



AGENDA
FOR THE BOARD OF TRUSTEES
OF THE TOWN OF BUENA VISTA, COLORADO
Wednesday, August 10, 2016

6:00 PM – Work Session – Single Family Equivalency Water Discussion

The Board of Trustees will see a presentation from Public Works on the water portfolio status for the Town.

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

The Board approves the agenda at the start of the meeting including modifications.

V. CONSENT AGENDA

Approval of matters that are routine in nature that require review and/or approval, i.e. minutes and reports.

A. Minutes

1. Regular Meeting – July 26, 2016
2. Planning & Zoning Commission – July 20, 2016
3. Beautification – July 14, 2016
4. Trails – July 5, 2016

B. Police Report

C. Fire Report

- D. Should the Board of Trustees approve adoption of Resolution #74 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR ENCROACHMENT PERMITS FOR THE PURPOSES OF OUTDOOR DINING AND RETAIL OPERATIONS ON EAST MAIN STREET.”?**

The Board of Trustees will consider extending the moratorium on outdoor dining encroachment patios on rights-of-way on East Main Street.

- E. Should the Board of Trustees approve adoption of Resolution #75 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING LYNN SCHULTZ-WRITSEL AN ALTERNATE MEMBER OF THE TOWN OF BUENA VISTA PLANNING AND ZONING COMMISSION.”?**

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

This Agenda may be Amended

Posted at Buena Vista Town Hall, www.buenavistaco.gov, Post Office, and Public Library on
Friday, August 5, 2016

- F. Should the Board of Trustees approve adoption of Resolution #76 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING GENE MCMANAMAY A REGULAR VOTING MEMBER OF THE TOWN OF BUENA VISTA ECONOMIC VITALITY ADVISORY BOARD.**"?

The Board of Trustees will consider appointing and an alternate to a regular voting member to the Economic Vitality Advisory Board.

- G. Should the Board of Trustees approve adoption of Resolution #77 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE TOWN OF BUENA VISTA 2016 FEE SCHEDULE.**"?

The Board of Trustees will consider amending the fee schedule to include fees for outdoor patio encroachment permits.

- H. Should the Board of Trustees approve adoption of Resolution #78 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO AMENDING THE EMPLOYEE HANDBOOK.**"?

The Board of Trustees will consider amending the Employee Handbook to adjust the hourly work week schedule for police officers from 86 to 80.

VI. POLICY DISCUSSION – Budgeting and Infrastructure Item Review

VII. PUBLIC COMMENT

Citizen participation where the public can sign up to speak up to 3 minutes for items not on the agenda and for agenda items that are not scheduled for Public Hearing. A response to public comment follows.

VIII. RESPONSE TO PUBLIC COMMENT

IX. BUSINESS ITEMS

- A. **PUBLIC HEARING** – Should the Board of Trustees approve adoption of Resolution #79 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, CO APPROVING A SPECIAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT AT 650 S. GUNNISON STREET, BUENA VISTA, CO.**"?

The Board of Trustees will consider a Special Use for an accessory dwelling unit.

- B. **PUBLIC HEARING** – Should the Board of Trustees approve adoption of Resolution #80 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, CO APPROVING A MINOR DEVELOPMENT FOR THE PROPERTY LOCATED AT 642 CEDAR STREET, BUENA VISTA, COLORADO.**"?

The Board of Trustees will consider a minor development.

- C. Should the Board of Trustees approve adoption of Resolution #81 entitled "**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 for property between the Town and Buena Vista School District.

- D. Should the Board of Trustees approve adoption of Resolution #82 entitled "**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.**"?

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

- E. Should the Board of Trustees approve adoption of Ordinance #15 entitled "**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, APPROVING A LEASE FOR PROPERTY LOCATED IN THE RIVER PARK WITH THE BUENA VISTA SCHOOL DISTRICT.**"?

The Board of Trustees will consider a land lease agreement for property between the Town and the Buena Vista School District.

- F. Ratification of revised Intergovernmental Agreement between the Town of Buena Vista and Chaffee County Regarding County Road 317.

The Board of Trustees will consider a revised Intergovernmental Agreement between the Town and Chaffee County for the paving of County Road 317.

- G. Central Colorado Regional Airport Ground Lease Agreement with Mark Godonis.

The Board of Trustees will consider a ground lease at the Central Colorado Regional Airport.

- H. Should the Board of Trustees approve adoption of Ordinance #16 entitled "**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE BUENA VISTA MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE XVI WITHIN CHAPTER 2 TO ADDRESS EMERGENCY MANAGEMENT PROCEDURES AND MAKING OTHER RELATED REVISIONS.**"?

The Board of Trustees will consider a final draft of an amendment to Chapter 2 of the Municipal Code to add emergency management procedures.

X. STAFF REPORTS

1. Town Administrator
2. Town Treasurer
3. Public Works Director

XI. TRUSTEE/STAFF INTERACTION

The Board discusses items with staff and staff can bring up matters not on the agenda.

XII. ADJOURNMENT

This Agenda may be Amended

Posted at Buena Vista Town Hall, www.buenavistaco.gov, Post Office, and Public Library on
Friday, August 5, 2016



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

July 26, 2016

CALL TO ORDER :00

A Regular meeting of the Board of Trustees was called to order at 6:59 PM on Tuesday, July 12, 2016, at the Buena Vista Community Center, Pinon Room, 715 E. Main Street, Buena Vista, Colorado by Mayor Pro Tem Puckett. Present were Trustees Lawanna Best, Mark Jenkins, Duff Lacy, Phillip Puckett and David Volpe. Town Staff present were Town Administrator Brandy Reitter, Town Attorney Kathryn Sellars, Principal Planner Mark Doering, Planner I Scott Reynolds, Treasurer Michelle Stoke, Public Works Director Greg Maggard, Assistant to the Town Administrator Emily Katsimpalis, Fire Chief Dixon Villers, Airport Manager Jill VanDeel, and Town Clerk Janell Sciacca.

ROLL CALL :14

Town Clerk Sciacca proceeded with the roll call and declared a quorum.

PLEDGE OF ALLEGIANCE :30

Mayor Pro Tem Puckett led the Pledge of Allegiance.

AGENDA ADOPTION 01:12

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

CONSENT AGENDA 01:35

A. Minutes

1. Regular Meeting – July 12, 2016
2. Planning & Zoning – June 15, 2016
3. Planning & Zoning – July 6, 2016
4. Airport – May 19, 2016
5. Airport – June 21, 2016
6. Recreation – June 8, 2016
7. Beautification – June 2, 2016
8. Water – April 20, 2016
9. Economic Vitality – May 17, 2016
10. Economic Vitality – June 21, 2016

B. Should the Board of Trustees approve adoption of Resolution #68 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING AN EASEMENT WITH FIRST BAPTIST CHURCH FOR EMERGENCY AND PUBLIC ACCESS.”?

C. Should the Board of Trustees approve adoption of Resolution #69 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A THIRD AMENDMENT TO THE AGREEMENT WITH CLARION ASSOCIATES, LLC, TO EXTEND THE COMPLETION DATE FOR THE REVISED LAND USE CODE.”?

D. Madison House Presents Amended License Agreement.

E. Buena Vista School District R-31 Amended Memorandum of Understanding.

Gibb inquired about the true date of the Employee BBQ as in the minutes of the July 12 meeting the date is listed July 30 and the invitation received is for July 31. Reitter replied the date was changed due to a conflicting event. Reitter then stated the amended Madison House Presents contract was received last evening and forwarded to the Trustees earlier in the day. She reviewed the changes for the Trustees and viewing public. She added that Staff and the attorneys were ok with the requested changes.

Motion #2 by Trustee Lacy and seconded by Trustee Gibb to approve the Consent Agenda as amended. **Motion carried, 5-0.**

POLICY DISCUSSION – Parklets in Downtown 05:40

Doering presented reviewing the Staff Report. He reminded the Board they requested this policy. Staff reviewed many policies, but liked Salida's policy best so the proposed BV policy emulates that one. Gibb inquired if there were thoughts regarding limiting square footage. Doering replied that could be done if the Board desired. Puckett read that there is a limit in the policy. Jenkins asked what the moratorium timeframe was. Sellars clarified it was approved for 180 days. Gibb wondered if there might be some need to wait to see if there were any unseen issues that need to be addressed that might arise throughout the winter. Reitter stated that Salida did the same thing by approving one and then waiting 1 year to approve any others. Lacy felt the Board could wait on a policy but he wanted to see the associated fees implemented. Puckett felt there was more consideration to be had. Jenkins also felt the Board needed to be conformable with an entire Main Street design. Gibb would like to see square foot and number limits. Lacy inquired if discussions for this type of use by other businesses were had. Puckett replied they were not. After additional discussion about fairness, Volpe stated he would like to hear from the students who are conducting the downtown parking study. Lacy again stated the use needed to go on the fee schedule. Gibb agreed. Doering stated Staff would bring back Resolutions extending the moratorium and amending the fee schedule. The Board agreed to extend the moratorium to April 11.

Motion #3 by Trustee Lacy and seconded by Trustee Gibb for Staff to bring back an amended fee schedule. **Motion carried, 5-0.**

PUBLIC COMMENT 23:28

Shawnelle Daniels, Crossman Avenue, speaking on behalf of Crossman residents. Has lived there for a little over 2 years and has noticed a speeding problem. There is little regard to the residents, businesses, people walking, etc. She erected a slow sign and people have become aggressive to them and she was proposing to put out Slow Children Playing or Drive Like Your Children Live Here, an electric sign that displays the speed or speed bumps, or cameras that take photos with tickets sent in the mail. She wanted to know what she can do to ensure the things she is asking for can be done.

Earl Richmond, 412 Cedar, thanked the Town and the Tree Board. Has lived there 16 years and has experienced the same things as Daniels. He spoke with Maggard who encouraged him to address the Tree Board and 6 trees were planted along the road. Now people are parking on the street which works to slow the traffic. He is excited that the Tree Board will be asking for more trees in the future.

Earl Richmond, 412 Cedar, on behalf of the BV Rec Board. Currently working on skate park and community center upgrades, ice rink, improving the Rodeo grounds and McPhelemy Park upgrades. The Rec Board would like to see a Work Session in September to discuss the Conservation Trust Fund for 2017.

RESPONSE TO PUBLIC COMMENT 32:21

Mayor Pro Tem Puckett thanked Daniels and stated he understands the concerns. Maggard stated he purchased 4 digital, programmable speed signs and one will be installed on Crossman. It will be 6-8 weeks before they arrive. One will ~~be~~ also be installed on South Main. Puckett stated to Richmond that a work session makes good sense and the Board will let Staff work out a schedule for that. Jenkins reported that he attended his first Rec Board meeting. Gibb asked who makes the decisions as to where stop signs go. Maggard stated that he spoke to Chief Tidwell about the speed signs that will be installed. As far as stop signs, it is related to design. Gibb asked if people requesting signs should be referred to him. Maggard replied yes and then he would probably consult with Chief Tidwell and look at tickets issued, accidents, etc.

BUSINESS ITEMS

PUBLIC HEARING – Should the Board of Trustees approve adoption of Resolution #70 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO,

**APPROVING A SPECIAL USE PERMIT FOR 620 ANTERO CIRCLE, BUENA VISTA, COLORADO.”?
36:45**

Applicant Marcus Trusty stated he was requesting reallocation of this permit. It was previously granted in February 2015. The project is essentially the same, but it took longer to materialize. The one change is to the left side of the building which is a larger proposed parking area due to the increased usage of their facility. Reynolds presented the Staff Report and reviewed a PowerPoint presentation detailing the specifics of the subject request. Gibb noted a Planning & Zoning discussion about the trash containers needing to be in a different area. Reynolds replied the current placement is in a utility easement and Staff is working with the applicant and general contractor to find an appropriate location.

Puckett opened the Public Hearing and there being no one wanting to address the item he closed the floor to public comment and closed the Public Hearing.

Motion #4 by Trustee Lacy and seconded by Trustee Gibb to approve adoption of Resolution #70 as presented with five (5) conditions. **Motion carried, 5-0.**

Should the Board of Trustees approve adoption of Resolution #71 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO ADOPTING THE CHAFFEE COUNTY EMERGENCY OPERATIONS PLAN.”? 50:02

Reitter presented reviewing the Staff Report. EMS Manager Phil Graham requested this. The document expands on the Buena Vista plan that was adopted earlier in the year. Lacy asked what happens to the existing plan. Reitter stated it will be replaced and future amendments will be made by the County and approved and signed off on by the Board.

Motion #5 by Trustee Gibb and seconded by Trustee Jenkins to approve adoption of Resolution #71 as presented. **Motion carried, 5-0.**

Should the Board of Trustees approve adoption of Resolution #72 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING THE TOWN TO SUBMIT AN APPLICATION TO THE STATE OF COLORADO HISTORIC PRESERVATION OFFICER (SHPO) REQUESTING DESIGNATION AS A CERTIFIED LOCAL GOVERNMENT (CLG).”? 55:15

Katsimpalis presented reviewing the Staff Report. Puckett clarified that the Town had to approve the Ordinance at the last meeting for this to happen. Many historic towns have these such as Salida, Montrose, Manitou Springs. Katsimpalis added that this would allow the Town to apply for grants. One of them being for the historic structure assessment. Gibb said he has concerned about consistency of the Town’s historic strategy and he would be abstaining from voting since he was not at the previous meeting where the associated Ordinance was approved.

Motion #6 by Trustee Lacy and seconded by Trustee Jenkins to approve adoption of Resolution #72 as presented. **Motion carried, 5-0.**

Should the Board of Trustees approve adoption of Resolution #73 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, ESTABLISHING A REMOTE PARTICIPATION POLICY FOR BOARD OF TRUSTEES MEMBERS DURING A STATE OF DECLARED LOCAL EMERGENCY.”? 01:00:25

Reitter presented reviewing the Staff Report. Puckett thanked Lacy for bringing this up. He questioned Section 1. A. Sellars replied the point is that if a Trustee is not able to attend a meeting in person for some reason, the meeting will not be delayed so long as there is a quorum. Sellars also clarified a quorum can shift for vacancy reasons.

Motion #7 by Trustee Jenkins and seconded by Trustee Lacy to approve Resolution #73 as presented. **Motion carried, 5-0.**

Should the Board of Trustees approve adoption of Ordinance #16 entitled “AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE BUENA VISTA MUNICIPAL CODE BY THE

ADDITION OF A NEW ARTICLE XVI WITHIN CHAPTER 2 TO ADDRESS EMERGENCY MANAGEMENT PROCEDURES AND MAKING OTHER RELATED REVISIONS.? 01:05:42

Reitter presented reviewing the Staff Report. This puts some definitions in place in the code for clarification. It is being presented as a DRAFT and feedback is being solicited. Gibb reminded that at a meeting in Estes Park they were made aware that Town has a binder that could be opened if the Town Administrator were gone. Reitter stated that the Town is working on a manual and there is also a PIO group to form plans for communicating during emergencies. Lacy asked about the 48 hour limit in 2-322(c). Sellars stated there has to be a limit and the Trustees can make its longer or shorter. Lacy felt the Board should be able to meet with little to no notice in emergency situations. Sellars stated that there is an argument that a Home Rule municipality can do this. It came from the Town of Marble. The Board can take a risk, but there could be liability depending on the situation. The Board generally agreed to add wording that a meeting can take place in less than 24 hours in a declared emergency. The Board discussed an amount for 2-323(5)(a). Reitter stated this did come up in the Managers' listserv and there were a lot of differences based upon the size of the Town and budget. Lacy felt \$75,000 was reasonable. Gibb and Jenkins agreed. Villers clarified there are 5 levels of emergency and anything that goes into 2 days or more then the Board is notified and makes the decision as to where the \$75,000 goes. After additional discussion the Board agreed on \$75,000.

Motion #8 by Trustee Lacy and seconded by Trustee Gibb to bring Ordinance #16 back on August 10, 2016 for Board consideration. **Motion carried, 5-0.**

Intergovernmental Agreement with Chaffee County for Paving of CR 317. 01:24:40

Reitter presented the Staff Report. There was discussion about the existing arrangements for plowing and maintenance. Maggard clarified the current responsibilities and the Board agreed to strike the last sentence of Section 2 on page 1 indicating the Town would take over maintenance, repair and snowplowing of CR 317.

Motion #9 by Trustee Lacy and seconded by Trustee Gibb to approve the IGA with Chaffee County for paving of CR 317 as amended. **Motion carried, 5-0. Best, aye; Gibb, aye; Jenkins, aye; Lacy, aye; Puckett, aye.**

The Board of Trustees took a break at 8:36 PM and returned to the regular meeting at 8:42PM.

Beldan Complete Streets Discussion. 01:42:58

Maggard presented. He reminded this was requested by the Board and Beldan will be the example. He reviewed the different drawings in the packet and stated he received the most positive feedback on Section #5 which is 56-60' ROW with on-street parking, curb and gutter or infiltration gallery, landscape areas and detached sidewalk. Puckett felt that if the patterns of parking down Main Street were looked at that on street parking would be an important aspect. He liked planters, not trees, and paving of 20 feet with parking on dirt and infiltration instead of curb and gutter. Gibb felt it was important they be consistent with the Living Streets Policy. Haggard replied he did reference that but it does not address specific design.

Motion #910 by Trustee Puckett and seconded by Trustee Lacy to approve Section #5 street design with a 20 foot paved drive lane, 8 foot dirt parking, infiltration gallery, tree spaces and detached sidewalks. **Motion carried, 5-0.**

Land Swap Agreements with Buena Vista School District. 02:04:03

Reitter presented reviewing the Staff Report. She stated these are a carryover from conversations Town has had with BVSD and need to be executed by August 22 if the Board agrees. Reitter also reviewed the basics of each of the three (3) agreements. She requested feedback from the Trustees and then will take them to the BVSD School Board for review before coming back to the Board for formal consideration.

Gibb stated he is a huge supporter and this is a win-win. The School Board is looking for equal value for the Baseball Field. He stated the Town's cost of building the new field is essentially the Town's donation to affordable housing. Reitter agreed. Gibb stated he did not want to have the work stymied by the

Board's lack of willingness to give \$800,000 for affordable housing. Reitter stated the grants are key to success of this project and she would never suggest sticking the Town with a \$1,000,000 bill. Gibb stated his personal view was that he believes in \$250,000 for affordable housing versus \$500,000. Puckett felt more discussion was definitely needed. The Board did not request any changes at this time.

Motion #119 by Trustee Gibb and seconded by Trustee Lacy to send these agreements to the Buena Vista School District. **Motion carried, 5-0.**

Presentation of 2nd Quarter Financial Report. 02:18:30

Stoke presented reviewing the Staff Report. There are four (4) reports attached and at this time the Town is almost 41% expended at half way through the year. Mayor Benson requested the reserve reports. Stoke wants to perform a Risk Analysis in a work session to determine what a more appropriate reserve percentage should be. The Board agreed it was a good discussion to have. Sales tax is well ahead every month. Gibb noted that sales tax has doubled in the last 4 years. Stoke agreed it had at least doubled and maybe more. The trend is upwards with 12% higher than last year. Puckett felt this was the best financial report seen by the Board in 5 years. Gibb thanked Stoke for the report.

Review of Policy Goals for 2nd Quarter. 02:36:43

Reitter presented reviewing the Staff Report. Gibb asked if the water tank was put off until next year. Reitter replied yes because it takes a long time to get through the State. Gibb felt it would be important to revisit and clarify the plan for allocating infrastructure monies before budgeting out infrastructure for 2017. Puckett agreed it was a good point and they should not just put a check mark next to that item as being done - the Board needs to look at and evaluate results. Gibb also mentioned how important the IGA with Chaffee County is. Reitter stated she was working on it and will get it done before the end of the year. Gibb also felt big water issues are important. He felt there needed to be more policy discussion about the historical moves being made in town and he wanted to know what the objectives are and wanted to see the subject on the policy discussion list.

STAFF REPORTS

Town Administrator 02:52:18

- Town Employee Picnic is Sunday, July 31 at River Park Pavilion
- TPR meeting is August 4 in Alamosa
- CDOT Highway 24 Public Meeting is at the Public Library on August 2
- Recreation Programs are doing well bringing in over \$33,783 so far in 2016
- Kudos to Public Works for extending the Railroad Trail
- Town received a grant to complete an Economic Vitality Strategy
- Historic Preservation Commission members are being sought
- Kudos to Public Works, BV Main Street and DOC for Railroad Parking Lot improvements
- Puckett liked the banners on Main street that were put up by Sangre de Cristo
- Lacy advised the contract for park designs needs to be kept under tight reign or the Architect and Engineer will build a \$1,000,000 ball field
- Puckett asked about paving for the parking lot by the Tennis court and Public Works will look at it for next year

Town Treasurer 02:58:35

- Most recent sales tax report attached and May is well above last year as is total for the entire year
- Stressed Importance of making sure Town purchases for goods and service are tax exempt
- Expenditures are in the packet

Town Clerk 03:01:27

- Report is ian packet with nothing exciting to report

Principal Planner 03:02:05

- Received comments from Steering Committee on UDC which were provided to Clarion

- Thanked the Board for amending Subdivision Ordinance which allowed for resolution to eyesore matter on San Juan Avenue
- Code Enforcement was informed that Vertex is interested in accoutrements at junk property on Colorado and Arkansas
- Puckett suggested contacting former developers and telling them about the UDC

Airport Manager 03:06:40

- Airport has been busy which is a good sign
- HAATS BBQ was a big hit with over 80 people attending and 10 helicopters
- Have had more jets on the pad and will need to put in more hard stand
- Jay Jones Memorial is Saturday, July 30 in the hangar
- Lease template is ready for Carpenter hangar tenants
- Bell will not be testing at Airport due to a crash that destroyed the helicopter and killed the crew
- Plans are in works for a new hangar at the south end of Hangar B
- 10,000 gallons ahead on fuel sales of 2 years ago

TRUSTEE/STAFF INTERACTION 03:14:43

Maggard reminded the CDOT Public Meeting is August 2 at 5 PM at the Library. Construction is set to begin August 8.

Reitter stated she knew it was a priority for the Board to have feedback on the development process and surveys are being handed out with participation being encouraged with the chance to win a gift card to City Market. She is also working with Christyie Culp from DOLA to do a development forum. Doering noted for the Board that a proposed change in the UDC is to change the SUP approval process to allow for a 3 year approval instead of a 1 year approval. Sellars added there was also possibility of a 1 year extension.

Lacy asked Maggard when he says they did a project out of the budget, what was given up that the Town is using to do something that was already in the budget. Maggard replied not necessarily anything. Lacy was not seeing a lot of chip seal going on. Maggard is working on an asphalt paving bid with patching. Lacy felt streets were gradually deteriorating. Lacy stated it was amazing how much the Rodeo Road Trail is being used and people are also driving on it. Maggard stated striping will be done next week. A line was put in at 306 where people were taking a left turn on it. Volpe added that he had received a comment from a cyclist requesting a barrier instead of a strip.

Motion #124 by Trustee Lacy and seconded by Trustee Gibb to approve the fee waiver for Habitat for Humanity. **Motion carried, 5-0**

Puckett reported the next Board of Trustee meeting is Wednesday, August 10. The Trustees then scheduled a breakfast meeting on Tuesday, August 9 at 7:00 AM at Jan's.

ADJOURNMENT 03:25:37

Motion #132 by Trustee Lacy and seconded by Trustee, noting that there being no further business to come before the Board, declared that the meeting be adjourned at 10:25. **Motion carried, 56-0.**

Respectfully submitted:

Joel Benson, Mayor



Janell Sciacca, CMC
Town Clerk

**Minutes of the Regular Meeting of the
Buena Vista Planning and Zoning Commission
July 20, 2016**

CALL TO ORDER

A regular meeting of the Planning and Zoning Commission was called to order at 7:00 pm, Wednesday, July 20, 2016 at Buena Vista Community Center, 715 E Main Street, Buena Vista, Colorado by Chair Trey Shelton. Also present were Commissioners Estes Banks, Annie Davis, Preston Larimer, and Tim Bliss, and Alternate Ed Barkowski. Staff Present: Principal Planner Mark Doering, Planner I Scott Reynolds, and Planning Technician Jill Abrell.

PLEDGE OF ALLEGIANCE

Chair Shelton led in the Pledge of Allegiance.

ROLL CALL

Abrell proceeded with the roll call and declared a quorum.

AGENDA ADOPTION

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

APPROVAL OF MINUTES

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

PUBLIC COMMENT

Shelton opened the public comment portion of the hearing at 7:02 p.m. With no comments received, the public comment portion of the hearing was closed at 7:02 p.m.

NEW BUSINESS

650 S. Gunnison Special Use Permit

Erik Rasmussen of 26381 CR 319 rose to address the Commission. Mr. Rasmussen is requesting a Special Use Permit (SUP) for an Accessory Dwelling Unit (ADU) in conjunction with a new primary dwelling unit at 650 S. Gunnison. He stated that the ADU will be 560 square feet with one bedroom and one full bathroom, and will have a full kitchen with full size appliances, and a washer and dryer. He noted that the exterior of the ADU will match the exterior of the new single family dwelling unit also being built. He noted that any exterior lighting would be downcast and shielded, and that there would be one off-street parking space provided. Mr. Rasmussen declared that the intent is to provide a long-term rental for an individual or couple.

Reynolds presented the Commission with the Staff Review for the Special Use Permit. He noted that the ADU would be located behind the primary residence, which is currently under building review. Reynolds stated that the current zoning for this property is R-2 Old Town and Airport Protection District Overlay and

noted that with the Airport Protection District overlay, an avigation easement will be required. He commented that the property is not in the floodway/floodplain.

He then presented the Commission with photos of the site plan, elevations, and current location of the property before going through the criteria for a Special Use Permit: 1) ingress/egress meets requirements; pedestrian access if off Gunnison Avenue and vehicular access is off the alley; 2) there are three off-street parking spaces as required shown on the site plan (two spaces required for the primary house and one space required for the ADU, however, the off-street parking requirement can be determined separately during a Special Use Permit process. Reynolds noted that the third parking spot as denoted on the site plan, between the ADU and the primary house, encumbers the property. He stated that based on staff analysis, the two parking spaces at the rear of the property are sufficient and the third spot is unnecessary. Reynolds continued with the criteria by stating that in the past, it has been a condition of approval that any exterior lights be downcast and shielded to comply with lighting standards. He noted that this preserves the night sky and prevents glare on the neighboring properties; 3) refuse/service areas will be similar to those throughout the neighborhood; 4) all utility services are either off the alley or off Gunnison Avenue; 5) screening and buffering are not required; 6) there are no signs proposed; 7) landscaping was provided with the original building permit for the primary house; 8) a single family house with an ADU in a residential neighborhood meets general compatibility.

Reynolds discussed the criteria for the ADU: 1) provides housing near employment opportunities; 2) 560 square feet is within the size requirements in the code; 3) the kitchen contains all required elements as listed in the code; 4) the bathroom contains all required elements as listed in the code; 5) one bedroom provided, maximum allowed is two; 6) water and sanitation connections will be reviewed at the time of building permit; 7) ADU is in appropriate zone district; 8) is located at the rear half of the property; 9) shall not be condominiumized or sold separately, which is a suggested condition of approval; 10) the ADU is compatible with the proposed primary home.

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

1. a minimum of two off-street parking spaces shall be required – one for the ADU and one for the primary house;
2. any exterior light fixtures on the property shall be downcast and fully shielded;
3. the ADU shall not be condominiumized or sold separately from the primary building;
4. an avigation easement needs to be recorded at the Chaffee County Clerk and Recorder's Office prior to a Certificate of Occupancy.

Banks inquired about the condition to not condominiumize the ADU. Doering responded that without the condition, the subdivision requirements may be skirted around; he also noted that the intention of an ADU is to have it as part of the primary user's property.

Bliss inquired about on-street parking in that area. Reynolds responded that on-street parking is available on Gunnison Avenue. Larimer asked for clarification about the parking requirement. Reynolds stated that the code currently requires that three off-street parking spaces be available, but noted with the narrow lots, it is difficult to have three spots. He showed on the site plan how the third spot would be encumbered and stated that staff is proposing that only two off-street parking spots be required. He commented that staff believes that that will be sufficient for the property. Doering added that the code states that parking shall be determined at time of special use permit process, and that staff is supportive of only having two off-street parking spots if the Commission feels it is appropriate.

After discussing the parking requirements and site plan, the Commission agreed that three parking spots did not make sense for the configuration of the lot and had no other issues with the proposal. Davis made a motion to recommend to the Board of Trustees approval with conditions as outlined by staff for the Special Use Permit for the ADU at 650 S. Gunnison. Larimer seconded and **Motion #3** carried unanimously.

Noe Minor Subdivision Amendment No. 1

Mary Kale of 30499 Stampede Run rose next to address the Commission. She stated that she is requesting a minor subdivision of 642 Cedar St. She noted it was previously four lots and they are now applying for a subdivision to return it to four lots. Ms. Kale believes that the best use of the lots would be to build houses on two of the lots and possibly sell the other two. She stated that she believes this will help with people looking for housing. She questioned the Commission about the sidewalk and alley requirements. Ms. Kale stated that there are several large boulders in the alley and expressed concern with removal of these boulders. She questioned why the Town did not improve the alley when the sewer line was put in, and stated her concern about removing boulders and damaging the sewer line. Ms. Kale also noted concerns with the expense of improving the alley. She then inquired if there were any funds available for the alley or sidewalk. Ms. Kale mentioned that there would be no access from Cedar Street on to these lots. She also stated her willingness to put the alley and road base in if the Town were willing to remove the boulders.

