aspen Music Festival.

Sincerely,

James and Hensley Peterson
406 Pearl Court, Aspen, Colorado 81611

Jeffrey Barnhill

From: John Scott <john@johnmscott.net>
Sent: Tuesday, September 9, 2025 10:27 AM
To: Jeffrey Barnhill
Subject: Opposition to "Housing Aspen Ideas" building proposal

From: Deborah and John Scott
715 West Street
Aspen, CO 81611

To: Aspen Planning & Zoning Commission

c/o Jeffrey Barnhill, Principal Planner
City of Aspen
427 Rio Grande Place
Aspen, CO 81611

Via email: jeffrey.barnhill@aspen.gov

Re: Opposition to "Housing the Aspen Idea" Proposal – Aspen Center for Physics / Aspen Institute / Aspen Music School

Dear Commissioners,

As long time homeowners at **715 West N Street**, we strongly oppose the current proposal to construct 60 housing units (106 bedrooms) by the Aspen Institute, the Aspen Music Festival, and the Aspen Center for Physics. While we support affordable housing for Aspen's workforce, this project is misaligned with that goal and poses serious negative impacts to our West End neighborhood.

Our concerns are as follows:

1. **Excessive Density and Limited Justification**
   The Physics Center has a small, seasonal staff. The request for 34 units (63 bedrooms) is disproportionate and unnecessary in scale, especially within an R-6 residential zone.
2. **Traffic, Parking, and Safety Impacts**
   The West End already suffers from heavy congestion tied to Institute, Physics and Music Festival events, construction, and inadequate parking. Adding 60 units with no additional parking will worsen safety risks for residents, visitors, and children.
3. **Misuse of "Affordable Housing"**
   These units will function primarily as short-term rentals or seasonal accommodations for visiting academics —not year-round affordable housing for Aspen's workforce as proposed. The project will also require incremental service jobs (maintenance, housekeeping, transport, multiyear construction) with no housing for those workers.

4. **Loss of Historic Public Trail Access**
   The proposed North Street location for the Physics Center buildings would eliminate a longstanding pedestrian easement and walking path connecting residents to the Meadows. This path provides safe recreational access to the Meadows and avoids dangerous street traffic. Its removal would permanently harm community use of conserved open space.

Our Request
We respectfully urge the Commission to reject this proposal in its current form and instead encourage the applicants to:

- Significantly reduce density and unit count,
- Relocate housing proposed for the **Physics Institute to their large unused property behind (North) of their existing buildings on North Street or consider using their current physics parking area**, away from North Street which already has serious access, parking and traffic issues, and
- Preserve all historic easements and recreational paths.

This project, as proposed, threatens the safety, accessibility, and livability of the West End while failing to meet Aspen's true affordable housing needs.

Thank you for your consideration of our concerns.

Sincerely,

Deborah and John Scott
715 West Street
Aspen, CO 81611

Jeffrey R. Wechsler
439 Pearl Court
Aspen, CO 81611
wexjam@mac.com

July 7, 2025

Sent Via Email

Rachael E. Richards
Mayor
Aspen City Council
427 Rio Grande Place
Aspen, CO 81611

Dear Mayor Richards,

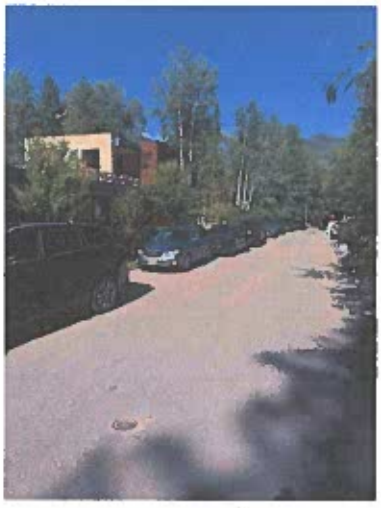
I am writing to express my concerns regarding the proposed housing development in the parking lot of the Aspen Music Festival and School. I urge you to consider the implications this project may have on our beloved West End community.

The Aspen Music Festival and School is a treasured institution, yet the current proposal appears to disregard the unique characteristics and needs of the neighboring residents. While the interior campus is indeed beautiful, it seems there is little consideration for the impact this development's borders may have on our community.

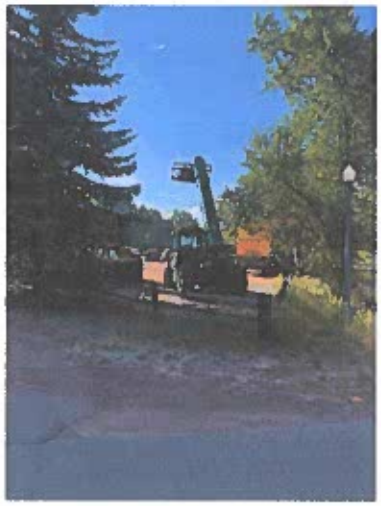
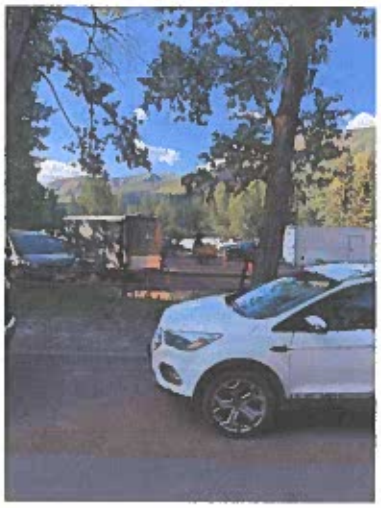
Currently, there is a significant shortage of parking spaces during events, and taking approximately 25% of the parking lot for housing exacerbates this issue. The assertion that the parking lot will be reconfigured to accommodate the same number of spaces raises questions; if this is a feasible solution, why have these changes not been implemented already to alleviate existing parking shortages? Overflow from events continually spills over throughout the West End with patrons parking on homeowners yards, blocking streets and driveways.



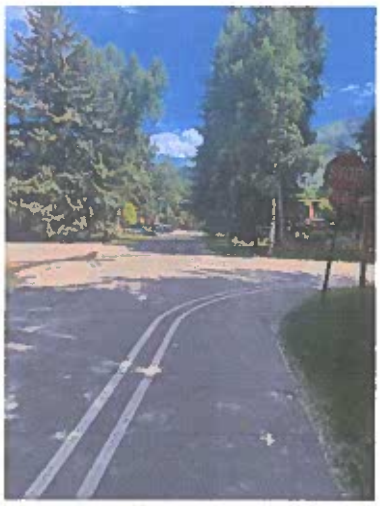
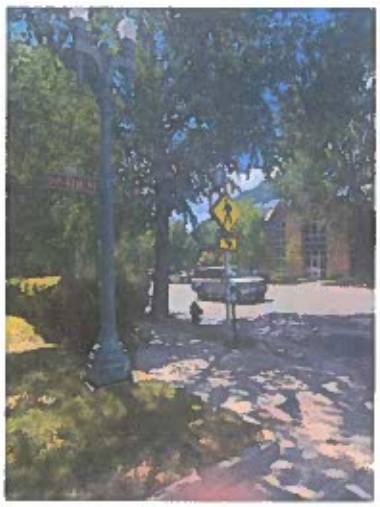




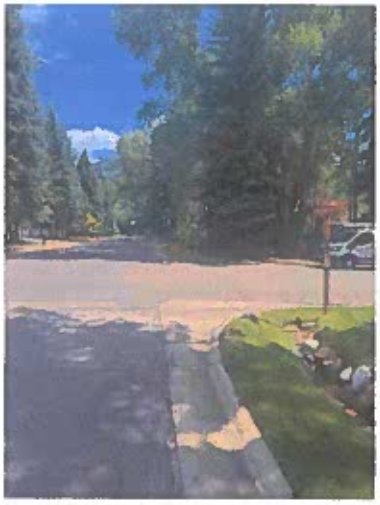
Additionally, the current state of the parking lot is adverse to the aesthetic values of our neighborhood, often filled with equipment, tents during events, trash, and dumpsters. I strongly believe that the entire parking lot should be landscaped to match the beauty of the interior campus. A thick border of foliage could help shield nearby residents from the unsightly back of house effect we deal with on a constant basis.

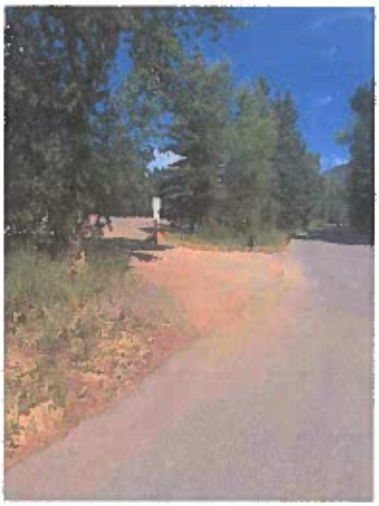




Newly proposed access to the parking area from 4th Street is extremely problematic. As you know, 4th Street is narrow and serves as both a pedestrian and bikeway. Cars, pedestrians and bicycles mixed together on a concentrated basis are a recipe for disaster. Furthermore, 4th street features one of the few flashing crosswalks at Main Street, designed to facilitate safe passage for pedestrians and cyclists.

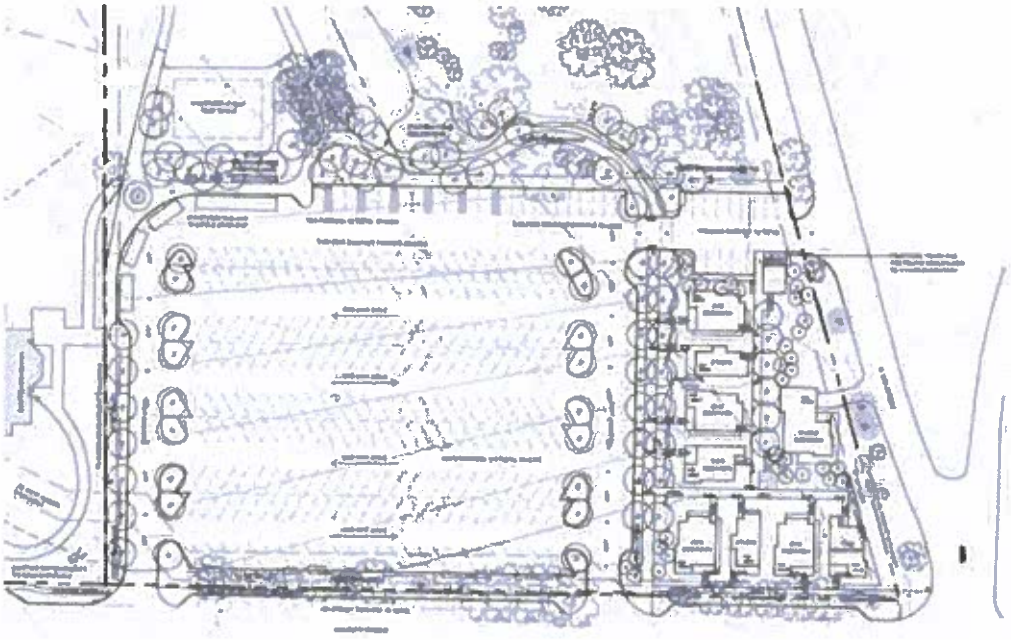



In contrast, the existing 3rd Street entrance to the parking lot is bettor suited. This street is much wider and built for accessibility to the parking, making it a more suitable option for any existing and additional traffic. As far a I am aware, no traffic study has been presented to council at this time.





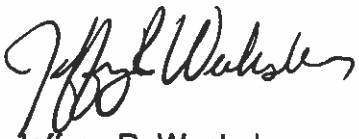
In the event that proposed employee housing is approved, I respectfully request that balconies face inward, with a requirement that barbecues and recreational equipment are also directed towards the interior of the Music Festival property. Furthermore, it is essential that the housing be well landscaped to reflect proper consideration for the neighboring community.



In conclusion, I respectfully urge you to consider these issues when approval of this housing project is presented. It is imperative that we prioritize the harmony between our cherished institutions and the community that surrounds them.

Thank you for your attention to this important matter.

Sincerely,



Jeffrey R. Wechsler
wexjam@mac.com
(305) 804-2100

Jeffrey Barnhill

From: Seth Berger <bbrny@hotmail.com>
Sent: Tuesday, September 16, 2025 10:12 AM
To: Jeffrey Barnhill
Cc: City Council; Tracy Terry; J Belliot
Subject: AMFS Housing Proposal - Neighborhood Concerns and Request for Planning Consideration

Hi Jeffrey,

I hope you are well.

I am a long-term full-time homeowner and resident at 314/312 W. Gillespie Street and a strong supporter of the Aspen Music Festival and School. Over the past year, I've had constructive conversations with Jenny Elliott regarding AMFS's proposed housing project, and I appreciate her thoughtful and communicative approach. Jenny has heard many of the concerns outlined below—along with others from the neighborhood—and to the credit of the AMFS team, aspects of the design have evolved in a positive way.

That said, a number of important issues remain unresolved and will require continued attention and refinement as the project moves through the City's review process. These concerns are grounded in a shared recognition that while AMFS plays a vital cultural role in Aspen, it remains a large, high-intensity institution operating within a quiet and historic residential neighborhood—there should not be a conflict in character where the two meet.

That reality should inform the City's review—particularly at the neighborhood edge—where issues of screening, maintenance, scale, design, and overall density must all be thoughtfully addressed. Separately, the appropriateness of who will be living in the housing is also a central issue—one that carries real implications for neighborhood stability and long-term character.

<u>Resident Eligibility and Neighborhood Character</u>

A primary concern among neighbors is the scope of who would be allowed to live in the proposed housing. Based on current information, it appears that units could be used by full-time and part-time staff, seasonal musicians, students, and potentially individuals affiliated with other non-profits during off-seasons. This range is far too broad for a stable, full-time residential neighborhood like the West End.

Introducing seasonal or short-term residents creates a transient dynamic that many of us feel is out of place in this setting. Whether the housing is characterized as "employee" or "affordable," the idea of adding density for the purpose of accommodating temporary or rotating populations—such as summer musicians or students—is deeply concerning and risks altering the character of the neighborhood in lasting ways.

We do not believe any plan should be approved that allows for transient housing use. If AMFS has a need to house full-time, year-round staff—individuals who contribute to the neighborhood as true neighbors—that is a very different discussion, and one many of us are open to having. But housing that operates more like seasonal dormitories or institutional overflow is not appropriate in this location.

Screening and Perimeter Treatment

While the AMFS campus itself is beautifully maintained, the perimeter along Gillespie Street has long been neglected. The edge that borders the neighborhood lacks thoughtful design and upkeep and stands in stark contrast to both the care shown to the campus interior and the nearby private homes. Many of us feel this stretch has been treated as a "back-of-house" zone, and it shows.

The parking lot in particular is a source of concern. Throughout the year, it holds cars, trucks, trailers, and other stored items—giving the appearance of a staging area rather than a residential street. If AMFS hopes to expand housing on this site, there needs to be a clear and sustained commitment to elevating the appearance and maintenance of its neighborhood-facing edge.

Specifically:

- The parking area should be visually screened from the street using high-quality landscaping and/or architectural elements. This is essential to neighborhood support.
- Landscape screening should be sufficiently mature on day one to do its job—not a promise that in a decade it will grow in.
- Any vehicle or equipment storage should be fully screened from view in a way that reflects the residential character of the area.
- Responsibility for installation and long-term maintenance of all perimeter improvements—landscaping, fencing, and screening—should rest with AMFS and be clearly enforceable through the land use process.

Parking and Traffic Management

The impact of AMFS-related parking and traffic on the neighborhood has been a persistent and unresolved issue for many years. During events, it becomes particularly unmanageable. The available onsite parking is clearly insufficient, forcing attendees to park wherever space can be found—often on private property, in driveways, in "No Parking" zones, or blocking sidewalks and fire lanes.

There is no meaningful enforcement—either by the City or AMFS—when this occurs. The result is not just an inconvenience, but a consistent breakdown of parking norms that seriously affects neighborhood livability and safety.

We assume that parking and traffic studies will be required as part of this process. But regardless of what those studies conclude, it is clear to those of us living here that the current system is not working. This is not a matter of perception—it is a longstanding and well-documented issue. We

hope and expect that solutions will not only address the projected future use, but also correct the existing problems that have gone unaddressed for years.

With increased density and a reduced site footprint, these problems could easily get worse. We believe the City has a responsibility to act as an advocate for residents in this regard. The solution cannot be to push the burden further into the neighborhood, as has too often been the case.

At a minimum:

- There should be a clearly designated party responsible for enforcement on AMFS event days, whether that is City personnel, AMFS, or a third party.
- Vehicles parked on private property, blocking driveways, or in designated "No Parking" zones should be ticketed, towed, or booted.
- Daily enforcement and traffic control should be expanded, especially around event times, to reduce chaos on narrow streets and protect pedestrian and bike access.

On that note, the pedestrian and bicycle lanes along Gillespie and Lake are routinely violated, with cars driving or parking directly on them. This already dangerous situation becomes particularly acute on event days—especially at the curve where Lake and Gillespie intersect, where visibility is limited and space is constrained. Without real enforcement, these lanes provide a false sense of safety and are increasingly likely to result in a serious injury.

An issue that also remains unresolved—particularly for residents along 3rd, 4th, and 5th Streets—is the question of primary vehicular egress and traffic routing. There is widespread uncertainty about how traffic will flow in and out of the site, and what enforcement mechanisms, if any, will be in place to manage it. While this does not directly impact my property, I share the concern and do not understand how 4th Street is seriously being considered as the primary egress route, given that 5th and 3rd are both wider and do not include pedestrian or bike lanes. Routing more traffic onto 4th would introduce unnecessary conflict between vehicles, cyclists, and pedestrians.

I assume this will be studied more closely as part of the traffic and circulation analysis, but I hope the City takes a proactive stance in evaluating the implications for these adjacent streets and ensures that the final plan minimizes impact and confusion for nearby residents. This is not a peripheral concern. Parking and traffic issues go to the heart of how the neighborhood functions. If this project is to move forward, these problems must be addressed at the source—not pushed into nearby blocks. It would also be constructive to fix the problems created by the existing facility rather than allow them to persist or worsen with expansion.

<u>Additional Design Considerations</u>

While the above points remain active concerns, there are other issues that I hope Planning (and AMFS) will remain mindful of as the process moves forward:

- The most recent iteration of the plan, having pushed a significant amount of the residential density to the interior of the site, represents a significant improvement.

- All public functions and storage of any kind should take place on the rear side of these units so that bikes, skis, shoes, seating, hammocks, and similar items are not placed on the street-facing side of the property. Similarly, external personal signage, flags, or decorations hung by residents should be restricted from the street-facing elevation. We are an extremely proud West End community, and as homeowners, we take pride in maintaining our properties and minimizing negative impact on our neighbors.

- The project should avoid institutional-looking buildings in both massing and materiality, instead favoring architecture that blends with the scale and character of the surrounding residential neighborhood. Some progress has been made in this regard, but it remains an important guiding principle.

- There should be variety in architectural styles and exterior materials to prevent the development from reading as monolithic or out of place in a historic, low-density area.

- I understand that AMFS wants to maintain the spirit of the Beyer/Bauhaus aesthetic that defines much of the internal campus architecture. That approach may be appropriate within the interior of the property, but it does not reflect the character of the surrounding West End, and should be applied with care at the perimeter, where the development meets long-established residential streets.

- In an ideal scenario, I—and many of my neighbors—would still like to see the unit planned for the corner of Gillespie and North 3rd/Roaring Fork removed from the final plan. Eliminating that unit would allow for the creation of a welcoming green space at the corner, while also helping to break up the massing and reduce the institutional feel at one of the most visible locations.

These refinements are not merely aesthetic—they are central to helping the project integrate naturally into the surrounding residential fabric and earn the support of the community.

<u>Long-Term Stewardship and Enforceability</u>

There is a real question about how solutions to the above issues are memorialized and how standards and requirements are maintained such that non-design issues are enforced in the decades to come. Whether through deed restrictions, use requirements, or other legal tools, mechanisms must be put in place to ensure that well-intentioned promises do not fade over time.

I am not planning to submit a separate letter unless required, but I do want this email to be considered a formal submittal for the record and request that you share it with the P&Z Commission members. Please let me know if there is a different format in which you would prefer to receive it. I am hopeful that these comments will be included as part of the City's review and approval process. I would also be happy to speak further or, if necessary, to participate in any upcoming public meetings related to the proposal.

Thank you for your time and consideration.

Best regards,
Seth Berger
314/312 W. Gillespie Street
Cell: 646.644.9522

Get Outlook for iOS

Jeffrey Barnhill

From: Jeremy Bernstein <jmb@jmbernsteinlaw.com>
Sent: Tuesday, September 16, 2025 1:33 PM
To: Jeffrey Barnhill
Cc: aspenwestendcommunity@gmail.com
Subject: Re: Aspen Meadows Housing Affordable Housing Porject

Hi Jeffrey - did you put my email in the packet for the meeting on 9/17?

Jeremy Bernstein
970-948-7807

Sent from my iPad

> On Sep 11, 2025, at 3:39 PM, Jeremy Bernstein <jmb@jmbernsteinlaw.com> wrote:
>
> Dear Jeffrey,
>
> I live at 610 W. North Street, Aspen, Colorado. I have lived at this address since 1993.
>
> I am writing to express my opposition to the proposed Aspen Meadows Affordable Housing Project.
>
> First, this is not a proposal for "affordable housing." It is, instead, an attempt to circumvent the established zoning regulations with respect to short-term rentals. The applicants should be held to the same standards as any other applicant that wants to essentially build a series of hotel rooms for short term renters in the West End neighborhood.
>
> Second, I oppose the proposal because it tries to dodge the parking requirements any other applicant would have to satisfy in order to build short-term rentals in a residential neighborhood.
>
> Third, I find it hard to believe the assertion by the applicants that physicists do not drive cars. The applicants should be required to demonstrate their assertion with hard facts rather than a baseless assertion based their fantasy.
>
> Fourth, although I have not conducted a formal survey, I believe that the majority of the residents of the West End will oppose this over-reaching application that will significantly and negatively impact our neighborhood. The P&Z and the City Counsel should take note that the applicants cannot vote in city elections but the residents of the West End can vote and will vote out any elected official who abandons his/her obligation to represent the will of the electorate.
>
> Sincerely,
>
> **Jeremy M. Bernstein**
> jeremy@jmbernsteinlaw.com
> 970-948-7807

Jeffrey Barnhill

From: Nancy Boenning <nancyboenning@gmail.com>
Sent: Friday, September 12, 2025 11:50 AM
To: Jeffrey Barnhill
Subject: West End Growth

Dear Jeffery, As a local working family since 1971 with three generations living here it disturbs me to read the proposal for all the intended.proposed building at the Meadows Area. When I first came to Aspen the motto was no growth and somehow that was not viable but thoughtful growth should be. This beautiful area by the Meadows with views and land and trails is so embraced by all who live here including the parking which makes it all work easily for those enjoying the area. Many times over the years I walk the area and the apartments now there are always empty with the exception of ideas or food and wine. I worked reservations in this town for 37 years and the majority of clients did not want to stay in this area as they wanted to be closer to town. So you want to construct these to serve a few clients for a small window of events is wrong. Our infrastructure is maxed right now. We can't get through Main Street any time as it is. Many buildings in town are sitting half finished so I won't bore you with my list. My motto in life is less is more. Can't we embrace what we have and not always need more. Concerned citizen.
Nancy Boenning

--
Nancy Boenning

September 16,2025

To: jeff.barnhill@aspen.gov
Subject: PMZ Public Comments

Dear Mr. Barnhill -

Thank you for the opportunity to comment on the proposed **Housing the Aspen Idea Planned Development,** which is being heard this coming Thursday, 09/17/25. Remarkably, the proposal details do not show the neighborhood streets, as though these developments are in isolation of the West End, not directly adjacent and incorporated.

My family moved to the neighborhood in 1966. At that time there was only the summer music tent, a single Institute building and the Aspen Meadows. My younger sister rode her horse over all the open space. Somewhere in the mid 1970's Exxon Oil expressed interest in developing most of the open parcel. Residents mobilized and stopped that plan. Since then, there have been several parties making proposals to develop this land, and they have been rebuffed. My mother recently passed away in that house. Our family have experienced both the exciting growth and vitality of the Music Festival and School, the Aspen Institute, the Aspen Center for Physics and the recently developed Herbert Bayer Center. We sincerely appreciate being neighbors to such world class organizations. Along with their growth has come challenges, and impacts to our neighborhood. The "Housing the Aspen Idea Planned Development" will have further impacts on the west end neighborhood.

Please consider the following comments in your review of this significant plan.

1. Let's accept the fact that this 3-part plan is an effort to gain approval under the cover of three of Aspens' biggest philanthropic organizations. Who wants to fight the Music School or the Institute? Conversely will their plans really solve any problem? Oddly, it is only because of the neighbors' efforts during the past 50-60 years, that there is any open space still available today. Ten years is way too long. If necessary, provide the developers a three-year window to complete all the work.
2. What is the final plan for the entire area? If these three sub projects are approved and constructed, is that the end? I would suggest that is probably not the case. Should the proponent be required to produce a complete master plan and agree to live with it into the future. Specifically, the master plan should require the proponents to address the entire parcel and how it will impact the surrounding neighborhoods. Alternatively, if the developments are approved, make it conditional that all remaining open space will be reserved in perpetuity. Help stop the development creep.
3. Today's plan lacks any discussion or analysis on adjacent neighborhoods' street congestion, noise, parking impact and ingress/egress issues. Specifically, our neighborhood is currently dealing with significant vehicle counts, event parking overflow, and a heavy mix of vehicles, bicycles and pedestrians on the streets. It appears this proposal reduces vehicle access to the Music Festival, to the 5th and Gillespie corner. Is that correct? Please remember that this corner is currently the only bus and shuttle route! Where in the planning is there any meaningful effort to mitigate this increase in traffic? Can the higher vehicle counts be spread across 3rd, 4th, 5th, and 6th streets? Can expanded busing services handing the proposed housing traffic?
4. I applaud the suggestion that the developers will be upgrading sidewalks along Gillespie, however with a setback of only 10 feet. A narrow sidewalk with no landscaping does not assist the neighbors in lessening the development impact along all of Gillespie. When does the sidewalk and landscaping take place? It would be logical to require (stipulate) the sidewalks and landscaping take place before any other construction/ development takes place.
5. Speaking of landscaping, I would ask the PMZ stipulate that earthen berms, quality fencing, and major plantings (6 feet and higher) be installed on the project side of Gillespie, from 3rd Street to 6th Street.

Thank you for this opportunity to comment,

Michael Collins
mskicollins@icloud.com

Jeffrey Barnhill

From: colleen collins <colleencollinsburrows@gmail.com>
Sent: Thursday, September 11, 2025 12:55 PM
To: Jeffrey Barnhill
Cc: colleencollinsburrows@gmail.com
Subject: West End Affordable Housing P and Z

Follow Up Flag: Follow up
Flag Status: Flagged

I am writing to address several glaring problems with the Aspen Idea 'campus' affordable housing proposal.

The housing is not compatible nor in harmony with the Aspen Idea ethos, land, or west end neighborhood.

The proposed Meadows housing located on tennis courts will be impactive and an ugly non welcoming eyesore to the Meadows no car, low profile, low height, historic, in scale resort. Meadows road will be a continuing but worse parking spillover strip.
The resort needs better and more parking underground, and to remain historic, understated, and not have dorm style housing looming over the preserved historic open space and meadows. It is not in the hotel or downtown district.
This housing is being created for foreign J1 seasonal Meadows workers, who are not well paid, or valued. The Meadows has turned into a private equity investment corp, fully profit driven. The Institute is also underwritten by corporations and special Interests.
Hardly not for profit.
This is not the Aspen Idea. Long term residents and community are not at the center of any of these proposals. They are looking for profitable event and temp worker housing in a residential neighborhood.
No community there.
Same for the Physics Center's proposals. Cutting new roads in and impacting open space, mature vegetation and residents is wrong.
These projects should be split out and addressed one by one.
It's disingenuous they all came in together.
This was intentional and misleading.
They are not alike.
Each one may have some legitimate needs but they are all asking for special Interest.
Please vet this.

Overall It's too much density and encroachment on the west end and our town's ancient sage meadows. You never get these back.
Cars and roads being drawn in every which way. Dena Kaye gardens and open space pushed around, taken. It is super impactful to the west end residential in all directions.
No underground parking anywhere? There is no way the same number of 274 spaces reconfigured is adequate. It's not now.
This all needs to be rethought.
The parking and impacts to the west end neighborhood are unacceptable.
These three non profit institutions (four incl Meadows resort) are repeatedly counting on the west end residential R6 zone to take care of their poor, inadequate and over flow parking problems and traffic impacts.

It's unacceptable that currently they put their spillover parking out onto the streets of the west end and think this is ok.! It's not. The city turns a blind eye and never enforces blocks of jammed full street parking for events and traffic flow.

To keep allowing building and adding impacts to the land, campus and turning a blind eye to the messes they leave out on our residential streets is not responsible planning.
People use their cars.
The 1.25 parking space requirement per unit is not working and it's overlooked.

Gillespie St from 6th to 3rd needs to be landscaped, with a well done first rate buffer, landscape plan from parking lots. Sidewalks, trees, vegetation all done first rate. NO large tree removal. Likewise parking on the inside needs to be screened and landscaped from the rest of the campus (views).
All MAA parking, three points 3rd, 4th and 5th need to share the impacts in and out and no parking enforced out on the streets. People literally park in residents' driveways, alleys and access points.
This has to stop!

Thank you for this consideration and review.

Colleen Collins

Sent from my iPhone

Jeffrey Barnhill

From: John Goldsmith <john@metropolis-talent.com>
Sent: Thursday, September 18, 2025 9:15 PM
To: Jeffrey Barnhill
Cc: Alicia Goldsmith
Subject: RE: Housing Aspen Ideas

Follow Up Flag: Follow up
Flag Status: Flagged

Additional comment following meeting of 9/17/25 kindly add to the record:

MEMORANDUM
To: Planning & Zoning Commission / City Council
From: John & Alicia Goldsmith
Date: September 18, 2025
Re: Objection to Proposed West End Neighborhood Development Project

---

Further to our prior letter, and having now attended the Planning & Zoning meeting on September 17, 2025, I submit the following additional comments:

It is troubling that Planning Staff is recommending approval of this project while outstanding and unresolved issues remain. Approving a project under such circumstances is akin to asking P&Z for approval with issues that remain problematic to Staff. It is akin to airplane maintenance clearing a plane as airworthy while simultaneously advising the pilot that an engine is inoperative—it makes no sense whatsoever.

To be clear, we are not "NIMBYs." We value the cultural richness brought to Aspen by the Institute, which we support financially, the Music Festival and Physics Center. However, this project is fundamentally out of character with the West End. Its density and the transitory nature of the proposed residents undermine the neighborhood fabric. I know my neighbors, and at least twenty of them attended the September 17th meeting to voice similar concerns.

While the Music Festival and Institute plans may have limited merit, the Physics Institute plan is a traffic disaster. The West End is already overrun with traffic every afternoon. Mitigations—yellow striping on Smuggler, making the North Street alley one-way, and adding a bike corridor—have been the equivalent of taking a pocketknife to a gunfight. Traffic routinely spills onto Francis, Smuggler and North Street, creating gridlock. Attempting to travel north–south on Fifth, Sixth, or Seventh Street during afternoon rush is not only frustrating but dangerous. Adding additional housing on North Street and Gillespie will only exacerbate this situation.

The impacts extend well beyond West End residents. Power Plant Road is heavily used by commuters as an alternative to Highway 82, particularly during peak hours. By increasing both housing and car density

in the far West End, the city will delay and inconvenience vast numbers of down valley commuters. In fact, the broader commuting public will be far more affected than any offsetting reductions in resident car trips can hope to mitigate. Thus, the proposed project compounds not only the burden on the neighborhood but also on regional mobility and efficiency.

Moreover, curb cuts for new driveways on North Street will further reduce already-limited parking, offsetting any theoretical commuter traffic savings. During the Music Tent season, parking shortages are already severe, and overflow from the Tent lot will worsen if curbside spaces are lost.

Finally, characterizing this as a “minimal impact” project inside the roundabout is misleading. Evaluated piecemeal, perhaps—but this is not an isolated project. It is an all-or-nothing proposal with more than 60 new units. That scale cannot reasonably be called “minimal.”

For these reasons, I strongly urge the Commission to prohibit advancement of this project given the significant traffic, parking, and density issues. Left unchecked, this project threatens not only the character of the West End neighborhood but also the daily functioning of Aspen’s regional commuter network.

Respectfully Submitted,

John Goldsmith

John Goldsmith
Metropolis Talent Agency
9201 Wilshire Blvd, Suite 104
Beverly Hills, CA 90210
Office: 310-273-2764
Cell: 310-488-6179
Email: John@Metropolis-Talent.com

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From: John Goldsmith
Sent: Monday, September 15, 2025 5:27 PM
To: Jeffrey.Barnhill@aspen.gov
Cc: Alicia Goldsmith <alisave@aol.com>
Subject: Housing Aspen Ideas

John and Alicia Goldsmith
601 W. North Street
9/11/2025

City of Aspen Planning and Zoning Commission
Re: Opposition to Proposed Additional Housing Units in the West End

Dear Commissioners,

Before considering approval for any of these additional housing units, we urge the City to first address the longstanding and highly problematic traffic issues in the West End. Every weekday afternoon, hundreds of cars wind their way through our neighborhood, including along North Street. If and when that problem is solved, then perhaps the community could reasonably accommodate the 200+ additional vehicles that would inevitably come with these proposed new units.

We purchased our home in the West End twenty years ago because we deliberately chose not to live in a densely populated area like the core of Aspen. Today, we can normally park in front of our house in the 600 block of North Street, except during Sunday music tent concerts. That balance will be lost if these projects move forward.

The parking outlined in the Physics project proposal is grossly insufficient. The plan provides only two parking spaces for each four-bedroom building (a studio apartment plus a three-bedroom unit). Realistically, a minimum of five spaces per building would be required. The overflow of cars from residents and visitors will spill onto North Street, which is already quite narrow in this area. Residents are already familiar with the fact that the U.S. Postal Service refuses to deliver mail if a car is blocking a mailbox—something that would become a recurring problem with increased overflow parking. Homemade signs will not solve this issue.

Further, each building in the Physics project has only a single-car garage. Where, then, will tenants store their bicycles, kayaks, paddleboards, grills, and other equipment? Inevitably, the answer will be their front porches, creating unsightly clutter inconsistent with the character of the West End.

Most importantly, across all three project proposals, the greatest deterrent to approval should be the loss of open space. The Aspen Meadows area is a tranquil, contemplative space whose very nature would be fundamentally altered—and nearly destroyed—by these developments.

For all these reasons, we strongly urge you to deny approval of these proposals until the City has adequately addressed the traffic, parking, and open space issues that are central to maintaining the livability and character of the West End.

Respectfully submitted,

John and Alicia Goldsmith

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STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving in any manner.

Jeffrey Barnhill

From: Tracy Terry
Sent: Monday, September 15, 2025 8:07 AM
To: Jeffrey Barnhill
Subject: FW: Memo to P&Z in Support of Physics Center Housing Plan

Follow Up Flag: Follow up
Flag Status: Flagged

Do I forward these onto you?

From: John Bennett <johnb@magpiefarm.net>
Sent: Monday, September 15, 2025 7:30 AM
To: Tracy Terry <tracy.terry@aspen.gov>
Subject: Memo to P&Z in Support of Physics Center Housing Plan

To Members of the Aspen Planning & Zoning Commission —

I'm writing to support the Aspen Center for Physics (ACP) housing application.

ACP is a historic component of the Aspen Idea and a core part of our uniqueness. In addition to its importance to our local community, ACP is the most important summer gathering place of the world's top physicists, who assemble here to exchange cutting edge ideas and scientific breakthroughs related to our universe, from its tiniest aspects (particle physics) to its grandest (astrophysics).

Today, Aspen's lack of affordable academic housing for visiting scientists is threatening ACP's survival. The Center's current housing plan is aimed at shoring up the institution and ensuring that it can continue contributing to both our community and our nation for decades to come.

I will focus my comments on one part of ACP's housing plan — parking and transportation — because this area is garnering attention and also because it's close to my own heart and experience.

The Essence of ACP's Housing Project

At its heart, ACP's plan is simple: build housing on-campus so that physicists will no longer need to commute there from places like Snowmass each day. This daily commute currently creates three problems:
(1) More traffic across the West End
(2) More vehicles on Highway 82
(3) More cars parking on ACP's campus

Building housing on ACP's campus is a classic form of Transportation Demand Management (TDM): *Reduce travel demand by housing people where they need to be each day.* The combination of providing physicist housing exactly where they need to be — while also restricting physicist use of cars on campus — means that ACP will need less, not more, parking than it has today.

Background

— For most of the last 60 years, virtually all physicists have stayed in locations around Aspen. In recent years, however, the disappearance of affordable housing in Aspen forced ACP to rent physicist housing in Snowmass Village and other areas.

— Historically, physicists staying in Aspen have bicycled, walked, or ridden transit to ACP's campus. Today, many are forced to rent cars and drive or to ride an ACP shuttle to campus. In addition, skyrocketing housing expenses have left many scientists simply no longer able to afford the cost of renting a Snowmass condominium.

ACP's Transportation Demand Management (TDM) Plan

ACP has a comprehensive plan to reduce vehicle usage and parking demand.

Examples:

— Housing physicists on campus so they no longer need cars to commute there
— All Snowmass housing eliminated
— No change in the overall number of physicists
— No change in the number of scientific programs
— Strict enforcement of restrictions on use of ACP's permit-only parking lot
— Physicists not allowed to park on neighborhood streets (they don't now)
— On-campus housing limited only to scientists (not rented on open market)
— An existing fleet of 150 traditional bicycles
— A new fleet of electric bicycles (including electric cargo bikes)
— 2 shared electric vehicles for occasional, unavoidable car trips
— Six new parking spaces (30% more than today) to ensure no overflow
— Physicist kitchens + a daily food truck on campus
— New offsite parking if needed, so that physicists arriving in cars from other cities can store them while staying on campus. (Most fly in and don't need this.)
— Reducing the number of physicist vehicles using ACP's parking lot will make extra public spaces available during occasional events (i.e., Wednesday 5:30 pm free public science lectures) that create non-physicist parking demand
— The *ACP Alternative Transportation Plan*: Visiting physicists receive a copy of ACP's full array of mobility options, including the Aspen Cross Town Shuttle, other free city shuttles, the Aspen Downtowner, free RFTA bus routes, ACP's shared electric and non-electric bicycle fleets, ACP's two shared electric vehicles, WE-cycle info, pedestrian & bike trail maps, physicist car-pool options, and other non-auto resources.

Taken together, these TDM measures will ensure that ACP's new housing plan *reduces* both today's need for on-campus parking and VMT (vehicle miles traveled) across the West End. In addition, ACP will be substantially reducing carbon emissions.

A Key Fact:

In the living memory of today's physicists, the existing parking lot has never overflowed from physicist parking, nor have physicists had to park cars in the neighborhood. As a group, physicists care about reducing air pollution, cutting greenhouse gas emissions, and supporting alternative forms of transportation. These are things in which they already believe.

Thanks very much for your consideration.

John Bennett
East Sopris Creek

Jeffrey Barnhill

From: John Goldsmith <john@metropolis-talent.com>
Sent: Monday, September 15, 2025 5:27 PM
To: Jeffrey Barnhill
Cc: Alicia Goldsmith
Subject: Housing Aspen Ideas

Follow Up Flag: Follow up
Flag Status: Flagged

John and Alicia Goldsmith
601 W. North Street
9/11/2025

City of Aspen Planning and Zoning Commission
Re: Opposition to Proposed Additional Housing Units in the West End

Dear Commissioners,

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Further, each building in the Physics project has only a single-car garage. Where, then, will tenants store their bicycles, kayaks, paddleboards, grills, and other equipment? Inevitably, the answer will be their front porches, creating unsightly clutter inconsistent with the character of the West End.

Most importantly, across all three project proposals, the greatest deterrent to approval should be the loss of open space. The Aspen Meadows area is a tranquil, contemplative space whose very nature would be fundamentally altered—and nearly destroyed—by these developments.

For all these reasons, we strongly urge you to deny approval of these proposals until the City has adequately addressed the traffic, parking, and open space issues that are central to maintaining the livability and character of the West End.

Respectfully submitted,

John and Alicia Goldsmith

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Jeffrey Barnhill

From: scott <scott@crestonebuilding.com>
Sent: Thursday, September 18, 2025 12:40 PM
To: Jeffrey Barnhill
Subject: Aspen Meadows P&Z

Follow Up Flag: Follow up
Flag Status: Flagged

Jeffrey:

I was in the audience last night for the P&Z meeting re Aspen Meadows Campus proposal. Unfortunately I will not be able to attend the next scheduled meeting so wanted to offer a few thoughts here.

I have been a full time West End resident and property owner since 2010.
I support the project generally with concern about vested rights and two additional comments:

1. Designate 4th Street a Bike/Pedestrian and limited vehicle route. With emphasis on pedestrian/bike amenities to offset campus participant and employee vehicle use plus more prominent pedestrian access to the music tent at 4th and North, we should encourage this initiative by promoting safe passage. Seems to make particular sense given the existing designated pedestrian walkway on 4th Street to the Music Tent from Main.
2. Route Crosstown Shuttle to turn north onto 3rd at Hallam toward the Music Tent rather than continue to 4th. This provides a more direct path for the shuttle to continue along 3rd to the identified dedicated bus access at the music tent rather than 4th Street then right at North then left at 3rd to the dedicated bus access.

Thank you.

Scott Hoffman
(970) 376-0292

Jeffrey Barnhill

From: Ricki and John McHugh <mchughaspen@me.com>
Sent: Tuesday, September 16, 2025 5:05 PM
To: Jeffrey Barnhill
Cc: Stacey Reed
Subject: Master Plan: MAA; Physics and Institute

Thank you Jeff. Following is my list from our meeting today:

Keep parking circle open;

Remember that road is narrow and there is parking on both sides during the season;

Delivery trucks are constant and large;

? Divert delivery trucks to Paepcke lot and create load-bearing roadway to do so through the West End if necessary—these UPS & FedEx trucks are already driving through the area;

Move Meadows transport cars and people moving to the tennis court area—not in the circle contributing to the problems—it's nearly the same distance for drivers to walk when a vehicle is needed at the reception area;

Subsidize Meadows's rentals to Physics people instead of requiring such a large build;

Build employee units at Castle Creek campus for the MAA so more staff isn't coming and going into town;

Establish a fund to underground the MAA parking lot (several levels) and create a park/sculpture garden on top.
I know we could do this!

Explore the privately-owned path on the west side of the road being paved or flagstoned to make it more appealing for pedestrians and bicyclists; Discuss the same for the east side of the road with the Institute;

Keeping people in any manner (walking or biking) off of the road is primary for their safety;

Thank you for your time today. It seems that the big picture for an area already impacted by traffic has not been considered. An area that is vital and important to all the residents of Aspen. To add additional housing and claim there would be no additional cars, trucks or repair vehicles and that everyone would ride a bicycle is absurd. It is equally ambiguous to claim that this is new employee housing. Again, thank you, Ricki McHugh

Sent from my iPhone

Jeffrey Barnhill

From: Sam Mosher <sammosher1951@hotmail.com>
Sent: Friday, September 12, 2025 8:23 AM
To: Jeffrey Barnhill
Subject: West end community

Hello , I am a roaring fork valley resident for over 53 years. Have adult children and 5 grandchildren here. I strongly believe that the housing development you are supporting in the west end is a horrible development... the town of Aspen has become so packed with people that spend little or no quality time here. Please keep Aspen a special place to be proud of . Sincerely, Stephanie Mosher. Respect the beauty of the West End Neighborhood
Get Outlook for iOS

Jeffrey Barnhill

From: Kelly Murphy <kelly@aspenhistory.org>
Sent: Thursday, September 11, 2025 4:37 PM
To: Jeffrey Barnhill
Subject: Meadows housing project

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Jeff,

I write regarding the Meadows housing project that will be addressed at the Planning and Zoning meeting next week.

In my role as a local nonprofit leader, I can speak directly to the challenges of hiring and retaining qualified employees, and the role that housing plays in that struggle. The high cost of living and doing business in this Valley and the shortfall of job-seekers compared to open positions make hiring good employees difficult. As a small nonprofit, Aspen Historical Society wrestles with these challenges. We must compete not only on pay and benefits, but also housing. Because we don't have any employee housing, we often lose out on qualified candidates. The ability to house employees near their place of work is critical to the health and longevity of local nonprofits and other entities. I laud organizations that endeavor to provide housing for their employees near their workplaces.

Speaking in my personal capacity rather than my professional role, I support organizations providing housing close to their places of work. I live in the midvalley and make the commute to and from Aspen several days a week for my job. The traffic is already untenable. While employers providing housing for their employees is commendable and critical, doing so in a location that requires employees to commute via over-stressed traffic channels exacerbates existing problems. I support employee housing near employees' workplaces.

Thank you,

Kelly Murphy

Kelly Murphy
President and CEO
Aspen Historical Society
620 W Bleeker Street
Aspen CO 81611
970.925.3721



Aspen Planning & Zoning Commission
City of Aspen
427 Rio Grande Place
Aspen, CO. 81611

September 17, 2025

Members of the Aspen Planning & Zoning Commission,

I represent the family, who own the house at 775 Meadows Road, directly across from the tennis courts and the proposed Aspen Institute Housing units. Unfortunately, the notice of this meeting was received by the family this morning, so no one is able to addend today's meeting. As part of the public comment process, I would like to enter the following comments into the record.

The family is of course aware of, and sympathetic to, the challenges of providing affordable housing for staff and faculty in the Aspen area. As long-time supporters of the Institute and the Music Festival they are understand the need to maintain the long-term health of the organizations. However, the selection of this site, directly across the street, raises concerns about increased traffic and congestion on Meadows Road as well as the potential impacts of light and sound in this otherwise quiet neighborhood. Particularly, when there seem to be other possible locations in closer proximity to existing areas of development on the larger site.

Upon a preliminary review of the site plan, the other two areas of proposed development are located adjacent to existing building groups, whereas this group is separated from the edge of the current campus buildings by the tennis courts. It seems that this group of 13 units could be located behind the tennis courts and closer to the existing building group that makes up the Meadows campus, visually connecting to existing density. The racetrack open space contributes significantly to the character of the area, but private development along the south side of the track obscures views into the space from the public way and the proposed location of this structure, will further cut off views from the west side, incrementally closing off the public's access to that space.

As with all new development, increasing units, increases impacts on all other aspects of daily life. Even now, events the summer at the institute cause major parking issues along Meadows Road, sometimes including cars blocking or using the driveway at the family's house.

The family requests that you consider the potential impacts to the neighbors of this new development and shift, to the extent possible, the impacts of the development closer to the existing campus, keeping the now open public views open for the public.

Regards,

Suzannah Reid
Reid Architects, inc

412 N Mill Street • Aspen, Colorado. 81611 •. 970 920 9225 • vkr@reidarchitects.com

Jeffrey Barnhill

From: Tracy Terry
Sent: Friday, September 19, 2025 9:24 AM
To: Jeffrey Barnhill
Subject: FW: Meadows Project
Attachments: Pedestrian Walkway Connecting The Ranger Station Sidewalk to Gillespie Sidewalk.pdf; IMG_3302.MOV; IMG_2430.MOV

Follow Up Flag: Follow up
Flag Status: Flagged

I will forward this to P&Z because there are movies, and you can add the pdf to the packet.
Tracy

-----Original Message-----
From: Robert Rubey <rrubey@gmail.com>
Sent: Friday, September 19, 2025 7:27 AM
To: Tracy Terry <tracy.terry@aspen.gov>
Cc: City Council <council@aspen.gov>
Subject: Meadows Project

Tracy,

If you could forward to Planning and Zoning re: the meadows project, I would be grateful. I feel the applicants have not fully considered enhancing multi modal connectivity to the 8th street bus stop in their application. I have jotted down my thoughts on what a potential connection might look like. Also included is a video of the reality of what the traffic on North is.



Protected Pedestrian Zone Proposal (connecting improved West End sidewalks)

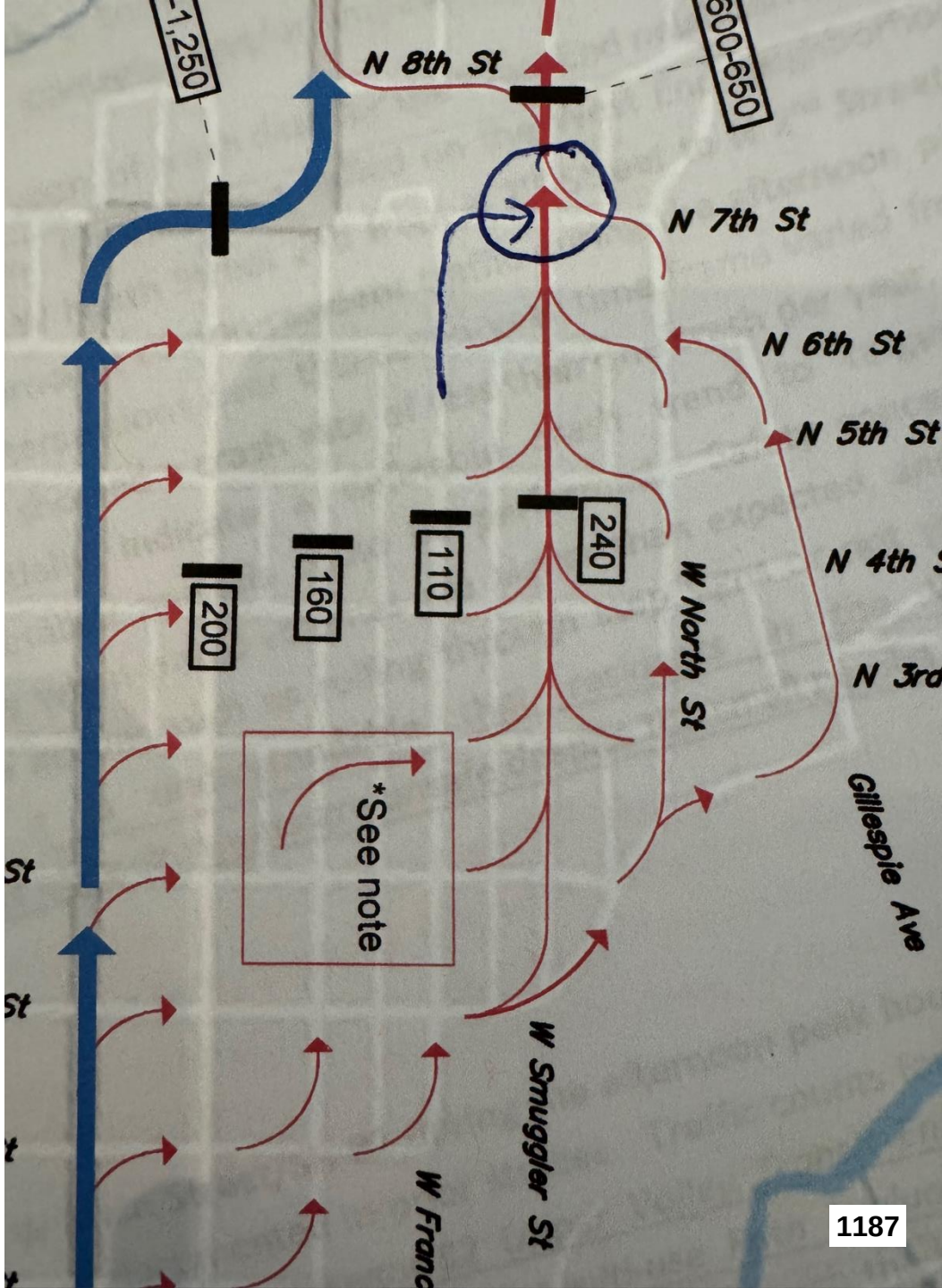
Deserves consideration, especially with the the proposed Aspen Music Festival and School, the Aspen Institute and the Aspen Center for Physics housing proposals impending before council

Multi Modal Enhancement – Connecting the improved sidewalks in the West End neighborhood with a pedestrian zone

West Smuggler and N. 7th Is a significant confluence of vehicle traffic in Aspen

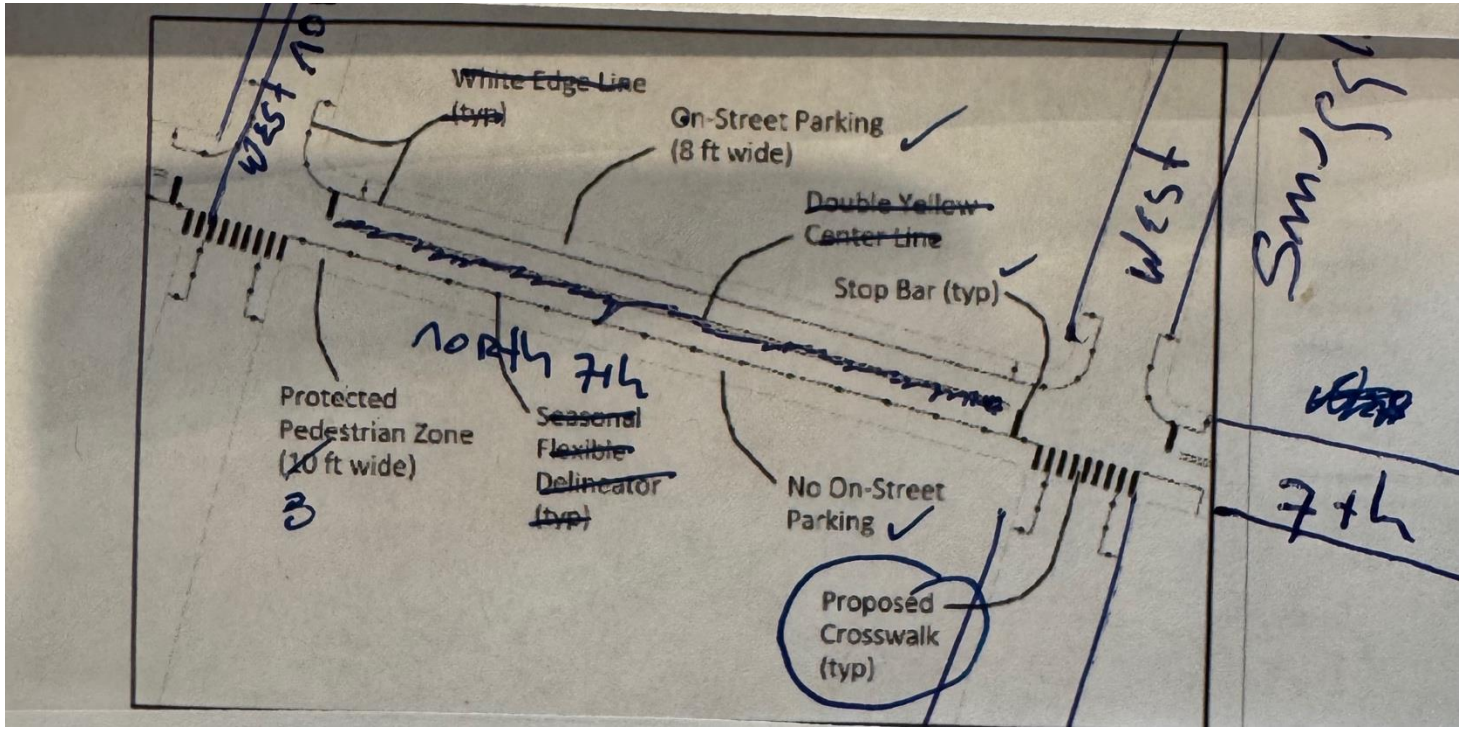
West Smuggler and N. 7th also experiences significant foot and bicycle traffic originating from the 8th street bus stop

- Most of this traffic is headed to the Aspen Music Festival and School, the Aspen Institute and the Aspen Center for Physics
- Majority of this pedestrian traffic utilizes the improved sidewalk east of the Forest Service property, continues north on N. 7th, west on W. North, North on 6th to connect to the improved sidewalk on Gillespie.
- We need a protected pedestrian zone to enhance the multi modal connection to the Meadows. Right now, there is a dangerous pedestrian 'dead zone"
  - Note: The picture on the right depicts the traffic patterns on Main and the West End (source City of Aspen West End Neighborhood Traffic study by Tuttle Transportation Group June 2022)
    - I added a hand drawn line on West Francis to depict traffic turning north on N. 7th which is very heavy in peak traffic hours

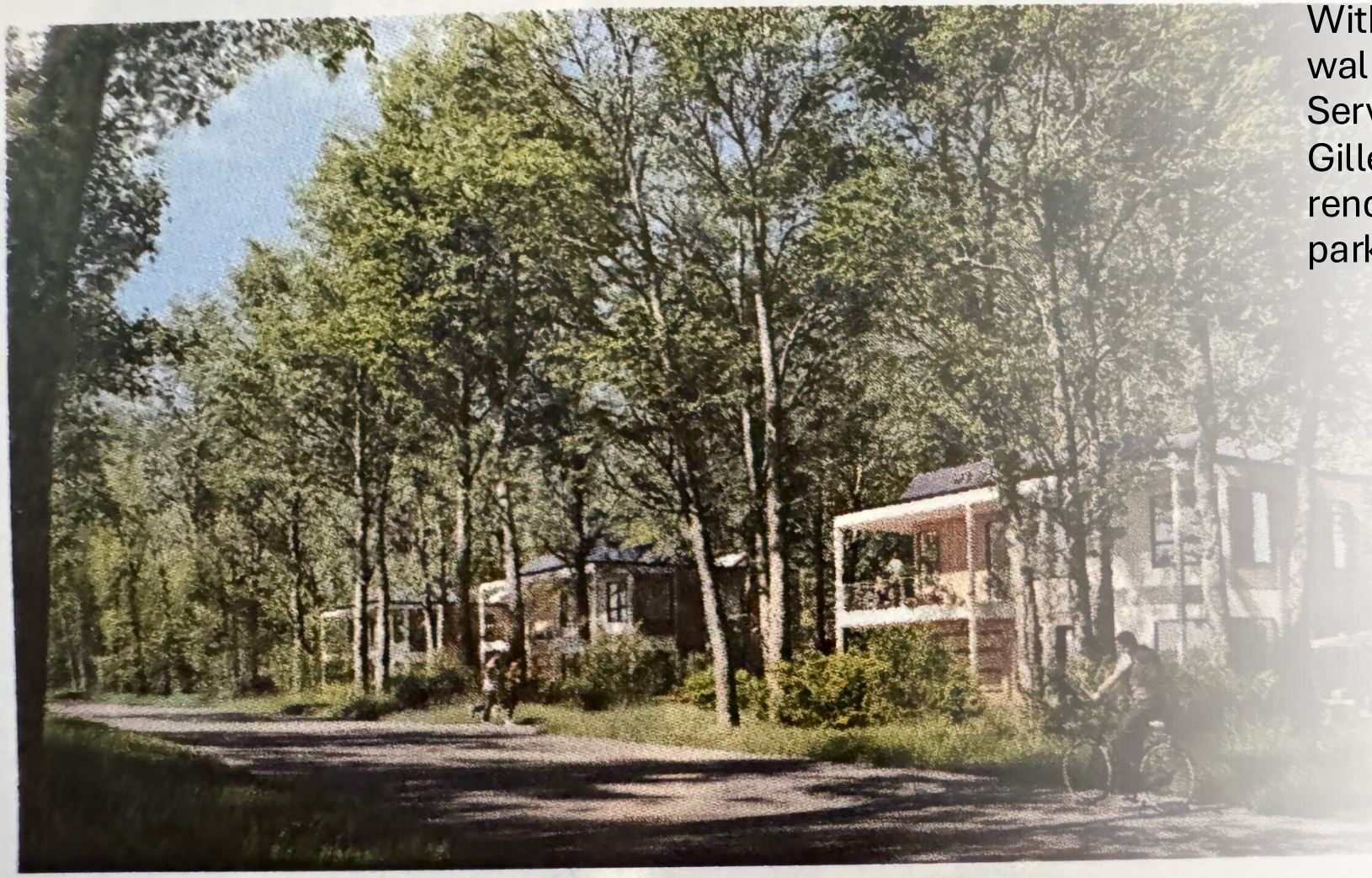


Pedestrian Protected Zone Proposal (connecting improved West End sidewalks):

- Install raised sidewalk (with manual yellow light) across the west side of West Smuggler at N. 7th
- Create an 8ft wide pedestrian Zone on the west side of N. 7th between West Smuggler and W. North (remove parking ~5-6)
- Create an 8ft wide pedestrian zone on the north side of W. North between 7th to 6th (remove parking ~6-7)
- Create an 8ft wide pedestrian zone on 6th between W. North and Gillespie (already a no parking zone)



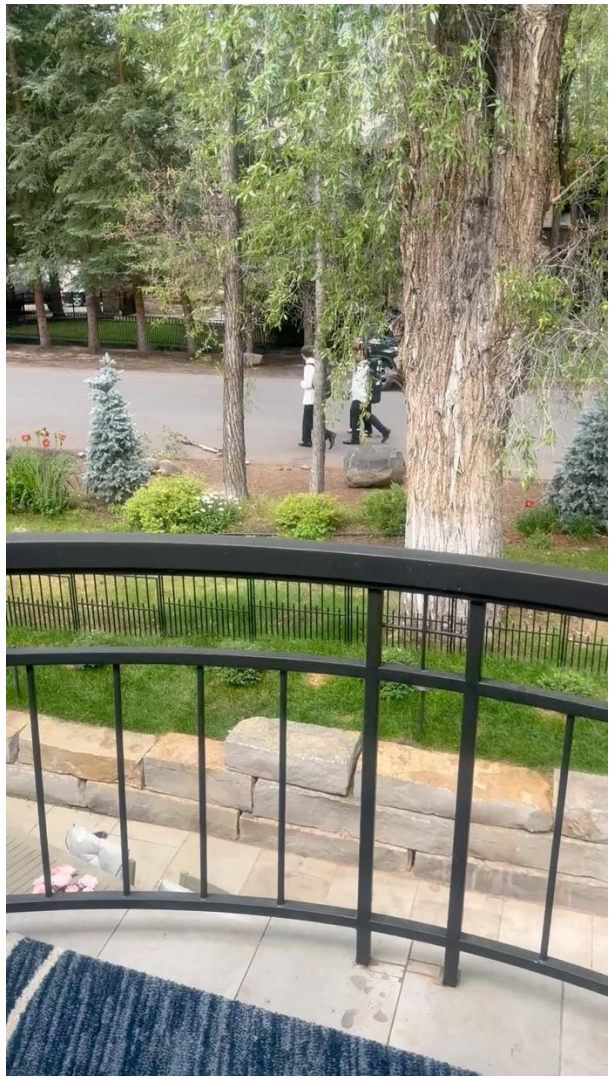
RENDERING: VIEW FROM GILLESPIE AND 4TH



ASPEN CENTER FOR PHYSICS RENDERING: FROM NORTH STREET

Without a protected pedestrian walkway connecting the Forest Service improved sidewalk to the Gillespie improved sidewalk, this rendering is a pipedream (it will be parked cars perpetually)







Examples of confluence of pedestrians and traffic at proposed pedestrian zone location (the first is N. 7th and the second is N. 7th and W. North

Jeffrey Barnhill

From: Tracy Terry
Sent: Thursday, September 18, 2025 10:37 AM
To: Jeffrey Barnhill
Subject: FW: Meadows Project Public comment

Follow Up Flag: Follow up
Flag Status: Flagged

This came in last night.

From: Robert Rubey <rrubey@gmail.com>
Sent: Wednesday, September 17, 2025 7:41 PM
To: Tracy Terry <tracy.terry@aspen.gov>
Cc: Meaghan Rubey <meaghan.rubey@gmail.com>
Subject: Meadows Project

We live full time on 501 North 7th street. We generally support the project. The applicants are a major part of the heart and soul of Aspen.

However, we feel that more consideration is warranted for:

1. Impact of construction on the West End. I have read nothing in the material that addresses the massive and detrimental impact that this will have on our neighbor while this project is being constructed.

2. Connectivity to the 8th street bus stop. We feel that the 8th street transit connection is as important as the cross town shuttle. A crosswalk is needed at West Smuggler and 7th. In addition, a protected pedestrian path is needed to connect the improved sidewalks to the east side of the forest service to improved sidewalks south of the physics center. Throughout the summer, we watch music students struggle against the crush of traffic (34% of all traffic exiting Aspen) and frankly it is just sad and inconsistent with the spirit of Aspen. We can do better.

3. Three curb cuts on North. We feel that is more consistent with a suburb in Kansas City than housing in the West End. Most parking is accessed by alleys not driveways. We would prefer no parking as opposed to the proposed six spaces. We feel this type of front side parking is completely inconsistent with the neighborhood. We can do so much better. Let's not rush this approval. Let's get it right.

Meaghan and Robert Rubey

Jeffrey Barnhill

From: Mike von Grey <mike@vongrey.com>
Sent: Sunday, September 21, 2025 7:55 PM
To: Jeffrey Barnhill
Subject: New affordable housing project at Aspen Meadows

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Jeffrey:

My wife Hillery Head & I are homeowners in the West End. I've heard (indirectly) about the proposed initiative to add affordable housing in/around the Institute campus. I generally support such initiatives. Are there any written materials/presentations that you might forward to me to educate myself on the plans?

I'll respond more fully after reading any materials, but I suspect my main concern (and that of others) will be traffic/congestion/safety. I would point out two considerations worth putting forward:

1. The West End is a commonplace cut-through during afternoon working day hours. If the City could apply more police presence/ticketing to dissuade commuters from abandoning Main Street, that would already reduce traffic.
2. But with the prospect of more residents (presumably driving and also using the Crosstown Shuttle), I would encourage that the existing pedestrian routing on 4th St (which has a painted safety strip for safe pedestrian passage) maybe be expanded to be bike/pedestrian with highly restricted car traffic (winter and summer.) Instead, direct N/S traffic onto 5th and 3rd. That could include redirecting the Crosstown to proceed down Hallam and turn onto 3rd (versus 4th), returning on 5th (as presently.) That would ensure that pedestrians and cyclists would have designated route to proceed N/S, without having to compete with cars & buses.

Thank you for your consideration. I look forward to receiving/reviewing any materials and will happily help to disseminate information to my neighbors in the area too, if that would be helpful.

Best wishes,

Mike von Grey
(678) 524-3300

Jeffrey Barnhill

From: Tracy Terry
Sent: Wednesday, October 22, 2025 11:35 AM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True
Subject: FW: Housing the Aspen Idea

One more.
Tracy

-----Original Message-----
From: Jordan Cohen <jkcohen1@cox.net>
Sent: Saturday, October 18, 2025 11:14 AM
To: Tracy Terry <tracy.terry@aspen.gov>
Subject: Housing the Aspen Idea

I live in the West End on 3rd St between Hallam and Francis. I appreciate and understand the concerns of my neighbors on the proposed housing project.

However, I am in full support of the proposed housing concept. We all have our own issues with buses, traffic and parking in the neighborhood. At times, 3rd St is no dream. But we all need to be open to new ideas and support the people that support us.

Feel free to contact me with any questions, clarifications or rebuttal.

JKC
Jkcohen1@cox.net
602-321-4137
Sent from my iPhone

FERGUSON SCHINDLER LAW FIRM

RYAN J. DOUGHERTY
ryan@fsaspenlaw.com

October 15, 2025

***VIA* E-MAIL**
City of Aspen
Community Development
Planning and Zoning Commission
Attention: Ben Anderson, Director and Jeffrey Barnhill, Planner 1
427 Rio Grande Place
Aspen, CO 81611

RE: *4th Street Pedestrian Preservation Coalition's Objections to Aspen Meadows Campus Planned Development Application – LPA-24-104.*

Dear Community Development Department, Planning and Zoning Commission, and Messrs. Anderson and Barnhill:

This firm represents Residents for 4th Street Pedestrian Preservation ("4th Street Coalition"), a Colorado Nonprofit Corporation. The 4th Street Coalition consists of at least five residential property owners on N. 4th Street, each of which will be substantially impacted by the pending Aspen Meadows Land Use Application submitted by the Aspen Institute ("Institute"), Aspen Music Festival and School ("AMFS"), and Aspen Center for Physics ("Physics") on September 13, 2024, which was given Application No. LPA-24-104 ("Application"). The general purpose of the Application is for each of the three applicants to reconfigure their respective properties to construct affordable housing for staff, employees, and students. As proposed, the affordable housing will generally be used for short-term, transient occupants—something that has been a controversial topic of late for the City of Aspen ("City").

The purpose of this letter is to detail the 4th Street Coalition's opposition and objections to the Application as currently proposed before the October 15, 2025, Planning and Zoning Public Hearing, and request that this letter be included in the Application's file for Community Development staff, Planning and Zoning, and City Council review. The 4th Street Coalition has several concerns about the proposed project and the impact of a large and dense affordable housing project in this long-established West-end single family residence neighborhood.

The 4th Street Coalitions' preliminary concerns are: (a) the Application's failure to meet Aspen Municipal Code Project Review Standards for compatibility and access, and circulation – particularly the newly proposed 4th Street Access to the AMFS parking lot; (b) failure to comply with Planned Development compatibility Review Standards regarding compatibility, safety, traffic, and circulation; (c) less than sufficient parking to accommodate these new, extremely dense, structures; and (d) the requested and unwarranted 10-year vested rights.

I. Pertinent Application Details and Background.

The purpose for the Application is to develop new housing on the Aspen Meadows Campus for each of the three applicants. The breakdown of what the applicants are requesting is as follows:

- AMFS is seeking approval to construct nine separate 1 and 2-story multi-family buildings at the corner of 3rd Street and Gillespie Ave. intersection. Those nine buildings will be comprised of thirteen (13) total units containing 2 studio units, 8 one-bedroom units, 2 two-bedroom units, and 1 three-bedroom units. AMFS is asking for 24 FTE credits. The Institute proposes 13 units consisting of 2 one-bedroom units, 9 two-bedroom units, and 2 three-bedroom units.
- The Institute is asking for 2.75 FTE credits. Physics proposes constructing 31 total units in eight separate buildings, consisting of eleven studio units, 8 two-bedroom units, 11 three-bedroom units, and a "dorm unit".
- Physics describes its housing request as "Academic Housing", much like dormitories found across college campuses and represents that its proposed house will have no long-term tenants. The total floor area proposed by Physics is 23,072 sq. ft.

The applicants claim that it will use the proposed housing for full-time staff, part-time staff, visiting professors, physicists, scientists, musicians, and students. In other words, these newly proposed housing units will serve as short-term "affordable housing" for individuals that come and go to the Aspen Meadows Campus. This alone is inconsistent with the surrounding neighborhood. The neighboring properties are all single-family homes.

Importantly, AMFS's updated site plan includes restructuring its current parking lot off Gillespie Avenue. The parking lot has been reconfigured to accommodate AMFS's requested affordable housing. In doing so, AMFS has removed an entrance from N. 3rd Street, and relocated an entrance from N. 4th Street. I have included AMFS's Updated Site Plan Map below for reference.

AMFS Updated Site Plan



Conveniently, AMFS does not depict N. 4th Street in its updated site plan and has ignored any resulting impacts on the surrounding area caused by moving the main access to the parking lot to N. 4th Street. The newly proposed entrance is aligned perfectly with N 4th Street. For reference, I have included a map below of how AMFS's property exists today, including N. 4th Street:



The new entrance, if allowed, will be directly across from N. 4th Street.

As it has functioned for decades, visitors to AMFS's facilities enter off 3rd Street, and exit on N. 5th Street. AMFS's new proposal introduces a parking lot entrance directly across from 4th Street (where it previously terminated as seen above), and an exit to N. 5th Street. If the Application is approved, the only vehicles that will be allowed to access the newly proposed parking lot from N. 3rd Street will be buses and shuttles. Allowing this configuration will be highly detrimental to the 4th Street Coalition and the West End neighborhood. AMFS's proposed entrance across from N. 4th Street should be prohibited to protect the West End and its residents.

Importantly, each Applicant seeks 10 years-vested rights for purposes of building the proposed structures. Allowing 10-year vested rights for three separate institutions to effectuate potential approvals will result in more than a decade worth of construction in the West End.

II. The Application Should be Denied Because it does not Comply with the Purpose of a Planned Development and does not meet Review Standards.

The purpose of the Planning and Zoning Commission and City Council is to determine denial/approval of the Application based on whether the Application meets Review Standards set forth in the City of Aspen Municipal Code. The Application seeks to amend the existing Planned Development for the subject properties. Because each of the buildings is considered a multi-family development, the reviews are subject to Residential Design Standards Section 26.410.40.

Aspen Municipal Code Sec. 26.445.010, states the purposes of a Planned Development, and provides, in relevant part:

> The purpose of Planned Development review is to encourage flexibility and innovation in the development of land, which (in relevant part):
>
> (b) Achieves a more desirable development patterns, a higher quality of design and site planning, a greater variety I the type and character of development and a greater compatibility with existing and future surrounding land uses than would be possible through the strict application of the zone district provisions…
> (e) Incorporates an appropriate level of public input to the planning process to ensure sensitivity to neighborhood and community goals and objectives…and
> (f) Promotes safe and convenient transit, pedestrian, bicycle and vehicular access and circulation.

(emphasis added).

Aspen Municipal Code Sec. 26.445.050, titled Project Review Standards, sets forth the review standards that the Planning and Zoning Commission and City Council "shall consider." In relevant part, the City must consider:

> (1) the compatibility of the site plan (Code Sec. 26.445.050(c));
>
> (2) design standards to ensure the proposed materials are compatible with those typically seen in the immediate vicinity;
>
> (3) pedestrian, bicycle & transit facilities to ensure that all vehicular access points or curb cuts minimize impacts on existing or proposed pedestrian, bicycle, and transit facilities;
>
> (4) public infrastructure and facilities to ensure that the Proposed Development will upgrade public infrastructure and facilities necessary to serve the project at the sole cost of the developer; and

(5) access and circulation to ensure perpetual unobstructed legal vehicular access to a public way.

This same section also authorizes the City to require specific designs, mitigation techniques, and implementation timelines to ensure compliance with these review standards.

Contrary to the applicants' representations in the Application and the presentation on September 17, 2025, the Application—as submitted—does not meet several mandatory standards, including those governing compatibility, traffic, safety, and circulation. As set forth in more detail below the Application does not propose a compatible site plan with the context and visual character of the area. It does not propose materials compatible with those typically seen in the vicinity. It does not minimize impacts on existing or proposed pedestrian, bicycle, and transit facilities—something that must be "prioritized over vehicular facilities and improvements". It does not upgrade public infrastructure and facilities. And the proposed new entrance to the AMFS parking lot obstructs 4th Street residents' access to their properties. The Application fails to meet all these standards and should be denied for these reasons so that the applicants can resubmit a compliant application.

These reasons, as well as many others, are why the Application has seen such strong opposition. The public turn out at the September 17, 2025 Planning and Zoning Commission meeting is proof of the same. Dozens of surrounding property owners attended the meeting to share their opposition to the Application but were not allowed to voice their objections due to time constraints.

The City should deny the Application for three primary reasons. *First,* AMFS's redesigned parking lot and relocated accesses directly impact existing pedestrian and bicycle access, will cause significant safety issues, do not upgrade public infrastructure necessary to serve the project; and interferes with vehicular access to 4th Street residences. *Second*, the proposed site plans for each of the applicants are not compatible with the immediate vicinity, the building designs fall short, and they lack any upgrade to public infrastructure. *Third,* the requested 10-year vested rights is unwarranted.

i. <u>The proposed parking lot and entrances will cause traffic and safety issues and do not meet Review Standards:</u>

a. *AMFS's new parking lot access to N. 4th Street violates Review Standards and must be prohibited.*

As currently constructed, the AMFS parking lot has two accesses from N. 3rd Street, and an exit to N. 5th Street. For decades, AMFS visitors accessed the parking lot from N. 3rd Street, and exited to N. 5 Street. N. 3rd Street and N. 5th Street have been built out to accommodate those traffic flows. They are wide thoroughfares complete with curbs, drainage, and other important infrastructure to facilitate heavy vehicular traffic.

AMFS is seeking to reconfigure its parking lot to remove an existing access off N. 3rd Street and construct a new access and curb cut directly across from 4th Street—making 4th Street, as it currently exists—the primary access to the AMFS parking lot. N. 4th Street, when compared to N. 3rd Street and N. 5th Street, lacks all necessary infrastructure to become the main traffic artery to

AMFS's parking lot. In comparison to surrounding roads, it more resembles an alley then a road. There are no curbs, no curb cuts, no drainage, no sidewalks, and it is extremely narrow. It is also encumbered by a bicycle and pedestrian lane running north and south from Main Street to Gillespie Ave. The existing City bus stops and pedestrian walkways are oriented to direct all bike and pedestrian walking traffic to N. 4th Street. Many 4th Street homeowners are also already forced to park in cutouts located at the boundary of their respective properties. Other homeowners are forced to back out of their driveways into 4th Street, and in doing so, they block the entire road because of its narrow construction. Simply put, N. 4th Street, as it exists, is not built with the infrastructure to facilitate significantly increased traffic flows to and from AMFS.

Conveniently, the Application lacks any meaningful or detailed discussion about how the primary access to the parking lot will now be from N. 4th Street. The applicants' presentation on September 17, 2025 lacked any discussion regarding the same. It is as if these impacts have been completely ignored by the applicants and the City. The Application only performed a level 1 traffic study, which analyzed the number of "trips" to and from the Aspen Meadows Campus if the Application is approved. It did not analyze redirected traffic flows based on this new configuration and whether or not N. 4th Street is suitable for those flows.

The Application proposes no upgrades to public infrastructure to accommodate this traffic influx to 4th Street. Indeed, allowing such an influx will interfere with existing bicycle lanes and pedestrian walkways, which must be prioritized under the Review Standards. It will also result in significant health and safety concerns. Congesting N. 4th Street with traffic, bicycles, and pedestrians will put all users at risk—specifically when modern mapping and direction applications, such as Google Maps, Apple Maps, and the like—direct vehicles to use the shortest route, N. 4th Street. Directing traffic to N. 4th Street will also substantially interfere with and obstruct 4th Street owners' access to their own properties. This has been a complete oversight by the applicants and the City, and it must be addressed before approval.

The 4th Street Coalition does not want any upgraded infrastructure either. Any widening of N. 4th Street would require acquisition of private property from adjacent homeowners, raising potential constitutional and statutory concerns. The 4th Street Coalition opposes any expansion of 4th Street right-of-way for this reason.

The solution is to remove AMFS' proposed new parking lot access and require all ingress and egress to and from the Aspen Meadows Campus to occur as it has for nearly five decades—from N. 3rd St. and N. 5th Street. How that should happen needs to be addressed by the applicants, Planning and Zoning Commission, and City Council. Based on the Staff Report and conversations between the applicants and the City, this has somehow been <u>completely ignored</u>. For this reason, the Application should be denied until addressed accordingly.

If the City allows AMFS's N. 4th Street access, the City and applicants, as an alternative, should consider requiring all access from 3rd and 5th Street and implementing a left or right turn only on Gillespie Avenue when exiting AMFS parking lot. To ensure compliance with the left or right turn only requirement, the City and applicants should also consider installing removable blockades where Gillespie Ave. meets 4th Street (like those currently at the "S-Curve"). Using removable blockades would allow for emergency access but also prohibit N. 4th Street from being used as the main thoroughfare.

b. *AMFS Bus and Shuttle Routes should be moved to the north parking lot.*

If the Application is approved, all buses and shuttles will access AMFS from N. 3rd Street entering through a newly located parking lot entrance and exit on N. 5th Street. The congestion, traffic, and safety issues that the applicants cause to the West End during the summers is already a well known problem for all West End residents. Dring the summers, vehicles are speeding, pedestrians are walking in all directions across residential roads, bikes are zooming wherever they please, and buses and shuttles navigate their way through all of it.

As a suggestion, the 4th Street Coalition proposes that all bus and shuttle traffic turn at N. 3rd Street, proceed to the AMFS parking lot north of the music tent, drop off their passengers, and return back to their routes via N. 3rd Street. This will significantly decongest Gillespie Ave. and N. 5th Street. The infastructure for bus and shuttle access in AMFS's north parking lot already exists. See below for reference:



AMFS's north parking lot is already designed in a loop, allowing buses and shuttles to easily drop off passangers and continue back to N. 3rd Street. It is also a more convenient location to access AMFS facilities. This is a good, safe, and logical alternative to what is currently proposed in the Application.

c. *AMFS parking needs to be readdressed in this process.*

AMFS parking should be readdressed as a whole. The parking, as it exists, is considerably insufficient to accommodate its patrons during summer events. When the parking plan was approved years ago, it was before visitors utilized the lawn. During each event the West End is inundated with patrons walking and biking through the streets, while visitors with vehicles utilize every available road parking spot in the West End. AMFS has ample property to develop more parking and alleviate the impact on its neighbors. That needs to be addressed now. This Application fails to address it entirely, and instead shrinks the parking area, congests N. 4th Street (a road not suitable for consistant traffic) with a new enterance, and interferes with existing bicycle

and pedestrian lanes and walkways. AMFS should bare the burden of parking for its constituents, not its neighbors.

