



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

Work Session Regarding University of Colorado Technical Assistance Presentation at 6:00 PM

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 – August 10, 2016
2. Planning & Zoning – August 3, 2016
3. Recreation – July 13, 2016
4. Water – July 20, 2016

B. Should the Board of Trustees approve adoption of Resolution #83 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING MEMBERS OF THE BUENA VISTA HISTORIC PRESERVATION COMMISSION."?

VI. POLICY DISCUSSION – Infrastructure Investments Tools

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 prior to the start of the regular meeting. A response to public comment follows.

VIII. RESPONSE TO PUBLIC COMMENT

IX. BUSINESS ITEMS

A. Introduction of Town of Buena Vista AmeriCorps VISTA (Volunteer In Service to America) Hunter Hovenga.

The Board will meet the newest member to staff, Hunter Hovenga.

B. Infill Infrastructure Presentation.

The Board will review a presentation by property owners for the request to install infrastructure.

This Agenda may be Amended

Posted at Buena Vista Town Hall, www.buenvistaco.gov, Post Office, and Public Library on
Friday, August 19, 2016

- C. Intergovernmental Agreement for Consolidation of Cost Sharing of Dispatch Communication for Chaffee County Communications Center.

The Board will consider a 2015 IGA for dispatch communication services that was supposed to be executed in 2015.

- D. Should the Board adopt Resolution #84, Series 2016, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A GRANT CONTRACT WITH THE COLORADO DIVISION OF LOCAL GOVERNMENT FOR COMPLETION OF AN ECONOMIC VITALITY STRATEGY.**"?

The Board will consider a grant contract to develop an economic vitality strategy for town.

X. STAFF REPORTS

1. Town Administrator
2. Town Treasurer
3. Town Clerk
4. Principal Planner
5. Airport Manager

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 19, 2016



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

August 10, 2016

WORK SESSION – Single Family Equivalency Water Discussion 6:00 PM

Board of Trustee members present for the work session: Mayor Joel Benson, Trustees Lawanna Best, Eric Gibb, Duff Lacy, and Phillip Puckett. Staff present: Town Administrator Brandy Reitter, Public Works Director Greg Maggard, Principal Planner Mark Doering, Fire Chief Dixon Villers, Town Clerk Janell Sciacca, and IT Administrator Larry Deffenbaugh.

Maggard presented stating the presentation sums up where Town is at based on water and infrastructure. SFE or Single Family Equivalency is a unit of measurement of the water use of a typical single family home. It equates water use of a typical single family residential structure, duplex/town home and multi-family unit. The 2012 Water Master Plan concluded the Town had 1,618 SFE which equates to approximately 1.65 people per SFE. Town can accommodate 2,110 SFE based on current infrastructure. With water rights that number increases to 2,705. Since 2012 there have been 54 new taps - 45 residential, 3.2 duplexes totaling 48.2 SFEs. Obligated taps (based on any platted lot in town) is calculated at 823.4. Projections for future SFE are based on a 1.2% conservative population projection and the projections will be fluid due to changing factors. The Board discussed their responsibility of monitoring the obligated taps and the potential of implementing a water impact fee for a water fund that can help pay for water rights. Maggard discussed how the Town can prepare for the future with the addition of wells and water rights. He stated that 1 well producing 150 gpm provides 375 SFEs and 1 additional CFS of water rights equates to 1,115 SFEs, but neither is useful without new and upgraded infrastructure. Reitter reminded the Board that it is very important for Town to diversify its water resources. Benson requested to see for public hearings some kind of SFE information included in the packet reports. After additional discussion, the Board agreed this information could be included in the Public Works Director Monthly Report. The Board discussed tap fees and would like to see information regarding how BV compares to the rest of the State. Staff has been collecting this information and the Board felt providing this information to the public would be beneficial. The Board thanked Staff for the presentation and information and the work session ended at 6.52 PM.

CALL TO ORDER :00

A Regular meeting of the Board of Trustees was called to order at 6:59PM on Wednesday, August 10, 2016, at the Buena Vista Community Center, Pinon Room, 715 E. Main Street, Buena Vista, Colorado by Mayor Benson. Present were Mayor Joel Benson, Trustees Lawanna Best, Eric Gibb, Duff Lacy and Phillip Puckett. Town Staff present were Town Administrator Brandy Reitter, Town Attorney Kathryn Sellars, Principal Planner Mark Doering, Planner I Scott Reynolds, Treasurer Michelle Stoke, Police Chief Jimmy Tidwell, Fire Chief Dixon Villers, Public Works Director Greg Maggard, Assistant to the Town Administrator Emily Katsimpalis, IT Administrator Larry Deffenbaugh and Town Clerk Janell Sciacca.

ROLL CALL :03

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

PLEDGE OF ALLEGIANCE :18

Mayor Benson led the Pledge of Allegiance.

AGENDA ADOPTION :39

Mayor Benson inquired about the order of items related to the purchase and sale agreements with the School District. He felt Ordinance #15 needed to be discussed and approved prior to the Resolution as each references Exhibit A which is the Ordinance/Lease Agreement. The Board agreed to modify the order and consider Ordinance #15 prior to Resolutions #81 and #82.

Motion #1 by Trustee Puckett and seconded by Trustee Lacy to approve the agenda as amended.
Motion carried, 4-0.

CONSENT AGENDA 2:35

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.**"?
- 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.**"?
- 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.**"?
- 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.**"?
- 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.**"?

Lacy noted on page 6 of the July 26 Trustee minutes that the Trustee seconding the motion to adjourn is missing. Puckett wanted to confirm the number of regular members on the Planning & Zoning Commission. Doering was out of the room at the time. Benson stated on the July 26 Trustee minutes that the Board members present did not include Eric Gibb, but Gibb made the motion to approve the agenda so he needed to be added. Doering returned to the room and reported the appointment of Schultz-Writsel results in a full commission.

Motion #2 by Trustee Lacy and seconded by Trustee Best to approve the Consent Agenda as amended. **Motion carried, 4-0.**

POLICY DISCUSSION – Budgeting and Infrastructure Item Review 05:55

Mayor Benson introduced. Gibb stated from a policy position there seem to be two views – development should pay its own way and if areas are platted or roads are on mapped that the Town should be responsible for providing services. His view is that development should pay its own way but the Town should be in a position to incentivize projects within its financial abilities that meet strategic objectives or encourage these objectives. The problem is in the details and the important part is the process of Town deciding which projects get funding should be easy to understand, easy to manage and fair. Prioritization has to strongly consider existing maintenance requirements. Benson felt Gibb did a really good job of summarizing the Board's discussions on this matter. Lacy stated this was the Board's first year using the policy and criteria for rating. He thinks the Board is moving in the right direction and Gibb agreed. Puckett agreed and felt statements in the Comprehensive Plan supported that the community is looking for something in the middle and that development should pay its own way but the Town should look at ways to incentivize and prioritize funding requests. Puckett felt the Board should evaluate how successful it was and whether or not it produced the desired outcome(s). After additional discussion, Benson requested

Staff add a review of the Town's incentive programs and tools to the policy discussion list for an agenda prior to the end of the budget season.

PUBLIC COMMENT 23:48

Jenna Pfingston, 418 Hwy 24 N, buyer of lot on Pinon stated a group of owners would like to present to the Trustees on August 24 regarding the possibility of Town helping them with infrastructure. She also thought the Vertex festival was great. Her business participated teaching YOGA classes and there were several hundred people participating. Her individual experience was amazing and it was a positive place for children during the day.

Mark Krasnow, 429 Cedar St, was with Pfingston requesting to be put on the next agenda. This subject was presented earlier in the year and none of the owners beside the Town Company knew about it or were able to participate in that discussion. Krasnow also attended Vertex and took his kids. It was safe and family friendly with an awesome police presence interacting with the crowd.

Earl Richmond 412 Cedar St, also addressed the Vertex Festival. He felt it was a safe environment and Fire and Police did a good job. He spent a lot of time with locals. Some businesses received free tickets and he heard from those he talked to that it was great and much different than what they thought it would be. Richmond thought it was very interesting that very close to the festival he could not hear the bands, but friends in Game Trail could. He also noted both the performers and participants were diverse in age.

Robbie Johnson, 206 E Main St, also attended Vertex. The site was fantastic and she felt opportunity was missed to showcase the Town. She also felt the Town did not hold Madison House to the approved shuttle route and that buses were diverted through some not as attractive parts of Town.

RESPONSE TO PUBLIC COMMENT 35:38

Mayor Benson thanked everyone for coming out and expressing themselves. The Pinon infrastructure discussion will be on the agenda for August 24. He requested that Vertex comments be emailed to mayor@buenavistaco.gov so he can provide those accurately and to the right people. Vertex was in the County and the Town has only so much say. The shuttle service was changed right before the event. Reitter stated she did reach out to Madison House and they said they would showcase Town. She was told the distributed shuttle map was approved by Town and the Town did not want the shuttles to go down Main Street which was not the case. Reitter will reach out to the County next year to make sure the Commissioners know parts of the contract were not adhered to like the route, number of buses per hour, proposed stops, shuttle site set up and blocking off of public parking. Lacy reminded this was the first year and it was a learning process. He felt there is opportunity next year to let people know there is still room for other events and activities as the Town was not overwhelmed. Puckett felt the emphasis on the shuttles could be better dealt with.

BUSINESS ITEMS

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.”? 40:12

Applicant Erik Rasmussen, 26381 CR 319, stated he is seeking approval to construct an Accessory Dwelling Unit (ADU) in addition to the primary residence that is under construction. The proposed ADU will be a 560 sf 1 bed, 1 bath structure. The intent is for long term rental and he will provide 2 off street parking spots, one for the primary residence and another for the ADU. Rasmussen stated he will adhere to the Town's lighting constraints.

Reynolds presented the Staff Report and reviewed a PowerPoint detailing the specifics of the project. He stated both Staff and Planning Commission were recommending approval with conditions.

Mayor Benson opened the public hearing and there being no one wanting to address the item the public hearing was closed. Lacy inquired why there are two conditions that are covered by the code. Doering replied the conditions are useful during the Certificate of Occupancy inspection process and also when/if

the code requirements change in the future. Puckett agreed with Lacy's comment about adding conditions that are already covered in the code. Doering stated the conditions are extra protection for the Town.

Motion #3 by Trustee Puckett and seconded by Trustee Lacy to approve Resolution #79 as presented. **Motion carried, 4-0.**

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.”? 53:41

Applicant Mary Kale, 642 Cedar Street stated she and husband are seeking a subdivision to create 4 equal lots which will be the best use according to demand and lack of lots and homes available on the east side of Town. They will put in the sidewalk and access will be from the alley with garages on the backside. She stated the alley has several very large boulders so the Town has never made that a true alley and she inquired if they pay for the east sidewalk and the alley, would the Town pay to have the boulders removed. This has been platted since 1879 and is not a new lot.

Reynolds presented the Staff Report and reviewed a PowerPoint presentation detailing the specifics of the project request. Staff and the Planning Commission are recommending approval with conditions. Benson questioned the 25 foot alley requirement and rationale for the 10 foot reduction. Reynolds replied this was a recommendation by Public Works. Gibb asked if there was a concern that the building or occupation will occur before the utility poles are moved. Doering replied that conversation was had with the applicant and they will wait for Sangre De Cristo Electric to pay to move those poles. Gibb stated this might create an inability to use the alley for a period of time. Maggard clarified that completion of the alley would be a condition of certificate of occupancy. Kale stated they will wait and Sangre De Cristo is putting the pole removal in their plan for 2017. They will construct the alley once the poles are moved.

Mayor Benson opened the public hearing. Steve Shelton, 615 Cedar St, came to see what was happening. He signed up to talk in case he had any objections, but everything looks good to him. Mark Krasnow, 429 Cedar St, questioned if it is a redevelopment policy decision from Town to have vehicular traffic cross a sidewalk. Doering believed the intent was to have future users get access from the alley to minimize sidewalk damage and the existing ingresses be allowed to continue as they are. There being no further discussion, the public hearing was closed.

Benson asked if there is a street tree requirement or fee in lieu requirement. Doering replied this is a requirement of new development. Best asked what the protocol for addressing the boulder request is. Gibb stated the Board has to decide if the investment represents an infrastructure investment by the Town that stimulates and/or supports one of the Town's strategic goals like affordable housing or downtown infill. Benson acknowledged the Town put in and paved the 8 foot road and street trees on Evans and then stated at what point does the Town say that is a lot of stimulation. Puckett agreed with Benson and added he did not have any issues with the project or conditions as presented. Lacy echoed all the comments acknowledging a lot of infrastructure work has been done there. In looking at the picture showing the boulders he sees one boulder that could be \$4,000, but is the infrastructure installed already a good trade off. Kale requested to speak and Benson reopened the public hearing. Kale reminded the Board that this address lost access off the public road. The Town took the access and did not create an alley and therefore she felt it was fair to ask to have the boulders removed. The applicants are also going to have to pay to have the sidewalk and asphalt fixed after water line installation because it they were installed before the lots were developed. She felt the request fair and stated they will create a nice alley. Otherwise, Kale thought maybe they should ask for money for the sidewalk. Mayor Benson closed the public hearing.

Motion #4 by Trustee Best and seconded by Trustee Puckett to approve Resolution #80 as presented. **Motion carried, 4-0.**

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.**"? 01:26:07

Reitter presented reviewing the Staff Report along with a map showing the 3 different properties included in the proposed transactions. She reported the School District is comfortable with the agreement language. Benson asked if it is stated somewhere that the Town can still use the property. Sellars replied yes. Puckett questioned blunt language for "baseball and soccer" with no other use. Reitter replied the Town does not want to lease the School District the land and then have the school decide they want to use it for another purpose. The physical purpose has to be maintained. Lacy asked what happens if this implodes. Sellars replied it depends on when it implodes and the Town would potentially have to work with the School District to resolve any issues. Gibb asked when the Town will hear from CHFA. Reitter stated she will be presenting to CHFA later this month and it should be about 30 days after afterwards.

Motion #5 by Trustee Lacy and seconded by Trustee Gibb to approve Ordinance #15 as presented.
Motion carried, 4-0.

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.**"? 01:39:14

Benson provided a brief overview stating this agreement is particular to a Rodeo Grounds parcel and if the vote goes forward and the School takes over the new baseball field this parcel reverts back to the Town. Sellars clarified there are two election cycles and the Town can put this forward at both if necessary, but either way the parcel will revert back if the vote passes. Lacy clarified the reason this is being done is because the School needs assets. Gibb asked if the amount of 40 acres the school gets is dependent upon a future appraisal of the value of the 5 acres in Town. Reitter clarified the assessed value is being used until an official value can be determined and the assessed valuation equates to around 11 acres. Puckett clarified this agreement does not include the official Rodeo Grounds.

Motion #6 by Trustee Gibb and seconded by Trustee Lacy to approve Resolution #81 as presented.
Motion carried, 4-0

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.**"? 01:42:15

Sellars reported the School requested two terms to paragraph 12. One is that the Town shall commence construction of the baseball field based on a design and date mutually agreeable to the parties and the other is that the Town shall only conduct construction activities on the property upon completion of a new baseball field as mutually agreed on by the parties. She stated these are terms from the MOU. Reitter stated the BVSD Attorneys are still looking at this and if there are minor changes those will be made since the Board is allowing the Mayor and Administrator to execute the documents, but any major changes will be brought back to the Board.

Motion #7 by Trustee Gibb and seconded by Trustee Puckett to approve Resolution #82 as amended. **Motion carried, 4-0.**

Ratification of revised Intergovernmental Agreement between the Town of Buena Vista and Chaffee County Regarding County Road 317. 01:45:00

Benson clarified the addition of the wording "although there is no written agreement governing this work" to the end of sections B and C. He requested this wording be added for clarification before signing.

Motion #8 by Trustee Best and seconded by Trustee Puckett to ratify the amended agreement with Chaffee County regarding County Road 317. **Motion carried, 4-0.**

The Board took a break at 8:46 PM and returned to session at 8:52 PM.

Central Colorado Regional Airport Ground Lease Agreement with Mark Godonis. 01:53:21

Reitter presented reviewing the Staff Report. The project aligns with the Airport Master Plan and the applicant will construct 4 hangars. The terms are 25 years with a 15 year extension option and will commence September 1 with a \$25/ft square foot lease fee. There will be a 2% annual increase which was requested by the applicant instead of the fluctuating CPI index increase. It is a standard lease and the Airport Board recommends approval. The applicant has to pull a building permit but he wanted commitment on the lease before he begins that process. Puckett asked what happens after 25 years if the agreement is not extended. Reitter replied it reverts back to the Town. Lacy clarified the applicant could re-lease the property for another 25 years. Reitter agreed. Gibb clarified the first half of construction has to be completed within 18 months and asked if there was a deadline for the second half or if he could leave the other half empty. Reitter replied the Town would pursue conversations if that happened and then stated she could work with the applicant on specific dates and bring this back. Gibb suggested the Board could approve the agreement tonight giving Reitter direction to work with the applicant on creating reasonable dates for completion of phase II. Reitter stated she could work with the Airport Board as well.

Motion #9 by Trustee Gibb and seconded by Trustee Best to approve the Ground Lease Agreement with Mark Godonis with an addition of some dates established by the Town Administrator related to phase II. **Motion carried, 4-0.**

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.**"? **02:04:05**

Reitter reported this Ordinance is the result of the changes requested at the last meeting. Sellars clarified the addition of \$75,000 to 2-323(5)(a) and the ability to meet with less than 24 hours notice in 2-322(d) as discussed on July 26.

Motion #10 by Trustee Best and seconded by Trustee Lacy to approve Ordinance #16 as presented. **Motion carried, 4-0.**

STAFF REPORTS

Town Administrator **02:05:54**

- Proposing budget work session in September and would like Board input on date – The Board agreed to schedule this for October 6 at 5:30PM and the Airport with dinner to be provided
- August 15th is a public open house with the consultant selected to design four community park and August 16th the consultant meets with Rec Board
- Town awarded DOLA REDI grant for economic vitality study
- Town meeting with DOLA August 10 regarding Broadband project grant
- Draft Housing Needs Assessment will be presented at Intergovernmental Meeting on August 30
- Blueprint 2.0 is Hickenlooper initiative for rural economic development and Town will be holding a Build a Better Business Brand event in September with local businesses

Town Treasurer **02:13:39**

- Attended priority based budgeting conference last week and it became obvious that the chart of accounts needs to be updated this year with the budget process – There are 1,800 accounts and she is working to condense and simplify them
- Will be implementing OpenGov for transparency

Public Works **02:18:53**

- Ivy League still having issues with internal water loss and he will bring a proposal on this to the Board at an upcoming meeting
- Water Department is performing meter change outs

- Streets is doing striping and working primarily on bike lanes and school lanes
- Parks is status quo and trying to keep up with the busy summer
- Parks is also working on plans for the dog park shade structure
- The Rodeo Road Trail paving project is winding down
- Highway 24 project is set to start August 22 with 3 most westerly lanes from Crossman to Mill to be shut down and realigned
- Maggard met with CDOT at TPR meeting to talk about reallocation of grant funds from Gregg Drive to Arizona and TPR basically had not idea of what he was talking about and was told to come back with more information so he is reaching out to consultants for assistance
- Will be meeting Mark Mitchell next week and he met with BLM Archeologist about a month ago who also said he would help out on his own time.

