



**AGENDA
FOR THE BOARD OF TRUSTEES
OF THE TOWN OF BUENA VISTA, COLORADO**

September 14, 2016

6:00 PM – Joint Work Session with Recreation Advisory Board Regarding Recreation Master Plan
The Board of Trustees will see a presentation by the Recreation Advisory Board on the updated Recreation Master Plan

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. PROCLAMATIONS

- A. ATV Color Tour Week – September 19-24, 2016
- B. CITIES AND TOWNS WEEK – September 12-18, 2016

V. AGENDA ADOPTION

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

VI. 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 24, 2016
- 2. Planning & Zoning – August 17, 2016
- 3. Beautification – August 4, 2016
- 4. Trails – August 2, 2016
- 5. Water – July 20, 2016

B. Police Chief Report

C. Fire Chief Report

- D. Should the Board of Trustees approve Resolution #85 entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING AN EASEMENT WITH SANGRE DE CRISTO ELECTRIC ASSOCIATION FOR UTILITIES.**”?

Sangre de Cristo is requesting a utility easement to allow an electric service line to be installed across the rodeo grounds from existing facilities to the adjoining property to the west.

VII. PUBLIC COMMENT

Citizen participation where the public can sign up prior to the start of the meeting in order to speak up to 3 minutes for matters not on the agenda or for agenda items not scheduled for Public Hearing. A response to public comment follows.

VIII. RESPONSE TO PUBLIC COMMENT

This Agenda may be Amended

Posted at Buena Vista Town Hall, www.buenavistaco.gov, Post Office, and Public Library on
Friday, September 9, 2016

IX. BUSINESS ITEMS

- A. **PUBLIC HEARING** – Should the Board of Trustees approve an application to change the class of liquor license from Tavern to Hotel and Restaurant for The Rope, LLC dba The Lariat, 206 East Main Street, Buena Vista, Colorado?

The Board will consider a liquor license application change for the Lariat.

- B. **PUBLIC HEARING** – Should the Board of Trustees approve adoption of Resolution #86 entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING A MINOR DEVELOPMENT FOR THE PROPERTY LOCATED AT 102 BROOKDALE AVENUE, BUENA VISTA, COLORADO.**”?

Steve Wartman is requesting a subdivision to create one legal commercial lot.

- C. **PUBLIC HEARING – TO BE TABLED TO SEPTEMBER 28, 2016** – Should the Board of Trustees approve adoption of Resolution #87 entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPROVING A MINOR SUBDIVISION FOR THE PROPERTY LOCATED AT 28211 COUNTY ROAD 319, BUENA VISTA, CO 81211.**”?

Sheila Moore on behalf of ACA is requesting a subdivision to create three non-residential lots.

- D. Noe Minor Subdivision Infrastructure Request.

Mike and Mary Kale are requesting the Town participate in the improvement of an alley south of Main Street and west of Evans Street.

- E. Should the Board of Trustees approve adoption of Resolution #88 entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING A MASTER SERVICE AGREEMENT WITH AFFINITI FOR IMPLEMENTATION OF THE BROADBAND PILOT INFRASTRUCTURE PROJECT.**”?

The Board will consider an agreement for the implementation of the first phase of the Town's broadband project that will provide service to Town facilities and parks.

- F. Should the Board of Trustees approve adoption of Resolution #89 entitled “**A RESOLUTION OF THE TOWN OF BUENA VISTA, COLORADO ENDORSING THE SUBMITTAL OF THE FULL APPLICATION TO PARTICIPATE IN THE STATE OF COLORADO SPACE TO CREATE PROGRAM, ACKNOWLEDGING THAT THE BOARD WILL DEDICATE THE REQUIRED RESOURCES IN THE 2017 BUDGET, AND PLEDGING MATCHING FUNDS IN THE AMOUNT OF \$35,000 FOR THE PURPOSE OF FUNDING A FEASIBILITY STUDY AND ARTS MARKET SURVEY IN 2017.**”?

The Board will see a presentation on Colorado Creative Industries Space to Create program and consider a resolution to support the Town's application into the program.

- G. Should the Board of Trustees approve adoption of Ordinance #17 entitled “**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, REPEALING THE BUENA VISTA MUNICIPAL CODE SECTION 10-176(b)(1).**”?

The Board will consider amending the Municipal Code to become compliant with new panhandling regulations.

- H. Metered Water Loss Billing Proposal for Ivy League.

The Board will consider a proposal to account for metered water loss in the Ivy League subdivision.

X. STAFF REPORTS

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

XI. TRUSTEE/STAFF INTERACTION

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

XII. ADJOURNMENT

This Agenda may be Amended

Posted at Buena Vista Town Hall, www.buenavistaco.gov, Post Office, and Public Library on
Friday, September 9, 2016



Board of Trustees
Buena Vista Town Hall
P. O. Box 2002
Buena Vista, CO 81211

September 2, 2016

Dear Mayor and Trustees,

The Buena Vista Chamber of Commerce has sponsored the ATV Historical Color Tour for the past thirteen years. This tour brings approximately several hundred people to town during the end of September which is considered our slower, shoulder season. Participants come from 20 different states and European countries to spend a week in our community. ATV Historical Color Tour riders as a group spend at least \$175,000 on gas, food, souvenirs and lodging during their visit. This is a valuable event as so many businesses benefit from increased sales during the slower season.

Every year several nonprofits benefit from the ATV tour. This year the nonprofits which will benefit are the Buena Vista Optimists, Grace Church, Chaffee County Habitat and High Country Cares. The profits from this tour help with the chamber's annual operating budget.

In addition to local non-profit organizations benefiting from this event, the Town of Buena Vista benefits from the great exposure as the riders experience our community and interact with the residents. New participants consistently report being attracted because they have heard that the Buena Vista ATV Historical Color Tour is a wonderful experience.

In recognition of the many benefits that the ATV Historical Color Tour provides to our town, and to make the participants feel welcomed to our area, I request that the Town of Buena Vista proclaim the week of September 19st through the 24th ATV Color Tour Week.

Sincerely,

A handwritten signature in cursive script that reads "Kathrine".

Kathrine Perry
Executive Director

PROCLAMATION

WHEREAS, this is the fourteenth year of the Buena Vista Historical ATV Color Tour, which takes place the fourth week of September; and

WHEREAS, the ATV Color Tour brings hundreds of ATV, UTV, OHV, and Jeep enthusiasts to Buena Vista from numerous states and other countries that spend almost \$200,000 at local businesses; and

WHEREAS, the ATV Color Tour is a charity event that benefits local charitable organizations such as the Buena Vista Optimist Club, Grace Church, Habitat for Humanity and HIGH COUNTRY CARES and also provides scholarships for local students; and

WHEREAS, the entire Town of Buena Vista benefits from exposure as the ATV Color Tour participants experience our wonderful community and the people who live here; and

WHEREAS, the Town of Buena Vista provides spacious parking areas downtown and at the River Park welcoming vehicles with ATV trailers; and

WHEREAS, Buena Vista is an ATV friendly town with local businesses that rent and sell ATVs for enjoyment on our numerous ATV trails and beautiful Cottonwood Pass.

NOW, THEREFORE, I, Joel Benson, Mayor of the Town of Buena Vista, do hereby proclaim, September 19 – 24, 2016 as

ATV COLOR TOUR WEEK

in the Town of Buena Vista, Colorado and encourage all citizens to enjoy our surrounding area's bountiful fall colors by welcoming the ATV Color Tour visitors to our Town.

Given under my hand and the seal of the Town of Buena Vista on this 14th day of September, 2016.

Joel Benson, Mayor

PROCLAMATION

A PROCLAMATION OF THE TOWN OF BUENA VISTA, COLORADO RECOGNIZING COLORADO SEPTEMBER 12-18, 2016 AS CITIES & TOWNS WEEK.

WHEREAS, municipal government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Colorado Cities & Towns Week is a very important time to recognize the important role played by municipal government in our lives; and

WHEREAS, the Colorado Municipal League's member cities and towns have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Colorado Cities & Towns Week offers an important opportunity to convey to all the citizens of Colorado that they can shape and influence government through their civic involvement.

NOW THEREFORE, I, Joel Benson, Mayor of the Town of Buena Vista, do hereby proclaim September 12-18, 2016 to be Cities & Towns Week in Buena Vista and encourage all citizens to recognize, appreciate and celebrate the efforts of Elected Officials, Town Employees and Volunteers that make our community a great place to live, work, visit and play!

Given under my hand and the Seal of the Town of Buena Vista on this 14th day of September, 2016.

(Seal)

Joel Benson, Mayor



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

August 24, 2016

WORK SESSION – University of Colorado Technical Assistance Presentation 6:00 PM

Board of Trustee members present for the work session: Mayor Joel Benson, Trustees Lawanna Best, Mark Jenkins, Duff Lacy, Phillip Puckett and David Volpe. Staff present: Town Administrator Brandy Reitter, Principal Planner Mark Doering, Town Clerk Janell Sciacca, and VISTA Intern Hunter Hovenga.

Jeff Wood with UC Denver Technical Assistance program presented. He stated the program is supported by the Colorado Department of Local Affairs (DOLA) and Christy Culp is the Regional Manager for this area. UC Denver started working with Town about 2 years ago on an Omnibus project and unfortunately everything fell through. The group did a number of Town Hall representations they are very proud of and a welcome plaza for Town off Highway 24. Tonight is to discuss parking studies, signage and bridges, and amphitheater concepts. Three students of UC Denver were present to assist with the presentation. A parking study from June 2015 was overviewed for the Main Street area. The methods used were actual counts of vehicles and parking as well as surveys to business owners and residents/employees. Many business owners felt there was not enough parking, but often there wasn't parking directly in front of a business, but definitely within eye shot. Comfortable walking distance for a parking space is approximately one quarter mile. There was discussion about enforcing 2 hour parking, business employees using the on street parking, a parking garage and a shuttle. Wood suggested creating a downtown parking facility designated specifically for employee parking as well as a shuttle service similar to those used in other municipalities around the State. He added parking in downtown was sufficient and potentially meters could be used to pay for enforcement of parking limits. It was also suggested that better signage and publication that enforcement would be occurring might be helpful. Reitter stated that enforcement was a policy and budget decision the Board would have to make. The entire report is 30 pages and it will be sent to the Town for publication on the Town's website and for use by the Town. Volpe suggested tying this into the moratorium discussion regarding use of parking for patios. There was also discussion about parallel parking and it was estimated the Town would lose around 30% of spaces if a parallel design was chosen and there would be additional cost to widen the sidewalks. Gateway signage designs were also reviewed along with ideas for a pocket park adjacent to Cottonwood Park in order to provide a pedestrian link from that park to Main Street. Different schematics for the River Park were also presented and the group noted the potential for 100-144 additional parking spaces if the area was fully developed. The overall goal is to connect areas with Main Street and for people to be drawn to them with different activities. The Trustees appreciated the fresh approaches and new ideas and thanked Wood and the CU Denver students for the information and presentation. The work session ended at 6.54 PM.

CALL TO ORDER :00

A Regular meeting of the Board of Trustees was called to order at 6:59PM on Wednesday, August 24, 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, Mark Jenkins, Phillip Puckett and David Volpe. Town Staff present were Town Administrator Brandy Reitter, Town Attorney Jeff Parker, Principal Planner Mark Doering, Treasurer Michelle Stoke, Airport Manager Jill VanDeel, Public Works Director Greg Maggard, Assistant to the Town Administrator Emily Katsimpalis, IT Administrator Larry Deffenbaugh, VISTA Intern Hunter Hovenga and Town Clerk Janell Sciacca.

ROLL CALL :10

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

PLEDGE OF ALLEGIANCE :23

Mayor Benson led the Pledge of Allegiance.

AGENDA ADOPTION :49

Motion #1 by Trustee Lacy and seconded by Trustee Puckett to approve the agenda as presented.
Motion carried, 6-0.

CONSENT AGENDA 01:09

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

POLICY DISCUSSION – Infrastructure Investments Tools 01:42

Mayor Benson introduced. Benson reminded the role of government is to provide for health, safety and welfare and also help out with infrastructure when possible. Some of these tools existed, but the Board has also implemented new tools. Reitter reviewed the Staff Report and a PowerPoint presentation detailing the different infrastructure tools available to and used by the Board. She reviewed each providing specific examples of projects that resulted. Reitter then reviewed the Policy Tool Performance Indicators stating that out of all the tools available the only options that have been utilized over the past 4 years have been the Recapture Agreement and the Infrastructure Investment funding. Jenkins inquired how return on investment was calculated. Reitter replied it is the investment minus the Town's costs. Puckett felt the projections were conservative. Benson felt this was a good snap shot picture overall. Parker provided clarification between impact fee and recapture investment at Puckett's request. He stated an impact fee is a scheduled fee and recapture allows a developer to install improvements and be reimbursed later. Jenkins inquired if special districts were complicated and how control works. Parker replied there are three – Special, General and Business Improvement. Each can be beneficial and are mechanisms for financing improvements. Gibb inquired why the Board did not include \$100,000 within the budget and instead kept it out. Benson replied it was so the funds would not be reallocated to other things. Reitter also stated she had to balance the budget and it was not clear which projects were coming in and she did not want to tie up those funds. She noted there is actually 100,000 set aside in each of the General, Capital Improvement and Water fund balances. She added the CDOT grant match is coming out of the Fund balance. The Town has delayed capital maintenance and other projects to save enough money for the half million dollar match. Gibb felt it was important to be able to invest infrastructure monies to support the Town's strategic plan but he would like to work on the criteria and proposal so it is easier to understand, easier to implement and as fair as it can be made. What he did not see in the current process were timeframes for submittal of applications and timeframes for implementation and he would like to have a better idea of how this is implemented. Reitter replied Staff could put an official policy document together with additional input from the Trustees. Benson said the Board should continue to talk about this during the budget process.

PUBLIC COMMENT 38:08

Mark & Christy Krasnow, 429 Cedar Street, were present addressing 125 Beldan Street and new signs that indicate no parking on the sidewalks. The signs are not attractive. They admit renters were parking on the sidewalks and they updated property welcome books to advise renters of the parallel parking requirements which they felt had helped alleviate the issue. The Krasnows actively monitor the parking. They also thanked the Board for the new sidewalks going in on Beldan in front of the storage units as part of the safe routes to school and requested the gap at the alleyway be installed.

RESPONSE TO PUBLIC COMMENT 42:35

Mayor Benson stated good questions were raised and the Board could take time during Trustee/Staff interaction to discuss these items.

BUSINESS ITEMS

Introduction of Town of Buena Vista AmeriCorps VISTA (Volunteer In Service to America) Hunter Hovenga. 43:13

Hovenga grew up in Colorado Springs and attended UCCS studying economics and political science. He did an internship for Public Works in Colorado Springs doing economic analysis. He will be in BV for 1 year which could be extended. Hovenga is primarily working for Katsimpalis and Reitter doing projects

mostly related to Main Street and Historic Preservation. He is excited to be in BV and was welcomed by the Trustees.

Infill Infrastructure Presentation. 45:17

Benson introduced noting this was directly related to the evening's policy discussion. A couple months ago there was a related presentation and there were some communication issues. The group tonight felt they did not have opportunity previously to present their points and requested an opportunity to address the Board. Puckett disclosed he does own property on Pinon Street and then recused himself and left the dais.

Mark Krasnow, 429 Cedar Street, collectively presented the listed land owners' vision. There are 24 lots, applying as 3 separate groups of 8 lots each. He reviewed their projections for projected benefits including Affordable Housing, infill, long term housing, economic development incentives of property tax and wealth generation along with a bonus of water line looping from Pinon to Arkansas. Some differentiators that set this project aside are that it is not developer driven and it aligns with the 2015 Comprehensive Plan. An estimate from Miles Construction on the costs is between \$110,000-\$180,000 and they are using the \$180,000 figure. Krasnow reviewed their projections that the request meets 4 of the 5 Infrastructure Investment criteria. Their request is that the Town approve 80% funding, set up and manage a recapture agreement, get bids and schedule the construction with contractors and work with the land owners to identify ways to save money during development. Krasnow presented the Clerk with several letters from Homeowners who could not be present and a list of owner intentions for their lots. Jenkins asked if the cost was only water infrastructure. Krasnow replied yes. Benson asked if an amount for contingency or engineering was included. JJ Kinsfather replied no.

Benson reviewed the criteria points. Volpe felt the project scored points for infill development and long term housing but beyond that it was a little vague so he could come up with 8 points 4 infill, 3 long term housing and 1 economic development. Jenkins inquired about the number of long term housing units proposed. Krasnow reviewed the list which equated to 13 long term and 2 variables. Benson inquired of the current zoning. Doering replied this was R2 Old Town. Krasnow added the subject lots can also have ADUs which could double the numbers discussed. He believed the zoning also disallowed short term rentals. Gibb stated he was about getting things done and built but his concerns are the management of the group and the shovel ready portion. There are so many different owners and there could be multiple lots that nothing happens on for years. He inquired how a recapture process gets managed. Reitter stated it is very complicated when the Town manages recapture and she did not know if this necessarily accomplishes the Board's strategic outcomes and it would be onerous to manage. She felt the more appropriate tools would be an assessment or improvement district.

Gibb felt if there are no other projects out there it is not wrong to consider funding for this project, but he is concerned with shovel readiness, a management plan and how the money will be spent to get something done. Reitter stated the applicant also needs to provide proof of the criteria they are meeting. Lacy agreed with Gibb's comment adding the Town needed to be protected with documentation or a deed restriction. The Board needs to think about the water deal because the tap fee does not simply pay off the water line. Debt service, upkeep, payroll, water purchases and infrastructure development are also being paid out of that fee. He did believe property and sales tax would be recognized, but those revenues don't fund water. Lacy also felt maybe the Board jumped the gun approving \$33,000 before as that was not shovel ready and there has been no progress. He felt it was smart to back up, not approach this right now and look at the matter differently. Gibb agreed with Lacy. He wants to see this happen and he does not mind municipal money supporting this project but there are things that can be done differently with better plans that confirm the project is shovel ready and there is some an idea of how it will be managed. Benson added there could be modification of the criteria as well. Gibb strongly encouraged the applicants to look at the various funding opportunities and come back to the Board prepared to address the management and shovel ready issues. Best and Volpe agreed with these comments. Jenkins asked for Krasnow's feedback on the Trustee comments. Scott Johnson stated they are unsure how to spend the money or implement a recapture agreement. Without the Town's guidance they are lost. There are several owners that want to break ground within a year but no loans are available until the infrastructure is there so they are asking the Town what needs to be done. Gibb replied the Board wants to consider

projects that aren't just developer projects and the Town wants to help them. He would like to incentivize roads in the future that have people on them and the Town needs to have a plan to do that. Benson stated the Town has a Capital Improvement Plan, but the Town can't come up with \$200,000 at the expense of other strategic priorities and objectives in motion but it can be planned out during budget season. Parker stated there are a lot of options to accomplish this project, but the simplest solution is that the developer builds the line and pays for it. In this situation the Town could agree to pay a percentage of the cost of the line and the property owners agree to pay the rest. The Town then agrees to manage the project and build the water line and the owners have to give the Town the remaining money or lien their properties. There are also special assessments where the owners pay up front, over couple years or by lien. Reitter added that if the Town were to do an assessment, the Town's estimate for the water line with contingencies and engineering is around \$236,000. Therefore, the assessment is about \$10,000/lot or \$9,000 if the Board approved an incentive. She felt the assessment was the best option as the recapture spans 30 years. Gibb stated he would be reluctant to give Staff the job of recapture management. Reitter then stated she would also need to put this project into the water rate model and see what it does to the revenue requirements to support the expense. After additional discussion related to budgetary impacts and timing, Krasnow stated the group will try again next year. They were encouraged to apply early so funds could be spent by within the year.

The Board took a break at 8:52 PM and returned to session at 8:57 PM.

Intergovernmental Agreement for Consolidation of Cost Sharing of Dispatch Communication for Chaffee County Communications Center. 01:54:57

Reitter presented reviewing the Staff Report and stated the County forgot to forward the agreement to the Town for signature. There is no financial contribution and the sales tax is covering this expense.

Motion #3 by Trustee Gibb and seconded by Trustee Lacy to have the Mayor sign the Agreement for Consolidation of Cost Sharing of Dispatch Communication for Chaffee County Communications Center. **Motion carried, 6-0.**

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."? 01:57:10

Reitter reminded the Board that they approved a proposal to apply for the REDI grant. The strategy is an assessment of conditions that drive the economy and will incorporate other things that might not be as obvious. It will make recommendations on projects and intergovernmental coordination, development of an economic development toolbox and growth management as well as establish target industries and areas. The strategy will also improve access to other resources and also help with implementation of other Town strategies.

Motion #4 by Trustee Lacy and seconded by Trustee Volpe to approve Resolution #84 as presented. **Motion carried, 6-0.**

STAFF REPORTS

Town Administrator 02:09:00

- The Chaffee County Intergovernmental Meeting is August 30 in Poncha Springs
- Preliminary designs for Park project will be received on August 29
- Sportsman's Club was awarded a grant for \$11,000
- Recreation Advisory Board is almost finished with the Master Plan and the River Park Master Plan will be presented September 14
- September 17 is Autumn Color Run followed by ATV Color Tour
- Staff has been working with Upper Ark and was considering implanting watering restrictions until recent rain storms
- BluePrint 2.0 Build a Better Business Brand Community Workshop is September 28

- Town was awarded Downtown Colorado, Inc. 2016 Governor's Award for Downtown Excellence for the Buena Vista Square Optimist Splash Park and Staff will accept the award at a conference on September 22 in Pueblo

Town Treasurer 02:13:15

- Sales Tax is up Is \$292,000 total for the month and 21% over June 2015 and almost 21% over budget projections
- \$156,000 overage as far as sales tax collection this year – Salida is experiencing a similar overage for June as well
- Chart of Account rework is done and bridge document distributed to Staff with approximately 400 accounts being eliminated

Town Clerk 02:17:11

- No licenses were issued during July, but all renewals processed came in during August and were signed by Mayor
- Fun facts on packets are that over the last 5 years the Trustees have seen packets that average 138 pages with the largest packet being 340 pages and the smallest being 39 – The total number of pages for 2016 will most likely be over 5,000.

Principal Planner 02:20:35

- Have provided comments on the zoning ordinance back to consultant and expects combined drafts of Module I and II soon and those will be made available to the public
- Tree clippings clean up week is September 26-30
- Affordable Housing presentation will be made by EPC consultant at Intergovernmental meeting on August 30
- Code Enforcement Officer broke his fibula and has been out, but will hopefully be back soon on walking cast
- The Woodland Brook yellow nuisance home will go under contract August 31 and Staff will meet with the new owner(s)

Airport Manager 02:24:45

- Airport has been seeing a lot of jet and Aspen relief traffic
- Town's offer to Grindles was accepted to purchase for 200 feet of property / 5.3 acres
- Bell Helicopter plans to be in Buena Vista next year to test 2 new prototypes
- Notable increase in Apache Helicopter traffic thanks to HAATs who recommended Airport to the military
- Hangar lights were replaced with energy efficient LED lights that will save a lot of operating costs and each is good for 55,000 hours
- Two new leases should be coming to Trustees at next meeting
- Buena Vista is one of two finalists for the Fusion Aeronautics P-51 production company
- 42,900 gallons of fuel has been sold so far in 2016 which is 10,000 over the amount 2 years ago when tests were taking place
- Need to increase hard stand due to bigger and more aircraft
- Airport is considering marketing Carpenter and other hangars as Tech Center

Motion #5 by Trustee Lacy and seconded by Trustee Gibb to deny the fee waiver request from Chaffee County Council on the Arts. **Motion carried, 6-0.**

TRUSTEE/STAFF INTERACTION 02:34:10

Benson reminded of the earlier discussion about Beldan. Maggard stated the signs were installed after it was noticed that vehicles were pulling on to the sidewalks. Parallel parking striping is not appropriate due to street width limitations, so Staff decided to erect the signs. It was a safety issue to protect the sidewalk and the people using it. It is a safe routes to school sidewalk. Doering also pointed out that the area is public parking so people using those spaces may not be the vacation unit renters with access to the welcome book provided by the Krasnows. Benson felt this was a Public Works and Planning issue to be

figured out and he thanked Staff for the clarifications. Gibb questioned why parking was allowed there at all if the roadway was not wide enough for parallel parking. Lacy clarified the parking permitted by the Town was in back of the units. Doering clarified the Town can remove the on-street parking if it decides to. Maggard added that the Krasnows built an 8 foot sidewalk in front of their property and the Town continued that south to Beldan tying it in to the Cedar Street sidewalk. The gap of 25 feet is the right-of-way of the alley which typically does not have a sidewalk built over it. It is basically the same everywhere else in Town. If the Trustees want to do a sidewalk it would be more expensive since it would need to be 6 inches thick instead of 4 and it would still most likely be destroyed by vehicle and truck traffic. Gibb felt the Town could consider this in a future budget with future development.

Gibb commended Reitter and Doering for their professionalism and patience at the School Board meetings. He has had a couple developers inquiring about projects and want to know what the Town can do. The developers indicated a new zoning code as quickly as possible. Doering wholeheartedly agreed.

Jenkins reported he traveled to Brighton last week for the DOLA Small Community workshop and after talking with people at the workshop he felt Buena Vista is doing a good job.

Lacy asked Maggard to think about striping for the Railroad parking lot even though it is gravel. It will help. He then encouraged the Trustees to read what is in their packet noting at some School Board meetings it has been evident the members did not read their packets. Lacy reminded that Stoke touched on the Town's 27% reserve and that it needs to be looked at. Stoke and Reitter replied this will be discussed during the budget process.

Maggard reported there would be more regulatory signage coming in the next two weeks. Stop signs will be installed at Beldan and Cedar and Colorado and Main. Both will become 4 way stops. Town is anticipating heavy truck traffic on Railroad with CDOT construction project and he will be posting weight limit signs. Speed limits are being reduced from 35 to 25 coming into Town on West Main/CR 306. He hopes to install a new sign tomorrow. No parking signs were installed by Town Hall for motorcycles, delivery trucks, etc. Lacy requested budgeting for more 2 hour parking signs for Main Street and Maggard added there are more handicapped signs coming for all stalls down Main Street as well.

Van Deel reported the Town was wired \$167,000 by the Italians.

Reitter reported the Town did its CHFA presentation Monday which went well and she hopes to hear something by September. She also reported the School Board approved the land swap agreements.

Katsimpalis reported the Colorado Lottery Starburst Award would be presented at the October 12 Trustee meeting.

ADJOURNMENT 02:47:144

Motion #6 by Trustee Lacy and seconded by Trustee Jenkins, noting that there being no further business to come before the Board, declared that the meeting be adjourned at 9:48 PM. **Motion carried, 6-0.**

Respectfully submitted:

Joel Benson, Mayor



Janell Sciacca, CMC
Town Clerk

**Minutes of the Regular Meeting of the
Buena Vista Planning and Zoning Commission
August 17, 2016**

CALL TO ORDER

A regular meeting of the Planning and Zoning Commission was called to order at 7:00 p.m., Wednesday, August 17, 2016 at Buena Vista Community Center, 715 E Main Street, Buena Vista, Colorado by Chair Trey Shelton. Also present were Commissioners Preston Larimer, Annie Davis, and Tim Bliss, and Alternate Ed Barkowski. Staff Present: Principal Planner Mark Doering, Planner I Scott Reynolds, and Planning Technician Jill Abrell.

PLEDGE OF ALLEGIANCE

Chair Shelton led in the Pledge of Allegiance.

ROLL CALL

Abrell proceeded with the roll call and declared a quorum.

AGENDA ADOPTION

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

APPROVAL OF MINUTES

Davis motioned for approval of the August 3, 2016 minutes. **Motion #2** was seconded by Larimer. 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 meeting closed at 7:01 p.m. (with one mention of the Olympics).

NEW BUSINESS

505 & 507 Hwy 24 N. Comprehensive Sign Plan (CSP)

Chelsey Wartman of 29831 County Road 353 rose to address the Commission. She stated that Styletto's was interested in adding an additional wall sign to the building. She noted that there is currently a projecting sign that will be taken down, but that another sign will be added to the small "Snoopy Cabin" on the property.

Reynolds then presented the staff report. Reynolds noted the zoning and sign regulations for the property. He discussed the signage currently on the property and noted any known prior approval dates. He stated that Jade Garden (505 Hwy 24 N) and Styletto's (507 Hwy 24 N) are on the same property which is why signs for both businesses are being discussed with this project, and that signs that are up that were not previously permitted are going to be made legal through this process.

Reynolds then discussed specific signs on the property. He noted that staff is currently not approving new roof signs but because the current roof sign for Jade Garden has been up for so long, staff is interested in making this permitted. He then commented that the projecting sign on the Snoopy Cabin is in CDOT right of way and staff does not recommend approval. He stated that the applicant is open to removing the projecting sign. Reynolds commented that there is a 25' easement on the property but it does not affect signage.

He concluded by stating that all the existing and proposed signs are professionally designed, and that staff recommends approval with the following conditions:

1. Within 30 days of approval, the projecting sign and bracket on the freestanding cabin structure shall be removed from the property.
2. With the installation of the new wall sign for Styletto's at 507 North Highway 24, exterior lighting shall be directed downwards and fully shielded in compliance with Section 16-242(j)(2)(c) of the Municipal Code.
3. Any changes to the signs on the property, including the roof sign, shall meet the requirements of the Buena Vista sign code in effect at the time of a new permit.

Shelton asked if any conditions were needed to address the easement. Reynolds stated that staff would approach that situation if it occurred. Bliss asked if the projecting sign is currently there. Reynolds stated it is, and that files with the Town shows it is been there for a long time. Bliss stated that he preferred the projecting sign to the signs being on the roof. Davis commented that the signs looked well done. Larimer noted that the weeds around the Snoopy Cabin should be addressed.

Barkowski expressed concern regarding what would happen with the two signs on the cabin if one business went out. The Commission noted some concern with the design of the "Jade Garden" sign on the Snoopy Cabin. The Commission expressed desire to see the sign on the Snoopy Cabin match the roof sign for Jade Garden. Shelton noted that a requirement could be added to make it match, but Bliss noted that although he agreed, he didn't think there was enough backing in the code to allow them to require harmonious signs.

Davis made a motion to approve the Comprehensive Sign Plan for 505 & 505 Highway 24 N. with conditions as outlined by staff. Bliss seconded. **Motion #3** carried with no objections.

ACA Minor Subdivision

Shiela Moore of 11463 Ruby Mountain Lane, Nathrop, representing Paul Moltz for ACA Products rose to address the Commission. She stated that Mr. Moltz had purchased property located at 28221 CR 319 in Buena Vista, Colorado. She noted that shortly after purchasing the property, they were approached by Chaffee County EMS and Chaffee County Fire about locating Emergency Services on that property.

Ms. Moore stated that they have concerns about the Public Improvement Agreement (PIA) and disagree with the requirement to have a PIA. She noted they have no issues with the Avigation Easement and height standards of the Airport Protection District overlay.

Reynolds then presented the staff review. He noted that the intention of the subdivision was to create three (3) non-residential lots at 28221 CR 319. He stated that County EMS would like one of the lots, and possibly Chaffee County Fire at a later date. Reynolds stated that the property is currently zoned I-1 with

Airport Protection District Overlay (APO) and noted that a small portion of the property is in the Runway Protection Zone. He pointed out that there is an irrigation ditch on the northeast corner of the site. He noted that the rest of the project site is not within 400 feet of a fire hydrant per International Fire Code (IFC) requirements as well as lacking some basic utility services.

Reynolds displayed a map of the final plat with the three (3) proposed lots. Reynolds then showed the property affected by the APO. He noted that the lot has been vacant for some time, and the intention is to re-utilize structures.

Reynolds then reviewed the Minor Subdivision Criteria. He noted that no new streets are required or proposed but that it is up to the Board of Trustees if sidewalks are necessary. He stated that staff is not recommending the addition of sidewalks, but are recommending landscaping to go in. Reynolds commented that currently no street lighting exists and that that is also up to the Board of Trustees as to whether it needs put in. He noted that all proposed subdivisions have to have access to water and sewage, so those expansions would need to be addressed, and must be underground. He further stated that public improvements would include extending the water line to provide the ability to develop those lots and the installation of a fire hydrant.

Reynolds continued with the criteria and stated that the proposed new lots meet the size requirements for the zone district. He noted that there is currently an easement north of property, and that the subdivision would formalize the easement to the south. He commented that there are two (2) irrigation easements, and a Sangre de Cristo Electrical Association easement on northern end, and the latter will be expanded to provide electric to service other lots. He noted that access would be off of Steele Drive and that there is a well on the northern part of the property which will be used for mining operations. Reynolds noted that staff could not find the legal status of the well.

He continued by stating that the applicant will provide easements as required, including the avigation easement. He further noted that one of the recommended conditions of approval is to have the applicant show topography to ensure proper drainage. Reynolds stated that with conditions added, staff feels the criteria have been met.

Reynolds concluded that staff recommends approval with the following conditions:

1. Prior to the final plat being recorded, the applicant shall execute a Public Improvement Agreement (PIA) with the Town that meets the Public Works and Buena Vista Fire Department required water line extensions and fire hydrant placement. Reynolds noted that the applicant can work with other entities to pay for cost of improvement but that the PIA would be between the Town of Buena Vista and the applicant.
2. Prior to any development on the lots, the property shall meet the minimum landscaping code at the time of permit approval;
3. Prior to the well on the property being used, the applicant shall provide proof from the State Engineer's Office allowing the use of the well;
4. Prior to recording the Final Plat, the Final Plat drawings shall be corrected to the satisfaction of the Principal Planner, including showing topography that demonstrates proper drainage; and
5. Prior to or accompanying the Final Plat recording, an Avigation Easement for Lot 1 shall be recorded at the Chaffee County Clerk and Recorder's Office.