Notably, if there was ever an emergency at the Aspen Meadows Campus that required hundreds/thousands of individuals to evacuate, the infastructure is insufficient to allow a timely and safe departure. Hundreds of pedestrians would obstruct exiting vehicles, and there would be an immediate bottleneck on Gillespie Ave. and N. 4th Street. The City should not approve a Planned Development application where the infastructure for ingress and egress is unsafe and insufficient. Approving the Application does not promote safe and convenient transit and circulation and goes against a core purpose of the Planned Development Review. Approving this application without addressing traffic impacts on N. 4th Street, bus routes, and AMFS parking as a whole would qualify as arbitrary and capricious. These impacts must be understood before approval.

ii. <u>The proposed Site Plans and Designs are not compatible with the immediate vicinity.</u>

Aspen Municipal Code Sec. 26.445.050(d)(3) provides, "the project is compatible with or enhances the cohesiveness or distinctive identity of the neighborhood and surrounding development patterns." Similarly, Aspen Municipal Code Sec. 26.445.050(e), titled "Design Standards," states "the design of the proposed development is compatible with the context and visual character of the area." The Application satisfies neither of these standards.

The proposed housing does not enhance the cohesiveness or distinctive identity of the single-family neighborhood in Aspen's iconic West-end. It does the opposite by proposing over a dozen new multi-family buildings and even dormitory style buildings. The proposed housing will add a significant amount of density and amplify existing parking, vehicle (private and mass) traffic, and pedestrian walking and bicycle traffic. Physics is even proposing providing 150 e-bikes to their visitors, which is another known controversial issue in the City.

The entire surrounding West-end neighborhood is comprised of well-designed, and larger homes in the beautiful setting of the West-end. It has no multi-family housing – including no apartments, dormitories, townhomes, or the like other than approved ADU's. Multi-unit, and affordable housing units, though important, are not compatible with the existing residential area. Dormitories, as Physics proposes, certainly do not meet these criteria. There is little to no new development in the neighborhood—certainly, none for dense blocky buildings that are inconsistent with the existing charming character that make these properties extremely valuable.

The Application is not compatible with the context and visual character of the area either. The renderings set forth in the Application establish as much—even after the applicants revised their submissions. They are bland rectangular/square buildings (small and large) appearing to be built with less expensive materials. The housing units, regardless of what property they are on, will stand alone in the immediate neighborhood. The surrounding neighborhood is comprised of beautiful, intricate, and large residential single-family homes with high values. These proposed multi-family units are not compatible in values or neighborhood aesthetics – and are designed sharp exterior lines that are consistent with modular prefabricated homes.

This is all not withstanding the fact that the use of the housing units alone is not compatible. The West End is comprised of single-family homes occupied primarily by all owners. The

suggested affordable housing project is to house visitors to the respective institutions on a "come and go" as needed basis. Occupants will be transient, staying for only a short amount of time. The housing project, as proposed, suggests building structures to be used as dormitories and temporary housing for professors, students, physicists, musicians, researches, and more. Inviting hundreds/thousands of individuals to use these units every year is clearly not compatible with the single-family residential dwelling West End.

These proposed buildings do not meet the applicable Review Standards and will not meet the Detailed Review Standards at later stages of the application review process. Thus, the Planning and Zoning Commission should preserve City resources by denying the Application for failure to meet Review Standards now.

The City should not approve the Application. The applicants must address and resolve many issues before approval. Given the numerous issues in the Application, AMFS's best course of action is to reapply.

iii. Granting 10-year vested rights to the Applicants will be severely detrimental to the West End.

The Application seeks 10-year vested rights to each of the individual applicants, as opposed to the more typical 3-year vested rights. Allowing 10-year vested rights to three individual institutions with varying resources is highly concerning to the 4th Street Coalition. In practice, and applying this over the next 10 years, this will likely result in more than a decade worth of constant construction at the Aspen Meadows Campus. West End owners should not be subject to that disruption.

At the September 17, 2025 Planning and Zoning Commission meeting, the applicants were asked what their timelines for construction looked like and what funding efforts they had each undertaken. The applicants' answers geartly varied. The Instutite said they needed some time to finish their plans, but it already had the necessary funding. AMFS represented it needed more time for engineering, and it had just embarked on fundraising efforts. Physics said it had not taken any steps towards design, and that it had not undertaken any fundraising efforts.

Assuming all of this is true and the City approves 10-year vested rights, the Instutite would likely start construction in the next 2-3 years and take the same duration to complete the project. Shortly thereafter, AMFS would do the same, and then Physics would commence construction. Allowing these applicants to disrupt the West End with constrant construction over the course of the next decade (and maybe more) is not in the best interest of the City, or its residents. That goes without saying that the applicants could apply to extend their vested rights 10 years from now. The 4th Street Coalition asks that if approved, the vested rights be reduced to 3 years.

III. Conclusion.

The 4th Stree Coalition opposes the current Application for the reasons set forth above and requests that the City deny the Application.

In the event the City seeks to approve the Appliction or the applicants comes back with an Application that satisfies the requirements of the Aspen Municipal Code, the 4th Street Coalition

proposes that the City and the applicants address the following to ensure compliance with the Review Standards:

1. Removing access to and from the AMFS parking lot on 4th Street;
2. Implementing enforcement measures, such as a 4th Street blockade at the Gillespie Ave. intersection if 4th Street access is allowed;
3. Ensuring the importance of pedestrian and bicycle traffic;
4. Moving bus and shuttle routes to AMFS north parking lot;
5. Addressing AMFS parking situation as a whole;
6. Addressing design and compatibility standards for the buildings; and
7. Allowing only 3-year vested rights.

We request that (1) this letter be included with all reference packets that concern the Application and (2) advance notification as impacted owners of all meetings and hearings.

Please feel free to reach out to me to discuss the issues raised in this letter. You can reach me by email, or at (970) 925-6288.

Very truly yours,



Ryan J. Dougherty

Cc: Matthew C. Ferguson, Esq. (v*ia* e-mail)

Jeffrey Barnhill

From: Ryan Dougherty <ryan@fsaspenlaw.com>
Sent: Wednesday, October 15, 2025 11:21 AM
To: Ben Anderson; Jeffrey Barnhill
Cc: Matthew Ferguson
Subject: 4th Street Pedestrian Preservation Coalition's Opposition and Objections to Aspen Meadows Campus Planned Development Application
Attachments: 4th Street - Letter to City of Aspen 4909-9932-6323 v.1.pdf

Importance: High

Messrs. Anderson and Barnhill,

Please find my attached letter detailing the 4th Street Pedestrian Preservation Coalition's opposition and objections to the Aspen Meadows Campus Planned Development Application. The 4th Street Pedestrian Preservation is a nonprofit organization comprised of property owners on N. 4th Street. Based on our review of the Application and the City of Aspen Municipal Code, the Planning and Zoning Commission should deny the application this evening (or whenever the vote occurs) for failure to meet code standards. We have addressed each of those standards in my attached letter.

We realize the second meeting is this evening. Please include this letter in the application file for the P&Z commission and City Counsel review going forward. We would also appriciate it if you circulated this letter to P&Z commission members before the site visit and meeting this afternoon.

Please let me know if you would like to discuss.

Thank you,

Ryan

FERGUSON SCHINDLER LAW FIRM

RYAN J. DOUGHERTY
ryan@fsaspenlaw.com
119 S. Spring St., Suite 201 | Aspen, CO 81611
(970) 925-6288 | fsaspenlaw.com

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Jeffrey Barnhill

From: Tracy Eggleston <tracyaspen10@gmail.com>
Sent: Tuesday, October 14, 2025 3:38 PM
To: Jeffrey Barnhill; Bubba Eggleston
Cc: Tracy Eggleston
Subject: Aspen Meadows / P&Z considerations

Hi Jeffrey,

I hope you're doing well. My husband and I and are two kids live in the West End and wanted to share a few thoughts regarding the Aspen Meadows Campus proposal. I attended the Planning and Zoning meeting about a month ago. Unfortunately, we'll be out of town this week for Fall Break, so we'll miss the site visit and meeting tomorrow. I'm hoping this note can be considered in our absence.

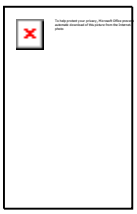
We've been full-time residents and property owners in the West End since 2002, and over the past two decades, we've watched our neighborhood grow increasingly active, not just with cars, but with pedestrians and bikes as well. The addition of the Hallam bike path and the pedestrian friendly walkway along 4th Street from Main to the Music Tent has been a wonderful improvement for safety and accessibility.

Our primary concern is the proposed vehicle access onto 4th Street adjacent to the pedestrian path going into/out of the parking lot. The existing pedestrian route flows directly into that area, and introducing vehicles next to it would create a real safety issue. Many of us walk that path daily, and it's well understood as a designated pedestrian path. At last month's meeting, this access point was briefly mentioned but not clearly defined in the application. Given its potential impact, I strongly believe vehicle access here should be an absolute *no*.

If the intention of the project is to promote biking and walking, as all three representatives emphasized, it would be more consistent and forward-thinking to designate 4th Street as *bike and pedestrian only*. This would align with the broader goal of reducing vehicular congestion and enhancing safe, sustainable circulation.

Thank you so much for taking the time to consider this point. I'd be happy to discuss further by phone if helpful. We've been part of this community for nearly 30 years, and while we've always embraced thoughtful change, this particular proposal raises real safety and livability concerns that deserve a closer look.

Tracy & Bubba Eggleston
Aspen, CO 81611
C: 970-948-7130



Jeffrey Barnhill

From: ELYSE ELLIOTT <elyseelliott@aol.com>
Sent: Thursday, October 16, 2025 12:04 PM
To: Jeffrey Barnhill
Subject: Aspen Meadows Affordable Housing Project

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jeffrey -

Would you please forward my comments to the P & Z for the continuation of the meeting scheduled for November 5:

As you heard me say at yesterday's meeting, I am very concerned about the parking deficit of this project, especially on the Physics site. I have been told that physicists don't drive cars and that bikes will be provided. I'd like to point out that the proposal allows for the physicists to bring their families to be housed on this site. There are eight 2 bedroom units and eight 3 bedroom units. Although the physicists might not drive cars, I see their families as having cars. The families will not be working all day as the physicists are. The families will need cars to get groceries, go to the trailheads, take the kids swimming, etc.

Every time that a unit is vacated, a housekeeper will be needed. A housekeeper can't take the bus because of the cleaning supplies needed. Also, the physicists might occasionally have a caterer or visiting guests.

Even if the physicists aren't using cars, their families and support staff certainly will.

Please provide more parking on this site. Our neighborhood is already overparked and the addition of 60 more units will greatly exacerbate the situation.

Thank you,
Elyse Elliott
610 W. North St.

Sent from my iPad

Jeffrey Barnhill

From: Tracy Terry
Sent: Wednesday, October 22, 2025 11:34 AM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True
Subject: FW: Falender public comments for Aspen Meadows PD
Attachments: FalenderCommentsP&Z.pdf

Here is more public comment on the Meadows project.
Tracy

From: Falender <falender@comcast.net>
Sent: Monday, October 20, 2025 10:28 AM
To: Tracy Terry <tracy.terry@aspen.gov>
Cc: Kate Johnson <Kate.johnson@aspen.gov>; Jim True <Jim.True@aspen.gov>; Steve Falender <falender@comcast.net>; Debbi <smfdf71@yahoo.com>
Subject: Falender public comments for Aspen Meadows PD

Tracy,
Attached are public comments for the Aspen Meadows PD hearing, next scheduled for the Planning and Zoning Commission on November 5, 2025. The comments are from Steve and Debbi Falender, 603 W. Gillespie St., Aspen.
I would appreciate confirmation of receipt of this email.
Thank you!
Steve Falender
Falender@comcast.net
970-618-6660

Jeffrey Barnhill

From: Grace Gutierrez <grace.gutierrez@aspeninstitute.org>
Sent: Thursday, October 23, 2025 4:42 PM
To: Jeffrey Barnhill
Cc: Tracy Terry
Subject: In Support of the Aspen Meadows Housing Land Use Application

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Barnhill and Planning and Zoning Commissioners,

Thank you for your consideration of the Aspen Meadows Housing Land Use Application!

I am writing to share that I am in full support of this project. As someone who has directly benefited from company owned housing for 4 of my 5 years here, I can attest to how it has made my life in this town possible. I believe it will bring vitality into the neighborhood and the town of Aspen all while addressing an urgent need in this community.

I hope the City of Aspen will be a partner in this project and show its commitment to housing our workers by voting yes and moving this thoughtful deed-restricted housing project forward.

Thank you so much for your consideration.

Grace

Grace Gutierrez (she/her)
Seminars Program Associate | Aspen Leadership Seminars
The Aspen Institute
Based in Aspen, CO
grace.gutierrez@aspentinstitute.org

Jeffrey Barnhill

From: Christopher Haga <chris.haga@zg-risk.com>
Sent: Wednesday, October 15, 2025 1:41 PM
To: Jeffrey Barnhill
Cc: City Council; Tracy Terry
Subject: New development at the Institute

Gentlemen:

I own the home at 415 West North. I have not previously weighed in on development matters, but the very substantial density, population, traffic and parking requirements of the proposed additions at the Institute are something that compels some form of protest, especially with regards to the fast-track process and lack of study when compared to other projects. I note the following as primary concerns:

- For a town that is frequently characterized by extremely long consideration periods (entrance to Aspen, lumberyard, etc.) the fast tracking of such a substantial change seems very rushed, and does not benefit from the normal impact analysis. How can something inside the roundabout where traffic must transit residential streets need less study than something on HWY 82?
- In the context of the council having used "emergency powers" to circumvent normal notice periods to restrict short term occupancy / building permits for private owners, adding short term occupancy units on a fast track appears biased based on "who's asking". If short term occupancy and building activity are a "climate emergency", what has changed?
- While everyone loves the events at the Music Tent/Institute, there are already substantial impacts from such events, which will of course get worse. West End homeowners are regularly blocked in, have cars literally parked in their yards, and are accosted (with occasional threats) when they ask people to move off the grass or out of the driveway. "Normal" traffic will get substantially worse and "event" traffic will become a nightmare. The imbedded presumption that short term users will not bring cars is silly – of course they will. As a comparison, how many of the Inn at Aspen temporary guests bring cars? Their parking lot is pretty big, and nearly always busy. I am sure there are better parking analysis available than this suggestion, but is the applicant being required to do this analysis? Is the city doing their own?
- The "project" really seems to be multiple projects and surely they have separate impacts, but the approvals seem to be bundled for speed and avoidance of the study of such separate impacts. If any other party had two renovation projects on existing houses 4 blocks away from each other, I doubt town would consider this a single project for approval purposes. What is different?

Generally, West End homeowners pay their taxes without complaint and much of this goes to subsidized housing, also without complaint. In 23 years of part time Aspen residence and 12 of ownership, this current item is the first time I have seen my neighbors spend substantial effort to get involved. It is a major change to the nature and feel of the neighborhood and seems to cut across much of the rhetoric we frequently hear from the town about protecting these things. The afternoon exit rush is already a hazard here on West North and will get even more dangerous. In sum, we are locals too, and care about the West End. Adding what amounts to a hotel without sufficient parking is sure to create opposition, especially if it bypasses the hurdles which private parties would face to accomplish less impactful changes.

Jeffrey Barnhill

From: Tracy Terry
Sent: Wednesday, October 15, 2025 4:30 PM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jim True; Jeffrey Barnhill
Subject: FW: Housing the Aspen Idea

Last minute comment

-----Original Message-----
From: Sandra Johnson <skjohnsondesign@icloud.com>
Sent: Wednesday, October 15, 2025 3:54 PM
To: Tracy Terry <tracy.terry@aspen.gov>
Subject: Housing the Aspen Idea

This is by far the best employee housing to come in a long time! All the organizations are vital to our community & have established the good things from Aspen's founders.
I recommend approval! Please don't be swayed by nimbyism, especially when neighbors have greatly benefited from these 3 organizations!
Thank you,
Sandy Johnson
970 925 6191

Jeffrey Barnhill

From: Jane Kelly <janekellyzg@gmail.com>
Sent: Friday, October 24, 2025 12:37 PM
To: Jeffrey Barnhill; Tracy Terry
Cc: Zoltan Ligeti; Amanda Jenkins
Subject: Joint Housing Proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Dear P&Z Board Members,

I am writing to express my support of the proposed housing by and for the Aspen Center for Physics, The Aspen Institute, and the Aspen Music Festival and School. As Administrative Vice President of the Physics' Center from 1995-2017, one of my most difficult jobs was to secure housing for our summer participants. As we all know, housing has only gotten much more scarce and much, much more expensive since that time. In order to secure the future of our institution, we must now use our campus for housing.

The number of physicists invited to attend will not increase. This has remained a constant for over 30 years. Physicists know they can check out our bikes for themselves and their families from our robust fleet, and it is just one of the pleasures Aspen has to offer that they look forward to. During my years at the Center, our parking lot was rarely full. By providing housing on campus, renting a car will be even less attractive.

Please approve this very thoughtful and considered proposal. The survival of the Physics' Center depends on it.

Sincerely,

Jane Kelly. Sent from my iPhone

Warren and Kathy Klug
814 West Bleeker Street E-1
Aspen, Colorado 81611
Warrenklug1@gmail.com
970-309-6786

October 15, 2025

TO: Aspen P&Z

RE: Encouraging a positive recommendation on the employee housing proposed for Aspen Institute, Physics and Music Festival properties.

We are Aspen residents of over 30 years. We are well aware of the serious problem of insufficient and very expensive housing for our Aspen workforce. Warren is retired now, but for years he struggled with the issue of attracting employees and assisting them in finding affordable housing. Our friends at the Aspen Music Festival, the Physics Institute and the Aspen Institute all face similar serious problems – only worse in today's economy. Housing is too expensive or just not available. We all know that this is very serious here in Aspen, as it is in resort communities throughout Colorado.

We are presented with three major employers who are willing to invest in providing affordable housing that they and our town of Aspen desperately need. With the development proposals presented to P&Z, the three Aspen entities are asking to invest in their people and further in our Aspen community, with no public funding. We all know how serious the workforce housing issue is here in Aspen. Let's all come together to help solve it.

Yes, there are issues and challenges relating to the three projects. We may not have all the answers yet, but we know they can be positively addressed. How difficult is it to solve the issue of an unused easement? Can't we get around the loss of some on--street parking? Isn't there a way to work with the Physics people to mitigate the parking requirements and work on a design that will help provide additional parking to the actual needs of the institute?

The bottom line: objections to the three housing p[projects can be, and must be, mitigated, to allow these three housing applications to move forward. We ask the City to work harder with the applicants to develop plans that will positively address these challenges. Many very smart people are part of these applications. Let's get together and solve the issues and questions, and firm up a positive recommendation.

When I was the General Manager of the Aspen Square Hotel, we addressed the housing issue in part by purchasing a number of condominiums here intown, allowing us to hire and provide low-cost housing for our valued staff. What a difference this made in our ability to hire and keep employees. In a similar way, I see this project making a huge difference in the ongoing success of the three participants as they can better attract and keep the staff and visiting participants they need. We urge approval of the three-entity application, and I thank the three organizations for honoring their staff and employees, and our community, by developing this plan to help address the workforce housing issue here in Aspen.

Please, work out the "kinks" and allow these proposed housing projects to proceed. Thank you,

Warren and Kathy Klug

Jeffrey Barnhill

From: Tracy Terry
Sent: Wednesday, October 15, 2025 2:14 PM
To: Charlie Tarver; Deana Juskys; Ken Canfield; Richard Lai; eknight@teamavsc.org; maryannlpitt@gmail.com; mtwarjan@gmail.com; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True
Subject: Fw: P&Z Tonight

Another one

Get Outlook for iOS

From: Warren Klug <warrenklug1@gmail.com>
Sent: Wednesday, October 15, 2025 2:04:14 PM
To: Tracy Terry <Tracy.terry@aspen.gov>
Subject: P&Z Tonight

We attended the P&Z meeting last month, to provide input on the three entity proposal for employee housing. Unfortunately, we were not able to speak as the meeting ran out of time.,

We are unable to attend this evening, so I have prepared a memo in writing to express our opinions. Can you see that this gets into the record please.

The bottom line of our input is this: housing is desperately needed (We all know that) so, let's figure out what can work to address the objections. I believe that there are smart people working on this. Let's get it done.

Thank you!
Warren and Kathy Klug

Jeffrey Barnhill

From: Jessie Mann <jmann@activecyber.com>
Sent: Wednesday, October 15, 2025 2:48 PM
To: Jeffrey Barnhill
Subject: Concerns Regarding 4th Street Entrance and Zoning Intent (Music School Zoning)

Jeff,

please share the following feedback with the to the P&Z board.

thx

The current traffic flow will be significantly impacted by adding a 4th Street entrance to the music school parking lot. We already have substantial pedestrian and bicycle traffic along 4th Street. Allowing vehicle entry and exit from Main Street and Smuggler through 4th will interfere with the pedestrian walkway and create serious safety and congestion concerns. P&Z should carefully review the original intent of the Planned Development (PD) and the existing zoning. The original limitation of access and usage was specifically designed for the school dormitories—and those conditions have not changed.
Furthermore, these units should not be converted into short-term rentals for individuals not affiliated with the Music School or the Aspen Institute. Such use would clearly contradict the intent and spirit of the original zoning approval.

-regards,

Jessie Mann

639 N 4Th Street

972-839-8600

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Jeffrey Barnhill

From: Krishna Rajagopal <krishna@mit.edu>
Sent: Monday, October 27, 2025 12:38 PM
To: Jeffrey Barnhill; Tracy Terry
Cc: ligeti@berkeley.edu; Amanda Jenkins; Krishna Rajagopal
Subject: In strong support of the Aspen Meadows Housing Land Use Application

To Jeffrey Barnhill, Tracy Terry, and the Aspen Planning and Zoning Commission,

I am writing in strong support of the Aspen Meadows Housing Land Use Application, and in particular of the plans of the Aspen Center for Physics (ACP).

Allow me a brief introduction. I am a theoretical physicist, a Professor of Physics at MIT. I am also the former Associate Head of the MIT Physics Department — for six years I was responsible for all physics education at MIT. I am also the former Chair of the entire MIT Faculty, and a former MIT Dean for Digital Learning. I first participated in a summer program at the ACP in 1994. In 1999, I first organized a program there. And I was at the ACP most recently this past August.

Although I am a flatlander, I love the mountains. This summer I hiked Buckskin Pass — which somebody has made a lot steeper since I first walked up there 31 years ago. I am pleased to report, though, that although I was hiking with two physicists who are less than half my age, I was the first to the crest of the pass. My days of summitting La Plata and Castle may be behind me, but next time I'm back I'm gonna go up to Electric Pass again, and may even aim to return to Grizzly Lake.

You can see that part of what brings me to Aspen is the mountains — they are jewels. But it is the ACP that is the crown jewel. An extraordinary place to come, always populated with the best theoretical physicists on the planet. This summer I finished one paper while I was there, and since then have finished two more that I was working on there. Best of all, though, I started two research projects in directions that are new for me — new and very fruitful. One project originated from a great conversation that I had with Dima Kharzeev — with whom I organized that ACP program back in 1999 but whom I have not seen in a decade. The other started in a conversation that was completely serendipitous and creative with an Illinois professor who is a more than a decade senior to me and a Los Alamos postdoc who is more than 30 years younger than me. The paper that I finished there, the two that I have finished since then, and what I expect will be the papers from the two new directions of enquiry that opened up during my stay there, are going to make this my best research-year of the past decade. Coming to the ACP is amazing. And then you add hiking Buckskin at age 60, and hearing Holst's Planets wafting across the meadows…

The only thing not to like is that I had to rent a car. That really sucks. What are we doing pumping CO2 into the Aspen atmosphere, and clogging up its streets? The reason I had to rent a car is that (unlike when I first came in the 90's) the condo that the ACP had available for someone like me was too far away for me not to rent a car — in order to get to the ACP and to get into town in the evening. If the ACP had the on-site housing that they are planning, it would have been so much better. I'd have been walking or biking into town, no car needed. And on a weekend day if I wanted to hike anywhere other than up by Maroon Lake where the bus goes I could rent a car, hopefully an electric car, for the day. Also, the condo that ACP offered me this summer was more than I needed. The housing they are planning/proposing

looks much more resource-efficient in so many ways than putting all of us hither and yon in far away condos that are at the same time more than we need, while at the same time being more affordable for our research grants.

The ACP is a crown jewel of American science and of theoretical physics worldwide. Together with the music festival and the Aspen Institute, the ACP is what makes Aspen unique. 31 years ago when I first came, a housing model based upon lots of nearby condos in what was then the low-season worked brilliantly. To keep this jewel shining for decades to come, I urge you to approve the proposed on-site housing.

With respect, and with gratitude for all that you do to steward the amazing place that is Aspen,

Krishna

Krishna Rajagopal
William A. M. Burden Professor of Physics
MacVicar Faculty Fellow
Center for Theoretical Physics — A Leinweber Instutite
Massachusetts Institute of Technology
krishna@mit.edu

Jeffrey Barnhill

From: Tracy Terry
Sent: Monday, October 27, 2025 12:12 PM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True
Subject: FW: Please add to P& Z & Council public comments on the Meadows FW: Public comment-: Meadows campus housing.

More comment is coming in; I will continue to forward.
Tracy

From: annie rickenbaugh <rickenbaugh@yahoo.com>
Sent: Thursday, October 23, 2025 1:17 PM
To: City Council <council@aspen.gov>
Subject: Meadows campus housing.

Yes please!

Anne Rickenbaugh
223 Cottonwood Lane

Yahoo Mail: Search, Organize, Conquer

Jeffrey Barnhill

From: Tracy Terry
Sent: Tuesday, October 14, 2025 9:04 AM
To: Jeffrey Barnhill
Subject: FW: Aspen Center for Physics Proposal

I will forward this onto to the board.
Tracy

From: Robert Rubey <rrubey@gmail.com>
Sent: Tuesday, October 14, 2025 8:50 AM
To: Tracy Terry <tracy.terry@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>; Meaghan Rubey <meaghan.rubey@gmail.com>
Subject: Aspen Center for Physics Proposal

The Aspen Center for Physics units proposed along West North are not in the net best interest of the public and should be significantly redesigned for more optimal access or eliminated. It's just too little housing at too great a cost in terms of destruction of nature along with net destruction of parking. This is a forever project with significant short and long term negative impacts to the neighborhood. It feels like it is being rushed with too many unresolved issues. I am surprised staff is recommending moving forward given the lack of the opportunity for public comment and multiple significant outstanding issues.

Reasons to pause or reconsider include:

1. The units along West North eliminate one of the most pristine paths and areas inside of the city limits. I implore all members of P&Z to walk the path before voting to move forward with this portion of the project.

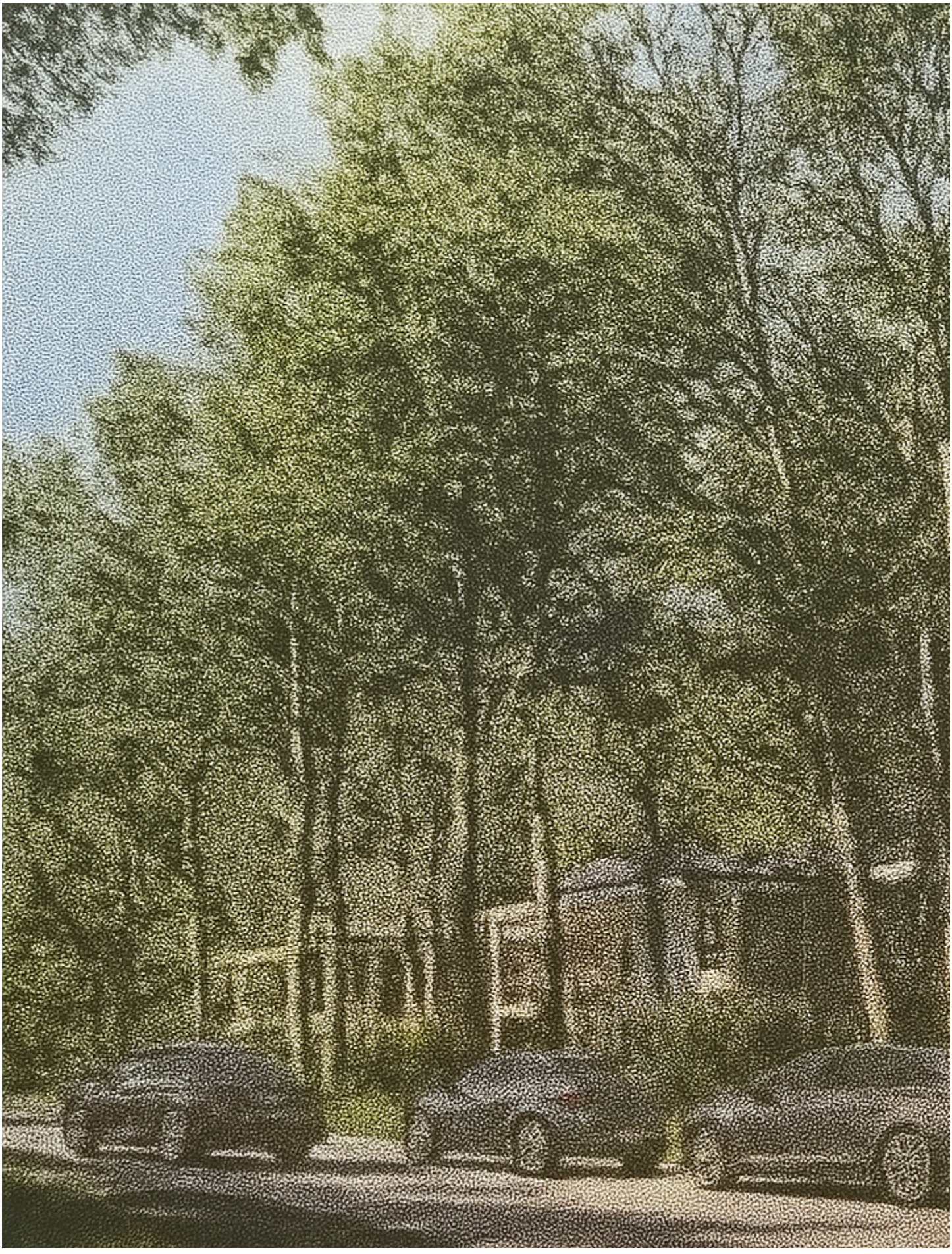
2. The three curb cuts associated with the West North development are inconsistent with the nature of the West End and overall terrible for an area in town that is being crushed by traffic. Access to housing is generally made from alleys in the West End. As proposed, these driveways are more consistent with a suburb of Kansas City than the West End. Cars parked in front yards is a terrible aesthetic. Please force the applicant to get this right while the committee still has leverage. We can do better, the applicant can do better. Access to the housing should be from the rear in a way that is consistent with the West End.

3. The curb cuts are eliminating as much parking as the project is creating. This project is significantly under parked and this will lead to parked cars spilling into proximate areas of the West End.

4. This portion of the project (the units on West North) is the furthest deviation from the current land use rights and are creating the most negative impact with the least benefit to the public.

5. A real multi-modal connection to the 8th street bus stop needs to be incorporated into the overall project before moving forward. Otherwise it will just be more cars, cars and cars.

I have included below a couple of realistic renditions of what this particular portion of the project will do to West North:



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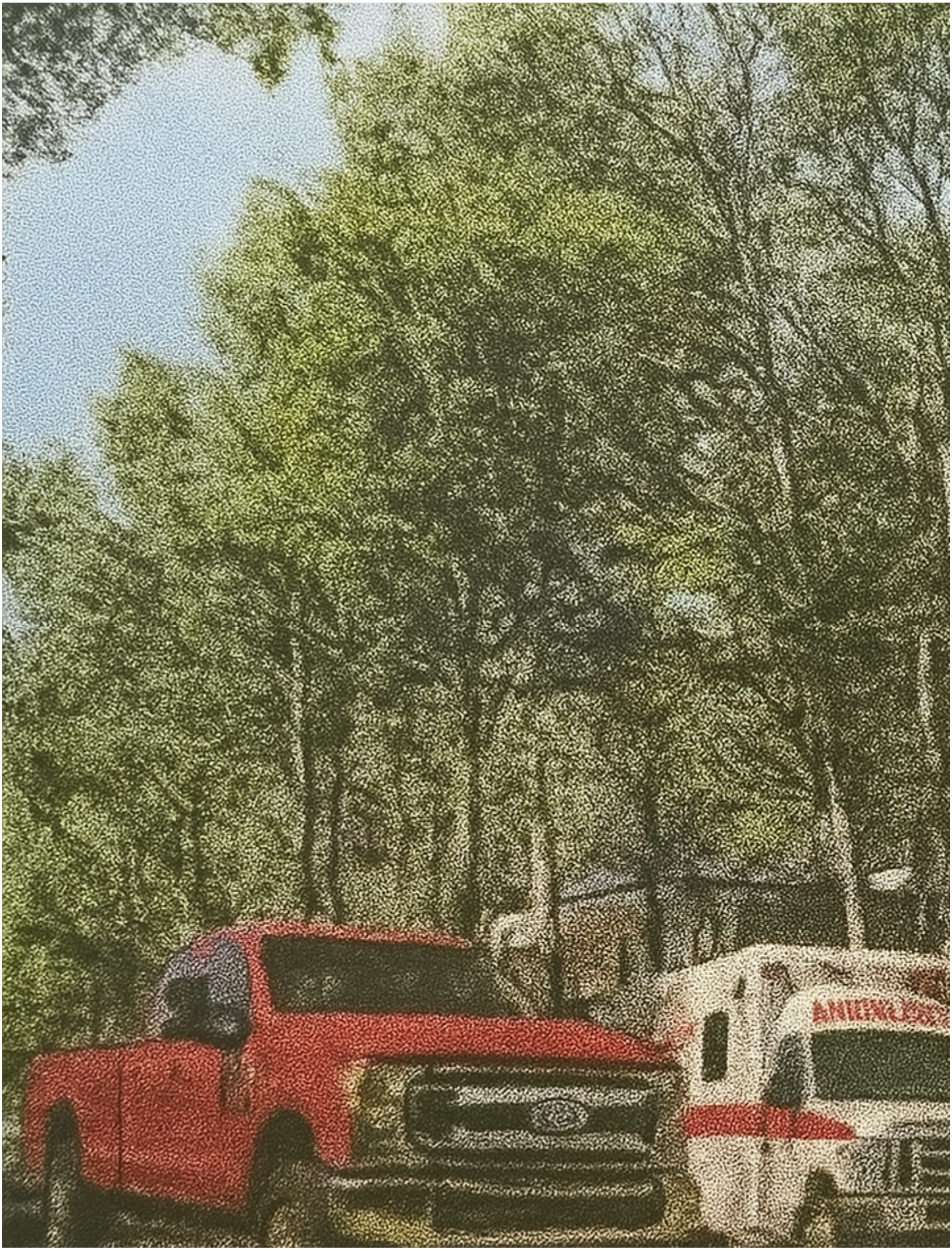

1221

Jeffrey Barnhill

From: Tracy Terry
Sent: Wednesday, October 15, 2025 8:05 AM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jim True; Jeffrey Barnhill
Subject: FW: Opposition to "Housing Aspen Ideas" building proposal

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From: John Scott <john@johnmscott.net>
Sent: Tuesday, October 14, 2025 7:21 PM
To: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>
Cc: City Council <council@aspen.gov>; Tracy Terry <tracy.terry@aspen.gov>
Subject: RE: Opposition to "Housing Aspen Ideas" building proposal

Jeffrey,

I will not be able to attend the meeting tomorrow. I did review your memo to Aspen Planning & Zoning Commission in preparation for the October 15 public hearing. I was extremely disappointed by the Aspen Planning Commission support for the project largely as proposed and by the lack of real public engagement on material community concerns related to this project. The level of public information made available regarding the actual use and need of the proposed massive development of temporary housing and the lack of more comprehensive traffic and safety impact studies is of real concern. Labeling these proposed units “employee housing” does not capture the fact that the development is not long-term housing which is how the development is being positioned. With no firm limits on who may live there, for how long, or under what restrictions, the project looks more like institutional short-term lodging given the limited seasonal use required by the respective institutions. That kind of revolving occupancy introduces meaningful traffic, additional parking and materially harms the Aspen Westend community’s stability. Advancing this proposal as proposed risks changing the neighborhood beyond recognition.

I am attaching my original letter below for reference.

Thank you for your consideration.

John Scott
715 W. North Street
Aspen, CO 81611
john@johnmscott.net

From: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>
Sent: Tuesday, September 9, 2025 11:30 AM
To: John Scott <john@johnmscott.net>
Subject: RE: Opposition to "Housing Aspen Ideas" building proposal

Thank you, John, I will add this to the public comment!

CITY OF ASPEN

Jeffrey Barnhill, AICP
Principal Planner | Community Development
(O): 970.429.2752 | **(C):** 970.319.6636
https://www.aspen.gov

My typical in-office hours are Monday, Tuesday, and Friday, 8:00-6:00.
My typical work from home hours are Wednesday and Thursday 9:00-5:00.

Our Values: Stewardship | Partnership | Service | Innovation

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This message is intended only for the individual or entity to which it is addressed and may contain information that is confidential and exempt from disclosure pursuant to applicable law. If you are not the intended recipient, please reply to the sender that you have received the message in error and then delete it. Further, the information or opinions contained in this email are advisory in nature only and are not binding on the City of Aspen. If applicable, the information and opinions contain in the email are based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. The opinions and information contained herein do not create a legal or vested right or any claim of detrimental reliance.

From: John Scott <john@johnmscott.net>
Sent: Tuesday, September 9, 2025 10:27 AM
To: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>
Subject: Opposition to "Housing Aspen Ideas" building proposal

From: Deborah and John Scott
715 West North Street
Aspen, CO 81611

To: Aspen Planning & Zoning Commission

c/o Jeffrey Barnhill, Principal Planner
City of Aspen
427 Rio Grande Place
Aspen, CO 81611

Via email: jeffrey.barnhill@aspen.gov

Re: Opposition to "Housing the Aspen Idea" Proposal – Aspen Center for Physics / Aspen Institute / Aspen Music School

Dear Commissioners,

As long time homeowners at **715 West North Street**, we strongly oppose the current proposal to construct 60 housing units (106 bedrooms) by the Aspen Institute, the Aspen Music Festival, and the Aspen Center for Physics. While we support affordable housing for Aspen's workforce, this project is misaligned with that goal and poses serious negative impacts to our West End neighborhood.

Our concerns are as follows:

1. **Excessive Density and Limited Justification**
   The Physics Center has a small, seasonal staff. The request for 34 units (63 bedrooms) is disproportionate and unnecessary in scale, especially within an R-6 residential zone.
2. **Traffic, Parking, and Safety Impacts**
   The West End already suffers from heavy congestion tied to Institute, Physics and Music Festival events, construction, and inadequate parking. Adding 60 units with no additional parking will worsen safety risks for residents, visitors, and children.
3. **Misuse of "Affordable Housing"**
   These units will function primarily as short-term rentals or seasonal accommodations for visiting academics —not year-round affordable housing for Aspen's workforce as proposed. The project will also require incremental service jobs (maintenance, housekeeping, transport, multiyear construction) with no housing for those workers.
4. **Loss of Historic Public Trail Access**
   The proposed North Street location for the Physics Center buildings would eliminate a longstanding pedestrian easement and walking path connecting residents to the Meadows. This path provides safe recreational access to the Meadows and avoids dangerous street traffic. Its removal would permanently harm community use of conserved open space.

Our Request
We respectfully urge the Commission to reject this proposal in its current form and instead encourage the applicants to:

- Significantly reduce density and unit count,
- Relocate housing proposed for the **Physics Institute to their large unused property behind (North) of their existing buildings on North Street or consider using their current physics parking area**, away from North Street which already has serious access, parking and traffic issues, and
- Preserve all historic easements and recreational paths.

This project, as proposed, threatens the safety, accessibility, and livability of the West End while failing to meet Aspen's true affordable housing needs.

Thank you for your consideration of our concerns.

Sincerely,

Deborah and John Scott
715 West North Street
Aspen, CO 81611

Jeffrey Barnhill

From: Doris Wong <anna.doris@gmail.com>
Sent: Tuesday, October 14, 2025 4:43 PM
To: Jeffrey Barnhill
Cc: Christopher Johnson
Subject: Housing Aspen Ideas

Dear Commissioners,

We are writing to share our opposition to the proposed housing development by the Aspen Institute, the Aspen Music Festival, and the Aspen Center for Physics. Like many of my neighbors, we care deeply about maintaining Aspen's unique balance of culture, community, and livability. Unfortunately, this project disrupts the character and livability of the West End neighborhood.

Neighborhood Misalignment

The proposed scale of 60 units and more than 100 bedrooms would fundamentally alter the character of the West End. We are especially concerned about the Physics Center's plan to add over 60 bedrooms. This is not a neighborhood of large multi-unit complexes. It is a residential community defined by history, quiet streets, and a sense of openness. The size and density of this project are simply incompatible with an R-6 zone.

Congestion and Safety
Our area already experiences strain from seasonal traffic related to events held by these organizations. Streets designed for light residential use are often overwhelmed during the summer months. Adding dozens of new units without adequate parking or traffic planning will worsen congestion and create additional safety concerns for families, cyclists, and pedestrians.

Not Truly Affordable Housing
While the project is presented as "affordable housing," the intended use by the Physics Institute tells a different story. Housing for visiting academics or seasonal guests, however commendable, is not the same as long-term housing for Aspen's local workforce. Aspen's housing shortage is a serious issue, but it will not be addressed by creating more short-term accommodations.

Loss of Public Trail Access
The project would also remove a small but meaningful feature of neighborhood life: the walking path on North Street that connects the community to the Meadows. This route is used daily by residents. Its removal would reduce safe pedestrian access and diminish the spirit of shared open space that defines this part of Aspen.

A More Responsible Approach
We urge the Commission to require a more thoughtful plan that respects both community character and genuine workforce housing needs. A smaller-scale project, contained within existing institutional property and preserving public pathways, would better serve Aspen's long-term interests.

Aspen has always been a place that grows thoughtfully, without losing what makes it special. This project, as proposed, moves us away from that spirit. We ask that you reject it in its current form and encourage a version that truly benefits the community it serves.

Sincerely,
Doris and Christopher Johnson
707 West North Street
Aspen, CO 81611

Jeffrey Barnhill

From: Seth Berger <bbrny@hotmail.com>
Sent: Monday, November 3, 2025 4:43 PM
To: Jeffrey Barnhill; Tracy Terry; City Council
Subject: P&Z November 5th Meeting – Comments on Aspen Meadows Institutional Housing Application

Please provide to the Commission and make part of Record.

To the Aspen Planning & Zoning Commission

I am writing regarding the Aspen Meadows Institutional Housing Application to respectfully request that the Commission send it back to staff for further study rather than advance it to City Council.

This combined application, representing three major and distinct projects from the Aspen Institute, Aspen Music Festival and School, and the Aspen Center for Physics, raises complex issues of traffic, compatibility, and use that remain unresolved. The following key issues, taken together, demonstrate why remand is the appropriate and responsible course of action.

Staff has recommended advancing the project, citing "private affordable housing," consistency with the 2012 Aspen Area Community Plan, and compliance with "most" applicable land use standards. But none of these assertions withstand close examination. The proposal does not create permanent workforce housing — it creates short-term institutional lodging that remains under private control. The 2012 Plan calls for neighborhood compatibility and impact mitigation as equally important goals, neither of which this project meets. And compliance with "most" standards is not the legal test for a conditional use review. When material issues such as traffic, parking, and occupancy restrictions remain unresolved, a recommendation of support is premature. For these reasons, the application should not advance to Council at this time.

Below are the primary reasons I would request that this application not receive P&Z recommendation.

Key Issues Supporting Remand

1. <u>Inadequate Traffic and Parking Analysis</u>

A Level 1 Traffic Impact Assessment (TIA) was not appropriate. Under Aspen's Traffic Impact Assessment Guidelines and ITE standards, this proposal requires a Level 2 Traffic Impact Study with neighborhood routing analysis and parking impact evaluation.

The Level 1 TIA does not analyze off-site traffic impacts, neighborhood circulation, queuing, safety, or parking displacement. Proceeding without it leaves key information out of the record.

At the October 15 hearing, Commissioner Canfield asked whether any off-site traffic or parking study had been conducted. The applicant's representative from Design Workshop replied that none had been requested by staff. Commissioner Canfield remarked, "I'm not saying you did anything wrong, but it feels like staff kicked

the can to us, and now we're supposed to kick it to Council." That confirmed the off-site study was never done, leaving P&Z without the information to act responsibly.

This limited approach ignored how circulation changes, new egress points, and program expansion will affect neighborhood safety. City Engineering is already studying $540,000 worth of traffic mitigation in this same neighborhood, evidence that safety issues are severe even before proposed projects.

Long-standing parking deficits have created safety hazards on neighborhood streets. The neighborhood already faces dangerous traffic and parking conditions, often caused by these institutions. Fire lanes and no-parking zones are routinely blocked.

Commissioner Pitt questioned whether better parking solutions, such as below-grade parking at the AMFS site, had been seriously evaluated. Her comments went to the heart of the issue, whether there was a more responsible way to meet institutional needs while respecting the surrounding neighborhood, given that this is not a use by right. She noted that such an approach could even provide a neighborhood amenity and offset some of the proposed impact. The applicants' response that underground parking was "too expensive" does not justify imposing permanent burdens on nearby residents. If the application is remanded, this is precisely the kind of alternative that should be studied further.

The proposed new access along 4th Street, a narrow residential road with a bike and pedestrian lane, would functionally become the primary route for institutional traffic. This alone triggers Level 2 review under the Aspen TIA Guidelines and raises serious safety and compatibility concerns.

Several Commissioners also noted that the proposed new curb cuts and intersections would remove multiple existing public parking spaces on surrounding streets, compounding neighborhood parking shortages and safety risks. The applicant offered no analysis or mitigation for this loss. Eliminating public parking to facilitate institutional expansion further underscores the imbalance of impacts and the need for a comprehensive Level 2 study before any approvals are considered.

Commissioner Tarver also questioned the practicality of relying on post-occupancy "monitoring" and pledges by residents not to bring cars. He noted that data collected after occupancy would do nothing to reduce overflow parking or improve existing unsafe conditions. Such behavioral assurances are unenforceable and will fail to prevent institutional users from parking in the neighborhood.

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2. **Incompatible and Misrepresented Use**

What is proposed is transient institutional housing, not full-time housing. The applicants need the units for eight to fifteen weeks per year and are designing for short-term use and maximum flexibility to rent to others when unoccupied. No units will be deed-restricted for full-time occupancy. If these institutions truly needed full-time employee housing, they would commit to that use, just as every other affordable project in Aspen is required to do. Because the institutions must keep the units available for seasonal programs, they cannot be used by full-time employees year-round.

This structure creates high-turnover, short-term occupancy, institutional timeshare housing disguised as affordability. If the applicants dispute that, they should commit to full-time use.

If the units were truly restricted to full-time employees under APCHA's workforce rules, they would enhance stability and neighborhood continuity. Instead, the flexible occupancy model — seasonal staff, students,

visiting musicians, and others — creates transient use patterns that generate higher vehicle turnover and inconsistent parking demand.

Commissioner McGovern accurately described the proposed use as hotel-like, underscoring that the issue is functional, not architectural. That description captures what the record now shows: transient occupancy, frequent turnover, and institutionally controlled lodging under the guise of workforce housing. Such a model is inherently incompatible with a stable residential neighborhood and with the intended purpose of the Academic District.

The structure of their request tells the truth that the application does not. The applicants have also presented a four-tier "Occupant Priorities List," but when taken together, it allows them to house virtually anyone they choose, and first and foremost, themselves. In practice, this ensures that when the units are reserved for institutional programming, they are unavailable to full-time workforce residents. This framework preserves institutional control and flexibility rather than advancing Aspen's permanent housing goals. Until the APCHA deed restrictions are finalized and made public, neither the Commission nor the community can understand the actual use being proposed, but what is already clear is that the transient, institutionally controlled nature of the housing is fundamentally incompatible with the stable residential neighborhood it borders.

---

3. **Application and Process Overload**

Though packaged as one, this is three major land-use proposals, each significant enough for its own study, and together overwhelming in scale with far-reaching consequences for the neighborhood and the city.

Three separate institutions, with different missions, governance, and operational rules, have submitted a single bundled application, obscuring the true scope of their individual and cumulative impacts. Each differs on whether and how it intends to qualify for APCHA workforce housing credits, yet none meet the full-time employment housing requirements.

Bundling exerts pressure to approve the package as a whole rather than evaluate each institution's impacts individually. It undermines transparency and prevents targeted mitigation or accountability.

Several Commissioners also questioned why the application had been advanced to P&Z while multiple substantive staff concerns remained unresolved. The staff memo itself notes multiple items "to be resolved prior to Council review," including traffic, parking, and occupancy issues, confirming that the application was advanced despite incomplete analysis. Proceeding under those conditions has left both the Commission and the public evaluating a proposal that lacks the clarity and completeness normally required at this stage.

Staff identified unresolved issues regarding vesting, reliance on theoretical parking "toolkits," and unenforceable behavioral assumptions.

Commissioner Tarver expressed concern about the unusually long vesting period requested by the applicant, questioning why such an extended duration was necessary. He suggested that if a longer vesting were ever considered, it should be tied to a defined construction timeline — for example, a three-year build-out — so the neighborhood would not endure the cumulative disruption of three separate institutional projects proceeding sequentially over a decade. His comments underscored the need to balance predictability for applicants with protection for the neighborhood from prolonged impacts.

Furthermore, the ambiguity around APCHA eligibility and occupancy type invalidates the applicant's traffic assumptions. Without verified full-time workforce restrictions, projected trip reductions and parking demand estimates lack credibility.

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4. **Process Integrity**

Other applicants are held to full standards for traffic, parking, compatibility and public education; these institutions should be held to the same.

Procedural fairness requires a complete record and full participation; both depend on a proper traffic and parking study. Not all Commissioners have engaged publicly on what is arguably Aspen's most complex application, and more questions remain than have been answered. Advancing it now challenges the the integrity of the land-use process and public confidence.

Requested Commission Action

- Remand the application to staff for comprehensive re-evaluation.
- Require a full Level 2 Traffic and Parking Study addressing cumulative, off-site, and historic impacts.
- Reassess compatibility of use within the residentially embedded District.
- Restrict any new housing to verified, full-time affordable workforce units if advanced at all.
- Mandate on-site parking solutions without reliance on the speculative "parking toolkit."

Right now, there are too many unanswered questions and too little public review. This proposal should go back to staff and not on to the Aspen City Council.

Thank you,

Seth Berger
Full Time Resident @ 314 W. Gillespie

November 4,2025

To: jeff.barnhill@city of aspen.gov
Subject: PMZ Public Comments -Aspen Idea Proposals

Dear Mr. Barnhill,

Thank you for the opportunity to comment on the proposed **Housing the Aspen Idea Planned Development,** which is being heard today 11/05/25. Remarkably, the proposal details do not show the neighborhood streets, as though these developments are in isolation of the West End, not directly adjacent and incorporated.

My family moved to the neighborhood in 1966. At that time there was only the summer music tent, a single Institute building and the Aspen Meadows. My younger sister rode her horse over all the open space. Somewhere in the mid 1970's Exxon Oil expressed interest in developing most of the open parcel. Residents mobilized and stopped that plan. Since then, there have been several parties making proposals to develop this land, and they have been rebuffed. My mother recently passed away in that house. Our family have experienced both the exciting growth and vitality of the Music Festival and School, the Aspen Institute, the Aspen Center for Physics and the recently developed Herbert Bayer Center. We sincerely appreciate being neighbors to such world class organizations. Along with their growth has come challenges, and impacts to our neighborhood. The "Housing the Aspen Idea Planned Development" will have further impacts on the west end neighborhood.

Please consider the following comments in your review of this significant plan.

1. Let's accept the fact that this 3-part plan is an effort to gain approval under the cover of three of Aspens' biggest philanthropic organizations. Who wants to fight the Music School or the Institute? Conversely will their plans really solve any problems? **Are you trying to solve neighborhood problems or just providing commercial development opportunities in the residential west end?** Oddly, it is only because of the neighbors' efforts during the past 50-60 years, that there is any open space still available today. Ten years is way too long. If necessary, provide the developers a three-year window to complete whatever might be approved. **If they are not built out, then they should reapply.**
2. What is the final plan for the entire area? If these three sub projects are approved and constructed, is that the end? I would suggest that is probably not the case. Should the proponent be required to produce a complete master plan and agree to live with it into the future. **Specifically, the master plan should require the proponents to address the entire parcel and how it will impact the surrounding neighborhoods. Alternatively, if the developments are approved, make it conditional that all remaining open space will be reserved in perpetuity (donate it to the city of Aspen). Help stop the development creep**.
3. Today's plan lacks any discussion or analysis on adjacent neighborhoods' street congestion, noise, parking impact and ingress/egress issues. Specifically, our

neighborhood is currently dealing with significant vehicle counts, event parking overflow, and a heavy mix of vehicles, bicycles and pedestrians on the streets. It appears this proposal reduces vehicle access to the Music Festival, to the 5th and Gillespie corner. **Is that correct? Please remember that this corner is currently the only bus and shuttle route!** Where in the planning is there any meaningful effort to mitigate this increase in traffic? Can the higher vehicle counts be spread across 3rd, 4th, 5th, and 6th streets? Can expanded busing services handing the proposed housing traffic**? I think the proponents should be required to make a significant annual contribution to RFTA.**

4. I applaud the suggestion that the developers will be upgrading sidewalks along Gillespie, however with a setback of only 10 feet. A narrow sidewalk with no landscaping does not assist the neighbors in lessening th e development impact along all of Gillespie. **When does the sidewalk and landscaping take place?** It would be logical to require (stipulate) the sidewalks and landscaping take place before any other construction/ development takes place.
5. Regarding landscaping, I would ask the PMZ stipulate that earthen berms, quality fencing, and major plantings (6 feet and higher) be installed on the project side of Gillespie, from 3rd Street to 6th Street. **This should be required to be fully completed in the first-year post approval.**

I would be happy to discuss any of these elements with you or your staff at your convenience.

Thank you for this opportunity to comment,

Michael Collins
mikeski6@icloud.com

Jeffrey Barnhill

From: Michael Collins <mikeski6@icloud.com>
Sent: Wednesday, November 5, 2025 1:24 PM
To: Jeffrey Barnhill; Michael Collins
Cc: Karen LENZ1; Patrick Collins; Colleen Collins; Jan Collins
Subject: Comments Re Aspen Housing Proposal
Attachments: Aspen Housing Proposal Comments Nov 5 25.docx

Jeff,
Please find attached my comments on the proposed Aspen Idea Development project.
Please include them in the Public Comment Section of the hearing, and the PMZ committee packets.
Thanks for allowing us this input opportunity.
Michael Collins

ASPEN OFFICE
625 East Hyman Avenue, Suite 201
Aspen, Colorado 81611
Telephone (970) 925-1936
Facsimile (970) 925-3008

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October 31, 2025

CHRISTOPHER D. BRYAN
cbryan@garfieldhecht.com

Via E-Mail
Nicole Henning, City Clerk
E-mail: nicole.henning@aspen.gov

RE: Aspen Meadows Affordable Housing Project
Major Amendment to a Planned Development, Growth Management Quota System, Certificates of Affordable Housing Credits and Related Reviews
Planning & Zoning Commission – Continued Public Hearing – November 5, 2025

Dear Nicole:

This law firm represents the West End Community Association ("WECA"), a group of homeowners in Aspen's West End neighborhood. We understand that at its October 15, 2025, meeting the City of Aspen's Planning and Zoning Commission ("P&Z"), continued, again, the public hearing on the above-referenced application ("Application") but closed the public portion of the hearing. However, the City Attorney has informed us that P&Z will accept written public comments in advance of its next meeting continuing that public hearing. This letter will serve as WECA's public comments on the Application, specifically focusing on the Aspen Center for Physics's ("ACP") proposal. Please disseminate this public comment to the P&Z members and the appropriate City of Aspen staff members.

First, the obvious issue is that the ACP proposal for the construction of 31 residential units (studio, two bedroom and three bedroom; 66 beds) to house visiting physicists and their families for ACP programming (essentially 1-2 week sessions occurring over 8 weeks in the winter and 16 weeks over the summer) (*see Application* at p. 34)[1] does not even come close to the APCHA definition of affordable housing/employee housing/work force housing: "[d]welling units restricted to the housing size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the Aspen City Council, Board of County Commissioner and/or the APCHA, whichever shall apply." ACP makes clear in the Application that the residential units will not house employees, but rather participants (and their families) in their programming, with "residents" moving in and out on a weekly basis. The Application makes clear that these units will, at best, be occupied 6 months out of the year, and these would not be 6 consecutive months (*Application* at p. 37). APCHA's regulations require, at minimum, 6-month (consecutive) leases except in certain extraordinary circumstances. The ACP proposal is really a cheap short term rental option. This proposal must not be considered as affordable housing or it will create the opportunity for other entities to meet affordable housing requirements by creating short term rental units

[1] Page references are to the page number of the PDF version of the Application, not the page number listed at the bottom of the Application's pages.

as long as they are for "participants" in programming or even vacations sponsored by such entities. City Council has made clear that it wants Aspen to be a "lights on" community; yet approving this Application with regard to ACP, at least, would not provide that and would eviscerate the affordable housing program and goals. The proposed deed restrictions, providing that the units will not be rented higher than the RO rates set by APCHA (however, the deed restrictions will be fully managed by ACP), will have no minimum or maximum rental period and, if ACP can't find a "qualified tenant" within its programs, such shall be offered to AMFS or Aspen Institute, then to another non-profit operating in Pitkin County and then "may be made available to other entities at the *sole discretion*." (emphasis added; *Application* at p. 222). An internally managed deed restriction that is so broad does not create affordable housing. But, if it cannot be affordable housing, then ACP will be faced with finding allotments through the GMQS system. Such labeling appears to be in place to skirt this Land Use Code requirement.

Second, as set forth in the Application, residential uses are not an allowed use in the Academics (A) Zone District (*see* City of Aspen Land Use Code ("LUC") § 26.710.230), and ACP requests a use variance therefore (*Application* at p. 56-57). The ACP proposal does not meet the requirements of LUC § 26.445.060 for granting a use variance to allow for these residential units: the establishment of 6 residential units with direct access off of W. North Street does not "minimize the adverse effects on the neighborhood and surrounding properties" as described in more detail below. Nor does this proposed use variation comply with "applicable adopted regulatory plans" as it flies in the face of the affordable housing goals, definitions and guidelines. Further, such residential unit use was clearly not contemplated in the Aspen Meadows Planned Development approvals, creating this A Zone District, and even dormitories, which are more in keeping with this being a campus with temporary guests, are a conditional use.

Third, ACP's proposals to mitigate its failure to comply with the Land Use Code's parking requirements are woefully inadequate, and the Staff Report for the 10/15/25 P&Z meeting states the same at p. 20. There will be 2 parking spaces for each of the three residential buildings (duplexes -studio on the bottom, three bedroom on the top) developed on W. North Street and no parking spaces dedicated to the residential units proposed on the north part of the property, though a 20 space parking lot will remain (*Application* p. 36-37; 50; 92-97; 215-218). Thus, ACP must meet the special review requirements found at Land Use Code § 26.515.080, including a showing that parking onsite is "practically difficult or results in an undesirable development scenario." Such has not been shown. Nor is ACP providing any offsite parking; in fact, it repeatedly states that its parking management plan, to be provided to all ACP program participants, will specifically prohibit street parking. ACP is solely relying upon participants' self-motivation to not use cars and an offering of 150 bicycles (which are not usable in the winter). Lofty goals to be sure, but how can ACP ensure that participants will not bring or need cars. Clearly, participants may drive, not fly, to Aspen, may have mobility issues making the use of bicycles or public transit difficult or impossible (as an aside, the Application is void of any discussion of meeting ADA requirements), and winter weather can make all proposed alternatives impractical. The development of units on W. North Street will eliminate 10-15 on street public parking spots and ACP will only replace 6 of these, creating parking issues for the surrounding neighborhood. At any given time, there could be 70 participants on the ACP campus if all of the housing is full, yet only 26 parking spaces, 6 of which will be allocated to 6 units (which can house up to 12 people). ACP is thus representing that at least half of its participants/families will not bring a car, as evidenced by "living memory." In fact, there's a good chance that by offering housing, *more* participants will bring cars. The parking variance should not be granted.

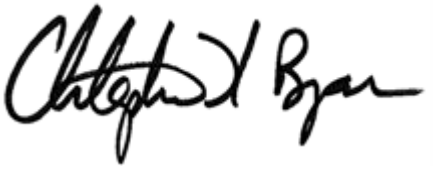
Fourth, the adjacent neighborhood will suffer from the ACP plan. ACP proposal will eliminate public easements located on private property and relocate the same into public right-of-way (*see* 10/15/25 Staff Report p. 12). ACP does not have the authority to eliminate public trail easements and its proposal will have an adverse effect on the neighborhood by forcing more ACP participants out into the neighborhood streets in order to move around campus. As stated above, it will also eliminate street parking. Further, construction of these units will have adverse effects on neighboring properties, which will be elevated if the 10 year vesting period is granted as the construction may occur in stages throughout the entire campus (not just ACP). The use variance to allow residential units by ACP on W. North Street will not minimize the adverse effects thereon and are not compatible therewith. The units will be short term rentals, disrupting a neighborhood that consists mainly of long-term occupancy (p. 58 of the *Application* states that in a year, there will be 550 participants using the housing, parking, traffic). All of the parking mitigation proposed by APC relies upon internal agreements – how will it enforce the "no street parking" requirement? The proposed W. North Street unit construction will also eliminate mature trees and vegetation; although ACP proposes to replace this, it will not be instantaneous and if not well kept, will fail.

In sum, it is clear that the ACP proposal is a classic example of trying to fit a square peg in a round hole. ACP's presentation of a purported affordable housing project is window dressing that does not hold up to scrutiny. The "pitch" by ACP should not cloud P&Z's judgment. Residential use (beyond dorms) was not contemplated in the creation of the zone district or planned development and there are reasons for that – it does not fit. And certainly, the City should be very hesitant to effectively expand "affordable housing" to short-term use.

Please let me know if anyone would like to discuss these issues further before all parties involved spend additional time and financial resources on this matter.

Very truly yours,

GARFIELD & HECHT, P.C.



Christopher D. Bryan

cc: Mary Elizabeth Geiger, Esq.
(megeiger@garfieldhecht.com)
Katharine Johnson, Esq.
(kate.johnson@aspen.gov)
Tracy Terry, Deputy Clerk
(tracy.terry@aspen.gov)

Jeffrey Barnhill

From: Tracy Terry
Sent: Monday, November 3, 2025 8:14 AM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True; Nicole Henning
Subject: FW: Written Public Comment for Aspen Meadows Affordable Housing Project Application - P&Z Commission Meeting - Continued Hearing 11.5.25
Attachments: West End Community-ltr-City-pubic comments-Aspen Center for Physics-P_Z-10.30.25(3318286.1)(3319831.1).pdf

Importance: High

More public comment.
Tracy

From: Mary Elizabeth Geiger <megeiger@garfieldhecht.com>
Sent: Friday, October 31, 2025 3:27 PM
To: Nicole Henning <nicole.henning@aspen.gov>
Cc: Kate Johnson <kate.johnson@aspen.gov>; Chris Bryan <cbryan@garfieldhecht.com>; Tracy Terry <tracy.terry@aspen.gov>
Subject: Written Public Comment for Aspen Meadows Affordable Housing Project Application - P&Z Commission Meeting - Continued Hearing 11.5.25
Importance: High

Nicole – please see the attached letter of public comment submitted on behalf of the West End Community Association. Please confirm that this will be added to the packet for the P&Z Commissioners in advance of the meeting (preferably today). Thank you.
Let me know if you have any questions,
Mary Elizabeth

Mary Elizabeth Geiger
Senior Counsel

Garfield & Hecht, P.C.
Aspen | Avon | Carbondale | Denver | Glenwood Springs | Telluride

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Jeffrey Barnhill

From: Jessie Mann <jmann@activecyber.com>
Sent: Wednesday, November 5, 2025 8:32 AM
To: Jeffrey Barnhill
Subject: FW: Concerns Regarding 4th Street Entrance and Zoning Intent (Music School Zoning)

Jeff,

Please include these additional info to my comments I sent you last time:

We are very concerned about the intended usage of the Music School units. Our understanding is that these units will primarily be used by staff and students during the summer months and then made available to other non-profit organizations at other times. This arrangement appears to effectively allow short-term occupancy or rental by various groups, which could turn these units into short-term hotel- or condo-style accommodations. Such usage would be fundamentally different from the original zoning intent and restrictions for this property.

Best regards,

Jessie Mann
Founding Partner
Active Cyber
972-839-8600

From: Jessie Mann
Sent: Wednesday, October 15, 2025 3:48 PM
To: 'Jeffrey Barnhill' <jeffrey.barnhill@aspen.gov>
Subject: Concerns Regarding 4th Street Entrance and Zoning Intent (Music School Zoning)

Jeff,

please share the following feedback with the to the P&Z board.

thx

The current traffic flow will be significantly impacted by adding a 4th Street entrance to the music school parking lot. We already have substantial pedestrian and bicycle traffic along 4th Street. Allowing vehicle entry and exit from Main Street and Smuggler through 4th will interfere with the pedestrian walkway and create serious safety and congestion concerns. P&Z should carefully review the original intent of the Planned Development (PD) and the existing zoning. The original limitation of access and usage was specifically designed for the school dormitories—and those conditions have not changed.
Furthermore, these units should not be converted into short-term rentals for individuals not affiliated with the Music School or the Aspen Institute. Such use would clearly contradict the intent and spirit of the original zoning approval.

-regards,

Jessie Mann

639 N 4Th Street

972-839-8600

www.activecyber.com

Jeffrey Barnhill

From: Tracy Terry
Sent: Thursday, October 30, 2025 10:57 AM
To: Jeffrey Barnhill
Subject: FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Thursday, October 30, 2025 10:56 AM
To: Tracy Terry <tracy.terry@aspen.gov>
Subject: FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov



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From: Ricki and John McHugh <mchughaspen@me.com>
Sent: Thursday, October 30, 2025 8:47 AM
To: City Council <council@aspen.gov>
Subject: Fwd: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Date: October 29, 2025 at 8:59:20 PM MDT
To: Ricki McHugh <mchughaspen@me.com>
Cc: meaghan.rubey@gmail.com

Subject: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Hello Meaghan,

Building additional housing at the proposed MAA, Physics and Meadows will not address Aspen's need for employee housing. The current proposal will increase west end traffic. Aspen Meadows residents are best able to provide an accurate number of actual vehicles that the proposed new units will add to the neighborhood.

Circumventing existing rules regarding the number of parking spaces built, serves no one, increases traffic in the already congested west end and only benefits the developers. Adequate parking can be achieved by building underground parking at the MAA lot. Having built Harris Hall underground, the MAA is no stranger to subterranean construction. An underground parking lot would allow for double or triple the current parking, environmental conservation, better wildlife management and easier access by both patrons and performers.

Ricki McHugh

On Oct 29, 2025, at 3:27 PM, Meaghan Rubey <meaghan.rubey@gmail.com> wrote:

In case anyone missed this article today, it's attached. Our upcoming efforts will focus on writing letters of support for congestion pricing and cordon fees — key steps toward achieving real change in traffic conditions in the West End. More to come soon.

West End traffic solution designs, analysis come with $520,000 pricetag

- Lucy Peterson, Aspen Daily News Staff Writer

- 18 hrs ago

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<image.png>

Cars drive down West Hallam Street on Tuesday afternoon through the West End. The Aspen City Council wants to crack down on increased traffic through the West End neighborhood, which makes up about 30% of the traffic leaving Aspen during peak afternoon hours.
Jason Charme/Aspen Daily News

Aspen City Council wants to move forward with a swath of projects aimed at mitigating West End traffic.

City of Aspen engineering department staff presented potential West End traffic mitigation projects during a city council work session that, in total, would cost about $520,000 to design and analyze. The projects range from vehicle barriers on West Hallam Street to an analysis of prohibiting right turns onto Bleeker Street from Mill Street during peak traffic hours. Analysis and design of those two projects would cost $9,125 and $35,935, respectively.

City council sought solutions to increased traffic in the West End after residents in the neighborhood sent a barrage of letters to the city about the influx of traffic this summer. About 30% of traffic leaving town during peak hours does so through the West End using West Smuggler Street to get to Power Plant Road, City Engineer Tricia Aragon told city council in August.

“The West End is — suffering is a strong word — but they are dealing with traffic on a daily basis that, again, [30%] of traffic, I don’t think anyone’s happy with that,” Councilman John Doyle said.

The projects presented on Monday are broken into three categories — pedestrian improvements, West End traffic flow improvements and Highway 82 traffic flow improvements.

It would take two years to complete all 15 proposed projects. City council will review the projects as supplemental requests later this year to give city staff the approval to move forward. The city would enter contracts with Jacobs Engineering and Alta Engineering to work on the projects.

While council members generally supported exploring the projects, some hesitated to support proposals to investigate congestion pricing in the West End or feasibility of cordoning off the

neighborhood. Those two projects would cost $93,515 and $51,935, respectively.

Councilwoman Christine Benedetti said the Transportation Coalition for the 21st Century — a coalition of valley elected officials and stakeholders that has been meeting since the spring to address valley-wide congestion issues — has been exploring congestion pricing, and may include such a plan in its final recommendations set to be released at the end of this year.

“I think, especially given the transportation coalition’s work, I would hate to jump the gun and get negative community feedback on congestion pricing and hinder anything that happens at a broader community level,” Benedetti said.

Council members agreed to hold off on including the congestion pricing and cordoning off the neighborhood projects, but wanted to move forward with the others.

Some projects could be completed as early as next summer, but others may take longer to study and implement. City council will approve the supplemental funding requests for the projects at a future city council meeting this year.

Other proposed projects include curb extensions at key intersections in the West End, which would cost

$119,075 for analysis and designs, and exploring one-way alley signage in the neighborhood, which would cost $23,555.

Councilman Sam Rose was hesitant to support some projects because of the need for more studies rather than actual implementation of the solutions.

But they require some engineering and feasibility studies to determine widespread efficacy, Mayor Rachel Richards said, and would likely have to all work together to tackle West End congestion, rather than one solution fixing the problem.

“This neighborhood has gone from 5%, 10% of the traffic, no big deal, to fully a third of the traffic coming into Aspen and I think it would be irresponsible for this council to say, ‘It’s OK, it’s $500,000 we have to study a few of these things before we just go out and implement them, so we’re not going to do anything,’” Richards said.

The city estimates the design costs for the proposed projects are about 10% of the construction and implementation costs of each project.

To monitor safety in the West End amid the influx of traffic, the Aspen Police Department stationed an officer in the neighborhood this fall. It was a temporary position to respond to the complaints of

increased traffic, resulting in 214 traffic stops from the end of August to the end of September.

About 45% of those stops resulted in citations.

If the department chooses to keep the position permanently, it would likely be considered during next year's budget cycle, APD Chief Kim Ferber previously told the Aspen Daily News.

Jeffrey Barnhill

From: David Post <dp@22projects.ai>
Sent: Wednesday, October 29, 2025 5:24 PM
To: Jeffrey Barnhill
Subject: Aspen Meadows Development Proposal - for public distribution

Good afternoon, Mr. Barnhill…

My wife and I have been full-time residents of the West End since 2020 and half-time residents for over 20 years. We live at 616 W. Smuggler, so we are very aware of the traffic issue in Aspen in general and the W. Smuggler route to the power plant and on to down valley. While it is a nuisance, we well understand the long-embedded macro problem of getting in and out of Aspen. Indeed, this is a different issue, but certainly tangential to the Aspen Meadows development.

Without doubt, my wife and I are huge fans of Aspen Music and the Institute, and while physics is above our intellectual pay grade, I appreciate the collaborative effort of 600 physicists who find their way to Aspen each year. Moreover, while our neighborhood is filled with parked cars (illegal and not) during the music we all enjoy at the "tent," the issue is mitigated by our pleasure that the music is so close to us and so enjoyable to all.

However, while I'm understanding of the legacy traffic issues of getting in and out of Aspen, it is hard for me to believe that the current P&Z would recommend a project that will greatly exacerbate that which was designed and approved my previous P&Z personnel. In today's Aspen Times appeared my Letter to the Editor, so I beg your indulgence to find your way through this email that is a bit longer than 300 words and a bit repetitive to my Letter to the Editor.

I attended the October 15th Planning and Zoning meeting it became apparent to me that consideration being given to the Aspen Meadows Planned Development amendment is problematic for numerous reasons.

The first of which is that three different non-profits (Aspen Institute, Music, and Physics) are pursuing the amendment under one umbrella, which meaningfully complicates the process. The scale, number of units, location, and impact on adjacent residents is different for each entity. Given the disparate needs and requirements of each, the only way that P&Z can make a well-considered recommendation to the City Council is to have three separate applicant proposals.

Also, the idea that this amendment would help to address the "existential" need for work force housing is misleading, at best. Our need is to provide year-round housing for the APCHA qualified workforce is essential and we are fully supportive of workforce housing wherever we can accommodate the need. However, by definition, the applicant seeks new residential units for the short-term housing of participants of institutional programing. The applicant's proposal requests 53 new units with 109 bedrooms. As you are well aware, 27 of the units with 63 bedrooms are for the Aspen Center for Physics, none of which will be available for year-round occupancy. Moreover, only a handful of units will be available for year-round housing of staff at the Aspen Institute or Music. This feels more like hotel use than workforce housing.

As you well know, tax credits are available for Low-Income and Workforce Housing and that the Applicant plans to sell these credits to finance a portion of the cost of this project. Pardon the

continuance of my assuming your awareness, but Aspen has become known as the home of billionaires. Imagine, if you will, the blowback to the city when Low-Income and Workforce Housing tax credits are earned for a project that serves so few intended constituents. Unfortunately, the Applicant's proposal falls woefully short of the details needed to assuage concerns of the public that prospective tax credits are rightfully earned.

Finally, the impact of traffic and construction on the bordering residential community has not been fully analyzed. There have been no studies about the impact of changes to 3rd and 4th streets, parking loss, and circulation on the West End. When asked why, the applicant responded that those studies "were not required."

At the risk of losing your attention I will end this missive now. I hope that you will judge this email, not as a rant, rather as a concerned, rational, and objective citizen.

Thank you.

David Post

Jeffrey Barnhill

From: Tracy Terry
Sent: Tuesday, November 4, 2025 8:58 AM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True
Subject: FW: Aspen Meadows Subdivision

Another one

-----Original Message-----
From: Presley Reed <presleyreed@gmail.com>
Sent: Monday, November 3, 2025 3:27 PM
To: Tracy Terry <tracy.terry@aspen.gov>
Cc: P Stacey Reed <staceyreed@mac.com>
Subject: Aspen Meadows Subdivision

To: Commissioners of the Aspen City Planning and Zoning Commission

As a longtime West End homeowner and Aspen resident, I am writing to express my concerns about the negative impacts of the proposed Aspen Meadows Subdivision development of affordable employee housing for the Aspen Institute, Aspen Music School and Festival, and Aspen Center for Physics. While I agree with Aspen's need for affordable employee housing, I do NOT agree with the applicant's proposed development plans as written. The proposed 60+ units will not be occupied by full-time employees of any of the three non-profit organizations. I believe that, as proposed, the negative impacts to the West End and to Meadows Road (specifically) will far outweigh the benefits.

Today's traffic in the West End and on Meadows Road (specifically) is already treacherous. Adding 60+ units within densely-populated housing structures in the Aspen Meadows Subdivision will increase this daily traffic. I am concerned that adding traffic will eventually cause accidental death or serious injury to Aspen residents or visitors.

Likewise, I am concerned that not one of the three proposed developments includes sufficient parking for the new residents (or visitors) of the employee housing. This significant omission will cause additional congestion in the West End and problems for its homeowners.

Please do not move this proposed development application forward to the City Council without additional traffic, public safety, and congestion impact studies. Further, please do not suggest that the development meets the criteria for affordable employee housing for the City of Aspen.

Thank you,
Presley Reed, MD

Jeffrey Barnhill

From: Tracy Terry
Sent: Monday, November 3, 2025 1:52 PM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True
Subject: FW: Aspen Meadows Subdivision

More public comment.

From: Stacey Reed <staceyreed@mac.com>
Sent: Monday, November 3, 2025 1:31 PM
To: Tracy Terry <tracy.terry@aspen.gov>
Cc: Presley Reed <presleyreed@gmail.com>
Subject: Aspen Meadows Subdivision

Dear Commissioners of the Aspen City Planning and Zoning Committee,

I am writing to share my concerns about the proposed Aspen Meadows Subdivision housing application as has been presented to your committee. I support and recognize Aspen's need for affordable employee housing, but I don't believe this proposal has considered its negative impact on West End traffic, parking, and public safety.

Aspen Must Not Advance Aspen Meadows Without Required Traffic Analysis

As a West End resident, I am deeply concerned that the Aspen Meadows institutional housing proposal is advancing without the traffic and parking analysis our City Code and common sense require.

This project proposes new units, altered circulation, and intensified use in a neighborhood that is already overburdened. Yet only the onsite, incremental impact has been studied. No neighborhood parking study, no cumulative traffic impact assessment, and no seasonal data have been submitted, despite these being required under the current City of Aspen's Traffic Impact Analysis (TIA) Guidelines, the Land Use Code, and the Institute of Transportation Engineers (ITE) standards, which set national engineering norms.

This bundled application, from the Aspen Institute, AMFS, and the Aspen Center for Physics, was inexplicably allowed to provide only a Level 1 TIA, the most minimal review. Even that was limited to each institution's site-specific expansion. Cumulative effects were not analyzed. By both city and industry standards, this should clearly qualify for a Level 2 TIA study.

A Planning and Zoning Commissioner asked the applicant directly if any offsite study had been done on traffic or parking. The applicant replied no, because staff did not ask them to. That omission reveals a serious process failure. At the same time, just last week there was an article about the City spending $520,000 to study West End traffic mitigation due to existing neighborhood stress. It makes no sense to

shortcut study requirements for three of the area's largest trip generators proposing major expansion and circulation changes which will only make things worse.

Until a full Level 2 TIA is completed and reviewed, this application should not move forward. Please protect the West End and do not kick the can to City Council when the work has not been done.

Thank you.

Sincerely,
Stacey Reed

Jeffrey Barnhill

From: Seth Berger <bbrny@hotmail.com>
Sent: Monday, November 3, 2025 4:43 PM
To: Jeffrey Barnhill; Tracy Terry; City Council
Subject: P&Z November 5th Meeting – Comments on Aspen Meadows Institutional Housing Application

Please provide to the Commission and make part of Record.

To the Aspen Planning & Zoning Commission

I am writing regarding the Aspen Meadows Institutional Housing Application to respectfully request that the Commission send it back to staff for further study rather than advance it to City Council.

This combined application, representing three major and distinct projects from the Aspen Institute, Aspen Music Festival and School, and the Aspen Center for Physics, raises complex issues of traffic, compatibility, and use that remain unresolved. The following key issues, taken together, demonstrate why remand is the appropriate and responsible course of action.

Staff has recommended advancing the project, citing "private affordable housing," consistency with the 2012 Aspen Area Community Plan, and compliance with "most" applicable land use standards. But none of these assertions withstand close examination. The proposal does not create permanent workforce housing — it creates short-term institutional lodging that remains under private control. The 2012 Plan calls for neighborhood compatibility and impact mitigation as equally important goals, neither of which this project meets. And compliance with "most" standards is not the legal test for a conditional use review. When material issues such as traffic, parking, and occupancy restrictions remain unresolved, a recommendation of support is premature. For these reasons, the application should not advance to Council at this time.

Below are the primary reasons I would request that this application not receive P&Z recommendation.

Key Issues Supporting Remand

1. <u>Inadequate Traffic and Parking Analysis</u>

A Level 1 Traffic Impact Assessment (TIA) was not appropriate. Under Aspen's Traffic Impact Assessment Guidelines and ITE standards, this proposal requires a Level 2 Traffic Impact Study with neighborhood routing analysis and parking impact evaluation.

The Level 1 TIA does not analyze off-site traffic impacts, neighborhood circulation, queuing, safety, or parking displacement. Proceeding without it leaves key information out of the record.

At the October 15 hearing, Commissioner Canfield asked whether any off-site traffic or parking study had been conducted. The applicant's representative from Design Workshop replied that none had been requested by staff. Commissioner Canfield remarked, "I'm not saying you did anything wrong, but it feels like staff kicked

the can to us, and now we're supposed to kick it to Council." That confirmed the off-site study was never done, leaving P&Z without the information to act responsibly.

This limited approach ignored how circulation changes, new egress points, and program expansion will affect neighborhood safety. City Engineering is already studying $540,000 worth of traffic mitigation in this same neighborhood, evidence that safety issues are severe even before proposed projects.

Long-standing parking deficits have created safety hazards on neighborhood streets. The neighborhood already faces dangerous traffic and parking conditions, often caused by these institutions. Fire lanes and no-parking zones are routinely blocked.