TRUSTEE/STAFF INTERACTION 02:33:01

Gibb stated the electrical station in Columbine Park is in disrepair. He gave a brief history of the slogan of 8,000 feet above average and how his wife and sister-in-law were involved. His sister-in-law came up with the slogan. Tomorrow night the medical community will do sports physicals for free at 6PM at the school.

Benson thanked the Police Department for their presence and effectiveness during the Vertex Festival. He also thanked the Public Works crews for their efforts too. Benson reported Gold Rush Days is this weekend and thanks to Chamber for putting it on.

Puckett stated that the presentations by Planning and Reynolds were outstanding. Doering thanked Puckett and said he would let Reynolds know.

Lacy stated the railroad is covered with yellow thistle and inquired who cleans this up or who it is reported to. Doering replied they are to be managed by property owners in the state and Code Enforcement is dealing with it. Staff will talk to the County.

Maggard thanked the Department Of Corrections crews for helping out with the Railroad parking lot beautification project.

ADJOURNMENT 02:38:33

Motion #11 by Trustee Puckett and seconded by Trustee Lacy, noting that there being no further business to come before the Board, declared that the meeting be adjourned at 9:38 PM. **Motion carried, 4-0.**

Respectfully submitted:

Joel Benson, Mayor

Janell Sciacca, CMC
Town Clerk

**Minutes of the Regular Meeting of the
Buena Vista Planning and Zoning Commission
August 3, 2016**

CALL TO ORDER

A regular meeting of the Planning and Zoning Commission was called to order at 7:00 pm, Wednesday, August 3, 2016 at Buena Vista Community Center, 715 E Main Street, Buena Vista, Colorado by Chair Trey Shelton. Also present were Commissioners Annie Davis and Tim Bliss, and Alternate Ed Barkowski. Staff Present: Principal Planner Mark Doering 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 Bliss to adopt the agenda as presented. Motion carried.

APPROVAL OF MINUTES

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

PUBLIC COMMENT

Shelton opened the public comment portion of the hearing at 7:01 p.m. With no comments received, the public comment portion of the hearing was closed at 7:01 p.m.

STAFF / COMMISSION INTERACTION

The Commission discussed the APA Conference happening in September in Colorado Springs. Barkowski and Bliss expressed interest in going and noted they had the availability to attend.

Doering mentioned that he intends to continue to find training sources for the Commission. He noted that there is a negative attitude within the community towards the Planning and Zoning Department. Doering stated that educational opportunities to talk about what the Supreme Court has allowed would lead to the Commission being more informed, and that he hopes such education and information would help the Commission to address concerns from members of the community as to the role of the Planning and Zoning Department.

Doering then discussed plans to deal with illegal signs in town once the new Unified Development Code (UDC) is in place.

Bliss inquired about the nuisance ordinances. Doering responded that the Board of Trustees is still discussing them. He stressed the importance of zoning in relation to the proposed nuisance ordinances. He noted that the proposed ordinances would be back in front of Board of Trustees on August 24. Doering clarified that the ordinance regarding RVs and trailers parked on Town Right of Way passed but that currently they are not regulated on private property. He further stated that camping is not regulated. Doering noted some of the issues and concerns with people camping, such as the using of portapotties that had been set up for construction crews, leaving waste on the trails, and burning fires during a fire ban. Doering noted that rules are in place to handle such problems as these.

Doering mentioned the Colorado Municipalities Magazine. He discussed the organization and types of issues they write about and handed out copies to the Commission.

Doering discussed the UDC and some of the changes it is proposing that affect the Commission. Doering encouraged the Commission to review the "Process" section of the UDC. He also requested that the Commission review the proposed sign code and invited any input they may have.

Doering then discussed some concerns he had received from developers in the community. He explained why some of the complaints had been voiced and how he was handling them. He noted that he is simply looking for responsible development, and to verify plans to ensure code compliance.

ADJOURNMENT

There being no further business to come before the Commission, Commissioner Davis motioned to adjourn the meeting at 7:23 p.m. Commissioner Bliss seconded. **Motion #3** was unanimously approved.

Respectfully submitted:



Trey Shelton, Chair



Jill Abrell, Planning Technician

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

CALL TO ORDER: A meeting of the Recreation Advisory Board was held on Wednesday, July 13, 2016 at the Buena Vista Community Center, 715 E. Main Street, Buena Vista, Colorado. McKenzie Lyle called the meeting to order at 7:40am.

Members present were Co-Chair McKenzie Lyle, Co-Chair Earl Richmond, Marcus Trusty, Gary Crowder, Dan Hamme and Luke Urbine. Also in attendance were Trustee Mark Jenkins, Parks and Recreation Supervisor Emily Osborn, Recreation Program Coordinator Ashley Davis, and Assistant to the Town Administrator Emily Katsimpalis.

APPROVAL OF MINUTES: Gary Crowder moved to approve the June 2016 minutes. McKenzie Lyle seconded the motion. Unanimous approval.

APPROVAL OF THE AGENDA: Emily Osborn asked that if Emily Katsimpalis shows up, that she goes first because she'll have to leave for another meeting. Dan Hamme motioned to approve the agenda. Gary Crowder seconded the motion. Unanimous approval.

PUBLIC COMMENT: No Comment

Discussion Items:

- I. Discussion re Advisory Board Manual: Emily Katsimpalis is presenting the Advisory Board handbook to the Recreation Advisory Board Members. They will sign a receipt showing that it was given to them. They are asked to read through the handbook and, at some point, there may be an official training. Marcus asked if signing the paper means they agree to the handbook, or if it's just that they received it. Emily stated that if there are questions, members should speak to Brandy, but it's basically just saying it was received. Emily stated that on page 6 there is clarification on speaking about Town. It's okay to speak freely, as long as it's not being "spoken on behalf of", and that it is kept on a personal level with comments as such. Marcus is wondering if this is up for interpretation or review, or if this is set in stone. If the BOT decides we're going to operate more like the PZ Commission, are we able to change some of these chain of commands. Emily and McKenzie both stated that the budget comes from the department anyway, not the advisory board.
- II. Discussion re RFP (Contracted to BOT July 12th): RFP was approved for just under \$40,000 for all of the projects.
- III. Discussion re CBS Commercial: Recruiting a bunch of different recreation people. Interviews are schedule for the beginning of August. It will be a 3 minute slot during the Transrockies Race coverage on CBS Sports.
- IV. Discussion re Ice Rink: About \$5500 raised for the rink. On hold until they figure out the power line issue with Sangre. Also waiting to hear back on the concrete. They unofficially heard that if the labor is available that Paul will donate the concrete. The shade structure from Woodland Park is also available, so maybe \$5000 to acquire that. Earl is curious if there is a way to expedite the process. Mark said he will head over to Brandy and see if we can get

that part completed to be able to move forward. Earl is also wondering if there was a way to put up half the rink if we don't get the extra concrete. Dan reported that it's really a big task to put it in so the sensible thing to do is to wait until we can install the rink in its entirety.

- V. Discussion re Vision and Mission Statement: Emily handed out a copy of what was written to everyone. She is curious if there are any additions, edits, etc. or if we could finalize it. Marcus agrees with it- clean, accomplishes what we do, and isn't wordy. Luke makes a motion to adopt this as our new vision and mission statement. Unanimous agreement.

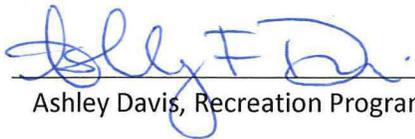
Ongoing Items:

- I. Budget: Two weeks ago, staff did a capital improvement plan ranking meeting. The Community Center park rebuild came out as a top priority as well as the Rodeo Grounds PA system. The skate park is going to go on a later year, as well as the community center bathrooms being open all year. We requested \$10,000 every year for Community Center upgrades. Brandy said she can almost guarantee that the Rodeo Grounds budget will get increased. October 25 is when the Recreation Board will present to the BOT.
- II. Upcoming Events: Ashley and Emily are planning a "Golden Bat" tournament during Gold Rush Days. For Vertex the weekend before they will be doing a window painting competition for main street to get some social media coverage. They rented out the disc golf course for three days, and there is an unofficial downtown business alliance that will be having a tent at Vertex concert. If you sign up to volunteer you get a free day pass.
- III. Program Update: Ashley- see attached

ADJOURNMENT:

The meeting adjourned by McKenzie Lyle at 9:05am.

Respectfully submitted:



Ashley Davis, Recreation Program Coordinator



Earl Richmond, Co-Chair

Buena Vista Water Advisory Board
Minutes of July 20, 2016
Public Works Office Meeting Room
755 Gregg Dr.

Call to Order

The meeting was called to order by Chairman Hamilton at 6:35 p.m.

Attendance and Introductions

In attendance were Harley Hamilton, Roy Gertson, David Kelly, Jerry Steinauer, Andrew Rice, Greg Maggard, Brandy Reitter, Emily Katsimpalis, and Duff Lacy.

Agenda Adoption

Chairman Hamilton accepted the agenda as presented.

Approval of Minutes

Chairman Hamilton called for a motion to approve the minutes for the April 20, 2016 meeting as presented.

Motion #1 by Kelly, second by Rice to approve the April 20, 2016 minutes as presented.
Motion carried.

Public Comment

Chairman Hamilton called for public comments. There were none.

Business Items

A. Boards and Commissions Manual – Emily Katsimpalis

Emily Katsimpalis, Assistant to the Town Administrator, attended to present the Boards and Commissions Manual. She highlighted various aspects of the Manual, which she said functions like an “employee handbook” for advisory board members and includes member roles and responsibilities, guidelines about posting on social media, and general information about Town government and the Town’s various advisory boards. Reitter said the purpose of the Manual, which has been approved by the Board of Trustees, is to standardize advisory boards and provide a “job description” for board members. Members were given a copy of the Manual and must sign the Acknowledgement of Receipt at the next meeting. Members can contact Katsimpalis with questions.

B. Salida Water Festival

Maggard said the Town has partnered with John Duggan, from the Colorado Department of Public Health and Environment (CDPHE), to man several booths at the Salida Water Festival on August 13th at Riverside Park in Salida. Maggard said the theme for the Town will be Source Water. He will host one of the booths and will talk about the Source Water

Protection Plan (SWPP), display maps, and give a demonstration about how contaminants can affect source water. Water bottles will be given out, and the Town is working on a calendar, as well. One of the Best Management Practices (BMP's) listed in the SWPP is public outreach. The Upper Arkansas Water Conservancy District (UAWCD) is coordinating the event. Reitter said Water Advisory Board members are welcome to attend and help out with the booths.

C. Cottonwood Lake Special Use Permit Renewal

Reitter said she and Maggard met with the Forest Service and UAWCD to start the Forest Service Permit renewal process for 2017. Reitter said they also discussed finishing up the joint feasibility study for expanding Cottonwood Lake. She said the size of the dam will not be increased. Instead, the bridge and outlet structures will be re-done to allow for an increase in release capability from 1 cfs to 5 cfs. UAWCD wants to release water at a higher rate for water exchanges. Kelly explained that the ability to release 5 cfs is important on paper to allow for exchanges during high-flow times. Reitter stated that one of the concerns for the Forest Service is to ensure that there is always enough water in the Lake to keep fish alive during the winter. The Forest Service is also concerned about impacts on the creek from increasing the amount of water released.

As part of the agreement with UAWCD and the Forest Service, the Town is paying for a portion of the outlet improvements. Kelly asked about how much water the Town will be able to store after the changes. Maggard and Reitter said the Town will be allowed to store water based on a percentage of water storage available. The Town will pay for the changes based on those percentages, with UAWCD paying the majority of the costs. UAWCD will be the signor on the permit.

D. McPhelmy Lake Water Right and Augmentation Plan

Maggard said the Town was given administrative approval to fill Town Lake this year. Wright Water and water attorney, Cindy Covell, were working on a Substitute Water Supply Plan before filling it this year and are now working on a permanent water right for the Lake. Kelly said he doesn't think the Town should have to apply for administrative approval each year, as long as the Substitute Water Supply Plan and the application for the water right are connected. He thinks the Substitute Water Supply Plan should cover the Town until the court approves the water right, but he said to check with Cindy Covell to be sure. Reitter said she will keep the Water Advisory Board updated on the progress of the decree.

E. Well #3 Completion

Maggard said Well #3 is complete and the Town is using it for irrigation. Gertson will deploy data loggers to correlate well water temperature with the Arkansas River temperature.

Staff/Counsel Reports

A. Town Administrator – Brandy Reitter

Hamilton asked about the MOU with the County, as part of the SWPP. Reitter said she will work on it for the next Water Advisory Board meeting.

Hamilton also asked about the St. Charles Mesa agreement. Reitter said she recently sent the agreement to Dave Simpson at St. Charles Mesa, and they are reviewing it.

Reitter said the Town is working with Gertson to see what it would take to operate the water treatment plant if necessary. They will develop operating procedures, look at State requirements, work on documentation, create an operating manual, and train the Water Department on how to run the plant.

Reitter asked if the Water Advisory Board had any budget requests and said the Town is talking about putting security cameras up to protect the water supply. Lacy asked about money in the budget for the water treatment plant. Maggard said there is money in the budget for working with Gertson to see what is needed to upgrade the plant, and Reitter said the Town has been budgeting approximately \$10,000 yearly, but has not been using it. For now, the Town will keep that money in the budget and will add more if necessary.

B. Public Works Director – Greg Maggard
Maggard had no further updates.

C. Water Counsel – Cynthia Covell
Covell was not present. No report was given.

Board/Staff Interaction

The next Water Advisory Board meeting will be held on August 17, 2016.

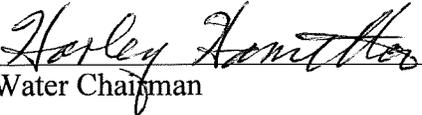
Adjournment

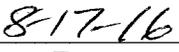
Seeing that there was no further business, Chairman Hamilton called for a motion to adjourn.

Motion #2 by Steinauer, second by Kelly to adjourn the meeting.
Motion carried. The meeting was adjourned at 7:55p.m.

Respectfully submitted,

Lisa Brooker
Administrative Assistant


Water Chairman


Date



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

DATE: August 24, 2016
TO: Mayor and Board of Trustees
FROM: Emily Katsimpalis, Assistant to the Town Administrator

AGENDA ITEM: Should the Board of Trustees approve adoption of Resolution # 83 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING JOHN OBRIEN, KATY WELTER, ROBIN HALL, VALERIE HARLAN, SUZANNE (SUZY) KELLY, VIC KUKLIN, AND MELANIE ROTH REGULAR MEMBERS OF THE TOWN OF BUENA VISTA HISTORIC PRESERVATION COMMISSION"?

Request

A request is being made for the Trustees to consider appointing John OBrien, Katy Welter, Robin Hall, Valerie Harlan, Suzanne (Suzy) Kelly, Vic Kuklin, and Melanie Roth as regular members of the Town of Buena Vista Historic Preservation Commission.

Overview

As required by the historic preservation ordinance, adopted at the July 12, 2016 Board of Trustee meeting, the Town of Buena Vista must establish a Historic Preservation Commission to oversee the rules and regulations of Chapter 19, which established historic preservation for the Town of Buena Vista. Included as an attachment to this memo are the seven commission members' applications. Interest and qualifications to serve on the Commission are included in each application.

BOT Action

Motion to **Approve** or **Deny** Resolution # 83 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING JOHN OBRIEN, KATY WELTER, ROBIN HALL, VALERIE HARLAN, SUZANNE (SUZY) KELLY, VIC KUKLIN, AND MELANIE ROTH REGULAR MEMBERS OF THE TOWN OF BUENA VISTA HISTORIC PRESERVATION COMMISSION"?



Town Advisory Board / Commission Application

Return to: Town Clerk
PO Box 2002
210 E Main St
Buena Vista, CO 81211
bvclerk@buenavistaco.gov

Name: John OBrien Date: 8/3/16

Mailing Address: 37950 Mountain View Dr. Buena Vista CO

Physical Address: same

Telephone # 719-293-1768 Email: farmgetto@gmail.com

Applying For:

- | | |
|--|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Beautification Advisory Board | <input type="checkbox"/> Trails Advisory Board |
| <input type="checkbox"/> Economic Vitality Advisory Board | <input type="checkbox"/> Tree Advisory Board |
| <input checked="" type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Water Advisory Board |
| <input type="checkbox"/> Planning and Zoning Commission* | |

** You must reside within the town limits of Buena Vista to apply for membership*

Tell us briefly about yourself: why are you interested in being appointed to this Board or Commission, and what specific talents or expertise would you bring to this Board/Commission if appointed?

I would like to see Buena Vista be vibrant and thrive. I think a historic district would aid in attracting visitors and business to our down town.
I bring experience working with boards and committees, an understanding of regulations, planning and through working with many entities in various regions of the US and can bring a broader prospective to this group. I understand what is reasonable and possible in the preservation of historic buildings.

What do you believe are some of the major concerns or issues facing this Board or Commission and why?

Change management with all stake holders will be one of the bigger challenges. Property owners, developers and town residents may have issues with this change and not understand the benefits associated with an historic district nor embrace the regulations for the properties that are in the district. Establishing consensus for the districts guidelines and requirements will require some work.

If appointed, what would you like to accomplish on this Board/Commission?

Help aid the towns establishment and residents understanding of the positive impact a historic district.
Save and preserve the historic "feel" of an authentic old town main street while aiding the economic growth of Buena Vista.

For Planning and Zoning Commission applicants: Please describe what you believe to be the Town's responsibility in overseeing and regulating local development.

For Historic Preservation Commission applicants: Are you a professional in a preservation-related discipline such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies/civilization, cultural geography, or cultural anthropology? Yes No If yes, please explain:

I have a degree in Construction Management, extensive experience of historic preservation and renovation with over \$100 Million in historic projects. I have experience working with design professionals, conservators and planners with experience working all over the United States.

Thank you for your interest!



Town Advisory Board / Commission Application

Return to: Town Clerk
PO Box 2002
210 E Main St
Buena Vista, CO 81211
bvclerk@buenavistaco.gov

Name: Katy Welter Date: August 11, 2016
Mailing Address: 408 E. 8th St. Leadville, CO 80461
Physical Address: 410 E. Main St. Buena Vista, CO 81211
Telephone # (719) 581-2009 Email: welterkaty@gmail.com

Applying For:

- | | |
|--|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Beautification Advisory Board | <input type="checkbox"/> Trails Advisory Board |
| <input type="checkbox"/> Economic Vitality Advisory Board | <input type="checkbox"/> Tree Advisory Board |
| <input checked="" type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Water Advisory Board |
| <input type="checkbox"/> Planning and Zoning Commission* | |

** You must reside within the town limits of Buena Vista to apply for membership*

Tell us briefly about yourself: why are you interested in being appointed to this Board or Commission, and what specific talents or expertise would you bring to this Board/Commission if appointed?

My husband and I recently bought a historic building on East Main Street and I've
worked to renovate historic properties in Chicago, IL, Valparaiso, IN, and Three
Oaks, MI. Along with this experience, I am also an attorney with extensive

experience applying for and managing state, federal, and foundation grants for private, nonprofit, and government clients.

What do you believe are some of the major concerns or issues facing this Board or Commission and why?
I believe major concerns include: 1) the aesthetic, historic, and economic aims of
our community; 2) property owners' rights to manage their property as they wish
and can afford; 3) clear and fair process for preserving historic properties and
accessing financial incentives to do so.

If appointed, what would you like to accomplish on this Board/Commission?
I'd like to help the town create its historic district, and find funding to preserve it.
Also, I hope to help establish a clear and reasonable process for property owners
to preserve their historic properties and access financial incentives to do so.

