AGENDA
FOR THE BOARD OF TRUSTEES
OF THE TOWN OF BUENA VISTA, COLORADO
May 24, 2016

Work Session Regarding Compensation Classification Study at 6:00 PM
The Board of Trustees will see a presentation by Shannon Daily on the town-wide compensation classification study.

Regular Meeting at 7:00 PM
at the Buena Vista Community Center
Piñon Room – 715 East Main Street, Buena Vista, Colorado

THE BOARD OF TRUSTEES MAY TAKE ACTION ON ANY OF THE FOLLOWING AGENDA ITEMS AS PRESENTED OR MODIFIED PRIOR TO OR DURING THE MEETING, AND ITEMS NECESSARY TO EFFECTUATE THE AGENDA ITEMS

I. CALL TO ORDER
II. ROLL CALL
III. PLEDGE OF ALLEGIANCE
IV. AGENDA ADOPTION
V. CONSENT AGENDA
- **A. Minutes**
  1. Regular Meeting – May 10, 2016
  2. Planning & Zoning – April 20, 2016
  3. Planning & Zoning – May 4, 2016
  4. Airport – January 19, 2016
  5. Airport – February 16, 2016
  6. Airport – March 15, 2016
  7. Airport – April 19, 2016
  8. Beautification – April 14, 2016
  9. Economic Vitality – April 28, 2016
  10. Recreation – April 13, 2016

VI. POLICY DISCUSSION – Nuisances, Abandoned/Inoperable Vehicles and Occupancy, Parking and Storage of Recreational Vehicles and Camping on Private Property.
VII. PUBLIC COMMENT
VIII. RESPONSE TO PUBLIC COMMENT
IX. BUSINESS ITEMS
- **A.** South Main Infrastructure Request.
  The Board of Trustees will consider a request from JJ Kinsfather for funding from the infrastructure investment fund established in 2015 for the installation of a water line.
- **B.** Should the Board approve adoption of Ordinance #7 "**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO AMENDING CERTAIN SECTIONS OF CHAPTERS 16 AND 18 OF THE BUENA VISTA MUNICIPAL CODE REGARDING THE OCCUPANCY, PARKING AND STORAGE OF RECREATIONAL VEHICLES; CAMPING ON PRIVATE PROPERTY AND STORAGE OF TRAILERS.**"?
  The Board of Trustees will consider amendments to Chapter 16 and 18 of the code regarding recreational vehicles, camping and storage of trailers in Town.
- **C.** Should the Board approve adoption of Ordinance #8 "**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO REPEALING AND REINSTATING ARTICLES III AND IV, CHAPTER 8 AND AMENDING SECTIONS 7-39, 16-4, 16-161, AND 16-243 OF THE BUENA VISTA MUNICIPAL CODE REGARDING ABANDONED AND INOPERABLE VEHICLES ON PUBLIC AND PRIVATE PROPERTY.**"?

This Agenda may be Amended
Posted at Buena Vista Town Hall, www.buenavistaco.gov, Post Office, and Public Library on Friday, May 20, 2016

The Board of Trustees will consider amendments to Chapter 8 of the code regarding abandoned and inoperable vehicles on public and private property.

D. Should the Board approve adoption of Ordinance #9 "**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, REPEALING ARTICLES I, II, III, IV, V, VI, AND VII OF CHAPTER 7 AND REINSTATING ARTICLES I, II, III AND IV OF CHAPTER 7 OF THE BUENA VISTA MUNICIPAL CODE REGARDING NUISANCES AND NUISANCE ABATEMENT.**"?

The Board of Trustees will consider amendment to Chapter 7 of the code regarding nuisance and abatement procedures.

E. Should the Board approve adoption of Ordinance #11 "**AN ORDINANCE CREATING AN ENTERTAINMENT DISTRICT AND AMENDING CHAPTER 6 OF THE BUENA VISTA MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE VI COMMON CONSUMPTION AREAS."?**

The Board of Trustees will consider establishment of an Entertainment District in the Downtown area.

F. PUBLIC HEARING – Should the Board approve adoption of Ordinance #12 "**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPROVING A ZONING MAP AMENDMENT TO CERTAIN REAL PROPERTIES KNOW AS LOTS 7-16 OF BLOCK 66, LOTS 1-17 OF BLOCK 67, AND BLOCK 68 IN THE TOWN OF BUENA VISTA, COLORADO.**"?

A request by the Buena Vista School District to rezone a parcel land for the current baseball field from R-1 OT to B-1 OT to allow for potential multifamily residential on the property.

G. PUBLIC HEARING – Should the Board approve adoption of Ordinance #13 "**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO VACATING AN ALLEY RIGHT OF WAY LOCATED BETWEEN BLOCKS 67 AND 68 IN THE TOWN OF BUENA VISTA, COLORADO.**"?

Vacation of right-of-way for an alley between Utah and Nevada and between Pine and Carbonate Street. A request by the Buena Vista School District to vacate the alley between Blocks 67 and 68 of the original town of Buena Vista Plat to allow for consolidation of land for potential multifamily residential on the property.

H. PUBLIC HEARING – Should the Board approve adoption of Resolution #51 "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING A MINOR DEVELOPMENT FOR THE PROPERTIES LOCATED AT 224 JAMES STREET AND 702 YALE AVENUE BUENA VISTA, COLORADO**:?

A request to approve a minor subdivision for three residential lots located at 224 James Street and 702 Yale Avenue.

I. Should the Board approve adoption of Resolution #52 "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF BUENA VISTA AND THE BUENA VISTA SCHOOL DISTRICT R-31 AND AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO EXECUTE RELATED DOCUMENTS**."?

The Board of Trustees will consider a purchase agreement between the Buena Vista School District and the Town for the acquisition of property for affordable housing.

J. Should the Board approve adoption of Resolution #53 "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF BUENA VISTA AND URBAN PROPERTY MANAGEMENT, INC. AND AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO EXECUTE RELATED DOCUMENTS.**"?

The Board of Trustees will consider a purchase agreement between the Urban, Inc. and the Town for acquisition of property for affordable housing.

K. Should the Board approve adoption of Resolution #54 "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO AUTHORIZING A CONTRACT WITH TBD FOR THE DESIGN, FURNISHING AND INSTALLATION OF PUBLICLY ACCESSIBLE LEVEL 2 ELECTRIC VEHICLE (EV) CHARGING STATIONS**."?

The Board of Trustees will consider a construction contract for the installation of an electrical vehicle charging station at the Buena Vista Optimist Splash Park and the River Park Boat House.

L. Should the Board approve adoption of Resolution #55 "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING ED BARKOWSKI AS AN ALTERNATE MEMBER OF THE PLANNING AND ZONING COMMISSION**."?

The Board of Trustees will consider appointing an alternate to the Planning and Zoning Commission.

X. STAFF REPORTS

1. Town Administrator
2. Town Treasurer
3. Town Clerk
4. Principal Planner

XI. TRUSTEE/STAFF INTERACTION

XII. EXECUTIVE SESSION - An Executive Session to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

XIII. ADJOURNMENT

This Agenda may be Amended

Posted at Buena Vista Town Hall, www.buenavistaco.gov, Post Office, and Public Library on Friday, May 20, 2016

Town of Buena Vista Compensation and Classification Analysis

PREPARED FOR TOWN ADMINISTRATOR OF THE TOWN OF BUENA VISTA

24 MAY 2016

Agenda

- Motivation & Goals
- Literature Summary
- Project Description
- Importance of Project
- Findings
- Limitations
- Recommendations

Motivation & Goals

Goals:

- Information for the Board of Trustees and staff to make good compensation and classification decisions.
- Validate current and future compensation and classification practices.
- Assess how to fill gaps when compared to market.
- Ensuring that town structure is accurate and consistent.
- Proposals for an improved structure are based on facts, data and best practices.

Motivation & Goals

In the past, the town has not conducted:

- An analysis comparing job descriptions to work currently performed, or
- Salary benchmarking with comparable towns.

The town wants to ensure that:

- Job descriptions on record accurately reflect the work being performed, and
- The salary structure takes into consideration a market comparison.

Literature Summary

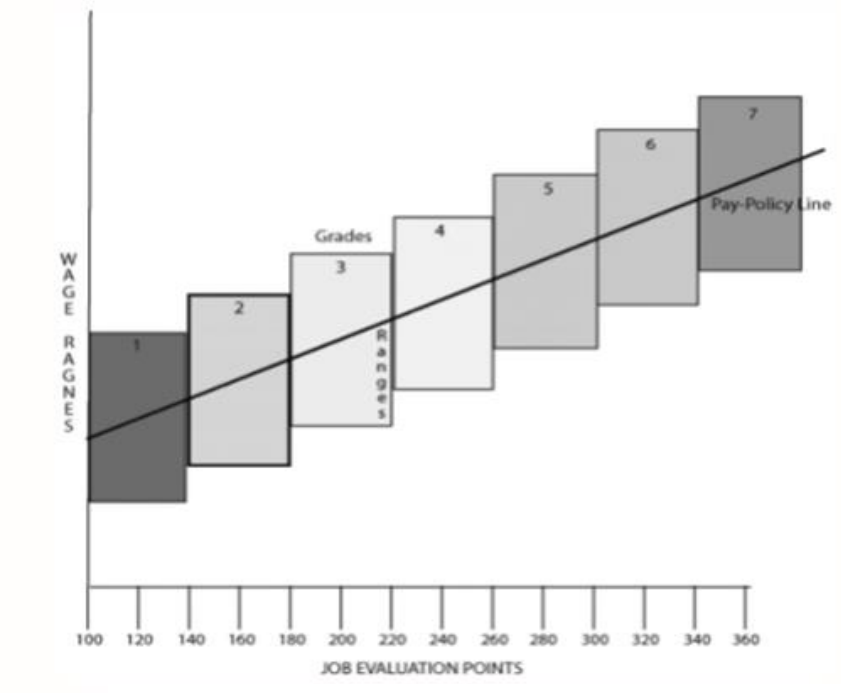
Benchmarking studies in local government, in general:

- Utilize salary data, but recognize the importance of including benefits.
- Are public-public comparisons.
- Are not shared publically.

Private v. Public comparisons

Benefits (tangible & intangible)

Pay-policy line



Example of Salary Plan (Atchison, 2007)

Project Description

1. How does the official classification of employees (written in the job description) compare to the current tasks the employees do under such classification?
   - Internal data analysis comparing the job descriptions of the employees to 5 of their self-reported current work tasks.

2. How does the pay of the job classification compare to a similar job in other comparable municipalities?
   - Secondary data analysis comparing the pay of the job titles in Buena Vista to 24 comparable towns from available sample data.

Importance of Project

- Gaining an understanding of the sample market; Competitiveness.
- Employee/Organization Development.
- Reference for future decision making processes.
- Human Capital is one of an organization’s greatest assets.

Findings

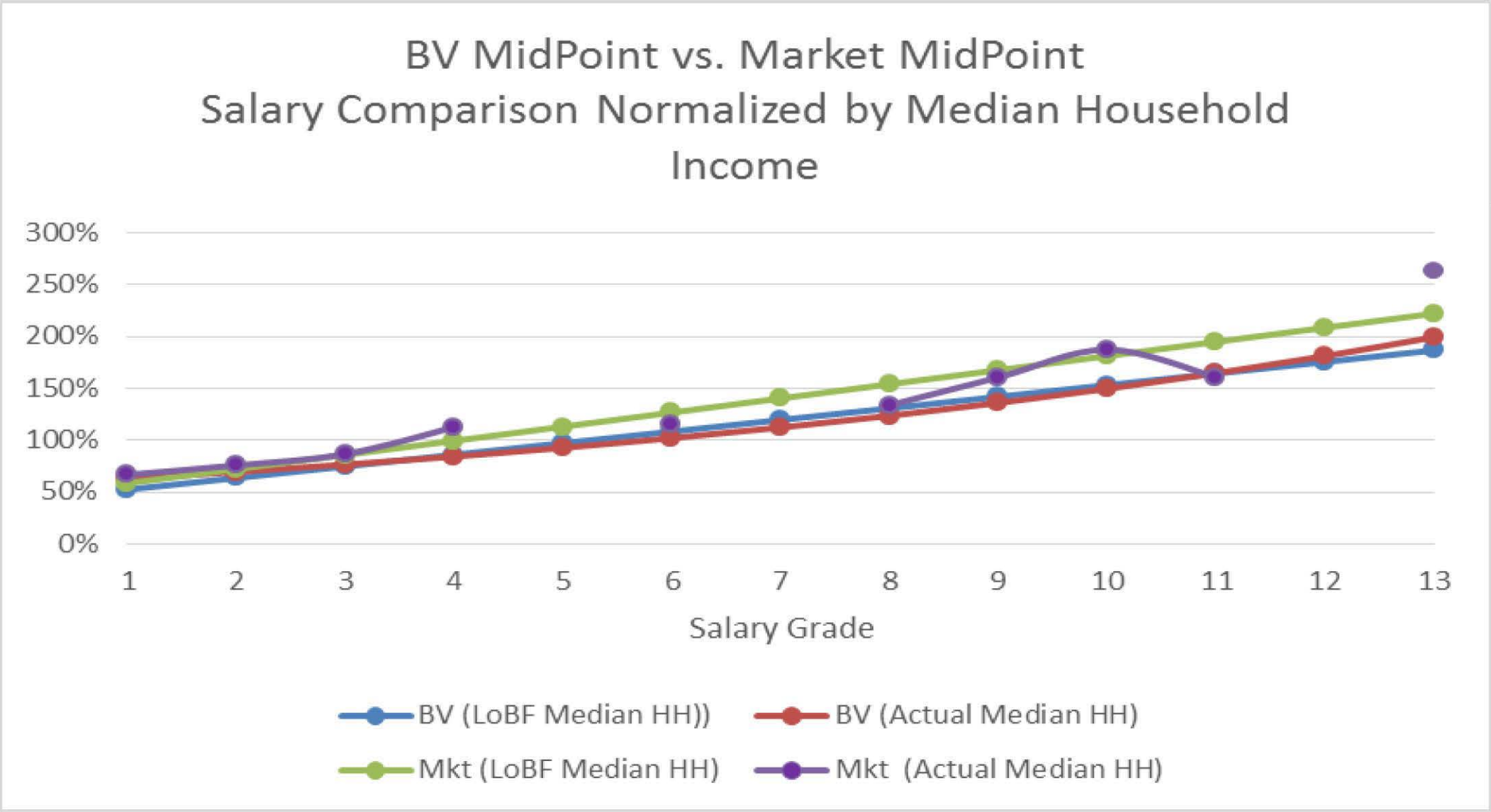
Classification

- 36 Employee Responses (some duplicates)
- Of the respondents with Job Descriptions available,79% of respondents matched 80-100% of reported job tasks and 21% of respondents matched 60%
- 22% of respondents job descriptions were not available
- In general, tasks match job descriptions but some job descriptions could be updated

Compensation

- Slightly lower than market based on mid-point salary range alone (not based on actual salaries paid).

Findings should be viewed through a lens of understanding the project's limitations.


BV MidPoint vs. Market MidPoint
Salary Comparison Normalized by Median Household Income
300%
250%
200%
150%
100%
50%
0%
1
2
3
4
5
6
7
8
9
10
11
12
13
Salary Grade
BV (LoBF Median HH))
BV (Actual Median HH)
Mkt (LoBF Median HH)
Mkt (Actual Median HH)

Limitations

Survey data comparison is not exhaustive nor priority based.

- Could be biased based on researcher interpretation and respondents understanding of the nature of the survey

Salary range midpoint is the only data point explored. Actual wages paid are not analyzed, only the salary structure.

Benefits are not included, but should be considered.

- Tangible (401K contributions, healthcare, vision, dental, vacation, gym membership etc.)
- Intangible (location, flexibility, training opportunities etc.)
- *Excluding nonwage benefits yielded a different result than including wage data only (in the literature)*

Reliance upon secondary data for sample comparison.

Sample is based upon population and median income.

- Other factors, such as size of town budget, are not controlled for.

Recommendations

- Consider inserting job description updates into standard operating procedures (within hiring process, perhaps) and/or assign a lead to ensure updates across the organization.
- Consider a benefits analysis to selected comparable towns.
- Consider evaluating the salaries paid as related to total town budget.
- Consider the market comparison data if/when considering revising aspects of the salary plan, but suggest to not use as sole basis due to limitations discussed.

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES OF THE
TOWN OF BUENA VISTA, COLORADO

May 10, 2016

WORK SESSION Regarding Colorado Creative District 6:00 PM
Present for the work session: Mayor Pro Tem Phillip Puckett, Trustees Lawanna Best, Mark Jenkins, Duff Lacy, and David Volpe, Town Administrator Brandy Reitter, Fire Chief Dixon Villers, Airport Manager Jill Van Deel and Town Clerk Janell Sciacca.

Van Deel introduced Airport Advisory Board members Dennis Heap, Mal Sillars, and Bill Lockett. Sillars reported that thanks to the Trustees and a few others, the Airport is doing very well.

Sillars reviewed a PowerPoint Presentation regarding the Airport detailing the current users, how the airport is doing, and services and groups supported. He reviewed some of the infrastructure improvement needs identified in the 2015 Business Plan – Runway Strength, FBO Facility/Terminal and Hangars and stated the 5 Year Master Plan recommended purchase of adjacent parcels as they become available. The current airport site map was reviewed and Sillars advised the Trustees that some adjacent Grindle property has become available. The Airport Board inquired about a 200 foot strip parallel to runway that is a little over 5 acres bordering on north and east. About 1185 feet parallels the taxiway. The property owners are pro-airport and have always talked about this. Van Deel spoke with Mrs. Grindle and she agreed to sell the 5.3 acres. Sillars researched the property value and feels $70,000 is a good price for the land and there are 6 water taps certificates Mrs. Grindle wants to sell at current rates along with the land. The landowner would like to achieve this with 3 year installments. The FAA likes this is and is pleased with Town's investment in the airport. The FAA also feels BV is poised to be a big player in the State based on what's being doing. Lacy inquired if the Grindle property was in Town limits. Van Deel replied a portion was. Reitter stated the Town would be pursuing annexation after the agreement. Reitter stated there is money budgeted in the land acquisition line item this year, but not to cover the entire purchase due to other airport related costs that will be covered. Reitter informed the Board that a long time ago the Grindles traded property to the Town to build the airport in exchange for 6 water taps. The Town will purchase those back at today's rates possibly using money from the Water Fund. Lockett felt this was a very unique opportunity and unbelievably reasonable deal, plus FAA and Jviation love it. The Airport is self-sufficient with the things done by Town Staff and Board. The Board agreed there has been a great deal of improvement at the airport over the last few years. The Trustees agreed to discuss this matter during Trustee/Staff Interaction for a potential motion.

The Work Session ended at 6:42 PM.

CALL TO ORDER :00
A Regular meeting of the Board of Trustees was called to order at 6:59 PM on Tuesday, May 10, 2016, at the Buena Vista Community Center, Pinon Room, 715 E. Main Street, Buena Vista, Colorado by Mayor Pro Tem Phillip Puckett. Present were Mayor Pro Tem Phillip Puckett, Trustees Lawanna Best, Duff Lacy, Mark Jenkins, and David Volpe, and Town Administrator Brandy Reitter, Town Attorney Jeff Parker, Principal Planner Mark Doering, Planner I Scott Reynolds, Treasurer Michelle Stoke, Public Works Director Greg Maggard, Assistant to the Town Administrator Emily Katsimpalis, Recreation Supervisor Emily Osborn, IT Director Larry Deffenbaugh, Police Chief Jimmy Tidwell, Fire Chief Dixon Villers, Airport Manager Jill Van Deel and Town Clerk Janell Sciacca.

ROLL CALL :10
Town Clerk Sciacca proceeded with the roll call and declared a quorum.

PLEDGE OF ALLEGIANCE :25
Mayor Pro Tem Puckett led the Pledge of Allegiance.

AGENDA ADOPTION 01:02

Mayor Pro Tem Puckett reported that Mayor Benson would be joining the meeting later in the evening.

Motion #1 by Trustee Lacy and seconded by Trustee Volpe to approve the agenda as presented. **Motion carried, 5-0.**

CONSENT AGENDA 01:38

A. Minutes

1. Regular Meeting – April 26, 2016
2. Beautification – April 14, 2016
3. Trails – April 5, 2016
4. Tree – April 7, 2016

B. Police Chief Report

C. Fire Chief Report

Mayor Pro Tem Puckett thanked the Police and Fire Chief for their reports stating he was glad to see the body cameras paying off and appreciated the ride along invitation.

Motion #2 by Trustee Best and seconded by Trustee Lacy to approve the Consent Agenda as presented. **Motion carried, 6-0.**

Mayor Pro Tem Puckett advised that there would be a brief introduction for some new Town Employees and turned it over to Principal Planner Doering. Doering advised of changes in the Planning Department with Scott Reynolds moving to Planner I. He invited new employees to introduce them. Jill Abrell, Planning Tech, introduced herself and provided a brief bio. Alex Junker, Code Enforcement Officer, introduced himself and invited the Trustees to contact him with concerns and comments.

POLICY DISCUSSION – Historic Preservation 05:50

Katsimpalis presented reviewing the presentation in the packet for the Trustees and public in attendance. She reviewed what historic preservation is and is not and why it is important and showed an example of where the Tabor Opera House stood in Denver and what it looked like when built and what it looks like today with that majestic building being completely gone. She also reviewed some of the lost BV structures and then discussed benefits of the Town becoming a CLG (Certified Local Government). Puckett inquired about private property owner participation. Katsimpalis replied the surrounding private property owners would be surveyed as to their support of the district. She noted the option for an overlay district which could encompass the entire Town and that either way all buildings would have to be landmarked before restrictions could be imposed. Reitter noted that there could be both a district and overlay at the same time. Jenkins asked if a survey already existed. Katsimpalis replied a County-wide survey was done at one time. Puckett wanted to hear from the Main Street group before proceeding too far. Lacy agreed and fully wants to pursue the CLG, but felt those groups would be better qualified to indicate what areas. Things are happening rapidly and the Town needs to get control. Best asked if there was drawback to including the whole Town. Katsimpalis replied there were more benefits from saying more needs to be preserved and she reminded that there can be both an overlay and district at the same time. Reitter inquired if the Board liked the district and the overlay. Jenkins replied he was not comfortable with the overlay due to property owner restrictions. Katsimpalis stated a property owner has to approve it. Lacy wants to start with district. Puckett agreed and felt more education was needed on overlay. The Board agreed to move forward and hear from more stakeholders to shape what the CLG looks like. Reitter stated an ordinance would be brought back to the Board.

PUBLIC COMMENT 30:00

Cindie Swisher, 100 Baylor, was concerned about establishing an Entertainment District and didn't feel open alcohol should be allowed due to impacts on surrounding properties, etc. BV promotes health and outside activities and she doesn't believe those are compatible with alcoholic beverages. She also felt it was too easy for minors to drink and doesn't want it made even easier. BV is a wholesome place that promotes family vacations and events and an Entertainment District sends a mixed message allowing drinking in the streets. She suggested beer tents/gardens sponsored by licensed establishments and felt the issue should be put to a Town vote.

RESPONSE TO PUBLIC COMMENT 34.08
Mayor Pro Tem Puckett thanked Swisher for bringing forth valid issues and stated the matter will be addressed later in the agenda.

BUSINESS ITEMS
Fire Corp Presentation. 34:50
Chief Villers introduced these unsung heroes that work with the Fire Departments in Chaffee County. They are seen around fire scenes and provide backup services while firefighters are busy. A brief video was played about Fire Corps' role in assisting Fire Departments. Jackie Villers, VP of Fire Corps, stated the Corps was created January 1, 2015 and they have received a lot of requests for support in that short time. She reported that volunteers are required to take drivers safety, First Aid, CPR and NIMS classes. The group is work with Buena Vista and Chaffee County and is looking to get Leadville on board. There are governed by Homeland Security, are in need of more volunteers and questions can be addressed to the any of the Fire Chiefs.

Entertainment District Presentation. 46:10
Lenny Eckstein, 119 Meadow Lane, affiliated with Deerhammer Distillery and Robbie Johnson, 206 E Main, and affiliated with Lariat spoke about the Entertainment District. Eckstein stated what was being requested is nothing more than can already be done with current liquor permitting, but this streamlines the process. He asked the Board to request an ordinance be drafted. Johnson added that creating the district brings the community together and allows them to experience Main Street together. It will encourage people to slow down and get to know one another and enhance their experience by bringing in other elements. There will be security marshalled by volunteers from the organizations that exist on East Main Street. This is already done at events likes Gold Rush Days. Eckstein said this was not new and already existed in Salida, Crested Butte, and Denver.

Jenkins asked Chief Tidwell his thoughts. Tidwell replied that he likes seeing people and businesses make money, but his concern is the frequency and monitoring of boundaries. He does not discourage the district, but wants it to be safe and good for everyone. He called Chief Clark in Salida and their only issues were the underage drinking. Tidwell would like to see the district operated properly and to not have a lot of intoxicated people walking the streets. Eckstein reminded that this was not a request for an event, but just the request for the framework. Reitter added that this is a process and as with Special Events, the Town has to approve each event to ensure security and times, etc. It can be done and done right and the ordinance will include guidelines and restrictions. Puckett asked if event approvals was an administrative process or would require Board approval. Reitter replied it is administrative similar to Special Events Permits. Lacy asked if there can be more than one district. Reitter replied yes. Johnson reminded this proposal is for East Main only between House Rock and the Lariat. Salida's district was much larger. Johnson added that the business owners and establishments are concerned about responsible drinking and they will do everything within their means to make sure they sell in a responsible fashion with security, wrist bands, labeled cups, volunteers to patrol the area, etc. Lacy clarified if district does not work that the Trustees can eliminate it. Parker agreed. Reitter added that Liquor Enforcement will also work with the Town and establishments on training. Puckett attended the event last year in Salida and the businesses were engaged and monitoring what was going on. Lacy felt the professionalism would make this work. Chief Tidwell added that the article in the paper was misunderstood and he felt this would be clarified by deciding how often, where, etc. and the Liquor Enforcement will be a big help and he relies on them. Lacy felt the area should be minimized rather than maximized.

Motion #3 by Trustee Lacy and seconded by Trustee Best to move forward with an Ordinance for the Entertainment District. **Motion carried, 5-0.**

Trails Proposal for Midland Hills Bridge Presentation. 01:06:23
Osborn stated she was requesting feedback from the Trustees on the Barbara Whipple Trail system. She reviewed the presentation in the packet for the Trustees and public in attendance. She reviewed the map as well stating sustainable trails need to be designated in the area. Volpe thanked Osborn and stated the

Whipple Trail Bridge is the most highly visited bridge in BV and another access point is essential to sustaining the area. Lacy felt it was definitely something the Board had been talking about. Puckett felt this was an amazing opportunity.

TransRockies Event CBS Sports Commercial. 01:16:05
Reitter reported that the TransRockies Event spans 6 days and this year is the 10th anniversary. Serious athletes and trail running enthusiast with competitors from all over will complete in the event that event brings a lot of people to the region and who will spend approximately $ dollars. CBS reached out to the Town and is working with the Visitor Bureau, Chamber Of Commerce and Economic Development Council who are all excited about the spot. It will be 30 minutes and will reach 95 million households via TV, Facebook and the CBS website. The Visitor Bureau will provide $3,500 and would like the Town to match that number. The Town and Visitor Bureau will own the rights and can use the spot to promote Town. Locals will be interviewed and profiled. The budget is $10,500 with $14,000 to do it right. Reitter will be addressing the Chaffee County Commissioners to request a contribution. She stated this aligns with the Board's Economic Vitality, Community, Environment, policies. She noted the project proposal in packet along with economic impact projections stating this is a bonus for the community. Puckett asked who is responsible for broadcasting to local entities or getting word out. Reitter stated the Town will work through Advisory Boards, Main Street, Economic Development Council, Chaffee County Visitor's Bureau and all other stakeholders. Puckett felt it was a good bang for the buck. Volpe said the group of athletes is awesome and to celebrate them would be cool. Best felt the advertising was great. Lacy inquired about funding for the gap. Reitter replied the Town might have to make an additional investment.

Motion #4 by Trustee Lacy and seconded by Trustee Best to approve $3,500 with the potential of an additional $7,000. **Motion carried, 5-0.** Best, Aye; Jenkins, Aye; Lacy, Aye; Puckett, aye; Volpe, aye.

PUBLIC HEARING – Should the Board of Trustees approve an application from Beer Base, LLC dba The Jailhouse Craft Beer Bar for a new Beer and Wine Liquor License at 412 East Main Street (formerly 414 East Main Street), Buena Vista, CO. 01:27:48
Sciacca presented reviewing the Staff Report. She stated that the applicant submitted a complete and timely application for concurrent review and that the State Liquor Enforcement had only requested minor clarifications. Sciacca noted that the address for the building changed to 412 at the request of the Fire Department. She reported that the results of the fingerprint and background investigation were not returned yet, but that any negative result would have been reported immediately. Sciacca recommended approval following the Public Hearing and stated that the license would be held pending receipt of Certificate of Occupancy from the Building Department.

Mayor Pro Tem Puckett opened the floor to Public Comment. Applicant Sarah Haughey stated she would not be brewing beer and the establishment will be centered around a small community type environment. There being no further comments, the Public Hearing was closed.

Motion #5 by Trustee Jenkins and seconded by Trustee Volpe to approve the application from Beer Base, LLC dba The Jailhouse Craft Beer Bar for a new Beer and Wine Liquor License at 412 East Main Street. **Motion carried, 5-0.**

The Board of Trustees took a brief break at 8:35 PM and returned to the regular meeting at 8:38PM. Mayor Benson joined the meeting and thanked Mayor Pro Tem Puckett for filling in.

Should the Board of Trustees approve adoption of Resolution #47 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPOINTING MCKENZIE LYLE AS A REGULAR MEMBER OF THE RECREATION ADVISORY BOARD. 01:38:50

Reitter stated this is a typical advisory board appointment and fills a vacancy.

Motion #6 by Trustee Lacy and seconded by Trustee Puckett to approve Resolution #47 as presented. **Motion carried, 5-0.**

Should the Board of Trustees approve adoption of Resolution #48 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPOINTING TIM BLISS AS A REGULAR MEMBER OF THE PLANNING & ZONING COMMISSION."? 01:39:30
Doering reported this fills a vacancy and moves Bliss from an alternate to a regular member.

Motion #7 by Trustee Jenkins and seconded by Trustee Lacy to approve Resolution #48 as presented. **Motion carried, 5-0.**

Should the Board approve adoption of Resolution #49, Series 2016, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, ADOPTING THE SOURCE WATER PROTECTION PLAN."? 01:40:04
Maggard reported this expands the current district and is voluntary by nature and allows the Town to police source water coming into the plant. It also opens communication channels for partnering on data collection. The document was sent out for comments and only positive comments have come back. Maggard stated he was requesting support so the Town can enact practices to protect the source water. Lacy asked about section 10-4. Maggard replied there are different documents that can be referenced to do that. Reitter and he talked about using an intern and there will be some work and potential implications to the budget. Reitter gave kudos to Gertson for all his work on the plan.

Motion #8 by Trustee Puckett and seconded by Trustee Jenkins to approve Resolution #49 as presented. **Motion carried, 5-0.**

PUBLIC HEARING - Should the Board approve adoption of Resolution #50 "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPROVING A MINOR DEVELOPMENT FOR THE PROPERTY LOCATED AT 723 YALE AVENUE, BUENA VISTA, CO."? 01:44:50
Mayor Benson disclosed that he has a family member who is interested in purchasing one of properties if approved. Reynolds presented reviewing a PowerPoint presentation detailing the specifics of the proposed development. He noted the applicant was present and stated the Staff Recommendation is for approval with the condition.

Mayor Benson opened the Public Hearing. There were no public comments. Benson asked what water pump easement is. Applicant noted there is an irrigation pump and both lots have deeded rights to the water. Lot #2 will have access via an easement to the pump on lot #1 and the pump could be moved in the future. There being no further comments, the Public Hearing was closed.

Motion #9 by Trustee Volpe and seconded by Trustee Lacy to approve Resolution #50 as presented with the condition. **Motion carried, 6-0.**

Should the Board approve adoption of Ordinance #7 "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO AMENDING CERTAIN SECTIONS OF CHAPTERS 16 AND 18 OF THE BUENA VISTA MUNICIPAL CODE REGARDING THE OCCUPANCY, PARKING AND STORAGE OF RECREATIONAL VEHICLES; CAMPING ON PRIVATE PROPERTY AND STORAGE OF TRAILERS."?
Should the Board approve adoption of Ordinance #8 "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO REPEALING AND REINSTATING ARTICLES III AND IV, CHAPTER 8 AND AMENDING SECTIONS 7-39, 16-4, 16-611, AND 16-243 OF THE BUENA VISTA MUNICIPAL CODE REGARDING ABANDONED AND INOPERABLE VEHICLES ON PUBLIC AND PRIVATE PROPERTY."?
Should the Board approve adoption of Ordinance #9 "AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, REPEALING ARTICLES I, II, III, IV, V, VI, AND VII OF CHAPTER 7 AND REINSTATING ARTICLES I, II, III AND IV OF CHAPTER 7 OF THE BUENA VISTA MUNICIPAL CODE REGARDING NUISANCES AND NUISANCE ABATEMENT."? 01:50:50
Doering advised the Board he would be doing one presentation on all three (3) ordinances since they all relate to Code Enforcement. He explained these will allow Staff to regulate and enforce codes to protect

and improve the quality of life relating to trash, animals, recreational vehicles, trailers and inoperable/junk vehicles. He reviewed the purpose of each ordinance and stated that Staff was recommending approval of Ordinances #7, #8 and #9.

Benson reminded these are code changes and have reasoning for why the regulations are needed. He stated there was a lot that is good but some need help. Reitter stated the Trustees can speak with or send comments to Staff and then the ordinances can be brought back with amendments. Puckett asked if this was looked at by the Planning and Zoning Commission. Doering replied the Commission did not see these, but certainly could. Code changes are under the purview of the Board. Reitter clarified many of the proposed regulations in the inoperable vehicle section were in response to complaints received by Staff. Best was concerned about the 2 week limitation for camping citing this would prohibit both her parents and in-laws from being able to stay at her home. She felt it was too restrictive. The Board generally agreed the timeframe was too short and Best suggested a minimum of two – 14 day permits. Puckett asked why RV storage was limited to R-1 and R-2. Doering replied the majority of Town is R-1 and R-2. Lacy asked about a construction company that utilizes an RV for an office and moves it from site to site. Doering replied that was a different use classification. Lacy questioned why this use was not allowed in B-1 and B-2 Industrial. Puckett did not see an issue with people parking a trailer behind their house. Benson felt the Board should provide specific input to Staff. Reitter agreed that it would be beneficial to the Trustees to provide comments to the Staff and then the ordinances could be brought back. Parker clarified that the requirements were not meant to be prohibitive. Doering added that Staff needs clear rules in case there is need to go to Court. Reitter stated the code now allows for a lot of interpretation which is hard to enforce. Parker stated some of the Board's comments could also apply to the current code. Benson stated that he had counted 13 trailer violations on his way to the meeting it evening. He said the Town promotes urban agriculture, but the proposed code seems to prohibit that. Parker felt the fundamental structure could be changed with different limits. Benson felt tweaking this could be worked out. Benson asked that feedback be provide to Staff by Thursday, May 12. After discussion about timelines, Doering felt this could come back to the Trustees on May 24.

Motion #10 by Trustee Best and seconded by Trustee Puckett to table Ordinances #7, #8 and #9. **Motion carried, 5-0.**

Lacy encouraged the Trustees to study these well and Benson felt specific comments on suggested changes would be helpful for Staff. Puckett thanked Staff for putting the ordinances together.

Should the Board approve adoption of Ordinance #10 "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO REPEALING AND REENACTING ARTICLE III OF CHAPTER 6 OF THE BUENA VISTA MUNICIPAL CODE CONCERNING COMMERCIAL RIVER ACTIVITIES."? 02:24:12

Parker reminded the Board that at the April 26 Trustee meeting they raised some issues regarding permitting and allowing commercial rafting put-ins and take outs, permitted locations, activities, etc. The proposed ordinance clarifies and adds more comprehensive definitions and deletes more detailed provisions that are better suited for permitting and regulations. Benson clarified the "Town's launching facility" section under 6-41 is gone. Parker replied yes and that this will allow the Town to designate these facilities at any time. He did clarify the Board will need to adopt more specific rules and regulations. Reitter stated that the Recreation Advisory Board will be working on those.

Motion #11 by Trustee Puckett and seconded by Trustee Best to approve Ordinance #10 as presented. **Motion carried, 6-0.**

Letter of Support for Chaffee County Application to Colorado Federal Lands Access Program for County Road 306. 02:27:45

Reitter reported she received the request from Chaffee County Director of Administration Bob Christiansen for the letter supporting the County's application to make improvements to County Road 306. She reported that Gunnison County will be paving Cottonwood Pass and the road going to reservoir. Reitter clarified there is no financial support and if approved she will get the letter to the County.

Motion #12 by Trustee Lacy and seconded by Trustee Puckett to approve the Mayor to sign the letter of support for the Chaffee County Application to Colorado Federal Lands Access Program for County Road 306. **Motion carried, 5-0.**

STAFF REPORTS

Town Administrator **02:30:05**

- CML Conference is June in Vail and the Mayor and Trustees need to let her know if they want to attend
- Staff is attending Colorado Airport Operators Conference
- Compensation and Classification Study is done and will be presented at 5/24 meeting
- Town has a lot of RFPs out
- Tiny Detour was a success
- Bike and Walk to School and Work week was a success
- River Park Clean UP Day is set for May 15
- Paddle Fest planning is occurring with a meeting to be held with event organizers this month
- Sent notice to proceed to UAWCD and will focus on bringing Treatment Plant back online
- Creative District Application submitted April 28 and Staff attended Colorado Creative Summit in Carbondale on May 5
- Economic Vitality Board held first meeting with a great turnout and fresh perspective and they will be working to form an Economic Development Strategy
- Board must complete NIMS training which is critical for reimbursements – Chaffee County is proposing one date (June 2 or 3) for Elected Officials Training (Board agreed on June 2)

Town Treasurer **02:36:35**

- Puckett emailed Stoke suggestions and she is working toward those, but some were included in this report
- January sales tax is up 8.5% and February is up 12% over 2015
- Business Insider Article
- Half of March sales tax is in and will be presented next meeting
- Sales Tax and Fund Balances are included
- The Board generally liked the report and Puckett thanked Stoke for the changes/updates

Public Works Director **02:40:25**

- Working with RG Waterworks on Surface Treatment Plant start-up analysis
- Completed McPhelemy Park Lake dredging with 160 truckloads of silt removed
- The Lake is being surveyed as part of water rights so the Town will have accurate topography
- The Lake will be full for PaddleFest
- DOC crew and Town Staff installed new sprinkler system at McPhelemy Park
- Well #3 is ready to run but meter needs correlation and certification from State which will possible come next week
- Will be meeting with a BLM archaeologist to look at a scope of work for the Fire Pit
- Rodeo Road Trail paving is out to bid and should come back to the Board at the first meeting in June and paving in July
- Puckett asked about the design of Belden Street and after discussion the Board agreed to look at design funding for future buildout

Airport Manager **02:53:30**

- Reach Air received CO and Airport is working with FAA to mark their launch site properly
- Sold Jet A truck to Chaffee County
- Army expresses appreciation for the new Refueler Truck and ability to fuel quickly
- Bell Helicopter has scheduled testing for June and July
- Delaware based company and polish aircraft manufacturer Fusion is looking at airport for manufacturing P-51 Mustang
- In final stretch on Airport Master Plan

- Met with FAA and CDOT to discuss Jay Jones Hangar and SRE building
- Working with Treasurer Stoke to streamline Airport accounting and software
- All Staff at Airport are CPR trained
- Lots of community service help has cleaned up the Airport
- Working with prison crews for Carpenter hangar improvements
- Planning Staff will be attending the next Airport board meeting to discuss construction and development standards
- Application for a (4) 60' x 40' unit received from a developer and working with Airport Board and design review committee

Motion #13 by Trustee Lacy and seconded by Trustee Puckett to proceed with the purchase of the Grindle property and direct Staff to bring back the necessary documents to the Board for finalization. **Motion carried, 5-0.**

TRUSTEE/STAFF INTERACTION 03:05:00

Motion #14 by Trustee Best and seconded by Trustee Lacy to approve the facility rental fee waiver requests for the Chaffee County High School, BVSD Preschool and US Forest Service. **Motion carried, 5-0.**

Mayor Benson reminded the Trustees that they need to provide Staff comments by Thursday, May 12 on the proposed Code change ordinances.

Jenkins reported that Colorado Mountain College is restructuring and he is on the committee that will be accepting input on May 20 from 9-10AM

Benson reported there would be Joint Work Session with Planning & Zoning in early June.

Volpe asked if discussions from the last Breakfast were provided to Staff. Benson stated he met with Reitter and told her what was talked about but encouraged the Trustees to email her directly with any comments.

Lacy stated he felt the Board should look at what they can offer Fusion and the Board needs to step up. He asked Van Deel to let them know what is needed. Reitter suggested a letter of support.

Motion #15 by Trustee Volpe and seconded by Trustee to promote the trails project that was presented by Recreation Supervisor Osborn. **Motion carried, 5-0.**

Maggard reported May 20 is Arbor Day and tree planting will take place on Evans Street around 10AM. He reported that Public Works is also hiring for 3 seasonal park positions.

Doering reported there are openings on the Planning and Zoning Commission for two alternate positions.

EXECUTIVE SESSION - An Executive Session to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e). 03:11:05

Motion #16 by Trustee Lacy and seconded by Trustee Puckett to go into Executive Session at 10:11PM. **Motion carried, 5-0.**

Motion #17 by Trustee Volpe and seconded by Trustee Puckett to adjourn from Executive Session at 10:45 PM. **Motion carried, 5-0.**

ADJOURNMENT

Motion #18 by Trustee Lacy and seconded by Trustee Best, noting that there being no further business to come before the Board, declared that the meeting be adjourned at 10:47 PM. **Motion carried, 5-0.**

Respectfully submitted:

Joel Benson, Mayor

Janell Sciacca, CMC
Town Clerk

Minutes of the Regular Meeting of the Buena Vista Planning and Zoning Commission

April 20, 2016

CALL TO ORDER

A regular meeting of the Planning and Zoning Commission was called to order at 6:01pm, Wednesday, April 20, 2016 at the Buena Vista Community Center, Pinon Room, 715 E Main Street, Buena Vista, Colorado by Chair Trey Shelton. Also present were Commissioners Annie Davis, Scott Johnson, and Tim Bliss. Staff Present: Principal Planner Mark Doering, Planner I Scott Reynolds, and Deputy Town Clerk Melanie Jacobs.

PLEDGE OF ALLEGIANCE

Chair Shelton led in the Pledge of Allegiance.

ROLL CALL

Jacobs proceeded with the roll call and declared a quorum.

AGENDA ADOPTION

Shelton called for approval of the agenda. **Motion #1** by Davis seconded by Johnson to adopt the agenda as presented. Motion carried.

APPROVAL OF MINUTES

Bliss motioned for approval of the April 6, 2016 minutes. **Motion #2** was seconded by Shelton. Motion carried.

PUBLIC COMMENT

Shelton opened the public comment portion of the hearing at 6:03pm.

Steve Wartman of 29798 CR 353, Buena Vista, thanked the Planning Commission for having done its job in relation to the special use permit application at 102 Brookdale. He noted that the permit had been denied by the Board of Trustees, a decision that he did not understand given the Commission's recommendation to allow the special use and the fact that his application met all criteria for approval. He stated that some Commissioners had told him they wanted to resign from P & Z over the matter and he urged them not to do so. He encouraged them instead to attend the next Board of Trustees meeting, at which the resolution to deny the special use permit will be considered.

With no further comments received, the public comment portion of the hearing was closed at 6:05pm.

NEW BUSINESS

Selection of Vice-Chair / Alternate to Regular Member

Shelton reminded Commissioners that he would be gone for the next three meetings. Davis agreed to run the next meeting and possibly more if necessary. Johnson remarked that Larimer had expressed tentative interest in assuming the role of Vice-Chair and therefore might be willing to take over after May 4. The Commission asked that selection of a Vice-Chair be carried over to the next agenda.

Shelton asked Bliss if he would like to move up from alternate to regular member of the Commission; Bliss stated that he would. Davis motioned to make Bliss a regular member and Shelton seconded. **Motion #3** passed 3-0.

Discussion: Changing Commission meeting time

After brief discussion, Davis motioned to move Planning Commission meetings to 7:00pm beginning with the first meeting in May. Bliss seconded and **Motion #4** was approved 3-0.

Miller Holloway Minor Subdivision

Reynolds explained that the applicant was requesting approval to subdivide the lot at 723 Yale Avenue into two residential parcels. The property is located in the R-1 zone, and lot 2 already has a house on it. He projected an image of the subdivision plat onto the meeting room screen and then proceeded to go through the criteria for approval: 1) the application conforms to the requirements of the subdivision ordinance, 2) it meets the lot size specifications in the town's zoning ordinance, 3) adequate utility service/easements already exist, 4) no new rights-of-way are required, and ingress/egress and a water pump access easement are included on lot 1 for use of the property owner of lot 2, and 5) proper drainage control will have to be demonstrated at the time of lot development. Reynolds closed by stating that staff recommends approval of the application with the condition that the Final Plat will need to be corrected to the satisfaction of the Principal Planner.

Applicant Bill Miller of 723 Yale Avenue was present in the audience and rose to speak. In response to questions from the Commission, he explained that the water pump on the property belongs to and will serve only lot 2. An easement is being created on lot 1 to accommodate the pump, which feeds a sprinkler system in the backyard of lot 2.

After ascertaining that Commissioners had no further questions, Shelton closed the public hearing. Davis stated that she found the application to be pretty straightforward and other Commission members concurred with this assessment.

Davis motioned to recommend approval of the Miller Holloway Subdivision Final Plat, with the condition that prior to recordation of the Final Plat, the Final Plat drawings shall be corrected to the satisfaction of the Principal Planner. Bliss seconded. **Motion #5** carried 3-0.

The applicant asked Doering what kind of corrections the plat required; Doering replied that he would talk to the surveyor about them, and that they were of a technical nature and would not alter the plan in any way.

STAFF / COMMISSION INTERACTION

Doering informed the Commission that a flood risk open house would take place at the Community Center on April 27. FEMA has done a new Flood Insurance Study (FIS) and is updating its Flood Insurance Rate Map (FIRM). The new map will be available for viewing beginning at 5:30pm and FEMA representatives will give a presentation at 6:00pm. The 90-day appeal period has already begun, and when it concludes FEMA will adopt the new map. Any appeals to the study's findings must be scientific or technical in nature; other types of objections are considered to be 'comments.' Once FEMA adopts the updated map, Buena Vista will have six months to do likewise in order to avoid running afoul of federal regulations. Doering stated that the new map will have significant effects on some Buena Vista property owners, as the floodplain has shifted position since the last such map was adopted in 1982 and prior maps have not included floodway designation. Johnson asked if flood risk could be mitigated by installing levies upstream on Cottonwood Creek, and Doering replied that this probably would not be possible as

any such levies would need to be located outside of town limits. He suggested that this question be brought up at the meeting on Wednesday.

Doering let the Commission know that Reynolds will be giving presentations at meetings on a fairly regular basis in the future, as the volume of projects coming in has made it necessary for them to divide the workload.

Johnson stated that he was resigning from the Commission effective immediately. He cited family and business obligations as the primary reason for his decision, but indicated that the Trustees' denial of the special use permit at 102 Brookdale also played a significant role in his thought process. He does not understand why this happened and believes that it is a pointless exercise to require citizens to go through the town's approval procedure if the Trustees are going to ignore the recommendations of the Planning Commission and town staff. He thinks the Board of Trustees should honor the town's process. Johnson indicated that it had been a pleasure to serve on the Commission.

Doering expressed regret at Johnson's decision and stated that he was trying to introduce some changes in the development process to the updated UDC. Specifically, he would like the Planning Commission to make the final determination on special use applications. He would also like Commission hearings to be publicly noticed even when the project under discussion moves on to the Board of Trustees for final approval; the current code requires public notice of only those hearings at which final decisions are made.

Doering let Commissioners know that he is looking for appropriate training sessions for them and will advise them as he locates such opportunities.

Commission members thanked Johnson for his service. Davis and Bliss agreed with his frustrations regarding the Board of Trustees decision.

ADJOURNMENT

There being no further business to come before the Commission, Commissioner Davis motioned to adjourn the meeting at 7:06pm. Commissioner Johnson seconded. **Motion #6** was unanimously approved.

Respectfully submitted:

Trey Shelton, Chair

Melanie Jacobs, Deputy Town Clerk

Minutes of the Regular Meeting of the Buena Vista Planning and Zoning Commission

May 4, 2016

CALL TO ORDER

A regular meeting of the Planning and Zoning Commission was called to order at 7:00pm, Wednesday, May 4, 2016 at the Buena Vista Community Center, Pinon Room, 715 E Main Street, Buena Vista, Colorado by Acting Chair Annie Davis. Also present were Commissioners Estes Banks, Preston Larimer, and Tim Bliss. Staff Present: Principal Planner Mark Doering, Public Works Director Greg Maggard, Deputy Town Clerk Melanie Jacobs, Planning Technician Jill Abrell, and Code Enforcement Officer Alex Junker.

PLEDGE OF ALLEGIANCE

Acting Chair Davis led in the Pledge of Allegiance.

ROLL CALL

Jacobs proceeded with the roll call and declared a quorum.

Doering introduced two new Planning Department staff members: Code Enforcement Officer Alex Junker and Planning Technician Jill Abrell. Commissioners welcomed them to their new positions.

AGENDA ADOPTION

Davis called for approval of the agenda. **Motion #1** by Larimer seconded by Banks to adopt the agenda as presented. Motion carried.

APPROVAL OF MINUTES

Bliss motioned for approval of the April 20, 2016 minutes. **Motion #2** was seconded by Davis. Motion carried.

PUBLIC COMMENT

Davis opened the public comment portion of the hearing at 7:07pm. With no comments received, the public comment portion of the hearing was closed at 7:07pm.

NEW BUSINESS

Selection of Vice-Chair

Davis asked if any of the Commissioners were willing to act as Vice-Chair. Larimer responded that he was, after Banks and Davis had demurred. Banks motioned to nominate Larimer as Vice-Chair of the Commission. Bliss seconded **Motion #3** and it passed 3-0.

BVSD Baseball Field Rezoning

Doering explained that the applicant was requesting to change the zoning of the Buena Vista School District baseball field at 609 E Pine St from R-1 OT (low-density residential old town) to B-1 OT (general business old town). The applicant was also seeking to vacate an alley right-of way running through the baseball field (explained in more detail below). Finally, the applicant had asked that application fees be waived.

Doering noted that these changes were being sought in order to facilitate a land swap arrangement with the town: the School District would like to trade the current baseball field for another field to be constructed by the town at another site, while the town wants to use this property for affordable housing. The conceptual site plan being sent to the Colorado Housing and Finance Authority (CHFA) anticipates that two multifamily buildings will be erected on the site, each of three stories and accommodating 24 apartment units. One building will be situated along Pine St and the other will be located just off Carbonate St. Access will be taken from the town-owned Utah St right-of-way and from Pine St. The CHFA application is due June 1.

Doering then showed Commissioners a map of the surrounding zone districts: R-1 (OT) to the west, B-1 (OT) to the north, the South Main PUD to the east, and R-2 (OT) to the south. Doering stated that as the town code specifies no criteria for approval of a rezoning request, he had consulted other municipalities' codes and is utilizing their most common criteria to arrive at a determination. First, he finds that the project is in conformance with the Comprehensive Plan, as it allows for residential development near downtown and will help meet the need for affordable housing in the area. Second, the proposed B-1 OT zone district is contiguous with the B-1 OT zoning to the north of the property. Third, the zone change would be compatible with surrounding uses, which are both residential and commercial. A fourth criterion asks whether the zoning currently in effect was made in error; this consideration does not apply in this case.

Doering then moved on to a discussion of the other aspect of the project: the alley right-of-way vacation.

BVSD Baseball Field Alley Right-of-Way Vacation

Doering informed the Commission that the alley in question is bordered by Pine and Carbonate on the north and south, and by Utah and Nevada on the west and east, and runs northwest-southeast (parallel to Utah and Nevada). Most of Utah St has already been vacated, and the remaining piece is town property. There is a sewer line present in the vacated part of Utah St.

Doering proceeded to explicate the one criterion for approval of a right-of-way vacation: the vacation is in the public interest, as it will allow for the development of multifamily housing close to downtown and there are no improvements in the ROW that the town would be abandoning.

Doering closed his presentation by stating that staff recommended approval of both applications with no conditions.

Shelly Mueller of 106 Surrey St, Buena Vista, stood to represent the applicant (the Buena Vista School District). She explained that the district hoped to make the new field a multi-use facility that could be utilized for other sports in addition to baseball. She also stated that there is another piece of property in that area, across Carbonate to the southeast, which could be used for residential development in the future.

After brief discussion during which no member of the Commission expressed any reservations about the project, Larimer motioned to recommend approval of the request to rezone the property at 609 E Pine St from R-1 OT to B-1 OT. Banks seconded and **Motion #4** passed 3-0.