Reynolds presented the Commission with the Staff Review for the Noe Minor Subdivision Amendment Number 1. He stated the request would create four legal lots that could be used for residential or commercial purposes. Reynolds noted that the property was most recently subdivided with Noe Minor Subdivision in 2004 and had vested rights which expired in 2007. He commented that the Noe Minor Subdivision came with conditions, one of which is to take access off of Cedar; however, with the vested rights being expired, access should be off the alley based upon municipal code requirements and the Buena Vista Comprehensive Plan. Reynolds noted that all four lots are currently vacant with public improvements on Cedar Street and Evans. He stated that the current zoning is B-1 Old Town. He showed the Commission photos and site plans of the current lot and the proposed four lots and stated that the plat would need some improvements, which they are working on with a surveyor.

Reynolds reviewed the criteria for subdivision approval: 1) the development conforms to the requirements of the Subdivision Ordinance. He noted that as the applicant pointed out, the alley is not improved, and showed a picture of the alley off of Evans Street. He pointed out the poles that appear to be going right down the alley, and stated that Sangre de Cristo has plans to remove the poles within the next 18 months. Reynolds noted that one of the conditions includes requiring access off the alley. He further noted that the alley would need to be improved, and access would be off the alley regardless of whether there were four lots or one. Reynolds noted that another condition that was discussed and is outlined in the subdivision requirements is the addition of a 5' sidewalk, which is a condition determined by the Planning and Zoning Commission or Board of Trustees as they see fit. Reynolds commented that staff recommends adding a 5' sidewalk on Evans Street, which would connect to the existing sidewalk grid in town and lead to greater connectivity. Reynolds concluded that these were the two recommendations for public improvement and continued discussing the criteria for subdivision approval: 2) utilities are already existing for this property; 3) the lots meet the minimum size requirements; Reynolds noted that the minimum lot size for this zone district is 25' and the applicant is proposing a lot size of 28'; 4) applicant will dedicate easements as required to the Town; and 5) proper drainage control has been demonstrated; Reynolds noted that this requirement would be better addressed at the time of building permit.

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

1. the 15' alley be constructed with a six inch minimum road base surface, which is based off the comments of the Public Works Director and standards; this shall be done prior to the Certificate of Occupancy being issued for any of the building permits on the lot;
2. a 5' attached or detached sidewalk on the west side of Evans Street be constructed prior to the Certificate of Occupancy for the lot closest to Evans Street;
3. Prior to the recording of the final plat, the drawings shall be corrected to the satisfaction of the Principal Planner;
4. vehicular access must be from alley;
5. a site specific drainage plan must be submitted and approved prior to the issuance of a building permit; and
6. private service utility lines must be underground.

Reynolds noted that the last requirement is a requirement of the subdivision ordinance.

Larimer inquired if there were the French drainage structures in front of that property. Doering commented that he was not sure and Reynolds noted that drainage was not a huge concern. Larimer also inquired about the location of the sewer line in the alley and expressed some concern about the boulders. Doering commented that he estimated that the sewer line was right down the middle of the alley. Larimer inquired how old the sewer line is; Doering was unsure. Reynolds presented the Commission with a map showing the sewer line and manholes. He noted that the location was approximate. Doering and Shelton discussed one of the more problematic boulders in the alley. Shelton noted that boulders would be an issue anywhere in town.

Larimer questioned why some drawings showed the alley at 20' wide and others at 15' wide. Reynolds responded that the alley is platted at 20' wide, and Town requiring that the alley be improved to 15' wide.

Larimer inquired about the wider lot size. Reynolds responded that the lot size got wider for fire separation. He noted that this allowed for a larger house without fire walls. Doering commented that when the Noe Subdivision was originally done, the properties were combined and the line was not placed in the original spot, giving the plat 112' instead of the 100' of four 25' lots.

Bliss inquired if the power lines would be buried. Reynolds stated that based on the franchise agreement, there is no requirement for them to be buried. He noted that with the increased cost of burying them, Sangre de Cristo is not interested in burying them. Shelton and Doering discussed the removal and replacement of the poles currently existing in the alley.

Bliss inquired if there was any chance the Town would help with the costs of removing the boulders or alley improvements, or with removing boulders. Reynolds responded that that would be up to the Board of Trustees to decide. Doering added that the Comprehensive Plan discusses development paying its own way, and that the policies the community has voiced and that the Board has adopted suggests that development should pay its own way, but noted that that is something the applicant can request from the Board of Trustees. Doering commented that there are potentially cost recovery options, but added that there is no requirement for applicant to improve alley that is not abutting her property. He also noted that the alley could be improved as the lots are sold.

Ms. Kale rose to address the Commission. She commented that part of the reasoning behind asking for assistance with paying for sidewalk and alley improvement is because other houses on Cedar Street do access from Cedar Street. She noted that she does not have the option to access from Cedar Street. Ms. Kale commented that it is unfortunate that the alley was not improved when the sewer line was put in. She also commented that she would have to pay for the sidewalk which is also the Town's. She further stated that the alley would be tough to work with, so she was hopeful that the Town would help pay.

Larimer expressed confusion to Ms. Kale's statement that the alley would be tough to work with. He noted that dealing with boulders was a standard situation in Buena Vista for anyone who needed to dig holes.

Ms. Kale agreed but stated that that was when someone was building on their own property, and that she believed that when she was building a house on her own property, she should be responsible for the costs. Ms. Kale pointed out that the alley is not her property.

Shelton noted that improving the alley was a requirement for the subdivision, and so Ms. Kale should have been aware of the risk. Ms. Kale agreed but noted that most of the alleys are developed, and stated that she believed the reason this alley was never developed was due to costs. She further noted that it wouldn't be a problem if there was access off Cedar Street. She commented that she believed it was unfair. Larimer stated that the alley was likely not put in originally because the alley would not have been in Town limits but the Town has grown since then. Shelton inquired of the applicant how long she has owned the property. Ms. Kale responded that she purchased the property about a year ago. Shelton noted that at the time of purchase, there was no access off Cedar, and it was the applicant's risk when purchasing the property. Ms. Kale stated she hadn't realized that, and restated her previous comments that she would like monetary assistance from the Town to help pay for improvements since it is Town property, and because this alley has such big boulders. Ms. Kale further stated that the Town should assist because she believes there is a risk to damaging the sewer line.

Shelton responded that although he understands Ms. Kale's position, he would have a hard time recommending that the Town assist for something that already existed at the time of purchase. Larimer added that other developers have paid. Shelton agreed that development pays its own way and added that there are lots of boulders in Buena Vista, and that's the condition it was in at the time of purchase. Ms. Kale responded that a lot of other developers received monetary help from the Town. Shelton expressed understanding but did not believe it would be appropriate to recommend funding for this project.

Larimer questioned about the requirement of paying for trees. He noted that the requirement stated two trees per lot and inquired if the trees are already there. Reynolds stated that one of the previous conditions of the Noe Subdivision included that the applicant pay the Town for two trees but added that the trees are already there. Doering added that the condition expired with the vested rights on the plat in 2007. He further commented that the Town is not asking for reimbursement and that staff planted trees along Evans Street for Arbor Day.

Larimer returned to the issue of the sewer line and the boulders in the alley. Doering noted that the Town did not have exact knowledge of the sewer line location and further noted that the Sanitation District would have better records. Banks asked about the depth of the sewer line. Reynolds stated that the Town was unsure but that staff could get clarification from the Sanitation District. Bliss asked what would happen if the sewer line was damaged. Doering responded it would be up to the private property owners

to fix the damage to Town property if the damage was done by an individual. Doering added that he was not concerned about the sewer line being damaged with the alley improvement. Shelton noted that the applicant could work with the Sanitation District to safely remove the boulders.

Banks added that he believed that the removal of the boulders and the potential damage to the sewer line should be handled by the Sanitation District, and was not in the scope of the Planning and Zoning Commission. Davis followed up that although the Commission would not recommend financial assistance for the alley improvement, Ms. Kale could still present her request to the Board of Trustees. Bliss concluded by stating that the Planning and Zoning Commission does not allocate funds.

Bliss then inquired about vehicular access and parking. Doering stated that on-street parking is allowed on Cedar Street although vehicular access to the property is not. He commented that the original approval for the Noe Subdivision allowed access from Cedar Street, but noted that those vested rights expired in 2007. Doering pointed out that there were no public improvements at the time of original approval in 2004, such as sidewalks. He noted that the Town has now put in a sidewalk and planted trees, and that the Town would like to ensure that investment stays in place and is not damaged by allowing access off Cedar Street. Banks noted that by not having access off Cedar Street, the Town is improving pedestrian access and connectivity. Shelton added that this is a key area for sidewalk connectivity.

The Commission agreed they would not waive alley improvement requirements, and Shelton suggested that the Commission move on from talking about the monetary issue as it is not up to the Planning and Zoning Commission to decide. The Commission informed the applicant that she could talk to the Board of Trustees about her request for aid. Shelton added that the Commission would not make a recommendation either way about her request for monetary assistance.

Banks noted that he was very excited to have Old Town lots developed. Larimer added that he was hopeful that some of the other lots on that block would be improved and that they would begin to get cleaned up, and have fencing and screening added to certain properties.

With no more discussion, Davis motioned to recommend to the Board of Trustees approval with conditions as outlined by staff of the Noe Minor Subdivision Amendment Number 1. **Motion #4** was seconded by Larimer and passed unanimously.

Schultz-Writsel Alternate Commissioner Application

Lynn Schultz-Writsel rose to address the Commission. Shelton thanked her for her application to be an alternate member of the Planning and Zoning Commission and invited her to introduce herself to the Commission and discuss her experience. Ms. Schultz-Writsel stated she was intrigued in becoming an alternate because she saw it as an opportunity to be a part of the town. She noted that she had previous experience working on boards that dealt with planning and zoning issues. She stated she has been here for one year full time, but has spent a lot of time here since 1951 and so has seen Buena Vista change over the years.

Bliss asked her how she felt about development. The applicant responded that it is important to find a balance between growth and preservation. She noted that there is a housing problem so there needs to be development, but she added that the Town needed smart growth and planned development.

Ms. Schultz-Writsel asked for more details as to the role of an alternate Commissioner. Shelton responded that the Commission would want input from an alternate member and noted that the input would be valued. He further stated that if there weren't enough members for quorum, an alternate member would be able to make up quorum and would be able to vote in those circumstances. Banks noted that as permanent members leave, alternates can move up if interested.

Ms. Schultz-Writsel concluded by stating she hoped that she could bring insight of both sides of issues that come before the Commission.

Larimer motioned to recommend approval of Lynn Schultz-Writsel as an alternate member of the Planning and Zoning Commission to the Board of Trustees. Bliss seconded and **Motion #5** carried with no objections.

APA Conference, September 28-30

Doering stated that a package was purchased for Commissioners so that multiple commissioners could go to the APA Conference in Colorado Springs and trade off days and times. He noted that Commissioners would be able to go to various sessions, and that the package covered all three days. Doering requested the Commission to look at their calendars and let staff know if they are interested in attending.

STAFF / COMMISSION INTERACTION

Banks commented that staff could do spreadsheet which may save time to list the criteria and check the boxes. Doering mentioned that staff is recommending that ADUs become a use by right with the new UDC. He stated that ADUs do not rise to the level of requiring a special use permit. He noted that the feel of the community is that people want ADUs to be allowed. Banks commented that there was a time that the community did not want ADUs in Sunset Vista IV. Doering noted that there is an affordable housing problem, and that the Town is trying to address it any way possible.

Larimer asked about the UDC. Doering responded that the Steering Committee met with the consultants, and that comments were needed back by this past Friday. He noted that staff did not receive as many comments as desired. Doering stated that the consultants will bring back a final version that will go in front of the Planning and Zoning Commission.

Doering requested input on having the applicant go first in addressing the Commission and then having staff present the staff report, as was done tonight. Shelton and Davis both commented that they thought it worked great to have applicant go first. Davis added she believed it helped the applicant feel as though they are heard.

The Commission and staff then discussed public improvements such as sidewalks and streetlights. They also addressed development within the town, the need for housing, and increased property values.

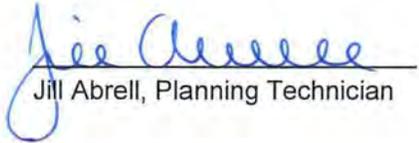
ADJOURNMENT

There being no further business to come before the Commission, Davis motioned to adjourn the meeting at 8:15 p.m. Larimer seconded. **Motion #6** was unanimously approved.

Respectfully submitted:



Trey Shelton, Chair



Jill Abrell, Planning Technician

Minutes
Town of Buena Vista Beautification Advisory Board Meeting
Thursday, July 14, 2016

The regular meeting was called to order at 5:12pm at Collegiate Peaks Realty

PRESENT: Members Joy Duprey, Nancy Taylor, Jennifer Wright, Sue Kuklin, Donna Shaffer, Assistant to Town Administrator Emily Katsimpalis, Guest Leon Katsimapolis.

APPROVAL of MINUTES:

The minutes from the June 2, 2016 meeting were unanimously approved.

OLD BUSINESS:

FUNDS

Current Funds – Approximately \$4650.00 including income from Planter Adoptions
Spent- \$25 on Plaque for new bench and \$150 on NewBees Landscaping project

2016 Town Budget Spending- \$499914' Everest Tree
\$3250.20.....6 Wreaths for East Main
\$4552.80.....13 lit Garland Wraps
\$ 572.....Bench
\$ 1000.....Light Pole Banners

Letter of Resignation from Board Member Tom Rollings was read.

Town Advisory Boards and Commissions Manual corrections were addressed. Clarification that this board has 5 voting members and two alternates. Official titles of Vice Chair assigned to Nancy Taylor and Secretary assigned to Diane Look.

UPCOMING PROJECTS

2016 Budget

11 Curbs Xeriscaping - \$10,000 Flowers - \$2,300
Optimist Park plants - \$1,000 Benches - (\$925 left over)
Wreaths - (\$749.80 left over)

Waiting to see if light poles are replaced as previously planned

Lights for unlit garland pole wraps - \$406.20
27 tree trunk light wraps - \$820
Beautification funds - signage for curbside educational xeric gardens

Light Pole Banners are ready and scheduled to be hung on East Main cobra lights 7/15

Curb Appeal Recognition Decision to create a window cling award for the business owners to keep and also place a metal deer display in front of the business for their award month which would be rotated to successive winning locations.

Voted to award Louie's Ice Cream for month of August.

Xeric Educational Gardens

Josh Bearrs has offered to take project, but not sure he can fit it in this year. If not, we will ask for a carryover of the budgeted funds to next year. Asking Gary Ludwig to work with Josh on choosing plants from list provided by CSU Extension Master Gardeners.

NEW BUSINESS

CIP Budget Items Submitted:

2-5 new metal trash cans -\$6000 (May be under Public Works Town budget rather than Beautification, according to Director Greg Maggard)

Curbside gardens if not done in 2016 - \$10,000

2 Skylines for East Main if Archway is approved for 2016 - \$6,000

Emily Katsimpalis

Work and progress continuing on Railroad parking lot area. Vertex Music Festival donated \$10K to Town which is being dedicated to four projects, including a Community Garden by the police station.

Thank Yous

Nancy will send to the manager of Tractor Supply for donation of a \$500 water tank and hauler for use on the Town's 4 wheeler.

The next meeting date was set for Thursday, August 4, 5pm at Collegiate Peaks Realty.

ADJOURNMENT

The meeting was adjourned at 6:40pm



Buena Vista Trails Advisory Board Minutes

Public Works Building

July 5, 2016

Present: Lois Walton, Nancy Anderson, Kathy Hoerlein, Ed Eberle, Greg Maggard, Emily Osborn, Dick Scar, Pat McCarthy

I. **Meeting called to order: 8:00 am**

II. **Public Comments - No requests**

III. **Agenda: approved**

IV. **Minutes: approved**

V. **OLD BUSINESS**

Public Works Director's report (Greg):

a) Public Works met with CDOT regarding two projects: **Greg Drive and Arizona St.**

Arizona looks good to proceed & is in the Bid and Environmental process

Greg Drive - Public Works should be able to pave Greg Drive

Target date for both projects Fall of 2017

b) **Rodeo Road** was being paved during the meeting.

c) **Railroad Trail Volunteer Work Day** is scheduled for July 18th, 19, & 20th. Ed, Dick Greg and Emily O. will lay out the trail after the meeting.

d) **Social Trails @ South Main** - Ed will talk to Preston of Planning and Zoning and check out the area.

e) **County Road 313** - The meeting with Bob Gray (NC3) and the County to discuss the trail was cancelled - No progress to report.

f) **County Road 317** will be paved in August.

g) **Hwy 24** work will begin the first or second week of August.

h) **Peaks View Trail** has to be designated a budget item in order to improve condition. Emily may be able to provide volunteers to do trail work. (July 18th, 19th, & 20th)

g) Greg requested Trails be prioritized to guide budget requests

1st - Peaks View - Build bridge and resurfacing

2nd - Midland Hills

- *Christof trail*

- Trail improvement

3rd - River Park Trail

h) **Town Branding** - Greg has budgeted Trail sign expenditures, Kathy will get the sign design info

Ed Eberle - BV Trails Advisory Bd. Brochures

a) **Brochures** are moving Fast

- b) There are more distribution points
Public Works is distributing brochures
- c) Discussion of next year's brochure design
 - possibly including descriptions of activities
 - *Trail descriptions - Easy, Moderate, Difficult, elevation gain , distance*
 - Discussion and recommendation of Kathy McCoy's fee for design.
 - Adopt-a-trail update
 - Discussion of volunteer recognition
- d) Ed reported The Stage Coach Trail may feature Stage Coach and Buggie Rides thru town.

Nancy Anderson - BV Trail Advocacy Update & TrailWork

- a) Discussion of Christof & BLM social trails

Recreation Board Updates - Emily Osborne

- a) Emily O. and Emily K. turned in the Splash Park Award
- b) The Trans Rockies' run (August 4th) will feature in a 3 minute and a 30 second spot of B.V. on CBS Sports

V. **Adjournment:** 09:35 am

Next Meeting: August 2nd, 2016 *****Please Note*** Meeting time is 8:00am**

Minutes submitted by Pat McCarthy

Minutes approved as written (Date)

8/2

by





Buena Vista Police Department

Post Office Box 1310

713 E. Main St.

Buena Vista, Colorado 81211

Phone: (719) 395-8654 Fax (719) 395-8655



Chief's Report July 2016

By the time you read this report the music festival will be at the stampede level and Gold Rush Days right on its heels!

A lot has happened in our awesome country since my last Chief's Report and the number of men & women wanting to have a career in law enforcement is fading fast.

We had our Team Meeting on July 13th. Our training was at the airport with Reach Medical Services for some "do's & don'ts" in the case of a vehicle accident that we could have in town or one that we might assist CSP or the Sheriff's Office with that might require a helicopter land at the scene. All of our team and most of the CSP Troopers received this training. We then met at the Police Department for body camera training and we discussed racism and all of the police officer shootings in our country. We all love our profession and we do our very best to be professional on every call. We all have a spouse or significant other and most of us have kids. We are human just like you. It's tough to watch all the controversy involving humanity and law enforcement. We do have added stress even here in Buena Vista, but we "vent" at our police department, not to the public.

We appreciate all of you and are extremely grateful for your support!

Please see attached calls for service and stats

A Poem for our Heroes in Black and Blue

For the brave men and women who protect us

We couldn't be more grateful

Its disappointing to see all of the fuss

And witness attitudes so hateful

To be a police officer

Is to choose a life of courage and character

Hero is your moniker

You keep us safe from danger

You never know what you are walking into

Your bravery is for a chosen few

We love, respect, and honor you

We salute the ones in black and blue!

We pray Psalm 91:11 over you –

For He shall give His angels charge over you

To keep you in all of your ways

Thank you for all that you do for us!

With love and respect,

Wes, Marygrace, Rowdy and Grace Taylor Stermole

Our son
Prowdy's depiction
of a policeman
pulling his hand
to go have fun
with him ♥





BVPD CALLS FOR SERVICE FOR THE MONTH OF JULY 2016

3	911 MISC. (NON-EMERGENCY; HANGUP CALLS ETC)
2	ABANDONED VEHICLE
13	ACCIDENTS
46	ADMINISTRATIVE CALLS (OUT AT PD/TOWN HALL/MTGS)
13	ALARMS - INCLUDING FIRE
16	ANIMAL COMPLAINTS
0	ARSON
3	ASSAULTS
30	ASSIST OTHER AGENCY
0	AUTO THEFT
0	BOMB CALL
0	BURGLARY
3	BUSINESS CHECKS
0	CHILD ABUSE
0	CHINS (CHILD HAVING IMMEDIATE NEED OF SUPERVISION)
2	CITIZEN ASSIST
0	CIVIL DISPUTES
2	CIVIL PAPERS
5	CIVIL STANDBY
1	CODE VIOLATION
1	COMMUNITY RELATIONS
4	COURT SERVICES
3	CRIMINAL MISCHIEF
0	DEATH
8	DOMESTIC VIOLENCE
5	DISTURBANCE CALL - FIGHT
6	DISTURBANCE CALL - NOISE
1	DRUG INVESTIGATION
0	EMERGENCY MESSAGE
0	FIRE CALLS - MISC
0	FIRE CALLS - STRUCTURE & WILDFIRE
181	FOLLOW UP
3	FOOT PATROL
0	FORGERY/FRAUD
9	FOUND PROPERTY
5	HARASSMENT
1	HAZARDS - GENERAL
0	HAZARDS - MATERIAL
0	HOME TOWN SECURITY
0	HOUSE WATCH
4	INTERVIEW
73	INFORMATION ITEMS
6	INTOXICATED SUBJECT

1	<i>LIQUOR VIOLATION</i>
0	<i>LIVESTOCK</i>
6	<i>LOST PROPERTY</i>
7	<i>MEDICAL ASSIST</i>
14	<i>MEETING</i>
0	<i>MISSING PERSON</i>
5	<i>MOTORIST ASSIST</i>
9	<i>PARKING VIOLATION</i>
0	<i>PHONE CALL</i>
0	<i>PBT - PORTABLE BREATH TEST</i>
5	<i>REDDI REPORT</i>
50	<i>REPORTS</i>
5	<i>ROADSIDES</i>
0	<i>RUNAWAY</i>
19	<i>SECURITY CHECKS</i>
0	<i>SEXUAL ASSAULT</i>
0	<i>SMOKE INVESTIGATION</i>
4	<i>SUICIDE ATTEMPT</i>
8	<i>SUSPICIOUS INCIDENT</i>
8	<i>SUSPICIOUS PERSON</i>
7	<i>SUSPICIOUS VEHICLE</i>
9	<i>THEFT</i>
141	<i>TRAFFIC STOPS (ALL CONTACTS)</i>
9	<i>TRAFFIC VIOLATIONS (CITATIONS WITH CASE #)</i>
53	<i>TRAFFIC MISC (VEHICLE INVESTIGATION)</i>
9	<i>TRAFFIC COMPLAINT</i>
29	<i>TRAINING</i>
8	<i>TRANSPORTS</i>
6	<i>TRESPASS</i>
25	<i>VIN INSPECTION</i>
0	<i>VEHICLE MAINTENANCE</i>
1	<i>VIOLATION OF PROTECTION ORDER</i>
4	<i>WARRANT ARREST (INCLUDING ATTEMPTED)</i>
1	<i>WEAPONS/GUN</i>
28	<i>WELFARE CHECK</i>
0	<i>WILDLIFE</i>
920	<i>TOTAL CALLS RECEIVED FROM CHAFFEE CTY. DISPATCH</i>

Buena Vista Police Department

Statistics from: 7/1/2016 12:00:00AM to 7/31/2016 11:59:00PM

Citation Printout Report by Violation

Total Citations of (10-121 CRIMINAL MISCHIEF): 1
Total Mandatory Appearances: 0

Total Citations of (10-123 THEFT): 1
Total Mandatory Appearances: 0

Total Citations of (10-177 DISORDERLY CONDUCT DEEMED UNLAWFUL): 2
Total Mandatory Appearances: 0

Total Citations of (10-202 ILLEGAL POSSESSION/CONSUMPTION OF ALCOHOL BY UNDERAGE PERSON): 2
Total Mandatory Appearances: 2

Total Citations of (10-312 POSSESSION OF MARIJUANA PROHIBITED): 2
Total Mandatory Appearances: 2

Total Citations of (10-314 POSSESSION OF DRUG PARAPHERNALIA): 2
Total Mandatory Appearances: 2

Total Citations of (16-249 TRAVEL TRAILERS): 1
Total Mandatory Appearances: 1

Total Citations of (18-18-406 OFFENSES RELATING TO MARIJUANA AND MARIJUANA CONCENTRATE): 1
Total Mandatory Appearances: 0

Total Citations of (18-18-428 POSSESSION OF DRUG PARAPHERNALIA): 1
Total Mandatory Appearances: 0

Total Citations of (18-3-204 ASSAULT IN THE THIRD DEGREE): 3
Total Mandatory Appearances: 3

Total Citations of (18-4-501 CRIMINAL MISCHIEF): 1
Total Mandatory Appearances: 1

Total Citations of (18-6-801 DOMESTIC VIOLENCE): 2
Total Mandatory Appearances: 2

Total Citations of (18-6-803.5 CRIME OF VIOLATION OF A PROTECTION ORDER): 1
Total Mandatory Appearances: 1

Total Citations of (18-8-103 RESISTING ARREST): 2
Total Mandatory Appearances: 2

Total Citations of (18-9-106 DISORDERLY CONDUCT): 3
Total Mandatory Appearances: 3

Total Citations of (18-9-111 HARASSMENT): 3
Total Mandatory Appearances: 3

Total Citations of (42-2-138(1)(A) DROVE VEHICLE WHEN LICENSE UNDER RESTRAINT (SUSPENDED/REVOKED/DENIED)): 3
Total Mandatory Appearances: 2

Total Citations of (42-3-114 EXPIRATION OF VEHICLE REGISTRATION): 2
Total Mandatory Appearances: 1

Total Citations of (42-4-1007 DRIVING ON ROADWAYS LANED FOR TRAFFIC): 1
Total Mandatory Appearances: 0

Total Citations of (42-4-1008 FOLLOWING TOO CLOSELY): 1
Total Mandatory Appearances: 0

Total Citations of (42-4-1101 SPEED LIMITS (EXCEEDING)): 1
Total Mandatory Appearances: 0

Total Citations of (42-4-1211 LIMITATIONS ON BACKING): 3
Total Mandatory Appearances: 0

Total Citations of (42-4-1301(1)(A) DROVE VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS OR BOTH): 6
Total Mandatory Appearances: 4

Total Citations of (42-4-1301(1)(B) DROVE VEHICLE WHILE ABILITY IMPAIRED BY ALCOHOL OR DRUGS OR BOTH): 1
Total Mandatory Appearances: 1

Total Citations of (42-4-1301(2)(A) DROVE VEHICLE WITH BLOOD ALCOHOL CONTENT OF 0.08 OR MORE): 3
Total Mandatory Appearances: 2

Total Citations of (42-4-1402 CARELESS DRIVING): 1
Total Mandatory Appearances: 0

Total Citations of (42-4-1409 COMPULSORY INSURANCE): 3
Total Mandatory Appearances: 2

Total Citations of (42-4-237 SAFETY BELT SYSTEMS): 5
Total Mandatory Appearances: 0

Total Citations of (42-4-704 VEHICLE ENTERING ROADWAY): 1
Total Mandatory Appearances: 0

Total Citations of (7-143 NOISE DOG): 2
Total Mandatory Appearances: 0

Total Citations of (VOID): 1
Total Mandatory Appearances: 0

Grand Total

Total Number of Citations Reported: 62
Total Fine Amounts Reported: \$0.00
Total Money Collected: \$0.00
Total Money Still Due: \$0.00
Total Mandatory Appearances: 34



Buena Vista Fire Department

Post Office Box 1692
Buena Vista, Colorado 81211
Phone: (719) 395-8098
Fax: (719) 395-2046



Buena Vista Fire Calls

From July 1 to 31, 2016

Total Month Calls: 34

Current Year to Date Calls: 197

2015 Year to Date Calls: 131

July 1- 31 Calls: 34

Fire Calls: 3

Fire Alarms: 4

Medical Calls: 22

Accident Calls: 4 (1 Airplane Crashes)

Hazardous calls: 0

Good Intent/Information Item: 1

River Rescue: 0

Stand down: 0

Volunteer Firefighters: 15

Total Training hour for June: 155

July Highlights:

Assistant Chief Rodriguez successfully passed testing for Fire Officer 1 and is now certified.

Assistant Chief Rodriguez has been working on incident preplans for the local business.

Assistant Chief Rodriguez is continuing to get the Town Employees and citizens CPR and First Aid Certified.

Chief Villers and Assistant Chief Rodriguez are giving out information to both businesses and residents on purchasing Knox boxes for emergency situations. These boxes are invaluable when access is required to a residence or business and there isn't a key holder available.

Chief Villers has met with Madison House/Vertex and plans are moving forward with the upcoming concert.

BV Fire begins business safety updates

MASON MILLER

Pre-incident surveys will help firefighters serve

By Mason Miller
Times reporter

Buena Vista business owners can expect a call from assistant fire chief Phillip Rodriguez in coming months.