Doering clarified that a Public Improvement Agreement (PIA) establishes when and how improvements will be installed or completed by. He noted that typically a PIA would outline a timeline for improvements and would have to be approved at the time of recordation of Final Plat, although the improvements themselves do not have to be done at the time of recordation. The Commission inquired what would happen with the PIA if the land sold. Doering stated that typically the PIA stays with the owner, and that that would probably be a point of discussion between the buyer and the seller should that situation arise.

Reynolds clarified that per state statutes, the proposed subdivision has to go to State Geological Board and to the Board of County Commissioners if it is over five (5) or more acres of land.

With no further discussion, Larimer motioned to recommend to the Board of Trustees approval with conditions as laid out by staff. Davis seconded, and **Motion #4** carried unanimously.

Wartman Minor Subdivision

Steve Wartman of 29798 CR 353 rose to address the Commission. He stated that he is applying for a minor subdivision as part of his Special Use Permit (SUP) requirement for 102 Brookdale.

Doering then presented the Commission with the staff report. He noted that the minor subdivision is located at 102 Brookdale and that the subdivision would create one (1) lot from three (3) parcels. He noted that the lot had been subdivided outside of the town ordinances in the past. He stated that there is an existing building on the property and no new public improvements are required. Doering noted that the property is in the B-1 Zone district and displayed the existing building and land in question.

Doering then went through Minor Subdivision Criteria. He stated that the existing building and existing infrastructure meet the requirements for subdivision and that the new lot meets the size requirement. Doering stated that adequate utility services exist and that the applicant will dedicate town easements as required, but no new easements would be created on this property. He noted that proper drainage control has been demonstrated but that if any expansions or additions are done, the applicant will have to meet any new drainage requirements at that time.

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

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

Doering clarified that the subdivision process had been done in 2004, that the applicant at the time went to the Board of Trustees for approval, but that the plat never got recorded.

With no further discussion or questions, Larimer motioned to recommend to the Board of Trustees approval with conditions as outlined by staff. Bliss seconded and **Motion #5** carried.

STAFF / COMMISSION INTERACTION

Doering stated that he would like to rethink the Comprehensive Sign Plan process going in front of the Commission. He noted that the one tonight is a good example of signs that go up illegally, and that Town would like to begin addressing illegal signs. He further stated that with the new Unified Development Code (UDC), staff is hoping for more allowance with signs. He noted that once the UDC is complete, Code Enforcement will start addressing illegal signs. He also noted that the feather-type "now open" signs

that have been going up at a lot of businesses are illegal signs. He stated staff would like to have a conversation with business owners about signs, and that with so many signs, it is becoming very cumbersome and clogging properties.

Bliss asked if there are requirements as to what a monument sign may look like. Larimer noted that at one time, landscaping was required at the base of monument signs. Doering stated that it will be looked at with the UDC. Larimer commented that many signs will have to come down when CDOT begins work on the highway. Doering agreed and added that the project will change the configuration of the highway.

Doering noted that the Wartman Minor Subdivision should have been done prior to the business opening at its new location. Doering commented that that conversation will probably happen at the Board of Trustees meeting if there are any complaints from neighboring properties. Bliss asked about any potential consequence. Doering noted that there could have been a fine or the applicant could have been blocked from opening his business, but that he wasn't comfortable taking those steps.

The Commission discussed meeting start time and decided that the second meeting in September will begin the 6:00 p.m. start time.

Doering gave an update on the Noe Minor Subdivision. He stated that the Board of Trustees approved the recommendation but that they asked the applicant to return with a request for assistance with the alley improvements, specifically to remove the boulder.

He also gave an update on the Special Use Permit for 650 S. Gunnison and mentioned that the applicant began digging yesterday for the primary house and the accessory dwelling unit.

The Commission noted technical difficulties they were having with their iPads.

ADJOURNMENT

There being no further business to come before the Commission, Commissioner Davis motioned to adjourn the meeting at 7:56 p.m. Commissioner Bliss seconded. **Motion #6** was unanimously approved.

Respectfully submitted:


Trey Shelton, Chair
Jill Abrell, Planning Technician

Minutes
TOWN BEAUTIFICATION BOARD MEETING
Thursday, August 4, 2016

The meeting was called to order at 5:09 p.m. at Collegiate Peaks Realty.

Present: Members Joy Duprey, Diane Look, Jennifer Wright; Nancy Taylor; Emily Katsimpalis, Assistant to the Town Administrator; Hunter Hovenga, assistant to Emily Katsimpalis; Eric Gibb, Town Trustee.

APPROVAL OF MINUTES

The minutes from the July 2016 meeting were approved.

OLD BUSINESS

Funds

- Our current balance is \$4,370. We will need about \$2,500 to make signs for the curbside gardens.

Unspent 2016 Funds

- We may have approximately \$2,900 of unused 2016 budgeted funds. We will try to purchase a bench for the dog park.

Curb Appeal Recognition

- The following businesses have been selected for the Curb Appeal Award: August, Louie's; September, The Lariat; October, House Rock Kitchen.
- We will present the award to Johnny Hughes at Louie's – Nancy will let us know the day and time.
- The "deer" sign is a rotating sign that will travel from business to business. We can provide a permanent one to a business for a low price.

Xeric Deer-Resistant Curbside Educational Gardens

- Local landscaper Josh Bearss is working on a design for the gardens, but hasn't yet committed to doing the actual work because of his heavy work schedule.

Holiday Decorations

- We will schedule a time to open décor boxes and plug in all items to make certain they work.
- We tentatively set Saturday, September 10 from 1 to 4 pm as the time to do this.
- We will get information on new light fixtures going on Main Street, and the highway to ensure they will have power for our décor.

Planning for 2017 Budget

- The proposed beautification budget was reviewed. We came up with action items for information that we need in order to finalize our decisions. We'll make decisions at our next meeting and submit to the Town.

NEW BUSINESS

Emily Katsimpalis

- The clean up of the railroad parking areas is complete.

Eric Gibb

- Trustee Gibb sought our input on the use and placement of “parklets” (like the seating area in front of The Lariat). The trustees have put a moratorium on these until March to determine whether other businesses should be allowed to install these.
- We will think about the issue and Eric will ask us again before the final decision in March.

Next Meeting

- The next meeting will be Thursday, September 1st at 5 p.m. at Collegiate Peaks Realty.

Adjournment

- The meeting was adjourned at 6:30.



Buena Vista Trails Advisory Board Minutes

Public Works Building

August 2, 2016

Present: Lois Walton, Nancy Anderson, Kathy Hoerlein, Ed Eberle, Greg Maggard, Emily Osborn, Dick Scar, Pat McCarthy, Charlie Chupp, Dave Volpe, Tom Navarette, *Fran Rulon-Miller*

Meeting called to order: 8:00 am

I. Agenda: approved

II. Minutes: approved

III. Public Comments: Charlie Chupp a private developer representing Fading West Development made a presentation regarding an affordable housing development (\$55,000 - \$185,000 range) and in partnership with Great Western in Poncha. The name of the development is "The Farm at Antero". It will be in the Antero Circle area. Green space, trails and trail access was discussed

IV. OLD BUSINESS

Public Works Director's report (Greg):

- a) An issue with the trail intersection at **Rodeo Road and CR 306** was discussed. Greg will evaluate
- b) The **CR 317 Trail** project is slated for August. Town is involved 15% and the county 85%.
- c) Greg is meeting with CDOT to discuss reallocating funds from **Greg Drive to Arizona St.** If approved as previously discussed Public Works will pave Greg Drive.
- d) **Buena Vista Hwy. 24** project begins this month.
- e) **Tom Navarette** was introduced. He is the new part time Public Works employee focusing on Trails and Recreation.
- f) **Peaks View Trail** capital improvement request has been submitted to Brandy.
- g) **South Main** – The social trails near the Chateau Hotel were discussed.
- h) Tom is installing two new **Dog Stations @** the Whipple Trail and the Disc Golf Course.
- i) **Southwest Conservation Corp.** is working on the Wildlife Trail 8/23-8/30, Public Works is coordinating.
- j) Public Works has new **Bike/Pedestrian Road stencils** for road trails.
- k) **Airport trail** – There is some controversy as to ownership of that property.
- l) **Memorial Benches, bench placement and standards for benches** will be discussed at the next meeting.
- m) **A new application** was received for an alternate member for the BV Trails Advisory

Bd.

- n) Lois and Emily are presenting the budget to the Trustees On Oct. 25th. It will include a power point.

V. OLD BUSINESS

a. **Adopt-a-trail** – no new info.

b. **Trail Advocacy** trail Work and update - Nancy Anderson (see BVTrail Advocacy Memo)

- **Whipple Trail Project** had 9 volunteers – August 1
- **Bacon Bits Trail Work every Tuesday**
- **Collaborative Volunteer Group**
- **BV Public Works** trail maintenance tools are available

c. Emily met with Linda (BLM) regarding **Christof trail**. Discussed removal of trail flags. The trail is pending the NEPA process. Forest Service will do a routing/flagging of the Midland Trail area. Emily requested a timeline from BLM – possibly fall of 2017. BLM is reducing the scope of the trail plans.

There has been positive response from town and BLM to the previously discussed **municipal trail/ grant writing position**. Emily will review the position which is proposed for at least a two year commitment.

d. **Trans Rockies Race** in Buena Vista .will be 8/7/, 8/9, & 8/10 will be covered by CBS Sports

e. A park designs consultant has been hired to work on the Community Center Park, the softball and baseball fields and the Sunset Vista pocket park. There will be a public meeting August 15th at the BV Community Center.

f. Kathy discussed the material for the new trail replacement signs. Signs will have to be sun and vandal resistant. Budget should include a proposal for sign replacement due to town branding. Signs are needed on the new trail on Rodeo Road.

VI. Adjournment: 10:40 am

Next Meeting: Sept. 6, 2016 *Please Note*** Meeting time is 8:00am**

Minutes submitted by Pat McCarthy

Minutes approved as written (Date) 9/6/16 by F. Rulon-Miller

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.

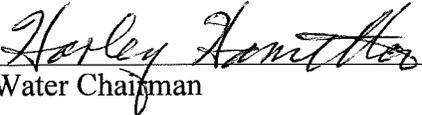
Adjournment

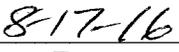
Seeing that there was no further business, Chairman Hamilton called for a motion to adjourn.

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



Buena Vista Police Department

Post Office Box 1310

713 E. Main St.

Buena Vista, Colorado 81211

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



Chief's Report August 2016

August was "event central" for Buena Vista! Vertex, Trans Rockies Run, Gold Rush Days & the Rock & Gem Show brought record amounts of people to our beautiful town.

We have been working with Greg Maggard & Brandy on some traffic issues in the town, making all of West Main Street 25 MPH instead of having some sections of the street 35 MPH. We receive a ton of complaints reference speeders on West Main. We have issued numerous speeding tickets and some warnings depending on how excessive the speed was. With the bike lanes, side streets, pedestrians walking & all the deer that cross West Main, speed can be very dangerous. Vehicles are required to allow 3 feet between them and a bicyclist and it can get a little tight when there are cars meeting going east and west at the same time. The change in the speed limit will make it safer for everyone.

The other change will be that East Main St. @ Colorado will become a 4 way stop instead of 2 way. This is a blind corner because of parked vehicles and has proven to be a hazard with people pulling out from Colorado to see if it's clear to pull on to East Main St.

As all of you know the Highway 24 project is set to begin on September 7th after many debates on how long CDOT should delay the project. We have had several citizens already voice their concerns about this project and the construction hasn't even begun. We are telling citizens to please be patient; the end result will be worth the "pain".

On August 24th we had our Team Meeting. Our topic was "Dealing with Stress"..... a great topic with everything that we've had going on in town!

Please see attached stats and calls for service



BVPD CALLS FOR SERVICE FOR THE MONTH OF AUGUST 2016

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

0	<i>LIQUOR VIOLATION</i>
0	<i>LIVESTOCK</i>
3	<i>LOST PROPERTY</i>
7	<i>MEDICAL ASSIST</i>
8	<i>MEETING</i>
0	<i>MISSING PERSON</i>
1	<i>MORALS</i>
6	<i>MOTORIST ASSIST</i>
2	<i>PARKING VIOLATION</i>
0	<i>PHONE CALL</i>
2	<i>PBT - PORTABLE BREATH TEST</i>
4	<i>REDDI REPORT</i>
33	<i>REPORTS</i>
3	<i>ROADSIDES</i>
0	<i>RUNAWAY</i>
17	<i>SECURITY CHECKS</i>
0	<i>SEXUAL ASSAULT</i>
0	<i>SMOKE INVESTIGATION</i>
1	<i>SUICIDE ATTEMPT</i>
5	<i>SUSPICIOUS INCIDENT</i>
11	<i>SUSPICIOUS PERSON</i>
4	<i>SUSPICIOUS VEHICLE</i>
96	<i>THEFT</i>
271	<i>TRAFFIC STOPS (ALL CONTACTS)</i>
6	<i>TRAFFIC VIOLATIONS (CITATIONS WITH CASE #)</i>
70	<i>TRAFFIC MISC (VEHICLE INVESTIGATION)</i>
9	<i>TRAFFIC COMPLAINT</i>
3	<i>TRAINING</i>
2	<i>TRANSPORTS</i>
1	<i>TRESPASS</i>
24	<i>VIN INSPECTION</i>
0	<i>VEHICLE MAINTENANCE</i>
0	<i>VIOLATION OF PROTECTION ORDER</i>
2	<i>WARRANT ARREST (INCLUDING ATTEMPTED)</i>
1	<i>WEAPONS/GUN</i>
26	<i>WELFARE CHECK</i>
1	<i>WILDLIFE</i>
1112	<i>TOTAL CALLS RECEIVED FROM CHAFFEE CTY. DISPATCH</i>

Buena Vista Police Department

Statistics from: 8/1/2016 12:00:00AM to 8/31/2016 11:59:00PM

Citation Printout Report by Violation

Total Citations of (10-171 ASSAULT): 1
Total Mandatory Appearances: 1

Total Citations of (10-211 OPEN CONTAINERS PROHIBITED): 1
Total Mandatory Appearances: 1

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

Total Citations of (18-6-401 CHILD ABUSE): 1
Total Mandatory Appearances: 1

Total Citations of (18-6-801 DOMESTIC VIOLENCE): 1
Total Mandatory Appearances: 1

Total Citations of (18-6-803.5 CRIME OF VIOLATION OF A PROTECTION ORDER): 1
Total Mandatory Appearances: 0

Total Citations of (18-7-302 INDECENT EXPOSURE): 1
Total Mandatory Appearances: 1

Total Citations of (18-9-111 HARASSMENT): 1
Total Mandatory Appearances: 1

Total Citations of (33-14.5-108 UNLAWFUL OPERATION OF AN OHV ON STREETS ROAD OR HIGHWAY): 1
Total Mandatory Appearances: 1

Total Citations of (42-2-138(1)(A) DROVE VEHICLE WHEN LICENSE UNDER RESTRAINT (SUSPENDED/REVOKED/DENIED)): 4
Total Mandatory Appearances: 4

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

Total Citations of (42-3-121 (1)(A) VIOLATION OF REGISTRATION PROVISIONS): 1
Total Mandatory Appearances: 0

Total Citations of (42-3-121 (1)(B) DISPLAYED FICTITIOUS LICENSE PLATES): 2
Total Mandatory Appearances: 0

Total Citations of (42-4-1101 SPEED LIMITS (EXCEEDING)): 44
Total Mandatory Appearances: 1

Total Citations of (42-4-1204 STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIED PLACES): 2
Total Mandatory Appearances: 0

Total Citations of (42-4-1301(1)(A) DROVE VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS OR BOTH): 1
Total Mandatory Appearances: 0

Total Citations of (42-4-1301(2)(A) DROVE VEHICLE WITH BLOOD ALCOHOL CONTENT OF 0.08 OR MORE): 1
Total Mandatory Appearances: 0

Total Citations of (42-4-1305.5 OPEN MARIJUANA CONTAINER): 1
Total Mandatory Appearances: 0

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

Total Citations of (42-4-703 ENTERING THROUGH HIGHWAY - STOP OR YEILD INTERSECTION): 4
Total Mandatory Appearances: 0

Total Citations of (7-136 RUNNING AT LARGE): 3
Total Mandatory Appearances: 2

Total Citations of (7-141 VICIOUS DOGS PROHIBITED): 1
Total Mandatory Appearances: 1

Total Citations of (7-143 NOISE DOG): 1
Total Mandatory Appearances: 1

Total Citations of (VOID): 5
Total Mandatory Appearances: 0

Grand Total

Total Number of Citations Reported: 83

Total Fine Amounts Reported: \$0.00

Total Money Collected: \$0.00

Total Money Still Due: \$0.00

Total Mandatory Appearances: 20



Buena Vista Fire Department

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



Buena Vista Fire Calls

From August 1 to 31, 2016

Total Month Calls: 24

Current Year to Date Calls: 221

2015 Year to Date Calls: 222

August 1- 31 Calls: 23

Fire Calls: 1

Fire Alarms: 4

Medical Calls: 15

Accident Calls: 1 (1 ATV Crash)

Hazardous calls: 0

Good Intent/Information Item: 1

River Rescue: 0

Stand down: 0

Voided Calls: 6 (dispatch voided calls due to dispatching to the wrong agency)

Volunteer Firefighters: 13

Total Training hour for August: 127

August Highlights:

Assistant Chief Rodriguez has started teaching our first Firefighter 1 academy with our 2 newest members. From this point forward we will be able to conduct the training in-house in oppose to using Chaffee County Fire.

Assistant Chief Rodriguez has been working with Avery Parsons Nurse to assist them with their CPR/First Aid.

Assistant Chief Rodriguez is continuing to get give businesses pre-incident surveys and continuing work on the pre-plans.

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

Assistant Chief Rodriguez and Admin Asst. Yvonne Prentiss are technician level certification for National Child Passenger Safety. They are included in the 4 individuals trained in proper car seat installation in all of Chaffee County. Public health has the other 2 installers. This is a service that Buena Vista will be able to provide the citizens and visitors to the Town of Buena Vista as well as Chaffee County.

3

First Meeting of the De Remer Hook & Ladder Company of Osceola Vista

June 8th, 1881
C. S. Libby was chosen temporary chairman
J. W. Syrenforth secretary

The following names were given as volunteer members of the Company:

F. A. Walter
A. W. Pralle
L. J. Pelta
Theodore Matson
C. S. Dearhamer
S. Finucane
W. G. Eldridge
J. C. Johnson
E. M. Rumble
N. C. Rongsbach
C. S. Libby
J. W. Syrenforth
L. Schurz
C. H. Ludwig
A. G. Pickering
H. S. Sickensohn
W. Amend
J. B. De Remer

A motion to elect a Foreman by acclamation was carried, and the following names were placed in nomination; Theo Matson, C. S. Dearhamer, S. Finucane; On motion the last two names were withdrawn, and C. S. Dearhamer was elected Foreman by acclamation. Theo. Matson was chosen as assistant Foreman and, C. S. Libby, secretary and treasurer. A motion was made and carried that



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

BOARD OF TRUSTEES STAFF REPORT

HEARING DATE: September 14, 2016
TO: Mayor and Board of Trustees
FROM: Mark N. Doering, Principal Planner
AGENDA ITEM: Granting a Utility Easement on the Rodeo Grounds

REQUEST:

Sangre de Cristo Electric Association is requesting a utility easement from an existing power pole on the Rodeo Grounds to the adjoining property to the west to allow an underground electrical line to cross the rodeo grounds to provide electrical service that adjoining property.

OVERVIEW:

The utility easement will allow electric service lines to be run underground from the existing power on the rodeo grounds to the western property line to provide power to the adjoining property.

ANALYSIS:

Allowing the easement will allow utilities to cross town-owned property. The Town will still own the ground, but it will allow utilities to cross the areas identified in the easement, enclosed.

POLICY ALIGNMENT:

Administrative Policy

BOT ACTION:

Staff recommends approval of the attached easement, and authorize the mayor to sign the easement paperwork to allow the easement to be recorded at the Chaffee County Clerk and Recorder's Office.

ATTACHMENTS:

Resolution No. 85
Easement materials from Sangre de Cristo Electric Association

TOWN OF BUENA VISTA, COLORADO

RESOLUTION NO. 85

(Series 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING AN EASEMENT WITH SANGRE DE CRISTO ELECTRIC ASSOCIATION FOR UTILITIES.

WHEREAS, the Trustees desire to allow a Sangre de Cristo Electric Association utility line across property owned by the Town; and

WHEREAS, the Board of Trustees finds and determines it to be in the Town's interest to grant the easement.

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

Section 1. The Utility Easement attached hereto as **Exhibit A** is hereby approved and adopted, and the Mayor is authorized to execute the same.

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

TOWN OF BUENA VISTA, COLORADO

BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Sangre de Cristo Electric Association, Inc.

P.O. Box 2013
Buena Vista, CO 81211
Telephone: 719.395.2412 or 800.933.3823
FAX: 719.395.8742

August 18, 2016

Town of Buena Vista
Attn: Greg Maggard
P.O. Box 2002
Buena Vista, CO 81211-2002

Re: Electric Utility Easement to serve Greenfield Property, County Road 337, Buena Vista
W.O. No. 616-16

Dear Mr. Maggard,

Enclosed please find an Electric Utility Right-of-Way Easement which will permit Sangre de Cristo Electric Association to construct and maintain a proposed underground electric line across a portion of the Town of Buena Vista property west of Rodeo arena.

If this Right-of-Way Electric Utility Easement meets with your approval, please sign, have notarized, and return it to our office *at your earliest convenience*. Your signature(s) should appear as they are recorded on the property deed. If this Right-of-Way Electric Utility Easement does not meet with your approval, please contact our office so alternate plans can be made.

A self-addressed, stamped envelope is enclosed for your convenience.

If you have any questions, feel free to contact me at 719-395-4585. Thank you for your consideration.

Sincerely,

SANGRE DE CRISTO ELECTRIC
ASSOCIATION, INC.


Brian Clark 
Staking Technician II

BC:drr

Enclosures

Recorded at _____ o'clock _____ M., Book _____ Page _____
Reception No. _____ Recorder _____

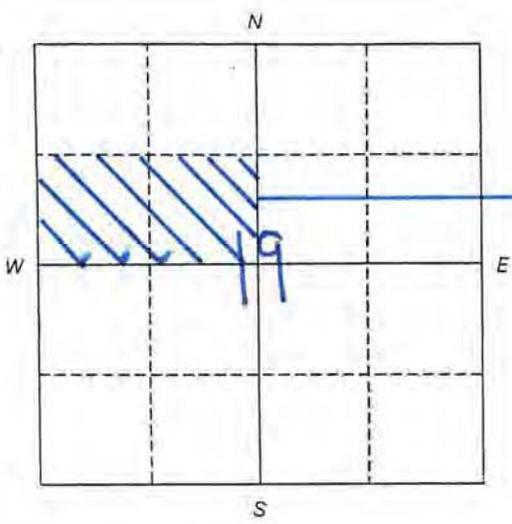
WO# 616-16
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that (I) (We), the undersigned Town of Buena Vista

of Chaffee County, State of Colorado, for good and valuable considerations, receipt of all which is hereby acknowledged, hereby grant unto SANGRE DE CRISTO ELECTRIC ASSOCIATION, INC., (hereinafter called the "Association") a corporation of Chaffee County, State of Colorado, and to its successors or assignee, the right to enter upon the lands of the undersigned, situated in _____ County, State of Colorado, and more particularly described as follows:

SW 1/4 Section 19, Township 14S, Range 79W 6th PM

(Show the location of the point of service in section tract below. Also show exiting electric lines, roads, irrigation ditches, etc. that may be related to this service.)



See details on sheet 2 of 2

and to construct, operate and maintain on the above described land, an electric transmission or distribution line or system and appurtenant structures and fixtures for the conveyance of electric energy and communications; and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric or communications lines or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the said electric or communications line or system in falling.

The undersigned agrees that all poles, wires and other facilities, including any main service equipment, installed on the above described lands at the Association's expense, either wholly or partially, shall remain the property of the Association and shall be removable at the option of the Association upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assignees of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20____ (Seal)

_____ (Seal)



STATE OF COLORADO)
COUNTY OF _____) ss

Before me, the undersigned, Notary Public, in and for said County and State on the _____ day of _____, 20____, personally appeared _____

and duly acknowledged the execution of the foregoing easement.

(SEAL) _____ Notary Public

My Commission Expires: _____ 20____.

Sangre De Cristo Electric Association, Inc.

Jim & Jayme Greenfield

Page 1 of 2
Town of Buena Vista/SDCEA
second

Initials _____
WO#: 61616

Town of Buena Vista/SDCEA

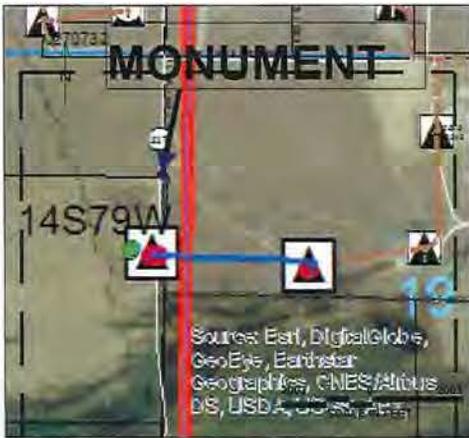
T14S, R79W, Chaffee County, Section 24NE:

Bearing and distances are approximated based on GPS data gathered and projected into a
NAD_1983_StatePlane_Colorado_Central_FIPS_0502_Feet Map

An easement 20 feet in total width located within the S1/2 of NW1/4 of section 19, T 14 S, R 79 W, 6th PM, Chaffee County, Colorado. The point of beginning is located on the West Line of S1/2 NW1/4 and the centerline of said easement will be along the centerline of the underground electric distribution line to be installed. The approximate location of the easement centerline is as follows

A strip of land 10.000000 Feet on either side of a line with a POINT OF BEGINNING which lies S0°22'53"E a distance of 887 Feet from NW corner of SW1/4 NW1/4 of 19 monument at 38°49'17"N, 106°9'55"W; thence S88°17'16"E a distance of 1633 Feet; thence S82°5'44"E a distance of 17 Feet; thence S50°9'55"E a distance of 10 Feet; thence S5°22'11"E a distance of 14 Feet; thence S32°6'29"W a distance of 26 Feet; thence S42°38'12"W a distance of 33 Feet; thence S51°10'12"W a distance of 28 Feet to the POINT OF TERMINATION.

The point of termination is existing Transformer.

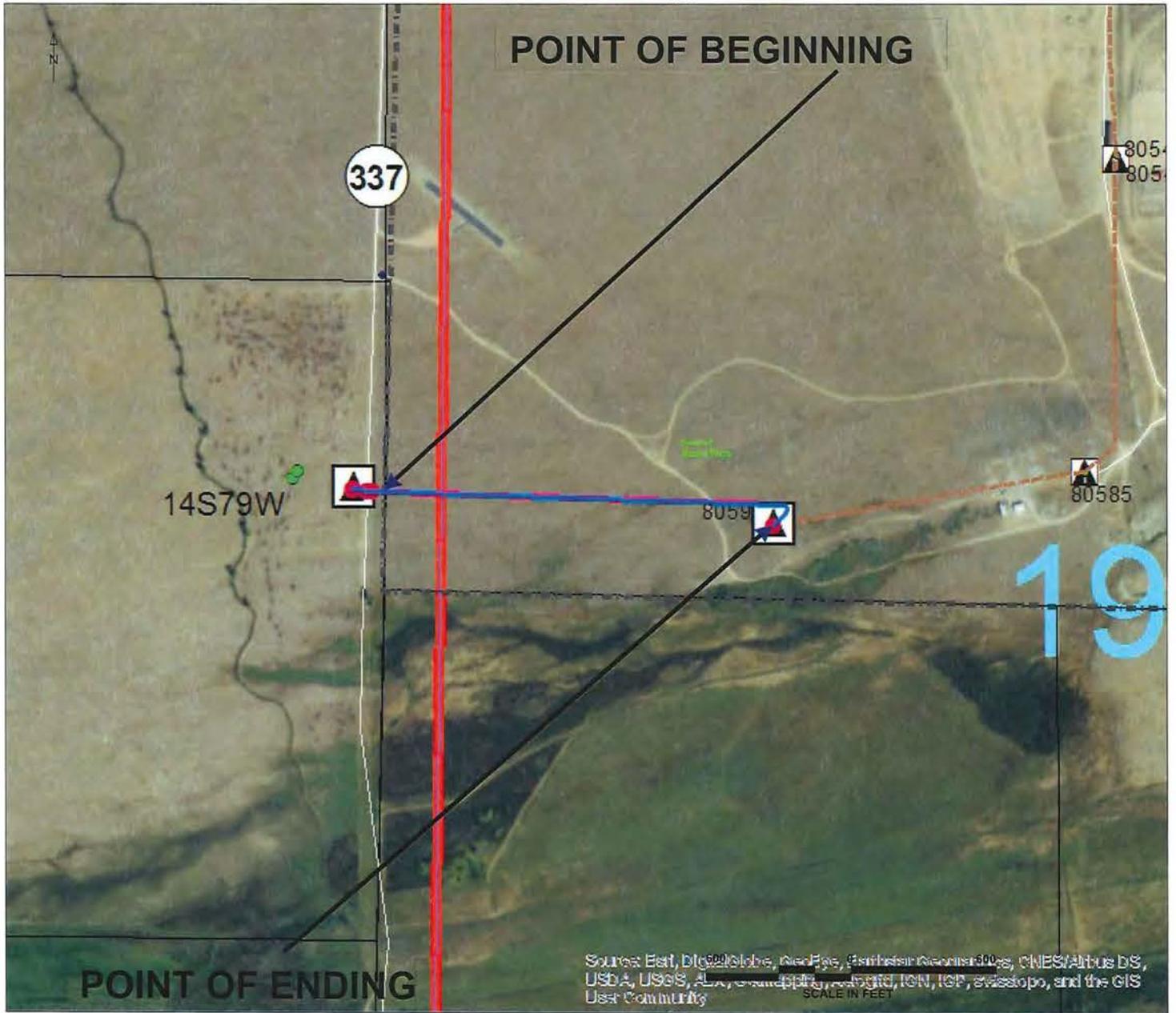


Jim & Jayme Greenfield

Page 2 of 2
Town of Buena Vista/SDCEA
second

Initials _____
WO#: 61616

Town of Buena Vista/SDCEA
T14S, R79W, Chaffee County, Section 24NE:





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

DATE: September 8, 2016

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Clerk

AGENDA ITEM: Should the Board of Trustees approve an application to change the class of liquor license from Tavern to Hotel and Restaurant for The Rope, LLC dba The Lariat, 206 East Main Street, Buena Vista, Colorado.

Request

The Rope, LLC has submitted an application to change the class of liquor license for the Lariat Bar from Tavern to Hotel and Restaurant. A request to waive the \$500 Town application fee has also been submitted.

Overview

The Rope, LLC dba the Lariat Bar located at 206 East Main submitted an application on July 26, 2016 to change the class of liquor license for the establishment from Tavern to Hotel and Restaurant after a change in the law took effect on July 1, 2016 prohibiting a Tavern from permitting an employee who is under 21 years of age to sell liquor. A Hotel and Restaurant license allows employees between the ages of 18 and 20 to participate in the sale of liquor when supervised by another employee that is 21 years of age or older.

Analysis / Policy Alignment

Colorado Liquor Rule Regulation 47-300 sets forth that a request for a change in the class of license from that presently held by a licensee shall be considered an application for a new license. The new application does not prohibit the licensee from operating under the Tavern license while its application for Hotel and Restaurant license is pending.

The application was routed to the applicable Town Departments with no compliance issues or concerns being raised. As required by state law, the subject premises was posted with a Public Notice. This was completed by the applicant on August 10, 2016 and the Notice of Public Hearing on Liquor License Application that is attached to this report appeared in the September 1, 2016 edition of the Chaffee County Times.

An application for a new license requires that the applicant submit proof of the needs and desired of the neighborhood. However, Regulation 47-300 states "the local licensing authority may, but shall not be required to, consider the reasonable requirements of the neighborhood when considering the new application." Staff did not require the applicant to submit a new petition due to the fact the subject property has been operating as a Tavern at the current location for more than 20 years.

BOT Action

1. To approve or deny the application from The Rope, LLC to change the class of liquor license for the Lariat Bar located at 206 East Main Street from Tavern to Hotel and Restaurant.
2. To approve or deny the \$500 Town application fee waiver request.

Attachments

Colorado Liquor Retail License Application With Supporting Documents
Fee Waiver Request

NOTICE OF PUBLIC HEARING ON LIQUOR LICENSE APPLICATION

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Board of Trustees of the Town of Buena Vista, Colorado, in the Piñon Room of the Buena Vista Community Center, 715 East Main Street, Buena Vista, Colorado, on Wednesday, September 14, 2016, beginning at 7:30 PM or approximately thereafter. This hearing is on an application for a change of license type from Tavern to Hotel and Restaurant for The Lariat located at 206 E. Main Street, Buena Vista, Colorado as submitted by The Rope, LLC.

The following information is provided:

APPLICATION REQUEST:	Change of License Type / New License Tavern to Hotel and Restaurant
LOCATION:	206 E. Main Street, Buena Vista, CO
DATE OF APPLICATION:	July 26, 2016
DATE/TIME OF HEARING:	September 14, 2016 – 7:30 PM
APPLICANT:	The Rope, LLC dba The Lariat
Owner/Manager:	Courtney Johnson, Owner/Manager 5074 S. Perry Park Road Sedalia, CO 80135

All interested parties are encouraged to attend. Further information can be obtained at the Clerk's Office, 210 East Main Street in Buena Vista, or by calling (719) 395-8643 ext. 10.

For the Board of Trustees
Town of Buena Vista, Colorado
Janell Sciacca, CMC
Town Clerk

As per Section 12-47-311C.R.S., Public notice - posting and publication - Notice was posted by sign in a conspicuous place on the premises for which this application has been made on August 10, 2016 and notice was published in *The Chaffee County Times* on Thursday, September 1, 2016.