For Planning and Zoning Commission applicants: Please describe what you believe to be the Town's responsibility in overseeing and regulating local development.

For Historic Preservation Commission applicants: Are you a professional in a preservation-related discipline such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies/civilization, cultural geography, or cultural anthropology? Yes No If yes, please explain:
I am an attorney and also possess a Master's degree in Public Policy analysis.

While my career has not focused specifically on preservation, I have worked on
several projects involving renovation of residential and commercial properties constructed prior to the year 1900.

Thank you for your interest!



Town Advisory Board / Commission Application

Return to: Town Clerk
PO Box 2002
210 E Main St
Buena Vista, CO 81211
bvclerk@buenavistaco.gov

Name: Robin Hall Date: 8/5/2016

Mailing Address: P.O. Box 973

Physical Address: 623 Cedar St. #C-103, Buena Vista, CO 81211

Telephone # 720-775-5391 Email: rgriffhall@gmail.com

Applying For:

- | | |
|--|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Beautification Advisory Board | <input type="checkbox"/> Trails Advisory Board |
| <input type="checkbox"/> Economic Vitality Advisory Board | <input type="checkbox"/> Tree Advisory Board |
| <input checked="" type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Water Advisory Board |
| <input type="checkbox"/> Planning and Zoning Commission* | |

** You must reside within the town limits of Buena Vista to apply for membership*

Tell us briefly about yourself: why are you interested in being appointed to this Board or Commission, and what specific talents or expertise would you bring to this Board/Commission if appointed?

Lifelong history buff - specifically Colorado history. Self employed writer who also works to make a living. Appreciate that we need to preserve our heritage in the world, our country and our community. Diverse working history including construction industry, mining, office management, etc.

What do you believe are some of the major concerns or issues facing this Board or Commission and why?

How to determine what is most important to preserve based on the effectiveness of the solution and costs required to do so. Discussions on what truly provides long term educational, social, historical and recreational benefits and makes the investment in time, effort and money worthwhile.

If appointed, what would you like to accomplish on this Board/Commission?

Blend the importance of preserving our history with the power of modern technology to make the best use of opportunities to create long term benefits for people in this community and beyond. Finding a way to combine the best of history with modern wisdom.

For Planning and Zoning Commission applicants: Please describe what you believe to be the Town's responsibility in overseeing and regulating local development.

For Historic Preservation Commission applicants: Are you a professional in a preservation-related discipline such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies/civilization, cultural geography, or cultural anthropology? Yes No If yes, please explain:

I am not an expert, just very interested with a diverse background, and do a lot of reading. Have studied a broad range of history with a special interest in Colorado's.

Thank you for your interest!



Town Advisory Board / Commission Application

Return to: Town Clerk
PO Box 2002
210 E Main St
Buena Vista, CO 81211
bvclerk@buenavistaco.gov

Name: Valerie Harlan Date: August 8, 2016

Mailing Address: Po Box 5 Buena Vista, Co 81211

Physical Address: 227 US HWY 24 N Buena Vista, Co 81211

Telephone # 719-310-2844 Email: vharlan@gmail.com

Applying For:

- | | |
|--|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Beautification Advisory Board | <input type="checkbox"/> Trails Advisory Board |
| <input type="checkbox"/> Economic Vitality Advisory Board | <input type="checkbox"/> Tree Advisory Board |
| <input checked="" type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Water Advisory Board |
| <input type="checkbox"/> Planning and Zoning Commission* | |

** You must reside within the town limits of Buena Vista to apply for membership*

Tell us briefly about yourself: why are you interested in being appointed to this Board or Commission, and what specific talents or expertise would you bring to this Board/Commission if appointed?

I am intersted in this position because I love my town and our history. Also, I have the desire to be involved in the town government on any level I could be of assistance. I have no specific expertise realted to Historical preservation, but I do have the drive and desire to work hard for anything and everthing I believe in, including my businesses here in Buena Vista.

What do you believe are some of the major concerns or issues facing this Board or Commission and why?

I think some of the major concerns facing this board are lack of community involvement and lack of knowledge on the importance of the preservation of historical structures and areas. I think with the correct education, community involvement and support could be achieved in a relatively short period if time.

If appointed, what would you like to accomplish on this Board/Commission?

I would love to be a part of educating myself and our community on the history of Buena Vista, especially our children. I would like to accomplish a better awareness for our community on the importance and necessity of historical preservation and its importance for the future.

For Planning and Zoning Commission applicants: Please describe what you believe to be the Town's responsibility in overseeing and regulating local development.

For Historic Preservation Commission applicants: Are you a professional in a preservation-related discipline such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies/civilization, cultural geography, or cultural anthropology? Yes No If yes, please explain:



Town Advisory Board / Commission Application

Return to: Town Clerk
PO Box 2002
210 E Main St
Buena Vista, CO 81211
bvclerk@buenavistaco.gov

Name: Suzanne (Suzy) Kelly Date: 8-8-16

Mailing Address: PO Box 606

Physical Address: 25877 County Road 319

Telephone # 395-2572 cell 221 9571 Email: skellyranch@gmail.com

Applying For:

- | | |
|--|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Beautification Advisory Board | <input type="checkbox"/> Trails Advisory Board |
| <input type="checkbox"/> Economic Vitality Advisory Board | <input type="checkbox"/> Tree Advisory Board |
| <input checked="" type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Water Advisory Board |
| <input type="checkbox"/> Planning and Zoning Commission* | |

** You must reside within the town limits of Buena Vista to apply for membership*

Tell us briefly about yourself: why are you interested in being appointed to this Board or Commission, and what specific talents or expertise would you bring to this Board/Commission if appointed?

I am a founding member of BV Heritage for 43 years. I have worked with Historic preservation in the town and in the county. I know the area and the historic properties, buildings and sites..

I have lived in BV for 67 years. I have co-authored 2 books about BV.

What do you believe are some of the major concerns or issues facing this Board or Commission and why?

The loss of historic buildings, sites and areas in the last 50 years. Convincing buisnesses and home owners to cooperate and approve historic designation. To show the advantages of historic designation..

If appointed, what would you like to accomplish on this Board/Commission?

Form an active vital commission who can get this preservation project going before more places are lost . Save these important sites for the town and citizens and show them how important history is to our town.

For Planning and Zoning Commission applicants: Please describe what you believe to be the Town's responsibility in overseeing and regulating local development.

For Historic Preservation Commission applicants: Are you a professional in a preservation-related discipline such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies/civilization, cultural geography, or cultural anthropology? Yes No If yes, please explain:

I have written numerous articles about the buildings and history of the town. I have three books co-authored about the town and area. I have interviewed and taped many old timers from here.

Thank you for your interest!



Town Advisory Board / Commission Application

Return to: Town Clerk
PO Box 2002
210 E Main St
Buena Vista, CO 81211
bvclerk@buenavistaco.gov

Name: Vic KUKLIN Date: 8/10/16
Mailing Address: 30630 MOUNTAIN SIDE DRIVE 81211
Physical Address: SAME
Telephone # 395-5758 Email: svkuklin@usa.com

Applying For:

- | | |
|--|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Beautification Advisory Board | <input type="checkbox"/> Trails Advisory Board |
| <input type="checkbox"/> Economic Vitality Advisory Board | <input type="checkbox"/> Tree Advisory Board |
| <input checked="" type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Water Advisory Board |
| <input type="checkbox"/> Planning and Zoning Commission* | |

** You must reside within the town limits of Buena Vista to apply for membership*

Tell us briefly about yourself: why are you interested in being appointed to this Board or Commission, and what specific talents or expertise would you bring to this Board/Commission if appointed?

AS PRESIDENT OF BUENA VISTA HERITAGE, I HAVE
A VESTED INTEREST IN PRESERVING THE HERITAGE
OF DOWNTOWN BUENA VISTA.

What do you believe are some of the major concerns or issues facing this Board or Commission and why?

WE NEED TO ENCOURAGE PROPERTY OWNERS TO
PRESERVE THE HISTORIC ASPECTS OF THEIR
STRUCTURES.

If appointed, what would you like to accomplish on this Board/Commission?

CREATE A FRAMEWORK FOR PRESERVATION OF
BU'S HISTORIC CHARACTER.

For Planning and Zoning Commission applicants: Please describe what you believe to be the Town's responsibility in overseeing and regulating local development.

For Historic Preservation Commission applicants: Are you a professional in a preservation-related discipline such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies/civilization, cultural geography, or cultural anthropology? Yes No If yes, please explain:

Thank you for your interest!

2 year term



Town Advisory Board / Commission Application

Return to: Town Clerk
PO Box 2002
210 E Main St
Buena Vista, CO 81211
bvclerk@buenavistaco.gov

Name: Melanie Roth

Date: 8/10/2016

Mailing Address: 22705 CR 292B, Nathrop, CO 81236

Physical Address: SAA

Telephone # 719-395-6879

Email: Mudd1884@hotmail.com

Applying For:

- | | |
|--|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Beautification Advisory Board | <input type="checkbox"/> Trails Advisory Board |
| <input type="checkbox"/> Economic Vitality Advisory Board | <input type="checkbox"/> Tree Advisory Board |
| <input checked="" type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Water Advisory Board |
| <input type="checkbox"/> Planning and Zoning Commission* | |

* You must reside within the town limits of Buena Vista to apply for membership

Tell us briefly about yourself: why are you interested in being appointed to this Board or Commission, and what specific talents or expertise would you bring to this Board/Commission if appointed?

Love the historic architecture in BV and its history. Serve on the Chaffee County Heritage Board, Buena Vista Heritage & Historic St. Elmo & CCC Boards.

What do you believe are some of the major concerns or issues facing this Board or Commission and why?

Very involved in Historic Preservation in County

If appointed, what would you like to accomplish on this Board/Commission?

To provide A Good frame work for the HP Commission as the town moves toward CLG status

For Planning and Zoning Commission applicants: Please describe what you believe to be the Town's responsibility in overseeing and regulating local development.

NA

For Historic Preservation Commission applicants: Are you a professional in a preservation-related discipline such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies/civilization, cultural geography, or cultural anthropology? Yes No If yes, please explain:

B.A. History & Art History. Extensive experience in register nominations and state Historical Fund Grants.

Thank you for your interest!

TOWN OF BUENA VISTA, COLORADO

**RESOLUTION NO. 83
(Series of 2016)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPOINTING MEMBERS OF THE HISTORIC PRESERVATION COMMISSION.

WHEREAS, Ordinance No. 14, Series 2016, established a Historic Preservation Commission for the Town of Buena Vista; and

WHEREAS, Sec. 19.03(b) of Ordinance No. 14 authorizes and directs the Board of Trustees to appoint Historic Preservation Commission members by a majority vote of all members of the Board; and

WHEREAS, the Town solicited applications from community members interested in serving on the Historic Preservation Commission; and

WHEREAS, the Town received a total of seven (7) applications from John OBrien, Katy Welter, Robin Hall, Valerie Harlan, Suzanne (Suzy) Kelly, Vic Kuklin, and Melanie Roth.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, that John OBrien, Katy Welter, Robin Hall, Valerie Harlan, Suzanne (Suzy) Kelly, Vic Kuklin, and Melanie Roth are appointed members of the Historic Preservation Commission in accordance with the ordinances of the Town of Buena Vista.

RESOLVED, APPROVED, AND ADOPTED this 24th day of August, 2016.

TOWN OF BUENA VISTA

BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, CMC
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 24, 2016

TO: Mayor and Board of Trustees

FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Policy Discussion – Infrastructure Investment Tools

Request

Staff is requesting that the Board of Trustees consider the policy tools that are available in addition to the infrastructure investment funds set aside for project requests.

Overview

The Board of Trustees approved funding in the 2016 budget for infrastructure requests made by builders and developers to assist with projects that accomplish policy goals. Funds were also spent in 2015 for a similar request. Staff developed a framework with criteria that ranked projects based on policy goals. The framework was based on similar grant programs.

The town has limited resources and public funds should produce a public benefit, i.e. parks, public safety, water rights, etc. There are opportunity costs associated with funding private infrastructure that the board needs to be aware of when deciding to approve funds. There are also equity issues when considering requests. The town has several options available to fund and construct infrastructure for the private sector that have not been fully utilized. According to the code and 2015 Comprehensive Plan, development should pay its own way.

In January of 2015 staff presented several cost recovery options for the public to use. A detailed packet is attached that explains cost recovery options.

Analysis

In the 2016 budget the board approved \$100K in the General Fund, \$100K in the Capital Improvement Fund, and \$100K in the Water Fund. These funds are not budgeted and are drawing down the town's emergency fund. So far two infrastructure investment fund requests have been made in 2015 and 2016 totaling \$459,357.

Infrastructure Investment Tools Available to the BOT

- Municipal Bonds/Loans – Voters are asked to issue debt for infrastructure improvements.
- Special Assessments – Town assesses a cost for the construction and maintenance of infrastructure to impacted properties for improvements.

- Special Improvement Districts (SID) – Property owners petition town to form a special improvement district and properties in that district pay for infrastructure.
- General Improvement Districts (GID) – Town forms a district and a petition of 30% or more is required by impacted property owners to levy a tax to fund improvements.
- Business Improvement Districts (BID) – A petition of at least 50% or more of business owners in a district is required to fund improvements in a defined area.
- Improvements in New Developments – Town gives conditional approvals of infrastructure based on forming an improvements district or execute a subdivision improvements agreement.
- Small-scale Infill Development – Town can choose to fund improvements as requests are made (infrastructure investment fund).
- Recapture Agreements – An agreement that the builder/town will fund the infrastructure improvements and recapture costs as property owners tap into new infrastructure.
- System Investment and Development Fees – Town can increase system investment or development fees for extending infrastructure to cover its costs.
- Impact Fees – A one-time charge assessed for infrastructure improvements to property owners benefiting from the infrastructure improvement.

Policy Tool Performance

The town has invested \$3,307,907 on infrastructure over the last four years. The voters approved a .5% sales tax for street improvements and issued \$3M in debt. The town also constructed a waterline and street on Beldan & Gold Street. The BOT approved \$33,000 on Pinon St. for a waterline in 2016.

Over the last 4 years for each building permit town has approved, we have spent in cash approximately \$38,488 per property on infrastructure (excluding bond and recapture projects). A map is attached that illustrates where infrastructure and projects have been constructed.

Out of the policy tools available, in the last 4 years the only options the public has utilized are one recapture agreement, one bond and two requests from the infrastructure investment fund.

Policy Alignment

Infrastructure policy tools align with the 2015 Comprehensive Plan because the public wants the private sector to pay for infrastructure improvements. These tools also align with the development codes that are in place for the Town of Buena Vista. The BOT strategic plan aligns with these policy tools because they support economic vitality and improve the community, environment, and result in infrastructure improvements in town. These policies also protect the town's assets, emergency funds and the Water Enterprise Fund.

Attachments

- 2015 Cost Recovery Options
- Recapture Agreement
- Infrastructure Policy Tool Performance Indicators
- Map of infrastructure investments and associated building permits

Cost Recovery Options

Town of Buena Vista

January 2015

Contents:

2 Cheat Sheet Summary

Cost Recovery Profiles

3 Special Assessments

4 Special Improvement Districts (SID)

5 General Improvement Districts (GID)

6 Business Improvement Districts (BID)

7 Improvements in New Developments

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9 Town Municipal Code Requirements for Water Line Recapture

10 System Investment and Development Fee (SIDC) + Plant Investment Fee

11 Impact Fees

Examples

12 Table 1: Cost Recovery Examples Comparison Chart

13 Sample Cost Recovery Agreement for Buena Vista

CHEAT SHEET

PURPOSE

The purpose of this document is to examine the various methods of Cost Recovery, in terms of infrastructure, for the Town of Buena Vista. The legal descriptions were provided by Jeff Parker, and provide a detailed profile of each form of cost recovery. The colored diagrams provide a brief overview of each method depicted in the legal description. Table 1 provides a comparison of various Recapture Agreements from different municipalities.

SPECIAL ASSESSMENTS

Special assessments allow the Town to levy assessments and deem it necessary to construct or improve public facilities. Special Assessments may arise by petition or at the Town's discretion. An assessment for local improvements must benefit the adjacent property owners at an amount equal to the assessed costs. The Town may order the construction to be done; alternatively, the Town may perform the construction themselves and assess the costs to adjacent property owners.

SPECIAL IMPROVEMENT DISTRICTS

A SID is either initiated by the Town or by petition for the purpose of constructing, installing, or acquiring any public improvement. A public hearing must be held on the creating of the SID, the costs of improvements, and the property to be assessed. The Town must adopt an ordinance authorizing the improvements to be constructed in accordance with the plans and specifications, after the noticed public hearing.

GENERAL IMPROVEMENT DISTRICTS

A GID is either initiated by the Town or by petition. A GID is a separate political subdivision with its own board of directors and powers and duties. However, the Town's Board of Trustees serves as the ex officio board of directors of the district. A GID can raise money through property tax or levy special assessments. In addition, a GID can charge fees for the use of facilities once constructed.

BUSINESS IMPROVEMENT DISTRICTS

A BID is either initiated by the Town or by petition. A BID is a separate political subdivision with its own board of directors and powers and duties. However, the Town's Board of Trustees serves as the ex officio board of directors of the district. A BID has broader powers beyond just public improvements, including powers related to business and economic development. Like a GID, a BID may impose a property tax or special assessment. Within its boundaries, a BID can only contain commercial property.

IMPROVEMENTS IN NEW DEVELOPMENT + SMALL-SCALE INFILL DEVELOPMENT

These methods of Cost Recovery are present in our existing Municipal Code. **1) Conditional Approval:** Town could approve a new development on the condition that the property is subject to the creation of a future SID. This method would require that the developer or property owners petition the Town for creation of a SID when requested to do so in the future. **2) Subdivision Improvement Agreement:** Town could require a developer to execute a subdivision improvement agreement to address the construction of streets, curbs, gutters and sidewalks. If the development is small or if the Board of Trustees elect, the developer can make a payment in lieu of the improvements. **3) Adequate Public Facilities:** Interpreted as a whole, the different provisions of the Town's Development Code indicate that all developments (which can include single lot development) must provide adequate public facilities to serve the development as determined by the Board of Trustees. The public facilities may include streets, sidewalks, curbs, gutters, alleys, or any other type of public improvement needed to properly serve the development.

TOWN MUNICIPAL CODE REQUIREMENTS

Pursuant to Buena Vista Municipal Code ("Code") § 13-48, it is a developers' responsibility to install new water main extensions and the developer may enter into a contract with the Town for partial recovery of those costs. (recapture)

SYSTEM INVESTMENT + DEVELOPMENT FEE

The Town could increase its SIDF to cover the costs associated with upgrading or extending water mains. This increase would apply to all new taps or upgraded taps in the Town. The Town could enact an ordinance that requires a plant investment fee. This fee would be collected to help finance capital improvements. Plant investment fees can assign the capacity costs associated with growth, at least in part, to those causing the growth instead of existing customers.

IMPACT FEES

An impact fee is a one-time charge assessed against new development that attempts to recover the cost incurred by a local government in providing the public facilities required to serve the new development.