Rodriguez and the department are undertaking the task of updating pre-incident surveys for local businesses, which Rodriguez said will allow emergency responders to do their jobs more efficiently and safely in case of an emergency and will also help keep business owners and employees safe.

The purpose of the survey is for the Buena Vista Fire Department to get updated maps and information on the locations of things like electrical and gas shutoffs at businesses, which will allow BVFD to act more quickly and efficiently in responding to potential emergencies.

"This is not an inspection," Rodriguez



said. "This info is for our systems, so if a page comes in we know where things like gas and electrical shutoffs are located."

With updated surveys, Rodriguez said emergency responders will know exactly

where to go or what to do in case of an emergency, as opposed to trying to figure out where these shutoffs and other building components are located on the fly.

"This allows us to understand the structure, layout, utilities and type of construction (for the building)," Rodriguez said.

The surveys also allow Rodriguez to speak with local business owners and employees to find out or advise them on a plan and protocol to implement in the case of an emergency or fire. Rodriguez said if he knows for instance where employees are supposed to meet in the event of an emergency, it makes it easier to gauge who may still be trapped in a building.

SEE BV Fire, Page 3

BV Fire

Continued from page 1

Rodriguez also said BVFD had implemented a knock box system and is encouraging local businesses and residents

to participate. The knock box is installed on some part of a residence or business and the box contains spare keys for the front and back portions of the business or resident, Rodriguez said. BVFD is the only one that will have a master key for that box, so in the

case of an emergency BVFD can access the building quickly, while mitigating potential property damage.

"If there is a fire we can get into the building as soon as possible without have to wait 20 minutes for someone to get there with a key in the case of an emergency," Rodriguez said.

While BVFD had implemented the knock box system for businesses a couple of years ago, Rodriguez said they just started using the system for residents and said the system is especially good for elderly residents who may require welfare checks or as a way to relieve stress for family members who live far away.

BVFD also offers classes on several aspects of emergency response such as CPR classes, fire extinguisher drills and safety tips, classes for schoolchildren and BVFD will assist residents in changing out smoke alarms, Rodriguez said.

"We like to have people come through our station," Rodriguez said. "We're not just here in case of an emergency. We're here everyday."

Residents or business owners within Buena Vista town limits can reach out to BVFD for any of the above mentioned information or to schedule classes with the department. Residents that live within county jurisdictions, however, need to reach out to Chaffee County Fire Protection District, which is also participating in the knock box system, Rodriguez said.

BVFD can be reached at 395-8098. Chaffee County Fire Protection District can be reached at 395-6545.



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

DATE: August 4, 2016
TO: Mayor and Board of Trustees
FROM: Mark Doering, Principal Planner, Planning Department
AGENDA ITEM: Main Street Patio Moratorium Extension

Request:

Staff is requesting approval of an extension of a moratorium prohibiting additional outdoor patios in Buena Vista to allow staff to develop a policy to regulate outdoor patios within Buena Vista. The proposed moratorium would prohibit any additional patios before April 12, 2016, when it set to expire.

Overview:

Staff will continue to study the existing outdoor patio in town, and evaluate how it works throughout the entire year, including winter. Staff will also continue to evaluate other communities' policies relating to their outdoor patios, and will bring a recommendation back to the Board of Trustees for a decision prior to the moratorium expiring in April 2017.

Analysis:

While the Board of Trustees approved the first outdoor patio in front of the Lariat Bar and Grill, it indicated that it wanted a policy developed for future applications that would establish the basis for review and approval or denial, if others wanted to pursue a similar encroachment into the street. The Board directed staff to evaluate the outdoor patio once it was built and being used, evaluate other communities, and to develop a patio policy for patios in Buena Vista. If the Board approves the moratorium extension, no new applications for outdoor patios within the town's rights-of-way will be accepted.

Policy Alignment:

Administration policy

BOT Action:

Staff recommends approval of the moratorium regarding outdoor patios within the Town's rights-of-way.

Attachment:

Draft Moratorium Resolution

TOWN OF BUENA VISTA

**RESOLUTION NO. 74
SERIES 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR ENCROACHMENT PERMITS FOR THE PURPOSES OF OUTDOOR DINING AND RETAIL OPERATIONS ON EAST MAIN STREET.

WHEREAS, the Town issues encroachment permits for outdoor dining and retail operations pursuant to Article VII, Chapter 16, of the Buena Vista Municipal Code;

WHEREAS, on April 12, 2016, the Board passed Resolution No. 30, Series 2016 imposing a 180-day moratorium on acceptance of applications for these types of permits;

WHEREAS, the Town desires to extend the temporary moratorium imposed in Resolution No. 30 in order to compare the proposed policies for encroachment permits on East Main Street with the results of the parking study of the Town's downtown area to ensure that the Town's goals related to these activities and uses are compatible;

WHEREAS, the Board of Trustees finds that the extended imposition of a moratorium is in the best interests of the Town.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, as follows:

Section 1. The Board of Trustees hereby finds, determines and declares that it has the power to adopt this Resolution pursuant to: (i) C.R.S. § 31-15-401, C.R.S. (concerning municipal police powers); (ii) C.R.S. § 31-15-501 (concerning municipal power to regulate businesses); (iii) C.R.S. §§ 31-15-702(1)(a)(III) and (IV) (concerning municipal power to regulate use of sidewalks and streets).

Section 2. The Board of Trustees extends the moratorium imposed on April 12, 2016 on the acceptance of the applications for encroachment permits for the purposes of outdoor dining and retail operations on East Main Street to the extent the dining or retail operation would be located on public parking spaces. The moratorium period shall continue until April 12, 2017.

ADOPTED this 10th day of August, 2016.

Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Town of Buena Vista
Post Office Box 2002
Buena Vista, Colorado 81211
Phone: (719) 395-8643
Fax: (719) 395-8644

BOARD OF TRUSTEES STAFF REPORT

DATE: August 3, 2016
TO: Mayor and Board of Trustees
FROM: Mark N. Doering, Principal Planner
AGENDA ITEM: A resolution of the Board of Trustees of the Town of Buena Vista, Colorado appointing an alternate member of the Planning & Zoning Commission.

Requests:

Staff is requesting the Board to approve a resolution appointing Lynn Schultz-Writsel as an alternate member of the Planning and Zoning Commission with a term expiring on December 31, 2018.

Overview:

The Planning and Zoning Commission is made up five regular members and two alternate members, appointed by the Board of Trustees. Alternate members have the right to attend all meetings of the Planning and Zoning Commission and to participate in the discussion concerning all matters coming before the Commission. However, no alternate member shall be entitled to vote on any matter coming before the Commission unless a regular member of the Planning and Zoning Commission is absent or is otherwise unable to vote on such matter.

Analysis:

Appointing Lynn Schultz-Writsel as an alternate member will allow the Planning and Zoning Commission to have five regular members and two alternate members.

Policy Alignment:

Administrative Policy

BOT Action:

Staff recommends approval of the resolution appointing Lynn Schultz-Writsel as an alternate member of the Planning and Zoning Commission for term through December 31, 2018.

Attachments: Draft Resolution
Application Materials

TOWN OF BUENA VISTA, COLORADO

**RESOLUTION NO.'97 -
(Series of 2016)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPOINTING LYNN SCHULTZ-WRITSEL AS 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 has left a vacancy on the Board; and

WHEREAS, Lynn Schultz-Writsel desires to be appointed as an Alternate Member of the Planning & Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has made recommendation to appoint Lynn Schultz-Writsel as an Alternate Member of the Commission to fill the vacancy until December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO that Lynn Schultz-Writsel is hereby appointed as an Alternate Member of the Planning and Zoning Commission, and shall hold such appointment until December 31, 2018, in accordance with the ordinances of the Town of Buena Vista.

RESOLVED, APPROVED, AND ADOPTED this ___ day of _____, 2016.

TOWN OF BUENA VISTA

BY: _____
Joel, Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Application for Appointment to a Town Advisory Board Position

submit to: Town Hall
Attn: Town Clerk
210 East Main Street
P.O. Box 2002
Buena Vista, CO 81211
bvclerk@buenavistaco.gov

Date of Application: June 20, 2016
Name: Lynn Schultz-Writsel
Street Address: 1107 River Park Rd. Buena Vista 81211
Mailing Address: P.O. Box 760 Buena Vista 81211
Telephone # (home) _____ (cell) 571-228-8309
Email: lwritsel@hotmail.com
Applying for appointment to: Planning & Zoning (Alternate)
Local resident since: August 1, 2015

Background and relevant experience:

Served on the Johns Hopkins University planning and LEED building committees as a dean's appointee - 2004-2014

Why I am interested in a volunteer appointment to this Advisory Board:

Estes Banks has encouraged me to apply and I am eager to serve my new community as it grows and prospers.

Other Information:

See attached

Please feel free to include a cover letter or attach extra sheets if necessary.

Thank you for your interest in applying for this position. The respective Advisory Board will review your application and make a recommendation regarding appointment to the Board of Trustees.

LYNN SCHULTZ-WRITSEL

My Background

I have recently returned—as a semi-retiree—to the area where I spent my childhood summers. Each May during the 1950s and early 1960s, my family relocated from Pueblo to what was then the Crystal Lake Ranger Station, six miles south of Leadville. As the supervisor of the San Isabel National Forest, my father found the station to be a more convenient location from which to work from May to September. We frequently accompanied him when he came to the Buena Vista U.S. Forest Service Guard Station (the vacant building next to Simple that was recently sold by the U.S. government) and also shopped, attended church and went to the movies here and in Leadville and Salida.

Although following those years, my family moved to the East Coast where I attended school and spent the majority of my career, we continued to return to Colorado for vacations and family visits, with much time spent in the Arkansas Valley. Today I have family located in Fort Collins, Centennial and Silt.

Professionally, I have spent nearly five decades working in the field of marketing and communications, with the last 30 years at the vice president, director, or executive director level. The majority of those positions were in higher education and medical professional associations. I continue to serve as a consultant to schools at the Johns Hopkins and George Washington universities.



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

DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Should the Board of Trustees approve adoption of Resolution #76 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING GENE MCMANAMAY A REGULAR VOTING MEMBER OF THE TOWN OF BUENA VISTA ECONOMIC VITALITY ADVISORY BOARD."?

Request

A request is being made for the trustees to consider appointing Gene McManamay as a regular member of the Economic Vitality Advisory Board.

Overview

Gene currently serves as an alternate on the Economic Vitality Advisory Board. Gerrit McGowen recently resigned leaving a vacancy. The members of the board are requesting to move Gene into the position. Staff will advertise for additional advisory board members as alternates.

BOT Action

Motion to **Approve** or **Deny** adoption of Resolution #76 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING GENE MCMANAMAY A REGULAR VOTING MEMBER OF THE TOWN OF BUENA VISTA ECONOMIC VITALITY ADVISORY BOARD."?

TOWN OF BUENA VISTA, COLORADO

RESOLUTION NO. 76

(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPOINTING GENE MCMANAMAY AN A REGULAR VOTING MEMBER OF THE ECONOMIC VITALITY ADVISORY BOARD.

WHEREAS, Sec. 2-302 of the Municipal Code authorizes and directs the Board of Trustees to appoint Economic Vitality Advisory Board members by a majority vote of all members of the Board; and

WHEREAS, a recent resignation from the Economic Vitality Board left a regular member vacancy on the Board; and

WHEREAS, the Economic Vitality Advisory Board has made recommendation to appoint alternate member Gene McManamay to a regular voting position on the Economic Vitality Advisory Board to fill the vacancy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO that Gene McManamay is hereby appointed as a Regular Voting Member of the Economic Vitality Advisory Board, and shall hold such appointment until December 31, 2018, in accordance with the ordinances of the Town of Buena Vista.

RESOLVED, APPROVED, AND ADOPTED this 10th day of August, 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: August 4, 2016
TO: Mayor and Board of Trustees
FROM: Mark Doering, Principal Planner, Planning Department
AGENDA ITEM: 2016 Amended Fee Schedule

Request:

Staff is requesting approval of amendment to the 2016 fee schedule to include application fees and renewal fees for outdoor patios located within the Town rights-of-way.

Overview:

Staff is proposing to include fees for the initial application and for annual renewal of any outdoor patios located within the Town's rights-of-way. This will establish fees for renewal of the existing outdoor patio in front of the Lariat, and will establish fees for any new applications once the existing moratorium is no longer in effect.

Analysis:

The application fee as proposed by staff is for \$200.00 per year and the annual renewal of those patios is proposed at \$3.00/square foot of patio space. Those fees are similar to other communities' fees for outdoor patios within their rights-of-way.

Policy Alignment:

Administration policy

BOT Action:

Staff recommends approval of the amended 2016 fee schedule.

Attachment:

2016 Amended Fee Schedule
Draft 2016 Fee Resolution

TOWN OF BUENA VISTA, COLORADO

RESOLUTION NO. 99
(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE TOWN OF BUENA VISTA FEE SCHEDULE.

WHEREAS, the Town of Buena Vista is authorized to establish and amend fees charged by the Town for various services provided; and

WHEREAS, the Town staff has reviewed current services and fees and made its recommendation to the Board of Trustees; and

WHEREAS, the Board of Trustees at their regular meeting on August 10, 2016, reviewed the recommended fee schedule as prepared by staff.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, that Town fees as outlined on attached Exhibit "A" are hereby adopted, shall become effective August 11, 2016, and shall replace all previous resolutions establishing Town fees:

RESOLVED, APPROVED, and ADOPTED this ____ day of _____, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Mayor, Joel Benson

ATTEST:

Janell Sciacca, Town Clerk

Town Fees are separated into the following major categories

Airport Fees	Page #	Exhibit A
Administrative/ Event Fees	1-2	
Business / Fire Fees	2-3	
Planning Fees	3	
Public Work Fees	3-4	
Water System Fees	4	
	4-5	

2016

AIRPORT FEES				
Landing Fee: (based on Aircraft weight)				
	Under 12,500 pounds		No landing fee per FAA rules	
	12,500 to 16,500 pounds		\$20.00	
	Over 16,500 to 30,000 pounds		\$30.00	
	Over 30,000 to 50,000 pounds		\$40.00	
	Over 50,000 to 100,000 pounds		\$75.00	
	Over 100,000 pounds		not available	
Tie down Fees: (based on wing span)				
	40' or less	Daily	Weekly	Monthly
	Over 40'	\$5.00	\$25.00	\$75.00
		\$10.00	\$50.00	\$150.00
Jet Pad parking fees: (based on Aircraft weight)				
	Up to 16,500 pounds	Daily		
	Over 16,500 to 30,000 pounds	\$30.00		
	Over 30,000 to 50,000 pounds	\$45.00		
	Over 50,000 to 100,000 pounds	\$50.00		
	Over 100,000 pounds	\$75.00		
		Negotiated		
Courtesy Car: for up to 2 hours local use				
		No Charge, up to 10 miles. Over 2 hours \$25.00 per hour		
		plus \$.75 per mile over 10 miles		
Shuttle Service: through advanced arrangements with Chaffee Shuttle at 719-395-6231				
Vehicle Parking Permit: (Cars, Trucks, Vans Only)				
	Short-term parking - overnight	Overnight	Weekly	Monthly
	Long-term parking for 6 months (aircraft owners only)	\$5.00	\$15.00	\$45.00
	Long-term parking for more than 6 months (aircraft owners only)			\$180.00 for six months
	(Long-term parking requires keys to be left with Airport Manager)			\$240.00 per year
Towing Fee: (based on Aircraft weight)				
	Under 12,500 pounds	\$10.00		
	12,500 to 16,500 pounds	\$20.00		
	Over 16,500 to 30,000 pounds	\$30.00		
	Over 30,000 to 50,000 pounds	\$40.00		
	Over 50,000 to 80,000 pounds	\$50.00		
	Over 80,000 pounds not available			
Ground Power Unit:				
	Jump Start - under 15,000 piston Jet & Turbo Prop		\$30.00	
	Larger jets and Power Air conditioning		\$75.00 / hour	
Resale items: (includes fuel, additives (at market prices), concession, and other supplies)				
	Price based on cost plus a mark-up			
Conference Room Rental:				
	Up to four hours between 8 am and 5 pm	Deposit	Rental Rate	
	Up to 8 hours between 8 am and 4 pm	\$100.00	\$65.00	
	Cost after 5 pm	\$100.00	\$110.00	
	Breakout rooms	\$100.00	\$85.00 per hour 1 hour minimum	
	Small 1st floor conference room up to 4 hours between 8-5		Negotiated	
	Small 1st floor conference room up to 9 hours between 8-5		\$15.00 for 4 hours	
			\$30.00 for 4 hours	
After hours staff services:			\$85.00 per hour 1 hour minimum	
Ground Lease rate for new ground leases:				
	Personal/Commercial Use		\$.25 per square foot per year	
	Existing lease rate as indexed		\$.25 per square foot per year	
Faxes:	Receive		\$1.00 per page	
	Send		\$1.00 per page	
Copies:	letter		\$0.25 per page	
	legal		\$0.35 per page	
Security card replacement fee			\$25.00	
Hangar rates - Short Term				
	Hangar - Single		\$55.00 per night	
	Hangar - Twin		\$80.00 per night	

2016			
Hangar - Turbo Prop (King Air/PC-12)			\$170.00 per night
Hangar - Small jet (12,500 - 20,000 lbs.)			\$250.00 per night
Hangar - Medium jet (20,001 -40,000 lbs.)			\$300.00 per night
Hangar - Large jet (Above 40,001 lbs. or greater)			\$500.00 per night
Helicopter			Negotiated
Hangar rates - Short Term			
Single			\$450.00 per month
Twin			\$600.00 per month
Turbo Prop (King Air/PC-12)			\$1,500.00 per month
Small jet (12,500 - 20,000 lbs.)			\$2,000.00 per month
Medium jet (20,001 -40,000 lbs.)			\$2,500.00 per month
Large jet (Above 40,001 lbs. or greater)			\$3,500.00 per month
ADMINISTRATIVE/ EVENT FEES			
Farm Animals license (per property)			
		Deposit	Fee
Fowl or rabbit (per fowl or rabbit)			\$5 per animal w/ annual max of \$30
Horse/cow, Sheep, llama, or other large animal over 25 lbs.			\$25 per animal w/ annual max of \$100
Burial Permit			\$20.00
Burial Transfer Fee			\$20.00
Cemetery Disinterment Fee			\$20.00
Cemetery Lot - purchase interment agreement			\$250 - Town Resident
			\$500.00 - Non-resident
- maintenance fee (one time)			\$50.00
Community Center Rental			
		Deposit	Use Fee
Aspen Room: without kitchen			
Up to 2 hours usage		\$100.00	\$18.00
2 to 4 hours usage		\$100.00	\$28.00
Full day usage: Over 4 hrs. usage		\$100.00	\$42.00
Kitchen use - up to 2 hours		\$100.00	\$42.00
Kitchen use - 2 to 4 hours		\$100.00	\$62.00
Kitchen use - over 4 hours		\$100.00	\$87.00
Pinon Room:			
Up to 2 hours usage		\$100.00	\$42.00
2 to 4 hours usage		\$100.00	\$77.00
Full day usage: Over 4 hrs. usage		\$100.00	\$112.00
Partition of Pinon Room:			
Up to 2 hours usage		\$100.00	\$32.00
2 to 4 hours usage		\$100.00	\$52.00
Full day usage: Over 4 hrs. usage		\$100.00	\$77.00
Document requests			
Record research request			\$25.00 per hour 1 hour minimum
Copy fee/page: (color twice the stated Black & white rate)			
8½ X 11 - B&W			\$0.25
8½ X 14 - B&W			\$0.50
11 X 17 inches - B&W			\$1.00
24 x 36 inches - B & W			\$5.00
24 x 36 inches - Color			\$15.00
Reproduction fee (BVTV) - video			\$25.00
Reproduction fee (BVTV) - audio			\$15.00
Scanning a document in Tabloid			11x17 up to 24x36 = \$2.00 per page
Excess Noise Per Event			
			\$100.00
Faxes:			
Receive			\$1.00 per page
Send			\$1.00 per page
Insufficient Check			\$25.00
Municipal Code (contents and tabs only)			
			\$45.00
(Annual supplemental codes available at the current rate)			
Disc Copy			\$15.00

2016

Notary fee:			\$2.00 per certification
Fingerprint Card Background Processing Fee			\$10.00 plus CBI Fee
Park/recreation area use permit			See Separate Schedule
Police Fees:			
Portable Breath Tests			\$10.00
VIN Inspections			\$10.00
Records Copies			\$2.00/page
Records Search			\$25.00/hr. (1 hr. min)
BUSINESS FEES			Fee
Business Licenses			
Annual Business License Fee (\$10 late fee after January 31)			\$20.00
Special Event Business License			\$12.00 per vendor in event
Water and Electricity Fee			\$5.00
Peddler/Solicitor/Transient Merchant			
Five day consecutive			\$15.00
Annual			\$20.00
Fire: False Alarm Fee (per calendar year)			
1st False Alarm			Free
2nd False Alarm			\$100.00
3rd False Alarm			\$300.00
4th False Alarm			\$500.00
Max Fee Per False Alarm			\$1,000.00
Horse Drawn Carriage Permit			\$25.00
Launch permit for commercial operators (annual fee)			\$250.00
Liquor License fee:			See state fee schedule
Entertainment District - Promotional Association			
Initial Application fee			\$500.00
Annual Recertification fee			\$250.00
Common Consumption Area Attachment fee			\$100.00
Massage Parlor (per Massage Parlor Code)			
License application			\$25.00
New License			\$350.00
License Renewal			\$150.00
Medical Marijuana Centers			
New application fee			\$500.00
Renewal application fee			\$100.00
Change of location or ownership application			\$500.00
Criminal Background check			\$50.00 / person
- Criminal background check fee only applies if backgrounds are needed in a given year.			
Planning Fees			
LAND USE APPLICATIONS		FEES	
After the Fact Application			Double the cost of the application fee
Annexation			\$500.00* + re-zoning fee
Appeal			\$200.00
Building Permit			
Residential Building Permit (Single Family of Duplex)			20% of county fee minimum of \$50.00
Commercial or Multi-Family Building Permit Without Prior Site Plan			20% of county fee minimum of \$100.00
Commercial or Multi-Family Building Permit With Prior Site Plan			10% of county fee minimum of \$100.00
Commercial or Multi-Family Site Plan Review			\$250.00
CO Re-inspection Fee			\$ 50 (after second inspection)
Rezoning			\$500.00
Special Use Permit			\$200.00
Variance			\$300.00
SUBDIVISION APPLICATIONS		FEE	DEPOSIT
Condominium Plat		\$300.00	N/A
Correction Plat (y)		\$100.00	N/A
Duplex Conversion		\$300.00	N/A
Lot Line Elimination		\$300.00	N/A
Lot Line Adjustment		\$300.00	N/A
Minor Subdivision (x)		\$300.00	\$500.00
Intermediate Subdivision (x)			
4 Lots or Less		\$500.00* + \$50.00 per lot	\$500.00
5-10 Lots		\$500.00* + \$50.00 per lot	\$750.00
10 or More Lots		\$500.00* + \$50.00 per lot	\$2,000.00
Major subdivision (x)			
Sketch plan		\$500.00*	\$2,000
Preliminary Plan		\$500.00*	\$2,000

2016

Final Plat	\$500.00*	\$2,000
Plat Vacation (excludes town-initiated application) (x)	\$250.00	\$150.00
Subdivision / PUD amendment (x)		
Less than four (4) lots	\$250.00 *	\$100.00
Four (4) lots or more	\$250.00 plus \$50.00 per lot *	
Waiver application	\$300.00 *	
Vacation of Easement	\$250.00	N/A
Vacation of Right of Way	\$2,000.00	N/A
FEES IN LIEU OF DEDICATION	FEES	
School Impact Fee	\$354.00 Fee Per Dwelling Unit	
Park fees in lieu of dedication		
Trails	Assessed Value per Sq. Ft.	
Unimproved Open Space	Assessed Value per Sq. Ft.	
Improved Open Space	Assessed Value per Sq. Ft. by Licensed Appraiser	
OTHER APPLICATIONS	FEES	
Appeals to Board of Adjustment	\$150	
Appeals (Building) to County Board of Review	\$150	
Address Change Fee	\$50.00	
Demolition (Scrape Offs, Dumpster Use, Roofing)	\$25.00	
Encroachment License		
Application - Outdoor Patio (1st time)	\$ 0.00	
Application - Outdoor Patio annual renewal	\$3.00/ square foot of patio space	
Application for Permanent Structure	\$150.00	
Application for Projecting Sign	\$50.00	
Application for Temporary Encroachment Signs	\$25.00	
Fence Permit if under 6'	\$20.00	
Planning Review/Research Hourly Rate	\$35.00 per Hour	
Shed Permit (Residential less than 200 sq. ft., or Commercial less	\$20.00	
Sign (Price Per Permit)		
Permanent sign at business	\$60.00	
Comprehensive Sign Plan	\$100 + \$20.00 per sign	
Special Review Sign Permit	\$100.00	
Temporary Sign	\$20.00	
Town Recording Fee	\$25.00	
Vendor Cart / Temp Use		
Up to 7 consecutive days	\$25.00	
Up to 30 consecutive Days	\$50.00	
3 Months (Consecutive Days)	\$100.00	
Seasonal (Up to 6 months)	\$150.00	
Vesting	\$200.00	
Wireless Facility	\$1,000.00	
Zoning Verification Letter	\$50.00	
Public Works Fees	Deposit	Fee
Access/Driveway Permit		\$30.00
Engineering Review Hourly Rate:		\$125.00 / hour
Street closure permit		\$50.00
Surcharge for Highway 24 closure		\$75.00
Crowd Control Fencing		\$25.00 / day
Special Events Only		
Traffic Control Barricades		\$15.00 / day
Special Events Only		
Street cut/excavation permit		\$30 application fee + cost based on disturbed area and surface type
Cash-in-lieu Fee for Curb, Gutter		\$40.00 per linear foot
Cash-in-lieu fee for sidewalk		\$30.00 per linear foot for five-foot wide
Street Tree Fee In Lieu		\$300.00 per tree
WATER SYSTEM FEES		Fee
Water Supply Protection District permit		
Base fee (plus actual costs)		\$150.00
Appeals		\$75.00

2016

Water System fees/Rates		Effective with the January, 2014 billing	
Base monthly service fee			
In-town rate		\$30.45 plus \$2.45/1,000 gallons (or portion thereof) in excess of 5,000 gallons	
Extraterritorial rate		1.5 x in-town rate \$45.68 plus \$3.68/1,000 gallons, or portion thereof, in excess of 5,000 gallons	
Ivy League (Golf Course)		1.6 x in-town rate \$48.72 plus \$3.92/1,000 gallons, or portion thereof in excess of 5,000 gallons	
Qualifying Seniors		\$22.84 plus \$1.84/1,000 gallons in excess of 5,000 gallons	
Construction Water		\$100/yr. plus \$4.12/1,000 gallons, or portion thereof, plus meter security deposit	
Construction Water Meter Deposit		\$1,200.00	
Water Shut-off Fee		\$20.00 per incident	
Water Fill Station Bulk Water		\$5.00/1,000 gallons or portion thereof	
System Improvement & Development Fee (SIDF)			
Primary Building	5/8" meter	\$4,000.00	
	3/4" meter	\$6,000.00	
	1" meter	\$10,200.00	
	1 1/2" meter	\$20,219.00	
	2" meter	\$32,459.00	
	3" meter	\$64,859.00	
	4" meter	\$121,558.00	
6" meter	\$253,315.00		
ADU		1/2 of primary building tap fee	
Fee Payment in lieu of water rights for extraterritorial service extensions and annexation			
	<u>Acre Ft/Yr. /unit</u>	<u>Cash in Lieu / unit</u>	
Single Family Unit	0.3	\$6,000.00	
Duplex or Attached	0.24	\$4,800.00	
Multi-Family	0.18	\$3,600.00	
Irrigation Water per 1000 SF irrigated area	0.06	\$1,200.00	
Commercial	Case by case calculation \$35,000.00 per acre foot		
*Cost Charged:			
1. Set Fee for Application processing			
2. If outside consultants (i.e. attorneys, engineers, surveyors, water consultant) are required to review circumstances and/or prepare review special circumstances and/or prepare agreements			
3. If due to resubmittals or complexity, in-house staff spends more than 5 hours reviewing the application			
(x) These fees may be charged or removed when the new UDC is approved.			
(y) This application does not currently exist but is anticipated in 2016 with the new UDC.			



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

DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Should the Board of Trustees approve adoption of Resolution #78 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO AMENDING THE EMPLOYEE HANDBOOK."?

Request

A request is being made for the trustees to consider making a minor amendment to the newly revised employee handbook.

Overview

The Board of Trustees recently adopted the revised employee handbook. Upon adoption, staff recognized an error. The board approved an 86 hour work week totaling 14 days or a two week period. The new language will reflect the following:

For non-exempt full-time certified police officers, any hours worked in excess of 80 hours for the two (2) week period that runs from midnight Sunday to 11:59 p.m. Saturday, 14 days later per the work period schedule are overtime hours to be paid at one-and-a-half (1.5) times the normal hourly pay rate for the employee. Hours count as "worked" for time spent performing Town business including training activities, but exclude paid leave time including holidays and sick days. Police officers may also be entitled to compensatory time at the rate of 1.5 times the regular hourly rate in lieu of overtime pay as provided for in this Section.