Colorado Liquor Retail License Application

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor • Local License Fee \$ <u>1420.00</u>			
1. Applicant is applying as a/an <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <u>THE ROPE LLC</u>		FEIN Number <u>38-3975922</u>	
2a. Trade Name of Establishment (DBA) <u>THE LARIAT</u>		State Sales Tax Number <u>29830548</u>	Business Telephone <u>719-395-9494</u>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>206 EAST MAIN ST</u>			
City <u>BUENA VISTA</u>	County <u>CHAFFEE COUNTY</u>	State <u>CO</u>	ZIP Code <u>81211</u>
4. Mailing Address (Number and Street) <u>PO BOX 1496</u>	City or Town <u>BUENA VISTA</u>	State <u>CO</u>	ZIP Code <u>81211</u>
5. Email Address <u>robbie@thelariatbv.com</u>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <u>THE LARIAT</u>		Present State License Number <u>4705227</u>	Present Class of License <u>TAVERN</u>
Present Expiration Date <u>OCT 27/16</u>			
Section A Nonrefundable Application Fees		Section B (Cont.) Liquor License Fees	
<input checked="" type="checkbox"/> Application Fee for New License \$920.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review \$1020.00 <input type="checkbox"/> Application Fee for Transfer \$920.00		<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00	
Section B Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R..... \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City)..... \$351.25 <input type="checkbox"/> Beer and Wine License (County)..... \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County)..... \$750.00 <input type="checkbox"/> Club License (City)..... \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City)..... \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)..... \$600.00		<input type="checkbox"/> Master File Location Fee \$25.00 X _____ Total _____ <input type="checkbox"/> Master File Background \$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City)..... \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City)..... \$500.00 <input type="checkbox"/> Racetrack License (County)..... \$500.00 <input type="checkbox"/> Resort Complex License (City)..... \$500.00 <input type="checkbox"/> Resort Complex License (County)..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)..... \$500.00 <input type="checkbox"/> Retail Liquor Store License (City)..... \$227.50 <input type="checkbox"/> Retail Liquor Store License (County)..... \$312.50 <input type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County)..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County)..... \$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application 29834548 <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input checked="" type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) ✗ <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor / husband and wife partnership <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input checked="" type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):

(a) Been denied an alcohol beverage license?

(b) Had an alcohol beverage license suspended or revoked?

(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.

10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

Waiver by local ordinance? or
Other: _____

11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.

12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?

Ownership Lease Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord <i>Conceit Johnson</i>	Tenant <i>The Rope LLC.</i>	Expires <i>7/2020</i>
------------------------------------	--------------------------------	--------------------------

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.

c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:
Has a local ordinance or resolution authorizing optional premises been adopted?

Number of additional Optional Premise areas requested. (See license fee chart)

15. Liquor Licensed Drug Store applicants, answer the following:
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy?

If "yes" a copy of license must be attached.

16. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?

(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?

(c) How long has the club been incorporated?

(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

17. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

18a. For all on-premises applicants.
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)

Last Name of Manager <i>Johnson</i>	First Name of Manager <i>Courtney</i>	Date of Birth <i>7-15-82</i>
--	--	---------------------------------

18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

Name	Type of License	Account Number
------	-----------------	----------------

19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?

If yes, provide an explanation and include copies of any payment agreements.

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the Applicant**. All persons listed below must also attach form DR 8404-1 (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
COURTNEY JOHNSON	5074 S POLLY PARK RD	7-15-52	MG MEMBER	100
	SEPTIMA CO 80135		MEMBER	0
MARLEE CAMPBELL	5074 S POLLY PARK RD	9-2-55		
	SEPTIMA CO			
	8435			

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	COURTNEY JOHNSON, MG MEMBER	7-26-10

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
07-26-2010	09-14-2010

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-1 (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

Therefore, this application is approved.

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City	<input type="checkbox"/> County
Signature	Print	Title	Date
Signature (attest)	Print	Title	Date

Proposed Licensed Premises

DATE: 2/08/2016

DRAWN BY: P.G.
CHECKED BY: S.W.



The Lariat Bar & Grill Remodel

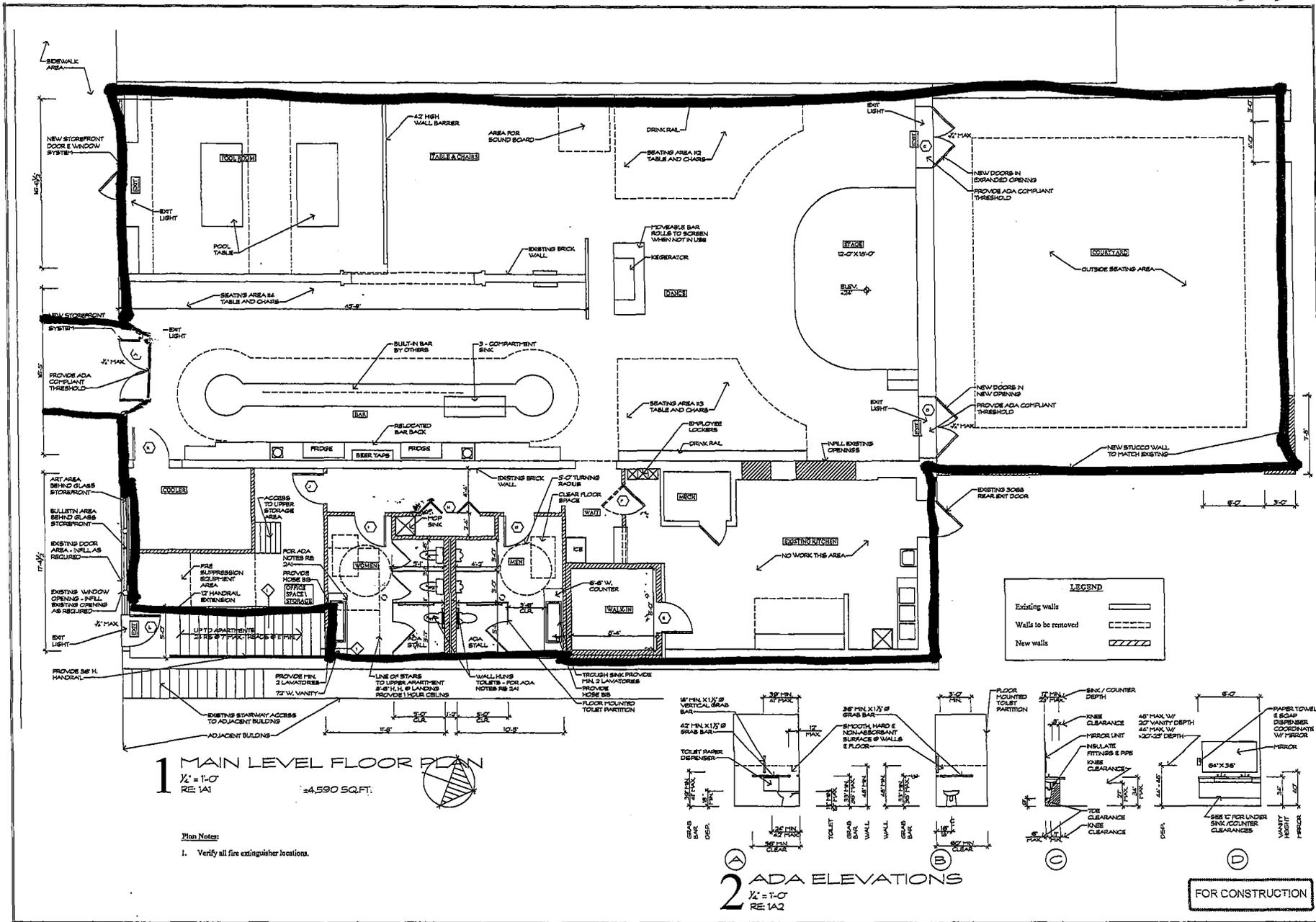
206 East Main Street
Buena Vista, CO 81211

MAIN LEVEL
FLOOR PLAN
ADA
ELEVATIONS

A1

2 OF 3

JOB # 15043.30

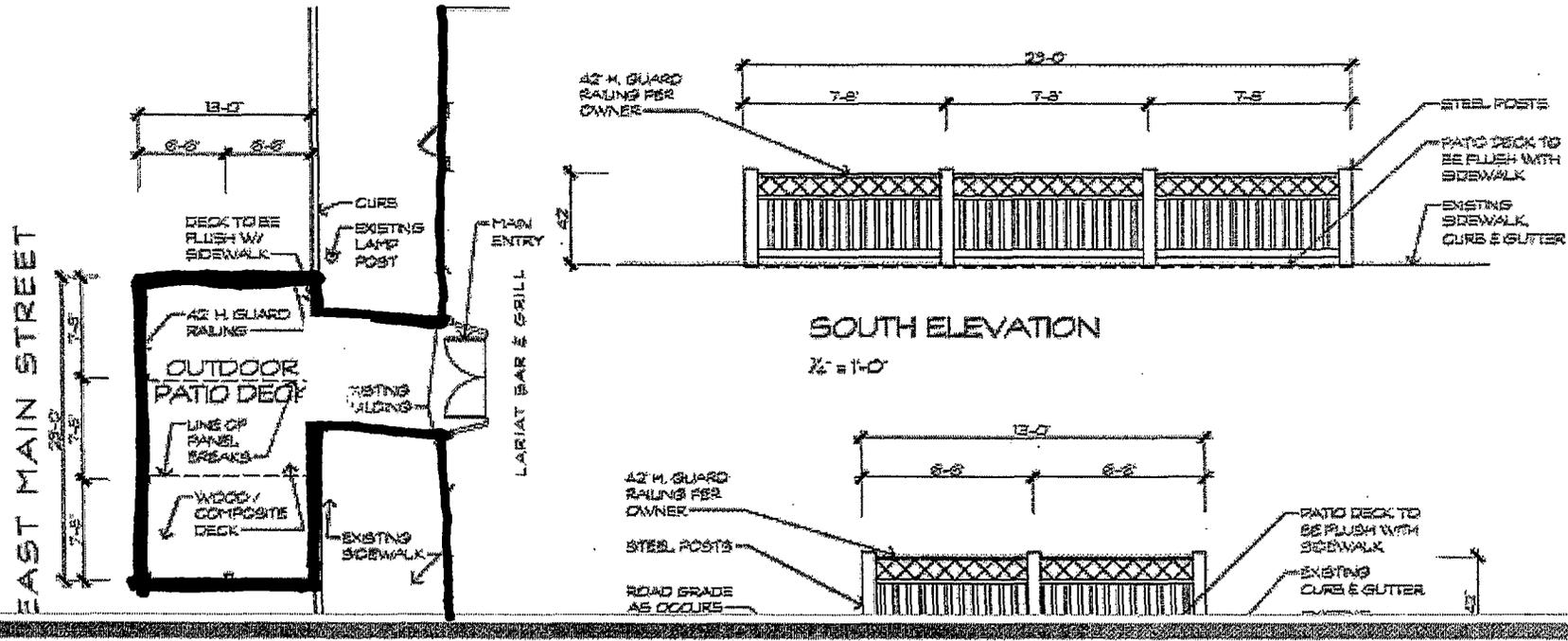


Main Notes:
1. Verify all fire extinguisher locations.

From: Robbie Cooper robbiecooper@me.com
Subject:
Date: March 6, 2016 at 1:08 PM
To:

*Proposed licensed
Premises/Parking/Plat*

the LARIAT OUTDOOR SEATING
3-4-16



Restaurant Lease

This Lease Agreement (this "Lease") is dated July 30, 2015, by and between Courtney Johnson ("Landlord"), and The Rope, LLC ("Tenant"). The parties agree as follows:

RESTAURANT. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant The Lariat Bar consisting of 7,500 sq ft at 206 E. Main St., (the "Restaurant") located at 206 E. Main Street, Buena Vista, Colorado 81211.

TERM. The lease term will begin on July 30, 2015 and will terminate on July 30, 2020.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$4,000.00, payable in advance on the first day of each month, for a total lease payment of \$244,000.00. Lease payments shall be made to the Landlord at 5074 S. Perry Park Rd., Sedalia, Colorado 80135, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF RESTAURANT. Tenant may use the Premises only for the purpose of conducting a restaurant or coffee shop business together with other uses normally and customarily incident to the operation of a restaurant or coffee shop. The Tenant shall not sell alcoholic beverages (except beer and wine if licensed) in the Restaurant with out the concerned liquor license. The Restaurant may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Restaurant not later than the first day of the extended absence.

The Tenant, Tenant's agents, employees and invitees, shall have the right to use the common areas and common facilities jointly with Landlord, Landlord's agents and employees, and other tenants (except such service areas as may be designated by Landlord for the exclusive use of a particular tenant or tenants) their agents, employees and invitees. All of such use of any of the common areas and common facilities shall be such as will not unreasonably obstruct or interfere with the joint use thereof, and shall be in compliance with all applicable laws, rules and regulations

SIGNS. Tenant shall install at its sole expense new awnings. Such awnings shall be installed in such locations as are approved by Landlord. The design and type of awnings shall be subject to the prior written approval of Landlord, which Landlord may grant in its sole discretion, it being understood that the Restaurant are part of an integrated and uniform building, and that control of exterior awnings and signs by Landlord is essential in order to maintain uniformity and aesthetic

value in said building. Tenant agrees to submit to Landlord as soon as reasonably possible its outside elevation plans showing such proposed changes. Tenant shall maintain said awnings and signs in good condition and repair at all times, and shall hold Landlord harmless from injury to person or property arising from the erection or maintenance of said awnings and signs. Any sign placed in or upon the Restaurant, upon the written request of Landlord, shall be removed by Tenant at Tenant's expense upon the expiration or sooner termination of this lease, and all damage caused by the removal of such sign shall be fully repaired at the cost and expense of Tenant.

QUIET ENJOYMENT. The Landlord covenants that Landlord has lawful title to the above-described real property and the right to make this lease for the term aforesaid and, conditioned upon the prompt performance and observance by the Tenant, Tenant's agents and employees of all of the terms, covenants and conditions hereof required to be performed or observed by Tenant, Tenant's agents and employees, Tenant shall at all times during the term of this lease have the peaceable and quiet enjoyment of the Demised Restaurant.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Restaurant in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Restaurant. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Restaurant with personal injury limits of at least \$1,000,000.00 for injury to one person, and \$1,000,000.00 for any one accident, and a limit of at least \$1,000,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of Five years per renewal term, unless either party gives written notice of termination no later than 5 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

PEST CONTROL. Tenant, at its sole expense, shall engage exterminators to control vermin and pests on a regular basis. Such extermination services shall be supplied in all areas where food is prepared, dispensed or stored and in all areas where trash is collected and deliveries are made.

JANITORIAL SERVICE. The Tenant shall provide regular janitorial service to the Leased Restaurant at its sole expense.

COVENANT AGAINST WASTE. Tenant agrees that Tenant will not commit waste in or upon the Restaurant or any portion thereof. The Tenant shall be responsible for the ventilation and

cleanliness of the demised premises and for keeping the waste sewerage lines free from grease stoppages. Tenant shall be responsible for the professional removal of grease to avoid spillage and for grease recycling or shortening.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Restaurant.

TAXES. Taxes attributable to the Restaurant or the use of the Restaurant shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Restaurant during the time of this Lease.

TERMINATION UPON SALE OF RESTAURANT. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 5 days' written notice to Tenant that the Restaurant have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Restaurant without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Restaurant as specified above. Tenant may also construct such fixtures on the Restaurant (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Restaurant without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Restaurant to substantially the same condition of the Restaurant at the commencement of this Lease.

ACCESS BY LANDLORD TO RESTAURANT. Subject to Tenant's consent (which shall not

be unreasonably withheld), Landlord shall have the right to enter the Restaurant to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Restaurant. As provided by law, in the case of an emergency, Landlord may enter the Restaurant without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Restaurant to prospective tenants.

INDEMNITY REGARDING USE OF RESTAURANT. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Restaurant, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Restaurant any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. Tenant will promptly procure, maintain and comply with all permits, licenses and other authorizations required for the use of the Property as a restaurant and for the lawful operation, maintenance, and repair of the Property or any part thereof. Tenant will not do any act or thing which constitutes a public or private nuisance. Landlord will join, if necessary, in the application for any permit or authorization with respect to any Legal Requirements. In connection with its use of the Property, Tenant shall comply with all applicable governmental laws, rules and regulations, federal, state and local, including those relating to environmental matters.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Colorado.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and

enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

SIGNATURES AND NOTICE. This Lease shall be signed by the following parties. No notice under this Lease shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the parties below:

LANDLORD:

Courtney Johnson

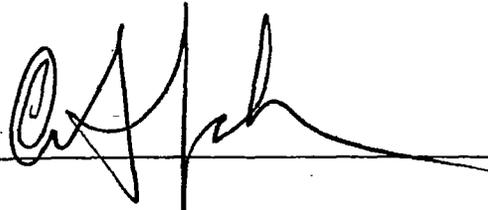
5074 S. Perry Park Road
Sedalia,, Colorado 80135

TENANT:

The Rope, LLC
Member

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

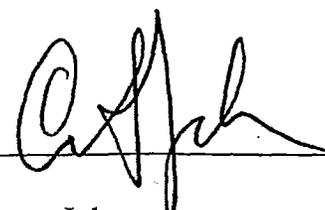
LANDLORD:



Courtney Johnson

Date: 7/28/15

The Rope, LLC

By: 

Courtney Johnson,
Member

Date: 7/28/15

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

The Rope, LLC

is a

Limited Liability Company

formed or registered on 07/27/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151486707 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/25/2016 that have been posted, and by documents delivered to this office electronically through 07/29/2016 @ 10:32:07 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/29/2016 @ 10:32:07 in accordance with applicable law. This certificate is assigned Confirmation Number 9763582



A handwritten signature in black ink that reads 'Wayne W. Williams'. The signature is written in a cursive style.

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Colorado Secretary of State
 Date and Time: 07/27/2015 04:50 PM
 ID Number: 20151486707
 Document number: 20151486707
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

The Rope, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

175 Main Street

(Street number and name)

Suite C-109

Edwards

(City)

(Province – if applicable)

CO

(State)

81632

(ZIP/Postal Code)

United States

(Country)

Mailing address

(leave blank if same as street address)

5074 S. Perry Park Rd.

(Street number and name or Post Office Box information)

Sedalia

(City)

(Province – if applicable)

CO

(State)

80135

(ZIP/Postal Code)

United States

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

(Last)

(First)

(Middle)

(Suffix)

Stovall Associates, P.C.

Street address

175 Main Street

(Street number and name)

Suite C-109

Edwards

(City)

(Province – if applicable)

CO

(State)

81632

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) _____
(ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name

(if an individual)

(Last) (First) (Middle) (Suffix)

or

(if an entity)

Stovall Associates, P.C.

(Caution: Do not provide both an individual and an entity name.)

Mailing address

175 Main Street

(Street number and name or Post Office Box information)

Suite C-109

Edwards CO 81632

(City) (State) (ZIP/Postal Code)

United States

(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Alvey	Jennifer		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
175 Main Street			
<i>(Street number and name or Post Office Box information)</i>			
Suite C-109			
Edwards	CO	81632	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
	United States		
<i>(Province -- if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

The Lariat
206 East Main Street
Buena Vista, Colorado 81211

Town of Buena Vista
210 East Main Street
PO Box 2002
Buena Vista, Colorado 81211

September 8, 2016

Town of Buena Vista Board of Trustees

The Lariat would like to request a waiver of the \$500 Town application fee related to the change in Liquor License from Tavern to Hotel/Restaurant. The request for the change will be heard at the September 14th Board of Trustees Meeting.

The reason we are seeking this change is because when the Liquor laws in Colorado were revised in July 2016 we had several servers working in our restaurant who had to give up their positions because they were under 21 years of age. Our license was issued to us as a Tavern and under the new legislation they could not participate in the sale of alcohol in any way, which made serving our customers who did wish a beer, wine or spirit with their meal a challenge. We were fortunate to find other positions within our organization for these individuals this summer. Since our renovation, the nature of our business has changed dramatically and we now provide a full lunch and dinner service to our customers. It would be more appropriate to be classified as a Hotel/Restaurant. This would also permit us to employ our young Buena Vista residents in the hospitality industry during the busy tourist season.

Thank you for your consideration.

Robbie Cooper Johnson and Court Johnson



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

BOARD OF TRUSTEES STAFF REPORT

HEARING DATE: September 7, 2016
TO: Mayor and Board of Trustees
FROM: Mark N. Doering, Principal Planner
AGENDA ITEM: 102 Brookdale Avenue – Wartman Minor Subdivision Final Plat

REQUEST:

Steve Wartman is requesting approval for a Minor Subdivision located at 102 Brookdale Avenue.

OVERVIEW:

Steve Wartman submitted a Minor Subdivision application to create one lot with the Wartman Minor Subdivision. The property is located in the B-1 (General Business) Zone District. Commercial uses are permitted on the resulting lot.

ANALYSIS:

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

POLICY ALIGNMENT:

1. Economic Vitality – The subdivision will provide an infill lot outside of the floodplain and flood way. Legalizing the lot will allow it to be used by commercial land uses.
2. Infrastructure – The new lot approved with this plat will not require any expansion or overreach of any utility system and will use existing infrastructure.
3. Community – The proposed lot within the town limits will allow the existing commercial building to be on a legal lot that can be used to help preserve our surrounding land.
4. Environment – Providing an infill lot to the community will help preserve land outside of Town limits and preserve local resources.
5. Water – This project will have access to the Town's water system and will not cause adverse impact to our water supply.

BOT ACTION:

Staff recommended approval of the Minor Subdivision to the Planning and Zoning Commission. The Planning and Zoning Commission recommended approval of the Minor Subdivision to the Board of Trustees by a vote of five to zero (5-0) at its August 17, 2016 meeting, with one condition to revise the plat drawing to the satisfaction of the Principal Planner. That condition has been met.

The Board of Trustees accepts the conclusions and recommendations as presented in the Planning and Zoning Commission Staff Report and **APPROVES** the Wartman Minor Subdivision Final Plat to create one commercial lot.

ATTACHMENTS:

Planning and Zoning Commission Staff Report
Board of Trustees Draft Resolution



PLANNING AND ZONING COMMISSION STAFF REPORT

REPORT DATE: August 12, 2016

CASE ADDRESS: 102 Brookdale Avenue – Wartman Minor Subdivision Final Plat

HEARING DATE: August 17, 2016

APPLICANT: Steve Wartman, Owner

REQUEST: The applicant is requesting approval of a Minor Subdivision to create one legal commercial lot from the existing three parcels that were created outside the subdivision ordinance. The property is currently zoned B-1 (General Business).

TOWN STAFF: Mark N. Doering, Principal Planner

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommends that the Board of Trustees **APPROVE WITH CONDITIONS** the Wartman Minor Subdivision Final Plat to create one commercial lot.

The conditions of approval for the Final Plat are:

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

ATTACHMENTS TO THE REPORT:

Attachment A – Vicinity Map
Attachment B – Zoning Map
Attachment C – Draft Final Plat
Attachment D – Site Photos

I. SUMMARY OF REQUEST

The applicant submitted a Minor Subdivision application to create one commercial Lot from three parcels that were created outside of the subdivision process. The minor subdivision will legalize the property configuration for this property but does not correct the adjoining properties on this block.

The property is located in the B-1 (General Business) Zone District. Commercial uses are permitted on the resulting lot.

II. HISTORY AND BACKGROUND

The existing building on the property was built in 1986 as an auto repair garage and used as a garage for automotive repair. In 2004, two applications were submitted for the property. The first was to rezone the property from B-1 to B-2 and the second was a minor subdivision to legally subdivide the property. The rezoning application was withdrawn by the applicant prior to going to the Board of Trustees, while the minor subdivision received approval from the Board of Trustees with Resolution 37 Series 2004 on May 11, 2004. The resulting Davidoff Subdivision Plat was never recorded with Chaffee County, and as result the property was not legally subdivided.

In 2010, the applicant moved into the building after getting approval from the Town from the Planning Department that the use was allowed. That approval was incorrect as the use was specifically a listed prohibited use as a "Auto and vehicular equipment repair and paint shop" in the B-1 zone district at the time. Later in 2010, the Board of Trustees approved an ordinance (Ordinance 26, Series 2010) that specifically allowed, "tire or windshield repair or replacement operations, muffler and exhaust system repair and fabrication operations and oil or vehicular fluid change operations" to be allowed in the B-1 zone district, with approval of a Special Use Permit (SUP). At the time, no additional action to require the then existing use to apply for a Special Use Permit was done to legalize the windshield and tire replacement operations.

That tire and windshield land use subsequently left the building for its current location in the B-2 zone district where it was a permitted land use. In 2013, a consignment store moved into the current space being requested for the SUP. The applicants then purchased the property with the assumption that the use was allowed where it had been, but never had been approved for a SUP, to allow the windshield and tire replacement operations to relocate back into the building.

The applicants applied in February 2016 for the SUP. The application received a recommendation from the Planning and Zoning Commission at their March 16, 2016 meeting to the Board of Trustees to approve the proposed use. That recommendation was forwarded to the board of Trustees for their consideration. At the April 12, 2016 Board of trustees public hearing the Board of Trustees voted 4-1 to deny the requested SUP for the proposed tire and windshield repair or replacement operations use.

After the application was denied, the applicants revised their application to include additional information and resubmitted for the SUP for the windshield and tire repair and replacement facility. The Board of Trustees approved that revised application for a SUP on June 14, 2016. One of the conditions of that approval required the plat to be resubmitted, approved and recorded to legalize the property.

III. PROCESS – REQUIRED APPROVALS

The applicant has submitted a Final Plat application and is working with staff to meet the specification in Section 17-28 of the Town of Buena Vista Subdivision Ordinance. Staff reviewed

the application and is forwarding the requests to the Planning and Zoning Commission for a recommendation and then to the Board of Trustees for a final decision on the application.

IV. ANALYSIS – MINOR SUBDIVISION FINAL PLAT

Section 17-28 of the Buena Vista Subdivision Ordinance provides specific review criteria for a Minor Subdivision. Each criterion is listed in **bold** text, followed by staff's analysis for each in standard text.

1. The development conforms in all respects to the requirements of the Subdivision Ordinance; and

The property has legal access to Brookdale Avenue and all utilities have previously been provided to the property.

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

Section 16-245	Requirement:	Proposal:
Minimum Lot Width (feet)	25 feet	188.71 feet
Minimum Lot Size (square feet)	2,500 square feet	35,540 square feet

The proposed lot exceeds the minimum lot width and minimum lot size of the B-1 zone district requirements for new lots.

3. Adequate utility service is or will be available to serve all new lots, and proper easements for the installation of such utility service exist or will be created; and

Adequate utility service exists to the proposed property. Utility service is available on Brookdale Avenue abutting the property.

4. The applicant has dedicated or will dedicate to the Town those easements and rights-of-way lawfully required by the Town for current and future streets, utilities and bicycle/pedestrian trails; and

No new rights-of-ways or easements are required for this subdivision.

5. Proper drainage control has been demonstrated.

Drainage control has already been created for the existing building on the lot. If future owners further develop the lot, additional drainage controls meeting the Town of Buena Vista requirements will be required at that time.

V. POLICY ALIGNMENT

1. Economic Vitality – The subdivision will allow an legal infill lot outside of the floodplain and flood way. With this subdivision, this lot meets the Municipal Code and will allow future commercial uses on the property without the need to correct the illegal split.
2. Infrastructure – The new lot approved with this plat does not require any expansion or overreach of any utility system and will use existing infrastructure.

3. Community – The proposed lot within the town limits helps the community and helps preserve surrounding lands.
4. Environment – This lot provides infill in the community, preserves land outside of town limits, and preserve local resources.
5. Water – This lot has access to the Town’s water system and does not cause adverse impact to the Town’s water supply.

VI. REVIEW COMMENTS

1. Buena Vista Fire Department: No issues from fire at this time.
2. Buena Vista Sanitation: The Buena Vista Sanitation District has no objection to this Minor Subdivision. The developer must construct the individual sewer lines according to the rules and regulations of the District and all appropriate taps fee must be paid.
3. Sangre De Cristo Electric, Century Link, Atmos, Charter Cable, Buena Vista Public Works, and Chaffee County Fire Inspector: No Comment

VII. CONCLUSION AND RECOMMENDATION

Based upon the information and materials provided by the applicant and included in the staff report, staff supports the requested Minor Subdivision Final Plat. Therefore, staff recommends that the Planning and Zoning Commission recommend approval to the Board of Trustees:

1. Steve Wartman applied for a Minor Subdivision Final Plat to create one commercial lot; and
2. Notice of the public hearing for the Final Plat was provided as required by the Subdivision Ordinance; and
3. The request was reviewed by the appropriate referral agencies; and
4. The proposed Final Plat is consistent with the applicable standards set forth in Section 17-28 of the Town of Buena Vista Subdivision Ordinance; and

THEREFORE

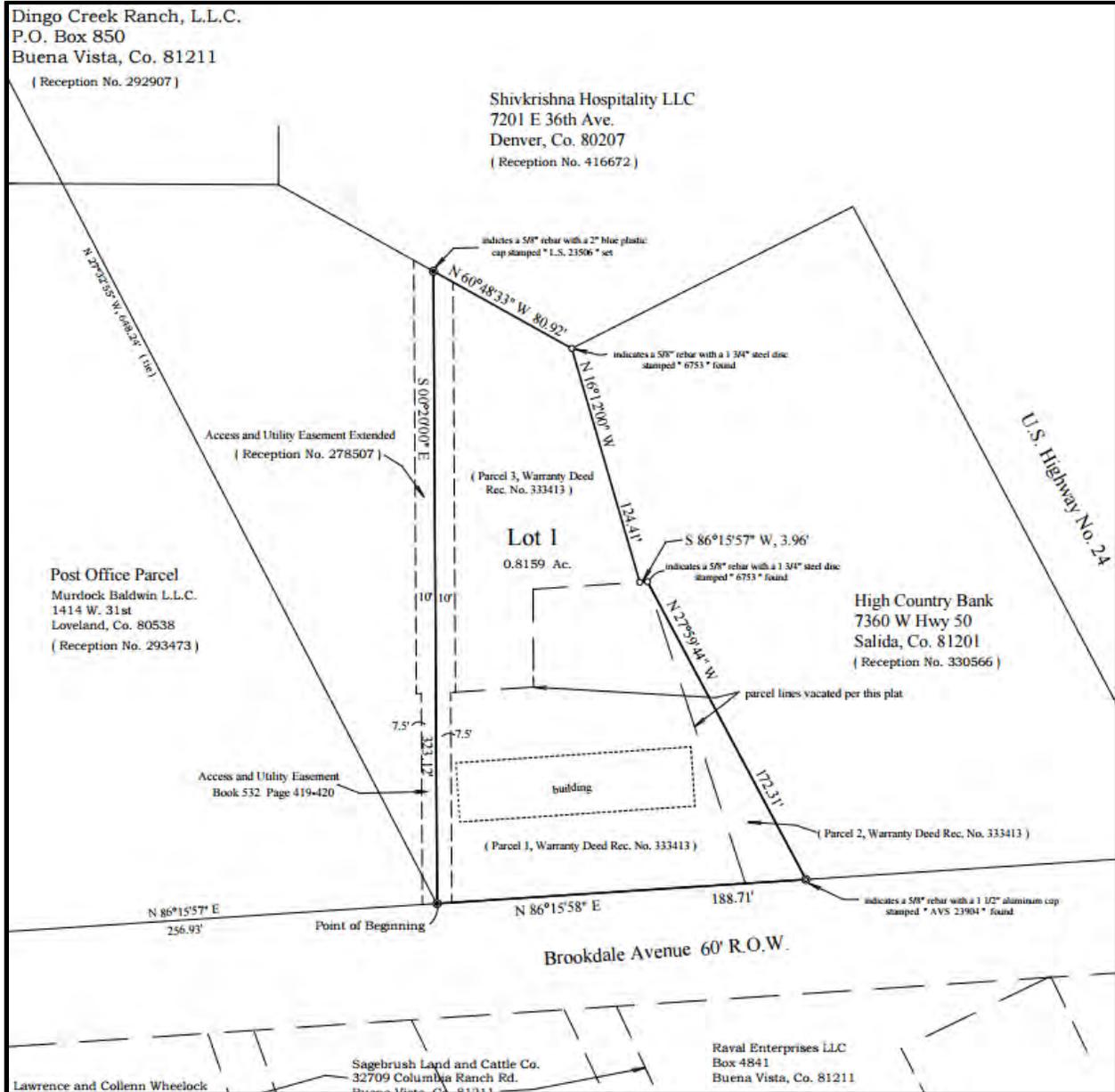
The Planning and Zoning Commission recommends that the Board of Trustees **APPROVE WITH CONDITIONS** the Wartman Minor Subdivision Amendment No. 1 Final Plat to create one commercial lot.

The conditions of approval for the Final Plat are:

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

CC: Steve Wartman, property owner

Attachment C – Draft Final Plat



Attachment D – Site Photos



TOWN OF BUENA VISTA

**RESOLUTION NO. 86
SERIES 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A MINOR DEVELOPMENT FOR THE PROPERTY LOCATED AT 102 BROOKDALE AVENUE, BUENA VISTA, COLORADO.

WHEREAS, Steve Wartman (“Owner”) owns property located at 102 Brookdale Avenue Buena Vista, Colorado (“Property”);

WHEREAS, the Property is located in the B-1 District Zone;

WHEREAS, the Owner filed an application for a minor development for the purpose of combining three existing parcels into one parcel;

WHEREAS, on August 17, 2016, the Planning and Zoning Commission recommended conditional approval of the minor development;

WHEREAS, notice of the public hearing before the Board of Trustees was properly posted, mailed and published pursuant to Section 17-28(c) of the Buena Vista Municipal Code (“Code”);

WHEREAS, the Board of Trustees opened the public hearing on September 14, 2016, and took public comment; and

WHEREAS, after reviewing all material provided to it and after hearing staff and public comment, the Board of Trustees desires to conditionally approve the minor development.