Commissioner Pitt questioned whether better parking solutions, such as below-grade parking at the AMFS site, had been seriously evaluated. Her comments went to the heart of the issue, whether there was a more responsible way to meet institutional needs while respecting the surrounding neighborhood, given that this is not a use by right. She noted that such an approach could even provide a neighborhood amenity and offset some of the proposed impact. The applicants' response that underground parking was "too expensive" does not justify imposing permanent burdens on nearby residents. If the application is remanded, this is precisely the kind of alternative that should be studied further.

The proposed new access along 4th Street, a narrow residential road with a bike and pedestrian lane, would functionally become the primary route for institutional traffic. This alone triggers Level 2 review under the Aspen TIA Guidelines and raises serious safety and compatibility concerns.

Several Commissioners also noted that the proposed new curb cuts and intersections would remove multiple existing public parking spaces on surrounding streets, compounding neighborhood parking shortages and safety risks. The applicant offered no analysis or mitigation for this loss. Eliminating public parking to facilitate institutional expansion further underscores the imbalance of impacts and the need for a comprehensive Level 2 study before any approvals are considered.

Commissioner Tarver also questioned the practicality of relying on post-occupancy "monitoring" and pledges by residents not to bring cars. He noted that data collected after occupancy would do nothing to reduce overflow parking or improve existing unsafe conditions. Such behavioral assurances are unenforceable and will fail to prevent institutional users from parking in the neighborhood.

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2. **Incompatible and Misrepresented Use**

What is proposed is transient institutional housing, not full-time housing. The applicants need the units for eight to fifteen weeks per year and are designing for short-term use and maximum flexibility to rent to others when unoccupied. No units will be deed-restricted for full-time occupancy. If these institutions truly needed full-time employee housing, they would commit to that use, just as every other affordable project in Aspen is required to do. Because the institutions must keep the units available for seasonal programs, they cannot be used by full-time employees year-round.

This structure creates high-turnover, short-term occupancy, institutional timeshare housing disguised as affordability. If the applicants dispute that, they should commit to full-time use.

If the units were truly restricted to full-time employees under APCHA's workforce rules, they would enhance stability and neighborhood continuity. Instead, the flexible occupancy model — seasonal staff, students,

visiting musicians, and others — creates transient use patterns that generate higher vehicle turnover and inconsistent parking demand.

Commissioner McGovern accurately described the proposed use as hotel-like, underscoring that the issue is functional, not architectural. That description captures what the record now shows: transient occupancy, frequent turnover, and institutionally controlled lodging under the guise of workforce housing. Such a model is inherently incompatible with a stable residential neighborhood and with the intended purpose of the Academic District.

The structure of their request tells the truth that the application does not. The applicants have also presented a four-tier "Occupant Priorities List," but when taken together, it allows them to house virtually anyone they choose, and first and foremost, themselves. In practice, this ensures that when the units are reserved for institutional programming, they are unavailable to full-time workforce residents. This framework preserves institutional control and flexibility rather than advancing Aspen's permanent housing goals. Until the APCHA deed restrictions are finalized and made public, neither the Commission nor the community can understand the actual use being proposed, but what is already clear is that the transient, institutionally controlled nature of the housing is fundamentally incompatible with the stable residential neighborhood it borders.

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3. **Application and Process Overload**

Though packaged as one, this is three major land-use proposals, each significant enough for its own study, and together overwhelming in scale with far-reaching consequences for the neighborhood and the city.

Three separate institutions, with different missions, governance, and operational rules, have submitted a single bundled application, obscuring the true scope of their individual and cumulative impacts. Each differs on whether and how it intends to qualify for APCHA workforce housing credits, yet none meet the full-time employment housing requirements.

Bundling exerts pressure to approve the package as a whole rather than evaluate each institution's impacts individually. It undermines transparency and prevents targeted mitigation or accountability.

Several Commissioners also questioned why the application had been advanced to P&Z while multiple substantive staff concerns remained unresolved. The staff memo itself notes multiple items "to be resolved prior to Council review," including traffic, parking, and occupancy issues, confirming that the application was advanced despite incomplete analysis. Proceeding under those conditions has left both the Commission and the public evaluating a proposal that lacks the clarity and completeness normally required at this stage.

Staff identified unresolved issues regarding vesting, reliance on theoretical parking "toolkits," and unenforceable behavioral assumptions.

Commissioner Tarver expressed concern about the unusually long vesting period requested by the applicant, questioning why such an extended duration was necessary. He suggested that if a longer vesting were ever considered, it should be tied to a defined construction timeline — for example, a three-year build-out — so the neighborhood would not endure the cumulative disruption of three separate institutional projects proceeding sequentially over a decade. His comments underscored the need to balance predictability for applicants with protection for the neighborhood from prolonged impacts.

Furthermore, the ambiguity around APCHA eligibility and occupancy type invalidates the applicant's traffic assumptions. Without verified full-time workforce restrictions, projected trip reductions and parking demand estimates lack credibility.

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4. **Process Integrity**

Other applicants are held to full standards for traffic, parking, compatibility and public education; these institutions should be held to the same.

Procedural fairness requires a complete record and full participation; both depend on a proper traffic and parking study. Not all Commissioners have engaged publicly on what is arguably Aspen's most complex application, and more questions remain than have been answered. Advancing it now challenges the the integrity of the land-use process and public confidence.

Requested Commission Action

- Remand the application to staff for comprehensive re-evaluation.
- Require a full Level 2 Traffic and Parking Study addressing cumulative, off-site, and historic impacts.
- Reassess compatibility of use within the residentially embedded District.
- Restrict any new housing to verified, full-time affordable workforce units if advanced at all.
- Mandate on-site parking solutions without reliance on the speculative "parking toolkit."

Right now, there are too many unanswered questions and too little public review. This proposal should go back to staff and not on to the Aspen City Council.

Thank you,

Seth Berger
Full Time Resident @ 314 W. Gillespie

November 4,2025

To: jeff.barnhill@city of aspen.gov
Subject: PMZ Public Comments -Aspen Idea Proposals

Dear Mr. Barnhill,

Thank you for the opportunity to comment on the proposed **Housing the Aspen Idea Planned Development,** which is being heard today 11/05/25. Remarkably, the proposal details do not show the neighborhood streets, as though these developments are in isolation of the West End, not directly adjacent and incorporated.

My family moved to the neighborhood in 1966. At that time there was only the summer music tent, a single Institute building and the Aspen Meadows. My younger sister rode her horse over all the open space. Somewhere in the mid 1970's Exxon Oil expressed interest in developing most of the open parcel. Residents mobilized and stopped that plan. Since then, there have been several parties making proposals to develop this land, and they have been rebuffed. My mother recently passed away in that house. Our family have experienced both the exciting growth and vitality of the Music Festival and School, the Aspen Institute, the Aspen Center for Physics and the recently developed Herbert Bayer Center. We sincerely appreciate being neighbors to such world class organizations. Along with their growth has come challenges, and impacts to our neighborhood. The "Housing the Aspen Idea Planned Development" will have further impacts on the west end neighborhood.

Please consider the following comments in your review of this significant plan.

1. Let's accept the fact that this 3-part plan is an effort to gain approval under the cover of three of Aspens' biggest philanthropic organizations. Who wants to fight the Music School or the Institute? Conversely will their plans really solve any problems? **Are you trying to solve neighborhood problems or just providing commercial development opportunities in the residential west end?** Oddly, it is only because of the neighbors' efforts during the past 50-60 years, that there is any open space still available today. Ten years is way too long. If necessary, provide the developers a three-year window to complete whatever might be approved. **If they are not built out, then they should reapply.**
2. What is the final plan for the entire area? If these three sub projects are approved and constructed, is that the end? I would suggest that is probably not the case. Should the proponent be required to produce a complete master plan and agree to live with it into the future. **Specifically, the master plan should require the proponents to address the entire parcel and how it will impact the surrounding neighborhoods. Alternatively, if the developments are approved, make it conditional that all remaining open space will be reserved in perpetuity (donate it to the city of Aspen). Help stop the development creep**.
3. Today's plan lacks any discussion or analysis on adjacent neighborhoods' street congestion, noise, parking impact and ingress/egress issues. Specifically, our

neighborhood is currently dealing with significant vehicle counts, event parking overflow, and a heavy mix of vehicles, bicycles and pedestrians on the streets. It appears this proposal reduces vehicle access to the Music Festival, to the 5th and Gillespie corner. **Is that correct? Please remember that this corner is currently the only bus and shuttle route!** Where in the planning is there any meaningful effort to mitigate this increase in traffic? Can the higher vehicle counts be spread across 3rd, 4th, 5th, and 6th streets? Can expanded busing services handing the proposed housing traffic**? I think the proponents should be required to make a significant annual contribution to RFTA.**

4. I applaud the suggestion that the developers will be upgrading sidewalks along Gillespie, however with a setback of only 10 feet. A narrow sidewalk with no landscaping does not assist the neighbors in lessening th e development impact along all of Gillespie. **When does the sidewalk and landscaping take place?** It would be logical to require (stipulate) the sidewalks and landscaping take place before any other construction/ development takes place.
5. Regarding landscaping, I would ask the PMZ stipulate that earthen berms, quality fencing, and major plantings (6 feet and higher) be installed on the project side of Gillespie, from 3rd Street to 6th Street. **This should be required to be fully completed in the first-year post approval.**

I would be happy to discuss any of these elements with you or your staff at your convenience.

Thank you for this opportunity to comment,

Michael Collins
mikeski6@icloud.com

Jeffrey Barnhill

From: Michael Collins <mikeski6@icloud.com>
Sent: Wednesday, November 5, 2025 1:24 PM
To: Jeffrey Barnhill; Michael Collins
Cc: Karen LENZ1; Patrick Collins; Colleen Collins; Jan Collins
Subject: Comments Re Aspen Housing Proposal
Attachments: Aspen Housing Proposal Comments Nov 5 25.docx

Jeff,
Please find attached my comments on the proposed Aspen Idea Development project.
Please include them in the Public Comment Section of the hearing, and the PMZ committee packets.
Thanks for allowing us this input opportunity.
Michael Collins

ASPEN OFFICE
625 East Hyman Avenue, Suite 201
Aspen, Colorado 81611
Telephone (970) 925-1936
Facsimile (970) 925-3008

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October 31, 2025

CHRISTOPHER D. BRYAN
cbryan@garfieldhecht.com

Via E-Mail
Nicole Henning, City Clerk
E-mail: nicole.henning@aspen.gov

RE: Aspen Meadows Affordable Housing Project
Major Amendment to a Planned Development, Growth Management Quota System, Certificates of Affordable Housing Credits and Related Reviews
Planning & Zoning Commission – Continued Public Hearing – November 5, 2025

Dear Nicole:

This law firm represents the West End Community Association ("WECA"), a group of homeowners in Aspen's West End neighborhood. We understand that at its October 15, 2025, meeting the City of Aspen's Planning and Zoning Commission ("P&Z"), continued, again, the public hearing on the above-referenced application ("Application") but closed the public portion of the hearing. However, the City Attorney has informed us that P&Z will accept written public comments in advance of its next meeting continuing that public hearing. This letter will serve as WECA's public comments on the Application, specifically focusing on the Aspen Center for Physics's ("ACP") proposal. Please disseminate this public comment to the P&Z members and the appropriate City of Aspen staff members.

First, the obvious issue is that the ACP proposal for the construction of 31 residential units (studio, two bedroom and three bedroom; 66 beds) to house visiting physicists and their families for ACP programming (essentially 1-2 week sessions occurring over 8 weeks in the winter and 16 weeks over the summer) (*see Application* at p. 34)[1] does not even come close to the APCHA definition of affordable housing/employee housing/work force housing: "[d]welling units restricted to the housing size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the Aspen City Council, Board of County Commissioner and/or the APCHA, whichever shall apply." ACP makes clear in the Application that the residential units will not house employees, but rather participants (and their families) in their programming, with "residents" moving in and out on a weekly basis. The Application makes clear that these units will, at best, be occupied 6 months out of the year, and these would not be 6 consecutive months (*Application* at p. 37). APCHA's regulations require, at minimum, 6-month (consecutive) leases except in certain extraordinary circumstances. The ACP proposal is really a cheap short term rental option. This proposal must not be considered as affordable housing or it will create the opportunity for other entities to meet affordable housing requirements by creating short term rental units

[1] Page references are to the page number of the PDF version of the Application, not the page number listed at the bottom of the Application's pages.

as long as they are for "participants" in programming or even vacations sponsored by such entities. City Council has made clear that it wants Aspen to be a "lights on" community; yet approving this Application with regard to ACP, at least, would not provide that and would eviscerate the affordable housing program and goals. The proposed deed restrictions, providing that the units will not be rented higher than the RO rates set by APCHA (however, the deed restrictions will be fully managed by ACP), will have no minimum or maximum rental period and, if ACP can't find a "qualified tenant" within its programs, such shall be offered to AMFS or Aspen Institute, then to another non-profit operating in Pitkin County and then "may be made available to other entities at the *sole discretion*." (emphasis added; *Application* at p. 222). An internally managed deed restriction that is so broad does not create affordable housing. But, if it cannot be affordable housing, then ACP will be faced with finding allotments through the GMQS system. Such labeling appears to be in place to skirt this Land Use Code requirement.

Second, as set forth in the Application, residential uses are not an allowed use in the Academics (A) Zone District (*see* City of Aspen Land Use Code ("LUC") § 26.710.230), and ACP requests a use variance therefore (*Application* at p. 56-57). The ACP proposal does not meet the requirements of LUC § 26.445.060 for granting a use variance to allow for these residential units: the establishment of 6 residential units with direct access off of W. North Street does not "minimize the adverse effects on the neighborhood and surrounding properties" as described in more detail below. Nor does this proposed use variation comply with "applicable adopted regulatory plans" as it flies in the face of the affordable housing goals, definitions and guidelines. Further, such residential unit use was clearly not contemplated in the Aspen Meadows Planned Development approvals, creating this A Zone District, and even dormitories, which are more in keeping with this being a campus with temporary guests, are a conditional use.

Third, ACP's proposals to mitigate its failure to comply with the Land Use Code's parking requirements are woefully inadequate, and the Staff Report for the 10/15/25 P&Z meeting states the same at p. 20. There will be 2 parking spaces for each of the three residential buildings (duplexes -studio on the bottom, three bedroom on the top) developed on W. North Street and no parking spaces dedicated to the residential units proposed on the north part of the property, though a 20 space parking lot will remain (*Application* p. 36-37; 50; 92-97; 215-218). Thus, ACP must meet the special review requirements found at Land Use Code § 26.515.080, including a showing that parking onsite is "practically difficult or results in an undesirable development scenario." Such has not been shown. Nor is ACP providing any offsite parking; in fact, it repeatedly states that its parking management plan, to be provided to all ACP program participants, will specifically prohibit street parking. ACP is solely relying upon participants' self-motivation to not use cars and an offering of 150 bicycles (which are not usable in the winter). Lofty goals to be sure, but how can ACP ensure that participants will not bring or need cars. Clearly, participants may drive, not fly, to Aspen, may have mobility issues making the use of bicycles or public transit difficult or impossible (as an aside, the Application is void of any discussion of meeting ADA requirements), and winter weather can make all proposed alternatives impractical. The development of units on W. North Street will eliminate 10-15 on street public parking spots and ACP will only replace 6 of these, creating parking issues for the surrounding neighborhood. At any given time, there could be 70 participants on the ACP campus if all of the housing is full, yet only 26 parking spaces, 6 of which will be allocated to 6 units (which can house up to 12 people). ACP is thus representing that at least half of its participants/families will not bring a car, as evidenced by "living memory." In fact, there's a good chance that by offering housing, *more* participants will bring cars. The parking variance should not be granted.

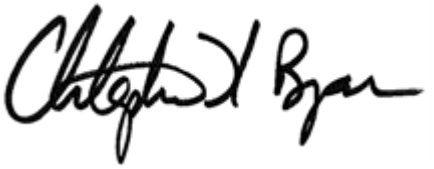
Fourth, the adjacent neighborhood will suffer from the ACP plan. ACP proposal will eliminate public easements located on private property and relocate the same into public right-of-way (*see* 10/15/25 Staff Report p. 12). ACP does not have the authority to eliminate public trail easements and its proposal will have an adverse effect on the neighborhood by forcing more ACP participants out into the neighborhood streets in order to move around campus. As stated above, it will also eliminate street parking. Further, construction of these units will have adverse effects on neighboring properties, which will be elevated if the 10 year vesting period is granted as the construction may occur in stages throughout the entire campus (not just ACP). The use variance to allow residential units by ACP on W. North Street will not minimize the adverse effects thereon and are not compatible therewith. The units will be short term rentals, disrupting a neighborhood that consists mainly of long-term occupancy (p. 58 of the *Application* states that in a year, there will be 550 participants using the housing, parking, traffic). All of the parking mitigation proposed by APC relies upon internal agreements – how will it enforce the "no street parking" requirement? The proposed W. North Street unit construction will also eliminate mature trees and vegetation; although ACP proposes to replace this, it will not be instantaneous and if not well kept, will fail.

In sum, it is clear that the ACP proposal is a classic example of trying to fit a square peg in a round hole. ACP's presentation of a purported affordable housing project is window dressing that does not hold up to scrutiny. The "pitch" by ACP should not cloud P&Z's judgment. Residential use (beyond dorms) was not contemplated in the creation of the zone district or planned development and there are reasons for that – it does not fit. And certainly, the City should be very hesitant to effectively expand "affordable housing" to short-term use.

Please let me know if anyone would like to discuss these issues further before all parties involved spend additional time and financial resources on this matter.

Very truly yours,

GARFIELD & HECHT, P.C.



Christopher D. Bryan

cc: Mary Elizabeth Geiger, Esq.
(megeiger@garfieldhecht.com)
Katharine Johnson, Esq.
(kate.johnson@aspen.gov)
Tracy Terry, Deputy Clerk
(tracy.terry@aspen.gov)

Jeffrey Barnhill

From: Tracy Terry
Sent: Monday, November 3, 2025 8:14 AM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True; Nicole Henning
Subject: FW: Written Public Comment for Aspen Meadows Affordable Housing Project Application - P&Z Commission Meeting - Continued Hearing 11.5.25
Attachments: West End Community-ltr-City-pubic comments-Aspen Center for Physics-P_Z-10.30.25(3318286.1)(3319831.1).pdf

Importance: High

More public comment.
Tracy

From: Mary Elizabeth Geiger <megeiger@garfieldhecht.com>
Sent: Friday, October 31, 2025 3:27 PM
To: Nicole Henning <nicole.henning@aspen.gov>
Cc: Kate Johnson <kate.johnson@aspen.gov>; Chris Bryan <cbryan@garfieldhecht.com>; Tracy Terry <tracy.terry@aspen.gov>
Subject: Written Public Comment for Aspen Meadows Affordable Housing Project Application - P&Z Commission Meeting - Continued Hearing 11.5.25
Importance: High

Nicole – please see the attached letter of public comment submitted on behalf of the West End Community Association. Please confirm that this will be added to the packet for the P&Z Commissioners in advance of the meeting (preferably today). Thank you.
Let me know if you have any questions,
Mary Elizabeth

Mary Elizabeth Geiger
Senior Counsel

Garfield & Hecht, P.C.
Aspen | Avon | Carbondale | Denver | Glenwood Springs | Telluride

910 Grand Ave., Suite 201
Glenwood Springs, Colorado 81601
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Jeffrey Barnhill

From: Jessie Mann <jmann@activecyber.com>
Sent: Wednesday, November 5, 2025 8:32 AM
To: Jeffrey Barnhill
Subject: FW: Concerns Regarding 4th Street Entrance and Zoning Intent (Music School Zoning)

Jeff,

Please include these additional info to my comments I sent you last time:

We are very concerned about the intended usage of the Music School units. Our understanding is that these units will primarily be used by staff and students during the summer months and then made available to other non-profit organizations at other times. This arrangement appears to effectively allow short-term occupancy or rental by various groups, which could turn these units into short-term hotel- or condo-style accommodations. Such usage would be fundamentally different from the original zoning intent and restrictions for this property.

Best regards,

Jessie Mann
Founding Partner
Active Cyber
972-839-8600

From: Jessie Mann
Sent: Wednesday, October 15, 2025 3:48 PM
To: 'Jeffrey Barnhill' <jeffrey.barnhill@aspen.gov>
Subject: Concerns Regarding 4th Street Entrance and Zoning Intent (Music School Zoning)

Jeff,

please share the following feedback with the to the P&Z board.

thx

The current traffic flow will be significantly impacted by adding a 4th Street entrance to the music school parking lot. We already have substantial pedestrian and bicycle traffic along 4th Street. Allowing vehicle entry and exit from Main Street and Smuggler through 4th will interfere with the pedestrian walkway and create serious safety and congestion concerns. P&Z should carefully review the original intent of the Planned Development (PD) and the existing zoning. The original limitation of access and usage was specifically designed for the school dormitories—and those conditions have not changed.
Furthermore, these units should not be converted into short-term rentals for individuals not affiliated with the Music School or the Aspen Institute. Such use would clearly contradict the intent and spirit of the original zoning approval.

-regards,

Jessie Mann

639 N 4Th Street

972-839-8600

www.activecyber.com

Jeffrey Barnhill

From: Tracy Terry
Sent: Thursday, October 30, 2025 10:57 AM
To: Jeffrey Barnhill
Subject: FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Thursday, October 30, 2025 10:56 AM
To: Tracy Terry <tracy.terry@aspen.gov>
Subject: FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Ricki and John McHugh <mchughaspen@me.com>
Sent: Thursday, October 30, 2025 8:47 AM
To: City Council <council@aspen.gov>
Subject: Fwd: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Date: October 29, 2025 at 8:59:20 PM MDT
To: Ricki McHugh <mchughaspen@me.com>
Cc: meaghan.rubey@gmail.com

Subject: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Hello Meaghan,

Building additional housing at the proposed MAA, Physics and Meadows will not address Aspen's need for employee housing. The current proposal will increase west end traffic. Aspen Meadows residents are best able to provide an accurate number of actual vehicles that the proposed new units will add to the neighborhood.

Circumventing existing rules regarding the number of parking spaces built, serves no one, increases traffic in the already congested west end and only benefits the developers. Adequate parking can be achieved by building underground parking at the MAA lot. Having built Harris Hall underground, the MAA is no stranger to subterranean construction. An underground parking lot would allow for double or triple the current parking, environmental conservation, better wildlife management and easier access by both patrons and performers.

Ricki McHugh

On Oct 29, 2025, at 3:27 PM, Meaghan Rubey <meaghan.rubey@gmail.com> wrote:

In case anyone missed this article today, it's attached. Our upcoming efforts will focus on writing letters of support for congestion pricing and cordon fees — key steps toward achieving real change in traffic conditions in the West End. More to come soon.

West End traffic solution designs, analysis come with $520,000 pricetag

- Lucy Peterson, Aspen Daily News Staff Writer

- 18 hrs ago

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<image.png>

Cars drive down West Hallam Street on Tuesday afternoon through the West End. The Aspen City Council wants to crack down on increased traffic through the West End neighborhood, which makes up about 30% of the traffic leaving Aspen during peak afternoon hours.
Jason Charme/Aspen Daily News

Aspen City Council wants to move forward with a swath of projects aimed at mitigating West End traffic.

City of Aspen engineering department staff presented potential West End traffic mitigation projects during a city council work session that, in total, would cost about $520,000 to design and analyze. The projects range from vehicle barriers on West Hallam Street to an analysis of prohibiting right turns onto Bleeker Street from Mill Street during peak traffic hours. Analysis and design of those two projects would cost $9,125 and $35,935, respectively.

City council sought solutions to increased traffic in the West End after residents in the neighborhood sent a barrage of letters to the city about the influx of traffic this summer. About 30% of traffic leaving town during peak hours does so through the West End using West Smuggler Street to get to Power Plant Road, City Engineer Tricia Aragon told city council in August.

“The West End is — suffering is a strong word — but they are dealing with traffic on a daily basis that, again, [30%] of traffic, I don’t think anyone’s happy with that,” Councilman John Doyle said.

The projects presented on Monday are broken into three categories — pedestrian improvements, West End traffic flow improvements and Highway 82 traffic flow improvements.

It would take two years to complete all 15 proposed projects. City council will review the projects as supplemental requests later this year to give city staff the approval to move forward. The city would enter contracts with Jacobs Engineering and Alta Engineering to work on the projects.

While council members generally supported exploring the projects, some hesitated to support proposals to investigate congestion pricing in the West End or feasibility of cordoning off the

neighborhood. Those two projects would cost $93,515 and $51,935, respectively.

Councilwoman Christine Benedetti said the Transportation Coalition for the 21st Century — a coalition of valley elected officials and stakeholders that has been meeting since the spring to address valley-wide congestion issues — has been exploring congestion pricing, and may include such a plan in its final recommendations set to be released at the end of this year.

"I think, especially given the transportation coalition's work, I would hate to jump the gun and get negative community feedback on congestion pricing and hinder anything that happens at a broader community level," Benedetti said.

Council members agreed to hold off on including the congestion pricing and cordoning off the neighborhood projects, but wanted to move forward with the others.

Some projects could be completed as early as next summer, but others may take longer to study and implement. City council will approve the supplemental funding requests for the projects at a future city council meeting this year.

Other proposed projects include curb extensions at key intersections in the West End, which would cost

$119,075 for analysis and designs, and exploring one-way alley signage in the neighborhood, which would cost $23,555.

Councilman Sam Rose was hesitant to support some projects because of the need for more studies rather than actual implementation of the solutions.

But they require some engineering and feasibility studies to determine widespread efficacy, Mayor Rachel Richards said, and would likely have to all work together to tackle West End congestion, rather than one solution fixing the problem.

“This neighborhood has gone from 5%, 10% of the traffic, no big deal, to fully a third of the traffic coming into Aspen and I think it would be irresponsible for this council to say, ‘It’s OK, it’s $500,000 we have to study a few of these things before we just go out and implement them, so we’re not going to do anything,’” Richards said.

The city estimates the design costs for the proposed projects are about 10% of the construction and implementation costs of each project.

To monitor safety in the West End amid the influx of traffic, the Aspen Police Department stationed an officer in the neighborhood this fall. It was a temporary position to respond to the complaints of

increased traffic, resulting in 214 traffic stops from the end of August to the end of September.

About 45% of those stops resulted in citations.

If the department chooses to keep the position permanently, it would likely be considered during next year's budget cycle, APD Chief Kim Ferber previously told the Aspen Daily News.

Jeffrey Barnhill

From: David Post <dp@22projects.ai>
Sent: Wednesday, October 29, 2025 5:24 PM
To: Jeffrey Barnhill
Subject: Aspen Meadows Development Proposal - for public distribution

Good afternoon, Mr. Barnhill…

My wife and I have been full-time residents of the West End since 2020 and half-time residents for over 20 years. We live at 616 W. Smuggler, so we are very aware of the traffic issue in Aspen in general and the W. Smuggler route to the power plant and on to down valley. While it is a nuisance, we well understand the long-embedded macro problem of getting in and out of Aspen. Indeed, this is a different issue, but certainly tangential to the Aspen Meadows development.

Without doubt, my wife and I are huge fans of Aspen Music and the Institute, and while physics is above our intellectual pay grade, I appreciate the collaborative effort of 600 physicists who find their way to Aspen each year. Moreover, while our neighborhood is filled with parked cars (illegal and not) during the music we all enjoy at the "tent," the issue is mitigated by our pleasure that the music is so close to us and so enjoyable to all.

However, while I'm understanding of the legacy traffic issues of getting in and out of Aspen, it is hard for me to believe that the current P&Z would recommend a project that will greatly exacerbate that which was designed and approved my previous P&Z personnel. In today's Aspen Times appeared my Letter to the Editor, so I beg your indulgence to find your way through this email that is a bit longer than 300 words and a bit repetitive to my Letter to the Editor.

I attended the October 15th Planning and Zoning meeting it became apparent to me that consideration being given to the Aspen Meadows Planned Development amendment is problematic for numerous reasons.

The first of which is that three different non-profits (Aspen Institute, Music, and Physics) are pursuing the amendment under one umbrella, which meaningfully complicates the process. The scale, number of units, location, and impact on adjacent residents is different for each entity. Given the disparate needs and requirements of each, the only way that P&Z can make a well-considered recommendation to the City Council is to have three separate applicant proposals.

Also, the idea that this amendment would help to address the "existential" need for work force housing is misleading, at best. Our need is to provide year-round housing for the APCHA qualified workforce is essential and we are fully supportive of workforce housing wherever we can accommodate the need. However, by definition, the applicant seeks new residential units for the short-term housing of participants of institutional programing. The applicant's proposal requests 53 new units with 109 bedrooms. As you are well aware, 27 of the units with 63 bedrooms are for the Aspen Center for Physics, none of which will be available for year-round occupancy. Moreover, only a handful of units will be available for year-round housing of staff at the Aspen Institute or Music. This feels more like hotel use than workforce housing.

As you well know, tax credits are available for Low-Income and Workforce Housing and that the Applicant plans to sell these credits to finance a portion of the cost of this project. Pardon the

continuance of my assuming your awareness, but Aspen has become known as the home of billionaires. Imagine, if you will, the blowback to the city when Low-Income and Workforce Housing tax credits are earned for a project that serves so few intended constituents. Unfortunately, the Applicant's proposal falls woefully short of the details needed to assuage concerns of the public that prospective tax credits are rightfully earned.

Finally, the impact of traffic and construction on the bordering residential community has not been fully analyzed. There have been no studies about the impact of changes to 3rd and 4th streets, parking loss, and circulation on the West End. When asked why, the applicant responded that those studies "were not required."

At the risk of losing your attention I will end this missive now. I hope that you will judge this email, not as a rant, rather as a concerned, rational, and objective citizen.

Thank you.

David Post

Jeffrey Barnhill

From: Tracy Terry
Sent: Tuesday, November 4, 2025 8:58 AM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True
Subject: FW: Aspen Meadows Subdivision

Another one

-----Original Message-----
From: Presley Reed <presleyreed@gmail.com>
Sent: Monday, November 3, 2025 3:27 PM
To: Tracy Terry <tracy.terry@aspen.gov>
Cc: P Stacey Reed <staceyreed@mac.com>
Subject: Aspen Meadows Subdivision

To: Commissioners of the Aspen City Planning and Zoning Commission

As a longtime West End homeowner and Aspen resident, I am writing to express my concerns about the negative impacts of the proposed Aspen Meadows Subdivision development of affordable employee housing for the Aspen Institute, Aspen Music School and Festival, and Aspen Center for Physics. While I agree with Aspen's need for affordable employee housing, I do NOT agree with the applicant's proposed development plans as written. The proposed 60+ units will not be occupied by full-time employees of any of the three non-profit organizations. I believe that, as proposed, the negative impacts to the West End and to Meadows Road (specifically) will far outweigh the benefits.

Today's traffic in the West End and on Meadows Road (specifically) is already treacherous. Adding 60+ units within densely-populated housing structures in the Aspen Meadows Subdivision will increase this daily traffic. I am concerned that adding traffic will eventually cause accidental death or serious injury to Aspen residents or visitors.

Likewise, I am concerned that not one of the three proposed developments includes sufficient parking for the new residents (or visitors) of the employee housing. This significant omission will cause additional congestion in the West End and problems for its homeowners.

Please do not move this proposed development application forward to the City Council without additional traffic, public safety, and congestion impact studies. Further, please do not suggest that the development meets the criteria for affordable employee housing for the City of Aspen.

Thank you,
Presley Reed, MD

Jeffrey Barnhill

From: Tracy Terry
Sent: Monday, November 3, 2025 1:52 PM
To: Charlie Tarver; Deana Juskys; eknight@teamavsc.org; Ken Canfield; maryannlpitt@gmail.com; Max Twarjan; Richard Lai; teraissa.mcgovern@gmail.com; tom_gorman@outlook.com
Cc: Jeffrey Barnhill; Jim True
Subject: FW: Aspen Meadows Subdivision

More public comment.

From: Stacey Reed <staceyreed@mac.com>
Sent: Monday, November 3, 2025 1:31 PM
To: Tracy Terry <tracy.terry@aspen.gov>
Cc: Presley Reed <presleyreed@gmail.com>
Subject: Aspen Meadows Subdivision

Dear Commissioners of the Aspen City Planning and Zoning Committee,

I am writing to share my concerns about the proposed Aspen Meadows Subdivision housing application as has been presented to your committee. I support and recognize Aspen's need for affordable employee housing, but I don't believe this proposal has considered its negative impact on West End traffic, parking, and public safety.

Aspen Must Not Advance Aspen Meadows Without Required Traffic Analysis

As a West End resident, I am deeply concerned that the Aspen Meadows institutional housing proposal is advancing without the traffic and parking analysis our City Code and common sense require.

This project proposes new units, altered circulation, and intensified use in a neighborhood that is already overburdened. Yet only the onsite, incremental impact has been studied. No neighborhood parking study, no cumulative traffic impact assessment, and no seasonal data have been submitted, despite these being required under the current City of Aspen's Traffic Impact Analysis (TIA) Guidelines, the Land Use Code, and the Institute of Transportation Engineers (ITE) standards, which set national engineering norms.

This bundled application, from the Aspen Institute, AMFS, and the Aspen Center for Physics, was inexplicably allowed to provide only a Level 1 TIA, the most minimal review. Even that was limited to each institution's site-specific expansion. Cumulative effects were not analyzed. By both city and industry standards, this should clearly qualify for a Level 2 TIA study.

A Planning and Zoning Commissioner asked the applicant directly if any offsite study had been done on traffic or parking. The applicant replied no, because staff did not ask them to. That omission reveals a serious process failure. At the same time, just last week there was an article about the City spending $520,000 to study West End traffic mitigation due to existing neighborhood stress. It makes no sense to

shortcut study requirements for three of the area's largest trip generators proposing major expansion and circulation changes which will only make things worse.

Until a full Level 2 TIA is completed and reviewed, this application should not move forward. Please protect the West End and do not kick the can to City Council when the work has not been done.

Thank you.

Sincerely,
Stacey Reed

Jeffrey Barnhill

From: Ben Anderson
Sent: Wednesday, January 7, 2026 4:49 PM
To: Jeffrey Barnhill
Subject: Fw: Neighborhood Impacts and Mitigation Concerns Regarding Proposed Employee Housing Project

Follow Up Flag: Follow up
Flag Status: Flagged

Public Comment - Meadows

Ben Anderson, AICP
Community Development Director
City of Aspen
970.429.2765

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Wednesday, January 7, 2026 4:46 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: Fw: Neighborhood Impacts and Mitigation Concerns Regarding Proposed Employee Housing Project

For the public record

Get Outlook for iOS

From: Kelly Nimmo-Guenther <kguenther@me.com>
Sent: Wednesday, January 7, 2026 4:27:17 PM
To: City Council <council@aspen.gov>
Subject: Neighborhood Impacts and Mitigation Concerns Regarding Proposed Employee Housing Project

Good morning Council Members,
I am writing in advance of the first reading of the Aspen Institute/Music School/Physics Center employee housing proposal to share concerns from a West End neighbor who supports these institutions and their missions, but is also deeply concerned about cumulative neighborhood impacts.
I have lived next door to the White Elephant construction project for more than two years, and the impact of commercial vehicle traffic on our small residential streets has been challenging at best and, at times, damaging. Construction vehicles have driven onto my property, resulting in lawn and irrigation damage,

and daily truck traffic has significantly reduced safety and quality of life for residents. This experience makes me very concerned about adding yet another major construction project without strong, enforceable mitigation requirements.

At a minimum, all construction-related traffic should be required to remain on project property and designated routes, with no staging or parking in surrounding neighborhoods. In addition, the City should require and incentivize construction worker ride-sharing and transportation plans that meaningfully reduce the number of individual vehicles entering the West End each day.

Bleeker Street is already heavily impacted by regular commuter and tourist traffic using it as an alternative to Main Street congestion. Adding permanent parking overflow and construction traffic to these same residential streets will only compound an already strained situation.

Specific concerns I urge Council to address include:

- Comprehensive construction traffic mitigation and enforcement
- Elimination of neighborhood overflow parking from existing parking deficits
- Strong incentives for carpooling and alternative transportation for workers
- Pedestrian and bicycle safety improvements throughout the neighborhood
- Limiting curb cuts and maintaining alley-based access consistent with West End character
- Avoiding new vehicle entrances onto pedestrian-oriented streets such as Fourth Street
- Ongoing traffic enforcement, as stop-sign violations, speeding, and alley cut-throughs remain common
- Clear assurances that this housing will truly serve full-time employees, not transient or short-term use

I want to emphasize that I value the Aspen Institute, the Music School, and the Physics Center and believe they are integral to Aspen's culture and economy. My concern is not with the institutions themselves, but with ensuring that development is done carefully and thoughtfully, with meaningful protections for the surrounding residential community.

There is no reason not to get this right. I respectfully ask Council to require strong, enforceable mitigation measures before approving additional development in the West End.

Thank you for your consideration and for your service to our community.

Sincerely,

Kelly Nimmo-Guenther

West End Resident

Aspen, Colorado

Jeffrey Barnhill

From: Ben Anderson
Sent: Monday, November 17, 2025 2:11 PM
To: Jeffrey Barnhill
Subject: FW: Public comment only sent to council FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Ben Anderson, AICP
Community Development Director
City of Aspen
970.429.2765

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-----Original Message-----
From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, November 17, 2025 1:52 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: Public comment only sent to council FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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-----Original Message-----
From: Jennifer Turkat <jnfr5353@gmail.com>
Sent: Wednesday, October 29, 2025 9:06 PM
To: City Council <council@aspen.gov>
Cc: meaghan.rubey@gmail.com; Ricki McHugh <mchughaspen@me.com>
Subject: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Dear Aspen City Council,

Building additional housing at the proposed MAA, Physics and Meadows will not address Aspen's need for employee housing. The current proposal will increase west end traffic. Aspen Meadows residents are best able to provide an accurate number of actual vehicles that the proposed new units will add to the neighborhood.

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Ricki McHugh

Jennifer
USA: 310.990.9432

Jeffrey Barnhill

From: Ben Anderson
Sent: Monday, November 17, 2025 2:11 PM
To: Jeffrey Barnhill
Subject: FW: Public comment only sent to council FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Ben Anderson, AICP
Community Development Director
City of Aspen
970.429.2765

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, November 17, 2025 1:52 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: Public comment only sent to council FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Ricki and John McHugh <mchughaspen@me.com>
Sent: Thursday, October 30, 2025 8:47 AM
To: City Council <council@aspen.gov>
Subject: Fwd: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Date: October 29, 2025 at 8:59:20 PM MDT
To: Ricki McHugh <mchughaspen@me.com>
Cc: meaghan.rubey@gmail.com

Subject: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Hello Meaghan,

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Ricki McHugh

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In case anyone missed this article today, it's attached. Our upcoming efforts will focus on writing letters of support for congestion pricing and cordon fees — key steps toward achieving real change in traffic conditions in the West End. More to come soon.

West End traffic solution designs, analysis come with $520,000 pricetag

- Lucy Peterson, Aspen Daily News Staff Writer

- 18 hrs ago

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Cars drive down West Hallam Street on Tuesday afternoon through the West End. The Aspen City Council wants to crack down on increased traffic through the West End neighborhood, which makes up about 30% of the traffic leaving Aspen during peak afternoon hours.
Jason Charme/Aspen Daily News

Aspen City Council wants to move forward with a swath of projects aimed at mitigating West End traffic.

City of Aspen engineering department staff presented potential West End traffic mitigation projects during a city council work session that, in total, would cost about $520,000 to design and analyze. The projects

range from vehicle barriers on West Hallam Street to an analysis of prohibiting right turns onto Bleeker Street from Mill Street during peak traffic hours. Analysis and design of those two projects would cost $9,125 and $35,935, respectively.

City council sought solutions to increased traffic in the West End after residents in the neighborhood sent a barrage of letters to the city about the influx of traffic this summer. About 30% of traffic leaving town during peak hours does so through the West End using West Smuggler Street to get to Power Plant Road, City Engineer Tricia Aragon told city council in August.

“The West End is — suffering is a strong word — but they are dealing with traffic on a daily basis that, again, [30%] of traffic, I don’t think anyone’s happy with that,” Councilman John Doyle said.

The projects presented on Monday are broken into three categories — pedestrian improvements, West End traffic flow improvements and Highway 82 traffic flow improvements.

It would take two years to complete all 15 proposed projects. City council will review the projects as supplemental requests later this year to give city staff the approval to move forward. The city would enter contracts with Jacobs Engineering and Alta Engineering to work on the projects.

While council members generally supported exploring the projects, some hesitated to support proposals to investigate congestion pricing in the West End or feasibility of cordoning off the neighborhood. Those two projects would cost $93,515 and $51,935, respectively.

Councilwoman Christine Benedetti said the Transportation Coalition for the 21st Century — a coalition of valley elected officials and stakeholders that has been meeting since the spring to address valley-wide congestion issues — has been exploring congestion pricing, and may include such a plan in its final recommendations set to be released at the end of this year.

“I think, especially given the transportation coalition’s work, I would hate to jump the gun and get negative community feedback on congestion pricing and hinder anything that happens at a broader community level,” Benedetti said.

Council members agreed to hold off on including the congestion pricing and cordoning off the neighborhood projects, but wanted to move forward with the others.

Some projects could be completed as early as next summer, but others may take longer to study and implement. City council will approve the

supplemental funding requests for the projects at a future city council meeting this year.

Other proposed projects include curb extensions at key intersections in the West End, which would cost $119,075 for analysis and designs, and exploring one-way alley signage in the neighborhood, which would cost $23,555.

Councilman Sam Rose was hesitant to support some projects because of the need for more studies rather than actual implementation of the solutions.

But they require some engineering and feasibility studies to determine widespread efficacy, Mayor Rachel Richards said, and would likely have to all work together to tackle West End congestion, rather than one solution fixing the problem.

“This neighborhood has gone from 5%, 10% of the traffic, no big deal, to fully a third of the traffic coming into Aspen and I think it would be irresponsible for this council to say, ‘It’s OK, it’s $500,000 we have to study a few of these things before we just go out and implement them, so we’re not going to do anything,’” Richards said.

The city estimates the design costs for the proposed projects are about 10% of the construction and implementation costs of each project.

To monitor safety in the West End amid the influx of traffic, the Aspen Police Department stationed an officer in the neighborhood this fall. It was a temporary position to respond to the complaints of increased traffic, resulting in 214 traffic stops from the end of August to the end of September.

About 45% of those stops resulted in citations.

If the department chooses to keep the position permanently, it would likely be considered during next year's budget cycle, APD Chief Kim Ferber previously told the Aspen Daily News.

Jeffrey Barnhill

From: Tracy Terry
Sent: Monday, November 10, 2025 9:14 AM
To: Jeffrey Barnhill; Jim True
Subject: FW: Concerns Regarding West End Traffic, Safety, and the Aspen Meadows/Institute Project

Hi,
This came in for Council and P&Z. Do I need to do anything with it or am I ok deleting?
Thanks
Tracy

From: Dennis Ratner <dfrhair@dfrholdings.com>
Sent: Monday, November 10, 2025 5:26 AM
To: Public Comment <publiccomment@aspen.gov>; City Council <council@aspen.gov>; Tracy Terry <tracy.terry@aspen.gov>
Subject: Concerns Regarding West End Traffic, Safety, and the Aspen Meadows/Institute Project

Dear Aspen Planning & Zoning Committee and Aspen City Council,

I am writing today with major concerns about the West End—specifically traffic mitigation and public safety issues related to the proposed project. This project does not appear to include housing for many full-time employees of the Aspen Institute or the Meadows, and the Physics Center seems to host primarily transient visitors. As such, this proposal looks much more like a short-term rental or hotel-style operation within the West End rather than true workforce housing.

I live on W. Smuggler Street near Power Plant Road, where the amount of traffic—already up 34% and increasing—is excessive and incompatible with the character of this historic neighborhood. It is unacceptable that so many noisy construction vehicles and cut-through drivers are using this off-Main Street "sneak" route, degrading what was once a quiet and vibrant residential area. We need managed traffic and strong leadership from City Council to address this growing problem.

Approving this new project will not reduce congestion. Some of the employees will still drive to the Castle Creek campus, while the majority of traffic will likely come from short-term visitors constantly arriving and departing through an already unsafe and overburdened corridor.

There must be clear traffic mitigation measures, potential cordon fees, and limits on the number of construction vehicles using Power Plant Road and the West End—not only for current renovations but also in anticipation of this looming project.

We all respect and value the Aspen Institute, the Aspen Meadows, and the Center for Physics, but the level of construction and visitor traffic this project will generate is unsafe and unsustainable for those who live in the West End.

Sincerely,
Dennis Ratner
916 W Smuggler Street, Aspen CO 81611

Jeffrey Barnhill

From: Ben Anderson
Sent: Monday, November 10, 2025 2:32 PM
To: Jeffrey Barnhill
Subject: FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Ben Anderson, AICP
Community Development Director
City of Aspen
970.429.2765

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, November 10, 2025 1:28 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Public comments

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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Sent: Thursday, October 30, 2025 8:47 AM
To: City Council <council@aspen.gov>
Subject: Fwd: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Date: October 29, 2025 at 8:59:20 PM MDT
To: Ricki McHugh <mchughaspen@me.com>
Cc: meaghan.rubey@gmail.com

Subject: Proposed MAA, Physics & Aspen Meadows Housing Expansion

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Jeffrey Barnhill

From: Ben Anderson
Sent: Monday, November 10, 2025 2:31 PM
To: Jeffrey Barnhill
Subject: FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Ben Anderson, AICP
Community Development Director
City of Aspen
970.429.2765

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-----Original Message-----
From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, November 10, 2025 1:27 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Proposed MAA, Physics & Aspen Meadows Housing Expansion

Not sure why these comments are only going to council but should be part of the public record when we get to this hearing- I will be sending more that were just sent to 'council'
Best Rachael

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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-----Original Message-----
From: Jennifer Turkat <jnfr5353@gmail.com>
Sent: Wednesday, October 29, 2025 9:06 PM
To: City Council <council@aspen.gov>
Cc: meaghan.rubey@gmail.com; Ricki McHugh <mchughaspen@me.com>
Subject: Proposed MAA, Physics & Aspen Meadows Housing Expansion

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Ricki McHugh

Jennifer
USA: 310.990.9432

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, January 27, 2026 1:59 PM
To: Jeffrey Barnhill
Subject: Fw: West End

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, January 27, 2026 1:41:07 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: West End

For the next public comment packet-

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
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-----Original Message-----
From: Carol Auld <auldcarol@gmail.com>
Sent: Monday, January 26, 2026 3:33 PM
To: City Council <council@aspen.gov>
Subject: West End

Dear Council members,

I am writing again to ask you to please focus on enhancing the safety of walking and biking in the West End. My grandchildren are coming in a few weeks, and I feel like my house is in a danger zone. I worry that the housing proposal from the Aspen Institute/, Music/Physic Institute will exacerbate the situation. Please consider the impact it will have on local residents before approving the plan.

Thank you for any consideration.

Sincerely, Carol Auld

ASPEN OFFICE
625 East Hyman Avenue, Suite 201
Aspen, Colorado 81611
Telephone (970) 925-1936
Facsimile (970) 925-3008

GARFIELD & HECHT, P.C.

ATTORNEYS AT LAW
Since 1975
www.garfieldhecht.com

January 21, 2026

CHRISTOPHER D. BRYAN
cbryan@garfieldhecht.com

Via E-Mail
Nicole Henning, City Clerk
E-mail: nicole.henning@aspen.gov

RE: Aspen Meadows Affordable Housing Project
Major Amendment to a Planned Development, Growth Management Quota System, Certificates of Affordable Housing Credits and Related Reviews
City Council – First Reading of Ordinance, January 27, 2026

Dear Nicole:

As you are aware, this law firm represents the West End Community Association ("WECA"), a Colorado non-profit consisting of a group of homeowners in Aspen's historic West End neighborhood. We submitted a public comment letter on behalf of WECA to the City of Aspen's Planning and Zoning Commission ("P&Z") for their November 5, 2025, continued hearing regarding the above-referenced application ("Application"). At that hearing, despite overwhelming public comment against the Application, P&Z voted to recommend approval of the Application to City Council with minimal terms and conditions. In addition to our October 31, 2025, letter, which is part of the record for the Application as it goes to City Council, this letter will serve as WECA's additional public comments on the Application to the City Council, specifically focusing on the Aspen Center for Physics' ("ACP") proposal. **Please promptly disseminate this written public comment to the Mayor and City Council members and to the appropriate City of Aspen staff members.** We reserve the right to provide oral public comment on the Application at any public meeting before City Council regarding the same. It is our understanding that no amendments to the Application, and specifically the ACP proposal, have been filed since the presentation to P&Z on November 5, 2025.

I. The ACP Proposed Housing Is Not "Affordable Housing."

The ACP housing proposal is *not* an affordable housing proposal and therefore, the Applicant should not receive any variances, waivers, or benefits of such a classification, including exemption from GMQS restrictions or affordable housing mitigation requirements. The Application for the ACP states that "[t]he application is for replacement Essential Public Facility space and Affordable Housing units." *Application*, p. 62. Further on, the Application states that proposed ACP housing "shall be used to provide housing for ACP program participants and their families." *Application*, p. 222. These "**visiting** physicians and scientists" will use the ACP housing "for 1-5 weeks during the summer" and for "one-week conferences in Aspen every winter." *Application*, p. 12 & 50 (emphasis added). Thus, at most, one physicist could spend a total of five weeks in Aspen. Although the Application proposes the implementation and recordation of a "deed restriction" (ostensibly in conjunction with Aspen/Pitkin County Housing Authority ("APCHA")) (*Application* Exhibit N) on these ACP housing units, such a proposed deed restriction is self-policed and enforced solely by ACP without any oversight. These visitors

are not full-time residents who work at least 1,500 hours per calendar year in Pitkin County and who would be occupying the units for at least 9 months, as required by APCHA Guidelines. As such, the proposed ACP housing cannot be considered deed-restricted, affordable housing as described in the City Code and APCHA Guidelines.

APCHA defines affordable housing/employee housing/workforce housing, a definition to which the City is bound, as: "[d]welling units restricted to the housing size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the Aspen City Council, Board of County Commissioner and/or the APCHA, whichever shall apply." ACP makes clear in the Application that the residential units will not house employees, but rather participants (and their families) in their programming, with short-term "residents" moving in and out on a weekly basis. The Application makes clear that these units will, at best, be occupied 6 months out of the year, and these would not be 6 consecutive months (*Application*, p. 37). APCHA's regulations require, at minimum, 6-month (consecutive) leases except in certain extraordinary circumstances.

Although the Application camouflages its true intentions with the enticing term "affordable housing," City Council does not have the luxury of subscribing to the deceptive nature of what this really is: the ACP proposal is really nothing more than a cheap short-term rental option.

This proposal cannot honestly be deemed "affordable housing" as the community understands that term. If it, then it will create the opportunity for other entities to meet affordable housing requirements by creating short-term rental units as long as they are for "participants" in programming or even vacations sponsored by such entities. City Council has made clear that it wants Aspen to be a "lights on" community; yet approving this Application with regard to ACP, at least, would not provide that and would eviscerate the affordable housing program and goals. The proposed deed restrictions, providing that the units will not be rented higher than the RO rates set by APCHA (however, the deed restrictions will be fully managed by ACP), will have no minimum or maximum rental period and, if ACP can't find a "qualified tenant" within its programs, such shall be offered to AMFS or Aspen Institute, then to another non-profit operating in Pitkin County and then "may be made available to other entities at [ACP's] *sole discretion*" (emphasis added; *Application* at p. 222). An internally managed deed restricted housing development that is this breathtakingly broad does not create affordable housing. But, if it cannot be affordable housing, then ACP will be faced with finding allotments through the GMQS system. Such labeling appears to be in place to skirt this Land Use Code requirement. WECA trusts that City Staff and City Council are clear-eyed enough to see through the smokescreen.

In addition, even though the Applicant proposes that the ACP housing may be used by "other non-profits in need of housing for their staff members" when the units are not occupied by physicists and faculty, this use still will not qualify the ACP housing as "affordable housing." This is because, over half of the year, the ACP housing will be used by visitors and their families (i.e., short-term occupants) so there is no opportunity for any of this staff to utilize a housing unit for over 9 months in a year. Therefore, even with this "offer," the proposed housing units cannot be considered affordable housing as set forth in the City Code and APCHA Guidelines but rather are more akin to short-term vacation rentals for the physicists and their families.

The reason ACP uses the misnomer "affordable housing" is apparent to anyone who has actually read the Application and the City Code requirements: ACP needs this housing to be deemed "affordable

housing" in order for the Application to comply with the City's requirements for Growth Management as set forth in Section 26.470.080(a) of the City of Aspen Land Use Code ("LUC"). If the units are *not* qualified as affordable housing units, the Applicant must find residential growth management allotments available pursuant to LUC § 26.470.040(b). Based on the foregoing, ACP's proposed housing cannot be qualified as such, and Applicant must revise the Application and find available growth management allotments for the same.

WECA is confident that City Council and Staff will not fall for Application's sleight-of-hand in this regard.

II. A Use Variance Cannot Be Granted for the Proposed ACP Housing Units.

As set forth in the Application, residential uses are not an allowed use in the Academics (A) Zone District (*see* LUC § 26.710.230), which is the zone district for the entire Aspen Meadows Campus, including the ACP. The Application provides:

> *Because of the nature of those [persons] being housed in these academic units, the Aspen Center for Physics is not requesting Certificates of Affordable Housing Credits. The Aspen Center for Physics request is best described as Academic Housing.*

Application, p. 12. For the ACP, Applicant proposes to build 11 studio units, 8 two-bedroom units, 11 three-bedroom units, and 1 six-person dormitory. "The purpose of the Academic (A) Zone District is to establish lands for education and cultural activities with attendant research, housing and administrative facilities." LUC § 26.710.230(a). In the A zone district, academic housing consists of "boardinghouse[s] and dormitor[ies] for housing students and faculty of schools and other academic institutions." LUC § 26-710.230(c)(1). Given that the City's definition of academic housing only allows dormitories and boarding houses, out of ACP's four proposed housing unit types, only the dormitory could legitimately approved be built on the ACP property to be in compliance with the LUC. However, dormitories are a conditional use that requires the Applicant to seek a conditional use permit to construct. LUC § 26.710.230(c)(1). Nowhere in the Application is there a request for a conditional use permit, which requires its own analysis and for which Applicant must meet specific standards and criteria pursuant to LUC § 26.425.040. One of these criteria is that Applicant must provide affordable housing to offset the conditional use. *Id.* at § 26.425.040(f). As fully analyzed herein, the Application does not provide "affordable housing." The Application is deficient and the dormitory use cannot be considered or approved as currently applied for.

By definition, the other proposed ACP housing units (the studios, and the two- and three-bedroom units) do not qualify as "academic housing" because they are not dormitories or bunkhouses and are not permitted in the Academic zone district. LUC § 26.710.230. Therefore, the Application requests a use variation, to allow ACP multi-family housing within the Academic Zone District, especially for the duplexes located along North Street. *Application* pp. 48-50; 56-57. Per LUC § 26.445.060, City Council shall consider the following standards related to use variations:

> (a) The proposed use variation is compatible with the character of existing and planned land uses in the project and surrounding area. In meeting this standard, consideration shall be given to the existence of similar uses in the immediate vicinity, as well as how the proposed uses may enhance the project or immediate vicinity.

(b) The proposed use variation is effectively incorporated into the project's overall mix of uses. In meeting this standard, consideration shall be given to how the proposed uses within a project will interact and support one another.

(c)The location, size, design, and operating characteristics of the proposed use variation minimizes adverse effects on the neighborhood and surrounding properties.

(d) The proposed use variation complies with applicable adopted regulatory plans.

In its argument for the use variation, the Application states that the proposed ACP units along North Street, consisting of a three-bedroom and studio unit in on each building, are "designed to function like a single-family home with an Accessory Dwelling Unit (ADU), which is consistent with the existing uses in the neighborhood." *Application*, p. 50. The interior units, of mixed design and multiplex clearly do not function as single-family homes—indeed, there are 8 proposed buildings that will have 31 units within them. *Application*, pp. 44 & 55. These units are multi-family and allow for over 100 occupants at any given time. The adjacent zone district to the proposed ACP housing is the R-6 Zone District described in LUC § 26.710. 040. That zone district only allows for new triplexes and fourplexes if they are 100%, deed-restricted affordable housing, *Id.* at § 26.710.040(b)(4). As defined in the APCHA Guidelines, this means any occupants of these multi-family homes must be permanent residents of Aspen. Conversely, the occupants of the ACP housing will be visitors, not long-term residents of the neighborhood, demonstrating further that the proposed use of the ACP housing does not comport with the existing uses of the area. The housing units proposed for ACP are more akin to short-term rentals, which are defined in the LUC § 26.54.020 as residential use and occupancy of a dwelling for less than thirty (30) days for a fee. Short-term rentals are not allowed in the Academic zone district. LUC § 26.530.030(c)(1).

The LUC itself states that any existing multi-family units within the R-6 Zone District that are not affordable housing are a "nonconforming use." LUC § 26.710.040(b)(5). As such, allowing new multi-family housing that is not affordable housing does not comport with the existence of similar uses in the immediate vicinity; it would only comport with a limited number of nonconforming uses, if any, that exist in the area. Further, even though the R-6 zone district allows for limited number of short-term rentals, 8 out of the other 9 permitted uses in the R-6 Zone District pertain to long-term residence. LUC § 26.710.040(b). Building housing for visiting scientists is not compatible with the character of the existing land uses.

Most important, however, building a large physics campus and housing for visiting physicians will almost certainly create serious "adverse effects on the neighborhood and surrounding properties." As explained in the Application, the ACP alone brings "roughly 550 physicists" to Aspen over the summer and "approximately 500 physicists" during the winter. *Application*, p. 50. The proposed housing plan would bring in over 1,000 visitors annually to a predominantly residential neighborhood. This would have a significant adverse impact on the neighborhood, including traffic and parking (as only 6 parking spaces will be provided specifically for the housing and specifically for the units on North Street). This factor alone weighs heavily against allowing for a use variation to build the short-term housing that ACP proposes.

No matter what the ACP attempts to label its proposed housing—academic housing or otherwise—the housing is not permitted in the proposed zone. The only way this housing could be built

would be if the Applicant received a use variation. However, such use variation should not be granted, as the proposed housing does not comport with the existing housing and there would be serious adverse effects in the surrounding neighborhood. Nor does this proposed use variation comply with "applicable adopted regulatory plans," as it flies in the face of the affordable housing goals, definitions and guidelines. Further, such residential unit use was clearly not contemplated in the Aspen Meadows Planned Development approvals or this A Zone District. Even dormitories, which are more in keeping with this being a campus with temporary guests, are a conditional use.

III. The ACP Proposal Should Be Denied Because It Would Create Major Parking Issues for City Residents.

ACP's proposals to mitigate its failure to comply with the Land Use Code's parking requirements are woefully inadequate, and the Staff Report for the 10/15/25 P&Z meeting states the same at p. 20. There will be 2 parking spaces for each of the 3 residential buildings (duplexes-studio on the bottom, three-bedroom on the top) developed on W. North Street and no parking spaces dedicated to the residential units proposed on the north part of the ACP property, though a 20 space parking lot will remain (*Application* p. 36-37; 50; 92-97; 215-218). Thus, ACP must meet the special review requirements found at LUC § 26.515.080, including a showing that parking onsite is "practically difficult or results in an undesirable development scenario." Such has not been shown. Nor is ACP providing any off-site parking; in fact, it repeatedly states that its parking management plan, to be provided to all ACP program participants, will specifically prohibit street parking. ACP is solely relying upon participants' self-motivation to not use cars and an offering of 150 bicycles (which are by and large not as usable in the winter).

Lofty goals to be sure, but how can ACP ensure that participants will not bring, rent, use, or need cars? The short answer is: it can't. Here's why:

- Clearly, participants who drive, not fly, to Aspen will have to park their vehicles somewhere.
- Plus, some physicists and their family members may have mobility issues, making the use of bicycles or public transit difficult or impossible.
- The Application is devoid of any discussion of meeting ADA requirements or what reasonable accommodations must be made to visitors who need vehicular transportation.
- Furthermore, winter weather can make all proposed alternatives impractical. The development of units on W. North Street will eliminate 10-15 of the on-street public parking spots and ACP will only replace 6 of these, creating parking issues for the surrounding neighborhood.
- At any given time, there could be 70 participants on the ACP campus if all of the housing is full, yet only 26 parking spaces, 6 of which will be allocated to 6 units (which can house up to 12 people). ACP is thus representing that at least half of its participants/families will not bring a car, as evidenced by nothing verifiable or empirical but rather merely anecdotal "living memory."

- In fact, there's a good chance that by offering free or low-cost short-term housing, *more* participants will bring their cars so they can visit surrounding areas (e.g., Independence Pass, White River National Forest, Maroon Creek, Castle Creek, and surrounding areas).

In sum, the parking variance should not be granted.

IV. The Public Trail Easement on the South of the Property Must Be Eliminated.

The most current plat of the ACP property, Amendment 3, was recorded on September 6, 1996, at Reception No. 396738 of the Pitkin County real property records ("ACP Plat"). Applicant specifically states that the ACP Plat currently governs the ACP property. *Application*, p. 10. The Application described the east-west existing trail (separated from but parallel to North Street) on the ACP Property as an "unimproved foot path" and "informal, non-historic path" that "exists along the south property line, in the middle of the vegetated area," which "path" will be replaced with a 6' sidewalk attached to North Street. *Application*, pp. 39 & 47. In the same breath, the Application states on Exhibit A.5, p. 82 that "historical trail access will be maintained." The ACP Plat clearly shows a platted 8' wide trail easement in the "unimproved foot path" location ("Trail Easement"). *ACP Plat*, p. 4. The Owner's Certificate on the ACP Plat states that owner does "hereby grant to the City of Aspen for use by the public the trail easements on Lot 3 shown hereon." *Id.* at p. 1.

The Applicant's description of the Trail Easement is disingenuous and misleading. Applicant has represented in the Application in public hearings that there is no official Trail Easement—i.e., no platted or recorded easement in this location. *Application*, p. 39. Such representation is patently untrue. Therefore, the Application needs to be amended to include a formal request to vacate the Trail Easement via a separate agreement approved by the City, which would need to be recorded, or the Applicant must go through the plat amendment process to remove or relocate the Trail Easement. *See* LUC § 26.480.090. In fact, the ACP Plat was an amendment to the original plat of the Aspen Meadows property (which original plat was recorded on June 24, 1991, at Reception No. 340938 of the Pitkin County real property records ("Original Plat"), which is described on p. 10 of the Application). The ACP Plat actually vacated an east-west pedestrian trail easement further north on the ACP Property (from the corner of Gillespie and 6th Street west across the ACP Property) and created the existing Trail Easement. *Compare Original Plat* at p. 2 *with ACP Plat* at p. 1. As the plat amendment process was the mechanism for vacating that original east-west pedestrian trail easement and creating the Trail Easement, that same process should be used in this instance. The Application does not request a plat amendment or separate deed vacating the trail easement and is thus deficient. The public must be given the opportunity to actively participate in that specific process. As with the failure to apply for a conditional use permit for the dormitory, this is a significant and fatal flaw in the Application that warrants denial.

Further, Staff has communicated to the Applicant and P&Z that it does not like this trail realignment into the right-of-way, especially as this is a trail for the public's benefit—such realignment is not a comparable easement. *See p. 13 of Staff Report to P&Z 11/5/25*. Design Workshop, Applicant's representative, describes how this new trail alignment along W. North Street crosses driveways for the W. North Street units, exacerbating pedestrian and vehicle conflict. *See Memo from Design Workshop to City dated 10/6/25.* If there is going to be a realignment of this public trail easement, such needs to provide a comparable, safe pedestrian experience and follow the correct process for relocation.

V. Additional Adverse Impacts on Surrounding Neighborhood.

In addition to the ACP proposal's being incomplete and contrary to the clear directions from the City Code and APCHA regarding affordable housing, the ACP proposal will result in other adverse effects on the neighborhood. It will result in more ACP participants being out into the neighborhood streets in order to move around campus due to the "relocation" of the Trail Easement. As stated above, it will also eliminate street parking along W. North Street with the construction of 3 duplexes. Further, construction of these units will have adverse effects on neighboring properties, which will be elevated if the 10-year vesting period is granted, as the construction may occur in stages throughout the entire campus (not just ACP) for many years, resulting in continuous construction traffic and noise. The use variance to allow residential units by ACP on W. North Street will not minimize the adverse effects thereon and are not compatible therewith. The units will be short-term rentals, disrupting a neighborhood that consists mainly of long-term occupancy (p. 58 of the *Application* states that in a year, there will be 550 participants using the housing, parking, and traffic). All of the parking mitigation proposed by ACP relies upon internal agreements—how will it enforce the "no street parking" requirement? Staff has raised this issue for P&Z (*See p. 10 of Staff Report for P&Z 11/5/25*). The proposed W. North Street unit construction will also eliminate mature trees and vegetation; although ACP proposes to replace this, it will not be instantaneous and, if not well-kept, will fail.

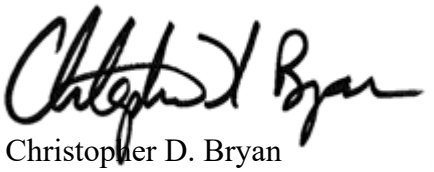
The North Street units, in particular, will have an adverse effect on the surrounding neighborhood. These proposed duplexes are out of character with the surrounding West End neighborhood, both in their size and density. As discussed in more detail in Section III above, these units are located on a main through street, and their construction will result in cars backing out of driveways into traffic and will eliminate *public* roadside parking for music and other events. Further, as described in Section IV above, with the elimination of the trail in this area to be replaced by a sidewalk, the cars parked at these units will also be backing up across the pedestrian walkway to enter the street, creating a dangerous situation for pedestrians. Finally, as discussed above in Section I above, Applicant has shown no real need for ACP to have this non-affordable housing, and certainly not at this density or effectively off campus. These units need to withdrawn from the Application. There is no reason to grant the request for a ten-year vested rights period; such will only add insult to injury for the neighbors, creating ten years of disruption by construction traffic and noise, loss of more street parking for construction vehicles and dangerous situations for pedestrians. Staff has raised these exact concerns. *See Staff Report for P&Z Meeting on 11/5/25*. Applicant continued to argue over the content of the P&Z Resolution recommending approval well into the end of 2025, and such has still not been executed.

In sum, it is clear that the ACP proposal is a classic example of trying to fit a square peg in a round hole. ACP's presentation of a purported affordable housing project is window dressing that does not hold up to scrutiny. The "pitch" by ACP should not cloud the City Council's judgment. Residential use (beyond dorms) was not contemplated in the creation of the zone district or planned development and there are reasons for that—it simply does not fit. And certainly, the City should be very hesitant to effectively expand "affordable housing" to short-term use. The can of worms that would open may very well come back to bite the City in the form of undermining and contradicting the City's short-term rental restrictions and regulatory scheme. City Council should not pass this Ordinance on first reading and should not set it for public hearing. The Application must be separated for the ACP proposal to stand alone and proceed solely on its own merits and revised to address the issues set forth herein.

Please let me know if anyone would like to discuss these issues further before all parties involved spend additional time and financial resources on this matter.

Very truly yours,

GARFIELD & HECHT, P.C.



Christopher D. Bryan

cc: Mary Elizabeth Geiger, Esq.
(megeiger@garfieldhecht.com)
Katharine Johnson, Esq.
(kate.johnson@aspen.gov)
Tracy Terry, Deputy Clerk
(tracy.terry@aspen.gov)

Jeffrey Barnhill

From: Kate Johnson
Sent: Wednesday, January 21, 2026 4:27 PM
To: Jeffrey Barnhill; Daniel Folke; Ben Anderson
Cc: Jessica Garrow
Subject: FW: Public Comment to City of Aspen City Council
Attachments: West End Community-ltr-City Council-1.27.26-pubic comments-Aspen Center for Physics.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear all,

The attached letter was provided to City Council via the city's public comment email page. I wanted to be sure the applicants were aware of it.

Thanks
Kate

From: Rebekah Ortell <rortell@garfieldhecht.com>
Sent: Wednesday, January 21, 2026 12:23 PM
To: Nicole Henning <nicole.henning@aspen.gov>
Cc: Chris Bryan <cbryan@garfieldhecht.com>; Mary Elizabeth Geiger <megeiger@garfieldhecht.com>; Kate Johnson <kate.johnson@aspen.gov>; Tracy Terry <tracy.terry@aspen.gov>; Public Comment <publiccomment@aspen.gov>
Subject: Public Comment to City of Aspen City Council

Ms. Henning:
Please see the attached correspondence from Christopher Bryan.

Thank you,

Rebekah Ortell, CP
Certified Paralegal

Garfield & Hecht, P.C.
Aspen | Avon | Carbondale | Denver | Glenwood Springs | Telluride

5200 DTC Parkway, Suite 240
Greenwood Village, Colorado 80111
(Telephone):720-961-9029, ext. 226
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rortell@garfieldhecht.com

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Please consider the environment before you print.

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, January 27, 2026 1:59 PM
To: Jeffrey Barnhill
Subject: Fw: Aspen Meadows Housing - SEVERLY UNDERPARKED

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, January 27, 2026 1:50:31 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Aspen Meadows Housing - SEVERLY UNDERPARKED

For the next public comments packet-

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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-----Original Message-----
From: ELYSE ELLIOTT <elyseelliott@aol.com>
Sent: Sunday, January 25, 2026 8:43 PM
To: City Council <council@aspen.gov>
Subject: Aspen Meadows Housing - SEVERLY UNDERPARKED

Dear Mayor and Council -

This proposal is adding 60 housing units with a total of 98 bedrooms. Only 17 new parking spaces will be built. The new housing will generate many more cars for the tenants, guests, family, employees and service people. The West End neighborhood is being asked to bear the brunt of additional demand for the inevitable increase in parking. The Aspen Meadows has a lot of acreage to build parking spaces. Please make the Aspen Meadows build more parking spaces on their own property to reduce the burden of parking in the West End.

If you agree with their argument that no additional parking will be generated, then at least make the Meadows identify where they would put more parking on their map proposal. That way if more parking spaces are needed to accommodate the new 98 bedrooms, then at least a map will already be in place. The Meadows should make a commitment to build those parking spaces identified if their housing occupants park in the West End neighborhood.

Thank you,

Elyse Elliott
610 W North St.

Sent from my iPad

Jeffrey Barnhill

From: Mike Sear
Sent: Thursday, February 5, 2026 3:41 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Please Approve the Aspen Institute Deed-Restricted Housing Application

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From: Lou Eppelsheimer <lou.eppelsheimer@gantaspen.com>
Sent: Thursday, February 5, 2026 3:32 PM
To: Public Comment <publiccomment@aspen.gov>
Subject: Please Approve the Aspen Institute Deed-Restricted Housing Application

Dear Mayor Richards and Members of City Council,

It is critical that City Council support organizations like the Aspen Institute, who are solving a piece of the community-wide housing problem by creating the opportunity for its staff and interns to live in deed-restricted housing governed by APCHA rules while simultaneously eliminating commutes, contributing to the community's housing solutions, and keeping the Aspen Idea alive.

The Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics are central to what makes Aspen Aspen. These nonprofits provide extensive free and affordable programming, serve local schools, and bring global cultural, scientific, and civic leadership to our community. They are also major economic drivers, drawing thousands of visitors who support local businesses year-round.

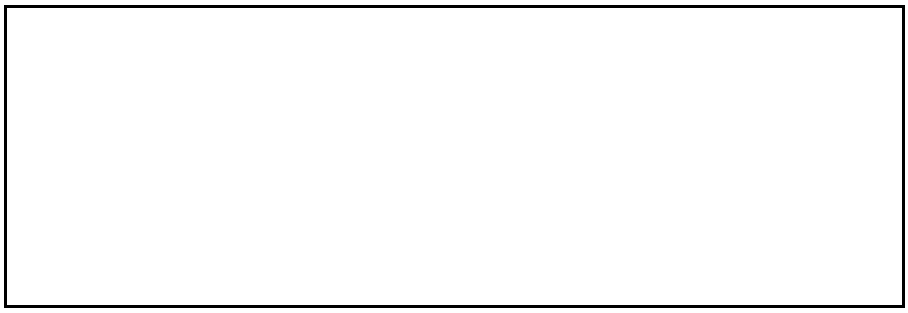
Like many employers, all three organizations are facing severe housing constraints that impact recruitment, retention, and participation. Staff and scholars increasingly commute from down valley, adding to Highway 82 congestion. This proposal represents responsible leadership: the organizations are building on land they already own, creating deed-restricted housing for their own workforce, and reducing pressure on both APCHA and the free market. The project reflects thoughtful planning, sustainable design, preservation of open space, maintained trail access, and extensive community engagement.

It is a priority for our community's longevity that City Council approve this project, which will allow our institutions to continue to hire and maintain a local workforce who can stay in Aspen, contribute to the vibrancy in town, and maintain the spirit that Aspen was founded on.

Respectfully,

Lou Eppelsheimer
Director of Sales & Marketing

970-920-6071 | WWW.GANTASPEN.COM
lou.eppelsheimer@gantaspen.com
610 S. West End Street - Aspen, CO 81611



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Jeffrey Barnhill

From: Falender <falender@comcast.net>
Sent: Thursday, January 29, 2026 9:53 AM
To: Rachael Richards; John Doyle; Christine Benedetti; Sam Rose; Bill Guth
Cc: Ben Anderson; Steve Falender; Debbi; Jeffrey Barnhill
Subject: Aspen Meadows

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Council,
Thank you for your thoughtful review of the Aspen Meadows proposals. You identified many of the issues that the neighborhood brought up in letters to P&Z and Council. Unfortunately staff's review, in my opinion, was very cursory and seemed to follow the applicants report and conclusions. Staff's report definitely swayed the P&Z conversation and evaluation.
This proposal as presented is overwhelming in scope and greatly lacking in details and actual commitments. I'm optimistic that Council will follow up on the questions raised at the first reading and eventually a project can be approved that meets city objectives, neighborhood values, and provides essential housing for the Meadows.
Thanks
Steve Falender
falender@comcast.net

Jeffrey Barnhill

From: Steve Falender <falender@comcast.net>
Sent: Friday, January 23, 2026 12:14 PM
To: Jeffrey Barnhill
Cc: Steve Falender
Subject: Fwd: Aspen Meadows
Attachments: mime-attachment.eml

Follow Up Flag: Follow up
Flag Status: Flagged

Sent from my iPhone

Begin forwarded message:

> **From:** Falender <falender@comcast.net>
> **Date:** January 23, 2026 at 10:41:02 AM MST
> **To:** rachel.richards@aspen.gov, John Doyle <john.doyle@aspen.gov>, Bill Guth <bill.guth@aspen.gov>, christine.benedetti@aspen.gov, sam.rose@aspen.gov
> **Cc:** Steve Falender <falender@comcast.net>, Debbi <smfdf71@yahoo.com>, Lisa Markalunas <lisam@reesehenry.com>

From: Falender <falender@comcast.net>
Sent: Thursday, January 22, 2026 7:23 PM
To: Steve Falender <falender@comcast.net>; Debbi <smfdf71@yahoo.com>
Subject: Aspen Meadows PUD Amendment

Dear Council,
At 4:54 PM Thursday 1/22/26 I received an email from the Meadows planning representative that a first reading of the ordinance will be held Tuesday January 27 at Council. This was a surprised since no mailed notice was received and the site signs have not been updated. If notice to the public is not required, it should be! You as Council will be reviewing a 340 page application without any current public input. The Council agenda was not posted until after 10 am Friday.
I would like to make some observations and comments to you prior to your first reading since I know public comments are often not heard during first reading:

1: This is a big project proposal, construction of 18 new buildings in the west end neighborhood. The P&Z did not address whether this scale is appropriate for the neighborhood and consistent with Council goals for development in this neighborhood.

2. The application is over 350 pages and presents proposals for 3 independent owners. There is very little indication of cooperation in the development among the 3 owners. P&Z appeared to be overwhelmed by the complexity of dealing with 3 different projects in a package and citizen comments were so limited by the 3 minute limit that effective public input was impossible. No construction time line or cooperation was specified

3. The application is presented as if it was affordable employee housing and has been incorrectly represented as such in newspaper articles and, in fact, by your staff. The Physics Institute is clearly not housing for employees and is planned for visiting physicists who will visit on typically 1 to 3 week stays,

effectively a hotel. The Music School housing is planned for visiting faculty, students, part time employees (summer) and perhaps some full time staff, but in unspecified numbers. Who will be there the rest of the year after the summer festival? This appears to be seasonal housing. The Institute housing will include J-1 visa employees and again part time and perhaps an unknown number of full time staff. It is my understanding that our affordable or employee housing is supposed to be for full time residents to form a basis for community. This application does not provide for that. Deed restrictions are suggested, but who do these restrictions run to (and , in any case, they are too open ended)?

4. To effectively review this proposal it should, in my opinion, be divided into 3 parts, representing the different ownership interests and complexities, and the different impact on surrounding neighbors.

5. Much is discussed of the applicants status as important non-profits in the community. I agree that the applicants are valuable assets to the community, but this is a land use application, and should only be evaluated as such. My observation is that these non-profits, particularly the Institute and Festival are non-profit in name but are big businesses if they have the ability to build these projects.

6. P&Z spent much time discussing the parking proposed. As an immediate neighbor I can confidently say that the Institute and Music Festival cause cars to park thru out the neighborhoods and the studies presented in the proposal do not address the existing conditions.

7. Attached is a letter I wrote on 10/20/25 questioning the completeness of the application as it relates to uses non-conforming to the underlying academic zoning.

8. The P&Z did not, as I recall, address the applicants request to receive affordable housing credits for what they claim are excess employee housing provided in this application. I question how this application which doesn't guarantee housing for full time residents should be eligible for housing credits. Are they intending to sell these credits to other developers in town?

My wife and I live directly across the street from the Bayer art center and the exit from the large Music parking lot. Let me be clear that we would not be opposed to some modest employee housing at the Meadows, but it should be for full time residents who will add to the fabric of the community.
Thank you for your consideration.

Steve and Debbi Falender
603 W. Gillespie
falender@comcast.net

Jeffrey Barnhill

From: Nicole Henning
Sent: Thursday, February 5, 2026 3:30 PM
To: Public Comment; City Council; Jeffrey Barnhill
Subject: FW: Aspen Institute housing complex proposal

From: krhenzg@comcast.net <krhenzg@comcast.net>
Sent: Thursday, February 5, 2026 3:26 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Institute housing complex proposal

To Aspen City Council members,

As a longtime Aspenite and full time resident who lives in the West End, I am writing to express my support for the Aspen Institute proposed housing complex on their campus. The critical affordable housing crisis in our town requires innovative solutions, and building housing on their campus seems like an important step in the right direction. It's also important to take into consideration the benefits Aspen has received from the Institute's decades of invaluable cultural and intellectual programs.

Thank you for taking my comments into consideration.

Kristen Henry
525 w Hallam St

Jeffrey Barnhill

From: Mike Sear
Sent: Friday, February 13, 2026 3:22 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Support for Housing the Aspen Idea

From: Timothy Hsu <thsu@aspenmusic.org>
Sent: Friday, February 13, 2026 3:04 PM
To: Public Comment <publiccomment@aspen.gov>
Subject: Support for Housing the Aspen Idea

Dear Members of the Aspen City Council,

It is essential that City Council support organizations like the Aspen Music Festival and School (AMFS), that are leading the way in solving a piece of the communitywide housing problem by providing APCHA governed, deed-restricted housing on land it owns for its musicians and visiting artists and instructors.

As the Housing Director for AMFS, each summer we require housing for approximately 350-400 seasonal staff, faculty members, and guest artists whose presence is essential to delivering the level of artistic excellence for which Aspen is known. Securing this housing has become one of the most challenging aspects of our operations. Aspen's rental market is extraordinarily tight, and AMFS must compete with other major institutions - including the Aspen Institute, Aspen Center for Physics, and Theater Aspen - for the same limited pool of seasonal units. Although this competition is a natural part of our unique environment, the scarcity of housing has grown severe enough that it threatens our ability to function effectively each summer.

AMFS once relied on long-standing relationships with local landlords who rented to us season after season. Many of these owners are now aging and selling their homes, and new buyers often choose not to rent or set rental rates that are unsustainable for nonprofits. As these partnerships disappear, the availability of suitable housing shrinks dramatically. As reported in the *Aspen Times* on July 17, 2025, the number of short-term rental licenses in Pitkin County has declined significantly. According to the county's data, active STR licenses dropped from 105 in 2022 to 75 in 2024.

Further complicating matters, many owners prefer tenants who can book long stays during the peak months, whereas AMFS often needs units for narrowly defined windows based on program scheduling. Owners frequently decline to rent under these conditions because they need to secure additional tenants to fill the remaining time. These layered constraints create a housing environment that is increasingly incompatible with the operational needs of a large cultural institution.

Having deed-restricted housing units available on land already owned by AMFS would alleviate our annual housing challenges and provide stability in a volatile market. These units would give us the ability to house our faculty, guest artists, and staff according to the timing and durations required by our programs rather than the limitations of the private rental market. The flexibility and operational security this project would provide cannot be overstated, and its

benefits would extend well beyond our organization. By housing our own people in deed-restricted units, AMFS would free up additional rental inventory in the community for other nonprofits and local employees who also struggle to find housing each summer.