This change will accurately reflect the current schedule for non-exempt full-time certified police officers.

BOT Action

Motion to **Approve** or **Deny** adoption of Resolution #78 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO AMENDING THE EMPLOYEE HANDBOOK."?

TOWN OF BUENA VISTA

**RESOLUTION NO. 78
SERIES 2016**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA,
COLORADO AMENDING THE EMPLOYEE HANDBOOK.**

WHEREAS, on June 28, 2016, the Board of Trustees adopted the Town of Buena Vista Employee Handbook (“Employee Handbook”) by Resolution No. 64, Series 2016;

WHEREAS, prior to the adoption of the Employee Handbook in by Resolution No. 64, non-exempt full-time Police Department employees were eligible for overtime compensation after working 80 hours during 14 day work period;

WHEREAS, the Employee Handbook currently sets the eligibility threshold for overtime compensation for non-exempt full time Police Department employees at 86 hours per 14 day work period; and

WHEREAS, the Town desires to amend the Employee Handbook by revising the eligibility threshold for overtime compensation for non-exempt full-time Police Department employees back to 80 hours per 14 day work period.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, AS FOLLOWS:

Section 1. Section D(3)(d) of the Employee Handbook shall be amended to read as follows:

For non-exempt full-time certified police officers, any hours worked in excess of 80 hours for the two (2) week period that runs from midnight Sunday to 11:59 p.m. Saturday, 14 days later per the work period schedule are overtime hours to be paid at one-and-a-half (1.5) times the normal hourly pay rate for the employee. Hours count as “worked” for time spent performing Town business including training activities, but exclude paid leave time including holidays and sick days. Police officers may also be entitled to compensatory time at the rate of 1.5 times the regular hourly rate in lieu of overtime pay as provided for in this Section.

ADOPTED this 10th day of August, 2016.

Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



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 of 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. Rec Board role with private businesses, etc
- b. Community Support Criteria

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
- Sponsorships/advertising levels for support of town activities



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

DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Policy Discussion - Budgeting and Infrastructure Item Review

Overview

We have taken a few steps to address the housing issue in Buena Vista. We established code language that allows for recapture agreements. We are nearly completed with the updated code that should provide greater flexibility and ease with the development process, hoping to spur additional building. We have also signed the MOU with the School District and engaged in the land swap in hopes of opening up the baseball field to an affordable housing project. Lastly, we have established an infrastructure investment fund from which the board can incentivize private development within town by helping to fund water lines, roads, or other infrastructure and encourage housing development.

As far as a quick analysis goes, no recapture agreements have been utilized to date. The policies expressed by the new code changes can be analyzed for efficacy once the code is implemented. We are waiting to hear back from CHFA on project funding on the baseball parcel. The last component has received two requests for funds (Beldan water line and Piñon water line). The Beldan water line has encouraged additional building beyond the original intention. Funds have been allocated for Piñon for 2016 according to criteria that the trustees approved. All in all, some measures have been taken and we are waiting to see how things worked.

At this point, our only potential measurable item is the infrastructure investment to incentivize private development. The Beldan provided more housing stock than anticipated. The Piñon process was met with some consternation because of the nebulous ownership of the 'development' (wherein there are actually many lot owners), and because of some awkward communication issues.

There is a re-presentation of the Pinon request scheduled for August 24. There are people who believe that town has a duty to install roads and waterlines where roads are platted. There are people who believe that taxpayer money should pay for other things and that developers should 'pay its own way'. There are people who believe that a housing crisis is a variable that demands that town install infrastructure. There are people who believe that the free market should play the key role in addressing any housing crisis. There are people who believe that mechanisms such as the recapture agreement option should be utilized first and foremost.

In light of these points above, we have some commentary on road needs, waterline needs, and other expenditures that town will be asked to fund over the next few years.

Trustees - Please read through all of this information and keep it in mind as budget season approaches and as requests are made for funding.

Paving Projects

Resurfacing existing roads, by quadrant: \$80,000 per quadrant minimum (\$240,000)

CR 317, town component: \$35,000 in budget

Roads that we could help pave, but depends on trustee desire and priorities, and money:

- Pinon Street
- Williams Street
- Carbonate Street
- Crossman Addition
- Sunset IV

Waterline Projects

Replace aging lines, \$100,000 per year, ad infinitum

Rodeo Road loop/waterline upsizing

Roads that we could help pave, but depends on trustee desire and priorities, and money:

- Pinon Street, \$30,000 set aside for 2016. \$100,000 if town put it all in
- Habitat for Humanity waterline
- Waterline serving 'baseball field' lot
- Solar Village

Unfunded Capital Improvement Fund/ General Fund requests, nearing \$705,000

- Town Code Recodification
- Surveying Town Property
- Fire Station - Heating Unit
- Fire Station - Backup Generator
- Fire Prevention
- Laser Speed Guns
- Community Center Back Up Generator
- Softball Lights
- Main Street Beautification
- Community Center Roof Replacement
- Vehicle Replacement
- Skate Park Upgrades
- Cedar St. Tree Planting
- Peaks View Trail
- River Park Trail
- Trail Art Pedestals
- Main Street Archway
- Community Skating Rink
- Sound System in Grand Stands at Rodeo
- BVSD/TOBV Multi Use Baseball Field

Not included in the list above are the following projects that have to be phased:

- Wayfinding and gateways
- Sidewalks
- East/West main light replacements
- LED conversion
- Surveillance

- Fleet replacements
- Water distribution upgrades
- Software efficiencies
- Park and trail development
- Airport

Unfunded Water Fund requests, potentially up to \$20M

- Water rights
- Upper Zone Water Tank
- Water Treatment Plant
- Well #4

Analysis

Let us keep in mind the purpose of local government. Trustees and staff are responsible to use tax and rate payer funds to provide services for the health, safety, and welfare of the community, and to increase the quality of life for residents and visitors.

➤ **Planning & monitoring**

Local governments set the overall direction for their municipalities through long-term planning. Examples include council plans, financial plans, municipal strategic statements and other strategic plans. Setting the vision, and then ensuring that it is achieved, is one of the most important roles of local government.

➤ **Service delivery**

Local government is responsible for managing and delivering a range of quality services to their communities, such as public health, utilities, and recreational facilities, local road maintenance, and public libraries.

➤ **Lawmaking & enforcement**

Local governments legislate and make decisions in areas over which they have legislative authority. Local laws are not allowed to replicate or be inconsistent with state and federal laws or the operative planning scheme.

The laws made by local governments are called local laws and cover issues such as the activities permitted on public land, animal management, and use of infrastructure. Local governments are also responsible for enforcing local laws and other legislation over which they have authority.

➤ **Policy development**

The activities of local governments are guided by policies. Developing and implementing these policies are key functions.

➤ **Representation**

Councils often represent their local community on matters of concern to those constituents.

➤ **Advocacy**

Local governments have a role in advocating on behalf of their constituencies to state and federal levels of government, statutory authorities and other sectors.

BOT Action

Please review this information and keep these projects in mind when requests for funding occur by the community.

DR



Town of Buena Vista
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BOARD OF TRUSTEES STAFF REPORT

HEARING DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Scott Reynolds, Planner I
AGENDA ITEM: 650 South Gunnison Avenue Accessory Dwelling Unit Special Use Permit

REQUEST:

Erik Rasmussen is requesting approval for a Special Use Permit (SUP) to construct an accessory dwelling unit (ADU) on the property at 650 S. Gunnison Avenue.

OVERVIEW:

Erik Rasmussen has submitted an application for a Special Use Permit to allow an ADU in the General Density Old Town Airport Protection District Residential (R-2 OT, APD) zone district. The subject property is located at 650 S. Gunnison Avenue. If the SUP is approved, the property owner will be allowed to construct an ADU located on the property, as shown in the application materials.

ANALYSIS:

The application meets all of the criteria listed in Sections 16-61 and 16-257 of the Zoning Ordinance, with the conditions listed in the approval resolution before the Board.

POLICY ALIGNMENT:

1. Economic Vitality – The availability for long term housing will assist the business community by providing lodging options.
2. Infrastructure – The utilization of the infill lot will be able to provide additional users for the already existing infrastructure without causing unnecessary expansion.
3. Community – Additional housing options will allow more people to live and work in our community and help build the underdeveloped neighborhood of Block 4 Loans addition.
4. Environment – The additional dwelling unit will be constructed on an infill lot to preserve our surrounding land and reduces sprawl.
5. Water – The property will connect to the existing water main in Gunnison Avenue.

BOT ACTION:

Staff recommended approval of the SUP to the Planning and Zoning Commission. The Planning and Zoning Commission recommended approval of the SUP to the Board of Trustees by a vote of five to zero (5-0) at its July 20, 2016 meeting.

The Board of Trustees accepts the conclusions and recommendations as presented in the Planning and Zoning Commission Staff Report and **APPROVES WITH CONDITIONS** the Special Use Permit at 650 S. Gunnison Avenue to allow an accessory dwelling unit. The conditions of approval are:

1. A minimum of two (2) off-street parking spaces shall be required. One for the ADU and one for the primary house.
2. Any new exterior light fixtures on the property shall be down cast and fully shielded.
3. The ADU shall not be condominiumized and/or sold separate and apart from the primary building to which it is accessory.
4. An Avigation Easement shall be recorded at Chaffee County Clerk and Recorder's Office prior to the Certificate of Occupancy.

ATTACHMENTS:

Planning and Zoning Commission Staff Report
Board of Trustees Draft Resolution



PLANNING AND ZONING COMMISSION STAFF REPORT

REPORT DATE: July 15, 2016

HEARING DATE: July 20, 2016

ADDRESS: 650 South Gunnison (646 proposed ADU address if approved)

APPLICANT: Erik Rasmussen

REQUEST: The applicant is requesting a Special Use Permit to allow an accessory dwelling unit (ADU) in the General Density Residential Old Town Airport Protect District (R-2 OT, APD) zone district. An accessory dwelling unit is allowed with the approval of a Special Use Permit according to Town of Buena Vista Municipal Code section 16-147(1)/16-144(12) and 16-61, subject to the requirements of Section 16-257.

CITY STAFF: Scott Reynolds, Planner I

STAFF RECOMMENDATION:

That the Planning and Zoning Commission recommend that the Board of Trustees approve a Special Use Permit application to allow for one accessory dwelling unit on the property located at 650 South Gunnison Ave with the following conditions:

1. Any new exterior light fixtures on the property shall be down cast and fully shielded.
2. A minimum of two (2) off-street parking spaces shall be required. One for the ADU and one for the primary house.
3. The ADU shall not be condominiumized and/or sold separate and apart from the primary building to which it is accessory.
4. An Avigation Easement shall be recorded at Chaffee County Clerk and Recorder's Office prior to the Certificate of Occupancy.

ATTACHMENTS TO THE REPORT:

Attachment A – Vicinity Map
Attachment B – Zoning Map
Attachment C – Site Photos
Attachment D – Proposed Site Plan
Attachment E – Proposed ADU Floor Plan
Attachment F – Proposed ADU Elevations
Attachment G – Main House Elevations

I. SUMMARY OF REQUEST

Erik Rasmussen has submitted an application for review by the Town. It is seeking approval of a Special Use Permit (SUP) to allow an accessory dwelling unit (ADU) use in the General Density Old Town Airport Protection District Residential (R-2 OT, APD) zone district. The subject property is located at 650 S. Gunnison Ave. If the SUP is approved, the property owner will be allowed to construct an ADU located on the property, as shown in the application materials.

The proposed ADU is planned to be located behind the proposed primary house closest to the alley. (See attachment D) The primary house has been issued under a separate building permit. The applicant is seeking to use the rear access located off the alley for parking for both the primary house and for the ADU.

II. HISTORY AND BACKGROUND

The land is located within Loan's Addition Block 4 and was annexed and incorporated into the Town of Buena Vista limits in 1879.

At some point before 1958, South Gunnison Ave in front of Block 4 was semi-vacated. Staff was unable to find any official or unofficial documentation vacating the 1879 S. Gunnison Right-of-Way.

At some point most likely after the 1950's, a section of curb, gutter and sidewalk was added in front of Block 4 on South Gunnison Ave.

The Smith Property Plat in 1977 denotes 20 feet of the semi-vacated S. Gunnison Right-of-Way back to the Town.

Ordinance number five (5) of 2016 provided official clarification regarding the legal status of the S. Gunnison Right-of-Way in front of Block 4 of Loans Addition by officially vacating the land and giving it to the abutting property. This resulted in the creation of 185 foot lots compared to the standard 100 or 125 foot lots in the rest of Town.

In 2016 the First Baptist Church installed the alley behind Block 4 of Loans Additions to provide necessary access to the lots within Loan's Addition Block 4 being sold.

III. PROCESS – REQUIRED APPROVALS

The applicant submitted a SUP application as specified in Section 16-61 of the Town of Buena Vista Municipal Code. The SUP is then sent to the Planning and Zoning Commission for review and a recommendation to the Board of Trustees for a final decision on the application.

An SUP is required to be substantially acted upon within one (1) year from date of approval as illustrated by actual construction or other objectively measurable development activity, or such shorter time period as specified by the Board of Trustees, the permit shall expire and become void.

If the SUP request for the property is approved, the applicant will need to obtain a building permit with municipal code sign off to ensure that proposed improvements conform to the zoning requirements listed in Section 16-257. Commitments made in support of the SUP will be verified and documented on the plans at the time of Building Permit review. Both the Town of Buena Vista and Chaffee County Building Permit reviews and approvals are administrative

processes.

IV. ANALYSIS – ZONING AND LAND USE

	North	South	West	East
Adjacent Zoning Designation	General Residential Old Town, Airport Protect District (R-2 OT, APD)	General Residential Old Town, Airport Protect District (R-2 OT, APD)	General Residential Old Town, Airport Protect District (R-2 OT, APD)	Low Density Residential Airport Protect District (R-1 APD)
Adjacent Land Use	Vacant	Vacant	Vacant	Single Family House

See Attachment A - Aerial Map and Attachment B - Zoning Map.

R-2 OT Zone District Dimensional Standards

	Requirement:	Applicant has proposed:
Minimum Lot Width	25 feet	25 feet
Maximum Lot Width	100 feet	25 feet
Minimum Front Yard Setback	10 feet	16 feet
Maximum Front Yard Setback	20 feet	16 feet
Minimum Side Yard Setback	3 feet	3 feet
Minimum Rear Yard Setback	5 feet (16-245 h)	20 feet
Maximum Building Coverage	70% (3,150 square feet)	38% (1,698 square feet)
Maximum Building Height	35 feet	26 feet 3.25 inches
Minimum Landscape Area	25% (1,125 square feet) + 2 trees	31% (1,397 square feet) + 2 Trees

V. ANALYSIS – SPECIAL USE PERMIT CRITERIA

Section 16-61 of the Buena Vista Municipal Code provides specific review criteria for SUPs. Each review criteria is shown below in bold text and staff's analysis follows each criterion in standard text.

- 1. Ingress and egress to the property and proposed structures, with particular reference to automotive and pedestrian safety, convenience, traffic flow and control and access in case of fire or catastrophe.**

Applicant: Parking in rear from new alley. Front door on Gunnison.

Staff: The proposed ADU will have pedestrian access and an egress window in the bedroom on the South of the structure with access to the alley. The proposed front door provides indirect access to South Gunnison Street and the alley in Block 4 of Loan's Addition. Vehicular access is from the alley west of the property. See Attachments D, E and F.

- 2. The need and/or adequacy of off-street parking and loading areas and the economic, noise, glare or odor effects of the special use on adjoining properties and the neighborhood generally.**

Applicant: Off street parking in rear of lot accessible via new alley.

Staff: Municipal Code Section 16-232.d.3 off-street parking standards states:

*“Low-Density Residential (R-1), **General Density Residential (R-2)** and High-Density Residential (R-3). Off street parking requirements for these residential zone districts shall be one (1) space for homes of less than eight hundred fifty (850) square feet; **two (2) spaces for single-family homes**; four (4) spaces for duplex development (two [2] per unit); and one and one-half (1.5) spaces per unit for multi-family developments of three (3) or more units. **Access shall be from the alley if one is present.** Garage spaces and driveways count towards this requirement. **Parking for special uses in these zone districts shall be determined during the review process pursuant to Section 16-61 of this Chapter. Single-family and duplex homes in the Old-Town Overlay and properties that do not have alley access are exempt from this requirement.**”*

Within the R-2 Zone District for a single family house, the off-street parking requirement is two parking spaces; however there is an off-street parking exemption in the code for lots in the Old-Town Overlay. The regulation also states that parking for a SUP shall be determined during the review process as outlined in 16-61. The ADU standards listed under 16-257 require one off-street parking space per bedroom. Based off the highest required off street parking standards with the proposed structures, staff directed the applicant to provide three off-street parking spaces for the SUP review process as shown in Attachment D.

The Planning and Zoning Commission’s should make a recommendation of the appropriate minimum parking requirement in its review of the SUP to the Board of Trustee for their final decision. After reviewing the site layout and the availability of on-street parking, staff’s recommendation as outlined in condition number two below would be two (2) off-street parking spaces for the property to allow greater utilization of the land.

Any new lighting for the ADU will be required to install downcast lighting with full cutoff fixtures on the exterior of the structure to reduce glare on adjoining properties. See lighting comments under review criteria number six, below. Noise and odor effects will not be any different from any other single family home with construction meeting Chaffee County building code requirements.

3. Refuse and service areas.

Applicant: Trash pickup on Gunnison.

Staff: Refuse for the proposed ADU will be kept on the property in a similar fashion to the other properties in the area without creating a public nuisance.

4. Utilities, with reference to location, availability and compatibility.

Applicant: Copies of will serve letters attached. Utilities denoted in the site plan.

Staff: Atmos Energy, Sangre De Cristo Electric and the Buena Vista Sanitation District have provided written commitments for utility service for the proposed ADU. The Town of Buena Vista will allow water service from the existing home to the ADU with installation of a new line off the existing meter. All utilities will be required to meet each utility provider’s requirements at the time of installation. See review criteria number six of the ADU standards below for water requirements.

5. Screening and buffering, with reference to type, dimensions and character.

Applicant: N/A

Staff: The proposed ADU is also located behind the primary residential structure, helping to screen it from South Gunnison Ave.

6. Signs, if any, and proposed exterior lighting, with reference to glare, traffic safety and compatibility and harmony with properties in the neighborhood.

Applicant: Porch Light Gunnison side. No Signs proposed.

Staff: No signs are proposed. Residential lighting is proposed for the ADU. Both are compatible with the surrounding neighborhood. To align the community values of preserving the night sky, to prevent adverse impacts to neighbors and to align with the forthcoming Unified Development Code lighting standards, any exterior light fixtures shall be down cast and fully shielded.

7. Required yards and other open spaces.

Applicant: On site plan.

Staff: The property is meeting the minimum setback and the landscaping on the property exceeds the minimum 25 percent landscape area requirement of the R-1 zone district.

8. General compatibility with adjacent property and other property in the neighborhood.

Applicant: All residential.

Staff: The single-story ADU building is compatible with the height of the existing homes on the adjacent properties. The architecture of the existing building is compatible with the architecture of the existing single family home on the property and the adjoining residential properties. Abutting properties will be developing in the near future. See Attachments C, F and G.

VI. ANALYSIS – ACCESSORY DWELLING UNIT CRITERIA

Section 16-257 of the Buena Vista Municipal Code provides specific criteria for an ADU. Each review criteria is shown below in bold text and staff's analysis follows each criterion in standard text. Each criterion shall be verified at the time of Building Permit to ensure that the proposed construction complies with the Special Use Permit, if approved.

1. Accessory dwelling units are intended to provide increased affordable housing opportunities within the Town and to facilitate housing in close proximity to places of employment.

The proposed ADU is close to places of employment and provides infill housing in Town.

2. ADUs shall contain not more than eight hundred fifty (850) square feet and not less than four hundred (400) square feet. Only one (1) ADU shall be allowed per principal building.

The proposed ADU contains 560 square feet and will be the only ADU on the lot. See

Attachments D & E.

- 3. Each ADU shall contain a kitchen equipped, at a minimum, with an oven, a stove with two (2) burners, a sink and a refrigerator/freezer with a capacity not less than six (6) cubic feet.**

The applicant's submitted floor plan demonstrates each required element that is listed above. See Attachment E.

- 4. Each ADU shall contain a bathroom equipped with, at minimum, a sink, a toilet and a shower.**

The applicant's submitted floor plan demonstrates each required element that is listed above. See Attachment E.

- 5. No ADU shall contain more than two (2) bedrooms, and one (1) off-street parking space shall be provided for each bedroom in addition to the required parking space for the principal building/use.**

Please refer to Municipal Code review section 16-61 criteria 2 above for the off-street parking analysis.

- 6. All water service connections made to an ADU shall comply with the Town's water service connection requirements, and each ADU sharing and/or connected to the water service line/system serving a principal building shall be assessed a one-time water service expansion/ connection fee equal to one-quarter ($\frac{1}{4}$) of the connection fee that would be charged for a new water connection serving the principal building. All sanitary service connections serving an ADU shall comply with the requirements of the Buena Vista Sanitation District.**

The applicant's plans must be reviewed and approved by the Sanitation District and Water department prior to a building permit for the proposed ADU. See Sanitation comments under review comments below.

- 7. ADUs in a Light Industrial (I-1) zone district shall be limited to attached units and shall not be allowed to occupy the ground floor of the primary building. Attached ADUs in the General Business (B-1) and Highway Business (B-2) districts shall not be allowed to occupy the ground level street frontage within a principal building, while detached ADUs must be located in the rear half of the lot or parcel.**

Not applicable to this application. The application is in the General Density Residential Old Town and Airport Protection (R-2, OT APD) zone district.

- 8. Detached ADUs in a residential zone district must be located in the rear half of the residential lot or parcel unless the ADU is to be located within or above a garage.**

The proposed ADU is located in the rear half of the residential lot from S. Gunnison. See Attachment D.

- 9. An ADU may not be condominiumized and/or sold separate and apart from the primary building to which it is accessory.**

The applicant has been made aware of this requirement and it should be included with any approval resolution for the Board of Trustees.

10. The design, exterior treatments and color of an ADU shall be the same as, or compatible with, the design and exterior color and treatments of the primary building to which it is accessory.

The ADU as proposed is compatible with the primary residence in its scale, exterior color, and treatments. See Attachments F and G

VII. REVIEW COMMENTS

1. Sangre De Cristo Electric: Will serve letter provided and email stating “No Comment” – Steve Eggleston
2. Atmos: Will serve letter provided and email stating “Atmos Energy does not object to the re-zoning of 650 S Gunnison Ave, Buena Vista, CO, to allow for an ADU to be built on the lot. – Mark Cristelli
3. Buena Vista Fire: “No Comment” – Chief Villers
4. Chaffee County Fire Inspector: “No Comment” – Brian Welch
5. Sanitation District: “The Buena Vista Sanitation District is submitting the following comments for 650 S. Gunnison:
 - a. If the primary residence and the ADU are going to share a common sewer service line, then the owner will be required to sign a shared line agreement which stipulates that if the land which the primary residence and ADU sits is ever subdivided then the owner agrees to disconnect the ADU from the common line and construct a separate sewer service line and tap for the ADU. This agreement must be signed prior to any connections to the District's sewer main.
 - b. A plant investment fee (tap fee) for the primary residence and ADU must be paid to the District prior to connecting to the District's sewer main.
 - c. All sewer services lines must be constructed according to the Buena Vista Sanitation's rules and regulations.
 - d. The main sewer line that this property will connect to is a 15" clay line. The connection will need to be made by an experienced individual approved by the District and the tap must be made with a boring machine or another method approved by the Buena Vista Sanitation District.
 - e. Both the primary residence and the ADU will be required to have a backflow preventer on the line prior to the service line entering the homes.” – Patti A.
6. Agencies contacted but no comment received: Buena Vista Police Department, Chaffee County Fire Inspector, Charter, and Century Link.

VIII. CONCLUSION AND RECOMMENDATION

Based upon the information and materials provided by the applicant and in the staff report, staff supports the Special Use Permit request. Therefore, staff recommends that the Planning and Zoning Commission and Board of Trustees find that:

1. Erik Rasmussen is requesting approval of a Special Use Permit to allow for an accessory dwelling unit use on the property located at 650 S. Gunnison; and
2. Notice of the public hearing was posted as required by the Municipal Code; and
3. The requests were reviewed by the appropriate referral agencies; and
4. The applications are consistent with the applicable standards for Special Use Permits as set forth in Section 16-61 of the Buena Vista Municipal Code; and
5. The applications are consistent with the applicable dimensional and development standards for accessory dwelling units as set forth in Section 16-257 of the Buena Vista Municipal Code.

THEREFORE

The Planning and Zoning Commission accepts the conclusion and recommendation as presented in the staff report and recommends **APPROVAL WITH CONDITIONS** to the Board of Trustees for the Special Use Permit at 650 S. Gunnison to allow an accessory dwelling unit.

1. Any new exterior light fixtures on the property shall be down cast and fully shielded.
2. A minimum of two (2) off-street parking spaces shall be required. One for the ADU and one for the primary house.
3. The ADU shall not be condominiumized and/or sold separate and apart from the primary building to which it is accessory.
4. An Avigation Easement shall be recorded at Chaffee County Clerk and Recorder's Office prior to the Certificate of Occupancy.