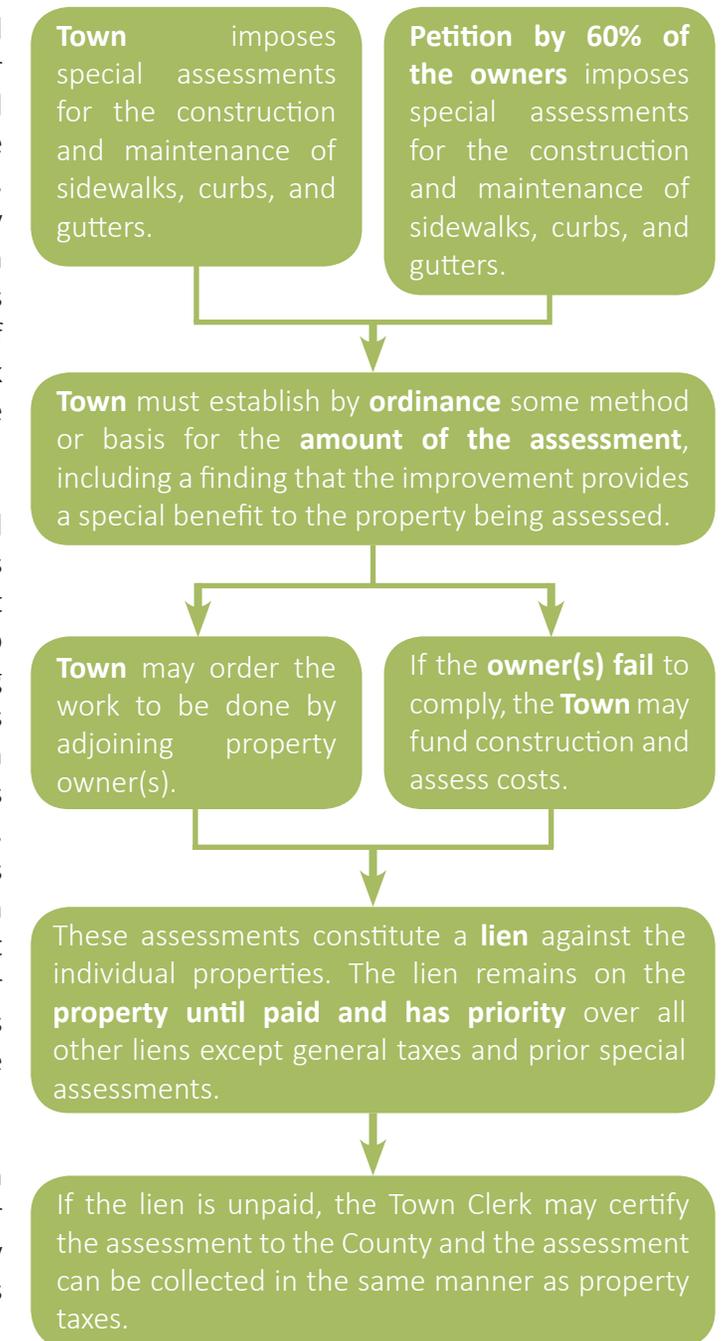
Special Assessments Legal Description:

State statute authorizes the Town to impose special assessments for the construction and maintenance of sidewalks, curbs, and gutters and for the grade, gravel or otherwise surface or improve streets and alleys upon the adjacent or abutting property. C.R.S. § 31-15-702(b)(I) and (II). There are a variety of ways that these assessments can arise. The Town may simply levy the assessments. If the Town deems it necessary to construct or repair any portion of a sidewalk, curb, and gutter, it may order the construction or repair to be done by the adjoining property owner, and if the owner fails to comply with the order, the Town may perform the construction or repair and assess costs. See C.R.S. § 31-15-703(2). Assessments for construction of sidewalks may also be triggered by a petition to construct a sidewalk from owners representing 60% of the frontage of the lots or lands adjacent to or abutting the street or alley where the sidewalk is to be constructed. The Town is required, upon the receipt of such a petition, to order the improvements, and assess and collect the costs. C.R.S. § 31-15-703(1).

Before constructing the improvements, the Town must establish by ordinance some method or basis for the amount of the assessment, including a finding that the improvement provides a special benefit to the property being assessed. An assessment for local improvements must specially benefit or enhance the value of the premises assessed in an amount at least equal to the burden imposed. *Reams v. City of Grand Junction*, 676 P.2d 1189, 1194 (Colo. 1984), citing *Satter v. City of Littleton*, 185 Colo. 90, 522 P.2d 95 (1974). The Colorado Supreme Court has recognized that “the determination of special benefits and assessments is left to the discretion of municipal authorities, and their action is conclusive on the courts unless it appears such was fraudulent or unreasonable.” *Orchard Court Development Co. v. City of Boulder*, 182 Colo. 361, 367, 513 P.2d 199, 202 (1973). Further, it has long been recognized that in many circumstances approximating of benefits conferred, if done in good faith, is all that can be required in determining assessments. *City of Denver v. Dumars*, 33 Colo. 94, 80 P. 114 (1904). The most common methods of assessment include the front-foot method, the area method and the per lot method. The front foot method allows for properties to be assessed based upon the lot’s square footage adjacent to the improvement. The area method employs the usable square footage of each property. Under the per lot method, each adjacent lot is assessed equally.

These assessments constitute a lien against the individual properties. The lien remains on the property until paid and has priority over all other liens except general taxes and prior special assessments. See C.R.S. § 31-15-704. If the lien is unpaid, the Town Clerk may certify the assessment to the County and the assessment can be collected in the same manner as property taxes.

Flowchart Summary:



Special Improvement Districts Legal Description:

Under C.R.S. § 31-25-502, a municipality may form a special improvement district (SID) for the purpose of constructing, installing, or acquiring any public improvement so long as the municipality that forms the district is authorized to provide such improvement under the municipality's home rule charter or ordinance passed pursuant to such charter, if any, or the laws of this state. C.R.S. § 31-25-502(1). The creation of a SID may be initiated by the Town or a Petition by the property owners. If property owners representing more than one-half the costs estimated to be assessed, petition for a particular kind of improvement and the materials to be used, the improvement shall be ordered in accordance with the petition. If the Town initiates the SID or if it orders it in accordance with a petition, it must establish the cost estimates and approximate amounts to be assessed, formulated in good faith on the basis of the best information available to the governing body. C.R.S. § 31-25-503. The cost estimates will not be binding on the Town. In the order establishing the amount of assessments, the Town should also adopt the preliminary plans for the improvement and the number of installments. Further, when the Town determines that the improvement of a street or alley, or any other improvement, results in special benefits to both the Town and the owners of property within the district, that portion of the cost of the improvement which results in a special benefit to the Town may be assessed against the Town and be payable in installments.

A public hearing must be held on the creation of the SID, including the cost of the improvements and the property to be assessed; however, the hearing (including notice and publication) may be waived if the petition is signed by 100% of the land owners and contains a request for a waiver. If protests are submitted prior to the hearing from property owners to be assessed constituting more than one-half of the entire costs estimated to be assessed, then the Town may not proceed with the SID. The Town must adopt an ordinance authorizing the improvements to be constructed in accordance with the plans and specifications, after the noticed public hearing. C.R.S. § 31-25-502(1).

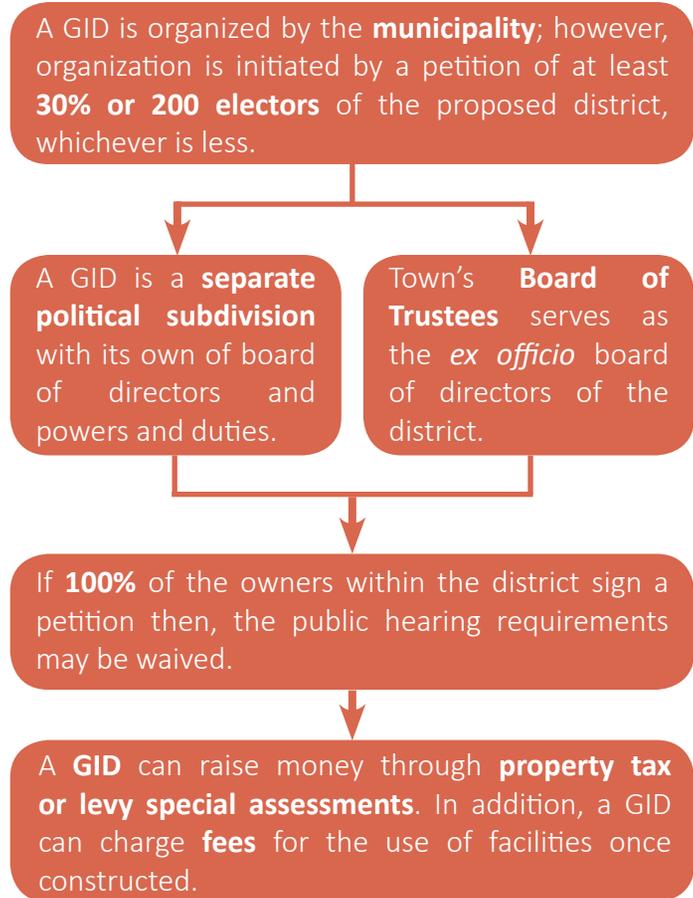
Flowchart Summary:



General Improvement District Legal Description:

Like a SID, a General Improvement District (GID) is organized by the municipality. However, organization is initiated by a petition of at least 30% or 200 electors of the proposed district, whichever is less. See C.R.S. § 31-25-601 et seq. Like a SID, if 100% of the owners within the district sign a petition then, the public hearing requirements may be waived. A GID is a separate political subdivision with its own board of directors and powers and duties. However, the Town's Board of Trustees serves as the *ex officio* board of directors of the district. A GID can raise money through property tax or levy special assessments. In addition, a GID can charge fees for the use of facilities once constructed.

Flowchart Summary:



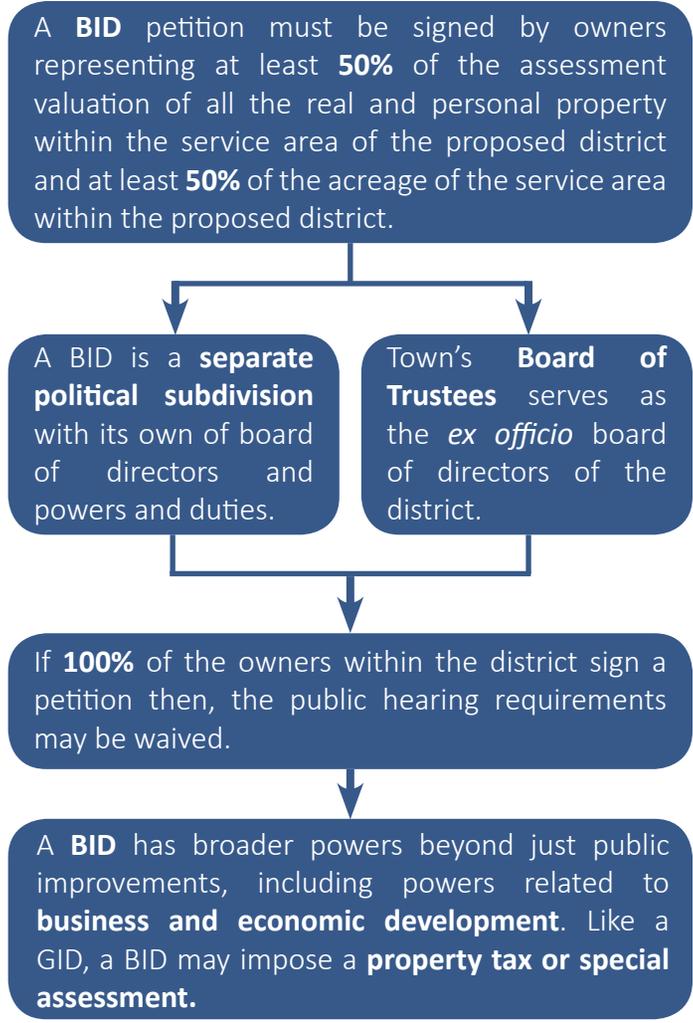
Business Improvement District Legal Description:

Like a GID, a Business Improvement District (BID) is initiated by petition and is a separate political subdivision. See C.R.S. § 31-25-1201 et seq. A BID will have separate board of directors with distinct powers and duties. Like a GID, the Town's Board of Trustees serve as the ex officio board of directors of the district. A BID petition must be signed by owners representing at least 50% of the assessment valuation of all the real and personal property within the service area of the proposed district and at least 50% of the acreage of the service area within the proposed district. The service area may extend beyond the boundaries of the district. Properties within the service area only become subject to a BID's revenue raising powers when they become commercial property. Within its boundaries, a BID can only contain commercial property. A BID has broader powers beyond just public improvements, including powers related to business and economic development. Like a GID, a BID may impose a property tax or special assessment.

***Please Note:**

The service area may extend beyond the boundaries of the district. Properties within the service area only become subject to a BID's revenue raising powers when they become **commercial property**. Within its boundaries, a BID can only contain commercial property.

Flowchart Summary:



Improvements in New Developments Legal Description:

In addition to the levying of special assessments or creation of a district described above, for new developments the Town has a couple of additional options. One is for the Town to approve a new development on the condition that the property is subject to the creation of a future SID. See Section 17-46 of the Buena Vista Development Code. This method would require that the developer or property owners petition the Town for creation of a SID when requested to do so in the future.

Another option for the Town is to require a developer to execute a subdivision improvement agreement to address the construction of streets, curbs, gutters and sidewalks. See Sections 17-28(e), 17-29(f) and (f), 17-30(e)(5), and 17-46 of the Buena Vista Development Code. The Code authorizes the Town to require the construction of new public streets, sidewalks, curb and gutter for intermediate and major developments. See Section 17-57. All streets to be dedicated to the public in intermediate and major developments must be laid out, graded and paved from curb to curb. Standards for street construction are based upon the type of street that is required (local, collector, or arterial). In addition, proper drainage is required in a minor development. See Sections 17-28(d) and 17-57. For development areas adjacent to an existing street, the developer shall improve least the portion adjacent to with improvement as required to bring the street to meet the Town's requirements. See Section 17-57. If the development is small or if the Board of Trustee elect, the developer can make a payment in lieu of the improvements. Section 17-57(6)(b)(3)

Alternative Summary:

Conditional Approval

Town could approve a new development on the condition that the property is subject to the creation of a future SID. This method would require that the developer or property owners petition the Town for creation of a SID when requested to do so in the future.

Subdivision Improvement Agreement

Town could require a developer to execute a subdivision improvement agreement to address the construction of streets, curbs, gutters and sidewalks. If the development is small or if the Board of Trustee elect, the developer can make a payment in lieu of the improvements.

Small- scale Infill Development Legal Description:

On occasion, questions have arisen regarding whether a property owner or developer of a single (or even multiple) infill lots in an existing subdivision is subject to the requirement to construct sidewalks, curbs, gutters adjacent to their lot(s) in order to develop the lot(s). The Town's Development Code is ripe for revisions in this area and others. The application of the current development code's public improvement requirements to the development of previously platted lots in the absence of an applicable subdivision improvements agreement is not completely clear. However, a "Minor Development" is defined (as we interpret the definition) to be a subdivision containing less than four lots, or a development disturbing more than 10,000 square feet but less than one acre, which does not require the installation of a new public street, the extension of a water or sewer main, or the installation of any public improvements other than sidewalks, curbs, gutters, dry utilities or fire hydrants. See Development Code § 17-22. Therefore, if the proposed development constitutes a minor development, the definition indicates that the Town can require the developer to install sidewalks, curbs, gutters, dry utilities and fire hydrants. If the development would meet the definition of a minor development, but the installation of public facilities in excess of sidewalks, curbs, gutters, dry utilities and fire hydrants is required, then it will become an intermediate development (we readily admit that this is the best interpretation of we could formulate, as there are problems with the way minor, intermediate and major subdivisions are defined). If the development constitutes an intermediate or major development, the Town may require the installation of any type of public improvement.

Alternative Summary:

Interpreted as a whole, the different provisions of the Town's Development Code indicate that **all developments (which can include single lot development) must provide adequate public facilities** to serve the development as determined by the Board of Trustees (with review and recommendations from the Town's Public Works and Planning Departments and the Planning Commission, and in compliance with the Town's Comprehensive Plan). The public facilities may include **streets, sidewalks, curbs, gutters, alleys, or any other type of public improvement needed to properly serve the development.**

Town Municipal Code Requirements for Water Lines - Legal Description:

Pursuant to Buena Vista Municipal Code (“Code”) § 13-48, it is a developers’ responsibility to install new water main extensions and the developer may enter into a contract with the Town for partial recovery of those costs. More particularly, Code § 13-48(a) states that if “water mains are extended from existing mains for purposes of any real estate development, the Town and the developer may enter into a contract for partial recovery of costs associated with the developer’s extension of the mains for a period not to exceed ten (10) years.” Id. (emphasis added). The developer must certify the cost of extending the water mains to the development and lateral lines within the development are not considered by the Town for reimbursement. See Code § 13-48(c). The area eligible for reimbursement is that which is located between the existing infrastructure and the developer’s property. See Code § 13-48(f).

Prior to entering into a contract with the Town, the developer must submit all information required by the Town to determine the eligibility of the portion of the system for reimbursement. See Code § 13-48(d). This includes all “topographical, land survey, construction documents and other information necessary to determine the scope of the system extension.” Id. Further, it is the developer’s responsibility to acquire and pay for any necessary easements for the extension, and must record the contract with the Town in all affected deeds. See Code § 13-48(k) and (l). Lastly, the Town is not obligated to accept the water main extension. See Code § 13-48(m). As such, it is appropriate for the Town to require developers to install new water mains in their developments, and for the Town to enter into cost recovery agreements for a portion of the costs. Section 13-48 of the Town Code does not expressly address situations in which upgrades are required to existing water mains to serve a proposed development. However, if upgrades to existing lines are required due to proposed development, the developer may be required to pay for the upgrades via a typical development exaction as part of the approval of the development. Public improvements such as water main extensions or upgrades are typically installed as part of the development and are required at development or subdivision approval.

If the property involved has already been subdivided and the water mains were never installed or required by the original developer or subdivider, then the Town could perform the work and charge the associated properties under the provisions of C.R.S. § 31-15-709.

Flowchart Summary:

The **developer** must submit all information required by the Town to determine the eligibility of the portion of the system for reimbursement.



It is the **developer’s responsibility** to acquire and pay for any necessary easements for the extension, and must record the contract with the Town in all affected deeds.



The **Town is not obligated** to accept the water main extension.

*Please Note:

- The Town and the developer may enter into a contract for partial recovery of costs associated with the developer’s extension of the mains for a period not to exceed ten (10) years.
- The developer must certify the cost of extending the water mains to the development and lateral lines within the development are not considered by the Town for reimbursement.
- If upgrades to existing lines are required due to proposed development, the developer may be required to pay for the upgrades via a typical development exaction as part of the approval of the development.

System Investment & Development Fee Legal Description:

Code § 13-84 requires payment of a basic connection fee, also known as the SIDF, that requires a property owner to pay a fee prior to the connection of new or upgraded water service to any lot, property or structure. The SIDF is set by resolution by the Board of Trustees. Code § 13-84(a). A fixture count form is required to be submitted to the Public Works Director by the applicant for determination of the meter size prior to payment of the connection fee. Code § 13-84(b). The connection fee must be paid prior to the tapping of the water main. Id.

The Code does not currently contain any provisions for plant investment fees.

Given the foregoing, the Town could increase its SIDF to cover the costs associated with upgrading or extending water mains. This increase would apply to all new taps or upgraded taps in the Town.