It is a priority for our community's longevity that City Council approve this project, which will allow the Aspen Music Festival and School to sustain its programming so vital to Aspen's identity while demonstrating bold leadership by solving its own housing problem on land it owns.

Sincerely,

Timothy Hsu

ASPEN MUSIC FESTIVAL AND SCHOOL
A 3-YEAR CELEBRATION 2024-2026

Timothy Hsu
Housing Director/Education and Community Administrator

(970) 205-5028 | thsu@aspenmusic.org
aspenmusicfestival.com
225 Music School Rd., Aspen CO 81611

Jeffrey Barnhill

From: Ben Anderson
Sent: Thursday, February 12, 2026 1:38 PM
To: Jeffrey Barnhill
Subject: Fw: Support for Aspen Institute Housing Project

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Thursday, February 12, 2026 11:29:20 AM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: Fw: Support for Aspen Institute Housing Project

Public record item

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From: Maya Kobe-Rundio <Maya.KobeRundio@aspeninstitute.org>
Sent: Thursday, February 12, 2026 11:25:06 AM
To: Public Comment <PublicComment@aspen.gov>
Cc: Rachael Richards <Rachael.richards@aspen.gov>; John Doyle <John.Doyle@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; Bill Guth <Bill.Guth@aspen.gov>; Sam Rose <Sam.Rose@aspen.gov>
Subject: Support for Aspen Institute Housing Project

Dear Mayor and Council Members,

I write today to urge you to support organizations like the Aspen Institute that are actively addressing Aspen's housing crisis by creating deed-restricted staff housing opportunities under APCHA guidelines. This project not only supports a local workforce, but also reduces commuting, contributes meaningfully to community housing solutions, and helps keep the Aspen Idea alive.

I first came to Aspen in 2019 as an intern with the Aspen Ideas Festival. At that time, the Institute offered intern housing at Aspen Highlands, which was essential for me as someone new to the valley without local connections or the means to afford expensive up-valley housing. Today, the Institute no longer has housing to offer interns — let alone full-time staff — a change that has had a profound and negative impact on our ability to recruit diverse talent. Without the ability to offer staff housing, we risk becoming a nepotistic institution that can only hire those with independent wealth or existing connections.

I was fortunate to piece together several affordable, APCHA-governed apartments in Aspen before eventually moving down to Carbondale. The reason I didn't stay in Aspen is the same reason every single one of my friends left Aspen — we could not afford to live here, and our employers did not offer housing support. Now, I commute via bus and car, sometimes getting stuck in hours of traffic to make it to the office.

I'm proud that my employer is taking important steps to address the housing crisis and offer employees a chance at long-term housing stability. I applaud their efforts to build on the Aspen Meadows campus with its architectural and environmental legacy top of mind.

For the long-term vitality of Aspen, it is critical that City Council approve this project. Doing so will allow local institutions like the Aspen Institute to continue hiring and retaining a workforce that lives in Aspen, contributes to the town's vibrancy, and sustains the spirit on which this community was founded.

I fully support this project and respectfully urge you to approve the application.

Sincerely,
Maya Kobe-Rundio

Dear Aspen City Council,
Regarding Proposed Development by Aspen Institute, Aspen Music Festival And School, and Aspen Center for Physics

The Aspen Institute (AI), Aspen Music Festival and School (AMFS), and The Aspen Center For Physics (ACP) have combined forces to push through three separate and unique building projects disguised as one, titled “housing the Aspen Idea”. The applicant is playing upon our conscience because of who they are: the holy trilogy of Aspen’s Not For Profits (NFP).

These three NFP institutions are using separate parcels, separate funding, separate timelines, and acting with separate intentions. Therefore this development is actually three distinct development projects. Each one would therefore warrant independent scrutiny so that each entity can be held accountable for their individual Planned Urban Development (PUD).

In its current form, this development project is asking The Aspen City Council to approve a zoning change, moving from Educational Zoning with conditional student/ participant dormitory housing to a single PUD that allows for apartment housing with 1, 2, and 3 bedroom units, including three 3-bedroom houses. They are asking Aspen City Council to move traffic routes from the boulevard width streets of 3rd and 5th to the singular, pedestrian designated, route on 4th street. The applicant is asking for approval to add demand to parking and public transportation without increasing either.

The Music Tent is a 2,000 person venue, plus 500 more when including Harris Hall, with just 247 parking spaces in the South Lot. The lack of parking already places a strain on the narrow neighborhood streets. The application does not include the North Lot in their application. This North Lot is located behind the tent which is at the end of 3rd street, and could be utilized for public transit, shuttle pick up, and taxi services given its direct line of access. The North Lot has an advantage of closer access to the ticket office, the tent, and public facilities. If this area were included in the application there could be more parking made available in the South Lot and ease pressure caused by the already outsized demand given the current programming. The ACP refuses to add parking to meet their required amount because they want to maximize the development site for housing, and they “promise” to ensure their guests do not drive.

Is this “affordable housing” in the sense that it will be for long-term residents? Is it going to increase the housing availability for an already desperate local community? No. For the AMF it is housing for an 8-10 week programming window. In the case of ACP it is housing for visiting families, not just physicists. In effect, it is a hotel and a short-term rental development. The development of a Commercial Zone in the back end of the residential community designated R-6 was not the intention when zoned Educational and given the allowance for the dormitory options. It also creates an increase in demand to service the proposed development—landscape, cleaning, maintenance, management, in addition to the transitory guests. How many new employees will be required to service these 130 new beds? And how are these Full Time Employees (FTE’s) being offset? “None of whom will be living on-site,” according to the ACP—and they are asking for the majority of bedrooms (with 63).

In 1994 the ACP entered into an agreement with the West End Community to move an existing easement, that runs between 6th and 7th street and adjacent to North Street, further toward North Street and promised to maintain a “Circle of Serenity” around the property. The 6th to 7th street easement was a concession made the last time ACP wanted to expand. Agreements were made and allowances were given in order to protect the rural feel of Aspen, even inside of the urban growth boundary. And now that is being threatened. One begins to ask if an area is only conserved until the next development comes along? This particular green corridor is used as a safe alternative—off the road and away from traffic— for accessing Public Open Spaces. This easement is heavily used by humans and wildlife and losing safe corridors like this increasingly stresses our wildlife. The ACP is trying to assume the 6th to 7th street easement as their own and build three 3-bedroom STR’s across this easement. This easement belongs to the public.

“Building the Aspen Idea” is also asking for 10 years of vested rights. Ten years ago these NFP’s did not anticipate their needs for which they now are making adjustments. So what adjustments will be asked in these next 10 years? AMFS, ACP, and the AI all had the opportunity to buy into the Lumberyard project and none of them did. So instead of supporting affordable housing that would be used for year-round employees, they are using the “Affordable Housing” and “Aspen Idea” tag lines so that you believe what they are telling you, instead of what you see.

One of the catchiest ideas that this development project continues to chant is “the project is entirely privately funded”. This is not entirely true, when in fact these NFPs are playing within the loopholes of the system for which we award housing credits. Because these NFP’s claim to not be increasing their Full Time Employee (FTEs), and instead of building the current Educational Zone appropriate dormitory housing, they are requesting a zone change that allows them to build units that, “qualify” for APCHA and “earn” valuable housing credits. It is important to note that these units will not be entered into the APCHA inventory. However the resulting housing credits can then be sold to help offset the cost of this development and not house any full-time, year-round employees. When these credits are sold to other developers, they are used in leu of actually building required housing for that project’s FTEs. Hence the problem of housing employees is compounded. So in effect, we the tax payers of Aspen are losing money and not increasing the employee housing stock.

In addition to the manipulation of housing credits, the city will be on the hook for the money needed to build new curbs and curb cuts, widening of roads, loss of mature trees, loss of public parking spaces, altering bus routes, and adding we-cycle stations. This is on top of the cost of more congestion in a neighborhood that already struggles with traffic and parking issues, prolonged construction periods, and disruption to the community. Has this proposed development been included in the scope of the $400,000.00 West-End Traffic Study? Before the Chair of P&Z voted she, Teraissa McGovern, acknowledged that her commission had not done the work they were tasked to do—look at the mass and scale of the project— instead the commission had become bogged down in issues of parking and traffic. She admitted that they were moving forward, passing the problem on to Aspen City Council.

I ask that you reevaluate this project. Should it be one project or three? Should the applicant be allowed to rezone given the character of a neighborhood zoned R-6? Should this development be allowed to erase public easements and swap them for car blocked sidewalks? Should a neighborhood be irreversibly changed without significant community benefit? No, No, and No. What benefit there is comes at too high of a cost. Please do not approve this project as it is currently designed.

Thank you for your time and consideration,

Emily Kolbe
(970) 306-1492
emilyekolbe@gmail.com

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, January 27, 2026 2:00 PM
To: Jeffrey Barnhill
Subject: Fw: Aspen Meadows Development Project

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, January 27, 2026 1:36:40 PM
To: Emily Kolbe <emilyekolbe@gmail.com>
Cc: Ben Anderson <ben.anderson@aspen.gov>
Subject: RE: Aspen Meadows Development Project

Thank you Emily for taking the time toi write and share your concerns-
I will forward to Com Dev as well to make sure it is in any future packets,
Best Rachael

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Emily Kolbe <emilyekolbe@gmail.com>
Sent: Monday, January 26, 2026 10:03 PM
To: Rachael Richards <rachael.richards@aspen.gov>
Subject: Aspen Meadows Development Project

Good Evening Mayor Richards,
I hope this email finds you well. I have attached a letter I wrote to the City Council, but missed the time to make the packet. If you can make the time to read it I would appreciate it.

Respectfully,

Emily E. Kolbe

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, January 27, 2026 3:24 PM
To: Jeffrey Barnhill
Subject: Fw: Aspen Meadows Development Project
Attachments: 2026 January Letter to ACC.pdf

Ben Anderson, AICP
Community Development Director
City of Aspen
970.429.2765

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, January 27, 2026 3:03 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Aspen Meadows Development Project

The letter to council was the same as the letter to me. It is attached0
Thanks Ben for catching that-

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Emily Kolbe <emilyekolbe@gmail.com>
Sent: Monday, January 26, 2026 9:51 PM
To: City Council <council@aspen.gov>
Subject: Aspen Meadows Development Project

Good Evening Members of The Aspen City Council,
Attached you will find a letter to you and your fellow council members regarding the application for development by the Aspen Institute, the Aspen Music Festival and School, and the Aspen Center for Physics. I ask that you please take your time and think deeply before making your decision.

Sincerely,

Emily E. Kolbe

Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 9:33 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Support for Aspen Center for Physics land-use proposal

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From: Liu, Andrea J <ajliu@physics.upenn.edu>
Sent: Tuesday, February 17, 2026 9:26 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Support for Aspen Center for Physics land-use proposal

Dear members of the Aspen City Council,
I am writing in strong support of the land-use proposal submitted by the Aspen Center for Physics. I have been a frequent visitor to the center ever since I was a postdoc in the 1990's, and have organized winter conferences and summer workshops there. In January 2024, I inaugurated a series of annual conferences on "Learning in physical systems." Since then, however, I have not supported having the conference at the ACP again due to the housing expense for participants. Last summer I attended a workshop that I declined helping to co-organize for the same reason, and decided that would be the last time I would attend a summer workshop, again due to the expense of housing. It is not right for me to spend so much to attend a workshop when the same amount could cover 3 person-conferences for my graduate students and postdocs. The land-use proposal gives me hope that my group and I might be able to attend ACP events in the future. With federal funding extremely tight, especially now, the only way that the ACP can remain viable is to bring down the cost of housing by building housing on site.

I hope that you value the intellectual stimulation and excitement that is brought by hosting the ACP, Aspen Music Festival and Aspen Institute. All of these programs are not sustainable in Aspen any longer due to the explosive growth of housing costs, but the land-use proposal would make them once again viable.

Thanks very much,
Andrea Liu

Andrea J. Liu

Hepburn Professor of Physics
Department of Physics and Astronomy

Director
Center for Soft and Living Matter
https://web.sas.upenn.edu/slm/

Member, National Academy of Sciences
Fellow, American Academy of Arts and Sciences

University of Pennsylvania

ajliu@upenn.edu

Jeffrey Barnhill

From: Ben Anderson
Sent: Thursday, February 5, 2026 10:56 AM
To: Jeffrey Barnhill
Subject: Fw: Aspen Institute proposed housing project

Ben Anderson, AICP
Community Development Director
City of Aspen
970.429.2765

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Thursday, February 5, 2026 10:02 AM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: Fw: Aspen Institute proposed housing project

Public comment

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From: Mike Sear <mike.sear@aspen.gov>
Sent: Wednesday, February 4, 2026 1:40:43 PM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>; Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Aspen Institute proposed housing project

From: Jeff Livingstone <jeff@molineconstruction.com>
Sent: Wednesday, February 4, 2026 1:38 PM
To: Public Comment <publiccomment@aspen.gov>
Subject: Aspen Institute proposed housing project

To whom it may concern,

I am writing in support of the proposed 13-unit housing project at the Aspen Institute Aspen Meadows Campus. In my time working with the Meadows team over the past few years, I have found them to be

nothing short of exemplary. From upper management and front office personnel to the behind-the-scenes teams of engineers, housekeepers, and grounds crew, it is very apparent that they are proud of their roles in the preservation of this iconic property. While adding more infrastructure to the property may seem counter to that commitment at first glance, I feel that bringing the team closer to the property is, in actuality, 100% aligned with one of the Institute's key tenants of being better stewards of the planet that we live on.

With a forecasted 51% reduction of commuting related to the property, I can only assume that this will in fact improve greatly on the daily traffic in and out of the town and specifically the neighborhood around the property. Moreover, the proposed location of the building would improve the current experience of entering into the property as this is where the groundskeeping and maintenance items are now kept and not necessarily the first impression that the Institute may want to make on the various dignitaries and valued guests whom they bring to the City of Aspen.

Most importantly, however, are the people whom this housing is proposed to be for. As mentioned, in my experience, all team members with whom I have interacted with clearly take a tremendous amount of pride in the property. But, this is a very big understatement. I can't begin to recount all of the various interactions where one member of the staff would eagerly bring me to the library or others who have almost gleefully pointed out the carefully thought out Bauhaus elements throughout the property. Still others, knowing my appreciation for all things nature, would enthusiastically describe to me how well oriented the property was with the various walking trails in the area. Everyone I interacted with looked me in the eye and greeted me with a smile from housekeepers to engineers to front desk agents and above. The restaurant staff and the food that they create is clearly made with pride by a team of incredible cooks and servers. I already know that much of the team that I speak of considers the property their home figuratively, I can only imagine how happy they would be to be able to say that it is their home in reality. To me, this is not as much an investment in property as it is in people and the planet.

Thank you in advance for taking this project into consideration.

Respectfully,

Jeff Livingstone

Jeff Livingstone
Project Manager
Moline Construction Management, Inc.
1600 Redbud Blvd.
Suite 202
McKinney, TX 75069
C: 315.416.6798
Jeff@molineconstruction.com

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, January 27, 2026 2:00 PM
To: Jeffrey Barnhill
Subject: Fw: Aspen City Council - Aspen Meadows - 845 Meadows Road - First Reading, Tuesday, January 27, 2026

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, January 27, 2026 1:37:34 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Aspen City Council - Aspen Meadows - 845 Meadows Road - First Reading, Tuesday, January 27, 2026

For the Next packet of public comments-

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Monday, January 26, 2026 9:13 PM
To: Rachael Richards <rachael.richards@aspen.gov>; John Doyle <john.doyle@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Sam Rose <sam.rose@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>
Subject: Aspen City Council - Aspen Meadows - 845 Meadows Road - First Reading, Tuesday, January 27, 2026

Honorable Mayor Richards and Aspen City Council Members:

I am a lifelong resident and fourth generation Aspen native who was born and raised in Aspen's West End at the corner of 6th and North streets directly across the street from the Aspen Center for Physics. I still walk the Aspen Meadows Campus property daily in all seasons and witness the traffic impacts day and night in all seasons but also the increase in use for winter events on what has developed into an event site at the far end of a residential neighborhood.

The proposal for "Housing the Aspen Idea" requested by the three entities of the Aspen Institute, Aspen Center for Physics and Aspen Music Festival and School are distinct proposals and should really be evaluated as independent applications as they all have their own set of impacts and concerns and all of them demand a full level of scrutiny to protect the adjoining neighborhood as well as the Aspen community. I hope opportunities for public comment will be plentiful and will be made available and considered thoughtfully at the highest possible level.

The relocation of the existing dedicated public trail easement off of Physics' property and onto City property is a significant deterioration of this historic and legally adopted and recorded public amenity and serves to push the pedestrian experience onto an adjacent roadway already heavily impacted by vehicle traffic both from Aspen Meadows Campus events and evening commuters avoiding the perennial backups on Main Street. It destroys the pocket open space that we as neighbors have maintained for decades, planting daffodil bulbs, removing trash and fallen branches every Spring and Fall. It is unconscionable that you would destroy this area with driveways, parking pads and overall impacts on this historic ditch area and wildlife corridor and this significant trail easement. Historic public access to these important open space parcels should be maintained. This area along the 700 block of North Street should not be impacted by the proposed six new units placed on the Physics' self-proclaimed "Circle of Serenity" and that destroy this existing and well used public trail easement that was relocated to this location a requirement of them building the Smart Hall office/administrative building on the former trail easement in the 1990s. As your chair of the City of Aspen P&Z said at their hearing, "An easement is an easement is an easement." She also noted that the three-bedroom homes do not meet the criteria of the dormitory housing allowed by zoning and housing of extended families on vacation does not meet this same intent.

It is unfathomable to think that the Aspen Center for Physics can add 34 units and 63 bedrooms, most in large block buildings, housing 65% of their participants in short-term rentals of 1-3 weeks and expect anyone to reasonably believe that they will not increase their parking requirements, their traffic impacts or their demand for contract services for maintenance and housekeeping. Their weekly lectures alone generate parking and traffic on neighborhood streets that they refuse to acknowledge. This is even before the expansion to more participants on-site twenty-four hours a day, seven days a week. Bicycles and an electric car or two will not offset these impacts. To say that there are no parking or traffic impacts is disingenuous at best. Affordable housing for long-term community members and workers is a far different impact level than effectively a short-term residence hotel use in a residential

neighborhood. Such a proposed use is not appropriate under the academic zoning that only allows for dormitories.

I would also express concern about the amount of existing parking overflow allowed along Meadows Road and the high levels of often empty shuttles that overwhelm the neighborhood during the Aspen Ideas, Aspen Security Form and other large annual events. Regular Aspen Meadows shuttles and hotel shuttles run down North Street to and from the Aspen Meadows rather than using the approved and designated Seventh Street access to the Aspen Meadows and add to commuter traffic in the neighborhood.

The Aspen Music Festival and School's plans to remove landscape and reconfigure their parking in an attempt to maintain 247 spaces for the 2,050 seat Music Tent and 500 seat Harris Hall venues. Parking is already woefully insufficient at this location for Music Tent concerts and overflow parking has impacted the West End heavily for decades on Fridays and Sundays in particular. The placement of housing on almost half the existing parking lots and the reconfiguration of primary access to Fourth Street creates significant issues for both the existing pedestrian designation of Fourth Street and will only add traffic congestion to Gillespie Street. All of this need further study and more meaningful solutions.

Lastly, I think we need to understand what they mean by "affordable housing" and the need for long-term, year-round resident employee housing in Aspen. It is a stretch to believe that what they are proposing is housing that will contribute to the Aspen community or its vibrancy as a year-round community. This is really about more event promotion and seasonal offerings in what has become an overburdened and overspun summer tourism and visitor economy. Most of what is proposed will only add short-term housing for more of these event-driven calendars and will do very little to house any of the full-time staff that work for these entities. It is not reasonable to house the extended family members of physicists on-site. Unit sizes should be limited. Recognize that their proposed transit solutions still have impacts on residential neighborhoods.
I encourage you to take the time to properly and thoroughly vet this application as three independent projects, allowing them to be extensively reviewed. Let's be clear, very little of this is "affordable housing" as what we long-term community members know it. This is a unique parcel and deserves careful and thorough consideration. Events are already at capacity in the neighborhood in many seasons and any expansion of uses, traffic and parking need a thorough and reasonable review to attempt maintain all of the many still special elements we love about Aspen.

Our family has always strived to be good neighbors over our many decades in the West End community and we expect that our non-profit neighbors would do the same by recognizing their impacts and working to move forward in a reasonable manner with proposals that are more measured and meaningful to the community.

Sincerely,
Lisa Markalunas

Lisa Markalunas
Client Accounting Services

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www.reesehenry.com | click here to securely send me files

REESE HENRY
CERTIFIED PUBLIC ACCOUNTANTS

ASPEN 400 E. Main Street, Ste. 2 Aspen, CO 81611
CARBONDALE 0326 Highway 133, Ste. 200 Carbondale, CO 81623

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Jeffrey Barnhill

From: Pete Strecker
Sent: Friday, January 23, 2026 12:55 PM
To: Jeffrey Barnhill
Subject: FW: Proposed developments for MAA, Physics and Institute

Follow Up Flag: Follow up
Flag Status: Flagged

You will likely get from Ben, but just forwarding to be certain - can you be sure to get it into public comment material? Thanks.
P.

-----Original Message-----
From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Friday, January 23, 2026 12:52 PM
To: Sam Rose <sam.rose@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; John Doyle <john.doyle@aspen.gov>
Cc: Pete Strecker <pete.strecker@aspen.gov>; Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Proposed developments for MAA, Physics and Institute

PUBLICComment sent only to me- with a request to forward to council, please include with all the public comments

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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-----Original Message-----
From: Ricki and John McHugh <mchughaspen@me.com>
Sent: Wednesday, January 21, 2026 5:30 PM

To: Rachael Richards <rachael.richards@aspen.gov>
Subject: Proposed developments for MAA, Physics and Institute

Hello Rachel and please forward this to your other board members. I am in New Zealand yet didn't want to fail sending my comments. You have known me for years and know that I have always been an advocate of employee housing. My objection to these proposed developments is not about housing—the proposal, contrary to how it's being staged—has very little to do with employee housing. It will not reduce traffic congestion; it will house next to no-one from the APSCHA lists of hardworking people searching for local housing and it will continue to high-jack the West End neighborhoods for the uses of three Aspen non-profits. Albeit, very important contributors to our community, however a lack of planning for "future" parking and housing should not fall on the people of the West End. How for example, did the Doerr-Hosier pass permitting with no parking provided? A person can only count the garage spaces once…not multiples for each event.

Each of these components is so complex and has its own varied issues to be considered, that this proposal should be separated into three individual concepts. If separated, each area could be properly reviewed and the community would feel like they were being heard. Those of us who have attended all of the P&Z meetings have felt that the Applicant is often disingenuous when putting out statistics that relate to parking, safety and logistics of the flow of the town. The West End is not theirs to carve up, the residents need to be heard.

Meadows Road, for example, is, as it exists, a traffic disaster during season. It is a narrow road and does not now have adequate parking for the summer activities with cars parked on each side of the road, large people movers for guests, restaurant delivery vehicles, bicycles, pedestrians, service vehicles, tennis players, etc. When there are events at the Doerr-Hosier, a valet service is hired—and they park the vehicles that they take away from the event (and return—doubling trips) to the West End to park them. They do not take them to the Paepcke parking lot as they say that is too far away. Now, the Salamander wants to build a Spa, with no extra parking called for. The new cafe has no parking, nor does the gym. There are a total of six spaces available other than the garage. The garage for which the Applicant claims will have +/- 124 spaces, are not new spaces which they have created, as 100 of them already exist and are inadequate.

This is not a NIMBY statement, nor are the residents on North or Gillespie speaking as such… this is a call for help from City Council to not destroy a very special neighborhood, or the Meadows, or the park near Harris Hall which will, as planned, have cars parked all along the path.

I mention Meadows Road as a resident of the Meadows Townhouses. I am intimately aware of the risks and problems which that road faces. Adding more competition for its narrow width and current congestion will be hazardous. There are so many more things to be said and this proposal needs time to hear them all. I hope the Council will seriously review the comments placed in front of them.

Thank you for your time with this proposal and your service to Aspen. The changes meant for this area of our beautiful town will have lasting and serious consequences or will implement well-planned and admired ideas. Ricki McHugh

McHugh Gallery
607 E. Cooper Ave.
Aspen, Colorado 81611
970/925-4212

Jeffrey Barnhill

From: Ben Anderson
Sent: Monday, February 2, 2026 2:09 PM
To: Jeffrey Barnhill
Subject: Fw: Aspen Institute, Aspen Physics, Aspen Music Housing Projects

Ben Anderson, AICP
Community Development Director
City of Aspen
970.429.2765

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, February 2, 2026 1:51 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Aspen Institute, Aspen Physics, Aspen Music Housing Projects

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
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From: Amanda Mintz <ammomintz@gmail.com>
Sent: Friday, January 30, 2026 1:20 PM
To: Public Comment <publiccomment@aspen.gov>; City Council <council@aspen.gov>
Subject: Aspen Institute, Aspen Physics, Aspen Music Housing Projects

I am very concerned that the above-referenced projects will negatively impact traffic and pedestrian safety and change the character of the West End neighborhood. I am also concerned that a 10-year vested rights period will mean that we have a decade of construction impacts, but, as importantly, that the impacts as measured now may change in five years or more. 10 years is an unrealistic ask that could lead to unanticipated problems with developing other types of affordable housing for other entities down the road.

As much as we all love the Aspen Institute, if you take a step back and look at this objectively, how likely would the city staff and council have been to get behind this if it had been proposed by a developer who had bought up parcels of land for a hotel and short term occupancy residential housing?

These projects are adding 106 bedrooms - which could easily be over 200 people when fully occupied - in what is essentially multi-family housing and student dormitories in the middle of the West End - a quiet, single-family home neighborhood. Zoning exists for a reason. It allows people who are purchasing homes (an enormous investment in Aspen) to know what kind of development is likely to occur around them. It allows traffic engineers to plan for congestion and construct appropriate infrastructure. Allowing this project to go forward as currently proposed will be a HUGE change for our neighborhood. The type, quantity, and density of housing is out of keeping with the character of the neighborhood and the zoning that is in place. Having so many "temporary" residents in our neighborhood will impact the social dynamic of the close-knit West End community.

The traffic that these projects will generate must be thoroughly assessed and coordinated with Aspen's stated efforts to reduce congestion in the West End. The West End is already subject to "the West End sneak" from commuters out of Aspen, leading to fumes, noise, and dangerous conditions for pedestrians and bicyclists. The 4th Street corridor is not the only impacted street. Far from it. Adding 200 people will only make our congestion issues worse. I certainly hope that most of the residents will make use of the free bikes and shuttles that are available, but realistically, you are looking at 200 people that need to go to the grocery store, run errands in and out of Aspen, get to and from the airport, and generally get around like everyone else.

For decades, these institutes have been housing visitors and staff all around Aspen and Snowmass. This project could be scaled down for less of an impact on the neighborhood if the various entities continued to use alternative areas in Aspen and Snowmass for their housing (where they already have shuttles in place to reduce car trips, and buses and bikes are available).

I appreciate the efforts that the planners of this project have gone to to try and make what is essentially the equivalent of a 106 bedroom motel/dormitory seem like residential housing. However, I believe that on the whole, primarily due to the size of the projects and the fact that the majority of the residents will

be short term and transient, the housing and the associated traffic will have an extremely negative impact on our residential family neighborhood.
The various Aspen Institute entities should pick one of these sites to develop at a time, share the housing, assess how it meets their needs, and then, if more housing is needed, re-apply to the city for another shot at development, allowing the city to continue to assess impacts as they go, taking into account other development in the area. This is an enormous project with enormous impact and, if they think they need 10 years to do it, why not just start with one location and three years? The construction impacts alone for simultaneously tackling all of these sites will be a nightmare for everyone in the West End.
The impact of this project also needs to be looked at in conjunction with any impacts related to the future development of the large site designated for employee multi-family housing on the Park Service property on 7th St at the S-curve.
Thank you for your continued study of these projects and for listening to the neighborhood stakeholders.
Amanda Mintz
817 W North St
Aspen, CO 81611
ammomintz@gmail.com

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, January 27, 2026 2:00 PM
To: Jeffrey Barnhill
Subject: Fw: Aspen Meadows Affortable Housing Project

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, January 27, 2026 1:39:52 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Aspen Meadows Affortable Housing Project

For the next public comment packet-

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: dedeaspen@gmail.com <dedeaspen@gmail.com>
Sent: Monday, January 26, 2026 5:32 PM
To: City Council <council@aspen.gov>
Subject: Re: Aspen Meadows Affortable Housing Project

Dear City Council members Doyle, Rose, Guth, Benedetti, and Mayor Richard's,

I apologize for the weird formatting of this email.....not sure what happened!

Best,
Diane

On Jan 26, 2026, at 2:01 PM, Diane Moore <dedeaspen@gmail.com> wrote:

Dear City Council Members Doyle, Rose, Benedetti, Guth, and Mayor Richards:

We are writing to express our thoughts regarding the Aspen Meadows Affordable Housing Project which is on your January 27 agenda for first reading of the ordinance. We are aware that public comments won't be taken at this meeting, and we hope that you will give serious consideration to the neighborhood concerns before this project is approved.

Everyone recognizes that nonprofit organizations in Aspen need year-round housing for their employees if the nonprofits are to thrive, and locating these dwelling units within the urban growth boundary are an added benefit. All three of these nonprofit organizations contribute in many ways to the vitality of Aspen, and we want them to succeed. This project has a lot of merit and if it is to integrate in a positive way within the neighborhood, then some modifications to the proposed project should be considered by council.

Vested Rights: The applicant has requested a 10- year vested rights term for the development. The vested rights term for this project should not exceed 3 years. There will be an ongoing, endless, disruptive construction phase in our neighborhood if the vested rights exceed 3 years. The west end has seen more than its fair share of construction traffic and noise, along with the commuter traffic driving through the west end to access Power Plant Road. The construction workers driving to this site will also add to the growing volume of people driving into and out of Aspen, so minimizing this disruption should be a project goal.

Aspen Center for Physics proposed parking: The Physics Center has proposed building 35 units (63 bedrooms) on this property, and their plan reflects a deficit of 37 parking spaces. This is a significant shortage of parking spaces and this shortage will exacerbate an existing parking issue in this area, some of which is attributed to increased programming offered by the nonprofits. It appears that their request to build 35 units may be excessive for their property as they cannot provide the basic parking infrastructure onsite. The cash-in-lieu payment for the parking spaces would not solve the existing parking issues in this area.

The Planning and Zoning Commission recommended that the deed restrictions state that no cars be allowed for any of the occupants of the new housing units for the Physics Center. This is not enforceable and it is an unrealistic expectation that deed restrictions will eliminate cars from this site.

Employee Housing: There is a tremendous need in the Aspen area for housing employees who want to work and live here year-round. but it isn't clear from the application how many of these housing units will be available for year-round employees or seasonal workers employed by the nonprofit organizations. We understand the need for flexibility in how the units are being used, especially for faculty and students attending these facilities during the summer months. The application is requesting a use variation to provide housing, and the question is whether the short-term use of the units is introducing a use that is compatible with a single-family neighborhood. We don't know the answer to this question but it merits further discussion.

Mobility Options: There are many ways to reduce dependence on our automobiles, and the application has outlined some multi-modal transportation options that will be made available to the users of the units. What are the transit amenities offered by the applicant?

Construction Mitigation Plan: Will this plan be available during the detailed review of this project? What incentives will be offered to reduce the number of construction workers driving to the project site?

Traffic Analysis: Currently the project is classified under a Level 2 Traffic Impact Analysis (TIA), considered minimal traffic, which does not require the same level of study as a Level 1 TIA. Given the existing traffic congestion and neighborhood impacts, many of us believe it warrants further evaluation.

We appreciate this opportunity to submit our comments.

Respectfully,

Diane Moore & Joel Sax (residents at 303 West Francis Street)

Jeffrey Barnhill

From: Nicole Henning
Sent: Monday, February 9, 2026 12:25 PM
To: City Council; Public Comment; Jeffrey Barnhill
Subject: FW: Support for Aspen Institute Project

From: Ben Moss <cbmoss3@gmail.com>
Sent: Monday, February 9, 2026 12:07 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Support for Aspen Institute Project

To Whom It May Concern:

I'm writing to express my emphatic and unmitigated support for the Aspen Institute's proposed employee housing project which I understand is before the City Council for approval. It is an understatement to say the need for additional employee housing units in Aspen and the Roaring Fork Valley is acute. Any project which reasonably addresses this need should not only be approved but also celebrated. In addition, it is inspiring and noteworthy that this proposed project is a partnership between multiple non-profit organizations all of which provide valuable services to our community. Leading non-profits working in partnership to collectively solve for a serious need is heartening to see and should be taken as a sign of the integrity of these organizations and their genuine desire to work toward a solution to a vexing problem. Thank you for taking the time to consider this project and to hear from community constituents regarding the importance and significance of its approval.

Sincerely,

Ben Moss
268 Pfister Drive
Aspen, CO 81611

Jan 21, 2026 To: City of Aspen, Mayor and City of Aspen Council. RE: Housing the Aspen Idea,
As neighbors living on Pearl Court in the West End, we agree it is important that Level 2 assessment should be conducted as a crucial step to study the impact of the three new employee housing projects proposed at Aspen Meadows Campus as part of the planning process in the West End. A study would include neighborhood parking, cumulative traffic assessment, and seasonal data – to study safety, efficiency, regulation and compliance in the areas most affected by the summer seasonal traffic.

The city previously voted to fund West End traffic studies and mitigation due to existing neighborhood traffic issues concerning the increasing traffic problem on Smuggler and its feeder streets. It makes sense that the proposed employee housing at the Aspen Meadows Campus should qualify for a Level 2 assessment review as part of the West End neighborhood. Walkability in the West End is significantly compromised during the summer months. At many times a large volume of traffic overtakes the main streets and side streets with traffic bumper to bumper. It makes walking and bike riding unsafe and challenging at those times for residents, families, and visitors.

At the October P & Z meeting reviewing the Aspen Institute/Physics Institute/Music Festival employee housing proposals, concerns were raised about the many complicated traffic and parking issues that already exist during the summer months on Gillespie Street, North Street and Meadows Road. Many neighbors spoke at the meeting about these traffic and parking issues in the West End. The Level 2 assessment will provide a way to understand the many challenges with seasonal summer congestion. The study will address the cumulative effects and help enable the City of Aspen to make more informed decisions about the Aspen Meadows proposal's many traffic issues.

We also have the following questions:

1) What is the maximum number to occupy the units being proposed at the Aspen Music Festival? Are the units proposed only for housing employees of Aspen Music Festival?
2) Are short-term renters allowed to occupy the Aspen Music Festival housing?
3) Who would be managing the property to ensure rules are followed? We believe that onsite management would be needed for the 13 units.
4) What is the plan to mitigate additional parking, and the loss of the Music parking lot parking?
5) Would the proposed long-term units be allowed to have pets (dogs and cats)? What is being done to mitigate the impact of these proposals on the considerable wildlife in the West End area with ACES and Hallam Lake and the RF River nearby.
6) Are the current trails and walking paths through the property being preserved? These paths are used daily by many residents and those attending the non- profits programs in the West End.
7) What is the proposed length of the construction period for all the housing? How will the construction impact on neighbors be mitigated.

We hope that the City of Aspen will address the many concerns of neighbors and the unanswered questions about the changes and impacts on the West End neighborhood from the substantial amount of year-round housing being proposed including 60 units, with 106 bedrooms, with beds spread over at least 19 buildings, at Aspen Meadow's three proposed employee housing projects.

Thank you for your consideration, James and Hensley Peterson, 406 Pearl Court, Aspen, CO 81611

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create | change

5263 Owl Creek Road | andersonranch.org
Post Office Box 5598 Snowmass Village, CO 81615
phone 970/923-3181 | fax 970/923-3871

Feb. 13, 2026

Dear Aspen City Council Members,

Re: Affordable Housing Proposals for arts, cultural and educational organizations

As a 25-year local resident I recognize that the arts, cultural and educational organizations have been as central as the outdoor recreations opportunities to what makes Aspen such a remarkable community - unique in the world. The value and opportunity for learning and growth are core community values that harkens back to the 1949 convocation. Education and personal growth a critical to who we are as a community and what It means to be an Aspenite.

While we often think of the public facing programs of Aspen Institute, the Aspen Music Festival, and the Center for Physics - they are at their mission educational organization. They are independent institutions of personal growth.

It's critical that the Council consider the special importance of having secure and consistent housing for the non-profit employees as well as the world class talent that perform, speak, and teach each summer. It allows these organizations to not just survive but to attract the best and brightest from around the world. As a community we need these organizations to thrive as national and international leading organizations.

I encourage the council to be flexible and creative in prioritizing what makes Aspen a world class center for arts, culture and education. Please support these important projects.

Best Regards,

Peter Waanders
President
Anderson Ranch Arts Center

Jeffrey Barnhill

From: Mike Sear
Sent: Friday, February 13, 2026 11:49 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Public Comment - Non-Profit Housing
Attachments: Letter to City Council - Non-Profit Housing 02 13 26.pdf

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From: pwaanders@andersonranch.org <pwaanders@andersonranch.org>
Sent: Friday, February 13, 2026 11:41 AM
To: Public Comment <publiccomment@aspen.gov>
Subject: Public Comment - Non-Profit Housing

Please include this letter in public comments shared with the council. Best, PW

Peter M. Waanders
President & Chief Executive Officer
pwaanders@andersonranch.org
970/924-5043
About Me (he/him/his)
Join/Support

5263 Owl Creek Road | PO Box 5598 | Snowmass Village, CO 81615

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Jeffrey Barnhill

From: Jeffrey Wechsler <wexjam@mac.com>
Sent: Tuesday, February 10, 2026 3:25 PM
To: Rachael Richards
Cc: Jeffrey Barnhill
Subject: Music Project
Attachments: Music Project-r01.pdf

Dear Mayor Richards,

I hope this email finds you well. I am hoping that you will take a look at the exhibits included in this email.

I am proposing a solution to the Fourth Street proposed entrance for the Aspen Meadows project.

The exhibits clearly show that Fourth Street is too narrow to accommodate the increased flow of two-way car traffic, bicycles and pedestrians. A simple solution is to move the bus drop-off/pickup entrance up to the Theater parking lot. (This proposed solution actually gives closer overall access to the buildings and easier handicap access). The Third Street entrance could be used as the second entrance into the main parking lot. This proposed solution basically does not change the existing traffic patterns to the parking lot in the West End.

The other simple solution proposal is to heavily increase a foliage barrier along Gillespie so that the West End is shielded from the unsightly parking lot.

Although these proposed solutions do not address parking capacity concerns and overall density issues, it does eliminate the traffic/pedestrian/bicycle danger on Fourth Street without disrupting the overall project.

Thank you for your time.

Best regards,

Jeffrey R. Wechsler

Jeffrey Barnhill

From: Ben Anderson
Sent: Wednesday, February 4, 2026 2:52 PM
To: Jeffrey Barnhill
Subject: Fw: In support of HTAI

Ben Anderson, AICP
Community Development Director
City of Aspen
970.429.2765

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From: Mike Sear <mike.sear@aspen.gov>
Sent: Wednesday, February 4, 2026 2:30 PM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>; Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: In support of HTAI

From: Nina Weyl <nina.weyl@gmail.com>
Sent: Wednesday, February 4, 2026 2:29 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: In support of HTAI

February 4, 2026

Aspen Town Council
130 South Galena Street
Aspen, CO 81611

Dear Members of the Aspen Town Council,

I am writing to express my strong support for the Aspen Institute's Housing Trailblazer Aspen Initiative (HTAI). As a former employee of the Aspen Meadows Resort who worked closely with the Aspen Institute, I have firsthand experience with the critical housing challenges facing the Roaring Fork Valley — challenges that ultimately forced me to leave both a great job and a community I loved.

The lack of affordable workforce housing was the primary reason I had to relocate, despite my deep commitment to my work and the region. This story is not unique. I witnessed countless talented colleagues face the same impossible choice: endure unsustainable housing costs and commutes, or leave the valley entirely. The loss of dedicated employees like myself weakens not only individual organizations but the entire community's economic and social fabric.

Since leaving Aspen, I have continued my career and now work in real estate development. I am focused on building much-needed workforce housing in Maine, where the state faces a shortage of 80,000 dwelling units over the next decade. This work has given me professional insight into the complexities and urgency of addressing housing crises. What I have learned reinforces what I already knew from living it: communities cannot thrive when their workforce cannot afford to live in them.

The HTAI project represents a meaningful step toward solving Aspen's housing crisis. Workforce housing is not just about providing shelter; it's about sustaining the organizations, businesses, and institutions that make Aspen such a special place. The Aspen Institute and its partners understand the vital connection between housing availability and a community's ability to retain talented employees who contribute to its cultural, economic, and intellectual life.

From my perspective as someone who has lived this problem and now works professionally to address it elsewhere, I can attest that projects like HTAI are essential. Aspen's identity as a world-class destination depends on the people who work there being able to call it home. Without adequate workforce housing, the valley will continue to lose the very people who make it function.

I urge you to support the Housing Trailblazer Aspen Initiative. This project will help ensure that future employees do not face the same impossible choices that drove me and so many others away. Aspen deserves a workforce that can actually live in the community they serve.

Sincerely,

Nina Weyl
Former Aspen Meadows Resort Employee
Former Aspen Skiing Company (Limelight Hotel) Employee
Current Real Estate Development Professional

Jeffrey Barnhill

From: Mike Sear
Sent: Friday, February 13, 2026 10:31 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Please Do What's Best

From: Steven Wickes <steven.wickes@gmail.com>
Sent: Friday, February 13, 2026 10:24 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Please Do What's Best

Dear Aspen City Council,

Please do what's best for our entire community! **Vote yes** to approve the new housing on the Institute/Music Festival campus.

I'm disappointed (but not entirely surprised) that a few residents in the West End are against the plan.

But then I'm reminded that more than a few residents were adamantly against the creation of the Aspen Institute in 1949. How different would Aspen be today, if we listened to the vocal minority, and didn't do what is best for the common good?

Thank you for your "yes" vote.

Steven Wickes

Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 9:42 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Strong Support for Housing the Aspen Idea Deed-Restricted Housing Initiative

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From: Ned S. Wingreen <wingreen@princeton.edu>
Sent: Tuesday, February 17, 2026 9:39 AM
To: Public Comment <PublicComment@aspen.gov>
Cc: acp@aspenphys.org
Subject: Strong Support for Housing the Aspen Idea Deed-Restricted Housing Initiative

Dear Mayor Richards and Members of the Aspen City Council,

I am writing to express my strong support for the Housing the Aspen Idea deed-restricted housing initiative proposed by the Aspen Institute, Aspen Music Festival and School, and the Aspen Center for Physics .

I have attended summer workshops at the Aspen Center for Physics for more than 25 years. ACP is one of the world's leading venues for scientific collaboration, and it plays a vital role in advancing research in myat the interface of physics, biology, and medicine. I hope to continue participating for the rest of my scientific career — including organizing workshops and working groups that bring together researchers across disciplines to tackle major challenges in science and health.

However, the escalating cost of housing in Aspen has become a serious barrier. What was once manageable has now become prohibitive, particularly for younger scientists. Early-career researchers, postdoctoral fellows, and junior faculty — the very people who bring new ideas and energy — often lack adequate grant support. In the current federal funding environment, this problem has only intensified. Without accessible housing, many simply cannot afford to participate.

This deed-restricted housing project is a thoughtful, values-driven solution that allows these nonprofit institutions to sustain their missions while reducing commuting impacts and strengthening the Aspen community . Ensuring that scientists, artists, staff, and students can live where they work is essential to preserving the intellectual and cultural vitality that defines Aspen.

I urge you to approve this application. Supporting this project will help sustain the Aspen Center for Physics and its partner institutions for decades to come, ensuring that Aspen remains a place where discovery, creativity, and leadership continue to flourish.

Sincerely,

Ned

Ned S. Wingreen
Howard A. Prior Professor in the Life Sciences
Department of Molecular Biology
Associate Director, Lewis-Sigler Institute
Princeton University

Get Outlook for Mac

Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 4:16 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Physics Center Housing

Follow Up Flag: Follow up
Flag Status: Flagged

-----Original Message-----
From: Stephen Adler <adler@ias.edu>
Sent: Tuesday, February 17, 2026 4:10 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Physics Center Housing

Dear Aspen City Council,

I am writing to strongly support the proposal for housing construction by the Aspen Center for Physics (ACP). I first came to the ACP in 1968 and have been back many summers since. It is wonderful resource for the American and World physics community, from which I have greatly benefited, as have countless others. When I first came the ACP had a substantial inventory of rental housing to make available during the summer, but that situation has changed over the years. Continuation of a robust summer program now requires the ACP, and other non-profits, to put up their own housing in adjacent land, and I hope you will give your approval to this important endeavor.

Sincerely yours,

Stephen L. Adler

Professor Emeritus, Institute for Advanced Study (Princeton)

Member US National Academy of Sciences

Jeffrey Barnhill

From: Rachael Richards
Sent: Thursday, February 26, 2026 9:37 AM
To: Jeffrey Barnhill
Subject: Fw: Comments on Institute, Music & Physics project

Public comment.

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From: Carol Auld <auldcarol@gmail.com>
Sent: Thursday, February 26, 2026 7:32:16 AM
To: City Council <council@aspen.gov>
Subject: Comments on Institute, Music & Physics project

My name is Carol Auld, and I live at 730 W. Smuggler Street in the West End.

If this project were truly designed to house full-time employees, I would strongly support it. Providing on-campus housing for full-time staff would reduce commuting trips, lessen traffic congestion, and help address workforce housing needs in a meaningful way.

Unfortunately, particularly in the case of the Physics Center proposal, this project does not meet that standard. It does not fulfill the stated need to house full-time employees, does not align with APHCA guidelines, and instead appears to function as short-term rental structures. **Short-term occupancy creates frequent turnover, increased vehicle trips, service traffic, deliveries, and noise — all of which are incompatible with a quiet residential neighborhood.**

The West End — and W. Smuggler Street specifically — cannot absorb additional unmitigated traffic. We are already experiencing congestion, cut-through driving, and safety

concerns. Adding high-turnover housing without a completed traffic mitigation plan will only worsen these conditions.

I respectfully ask that you complete the West End Traffic Study before approving this project. Responsible planning requires understanding the cumulative traffic impacts before introducing new development that will directly affect our neighborhood.

Thank you for your consideration.

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:17 PM
To: Jeffrey Barnhill
Subject: Fw: ACP Proposal

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 12:41:20 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: ACP Proposal

Last one I have to forward I hope

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Cory Garske <cory.garske@aspen.gov>
Sent: Tuesday, February 17, 2026 12:30 PM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>
Subject: FW: ACP Proposal

From: Jonathan Bagger <bagger@aps.org>
Sent: Tuesday, February 17, 2026 12:27 PM
To: Public Comment <PublicComment@aspen.gov>
Cc: Jonathan Bagger <bagger@aps.org>; acp@aspenphys.org; jfrieman@slac.stanford.edu
Subject: ACP Proposal

To the Aspen City Council:

I am writing to support the proposal of the Aspen Center for Physics, the Aspen Institute, and the Aspen Music Festival and School, to build deed-restricted housing on their campuses.

I benefitted greatly from my time at the Aspen Center for Physics; affordable housing made my visits possible. Over more than a decade, I spent time in Aspen each summer, as a participant, a General Member, and a Trustee of the Center. I remember fondly the public lecture I gave at the Wheeler Opera House. And many of my best ideas were born in on the Center's campus.

Aspen was integral to my journey in physics, and for that I am eternally grateful. By approving the proposal, you will be offering future generations the same opportunities that I enjoyed. Ensuring long-term affordability is essential to the future of the Center.

Thank you for giving me the opportunity to comment.

Jonathan Bagger

Jonathan A. Bagger
Chief Executive Officer
American Physical Society

Jeffrey Barnhill

From: Cory Garske
Sent: Tuesday, February 24, 2026 1:57 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Letter of Support for the Aspen Center for Physics

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From: Ibou Bah <Iboubah@jhu.edu>
Sent: Tuesday, February 24, 2026 1:56 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Letter of Support for the Aspen Center for Physics

Letter of Support for the Aspen Center for Physics

The Aspen Center for Physics has been integral to my scientific career since I joined the faculty at Johns Hopkins University in 2017. Since then, I have participated in four summer programs, organized two winter conferences, and, a year and a half ago, was elected a member of the center.

The Aspen Center for Physics is one of the most unique institutions in the world — and, for its size, one of the most impactful in all of theoretical physics. It is a place where scientists enjoy complete freedom to think and work, unconstrained by the pressures of their home institutions. It is a nexus where leading physicists gather to share and develop groundbreaking ideas. For a junior scientist in particular, it offers unparalleled access to the best thinkers in the field, with opportunities to exchange ideas and receive critical feedback in real time. Every time I visit Aspen, I return with a head full of new and exciting directions, several of which have led to important results in my own research program.

Recently, however, the cost of attending ACP has grown beyond what a typical scientist can afford with existing grants. At the last winter conference I organized, fewer than half of the admitted researchers were able to cover the housing costs required to attend. This is alarming, and the consequences for science are real: collaborations that would have formed will not, and ideas that would have emerged will remain undiscovered. One might argue that scientists can meet at other venues, but ACP provides an exceptionally unique environment — one that fosters truly novel thinking in a way I have not encountered at programs elsewhere.

ACP is the birthplace of string theory. More recently, it has become a place where exciting ideas at the intersection of physics and AI research are being developed. Over the decades, the center has catalyzed important results spanning the full breadth of theoretical physics. Ensuring affordable housing will provide the support necessary to sustain this tradition, continue producing transformative science, and attract the next generation of talent to the center.

Ibrahima Bah
Associate Professor
Johns Hopkins University

Department of Physics and Astronomy
Bloomberg 463
Tel: 410 516 4122

Jeffrey Barnhill

From: Rachael Richards
Sent: Thursday, February 26, 2026 1:25 PM
To: Jeffrey Barnhill
Subject: Fw: Housing Project Endorsement

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From: Lissa Ballinger <Lissa.Ballinger@aspeninstitute.org>
Sent: Monday, February 23, 2026 1:13:58 PM
To: Rachael Richards <Rachael.richards@aspen.gov>; John Doyle <John.Doyle@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; Bill Guth <Bill.Guth@aspen.gov>; Sam Rose <Sam.Rose@aspen.gov>
Subject: Housing Project Endorsement

Dear Mayor Richardson and City Council Members,

I am writing to express my strong support for the shared application of the Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics to develop deed-restricted housing. As a grateful owner of employee housing in Aspen, I understand how critical this offering is to ensuring stability for our colleagues and their ability to be active and engaged in our local community. The ongoing housing challenges we face are among the most significant and difficult problems in our community. These three nonprofits are stepping up to address this issue and create a thoughtful solution to our shared housing issues.

Every business and non-profit in Aspen is facing difficulties recruiting and retaining staff, creating an urgent need for attention and support from our local government. I believe these three non-profit organizations are demonstrating decisive leadership and proactive problem-solving in addressing their housing needs on land they own.

The proposed deed-restricted housing project would help ensure these organizations continue to offer their invaluable services.

I urge the Aspen City Council to prioritize support for these organizations and their housing initiatives. By doing so, we will invest in the future sustainability of our community.

Thank you for your consideration.

Sincerely,

Lissa Ballinger
Executive Director, the Resnick Center for Herbert Bayer Studies
The Aspen Institute

Lissa Ballinger
102 Founders Place, Unit 201
Aspen, CO 81611
Lissa.ballinger@aspeninstitute.org

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 9:16 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: The APCHA governed deed-restricted housing project for the Aspen Center for Physics

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From: Gordon Baym <gbaym@illinois.edu>
Sent: Sunday, February 22, 2026 6:25 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: The APCHA governed deed-restricted housing project for the Aspen Center for Physics

To the City Council:

I write, as a homeowner on McSkimming Road for over 45 years, a long time participant at the Aspen Center for Physics, and a contributor to the cultural life of Aspen, to urge the Aspen City Council to approve the APCHA governed deed-restricted housing project for the Aspen Center for Physics, the Aspen Music Festival and School, and the Aspen Institute,

The uniqueness of Aspen depends critically on the cultural and educational foundations provided by these institutions. Their benefit to the Aspen community is immeasurable. However, their longevity in Aspen is threatened by the lack of housing for their participants, from physicists to musicians to philosophers. The years where regular participants, such as myself, could afford to become local home owners are unfortunately behind us. Furthermore, the present high costs of renting have become a prohibiting factor in maintaining critical numbers of participants.

The Council's approval of the APCHA governed deed-restricted housing project is crucial to maintaining Aspen as the paradise it is.

Thank you for your consideration,

Gordon Baym (Professor of Physics)
0571 McSkimming Rd.
Aspen

Jeffrey Barnhill

From: Rachael Richards
Sent: Wednesday, February 18, 2026 1:32 PM
To: Jeffrey Barnhill
Subject: FW: ASPEN CENTER FOR PHYSICS HOUSING PLAN

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: John Bennett <johnb@magpiefarm.net>
Sent: Wednesday, February 18, 2026 1:17 PM
To: City Council <council@aspen.gov>; Public Comment <publiccomment@aspen.gov>
Subject: ASPEN CENTER FOR PHYSICS HOUSING PLAN

To Mayor Rachel Richards and the Aspen City Council –

I'm writing to support the Aspen Center for Physics (ACP) housing application.

For 60+ years, ACP has helped advance humankind's understanding of our universe from its smallest aspects—particle physics—to its grandest—astrophysics. 73 ACP participating physicists have won the Nobel Prize for their scientific breakthroughs.

ACP is a core component of the Aspen Idea and an important contributor to our uniqueness. Over the years, thousands of Aspenites have attended (online or in person) ACP's free Nick and Maggie DeWolf winter talks and its Heinz Pagels summer talks. ACP's

summer community program mentors Roaring Fork Valley high school students and partners with the (HS)2 ("High School – High Scholar") program in Carbondale for minority students.

Today, ACP faces an existential threat to its survival: it is beginning to see top physicists cancel their participation in ACP conferences because they can no longer afford the cost of local rental housing. In short, Aspen's lack of affordable academic housing for visiting scientists directly threatens ACP's existence.

To address this, ACP's on-campus housing plan is aimed at shoring up the institution so it can continue contributing to both our community and our nation for decades to come. I will address the parking and transportation aspect of ACP's plan, as this topic is drawing attention.

At its heart, ACP's plan is simple: *Build housing on campus so physicists no longer need to commute there from places like Snowmass each day*. This daily commute currently creates three problems:
(1) More traffic across the West End
(2) More vehicles on Highway 82
(3) More cars parking on ACP's campus

Moving housing onto ACP's campus is a classic form of Transportation Demand Management (TDM): Reduce travel demand by housing people where they work. *By providing housing exactly where physicists need to be — while also restricting their use of cars — ACP will substantially reduce its overall need for driving and parking*.

History
— For most of the last 60 years, virtually all physicists have stayed in locations around Aspen. Recently, however, the disappearance of affordable rental housing in Aspen has forced physicists to rent housing in Snowmass Village and other areas.

— Historically, physicists staying in Aspen have bicycled, walked, or ridden transit to ACP's campus. Today, many are forced to rent cars or ride an ACP shuttle to campus. In addition, skyrocketing housing expenses have left many scientists simply unable to afford the cost of a Snowmass apartment rental.

ACP's comprehensive plan
to reduce vehicle use and parking demand:
— Eliminate all Snowmass rentals and house physicists on campus so they no longer need cars to commute

— No increase in the overall number of physicists

— No change in the number of scientific programs

— Strict enforcement of restrictions on use of ACP's permit-only parking lot

— By signed agreement, physicists are not allowed to park on neighborhood streets

— On-campus housing limited only to scientists (not rented on open market)

— An existing fleet of 150 bicycles + a new fleet of electric bicycles (including cargo bikes)

— 2 shared electric vehicles for occasional, unavoidable car trips

— Six new parking spaces (30% more than today) to ensure no overflow

— Physicist kitchens + a daily food truck on campus to reduce travel demand

— If needed, new offsite parking so physicists arriving in cars from other cities can store them while staying on campus. (Most fly in and don't need this.)

— Reducing the number of physicists using ACP's parking lot will free up extra public spaces during occasional events (i.e., free Wednesday public lectures) that create non-physicist parking demand

— The *ACP Alternative Transportation Plan*: Visiting physicists sign an agreement and receive a copy of ACP's full array of mobility options, including the Aspen Cross Town Shuttle, the Aspen Downtowner, free RFTA bus routes, ACP's shared electric and traditional bicycle fleets, ACP's two shared electric vehicles, WE-cycle info, pedestrian & bike trail maps, physicist car-pool options, and other mobility alternatives.

Taken together, these TDM measures will ensure that ACP's new housing plan *reduces* both today's need for on-campus parking and VMT (vehicle miles traveled) across the West End. This, in turn, will significantly reduce ACP's carbon emissions.

A Key Fact:
In the living memory of today's physicists, the existing parking lot has not overflowed from physicist parking.

As a group, physicists care about reducing air pollution, cutting greenhouse gas emissions, and using alternative transportation. They deeply share these Aspen community goals.

THANK YOU very much for your consideration.

John Bennett

Jeffrey Barnhill

From: Cory Garske
Sent: Wednesday, February 18, 2026 11:56 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing for Aspen Center for Physics

From: Ravindra N. Bhatt <ravin@princeton.edu>
Sent: Wednesday, February 18, 2026 11:51 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Housing for Aspen Center for Physics

Dear Council Members,

I write to convey my strongest support for APCHA governed deed-restricted housing project for the Aspen Center for Physics. It is critical and urgent that the Aspen City Council approve this housing project for the Aspen Center for Physics as discovery and curiosity are at the heart of the Aspen Idea and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen.

I have both contributed to, and benefitted from the existence of, the Aspen Center for Physics (ACP) for the past 49 years. The ACP has been central to providing a unique atmosphere for my ideas as a physics researcher flourish throughout these nearly five decades, first as a member of Bell Laboratories, one of US primary industrial laboratories, and then as a faculty at Princeton University. A large number of my students and postdoctoral fellows have launched successful careers in a STEM field of vital importance to the country during this long period.

I have been fortunate to have the ACP find reasonably priced housing for most of these past five decades, thanks to the efficiency of ACP staff in locating such housing on a year-by-year basis. However, in the past several years, rental prices in Aspen have risen so dramatically as to become unaffordable for most physicists. This hurts the younger researchers especially, and if ACP were to lose participation by these budding future stars, it would be a tremendous disservice to the US leadership in science that has existed ever since ACP was established, over sixty years ago. I am entering the final stage of my professional career; my plea is therefore for the succeeding generations, not for myself.

I therefore urge the Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

Sincerely,

Ravin Bhatt
Professor

CHRIST CHURCH
LET YOUR LIGHT SHINE

February 18, 2026

To the Aspen City Council,

As a priest in this valley, I have watched with both gratitude and concern as the question of housing has become one of the defining challenges of our time. It affects not only the most vulnerable among us, but also the teachers, artists, scientists, and staff who enrich our shared life and help Aspen remain a place of learning, creativity, and human connection.

For that reason, I want to express my strong support for the partnership between the Aspen Institute, the Aspen Music Festival and School, and the Aspen Center for Physics as they work together to build deed-restricted housing on land they already steward. Their collaboration is a hopeful sign—an example of respected institutions choosing cooperation over competition and choosing long-term community well-being over short-term convenience.

We all know that affordable and attainable housing is becoming scarce, not only in Aspen but throughout the Roaring Fork Valley. New employees, visiting scholars, and scientists on residency often struggle to find a place to live at a reasonable cost. This project offers a thoughtful and sustainable response to that reality.

I am especially grateful for the way these nonprofits have engaged the community—with transparency, humility, and openness. Through their website, newsletters, open houses, surveys, and personal conversations, they have invited feedback and made space for genuine dialogue. That kind of listening is a form of service in itself.

The truth is simple: Aspen needs this. These organizations need this. And our community will be stronger, more vibrant, and more faithful to its values when we make room—literally—for the staff, interns, musicians, and physicists who help our beloved nonprofits thrive. Welcoming them is not only practical; it is an expression of the hospitality and generosity that define the very best of who we are.

Sincerely,

The Rev. Dr. William B. Lupfer
/lhb
cc:

Jeffrey Barnhill

From: Cory Garske
Sent: Wednesday, February 18, 2026 10:24 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Letter in support for Public Comment
Attachments: Letter for Aspen Center for Physics-2.doc

From: Leslie Boyer <leslie@christchurchaspen.org>
Sent: Wednesday, February 18, 2026 10:14 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Letter in support for Public Comment

Please find attached our letter in support of the Housing Development for the Aspen Center for Physics, Aspen Institute and the Aspen Music Festival.

Thank you!
--
I'm sorry if I have missed you. My regular office hours are 9am - early afternoon, Tuesday, Wednesday and Thursday.

Thank you,

Leslie Boyer

Parish Administrator

970-925-3278 | leslie@christchurchaspen.org

Christ Episcopal Church

536 W. North Street

Aspen, CO 81611-1253

www.christchurchaspen.org

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 9:17 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing the Aspen Idea

From: Jennifer Cano <jennifer.cano@stonybrook.edu>
Sent: Sunday, February 22, 2026 8:25 PM
To: Public Comment <PublicComment@aspen.gov>
Cc: acp@aspenphys.org
Subject: Housing the Aspen Idea

Dear Aspen City Council,

It is essential that the Aspen City Council approve the APCHA governed deed-restricted housing project for the Aspen Center for Physics. Discovery and curiosity are at the heart of the Aspen Idea. Housing for scientists — such as myself — will keep this idea alive, reduce commuting traffic, and contribute to the cultural richness that defines Aspen.

My visits to the Aspen Center for Physics have significantly strengthened my research by providing sustained time for deep focus and close interaction with world-leading scientists. The Center's uniquely collaborative and intellectually vibrant environment has sharpened my ideas, fostered new collaborations, and directly led to meaningful discoveries that would have been unlikely to emerge in isolation.

In return, I have sought to give back to the Aspen community in meaningful ways. I delivered a public lecture last summer to share the excitement of fundamental physics with a broader audience, contributing to the town's culture of ideas. I support the local economy by dining at Aspen restaurants and shopping at the Aspen Farmers Market. I am also an avid and respectful user of Aspen's trail system and deeply value to region's natural space.

All three nonprofits involved are quintessential in making Aspen Aspen. All three nonprofits offer a significant amount of free and affordable programming that contribute to scientific, artistic, and civic growth — embodying the values that draw people from around the world to visit and live in Aspen. And in the last decade, all three of these nonprofits have faced significant housing challenges that will severely impact their long-term stability.

I urge Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

Sincerely,

--
Jennifer Cano

Associate Professor
Department of Physics and Astronomy
Stony Brook University
https://url.avanan.click/v2/r01/___https://you.stonybrook.edu/jcano/___.YXAzOmNpdHlvZmFzcGVuOmE6bzowM2RiZWFmOTljNTk2ZmYxMDdmNzc1MTg3MWY5NGFmMzo3OmE0OTk6ZmUyNGM5MmQ5Njc2YTg4NGE3ZTI5OTUzNGRmZGQxNGJlMWUyOTcwODI3Y2ZiY2MxZWE1NjA0NzI0NWY5NjE0Yzp0OkY6Tg

Visiting Scholar
Center for Computational Quantum Physics
Flatiron Institute

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:10 AM
To: Jeffrey Barnhill
Subject: Fw: Photo of one of many deliveries to the Physics Institute

Same

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From: Gloria CHRISTAL <gloriachristal@mac.com>
Sent: Thursday, February 19, 2026 9:35 PM
To: City Council <council@aspen.gov>; Public Comment <publiccomment@aspen.gov>; rachel.richards@aspen.gov <rachel.richards@aspen.gov>; John Doyle <john.doyle@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Sam Rose <sam.rose@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; aspenwestendcommunity@gmail.com <aspenwestendcommunity@gmail.com>
Subject: Photo of one of many deliveries to the Physics Institute



After learning of another meeting today on poverty-stricken physicists and their families requiring cheap vacations, I thought I'd just go outside and see if I could find something to photograph, to show why the Institutes are making a bad decision for Aspen. Easy enough. Rather quickly, a massive semi-truck spent ten minutes trying to figure out where and how to park. As you can see, the counsel's signs are to the right of the photo. Only one car could pass until the truck moved. Two trucks can't pass each other on the corner of 6th and Gillespie as it is right now. I find it ironic that these institutions think they can fool the public, that building so-called "affordable housing" for hundreds of indigent physicists (kidding… maybe), would reduce traffic! Since this notion is so fantastical, I'm inclined to believe there may be a member or two or three on Aspen's City Council that may be on the take. It's the only thing that makes any sense.

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 9:59 AM
To: Jeffrey Barnhill
Subject: Fw: Housing Proposal West End Letter to Council

This one already went to council BUT not You/com dev for the record

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From: colleen collins <colleencollinsburrows@gmail.com>
Sent: Monday, February 23, 2026 9:57 AM
To: City Council <council@aspen.gov>
Subject: Housing Proposal West End Letter to Council

Please distribute prior to mtg.

To: Aspen City Council Members and Planning Staff

From: Colleen Collins
531 Gillespie St.

Thank you for your thoughtful consideration to the impacts of the west end neighborhood in regards to this proposal.

Parking and Access Points-
As you've seen and experienced, the west end has had to absorb most of the impacts from non profits' increasing their facilities over the years —All three 'non profits' have built out- The Physics Center Building at the corner of 6th and Gillespie, Harris Hall, Herbert Beyer Museum, Doer Hosier, and numerous Event Party Tents that stay up all summer.
While the groups have all added some positive amenities and events to our community, they have also added greater impacts to the surrounding residential neighborhoods.

Not one time have traffic and parking impacts been thoroughly and logically addressed then mitigated within the campus with each new building, event.
Rather, a blind eye is turned. Parking, and traffic overflows into the neighborhood have been ugly and impactive- our needs and requests overlooked. As numbers and attendance to events have grown, open space has shrunk, mature trees taken out, parking enforcement ignored.
The streets surrounding have been used regularly as overflow and 'preferred' parking, all out in the residential west end.
This needs to be addressed.

The MAA portion for new housing off Gillespie is literally being sited on a used and much needed MAA parking lot and a current access point closed. How ironic.

Currently, a gate has been installed on Third and Gillespie to close off access to this area. Why? This access point is needed! It's a flow point and should remain one with the new housing.
Why is the plan closing one flow point on this corner?

Each access point into the campus areas should take an equitable piece of the traffic flow in and out.
3rd St currently has two, three if you include parking behind the tent at Paepcke.
4th street was an access point that got closed years back. It too should accommodate in/out access as well, without disturbing the walk bike tree path experience.
We need to stop closing access points. Share the load.
5th street has been overloaded and should not take all the cars - which is the farthest point, along with 6th, from Core.

The proposed MAA housing site cars would best function in AND out off of third using both current access points and not get caught up with events flow. Keep these cars/residents separated from events. All points should share the load. Currently 5th St is designated to take the buses, shuttles one way and all cars in and out. This is not right. There needs to be an equitable, logical, smooth, shared flow plan.

GILLESPIE STREET Impacts, and Improvements-
Impacts to Gillespie street have hardly been discussed. There should not be any parking or staging of buses, shuttles, car services etc.- ever on Gillespie St.
To discourage street parking in the residential areas, make Gillespie and connecting streets 3rd, 4th 5th, 6th 'no parking' unless resident permitted.
Gillespie street should NOT absorb ANY mitigation or parking/staging. All of the circus needs to be contained within the campus, parking lots.
Underground if necessary.

Gillespie Landscape Plan-
There is no real plan identified for landscape and berm on North side Gillespie Street 5th to 4th, towards parking lot. A 10 ft set back is not enough before parked cars. There ought to also be a 10-12 ft generous setback with sidewalk, landscape, berm, water, trees, an area that screens the parking lots and chaos from neighbors on Gillespie Street south side and dresses up the Campus border, entrance.
Please look at the screen, landscape and tree area in front of Herbert Beyer Center on Gillespie. They created distance from Gillespie with sidewalk, landscape and trees.

Currently, the mature cottonwoods all along Gillespie fence line 4th to 5th and at entrance on 5th have been cut off from their water source, the native ditch, which previously ran for decades feeding these trees and has now been needlessly diverted. The trees along Gillespie are being left to wither and die. These trees are stressed and there is available ditch water right there!!

****Please require these water ways be put back and incorporated into a substantial landscape plan on Gillespie St.** *Our water ways and trees are what make this neighborhood so wonderful.*

Currently, the tiny, sad 'green' strip along the Gillespie MAA fence line has been neglected, water off. It is the most unattractive un-welcoming area to the campus.
Even the current affordable housing drawing bet 3rd and 4th has landscape and setbacks drawn in but nothing from 4th to 5th.
The 4th Street walk/ped path is great to leave as is. Make room on the left or right side of it for shuttles, or one way cars.

We don’t have to reinvent the wheel and take away trees, paths and open space that has been there for decades. All for housing? Really? Together they ALL are a quality of life issue. Let’s keep the green we have.

As part of the approval for the MAA portion of housing, please make the applicant and Design Workshop provide Council a detailed, outstanding! and plentiful landscape screen/buffer ALL along Gillespie St. that they must fulfill.
(This was supposed to be part of the hard top Benedict Tent approval and the Harris Hall approval. It was never completed. It’s been left undone, and again ignored.
No more, please.)

I am asking the Council to insure that the non profits take care of their parking problems on campus and to be good neighbors to those nearby, and to be good stewards of the land. Less disruption, lower impact, in scale, beauty.
This is the Aspen Idea.

Thank you for this consideration, your time and your service to this community.

Colleen Collins

Sent from my iPhone

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:16 PM
To: Jeffrey Barnhill
Subject: Fw: Supporting the joint land use proposal of the Physics Center, Aspen Institute and Music Festival

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 10:13:21 AM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Supporting the joint land use proposal of the Physics Center, Aspen Institute and Music Festival

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Cory Garske <cory.garske@aspen.gov>
Sent: Tuesday, February 17, 2026 9:04 AM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>
Subject: FW: Supporting the joint land use proposal of the Physics Center, Aspen Institute and Music Festival

From: Csaba Csaki <ccsaki@gmail.com>
Sent: Monday, February 16, 2026 8:08 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Supporting the joint land use proposal of the Physics Center, Aspen Institute and Music Festival

Dear Members of the Aspen City Council,

I would like to express my strong support for the land use proposal of the three centers in Aspen. I am a physicist who has been visiting the Aspen Center for Physics on a regular basis since 1998, and these visits have been crucial for my physics career. A large fraction of my projects have originated in Aspen, and there is no comparable place to the center anywhere in the world. If the housing project doesn't come to fruition there is a very realistic chance that the center won't be able to survive in the long run. Besides the participating physicists the center also benefits the City of Aspen. We are working very hard to present an outstanding public lecture series every summer and winter, which is very well attended and these type of events are what distinguish Aspen from generic towns like Vail or Eagle. Also the physicists are very responsible temporary residents of Aspen - most of us are biking, keeping the center and the apartments we stay in in good shape, and very much appreciate the opportunity to visit Aspen on a regular basis. I really hope that we will be able to keep returning to Aspen - it is very largely dependent on your decision on this matter.

With best regards:

Csaba Csaki
Professor of Physics at Cornell
Trustee and general member at the ACP

--

****
Csaba Csaki
469 Physical Sciences Building
Cornell University
Ithaca, NY 14853
ccsaki@gmail.com
(1)-607-254-8935
****

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:12 AM
To: Jeffrey Barnhill
Subject: Fw: Aspen City Council Letter for Feb. 24 Hearing

Same

Get Outlook for iOS

From: Jim Curtis <jcurtis@sopris.net>
Sent: Thursday, February 19, 2026 9:36:22 AM
To: Rachael Richards <Rachael.richards@aspen.gov>
Subject: Fwd: Aspen City Council Letter for Feb. 24 Hearing

Rachael- email below bounced back, I left out the "a" in your first name. Sorry !!! Good Luck with the hearing on the 24th. Hope all is well & all is Good Here. Take Care !!!

Begin forwarded message:

From: Jim Curtis <jcurtis@sopris.net>
Subject: Aspen City Council Letter for Feb. 24 Hearing
Date: February 18, 2026 at 9:32:16 AM MST
To: Rachel Richards <Rachel.Richards@aspen.gov>, John Doyle <John.Doyle@aspen.gov>, Christine Benedetti <Christine.Benedettie@aspen.gov>, Bill Guth <Bill.Guth@aspen.gov>, Sam Rose <Sam.Rose@aspen.gov>
Cc: Ben Anderson <Ben.Anderson@aspen.gov>, Daniel Folke <Daniel.Folke@aspen.gov>, Jessica Garrow <jgarrow@designworkshop.com>, Richard Stettner <richard.stettner@aspeninstitute.org>

To Aspen City Council,

Please consider this letter at your Feb. 24 Hearing on the Aspen Institute, Aspen Music Festival & School and Aspen Center for Physics affordable housing proposals. Thank You.

I whole-heartedly support the Aspen Institute affordable housing proposal as well as the Aspen Music Festival & School and Aspen Center for Physics proposals. The three non-profits are a major reason why Aspen is special, and as we all know, it is becoming harder and harder for the non-profits to operate given the difficuly and cost involved in finding housing for their staff and employees. Providing on-site housing will significantly benefit the non-profits and their long-term future in the community, and equally benefit the employees to provide welcoming guest services and take advantage of the special character of Aspen. My comments are based on my good fortune of working with the Aspen Institute in their various construction and renovation projects from 2004 -2024 and then for family reasons having to relocate to Denver in 2025. During this 20 year period, I saw the

yearly challenges the Aspen Institute faced in getting quality staff and employees and every year seemed to get harder and harder.

I urge City Council to support and approve the housing proposals and I commend the three non-profits for stepping forward with these proposals.

Respectfully,
Jim Curtis

Jeffrey Barnhill

From: Daniel Folke
Sent: Wednesday, February 18, 2026 10:31 AM
To: Jeffrey Barnhill
Cc: Ben Anderson
Subject: FW: Aspen City Council Letter for Feb. 24 Hearing

Public comment for the record.

Daniel Folke
Planning Director
City of Aspen
C:970-404-9200

-----Original Message-----
From: Jim Curtis <jcurtis@sopris.net>
Sent: Wednesday, February 18, 2026 9:32 AM
To: Rachel Richards <Rachel.Richards@aspen.gov>; John Doyle <John.Doyle@aspen.gov>; Christine Benedetti <Christine.Benedettie@aspen.gov>; Bill Guth <Bill.Guth@aspen.gov>; Sam Rose <Sam.Rose@aspen.gov>
Cc: Ben Anderson <Ben.Anderson@aspen.gov>; Daniel Folke <Daniel.Folke@aspen.gov>; Jessica Garrow <jgarrow@designworkshop.com>; Richard Stettner <richard.stettner@aspeninstitute.org>
Subject: Aspen City Council Letter for Feb. 24 Hearing

To Aspen City Council,

Please consider this letter at your Feb. 24 Hearing on the Aspen Institute, Aspen Music Festival & School and Aspen Center for Physics affordable housing proposals. Thank You.

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I urge City Council to support and approve the housing proposals and I commend the three non-profits for stepping forward with these proposals.

Respectfully,
Jim Curtis

FERGUSON SCHINDLER LAW FIRM

RYAN J. DOUGHERTY
ryan@fsaspenlaw.com

February 24, 2026

***VIA* E-MAIL**
Nicole Henning – City Clerk
427 Rio Grande Place
Aspen, CO 81611
Nicole.henning@aspen.gov

RE: *4th Street Pedestrian Preservation Coalition – LPA-24-104 – Proposed Relocation of AMFS Parking Lot Entrance to N. 4th Street*

Dear Mayor and Members of Council:

This firm represents Residents for 4th Street Pedestrian Preservation ("4th Street Coalition"), a Colorado Nonprofit Corporation. The 4th Street Coalition consists of at least five residential property owners on N. 4th Street, each of which will be substantially impacted by the pending Aspen Meadows Land Use Application submitted by the Aspen Institute ("Institute"), Aspen Music Festival and School ("AMFS"), and Aspen Center for Physics ("Physics", collectively "Applicants") on September 13, 2024, which was given Application No. LPA-24-104 ("Application").

On October 15, 2025, the 4th Street Coalition submitted a comprehensive objection letter addressing multiple deficiencies in the Application. This supplemental letter is submitted for inclusion in the Council record and further addresses a single issue: the proposed relocation of the AMFS primary vehicular entrance from N. 3rd Street to N. 4th Street. Please promptly distribute this written correspondence to the Mayor and City Council members and to appropriate City staff.

Recent actions taken by the City, combined with the physical conditions of N. 4th Street as demonstrated by the attached exhibit, warrant careful scrutiny of this circulation change before Council makes the findings required under Aspen Municipal Code § 26.445.050.

I. The Proposed Reconfiguration is a Material Change in Circulation

As currently constructed, the AMFS parking lot has two accesses from N. 3rd Street, and an exit to N. 5th Street. For decades, AMFS visitors accessed the parking lot from N. 3rd Street, and exited to N. 5 Street. N. 3rd Street and N. 5th Street have been built out to accommodate those traffic flows. They are wide thoroughfares complete with curbs, drainage, and other important infrastructure to facilitate heavy vehicular traffic.

AMFS proposes to reconfigure its parking lot to remove an existing access off N. 3rd Street and construct a new access and curb cut directly across from 4th Street—making 4th Street, as it currently exists—the primary access to the AMFS parking lot. I have included AMFS's Updated Site Plan Map below for reference.

AMFS Updated Site Plan



As proposed, bus traffic will enter the AMFS parking lot from N. 3rd Street, and all other vehicular traffic will enter from either N. 5th Street or N. 4th Street. The N. 4th Street access is directly in line with and a continuation of 4th Street.[1] AMFS's newly proposed parking lot entrance significantly impacts pedestrian, bicycle and transit facilities and it has not been addressed with corridor-specific operational analysis.

II. Council's Required Findings Must be supported by the Information Before it.

This Application seeks approval of a Major Planned Development Amendment. Under Aspen Municipal Code § 26.445.050, Council is not simply voting on a policy preference — it must make specific findings regarding compatibility, safe access and circulation, adequacy of public infrastructure, and protection of pedestrian and bicycle facilities.

Those findings must be grounded in the information contained in the administrative record.

The issue is not simply whether overall trip generation increases. The issue is whether relocating a primary entrance to this specific location promotes safe and efficient multimodal circulation given the physical conditions of N. 4th Street.

[1] Conveniently, the orientation and location of AMFS's new parking lot entrance juxtaposed to N. 4th Street is conveniently absent from the entire Application.

The relocation of AMFS's primary entrance from 3rd Street to 4th Street is not a minor design adjustment. It is a structural change in how traffic enters and exits the campus. For decades, ingress occurred from 3rd Street and egress from 5th Street — both of which are built to accommodate heavier vehicular traffic volumes. The proposed configuration would shift a meaningful portion of that traffic directly across from a narrow residential corridor that functions today as a constrained, shared pedestrian and bicycle space.

Following the First Reading, the Applicants submitted a supplemental access analysis prepared by Jacobs Engineering, (the "Jacobs Memo"). To summarize, the Jacobs Memo evaluates: (1) five years of accident data (2021-2025); (2) historical pedestrian volumes using 2019 streetlight data; (3) average vehicle volumes and 85th percentile speeds; and (4) parking utilization during two high-attendance events. The Jacobs Memo concludes that relocating the access from 3rd Street to 4th Street is unlikely to significantly increase accident frequency.

The Jacobs Memo, however, is primarily retrospective. It evaluates historical crash frequency and generalized volume patterns. It <u>does not</u> include:

1. A corridor-level capacity analysis for N. 4th Street;
2. Peak-hour turning movement counts at the proposed entrance;
3. An analysis for inbound vehicles during events;
4. Multimodal conflict modeling at the precise alignment of the new entrance; or
5. Emergency ingress/egress or event-surge analysis.

Historical crash frequency does not substitute for operational analysis of how the new access will function within a constrained corridor during peak conditions.

Where a circulation change materially alters site conditions, the record must contain sufficient operational analysis to support an affirmative finding that safe and convenient access will be maintained. The current Application, including the Jacobs Memo, does not contain any corridor-specific analysis.

III. <u>The Recently Adopted September 2025 TIA Guidelines Reflect Recognized Deficiencies in Prior Review Standards.</u>

The Application was submitted prior to the City's recent adoption of the September 2025 Transportation Impact Analysis Guidelines ("TIA Guidelines"). Technically speaking, the prior version of the TIA Guidelines governed at the time of submittal. We are not asking the Council to retroactively apply the new TIA Guidelines.

However, it is important to recognize what the adoption of the September 2025 TIA Guidelines represents. Council made a legislative determination that the City's previous traffic review framework required revisions and refinements — particularly with respect to multimodal safety, corridor-level impacts, and the identification of "significant impacts" when traffic is introduced into constrained facilities.

