



AGENDA
FOR THE BOARD OF TRUSTEES
OF THE TOWN OF BUENA VISTA, COLORADO
September 28, 2016

6:00 PM – Work Session Regarding Chaffee County Housing Needs Assessment & Strategy

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. PROCLAMATION – FIRE PREVENTION WEEK OCTOBER 9-15, 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 – September 14, 2016
2. Planning & Zoning – September 7, 2016
3. Airport – July 19, 2016

B. Should the Board of Trustees approve Resolution #90 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING DONNA SHAFFER AS A REGULAR MEMBER AND SUE KUKLIN AS AN ALTERNATE MEMBER OF THE TOWN OF BUENA VISTA BEAUTIFICATION ADVISORY BOARD.”?

C. Should the Board of Trustees approve Resolution #91 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING DAN ROBERTSON A REGULAR MEMBER OF THE ECONOMIC VITALITY ADVISORY BOARD.”?

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

IX. BUSINESS ITEMS

A. Presentation Regarding Detox & Rehabilitation Facility Proposal.

The Board will review a request for the donation of land by Relentless Ministries for a Detox and Rehabilitation Facility.

This Agenda may be Amended

Posted at Buena Vista Town Hall, www.buenavistaco.gov, Post Office, and Public Library on
Friday, September 23, 2016

- B. Should the Board of Trustees approve adoption of Resolution #92 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO FORMALLY DESIGNATING THE STAGE AND RAIL TRAIL.**"?

The Board will review a resolution supporting the designation of the Stage and Rail Trail and dedicating staff to the governing board responsible for the project.

- C. **PUBLIC HEARING – TABLED FROM SEPTEMBER 14, 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.**"?

A request for a minor subdivision to create three nonresidential lots from one parcel.

- D. **PUBLIC HEARING** – Should the Board of Trustees of the Town of Buena Vista approve adoption of Resolution #93 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPROVING A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 209 NORTH COLORADO, BUENA VISTA, COLORADO.**"?

A request for a Special Use Permit to create an accessory dwelling unit (ADU) behind the existing home.

- E. Should the Board of Trustees approve adoption of Resolution #94 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING A GRANT AGREEMENT WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR THE BUENA VISTA COMMUNITY BROADBAND INFRASTRUCTURE PROJECT.**"?

The Board will consider a grant agreement from the Department of Local Affairs to fund the Broadband Pilot Infrastructure Project.

- F. Everbridge Mass Notification and Community Engagement Agreement for Chaffee County.
The Board will consider an Service Agreement from Everbridge to provide services to the Chaffee County 911 Board.

X. STAFF REPORTS

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

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 23, 2016

Town of Buena Vista, Colorado
Mayor's Proclamation

WHEREAS, the Town of Buena Vista is committed to ensuring the safety and security of all those living in and visiting Buena Vista; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 369,500 home fires in 2014, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority (84 percent) of all U.S. fire deaths;

WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and

WHEREAS, three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and

WHEREAS, all smoke alarms should be replaced at least once every ten years; and

WHEREAS, the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm;

WHEREAS, Town's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Town's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

THEREFORE, I Joel Benson, Mayor of the Town of Buena Vista, do hereby proclaim October 9-15, 2016, as Fire Prevention Week throughout the Town. I urge all the people of Buena Vista to find out how old the smoke alarms in their homes are, to replace them if they're more than 10 years old, and to participate in public safety activities and efforts of Town's fire and emergency services during Fire Prevention Week 2016.

TOWN OF BUENA VISTA, COLORADO

JOEL BENSON, MAYOR



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

September 14, 2016

WORK SESSION – Joint Work Session with Recreation Advisory Board Regarding Recreation Master Plan Board of Trustee members present for the work session: Mayor Joel Benson, Trustees Lawanna Best, Eric Gibb, Mark Jenkins, Duff Lacy and Dave Volpe. Staff present: Recreation Supervisor Emily Osborn, Recreation Program Coordinator Ashley Davis, Fire Chief Dixon Villers and Town Clerk Janell Sciacca. Recreation Advisory Board members present were Dan Hamme, Gary Crowder, Marcus Trusty, McKenzie Lyle, Julie Robinson, and Luke Urbine.

Richmond, Rec Board Co-Chair, opened the work session. Richmond reported he has been on the board for 15 years and the group is happy and excited to be addressing the Trustees. Osborn thanked the Trustees and stated the group is excited about what the future holds for BV Rec. She shared the Board's Vision and Mission which were recently adopted a little over 2 months ago and also the Rec Department Vision and Mission. Osborn briefly reviewed the scope of the Master Plan from the Executive Summary. Davis reviewed the current facilities managed by the Rec Department. She also reviewed some safety concerns of the Town's insurance company CIRSA, specifically railings and back enclosure at the Rodeo Grounds and surface depth, border and ADA accessibility of the Community Center. She then reviewed the short term goals being Community Center maintenance, Skate Park / Perimeter, Whitewater Park maintenance, McPhelemy Park slab covering, and Splash Park covering. Hamme addressed the Ice Rink project noting issues have been identified with the current proposed location. The best alternative location identified is across from the Community Center in the River Park. Hamme also reviewed the anticipated rink costs. The board is looking at donations of labor and materials and working with local businesses to conduct fundraisers. The rink will be used for other activities throughout the year when not in use for hockey. Crowder reviewed goals for the Rodeo Grounds and grandstands noting they were constructed in 1936 and designated a State Historical Landmark in 2015. He reviewed some of the items needed such as speakers, a concession stand rebuild, maintenance of corrals and chutes and the grandstands. Osborn noted the current annual operating budget for the Rodeo Grounds is only \$750 and she asked that the Trustees keep that in mind during the upcoming budget process. Trusty reviewed the proposed long range improvements which include a Gym Facility for programming, updating the west entry to the Community Center to include a reception area for Rec Offices, updates to Millie Crymble Park, restoration of Forest Square Park basketball court and construction of pickle ball court and buildout of Sunset Vista IV Park. Richmond reviewed the priority of needs. He reminded the Trustees that in 2013 the Town Administrator recommended hiring a Rec Director, which occurred in 2014. In July 2015 the Rec Director requested a full-time additional employee to manage special events, facility rentals, etc. Richmond stated there were two approaches to resolve the staffing matter – hire new staff or obtain and implement systems to help offset the increased population and programming needs. There was a brief question and answer session followed by distribution of draft Master Plan which is proposed for adoption by Resolution of the Trustees on September 28, 2016. The work session ended at 6.54 PM.

CALL TO ORDER :20

A Regular meeting of the Board of Trustees was called to order at 7:01 PM on Wednesday, September 14, 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, and David Volpe. Town Staff present were Town Administrator Brandy Reitter (by phone for beginning portion of the meeting), Town Attorney Kathryn Parker, Principal Planner Mark Doering, Treasurer Michelle Stoke, Police Chief Jimmy Tidwell, Fire Chief Dixon Villers, Public Works Director Greg Maggard, Assistant to the Town Administrator Emily Katsimpalis, IT Administrator Larry Deffenbaugh and Town Clerk Janell Sciacca.

ROLL CALL :28

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

PLEDGE OF ALLEGIANCE :42

Mayor Benson led the Pledge of Allegiance.

PROCLAMATIONS

A. ATV Color Tour Week – September 19-24, 2016 **01:20**

B. CITIES AND TOWNS WEEK – September 12-18, 2016 **02:54**

Mayor Benson read the proclamations into the record and signed each declaring September 19-24, 2016 ATV Color Tour Week and September 12-18, 2016 Cities and Towns Week.

AGENDA ADOPTION 04:58

Mayor Benson reported that Town Administrator Brandy Reitter was appearing by telephone.

Gibb requested the addition of a Business Item to discuss the Town's involvement in the Community Dinner. Benson requested moving letter D off the Consent Agenda due to the last minute changes that were transmitted to the Trustees after the packet was distributed. Benson also requested moving Resolution #89 up to the first Business Item so that Reitter did not have to stay on the telephone for the entire meeting.

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

CONSENT AGENDA 07:10

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

Benson requested the August 24 minutes be edited on page 2 to change Christy to Kristen as well as add a note on the Town Treasurer report that the increase in sales tax has a lot to do with the sales tax on jet fuel.

Motion #2 by Trustee Volpe and seconded by Trustee Lacy to approve the Consent Agenda as amended with amended August 24 minutes and item D – Resolution #85 being removed to Business Items. **Motion carried, 5-0.**

PUBLIC COMMENT 08:28

Luke Urbine, 513 Park Lane, and business owner at 317 East Main, requested the Town do something about the condition of the Town alleys. He stated the alley behind Subway going North and the alley behind East Main street are full of potholes. The alley on East Main is constantly in use and should be graded more frequently. He felt the shape of the alleys would also make it hard for emergency use as well.

Dave Butler, 30841 CR 356-4, addressed the RC (Remote Control) airfield. When created there were only a handful of people using it and there is increased interest in aviation and they are now seeing over 100 people a week visiting or flying. Butler requested the Town consider expansion with a runway from east to west. The current runway is 402 feet and runs north and south. Butler also stated the Police Department was doing a fabulous job of monitoring the airstrip and keeping unwanted users off it.

Reed McCullough, 17559 CR368, introduced himself stating he is back involved with the Chaffee Housing Trust which was formed in 2008 after the first housing assessment which recommended formation of a nonprofit to take on the job of offering low cost ownership opportunities to qualified buyers who are 80% of area median income or below. The group achieved Community Housing Development Organization

aka CHDO status with the Federal Government for Chaffee County which provides for operating and project funding. The recession took a toll on the trust and the status went away when they went dormant. The new assessment, specifically pages 60-65, provides data for discussion on moving forward and he encouraged the Trustees to read the document. The Housing Trust is again seeking CHDO status with an application that was submitted to the Division of Housing. CHDO is looking for local government support in the form of dollar for dollar grant match funds and he is requesting all the jurisdictions include a line item in their respective budgets. McCullough encouraged the Trustees to sit contact him to down one-on-one to talk about the document and affordable housing in general.

Maisie Ramsay, 201 La Plata, read a letter into the record on behalf of Colorado Central Telecom CEO Ralph Abrams regarding the Town of Buena Vista Broadband proposal on the agenda. A copy of the letter was provided for the official record.

RESPONSE TO PUBLIC COMMENT 23:14

Mayor Benson agreed with Urbine's comments about the condition of the alleys and asked Maggard to address the matter. Maggard stated materials could be brought in to fill in holes. He noted some alleys might have deteriorated due to the traffic that is attempting to elude the Highway construction. Urbine encouraged him to take a look at the manhole cover right behind Los Girasoles. Maggard will talk to the Sanitation District on that one. Benson thanked Butler for the crosswind runway expansion request. The Board will evaluate it along with all the other requests during budget. Benson requested McCullough provide his contact information to the Town Clerk for distribution to the Trustees. He also requested Trustees get access to the Study and asked Sciacca to facilitate that. Benson then thanked Ramsay for reading the letter and noted the Trustees would be addressing the agreement later in the agenda and thanked her for bringing Colorado Central Telecom's concerns to the Board's attention.

BUSINESS ITEMS

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.**" 27:15

Reitter reviewed the presentation slides in the packet for the Trustees and viewing public. She stated this is an affordable housing effort. The Town has been talking quite a bit about affordable housing and the Board asked her to find other options if the Urban, Inc. low income housing tax credit project doesn't work out. This is a result of that and she was seeking Board interest and support.

Following Reitter's presentation Volpe inquired where the proposal came from. Specifically, was it a citizen driven objective or other. Reitter replied it is a combination of citizens but also Staff. While there isn't a specific citizen champion, it is a result of housing needs in Buena Vista and the feedback received from the community during affordable housing conversations. Best felt the Town was building the foundation for the growth of the Town and the more time spent looking into every aspect, especially if grants are provided, led her to believe the Town should go after it. Jenkins questioned the financial commitment. Benson clarified with Sellars that if the money is not appropriated in the budget there is no commitment and this would be more of a placeholder. Sellars agreed. Benson requested Reitter explain foundation monies that might be available. Reitter stated that she reached out to the State last week about the \$35,000 commitment. The State said the foundation provides up to \$250,000 for predevelopment costs and the community can decide how to use it. This would be a reimbursement grant and while the Board cannot commit itself (inaudible). Benson clarified the \$35,000 could still come from the State. Jenkins questioned the commitment language in resolution section 3. Sellars clarified that the budget has not been approved and if the Board does not appropriate the funds they don't appropriate the funds. Gibb asked if there was an interview process for qualification to live within the housing. Reitter replied applicants do have to income-qualify with the tax credit property manager. Gibb also asked if samples of artwork were required to qualified. Reitter replied the management company would make sure everything such as income, employment, sector, creative business, etc. This is not new and there are templates available. Gibb stated while he is interested in doing things rather than planning them, he

hated to throw cold water on this when the Staff works so hard to bring such tremendous opportunities to the Board. However, he feels the Boards job sometimes is to protect Staff from itself and this involves a steering committee, dedication of Staff resources, commitment of funds, a pledge to participate up to 10%, there might/might not be grants, and it involves a feasibility study, an arts survey and a demonstration of an Art community to support it. Gibb felt that while it is affordable housing, it might be somewhat restricted to a particular minority section of the community and he believed the Town needed more affordable housing for nurses, state, and retail employees, etc. He is a big supporter of back up plans to the Urban, Inc. plan but he is looking more for local developer options and generalized affordable housing. The Town Staff has an enormous amount of work on its plate and he felt he should vote No to protect the Staff from itself. Lacy asked if this would be considered permanent housing. Reitter replied yes and it is considered work force housing. Lacy stated that the recent assessment listed permanent housing as one of the highest recommendations. He also noted this involves creative enterprises not just creative artists which could include manufacturing businesses. Lacy additionally pointed out the presentation indicates the required funding is up to \$35,000 which might be done through grants. He is leaning toward supporting this as it accomplishes permanent housing which is highly stressed in the assessment. The Town has to do the studies and feasibility because the Town is so upside down. Lacy added that the Arts community has always talked about this. He then questioned that if we don't do this, where do we go and the Town has to start looking at permanent housing. Benson stated there are some good pros and potential cons and a lot of opportunity costs and he felt this would add to Staff overload. He ended by stating the Board has a lot of potential expenditures coming and they have to weigh all it out during budget season.

Motion #3 by Trustee Best and seconded by Trustee Lacy to approve Resolution #89 as presented.
Motion carried, 3-2 with Gibb and Jenkins voting Nay.

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? 01:02:54

Reitter hung up her phone and left the meeting. Applicant Robbie Johnson read portions from the written request in the packet. She also provided a petition containing 41 signatures in support of the change. Johnson then requested a waiver of the Town application fee of \$500. Sciacca presented the Staff Report. She noted one change in the report stating the Town Attorney had contacted her earlier in the day to advise that a petition proving the needs and desires was actually required in this particular circumstance and Johnson did present that this evening. Sciacca stated the application was in order and she reviewed the two required motions for the Board. Gibb inquired if the current owners paid an application fee to transfer the previous license. Sciacca replied yes and that occurred almost 1 year ago as the current license expires in October.

The Public Hearing was opened and there being no one wishing to address the item, the floor was closed to public comment. Benson clarified that grounds for denial are moral misconduct. Sellars agreed. Sciacca added that and violations. Gibb stated the Lariat has been a great member of the community since arriving and have provided employment opportunities for young community members who might not have otherwise been able to find a job. He stated he would make an exception to the policy not to waive application fees as it seemed inappropriate to charge another fee because they already paid not knowing this change was coming and while they are doing this for their business they are also doing this as an advantage to the community and to provide employment to the young people.

Motion #4 by Trustee Gibb and seconded by Trustee Jenkins to approve the 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 as presented. **Motion carried, 5-0.**

Lacy felt this was a choice and the application fee was the cost of doing business. Best felt maybe the renewal fee of \$175.00 was more appropriate.

Motion #5 by Trustee Lacy to deny the \$500 application fee waiver request. The motion died for lack of a second.

Motion #6 by Trustee Gibb to waive the Town application fee as requested. The motion died for lack of a second.

Motion #7 by Trustee Best and seconded by Trustee Jenkins to charge the annual renewal fee of \$175.00 Motion carried, 4-1, with Lacy voting No.

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.”? 01:18:00

Applicant Steve Wartman stated he is following up on the requirement for a Minor Subdivision. He felt the whole City block was not done correctly. Wartman stated he is the 5th or 6th owner of the property and none of the other owners were required to do this so he is the one stuck with the \$300 fee.

The Public Hearing was opened and there being no one wishing to address the item, the Public Hearing was closed.

Doering presented the Staff Report and reviewed a PowerPoint presentation detailing the specifics of the proposed project. The Planning and Zoning Commission and Staff recommend approval. Lacy stated this presentation was different that the initial one seen about 6 months ago and stated this should have been done a long time ago. Doering replied it should have been done any time after 1975 when it was required under State law. Lacy asked how many years ago the Board approved another special use. Doering replied there was no previous special use on this property and instead the Town changed its rules in 2010 to allow muffler, tire, windshield, or lubrication services with an SUP in the B-1 zone district, but none was ever applied for on this property. Lacy agreed with this application, but his point it why wasn't it done before and the Town has waived the fee in the past for someone catching up for something that should have been done before. This particular Board has done it. Doering agreed and reported Staff has created a new reduced fee for a new process that will be include in the UDC for a correction plat. He added there are a significant number of properties in Town that have been illegally subdivided and the Town will continue where possible to require subdivisions to meet the Town and State criteria.

Motion #8 by Trustee Best and seconded by Trustee Gibb to approve Resolution #86 as presented. **Motion carried, 5-0.**

Motion #9 by Trustee Lacy to refund the \$300 application fee for this application. The motion died for lack of a second.

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.”? 01:27:03

Benson reported the recommendation is to table this item to September 28, 2016. The Public Hearing was opened and there being no one wishing to address the item, the Public Hearing was closed. Doering noted the subdivision is in place with exception of installation of public improvements. Those details are still be worked out to be placed in an agreement so Staff wants to have all its ducks in row before hitting the pond. Jenkins inquired about the difference between a DIA and a PIA. Doering replied these are Development Improvement Agreement and Public Improvement Agreement. One is for when a subdivision is not needed and the other is done when there is a subdivision required and it addresses the developer installed improvements and timing.

Motion #10 by Trustee Lacy and seconded by Trustee Jenkins to continue Resolution #87 to September 28, 2016. **Motion carried, 5-0.**

Noe Minor Subdivision Infrastructure Request. 01:29:17

Benson reminded of the presentation that occurred a couple meetings ago regarding the subdivision of this property and the request for assistance to remove the boulder in the alley along. He also reminded the Board of the associated policy conversations that have occurred. Doering reviewed a map of the proposed subdivision noting there is one visible boulder toward Evans Street. He directed the Board to the written request with associated estimates in the packet from the applicant.