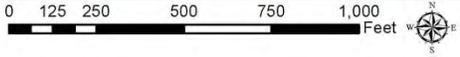
Cc: Erik Rasmussen, applicant

Attachment A – Vicinity Map

Vicinity Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

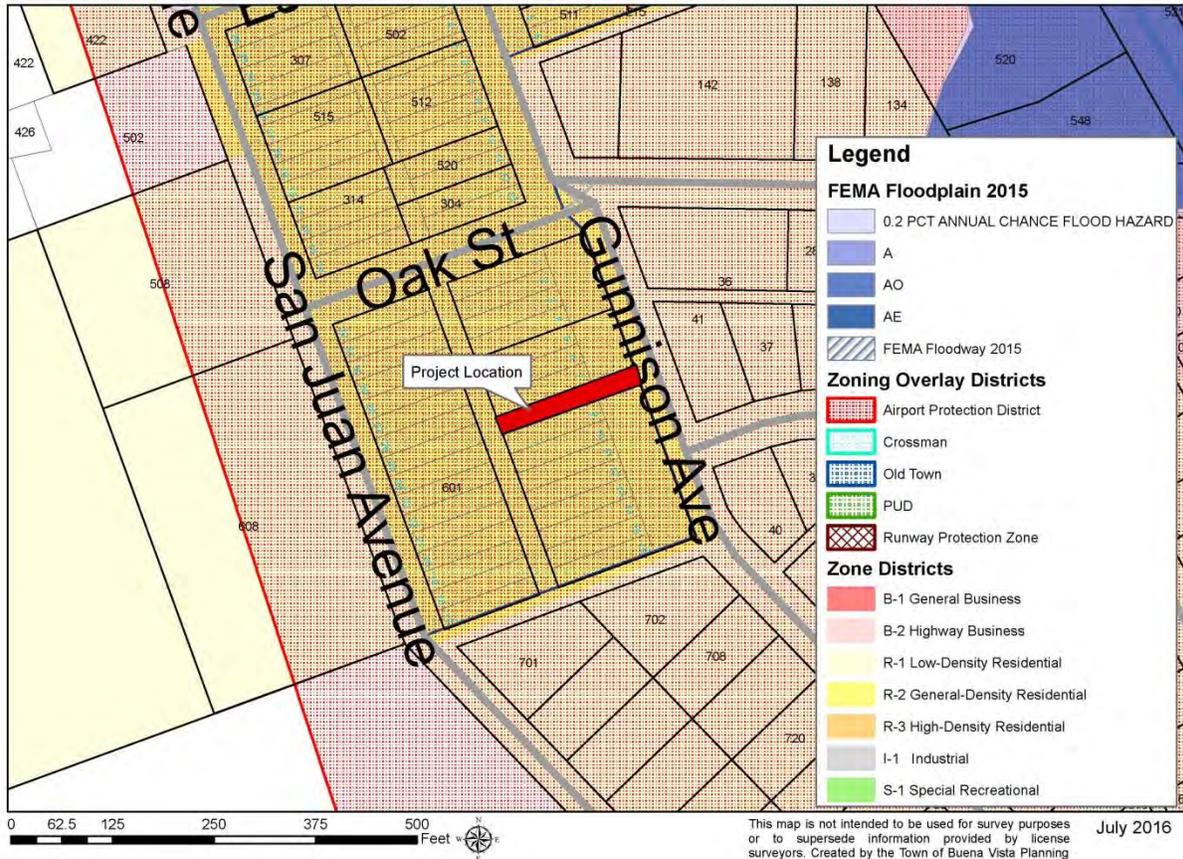


This map is not intended to be used for survey purposes or to supersede information provided by license surveyors. Created by the Town of Buena Vista Planning Department

July 2016

Attachment B – Zoning Map

Zoning & Flood Map



Attachment C – Site Photos

View from West Main Street

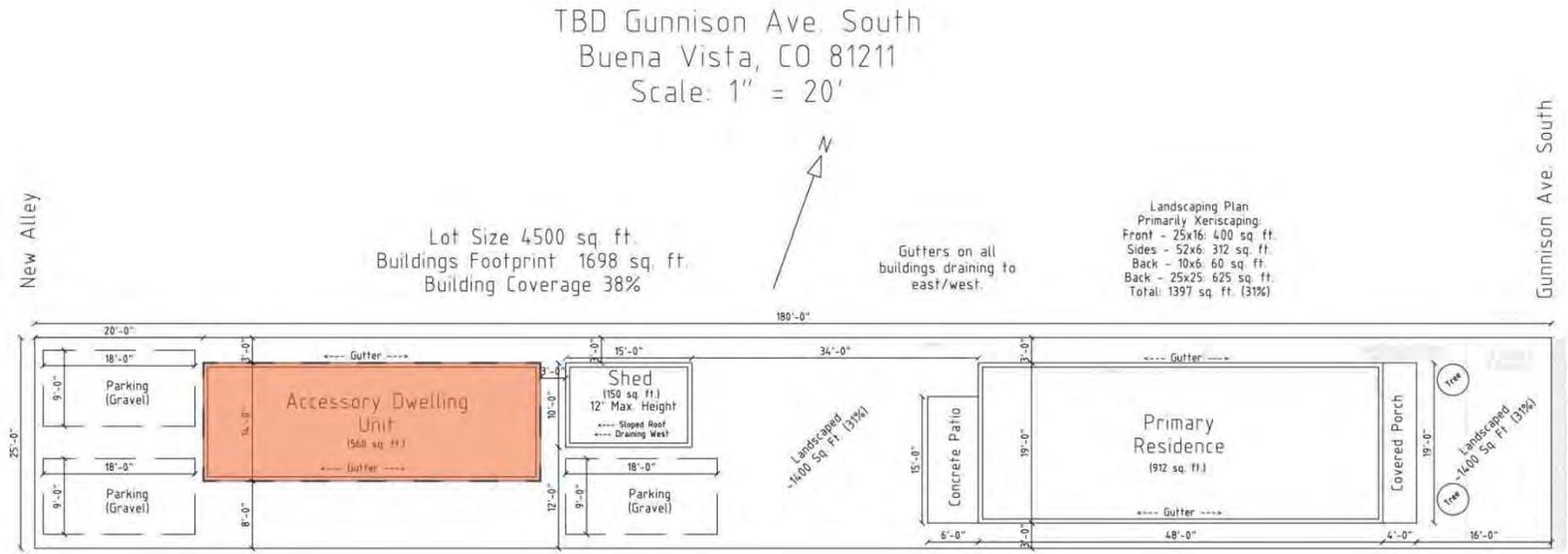


View from S. Gunnison

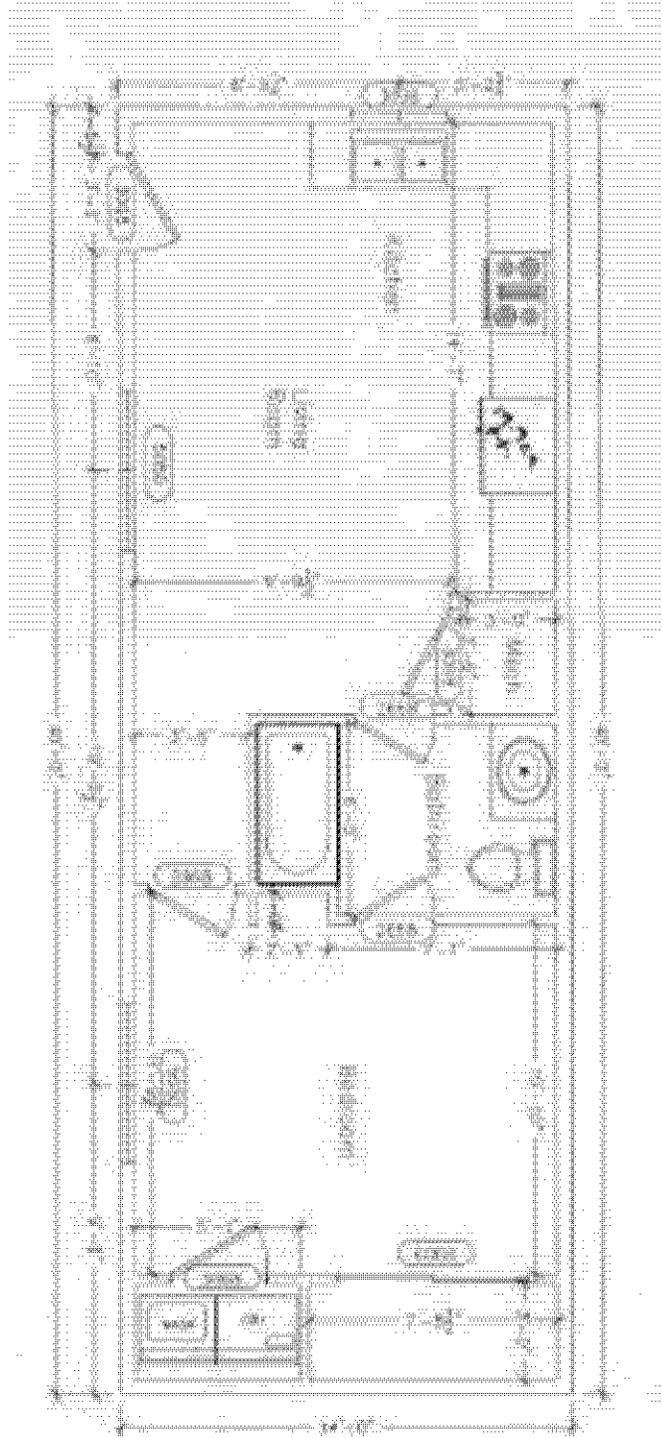


View from the alley

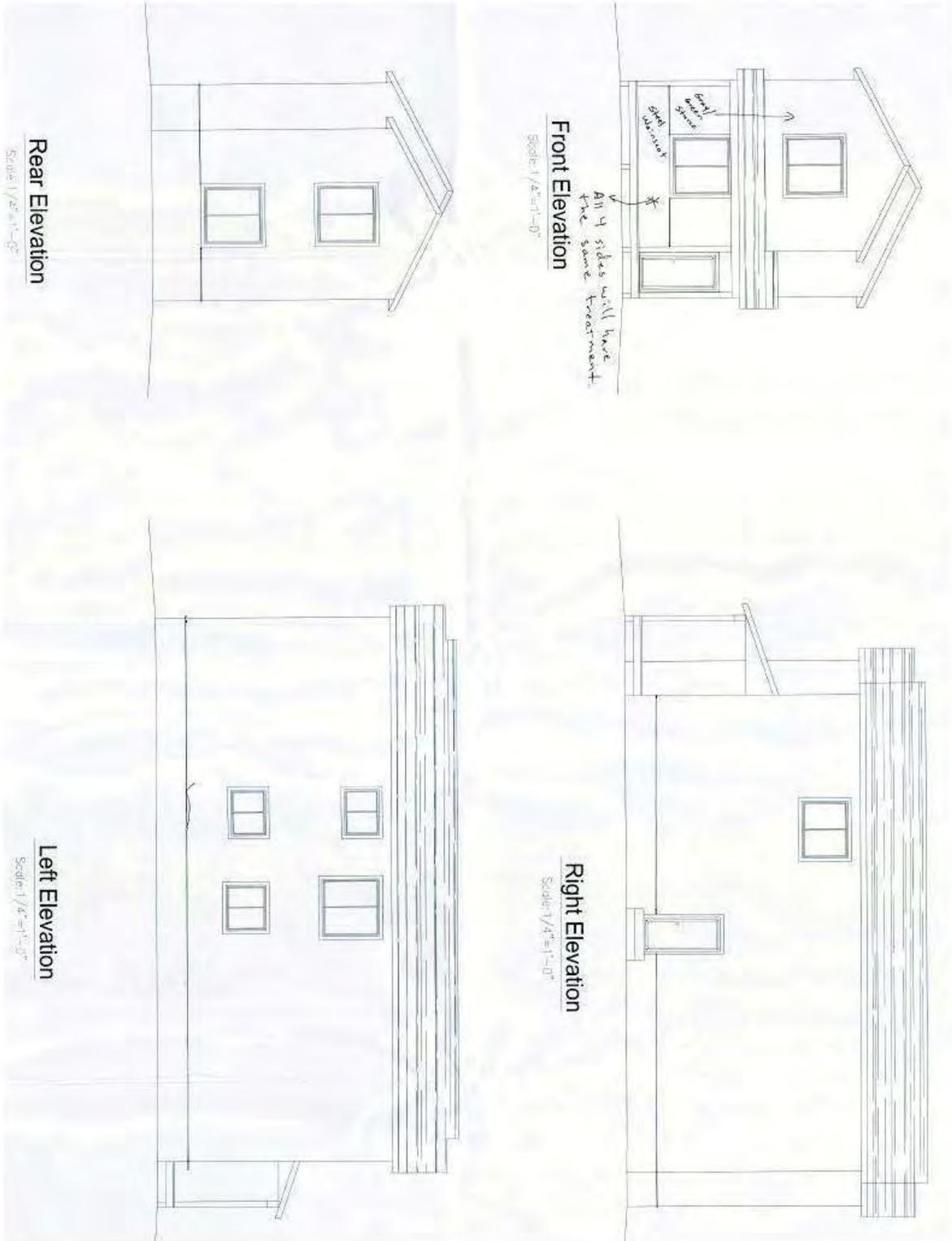
Attachment D – Proposed Site Plan



Attachment E – Proposed ADU Floor Plan



Attachment G – Proposed Elevations



TOWN OF BUENA VISTA

**RESOLUTION NO. 79
SERIES 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A SPECIAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT AT 650 S. GUNNISON AVE, BUENA VISTA, COLORADO.

WHEREAS, Erik and Lindsay Rasmussen (“Owners”) own property located at 650 S. Gunnison Avenue, Buena Vista, Colorado (“Property”);

WHEREAS, the Property is located in the R-2 General Residential District, Old Town and Airport Protection Overlay Districts;

WHEREAS, pursuant to Section 16-147(1) and 16-144(12) of the Buena Vista Municipal Code (the “Code”), accessory dwelling units require special use approval in the R-2 zone;

WHEREAS, the Owners filed an application for a Special Use Permit to construct a 560 one-bedroom accessory dwelling unit on the Property;

WHEREAS, on July 20, 2016, the Planning and Zoning Commission recommended conditional approval of the accessory dwelling unit (“ADU”);

WHEREAS, notice of the public hearing before the Board of Trustees was properly posted, mailed and published pursuant to Section 16-61 of the Code;

WHEREAS, the Board of Trustees opened the public hearing on August 10, 2016, and took public comment; and

WHEREAS, after reviewing all material provided to it and hearing staff and public comment, the Board of Trustees desires to 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, testimony heard, and the criteria for approval of a Special Use Permit as set forth in Section 16-61 of the Code and accessory dwelling units in Section 16-257 of the Code, finds that:

1. There is appropriate ingress and egress to the proposed ADU. There is pedestrian access from the alley on the south side of the structure and indirect access through the proposed front door adjacent to Gunnison Avenue. In addition, an egress window on the south side of the structure provides access to the alley. Vehicular access is from the alley west of the Property.

2. Off-street parking will be adequate if the condition stated below is satisfied.

3. Refuse for the proposed ADU shall be kept on the Property in a similar fashion to the other properties in the area and shall not create a public nuisance.

4. Atmos Energy, Sangre De Cristo Electric and Buena Vista Sanitation District have provided written commitments for service. The Town will allow for water service from the existing structure with the installation of a new water line off the current meter.

5. The proposed ADU is located behind the primary structure and therefore, it satisfactorily screened.

6. No signs are proposed for the ADU. The proposed residential lighting is compatible with the surrounding neighborhood.

7. The proposed ADU meets all applicable setbacks and landscaping requirements.

8. The proposed ADU is compatible with the height of the existing structures on adjacent properties, including scale, exterior color and treatments.

9. The ADU is close to places of employment and provides infill housing in the Town.

10. The ADU is less than the maximum square footage for ADUs and contains a kitchen, with an oven, stove, a sink and a refrigerator/freezer.

11. The ADU contains the required bathroom equipped with a sink, toilet and a shower.

12. The Owners shall comply with the conditions of the Buena Vista Sanitation District's requirement for connect of the ADU to the sanitary sewer.

Section 2. The Board of Trustees hereby approves the Special Use Permit, subject to the following conditions:

1. A minimum of two (2) off-street parking spaces shall be required. One for the ADU and one for the primary house.

2. Any new exterior light fixtures on the property shall be down cast and fully shielded.

3. The ADU shall not be condominiumized and/or sold separate and apart from the primary building to which it is accessory.

4. An Avigation Easement shall be recorded at Chaffee County Clerk and Recorder's Office prior to the Certificate of Occupancy.

Section 3. The Special Use Permit shall be a covenant that runs with the land, provided that pursuant to Section 16-61(g), the special use permit shall expire and be deemed void if the permit has not been substantially acted on or there is no objectively measurable development activity within one (1) year from the date set forth below.

ADOPTED this 10th day of August, 2016.

Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Town of Buena Vista
Post Office Box 2002
Buena Vista, Colorado 81211
Phone: (719) 395-8643
Fax: (719) 395-8644

BOARD OF TRUSTEES STAFF REPORT

HEARING DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Scott Reynolds, Planner I
AGENDA ITEM: 642 Cedar Street – Replat of Lot 3 Noe Minor Subdivision Final Plat

REQUEST:

Mike and Mary Kale are requesting approval for a Minor Subdivision located at 642 Cedar Street.

OVERVIEW:

Mike and Mary Kale submitted a Minor Subdivision application to create four lots from Lot 3 of Noe Subdivision. The property is located in the B-1 OT (General Business) Zone District with Old Town Overlay. Commercial, Residential and Mixed Use are permitted on the resulting lots.

ANALYSIS:

The application meets all of the criteria listed in Sections 17-28 of the Zoning Ordinance, with the conditions listed in the approval resolution before the Board.

POLICY ALIGNMENT:

1. Economic Vitality – The subdivision will provide an infill lot outside of the floodplain and flood way. Development of vacant land into residential and/or commercial uses will provide benefit to the tax base, housing stock or both.
2. Infrastructure – The new lots approved with this plat will not require any expansion or overreach of any utility system and will use existing infrastructure.
3. Community – The proposed developable land within the town limits will help build our already vibrant community and help preserve our surrounding land.
4. Environment – Providing infill to the community will help preserve land outside of Town limits and preserve local resources.
5. Water – This project will have access to the Town's water system and will not cause adverse impact to our water supply.

BOT ACTION:

Staff recommended approval of the SUP to the Planning and Zoning Commission. The Planning and Zoning Commission recommended approval of the SUP to the Board of Trustees by a vote of five to zero (5-0) at its July 20, 2016 meeting.

The Board of Trustees accepts the conclusions and recommendations as presented in the Planning and Zoning Commission Staff Report and **APPROVES WITH CONDITIONS** the Noe Minor Subdivision Amendment No. 1 Final Plat to create four lots. The conditions of approval are:

1. A fifteen (15) foot wide alley shall be constructed with a six (6) inch minimum depth road base surface that meets Town standards prior to the issuance of a Certificate of Occupancy. The Public Works Director shall approve the alley improvements. The alley improvements are only required in the alley adjacent to the property.
2. A five (5) foot attached or detached sidewalk on west side of Evans Street extending to the new alley shall be constructed prior to the Certificate of Occupancy for the lot adjacent to Evans. The Public Works Director shall determine the location and placement of the sidewalk within the Town's right-of-way.
3. Prior to recordation of the Final Plat, the Final Plat drawings shall be corrected to the satisfaction of the Principal Planner.
4. Vehicular access for all lots shall only be from the alley.
5. A site specific drainage plan must be submitted to and approved by the Town prior to the issuance of a building permit for the expansion of any existing building, or for any new building or construction within the subdivision.
6. Private service utility lines shall be underground.

ATTACHMENTS:

Planning and Zoning Commission Staff Report
Board of Trustees Draft Resolution



PLANNING AND ZONING COMMISSION STAFF REPORT

REPORT DATE: July 15, 2016

CASE ADDRESS: 642 Cedar Street – Replat of Lot 3 Noe Minor Subdivision Final Plat

HEARING DATE: July 20, 2016

APPLICANTS: Michael and Mary Kale, Owners

REQUESTS: The applicant is requesting approval of a Minor Subdivision to create four lots from one parcel on 642 Cedar Street. The property is currently zoned B-1 OT (General Business with Old Town Overlay).

TOWN STAFF: Scott Reynolds, Planner I

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommends that the Board of Trustees **APPROVE WITH CONDITIONS** the Noe Minor Subdivision Amendment No. 1 Final Plat to create four lots.

The conditions of approval for the Final Plat are:

1. The 15' wide alley shall be constructed with a six (6) inch minimum depth road base surface along the subdivision boundary that meets Public Works standards prior to any Certificate of Occupancy (CO) being issued.
2. A five foot attached or detached sidewalk on West side of Evans Street extending to the new alley shall be constructed prior to the Certificate of Occupancy for Lot 4/3D. The Public Works Director shall make the determination on location and placement of the sidewalk within the Town right-of-way.
3. Prior to recordation of the Final Plat, the Final Plat drawings shall be corrected to the satisfaction of the Principal Planner.
4. Vehicular access for all lots shall only be from the alley.
5. A site specific drainage plan must be submitted to and approved by the Town prior to the issuance of a building permit for the expansion of any existing building, or for any new building or construction within the subdivision.
6. Private service utility lines shall be underground.

ATTACHMENTS TO THE REPORT:

Attachment A – Vicinity Map
Attachment B – Zoning Map
Attachment C – Final Plat

Attachment D – Site Photos
Attachment E – Alley Photos
Attachment F - Improvement Plan

I. SUMMARY OF REQUESTS

The applicants submitted a Minor Subdivision application to create four lots from one existing Lot. This property was most recently platted with Noe Minor Subdivision in 2004.

The property is located in the B-1 OT (General Business) Zone District with Old Town Overlay. Commercial, Residential and Mixed Use are permitted on the resulting lots.

II. HISTORY AND BACKGROUND

This land was originally platted as Lots 17 through 28 in Block 23 in the original 1879 Plat of the Town of Buena Vista.

At some point, the Town of Buena Vista owned the land and utilized it as a Public Works workshop.

In 1990, gasoline tanks were removed from the property near the existing penguin construction office at 610 Cedar St after a leak was discovered. The Town of Buena Vista under Roy Gertson remediated the contamination on the site and Department of Labor and Employment Oil Inspection section approved the action in 1996.

In October 2003, John and Debra Noe submitted a Minor Subdivision and Variance application. The Noe Minor Subdivision removed Lots 17 through 28 of Block 23 and re-platted them into three new lots via Resolution Number 19 of 2004. The Subdivision was granted vested rights for three (3) years, which expired in 2007. The conditions were as follows:

1. *The new lots shall have their front lot lines along Cedar Street and vehicle access to all lots shall be from Cedar Street.*
2. *A site specific drainage plan must be submitted to and approved by the Town prior to the issuance of a building permit for the expansion of any existing building, or for any new building or construction, on a subdivision lot.*
3. *An individual street/alley access permit must be obtained from the Town before any vehicle or other access is constructed to any lot in accordance with Section 11-21, B.V.M.C.*
4. *The Applicants shall pay to the Town the required street tree fee(s) for two (2) trees per lot (\$300/tree or \$600/lot) on or before the date of closing on the initial sale of each lot, and no building or access permit shall be issued for any lot for which the tree fee has not been fully paid.*
5. *The Applicants need not install any landscaping within the subdivision, except for landscaping as may be required in the future pursuant to Section 16-255, B.V.M.C.*
6. *All representations made by the Applicants and relied upon by the Planning and Zoning Commission and/or the Board of Trustees in awarding the subdivision approval provided for herein, inclusive of representations contained in the written subdivision and variance application materials, and not otherwise inconsistent with the terms of conditions of the resolution of approval shall be deemed a part of the subdivision application and binding upon the Applicants.*

The applicants in December 2003 requested a Variance for an exemption from Curb, Gutter & Sidewalk and Tree lawn fees based off the Buena Vista Municipal Code Section 17-57.b.9. version 2003. Resolution Number 19 of 2004 exempted the subdivision from installing curb, gutter and sidewalk at that time but required condition number 4 as stated previously on page 2.

In 2014, the Town of Buena Vista installed a new street, sidewalk, and street trees within Cedar Street Right-of-Way in front of Noe Minor Subdivision with bonded capital.

In 2015, the Town of Buena Vista updated the Comprehensive Plan for the community.

In May 2016, the Town of Buena Vista planted trees along Evens Right-of-Way as part of an Arbor Day celebration.

III. PROCESS – REQUIRED APPROVALS

The applicant has submitted a Final Plat application and is working with staff to meet the specification 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.

IV. ANALYSIS – MINOR SUBDIVISION FINAL PLAT

Section 17-28 of the Buena Vista Subdivision Ordinance provides specific review criteria for a Minor Subdivision. 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

Staff had a pre-application meeting with Mary Kale on May 1st, 2016. Staff is currently working with Lechner Surveying on addressing minor plat corrections.

Resolution 19 of 2004 for Noe Minor Subdivision, condition number one required the access from Cedar, not from the alley. With the installation of street improvements in 2014, the Buena Vista Comprehensive Plan goal one (1), policy five (5), the Municipal Code Section (MCS) 16-232.d.1., and based off the comment from the Buena Vista Public Works director, Greg Maggard vehicular access should be from the alley not Cedar Street. This will ensure the public tax dollars used on improvements will hold its value and community goals are achieved.

- *Comprehensive Plan Goal 1, Policy 5: “Curb cuts should be minimized or combined wherever possible, and alleys used for access and parking wherever possible. Action Items:*
 - *Alley access should be improved and utilized wherever possible instead of curb cuts.*
 - *Encourage side and rear parking in new residential development.”*
- *MCS 16-232.d.1 “General Business District (B-1). Parking requirements in this zone district are based on the linear frontage of the property. For every twenty-five (25) linear feet of frontage, the property will be required to provide one and one-half (1.5) spaces that shall be located on the rear or side of the building off of the alley.”*

The 20' Alley in the rear of the property is platted, but has not been constructed and also contains overhead power and possible communication lines.

The applicant is responsible for construction of the alley based of the minimum standards of 6" of Class 6 compacted road base a minimum of 15 feet wide for total length of the subdivision. See attachment E, F and Sangre De Cristo Electric comments below.

With the proximity of the property close to community assets and to build on the connection of the Cedar Street sidewalk, Staff recommends that the applicant install a five (5) foot attached or detached side walk on the west side of Evans street up to the alley in block 23 based off 17-57.b.11. See Attachment F below.

2. New lots to be created by the Minor Development meet the lot size requirements of the Town's zoning ordinance;

Section 16-245	Requirement:	Applicant has proposed:
Minimum Lot Width (feet)	25'	28.12'
Maximum Lot Width (feet)	150'	28.12'

The proposed lots exceed the minimum and are below the maximum B-1 OT zone district requirements for new lots. All of the lots will exceed the minimum lot size and width requirements. Additionally, all of the lots have access to public rights-of-way excluding arterials.

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 is available to the proposed properties. Utility service is available on Cedar Street, Evans Street and the alley abutting the property. Municipal Code Section 17-57.20 requires all new service line connections to be underground.

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-ways or easements are required for the subdivision.

5. Proper drainage control has been demonstrated.

Drainage control will be required for the future uses and will need to meet the Town's requirements at the time of the development of each lot. If future owners develop their properties, drainage controls meeting the Town of Buena Vista requirements will be required at those times.

V. POLICY ALIGNMENT

1. Economic Vitality – The subdivision will provide an infill lot outside of the floodplain and flood way. Development of vacant land into residential and/or commercial uses will provide benefit to the tax base, housing stock or both.
2. Infrastructure – The new lots approved with this plat will not require any expansion or overreach of any utility system and will use existing infrastructure.

3. Community – The proposed developable land within the town limits will help build our already vibrant community and help preserve our surrounding land.
4. Environment – Providing infill to the community will help preserve land outside of Town limits and preserve local resources.
5. Water – This project will have access to the Town’s water system and will not cause adverse impact to our water supply.

VI. REVIEW COMMENTS

1. Buena Vista Fire Department: “No issues from fire at this time” - Dixon Villers
2. Buena Vista Sanitation: “The Buena Vista Sanitation District has no objection to this Minor Subdivision. The developer must construct the individual sewer lines according to the rules and regulations of the District and all appropriate taps fee must be paid.” - Patti Andreas
3. Sangre De Cristo Electric: Will Serve Letter Submitted and Email “SDCEA has it in our work plan to re-build this overhead electric line that is in the alley within the next 18 months. We will move the line to one side of the alley or the other at that time. As per the comments in the Will Serve Letter, the National Electric Safety Code clearances will be met if there is a 15 ft. setback to the new buildings. The building can be closer than the 15 feet but we will need to review each building design to make sure the codes are met. SDCEA has no other concerns.” -Steve Eggleston
4. Atmos: Will Serve Letter submitted from Scott Gaines
5. Buena Vista Public Works: “Alley must be "Finished" with a minimum of 6" of Class 6 compacted road base a minimum of 15’ wide for total length of subdivision lots. Centering 15' finished surface within 20' alley right-of-way is preferred.”
6. Agencies contacted but no comment received: Buena Vista Police Department, Chaffee County Fire Inspector, Charter, and Century Link.

VII. 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 Final Plat. Therefore, staff recommends that the Planning and Zoning Commission recommend approval to the Board of Trustees:

1. Michael & Mary Kale, have applied for a Minor Subdivision Final Plat to create four lots; and
2. Notice of the public hearing for the Final Plat was provided 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 Noe Minor Subdivision Amendment No. 1 Final Plat to create four lots.

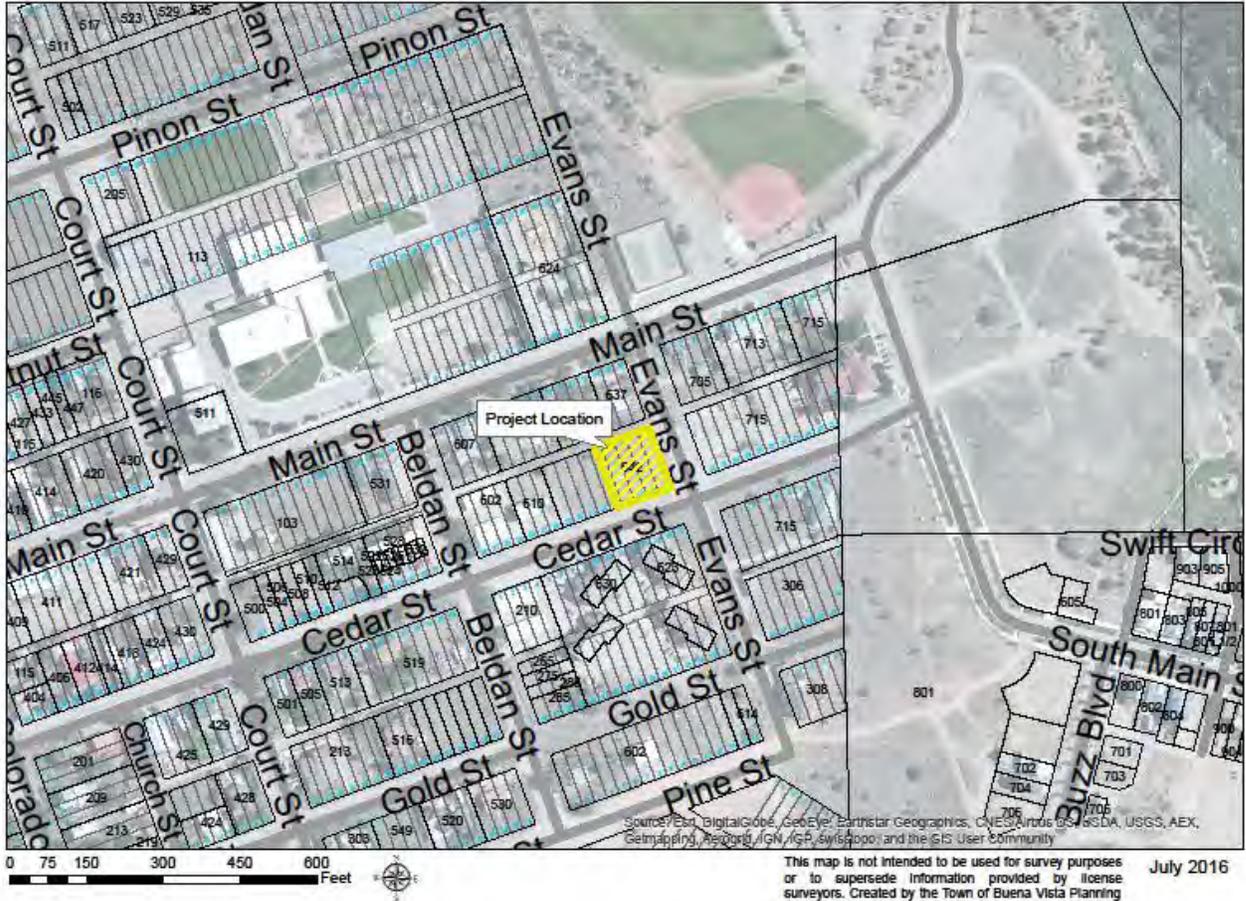
The conditions of approval for the Final Plat are:

1. The 15' wide alley shall be constructed with a six (6) inch minimum depth road base surface along the subdivision boundary that meets Public Works standards prior to any Certificate of Occupancy (CO) being issued.
2. A five foot attached or detached sidewalk on West side of Evans Street extending to the new alley shall be constructed prior to the Certificate of Occupancy for Lot 4/3D. The Public Works Director shall make the determination on location and placement of the sidewalk within the Town right-of-way.
3. Prior to recordation of the Final Plat, the Final Plat drawings shall be corrected to the satisfaction of the Principal Planner.
4. Vehicular access for all lots shall only be from the alley.
5. A site specific drainage plan must be submitted to and approved by the Town prior to the issuance of a building permit for the expansion of any existing building, or for any new building or construction within the subdivision.
6. Private service utility lines shall be underground.