The revised Guidelines establish tiered levels of review, expanded study areas, and enhanced evaluation of pedestrian and bicycle conflicts. They reflect a policy judgment that certain types of circulation changes require more than a simple trip count. That context matters here.

The relocation of AMFS's primary vehicular entrance from N. 3rd Street to N. 4th Street is not merely a question of how many additional trips the campus generates. This redistribution of traffic into a constrained residential corridor that functions as a shared pedestrian and bicycle environment. That type of redistribution is precisely the kind of circumstance the revised TIA Guidelines were designed to scrutinize more carefully.

Even if the earlier technical thresholds technically apply, Council still retains its independent obligation under § 26.445.050 to ensure that findings regarding safe and convenient access are adequately informed. The fact that Council has now adopted a more robust analytical framework underscores that traffic and multimodal conflicts require careful, corridor-specific evaluation — particularly where a primary access point is being relocated.

In other words, Council has recently determined that greater scrutiny is appropriate for materially altered circulation patterns. It would be difficult to reconcile that determination with approval of a significant access relocation based solely on a Level 1 trip generation analysis that does not meaningfully evaluate corridor capacity, pedestrian conflict points, or right-of-way constraints specific to N. 4th Street.

The 4th Street Coalition respectfully submits that, at a minimum, Council should apply the same level of care and scrutiny to this decision that it has deemed appropriate for similarly situated projects going forward. The integrity of the review process depends on it.

IV. Council has Authorized a West End Congestion Study Covering the West End this Spring.

As every West End inhabitant knows, the West End is already a traffic congestion nightmare. In December 2025, Council approved approximately $397,000 for a comprehensive West End traffic congestion study. That action reflects Council's recognition that traffic conditions in the West End warrant corridor-level evaluation.

Approving a material redistribution of traffic into that same corridor prior to completion of the broader study risks making a project-level determination in advance of a system-wide findings that Council has already deemed necessary. Granting this traffic change is premature. At a minimum, this supports deferral of the N. 4th Street access component pending additional corridor-specific analysis.

V. 4th Street's Physical Constraints are Incompatible with Primary Vehicular Access.

The 4th Street Coalition has prepared demonstratives documenting the existing physical conditions of N. 4th Street. They are attached here as **Exhibit "1"**.

These materials show:

1. Flashing crosswalks serving inbound and outbound bus stops at Main Street and N. 4th Street, creating high pedestrian concentration at the corridor entrance. (Ex. 1 - Slides 1 -2);
2. A narrow roadway with existing pedestrian bicycle land use extending from Main Street to Gillespie Avenue. (Slide 3);
3. Measured roadway widths as narrow as approximately 17-18 feet in certain segments (Slide 7), with no curb separation or detached sidewalks;
4. Existing driveways requiring residents to back into the constrained travel lane; and
5. The proposed relocation aligning the new entrance directly across from this constrained corridor (Slide 5).

N. 4th Street, as compared with N. 3rd and N. 5th Street, does not function as a primary vehicular thoroughfare. It functions as a narrow residential corridor with substantial pedestrian and bicycle use. N. 3rd and N. 5th Street are over twice the size in width. This cannot go ignored, and historical traffic patterns must be maintained.

The Application does not contain analysis demonstrating that introducing primary vehicular ingress at this location would not:

- Disrupt existing pedestrian facilities;
- Create multimodal conflicts;
- Degrade safety concerns; or
- Exceed the physical capacity of the constrained right-of-way.

Absent such analysis, Absent such analysis, the required findings under § 26.445.050 cannot be supported by the record.

VI. Feasible Alternatives Exist and are being Overlooked

The 4th Street Coalition demonstratives also depict a feasible alternative configuration maintaining ingress and egress on N. 3rd Street and N. 5th Street while eliminating the 4th Street entrance. Ex. 1 Slide 6. This alternative preserves longstanding circulation patterns, avoids redirecting traffic, and allows the housing component of the Application to proceed.

Additionally, as proposed in the October 15, 2025 letter, it illustrates a more efficient and logical bus lane and drop off to the north AMFS parking lot. These traffic patterns simply make sense. Conversely, relocating the entrance to N. 4th Street does not.

VII. 4th Street Coalition's Requests

In light of the Council's obligation to make findings supported by the Application establishing that review standards have been met; the limited scope of the Jacob's Memo, the City's adoption of the enhanced TIA Guidelines; Council's authorization of a comprehensive West End traffic congestion study, the 4th Street Coalition respectfully requests that Council:

1. Remove the AMFS parking lot 4th Street entrance; and
2. Move bus and shuttle routes to AMFS north parking lot.

OR, alternatively,

3. Require ingress and egress to the AMFS parking lot to remain on N. 3rd Street and N. 5th Street as historically configured;
4. Defer approval of the 4th Street entrance pending completion of the West End Congestion study and supplemental corridor-level analysis; or
5. Condition approval on enhanced traffic analysis specific to N. 4th Street consistent with Council's new adopted TIA Guidelines.

The 4th Street Coalition submits this supplemental objection to ensure that record reflects the physical, legal, and procedural concerns associated with the proposed entrance relocation.

Please feel free to reach out to me to discuss the issues raised in this letter. You can reach me by email, or at (970) 925-6288.

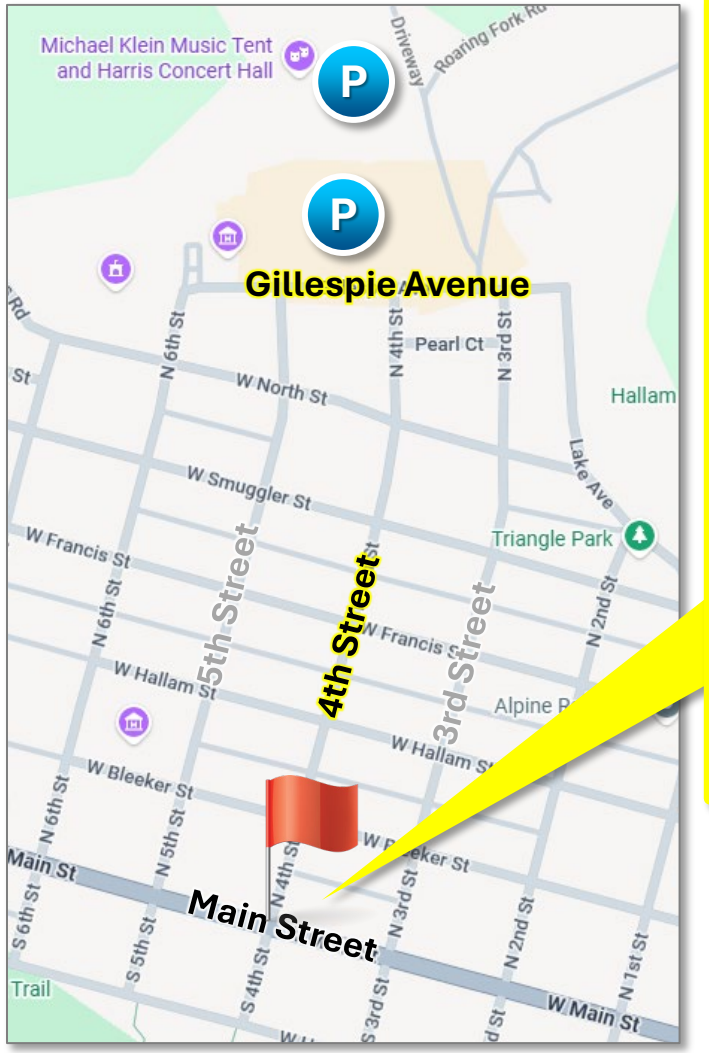
Very truly yours,



Ryan J. Dougherty

Cc: Matthew C. Ferguson, Esq. (v*ia* e-mail)
Jeffrey Barnhill (*via* e-mail)
Katharine Johnson, Esq. (*via* e-mail)
Tracy Terry (*via* e-mail).

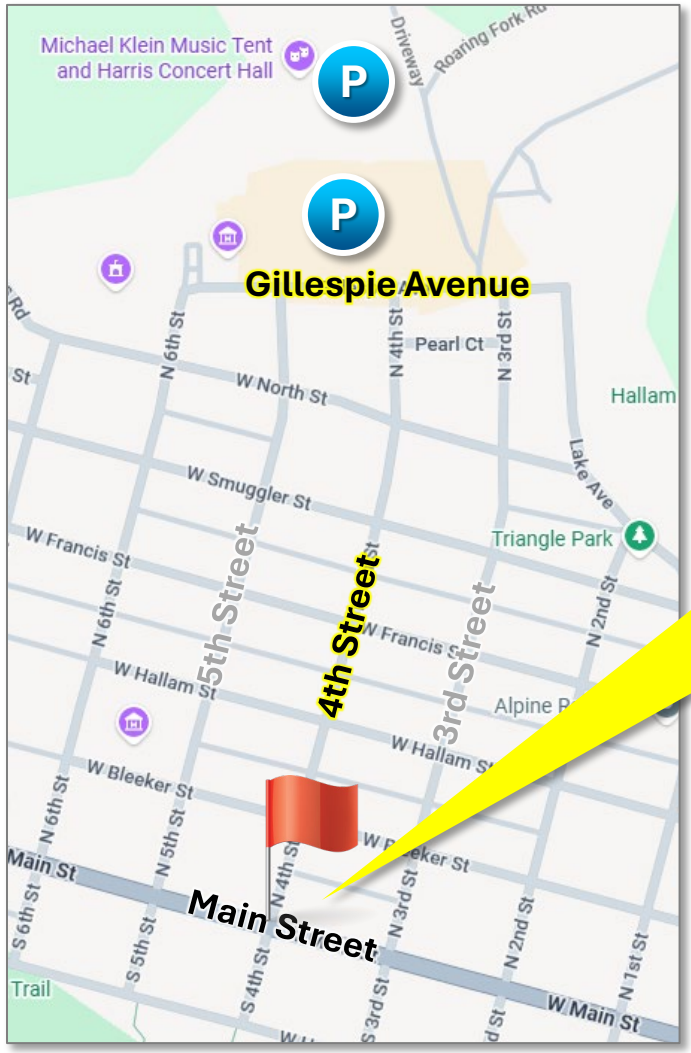
Intersection of 4th Street and Main Street





- Flashing Crosswalks servicing Inbound and Outbound Bus Stops.
- 4th St. is **Extremely Narrow** and Has **Significant Pedestrian/ Biking Use** from Main St. to the Parking Lot on Gillespie St.

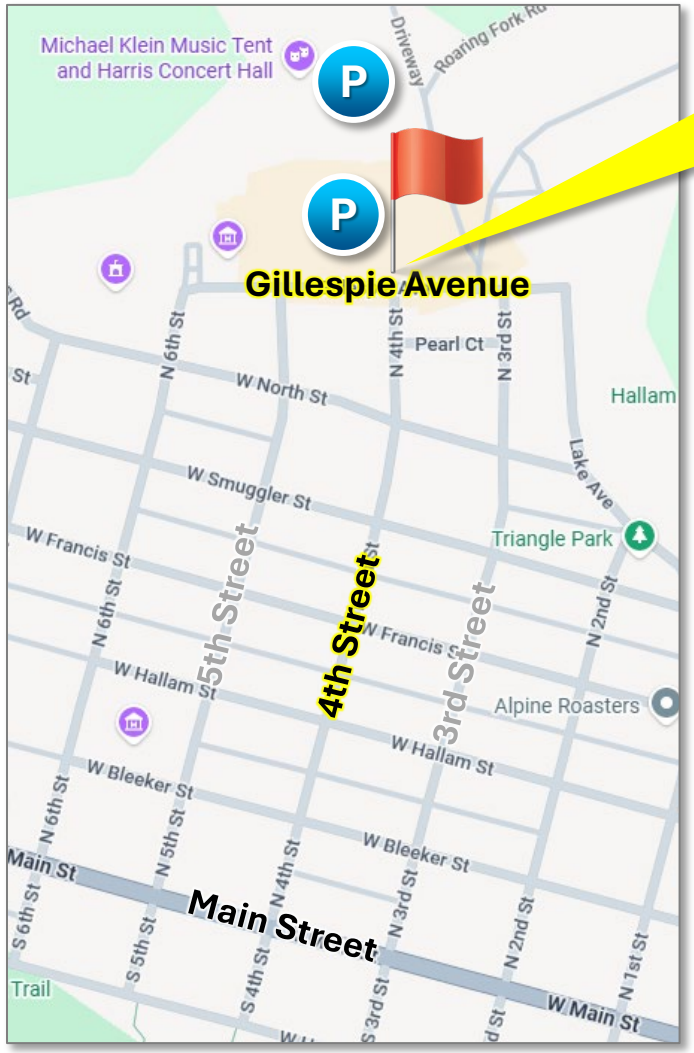
Intersection of 4th Street and Main Street

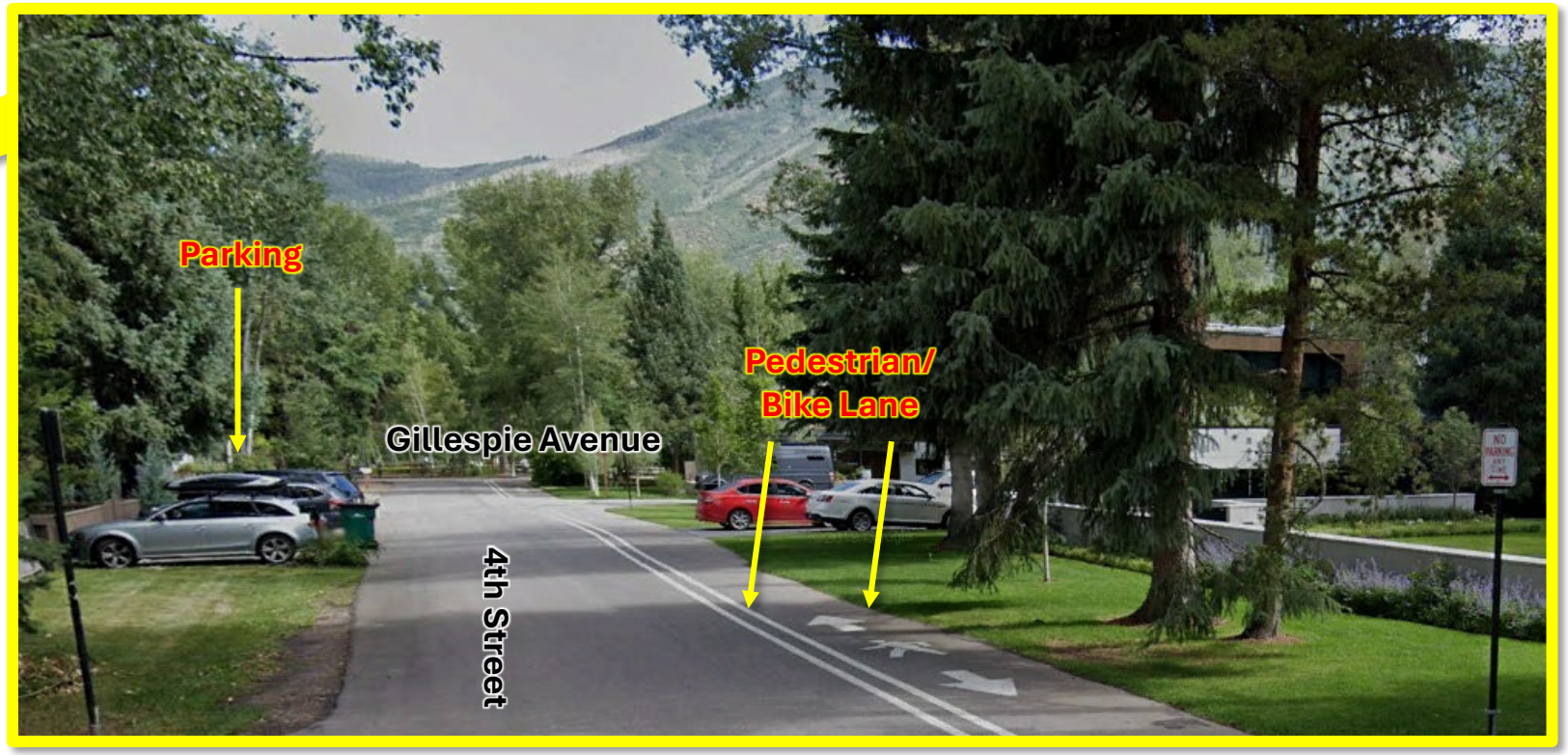




- Flashing Crosswalks servicing Inbound and Outbound Bus Stops.
- 4th St. is **Extremely Narrow** and Has **Significant Pedestrian/ Biking Use** from Main St. to the Parking Lot on Gillespie St.

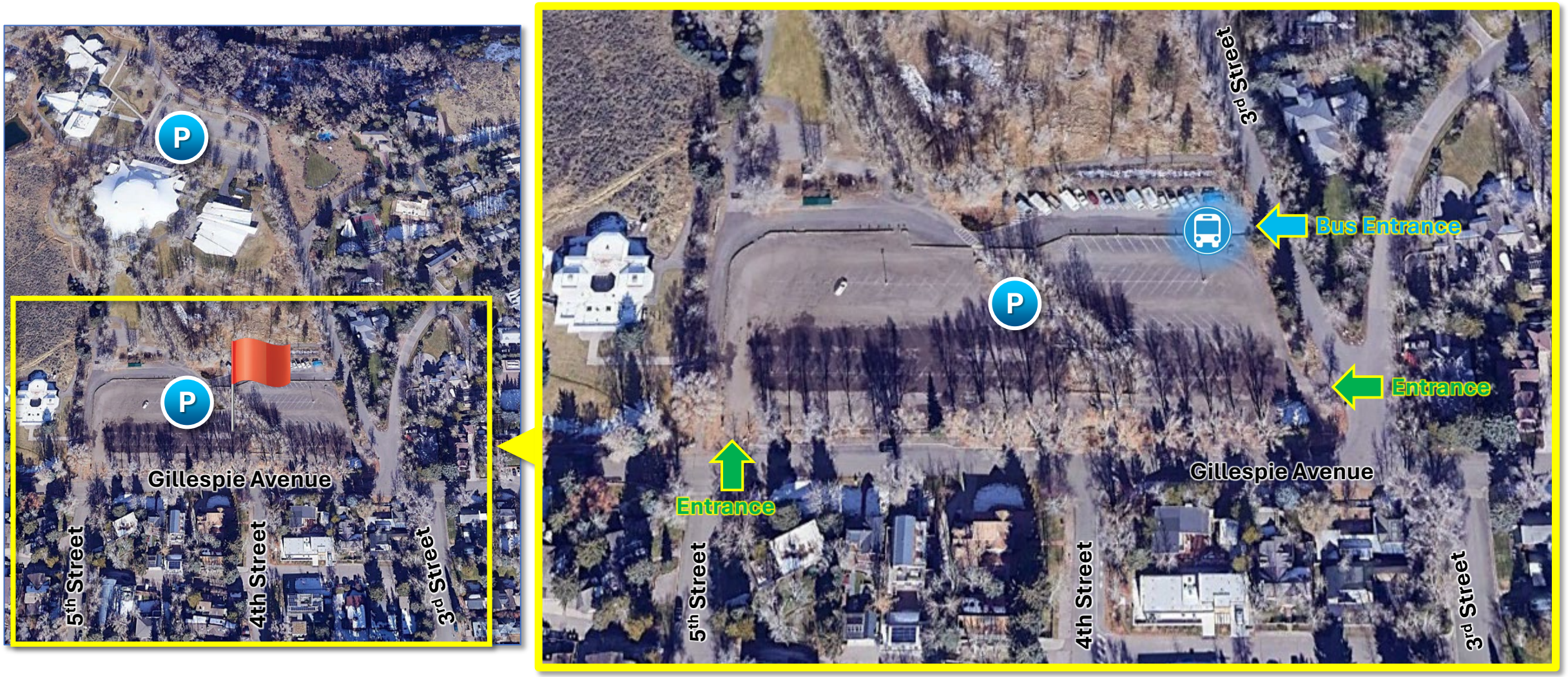
Intersection of 4th Street and Gillespie Avenue



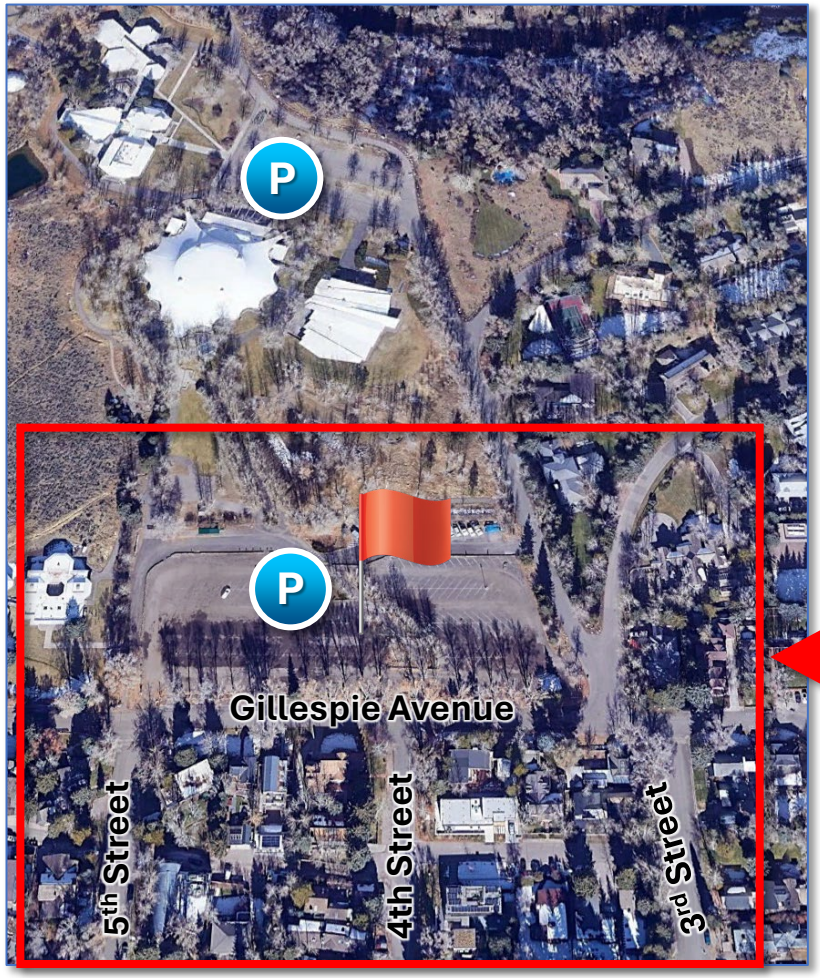


- 4th St. is **extremely narrow** with the Pedestrian/Bike Lane.
- The proposed entrance will move the traffic to 4th St. and create a **dangerous environment** for pedestrians, bikers and the neighborhood.

Current Parking Lot on Gillespie Avenue

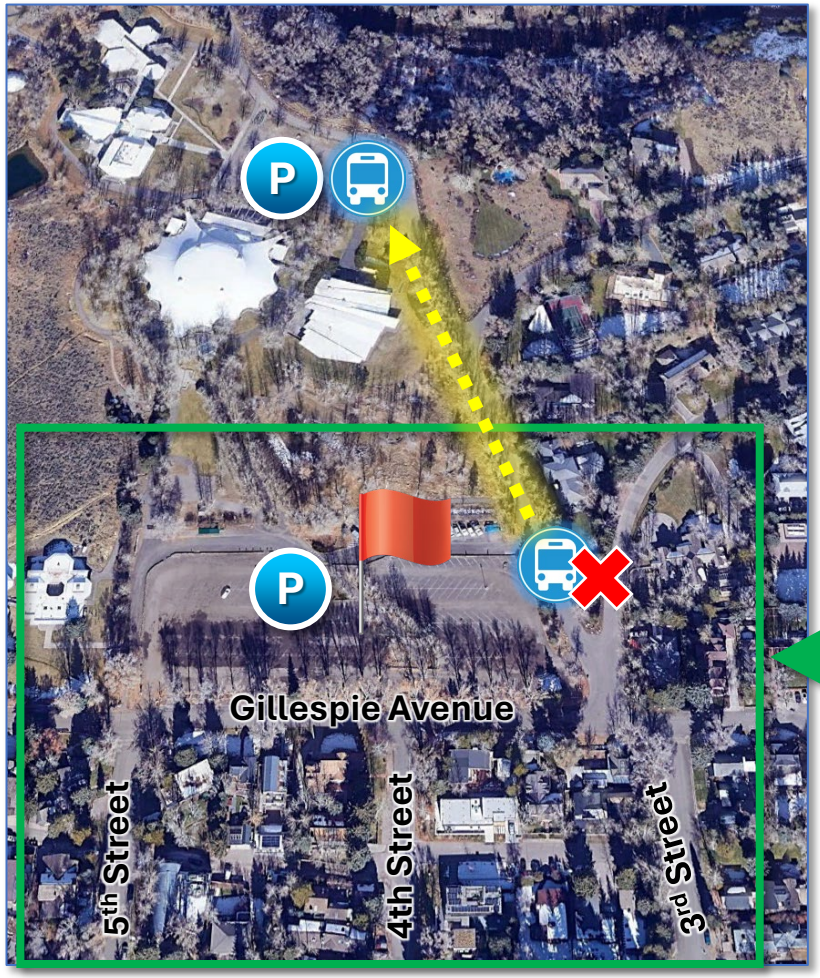


Aspen Meadows Land Use Plan





Proposed Changes: No 4th Street Entrance, Add Foliage and Move Bus Stop to Nearby Theater Lot





4th Street is Extremely Narrow and Is Utilized Heavily by Pedestrians



Jeffrey Barnhill

From: Ryan Dougherty <ryan@fsaspenlaw.com>
Sent: Tuesday, February 24, 2026 9:19 AM
To: Nicole Henning; Jeffrey Barnhill
Cc: Kate Johnson; Tracy Terry; Matthew Ferguson
Subject: 4th Street Pedestrian Preservation Coalition - Objection to Proposed Relocation of AMFS Parking Lot Entrance to N. 4th Street.
Attachments: 4th Street - Council Letter 4914-8361-6912 v.1.pdf; Exhibit 1 - 4th Street Demonstratives.pdf

Ms. Henning and Mr. Barnhill,

Please find my attached supplemental letter detailing the 4th Street Pedestrian Preservation Coalition's opposition and objections to the Aspen Music Festival and School's proposed relocation of its parking lot entrance from N. 3rd Street to N. 4th Street. The 4th Street Pedestrian Preservation is a nonprofit organization comprised of property owners on N. 4th Street. Based on our review of the Application and the City of Aspen Municipal Code, City Council should deny the application this evening (or whenever the vote occurs) for failure to meet code standards and/or compel the applicants to seek different alternatives.

The second reading is this evening. Please include this letter in the application file. We would also appriciate it if you circulated this letter to the Mayor and City Council members before the meeting this afternoon.

Please let me know if you would like to discuss.

Thank you,

Ryan Dougherty

FERGUSON SCHINDLER LAW FIRM

RYAN J. DOUGHERTY
ryan@fsaspenlaw.com
119 S. Spring St., Suite 201 | Aspen, CO 81611
(970) 925-6288 | fsaspenlaw.com

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Jeffrey Barnhill

From: Cory Garske
Sent: Tuesday, February 24, 2026 9:51 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Center for Physics Housing

From: Elvis, Martin <melvis@cfa.harvard.edu>
Sent: Tuesday, February 24, 2026 9:50 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Center for Physics Housing

I am writing in strong support for the Aspen Center for Physics proposal to build deed-restricted housing on the ACP campus.
As a long-time attendee of ACP I believe that the Physics Center provides a unique forum for the discussion of forefront science topics. ACP attendees contribute to the culture of Aspen through multiple
Alas, the increasing cost of housing in Aspen has become an existential issue for ACP.
Without the approval of the proposal to build deed-restricted housing ACP faces a bleak future.
I urge you to pass this proposal.
Thank you,
Martin Elvis

~~~~~~

Martin Elvis, PhD.
Senior Astrophysicist
Center for Astrophysics | Harvard & Smithsonian
[he/him/his]
Office: (617) 495 7442 | email: melvis@cfa.harvard.edu
60 Garden Street | MS 6 | Cambridge, MA 02138

CENTER FOR
ASTROPHYSICS
HARVARD & SMITHSONIAN

cfa.harvard.edu | Facebook | Twitter | YouTube | Newsletter

Please note, if my email reaches you outside of business hours,
this is a function of my own work schedule and I do not expect an answer outside of your usual work hours
~~~~~~

Jeffrey Barnhill

From: Mike Sear
Sent: Thursday, February 19, 2026 2:00 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: APCHA governed deed-restricted housing project for the ACP

From: Fabbiano, Giuseppina <gfabbiano@cfa.harvard.edu>
Sent: Thursday, February 19, 2026 1:51 PM
To: Public Comment <PublicComment@aspen.gov>
Cc: Aspen Center for Physics <acp@aspenphys.org>
Subject: APCHA governed deed-restricted housing project for the ACP

Dear Aspen City Council,

It is critical and urgent that the Aspen City Council approve this APCHA governed deed-restricted housing project for the Aspen Center for Physics as discovery and curiosity are at the heart of the Aspen Idea and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen.

As a long-term science board member and past trustee of the Aspen Center for Physics, I can attest to the importance of the ACP for fostering new ideas and collaborations and encouraging and supporting young physicist. This ACP 'chemistry' requires frequent interaction and informal discussions. While the ACP provides on campus office space, 'after hours' interactions are also crucial to foster new friendships that can blossom in scientific collaborations. This was easy in the past, since all the physicists were hosted in apartments within the town of Aspen. The current Aspen housing situation, which has required hosting physicists in Snowmass, poses a burden on informal interactions, both because of the longer commuting time and because of the need to catch a shuttle that makes more difficult unplanned informal 'after hours' interactions.

I urge Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

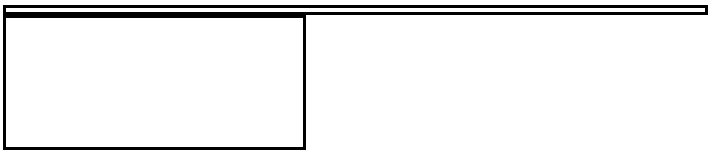
Respectfully,

Pepi Fabbiano

--

Giuseppina Fabbiano
Senior Astrophysicist
(HEA/SAO)
Center for Astrophysics | Harvard & Smithsonian

Office: (617) 495 7203
60 Garden Street | MS 6 | Cambridge, MA 02138



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HARVARD UNIVERSITY
DEPARTMENT OF MATHEMATICS

Department of Mathematics
One Oxford Street
Cambridge, MA 02138
Email: dafr@math.harvard.edu

Science Center 325
Tel: (617) 495-2171
Fax: (617) 495-5132
Url: www.math.harvard.edu

February 17, 2026

Dear Aspen City Council,

My experience of Aspen began as a kid skiing in the early days of Snowmass, continued with a summer spent as a Music student, and since the mid-1980s I have been a frequent participant and organizer at the Aspen Center for Physics. Aspen is where I've been part of breakthroughs.

What is a mathematician doing at a Physics center? Well, Mathematics connects profoundly with Physics, and at ACP physicists regularly interact not only with mathematicians, but also with astronomers, computer scientists, biologists, chemists, and many more. ACP's combination of beautiful open space and abundant open time enables these deep interactions across fields. Long discussions in the Circle of Serenity, on hiking trails, on long walks, and on the slopes bring new perspectives and catalyze advances. Aspen's unique space and time inspires progress.

Why is Aspen different from all other mountain towns? You know the answer better than I: the original Aspen Idea. This led to the three Meadows institutions and to many other significant nonprofits in town. Interaction among people of diverse backgrounds and expertise is at the heart not only of ACP—as borne out by my experience—but also of the Institute (think Ideas Festival) and Music (think Saturday chamber music concerts with wonderfully unusual mixes of musicians). And so much more! Aspen would not be Aspen if some of this diminished. These three institutions are the core of Aspen's cultural and scientific richness that no other mountain town can match.

To me, the Big Question before Council is: *Can the original Aspen Idea flourish in today's Aspen?* The housing challenge Aspen faces has many facets. For ACP it is not the housing of the skeletal staff that is problematic; rather, the core challenge is housing for visiting scientists. The traditional model of rentals in Aspen simply does not work anymore, and current housing options are too expensive: at the conference I co-organized last week, half of accepted scientists did not attend because of the high cost. Building housing on campus is a last resort, the only feasible solution in a challenging environment. The proposal before you is not to everyone's liking, but it has been carefully crafted to be optimized along all axes: architectural design, environmental impact, impact on neighbors, traffic impact, etc. Its approval is essential for the continued existence of ACP.

Sincerely,

Daniel S. Freed
Shiing-Shen Chern Professor of Mathematics
Director, Harvard Center of Mathematical Sciences and Applications (CMSA)

Jeffrey Barnhill

From: Cory Garske
Sent: Tuesday, February 17, 2026 12:59 PM
To: Jeffrey Barnhill
Subject: FW: letter of support for Housing the Aspen Idea
Attachments: LetterToCouncil.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Dan Freed <dafr@math.harvard.edu>
Sent: Tuesday, February 17, 2026 12:56 PM
To: City Council <council@aspen.gov>; Public Comment <publiccomment@aspen.gov>
Subject: letter of support for Housing the Aspen Idea

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:17 PM
To: Jeffrey Barnhill
Subject: Fw: Support for ACP Housing Project

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 12:40:46 PM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Support for ACP Housing Project

BEN- I asked Cory to send to Jeffery barnhill on all his forwARDS IN THE FUTURE.

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Cory Garske <cory.garske@aspen.gov>
Sent: Tuesday, February 17, 2026 12:27 PM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>
Subject: FW: Support for ACP Housing Project

From: Katherine Freese <ktfreese@utexas.edu>
Sent: Tuesday, February 17, 2026 12:24 PM
To: Public Comment <PublicComment@aspen.gov>
Cc: ACP Aspen Center for Physics <acp@aspenphys.org>
Subject: Support for ACP Housing Project

It is critical and urgent that the Aspen City Council approve this APCHA governed deed-restricted housing project for the Aspen Center for Physics. Housing for scientists will keep the Aspen Idea alive by fostering ingenuity and creativity, reducing commutes, and contributing to the cultural richness that defines Aspen.

I am a theoretical physicist (specifically, working in cosmology and astroparticle physics) who has been attending the Aspen Center for Physics both for summer and winter workshops since 1982. The Center has had a major impact on my career. I have found new ideas and new collaborators, many of whom I still work with. The networking and time to think creatively are hugely important to the research we as physicists can do. Not only have I met other physicists, but also many members of the local Aspen community who are such interesting people and with whom I have had exciting conversations. The ever increasing cost of housing could kill this opportunity, which would be terribly sad.

I therefore urge Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

Yours,
Katherine Freese

--

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MEMORANDUM

To:	City of Aspen
From:	Design Workshop
Date:	February 6, 2026
Project Name:	Aspen Meadows Campus Housing Master Plan
Project #:	7056
Subject:	City Council Responses

Dear Mr. Jeff Barnhill and Members of City Council,

As a follow up to the Aspen Meadows Housing first reading on January 27, 2026, we want to provide some additional information related to the housing projects at the Aspen Institute, Aspen Music Festival and School, and the Aspen Center for Physics. We appreciated the opportunity to hear Council's initial questions in that meeting and look forward to sharing more about the project at second reading on February 24, 2026. This memorandum provides a follow up to the topics and questions raised.

At its core, this project is focused on supporting and sustaining the Aspen Idea now and into the future. These local non-profits provide cultural, musical, scientific, and intellectual benefit to our community and beyond. Without housing for employees, interns, faculty, and participants, these organizations will struggle to continue to have a place here. They are the legacy of the Aspen Idea, and without them we run the risk of losing some of the things that make Aspen special and leaders in the world.

Each property is part of the Academic Zone District, which states "The purpose of the Academic (A) Zone District is to establish lands for education and cultural activities with attendant research, housing and administrative facilities." The zone district contemplates the broad uses that currently occur at the Aspen Meadows, as well as housing uses. The Aspen Area Community Plan's (AACP's) first topical chapter is called Sustaining the Aspen Idea, illustrating the importance of the Aspen Idea in our community. The policies and action items "calls for exploring methods to address the further loss of quasi-public institutions." (AACP, pg 15) This project not only furthers the ideas in the AACP, but also the stated purpose of the Academic zone district. It is also a critical piece of solving the larger problem of lack of housing in the valley. Housing constructed on these properties will increase the overall housing inventory, alleviating the pressures on the limited rental stock that the organizations currently use for other local working residents and non-profit participants.

Affordable Housing Framework

Council members asked a number of questions about the nature of the proposed affordable housing units, including how the units would be used and how the required deed restrictions would work. Each partner has similar, but specific needs related to housing. Therefore, the applicant team has been in close coordination with the Planning and APCHA staff to ensure clarity in the proposal and the eventual deed restrictions for each project. As is typical for all affordable housing projects, all three properties would have an APCHA deed restriction, signed by the owners and APCHA, and running with the land. The framework

for each of these is summarized below and is based on the coordinated efforts of APCHA, Planning, and the applicant.

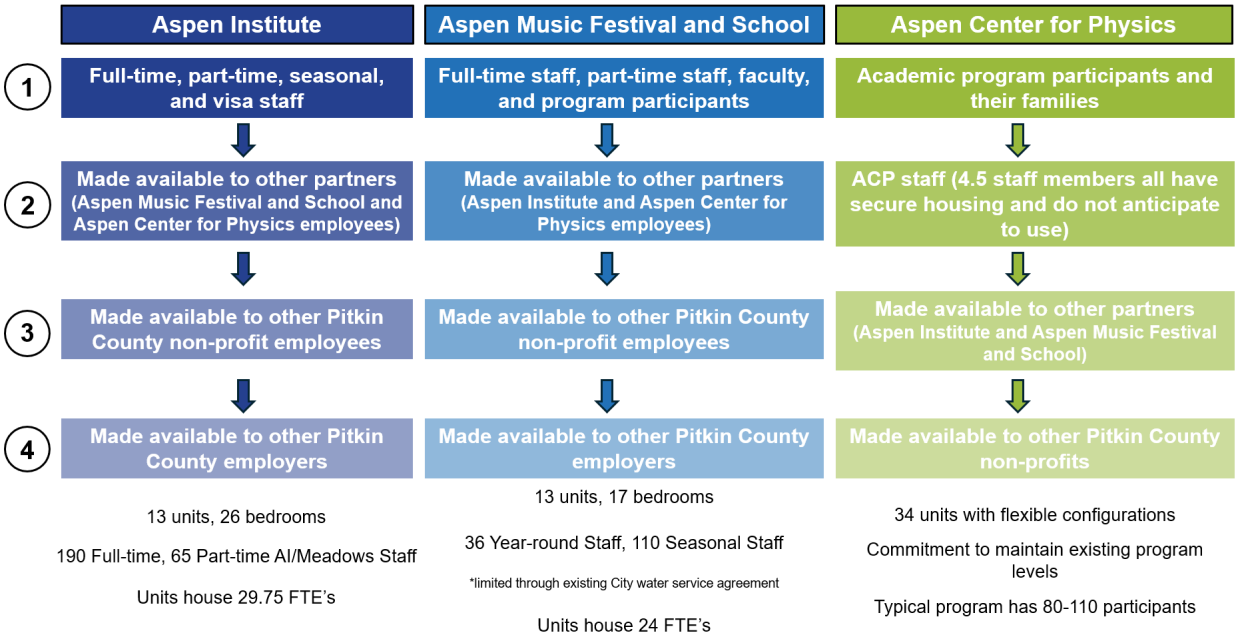
Proposed Deed Restriction Requirements

- Each property will have a deed restriction, signed by APCHA and recorded against the property.
- Each deed restriction will include typical limitations for occupancy and the mechanics of leases, such as:
    - No tenant may own property in the APCHA exclusion zone.
    - All tenancies of 6 months or more require qualification by APCHA. All tenancies for shorter periods require the owners (each partner) to qualify the tenants, as is typical of other projects with APCHA deed restrictions.
    - Units are deed restricted to ensure rental rates at Category or RO levels. As is typical with other employer-owned projects, including the City of Aspen's own inventory, the category for each unit is proposed to be flexible to enable a unit to be rented at that tenant's applicable category. Each deed restriction would include standard language stating that at no time can a unit be rented for more than the RO rate as identified in the APCHA Guidelines.
    - Specific inclusions and exclusions for items that can be included in a rental rate are also identified, which will mirror the language included by APCHA as a condition of approval in the ordinance. For instance, utilities may be charged to a tenant, but property taxes and landscaping costs cannot. This is standard in APCHA deed restrictions.
    - A copy of leases are required to be provided to APCHA, as is typical for all APCHA deed restrictions.
- Each deed restriction will specify the priority for use of the units, as is typical for all employer-owned units. These priorities are further described below in the section titled **Proposed Tenants.**

Proposed Tenants

The Ordinance and the proposed deed restrictions identify a specific prioritization for the occupancy of the units. This is intended to ensure that the units house those it is being built for – the program staff, employees, and participants. Each organization has a specific priority, which has been reviewed in detail with APCHA to ensure the units meet the requirements of the APCHA program. APCHA staff has stated they support the proposed priority and associated deed restrictions.

Proposed Housing Tenants



Affordable Housing vs Short-Term Occupancy

Council members asked specific questions about the occupancy of the units and their use. The following bullets provide additional detail on the occupancy of the units for each organization. There have been public comments made stating that these units are short-term rentals or hotels – they are not. They are all proposed to be deed restricted to meet the intent of the Academic zone district.

Aspen Institute

- All units are intended to provide housing for employees. The Aspen Institute has a variety of workers, including full-time, part-time, interns, and visa staff. Many of these workers currently commute from down valley, and as far as New Castle.
- Lease terms of 3-months to one year (or more) are included in the deed restriction and require the tenants to qualify for the unit, as is typical of other projects with APCHA deed restrictions.
- Less than 50% of the FTEs housed by the units are requested to be eligible for Housing Credits. This is further described below in the section titled **Affordable Housing Credits.**
- Short-term rentals (rental of units as lodging on the free-market, as defined in the Land Use Code) are prohibited in the deed restriction.

Aspen Music Festival and School

- All units are intended to provide housing for employees, program faculty, and program participants. The Aspen Music Festival and School has a variety of workers, including full-time, part-time, and seasonal. Many of these workers currently commute from down valley, and as far as Palisade.
- Only those units that are used by employees are requested to be eligible for Housing Credits. This is further described below in the section titled **Affordable Housing Credits.**

- Lease terms of 3-months to one year (or more) are included in the deed restriction and require the tenants to qualify for that unit, as is typical of other projects with APCHA deed restrictions.
- Short-term rentals (rental of units as lodging on the free-market, as defined in the Land Use Code) are prohibited in the deed restriction.

Aspen Center for Physics

- All units are intended to provide housing for program participants, as identified in the purpose statement of the Academic Zone District. Programming currently takes place on the campus for 35 weeks of the year. During those times, the units would be used for those academic participants. For the remaining 16 weeks of the year, the units would be made available as described in the cart above in the section titled **Proposed Tenants**.
- Lease terms are based on the Center's program participation. This means, one unit might be rented by a physicist for 2 weeks and then again for 4 weeks. Table 1 below illustrates the time period of use by the Center and when the units could be used by others. Weeks in blue and orange are when programming currently occurs on campus, with grey representing when there is a typical break in that programming. This shows that there is likely a vacancy no more than 1 – 3 weeks at a time (7 – 21 days), which is *less* than the typical 45 days APCHA deed restrictions allow for properties to be vacant.

Table 1: ACP Typical Programming by Month and Week

	Week 1	Week 2	Week 3	Week 4	Week 5
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

	No Programming (approx. 16 weeks)
	Off Season Programming (approx. 11 weeks)
	Regular Season Programming (approx. 24 weeks)

- No Housing Credits are requested.
- Short-term rentals (rental of units as lodging on the free-market, as defined in the Land Use Code) are prohibited in the deed restriction.

Addressing Broader Housing Needs
There was a specific Council question asking how the project will advance Aspen's goal of increasing housing for permanent local workers. The answer is that each proposal does so.

There is very little land remaining in Aspen for projects of this nature. The Aspen Meadows partners are proposing this project on land that they already own to address critical housing needs for their organizations, rather than placing the burden on the city, APCHA, or other property owners to house their workers and participants.

Each will create new inventory for workers and participants to rent. This removes cars from the road for those currently commuting in for work or for program participation. It also alleviates pressure on existing rental stock that currently are being rented to each organization for their workers and program participants, enabling those units to be rented to other local working residents.

Other Deed Restrictions – Burlingame Seasonal and Marolt
Council asked specifically about the deed restrictions at Burlingame Seasonal Housing and at the Marolt Seasonal Housing. These projects provide seasonal housing through an existing and long-standing agreement with organizations like the Aspen Music Festival and School that requires the organization to provide rental rates at or below APCHA rates. These deed restrictions allow staff, faculty, and participants of the Aspen Music Festival and School to rent the units. The Master Lease for Burlingame expires in 2035 and the Master Lease for Marolt expires in 2029 with one 5-year extension allowed at AMFS's written request.

Affordable Housing Credits

Council members asked for clarification about the requested Housing Credits. It is important to note that the *Aspen Institute and Aspen Music Festival and School are requesting only a portion of their units* be eligible for housing credits. The *Aspen Center for Physics is not requesting* any housing credits.

The Aspen Institute and Aspen Music Festival and School understand the requirements of the Housing Credit Program, and the proposed Ordinance from staff reflects the significant limitations to receiving these credits. For each of these entities, the following requirements and limitations are understood and in the proposed Ordinance:

- Only those units that are deed restricted based on the categories identified in the Land Use Code (Sec. 26.540) may be used to establish Housing Credits. This means that at this time only units that are deed restricted at a Category Level of 1 – 4 are eligible. Should Council change the code in the future to allow credits for RO units, only then would units deed restricted at an RO level be able to receive credits.
- Only those units that are not built to satisfy a housing mitigation requirement are eligible. This is an important item, particularly related to the Aspen Institute units. The Aspen Institute has an existing employee audit requirement from earlier approvals for the renovation of the Boettcher Building and Walter Isaacson Center. Should that audit show that more FTEs were generated than included in those earlier approvals, these new housing units would be used to provide that required mitigation. Therefore, those units would not be eligible for Housing Credits.

As identified in the application, the Aspen Institute project would provide housing for 29.25 FTEs. They are requesting that 14.75 of the FTEs housed in the units be eligible for Housing Credits. For the Aspen Music Festival and School, the three-bedroom unit is intended to be used for the CEO and the unit is not included in the request for Housing Credits.

Neighborhood Compatibility and Operations

There were some questions from Council members related to the operational characteristics of the units. As is true for all APCHA units, including employer-owned units, tenants are responsible for cleaning after themselves, a plumber would be called when there is a plumbing issue, and the owner is responsible for ensuring compliance with the approval and deed restriction. While the partners recognize that this project is a change to the neighborhood, as we have outlined in the application and responses to the relevant criteria, the proposed use and scale of development is consistent with the purpose of the Academic zone district, the overall scale of the neighborhood, and the residential and academic uses that have existed for over 50 years.

From a practical perspective, each organization is already managing many rental properties throughout the city and broader valley for workers and participants. This is done with existing staff members employed by the organizations, and special contractors are called when needed, such as to fix a broken window or a plumbing issue. These operational characteristics would continue with this project.

Vested Rights and Constriction Considerations

Council members asked for additional information related to the request for Vested Rights, including how longer vested rights could influence construction timelines.

Each organization requests 10-years of Vested Rights for the project. State statues grants 3-years of vested rights to all site specific development plans, and allows extensions beyond that time. The city has made a policy decision to limit total amount of Vested Rights an applicant can request to 10 years.

Ten years of vested rights will allow each organization the time necessary to plan for smooth construction and to raise funds needed to complete the projects. The applicant proposes additional vested rights to ensure more time is available to plan for the least impactful build. A thoughtful course of action for construction means and methods should not be rushed and taking additional time to plan will ensure fewer construction-related impacts to the neighborhood – as the saying goes “take time to make time.”

The Aspen Music Festival and School have already successfully demonstrated the method of long planning and quick construction – The Klein Music Tent was built in 9-months. On the Castle Creek campus, AMFS built more than 80,000 sq ft in two 9-month windows. It is in each of the organization’s best interest to complete construction as quickly as possible to reduce costs, impacts of programming, and provide the needed housing. However, there will be extensive coordination required for each project and forcing the organizations to rush into construction will not result in a better project or reduce the impacts to the neighbors. In fact, it could have the opposite effect.

While a specific timeline for construction is not known without an approval, the goal of each organization is to limit construction timeframes to reduce impacts to the neighborhood, as well as to their own programming. Each organization is exploring different construction methods in an effort to find a balance between the cost of construction and the duration of construction. Without an approved project, they are not

able to finalize decisions about the means and methods of construction, but the extended vested rights time period will enable each organization to thoughtfully plan the approach to construction management.

The city has robust requirements for Construction Management, which is actively enforced by the Engineering Department. Each organization is committed to meeting all the city's requirements related to Construction Management. Potential tools that are under consideration include:

- Modular construction methods
- Required carpooling for construction workers to limit impacts on city streets
- Shared parking agreements for construction parking between the three organizations
- Protected bike and pedestrian pathways during construction
- On-site construction manager to monitor compliance with the Construction Management Plan
- On-site project boards to provide neighbors with information about construction phases and activity
- Limiting construction hours during major on-campus events, such as Aspen ideas Festival, Music programing, and Physics lectures.
- Complying with all city requirements related to dust suppression, noise mitigation, waste management, signage, and traffic flows.

Each organization anticipates needing to fundraise to complete the project. There was a comment at first reading about the organizations having endowments that could be used for the project. While there are endowments, these often have restricted uses, are used for existing programming and financial aid for program participants, and, are not available for capital projects. Instead, additional fundraising for these capital project is needed, which will take time. Ensuring time to properly fundraise for the development is another key reason for the requested vested rights. Fundraising will require a new strategy and the cultivating of prospective donors, as housing is much different from the mission of these organizations.

Parking Supply, Traffic, Enforcement, and Transportation and Mobility Commitments

There were a number of questions from Council about parking and traffic considerations. Some of these were identified for the overall campus and projects as a whole, and some were project specific.

Overall Transportation Analysis

The project is required to provide a Level 1 Transportation Impact Analysis (TIA), which was included in the application. This uses Aspen-specific transportation analysis methods and requirements. Each organization is providing more transportation mitigation measures than the code requires, as discussed in the application. These will be part of the specific approvals and are subject to monitoring by the City to ensure compliance. Specific measures include:

- Aspen Institute: Additional trail connection across the racetrack to the Meadows Tral along Meadows Road, new striping and/or speed hump at road crossing, proposed expansion of We Cycle station.
- Aspen Music Festival and School: Bus access loop and circulation improvements, expanded bike parking, new space for shuttle drop offs, proposed expansion of WE-cycle station at Music Tent, dedicated pedestrian access easement to Music Tent.

- Aspen Center for Physics: Alternative transportation options (bike fleet of 150, including electric cargo bikes, car share, shuttle options, WE-cycle support); potential to support larger We Cycle improvements at 8th street if desired by We Cycle and the City, new trail connection from Music Tent to Racetrack.

The application went beyond the Level 1 requirements by hiring Jacobs Engineering to complete a more robust analysis of the anticipated transportation impacts of the project. As identified in their analysis, the proposed on-site housing projects will:

- Reduce Aspen Institute peak-hour trips by 51%
- Reduce Aspen Music Festival and School peak-hour trips by 54%
- Reduce Aspen Center for Physics peak-hour trips by 66%

These trip reductions represent a significant benefit to the neighborhood and community, and are a direct result of staff and participants living in town and not needing to commute in from down valley locations.

In addition, based on the comments from P&Z, the partners asked Jacobs Engineering to review potential transportation and neighborhood impacts related to the relocation of access to the Aspen Music Festival and School parcel from 3rd Street to the intersection of Gillespie and 4th Street. This analysis is included as **Attachment 1** to this memo. Jacobs concludes that the proposed access point change will not have a demonstrable impact on the traffic patterns or safety in the neighborhood. This analysis is based on City of Aspen crash data, a 2024 additional parking analysis completed by Fehr & Peers on behalf of the organizations in preparation of the application, and the Streetlight data model.

As further identified in the Fehr & Peers parking analysis (**See Attachment 1**), most of the neighborhood parking and transportation impacts are related to activities not included in this proposed project t – rush hour traffic, lack of enforcement for existing no-parking zones, and construction related parking from existing West End residential projects. They completed parking counts at the on-site parking lots, as well as the neighborhood streets on two high-attendance event days at the Music Festival – Friday August 16, 2024 and Sunday August 4, 2024. *At no point during data collection was the Aspen Institute garage nor neighborhood streets south of the Aspen Music Festival grounds at full capacity*. However, the Music Lot reached 100% capacity once at 4PM on August 4th and approached 100% again at 6PM on August 16th, the times of the concert.

Parking for Aspen Center for Physics

The project generates a requirement of 34 parking units. The code allows a mix of methods to mitigate these, including parking spaces, transportation improvements, and fee-in-lieu. The P&Z Resolution recommended approval of the proposed parking and transportation mitigation measures for the Aspen Center for Physics, finding that the proposed 17 parking units as calculated based on the code met the requirements, and that the additional measures proposed above and beyond those methods adequately addressed the remaining 17 parking units required.

Rather than providing additional parking that would impact additional trees on the site, or paying a fee-in-lieu for parking that would go to a general city parking fund and not likely used in the neighborhood, ACP requests the City accept the proposed alternative parking mitigation methods. These methods were discussed with P&Z and they agreed with the request and included it in their recommendation to Council. This includes the use of parking space, infrastructure improvements, and transportation programs to mitigate both trip and parking demand and impacts, as described in **Table 2** below.

Table 2: ACP Proposed Parking and Transportation Strategies		
Category	**Measure**	**Details**
Proposed 17 Parking Units	New Parking Spaces	Six (6) spaces along North Street
	New shared Electric Vehicles	Two (2) EVs will be available for tenants to run short errands
	New Mobility Measures	Nine (9) total, based on TIA overage
Additional Parking Units for P&Z Consideration	New Electric Bikes	Ten (10) e-bikes with grocery baskets for local trips
	Large Bike Fleet for Visiting Physicists	150 traditional bikes available to use and reserve
	Pedestrian Improvements	Trail dedication on north side (connecting racetrack trail to music tent) and improved paths along North & 6th Streets
	Tenant Limitations	Strict limitation on the number of physicists using personal cars. An enforced ban on physicist parking on neighborhood streets
	Existing Lot Limitations	Current 20-space lot (with enforced permit system); preference for carpoolers. Parking permits not allowed to exceed parking lot capacity
	Updated Program Materials	ACP limits on-campus car use for participants in off-site housing; new program info will include maps and details of ACP's Alternative Mobility & Transportation Plan
	Updated Signage and Enforcement	New signage and enforcement for existing parking lot and six (6) new housing parking spaces
	New Monitoring and Reporting	Commitment to seven (7) years of program monitoring to ensure that parking permits never exceed lot capacity and that physicists never park on neighborhood streets
	Program Limitations	ACP commits to maintain Summer and Winter scientist visits at current levels, limited by the available office space and auditorium size, neither of which will change under this proposal

The key aspects of the parking management program would include:

1. Enforced weekly permit parking system to match the number of parking spaces.
2. Number of permits available to those staying on-campus (and not on North St) will be a small fraction of the 20 existing spaces and based on the season and different programming occurring in each week.
3. Physicists staying in non-North St campus housing (who are not granted one of the few permits) will have to agree in writing to not to bring a car or to park their car in a remote lot (not in the neighborhood). (See Attachment B for an example letter that would be shared with participants)
4. ACP will consider various mechanisms to actively enforce this policy (e.g., monitoring the parking area; potentially banning those who repeatedly park in the neighborhood from future ACP participation, etc.)

5. ACP could collect license plate numbers for all participants bringing a car and share that information with the City of Aspen to determine if enforcement is being broken specifically by ACP participants and their families.

On-Site Parking Changes
A Council member asked about the parking changes for each organization and for the project as a whole. **Table 3**, below identifies these changes, showing a net increase of 46 parking spaces.

Table 3: Parking Changes				
	Aspen Institute	Aspen Music Festival and School	Aspen Center for Physics	Total Spaces
Existing Parking Spaces	99	274	20	393
Proposed Parking Spaces	124	289	26	439
Net Increase	25	15	6	**46**

Street Parking Changes
Council members asked for additional information regarding changes to street parking. As currently proposed, the project would remove zero (0) spaces on Meadows Road, six (6) spaces on North Street and four (4) spaces on Gillespie. These removals are related to updated vehicular entry points to the sites that include large pedestrian bulb outs in order to promote walkability and increase pedestrian safety. *The team believes the originally proposed street parking and pedestrian infrastructure balances the needs for parking with pedestrian connectivity and safety, as well as limits tree removals and prefers the option as proposed.* However, the applicant team has analyzed an alternative for replacement street parking for AMFS and ACP, as requested by the P&Z and Council.

Alternatives for Gillespie Street Spaces
While there appears to be sufficient right of way for the addition of parallel spaces on N. 3rd Street, AMFS does not believe adding street parking here is appropriate. If added, an estimated 5 spaces could be accommodated here. The intersection at 3rd Street, Roaring Fork Drive, and Gillespie Avenue can be confusing, as three streets converge in one location. For this reason, the applicant team has not previously explored street parking in this location, and we believe additional spaces on 3rd Street would further complicate this intersection.

The Engineering Department provided referral comments regarding additional pedestrian infrastructure for the proposed entrance at 4th street, including bulb outs, painting of cross walks, and signage. The current design incorporates these design elements and identifies that signage will be finalized as part of the Detail Review or building permit review. For this reason, providing additional spaces on Gillespie Avenue by reducing this pedestrian infrastructure is not desired or proposed by AMFS.

Alternatives for North Street Spaces
To fully replace street parking that is proposed for removal on North Street, the street designs for both North Street and 6th Street would need to be updated. One option for North Street is rather than having generous bulb outs at each driveway, these can be removed to add additional pavement that can accommodate parked cars. The overall paved area can be expanded and street spaced painted in

order to ensure the most efficient parking patterns for parallel parking on North Street. This yields an additional 3 parking spaces on North Street for a total of 9 street spaces, and the removal of approximately 5 additional trees.

An alternative option for North Street is to have head-in parking. This would yield a total of up to 22 spaces and would require the removal of an additional 16 trees. This head-in parking configuration would be inconsistent with the general street parking patterns in the West End, and is an option ACP *does not* support as an appropriate alternative.

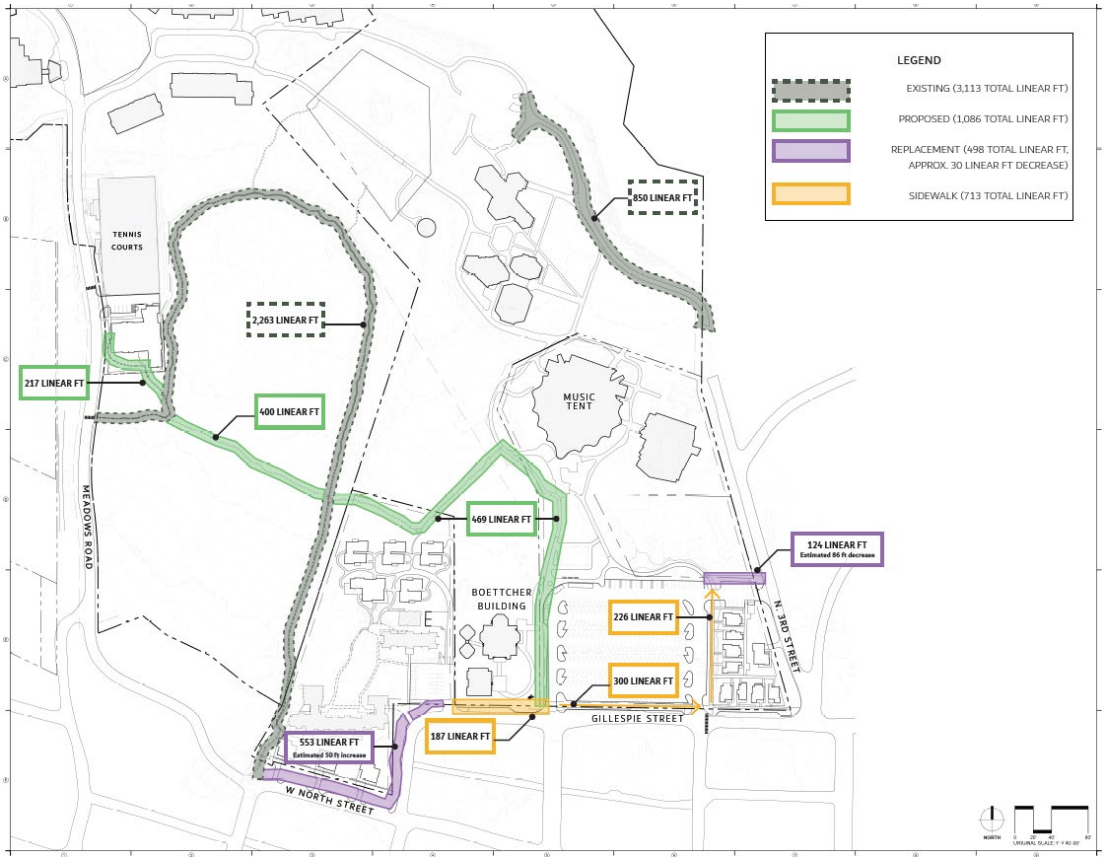
New pavement on 6th Street can create an additional 5 parking spaces. There is currently no street parking on this portion of 6th Street, and the addition in this location would require additional rerouting of the trail and removal of approximately 5 trees.

Public Easements and Trails

Finally, Council members asked for additional information regarding trail easements for the project overall, as well as more specific detail regarding the proposed trail alignments for Aspen Center for Physics.

Overall Trail Connections

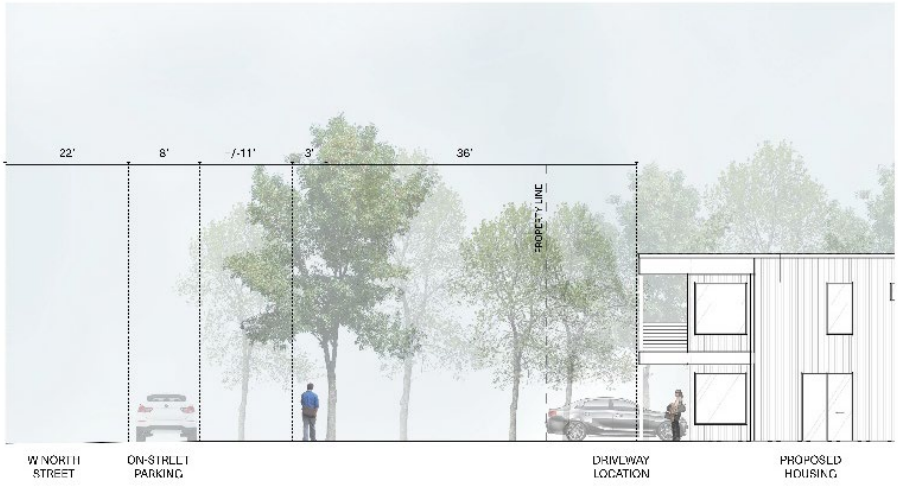
There are a number of trails with dedicated easements throughout the campus, as well as informal paths that do not have access easements. As part of the organizations' commitment to overall pedestrian connectivity throughout the campus. New pedestrian easements are proposed for these informal paths, increasing the overall linear feet of the trails and pedestrian paths dedicated for public use by approximately 1,000 linear feet. This is shown in the diagram below.



Aspen Center for Physics Trail Adjustments
Council members asked about the adjustment of the trail along North Street. The application proposed a realignment of the trail to preserve the overall experience, ensuring it is setback from the paved street and the housing units' front porches. It is important to note that pedestrians are *NOT* rerouted into the vehicular road – the trail is separated from the vehicular lanes and parallel parking spaces by a vegetated buffer. The new alignment also increases the linear feet of the trail by approximately 50 feet. As part of the proposal, the trail will be able to be maintained for year-round use, when today it is only usable in the summer due to winter snow.

The team has explored two options for the trail along North Street, and recommends Option 1, which uses right-of-way but provides a generous vegetated buffer of approximately 11 feet between the trail location and vehicular traffic and a 36-foot buffer between the trail and the proposed housing. An alternative Option 2 would locate the trail on the Aspen Center for Physics property but would cross the widest portions of the driveways and be located very close to (about 3-4 feet) the front porches. This option has an approximately 42-foot buffer between the vehicular right-of-way and the trail. These options are shown below.

Option 1: ACP Preferred Trail Location



Option 2: Trail Location Alternative



We thank you for the opportunity to share more about the project and look forward to the second reading meeting on February 24, 2026.

Sincerely,



Jessica Garrow, FAICP
Design Workshop

To: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>; Ben Anderson <ben.anderson@aspen.gov>; Daniel Folke <daniel.folke@aspen.gov>
Subject: RE: APCHA questions from City Council on Aspen Meadows from 1-27

I have answered the questions below as best as I can.

Cindy Christensen
Deputy Director of Housing, Operations & Property Management
Aspen/Pitkin County Housing Authority (APCHA)
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From: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>
Sent: Friday, February 6, 2026 7:09 PM
To: Cindy Christensen <cindy.christensen@aspen.gov>; Ben Anderson <ben.anderson@aspen.gov>; Daniel Folke <daniel.folke@aspen.gov>
Subject: APCHA questions from City Council on Aspen Meadows from 1-27

Hey Cindy,

City Council left the team with about 50 questions to be answered from 1st reading of Aspen Meadows on 1-27 to be answered by 2nd reading on 2-24. Can you please provide APCHA thoughts and input on the below questions so that I can prepare for the hearing on 2-24? Additionally, is there a chance you can plan on attending the hearing in case City Council has questions for APCHA?

1. Are there special zoning rules, deed restrictions, or policy precedents that apply to seasonal or institutional housing in areas such as Marolt Place and Burlingame (non-ranch)? The seasonal projects – Marolt and Burlingame Seasonal – are filled with qualified Pitkin County employees during the winter months. Both also will rent to Pitkin County employers to rent to their employees during the winter season. The summer months is used by the Music Associates for their students.
2. If a majority of occupants will stay for periods of 1–3 weeks, how does the APCHA and the City distinguish this housing from short-term rental use in practice? That is not a question for APCHA. That would be more of a question for the City as they have the short-term rental regulations.
3. How does this project advance Aspen's stated goal of increasing housing for permanent local workers rather than transient populations? This allows the employer to use this type of housing for what their needs are in order to function as a music venue, learning institute, etc.
4. If units don't meet APCHA standards, what happens if ownership changes in the future with those units? This could require some type of language in the documents that should the type of venue change hands, then these units would need to be readdressed. Again, I would refer to the City on this more than APCHA.

5. Why should this project be granted the right to affordable housing certificates? If they are supplying housing for actual employees, and as long as the units meeting minimum occupancy requirements and they are qualified through APCHA, I would think that this would be the normal process to allot these housing certificates. I believe that the Institute is not asking for these credits as this would be different than housing Pitkin County employees who work at least 30 hours per week.

Thanks for all of your help on this one, it is a beast.

Thanks,

Jeff

[redacted]

Jeffrey Barnhill, AICP
Principal Planner | Community Development
(O): 970.429.2752 | **(C):** 970.319.6636
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[redacted]

My typical in-office hours are Monday, Tuesday, and Friday, 8:00-6:00.
My typical work from home hours are Wednesday and Thursday 9:00-5:00.

[redacted]

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Jeffrey Barnhill

From: Jeffrey Barnhill
Sent: Monday, February 9, 2026 3:52 PM
To: Cindy Christensen; Ben Anderson; Daniel Folke
Subject: RE: APCHA questions from City Council on Aspen Meadows from 1-27

Thanks a lot Cindy!

For #2 APCHA doesn't have any regulations/thoughts on Deed-restricted units for periods of 1-3 weeks?

And then for #4, it seems like we would just need to re-evaluate the situation under the applicable PD processes/review process, of which APCHA would be a referral department, is that what you are referring to?

Any chance someone from APCHA could be there Feburary 24th to potentially field some questions if needed by City Council?

Thanks,

Jeff

[redacted]
Jeffrey Barnhill, AICP
Principal Planner | Community Development
(O): 970.429.2752 | **(C):** 970.319.6636
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My typical in-office hours are Monday, Tuesday, and Friday, 8:00-6:00.
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From: Cindy Christensen <cindy.christensen@aspen.gov>
Sent: Monday, February 9, 2026 3:45 PM
To: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>; Ben Anderson <ben.anderson@aspen.gov>; Daniel Folke <daniel.folke@aspen.gov>
Subject: RE: APCHA questions from City Council on Aspen Meadows from 1-27

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January 21, 2026

CHRISTOPHER D. BRYAN
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Via E-Mail
Nicole Henning, City Clerk
E-mail: nicole.henning@aspen.gov

RE: Aspen Meadows Affordable Housing Project
Major Amendment to a Planned Development, Growth Management Quota System, Certificates of Affordable Housing Credits and Related Reviews
City Council – First Reading of Ordinance, January 27, 2026

Dear Nicole:

As you are aware, this law firm represents the West End Community Association ("WECA"), a Colorado non-profit consisting of a group of homeowners in Aspen's historic West End neighborhood. We submitted a public comment letter on behalf of WECA to the City of Aspen's Planning and Zoning Commission ("P&Z") for their November 5, 2025, continued hearing regarding the above-referenced application ("Application"). At that hearing, despite overwhelming public comment against the Application, P&Z voted to recommend approval of the Application to City Council with minimal terms and conditions. In addition to our October 31, 2025, letter, which is part of the record for the Application as it goes to City Council, this letter will serve as WECA's additional public comments on the Application to the City Council, specifically focusing on the Aspen Center for Physics' ("ACP") proposal. **Please promptly disseminate this written public comment to the Mayor and City Council members and to the appropriate City of Aspen staff members.** We reserve the right to provide oral public comment on the Application at any public meeting before City Council regarding the same. It is our understanding that no amendments to the Application, and specifically the ACP proposal, have been filed since the presentation to P&Z on November 5, 2025.

I. The ACP Proposed Housing Is Not "Affordable Housing."

The ACP housing proposal is *not* an affordable housing proposal and therefore, the Applicant should not receive any variances, waivers, or benefits of such a classification, including exemption from GMQS restrictions or affordable housing mitigation requirements. The Application for the ACP states that "[t]he application is for replacement Essential Public Facility space and Affordable Housing units." *Application*, p. 62. Further on, the Application states that proposed ACP housing "shall be used to provide housing for ACP program participants and their families." *Application*, p. 222. These "**visiting** physicians and scientists" will use the ACP housing "for 1-5 weeks during the summer" and for "one-week conferences in Aspen every winter." *Application*, p. 12 & 50 (emphasis added). Thus, at most, one physicist could spend a total of five weeks in Aspen. Although the Application proposes the implementation and recordation of a "deed restriction" (ostensibly in conjunction with Aspen/Pitkin County Housing Authority ("APCHA")) (*Application* Exhibit N) on these ACP housing units, such a proposed deed restriction is self-policed and enforced solely by ACP without any oversight. These visitors

are not full-time residents who work at least 1,500 hours per calendar year in Pitkin County and who would be occupying the units for at least 9 months, as required by APCHA Guidelines. As such, the proposed ACP housing cannot be considered deed-restricted, affordable housing as described in the City Code and APCHA Guidelines.

APCHA defines affordable housing/employee housing/workforce housing, a definition to which the City is bound, as: "[d]welling units restricted to the housing size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the Aspen City Council, Board of County Commissioner and/or the APCHA, whichever shall apply." ACP makes clear in the Application that the residential units will not house employees, but rather participants (and their families) in their programming, with short-term "residents" moving in and out on a weekly basis. The Application makes clear that these units will, at best, be occupied 6 months out of the year, and these would not be 6 consecutive months (*Application*, p. 37). APCHA's regulations require, at minimum, 6-month (consecutive) leases except in certain extraordinary circumstances.

Although the Application camouflages its true intentions with the enticing term "affordable housing," City Council does not have the luxury of subscribing to the deceptive nature of what this really is: the ACP proposal is really nothing more than a cheap short-term rental option.

This proposal cannot honestly be deemed "affordable housing" as the community understands that term. If it, then it will create the opportunity for other entities to meet affordable housing requirements by creating short-term rental units as long as they are for "participants" in programming or even vacations sponsored by such entities. City Council has made clear that it wants Aspen to be a "lights on" community; yet approving this Application with regard to ACP, at least, would not provide that and would eviscerate the affordable housing program and goals. The proposed deed restrictions, providing that the units will not be rented higher than the RO rates set by APCHA (however, the deed restrictions will be fully managed by ACP), will have no minimum or maximum rental period and, if ACP can't find a "qualified tenant" within its programs, such shall be offered to AMFS or Aspen Institute, then to another non-profit operating in Pitkin County and then "may be made available to other entities at [ACP's] *sole discretion*" (emphasis added; *Application* at p. 222). An internally managed deed restricted housing development that is this breathtakingly broad does not create affordable housing. But, if it cannot be affordable housing, then ACP will be faced with finding allotments through the GMQS system. Such labeling appears to be in place to skirt this Land Use Code requirement. WECA trusts that City Staff and City Council are clear-eyed enough to see through the smokescreen.

In addition, even though the Applicant proposes that the ACP housing may be used by "other non-profits in need of housing for their staff members" when the units are not occupied by physicists and faculty, this use still will not qualify the ACP housing as "affordable housing." This is because, over half of the year, the ACP housing will be used by visitors and their families (i.e., short-term occupants) so there is no opportunity for any of this staff to utilize a housing unit for over 9 months in a year. Therefore, even with this "offer," the proposed housing units cannot be considered affordable housing as set forth in the City Code and APCHA Guidelines but rather are more akin to short-term vacation rentals for the physicists and their families.

The reason ACP uses the misnomer "affordable housing" is apparent to anyone who has actually read the Application and the City Code requirements: ACP needs this housing to be deemed "affordable

housing" in order for the Application to comply with the City's requirements for Growth Management as set forth in Section 26.470.080(a) of the City of Aspen Land Use Code ("LUC"). If the units are *not* qualified as affordable housing units, the Applicant must find residential growth management allotments available pursuant to LUC § 26.470.040(b). Based on the foregoing, ACP's proposed housing cannot be qualified as such, and Applicant must revise the Application and find available growth management allotments for the same.

WECA is confident that City Council and Staff will not fall for Application's sleight-of-hand in this regard.

II. A Use Variance Cannot Be Granted for the Proposed ACP Housing Units.

As set forth in the Application, residential uses are not an allowed use in the Academics (A) Zone District (*see* LUC § 26.710.230), which is the zone district for the entire Aspen Meadows Campus, including the ACP. The Application provides:

> *Because of the nature of those [persons] being housed in these academic units, the Aspen Center for Physics is not requesting Certificates of Affordable Housing Credits. The Aspen Center for Physics request is best described as Academic Housing.*

Application, p. 12. For the ACP, Applicant proposes to build 11 studio units, 8 two-bedroom units, 11 three-bedroom units, and 1 six-person dormitory. "The purpose of the Academic (A) Zone District is to establish lands for education and cultural activities with attendant research, housing and administrative facilities." LUC § 26.710.230(a). In the A zone district, academic housing consists of "boardinghouse[s] and dormitor[ies] for housing students and faculty of schools and other academic institutions." LUC § 26-710.230(c)(1). Given that the City's definition of academic housing only allows dormitories and boarding houses, out of ACP's four proposed housing unit types, only the dormitory could legitimately approved be built on the ACP property to be in compliance with the LUC. However, dormitories are a conditional use that requires the Applicant to seek a conditional use permit to construct. LUC § 26.710.230(c)(1). Nowhere in the Application is there a request for a conditional use permit, which requires its own analysis and for which Applicant must meet specific standards and criteria pursuant to LUC § 26.425.040. One of these criteria is that Applicant must provide affordable housing to offset the conditional use. *Id.* at § 26.425.040(f). As fully analyzed herein, the Application does not provide "affordable housing." The Application is deficient and the dormitory use cannot be considered or approved as currently applied for.

By definition, the other proposed ACP housing units (the studios, and the two- and three-bedroom units) do not qualify as "academic housing" because they are not dormitories or bunkhouses and are not permitted in the Academic zone district. LUC § 26.710.230. Therefore, the Application requests a use variation, to allow ACP multi-family housing within the Academic Zone District, especially for the duplexes located along North Street. *Application* pp. 48-50; 56-57. Per LUC § 26.445.060, City Council shall consider the following standards related to use variations:

> (a) The proposed use variation is compatible with the character of existing and planned land uses in the project and surrounding area. In meeting this standard, consideration shall be given to the existence of similar uses in the immediate vicinity, as well as how the proposed uses may enhance the project or immediate vicinity.

(b) The proposed use variation is effectively incorporated into the project's overall mix of uses. In meeting this standard, consideration shall be given to how the proposed uses within a project will interact and support one another.

(c)The location, size, design, and operating characteristics of the proposed use variation minimizes adverse effects on the neighborhood and surrounding properties.

(d) The proposed use variation complies with applicable adopted regulatory plans.

In its argument for the use variation, the Application states that the proposed ACP units along North Street, consisting of a three-bedroom and studio unit in on each building, are "designed to function like a single-family home with an Accessory Dwelling Unit (ADU), which is consistent with the existing uses in the neighborhood." *Application*, p. 50. The interior units, of mixed design and multiplex clearly do not function as single-family homes—indeed, there are 8 proposed buildings that will have 31 units within them. *Application*, pp. 44 & 55. These units are multi-family and allow for over 100 occupants at any given time. The adjacent zone district to the proposed ACP housing is the R-6 Zone District described in LUC § 26.710. 040. That zone district only allows for new triplexes and fourplexes if they are 100%, deed-restricted affordable housing, *Id.* at § 26.710.040(b)(4). As defined in the APCHA Guidelines, this means any occupants of these multi-family homes must be permanent residents of Aspen. Conversely, the occupants of the ACP housing will be visitors, not long-term residents of the neighborhood, demonstrating further that the proposed use of the ACP housing does not comport with the existing uses of the area. The housing units proposed for ACP are more akin to short-term rentals, which are defined in the LUC § 26.54.020 as residential use and occupancy of a dwelling for less than thirty (30) days for a fee. Short-term rentals are not allowed in the Academic zone district. LUC § 26.530.030(c)(1).

The LUC itself states that any existing multi-family units within the R-6 Zone District that are not affordable housing are a "nonconforming use." LUC § 26.710.040(b)(5). As such, allowing new multi-family housing that is not affordable housing does not comport with the existence of similar uses in the immediate vicinity; it would only comport with a limited number of nonconforming uses, if any, that exist in the area. Further, even though the R-6 zone district allows for limited number of short-term rentals, 8 out of the other 9 permitted uses in the R-6 Zone District pertain to long-term residence. LUC § 26.710.040(b). Building housing for visiting scientists is not compatible with the character of the existing land uses.

Most important, however, building a large physics campus and housing for visiting physicians will almost certainly create serious "adverse effects on the neighborhood and surrounding properties." As explained in the Application, the ACP alone brings "roughly 550 physicists" to Aspen over the summer and "approximately 500 physicists" during the winter. *Application*, p. 50. The proposed housing plan would bring in over 1,000 visitors annually to a predominantly residential neighborhood. This would have a significant adverse impact on the neighborhood, including traffic and parking (as only 6 parking spaces will be provided specifically for the housing and specifically for the units on North Street). This factor alone weighs heavily against allowing for a use variation to build the short-term housing that ACP proposes.

No matter what the ACP attempts to label its proposed housing—academic housing or otherwise—the housing is not permitted in the proposed zone. The only way this housing could be built

would be if the Applicant received a use variation. However, such use variation should not be granted, as the proposed housing does not comport with the existing housing and there would be serious adverse effects in the surrounding neighborhood. Nor does this proposed use variation comply with "applicable adopted regulatory plans," as it flies in the face of the affordable housing goals, definitions and guidelines. Further, such residential unit use was clearly not contemplated in the Aspen Meadows Planned Development approvals or this A Zone District. Even dormitories, which are more in keeping with this being a campus with temporary guests, are a conditional use.

III. The ACP Proposal Should Be Denied Because It Would Create Major Parking Issues for City Residents.

ACP's proposals to mitigate its failure to comply with the Land Use Code's parking requirements are woefully inadequate, and the Staff Report for the 10/15/25 P&Z meeting states the same at p. 20. There will be 2 parking spaces for each of the 3 residential buildings (duplexes-studio on the bottom, three-bedroom on the top) developed on W. North Street and no parking spaces dedicated to the residential units proposed on the north part of the ACP property, though a 20 space parking lot will remain (*Application* p. 36-37; 50; 92-97; 215-218). Thus, ACP must meet the special review requirements found at LUC § 26.515.080, including a showing that parking onsite is "practically difficult or results in an undesirable development scenario." Such has not been shown. Nor is ACP providing any off-site parking; in fact, it repeatedly states that its parking management plan, to be provided to all ACP program participants, will specifically prohibit street parking. ACP is solely relying upon participants' self-motivation to not use cars and an offering of 150 bicycles (which are by and large not as usable in the winter).