Another option would be to enact an ordinance that required a plant investment fee. This fee would be collected to help finance capital improvements. Plant investment fees can assign the capacity costs associated with growth, at least in part, to those causing the growth instead of existing customers. The following is an example of another municipality's plant investment fee:

At the time of issuance of a permit for a new tap or service connection, the applicant shall pay to the Town Clerk the appropriate water and sewer tap fees, including the plant investment fee(s) and the installation charge(s). Said payment must be made prior to any work being commenced on the connection to the municipal system. Under no circumstances shall any plant investment charge be waived, as said charge is made to provide revenues for future system improvements.

Alternative Summary:

Increase SIDF

The Town could increase its SIDF to cover the costs associated with upgrading or extending water mains. This increase would apply to all new taps or upgraded taps in the Town.

Plant Investment Fee

The Town could enact an ordinance that requires a plant investment fee. This fee would be collected to help finance capital improvements. Plant investment fees can assign the capacity costs associated with growth, at least in part, to those causing the growth instead of existing customers.

Impact Fees Legal Description:

An impact fee is a one-time charge assessed against new development that attempts to recover the cost incurred by a local government in providing the public facilities required to serve the new development. To our knowledge, the Town does not currently have an impact fee for water mains or water-related infrastructure other than the current SIDF fee.

C.R.S. § 29-20-104.5 governs impact fees. The statute allows a local government to apply an impact fee “as a condition of issuance of a development permit . . . to fund expenditures by such local government on capital facilities needed to serve new development.” C.R.S. § 29-20-104.5(1). The impact fee must be: 1) “legislatively adopted;” 2) “generally applicable to a broad class of property;” and 3) “intended to defray the projected impacts on capital facilities caused by proposed development.” C.R.S. § 29-20-104.5(1)(a)-(c).

The statute enhanced the “reasonably related” standard set out in Krupp and established that before imposing an impact fee, a local government must quantify the reasonable impacts of proposed development on existing capital facilities and establish the fee at a level “no greater than necessary to defray such impacts directly related to proposed development.” C.R.S. § 29-20-104.5(2)(emphasis added). The general assembly declared that impact fees are a matter of statewide concern, meaning that if a local government institutes an impact fee it must comply with the criteria of C.R.S. § 29-20-104.5.

As you will note, the statute limits local governments to imposing impact fees only to defray the additional costs that will be incurred by “capital facilities” under the strains of new development. A “capital facility” is carefully defined to mean any improvement or facility that is “directly related to any service that a local government is authorized to provide,” “[h]as an estimated useful life of five years or longer,” and “[i]s required by the charter or general policy of a local government pursuant to resolution or ordinance.” C.R.S. § 29-20-104.5(4)(a)-(c). Thus for a connection charge to be considered an impact fee, a “capital facility” must be improved or built corresponding to the charge.

Given all of above, the Town could enact an impact fee if it foresees additional new development and desires to handle the installation of new water mains itself.

Impact Fee Summary:

The Impact Fee must be:

- 1) Legislatively adopted
- 2) Generally applicable to a broad class of property
- 3) Intended to defray the projected impacts on capital facilities caused by proposed development

The **Town** could enact an impact fee if it foresees additional new development and desires to handle the installation of new water mains/public improvements itself.

Table 1: Cost Recovery Examples Comparison

Municipality / Agreement Title	Type	Size	Cost	Who Paid Upfront?	# of Properties to Benefit	Length of Agreement	Amount due from Future Benefactors	Calculation of Amount due from Future Benefactors	Warranty	Notable Conditions
Manitou Springs Cost Recovery Agreement	Water Lines	1,125 ft	\$288,889.34	Property Owner / Developer	10	20 years OR upon receipt of maximum recovery to which the owner is entitled	\$26,262.67	Equal to 1/11 of the total costs of installation	1 year warranty	<ul style="list-style-type: none"> Identifies properties that will benefit (addresses) Any applicant for a tap that builds a structure or structures on more than one of the lots must pay an additional tap fee (per lot)
Fremont Sanitation District Sanitary Sewer Main Extension Agreement	Sanitary Sewer	1,734 ft	Not Specified	Property Owner / Developer	Not Specified	10 years	Set out on a per parcel bases (Exhibit B)	Not Specified	1 year warranty	<ul style="list-style-type: none"> If property, currently subject to the payback fee, is further subdivided in the future into lots which front on the main, the District will reassess the fee. Any person extending a sanitary sewer main, along any platted public right-of-way, will not be required to pay this fee, except service lines (capable of only serving one development). The Developer shall have no right of recovery against the district for any failure on its part to obtain such reimbursement.
Pagosa Area Water and Sanitation District Cost Recovery Policy	Water Lines, Sanitary Sewer Lines	N/A	To be indicated in the Main Line Extension Permit	Property Owner / Developer	N/A	10 years	N/A	Based on the number of equivalent units (E.U.'s) a connecting party uses times the dollar value of an E.U. (dollar value of E.U. equals Cost of improvements / # of E.U.'s improvements are capable of serving)	The district can withhold or divert Cost Recovery reimbursements to pay for necessary repairs to improvements caused by defective design, materials, or workmanship, regardless of whether any applicable warranty period has passed.	<ul style="list-style-type: none"> Fire hydrant lines are exempt from cost recovery. The District agrees to expend its reasonable efforts to collect the reimbursable costs and remit them to the applicant, but the district shall not bear the liability for any negligent or inadvertent failure to collect the reimbursable costs from the benefactors. Alternative formula for calculating cost recovery may be utilized when failure to use such alternative would be grossly unfair. The E.U. dollar amount may be adjusted based on the Denver/Boulder Consumer Price Index. Deposit due from applicant to cover the District's costs in reviewing the Cost Recovery Agreement, including without limitation staff, legal and other consultants.
Parker Water and Sanitation District Impact Area Agreement	Water Lines, Sanitary Sewer Lines	N/A	N/A	Property Owner / Developer	N/A	7 years, with the opportunity for one 7 year extension (if the Constructor has not been fully reimbursed within the first 7 year period), the day before the expiration of the agreement, any Property Owner who has not yet paid the fee (or hooked up to the line) is required to pay the Constructor the fee that would have been required had the hooked up to the line prior to that date	N/A	Amount equals each Property Owner's share of the total amount of the actual construction cost of the improvements	Not Specified	<ul style="list-style-type: none"> District is required to remit any "fees" (reimbursements) to the Constructor within forty-five days or receipt. Interest shall not be paid on any reimbursement. In the event the District executes any document requested by Constructor for the assignment of the District's collection right pursuant to this Section, the Constructor shall indemnify, defend, and hold the District harmless from and against every claim, demand, liability, cost, charge, suit, judgment and expense of whatsoever kind or nature, which the District, its officers, Directors, agents or employees may pay by reason of having executed any document seeking to assign the collection right or having failed to collect the Fee and shall reimburse the District for any associated costs, including without limitation those costs incurred in attempting to collect pursuant to this Agreement.
Fruita Recapture Agreement Highway 340 Sewer Extension	Sanitary Sewer	Not Specified	\$35,013	Property Owner / Developer pays for the service size needed, the Fruita Sewer Fund pays the difference to upsize the sewer line to support future development	5 EQRS	10 years	\$7,002.60 per Equivalent Residential Unit (EQR)	Recapture amount calculated based on estimated costs for construction less the amount that the Developer would have incurred to construct a sewer line to serve just their property	Not Specified	<ul style="list-style-type: none"> Recapture amount shall not be increased or adjusted for inflation. The Fruita Sewer Fund paid to have the sewer line installed, the developer paid the Fruita Sewer Fund their share (equal to the amount developer would have incurred to construct a sewer line to serve just their property) prior to construction

Recapture Agreement

COST RECOVERY AGREEMENT

This Cost Recovery Agreement ("Agreement") is made and entered into as of the _____ day of _____, 20__, by and between the Town of Buena Vista, a Colorado municipal corporation having an address of P.O. Box 2002, Buena Vista, Colorado 81211 (the "Town") and _____ having an address of _____ (the "Constructor") (collectively, the "Parties").

WHEREAS, the Constructor has caused to be constructed certain water, drainage, curb, gutter, sidewalk, or street improvements as described in the attached **Exhibit A** (the "Improvements") to serve Constructor's property as described on the attached **Exhibit B** (the "Constructor Property");

WHEREAS, the Improvements serve and benefit certain properties in addition to Constructor's Property (the "Benefitted Properties"), and the Town has determined it is in the best interests of its inhabitants and taxpayers to cause the Improvements to be constructed in the manner described in Exhibit A to serve the both the Constructor Property and the Benefitted Properties;

WHEREAS, the Constructor will cause the Improvements to be constructed in accordance with the plans set forth in Exhibit A, and will construct the Improvements in consideration for being reimbursed as set forth in this Agreement;

WHEREAS, the Town has determined that the Improvements benefit the Constructor Property and the Benefitted Properties pursuant to the formula set forth in the attached **Exhibit C**, and that the costs of the Improvements should be divided between the Constructor Property and the Benefitted Property as specified in Exhibit C;

WHEREAS, the Town requested the Constructor to construct the Improvements so the Improvements will be available for use by the Benefitted Properties in addition to the Constructor Property; and

WHEREAS, this Agreement is entered into pursuant to and complies with the provisions of Chapter __ of the Buena Vista Municipal Code regarding cost recovery for public improvements, and the Parties expressly agree that all the procedures for designating the Benefitted Properties and determining the cost allocation have been followed.

NOW, THEREFORE, in consideration of the premises and the agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

1. Purpose: The Purpose of this Agreement is to set forth the terms pursuant to which the Constructor has agreed to cause the Improvements to be constructed and the terms pursuant to which the Constructor shall be reimbursed for the costs of the Improvements.

2. Construction of Improvements: Pursuant to the conditions set forth in this Agreement, the Constructor has constructed the Improvements in accordance with plans approved by the Town for the amount set forth in Exhibit C, and that the costs of the Improvements shall be allocated to the Benefitted Properties as set forth in Exhibit C.

3. Reimbursement of Costs: The Town agrees to impose and collect the costs from the Property Owners in the amounts set forth in Exhibit C. No interest shall be collected by the Town. Collection of the fee shall occur as follows:

a. For water system improvements, payment shall occur at the time payment of the Town's system development fee is due.

b. For drainage or street, curb, gutter, or sidewalk improvements, payment shall occur at the time of platting if the Benefitted Property is unplatted at the time of this Agreement, or if the property is platted at the time of this Agreement, upon replatting or upon issuance of a building permit, whichever occurs first.

4. Collection Fees: The Town agrees to use reasonable efforts to collect the Fees from each Property Owner as required herein; provided that the Town shall incur no liability for the negligent or inadvertent failure to collect the reimbursable costs, and Constructor's sole remedy shall be an assignment of the collection right as set forth in Section 6 of this Agreement.

5. Imposition of Lien: The amounts allocated to the Benefitted Properties as set forth in Exhibit C shall constitute a lien on each of the Benefitted Properties. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on each of the Property Owner's parcels until paid in full. The obligations created by this Agreement shall run with the land and this Agreement shall be recorded against the Benefitted Properties in the records of Chaffee County, Colorado, to place all future purchasers, heirs, successors or assigns of the current owner(s) of the Benefitted Properties on notice of their responsibility to pay the amounts set forth in Exhibit C.

6. Assignment of Collection Right: To the extent permitted by law, the collection right created in the Town shall be assigned to the Constructor upon written demand by the Constructor, in the event one or more of the Property Owners are delinquent in the payment obligations and the Constructor is not in breach of any of the covenants to this Agreement. In the event the Town executes any document requested by Constructor for the assignment of the Town's collection right pursuant to this Section, the Constructor shall indemnify, defend, and hold the Town harmless from and against every claim, demand, liability, cost, charge, suit, judgment and expense of whatsoever kind or nature, which the Town, its officers, trustees, agents or employees may pay by reason of having executed any document seeking to assign the collection right or having failed to collect the amounts due and shall reimburse the Town for any associated costs, including without limitation those costs incurred in attempting to collect pursuant to this Agreement.

7. Term: This Agreement shall be valid and remain in full force for a period of ten (10) years from the date of execution, at which time this Agreement shall expire with no further obligations of the Parties.

8. Benefitted Property Owner's Obligation to Reimburse: On the day before the expiration of this Agreement, any owner of the Benefitted Properties who has not yet paid the amount set forth in Exhibit C to the Town shall reimburse the Constructor such amount.

9. Release of Liens: Upon receipt by the Town or the Constructor of payment of the amount owned by each the owner of one of the Benefitted Properties the party receiving the payment will promptly release the applicable lien. The Town will either record the release or deliver it to the then-owner of the land being released.

IN WITNESS WHEREOF the Parties, by their authorized representatives, have duly executed this Agreement as of the date set forth above.

[Remainder of page intentionally left blank – Signatures on following page]

EXHIBIT A
[Description of Improvements]

EXHIBIT B

[Legal description of Constructor Property]

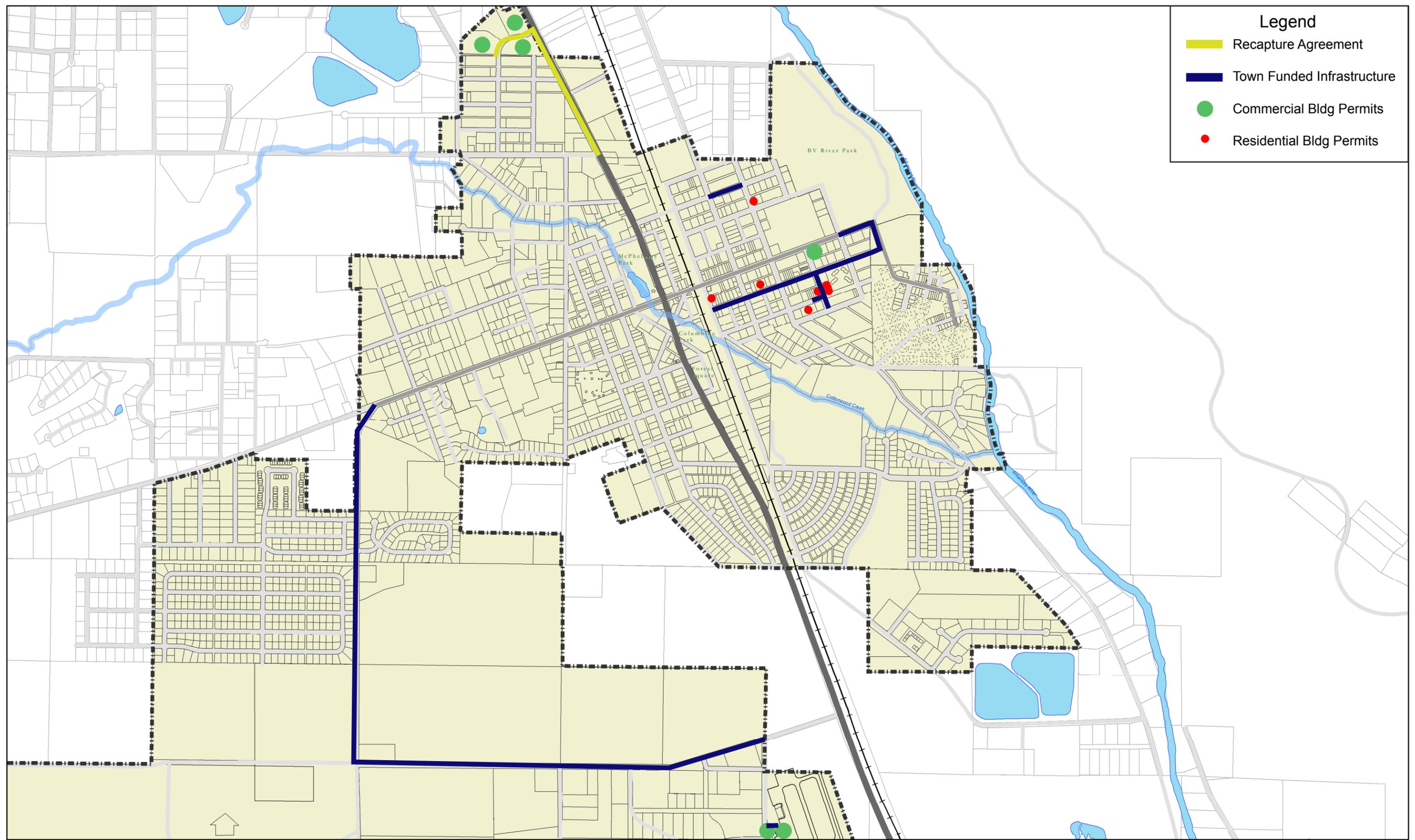
EXHIBIT C

[Legal Description of Benefitted Properties, Description of Cost Allocation Methodology, and Allocation of Costs]

Infrastructure Policy Tool Performance Indicators

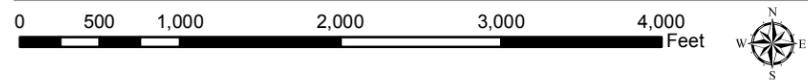
Building Valuations - New Commercial and Residential Investments

Address	Private Sector		Classification	% of Private Investment	Town's Costs	Funding Sources	Policy Tool	Return on Investment
	Residential/Commercial	Building Valuation						
Highway 24 Projects								
130 Harrison	C	\$ 1,900,133	Tractor Supply					
29785 Hwy 24 N	C	\$ 2,009,383	True Value					
115 Harrison	C	\$ 924,369	Love's					
Total		\$ 4,833,885		79%	\$ 25,000	Water	Recapture	\$ 4,808,885
Airport Projects								
27960 CR 319	C	\$ 47,313	Housing (Reach)					
27960 CR 319	C	\$ 100,000	Airport Hanger					
Total		\$ 147,313		2%	\$ 15,600	Airport	Cash/Grants	\$ 131,713
Beldan/Gold Street Infill Projects								
265 S. Beldan	R	\$ 24,971	Katrina Cottages					
275 S. Beldan	R	\$ 24,971	Katrina Cottages					
285 S. Beldan	R	\$ 24,971	Katrina Cottages					
295 S. Beldan	R	\$ 24,971	Katrina Cottages					
598 Gold St.	R	\$ 161,700	House + Garage					
549 Gold	R	\$ 136,958	House					
Total		\$ 398,544		7%	\$ 267,307	General/Water	Cash	\$ 131,237
Cedar/Arkansas/Gregg Streets Infill Projects								
607 E. Main	R	\$ 314,470	Double Duplex					
414 Cedar	R	\$ 134,114	House					
151 S. Railroad	R	\$ 136,958	ADU					
Pinon Infill Project								
502 Pinon	R	\$ 128,287	House					
Total		\$ 713,829		12%	\$ 3,000,000	General Fund	Bond	\$ (2,286,171)
Total		\$ 6,093,571		100%	\$ 3,307,907	Multiple	Multiple	\$ 2,785,664



Legend

- Recapture Agreement
- Town Funded Infrastructure
- Commercial Bldg Permits
- Residential Bldg Permits



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

Citizen Request for Town to Install Infrastructure on Pinon Street in Old Town Buena Vista



Pinon Street Lot Ownership

24 LOTS

- Scott & Corey Johnson – 3 lots
- Phillip & Cindy Puckett – 3 lots
- Mark & Kristen Krasnow -2 lots
- John & Leslie Allen – 2 lots
- Jenna Pfingston – 1 lot
- Matt Miller – 1 lot
- John & Allison Abdelnour – 1 lot
- Dustin Steffenson – 1 lot
- Alex Telthorst – 1 lot
- Chad and Katie Jo Willis – 1 lot
- The Town Company – 8 lots