Larimer then motioned to recommend approval of the vacation of the alley south of Pine St, north of Carbonate St, east of Utah St and west of Nevada St, to allow for multifamily development of the property located at 609 E Pine St. **Motion #5** was seconded by Bliss and carried 3-0.

Larimer also motioned to recommend that the application fees for the rezoning and alley vacation be waived. Banks seconded and **Motion #6** passed 3-0.

Foreman - Greiner Minor Subdivision

Doering introduced the project by stating that the applicant was requesting approval for a minor subdivision to create three legal residential lots. The properties affected by the split are located at 224 James St and 702 Yale Ave. The applicants are seeking to correct an illegal subdivision made by prior owners. Lot 1 currently has a home on it; the others are vacant land. No public improvements to the new lots would be needed, but half of an alley would have to be dedicated to the town to allow adequate access to lot 2.

Doering projected a flood map of the area and the proposed final plat onto the meeting room screen, remarking that lots 1 and 2 are currently one property, and explaining that all three lots would have access onto James St: lot 1 has direct access, lot 2 would use the alley to access the street, and lot 3 abuts James St at its easternmost end.

Doering went through the criteria for subdivision approval: 1) the development meets the requirements of the subdivision ordinance; 2) all lots being created meet the minimum size requirements as specified in the zoning ordinance; 3) adequate utility service is already available to lot 1, lot 2 will need to be provided with an access/utility easement across lot 1 to James St, and lot 3 can connect to utilities on James St or across adjoining properties; additionally, staff would like to see the proposed Flood Insurance Rate Map (FIRM) included on the plat for the benefit of future property owners; 4) rededication of the northern half of the alley will be required to provide access to lot 2, and easements need to be created to allow for water/sewer/electric/gas service to run to that lot; and 5) there are no drainage concerns with regard to lot 1, and drainage controls will need to be demonstrated at time of development of lots 2 and 3.

Doering concluded his presentation by stating that staff recommends approval with the following conditions:

1) The plat shall be revised prior to Board of Trustees public hearing to dedicate the northern portion of alley back to the Town for alley right-of-way to provide access to Lot 2 from James Street;
2) The plat shall be revised prior to Board of Trustees public hearing to include a note that all lots have areas identified as a Special Flood Hazard Area (SFHA) and any future development of the lots within the subdivision shall obtain approval of a floodplain development permit prior to any construction within the SFHA as required by Article IX of the Town of Buena Vista Municipal Code; and
3) The plat shall be revised to provide an access and utility easement for Lot 2 across Lot 1 to allow for connections to infrastructure within the James Street right-of-way. Lot 3 shall be required to meet each utility provider's requirements at the time of construction on that lot, including but not limited to water, sewer, electric and gas utilities. If connections cannot be made to James Street for Lot 2 or Lot 3 as shown, easements shall be required across any adjoining properties to connect to existing infrastructure and said easements shall be recorded prior to those connections being made.

Applicant Thomas Foreman of 15790 W Tee Rd, Buena Vista, and his sister Cheri Dey of CR 342, Buena Vista, stepped to the podium to speak. Foreman explained that the property had been owned by their parents, and as they have now passed on Foreman and Dey are trying to carry out their wishes as outlined in their will. Their parents wanted the land divided and distributed to family members; they have a sister who plans to build on lot 2. The house on lot 1 is the original family home. Their parents sold off lot

3 some time ago to the Greiners without having gone through the subdivision process, and they are trying to rectify this situation. Foreman also stated that Joseph Greiner had been unable to attend the meeting due to a prior commitment.

Davis closed the public hearing and asked Commissioners for their thoughts. In response to a question from the Commission, Public Works Director Greg Maggard said that there might be utility issues with lot 3. Foreman stated that as Greiner owns property on Yale Ave, easements could be run north from that street. Maggard was of the opinion that any house built on lot 3 would need easements off Thompson Court (to the west), though it would still have access off James St.

Larimer made a motion to recommend approval of the Foreman – Greiner Minor Subdivision Final Plat, with the three conditions outlined by staff [included on page 3 of these minutes]. Bliss seconded **Motion #7** and it carried 3-0.

STAFF / COMMISSION INTERACTION

Doering encouraged Commissioners to attend the May 21 Planning Refresher training in Golden, and asked them to get in touch with Jacobs if they would like to be registered for the event.

Doering stated that last week's meeting with FEMA to discuss the new draft Flood Insurance Study (FIS) had been well-attended and provided local citizens with a lot of good information. After FEMA officially adopts the new map, Buena Vista will have six months to adopt it. The end of the appeal period, during which property owners can submit information to FEMA contesting their determinations, will be June 8.

Doering noted that no one had yet applied for the two alternate vacancies on the Commission.

Doering also informed the Commission that the town had received another Special Use Permit application asking permission to locate a tire and windshield shop at 102 Brookdale Ave. The matter is set to come before the Commission on May 18. Larimer took issue with the notion, expressed by one of the Trustees, that allowing this business to operate at that address ran counter to the Comprehensive Plan. He also wondered why no one had shown up at the Planning Commission meeting to complain about the prior application, as there was a local citizen who did appear at the Trustee hearing to speak in opposition. Doering stated that Planning Commission hearings are not noticed unless the Commission makes the final decision on the matter (as with Comprehensive Sign Plans). He also said that he would be personally contacting the dissatisfied neighbor to let her know of the Planning hearing this time around.

Doering went on to say that he would email Commissioners in order to find a time when they could meet for a work session with the Board of Trustees, but that this should occur sometime after the hearing on the tire shop had come before them.

Banks expressed concern about creating a stigma around the proposed new affordable housing development by locating it in a distinct area. Doering remarked that the county affordable housing group would be doing some public relations work on this issue but that it is not always possible to change people's minds.

ADJOURNMENT

There being no further business to come before the Commission, Commissioner Bliss motioned to adjourn the meeting at 8:31pm. Commissioner Banks seconded. **Motion #8** was unanimously approved.

Respectfully submitted:

Annie Davis, Acting Chair

Melanie Jacobs, Deputy Town Clerk

Minutes of the Regular Meeting of the Airport Board January 19, 2016

I. Call to Order / Attendance

A Regular meeting of the Airport Board was called to order at 8:30 AM, Tuesday, January 19, 2016, at the Central Colorado Regional Airport, 27960 County Road 319, Buena Vista, Colorado by Board Member Bill Lockett. Additional Board Members present were Judy Hassell, Jerry Steinauer, and Dennis Heap. Also present were Town Administrator Brandy Reitter, Assistant to the Town Administrator Emily Katsimpalis, Airport Manager Jill Van Deel, Assistant to the Airport Manager Paul Lehmann, Trustee Liaison Keith Baker, and Deputy Town Clerk Melanie Jacobs. Trustee Eric Gibb, Mark Godonis, Dennis Dempsey, David Strosnider, and Rob Wood also attended.

II. Pledge of Allegiance

Lockett led in the Pledge of Allegiance.

III. Approval of Minutes – November 17, 2015

Heap motioned for approval of the November 2015 minutes as presented. Hassell seconded. **Motion #1** passed unanimously.

IV. Reports

A. Operations

Van Deel began her discussion of operations by addressing recent developments pertaining to Reach Air Medical Services, the emergency helicopter service that has replaced Eagle Med. The modular structure that Reach will utilize initially as crew rest quarters is set to arrive at CCRA on January 28. Van Deel has issued an airport approval letter for the modular, which meets all the necessary criteria. It will be located on the north side of Jay Jones' hangar and approval will run for 180 days, with the option to extend occupancy thereafter. Reach plans to move its crew quarters into one of Muller's hangars once these have been completed.

The modular will have to be connected to the sewer lift station, water, and electricity service. In order to access the sewer system, Reach will pay the cost of cutting through the asphalt in order to lay a new sewer line. The asphalt will be replaced in the spring. Van Deel informed Board members that she will need their approval to proceed with this plan.

Several Board members asked about the impact of Reach's activity on the Flight For Life program. Van Deel replied that Reach will take over the lion's share of air ambulance flights in the area, but that the receiving hospital will determine which helicopter service is used in any given case. For trauma response, Reach's presence should accelerate a patient's access to medical care.

Heap motioned to approve Reach's application for a temporary modular structure to be installed at CCRA to serve as crew rest quarters. Hassell seconded and **Motion #2** passed unanimously.

Van Deel then went on to explain that hiring an outside contractor to epoxy the floor in the big hangar would cost about $75,000. She believes that this expense can be reduced

to about $15,000 by handling the project in-house, and that is what she plans to do. In addition, she was recently contacted by Boeing about working out a user agreement that could be signed on short notice to accommodate their upcoming testing needs.

Van Deel closed her remarks by addressing the Carpenter and Jay Jones hangars. She stated that the town's recent acquisition of the Carpenter hangar has eliminated the through-the-fence issue that had been associated with the property. When the weather warms, the associated fence will be rerouted and the gate removed. Improvements to the interior of the hangar will also have to be made.

Jay Jones has agreed to sell his hangar for its assessed value. It is headed into a tax sale, and at 4,000sf it would be ideal for equipment storage. Van Deel hopes that the town can finance purchase of this hangar with Snow Removal Equipment grant money, but Reitter is still waiting to hear from the FAA regarding whether this will be allowed.

In response to a question from the Board, Van Deel responded that traffic counts have been down recently, as is expected during the winter months.

B. Marketing

This topic was not discussed; information can be found in the January 2016 Airport Report.

C. Financial

This topic was not discussed; information can be found in the January 2016 Airport Report.

V. Old Business

A. Hangar Construction

Mark Godonis provided Board members with a site plan of the four hangars he intends to build, explaining that two would be erected as part of Phase 1 and two more as part of Phase 2. He stated that Reach crew quarters may at first be located in a Phase 1 hangar but then move to a Phase 2 hangar, in order to allow him to provide the company with a structure that has been built-to-suit. He also indicated that he had a suggested lease template that he would like to use in conjunction with his project.

Van Deel stated that she would prefer that the airport limit itself to two standard lease templates in the future, one commercial and one private. As the situation currently stands, almost all tenants have leases that differ from each other, making it difficult for town staff to keep track of each one's unique provisions. Heap agreed with this sentiment, noting that CCRA could use a standard lease to which certain commercial overrides could be added when needed.

Reiter remarked that Jviation had recommended use of the town's current lease agreement, and told Godonis that she would compare the language in his lease with this standard lease. Godonis was asked to forward a copy of his lease to all Board members, and he indicated that he would do this. He then stated that once a lease had been signed and permits obtained, he should be able to finish his project in two to three months.

B. Master Plan Update

Van Deel informed the Board that Jviation was behind schedule on the Master Plan update. There will be one more meeting with the Master Plan Committee and one more public open house and that should mark the end of the process. Reitter indicated that turnover at Jviation was responsible for the delay, but she anticipated having the finalized document in hand in February or March. She pledged to forward the final draft to Airport Board members and appropriate town staff as soon as she received it.

C. 2016 Budget

i. Staffing

Van Deel stated that Paul Lehmann, her newly hired assistant, is working out well in his role.

D. Equipment and Maintenance

i. Snow Plow Equipment

Van Deel indicated that airport staff had recently acquired a new plow blade but were having trouble finding a hitch to attach it to the truck. As a result, she bought two new bits for the airport plows, as it was either that or risk damaging the asphalt with the old plow blade. In response to a Board query, Van Deel stated that the airport would purchase a Foreign Object Debris (FOD) remover this year.

E. Eagle Med Helicopters

Van Deel noted that this topic had already been covered during discussion of Reach Air Medical Services.

VI. New Business

A. Appointments

Reitter let the Board know that she had received a letter of resignation from Charles Abel. Van Deel drew the Board's attention to the application for appointment submitted by Mal Sillars, prior member of the Airport Board and CCRA's weatherman for over 20 years.

Hassell motioned to recommend that the Board of Trustees appoint Mal Sillars to the Airport Board. Lockett seconded **Motion #3,** which passed without dissent.

B. Chaffee County UAS Update

i. Presentation Dennis Dempsey / Dennis Heap

Heap briefly introduced Dempsey, explaining that both of them were on the Chaffee County Unmanned Aircraft Systems (UAS) Board, which was first convened in 2014 as a result of the efforts of the County Commissioners, Wendell Pryor of the Chaffee County Economic Development Corporation, and other private citizens. Dempsey also serves on the Salida Airport Board.

Dempsey indicated that he would run briefly through a PowerPoint presentation he and Heap had put together, outlining the UAS Board's goals along with some laws governing to drone operations. He also informed Board members that Chaffee County had obtained two Certificates of Authorization (COAs) pertaining to commercial (as opposed to recreational / hobbyist) use of drones.

As part of his presentation, Dempsey noted that the overall objective of the UAS Board's activities was to attract high-tech companies to the local area, thereby bringing economic benefits to the county as a whole. He went over some of the rules regulating drone use – such as the requirement that drones stay at least five miles away from an airport, and fly at an altitude of no more than 400' – and then spoke of the plan to bring a youth training program to middle and high school students in Salida and Buena Vista. The purpose would be to teach these students how to operate and maintain drones.

Board members thanked Heap and Dempsey for the presentation, and Dempsey stated that he would follow up by arranging a meeting with local pilots to discuss their concerns about drone use.

C. David Strosnider / Colorado Center Presentation

Strosnider stood and introduced himself, noting that he was quite familiar with the airport, having been in charge of CCRA's FBO for seven or eight years. He also introduced Rob Wood, a real estate agent with whom he had been working. He explained that he and Ron Southard are partners on the Colorado Center project, a science and technology commercial development located close to the airport.

Strosnider then distributed a map to Board members showing several lots belonging to the Southwinds subdivision, along with a 12.8-acre parcel of land sandwiched between Southwinds Lots 1 and 2 that he and Southard are interested in selling to the town. He explained that it would be a through-the-fence (TTF) operation that, if utilized for the purpose of installing a helipad, would turn CCRA into a world-class helicopter testing facility. He indicated he would not be in favor of using the land for a crosswinds runway as had been discussed in the past, since this would put Colorado Mountain College into the airport overlay district. He maintained that putting in a heliport as suggested would make emergency crosswind landings possible. He also stated he would be open to looking at alternatives to TTF agreements, and that he hoped to help facilitate a public-private partnership to advance the project. He noted that the aviation businesses which chose to locate a facility on the parcel would pay CCRA 1.5 times the lease rate charged at the rest of the airport. Strosnider closed his remarks by requesting a favorable recommendation from the Airport Board regarding town acquisition of the land in question.

Reitter and Van Deel expressed interest in the idea of separating the helicopter area from the rest of the airport. Reitter remarked that as the Airport Master Plan mentions installation of a helipad, the project would be eligible for grant funds. Van Deel indicated that the suggested emergency crosswinds runway probably could not be used as a selling point for the airport, given its proposed length. In response to a question from Lockett, Van Deel said that the FAA was open to the TTF aspect of the proposal, though working out the details could be tricky.

Trustee Gibb stated that during his two years on the Board of Trustees, he had always been told that through-the-fence agreements were not a good idea and should be eliminated. He asked why this one was different, to which Reitter replied that the TTF arrangement being considered here would be under local control, which had not been the case with previous agreements of this sort.

Heap requested a copy of the TTF agreement being contemplated, and Reitter asked for a conceptual drawing. Strosnider said he would forward both documents to Board members, and asked again for a recommendation to the Board of Trustees, advising that the town should acquire the parcel and the adjacent 2.1-acre easement. Reitter stated that the issue would be reconsidered at the next Airport Board meeting, with possible formal action to follow. She said she would discuss the matter with Jviation in the meantime. Lockett, Reitter, and Van Deel all agreed that this project could be a good opportunity for the town. In response to a question from the Board, Strosnider said that he could attend the next Airport Board meeting if his attendance were requested.

D. 2016 Business Plan

Lockett noted that Heap had sent the new business plan to all Board members. Heap indicated that the document was the same as the 2015 version with the exception of some of the financial data, which had been updated. He read briefly through a few sections of the document, emphasizing his vision for the airport: that it become an economic driver for the town. He expressed a desire to utilize the document as an evolving 5-year plan, which could be used in future to provide Trustees with a more thorough contextual understanding of CCRA operations and development. This

understanding would in turn inform Trustee decisions regarding airport budgetary matters.

Hassell motioned to send the 2016 Business Plan to the Trustees for approval. **Motion #4** was seconded by Heap and passed unanimously.

E. 5-year Budget

Heap opined that the airport should start developing a 5-year budget, and that this would mesh nicely with a 5-year business plan.

Lockett asked Van Deel about the accounting software program she had mentioned some months previously. Van Deel replied that World Fuels had agreed to set CCRA up on its new software, which was due out within the month. The software will enable wireless communication to and from the new fuel truck.

F. Reach Lease Agreement

Van Deel asked the Board what they wanted the Reach lease to look like. There was general consensus among Board members that it should be a standard lease at the commercial rate. Lockett was concerned that costs be divvied up in writing (i.e., that it be made clear Reach would have to pay for cuts in the asphalt); Van Deel indicated that these issues could be better addressed in a separate document. The Board agreed that the lease should be written for a term of 180 days with an option for a month-to-month extension thereafter, until the new crew quarters are ready.

VII. Public Comment

Lockett opened the floor to public comment. With no comment received, he then closed this portion of the meeting.

VIII. Other Business

There was none.

IX. Adjournment

Lockett noted that there was no further business to come before the Board. Lockett motioned to adjourn and was seconded by Steinauer. **Motion #5** carried and the meeting adjourned at 10:38 am.

RESPECTFULLY SUBMITTED:

ACTING CHAIRMAN BILL LOCKETT

DEPUTY TOWN CLERK MELANIE JACOBS

Minutes of the Regular Meeting of the Airport Board February 16, 2016

I. Call to Order / Attendance

A Regular meeting of the Airport Board was called to order at 8:30 AM, Tuesday, February 16, 2016, at the Central Colorado Regional Airport, 27960 County Road 319, Buena Vista, Colorado by Board Member Bill Lockett. Additional Board Members present were Judy Hassell, Jerry Steinauer, and Dennis Heap. Also present were Town Administrator Brandy Reitter, Assistant to the Town Administrator Emily Katsimpalis, Assistant to the Airport Manager Paul Lehmann, and Mayor Joel Benson.

II. Pledge of Allegiance

Lockett led in the Pledge of Allegiance.

III. Approval of Minutes – November 17, 2015

Heap motioned for approval of the January 2016 minutes as presented. Hassell seconded. **Motion #1** passed unanimously.

IV. Reports

A. Operations

Brandy Reitter began her discussion of Airport Operations by informing the board that Reach Air Medical Services' modular building has been dropped and Department of Sanitation has approved a temporary holding tank. Having a temporary sanitation tank will allow us to forgo cutting asphalt to tie-in to the existing sanitation line. Dan Swallow (County) has informed us that further approval is needed because the temporary tank will be within 400 feet of a water line. A Ground Lease was approved in August 2014. The Ground Lease was prepared by Jviation, modeled after Greeley Airport's Ground Lease, and is structured for anticipated growth. Dennis Heap has modified the existing Ground Lease to address Reach Air details, and proposes an 18 month term.

B. Marketing

Promotional items (shwag) have been ordered for future convention giveaways. Items will be brought to a future Airport Board meeting for feedback.

C. Financial

Mike Hickman's last day will be March 4th. Jill will provide sales numbers YTD at next board meeting. There were questions about accounting software for the airport. Paul gave a brief explanation of the benefits to having accounting software that automatically enters fuel sales into spreadsheets. World Fuels had agreed to set CCRA up on its new software, which was due out within the month. The software will enable wireless communication to and from the new fuel truck.

V. Old Business

A. Helicopter Testing

Korean Aerospace Industries' test crew will be arriving April 15th to spend six weeks at the airport for high-altitude testing of their twin-engine utility helicopter, the KUH-1 Surion.

B. Master Plan Update

There will be a PAC meeting in March, and last public meeting will be in April. Hopefully this project will be done in May.

C. Equipment and Maintenance

I. Snow Plow Hitch

A new snowplow blade has been sitting at public works for months for lack of a way to attach it. The hitch required to attach this blade is in Laramie, WY. Brandy and Jill have discussed the possibility of sending a staff member to Wyoming to pick up the hitch. Dennis Heap will look into the status of the hitch and if there is no date set for delivery an airport staff member will pick it up.

II. Jet-A Truck

Airport will be taking delivery of a new 2016 Jet Truck at the end of February. Trustees have approved the $24,000 per year to lease this vehicle. Lease Needs to be looked over by Town lawyer, and will be presented to trustees on 2/16. Current Jet Truck will be sold. There was a discussion about possibly keeping the current Jet Truck as a backup. It was concluded that maintenance of this truck would be too costly to be kept as a backup. Estimated selling price for our current 1996 Jet Truck is $30,000.

D. Jay Jones hangar

Brandy explained that Linda Bruce(FAA Laison) was sent an email inquiring if FAA entitlement funds could be used to purchase Jay jones hangar. The Jay Jones hangar would serve as an SRE building using existing structure with options for improvement. Brandy went on to explain that the FAA pays fair market value without negotiation. Acquisitions need two appraisals and an environmental impact statement.

E. Colorado Central TTF

TTF Proposal should be sent to all Board members. Town has made an offer on TTF land previously. Any emergency cross-wind runway would need new alignment to avoid Colorado Central Business Park in its' overlay zones. Dave is seeking determination from Town for purchase. Mal Sillars added that a cross-wind runway would never be approved by FAA. Brandy stated that Carpenter Hangar was purchased with entitlement funds, so TTF land purchase would have to be local dollars. Airport Board needs to study TTF Agreement and make recommendation at March meeting. Dave was hoping for a possible purchase first-quarter. Jerry questioned how marketable a heliport would be without hangars. It was questioned if a helicopter company may be interested in building a hangar bordering TTF heliport. TTF agreement would allow companies to contract their own fuel, paying flowage fee to Town. Mal suggested that Town lease land to establish TTF, and company continues to develop. Brandy Suggested that the TTF Agreement offer more alternatives. Joel Benson suggested that advantages be clearly Stated in proposals for Trustees that aren't familiar with airport operations.

F. Chaffee County Airport System

Dennis attended Salida Airport Advisory Board meeting and gave UAV presentation. Commissioner Holman suggested that we have mutual board members, Dennis agrees. Dennis explained how a future 'Airport System' comprising Salida & Buena Vista airports may be more enticing to FAA and CDOT for funding. Jerry stressed that in-fighting between county towns would be problematic, but sees no reason not to pursue the idea. Joel Benson added that a 'One Authority' concept had been discussed in the past, but was being suggested by Salida airport because of financial difficulties. Slowing our progress to benefit another airport would not be ideal. Brandy informed Board that number of board members was standardized in 2015. Airport Board is limited to nine individuals. Brandy suggested a mutual board ' liaison' instead of official board member.

VI. New Business

A. 2016 Business Plan

Dennis said that 2015 Business Plan has been updated with numbers off of website and should be ready to hand to Trustees.

B. 5-year Budget

Any known future expenses should be noted for a 5-year budget. Heap opined that the airport should start developing a 5-year budget, and that this would mesh nicely with a 5-year business plan.

C. Ground Leases

Ground Lease was approved in August 2014 and will be passed along to Board Of Trustees at the next Trustee Meeting. Dennis Heap suggested that an annual rent be charged instead of monthly installments. There was a discussion about the 'Apron' area in front of hangars. Tenants are responsible for maintaining apron area, and will be given a pro-rated price for asphalt maintenance. Dennis will put together a recommendation addressing hangar aprons for next airport board meeting. Mark Muller and Reach need an updated Lease. The Carpenter Hangar also needs a new lease. Brandy suggested approving current ground lease and looking into amending it at next Airport Board meeting. Current ground leases will be ready for this upcoming Tuesday's Trustee meeting. Brandy and Dennis will have a phone meeting to discuss what changes need to be made to current Ground Lease to accommodate new projects.

Public Comment

Lockett opened the floor to public comment. With no comment received, he then closed this portion of the meeting.

VII. Other Business

There was none.

VIII. Adjournment

Lockett noted that there was no further business to come before the Board. Lockett motioned to adjourn and was seconded by Steinauer. **Motion #2** carried and the meeting adjourned at 10:10 am.

RESPECTFULLY SUBMITTED:

ACTING CHAIRMAN BILL LOCKETT

Melanie Jacoles, Deputy Town Clerk for AIRPORT ASSISTANT PAUL LEHMANN

Minutes of the Regular Meeting of the Airport Board March 15, 2016

I. Call to Order / Attendance

A Regular meeting of the Airport Board was called to order at 8:30 AM, Tuesday, February 16, 2016, at the Central Colorado Regional Airport, 27960 County Road 319, Buena Vista, Colorado by Board Member Bill Lockett. Additional Board Members present were Mal Sillars, Keith Baker. Ridgeway Developers Ron Southard and Dave Strosnider were present. Also present were Town Administrator Brandy Reitter, Assistant to the Town Administrator Emily Katsimpalis, Assistant to the Airport Manager Paul Lehmann, and Airport Manager Jill VanDeel.

II. Pledge of Allegiance

Lockett led in the Pledge of Allegiance.

III. Approval of Minutes – February 16, 2015

Bill Lockett motioned for approval of the February 2016 minutes as presented. Brandy seconded. **Motion #1** passed unanimously.

IV. Reports

A. Operations

Reach Air has moved in and begun operations at KAEJ. Temporary sanitation tank has been installed to expedite setup process but Reach facilities must be connected sewer lift station by the end of May. Jill has proposed that Reach start the process of building a permanent facility on one of the concrete pads at the South end of ramp area while they are operating in a trial capacity out of their temporary modular structure. Jill met with the South Korean's last week, they are scheduled to arrive April 15th with 30 people to test their helicopter for approximately 6 weeks. They have leased every square foot of office space we have to offer for the duration of their stay. The new fuel truck has been delivered, and training was given to Airport Crew on the new truck. The training and support for the new fuel truck has been excellent thus far. Meter calibration through the State must be completed before the truck can be put into service. The airport has started to see increased traffic as warmer weather arrives. The Reach ground lease is being finalized and will be presented to Airport Board at next meeting.

B. Marketing

High-end shwag is being researched to send to different flight departments in an effort to get our name out as a go-to location for Breckenridge travelers as well as Aspen relief traffic.

C. Financial

Mike Hickman's last day was March 4th, and the new treasurer will take over on April 11th. Jill will send official report to Board members before the Trustee meeting, the official report will include traffic counts and sales. Paul has been working at Town Hall updating our fuel sales for upcoming April audit. Fuel sales accounting software is being looked into to avoid this cumbersome process in the future. The software will enable wireless communication to and from the new fuel truck. Agusta Westland has been contacted concerning outstanding balance and we're hoping that payment will be secured soon. Agusta is notorious for late payments, so different avenues are being pursued to keep

pressure on them. We are hoping for payment in the next few weeks, if not, this issue will be passed on to the Town Legal Department. Bill questioned if there was a mechanism in place to add interest to outstanding balances. There currently is no interest mechanism in place, this will be looked into for future testing contracts.

D. Chaffee County UAS

Jerry Steinauer wasn't able to make it to today's meeting, Chaffee County UAS update will be postponed until next month.

V. Old Business

A. Ridgeway TTF Development

Bill Lockett informed Ron and Dave that the Airport Board has made the decision to not recommend purchasing TTF land. After careful consideration, it was determined that the cost of purchasing the land + improvements to the property are not within the airports' budget at the current time. Brandy added that funds were spent on the carpenter hangar, which added immediate benefits of existing hangars. Jill added that a crosswind runway on the Southard property is no longer feasible because the property has been sub-divided and adjacent property has been sold. Ron suggested that they themselves may develop a helipad on land in hopes of high altitude testing. He questioned how the town would react to this competition for helicopter testing. The airport would support anything they want to do on their property, as more activity will bring more business to the airport. Ron asked Bill if he would like a new proposal drawn up, possibly offering more land for the same asking price. Ron also questioned if we would consider a lease-purchase option. The board will look into this possibility. Jill suggested that business other than helicopter testing could be an option, such as manufacturing or UAV operations. Ron questioned if Carpenter hangar and land would be used for development, Jill responded that Carpenter hangar will remain GA area..

B. Master Plan Update

The Master Plan is slightly behind schedule. Colleen has identified some last-minute changes to be made and has asked for an extension. The Master Plan has changed a lot in the past year, and hopefully will be done by the next PAC meeting.

C. 2016 Business Plan

I. 5-year budget

Due to a limited board at today's meeting, discussion of the 2016 business plan has been foregone until next meeting.

D. Eagle Med Helicopters

Eagle Med has moved in and begun operations at KAEJ.

VI. New Business

A. Godonis Project

There was discussion of the status of new hangar construction. The Lease terms are still being worked out.

B. Asphalt Aprons

It was concluded that requiring tenants to pay for asphalt maintenance in front of their hangars is not feasible.

C. Reach Air Helipad

Temporary Reach facilities have been wired for internet and are up and running. Reach would like to install a helipad near the new sewer lift station. This proposal will be added to the next meeting agenda, and a vote will take place.

D. Grindle Property

Mal Sillars informed the board that a study committee will meet again to discuss the Grindle Property, but this item will not be added to the agenda for next meeting.

Public Comment

Lockett opened the floor to public comment. With no comment received, he then closed this portion of the meeting.

VII. Other Business

There was none.

VIII. Adjournment

Lockett noted that there was no further business to come before the Board. Lockett motioned to adjourn and was seconded by Steinauer. **Motion #2** carried and the meeting adjourned at 09:15 am.

RESPECTFULLY SUBMITTED:

ACTING CHAIRMAN BILL LOCKETT

Melanie Jacobs, Deputy Town Clerk
for AIRPORT ASSISTANT PAUL LEHMANN

Minutes of the Regular Meeting of the Airport Board April 19, 2016

I. Call to Order / Attendance

A regular meeting of the Airport Board was called to order at 8:32 AM, Tuesday, April 19, 2016, at the Central Colorado Regional Airport, 27960 County Road 319, Buena Vista, Colorado by Board Member Bill Lockett. Additional Board Members present were Judy Hassell, Dennis Heap, and Mal Sillars. Also present were Airport Manager Jill Van Deel, Assistant to the Town Administrator Emily Katsimpalis, and Deputy Town Clerk Melanie Jacobs.

II. Pledge of Allegiance

Lockett led in the Pledge of Allegiance.

III. Approval of Minutes – March 15, 2016

These minutes were not sent out to Board members in advance of the meeting, and therefore could not be approved.

IV. Reports

A. Operations

Van Deel indicated that a new Airport Report would go to the Board of Trustees at its regular meeting next week, and that in the meantime she could supply the Airport Advisory Board with a verbal update. She is currently in the process of drawing down the FAA and CDOT grants, a process that is being held up in the case of the FAA grants by the need to get the new Town Treasurer, Michelle Stoke, access to the FAA's system. This process should be completed soon.

Reach Air has moved into its quarters at CCRA and finds the arrangement satisfactory. Reach has leased six tie-down areas and is attempting to create a launch site with paint. They had originally planned on putting in a helipad, but as they are over budget they have decided to explore other alternatives. Their current goal is to develop a safe area in which to carry out operations until they can move into the Godonis hangar, and they have already conducted a number of flights, mostly for training purposes.

HAATS (High-Altitude Army Aviation Training Site) personnel have been training recently in Eagle, but have flown some Chinooks into CCRA as well. The airport fuel truck is set up properly to service both jets and helicopters. Bell Helicopter also has plans to come to the airport in June and July, and Van Deel has sent them a first-draft scoping document for their review.

Van Deel reported that she had gotten in touch with Levi at the Leadville airport to find out what had happened with the South Korea tests that fell through; she learned that the South Koreans were able to obtain pinnacle points from another vendor at a reduced price.

Fiber has now been installed at CCRA and been run to the Reach modular and the Muller hangar. Fuel sales have been down somewhat, as is typical in winter, though the Chinook activity probably means they will end up being higher than they were at this time last year. Because fuel prices have dropped, CCRA will receive less support than is

customary from CDOT for the foreseeable future. Van Deel will be holding discussions with CDOT later this week to discuss purchasing the Jay Jones hangar for SRE (Snow Removal Equipment) storage. CDOT believes the hangar's 4,000sf is more than is necessary for the SRE currently in the airport's inventory, and Van Deel hopes to convince them that buying the hangar would be a good deal for the town and would mesh well with the airport's 5-year plan.

B. Marketing

Van Deel stated that she and Sillars have been working on a trifold intended to be used as a high-end mailing to flight departments. They are also looking for appropriate high-end swag to send out at the same time.

C. Financial

Van Deel reported that she would have a better grip on financials once they start using their new software and have access to the Tyler system.

D. Chaffee County UAS

Heap stated that he has been talking to Pulse Aerospace, a commercial drone supplier, about possibly acquiring a drone for the Chaffee County Sheriff's Department that could be used by local Search and Rescue personnel. He also plans to set up a drone demonstration in June or July, to which all local elected officials would be invited. In addition, there will be a drone-related course offered at the high school in Salida this fall, and he is exploring the possibility of introducing such a course at Buena Vista High School as well.

V. Old Business

A. Master Plan Update

Van Deel informed Board members that the committee had gone through and approved the alternatives section of the document at their meeting on April 14. Only the final chapter, which pertains to financials, still needs to be reviewed. She hopes to have the final Master Plan completed by October.

B. 2016 Business Plan

i. 5-Year Budget

Heap stated that he adds this to the agenda each month in order to keep the Board's attention focused on the matter. He is enthusiastic about the airport obtaining its own in-house financial software, and hopes that once it has been implemented airport staff can set up a 5-year 'rolling budget.' The Board agreed that new Town Treasurer Michelle Stoke should be invited to the Airport Board meeting in May to discuss software needs and goals.

C. CAOA 2018 Spring Conference – Buena Vista

Heap recommended that the 2018 spring conference, scheduled to take place in Buena Vista, should be opened up to the Salida airport and Chaffee County UAS. He remarked that it will take a lot of work to host the conference and that it would be beneficial to pull in additional resources. After some discussion the Board decided that inviting in a rival airport might not be in CCRA's best interests, and it was decided that Heap should inform these entities of the conference without inviting them in to play a formal role.

VI. New Business

A. Reach Helicopter Pad Proposal

Van Deel noted that this topic had already been covered during prior discussion.

B. Jay Jones Hangar Purchaser – SRE Building

Van Deel noted that this topic had already been covered during prior discussion.

C. Hangar Development

i. Land Lease Revisions

1. Reversion Clause

Lockett stated that he would be meeting with Mark Godonis after the conclusion of the Airport Board meeting in order to discuss possible modifications to the town's suggested lease agreement, with an eye to getting his hangar project started as soon as possible. Heap noted that Godonis had specifically objected to the reversion clause, and suggested that Godonis' suggestions regarding changes to the lease be integrated into a future lease agreement template. The Board was unanimous in its desire to put together a custom lease for Godonis right away, with work on a standard lease to follow. Lockett would like to present the Godonis lease to the Board of Trustees at its April 26 meeting.

ii. Development Policy & Application Procedures

Heap offered to put together a draft document on this topic. He plans to use as his model the policies and procedures utilized by Centennial Airport. Once he has it updated for CCRA's use, he will email it out to Airport Board members.

iii. Minimum Standards & Rules and Regulations

Heap stated that this was another document that needed to be updated. Van Deel agreed, remarking that she would like to see a construction package put together that could then be handed out to people interested in initiating projects at the airport.

Heap asked for a motion regarding the Development Policy & Application Procedures / Minimum Standards & Rules and Regulations draft documents. Lockett motioned to recommend that Heap start working with existing documents from a front-range airport, modify them for CCRA, and send them out to Airport Board members when finished. Sillars seconded **Motion #1** and it passed unanimously.

Heap stated that he would work on the Development Policy & Application Procedures first. Van Deel requested that the airport's design standards allow for wood construction, as many of the people she talks to are interested in using wood in their hangars. After brief discussion, the Board decided that whatever was permitted by the County building inspectors would be okay with them.

D. On-site Car Rental

Van Deel said that she was currently pursuing an agreement with a car rental company, and has not seen any of her Assistant Paul Lehmann's plans in this regard. The Board requested that Lehmann be present at their next meeting to discuss his ideas.

VII. Public Comment

Sillars distributed a map showing a 200'-wide strip of land west of and parallel to CCRA's taxiway that the current owners, the Grindles, have expressed a willingness to sell to the airport. The asking price would be about $75,000 - $80,000, plus the cost for the six water taps on the property. Van Deel stated that this acquisition would put the airport in a good position for a very long time, eliminating all but one of the through-the-fence issues and allowing adequate setbacks for large corporate hangars. The Grindles are requesting that the property be paid for in three annual installments, and town funds rather than grant money would be used to make the purchase. Both the FAA and CDOT regard the proposed acquisition favorably. Lockett expressed a desire to see the town obtain first right of refusal on the remainder of the Grindle lot.

Lockett motioned to request a meeting with the Board of Trustees during their next available work session to discuss the Grindles' offer. Hassell seconded and **Motion #2** passed without dissent.

Lockett then opened the floor to public comment. With no comment received, he closed this portion of the meeting.

VIII. Other Business

There was none.

IX. Adjournment

Lockett noted that there was no further business to come before the Board. Lockett then motioned to adjourn and was seconded by Hassell. **Motion #3** carried and the meeting adjourned at 9:51 am.

RESPECTFULLY SUBMITTED:

ACTING CHAIRMAN BILL LOCKETT

DEPUTY TOWN CLERK MELANIE JACOBS

Minutes
TOWN BEAUTIFICATION BOARD MEETING
Thursday, April 14, 2016

The meeting was called to order at 5:07 p.m. at Collegiate Peaks Realty.

Present: Members Joy Duprey, Sue Kuklin, Diane Look, Tom Rollings, Donna Schaeffer, Jennifer Wright; Emily Katsimpalis, Assistant to the Town Administrator; Greg Maggard, Public Works Director.

APPROVAL OF MINUTES

The minutes from the March 3, 2016 meeting were approved.

OLD BUSINESS

Funds

- We haven't spent any funds in the past month.

Student Bench

- Dillon Tanner, a junior at BVHS, is building a bench for us this year. It will be sprayed again by Custom Linings before being placed on Main St.

Planting Day/Railroad Track Fix-Up Day

- Date set for Friday, June 3rd.
- Clean up planters, including scuff marks (w/Magic Erasers).
- Volunteers should trash bags, broom & dust pan, trowels, gloves for the planters; rakes and shovels for the parking area.
- Still planning on cleaning up the north railroad parking area at the same time.

Xeric Deer-Resistant Curbside Educational Gardens

- Marcia Brown and Michael Fisher are the master gardeners working on the design.
- Town will prepare an RFP for design and installation of these educational gardens.
- Town Beautification will be responsible for educational signage.

Adopt-A-Planter

- Joy has created a draft of the flyer. We'll distribute these in May. This year, we'll include adopting an educational signage for the xeric gardens.

Light Pole Banners

- Joy will work with the town brand designer to get the design put onto banners. The budget for this is $1000. The remainder of the necessary funds will come out of the sign budget.

Optimist Park Planters

- The landscaper was in the planters working on the irrigation system.
- Greg will have kids on Bless BV days finish building the one incomplete day.
- We won't use mulch or rocks in planters – they get in the drain, or kids could throw them; instead, we'll plant ground cover.
- Planting day set for Saturday, June 11th.
- We'll contact the Optimists to see if they want to help.

New Bees Workday

- It's possible that New Bees will want our help to clean up their front area. We'll keep in touch to determine how we can help.
- We set a tentative date of Saturday, July 9th.

Tree Trunk Light Wraps

- We're putting this on hold – the streetlamp project may need to be phased, meaning we won't have power to the light poles for awhile.

NEW BUSINESS

Thank Yous

- We will write notes for the master gardeners, Marcia and Michael, who created the xeric plant plan. Nancy will do this.

Anything we should know from the Town?

- Emily suggests we start thinking about the budget early – to be ready by August.

Discussion Items for Next Meeting

- We'll consider re-introducing the curb appeal award this summer.

Next Meeting

- The next meeting will be Thursday, May 5th at 5 p.m. at Collegiate Peaks Realty.

Adjournment

- The meeting was adjourned at 6:45.

MINUTES OF THE ECONOMIC VITALITY ADVISORY BOARD
APRIL 28, 2016
6:00 PM – Pinon Room, Community Center

CALL TO ORDER

Town Administrator Reitter called the first meeting of the Economic Vitality Advisory Board (EVAB) to order at 6:00 PM and thanked everyone for putting their hat in the ring. She explained the board was established a little over a year ago, but there was little interest for membership at that time. Reitter stated that the newly adopted Advisory Boards and Commissions Manual was transmitted with the agenda and she encouraged the members to read the document noting all Advisory Board members will attend a training in June.

ATTENDANCE AND INTRODUCTIONS

Board members present were Jay Boyd, Bryan Jordan, Matt Litvay, Gerrit McGowan, Gene McManamay, Liz Morgan, Lucas Smith and Marcus Trusty. Also in attendance were Town Administrator Brandy Reitter and Trustee Dave Volpe.

BUSINESS ITEMS

Introduction of Members

Board Members and guests were asked to introduce themselves stating who they are, how long they have lived in the community, and why each wants to be on the Board or what they want to see happen from being on the Board.

Town Administrator Brandy Reitter, has lived in the community for almost 3 years and is excited to see others' voices heard in the process in terms of broader town-wide economic development strategy. There are a lot of things going on around the community, but it is the light industrial areas and the highway that Town needs to pay attention to and possibly develop a strategy around them.

Member Bryan Jordan, owns internet work and web design company. Have lived in BV since 2003 but the company has been around for 21 years with 6 full-time employees and several contractors. He is vested in the community business and family wise. This is where he chose to be and wants to end up. He has done marketing and economic development for other communities and believes that he can help out his own community.

Member Matt Litvay, has lived in the community for almost 14 years. Is phasing himself out of a business he has been in for almost 10 years, has finance background, and served on Chaffee County EDC for 3 years. Kids are older now and he is trying to get back involved.

Member Gerrit McGowan, has lived in BV fulltime since 2013. Spent summers in BV since 1996 and has seen the Town change quite a bit over time. Background is in economic development and he spent 10 years after grad school as an economic development consultant before transitioning into tech. He owns a mobile app company and his interest in the Board comes from his background in local governance. He would like to see the Town start transitioning from being reactive in governance and decision making to something more proactive.

Town Trustee Dave Volpe, Boneshaker Cycles and BV Drug. Is the Trustee liaison and will be bringing communication back and forth between this group and Board of Trustees. Interest in serving on board

is that the Board has an opportunity to impact the direction of the Town in a collaborative fashion. He is excited to be in BV as it grows and changes and wants to have a positive impact.

Member Gene McManamay, has been in BV since 2000. Owns a local print shop and employs 5 people. Saw opportunity to contribute and be part of the community. Firmly believes you shouldn't gripe unless you want to be part of the process and he would love to offer anything he can in the way of positive direction.

Member Marcus Trusty, 3rd generation BV native and has lived in BV since 1980. He and his wife started Peak Fitness in 2007 building their facility in 2011. Has served on the Recreation Advisory Board for 4 years. One reason for serving is that his business is not a Main Street business. Is trying to bring some representation from a different business style since they don't rely on tourism.

Member Jay Boyd, is CPA and moved back to BV 3 years ago but has lived here off and on all his life. Grandmother built building where Jan's Restaurant is and he worked there during the summers. His reason for doing this is BV is on the cusp of becoming something it hasn't been that he thought it always could be and he joined to be part of that process and to be proactive in thinking what we want as a community.

Member Liz Morgan, teaches yoga in Town and is about to become a Nutritional Therapy Practitioner. Is really interested in community health and wellness and has a background in law and policy sustainability. Has seen a lot of communities where she has lived destroy themselves with bad development and she would hate to see that happen in BV. Knows there are a lot of people who are enthusiastic about the community get mired in the negative conversations and she wants to be part of the conversation and help create a more positive way of figuring out the many things that need to be in order to support the Trustees who need some more thoughtful input to help make decisions.

Guest Ashley Ahlene, grew up in small towns and Colorado and grew up visiting BV and has been in the area for over a decade. Recent college graduate and new business owner. Is on the low end of the economic pool and wants to ensure she has a place to grown in to or has a house.

Lucas Smith, part owner of BV Drug. Grew up in Colorado and Colorado Springs, did undergrad in Gunnison and likes the small mountain towns. Wants to get involved because he feels that at the pharmacy he gets a lot of community input and can help provide that to the committee and Trustees.

Roles & Responsibilities

Reitter welcomed everyone. She reviewed the advisory board makeup noting a quorum is at least 4 people so the timing and schedule that is put together will be key to the board's success. She informed the group that advisory boards are advisory only, but their recommendations do carry a lot of weight for the Trustees who make the final decision. Every now and then they may be asked to make presentations to the Trustees, especially at budget time. Reitter stressed that Advisory Board members are representatives of Town and should represent it in a positive manner bringing issues to the group for resolution. Staff really wants to hear from the group and grass roots efforts work well. There will always be a Staff person present to facilitate meetings, but boards can decide to facilitate the administrative process if they desire. Agendas will be sent out and posted as per law. Every advisory board has a Chair, Vice-Chair and possibly a Secretary. Appointment of these positions is up to the group. The Chair will coordinate with Town Hall, open the meeting and call it to order and facilitate the rest of the agenda items. Reitter also noted that there may be Staff Reports related to specific matters

as updates to the group and other Town Staff may attend and are encouraged to participate. Approved minutes will go to the Board of Trustees so they are kept informed of what is going on with the group.

Reitter opened the floor to discussion about Officers and roles. The group agreed to wait to decide these until the next meeting.

Reitter informed the group they can vote on recommendations noting the Trustees and Staff like to see this. Reitter then addressed how the Board of Trustees looks at and uses advisory board recommendations stating that just because the members recommend something, it does not mean the Trustees will accept or follow that recommendation. Volpe stated he would bring discussion to the Trustees that this board talks about. Personally, he will be an advocate, but his role as Trustee is not to advocate for the group's decisions. He will listen more than participate and report back to the Trustees.

Reitter encouraged the members to participate and engage to be productive and help Town Staff who often have limitations. Agenda formation was discussed with Reitter clarifying that the board will collaborate with Staff on topics. Overlap and interaction with other boards and groups was also discussed with Reitter stating a representative from one board may attend another board or group meeting for synergy. When asked about the formality of their participation and discussion regarding developments and projects, Reitter stated the EVAB role is not a formal one like Planning and Zoning, but they can weigh in on some topics. Volpe agreed their input would be requested if at all possible unless a decision was immediately necessary by the Trustees. He requested the group monitor Trustee agendas to see if there were items they would need to attend for, but he would certainly come back to this group to report what was discussed.

Reitter did clarify this board's title is the Economic Vitality Advisory Board. She added that the Town code would be corrected.

Initial Process *(Mission and Work Plan)*
Reitter informed the group that all advisory boards should have a mission and goals. Once the mission and goals are established then a work plan can be developed.

Budget Process
Reitter explained that the Town's budget process is standard and starts June and August. This group does not have a budget right now, but should work toward getting things set up as necessary so if there is something the group wants to do in 2017 the request can be made to the Trustees. Reitter felt there should be an Economic Vitality or Master Plan for the group so they know exactly what they want to accomplish. Once a plan is developed it can be presented to the Trustees, which would be in November. McGowan stated that economic development boards do not generally try to fund specific projects, but rather their role at this level is to create an enabling environment for business and they will find more policy outputs than tangible projects. The most common funded project for this type of board is a community-wide economic development strategy which stabilizes and formalizes this entity. Reitter agreed and felt the group would look at incentives as part of the strategy for attracting desired investments in the community. It was clarified that economic development can be just as much about retention and expansion of existing businesses as it is about attracting starter businesses. Reitter added that it is also about workforce development and housing and it is not a one size fits all strategy.

There was discussion relative to grants available and what the monies would cover. DOLA's Rural Economic Development Initiative grant was discussed. The application deadline is May 31. Reitter and

Assistant to the Town Administrator Emily Katsimpalis write grants for the Town. If an award is made, a scope of work would be developed and then RFPs/RFQs would be solicited. Those would be screened and a vendor would be selected from the applicants with the Board of Trustees finalizing any contract. This group will provide assistance throughout the process.

Establishment of Regular Meeting Schedule

Reitter stated that the group could choose when to meet, but the minimum is once a month. The group agreed to meet at 7:00 AM on the 3rd Tuesday of each month with the next meeting being May 17. Reitter will let the group know the selected meeting location when the agenda is distributed.

BOARD / STAFF INTERACTION

A. Town Administrator – Brandy Reitter

Reitter noted Officers would be selected and the group will start talking about initial process items and continue the economic development strategy discussion. McGowan volunteered to facilitate a mission and objective setting session. Reitter asked if the group wanted to help with the current Town Broadband study. There were a couple members who expressed interested and the entire group felt it was important for the group to have the information.

Reitter informed the group they would be reviewing the Board of Trustees' policy statements in order to be aware of the Board's goals and objectives. She inquired what things the members wanted to see on the next agenda. The grant was suggested as a topic as well as getting the group up to speed on projects around Town. The upcoming Madison House concert was briefly discussed along with its importance to and possible impacts on the community. The concert is scheduled to occur for 10 years and this group should be working with local businesses to gather data to assess both positive and negative impacts.

Reitter clarified that the next agenda would include town projects and upcoming events, a mission statement, the grant review and the Broadband study. It was suggested that a member of the Main Street group should be invited to attend and give a presentation. The group generally agreed and Reitter stated they could discuss a short list of groups they would like to invite to attend and make presentations at the next meeting. It was also suggested that the group members identify and select business sectors, industries and other groups to engage with. Reitter replied that does occur within the other Boards and Commissions and Trusty felt those will shape themselves as the Board develops and meetings continue

Reitter ended by announcing that the next agenda will include town projects, FYI, grant review, mission, broadband study, creating a list of groups/people to invite to meetings and selection of officers.

ADJOURNMENT

There being no further business before the Economic Vitality Board, the meeting was adjourned at 7:38PM.

Respectfully submitted:

Chair

MINUTES FOR THE MEETING OF THE
RECREATION ADVISORY BOARD
Wednesday, April 13, 2016

CALL TO ORDER: A meeting of the Recreation Advisory Board was held on Wednesday, March 9, 2016 at the Buena Vista Community Center, 715 E. Main Street, Buena Vista, Colorado. Earl Richmond called the meeting to order at 7:36am.

Members present were Co-Chair Earl Richmond, Co-Chair McKenzie Lyle, Marcus Trusty, Luke Urbine, Lisa Ortega and Dan Hamme . Also in attendance were Parks and Recreation Supervisor Emily Osborn, Recreation Program Coordinator Ashley Davis, Mayor Joel Benson, and Trustee Dave Volpe. Amanda Krost was present from from Mt. Princeton. Trails Board Members Ed Eberle, Lois Walton, and Kathy Horlein were present, as well as Kevin Meadows, owner of River Runners.

APPROVAL OF MINUTES: Luke Urbine moved to approve the February 2016 minutes. Dan Hamme seconded the motion. Unanimous approval.

APPROVAL OF THE AGENDA: McKenzie Lyle motioned to approve the agenda. Lisa Ortega seconded the motion. Unanimous approval.

PUBLIC COMMENT: Mary reported that they would like to clean up some things before the Rodeo happens this summer, such as painting, laying some gravel, and other projects. Mary gave Greg Maggard a prioritized list of things to be accomplished and then the Recreation Board can possibly help out with the remaining items. Earl asked what time of year would be best to begin these projects and how we could structure them. Mary left it pretty open ended for when we can possibly complete these items, however, she stated the sooner would be better. Currently there is about $850 allocated to Rodeo Grounds improvements.

DISCUSSION ITEMS:

I. Discussion re Adventure Hub (Boat Launch): Earl gave a bit of background on Kevin Meadows who runs River Runners and now the Adventure Hub in South Main. Kevin is present to explain their business model and give a bit more information on what River Runners is planning to do. This is their first year down in South Main and he has been approached with some issues including restrooms and congestion for the River Park area. They are planning to use their own restrooms in their business, and they will not be utilizing the area by the Whipple Bridge. He is hoping that they can pull out for the Numbers trip and the eddy in South main and be able to walk their boats back up to their business. He doesn't see this as a congestion issue, but rather an encouraging thing to recreation opportunities. The AHRA doesn't have any requirements for put ins/take outs as long as proper permission has been received from the land owner. He is hopeful that it would be a quick process, and they wouldn't be staging on trails or blocking trails to accomplish their needs. They will still be using their Riverside property in Nathrop for the Brown's Canyon Trip, the South Main location will be mainly focusing on taking out for the Numbers trip and launching a happy hour trip from South main to Nathrop. Lois Walton expressed some concern about social trails being created by these boaters that are causing some erosion issues. She is also concerned how this will go with other companies expressing interest to do this in the future. She asked how many boats and how many trips per day. Kevin believes 3-5 boats per day is a pretty accurate. Later in the season they tend to not use the Numbers trip when the water drops. There is a possibility of Lakota trips using the Adventure Hub as a tenant like last year, but he's curious about special permits, what the rules are, and how we can remedy these issues. Emily

reported that in the code under commercial boat code that there must be a permit applied for and Town added to insurance policy. If we open it up to River Runners at this site, per Town decision, we would have to open it up to all companies, even if that doesn't seem like a logical place for other people to be putting in and taking out. Earl believes we should gather information today and then make a recommendation to the Board of Trustees to make a decision. He thinks that this verbiage in the code came before there was public access in the South main area. Kevin would like to get a policy in place for if they can or cannot, as well the possibility of creating a permit that would allow special use since their business is located in South Main. Ed Eberle spoke from a Trails standpoint is that Kevin stated they will not be lingering on the trail as well as the vibrancy that it will bring for the recreation world and the excitement that comes from these activities being seen. Kevin has a few options for staging areas, either doing them at their business location, or walking to the North end of the park that South Main owns to do their staging and information talk. They could also just head straight to the river and do the talks in the boat. Luke brought up reports in the past from the public over concern for how busy the Whipple Bridge area was getting and perhaps this could be the solution to alleviate that use. He also believes that if it does open up to the public that there maybe should be some limit to vehicle size allowed in South Main. Joel reported that due to the coordinates in the code it would be hard to state that the code is "silent" in this matter. Because it's Town property, the Trustees can make the designation or not to add a launch location. After it was discovered that boats were being launched there last year, contact was made with Selby to discuss this. He also stated the conversation with the Board of trustees would be to allow this as a commercial launch site, however, they can add stipulations on vehicle allowances, stipulations on staging, parking control, and among other things. Kevin questioned if there was a possibility of a special use permit depending on what businesses would be interested. Joel stated that the recreation advisory board should come up with a recommendation including some of these things to present to the Board of Trustees. Marcus questioned what the business model for the Adventure Hub is and if River Runners is an exclusive contract with them, or if there would be possibility to another company doing the same activities. Currently, Kevin reported that Lakota would probably be the only other contracted business for that location. Earl stated that we should not charge another fee as long as the normal boat launch permit was obtained. Luke agrees that permit should be obtained and possibly limit the vehicular use in South Main.