Jenkins stated he has concerns about the Town paying for this and felt the estimate for removal of the boulder could be much higher. Doering added that the Sanitation District is requiring scoping of the line before and after construction and will be assessing costs if the line is damaged. Best was concerned that this fee should not be waived as the Board has to run the City and she didn't think the Board should waive this fee. Benson stated he is ever more on the side that this is private enterprise and he would rather take the money and put it toward non-profit uses and as playground equipment. Jenkins felt the Board could open a can of worms if they were to approve this. Lacy pointed out that it is in the report that the applicant does not say this is affordable housing so there is no deed restriction – it is for profit and the actual estimate was done by the property owner's own contracting business

Motion #11 by Trustee Best and seconded by Trustee Lacy to deny the request for the Town to pay to remove boulder in the alley for the applicant using the Town's fund balance from the infrastructure investment fund. **Motion carried, 5-0.**

The Board took a 5-minute break at 8:36PM and returned to session at 8:41PM. **01:34:40**

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.**"? **01:39:09**

Deffenbaugh presented stating this is basically to put the wireless network in between all the Town locations. The Town is using a licensed spectrum of 80GHz and the unlicensed spectrums used by companies like Colorado Central Telecom use are 900, 2 or 5 GHz. This was done to eliminate the possibility of interference with other Town providers. Right now there is only 60GHz coming in to Town Hall and 4GHz going up. This project will provide 700GHz. Lacy asked whose hand gets held to the fire if it doesn't work. Deffenbaugh replied that is why this is a small project to make sure it is going to work. Gibb stated he did not understand how Colorado Central Telecom could be the one to install and service this but then say they are concerned about it. Deffenbaugh stated he approached Colorado Central Telecom to work with the Town several times on this project and they denied to work with him at all. He has approached them several times since then and they want to sell the Town an internet connection, but it is not what the Town needs to conduct operations properly. Gibb clarified that cost is \$44,000 and Deffenbaugh replied it is with a DOLA match of 50%. Gibb questioned a commitment for next year's budget. Benson stated he was not sure it was in this year's budget and Stoke believed it was. Gibb supports connecting the municipal facilities, but questioned the decision to put this in River, McPhelemy and Columbine Parks since they are not widely used for 9 months out of the year. It might be better to have this on Main Street in the Downtown for visitors. Deffenbaugh replied the thought was to go ahead and cover the parks with the grant monies because they are more expensive. The addition of Main Street is not such a large expense and can easily be added, but the main idea is to get something in and make sure it is feasible to operate and works. Deffenbaugh doesn't want to make a big dollar mistake. There was clarification that the parks were more difficult to add due to line of sight from Town Hall. Deffenbaugh also clarified the Water Plant was added for the ability to add cameras for security purposes. Benson asked if the \$44,000 pays for Phases I and II. Deffenbaugh replied it pays for both parts of the original presentation and the addition of the Water Plant. Benson recalled seeing a clause that the equipment will be owned by Affiniti. Deffenbaugh stated his understanding is that it will be the Town's equipment but Affiniti will manage it. Volpe asked if this will replace fiber optic until we can run it. Deffenbaugh replied a next phase is to do a full broadband study and this is something that can be done short term rather quickly and the things that came out of the broadband presentation were that the PD would like to have the ability to look up license plates from their cars and Fire could access maps to see where they are

going or if there are any hazardous materials at a location. Even if fiber is installed, this will always be there and will be a good solid back up network. Gibb asked if there was a way to measure usage for consideration when looking at funding in the future. Deffenbaugh stated they should be able to see every device accessing the network. Benson informed the Board this would be a 36 month / 3 year deal with an annual renewal option and the Town will pay \$1,150/month for service and support which could change after the 3 years and Affiniti will maintain and replace equipment at no cost to Town. Deffenbaugh stated he will retire someday and the reason for having an outside company to manage this is so the Town keeps going after he is gone. There will be some savings when the current internet connections are eliminated. Lacy read from the contract section that indicates Affiniti equipment is and shall remain the property of Affiniti regardless of where installed and inquired if the Town will be purchasing equipment so therefore it would not be Affiniti's equipment. Best stated that after the 3 years whose equipment is it or if on termination of the 3 year contract Affiniti will just come get what belongs to them. Benson stated that Affiniti will remove Affiniti equipment and then the Town will own the equipment it purchases and will be responsible for its maintenance.

Motion #12 by Trustee Best and seconded by Trustee Lacy to approve Resolution #88 as presented. **Motion carried, 4-1.** Best, Aye; Gibb, Aye; Jenkins, Aye; Lacy, Nay; Volpe, Aye.

Lacy stated he is still concerned with the issue raised by Ramsay. Benson replied this could not be addressed tonight but the Trustees need to coordinate with the Town Administrator on how to improve this.

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).**"? 01:55:12

Sellars stated the Town received notice from the ACLU regarding the current panhandling code. There is a case in Grand Junction that has resulted in the Court ruling that panhandling activities are protected under free speech and the ACLU is going after most municipalities in Colorado to strike down their provisions. The ACLU only took issue with one part of the code, but Parker felt it would be best to just strike the entire section. Tidwell was fine with the change

Motion #13 by Trustee Lacy and seconded by Trustee Volpe to approve Ordinance #17 as presented. **Motion carried, 5-0.**

Metered Water Loss Billing Proposal for Ivy League. 01:56:54

Benson reminded the Trustees were introduced to this a couple meetings ago and directed the Trustees to the draft letter and memo. Maggard reported this was being proposed to be provided to Ivy providing them an 18 month time period to correct the issues before being billed for the lost water. Ivy League is averaging a loss of 750,000/month or 3,000,000 over a 4 month time frame which equates to \$12,000. This letter outlines what he is proposing and he requested comments and guidance. The intent is to spur them to improve the infrastructure. Town will continue to track this and because they are averaging 750,000 month that is volumetric which indicates a leak and not water stealing. Maggard informed the Board that the Town code required metered water loss to be paid for. After some clarifying discussion, the Board generally felt Maggard should meet with Ivy League before sending any letter. Benson also felt the Town should be open to working with them as possible.

Motion #14 by Trustee Lacy and seconded by Trustee Gibb to authorize the letter understanding there will be a meeting ahead of time. **Motion carried, 5-0.**

Community Dinner Involvement. 02:06:44

Gibb felt everyone was aware of what the dinner is and that it creates pride and civic togetherness. It has become something that has identified BV and other communities around the state are now doing this. The process has always been that people give money on a care basis. The budget is around \$11-\$12,000 and they have raised \$7,000. There are 290 tables signed up with capacity for 400 or 3,200 people and will go down no further than Beldan, the Reach Helicopter will do a flyby and take some footage. The committee is still collecting money and has not even approached businesses yet. The

problem is committing to tables, chairs and renting equipment. His proposal is to provide them a safety net for carrying out this project. He proposed allowing the Town to cover up to \$5,000 of expenses if they were not collected. He would be shocked if they didn't collect more than \$7,000 and he did not want to see this event that so many residents enjoy fizzle out. Benson requested Stoke to comment on availability of funding. Stoke stated this would need to be an appropriation and probably come from the community support area. The sales tax numbers were not in when the packet went out, but those did come and the Town is still way above last year so she felt it could be covered and she would be happy to put it in a budget amendment. Gibb added the proposal is to turn this over to the Pikes Peak Fund so this can be administered and passed on year to year and the hope is to institutionalize this so it will continue. Lacy questioned how much Town manpower is required to support this event. Maggard replied the town provides barricades and the Police park cars. Benson added the Fire Truck takes pictures at the end. Lacy stated he was not against it but would like to see it proposed differently like other organizations who have to provide written requests. Benson stated the point taken but for this year it is too late. Best felt it was a great idea for the community and she is afraid it will go away if the Town does not help them in some way. Gibb added this is nonpartisan, non-denominational and no donators get recognition.

Motion #15 by Trustee Best and seconded by Trustee Gibb to approve covering up to \$5,000 of expenses to support the BV Strong Community Dinner. **Motion carried, 5-0.** Gibb, Aye; Jenkins, Aye; Lacy, Aye; Volpe, Aye; Best, Aye.

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.**"? **02:18:00**

Sellars presented noting the reason for the late transmittal of the amended agreement was due to difficulties getting ahold of the association attorneys. Sciacca stated that the amended agreement was emailed to the Trustees with a hard copy also being placed at the dais for each of them. Sellars stated paragraph 2. C. was changed to state if the Town were to sell the property the successor interest would have to pay for the cost of relocating this facility and she noted all lines will be underground. There was also a small typo in Exhibit B that was corrected. Doering showed Google Earth map showing where the proposed utilities will be installed. Gibb inquired about fees to the Town from the Association for use of the right-of-ways and asked if this qualified for that fee. Sellars stated it would depend on what the franchise agreement says and since this is not technically a right-of-way, if that agreement just covered right-of-way, then this would not. There was general discussion about franchise agreements and then Gibb pointed out he was told the Town's franchise fee is the lowest Sangre has seen and he suggested the Board take a look at this if there were opportunity before the end of the agreement.

Motion #16 by Trustee Volpe and seconded by Trustee Jenkins to approve Resolution #85 as amended. **Motion carried, 5-0.**

Benson noted the multiple fee waiver requests in the packet and reviewed each.

Motion #17 by Trustee Lacy and seconded by Trustee Best to approve the fee waiver requests including the event that has passed as presented from Buena Vista High School and McGinnis Middle School, Buena Vista High School Student Council, Chaffee County High School, Buena Vista Chamber of Commerce & Visitor Center, League of Women Voters and Jaimee Phelps. Jenkins questioned how far this should go and how much money has been lost. Sciacca reported Emily Osborn is tracking this and the number is approaching \$7,000. Benson stated this was something to keep in mind during budget season. **Motion carried, 5-0.**

STAFF REPORTS

Town Administrator **02:29:00**

Benson stated this report is in the packet. He noted the 2nd meeting in November will be the night before Thanksgiving and suggested that it be moved back to Tuesday, cancelled or move to the November 30th of the following week.

Motion #18 by Trustee Gibb and seconded by Trustee Jenkins to move the 2nd meeting in November to Wednesday, November 30, 2016. **Motion carried, 5-0.**

Lacy asked when the first budget meeting is. Benson stated October 6. Sciacca stated it will be at the Airport and dinner will be provided.

Town Treasurer 02:32:09

- Sales Tax numbers will be presented next meeting.
- Stoke is working on the budget and fixed assets.
- Benson requested a total spent on legal fees to Hoffman, Parker, Wilson & Carberry as well as the Town Prosecutor and Stoke will include in the next report.
- Gibb suggested the Board also look at engineering costs.
- Lacy reminded that Benson asked if Rec was making money and he felt the Board should see where the Town stands revenue wise since there is indication there will be a request for additional Staff in the budget.

Public Works Director 02:38:15

- The Single Family Equivalency (SFE) information was added to this report as requested by the Board
- Touch-A-Truck was held earlier in the day at Railroad in conjunction with Cities and Towns week and kids from Avery Parsons attended
- Gibb inquired if the looping complete in Ivy League several years ago was not being used and Maggard replied that is correct due to treatment requirements of the State. Town is working with the State on how to design a testing system. The Water Board has an idea which will be presented to the State
- Gibb asked if the Splash Park was dormant due to weather and Maggard replied yes but also in conjunction with the call on Cottonwood which was getting close to the Town considering water restrictions
- Beldan Street was paved and will be striped with a bike lane and it has been oriented and aligned so there can be on street parking, infiltrators, curbs, and sidewalks in the future.
- The Town decided to pave the alley as was requested by residents and it will not cost much
- Gibb stated striping reflects nicely on the Town and indicates it is being taken care of
- Lacy stated he had asked about alley grading years ago and felt they should be cleaned up and made nice and Maggard stated Public Works would look at this and budget more materials for alleys.

TRUSTEE/STAFF INTERACTION 02:49:53

Jenkins reported that on Monday, September 19, from 3:30 to 5PM at the Chaffee Center the new interim CMC VP will be giving a presentation about the community listening sessions and results along with CMC initiatives in place to serve Chaffee County.

Benson reminded that the BV Strong Community dinner is Monday, September 26.

Volpe stated the stop signs at Colorado and Main were awesome from a pedestrian perspective and this was slowing traffic down. He also passed on negative comments he received about trucks and trash north of the River Trail and suggested maybe sending a patrol car down there. Maggard stated that is another road that he doesn't want to improve for these types of reason and he thought about installing a stop sign. Gibb felt another cleanup before winter was necessary in this area. Benson added trash by hole 9 was bad. Maggard said he would send the Parks staff out and Benson suggested to send a car down that way every once in awhile. Tidwell stated he had cameras recording activities in the area.

Lacy reminded that in the Color Tour proclamation it indicated the Town is ATV friendly and he suggested they remember that if the subject of allowing ATVs in Town comes up. He encouraged the Trustees to read the Housing Assessment noting it touches on things that will be discussed during budget. Lacy also thanked Staff for the 25 MPH signs on West Main and stated it would be nice if the limit were enforced.

Best stated the Police report indicates tickets were being issued. Tidwell stated it was decided that warnings would be given first until it became more widely known. Maggard reminded there were digital lights coming with one going in on West Main and the other on Crossman

Maggard advised the Board he would be attending weekly meetings on Thursdays at 2PM regarding the Highway project. Benson inquired if the first row of trees in McPhelemy were being lost and Maggard replied bushes but no trees and CDOT was required to replace some of them. Gibb asked if the sidewalk was going all the way to City Market and it was clarified only to Mill Street. Benson suggested monies be included in the budget to complete that.

Sciacca distributed Cities and Towns Week Smiley Guy cell phone holders to the Trustees in recognition of Cites and Towns week. She noted these were given to all the Boards and Commission members in recognition of their hard work and appreciation for all they do.

ADJOURNMENT 02:58:14

Motion #19 by Trustee Lacy and seconded by Trustee Volpe, noting that there being no further business to come before the Board, declared that the meeting be adjourned at 10:00: PM. **Motion carried, 5-0.**

Respectfully submitted:

Joel Benson, Mayor


Janell Sciacca, CMC
Town Clerk

**Minutes of the Regular Meeting of the
Buena Vista Planning and Zoning Commission
September 7, 2016**

CALL TO ORDER

A regular meeting of the Planning and Zoning Commission was called to order at 7:01 p.m., Wednesday, September 7, 2016 at the Buena Vista Community Center, 715 E Main Street, Buena Vista, Colorado by Chair Trey Shelton. Also present were Commissioners Annie Davis, Estes Banks, and Tim Bliss, and Alternate Lynn Schultz-Writsel. Staff Present: Principal Planner Mark Doering, Planner I Scott Reynolds, and Planning Technician Jill Abrell.

PLEDGE OF ALLEGIANCE

Chair Shelton led in the Pledge of Allegiance.

ROLL CALL

Abrell proceeded with the roll call and declared a quorum.

AGENDA ADOPTION

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

APPROVAL OF MINUTES

Davis motioned for approval of the August 17, 2016 minutes. **Motion #2** was seconded by Bliss. Motion carried.

PUBLIC COMMENT

Shelton opened the public comment portion of the hearing at 7:05 p.m. With no comments received, the public comment portion of the hearing was closed at 7:05 p.m.

NEW BUSINESS

724 Hwy 24 N. (O'Reilly) Comprehensive Sign Plan (CSP)

Andy Giesbrecht, Director Rocky Mountain Region, of 5861 N. Broadway in Denver rose to address the Commission. Mr. Giesbrecht stated his desire to ensure that O'Reilly fits well with the community. He spoke of the sign footprint that is standard for all locations and stated that the wall signs proposed are typical with other stores. He noted that they are also asking for a pole sign that would be visible from a further distance to more easily identify the location. He also noted that the pole sign is proposed in hopes to avoid any safety concerns given the location and the changing speed limits. Mr. Giesbrecht stated that the pole sign is typical for all of their stores.

Reynolds then presented the staff report. He noted that the three signs being proposed exceed the size limits and allotted quantity, and are also internally illuminated, which means the store is required to have a Comprehensive Sign Plan (CSP). He noted that the property was created illegally in 2013, and that

making it legal would be a condition of approval as no permit can be issued for an illegally divided property. He further stated that O'Reilly was already working with staff to address this issue.

Reynolds stated the location of the property and stated that the zone is B-2 Highway Business with no overlay districts. He commented that staff does not have any floodplain concerns with this property. Reynolds then displayed the site plan for the property and noted the locations of the two proposed wall signs and the proposed pole sign. He stated staff has no concerns with the two proposed wall signs and displayed the proposed design of each and noted that both would be internally illuminated.

Reynolds continued by stating that the freestanding pole sign being proposed is 75 square feet and that staff recommends that the freestanding pole sign be changed to a monument sign based upon previous conversations. He noted that the freestanding pole sign is 20 feet tall, 15 feet tall from the ground to the bottom of the sign, and 5 feet from the bottom of the sign to the top of the sign. Reynolds noted that the recommended monument sign is proposed to be 12 feet tall, five feet for the sign and seven feet for the base. Reynolds noted that other stores around Colorado also have monument signs similar to the one that is being recommended.

Reynolds then went over criteria for a Comprehensive Sign Plan:

1. The signs are attractive, effective, and complimentary feature of the building or property; Reynolds noted staff feels like this criteria has been met;
2. the signs make a positive contribution to the general appearance of the street and commercial area; Reynolds noted that staff felt that due to the highway conditions and mountain climate that the pole sign lends to a negative appearance and added Condition #1;
3. the signs are appropriate for the building, are sensitive to the context in which they are used, and are harmonious in scale and proportion with the building façade; Reynolds reiterated that staff did not feel that the pole sign met this criteria and that staff recommends a monument sign of the same square footage; and
4. the signs are professionally designed and fabricated of quality, durable materials; Reynolds noted that staff does not have any concern about this criteria being met.

Reynolds concluded by stating that staff recommends approval of three signs for O'Reilly Auto Parts at 724 US Highway 24 North with the following conditions:

1. Prior to obtaining a building permit for the sign, the applicant shall provide an updated monument sign with a maximum height of eight feet and a maximum area of 75 square feet; Reynolds noted that this was similar to other monument signs in the surrounding area and still allowed for the total requested signage area;
2. approval of the Comprehensive Sign Plan is contingent upon recording of the O'Reilly Subdivision plat at the county based off Municipal Code 17-5;
3. the applicant shall pull any necessary building permits for signs as determined by the building official; Reynolds noted that any structure over six feet tall requires a building permit.

Bliss asked for clarification as to the size of the freestanding sign. Reynolds stated that both the proposed pole sign and the staff recommended monument sign are 75 square feet. The Commission noted that they preferred the monument sign to proposed pole sign.

Bliss asked about the scale of pole sign as shown on the plan. Doering noted that the plans showing the pole sign were not to scale.

Shelton asked about the recommended height for the monument sign. Reynolds said the monument sign was proposed to be eight feet tall. The Commission was in agreement that the monument sign is a more attractive option.