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

Section 1. The Board of Trustees, having reviewed the application, all information provided, testimony heard and the criteria for minor development as detailed in Section 17-28 of the Code, makes the following findings:

1. The proposed minor development conforms to the requirements of Chapter 17 of the Code.

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

3. Adequate utility service is available for the new parcel created by the minor development and there is proper access to existing utilities, along Brookdale Avenue.

4. No new rights of way are required for this minor development.

5. Drainage control is in place the existing building on the parcel. Any future development will need to meet the Town's regulations at the time of that development.

Section 2. The Board approves the minor development subject to the following condition:

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

ADOPTED this 14th day of September, 2016.

Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



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

BOARD OF TRUSTEES STAFF REPORT

HEARING DATE: September 14, 2016
TO: Mayor and Board of Trustees
FROM: Mark N. Doering, Principal Planner
AGENDA ITEM: 28221 County Road 319 – ACA Minor Subdivision

REQUEST:

Staff and the applicant are requesting that the Board of Trustees postpone the public hearing until September 28, 2016 to allow staff and the applicant to finalize the Development Improvement Agreement associated with the subdivision.

OVERVIEW:

Sheila Moore on behalf of Paul Moltz submitted a Minor Subdivision application to create three non-residential lots on the subject property. The property is located in the I-1 (Industrial) Zone District. The subdivision requires public improvements to allow Lots 2 and 3 to be developed. Those public improvements must be covered by a Development Improvement Agreement (DIA) to guarantee that those public improvements (water line and fire hydrant) are installed to serve the subdivision when those properties develop. Lot 1 of the subdivision is already connected to existing public improvements. Staff and the applicant will be meeting on the DIA but have not finalized it prior to tonight's meeting. The property has been properly noticed for the public hearing. If the Board opens and continues the public hearing to a specific date, no new public notices are required.

ANALYSIS:

Continuing the public hearing will allow staff and the applicant to finalize the DIA to allow it to be recorded with the ACA Subdivision Plat, if approved.

POLICY ALIGNMENT:

Administrative Policy

BOT ACTION:

Staff recommends a continuance of the ACA Minor Subdivision public hearing to September 28, 2016.

ATTACHMENTS:

Planning and Zoning Commission Staff Report
Draft Resolution



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

PLANNING AND ZONING COMMISSION STAFF REPORT

REPORT DATE: August 15, 2016

CASE ADDRESS: 28221 County Road 319 – ACA Minor Subdivision Final Plat

HEARING DATE: August 17, 2016

APPLICANT: Shiela A. Moore, Applicant on behalf of
Paul Moltz, Owner

REQUEST: The applicant is requesting approval of a Minor Subdivision to create three lots from one parcel located at 28221 County Road 319. The property is currently zoned I-1 APO Zone District (Industrial with Airport Protection Overlay).

TOWN STAFF: Scott Reynolds, Planner I

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommends that the Board of Trustees **APPROVE WITH CONDITIONS** the ACA Minor Subdivision Final Plat to create three non-residential lots. The conditions of approval for the Final Plat are:

1. Prior to the final plat being recorded, the applicant shall execute a Public Improvement Agreement (PIA) with the Town that meets the Public Works and Buena Vista Fire Department required water line extensions and fire hydrant placement.
2. Prior to any development on the lots, the property shall meet the minimum landscaping code at the time of permit approval.
3. Prior to the well on the property being used, the applicant shall provide proof from the State Engineer's Office allowing the use of the well.
4. Prior to recordation of the Final Plat, the Final Plat drawings shall be corrected to the satisfaction of the Principal Planner.
5. Prior to or accompany with the final plat recording, an Avigation Easement for Lot 1 shall be recorded at the Chaffee County Clerk and Recorder's Office.

ATTACHMENTS TO THE REPORT:

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

Attachment E – Site Photos
Attachment F – Easements and Utility Expansion Map
Attachment G – Colorado Parks and Wildlife Trail Easement
Attachment H – CGS Review

I. SUMMARY OF REQUEST

The applicant submitted a Minor Subdivision application to create three non-residential lots from one existing parcel. No previous subdivision of this land has been found on file. The application states the intended purpose of the subdivision is to create lots for the Chaffee County EMS and possibly County Fire Department. Fire and Police stations are a permitted use in the zone district (Municipal Code Section 16-161.8).

The property is located in the I-1 (Industrial) Zone District with part of the site overlaid with the Airport Protection District and Run Way Protection Zone.

II. HISTORY AND BACKGROUND

In 1926, State of Colorado procured the land south of De Paul Avenue and north of Steele Drive or more specifically, parcel number 327116300025.

The property under review was annexed into the Town of Buena Vista in 1983.

ACA Website: "Aggregate, Concrete and Asphalt Products (ACA) began as part of Avery Structures Company of Buena Vista in 1982. In 1997, ACA Products became a d.b.a. of ASI RCC (the former Avery Structures Company and a worldwide Roller Compacted Concrete Construction Company) and in October 1998 separated from ASI RCC to form a separate, locally owned and operated corporation."

In 2004, the Town of Buena Vista obtained an easement (Reception #344141) from the Colorado Division of Wildlife to install a trail along the route of old Chaffee County Road 319 from DePaul Avenue south. The as-built drawings show the trail easement stops just north of the subject property as shown in Attachment G.

In April 2016, V. Paul Moltz purchased the property from ASI RCC.

III. PROCESS – REQUIRED APPROVAL

The applicant has submitted a Final Plat application and is working with staff to meet the specification in Section 17-28 of the Town of Buena Vista Subdivision Ordinance. Staff reviewed the application and is forwarding the request to the Planning and Zoning Commission for a recommendation and then to the Board of Trustees for a final decision on the application.

IV. ANALYSIS – MINOR SUBDIVISION FINAL PLAT

Section 17-28 of the Buena Vista Subdivision Ordinance provides specific review criteria for a Minor Subdivision. Each criterion is listed in **bold** text, followed by staff's analysis for each in standard text.

1. The development conforms in all respects to the requirements of the Subdivision Ordinance; and

Staff had a pre-application meeting with Shiela A. Moore on June 26th, 2016. All necessary application material was submitted to the development coordinator. Staff is currently working with TOTL Surveying on addressing minor plat corrections.

The following Municipal Code Section 17-57 contains staff comments or concerns that apply to this subdivision. If not specifically called out, the standard does not apply or is addressed with other criterion below:

Trail Land Dedication: Code allows land or easements to be dedicated to the Town of Buena Vista to meet this requirement. The applicant will be dedicating an easement to the Town along the Eastern side of the property for the Airport Trail as shown in Attachment F.

Sidewalks: Code states "... In industrial developments the Board of Trustees may require curb, gutter, and sidewalks". The proposed subdivision has the Airport Trail to the East and the Gregg Drive Trail to the South, along the south side of Gregg Drive. With the proximity of public trails nearby, staff recommends not requiring sidewalks with this subdivision.

Trees: Code is vaguely written when it comes to the tree requirement. Staff recommendation based upon the lack of rights-of-way being dedicated and lack of street tree locations is to require future development to meet the minimum landscaping code requirement at the time of permit approval.

Street Lighting: Code allows the Board of trustee to decide in a minor development if street lights are required. Since no new roads will be installed with this subdivision and due to the industrial zone district, staff recommends eliminating the street lighting requirement.

Water Distribution System: Code requires town water to service any new lots created. A new water line will be required to extend from Gregg Drive to Steele and back to Gregg Circle as denoted in Attachment F. Possible line oversizing may be required due to fire protection and water pressure needs in which case "The cost of the oversized lines shall be shared by the Town, the Sanitation District or other public utility as agreed to in the Development Improvement Agreement and in accordance with such other affected ordinances". The applicant shall work with the Public Works and Fire Department on the new water line.

Sewage Collection System: Code requires connection to sanitation system for all new subdivisions. The applicant is working with the Sanitation District on compliance and expanded utility lines. See section VI of this staff report below for Sanitation comments.

Private Utilities: Code requires all new gas, electric, telephone and cable lines to be installed underground within rights of ways or easements dedicated for such use.

Street Cuts: No new streets are proposed and any new street cuts shall be reviewed by the Public Works Director at the time of development.

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

Section 16-245	Requirement	Lot 1	Lot 2	Lot 3
Minimum Lot Width (feet)	None	311.74'	538.49'	543.47'
Maximum Lot Width (feet)	None	311.74'	538.49'	543.47'
Maximum Lot Area (feet)	None	3.4 ac	2.1 ac	27.4 ac

There is no minimum or maximum lot size and lot width required in the industrial zone district.

3. Adequate utility service is or will be available to serve all new lots, and proper easements for the installation of such utility service exist or will be created; and

The following utilities are deficient with the following lots:

Lot #	400' Fire Hydrant	Water	Sanitation	Other (Gas, Electric, Communication)
Lot 1	Hydrant Needed	Has Access	Has Access	Has Access
Lot 2	Hydrant Needed	New Line Needed	New Line Needed	New Lines Needed
Lot 3	Hydrant Needed	Has Access	Has Access	New Lines Needed

Utility service is available on Gregg Drive, the Airport Trail and Gregg Circle as shown in Attachment C. A water line extension will be required to service Lots 2 and Lot 3. A sewer line expansion is required by the sanitation district to serve all lots (see section VI below).

A well is currently installed on the property as denoted in Attachment D. Speaking with ACA staff; they indicated the water is currently used similar to their property to the West as mining operation water. Searching public information on the Colorado Division of Water's website, staff could not confirm the legal status of the well. See section VI below for the Public Works Director's comments regarding the well. A condition of approval will require that the applicant demonstrate the ability to use the well per State requirements.

All lots will have access to Steele Drive or Gregg Drive.

Municipal Code Section 17-57.b.20 requires all new service line connections to be underground.

4. The applicant has dedicated or will dedicate to the Town those easements and rights-of-way lawfully required by the Town for current and future streets, utilities and bicycle/pedestrian trails; and

The plat denoted all existing rights-of-ways (ROW) and easements that have been recorded affecting or abutting the property. The Plat (Attachments D and F) also includes the following new easements:

Trail Easement: The Subdivision Plat provides utility and access easement that lies over the property where the Town's Airport Trail currently exists along the East side of Lot 1.

Access Easement: A new 300' x 50' access easement is proposed on the current gravel access road on Lot 1 to provide access for Lot 2 and Lot 3. A new 30' access easement on the North side of Lot 2 is platted to provide rear access for Lot 3 in addition to Steele Drive.

Utility Easement: A new 15' utility easement is denoted abutting Steele Drive in front of Lots 1, 2, and 3, and along the western lot line of Lot 1 and Lot 3.

Avigation Easement: An avigation easement will be required for Lot 1, as it is located within the Airport Protection Overlay District. No such easement exists on file for the property.

No new rights-of-way are denoted or required with this subdivision. If Lot 1 is further subdivided, additional rights-of-way could possibly be required at that time.

5. Proper drainage control has been demonstrated.

Based upon the Public Works Director's comments in section VI below, the plat or additional supporting document will be required to show drainage flows on the property. Drainage control will be required for the future uses and will need to meet the Town's requirements at the time of permit for each lot.

V. POLICY ALIGNMENT

1. Economic Vitality – The subdivision will provide infill lots outside of the floodplain and flood way. Development of vacant land into industrial or public emergency facilities will provide a benefit to Buena Vista.
2. Infrastructure – The new lots will require a water line expansion on Steele Drive and back to Gregg Circle with a new fire hydrant as shown in Attachment F.
3. Community – The proposed use for Lot 1 and Lot 2 within the Town limits will help build upon the industrial uses in the area.
4. Environment – The subdivision will create the necessary easements and help preserve the environment with the trail easement being dedicated. Mining operations will not take place on any of the proposed lots. Lot 1 will be utilized as support services for the new pit to the northwest of the property.
5. Water – This project will have access to Town's water system and will not cause adverse impacts to the Town's water supply.

VI. REVIEW COMMENTS

1. Buena Vista Fire Department: Reference the (2006 IFC Section/Appendix C: Hydrant spacing flow rates). With working with BV Public works on up grading the system and the need to eliminate dead end lines. A minimum of one (1) hydrant needs to be installed and the main looped to eliminate this issue and for any future developments in the area with this line only being a 12" line and with a future Industrial area across the street.
2. Buena Vista Sanitation: The Board approved the inclusion application to the Buena Vista Sanitation District at last night's (July 19th) meeting. The District will require that a connection agreement be signed by the developer who will be responsible for extending the sewer mains to serve these lots. The District has no objection to this subdivision.
3. Sangre De Cristo Electric: The utility easements provided along Steele Drive on the ACA Minor Subdivision Plat are sufficient to serve Lot 3. Lots 1 and 2 have electricity available.
4. Atmos: A will serve letter was submitted.
5. Buena Vista Public Works: The plat should be updated to show general contour lines to establish site flows. The well on ACA property can be used for outside use only and does not require abandonment if their well permit allows it.
6. Colorado Geological Survey Comments: See Attachment H below.

-
7. Agencies contacted but no comment received: Buena Vista Police Department, Chaffee County Fire Inspector, Chaffee County Director of General Administration, Charter, and Century Link.

VII. CONCLUSION AND RECOMMENDATION

Based upon the information and materials provided by the applicant and included in the staff report, staff supports the requested Minor Subdivision Final Plat. Therefore, staff recommends that the Planning and Zoning Commission recommend approval to the Board of Trustees:

1. Shiela A. Moore, has applied for a Minor Subdivision Final Plat to create three non-residential lots; and
2. Notice of the public hearing for the Final Plat was provided as required by the Subdivision Ordinance; and
3. The request was reviewed by the appropriate referral agencies; and
4. The proposed Final Plat is consistent with the applicable standards set forth in Section 17-28 of the Town of Buena Vista Subdivision Ordinance; and

THEREFORE

The Planning and Zoning Commission recommends that the Board of Trustees **APPROVE WITH CONDITIONS** the ACA Minor Subdivision Final Plat to create three non-residential lots.

The conditions of approval for the Final Plat are:

1. Prior to the final plat being recorded, the applicant shall execute a Public Improvement Agreement (PIA) with the Town that meets the Public Works and Buena Vista Fire Department required water line extensions and fire hydrant placement.
2. Prior to any development on the lots, the property shall meet the minimum landscaping code at the time of permit approval.
3. Prior to the well on the property being used, the applicant shall provide proof from the State Engineer's Office allowing the use of the well.
4. Prior to recordation of the Final Plat, the Final Plat drawings shall be corrected to the satisfaction of the Principal Planner.
5. Prior to or accompany with the final plat recording, an Avigation Easement for Lot 1 shall be recorded at the Chaffee County Clerk and Recorder's Office.

CC: Shiela A. Moore, Applicant
Paul Multz, Owner

Attachment A – Vicinity Map

Vicinity Map

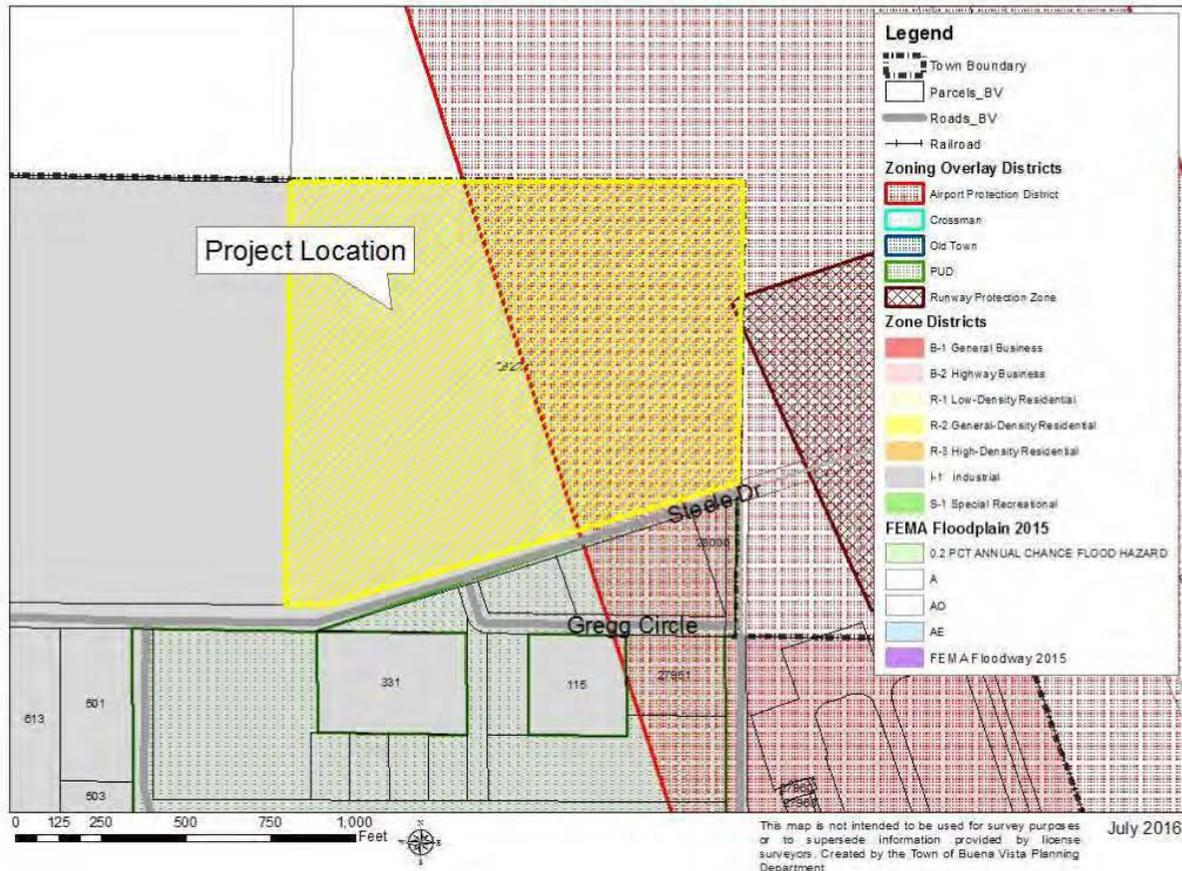


This map is not intended to be used for survey purposes or to supersede information provided by license surveyors. Created by the Town of Buena Vista Planning Department

July 2016

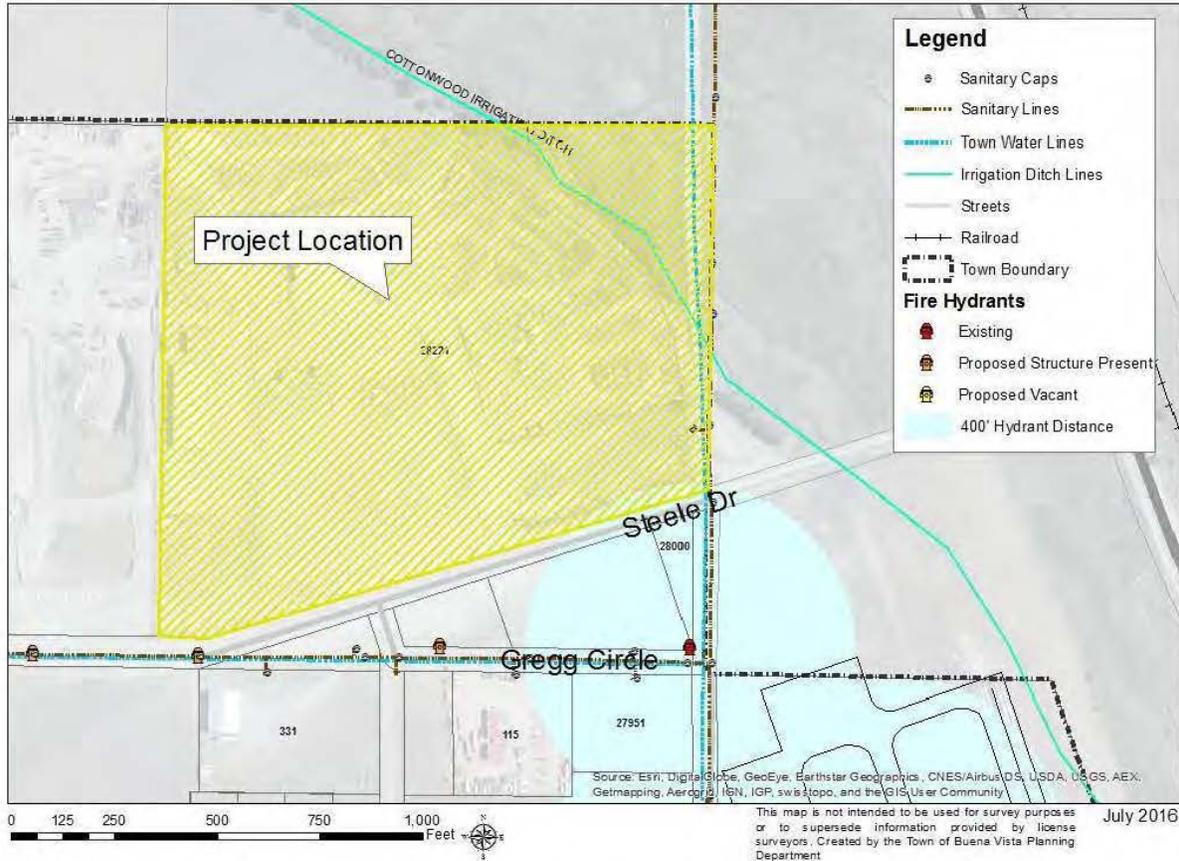
Attachment B – Zoning & Flood Map

Zoning & Flood Map

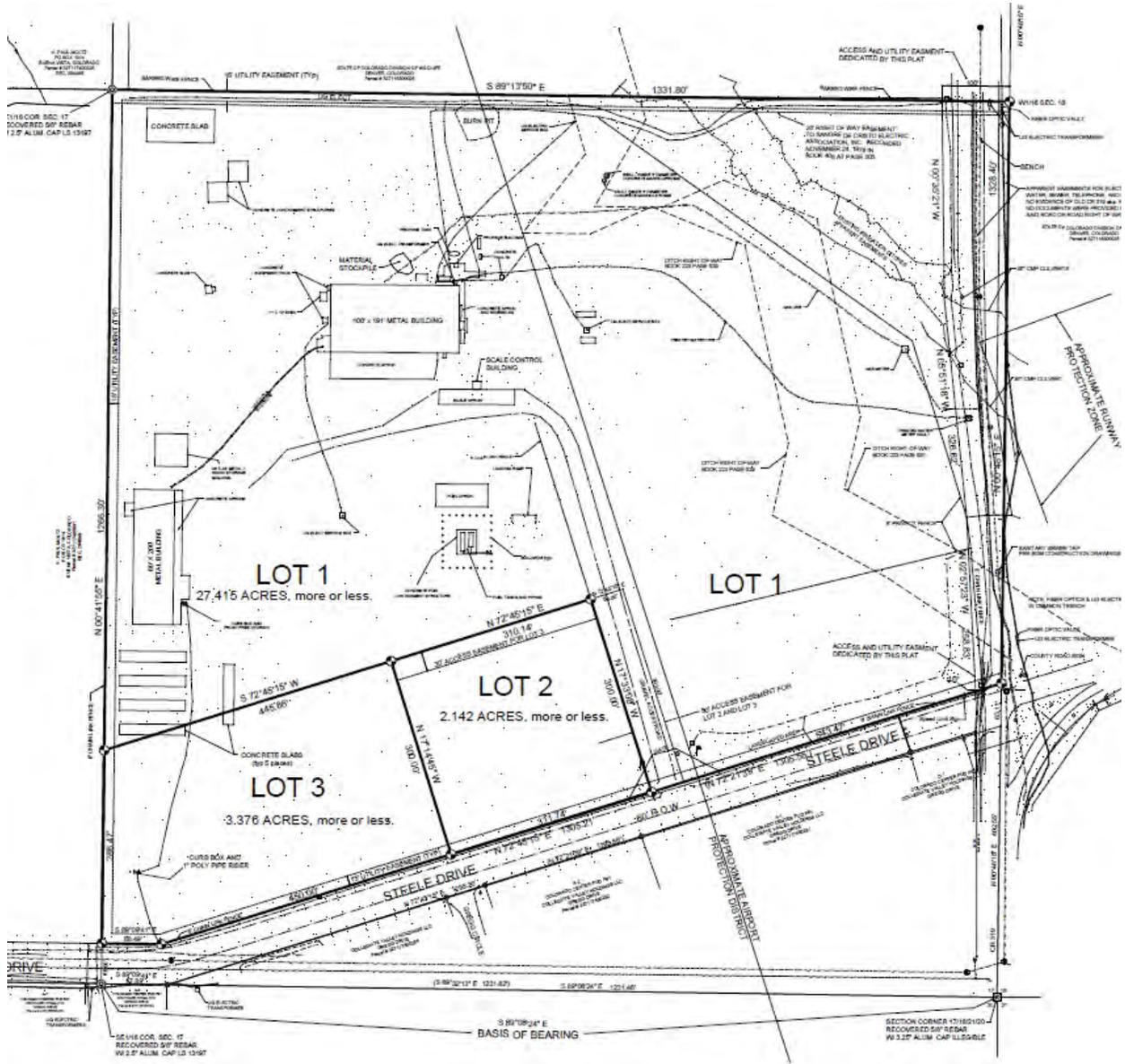


Attachment C – Utility Map

Utility Map



Attachment D – Final plat (NTS)

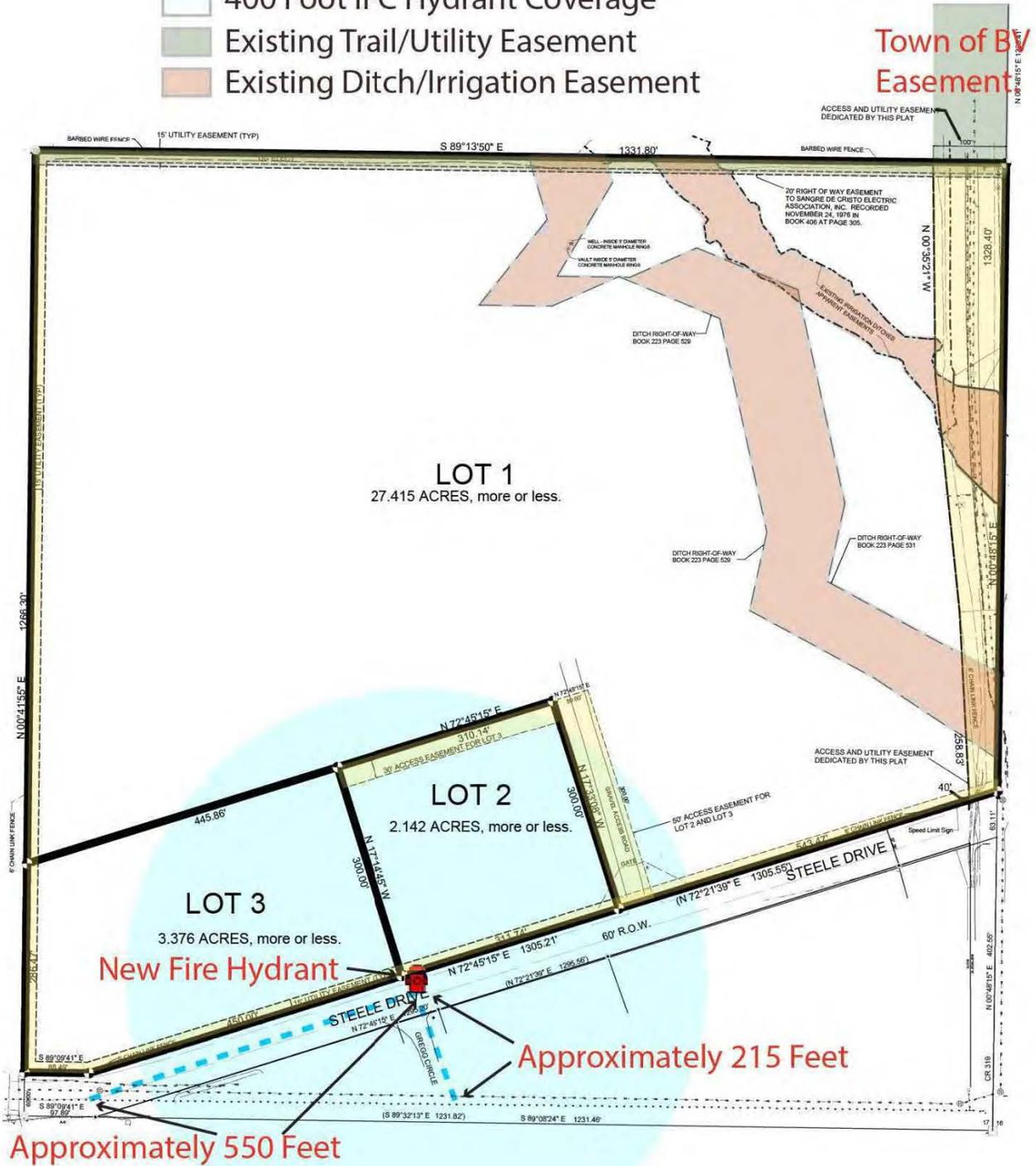


Attachment E – Site Photos

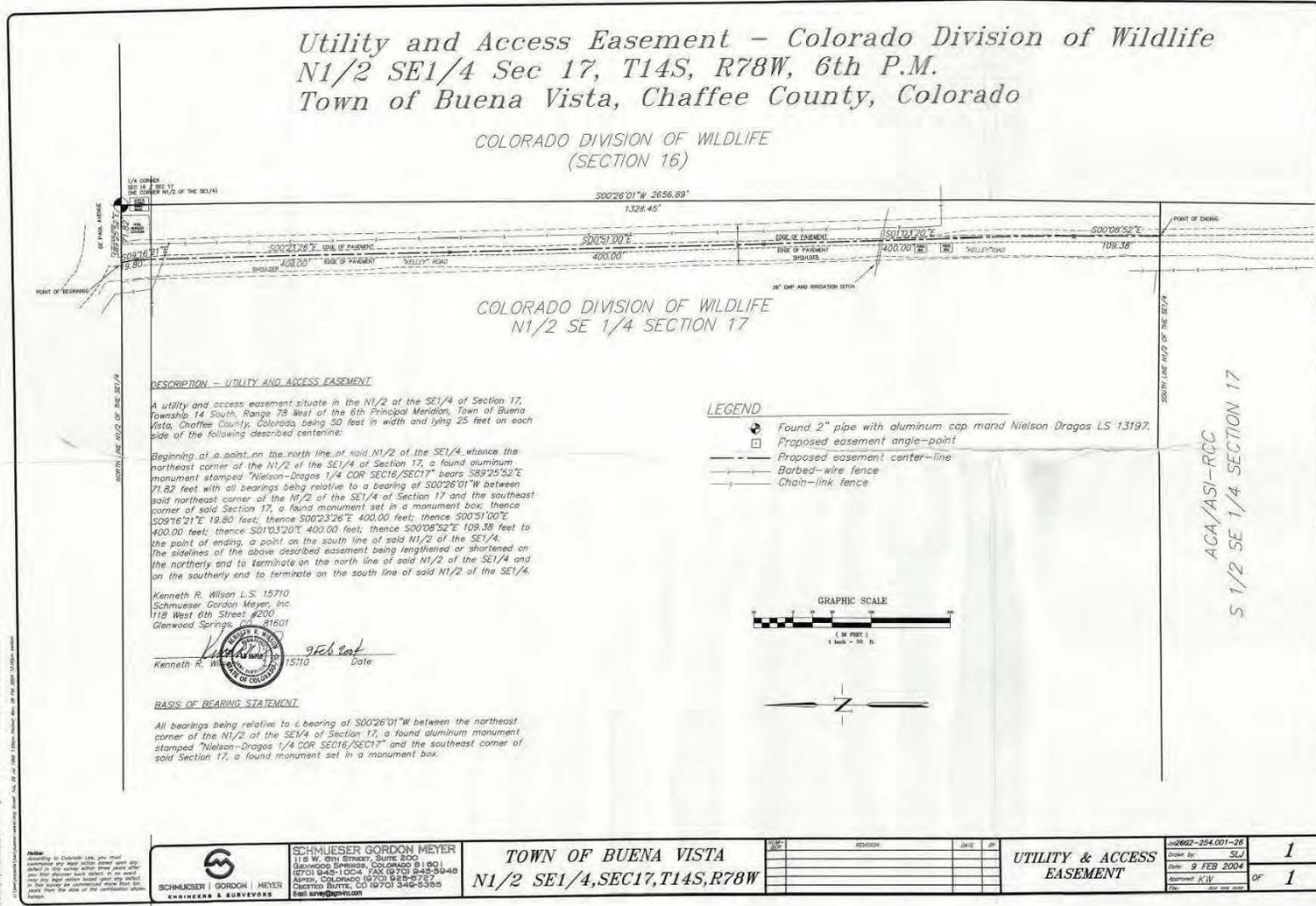


Attachment F – Easements and Utility Expansion Map

-  New Trail and Utility Easement Dedicated By this Plat
-  400 Foot IFC Hydrant Coverage
-  Existing Trail/Utility Easement
-  Existing Ditch/Irrigation Easement



Attachment G – Colorado Parks and Wildlife Trail Easement



Attachment H – CGS Review

COLORADO GEOLOGICAL SURVEY

1801 19th Street
Golden, Colorado 80401
303.384.2855



Karen Berry
State Geologist

July 14, 2016

Mr. Scott Reynolds
Town of Buena Vista
210 East Main St.
PO Box 2002
Buena Vista, CO 81211

Location:
SE ¼ of Section 17
T14S, R78W of the 6th P.M.
38.8257°, -106.1312°

Subject: ACA Minor Subdivision
Town of Buena Vista, Chaffee County, CO; CGS Unique No. CA-17-0001

Dear Mr. Reynolds:

The Colorado Geological Survey has reviewed the ACA Minor Subdivision referral. The applicant proposes to divide 33.02 acres into 3 commercial lots ranging from 2.14 to 27.4 acres. The lots will be serviced with water and sewer services. The two smaller lots (lots 2 and 3) will be sold to the County for Ambulance and Fire services.