The Recreation Advisory Board would like to make a recommendation to the Board of Trustees to designate South Main as a commercial boat launch for the 2016 season with the stipulation of review before the 2017 season. This includes obtaining a regular Town permit as well as limited access to South Main in terms of parking and staging to be determined further by the Board of Trustees. Some ideas to include are: no staging on trails, no parking access, no bus/trailer traffic (vans only), and access through Arizona Street only.

II. Discussion re Part-Time Recreation Position: we are need of umpires so find us people. We have about five applicants for the part time employee and it will close at the end of month to be started mid-May.

III. Discussion re RFPs (Four Project): Emily is asking for comments about the project information provided. Marcus questioned why all four are together instead of separating them. He thinks we can do a community build, why is there no community input. Emily stated that there will be input but ultimately the Town will make the decision. Marcus asked why there is no conversation with the Turner Farm garden people instead of building a whole new one when there already is one. McKenzie is asking if there is a company that can handle all four projects. Mckenzie asked that Emily take the Rec board recommendations to the meetings

with Brandy since most of them can't attend. Joel stated that we do need to look into the Turner Farm issue and that perhaps we can change the priorities of these items listed. Ashley questioned when we presented the Community Center park as a priority that it wasn't received, but Joel responded that we could change wording in Rec Master Plan to change our priorities. Luke questioned the reasoning of the school to own the land in the River Park or if we could do a long-term lease for a yearly fee like the other organizations do. Marcus and McKenzie believe we should break these projects apart to focus on each one differently. Luke believes this is a communication piece again and that we have not been allowed to review these projects before they go to the Board of trustees and now it's the other way around. Dave suggested that if it is an agenda topic that someone from the recreation board be present to answer questions and be there to present on behalf of the rec board. Joel stated that the items would be sent to the Board before budget talks for next year unless we can find it in the budget for this year. Lisa asked if we can save some dollars by doing the process the same as mcphelemy where we brought the ideas forth before the process last year. Marcus is going to draft and email with mcKenzie's help to address these issues and then we'll be present at the BOT on April 26.

All other agenda items have been tabled until the May meeting. Emily Osborn will send the updates on other items via email.

ADJOURNMENT:

The meeting adjourned by Earl Richmond at 9:12am.

Respectfully submitted:

Earl Richmond, Co-Chair

Ashley Davis, Recreation Program Coordinator

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643

DATE: May 20, 2016

TO: Mayor and Board of Trustees

FROM: Mark Doering, Principal Planner, Planning Department

AGENDA ITEMS: Policy Discussion for the proposed changes to the regulations regarding Recreational Vehicles, Camping, Trailers, Inoperable and Abandoned Vehicles, and Nuisances

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Requests:
Staff is requesting input from the Board of Trustees as to suggested changes to the three proposed ordinances from the May 10, 2016 Board Meeting. Staff received comments from the Board and has provided redlined changes for the Board's review prior to the ordinances going to the public hearing to allow confirmation of those changes or allow alterations once the ordinance changes come before the Board at the public hearing.

Overview:
Staff evaluated Trustee's comments and made adjustments to the Code with the redlined version to show the Board those changes. Staff will be available to discuss those proposed changes.

Analysis:
The proposed ordinances have been changed and the proposed language will still allow staff to pursue the standards that Town wants to enforce to minimize the nuisances that arise from those activities that create conflicts in the community.

Policy Alignment:
The proposed changes to the Municipal Code meet the Economic Vitality, Community, Environment, and Water policies of the Town. The proposed changes ensure that the community prospers and improves the quality of life of residents and businesses, creates a healthy community where people live, work and play, and ensure safe and reliable water supplies

BOT Action:
Please review and evaluate the proposed redlined changes in the following three proposed ordinances. Once the policy discussion session has opened, please provide staff with the basis for your decision that the proposed revisions either work or do not work to allow staff to adjust any requirements if needed.

Attachments:
Redlined draft ordinances for:

1. Amending Chapter 7 of the Municipal Code relating to nuisances and nuisance abatement.
2. Amending Chapters 7, 8, 16, and 18 of the Municipal Code relating to abandoned and inoperable vehicles on public and private property.
3. Amending Chapters 16 and 18 of the Municipal Code relating to the occupancy, parking, and storage of recreational vehicles, camping on private property, and storage of trailers.

Town of Buena Vista 2016

Buena Vista Collective Vision Statement

(Developed from Citizens' direct wording, Comp Plan 1996, 2006, 2015. We want all components of this vision and must work to create all components. This is the Context within which Town must make decisions.)

General Community Character

We envision the town as a clean, safe, quiet and secure community that is a desirable place to live, work, and play.

Community Spirit

Our collective community consists of friendly, well-informed, and engaged people who feel they can make a difference and have an impact in determining their future and their quality of life and enjoy freedom of expression.

Community Appearance

The town we envision has a defined sense of place as expressed in its history and architecture.

Community Services

The town of our vision has high-quality education and medical and emergency response services, as well as quality, efficient, and well maintained parks and public buildings. The town's public servants exhibit an excellent level of public service, including approachability, honesty and helpfulness. Our town government and community leaders demonstrate accountability, consistency and visibility. We engage in a high level of cooperation with surrounding governmental and nongovernmental entities.

Environment

We desire a community where urban, rural and agricultural land uses can coexist in a well-planned pattern. Land use decisions are made with thoughtfulness and an eye toward sustainability. We want a healthy community with clean air and water.

Economy

We envision a community in which all citizens enjoy financial prosperity and can find an affordable place to live. The town has a bustling downtown community core with abundant and diverse retail establishments. We continually strive for economic diversity within the community. Our town government is economically stable and viable.

Mission of Buena Vista Town Government

The Town of Buena Vista is to provide high-quality, reliable services for the benefit or our citizens, guests, and employees, while being good stewards of public resources and our natural setting.

Town Government **Key Outcome Areas**

(These strategic objectives and policies lead toward the Collective Vision Statement, and seek to fulfill the Mission of Town Government. These are what we focus on to establish Goals.)

Economic Vitality

We want to increase prosperity for Buena Vistans via the long-term that encourages sustainability, smart growth, and diversification, capitalizes on our strengths and improves quality of life. We want to identify and address weaknesses.

Infrastructure

We want to ensure that we maintain existing infrastructure when considering new infrastructure.

Community

We want to create a community with a sense of pride and acceptance where all contribute to the social, economic, political life, and feel respected and safe.

Environment

We want to create an environment that is safe, healthy, encourages conservation, and makes for a friendly place where people want to live, work and play.

Water

We want a safe and reliable water supply that comes from diverse sources, and meets the needs of residents and business now and in the future.

Our priority list for 2016 includes, in no particular order:

- **Continued work on adequate and reliable water supply** - Joint Permit with Upper Ark and US Forest Service, St Charles Mesa, other.
- **Continued honing of Policy Governance** - quarterly meetings, Policies adopted, Collective Vision Revisit
- **Water infrastructure** - upper zone tank, right size water lines, HWY 24
- **Downtown Revitalization** - DDA
- **Hwy 24** - all that is involved
- **Historic Preservation** - CLG designation, funding options
- **Trail Improvements** - Assorted
- **Continued Airport "Sustainability" and/or "Independence"** - Financial planning, settle ground lease, through the fence resolution, snow equipment building
- **Land Use Code rewrite**
- **IGA with county on Growth Area**
- **Broadband Planning**
- **Software upgrades for flow in various departments**
- **Training New Board/Transition**
- **Affordable Housing/Infill**
- **Continue Fire Services up to Par** - fire upgrades, regional emergency management planning

Policy Discussion - Regular Agenda Item, Buena Vista Board of Trustees

Policy List:

a. Historic preservation
b. Sponsorships/advertising levels for support of town activities
c. Rec Board role with private businesses, etc
d. Community Support Criteria
e. Parking/use of right of ways

Discussion should bear in mind the Collective Vision Statement, Strategic Objectives and Priorities for Buena Vista

Process:
Until the Board of Trustees desires otherwise, each trustee meeting begins with a time-limited discussion on a particular policy item.

These items come from a list produced and added to each week by the Board with suggested items from staff, the public, etc. We can discuss policies related to the items and use this to further define policy, give direction to staff, uncover further needs, etc.

The list will have 6 items, a-f. We start with item a, discuss until approximately 7:35. The item is then pulled from the list and b moves to a. Trustees can decide whether to continue the discussion of (a) later that meeting, put it back on the list, add it to a future agenda, or other action. A new item can be added to the list by a trustee.

Parking lot of items to be added as desired:

- Affordable Housing
- Mapping
- Religious symbols in town
- VRBO's
- Parklets in downtown

ed.4/16/16

TOWN OF BUENA VISTA, COLORADO
ORDINANCE NO. _
(SERIES OF 2016)

AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, AMENDING CERTAIN SECTIONS OF CHAPTERS 16 AND 18 OF THE BUENA VISTA MUNICIPAL CODE REGARDING THE OCCUPANCY, PARKING, AND STORAGE OF RECREATIONAL VEHICLES; CAMPING ON PRIVATE PROPERTY AND STORAGE OF TRAILERS

WHEREAS, the use of recreational vehicles for both temporary and permanent occupancy raises issues associated with the safety and health of those individuals residing in them;

WHEREAS, permitting long term residency in a recreational vehicle may have an adverse effect on the health, safety and welfare of those residing in permanent dwellings near the recreational vehicle;

WHEREAS, the Town desires to define when a recreational vehicle may be used as a temporary dwelling; and

WHEREAS, the Town also desires to address the parking and storage of unoccupied recreational vehicles and trailers and camping on private property to protect the health, safety and welfare for the citizens of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO:

Section 1. Section 16-4 of the Buena Vista Municipal Code is hereby amended by the addition of the following definitions:

Recreational Vehicle (RV) means a vehicular or portable unit mounted on a chassis and wheels, which either has its own motive power or is mounted on, in, or drawn by another vehicle, including but not limited to travel coaches, fifth wheel trailers, pop-up trailers, bed mounted truck campers, camping trailers, or motor homes. A recreational vehicle is not designed or intended for use as a permanent dwelling or sleeping place, but is to provide temporary living quarters associated with recreation, camping, or travel.

Trailer means any wheeled vehicle, without motive power, which is designed to be drawn by a motor vehicle and to carry its cargo load wholly upon its own structure and that is generally and commonly used to carry and transport property over the public highways or streets, and shall not include any vehicle or structure intended for human habitation.

Section 2. The definition of "Mobile Home" in Section 16-4 of the Buena Vista Municipal Code is hereby amended as follows:

Mobile home means a single-family dwelling unit with a living area of at least 500 square

FOR DISCUSSION PURPOSES

feet or more, partially or entirely manufactured in a factory, built on a permanent chassis, and designed to be transported on streets to the place where it is to be occupied as a dwelling unit and built prior to the adoption of the National Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. sec. 5401 *et seq*.

Section 3. Section 16-4 of the Buena Vista Municipal Code is hereby amended by the deletion of the definition of travel trailer.

Section 4. Section 16-249 of the Buena Vista Municipal Code is hereby repealed and reinstated to read as follows:

Section 16-249. - Recreational Vehicles

(a) The use of RVs as temporary dwellings on commercial properties is prohibited.

~~(a)~~(b) In ~~the R-1 and R-2~~any zone district~~s~~, on properties used for residential purposes, an RV may only be used for temporary dwelling ~~as follows~~in accordance with this Section.~~.~~

(1) ~~One (1)~~An RV ~~-~~may be used as a temporary dwelling for guests of the owner or occupant of the property on which the RV is located if a permit is obtained from the Town. The permit must be obtained prior to the occupancy of the RV. Only three permits may be issued to an owner or occupant per calendar year and the owner or occupant must apply for the permit. Each such permit shall be for specifically designated days. A permit may be issued for any length of time but no more than fourteen (14) days. Once an RV has been issued a permit under this subsection, it may not be issued another permit under this subsection within the same calendar, regardless of whether the RV moves location.

~~(1)~~(2) ~~. The RV may be used under this subsection for no more than fourteen (14) days within a calendar year. In order to occupy an RV, the owner of the property on which the RV is located must obtain a Temporary Use Permit prior to occupancy. Under no circumstances may an RV be used under this subsection for more than fourteen (14) days within one calendar year;~~ The ~~except that if the~~ Board may permit~~s~~ occupancy of RVs ~~in these two zones~~ for certain holidays, festivals or events without a permit~~, such days~~ and these days shall not be included in the fourteen (14) day maximum in subsection (1) above.

~~(2)~~(3) ~~Temporary Use~~ Permits shall be displayed on the RV and be clearly visible from the adjacent right of way.

~~(3) Only one (1) permit may be issued to a property owner or occupant within one calendar year. Each such permit shall be for specifically designated days.~~

(4) Only one (1) RV at a time may be parked for ~~use~~ as a temporary dwelling

FOR DISCUSSION PURPOSES

under this Section on a lot or parcel ~~at any given time~~ and must comply with all applicable setback requirements.

~~(5) An RV may only be used and parked as a temporary dwelling under this Section on a lot with a primary building.~~

~~(6)~~(5) It is unlawful to use an RV as a temporary dwelling on public property, public right of way or railroad right of way. The public right of way shall include the full width of the right of way which may be beyond the visible road surface.

~~(7)~~(6) No electrical cords, extension cords, hose, cables, or any type of public service or utility connections may be made across or be extended across any public or railroad right of way or public property.

~~(8)~~(7) No connections are permitted between a recreational vehicle and any public or private sewer or septic system, unless at a designated RV dump station.

~~(9)~~(8) Discharge or grey water or sewage onto the ground is prohibited.

~~(b)~~(c) In ~~the R-1 and R-2 zone districts,~~any zone district, an RV, which is unoccupied, may ~~only~~ be parked and stored in accordance with this Section.

(1) RVs may only be parked or stored on public property or in the public right of way for a period not to exceed 72 hours, regardless of whether the owner of the RV is also the owner or occupant of the abutting property. The fact that the RV is moved along the same right of way, moved for the primary purpose of avoiding the 72 hour limitation, or moved away for any period of fewer than 24 hours, shall be ignored in determining whether or not an RV has remained parked for 72 hours or more.

(2) Notwithstanding any other provision of this Section, a~~A~~n RV may not be parked or stored in any manner that constitutes a public safety issue, including without limitation by blocking vehicular sight lines or creating unsanitary conditions.

(3) RVs may not be parked or stored in the railroad right of way, except that an RV may be parked in any designated public parking lot subject to the same restrictions on any other vehicle.

(4) Any RV parked or stored on a public right of way for longer than 72 hours pursuant to this subsection or parked or stored in the railroad right of way in violation of this Section shall be considered abandoned pursuant to this Code.

(5) Only one (1) RV may be parked or stored on private property at any given time. Private property shall not include the public right of way beyond the

FOR DISCUSSION PURPOSES

visible road surface.

(6) An RV must be parked or stored on an improved parking surface, including but not limited to, gravel, concrete, or asphalt. However, the RV may not be parked or extend onto the sidewalk, curb and/or gutter.

(7) A parked or stored RV may not be used for~~ temporary or permanent occupation,~~ business operations, except as permitted through a Temporary Use or Temporary Vendor Permit, or the storage of waste materials.

(8) The parked RV must be operable and maintained as not to create a nuisance.

~~(c) No RV may be stored, parked or used as a temporary dwelling on private property in zoning districts, other than R-1 and R-2, unless the RV is located within a designated RV park or campground.~~

(d) It shall be prima face evidence that an RV is being occupied as a dwelling if any of the following are present:

(1) The use of any slide-out components of the RV;

(2) The use of awnings attached to the RV;

(3) Visible electric cords connected to the RV; or

(4) Visible water and/or wastewater lines connected to the RV.

(e) Any permit issued under this Section shall be approved by the Town Administrator or designee.

Section 5. Chapter 16 of the Buena Vista Municipal Code is hereby amended by the addition of the following new subsections:

Section 16-249.1 - Tent Camping on Private Property

Tent camping on private property ~~is prohibited~~is permitted for periods of no more than three consecutive days.

Section 16-249.2 - Trailers

(a) Trailers may not be parked or stored, unattached to a vehicle, on public property or in the public right of way for a period longer than 72 hours, regardless of whether the owner of the trailer is also the owner or occupant of the abutting property. The fact that the trailer is moved along the same right of way or is moved away for any period of fewer than 24 hours, shall be ignored in determining whether or not a trailer has remained parked for more than 72 hours.

(b) A trailer may not be parked or stored in any manner that constitutes a public

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safety issue.

(c) Any trailer left in the public right of way for more than 72 hours pursuant to this subsection or located in the railroad right of way for any period of time shall be considered abandoned pursuant to this Code.

(d) Trailers may not be parked or stored in the railroad right of way, except that a trailer may be parked in any designated public parking lot subject to the same restrictions any other vehicle. Trailers may be parked in a designate public parking lot for a longer period if permitted by the Town.

(e) Trailers may be parked or stored on private property and must be parked on an improved surface as defined in Sec. 8-41(c) of this Code. Only two (2) trailers may be stored on private property at any given time. Private property shall not include the public right of way beyond the visible road surface.

Section 6. Section 18-163 of the Buena Vista Municipal Code is hereby amended as follows:

Recreational Vehicle has the same meaning as in Chapter 16 of this Code.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this _____ day of _____, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Mayor, Joel Benson

ATTEST:

_____
Janell Sciacca, Town Clerk (SEAL)

FOR DISCUSSION PURPOSES

TOWN OF BUENA VISTA, COLORADO
ORDINANCE NO. _
(SERIES OF 2016)

AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, REPEALING AND REINSTATING ARTICLES III AND IV, CHAPTER 8 AND AMENDING SECTIONS 7-39, 16-4, 16-161, AND 16-243 OF THE BUENA VISTA MUNICIPAL CODE REGARDING ABANDONED AND INOPERABLE VEHICLES ON PUBLIC AND PRIVATE PROPERTY

WHEREAS, the Town has encountered issues with enforcing its current regulations regarding inoperable and abandoned vehicles on both private and public property;

WHEREAS, the Board of Trustees recognizes the need to update to the Town's regulations to prevent the nuisance caused by inoperable and abandoned vehicle; and

WHEREAS, the Board of Trustees finds that updating the Town's inoperable and abandoned regulations is in the best interests of the Town and its residents.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO:

Section 1. Sec. 7-39 of the Buena Vista Municipal Code is hereby repealed.

Section 2. Article III, Chapter 8 of the Buena Vista Municipal Code is hereby repealed and reinstated as follows:

ARTICLE III PARKING OF VEHICLES

Sec. 8-41. - Definitions.

As used in this Article, unless the context otherwise requires:

(a) Abandoned vehicle means:

(1) Any motor vehicle left unattended on private property without the consent of the owner or lessee of such property;

(2) Any motor vehicle left unattended on public property, including any portion of a highway right-of-way, within the corporate limits of the Town, for a period of seventy-two (72) hours;

(3) Any vehicle that meets the definition of inoperable vehicle pursuant to Sec. 8-41(b); or

(4) Any motor vehicle stored in an impound lot at the request of its owner, the owner's agent or a law enforcement agency and not removed within seventy-two (72) hours from the time the law enforcement agency notifies

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the owner that the vehicle is available for release upon payment of the applicable charges or fees.

(b) Inoperable vehicle means any vehicle that is mechanically or legally inoperable or requires repairs in order to be operable, or is unable to move under its own power. A presumption shall exist that vehicles are inoperable when:

(1) One (1) or more tires are flat or wheels missing;

(2) Components of the vehicle which are essential for its operation or control are missing, damaged or deteriorated; or

(3) Any vehicle that is not licensed and registered as required by Article 3, Title 42, C.R.S., for a period greater than thirty-one (31) days.

(c) Improved parking surface means concrete, asphalt, pavers, gravel, crushed rock or similar composite. The parking surface must be constructed to control dust, drainage and prevent spillage on to adjacent properties or public right of ways.

(d) Off highway vehicle shall have the same meaning as C.R.S. § 33-14.5-101.

(e) Public property means any real property having its title, ownership, use or possession held by the federal government, the State, County, Town or any other governmental entity of the State.

(f) Private property means any real property which is not public property.

(g) Screened means not visible by someone standing at ground level from outside of the property on which a subject vehicle is located. The placing, draping or securing of a tarpaulin or other non-rigid cover over or around an inoperable vehicle shall not be sufficient to comply with the requirements of this section.

(h) Street or highway means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(i) Vehicle means a device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. Vehicle includes, without limitation, a bicycle, electrical assisted bicycle, or EPAMD (electric personal assisted mobility device), but does not include a wheelchair, off-highway vehicle, snowmobile, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air.

Sec. 8-42. - Parking on Private Property

The purpose of this Section is to limit and restrict the parking of vehicles within the

FOR DISCUSSION PURPOSES

Town on private property to provide restrictions to avoid injury and hazards to children and other attracted to such vehicles, devaluation of property values upon adjoining residents and property owners.

(a) Vehicles in front yard must be on an improved parking surface or designated driveway. Vehicles parked in a side or rear yard shall be parked on an improved parking surface.

(b) It is unlawful and declared a nuisance to do any of the following:

(1) To park on landscaped surface or grass yard areas;

(2) To park, store, or accumulate or to permit the parking, storage or accumulation of inoperable vehicle(s) on private property within Town, except as otherwise permitted in this Article; or

(3) To park or store an abandoned vehicle, except as expressly allowed herein.

(c) Up to two (2) inoperable vehicles may be located on a residential property if they are parked in an enclosed building or in a side or rear yard and effectively screened from public view or adjacent properties.

(d) One motor vehicle which is a collector's item or parts car as defined in C.R.S. § 42-12-401 and which is licensed and stored in compliance with the provisions of state law, in particular C.R.S. § 42-12-401, is allowed. No more than one collector's vehicle shall be kept outside of a building on any one property. Any inoperable collector's item or parts car shall be stored in a manner so that it is screened from the view of any adjacent street, alley or neighboring property.

(e) This Section shall not apply to a vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed towing service facility, in a licensed vehicle repair garage yard, in a licensed vehicle body repair shop, in a licensed fuel station yard, or in a licensed vehicle dealership yard, or any other lawful vehicle related business area.

Sec. 8-43. - Parking on Public Property

(a) It shall be unlawful to park or store an abandoned vehicle on any public property or public right of way, except as permitted by Sec. 8-43(b).

(b) It shall be unlawful to park or store any vehicle undergoing repair or work upon any public property or public right of way for a period in excess of twenty four (24) hours.

(c) The public right of way shall include the full width of the right of way which may be beyond the visible road surface.

Section 3. Article IV, Chapter 8 of the Buena Vista Municipal Code is hereby

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repealed and reinstated as follows:

ARTICLE IV TOWING AND IMPOUNDMENT OF VEHICLES

Sec. 8-71. - Definitions.

The terms in this Article shall have the same meanings as found in Article IV, Chapter 8 of this Code unless designated otherwise.

Sec. 8-72. - Applicability.

The provisions of this Article shall apply to the towing, impoundment and sale of abandoned motor vehicles within the Town. Except as expressly modified hereby, the provisions of C.R.S. § 42-4-1801 *et seq*., as amended, shall apply to the towing, impoundment and sale of abandoned motor vehicles found on public property within the Town and the provisions of C.R.S. § 42-4-2101 *et seq*., as amended, shall apply to the towing, impoundment and sale of abandoned motor vehicles found on private property.

Sec. 8-73. - Authority to tow and impound vehicles.

(a) Interference with traffic or street maintenance. Whenever any police officer finds a vehicle, attended or unattended, standing upon an portion of a street, alley or highway right-of-way within the Town in such a manner or under such conditions as to interfere with free movement of traffic or proper street, alley or highway maintenance, such officer is authorized to cause such vehicle to be removed and placed in storage in the Town's designated storage facility. The Town, the officer or anyone acting under the officer's direction shall not be liable for any damage to any such vehicle occasioned by such removal.

(b) Abandoned vehicles on public property. Whenever any police officer finds a motor vehicle which he or she has reasonable grounds to believe has been abandoned standing upon any public property within the Town, such officer shall make a reasonable effort to locate the owner or lawful custodian of such vehicle and require such person to remove the vehicle. If the owner or lawful custodian fails to remove such vehicle within one (1) hour after receiving directions to do so, or if the owner or lawful custodian cannot reasonably be located, the officer shall require such vehicle to be removed and placed in storage in the Town's designated storage facility.

(c) Abandoned vehicles on private property. In the event of the abandonment of a vehicle on private property of another, the owner of such property shall notify the Police Department. The Police Department shall follow the procedures in C.R.S. § 42-4-2101 *et seq*., as amended.

Sec. 8-74. - Post-impoundment procedures.

The Town shall follow the post-impoundment procedures in C.R.S. § 42-4-1801 *et seq.*, and C.R.S. § 42-4-2101 *et seq.*, as applicable and amended, including the procedures for

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any hearing requested by the owner of the towed vehicle. The hearing shall be conducted by the Municipal Judge.

Section 4. Sec. 16-4 of the Buena Vista Municipal Code is hereby amended by the deletion of the definitions of Antique Vehicle and Junked Vehicle and the addition of the following definition:

Inoperable Vehicle shall have the same meaning as Sec. 8-41 of this Code.

Section 5. Sec. 16-4 of the Buena Vista Municipal Code is hereby amended by the revision to the following definition:

Open sales lot or yard means an accessory use consisting of a defined area or site used exclusively for the retail display and sale of new or used motor vehicles, trailers, agricultural or other mechanized equipment or machinery, boats and recreational vehicles or equipment utilized in association with a principal retail commercial use, but excluding the display, stockpiling or keeping of junk or inoperable vehicles.

Section 6. Sec. 16-161(10) of the Buena Vista Municipal Code is hereby amended to read as follows:

Open sales yards for the retail sale of automobiles, trucks, boats, trailers, recreational vehicles, farm machinery and equipment, but excluding the unenclosed storage of inoperable vehicles or inoperable equipment or materials.

Section 7. Sec. 16-243 of the Buena Vista Municipal Code is hereby amended to read as follows:

Junkyards are prohibited in all zone districts within the Town. This prohibition shall apply to private as well as commercial lots and uses, and shall encompass the unenclosed storage of inoperable vehicles.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this _____ day of _____, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Mayor, Joel Benson

ATTEST:

_____
Janell Sciacca, Town Clerk (SEAL)

FOR DISCUSSION PURPOSES

Exhibit A to Ordinance No. _____

Chapter 7 – Health Sanitation and Animals

Article 1 –General Provisions

Sec 7-1. - Definitions

Abandon: to voluntarily surrender, relinquish or disclaim for a period of 30 days.

Blighted property: a property, building, mobile home, shed, fence, or other man-made structure where any of the following conditions exists:

(a) Conditions posing a serious threat to health, safety, and welfare of Town residents;

(b) Any structure open to the elements as a result of damage or decay; unable to provide shelter or serve the purpose for which it was constructed due to damage, dilapidation, or decay; or

(c) It is not being maintained to a significant degree, as evidenced by at least one of the following conditions:

(1) Missing, broken, or boarded windows or doors;

(2) Collapsing or deteriorating exterior walls, roofs, stairs, porches, handrails, railings, basement hatchways, chimneys, flues, or floors;

(3) Exterior walls which contain holes, breaks, or loose or rotting materials;

(4) Foundation walls which contain open cracks and breaks;

(5) Overhang extensions, including but not limited to canopies, marquees, signs, awnings, stairways, fire escapes, standpipes, and exhaust ducts, which contain rust or other decay;

(6) Vermin or insect infestations;

(7) Unmanaged and overgrown vegetation;

(8) Waste materials, dumping, clutter, garbage, junk, debris, inoperable vehicles or trash improperly stored or accumulated on the premises;

(9) Fences, broken or rotted boards or in an otherwise dilapidated condition;

(10) Any other exterior condition reflecting a level of maintenance which is an element leading to the progressive deterioration of the neighborhood;

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(11) Is attracting illegal activity as documented in Police records;

(12) Is a fire hazard, as documented by the Fire Chief;

(13) Creates a substantial and unreasonable interference with the use and enjoyment of nearby premises, as documented by neighborhood complaints, police reports, cancellation of insurance on proximate properties, or similar circumstance; or

(14) A building or structure or part thereof that would not qualify for a certificate of occupancy if applied for, or which is deemed an unsafe or dangerous structure as defined by the applicable building code adopted by the Town, or any dwelling or unit that is designated as unfit for human habitation.

Brush: Woody shrubs not part of a planned and maintained landscape of either a highly structured manicured type or a natural appearance.

Construction Debris: Waste resulting from construction, remodeling, repair, or demolition operations.

Firewood: Any wood or wood product used or intended to be used as heating fuel in a residence. Painted or treated wood shall not be considered firewood.

Junk: Any property, object or other article having nominal salvage value, which has been left unprotected from the elements or in deteriorated condition, including, but not limited to any used machinery or parts; plumbing fixtures (sinks, toilets, pipes, valves, etc), vehicle parts, tires, household appliances and fixtures or parts thereof; household hardware or furnishings, wire; cable, building materials (wood, tile block, brick, etc.), or any other similar articles.

Landscape: Any combination of living plants and non-living landscape material (such as rocks, pebbles, sand, mulch, walls, fences, or decorative paving materials) in a managed and planned manner.

Litter: Any rubbish, waste material, refuse, garbage, trash, debris, excrement, urine, offal composed of animal matter or vegetable matter or both, or any noxious or offensive matter whatever, dead bird, dead fish, fishing line, bait, chemical, chemical compound, petroleum product or compound, automobile part or accessory, tire, wheel, junk, paper, cardboard, can, lid, bottle, cap, carton, wrapper, box, wooden object, plastic object, clothing, cloth, metal object, rubber object, leather object, hide, feathers, grass clippings, leaves, cut weeds, branches cut from trees or bushes, brick, cinderblock, building material, paint, concrete, sand, gravel, stone, glass, asphalt, ashes, cigarette, cigar, food or food product, solvent, dye, beverage and liquid except water, and other similar material.

Nuisance includes, but is not limited to:

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(a) Any activity, operation, condition, building, structure, place, premises or thing which annoys, injures or endangers the comfort, health, repose or safety of the public;

(b) The conducting or maintaining of any business, occupation, operation activity, building or structure prohibited by statute or ordinance;

(c) Any building, structure or land open to or used by the general public, the condition of which presents a substantial danger or hazard to public health or safety;

(d) Any activity, operation or condition which, after being ordered abated, corrected or discontinued by a lawful order of a department or officer of the Town, continues to be conducted or continues to exist in violation of statute or ordinance or in violation of any regulation of the Town, County, or the State;

(e) Any illicit discharge or other lawful pollution or contamination of any surface or subsurface waters in the Town, or of the air or of any water, substance or material intended for human consumption;

(f) Any nuisance defined or declared as such by statute or ordinance; or

(g) Interfere with, obstruct or tend to obstruct, or render danger for passage on any street, alley, highway, navigable body of water or other public way or the use of public property.

(h) When, in the opinion of the Town Administrator or his/her designee, a nuisance exists which is not specifically enumerated in Municipal Code, The Town Administrator or his/her designee will make a determination of whether a nuisance in fact exists. Every thing, substance, or act which is determined by Administrator or his/her designee to be offensive, injurious or detrimental to the public health, safety or welfare of the Town shall be declared to be a nuisance and may be abated as provided in the Municipal Code.

Ornamental plants: Grasses, perennials, annuals, trees and/or groundcovers purposefully planted for aesthetic reasons.

Responsible Person: The person responsible for creating, allowing, correcting, or abating a nuisance pursuant to this Chapter. The responsible person includes the property owner and any person who causes or permits a nuisance to occur or remain upon property in the Town, and includes, but is not limited to, the owner, tenant or other responsible person entitled to control, use and/or occupy property where a nuisance occurs. In cases where there is more than one responsible person, the Town may proceed against one, some, or all of them.

Residential Property: Any lot, tract, parcel, land, or other property located within the Town, on which single or multifamily structures used as a residence or for human habitation exist, or any property that is located within an area that is zoned for residential uses by the Town.

Refuse container: An outdoor receptacle designed and intended to be used to hold refuse. A refuse container includes, but is not limited to, trash cans, trash dumpsters and similar containers.

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Riparian buffers: Narrow strips of land bordering waterways protecting streams, rivers, or other bodies of water from runoff, erosion and provide wildlife habitat.

Turf-grass: A lawn comprised mostly of grasses commonly used in regularly cut and irrigated lawns, parks or play areas (such as but not limited to buffalograss, wheatgrass, fescue, and bromegrass blends).

Vegetation: A general term for all plants and living ground cover.

Waste Materials: Shall include all construction debris, garbage, junk, litter, refuse, rubbish, scrap, trash and similar items.

Weeds: Includes the following: (1) brush; (2) turf grasses in excess of twelve (12) inches in height and other vegetation grown in a rank or unsightly fashion; (3) bindweed, Canada thistle, common ragweed, dandelion, fireweed, milkweed, mustard, perennial sowthistle, Russian knapweed, Russian thistle, sandburs and any other similar plants and vegetation. The foregoing enumeration is not intended to be all inclusive, but rather is intended to be indicative of those types of plants which are considered a nuisance.

Xeriscape: A landscaping method developed especially for arid and semiarid climates that utilize water-conserving techniques (as the use of drought-tolerant plants, mulch, and efficient irrigation).

Sec. 7-2. - Inspection of Properties

(a) Authorized inspector. The Town Administrator shall have the power and authority to appoint and authorize any police officer, building inspector, code enforcement officer or other officer of the Town (including independent contractors engaged by the Town) to inspect and examine any public or private property in the Town for the purpose of ascertaining the nature and existence of any nuisance.

(b) Right of entry generally. Whenever necessary to make an inspection to enforce any of the provisions of this Chapter, or whenever an authorized inspector has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a nuisance hereunder, such inspector may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed on him or her; provided, however, that if such building or premises is occupied, such inspector shall first present proper credentials and request entry; and if such building or premises is unoccupied, he or she shall first make a reasonable effort to locate the responsible party having charge or control of the building or premises, and upon locating the owner, occupant or other person or persons shall present proper credentials and request entry. If entry is refused, the authorized inspector shall give the owner or occupant, or if the owner or occupant cannot be located after a reasonable effort, he or she shall leave at the building or premises, a written notice of intention to inspect not sooner than twenty-four (24) hours after the time specified in the notice. The notice given to the owner or

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occupant or left on the premises shall state that the property owner has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of a search warrant by a Municipal Judge, or by a judge of any court having jurisdiction.

(c) Search warrants. After the expiration of the twenty-four-hour period from the giving or leaving of such notice, the authorized inspector may appear before the Municipal Court or any other court with jurisdiction, and, upon a showing of probable cause by written affidavit, shall obtain a search warrant entitling him or her to enter the building or upon the premises. Upon presentation of the search warrant and proper credentials, or possession of the same in the case of an unoccupied building or premises, the authorized inspector may enter into the building or upon the premises using such reasonable force as may be necessary to gain entry.

(d) Probable cause for issuance of search warrant. For purposes of this Section, a determination of probable cause will be based upon reasonableness, and if a valid public interest and reasonable suspicion of violation justifies the intrusion contemplated, then there is probable cause to issue a search warrant. The person applying for such warrant shall not be required to demonstrate specific knowledge of the condition of the particular structure or premises at issue in order to obtain a search warrant, but must show some factual or practical circumstances that would cause an ordinarily prudent person to act. It is unlawful for any responsible party of the building or premises to deny entry to any authorized inspector or to resist reasonable force used by an authorized inspector, acting pursuant to this Section.

(e) Right of entry; emergencies. Whenever an emergency situation exists in relation to the enforcement of any of the provisions of this Chapter, an authorized inspector, upon a presentation of proper credentials or identification in the case of an occupied building or premises, or possession of the credentials in the case of an unoccupied building or premises, may enter into any building or upon any premises within the jurisdiction of the Town.

(1) In an emergency situation, such person or his or her authorized representative may use such reasonable force as may be necessary to gain entry into the building or upon the premises.

(2) For purposes of this Subsection, an emergency situation includes any situation where there is imminent danger of loss of, or injury or damage to, life, limb or property. It is unlawful for any responsible party of the building or premises to deny entry to any authorized inspector or to resist reasonable force used by the authorized official acting pursuant to this Section.

Sec. 7-3. - Penalty

(a) It shall be a civil infraction for any person to:

(1) Create, operate, maintain or conduct any nuisance as defined in this Code.

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(2) Interfere with or prevent, or attempt to interfere with or prevent, the abatement of any nuisance pursuant to the provisions of this Code.

(3) Fail to abate a nuisance as specified in this Article.

(b) Any person who is found guilty of, or pleads nolo contendere to the commission of, the civil infraction shall be subject to a civil penalty of no more than $499.00. For each day, or portion thereof, during which any violation continues, a person may be cited for a separate civil infraction. The penalties specified in this Section shall be cumulative and nothing shall be construed as either prohibiting or limiting the Town from pursuing such other remedies or penalties, in an action at law or equity.

(c) The Municipal Court has the authority to order the abatement of the nuisance by the responsible party or parties, and may authorize the Town to abate the nuisance if the responsible party or parties fails to do so as ordered by the Municipal Court. If the Town proceeds to abate the nuisance as authorized by the Municipal Court, the Town shall be entitled to an order from the Municipal Court for recovery of its abatement costs, plus fifteen percent (15%) of the abatement cost for inspection, and any other additional administrative costs. If the cost of abatement is not paid, a lien may be placed upon any property on which the abatement was performed and shall have priority over all other liens, except general taxes and prior special assessments. The lien may be collected by any legal means, including certification to the Chaffee County Treasurer for collection in the same manner as taxes.

(d) A civil action to declare and abate a violation of this Chapter shall be brought in the name of the Town by filing a summons and complaint, which shall be verified or supported by an affidavit. A peace officer of the Town may serve a summons and verified complaint upon responsible party. The trial or hearing of such action shall be to the court.

(e) A notice of appearance shall be served with the summons and complaint. The appearance date shall be not less than seven (7) days from the date of service of the summons and complaint. The respondent shall file a response or answer on or before the appearance date specified in the notice of appearance. A hearing shall be held upon the appearance date, unless the court grants a continuance for good cause shown.

(f) Upon the date and time specified for appearance and hearing, if the respondent has not filed a response and fails to appear, and if the Town proves service was made on respondent at least seven (7) days prior to the appearance date, the court may grant such orders as are requested by the Town; except that, the court shall order that enforcement by the Town be stayed for ten (10) days and that a copy of the court's order be mailed to the respondent at respondent's last known address. Failure to appear at any hearing date shall be grounds for entering a default, and default judgment against the non-appearing party. Prior to enforcement, and upon good cause shown, the court may set aside any entry of default and the default judgment entered thereon.

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Sec. 7-4. – Complaints of Nuisances

Complaints of nuisances may be made in writing to the Town Administrator or Code Enforcement Officer on forms provided by the Town. Whenever possible, any complaint shall state the nature of such nuisance, the street address, the name of the owner, occupant or responsible party of the building or lot, if known, and the name and address of the complainant.

Sec 7-5. – Abatement of Nuisances – Administrative

(a) This Section provides an alternative method for abating a nuisance to a Municipal Court action. An administrative abatement pursuant to this Section is not a prerequisite for a Municipal Court action, nor shall it preclude the issuance of a summons and complaint prior to, concurrently with or subsequent to an administrative abatement action.

(b) Whenever the Town Administrator ~~, Code Enforcement Officer,~~ or his or her designee determines that a nuisance exists in violation of this Code, he or she, or his or her designee, shall issue a Notice of Abatement to the responsible party or parties with the information required herein.

(1) The time for abatement of a nuisance posing an imminent danger of damage or injury to or loss of life, limb, property or health or where there is an illicit discharge shall not exceed twenty-four (24) hours.

(2) The reasonable time for abatement of all other nuisances shall not exceed seven (7) days unless it appears from the facts and circumstances that compliance could not reasonably be made within seven (7) days and that a good-faith attempt at compliance is being made.

(3) If the responsible party shall fail to comply with the notice for a period longer than that named in the notice, then the authorized inspector shall proceed to have the nuisance described in the notice removed or abated from the property described in the notice without delay; and the authorized inspector shall have the authority to call for any necessary assistance. In no event shall the notice described by this Section be required prior to issuance of a summons and complaint.

(c) Contents of notice. The Notice of Abatement issued pursuant to the provisions of this Section to the responsible party upon which a nuisance was discovered shall contain the following:

(1) The address and other description of the property upon which the nuisance was discovered;

(2) The name and address of the owner of the property upon which the nuisance was discovered as reflected in the county assessor records;

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(3) The name and address of the occupant of the property upon which the nuisance was discovered, if known, and if different from the owner;

(4) A description of the thing or things or condition deemed to be a nuisance;

(5) The time in which the thing or things or condition are to be removed or abated from the property;

(6) A statement advising the responsible party that he or she may protest the determination of the authorized inspector with respect to any matters stated in the notice, by filing a written protest pursuant to this Section;

(7) A statement that, if the responsible party fails to comply with directions contained in the written notice or file a written protest thereto in the time allowed, the Town will enter the property, abate the nuisance described therein and assess the costs thereof to the owner of the property;

(8) A statement that, if the Town abates the nuisance, it shall be entitled to recover its abatement costs, plus fifteen percent (15%) of the abatement cost for inspection, and any other additional administrative costs; and

(9) A statement of the cost of abatement.

(d) Service of notice. The written notice to abate shall be served by:

(1) Personally delivering a copy of the notice to the owner of the property described in the notice if the owner also resides at the property;

(2) Personally delivering a copy of the notice to the non-owner occupant or resident of the property described in the notice and mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the owner as reflected in the county assessor records; or

(3) Mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the owner of the property described in the notice as reflected in the county assessor records if the property is unoccupied and by posting a copy of the notice in a conspicuous place at the unoccupied premises. Service of the notice shall be deemed complete upon the date of personal delivery or three (3) business days after the date of mailing as required herein.

(e) Costs of abatement. If the Town abates the nuisance, it shall be entitled to recover its abatement costs, plus fifteen percent (15%) of the abatement cost for inspection, and any other additional administrative costs. If the cost of abatement is not paid, a lien may be placed upon any property on which the abatement was performed and shall have priority over all other liens, except general taxes and prior special assessments. The lien may be

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collected by any legal means, including certification to the Chaffee County Treasurer for collection in the same manner as taxes.

(f) Abatement action. When a nuisance has not been voluntarily abated within the time specified in the notice to abate, the Town may proceed to abate the nuisance from the property and collect the costs specified in Subsection (5) above.

Sec. 7-6. – Appeals

For Administrative abatements set forth in Section 7-5 above:

(a) A written appeal of the determination of the existence of a nuisance may be appealed to the Town Administrator within the time set forth in the notice of abatement. The Appeal shall state the basis for the appeal and why the circumstances on the property do not constitute a notice.

(b) The Town Administrator shall promptly schedule a hearing on the appeal. During the pendency of the appeal, the order to abate shall be stayed.

Sec. 7-7 to 7-9 (reserved)

Article II – Nuisances

Sec. 7-10. - Flammable Liquids: storage or parking of tank vehicles

It shall be deemed a nuisance to store or cause to be stored or parked, except for unloading, any vehicle used for the purpose of storage of flammable liquids, gases, explosives or toxicants upon any streets, ways or avenues of the Town, or any other part of the Town except those areas zoned for such use.

Sec. 7-11. - Abandoned containers

(a) It shall be deemed a nuisance for any person to discard, abandon or leave in any place accessible to children any refrigerator, icebox, deep-freeze locker, stove, oven, trunk or any self-latching container having a capacity of one and one-half (1½) cubic feet or more, which is no longer in use, and which has not had the door removed or the hinges and such portion of the latch mechanism removed as to prevent latching or locking of the door, or to knowingly permit such a refrigerator, icebox, deep-freeze locker, stove, oven, trunk or self-latching container to remain on premises under his or her control without having the door removed or the hinges and such portion of the latch mechanism removed as to prevent latching or locking of the door.

(b) The provisions of this Section shall not apply to any vendor or seller of refrigerators, iceboxes, deep-freeze lockers, stoves, ovens, trunks or self-latching containers, who keeps or stores them for sale purposes in a showroom or salesroom ordinarily watched or attended by sales personnel during business hours and locked to prevent entry when not

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open for business, or if such vendor or seller takes reasonable precaution to effectively secure the door of any such refrigerator, icebox, deep-freeze locker, stove, oven, trunk or self-latching container so as to prevent entrance by children small enough to fit therein.

Sec. 7-12. - Stagnant water, contaminated or impure wells or cisterns

(a) Any cellar, vault, drain, sewer, pond of water, swimming pool or other place in this Town, that shall be noxious or offensive to others, or injurious to public health, through an accumulation or deposition of noxious, offensive or foul water, or other substances, or be conducive to the breeding of mosquitoes, shall be deemed a nuisance.

(b) Any well or cistern on any property within the limits of the Town, whenever a chemical analysis or other proper test, or the location of the same shows that the water of the well or cistern is probably contaminated, impure or unwholesome, shall be deemed a nuisance.

(c) Every person in possession of any premises or any part thereof, upon which there is located a well containing contaminated, impure or unwholesome water, shall abandon the use of the same and cause the same to be filled with earth or such other material as may be designated by the Town.

Sec 7-13. - Storage of Construction Materials

(a) It shall be deemed a nuisance for any person to store lumber or other construction materials, construction vehicles, and/ or construction equipment on any property not associated with a permitted building project being currently undertaken on the property. except as permitted by the Town pursuant to a Construction Permit. This Section shall not apply to construction vehicles parked at the residence of the owner.

(b) It shall be deemed a nuisance for any person to keep or store any construction materials and/or equipment, as described above, unless such materials are in an enclosed structure, covered, secured, or in some manner protected so as to prevent such materials and/or equipment from being blown, scattered about, or otherwise moved by wind, water, or other natural causes.

Sec 7-14. - Snow or Ice Deposits

(a) It shall be deemed a nuisance for any person to deposit, cause or allow any snow or ice to be deposited on or against any fire hydrant or traffic signal control device; or upon any sidewalk, street or roadway, loading and unloading area of a public transportation system, or designated emergency access, in a way that interferes with the safe and orderly flow of pedestrian or vehicular traffic or in any way obstruct or impede street or roadway drainage.

(b) The owners or occupants of property abutting upon or adjacent to sidewalks within the corporate limits of the Town shall at all times keep such sidewalks free and clear of snow and ice.

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(c) In the event such owners or occupants fail to remove snow and ice from such adjacent sidewalks within twenty-four (24) hours of the accumulation, such condition shall be deemed a nuisance.

Sec 7-15. - Abandoned and Hazardous Bicycle

(a) Every bicycle left at any place to cause an immediate safety hazard or an obstruction to entry or exit to a building or a public right-of-way shall be deemed a nuisance. If the person in possession of the bicycle is not present or is unwilling or unable to provide for its immediate removal, the Town may remove and impound the bicycle.

(b) Every bicycle left abandoned as defined in this Chapter may be removed by Town staff and impounded.

Sec 7-16. - Airborne Nuisances

(a) It shall be deemed a nuisance for any person to allow the emission of air contaminants and/or odors that are detrimental to the health, comfort, safety or welfare of the public, that causes or tends to cause injury or substantial annoyance, interfere with the reasonable and comfortable use and enjoyment of property, or inconvenience to persons exposed thereto or causes or tends to cause damage to property.

(b) Any odor will be deemed to interfere with reasonable and comfortable use and enjoyment of property:

(1) When the air containments or odors rise above the threshold of the Air Quality Control Commission's Regulations; or

(2) When the Town receives five (5) or more complaints from individuals representing separate households within the Town within a twelve (24) hour period relating to a single odor description.

(c) To be considered an odor complaint a written complaint must be received by the Town and include, in addition to the written complaint required by Section 7-4:

(1) Name, address and phone number of complainant.

(2) Time and date of call.

(3) Description of odor nuisance, including estimated location or source of odor, and if possible, prevailing wind or weather conditions observed.

(d) The Town shall use reasonable efforts to investigate all complaints to verify the source of the odor.

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(e) It is an affirmative defense to the alleged violation of this Section if the air contaminant or odor was caused by a condition or breakdown of a device, facility, or process that: (1) could not have been reasonably anticipated or prevented; (2) the facility owner or operator took immediate action to eliminate the upset condition and, if necessary, repair all equipment and devices that caused or contributed to the upset condition or breakdown; (3) the facility owner or operator notified the Town about the condition or breakdown within eight (8) hours of its occurrence; and (4) the facility owner or operator provided written detailed information describing the condition or breakdown and identifying the measures taken to correct it within three (3) working days of the occurrence.

(f) Rodeos, stock shows, tarring operations, other similar temporary events and activities of the Town are exempt from this section.

Section 7-17. - Blighted property

It shall be deemed a nuisance to cause or allow blighted property to be created or maintained in the Town.

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Section 7-18. - Firewood Storage

(a) Firewood may be stored upon residential premises solely for heating uses on the premises and not for resale. Firewood not stored in compliance with this Section shall be deemed a nuisance.

(b) The firewood shall be prepared for use and stored in neat and secure stacks, protected from bare soil or ground on a well supported, non-rotting base.

~~(1) All firewood shall be stored in the side or rear yard, regardless of the property's zoning.~~

~~(2)~~(1) Firewood may be stored in the front yard on residentially zoned property for a period of seven (7) days from the date of its delivery in order to be processed and transferred to side or rear yard for permanent storage.

~~(3)~~(2) All brush, debris and refuse from processing of firewood shall be promptly and property disposed of and shall not be allowed to remain on the premises longer than seven (7) days after processing the firewood.

~~(4)~~(3) Freestanding firewood stacks shall not be in excess of four (4) feet in height unless such stack is amply supported by a rack or structure designed for such storage. Where the firewood is so supported, the stack shall not be in excess of six (6) feet.

~~(5)~~(4) Firewood must be stored on the owner's property. ~~may not be stacked within five (5) feet of the property line~~.

FOR DISCUSSION PURPOSES

~~(6) Firewood must be stacked a minimum of 30 feet from any structure on adjacent property.~~

~~(7)~~(5) No firewood shall be stacked in a manner that encroaches into the public right-of-way, obstructs the view of drivers on public streets or private driveways.

Sec. 7-19. - Unlawful Disposal of Waste Materials

It shall be deemed a nuisance for any person to:

(a) Place, deposit, abandon, or discard any waste materials on public property, Town right-of-way, alley, river, lake, stream, ditch, or the private property of others without the property owners permission;

(b) Place, deposit, abandon, or discard within the Town limits, waste materials which were generated at a location outside the Town limits;

(c) Bury waste materials within the Town limits; or

(d) Discard or dump waste materials in a receptacle not designed or intended to be a refuse container.

Sec. 7-~~-~~20. - Vehicles causing Litter

It shall be deemed a nuisance for any person to operate any vehicle within the Town, unless such vehicle is loaded, covered or secured so as to prevent any contents from being blown or deposited upon any street, alley or other public or private property.

Sec. 7-~~-~~21. - Storage of Waste Materials

(a) No responsible person having the control, management or ownership of any property shall maintain any property where waste materials are permitted to accumulate in any manner that:

(1) Becomes a nuisance;

(2) Interferes with the health, safety or welfare of residents in the vicinity; or

(3) Detracts from the aesthetic appearance, enjoyment or value of the property or any neighboring properties.

(b) All responsible parties shall ensure that all waste materials are covered, secured, or in some manner protected so as to prevent such materials from causing a nuisance, health, safety, or sanitation hazard by reason of being blown or scattered about by wind, children, animals, or any other means of dispersal.

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(c) All responsible parties shall clean up spillage and overflows or waste materials immediately when they occur.

Sec. 7-22. - Refuse Containers

It shall be deemed a nuisance to violate any of the following:

~~(a) Residential refuse and recycling containers must be screened from view from adjacent streets and be stored in the rear or side yard only, not in the front yard, alley or public right-of-way.~~

~~(b) Residential property refuse containers may only be placed in the public right-of-way 24 hours before trash collection day. Residents are required to remove refuse and recycling containers from public rights of way 24 hours after trash collection day.~~

~~(c)~~(a) Refuse containers must not block or interfere with public rights of way or cause a nuisance for adjacent properties.