Lofty goals to be sure, but how can ACP ensure that participants will not bring, rent, use, or need cars? The short answer is: it can't. Here's why:

- Clearly, participants who drive, not fly, to Aspen will have to park their vehicles somewhere.
- Plus, some physicists and their family members may have mobility issues, making the use of bicycles or public transit difficult or impossible.
- The Application is devoid of any discussion of meeting ADA requirements or what reasonable accommodations must be made to visitors who need vehicular transportation.
- Furthermore, winter weather can make all proposed alternatives impractical. The development of units on W. North Street will eliminate 10-15 of the on-street public parking spots and ACP will only replace 6 of these, creating parking issues for the surrounding neighborhood.
- At any given time, there could be 70 participants on the ACP campus if all of the housing is full, yet only 26 parking spaces, 6 of which will be allocated to 6 units (which can house up to 12 people). ACP is thus representing that at least half of its participants/families will not bring a car, as evidenced by nothing verifiable or empirical but rather merely anecdotal "living memory."

- In fact, there's a good chance that by offering free or low-cost short-term housing, *more* participants will bring their cars so they can visit surrounding areas (e.g., Independence Pass, White River National Forest, Maroon Creek, Castle Creek, and surrounding areas).

In sum, the parking variance should not be granted.

IV. The Public Trail Easement on the South of the Property Must Be Eliminated.

The most current plat of the ACP property, Amendment 3, was recorded on September 6, 1996, at Reception No. 396738 of the Pitkin County real property records ("ACP Plat"). Applicant specifically states that the ACP Plat currently governs the ACP property. *Application*, p. 10. The Application described the east-west existing trail (separated from but parallel to North Street) on the ACP Property as an "unimproved foot path" and "informal, non-historic path" that "exists along the south property line, in the middle of the vegetated area," which "path" will be replaced with a 6' sidewalk attached to North Street. *Application*, pp. 39 & 47. In the same breath, the Application states on Exhibit A.5, p. 82 that "historical trail access will be maintained." The ACP Plat clearly shows a platted 8' wide trail easement in the "unimproved foot path" location ("Trail Easement"). *ACP Plat*, p. 4. The Owner's Certificate on the ACP Plat states that owner does "hereby grant to the City of Aspen for use by the public the trail easements on Lot 3 shown hereon." *Id.* at p. 1.

The Applicant's description of the Trail Easement is disingenuous and misleading. Applicant has represented in the Application in public hearings that there is no official Trail Easement—i.e., no platted or recorded easement in this location. *Application*, p. 39. Such representation is patently untrue. Therefore, the Application needs to be amended to include a formal request to vacate the Trail Easement via a separate agreement approved by the City, which would need to be recorded, or the Applicant must go through the plat amendment process to remove or relocate the Trail Easement. *See* LUC § 26.480.090. In fact, the ACP Plat was an amendment to the original plat of the Aspen Meadows property (which original plat was recorded on June 24, 1991, at Reception No. 340938 of the Pitkin County real property records ("Original Plat"), which is described on p. 10 of the Application). The ACP Plat actually vacated an east-west pedestrian trail easement further north on the ACP Property (from the corner of Gillespie and 6th Street west across the ACP Property) and created the existing Trail Easement. *Compare Original Plat* at p. 2 *with ACP Plat* at p. 1. As the plat amendment process was the mechanism for vacating that original east-west pedestrian trail easement and creating the Trail Easement, that same process should be used in this instance. The Application does not request a plat amendment or separate deed vacating the trail easement and is thus deficient. The public must be given the opportunity to actively participate in that specific process. As with the failure to apply for a conditional use permit for the dormitory, this is a significant and fatal flaw in the Application that warrants denial.

Further, Staff has communicated to the Applicant and P&Z that it does not like this trail realignment into the right-of-way, especially as this is a trail for the public's benefit—such realignment is not a comparable easement. *See p. 13 of Staff Report to P&Z 11/5/25*. Design Workshop, Applicant's representative, describes how this new trail alignment along W. North Street crosses driveways for the W. North Street units, exacerbating pedestrian and vehicle conflict. *See Memo from Design Workshop to City dated 10/6/25.* If there is going to be a realignment of this public trail easement, such needs to provide a comparable, safe pedestrian experience and follow the correct process for relocation.

V. Additional Adverse Impacts on Surrounding Neighborhood.

In addition to the ACP proposal's being incomplete and contrary to the clear directions from the City Code and APCHA regarding affordable housing, the ACP proposal will result in other adverse effects on the neighborhood. It will result in more ACP participants being out into the neighborhood streets in order to move around campus due to the "relocation" of the Trail Easement. As stated above, it will also eliminate street parking along W. North Street with the construction of 3 duplexes. Further, construction of these units will have adverse effects on neighboring properties, which will be elevated if the 10-year vesting period is granted, as the construction may occur in stages throughout the entire campus (not just ACP) for many years, resulting in continuous construction traffic and noise. The use variance to allow residential units by ACP on W. North Street will not minimize the adverse effects thereon and are not compatible therewith. The units will be short-term rentals, disrupting a neighborhood that consists mainly of long-term occupancy (p. 58 of the *Application* states that in a year, there will be 550 participants using the housing, parking, and traffic). All of the parking mitigation proposed by ACP relies upon internal agreements—how will it enforce the "no street parking" requirement? Staff has raised this issue for P&Z (*See p. 10 of Staff Report for P&Z 11/5/25*). The proposed W. North Street unit construction will also eliminate mature trees and vegetation; although ACP proposes to replace this, it will not be instantaneous and, if not well-kept, will fail.

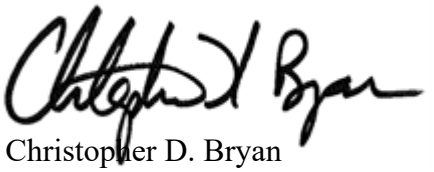
The North Street units, in particular, will have an adverse effect on the surrounding neighborhood. These proposed duplexes are out of character with the surrounding West End neighborhood, both in their size and density. As discussed in more detail in Section III above, these units are located on a main through street, and their construction will result in cars backing out of driveways into traffic and will eliminate *public* roadside parking for music and other events. Further, as described in Section IV above, with the elimination of the trail in this area to be replaced by a sidewalk, the cars parked at these units will also be backing up across the pedestrian walkway to enter the street, creating a dangerous situation for pedestrians. Finally, as discussed above in Section I above, Applicant has shown no real need for ACP to have this non-affordable housing, and certainly not at this density or effectively off campus. These units need to withdrawn from the Application. There is no reason to grant the request for a ten-year vested rights period; such will only add insult to injury for the neighbors, creating ten years of disruption by construction traffic and noise, loss of more street parking for construction vehicles and dangerous situations for pedestrians. Staff has raised these exact concerns. *See Staff Report for P&Z Meeting on 11/5/25*. Applicant continued to argue over the content of the P&Z Resolution recommending approval well into the end of 2025, and such has still not been executed.

In sum, it is clear that the ACP proposal is a classic example of trying to fit a square peg in a round hole. ACP's presentation of a purported affordable housing project is window dressing that does not hold up to scrutiny. The "pitch" by ACP should not cloud the City Council's judgment. Residential use (beyond dorms) was not contemplated in the creation of the zone district or planned development and there are reasons for that—it simply does not fit. And certainly, the City should be very hesitant to effectively expand "affordable housing" to short-term use. The can of worms that would open may very well come back to bite the City in the form of undermining and contradicting the City's short-term rental restrictions and regulatory scheme. City Council should not pass this Ordinance on first reading and should not set it for public hearing. The Application must be separated for the ACP proposal to stand alone and proceed solely on its own merits and revised to address the issues set forth herein.

Please let me know if anyone would like to discuss these issues further before all parties involved spend additional time and financial resources on this matter.

Very truly yours,

GARFIELD & HECHT, P.C.



Christopher D. Bryan

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February 18, 2026

CHRISTOPHER D. BRYAN
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Via E-Mail
Nicole Henning, City Clerk
E-mail: nicole.henning@aspen.gov

RE: Aspen Meadows Affordable Housing Project
Major Amendment to a Planned Development, Growth Management Quota System, Certificates of Affordable Housing Credits and Related Reviews
City Council – Second Reading of Ordinance #05-2026, February 24, 2026

Dear Nicole:

As you are aware, this law firm represents the West End Community Association ("WECA"), a Colorado non-profit consisting of a group of homeowners in Aspen's historic West End neighborhood. We submitted a public comment letter on behalf of WECA to the City Council in advance of their January 27, 2026 first reading of the ordinance for the above referenced Application. A copy of that letter is attached hereto. In addition to that January 21, 2026 letter, which must be part of the record for the Application as it goes to the public hearing and second reading on February 24, 2026, this letter will serve as WECA's additional public comments on the Application to the City Council, specifically focusing on the Aspen Center for Physics' ("ACP")[1] proposal – also to be included as part of the record. **Please promptly disseminate this written public comment to the Mayor and City Council members and to the appropriate City of Aspen staff members** and include it in the packet for the City Council meeting**.** We reserve the right to provide oral public comment on the Application at the February 24, 2026, meeting before City Council regarding the Application. It is our understanding that no amendments to the Application, and specifically the ACP proposal, have been filed since the first reading before City Council on January 27, 2026.

I. The ACP Proposed Housing Is Still Not "Affordable Housing."

This issue was raised by Council members at first reading, questioning whether these weren't just short term rentals. Although Applicant submitted a memorandum dated February 6, 2026 (copy attached, "2/6/26 Memo") that ostensibly answers this question, and others, it actually makes very clear that the leases for the ACP units are only for 1-3 weeks. With the provided chart, Applicant shows that the units will only be vacant 16 weeks out of the year (which are not in a row, so cannot be rented to employees of other entities at the Aspen Meadows Campus or businesses in Aspen). *See* 2/6/26 Memo at p. 4, Table 1. In fact, when City Staff contacted APCHA for recommendations as to how to distinguish this from short-term rentals, APCHA responded, "[t]hat is not a question for APCHA. That would be more of a question

[1] All defined terms herein shall have the same definition as described in our January 21, 2026 letter.

for the City as they have short-term rental regulations." *See* Emails between Jeffrey Barnhill and Cindy Christensen dated 2/6/26 (attached hereto). Although Applicants state that these ACP units cannot be used for market rate short-term rentals, by allowing participants to bring their families certainly appears to be a vacation rental program. Clearly, neither entity believes that it can say with a straight face that these *aren't* short-term rentals.

Draft Ordinance #05, Series of 2026, states that the "maximum rental rate that will be charged will be based on the [APCHA] category of that specific household and in accordance with the APCHA Guidelines." pp. 18-19. This means that prior to renting a unit to an ACP participant and their family, ACP is going to have to ask for proof of income every time in order to set the rental rate. Participants likely will not be thrilled to have to provide this information and the amount of staff time to do this calculation for each unit for each session will be an undue burden on those employees. The deed restrictions will be self-policing since the rental terms are less than six months. *See* Draft Ordinance #05-2026 Section 5, pp. 19-20. There is no assurance that the deed restrictions and APCHA Regulations will be followed or enforced. Applicants also insist that these proposed housing units further the purpose of the Academic Zone District (2/6/26 Memo at p. 4), yet that zone district contemplates faculty or students to be housed in *dormitories*, not apartments. *City of Aspen Land Use Code ("LUC")* § 26.710.230(c)(1). As stated in our January 21, 2026, letter, and described in the LUC, apartments are not an enumerated allowed use, and ACP cannot meet the requirements for a use variance therefore.

II. The Proposed ACP Housing Is Still Not Compatible With the Neighborhood.

As set forth in the preceding paragraph, the ACP units will be occupied for 1-3 week periods. *See* 2/6/26 Memo at p.4. The disruption to the West End neighborhood due to the quick turnover of the units will be significant, and akin to having 33 short-term rental units in a small, concentrated area. *See* Draft Ordinance #05, Series of 2026 at p. 17. The LUC would never allow this many short-term rentals in this compact area; in fact, only 81 short-term rental permits are allowed in the *entire* R-6 Zone District (the zone district that includes the West End). *See* LUC §26.530.030(C)(1)c. On Fourth Street alone there will be 6 units, with "tenants" changing over in short periods. The adverse impact is immense.

Applicants state that like all APCHA units, "tenants are responsible for cleaning after themselves, a plumber would be called when there is a plumbing issue, and the owner is responsible for ensuring compliance with the approval and deed restriction." 2/6/26 Memo p. 6. Are ACP participants going to have information about trash and recycling collection? Will professional cleaning services be provided between each rental of a unit? The latter will also create more traffic and exacerbate the lack of parking. Applicants claim that the "proposed use and scale of development is consistent with the purpose of the Academic zone district, the overall scale of the neighborhood, and the residential and academic uses that have existed for over 50 years." *Id.* This statement is patently false. As we analyzed in detail in our January 21, 2026 letter, housing units are not allowed in the Academic zone district and dormitories are only allowed by conditional use permit (a process that is being completely ignored by Staff and the Applicant). ACP has never had apartment unit housing, nor has that part of the campus ever housed the program participants. This project will be a *substantial change* from the uses that have existed on the ACP campus for the last 50 years.

III. The ACP Proposal Still Creates Major Parking Issues for City Residents.

ACP's proposals to mitigate its failure to comply with the Land Use Code's parking requirements remain woefully inadequate. Applicant states that it is "providing more transportation mitigation measures than the code requires." 2/6/26 Memo p. 9, Table 2. As outlined in detail in our January 21, 2026 letter, ACP is solely relying upon participants' self-motivation to not use cars and an offering of 150 bicycles and WE-Cycle support (which are by and large not as usable in the winter, and assumes that the majority of the program participants and their family members can ride bikes, though there is no mention of providing bikes for children). Like with the requirement for participants to provide their income to ascertain the rental rate they are to be charged, ACP is requiring participants not to bring cars (unless in the North Street housing). *Id.* What does that mean for the participant who wants to drive to Aspen and stay in a dorm? Or brings a family and the North Street Units are not available? This is a lofty commitment, but may not be realistic in execution. Further, a variance from the parking requirements in favor of these mitigation measures should not even come into play unless ACP can show that parking onsite is "practically difficult or results in an undesirable development scenario." *See* LUC § 26.515.080. Such showing has not been made. The self-policing and enforcement of these restrictions by ACP will create undue burdens on ACP Staff.

IV. Applicant Has Not Adequately Addressed the ACP Trail Issues.

As outlined in our January 21, 2026 letter, the most current plat of the ACP property, Amendment 3, was recorded on September 6, 1996, at Reception No. 396738 of the Pitkin County real property records ("ACP Plat"). Applicant specifically states that the ACP Plat currently governs the ACP property. *Application*, p. 10. The Application described the east-west existing trail (separated from but parallel to North Street) on the ACP Property as an "unimproved foot path" and "informal, non-historic path" that "exists along the south property line, in the middle of the vegetated area," which "path" will be replaced with a 6' sidewalk attached to North Street. *Application*, pp. 39 & 47. In the same breath, the Application states on Exhibit A.5, p. 82 that "historical trail access will be maintained." The ACP Plat clearly shows a platted 8' wide trail easement in the "unimproved foot path" location ("Trail Easement"). *ACP Plat*, p. 4. The Owner's Certificate on the ACP Plat states that owner does "hereby grant to the City of Aspen for use by the public the trail easements on Lot 3 shown hereon." *Id.* at p. 1.

In its 2/6/26 Memo, Applicant completely avoids addressing the fact that this is a *platted recorded easement* and that a formal request to vacate the same must be submitted, or Applicant must go through the LUC § 26.480.090 process to amend the plat to remove or relocate the Trail Easement. City Council should not allow Applicant to move forward treating this as an "informal foot path," doing so could set dangerous precedent for other dedicated public trail easements. Further, although Applicant has clarified that there will be a vegetated buffer between the North Street sidewalk and the street/housing (2/6/26 Memo p. 12), such is still vastly different from the experience of the Trail Easement as it exists today. Applicant claims that the current unpaved trail is not usable in the winter; again, such statement is false because like most unpaved trails around the city, folks still use it and pack down the snow.

CONCLUSION

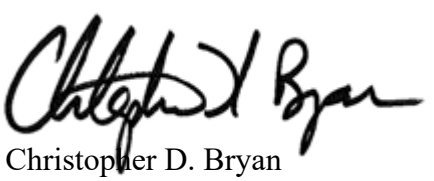
In sum, WECA reiterates the analysis and issues raised in its January 21, 2026 letter as all are still applicable to the Application, even with the additional information submitted by Applicant. This letter

addresses that additional information and demonstrates that it does not remedy the issues raised now by the public and City Council (at first reading). The ACP portion of the Application must be denied.

Please let me know if anyone would like to discuss these issues further before all parties involved spend additional time and financial resources on this matter.

Very truly yours,

GARFIELD & HECHT, P.C.



Christopher D. Bryan

cc: Mary Elizabeth Geiger, Esq.
(megeiger@garfieldhecht.com)
Katharine Johnson, Esq.
(kate.johnson@aspen.gov)
Tracy Terry, Deputy Clerk
(tracy.terry@aspen.gov)

Jeffrey Barnhill

From:	Nicole Henning
Sent:	Thursday, February 19, 2026 10:20 AM
To:	City Council
Cc:	Jeffrey Barnhill
Subject:	FW: Public Comment Letter for Second Reading of Ordinance #5-2026 (Aspen Meadows) - 2.24.26 City Council Meeting
Attachments:	West End Community-ltr-City Council-2.24.26-pubic comments-Aspen Center for Physics(3383446.1)(3383722.1).pdf; West End Community-ltr-City Council-1.27.26-pubic comments-Aspen Center for Physics(3364783.1).pdf; ACP-City and APCHA emails-2.9.26(3383719.1).pdf; ACP-2.6.26-Applicant memo(3383718.1).pdf

From: Mary Elizabeth Geiger <megeiger@garfieldhecht.com>
Sent: Wednesday, February 18, 2026 9:05 PM
To: Nicole Henning <nicole.henning@aspen.gov>; Kate Johnson <kate.johnson@aspen.gov>; Public Comment <publiccomment@aspen.gov>
Cc: Tracy Terry <tracy.terry@aspen.gov>; Chris Bryan <cbryan@garfieldhecht.com>
Subject: Public Comment Letter for Second Reading of Ordinance #5-2026 (Aspen Meadows) - 2.24.26 City Council Meeting

Nicole- please ensure that these attachments are put in the Council packet and are distributed to the Mayor and City Council members in advance of the 2/24/26 Council meeting. Let me know if you have any questions. Thank you,
Mary Elizabeth

Mary Elizabeth Geiger
Senior Counsel

Garfield & Hecht, P.C.
Aspen | Avon | Carbondale | Denver | Glenwood Springs | Telluride

910 Grand Ave., Suite 201
Glenwood Springs, Colorado 81601
Phone: (970) 947-1936 x813
Facsimile: (970) 947-1937
Cell: (970) 452-9047**
Email: megeiger@garfieldhecht.com
Webpage: www.garfieldhecht.com

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Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 11:18 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing for Aspen's unique institutions

Follow Up Flag: Follow up
Flag Status: Flagged

From: Steve Giddings <sbgiddings@cox.net>
Sent: Tuesday, February 17, 2026 11:15 AM
To: Public Comment <PublicComment@aspen.gov>
Subject: Housing for Aspen's unique institutions

Dear Aspen Council and Staff,

Three institutions that help make Aspen such a special place — the Aspen Music Festival and School, the Aspen Institute, and the Aspen Center for Physics — need the Council's support if they are to continue to thrive and contribute to Aspen. Increases in local housing costs have made it increasingly difficult for them to accommodate their participants, and they urgently need to build housing to continue to do so.

I first informally visited the Aspen Center for Physics as an undergraduate student from Utah around 1982. Since then I have returned numerous times over a decades-long career spanning Princeton, Harvard, and UC Santa Barbara. During my visits to Aspen I have had many collaborations and discussions that have been key to the development of the science we are pursuing. The Center's atmosphere is unmatched, and has continued to advance world-leading research in physics. It has contributed to numerous major developments in areas ranging from early Universe cosmology to black holes to elementary particles and string theory to study of novel materials. The Aspen Center for Physics is not only world-renowned, but has continued to reach out to the community of Aspen, and beyond via online recordings, through its public lectures and other events. Just last summer I had the pleasure of giving one of these public lectures to Aspen's unique, engaged, and vibrant community.

But over these decades I've seen the change of conditions that now threatens the future of the Center. Many visiting physicists can no longer be housed in Aspen, and are moved downvalley. On two recent visits, I stayed in Snowmass — resulting in daily commutes, contributing to the traffic jam into Aspen. (Many Center visitors who stay in Aspen simply travel by bicycle.) With the continued squeeze on the Center from housing prices, its future viability is at stake.

I urge the Council to consider the unique value of the Aspen Center for Physics and its sister institutions, the Aspen Music Festival and School and the Aspen Institute, and support their effort to build modest housing to continue to accommodate their participants and extend their contributions to the remarkable place that is Aspen.

Sincerely,

Steve Giddings

Distinguished Professor of Physics
University of California, Santa Barbara

Jeffrey Barnhill

From: Rachael Richards
Sent: Thursday, February 26, 2026 1:47 PM
To: Jeffrey Barnhill
Subject: FW: Aspen Meadows Housing as Proposed Should be Rejected

This is an older letter that may not have been forwarded before- Please include in your newest public comment packet-
Thanks Rachael

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Ashton Hudson <ashton@rockcreekcapital.com>
Sent: Monday, February 23, 2026 11:57 AM
To: City Council <council@aspen.gov>
Subject: Aspen Meadows Housing as Proposed Should be Rejected

The West End has always generously accommodated cultural institutions that define Aspen's character. We take pride in being home to the Music Festival, the Aspen Institute, and the Physics Center. We welcome visitors to parks, concerts and events, and we understand that some level of traffic and activity is inevitable.

But there are limits. The "Housing the Aspen Idea" project exceeds those limits by a wide margin. As Mayor Richards said at the January 27th Council Meeting, "....where we're at right now is well too much of an ask...."

The complete failure to conduct a through traffic analysis is disqualifying. The grossly inadequate parking is unacceptable. The misleading characterization as workforce housing is troubling. The bundled application process is inappropriate. The lack of construction impact planning is irresponsible. The 10 year vesting is grossly protracted. And the absence of basic project details suggests this proposal is premature at best.

The City Council should reject this application and require the applicants to return with properly separated, fully

analyzed, appropriately scoped proposals that actually address our community's workforce housing needs while respecting the character and livability of the West End.

Our neighborhood contributes a great deal to Aspen's cultural life. We deserve better than a rushed political process and a fundamentally flawed application.

Respectfully submitted,
Ashton Hudson

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 4:59 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Affordable Housing Proposals from Aspen Institute, Aspen Music Festival & Aspen Center for Physics

---

From: Nicola Lees <nlees@aspenartmuseum.org>
Sent: Monday, February 23, 2026 4:55 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Affordable Housing Proposals from Aspen Institute, Aspen Music Festival & Aspen Center for Physics

To the Aspen City Council:

I am writing on behalf of the Aspen Institute, Aspen Music Festival, and Aspen Center for Physics, to voice my support for their pending proposal to rezone and build affordable housing in Aspen.

As the CEO and Artistic director of the Aspen Art Museum, I am keenly aware of Aspen's importance as a creative and cultural center. One of the greatest challenges faced by organizations in the valley is affordable housing. I support all opportunities for this challenge to be alleviated.

By allowing these organizations to gain security and stability, our community flourishes.

I look forward to hearing the results of tomorrow's meeting.

Best wishes,
Nicola

--
Nicola Lees
Nancy and Bob Magoon Director
Aspen Art Museum
637 East Hyman Avenue
Aspen, CO 81611
t: 970.925.8050
c: 646.460.4560
www.aspenartmuseum.org

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Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:20 AM
To: Jeffrey Barnhill
Subject: Fw: aspen meadows Expansion housing project

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From: Jessie Mann <jmann@activecyber.com>
Sent: Wednesday, February 18, 2026 8:35 PM
To: City Council <council@aspen.gov>
Subject: aspen meadows Expansion housing project

Honorable Mayor and Esteemed Members of the Aspen City Council:

We live at 639 N 4th street and have following concerns about ghe Music School Housing expansion:

We are very concerned about the intended usage of the Music School units. Our understanding is that these units will primarily be used by staff and students during the summer months and then made available to other non-profit organizations at other times. This arrangement appears to effectively allow short-term occupancy or rental by various groups, which could turn these units into short-term hotel- or condo-style accommodations. Such usage would be fundamentally different from the original zoning intent and restrictions for this property.

The current traffic flow will be significantly impacted by adding a 4th Street entrance to the music school parking lot. We already have substantial pedestrian and bicycle traffic along 4th Street. Allowing vehicle entry and exit from Main Street and Smuggler through 4th will interfere with the pedestrian walkway and create serious safety and congestion concerns. I hope you will carefully review the original intent of the Planned Development (PD) and the existing zoning. The original limitation of access and usage was specifically designed for the school dormitories—and those conditions have not changed.
Furthermore, these units should not be converted into short-term rentals for individuals not affiliated with the Music School or the Aspen Institute. Such use would clearly contradict the intent and spirit of the original zoning approval.

Please do not rush approval of this project without clearly balancing west end neighborhood impact and the needs of Music school within the original PD limits.

-regards,
Jessie Mann
639 N 4Th Street
972-839-8600
www.activecyber.com

Jessie Mann
972-839-8600

https://url.avanan.click/v2/r01/___www.activecyber.com___.YXAzOmNpdHlvZmFzcGVuOmE6bzo1ZDY1NzM5Y2NhMzY4ZWU1NWFiMDc0N2ExNjBkOWE5ZTo3OmZmNjU6ZTVmZGJjYmRiNzdjZjk3MjNiYWE3MTBlYjk1YThiZTE2NTZmMDlhZjRhOTJjNzczZWQ1M2YwMjNhMGMxYmYzMTp0OkY6Tg

Lisa Markalunas
15 Williams Ranch Court, Aspen, CO
Mailing: P.O. Box 8253
Aspen, CO 81612
(970) 925-8623

February 22, 2026

City Council, City of Aspen
407 Rio Grande Place
Aspen, CO 81611

RE: Housing the Aspen Idea - Land Use Application – Aspen Meadows – 845 Meadows Road
City of Aspen, City Council - Second Reading, 02/24/2026

Honorable Mayor Richards and Council Members:

As an Aspen native who was born and raised in Aspen's West End that at one time was full of working families, I feel I am well steeped in background and knowledge to be able to comment on the proposal before you.

The recent attempt by the applicant to address questions from Council's first reading is astounding in its representation that their parking study states that parking is not at 100% capacity on public street in the West End during Sunday and Friday concerts on two dates in August, 2024 and only approaches 100% in the lots at concert hour. I can assure you what I have witnessed is that parking is completely at capacity, often with illegally parked cars on street corners, in blocks with no parking on certain sides of the street or blocking resident driveways, parking on neighborhood lawns and in any nook and cranny of City ROW parcels. **To maintain that the neighborhood is not parked to capacity beyond Gillespie and not parked south to at least Smuggler Street, if not beyond to Francis, for both Friday and Sunday concerts, well before concert time is counter to my observations over the last 35-40 years.** In recent years, people are now parking on Meadows Road and walking the footpaths to the Tent; more peaceful than dodging traffic on neighborhood streets.

Much of this traffic, all year long, but most acutely felt in the summer months, can be attributed to existing (and only increasing) hundreds if not thousands of attendees to the events generated by the three non-profit applicants to this proposal. Often the MAA closes their parking and Aspen Institute events spill into the neighborhood for even smaller events at Paepcke Auditorium.

It is unfathomable to think that the Aspen Center for Physics can add 34 units comprising 63 bedrooms and expect anyone to reasonably believe that they will not increase their parking requirements or their traffic impacts. Their weekly lectures alone generate parking and traffic on neighborhood streets that they refuse to acknowledge. Expansion will generate more participants on-site twenty-four hours a day, seven days a week in all seasons. To say that they generate absolutely no parking or traffic impacts is disingenuous at best. Their staff drives a minimum of 3-4 vehicles every day to work, year-round, from off-site. If the full-time staff are not willing to take mass transit, WE-Cycle, bicycle or walk from 8th and Hallam transit stops, how can we possibly believe that their visiting physicists will do the same or that any of their transit alternatives or parking limitations this will be enforced?

The Aspen Center for Physics is asking for three times the requests of the MAA and the Aspen Institute. The scale of these new operations is equivalent to a short-term, boutique hotel, 64% the size of the existing Aspen Meadows (98 guest suites). Not once have they offered to reduce the "ask", to reduce the number of units they are requesting to be placed on every open area of their once precious "Circle of Serenity that used to encircle their entire parcel.

I will state again, the relocation of the existing dedicated public trail easement from the Physics parcel and as proposed onto City property is a significant deterioration of this historic and legally prescribed, but now suddenly not recognized, public amenity and serves to push the pedestrian access into an already heavily impacted by vehicle traffic street area. It destroys the pocket open space that we as neighbors have maintained for decades, planting daffodil bulbs, removing trash and fallen branches every spring that fall in this area often neglected by both the City of Aspen and the Aspen Center for Physics. It is unconscionable that you would destroy this area with driveways, parking pads and overall impacts on the historic ditch areas and these remaining wildlife corridors. **The number of units at the Physics Center should be reduced significantly, and any proposed buildings should all be located North of Stranahan Hall.** The existing public trail easement should be maintained in its current off-street location on the applicant's property as a requirement of maintaining historic public access to these important open space parcels conserved by prior West End residents and land conservation organizations. Both the existing 7th Street and the North Street from 6th Street trail easements are both heavily-used pedestrian corridors sheltered from traffic and vehicular hazards. It is not possible to maintain a winter access for anything along the street which is heavily impacted by street snow plowing in normal snow years.

The Aspen Center of Physics in the 1990s approvals emphasized the importance of their "Circle of Serenity" to their campus. The "Circle of Serenity" has now shrunk to jsut the interior lawn. Now they want to throw all of that out to put buildings on all of the areas of remaining open space surrounding their campus. They will build right up the armillary sphere, gifted to them by my family, making it inoperable or requiring that it be relocated away from public trail access and viewing. This proposal is an insult the generosity to them that this gift was made. **They themselves are representing that they will not house even one of their employees on-site**. The increase in employees or contractors to fulfill housekeeping and maintenance requirements for the new short-term physicist housing will actually increase employees for the site and there is no proposal to house any of this new generation in support personnel for 30,000 plus square feet of visitor accommodations. As represented in their recent response to Council questions, it is doubtful these Physics scholars will not clean their own units at turn-over time.

I think we need to understand "affordable housing" and the need for long-term, year-round resident employee housing. It is a stretch to believe that what they are proposing is housing that will contribute to the Aspen community or its vibrancy as a year-round community, not just an event promoting, seasonal offering of what has become an overburdened and overspun summer tourism and visitor economy. Most of what is proposed will only add housing for more of these event-driven calendars and will do little to house little if any of the full-time staff that work for these entities. **It is not reasonable to house the extended family members of physicists on-site. Unit sizes should be limited**. Many of their proposed transit solutions (Downtowner, limos, taxis) still have traffic impacts on residential neighborhoods. The "ask", particularly by the Aspen Center for Physics is too significant to be approved in its current configuration. The public and the neighborhood is being asked to sacrifice too much.

Sincerely,

Lisa Markalunas

Jeffrey Barnhill

From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Thursday, February 26, 2026 1:59 PM
To: Rachael Richards
Cc: Jeffrey Barnhill
Subject: RE: Please confirm these e-mail addresses are valid for public comments to City Council.

Thanks Rachael –

Thought copying in the Public comment e-mail that goes through the City Clerk's office would accomplish the public records piece but will include Jeffrey Barnhill as well on anything else in the future.

Lisa Markalunas
Client Accounting Services
Securely Upload a File to Me

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Thursday, February 26, 2026 1:52 PM
To: Markalunas, Lisa <lisam@reesehenry.com>
Cc: Jeffrey Barnhill <jeffrey.barnhill@aspen.gov>
Subject: FW: Please confirm these e-mail addresses are valid for public comments to City Council.

Lisa, Please include Jeffery barnhill in your future emails (he's who I forward to) for the Public Record.
I did forward your emails from Public Comment or to the City Council (which council members get individually).
The Clerk's office has been told to forward all that relate to the Aspen meadows application to him as well-
Just belts and suspenders!
Best Rachael

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, February 23, 2026 10:21 AM
To: Markalunas, Lisa <lisam@reesehenry.com>; City Council <council@aspen.gov>
Cc: Public Comment <publiccomment@aspen.gov>
Subject: Re: Please confirm these e-mail addresses are valid for public comments to City Council.

I am forwarding all these emails to the Clerk and Com Dev thank you

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From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Wednesday, February 18, 2026 4:48:29 PM
To: City Council <council@aspen.gov>
Cc: Public Comment <publiccomment@aspen.gov>
Subject: Please confirm these e-mail addresses are valid for public comments to City Council.

Please confirm these e-mail addresses are valid for public comments to City Council.

Lisa Markalunas
Client Accounting Services

E lisam@reesehenry.com
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CERTIFIED PUBLIC ACCOUNTANTS

ASPEN 400 E. Main Street, Ste. 2 Aspen, CO 81611
CARBONDALE 0326 Highway 133, Ste. 200 Carbondale, CO 81623

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Jeffrey Barnhill

From: Rachael Richards
Sent: Tuesday, February 24, 2026 7:48 AM
To: Jeffrey Barnhill
Subject: FW: Aspen City Council - Aspen Meadows - 845 Meadows Road - First Reading, Tuesday, January 27, 2026

Council got this not you!

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Monday, January 26, 2026 9:13 PM
To: Rachael Richards <rachael.richards@aspen.gov>; John Doyle <john.doyle@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Sam Rose <sam.rose@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>
Subject: Aspen City Council - Aspen Meadows - 845 Meadows Road - First Reading, Tuesday, January 27, 2026

Honorable Mayor Richards and Aspen City Council Members:

I am a lifelong resident and fourth generation Aspen native who was born and raised in Aspen's West End at the corner of 6th and North streets directly across the street from the Aspen Center for Physics. I still walk the Aspen Meadows Campus property daily in all seasons and witness the traffic impacts day and night in all seasons but also the increase in use for winter events on what has developed into an event site at the far end of a residential neighborhood.

The proposal for "Housing the Aspen Idea" requested by the three entities of the Aspen Institute, Aspen Center for Physics and Aspen Music Festival and School are distinct proposals and should really be evaluated as independent applications as they all have their own set of impacts and concerns and all of them demand a full level of scrutiny to protect the adjoining neighborhood as well as the Aspen

community. I hope opportunities for public comment will be plentiful and will be made available and considered thoughtfully at the highest possible level.

The relocation of the existing dedicated public trail easement off of Physics' property and onto City property is a significant deterioration of this historic and legally adopted and recorded public amenity and serves to push the pedestrian experience onto an adjacent roadway already heavily impacted by vehicle traffic both from Aspen Meadows Campus events and evening commuters avoiding the perennial backups on Main Street. It destroys the pocket open space that we as neighbors have maintained for decades, planting daffodil bulbs, removing trash and fallen branches every Spring and Fall. It is unconscionable that you would destroy this area with driveways, parking pads and overall impacts on this historic ditch area and wildlife corridor and this significant trail easement. Historic public access to these important open space parcels should be maintained. This area along the 700 block of North Street should not be impacted by the proposed six new units placed on the Physics' self-proclaimed "Circle of Serenity" and that destroy this existing and well used public trail easement that was relocated to this location a requirement of them building the Smart Hall office/administrative building on the former trail easement in the 1990s. As your chair of the City of Aspen P&Z said at their hearing, "An easement is an easement is an easement." She also noted that the three-bedroom homes do not meet the criteria of the dormitory housing allowed by zoning and housing of extended families on vacation does not meet this same intent.

It is unfathomable to think that the Aspen Center for Physics can add 34 units and 63 bedrooms, most in large block buildings, housing 65% of their participants in short-term rentals of 1-3 weeks and expect anyone to reasonably believe that they will not increase their parking requirements, their traffic impacts or their demand for contract services for maintenance and housekeeping. Their weekly lectures alone generate parking and traffic on neighborhood streets that they refuse to acknowledge. This is even before the expansion to more participants on-site twenty-four hours a day, seven days a week. Bicycles and an electric car or two will not offset these impacts. To say that there are no parking or traffic impacts is disingenuous at best. Affordable housing for long-term community members and workers is a far different impact level than effectively a short-term residence hotel use in a residential neighborhood. Such a proposed use is not appropriate under the academic zoning that only allows for dormitories.

I would also express concern about the amount of existing parking overflow allowed along Meadows Road and the high levels of often empty shuttles that overwhelm the neighborhood during the Aspen Ideas, Aspen Security Form and other large annual events. Regular Aspen Meadows shuttles and hotel shuttles run down North Street to and from the Aspen Meadows rather than using the approved and designated Seventh Street access to the Aspen Meadows and add to commuter traffic in the neighborhood.

The Aspen Music Festival and School's plans to remove landscape and reconfigure their parking in an attempt to maintain 247 spaces for the 2,050 seat Music Tent and 500 seat Harris Hall venues. Parking is already woefully insufficient at this location for Music Tent concerts and overflow parking has impacted the West End heavily for decades on Fridays and Sundays in particular. The placement of housing on almost half the existing parking lots and the reconfiguration of primary access to Fourth Street creates significant issues for both the existing pedestrian designation of Fourth Street and will only add traffic congestion to Gillespie Street. All of this need further study and more meaningful solutions.

Lastly, I think we need to understand what they mean by “affordable housing” and the need for long-term, year-round resident employee housing in Aspen. It is a stretch to believe that what they are proposing is housing that will contribute to the Aspen community or its vibrancy as a year-round community. This is really about more event promotion and seasonal offerings in what has become an overburdened and overspun summer tourism and visitor economy. Most of what is proposed will only add short-term housing for more of these event-driven calendars and will do very little to house any of the full-time staff that work for these entities. It is not reasonable to house the extended family members of physicists on-site. Unit sizes should be limited. Recognize that their proposed transit solutions still have impacts on residential neighborhoods.
I encourage you to take the time to properly and thoroughly vet this application as three independent projects, allowing them to be extensively reviewed. Let’s be clear, very little of this is “affordable housing” as what we long-term community members know it. This is a unique parcel and deserves careful and thorough consideration. Events are already at capacity in the neighborhood in many seasons and any expansion of uses, traffic and parking need a thorough and reasonable review to attempt maintain all of the many still special elements we love about Aspen.

Our family has always strived to be good neighbors over our many decades in the West End community and we expect that our non-profit neighbors would do the same by recognizing their impacts and working to move forward in a reasonable manner with proposals that are more measured and meaningful to the community.

Sincerely,
Lisa Markalunas

Lisa Markalunas
Client Accounting Services

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www.reesehenry.com | click here to securely send me files

REESE HENRY
CERTIFIED PUBLIC ACCOUNTANTS

ASPEN 400 E. Main Street, Ste. 2 Aspen, CO 81611
CARBONDALE 0326 Highway 133, Ste. 200 Carbondale, CO 81623

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Jeffrey Barnhill

From: Rachael Richards
Sent: Thursday, February 26, 2026 1:52 PM
To: Markalunas, Lisa
Cc: Jeffrey Barnhill
Subject: FW: Please confirm these e-mail addresses are valid for public comments to City Council.

Lisa, Please include Jeffery barnhill in your future emails (he's who I forward to) for the Public Record.
I did forward your emails from Public Comment or to the City Council (which council members get individually).
The Clerk's office has been told to forward all that relate to the Aspen meadows application to him as well-
Just belts and suspenders!
Best Rachael

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

Under Colorado's Open Records Act (CORA), all emails sent by or to this e-mail account may be subject to public disclosure

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, February 23, 2026 10:21 AM
To: Markalunas, Lisa <lisam@reesehenry.com>; City Council <council@aspen.gov>
Cc: Public Comment <publiccomment@aspen.gov>
Subject: Re: Please confirm these e-mail addresses are valid for public comments to City Council.

I am forwarding all these emails to the Clerk and Com Dev thank you

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From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Wednesday, February 18, 2026 4:48:29 PM
To: City Council <council@aspen.gov>
Cc: Public Comment <publiccomment@aspen.gov>
Subject: Please confirm these e-mail addresses are valid for public comments to City Council.

Please confirm these e-mail addresses are valid for public comments to City Council.

Lisa Markalunas
Client Accounting Services

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www.reesehenry.com | click here to securely send me files

REESE HENRY
CERTIFIED PUBLIC ACCOUNTANTS

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CARBONDALE 0326 Highway 133, Ste. 200 Carbondale, CO 81623

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Jeffrey Barnhill

From: Markalunas, Lisa <lisam@reesehenry.com>
Sent: Monday, February 23, 2026 7:50 PM
To: Rachael Richards; John Doyle; Bill Guth; Sam Rose; Christine Benedetti
Cc: Jeffrey Barnhill; City Council; Public Comment
Subject: Letter of Comment from Lisa Markalunas on Aspen Meadows Housing, 845 Meadows Road - Second Reading - Tuesday, 02/24/26
Attachments: Letter of Comment to City of Aspen City Council from Lisa Markalunas.pdf

Letter of Comment from Lisa Markalunas on Aspen Meadows Housing, 845 Meadows Road - Second Reading - Tuesday, 02/24/26

Please review and include in the public record.

I appreciate your consideration of these comments as part of your review process.

Thank you –
Lisa Markalunas
Lisa Markalunas
Client Accounting Services

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Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 5:00 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Physics Center housing

From: cmartin@ucsb.edu <cmartin@ucsb.edu>
Sent: Tuesday, February 17, 2026 4:58 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Physics Center housing

Hi,

I write in strongest support of the proposal to construct deed-restricted housing on the campuses of the Aspen Center for Physics, Aspen Music Festival, and the Aspen Institute.

Summer programs in astrophysics at the Aspen Center for Physics have played an important role in my development as a researcher. Fresh out of graduate school in the mid-1990s, a three week program facilitated establishing important, career-long collaborations. Later, in the rush to publish prior to my tenure review, three weeks in Aspen with my co-authors allowed me to get a critical paper submitted to the astrophysical journal. In the following decade, I went on to both lead workshops and then later serve ACP in an advisory role on program selection.

Each of these workshops has also been a return home to the mountains for me. While earning my undergraduate physics degree at the University of Colorado, I developed a love of climbing 14'ners and cross-country skiing. The subsequent opportunities to actually reside in Aspen developed my love of classical music and turned me into a cyclist. Developing on-site housing is a no-brainer. It will allow ACP visitors to continue to get around without the need of a car. It allows families of visiting scientists, artists, and thinkers to interact on the music festival lawn and the local playgrounds.

I am currently a physics professor at the University of California, Santa Barbara. The Munger Physics Residence is a recent addition to our Kavli Center for Theoretical Physics, the KITP. This residence offers a very successful proof of concept. Visitors love it.

Sincerely,
Crystal Martin

UNIVERSITY *of* PENNSYLVANIA

School of Arts and Sciences
Department of Physics and Astronomy
David Rittenhouse Laboratory
Philadelphia, PA 19104-6396

Philip Nelson
voice: (215)-898-7001
fax: 215-898-2010

February 17, 2026

Aspen City Council

Dear Friends:

I write in support of the proposed APCHA governed deed-restricted housing project for the Aspen Center for Physics, and respectfully ask the Aspen City Council approve this proposal.

I have come to Aspen dozens of times to participate in their scientific programs, starting in the mid 1980s. Aspen is almost another home to me. I have given the public Heinz Pagels lecture, served as a General Member, and engaged one-on-one with nonspecialist Aspen residents pursuing their scientific questions.

You will hear many others tell you about the transformative effect of ACP workshops, and certainly I am no exception. As an informal opportunity to meet the most exciting practitioners, to forge long-term collaborations with scientists I would not otherwise have met, and to pursue unexpected new leads, *it has no equal.*

But I want to add that none of that would have helped me, had I been unable as an early-career scientist to attend for financial reasons. At the most critical phase of my career, the Center was able to find affordable housing for nearly every participant *in the town of Aspen.* It is essential to its mission, and indeed to the science it fosters, that this unique feature be preserved.

Moreover, the informality of Aspen programs also always meant that crucial conversations in my life were unplanned and likely *would not have happened* had I been staying out of town. Here again, the truly unique value of ACP programs has (for me) relied on housing.

The effect on my and my colleagues' careers has been so profound that I have supported ACP with my own donations, but sadly I cannot significantly move the needle in this way.

I am very impressed by the ACP's careful planning of this proposal and its cooperation with Aspen's other priceless cultural centers.

ACP gives a lot back to its community, so I very much hope that Council will pass this APCHA governed deed-restricted housing project for Aspen Center for Physics.

Sincerely yours,



Philip Nelson
Professor of Physics

Jeffrey Barnhill

From: Mike Sear
Sent: Tuesday, February 17, 2026 11:24 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: ACP housing proposal
Attachments: 26-02-17ACPhousing.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Nelson, Philip C <pcn@physics.upenn.edu>
Sent: Tuesday, February 17, 2026 11:20 AM
To: Public Comment <PublicComment@aspen.gov>
Cc: acp@aspenphys.org
Subject: ACP housing proposal

Here is a letter in support of Aspen Physics Center's housing proposal. Thank you.

Sincerely yours

Philip Nelson
Professor

Letters:
Physics Univ Penn DRL
209 S 33d St
Philadelphia PA 19104
Parcels:
Physics Univ Penn DRL
C/O VLEST
204 S. 32nd street
Phila, PA 19104-4307
http://www.physics.upenn.edu/~pcn
215 898 7001 voice
215 898 2010 fax

Jeffrey Barnhill

From: Cory Garske
Sent: Friday, February 27, 2026 1:56 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Institute/Aspen Music Festival/Aspen Center for Physics housing

---

From: Maureen Poschman <maureen@promocommunications.com>
Sent: Friday, February 27, 2026 1:45 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Institute/Aspen Music Festival/Aspen Center for Physics housing

Dear Rachel, Christine, John, Sam, and Bill,

I'm writing to express my support for the housing project being proposed by Aspen Institute/Aspen Music Festival/Aspen Center for Physics. These three organizations are an integral part of Aspen's culture and future, and it's imperative that the community benefit is not overwhelmed by a few NIMBY West End homeowners.

These organizations are solving a piece of the community-wide housing problem by creating the opportunity for its staff and interns to live in deed-restricted housing governed by APCHA rules while simultaneously eliminating commutes, contributing to the community's housing solutions, and keeping the Aspen Idea alive.

It is a priority for our community's long term health that City Council approve this project, which will allow these crucial nonprofits to continue to hire and maintain a local workforce who can stay in Aspen, contribute to the vibrancy in town, and maintain the spirit that Aspen was founded on.

With warm regards,
Maureen Poschman
35 year resident of Aspen and the upper valley

MAUREEN POSCHMAN

M: +1 970.948.3176

INSTAGRAM @MAUREENPOSCHMAN

FB @PROMOCOMMUNICATION

PROMO
COMMUNICATIONS

Jeffrey Barnhill

From: Rachael Richards
Sent: Friday, February 27, 2026 4:40 PM
To: Jeffrey Barnhill
Subject: Fw: MESSAGE TO THE MAYOR AND CITY COUNCIL OF ASPEN COLORADO CONCERNING PROPOSED REAL ESTATE PROJECTS IN THE HISTORIC RESIDENTIAL WEST END NEIGHBOORHOOD

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From: Sam Mosher <sammosher1951@hotmail.com>
Sent: Friday, February 27, 2026 2:21 PM
To: Gene Powell <genepowell@dangensa.com>; City Council <council@aspen.gov>
Subject: Re: MESSAGE TO THE MAYOR AND CITY COUNCIL OF ASPEN COLORADO CONCERNING PROPOSED REAL ESTATE PROJECTS IN THE HISTORIC RESIDENTIAL WEST END NEIGHBOORHOOD

Thank you for sending and sharing this information... you show credibility and common sense... the West End of Aspen for my 53 years here has been a gift to so many including my adult children and grandchildren who are still enjoying this beautiful home... slow down in all our lives. Best , SAM

Get Outlook for iOS

From: Gene Powell <genepowell@dangensa.com>
Sent: Friday, February 27, 2026 1:46:20 PM
To: council@aspen.gov <council@aspen.gov>
Subject: MESSAGE TO THE MAYOR AND CITY COUNCIL OF ASPEN COLORADO CONCERNING PROPOSED REAL ESTATE PROJECTS IN THE HISTORIC RESIDENTIAL WEST END NEIGHBOORHOOD

As Aspen West End residents since 1997 and before that regular tenants in the *Residential* West End since the mid-1970s we want to thank the Mayor and City Council for their concern for our historic neighborhood. Your probing and prescient questions at the meeting earlier this week were much appreciated. Following up with that meeting we want to make the following strong and sincere comments and suggestions:

1. The Mayor made the observation, and I paraphrase, that the *Residential* West End is too important and these three projects raise enough questions that we need to slow this process down and get it right. We believe that the Mayor is exactly right!
2. The traffic in the *Residential* West End is currently a totally uncontrolled mess and at this no one can accurately predict what the new construction and the eventual occupancy of the projects will do to

exacerbate already horrendous traffic chaos. Thus the impact of these three projects warrant and the City should require a Level 2 Traffic Impact Analysis (TIA).

3. Following time-tested master planning guidelines strongly indicate that short-term housing is not appropriate in the *Residential* West End, particularly given the additional traffic it will generate. This additional traffic will simply add to an already chaotic situation.
4. The three houses proposed on W. North Street for visiting professors are inappropriate for this section of North Street and should be eliminated or relocated to the rear of the Physics property. The easement on W. North Street should not be altered.
5. In NO way are Affordable Housing Credits appropriate for this project.
6. Paid parking should be implemented in the *Residential* West End to address ongoing congestion. This will discourage participants from driving (and renting cars for visitors staying on property) and will encourage them to use public transportation
7. The proposed 4th Street entrance—where there currently is a bike and pedestrian path that is already being parked on and driven over—will become extremely dangerous for cyclists and pedestrians if formalized as an access point.
8. Council should consider a reduction in the total number of units, particularly given that many units are designated for part-time employees and visiting occupants rather than full-time local workforce housing.

Thank you for allowing us to provide this input. If these three projects are allowed to proceed on their current course they will drastically and dramatically impact the historic Aspen *Residential* West End in a negative way forever. As a result we would sincerely appreciate your serious consideration of our suggestions and comments made above. Aspen's historic *Residential* West End has been a much respected and desired residential location for at least a 120 years. Lets all slow down, take a deep breath and purposefully apply the Hippocratic Oath (First Do No Harm OR Primum Non Nocere) to all of our actions.

As partners and executives (CEO and Secretary) in one of San Antonio's leading real estate development company we have successfully faced similar problems many times in the past 45 years. We have always proceeded with an abundance of caution and extreme care whenever we create a project which will in any way impact existing neighborhoods and neighbors. We are hopeful that the same caution and care will be exercised

by all parties as we move forward with considering the three projects that are currently on the agenda.

Your time and thoughtful consideration is sincerely appreciated. Please feel free to call Gene (office 210-828-7333 or cell 210-260-4786) with any questions you might have.

Sincerely,

Dana and Gene Powell

820 and 822 West Smuggler

Aspen, Colorado

970-925-1836

Gene Powell
President

Wm. E. Powell & Co., Inc.
P: 210-828-7333 F: 210/828-2238
genepowell@dangensa.com

CITY OF ASPEN

City Council Regular Meeting – 2/24/26

Ordinance #05, Series of 2026 - Aspen Meadows Affordable Housing Project

Public Comment Sign In - Sheet A

Name:

1	John Bennett ✓	
2	~~Pete Bibee~~	
3	Steve Falender ✓	
4	Kay Eldredge Left	
5	Diane Moore ✓	
6	Carol Auld Left	
7	Shawn Gerum ✓ ✓	
8	Seth Berger Left	
9	Val Stevenson ✓ Bus in SV, A.C.P.	
10	Linda Davis Left	
11	FRANCIS STUCKENS Left	
12	Joseph Kistner ✓ physics	
13	Elyse Elliott Left	
14	Colleen Collins ✓ 65 year Resident	No parking Gillespie
15	Ryan Dan ✓ Attorney	Major Impact
16	AVA HARTMANN ✓ Aspen Institute employee	
17	Savannah Reid ✓ 775 Meadows Road	
18	PREM DEVADAS ✓ (Salamander)	
19	Claude SALTER Left	
20	NINA SALTER Left	

CITY OF ASPEN

City Council Regular Meeting – 2/24/26

Ordinance #05, Series of 2026 - Aspen Meadows Affordable Housing Project

Public Comment Sign In - Sheet B

Name:

1	Sherie Sack ✓ Lived 2 TIA.
2	GRACIECA HAIM ✓
3	LISA MARKALUNAS ✓ Formerly as ASK
4	John MARKALUNAS ✓
5	~~Evelyn Gates~~
6	Cristal Logan ✓
7	Grace ~~Gutierrez~~ Gutierrez ✓ 3rd ~~ST~~ ST
8	Emily Kolbe ✓ 4th ST.
9	Ilona Nemeth ✓ PRO
10	Peter Forrell ✓
11	Dave Wabs Walbert ✓
12	CHARLIE WILLIAMS ✓
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CITY OF ASPEN

City Council Regular Meeting – 2/24/26

Ordinance #05, Series of 2026 - Aspen Meadows Affordable Housing Project

Public Comment Sign In - Sheet C

	Name:	
1	Chris Bryan	✓ physic objection
2	Haley Carmer	✓ Boat Aspen move to 4th St.
3	Heather Stanton	✓ VP of AMM
4	Jenna Koch	✓ employee from C-dale
5	Kate Lanich	✓
6	SUSANNE MOFFSON	✓
7	Tracy Eggstand	✓
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Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, March 2, 2026 7:01 AM
To: Jeffrey Barnhill
Subject: Fw: March 10th City Council Meeting – West End Project Concerns

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From: Dennis Ratner <dfrhair@dfrholdings.com>
Sent: Monday, March 2, 2026 6:10:41 AM
To: City Council <council@aspen.gov>
Subject: March 10th City Council Meeting – West End Project Concerns

Aspen City Counsel:

I would like to voice my concerns for the upcoming meeting.

- This project should require a Level 2 Traffic Impact Analysis (TIA). Otherwise, they are only evaluated on what is occurring inside the campus and not outside in the West End.
- Short-term housing is not appropriate in the West End, particularly given the traffic it will generate.
- The three houses proposed on W. North Street for visiting professors should be eliminated or relocated to the rear of the Physics property. The easement on W. North Street should not be altered.
- Affordable housing credits are not appropriate for this project.
- Paid parking should be implemented in the West End to address ongoing congestion. This will discourage participants from driving (and renting cars for visitors staying on property) and will encourage them to use public transportation (or their bike if they want to attempt to fight through bumper to bumper traffic).
- The proposed 4th Street entrance—where there currently is a bike and pedestrian path that is already being parked on and driven over—will become extremely dangerous for cyclists and pedestrians if formalized as an access point.
- Council should consider a reduction in the total number of units, particularly given that many units are designated for part-time employees and visiting occupants rather than full-time local workforce housing.

I urge you to please consider what is most concerning to the Aspen Community.

Dennis Ratner

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:21 AM
To: Jeffrey Barnhill
Subject: Fw: Letter to Address Meeting on February 24th /Aspen Meadows Project

Get Outlook for iOS

From: Meaghan Rubey <meaghan.rubey@gmail.com>
Sent: Wednesday, February 18, 2026 3:52:13 PM
To: City Council <council@aspen.gov>
Cc: rrubey@gmail.com <rrubey@gmail.com>
Subject: Letter to Address Meeting on February 24th /Aspen Meadows Project

Dear City Council,

We want to be clear regarding what we are actually opposing re: The Aspen Meadows "Employee Housing Project". We are **NOT** opposing a project for full time employees to live on the Aspen Institute/Music Festival and Physics center campus. Our concerns focus on the lack of adequate mitigation for:

- Traffic impacts
- Infrastructure and neighborhood resources
- Environmental considerations
- The absence of true full-time employee housing

We are asking for responsible planning and meaningful mitigation, primarily with respect to the Physics application.

Thank you for listening and supporting both this organization and the West End neighborhood.

Best,

Meaghan and Robert Rubey
501 N. 7th Street
Aspen, CO 81611

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 9:51 AM
To: Jeffrey Barnhill
Subject: Fw: Pedestrian access from 8th Street Bus stop to Physics Center/Aspen institute/ Music School

Get Outlook for iOS

From: Meaghan Rubey <meaghan.rubey@gmail.com>
Sent: Sunday, February 22, 2026 12:35 PM
To: City Council <council@aspen.gov>
Cc: rrubey@gmail.com <rrubey@gmail.com>
Subject: Pedestrian access from 8th Street Bus stop to Physics Center/Aspen institute/ Music School

Dear Mayor Richards and City Council,

When you are walking the Aspen Meadows project tomorrow, I respectfully ask that you keep in mind that there is currently **no pedestrian connection to the 8th Street bus stop from N. 7th Street**.

Majority of pedestrians and bikers coming from the 8th Street bus stop and W. Hallam street walk down N. 7th Street to access the Physics Center, the Aspen Institute, and the Music School campus. Yet N. 7th Street is permitted to have parking on both sides while maintaining two-way traffic on an already narrow street. This creates an extremely narrow corridor between W. Smuggler and W. North Street.

During the summer months in particular, we regularly observe music students and program participants navigating this stretch — often with instruments or bags — in conditions that feel unsafe. It is concerning that we are not better supporting what is clearly a heavily used multimodal transportation route.

Additionally, as you continue your West End traffic study, please consider the unintended consequences of blocking N. 7th Street access to Main Street each evening. When this occurs, it pushes cut-through traffic coming from W. Francis Street deeper into the West End neighborhood.

These vehicles merge into a newly created four-way intersection and then proceed down W. Smuggler Street. From there, approximately half cut back up N. 8th Street to Main Street, while others continue down Power Plant Road and cut back up Cemetery Lane to Highway 82. This pattern completely defeats the intended purpose of limiting through-traffic and instead redistributes congestion and safety concerns further into residential streets.

My husband and I observe this pattern nightly between 4:00 p.m. and 6:00 p.m., and it is consistent.

As you evaluate both the Aspen Meadows project and broader traffic mitigation strategies, I urge you to create a safe, dedicated pedestrian and bike connection to the 8th Street bus stop down N. 7th Street

that would meaningfully improve access for students, staff, and visitors alike. Looking at these real-world traffic flows and pedestrian safety impacts together regarding connectivity, neighborhood livability, safety and true traffic calming should work hand in hand.

Thank you for your attention to this important matter.

Best,

Meaghan Rubey
501 N. 7th Street
Aspen
970-300-8685

From: Deborah and John Scott
715 West North Street
Aspen, CO 81611

To: Aspen City Council

Via email: council@aspen.gov

Re: Opposition to "Housing the Aspen Idea" Proposal – Aspen Center for Physics / Aspen Institute / Aspen Music School

Dear Commissioners,

As long-time homeowners at **715 West North Street**, we strongly oppose the current proposal to construct 60 housing units (106 bedrooms) by the Aspen Institute, the Aspen Music Festival, and the Aspen Center for Physics. While we support affordable housing for Aspen's workforce, this project is misaligned with that goal and poses serious negative impacts to our West End neighborhood.

Our concerns are as follows:

1. **Excessive Density and Limited Justification**
   The Physics Center has a small, seasonal staff. The request for 34 units (63 bedrooms) is disproportionate and unnecessary in scale, especially within an R-6 residential zone.
2. **Traffic, Parking, and Safety Impacts**
   The West End already suffers from heavy congestion tied to Institute, Physics and Music Festival events, construction, and inadequate parking. Adding 60 units with no additional parking will worsen safety risks for residents, visitors, and children. The loss of street parking and the large incremental vehicles and parking associated with the Physics units on North Street will create huge safety and traffic issues for existing North Street residents.
3. **Misuse of "Affordable Housing"**
   These units will function effectively as short-term rentals or seasonal accommodations for visiting academics — not year-round affordable housing for Aspen's workforce as proposed. The project will also require incremental service jobs (maintenance, housekeeping, transport, multi-year construction) with no housing for those workers.
4. **Loss of Historic Public Trail Access**
   The proposed North Street location for the Physics Center buildings would eliminate a longstanding pedestrian easement and walking path connecting residents to the Meadows. This path provides safe recreational access to the Meadows and avoids dangerous street traffic. Its removal would permanently harm community use of conserved open space.

Our Request
We respectfully urge the Commission to reject this proposal in its current form and instead encourage the applicants to:

1. Significantly reduce density and unit count,
2. Relocate housing proposed for the **Physics Institute to their large unused property behind (North) of their existing buildings on North Street or consider using their current physics parking area**, away from North Street which already has serious access, parking and traffic issues, and
3. Preserve all historic easements and recreational paths.

This project, as proposed, threatens the safety, accessibility, and livability of the West End while failing to meet Aspen's true affordable housing needs.

Thank you for your consideration of our concerns.

Sincerely,

Deborah and John Scott
715 West North Street
Aspen, CO 81611

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 4:46 PM
To: Jeffrey Barnhill
Subject: Fw: Concerned West End Homeowner Letter Regarding the Proposed Aspen Physics Housing Project
Attachments: City Council Letter 2_23_25.docx

Follow Up Flag: Follow up
Flag Status: Flagged

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From: John Scott <john@johnmscott.net>
Sent: Monday, February 23, 2026 3:31:02 PM
To: City Council <council@aspen.gov>
Subject: Concerned West End Homeowner Letter Regarding the Proposed Aspen Physics Housing Project

Please see attached letter. Thank you.

Regards,

John M. Scott
US Mobile: +1 214 244 4979
Email: john@johnmscott.net

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:16 PM
To: Jeffrey Barnhill
Subject: Fw: Support the housing project for the Aspen Center for Physics

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 10:13:09 AM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Support the housing project for the Aspen Center for Physics

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Cory Garske <cory.garske@aspen.gov>
Sent: Tuesday, February 17, 2026 9:04 AM
To: City Council <council@aspen.gov>
Cc: Public Comment <PublicComment@aspen.gov>
Subject: FW: Support the housing project for the Aspen Center for Physics

From: Stephen Shenker <stephen.shenker@gmail.com>
Sent: Monday, February 16, 2026 5:59 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Support the housing project for the Aspen Center for Physics

To the Aspen City Council:

It is critical and urgent that the Aspen City Council approve the APCHA governed deed-restricted housing project for the Aspen Center for Physics as discovery and curiosity are at the heart of the Aspen Idea and housing for scientists will keep this idea alive, reduce commutes, and contribute to the
cultural richness that defines Aspen.

I am a physicist who has been coming to the Aspen Center for Physics for almost 50 years. I have been lucky to have made some significant contributions to my field during my career. Several of the key ideas underlying these contributions were developed during discussions at the Center. I think it is fair to say that the Center is a unique incubator for discovery. There is really no other place like it in the world.

But the Center is facing an existential crisis due to the lack of affordable housing for summer visitors. Without this housing project I think there is a very real possibility that the Center will wither and die. That would be a tragedy: for me personally; for the field of Physics; and for the town of Aspen, which is enriched by the Center's presence.

So in closing, I urge Council to pass this APCHA governed deed-restricted housing project for the Aspen Center for
Physics. It will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programming for decades to come.

Sincerely,

Stephen Shenker
Richard Herschel Weiland Professor
Stanford University

Jeffrey Barnhill

From: Rachael Richards
Sent: Tuesday, February 24, 2026 1:32 PM
To: Jeffrey Barnhill
Subject: FW: City Council Meeting-February 24th- Please include this email in tonight's meeting

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: Albert Small <asmall@southernengineeringcorp.com>
Sent: Tuesday, February 24, 2026 12:37 PM
To: City Council <council@aspen.gov>
Subject: City Council Meeting-February 24th- Please include this email in tonight's meeting

To Whom It May Concern and Members of the City Council,

I am writing as a longstanding visitor and member of the Aspen community dating back to 1966. I own several properties, including our family home located at 531 W. North Street, which is proximate to the subject of tonight's hearing. In addition, my family and I have been long-time supporters of both the Aspen Institute and music festivals, firmly believing that they both represent cultural pillars in the community and are important to the fabric that makes Aspen unique and great!

My concerns with this proposal are as follows, and are not unique or in order of priority:

1. Traffic & Parking

Main Street and Smuggler are obviously unacceptable thoroughfares, and this project will surely exacerbate the conditions, likely bleeding into our neighboring streets. This is despite the intention of

providing employees with walkability to their campus jobs. Resident and guest parking should be limited and oriented away from 3rd-7th Streets and North Street. Additional bus routes, bikes, and limited guest passes, as well as other issues, should be considered.

2. Architecture

The style, appearance, and materials should be compatible with the existing "all single-family home" neighborhood. Houses should not read as multi-family, but rather as homes with front doors, stoops, and sidewalks facing the streets. Garages, trash, etc. should be located in the rear, alley style. Height, view, sheds, and sun/shades should be considered and adjustments made.

3. Maintenance Covenants

Residents and guests should be bound by covenants to limit noise, lighting, trash, bikes, and other equipment being strewn across the front yards.

4. Density

Sixty (60) units with the possibility of 150 residents or more seems like a lot. Please consider fewer units.

5. Community Benefits

As a developer, I know all too well the obligation to provide the existing community with some benefits. Possible ideas are listed below.

- A 7-10:30am morning coffee outpost serving light breakfast and a spot for neighbors to gather and socialize.
- Better street lighting.
- Alleyway improvements
- Screening for parking lot at tent
- A small seating or park area (dog park)

In conclusion, I do not believe the current submission and proposal is acceptable. However, I believe that with a reduction of units and serious address to the issues stated above, this project could become an acceptable and supported underpinning for the Institute and music festivals.

Sincerely,

Albert H. Small, Jr.

Dear Aspen City Council, February 18, 2026

I am writing today to express my support for the Aspen Center for Physics, the Aspen Music Festival and School and the Aspen Institute's applications to develop local deed-restricted housing for their staff, visiting scientists, artists and innovators. Each of these organizations have contributed immensely to our Aspen heritage and the richness of life both locally and internationally. I cannot imagine Aspen without the vision and energy these three world class organizations have brought to our community.

The leadership these organizations have shown to solve their own housing challenges on land they own is thoughtful and integral to sustaining their missions and programming. This will allow them to recruit and retain the highest caliber of scientists, artists and innovators. People from around the world are drawn to visit, live, and work in Aspen because of their excellence.

Housing staff and visitors on-site is environmentally prudent by decreasing automobile traffic on our local streets and on Hwy 82, and their on-site housing gives our hardworking locals more opportunity to find APCHA housing and scarce reasonably priced free market rentals.

Speaking personally and as the director of the Soldner Center for the Arts and Innovation a local nonprofit, we have found it extremely challenging to find and offer affordable places to stay for non-locals who wish to participate in our workshops. This has inhibited registrations because there are no affordable hotels or rentals for our national visitors.

We sympathize with the housing challenges these remarkable and important institutions are facing. I urge Aspen City Council to pass these APCHA governed deed-restricted housing projects.

As organizations that serve as ongoing stewards of the Aspen Idea, the goal of housing staff and visiting professionals is an extension of the legacy of Aspen as a place that fosters and cares for the mind, body, and spirit.

Stephanie Soldner

Aspen, Colorado

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 10:01 AM
To: Jeffrey Barnhill
Subject: Fw: Physics Center, MAA & School, Aspen Institute Housing
Attachments: Dear Aspen City Council.docx

This one went to Council but Not You and Com Dev

Get Outlook for iOS

From: Stephanie Soldner <dreamindigo@gmail.com>
Sent: Friday, February 20, 2026 7:16 PM
To: Rachael Richards <rachael.richards@aspen.gov>; John Doyle <John.Doyle@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; Bill Guth <Bill.Guth@aspen.gov>; Sam Rose <Sam.Rose@aspen.gov>
Subject: Physics Center, MAA & School, Aspen Institute Housing

Hello members of Aspen City Council,
Please accept my letter into the record regarding the proposed deed restricted affordable housing proposal for the Physics Center, Aspen Music Festival and School, and the Aspen Institute.
Thank you,
Stephanie Soldner
Aspen

Jeffrey Barnhill

From: Cory Garske
Sent: Tuesday, February 17, 2026 1:13 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing the Aspen Idea project

Follow Up Flag: Follow up
Flag Status: Flagged

From: Sally <sally.spaulding@gmail.com>
Sent: Tuesday, February 17, 2026 1:12 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Housing the Aspen Idea project

Dear Aspen City Council,
I am writing in support of the Housing the Aspen Idea project, which will bring much-needed housing to the West End. As you know, the Aspen Idea is the balance of mind, body, and spirit. And as someone who had to leave Aspen due to the Aspen Idea being increasingly unattainable for me and my family, I am a fierce advocate (even from afar) for new opportunities that allow more locals to live and work in Aspen. Because a balanced life in harmony with the Aspen Idea means time spent investing in one's community -- not commuting.

For these vital nonprofits to have their own deed-restricted housing (on land they already own!) is not only beneficial for their continuance, it's also a boost for the community overall. I've been influenced greatly by their free and affordable community programming as well as efforts to build a better society. In addition, each of them provides so much economic impact to town as cultural pillars that set Aspen apart and positively drive tourism.

Aspen still feels like home to me because of the vibrant community I found there, but I worry often for its future whenever I return: each time another local store/restaurant has closed and another friend has had to move. I believe it's vital for the community's longevity for the City Council to approve this project to help keep Aspen as alive as possible.

Sincerely,
Sally Spaulding (Former City of Aspen community relations officer, former Aspen Skiing Company employee, and former Aspen Film board member to name a few community ties - I still fiercely love this community)
728 N Santa Paula Pl.
Boise, ID

ASPEN WORDS
aspen institute

February 23, 2026

Dear Aspen City Council,

I am writing to express my strong support for the rezoning and affordable housing proposals advanced by the Aspen Music Festival and School, the Aspen Institute, and the Aspen Center for Physics.

As Managing Director of Aspen Words, which is a program of the Aspen Institute, I co-lead an organization dedicated to the power of storytelling, dialogue, and the written word. Our work depends on attracting thoughtful, creative, and committed professionals who believe in the importance of literature and public discourse. Increasingly, however, the lack of attainable housing poses one of the most significant barriers to sustaining that work. When prospective employees cannot envision a stable future here, recruitment becomes more difficult and retention more uncertain.

When I joined Aspen Words in 2013, I was able to secure affordable housing, which made it possible for me to say yes to the opportunity and put down roots here. Today, I worry that emerging nonprofit arts and culture leaders are not afforded that same chance. Housing is not simply a logistical concern — it is foundational to community continuity. For organizations like ours, stability allows staff to build long-term relationships with local partners, schools, aspiring writers, and audiences. It supports deeper engagement and enables us to plan ambitiously for the future rather than operate in a constant state of transition.

I commend these institutions for proactively addressing the housing needs of their workforce. Employer-driven solutions represent a responsible approach to one of Aspen's most pressing challenges. By helping ensure that the people who contribute to our intellectual and cultural life can also live here, this initiative strengthens the entire community.

I respectfully encourage you to support this proposal and help advance meaningful workforce housing solutions.

Thank you for your consideration.

Sincerely,

Caroline Tory
Managing Director, Aspen Words

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 1:11 PM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Letter of support for
Attachments: Letter of Support - Housing Project.docx

Follow Up Flag: Follow up
Flag Status: Completed

From: Caroline Tory <Caroline.Tory@aspeninstitute.org>
Sent: Monday, February 23, 2026 1:09 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Letter of support for

Dear Aspen City Council,

Please find attached my letter of support on behalf of Aspen Words for the “Housing the Aspen Idea” project.

Best,
Caroline Tory
--
Caroline Tory | Managing Director
Aspen Words, a program of the Aspen Institute
110 E. Hallam St, Suite 109
Aspen, CO 81611
970-925-3122 ext 3

Jeffrey Barnhill

From: Ben Anderson
Sent: Tuesday, February 17, 2026 2:16 PM
To: Jeffrey Barnhill
Subject: Fw: Request Support for "Housing the Aspen Idea Project"

Follow Up Flag: Follow up
Flag Status: Flagged

From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Tuesday, February 17, 2026 10:13:55 AM
To: Ben Anderson <ben.anderson@aspen.gov>
Subject: FW: Request Support for "Housing the Aspen Idea Project"

CITY OF ASPEN

Rachael E. Richards
Mayor of Aspen
(C): 970.471.8329
427 Rio Grande Pl, Aspen, CO
City Website: aspen.gov

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From: beckyward@comcast.net <beckyward@comcast.net>
Sent: Monday, February 16, 2026 8:54 PM
To: Rachael Richards <rachael.richards@aspen.gov>; John Doyle <john.doyle@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Sam Rose <sam.rose@aspen.gov>
Cc: beckyward@comcast.net
Subject: Request Support for "Housing the Aspen Idea Project"

Dear City Council Member:

I am writing to support the “Housing the Aspen Idea Project” submitted by the Aspen Institute, Aspen Music Festival and School, and Aspen Physics Center. I worked for the Aspen Institute for 25 years (retiring in 2020) and know firsthand the need for, and difficulty in securing housing for our year-round and seasonal staff. I am strongly in favor of utilizing land on the Aspen Meadows Campus for this important and much needed housing.

One of the unique qualities of Aspen is that affordable housing can be mixed with free market housing—and it benefits everyone! The Aspen subdivision where we live (Five Trees) has equal number of free market houses as compared to affordable homes. This has not diminished the values of the free market homes and it adds diversity and life to our neighborhood.

Another benefit of housing staff on the Aspen Meadows campus is it will allow employees to live where they work, which will cut down on car traffic coming into Aspen. Another great example of housing staff “where they work” is the employee housing located at Aspen Center for Environmental Studies (ACES) Hallam lake campus.

Thanks for weighing these positive factors when you consider the “Housing the Aspen Idea Project.”

Becky Ward
40 year Aspen Resident

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 10:06 AM
To: City Council
Cc: Jeffrey Barnhill
Subject: FW: Aspen Meadows Housing Plan Responses to Aspen City Council
Attachments: Music Project-r01.pdf

City Council members,
Please see the below public comment email and related attachment that was sent to Mayor Richards.

Thanks,

CITY OF ASPEN

Mike Sear *(He/Him/His)*
Deputy City Clerk
(O): 970.429.2687
www.aspen.gov

My typical in-office hours are Monday – Friday, 8:30am – 5pm.

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From: Rachael Richards <rachael.richards@aspen.gov>
Sent: Monday, February 23, 2026 10:03 AM
To: Mike Sear <mike.sear@aspen.gov>
Subject: Fw: Aspen Meadows Housing Plan Responses to Aspen City Council

Send to Jeffery B Too!

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From: Jeffrey Wechsler <wexjam@mac.com>
Sent: Friday, February 20, 2026 2:17 PM
To: Rachael Richards <rachael.richards@aspen.gov>
Subject: Aspen Meadows Housing Plan Responses to Aspen City Council

Mayor Richards,

I just read the responses to your councils comments regarding the Aspen Meadows Housing Plan. I would ask if the traffic experts even visited Fourth and Gillespie during their study.

How can your council consider this project without the results of your recently approved traffic study? The city is spending $400,000 on a study which should be studied during the peak summer time when traffic is at its all-time

worst. Also taking into account this new project and the added density.

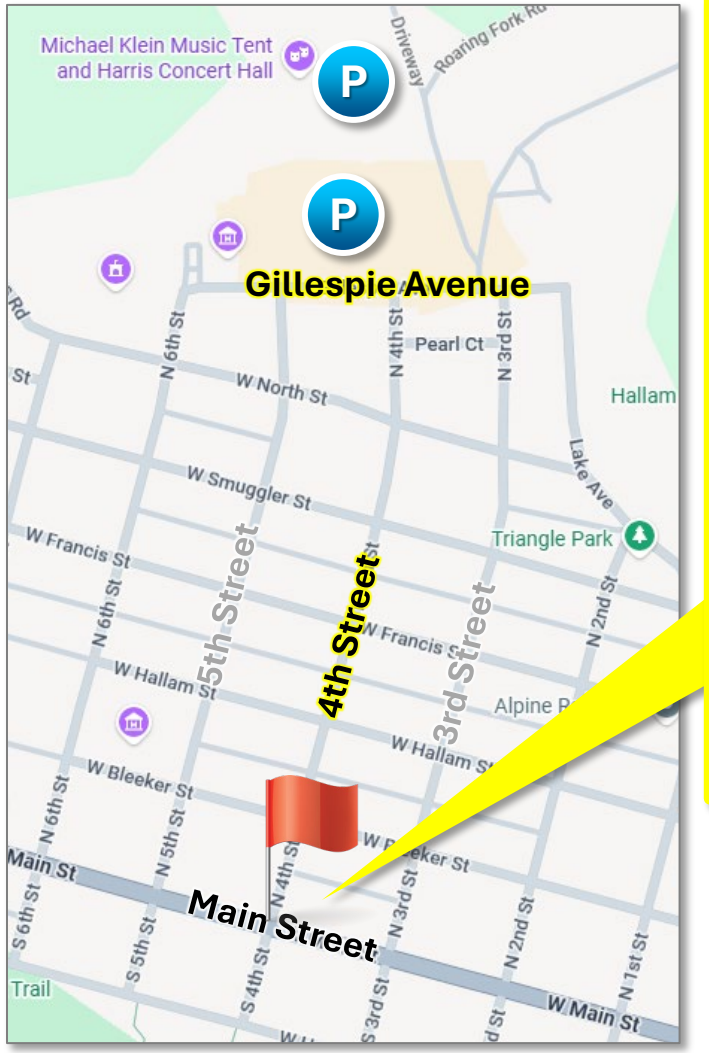
During your scheduled site visit on February 23, please take the time to look at the proposed entrance at Gillespie and Fourth. Look up Fourth and take into account the snow covered pedestrian/ bike lane which protrudes a third of the way into the street. This makes Fourth street only 17 feet wide for two way vehicle access. It cannot accommodate congested two way vehicle traffic, pedestrians and bicycles in a safe manner.

I implore you to really study Fourth and Gillespie and my simple solution (attached) before rendering a decision.

Thank you in advance

Jeffrey R. Wechsler
President
24..7 Sports Management, LLC.

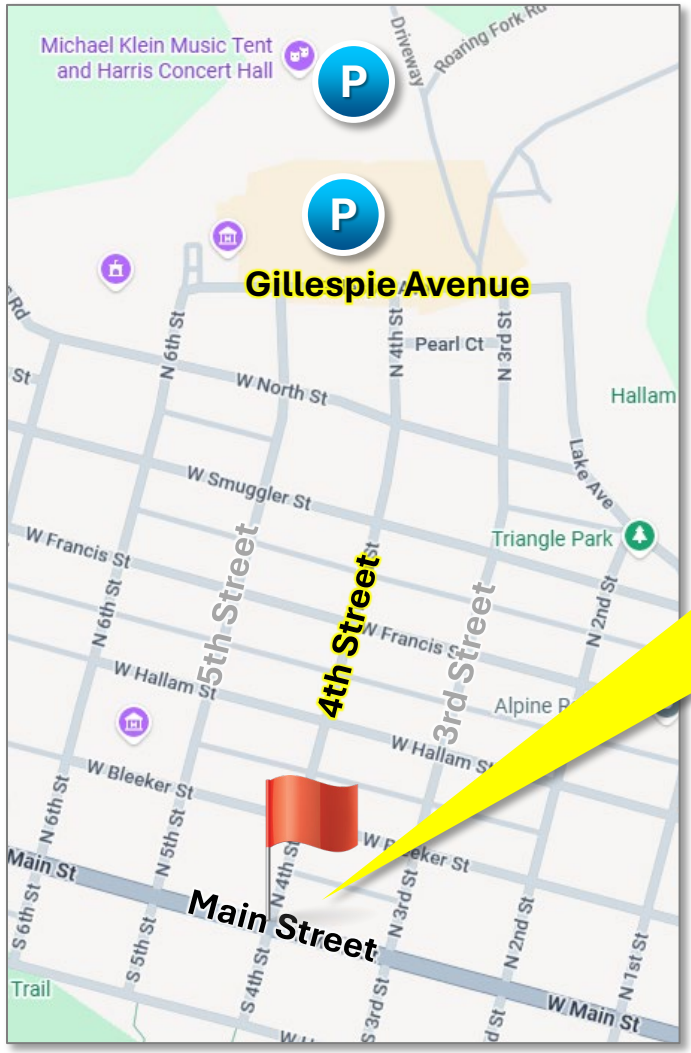
Intersection of 4th Street and Main Street





- Flashing Crosswalks servicing Inbound and Outbound Bus Stops.
- 4th St. is **Extremely Narrow** and Has **Significant Pedestrian/ Biking Use** from Main St. to the Parking Lot on Gillespie St.