Included with this referral were the subdivision application (signed 7/8/16), utility commitment letters, and a copy of the draft plat (Top of the Line Surveys, Inc., 7/5/16). *No geologic investigation, subsurface information, or drainage study was provided for review by CGS.*

The site is located north of the regional air strip, northwest of CR319 and Gregg Drive. Directly west of the site is the Avery Construction Pit aggregate mining operation (DRMS Permit No. M-1979-010).

Subsurface Characteristics. Based on reference material, the underlying geologic deposits consist of Bull Lake glacial outwash over Dry Union Formation. The depth of the outwash material and subsurface characteristics at the site are not known. It is common for boulders to be encountered in some outwash areas which could pose excavation difficulties.

Mine and resource potential. The Bull Lake outwash is regarded as a good aggregate resource in the area. Based on the 2015 annual report submitted to DRMS from the Avery Pit, current mining is occurring in the western portion of the mine site, but it is not clear if the eastern part of the mine permit area that is adjacent to the proposed lots will be mined in the future. Before construction on proposed lot 1, or along the western half of lot 1, consideration should be giving for the potential for mining adjacent to the lots and possible slope stability issues that may result from a highwall along the eastern edge of the mine operation boundary.

The geologic conditions at this site should not present any extraordinary problems for the proposed development as planned. Each building site should be investigated prior to building approval by a qualified soils and foundation engineer to evaluate the site-specific subsurface conditions that may affect foundation design, as well as potential impacts from the adjacent mine operations.

Thank you for the opportunity to review and comment on this project. If you have questions or require further review, please call me at 303-384-2655, or e-mail tcwait@mines.edu.

Sincerely,

TC Wait

TC Wait
Engineering Geologist

Cc: File

TOWN OF BUENA VISTA

**RESOLUTION NO. 87
SERIES 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A MINOR DEVELOPMENT FOR THE PROPERTY LOCATED AT 28221 CR 319, BUENA VISTA, COLORADO.

WHEREAS, V. Paul Moltz (“Owner”) owns property located at 28221 CR 319, Buena Vista, Colorado (“Property”);

WHEREAS, the Property is located in the I-1 District and the Airport Overlay Protection Zones;

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

WHEREAS, on August 17, 2016, the Planning and Zoning Commission recommended conditional approval of the minor development;

WHEREAS, notice of the public hearing before the Board of Trustees was properly posted, mailed and published pursuant to Section 17-28(c) of the Buena Vista Municipal Code (“Code”);

WHEREAS, the Board of Trustees opened the public hearing on September 14, 2016, and took public comment; and

WHEREAS, after reviewing all material provided to it and hearing staff and public comment, the Board of Trustees desires to approve the minor development.

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

Section 1. The Board of Trustees, having reviewed the application, all information provided, testimony heard and the criteria for minor development as detailed in Section 17-28 of the Code, makes the following findings:

1. Sec. 17-28(d) of the Code requires that all developments conform to the requirements of Chapter 17 of the Code. Pursuant to Sec. 17-57(b)(18) of the Code, the Town may require installation and expansion of water lines and fire hydrants by a developer to ensure that subdivided lots are served by water supply system.

2. The minor development complies with the I-1 Zone District lot size requirements pursuant to Sec. 16-245 of the Code.

3. Lots 2 and 3 of the proposed subdivision have utility service deficiencies. Expansion of the water line main up Steel Drive and back to Gregg Circle is required to provide water service to these Lots. Placement of a fire hydrant for the Lots is also required as part of the water line expansion and for public safety. Lot 1 currently has access to existing utilities, along former CR 319 or the Airport Trail located on the property. A sewer line expansion is required by the sanitation district to serve all lots.

4. No new rights of way are required for the minor development. Adequate trail, access, and utility easements have been dedicated on the Final Plat. An avigation easement will be required for the subdivision.

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

Section 2. The Board approves the Minor Development subject to the following conditions:

1. Prior to the final plat being recorded, the applicant shall execute a Development Improvement Agreement (DIA) as provided by the Town that addresses the required water line extensions and fire hydrant placement.

2. Prior to any development on the Lots, the property shall meet the minimum requirements of the Town's landscaping regulations at the time of building and/or development permit approval.

3. Prior to the well on the property being used, the applicant shall provide proof from the State Engineer's Office allowing the use of the well.

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

5. Prior to the final plat being recorded, the Owner shall execute the Town's Avigation easement to be recorded with the final plat.

ADOPTED this ___ day of _____, 2016.

Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



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

BOARD OF TRUSTEES STAFF REPORT

HEARING DATE: September 7, 2016
TO: Mayor and Board of Trustees
FROM: Mark N. Doering, Principal Planner
AGENDA ITEM: Infrastructure request – Noe Minor Subdivision Amendment No. 1 Final Plat

REQUEST:

Mike and Mary Kale are requesting Town participation in the construction of the alley behind four old town lots located at 642 Cedar Street.

OVERVIEW:

The applicants are requesting that the Town participate in the cost of developing the required alley behind Lots 4-7, Noe Minor Subdivision Amendment No. 1 (at right) that was approved by the Board of Trustees on August 10, 2016. The written request, including the written estimate of the work, is attached to this staff report. The alley is required to be constructed to serve the four lots and provide access to those approved lots. Alleys and other required infrastructure needed to serve properties in Town are typically developed at the cost of those developing the land.



ANALYSIS:

The 2015 Comprehensive Plan identifies a policy that relates to the request. It states, *“Development should generally pay its own way, except for particularly desired affordable housing, commercial, infill, or connectivity improvements.”*

While the proposed four lots result in either commercial or residential infill opportunities near Main Street, those lots are not specifically designated for affordable housing or for commercial development. The alley is not atypical of any alley in Town, and the applicant is only required to construct a 15-foot wide gravel alley adjacent to the easternmost lots of the block. That same alley will also be required to be built at the time of the development of the adjoining lots to the west, in the center of the block. The infrastructure policy that was developed earlier this year for assisting with the funding for infrastructure improvements would not apply because this proposal only has four lots, below the eight lot minimum required for infill development under that policy.

One of the criteria is that a request must show that it is shovel ready and a plan has not been submitted at the time of the request. The Board just reviewed a request for funding and denied the request because the project was not shovel ready. The applicant also mentioned that they have agreed to pay for the sidewalk which they are required to provide, and is not part of a negotiation for boulder removal in the alley.

The estimated cost of excavation does not include any replacement of the existing sewer line, if damaged from excavation. The Buena Vista Sanitation District will require the existing sewer line to be repaired if damaged from the excavation of boulders needed for the alley's construction.

POLICY ALIGNMENT:

1. Economic Vitality – The estimated cost of development of the alley results in a per unit cost of \$1,859 per lot, and the applicants are asking for \$930 per lot from the Town. The applicants are not providing any guarantees of affordable housing or of primary or secondary jobs from any new commercial development.
2. Infrastructure – The 15'-wide gravel alley is typical of what is developed elsewhere in downtown. Those alleys have been installed by private development that adjoin each alley.
3. Community – The proposed lots will allow for residential or commercial development on four lots in the downtown area, but are no different from any other vacant properties that also require the installation of alleys to serve the development of those lots. Providing cost sharing for those properties will incentivize other property owners to seek the Town's assistance to develop other properties lacking infrastructure that otherwise would be funded by the development community upon development.
4. Environment – Not applicable to this request.
5. Water – Not applicable to this request.

BOT ACTION:

Motion to **Approve** or **Deny** the request for the Town to pay to remove boulders in the alley for the applicant using the Town's fund balance from the infrastructure investment fund.

ATTACHMENTS:

Applicant's letter of request for participation
Cost Estimates for required improvements (2)

September 6, 2016

Town of Buena Vista
Board of Trustees
210 East Main Street
Buena Vista, CO 81211

Re: Removal of Boulders
642 East Cedar Street

To Board of Trustees:

Please see attached two invoices. One being the cost to put in the town sidewalk on the East side of 624 Cedar Street, being Evan Street at \$2,812.50. The second bid is an estimate to remove the rocks and construct the 15' alley. Because of the large boulders the price is high at \$7,435. Mike and I are requesting that the Town of Buena Vista pay ½ of the amount to construct the alley being \$3,717.00. We have agreed to pay for the full amount of the sidewalk and we will pay for ½ of the alley for a total amount of \$6,524.50. The completion of the sidewalk and the alley will be a very nice improvement to the town. We appreciate working together with you to complete these improvements.

Sincerely,



Mike and Mary Kale
Owners

2 attachments



Bugling Bull Excavating LLC

P.O. Box 572
Buena Vista, CO 81211

Phone # 719-221-6860 719-207-1205
buglingbullllc@gmail.com

Estimate

Date	Estimate #
9/1/2016	10

Name / Address

V-3 Custom
Mike Kale
30499 Stampede run
Buena Vista, CO. 81211

Project

Alley off Ceder street

Description	Qty	Rate	Total
Mobilization		200.00	200.00
Equipment		1,800.00	1,800.00
3 loads 6" minus fill		525.00	525.00
6 loads of class six road base		1,410.00	1,410.00
3 Loads material hauled off site (includes dump fees)		500.00	500.00
Rock removal (estimated)		3,000.00	3,000.00

- *Any rock larger than 4' in diameter bill at time and materials
- *Conditions unknown to contractor or a change in the scope of work will be bill at time and materials
- *All trench excavation will be billed at actual length excavated
- *This quote is based on material and fuel cost at this time and are subject to change.
- *All invoices are due upon receipt, and invoices over 30 days will be assessed at 1 1/2%

Thank you for your consideration.

Total \$7,435.00

High Performance Concrete

P.O. Box 1875
Buena Vista, Co. 81211

Estimate

Date	Estimate #
8/28/2016	72

Name / Address
V3 Homes

P.O. No.
642 Cedar St.

Qty	Description	Rate	Total
625	Square feet of 4" slab with fibermesh. 5'x125'x4" sidewalk	4.50	2,812.50
Estimate only, only items mentioned above to be included.			Total \$2,812.50

Phone #
719-207-3765

E-mail
hpc1974@yahoo.com



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

DATE: September 14, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator
SUBJECT: Resolution #88 entitled " A Resolution of the Board of Trustees of the Town of Buena Vista, Colorado Approving a Master Service Agreement with Affiniti for the Implementation of the Broadband Pilot Infrastructure Project.

Request

Staff is requesting that the Board of Trustees consider approval of the Master Service Agreement with Affiniti to develop broadband infrastructure that will implement the pilot program.

Overview

The Board of Trustees saw two presentations on broadband proposals in 2016 and supported the idea that town should make improvements to broadband infrastructure. The board also approved in the 2016 budget a plan to develop broadband. In order to develop broadband, the electorate had to vote to opt out of SB 152 which was approved by voters in April by a large majority. Staff received four quotes that included CenturyLink, FreeWave, Charter Communications, and Affiniti. Staff selected Affiniti because their proposal fit the budget and could help with the Town's immediate needs with a phased approach.

The funds for this project will be phased because of limited resources. In phase one, the project will provide one safe and secure network for town facilities and Wi-Fi in the Town parks. Once staff implements and tests the infrastructure, phase two will include Wi-Fi in the downtown, commercial and industrial areas.

Analysis

Below is a map of all of the locations that will be covered by the town-owned network.



Policy Alignment

This project aligns with the board's 2017 strategic objectives to improve broadband and to make town more user friendly. After the project is implemented, citizens will be able to use internet in the park and vendors from events will be able to access the internet to take online payments. Town will be able to execute the e-government services that will rely on this infrastructure.

BOT Action

Motion to **Approve** or **Deny** Adoption of Resolution #88 entitled "A Resolution of the Board of Trustees of the Town of Buena Vista, Colorado Approving a Master Service Agreement with Affiniti for the Implementation of the Broadband Pilot Infrastructure Project."

Attachments

- Resolution #88
- Affiniti Support Solution Proposal
- Customer Master Service Agreement
- Service Order
- Purchase Agreement

RESOLUTION NO. 88
(Series 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING A MASTER SERVICE AGREEMENT WITH AFFINITI FOR IMPLEMENTATION OF THE BROADBAND PILOT INFRASTRUCTURE PROJECT.

WHEREAS, the electorate voted to opt out of SB 152 that gave authorization for the Town to engage in broadband development; and

WHEREAS, the Board of Trustees approved the project in 2016 and the Town's application to DOLA to apply for matching funds for the project; and

WHEREAS, the Town applied for and was awarded a grant for \$50,000 through the Department of Local Affairs (DOLA) in April; and

WHEREAS, the pilot project will provide service to all Town facilities and offer Wi-Fi in the River Park, McPhelemy Park, and Columbine Park.

WHEREAS, the Board supports the Master Service Agreement to develop phase one of the broadband pilot infrastructure project.

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

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

RESOLVED, APPROVED AND ADOPTED this 14th day of September, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



AFFINITI

Solution Proposal
Private Wide Area Network (WAN)

Prepared for:
Brandy Reitter - Town Administrator
Town of Buena Vista, Colorado

From:
AFFINITI

Chip White
295 Interlocken Blvd., Suite 250
Broomfield, CO 80021
Direct: 303.916.1653
Chip.white@affiniti.com

Date Prepared: August 9, 2016

Proposal Valid for 90 Days

Brandy Reitter
Town Administrator
210 E. Main Street
Buena Vista, CO 81211

August 9, 2016

Subject: Private Wide Area Network Solution

Dear Brandy -

Affiniti LLC is pleased to submit the following Solution Proposal to the Town of Buena Vista to deliver a private broadband wide area network (WAN) to serve the Town's site to site network needs. Our proposal is a partnership-focused collaboration to design the system solution, provide the equipment to be owned by the Town required to operate the network and overlay the Affiniti, technically superior, scalable, support-driven system monitoring, incident management and support solution capabilities.

Affiniti realizes this infrastructure requires a major investment from the Town and we are committed to delivering the most affordable and innovative solution to meet your current and future middle mile bandwidth needs. The solution is structured for the Town to purchase and own the middle mile RF microwave backbone equipment, with Affiniti installation, setup/configuration and testing, to hand off to the Town a working private and dedicated WAN.

We thank you in advance for your consideration of our proposal, and please do not hesitate to contact me with any questions or concerns, regarding our response.

Regards,

Chip White

Chip White
VP Sales – Western Division
chip.white@affiniti.com
(303) 916-1653

Town of Buena Vista
Private Wide Area Network Solution

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AFFINITI SOLUTIONS

Affiniti LLC is a leading national provider of wireless wide area networks (WAN), voice services (VoIP), and Internet service to public sector entities. Designed to meet the needs of this market, Affiniti services have been repeatedly adopted to fulfill the needs of local government, education and healthcare. Affiniti's network services simplify the complexities of data, voice, and video convergence, as well as provide network security and protection -- 24 hours a day, 365 days each year.

SUPERIOR SOLUTION OFFERINGS

Affiniti realizes that the environment for each of our Public Sector Partners (Customers) is different. Affiniti's philosophy is to design and build a network that meets current and future needs and is based upon each individual Customer's technology initiatives and budget.

Affiniti:

- Utilizes equipment often considered as "best-in-breed" from industry leaders to deliver WAN, VoIP, Security, Backup and Disaster Recovery, and Internet solutions
- Designs solutions to provide end-to-end Quality of Service (QoS) across our WANs so that superior voice, video, and data are delivered to each location
- Deploys WAN and VoIP service that utilizes this superior QoS enabled network to deliver extremely high quality voice and video connections.
- Enables Internet distribution from a central site to be dedicated to edge sites or placed into burstable pools for flexible demand site access.
- Delivers more robust security capability based upon dedicated bandwidth to each site

SERVICE EXCELLENCE

Our commitment to outstanding customer satisfaction has continuously ranked Affiniti as one of the leading companies in customer satisfaction of all business-to-business service providers across the nation, as rated by a leading independent customer satisfaction research firm. The majority of Affiniti Customers rate Affiniti services in a category ranging from: "Maximum Customer Satisfaction" to "World-Class."

Affiniti doesn't simply talk about customer satisfaction; it is part of the fabric and value system of the whole Affiniti team. All Affiniti services are backed by the Affiniti Commitment Code -- a written document that provides each Customer with assurances that Affiniti's #1 goal is to provide total satisfaction.

Simply put, Affiniti excels at delivering customer satisfaction.

QUALITY SERVICE WITH MONEY-BACK GUARANTEES

Affiniti ensures that our fully managed network services meet specific availability commitments by having Service Level Agreements (SLAs) which detail the customer rebates incurred if specific availability metrics are not achieved.

Affiniti services are supported by network, security, and VoIP professionals in the Affiniti Network Operations Center (NOC). Affiniti Public Sector Partners come to consider these Affiniti professionals as an extension of their IT teams.

Affiniti networks are continually and proactively monitored and serviced 24/7/365. Affiniti will offer rebates for missing the 24/7/365 availability needed by our Public Sector Partners.

PROFESSIONAL EXPERTISE

The Affiniti difference is its people. This is visible in all aspects of Affiniti's business; from design to operations.

LOWER TOTAL COST OF OWNERSHIP

Affiniti offers great flexibility in meeting the business requirements of each Customer by offering options such as:

- Ability to conduct pilot implementation in advance of full solution deployment
- Revise and restructure solution needs over time
- Aggregate multiple solution types under one coordinated and responsible party
- Local and regional contracting for timely and lower cost installation
- Manage integrations among network types through local and remote resources
- No billing until the network goes live

Affiniti knows that having this network managed by a team of innovative, committed professionals is more cost effective. The fact is that buying, operating, and maintaining the complex technology needed over the long-term is quickly outweighed by allowing Affiniti to take care of the design, maintenance, and day-to-day support (and yes, headaches) of a world-class system while enabling the network assets to be owned by the Customer as public/private innovative solution.

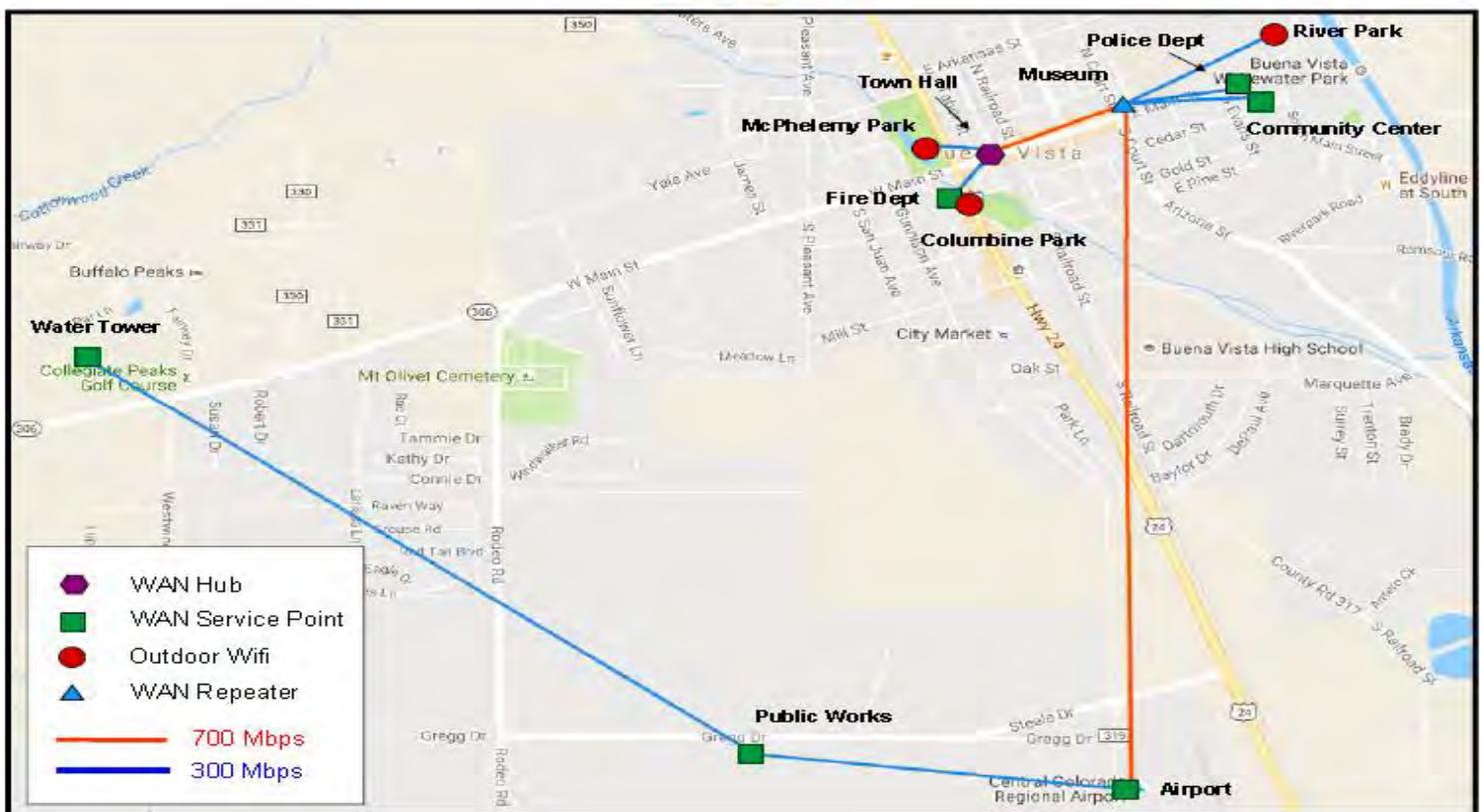
PROJECT GOALS AND DELIVERABLES

Solution Design, Installation and Asset Purchase – One-Time Cost

Solution Asset Purchase – Provide telecommunications and broadband facilities, utilizing seven edge links connected into two robust trunk connections (from the Airport to the Museum and The Museum to Town Hall) being licensed point to point microwave facilities to establish a core private aggregation middle network with Licensed and unlicensed microwave radio delivery systems. The desired outcome requires creating a fully diverse private broadband layer 2 and Layer 3 Ethernet Middle Mile, network for the Town of Buena Vista connecting the following Town locations back to Town Hall at 210 E. Main St:

- Police – 713 Main St.
- Community Center – 715 E. Main St.
- Rotunda – East end of Main St.
- Museum – 506 E. Main St.
- Columbine Park – North side of Main St on the west side of Hwy 24
- Fire Dept. – 111 Linderman Ave
- McPhelmy Park – One block south of Main on east side of Hwy 24
- Public Works – 755 Gregg Dr.
- Water Tank – 16730 CR 306
- Airport – 27960 CR 319

In addition to the Middle Mile Links, Affiniti will provide 3 last mile access points in strategic outdoor locations, to enable pilot testing of mobile device access connecting through the 802.11 AC access points into the core Town Network. The Network Diagram is shown below:



Solution Monitoring and Management - Affiniti has designed a private Wide Area Network aggregation of middle mile dedicated Layer 2/Layer 3 communications transport into a core community anchor site, Town Hall. This network provides dedicated bandwidth to each site and an immediate ability to enable secure VLANs connecting every edge site connection back to Town Hall. Affiniti will manage the edge links and aggregation core via its 24x7x365 Premium Monitoring, Premium Incident Management and Device firmware/software Management.

- Affiniti's solution for the Town has been designed to meet or exceed following functional service requirements:
 - Develop a multi-solution aggregation of diverse middle mile connection to enable central control, higher security and distributed VLANs for access to Town Systems and distributed Internet connectivity
 - Provide a single point of administration, via a management VLAN across the network that enables 24x7x365 monitoring, trouble shooting, support and repair
 - Provide a private management platform whereby sole data layer management and control is securely maintained and managed by the Town with Affiniti's support
 - Provide future expansion capabilities in bandwidth on all levels of service connectivity
 - Provide the ability to accommodate additional Middle Mile and Last Mile locations and connections, including hybrid fiber optic backbones/distribution for primary and/or critical community anchor redundant connectivity.

All of our network solutions that are structured under public/private enablement's are designed and maintained under the premise that QoS (Quality of Service) is a required technical standard which allows support for voice and video across the network.

Support Services – Monthly Service

Affiniti's solution includes the following monitoring and management support services and will require a management VLAN be established for Affiniti access, monitor and manage the devices:

Affiniti Standard Monitoring

- Up/Down event detection
- Polling via ICMP & SNMP GET (MIB-2 OIDs)
- SNMP trap or syslog logging, evaluation, response
- Event filtering
- Notification

Affiniti Premium Monitoring

- SNMP Enterprise OID polling
- Utilization tracking & trending
- Other analytics as specified and agreed
- Device configuration backups
- Client portal access

Affiniti Standard Incident Management

- Tier 0 - Incident tracking & reporting
- Tier 1 troubleshooting 24x7

Affiniti Premium Incident Management

Standard Incident Management features plus:

- Tier 2 and Tier 3 troubleshooting during Normal Business Hours 8am-5pm local time.

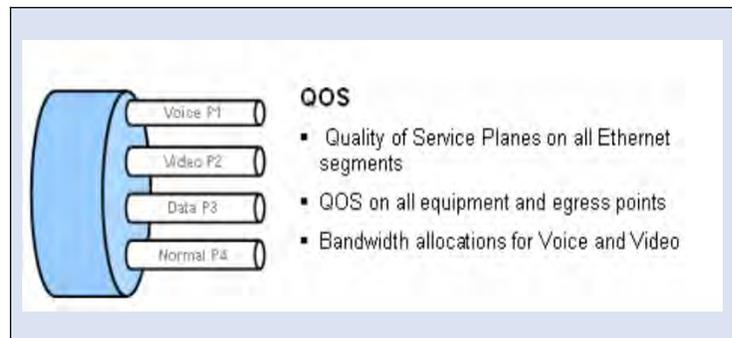
Customer Portal

All Affiniti services are supported by our network and security professionals in the Network Operations Center. Affiniti network professionals become an extension of your IT staff, managing the performance and availability of your network and telephony services 24x7. You can also watch us work through the Customer Web Portal. See the performance and availability of your network, open work tickets, and monitor status of network issues – real time. We work nights, weekends, and holidays so you don't have to.

The Solution is designed whereby the Town is in control of 100% of the bandwidth from the edge sites to the core at Town hall. The network can accommodate Layer 2 connections and Layer 3 routing necessary to connect all sites on the WAN. Internal building VLAN and routing is still the responsibility of the Town of Buena Vista. When Affiniti “hands off” the circuit to the Town routers, this is called a Layer 3 handoff. If Affiniti hands off to a switch (i.e. there is a flat network at the location – no routing), this is called a Layer 2 handoff. Affiniti does not provide any local LAN routing or connectivity service to workstations and servers. Affiniti will need a Management VLAN across the entire network in order to monitor, manage and maintain the pulse of the network points and their status. LAN connectivity to the Town WAN service can be achieved via a single fiber or Ethernet cable to the Towns edge router or LAN port per site.

Convergence Ready Networks

Wide area networks have historically only supported data traffic. With convergence, voice and video traffic is packetized and also carried over the network. However, voice and video traffic are very different than data traffic because of their real-time nature. Congestion in the network can result in the delay or loss of packets which can result in an inaudible phone call or jittery video stream.



Quality of Service (QoS) is the process of prioritizing network traffic to ensure traffic that is sensitive to congestion and delay will receive a higher priority than traffic not impacted by these variables. With QoS, voice and video traffic will receive a higher priority than data traffic. This prioritization leads to clear voice and smooth video.

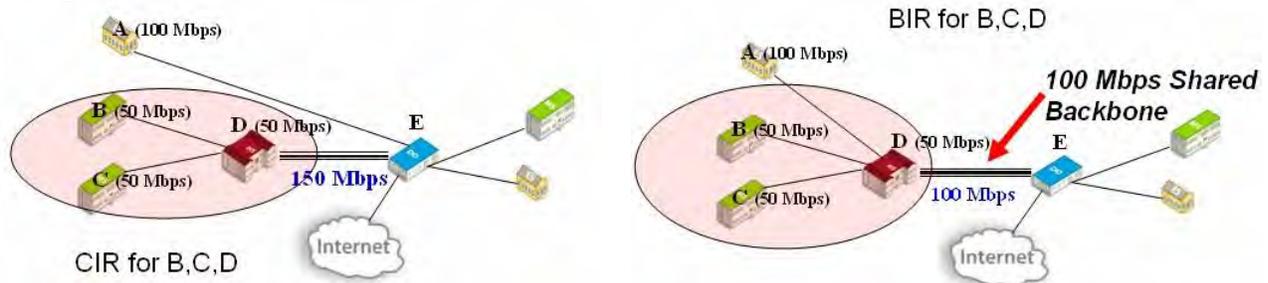
All Affiniti networks are QoS enabled and ready to support convergence. Affiniti provides standard 802.1q tagging which allows for packet prioritization across the WAN. In

addition to packet tagging (prioritization), minimum bandwidth allocations can be made to specific traffic planes to provide high quality voice and video transmission. This is critical for customers wanting to deploy applications such as VoIP, distance learning, rich media learning, and streaming video.

Committed and Burstable Bandwidth Option (CIR vs. BIR)

Affiniti can assist the town to configure both CIR and BIR options for WAN links; with CIR, sometimes called dedicated bandwidth, the network is designed in such a way that all end points can use 100% of their bandwidth simultaneously back to the core network or egress point to the Internet. In contrast, a Burstable Information Rate (BIR) design takes advantage of the “burstiness” of IP traffic and uses a more cost-effective backbone to aggregate multiple sites back to your central egress point.

The following two diagrams illustrate the difference. In the first diagram, sites B, C, and D have committed information rates of 50, 50, and 50Mbps respectively. The minimum backbone must be 150Mbps to support the CIR requirements for each site ($50+50+50 = 150$). In the second diagram, sites A, B, C, and D all share a backbone of 100 Mbps. Their speeds will vary based on usage across the network.



Often a hybrid approach is appropriate if burstable bandwidth works for part of the network and dedicated bandwidth is required for other sites. Affiniti will work with you to understand bandwidth requirements and budget requirements in order to design a network optimized for your environment.

SUBCONTRACTORS

Affiniti, LLC will provide all necessary information on subcontractors at the time of services as selection will take place upon award of the contract.

SOLUTION PRICING

Solution Purchase One Time Costs - The designed solution is for the Town to purchase the assets and have them installed and configured by Affiniti and then turn up for connecting to the town core network. Below is the list of items, quantities and total purchase costs for the solution:

Quantity	MRC	NRC	Total MRC	Extended NRC	Line Item Description
10.00	\$0.00	\$1,500.00	\$0.00	\$15,000.00	Installation & Configuration
7.00	\$0.00	\$1,230.00	\$0.00	\$8,610.00	Ruckus P300 PTP link (14 radios)
1.00	\$0.00	\$777.00	\$0.00	\$777.00	Ruckus T300 AP
2.00	\$0.00	\$897.00	\$0.00	\$1,794.00	Ruckus T301n AP
1.00	\$0.00	\$7,275.00	\$0.00	\$7,275.00	Misc. Hardware Accessories
1.00	\$0.00	\$3,038.40	\$0.00	\$3,038.40	Manufacturer Hardware Support - Ruckus
2.00	\$0.00	\$3,536.40	\$0.00	\$7,072.80	Siklu EH1200TX (4 radios)
<u>1.00</u>	<u>\$0.00</u>	<u>\$1,428.00</u>	<u>\$0.00</u>	<u>\$1,428.00</u>	<u>Siklu FCC Licenses - Misc. Licenses - 80GHz</u>

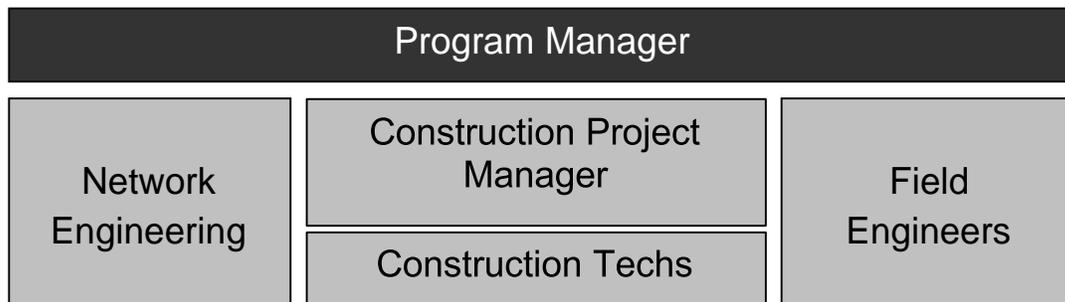
Total - \$44,995.20

Support Service – Monthly Charges – The following are the monthly costs for Affiniti monitoring and management support services for the 36 Month Term:

Quantity	MRC	NRC	Total MRC	Extended NRC	Line Item Description
1.00	\$1,150.00	\$1,000.00	\$1,150.00	\$1,000.00	PRIVATE WAN - Standard Monitoring, Premium Monitoring, Standard Incident Management, Premium Incident Management and Device firmware/software Management.

Project Management and Implementation Plan

Affiniti maintains an internal Project Management team to provide support and planning for all projects. A Web-accessible project portal site is accessible by the PSP (Public Sector Partner) during deployment for viewing project timelines, seeing status updates and receiving alerts on any changes to the deployment schedule.