~~(d)~~(b) Refuse containers with secured lids shall be used for handling, storing and disposing of waste materials to control odors, insects, rodents, animals, and other nuisance conditions.

Sec. 7--23. - Unlawful use of refuse container

It shall be unlawful for any person to intentionally or knowingly deposit, or to cause to be deposited, any waste material in a refuse container located on the property of another, or on public property, without the prior permission of the owner or person(s) in lawful possession of such refuse container.

Sec. 7-24. - Weeds

(a) It shall be deemed a nuisance for any responsible person to permit any growth of brush, weeds or unmanaged vegetation that:

(1) Constitutes a nuisance by collecting trash or debris;

(2) Creates a fire hazard;

(3) Harbors wildlife or pests that are hazards to public health or safety;

(4) Contributes to the spread of noxious weeds as identified on Lists A and B of the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101 et seq., as may be amended;

(5) Is a violation of the responsible party's duty under Section 7-25; or

(6) Creates an environment that could be injurious the public health by providing a habitat for vermin, insects and other pests.

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(b) Growth of vegetation as an intentional nuisance is prohibited.

Sec. 7-25. - Duty of responsible party

(a) The responsible party has a duty to ensure that all landscaping is maintained in a healthy condition.

(b) Vegetation shall not intrude, impinge, invade or otherwise negatively adversely affect adjacent properties.

(c) Plants which have thorns, spines or prickles shall not encroach into public sidewalk or public right-of-way.

(d) No vegetation shall grow into the public right-of-way or private property such that it obstructs or physically interferes with a driver's view of approaching, merging, or intersecting traffic or pedestrian traffic or obstructs traffic signs and traffic control signs/devices.

(e) All vegetation should be managed so that it does not block or obstruct any fire hydrant.

(f) Responsible parties have a duty to clean and maintain vegetation from the rear property line to the center line of alleys.

(g) The portion of a dedicated public right-of-way between the street and the property line excepting the sidewalk shall be landscaped and maintained by the abutting property owner. Landscaping placed in the public right-of-way shall be managed not to interfere with snow removal, water drainage, public walking, site distances, repair of utilities, or contribute to the deterioration of streets.

(h) Turf grass shall be managed at a height of no more than twelve (12) inches.

(i) In order to retain certain Town properties in their natural states, Town-owned parks, open space, wetlands, and riparian buffers (stream beds or banks) are exempt from vegetation height requirements. Wetlands are exempt from the requirements.

(j) Aesthetic judgments shall not be a consideration nor play any role in determining non-compliance or compliance with this Section.

Sec 7-26. –Removal of vegetation debris

(a) All vegetation, weeds, shrubs, trees, brush, and any part thereof from the lot upon which the plant materials have been cut shall be immediately removed from the Town or otherwise entirely destroyed by the responsible party.

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(b) No responsible parties shall allow or permit vegetation debris of any kind, including, but not limited to, weeds, grass, overgrown vegetation, dead trees, leaves, bushes or shrubbery, to be deposited into any street, gutter, curb, road, lane, cul-de-sac, highway, alley, open creek, stream, watercourse, public place, common ground or right-of-way. The responsible person(s) shall promptly dispose of debris by removal, or in such a manner as to not create a nuisance.

Sec. 7-27. - Noxious Weeds

(a) It shall be deemed a nuisance for any person to plant or permit the spread of noxious weeds as identified on Lists A and B of the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101 et seq., as may be amended.

(b) Every person shall destroy all noxious weeds on all lands which are under their ownership, occupation or control.

Sec. 7-28 to 7-34 (reserved)

ARTICLE III - Animals

Sec. 7-35. Definitions:

Animal: any wild or domestic living thing that is not a human being or plant.

Domestic Animal: an animal ~~other than livestock~~ that lives in a tame condition.

Vicious Animal: any animal that, without provocation, bites or attacks persons or other animals; approaches any person or other animal with vicious or terrorizing behavior or an apparent attitude of attack, whether or not the attack is consummated or is capable of being consummated; or has acted in a manner that causes or should cause its owner or custodian to know that the animal is potentially vicious.

Wild Animal: an animal which is not customarily domesticated and which, because of its size, disposition, or other characteristics could constitute a danger to human life or property.

Fowl: a bird of any kind.

Bee: any stage of the common domestic honey bee, including any non-Africanized bee.~~Apis Nelliferea Species~~.

Livestock: Domesticated animals raised for agricultural purposes, excluding swine.

Swine: a domesticated pig or hog.

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Sec 7-36. – Animal Permits

An animal permit is required as outlined in the table below. Even with a permit, the maximum number of animals allowed may not be exceeded as described below.

Animal type	Minimum n~~N~~umber of animals requiring a permit	Maximum number animals allowed
~~Livestock~~Horses, cattle, goats, yaks and llamas	1	2 per 15,000 sq. feet
Bees	1 hive	2 hives
Fowl, excluding roosters	1	6 per acre of property
~~Domestic Animals~~Dogs	5	8
Any other domestic animals not named above	No permit required	10

Sec 7-37. - Permit Application and Fees

(a) In order to obtain an animal permit, the following must be completed:

(1) Applications for a permit under this Article shall be made to the Town on the form(s) provided.

(2) If building a structure associated with an animal permit, a site plan showing the following:

a. Property lines with dimensions.

b. Setbacks for animal housing structures and feeding areas. Setbacks must comply with the Dimensional Requirements in the applicable zoning district. ~~All animal housing units and feeding areas must be a minimum of 25 feet from any residential structure on an adjacent lot.~~

c. Existing and proposed structures with perimeter dimensions, height and square footage.

d. All public rights of way abutting the property.

e. Description of all waste locations and how waste will be handled to avoid a public nuisance.

f. Location of feed storage and a description of how feed will be protected from tampering by or attracting wildlife.

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g. Clear Sight Triangle needs to be denoted.

(c) Animal housing structures, pens, runs and feed storage larger than 200 square feet shall not be located within the front yard.

(d) All animal fencing, containment and housing structures shall ~~comply with the Code~~comply with any applicable regulations governing accessory structures and building codes.

(e) If applicable, the permittee shall ensure all approvals from any homeowners association. Town issuance of a permit shall not be deemed to negate any homeowner's association approval.

(f) Except for Special Permits as provided for in Section 7-40, each permit shall be valid through the end of the calendar year in which it was issued, and no permit shall be issued absent the payment of a nonrefundable fee in an amount established by the Town. Permittees must apply for a renewal of the permit prior to the beginning of each calendar year.

Sec 7-38. - Other Standards for Domestic Animals, Fowl and Livestock

(a) **Domestic Animals:** The number of domestic animals that a person may keep on his/her property in the Town ~~is limited to a maximum of four (4) total without a permit~~is designated in Sec. 7-36, except that a litter of any size may be kept for a period of time not exceeding four (4) months from birth.

~~(b) **Livestock:** No more than one livestock animal is permitted per every 1000 sq. ft. Regardless of the size of the property, no more than two livestock animals are permitted per each property.~~

~~(c)~~(b) **Swine:** It shall be unlawful for any person to keep any swine within the Town.

~~(d)~~(c) **Honeybees:**

(1) Only one hive is permitted per every 1000 sq. ft. Regardless of the size of the property, no more than two (2) hives are permitted per each parcel of property.

(2) Hives are permitted to only have one colony each.

(3) Hives may not be located within 25 feet from any lot line, unless the hives satisfies subsection (6) below.

(4) Hives are permitted on residential property only.

(5) Hives shall be made of a movable frame.

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(6) Hives that are located within twenty (20) feet of a property line shall be screened at the property line by a six (6) foot solid fence, wall or other barrier, which may be vegetative. The screen shall extend at least twenty (20) feet in both directions from the point on the property line, or lines, where the hive is the closest to the property line. Vegetative screening shall be planted or maintained so as to form a continuous, unbroken, solid screen prior to the establishment of the hive. The screened area must be in compliance with the other fence requirements set forth in Chapter 18 of this Code.

~~(e)~~(d) **Domestic Fowl**: ~~Up to six (6) domestic~~Subject to the numerical limitations in Sec. 7-36, fowl may be kept on any property subject to the following restrictions:

(1) Roosters are prohibited.

(2) ~~Fowl shall be kept for personal use only; no individual shall sell eggs directly from the property, engage in breeding, fertilizer production or slaughter fowl for commercial purposes~~The keeping of fowl and sale or barter of eggs shall be compliant with the Town's zoning regulations and any applicable state law.

(3) Raising of fowl for fighting purposes is prohibited.

(4) Fowl must be kept in enclosures or fenced areas at all times and confined to the property. During daylight hours, fowl may be allowed outside of their enclosure in a securely fenced yard ~~but only if supervised~~but may not run at large. The securely fenced yard must include a fence of at least six (6) feet tall that is also in compliance with the other fence requirements set forth in Chapter 18 of this Code. Fowl shall be secured in an enclosure meeting the following requirements during the non-daylight hours.

(5) Fowl may be used for meat consumption. Slaughtering shall be permitted on site as long as it done not pose a health, nuisance or safety risk to adjoining residents. The disposal of hens that no longer lay eggs shall occur off site.

Sec. 7-39. - ~~Prohibition against commercial use~~Zoning compliance.

In addition to the requirements of this Article, the keeping of domestic animals, livestock and fowl shall comply with the Town's zoning regulations. ~~Domestic animals, livestock, and fowl shall be kept for personal use only.~~

~~(a) No commercial activity or enterprise involving the keeping, products, slaughtering or processing of livestock, fowl or domestic animals shall be permitted in those areas as prohibited by this Code.~~

Sec. 7-40. - Special permits.

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Permission to keep livestock and/or fowl in Town on a temporary basis, for a period not to exceed twenty-four (24) hours in duration, may be obtained without the payment of a permit fee by calling the Town during business hours on weekdays or the Police Department on weekends or holidays and requesting that such permission be given. Such permission must be obtained prior to the time when the temporary keeping is to commence and shall be in writing.

Sec 7-41. - Revocation or denial of permits

(a) An application for a permit under this Article may be denied or a permit under this Article may be revoked if the Town finds:

(1) The permitted animals present a risk to public health or safety; or

(2) That a violation of this Article has occurred or is ongoing or the permittee has failed to comply with terms and conditions of a currently issued or previously issued animal permit.

(b) Denial of Application

(1) A written notification of a denial shall be sent via mail to the applicant explaining the reason for the denial.

(2) A written appeal of the denial may be made to the Town Administrator. The appeal process provides an opportunity for the applicant to raise any objections to the denial of the permit. The appeal must be requested, in writing, to the Town Administrator within 10 (ten) days after the date of denial notice. If the applicant does not desire to appear in person, statements in writing may be submitted for consideration. The Town Administrator shall promptly make a decision regarding the appeal and such decision shall be final.

(c) Revocation of a Permit

(1) Revocation of a permit may only occur after written notice is mailed to the permit holder providing the basis for possible revocation. The notice should include an opportunity to request a hearing before the Town Administrator within 10 days of the date of the notice.

(2) If no written request for a hearing is received by the Town within the time set forth herein, the Town Administrator shall render a decision on the revocation. If a request for a hearing is timely made, the Town Administrator shall promptly conduct a hearing on the revocation. After the hearing, the Town Administrator shall render a decision on the revocation. Any decision of the Town Administrator shall be final.

Sec 7-42. - Animal Nuisances

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It shall be deemed a nuisance for any person to own, keep, possess or maintain an animal in such a manner as described in this Section.

(a) Having an animal that disturbs the rights of, threatens the safety of, injures a member of the public, or interferes with the ordinary use and enjoyment of their property.

(b) Permitting an animal to damage the property of another.

(c) Maintaining animals in an environment of unsanitary conditions or lack of cleanliness which results in offensive odor, is dangerous to the public health, welfare or safety, or increases transmission of disease.

(d) Causinges ~~unreasonable or detectable odor at the adjacent property lines~~an airborne nuisance subject to the provisions of Sec. 7-16 of this Code.

(e) Allowing or permitting an animal to bark, growl, whine, howl, crow, cackle, or cause noise in an excessive, continuous or untimely fashion so as to interfere with the reasonable use and enjoyment of neighboring premises.

(f) Maintaining an animal that is diseased and dangerous to the public health.

(g) Maintaining an animal that repeatedly chases or snaps at pedestrians, joggers, bicycles, vehicles or other animals.

(h) Failing to remove feces deposited by any animal on any public street, sidewalk, gutter, park or other publicly owned property or private property unless the owner of the property has given permission allowing such use of the property. This subsection shall not apply to visually impaired persons who have charge, control or use of guide dogs or persons using dogs.

(i) No owner shall permit any animal to enter or remain upon the premises of another within the Town without the consent of the person owning, occupying or lawfully in control of such premises.

Sec 7-43. - Destroying a Vicious, injured or diseased animal

(a) Whenever any animal is so injured or diseased and is suffering, and when such animal is imminently near death, then Town law enforcement, acting in good faith, may immediately destroy such animal without the consent of the owner.

(b) Law enforcement may destroy any animal when the animal poses immediate threat to human life.

Sec 7-44. - Vicious animals

(a) No person shall have, keep, maintain or have in their possession or under their control any vicious animal within the Town.

(b) In determining the viciousness of an animal, the Town or a court may take into consideration the severity of the vicious or dangerous nature of the animal, including prior history of the animal, and prior history of the owner related to animals in his or her possession.

(c) If a court finds an animal to be vicious, the following is a non-exclusive list of sanctions that may be imposed:

(1) Obedience training.

(2) Community service work at an animal sheltering facility.

(3) Require a muzzle, shortened leash or other means to secure animal when off premises.

(4) Construct a secure enclosure to prevent escape. It shall be constructed to totally confine the animal upon the owner's property prevent contact with persons or animals owned by others.

(5) Removal of animal from Town limits.

(6) Spay or neuter the animal.

(7) Euthanasia of the animal.

Sec. 7-45. - Wild Animals

(a) No person shall maintain or have in their possession or under their control any wild animals.

(b) Sale of wild animals is prohibited. It shall be unlawful for any person, firm or corporation to sell or offer for sale any wild animal within the limits of the Town.

(c) It shall be unlawful to intentionally feed wild animals

Sec 7-46. - Animal Cruelty

(a) It shall be unlawful and deemed a nuisance for any person to needlessly beat, inflict violence upon, or needlessly kill, neglect, mistreat, overwork, torture or mutilate, or to otherwise treat in a cruel, dangerous or inhumane manner, any animal, or to cause or allow any of such acts to be done.

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(b) It shall be unlawful and deemed a nuisance for any person to leave an animal in an unattended vehicle either without adequate ventilation or in any manner which subjects the animal to extreme temperatures that are dangerous or detrimental to the animal's health or welfare.

(c) It shall be unlawful and deemed a nuisance for any person having care, custody or control of any animal to fail to provide such animal with food sufficient for the species, potable water and adequate shelter from the weather, or to cause or allow any of such acts to be done.

(d) It shall be unlawful and deemed a nuisance for any person to abandon any animal or to cause an animal to be abandoned.

(e) It shall be unlawful and deemed a nuisance for any person to keep or cause to be kept any place where any fowls or any animals are suffered to fight upon exhibition, or for sport upon any wager.

Sec. 7-47 to 7-52 (reserved)

Article IV - Noise

Sec. 7-53. - Definitions

Plainly audible: any sound that can be detected by a person using his or her unaided hearing faculties.

~~**Sound production device:** any device whose primary function is the production of sound, including, but not limited to any, musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or sound-amplifying equipment.~~

Sec. 7-54. - General Provisions

(a) It shall be a nuisance for any person to make or cause to be made any unreasonable noise. Noise shall be deemed to be unreasonable and deemed a nuisance when it disturbs, injures or endangers the peace or health of another or when it endangers the health, safety or welfare of the community.

(b) The following acts, although not considered to be exclusive, are declared to be violations of this Article:

(1) The ~~outside~~ use of a sound producing device in such manner or with such volume at any time and place so as to disturb, destroy or endanger the comfort, repose, or peace of other persons. Evidence of such disturbance shall be if sound producing device is plainly audible at a distance of ~~50~~ 150 feet in any direction from the device.

FOR DISCUSSION PURPOSES

~~(2) The operation or permitting the use or operation of any sound producing device sound in such a manner as to be plainly audible through walls between units within the same building, from another property or from the street between the hours of 10:00 p.m. and 7:00 a.m. or in such a manner as to unreasonably disturb the peace, quiet or comfort of the public.~~

~~(3) Sound production devices may not be operated in such a manner that they are plainly audible at a distance of one hundred (100') feet from the building, or structure in which they are located. Sound production devices may not be operated in such a manner that they cross a real property line and are plainly audible within a residence between the hours of 10:00 PM and 8:00 AM.~~

~~(4) Yelling, shouting, whistling, singing, or making any other loud vocal noise for non-emergency purposes in a manner that disturbs, destroys, or endangers the comfort, quiet, repose or peace of persons in the vicinity of the noise or disturbance.~~

~~(5) The use of any sound-producing device for the purpose of attracting attention to a store, vehicle or event for any non-emergency purposes.~~

~~(6)~~(2) Noise produced from the excavation, erection, demolition, alteration, or repair of any buildings, structure, property or streets between the hours of 9:00 P.M. and 7:00 A.M., except as provided for below as an exemption.

~~(7)~~(3) The non-emergency use of engine compression braking systems within Town limits.

~~(8) Sounding of vehicle horns, sirens, security alarm or other devices to attract attention in a non-emergency situation. Operation of a light motor vehicle which causes excessive noise as a result of a defective or modified exhaust system or as a result of unnecessary rapid acceleration, deceleration, engine revving, or tire squealing. It shall be unlawful to operate audio equipment within a vehicle that is plainly audible within 25 feet of the vehicle.~~

~~(9)~~(4) Outside musical performances at a public or private event between the hours of 10:00 P.M. and 8:00 A.M~~,~~. without a ~~validly issued~~ special event permit by the Town expressly allowing for the performance outside of such hours.

Sec. 7-55. - Exemptions

Sounds from the following sources shall be exempt from the prohibitions specified herein:

(a) All safety signals, alarms, warning devices or any other device used to alert persons to any emergency or used by law enforcement or emergency activities.

FOR DISCUSSION PURPOSES

(b) The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside of daytime hours.

(c) Snow removal equipment operated within the manufacturer's specifications and in proper operating condition when being used to remove snow.

(d) Events conducted by and on the site of a school or educational institution and municipal institutions.

(e) Events permitted pursuant to this Article or events sponsored by the Town.

(f) Construction or repair work which must be done to address an emergency health or safety concern and that cannot be accomplished during daytime hours and which is not work which includes normal maintenance and repair.

(g) Locomotives, railroad equipment and aircraft which the Federal government has exclusive authority to regulate.

Sec. 7-56. - Nonresident property owner culpability

(a) A nonresident property owner who, after notice, fails to take reasonable steps to prevent subsequent violations of this Article by the tenant shall be liable for violations of this Article.

(b) Prior to issuing a summons and complaint to a nonresident property owner, the Town must provide written notice stating that the tenant has been issued a summons and complaint for a violation of Article, specifying the violation.

Sec. 7-57. – Enforcement

(a) No person who has been in lawful possession of property shall knowingly permit a violation of this Article by another person on such property.

(b) Each time an enforcement officer is called to a scene of a noise complaint shall be deemed to be a separate offense.

Sec. 7-58. - Special Permit

(a) Any person may apply to the Town for a ~~special~~ permit to be allowed to hold a special event that would typically violate the provisions of this Article. The applicant shall provide a list of property owners within two hundred fifty (250) feet of the site(s) where the activity is to occur. The Town shall provide at least ten (10) days written notice prior to issuing the permit to the property owners and residents within two hundred fifty (250) feet.

FOR DISCUSSION PURPOSES

(b) For good cause shown, including without limitation, the likelihood of disturbance to nearby property owners and past Code violations of the applicant, the Town Administrator may either grant or deny the ~~variance~~permit.

(c) If the permit is granted, Town Administrator may impose conditions ~~to it~~on it.

(d) An applicant may appeal the decision of the Town Administrator to the deny the permit to the Board of Trustees in writing within five days of the Town Administrator's decision; provided there is a regularly scheduled Board of Trustees' meeting prior the event. Otherwise, th~~Th~~ere shall be no right of administrative appeal of the Town Administrator's decision.

FOR DISCUSSION PURPOSES

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643
Fax: (719)395-8644

DATE: May 24, 2016

TO: Mayor and Board of Trustees

FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: South Main Infrastructure Request

Request
A request by JJ Kinsfather from the South Main Town Company for the funds for the installation of 900 lf of water line illustrated in the property map attached.

Overview
The BOT reviewed criteria on April 12, 2016 and supported the proposed criteria and scoring scheme. Staff has provided costs of the water line highlighted in yellow under cost estimates. There are associated road improvements estimated at a minimum of $173,000 excluding curb and gutter. Based on the criteria (infill), the application scores 4 points which is eligible for 20% of the funding from the Water Fund and Capital Improvement Fund balance of $100,000 each. The project is prioritized at #3 at this time.

Analysis
Staff has come up with criteria based on policy priorities the BOT can consider when reviewing requests by the community for infrastructure.

Proposed Criteria:

1. Affordable/workforce/senior/assisted living/homeless housing = 5 points
   Town will require one or more of the following:
   - *Deed restrictions to ensure long-term affordable housing*
   - *Percent of units set aside for affordable housing if proposal includes multi-family*
   - *Land dedication for Habitat for Humanity*
   - *Fee in lieu of providing affordable housing*
2. Infill development = 4 points
   - *Minimum is 8 units – Infrastructure cost per unit is $12,500 based on $100,000/8 units*
3. Long-term housing = 3 points
   - *Housing that is available for a minimum of 6 months*
4. Economic development incentive (primary jobs) = 2 points
   - *A job that produces goods and/or services for customers that are predominantly outside the community, i.e. producing raw material*
5. Economic development incentive (secondary jobs) = 1 point
   - *A job associated with using raw materials to make a product or to provide a service, i.e. food service or retail*

Point system with percent of funding allocated:

Points	Percent of Funding
14-15	Up to 80%
12-13	Up to 70%
10-11	Up to 60%
8-9	Up to 50%
6-7	Up to 40%
5-6	Up to 30%
3-4	Up to 20%
1-2	Up to 10%

All project requests are subject to the availability of funding allocated and approved by the Board of Trustees during budget adoption each year. There is no guarantee that funds will be available, and any funds that are awarded that are not expended in the year appropriated, do not roll over to the next year.

It is up to the applicant to show proof that their project fits the criteria established by the BOT. The applicant will have to substantiate proof by providing documentation to the board with their request.

Funding is awarded on a first come first serve basis. Once the infrastructure fund is depleted, other requests will not be considered. If a project has been identified in the town's five year capital improvement plan, it does not qualify for the infrastructure investment fund.

Revised Project Priority List

A project list is attached to this memo. Projects are prioritized based on requests, inquiries and projects that have been proposed by the public.

Policy Alignment

- Policy Governance – Infrastructure and economic vitality policies
- The Workforce Housing Policy adopted by the BOT in 2015
- The 2015 Comprehensive Plan

BOT Action

Considerations:

- Decide if applicant has met criteria above.
- If so, is the BOT okay with a 20% allocation.
- What other off-site improvements need to be included in the project (Streets).

Attachments

Potential Capital Improvement Projects Cost Estimates
South Main Request Letter
Map of the site

Potential Capital Improvement Projects Cost Estimates
Water and Street Construction

Projects listed below are in order of priority and criteria are provided. A map of town is provided for your reference

1. Arkansas/Colorado from Williams to Arkansas (~2100 lf)
   (Criteria - Infill Housing)

Water infrastructure	$557,000
Street infrastructure without curb and gutter	$385,000
Street infrastructure with curb and gutter	$430,000

2. South Evans from Cedar to Pine/Pine from Beldan to Evans (~1000 lf)
   (Criteria - Affordable Housing, Infill, Waterline Looping)

Water infrastructure	$250,000
Street infrastructure without curb and gutter	$185,000
Street infrastructure with curb and gutter	$210,000

3. Pinon from Court to Beldan/Beldan from Pinon to Arkansas (~900 lf)
   (Criteria - Infill Housing)

Water infrastructure	$255,000
Street infrastructure without curb and gutter	$173,000
Street infrastructure with curb and gutter	$192,000

4. Carbonate East from Arizona to Utah/Utah North from Carbonate to Pine (~900 lf of H2O and 450 lf of Roadway)
   (Criteria - Affordable Housing, Infill)

Water infrastructure	$287,000
Street infrastructure without curb and gutter	$105,000
Street infrastructure with curb and gutter	$127,000

5. Railroad North to Williams/Williams from Railroad to Court/Court from Williams to Carbonate from California to Arizona (~475 lf)
   (Criteria - Infill Housing)

Water infrastructure	$123,000
Street infrastructure without curb and gutter	$ 88,000
Street infrastructure with curb and gutter	$107,000

Total infrastructure costs to town:

- Water - $1,472,000
- Street infrastructure without curb and gutter - $936,000
- Street infrastructure with curb and gutter - $1,066,000

SOUTH MAIN

Town of Buena Vista

March 14th, 2016

Staff and Trustees,

South Main (The Town Company) has 23 old town lots located on Pinon and Beldan Streets, north of the elementary school (see attached map). We understand that the town currently has infrastructure money available for 2016 “shovel ready projects”. One of these lots has already been built upon (water accessed from cross street), 4 others are sold and awaiting this water line to commence building. We would like to build homes on these lots as well as sell them to others looking to build homes in the downtown area. All other necessary services are currently in place for these lots and the demand for these properties has been surprisingly strong. Completion of this water line would greatly assist in keeping the momentum going in this area. The owners of the 4 sold lots are:

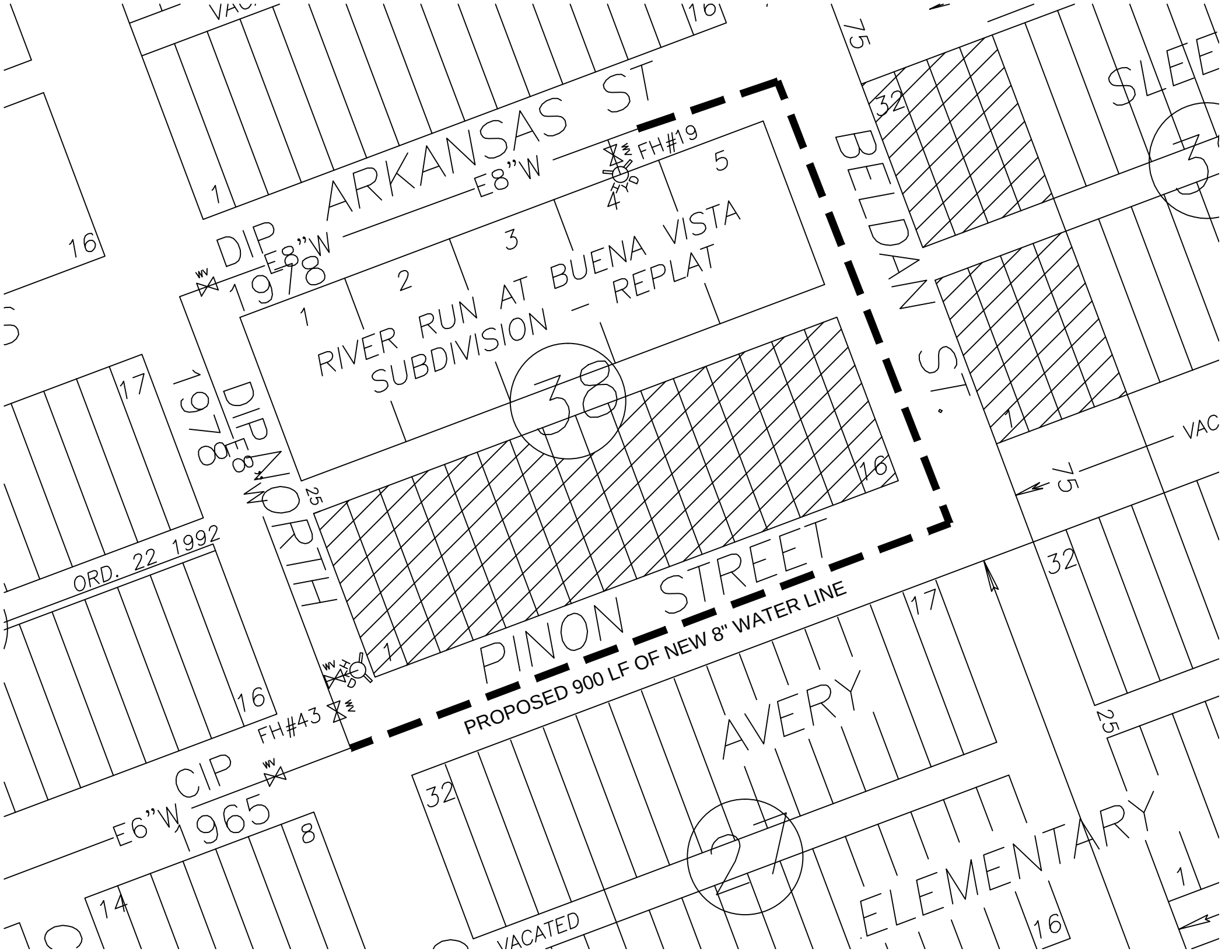
DUSTIN R STEFFENSON - Lot 2, Block 38 - dsteffenson@gmail.com

JOHNSON ERIK JOHNSON COREY - Lots 3,4,5, Block 38 - sundanceandfriends@gmail.com

This water line extension would be approximately 900 lf, connecting the existing dead end water line at the intersection of Pinon and Court streets and the dead end at Arkansas and Beldan Streets, looping the system. To our understanding, this is exactly the type of infrastructure project that these town monies have been set aside for. How do we apply for access to these funds?

Thanks you,

JJ Kinsfather, P.E.
Project Manger
South Main Development


ARKANSAS ST
DIP
1978
E8"W
RIVER RUN AT BUENA VISTA
SUBDIVISION - REPLAT
38
FH#19
BELDAN ST.
SLEE
DIP
1980
NORTH
PINON STREET
PROPOSED 900 LF OF NEW 8" WATER LINE
ORD. 22 1992
FH#43
CIP
1965
E6"W
AVERY
27
ELEMENTARY
VACATED
VAC
75
25
16
17
32
1
5
4
3
2
14
8

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643
Fax: (719)395-8644

DATE: May 19, 2016

TO: Mayor and Board of Trustees

FROM: Mark N. Doering, Principal Planner

AGENDA ITEM: Amendments to Chapters 7, 8, 16, and 18 of the Municipal Code regarding health sanitation and animals, abandoned vehicles on public and private property, recreational vehicles, camping on private property, and storage of trailers.

Requests:
Staff is requesting three amendments to the Municipal Code regulating nuisances, including sanitation and animals, abandoned vehicles, recreational vehicles, trailers, and camping within town limits. The three amendments have been adjusted based upon the comments received from the Board of Trustees after the last public meeting.

Overview:
Changes to the Municipal Code are being proposed with three separate ordinances that address areas where the Town's enforcement requirements need to be improved to allow staff the ability to regulate and enforce codes designed to protect and improve the quality of life relating to trash, animals, recreational vehicles, trailers and inoperable vehicles within town limits. The separate ordinances allow Town to have clearer regulations that allow for compliance and, if necessary, pursue legal action against those that do not comply. Code enforcement will have improved regulations to allow the Town address areas that have been raised as issues within Town.

Analysis:
The proposed changes reorganize the nuisance codes for easier use by the public and staff and are revised to include a civic penalty instead of a jury trial and limits penalties to be below $500.00. The new regulations clarify which farm animals are allowed in Town. They also explain nuisances in town, including storage of materials, snow and ice removal, weeds and noise, along with the requirements to abate those nuisances, if needed

Policy Alignment:
The proposed changes to the Municipal Code meets the Economic Vitality, Community, Environment, and Water policies of the Town. The proposed changes ensure that the community prospers and improves the quality of life of residents and businesses, creates a healthy community where people live, work and play, and ensure safe and reliable water supplies

BOT Action:
Staff recommends approval of the following ordinances, each by a separate motion:
1. Amending Chapter 7 of the Municipal Code relating to nuisances and nuisance abatement.
2. Amending Chapters 7, 8, 16, and 18 of the Municipal Code relating to abandoned and inoperable vehicles on public and private property.
3. Amending Chapters 16 and 18 of the Municipal Code relating to the occupancy, parking, and storage of recreational vehicles, camping on private property, and storage of trailers.

Attachments: Proposed ordinance for each item listed in BOT Action, above.
Memorandum from Town Attorney's Office

Hoffmann
Parker
Wilson &
Carberry | P.C.

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Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

Of Counsel
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Ryan S. Malarky
Kathryn M. Sellars
Ashley N. Pollock
M. Keith Martin

TOWN OF BUENA VISTA
MEMORANDUM

TO: **MAYOR AND BOARD OF TRUSTEES**
BRANDY REITTER, TOWN ADMINISTRATOR

FROM: **JEFFERSON H. PARKER, TOWN ATTORNEY** JHP
KATHRYN M. SELLARS, ESQ.

DATE: **MAY 6, 2016**

RE: **CODE UPDATES FOR NUISANCES, INOPERABLE VEHICLES AND RECREATIONAL VEHICLES**

This memorandum outlines the substantive revisions to three sections of the Buena Vista Municipal Code: nuisances (with the exception of open burning), inoperable vehicles, and recreational vehicles. In addition to the revisions outlined in this memorandum, there were numerous minor revisions.

Nuisances

The nuisance sections of the Code, with exception of the open burning provisions, were substantially reorganized for easier use by staff and the public. Almost all definitions were combined into one section and the unnecessary definitions were eliminated. The administrative and abatement provisions (Sec. 7-2) were substantially revised to provide for a civil penalty and for more defined steps for enforcement and abatement. The advantage of a civil penalty is that the offending party is not entitled to a jury trial (which greatly simplifies the judicial process, resulting in lower costs to the Town) and a default judgment may be entered against a defendant for failing to appear in court after issuance of a citation. The disadvantage is that civil penalties must be under $500.00 and there is no threat of jail time to motivate a person to comply with the Town's requirements.

The enumerated nuisances have been slightly revised for clarification. Two nuisances were deleted from this Section: inoperable vehicles, discussed below, and an offensive and dangerous business, trade or condition. The first matter was simply modified and relocated in the Town code. The second item is better regulated through the Town's Zoning Code. Even in the most extreme cases, where a permitted use of property is causing a nuisance, it would still fall under the general nuisance definition in Section 7-1 and be subject to abatement and enforcement. In addition, pursuant to the memorandum you received from our office on noxious weeds, dated March 9, 2016, we have included a code provision implementing the minimum noxious weed requirements required by state law. Lastly, we have made revisions to the noise regulations, which should be reviewed to ensure that they meet the Town's needs for noise enforcement.

Inoperable vehicles

The provisions regarding inoperable vehicles were removed from Chapter 7 and moved to Chapter 8. Although inoperable vehicles are still nuisances and may be abated as such, they are better placed in Chapter 8 addressing other vehicle and traffic issues. Inoperable vehicles are currently referred to as junked or antique vehicles. The term "inoperable vehicle" is a more modern term and updates the Code. The inoperable vehicle regulations fall under the broader category of abandoned vehicles. The treatment of abandoned vehicles now depends on the location of vehicle; namely, whether it is located on private or public property.

We have also included clarifying provisions for towing and impoundment of vehicles. These provisions follow and reference the state statutes for towing and impoundment. The remaining provisions of the ordinance clarify references to junked or antique vehicles in other areas of the Code.

Recreational Vehicles

This ordinance addresses three topics: the occupancy and storage of recreational vehicles (RVs), tent camping, and the storage of trailers.

Staff requested significant updates to the current recreational vehicle regulations which were difficult to enforce. As dwelling units, recreational vehicles are only permitted to be occupied in the R-1 and R-2 zone districts and only for 14 days per calendar year. Only one RV may be occupied. The owner of the property on which the RV will be located must obtain a temporary use permit. The Board may also choose designated certain holidays, festivals or events as exempt from the 14 day maximum. The parking of the RV must be on an improved surface. Unoccupied RVs are also subject to certain regulations in the R-1 and R-2 zone districts. Any RVs, occupied or not, are not permitted in zones other than R-1 and R-2 zones, unless they are located in a RV park. In addition, per staff's request, tent camping on private property is prohibited. Trailers are subject to similar parking and storage restrictions as RVs.

We look forward to discussing any of these revisions with you at the BOT meeting. In the meantime, if you have any questions, please feel free to contact us.

TOWN OF BUENA VISTA, COLORADO
ORDINANCE NO. 7
(SERIES OF 2016)

AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, AMENDING CERTAIN SECTIONS OF CHAPTERS 16 AND 18 OF THE BUENA VISTA MUNICIPAL CODE REGARDING THE OCCUPANCY, PARKING, AND STORAGE OF RECREATIONAL VEHICLES; CAMPING ON PRIVATE PROPERTY AND STORAGE OF TRAILERS.

WHEREAS, the use of recreational vehicles for both temporary and permanent occupancy raises issues associated with the safety and health of those individuals residing in them;

WHEREAS, permitting long term residency in a recreational vehicle may have an adverse effect on the health, safety and welfare of those residing in permanent dwellings near the recreational vehicle;

WHEREAS, the Town desires to define when a recreational vehicle may be used as a temporary dwelling; and

WHEREAS, the Town also desires to address the parking and storage of unoccupied recreational vehicles and trailers and camping on private property to protect the health, safety and welfare for the citizens of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO:

Section 1. Section 16-4 of the Buena Vista Municipal Code is hereby amended by the addition of the following definitions:

Recreational Vehicle (RV) means a vehicular or portable unit mounted on a chassis and wheels, which either has its own motive power or is mounted on, in, or drawn by another vehicle, including but not limited to travel coaches, fifth wheel trailers, pop-up trailers, bed mounted truck campers, camping trailers, or motor homes. A recreational vehicle is not designed or intended for use as a permanent dwelling or sleeping place, but is to provide temporary living quarters associated with recreation, camping, or travel.

Trailer means any wheeled vehicle, without motive power, which is designed to be drawn by a motor vehicle and to carry its cargo load wholly upon its own structure and that is generally and commonly used to carry and transport property over the public highways or streets, and shall not include any vehicle or structure intended for human habitation.

Section 2. The definition of "Mobile Home" in Section 16-4 of the Buena Vista Municipal Code is hereby amended as follows:

Mobile home means a single-family dwelling unit with a living area of at least 500 square

feet or more, partially or entirely manufactured in a factory, built on a permanent chassis, and designed to be transported on streets to the place where it is to be occupied as a dwelling unit and built prior to the adoption of the National Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. sec. 5401 *et seq*.

Section 3. Section 16-4 of the Buena Vista Municipal Code is hereby amended by the deletion of the definition of travel trailer.

Section 4. Section 16-249 of the Buena Vista Municipal Code is hereby repealed and reinstated to read as follows:

Section 16-249. - Recreational Vehicles

(a) The use of RVs as temporary dwellings on commercial properties is prohibited.

(b) In any zone district, on properties used for residential purposes, an RV may only be used for temporary dwelling in accordance with this Section.

(1) An RV may be used as a temporary dwelling for guests of the owner or occupant of the property on which the RV is located if a permit is obtained from the Town. The permit must be obtained prior to the occupancy of the RV. Only three permits may be issued to an owner or occupant per calendar year and the owner or occupant must apply for the permit. Each such permit shall be for specifically designated days. A permit may be issued for any length of time but no more than fourteen (14) days. Once an RV has been issued a permit under this subsection, it may not be issued another permit under this subsection within the same calendar, regardless of whether the RV moves locations.

(2) The Board may permit occupancy of RVs for certain holidays, festivals or events without a permit and these days shall not be included in the fourteen (14) day maximum in subsection (1) above.

(3) Permits shall be displayed on the RV and be clearly visible from the adjacent right of way.

(4) Only one (1) RV at a time may be parked for as a temporary dwelling under this Section on a lot or parcel and must comply with all applicable setback requirements.

(5) It is unlawful to use an RV as a temporary dwelling on public property, public right of way or railroad right of way. The public right of way shall include the full width of the right of way which may be beyond the visible road surface.

(6) No electrical cords, extension cords, hose, cables, or any type of public service or utility connections may be made across or be extended across any public or railroad right of way or public property.

(7) No connections are permitted between a recreational vehicle and any public or private sewer or septic system, unless at a designated RV dump station.

(8) Discharge or grey water or sewage onto the ground is prohibited.

(c) In any zone district, an RV, which is unoccupied, may be parked and stored in accordance with this Section.

(1) RVs may only be parked or stored on public property or in the public right of way for a period not to exceed 72 hours, regardless of whether the owner of the RV is also the owner or occupant of the abutting property. The fact that the RV is moved along the same right of way, moved for the primary purpose of avoiding the 72 hour limitation, or moved away for any period of fewer than 24 hours, shall be ignored in determining whether or not an RV has remained parked for 72 hours or more.

(2) Notwithstanding any other provision of this Section, an RV may not be parked or stored in any manner that constitutes a public safety issue, including without limitation by blocking vehicular sight lines or creating unsanitary conditions.

(3) RVs may not be parked or stored in the railroad right of way, except that an RV may be parked in any designated public parking lot subject to the same restrictions on any other vehicle.

(4) Any RV parked or stored on a public right of way for longer than 72 hours pursuant to this subsection or parked or stored in the railroad right of way in violation of this Section shall be considered abandoned pursuant to this Code.

(5) Only one (1) RV may be parked or stored on private property at any given time. Private property shall not include the public right of way beyond the visible road surface.

(6) An RV must be parked or stored on an improved parking surface, including but not limited to, gravel, concrete, or asphalt. However, the RV may not be parked or extend onto the sidewalk, curb and/or gutter.

(7) A parked or stored RV may not be used for business operations, except as permitted through a Temporary Use or Temporary Vendor Permit, or the storage of waste materials.

(8) The parked RV must be operable and maintained as not to create a nuisance.

(d) It shall be prima face evidence that an RV is being occupied as a dwelling if any of the following are present:

(1) The use of any slide-out components of the RV;

(2) The use of awnings attached to the RV;

(3) Visible electric cords connected to the RV; or

(4) Visible water and/or wastewater lines connected to the RV.

(e) Any permit issued under this Section shall be approved by the Town Administrator or designee.

Section 5. Chapter 16 of the Buena Vista Municipal Code is hereby amended by the addition of the following new subsections:

Section 16-249.1 - Tent Camping on Private Property

Tent camping on private property is permitted for periods of no more than three consecutive days.

Section 16-249.2 - Trailers

(a) Trailers may not be parked or stored, unattached to a vehicle, on public property or in the public right of way for a period longer than 72 hours, regardless of whether the owner of the trailer is also the owner or occupant of the abutting property. The fact that the trailer is moved along the same right of way or is moved away for any period of fewer than 24 hours, shall be ignored in determining whether or not a trailer has remained parked for more than 72 hours.

(b) A trailer may not be parked or stored in any manner that constitutes a public safety issue.

(c) Any trailer left in the public right of way for more than 72 hours pursuant to this subsection or located in the railroad right of way for any period of time shall be considered abandoned pursuant to this Code.

(d) Trailers may not be parked or stored in the railroad right of way, except that a trailer may be parked in any designated public parking lot subject to the same restrictions any other vehicle. Trailers may be parked in a designate public parking lot for a longer period if permitted by the Town.

(e) Trailers may be parked or stored on private property and must be parked on an improved surface as defined in Sec. 8-41(c) of this Code. Only two (2) trailers may be stored on private property at any given time. Private property shall not include the public right of way beyond the visible road surface.

Section 6. Section 18-163 of the Buena Vista Municipal Code is hereby amended as follows:

Recreational Vehicle has the same meaning as in Chapter 16 of this Code.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 24th day of May, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Mayor, Joel Benson

ATTEST:

_____
Janell Sciacca, Town Clerk (SEAL)

TOWN OF BUENA VISTA, COLORADO

ORDINANCE NO. 8
(SERIES OF 2016)

AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, REPEALING AND REINSTATING ARTICLES III AND IV, CHAPTER 8 AND AMENDING SECTIONS 7-39, 16-4, 16-161, AND 16-243 OF THE BUENA VISTA MUNICIPAL CODE REGARDING ABANDONED AND INOPERABLE VEHICLES ON PUBLIC AND PRIVATE PROPERTY.

WHEREAS, the Town has encountered issues with enforcing its current regulations regarding inoperable and abandoned vehicles on both private and public property;

WHEREAS, the Board of Trustees recognizes the need to update to the Town's regulations to prevent the nuisance caused by inoperable and abandoned vehicles; and

WHEREAS, the Board of Trustees finds that updating the Town's inoperable and abandoned regulations is in the best interests of the Town and its residents.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO:

Section 1. Sec. 7-39 of the Buena Vista Municipal Code is hereby repealed.

Section 2. Article III, Chapter 8 of the Buena Vista Municipal Code is hereby repealed and reinstated as follows:

ARTICLE III PARKING OF VEHICLES

Sec. 8-41. - Definitions.

As used in this Article, unless the context otherwise requires:

(a) Abandoned vehicle means:

(1) Any motor vehicle left unattended on private property without the consent of the owner or lessee of such property;

(2) Any motor vehicle left unattended on public property, including any portion of a highway right-of-way, within the corporate limits of the Town, for a period of seventy-two (72) hours;

(3) Any vehicle that meets the definition of inoperable vehicle pursuant to Sec. 8-41(b); or

(4) Any motor vehicle stored in an impound lot at the request of its owner, the owner's agent or a law enforcement agency and not removed within

seventy-two (72) hours from the time the law enforcement agency notifies the owner that the vehicle is available for release upon payment of the applicable charges or fees.

(b) Inoperable vehicle means any vehicle that is mechanically or legally inoperable or requires repairs in order to be operable, or is unable to move under its own power. A presumption shall exist that vehicles are inoperable when:

(1) One (1) or more tires are flat or wheels missing;

(2) Components of the vehicle which are essential for its operation or control are missing, damaged or deteriorated; or

(3) Any vehicle that is not licensed and registered as required by Article 3, Title 42, C.R.S., for a period greater than thirty-one (31) days.

(c) Improved parking surface means concrete, asphalt, pavers, gravel, crushed rock or similar composite. The parking surface must be constructed to control dust, drainage and prevent spillage on to adjacent properties or public right of ways.

(d) Off highway vehicle shall have the same meaning as C.R.S. § 33-14.5-101.

(e) Public property means any real property having its title, ownership, use or possession held by the federal government, the State, County, Town or any other governmental entity of the State.

(f) Private property means any real property which is not public property.

(g) Screened means not visible by someone standing at ground level from outside of the property on which a subject vehicle is located. The placing, draping or securing of a tarpaulin or other non-rigid cover over or around an inoperable vehicle shall not be sufficient to comply with the requirements of this Article.

(h) Street or highway means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(i) Vehicle means a device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. Vehicle includes, without limitation, a bicycle, electrical assisted bicycle, or EPAMD (electric personal assisted mobility device), but does not include a wheelchair, off-highway vehicle, snowmobile, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air.

Sec. 8-42. - Parking on Private Property

The purpose of this Section is to limit and restrict the parking of vehicles within the Town on private property to provide restrictions to avoid injury and hazards to children and other attracted to such vehicles, devaluation of property values upon adjoining residents and property owners.

(a) Vehicles in a front yard must be on an improved parking surface or designated driveway. Vehicles parked in a side or rear yard shall be parked on an improved parking surface.

(b) It is unlawful and declared a nuisance to do any of the following:

(1) To park on landscaped surface or grass yard areas;

(2) To park, store, or accumulate or to permit the parking, storage or accumulation of inoperable vehicle(s) on private property within Town, except as otherwise permitted in this Article; or

(3) To park or store an abandoned vehicle, except as expressly allowed herein.

(c) Up to two (2) inoperable vehicles may be located on a residential property if they are parked in an enclosed building or in a side or rear yard and effectively screened from public view or adjacent properties.

(d) One motor vehicle which is a collector's item or parts car as defined in C.R.S. § 42-12-401 and which is licensed and stored in compliance with the provisions of state law, in particular C.R.S. § 42-12-401, is allowed. No more than one collector’s vehicle shall be kept outside of a building on any one property. Any inoperable collector's item or parts car shall be stored in a manner so that it is screened from the view of any adjacent street, alley or neighboring property.

(e) This Section shall not apply to a vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed towing service facility, in a licensed vehicle repair garage yard, in a licensed vehicle body repair shop, in a licensed fuel station yard, or in a licensed vehicle dealership yard, or any other lawful vehicle related business area.

Sec. 8-43. - Parking on Public Property

(a) It shall be unlawful to park or store an abandoned vehicle on any public property or public right of way, except as permitted by Sec. 8-43(b).

(b) It shall be unlawful to park or store any vehicle undergoing repair or work upon any public property or public right of way for a period in excess of twenty four (24) hours.

(c) The public right of way shall include the full width of the right of way which may be beyond the visible road surface.

<u>Section 3.</u> Article IV, Chapter 8 of the Buena Vista Municipal Code is hereby repealed and reinstated as follows:

ARTICLE IV TOWING AND IMPOUNDMENT OF VEHICLES

Sec. 8-71. - Definitions.

The terms in this Article shall have the same meanings as found in Article IV, Chapter 8 of this Code unless designated otherwise.

Sec. 8-72. - Applicability.

The provisions of this Article shall apply to the towing, impoundment and sale of abandoned motor vehicles within the Town. Except as expressly modified hereby, the provisions of C.R.S. § 42-4-1801 *et seq*., as amended, shall apply to the towing, impoundment and sale of abandoned motor vehicles found on public property within the Town and the provisions of C.R.S. § 42-4-2101 *et seq*., as amended, shall apply to the towing, impoundment and sale of abandoned motor vehicles found on private property.

Sec. 8-73. - Authority to tow and impound vehicles.

(a) Interference with traffic or street maintenance. Whenever any police officer finds a vehicle, attended or unattended, standing upon an portion of a street, alley or highway right-of-way within the Town in such a manner or under such conditions as to interfere with free movement of traffic or proper street, alley or highway maintenance, such officer is authorized to cause such vehicle to be removed and placed in storage in the Town's designated storage facility. The Town, the officer or anyone acting under the officer’s direction shall not be liable for any damage to any such vehicle occasioned by such removal.

(b) Abandoned vehicles on public property. Whenever any police officer finds a motor vehicle which he or she has reasonable grounds to believe has been abandoned standing upon any public property within the Town, such officer shall make a reasonable effort to locate the owner or lawful custodian of such vehicle and require such person to remove the vehicle. If the owner or lawful custodian fails to remove such vehicle within one (1) hour after receiving directions to do so, or if the owner or lawful custodian cannot reasonably be located, the officer shall require such vehicle to be removed and placed in storage in the Town's designated storage facility.

(c) Abandoned vehicles on private property. In the event of the abandonment of a vehicle on private property of another, the owner of such property shall notify the Police Department. The Police Department shall follow the procedures in C.R.S. § 42-4-2101 *et seq*., as amended.

Sec. 8-74. - Post-impoundment procedures.

The Town shall follow the post-impoundment procedures in C.R.S. § 42-4-1801 *et seq.*,

and C.R.S. § 42-4-2101 *et seq.*, as applicable and amended, including the procedures for any hearing requested by the owner of the towed vehicle. The hearing shall be conducted by the Municipal Judge.

Section 4. Sec. 16-4 of the Buena Vista Municipal Code is hereby amended by the deletion of the definitions of Antique Vehicle and Junked Vehicle and the addition of the following definition:

Inoperable Vehicle shall have the same meaning as Sec. 8-41 of this Code.

Section 5. Sec. 16-4 of the Buena Vista Municipal Code is hereby amended by the revision to the following definition:

Open sales lot or yard means an accessory use consisting of a defined area or site used exclusively for the retail display and sale of new or used motor vehicles, trailers, agricultural or other mechanized equipment or machinery, boats and recreational vehicles or equipment utilized in association with a principal retail commercial use, but excluding the display, stockpiling or keeping of junk or inoperable vehicles.

Section 6. Sec. 16-161(10) of the Buena Vista Municipal Code is hereby amended to read as follows:

Open sales yards for the retail sale of automobiles, trucks, boats, trailers, recreational vehicles, farm machinery and equipment, but excluding the unenclosed storage of inoperable vehicles or inoperable equipment or materials.

Section 7. Sec. 16-243 of the Buena Vista Municipal Code is hereby amended to read as follows:

Junkyards are prohibited in all zone districts within the Town. This prohibition shall apply to private as well as commercial lots and uses, and shall encompass the unenclosed storage of inoperable vehicles.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 24th day of May, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Mayor, Joel Benson

ATTEST:

_____
Janell Sciacca, Town Clerk (SEAL)

TOWN OF BUENA VISTA, COLORADO

ORDINANCE NO. 9
(SERIES OF 2016)

AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, REPEALING ARTICLES I, II, III, IV, V, VI, AND VII OF CHAPTER 7 AND REINSTATING ARTICLES I, II, III AND IV OF CHAPTER 7 OF THE BUENA VISTA MUNICIPAL CODE REGARDING NUISANCES AND NUISANCE ABATEMENT .