Banks inquired about the material for the base. Davis stated that the applicant should be able to choose the material instead of the Commission requiring a certain material. Shelton agreed with Davis. Doering noted that that would be something staff would review when the building permit was submitted.

Davis made a motion to approve the Comprehensive Sign Plan for 724 Highway 24 North with the conditions as recommended by staff. Banks seconded and **Motion #3** carried unanimously.

Mr. Giesbrecht addressed the Commission post-decision and stated his desire to have the traditional pole sign in order to match the other highway businesses in Town that also have pole signs. Shelton noted the Town's desire to shift towards monument signs instead of pole signs. Mr. Giesbrecht noted that O'Reilly would like to be able to match the neighboring businesses and use the traditional pole sign that is typical of O'Reilly Auto Parts. Mr. Giesbrecht added that the example monument signs that were shown are not typical of O'Reilly.

Bliss responded that monument signs are the direction the Town is headed and that O'Reilly will not be the first to have one. Davis added that it isn't the Town's goal to continue in the direction of pole signs and noted to the applicant that the monument sign will look much better. Banks added that the monument sign would be a nice aesthetic. After discussion, the Commission decided to keep the condition for the monument sign.

209 N. Colorado Special Use Permit (SUP) for an Accessory Dwelling Unit (ADU)

Zarko Vukelic of 209 N. Colorado rose to address the Commission. He stated his desire to build an accessory dwelling unit (ADU). He noted that he built the existing house last year and that the existing house is 640 square feet. He stated that the new ADU would be 800 square feet and it would be 1 bedroom and 1.5 bathrooms. Mr. Vukelic commented that his intention is to live in the ADU and rent out the primary house as a long term rental.

Reynolds then presented the staff report for a Special Use Permit (SUP) for 209 N. Colorado. He stated that it would be located behind the primary residence, and would be 800 square feet with one bedroom and one bathroom. Reynolds mentioned that the applicant/owner is currently constructing a tiny home on the property and that that will be addressed in the conditions below.

He continued by noting the location of the property and that it is in the B-1 OT zone district with no floodplain concerns. Reynolds stated that all utilities have access to the property and there is a sidewalk already in place. He showed current site photos of the property with the current house and tiny house.

Reynolds mentioned that staff had worked with the applicant regarding prior encroachments on the property and neighboring properties and added that the applicant is planning to do a subdivision in the future. Reynolds displayed the proposed future subdivision to demonstrate that the ADU would still be accessory to the primary unit on the same lot even if the property is divided.

Reynolds continued by stating that one off street parking space has been allocated for the ADU which will require the removal of one tree, and a new tree will be planted to replace this. He then showed the floor plans and exterior treatment for the proposed ADU. He noted that the exterior treatment will match the primary residence.

Reynolds then reviewed the criteria for the SUP and noted that there are no concerns with ingress/egress, parking, or noise/glare/nuisance. He noted that refuse and service areas are similar to abutting properties so staff has no concerns with this requirement. He stated that the utilities are provided and that screening and buffering is not necessary given the residential nature of the property. He continued by stating that the ADU will be located behind the main house, and that no signs are proposed. He stated that staff is recommending that any future exterior lights be downcast and shielded as stated in Condition #1. Reynolds mentioned that the minimum landscaping requirements have been met and since it is a new residential dwelling unit in a residential neighborhood that it is compatible with the neighborhood.

Reynolds then reviewed the criteria for an ADU and noted that it provides housing near employment. Reynolds noted that the ADU meets the size requirements although there are some concerns with the proposed porches that are addressed with Condition #2. Reynolds stated that the kitchen and bathroom contain all required elements, that there is adequate parking, and there is service available for water and sewer. He mentioned that the ADU is in B1-OT zone district in the rear of the property which meets minimum code requirements. Reynolds stated that the ADU may not be condominiumized or sold separately as addressed in Condition #3 and that the proposed ADU is aesthetically similar to the primary dwelling unit.

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

1. Any new exterior light fixtures on the property shall be downcast and fully shielded;
2. the two proposed 128 square foot porches shall not be allowed to be enclosed if doing so goes over maximum allowed size limit;
3. the ADU shall not be condominiumized and/or sold separately apart from the primary building to which it is accessory;
4. the Tiny House on the lot shall not be used as permanent dwelling although the applicant can finish construction on it.

Bliss inquired about the current use of the tiny home. Mr. Vukelic stated that the tiny house has not been used. He noted he plans to sell it or buy a piece of land where he can have it and that his goal is to have it finished before winter.

Davis asked for clarification about the future subdivision. Reynolds clarified that the applicant would like to subdivide the lot in the future, though there is no application right now. He noted that if the SUP is approved, it will fit with the future proposed subdivision. Davis noted that the ADU will stay on the same lot as the existing house if the property were subdivided. Reynolds added that should the property be subdivided in the future, an easement would have to be added to the property for utilities and access.

Banks inquired of the applicant why he was only opting for one bedroom given the size of the ADU. Mr. Vukelic stated that he is planning to use the new structure (ADU) and rent out the primary house. Mr.

Vukelic noted that given this, he felt that one bedroom would be sufficient for him as this is a second home. He also stated his desire to increase the property value with the ADU.

With no further discussion, Davis made a motion to recommend approval to the Board of Trustees with conditions as outlined by staff for the SUP at 209 N. Colorado Ave. Banks seconded and **Motion #4** carried with no objections.

Contact Information

Doering noted that we need to update the Commissioner contact list and asked the Commissioners to provide staff with updated contact information that would give staff the best way to contact them.

APA Conference, October 24-26

Doering asked the Commission if anyone would be able to attend with the conference date change. Bliss stated that he would like to. Shelton stated he would not be able to make it. The Commission inquired about an updated schedule and asked for it to be sent out once it was available. Doering commented that several of the topics may help the Commissioners in making decisions on future plans and looking ahead for long term planning for the Town.

STAFF / COMMISSION INTERACTION

Abrell explained that it was Colorado Cities & Towns week and that each Commissioner was given a "Smiley Guy Cellphone Holder" as a thank you for their service to their community.

Doering addressed iPad problems the Commissioners are having.

Doering reminded the Commission that at the next meeting, the Commission will meet at 6:00 p.m. instead of 7:00 p.m. and that the meeting start time will be at 6:00 p.m. going forward.

Doering noted that as part of Cities & Towns week, next Wednesday will be Touch-A-Truck day for kids and community members to come play with Town trucks and equipment.

ADJOURNMENT

There being no further business to come before the Commission, Commissioner Bliss motioned to adjourn the meeting at 7:42 p.m. Commissioner Banks seconded. **Motion #5** was unanimously approved.

Respectfully submitted:

Trey Shelton, Chair

Jill Abrell, Planning Technician



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

I. Call to Order / Attendance

A regular meeting of the Airport Board was called to order at 8:36 AM, Tuesday, July 19, 2016, at the Central Colorado Regional Airport, 27960 County Road 319, Buena Vista, Colorado by Board Member Bill Lockett. Additional Board Members present were Jerry Steinauer, Judy Hassell, Tom Warren, Dennis Heap, and Mal Sillars. Also present were Town Administrator Brandy Reitter, Airport Manager Jill Van Deel, and Deputy Town Clerk Melanie Jacobs. Tom McFarland attended as well.

II. Pledge of Allegiance

Lockett led in the Pledge of Allegiance.

III. Approval of Minutes – June 21, 2016

Sillars motioned for approval of the June 21, 2016 minutes. Hassell seconded. **Motion #1** passed unanimously.

V. Reports

A. Operations

Van Deel reported that the HAATS BBQ held on July 13 at CCRA went extremely well. About 80 people attended, ten helicopters flew in for the event, and the airport sold a lot of fuel that day. It was catered by the individual who will come onboard as a line tech starting in late summer.

The recent volume of jet traffic at the airport has resulted in some of the aircraft having to park in the taxiway due to the lack of adequate hardstand. Van Deel would like to see installation of additional hardstand in the near future, and will add this item to the Capital Improvement Plan and talk to the FAA about it.

A memorial for Jay Jones will take place at the airport on July 30, and the local aviation community is invited to attend. Heap requested that the Airport Board, along with the Board of Trustees, be notified when there is an aviation-related incident. Reitter agreed that this would be done.

Van Deel informed the Board that the lease template for the tenants in the Carpenter hangar has been finalized and will go out soon.

About 32,000 gallons of fuel have been sold year-to-date.

The four-month Bell Helicopter testing that was supposed to begin in August will not take place because the aircraft crashed in Texas, killing the crew. Van Deel believes Bell will return at some point but cannot speculate as to when this might happen.

i. Purchase: FOD Mat, Snow Plow Blade

The FOD blanket has been obtained and works very well. The snow plow blade has not yet arrived at the airport.

B. Marketing

Jacobs reported that CCRA patches had already been ordered, and presented Board members with a list of schwag options and some preliminary mock-ups of several possibilities. Van Deel remarked that high-end items would be needed for distribution to flight departments, and the Board indicated that backpacks/tote bags, hats, shirts, and metal water bottles would be good items to use for this purpose. Van Deel asked if the Board wanted to review these purchases before orders were placed; Lockett replied that staff could approve and proceed with the orders.

C. Financial

Van Deel let the Board know that June airport revenues totaled just over \$47,000. The lion's share of this total was made up of fuel and hangar revenues. In response to a question from Lockett, she stated that the airport was current on accounts receivable with the exception of AgustaWestland, which still owes CCRA about \$160,000 for last year's testing activity. Reitter noted that she was putting together a pro forma financial statement for the airport that would be ready at the start of the 4th quarter.

D. Chaffee County UAS

i. Demonstration Mt. Princeton

Heap indicated that the June 22 event had been a success, with over 80 people attending. The drone demonstration focused on search-and-rescue activities. Attendees were impressed with the venue and there is a possibility that another drone demonstration could take place there in the fall, to be live-streamed to a Denver meeting of the Colorado chapter of an international UAV organization. Heap believes the event put Buena Vista and Chaffee County on the map in the minds of the Denver aviation and aerospace community.

Lockett asked about putting the upcoming drone demonstration, which will focus on the use of drones for firefighting purposes, on the internet. Heap responded by remarking that the video taken at the prior drone demo would be uploaded to YouTube and the Chaffee County UAS Facebook page in the near future, and the same could be done with other demos.

ii. FAA-Approved Knowledge Testing Center – Remote Pilot Airman Certificate

Heap opined that CCRA should become a certified FAA testing center for Unmanned Aircraft Systems, given that the local area is so suitable for drone use as well as being a destination location in its own right. He will bring more information on this possibility to the next Airport Board meeting.

VI. Old Business

A. Hangar Development

i. Mark Godonis Land Lease

Van Deel informed the Board that Godonis' lawyer was going to put language from the Municipal Code into the lease stating that Godonis will inform the Town of the identities of hangar tenants. This will replace the prior stipulation that he receive Town approval before he can sell/lease hangar space. This was the final hurdle to be overcome in order to arrive at a mutually acceptable agreement, and the lease is expected to go to the Board of Trustees for approval at its July 26 meeting.

ii. Standard Land Lease Revisions

Reitter stated that she would prefer to wait until the Godonis lease was finalized before proceeding with any revisions to the Town's ground lease template. She went on to note that there was no need to rework the lease unless Board members had specific things they wanted to modify or add. As it currently stands, the lease contains all necessary statutory requirements, and some of the more minor details

can be adjusted to accommodate each tenant. REACH is using this standard ground lease and the agreement only took about a month to negotiate.

Heap asked about the reversion policy included in the lease. Sillars said that he remembered the Board removing that language from the template, and other Board members agreed that it had been taken out. The Board requested that a copy of the current Town template be sent out to all members.

iii. Development Policy & Application Procedures

Heap reminded the Board that a draft document addressing these procedures already exists, but that a subcommittee needed to get together to look over it and move it along. The purpose of the document is to outline as clearly as possible the process that someone interested in building at the airport must follow. Lockett stated that the subcommittee would review it before the August Airport Board meeting.

B. Grindle Property Purchase

Van Deel explained that she had visited with Mrs. Grindle about the land purchase and arrived at a mutually agreeable arrangement. Grindle would like the Town to pay the total cost in three annual installments. Reitter said that the Town was going to make her a written offer this week and that she anticipates the purchase will be finalized sometime in September. The Town has to have the property surveyed so that a legal description can be included in the purchase agreement.

Sillars suggested that the Town put the entire purchase cost into an escrow fund so that Reitter does not have to make budget requests for it every year. Reitter agreed with this proposal, along with another idea from the Board to include right of first refusal language on the rest of the property as part of the agreement.

Van Deel remarked that the Town could offer the Grindles one-third of the acreage cost before the survey is completed, if it looked like that might take a while. Lockett floated the notion of paying the Grindles some earnest money while the contract was being put together. Reitter said that earnest money would be sent along with the offer letter, and that the legal description and lot line adjustment paperwork with Chaffee County would be completed in August. Board members were anxious to finalize the deal as soon as possible, and Reitter responded to this urgency with a promise to have the purchase agreement ready before the next Airport Board meeting.

Steinauer stated that it would be wise for the airport to contact the Buena Vista Sanitation District earlier rather than later. Van Deel agreed and offered to call Patti Andreas so that the BVSD will be aware of what is happening.

C. Southard Lease Buy-Out

Reitter reminded Board members that Southard owns most of the ground leases at the airport and that, based on past litigation, he is set to continue receiving revenue on these leases through 2043. Southard has agreed to accept a lump sum from the Town to buy out these leases. This process will be completed this autumn, after the Grindle purchase has been wrapped up. This expenditure was approved by the Board of Trustees as part of the 2016 budget. Sometime later the Town will need to address the issue of Southard's Through-the-Fence agreement.

D. Jay Jones Hangar Purchase – SRE Building

Van Deel said that she had been working with the FAA and Allison Jones, Jay's daughter and the executor of his estate, in order to make this happen. The Town will be buying the building as a hangar, meaning it will generate revenue and the airport will be eligible for another SRE building in the future. CDOT has approved the plan to store snow removal equipment there. Reitter indicated she would meet with Jones on July 29

to put together a Memorandum of Understanding, since as of yet nothing has been put in writing.

E. Airport Administrative Assistant

Van Deel informed the Board that Jacobs was now working at the airport half-days in the morning. In response to a question from the Board, Van Deel stated that Sam Starr had moved to a seasonal position with the Public Works Department.

VII. New Business

A. Marketing Schwag Review

This agenda item was already discussed.

B. Ferris / McFarland Hangar Construction

Tom McFarland explained that Rob Ferris had been unable to attend the meeting, but had prepared a preliminary sketch of the proposed hangars which had been distributed to Board members. One building would be erected, containing two hangars. It would utilize the entire available space at the south end of the B Hangar. This is the location that the Airport Board and Town staff previously recommended for the Ferris/McFarland hangar.

Van Deel followed up on McFarland's remarks by noting that the two hangars would be sharing a wall and would be a condo association, with a joint bathroom in the middle. She would like the Town to allow 12' doors on the hangars, even though the preference would typically be for 14' doors, since the hangars will be too narrow to accommodate any aircraft requiring 14' clearance.

McFarland expressed reservations about being able to come up with \$10,000 for the tap fee. Reitter stated that this figure sounded too high and she thought a review of their plans would result in a lower number. Van Deel remarked that the plan was a good one that utilized airport space well. McFarland said that Ferris, who is an engineer, would prepare formal drawings for submission. Reitter stated she would forward him a ground lease and they could enter into negotiations.

Sillars motioned to accept the initial hangar concept and to encourage further development of the plan. Heap seconded and **Motion #2** passed unanimously.

C. Car Rental Services

Warren offered Mt. Princeton's assistance in getting a car rental service into the area. Since the resort's front desk is staffed 24/7, vehicles could be stored on their premises and taken out to the airport whenever needed. Van Deel let the Board know that she had been able to work out a deal with BV Jeeps to offer vehicles to pilots at a \$50 per day rate, but that otherwise cars had to be brought up from Anderson Motor Company in Salida. These are generally older models and the airport really needs some high-end vehicles available to offer its customers.

After some discussion, Heap agreed to put a draft package and letter together to be sent out to rental car companies.

D. Colorado Division of Aeronautics Sustainability Program

Heap recommended that CCRA become part of this program. It is intended to assist airports in developing an overall sustainability plan, from an economic, environmental, etc. standpoint. The Division and the FAA both like the program and consider participation in it to be a mark in an airport's favor when it comes time to consider grant requests. Airports can apply over the internet and this is something staff should look into once airport business slows down later in the year.

VIII. Public Comment

There was no public comment.

IX. Other Business

Reitter informed Board members that the newly created Economic Vitality Advisory Board was spearheading an effort to develop a comprehensive economic development strategy for the entire Town. They applied for and received a \$25,000 grant from the Rural Economic Development Initiative, to be matched 1:1 by the Town, in order to commission a study to be used as a basis for developing such a strategy. Reitter would like the Airport Board to participate in this study. It will be launched in early 2017.

X. Adjournment

Lockett noted that there was no further business to come before the Board. Sillars motioned to adjourn and was seconded by Heap. **Motion #3** carried and the meeting adjourned at 10:13am.

RESPECTFULLY SUBMITTED:

ACTING CHAIRMAN BILL LOCKETT

DEPUTY TOWN CLERK MELANIE JACOBS



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

DATE: September 28, 2016
TO: Mayor and Board of Trustees
FROM: Emily Katsimpalis, Assistant to the Town Administrator

AGENDA ITEM: Should the Board of Trustees approve adoption of Resolution #90 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING DONNA SHAFFER AS A REGULAR MEMBER AND SUE KUKLIN AS AN ALTERNATE MEMBER OF THE TOWN OF BUENA VISTA BEAUTIFICATION ADVISORY BOARD"?

Request

A request is being made for the Trustees to consider appointing Donna Shaffer as regular member and Sue Kuklin as an alternate member of the Town of Buena Vista Beautification Advisory Board.

Overview

The Town of Buena Vista Beautification Advisory Board had an opening for a regular member after the resignation of a previous board member. Donna Shaffer will be moved up from an alternate to a regular member. Sue Kuklin is requesting to officially become an alternate board member.

BOT Action

Motion to **Approve** or **Deny** Resolution #90 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING DONNA SHAFFER AS A REGULAR MEMBER AND SUE KUKLIN AS AN ALTERNATE MEMBER OF THE TOWN OF BUENA VISTA BEAUTIFICATION ADVISORY BOARD"?

TOWN OF BUENA VISTA, COLORADO

**RESOLUTION NO. 90
(Series of 2016)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING DONNA SHAFFER AS A REGULAR MEMBER AND SUE KUKLIN AS AN ALTERNATE MEMBER OF THE TOWN OF BUENA VISTA BEAUTIFICATION ADVISORY BOARD.