CC: Michael and Mary Kale, owners

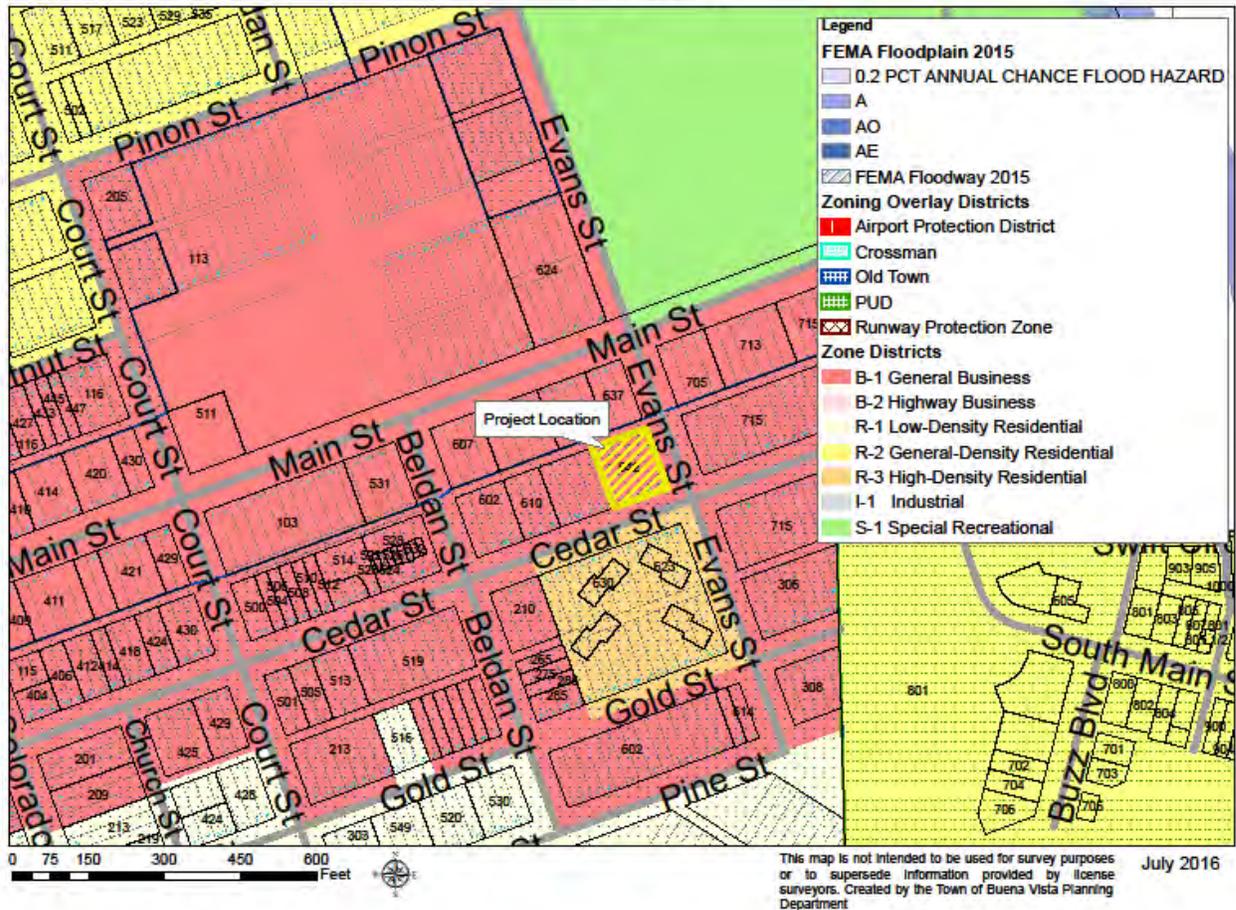
Attachment A – Vicinity Map

Vicinity Map



Attachment B – Zoning & Flood Map

Zoning Map



Attachment D – Site Photos



Attachment E – Alley Photos



View from edge of Property to Evans Street.



View from Evans to Beldan

Attachment F – Improvement Plan



TOWN OF BUENA VISTA

**RESOLUTION NO. 80
SERIES 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A MINOR DEVELOPMENT FOR THE PROPERTY LOCATED AT 642 CEDAR ST, BUENA VISTA, COLORADO.

WHEREAS, Michael and Mary Kale (“Owners”) own property located at 642 Cedar Street, Buena Vista, Colorado (“Property”), more particularly described as Lot 3, Noe Minor Subdivision;

WHEREAS, the Property is located in the B-1 District and the Old Town Overlay District;

WHEREAS, in 2004, the Town conditionally approved a subdivision of certain property, which included the Property, via Resolution No, 19, Series 2004, recorded at reception number 342541 and as shown on the final plat recorded at reception number 341405, both in the records of the Chaffee County Clerk and Recorder;

WHEREAS, the previous subdivision combined Lots 17 through 20, and part of Lot 21, Block 23, into one lot now known as Lot 3 or the Property;

WHEREAS, the Owners filed an application for a minor development for the purpose of subdividing the Property into four lots;

WHEREAS, on July 20, 2016, the Planning and Zoning Commission recommended conditional 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 Buena Vista Municipal Code (“Code”);

WHEREAS, the Board of Trustees opened the public hearing on August 10, 2016, and took public comment; and

WHEREAS, after reviewing all material provided to it and hearing staff and public comment, the Board of Trustees desires to 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, testimony heard and the criteria for minor development as detailed in Section 17-28 of the Code, makes the following findings:

1. Sec. 17-28(d) of the Code requires that all developments conform to the requirements of Chapter 17 of the Code. Pursuant to Sec. 17-57(b)(8) of the Code, the Town may require improvement of alleys by a developer with a six-inch minimum depth gravel surface.

2. The Town has adopted a new Comprehensive Plan in 2015 which sets for the Town's policy that alleys shall be used as access whenever possible. Pursuant to Sec. 17-56(a)(3) of the Code, all developments shall comply the Town's Comprehensive Plan.

3. Sidewalk improvements along the west side of Evan Street are required pursuant to Sec. 17-57(b)(11) to serve the development and protect the public health, safety and welfare by providing connection to the existing sidewalk grid in Town and ensuring safe pedestrian travel.

4. The minor development complies with the B-1 Old Town Zone District lot size requirements pursuant to Sec. 16-245 of the Code.

5. Adequate utility service is available for the lots created by the minor development and all have access to existing utilities, along on Cedar Street, Evans Street and the alley abutting the property.

6. No new rights of way are required for the minor development.

7. Drainage control will be required for the future residential uses and will need to meet the Town's regulations at the time of the development of each lot.

Section 2. The Board approves the Noe Minor Development Amendment No. 1 subject to the following conditions:

1. A fifteen (15) foot wide alley shall be constructed with a six (6) inch minimum depth road base surface that meets Town standards prior to the issuance of a Certificate of Occupancy. The Public Works Director shall approve the alley improvements. The alley improvements are only required in the alley adjacent to the property.

2. A five (5) foot attached or detached sidewalk on west side of Evans Street extending to the new alley shall be constructed prior to the Certificate of Occupancy for the lot adjacent to Evans. The Public Works Director shall determine the location and placement of the sidewalk within the Town's right-of-way.

3. Prior to recordation of the Final Plat, the Final Plat drawings shall be corrected to the satisfaction of the Principal Planner.

4. Vehicular access for all lots shall only be from the alley.

5. A site specific drainage plan must be submitted to and approved by the Town prior to the issuance of a building permit for the expansion of any existing building, or for any new building or construction within the subdivision.

6. Private service utility lines shall be underground.

ADOPTED this 10th day of August, 2016.

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: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Should the Board of Trustees approve adoption of Resolution #81 entitled” 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.”

Request

Staff is requesting that the Board of Trustees review the attached purchase agreement between the Town of Buena Vista and the Buena Vista School District for a parcel equal in value north of the Rodeo Grounds.

Overview

The Board of Trustees reviewed the Rodeo Grounds Parcel Purchase Agreement at the July 26 meeting. The same agreement was presented to the Buena Vista School Board on August 1. The school board gave minor feedback and the only change they asked for was to include the appraisals in the cost to the town for land acquisition. Since this is a purchase agreement, the board is required to pass an ordinance. All legal documents need to be executed by August 22.

Analysis

This document transfers ownership of property described as a five-acre parcel or of equivalent value to the “Old Baseball Field”.

- The purchase price is \$10.00 with a reverter clause. If register voters approve the transfer of the River Park parcel at either the April 2017 or 2018 election, the property will automatically revert back to the town.

Policy Alignment

This project aligns with the comprehensive plan that outlines the community’s desire to see affordable housing, improve parks and increase recreational opportunities. These policies also align with the BV affordable housing working group’s recommendations to the BOT in 2014.

BOT Action

Motion to Approve or Deny the adoption of Resolution #81 entitled” 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.”?

TOWN OF BUENA VISTA, COLORADO

**RESOLUTION NO. 81
(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 Town is the owner of real property within the Town of Buena Vista known as the Rodeo Grounds Parcel (the “Property”);

WHEREAS, the Town desires to sell and the Buena Vista School District R-31 (the “District”) desires to purchase the Property, including all personal property and improvements located thereon; and

WHEREAS, the Property is not being used or held for park purposes or any governmental purpose;

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 (Rodeo Grounds Parcel) 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 and subject to approval by the Town Attorney.

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 10th day of August, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk

PURCHASE AND SALE AGREEMENT

Rodeo Grounds Parcel

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 ("Buyer") and the Town of Buena Vista, a Colorado municipality with an address of P.O. Box 2002, Buena Vista, Colorado 81211 (the "Town").

WHEREAS, the Town owns certain real property in Chaffee County, Colorado; and

WHEREAS, the Town wishes to transfer and convey that property to the Buyer and the Buyer wishes to acquire that property from the Town.

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:

1. Effective Date. This Agreement shall become effective upon its execution and the execution of a Purchase and Sale Agreement between the parties for property referred to as the Old Baseball Field Property.

2. Purchase and Sale. Subject to the terms contained herein, the Town hereby agrees to sell and convey and the Buyer hereby agrees to purchase real property located in Chaffee County, Colorado, and generally described as a five-acre parcel located within the property owned by the Town north of the Town's rodeo grounds and south of the Sunset Vista IV subdivision together with all easements and rights-of-way appurtenant thereto (the "Property"). The exact legal description and location of the Property has yet to be determined. The location and size of the Rodeo Grounds Parcel shall be such that it is generally equivalent in value to the Old Baseball Field Property. The Town shall be responsible for all costs associated with appraising, surveying and subdividing such parcel, if necessary. Upon receipt of the survey, the legal description set forth thereon shall be substituted for the description set forth above and attached hereto as **Exhibit A**.

3. 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 the Town 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.

4. Reverter of Property. Pursuant to the Purchase and Sale Agreement for the Old Baseball Field Property, the Town has agreed to consider seeking approval of the registered electors for conveyance to Buyer of a 5 acre parcel of real property owned by the Town ("River Park Parcel") at a municipal special election on April 4, 2017. If the registered electors do not approve the conveyance at the April 4, 2017 election, the Town will consider seeking approval of the registered electors for the conveyance of the River Park Parcel at the Town's general election on April 3, 2018. If the registered electors approve the conveyance at the either

election, ownership of the Property shall revert back to the Town upon the conveyance of the River Park Parcel to the Buyer.

5. Merchantability of Title; Objections to Title.

(a) The Town represents to Buyer that at closing the Town 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 Town as hereinafter provided.

(b) The Town represents and covenants to Buyer that it comprises all of the parties who have a fee interest in said Property and that, to the best of the Town's knowledge, there are no other interested parties in said property.

(c) If Buyer deems, in its sole discretion, that title for any reason is not merchantable in the Town, Buyer shall give immediate notice thereof to the Town, and the Town shall make a reasonable effort to correct any defects objectionable to Buyer prior to the closing date.

(d) If the Town 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) The Town acknowledges that the Purchase Price and conveyance and/or use of 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.

6. 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.

7. Closing Documents. At closing, the Town shall execute and deliver to Buyer a special warranty deed 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. The special warranty deed shall contain a reverter clause pursuant to paragraph 4 above.

8. Closing. The date, time and location of closing shall be mutually agreed upon by the Town and Buyer as soon as possible following the execution of this Agreement.

9. Closing Costs. Buyer shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by the Town 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.

10. Entry. The Town 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 the Town upon entering the Property for these purposes. The costs of such inspection(s) shall be borne by Buyer.

11. Seller's Representations. The Town 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. The Town 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 the Town against or otherwise affecting the Property nor does the Town 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 the Town 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. The Town has notified Buyer of all leases, tenancies or rental agreements relating to the Property, or to any part thereof.

(f) Third party improvements. The Town has notified Buyer of all improvements, real or personal, on the Property not owned by the Town, and the Town hereby warrants to Buyer 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. The Town 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) The Town has not caused and will not cause, and to the best of the Town'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 the Town or in which the Town 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. The Town 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 the Town has the express option of terminating this Agreement.)

(j) To provide Buyer with information to protect Buyer and its contractors and agents, the Town 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 the Town's knowledge, if requested by Buyer.

12. Contingencies.

(a) The Town 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 the Town in obtaining releases or satisfaction of the exceptions, the obligation is the Town's.

(b) The parties also agree that closing of this Agreement is contingent upon the closing of the Purchase and Sale Agreement for the Old Baseball Field Property.

(c) 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. Terms to Survive Closing. The Buyer shall only conduct limited construction activities on the Property from the time of Closing to certification of results of the April 2018 election unless the Town does not submit a ballot question to the registered electors at the April 2018 election as described in paragraph 4 above. If the Town does not submit a ballot question to the registered electors in April 2018, the Buyer shall be released from the restriction on construction activities.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. 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.

16. Warranty. The parties warrant that they have the full right and legal authority to enter into this Agreement.

17. 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.

18. Recording. This Agreement may be recorded in the records of the Clerk and Recorder of Chaffee County, Colorado.

19. Modification. This Agreement may only be modified upon written agreement of the parties.

20. 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]

EXHIBIT A

TBD



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

DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Should the Board of Trustees approve adoption of Resolution #82 entitled "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."?

Request

Staff is requesting that the Board of Trustees review the attached purchase agreement between the Town of Buena Vista and the Buena Vista School District for the acquisition of the old baseball field parcel for the town to use for affordable housing.

Overview

The Board of Trustees reviewed the purchase agreement of the old baseball field owned by the school district on July 26. The same agreement was presented to the Buena Vista School Board on August 1. The school board gave minor feedback that included making sure appraisal costs were included in town's cost for acquiring the property. Since this is a purchase agreement the board is required to pass an ordinance. This agreement needs to be executed by August 22.

Analysis

This document transfers ownership of the school district's "Old Baseball Field Parcel" property over to the town.

- The purchase price is \$10.00 and town will agree to sell a section of the River Park property for a new baseball field after voters approve of the transfer at the April 4, 2017 municipal election.
- If the election isn't successful the town will put the same matter forward at the April 3, 2018 municipal election.
- Upon execution of the purchase agreements the town will enter into a long-term lease agreement.
- Town will survey the land that will be transferred and constructed upon for the purpose of providing a baseball field.

Policy Alignment

In This project aligns with the comprehensive plan that outlines the community's desire to see affordable housing, improve parks and increase recreational opportunities. These policies also align with the BV affordable housing working group's recommendations to the BOT in 2014.

BOT Action

Motion to Approve or Deny the adoption of Resolution #82 entitled "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."?

TOWN OF BUENA VISTA, COLORADO

**RESOLUTION NO. 82
(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 known as the Old Baseball Field Parcel (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 (Old Baseball Field Parcel) 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 and subject to approval by the Town Attorney.

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 10th day of August, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk

PURCHASE AND SALE AGREEMENT

Old Baseball Field Parcel

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:

1. Effective Date. This Agreement shall become effective upon its execution and the execution of a Purchase and Sale Agreement between the parties for the Rodeo Grounds Parcel.

2. 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").

3. 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 consider seeking approval of the registered electors for conveyance to the Seller of a 5 acre parcel of real property owned by the Town ("River Park Parcel") at a municipal special election on April 4, 2017. The exact legal description of the River Park Parcel shall be determined by survey at the Town's sole expense. The Town may conduct an appraisal, at its sole expense, to determine the appropriate acreage of the River Park Parcel. If the registered electors approve the conveyance, the Town and the Seller shall enter into a purchase and sale agreement for the conveyance 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 at a municipal special election in April 2017, or if the Town fails to put the matter on the April 2017 ballot, the Town agrees to consider seeking approval of the registered electors for conveyance of the River Park Parcel at the Town's regular election on April 3, 2018. Upon execution of this Agreement or as soon as reasonably possible thereafter, the Town agrees to enter into a long-term lease of ninety-nine (99) years with the Seller for the River Park Parcel upon terms mutually agreeable to the parties.

If the registered electors do approve the conveyance of the River Park Parcel, the Town and the Seller shall enter into a purchase and sale agreement for the conveyance of the River Park Parcel 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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) The parties also agree that closing of this Agreement is contingent upon the closing of the Purchase and Sale Agreement for the Rodeo Grounds Parcel.

(c) 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.

12. Terms to Survive Closing. The requirements set forth in paragraph 3 of this Agreement shall survive Closing.

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. The parties warrant that they have the full right and legal authority to enter into 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.

[Remainder of page left intentionally blank- Signature on following page]

EXHIBIT A

All of Block 66, except Lots 1, 2, 3, 4, 5 and 6,
Town of Buena Vista,
Chaffee 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
P.O. Box 2002
Buena Vista CO 81211
Phone: (719)395-8643
Fax: (719)395-8644

DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Should the Board of Trustees approve adoption of Ordinance #15 entitled "AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, APPROVING A LEASE FOR PROPERTY LOCATED IN THE RIVER PARK WITH THE BUENA VISTA SCHOOL DISTRICT."?

Request

Staff is requesting that the Board of Trustees review the attached land lease agreement between the Town of Buena Vista and the Buena Vista School District for a parcel in the River Park where the new baseball field will be constructed.

Overview

The Board of Trustees reviewed the land lease agreement for the River Park parcel on July 26. The reason for the land lease agreement is to give site control to the school district until the land can be conveyed to the district via a municipal election in April of 2017 or 2018. Once the land is conveyed, the lease agreement will be terminated. It was important for the district to feel that the town was committed to allow them to use the land for the baseball field.

Analysis

This document gives the school board site control over the future baseball field location in the River Park until the land can be transferred to them. A transfer of park property requires a vote of the electorate.

- Terms are 99 years and will commence upon the completion of a mixed use baseball field. The school district will allow the town to use the field at no cost and when scheduling allows.
- Town will construct the baseball field upon a mutually agreed upon date so as not to interfere with the baseball program. The school district is responsible for maintenance once they take possession of the premise.
- The school district cannot make modifications to the field without town approval, except for regular scheduled maintenance. The school district cannot sublease and is responsible for all utilities.
- Town is not liable for any damages and the school district will need to have an insurance policy to cover the field.

Policy Alignment

This project aligns with the comprehensive plan that outlines the community's desire to see affordable housing, improve parks and increase recreational opportunities. These policies also align with the BV affordable housing working group's recommendations to the BOT in 2014.

BOT Action

Motion to Approve or Deny adoption of Should the Board of Trustees approve adoption of Ordinance #15 entitled "AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, APPROVING A LEASE FOR PROPERTY LOCATED IN THE RIVER PARK WITH THE BUENA VISTA SCHOOL DISTRICT."?

TOWN OF BUENA VISTA, COLORADO

**ORDINANCE NO. 15
(SERIES OF 2016)**

**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO,
APPROVING A LEASE FOR PROPERTY LOCATED IN THE RIVER
PARK WITH THE BUENA VISTA SCHOOL DISTRICT.**

WHEREAS, the Town desires to lease a portion of the Town’s River Park property (“Property”) to the Buena Vista School District R-31 (“District”);

WHEREAS, the District desires to lease the Property from the Town; and

WHEREAS, the Board of Trustees finds that the lease of this Property is in the best interest of the Town and its citizens.

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

Section 1. The Lease Agreement 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/or the Town Administrator are authorized to execute the same on behalf of the Town of Buena Vista, subject to any amendments to the Lease Agreement that the Town Administrator deems necessary and subject to approval by the Town Attorney.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 10th day of August, 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)

LEASE AGREEMENT

This lease (the "Lease") 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 ("Tenant") and the Town of Buena Vista, a Colorado municipality with an address of P.O. Box 2002, Buena Vista, Colorado 81211 (the "Town").

1. **Premises.** The Town hereby leases to Tenant, and Tenant hereby leases from the Town, vacant real property generally described as five acres located within the Town's River Park property for use as a mixed use baseball and soccer field ("Premises"). The exact location of the Premises has yet to be determined, but the Town will be responsible for all costs associated with surveying to determine the exact location of the Premises. Upon receipt of the survey, the legal description set forth thereon shall be substituted for the description set forth above and attached hereto as **Exhibit A**.

2. **Term.** The Premises are leased for a term of ninety-nine (99) years, commencing on the Commencement Date (as defined below), unless terminated sooner as provided herein.

3. **Commencement Date.** This Lease shall commence upon the completion of construction of the mixed use baseball and soccer field and Tenant's acknowledgement that the Premises are in good repair and order as described in paragraph 7 of this Lease.

4. **Monthly Rent.** Tenant is not required to pay any rent to the Town for use and possession of the Premises. Conveyance of a comparable property, known as the Old Baseball Field Property, from the Tenant to the Town shall constitute rent under this Lease.

5. **Use.** Tenant shall use and occupy the Premises solely for use as a mixed use baseball and soccer field. The Premises shall be used for no other purpose. Tenant shall permit the Town to use the Premises at no cost when it is not in use by the Tenant, and Tenant shall cooperate to ensure that the Town has reasonable dates and times for use of the Premises, which may include allowing the public to use the Premises during such dates and times.

6. **Construction of the Baseball Field.** The Town will design and construct a new mixed use soccer and baseball field on the Premises by a mutually agreed upon date in the spring of 2017 for use by Tenant. The design of the field shall be mutually agreed upon by the parties.

7. **Care and Maintenance of Premises.** Upon completion of construction of the mixed use baseball and soccer field on the Premises, Tenant shall be permitted to inspect the Premises to determine whether the Premises is in good repair and order. The Town shall deliver the Premises in good repair and order, and shall repair any portions of the Premises that Tenant reasonably finds not to be in good repair and order prior to Tenant taking possession of the Premises. Upon Tenant's acknowledgement that the Premises is in good order and repair, this lease shall commence. Tenant is responsible for maintenance of the Premises after the Tenant takes possession of the Premises. Upon the expiration of or prior to termination of this Lease,

Tenant shall surrender the Premises to the Town in substantially as the same condition as it was upon completion of the mixed use baseball and soccer field, ordinary wear and tear accepted.

8. **Tenant Improvements and Alterations.** The Premises shall be delivered "as is" with no warranties made relating to the condition of the Premises. Tenant shall not, without first obtaining the written consent of the Town, which the Town shall not unreasonably withhold, make any alterations, additions, or improvements, in, to or about the Premises.

9. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

10. **Assignment and Subletting.** Tenant shall not assign this Lease or sublet the Premises. Any such assignment or subletting without consent shall be void and, the Town, at its option, may terminate this lease.

11. **Utilities.** Upon the Commencement Date, Tenant shall be responsible for all utilities, including without limitation sewer, water, and electricity.

12. **Entry and Inspection.** Tenant shall permit the Town or its agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

13. **Possession.** If the Town is unable to deliver possession of the Premises, the Town shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any obligations hereunder until possession is delivered.

14. **Liability Limitation, Indemnification and Hold Harmless.** Tenant agrees that the Town shall not be liable for any damage, either to person or persons or property sustained by Tenant or the Town or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or omission of Tenant, or any invitee of Tenant, or occasioned by any nuisance made or suffered on the Premises. To the extent permitted by law, Tenant 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 Lease if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Tenant, any contractor of Tenant, any invitee of Tenant, or any officer, employee, representative, or agent of Tenant, or which arise out of any worker's compensation claim of any employee of Tenant or of any employee of any contractor of Tenant.

15. **Insurance.**

15.1 Tenant (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Town, the Town's servants, agents and employees, on account of any loss or damage occasioned to Tenant, as the case may be, its respective property, the Premises or its contents, the common areas, parking lots and sidewalks located adjacent to the Premises or to the other improvements of the Premises arising from any risk and to the extent covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder.

15.2 Tenant agrees to procure an insurance policy which includes and covers the Town's Property and Tenant's activities that are the subject of this Agreement, and to name the Town as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage equal to those established by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as it may be amended from time to time (currently, three hundred fifty thousand dollars (\$350,000.00) per person and nine hundred ninety thousand dollars (\$990,000.00) per occurrence).

16. **Destruction of Premises.** Tenant shall be solely responsible for any and all repairs or reconstruction of improvements on the Premises in the event their partial or total destruction.

17. **Town's Remedies on Default.** If Tenant defaults in the performance of any covenants or conditions hereof, the Town may give Tenant notice of such default and then terminate this Lease as allowed by law. Upon such termination, Tenant shall then quit and surrender the Premises to the Town, without extinguishing Tenant's liability. If this Lease shall have been so terminated by the Town, the Town may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

18. **Termination.** Notwithstanding the Town's remedies in paragraph 17 of this Lease, the Town has agreed to consider seeking voter approval of the conveyance of the Premises to the Tenant at a municipal special election on April 4, 2017. If the registered electors do not approve the conveyance, the Town has agreed to consider seeking voter approval of the conveyance of the Premises to the Tenant at the Town's general election on April 3, 2018. If the registered electors approve the conveyance of the Premises at either election, the parties shall enter into a Purchase and Sale Agreement for the Premises and this Lease shall terminate upon conveyance of the Premises to Tenant in fee simple. The Tenant shall not be required to pay any monetary consideration for the conveyance of the Premises.

20. **Governmental Immunity.** The Town is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-

10-101 *et seq.*, as from time to time amended, or otherwise available to the City, and its officers and employees.

21. **Waiver.** No failure of the Town to enforce any term hereof shall be deemed to be a waiver.

22. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the Premises, or the Town at the address first specified above, or at such other places as may be designated by the parties from time to time.

23. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by written agreement signed by both parties.

IN WITNESS WHEREOF, this Lease is executed by Tenant and the Town as of the date first above written.

BUENA VISTA SCHOOL DISTRICT R-31

TOWN OF BUENA VISTA

Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk

EXHIBIT A

Description of Premises - TBD



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

DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Ratification of revised Intergovernmental Agreement between the Town of Buena Vista and Chaffee County Regarding County Road 317.

Request

Staff is requesting that the Board of Trustees review the revised C.R. 317 paving IGA prior to the construction of the road to include an attached trail.

Overview

The Board of Trustees approved the IGA on July 26 with changes. Those changes included removing the language that required the town to take all of C.R. 317 after the road was paved. It was decided that the town would still maintain its portion of C.R. 317 now and after the project was completed.

When Bob Christianson the administrator returned from vacation he made a few changes in addition to what the board approved. These changes are in the attached document. The Chaffee County Board of Commissioners approved the revised IGA on August 2 and the county is awaiting an executed document to being the project.

Analysis

The agreement addresses the following:

- The town is responsible for maintaining its portion of the road.
- The county is responsible for maintaining its portion of the road.
- Chaffee County will perform the work for the entire road, including the town's portion.



BOT Action

Motion to Approve or Deny the Ratification of the revised Intergovernmental Agreement between the Town of Buena Vista and Chaffee County Regarding County Road 317.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF BUENA VISTA AND
CHAFFEE COUNTY REGARDING COUNTY ROAD 317**

This Agreement is made and entered into as of this 2d day of August, 2016 by and between the Town of Buena Vista, a municipal corporation of the State of Colorado (“Buena Vista”) and the County of Chaffee, a political subdivision of the State of Colorado (“Chaffee County”).

Introduction

- A. Two separate portions of County Road 317 running southeast/northwest and east/west between Highway 24 and County Road 313 fall within the Buena Vista town boundaries. Such portions of County Road 317 within town boundaries are referred to in this Agreement as the “Town Road Segments.”
- B. Chaffee County is currently responsible for the maintenance of the portion of County Road 317 that is outside the boundaries of Buena Vista. Chaffee County is also currently plowing snow on the entire length of County Road 317 both within and outside the boundaries of Buena Vista, at no charge to Buena Vista.
- C. Other than plowing snow on the Town Road Segments, Buena Vista is currently responsible for the maintenance on the Town Road Segments.
- D. The parties agree that it would be most efficient and desirable if Chaffee County performed asphalt work on County Road 317 including the Town Road Segments, in accordance with the terms of this Agreement.
- E. Buena Vista and Chaffee County are authorized to contract with each other for road maintenance pursuant to C.R.S. §§ 43-2-144 and 29-1-203.