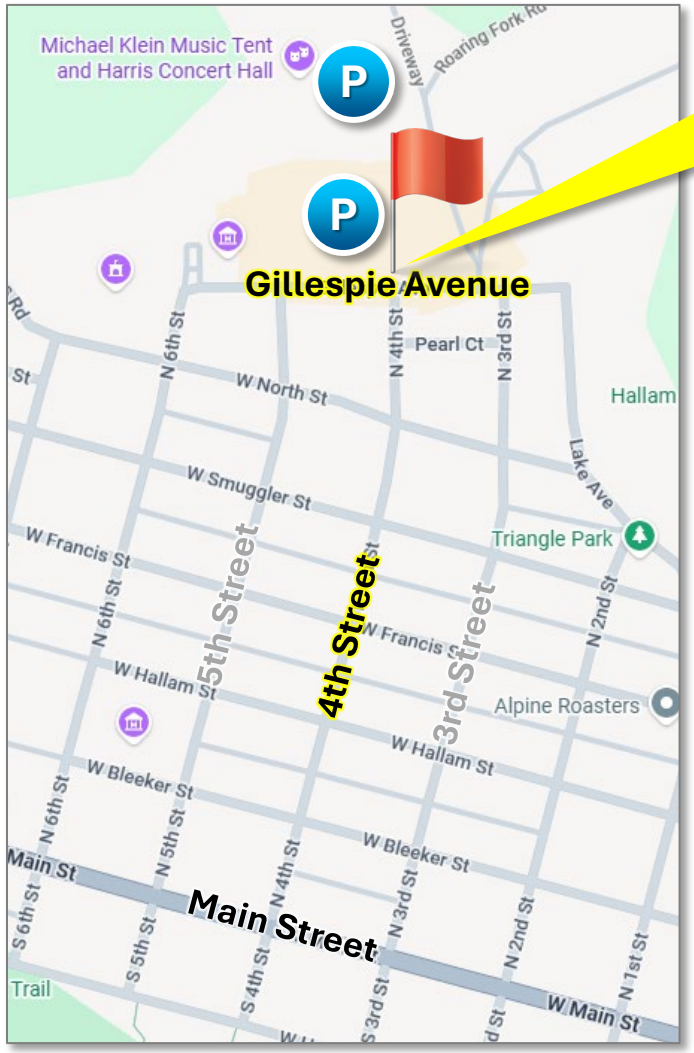
Intersection of 4th Street and Main Street

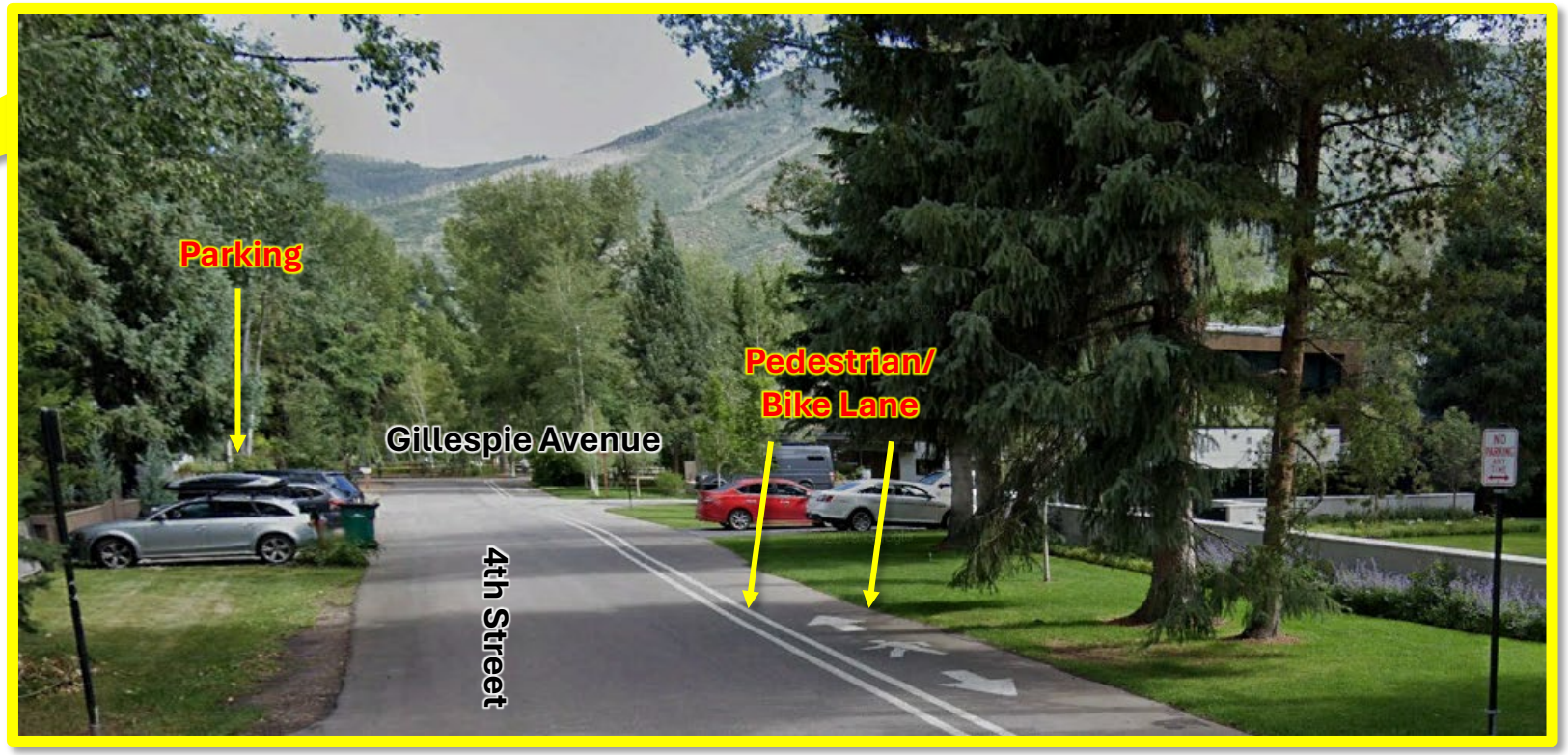




- Flashing Crosswalks servicing Inbound and Outbound Bus Stops.
- 4th St. is **Extremely Narrow** and Has **Significant Pedestrian/ Biking Use** from Main St. to the Parking Lot on Gillespie St.

Intersection of 4th Street and Gillespie Avenue



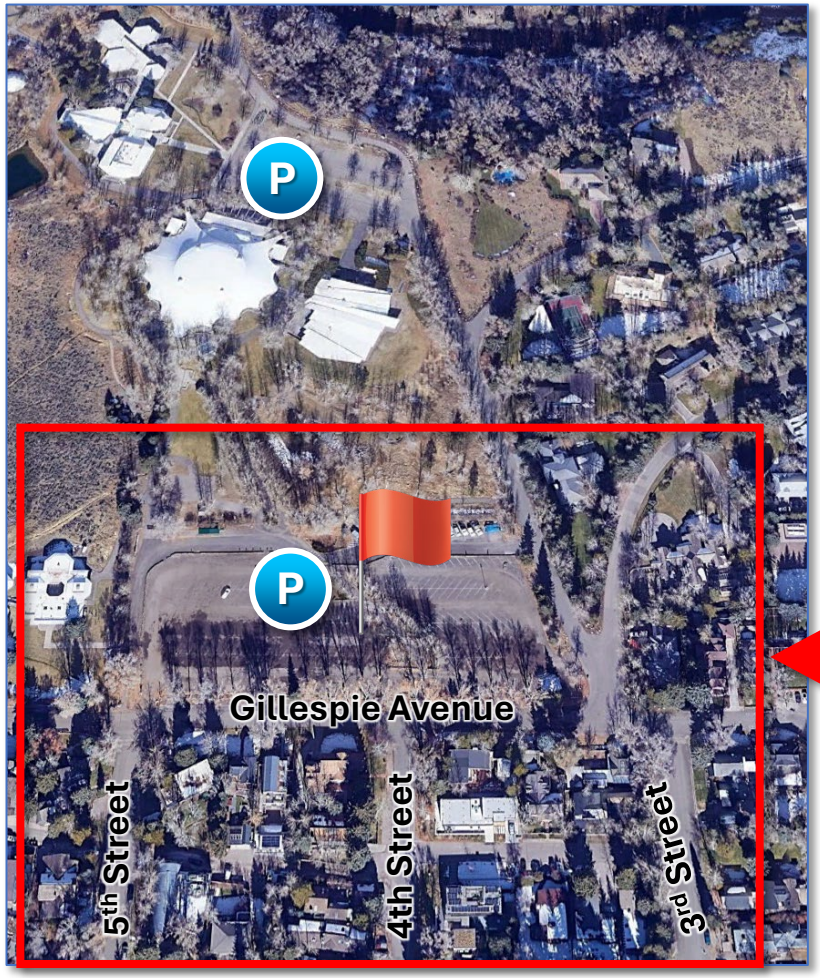


- 4th St. is **extremely narrow** with the Pedestrian/Bike Lane.
- The proposed entrance will move the traffic to 4th St. and create a **dangerous environment** for pedestrians, bikers and the neighborhood.

Current Parking Lot on Gillespie Avenue

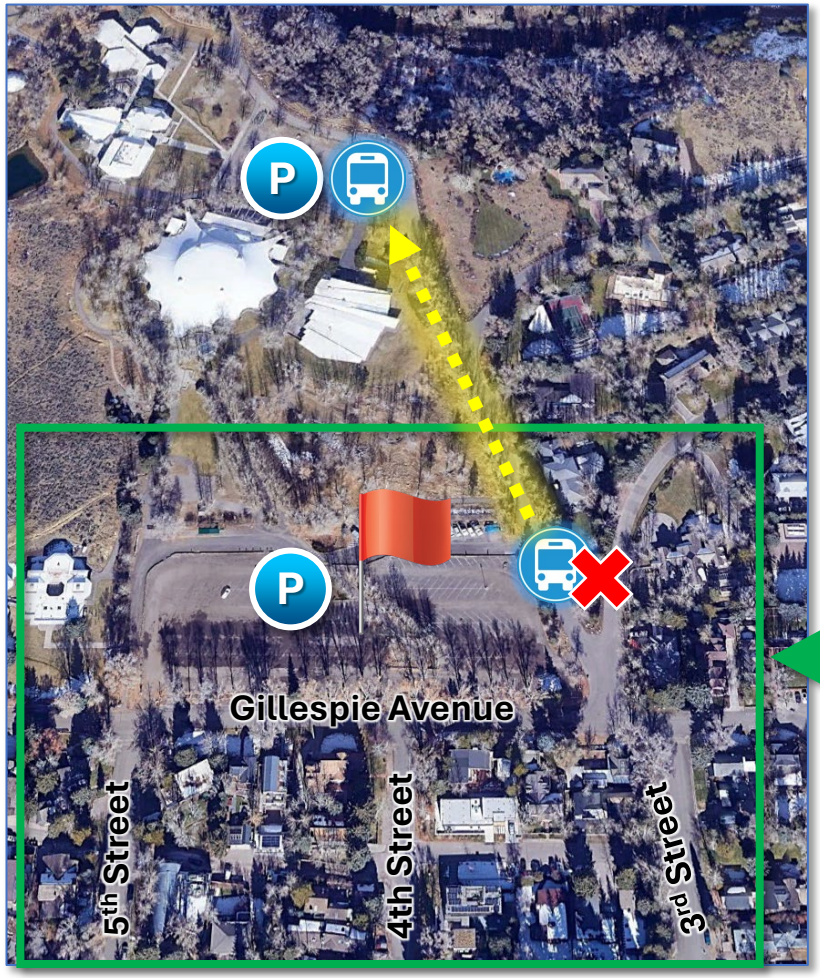


Aspen Meadows Land Use Plan





Proposed Changes: No 4th Street Entrance, Add Foliage and Move Bus Stop to Nearby Theater Lot

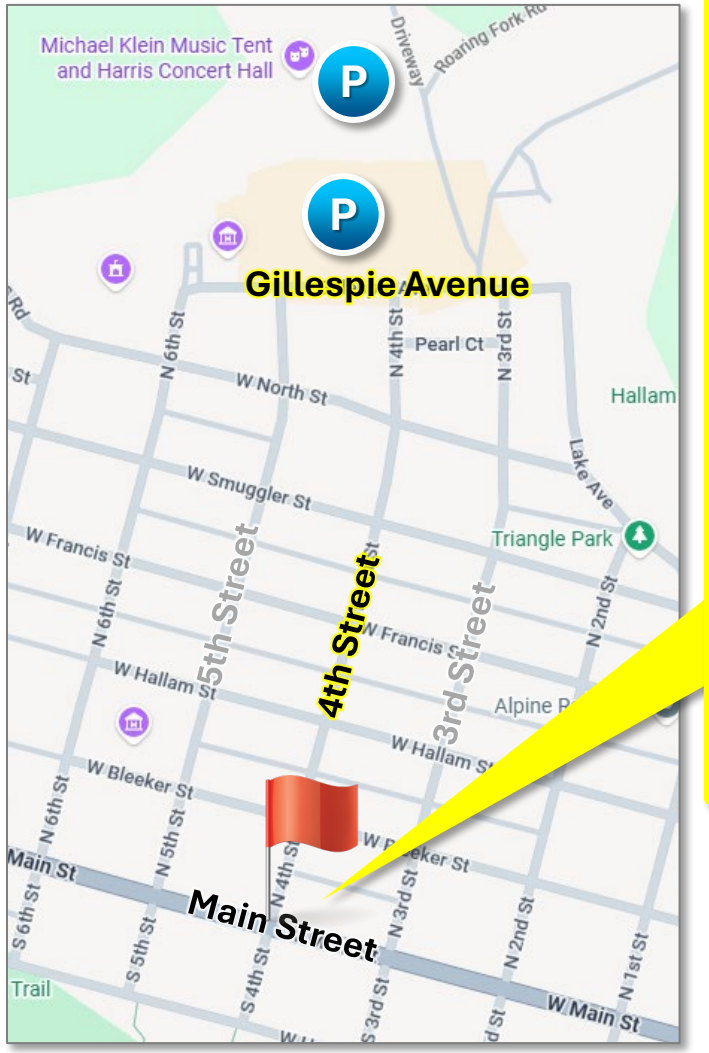




4th Street is Extremely Narrow and Is Utilized Heavily by Pedestrians



Intersection of 4th Street and Main Street





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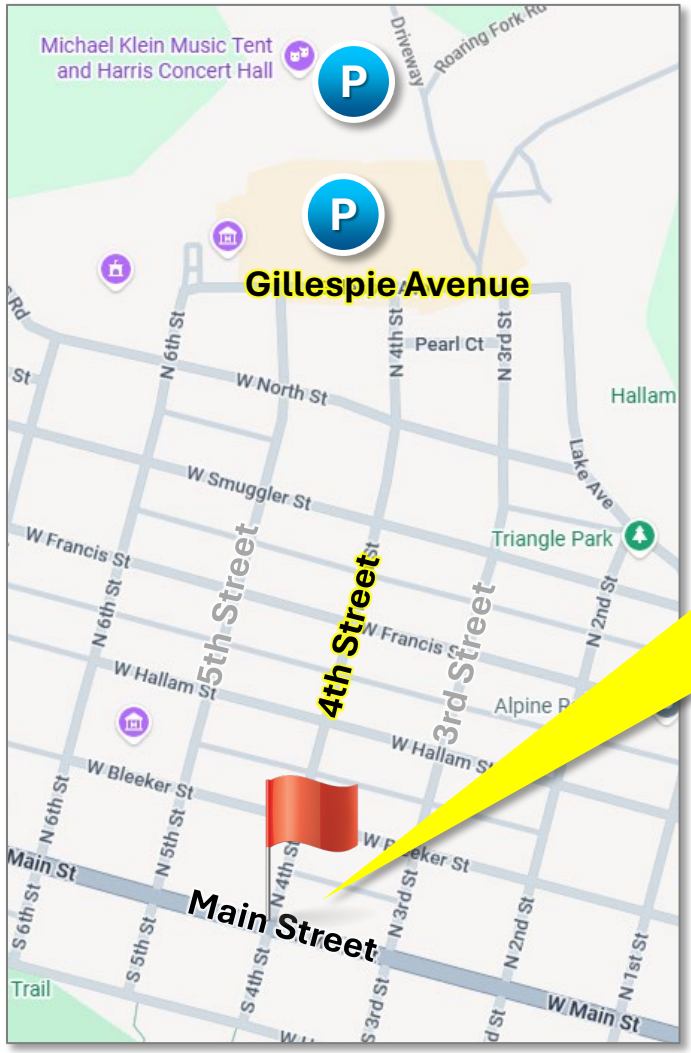
Intersection of 4th Street and Main Street





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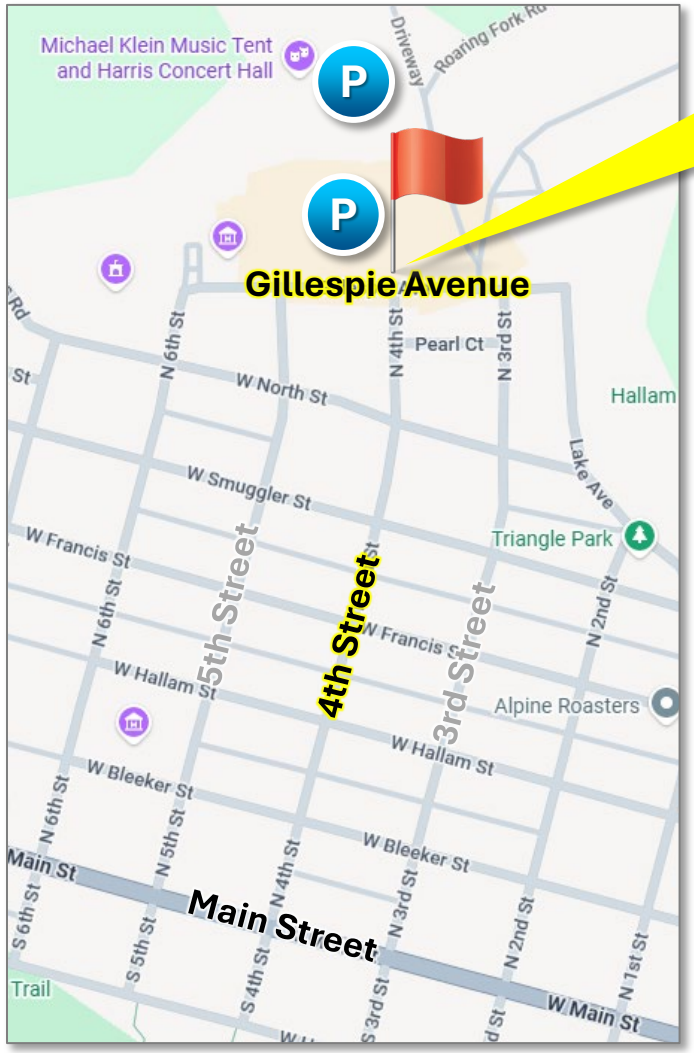
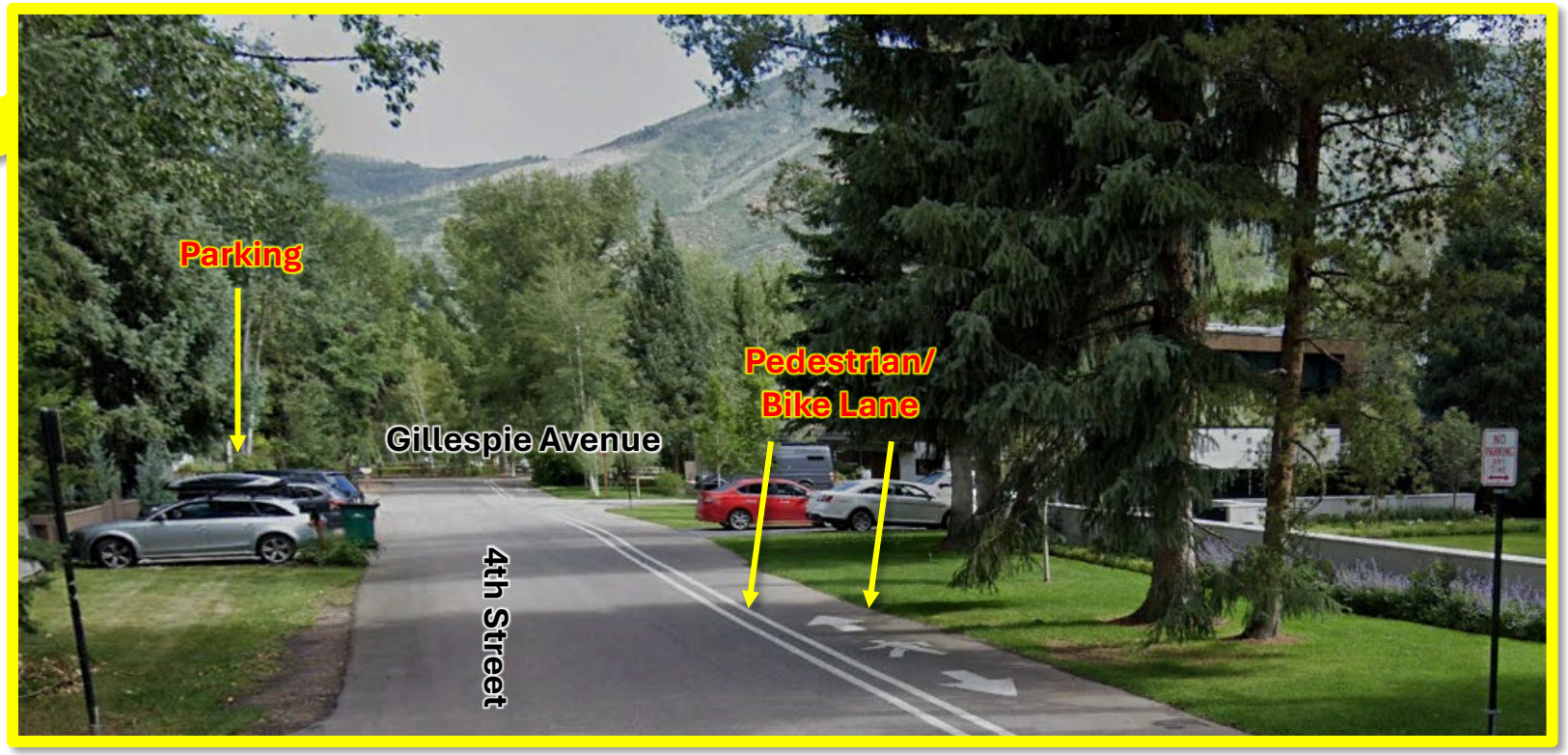
Intersection of 4th Street and Gillespie Avenue



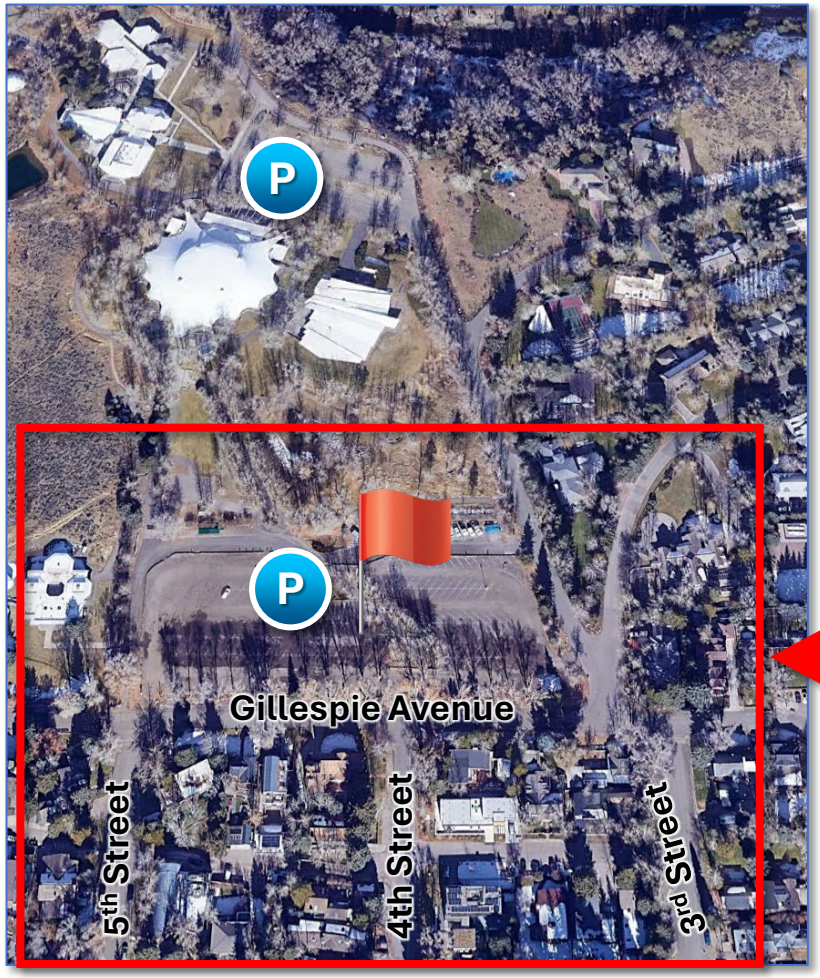


- 4th St. is **extremely narrow** with the Pedestrian/Bike Lane.
- The proposed entrance will move the traffic to 4th St. and create a **dangerous environment** for pedestrians, bikers and the neighborhood.

Current Parking Lot on Gillespie Avenue

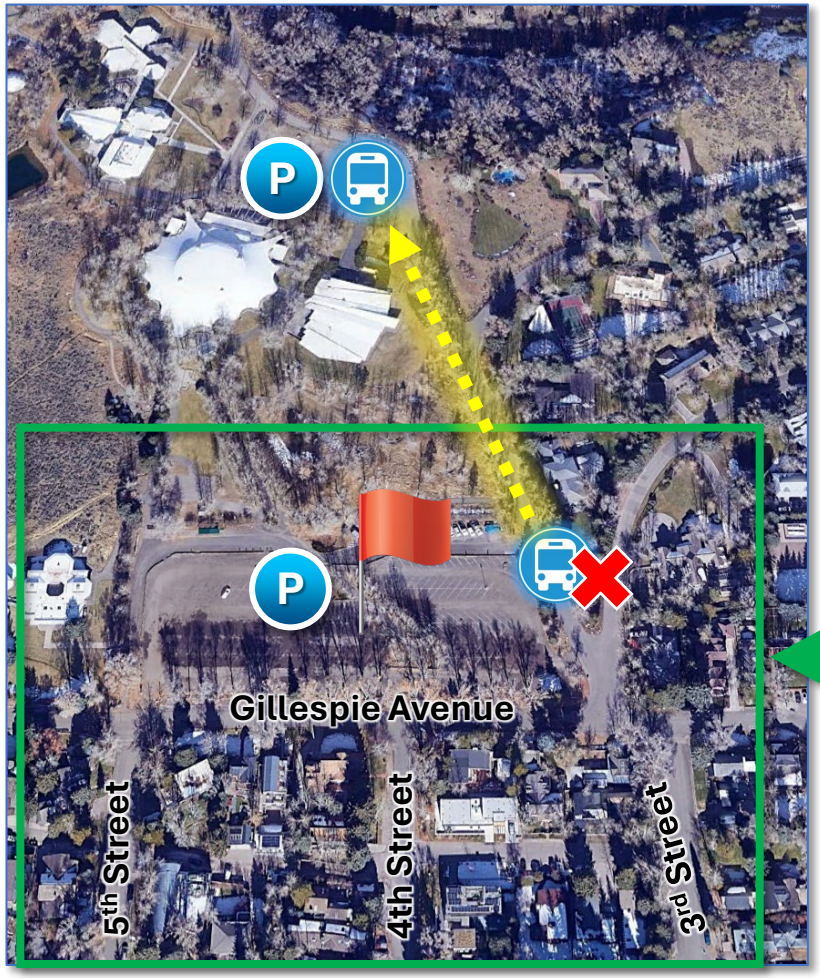


Aspen Meadows Land Use Plan





Proposed Changes: No 4th Street Entrance, Add Foliage and Move Bus Stop to Nearby Theater Lot





4th Street is Extremely Narrow and Is Utilized Heavily by Pedestrians



Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 9:52 AM
To: Jeffrey Barnhill
Subject: Fw: Aspen Meadows Housing Plan Responses to Aspen City Council
Attachments: Music Project-r01.pdf

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From: Jeffrey Wechsler <wexjam@mac.com>
Sent: Saturday, February 21, 2026 10:37 AM
To: City Council <council@aspen.gov>
Cc: John Doyle <john.doyle@aspen.gov>; Bill Guth <bill.guth@aspen.gov>; Sam Rose <sam.rose@aspen.gov>; Christine Benedetti <christine.benedetti@aspen.gov>
Subject: Aspen Meadows Housing Plan Responses to Aspen City Council

During your scheduled site visit on February 23, please take the time to look at the proposed entrance at Gillespie and Fourth. Look up Fourth and take into account the snow covered pedestrian/ bike lane which protrudes a third of the way into the street. This makes Fourth street only 17 feet wide for two way vehicle access. It cannot accommodate congested two way vehicle traffic, pedestrians and bicycles in a safe manner.

I implore you to really study Fourth and Gillespie and my simple solution (attached) before rendering a decision.

Thank you in advance

Jeffrey R. Wechsler
President
24..7 Sports Management, LLC.

Jeffrey Barnhill

From: Cory Garske
Sent: Friday, February 20, 2026 8:54 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Housing the Aspen Idea

Follow Up Flag: Follow up
Flag Status: Flagged

-----Original Message-----
From: Rosemary Wyse <wyse@jhu.edu>
Sent: Friday, February 20, 2026 8:45 AM
To: Public Comment <PublicComment@aspen.gov>
Cc: ACP Aspen Center for Physics <acp@aspenphys.org>
Subject: Housing the Aspen Idea

Dear Council: It is critical and urgent that the Aspen City Council approve the APCHA governed deed-restricted housing project for the Aspen Center for Physics, as discovery and curiosity are at the heart of the Aspen Idea and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen. I thus write in support of the Housing the Aspen Idea project, which is a partnership among the Aspen Institute, Aspen Music Festival and School, and Aspen Center for Physics, by which these three non-profits seek permission to build deed-restricted housing on their (fully owned) campuses.

I am an astrophysicist who first experienced the unrivalled environment of the Aspen Center for Physics (ACP) in the late 1980s, when I was a junior researcher. I am now a member of the National Academy of Science and owe much of my achievements over my career to the stimulating ideas I encountered, and the lively discussions I held with other physicists, during both summer workshops and winter conferences at the ACP. There is no other institution in the USA that offers the same possibilities for deep thought and collaboration.

The ACP is not immune to the changes that Aspen has undergone over the past few years and even decades, while maintaining its place in the community of ideas, engaging the public through lectures and dialogs with participating physicists. I myself have enjoyed interacting with the audience at the Wheeler Opera House on more than one occasion. But the increasing challenge of finding affordable housing is becoming critical, with more participants having to stay down-valley and thus adding to the daily commute into and out of Aspen. The stock of apartment/condo building that ACP could lease over the summer is rapidly vanishing.

These three non-profits, each of which makes a unique contribution to the distinct Aspen zeitgeist, are together providing visionary leadership to solve their own housing problem themselves. They have proposed a values-led project that not only positions all three nonprofits to care for their own staff and scholars, but also to care for the preservation of open space, the rural nature of the Aspen Meadows campus, and to prioritize sustainable building practices.

I urge Council to pass this APCHA governed deed-restricted housing project. For the Aspen Center for Physics in particular, which I know best, as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution, while benefiting the community with scientific and educational programming for decades to come.

sincerely,

Rosemary Wyse
Alumni Centennial Professor
Physics and Astronomy
Johns Hopkins University

ON PHYSICS: Aspen and the Cosmos

I first came to the Aspen Center for Physics in the summer of 1989, the year after I got my PhD. I was floundering in a postdoc position at a large university, isolated in my position with no one to collaborate with and certainly no one to mentor me. I had one interaction with some senior folks that ended with acrimonious accusations about who thought of something first. I was making plans to quit physics, as it clearly wasn't working out.

I arrived in Aspen and fell in love with the mountains, the trails, and the music. But I also met people at the Center, people at all levels of seniority, people who bantered and teased, but fundamentally treated one another with respect. We went on long hikes, talked about developments in China, the local bakery, and physics. Every night, we met at one of the condos the Center had rented for us and shared dinner and talked. During the day, we huddled around blackboards at the Center. One night, someone took out a guitar, started playing something, and I realized I felt comfortable with these people and enjoyed working with them. I decided to try to stay in physics.

I thought of that summer a few weeks ago when Jessie Muir, a newly appointed Assistant Professor in the Physics department at the University of Cincinnati, gave a talk at Fermilab, the large national lab just outside Chicago that focuses on fundamental physics. Jessie was reporting final results released by the Dark Energy Survey (DES), a large collaboration of scientists and engineers spanning dozens of institutions and countries.

The idea for DES was hatched at Fermilab 20 years ago; its 570-megapixel camera was built there, then shipped to a mountaintop in Chile and placed on a large telescope. Over the course of 6 years, DES surveyed the sky, finding hundreds of millions of galaxies -- each of which contains hundreds of billions of stars. The key science of DES is built on the fact that light travels at a finite speed so when we see a distant galaxy today, the light we see was actually emitted from that galaxy long ago, often billions of years ago. Thus the image of a galaxy obtained by DES shows us what the galaxy looked like back then - DES allows us to see into the past! Jessie (and the rest of us) used this tool to show that the universe is expanding at a faster rate today than in the past – it's actually accelerating. This acceleration can occur only if the universe is dominated by a mysterious form of energy. We call that type of energy, energy that can accelerate the universe, *dark energy*. We have a name for it but don't know what it is. The working hypothesis is that it is the energy of empty space, but calculations about how much energy empty space should carry lead to ridiculous predictions. DES was conceived to shed some light on dark energy and indeed it did provide the most precise measurement yet of some of its properties. Still, as Jessie emphasized, we haven't quite nailed it. There is lingering uncertainty as to whether dark energy is the energy of empty space, or maybe something else, something that would require us to modify our fundamental understanding of space and time.

Jessie showed slides with these results, but also pictures of the many people who made DES work, and that brought me back to my experiences at Aspen. At Aspen, my peers and I learned how to collaborate: we shared ideas, wrote papers, and built lasting relationships. These relationships allowed us to navigate the inevitable difficult times when one of us felt we weren't getting enough credit for our work. I wish I had all that in place in 1989. I might have made lemonade out of a trying situation instead of finding it difficult to get out of bed for a month. I would bet that over half the people who made DES work passed through Aspen at some point in their careers and not only figured out how to make this large project work but also how to work

together. I and other more senior scientists on the project made an effort to promote the careers of young scientists and largely succeeded: several dozen people who started their careers in DES now have faculty jobs.

I am so fortunate to have been part of this large project that concluded so successfully. But working together with other physicists, all of whom come from different backgrounds, different countries, having different strengths and weaknesses is challenging. I, and hundreds of other scientists, have been so fortunate to spend time in Aspen learning to do the hardest, most rewarding thing in science: build rich, productive working relationships with others around the world.

Scott Dodelson is a Distinguished Scientist at Fermilab and Professor of Astronomy and Astrophysics at the University of Chicago. He previously served as Head of the Physics Department at Carnegie Mellon University and Co-Chair of the Science Committee of the Dark Energy Survey. He writes weekly at substack.

Caption for Night Sky Figure: "The Dark Energy Camera mounted on the Blanco Telescope Dome in Chile with the Milky Way in the background. Photo Credit: Reidar Hahn, Fermilab."

Jeffrey Barnhill

From: Rachael Richards
Sent: Monday, February 23, 2026 9:51 AM
To: Jeffrey Barnhill
Subject: Fw: Aspen Center for Physics Housing Project
Attachments: DodelsonFinal_corrected.pdf

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From: Clare Yu <cyu@uci.edu>
Sent: Sunday, February 22, 2026 6:56:24 PM
To: Rachael Richards <rachael.richards@aspen.gov>
Subject: Aspen Center for Physics Housing Project

Dear Mayor Richards,

I am writing to strongly urge you and the City Council to approve the proposed APCHA governed, deed-restricted, housing project of the Aspen Center for Physics. Discovery and curiosity are at the heart of the Aspen Idea, and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen.

I am a Trustee of the Aspen Center for Physics and a physics professor at the University of California, Irvine. I love Aspen. I have been coming to the Aspen Center for Physics since the 1980s and have seen firsthand how it uniquely promotes the interaction and collaboration of physicists from all over the world as they seek to push back the frontiers of science. It is also a place where young scientists can begin to establish themselves in the physics community as they work together with more senior colleagues (please see attached article for an example). In addition, the Aspen Center for Physics contributes to the intellectual vitality of the Aspen community with free public lectures and Aspen Daily News articles on topics of interest in physics.

In recent years, the shortage of available rental housing as well as the high cost of housing has made it increasingly difficult for physicists to participate in the summer and winter programs at the Aspen Center for Physics. In recent years, a third of our summer participants commute from housing in Snowmass. If this trend continues, it will significantly impair the Center's ability to remain viable. The proposed housing project would greatly help to alleviate these difficulties.

Therefore, I strongly urge you and the City Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programs for decades to come.

Best Regards,

Clare Yu
Trustee, Aspen Center for Physics

--
Clare Yu
Distinguished Professor
Department of Physics and Astronomy
University of California, Irvine
Irvine, CA 92697-4575
cyu@uci.edu
Fax: 949-824-1159, 949-824-2174

Jeffrey Barnhill

From: Mike Sear
Sent: Monday, February 23, 2026 9:16 AM
To: City Council
Cc: Public Comment; Jeffrey Barnhill
Subject: FW: Aspen Center for Physics Housing Project

From: Clare Yu <cyu@uci.edu>
Sent: Sunday, February 22, 2026 6:49 PM
To: Public Comment <PublicComment@aspen.gov>
Subject: Aspen Center for Physics Housing Project

Dear Aspen City Council,

I am writing to strongly urge you to approve the proposed APCHA governed, deed-restricted, housing project of the Aspen Center for Physics. Discovery and curiosity are at the heart of the Aspen Idea, and housing for scientists will keep this idea alive, reduce commutes, and contribute to the cultural richness that defines Aspen.

I am a Trustee of the Aspen Center for Physics and a physics professor at the University of California, Irvine. I love Aspen. I have been coming to the Aspen Center for Physics since the 1980s and have seen firsthand how it uniquely promotes the interaction and collaboration of physicists from all over the world as they seek to push back the frontiers of science. It is also a place where young scientists can begin to establish themselves in the physics community as they work together with more senior colleagues. In addition, the Aspen Center for Physics contributes to the intellectual vitality of the Aspen community with free public lectures and Aspen Daily News articles on topics of interest in physics.

In recent years, the shortage of available rental housing as well as the high cost of housing has made it increasingly difficult for physicists to participate in the summer and winter programs at the Aspen Center for Physics. In recent years, a third of our summer participants commute from housing in Snowmass. If this trend continues, it will significantly impair the Center's ability to remain viable. The proposed housing project would greatly help to alleviate these difficulties.

Therefore, I strongly urge the City Council to pass this APCHA governed deed-restricted housing project for Aspen Center for Physics as it will significantly contribute to sustaining the longevity of this vital and essential Aspen institution while benefiting the community with scientific and educational programs for decades to come.

Best Regards,

Clare Yu
Trustee, Aspen Center for Physics

--
Clare Yu

Distinguished Professor
Department of Physics and Astronomy
University of California, Irvine
Irvine, CA 92697-4575
cyu@uci.edu
Fax: 949-824-1159, 949-824-2174

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SCREENING SERVICES ACTIVATION AGREEMENT

RentGrow, Inc., a Delaware corporation located at 400 Fifth Avenue, Suite 120, Waltham, MA 02451 ("**RentGrow**"), and

Aspen/Pitkin County Housing Authority ("Client")
201 E Hyman Ave Ste 202
Aspen, CO 81611

enter into this agreement including any schedules, exhibits or other attachments (this "**Agreement**") effective as of the date of the last party signature on this Agreement ("**Effective Date**").

RECITAL

RentGrow provides certain Services [defined in section 1 (Definitions), below] to Client in connection with its use of the Services [defined in section 1 (Definitions), below] for managing properties owned and/or managed by Client. As a condition to accessing and using the Services and in consideration of the respective rights and obligations of the parties as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Applicant**" means a current or prospective tenant of a Property who has consented in writing to End-User's use of the Services in connection with the Permissible Purpose.

b. "**Confidential Information**" is defined in section 6 (Confidentiality).

c. "**Credit Bureau**" and "**CRA**" mean each credit bureau such as Equifax®, Experian®, TransUnion® and other consumer reporting agency (including but not limited to LexisNexis®), individually or collectively (in whole or in part) as understood by the context wherever referenced, that furnish the credit, civil, criminal, and any other information contained in the Services for the Permissible Purpose.

d. "**Eligibility Criteria**" means the Applicant selection policies or standards, as set solely by Client or other responsible party such as a property owner.

e. "**End-Users**" means Client and Client's employees (collectively, "**Client**") who access and use Services.

f. "**Fair Credit Reporting Act**" or "**FCRA**" means 15 U.S.C. § 1681 et seq. as may be amended from time to time.

g. "**Permissible Purpose**" means the use of the Services by End-Users for evaluating Applicants in accordance with this Agreement, the FCRA, all other applicable local, state and federal laws and regulations, and Schedule C (Required Supplemental Terms and Conditions).

h. "**Property**" or "**Properties**" means the property or properties and the designated units thereof expressly listed in Schedule B (Property Worksheet).

i. "**Services**" means the RentGrow screening and related products and solutions provided pursuant to this Agreement that contain information expressly governed by the FCRA, other applicable local, state and federal laws and regulations and Schedule C (Required Supplemental Terms and Conditions).

j. "**Tenant Screening Report**" means the information from any Credit Bureau or CRA assembled, merged and provided by RentGrow: (i) to Applicants, as required; and (ii) to End-Users, as required.

2. Term and Termination; Exclusivity.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force for 1 year (the "**Initial Term**") unless earlier terminated in accord with section 2(b) (Termination). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "**Renewal Term**") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

b. **Termination.** Either party may terminate this Agreement upon written notice to the other party where: (i) there has been a material breach that is not or cannot be cured within 7 days of written notice of the material breach; or (ii) there has been a material breach and the breaching party fails to acknowledge the breach and work diligently to cure the breach within a time period that is satisfactory to the non-breaching party. Termination pursuant to this section 2(b) (Termination) shall be effective upon delivery of written notice and, where applicable, after expiration of the cure period. Notwithstanding the foregoing, RentGrow does not guarantee that any information contained in the Services will be available from any specific Credit Bureau or CRA; and in the event the Credit Bureaus or any essential CRA stops providing data to RentGrow for any reason, RentGrow may modify the Services or terminate this Agreement, in whole or in part, upon written notice.

c. **Effect of Termination.**

(i) Services Termination. Upon termination or expiration of this Agreement, RentGrow will cease providing the Services to Client and all outstanding Undisputed Fees owed, if any, shall become immediately due and payable.

(ii) Return of Confidential Information. Upon this Agreement's termination or expiration effective date, the parties shall comply with section 6(d) (Ownership and Return of Confidential Information).

d. **Survival.** The parties' obligations under, and the provisions of, sections 2(c) (Effect of Termination), 3 (Fees), 4 (Acknowledgments, Criteria and Access), 6 (Confidentiality), 7 (Warranties), 8 (Damage Limitations), 10 (Mediation) and 11 (General Provisions) shall survive this Agreement's termination or expiration.

e. **Exclusivity.** Intentionally omitted.

3. Fees.

a. **Fees.** Client expressly acknowledges and agrees to

pay RentGrow the Fees for its use of the Services in accordance with Schedule A (Fee Schedule) and to provide and keep current all billing-related information to be provided by Client in Schedule D (Required Billing and Invoicing Information). Client further expressly acknowledges and agrees that it, and not any other party (such as, by way of example, a third party Property owner), is solely responsible for paying to RentGrow all Fees for the Services actually used by Client, even if Client used the Services in connection with the management of Property that Client no longer manages or owns, and is solely responsible for the consequences of any delays caused by incorrect, outdated or incomplete information provided in Schedule D (Required Billing and Invoicing Information).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fees when due is a material breach subject to the terms of section 2(b) (Termination). Additionally, Client expressly acknowledges and agrees that: (i) Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is greater; and (ii) if Client fails to timely cure a material breach for non-payment of Undisputed Fees, RentGrow may suspend the Services in whole or in part.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax (exclusive of taxes based on RentGrow's net income), however designated, levied, or based, that apply to the Services provided under this Agreement.

d. **Partial Fee Disputes**. If Client reasonably and in good faith disputes any Fees, and provides notice of such dispute in accordance with section 11(e) (Notices), Client agrees that the undisputed portion of such Fees, if any ("**Undisputed Fees**") shall be due and payable as invoiced irrespective of the dispute. Client further acknowledges and agrees that it is expressly prohibited from disputing any Fees incurred for the Services on the grounds such Fees were incurred on behalf, or are the responsibility, of any third party (such as, by way of example, a property owner).

4. Acknowledgements, Certifications, Criteria, Access and Location.

a. **Acknowledgements, Certifications and Required Supplemental Terms and Conditions.** As an express condition of accessing and using the Services, Client acknowledges, certifies and agrees that: (i) all End-Users shall do so only for the Permissible Purpose; (ii) all End-Users are bound by and solely responsible for compliance with all terms and conditions in this Agreement (including Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available on-line at: https://www.rentgrow.com/us-screening-schedule-c or as RentGrow may otherwise make available to Client), the FCRA, and all other local, state and federal laws and regulations (including all statutory penalties asserted or imposed) that apply to End-Users; and that (iii) any aspect of the Services that fulfil End-User obligations under any local, state or federal law are offered as a courtesy but are not intended to, and shall not, shift any statutory or any other legal obligations from End-User to RentGrow.

b. **Tenant Eligibility Criteria.** Client is solely and exclusively responsible for establishing the Eligibility Criteria for each Property. RentGrow plays no role whatsoever in determining the Eligibility Criteria for any Property, plays no role in any tenancy decisions and does not guarantee the effectiveness of Client's Applicant selection policies or the accuracy of any Credit Bureau, CRA or other information delivered by way of the Services or in a Tenant Screening Report.

c. **Access to and Use of the Services.** Only End-Users are authorized to access and use the Services, and shall only do so for the Permissible Purpose. End-Users may be added or replaced, free of charge, however: (i) each End-User must have a unique password or user-ID with which to access or use the Services; (ii) user-IDs and passwords must be immediately revoked when an End-User is no longer authorized to access or use the Services; (iii) End-User passwords and user-IDs may not be shared or used by more than one individual End-User; and (iv) Client shall keep and maintain an accurate list of its currently authorized End-Users and shall provide such list to RentGrow upon request. If any user of Client's Voyager software has access to the Services and is not an End-User, Client shall require and ensure that such user first executed, directly with RentGrow, a Screening Services Activation Agreement or equivalent. Notwithstanding the foregoing, **any unauthorized access to or use of the Services by anyone shall entitle RentGrow to immediately suspend or terminate part or all of the Services.**

d. **Right to Audit and Compliance.** In accordance with RentGrow's obligations to the Credit Bureaus and some CRAs, including RentGrow's obligation to help prevent and detect potentially fraudulent and/or improper activity, Client acknowledges and agrees to comply with applicable RentGrow 'know-your-client' (KYC) compliance and verification requirements, processes and procedures. Additionally, as necessary for RentGrow to meet its obligations to any Credit Bureau, CRA, or under any applicable local, state, or federal law or regulation, Client further acknowledges and agrees that RentGrow may monitor access to and use of the Services to ensure compliance with the terms of this Agreement, including but not limited to section 4(a) (Acknowledgements, Certifications and Required Supplemental Terms and Conditions).

e. **Shared Location.** In the event Client operates from a physical location or on a server or network (the "**Location**") that is shared with a third party business (a "**Company**"), Client acknowledges and represents that: (i) Client is legally entitled to operate at or on the Location shared with Company; and (ii) Client shall expressly prohibit and physically and/or electronically prevent Company from accessing or using the Services in any manner or for any purpose whatsoever.

5. Software Title.

a. **Non-Transfer.** All right, title and interest in and to any RentGrow software or any software of its parent or subsidiary companies (collectively for purposes of this Agreement, "**RentGrow Software**") used as part of the Services shall remain exclusively with RentGrow or its parent or subsidiary company. No title transfer is intended or executed by this Agreement.

6. Confidentiality.

a. **Confidential Information Definition.** "**Confidential Information**" means all non-public information including, without limitation: (i) patent, copyright, trade secret, and other proprietary information; (ii) RentGrow Software; (iii) a party's financial information; (iv) customer lists, business forecasts, sales and marketing plans; (v) the Services; (vi) the prices offered or paid per this Agreement except to the extent that such information is subject to disclosure under applicable law; (vii) this Agreement's terms, except to the extent that such information is subject to disclosure under applicable law; (viii) the content and data comprising the Services; and (ix) any other information disclosed by one party (a "**Disclosing Party**") to another party (a "**Receiving Party**"), or to which a Receiving Party is exposed because of this Agreement, that a Disclosing Party identifies as confidential at the time of disclosure or

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which, by its nature, reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each Receiving Party agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of a Disclosing Party to any third party. A Receiving Party may use a Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. A Receiving Party's employees and contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. A Receiving Party's employees and contractors may not use Confidential Information in any way that may compete with a Disclosing Party. Each Receiving Party agrees that it will treat all Confidential Information with the same degree of care as that Receiving Party accords its own Confidential Information, but in no event less than reasonable care. Each Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and contractors who need to know such information, and each Receiving Party certifies that such employees and contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as restrictive as those applicable to the Receiving Party under this Agreement. A Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of that Disclosing Party's Confidential Information and agrees to assist that Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** Each Receiving Party's obligations under section 6(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the information was received from the Disclosing Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by a Disclosing Party. A Confidential Information disclosure by a Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law, including, without limitation and in accord with its terms, the Colorado Open Records Act to the extent applicable under its terms; or (C) necessary to establish the rights of a party under this Agreement, shall not be a breach of this Agreement by a Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information and Other Materials.** Each Disclosing Party's Confidential Information is and shall remain the property of the Disclosing Party, and this Agreement does not grant or imply any license or other rights to a Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after a Disclosing Party's request, the Receiving Party will promptly either, at the Disclosing Party's election, destroy or deliver to the Disclosing Party all Confidential Information and materials furnished to the Receiving Party, and provide a company officer's written certification of compliance with said destruction or delivery.

e. **Third Party Information Disclosure.** A Disclosing Party shall not communicate any information to a Receiving Party in violation of the confidentiality, privacy or proprietary rights of any third party.

7. Warranties.

a. **Warranty Disclaimer (as between RentGrow and Client only). EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, RENTGROW DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

b. **Warranty Disclaimer (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).**

8. Damage Limitations.

a. **Damage Waiver (as between RentGrow and Client only). REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, RENTGROW DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF RENTGROW HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.**

b. **Damage Waiver (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).**

c. **Liability Limit (as between RentGrow and Client only). IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT [BUT EXCLUDING SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS)], AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, RENTGROW'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO RENTGROW FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE EARLIEST DATE OF THE EVENT(S) GIVING RISE TO THE LIABILITY.**

d. **Liability Limit (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).**

e. **Non-Reliance Release (as between RentGrow and Client only). CLIENT RELEASES RENTGROW AND ITS AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR: (i) ANY NEGLIGENCE RELATED TO OR IN CONNECTION WITH THE INFORMATION PROVIDED AS PART OF THE SERVICES; AND (ii) ANY LOSS OR EXPENSE RESULTING, DIRECTLY OR INDIRECTLY, FROM INFORMATION DERIVED FROM THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE CREDIT BUREAUS.**

f. **Non-Reliance Release (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).**

9. Assignment. RentGrow may assign, sell, convey, pledge or otherwise transfer this Agreement, in whole or in part and with or without notice, to its parent company, a wholly owned subsidiary, or a wholly owned subsidiary of its parent company; and Client may assign, sell, convey, pledge, or otherwise transfer this Agreement provided it has the express prior written consent of RentGrow, which RentGrow may withhold for any reason. Any other attempted assignment, sale, conveyance, pledge, or other transfer of this Agreement is void and a material breach of this Agreement.

10. Mediation.

a. **Mediation Request; Condition Precedent.** In the event of a dispute between Client and RentGrow arising out of or related to this Agreement that cannot be resolved amicably between them, the party initiating the dispute (the "**Serving Party**") may serve the other party (the "**Served Party**") with a request for mediation in accordance with section 11(e) (Notices). A Serving Party may not file any action against the Served Party in any court, or initiate any other legal proceeding, unless and until the Serving Party has complied with this section and attempted, in good faith, to complete mediation of the dispute in accordance with section 10(b) (Mediation Process).

b. **Mediation Process**. In the event of a mediation under this Agreement, the Serving Party and Served Party shall jointly select a neutral, independent mediator with experience in the relevant subject matter by the rules of the office of the Judicial Arbitration and Mediation Service (JAMS) closest to the mediation venue. The mediation shall take place not less than 10 days and not more than 20 days from the date the Serving Party gives notice of the request for mediation in accordance with section 11(e) (Notices) unless otherwise required by JAMS or mutually agreed to by the parties. If requested by Client, the mediation shall take place in Santa Barbara, California. If requested by RentGrow, the mediation shall take place in Aspen, Colorado. The parties shall be responsible for their own costs related to preparing for and attending the mediation but shall share equally the fees and costs of the mediator and JAMS.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to any third parties the statements made in mediation by the parties or the mediator. The mediation confidentiality provisions of California Evidence Code sections 1115 – 1128 shall apply to the mediation proceedings.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, the parties shall provide the mediator and exchange their statements of position and copies of any supporting documents. Each party shall send to the mediation a person who has knowledge of the matter and authority to recommend resolution terms.

e. **Non-Binding.** If either party participates in a mediation in good faith but is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available at law or in equity.

11. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of any other party, and no party to this Agreement shall have any express or implied right to bind any other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.**

(i) Action Initiated by Client. With respect to any action or proceeding initiated by Client (except a cross or counter-action in a proceeding initiated by RentGrow, which shall be governed and determined by the same governing law as the proceeding initiated by RentGrow), this Agreement shall be governed and determined by the laws of the United States and the State of California as such laws are applied to agreements made and performed entirely within the State of California.

(ii) Action Initiated by RentGrow. With respect to any action or proceeding initiated by RentGrow (except a cross or counter-action in a proceeding initiated by Client which shall be governed and determined by the same governing law as the proceeding initiated by Client), this Agreement shall be governed and determined by the laws of the United States and the State of Colorado as such laws are applied to agreements made and performed entirely within the State of Colorado.

c. **Venue**.

(i) Action Initiated by Client. Any action or proceeding related to or arising out of this Agreement initiated by Client (except a cross or counter-action in a proceeding initiated by RentGrow, which shall be brought in the same venue as the proceeding initiated by RentGrow), shall be resolved only in a court of competent jurisdiction in the City of Santa Barbara, State of California (or the court of competent jurisdiction closest to Santa Barbara, CA, if no court of competent jurisdiction resides in Santa Barbara, CA), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

(ii) Action Initiated by RentGrow. Any action or proceeding related to or arising out of this Agreement initiated by RentGrow (except a cross or counter-action in a proceeding initiated by Client, which shall be brought in the same venue as the proceeding initiated by RentGrow), shall be resolved only in a court of competent jurisdiction in the City of Aspen, State of Colorado (or the court of competent jurisdiction closest to Aspen, CO, if no court of competent jurisdiction resides in Aspen, CO), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

e. **Notices**. The parties shall deliver any notice required by this Agreement by personal delivery, by certified U.S. Mail return receipt requested, or by an established, reputable overnight delivery carrier that provides traceable proof of delivery (such as FedEx®), and will be deemed given upon confirmed delivery to the party to whom it is intended at its address of record. The addresses of record of Client and RentGrow, all of which must be included on any notices under this section, are as follows:

If to Client:
Attn: Bethany Spitz

Docusign Envelope ID: B5FB1FF2-5680-4FD8-984D-ECCE58719BD4

ASPEN/PITKIN COUNTY HOUSING AUTHORITY
201 E Hyman Ave Ste 202
Aspen, CO 81611

If to RentGrow:
RENTGROW, INC.
C/O: YARDI SYSTEMS, INC.
LEGAL DEPARTMENT
430 S. Fairview Ave.
Goleta, CA 93117

A party may change its address of record or notice recipient by giving written notice of such change in accordance with this section.

f. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

g. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

h. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

i. **Data Use.** RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use information derived from the provision of the Services in order to improve, develop or enhance the Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

j. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement of the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor has any party relied on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

k. **Non-Solicit/Non-Hire**. The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of any other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

l. **Modification**. Except as expressly set forth elsewhere in this Agreement, the parties may only modify or amend this Agreement in a writing signed by an authorized representative of each party.

m. **Force Majeure**. Neither party to this Agreement shall be liable to the other party for a failure of or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event. As used in this Agreement, "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event, including without limitation, fire, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree or ordinance, or any executive or judicial order.

n. **Signature; Counterparts**. This Agreement is not binding on the parties until it has been signed and a copy received by all parties. However, signatures need not appear on the same copy of this Agreement, so long as signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission or as soon thereafter as is reasonably practicable; however, the failure to provide original counterparts shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

ASPEN/PITKIN COUNTY HOUSING AUTHORITY

By: _____

Date: _____

Print Name: _____

Title: _____

RENTGROW, INC.

By: DocuSigned by: Michael Remorenko A6511049FC75416...

Date: 2/25/2026 | 2:38:24 PM PST

Print Name: Michael Remorenko

Title: Authorized Representative

Rev. 10252022

Docusign Envelope ID: B5FB1FF2-5680-4FD8-984D-ECCE58719BD4

SCHEDULE A

Fee Schedule

RentGrow/Screening PIN #: 100134931
RentGrow/Screening Order #: 506270

ScreeningWorks Services Monthly Fees			
License	Unit of Measure (UOM)	$/UOM	Total Fee/Screen
Premium Credit Screening and Social Security Fraud Check	transaction	$7.00	$7.00
Premium National Criminal Screening	transaction	$12.00	$12.00
Supplemental Criminal Search	transaction	$9.00	$9.00
Rental Payment History Screening	transaction	$1.00	$1.00

Affordable Housing & PHA Verification Services Monthly Fees			
License	Unit of Measure (UOM)	$/UOM	Total Fee/Screen
Income Verification Services- TWN SSV	transaction	$45.00	$45.00

Additional Terms

1) **PAYMENT TERMS FOR MONTHLY FEES:** In accordance with the terms in Section 3 (Fees), Client agrees to pay charges shown on this Fee Schedule within 30 days of invoice. All prices, fees and payment terms shall be subject to change by RentGrow upon 30 days prior written notice.

2) **Flat Fees by State** (the "**FFS TSS**"), for optional packages and pricing to help ensure compliance with state laws that limit screening service fees or require fee disclosures, is incorporated into the agreement and posted at https://resources.yardi.com/legal/screening/ffs-tss/.

3) **ADDITIONAL FEES FOR TENANT SCREENING SERVICES** (the "**AF TSS**"), for optional services, re-certifications, renewals, occupant-only, guarantor, and other similar services is incorporated into the agreement and posted at https://resources.yardi.com/legal/screening/aftss.

4) **TAXES:** Client agrees to pay, as applicable, any state or local excise, sales, use or other tax (except income taxes or corporate excise taxes) imposed on RentGrow resulting from this Agreement. Any such taxes paid for by RentGrow shall be reimbursed by Client.

5) Additional terms are set forth in the following schedules to this Agreement:
B – Property Worksheet
C – Required Supplemental Terms and Conditions
D – Required Billing and Invoicing Information
E – International Credit Services Additional Terms
F – The Work Number Services Additional Terms

6) **SERVICES TERMS:**

   a. **Premium National Criminal Screening** includes national criminal search, national sex offender search, and OFAC/SDN Terrorist search.

   b. **Supplemental Criminal Search** are included for the following states because they provide limited criminal data to national repositories: AL, CA, CO, DC, DE, ID, LA, MA, NV, SD, VA, WY.

   c. **Rental Payment History Screening** includes records from the Experian RentBureau National Rental Data Exchange and collections data from multi-family collection agencies.

   d. **Income Verification Services- TWN SSV.** A charge applies for each employer record found. There is no charge if no record is found.

   e. **Affordable Housing & PHA Verification Services** provide real-time verification of employment and asset ownership. A charge only applies when the Services are completed and records are found.

SCHEDULE B

Property Worksheet

RentGrow/Screening PIN #: 100134931
RentGrow/Screening Order #: 506270

Property Worksheet Terms

a. **Property Information.** In order to access and use the Services, and to remain compliant with the FCRA and applicable law, Client or its designated POC (defined below, which may be or include Property Manager) must provide certain information, including but not limited to, information about the Properties for which the Services will be utilized (the "**Property Information**"). Client or its POC shall be responsible for: (a) providing true, accurate, current and complete information in the RentGrow and/or Yardi Systems, Inc. (your property management software provider) Service application forms and as otherwise reasonably requested by RentGrow; and (b) maintaining and promptly updating Property Information so that it remains true, accurate, current and complete during the term of this Agreement.

Client understands and acknowledges that if Client or its POC provides any Property Information that is untrue, inaccurate, not current or incomplete, regardless of where the information originated, or if RentGrow has reasonable grounds to suspect such information is untrue, inaccurate, not current or incomplete, RentGrow may suspend or terminate all or part of the Services.

b. **Designated Client Point(s) of Contact (POC)**. Client shall appoint POCs, below, for the Property(ies) indicated. RentGrow shall have no obligation to contact or communicate with any other persons regarding this Schedule B (Property Worksheet) except as indicated in section 11(e) (Notices). Each POC shall be an authorized End-User physically located at the Property for which he or she has been designated. Only the designated POC is authorized to add new End-Users, except that if the Services are accessed through Client's Voyager software, Client shall ensure that any Designated User of said Voyager software that also has access to the Services shall also be an End-User.

c. **Tax Exempt Certificate**. Client shall be solely responsible for providing RentGrow a valid tax exemption certificate for its owned property (or properties) exempt from sales tax. Client is responsible for ensuring that all such certificates remain accurate and current at all times. In the absence of a valid tax exemption certificate, applicable sales tax will be assessed and collected. Client is also responsible for providing a single Client point of contact for all communications relating to tax exemption certificates and for updating that contact as needed. All tax exemption certificates or related questions should be sent to salestax@rentgrow.com.

Property Name	Units	Street Address	City	State	Zip	Property Manager	Property Phone	Property Email
Centennial Apartments	148	100 Luke Short Ct	Aspen	CO	81611	Leasing Centennial Aspen	(970) 925-1876	leasing@centennialaspen.com
Truscott I	109	39551 Hwy 82	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Marolt Ranch	100	613 Marolt Pl	Aspen	CO	81611	Nicole Morehead	(970) 429-2897	nicole.morehead@aspen.gov
Burlingame (Seasonal)	93	50 Harmony Pl	Aspen	CO	81611	Taylor Conti	(970) 710-3111	help@burlingamehousing.com
Truscott II	87	18 Truscott Pl	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Castle Ridge	80	101 Doolittle Cir	Aspen	CO	81611	Donna Hill	(970) 925-6851	dhilldjh@aol.com
Alpina Haus	44	935 E Durant Ave	Aspen	CO	81611	Kevin DeCarlo	(970) 920-3975	deconovitch@comcast.net
Maroon Creek	42	601 Stage Ct	Aspen	CO	81611	Stephanie Thurston	(970) 544-1885	marmgr@amcllc.net
Aspen Country Inn	40	38996 Hwy 82	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Holiday House	36	127 W Hopkins Ave	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspen
Hunter Longhouse	33	101 Lone Pine Rd	Aspen	CO	81611	Megan Kappeli	(970) 963-9502	megan@zgrent.com
ULLR Commons	27	520 W Main St	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
488 Castle Creek	24	488 Castle Creek	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Ute City Place	22	909 E Cooper Ave	Aspen	CO	81611	Leasing Ute City Place	(970) 235-2111	leasing@utecityplace.com
Mtn Oaks (AVH)	21	207 Mtn Oaks Pl	Aspen	CO	81611	Steve Selby	(970) 544-1141	sselby@aspenhospital.org
Heatherbed	20	1679 Maroon Creek Rd	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspensnowmass.com
Truman Aspen Center	18	355 N Mill St	Aspen	CO	81611	Lisa Hicks	(970) 925-8032	lhicks@mwaspen.com

Castle Creek Meadows (AVH)	18	401 Castle Creek Rd	Aspen	CO	81611	Steve Selby	(970) 544-1141	sselby@aspenhospital.org
Pitkin Park Place	17	419 AABC	Aspen	CO	81611	Andrew Miller	(970) 925-3760	andrew.miller@pitkincounty.com
Copper Horse	13	328 W Main St	Aspen	CO	81611	Kevin DeCarlo	(970) 920-3975	deconovitch@comcast.net
River Glen	12	1015 E Durant Ave	Aspen	CO	81611	Justin Addison	(970) 920-5137	justin@masonmorse.com
517 Park Circle	11	517 Park Circle	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Smuggler Mountain Apartments	11	414 Park Cir	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Aspen Highlands Village – Trailhead	10	133 Prospector Rd	Aspen	CO	81611	Kevin Joseph	(310) 968-3366	kevin@highlandsalehouse.com
West Ranch (School)	10	113 Crescent Dr	Woody Creek	CO	81656	Sam Rose	(970) 925-3760	srose@aspenk12.net
802 W Main St	10	802 W Main St	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Aspen Highlands Village – Maroon Creek Station	9	115 Boomerang Rd	Aspen	CO	81611	Milton Stewart	(970) 452-9293	aspenhousing@gmail.com
Aspen Mountain Residences (aka Hyatt Grand Aspen)	9	400 E Dean St	Aspen	CO	81611	Claudine Grondin	(970) 429-9105	cgrondin@eastwest.com
Aspen Consolidated Sanitation District	8	566 N Mill St	Aspen	CO	81611	Bethany Spitz	(970) 925-2437	acsdmgr@gmail.com
Residences at Little Nell	8	501 E Dean St	Aspen	CO	81611	Timothy Baldwin	(970) 429-6720	tbaldwin1@aspensnowmass.com
AABC Comcast	8	203 AABC	Aspen	CO	81611	Megan Kappeli	(970) 963-9494	megan@zgrent.com
Aspen Edge Condominiums	8	1235 E Cooper	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Cortina	8	220 E Main St	Aspen	CO	81611	Paz Escobar	(970) 920-1000	paz.escobar@aubergeresorts.com
Hunter Creek	8	1400 Vine St	Aspen	CO	81611	Lisa O'Sullivan	(970) 925-1000 x3503	lisa@aspensquarehotel.com
Burlingame (Year-round)	8	421 Harmony Pl	Aspen	CO	81611	Taylor Conti	(970) 710-3111	help@burlingamehousing.com
King Louis Condominiums	8	210 W Main St	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
West Hallam	7	832 West Hallam	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Mocklin Apartments	7	202 Lone Pine Rd	Aspen	CO	81611	Carol Parks	(970) 920-5137	hparks@200newbury.com
Inn At Aspen	7	38750 Highway 82	Aspen	CO	81611	Geoff Lubin	(970) 920-5137	glubin@innataspen.com
Mill Street Condos	7	415 Rio Grande Pl	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
550 E Main St	6	550 E Main St	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
410 West End Condominiums	6	410 W End	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Water Place	6	2 E Water Pl	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Chaparral Aspen	6	45 Chaparral Cir	Woody Creek	CO	81656	Lisa Flynn ?	(970) 379-6405	lisahallfylnn@gmail.com
East Hopkins	6	308 E Hopkins Ave	Aspen	CO	81611	Paul McNaughton	(970) 920-5137	pmcnaughton@improveone.com
Bell Mountain Townhomes	5	310 S Spring St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
ACES	5	98 Puppy Smith St	Aspen	CO	81611	Chris Lane	(970) 925-5756	clane@aspennature.org
King	4	955, 981, 985, 995 King St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Lakeside Condominiums at Willits	5	608 Lakeside Dr	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Willoughby	4	645 Willoughy Way	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Woody Creek Mesa	5	332, 340 Woody Creek Mesa	Woody Creek	CO	81656	Liz Moore	(970) 923-4646	office@discovercompass.org
Cemetery Ln	5	703 Cemetery Ln	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Cemetery Ln	1	717 Cemetery Ln 1	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Pitkin Center Building	4	520 E Hyman Ave	Aspen	CO	81611	Chuck Barr	(970) 925-9094	cbarr23@hotmail.com

Red Mt.	4	726 Red Mountain Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Alpine Grove	4	418 Pacific Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Starwood Ranch	4	572 N Starwood Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Snowmass Creek Rd.	4	5959 Snowmass Creek Rd	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
304 AABC	4	304 AABC	Aspen	CO	81611	Sarah Pegler	(970) 920-0101	sarah@pyramidadvisors.net
Aspen Alps	4	700 Ute Ave	Aspen	CO	81611	John Corcoran	(970) 925-7820	john@aspenalps.com
Town Plaza	4	216 E Durant Ave	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
City Plaza	4	517 E Hopkins Ave D	Aspen	CO	81611	Linda Manning	(724) 422-1303	lmanning@mdevco.com
Buttermilk	4	1422 W Buttermilk Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Dancing Bear	4	411 S Monarch St	Aspen	CO	81611	Alyson Gish	(970) 920-2500	alyson@dancingbearaspen.com
Airport	4	84 Service Center Rd	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
River Road	1	99 N River Rd	Snowmass	CO	81654	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
River Rod	1	100 E River Ranch Rd	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
River Road	1	2520 Lower River Rd	Snowmass	CO	81654	Robert Oxenberg	(970) 920-5137	robertoxenberg@aol.com
Christiana Lodge	3	505 W Main St	Aspen	CO	81611	Dean Kinkle	(970) 384-3218	deankinkel@alpinebank
Lazy Glen	3	25825 Hwy 82	Aspen	CO	81611	Karen Hilebrand	(970) 927-3632	admin@lazyglenhoa.com
Aspen Art Museum	3	914 Waters Ave	Aspen	CO	81611	Bethany Spitz	(970) 925-8050	bethany.spitz@aspen.gov
McCabe Ranch	3	70 McCabe Ranch Rd 21	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Smuggler Run MHP	3	4 Ajax Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Lazy O	3	1727 Snowmass Creek Rd 1, 2, 3	Snowmass	CO	81615	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Fire	3	1085 Redstone Blvd	Carbondale	CO	81623	Jan Shubert	(970) 925-5532	jan.schubert@aspenfire.com
Millenium Plaza (Galena Plaza) M&G Condo	3	426 E Main St	Aspen	CO	81611	Kile Smith	(231) 590-6333	kile@ajaxm.com
Durant	1	725 E Durant Ave 22A	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	vale@rof.net
Durant	1	520 E Durant St 207	Aspen	CO	81611	Paula Brodin	(970) 925-7615	paulabaspen@gmail.com
Jewish Resource Center	3	435 W Main St	Aspen	CO	81611	Jewish Resource Center	(970) 544-3770	rabbi@jccaspen.com
420 E Hyman	3	420 E Hyman	Aspen	CO	81611	Pamela Finley	(818) 223-3500 x1213	pfinley@ezralow.com
Mill Street Plaza	3	205 S Mill St	Aspen	CO	81611	Lisa Hicks	(970) 925-8032	lhicks@mwaspen.com
Edge of Ajax	3	715 E Hopkins Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Chitwood Plaza	3	411 E Main St	Aspen	CO	81611	Deb Reardon	(970) 544-3960	debbiep@rof.net
River Park	3	140 N Spring St 13, 14, 15	Aspen	CO	81611	Jerome Simecek	(970) 273-3100	jsimecek@romero-group.com
Castle Creek Rd.	2	8475 Castle Creek Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Annabelle Inn	2	232 W Main St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	info@annabelleinn.com
200 S Aspen St	2	200 S Aspen St	Aspen	CO	81611	Brittany Shami	(970) 920-5137	brittany@aspenstreetlodge.com
Sundeck	2	4705 Aspen Summer Rd	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspen
McLain Flats	1	1650 McLain Flats Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	lweinglass@gmail.com
Asia Restaurant	2	132 W Main St I, J	Aspen	CO	81611	Mary Schooner	(303) 825-9192	mschooner@dikeou.com
Katie Reed	2	301 E Hopkins Ave 202, 203	Aspen	CO	81611	James Marcus	(970) 948-1328	james@utecityadvisors.com

ISIS	2	406 E Hopkins Ave C, D	Aspen	CO	81611	Jeff Richman	(312) 850-1680	jrichman@mdevco.com
Cooper Park Place	2	408 S Mill St 301, 302	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	rknox@gorsuch.com
Doc Henry WC	1	201 Doc Henry Rd	Woody Creek	CO	81656	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Doc Henry WC	1	44 Doc Henry Rd	Woody Creek	CO	81656	Bethany Spitz	(970) 618-8005	bethany.spitz@aspen.gov
Hotel Aspen	2	110 W Main St	Aspen	CO	81611	Michael H Brown	(970) 920-5137	michael@haymax.com
Five Trees	2	95 Cinnamon Ct	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Brush Creek Rd	1	1020 Brush Creek Rd	Snowmass	CO	81615	Bethany Spitz	(970) 923-6619	bethany.spitz@aspen.gov
Brush Creek Rd	1	800 Brush Creek Rd	Snowmass	CO	81615	Bethany Spitz	(970) 920-5137	thomasandersen@gmail.com
W Aspen	2	550 S Spring St 138	Aspen	CO	81611	Melissa Espinoza	(970) 431-0175	melissa.espinoza@whotels.com
Collins Block EDUs	2	204 S Mill St D, C	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	baldwingallery@baldwingallery.com
Aspen Brownstones	2	707 E Hyman Ave C, D	Aspen	CO	81611	Bethany Spitz	(215) 872-0299	bgarbose@gmail.com
Villas at Elk Run	2	6201 Elk Ln	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Pine Creek	2	12725 Castle Creek Rd	Aspen	CO	81611	Chris Keating	(970) 925-1044	chris@pinecreekhouse.com
West Smuggler	2	955 And 959 West Smuggler St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Fleisher Bldg	2	200 E Main St 1, 2	Aspen	CO	81611	Bethany Spitz	(970) 925-7053	bush@expeditioncapital.com
Valley Pines	2	1300 E Valley Rd Unit 1	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
White Elephant Hotel	2	110 West Main Street	Aspen	CO	81611	Bethany Spitz	(970) 945-5488	jtodd@whiteelephantaspen.com
St. Moritz	2	334 W Hyman Ave A, B	Aspen	CO	81611	Bethany Spitz	(970) 925-3220	info@stmoritzlodge.com
Shadow Mtn. Lodge	2	232 W Hyman Ave 3, 9	Aspen	CO	81611	Bethany Spitz	(970) 925-8207	bethany.spitz@aspen.gov
Red Butte Ranch HOA	2	304 Jalanda Ln	Aspen	CO	81611	Soledad Hurst	(970) 544-1885	bethany.spitz@aspen.gov
Garmisch S 306	2	306 S Garmisch St C, D	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	ljeppesen@s3dyn.com
Animal Shelter	2	Hwy 82 Animal Shelter Rd	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Tenth Mountain	2	1290 Ute Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Mother Lode Condos	2	314 E Hyman Ave	Aspen	CO	81611	Jason Hall	(214) 953-1177	jhall@jcleo.com
Starry Pines Ranch	2	2262 Snowmass Creek Rd 2	Snowmass	CO	81615	Shelley Burke	(970) 927-4202	bethany.spitz@aspen.gov
GLE 0481	1	481 Glen Eagle Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
699 Eppley Dr	1	699 Eppley Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Sierra Vista	1	1395 Sierra Vista Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Hines Aspen Intnl Ltd EDU	1	540 Mandaley Ln	Snowmass	CO	81615	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Lauder ADU	1	860 Roaring Fork Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Lift One Managers Unit	1	131 E Durant Ave 110	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Stage Road PUD	1	276 Coach Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
411 AABC	1	411 AABC 404	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Tom Thumb	1	400 E Hyman Ave A303	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Champagne Ln	1	75 Champagne Ln	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Panorama Heights	1	2110 Bennett Avenue	Glenwood Springs	CO	81601	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
2280 Snowmass Creek Rd	1	2280 Snowmass Creek Rd	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov

Silverbrook	1	450 Smuggler Mountain Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
1567 Prince Creek	1	1567 Prince Creek	Carbondale	CO	81623	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Chateau Chaumont	1	731 E Durant W5	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
East Cooper / 1230	1	501 E Cooper Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
East Hopkins Alley (1000 E Hopkins)	1	992 E Hopkins Alley	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Shady Lane Condo	1	99 Shady Ln	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Homerun	1	101 Homerun Ln	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
210 S West End St	1	210 S W End St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
405 AABC	1	405 AABC F	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
AABC AABC Rocky Mtn Natural Gas	1	113 AABC	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Adair Duplex	1	126 Park Ave 2	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
AABC Mini Storage/ Canyon Cable	1	105 Woodward Ln	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Filoha Meadows	1	14628 Hwy 133	Carbondale	CO	81623	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Little Woody Creek Rd	1	610 Little Woody Creek Rd	Woody Creek	CO	81656	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Whisperwind Way	1	153 Whisperwind Way	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
910 Gibson Ave	1	910 Gibson Ave	Aspen	CO	81611	Saye Yabendeh	(970) 920-5137	miss.saye.yabandeh@me.com
Aspen Chance Subdivision	1	820 Chance Ct	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
4862 Snowmass Creek Rd	1	4862 Snowmass Creek Rd	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
AABC Rent All	1	208 AABC	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
45 Westerly Ln	1	45 Westerly Ln	Basalt	CO	81621	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Sneaky Lane	1	503 Sneaky Ln	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
1644 Prince Creek	1	1640 Prince Creek	Carbondale	CO	81623	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Columbines at Elk Run	1	603 Wren Ct	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Spruce	1	560 Spruce St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
829 W Bleeker (Klein)	1	829 W Bleeker St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
AABC Bishop Building	1	407 AABC	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Ten Ten Ute	1	19 Ute Pl	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Aspen Valley Ranch	1	130 Aspen Valley Ranch Rd	Woody Creek	CO	81656	Maria Johnson	(970) 379-1319	maria@avrresidences.com
Winfield Arms	1	119 E Cooper Ave Apt 1	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Shadow Rock Townhomes	1	153 Juniper Trail	Carbondale	CO	81623	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Park Modern	1	202 Evans Rd	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
351 Southside Drive	1	351 Southside Drive	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Market Street Lofts	1	361 Robinson St #200	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Oak Grove Townhomes	1	323 Park Ave H6	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
1640 Prince Creek	1	1644 Prince Creek	Carbondale	CO	81623	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Aspen View Condos	1	326 Midland Ave 304	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkincounty.com
Highlands Villas	1	98 Glen Dee Rd 4	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net

Mountain River Manor	1	900 E Hopkins #4	Aspen	CO	81611	John or Lex	(970) 920-0101	jeff@pyramidadvisors.net
205 W Main St	1	205 W Main St	Aspen	CO	81611	Michael H Brown	(970) 920-5137	michael@haymax.com
Aspen Condos	1	601 S West End St 13	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
480 Doolittle Drive	1	480 Doolittle Dr	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Marolt House	1	40176 Hwy 82	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Anderson Park	1	1101 E Cooper Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
ARC Apt	1	895 Maroon Creek Rd	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Clarendon	1	625 W End St	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
Spring	1	100 S Spring St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Silver Stream	1	926 E Durant Ave 7	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Shield	1	1120 Shield O Road	Snowmass	CO	81654	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
33 Pitkin Mesa	1	33 Pitkin Mesa Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Pitkin Reserve	1	51 Pitkin Way	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Red Butte Ranch	1	5721 Snowmass Creek Rd	Snowmass Village	CO	81615	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Reds Rd.	1	182 E Reds Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Ritz Prospect	1	25 Prospector Rd	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Christian Science Society	1	734 W Main St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Innsbruck Lodge	1	233 W Main St	Aspen	CO	81611	Kevin Feldman	(970) 920-5137	kevin.feldman@bluegreenvacations.com
Mtn Forge	1	230 E Hopkins Unit 101	Aspen	CO	81611	Ana Halverson	(970) 920-5137	ana@hpmaspen.com
Wildwood	1	262 Wildwood Ln	Aspen	CO	81611	Becky Helmus	(970) 925-5678	wildwood@rof.net
Williams Way	1	4 Williams Way	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Zeigler	1	2308 Ziegler Divide Way	Snowmass Village	CO	81615	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
SAG 90	1	90 Sagebrush Ln	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Roaring Fork Meadows	1	165 Hoaglund Ranch Rd	Basalt	CO	81621	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Guidos	3	430 E Cooper Ave 8	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Handy	1	313 Handy	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Snow Queen	1	124 E Cooper Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
977 Queen	1	977 Queen St	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Cooper Greystone	1	818 E Cooper Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Carroll	1	314 Carroll Dr	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Deer Hill Commercial	1	209 Ventnor Ave	Aspen	CO	81611	Bethany Spitz	(970) 920-5137	bethany.spitz@aspen.gov
Total	**1,466**							

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SCHEDULE C

Required Supplemental Terms and Conditions

The full text of the current version of this Required Supplemental Terms and Conditions schedule is located and available on-line at https://www.rentgrow.com/us-screening-schedule-c and, by this reference, is fully incorporated into this Agreement as may be updated from time to time, with or without notice.