WHEREAS, Sec. 2-262 of the Municipal Code authorizes and directs the Board of Trustees to appoint Beautification Advisory Board members by a majority vote of all members of the Board; and

WHEREAS, the Beautification Advisory Board had a vacant position on their board; and

WHEREAS, the Beautification Advisory Board had one alternate member interested in becoming a regular member and another volunteer interested in becoming an official alternate member of this board;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, that Donna Shaffer is appointed a regular member and Sue Kuklin is appointed as an alternate member of the Beautification Advisory Board in accordance with the ordinances of the Town of Buena Vista.

RESOLVED, APPROVED, AND ADOPTED this 28th day of September, 2016.

TOWN OF BUENA VISTA

BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, CMC
Town Clerk



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

DATE: September 28, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Should the Board of Trustees approve adoption of Resolution #91 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING DAN ROBERTSON AS AN ALTERNATE MEMBER OF THE TOWN OF BUENA VISTA ECONOMIC VITALITY ADVISORY BOARD.”?

Request

A request is being made for the trustees to consider appointing Dan Robertson as an alternate member of the Town of Buena Vista Economic Vitality Advisory Board.

Overview

In August of this year the Board approved adoption of Resolution #76 moving Gene McManamay from an alternate to a regular position on the Economic Vitality Advisory Board. This left both alternate positions vacant and the Town posted a notice accepting applications. Dan Robertson submitted his application on September 12 and then attended the September 20 meeting of the Economic Vitality Advisory Board to formally introduce himself. Robertson also volunteered to serve as recorder. The Economic Vitality Advisory Board voted unanimously to appoint Robertson to the Economic Vitality Board and recommended the Board of Trustees formally appoint Dan Robertson as an alternate member.

BOT Action

Motion to **Approve** or **Deny** Resolution #91 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING DAN ROBERTSON AS AN ALTERNATE MEMBER OF THE TOWN OF BUENA VISTA ECONOMIC VITALITY ADVISORY BOARD.”?

Attachment

Resolution #91
Robertson Application

TOWN OF BUENA VISTA, COLORADO

**RESOLUTION NO. 91
(Series of 2016)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPOINTING DAN ROBERTSON AS AN ALTERNATE MEMBER OF THE TOWN OF BUENA VISTA ECONOMIC VITALITY ADVISORY BOARD.”?

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

WHEREAS, the Economic Vitality Advisory Board has two vacant positions on their Board for alternates; and

WHEREAS, the Economic Vitality Advisory Board received one application from Dan Robertson to serve on the board; and

WHEREAS, the Economic Vitality Advisory Board interviewed Dan Robertson and unanimously voted to put him on the Board and recommend the Trustees formalize his appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, that Dan Robertson is appointed an alternate of the Economic Vitality Advisory Board in accordance with the ordinances of the Town of Buena Vista.

RESOLVED, APPROVED, AND ADOPTED this 28th day of September, 2016.

TOWN OF BUENA VISTA

BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, CMC
Town Clerk



Town Advisory Board / Commission Application

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

Name: _____ Date: _____

Mailing Address: _____

Physical Address: _____

Telephone # _____ Email: _____

Applying For:

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

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

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

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

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

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

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

Thank you for your interest!

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

I relocated to Buena Vista a little over 2 years ago after living in Chicago, New York City and Washington, DC. I worked as a rafting guide in BV from 1999-2002 and always knew that I wanted to come back and make a permanent life here. I have made my career in marketing and operations management and have owned two small businesses. I currently have my own consulting practice where I advise small businesses on a range of issues including business growth, development and leadership. I would love to be appointed to the Economic Vitality Advisory Board because I believe deeply in the future of Buena Vista and want to help usher in more and more opportunities for both business and new residents. I want to live in BV for the rest of my life and want it to be the best community it can be.

2. What do you think are some of the major concerns or issues facing the Board or Commission?

I think the biggest concern for anything in our town is the entrenched attitudes among many residents that nothing should ever change. I believe that change is inevitable and you can either be a part of shaping the future, or attempt to be a roadblock, but the change is going to occur. With that said, I also believe in the value of everyone's opinion would want to do whatever I could to curb the concerns of those citizens while continuing to move things forward. Change management is a delicate practice and one area where I think I could help with a position on the board.

3. If appointed, what would you like to accomplish on the Board / Commission?

Like I said previously, I believe in the future of BV and want to be a part of shaping it. I want to create an environment in town that makes BV attractive to businesses and where potential new residents feel welcome and like they can make the life they want in our town. I want to help BV grow wisely and sustainably and mold our town in to it's own unique place. I know how wonderful it is – now we have to show other people and business just how wonderful it is to live here.

Buena Vista, Colorado



Key Needs in Buena Vista

On July 1, 2008, the Colorado Public Health Reauthorization Act, Senate Bill 08-194, was passed into law. The Act's key principle is to assure that consistent standards of quality public health services are available to everyone in Colorado. Also, it requires that all Colorado public health agencies conduct a Community Health Assessment (CHA) and prepare a local Public Health Improvement Plan (PHIP) every five years.

Key Needs in Buena Vista

During the summer and fall of 2012, Chaffee County Public Health (CCPH) partnered with various county-wide organizations and individuals to complete Chaffee County's CHA. Based on the top priorities identified, CCPH completed a five year PHIP in April 2013.

Key Needs in Buena Vista

“Substance Abuse has been cited by Chaffee County communities as a public health concern among adults and children since 2003.

Binge drinking is one of the many recognized indicators of substance abuse. It is defined as consuming five or more alcoholic drinks in one occasion in the past month. In Chaffee County, 8.5 percent of adults reported binge drinking from 2007-2009. Alcohol use was cited multiple times in Chaffee County community engagement events as a health concern by both adults and youth.”

Key Needs in Buena Vista

Question: What impacts health the most in Chaffee County (negative aspects)?

- *Cost of living (affordable housing, low paying wages, jobs with health insurance)*
- *Access to affordable healthcare (cost, services, lack of specialists, quality)*
- *Access to affordable health insurance (esp. for un/under-insured, working poor, impacts healthcare services)*
- *Unhealthy lifestyle choices (poor diet, sedentary lifestyle, obesity, need for more education)*
- *Substance Use/Abuse (alcohol, drugs, tobacco, lack of rehab/treatment, need for more education)*

Key Needs in Buena Vista

Rank of Health Concerns in BV:

- 1. Accessibility and Affordability of Health Care*
- 2. Dental/Oral Health*
- 3. Substance Abuse*
- 4. Healthy Eating & Active Living*
- 5. Mental Health*
- 6. Housing*
- 7. Childcare*
- 8. Transportation*
- 9. Economics*
- 10. Aging Population*

Key Needs in Buena Vista

“Substance abuse was mentioned by all groups as a health concern... The groups referred to substance abuse as a health concern in a number of different ways. Items identified included:

Youth Drug Abuse

Tobacco Abuse

Prescription Drug Abuse

Alcohol Abuse

Lack of treatment facilities/detox

Key Needs in Buena Vista

*“Many of these **factors connect to other health concerns** such as a mental health, healthy eating and active living, and access and affordable health care. Participant discussions pointed to continued education, consistent enforcement of the entire community, changes in the social cultural norms of the community, and **fostering of treatment programs** are important possible mechanisms.”*

Relentless Ministries

Relentless Ministries seeks to positively impact Buena Vista and surrounding Chaffee County by providing life-transformational services for addicted and recovering residents.

Relentless Ministries

Relentless Ministries seeks to accomplish this vision through:

- 1 Establishing a Detox Facility*
- 2 Establishing an Inpatient Treatment Facility*
- 3 Separate Men's and Women's Transitional Residential Housing*

Relentless Ministries Detox/In-patient Center

***In-patient Program
Out-Patient Services
UA's and Counseling
Monitored Sobriety
Level 1 & 2 Alcohol Education***

Relentless Ministries Transitional Opportunities

***Separate Men's and Women's
Transformation Residential
Centers***

***Biblically-based, Christ-centered
Programming and Counseling***

***Life-Skills Training
Networking with Community
Employment Opportunities***

Relentless Ministries

Chaffee County Community Assessment & Improvement Plan 2013-2017

***[http://www.chd.dphe.state.co.us/chaps/
Documents/PHIPs/ChaffeePHIPfinal201
3.pdf](http://www.chd.dphe.state.co.us/chaps/Documents/PHIPs/ChaffeePHIPfinal2013.pdf)***

Relentless Ministries

*For further information and
feedback:*

Maggie Kemp: 720-252-4010

bvgraceinhim@gmail.com

Jack Still: 320-316-6653

jackstill@thefortresswillmar.com

TOWN OF BUENA VISTA COLORADO

**RESOLUTION #94
SERIES 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO DESIGNATING THE STAGE AND RAIL TRAIL IN BUENA VISTA, COLORADO.

WHEREAS, the old stage road from Salida to Leadville and the Colorado Midland Railroad are historic transportation routes of great significance to the early development of the Town of Buena Vista and adjacent Chaffee County; and

WHEREAS, their preservation, interpretation and public use has been recommended in plans and studies developed with institutional and public involvement including the Chaffee County Heritage Area Plan, the Collegiate Peaks Scenic and Historic Byway Corridor Management Plan, the Buena Vista Community Trails Plan the Town of Buena Vista 2015 Comprehensive Plan, the Salida to Leadville Trail Corridor Feasibility Study and the Arkansas River Stage and Rail Trail Draft Master Plan; and

WHEREAS, conclusions of the aforementioned plans and studies have identified and proposed preferred and alternative alignments for a 64-mile long regional hiking, bicycle, horseback and driving Stage and Rail Trail passing through the jurisdictions or management authority lands of the City of Salida, Chaffee County, Arkansas Headwaters Recreation Area, Bureau of Land management, Town of Buena Vista, Colorado State Land Board, US Forest Service, Lake County and City of Leadville; and

WHEREAS, there have already been statements of support in principle from the Buena Vista Board of Trustees and the other aforementioned jurisdictions and managers and expressions of willingness to participate as managing Partners in the orderly future implementation and management of the Stage and Rail Trail within their respective jurisdictions and authorities.

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

Section 1. The Salida to Leadville Stage and Rail Trail within Buena Vista is hereby generally designated along the routes and with development and management strategies outlined in the June, 2015 draft Stage and Rail Master Plan with respect to the jurisdiction of the Town of Buena Vista.

Section 2. _____ is appointed the Town of Buena Vista’s representative to the Stage and Rail Trail Partner Board to assist in guiding implementation of the trail and refining details of the routes, development and management strategies of the Master Plan, serving until such time as he or she might be reappointed or replaced by the Buena Vista Board of Trustees.

RESOLVED, APPROVED, AND ADOPTED this 28th day of September, 2016.

TOWN OF BUENA VISTA

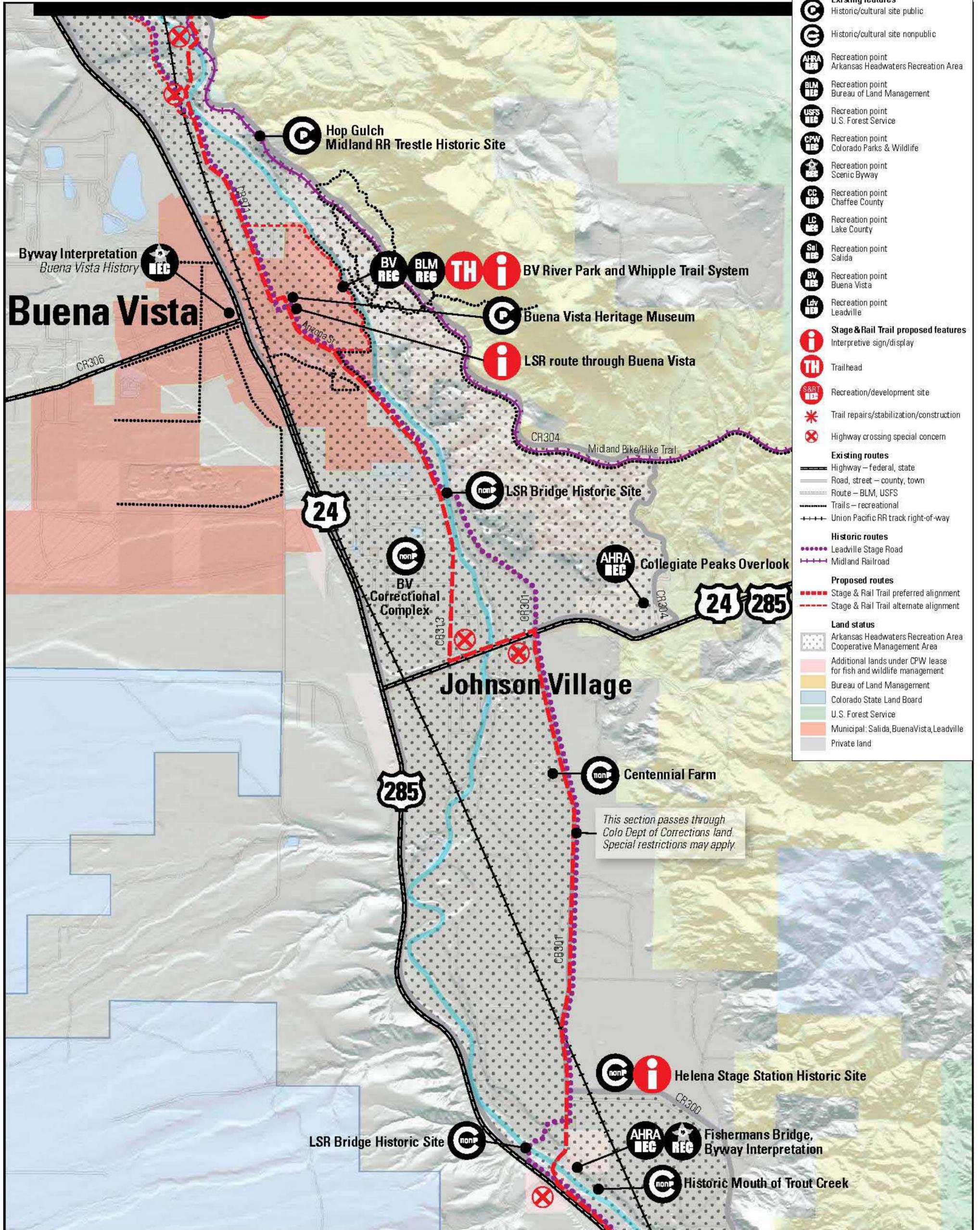
BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk

SECTION 4

Fishermans Bridge to Midland Tunnels



C Hop Gulch Midland RR Trestle Historic Site

Byway Interpretation Buena Vista History

Buena Vista

BV REC

BLM REC

TH

i

BV River Park and Whipple Trail System

C

Buena Vista Heritage Museum

i

LSR route through Buena Vista

24

C

nonP

C

LSR Bridge Historic Site

C

nonP

C

BV Correctional Complex

AHRA REC

Collegiate Peaks Overlook

24

285

Johnson Village

285

C

Centennial Farm

This section passes through Colo Dept of Corrections land. Special restrictions may apply.

C

nonP

i

Helena Stage Station Historic Site

LSR Bridge Historic Site

AHRA REC

REC

Fishermans Bridge, Byway Interpretation

C

nonP

Historic Mouth of Trout Creek



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 28th, 2016
TO: Mayor and Board of Trustees
FROM: Scott Reynolds, Planner I
AGENDA ITEM: 28221 County Road 319 – ACA Minor Subdivision Final Plat

REQUEST:

Paul Moltz represented by Shiela Moore is requesting approval for a Minor Subdivision located at 28221 County Road 319.

OVERVIEW:

Paul Moltz represented by Shiela Moore is 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

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 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.

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.

The Board of Trustees accepts the conclusions and recommendations as presented in the Planning and Zoning Commission Staff Report and **APPROVES WITH CONDITIONS** the ACA Minor Subdivision Final Plat to create three non-residential lots. The conditions of approval 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:

Planning and Zoning Commission Staff Report
Board of Trustees 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.

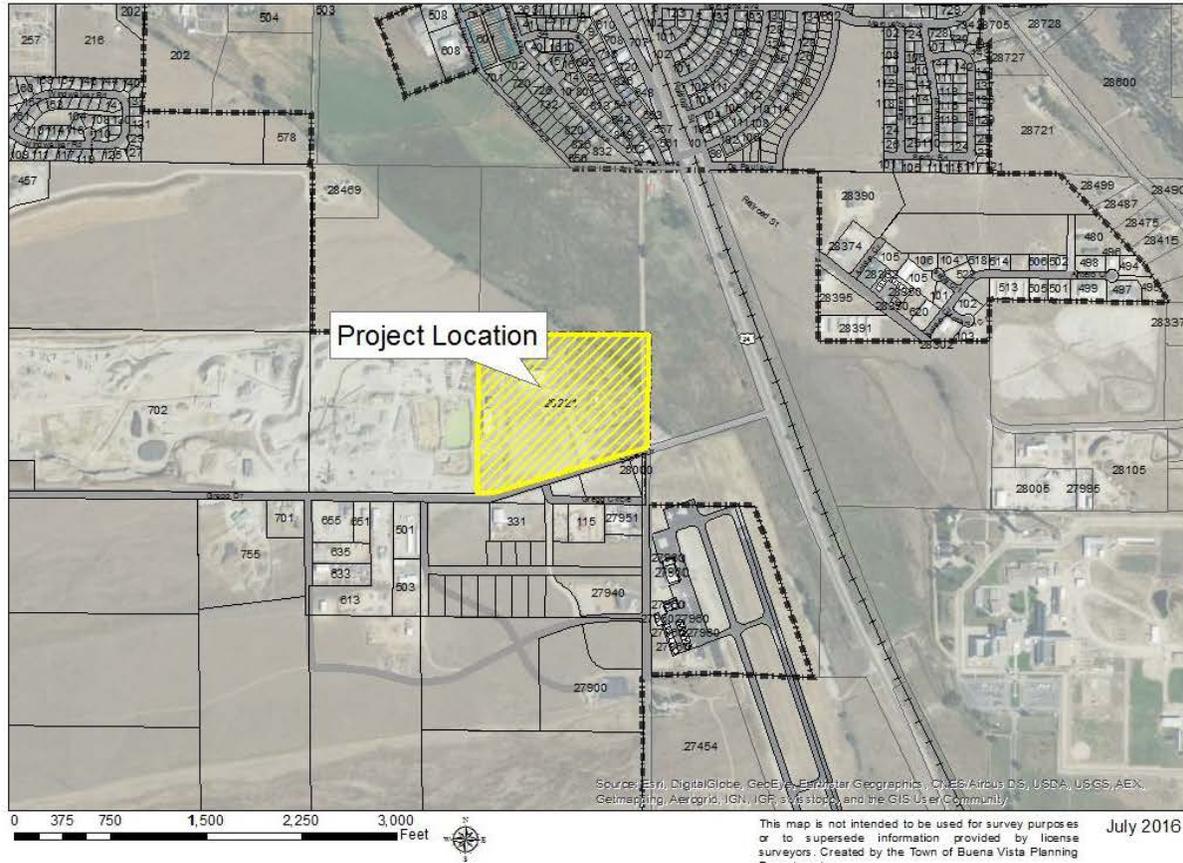
The conditions of approval for the Final Plat are:

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

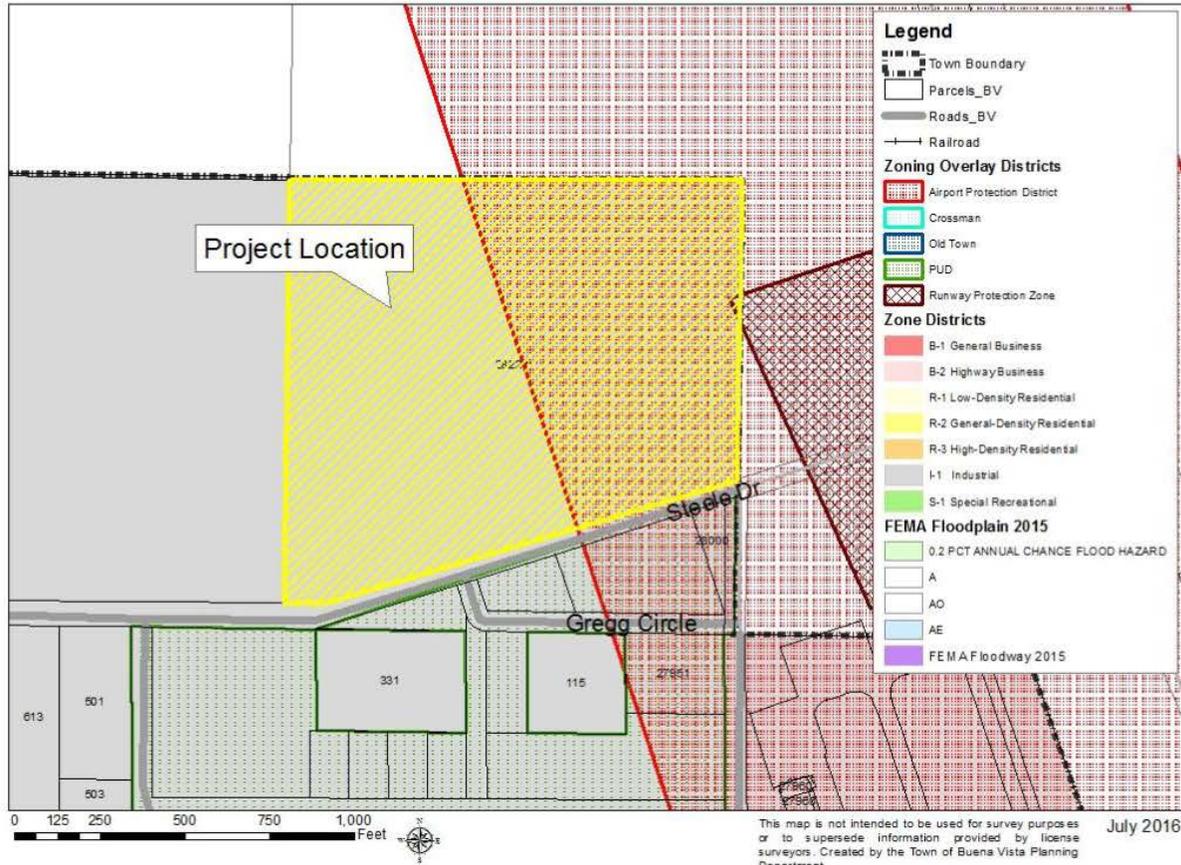
Attachment A – Vicinity Map

Vicinity Map



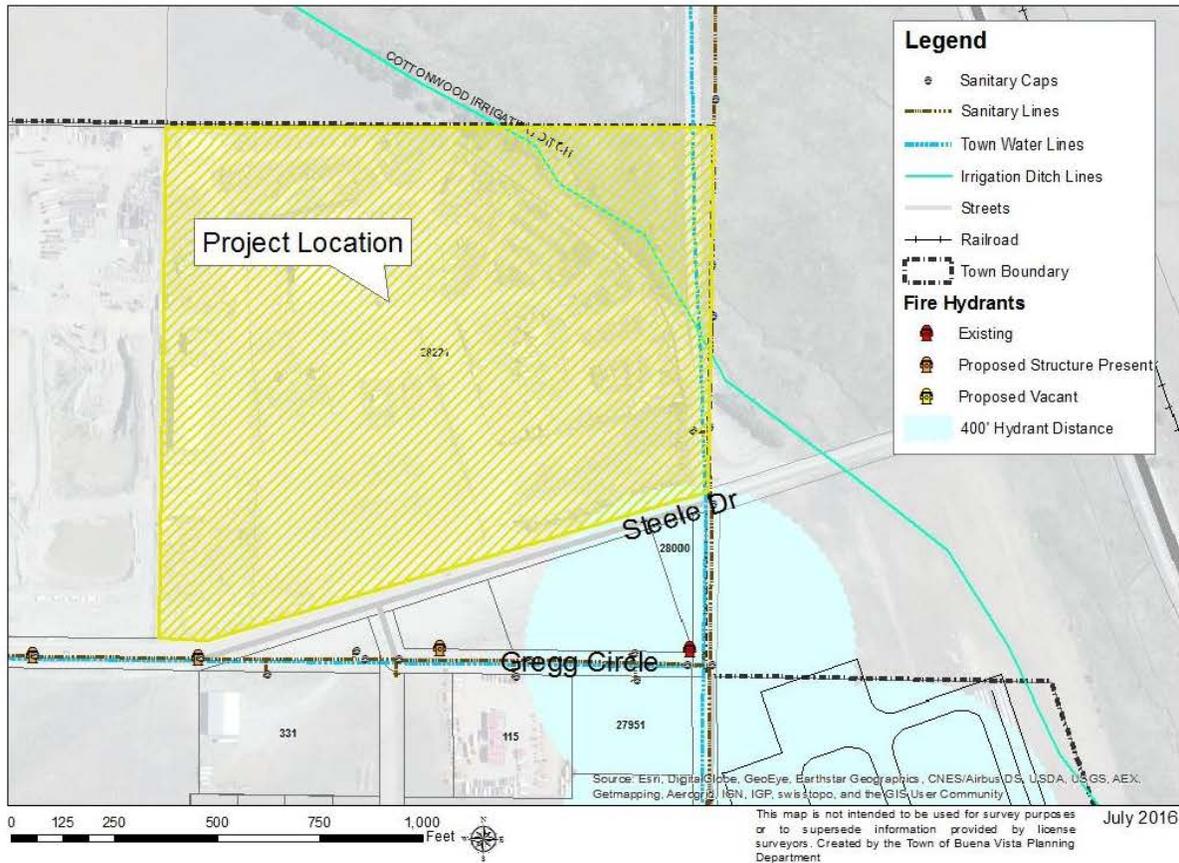
Attachment B – Zoning & Flood Map

Zoning & Flood Map

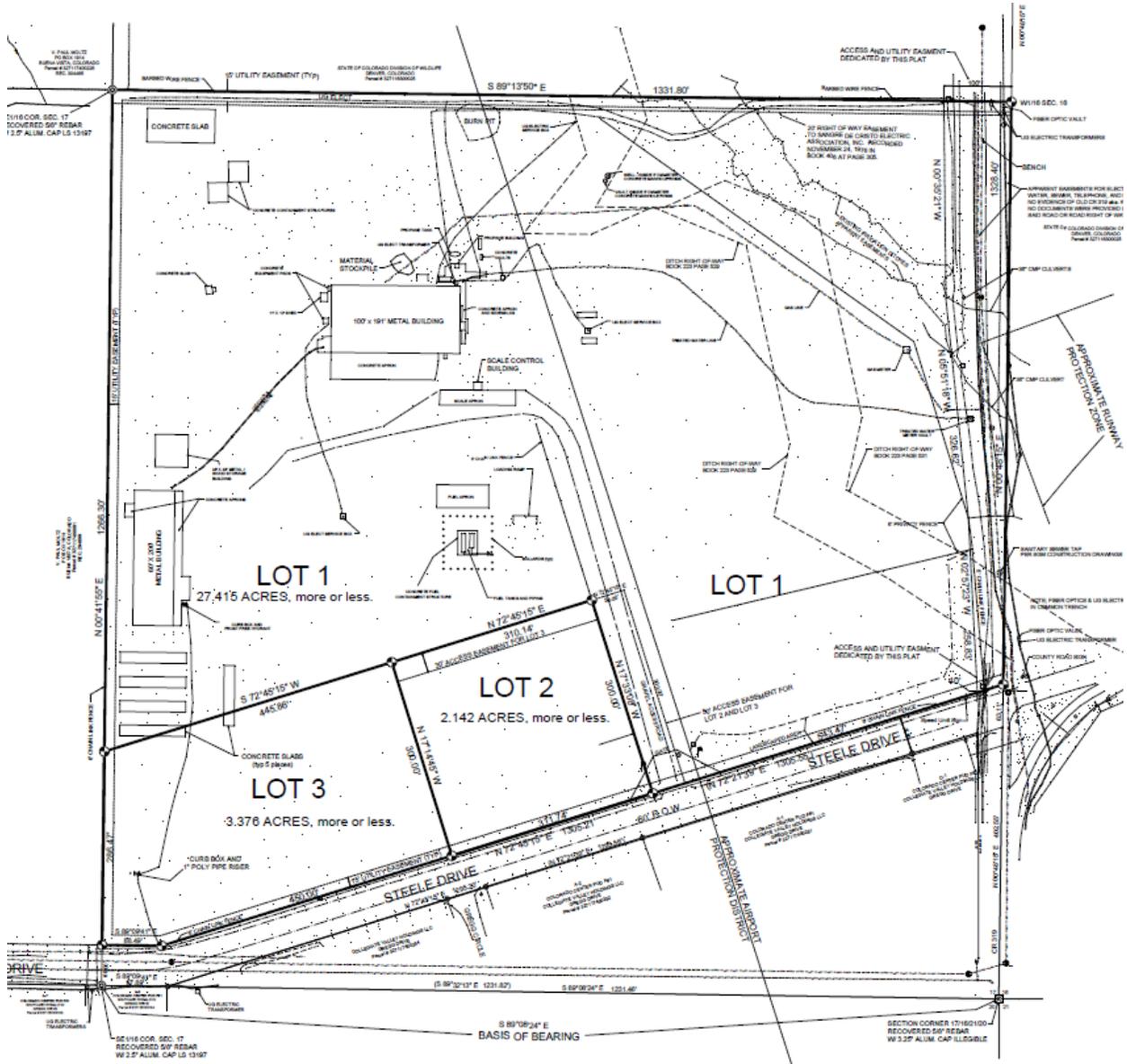


Attachment C – Utility Map

Utility Map



Attachment D – Final plat (NTS)

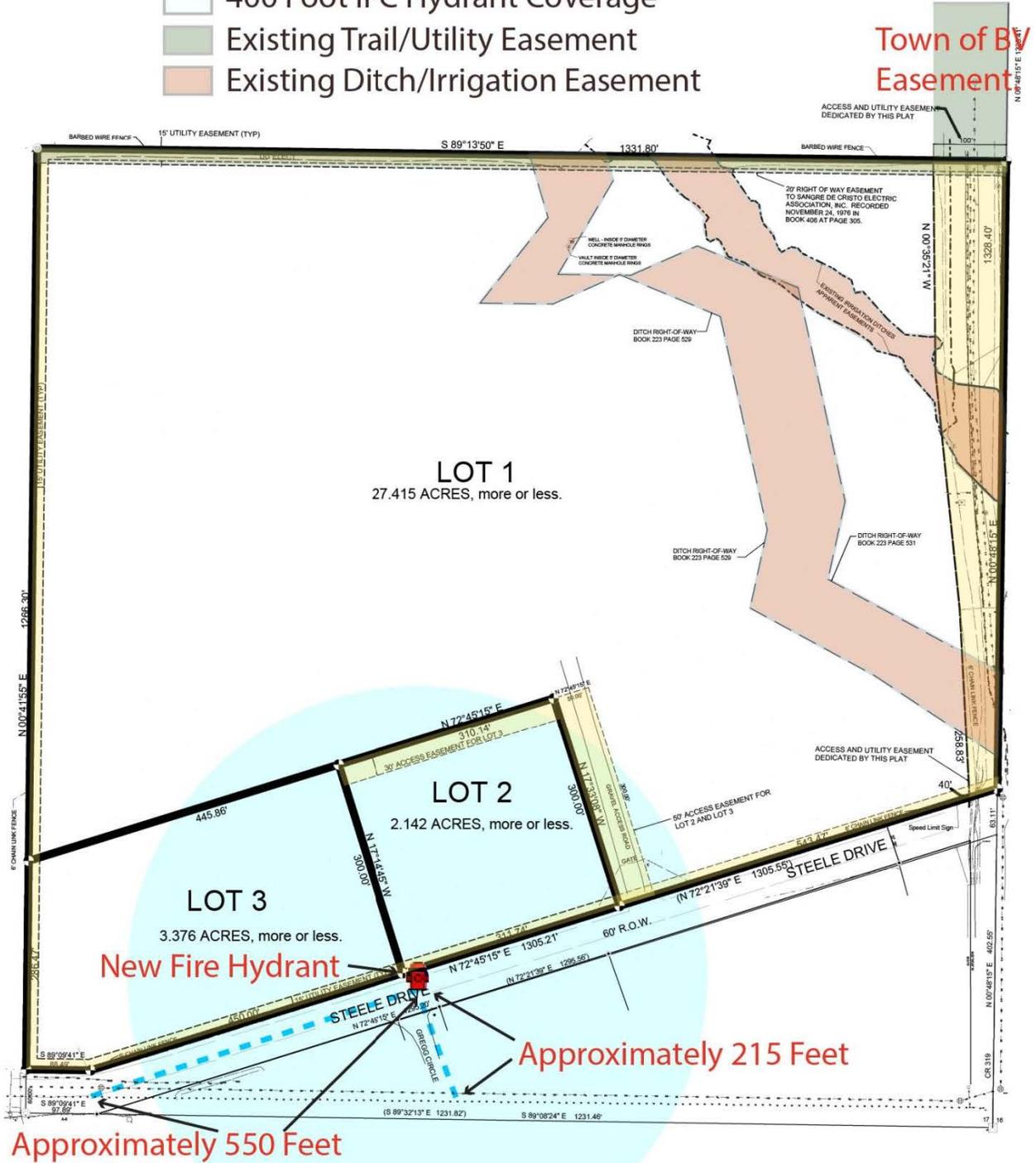


Attachment E – Site Photos

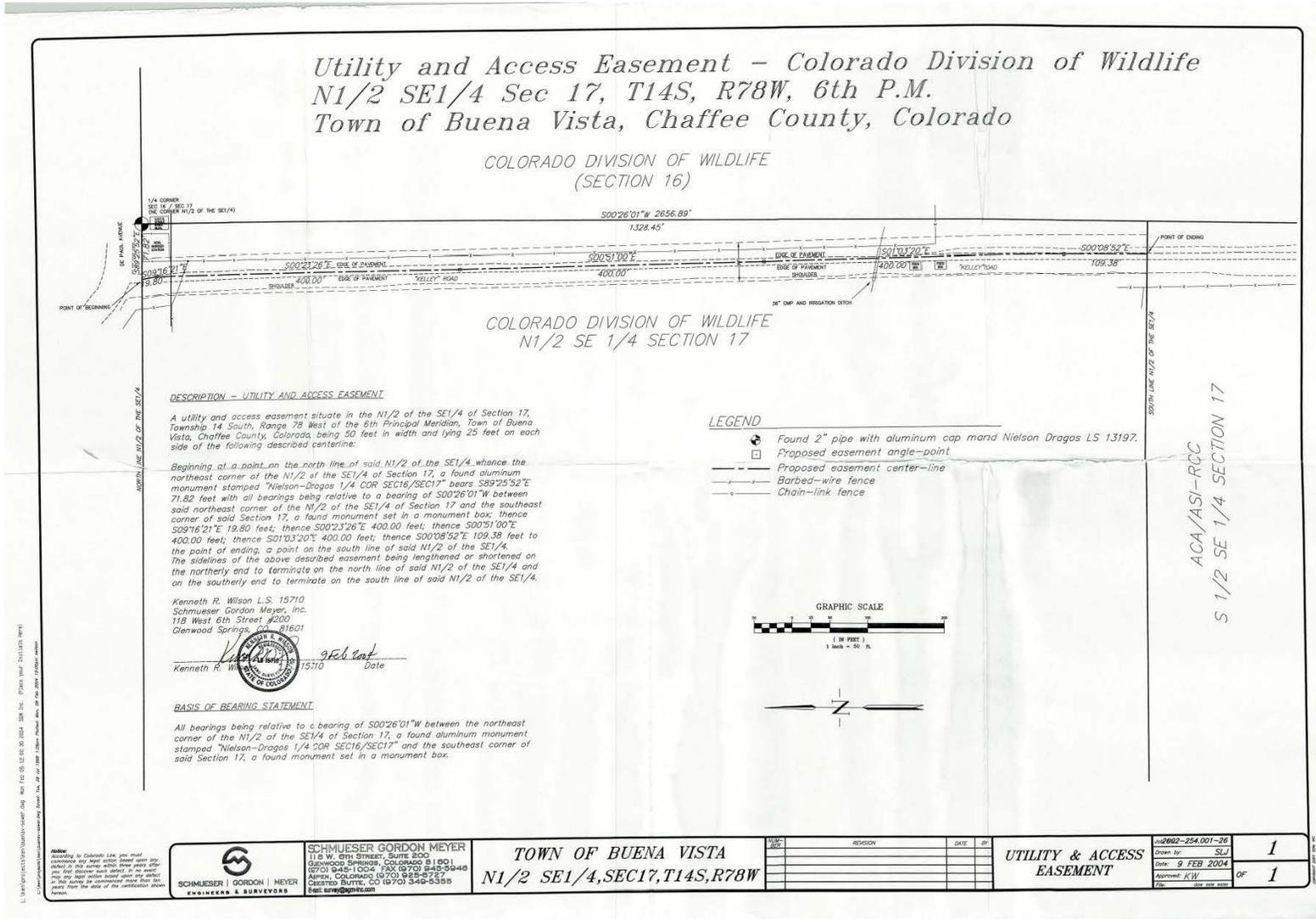


Attachment F – Easements and Utility Expansion Map

-  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
303.384.2655



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 28, 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 28th 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 28, 2016
TO: Mayor and Board of Trustees
FROM: Scott Reynolds, Planner I
AGENDA ITEM: 209 North Colorado Avenue Accessory Dwelling Unit Special Use Permit

REQUEST:

Zarko Vukelic is requesting approval for a Special Use Permit (SUP) to construct an accessory dwelling unit (ADU) on the property at 209 N. Colorado Ave.

OVERVIEW:

Zarko Vukelic has submitted an application for a Special Use Permit to allow an ADU in the General Business and Old Town (B-1 OT) zone district. The subject property is located at 209 N. Colorado Avenue. If the SUP is approved, the property owner will be allowed to construct an ADU located on the property, as shown in the application materials.