WHEREAS, the Town has had difficulty enforcing its current nuisance regulations;

WHEREAS, in particular, the Trustees would like to update and provide alternative methods of enforcement of the Town's nuisance regulations, including providing for a civil penalty and an order for abatement; and

WHEREAS, the Board of Trustees finds that updating the Town's nuisance regulations is in the best interests of the Town and its residents.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO:

Section 1. Articles I, II, III, IV, V, VI, VII of Chapter 7 of the Buena Vista Municipal Code are hereby repealed.

Section 2. Exhibit A to this Ordinance is hereby adopted.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this _____ day of _____, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Mayor, Joel Benson

ATTEST:

_____
Janell Sciacca, Town Clerk (SEAL)

Exhibit A to Ordinance No. 9

Chapter 7 – Health Sanitation and Animals

Article 1 –General Provisions

Sec 7-1. - Definitions
Abandon: to voluntarily surrender, relinquish or disclaim for a period of 30 days.

Blighted property: a property, building, mobile home, shed, fence, or other man-made structure where any of the following conditions exists:

(a) Conditions posing a serious threat to health, safety, and welfare of Town residents;

(b) Any structure open to the elements as a result of damage or decay; unable to provide shelter or serve the purpose for which it was constructed due to damage, dilapidation, or decay; or

(c) It is not being maintained to a significant degree, as evidenced by at least one of the following conditions:

(1) Missing, broken, or boarded windows or doors;

(2) Collapsing or deteriorating exterior walls, roofs, stairs, porches, handrails, railings, basement hatchways, chimneys, flues, or floors;

(3) Exterior walls which contain holes, breaks, or loose or rotting materials;

(4) Foundation walls which contain open cracks and breaks;

(5) Overhang extensions, including but not limited to canopies, marquees, signs, awnings, stairways, fire escapes, standpipes, and exhaust ducts, which contain rust or other decay;

(6) Vermin or insect infestations;

(7) Unmanaged and overgrown vegetation;

(8) Waste materials, dumping, clutter, garbage, junk, debris, inoperable vehicles or trash improperly stored or accumulated on the premises;

(9) Fences, broken or rotted boards or in an otherwise dilapidated condition;

(10) Any other exterior condition reflecting a level of maintenance which is an element leading to the progressive deterioration of the neighborhood;

(11) Is attracting illegal activity as documented in Police records;

(12) Is a fire hazard, as documented by the Fire Chief;

(13) Creates a substantial and unreasonable interference with the use and enjoyment of nearby premises, as documented by neighborhood complaints, police reports, cancellation of insurance on proximate properties, or similar circumstance; or

(14) A building or structure or part thereof that would not qualify for a certificate of occupancy if applied for, or which is deemed an unsafe or dangerous structure as defined by the applicable building code adopted by the Town, or any dwelling or unit that is designated as unfit for human habitation.

Brush: Woody shrubs not part of a planned and maintained landscape of either a highly structured manicured type or a natural appearance.

Construction Debris: Waste resulting from construction, remodeling, repair, or demolition operations.

Firewood: Any wood or wood product used or intended to be used as heating fuel in a residence. Painted or treated wood shall not be considered firewood.

Junk: Any property, object or other article having nominal salvage value, which has been left unprotected from the elements or in deteriorated condition, including, but not limited to any used machinery or parts; plumbing fixtures (sinks, toilets, pipes, valves, etc), vehicle parts, tires, household appliances and fixtures or parts thereof; household hardware or furnishings, wire; cable, building materials (wood, tile block, brick, etc.), or any other similar articles.

Landscape: Any combination of living plants and non-living landscape material (such as rocks, pebbles, sand, mulch, walls, fences, or decorative paving materials) in a managed and planned manner.

Litter: Any rubbish, waste material, refuse, garbage, trash, debris, excrement, urine, offal composed of animal matter or vegetable matter or both, or any noxious or offensive matter whatever, dead bird, dead fish, fishing line, bait, chemical, chemical compound, petroleum product or compound, automobile part or accessory, tire, wheel, junk, paper, cardboard, can, lid, bottle, cap, carton, wrapper, box, wooden object, plastic object, clothing, cloth, metal object, rubber object, leather object, hide, feathers, grass clippings, leaves, cut weeds, branches cut from trees or bushes, brick, cinderblock, building material, paint, concrete, sand, gravel, stone, glass, asphalt, ashes, cigarette, cigar, food or food product, solvent, dye, beverage and liquid except water, and other similar material.

Nuisance includes, but is not limited to:

(a) Any activity, operation, condition, building, structure, place, premises or thing which annoys, injures or endangers the comfort, health, repose or safety of the public;

(b) The conducting or maintaining of any business, occupation, operation activity, building or structure prohibited by statute or ordinance;

(c) Any building, structure or land open to or used by the general public, the condition of which presents a substantial danger or hazard to public health or safety;

(d) Any activity, operation or condition which, after being ordered abated, corrected or discontinued by a lawful order of a department or officer of the Town, continues to be conducted or continues to exist in violation of statute or ordinance or in violation of any regulation of the Town, County, or the State;

(e) Any illicit discharge or other lawful pollution or contamination of any surface or subsurface waters in the Town, or of the air or of any water, substance or material intended for human consumption;

(f) Any nuisance defined or declared as such by statute or ordinance; or

(g) Interfere with, obstruct or tend to obstruct, or render danger for passage on any street, alley, highway, navigable body of water or other public way or the use of public property.

(h) When, in the opinion of the Town Administrator or his/her designee, a nuisance exists which is not specifically enumerated in Municipal Code, The Town Administrator or his/her designee will make a determination of whether a nuisance in fact exists. Every thing, substance, or act which is determined by Administrator or his/her designee to be offensive, injurious or detrimental to the public health, safety or welfare of the Town shall be declared to be a nuisance and may be abated as provided in the Municipal Code.

Ornamental plants: Grasses, perennials, annuals, trees and/or groundcovers purposefully planted for aesthetic reasons.

Responsible Person: The person responsible for creating, allowing, correcting, or abating a nuisance pursuant to this Chapter. The responsible person includes the property owner and any person who causes or permits a nuisance to occur or remain upon property in the Town, and includes, but is not limited to, the owner, tenant or other responsible person entitled to control, use and/or occupy property where a nuisance occurs. In cases where there is more than one responsible person, the Town may proceed against one, some, or all of them.

Residential Property: Any lot, tract, parcel, land, or other property located within the Town, on which single or multifamily structures used as a residence or for human habitation exist, or any property that is located within an area that is zoned for residential uses by the Town.

Refuse container: An outdoor receptacle designed and intended to be used to hold refuse. A refuse container includes, but is not limited to, trash cans, trash dumpsters and similar containers.

Riparian buffers: Narrow strips of land bordering waterways protecting streams, rivers, or other bodies of water from runoff, erosion and provide wildlife habitat.

Turf-grass: A lawn comprised mostly of grasses commonly used in regularly cut and irrigated lawns, parks or play areas (such as but not limited to buffalograss, wheatgrass, fescue, and bromegrass blends).

Vegetation: A general term for all plants and living ground cover.

Waste Materials: Shall include all construction debris, garbage, junk, litter, refuse, rubbish, scrap, trash and similar items.

Weeds: Includes the following: (1) brush; (2) turf grasses in excess of twelve (12) inches in height and other vegetation grown in a rank or unsightly fashion; (3) bindweed, Canada thistle, common ragweed, dandelion, fireweed, milkweed, mustard, perennial sowthistle, Russian knapweed, Russian thistle, sandburs and any other similar plants and vegetation. The foregoing enumeration is not intended to be all inclusive, but rather is intended to be indicative of those types of plants which are considered a nuisance.

Xeriscape: A landscaping method developed especially for arid and semiarid climates that utilize water-conserving techniques (as the use of drought-tolerant plants, mulch, and efficient irrigation).

Sec. 7-2. - Inspection of Properties

(a) Authorized inspector. The Town Administrator shall have the power and authority to appoint and authorize any police officer, building inspector, code enforcement officer or other officer of the Town (including independent contractors engaged by the Town) to inspect and examine any public or private property in the Town for the purpose of ascertaining the nature and existence of any nuisance.

(b) Right of entry generally. Whenever necessary to make an inspection to enforce any of the provisions of this Chapter, or whenever an authorized inspector has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a nuisance hereunder, such inspector may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed on him or her; provided, however, that if such building or premises is occupied, such inspector shall first present proper credentials and request entry; and if such building or premises is unoccupied, he or she shall first make a reasonable effort to locate the responsible party having charge or control of the building or premises, and upon locating the owner, occupant or other person or persons shall present proper credentials and request entry. If entry is refused, the authorized inspector shall give the owner or occupant, or if the owner or occupant cannot be located after a reasonable effort, he or she shall leave at the building or premises, a written notice of intention to inspect not sooner than twenty-four (24) hours after the time specified in the notice. The notice given to the owner or occupant or left on the premises shall state that the property owner has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of a search warrant by a Municipal Judge, or by a judge of any court having jurisdiction.

(c) Search warrants. After the expiration of the twenty-four-hour period from the giving or leaving of such notice, the authorized inspector may appear before the Municipal Court or any other court with jurisdiction, and, upon a showing of probable cause by written affidavit, shall obtain a search warrant entitling him or her to enter the building or upon the premises. Upon presentation of the search warrant and proper credentials, or possession of the same in the case of an unoccupied building or premises, the authorized inspector may enter into the building or upon the premises using such reasonable force as may be necessary to gain entry.

(d) Probable cause for issuance of search warrant. For purposes of this Section, a determination of probable cause will be based upon reasonableness, and if a valid public interest and reasonable suspicion of violation justifies the intrusion contemplated, then there is probable cause to issue a search warrant. The person applying for such warrant shall not be required to demonstrate specific knowledge of the condition of the particular structure or premises at issue in order to obtain a search warrant, but must show some factual or practical circumstances that would cause an ordinarily prudent person to act. It is unlawful for any responsible party of the building or premises to deny entry to any authorized inspector or to resist reasonable force used by an authorized inspector, acting pursuant to this Section.

(e) Right of entry; emergencies. Whenever an emergency situation exists in relation to the enforcement of any of the provisions of this Chapter, an authorized inspector, upon a presentation of proper credentials or identification in the case of an occupied building or premises, or possession of the credentials in the case of an unoccupied building or premises, may enter into any building or upon any premises within the jurisdiction of the Town.

(1) In an emergency situation, such person or his or her authorized representative may use such reasonable force as may be necessary to gain entry into the building or upon the premises.

(2) For purposes of this Subsection, an emergency situation includes any situation where there is imminent danger of loss of, or injury or damage to, life, limb or property. It is unlawful for any responsible party of the building or premises to deny entry to any authorized inspector or to resist reasonable force used by the authorized official acting pursuant to this Section.

Sec. 7-3. - Penalty

(a) It shall be a civil infraction for any person to:

(1) Create, operate, maintain or conduct any nuisance as defined in this Code.

(2) Interfere with or prevent, or attempt to interfere with or prevent, the abatement of any nuisance pursuant to the provisions of this Code.

(3) Fail to abate a nuisance as specified in this Article.

(b) Any person who is found guilty of, or pleads nolo contendere to the commission of, the civil infraction shall be subject to a civil penalty of no more than $499.00. For each day, or portion thereof, during which any violation continues, a person may be cited for a separate civil infraction. The penalties specified in this Section shall be cumulative and nothing shall be construed as either prohibiting or limiting the Town from pursuing such other remedies or penalties, in an action at law or equity.

(c) The Municipal Court has the authority to order the abatement of the nuisance by the responsible party or parties, and may authorize the Town to abate the nuisance if the responsible party or parties fails to do so as ordered by the Municipal Court. If the Town proceeds to abate the nuisance as authorized by the Municipal Court, the Town shall be entitled to an order from the Municipal Court for recovery of its abatement costs, plus fifteen percent (15%) of the abatement cost for inspection, and any other additional administrative costs. If the cost of abatement is not paid, a lien may be placed upon any property on which the abatement was performed and shall have priority over all other liens, except general taxes and prior special assessments. The lien may be collected by any legal means, including certification to the Chaffee County Treasurer for collection in the same manner as taxes.

(d) A civil action to declare and abate a violation of this Chapter shall be brought in the name of the Town by filing a summons and complaint, which shall be verified or supported by an affidavit. A peace officer of the Town may serve a summons and verified complaint upon responsible party. The trial or hearing of such action shall be to the court.

(e) A notice of appearance shall be served with the summons and complaint. The appearance date shall be not less than seven (7) days from the date of service of the summons and complaint. The respondent shall file a response or answer on or before the appearance date specified in the notice of appearance. A hearing shall be held upon the appearance date, unless the court grants a continuance for good cause shown.

(f) Upon the date and time specified for appearance and hearing, if the respondent has not filed a response and fails to appear, and if the Town proves service was made on respondent at least seven (7) days prior to the appearance date, the court may grant such orders as are requested by the Town; except that, the court shall order that enforcement by the Town be stayed for ten (10) days and that a copy of the court's order be mailed to the respondent at respondent's last known address. Failure to appear at any hearing date shall be grounds for entering a default, and default judgment against the non-appearing party. Prior to enforcement, and upon good cause shown, the court may set aside any entry of default and the default judgment entered thereon.

Sec. 7-4. – Complaints of Nuisances

Complaints of nuisances may be made in writing to the Town Administrator or Code Enforcement Officer on forms provided by the Town. Whenever possible, any complaint shall state the nature of such nuisance, the street address, the name of the owner, occupant or responsible party of the building or lot, if known, and the name and address of the complainant.

Sec 7-5. – Abatement of Nuisances – Administrative

(a) This Section provides an alternative method for abating a nuisance to a Municipal Court action. An administrative abatement pursuant to this Section is not a prerequisite for a Municipal Court action, nor shall it preclude the issuance of a summons and complaint prior to, concurrently with or subsequent to an administrative abatement action.

(b) Whenever the Town Administrator or his or her designee determines that a nuisance exists in violation of this Code, he or she, or his or her designee, shall issue a Notice of Abatement to the responsible party or parties with the information required herein.

(1) The time for abatement of a nuisance posing an imminent danger of damage or injury to or loss of life, limb, property or health or where there is an illicit discharge shall not exceed twenty-four (24) hours.

(2) The reasonable time for abatement of all other nuisances shall not exceed seven (7) days unless it appears from the facts and circumstances that compliance could not reasonably be made within seven (7) days and that a good-faith attempt at compliance is being made.

(3) If the responsible party shall fail to comply with the notice for a period longer than that named in the notice, then the authorized inspector shall proceed to have the nuisance described in the notice removed or abated from the property described in the notice without delay; and the authorized inspector shall have the authority to call for any necessary assistance. In no event shall the notice described by this Section be required prior to issuance of a summons and complaint.

(c) Contents of notice. The Notice of Abatement issued pursuant to the provisions of this Section to the responsible party upon which a nuisance was discovered shall contain the following:

(1) The address and other description of the property upon which the nuisance was discovered;

(2) The name and address of the owner of the property upon which the nuisance was discovered as reflected in the county assessor records;

(3) The name and address of the occupant of the property upon which the nuisance was discovered, if known, and if different from the owner;

(4) A description of the thing or things or condition deemed to be a nuisance;

(5) The time in which the thing or things or condition are to be removed or abated from the property;

(6) A statement advising the responsible party that he or she may protest the determination of the authorized inspector with respect to any matters stated in the notice, by filing a written protest pursuant to this Section;

(7) A statement that, if the responsible party fails to comply with directions contained in the written notice or file a written protest thereto in the time allowed, the Town will enter the property, abate the nuisance described therein and assess the costs thereof to the owner of the property;

(8) A statement that, if the Town abates the nuisance, it shall be entitled to recover its abatement costs, plus fifteen percent (15%) of the abatement cost for inspection, and any other additional administrative costs; and

(9) A statement of the cost of abatement.

(d) Service of notice. The written notice to abate shall be served by:

(1) Personally delivering a copy of the notice to the owner of the property described in the notice if the owner also resides at the property;

(2) Personally delivering a copy of the notice to the non-owner occupant or resident of the property described in the notice and mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the owner as reflected in the county assessor records; or

(3) Mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the owner of the property described in the notice as reflected in the county assessor records if the property is unoccupied and by posting a copy of the notice in a conspicuous place at the unoccupied premises. Service of the notice shall be deemed complete upon the date of personal delivery or three (3) business days after the date of mailing as required herein.

(e) Costs of abatement. If the Town abates the nuisance, it shall be entitled to recover its abatement costs, plus fifteen percent (15%) of the abatement cost for inspection, and any other additional administrative costs. If the cost of abatement is not paid, a lien may be placed upon any property on which the abatement was performed and shall have priority over all other liens, except general taxes and prior special assessments. The lien may be collected by any legal means, including certification to the Chaffee County Treasurer for collection in the same manner as taxes.

(f) Abatement action. When a nuisance has not been voluntarily abated within the time specified in the notice to abate, the Town may proceed to abate the nuisance from the property and collect the costs specified in Subsection (5) above.

Sec. 7-6. – Appeals

For Administrative abatements set forth in Section 7-5 above:

(a) A written appeal of the determination of the existence of a nuisance may be appealed to the Town Administrator within the time set forth in the notice of abatement. The Appeal shall state the basis for the appeal and why the circumstances on the property do not constitute a notice.

(b) The Town Administrator shall promptly schedule a hearing on the appeal. During the pendency of the appeal, the order to abate shall be stayed.

Sec. 7-7 to 7-9 (reserved)

Article II – Nuisances

Sec. 7-10. - Flammable Liquids: storage or parking of tank vehicles

It shall be deemed a nuisance to store or cause to be stored or parked, except for unloading, any vehicle used for the purpose of storage of flammable liquids, gases, explosives or toxicants upon any streets, ways or avenues of the Town, or any other part of the Town except those areas zoned for such use.

Sec. 7-11. - Abandoned containers

(a) It shall be deemed a nuisance for any person to discard, abandon or leave in any place accessible to children any refrigerator, icebox, deep-freeze locker, stove, oven, trunk or any self-latching container having a capacity of one and one-half (1½) cubic feet or more, which is no longer in use, and which has not had the door removed or the hinges and such portion of the latch mechanism removed as to prevent latching or locking of the door, or to knowingly permit such a refrigerator, icebox, deep-freeze locker, stove, oven, trunk or self-latching container to remain on premises under his or her control without having the door removed or the hinges and such portion of the latch mechanism removed as to prevent latching or locking of the door.

(b) The provisions of this Section shall not apply to any vendor or seller of refrigerators, iceboxes, deep-freeze lockers, stoves, ovens, trunks or self-latching containers, who keeps or stores them for sale purposes in a showroom or salesroom ordinarily watched or attended by sales personnel during business hours and locked to prevent entry when not open for business, or if such vendor or seller takes reasonable precaution to effectively secure the door of any such refrigerator, icebox, deep-freeze locker, stove, oven, trunk or self-latching container so as to prevent entrance by children small enough to fit therein.

Sec. 7-12. - Stagnant water, contaminated or impure wells or cisterns

(a) Any cellar, vault, drain, sewer, pond of water, swimming pool or other place in this Town, that shall be noxious or offensive to others, or injurious to public health, through an accumulation or deposition of noxious, offensive or foul water, or other substances, or be conducive to the breeding of mosquitoes, shall be deemed a nuisance.

(b) Any well or cistern on any property within the limits of the Town, whenever a chemical analysis or other proper test, or the location of the same shows that the water of the well or cistern is probably contaminated, impure or unwholesome, shall be deemed a nuisance.

(c) Every person in possession of any premises or any part thereof, upon which there is located a well containing contaminated, impure or unwholesome water, shall abandon the use of the same and cause the same to be filled with earth or such other material as may be designated by the Town.

Sec 7-13. - Storage of Construction Materials

(a) It shall be deemed a nuisance for any person to store lumber or other construction materials, construction vehicles, and/ or construction equipment on any property not associated with a permitted building project being currently undertaken on the property. except as permitted by the Town pursuant to a Construction Permit. This Section shall not apply to construction vehicles parked at the residence of the owner.

(b) It shall be deemed a nuisance for any person to keep or store any construction materials and/or equipment, as described above, unless such materials are in an enclosed structure, covered, secured, or in some manner protected so as to prevent such materials and/or equipment from being blown, scattered about, or otherwise moved by wind, water, or other natural causes.

Sec 7-14. - Snow or Ice Deposits

(a) It shall be deemed a nuisance for any person to deposit, cause or allow any snow or ice to be deposited on or against any fire hydrant or traffic signal control device; or upon any sidewalk, street or roadway, loading and unloading area of a public transportation system, or designated emergency access, in a way that interferes with the safe and orderly flow of pedestrian or vehicular traffic or in any way obstruct or impede street or roadway drainage.

(b) The owners or occupants of property abutting upon or adjacent to sidewalks within the corporate limits of the Town shall at all times keep such sidewalks free and clear of snow and ice.

(c) In the event such owners or occupants fail to remove snow and ice from such adjacent sidewalks within twenty-four (24) hours of the accumulation, such condition shall be deemed a nuisance.

Sec 7-15. - Abandoned and Hazardous Bicycle

(a) Every bicycle left at any place to cause an immediate safety hazard or an obstruction to entry or exit to a building or a public right-of-way shall be deemed a nuisance. If the person in possession of the bicycle is not present or is unwilling or unable to provide for its immediate removal, the Town may remove and impound the bicycle.

(b) Every bicycle left abandoned as defined in this Chapter may be removed by Town staff and impounded.

Sec 7-16. - Airborne Nuisances

(a) It shall be deemed a nuisance for any person to allow the emission of air contaminants and/or odors that are detrimental to the health, comfort, safety or welfare of the public, that causes or tends to cause injury or substantial annoyance, interfere with the reasonable and comfortable use and enjoyment of property, or inconvenience to persons exposed thereto or causes or tends to cause damage to property.

(b) Any odor will be deemed to interfere with reasonable and comfortable use and enjoyment of property:

(1) When the air containments or odors rise above the threshold of the Air Quality Control Commission's Regulations; or

(2) When the Town receives five (5) or more complaints from individuals representing separate households within the Town within a twelve (24) hour period relating to a single odor description.

(c) To be considered an odor complaint a written complaint must be received by the Town and include, in addition to the written complaint required by Section 7-4:

(1) Name, address and phone number of complainant.

(2) Time and date of call.

(3) Description of odor nuisance, including estimated location or source of odor, and if possible, prevailing wind or weather conditions observed.

(d) The Town shall use reasonable efforts to investigate all complaints to verify the source of the odor.

(e) It is an affirmative defense to the alleged violation of this Section if the air contaminant or odor was caused by a condition or breakdown of a device, facility, or process that: (1) could not have been reasonably anticipated or prevented; (2) the facility owner or operator took immediate action to eliminate the upset condition and, if necessary, repair all equipment and devices that caused or contributed to the upset condition or breakdown; (3) the facility owner or operator notified the Town about the condition or breakdown within eight (8) hours of its occurrence; and (4) the facility owner or operator provided written detailed information describing the condition or breakdown and identifying the measures taken to correct it within three (3) working days of the occurrence.

(f) Rodeos, stock shows, tarring operations, other similar temporary events and activities of the Town are exempt from this section.

Section 7-17. - Blighted property

It shall be deemed a nuisance to cause or allow blighted property to be created or maintained in the Town.

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Section 7-18. - Firewood Storage

(a) Firewood may be stored upon residential premises solely for heating uses on the premises and not for resale. Firewood not stored in compliance with this Section shall be deemed a nuisance.

(b) The firewood shall be prepared for use and stored in neat and secure stacks, protected from bare soil or ground on a well supported, non-rotting base.

(1) Firewood may be stored in the front yard on residentially zoned property for a period of seven (7) days from the date of its delivery in order to be processed and transferred to side or rear yard for permanent storage.

(2) All brush, debris and refuse from processing of firewood shall be promptly and property disposed of and shall not be allowed to remain on the premises longer than seven (7) days after processing the firewood.

(3) Freestanding firewood stacks shall not be in excess of four (4) feet in height unless such stack is amply supported by a rack or structure designed for such storage. Where the firewood is so supported, the stack shall not be in excess of six (6) feet.

(4) Firewood must be stored on the owner's property.

(5) No firewood shall be stacked in a manner that encroaches into the public right-of-way, obstructs the view of drivers on public streets or private driveways.

Sec. 7-19. - Unlawful Disposal of Waste Materials

It shall be deemed a nuisance for any person to:

(a) Place, deposit, abandon, or discard any waste materials on public property, Town right-of-way, alley, river, lake, stream, ditch, or the private property of others without the property owners permission;

(b) Place, deposit, abandon, or discard within the Town limits, waste materials which were generated at a location outside the Town limits;

(c) Bury waste materials within the Town limits; or

(d) Discard or dump waste materials in a receptacle not designed or intended to be a refuse container.

Sec. 7-20. - Vehicles causing Litter

It shall be deemed a nuisance for any person to operate any vehicle within the Town, unless such vehicle is loaded, covered or secured so as to prevent any contents from being blown or deposited upon any street, alley or other public or private property.

Sec. 7-21. - Storage of Waste Materials

(a) No responsible person having the control, management or ownership of any property shall maintain any property where waste materials are permitted to accumulate in any manner that:

    (1) Becomes a nuisance;

    (2) Interferes with the health, safety or welfare of residents in the vicinity; or

    (3) Detracts from the aesthetic appearance, enjoyment or value of the property or any neighboring properties.

(b) All responsible parties shall ensure that all waste materials are covered, secured, or in some manner protected so as to prevent such materials from causing a nuisance, health, safety, or sanitation hazard by reason of being blown or scattered about by wind, children, animals, or any other means of dispersal.

(c) All responsible parties shall clean up spillage and overflows or waste materials immediately when they occur.

Sec. 7-22. - Refuse Containers

It shall be deemed a nuisance to violate any of the following:

(a) Refuse containers must not block or interfere with public rights of way or cause a nuisance for adjacent properties.

(b) Refuse containers with secured lids shall be used for handling, storing and disposing of waste materials to control odors, insects, rodents, animals, and other nuisance conditions.

Sec. 7-23. - Unlawful use of refuse container

It shall be unlawful for any person to intentionally or knowingly deposit, or to cause to be deposited, any waste material in a refuse container located on the property of another, or on public property, without the prior permission of the owner or person(s) in lawful possession of such refuse container.

Sec. 7-24. - Weeds

(a) It shall be deemed a nuisance for any responsible person to permit any growth of brush, weeds or unmanaged vegetation that:

(1) Constitutes a nuisance by collecting trash or debris;

(2) Creates a fire hazard;

(3) Harbors wildlife or pests that are hazards to public health or safety;

(4) Contributes to the spread of noxious weeds as identified on Lists A and B of the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101 et seq., as may be amended;

(5) Is a violation of the responsible party's duty under Section 7-25; or

(6) Creates an environment that could be injurious the public health by providing a habitat for vermin, insects and other pests.

(b) Growth of vegetation as an intentional nuisance is prohibited.

Sec. 7-25. - Duty of responsible party

(a) The responsible party has a duty to ensure that all landscaping is maintained in a healthy condition.

(b) Vegetation shall not intrude, impinge, invade or otherwise negatively adversely affect adjacent properties.

(c) Plants which have thorns, spines or prickles shall not encroach into public sidewalk or public right-of-way.

(d) No vegetation shall grow into the public right-of-way or private property such that it obstructs or physically interferes with a driver's view of approaching, merging, or intersecting traffic or pedestrian traffic or obstructs traffic signs and traffic control signs/devices.

(e) All vegetation should be managed so that it does not block or obstruct any fire hydrant.

(f) Responsible parties have a duty to clean and maintain vegetation from the rear property line to the center line of alleys.

(g) The portion of a dedicated public right-of-way between the street and the property line excepting the sidewalk shall be landscaped and maintained by the abutting property owner. Landscaping placed in the public right-of-way shall be managed not to interfere with snow removal, water drainage, public walking, site distances, repair of utilities, or contribute to the deterioration of streets.

(h) Turf grass shall be managed at a height of no more than twelve (12) inches.

(i) In order to retain certain Town properties in their natural states, Town-owned parks, open space, wetlands, and riparian buffers (stream beds or banks) are exempt from vegetation height requirements. Wetlands are exempt from the requirements.

(j) Aesthetic judgments shall not be a consideration nor play any role in determining non-compliance or compliance with this Section.

Sec 7-26. –Removal of vegetation debris

(a) All vegetation, weeds, shrubs, trees, brush, and any part thereof from the lot upon which the plant materials have been cut shall be immediately removed from the Town or otherwise entirely destroyed by the responsible party.

(b) No responsible parties shall allow or permit vegetation debris of any kind, including, but not limited to, weeds, grass, overgrown vegetation, dead trees, leaves, bushes or shrubbery, to be deposited into any street, gutter, curb, road, lane, cul-de-sac, highway, alley, open creek, stream, watercourse, public place, common ground or right-of-way. The responsible person(s) shall promptly dispose of debris by removal, or in such a manner as to not create a nuisance.

Sec. 7-27. - Noxious Weeds

(a) It shall be deemed a nuisance for any person to plant or permit the spread of noxious weeds as identified on Lists A and B of the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101 et seq., as may be amended.

(b) Every person shall destroy all noxious weeds on all lands which are under their ownership, occupation or control.

Sec. 7-28 to 7-34 (reserved)

ARTICLE III - Animals

Sec. 7-35. Definitions:

Animal: any wild or domestic living thing that is not a human being or plant.

Domestic Animal: an animal that lives in a tame condition.

Vicious Animal: any animal that, without provocation, bites or attacks persons or other animals; approaches any person or other animal with vicious or terrorizing behavior or an apparent attitude of attack, whether or not the attack is consummated or is capable of being consummated; or has acted in a manner that causes or should cause its owner or custodian to know that the animal is potentially vicious.

Wild Animal: an animal which is not customarily domesticated and which, because of its size, disposition, or other characteristics could constitute a danger to human life or property.

Fowl: a bird of any kind.

Bee: any stage of the common domestic honey bee, including any non-Africanized bee..

Livestock: Domesticated animals raised for agricultural purposes, excluding swine.

Swine: a domesticated pig or hog.

Sec 7-36. – Animal Permits

An animal permit is required as outlined in the table below. Even with a permit, the maximum number of animals allowed may not be exceeded as described below.

Animal type	Minimum number of animals requiring a permit	Maximum number animals allowed
Horses, cattle, goats, yaks and llamas	1	2 per 15,000 sq. feet
Bees	1 hive	2 hives
Fowl, excluding roosters	1	6 per acre of property
Dogs	5	8
Any other domestic animals not named above	No permit required	10

Sec 7-37. - Permit Application and Fees

(a) In order to obtain an animal permit, the following must be completed:

(1) Applications for a permit under this Article shall be made to the Town on the form(s) provided.

(2) If building a structure associated with an animal permit, a site plan showing the following:

a. Property lines with dimensions.

b. Setbacks for animal housing structures and feeding areas. Setbacks must comply with the Dimensional Requirements in the applicable zoning district.

c. Existing and proposed structures with perimeter dimensions, height and square footage.

d. All public rights of way abutting the property.

e. Description of all waste locations and how waste will be handled to avoid a public nuisance.

f. Location of feed storage and a description of how feed will be protected from tampering by or attracting wildlife.

g. Clear Sight Triangle needs to be denoted.

(c) Animal housing structures, pens, runs and feed storage larger than 200 square feet shall not be located within the front yard.

(d) All animal fencing, containment and housing structures shall comply with any applicable regulations governing accessory structures and building codes.

(e) If applicable, the permittee shall ensure all approvals from any homeowners association. Town issuance of a permit shall not be deemed to negate any homeowner's association approval.

(f) Except for Special Permits as provided for in Section 7-40, each permit shall be valid through the end of the calendar year in which it was issued, and no permit shall be issued absent the payment of a nonrefundable fee in an amount established by the Town. Permittees must apply for a renewal of the permit prior to the beginning of each calendar year.

Sec 7-38. - Other Standards for Domestic Animals, Fowl and Livestock

(a) **Domestic Animals:** The number of domestic animals that a person may keep on his/her property in the Town is designated in Sec. 7-36, except that a litter of any size may be kept for a period of time not exceeding four (4) months from birth.

(b) **Swine:** It shall be unlawful for any person to keep any swine within the Town.

(c) **Honeybees:**

(1) Only one hive is permitted per every 1000 sq. ft. Regardless of the size of the property, no more than two (2) hives are permitted per each parcel of property.

(2) Hives are permitted to only have one colony each.

(3) Hives may not be located within 25 feet from any lot line, unless the hives satisfies subsection (6) below.

(4) Hives are permitted on residential property only.

(5) Hives shall be made of a movable frame.

(6) Hives that are located within twenty (20) feet of a property line shall be screened at the property line by a six (6) foot solid fence, wall or other barrier, which may be vegetative. The screen shall extend at least twenty (20) feet in both directions from the point on the property line, or lines, where the hive is the closest to the property line. Vegetative screening shall be planted or maintained so as to form a continuous, unbroken, solid screen prior to the establishment of the hive. The screened area must be in compliance with the other fence requirements set forth in Chapter 18 of this Code.

(d) **Domestic Fowl**: Subject to the numerical limitations in Sec. 7-36, fowl may be kept on any property subject to the following restrictions:

(1) Roosters are prohibited.

(2) The keeping of fowl and sale or barter of eggs shall be compliant with the Town's zoning regulations and any applicable state law.

(3) Raising of fowl for fighting purposes is prohibited.

(4) Fowl must be kept in enclosures or fenced areas at all times and confined to the property. During daylight hours, fowl may be allowed outside of their enclosure in a securely fenced yard but may not run at large. The securely fenced yard must include a fence of at least six (6) feet tall that is also in compliance with the other fence requirements set forth in Chapter 18 of this Code. Fowl shall be secured in an enclosure meeting the following requirements during the non-daylight hours.

(5) Fowl may be used for meat consumption. Slaughtering shall be permitted on site as long as it done not pose a health, nuisance or safety risk to adjoining residents. The disposal of hens that no longer lay eggs shall occur off site.

Sec. 7-39. - Zoning compliance.

In addition to the requirements of this Article, the keeping of domestic animals, livestock and fowl shall comply with the Town's zoning regulations.

Sec. 7-40. - Special permits.

Permission to keep livestock and/or fowl in Town on a temporary basis, for a period not to exceed twenty-four (24) hours in duration, may be obtained without the payment of a permit fee by calling the Town during business hours on weekdays or the Police Department on weekends or holidays and requesting that such permission be given. Such permission must be obtained prior to the time when the temporary keeping is to commence and shall be in writing.

Sec 7-41. - Revocation or denial of permits

(a) An application for a permit under this Article may be denied or a permit under this Article may be revoked if the Town finds:

(1) The permitted animals present a risk to public health or safety; or

(2) That a violation of this Article has occurred or is ongoing or the permittee has failed to comply with terms and conditions of a currently issued or previously issued animal permit.

(b) Denial of Application

(1) A written notification of a denial shall be sent via mail to the applicant explaining the reason for the denial.

(2) A written appeal of the denial may be made to the Town Administrator. The appeal process provides an opportunity for the applicant to raise any objections to the denial of the permit. The appeal must be requested, in writing, to the Town Administrator within 10 (ten) days after the date of denial notice. If the applicant does not desire to appear in person, statements in writing may be submitted for consideration. The Town Administrator shall promptly make a decision regarding the appeal and such decision shall be final.

(c) Revocation of a Permit

(1) Revocation of a permit may only occur after written notice is mailed to the permit holder providing the basis for possible revocation. The notice should include an

opportunity to request a hearing before the Town Administrator within 10 days of the date of the notice.

(2) If no written request for a hearing is received by the Town within the time set forth herein, the Town Administrator shall render a decision on the revocation. If a request for a hearing is timely made, the Town Administrator shall promptly conduct a hearing on the revocation. After the hearing, the Town Administrator shall render a decision on the revocation. Any decision of the Town Administrator shall be final.

Sec 7-42. - Animal Nuisances

It shall be deemed a nuisance for any person to own, keep, possess or maintain an animal in such a manner as described in this Section.

(a) Having an animal that disturbs the rights of, threatens the safety of, injures a member of the public, or interferes with the ordinary use and enjoyment of their property.

(b) Permitting an animal to damage the property of another.

(c) Maintaining animals in an environment of unsanitary conditions or lack of cleanliness which results in offensive odor, is dangerous to the public health, welfare or safety, or increases transmission of disease.

(d) Causing an airborne nuisance subject to the provisions of Sec. 7-16 of this Code.

(e) Allowing or permitting an animal to bark, growl, whine, howl, crow, cackle, or cause noise in an excessive, continuous or untimely fashion so as to interfere with the reasonable use and enjoyment of neighboring premises.

(f) Maintaining an animal that is diseased and dangerous to the public health.

(g) Maintaining an animal that repeatedly chases or snaps at pedestrians, joggers, bicycles, vehicles or other animals.

(h) Failing to remove feces deposited by any animal on any public street, sidewalk, gutter, park or other publicly owned property or private property unless the owner of the property has given permission allowing such use of the property. This subsection shall not apply to visually impaired persons who have charge, control or use of guide dogs or persons using dogs.

(i) No owner shall permit any animal to enter or remain upon the premises of another within the Town without the consent of the person owning, occupying or lawfully in control of such premises.

Sec 7-43. - Destroying a Vicious, injured or diseased animal

(a) Whenever any animal is so injured or diseased and is suffering, and when such animal is imminently near death, then Town law enforcement, acting in good faith, may immediately destroy such animal without the consent of the owner.

(b) Law enforcement may destroy any animal when the animal poses immediate threat to human life.

Sec 7-44. - Vicious animals

(a) No person shall have, keep, maintain or have in their possession or under their control any vicious animal within the Town.

(b) In determining the viciousness of an animal, the Town or a court may take into consideration the severity of the vicious or dangerous nature of the animal, including prior history of the animal, and prior history of the owner related to animals in his or her possession.

(c) If a court finds an animal to be vicious, the following is a non-exclusive list of sanctions that may be imposed:

(1) Obedience training.

(2) Community service work at an animal sheltering facility.

(3) Require a muzzle, shortened leash or other means to secure animal when off premises.

(4) Construct a secure enclosure to prevent escape. It shall be constructed to totally confine the animal upon the owner's property prevent contact with persons or animals owned by others.

(5) Removal of animal from Town limits.

(6) Spay or neuter the animal.

(7) Euthanasia of the animal.

Sec. 7-45. - Wild Animals

(a) No person shall maintain or have in their possession or under their control any wild animals.

(b) Sale of wild animals is prohibited. It shall be unlawful for any person, firm or corporation to sell or offer for sale any wild animal within the limits of the Town.

(c) It shall be unlawful to intentionally feed wild animals

Sec 7-46. - Animal Cruelty

(a) It shall be unlawful and deemed a nuisance for any person to needlessly beat, inflict violence upon, or needlessly kill, neglect, mistreat, overwork, torture or mutilate, or to otherwise treat in a cruel, dangerous or inhumane manner, any animal, or to cause or allow any of such acts to be done.

(b) It shall be unlawful and deemed a nuisance for any person to leave an animal in an unattended vehicle either without adequate ventilation or in any manner which subjects the animal to extreme temperatures that are dangerous or detrimental to the animal's health or welfare.

(c) It shall be unlawful and deemed a nuisance for any person having care, custody or control of any animal to fail to provide such animal with food sufficient for the species, potable water and adequate shelter from the weather, or to cause or allow any of such acts to be done.

(d) It shall be unlawful and deemed a nuisance for any person to abandon any animal or to cause an animal to be abandoned.

(e) It shall be unlawful and deemed a nuisance for any person to keep or cause to be kept any place where any fowls or any animals are suffered to fight upon exhibition, or for sport upon any wager.

Sec. 7-47 to 7-52 (reserved)

Article IV - Noise

Sec. 7-53. - Definitions

Plainly audible: any sound that can be detected by a person using his or her unaided hearing faculties.

Sec. 7-54. - General Provisions

(a) It shall be a nuisance for any person to make or cause to be made any unreasonable noise. Noise shall be deemed to be unreasonable and deemed a nuisance when it disturbs, injures or endangers the peace or health of another or when it endangers the health, safety or welfare of the community.

(b) The following acts, although not considered to be exclusive, are declared to be violations of this Article:

(1) The use of a sound producing device in such manner or with such volume at any time and place so as to disturb, destroy or endanger the comfort, repose, or peace

of other persons. Evidence of such disturbance shall be if sound producing device is plainly audible at a distance of 150 feet in any direction from the device.

(2) Noise produced from the excavation, erection, demolition, alteration, or repair of any buildings, structure, property or streets between the hours of 9:00 P.M. and 7:00 A.M., except as provided for below as an exemption.

(3) The non-emergency use of engine compression braking systems within Town limits.

(4) Outside musical performances at a public or private event between the hours of 10:00 P.M. and 8:00 A.M. without a special event permit by the Town expressly allowing for the performance outside of such hours.

Sec. 7-55. - Exemptions

Sounds from the following sources shall be exempt from the prohibitions specified herein:

(a) All safety signals, alarms, warning devices or any other device used to alert persons to any emergency or used by law enforcement or emergency activities.

(b) The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside of daytime hours.

(c) Snow removal equipment operated within the manufacturer's specifications and in proper operating condition when being used to remove snow.

(d) Events conducted by and on the site of a school or educational institution and municipal institutions.

(e) Events permitted pursuant to this Article or events sponsored by the Town.

(f) Construction or repair work which must be done to address an emergency health or safety concern and that cannot be accomplished during daytime hours and which is not work which includes normal maintenance and repair.

(g) Locomotives, railroad equipment and aircraft which the Federal government has exclusive authority to regulate.

Sec. 7-56. - Nonresident property owner culpability

(a) A nonresident property owner who, after notice, fails to take reasonable steps to prevent subsequent violations of this Article by the tenant shall be liable for violations of this Article.

(b) Prior to issuing a summons and complaint to a nonresident property owner, the Town must provide written notice stating that the tenant has been issued a summons and complaint for a violation of Article, specifying the violation.

Sec. 7-57. – Enforcement

(a) No person who has been in lawful possession of property shall knowingly permit a violation of this Article by another person on such property.

(b) Each time an enforcement officer is called to a scene of a noise complaint shall be deemed to be a separate offense.

Sec. 7-58. - Special Permit

(a) Any person may apply to the Town for a permit to be allowed to hold a special event that would typically violate the provisions of this Article. The applicant shall provide a list of property owners within two hundred fifty (250) feet of the site(s) where the activity is to occur. The Town shall provide at least ten (10) days written notice prior to issuing the permit to the property owners and residents within two hundred fifty (250) feet.

(b) For good cause shown, including without limitation, the likelihood of disturbance to nearby property owners and past Code violations of the applicant, the Town Administrator may either grant or deny the permit.

(c) If the permit is granted, Town Administrator may impose conditions on it.

(d) An applicant may appeal the decision of the Town Administrator to the deny the permit to the Board of Trustees in writing within five days of the Town Administrator's decision; provided there is a regularly scheduled Board of Trustees' meeting prior the event. Otherwise, there shall be no right of administrative appeal of the Town Administrator's decision.

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643
Fax: (719)395-8644

DATE: May 20, 2016

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Clerk

AGENDA ITEM: AN ORDINANCE CREATING AN ENTERTAINMENT DISTRICT AND AMENDING CHAPTER 6 OF THE BUENA VISTA MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE VI COMMON CONSUMPTION AREAS

Request
Ordinances #11, Series of 2016, is presented for the Board of Trustees to consider regarding establishment of an Entertainment District on East Main Street between Tabor Street and North and South Court Streets. The Ordinance also creates the rules and regulations for an associated Common Consumption Area.

Overview
On April 12 and again on April 26, a group of East Main business and liquor establishment owners approached the Board of Trustees requesting the Town establish an Entertainment District for East Main Street as authorized by C.R.S. § 12-47-301. On April 26 the Board of Trustees directed Staff to prepare an ordinance for consideration. Ordinances #11 would establish the East Main Street Entertainment District between Tabor Street and North and South Court Streets and also set forth the rules and regulations.

Staff conducted research on this matter reviewing similar ordinances and/or resolutions and applications forms adopted by multiple Colorado jurisdictions that have Entertainment Districts including Salida, Crested Butte, Fruita, Westcliffe, Greeley and Glendale.

Analysis
Entertainment Districts have been in existence since 2011. The main objective is to create an area that allows patrons of licensed establishments to purchase and remove alcoholic beverages from an establishment and take them into a Common Consumption Area that is only active during events with specific dates/times that are approved by the local licensing authority. Common Consumption areas are typically bordered by retail, food, lodging, recreational, and other sales and service related businesses. While alcoholic beverages may not be introduced into these businesses, the District and Common Consumption Area does allow of-age-adults to consume alcoholic beverages while in a designated area surrounding them and in turn go in and shop when appropriate. Therefore, the Entertainment District and Common Consumption Area can positively impact those non-alcohol related businesses that may not be able to otherwise participate in a Special Event which is often limited to a much smaller area and event that is granted to a non-profit organization. The Entertainment District can help engage citizens and visitors, foster connections, increase the overall impact of an event, and improve the quality of life in Buena Vista making it an even more desirable place to live, work, and play.

Town Staff does not expect a significant financial impact and the Town Clerk's time spent processing any application(s) will be offset by associated application, certification and attachment fees which will be set by Resolution. Required security measures (signs, physical barriers, security personnel, etc) and insurance expenses are the obligation of the Promotional Association which will be established and comprised of one member of each the licensed premises attached to the Common Consumption Area.

The Town Attorney has provided a detailed legal analysis for your information which is attached to this memo.

Policy Alignment
Economic Vitality – Cooperation with Town businesses for financial prosperity
Community – Engaged citizens and visitors; Bustling downtown and improved quality of life
Environment – Friendly place; Increased desire for people to want to live, work and play in BV

BOT Action
Approve or deny Ordinance #11 as presented creating an Entertainment District for downtown Buena Vista.

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Ryan S. Malarky
Kathryn M. Sellars
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M. Keith Martin

TOWN OF BUENA VISTA
MEMORANDUM

TO: **MAYOR AND TRUSTEES**
BRANDY REITTER, TOWN ADMINISTRATOR
JANELL SCIACCA, TOWN CLERK
MARK DOERING, PRINCIPAL PLANNER

FROM: **JEFFERSON H. PARKER, TOWN ATTORNEY** JHP
KATHRYN M. SELLARS, ESQ.

DATE: **MAY 19, 2016**

RE: **ENTERTAINMENT DISTRICTS**

This memorandum addresses the creation of entertainment districts, certification of promotional associations, and the designation and management of common consumption areas as background for the ordinance being considered by the Board at its May 24, 2016 meeting.

During the 2011 legislative session, the Colorado General Assembly amended the Colorado Liquor Code by the adoption of SB 11-273, which specifically authorized local governments to allow common consumption areas for consumption of alcohol within what are referred to as entertainment districts. Such common consumption areas are liquor licensed areas, contemplating the carrying of alcohol beverages purchased at retail within the areas or at licensed premises approved for attachment to the common consumption area.

An entertainment district is an area, designated by the municipal governing body, located within a municipality designated as such comprising, at the time of its creation, no more than one hundred (100) acres and containing at least twenty thousand (20,000) square feet of premises licensed as a tavern, hotel and restaurant, brew pub, distillery pub, retail gaming tavern, vintner's restaurant, beer and wine licensee, manufacturer operating a sales room or a beer wholesaler operating a sales room. C.R.S. § 12-47-103(7.5). A governing body of a local licensing

authority may create, through ordinance or resolution, an entertainment district. C.R.S. § 12-47-301(11).

A common consumption area is defined as "an area designed as a common area in an entertainment district approved by the local licensing authority that uses physical barriers to close the area to motor vehicle traffic and limit pedestrian access." C.R.S. § 12-47-103(6.6). The ordinance or resolution creating the entertainment district may impose stricter limits than required by the statute on the size, security, or hours of operation of any common consumption area created within the entertainment district. C.R.S. § 12-47-301(11)(b). For instances, a local licensing authority could require a promotional association to seek prior approval of each event during which the common consumption area will be utilized.

A promotional association is an association incorporated in Colorado that is organized or authorized by two or more people who own or lease property within an entertainment district, with the purpose of organizing and promoting entertainment activities within a common consumption area. C.R.S. § 12-47-103(24.5). A local licensing authority certifies promotional associations. C.R.S. § 12-47-301(c). Certified promotional associations may operate common consumption areas within entertainment districts and may authorize the attachment of a licensed premises to the common consumption area, subject to review and approval by the local licensing authority. *Id*. To become certified, a promotional association must:

1. Have a Board of Directors;

2. Have at least one (1) director from each licensed premises attached to the common consumption area on the Board of Directors; and

3. Agree to submit an annual report to the local licensing authority containing the following information:

    a. a detailed map of the boundaries of the common consumption area;

    b. the common consumption area's hours of operation;

    c. a list of the attached licensed premises;

    d. a list of the officers and director of the association;

    e. a description of the security arrangements within the common consumption areas; and

    f. disclosure of any violation of the Colorado Liquor Code committed by any attached licensed premises.

C.R.S. § 12-47-301(c)(II)(A)-(C).

The local licensing authority may refuse to certify or may decertify a promotional association if the promotional association:

1. Fails to submit the annual report as described above;

2. Fails to establish that the licensed premises and the common consumption can be operated without violating the Colorado Liquor Code;

3. Fails to have at least two licensed premises attached to the common consumption area;

4. Fails to obtain and maintain a properly endorsed general liability and liquor liability insurance policy acceptable to the local licensing authority that names the local licensing authority as an additional insured; or

5. Violates any provision contained in C.R.S. § 12-47-909, concerning prohibited acts within a common consumption area.

C.R.S. § 12-47-301(11)(c)(III).

At the time of the certification of the promotional association, the local licensing authority approves the common consumption area and may impose any conditions on the management and operation of that area, including when the common consumption area may be in use. In addition, a liquor licensed premises must obtain authorization from the local licensing authority to attach its premises to the common consumption area. C.R.S. § 12-47-301(11)(d). Attachment to a common consumption area is necessary for a licensed premises to serve alcohol within the area or to allow alcohol from the licensed premises to be taken into the common consumption area. *See* C.R.S. § 12-47-301(11)(e). The local licensing authority may refuse to authorize, may refuse to reauthorize or may deauthorize the attachment if:

1. The licensed premises is not within or on the perimeter of the common consumption area;

2. The licensee fails to obtain or retain authority to attach to the common consumption area from the certified promotional association;

3. The licensee fails to establish that the licensed premises and the common consumption area can be operated without violating the Colorado Liquor Code or creating a safety risk to the neighborhood; or

4. The licensee violates any provision contained in C.R.S. § 12-47-909 (concerning prohibited acts within a common consumption area).

C.R.S. § 12-47-301(11)(e)(II).

Pursuant to C.R.S. § 12-47-909, a promotional association or an attached licensed premises shall not:

1. Employ a person to serve alcohol or provide security within the common consumption area unless that person has completed the server and seller training program established by the state;

2. Sell or provide an alcohol beverage to a customer for consumption within the common consumption area but not within the licensed premises in a container that is larger than sixteen (16) ounces;

3. Sell or provide an alcohol beverage to a customer for consumption within the common consumption area but not within the licensed premises unless the container is disposable and contains the name of the vendor in a least twenty-four point font;

4. Permit customers to leave the licensed premises with an alcohol beverage unless it complies with the two provisions regarding containers discussed in the paragraphs 2 and 3 above;

5. Operate the common consumption area during hours when the licensed premises cannot sell alcohol;

6. Operate the common consumption area in an area with a size that exceeds the maximum size authorized by state or local law;

7. Sell, serve, dispose of, exchange or deliver or permit the sale, serving, giving or procuring of an alcohol beverage to a visibly intoxicated person or a person known to be a habitual drunkard;

8. Sell, serve, dispose of, exchange or deliver or permit the sale, serving, giving or procuring of an alcohol beverage to a person who is under twenty-one (21) years of age; or

9. Permit a visibly intoxicated person to loiter within the common consumption area.

C.R.S. § 12-47-909(1)(a)-(i). Additionally, a promotional association shall remove all alcohol beverages from the common consumption area at the end of the hours of operation. C.R.S. § 12-47-909(2).

A local licensing authority may establish application procedures and impose a fee in an amount designed to reasonably offset the cost of implementation of the common consumption area licensing scheme. C.R.S. § 12-47-301(11)(f). More specifically, the local licensing authority may establish application procedures for the certifying of promotional associations and the authorization of licensed premises attachment to a common consumption area and establish and impose reasonable fees related to those application procedures. Id. These application procedures are detailed in the ordinance provided to the Board.

In summary, the following are the primary steps that would occur for the initial creation of an entertainment district with at least one common consumption area:

Step 1: The local governing body creates the entertainment district by ordinance.

Step 2: The local governing body adopts by ordinance the procedures for certification of a promotional association and designation of the common consumption area.

Step 3: The local licensing authority considers an application of a promotional association and the designation for a common consumption area.

Step 4: The local licensing authority approves, approves with additional conditions and terms, or denies an application.

As always, if you have any questions or concerns, please do not hesitate to contact us.

TOWN OF BUENA VISTA, COLORADO

ORDINANCE NO. 11
(SERIES OF 2016)

AN ORDINANCE CREATING AN ENTERTAINMENT DISTRICT AND AMENDING CHAPTER 6 OF THE BUENA VISTA MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE VI CONCERNING COMMON CONSUMPTION AREAS.