Pinon Street Google Map View



2016 Town Zoning Map

Legend

 Town Boundary

Zoning Overlay Districts

 Airport Protection District

 Crossman

 Old Town 

 PUD

 Runway Protection Zone

Zone Districts

 B-1 General Business

 B-2 Highway Business

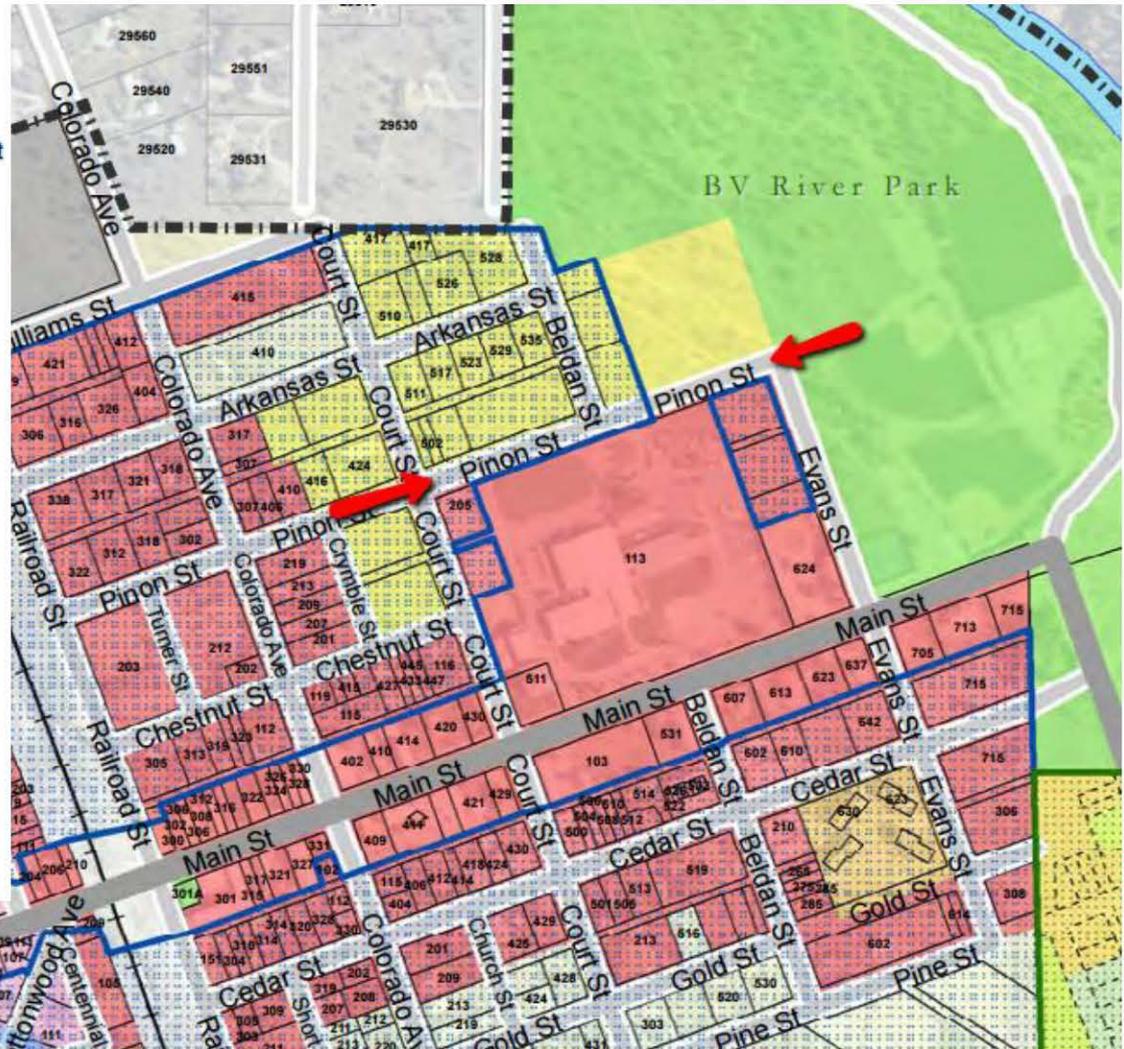
 R-1 Low-Density Residential

 R-2 General-Density Residential

 R-3 High-Density Residential

 I-1 Industrial

 S-1 Special Recreational



Pinon Street is within Old Town BV

- An important clarification is that these are old town lots.
- This is not a new development driven by a single developer.
- Town is and has always been responsible for providing infrastructure in old town BV.
- Property taxes have been paid on these lots for many years just like the lots on Beldan and Arkansas that recently were provided infrastructure.
- This is a group of 10 different individuals or families with little connection other than a desire to build long term affordable housing.

The Pinon Street Project aligns perfectly with the 2015 Comprehensive Plan

- The Comprehensive Plan that was published in 2015 clearly states that it is a priority for town to support long term affordable housing and infill development in town.
- The Pinon Street project fits that definition perfectly.

Comprehensive Plan

Goal 4: Buena Vista will support the continuing development of businesses that provide products and services for day-to-day shopping needs.

- **Policy:** Buena Vista will encourage the development of activities that return significant out-of-area income and provide products and services for local residents.

Action Items:

- Support activities to host special events and conferences in Buena Vista.
- Facilitate pop-up retail in vacant storefront locations.
- Consider providing additional mixed-use districts and revise mixed-use provisions in the Land Use Code for the Old-Town Zone Overlay to allow for easier installation of mixed uses.

- **Policy:** Tax increment financing, bonding for infrastructure improvements, waiving of impact fees, and special districts may be appropriate mechanisms for new commercial development.

Action Items:

- Work with the Downtown Revitalization Group for the possible formation of a Downtown Development Authority (DDA).
- Work with the Main Street Board to form a 501(c)(3) nonprofit and otherwise implement recommendations of the Downtown Colorado Inc. study for downtown.
- Consider implementing a Recapture and Assessment program for commercial and residential development located in areas that lack infrastructure.
- Set up a business support network which would provide guidance for new businesses on the Land Use Code requirements and other regulatory processes.

- **Policy:** Development should generally pay its own way, except for particularly desired affordable housing, commercial, infill, or connectivity improvements.

Action Item:

- Develop general guidelines for desired development that would require Town expenditure for infrastructure.



Comprehensive Plan

Income for affordable housing residents is often restricted to 30-120% of the area median income or AMI, with total housing costs equaling no more than 30% of annual income. Typically, affordable or workforce housing is located in or near employment centers. It can include single-family, multi-family, owner occupied or rentals, and mixed use units. Affordable or workforce housing can be made lower cost by government subsidies for infrastructure development, writing down the cost of land, or through exactions imposed on market-rate development, among other strategies.

Vision

Whether a young family, looking to put down roots, a single professional looking for an outdoor oriented lifestyle, or a retired individual, looking for a residence that meets their financial, physical, and social needs, a wide range of housing types should be provided that is attainable and desirable. South Main is



Comprehensive Plan

Why Is Housing Important?

Many people in the community report they cannot find housing that they like or that they can afford. This lack of housing options has a negative impact on the efforts to diversify Buena Vista's economy. If the economy is to expand beyond primarily being a tourist dominated economy, as the community desires, new housing stock should be provided to attract new companies to relocate to Buena Vista. The lack of affordable housing can be seen as an economic development bottleneck for the community.

New housing options will also ensure that potential and current residents can find housing that suits their needs and provides certainty that they can call Buena Vista home for many years to come.

Finally, more housing options will build a critical mass of local residents sufficient to support a year round economy.

What Type of Housing Is Needed?

A wide variety of housing options are supported by the community and should be explored. These range from emerging concepts such as tiny houses and live/work opportunities to more traditional housing such as continuum of care/ senior housing, accessory dwelling units, and multi-family housing developments. Various forms of subsidy and municipal support for affordable housing appear to be of interest to the community.



Encouraging greater housing density in certain locations was acceptable to most citizens responding to polls, and would avoid the need to annex significant amounts of additional land. Greater density will also focus development where cost-effective infrastructure improvements can be provided in an efficient manner, such as in the neighborhoods adjacent to East Main.

Comprehensive Plan

Goal 2: Buena Vista will locate new housing within existing neighborhoods.

- **Policy:** Buena Vista will promote new housing on underdeveloped and vacant parcels within the downtown core and provide for mixed-uses.

Action Items:

- Establish new zoning districts that encourage mixed-use development, greater density and address affordable housing.
- New planning trends such as tiny homes and live-work units should be implemented.
- Develop dimensional standards that will support in-fill development and neighborhood compatibility.
- Establish a fee and review system that favors re-development and infill development in the commercial core area.
- Remove code barriers on East Main and ensure suitable infrastructure for mixed-use development exists in the core area.



Town Criteria for Project Evaluation



1. Infill development in Old Town Buena Vista

- Pinon Street is clearly within old town BV



2. Affordable Housing

- Lots on Pinon Street measure 25' x 120'
- Average home size will be 1,200 square feet
- Homes will be more expensive if lot owners have to fund in-town infrastructure development



3. Long Term Housing

- Most lot owners want to build to sell or lease
- Vacation Rentals are good for town, especially when located so close to the main business district

Crunching Numbers

Infrastructure Development

- Estimate from Miles Construction for the installation of infrastructure: \$110,000 - \$120,000
- 24 lots each paying a \$6,000 tap fee = \$144,000

During Construction:

- Average construction cost (1,200 sq ft home x \$175/sq ft) = \$210,000
- **\$210,000 x 25 homes = \$5+ million into local economy**
- Wages paid per house average \$100,000, mostly to locals
- Secondary Jobs: financing, insurance, brokerage, maintenance, etc.

Make the Investment in Town

- Ongoing water service fees \$360 per year per house
- Sales and lodging tax if rented short term
- Average household = 2.5 People
- Average Person Supports 20 square feet of retail
- $24 \text{ lots} \times 2.5 \text{ people} \times 20 = 1,200 \text{ SF}$ of retail downtown and a few jobs
- **Town receives about \$10,000 directly back plus:**
 - Benefits from an increased property, sales and lodging tax base
 - Benefits from a stronger retail environment on Main St. without an increased parking demand

Questions for Town

1. Are the other projects being considered driven by a single developer or individual citizens?
2. How shovel ready are the other projects?
3. How do the other projects measure up to this project according to the Town's criteria for evaluation?



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

DATE: August 24, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: 2015 Intergovernmental Agreement (IGA) for Consolidation of Cost Sharing of Dispatch Communications for Chaffee County Communication Center

Request

Staff is requesting that the Board of Trustees consider formalizing the January 1, 2015 IGA for cost sharing of the Chaffee County Communication Center.

Overview

Before a sales tax was passed in November of 2015 that funded the Chaffee County communication center, the town paid a contribution towards the center. The attached agreement was never approved or signed by the town for the service in 2015. In order to correctly document the previous cost sharing intergovernmental agreement, Chaffee County has requested that the town sign the IGA. The sales tax that funded the communication center went into effect in 2016 and town no longer has to contribute funds annually.

Policy Alignment

This IGA aligns with various administrative policies and ensures that agreements are accurately accounted for and documented.

Attachment

- 2015 Intergovernmental Agreement for Consolidation of Cost Sharing of Dispatch Communications for Chaffee County Communication Center.

**INTERGOVERNMENTAL AGREEMENT FOR CONSOLIDATION OF COST
SHARING OF DISPATCH COMMUNICATIONS FOR CHAFFEE COUNTY
COMMUNICATIONS CENTER**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is dated as of this **1st day of January, 2015**, by and among the Board of County Commissioners of Chaffee County, Colorado (“County”), the Town of Poncha Springs, Colorado, the City of Salida, Colorado, the Town of Buena Vista, Colorado, the South Arkansas Fire Protection District, the Chaffee County Fire Protection District, and RAMROD, a Colorado non-profit corporation doing business as Ark River EMS (“RAMROD”), (all such entities, including the County, are collectively referred to below as the “Parties”).

- A. Section 29-1-203, C.R.S. authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so.
- B. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S. encourages and authorizes intergovernmental agreements.
- C. As the community has grown, there have been more calls for dispatch services.
- D. The Parties rely on quality dispatching in order to provide efficient services.
- E. The County has historically provided dispatch services to the Parties and until October 2012 had absorbed the full cost of providing such dispatch services, except for the \$900.00 annual payment from RAMROD. Dispatch services are distinct from the 911 equipment. Currently, the County utilizes Computer Aided Dispatch (“CAD”) and a radio system in which dispatch calls are physically typed into the CAD and then Communication Center employees radio the appropriate agency. The radio system includes work stations and a recorder, temperature controlled storage and a backup generator.
- F. Utilizing local, professionally-trained dispatch personnel familiar with the County and its terrain results in efficient services in a time-saving manner.
- G. Providing such services at the increased levels became cost-prohibitive for the County and it would be cost-prohibitive and inefficient for the above entities to replicate such system.
- H. The Parties agree to join in funding a consolidated local dispatch communications system to provide effective, efficient dispatch services.

THUS, for good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

- 1. The County shall continue to operate a central dispatch communication facility to be known as the Chaffee County Communications Center (the “Center”) and shall use the

same for the purpose of receiving and dispatching fire, police and emergency service calls.

2. The duty of operating the Center and the complete management of such Center is vested in County and County shall have the full, complete, and exclusive authority to operate and manage such Center, including, but not limited to, the authority to hire and fire employees for such office. The Center's Manager shall report to the County Sheriff for supervision and routine matters. This IGA, however, does not affect the Intergovernmental Agreement establishing the Emergency Telephone Service Authority ("ETSA"), as amended (such agreement is referred to in this IGA as the "E911 IGA"). The ETSA shall continue to be responsible for administering the operation of the emergency telephone service program (or E911 program).
3. The Parties agree that, by execution of this IGA, they proportionally shall be responsible for funding consolidated dispatch communications, as further described below. Quarterly payments are due to the County by the last working day of the calendar year quarter. Billing invoices for the dispatch service shall be sent out 15 days prior to the end of the quarter.
4. By entering into this IGA none of the Parties shall be responsible for liability incurred as a result of any other Parties' acts or omissions in connection with this IGA. Any liability incurred in connection with this IGA is subject to the immunities and limitations of Colorado law. This paragraph is intended to define the liabilities among the Parties hereto and is not intended to modify, in any way, the Parties' liabilities as governed by federal, state, local or common law. The Parties and their "public employees and officials" do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. The County disclaims responsibility for malfunctions of the Center, except for claims resulting directly from the negligence of its employees.
5. With the exception of the E911 equipment (which shall continue to be governed by the E911 IGA), all of the Center's dispatch equipment, whether presently installed or subsequently installed, shall remain the property of the County.
6. Each Party shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the Center.
7. The County shall pay all costs of the maintenance and operation of the Center, including the expense of operating all telephone lines terminating at the Center. The County shall maintain the CAD software for the computer at the Center, and the County will be the contact agency with the software company. The County shall have full and final authority concerning all security issues for the CAD at the Center. The County shall be responsible for maintaining all files within the computer at the Center and shall be responsible for all updates and changes. The County shall maintain security of all files for the Parties. If any Party ceases its participation in this IGA, the County shall continue

to maintain the records portion of the system on the County's computer.

8. The Parties will jointly contribute each year the amount necessary to operate the Center for the calendar year. The amount of each Party's contribution shall be based on each entity's proportional calls for service (see attached Addendum for a description of what constitutes a "call for service") compared to other consolidated users (based on statistics which are maintained through the Center's CAD system) for the prior calendar year. By July 15 of each year, the Center's Manager will provide statistics for each Party and the ETSA from July 1 of the previous year through June 30 of the current year for the purpose of determining each Party's proportional share. By August 31 of each year, the Joint Policy Committee (described below) will provide a draft budget after the preliminary data has been received from the ETSA for the Center's upcoming year. A Party's failure to give written notice of an intent not to renew as contemplated below will indicate such Party's agreement to its proportionate share of the Center's actual costs in the upcoming year. The Parties acknowledge that the budget may require amendment because of unforeseen equipment failure or some other unforeseen cost. Alternatively, the Center's actual costs may be less than the budgeted amounts. Any adjustments (refunds or additional payments) will be made thirty days following year end.
9. Employees of the Center will be County employees, governed by Chaffee County Policy and Procedures.
10. A Joint Policy Committee ("JPC") shall be empowered to meet at least on a quarterly basis for the purpose of providing advisory recommendations concerning matters pertaining to the overall budgetary and operational structure of the Center. The JPC's purpose is to represent the collective voice of all communications users within the Center and assist the Center's Manager with reviewing and improving the communications system. The JPC shall not have any authority to bind the Communications Center or direct its employees; rather, it shall serve in an advisory role. The members of the JPC shall be comprised of the following individuals:
 - Chaffee County Administrator
 - Chaffee County Finance Director
 - Salida City Administrator
 - Salida Finance Director
 - Buena Vista Town Administrator
 - Buena Vista Finance Director
 - Poncha Springs Mayor or Designee
 - Board Representative for Chaffee County Fire Protection District
 - Board Representative for South Arkansas Fire Protection District
 - RAMROD Representative or designee
 - Chaffee County Sheriff or designee

The length of term for all JPC members shall be perpetual for the duration of this IGA. The specific duties and responsibilities of the JPC are as follows:

- a. Develop and recommend an annual budget by August 31 to the County for final approval and/or modification.
 - b. Review of policies and procedures of the Center.
 - c. Review of operational goals and guidelines for the Center.
 - d. Report when necessary to the member agencies of the Center.
 - e. Review of the activities of the ETSA.
 - f. Evaluate the Center's proportional payment calculation as part of the budget process and make recommendations to the County regarding such calculation as an element of the overall budget process.
 - g. Make determinations regarding the definition of emergency services and the fees for such services, in light of the ETSA's recommendations.
11. The term of this IGA with respect to RAMROD shall be from January 1, 2015 through June 30, 2015, and with respect to all other entities the term of this IGA shall be from January 1, 2015 through December 31, 2015.
 12. This IGA may be amended from time to time by the written agreement of the Parties.
 13. This IGA or any interest in this IGA may not be assigned or transferred, in whole or in part, without the County's prior written consent.
 14. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this IGA.
 15. If any one or more of the provisions contained in this IGA shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this IGA shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.
 16. This IGA supersedes all prior agreements, written or oral, among the Parties for emergency dispatch services.
 17. This IGA constitutes the entire agreement among the Parties and shall be binding upon said Parties, their officers, employees, agents and assigns.
 18. All payments due hereunder are subject to annual appropriations by the Party from which payment is due, so as to avoid creation of a multiple fiscal year financial obligation without voter approval in violation of TABOR (Article X, Section 20 of the Colorado Constitution.) In the event the Parties fail to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, this IGA shall terminate as to that Party as of January 1 of the year in which such payment is due.

- 19. This IGA shall be in full force and effect upon execution of this IGA by all of the Parties.
- 20. This IGA may be executed in multiple counterparts which shall be effective as if all signatures were affixed to one original document.

Chaffee County

By: 
 Dennis Giese, Chairperson
 Chaffee County Board of Commissioners

ATTEST:


 Chaffee County Clerk/Recorder

Town of Poncha Springs

By: _____

ATTEST:

City of Salida

By: 

 MAYOR

ATTEST:


 Deputy City Clerk

Town of Buena Vista

By: _____

ATTEST:

South Arkansas Fire Protection District

By: _____

ATTEST:

Chaffee County Fire Protection District

By: _____

ATTEST:

- 19. This IGA shall be in full force and effect upon execution of this IGA by all of the Parties.
- 20. This IGA may be executed in multiple counterparts which shall be effective as if all signatures were affixed to one original document.