ANALYSIS:

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

POLICY ALIGNMENT:

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

BOT ACTION:

Staff recommended approval of the SUP to the Planning and Zoning Commission. The Planning and Zoning Commission recommended approval of the SUP to the Board of Trustees by a vote of five to zero (5-0) at its September 7, 2016 meeting.

The Board of Trustees accepts the conclusions and recommendations as presented in the Planning and Zoning Commission Staff Report and **APPROVES WITH CONDITIONS** the Special Use Permit at 209 N. Colorado Avenue to allow an accessory dwelling unit. The conditions of approval are:

1. Any new exterior light fixtures on the property shall be down cast and fully shielded.
2. Enclosure of the two proposed 128 square foot decks will cause the enclosed porches to be included in the square footage of the ADU. The two proposed porches shall not be enclosed if the enclosure would cause the total square footage of the ADU to go over maximum allowed.
3. The ADU shall not be condominiumized and/or sold separate and apart from the primary building to which it is accessory.

ATTACHMENTS:

Planning and Zoning Commission Staff Report
Board of Trustees 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: September 2, 2016

HEARING DATE: September 7, 2016

ADDRESS: 209 North Colorado

APPLICANT: Zarko Vukelic

REQUEST: The applicant is requesting a Special Use Permit to allow an accessory dwelling unit (ADU) in the General Business Old Town (B-1 OT) zone district. An accessory dwelling unit is allowed with the approval of a Special Use Permit according to Town of Buena Vista Municipal Code section 16-155(6) and 16-61, subject to the requirements of Section 16-257.

TOWN STAFF: Scott Reynolds, Planner I

STAFF RECOMMENDATION:

That the Planning and Zoning Commission recommend that the Board of Trustees approve a Special Use Permit application to allow for one accessory dwelling unit on the property located at 209 North Colorado with the following conditions:

1. Any new exterior light fixtures on the property shall be down cast and fully shielded.
2. The two proposed 128 square-foot porches shall not be allowed to be enclosed if they cause the total square footage to go over maximum allowed.
3. The ADU shall not be condominiumized and/or sold separate and apart from the primary building to which it is accessory.
4. The RV tiny home structure on the lot shall not be used as a permanent dwelling.

ATTACHMENTS TO THE REPORT:

Attachment A – Vicinity Map
Attachment B – Zoning Map
Attachment C – Utility Map
Attachment D – Site Photos
Attachment E – Current Conditions

Attachment F – Proposed Subdivision (Future)
Attachment G – Proposed Site Plan
Attachment H – Proposed ADU Floor Plan
Attachment I – Elevations Plan

I. SUMMARY OF REQUEST

Zarko Vukelic has submitted an application seeking approval of a Special Use Permit (SUP) to allow an accessory dwelling unit (ADU) use in the General Business Old Town (B-1 OT) zone district. The subject property is located at 209 N. Colorado. If the SUP is approved, the property owner will be allowed to construct an ADU located on the property, as shown in the application materials.

The proposed ADU is planned to be located behind the proposed primary house. (See attachment G.)

II. HISTORY AND BACKGROUND

1899 – A single family house was constructed on the property according to the County Assessor's information.

1964 – Fence permit for a "fence all around" was pulled and approved through the Town.

1973 – Permit for construction of a 12x12 utility shed was pulled and approved by the Town.

1974 – Sidewalk permit to install a sidewalk in front of 209 and 213 N. Colorado was approved by the Town.

2015 – Zarko Vukelic bought the property. The applicant also constructed a tiny house on wheels on the property.

III. PROCESS – REQUIRED APPROVALS

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

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

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

The applicant has built a tiny house on wheels that sits on the property with a deck. That structure is considered a recreational vehicle (RV) and is not allowed to be occupied as a dwelling unit because it has not been inspected by the building department to ensure it meets building codes to allow it to be used as a permanent residence. It is not part of the requested application. Condition #4 of the approval requires that it not be used for a dwelling unit.

IV. ANALYSIS – ZONING AND LAND USE

	North	South	West	East
Adjacent Zoning Designation	General Business Old Town (B-1, OT)	General Business Old Town (B-1, OT)	General Business Old Town (B-1, OT)	General Density Residential Old Town (R-2, OT)
Adjacent Land Use	Single Family House	Single Family House	Commercial	Vacant

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

B-1 OT Zone District Dimensional Standards

16-245 & 16-255	Requirement:	Applicant has proposed:
Minimum Lot Width	25 feet	50 feet
Maximum Lot Width	100 feet	50 feet
Minimum Front Yard Setback	0 feet	11 feet
Maximum Front Yard Setback	15(e) feet	11 feet
Minimum Side Yard Setback	0 feet	12 feet & 13 feet
Minimum Rear Yard Setback	0 feet	104 feet
Maximum Building Coverage	100% (8,750 square feet)	15% (1,296 square feet)
Minimum Frontage Buildout	60%	100% with the tree (Attachment D)
Maximum Building Height	45 feet	25 feet
Minimum Landscape Area	2 trees	2 trees

V. ANALYSIS – SPECIAL USE PERMIT CRITERIA

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

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

Applicant: Access from North Colorado Avenue.

Staff: The proposed ADU will have pedestrian access on the west side of the structure. The proposed front door provides direct access to North Colorado Avenue. The proposed lot will have vehicular access from Colorado Avenue. See Attachments D and G.

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

Applicant: New 1 off street parking space as referenced on the site plan.

Staff: Municipal Code Section 16-232.d.1 off-street parking standards states:

“General Business District (B-1). Parking requirements in this zone district are based on the linear frontage of the property. For every twenty-five (25) linear feet of frontage, the property will be required to provide one and one-half (1.5) spaces that shall be located on the rear or side of the building off of the alley. The parking requirement shall be rounded up at one-half (0.5) or more. For properties containing double frontage, the linear frontage calculation shall be based on the narrowest lot line. **Properties that do not have an alley are exempt from the off-street parking requirement.** Commercial properties that do not have an alley shall be required to install a bike rack in the front of the property to be exempt from the off-street parking requirement. A bike rack can be installed in front of any property to count towards one (1) of the required parking spaces. A minimum of thirty-six (36) inches of clearance must be maintained on any public walkway where a bike rack is installed. Single-family residences shall not be required to provide more than two (2) spaces per lot.”

209 N. Colorado has two main roads abutting the property, Colorado Avenue to the west and Crymble Street to the east. Since the property does not have an alley, the property is exempt from providing off street parking. The ADU standards listed under Municipal code 16-257 requires one off-street parking space per bedroom which contradicts Municipal code 16-232.d.1. That being said, the applicant is proposing one off-street parking spot for the ADU.

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

3. Refuse and service areas.

Applicant: Garbage pickup in the area is already setup.

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

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

Applicant: Gas, Water, Sewer and electrical will be provided for the ADU.

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

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

Applicant: N/A

Staff: The proposed ADU is also located behind the primary residential structure, helping to screen it from North Colorado Avenue.

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

Applicant: Downcast and shielded for front porch.

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

7. Required yards and other open spaces.

Applicant: Existing tree in the back of the lot will remain. New tree will be added at the front of the property.

Staff: The property is meeting the minimum setback and tree landscaping requirements for the B-1 zone district. There are two existing encroachments on the property that are a civil matter between the property owner and the adjoining properties. See Attachment E.

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

Applicant: New ADU fits with residential use of the surrounding properties.

Staff: The proposed two-story ADU structure will be taller than the main house on the property and abutting residential properties. Structures are allowed to go up to 45 feet in the B-1 zone district to which the ADU is proposed to go 25 feet. The architecture of the existing building is compatible with the architecture of the existing single family home on the property and the adjoining residential properties. Abutting properties will be developing in the near future. See Attachments D, E and I.

VI. ANALYSIS – ACCESSORY DWELLING UNIT CRITERIA

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

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

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

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

The proposed ADU contains 800 square feet of habitable area and will be the only ADU on the lot. The two 128 square foot porches are not included in the overall square foot calculations and will not be allowed to be enclosed in the future if it will cause the total square footage to go over 850. See Attachment H.

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

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

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

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

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

The proposed ADU provides one bedroom and one off-street parking space.

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

The applicant's plans must be reviewed and approved by the Sanitation District and Water department prior to a building permit for the proposed ADU. See Sanitation comments in section *VII. Review Comments*, below.

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

The detached ADU will be located in the rear of the property within the B-1 Zone District.

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

Not applicable with this application due to the lot being commercially zoned.

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

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

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

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

VII. REVIEW COMMENTS

1. Sangre De Cristo Electric: Will serve letter provided
2. Atmos: Will serve letter provided and email stating and comments received stating: Atmos energy has no objections to the building of an ADU at 209 N. Colorado Avenue, Buena Vista, CO. Atmos can either run in a new service line from Colorado Street, or install a second meter at existing meter at 209 N. Colorado Avenue and the customer could then run a private gas line from that point to the ADU.
3. Buena Vista Fire: No issues from fire.
4. Sanitation District: Will serve email provided and comments received stating: The BVSD has the following comments for the ADU at 209 N. Colorado Avenue:
 - a. If the primary residence at 209 N. Colorado Avenue and the ADU are going to share a common sewer service line then the owner will be required to sign a shared line agreement which stipulates that if the land which the primary residence and ADU is ever subdivided, the owner agrees to disconnect the ADU from the shared line and construct a new sewer service line and tap for the ADU. This agreement along with a copy of the deed to the property must be signed and submitted to the District prior to any connection to the District's sewer main.
 - b. A plant investment fee (tap fee) for the ADU must be paid to the District prior to any connections being made
 - c. All sewer service lines must be constructed according to the Buena Vista Sanitation District's rule and regulations
5. Agencies contacted but no comment received: Buena Vista Police Department, Chaffee County Fire Inspector, Charter, and Century Link, Public Works Director.

VIII. CONCLUSION AND RECOMMENDATION

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

1. Zarko Vukelic is requesting approval of a Special Use Permit to allow for an accessory dwelling unit use on the property located at 209 North Colorado Avenue; and
2. Notice of the public hearing was posted as required by the Municipal Code; and
3. The request was reviewed by the appropriate referral agencies; and
4. The application is consistent with the applicable standards for Special Use Permits as set forth in Section 16-61 of the Buena Vista Municipal Code; and
5. The application is consistent with the applicable dimensional and development standards for accessory dwelling units as set forth in Section 16-257 of the Buena Vista Municipal Code.

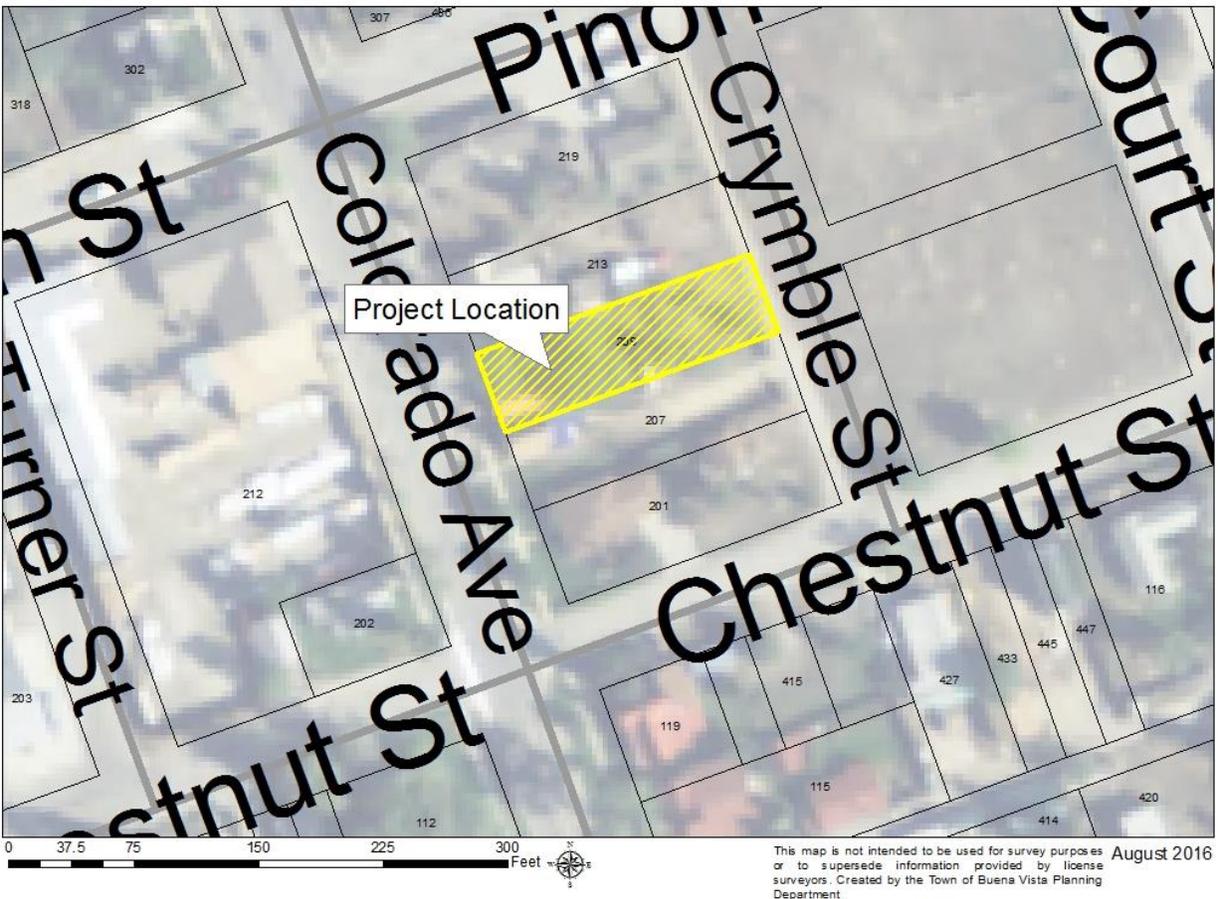
THEREFORE

The Planning and Zoning Commission accepts the conclusion and recommendation as presented in the staff report and recommends **APPROVAL WITH CONDITIONS** to the Board of Trustees for the Special Use Permit at 209 North Colorado Avenue to allow an accessory dwelling unit.

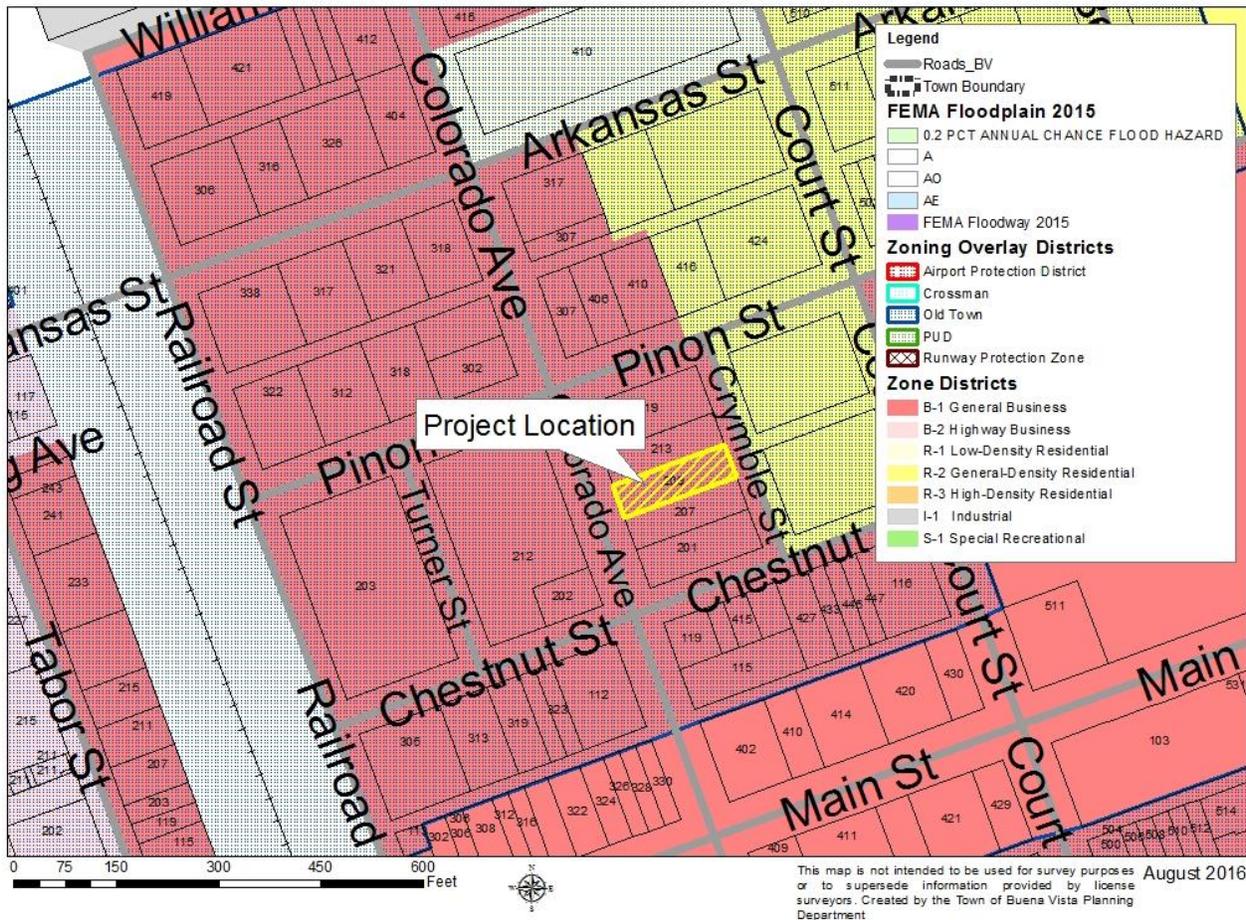
1. Any new exterior light fixtures on the property shall be down cast and fully shielded.
2. The two proposed 128 square-foot porches shall not be allowed to be enclosed if they cause the total square footage to go over maximum allowed.
3. The ADU shall not be condominiumized and/or sold separate and apart from the primary building to which it is accessory.
4. The RV tiny home structure on the lot shall not be used as a permanent dwelling.