In the event any material update to or modification of this Required Supplemental Terms and Conditions schedule that Client does not accept, Client must immediately stop using the Services and notify RentGrow in writing within 7 days of this schedule's revision date. Upon the receipt by RentGrow of such written notice from Client, RentGrow will discontinue the Services and terminate this Agreement for the convenience of both parties without penalty to Client but subject to all other terms of this Agreement. In the absence of such written notice, the access to or use of the Services by Client or any End-User shall constitute acceptance of this Required Supplemental Terms and Conditions schedule in effect at the time of such access or use.

Under no circumstances shall RentGrow include in this Required Supplemental Terms and Conditions schedule any term, condition, notice or otherwise that is not required by a Credit Bureau, CRA, or applicable local, state and federal law or regulation in order for RentGrow to be able to provide, and for Client and End-Users to be able to access and use, the Services.

As indicated in this Required Supplemental Terms and Conditions schedule, Client is required to initial certain terms. Client acknowledges and agrees that the execution of this Agreement shall fulfill such requirement on a continuing basis, including as to any updates to this Required Supplemental Terms and Conditions schedule to the extent Client and End-Users access and use the Services.

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SCHEDULE D

Required Billing and Invoicing Information

For all RentGrow billing or invoicing questions, please contact the RentGrow Accounting Department by phone at **(800) 736-8476** or by email at **RS_Billing@rentgrow.com**.

Primary Corporate Billing Contact – to be used by the RentGrow Accounting Department for addressing billing issues, questions about Schedule A (Fee Schedule) or questions about this Schedule D (Required Billing and Invoicing Information).

Name: Sandra Jaramaz

Title: Business Operations Manager

Phone: 970-920-5456

Email: sandra.jaramaz@aspen.gov

Invoice Delivery Options (choose Option 1 or 2):

☑ **Option 1 – PAYscan**: (*PREFERRED*) – Invoices will be uploaded to your invoice register. Please send an email to RS_Billing@rentgrow.com and someone will contact you.

☐ **Option 2 – Email Delivery**: **EMAIL ADDRESSES MUST BE A CENTRALIZED BILLING CENTER**

☐ Email invoices to each property at the property email addresses provided in Schedule B (Property Worksheet).

OR

☐ Email each invoice PDF separately to this email below:

Email: _____

☐ Email a single PDF containing all invoices for the properties in Schedule B (Property Worksheet) to this email below:

Email: _____

Sales Tax Status

Sales tax will be included with your invoice unless noted otherwise:

Email all tax-exempt certifications to RS_Billing@rentgrow.com

Sales Tax Exempt: YES ☑ NO ☐

Client acknowledges and agrees that it is responsible for keeping the above information current and complete and that Client is solely responsible for all misrouted or returned invoices provided by RentGrow according to the above information. RentGrow and Client further acknowledge and agree that changes to this Schedule D (Required Billing and Invoicing Information) may be made in writing (including by email) by and between the RentGrow Accounting Department and the Primary Corporate Billing Contact.

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SCHEDULE E

International Credit Services Additional Terms

1. Client agrees to use RentGrow's International Credit Services. Client acknowledges that through the International Credit Services, Client may invite applicants whose applications were declined or conditionally accepted solely due to insufficient credit history to obtain their international credit score through Nova Credit, Inc. ("**Nova**").

2. Client acknowledges that through the International Credit Services, Client may invite an applicant to request a credit report from participating countries from Nova, subject to Nova's ability to obtain the applicant's credit data. Client acknowledges that when the applicant's credit data is available, Nova will provide the applicant's credit score and credit report to RentGrow, which will determine whether to update the applicant's initial tenant screening result based on Client's credit scoring criteria. RentGrow does not guarantee or warrant the accuracy of the data received from Nova.

3. Client acknowledges and agrees that it will not use applicant data obtained through the International Credit Services to take adverse action, as defined in the FCRA [15 U.S.C. § 1681(a)], against an applicant. Client agrees further that each International Credit result provided by RentGrow shall only be used during 1 tenant screening session.

4. During the term of the Agreement, Client shall use RentGrow as the exclusive provider of its international credit screening needs with respect to all properties subject to the Agreement.

5. As an express condition of accessing and using the International Credit Services as permitted under this Agreement, Client acknowledges and agrees that it and all End-Users shall do so only for Permissible Purpose.

6. Client acknowledges that all terms and conditions of the Agreement apply to Client and its End-Users' use of the International Credit Services, including but not limited to all use, confidentiality, and security obligations, and RentGrow's right to conduct random as well as regular monitoring of End-Users' access to and use of the International Credit Services for the purpose of validating that End-Users are accessing and using the International Credit Services only for the Permissible Purpose and in accordance with the Agreement.

7. Client acknowledges that RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use any information derived from the provision of the International Credit Services in order to improve, develop, or enhance the International Credit Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

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SCHEDULE F

The Work Number Services Additional Terms

1. Client desires to use Tenant Screening Income/Employment Verification services offered through The Work Number®, which is operated by TALX Corporation [a provider of Equifax Verification Services ("**EVS**")] (the "**TWN Services**"). TWN Services provide tenant screening data that Client may use to verify an Applicant's employment information in connection with an application for rental housing.

2. Client's use of TWN Services will commence upon the Effective Date of this document and continue for one year unless the Agreement is earlier terminated. Upon expiration of such one-year period, this schedule or exhibit shall automatically renew for successive one-year terms (subject to an earlier termination of the Agreement), unless a party provides written notice of non-renewal of this schedule or exhibit at least 30 days prior to expiration of the then-current term.

3. As an express condition of accessing and using TWN Services as permitted under this schedule or exhibit, Client acknowledges and agrees that it and all End-Users shall do so only for the Permissible Purpose of either:

    a. Verifying, where available, the Applicant's Social Security number, employment, and income information for Applicants to its Properties in connection with an application for market-rate rental housing; or

    b. Determining, where available, the Applicant's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an Applicant's financial responsibility or status in connection with an application for affordable housing.

4. Client acknowledges that all terms and conditions of the Agreement apply to Client and its End-Users' use of TWN Services, including but not limited to all confidentiality obligations and RentGrow's right to conduct random as well as regular monitoring of End-Users' access to and use of TWN Services for the purpose of validating that End-Users are accessing and using TWN Services only for the applicable Permissible Purpose and in accordance with the Agreement and this schedule or exhibit.

5. Client acknowledges and agrees that Client and all End-Users are bound by: (i) the terms and conditions of the Agreement and this schedule or exhibit; (ii) the FCRA; (iii) all other applicable laws and regulations; (iv) the then-current version of Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available online at: https://www.rentgrow.com/us-screening-schedule-c or as RentGrow may otherwise provide to Client; and (v) the then-current version of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers, the full text of which is located and available online at: https://www.rentgrow.com/qualified-subscriber-terms-conditions or as RentGrow may otherwise provide to Client, and which is fully incorporated into this Agreement by this reference .

6. The full text of the then-current version of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers is located and available online at https://www.rentgrow.com/qualified-subscriber-terms-conditions and, by this reference, is fully incorporated into this Agreement as may be updated from time to time, with or without notice. Under no circumstances shall RentGrow include in the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers any term, condition, notice, or otherwise that is not required by EVS, a Credit Bureau, CRA, or applicable law or regulation in order for RentGrow to be able to provide, or for Client and End-Users to be able to access and use, the TWN Services.

7. In the event of any material update to or modification of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers that Client does not accept, Client must immediately stop using the TWN Services and notify RentGrow in writing within 7 days of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers terms revision date. Upon the receipt by RentGrow of such written notice from Client, RentGrow will discontinue the TWN Services and terminate this schedule or exhibit for the convenience of both parties without penalty to Client but subject to all other terms of the Agreement. In the absence of such written notice, the access to or use of the Services by Client or any End-User shall constitute acceptance of the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers in effect at the time of such access or use.

8. As indicated in the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers, Client is required to initial certain terms. Client acknowledges and agrees that the execution of this schedule or exhibit shall fulfill such requirement on a continuing basis, including as to any updates to the Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers, to the extent Client and End-Users access and use the Services.

9. Client acknowledges that RentGrow or its affiliates may aggregate, compile, and use any information or data it receives or performs in connection with TWN Services for any purpose, including without limitation, for the purpose of providing that information to EVS or for the purpose of improving or enhancing other services offered, or to be offered, by RentGrow or its affiliates.

10. Client acknowledges and agrees that all terms and conditions of Schedule A of the Agreement (Fee Schedule) relating to payment terms, taxes, and additional terms apply to Client and its End-Users' use of TWN Services.

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SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, LLC, a Delaware limited liability company headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("**Yardi**"), and

Aspen/Pitkin County Housing Authority ("Client")
201 E Hyman Ave Ste 202
Aspen, CO 81611

enter into this agreement including any schedules, exhibits or other attachments (this "**Agreement**") effective as of the Effective Date [defined in section 1 (Definitions), below].

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Anniversary Date**" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "**Business Purposes**" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "**Client Data**" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "**Contractor**" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "**Deliverable**" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "**Designated User**" or "**DU**" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "**Effective Date**" means the date of the last party signature on this Agreement.

h. "**Fees**" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event including, without limitation, fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree, or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

j. "**Initiation Date**" means the first day of the month immediately following that date which is 2 weeks after the Effective Date.

k. "**Licensed Programs**" means the software program(s) identified in Schedule A (Fee Schedule).

l. "**Licensed Programs Documentation**" means the user manuals and documentation for the Licensed Programs.

m. "**Password**" means the unique username and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "**POC(s)**" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "**Undisputed Fees**" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) - within 30 days of invoice.

p. **"Use"** means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. "**Yardi Cloud**" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. "**Yardi Cloud Services**" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to

breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's fifth Anniversary Date (the "**Initial Term**") unless earlier terminated in accord with section 3(c) (Termination for Cause). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 3-year terms (each a "**Renewal Term**") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

b. **Termination Upon Non-Appropriation.** Client may terminate this Agreement without cause and for its convenience upon written notice to Yardi, including evidence, of non-appropriation of funds by the governing body or bodies providing funding to Client, in which event Client shall not be obligated for future Fees under this Agreement not already then-incurred under this Agreement. Upon a termination pursuant to this section 3(b) (Termination Upon Non-Appropriation), Client shall promptly pay any Undisputed Fees owed to Yardi as of the termination effective date. If Client terminates this Agreement pursuant to this section 3(b) (Termination Upon Non-Appropriation), Client shall not be entitled to a refund of any Fees.

c. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 7 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 7 days, the breaching party fails to initiate cure within 7 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

e. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. License Fees.

a. **Fees.** Client agrees to pay Yardi the Fees in accord with the payment terms set forth in Schedule A (Fee Schedule).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of section 3(c) (Termination for Cause). Additionally, Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is less.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties, or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

d. **Partial Fee Disputes**. If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. Implementation and Training.

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing, and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all expenses associated with on-site visits incurred in accord with Yardi's then-current

travel and expense policy. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "**Testing Period**") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. Application Support & Upgrades.

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts**. Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B (Yardi SaaS Select Subscription Services and Governance Schedule).

f. **Application Support Hours.** Yardi's application support hours are from 5:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. Client Data.

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** "**Confidential Information**" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) the prices offered or paid per this Agreement for Yardi's products and services; (ix) SSAE18 audit reports and any information related to SSAE18 audit reports; (x) any information related to PCI DSS compliance; (xi) this Agreement's terms; and (xii) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "**Receiving Party**") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "**Disclosing Party**") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law including, without limitation and in accord with its terms, the Colorado Open Records Act to the extent applicable pursuant to its terms; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer. EXCEPT AS EXPRESSLY SET**

FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. **Damage Waiver. REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.**

b. **Liability Limit. IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.**

12. Ownership.

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title, and interest in and to Client Data. Client represents and warrants that Client has all necessary rights, title, and interest in and to all materials and/or content that Client provides for, or uploads to: (i) the database(s) associated with the Licensed Programs; (ii) the Yardi Cloud; and/or (iii) any Yardi-hosted site; including, without limitation, materials and/or content that Client provides for use on Client's RentCafe portal(s) and documents that Client uploads to FillDocs, eDocs, RentCafe Lease Documents, or EHR suite (collectively, "**Client Content**"). Client acknowledges and agrees that Yardi has no responsibility or duty to review, approve, or pre-screen Client Content that Client provides for, or uploads to: (A) the database(s) associated with the Licensed Programs; (B) the Yardi Cloud; and/or (C) any Yardi-hosted site. Client grants Yardi a worldwide, non-exclusive, royalty-free license and right to use, reproduce, distribute, modify, and display Client Content in connection with Business Purposes. Client acknowledges and agrees that if a third party believes their copyright has been infringed by any Client Content, Yardi has implemented policies in accord with the Digital Millennium Copyright Act, 17 U.S.C. Section 512, and Yardi reserves the right to remove any material found to be infringing under Yardi's aforementioned policies.

13. Indemnification.

a. **Yardi Indemnity.**

(i) Indemnity. Yardi agrees to defend, indemnify, and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accord with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

(ii) Indemnity Conditions. Yardi's defense and indemnification obligations per section 13(a)(i) (Indemnity) are conditioned upon the following: (A) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (B) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (C) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

(iii) Injunction. If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (A) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (B) secure Client's right to continue Use of the Licensed Programs; or (C) if neither (A) nor (B) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

b. **Intentionally Omitted.**

14. Programming Services.

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts, and other programming services (collectively, "**Programming Services**").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "**Permitted Exceptions**"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

16. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

17. Mediation.

a. **Mediation Request; Condition Precedent.** In the event of a dispute arising out of or related to this Agreement which the parties are unable to resolve through direct negotiation, either party may serve upon the other at its principal place of business a request for mediation. Neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement.

b. **Mediation Process**. The parties will select a neutral, independent mediator with experience in the relevant subject matter by the rules of the office of the Judicial Arbitration and Mediation Service (JAMS) closest to the mediation venue. The parties shall conduct the mediation not less than 10 or more than 20 days from the date the party requesting mediation gives notice of the request for mediation to the other party. If requested by Client, the parties shall conduct the mediation in Santa Barbara, California. If requested by Yardi, the parties shall conduct the mediation in Aspen, Colorado. The parties shall equally bear the mediation costs.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made in mediation by the other parties or the mediator. The mediation confidentiality provisions of California Evidence Code sections 1115 – 1128 shall apply to the mediation proceedings.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, each party shall provide the mediator and the other party with a statement of its position and copies of supporting documents. Each party shall send to the mediation a person who has knowledge of the matter and authority to recommend resolution terms.

e. **Non-Binding.** If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity.

18. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.**

(i) Action Initiated by Client. With respect to any action or proceeding initiated by Client (except a cross or counter-action in a proceeding initiated by Yardi which shall be governed and determined by the same governing law as the proceeding initiated by Yardi), this Agreement shall be governed and determined by the laws of the United States and the State of California as such laws are applied to agreements made and performed entirely within the State of California.

(ii) Action Initiated by Yardi. With respect to any action or proceeding initiated by Yardi (except a cross or counter-action in a proceeding initiated by Client which shall be governed and determined by the same governing law as the proceeding initiated by Client), this Agreement shall be governed and determined by the laws of the United States and the State of Colorado as such laws are applied to agreements made and performed entirely within the State of Colorado.

c. **Venue.**

(i) Action Initiated by Client. Any action or proceeding related to or arising out of this Agreement initiated by Client (except a cross or counter-action in a proceeding initiated by Yardi which shall be brought in the same venue as the proceeding initiated by Yardi) shall be resolved only in a court of competent jurisdiction in the City of Santa Barbara, State of California (or the court of competent jurisdiction closest to Santa Barbara, CA if no court of competent jurisdiction resides in Santa Barbara, CA), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

(ii) Action Initiated by Yardi. Any action or proceeding related to or arising out of this Agreement initiated by Yardi (except a cross or counter-action in a proceeding initiated by Client which shall be brought in the same venue as the proceeding initiated by Client) shall be resolved only in a court of competent jurisdiction in the City of Aspen, State of Colorado (or the court of competent jurisdiction closest to Aspen, CO if no court of competent jurisdiction resides in Aspen, CO), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Injunctive Relief.**

(i) Yardi Injunctive Relief. The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 15 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 15 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) Client Injunctive Relief. The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's obligations under that section and injunctive relief against any further violations of that section.

e. **Binding Effect.** This Agreement is binding on and inures

to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. **Notices**.

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:
Attn: Bethany Spitz
ASPEN/PITKIN COUNTY HOUSING AUTHORITY
201 E Hyman Ave Ste 202
Aspen, CO 81611

(iii) If to Yardi:
Attn: Legal Department
YARDI SYSTEMS, LLC
430 S. Fairview Ave.
Goleta, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant, or resident in such aggregated form.

k. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Non-Solicit/Non-Hire**. The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

m. **Modification**. The parties may modify or amend this Agreement:

(i) Signed Writing: By a writing signed by both parties; provided, however, that the parties may transmit signatures on a modification or amendment of this Agreement by electronic transmission;

(ii) Client Online: To increase/decrease Client's licensed Designated User, property, unit, etc. count (as applicable) by Client's submission [via Client's POC(s) for that purpose] of Yardi's online form for such changes through Yardi's 'Client Central' portal;

(iii) Electronic Confirmation: By electronically signed, 'click-to-agree,' or similar electronic confirmation; and/or

(iv) Electronic Signature: By a writing electronically signed by both parties.

n. **Force Majeure**. Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Right to Audit and Compliance.** In accord with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord with this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi 'know-your-client' requirements, processes, and/or procedures.

p. **Publicity**. Client agrees that Yardi may use Client's name and logo in client listings and Yardi marketing material upon Client's approval.

q. **Signature; Counterparts**. This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

<SIGNATURE PAGE FOLLOWS>

ASPEN/PITKIN COUNTY HOUSING AUTHORITY ("Client")

By: _____

Date: _____

Print Name: _____

Title: _____

YARDI SYSTEMS, LLC ("Yardi")

By: DocuSigned by: Michael Remorenko A0511049FC75416...

Date: 3/5/2026 | 12:40:54 PM PST

Print Name: 3/5/2026 | 12:40:54 PM PST

Title: Authorized Representative

Rev. 080325

SCHEDULE A

Fee Schedule

Yardi Pin #: 100052688

Yardi Order #: 494586

Annual Fees

Description	Unit of Measure (UOM)	Count	$/UOM	$/UOM Concession	Net $/UOM	Annual Fee
Voyager SaaS Select PHA and Affordable Property Management	Unit	347	$30.00	($7.75)	$22.25	$7,720.75
Voyager SaaS Select PHA Property Management for HCV	Unit	1,183	$24.00	($8.00)	$16.00	$18,928.00
RentCafe PHA Portal Package	Unit	347	$24.00	($5.86)	$18.14	$6,294.58
Maintenance IQ	Unit	347	$9.00	($3.00)	$6.00	$2,082.00
RentCafe PHA Portal Package for HCV	Unit	1,183	$20.00	($6.00)	$14.00	$16,562.00
Yardi Document Management for SharePoint	Unit	1,530	$6.00	($1.00)	$5.00	$7,650.00
					Total	**$59,237.33**

Temporary License Expiring 12 Months from Effective Date

Description	Temporary License Fee
Temporary Extension of Existing Program License	included

One-Time Fees

Description	UOM	Count	$/UOM	One-Time Fee
Implementation/Training (Voyager)	each	1	$26,000.00	$26,000.00
Implementation/Training (Yardi Document Management for SharePoint)	each	1	$10,000.00	$10,000.00
Additional Support Hours	hour	175	$120.00	$21,000.00
Conversion Services: Yardi to Yardi Upgrade	each	1	$0.00	$0.00
			Total	**$57,000.00**

One-Time Concessions

Description		Concession
Total Strategic One-Time Concession		**($29,618.66)**
Future One-Time Concession for Year 2	($14,809.33)	**applied in future**

Total Fees Due

Annual Fee		$59,237.33
One-Time Fee		$57,000.00
One-Time Concession		($29,618.66)
Future One-Time Concession	($14,809.33)	applied in future
Sub-Total		$86,618.67
Sales Tax		as applicable
	Total Due	**$86,618.67**

Additional Terms

1. **PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.

2. Future One-Time Concession contingency: Yardi shall provide to Client the Future One-Time Concession outlined above contingent upon Client maintaining the licenses outlined above through the 2nd Anniversary Date. This concession shall be void upon Agreement's date of termination.

3. Client may request future paperwork to increase/decrease the licensed Unit count by a minimum of 25 Units. Client may access Yardi Client Central to increase/decrease the licensed Unit count online without a minimum.

4. Additional terms are set forth in the following schedules to this Agreement:
   B – Yardi SaaS Select Subscription Services and Governance Schedule
   C – Additional Terms
   D – Property Worksheet

5. Fees are subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average table) for the preceding year.

SCHEDULE B

Yardi SaaS Select Subscription Services and Governance Schedule

Data and File Management
Yardi will provide Voyager Licensed Program data and file management services per the following guidelines.

1. Voyager Licensed Program production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the Voyager Licensed Program database backups at any time; and.
2. Voyager Licensed Program production data will be replicated in near-real-time both locally within the Voyager Licensed Program production data center, as well as to a separate, Voyager Licensed Program off-site disaster recovery location.

Licensed Programs Support and Governance of Use
Yardi will provide consulting and technical support for the Voyager Licensed Program per the following guidelines.

1. Implementation, consulting and support of the Voyager Licensed Program and the Voyager Licensed Program deployed components, where applicable.

Annual Fees Include
Client's annual Fees include access to the Yardi Cloud, Voyager Licensed Program, Voyager Licensed Program updates/upgrades, and 2 application support hours per $1,000.00 of Client's annual Fees. Clients installing the Voyager Licensed Program for the first time shall receive 150 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted Voyager Licensed Program application support allotment except when related to a Software Error. "**Software Error**" means a reproducible failure of the Voyager Licensed Program to materially perform as specified in the Voyager Licensed Program Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

SCHEDULE C

Additional Terms

Product Terms:

1. **RentCafe PHA Portal Package:**
    a. Leading practice Workflows and Forms (which are not subject to customizations). Any changes to the Workflows require further scoping between Yardi and Client and a Custom Programming Request.
2. **Yardi Document Management for SharePoint:** In using Yardi Document Management for SharePoint, Client acknowledges and agrees that all Client materials uploaded to SharePoint are stored in the Microsoft cloud (pursuant to Microsoft's license agreement with Client) and not the Yardi Cloud.

Allotted DUs included:

1. Agreement includes unlimited residential DUs.

Implementation/Training Details:

1. Yardi Document Management Implementation/Training includes up to 50 hours.

Conversion Details:

1. Yardi agrees to provide a standard migration of 1 Breeze Premier-associated database to Voyager using Yardi's data conversion tool at no additional charge. Data migration services are subject to Yardi's data conversion guidelines. Telecom support services related to migration will be debited against Client's support service allotment.

Concession Details:

1. Recurring concessions outlined in Schedule A (Fee Schedule) are contingent upon Client maintaining initial licensing and associated Fees. If Client reduces licensed products or quantities which decreases the Fee by more than 10%, concessions shall be reduced in correlation to the Fee reduction. For example, if Client reduces Fees by 50%, the annual concession shall be reduced by 50%.

Other Terms:

1. Yardi licenses/services are sold separately unless otherwise stated.
2. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.
3. Yardi reserves the right to audit Client's database at any time solely to confirm the scope of Client's use of the Licensed Programs relative to Client's contractual license.
4. In accord with Schedule A (Fee Schedule), Client may add additional licenses/services at any time, and any associated Annual Fee increases shall be prorated from the period the addition is made through the end of Client's then-current billing cycle. Client may also remove licenses/services upon the first day of each billing period (i.e., reduce Client's Annual Fee by such removals) through the execution of future addenda or online orders placed through Yardi Client Central.
5. **RentBureau Data Release and FPN Resident-Link Services:** If you choose to release data to RentBureau, a division of Experian Data Corp. (RentBureau), and if you choose to offer your tenants subscription-based identity theft protection services through Resident-Link powered by Fraud Protection Network® (FPN Resident-Link), additional terms apply, are incorporated into the Agreement, and are posted at **RENTBUREAU AND RESIDENT-LINK TERMS OF USE AND DATA RELEASE** (the **DR-TOU**). Note that you can release data to RentBureau without implementing FPN Resident-Link Services, but if you decide to offer FPN Resident-Link Services to your tenants, you must release data to RentBureau.
6. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.
7. Client agrees to a minimum of **$10,000.00**/year for RentCafe PHA Portal Package.
8. Client agrees to license the following products for all Voyager Units:
    a. Maintenance IQ (for all physical Units)
    b. Yardi Document Management for SharePoint

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SCHEDULE D

Property Worksheet

Property Name	Property Type	Units	Street Address	City	State	Zip	Property Manager	Property Phone	Property Email
Centennial Apartments	Tax Credit	148	100 Luke Short Ct	Aspen	CO	81611	Leasing Centennial Aspen	(970) 925-1876	leasing@centennialaspen.com
Truscott I	Tax Credit	109	39551 Hwy 82	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Marolt Ranch	Tax Credit	100	613 Marolt Pl	Aspen	CO	81611	Nicole Morehead	(970) 429-2897	nicole.morehead@aspen.gov
Burlingame (Seasonal)	Tax Credit	93	50 Harmony Pl	Aspen	CO	81611	Taylor Conti	(970) 710-3111	help@burlingamehousing.com
Truscott II	Tax Credit	87	18 Truscott Pl	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Castle Ridge	Tax Credit	80	101 Doolittle Cir	Aspen	CO	81611	Donna Hill	(970) 925-6851	dhilldjh@aol.com
Alpina Haus	Tax Credit	44	935 E Durant Ave	Aspen	CO	81611	Kevin DeCarlo	(970) 920-3975	deconovitch@comcast.net
Maroon Creek	Tax Credit	42	601 Stage Ct	Aspen	CO	81611	Stephanie Thurston	(970) 544-1885	marmgr@amcllc.net
Aspen Country Inn	Tax Credit	40	38996 Hwy 82	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Holiday House	Tax Credit	36	127 W Hopkins Ave	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspen
Hunter Longhouse	Tax Credit	33	101 Lone Pine Rd	Aspen	CO	81611	Megan Kappeli	(970) 963-9502	megan@zgrent.com
ULLR Commons	Tax Credit	27	520 W Main St	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
488 Castle Creek	Tax Credit	24	488 Castle Creek	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Ute City Place	Tax Credit	22	909 E Cooper Ave	Aspen	CO	81611	Leasing Ute City Place	(970) 235-2111	leasing@utecityplace.com
Mtn Oaks (AVH)	Tax Credit	21	207 Mtn Oaks Pl	Aspen	CO	81611	Steve Selby	(970) 544-1141	sselby@aspenhospital.org
Heatherbed	Tax Credit	20	1679 Maroon Creek Rd	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@as-pensnowmass.com
Truman Aspen Center	Tax Credit	18	355 N Mill St	Aspen	CO	81611	Lisa Hicks	(970) 925-8032	lhicks@mwaspen.com
Castle Creek Meadows (AVH)	Tax Credit	18	401 Castle Creek Rd	Aspen	CO	81611	Steve Selby	(970) 544-1141	sselby@aspenhospital.org
Pitkin Park Place	Tax Credit	17	419 AABC	Aspen	CO	81611	Andrew Miller	(970) 925-3760	andrew.miller@pitkin-county.com
Copper Horse	Tax Credit	13	328 W Main St	Aspen	CO	81611	Kevin DeCarlo	(970) 920-3975	deconovitch@comcast.net
River Glen	Tax Credit	12	1015 E Durant Ave	Aspen	CO	81611	Justin Addison	TBD	justin@masonmorse.com
517 Park Circle	Tax Credit	11	517 Park Circle	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Smuggler Mountain Apartments	Tax Credit	11	414 Park Cir	Aspen	CO	81611	Julia Peralta	(970) 987-0785	julia.peralta@aspen.gov
Aspen Highlands Village - Trailhead	Tax Credit	10	133 Prospector Rd	Aspen	CO	81611	Kevin Joseph	(310) 968-3366	kevin@highlandsale-house.com
West Ranch (School)	Tax Credit	10	113 Crescent Dr	Woody Creek	CO	81656	Sam Rose	(970) 925-3760	srose@aspenk12.net
802 W Main St	Tax Credit	10	802 W Main St	Aspen	CO	81611	David Atack	(970) 710-2616	802main@royalamerican.com
Aspen Highlands Village - Maroon Creek Station	Tax Credit	9	115 Boomerang Rd	Aspen	CO	81611	Milton Stewart	(970) 452-9293	aspenhousing@gmail.com
Aspen Mountain Residences (aka Hyatt Grand Aspen)	Tax Credit	9	400 E Dean St	Aspen	CO	81611	Claudine Grondin	(970) 429-9105	cgrondin@eastwest.com
Aspen Consolidated Sanitation District	Tax Credit	8	566 N Mill St	Aspen	CO	81611	TBD	(970) 925-2437	acsdmgr@gmail.com
Residences at Little Nell	Tax Credit	8	501 E Dean St	Aspen	CO	81611	Timothy Baldwin	(970) 429-6720	tbaldwin1@aspensnow-mass.com
AABC Comcast	Tax Credit	8	203 AABC	Aspen	CO	81611	Megan Kappeli	(970) 963-9494	megan@zgrent.com
Aspen Edge Condominiums	Tax Credit	8	1235 E Cooper	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Cortina	Tax Credit	8	220 E Main St	Aspen	CO	81611	Paz Escobar	(970) 920-1000	paz.escobar@aubergere-sorts.com
Hunter Creek	Tax Credit	8	1400 Vine St	Aspen	CO	81611	Lisa O'Sullivan	(970) 925-1000 x3503	lisa@aspensquarehotel.com
Burlingame (Year-round)	Tax Credit	8	421 Harmony Pl	Aspen	CO	81611	Taylor Conti	(970) 710-3111	help@burlingamehousing.com
King Louis Condominiums	Tax Credit	8	210 W Main St	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
West Hallam	Tax Credit	7	832 West Hallam	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Mocklin Apartments	Tax Credit	7	202 Lone Pine Rd	Aspen	CO	81611	Carol Parks	TBD	hparks@200newbury.com
Inn At Aspen	Tax Credit	7	38750 Highway 82	Aspen	CO	81611	Geoff Lubin	TBD	glubin@innataspen.com
Mill Street Condos	Tax Credit	7	415 Rio Grande Pl	Aspen	CO	81611	TBD	TBD	TBD
550 E Main St	Tax Credit	6	550 E Main St	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com

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410 West End Condominiums	Tax Credit	6	410 W End	Aspen	CO	81611	TBD	TBD	TBD
Water Place	Tax Credit	6	2 E Water Pl	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Chaparral Aspen	Tax Credit	6	45 Chaparral Cir	Woody Creek	CO	81656	Lisa Flynn	(970) 379-6405	lisahallfylnn@gmail.com
East Hopkins	Tax Credit	6	308 E Hopkins Ave	Aspen	CO	81611	Paul McNaughton	TBD	pmcnaughton@improve-one.com
Bell Mountain Townhomes	Tax Credit	5	310 S Spring St	Aspen	CO	81611	TBD	TBD	TBD
ACES	Tax Credit	5	98 Puppy Smith St	Aspen	CO	81611	Chris Lane	(970) 925-5756	clane@aspennature.org
King	Tax Credit	4	955, 981, 985, 995 King St	Aspen	CO	81611	TBD	TBD	TBD
Lakeside Condominiums at Willits	Tax Credit	5	608 Lakeside Dr	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Willoughby	Tax Credit	4	645 Willoughby Way	Aspen	CO	81611	TBD	TBD	TBD
Woody Creek Mesa	Tax Credit	5	332, 340 Woody Creek Mesa	Woody Creek	CO	81656	Liz Moore	(970) 923-4646	office@discovercompass.org
Cemetery Ln	Tax Credit	5	703 Cemetery Ln	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Cemetery Ln	Tax Credit	1	717 Cemetery Ln 1	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Pitkin Center Building	Tax Credit	4	520 E Hyman Ave	Aspen	CO	81611	Chuck Barr	(970) 925-9094	cbarr23@hotmail.com
Red Mt.	Tax Credit	4	726 Red Mountain Rd	Aspen	CO	81611	TBD	TBD	TBD
Alpine Grove	Tax Credit	4	418 Pacific Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Starwood Ranch	Tax Credit	4	572 N Starwood Dr	Aspen	CO	81611	TBD	TBD	TBD
Snowmass Creek Rd.	Tax Credit	4	5959 Snowmass Creek Rd	Snowmass	CO	81654	TBD	TBD	TBD
304 AABC	Tax Credit	4	304 AABC	Aspen	CO	81611	Sarah Pegler	(970) 920-0101	sarah@pyramidadvisors.net
Aspen Alps	Tax Credit	4	700 Ute Ave	Aspen	CO	81611	John Corcoran	(970) 925-7820	john@aspenalps.com
Town Plaza	Tax Credit	4	216 E Durant Ave	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
City Plaza	Tax Credit	4	517 E Hopkins Ave D	Aspen	CO	81611	Linda Manning	(724) 422-1303	lmanning@mdevco.com
Buttermilk	Tax Credit	4	1422 W Buttermilk Rd	Aspen	CO	81611	TBD	TBD	TBD
Dancing Bear	Tax Credit	4	411 S Monarch St	Aspen	CO	81611	Alyson Gish	(970) 920-2500	alyson@dancing-bearaspen.com
Airport	Tax Credit	4	84 Service Center Rd	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
River Road	Tax Credit	1	99 N River Rd	Snowmass	CO	81654	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
River Rod	Tax Credit	1	100 E River Ranch Rd	Snowmass	CO	81654	TBD	TBD	TBD
River Road	Tax Credit	1	2520 Lower River Rd	Snowmass	CO	81654	Robert Oxenberg	TBD	robertoxenberg@aol.com
Christiana Lodge	Tax Credit	3	505 W Main St	Aspen	CO	81611	Dean Kinkle	(970) 384-3218	deankinkel@alpinebank
Lazy Glen	Tax Credit	3	25825 Hwy 82	Aspen	CO	81611	Karen Hilebrand	(970) 927-3632	admin@lazyglenhoa.com
Aspen Art Museum	Tax Credit	3	914 Waters Ave	Aspen	CO	81611	TBD	(970) 925-8050	TBD
McCabe Ranch	Tax Credit	3	70 McCabe Ranch Rd 21	Snowmass	CO	81654	TBD	TBD	TBD
Smuggler Run MHP	Tax Credit	3	4 Ajax Ave	Aspen	CO	81611	TBD	TBD	TBD
Lazy O	Tax Credit	3	1727 Snowmass Creek Rd 1, 2, 3	Snowmass	CO	81615	TBD	TBD	TBD
Fire	Tax Credit	3	1085 Redstone Blvd	Carbondale	CO	81623	Jan Shubert	(970) 925-5532	jan.schubert@aspenfire.com
Millenium Plaza (Galena Plaza) M&G Condo	Tax Credit	3	426 E Main St	Aspen	CO	81611	Kile Smith	(231) 590-6333	kile@ajaxm.com
Durant	Tax Credit	1	725 E Durant Ave 22A	Aspen	CO	81611	TBD	TBD	vale@rof.net
Durant	Tax Credit	1	520 E Durant St 207	Aspen	CO	81611	Paula Brodin	(970) 925-7615	paulabaspen@gmail.com
Jewish Resource Center	Tax Credit	3	435 W Main St	Aspen	CO	81611	Jewish Resource Center	(970) 544-3770	rabbi@jccaspen.com
420 E Hyman	Tax Credit	3	420 E Hyman	Aspen	CO	81611	Pamela Finley	(818) 223-3500 x1213	pfinley@ezralow.com
Mill Street Plaza	Tax Credit	3	205 S Mill St	Aspen	CO	81611	Lisa Hicks	(970) 925-8032	lhicks@mwaspen.com
Edge of Ajax	Tax Credit	3	715 E Hopkins Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Chitwood Plaza	Tax Credit	3	411 E Main St	Aspen	CO	81611	Deb Reardon	(970) 544-3960	debbiep@rof.net
River Park	Tax Credit	3	140 N Spring St 13, 14, 15	Aspen	CO	81611	Jerome Simecek	(970) 273-3100	jsimecek@romero-group.com
Castle Creek Rd.	Tax Credit	2	8475 Castle Creek Rd	Aspen	CO	81611	TBD	TBD	TBD

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Annabelle Inn	Tax Credit	2	232 W Main St	Aspen	CO	81611	TBD	TBD	info@annabelleinn.com
200 S Aspen St	Tax Credit	2	200 S Aspen St	Aspen	CO	81611	Brittany Shami	TBD	brittany@aspenstreet-lodge.com
Sundeck	Tax Credit	2	4705 Aspen Summer Rd	Aspen	CO	81611	Gitte Anzini Rasmussen	(970) 923-0498	ganzini-rasmussen@aspen
McLain Flats	Tax Credit	1	1650 McLain Flats Rd	Aspen	CO	81611	TBD	TBD	lweinglass@gmail.com
Asia Restaurant	Tax Credit	2	132 W Main St I, J	Aspen	CO	81611	Mary Schooner	(303) 825-9192	mschooner@dikeou.com
Katie Reed	Tax Credit	2	301 E Hopkins Ave 202, 203	Aspen	CO	81611	James Marcus	(970) 948-1328	james@utecityadvisors.com
ISIS	Tax Credit	2	406 E Hopkins Ave C, D	Aspen	CO	81611	Jeff Richman	(312) 850-1680	jrichman@mdevco.com
Cooper Park Place	Tax Credit	2	408 S Mill St 301, 302	Aspen	CO	81611	TBD	TBD	rknox@gorsuch.com
Doc Henry WC	Tax Credit	1	201 Doc Henry Rd	Woody Creek	CO	81656	TBD	TBD	TBD
Doc Henry WC	Tax Credit	1	44 Doc Henry Rd	Woody Creek	CO	81656	TBD	(970) 618-8005	TBD
Hotel Aspen	Tax Credit	2	110 W Main St	Aspen	CO	81611	Michael H Brown	TBD	michael@haymax.com
Five Trees	Tax Credit	2	95 Cinnamon Ct	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Brush Creek Rd	Tax Credit	1	1020 Brush Creek Rd	Snowmass	CO	81615	TBD	(970) 923-6619	TBD
Brush Creek Rd	Tax Credit	1	800 Brush Creek Rd	Snowmass	CO	81615	TBD	TBD	thomasandersen@gmail.com
W Aspen	Tax Credit	2	550 S Spring St 138	Aspen	CO	81611	Melissa Espinoza	(970) 431-0175	melissa.espinoza@who-tels.com
Collins Block EDUs	Tax Credit	2	204 S Mill St D, C	Aspen	CO	81611	TBD	TBD	baldwingallery@baldwingal-lery.com
Aspen Brownstones	Tax Credit	2	707 E Hyman Ave C, D	Aspen	CO	81611	TBD	(215) 872-0299	bgarbose@gmail.com
Villas at Elk Run	Tax Credit	2	6201 Elk Ln	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Pine Creek	Tax Credit	2	12725 Castle Creek Rd	Aspen	CO	81611	Chris Keating	(970) 925-1044	chris@pinecreekhouse.com
West Smuggler	Tax Credit	2	955 And 959 West Smuggler St	Aspen	CO	81611	TBD	TBD	TBD
Fleisher Bldg	Tax Credit	2	200 E Main St 1, 2	Aspen	CO	81611	TBD	(970) 925-7053	bush@expeditioncapital.com
Valley Pines	Tax Credit	2	1300 E Valley Rd Unit 1	Aspen	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
White Elephant Hotel	Tax Credit	2	110 West Main Street	Aspen	CO	81611	TBD	(970) 945-5488	jtodd@whiteelephantas-pen.com
St. Moritz	Tax Credit	2	334 W Hyman Ave A, B	Aspen	CO	81611	TBD	(970) 925-3220	info@stmoritzlodge.com
Shadow Mtn. Lodge	Tax Credit	2	232 W Hyman Ave 3, 9	Aspen	CO	81611	TBD	(970) 925-8207	TBD
Red Butte Ranch HOA	Tax Credit	2	304 Jalanda Ln	Aspen	CO	81611	Soledad Hurst	(970) 544-1885	TBD
Garmisch S 306	Tax Credit	2	306 S Garmisch St C, D	Aspen	CO	81611	TBD	TBD	ljeppesen@s3dyn.com
Animal Shelter	Tax Credit	2	Hwy 82 Animal Shelter Rd	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Tenth Mountain	Tax Credit	2	1290 Ute Ave	Aspen	CO	81611	TBD	TBD	TBD
Mother Lode Condos	Tax Credit	2	314 E Hyman Ave	Aspen	CO	81611	Jason Hall	(214) 953-1177	jhall@jcleo.com
Starry Pines Ranch	Tax Credit	2	2262 Snowmass Creek Rd 2	Snowmass	CO	81615	Shelley Burke	(970) 927-4202	TBD
GLE 0481	Tax Credit	1	481 Glen Eagle Dr	Aspen	CO	81611	TBD	TBD	TBD
699 Eppley Dr	Tax Credit	1	699 Eppley Dr	Aspen	CO	81611	TBD	TBD	TBD
Sierra Vista	Tax Credit	1	1395 Sierra Vista Dr	Aspen	CO	81611	TBD	TBD	TBD
Hines Aspen Intnl Ltd EDU	Tax Credit	1	540 Mandaley Ln	Snowmass	CO	81615	TBD	TBD	TBD
Lauder ADU	Tax Credit	1	860 Roaring Fork Rd	Aspen	CO	81611	TBD	TBD	TBD
Lift One Managers Unit	Tax Credit	1	131 E Durant Ave 110	Aspen	CO	81611	TBD	TBD	TBD
Stage Road PUD	Tax Credit	1	276 Coach Rd	Aspen	CO	81611	TBD	TBD	TBD
411 AABC	Tax Credit	1	411 AABC 404	Aspen	CO	81611	TBD	TBD	TBD
Tom Thumb	Tax Credit	1	400 E Hyman Ave A303	Aspen	CO	81611	TBD	TBD	TBD
Champagne Ln	Tax Credit	1	75 Champagne Ln	Snowmass	CO	81654	TBD	TBD	TBD
Panorama Heights	Tax Credit	1	2110 Bennett Avenue	Glenwood Springs	CO	81601	TBD	TBD	TBD
2280 Snowmass Creek Rd	Tax Credit	1	2280 Snowmass Creek Rd	Snowmass	CO	81654	TBD	TBD	TBD

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Silverbrook	Tax Credit	1	450 Smuggler Mountain Rd	Aspen	CO	81611	TBD	TBD	TBD
1567 Prince Creek	Tax Credit	1	1567 Prince Creek	Carbondale	CO	81623	TBD	TBD	TBD
Chateau Chaumont	Tax Credit	1	731 E Durant W5	Aspen	CO	81611	TBD	TBD	TBD
East Cooper / 1230	Tax Credit	1	501 E Cooper Ave	Aspen	CO	81611	TBD	TBD	TBD
East Hopkins Alley (1000 E Hopkins)	Tax Credit	1	992 E Hopkins Alley	Aspen	CO	81611	TBD	TBD	TBD
Shady Lane Condo	Tax Credit	1	99 Shady Ln	Aspen	CO	81611	TBD	TBD	TBD
Homerun	Tax Credit	1	101 Homerun Ln	Snowmass	CO	81654	TBD	TBD	TBD
210 S West End St	Tax Credit	1	210 S W End St	Aspen	CO	81611	TBD	TBD	TBD
405 AABC	Tax Credit	1	405 AABC F	Aspen	CO	81611	TBD	TBD	TBD
AABC AABC Rocky Mtn Natural Gas	Tax Credit	1	113 AABC	Aspen	CO	81611	TBD	TBD	TBD
Adair Duplex	Tax Credit	1	126 Park Ave 2	Aspen	CO	81611	TBD	TBD	TBD
AABC Mini Storage/Canyon Cable	Tax Credit	1	105 Woodward Ln	Aspen	CO	81611	TBD	TBD	TBD
Filoha Meadows	Tax Credit	1	14628 Hwy 133	Carbondale	CO	81623	TBD	TBD	TBD
Little Woody Creek Rd	Tax Credit	1	610 Little Woody Creek Rd	Woody Creek	CO	81656	TBD	TBD	TBD
Whisperwind Way	Tax Credit	1	153 Whisperwind Way	Snowmass	CO	81654	TBD	TBD	TBD
910 Gibson Ave	Tax Credit	1	910 Gibson Ave	Aspen	CO	81611	Saye Yabendeh	TBD	miss.saye.yabandeh@me.com
Aspen Chance Subdivision	Tax Credit	1	820 Chance Ct	Aspen	CO	81611	TBD	TBD	TBD
4862 Snowmass Creek Rd	Tax Credit	1	4862 Snowmass Creek Rd	Snowmass	CO	81654	TBD	TBD	TBD
AABC Rent All	Tax Credit	1	208 AABC	Aspen	CO	81611	TBD	TBD	TBD
45 Westerly Ln	Tax Credit	1	45 Westerly Ln	Basalt	CO	81621	TBD	TBD	TBD
Sneaky Lane	Tax Credit	1	503 Sneaky Ln	Aspen	CO	81611	TBD	TBD	TBD
1644 Prince Creek	Tax Credit	1	1640 Prince Creek	Carbondale	CO	81623	TBD	TBD	TBD
Columbines at Elk Run	Tax Credit	1	603 Wren Ct	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Spruce	Tax Credit	1	560 Spruce St	Aspen	CO	81611	TBD	TBD	TBD
829 W Bleeker (Klein)	Tax Credit	1	829 W Bleeker St	Aspen	CO	81611	TBD	TBD	TBD
AABC Bishop Building	Tax Credit	1	407 AABC	Aspen	CO	81611	TBD	TBD	TBD
Ten Ten Ute	Tax Credit	1	19 Ute Pl	Aspen	CO	81611	TBD	TBD	TBD
Aspen Valley Ranch	Tax Credit	1	130 Aspen Valley Ranch Rd	Woody Creek	CO	81656	Maria Johnson	(970) 379-1319	maria@avrresidences.com
Winfield Arms	Tax Credit	1	119 E Cooper Ave Apt 1	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Shadow Rock Townhomes	Tax Credit	1	153 Juniper Trail	Carbondale	CO	81623	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Park Modern	Tax Credit	1	202 Evans Rd	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
351 Southside Drive	Tax Credit	1	351 Southside Drive	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Market Street Lofts	Tax Credit	1	361 Robinson St #200	Basalt	CO	81621	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Oak Grove Townhomes	Tax Credit	1	323 Park Ave H6	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
1640 Prince Creek	Tax Credit	1	1644 Prince Creek	Carbondale	CO	81623	TBD	TBD	TBD
Aspen View Condos	Tax Credit	1	326 Midland Ave 304	Aspen	CO	81611	Andrew Miller	(970) 309-4295	andrew.miller@pitkin-county.com
Highlands Villas	Tax Credit	1	98 Glen Dee Rd 4	Aspen	CO	81611	Sam Rose	(970) 925-3760	srose@aspenk12.net
Mountain River Manor	Tax Credit	1	900 E Hopkins #4	Aspen	CO	81611	John or Lex	(970) 920-0101	jeff@pyramidadvisors.net
205 W Main St	Tax Credit	1	205 W Main St	Aspen	CO	81611	Michael H Brown	TBD	michael@haymax.com
Aspen Condos	Tax Credit	1	601 S West End St 13	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
480 Doolittle Drive	Tax Credit	1	480 Doolittle Dr	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Marolt House	Tax Credit	1	40176 Hwy 82	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
Anderson Park	Tax Credit	1	1101 E Cooper Ave	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com
ARC Apt	Tax Credit	1	895 Maroon Creek Rd	Aspen	CO	81611	Tara Nelson	(970) 920-5059	tara.nelson@cityofaspen.com

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Clarendon	Tax Credit	1	625 W End St	Aspen	CO	81611	Kevin Bowen	(970) 920-2000	kevin@friasproperties.com
Spring	Tax Credit	1	100 S Spring St	Aspen	CO	81611	TBD	TBD	TBD
Silver Stream	Tax Credit	1	926 E Durant Ave 7	Aspen	CO	81611	TBD	TBD	TBD
Shield	Tax Credit	1	1120 Shield O Road	Snowmass	CO	81654	TBD	TBD	TBD
33 Pitkin Mesa	Tax Credit	1	33 Pitkin Mesa Dr	Aspen	CO	81611	TBD	TBD	TBD
Pitkin Reserve	Tax Credit	1	51 Pitkin Way	Aspen	CO	81611	TBD	TBD	TBD
Red Butte Ranch	Tax Credit	1	5721 Snowmass Creek Rd	Snowmass Village	CO	81615	TBD	TBD	TBD
Reds Rd.	Tax Credit	1	182 E Reds Rd	Aspen	CO	81611	TBD	TBD	TBD
Ritz Prospect	Tax Credit	1	25 Prospector Rd	Aspen	CO	81611	TBD	TBD	TBD
Christian Science Society	Tax Credit	1	734 W Main St	Aspen	CO	81611	TBD	TBD	TBD
Innsbruck Lodge	Tax Credit	1	233 W Main St	Aspen	CO	81611	Kevin Feldman	TBD	kevin.feldman@bluegreenva-cations.com
Mtn Forge	Tax Credit	1	230 E Hopkins Unit 101	Aspen	CO	81611	Ana Halverson	TBD	ana@hpmaspen.com
Wildwood	Tax Credit	1	262 Wildwood Ln	Aspen	CO	81611	Becky Helmus	(970) 925-5678	wildwood@rof.net
Williams Way	Tax Credit	1	4 Williams Way	Aspen	CO	81611	TBD	TBD	TBD
Zeigler	Tax Credit	1	2308 Ziegler Divide Way	Snowmass Village	CO	81615	TBD	TBD	TBD
SAG 90	Tax Credit	1	90 Sagebrush Ln	Aspen	CO	81611	TBD	TBD	TBD
Roaring Fork Meadows	Tax Credit	1	165 Hoaglund Ranch Rd	Basalt	CO	81621	TBD	TBD	TBD
Guidos	Tax Credit	3	430 E Cooper Ave 8	Aspen	CO	81611	TBD	TBD	TBD
Handy	Tax Credit	1	313 Handy	Aspen	CO	81611	TBD	TBD	TBD
Snow Queen	Tax Credit	1	124 E Cooper Ave	Aspen	CO	81611	TBD	TBD	TBD
977 Queen	Tax Credit	1	977 Queen St	Aspen	CO	81611	TBD	TBD	TBD
Cooper Greystone	Tax Credit	1	818 E Cooper Ave	Aspen	CO	81611	TBD	TBD	TBD
Carroll	Tax Credit	1	314 Carroll Dr	Aspen	CO	81611	TBD	TBD	TBD
Deer Hill Commercial	Tax Credit	1	209 Ventnor Ave	Aspen	CO	81611	TBD	TBD	TBD
Total		**1,466**							

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Proposal for Aspen Pedestrian Mall Security Implementation

Aspen, Colorado
January 28, 2026

Project Description

Aspen City Council selected the "Secure the Perimeter" security design alternative at the October 6, 2025 work session. This security plan for the Wheeler intersection uses crash-rated bollards along the edge of the plaza, minimizing impacts on the historic brick to establish a consistent and visible safety boundary. The following scope describes a comprehensive list of services to prepare drawings and achieve city approvals for this security design. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion. The scope of work to be performed by Design Workshop (Landscape Architect), Sherwood Design Engineers (Civil Engineer), Evolve Structural Design (Structural Engineer), Stutsman-Gerbaz, Inc. (Cost Estimator), and Manifest Communication (Outreach Strategist) in connection with this agreement is as follows:

Scope of Services

TASK 1 – DESIGN DEVELOPMENT

The general objective for this task is to take the approved security approach through the Design Development phase with final design and details, bollards selections, colors, controller systems, footing and historic brick repair. The specific tasks to be completed are as follows:

1. Develop tree protection plans illustrating existing trees and other plant materials to be protected during the construction. Coordinate with Civil Engineer on site demolition plans illustrating existing hardscape and landscape areas that will be demolished or preserved.
2. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared. Prepare plans, cross sections and elevations for pedestrian and special vehicular pavements, entries, site furnishings and other site elements that are a part of the proposed landscape development and not a part of building structures.
3. Review and select materials and technical systems with potential fabricators and contractors in alignment with client's crash-rating preference.
4. Prepare working drawings that describe how the historic brick interfaces with the proposed bollards.
5. Prepare outline technical specifications for the above-described landscape elements of the project.
6. Coordinate with Civil Engineer on site grading and drainage for all areas including flow lines and drainage devices. Indicate utility alignments, elevations, dimensions, materials and details for proposed features.
7. Coordinate with Structural Engineer on bollard footings.
8. Conduct internal Design Development Quality Control Reviews for aesthetic and technical content.
9. Distribute 50% DD set to relevant CoA departments for comments.

The following drawings, at appropriate scales, will be provided at each submittal, unless otherwise noted:

- Cover Sheet
- L0 Series – General Information and Notes
- L1 Series – Vegetation Protection/Removal Plan
- L3 Series – Site Materials Plan
- L7 Series – Site Details and reference sections, drawn at appropriate scales, to show the landscape intent.

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- Outline technical specifications. NOTE: Design Workshop services do not include preparing Division 00 and 01 Specifications as part of its services. Client shall include Division 00 and 01 specifications adequate for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 01 Specifications.

SUBCONSULTANT DRAWINGS will be incorporated into deliverables:

- Site Civil Engineering Plans and Details (for demolition plan, grading and drainage plan, utility plans, and details)
- Site Structural Engineering Plans and Details (for bollard footings)
- Design Development level opinion of probable construction cost

DELIVERABLES:

1. 50% Design Development Documents, Outline Technical Specifications, and Opinion of Probable Cost
2. 100% Design Development Documents, Outline Technical Specifications, and Opinion of Probable Cost – Permit Set

TASK 2 – CONSTRUCTION DOCUMENTATION

The general objective for this task is to prepare final documentation drawings and specifications that incorporate the most current information regarding construction practices, client approved plan and cost estimate, permit set comments, and product specifications. The specific tasks to be completed are as follows:

1. Refine working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared. Refine plans, cross sections and elevations for pedestrian and special vehicular pavements, site furnishings and other site elements that are a part of the proposed landscape development.
2. Refine installation details of selected materials and technical systems with potential fabricators and contractors.
3. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content, and revise plans per reviews.
4. Coordinate drawings with all subconsultants. Review all Subconsultant drawings and plans for conformance to Design Workshop's design intent.
5. Provide Technical specifications (for improvements and/or site features described by the above listed drawings) in standard CSI format. (General Conditions, Special Requirements, Division 00 and Division 01 Specifications General Requirements shall be provided by Client.)
6. Distribute 50% progress set to relevant CoA departments. Track redlines and responses.

The following drawings, at appropriate scales, will be provided at each submittal, unless otherwise noted:

- Cover Sheet
- L0 Series - General Information and Notes
- L1 Series - Vegetation Protection/Removal Plan
- L3 Series – Site Materials Plan
- L4 Series – Site Layout Plan
- L7 Series – Site Details and reference sections, drawn at appropriate scales, to show the landscape intent.
- Outline technical specifications. NOTE: Design Workshop services do not include preparing Division 00 and 01 specifications as part of its services. Client shall include Division 00 and

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01 specifications adequate for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 01 Specifications.

SUBCONSULTANT DRAWINGS:

- Site Civil Plans and Details (for demolition plan, grading and drainage plan, utility plans, and details)
- Site Structural Plans and Details (for bollard footings)
- Construction Documents level opinion of probable construction cost.

DELIVERABLES:

1. 50% Construction Document Set, Technical Specifications, and Opinion of Probable Cost
2. 100% Construction Document Set, Technical Specifications, and Opinion of Probable Cost
3. Bid documents – Prepare bid tabs and documents necessary to facilitate project bidding.
4. Bid selection assistance – Participate in evaluation of bids and selection of a preferred contractor.

TASK 3 – OUTREACH

Purpose
The goal of this communications strategy is to ensure that key audiences (including downtown businesses, the Commercial Core & Lodging Commission (CCLC), local media, and the general public) are aware of and understand the Pedestrian Mall security improvements, the project timeline, and anticipated impacts.

Because the security design has been reviewed and approved by Aspen City Council and is highly technical, outreach during this phase is primarily informational and educational. The emphasis is on transparency, predictability, and reinforcing the City's proactive approach to public safety, rather than soliciting new input on design decisions.

This strategy supports the design development and construction document phase of the project and anticipates additional, more intensive outreach prior to and during construction to minimize disruption to businesses and the public.

Communications Objectives

- Clearly communicate what is happening, why and when it is happening
- Reinforce the City of Aspen's proactive investment in public safety
- Reduce uncertainty for businesses and stakeholders
- Provide consistent, reliable information at key project milestones
- Coordinate closely with the City of Aspen Communications team

Core Message
The City of Aspen is proactively improving safety at the Pedestrian Mall through thoughtful, long-term design solutions that protect pedestrians, support emergency access, and respect the Mall's historic character.

Target Audiences and Tactics

1. Business Owners and Downtown Stakeholders

Objectives

- Ensure awareness of the project and anticipated timeline
- Reduce uncertainty and concern about future construction impacts
- Provide clear points of contact and reliable information sources

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Proposal for Aspen Pedestrian Mall Security Implementation

Aspen, Colorado
January 28, 2026

Tactics

- Stakeholder Briefing Event: Host an invitation-based event for business owners, CCLC members, and media to explain the project, its rationale, and anticipated timeline. Potential formats include:
  - Site walk and discussion (season-dependent)
  - Open house or happy hour at the Wheeler Opera House Vault Bar lobby
  - Lunch-and-learn to accommodate dinner-only restaurants
- Direct Business Outreach
  - City representative visits to adjacent businesses with a one-page project overview
  - Coordination with the Aspen Chamber Resort Association (ACRA) to distribute information through existing business communication channels
  - Targeted mailing or email outreach to businesses using ACRA distribution lists
- Digital Information Hub
  - Dedicated project page on Aspen.gov with:
    - Project overview
    - Timeline and milestones
    - Renderings or diagrams (as appropriate)
    - FAQs and contact information

2. Commercial Core & Lodging Commission (CCLC)

Objectives

- Keep CCLC informed and aligned
- Leverage commission members as conduits to the business community

Tactics

- Formal presentation at a CCLC meeting outlining project status, timeline, and communications approach
- Ongoing coordination with CCLC leadership to identify effective business outreach methods
- Invitation to stakeholder briefing event

3. Local Media

Objectives

- Provide accurate, contextual information
- Reinforce the City's proactive safety narrative
- Avoid speculation or misinformation

Tactics

- Project Update Press Release
  Issue a media release once key approvals or milestones are reached, focusing on:
  - Community benefits
  - Safety rationale
  - Anticipated timeline
- Earned Media Coverage
  - Coordination with reporters at Aspen Daily News, Aspen Times, and Aspen Public Radio for follow-up coverage as the project advances
- Guest Commentary
  - Opinion or commentary piece focused on public safety and pedestrian protection
  - Potential authors: Aspen Police Department leadership or a recognized security/public safety expert

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4. General Public

Objectives

- Build awareness without over-saturating interest during the planning phase
- Provide reliable, easily accessible information
- Set expectations ahead of construction

Tactics

- Updates via City of Aspen communication channels:
  - Social media
  - City newsletter
- Project updates on Aspen Community Voice
- Earned media placements in local outlets
- Clear messaging that construction-phase impacts will be communicated separately and well in advance

TASK 4 – MEETINGS + COORDINATION

SKOs: Strategic Kick-Off Meetings (SKOs) are held and the commencement of all projects. The primary purpose is to inform all team members of the purpose and organization of the project.

- Internal Strategic Kick-Off (DW and subconsultants)
- Client Strategic Kick-Off (Client, DW, subconsultants)

PROGRESS MEETINGS: It is anticipated that DW, Sherwood, Evolve, and Stutsman-Gerbazwill meet consistently to discuss the project status and coordinate work activities. Other members of the design consultant team will be brought in as needed (maximum meeting attendance referenced in subconsultant proposals). The specific tasks to be completed are as follows:

- Prepare meeting agenda including: project management update, technical plan coordination, product coordination, and deliverables update.
- Prepare meeting summary and distribute to meeting attendees.
- (8) – 1 hour Design Workshop and subconsultant coordination meetings
- (8) – 1 hour Client and consultant coordination meetings

SPECIFIC TOPIC WORK SESSIONS: The following work sessions are anticipated. Any other meetings will be additional services.

- (4) – 1.5 hours technical work sessions and coordination meetings with CoA departments (Engineering, Utilities, APD, Sanitation District, Parks, Special Events, Ambulance District, Fire Department. These may be combined or individual.

TASK 5 – CITY OF ASPEN APPROVAL PROCESS

1. **Pre-Application Meeting** – The purpose of this task is to establish project feasibility and identify requirements early. This meeting will occur once 50% DD is complete and will require coordination with relevant departments (Parks, Engineering, Utilities, Asset, etc.) and thinking through security system management (power, controls, sensors, evaluation of functionality, etc.).

   a. Contact the Community Development Department to schedule an in-person Pre-Application Conference.
   b. Prepare the Pre-Application letter to summarize:
      i. Land use review process
      ii. Estimated fees
      iii. Agencies involved

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iv. Required submissions

c. Lead the in-person Pre-Application Conference meeting
d. Develop and submit a written response as a follow up to the meeting

2. **Land Use Application** – Complete land use application submission. Applications are reviewed under Title 26 and will require compliance with Historic Preservation Design Guidelines and Commercial Design Guidelines. Most of the criteria will not apply to bollards and we will inquire about which sections can be responded to as "not applicable".

   a. Prepare Required Forms in compliance with Historic Preservation Design Guidelines and Commercial Design Guidelines. Respond "not applicable" when criteria do not apply to security scope.
      i. Land Use Application Form
      ii. Dimensional Requirements Form
      iii. HOA Compliance Form
      iv. Agreement to Pay Application Fees
      v. Public Notice Affidavit
   b. Submit Land Use Application to Community Development Department.
   c. Respond to correction letter from Community Development Department. Includes 3 rounds of revisions.

3. **Historic Preservation Commission Review** – The Aspen Pedestrian Malls are designated as historic landmarks requiring HPC approval for any changes. Unlike typical approvals requiring HPC review and feedback to Council, this project requires a more stringent approval.

   a. Prepare presentation materials describing the proposed design and treatment of the historic resource that describe compliance with Historic Preservation Guidelines (including obtaining samples and preparing graphics to convey the design).
   b. Present at up to 3 HPC meetings.

4. **Permitting Process** – The permitting phase secures official approvals to begin construction by submitting applications, drawings, and compliance documents, addressing agency comments until permits are issued. The 100% DD set, with detailed, coordinated plans and specifications that meet code requirements, guide contractors, and reduce risks will be used to submit for permit.

   a. Prepare all permit application materials and submit to the Salesforce Permit Portal:
   b. Register in the portal (takes up to two business days).
   c. Submit permit application and required documents (Construction Management Plan, ROW permits).
   d. Provide responses, as needed, to requests for information and observations as coordinate responses from subconsultants and respond on the portal

* Additional presentations to P&Z, HPC or Council will be billed as additional services on a time and materials basis. Council or HPC meetings which are continued beyond meetings listed above are additional services.

TASK 6 – CONSTRUCTION OBSERVATION

The general objective for this phase of the work is to provide observation of the landscape construction process for compliance with the drawings and specifications. DW and its subconsultants will make periodic visits to the site, as specified below, to become familiar with the progress and quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop's design intent and contract documents.

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During such visits and based on observations while at the site, DW will keep the Client informed of the progress of construction. DW and its subconsultants will endeavor to secure compliance by the Contractor to the plans and specifications. However, DW and its subconsultants will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. DW and its subconsultants may recommend rejection of work to the Client if the contractor fails to conform to the contract documents. DW and its subconsultants will not be responsible for the construction contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of DW and its subconsultants for clarification. Specific tasks to be completed are as follows:

1. Attend construction meetings, including pre-construction meeting, with contractor and his subcontractors as part of the site visit schedule. Based on the schedule, scope and complexity of project, DW is estimating three (3) site visits during construction.
2. To adequately review the structure for general conformance with design, structural engineer will need to perform a minimum of two (2) site visits during construction (prior to concrete pours) with one week prior notice and to have the necessary structure exposed and accessible during the time of our observations.
3. Provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion.
4. Respond to requests for clarifications.
5. Prepare and submit landscape architecture, civil and structural engineering related construction change directives or architectural supplemental instructions, as needed, for items designed by DW and subconsultants.
6. Review and approve product submittals, shop drawings, samples, mock-ups and other submissions of the contractor for compliance with construction documents.
7. Shop drawing review for bollards, structural steel, foundation elements, concrete reinforcing and concrete mix designs up to twenty (20) hours of engineering time.
8. Observe paving and other site hardscape (brick, etc.) layouts and quality of workmanship of materials.
9. Observe landscape grading and drainage including drains.
10. Recommend field adjustments as necessary for compliance with design intent.
11. Review as-built drawings.
12. Conduct a substantial completion walk-through to review contractor punch list.

Initial Information

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by client and shall not be liable for errors or omissions therein but may rely on the accuracy of the information provided by Client. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as additional services.

In order to begin services, Design Workshop will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A geotechnical report.
3. A copy of current site, structural, civil engineering, plumbing and electrical engineering, paving, lighting and interiors plans and details.

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Project Conditions

1. Client/Client Rep. coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders.
2. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor. Other delivery models may affect Design Workshop fees (Design-Bid-Build, GMP, Design Build, etc.)
3. Site improvements including roads, parking areas, curbs and gutters, underground utilities, final grading, and connections to the engineering drainage plan are designed and documented by Civil Engineers.
4. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
5. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents and advise the Client accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

Project Exclusions

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the client prior to commencing services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. REVISIONS TO SITE AREA OR PROJECT SCOPE OF WORK

a) Design and engineering scope of services required because of changes to the Project including, but not limited to: changes in size or location of project area, quality and complexity, schedule, program, or budget.

2. ADDITIONAL GRAPHIC DELIVERABLES

a) Alternate Design directions and/or alternate solutions after the completion of the schematic design package;
b) Preparation of marketing, fundraising, promotional, and collateral material such as renderings, graphics, etc. not listed herein;
c) Production of fully-rendered 3D (or physical) model or fly-through.

3. CERTIFICATIONS & PERMITS

a) Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein;
b) Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted.

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4. VALUE ENGINEERING

a) Value engineering work due to a change in budget allocation or change in budget after approval/completion of Documents for the Phase;
b) Value engineering work related to delivery of the project by a Construction Manager, GC, or other such Contractor of the Owner on a "shared savings" basis.

5. BRICK MOCKUPS, REPLACEMENT-IN-KIND:

a) For bricks identified as replacement-in-kind, a physical mockup can be coordinated upon request. Fees subject to detail and specification requirements, manufacturer and contractor costs.

6. CONSTRUCTION OBSERVATION (IN ADDITION TO THAT INDICATED IN THE BASE SCOPE OF SERVICES IN THIS AGREEMENT)

a) Phased document (plans and technical specifications) preparation for phased Construction Observation services, including "early bid" packages, except as defined herein;
b) Construction observation for discrete projects or items which may begin prior to completion of construction documents;
c) Additional time required in the construction observation phase other than the hours defined herein;
d) Deductive or additive change orders requested by Client after the completion of construction documents;
e) Preparation of record drawings or of measured drawings of existing conditions;
f) Rework of design documents due to misinterpretation by the Contractor, or as the result of substitution of product or materials specified.

7. MEETINGS AND SITE VISITS

a) In person, web, and site meetings in addition to the number indicated in base scope of services of this agreement.

8. SUB-CONSULTANT SERVICES

a) Only subconsultants listed herein are part of the scope of services.

Project Team

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

PRINCIPAL-IN-CHARGE: MIKE ALBERT

Mike Albert will serve as Principal-in-Charge of the Aspen Pedestrian Mall Security Implementation and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

PROJECT MANAGER: MEG PLUMB

Meg Plumb will serve as the Project Manager for the Aspen Pedestrian Mall Security Implementation and will also be responsible for leading the planning and design efforts associated with the work. Their

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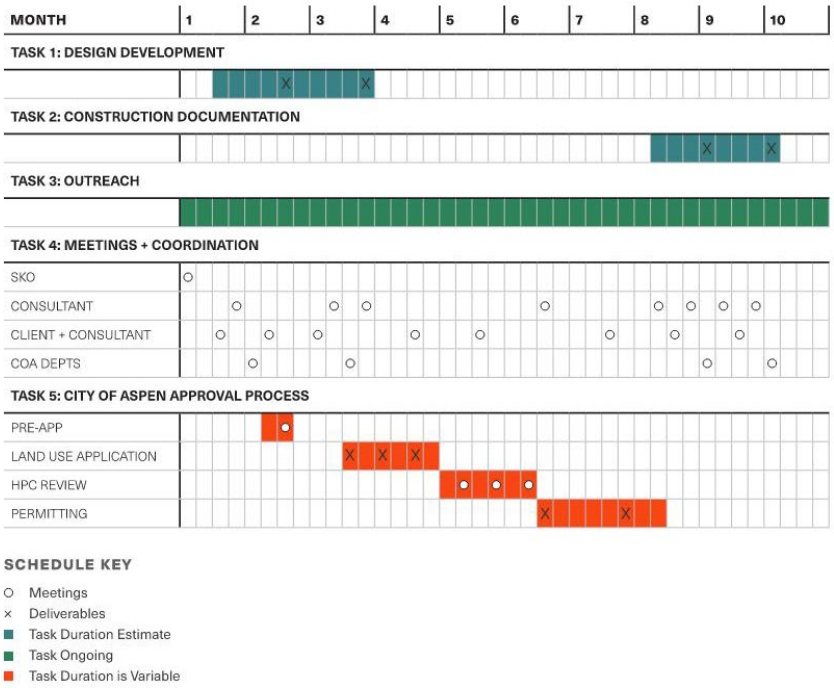
responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of the Design Workshop's consultant team.

Schedule

Design Workshop is prepared to begin services in mid-February upon receipt of a signed copy of this proposal from an authorized owner's representative. At this time, the following generalized schedule is anticipated:

Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following schedule is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.



Fees & Expenses

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of $342,000.

Design Workshop shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the construction phase is commenced. When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed by Design Workshop or its consultants on those portions.

When compensation is on a lump sum, Design Workshop's fee shall be equitably adjusted if the scope of the work is increased by change order(s) or the cost or price of construction is increased by at least 10% of the budget. Such equitable adjustment shall be based on the percentage increase in the cost or price of construction.

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The estimated fees are as follows:

		Design Workshop	Sherwood	Evolve	Manifest Comm	Stutsman
Task 1	Design Development	$35,000	$65,000	$6,000	-	$4,500
Task 2	Construction Documentation	$45,000	$57,500	$4,000	-	$4,500
Task 3	Outreach	$6,000	-	-	$17,550	-
Task 4	Meetings + Coordination	$20,000	$7,500	$6,000	$7,450	$2,000
Task 5	City of Aspen Approval Process	$30,000	$15,000	-	-	-
Task 6	Construction Observation	Time & Materials	Time & Materials	$9,000	-	-
Total Professional Fees (Labor Only)		**$136,000**	**$145,000**	**$25,000**	**$25,000**	**$11,000**

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to: travel, photography, phone charges, video conference charges, and printing expenses, shall be billed at Design Workshop's cost, plus fifteen percent (15%). The following expenses are anticipated:

Design Workshop	$2,000 estimate *Includes travel, photography, and printing expenses*
Sherwood – Site visits	$3,000 per visit. 4 trips anticipated = $12,000 *Estimated and based on a per trip basis. Should additional trips be required they will be based on this estimated per each.*
Evolve – Site visits	Plan for $2,000 $450 per visit *Fixed rate includes 60 minutes maximum at site or in meeting by an engineer, additional time or parties will be billed at applicable hourly rates*

TOTAL $358,000

Additional Services

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include, but are not limited to: redesign of previously approved work, major revisions to program, and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services

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shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

Taxes

Any taxes or fees (local, state, or federal) based on gross receipts or revenues will be added to amounts due under this contract.

Additional Notes

If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by DW, then Client shall notify Design Workshop of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by DW or its consultants without obtaining DW's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against DW and to release DW from any liability arising directly or indirectly from such changes not consented to by DW. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DW, including DW's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Unless required solely as a result of DW's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Permit Sets were originally prepared, any changes to the design requested or required to be made after DW's completion of the set of 100% Design Development Documents and 100% Permit Sets shall be an Additional Service and shall be performed on a time and materials basis.

In the event Client uses DW's work product without retaining DW to either finalize the Construction Documents or to perform construction observation services, Client releases DW and DW's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless DW and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

Client shall include in its agreement with the contractor a warranty on behalf of the contractor that its work will conform to the requirements of the plans and specifications prepared by Design Workshop and any other applicable contract documents. Client shall also include in its agreement with the contractor a requirement that the contractor not deviate from or change Design Workshop's design without prior written approval from Design Workshop. Client shall provide Design Workshop with a complete copy of the executed agreement between Client and the contractor, including all exhibits, specifications, and addenda.

It is assumed for purposes of this Proposal that either the Client or Representative, Contractor or a separate consultant retained by the Client will act as the Construction Administrator or Manager. DW's role during Construction Observation does not include any administrative or project management responsibilities.

Client understands that construction observation is a part of DW's process and its subconsultants process and enables DW to observe the construction in progress at appropriate intervals to inform the

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owner of the progress and quality of the work. Construction observation services also enable DW to instruct and inform the contractor and owner of any issues observed and create a record of any problems observed. If Client does not retain DW to perform construction observation services, then Client understands and accepts the risk that the failures by the contractor to properly follow and implement the design intent of the contract documents may be missed.

Payment Terms

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of $65 (sixty-five dollars) per hour.

Acceptance

1. This Agreement is entered into between Design Workshop, Inc. and City of Aspen, owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: _____ Date: _____

Title: _____

APPROVED BY CLIENT

By: _____ Date: _____

Title: _____

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CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2026-072

AGREEMENT made the 9th day of February, 2026.

BETWEEN the City:

The City of Aspen

427 Rio Grande Place
Aspen, Colorado 81611
Phone: (970) 920-5079

And the Professional:

Design Workshop, Inc.
22860 Two Rivers Rd. #102
US
970-925-8354
malbert@designworkshop.com

Contract Amount:

Total: $ **358,000.00**

If this Agreement requires the City to pay an amount of money in excess of $100,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: 03/10/2026

Resolution No.: 2026-022

For the Following Project:

Wheeler Node Security

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work and Fee Schedule.

The City and Professional agree as set forth below.

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1. Scope of Work. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein. Professional's services are based on the standard of care ordinarily exercised by design professionals practicing in the same or similar locality under the same or similar circumstances and professional license. Professional does not warrant or guarantee any particular outcome or result from the services provided, including but not limited to the absolute prevention of vehicle intrusion into pedestrian areas. The effectiveness of crash-rated bollards and security systems depends on numerous factors beyond Professional's control, including but not limited to proper product selection by manufacturers, proper installation, ongoing maintenance, vehicle speed and mass, and site-specific conditions. Professional's services are limited to design and consulting services only. Professional shall not be responsible for the means, methods, techniques, sequences, or procedures of construction, or for safety precautions and programs incident to construction. Professional shall not be responsible for the acts or omissions of contractors, subcontractors, or any other persons or entities performing or furnishing any work or materials for the Project.

2. Completion. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than April 30, 2027, subject to extension for causes beyond Professional's reasonable control, including but not limited to delays in City review and approvals, changes in scope requested by City, delays by other consultants or contractors, adverse weather conditions affecting site access, unavailability of products or materials, and governmental actions or restrictions. Professional shall provide prompt written notice to City of any anticipated delay and the parties shall agree in writing to an appropriate extension of time. . Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

3. Payment. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit A** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Additional services beyond the Scope of Work set forth in Exhibit A, including but not limited to services required due to changes in scope, redesign required due to City-directed changes, or services related to disputes or claims, shall be compensated as additional services at Professional's then-current hourly rates upon written authorization by the City. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.

4. Non-Assignability. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent

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of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.

5. Termination of Procurement. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.

6. Termination of Professional Services. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination and payment in full of all amounts owing to the Professional, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement (the "Instruments of Service") shall become the property of the City. for use solely in connection with this Project. Professional shall retain ownership of its standard details, specifications, and design methodologies. The City acknowledges that any reuse or modification of the Instruments of Service for purposes other than this Project, or use of incomplete documents, shall be at the City's sole risk, and, to the extent authorized under Colorado law, the City agrees to indemnify and hold Professional harmless from any claims arising from such reuse or use of incomplete documents. Professional makes no representations as to the adequacy of such documents for any use other than the purposes for which they were originally prepared under this Agreement.

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

8. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool (each an "Indemnitee" and collectively "Indemnitees"), 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, which arise out of or are in any manner connected with this contract, but only to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused by, the negligent acts, errors, or ommissions 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 in the performance of professional services under this Agreement, or which arises out of any workers' compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. Notwithstanding the foregoing, Professional shall not be required to indemnify the City or any other Indemnitee for claims, damages, losses or

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expenses arising out of: (a) the failure of the crash-rated bollards or other safety systems to prevent vehicle intrusion or pedestrian injuries if such failure results from improper installation, maintenance, operation, or modification by the City or its contractors; (b) the City's selection of bollard locations, spacing, or coverage areas that differ from Professional's recommendations; (c) incidents occurring after the useful life of the installed systems as specified by the manufacturer has expired; or (d) the City's decision to proceed with the Project despite Professional's warnings or recommendations regarding design limitations or safety concerns. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands, but only to the extent that such liability, claims or demands fall within the scope of Professional's indemnification obligations as set forth above. Professional shall have the right to select defense counsel subject to City's reasonable approval. If the Professional does not provide such defense, then the Professional shall, pay the City or reimburse the City for the reasonable defense costs incurred by the City in connection with, such liability, claims, or demands that are determined by the final judgment of a court or competent jurisdiction to fall within in the scope of Professional's indemnification obligations. The City agrees that the Professional is only providing design services, not construction services and not maintenance services. The parties acknowledge that under the Colorado Governmental Immunity act, "[a] dangerous condition shall not exist solely because the design of any facility is inadequate. C.R.S. § 24-10-103(1.3). With respect to any claim that the City believes falls within the scope of the Professional's indemnification obligations, the City shall assert, and shall not waive, its sovereign immunity.

9. Professional's Insurance.

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

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

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

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(ii) *Commercial General Liability* insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000.00) each occurrence and THREE MILLION DOLLARS ($3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

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

(iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS ($1,000,000) each claim and TWO MILLION DOLLARS ($2,000,000) aggregate.

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

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

(e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.

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

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

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

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

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

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

Any business that enters into a contract for goods or services with the City of Aspen or any of its boards, agencies, or departments shall:

(a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(c) Incorporate the foregoing provisions in all subcontracts hereunder.

14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or

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indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

15. Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the City Manager of the City of Aspen (or a duly authorized official in the City Manager's absence) and if above $100,000, following a Motion or Resolution of the Council of the City of Aspen authorizing the City Manager (or other duly authorized official in the City Manager's absence) to execute the same.

16. 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.

17. 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

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obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

18. General Terms.

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

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

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

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

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

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

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

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22. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees and costs.

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

24. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Professional certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Professional or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

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

26. The Professional in performing the Services hereunder must comply with all applicable provisions of Colorado laws for persons with disability, including the provisions of §§24-85-101, *et seq*., C.R.S., and the Rules Establishing Technology Accessibility Standards, as established by the Office Of Information Technology pursuant to Section §24-85- 103(2.5) and found at 8 CCR 1501-11. Services rendered hereunder that use information and communication technology, as the term is defined in Colorado law, including but not limited to websites, applications, software, videos, and electronic documents must also comply with the latest version of Level AA of the Web Content Accessibility Guidelines (WCAG), currently version 2.1. To confirm that the information and communication technology used, created, developed, or procured in connection with the Services hereunder meets these standards, Professional may be required to demonstrate compliance upon reasonable notice and no more frequently than once per year, unless the City has a good faith basis to believe non-compliance has occurred. The Professional shall indemnify the CITY pursuant to the Indemnification section above in relation to the Professional's failure to comply with §§24-85-101, et seq., C.R.S., or the Technology Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5).

27. Additional Provisions. In addition to those provisions set forth herein and in the Contract Documents, the parties hereto agree as follows:

[X] See attached Exhibit A.

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

29. Order of Precedence of Contract Documents. The terms and conditions set forth in the City of Aspen Standard Form of Agreement establish the rights, obligations, and remedies of the parties. No additional or different terms or conditions, whether contained in bid packets, documents, order forms, or any other document or communication pertaining to the agreement will be binding upon either party unless accepted in writing by an authorized representative of that party. In the case of conflicts or inconsistencies between the City of Aspen Standard Form of Agreement and any other document attached thereto which cannot be resolved by giving effect to both provisions. documents shall control in the following order of precedence: (1) any written amendments or change orders executed by both parties; (2) Exhibit A and any other exhibits specifically negotiated between the parties; (3) the City of Aspen Standard Form of Agreement; and (4) any other attachments or referenced documents.

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

CITY OF ASPEN, COLORADO:

_____
[Signature]

By: _____

Title: _____

Date: _____

PROFESSIONAL:

Signed by:
Mike Albert
5EE57C56DE0E4D7...
_____
[Signature]

By: Mike Albert

Title: Principal

Date: 2/26/2026 | 4:35:14 PM MST

Approved as to form:

_____
City Attorney's Office