Chaffee County

By: _____
Dennis Giese, Chairperson
Chaffee County Board of Commissioners

ATTEST:

Chaffee County Clerk/Recorder

City of Salida

By: _____

ATTEST:

South Arkansas Fire Protection District

By: _____

ATTEST:

Town of Poncha Springs

By: Richard Furston
Mayor

ATTEST:

Diana K. Henney
Town Clerk

Town of Buena Vista

By: _____

ATTEST:

Chaffee County Fire Protection District

By: _____

ATTEST:

RAMROD

By: _____

Name (printed): _____

Title: _____

ATTEST:

ADDENDUM

Dispatch Call Definition

When someone calls into dispatch, and some type of action is necessary by a responder, then a call is generated. For example, John Doe calls reporting a theft at his residence. If it is a multiple agency response type incident (i.e., car crash) then a call is entered for all agencies that respond, i.e., fire, EMS, and law enforcement. If 4 fire trucks and 5 firefighters respond, then that information is put into the call, but it is still just one call. The exception to this is EMS, which requires different “call” numbers for each patient, so one incident that had 3 injuries would result in EMS getting 3 calls for that incident. If the person who needs assistance calls that department direct and it requires a response, then dispatch enters a call on it, since the information and times need to be tracked.



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

DATE: August 24, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Resolution #84, Series 2016, entitled “A RESOLUTION THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A GRANT CONTRACT WITH THE COLORADO DIVISION OF LOCAL GOVERNMENT FOR COMPLETION OF AN ECONOMIC VITALITY STRATEGY.”?

Request

Staff is requesting that the Board of Trustees consider approval of a grant contract between the Department of Local Affairs (DOLA) and the Town of Buena Vista.

Overview

The Economic Vitality Advisory Board and staff worked together on a grant to produce an comprehensive economic development strategy for town. The grant was submitted to the Rural and Economic Development Initiative (REDI) program managed by the Colorado Office of Economic Development and International Trade. The amount of the grant was for \$27,500 and the town will contribute the other half of \$27,500 for a total project amount of \$55,000. The next steps are to work with the advisory board on an RFP process and select a vendor.

Policy Alignment

This grant aligns with the board’s policy goals of enhancing economic vitality in town. This project also helps the organization implement the 2015 Comprehensive Plan. The community wants the town to help diversify the economy, reduce the seasonality that exists, and to improve the quality of life for Buena Vista. This project accomplishes these policy goals.

Attachment

- Buena Vista Economic Vitality Strategy Grant Agreement

RESOLUTION NO. 84
(Series 2016)

**A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN
THE TOWN OF BUENA VISTA AND THE STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS FOR THE COMPLETION OF AN
ECONOMIC VITALITY STRATEGY**

WHEREAS, the Town submitted an application to the State of Colorado Department of Local Affairs ("DOLA") for funding to develop an economic vitality strategy; and

WHEREAS, DOLA has approved the Town's request and the Trustees of the Town of Buena Vista desire that the Town enter into a grant agreement to obtain the funds necessary to conduct the work to develop an economic vitality strategy.

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

The Grant Agreement attached hereto as **Exhibit A** is hereby approved and the Mayor is authorized to execute the same.

RESOLVED, APPROVED AND ADOPTED this 24th day of August, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Mayor, Joel Benson

ATTEST:

Town Clerk, Janell Sciacca



August 17, 2016

Joel Benson, Mayor
Town of Buena Vista
PO Box 2002
Buena Vista, CO 81211

RE: REDI #00089 - Buena Vista Economic Vitality Strategy

Dear Mayor Benson:

Attached is the grant contract packet for the above-referenced Rural Economic Development Initiative project. If the contract is satisfactory as written, please print and sign the contract (original signatures only; no photocopies, stamped or e-signatures).

The second page of this letter is a Return Routing Memorandum that includes a Grantee Checklist. Please use this document to facilitate the return of your grant packet documents. Using the Checklist will ensure that your contract has been signed by the appropriate person, that you have enclosed the correct number of documents for return to the State, that you have correctly addressed your return packet, and that you have notified us that your documents are on their way back to us.

If you would like your copy of the fully executed grant contract to contain original signatures, please make sure you sign and return two (2) main grant agreements to us. If a photocopy of the originally signed fully executed grant contract is acceptable to you, then you need only sign and return one (1) main grant agreement to us.

The State Controller requires hard copies and original signatures for contract execution. We cannot complete the execution of your grant documents without these. Until your grant contract is fully executed (signed by all Parties), you may not incur any costs or expenses for this Project.

If you have any questions about these grant packet documents or the contract execution process, please contact your Regional Manager, Christy Culp, (719) 589-2251, (christy.culp@state.co.us) or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Internal Services Manager
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

TO: Hannah Cichocki

THROUGH: Brandy Reitter, Town Administrator, Buena Vista

FROM: Beth Lipscomb

DATE: August 17, 2016

RE: Contract Approvals

FOR FINAL APPROVAL ROUTING:

RE: REDI #00089 - Buena Vista Economic Vitality Strategy

GRANTEE CHECKLIST:

- the main Grant Agreement is signed by an authorized signator (original signatures only; no photocopies, stamped or e-signatures)
- signed by County Chief Elected Official, City/Town Mayor, or District Board President/Chair
 - signed by Other
 - documentation of authority to sign is enclosed
- the correct number of originals are attached
- one (1) signed original for the State
 - one (1) signed original for return to the Grantee
- documents being sent back to the State must be addressed to:
- Department of Local Affairs
ATTENTION: Hannah Cichocki
1313 Sherman Street, Room 521
Denver, CO 80203
- you have sent an email to the State (hannah.cichocki@state.co.us) indicating the date the hard copy will be/has been posted for return to State



GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

TOWN OF BUENA VISTA

Summary

Award Amount: \$27,500.00

Identification #s:

Encumbrance #: F17RED00089 (*DOLA's primary identification #*)
Contract Management System #: 93445 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: REDI 00089
Project Name: Buena Vista Economic Vitality Strategy
Performance Period: Start Date: _____ End Date: 6/30/2017
Brief Description of Project / Assistance: The Project consists of the Town of Buena Vista engaging the services of a qualified consultant to complete an economic vitality strategy.

Program & Funding Information:

Program Name: Rural Economic Development Initiative
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): n/a
Funding Account Codes: _____

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EXHIBIT A – APPLICABLE LAWS

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – PROJECT PERFORMANCE PLAN

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between **TOWN OF BUENA VISTA** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM.

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF PROJECT

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$27,500.00 (TWENTY SEVEN THOUSAND, FIVE HUNDRED and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State’s current fiscal year. Therefore, Grantee’s compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State’s performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State’s liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State’s sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of **Exhibit B**. For line item adjustments over 10% but less than 24.99% (a “**Minor Line Item Adjustment**”) which are

approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with **§4.5** of **Exhibit B**. For overall Budget adjustments less than 24.99% (a “**Minor Budget Adjustment**”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1** of **Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1** of **Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the “Record Retention Period”) until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee’s sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee’s performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State’s principal representative. Except as otherwise provided in this Grant, Grantee shall keep all tenant, patient and offender information confidential.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee

shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

E. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

DOLA is not a covered entity under HIPAA for purposes of this Grant. If the Grantee is a covered entity under HIPAA, it shall comply with the requirements of HIPAA, and in all instances shall comply with all other federal and state laws protecting the confidentiality of patient information.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee’s obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee’s Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and

umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder’s Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

This subsection shall apply if Grant Funds are provided for the construction or rehabilitation of real property.

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,
- iv. Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee’s performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee’s employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State’s option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Joel Benson, Mayor
Town of Buena Vista
PO Box 2002
Buena Vista, CO 81211
Email: joel@outburstllc.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without

such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. **EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. **PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. **PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee’s behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE TOWN OF BUENA VISTA</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Rachel Harlow-Schalk, Financial Assistance Director</p> <p>Date: _____</p>
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ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA**

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC 552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Rural Economic Development Initiative. The purpose of the Rural Economic Development Initiative is to assist political subdivisions that are or could be socially and/or economically impacted by the closure of a local large employer.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of the Town of Buena Vista engaging the services of a qualified consultant to complete an economic vitality strategy.

2.2. Work Description. The Town of Buena Vista (Grantee) shall contract for the services of a qualified consultant to complete an economic vitality strategy. The economic vitality strategy shall include an assessment of the community's economic strengths, weaknesses, opportunities and current conditions. The completed economic vitality strategy shall include implementable recommendations to assist the Grantee with decisions regarding diversifying their economy. The Grantee shall own the economic vitality strategy and any related documents.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: Eligible expenses include consultant service fees, bid/advertisements and attorney fees, as well as costs associated with printing/producing the plan.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. split on a pro-rata basis between the State and Grantee

2.6.2. returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.4. "Project Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is a completed economic vitality strategy including implementable recommendations to assist the Grantee with decisions regarding diversifying their economy.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Buena Vista, Colorado, within Chaffee County.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee’s Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a “**Minor Line Item Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(i) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.4 (each a “**Line Item Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a “**Minor Budget Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(ii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a “**True-up Budget Proposal**”). Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(iii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this §4.5.1.1 is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State 's sole discretion, as the State executed this Grant in part reliance on Grantee’s representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of **Brandy Reitter, Town Administrator (badmin@buonavistaco.gov)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Consultant Services	\$55,000	\$27,500	\$27,500	Grantee
Total	\$55,000	\$27,500	\$27,500	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$26,125	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$1,375	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$27,500	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

Town of Buena Vista
 PO Box 2002
 Buena Vista, CO 81211

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: REDI	Name of Grantee Town of Buena Vista		
Project Number: 00089	Name of Project Economic Vitality Strategy		
DESCRIPTION OF PROJECT:	The Project consists of the Town of Buena Vista engaging the services of a qualified consultant to complete an economic vitality strategy.		
DOLA Staff: Christy Culp - Regional Manager (719) 589-2251 CC			
MILESTONES – Grantee shall...	By:	STATE ROLE- DOLA shall...	
Put Project out to bid.	September 1, 2016	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Provide DOLA with Project Timeline.	August 31, 2016	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Consultant mobilization.	December 14, 2016	Monitor [construction inspection] [progress] reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Project Completion.	June 30, 2017	Review past quarterly reports, conduct on-site monitoring, and review final report.	ACHIEVED: <u>MM/DD/20YY</u>

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>3rd Quarter 2016 4th Quarter 2016 1st Quarter 2016 2nd Quarter 2016</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation shall consist of at least the following monitoring method:</p> <p>a) Question and answer sessions with the Consultant to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review. Specifically, such sessions will determine if:</p> <p>i) A percentage of the economic vitality strategy documents have been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B; and</p> <p>ii) The information contains enough depth and detail to provide options to the Grantee for making decisions regarding economics as detailed in Exhibit B.</p>	<p>(30 calendar days after each quarter):</p> <p>October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DOLA within 90 days after the Project Completion or expiration of Grant Agreement.	October 29, 2017	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G Form of Option Letter

Date: _____	Original Grant CMS #: _____	Option Letter # _____	CMS Routing # _____
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1) OPTIONS:

- a. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
- b. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
- c. Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B. Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs
<hr style="border: 0; border-top: 1px solid black;"/> By: Irv Halter, Executive Director Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____



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

DATE: August 24, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator
SUBJECT: TOWN ADMINISTRATOR REPORT

Administration

Reminders:

- August 30 – Save the Date: Intergovernmental Meeting in the evening.
- September 8 – CML District 13 Meeting in the Town of Coal Creek.

The server RFP process is completed. Staff will bring a contract for the BOT to consider at the September 14 meeting.

The Colorado Department of Public Health and Environment is wrapping up Phase 2 of the environmental assessment in October. The project includes the old town dump located under the pump track and dog park. A core sampling is being collected and then they will produce a final report.

Recreation, Events, Trails, & Tourism

The FronTerra Group that is working on the park designs hosted two public input meetings August 15 – 16. They will incorporate feedback and send staff preliminary concepts and costs on August 29. A survey monkey has been distributed to solicit more input for those who couldn't make it.

Staff is attending a GOCO grant writing workshop in anticipation of park projects this fall on August 22.

BV Rec made \$150 on the Gold Rush Days 5K and another \$150 on the first annual softball tournament.

The Recreation Advisory Board will complete their master plan update by the end of August. The next steps are to complete the River Park master plan. The advisory board will make a presentation on their plans September 14 at the BOT work session.

The Buena Vista Sportsman's Club was awarded a grant from the Colorado Department of Parks and Wildlife for \$11,000 to improve a trap house and associated runways.

Events

- September 17 is the Autumn Color Run

- September 20 – 24 is the ATV Historic Color Tour

Trails

- The design of the Midland Hills Bridge and trail system extension has begun. BLM is working locally to GPS a proposed trail that will be designed and constructed in 2017.

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

Starting Monday August 22, the town will announce water restrictions for the remainder of the season. With a recent call on Cottonwood public works has scaled back outdoor irrigation and is shutting down the Splash Park early. The town lake has also been lowered to pay back water on Cottonwood Creek. Irrigation in the River Park will continue because it comes from a different water source.

Main Street & Creative District, Community/Economic Development Initiatives

The Blueprint 2.0 Build a Better Business Brand community workshop is scheduled for September 8. Some of the topics that will be covered are:

- Conducting a brand audit and giving the community feedback
- Identify industries that the community would like to attract that balance out the economy
- Secure a branding and marketing mentor for town
- Set up benchmarks for the community to help reach branding goals
- Prioritize branding projects and determine what gives us the best use of our limited funds
- Establish who is the target audience for branding strategies
- Identify ways to diversify the economy

The Town of Buena Vista was awarded the Downtown Colorado, Inc. 2016 Governor's Award for Downtown Excellence for the Buena Vista Square Optimist Splash Park. Staff will accept the award at their conference on September 22 in Pueblo. Town was awarded the GOCO Starburst award for the same project last month.

BV Creates is forming a group of local artists to begin the process of becoming an official arts organization. An information meeting is being held on August 31 at the community center at 6PM.

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

Sales Tax

June sales tax figures are in and again Buena Vista has posted a banner month. Total collections for Town was \$292,763.70. This is 21.53% increase over June of 2015 and a 20.72% increase over our 2016 Budget. So far the dollar increase over what was budgeted for 2016 through June is \$156,098.70. I have attached the graph to this report.

Budget and the Chart of Accounts

The chart of accounts rework is nearly finished and the first draft of the budget is not far away.

Town Expenditures

Since the August 10, 2016 report, the Town has issued:

- 95 Accounts Payable checks for Town expenditures for a total of \$68,894.52.
- ACH withdrawals to the IRS, FPPA, and Colorado Department of Revenue for \$20,803.23 for the pay period ending 7/30/2016.
- Net payroll of \$56,015.41 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 - \$ 50,970.40
- Water Fund - \$ 9,644.66
- Capital Improvement - \$ 7,456.95
- Airport Enterprise Fund - \$ 21,625.74
- Total all Funds - \$ 89,697.75

Large expenditures this period:

- Ascent Aviation for \$17,010.44 fuel inventory and the fuel truck lease.
- Chaffee County Economic Development Corp. for \$5,000.00 for the 2016 annual contribution.

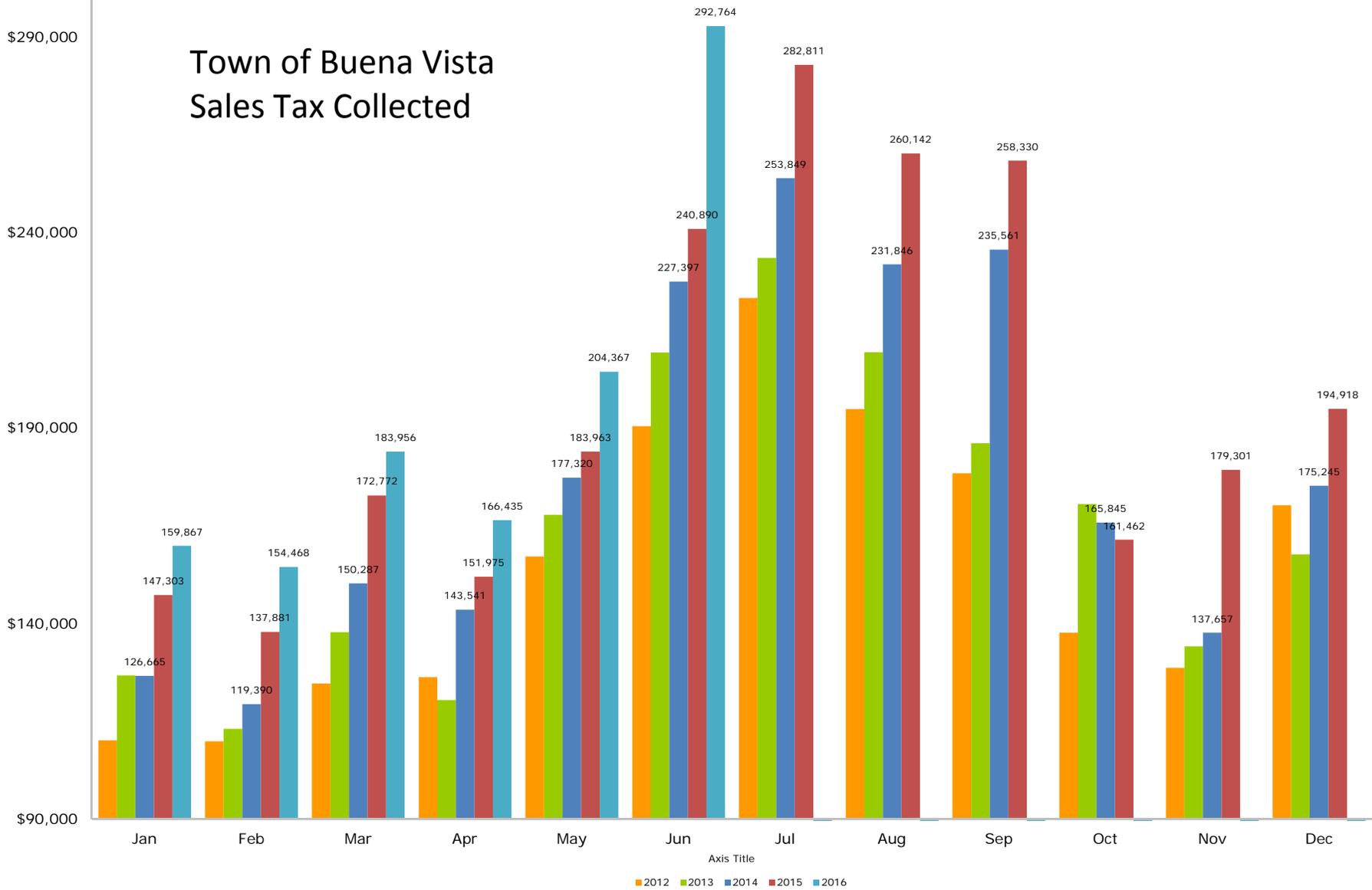
Surround Yourself with What Matters

- Town of Buena Vista, Water Fund for \$3,249.75 for water usage for July.
- RG and Associates for \$2,906.80 for engineering largely for water system improvements.
- ACA Products for \$2,057.98 Crusher Fines for park maintenance.
- Diamond Vogel for \$2,668.32 Yellow Traffic Glass Bead
- Sangre De Cristo Electric for \$10,203.60 for July electricity and street light replacements.

This concludes my report at this time.