WHEREAS, the Town of Buena Vista, Colorado (the "Town") is a statutory town under the laws of the State of Colorado;

WHEREAS, pursuant to C.R.S. § 12-47-301, the Town is authorized to create an entertainment district in which common consumption areas for alcoholic beverages may be designated and managed by certified promotional associations upon approval by the local licensing authority;

WHEREAS, the Board of Trustees desires to amend the Buena Vista Municipal Code to establish an entertainment district and provide for the certification of promotional associations and designated of common consumption areas; and

WHEREAS, the Board of Trustees finds that the creation of an entertainment district will enhance the community's quality of life and provide opportunities to engage in more activities, uses, events and socializing in the historic downtown area, and will enhance the economic vitality of downtown retail shops, taverns, hotels and restaurants, beer and wine bars, distilleries and other businesses.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO:

Section 1. Chapter 6 of the Buena Vista Municipal Code is amended by the addition of a new Article VI as follows:

Article VI - Entertainment Districts

Sec. 6-111. - Purpose

It is the purpose of this Article for the Town to exercise its local option to allow common consumption areas in the Town by establishing an entertainment district as provided in C.R.S. § 12-47-301(11), as it may be amended. The standards adopted herein shall be considered in addition to all other standards applicable to the issuance of licenses under the Colorado Liquor Code and this Code.

Sec. 6-112. - Authority

(a) The local licensing authority shall be authorized to: certify and decertify promotional associations; designate the location, size, security, and hours of operation of common consumption areas; and allow attachment of licensed premises to common consumption areas consistent with this Article and the provisions included herein.

(b) The local licensing authority shall have the authority to impose reasonable conditions on the licensing of common consumption areas, the certification of promotional associations, and the attachment of licensed premises to common consumption areas.

Sec. 6-113. - Definitions.

As used in this Article, the following words shall have the meanings ascribed below:

Common Consumption Area means an area designated for the consumption of alcohol beverages, located within the entertainment district and approved by the local licensing authority that is closed to motor vehicle traffic and which has limited pedestrian access.

Entertainment District means an area within the Town that is designated as an entertainment district of a size no more than 100 acres and containing at least 20,000 square feet of premises licensed as a tavern, hotel and restaurant, brew pub, distillery pub, retail gaming tavern, vinter's restaurant, beer and wine licensee, manufacture that operates a sales room, beer wholesaler that operates a sales room, or limited winery at the time of its creation.

Local Licensing Authority means the Board of Trustees of the Town of Buena Vista.

Promotional Association means an association that is incorporated in Colorado that organizes and promotes entertainment activities within a common consumption area and is organized or authorized by two or more persons who own or lease property within the entertainment district.

Sec. 6-114. - Creation of Entertainment District and General Requirements.

(a) In order to exercise the Town's local option to allow common consumption areas in the Town and to effectuate the purposes and intent of C.R.S. § 12-47-301(11), there is hereby designated the "Town of Buena Vista East Main Street Downtown Entertainment District" whose boundaries include all land, inclusive of rights of way, located and as show on the map attached to hereto as Exhibit A.

(b) Properties may be included or excluded from the entertainment district by resolution of the Board of Trustees. By establishing the entertainment district, the Town authorizes the licensing of designated common consumption areas in which alcoholic beverages may be sold and consumed subject to the requirements of this Article, this Code and the Colorado Liquor Code.

Sec. 6-115. - Application for certifying a promotional association.

(a) Once certified by the local licensing authority as a promotional association, the association may operate a common consumption area within an entertainment district and authorize the attachment of a licensed premises to the common consumption area, subject to approval by the local licensing authority. Application for attachment of a licensed premises to the common consumption area by a certified promotional association shall be made in a manner consistent with the provisions of this Article and include, but not be limited to, the following information:

(1) A copy of the articles of incorporation and bylaws and a list of all directors and officers of the promotional association. A member of each licensed premises shall serve as one (1) of the directors on the board of the promotional association which shall have at least two (2) licensed premises attached to the common consumption area.

(2) Application and license fees;

(3) Documentation of how the common consumption area addresses the reasonable requirements of the neighborhood and desires of the adult inhabitants, as evidenced by petitions, written testimony or otherwise.

(4) Proposed hours, dates and days of operation of the common consumption area.

(5) A site plan detailing the proposed common consumption area including, without limitation, the following information: boundaries and size of the area, location and description of physical barriers, location of all entrances and exits, location of all attached licensed premises and location of signs to be posted notifying customers of the hours of operation and restrictions associated with the common consumption area. The boundary of the common consumption area shall not exceed the boundary of the area approved as the entertainment district within which the common consumption area is located, but may be a smaller area within the entertainment district at any time, provided that the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access.

(6) A security plan detailing security arrangements for the common consumption area including but not limited to the following information: evidence of completed liquor training of all serving personnel approved by the Town Clerk and number and location of security personnel during the days and hours of operation of the common consumption area.

(7) A list of the attached licensees, of which there will be a minimum of two (2), listing the following information: liquor license number, a list of any past liquor violations, and a copy of any operational agreements.

(8) Documentation showing possession of the common consumption area by the promotional association.

(9) Proof of insurance of general liability and liquor liability naming the Town, its elected, officers, employees, agents, attorneys and insurers as additional insureds in a minimum amount of $1,000,000.00.

(b) Upon approval of a certification by the local licensing authority and subject to decertification under C.R.S. § 12-47-301(11)(c)(III), the terms and conditions of the approval shall remain effective until and unless a revised or amended application is submitted to the local licensing authority and approved using the same procedures under which the original application was approved, or action is taken by the local licensing authority to modify the terms and conditions.

(c) An application for certification of a promotional association of common consumption area shall be considered at a duly noticed public hearing of the local licensing authority based on the following criteria of approval:

(1) There must be at least two licensed establishments attached to a common consumption area;

(2) Use of the common consumption area is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; and

(3) Evidence that the common consumption area is clearly delineated and maintained using physical barriers to prohibit motor vehicle traffic (except emergency vehicles) and to limit pedestrian access.

(d) Notice of the public hearing required under this Section shall be published on the Town's website at least 15 days prior to the date of the hearing.

6-116. - Application for recertification of a promotional association.

(a) A certified promotional association shall apply for recertification by January 31st of each year in a manner consistent with the provisions of this Article and include, but not be limited to:

(1) A copy of any changes to the articles of incorporation, bylaws and/or the directors and officers of the promotional association.

(2) All items noted in Section 6-115(a), subsections (2) through (9) herein.

(b) Failure to submit the items required by this Section, which will be known as the annual report, shall be grounds for the refusal to recertify or the decertification of a promotional association, after a duly noticed hearing.

6-117. - Application for attachment to a common consumption area.

(a) Once certified by the local licensing authority as a promotional association, the association may operate a common consumption area within an entertainment district and authorize the attachment of a licensed premises to the common consumption area, subject to approval by the local licensing authority. Application for attachment of a licensed premises to the common consumption area by a licensed premises permitted to apply under the Colorado Liquor Code shall be made in a manner consistent with the provisions of this Article and include, but not be limited to, the following information:

(1) Authorization for attachment from the certified promotional association.

(2) Name of the representative from the licensed premises proposed for attachment who would serve as an additional director on the board of the certified promotional association.

(3) A detailed map of the common consumption area, including: location of physical barriers, entrances and exits, location of attached licensed premises, identification of licensed premises that are adjacent but not to be attached to the common consumption area and approximate location of security personnel.

(4) An application fee.

(b) The local licensing authority may refuse to authorize, may deauthorize or may refuse to reauthorize a licensee's attachment to a common consumption area if the licensed premises is not within or on the perimeter of the common consumption area and if the licensee:

(1) Fails to obtain or retain authority to attach to the common consumption area from the certified promotional association;

(2) Fails to establish that the licensed premises and common consumption area can be operated without violating this Article, the Code or the Colorado Liquor Code;

(3) Fails to establish that the licensed premises and the common consumption area can be operated without violating this Code, the Colorado Liquor Code or creating a safety risk to the neighborhood; or

(4) Violates C.R.S. § 12-47-909 of the Colorado Liquor Code.

6.118. - Operational Requirements of Common Consumption Areas.

(a) A promotional association or attached licensed premises shall not:

(1) Modify the size or boundary of the common consumption area without the prior approval of the local licensing authority.

(2) Employ a person to serve alcohol beverages or provide security within the common consumption area unless the server has completed the server and seller training program established by the director of the liquor enforcement division of the department of revenue;

(3) Sell or provide an alcohol beverage to a customer for consumption within the common consumption area but not within the licensed premises in a container that is larger than sixteen ounces;

(4) Sell or provide any alcohol beverage to a customer for consumption within the common consumption area but within the licensed premises unless the container is disposable and contains the name of the vendor in at least twenty-four point font;

(5) Permit customers to leave the licensed premises with an alcohol beverage unless the beverage container complies with paragraphs (3) and (4) of this Subsection (a);

(6) Operate the common consumption area during hours the licensed premises cannot sell alcohol under the limitations imposed by the local licensing authority or the Colorado Liquor Code;

(7) Operate the common consumption area in an area that exceeds the maximum area authorized by the local licensing authority or the Colorado Liquor Code;

(8) Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, an alcohol beverage to a visibly intoxicated person or to a known habitual drunkard;

(9) Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, or giving of an alcohol beverage to a person under twenty-one years of age; or

(10) Permit a visibly intoxicated person to loiter within the common consumption area.

(b) The promotional association shall promptly remove all alcohol beverages from the common consumption area at the end of the hours of operation.

(c) A person shall not consume alcohol within the common consumption area unless it was purchased from an attached licensed premises.

(d) This section does not apply to a special event permit under the Code or the holder thereof unless the permit holder desires to use an existing common consumption area and agrees in writing to the requirements of this Section and the requirements imposed by the local licensing authority concerning the common consumption area.

Sec. 6-119. - Violations.

(a) Noncompliance with any provision of this Article shall be deemed a violation of this Code. Violations of this Article, this Code, or the Colorado Liquor Code shall be cause for suspension or revocation of the licensed premises, the common consumption area license or decertification of the promotional association, as applicable and shall also be subject to the general penalty provision in Sec. 1-72 of this Code.

Sec. 6-120. - Fees.

Application, renewal and licensing fees shall be established and amended by resolutions of the Board of Trustees.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 24th day of May, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

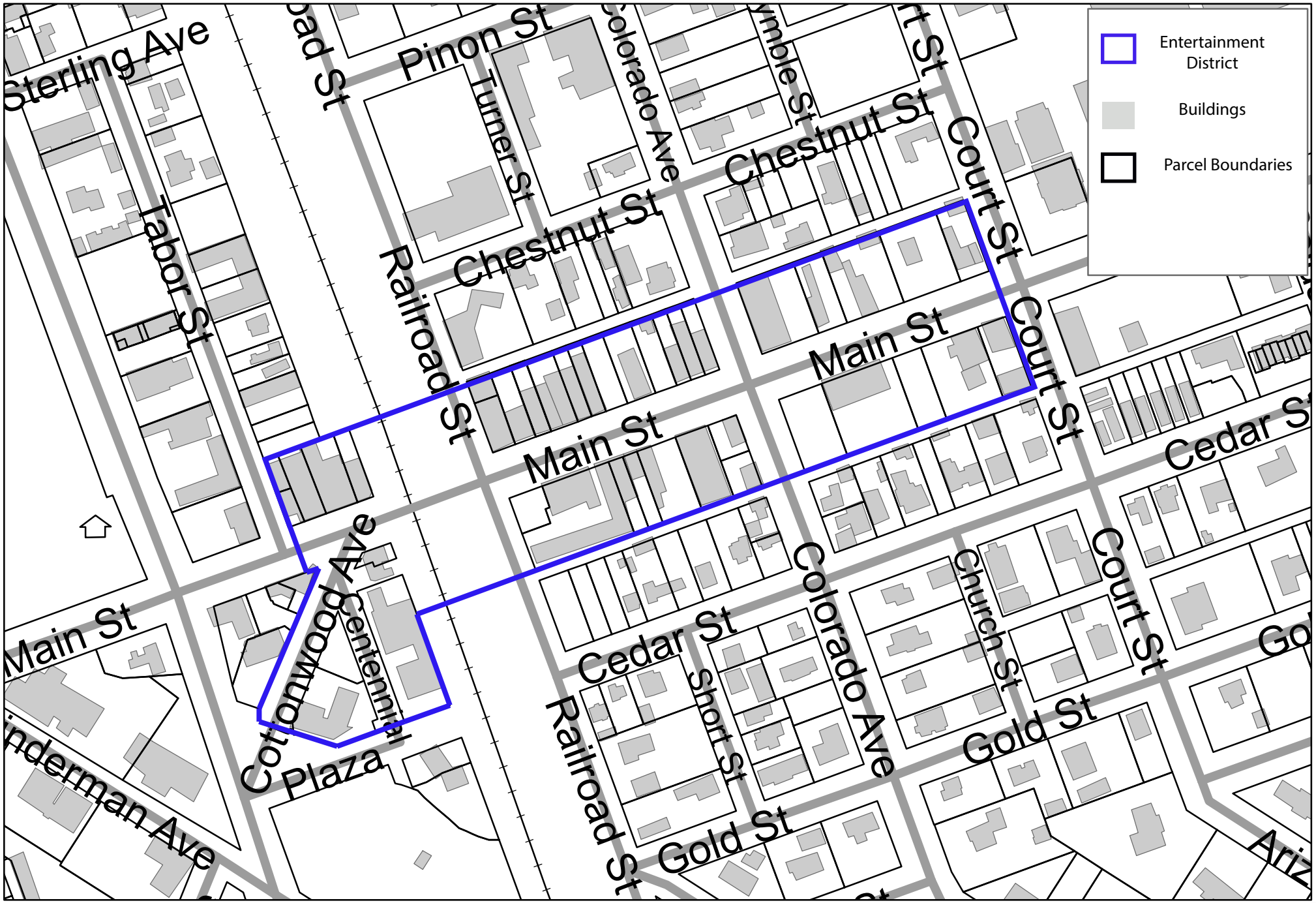
By: _____
Joel Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk (SEAL)

ENTERTAINMENT DISTRICT
Town of Buena Vista, CO

Exhibit A to Ord. No. 11 (Series 2016)



0 115 230 460 690 920 Feet

This map is not intended to be used for survey purposes or to supersede information provided by license surveyors. Created by the Town of Buena Vista Planning Department

May 2016

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643

DATE: May 20, 2016

TO: Mayor and Board of Trustees

FROM: Mark Doering, Principal Planner, Planning Department

AGENDA ITEMS: The applicant is requesting a rezoning from R-1 OT (Low-Density Residential Old Town) to B-1 OT (General Business Old Town) and is requesting a vacation of right-of-way for an alley located south of Pine Street and east of Utah Street.

Requests:
The Buena Vista School District is requesting a rezoning from R-1 OT (Low-Density Residential Old Town) to B-1 OT (General Business Old Town) and is requesting a vacation of right-of-way for an alley located south of Pine Street and east of Utah Street. Along with those two requests, is a request for a waiver of the application fee to not have one government charge another government entity to save taxpayer money.

Overview:
The School district is seeking to rezone a portion of the baseball field property and combine the right-of-way with the existing platted old town lots to create a buildable parcel that can be assembled to trade with the Town of Buena Vista to create multifamily affordable housing near the downtown core and get in return a new baseball field built to meet the district's athletic field needs. The proposed affordable housing is part of a low income housing tax credit proposal being submitted to the Colorado Housing Finance Authority (CHFA) in partnership with the Town and Urban Inc. to develop 48 multifamily units in two three-story walk-up apartment buildings.

Analysis:
While the current code does not have specific criteria for a proposed rezoning, Staff reviewed the rezoning application for general conformance with the Comprehensive Plan, contiguity with the surrounding zone districts, compatibility with surrounding uses and zone districts, along with whether or not the property was previously zoned in error. Staff noted in the attached Planning and Zoning Commission Staff report that the proposed zoning meets the Comprehensive Plan, is contiguous with the current B-1 OT zone district to the north, and is compatible with the surrounding uses and zone districts.

Staff also reviewed the right-of-way vacation with the criteria listed in Section 11-63 of the Municipal Code. The right-of-way vacation must be in the public interest as required by state law. Staff noted in the attached Planning and Zoning Commission Staff report that the proposed vacation has never been developed with road or utility infrastructure. The vacation will allow for the Town to pursue an affordable multifamily housing development site that will allow more people the opportunity to be located near downtown and near schools. Affordable housing has been identified as an element of the Comprehensive Plan that the Town should promote and should locate within existing neighborhoods. Staff also supports the requested waiver of the application fees to lessen the usage of tax payer funds being transferred between separate governments.

Policy Alignment:
The proposed use meets the Economic Vitality and Infrastructure policies. The proposed applications seek to address affordable housing to allow employees in Buena Vista to live in town. They also seek to minimize the amount of new infrastructure needed to support new residents by locating new development near existing utilities and roads without the need for excessive additional infrastructure associated with developments at the perimeter of the town.

BOT Action:
Staff and the Planning and Zoning Commission recommend **APPROVAL** of the Ordinance for the rezoning from R-1 OT (Low-Density Residential Old Town) to B-1 OT (General Business Old Town).

Staff and the Planning and Zoning Commission recommend **APPROVAL** of the Ordinance for the right-of-way vacation for the alley, and **APPROVAL** of the waiver of the application fees for each application.

Attachments:
Planning and Zoning Commission Staff Report

Town of Buena Vista
210 East Main St.
P.O. Box 2002
Buena Vista, CO 81211
719-395-8643

PLANNING AND ZONING COMMISSION STAFF REPORT

REPORT DATE: May 3, 2016

HEARING DATE: May 4, 2016

ADDRESS: 609 E Pine Street (BVSD Baseball Field)

APPLICANT: Shelly Mueller and Sue Holmes, representing Buena Vista School District

REQUEST: The applicant is requesting a rezoning from R-1 OT (Low-Density Residential Old Town) to B-1 OT (General Business Old Town) and is requesting a vacation of right-of-way for an alley located south of Carbonate Street and east of Utah Street. Along with those two requests is a request for a waiver of the application fee to not have one government charge another government entity to save taxpayer money.

CITY STAFF: Mark N. Doering, Principal Planner

STAFF RECOMMENDATION:
That the Planning and Zoning Commission recommend that the Board of Trustees approve the rezoning, vacation of right-of-way for the alley and the waiver of the application fees.

ATTACHMENTS TO THE REPORT:
Attachment A – Vicinity Map
Attachment B – Zoning Map
Attachment C – Site Photos
Attachment D – Conceptual Site Plan
Attachment E – Conceptual Building Elevations

I. SUMMARY OF REQUEST

Shelly Mueller and Sue Holmes have submitted three applications for review by the Town. The subject property for the three applications is located at 609 E Pine Street, and is currently being used as the district's baseball field. The first application is seeking approval of a rezoning request to change the zoning of the property containing the district's baseball field from Low-Density Residential Old Town to General Business Old Town to allow for multifamily uses on the property. The second application is seeking approval of a vacation of the right-of-way for the alley located between Pine Street and Carbonate Street and located between Utah Street and Nevada Street. That vacation, if approved, will allow those lots to be combined into a larger lot to allow for multifamily development. The third application is a request for a waiver of the application fees that is reviewed by the Board of Trustees. The School district is requesting that the Town not charge the school district fees to save taxpayer funds between governments.

The School district is seeking to rezone the property and combine the vacated right-of-way with the existing old town lots to create a buildable parcel that can be assemble to swap with the Town of Buena Vista to create multifamily affordable housing near the downtown core and get in return a new baseball field built to meet the district's athletic field needs. The proposed affordable housing is part of a low income housing tax credit proposal being submitted to the Colorado Housing Finance Authority (CHFA) in partnership with the Town and Urban Inc. to develop 48 multifamily units in two three-story walk-up apartment buildings.

II. PROCESS – REQUIRED APPROVALS

The applicant submitted a rezoning application as specified in Section 16-6 and a vacation of right-of-way application as specified in Section 11-61 of the Town of Buena Vista Municipal Code. Associated with each request is a request for a waiver of the application fees for each application. The rezoning and right-of-way vacation applications are then sent to the Planning and Zoning Commission for review and a recommendation to the Board of Trustees for a final decision on the applications. The Board will also decide on the waiver of the application fees.

If the rezoning and vacation requests for the subject property are approved, the applicant will be allowed to have multifamily uses on a larger property than the current lots and blocks created by the original town plat.

III. ANALYSIS – ZONING AND LAND USE

	North	South	West	East
Adjacent Zoning Designation	R-1 OT and B-1 OT	R-1 OT and R-2 OT (General-Density Residential Old Town)	R-1 OT	Planned Unit Development (PUD)
Adjacent Land Use	Single Family Residential	Single Family Residential and vacant	Single Family Residential and vacant	Mixed Use

See Attachment A - Aerial Map and Attachment B - Zoning Map.

Zone District Standards

	R-1 OT Requirements	B1-OT Requirements
Lot Width	25 feet min. / 100 feet max.	25 feet min. / 150 feet max.
Front Yard Setback	15 feet min. / 25 feet max.	0 feet min / 15 feet max.
Minimum Side Yard Setback	3 feet	0 feet
Minimum Rear Yard Setback	5 feet	0 feet
Maximum Building Coverage	60%	100%
Maximum Building Height	30 feet	45 feet

IV. ANALYSIS – REZONING

Section 16-6 of the Buena Vista Municipal Code does not specifically provide criteria for a rezoning application. The regulations detail procedures for amending the zoning map and text with regard to the Planning and Zoning Commission, timeframes for decisions, and the requirement for a public hearing before the Board of Trustees. The Planning and Zoning Commission may wish to consider the following criteria listed in **bold text**, that are often used in other communities in Colorado, when they consider a rezoning application. Staff's analysis is in standard text following each criterion.

1. General Conformance with the Comprehensive Plan

The proposed rezoning and the proposed development complies with the Comprehensive Plan. That plan calls for support of the development of workforce housing to incentivize good employees relocating to Buena Vista, and calls for creating affordable and acceptable housing to be built to respond to specific populations that may want to live in town. It also calls for promoting new housing on underdeveloped and vacant parcels within the town core and providing for mixed uses.

2. Contiguity with the same zone district

The proposed B-1 OT zone district is contiguous to the B-1 OT zoning directly north of the site and the rest of the downtown core to the north. The R-1 OT zone district is adjacent to the west and southwest, along with the R-2 OT zone district to the south.

3. Compatibility with surrounding uses and zoning

The proposed zone district is compatible with the surrounding land uses and zone districts. The intent of the Old Town Overlay District is to preserve and protect the historic design of the Town and to create a compact, walkable and mixed-use downtown core area. It allows infill development, which is critical to ensuring retail and commercial vitality on Main Street by locating more residents within walking distance of services. It also maximizes the efficiency and effectiveness of existing infrastructure that the Town already pays to maintain. The B-1 OT is a mixed use designation allowing for both residential and commercial uses. Lots located east of Highway 24 in the Town are permitted to make any permissive or special uses allowed for B-1, R-3 and R-1 Zoning. The R-3 zone district allows for multifamily residential.

There are existing single-family homes to the north, west, and south with vacant properties throughout the adjacent area. To the east is South Main PUD, which has start developing with mixed uses of commercial and residential, but immediately adjacent to the subject property is vacant. See the site photos in Attachment C.

4. The property was previously zoned in error

This criterion is not applicable to this application.

V. ANALYSIS – RIGHT-OF-WAY VACATION

Section 11-63 of the Buena Vista Municipal Code provides specific criteria for the vacation of right-of-way owned by the Town. Following a public hearing, the Board of Trustees shall either allow or deny the request for vacation. In making such decision, the Board of Trustees shall determine whether the requested vacation would be in the public interest. Any action of the Board of Trustees vacating a public way within the Town shall be done by ordinance as required by state law (Section 43-2-303(1)(a), C.R.S.).

1. Vacations of right-of-way shall be in the public interest

The requested vacation of the alley will allow the proposed multifamily housing to be placed on the properties using the existing lotting pattern of the original Town of Buena Vista plat. The alley has never been constructed or improved with any utilities. Vacating the alley will allow the proposed multifamily to develop in that area and establish the necessary infrastructure and required elements as shown in the Conceptual Site Plan in Attachment D and the Conceptual Building Elevations in Attachment E. The Town is interested in obtaining more housing in the downtown core that will allow people the ability to afford to live in Buena Vista. The proposal will be developed as an affordable housing development that will allow more people the opportunity to be located near downtown and near schools.

VII. CONCLUSION AND RECOMMENDATION

Based upon the information and materials provided by the applicants and in the staff report, staff supports the rezoning and right-of-way vacation requests. Therefore, staff recommends that the Planning and Zoning Commission recommend approval to the Board of Trustees, and find that:

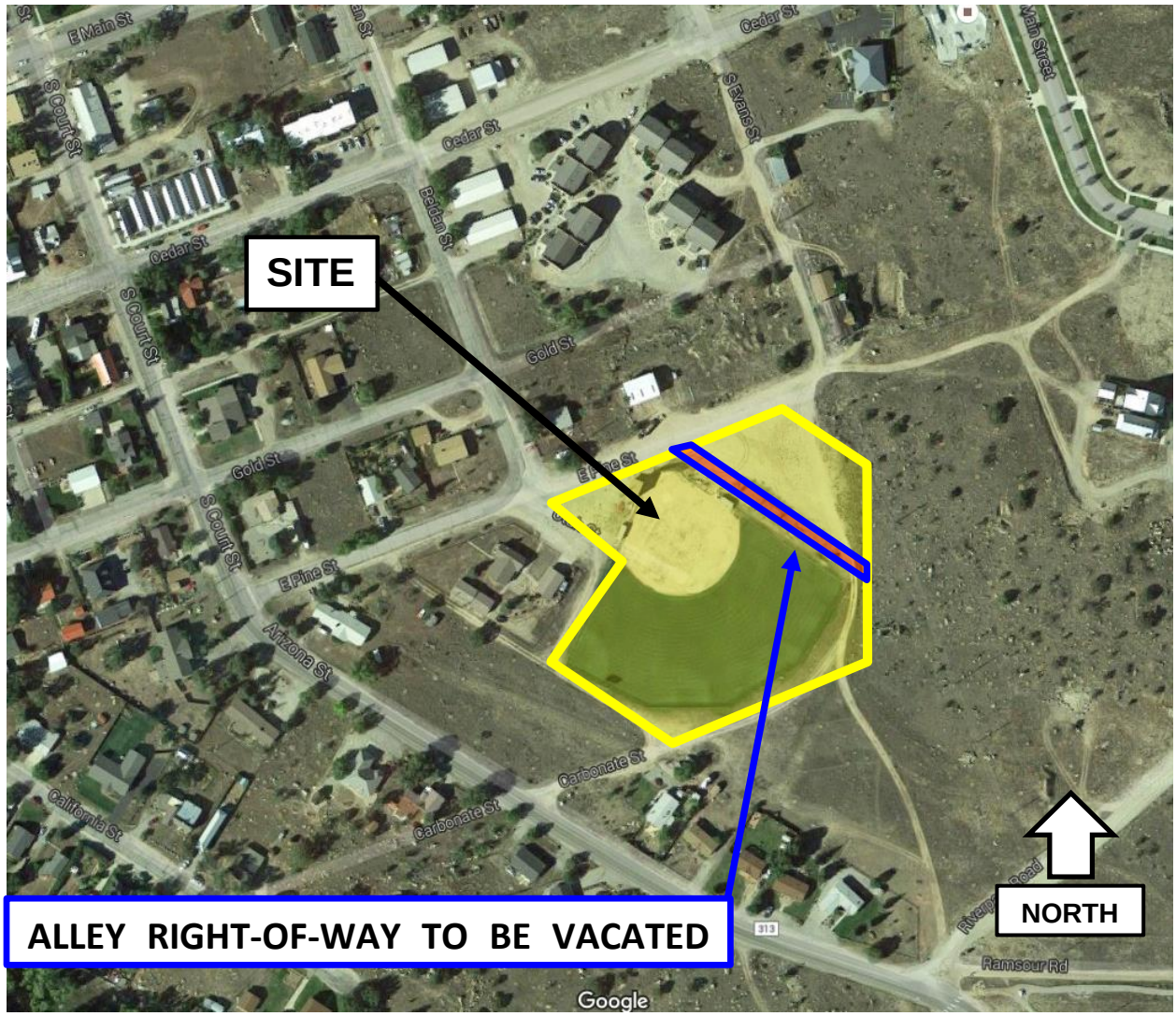
1. The Buena Vista School District is requesting approval of a rezoning from R-1 OT to B-1 OT to allow multifamily on the property located at 609 E Pine Street; and
2. The Buena Vista School District is requesting approval of a vacation of an alley located south of Pine Street, north of Carbonate Street, East of Utah Street, and west of Nevada Street to allow for multifamily on the property located at 609 E Pine Street; and
3. Notice of the public hearings was posted as required by the Municipal Code; and
4. The requests were reviewed by the appropriate referral agencies; and
5. The applications are consistent with the applicable standards for rezoning property as set forth in Section 16-6 of the Buena Vista Municipal Code; and
6. The applications are consistent with the applicable standards for vacations of right-of-way, as set forth in Section 11-63 of the Buena Vista Municipal Code; and

THEREFORE

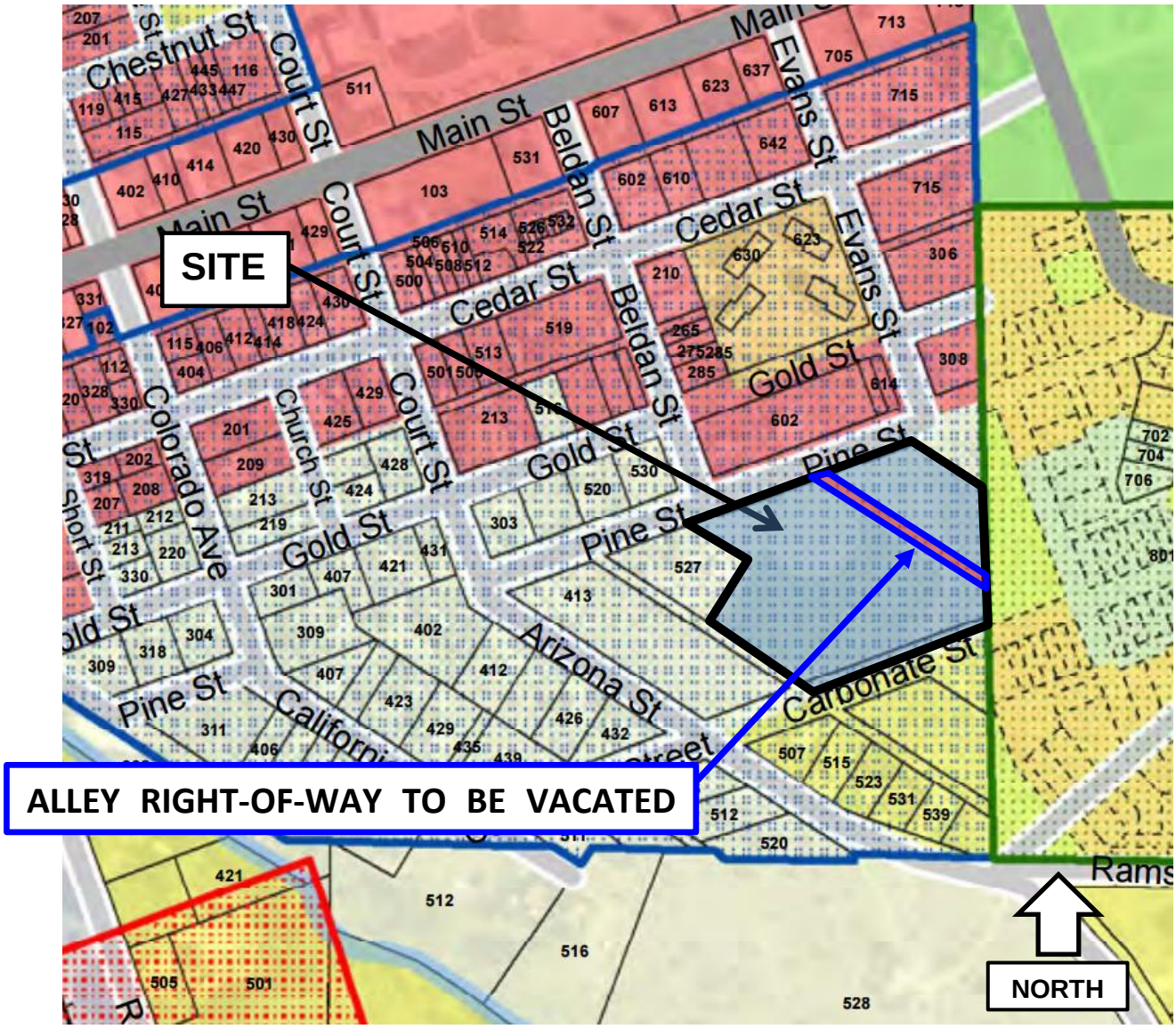
The Planning and Zoning Commission accepts the conclusion and recommendation as presented in the staff report and recommends **APPROVAL** for both the rezoning and right-of-way vacation for the alley located at 609 E Pine Street to allow for a multifamily development on the property.

Cc: Shelly Mueller and Sue Holmes, Buena Vista School District

Attachment A – Vicinity Map



Attachment B – Zoning Map

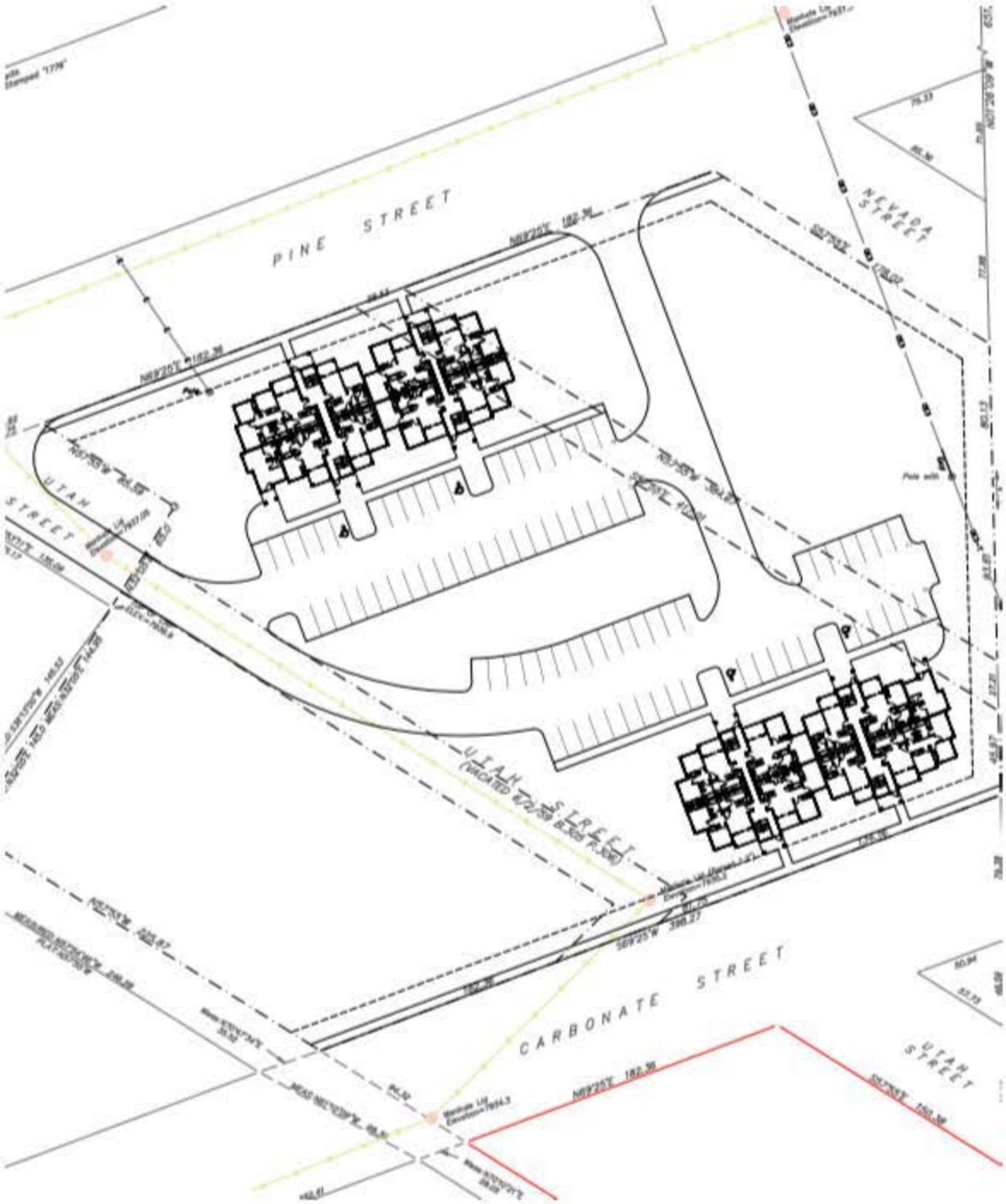


Attachment C – Site Photos

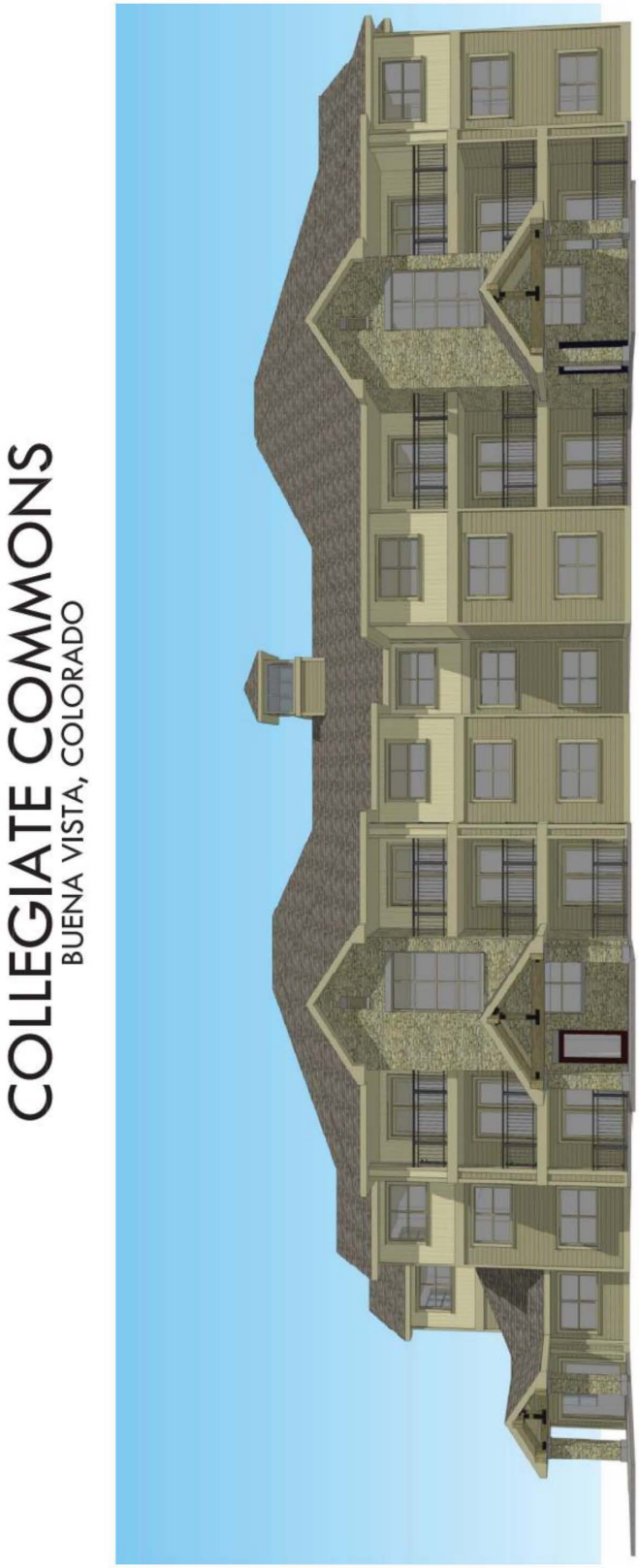
View Southeast from Pine and Utah Streets

View north from Carbonate Street

Attachment D – Conceptual Site Plan



Attachment E – Conceptual Building Elevation



TOWN OF BUENA VISTA, COLORADO

ORDINANCE NO.12
(SERIES OF 2016)

AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, APPROVING A ZONING MAP AMENDMENT TO CERTAIN REAL PROPERTIES KNOWN AS LOTS 7-16 OF BLOCK 66, LOTS 1-17 OF BLOCK 67, AND BLOCK 68 IN THE TOWN OF BUENA VISTA, COLORADO

WHEREAS, the Buena Vista School District R-31 aka Chaffee County School District R-31 ("Owner"), is the owner of parcels of property located in the Town of Buena Vista described as Lots 7-16 of Block 66, Lots 1-17 of Block 67, and Block 68 in the Town of Buena Vista State of Colorado (the "Property");

WHEREAS, Owner has filed an application to rezone the Lots from Low-Density Residential Overlay District ("R-1 OT") to General Business Old Town Overlay ("B-1 OT") to provide the Town with the opportunity to develop this Property as multifamily dwelling units;

WHEREAS, a request to rezone a property is governed by Section 16-6 of the Buena Vista Municipal Code (the "Code");

WHEREAS, the Planning and Zoning Commission held a public hearing and provided comments on the application to rezone the Lots on May 4, 2016 and recommended approval of the rezoning application;

WHEREAS, notice of the public hearing before the Board of Trustees was properly posted and published pursuant to Sec. 16-6 of the Code; and

WHEREAS, the Board of Trustees, upon reviewing the comments of the Planning and Zoning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO:

Section 1. The Board of Trustees hereby finds the following:

1. The Property is contiguous with property already zoned as B-1 OT directly to the north.

2. The proposed rezoning complies with the Comprehensive Plan in that the future development of the property as multifamily dwelling units provides affordable housing to increase the opportunity for individuals in the Town's workforce to relocate into the Town. The development of the Property will also provide an opportunity for infill development within the Town's core.

3. The proposed zone district is compatible with the surrounding land uses and zone districts. The intent of the Old Town Overlay District is to preserve and protect the historic design of the Town and to create a compact, walkable and mixed-use downtown core area. This rezoning achieves that intent. Lots located east of Highway 24 and zoned B-1 OT may be used in accordance with the permitted and special uses allowed for B-1, R-3 and R-1 zoning districts. The R-3 zone district allows for multifamily residential. Single-family homes also exist to the north, west, and south of the Property. To the east is South Main PUD, which has start developing with mixed uses of commercial and residential.

Section 2. The Board of Trustees hereby approves Owner's application and rezones the Property from R-1 OT to B-1 OT.

Section 3. Town staff is hereby directed to amend the Town Zoning Map accordingly.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 24th day of May, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Joel Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk (SEAL)

TOWN OF BUENA VISTA, COLORADO

ORDINANCE NO. 13
(SERIES OF 2016)

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO VACATING AN ALLEY RIGHT OF WAY LOCATED BETWEEN BLOCKS 67 AND 68 IN THE TOWN OF BUENA VISTA.

WHEREAS, the owner of property described as Lots 1 through 17 of Block 67 and the whole of Block 68 in the Town of Buena Vista has requested that the Town vacate the alley right of way between Blocks 67 and 68 (the "Vacated Parcel") as shown on **Exhibit A** attached hereto;

WHEREAS, Article IV of Chapter 11 of the Buena Vista Municipal Code ("Code") in conjunction with Part 3 of Title 43, Article 2 of the Colorado Revised Statutes set forth the procedures for vacating rights of way;

WHEREAS, pursuant to Code Section 11-62, public notice of the request for the vacation was published twice in a newspaper of general circulation in the Town, the first publication being at least fifteen (15) days prior to such hearing and the second publication being at least eight (8) days prior to such hearing. In addition, the Town Clerk mailed notice of such hearing to all owners of property adjacent to the public way sought to be vacated as shown in the request for vacation, and to all public utility companies providing service within the Town;

WHEREAS, pursuant to Code Section 11-63, a vacation shall only be granted if the Board of Trustees finds that the vacation is in the public interest; and

WHEREAS, the Board of Trustees finds that (1) granting the vacation will not deny any owner access to their property and (2) the Vacated Parcel is not needed, nor will it be needed in the foreseeable future for any Town purposes; and therefore, the Board of Trustees finds that the requested vacation is in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO:

Section 1. Vacation Granted. The alley right of way between Blocks 67 and 68 in the Town of Buena Vista as shown on the plat recorded at reception number 283040 in the records of the Chaffee County Clerk and Recorder and attached hereto as Exhibit A is hereby vacated.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 24th day of May, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Joel Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

(SEAL)

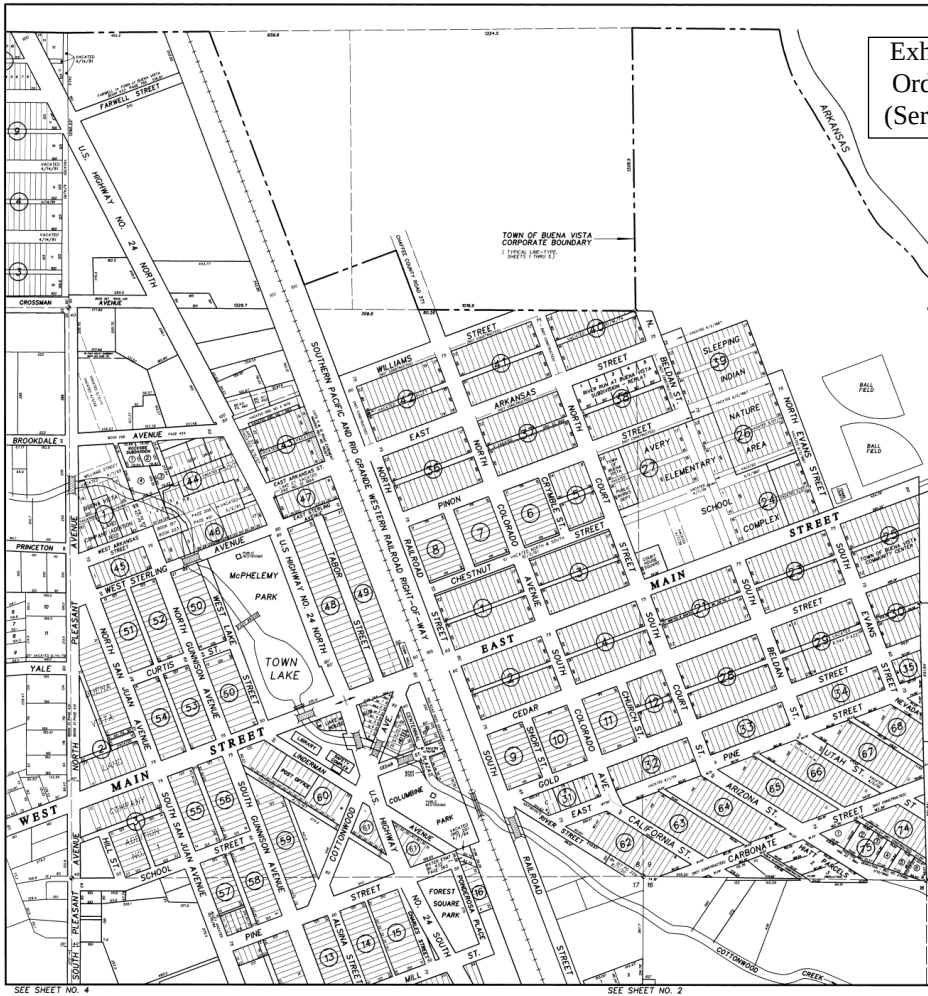
Exhibit A to
Ord. No. 13
(Series 2016)

PLAT OF THE TOWN OF BUENA VISTA

SITUATE IN SECTIONS 7,8,9,16,17,18,19,20 & 21
TOWNSHIP 14 SOUTH, RANGE 78 WEST
OF
THE 6TH PRINCIPAL MERIDIAN,
CHAFFEE COUNTY, COLORADO

- 1996 -

PREPARED BY: PAUL A. MEYER
COLORADO LICENSED LAND SURVEYOR NO. 20153



PLAT NOTES -

1. THIS MAP HAS BEEN PREPARED FROM INFORMATION CONTAINED ON THE 1905 PLAT OF THE THE TOWN OF BUENA VISTA, PREPARED BY H.J. VAN WETERING AND ADDITIONALLY FROM VARIOUS RECORDED AND UN-RECORDED PLATS AND DOCUMENTS KNOWN TO EXIST AT THE DATE OF REVISION.
2. THIS PLAT IS A REVISION AND UP-DATE OF THE OFFICIAL PLAT OF THE TOWN OF BUENA VISTA, AS THE BUENA VISTA TOWN BOARD ADOPTED ON DECEMBER 20, 1978 UNDER ORDINANCE NO. 16, SERIES 1978, AND THE OFFICIAL PLAT LAST REVISED ON FEBRUARY 13, 1985 BY NELSON-DRAGOS ENGINEERS OF BUENA VISTA, CO.
3. THIS PLAT SHALL BE CONSIDERED A GRAPHIC SOURCE OF INFORMATION FOR RECOGNIZING THE GENERAL TOWN LIMITS AND BLOCKS, LOTS, SUBDIVISIONS AND RIGHT-OF-WAYS WITHIN SAID LIMITS. THE ESTABLISHMENT OF ANY PRIVATE BOUNDARIES RELATED TO THIS PLAT SHALL BE GOVERNED BY ANY INDIVIDUAL DOCUMENTS, RECORDED OR UN-RECORDED WHICH MAY SUPERCEDE SITUATION SHOWN ON THIS PLAT. DETERMINATION OF INDIVIDUAL OWNERSHIPS OF LAND WITHIN OR ADJOINING THE TOWN OF BUENA VISTA SHALL BE THE RESPONSIBILITY OF INDIVIDUAL PROPERTY OWNERS.
4. PLATS OF ALL SUBDIVISIONS WITHIN THE TOWN OF BUENA VISTA ARE ON DEPOSIT IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER, SALIDA, COLORADO AND SHALL TAKE PRECEDENCE OVER INFORMATION SHOWN ON THIS PLAT.
5. ALL VACATION AND ANNEXATION INFORMATION IS ON FILE IN THE OFFICE OF THE TOWN CLERK.
6. TOWN OF BUENA VISTA HAS ADOPTED A SUBDIVISION REVIEW ORDINANCE, TITLED ORDINANCE 7, SERIES 1996, PROVIDING FOR ALL SUBDIVISIONS OR PLATTING AND METES AND BOUNDARIES WITHIN THE TOWN OF BUENA VISTA FOR GUIDELINES PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES.
7. THE BOUNDARY OF THE TOWN OF BUENA VISTA HAS NOT BEEN SURVEYED. MONUMENTS AND DIMENSIONAL DATA IS SHOWN FOR GENERAL REFERENCE ONLY.
8. ALL CREEK AND RIVER BOUNDARYS SHOWN HEREON ARE APPROXIMATE IN LOCATION.
9. SURVEY DESCREPANCIES ARE KNOWN TO EXIST IN THE TOWN OF BUENA VISTA AND MAY BE REFLECTED IN INFORMATION SHOWN ON THIS PLAT.

PLANNING COMMISSION RECOMMENDATION:

THIS PLAT IS HEREBY RECOMMENDED TO THE TOWN OF BUENA VISTA FOR ACCEPTANCE AND APPROVAL AS THE OFFICIAL PLAT.

4-8-96

CHAIRPERSON, PLANNING & ZONING COMMISSION

ACCEPTANCE BY THE TOWN OF BUENA VISTA:

THIS PLAT IS HEREBY ACCEPTED AND APPROVED AS THE OFFICIAL PLAT OF THE TOWN OF BUENA VISTA ON THIS 23RD DAY OF JANUARY, 1996.

PURSUANT TO ORDINANCE NO. 4, SERIES 1996.

MAYOR, TOWN OF BUENA VISTA

ATTEST: TOWN CLERK

CHAFFEE COUNTY SURVEYOR'S CERTIFICATE:

DEPOSITED THIS 1st DAY OF Feb 1996, AT 02:45 A.M. IN BOOK ___ OF THE COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT-OF-WAY SURVEYS AT PAGE ___ RECEPTION NUMBER 233040.

COUNTY SURVEYOR/COUNTY CLERK

SHEET NO. 1 OF 5

JANUARY 23, 1996

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643

DATE: May 20, 2016

TO: Mayor and Board of Trustees

FROM: Mark Doering, Principal Planner, Planning Department

AGENDA ITEM: Foreman - Greiner Minor Subdivision Plat

Request:
Thomas Foreman and Joseph and Susan Greiner are requesting approval of a Minor Subdivision to create three residential lots from two existing parcels. No public improvements are required with this final plat. The applicants are creating a third lot from the existing two parcels that were created outside the Town of Buena Vista Subdivision Ordinance to create three legal lots. One of the lots (Lot 1) has an existing single-family residence and the other two proposed lots are currently vacant. The properties are all zoned R-1 (Low-Density Residential District).

Overview:
The proposed subdivision will create three legal plots from two parcels in the R-1 zone district. With the subdivision, Lot 2 will have access to James Street through an alley that the Town will receive the northern half of what was acquired by applicants through quiet title. Lots 1 and 3 currently have access to James Street. The proposed three lots all have current flood hazard areas as shown on the existing flood insurance rate map (FIRM) that is being redefined by the Federal Emergency Management Agency (FEMA). Any new development in the flood hazard areas will be required to meet the Town's floodplain development regulations in effect at the time of a permit, including any new mapping of the special flood hazard areas.