Cc: Zarko Vukelic, applicant

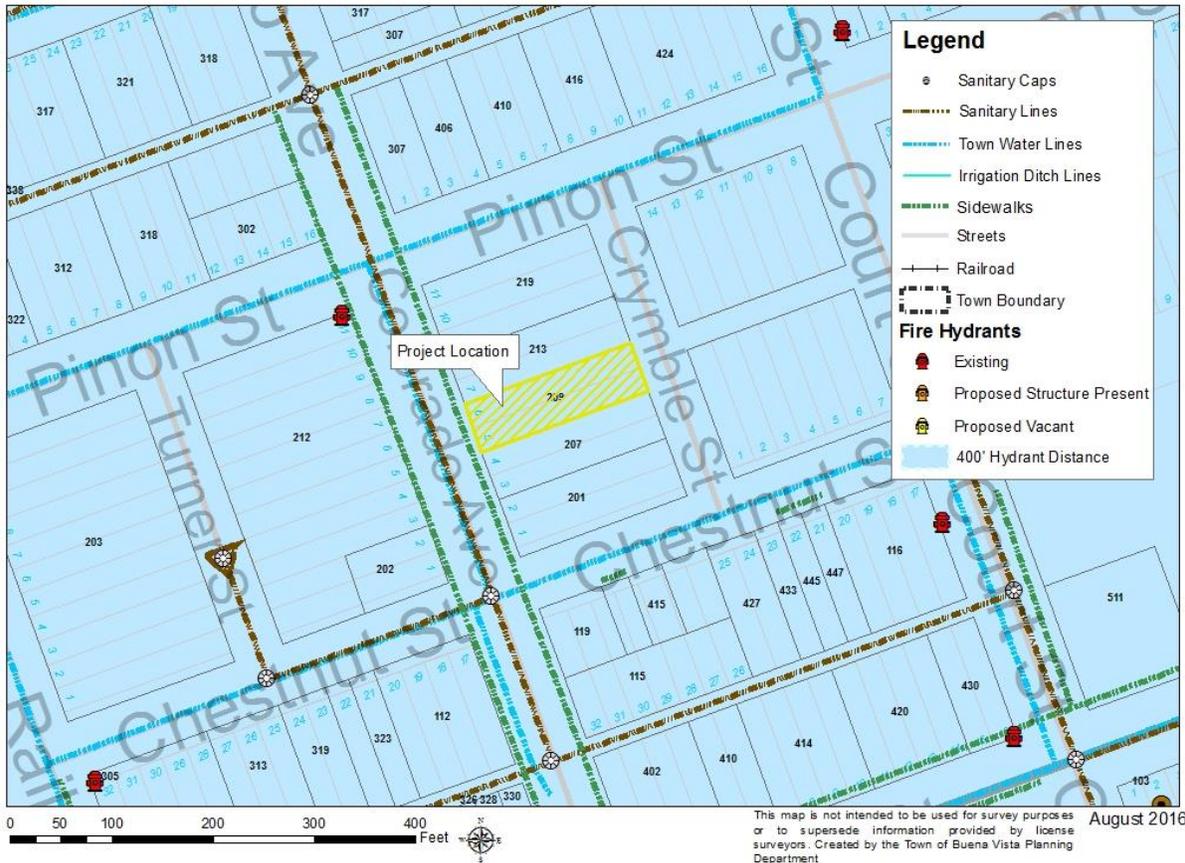
Attachment A – Vicinity Map



Attachment B – Zoning Map



Attachment C – Utility Map



Attachment D - Site Photos

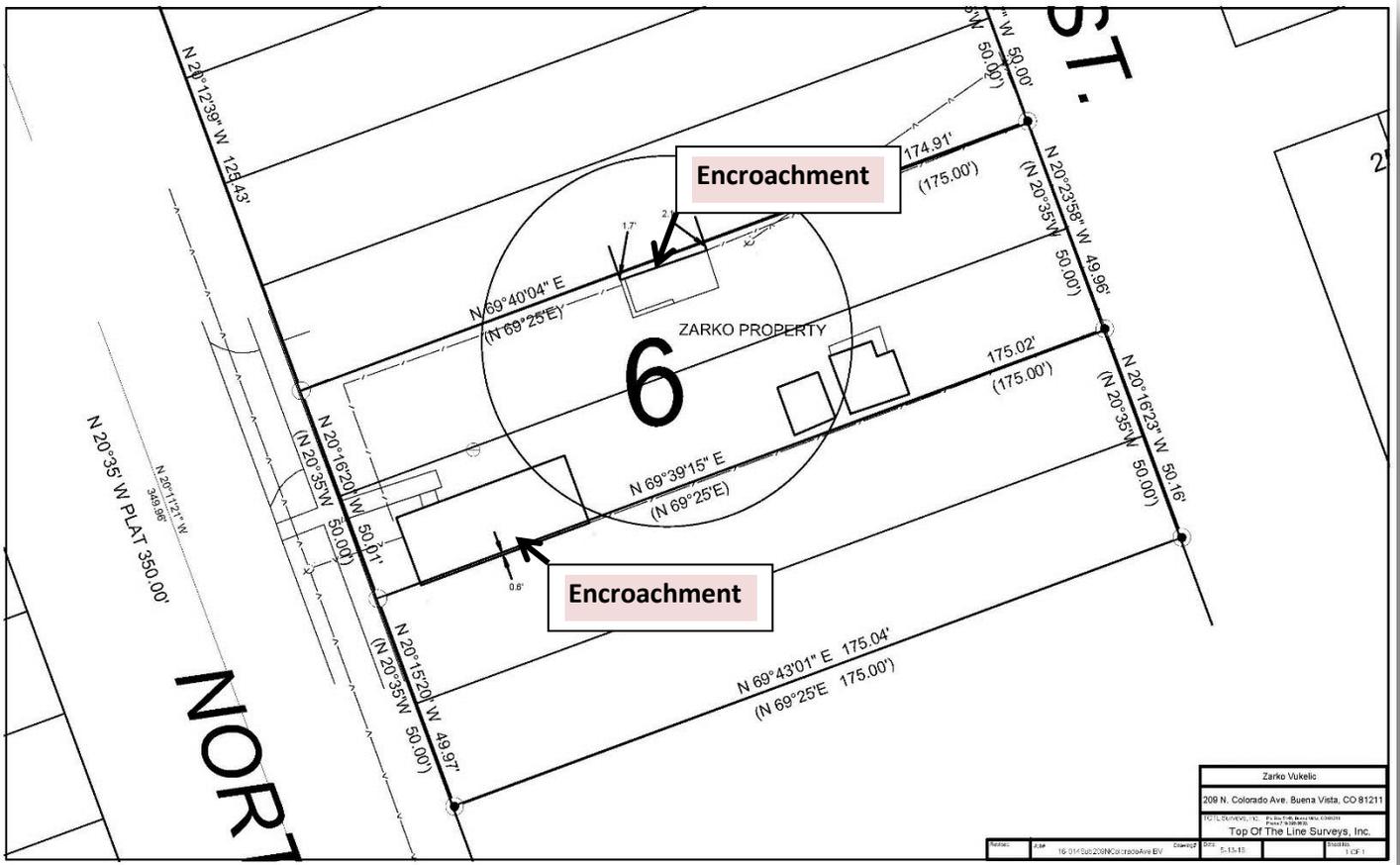


View from North Colorado

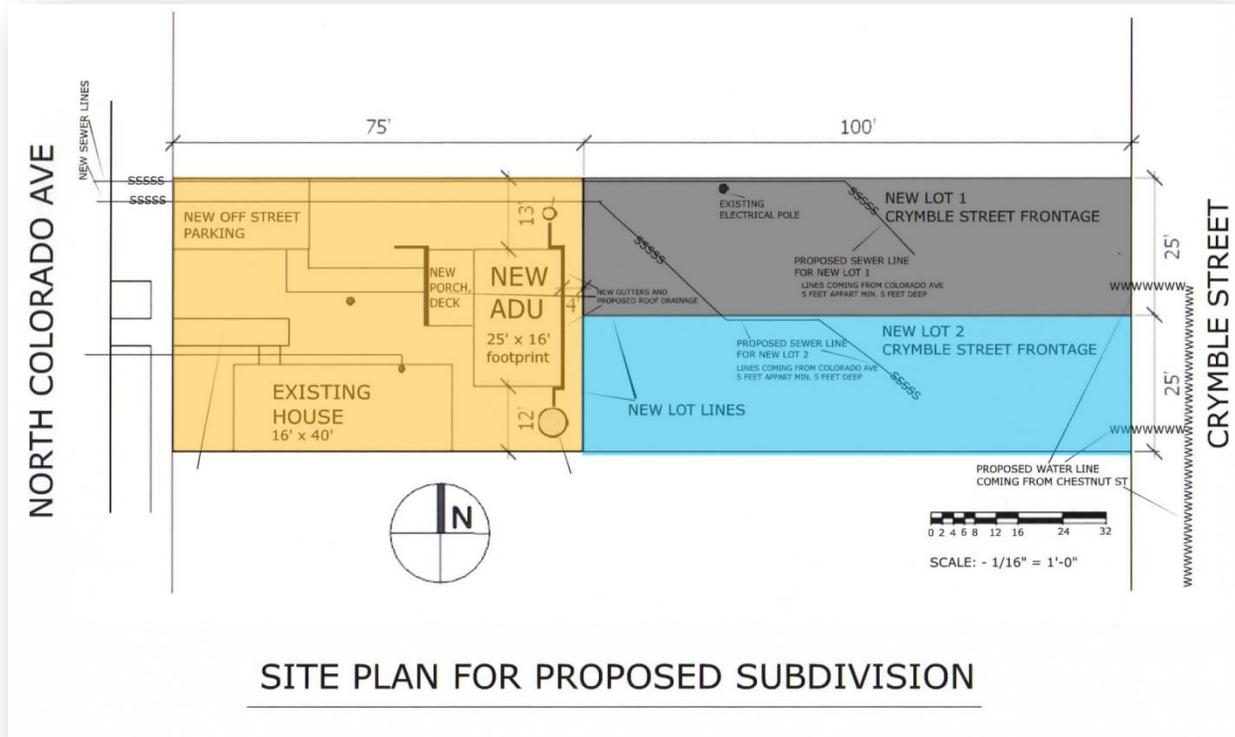


View from Crymble St

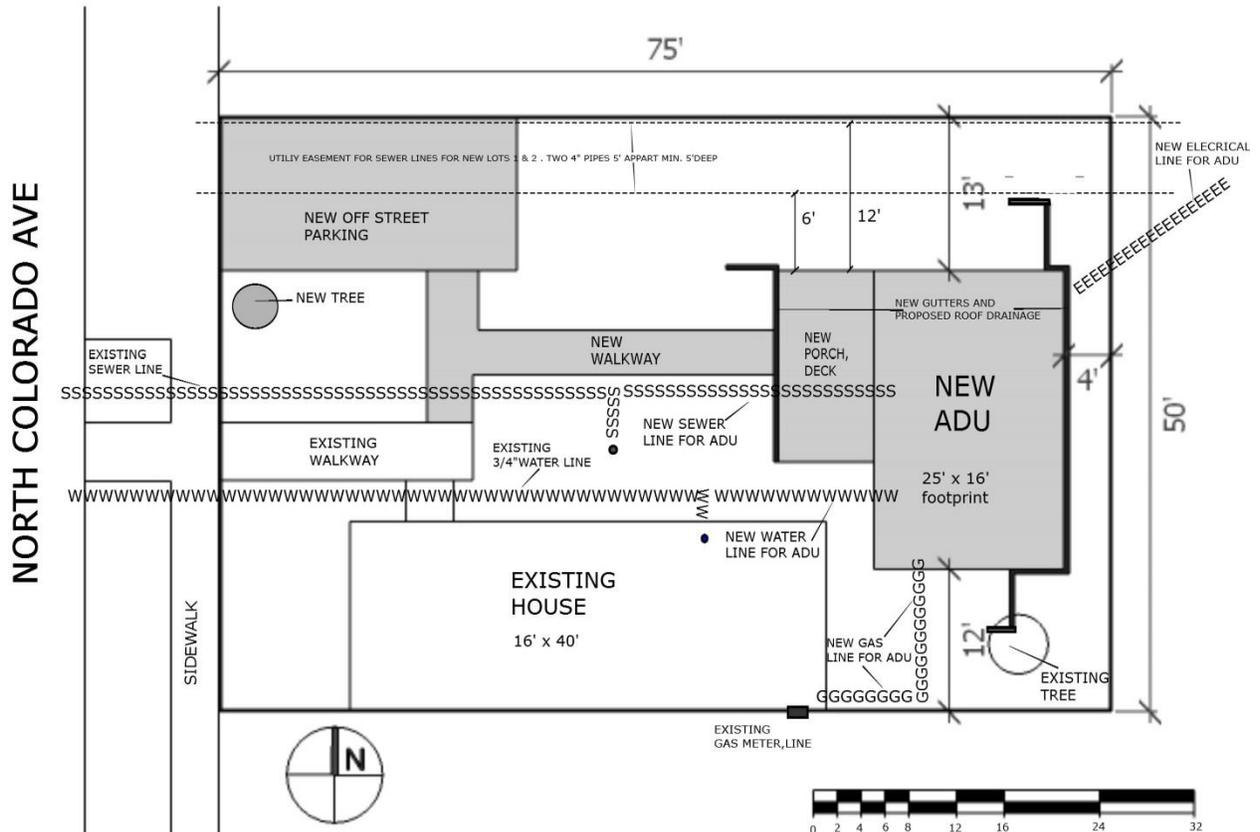
Attachment E- Current Conditions



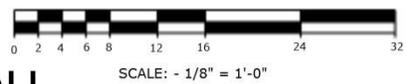
Attachment F – Proposed Subdivision (Future)



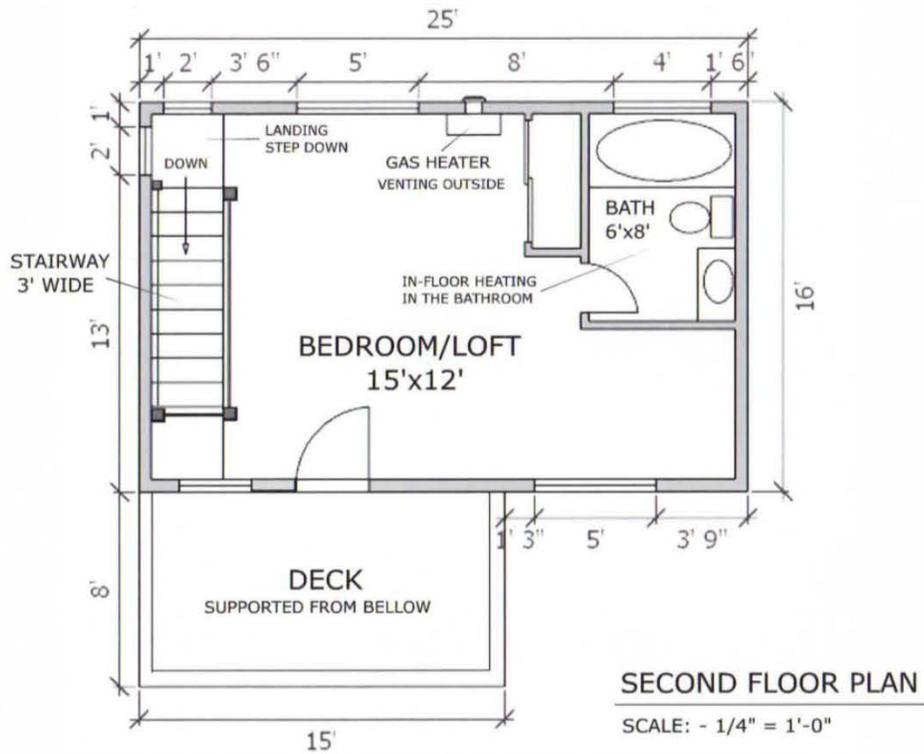
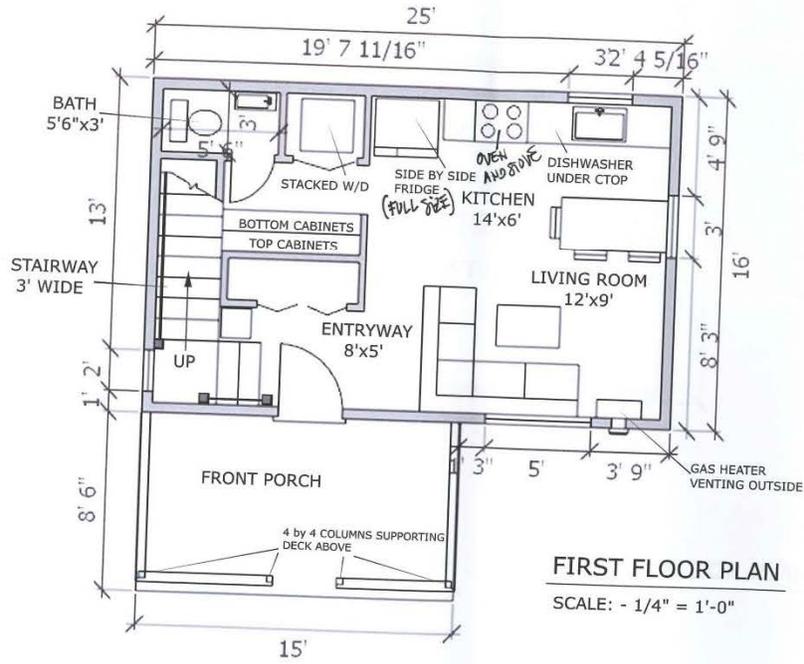
Attachment G – Proposed Site Plan



SITE PLAN FOR ADU



Attachment H – Proposed ADU Floor Plan



Attachment I – Proposed Elevations



FRONT ELEVATION

SCALE: - 1/4" = 1'-0"

ADU Siding

Main House Siding



Siding: Lap Siding
 Trim Color: Cloud White
 Siding Color: Tree Moss

Siding: Lap Siding
 Trim Color: Cloud White
 Siding Color: Tree Moss

TOWN OF BUENA VISTA

**RESOLUTION NO. 93
SERIES 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A SPECIAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT AT 209 N. COLORADO, BUENA VISTA, COLORADO.

WHEREAS, Zarko Vukelic (“Owner”) owns property located at 209 N. Colorado Avenue, Buena Vista, Colorado (“Property”);

WHEREAS, the Property is located in the B-1 General Business and Old Town Overlay Districts;

WHEREAS, pursuant to Section 16-155(6) of the Buena Vista Municipal Code (the “Code”), accessory dwelling units require special use approval in the B-1 zone;

WHEREAS, the Owner filed an application for a Special Use Permit to construct a 800 square foot, one-bedroom accessory dwelling unit (“ADU”) on the Property;

WHEREAS, on September 7, 2016, the Planning and Zoning Commission recommended conditional approval of the special use application;

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

WHEREAS, the Board of Trustees opened the public hearing on September 28, 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 special use permit.

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

Section 1. The Board of Trustees, having reviewed the application, all information provided, testimony heard, and the criteria for approval of a Special Use Permit as set forth in Section 16-61 of the Code and accessory dwelling units in Section 16-257 of the Code, finds that:

1. There is appropriate ingress and egress to the proposed ADU. The proposed ADU will have pedestrian access on the west side of the structure. The proposed front door provides direct access to North Colorado Avenue. The proposed lot will have vehicular access from Colorado Avenue.