Agreement

In consideration of the mutual promises and covenants specified in this document, the parties agree as follows:

1. Chaffee County’s Responsibilities. Chaffee County shall perform asphalt work pursuant to Exhibit “A” on the entire length of County Road 317 including the portions in unincorporated Chaffee County and the Town Road Segments (the “Work”).
2. Buena Vista’s Responsibilities. Buena Vista shall pay to the County the amount of \$30,915.93 prior to the County commencing the Work on or about August 15, 2016. Any expansion of the Work beyond that contemplated by Exhibit A may trigger additional costs as determined by the County road and bridge supervisor. Immediately following the conclusion of the Work, the parties intend for Buena Vista to continue to maintain the Town Road Segments, except that the County shall continue to perform snow removal on the Town Road Segments in a manner similar to and at the times snow

removal is performed on the segment of County Road 317 in unincorporated Chaffee County.

- 3. Indemnification. As consideration for Chaffee County’s responsibilities, Buena Vista shall indemnify and hold harmless Chaffee County for any loss arising from any claim, suit, or action relating to Chaffee County’s Work on the Town Road Segments. "Loss" shall include without limitation, litigation, defense and investigation costs and expenses and attorneys' and experts' fees. Notwithstanding the foregoing, Buena Vista shall not be responsible, and the County shall remain responsible, for ordinary wear and tear of County road equipment and for damage sustained by the County road equipment resulting from the negligence of the County or its employees/contractors in performing the Work.
- 4. No Waiver. This Agreement is not, and shall not be construed to be, a waiver of the governmental immunity set forth in the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*
- 5. Term: This Agreement shall be in effect from its date of signing to and until such time as it is terminated by any party upon providing to the other parties written notice of such termination at least 30 days prior to the projected date of termination.
- 6. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties.
- 7. No Third Party Beneficiary Enforcement. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

By signing below, the parties agree to all of the above provisions and have executed this document as of the date set forth at the beginning of the Agreement.

CHAFFEE COUNTY BOARD OF COMMISSIONERS

TOWN OF BUENA VISTA, CO

Dennis Giese, Chairman

_____, Mayor

ATTEST:

ATTEST:

Chaffee County Clerk

Buena Vista Town Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF BUENA VISTA AND
CHAFFEE COUNTY REGARDING COUNTY ROAD 317**

This Agreement is made and entered into as of this **2nd day of August, 2016**, by and between the Town of Buena Vista, a municipal corporation of the State of Colorado (“Buena Vista”) and the County of Chaffee, a political subdivision of the State of Colorado (“Chaffee County”).

Introduction

- A. Two separate portions of County Road 317 running southeast/northwest and east/west between Highway 24 and County Road 313 fall within the Buena Vista town boundaries. Such portions of County Road 317 within town boundaries are referred to in this Agreement as the “Town Road Segments.”
- B. Chaffee County is currently responsible for the maintenance of the portion of County Road 317 that is outside the boundaries of Buena Vista. Chaffee County is also currently plowing snow on the entire length of County Road 317 both within and outside the boundaries of Buena Vista, at no charge to Buena Vista, although there is no written agreement governing this work.
- C. Other than plowing snow on the Town Road Segments, Buena Vista is currently responsible for the maintenance on the Town Road Segments, although there is no written agreement governing this work.
- D. The parties agree that it would be most efficient and desirable if Chaffee County performed asphalt work on County Road 317 including the Town Road Segments, in accordance with the terms of this Agreement.
- E. Buena Vista and Chaffee County are authorized to contract with each other for road maintenance pursuant to C.R.S. §§ 43-2-144 and 29-1-203.

Agreement

In consideration of the mutual promises and covenants specified in this document, the parties agree as follows:

- 1. **Chaffee County’s Responsibilities.** Chaffee County shall perform asphalt work pursuant to **Exhibit A** on the entire length of County Road 317 including the portions in unincorporated Chaffee County and the Town Road Segments (the “Work”).
- 2. **Buena Vista’s Responsibilities.** Buena Vista shall pay to the County the amount of \$30,915.93 prior to the County commencing the Work on or about August 15, 2016. Any expansion of the Work beyond that contemplated by **Exhibit A** may trigger additional costs as determined by the County road and bridge supervisor. Immediately following the conclusion of the Work, the parties intend for Buena Vista to continue to maintain the Town Road Segments, except that the County shall continue to perform

snow removal on the Town Road Segments in a manner similar to and at the times snow removal is performed on the segment of County Road 317 in unincorporated Chaffee County.

3. Indemnification. As consideration for Chaffee County's responsibilities, Buena Vista shall indemnify and hold harmless Chaffee County for any loss arising from any claim, suit, or action relating to Chaffee County's Work on the Town Road Segments. "Loss" shall include without limitation, litigation, defense and investigation costs and expenses and attorneys' and experts' fees. Notwithstanding the foregoing, Buena Vista shall not be responsible, and the County shall remain responsible, for ordinary wear and tear of County road equipment and for damage sustained by the County road equipment resulting from the negligence of the County or its employees/contractors in performing the Work.
4. No Waiver. This Agreement is not, and shall not be construed to be, a waiver of the governmental immunity set forth in the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*
5. Term. This Agreement shall be in effect from its date of signing to and until such time as it is terminated by any party upon providing to the other parties written notice of such termination at least 30 days prior to the projected date of termination.
6. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties.
7. No Third Party Beneficiary Enforcement. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

By signing below, the parties agree to all of the above provisions and have executed this document as of the date set forth at the beginning of the Agreement.

CHAFFEE COUNTY BOARD OF COMMISSIONERS

TOWN OF BUENA VISTA, CO

Dennis Giese, Chairman

_____, Mayor

ATTEST:

ATTEST:

Chaffee County Clerk

Buena Vista Town Clerk



Town of Buena Vista
P.O. Box 2002
Buena Vista CO 81211
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DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Central Colorado Regional Airport Ground Lease Agreement with Mark Godonis.

Request

A request is being made for the board to consider a new ground lease at the Central Colorado Regional Airport for the construction of a 4 unit hangar project.

Overview

Mark Godonis is proposing to construct a 4 unit hangar development at the airport. The project will be constructed in 2 phases. Both phases will include 4,600 square foot units totally 9,200 square feet. Phase one will include two 50' wide units, for a total of 100' wide x 46' deep with 14' high door opening that would be represented by the right side one half of building shown. Phase two will include approximately 4,600 square feet that would be represented by the two hangers on the left. The airport advisory board and staff have worked closely with the applicant to make sure that the construction is compatible with the airport master plan layout.

The applicant is reviewing the proposed ground lease and if there are any minor changes that occur prior to the meeting on June 28, staff will update the board at the regular meeting.

Analysis

In the proposed ground lease agreement there are several rules, regulations and conditions outlined in the document. The following terms and conditions are highlighted below:

- The primary lease terms are a period of 25 years with a 15 year option commencing on September 1, 2016.
- The lessee will pay an annual rent of \$.25 per square foot per annum for a total square footage of 9,200 for a total amount of \$2,300 per year on the first anniversary of the agreement.
- Annual adjustments shall be increased 2% from the previous year's annual rental sum.
- Rent that is 5 days past due is subject to a \$10 late fee each day that the payment is outstanding.
- Although subletting of the hangars does not require town approval, the lessee is required to notify the town of the contact information and aircraft type of the tenants that lease the hangars.

The lessee is required to follow all building regulations and must be compliant with the rules and regulations mandated by the Town of Buena Vista, the Federal Aviation Administration and the Colorado Department of Transportation.

Policy Alignment

The proposed ground lease aligns with the airport master plan. In the layout of the airport, the proposed 4 unit hangar project maximizes the limited space on airport grounds. The project also closely aligns with economic vitality because more hangar construction ensures that the airport becomes financially stable long-term, thus reducing the General Fund subsidy.

BOT Action

Motion to **Approve** or **Deny** a ground lease agreement by and between the Central Colorado Regional Airport and M & E Rental Properties, LLC.

Attached

- Ground Lease

GROUND AGREEMENT

BY AND BETWEEN

CENTRAL COLORADO REGIONAL AIRPORT

AND

M & E RENTAL PROPERTIES, LLC

FOR

**SEE EXHIBIT "A"
AND EXHIBIT "B"**

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GROUND AGREEMENT

THIS GROUND AGREEMENT ("Agreement"), made this ____ day of _____, 2016 the "Effective Date", by and between the **TOWN of Buena Vista**, a Colorado municipal corporation part of the first part, hereinafter called the "TOWN", whose address is 210 East Main Street, P.O. Box 202, Buena Vista, Colorado, 81211 and **M&E RENTAL PROPERTIES, LLC.**, whose address is 30670 County Rd 371, Buena Vista, CO 81211, party of the second part, hereinafter called the "LESSEE",

WITNESSETH:

WHEREAS, the TOWN is the owner and operator of the Central Colorado Regional Airport (the "Airport"), located in the County of Chaffee, Colorado, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation; and

NOW, THEREFORE, in consideration of the premises provided herein, the rights and privileges and the mutual covenants and agreements hereinafter contained and other valuable consideration, the sufficiency of which is acknowledged by all parties, their successors and assigns, as follows:

1. Premises and Base Term. Subject to terms & conditions of the lease, town agrees to lease NINE THOUSAND TWO HUNDRED (9,200) square feet for the purpose of developing a hanger condominium complex. The primary term of this Lease shall be a period of twenty-five (25) years, with a fifteen (15) year option to renew commencing on September 1, 2016.
2. Base Term Rent.
 - a. In consideration thereof, the LESSEE agrees that it will pay an annual rent of twenty-five cents (\$.25) per square foot per annum for a total square footage of NINE THOUSAND TWO HUNDRED (9200) square feet (see Exhibit A for location) for a total amount of TWENTY THREE HUNDRED DOLLARS (\$2,300) per year for the Term identified in Section 1 above, payable on the Effective Date and thereafter annually on or before the first (1st) day of the annual anniversary of the Effective Date.
 - b. Annual Adjustments: Commencing September 1, 2017. And every year thereafter, the annual rental sum shall be increased by 2% from the previous year's annual rental sum.
 - c. The cash rent shall be due and payable without the necessity of any notice being given by the TOWN to LEESSEE, and if the annual payment of cash rent is late by more than five (5) days, the TOWN shall be entitled to exercise the remedies provided for in Section 17, and the TOWN shall be entitled to charge an additional Ten Dollars (\$10.00) for each day the rent

is past due beginning the 6th day after the installment was due.

3. Renewal Option. Subject to the provisions hereof, upon expiration of the primary term of this Lease, if and only if LESSEE shall not then be in default beyond applicable cure periods under this Lease, then LESSEE shall have the option to renew this Lease for one (1) additional term of fifteen (15) years following expiration of the primary term. LESSEE's option to renew may be exercised by delivering written notice to the TOWN, not more than one hundred and eighty (180) days prior to the expiration of the initial 25 year primary term, but no later than ninety (90) days before the expiration of the initial 25 year primary term.
4. Holding Over. Should LESSEE remain in possession of the Premises after the expiration of the Term of this Agreement, without having executed a new Agreement, such holding over shall be subject to obligations of the Agreement applicable to a month-to-month tenancy, and to all applicable federal, state, and local laws. Monthly rent will be equal to existing rent at that time of expiration and during holding over period.
5. Building Plans. Hangars to be developed in two (2) phases.
 - a. **Phase 1**: LESSEE shall cause to have erected on the premises an aircraft hangar, consisting of 2 units of approximately 2,300 square feet each, sharing a common wall for a total of approximately 4,600 square feet, including related Improvements described in the General Plans annexed as Exhibit B. Construction of the Improvements shall be commenced within six (6) months of the commencement date of this Lease, and Improvements shall be substantially completed within eighteen (18) months of the commencement date of this Lease. Commencement of construction shall mean, at a minimum, approval by the TOWN of detailed plans, receipt of the building permit and any other required permits or licenses. The Improvement shall have a fair market cost of not less than \$180,000.00.
 - b. **Phase 2**: Development of Phase 2, will include additional hangar space of approximately 4,600 square feet, as a "built to suit" addition for future clients. Specific dates are not available at this time.
 - c. LESSEE shall promptly cause Detailed Plans for the Phase 1 Improvements to be prepared, including plans for site drainage, site layout, construction details, exterior lighting, utility improvements, architectural profiles showing shape and colors, containment area for construction equipment and materials, and other items which may reasonably be required by the TOWN. To the extent not already in place, utilities shall be extended by LESSEE under and along the full width of the Premises.
 - d. Work on the Improvements shall not commence until LESSEE has first

obtained TOWN approval for such Detailed Plans, which approval shall not be unreasonable withheld, a building permit from the TOWN, and such other permits and approvals, as may be required by law. All improvements shall be constructed in a good and workmanlike manner in accordance with applicable resolutions and rules of the Town, and in compliance with applicable codes, and the requirements of the relevant fire department or fire protection district, State of Colorado, County of Chaffee and other governmental entities having jurisdiction.

- e. After commencement of work on the Improvements, LESSEE shall diligently pursue construction of the improvements until completed. LESSEE shall provide the TOWN with as-built plans within 30 days after completion. Improvements shall not be removed, expanded or materially altered without the prior written approval of the TOWN, which approval shall not be unreasonably withheld.
 - f. **Rights of Ingress and Egress.** LESSEE shall have the full and free right of ingress to and egress from the Premises for LESSEE, its, employees, customers, guests and other invites.
 - g. **Use of Premises and Airport.** Unless additional rights are granted in a Special Conditions Addendum signed by the parties, the Premises shall be used and occupied by LESSEE, or their ASSIGNEE or SUB LEASEE, solely for the purpose of hangaring and maintaining aircraft owned or leased wholly and exclusively by LESSEE, or their ASSIGNEE or SUB LEASEE. LESSEE is prohibited from conducting aviation or non-aviation related commercial activities on or from the Premises and/or Airport other than those expressly set forth above. Prohibited activities include solicitation, management, booking or otherwise acting as agent for other on-Airport or off-Airport business, whether or not affiliated with LESSEE, without the prior express written consent of the TOWN.
 - h. **Use of Common Airport Facilities.** Subject to the terms and conditions of this Lease, and applicable Minimum Standards, uniform charges, and Town ordinances, if any, LESSEE is granted the use of the Airport, in common with others similarly authorized, together with use of all common aeronautical facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, the landing field, roadways, taxiways, landing lights, beacons, signals, radio aids, and all other conveniences for flying, landings and takeoffs for the purpose of exercising the nonexclusive right to operate on and from the Airport an aircraft hangar facility.
6. Assignment and Subletting
- a. **Assignment and Subletting.** Except as provided in **Paragraph b.** below,

LESSEE shall not at any time assign or sublet its rights or obligations under this Lease or any part thereof without the written consent of the TOWN and to an ASSIGNEE which is financially acceptable to the TOWN, which consent shall not be unreasonably withheld. Only if such an approved assignment is in conjunction with the sale of conveyance to an approved Assignee of all improvements on the Premises, except as provided in **Paragraph b.** below, will LESSEE be released from liability under this Lease. In all other cases, LESSEE shall remain contingently liable for all of LESSEE's obligation under this Agreement. In the event of a proposed sale, the proposed buyer may request the TOWN to consider an extension of the Term of this Lease, which TOWN may grant in its sole discretion. Notwithstanding the foregoing, no consent of TOWN shall be required in connection with a transfer of the assets and or reorganization.

- b. **Hangar Rental and Condominium Development.** Notwithstanding the above, LESSEE may sublet hangar space or individual hangars without the prior consent of the TOWN. LESSEE may also sell hangar condominium interests in the hangar without the prior consent of the TOWN, provided, the LESSEE provides the TOWN and maintains a current list of names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers and subtenants or purchasers agree in writing to abide by all terms and conditions of this lease, and that such hangar is first conveyed to a hangar owners' association, and is subject to a recorded condominium map, and declaration of covenants and restrictions, which are first approved by the TOWN. In such event, the parties agree to execute such documents as may be necessary to carry out the intent of this **Paragraph b.** Nothing set forth herein shall constitute a waiver by the TOWN of its authority over any condominium or other land use applications LESSEE is required to submit to the Town for review under applicable Town resolutions, ordinances, or other legal authority. Nothing set forth in this Agreement shall be deemed to bind the TOWN in the exercise of its municipal police powers or other governmental function or authority, or grant LESSEE a separate contractual cause of action against the TOWN for any actions taken by the TOWN in the exercise of its municipal police powers or other governmental authority.
7. Minimum Standards. For the conduct of its business on the Airport, the LESSEE covenants that it is at the time of execution of this Agreement, and will be throughout the duration of this Agreement, in compliance with the Airport Minimum Standards ("Minimum Standards"), including the Airport Rules & Regulations as approved by the TOWN. The Minimum Standards are incorporated herein by reference and a copy of the current Minimum Standards may be obtained from Airport Administration. The LESSEE agrees to comply with the provisions of amendments to the Minimum Standards as may be amended by the TOWN from time to time during the Term of this Agreement.

Notwithstanding any other provision set forth herein, non-compliance with the Minimum Standards as they exist at the time of execution or as they may be amended from time to time, shall constitute grounds for termination of this Agreement by the TOWN following written notice and a reasonable cure period.

8. Ownership of Building, Reversion, or Removal. The structures and improvements including fixtures, constructed, and installed by LESSEE on the Premises shall remain the property of the LESSEE until the termination of this agreement. Upon termination of this agreement, whether at the expiration of the term, or earlier in the event of default or purchase, TOWN may require LESSEE or its ASSIGNEE'S to:
 - i. Remove the structures, including all fixtures and the like attached thereto, and any other improvements installed by LESSEE within one hundred twenty (120) days after termination, at LESSEE's expense; or
 - ii. Leave the structures on the premises which any and all structural property reverts to the TOWN; or
 - iii. Sell the business and all structures and improvements to an interested buyer in which the buyer and TOWN will negotiate a new Agreement.

9. LESSEE's Obligation for Utilities, Taxes, and Special Assessments. It is expressly understood that TOWN is under no obligation, nor will at any time be under any obligation whatsoever, to furnish any labor, materials, work, heat, electricity, water, gas or services, utility, or otherwise, to LESSEE and the LESSEE shall be solely responsible for the payment of all utility charges. In addition, LESSEE shall be responsible for, and shall pay any and all taxes imposed on the Leasehold interest pursuant to Colorado law. Payment of any special assessments attributable to the Premises shall be LESSEE'S responsibility.

10. Quiet Enjoyment. The TOWN covenants with the LESSEE that upon performing the obligations herein provided on its part to be performed, the LESSEE shall have quiet enjoyment and peaceful possession of the Premises during the term of this Agreement or an extension thereof.

11. Law Governing/Compliance with Laws. All provisions hereof, and words and phrases used herein, shall be governed and construed under the laws of the state of Colorado; LESSEE shall comply with all applicable laws, ordinances, rules, and regulations of the Federal Aviation Administration, the Department of Homeland Security, the TOWN of Buena Vista, Colorado, and any other governmental entity or agency having jurisdiction over the Premises.

12. Insurance, Liability, Indemnity, and Waiver of Subrogation.

- a. **Insurance on Building.** LEESEE agrees to provide an insurance policy on the building at its full replacement cost, protecting against fire and other hazards including an extended coverage rider. TOWN shall not be obligated to provide an insurance coverage nor shall TOWN be liable for any of LEESEE's personal property, contents or fixtures within the building. LEESEE has been advised to seek its own insurance for such items.
- b. **Liability Insurance.** LEESEE shall keep in full force and effect, throughout the term of this Lease, at its sole expense, a liability insurance policy providing protection against claims for injuries, death or property damage occurring on the Leased Premises. All insurance premiums for the coverage shall be paid by LEESEE. The limits of the liability shall not be less than for the type of activity taking place on the Leased Premises.
- c. **Additional Requirements Regarding Liability Insurance Policies.** As to all policies of insurance issued in compliance with **Paragraph b.** above: **(a)** TOWN shall be listed as an additional insured, the policies shall require 30 days notification to the TOWN in the event of intended cancellation by the insurer, **(b)** if requested by TOWN, LEESEE shall provide evidence of payment of premiums, and **(c)** LEESEE shall provide TOWN with a true copy of all such policies:
- d. For, and in consideration of the execution hereof, the TOWN hereto does herein and hereby release and relieve LESSEE and waive the TOWN'S entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning and other perils included in the All Risk property insurance coverage endorsement to the extent that said claims, actions, damages, liability and expense are covered by insurance of LESSEE, whether due to negligence of LESSEE, its agents, or employees or otherwise so coverable by insurance.
- e. LESSEE agrees to indemnify and hold harmless the TOWN and its officers, insurers, volunteers, representative, 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 Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of LESSEE, any subcontractor of LESSEE, or any officer, employee, representative, or agent of LESSEE, or which arise out of a worker's

compensation claim of any employee of Consultant or of any employee of any subcontractor of LESSEE. LESSEE's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to LESSEE, any subcontractor of LESSEE, or any officer, employee, representative, or agent of LESSEE or of any subcontractor of LESSEE

13. Rules and Regulations. LESSEE hereby agrees to observe and obey all rules and Regulations promulgated, from time to time, by TOWN governing conduct on and operations at the Airport and use of its facilities except that TOWN agrees that any such rules and regulations so promulgated shall not be inconsistent with any legally authorized rule or regulation of the FAA that may be binding on the TOWN. This will include, but not be limited to, any rule or regulation concerning the ground rent provided herein being credited by any percentage paid by a fixed-base operator.
14. TOWN Operates Airport. Nothing in this Agreement shall be construed to prevent TOWN from taking any action it considers necessary to protect the aerial approaches to its Airport from obstructions, or to keep TOWN from preventing LESSEE from erecting, or permitting to be erected on the leased premises, any building, structure or obstruction which, in the opinion of TOWN, would limit the usefulness of the Airport or constitute any kind of a hazard to aircraft.
15. LESSEE'S Personnel and Invitees. It is expressly understood that the operations of LESSEE, its personnel and invitees shall be conducted in an orderly and proper manner, and so as not to annoy or be offensive to others at the Airport, and TOWN shall have the right to complain to LESSEE as to the demeanor, conduct, and appearance of LESSEE's personnel and those doing business with them, whereupon LESSEE will take all steps necessary to remove the cause of the complaint.
16. Condition of Premises – Acceptance and Vacation. LESSEE acknowledges that the Premises is accepted as vacant, and in good order by the LESSEE, in the condition in which it now is, and that the LESSEE will not do or permit anything to be done which would deface, damage, or deteriorate the value thereof, and LESSEE agrees that it will leave the Premises in a condition satisfactory to TOWN if and when it vacates said Premises. LESSEE shall keep the Premises clean and shall dispose of all debris and other waste matter which may accumulate in acceptable containers, with proper covers, for waste within the building or buildings, on said Premises.

17. Termination, Surrender, and Damages.

- a. **Termination by Lessee.** Lessee shall have the right, upon written notice to the TOWN, to terminate the Lease (a) upon one year's notice, or (b) upon the happening of one or more of the following events if said event or events shall then be continuing:
 - i. Due to no fault of LESSEE, the issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by LESSEE of all or any substantial part of the Premises, or preventing or restraining the use of the Airport for normal airport purposes or the use of any part thereof which may be used by LESSEE and which is necessary for the viability of LESSEE's facilities on the Airport, which remains in force for a period of at least 90 days;
 - ii. If the TOWN shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it under this Lease and shall fail to cure said default within 60 days following receipt of written demand from LESSEE to do so;
 - iii. Due to no fault of LESSEE, if all or a material part of the Airport shall be destroyed by fire, explosion, earthquake, or other casualty, or acts of God or a public enemy; or
 - iv. If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with the viability of the LESSEE's facilities on the Airport for a period of sixty (60) consecutive days or more.

- b. **Termination by TOWN.** The TOWN shall have the right to terminate this Lease only in the event of any of the following:
 - i. Breach by LESSEE of its payment obligations under this Lease, or any amendment or addendum hereto, and failure of LESSEE to cure such breach within 30 days after delivery of written notice.
 - ii. Default in the performance of any material covenant or agreement in this Lease required to be performed by LESSEE, other than payment obligations, and the failure of LESEE to remedy such default for a period of 60 days after receipt from the TOWN of written notice to remedy the same; provided, if the nature of the remedy shall reasonably require more than 60 days, LESSEE shall not be in default hereunder if LESSEE commences the remedy within such 60-day period and thereafter diligently pursues such remedy to completion, provided that in no event shall LESSEE have more than 120-days to cure its default, unless this time period is extended in writing by the TOWN.

- c. In the event suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of the breach of any other covenant herein contained on the part of LESSEE to be kept or performed, and a breach shall be established, LESSEE shall pay to TOWN all expenses incurred therefor, including a reasonable attorney's fee, together with interest on all such expenses at the rate of 18% per annum from the date of such breach of the covenants of this Agreement.
 - d. LESSEE waives any demand for possession of the demised premises, and any demand for payment of rent and any notice of intent to re-enter the demised premises, or of intent to terminate this Agreement, other than the notices above provided in this Article, and waives any and every other notice or demand prescribed by any applicable statutes or laws.
 - e. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to TOWN or LESSEE shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.
 - f. All monies due under this Agreement from LESSEE to TOWN shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 18% per annum until paid.
18. Airport Development. TOWN reserves the right to further change, develop or improve TOWN property at the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance.
19. Airport Maintenance and Snow Cleaning. TOWN reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair TOWN property at the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the LESSEE in this regard. TOWN agrees to use reasonable efforts to keep the aircraft landing and parking areas reasonably clear of snow and within ten feet (10') of any leased structure. Without limiting the foregoing obligations, LESSEE shall not store any inoperable equipment unless undergoing maintenance or reconstruction. Unsightly materials not being used or that create a hazard shall be discarded or removed.
20. Event of War or National Emergency. During time of war or national emergency TOWN shall have the right to Agreement the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the government, shall be suspended.

21. Agreement Subordinate to United States Government Requirements. This Agreement shall be subordinate to the provisions of any existing or future agreement between TOWN and the United States, relative to the development, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
22. LESSEE'S Business on Airport. To the extent permitted by this Agreement, the LESSEE, on the Premises, shall be diligent in the prosecution of the LESSEE'S business on the said Premises, and will do those things necessary and proper to serve the public fairly in the fields of commercial activities engaged in by the LESSEE, and the LESSEE will conduct its business in such a manner as will not reflect discredit upon the TOWN or cause the TOWN loss or damage. The TOWN will conduct its business in such a manner as to not reflect discredit upon the LESSEE or cause the LESSEE loss or damage. However, no provision of this Agreement shall be construed to give the TOWN power to determine charges or prices to be charged by the LESSEE for goods or services delivered or sold by the LESSEE, but it is understood and agreed that said charges and prices shall not be dissimilar to generally accepted good practice on similar Airport in this area. LESSEE agrees to furnish good, proper and efficient service adequate to meet all the demands for its service at the Airport, to furnish said service at fair, reasonable and non-discriminatory prices as to each unit of sale or service; provided, however, that LESSEE may make reasonable and non-discriminatory discounts, rebates or other similar type of price reduction to volume purchasers.
23. Federal Aviation Regulations – Discrimination. It is expressly understood by LESSEE and agreed between the parties that:
- a. Nondiscrimination Regarding USDOT Programs. LESSEE for itself, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all applicable requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
 - b. Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities. LESSEE for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person

on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and Premises, or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and in compliance with all other applicable Laws and Regulations, and shall obtain such compliance from any sub lessees or other parties holding lower tier agreements.

- c. Affirmative Action. LESSEE assures that it, and/or SUB LESSEE, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to insure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered.
- d. Human Rights Law. LESSEE agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions, and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.
- e. Enforcement. In this connection, the LESSOR reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.
- f. Non Exclusive Rights. It is hereby specifically understood and agreed between the parties that nothing herein contained shall be construed as granting or authorizing the granting of exclusive rights to LESSEE or others, as defined in Section 308 of the Federal Aviation Act of 1958, as amended.
- g. Agreement Preserves Compliance. This Agreement shall be interpreted to preserve LESSOR's rights and powers to comply with Federal and other governmental obligations.
- h. Subordination to Authority's Government Commitments. This Agreement is subordinate to the provisions of any agreements between the TOWN and the United States or other governmental authority (regardless of when

made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of LESSOR entering any agreement or participating in any program applicable to the Airport, LESSEE agrees to consent to any such regulated modification.

24. Short Form of Lease. The parties hereby agree to execute a short form of Lease referring to this Lease and suitable for recording.

25. Notices.

- a. All payments, demands, and notices required herein shall be deemed to be properly served if sent by regular, certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto or through electronic payment or confirmed electronic notification. Until hereafter changed by the parties, in writing, notice shall be addressed as follows:

TOWN: Town of Buena Vista
210 East Main Street
P.O. Box 2002
Buena Vista, Colorado 81211

LESSEE: M & E Rental Properties, LLC
30670 County Road 371
Buena Vista, Colorado 81211

- b. The date of service of such notice shall be the date such notice is deposited in a post office of the U.S. Post Office Department.
- c. Any substitute address will be the address furnished by each party to the other by giving notice in the manner proscribed herein.