Michelle Stoke, CPA
Treasurer

Town of Buena Vista Sales Tax Collected





Town of Buena Vista

Fund Balance Report

As Of 08/19/2016

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
01 - General Fund	1,795,650.31	2,203,511.78	2,125,956.31	1,873,205.78
02 - Water Enterprise Fund	6,719,421.03	565,829.83	728,746.27	6,556,504.59
03 - Capital Improvement Fund	973,053.65	237,942.33	305,176.88	905,819.10
04 - Conservation Trust Fund	73,615.73	17,094.72	0.00	90,710.45
07 - Airport Enterprise Fund	3,079,434.91	347,812.39	279,224.94	3,148,022.36
Report Total:	12,641,175.63	3,372,191.05	3,439,104.40	12,574,262.28



Town of Buena Vista

General Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 08/31/2016

Department	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
100 - General Government	1,937,858.08	1,937,858.08	304,148.04	2,012,355.48	-74,497.40
120 - Town Clerk	18,105.92	18,105.92	2,317.25	13,168.75	4,937.17
125 - Municipal Court	26,705.52	26,705.52	0.00	24,414.07	2,291.45
210 - Police Department	1,154.08	1,154.08	0.00	4,935.00	-3,780.92
230 - Volunteer Fire Department	7,530.32	7,530.32	35.00	255.00	7,275.32
310 - Planning (Development)	74,670.48	74,670.48	1,464.86	53,520.41	21,150.07
320 - Community Center	4,888.64	4,888.64	1,029.25	6,889.25	-2,000.61
410 - Public Works	6,883.12	6,883.12	60.00	2,230.00	4,653.12
415 - Street Maintenance	539.76	539.76	60.00	630.00	-90.24
510 - Parks Department	5,647.60	5,647.60	45.00	15,174.50	-9,526.90
515 - Rodeo Grounds	366.48	366.48	480.00	600.00	-233.52
520 - Cemetery	4,961.28	4,961.28	0.00	9,445.00	-4,483.72
550 - Recreation Department	26,572.64	26,572.64	1,722.15	59,894.32	-33,321.68
Revenue Total:	2,115,883.92	2,115,883.92	311,361.55	2,203,511.78	-87,627.86
Expense					
100 - General Government	0.00	0.00	0.00	49.01	-49.01
110 - Mayor & Board of Trustees	32,764.00	32,764.00	1,286.27	31,576.66	1,187.34
115 - Elections	3,225.36	3,225.36	0.00	4,211.54	-986.18
120 - Town Clerk	66,076.16	66,076.16	5,209.66	49,457.27	16,618.89
125 - Municipal Court	48,165.36	48,165.36	3,450.30	44,597.94	3,567.42
130 - Town Administrator	229,438.64	229,438.64	16,250.22	272,770.14	-43,331.50
135 - Financial Administrator	130,300.40	130,300.40	10,788.96	120,574.63	9,725.77
140 - Town Hall Operations	20,485.44	20,485.44	985.28	11,641.80	8,843.64
150 - Public Support	433,365.52	433,365.52	6,354.32	75,481.13	357,884.39
160 - Information Technology	73,877.60	73,877.60	5,504.75	57,390.60	16,487.00
210 - Police Department	566,363.28	566,363.28	61,904.42	576,148.21	-9,784.93
220 - Public Safety Complex	13,925.44	13,925.44	504.08	7,654.29	6,271.15
230 - Volunteer Fire Department	145,927.12	145,927.12	14,225.55	152,747.69	-6,820.57
310 - Planning (Development)	216,919.44	216,919.44	18,101.08	212,397.54	4,521.90
320 - Community Center	21,924.48	21,924.48	1,371.21	9,477.36	12,447.12
330 - BVTV - Public Access Television	3,056.88	3,056.88	0.00	3,000.00	56.88
410 - Public Works	251,828.32	251,828.32	29,018.11	261,002.42	-9,174.10
510 - Parks Department	141,711.28	141,711.28	15,112.72	120,184.10	21,527.18
515 - Rodeo Grounds	380.00	380.00	0.00	167.79	212.21
520 - Cemetery	7,153.04	7,153.04	1,467.12	5,210.16	1,942.88
550 - Recreation Department	121,381.68	121,381.68	12,091.39	110,216.03	11,165.65
Expense Total:	2,528,269.44	2,528,269.44	203,625.44	2,125,956.31	402,313.13
Total Surplus (Deficit):	-412,385.52	-412,385.52	107,736.11	77,555.47	-489,940.99



Town of Buena Vista

Capital Improvement Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 08/31/2016

Obj Category	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
31 - Taxes	230,254.48	230,254.48	47,751.42	235,988.92	-5,734.44
36 - Park & Facility Fees	3,332.00	3,332.00	0.00	0.00	3,332.00
37 - Grants / Donations / Refunds / Misc	164,942.00	164,942.00	0.00	1,953.41	162,988.59
38 - Transfers to / From Funds	176,596.00	176,596.00	0.00	0.00	176,596.00
48 - Capital Improvements	234,605.44	234,605.44	0.00	0.00	234,605.44
Revenue Total:	809,729.92	809,729.92	47,751.42	237,942.33	571,787.59
Expense					
16 - Depreciable Assets	12,728.24	12,728.24	0.00	9,100.00	3,628.24
45 - Capital Outlay	6,664.00	6,664.00	0.00	1,700.00	4,964.00
46 - Debt Service	166.56	166.56	0.00	250.00	-83.44
48 - Capital Improvements	1,013,708.24	1,013,708.24	7,456.95	294,126.88	719,581.36
Expense Total:	1,033,267.04	1,033,267.04	7,456.95	305,176.88	728,090.16
Total Surplus (Deficit):	-223,537.12	-223,537.12	40,294.47	-67,234.55	-156,302.57



Town of Buena Vista

Airport Enterprise Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 08/31/2016

Obj Category	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
33 - Charges for Services	285,310.72	285,310.72	9,867.73	172,623.65	112,687.07
37 - Grants / Donations / Refunds / Misc	485,347.76	485,347.76	1,204.84	175,188.74	310,159.02
38 - Transfers to / From Funds	213,914.40	213,914.40	0.00	0.00	213,914.40
Revenue Total:	984,572.88	984,572.88	11,072.57	347,812.39	636,760.49
Expense					
41 - Personnel	120,981.52	120,981.52	14,776.17	111,607.40	9,374.12
42 - Supplies	15,321.20	15,321.20	1,349.45	14,795.24	525.96
43 - Utilities / Insurance	30,026.64	30,026.64	1,290.96	28,710.90	1,315.74
44 - Services	220,006.00	220,006.00	2,046.11	101,893.20	118,112.80
45 - Capital Outlay	720.88	720.88	0.00	683.89	36.99
48 - Capital Improvements	582,775.36	582,775.36	0.00	21,534.31	561,241.05
Expense Total:	969,831.60	969,831.60	19,462.69	279,224.94	690,606.66
Total Surplus (Deficit):	14,741.28	14,741.28	-8,390.12	68,587.45	-53,846.17



Town of Buena Vista

Water Enterprise Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 08/31/2016

Obj Category	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
32 - Licenses & Permits	466.48	466.48	100.00	400.00	66.48
33 - Charges for Services	534,803.92	534,803.92	409.40	504,051.73	30,752.19
36 - Park & Facility Fees	67,091.76	67,091.76	12,000.00	58,500.00	8,591.76
37 - Grants / Donations / Refunds / Misc	538,732.00	538,732.00	84.47	2,878.10	535,853.90
Revenue Total:	1,141,094.16	1,141,094.16	12,593.87	565,829.83	575,264.33
Expense					
41 - Personnel	181,917.76	181,917.76	21,787.93	184,100.94	-2,183.18
42 - Supplies	46,914.40	46,914.40	2,962.31	41,930.54	4,983.86
43 - Utilities / Insurance	18,192.72	18,192.72	1,237.10	16,634.96	1,557.76
44 - Services	87,884.08	87,884.08	45.69	69,056.42	18,827.66
45 - Capital Outlay	3,765.12	3,765.12	0.00	49,818.72	-46,053.60
46 - Debt Service	57,550.88	57,550.88	0.00	87,169.14	-29,618.26
48 - Capital Improvements	761,362.00	761,362.00	2,907.65	280,035.55	481,326.45
Expense Total:	1,157,586.96	1,157,586.96	28,940.68	728,746.27	428,840.69
Total Surplus (Deficit):	-16,492.80	-16,492.80	-16,346.81	-162,916.44	146,423.64



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: Janell Sciacca, Town Clerk
AGENDA ITEM: Town Clerk Report

July 2016 official actions for the Town Clerk's Office are as follows:

LIQUOR LICENSES

There were no licenses issued during the month of July, but multiple renewal applications were received, approved by Staff and forward to the State of Colorado Department of Liquor Enforcement.

BUSINESS LICENSES

- **License(s) Issued:**
 - **Colorado Surf Factor** – 410 E. Main, BV / Uriah Werner, (Rafting Outfitter)
 - **Liz Morgan Nutrition** – 215 Tabor Street, BV / Liz Morgan (Nutritional Therapy)
 - **Watershed** – 410 E. Main, BV / Katy Welter & Rick Bieterman (Professional Services)
 - **Halmark Ventures, LLC** – 318 Arkansas, BV / Stefan and Galina Lagmark & Michael and Renee Halay (Vacation Rental)
 - **Solid Tees** – 2848 S Acoma St, Englewood / Jason Brown (T-Shirt Vendor)

CEMETERY

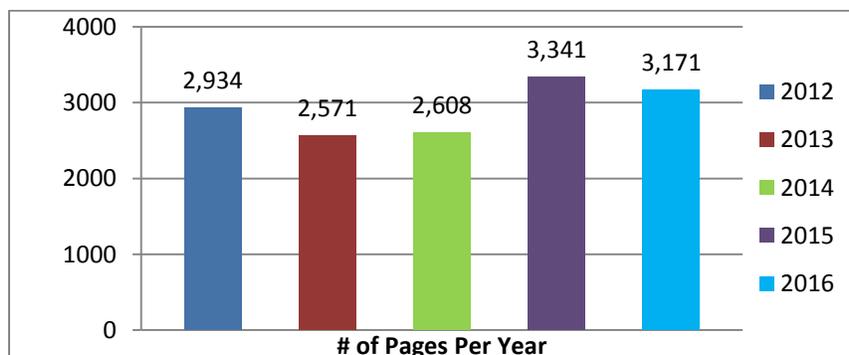
- Four (4) interments
Twelve (12) plots sold

NOTARIES

- 38 Notaries were performed in July.

TRUSTEE PACKET FACTS

The average size of a Buena Vista Board of Trustee packet for the last 5 years is 138 pages. The largest packet was 340 pages on July 26, 2016 and the smallest was 39 on November 27, 2012.





PLANNING DEPARTMENT MONTHLY REPORT

July 2016

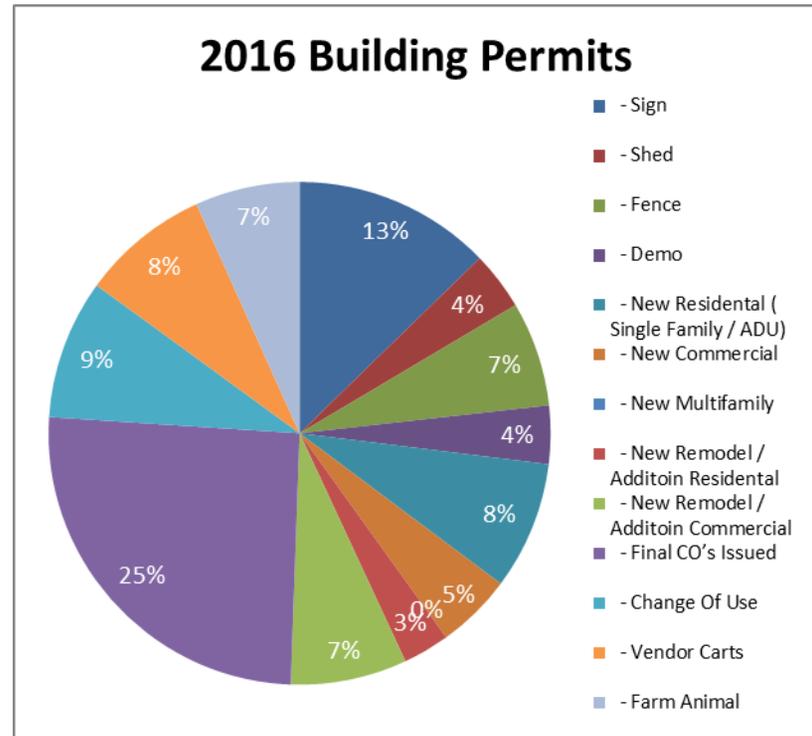
Pending Planning Items:

- UDC Module 2 comments sent to consultant for revision.
- Tree Clippings Clean Up Week – September 26-30.
- Affordable Housing Presentation – Intergovernmental Meeting August 30th.

Department Tracking Data	
Phone Calls for the Month	94
Total Development Apps.	4
2016 YTD Total Revenue	\$24,164.80

Staff Levels	
Principal Planner, Mark Doering	Full Time
Planner I, Scott Reynolds	Full Time
Planning Tech, Jill Abrell	Full Time
Planning Assistant, Melanie Jacobs	33%

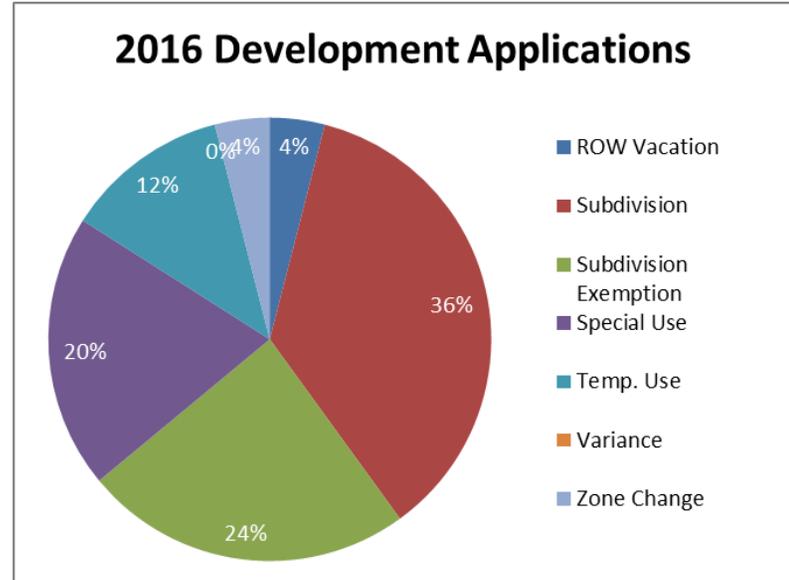
Building Permit Totals			
Type	Jul-16		
	#	\$	Year Total
Planning Clearances			
-Sign	3	\$140.00	\$1,040.00
-Shed	2	\$40.00	\$100.00
-Fence	2	\$40.00	\$180.00
Building Permits (Commercial and Residential)			
-New Commercial	1	\$1,528.31	\$9,817.94
- Final CO's Issued	5	N.A	47
Reviews			
-Change Of Use	1	N/A	11
-Vendor Carts	4	\$175.00	\$1,125.00
Total	18	\$1,923.31	\$18,514.80





PLANNING DEPARTMENT MONTHLY REPORT

Development Project Totals			
Type	Jul-16		
	#	\$	Total
Subdivision	2	\$600.00	\$2,400.00
Special Use	1	\$200.00	\$1,000.00
Comprehensive Sign Plan	1	\$0.00	\$0.00
Total	4	\$800.00	\$5,650.00





TOWN OF BUENA VISTA
2016 TREE CLIPPINGS
CLEAN UP WEEK

SEPTEMBER 26-30, 2016

8:00 AM -3:00 PM

PUBLIC WORKS SHOP

755 GREGG DRIVE

THE TOWN OF BUENA VISTA, PUBLIC WORKS DEPARTMENT WILL BE ACCEPTING CLIPPINGS FROM ANYONE LOCATED WITHIN THE TOWN LIMITS. ONLY TREE AND BUSH CLIPPINGS WILL BE ACCEPTED DURING THIS EVENT. NO LAWN CLIPPINGS OR RESIDENTIAL TRASH WILL BE ACCEPTED. **THERE IS NO CHARGE FOR THIS EVENT.**

SIGNS WILL BE POSTED AT THE PUBLIC WORKS SHOP TO DIRECT INDIVIDUALS TO THE "DUMP AREA".

FOR MORE INFORMATION CONTACT: PUBLIC WORKS @ 719-395-6898



To: Board of Trustees, Town of Buena Vista, CO
Airport Advisory Board

August 16th, 2016

From: Jill Van Deel / Airport Manager

Subject: Airport Report

- **Grindle Property** – An offer by the Town of Buena Vista has been accepted and a contract will be drawn up for the purchase of 5.3 acres and 200 feet of frontage on the North end of the airport property. We feel this was a very important acquisition for the future of the airport.
- **Bell Testing-** Bell will test in Buena Vista next year with the 525. They will regroup and return next summer with another prototype after the accident investigation is completed.
- **Fort Carson Helicopter Operations** – I have been in talks with Fort Carson 4th Infantry Division 10th Special Forces group Flight Operations concerning KAEJ being a routine refueling stop during operations. This will be hugely beneficial as the aircraft flown by Fort Carson burn enormous amounts of fuel. This arrangement was made possible by a recommendation by HAATS to Fort Carson. We have seen a noticeable increase in Ft. Carson helicopters. Most of these after hours, though my crew attends to the military free of charge. They typically also dine in town for dinner as well.
- **Hangar Light Replacement** – We have replaced the hangar lights with energy efficient LED lights that will save us a lot of operating costs. They are good for 55,000 hours.
- **Plans and ground leases for construction of six new box hangars** were approved by the Airport Advisory Board and the Board of Trustees and we are working towards permits and FAA approval with construction beginning as soon as possible.
- **Fusion Aeronautics** – Our airport is one of two finalists for the P-51 production company. The decision is now between Buena Vista and Prescott, Arizona. They hope to fly the first production aircraft by the end of this year.

- **2016 Traffic Count**

Total Aircraft Operations through August 15th 2016: 1492
Total Persons Using Airport: 671
Total Based Aircraft: 34

- **Fuel Sales through August 15th 2016**

2016 – 42,900 gallons

Thank you,

A handwritten signature in cursive script that reads "Jill Van Deel".

Jill Van Deel



28 Trace Ct.
Hartsel, CO 80449

August 3, 2016

Buena Vista Trustees:

The Chaffee County Council on the Arts (known as Chaffee Arts) is asking the town for a waiver of the Special Event Permit fee required since we will be serving liquor during the opening of our annual Open Awards Show (OAS) at the Community Center. This event will kickoff our show and will take place the evening of September 2 from 5:00 PM to 8:00 PM. We have applied for a liquor license from the City of Buena Vista for this purpose.

The OAS is a long-running show designed to provide a venue for local artists to display their work. It has benefited artists of Buena Vista and the surrounding area for 30 years giving them the opportunity to participate in a local juried art show. As part of this show it has been traditional to serve wine along with other non-alcoholic beverages and food for the opening.

We are a not-for-profit organization with limited funds providing this special venue for artists in our community. We appreciate your consideration of our request.

Sincerely,

A handwritten signature in black ink that reads 'Sandy Horrocks'.

Sandy Horrocks
Vice President/OAS Chair
Chaffee County Council on the Arts
719-836-0618
sandy.horrocks@ghvally.net