Analysis:
The application meets all of the criteria listed in Sections 17-28 of the Municipal Code, with the one condition listed in the approval resolution before the Board. The applicants have met two of the other conditions recommended by the Planning and Zoning Commission.

Policy Alignment:
The proposed use meets the Economic Vitality, Community and Infrastructure policies. The proposed use will allow for new residences in town using existing infrastructure.

BOT Action:
Staff and the Planning and Zoning Commission recommend approval of minor subdivision subject to the following remaining condition:

1. The plat shall be revised to provide an access and utility easement for Lot 2 across Lot 1 to allow for connections to infrastructure within the James Street right-of-way. Lot 3 shall be required to meet each utility provider's requirements at the time of construction on that lot, including but not limited to water, sewer, electric and gas utilities. If connections cannot be made to James Street for Lot 2 or Lot 3 as shown, easements shall be required across any adjoining properties to connect to existing infrastructure and said easements shall be recorded prior to those connections being made.

Attachments:
Planning and Zoning Commission Staff Report

Town of Buena Vista
210 East Main St.
P.O. Box 2002
Buena Vista, CO 81211
719-395-8643

PLANNING AND ZONING COMMISSION STAFF REPORT

REPORT DATE: May 2, 2016

CASE ADDRESS: 224 James Street and 702 Yale Avenue

HEARING DATE: May 4, 2016

APPLICANTS: Thomas Foreman for the Foreman Trust
Joseph and Susan Greiner

REQUESTS: The applicants are requesting approval of a Minor Subdivision to create three residential lots from two parcels. No public improvements are required with this final plat. The applicants are creating a third lot from the existing two parcels that were created outside the Town of Buena Vista Subdivision Ordinance to create three legal lots. One of the lots (Lot 1) has an existing single-family residence and the other two proposed lots (Lots 2 and 3) are currently vacant. The properties are all zoned R-1 (Low-Density Residential District).

TOWN STAFF: Mark N. Doering, Principal Planner

STAFF RECOMMENDATIONS:

Staff recommends that the Planning and Zoning Commission recommend approval with conditions to the Board of Trustees for the Foreman - Greiner Minor Subdivision Plat. Staff is recommending the following conditions:

1) The plat shall be revised prior to Board of Trustees public hearing to dedicate the northern portion of alley back to the Town for alley right-of-way to provide access to Lot 2 from James Street.
2) The plat shall be revised prior to Board of Trustees public hearing to include a note that all lots are have areas identified as a Special Flood Hazard Area (SFHA) and any future development of the lots within the subdivision shall obtain approval of a floodplain development permit prior for any construction within the SFHA as required by Article IX of the Town of Buena Vista Municipal Code.
3) The plat shall be revised to provide an access and utility easement meeting sanitation and water utility provider requirements for Lot 2 across Lot 1 to allow for connections to infrastructure within the James Street right-of-way. Lot 3 shall be required to meet each utility provider's requirements at the time of construction on that lot, including but not limited to water, sewer, electric and gas utilities. If connections cannot be made to James Street for Lot 2 or Lot 3 as shown, easements shall be required across any adjoining properties to connect to existing infrastructure and said easements shall be recorded prior to those connections being made.

ATTACHMENTS TO THE REPORT:

Attachment A – Vicinity Map
Attachment B – Zoning and Floodplain Map
Attachment C – The proposed Foreman – Greiner Minor Subdivision Plat

I. SUMMARY OF REQUEST

The applicants submitted a Minor Subdivision application to create three lots from two existing parcels. If the subdivision plat is approved, the existing parcels would become legal lots. Two of those lots being created are currently vacant and would allow for future single-family homes subject to the zoning and flood requirements in place at the time of a building permit for each lot.

The properties are located in the R-1 (Low-Density Residential) zone district. Single-family residential uses are allowed in the R-1 zone district. The properties also have portions of the properties that are within the existing SFHA shown on the current effective Flood Insurance Rate Map (FIRM). The Federal Emergency Management Agency (FEMA) is currently working from the draft update to the FIRM and will have a final adopted map within the next year. That current draft shows more areas on the properties that either have flood plain or floodway. When any development occurs with the SFHA, the property owners will be required to meet the Town's Flood Regulations in Article IX of the Municipal Code at the time that they apply for a permit for any new construction.

II. PROCESS – REQUIRED APPROVALS

The applicant has submitted a Final Plat application as specified in Section 17-28 of the Town of Buena Vista Subdivision Ordinance. Staff reviewed the application and is forwarding the requests to the Planning and Zoning Commission for a recommendation and then to the Board of Trustees for a final decision on the application.

III. ANALYSIS – MINOR SUBDIVSION FINAL PLAT

Section 17-28 of the Buena Vista Subdivision Ordinance provides specific review criteria for a minor subdivision plat. Each criterion is listed in **bold** text, followed by staff's analysis for each in standard text.

1. **The development conforms in all respects to the requirements of the Subdivision Ordinance; and**

   The Final Plat complies with the requirements as listed in the ordinance, with the additional requirements listed in the conditions of approval.

2. **New lots to be created by the Minor Development meet the lot size requirements of the Town's zoning ordinance;**

   The plat will comply with the R-1 zone district requirements. All of the lots will exceed the minimum lot size and width requirements. Additionally, all of the lots have access to a public road and access to existing utilities. Lot 2 must dedicate an existing access easement across Lot 1 to be able to access James Street or must dedicate the alley back to the Town as right-of-way for the alley.

3. **Adequate utility service is or will be available to serve all new lots, and proper easements for the installation of such utility service exist or will be created; and**

   Adequate utility service to Lot 2 must be provided with an access and utility easement across Lot 1 to connect to the utilities with James Street. Utilities are available to the new proposed Lot 3, but if those connections cannot be physically done to connect to James Street, the owner of Lot 3 must provide utility connections across adjoining properties to connect to existing infrastructure. Notes as a condition of approval are recommended from staff.

The three properties contain floodplain and floodways for Cottonwood Creek. Those areas within the current 100-year floodplain and floodway are reflected on the plat, and the owners of the lots will be subject to the Town's Flood Regulations in Sections 18-161 through 18-178 of the Town of Buena Vista Municipal Code.

The Town's Flood Regulations require any new construction and/or substantial improvement of any residential structure within the *floodplain* to have the lowest floor elevated to one (1) foot above the base flood elevation and have it certified to the Floodplain Administrator by a registered Colorado Professional Engineer, architect, or land surveyor. Encroachments in *floodways* are prohibited without a no-rise certificate by a Colorado registered engineer, architect or surveyor for any fill, new construction, substantial improvements and other development.

A recommended condition of the approval will require the floodplain and floodways to be shown on the properties as part of a floodplain development permit that will be required for any areas within a SFHA. The SFHA is located on the majority of Lots 1 and 2, and the northern and eastern portions of Lot 3 on the draft FIRM.

4. **The applicant has dedicated or will dedicate to the Town those easements and rights-of-way lawfully required by the Town for current and future streets, utilities and bicycle/pedestrian trails; and**

   No new rights-of-way are required for the subdivision. Rededication of the north half of the alley is required to allow access to James Street for the proposed Lot 2. It was previously acquired by the adjoining property to the north and is currently shown as part of Lot 1 and Lot 2. Utility easements will be required to get utilities across Lot 1 to Lot 2 from James Street and must meet each utility provider's requirements. Staff recommends as a condition of approval those easements.

5. **Proper drainage control has been demonstrated.**

   New drainage controls are not required for the existing home. If future owners develop their properties, including the owners of the vacant lots (Lot 2 or Lot 3), drainage controls, including a survey showing the proposed development with elevations shown meeting the Flood Regulations of the Town of Buena Vista (Sections 18-167 through 18-178 of the Municipal Code), will be required at that time.

IV. CONCLUSION AND RECOMMENDATION

Based upon the information and materials provided by the applicant and included in the staff report, staff supports the requested Minor Subdivision with the conditions listed below. Therefore, staff recommends that the Planning and Zoning Commission recommend approval, with conditions, to the Board of Trustees:

1. Thomas Foreman and Joseph and Susan Greiner have applied for a Minor Subdivision Final Plat to and create three residential lots; and

2. Notice of the public hearing for the Final Plat was posted on site, as required by the Subdivision Ordinance; and

3. The request was reviewed by the appropriate referral agencies; and

4. The proposed Final Plat is consistent with the applicable standards set forth in Section

17-28 of the Town of Buena Vista Subdivision Ordinance; and

THEREFORE

The Planning and Zoning Commission recommends that the Board of Trustees **APPROVE WITH CONDITIONS** the Final Plat to create three residential lots.

The conditions of approval for the Final Plat are:

1) The plat shall be revised prior to Board of Trustees public hearing to dedicate the northern portion of alley back to the Town for alley right-of-way to provide access to Lot 2 from James Street.

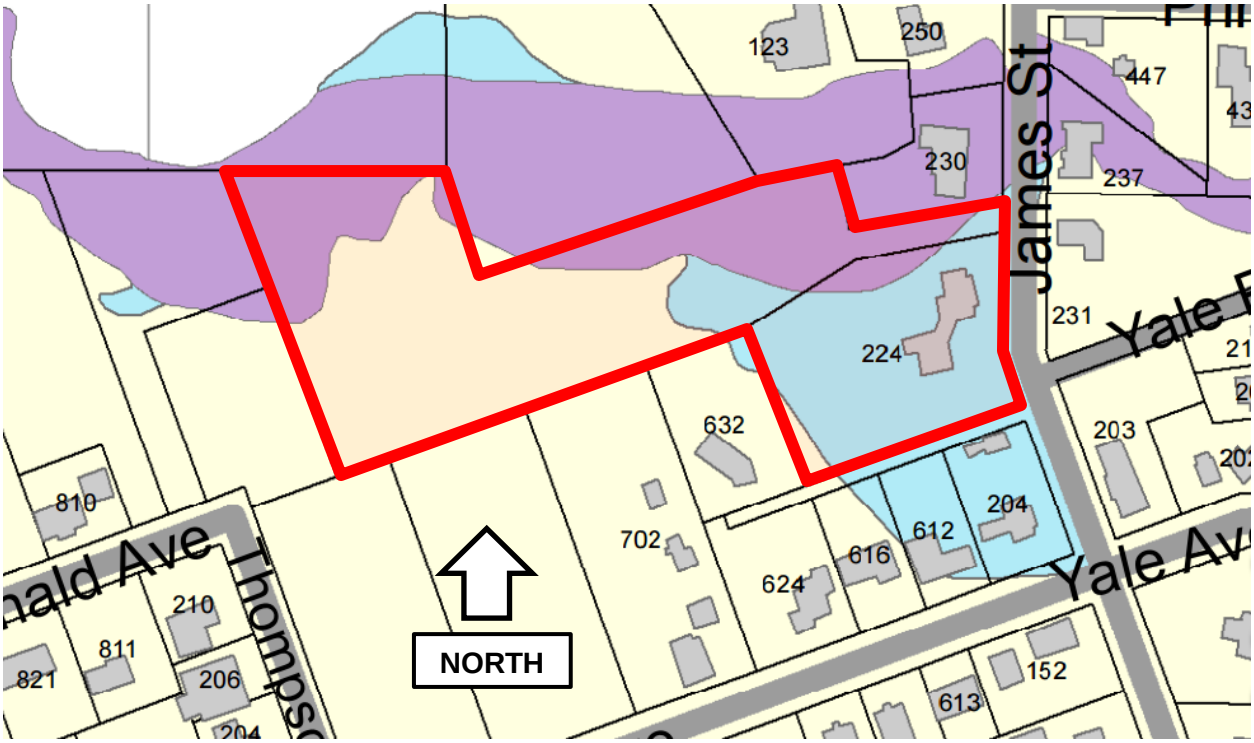
2) The plat shall be revised prior to Board of Trustees public hearing to include a note that all lots are have areas identified as a Special Flood Hazard Area (SFHA) and any future development of the lots within the subdivision shall obtain approval of a floodplain development permit prior for any construction within the SFHA as required by Article IX of the Town of Buena Vista Municipal Code.

3) The plat shall be revised to provide an access and utility easement for Lot 2 across Lot 1 to allow for connections to infrastructure within the James Street right-of-way. Lot 3 shall be required to meet each utility provider's requirements at the time of construction on that lot, including but not limited to water, sewer, electric and gas utilities. If connections cannot be made to James Street for Lot 2 or Lot 3 as shown, easements shall be required across any adjoining properties to connect to existing infrastructure and said easements shall be recorded prior to those connections being made.

Cc: Thomas Foreman, Applicant
Joseph and Susan Greiner, Applicants

Attachment A – Vicinity Map

Attachment B – Zoning and Floodplain Map



FEMA Floodway 2015

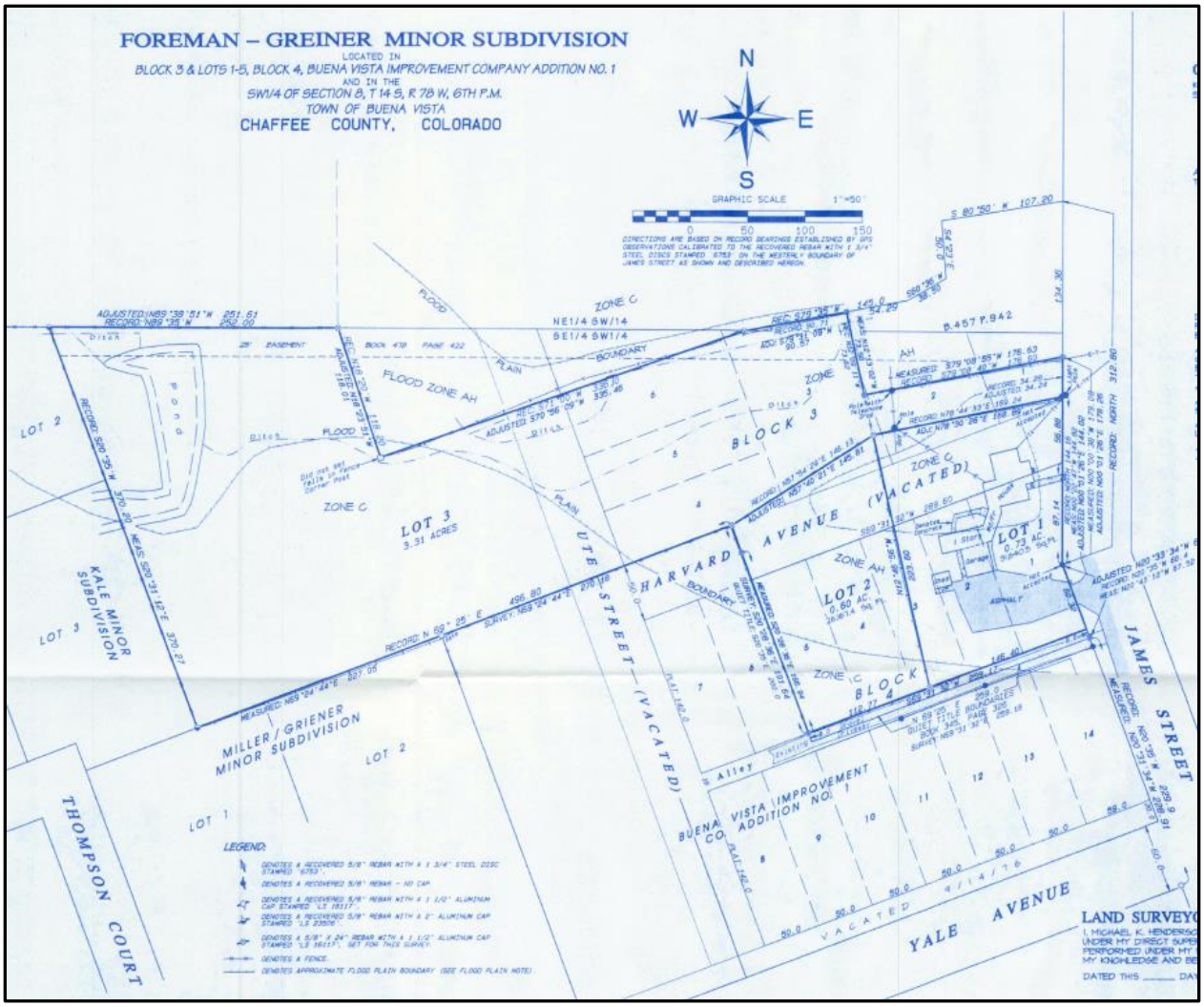
FEMA Floodplain 2015

A

AO

AE

Attachment C – Final plat



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TOWN OF BUENA VISTA

RESOLUTION NO. 51
SERIES 2016

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A MINOR DEVELOPMENT FOR THE PROPERTIES LOCATED AT 224 JAMES STREET AND 702 YALE AVENUE, BUENA VISTA, COLORADO.

WHEREAS, the Foreman Living Trust owns a parcel of property located at 224 James Street and Joseph and Susan Greiner own a parcel of property located at 702 Yale Avenue, with all parcels being adjacent to one another and all located in Buena Vista, Colorado (collectively the "Property");

WHEREAS, the Property is located in the R-1 Zone District;

WHEREAS, the Foreman Living Trust and Joseph and Susan Greiner (collectively the "Owners") filed application for a minor development for the purpose of creating the three parcels of property which were previously subdivided in violation of the Buena Vista Municipal Code ("Code");

WHEREAS, on May 4, 2016, the Planning and Zoning Commission recommended approval of the minor development;

WHEREAS, notice of the public hearing before the Board of Trustees was properly posted, mailed and published pursuant to Section 17-28(c) of the Code;

WHEREAS, the Board of Trustees opened the public hearing on May 24, 2016, and took public comment; and

WHEREAS, after reviewing all materials provided to it and hearing staff and public comment, the Board of Trustees desires to conditionally approve the minor development.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, as follows:

Section 1. The Board of Trustees, having reviewed the application, all information provided and the criteria for minor development as detailed in Section 17-28 of the Code, makes the following findings:

1. Subject to the satisfaction of the condition below, the Final Plat complies with the requirements listed in Section 17-28 of the Code.

2. The minor development complies with the R-1 Zone District lot size requirements as all lots exceed the minimum lot size and width requirements.

3. Adequate utility service to Lot 2 must be provided with an access and utility easement across Lot 1 to connect to the utilities located within James Street. Utilities are available to Lot 3 in James Street; however, if the physical connection to those utilities cannot be made, Lot 3 must obtain easements across adjoining properties.

4. The properties are contained within the floodplain and floodway for Cottonwood Creek and are subject to the Town's Flood Regulations.

5. No new rights of way are required for the minor development. Rededication of the north half of the alley to the Town is required to allow access to James Street for Lot 2.

6. New drainage controls are not required for the existing home. Any new development will require drainage controls, including a survey showing the proposed development with elevations shown compliant with the Town's Flood Regulations.

Section 2. The Board approves the Foreman-Greiner Minor Development, subject to the following condition:

1. The plat shall be revised to provide an access and utility easement for Lot 2 across Lot 1 to allow for connections to infrastructure within the James Street right of way. Lot 3 shall be required to meet each utility provider's requirements at the time of construction on that lot, including but not limited to water, sewer, electric and gas utilities. If connections cannot be made to James Street for Lot 2 or Lot 3 as shown, easements shall be required across any adjoining properties to connect to existing infrastructure and said easements shall be recorded prior to those connections being made.

ADOPTED this 24th day of May, 2016.

_____
Joel Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

TOWN OF BUENA VISTA, COLORADO

RESOLUTION NO. 52
(Series 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF BUENA VISTA AND THE BUENA VISTA SCHOOL DISTRICT R-31 AND AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO EXECUTE RELATED DOCUMENTS.

WHEREAS, the Buena Vista School District R-31 (the "District") is the owner of real property within the Town of Buena Vista (the "Property");

WHEREAS, the Town desires to purchase and the District desires to sell the Property, including all personal property and improvements located thereon; and

WHEREAS, the Board of Trustees finds and determines that it would be in the best interests of the Town of Buena Vista and its residents to purchase the Property, and all personal property and improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO:

1. The Purchase and Sale Agreement between the Town and the District, a copy of which is attached hereto and incorporated herein as **Exhibit A**, is hereby approved and adopted, and the Mayor and the Town Administrator are authorized to execute the same on behalf of the Town of Buena Vista, subject to any amendments to the Purchase and Sale Agreement that the Town Administrator deems necessary.

2. The Mayor and the Town Administrator are further authorized to execute any related documents required to accomplish the Town's purchase of the Property, including all title- and closing-related documents.

RESOLVED, APPROVED AND ADOPTED this 24th day of May, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Joel Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

Exhibit A to Resolution No. 52 (Series 2016)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2016, by and between Buena Vista School District R-31 aka Chaffee County School District Number R-31, a Colorado school district with an address of P.O. Box 2027, Buena Vista, Colorado 81211 ("Seller") and the Town of Buena Vista, a Colorado municipality with an address of P.O. Box 2002, Buena Vista, Colorado 81211 (the "Town").

WHEREAS, Seller owns certain real property in Chaffee County, Colorado; and

WHEREAS, Seller wishes to transfer and convey that property to the Town and the Town wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

l. Purchase and Sale. Subject to the terms contained herein, Seller hereby agrees to sell and convey and the Town hereby agrees to purchase and pay for real property located in Chaffee County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto (the "Property").

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be ten dollars and no cents ($10.00) (the "Purchase Price"), delivered to Seller at closing and upon delivery of the deed at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement. In further consideration for the Property, the Town agrees to seek approval of the registered electors for conveyance to the Seller of a 5 acre parcel of real property owned by the Town at the next general election in November 2016. The exact legal description of the Town's property shall be determined by survey at the Town's sole expense. If the registered electors approve the conveyance, the Town and the Seller shall enter into a purchase and sale agreement for the conveyance of the Town's property to the Seller via a special warranty deed free and clear of all liens and encumbrances, except those of record, which shall include a restriction that the parcel may only be used for recreation purposes by the Seller. If the registered electors of the Town do not approve the conveyance of the Town's property at the election in November 2016, then the Town agrees to enter into a long-term lease of ninety-nine (99) years with the Seller for the Town's property upon terms mutually agreeable to the parties or in the alternative, the Town shall convey another the parcel of similar size as mutually agreed upon by the parties.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to the Town that at closing Seller will have and will convey to the Town good, merchantable and insurable title to the Property, including fee simple title to the Property, subject to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by the Town as hereinafter provided.

(b) Seller represents and covenants to the Town that it comprises all of the parties who have a fee interest in said Property and that, to the best of Seller's knowledge, there are no other interested parties in said property.

(c) If the Town deems, in its sole discretion, that title for any reason is not merchantable in Seller, the Town shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to the Town prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at the Town's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) Seller acknowledges that the Purchase Price and conveyance and/or use of the Town's property is full and just compensation for all of its interests, the interests of all lienholders, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing.

4. Title Commitment; Title Policy. The Town may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, Seller shall execute and deliver to the Town a special warranty deed conveying the Property to the Town in fee simple, free and clear of all general real estate taxes on the Property, except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by the Town at closing.

6. Closing. The date, time and location of closing shall be mutually agreed upon by the Town and Seller as soon as possible following the execution of this Agreement.

7. Closing Costs. The Town shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to the Town hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Entry. Seller shall allow the Town and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests and environmental audits to determine adverse environmental conditions and contamination. The Town's representatives shall give reasonable notice to Seller upon entering the Property for these purposes. The costs of such inspection(s) shall be borne by the Town.

9. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property.

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property, nor does Seller know of any ground for any such litigation, proceedings or investigations.

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by Seller to the Town hereunder, or made available to the Town for inspection hereunder, shall be accurate and correct.

(d) Assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property, and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not.

(e) Leases. Seller has notified the Town of all leases, tenancies or rental agreements relating to the Property, or to any part thereof.

(f) Third party improvements. Seller has notified the Town of all improvements, real or personal, on the Property not owned by Seller, and Seller hereby warrants to the Town that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified the Town of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property.

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property.

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There are no underground storage tanks on the Property;

(6) By acquiring the Property, the Town will not incur or be subject to any liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property. (The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. § 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. § 6903 and "petroleum," as defined in 42 U.S.C. § 6991(8). The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. § 6991. Seller agrees to cooperate with the Town in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Town has the express option of terminating this Agreement.).

(j) To provide the Town with information to protect the Town and its contractors and agents, Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of Seller's knowledge, if requested by the Town.

10. Contingencies.

(a) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Town agrees in writing to acquire the Property subject to any such exceptions. While the Town will assist Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(b) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

11. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

12. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

13. Warranty. Seller warrants that it has the full right and legal authority to make the grant of this Agreement.

14. Governing Law and Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado, and any legal action brought under or as a result of this Agreement shall be brought in Chaffee County, Colorado.

15. Recording. This Agreement may be recorded in the records of the Clerk and Recorder of Chaffee County, Colorado.

16. Modification. This Agreement may only be modified upon written agreement of the parties.

17. Integration. The foregoing constitutes the entire agreement between the parties regarding the use of the Property and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the Property.

[Remainder of page left intentionally blank- Signature on following page]

IN WITNESS WHEREOF, this Agreement is executed by Seller and the Town as of the date first above written.

TOWN OF BUENA VISTA

_____
Joel Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

APPROVED AS TO FORM:

_____
Jefferson H. Parker, Town Attorney

SELLER:

_____

STATE OF COLORADO)
)ss.
COUNTY OF_____)

The above and foregoing document was acknowledged before me this ___ day of _____, 2016, by _____ as _____ of Buena Vista School District R-31 aka Chaffee County School District Number R-31.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires:

EXHIBIT A

All of Block 66, except Lots 1, 2, 3, 4, 5 and 6,
Town of Buena Vista,
Chafee County, Colorado,
Including the old C. and S.R.R. right of way, through Southeast end of the Block.

All of Block 67,
Town of the Buena Vista,
Chaffee County, Colorado,
including the old C. and S.R.R. right of way, through Northwest end of the Block

That portion of Utah Street vacated June 2, 1959, recorded June 4, 1959 in Book 305 at Page 306.

All of Block 68,
Town of Buena Vista,
Chaffee County, Colorado.

All of Block 74,
Town of Buena Vista,
Chaffee County, Colorado,
including the old C. and S.R.R. right of way, through the West corner of the Block.

TOWN OF BUENA VISTA, COLORADO

RESOLUTION NO. 53
(Series 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF BUENA VISTA AND URBAN PROPERTY MANAGEMENT, INC. AND AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO EXECUTE RELATED DOCUMENTS.

WHEREAS, the Town (the "Town") intends to purchase certain real property within the Town of Buena Vista (the "Property") from the Buena Vista School District R-31;

WHEREAS, when the Town acquires title to the Property, the Town desires to sell and Urban Property Management, Inc. ("Urban") desires to purchase the Property, including all personal property and improvements located thereon, to develop an affordable housing project on the Property; and

WHEREAS, the Board of Trustees finds and determines that it would be in the best interests of the Town of Buena Vista and its residents to sell the Property, and all personal property and improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO:

1. The Purchase and Sale Agreement between the Town and Urban, a copy of which is attached hereto and incorporated herein as **Exhibit A**, is hereby approved and adopted, and the Mayor and the Town Administrator are authorized to execute the same on behalf of the Town of Buena Vista, subject to any amendments to the Purchase and Sale Agreement that the Town Administrator deems necessary.

2. The Mayor and the Town Administrator are further authorized to execute any related documents required to accomplish the Town's sale of the Property, including all title- and closing-related documents.

RESOLVED, APPROVED AND ADOPTED this 24th day of May, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Joel Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

Exhibit A to
Res. No. 53

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the Town of Buena Vista, a Colorado municipality with an address of P.O. Box 2002, Buena Vista, Colorado 81211 ("Seller") and Urban Property Management, Inc., doing business as Urban, Inc., a Colorado corporation, with an address of 5600 S. Quebec Street, Suite 200B, Greenwood Village, Colorado 80111 ("Buyer").

WHEREAS, Seller desires close upon the acquisition of certain real property in Chaffee County, Colorado by May 31, 2016; and

WHEREAS, Seller wishes to transfer and convey that property, once acquired by Seller, to Buyer and Buyer wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

l. Conveyance. Subject to the terms and conditions contained herein, Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and pay for the real property located in Chaffee County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto (the "Property").

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be ten dollars and no cents ($10.00) (the "Purchase Price") and other good and valuable consideration, delivered to Seller at closing and upon delivery of the deed at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement. In further consideration for the Property, Buyer agrees to develop the Property to provide affordable housing in accordance with plans approved by the Colorado Housing and Financing Authority.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Buyer that, at closing, Seller will have and will convey to Buyer good, merchantable and insurable title to the Property, including fee simple title to the Property, subject to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by the Buyer as hereinafter provided.

(b) Seller represents to Buyer that, at closing, it will comprise all of the parties who have a fee interest in said Property and that, to the best of Seller's knowledge, there will be no other interested parties in said property.

(c) If Buyer deems, in its sole discretion, that title for any reason is not merchantable in Seller, Buyer shall give immediate notice thereof to Seller, and Seller

shall make a reasonable effort to correct any defects objectionable to Buyer prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Buyer's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) Seller acknowledges that the Purchase Price and conveyance and/or use of Buyer's property is full and just compensation for all of its interests, the interests of all lienholders, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing.

4. Title Commitment; Title Policy. Buyer may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, Seller shall execute and deliver to Buyer a special warranty deed in a form similar to the deed attached hereto as **Exhibit B** conveying the Property to Buyer in fee simple, free and clear of all general real estate taxes on the Property, except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by Buyer at closing.

6. Closing. The date, time and location of closing shall be mutually agreed upon by Buyer and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before July 1, 2017, this Agreement shall automatically terminate.

7. Closing Costs. Buyer shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Buyer hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry. Once Seller has acquired the Property, Seller shall allow Buyer and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests and environmental audits to determine adverse environmental conditions and contamination. Buyer's representatives shall give reasonable notice to Seller upon entering the Property for these purposes. The costs of such inspection(s) shall be borne by Buyer.

10. Risk of Loss; Damage. If improvements are located on the Property, loss or damage to the improvements from any cause, including, but not limited to, fire, vandalism, or

acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Buyer shall be the risk of Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Buyer.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property.

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property, nor does Seller know of any ground for any such litigation, proceedings or investigations.

(c) Documents. Each and every document, schedule, item, and other information delivered or to be delivered by Seller to Buyer hereunder, or made available to Buyer for inspection hereunder, shall be accurate and correct.

(d) Assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property, and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not.

(e) Leases. Seller has notified Buyer of all leases, tenancies or rental agreements relating to the Property, or to any part thereof.

(f) Third party improvements. Seller will notified Buyer of all improvements, real or personal, on the Property not owned by Seller, and Seller hereby warrants to Buyer that it will be, by closing, the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Buyer of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property.

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property.

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There are no underground storage tanks on the Property;

(6) By acquiring the Property, Buyer will not incur or be subject to any liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property. (The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. § 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. § 6903 and "petroleum," as defined in 42 U.S.C. § 6991(8). The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. § 6991. Seller agrees to cooperate with Buyer in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then Buyer has the express option of terminating this Agreement.).

(j) To provide Buyer with information to protect Buyer and its contractors and agents, Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of Seller's knowledge, if requested by Buyer.

12. Further Approvals. Nothing set forth in this Agreement shall preempt or supercede the Seller’s land use or building regulatory authority or any other police powers of the Seller to review, permit and regulate the Property and any development.

13. Contingencies.

(a) Performance by Buyer under this Agreement is expressly contingent upon Buyer’s inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which Buyer has obtained, approval by Buyer of any survey of the Property.

(b) Performance by Seller under this Agreement is expressly contingent upon an award of low income housing tax credits by the Colorado Housing and Finance

Authority to the Buyer by October 1, 2016. If the Buyer does not obtain this award by October 1, 2016, this Agreement automatically terminates.

(c) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless Buyer agrees in writing to acquire the Property subject to any such exceptions. While Buyer will assist Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

14. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

15. Warranty. Seller warrants that it has the full right and legal authority to make the grant of this Agreement.

16. Governing Law and Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado, and any legal action brought under or as a result of this Agreement shall be brought in Chaffee County, Colorado.

17. Recording. This Agreement may be recorded in the records of the Clerk and Recorder of Chaffee County, Colorado.

18. Modification. This Agreement may only be modified upon written agreement of the parties.

19. Integration. The foregoing constitutes the entire agreement between the parties regarding the use of the Property and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the Property.

IN WITNESS WHEREOF, this Agreement is executed by Seller and Buyer as of the date first above written.

TOWN OF BUENA VISTA

_____
Joel Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

APPROVED AS TO FORM:

_____
Jefferson H. Parker, Town Attorney

URBAN PROPERTY MANAGEMENT, INC.:

_____

STATE OF COLORADO)
)ss.
COUNTY OF_____)

The above and foregoing document was acknowledged before me this ___ day of _____, 2016, by _____ as _____ of Urban Property Management, Inc.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires:

EXHIBIT A

All of Block 66, except Lots 1, 2, 3, 4, 5 and 6,
Town of Buena Vista,
Chafee County, Colorado,
Including the old C. and S.R.R. right of way, through Southeast end of the Block.

All of Block 67,
Town of the Buena Vista,
Chaffee County, Colorado,
including the old C. and S.R.R. right of way, through Northwest end of the Block

That portion of Utah Street vacated June 2, 1959, recorded June 4, 1959 in Book 305 at Page 306.

All of Block 68,
Town of Buena Vista,
Chaffee County, Colorado.

All of Block 74,
Town of Buena Vista,
Chaffee County, Colorado,
including the old C. and S.R.R. right of way, through the West corner of the Block.

Exhibit B to Purchase and Sale Agreement with Urban Inc.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made effective this _____ day of _____, 2016, from Town of Buena Vista, Colorado, whose address is P.O. Box 2002, Buena Vista, Colorado 81211 ("Grantor") to Urban Property Management, Inc., doing business as Urban, Inc., whose address is 5600 S. Quebec Street, Suite 200B, Greenwood Village, Colorado 80111 ("Grantee"):

WITNESS, that Grantor, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, the real property, in the County of Chaffee, and State of Colorado, to wit, as described on **Exhibit A**, attached hereto (the "Property");

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through, or under Grantor, subject to those exceptions of record attached hereto as **Exhibit B**.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date first above-written.

GRANTOR

By: _____

Mayor, Town of Buena Vista

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2016, by Joel Benson as the Mayor of the Town of Buena Vista, Colorado.

.

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT A

All of Block 66, except Lots 1, 2, 3, 4, 5 and 6,
Town of Buena Vista,
Chafee County, Colorado,
Including the old C. and S.R.R. right of way, through Southeast end of the Block.

All of Block 67,
Town of the Buena Vista,
Chaffee County, Colorado,
including the old C. and S.R.R. right of way, through Northwest end of the Block

That portion of Utah Street vacated June 2, 1959, recorded June 4, 1959 in Book 305 at Page 306.

All of Block 68,
Town of Buena Vista,
Chaffee County, Colorado.

All of Block 74,
Town of Buena Vista,
Chaffee County, Colorado,
including the old C. and S.R.R. right of way, through the West corner of the Block.

EXHIBIT B

[Insert Title Exceptions from Commitment]

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643
Fax: (719)395-8644

Letter of Support
Collegiate Commons Subdivision

May 24, 2015

Dear Colorado Housing and Finance Authority (CHFA) and Urban, Inc.,

The Town of Buena Vista supports Urban, Inc.'s proposed Collegiate Commons Subdivision and has worked with the firm over the last 12 months on the proposal. There is a need for affordable housing and town is grateful that Urban, Inc. is taking a lead to address the issue. Last year the town submitted an application and was not awarded. We sought feedback from CHFA and have made adjustments and formed new partnerships. Town is happy to have formed a new partnership with the Buena Vista School District to assist with affordable housing.

The process for affordable housing continues to be a problem for the town and Chaffee County. Affordability is sited as the biggest barrier for employers, residents and continues to impact the quality of life for the community. The same statistics sited in our last application apply. The data shows that 88% of employers in Chaffee County indicated that affordable housing is a problem for employees. Currently, 38% of the town's workforce is low wage earners, and 59% of our families spend more than 30% of their income on housing.

Affordability is a problem for Buena Vista and the entire county. Vacation rentals, second homeowners, and custom homes have driven up the cost of living for residents in our community. The town supports creating affordable housing opportunities for local teachers, police officers, fire fighters, government, construction and service industry workers.

The town supports public/private partnerships to address issues like affordable housing. Based on need and the proposed partnership between Urban, Inc., the town, and the Buena Vista School District; we as a community support Urban, Inc.'s application for the Federal Low Income Housing Tax Credit program offered through the Colorado Housing and Finance Authority.

The town is in support of working with Urban, Inc. on the proposed development. The property is located in our downtown, is situated near school facilities and is located along our Safe Routes to School. The area is easily accessible to our recreation areas and trail systems. This subdivision is compatible with the surrounding neighborhoods and is nestled between our new urbanism development and the historic district.

The Town of Buena Vista would like for CHFA to consider Urban. Inc.'s application. Even though the town is considered rural, the struggle to keep lower income earners in our community is an increasing problem with new development. Thank you for your consideration and we hope to learn of the outcome very soon.

Sincerely,

Joel Benson
Mayor, Town of Buena Vista

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643
Fax: (719)395-8644

DATE: May 24, 2016

TO: Mayor and Board of Trustees

FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Resolution #54 of the Board of Trustees for the Town of Buena Vista, Colorado Authorizing a Construction Contract with National Car Charging for the Design, Furnishing and Installation of Publicly Accessible Level 2 Electrical Vehicle (EV) Charging Stations."?

Request

A request to approve a construction contract for the installation of two electrical vehicle charging stations located at the Buena Vista Optimist Square Splash Park and the River Park Boat House.

Overview

The town received a grant from Charge Ahead Colorado for $12,520. Town budgeted $12,520 as a match for the grant for a total budget of $25,040. The town received one bid at $34,727 which is $9,687 over budget. The downtown location at the splash park requires some asphalt work for installation and has increased the budget. Staff has reached out to Sangre De Cristo to assist us with the overage. They are open to a partnership to assist with additional expenditures.

Policy Alignment

Policy Governance Doctrine:

- Economic Vitality
- Environment

Comprehensive Plan

BOT Action

Motion to **Approve** or **Deny** adoption of Ordinance #54 A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO AUHTORIZING A CONTRACT WITH NATIONAL CAR CHARGING FOR THE DESIGN, FURNISHING AND INSTALLATION OF PUBLICY ACCESSILE LEVEL 2 ELCTRIC VEHICHLE (EV) CHARGING STATIONS."?

RESOLUTION NO.54
(Series 2016)

A RESOLUTION APPROVING A CONSTURCTION CONTRACT WITH NATIONAL CAR CHARGING FOR THE TOWN OF BUENVA, COLORADO FOR THE CONSTRUCTION OF TWO ELECTRICAL VEHICLE CHARGING STATIONS

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO:

The Construction Agreement is attached hereto as **Exhibit A** is hereby approved and the Mayor is authorized to execute the same.

RESOLVED, APPROVED AND ADOPTED this 24h day of May, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Mayor, Joel Benson

ATTEST:

_____
Town Clerk, Janell Sciacca

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PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS

FROM: National Car Charging LLC
209 Kalamath St., Suite 3
Denver, CO 80223

TO: Town of Buena Vista
210 East Main Street
Buena Vista, Colorado 81211

Project Name: Two Electrical Vehicle Charging Stations Installation Project

Bid Number _____N/A_____ Project No. _____N/A_____

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 25 day of May, 2016.

Prospective Contractor National Car Charging

By: James Burness

Its: CEO/General Manager
Title

(*Insert the Individual, Corporate or Partnership Certificate as appropriate)*

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made and entered into this 25 day of May, 2016, by and between the TOWN OF BUENA VISTA, 210 East Main Street, Buena Vista, Colorado 81211, a Colorado municipal corporation (the "Town"), and National Car Charging, an Electrical Vehicle Charging company ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference: As Exhibit A, title Scope of Work and Technical Specifications.

2. Certificate of Insurance. Within ten (10) days of the date of this Contract, Contractor shall provide the payment and certificate of insurance required by the Contract Documents.

3. Commencement and Completion of Work. Contractor shall commence the Work within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the 29 day of July, 2016, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within fifteen (15) days of the date of Substantial Completion.

4. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed thirty-four thousand and seven-hundred and twenty-seven dollars, ($34,727). The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Illegal Aliens.

A. Certification. By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

C. Verification.

(1) If Contractor has employees, Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use the E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien who is performing work under the Contract, Contractor shall:

1. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Contract; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the contract; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Contract.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Contract.

E. If Contractor does not have employees, Contractor shall sign the attached "No Employee Affidavit."

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

6. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Chaffee County, Colorado.

7. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

8. Integration. This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

9. Third Parties. There are no intended third-party beneficiaries to this Contract.

10. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: _____
Town of Buena Vista
210 East Main Street
Buena Vista, Colorado 81211

Contractor: _____
James Burness
National Car Charging
209 Kalamath St., Suite 3
Denver, CO 80223

11. Severability. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

12. Modification. This Contract may only be modified upon written agreement of the Parties.

13. Assignment. Neither this Contract nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

14. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations (presently one hundred fifty thousand dollars ($150,000) per person and six hundred thousand dollars ($600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

15. Rights and Remedies. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

TOWN OF BUENA VISTA, COLORADO

_____
Joel Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

APPROVED AS TO FORM:

_____
Jeff Parker, Town Attorney

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor does not have any employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

☒ I, James Burness, am the sole owner/member/shareholder of National Car Charging LLC, a Colorado limited liability company [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

2. Check one.

☒ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card;*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence* <u>*and*</u> *identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.

_____ ____5/20/16_____

Signature Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Contractor participates in the Department of Labor's Lawful Presence Verification Program]

I, James Burness from National Car Charging, as a public contractor under contract with the Town of Buena Vista (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

_____ _____

Contractor Signature Date

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____

Notary Public

CERTIFICATE OF INSURANCE

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, James Burness from National Car Charging LLC, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Buena Vista shall rely on the information provided.

This information is provided for the Town of Buena Vista, for project titled Two Electrical Vehicle Charging Stations Installation Project.

By: _____

Title: _____

Agency: _____

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

NOTICE OF AWARD

Date: May 25,2016

James Burness
National Car Charging
209 Kalamath St., Suite 3
Denver, CO 80223

RE: Two Electrical Vehicle Charging Stations Installation Project

Dear James Burness:

Thank you for submitting a Bid for the Two Electrical Vehicle Charging Stations Installation Project**.**

Your firm submitted the most qualified Bid and you have been selected as the successful Contractor. Accordingly, this is your Notice of Award for the Two Electrical Vehicle Charging Stations Installation**.**

Enclosed please find an original and duplicate original Construction Contract. Please review and sign both, then, within ten (10) days of receipt of this letter, return both to me along with your certification of insurance, and appropriate powers of attorney. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents. Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Contracts, the Town will execute both and return one fully executed original to you.

Should you have any questions, please call me at 719-966-9966.

Sincerely,

Greg Maggard, Public Works Director

5/25/2016

NOTICE TO PROCEED

Date: May 25,2016

James Burness
National Car Charging
209 Kalamath St., Suite 3
Denver, CO 80223

RE: Two Electrical Vehicle Charging Stations Installation Project

Dear James Burness:

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Construction Contract between you and the Town of Buena Vista concerning the Two Electrical Vehicle Charging Stations Installation Project.

Please note that in accordance with the Construction Contract, Work must commence within ten (10) days of the date of this Notice, and all Work must be completed within sixty-four (64) days of the date of this Notice, which shall be the 29 day of July, 2016

If you have any questions, please call me at 719-966-9966.

Sincerely,

Greg Maggard, Public Works Director

5/25/2016

CERTIFICATE OF FINAL PAYMENT

With reference to Contract Number _____ dated _____, 20__, between the undersigned Contractor and the Town of Buena Vista, for: _____ at Buena Vista, Colorado

The undersigned hereby certifies that all costs, charges and expenses incurred by it on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises, and/or used in connection with its Work under the Contract have been duly paid.

The undersigned further certifies that to its best knowledge and belief (based upon reasonable investigation) each of its subcontractors and material men have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's Work under the Contract.

In consideration of _____ dollars ($_____) representing final payment under the Contract, the undersigned hereby releases and discharges the Owner and Owner's property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the Work.

As additional consideration for the final payment, and to the fullest extent permitted by law, the undersigned agrees to indemnify and hold harmless Owner from and against all costs, losses, damages, claims, causes of action, judgments and expenses arising out of or in connection with claims against Owner which may be asserted by the undersigned or any suppliers, subcontractors of any tier or any of their representatives, officers, agents and employees for the costs, losses, damages, claims, causes of action, judgments and expenses and expenses that are attributable to the act, omission, error, professional error, mistake, negligence or other fault of the undersigned.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of the Contract as amended, which by their nature survive completion of the Work including, without limitation, warranties, guarantees and indemnities.

Executed this _____ day of _____, 20__.

_____
Contractor

CERTIFICATE OF FINAL ACCEPTANCE

Date: _____

TO: _____ Project No.: _____

Project Title: _____

This is to advise you that a final inspection of the referenced Work has been made and all work and material was found to be satisfactory. Therefore, the Work is considered to be complete in accordance with the approved plans, specifications and contract documents.

In accordance with the Contract, all Warranty periods shall begin as of the date of this letter.

TOWN OF BUENA VISTA, COLORADO

By: _____

Title:_____

GENERAL PROVISIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

A. Construction Contract;
B. General Provisions
C. Special Provisions;
D. Technical Specifications;
E. Construction Drawings;
F. Certificate of Insurance Verification;
G. Notice of Award;
H. Notice to Proceed;
I. Bid Bond;
J. Payment and Performance Bond;
K. Certificate of Final Payment;
L. Final Acceptance Form; and
M. Documentation submitted by Contractor prior to Notice of Award.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Construction Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CITY:

The Town of Buena Vista, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.05 CONTRACT PRICE:

The amount set forth in Paragraph 4 of the Construction Contract.

1.06 CONTRACT TIME:

The time for completion of the Work as set forth in Paragraph 3 of the Construction Contract.

1.07 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.08 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Work.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

1.12 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Town of Buena Vista Board of Trustees shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Change Order has been performed.

2.04 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time.

"Weather" shall be precipitation, temperature, or wind. An "adverse weather condition" is weather that on any calendar day varies from the average weather conditions for that day by more one hundred percent (100%) as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" shall mean the number of days in excess of the anticipated adverse weather days per month as set forth below:

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	4	4	4	6	3	4	2	3	3	2	5

By reason of example only, if in March there are two (2) days when the snowfall exceeds the average snowfall for that day by one hundred percent (100%), those two days will have experienced an "adverse weather condition." However, there will have been no "unanticipated adverse weather conditions" in March, because there are four (4) anticipated adverse weather days in March, which should be accounted for in the Contractor's schedule. Contractor will not be entitled to a delay. If, however, there are five days in which the snowfall exceeds the average snowfall by one hundred percent (100%), an unanticipated adverse weather condition will have occurred, and Contractor shall be entitled to request an extension of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.05 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq*., as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

3.05 CLEANUP:

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work, except the Town of Buena Vista Sales Tax, for purchases within the Town, and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a Town tax-exempt number for the sales tax exemption.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Work. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the work site necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, 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 or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any

such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. 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 law for any employee engaged in the performance of work under this Contract, and Employer's Liability insurance with minimum limits of one hundred thousand dollars ($100,000) each accident, five hundred thousand dollars ($500,000) disease – policy limit, and one hundred thousand dollars ($100,000) 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 at least one million ($1,000,000) each occurrence and two million dollars ($2,000,000) general 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, products, and completed operations. The policy shall contain a severability of interests provision, and, to the extent that liability results from the acts or omissions of Contractor, the policy shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Business Automobile liability insurance with minimum combined single limits of at least one million ($1,000,000) each occurrence.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BOND:

A performance and payment bond is not required for the project.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

7.02 FINAL PAYMENT:

Upon final acceptance of the Work, the Town shall make final payment to the Contractor pursuant to C.R.S. § 38-26-107.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
$0-$50,000	$350
$50,000-$100,000	$380
$100,000-$250,000	$440
$250,000-$500,000	$520
$500,000-$1,000,000	$640
$1,000,000-$2,000,000	$820
$2,000,000-$4,000,000	$1,080
$4,000,000-$8,000,000	$1,450
$8,000,000-$12,000,000	$1,820
$12,000,000 or greater	$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Board of Trustees. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Board of Trustees.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than one hundred twenty-five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, date, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior

written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Contract.
2. Special Provisions.
3. General Provisions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

SPECIAL PROVISIONS

1. General.

   A. All labor, services, material, and other work necessary for the construction of the Two Electrical Vehicle Charging Stations shall be provided by Contractor. Contractor's responsibilities shall include, but not be limited to: managing the budget; scheduling and coordinating work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders and notices of substantial completion for the Town.

   B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

   C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. Other Regulations.

   A. Contractor shall ensure that the Work is in compliance with CDOT Specifications, the Americans with Disabilities Act, and other applicable codes and specifications.

   B. In case of any discrepancy between any of the requirements set forth in the CDOT Specifications, the Americans with Disabilities Act, other applicable codes and specifications, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

3. Representatives. Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents.

4. Work Administration. The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. Engineer. The Engineer for this Work shall be the Town Engineer.

6. Inspections and Testing.

A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Work Schedule. Contractor shall, within ten (10) days of the date of the Notice to Proceed, but before any Work is started, prepare and submit to the Town for approval a practicable progress schedule showing the order in which Contractor proposes to perform the Work, and the contemplated dates for completing the same including the dates when Town information and approvals are required. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each two (2) week interval as directed by the Town and shall deliver to the Town three (3) copies thereof on a biweekly basis.

8. Construction Schedule.

A. Before Work is commenced and materials ordered, Contractor shall meet and consult with the Town regarding materials, equipment, and all arrangements for prosecuting the Work. At the time of the Pre-construction Conference, Contractor shall prepare and submit to the Town for review a construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

9. Saturday, Sunday, Holiday and Night Work.

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as indicated on the construction schedule. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least forty-eight (48) hours before such time so that inspection and engineering services can be provided. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective, solely on the grounds that it was not properly inspected.

C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Contractor's risk in terms of extra costs, extra work, or unforeseen conditions.

10. Progress Reports.

A. Progress and Schedule Revision: Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each two (2) week period, or at such other times as the Project Manager may request. Contractor shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

11. Pre-construction Conference.

A. Contractor shall coordinate the Pre-construction Conference. Contractor's designated supervisor(s) assigned to the Work shall attend this meeting.

B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

(1) The construction schedules;

(2) A detailed estimate of partial payments for the Work;

(3) The traffic control plan;

(4) A detailed plan showing site access and staging areas; and

(5) A subcontractor submittal, including names and contact phone numbers.

14. Fees and Permits.

A. Prior to commencing any Work, Contractor shall secure, at its own expense, all necessary fees and permits required for the performance of the Work, including an Army Corps of Engineers 404 permit, if necessary. The cost of compliance with this Section (including fees) is included in the Contract Price, and no additional compensation shall be provided.

B. All fees for permits issued by the Town shall be waived.

15. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least forty-eight (48) hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

16. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.

17. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within twenty-four (24) hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

18. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.

19. Sanitary Facilities.

A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.

C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.

D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

20. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.

21. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.

22. Traffic Control

A. Contractor shall furnish all necessary flagpersons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices or requirements of permits issued by the Town.

B. At the Pre-construction Conference, Contractor shall submit five (5) copies of a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the work site.

C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time.

F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It is anticipated that a large number of employees will use automobiles for transportation to and from the work site. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

23. Archaeological and Historical Discoveries.

A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the work site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the work site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than eight (8) normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

24. Water Control.

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

25. Disposal Site

A. Contractor shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not entitle Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.

B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Contractor to additional compensation.

26. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

27. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

28. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area. .

29. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

EXHIBIT A
STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS

Description of Service:

1. Provide turnkey installation of dual level 2 Electric Vehicle Chargers at the parking lots as identified per job walk.

Installation Cost Breakdown

2. Location #1 Installation total $7290.00
   a. Install one NCC provided dual level 2 EV pedestal mount charger
   b. Provide power from existing panel on pole across street
   c. Install conduit in trench, trench by others, pricing below
   d. Pour concrete pad for charger
   e. Install two new 40 amp 2 pole breakers in existing panel at pole across street
   f. Provide permit
   g. Provision charger
   h. Enroll in assure program

3. Location #2 Installation total $4240.00
   a. Install one NCC provided dual level 2 EV pedestal mount charger
   b. Provide power from existing panel inside building
   c. Run new conduit and wire from panel to charger
   d. Trench from edge of railing to charger location included
   e. Pour concrete pad for charger
   f. Install two new 40 amp 2 pole breakers in existing panel at pole across street
   g. Provide permit
   h. Provision charger
   i. Enroll in assure program

4. Trenching total $6,180.00

Excludes

1. New Transformer and Panel, unless otherwise noted
2. Bollards or wheel stops
3. New striping and paint unless otherwise noted
4. Additional signage outside of what was proposed in the response to the RFP
5. Cellular signal booster

Repair and Maintenance of Car Charger:

1. Alliance Electric Solutions will include labor free of charge to fix any problems related to charger install for a period of one year. Charger parts excluded but covered by manufacturer's warranty.
2. Alliance Electric Solutions will match the manufacturer's warranty for the replacements of any defective or malfunctioning parts. If a part needs to be replaced during the manufactures warranty period, Alliance Electric Solutions will complete the work free of charge.
3. If a problem is detected, call Alliance Electric Solutions and someone from Alliance will be onsite within 48 hours to troubleshoot the issue. I can be contacted at 720-232-0558.
4. After warranty expires, Alliance Electric Solutions will troubleshoot and repair any malfunctioning parts at a labor rate of $75 per hour and 10% markup on materials.