26. Paragraph Headings. Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

27. Approval or Consent by TOWN. Where consent or approval is required (except where clearly stated otherwise), such consent or approval shall not be unreasonably withheld by the TOWN.

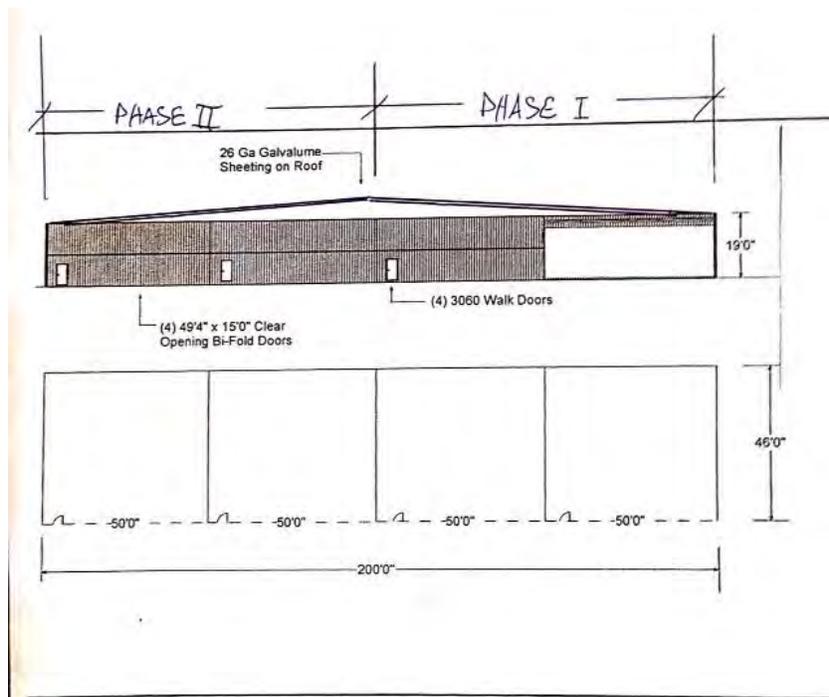
28. Time of the Essence. Time is of the essence in all provisions of this Lease.

29. Governing Law. Colorado law will be referred to in the interpretation and construction of this Lease and the resolution of all disputes hereunder.
30. Governmental Immunity. The TOWN and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or 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, attorneys or employees.

EXHIBIT B



Above photo is an example of completed four unit hangar which include phase one (approximately 4600 square feet) and phase two (approximately 4600 square feet). Phase one (two 50' wide units, for a total of 100' wide x 46' deep with 14' high door opening) would be represented by the right side one half of building shown. Phase two (approximately 4600 square feet) would be represented by the two hangers on the left.





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

DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

SUBJECT: Should the Board of Trustees approved adoption of Ordinance #16 entitled "AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE BUENA VISTA MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE XVI WITHIN CHAPTER 2 TO ADDRESS EMERGENCY MANAGEMENT PROCEDURES AND MAKING OTHER RELATED REVISIONS."?

Request

A request is being made to consider an ordinance amending Chapter 2 of the municipal code to develop guidelines for emergency management procedures when an emergency is declared.

Overview

Town does not have procedures to address emergency management protocols in the municipal code. The proposed draft ordinance ensures that the staff and trustees are prepared to address an emergency event and to consider the best course of action to address issues. A draft of the ordinance was presented on July 26 for review. The next steps are to finalize the amendment.

Analysis

The ordinance accomplishes the following:

- Defines what constitutes a local emergency incident.
- Describes how the organization declares a local emergency.
- Gives certain powers to the town administrator during a local emergency to coordinate and use town resources.
- The ordinance takes precedence over existing town regulations during a declared emergency.

BOT Action

Motion to Approve or Deny adoption of Ordinance #16 entitled "AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE BUENA VISTA MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE XVI WITHIN CHAPTER 2 TO ADDRESS EMERGENCY MANAGEMENT PROCEDURES AND MAKING OTHER RELATED REVISIONS."?

Attachments

- Ordinance # 16

TOWN OF BUENA VISTA, COLORADO

**ORDINANCE NO. 16
(SERIES OF 2016)**

AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE BUENA VISTA MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE XVI WITHIN CHAPTER 2 TO ADDRESS EMERGENCY MANAGEMENT PROCEDURES AND MAKING OTHER RELATED REVISIONS.

WHEREAS, the Town may face, from time to time, unforeseen emergencies that will make it difficult, if not impossible, to operate the Town in its normal manner;

WHEREAS, it is deemed in the best interest of the Town to establish certain emergency policies and procedures necessary to maintain the public safety, health and welfare;

WHEREAS, in the interest of being prepared for emergencies, the Board of Trustees wishes to establish the following procedures to ensure the Town is prepared to continue to operate effectively during emergencies when there will be no time to consider appropriate procedures.

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

Section 1. Article II within Chapter 2 of the Buena Vista Municipal Code, Section 2-22, is amended by the addition of subsection (d), which shall read as follows:

(d) The Mayor shall exercise such emergency powers during a declared state of local emergency as may be granted by the Board of Trustees pursuant to Article XVI, Chapter 2.

Section 2. Article III within Chapter 2 of the Buena Vista Municipal Code, Section 2-48, is amended by the addition of new subsection (12), which shall read as follows:

(12) To declare and administer a local emergency pursuant to Article XVI, Chapter 2.

Section 3. The Buena Vista Municipal Code is amended by the addition of a new Article XVI within Chapter 2, which shall read as follows:

CHAPTER 2 – Administration and Personnel

ARTICLE XVI – Emergency Management

Sec. 2-320. - Purpose and intent.

(a) The purpose of this chapter is to provide for continuity and efficient operation of local government in times of emergency.

- (b) This chapter provides the necessary organization, powers and authority to enable a timely and effective use of all available resources to prepare for, respond to and recover from civil emergencies, emergencies or disasters that are likely to affect the health, security, safety or property of Town residents.
- (c) The Town Administrator, or in the Board's discretion, the Mayor, shall declare, manage and end an officially declared state of civil emergency, emergency or disaster.
- (d) All the provisions of this chapter are to be interpreted and enforced in a manner that is consistent with the Constitution of the United States, with the Constitution of the State of Colorado, and with Colorado law on Emergency Management, C.R.S. § 24-33.5-701, *et seq.*, as amended.

Sec. 2-321. – Definition.

As used in this Chapter, local emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons or property within the Town, including, without limitation, fire, flood, wind, storm, earthquake, epidemic, infestation, explosion, aircraft crash, air pollution, hazardous substance incident, oil spill or other contamination of air or water requiring immediate action to avert danger or damage, water or power shortage, drought, civil disturbance, condition of riot or insurrection, hostile military or paramilitary action, or any other declared disaster that requires the aid and assistance of outside, local, state or federal agencies.

Sec. 2-322. – Declaration and Term of Local Emergency.

- (a) The Town Administrator may declare a local emergency pursuant to C.R.S. § 24-33.5-709, when the Town Administrator determines that there is reasonable cause to believe that the Town, or any part of the Town, is suffering from, or is in imminent danger of suffering from, an emergency, and that a declaration of emergency is required to avoid or mitigate serious injuries to members of the public or the loss of life or property. However, the power to declare a local emergency is subject to the power of the Board of Trustees to determine, by appropriate motion and vote, that the Mayor, instead of the Town Administrator, shall declare the local emergency or exercise the powers enumerated in Sec. 2-323 below to administer the emergency.
- (b) Any declaration of a local emergency shall be promptly filed with the Town Clerk, delivered to the Chaffee County Sheriff, and forwarded to the State Office of Emergency Management. As soon as possible thereafter, the Town Administrator shall notify the Board of Trustees and the County Clerk. The public shall also be notified promptly through general dissemination to the news media, posting on the Town website and by the

use of other means of communication appropriate for informing the general public.

- (c) No declaration of local emergency may exceed forty-eight (48) hours from the time of declaration or the conclusion of the local emergency, whichever occurs first. Upon declaration of a second or further emergency, the emergency powers set forth herein may be exercised during such further emergency period, but never for more than forty-eight (48) hours in one (1) declared emergency period. No declared local emergency shall extend beyond the next regular or special meeting of the Board of Trustees unless, at such meeting, the declaration of emergency is specifically approved for a longer duration by resolution of the Board of Trustees.
- (d) Upon declaration of a local emergency, the Board of Trustees shall assemble as soon as possible after the declaration of local emergency to review or continue the local emergency declaration. Such meeting may be held with less than twenty-four (24) hours notice but in all other respects, shall be held in compliance with the Colorado Open Meetings Law. However, the Board of Trustees shall meet, in any event, no later than seven (7) days following the initial declaration of local emergency unless the nature of the local emergency makes such a meeting impossible, in which case the Board of Trustees shall meet as soon as is feasible thereafter.
- (e) Any official act or meeting that must ordinarily be performed at regular or specified locations shall be valid when performed at a temporary location pursuant to this section or remotely pursuant to the Town's Remote Participation Policy.

Sec. 2-323. – Powers.

Upon the issuance of a declaration of local emergency, the Town Administrator shall, upon a finding of need, issue such orders as may be required to protect the health, safety, and welfare of persons or property within the Town or to otherwise preserve the public peace or abate, clean up, or mitigate the effects of any local emergency. Such orders, once issued, may be changed from time to time during the period of the declared local emergency based upon the discretion of the Town Administrator and may include, without limitation, orders to accomplish the following objectives:

- (1) To call upon regular and auxiliary enforcement agencies and organizations within or without the Town to assist in preserving and keeping the peace and the preservation of life and property of the citizenry of the Town.

- (2) To close streets, sidewalks and parks and to delineate areas within the Town wherein an emergency exists.
- (3) To impose a curfew upon all or any portion of the Town, thereby requiring all persons in such designated curfew areas to immediately remove themselves from the public streets, alleys, parks or other public places; provided, however, that professionals providing medical services, utility personnel maintaining essential public services, firefighters, police and such other enforcement officers and personnel authorized or requested by the Town may be exempted from such curfew.
- (4) To order the closing of any business establishments within the Town for the period of the emergency.
- (5) To appropriate and expend funds, execute contracts, authorize the acquisition of property, equipment, services, supplies, and materials on the open market at not more than commercial prices without the strict compliance with normal Town procurement procedures. The purchasing and contracting procedures set forth by administrative procedure or regulation, including the limits on the authority of the Town Administrator to enter into contracts, if any, shall be automatically suspended in the event of an official declaration of a local emergency. Such suspension shall occur without the need for any formal action by the Board of Trustees.
 - (a) The Town Administrator's authority to approve contracts during a local emergency shall be limited to contracts that are reasonably related to the local emergency and in an aggregate amount not to exceed seventy-five thousand dollars (\$75,000.00). The temporary suspension shall remain in effect for the duration of the declared local emergency unless earlier terminated by action of the Board of Trustees.
 - (b) If such powers are exercised during a local emergency, the Town Administrator shall provide to the Board of Trustees a summary of all contracts approved, including the name of the contractor, amount of the contract and purpose of the contract, on a daily basis.
- (6) To hire or contract for construction, snow removal, engineering, architectural, building, electrical, plumbing, or other professional or construction services essential to continue the activities of the Town without the advertising of bids or strict compliance with other formal procurement requirements.

- (7) To close or cancel the use of any Town-owned or operated building or other public facility.
- (8) To control, restrict, allocate, or regulate the use, sale, production, or distribution of food, water, clothing, and other commodities, materials, goods, services, and resources;
- (9) To issue administrative regulations and procedures necessary and consistent with the Chapter.
- (10) To suspend or modify provisions of any ordinance if strict compliance with such ordinance would prevent, hinder, or delay action that is necessary to cope with the local emergency.
- (11) To do any and all acts necessary and incidental to the preservation of life, limb and property within the Town.

Sec. 2-324. – Conflicting ordinances, orders, rules and regulations suspended.

Any orders, rules and regulations promulgated during a proclaimed state of local emergency shall take precedence over existing ordinances, rules and regulations if a conflict arises.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this 10th day of August, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

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: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator
SUBJECT: TOWN ADMINISTRATOR REPORT

Administration

Reminders:

- August 12 – Upper Arkansas River Basin Water Festival at the Riverside Park in Salida.
- August 30 – Save the Date: Intergovernmental Meeting in the evening.

The Center for Priority Based Budgeting (CPBB) conference was held August 2 – 4 and staff was in attendance. Staff is working to bring many of the tools that the CPBB has to offer to communities to the Town of Buena Vista. The town has already implemented tools like fiscal health. The next steps are to implement OpenGov that serves as a fiscal dashboard for the organization and community.

The airport has started implementing the recommendations that resulted from the marketing plan completed in 2015. Staff will start the process of developing an airport specific website as well as swag and brochures to hand out to pilots at conferences. The goal is to increase traffic at the airport.

Staff is contracting with Shannon Daily to assist with analytical projects. She was the graduate student that completed the compensation and classification study. Her first project will be to develop a comprehensive airport operations pro-forma that will be completed in the fall.

Staff has wrapped up all requests and has started the process of balancing the budget. There are twice as many requests compared to previous years. Every year staff and trustees host a budget work session in September. The purpose is to give the board a preview of the proposed 2017 budget. Staff is proposing the following dates for the board to choose from:

- Monday, September 26 at 5:30 PM
- Tuesday, September 27 at 5:30 PM
- Thursday, September 29 at 5:30 PM

Recreation, Events, Trails, & Tourism

The FronTerra Group that is working on the park designs has scheduled public input meetings August 15 – 16. The Recreation Advisory Board as well as the public will have a chance to give input on the park designs.

CBS Sports began their film production the first week of August and covered the Vertex Musical Festival. The next steps are to prepare a short and long commercial that we will see this fall.

Despite the rain, the first annual town picnic went well. About 25 people showed up with their families and friends.

Events

- August 12 – 13 is Gold Rush Days.

Trails

- Staff met with the BLM to discuss the next steps of developing trails that connect the Midland Hills Bridge to Barbara Whipple and C.R. 304. Town will begin the survey and proposed design this fall. The BLM is working on the environmental assessment for the project. Progress will begin next fall.

Upper Arkansas Water Conservancy District, Augmentation Plan, and Water Planning

The Town is partnering with the Upper Ark and several jurisdictions to produce the second phase of the water balance study. This project analyzes ground water, aquifers, and underground water storage in the Upper Arkansas Basin.

Main Street & Creative District, Community/Economic Development Initiatives

After receiving the REDI grant award for an economic vitality study, the board will see a contract with DOLA in August. While staff is waiting to finalize contracts, the Economic Vitality Advisory Board will give input on various aspects of a potential RFP.

Staff is meeting with DOLA on August 10 to work on the broadband project grant that town applied for in April. Although staff has not been notified of an award, this meeting could lead to an award. If the town is not awarded a grant, staff will scale the project to make it more affordable.

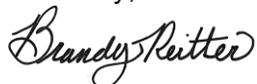
The Town of Buena Vista is kicking off the Blueprint 2.0 programs in September. The first event that is being scheduled is for Build a Better Business Brand in September. Staff plans to reach out to the community for input to ensure that the community understands the benefits and recommendations made by the state.

Staff is meeting with the BV Main Street Board of Directors to discuss a potential Downtown Development Authority (DDA). This was recommended by the Downtown Colorado, Inc. Assessment and is an important economic development strategy.

A draft of the Chaffee County Housing Needs Assessment is completed and is being reviewed by the committee in order to finalize the document. A presentation will be made by the consultant EPS at the Intergovernmental Meeting at the end of August.

This concludes my report. If you have any questions please let me know.

Sincerely,



Brandy Reitter, Town Administrator
Town of Buena Vista, CO



Town of Buena Vista

Post Office Box 2002

Buena Vista, Colorado 81211

Phone: (719) 395-8643

Fax: (719) 395-8644

DATE: August 10, 2016
TO: Mayor and Board of Trustees
FROM: Michelle Stoke, Town Treasurer

AGENDA ITEM: Treasurer's Report

Budget and the Chart of Accounts

The Budget process is in full swing and we are well underway. We will be bringing the first draft of the budget to you in the next couple of months.

Brandy and I have discussed reworking the chart of accounts for the finance software as a project to pursue in 2017. However, during the process of discussing the budget with each department head, it became apparent that we needed to do this rework now so that the budget items and the actual accounts matched up in 2017. So I am hard at work creating a "bridge" document to show the changes in the chart of accounts and will incorporate that into the budget process.

Town Expenditures

Since the July 26, 2016 report, the Town has issued:

- 152 Accounts Payable checks for Town expenditures for a total of \$369,210.81.
- ACH withdrawals to the IRS, FPPA, and Colorado Department of Revenue for \$23,460.24 for the pay period ending 7/16/2016.
- Net payroll of \$63,549.62 for the same 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 -	\$ 111,807.02
• Water Fund -	\$ 142,139.70
• Capital Improvement -	\$ 126,644.42
• Airport Enterprise Fund -	\$ <u>12,079.91</u>
• Total all Funds -	\$ <u>392,671.05</u>

Large expenditures this period:

-Hoffman, Wilson, Parker & Carberry for \$10,052.98 for Attorney Fees mostly for the Board meetings and Planning.

Buena Vista: 8,000 feet above average

- Miles Construction for \$64,753.50 for the final pay application on the Tee Rd/Ivy League Water line.
- National Car Charging for \$26,797.00 for the installation of the electric vehicle charging stations. \$12,500.00 will be paid back as a grant reimbursement.
- Wells Fargo Bank for \$45,834.57 for the semi-annual debt service on loan.
- Wright Water Engineers for \$10,075.65 for monthly water engineering services.
- CEBT for \$39,361.01 for Medical insurance for employees. Check includes both employees and Town's portions.
- Chaffee County Treasurer for \$5,402.61 for second half of previously assessed real estate taxes on Carpenter and Mandes lots purchased by the Airport.
- Going Green/K-Lawn for \$5,740.25 for fertilizer applied to landscaping and parks.
- Miles Construction for \$90,436.55 for the Rodeo Road Trail paving.
- Motorola Solutions for \$9,100.00 for radios for the Police Department.

This concludes my report at this time.

Michelle Stoke, CPA
Treasurer



Town of Buena Vista

Fund Balance Report

As Of 08/03/2016

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
01 - General Fund	1,795,650.31	1,896,356.23	2,006,674.55	1,685,331.99
02 - Water Enterprise Fund	6,719,421.03	553,704.22	710,654.65	6,562,470.60
03 - Capital Improvement Fund	973,053.65	190,190.91	297,719.93	865,524.63
04 - Conservation Trust Fund	73,615.73	17,094.72	0.00	90,710.45
07 - Airport Enterprise Fund	3,079,434.91	336,739.82	267,554.55	3,148,620.18
Report Total:	12,641,175.63	2,994,085.90	3,282,603.68	12,352,657.85



General Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 07/31/2016

Department	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
100 - General Government	1,695,625.82	1,695,625.82	267,265.03	1,708,207.44	-12,581.62
120 - Town Clerk	15,842.68	15,842.68	853.25	10,851.50	4,991.18
125 - Municipal Court	23,367.33	23,367.33	3,674.35	24,414.07	-1,046.74
210 - Police Department	1,009.82	1,009.82	0.00	4,935.00	-3,925.18
230 - Volunteer Fire Department	6,589.03	6,589.03	0.00	220.00	6,369.03
310 - Planning (Development)	65,336.67	65,336.67	3,665.31	52,055.55	13,281.12
320 - Community Center	4,277.56	4,277.56	2,452.50	5,860.00	-1,582.44
410 - Public Works	6,022.73	6,022.73	115.00	2,170.00	3,852.73
415 - Street Maintenance	472.29	472.29	90.00	570.00	-97.71
510 - Parks Department	4,941.65	4,941.65	1,910.00	15,129.50	-10,187.85
515 - Rodeo Grounds	320.67	320.67	0.00	120.00	200.67
520 - Cemetery	4,341.12	4,341.12	3,710.00	9,445.00	-5,103.88
550 - Recreation Department	23,251.06	23,251.06	4,000.92	58,172.17	-34,921.11
Revenue Total:	1,851,398.43	1,851,398.43	287,736.36	1,892,150.23	-40,751.80
Expense					
100 - General Government	0.00	0.00	0.00	49.01	-49.01
110 - Mayor & Board of Trustees	28,668.50	28,668.50	7,442.80	30,290.39	-1,621.89
115 - Elections	2,822.19	2,822.19	0.00	4,211.54	-1,389.35
120 - Town Clerk	57,816.57	57,816.57	5,947.12	44,247.61	13,568.96
125 - Municipal Court	42,144.69	42,144.69	8,280.39	41,147.64	997.05
130 - Town Administrator	200,758.74	200,758.74	50,272.20	256,519.92	-55,761.18
135 - Financial Administrator	114,012.71	114,012.71	14,384.12	109,785.67	4,227.04
140 - Town Hall Operations	17,924.55	17,924.55	2,525.81	10,656.52	7,268.03
150 - Public Support	379,156.26	379,156.26	16,506.27	63,746.90	315,409.36
160 - Information Technology	49,482.30	49,482.30	6,483.30	51,508.85	-2,026.55
210 - Police Department	495,567.45	495,567.45	76,986.44	514,243.79	-18,676.34
220 - Public Safety Complex	12,184.69	12,184.69	499.29	7,150.21	5,034.48
230 - Volunteer Fire Department	127,686.23	127,686.23	18,555.93	138,522.14	-10,835.91
310 - Planning (Development)	203,370.86	203,370.86	29,745.17	194,296.46	9,074.40
320 - Community Center	19,183.78	19,183.78	1,379.05	8,106.15	11,077.63
330 - BTV - Public Access Television	4,424.00	4,424.00	0.00	3,000.00	1,424.00
410 - Public Works	213,806.11	213,806.11	32,053.99	224,509.95	-10,703.84
415 - Street Maintenance	6,543.53	6,543.53	341.56	7,428.62	-885.09
510 - Parks Department	121,764.16	121,764.16	27,256.96	99,808.51	21,955.65
515 - Rodeo Grounds	1,282.89	1,282.89	312.70	787.12	495.77
520 - Cemetery	6,258.84	6,258.84	1,709.53	3,743.04	2,515.80
550 - Recreation Department	109,124.40	109,124.40	19,081.96	108,570.83	553.57
Expense Total:	2,213,983.45	2,213,983.45	319,764.59	1,922,330.87	291,652.58
Total Surplus (Deficit):	-362,585.02	-362,585.02	-32,028.23	-30,180.64	-332,404.38



Town of Buena Vista

Capital Improvement Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 07/31/2016

Obj Category	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
31 - Taxes	201,472.67	201,472.67	32,569.43	188,237.50	13,235.17
36 - Park & Facility Fees	2,915.50	2,915.50	0.00	0.00	2,915.50
37 - Grants / Donations / Refunds / Misc	144,324.25	144,324.25	0.00	1,953.41	142,370.84
38 - Transfers to / From Funds	154,521.50	154,521.50	0.00	0.00	154,521.50
48 - Capital Improvements	205,279.76	205,279.76	0.00	0.00	205,279.76
Revenue Total:	708,513.68	708,513.68	32,569.43	190,190.91	518,322.77
Expense					
16 - Depreciable Assets	11,137.21	11,137.21	9,100.00	9,100.00	2,037.21
46 - Debt Service	145.74	145.74	0.00	250.00	-104.26
48 - Capital Improvements	892,825.71	892,825.71	120,020.63	288,369.93	604,455.78
Expense Total:	904,108.66	904,108.66	129,120.63	297,719.93	606,388.73
Total Surplus (Deficit):	-195,594.98	-195,594.98	-96,551.20	-107,529.02	-88,065.96



Town of Buena Vista

Airport Enterprise Fund Income Statement Group Summary

For Fiscal: 2016 Period Ending: 07/31/2016

Obj Category	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
33 - Charges for Services	249,646.88	249,646.88	14,919.04	162,755.92	86,890.96
37 - Grants / Donations / Refunds / Misc	424,679.29	424,679.29	0.00	173,983.90	250,695.39
38 - Transfers to / From Funds	187,175.10	187,175.10	0.00	0.00	187,175.10
Revenue Total:	861,501.27	861,501.27	14,919.04	336,739.82	524,761.45
Expense					
41 - Personnel	105,858.83	105,858.83	14,384.53	96,831.23	9,027.60
42 - Supplies	13,406.05	13,406.05	2,361.86	13,445.79	-39.74
43 - Utilities / Insurance	26,273.31	26,273.31	3,724.18	27,419.94	-1,146.63
44 - Services	192,505.25	192,505.25	5,106.45	99,847.09	92,658.16
45 - Capital Outlay	630.77	630.77	0.00	683.89	-53.12
48 - Capital Improvements	509,928.44	509,928.44	9,003.85	21,534.31	488,394.13
Expense Total:	848,602.65	848,602.65	34,580.87	259,762.25	588,840.40
Total Surplus (Deficit):	12,898.62	12,898.62	-19,661.83	76,977.57	-64,078.95

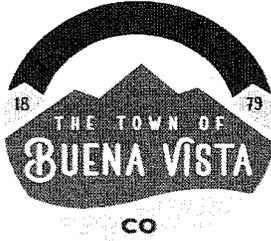


Town of Buena Vista

Water Enterprise Fund Income Statement Group Summary

For Fiscal: 2016 Period Ending: 07/31/2016

Obj Category	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
32 - Licenses & Permits	408.17	408.17	0.00	300.00	108.17
33 - Charges for Services	467,953.43	467,953.43	106,279.71	503,642.33	-35,688.90
36 - Park & Facility Fees	58,705.29	58,705.29	15,300.00	46,500.00	12,205.29
37 - Grants / Donations / Refunds / Misc	471,390.50	471,390.50	81.75	2,793.63	468,596.87
Revenue Total:	998,457.39	998,457.39	121,661.46	553,235.96	445,221.43
Expense					
41 - Personnel	159,178.04	159,178.04	21,628.81	162,313.01	-3,134.97
42 - Supplies	31,662.19	31,662.19	5,000.38	28,700.14	2,962.05
43 - Utilities / Insurance	15,918.63	15,918.63	3,669.46	15,397.86	520.77
44 - Services	55,702.85	55,702.85	12,726.29	67,430.34	-11,727.49
45 - Capital Outlay	9,387.91	9,387.91	1,946.80	61,667.20	-52,279.29
46 - Debt Service	50,357.02	50,357.02	45,834.57	87,169.14	-36,812.12
48 - Capital Improvements	690,681.95	690,681.95	72,861.41	277,127.90	413,554.05
Expense Total:	1,012,888.59	1,012,888.59	163,667.72	699,805.59	313,083.00
Total Surplus (Deficit):	-14,431.20	-14,431.20	-42,006.26	-146,569.63	132,138.43



Town of Buena Vista
Public Works Operations Report
July 2016

Water Department

1. Average Consumption

2014=540gpm
2015=436gpm
2016=609gpm

Average Production

2014= 606gpm
2015= 604gpm
2016= 673gpm

Monthly Loss

2014=11 %
2015= 28%
2016= 10%

Ivy League Internal Loss

2014= Unknown%
2015= Unknown%
2016=38% (630,000 gal)

2. Continue weed eradication at gallery and intake
3. Investigating Prairie Dog eradication techniques
4. Continue analyzing meter reading based water loss analysis
5. Continue Surface Treatment Plant start-up analysis (RG Waterworks)
6. Submitted potential projects to RG and Associates for Project Needs Assessment to obtain State funding for future projects (State Revolving Fund Requirement)
7. Performed 5-meter change-outs
8. Continue hydrant flushing program
9. Continue water loss analysis and investigation
10. Installed 3 new taps

Total New Taps

- 2013-9
- 2014-26
- 2015-15
- 2016-9

11. Monthly required sampling conducted. No issues detected

Street Department

1. Continue street and bike lane striping with new machine
2. ROW mowing as necessary
3. Completed pavement patching calculations for contracted patching-RFP forthcoming
4. Street sweeping as necessary
5. Continue shoulder grading
6. Street grading as necessary

7. Routine maintenance as necessary

Parks Department

1. Routine maintenance and daily trash removal
2. Looking into acquiring materials and volunteers to construct Dog Park shade structures
3. Ordered play structures for Dog Park
4. Mowing as necessary

Building Maintenance

1. Routine janitorial services
2. Continue gathering estimates for blinds and flooring

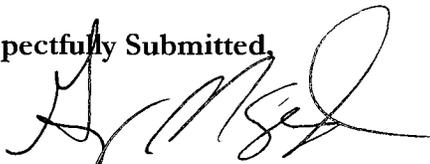
Capital Improvement Projects

- **Tee Road Tie-In**-Project complete. Final pay application forthcoming.
- **Beldan Road Waterline Project**-At the direction of the Board, a revised alignment to allow for on-street parking and sidewalks has been established. Paving will commence in August.
- **Gregg Drive Trail Paving**-Awaiting completion of IGA with CDOT. Work to commence Spring 2017. Possible reallocation of grant funds to Arizona Project to be discussed with CDOT at TPR meeting.
- **Rodeo Road Trail Paving**-Paving completed. Town staff will stripe and sign trail.

Miscellaneous

- HWY 24 construction slated to begin August 8th. Greg will attend weekly status meetings and will keep the board updated on project.
- Thanks to the DOC crews and the Streets Department for helping beautify the railroad lots on Main Street. Their efforts are much appreciated!
- Ivy League water loss discussion concerning significant amounts of accounted for but unbilled water forthcoming.

Respectfully Submitted,



Greg Maggard, Public Works Director