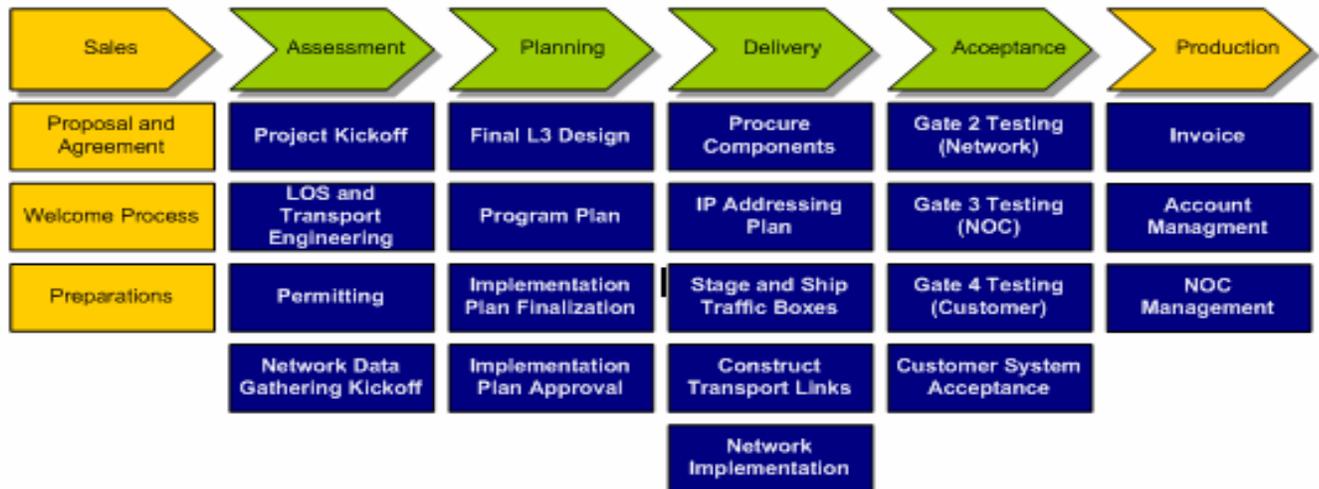
Typical Public Sector Partner Responsibilities

- PSP Provides:
 - Project Sponsor
 - Technical Contact
 - Facilities Contact

- Contact and Sponsor Roles:
 - For wireless PSPs, make decisions on final pole and/or building mount placement
 - Assist with data gathering necessary for implementation
 - Provide handoff point from the local LAN to the Affiniti service provided
 - Work with Affiniti on final site acceptance.

Project Implementation Approach

Affiniti takes a phased approach to WAN Implementation.



Assessment – Planning – Service Delivery – Acceptance

Adherence to these phases allows for a thorough and timely completion of the project. Conclusion of each phase is marked by accomplishment of a particular milestone, after which the project can proceed to the next phase. Each project will have a detailed Implementation Plan associated with it that will be agreed upon by Affiniti and the PSP. Following is a description of the activities for each phase of the WAN installation.

Phase I: Assessment

Affiniti’s Assessment phase is vital to the successful deployment and activation of your new network service. The primary activities of the assessment phase are the Project Kick-off Conference Call, Line-of-Sight and Transport Engineering, and Permitting (if needed) and Data Gathering. The purpose of this phase is to gather “detailed” information about current voice and data network configurations and changes needed to deploy and activate Affiniti services. The following table outlines key activities of the assessment phase.

Activity	Description
Project Kick-Off Conference Call	Review of Project Implementation Plan, key contacts, roles and responsibilities, and timeline
Line-of-Sight and Transport Engineering	Review the physical location where the WAN will be deployed, interview the PSP’s designated contacts, conduct the line-of-sight process and designate pole locations
Permitting	Obtain building permits and zoning variances if required
Preliminary Timeline	Consider necessary intervals for various time-sensitive orders and tasks
Data Gathering	Compile thorough information about the existing WAN, LAN, and telephone system

Phase II: Planning

Using the information obtained during the Data Gathering phase, a detailed plan is developed in preparation for Service Delivery. This information is incorporated into the Implementation Plan and

a complete snapshot of the system configuration is created.

The following table summarizes key activities of the planning phase:

Activity	Description
System Design	Assess network design and document system configuration
Program Plan	Review configuration, project roles, responsibilities, and updated timeline
Finalize and Approve Statement of Work	Apply the design to the Implementation Plan for all parties to review and approve
Schedule Resources	Use timeline to schedule resources for Service Delivery implementation

Phase III: Service Delivery

The Service Delivery phase implements the Statement of Work. The following key activities are involved:

Activity	Description
Procure Components	Purchase components required to implement the PSP's solution
IP Addressing Plan	Finalize the IP addressing plan
Equipment Staging and Shipment of Equipment	Configure all network equipment per Implementation Plan specifications and ship equipment boxes to the PSP's
Network Construction	Dig the holes and set the poles in their designated places
Network Implementation	Install equipment in the proper location and initiate functionality to the Ethernet (CAT5) or Fiber (LC Connectors) PSP interface

Phase IV: Acceptance

Upon completion of primary installation tasks, Affiniti will begin acceptance testing. Each component's test will be performed and documented by a project team member.

At this point the Program Manager will close out the Implementation phase of the project and hand over primary communications to the Affiniti Network Operations Center team for monitoring. At that time, all project-related activities will cease, and communications will be established through the Affiniti Network Operations Center for problem resolution or the Regional Sales Manager for account management.

Activity	Description
Network Testing	Verify Implementation Plan compliance, test all system components and verify connectivity
NOC Testing	Configure and establish VPN connectivity between the NOC and the PSP. Verify components can be remotely monitored and supported
Training	Schedule training sessions for system administrators
Site Cut-Over	Move users over to the newly configured system

PSP Site Acceptance	The PSP accepts each site as it is turned up.
PSP System Acceptance	The PSP accepts Affiniti deployment; invoice is generated for service

Affiniti Responsibilities and Public Sector Responsibilities

Subject	Public Sector Partner (PSP)	Affiniti Responsibilities
Site Contact	<ul style="list-style-type: none"> - Providing a site contact that is the liaison between Affiniti and the customer, grant access to buildings, make scheduling decisions, etc. 	<ul style="list-style-type: none"> - Providing 24 x 7 access to customers network status and cases via the PSP Web portal - Provide escalation procedures
LAN Management	<ul style="list-style-type: none"> - The PSP is responsible for the LAN (Local Area Network) connectivity. This includes all LAN equipment and LAN activity including internal LAN routing, subnets, DHCP and/or DNS changes that need to be made for internal building network access to the WAN. - The PSP must provide local LAN IP routing and Ethernet for incoming WAN connection 	<ul style="list-style-type: none"> - Affiniti will validate network access from the building interface to the main MDF switch location (premise demarc) within the building
End-user Help Desk Support	<ul style="list-style-type: none"> - Providing end user help desk support including applications support, LAN support, Internet access support, VPN support, etc. 	<ul style="list-style-type: none"> - Affiniti will act as “Level 2 and Level 3” support for the PSP’s technical staff
Change Management	<ul style="list-style-type: none"> - Notify Affiniti about any change on the network infrastructure that could impact performance or availability 	<ul style="list-style-type: none"> - Work with PSP to plan any scheduled down time required for system maintenance
Backups	<ul style="list-style-type: none"> - Responsible for all customer owned equipment backups 	<ul style="list-style-type: none"> - Affiniti will provide configuration backups of all Affiniti-owned devices
Additional Items	<ul style="list-style-type: none"> - Responsible for any other activities outlined in the Service Agreement. - Responsible for all other network components not specifically addressed in this proposal - Internal cabling and power 	<ul style="list-style-type: none"> - Responsible for any other Affiniti activities outlined in the Service Agreement

SUPPORT SERVICES



Network Operations Center (NOC)

- **World class customer service**
- **Redundant NOC with the primary NOC staffed by Affiniti employees**
- **Nationwide field service and parts**

The Affiniti Support Service team is at the heart of the network and related services we deliver. They provide the 24 x 7 x 365 monitoring and management of the network, ensuring performance and availability. If an issue occurs, an Affiniti expert will drive the problem to resolution while keeping you informed.

Incident (Case) Management

Incident management includes incident identification and incident resolution.

Incident Identification

An incident is reported via our proactive network monitoring system or by the Customer.

Proactive Monitoring

Affiniti uses enterprise level tools to proactively monitor the health and availability of your network service 24 x 7 x 365.

Communicating with Affiniti

The Affiniti NOC is the single point of contact for reporting issues and making service requests. (866) 949-6631 / support@affiniti.com. Customer may call, email, or open a ticket via the ticket portal at any time to report problems or request maintenance.

NOC phone hours for service outages are 24 x 7 x 365

Incident Resolution

When an issue occurs, an Affiniti expert notifies the Customer, opens a case and starts the troubleshooting process. All issues are categorized and prioritized based on the system impact.

Affiniti categorizes cases as:

Severity Level	Examples
SEVERITY 1	Complete service outage
SEVERITY 2	Partial network outage
SEVERITY 3	Support request, degraded service affecting one or more sites
SEVERITY 4	Change request
* Severity levels auto-escalate based on time unresolved.	

Each case will be resolved either remotely, by appropriate vendor dispatch, or by Affiniti dispatches. The vast majority of cases are resolved remotely.

Onsite Dispatch

Affiniti provides onsite service when necessary by utilizing Affiniti technicians and/or certified partners in the area. Once need has been determined, technicians are dispatched by the NOC to repair any problems that cannot be resolved remotely. Affiniti's techs are normally dispatched in under one hour once the issue has been identified as requiring onsite service for repair.

Escalation Procedures

Each case follows an automatic escalation process to ensure that all cases are resolved in a timely manner.

The Public Sector Partner may escalate a case at any time.

-  **For a SEVERITY 1 incident**, the NOC will immediately notify the NOC Manager and the NOC Director. The VP of Operations will be notified after one hour.
-  **For a SEVERITY 2 incident**, if an incident has not been resolved, the NOC will escalate to the NOC Manager after one hour, the NOC director after four hours, and the VP of Operations after eight hours.
-  **For a SEVERITY 3 incident**, if an incident has not been resolved, the NOC will escalate to the NOC Manager after eight hours and the NOC Director after 24 hours.

🔊 For a SEVERITY 4 incident, if change request has not been resolved, the NOC will escalate to the NOC Manager after twelve hours and the NOC Director after 24 hours.

The table below summarizes Affiniti’s escalation schedule:

Escalation Table			
Escalation Path	Severity Level & Escalation		
	Severity 1	Severity 2	Severity 3
NOC Manager	Immediately	After 1 Hour	After 8 Hours
NOC Director	Immediately	After 4 Hours	After 24 Hours
VP of Operations	After 1 Hour	After 8 Hours	
Public Sector Partner Updates	Every 30 Minutes	Hourly	Every 24 Hours

Closing a case

Once the incident has been resolved, the NOC engineer will verify with the Public Sector Partner that there are no outstanding issues before closing the case. Once an incident is closed, an e-mail is sent to the submitter with a close summary and root cause. The Customer can request to reopen the case if the incident was not correctly resolved.

Problem Management

It is important to learn the unknown underlying cause of one or more incidents. The goal of Problem Management is to identify the underlying cause of cases in order to resolve issues and prevent subsequent cases. Problem Management minimizes the adverse effect of issues and problems faced by the school or district that are caused by errors in the infrastructure.

Affiniti resolves underlying problems on the network to ensure system availability. We also proactively recommend software and hardware updates based on manufacturer defect lists.

Configuration Management

The purpose of Configuration Management is to ensure that only authorized hardware and software is in use in the managed environment by identifying, controlling, maintaining, and verifying the versions of all configuration Items under support.

Affiniti utilizes enterprise configuration management tools that backup device configurations on a nightly basis and notifies the NOC and engineering immediately when any configuration change is made to networking equipment in the field. This helps to resolve outages caused by incorrectly configured devices and provides a way to track changes to the networks of our Public Sector Partners.

Affiniti:

- Maintains a record of the last five configurations and versions for each managed device
- Backs up all managed device configurations remotely on a daily basis *if remote backup capability is available*
- Helps Public Sector Partners set up configuration backup procedures for those managed

- devices that cannot be backed up remotely
- Follows the Change Management process to implement configuration changes.

Change Management

A change is the addition, modification, move or removal of Affiniti-supported hardware or software. The goal of Change Management is to make sure that standardized methods and procedure are used to carry out changes economically and in a timely manner with minimal risk to the organization. A change could be recommended by Affiniti to resolve or prevent an issue or it could be requested by an Public Sector Partner.

Requesting a Change: PSPs can request a change by opening a case on the Web Portal or by calling the NOC directly. Ideally, changes and service requests are submitted between 6am and 7pm CST. Before implementing a change, Affiniti will assess the ramifications of the change and coordinate the change with the Public Sector Partner. Once the change has been executed, Affiniti will monitor the change’s success before closing the case. All “Change Cases” are viewable via the Web Portal.

Preventative Maintenance

Affiniti works closely with radio and equipment manufacturers so that equipment is up-to-date with preventative maintenance. Affiniti will work with the PSP to schedule any downtime needed so that equipment is up-to-date.

Service Level Management

Service Level Management involves the process of planning, agreeing, monitoring, and reporting on service levels and the ongoing review of service achievements. The goal of Service Level Management is to reach agreement on the service levels and to ensure the standards for our PSPs are all being met.

Affiniti will track service levels for all cases and change requests to ensure that service levels are being met. If a service level is at risk, the NOC will follow the escalation procedures previously outlined above.

Contact Information

Web Portal: <http://support.affiniti.com>

Email: support@affiniti.com

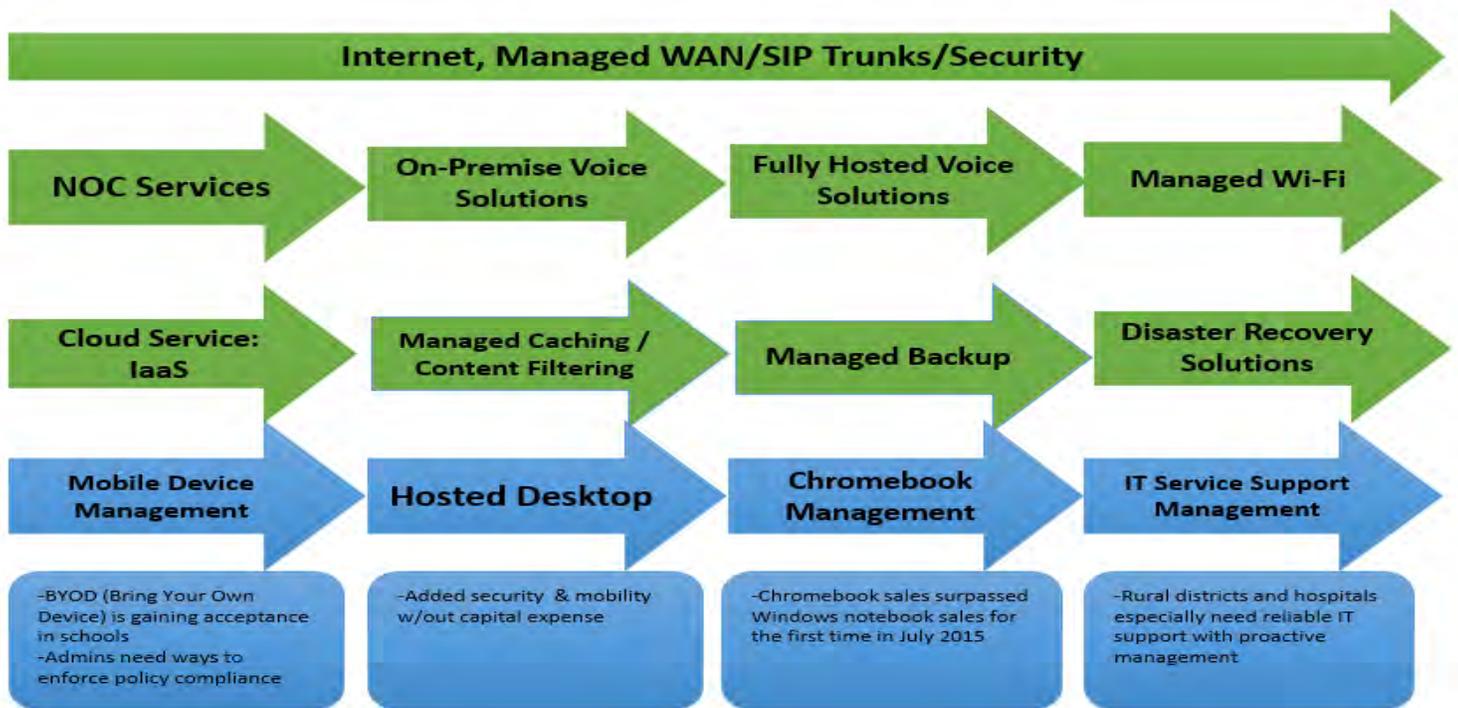
NOC	(866) 949-6631
NOC Manager Nicole Nichols	Desk: (512) 334-4070 Cell: (512) 514-5875
Sr. Director of Network Operations Darin Grad	Desk: (512) 334-4067 Cell: (512) 897-8965

* Priority levels auto-escalate based on time unresolved.
 The Public Sector Partner can change the Priority Level at **any** time.

Each case will be resolved either remotely, by appropriate vendor dispatch or by Affiniti dispatches.

Affiniti Roadmap

Affiniti offers a broad product set for our public sector partners. Regardless if you are looking for advanced content filtering, disaster recovery options, mobile device management or other features to enhance support and enhance your operational requirements, Affiniti has you covered.



COMPANY PROFILE

Headquartered in Austin, Texas, Affiniti delivers advanced broadband services to public and private organizations across the United States. Affiniti has three major regional offices with support centers in Broomfield, Colorado, Austin, Texas and Lebanon, Pennsylvania. Affiniti has employees with decades' long experience in providing broadband Internet WAN, Security and VoIP services to community anchor institutions (CAIs) such as schools, hospitals, and government agencies in rural areas.

Affiniti's network infrastructure spans over 50,000 square miles across 21 states, with services deployed across the country. Affiniti has extensive experience with the federal E-Rate program, Healthcare Connect Fund program and other public and foundation based grant and subsidy programs that benefit community anchors and underserved areas of the country,

Affiniti Services Include:

- Wide Area Network Transport
- High-Speed and Dedicated Internet Access
- Managed VoIP
- Hosted VoIP / SIP Trunking
- Managed Services
 - Managed Routing and Configuration Management
 - Managed Firewalling/ Content Filtering
- Wholesale and ISP services
- Data Center Backup/Recovery
- Managed WiFi
- Infrastructure as a Service, including Data Center Backup/Disaster Recovery
- Caching Services



Affiniti was formed and is backed with the financial stability of a private investment firm, who supports the company's targeted expansion growth with access to capital. Affiniti has continued to seamlessly operate the network assets assumed from Affiniti's incorporation in 2012, which largely merged the assets and operations of two leading broadband providers who had operated K-12 networks for over 10 years.

Affiniti's commitment to customer satisfaction and superior network services is the driving force behind the historically high rate of customer retention and contract extension terms being executed for major customer accounts. Affiniti places high priority in building customer relationships, and focuses on developing long-term partnerships with customers, helping to strengthen local bonds and explore creative solutions for each unique region and the specific challenges it may face.

**Master Service Agreement
General Terms and Conditions
MSA #BUENAVISTA-LLC-20160816-N-MSA**

This Master Service Agreement (the “Agreement”) is made and entered into as of Effective Date, by and between Affiniti, LLC (“Affiniti”), located at 9208 Waterford Centre Boulevard, Suite 150, Austin, TX 78758 and the Customer identified as:

Company Name: Town of Buena Vista		Contact: Brandy Reitter	
Address: 210 E. Main Street, PO Box 2002		Telephone: (719) 395-8643 ext 13	
City: Buena Vista	State: CO	Zip: 81211	E-mail: badmin@buenavistaco.gov

In consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the Parties hereto agree that all applicable Services are provided according to the General Terms and Conditions contained herein.

ARTICLE 1. DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Affiniti.

Agreement: The Master Services Agreement General Terms and Conditions, all Service Orders, the E-Rate or Healthcare Connect Fund Program Addendum (if applicable) and any other documents, or other written sources incorporated or referenced therein that, together, are intended by the Parties to constitute the agreement between them.

Affiniti: Affiniti, LLC

Affiniti Equipment: Any and all facilities, equipment or devices provided by Affiniti or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks.

Billing Date: Commences on the Service Start Date.

Claim: Is defined in Article 7 of the General Terms and Conditions.

Confidential Information: Confidential, proprietary or competitively-sensitive information or materials provided by a Party, regardless of whether provided in writing or verbally and regardless of whether contemporaneously marked or, in the case of verbal communications, otherwise identified as confidential or proprietary, related to the disclosing Party’s business. Without limiting the generality of the foregoing, Confidential Information shall include,

even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties’ communications regarding such items. Notwithstanding anything else to the contrary, “Confidential Information” does not include information that the receiving Party can establish by written evidence: (1) was rightfully in the receiving Party’s possession before receipt from the disclosing Party; (2) is or became available to the public through no fault of the receiving Party; (3) is received rightfully and in good faith by the receiving Party from a third party, without any wrongful activity by such third party, and without any obligation of confidentiality owed by the third party; or (4) is independently developed by the receiving Party without reference to Confidential Information received under this agreement.

"Confidential Information" also does not include information that the Customer, as a Colorado governmental entity subject to the Colorado Open Records Act, C.R.S. 24-72-201, *et seq.*, is compelled by law to disclose.

Customer: Affiniti’s counterparty identified in the Preamble to this Agreement

Customer Demarcation Point: The physical location at which Affiniti terminates its equipment and makes the Services available for use by the Customer (also known as a “Demarc”).

Customer-Owned Equipment: Any and all facilities, equipment or devices supplied by Customer, including Customer leased equipment through a third party, for use in connection with the Services.

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Device: Such as, but not limited to, a SIP trunk, a physical phone, a soft phone, a fax machine or other IP-enabled communications device for which Services are billed to a Customer's account.

Effective Date: The date this Agreement and/or Service Order(s) become binding and enforceable is upon execution by both authorized representatives of the Parties as evidenced by the signatures and date on the Agreement below and on the Service Order(s).

Equipment: All of the hardware and software used by Affiniti, in its sole discretion, to enable the provision of Services to Customer and communications services to third parties.

E-Rate Program: The Universal Service support mechanism for schools and libraries established by the Federal Communications Commission, and administered by the Schools and Libraries Division of the Universal Service Administrative Company ("Schools and Libraries Division"), or any successor program. E-rate Addendum terms are applicable to Services and Equipment for which Customer intends to seek funding from the E-rate Program.

Force Majeure Event: With respect to a Party, any event or circumstance (except any obligation of a Party to make payment of money to the other Party) not in existence on the Effective Date that is not caused by that Party, is beyond the Party's reasonable control, and the consequences of which prevent that Party from complying with any of its obligations under the Agreement except that a Force Majeure Event will not include an increase in prices, the denial, in whole or in part, of E-Rate Program funding for any Service, or a change in law.

HCF Program: The Healthcare Connect Fund Universal Service support mechanism for health care providers established by the Federal Communications Commission, and administered by the Rural Health Care Program of the Universal Service Administrative Company, or any successor program. HCF Addendum terms are applicable to Services and Equipment for which Customer intends to seek funding from the HCF Program.

Licensed Software: Computer software or code provided by Affiniti or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Other Charge: Charge other than a Service Charge, including, but not limited to, an amount charged to the Customer for installation charges, charges for the use of Affiniti Equipment, usage charges for additional outbound minutes, toll-free charges, international long distance charges, or per-call charges, monthly DID line charges, USF fees, text messaging or data charges from a third party carrier, local loop or toll-free charges, number port charges, expedited port charges, directory or phone book charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated), and other recurring or one-time charges.

Party: A reference to Affiniti or the Customer; and in the plural, a reference to both companies.

Returned Checks: Affiniti shall charge each Customer account a fee of thirty-six dollars (\$36.00) for any Customer payment checks that are returned to Affiniti for any reason.

Service or Services: Managed PBX, hosted VoIP service, WAN service, Internet access service, or other communications services provided by Affiniti to Customer and described more fully in a Service Order.

Service Charge: Means the fee for any Service.

Service Start Date: The date(s) on which Affiniti first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Start Dates. Affiniti shall provide electronic notification to Customer that the Services are available for use, and the Customer and Affiniti agree that the date of electronic notification shall be called the "Service Start Date." The Term of the Agreement and/or Service Order(s) commences upon the Service Start Date and not the Effective Date.

Service Order: A request for Affiniti to provide the Services to Service Location(s) submitted by Customer to Affiniti (a) on a then-current Affiniti form designated for that purpose or (b) if available, through a Affiniti electronic order processing system designated for that purpose.

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Service Location(s): The Customer location(s) where Affiniti provides the Services.

Service Outage: Loss of service other than any outage that: a) is not reported by Customer to Affiniti within (5) days of the occurrence; b) is less than (5) minutes in duration; c) is attributable to Affiniti's scheduled or emergency maintenance; d) is a result of inability to access the Customer premises; e) is a result of Customers equipment or users; or f) is due to Force Majeure (see Section 11.1) or by any other cause not within the control of Affiniti.

Service Term: The duration of time (commencing on the Service Start Date) for which Services are ordered, as specified in a Service Order(s).

Site Access: 24 hour a day, 365 day a year access to the Customer's premises provided to Affiniti in order to install, maintain, or restore Service or perform preventative maintenance.

Tariff: A federal or state Affiniti tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Term: Is defined in Article 4 of the General Terms and Conditions of the Agreement.

Termination Charges: Charges that may be imposed by Affiniti if, prior to the end of the applicable Service Term (a) Affiniti terminates Services for cause or (b) Customer terminates any Service in total or on a site by site basis without cause. Termination Charges with respect to each Service terminated during the initial Service Term or any subsequent Renewal Term shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3 of the General Terms and Conditions, a prorated portion of any nonrecurring fees to be calculated according to the amount of months left in the Term of the Service Order, one hundred percent (100%) of the remaining monthly recurring fees that would have been payable by Customer under the applicable Service Order if the terminated Service(s) had been provided until the end of the initial Service Term or any subsequent Renewal Term, and one hundred percent (100%) of any amount paid by Affiniti in connection with Custom Installation, as that term is defined in Section 2.6 of the General Terms and Conditions, for the Services provided by Affiniti under such Service Order(s).

ARTICLE 2. DELIVERY OF SERVICES

2.1 Service Orders. Customer shall submit to Affiniti a properly completed Service Order to initiate Services to a Service Location(s), which will include scope, schedule and price. A Service Order shall become binding on the Parties when it is fully executed by both Parties (the Effective Date). When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. Customer, at no cost to Affiniti, shall secure and maintain all Site Access rights and responsibilities at all Service Location(s) for Affiniti to install and provide the Services. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Affiniti Equipment used to provide the Services within the Service Location(s). Affiniti, its employees and authorized contractors will require free access to the Service Location(s) in connection with the provision of Services.

2.3 Service Start Date. Upon installation, connection, testing and acceptance of the necessary facilities and equipment to provide the Services, Affiniti shall provide electronic notification to Customer that the Services are available for use, which date of electronic notification shall be called the "Service Start Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Start Date shall not relieve Customer of its obligation to pay applicable Service charges. The Term of the Agreement commences upon the Service Start Date and not the Effective Date.

2.4 Affiniti Equipment. Affiniti Equipment is and shall remain the property of Affiniti regardless of where installed, and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time Affiniti may remove or change Affiniti Equipment at its sole discretion in connection with providing the Services. Customer shall not alter any Affiniti Equipment or permit others to do so, and shall not use the Affiniti Equipment for any purpose other than that authorized by the Agreement unless authorized by Affiniti. Affiniti shall maintain Affiniti Equipment in good operating condition. Such maintenance

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shall be at Affiniti's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Affiniti Equipment. Customer is responsible for damage to, or loss of, Affiniti Equipment caused by its acts, omissions, fire, theft or other casualty unless caused by the negligence or willful misconduct of Affiniti. Customer agrees not to take any action that would directly or indirectly impair Affiniti's title to the Affiniti Equipment, or expose Affiniti to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following Affiniti's discontinuance of the Services to the Service Location(s), Affiniti retains the right to remove the Affiniti Equipment. To the extent Affiniti removes such Affiniti Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.5 Customer-Owned Equipment. Affiniti shall have no obligation to install, operate, or maintain Customer-Owned Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of Customer-Owned Equipment. All Customer-Owned Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Affiniti's employees or authorized contractors when the difficulty or trouble report results from Customer-Owned Equipment.

2.6 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering review by Affiniti. The engineering review will determine if additional costs or time is required, whether to provide the ordered Services at the requested Service Location(s), or whether Service installation has to be expedited to meet the Customer's requested Billing Date ("Custom Installation"). Affiniti will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time nonrecurring installation fee ("Custom Installation Fee"). Customer will have 5 days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

2.7 Administrative Web Site. Affiniti may, at its sole option, make one or more administrative web

sites available to Customer in connection with Customer's use of the Services. Affiniti may furnish Customer with one or more user identifications and/or passwords for use on such administrative web site(s). Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Affiniti if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that, to the extent permitted by law, its authorized users shall keep confidential and not distribute any information or other materials made available by such administrative web site(s). Customer shall be solely responsible for all use of such administrative web site(s), and Affiniti shall be entitled to rely on all Customer uses of and submissions to such administrative web site(s) as authorized by Customer. Affiniti shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of such administrative web site(s) or any information on such administrative web site(s). Affiniti may change or discontinue such administrative web site(s), or Customer's right to use such administrative web site(s), at any time.

2.8 Permitting and Landlord Approval. Customer shall be required to obtain the written consent of the owner of any leased premises in which Customer requests Affiniti to install Service Equipment.

2.9 Service Access Security. Customer shall be responsible for Service access security, such as control over users of the Service. Affiniti provides no user access security with respect to any of its customers or facilities of others connected to the Internet.

2.10 Protection from Internet Vulnerabilities. Customer understands and agrees that use of the Service provides no protection from vulnerabilities of the Internet, such as, but not limited to, viruses and theft of computer data. Customer is solely responsible for protecting Customer-Owned Equipment from these vulnerabilities through use of such software as firewalls and virus protection. Affiniti reserves the right to suspend Customer's Service should Affiniti detect virus or other activities emanating from Customer-Owned equipment and that degrade Affiniti's Service provision.

2.11 Service Performance.

a) **Responsibility:** Customer understands that Affiniti does not own or control other networks outside of the Service, nor is Affiniti responsible

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for performance (or nonperformance) within such other networks or within non-Affiniti operated interconnection points between the Service and other networks. Affiniti will not be held liable for any delay in the Service Start Date as a result of third party services or other network provider services. However, Affiniti will work with the Customer to reasonably ensure that performance from the Customer's site to the Service is maximized.

- b) **Network Availability (Uptime Service Level Agreement):** Affiniti is committed to providing Customer with maximum network service availability. Affiniti's Service Level Agreement ("SLA") is outlined in the Service Order(s). Affiniti reserves the right to modify the SLA from time to time.

3.12 CHANGES TO THE AGREEMENT TERMS.

Affiniti may change or modify the Agreement and any related policies from time to time, as mutually agreed upon by the Parties, which change(s) shall be in the form of an amendment.

ARTICLE 3. CHARGES, BILLING AND PAYMENT

3.1 Charges. Customer shall pay Affiniti one hundred percent (100%) of the Custom Installation Fee to Affiniti prior to the installation of Service, unless otherwise agreed to by the Parties on the Service Order. Customer further agrees to pay all Service Charges and Other Charges associated with the Services, as set forth or referenced in the applicable Service Order(s) or invoiced by Affiniti. Some Services, such as measured and per-call charges, may be invoiced after the Service has been provided to Customer.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from the amounts charged by Affiniti. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others and any liabilities incurred in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or on the Service Order(s): (a) Affiniti will invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement; and (b) all Other Charges will be billed monthly in arrears. Customer shall make payment to Affiniti for all invoiced amounts within 30 days after the date of the invoice. Any amounts not paid to Affiniti within such period will be considered past due. In certain cases, Affiniti may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party. Affiniti shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party. In addition, Affiniti may bill on a monthly, quarterly, semi-annual, or annual basis as set forth under the terms of the Service Order(s).

3.4 Partial Payment. No acceptance of partial payment(s) by Affiniti shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Affiniti with credit information requested by Affiniti. Customer authorizes Affiniti to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Affiniti will be true and correct. Affiniti, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Affiniti may require Customer to make a deposit (in an amount not to exceed an estimated two-month's charge for the Services) as a condition to Affiniti's provision of the Services, or as a condition to Affiniti's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Affiniti as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if Affiniti determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by Affiniti.

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3.6 Taxes and Fees. Customer is responsible for providing Affiniti with certification of tax-exempt status. Customer is responsible for paying all applicable local, state, and federal taxes or fees (however designated) assessed in connection with Customer's Services. Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Affiniti reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether Affiniti or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on Affiniti or its Affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that Affiniti or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs. For example, voice customers may be charged a monthly regulatory recovery fee to help defray Affiniti's contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Affiniti for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the Parties fail to mutually resolve the dispute within 60 days after the dispute was submitted to Affiniti, all disputed amounts shall become immediately due and payable to Affiniti while negotiations or other permitted dispute resolution processes continue.

3.9 Past-Due Amounts. Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the lesser of 1.5% per month or the highest rate allowed by law on the

unpaid invoice. If Customer's account is delinquent, Affiniti may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Affiniti Equipment that Customer fails to return in accordance with the Agreement. If Affiniti is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Affiniti Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Affiniti under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. Affiniti may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Affiniti reserves the right to restrict, suspend or discontinue providing any Service with or without notice, in the event of fraudulent use by Customer.

ARTICLE 4. TERM

4.1 Agreement Term. This Agreement shall remain in effect until terminated upon the expiration or other termination of the final existing Service Order entered into under this Agreement.