Clarifications and Inclusions:

1. Includes all labor costs to obtain permits and inspections.
2. This proposal is based solely off of the information distributed for pricing. No pricing is included for existing conditions or obstructions not evident prohibiting the completion as specified.
3. Proposal assumes that the existing conditions will accommodate the proposed changes for power, etc. and that the existing electrical has the capacity to handle the additional change and load to the present system. No new transformers, panels and gear, etc. included unless otherwise noted.
4. Warranty does not apply to existing equipment and electrical devices to remain or be reused.
5. This proposal assumes that the integrity of all existing circuitry and electrical systems is intact. All circuits and electrical that are to remain are to code and operational. Any additional labor and material to fix or repair the previously mentioned will be billed on a time and material basis at $87.00/hr. + material.
6. All labor is proposed for regular business hours (7:00am-5:00pm, Mon.-Fri.). All tasks requiring to be performed after-hours will be assessed overtime rates to the labor.
7. Prices for materials are based on prices at the time of the proposal and will be revised for current material prices, if necessary.
8. Any work outside the scope of this proposal will be addressed as a change order and must be approved before work is performed.

Payment Schedule:

1. 25% due prior to mobilization
2. Invoices will be submitted for work completed.
3. Net 30, payments not received within 30 days of the date of invoice will accrue

National Car Charging will provide the following as outline in the response the request for proposal. The project is expected to be completed by July 29, 2016.

Equipment Specifications

CT4000 Family

The CT4000 is the latest generation of ChargePoint Level 2 charging stations. The CT4000 family of easy-to-use ADA compliant charging stations integrates design and functionality with superior reliability and durability. All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports, each supplying up to 7.2kW (208/240VAC @ 30A). Bollard and wall mount configurations are available for easy installation anywhere.

CleanCord™ Technology

Every CT4000 also comes standard with cord management, with 18' and 23' cable length options available. The need for drivers to coil up the cord is eliminated with the self-retracting cord management system, ensuring that the cord is always off the ground when not in use. The cord management utilizes a counterweight system to ensure that the pull on the cord is not excessive and the maintenance is minimal.

CT4000 Specifications

- UL listed for USA and UL certified for Canada; Complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
- Rated for outdoor usage, NEMA 3R
- Full -30C to +50C (-22F to 122F) operation including cord management
- AC Input (208 to 240VAC) @ 30 Amps
- LED status indicators and 5.7" LCD display that provides driver instructions and station status
- Downloadable full motion videos
- Replaceable signage on cord management pole
- Bollard style pedestal mount and wall mount options available, ADA compliant
- Modular assembly for fast installation and service
- Next generation charging cord that remains flexible even at low temperature (18' and 23' cords are available)
- RFID supports virtually all formats, including ChargePoint cards, contactless credit cards, and NFC
- Locking Holsters – deters vandalism, improves safety
- Advanced CCID, fault retry, and overcurrent detect features avoid truck rolls from vehicle induced faults
- Gobi™ dual modem technology (GSM and CDMA) assures plug and play communications
- Fully software upgradable over-the-air
- Each port individually metered

The CT4000 LCD display supports full motion video with instructional animation playing in a continuous loop. Every station has an interactive help menu driven by 5 touch buttons located below the LCD screen, and a toll free number is provided for drivers to call for 24/7/365 support. Support is available in English, French, and Spanish.

Networking

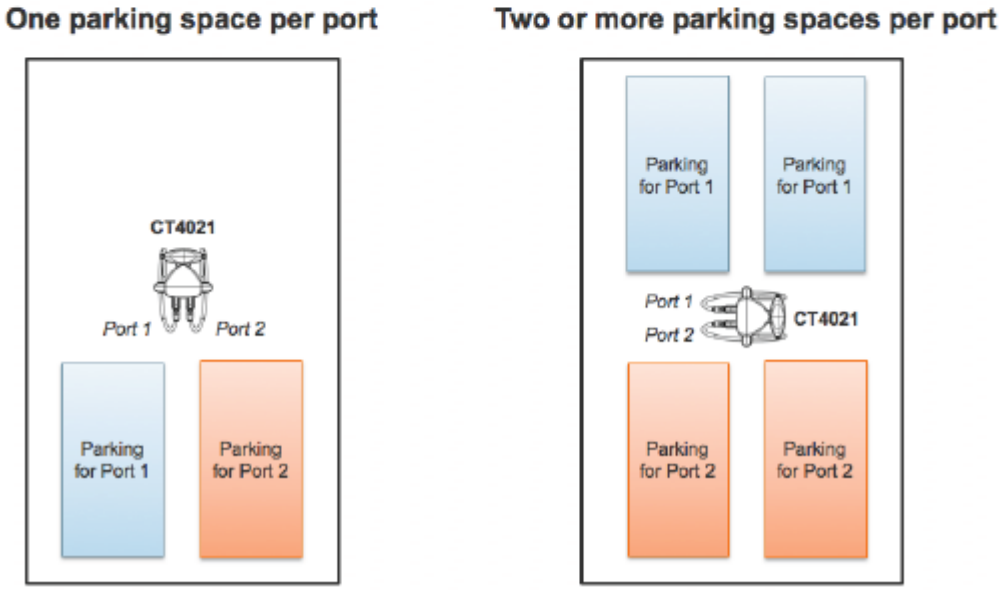
ChargePoint-enabled charging stations connect to the ChargePoint cloud over the cellular data network and are grouped together into radio groups. A radio group always consists of one or more charging stations located in the same area. One station is a "gateway", containing a cellular modem that allows it to communicate with the ChargePoint cloud via secure M2M cellular technology. The gateway also provides the local communications link to allow "non-gateway" stations located nearby to communicate with ChargePoint using secure 802.11 wireless local networking. This architecture provides a cost effective means of scaling an EVSE installation, as not all stations require a cellular modem and WAN uplink and no need for reliance on local IT resources for Internet access.

Software Upgrades

Updates to the station software are performed over-the-air and performed automatically as part of the network service plan. There is no additional charge for updates.

Flexible Installation Options

The CT4021 is a dual-port Level 2 station and can serve either 2 or 4 parking spaces depending on the parking configuration. Pedestal and wall mount options are available.



Service and Maintenance

ChargePoint Assure

To keep your stations online and to ensure an enjoyable experience for both the driver as well as the station owner, we go beyond the typical warranty break fix features. We've included station management, station performance metrics reporting and unlimited software configuration changes at no additional cost.

We back our performance with a Service Level response time commitment and a 98% annual station uptime commitment. We even cover labor costs for items typically excluded from most warranties like vandalism, abuse and accidents.

Ongoing station management service is a key part of Assure. The annual Cloud Services Subscription is required for all ChargePoint stations and gives you, the station owner, access to a rich set of data and analytic tools to monitor the usage of your charging stations, identify problems, and assess how well your stations are meeting your business goals. You can easily add new stations, and design and modify your station policies, however with Assure, you may request these changes be performed on your behalf by our expert staff.

With the station management service from ChargePoint Assure, you can request the day-to-day management of your stations be performed by the ChargePoint team for hands-off management.

Key benefits of ChargePoint Assure:

- Unlimited software configuration changes
- 98% annual uptime guarantee with non-performance penalty
- 1 business day response time to station failures or 1 business day from Parts arrival when required
- Monthly summary reports and detailed quarterly reports of your station's performance metrics
- Proactive station monitoring and dispatch
- Labor coverage for station equipment issues typically not covered by warranty such as vandalism, abuse and accidents caused by reckless drivers or snow plows

Driver Support

ChargePoint provides 24/7 toll-free live driver support to anyone using a ChargePoint station, including non-ChargePoint cardholders, **all at no cost to the driver**. With over 25,000 charging spots and over 170,000 registered drivers, ChargePoint has a long track record of success and provides the highest level of support in the industry.

EV Driver and ChargePoint Account Assistance
U.S. and Canada Toll Free: 1-888-758-4389
(24 hours)

Station Owner, Installer and Partner Support:
U.S. and Canada Toll Free: 1-877-850-4562
(Mon - Fri, 5 AM PST - 6 PM PST)

Current Support Metrics

	Driver Support	**Technical Support**
Service Level: Call Center	95%	98%
Avg. Call Speed of Answer	<30 secs	<8 secs
Avg. Email Response Time	24 hrs.	4 hrs.
Monthly Call Volume	**9,500**	**1,300**
Monthly Email Volume	**1,600**	**3,000**

Network Services and Security

User Accounts and Access Control

Station owners are in complete control of the charging station policies: who can use them, how much drivers pay to use them, and what messaging and video content to display. Every station or group of stations may have different policies applied, or all stations may be provisioned exactly the same – providing the ultimate in flexibility.

ChargePoint stations that are publically accessible are visible on the ChargePoint website map, on ChargePoint mobile applications (available for both Apple IOS and Android), as well as many in-dash POI systems from EV car manufacturers.

Stations that are restricted to only employees will only be visible to those employees. Non-employees will not see the stations on the map, and unless they physically see the station, will not even know of its existence. This flexibility allows station owners to ensure that employees have full visibility to every station, if it's in use or occupied, and when a port comes available should they be waiting, even though the general public will not.

Guests will be able to see guest charging stations on the ChargePoint map, mobile application, and in-dash POI systems, and feel confident knowing prior to arriving at the facilities that they will be able to charge and what their pricing may be (if any).

ChargePoint Waitlist

You as the station owner may choose to enable ChargePoint Waitlist. Enabling this feature makes it easy for drivers to share ports and help you efficiently **serve more drivers with fewer stations**. Waitlist can maximize the utilization of stations and does not require the administrator to do anything once it has been configured.

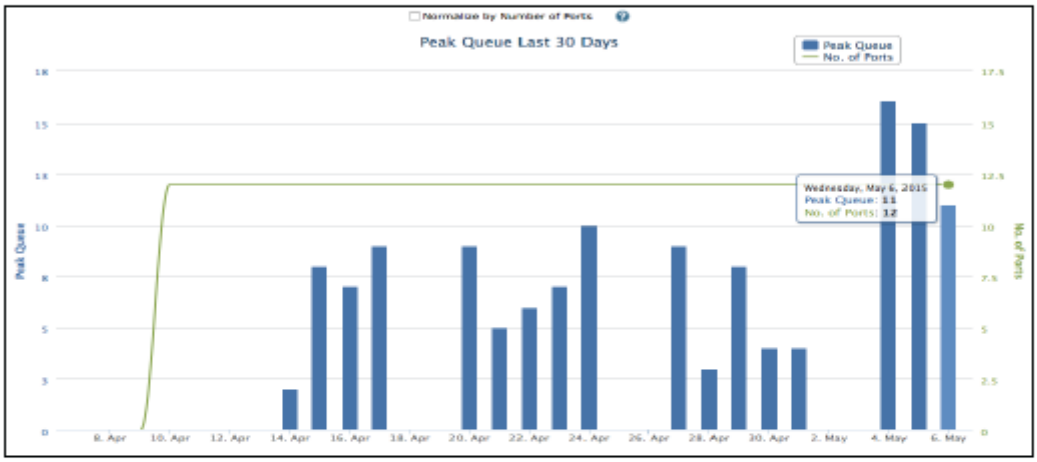
Waitlist works by allowing drivers get in line for the next available charging station, informing them when a station becomes available and even holding it for them while they walk to their vehicle, drive it to the station, and plug in. The driver decides which ports he wishes to line up for, and joins a "virtual lineup". As ports free up notifications are sent to the next driver in line and the port is temporarily reserved just for that driver. The driver has the ability to accept the reservation and use the port, or the driver may decide to skip his turn and let the person behind go ahead – while retaining his place in line, or may simply opt-out of line altogether.

As the station owner, you are in complete control of how the waitlist operates. Session policy limits may be set based on one or more of the following:

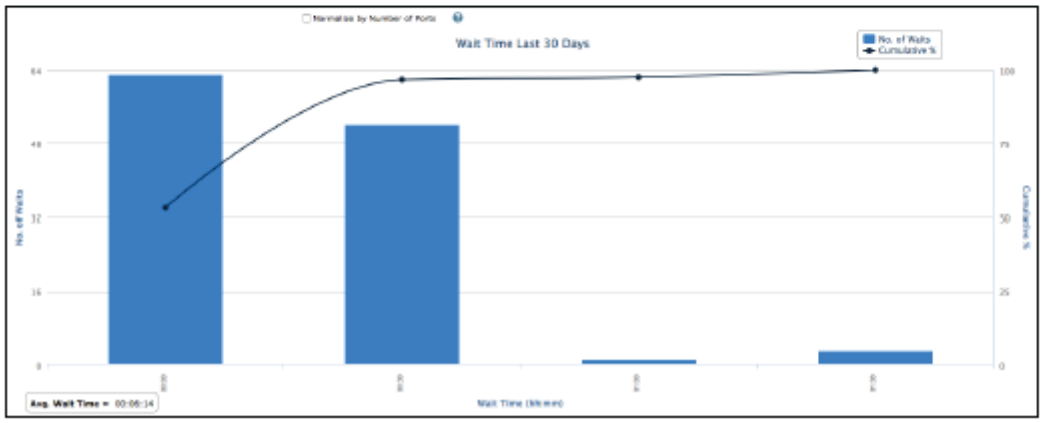
- a fixed number of hours

- a total kWh of energy
- the vehicle reaching full charge

As an example, you may set the session policy such that drivers are notified upon their vehicle reaching full charge or 4 hours, whichever comes first. The system automatically notifies drivers that they have reached the policy limit and requests them to move their vehicle. Once the vehicle is moved the driver that is next in line for a spot is notified and the spot is reserved for them until they plug in. Detailed reports are available to monitor the waitlist and ensure the policies put in place are having the desired effect, including peak queue depth and average wait time.



Peak Queue Depth Report



Average Wait Time Report

Flex Billing

ChargePoint handles the entire billing process from end to end. All payment processing, funds transfer and collections are handled automatically, with payments processed at the end of every month. Under this proposal, you as the station owner may set pricing to **best serve your drivers**, using any of the following options:

- **A fixed rate for the session**. The driver pays a set fee for the entire session.
- **An hourly rate**. The driver pays per hour, similar to how a parking meter operates.
- **An energy rate**. The driver pays for the energy consumed on a per kWh basis.
- **Length-of-Stay pricing**. One price is charged during the first x hours and another price is charged for every hour afterwards.
- **Time-of-Day pricing**. One price is charged during peak hours and another during off-peak hours.
- A **minimum** and/or a **maximum** fee per session.
- ***A combination of the above***. For example, a flat session fee PLUS an hourly rate or an hourly rate PLUS per kWh pricing, or a minimum session fee PLUS an hourly rate.
- **Driver groups.** Station owners may set unique policies for different classifications of drivers (e.g. employees vs. visitors) using the options above.

PCI Compliance

ChargePoint is PCI Certified as both a Service Provider and Merchant and audited by 3rd party QSA. The ChargePoint Network undergoes regular PCI-DSS compliance certification testing from a third party auditor. The current Attestation of Compliance is available to customers under NDA. Tier 1 service providers host ChargePoint's data centers. All data centers are SSAE16 compliant. The hosted data center has physical security in place and prevents any access to servers by unauthorized parties, and undergoes independent physical security audits as part of their own PCI certification process. The ChargePoint Network is running in two physically independent (hundreds of miles apart) secure hosted data centers, providing fail-over capabilities for disaster recovery and business continuity.

Payment Handling

Charging sessions are authorized at the charging station by use of a credit card, a ChargePoint account RFID card, via the ChargePoint mobile application, or by authorized driver support representatives over the phone 24/7 via a toll-free phone number using a credit card. Driver support is available to all drivers using any station on the ChargePoint network – whether the driver is registered with ChargePoint or not. Live phone support is available in English, French, and Spanish.

ChargePoint Driver accounts are offered as a convenience for the driver - they are not a subscription. **Drivers pay no monthly fees and there is no setup fee to join ChargePoint.**

Drivers provide credit card information to fund their ChargePoint account, modeled on electronic toll systems. As the driver uses charging stations, the session fees are automatically deducted from the account balance. When the remaining balance falls below a certain threshold, additional funds are charged to the credit card to "top up" the account. Over time, ChargePoint automatically adjusts the "top up" amount based on the monthly transaction history of the driver. The desired result being that the driver's credit card is only charged once per month. Account holders have access to detailed transaction records to be able to verify and monitor account activity without the need to examine one or more monthly credit card statements that contain a mix of every day transactions.

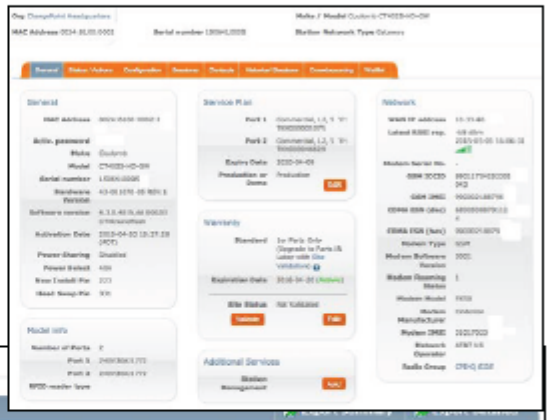
ChargePoint is partnered with major Automotive OEMs, including BMW, Cadillac, Chevy, Fiat, Nissan, Volkswagen, and Smart, providing integrated electric vehicle charging station POI data for in-dash navigation systems and custom branded ChargePoint welcome kits included in the glove box. **Many EV drivers in your community are already ChargePoint cardholders**.

Reporting and Monitoring

ChargePoint provides extensive monitoring and reporting capabilities in a user-friendly and highly flexible web interface. Access to the web portal and the standard set of reports is included in the network service plan at no additional cost. Energy Management functions and advanced analytics are available for an additional fee.

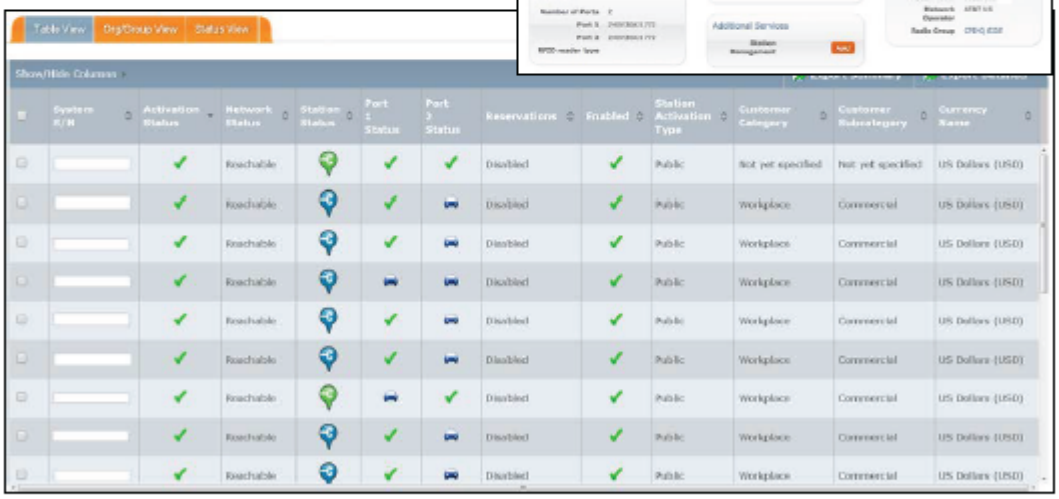
The ChargePoint web portal provides the tools necessary to actively monitor and manage all stations, including real-time status for each port; making is easy to view important information in a clear and concise table format.

Detailed real-time status for individual stations is available on the Station Properties page, including active charging sessions.



Administrators have the ability to:

- Get live status, including network connectivity and port status
- Reboot the station
- View live charging sessions
- View a history of charging sessions



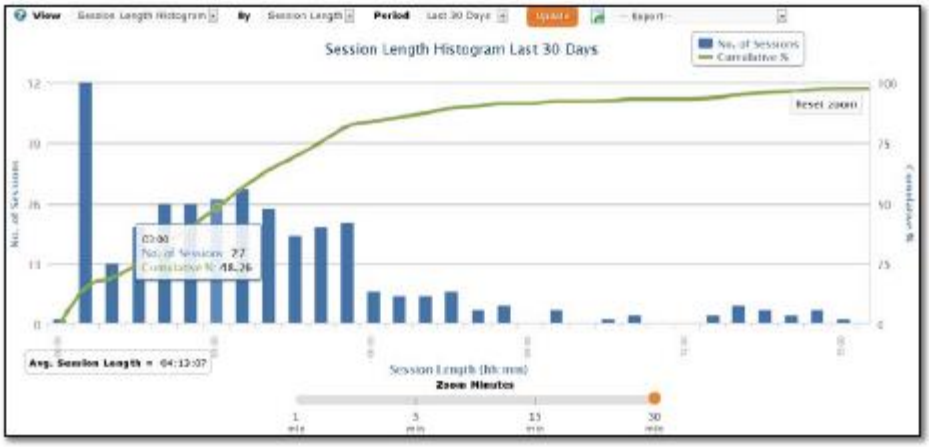
All reports may be exported to Excel or CSV format from the reports page directly. Alternatively, data may be retrieved using the ChargePoint Web Services API. The categories of reporting available on ChargePoint are:

Analytics: A large collection of information, including peak occupancy, session information, energy dispensed, and GHG savings. There are several reports that should be highlighted:

- The **Unique Driver** Report shows how many different drivers utilize the station in a given timeframe. This is very useful in determining whether you have the same people charging all the time at the stations or if there are a wide variety of drivers using the stations
- The **Session Length Histogram** Report shows the average stay time at a station. When stations are used all the time it is important to look at how long people are staying.
- The **Average Utilization** Report shows how many hours during the day stations are being used.

Financial: If a fee is associated with charging, this report shows the monthly Flex Billing statement, including how much Drivers spent charging at the Organization's stations, and how much money the Organization receives on a monthly basis.
Logs: a chronology of configuration changes and the success or failure of any attempt by the ChargePoint cloud to download information to the stations.
Audit Trail: All configuration and other actions including the user account that performed the action
Alarms: a table of station events, including service-affecting faults

Sample Energy Usage Report



Sample Session Length Histogram Report

Sample Average Station Utilization Report

Session Details

All charging sessions have the following information recorded and available for export:

- Station Name
- MAC Address
- Org Name
- Start Date
- Start Time Zone
- End Date
- End Time Zone

- Transaction Date (Pacific Time)
- Total Duration (hh:mm:ss)
- Charging Time (hh:mm:ss)
- Energy (kWh)
- GHG Savings (kg)
- Gasoline Savings (gallons)
- Port Type
- Port Number
- Plug Type
- Address 1
- Address 2
- City
- State/Province
- Postal Code
- Country
- Latitude
- Longitude
- Currency
- Fee
- Ended By
- Plug In Event Id
- Driver Zip Code
- User ID

Driver Interface

The **Driver** web portal provides a map of all charging stations within the geographical region of the driver, offering information on the charging station including its availability, reservation status and charging fee (if any).

Drivers are able to view real time charging status, make or change reservations, join a Waitlist, view real-time status of the waitlist, customize their charging experience and view past activity. The driver may elect to receive SMS or email messages when their vehicle is completely charged or if their charging session is interrupted for any reason such as a GFCI fault or disconnected cable.

Drivers can view fuel and greenhouse gas (GHG) savings and track the vehicle's charge history.

Mobile Application

In 2011, ChargePoint released its first mobile application. To date there have been over 110,000 unique downloads on both iOS and Android platforms. ChargePoint is now on our 5th major release of our mobile application. The mobile application is an absolutely critical component of our driver services, enabling drivers to locate stations on ChargePoint, 3rd party networks, and non-networked stations. Drivers are able to view real-time availability, navigate to any station using their own preferred mobile navigation tool, start and pay for sessions, view real-time charging status and receive alerts on charging events.

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643
Fax: (719)395-8644

DATE: May 24, 2016

TO: Mayor and Board of Trustees

FROM: Brandy Reitter, Town Administrator

SUBJECT: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPOINTING ED BARKOWSKI AS AN ALTERNATE OF THE PLANNING AND ZONING COMMISSION

Request

A request is being made for the trustees to consider appointing Ed Barkowski as an alternate member of the Planning and Zoning Commission.

Overview

Barkowski is new to the public process and P&Z and staff welcomes his participation. Members of the Planning and Zoning Commission are requesting to move Barkowski into the alternate position.

BOT Action

Motion to **Approve** or **Deny** Resolution #5 5 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPOINTING ED BARKOWSKI AS AN ALERNATE MEMBER OF THE PLANNING AND ZONING COMMISSION."?

TOWN OF BUENA VISTA, COLORADO

RESOLUTION NO. 55
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPOINTING ED BARKOWSKI AN ALTERNATE MEMBER OF THE PLANNING AND ZONING COMMISSION.

WHEREAS, Sec. 2-182 of the Municipal Code authorizes and directs the Board of Trustees to appoint Planning and Zoning Commission members by a majority vote of all members of the Board; and

WHEREAS, a recent resignation from the Planning & Zoning Commission left a vacancy on the Board; and

WHEREAS, Ed Barkowski has applied for appointment to the Planning & Zoning Commission as an alternate member; and

WHEREAS, the Planning and Zoning Commission has made recommendation to appoint Ed Barkowski as an alternate member to the Planning & Zoning Commission to fill the vacancy until December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO that Tim Bliss is hereby appointed as an Regular Member of the Planning and Zoning Commission, and shall hold such appointment until December 31, 2017, in accordance with the ordinances of the Town of Buena Vista.

RESOLVED, APPROVED, AND ADOPTED this 24th day of May, 2016.

TOWN OF BUENA VISTA

BY: _____
Joel, Benson, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643
Fax: (719)395-8644

DATE: May 24, 2016

TO: Mayor and Board of Trustees

FROM: Brandy Reitter, Town Administrator

SUBJECT: TOWN ADMINISTRATOR REPORT

Administration

Reminders:

- June 2, County Elected Officials NIMS Training.
- June 21- 24, CML annual conference in Vail, CO.

Staff will have a quarterly strategic planning session scheduled for June 9th. The purpose of these sessions are to assess the current operational environment, identify what is working or not working as a team, and develop strategies to improve how town operates.

Staff is kicking off the 2017 budget development process on June 8th. The schedule is as follows:

Date/Time	Activity
June 8, 2016 at 9 – 10 AM	Budget kickoff senior staff meeting
June 24, 2016	Department CIP budgets due to Town Administrator/Finance
June 29, 2016 at 9 – 10:30 AM	CIP prioritization meeting
July 22, 2016	Department operating budgets due to Town Administrator/Finance
July 25 - 29, 2016	Department operating budgeting meetings
September 8, 12, 14, 2016	BOT budget preview (TBD)
October 11, 2016	Official presentation of the 2017 budget
October 25, 2016	Trustee budget workshop – Advisory Board Presentations
November 8, 2016	Trustee budget workshop – Community Support Grant Presentations
November 22, 2016	Trustee budget workshop – Prioritization
December 13, 2016	Trustees adopt 2017 budget

Recreation, Events & Trails

Paulette Bruins will join the recreation department seasonally as the Recreation Assistant. Her first day is May 24th.

Events:

- PaddleFest is May 27th – 29th and town is ready!

Trails

- GARNA hosted a trail workshop on May 13th. Approximately 13 people participated which equates to 100 volunteer hours. Another workshop is planned for June 11th.

Programming:

- A new Tai Chi instructor started on May 19th.
- Girls softball started and summer is in full swing.
- Pickle ball has to relocate because the gym they are using is being resurfaced.

Upper Arkansas Water Conservancy District, Augmentation Plan, and Water Planning

The town filed a substitute water supply plan (SWSP) to cover augmentation of evaporation on the town lake. The plan was approved and now filling the lake is compliant with state regulations. Since this is a temporary measure, the next steps are to seek a permanent water right for the lake.

Main Street & Creative District, Community/Economic Development Initiatives

Town did not receive the Certified Creative District designation from Colorado Creative Industries. Staff will continue to leverage arts as an economic driver for the community.

Staff and Main Street members are attending the National Main Street Conference May 23rd – 26th in Milwaukee, WI.

The Economic Vitality Advisory Board met and would like to apply for a grant to conduct an economic development strategy for the town. They are looking for BOT support. If the BOT supports this idea staff would like the BOT's direction to plan for this project in 2017.

This concludes my report. If you have any questions please let me know.

Sincerely,

Brandy Reitter

Brandy Reitter, Town Administrator
Town of Buena Vista, CO

MEMORANDUM

To: Mayor and Board of Trustees

From: Janell Sciacca, Town Clerk
Melanie Jacobs, Deputy Town Clerk

Date: May 20, 2016

RE: April 2016 Clerk's Office Activities

March 2016 official actions for the Town Clerk's Office are as follows:

LIQUOR LICENSES

- **Special Events License(s) Issued**:
  - **South Main Arts & Parks Trust** – PaddleFest, and July 8 and 15 events, 701 Front Loop

- **License(s) Renewed:**
  - **Casa Del Sol**, Hotel & Restaurant License, 333 N Highway 24 North, owner Jeff Knox
  - **El Paraiso Family Restaurant**, Hotel & Restaurant License, 314 Charles Street, owner Cesar Hernandez-Salmeron
  - **Eddyline Pub & Brewery**, Brew Pub License, 304 US Hwy 24 South, owner Michael Heynekamp

- **Other:**
  - **Eddyline Pub & Brewery Temporary Modification of Premises**, Parking Lot added to Premises for Basecamp Jam Sessions beginning June 11, 2016 and ending with Hoptoberfest, October 15

BUSINESS LICENSES

- **New License(s) Issued**:
  - **The Jailhouse Craft Beer Bar** – 412 East Main., BV / Sarah Haughey (Beer Bar)
  - **Mai Acupuncture Clinic** – 301 E. Main #14, BV / Sandy Lyman (Acupuncture)
  - **Basecamp** – 108 Red Tail Blvd, BV / Carolyn Arndt (VRBO)
  - **LuLaRoe by Maggie Mae** – 323 S San Juan, BV / Maggie Hocke (Women's Clothing)
  - **Buena Vida** – 125 S. Beldan, BV / Mark & Kristen Krasnow (Vacations Rentals)
  - **Mountain Medical Center** – 36 Oak Avenue, BV / Thomas White & Amy Varble (Medical Center)
  - **Jason K. Moore**, PE – 531 S. Railroad, BV / Jason Moore (Structural Engineer)

CEMETERY

- One (1) burial, Three (3) plot sales, One (1) site returned to Town ownership

NOTARY SERVICES PERFORMED

- 6 Notaries were performed in April by Town Hall Staff.

ELECTION

- Regular Municipal Election held Tuesday, April 5, 2016
- Final ballots processed and counted Wednesday, April 13 under UOCAVA (Uniformed and Overseas Citizen Act)
- 911 total votes cast resulting in a 54% turnout
- Canvass conducted Friday, April 15 with Mayor Benson

Office of the Town Treasurer

Memorandum

To: Board of Trustees, Town of Buena Vista, Colorado
From: Michelle Stoke, Treasurer
Date: May 19, 2016
Subject: Report Transmittal for the May 24, 2016 Meeting

Sales Tax Update

-March 2016 Sales Tax is up 6.47% over January of 2015 and 14.75% over 2016 budget projection. The upward trend slowed a bit in March but is still ahead of last year.

Audit Update

Our Auditor has let me know that we are ahead of schedule. They have provided me with a rough draft and it will be done well ahead of the deadline for you to approve prior to filing with the state. The filing deadline is July 31, so look for it to be on the agenda in July.

Airport Update

Jill and I have been working together to get the grant draw-downs up to date and will continue working on smoothing out the flow of information into the Financial Statements. As Jana works through the reconciliations, you will begin to see the year to date revenue numbers populate in the reports.

Town Expenditures

Since the May 10, 2016 report, the Town has issued:

- 79 Accounts Payable checks for Town expenditures for a total of $218,487.89.
- ACH withdrawals to the IRS, FPPA, and Colorado Department of Revenue for $19,053.88 for the pay periods ending 5/7/2016.
- Net payroll of $50,166.95 for the last pay period.

The breakdown by Fund for AP and payroll-related check disbursements plus the ACH payments is as follows: (*Note that all expenditures are not expenses since some are reimbursed or are withholdings from employees' gross payroll.*)

• General Fund -	$ 82,490.83
• Water Fund -	$ 77,215.58
• Capital Improvement Fund	$ 70,473.30
• Airport Enterprise Fund -	$ 7,362.06
• Total all Funds -	$ 237,541.77

Large expenditures this period:

-Pinnacol Assurance for $10,850.00 for the 5th out of 9 payments on the Worker's Comp policy plus a $1,000 deductible on a work comp claim.

-Sangre De Cristo Electric Association for $10,371.41 for April 2016 electric charges. (Last meeting mistakenly reported March charges as April's.)

-UMB Bank for $41,387.50 for semi-annual debt service interest payment.

-Whitewater Systems for $43,657.03 for Pay App #2 for Well #3.

-Wright Water Engineers for $16,143.07 for March billing mostly for Well #3

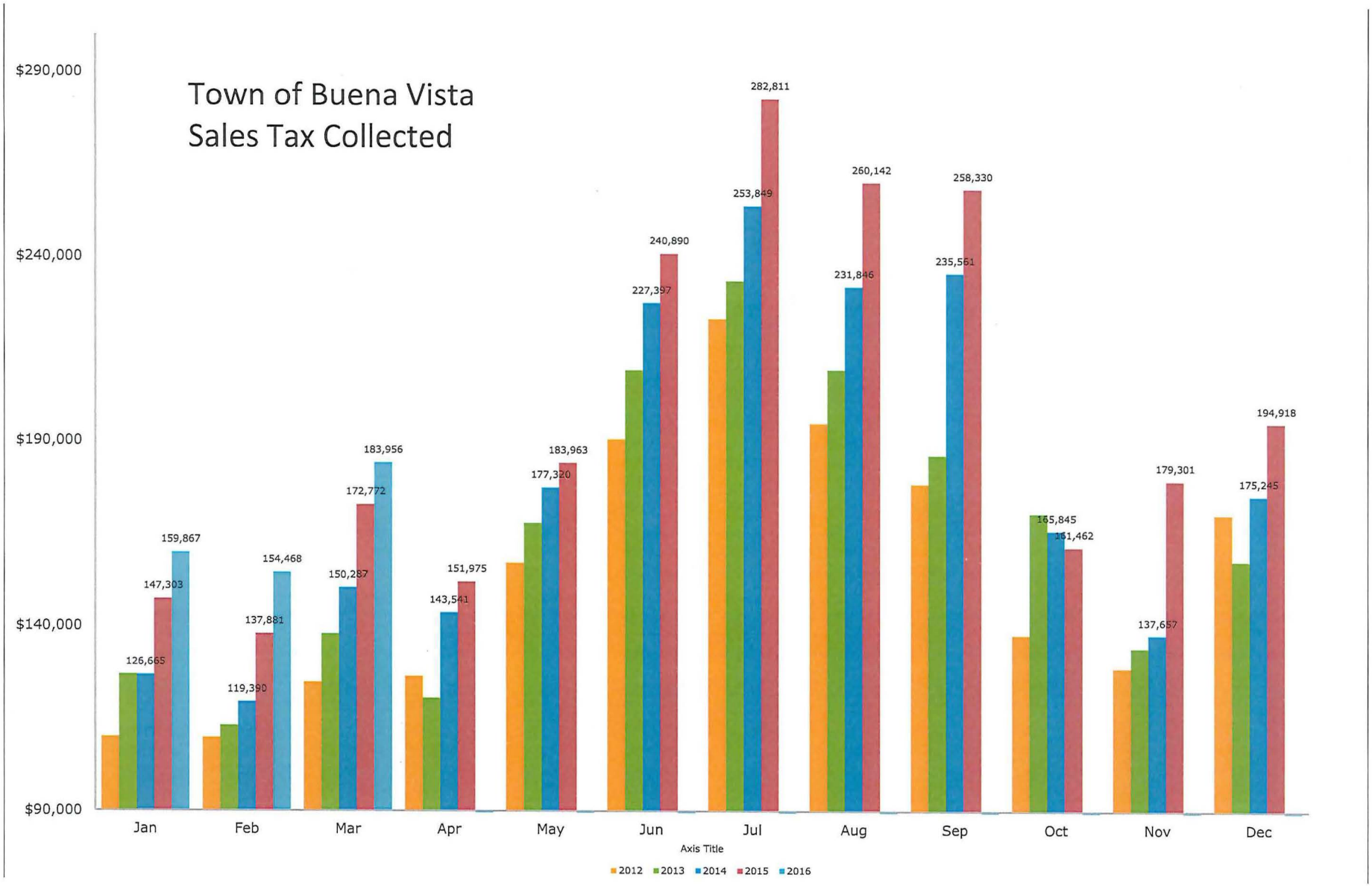
-Collegiate Peaks Paint & Supply for $27,734.70 for a Line Lazer Spriayer.

-Hoffman, Parker, Wilson & Carberry for $13,551.47 for March Attorney fees primarily: BOT $2,178, Planning $5,835.20 and PD $2,220.30

-Hoffman, Parker, Wilson & Carberry for $16,110.52 for April Attorney fees—primarily: BOT $3,276, Planning $5,418.50 and Water $5,739.

This concludes my report at this time.

Michelle Stoke, CPA
Treasurer


Town of Buena Vista
Sales Tax Collected
$290,000
$240,000
$190,000
$140,000
$90,000
126,665
147,303
159,867
119,390
137,881
154,468
150,287
172,772
183,956
143,541
151,975
177,320
183,963
227,397
240,890
253,849
282,811
231,846
260,142
235,561
258,330
165,845
161,462
137,657
179,301
175,245
194,918
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Axis Title
2012
2013
2014
2015
2016

Town of Buena Vista

Fund Balance Report

As Of 05/19/2016

Fund		Beginning Balance	Total Revenues	Total Expenses	Ending Balance
01 - General Fund		1,776,654.84	1,330,951.81	1,174,874.99	1,932,731.66
02 - Water Enterprise Fund		6,618,597.69	265,388.81	432,430.31	6,451,556.19
03 - Capital Improvement Fund		978,124.30	131,139.67	161,479.18	947,784.79
07 - Airport Enterprise Fund		3,150,622.76	12,971.83	117,357.77	3,046,236.82
	Report Total:	**12,523,999.59**	**1,740,452.12**	**1,886,142.25**	**12,378,309.46**

Town of Buena Vista

General Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 05/31/2016

Obj Catergory	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
22 - Developer Deposits / Receivables	0.00	0.00	240.00	3,824.00	-3,824.00
31 - Taxes	1,208,976.65	1,208,976.65	288,835.59	1,209,381.51	-404.86
32 - Licenses & Permits	11,071.30	11,071.30	380.00	8,997.00	2,074.30
33 - Charges for Services	244.90	244.90	73.00	295.25	-50.35
34 - Development Fees	47,606.15	47,606.15	1,600.00	41,490.04	6,116.11
35 - Municipal Court Fines / Fees	16,363.60	16,363.60	3,591.07	15,810.84	552.76
36 - Park & Facility Fees	12,571.80	12,571.80	1,360.00	7,201.50	5,370.30
37 - Grants / Donations / Refunds / Misc	8,985.15	8,985.15	489.17	21,349.19	-12,364.04
39 - Recreation Fees	16,607.90	16,607.90	4,397.00	22,602.48	-5,994.58
Revenue Total:	**1,322,427.45**	**1,322,427.45**	**300,965.83**	**1,330,951.81**	**-8,524.36**
Expense					
41 - Personnel	908,115.20	908,115.20	89,199.10	815,244.14	92,871.06
42 - Supplies	76,768.85	76,768.85	3,808.59	35,443.07	41,325.78
43 - Utilities / Insurance	101,371.80	101,371.80	12,424.91	88,453.18	12,918.62
44 - Services	170,029.65	170,029.65	29,148.33	151,554.45	18,475.20
45 - Capital Outlay	51,175.15	51,175.15	8,636.00	49,054.98	2,120.17
47 - Recreation	9,933.50	9,933.50	897.51	8,396.55	1,536.95
49 - Public Support / Transfers	264,022.60	264,022.60	0.00	26,728.62	237,293.98
Expense Total:	**1,581,416.75**	**1,581,416.75**	**144,114.44**	**1,174,874.99**	**406,541.76**
Total Surplus (Deficit):	**-258,989.30**	**-258,989.30**	**156,851.39**	**156,076.82**	**-415,066.12**

Town of Buena Vista

Water Enterprise Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 05/31/2016

Obj Catergory	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
32 - Licenses & Permits	291.55	291.55	0.00	200.00	91.55
33 - Charges for Services	334,252.45	334,252.45	589.38	234,458.91	99,793.54
36 - Park & Facility Fees	41,932.35	41,932.35	0.00	29,700.00	12,232.35
37 - Grants / Donations / Refunds / Misc	336,707.50	336,707.50	81.75	1,029.90	335,677.60
Revenue Total:	**713,183.85**	**713,183.85**	**671.13**	**265,388.81**	**447,795.04**
Expense					
41 - Personnel	113,698.60	113,698.60	10,828.28	107,974.15	5,724.45
42 - Supplies	22,615.85	22,615.85	39.75	13,989.45	8,626.40
43 - Utilities / Insurance	11,370.45	11,370.45	1,122.46	10,154.83	1,215.62
44 - Services	39,787.75	39,787.75	27,401.97	32,878.96	6,908.79
45 - Capital Outlay	6,705.65	6,705.65	46,153.69	51,060.90	-44,355.25
46 - Debt Service	35,969.30	35,969.30	0.00	41,334.57	-5,365.27
48 - Capital Improvements	493,344.25	493,344.25	0.00	175,037.45	318,306.80
Expense Total:	**723,491.85**	**723,491.85**	**85,546.15**	**432,430.31**	**291,061.54**
Total Surplus (Deficit):	**-10,308.00**	**-10,308.00**	**-84,875.02**	**-167,041.50**	**156,733.50**

Town of Buena Vista

Capital Improvement Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 05/31/2016

Obj Catergory	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
31 - Taxes	143,909.05	143,909.05	27,311.42	130,873.99	13,035.06
36 - Park & Facility Fees	2,082.50	2,082.50	0.00	0.00	2,082.50
37 - Grants / Donations / Refunds / Misc	103,088.75	103,088.75	0.00	265.68	102,823.07
38 - Transfers to / From Funds	110,372.50	110,372.50	0.00	0.00	110,372.50
48 - Capital Improvements	146,628.40	146,628.40	0.00	0.00	146,628.40
Revenue Total:	**506,081.20**	**506,081.20**	**27,311.42**	**131,139.67**	**374,941.53**
Expense					
16 - Depreciable Assets	7,955.15	7,955.15	0.00	0.00	7,955.15
46 - Debt Service	104.10	104.10	0.00	250.00	-145.90
48 - Capital Improvements	637,732.65	637,732.65	70,473.30	161,229.18	476,503.47
Expense Total:	**645,791.90**	**645,791.90**	**70,473.30**	**161,479.18**	**484,312.72**
Total Surplus (Deficit):	**-139,710.70**	**-139,710.70**	**-43,161.88**	**-30,339.51**	**-109,371.19**

Town of Buena Vista

Airport Enterprise Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 05/31/2016

Obj Catergory	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
33 - Charges for Services	178,319.20	178,319.20	175.00	718.00	177,601.20
37 - Grants / Donations / Refunds / Misc	303,342.35	303,342.35	589.80	12,253.83	291,088.52
38 - Transfers to / From Funds	133,696.50	133,696.50	0.00	0.00	133,696.50
Revenue Total:	**615,358.05**	**615,358.05**	**764.80**	**12,971.83**	**602,386.22**
Expense					
41 - Personnel	75,613.45	75,613.45	5,613.48	65,562.45	10,051.00
42 - Supplies	9,575.75	9,575.75	0.00	9,308.31	267.44
43 - Utilities / Insurance	18,766.65	18,766.65	1,877.39	14,045.52	4,721.13
44 - Services	137,503.75	137,503.75	594.00	2,755.40	134,748.35
45 - Capital Outlay	450.55	450.55	0.00	623.89	-173.34
48 - Capital Improvements	364,234.60	364,234.60	3,478.00	25,062.20	339,172.40
Expense Total:	**606,144.75**	**606,144.75**	**11,562.87**	**117,357.77**	**488,786.98**
Total Surplus (Deficit):	**9,213.30**	**9,213.30**	**-10,798.07**	**-104,385.94**	**113,599.24**

PLANNING DEPARTMENT MONTHLY REPORT

April 2016

Staff Levels	
Principal Planner, Mark Doering	Full Time
Planner I, Scott Reynolds	Full Time
Planning Tech, Jill Abrell	Full Time
Planning Assistant, Melanie Jacobs	50%

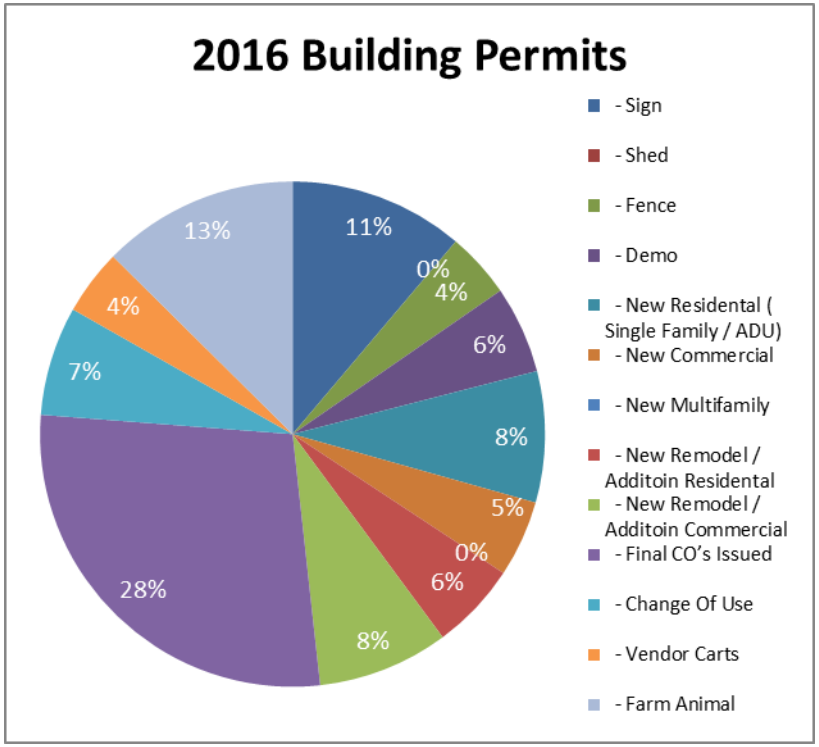
Projects coming before the Board of Trustees in the near future:

Planning Commission and Board Of Trustees Work Session

Unified Development Code Module 2

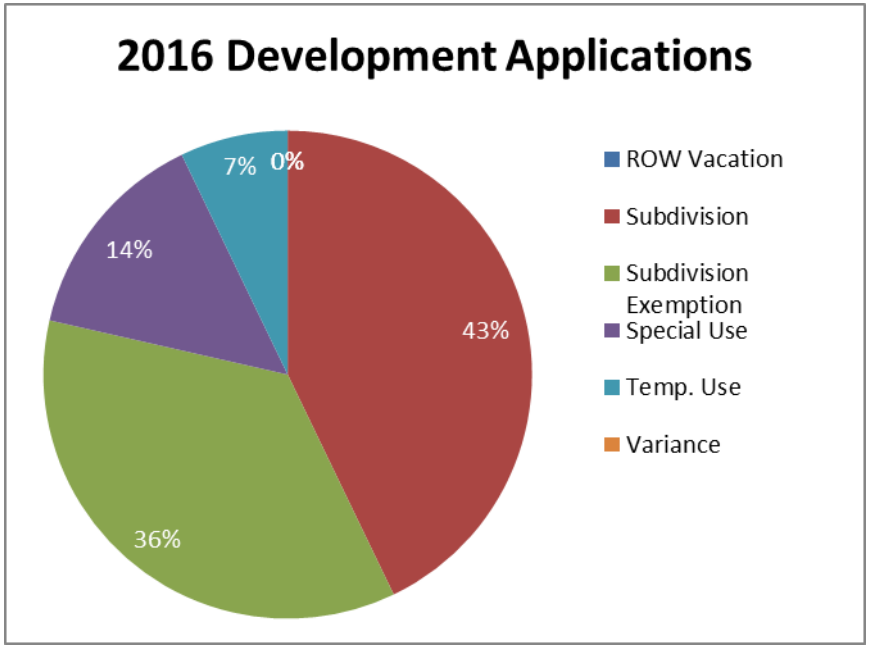
Department Tracking Data	
Phone Calls for the Month	127
Total Development Apps.	14
2016 YTD Total Revenue	$16,380.29

Building Permit Totals			
Type	Apr-16		
	#	$	Year Total
Planning Clearances			
-Sign	2	$120.00	$620.00
-Fence	1	$20.00	$60.00
Building Permits (Commercial and Residential)			
-New Residential	1	$75.93	$1,180.56
-New Commercial	0	$431.45	$8,089.63
- New Remodel / Addition Residential	1	$74.98	$360.98
- New Remodel / Addition Commercial	1	$140.00	$1,363.12
- Final CO's Issued	9	N.A	38
Reviews			
-Change Of Use	2	N/A	5
-Farm Animal	2	$105.00	$435.00
- Encroachment	1	$150.00	$300.00
Total	20	$1,117.36	$12,857.29



PLANNING DEPARTMENT MONTHLY REPORT

Development Project Totals			
Type	Apr-16		
	#	$	Total
Subdivision	2	$600.00	$1,500.00
Subdivision Exemption	3	$900.00	$1,500.00
Special Use	1	$200.00	$400.00
Temp Use	1	$150.00	$150.00
Total	7	$1,850.00	$3,550.00



Hi there,

My name is Emily Wheeler, and I am the English teacher at The Link School. I am hosting an event sponsored by The Link School (a non-profit organization) at the community center on May 25th, 2016, and I am requesting that the rental fee be waived.

Each year, every student and staff member at Link completes an individual "Presentation of Learning." This is a project that we all work on throughout the year about a topic of our choice. One staff member took on raising bees, a student built a tiny house, others learn to play instruments, fix cars, etc.

This year, my project centers around raising awareness about human trafficking in the United States. The culminating event for my project will take place at the community center, when the Action Plan Manager of the Laboratory to Combat Human Trafficking, an anti-trafficking organization in Denver, will come and speak to the community about local statistics surrounding trafficking. Her presentation will also include steps we can take as community members to combat this crime.

BVHope, the local chapter of the A-21 Campaign is also supporting this event, which I'm hoping attracts all kinds of people. I think this information is important for anybody who works with women and children, the most common targets for human trafficking, so we are sending special invitations to the teachers and police officers in the community. It will help us all as community-members continue to support the health and safety of our amazing community if we're aware of signs of trafficking and how we can help those who are or have been trafficked.

In addition, beyond our own community, this event will help us understand what happens in a broader sense in our country and the world. I believe the world is a happier place when we can step outside of ourselves and better understand the experiences of others, and this event will help us take a step in that direction.

Thank you for your time and consideration.

All the best,

Emily Wheeler
English Teacher
The Link School

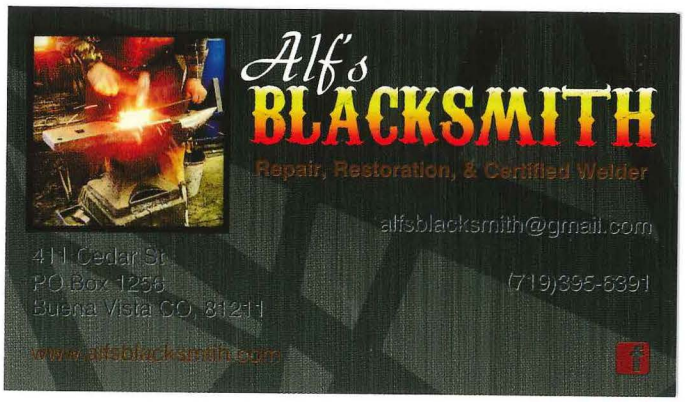
TO: Buena Vista Town Hall, Buena Vista Police Dept., Buena Vista Fire Dept. and the Buena Vista Chamber of Commerce.

FROM: Alf's Blacksmith

SUBJECT: Shooting the Anvil at the 4th of July Parade May 16, 2016

You are invited to attend a demonstration;
Date: Wednesday June 15, 2016 at 1:00 P.M.
Location: Alf's Blacksmith Shop

The purpose of this June 15th demonstration is to see for yourselves how this is done so that there is a better understanding of how it works making it easier to explain to others since you will witness it yourselves before the parade.
I have done this thing many times over for more than 50 years and am no stranger to handling explosives; I do not misunderstand or misuse them. There is no flying debris and a report not much louder than a M80. It's pretty amusing with the smoke and boom.

"Shooting the Anvil" is a 200 year old tradition that goes back to post War of 1812 when the Star Spangled Banner poem was written by Frances Scott Key and for the lack of a cannon or fireworks to start off the 4th of July an unknown Blacksmith came up with this clever idea. It has almost become a forgotten tradition.
I will explain the details of how this is done on the 15th and you can ask questions about safety and such. And any prior questions you may have see me at the shop or call 395-6391

Thanks for your attention and we will see you there, Alf