4.2 Service Order Term and Renewal. The term of a Service Order shall commence on the Service Start Date and shall terminate at the end of the stated Service Term of such Service. Unless otherwise stated in these terms and conditions, if a Service Order does not specify a term of service, the Service Term shall be five years (5) with automatic renewal ("Initial Term"), unless cancelled prior to 90 days prior to the end of the Initial Term. Upon the expiration of the initial Service Term of any Service Order, the Service Order shall automatically renew for successive periods of one year (each a "Renewal Term" and, unless otherwise distinguished herein, also referred to as a "Service Term"), unless

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otherwise stated in this Agreement or Service Order or prior notice of non-renewal is delivered by either Party to the other at least 90 days before the expiration of the Renewal Term. Such termination shall be effective at the expiration of the Renewal Term. Thereafter, the contract may continue month-to-month upon mutual written agreement by all parties. Customer shall provide Affiniti 90 day written notice for cancellation of the month to month Service Order.

4.3 Changes in Monthly Recurring Service and Charges. Except as otherwise identified in the Agreement, at any time during the initial Service Term and any subsequent renewal terms, Affiniti may increase the monthly non-recurring and recurring charges and bandwidth for services, including, but not limited to managed services, Internet, transport, and voice and/or video Services subject to 30 days prior notice to Customer as set forth in a new Service Order. Effective at any time after the end of the initial Service Term and any subsequent renewal term, the contract may be continued on a month to month basis upon mutual written agreement by all parties. Affiniti may modify the monthly recurring charges for any Service Order subject to 30 days prior notice to Customer. Customer will have 30 days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing. Nothing within this Section 4.3 is intended to limit Affiniti's ability to increase charges associated with the Services as set forth in Section 3.1.

ARTICLE 5. TERMINATION OF AGREEMENT AND/OR A SERVICE ORDER

5.1 Termination for Convenience.

Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order in total or on a site by site basis, in whole or in part, at any time during the Service Term upon 60 days prior written notice to Affiniti, subject to payment to Affiniti of all outstanding amounts due for the Services under the period of the entire Initial Service Term or effective Renewal Term, as applicable, any and all applicable Termination Charges, and the return of any and all Affiniti Equipment. Such termination shall be effective 60 days after Affiniti's receipt of the termination notice.

Notwithstanding any other provision herein to the contrary, this Agreement and Customer's obligations hereunder are expressly subject to and contingent upon funds for such purpose being budgeted and appropriated, If Customer is unable to appropriate the payments required pursuant to this Agreement, or if such appropriations are insufficient during any fiscal year during the term or any renewals thereof, and Customer is not otherwise in default, Customer may at its option elect to terminate this Agreement and be released from any further obligations upon the giving of ninety (90) days' written notice to Affiniti; provided however, that Customer may not terminate this Agreement for non-appropriation, in order to obtain functionally equivalent services from a third party. This Agreement shall terminate upon the last day of any fiscal renewal year during which there has occurred an event of non-appropriation pursuant to this section.

5.2 Termination for Cause. (a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within 10 days after receipt of written notice of default, or has failed to make payments of all undisputed charges on or before the due date on 3 or more occasions during any 12 month period, Affiniti may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. However, Affiniti will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the Parties have reviewed the dispute and determined in good faith that the charge is correct. (b) If either Party breaches any material term of this Agreement and the breach continues without remedy for 30 days after notice of default, the non-defaulting Party may terminate for cause any Service Order materially affected by the breach. (c) A Service Order may be terminated by either Party immediately upon notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. (d) Termination by either Party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

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5.3 Effect of Expiration or Termination of the Agreement or a Service Order. Upon the expiration or termination of a Service Order in whole or in part, for any reason: (i) Affiniti may disconnect the applicable Service; (ii) Affiniti may delete all applicable data, files, electronic messages, voicemail or other information stored on Affiniti's servers or systems; (iii) if Customer has terminated the Service Order, in whole or in part, prior to the expiration of the Service Term for convenience, or if Affiniti has terminated the Service Order, in whole or in part, prior to the expiration of the Service Term as a result of material breach by Customer, Affiniti may assess and collect from Customer applicable Termination Charges; (iv) Customer shall, permit Affiniti access to retrieve from the applicable Service Locations any and all Affiniti Equipment (however, if Customer fails to permit access, or if the retrieved Affiniti Equipment has been damaged and/or destroyed other than by Affiniti or its agents, normal wear and tear excepted, Affiniti may invoice Customer for the full replacement cost of the relevant Affiniti Equipment, or in the event of minor damage to the retrieved Affiniti Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to Affiniti.

5.4 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. Affiniti may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, denial of funding from the E-Rate or HCF Program, Force Majeure Event, or judgment of any court or government agency, if such change materially affects Affiniti's ability to provide the Services herein or Customer's ability to meet any of its obligations under this Agreement.

**ARTICLE 6. LIMITATION OF LIABILITY;
DISCLAIMER OF WARRANTIES; WARNINGS**

6.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT,

SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY AFFINITI OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF AFFINITI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS ("ASSOCIATED PARTIES") FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE AFFINITI EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6.2. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, AFFINITI EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AFFINITI DOES NOT WARRANT THAT THE SERVICES, AFFINITI EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, AFFINITI EQUIPMENT, OR LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, AFFINITI EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

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6.3. AFFINITI MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, AFFINITI EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

6.4. IN NO EVENT SHALL AFFINITI, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

6.5 DISRUPTION OF SERVICE. The Services are not infallible and are not designed or intended for use in situations requiring uninterruptible performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). Customer expressly assumes the risks of any damages resulting from High Risk Activities. Affiniti shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances.

6.6. Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Affiniti and its Affiliates and agents is limited to the maximum extent permitted by law.

ARTICLE 7. (OMITTED BY CUSTOMER)

ARTICLE 7A. (OMITTED BY CUSTOMER)

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by Affiniti, including, without limitation, end-user license agreements for the Licensed Software. Affiniti and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Affiniti; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the Affiniti Equipment or Customer-Provided Equipment. If Affiniti has agreed to provide updates and changes, Affiniti may perform such updates and changes remotely or on-site, at Affiniti's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Affiniti.

8.4 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.5 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Affiniti, its agents, suppliers or Affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution,

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reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from Affiniti or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving Party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving Party; (iii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing Party; (iv) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.4 Monitoring. Affiniti shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that Affiniti and its agents shall have the right to monitor any such postings

and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. Affiniti reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Affiniti's sole discretion, is unacceptable, undesirable or in violation of this Agreement.

9.5. Customer Proprietary Network Information ("CPNI"). Affiniti and Customer acknowledge that Affiniti has a duty to protect the confidentiality of CPNI in accordance with currently applicable federal law. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications Services that Customer purchases from Affiniti, and that is made available to Affiniti by Customer solely by virtue of the Affiniti/Customer relationship hereunder. Affiniti and Customer understand that Affiniti may access, use and disclose Customer's CPNI as permitted by applicable law, in order to install and provision the Services and market services that are within the same category of services provided herein without Customer's consent. With Customer's consent, Affiniti may share Customer's CPNI among its Affiliates and contractors, so that they may use this information to offer Customer the full range of products and services offered by Affiniti and its Affiliates. By signing this Agreement, Customer consents to Affiniti's use and disclosure of Customer CPNI to Affiniti's contractors and Affiliates that provide communications-related services for the purpose of marketing additional services. Customer may refuse CPNI consent by signing this Agreement and providing to Affiniti written notice of its intent to opt out of granting such consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Affiniti of a change in its election. Any refusal of consent by Customer will not affect Affiniti's provision of existing Services to Customer. Affiniti is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 10. PROHIBITED USES

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10.1 Resale. Except as otherwise provided in the General Terms and Conditions, Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the Affiniti Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person (“User”), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Affiniti reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or any User, if Affiniti (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Affiniti’s ability to provide the Services to Customer or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believe that Customer’s use of the Service interferes with or endangers the health and/or safety of Affiniti personnel or third parties. Furthermore, the Services shall be subject to one or more Acceptable Use Policies (“AUP”) that may limit use. The AUP and other policies concerning the Services are posted on Affiniti’s web site, and are incorporated to this Agreement by reference. Affiniti may update the use policies from time to time, and such updates shall be deemed effective 7 days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Affiniti’s action or inaction in enforcing acceptable use shall not constitute review or approval of Customer’s or any other User’s use or information.

10.3 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Affiniti shall have the right to restrict, suspend, or terminate immediately

any or all Service Orders, without liability on the part of Affiniti, and then to notify Customer of the action that Affiniti has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by a Force Majeure Event, except that Customer’s obligation to pay for Services provided shall not be excused, provided, however, that the Party which has been so affected will (a) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefor; and (b) resume its performance under this Agreement immediately upon the cessation of such cause(s).

11.2 Assignment and Transfer. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Affiniti may assign this Agreement to any Affiliate, related entity, or purchaser or successor in interest without Customer’s consent. In addition, Affiniti may assign its rights and obligations hereunder to any party that acquires from Affiniti all or substantially all of the assets of Affiniti without Customer’s consent. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

11.3 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Affiniti, Customer also agrees to sign written assurances and other export-related documents as may be required for Affiniti to comply with U.S. export regulations.

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11.4 Governmental Authorization. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings, orders and other actions of any governmental entity or agency (collectively, "Rules"), including, but not limited to, the Communications Act of 1934, as amended, the rules and regulations of the Federal Communications Commission and any applicable state public service or public utility commission. If any such Rule adversely affects the Services or requires Affiniti to provide such Services in a manner other than in accordance with the terms of this Agreement, then Affiniti may, without liability to Customer, terminate the affected Service upon prior written notice to Customer.

11.5 Notices. All notices and other communications under this agreement will be in writing and will be delivered by hand, by fax or email transmission, by registered or certified mail, postage prepaid, or by commercial overnight delivery service. Notice to Customer shall be sent to Customer's billing address. Notice to Affiniti shall be sent to 9208 Waterford Centre Blvd., Ste. 150, Austin, TX 78758, Attn: Director of Business Customer Operations with a copy to Legal Department (which, by and of itself, will not constitute notice), 9208 Waterford Centre Boulevard, Suite 150, Austin, TX 78758. Notice will be deemed to have been duly given (1) upon delivery to all required recipients, if delivered by hand to an officer of the receiving Party; (2) upon written confirmation of receipt (automatically-generated responses will not constitute confirmation of receipt), if delivered by fax or email; (3) three business days after being mailed by registered or certified mail, postage prepaid; (4) the next business day, if sent by commercial overnight delivery service, unless, with respect to (3) and (4), tracking information indicates delivery on a different day; or (5) except in the case of a change of address of a Party, which shall take effect no sooner than 15 days' after receipt of the notice.

11.6 Entire Understanding. The Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this

Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of Affiniti may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of Affiniti who has not been specifically authorized to make such modifications shall be binding upon Affiniti. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

11.7 Tariffs. Notwithstanding anything to the contrary in the Agreement, Affiniti may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Service Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Affiniti shall take such steps as are required by law to make the rates and other terms enforceable. If Affiniti voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Affiniti is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Service Order upon a minimum 30 days' prior written notice to the other Party, without further liability.

11.8 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of this Agreement shall remain in full force and effect.

11.9 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation

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confidential information and data, representations and warranties, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

11.10 Choice of Law and Jurisdiction. The domestic law of the state of Colorado, without regard for its conflicts of laws provisions, shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Any dispute arising or relating to this Agreement shall be resolved by legal action brought exclusively in a state or federal court of competent jurisdiction and venue in the State of Colorado. All legal actions brought hereunder shall be resolved by non-jury trial. Customer and Affiniti hereby consent to such jurisdiction and venue, and waive any right to a jury trial.

11.11 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.12 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

11.13 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner

IN WITNESS WHEREOF, the Parties hereto have executed this as of the day and year first above written. The person whose signature appears below is duly authorized to enter into this Agreement on behalf of the Party and Customer agrees and covenants that it has read and agreed to the terms of service.

of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.14 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.15 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

11.16 Counterparts; Digital Signatures. This Agreement, Service orders, amendments may be executed in any number of counterparts, each counterpart will constitute an original, and all counterparts together will constitute one agreement. This agreement may be signed by any means producing a reasonably legible signature, and a digital electronic signature or digital copy of a signed signature page will be effective as an original.



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Agreed between

Customer: Buena Vista, Town of

Affiniti, LLC

Authorized Representative

Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

NOC Services Service Order

1. **EFFECTIVE DATE** The "Effective Date" becomes binding and enforceable upon execution by both authorized representatives of the Parties as evidenced by the signatures and date below.
2. **CUSTOMER** Town of Buena Vista
3. **Billing Address** 210 E. Main Street, PO Box 2002
City Buena Vista **State** CO **Zip** 81211
4. **Business Contact** Brandy Reitter
Phone (719) 395-8643 ext 13 **Email** bvadmin@buenavistaco.gov
5. **Technical Contact**
Phone (719) 395-8643 ext 13 **Email** bvadmin@buenavistaco.gov
6. **SERVICE START DATE** Affiniti, LLC ("Affiniti") will provide electronic notice to the Customer when service commences.
7. **BILLING OPTION** Monthly
8. **SERVICE.** NOC Services Service to monitor point to point links listed in table below.

Equipment	Quantity
Ruckus P300 PTP link	7
Ruckus T300 AP	1
Ruckus T301n AP	2
Siklu EH1200TX	2

9. **ADDITIONAL SERVICE DETAILS.** N/A
10. **SERVICE LEVEL.** Service Level for all components of the managed service is described in the Service Level Agreements attached hereto as Appendix A.
11. **PRICING / PAYMENT.**

Non-Recurring Charges	E-rate Eligible	Unit Price	Quantity	Subtotal
WAN		1,000.00	1	1,000.00
Total				1,000.00

Monthly Charges	E-rate Eligible	Unit Price	Quantity	Subtotal
WAN		1,150.00	1	1,150.00
Estimated Taxes and Fees*				0.00
Total				1,150.00

*Taxes and governmental fees, including but not limited to USF fees, sales taxes, etc., are estimates based on current laws and regulations. Taxes and fees are subject to change. Customer is required to pay actual taxes and fees as listed on each invoice.

The Customer is liable for all service provided to stolen or hacked equipment until Affiniti is notified in writing.

12. **SERVICE INSTALLATION / ACCEPTANCE.** Billing shall not be delayed by any issues related to the Customer's readiness. Affiniti will commence billing as of the Service Start Date. The Customer will have no more than 5 business days to test and identify issues related to service in writing to Affiniti, which Affiniti will work to resolve. Billing (the Billing Date) will commence on the Service Start Date. If identified issues impact service delivery, Affiniti may prorate the first bill. Each party is solely responsible for their own



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equipment, damages caused by their equipment and for the maintenance and suitability of their equipment. Neither party may adjust or repair the other party's equipment without prior written authorization.

The Customer may return Affiniti Equipment no later than 30 days after the scheduled installation date. A 20% restocking fee, plus shipping costs, is applied to returned equipment in original packaging and new condition with Affiniti Return Material Authorization returned at Customers expense. Other returns are negotiated.

- 13. SERVICE ADDITIONS / MODIFICATIONS / ENGINEERING REVIEW. This Service Order may be subject to additional nonrecurring and recurring charges based upon final engineering approval. Upon mutual written agreement between Customer and Affiniti, this Service Order may be modified, expanded or combined into a new service order at the same terms and conditions.
14. TERM / TERMINATION. Subject to annual appropriation, as stated in the MSA, the initial term of this Service Order is for 36 months with automatic renewal ("Initial Term"), unless cancelled 90 days prior to the end of the Initial Term. This Service Order may be extended for up to 5 additional one-year renewal terms. Following the termination or expiration of any Service Term, the Service may be extended on a month-to-month basis upon mutual written agreement by all parties, in which case, additional Service Charges and Other Charges will apply. Customer shall provide Affiniti 90day written notice of termination of the month-to-month service agreement. Termination is governed by the MSA.
15. DISPUTES. Disputes are governed by the MSA.

Agreed between

Customer: Buena Vista, Town of

Affiniti, LLC

Authorized Representative

Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

Appendix A
Service Level Agreement
Network Operations Center (NOC) Service

Service Monitoring / NOC: Monitoring includes systems that provide automated monitoring of outages and downtime. Affiniti provides a NOC for support (866) 949-6631 / support@affiniti.com that is available 24x7 days per week. Customer may call, email, or open a ticket via the ticket portal at any time to report problems or request maintenance. Affiniti will provide service statistics, testing data, and monitoring information on request or via Affiniti portal if applicable. Support services are provided for up to four authorized technical contacts that have been given access to the Affiniti NOC.

Scheduled Maintenance: Affiniti will provide email notification to the Customer’s technical contact(s) at least 48 hours before a maintenance window. Affiniti will make every effort to work with Customer to schedule a maintenance window that will have minimal impact on Customer operations. In the event there are special circumstances requiring unscheduled maintenance (Emergency Maintenance), Affiniti will provide as much prior notice as is possible. 911 services may not be available during maintenance.

Time to Respond:

1. Affiniti will respond and will begin corrective action within 30 minutes for any Service Outage that is either detected by Affiniti monitoring or reported by Customer.
2. Affiniti will begin processing any other ticket submitted by Customer within 2 hours.
3. Affiniti will process all configuration change requests within 1 business day. Changes will be made during normal business hours unless prior arrangements are made with Affiniti at least 24 hours in advance. If the change is deemed to be a large scale or major change, the NOC will work with the Customer to schedule and coordinate a time to make the changes. Affiniti reserves the right to refuse the implementation of a change if they determine that the change is beyond the scope of the Service, or if it adversely affects other aspects of Service availability.

Customer-caused Issues: In the event that a Service Outage or other issue reported by Customer is found to be caused by Customer’s equipment and/or software, Customer’s staff, or Customer’s users, Customer will compensate Affiniti, at Affiniti’s standard Labor Rates as listed in the Service Order, for time and materials expended to restore Service performance.

On-site Support: Affiniti will begin a field technician dispatch within one hour of Service Outage verification if the Service cannot be restored remotely, unless Customer is not entitled to on-site support as detailed in the Service Order. Customers not entitled to on-site support may receive on-site support at additional expense by submitting in writing an approved dispatch request from an authorized Customer contact. Any dispatch for a Customer-caused Issue (as defined elsewhere in this Service Level Agreement) is subject to additional billing. When additional billing is warranted for on-site support, Customer will be billed according to the Labor Rates listed below plus any incurred travel costs. Affiniti may charge Customer in half-hour increments according to Affiniti’s standard hourly labor rates shown below.

Senior Level Security Architect	\$200 per hour
Senior Level Engineer	\$185 per hour
Junior Level Engineer	\$135 per hour
Project Manger	\$125 per hour
Network Operations Center Analyst	\$120 per hour
Field Service Technician	\$115 per hour

Purchase Agreement

1. **EFFECTIVE DATE** The "Effective Date" becomes binding and enforceable upon execution by both authorized representatives of the Parties as evidenced by the signatures and date below.
2. **CUSTOMER** Buena Vista, Town of
3. **Billing Address** 210 E. Main Street, PO Box 2002
City Town of Buena Vista **State** CO **Zip** 81211
4. **Business Contact** Brandy Reitter
Phone (719) 395-8643 ext 13 **Email** bvadmin@buenavistaco.gov
5. **EQUIPMENT AND EQUIPMENT PRICING.**

Equipment	Unit Price	Quantity	Subtotal
Ruckus P300 PTP link	1,230.00	7	8,610.00
Ruckus T300 AP	777.00	1	777.00
Ruckus T301n AP	897.00	2	1,794.00
Siklu FCC Licenses - Misc. Licenses - 80GHz	1,428.00	1	1,428.00
Installation & Configuration	1,500.00	10	15,000.00
Manufacturer Hardware Support - Ruckus	3,038.40	1	3,038.40
Siklu EH1200TX	3,536.40	2	7,072.80
Misc. Hardware Accessories	7,275.00	1	7,275.00
Estimated Taxes and Fees*			0.00
Total			44,995.20

*Taxes and governmental fees, including but not limited to USF fees, sales taxes, etc., are estimates based on current laws and regulations. Taxes and fees are subject to change. Customer is required to pay actual taxes and fees as listed on invoices.

6. This Purchase Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, agreements, negotiations, correspondence and all other communications, whether written or oral, between Affiniti, LLC (Affiniti) and Customer. This Agreement does not affect, and is independent of, any previous agreement between the parties regarding the provision of services not specifically contemplated in this Agreement. No modification or waiver of any provision hereof will be effective unless made in writing and signed by both parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Faxed signatures will be relied upon as original signatures in all respects. All signed copies of this Agreement will be deemed originals. The failure of a party to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.
7. In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, the parties agree to the Terms and Conditions attached to this Purchase Agreement. No handwritten changes to this agreement are valid unless explicitly initialed by an authorized representative of Affiniti.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the day and year shown below written. The person whose signature appears below is duly authorized to enter into this Agreement on behalf of the party and subscriber agrees and covenants that it has read and agreed to the terms of purchase.

Agreed between

Customer: Buena Vista, Town of

Affiniti, LLC

Authorized Representative

Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

Purchase Agreement Terms and Conditions

- i. Prices and delivery are F.O.B. shipping point, in U.S. dollars and are exclusive of all taxes, tariffs, duties and fees.
- ii. Applicable taxes, including sales taxes, if any, are the responsibility of the Customer. Customer is solely responsible for and agrees to pay amounts equal to any taxes, tariffs, duties and fees (however designated) and any interest, fines and penalties resulting from Customer's intentional misconduct.
- iii. Customer is responsible for providing Affiniti with certification of tax-exempt status.
- iv. All payments by Customer will be made in U.S. dollars, with payment in full per terms of invoice.
- v. **Please remit payment to: Affiniti, LLC, 9208 Waterford Centre Blvd., Suite 150, Austin, TX 78758**
- vi. Customer shall make payment to Affiniti for all invoiced amounts within 30 days after the date of the invoice. Any amounts not paid to Affiniti within such period will be considered past due. Customer agrees to pay interest on any delinquent payment from the due date thereof until such payment and all interest at the rate of 1½ % per month is received, but not in excess of the lawful maximum. Affiniti will charge a \$36 return check fee. Affiniti may reasonably modify the payment terms or require other reasonable assurance of payment based on payment history or a material adverse change in Customer's financial condition.
- vii. In the event of default in payment by Customer, Affiniti may suspend performance of its obligations. In the event of litigation or collection activity arising out of Customer's non-payment or breach of any other provision of these terms and conditions, Customer will promptly pay costs and expenses incurred by Affiniti, including attorney's fees. This agreement will be governed by and construed in accordance with the laws of Delaware.
- viii. In certain cases, Affiniti may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party. Affiniti shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.
- ix. Affiniti reserves the right to make deliveries in installments. Title to product transfers and Customer assumes all risk of loss upon delivery of product by Affiniti to the initial carrier. Claims for loss or damage to products in transit must be made to the carrier and not to Affiniti. Customer hereby grants Affiniti a security interest in the products and all cash and non-cash proceeds thereof as security for all of Customer's obligations hereunder. Upon request by Affiniti, Customer will promptly execute any instrument required to perfect such security interest.
- x. The Customer shall return Equipment no later than 20 business days after the scheduled installation date. If no installation service tasks are identified, the Customer shall return Equipment no later than 10 business days from delivery date as designated by carrier. A 20% restocking fee, plus shipping costs, is applied to returned equipment in original packaging and new condition returned at Customers expense. Other returns are negotiated.
- xi. Affiniti shall be responsible for Service Tasks as outlined in the Purchase Agreement. Customer is responsible to procure and maintain access to areas necessary for Purchase Agreement Service Tasks. It is the Customer's responsibility to obtain any required permits, approvals or third party rights for performance of Service Tasks.
- xii. Billing shall not be delayed by any issue related to the customer's readiness. The customer shall have no more than 5 business days from the execution of a Service acceptance form or equipment delivery date to test and/or identify issues related to the service or equipment accepted/delivered. If identified issues impact service delivery or equipment usage, Affiniti may delay billing.
- xiii. Affiniti will not be liable for any damages or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of God, delays in transportation, delay in delivery by Affiniti's vendors or any other causes beyond Affiniti's reasonable control. The delivery schedule will be extended by a period of time equal to the time lost because of such delay.
- xiv. This Purchase Agreement may be subject to additional nonrecurring charges based upon final engineering approval. Upon mutual written agreement between Customer and Affiniti, this Purchase Agreement may be modified, expanded or combined into a new Purchase Agreement at the same terms and conditions.
- xv. Customer may request, in writing, to Affiniti to modify or increase the equipment or services to be provided. In the event the Customer requests a reduction of equipment or services to be provided, Customer shall be responsible for payment in full set forth in this Purchase Agreement. Upon mutual written agreement between Customer and Affiniti, this Purchase Agreement may be modified, expanded or combined into a new Purchase Agreement at the same terms and conditions.
- xvi. Failure of Customer to meet a listed obligation or adequately remove a listed condition precedent to Affiniti's performance shall be considered a material breach of this Agreement and shall relieve Affiniti of its obligations hereunder, but shall not relieve Customer of its obligation to timely pay upon invoice.
- xvii. If Affiniti meets its material obligations in a timely manner, and Customer has not timely met its material obligations (including but without limitation Customer's obligations to provide adequate resources, meet due dates, or otherwise meet a Customer obligation in these terms and conditions). Customer will nonetheless be obligated to make timely payments as provided for in the Purchase Agreement.
- xviii. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH BY THE MANUFACTURER, AFFINITI PROVIDES EQUIPMENT OR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE EQUIPMENT OR SERVICES IS AT ITS OWN RISK. AFFINITI DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AFFINITI DOES NOT WARRANT THAT THE OPERATION OF THE EQUIPMENT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT DEFECTS IN THE OPERATION OF THE EQUIPMENT OR SERVICES WILL BE CORRECTED.

IN NO EVENT WILL AFFINITI BE LIABLE TO CUSTOMER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COMPUTER HARDWARE MALFUNCTION, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AFFINITI'S LIABILITY TO CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO AFFINITI FOR THE PARTICULAR EQUIPMENT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE IMPOSITION OF SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION.

SPACE TO CREATE

Colorado Creative Industries
Town of Buena Vista, CO



Space to Create – What is it?

First state driven initiative for affordable housing for artists and creative sector workers in the nation.

Led by the Colorado Office of Economic Development's Colorado Creative Industries, the Colorado Department of Local Affairs, the Boettcher Foundation, Artspace and History Colorado.

The mission:

To develop affordable housing and work space, including commercial space, for artists and arts organizations and to position Colorado as the nation's leader in artist led community transformation in rural communities.

Space to Create – Arts Space

Artspace is the nation's leader in artist-led community transformation:

- Operates 35 projects across the country and another dozen in development.
- Facilitates \$600 million investment in America's arts infrastructure.
- Artspace is America's leading developer of arts facilities and has served as a consultant to hundreds of communities and arts organizations nationwide.
- Completed nearly 2,000 affordable live/work units for artists and their families as well as more than a million square feet of non-residential space for artists and arts organizations.

Space to Create – How does it Work?

Collaborative approach to provide affordable workforce housing and working spaces for creative sector entrepreneurs and artists in rural, small town and mountain communities:

- Directed by a steering committee comprised of invested partners.
- Artspace provides market, feasibility and predevelopment consulting services on behalf of Space to Create.
- Project is customized to meet community needs for workforce housing and commercial space for creative sector entrepreneurs, artists and arts-friendly organizations.

Space to Create - Goals

- Stimulate community and economic development in rural, small town and mountain communities.
- Providing permanently affordable and financially sustainable workforce housing and working spaces for creative sector employment.
- Nine projects initiated across Colorado by 2019 will culminate in roughly \$45 million of investment in direct capital investment by multiple partners and agencies.

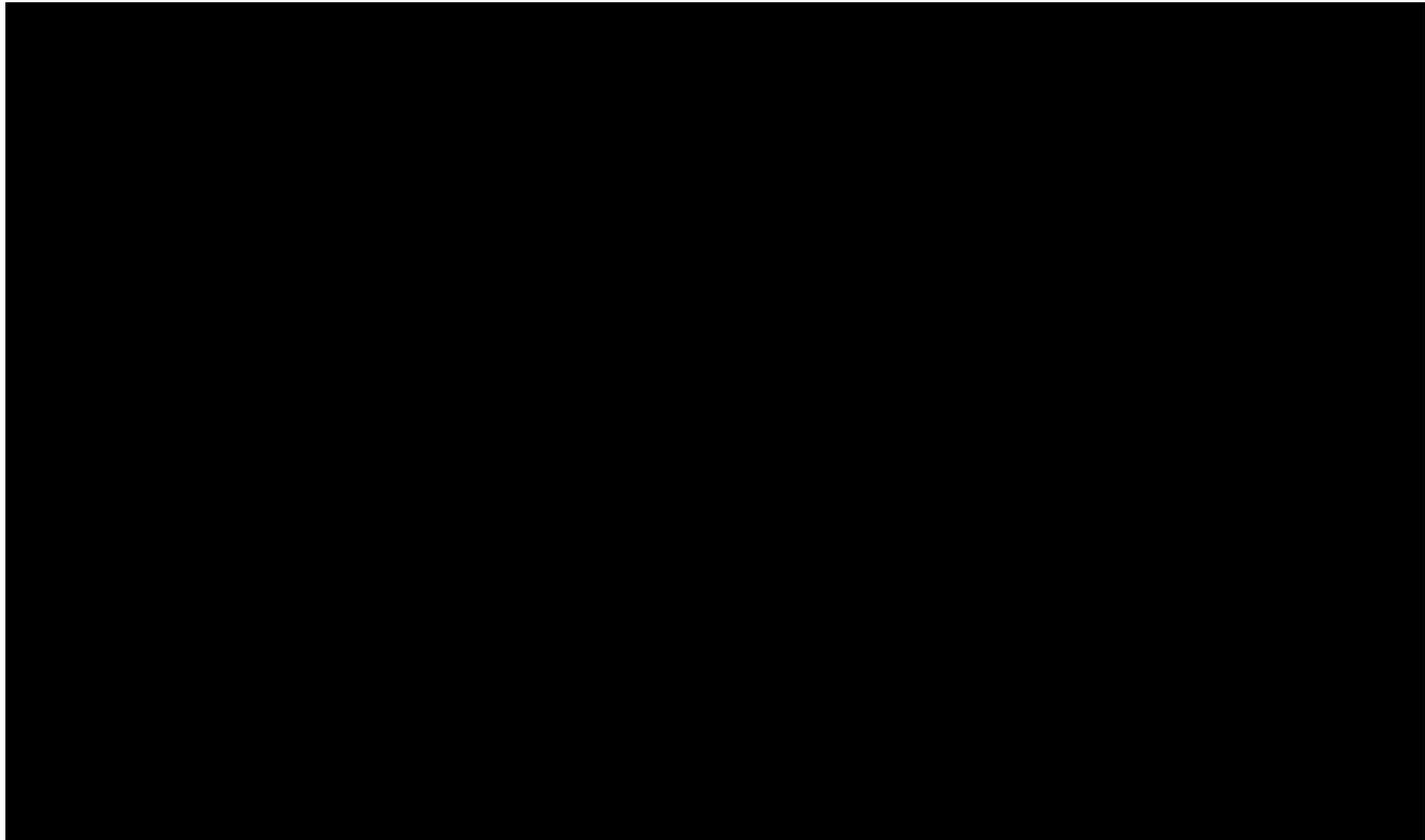
Space to Create - Loveland Project



Community arts campus project with two buildings; the historic Feed & Grain and the new Artspace Loveland Lofts creating 30 new affordable live/work unit building. Total investment is \$8.9 million.

Space to Create – Loveland Project

The Vision



Space to Create – Trinidad Project



Trinidad Artspace will preserve three buildings on Main Street and create 20 unique, affordable live/work units. Above is a picture of the original building.

Space to Create – Trinidad Project



Some units will repurpose remnants of the old apartments, such as the parquet floor and built-ins while other units will feature a more industrial feel. The project will result in \$14 million in investment.

Space to Create – Partners

State

- Colorado Creative Industries (CCI) in the Governor's Office of Economic Development
- Artspace
- Boettcher Foundation
- Colorado Department of Local Affairs (DOLA)
- History Colorado
- **Local**
 - Urban, Inc.
 - Chaffee County Economic Development Corp.
 - BV Businesses and Arts Organizations

Space to Create - Criteria for Selection

- Concentration of creative sector workforce.
- Availability of historic buildings for adaptive re-use.
- Available developable property.
- Commitment of local resources by local governing body.
- Demonstrated ability to execute community-based initiatives such as the Main Street and Creative District programs.

Space to Create - Criteria for Selection

Readiness:

- Good organizational and community financial health.
- Ability to fund a portion of feasibility, arts market and pre-development studies up to \$35,000 through grants.
- Organize a group of local leaders to provide support for community engagement during the study phases.
- Dedicate city staff resources of time and capacity.
- Ensure that affordable live/work space for creative enterprises and artists are part of the community's planning documents and strategic plans.

Space to Create - Criteria for Selection

Readiness continued:

- Develop proof of concentration and types of creative sector and workforce.
- Know the property owners within and around the creative district and Main Street program or development area preferred for a project.
- Begin to identify available properties and buildings.
- Develop capacity and willingness to contribute to project development and capital expenses (project predevelopment costs are typically 10% of total project cost).

Space to Create - Process



Submit an application of interest by August 15th.



Steering Committee will review applications of interest and invite selected communities to submit a formal application.



Prepare and submit application by September 23rd.



Steering Committee will schedule site visit to finalist communities on October 10th.

Space to Create - Process

- CCI/Space to Create will notify and announce selected South Central community November 30th.
- CCI will sign MOU with selected community, and initiate Community Engagement/Feasibility Phase around December.
- Completion of Preliminary Feasibility Study in March.
- Launch and complete Arts Market Survey in August.

Space to Create - Timeline

Each project is unique and may have a different timeline:

- Feasibility and Market Studies may take 7 months to complete.
- Predevelopment follows these studies and includes obtaining site control, architectural work and securing financing. This phase may take 1-2 years.
- Construction time depends on scope of work and is dependent upon whether it is new construction or historic preservation, or a combination of both. This can range between one and three years on average.

BOT Consideration

- Direct staff to fill out application.
- Dedicate land on the BVSD site for project.
- Consider resolution dedicating resources to the project.
- Budget for predevelopment phase in the 2017 budget.

Policy Alignment:

- Affordable Housing
- Economic Vitality
- Community
- Comprehensive Plan
- Downtown Colorado, Inc. Assessment
- Housing Needs Assessment (New)

Questions?

RESOLUTION NO. 89
(Series 2016)

A RESOLUTION OF THE TOWN OF BUENA VISTA, COLORADO ENDORSING THE SUBMITTAL OF THE FULL APPLICATION TO PARTICIPATE IN THE STATE OF COLORADO SPACE TO CREATE PROGRAM, ACKNOWLEDGING THAT THE BOARD WILL DEDICATE THE REQUIRED RESOURCES IN THE 2017 BUDGET, AND PLEDGING MATCHING FUNDS IN THE AMOUNT OF \$35,000 FOR THE PURPOSE OF FUNDING A FEASIBILITY STUDY AND ARTS MARKET SURVEY IN 2017, AS SET FORTH BELOW.

WHEREAS, in the summer of 2016 the State of Colorado through the Office of Economic Development and International Trade and the Colorado Creative Industries Division is providing a one-time opportunity for a partnership in the South Central Region of Colorado for the purpose of providing affordable housing for artists, which is the first state driven initiative nationwide, and is for the purpose of developing affordable housing and work space for artists and arts organizations, and to position Colorado as the nation's leader in artist-led community transformation in rural communities; and

WHEREAS, the Town submitted a letter of interest on August 12 to Colorado Creative Industries expressing a desire to participate in the Space to Create program and was invited to submit an application due on September 23; and

WHEREAS, in 2016 the Town of Buena Vista, City of Salida, Town of Poncha Springs, and Chaffee County formed a working committee to complete the regional housing needs assessment that documents the affordable housing crisis in the County; and

WHEREAS, in 2015 the Town of Buena Vista updated the Comprehensive Plan and the community envisions a town in which all citizens enjoy financial prosperity and can find an affordable place to live. The community wants for the Town to strive for economic diversity, create mix use retail in the historic downtown, will promote the development of a range of housing opportunities, locate new housing within existing neighborhoods, and provide funding mechanisms for affordable housing; and

WHEREAS, in 2014 the Town Board assembled a local group of realtors, builders, developers, and citizens who need affordable housing in partnership with the University of Colorado School of Public Affairs to develop a strategy that made recommendations on how Town could support and facilitate affordable housing; and

WHEREAS, the Space to Create program presents an opportunity to accomplish the key outcomes identified in the Board of Trustee's strategic plan to develop programs for affordable housing, foster relationships with community partners, identify alternative housing solutions, increase infill development, improve heritage initiatives, and create a cultural identity; and

WHEREAS, the Town of Buena Vista became a Colorado Main Street candidate with the Department of Local Affairs in 2014 which is a requirement of the Space to Create program; and

WHEREAS, the Town has three staff members working on economic development

initiatives, including affordable housing and has the capacity to work on the Space to Create application and project; and

WHEREAS, the Town of Buena Vista has limited resources to be able to drive a strong and successful affordable housing development without strategic and engaged partners, and the Town has a very successful and long record of leveraging partnerships to meet community goals as is not only necessary in a small rural community, but critical to its survival and success to meet community needs and goals; and

WHEREAS, the Board of Trustees and Town Staff are committed to the success of the Town of Buena Vista's Space to Create project in the near and long term.

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

Section 1. The Town endorses a full application to the State of Colorado in 2016 with the goal of being selected to participate in the 2016 South Central Region Space to Create program.

Section 2. The Town commits an existing Staff Coordinator that is already budgeted for the project, with assistance from the AmeriCorps Vista and the Town Administrator.

Section 3. The Town commits \$35,000 from the 2017 General Fund for the purpose of providing matching funds for the Space to Create Feasibility Study and Space to Create Arts Markey Survey.

RESOLVED, APPROVED AND ADOPTED this 14th day of September, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Mayor, Joel Benson

ATTEST:

Town Clerk, Janell Sciacca

TOWN OF BUENA VISTA, COLORADO

**ORDINANCE NO. 17
(SERIES OF 2016)**

**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO,
REPEALING THE BUENA VISTA MUNICIPAL CODE SECTION 10-
176(b)(1).**

WHEREAS, the Board of Trustees has determined that the Town's anti-loitering laws pose constitutional concerns in light of the recent case of *Browne v. City of Grand Junction, Colo.*, Civil Action No. 14-CV-00809-CMA-KLM (D. Colo. Sept. 30, 2015), particularly with respect to loitering for the purpose of soliciting donations;

WHEREAS, the Board of Trustees further finds that other provisions of the Town's current anti-loitering laws are difficult, if not impossible, to enforce;

WHEREAS, because the nature of a violation depends upon the status of an individual and the individual's subjective intent, there is a high level of risk that innocent individuals could receive citations for lawful behavior; and

WHEREAS, there are alternative, more readily enforceable laws, including laws against gambling, prostitution, trespassing, and illegal drugs, that protect against the underlying criminal behavior, and the Town has minimal issues with troublesome loitering, and therefore, there is no need for an anti-loitering ordinance.

WHEREAS, the Board of Trustees finds this Ordinance to be in the best interests of the Town and its residents.

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

Section 1. Section 10-176 of the Buena Vista Municipal Code is hereby repealed.

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

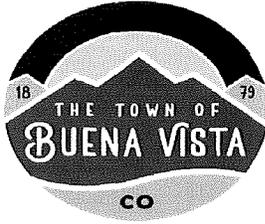
**THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM
PUBLICATION.**

TOWN OF BUENA VISTA, COLORADO

By: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, CMC
Town Clerk



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

DATE: September 14, 2016
TO: Mayor and Board of Trustees
FROM: Greg Maggard, Public Works Director
AGENDA ITEM: G-Metered Water Loss Billing Proposal

Request

Approve letter to Ivy League Corporation allowing the Town to begin billing for known metered water loss within the Ivy League Subdivision.

Overview

Over the past few months, the Water Department has seen a significant rise in the volume of treated water lost within the Ivy League Subdivision. The subdivision's pump station is fitted with a master meter which records the total volume of water delivered to the subdivision. This provides the department with the ability to easily determine the loss within the subdivision.

Between the months of April and July 2016, the subdivision averaged 61% internal water loss. This equates to approximately 3,030,700 gallons or 757,675 gallons per month. At a billing rate of \$3.92 per 1000 gallons, the total lost revenue is approximately \$12,000.

Policy Alignment

Correcting known water loss within a system is a core responsibility of any water purveyor. Additionally, the Town's 2017 Strategic Plan notes conservation and sustainability as key outcome areas. This proposal aligns with each of these items.

BOT Action

Motion to Approve or Deny Item G-Authorizing the submission of a letter to Ivy League Corporation allowing the Town to begin billing for known metered water loss within the Ivy League Subdivision.



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

September 14, 2016

Stan Hachmann
Manager
Ivy League Corporation
28775 Fairway Drive
Buena Vista, CO 81211

Re: Ivy League Subdivision Metered Water Loss

Dear Mr. Hachmann:

In an effort to minimize water loss throughout the distribution system, the Town of Buena Vista Water Department has conducted research into potential areas of loss. As part of this investigation, comparisons were conducted to determine the amount of town produced water against metered water consumption. Water consumption readings from the Ivy League Subdivision master meter, located at the Ivy League Pump Station, were compared to the individual meter reading from each property. The results showed significant water loss from the subdivision's internal infrastructure. The table below shows the meter readings, as well as, the calculated subdivision water loss:

Month	Master Meter Usage	Individual Meter Usage	Internal Loss
April	1,029,300	157,000	85%
May	1,060,200	288,000	73%
June	1,655,300	888,000	46%
July	1,655,900	1,037,000	38%

Average Loss=61%

All users connected to the town's water system and metered for use are assessed a monthly bill, based on metered water usage. Higher monthly usage, due to a leak or other circumstances, must still be accounted for and the billed usage payed in full by the twenty-first day of the month following the statement date (Ch.13 Sec.13-83 (b)).

Due to the town's ability to accurately determine metered water loss within the Ivy League Subdivision and the significant water loss over the past few months, the Town of Buena Vista is requesting steps be taken to alleviate this issue.

Industry standards for acceptable water loss within a system range from 10 to 15% (EPA, 2013). Therefore, the Town will only bill for water loss which exceeds 15% for a given month.

Following a period of 18 months from the date of this letter, the Town of Buena Vista Water Department will begin billing the Ivy League Corporation for all metered water loss within the subdivision at a rate of \$3.92 per 1000 gallons. The 18-month grace period has been provided to allow for repairs or replacements to leaking or sub-standard infrastructure.

Please contact the Public Works Department at 719-395-6898 or at bvpwdir@buonavistaco.gov with any questions or concerns.

Sincerely,

TOWN OF BUENA VISTA

Greg Maggard
Public Works Director



BUENA VISTA HIGH SCHOOL

P. O. Box 2027, BUENA VISTA, CO 81211 719-395-7103 FAX 719-395-7106

*Athletics & Activities Director / Assistant Principal
Troy Baker*

September 6, 2016

Board of Trustees
Town of Buena Vista
Buena Vista, CO

RE: BVHS Cross Country Race – September 20, 2016

Dear Trustees,

Buena Vista High School and McGinnis Middle School host several events annually which bring multiple schools to our community. We embrace these opportunities because the events bring many people to visit and support our local businesses.

We host one event annually which does require use of town property. On Tuesday, September 20th we will be hosting our annual cross country race which will involve up to 20 cross country teams. We have been running the race for many years and it has proven to be a great success due to the quality course we are able to offer at River Park. I have included a map so that you can see the lay out.

Traditionally, the permit processing fee and soccer field rental fee have been waived for this event. We would like to ask for your support in waiving such fees for this year's race. BVSD, the town and BV Rec Department have worked together very well over the years in sharing facilities and space. It has been a great relationship and has allowed us to offer many activities for our students and community members.

I appreciate your consideration of this request. Most importantly, we would love to see you at the race or any of our school sponsored athletic and activity events, and witnessing the many great things our students are doing.

Thank you,

Troy Baker
BVHS/MMS Athletics Director

BUENA VISTA HIGH SCHOOL XC 5K COURSE

CHECK-IN
.....
START/FINISH

1 MILE

2 MILE

Arkansas River

Riverside Trail

South
Main
Subdivision

Soccer
Field

South Main St

Disc
Golf Course

Baseball
Fields

East Main St

CR-372

N



BUENA VISTA MIDDLE SCHOOL XC 3K COURSE

CHECK-IN
.....
START/FINISH

1 MILE

Arkansas River

Riverside Trail



Soccer Field

Disc Golf Course

Baseball Fields

South Main St

South Main Subdivision

N

CR-372

Main St



Dear Board of Trustees,

BVHS would first like to welcome you to the BV Demon's Homecoming game against the Platte Canyon Huskies on Saturday, September 17th. Along with the game BVHS Student Council is proud to coordinate the Homecoming Parade down East Main in our wonderful downtown. We have submitted a request to the BV Recreation to block off and use Main for the long standing tradition of the Homecoming Parade.

BVHS Student Council would like to encourage students, families, and community members to come cheer on all the Demon athletes in the parade as well as be a part of our small businesses on Main by stopping in to the new shops and the shops that have help established our downtown for years. We feel that this parade will help drive some Saturday morning traffic to our local business before the big game.

With this parade being downtown, BVHS Student Council would like to ask the Board to waive the application and use fee for East Main as we come together as a community that supports our students as well as families that support our business.

Go Demons!

Adam Fuller

Student Council Sponsor

701-936-4613



Buena Vista School District

113 N. COURT ST. / P.O. BOX 2027 / BUENA VISTA, CO 81211

August 24, 2016

To whom it may concern,

Chaffee County High School would like to use the Community Center kitchen on Thursday afternoons and Friday mornings for cooking and baking classes, and the Pinon Room for yoga and other physical exercise on Fridays. We would like to use these facilities throughout the school year.

We request that you waive the fees for this use as we are part of the Buena Vista School District and a non-profit organization.

Sincerely,



Mike Post
Principal

Phone: 719-966-9378

Email: mikep@bvschools.org



TOWN OF BUENA VISTA, COLORADO

FACILITY USE AND SPECIAL EVENT PERMIT APPLICATION INFORMATION



BV REC is here to help! Before you get started, please contact us to help confirm the date you desire is available. We will guide you to the correct documents, payment options and other requirements needed to complete application.
719-395-2408 / recsupervisor@buenavistaco.gov / P.O. Box 2002, Buena Vista, CO 81211

Name of Event: <u>Chaffee County High School cooking classes + yoga</u>	Date/s of Event: <u>Thursdays^{pm} + Fridays</u>	Date of Application: <u>8/24/16.</u>
---	--	--------------------------------------

Event Start Time: <u>9:30 AM</u>	Event End Time: <u>3 pm</u>
----------------------------------	-----------------------------

What time will you start setting up? <u>9:30 AM</u>	What time will you finish cleaning up? <u>3 pm</u>
---	--

Location of Event (include facility, park, streets, or route information if appropriate)

<input checked="" type="checkbox"/> Community Center	<input type="checkbox"/> McPhelemy Park	<input type="checkbox"/> Columbine Park	<input type="checkbox"/> Rocks & Ropes (Boulder Park)
<input type="checkbox"/> Aspen <input checked="" type="checkbox"/> Pinon <input checked="" type="checkbox"/> Kitchen	<input type="checkbox"/> Pavilion, which one _____	<input type="checkbox"/> Playground Only	
<input type="checkbox"/> Forest Square Park	<input type="checkbox"/> River Park	<input type="checkbox"/> South Main – Town Square	
<input type="checkbox"/> Full Park <input type="checkbox"/> Large Pavilion	<input type="checkbox"/> Small Pavilion <input type="checkbox"/> Large Pavilion		
<input type="checkbox"/> Rodeo Grounds	<input type="checkbox"/> Sports Facilities	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Arena & Grandstand <input type="checkbox"/> Event Area	<input type="checkbox"/> Soccer <input type="checkbox"/> Softball <input type="checkbox"/> BBall <input type="checkbox"/> VBall		

Description of Event (purpose, activity, target market, and if appropriate, attach a brief detailed narrative, diagram, etc.)

Kitchen - Thursday afternoons + Fri am's = cooking/baking class
Pinon Room - Fridays - yoga and physical exercise classes

Please check the items below that you will need for your event:

Barricades (\$15) Quantity: _____ Cones (\$15) Quantity _____ Event Fencing (\$25) Water/Electric Access (\$5)

The following items require site maps to accompany this application:

Use of Temporary Signs, complete attached site map (\$15) N/A

A full application is needed for the following items:

Liquor License Noise Permit Special Event Camping 200 + People in attendance

Street closure (Date/Time of Closure): _____

Applicant Name or Sponsoring Organization: <u>Chaffee County High School</u>	Contact Person: <u>Karen Young</u>
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Mobile Phone #: <u>719-395-5290</u>	Email: <u>kareny@bvschools.org</u>
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Mailing Address: P.O. Box 2027, Buena Vista, CO 81211

Estimated Number of Participants: <u>10-15</u>	Number of Spectators: <u>∅</u>
How many will be: On Site at once _____	Coming and Going throughout the event _____

I hereby certify that I am authorized by the sponsoring organization to submit this application and that all information provided herein is true and correct to the best of my knowledge.

Name: _____	Date: <u>8/24/16</u>
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FOR OFFICE USE ONLY	Total fees Due: _____	Paid with _____	Date: _____
Approved By: _____	Notified PW, if applicable _____		Entered in Calendar: _____
Deposit Received (if applicable): _____	Date: _____	Deposit Returned: _____	Date: _____



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

September 9, 2016

Subject: Request to waive fees for Community Center

Every year, per our bylaws, the Buena Vista Chamber of Commerce & Visitor Center must have an annual meeting. We have turned that meeting into a 'gala' to make it more fun for the attendees and a source of income for our budget. We have reserved the entire community center for Saturday, October 15, 2016. It usually takes us at least half of Friday to set up for the event and Sunday morning to tear down. I am writing this letter in hopes that you will consider waiving part, if not all, of the fees for the use of the building. I realize that you have expenses to meet with the building, but appreciate any support you might give in this matter. I am willing to list the Town of Buena Vista as a sponsor for the event.

Thank you for considering this request.

A handwritten signature in cursive script that reads "Kathrine".

Kathrine Perry
Executive Director



Scott Hartman
Voters Service Coordinator
League of Women Voters Chaffee County
719-395-4133/719-221-4580
email: shmhd@hotmail.com

To Whom it May Concern
Town of Buena Vista
September 2, 2016

Dear Sirs/Madams,

The League of Women Voters Chaffee County is planning to again host candidates and issues forums for the citizens of Buena Vista and Chaffee County in 2016, the dates to be determined. We host forums to provide the citizens an opportunity to hear the candidates and learn about the issues they will be voting on. Forums will be held using strict League of Women Voters non-partisan 501(c)(3) guidelines.

The League requests the fees required for use of the Pinon Room be waived for these public and educational forums.

Thank you,

A handwritten signature in blue ink that reads "Scott Hartman". The signature is written in a cursive, flowing style.

Scott Hartman
Voters Service Coordinator
LWVCC

Mission: The League of Women Voters Chaffee County is a non-partisan organization, encouraging informed and active participation of citizens in government and influencing public policy through education and advocacy. The LWVCC does not support or oppose candidates or political parties.

Forwarded message -----

From: **Jaimee** <pinkblonde1807@yahoo.com>
Date: Wed, Aug 24, 2016 at 9:57 AM
Subject: Re: Letter For Board Of Trustees
To: BV Recreation <recsupervisor@buenavistaco.gov>

On Aug 23, 2016, at 4:35 PM, Jaimee <pinkblonde1807@yahoo.com> wrote:

Hello,

My name is Jaimee Phelps. On September 11, 2016 I am putting on the second annual "Let's Find An Answer To Cancer" 5k fun run event. This a non-profit event and 100% of the proceeds will go towards Pancreatic Cancer research and help raise awareness. Last year, this event raised \$3,000 and I'm only hoping to come close to that again this year! I put this event on in memory of my father, Grant Phelps, who passed away in 2014 from this terrible disease. My hope is to help save someone else's family member with the money I raise. My cousin who is a pancreatic cancer survivor is coming from North Carolina to share her story and help raise hope!! This is a pretty simple event. It will take place at the Buena Vista river park. I am including a cookout after the event this year, as long as some raffles. I would love to put the \$50 for the event permit and the \$30 for the pavilion rental back into the pot to make us that much closer to the goal. Thank you for taking the time to hear about my event and considering waiving the fee for the event and pavillion. Any question for concern, please email me at pinkblonde1807@yahoo.com or call at [719-207-3774](tel:719-207-3774).

Thanks again, Jaimee Phelps

----- Forwarded message -----

From: **Amie Urbine** <AmieU@bvschools.org>

Date: Thu, Sep 8, 2016 at 6:30 PM

Subject: Permit fee waiver request-BV Strong Community Dinner

To: "recsupervisor@buenavistaco.gov" <recsupervisor@buenavistaco.gov>

Dear Board of Trustees,

Please consider waiving the special event permit fees for the Buena Vista Strong Community Dinner taking place on September 26th. This community event is completely funded by local donations and expenses are barely covered for the food, tables, and chairs. We are expecting around 3,000 people in attendance this year. I hope you will join in support of this great community event.

Thank you,

Amie Urbine and The BVSCD Planning Team



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

DATE: September 14, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator
SUBJECT: TOWN ADMINISTRATOR REPORT

Administration

Reminders:

- September 8 – CML District 13 Meeting in the Town of Coal Creek.
- September 26 – BV Strong Community Dinner at 5:45 PM.

GovConnection was selected for the new server project. A contract will be presented at the BOT meeting on September 28.

I will be on vacation September 12th – 16th and will call into the BOT meeting on September 14th.

I have been asked by the Colorado Municipal League to chair the research committee. The committee sets the research agenda and topics for the league for Colorado cities and towns. The commitment is once a quarter and as needed.

The Colorado Municipal League's Cities and Towns Week is September 12th – 18th and the Town of Buena Vista will host a touch a truck day in partnership with BVSD. Staff will share public announcements and give away goodies to volunteers and the public during that week.

The second trustee meeting in November falls on the night before Thanksgiving. Staff needs to know if the Board would like to reschedule that meeting or cancel it. Staff recommends rescheduling.

Recreation, Events, Trails, & Tourism

The FronTerra Group presented preliminary drawings of the park designs on August 29th. The baseball field has been shared with BVSD and remaining parks with the Recreation Advisory Board this month. The next steps are to develop probable costs and illustrate master plan concepts for staff review on September 13 prior to development designs.

The employee flu shot clinic is scheduled on October 4 from 7 am – 9 am at the community center. Most insurance will cover shots including the Town's plan.

The Safe Routes to School bicycle library is established and kids can now rent bikes for the school year. Staff and BVSD will partner on events during the school year.

Programming

- Swim lessons will continue through the fall at Mt. Princeton.
- Fall programming has started – Rec is adding three new programs this fall: flag football, women's volleyball and ceramics classes.

Events

- September 17 – is the Autumn Color Run
- September 20 – 24 is the ATV Historic Color Tour
- October 5 – Bike to school/work day
- October 9 – Sleeping Indian Hill Climb

Trails

- Trail building on Bacon Bits continues and is scheduled every Tuesday from 4 pm – 8 pm.
- Friends of Fourmile hosted Whipple Maintenance Day on August 22.
- Linda Skinner from BLM is hosting a National Public Lands Day event on September 24. Work will include Bacon Bits and other activities. Lunch is provided.
- C.R. 317 trail has been paved and is completed.

Main Street & Creative District, Community/Economic Development Initiatives

BV Creates hosted a kick-off meeting with local artists to assist with moving creative initiatives forward in town. A creative industries assessment was distributed with a call to action. These are steps outlined in the Call Yourself Creative program that is designed to help communities interested in become a creative district.

A draft of the RFP for the economic vitality strategy will be reviewed by the Economic Vitality Advisory Board this month. The plan is to publish the RFP early October.

Staff submitted a grant to DOLA for the broadband strategy. Since the grant is smaller, paperwork will be in the form of a purchase order issued by DOLA.

Staff met with BV Heritage to seek permission to place radios in the cupula for our broadband pilot project. The cupula is the highest structure in downtown and is an important element in the project. They approved the placement of the radios.

Staff is attending the Downtown Colorado, Inc. conference in Pueblo September 20th – 23rd. Staff will accept the Governor's Award for Downtown Excellence for the Best Use of Public Space in a Small Community for the splash park.

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: September 14, 2016
TO: Mayor and Board of Trustees
FROM: Michelle Stoke, Town Treasurer
AGENDA ITEM: Treasurer's Report

Town Expenditures

Since the August 24, 2016 report, the Town has issued:

- 110 Accounts Payable checks for Town expenditures for a total of \$153,656.76.
- ACH withdrawals to the IRS, FPPA, and Colorado Department of Revenue for \$41,175.29 for the pay periods ending 8/13/2016 and 8/27/2016
- Net payroll of \$59,483.93 and \$52,831.93 for the same pay periods respectively.

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 - \$ 131,271.81
- Water Fund - \$ 22,562.25
- Capital Improvement - \$ 11,985.08
- Airport Enterprise Fund - \$ 29,012.91
- Total all Funds - \$ 194,832.05

Large expenditures this period:

- Ascent Aviation for \$16,462.19 for fuel inventory.
- CCOERA for \$3,062.11 for employer and employee funded retirement contributions.
- McFarland Oil for \$3,025.59 for July gasoline purchases.
- Scheuber + Darden Architects for \$2,000.00 for the Economic Development on-site condition assessment.
- TFG Design for \$2,780.00 for the Park Infrastructure Plan site visit.
- USA BlueBook for \$3,320.22 for a Free Chlorine Probe and supplies.
- Wright Water Engineers for \$2,742.50 for water engineering services for June.
- CEBT for \$37,997.41 for September Employee Health Insurance. Includes both employer and employee portions.
- Dale Enck for \$2,100.00 for Municipal Court Legal Fees

- Delta Dental for \$2,746.78 for September Dental Premiums includes employer and employee portions.
- Heart of the Rockies Regional Med Center for \$2,792.36 for September lease on Police Station Building.
- Hoffmann, Parker, Wilson & Carberry for \$12,658.18 for July Legal fees, mostly attributable to the Board of Trustee meeting, Planning, Admin and PD.
- Jviation for \$3,909.88 for fees related to the Master Plan and the Carpenter Land Acquisition.
- ACA Products for \$8,188.95 for Asphalt and Concrete for Street Improvements and Maintenance.
- DPC Industries for \$3,071.71 for Caustic Soda & Chlorine for the Water Plant
- Municipal Emergency Services for \$2,519.31.
- OpenGov for \$6,633.33 for Financial Transparency Website.
- Pinnacol Assurance for \$9,615.08 for Worker's Comp premium, the eighth out of nine installments.

This concludes my report at this time.

Michelle Stoke, CPA
Treasurer



Town of Buena Vista

Fund Balance Report

As Of 09/07/2016

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
01 - General Fund	1,795,650.31	2,229,170.38	2,277,012.00	1,747,808.69
02 - Water Enterprise Fund	6,719,421.03	662,400.66	753,024.63	6,628,797.06
03 - Capital Improvement Fund	973,053.65	238,342.15	317,161.96	894,233.84
04 - Conservation Trust Fund	73,615.73	17,176.83	0.00	90,792.56
05 - EV Charging Enterprise Fund	0.00	0.00	0.00	0.00
07 - Airport Enterprise Fund	3,079,434.91	348,678.39	297,264.99	3,130,848.31
Report Total:	12,641,175.63	3,495,768.41	3,644,463.58	12,492,480.46



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	316,598.70	2,025,020.79	-87,162.71
120 - Town Clerk	18,105.92	18,105.92	2,699.50	13,551.00	4,554.92
125 - Municipal Court	26,705.52	26,705.52	2,146.50	26,560.57	144.95
210 - Police Department	1,154.08	1,154.08	735.75	5,670.75	-4,516.67
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	2,549.86	54,605.41	20,065.07
320 - Community Center	4,888.64	4,888.64	1,280.25	7,140.25	-2,251.61
410 - Public Works	6,883.12	6,883.12	60.00	2,230.00	4,653.12
415 - Street Maintenance	539.76	539.76	90.00	660.00	-120.24
510 - Parks Department	5,647.60	5,647.60	95.00	15,224.50	-9,576.90
515 - Rodeo Grounds	366.48	366.48	480.00	600.00	-233.52
520 - Cemetery	4,961.28	4,961.28	50.00	9,495.00	-4,533.72
550 - Recreation Department	26,572.64	26,572.64	2,206.15	60,378.32	-33,805.68
Revenue Total:	2,115,883.92	2,115,883.92	329,026.71	2,221,391.59	-105,507.67
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	5,810.27	36,843.26	-4,079.26
115 - Elections	3,225.36	3,225.36	0.00	4,211.54	-986.18
120 - Town Clerk	66,076.16	66,076.16	8,397.42	52,909.11	13,167.05
125 - Municipal Court	48,165.36	48,165.36	6,709.50	47,857.14	308.22
130 - Town Administrator	229,438.64	229,438.64	38,776.08	296,987.17	-67,548.53
135 - Financial Administrator	130,300.40	130,300.40	22,868.07	132,939.30	-2,638.90
140 - Town Hall Operations	20,485.44	20,485.44	1,437.49	14,203.65	6,281.79
150 - Public Support	433,365.52	433,365.52	9,769.82	80,141.83	353,223.69
160 - Information Technology	73,877.60	73,877.60	8,542.43	60,428.28	13,449.32
210 - Police Department	566,363.28	566,363.28	92,890.81	609,954.38	-43,591.10
220 - Public Safety Complex	13,925.44	13,925.44	575.20	7,801.62	6,123.82
230 - Volunteer Fire Department	145,927.12	145,927.12	27,422.00	167,432.80	-21,505.68
310 - Planning (Development)	216,919.44	216,919.44	30,463.40	226,197.26	-9,277.82
320 - Community Center	21,924.48	21,924.48	1,886.23	9,992.38	11,932.10
330 - BVTV - Public Access Television	3,056.88	3,056.88	200.00	3,200.00	-143.12
410 - Public Works	251,828.32	251,828.32	41,987.07	274,191.02	-22,362.70
510 - Parks Department	142,091.28	142,091.28	22,760.49	128,380.58	13,710.70
520 - Cemetery	7,153.04	7,153.04	2,060.85	5,803.89	1,349.15
550 - Recreation Department	121,381.68	121,381.68	18,862.48	117,487.78	3,893.90
Expense Total:	2,528,269.44	2,528,269.44	341,419.61	2,277,012.00	251,257.44
Total Surplus (Deficit):	-412,385.52	-412,385.52	-12,392.90	-55,620.41	-356,765.11

Fund Summary

Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
01 - General Fund	-412,385.52	-412,385.52	-12,392.90	-55,620.41	-356,765.11
Total Surplus (Deficit):	-412,385.52	-412,385.52	-12,392.90	-55,620.41	-356,765.11



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	2,353.23	162,588.77
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	238,342.15	571,387.77
Expense					
16 - Depreciable Assets	12,728.24	12,728.24	0.00	9,100.00	3,628.24
45 - Capital Outlay	13,328.00	13,328.00	0.00	1,700.00	11,628.00
46 - Debt Service	166.56	166.56	0.00	250.00	-83.44
48 - Capital Improvements	1,007,044.24	1,007,044.24	19,442.03	306,111.96	700,932.28
Expense Total:	1,033,267.04	1,033,267.04	19,442.03	317,161.96	716,105.08
Total Surplus (Deficit):	-223,537.12	-223,537.12	28,309.39	-78,819.81	-144,717.31

Capital Improvement Fund Income Statement

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

Fund Summary

Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
03 - Capital Improvement Fund	-223,537.12	-223,537.12	28,309.39	-78,819.81	-144,717.31
Total Surplus (Deficit):	-223,537.12	-223,537.12	28,309.39	-78,819.81	-144,717.31



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	95,421.09	599,101.42	-64,297.50
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	130.78	3,381.78	535,350.22
Revenue Total:	1,141,094.16	1,141,094.16	107,651.87	661,383.20	479,710.96
Expense					
41 - Personnel	181,917.76	181,917.76	33,221.25	195,534.26	-13,616.50
42 - Supplies	46,914.40	46,914.40	7,589.85	46,686.50	227.90
43 - Utilities / Insurance	18,192.72	18,192.72	1,295.37	16,693.23	1,499.49
44 - Services	87,884.08	87,884.08	3,488.61	72,912.38	14,971.70
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	7,082.50	284,210.40	477,151.60
Expense Total:	1,157,586.96	1,157,586.96	52,677.58	753,024.63	404,562.33
Total Surplus (Deficit):	-16,492.80	-16,492.80	54,974.29	-91,641.43	75,148.63

Fund Summary

Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
02 - Water Enterprise Fund	-16,492.80	-16,492.80	54,974.29	-91,641.43	75,148.63
Total Surplus (Deficit):	-16,492.80	-16,492.80	54,974.29	-91,641.43	75,148.63



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	10,123.73	172,879.65	112,431.07
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	11,328.57	348,068.39	636,504.49
Expense					
41 - Personnel	120,981.52	120,981.52	22,548.06	119,379.29	1,602.23
42 - Supplies	17,450.32	17,450.32	2,514.46	16,885.26	565.06
43 - Utilities / Insurance	30,026.72	30,026.72	1,564.64	28,984.58	1,042.14
44 - Services	216,938.00	216,938.00	3,785.50	105,164.92	111,773.08
45 - Capital Outlay	1,660.16	1,660.16	1,088.49	1,406.75	253.41
48 - Capital Improvements	582,775.36	582,775.36	3,909.88	25,444.19	557,331.17
Expense Total:	969,832.08	969,832.08	35,411.03	297,264.99	672,567.09
Total Surplus (Deficit):	14,740.80	14,740.80	-24,082.46	50,803.40	-36,062.60

Fund Summary

Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
07 - Airport Enterprise Fund	14,740.80	14,740.80	-24,082.46	50,803.40	-36,062.60
Total Surplus (Deficit):	14,740.80	14,740.80	-24,082.46	50,803.40	-36,062.60



Town of Buena Vista
Public Works Operations Report
August 2016

Water Department

1. Average Consumption

2014=423gpm
2015=559gpm
2016=559gpm

Average Production

2014= 529gpm
2015= 636gpm
2016= 674gpm

Monthly Loss

2014=20%
2015=12 %
2016=17%

Ivy League Internal Loss

2014= Unknown%
2015= Unknown%
2016=49% (739,000 gal)

2. Continue weed eradication at gallery and intake
3. Continue analyzing meter reading based water loss analysis
4. Continue Surface Treatment Plant start-up analysis (RG Waterworks)
5. Awaiting approval of projects need assessment for State Revolving Fund funding
6. Performed 1-meter change-outs
7. Continue hydrant flushing program
8. Continue water loss analysis and investigation
9. Installed 3 new taps

Total New Taps

- 2013-9
- 2014-26
- 2015-15
- 2016-14

SFE's Remaining (infrastructure)

- 430.8

10. Monthly required sampling conducted. No issues detected

Street Department

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

Parks Department

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

Building Maintenance

1. Routine janitorial services
2. Repairing shower coin collector following vandalism

Capital Improvement Projects

- **Beldan Road Waterline Project**-Paving complete. Striping forthcoming.
- **Gregg Drive Trail Paving**-Awaiting completion of IGA with CDOT. Work to commence Spring 2017. Possible reallocation of grant funds to Arizona Project to be discussed with CDOT at TPR meeting.
- **Rodeo Road Trail Paving**-Paving completed. Town staff will stripe and sign trail.

Miscellaneous

- HWY 24 construction has begun. Greg will attend weekly status meetings and will keep the board updated on project.
- Work order software has been installed and should be operational within a month.

Respectfully Submitted,



Greg Maggard, Public Works Director