2. Planned off-street parking is compliant with Sec. 16-257.
3. Refuse pickup and disposal is already established on the Property. Refuse for the proposed ADU shall be kept on the Property in a similar fashion to the other properties in the area and shall not create a public nuisance.
4. Atmos Energy, Sangre De Cristo Electric and Buena Vista Sanitation District have provided written commitments for service. The Town will allow for water service from the existing structure with the installation of a new water line off the current meter.
5. The proposed ADU is located behind the primary structure and therefore, it satisfactorily screened from North Colorado Avenue.
6. No signs are proposed for the ADU. The proposed residential lighting is compatible with the surrounding neighborhood contingent on compliance with the condition listed below.
7. The proposed ADU meets all applicable setbacks and landscaping requirements.
8. The proposed ADU is compatible with the height of the existing structures on adjacent properties, including scale, exterior color and treatments.
9. The ADU is close to places of employment and provides infill housing in the Town.
10. The ADU is less than the maximum square footage pursuant to Sec. 16-257 subject to the condition listed below for ADUs and contains a kitchen, with an oven, stove, a sink and a refrigerator/freezer.
11. The ADU contains the required bathroom equipped with a sink, toilet and a shower.
12. The Owner shall comply with the conditions of the Buena Vista Sanitation District's requirement for connection of the ADU to the sanitary sewer.
13. The ADU will be located behind the main house in the B-1 zone district.
14. The design, exterior treatments and color of the ADU will be the same as or compatible with the design and exterior color and treatments of the primary building.

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

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

2. Enclosure of the two proposed 128 square foot decks will cause the enclosed porches to be included in the square footage of the ADU. The two proposed porches shall not be enclosed if the enclosure would cause the total square footage of the ADU to go over maximum allowed.

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

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

ADOPTED this 28st day of September, 2016.

Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



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

DATE: September 28, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Resolution #94, Series 2016, entitled "A RESOLUTION THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A GRANT AGREEMENT WITH THE COLORADO DIVISION OF LOCAL GOVERNMENT FOR THE BUENA VISTA BROADBAND PILOT INFRASTRUCTURE PROJECT."?

Request

Staff is requesting that the Board of Trustees consider approval of a grant agreement for the implementation of the broadband pilot infrastructure project.

Overview

The Board of Trustees has seen a few presentations by staff on the importance of broadband. A presentation was made on broadband initiatives and the pilot project on January 12 and March 8 of this year. Staff was directed to fill out the grant application to DOLA for this project due in April. The Town was awarded \$25,000 for the implementation of the project with town matching 50% of the total cost of the project at \$50,000. On September 14 the board approved a contract with Affiniti for the installation of the broadband infrastructure.

Policy Alignment

This grant aligns with the board's policy goals of enhancing economic vitality. This project will provide for Wi-Fi services in the parks. It will improve connectivity during major events and festivals. The goal is to make BV a Wi-Fi hot spot for visitors and residents. This project will also improve e-government service initiatives that improve customer service interactions between the organization and the community.

BOT Action

Motion to **Approve** or **Deny** adoption of Resolution #94, Series 2016, entitled "A RESOLUTION THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A GRANT AGREEMENT WITH THE COLORADO DIVISION OF LOCAL GOVERNMENT FOR THE BUENA VISTA BROADBAND PILOT INFRASTRUCTURE PROJECT."?

Attachment

- Resolution #95
- Buena Vista Economic Broadband Pilot Infrastructure Project Grant Agreement

TOWN OF BUENA VISTA, COLORADO

**RESOLUTION NO. 94
(Series 2016)**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING A GRANT AGREEMENT WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR THE BUENA VISTA BROADBAND PILOT INFRASTRUCTURE PROJECT.

WHEREAS, the Town submitted an application to the State of Colorado Department of Local Affairs ("DOLA") for funding for the installation of high speed broadband accessible to the Town and Community;

WHEREAS, the project is a pilot and will provide services to all Town facilities and will include Wi-Fi in the parks;

WHEREAS, if the project is successful, phase two could include a downtown and U.S. 24 public Wi-Fi program; and

WHEREAS, DOLA has approved the Town's request and the Trustees of the Town of Buena Vista desire that the Town enter into a grant agreement to obtain the funds necessary to conduct the work to install high speed broadband infrastructure.

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

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

RESOLVED, APPROVED AND ADOPTED this 28th day of September, 2016.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



COLORADO
Department of Local Affairs
Division of Local Government

September 19, 2016

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

RE: EIAF #8179 - Buena Vista Community Broadband Infrastructure

Dear Mayor Benson:

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

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

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

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

If you have any questions about these grant packet documents or the contract execution process, please contact your Regional Manager, Christy Culp, (719) 589-2251, (christy.culp@state.co.us) or me at (303) 864-7898.

Sincerely,

John L. Murphy, J.D., M.A.
Contracts Coordinator
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

TO: Hannah Cichocki

THROUGH: Brandy Reitter, Town Administrator, Town of Buena Vista

FROM: John L. Murphy

DATE: September 19, 2016

RE: Contract Approvals

FOR FINAL APPROVAL ROUTING:

RE: EIAF #8179 - Buena Vista Community Broadband Infrastructure

GRANTEE CHECKLIST:

_____ the main Grant Agreement is signed by an authorized signator (original signatures only; no photocopies, stamped or e-signatures)

_____ signed by County Chief Elected Official, City/Town Mayor, or District Board President/Chair

_____ signed by Other

_____ documentation of authority to sign is enclosed

_____ the correct number of originals are attached

_____ one (1) signed original for the State

_____ one (1) signed original for return to the Grantee

_____ documents being sent back to the State must be addressed to:

Department of Local Affairs ATTENTION: Hannah Cichocki 1313 Sherman Street, Room 521 Denver, CO 80203
--

_____ you have sent an email to the State (hannah.cichocki@state.co.us) indicating the date the hard copy will be/has been posted for return to State



GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

TOWN OF BUENA VISTA

Summary

Award Amount: \$25,000.00

Identification #s:

Encumbrance #: F17S8179 (*DOLA's primary identification #*)
Contract Management System #: 94135 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: EIAF 8179
Project Name: Buena Vista Community Broadband Infrastructure
Performance Period: Start Date: _____ End Date: 3/31/2017
Brief Description of Project / Assistance: The Project consists of the provision of telecommunication and broadband facilities in Buena Vista, Colorado.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

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EXHIBIT A – RESERVED.

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – RESERVED.

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

1. PARTIES

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

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

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

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

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

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

C. Purpose

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

D. References

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

4. DEFINITIONS

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

A. Budget

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

B. Closeout Certification

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

C. Evaluation

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

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit B (Scope of Project)
- ii. Exhibit G (Form of Option Letter)

E. Goods

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

F. Grant

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

G. Grant Funds

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

H. Party or Parties

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

I. Pay Request(s)

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

J. Pre-agreement costs

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

K. Project

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

L. Project Closeout

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

M. Program

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

N. Review

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

O. Services

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

P. Status Report(s)

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

Q. Subcontractor

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

R. Subgrantee

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

S. Subject Property

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

T. Substantial Progress in the Work

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

U. Work

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

V. Work Product

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

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in §2 above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **March 31, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

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

6. STATEMENT OF WORK

A. Completion

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

B. Goods and Services

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

C. Employees

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

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$25,000.00 (TWENTY FIVE THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

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

ii. Interest

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

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

C. Use of Funds

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

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of Exhibit B. For line item adjustments, the State will provide written notice to Grantee in a form substantially equivalent to Exhibit G (“Option Letter”). If exercised, the provisions of the Option Letter shall become part of, and be incorporated into, this Grant.

D. Matching/Leveraged Funds

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

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

B. Litigation Reporting

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

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

[Not applicable if Grant Funds include any federal funds]

Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

D. Noncompliance

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

E. Subgrants/Subcontracts

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

9. GRANTEE RECORDS

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

A. Maintenance

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

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or

- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

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

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

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

11. CONFLICTS OF INTEREST

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

12. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

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

B. Legal Authority – Grantee and Grantee's Signatory

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

C. Licenses, Permits, Etc.

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

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantees, Subgrantees and Subcontractors

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

i. Workers' Compensation

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

ii. General Liability

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

iii. Automobile Liability

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

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

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

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

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

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

vii. Flood Insurance

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

viii. Builder’s Risk Insurance

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

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

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

ix. Pollution Liability Insurance

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

C. Miscellaneous Insurance Provisions

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

- i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. Insurer. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. Additional Insured

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

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

14. BREACH

A. Defined

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

B. Notice and Cure Period

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

15. REMEDIES

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

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

D. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

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

iii. Deny Payment

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

iv. Removal

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

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the

State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

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

A. State:

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

B. Grantee:

Joel Benson, Mayor
Town of Buena Vista
PO Box 2002
Buena Vista, Colorado 81211
Email: mayor@buenavistaco.gov

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

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

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation

and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee’s obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

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

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

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

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

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

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

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee’s rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

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

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification-General

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

G. Jurisdiction and Venue

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

H. Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

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

J. Modification

i. By the Parties

If either the State or the Grantee desire to modify the terms of this Grant to either increase or decrease total awarded funds, make budget line item adjustments to Grant Funds, and/or change the performance period or term of the Grant, this may be achieved unilaterally by DOLA through an Option Letter (**Exhibit G**). Except as otherwise provided in this Grant, no modification shall be effective unless agreed to in writing by the Parties in an amendment, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies. Changes to the Grant shall be authorized for approval by the following State or DOLA parties:

a) Approval by Division Director

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

b) Approval by DOLA Controller

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

ii. By Operation of Law

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

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those

provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions
- ii. The provisions of the main body of this Grant (excluding the cover page)
- iii. Any executed Option Letters
- iv. Exhibit B (Scope of Project)
- v. The cover page of this Grant

L. Severability

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

M. Survival of Certain Grant Terms

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

N. Taxes

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

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22. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

iii. GOVERNMENTAL IMMUNITY.

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

iv. INDEPENDENT CONTRACTOR

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

v. COMPLIANCE WITH LAW.

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

vi. CHOICE OF LAW.

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

vii. BINDING ARBITRATION PROHIBITED.

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

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

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

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

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

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

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

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

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

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

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

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

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

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

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

**STATE CONTROLLER
Robert Jaros, CPA**

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of the provision of telecommunication and broadband facilities in Buena Vista, Colorado.

2.2. Work Description. The Town of Buena Vista (Grantee) shall contract for the provision of telecommunication and broadband facilities, utilizing seven (7) edge links connected into two (2) 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 open access aggregated middle network using licensed and unlicensed microwave radio delivery systems. The Grantee shall hire a qualified firm to purchase, install and configure approximately eight (8) Ruckus P300 PTP links, one (1) Ruckus T300 AP, two (2) Ruckus T301 AP, three (3) Siklu EH1200TX, one (1) Siklu FCC Licenses and associated hardware. Installation sites are located within the Town of Buena Vista. The Grantee shall own the installation sites and purchased equipment.

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

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

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

2.5. Eligible Expenses. Eligible expenses shall include: labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees.

3. DEFINITIONS

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

3.2. Project Budget Line Items.

3.2.1. "Construction/Improvement of Public Utilities" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

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

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the completion of the first phase of the Town's integrated broadband network.

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

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	October 1, 2016
Order Equipment.	October 1, 2016
Provide DOLA with Project Timeline	October 31, 2016

Begin work/Contractor mobilization.	December 1, 2016
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	June 29, 2017

4.4. Budget Line Item Adjustments.

4.4.1. Grantee may request that DOLA move Grant Funds between and among budget line items, so long as the total amount of Grant Funds remains unchanged. To make such budget line item changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Grantee may increase or decrease the amount of any one or any combination of budget line items of “Other Funds” as described in §6.1, or move funds between and among budget line items of such “Other Funds,” so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.1 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request	Status Report
4 th (Oct-Dec)	2016	January 30, 2017	Yes	Yes
1 st (Jan-Mar)	2017	April 30, 2017	Yes	Yes

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

5. PERSONNEL

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

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

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

5.4. DLG Regional Manager: Christy Culp, (719) 589-2251, (christy.culp@state.co.us)

5.5. DLG Regional Assistant: Chelsea Stromberg, (719) 924-2087, (chelsea.stromberg@state.co.us)

6. FUNDING

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

6.1. Matching/Other Funds. Grantee shall provide at least 50% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Construction/Improvement of Public Utilities	\$50,000	\$25,000	\$25,000	Grantee
Total	\$50,000	\$25,000	\$25,000	

7. PAYMENT

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

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

Payment	Amount	
Interim Payment(s)	\$23,750	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$1,250	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$25,000	

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

8. ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1.Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2.Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3.Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4.Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

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

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

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

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT G – Sample OPTION LETTER
OPTION LETTER

Date:	Original Grant Agreement CMS #:	CMS Routing #
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- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend (*use this option for Extension of Time*)
 - b. Change in the maximum Grant Funds dollar amount within current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
 - c. Budget Line Item Adjustment(s) – reallocation of awarded Grant Funds to Budget Line Item(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

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

a. **For use with Option 1(a):** In accordance with **Section 5(A)** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
On-site walk through inspection(s) of Work Site(s)	[give target date]
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
1 st (Jan-Mar)	2016	April 30, 2016	Yes	Yes
2 nd (Apr-Jun)	2016	July 30, 2016	Yes	Yes
3 rd (Jul-Sep)	2016	October 30, 2016	Yes	Yes
4 th (Oct-Dec)	2016	January 30, 2017	Yes	Yes
1 st (Jan-Mar)	2017	April 30, 2016	Yes	Yes

b. **For use with Option 1(b):** In accordance with **Section 7(A)** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The maximum amount in **Section 7.A.** of the main body of the Grant is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Architectural/Engineering Services	\$ 0.00			Grantee
Building or Facility Construction				Grantee
Total	\$ 0.00	\$ 0.00	\$ 0.00	

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

c. **For use with Option 1(c):** In accordance with Section 6.2 of Exhibit B of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in Section 6.2 of Exhibit B is deleted and replaced with the following:

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Architectural/Engineering Services	\$ 0.00			Grantee
Building or Facility Construction				Grantee
Total	\$ 0.00	\$ 0.00	\$ 0.00	

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

STATE OF COLORADO
John W. Hickenlooper GOVERNOR
 Colorado Department of Local Affairs

By: _____
 Irv Halter, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Janet Miks, CPA, Controller Delegate

Date: _____



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

DATE: September 28, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator

AGENDA ITEM: Everbridge Mass Notification and Community Engagement Agreement for Chaffee County

Request

Staff is requesting that the Board of Trustees consider approval of an agreement between Chaffee County's Emergency Telephone Authority Board (911 Board) and the Town of Buena Vista to change vendors for emergency notification systems.

Overview

The Chaffee County Emergency Telephone Authority Board (9-1-1 Board), voted recently to change vendors for the emergency notifications systems, which is used to notify citizens of emergencies in their area (commonly referred to as a "reverse 9-1-1 system). The new vendor that was voted on was Everbridge.

Attached is the pricing sheet and the SLG Core Platform Agreement from the vendor, as per the Second Amendment to the *2006 Intergovernmental Agreement concerning the implementation of an "E9-1-1" "Emergency Telephone Service" dated February 10, 2014. Section V. a: The Authority may enter into and execute contracts with third parties provided that any and all contracts which the Authority executes have been approved by each of the governing bodies of the Authority. If a governing body of the Authority fails to take action with respect to a request for approval within 15 days of such request, the governing body shall be deemed to have approved the contract.*

There is not a financial impact to the town for this request.

Policy Alignment

This request aligns with the 2006 Intergovernmental Agreement governing the 911 Board.

BOT Action

Motion to **Approve** or **Deny** Everbridge, Inc. Core Service Agreement for Chaffee County.

Attachment

- Everbridge Platform Service Agreement
- Everbridge Quotation Proposal



Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and the client (“**Client**”) identified on the Quote (as defined below), effective on the date of Client’s signature on the Quote (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions(s) (the “**Solution(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts, (as defined below), households or Users, as applicable depending on the Solutions ordered.

1.2 Affiliates. An Affiliate (as defined below) may purchase Services to the same extent as Client, provided, that the Affiliate purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliate. Solely as to the Agreement between Everbridge and such Affiliate, all terms and references to “Client” shall refer to such Affiliate upon execution of an applicable Quote. By executing a Quote each Affiliate agrees to be bound by all the terms and conditions herein as to such Affiliate. “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition of Affiliates, means (i) the ownership of greater than fifty percent (50%) of the voting power to elect directors of the subject entity, or (ii) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliate even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Client shall pay the fees set forth in the Quote (“**Pricing**”). If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Users. If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize

certain of its employees and contractors, and the employees and contractors of Affiliates, to access that Service as Users. If Client has purchased any other Solution, Client shall authorize the number of Users set forth on the Quote as applicable to that Service. Collectively, Client’s employees and contractors who access any Solution as provided in this subsection are referred to as “**User(s)**”. A “**Contact**” is any individual person that Client contacts through the Solutions and/or provides their personal contact information to Everbridge, including through an opt-in portal, as applicable. Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete such onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, any additional onboarding services will be subject to additional charges. There is no requirement to purchase additional services.

3.2 Client Data. “**Client Data**” is all electronic data Client transmits to Everbridge to or through the Solutions. Client shall retain all ownership rights in Client Data. Client shall have sole responsibility for the accuracy, quality, integrity, and legality of all Client Data. By ordering the Solutions, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Solution Providers to collect, store and process Client Data including Contact data subject to the terms of this Agreement. “**Solution Providers**” shall mean communications carriers, data centers, colocation and hosting services providers, short messaging services (“**SMS**”) providers and content and data management providers that Everbridge uses in providing the Solutions. Client shall maintain a copy of all Client Contact data it provides to Everbridge. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client or Contacts.

3.3 Limitations on Use. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 Security of Services. Everbridge’s IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the “**Privacy and Security Compliance**” link on www.everbridge.com.

"Privacy Laws" means all United States federal and state laws and regulations regarding consumer and data protection and privacy.

4. TERM. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Services pursuant to the notice provisions above in Section 5.1. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends access to the Solution(s), Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to the lesser of 10% of their annual Solution subscription or \$1,000.

5.3 Suspension. Everbridge may suspend the Solution or any portion, for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible. In the event of suspension under (ii), Everbridge shall use best efforts to notify Client within two (2) hours of such suspension.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes and shall not make the Solution available to, or use the Solution for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Solution except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; (vi) defeat or attempt to defeat any security mechanism of any Solution, or (vii) access the Solution for purposes of monitoring Solution availability, performance or functionality, or for any other benchmarking or competitive purposes; provided, however, that this subpart (viii) shall not preclude Client's ability to issue test messages as specified in Exhibit A. Client shall not and shall not attempt to access the Everbridge systems programmatically except as set forth on the System Inclusion sheet for Everbridge Open APIs.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, modifications, extensions, enhancements, configurations, derivative works, discoveries, processes, methods, designs and know-how pertaining to any of the foregoing) (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback and other information (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Everbridge and its respective licensors, and Client hereby assigns any such rights to Everbridge. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving**

Party”), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, all Everbridge Technology, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party’s prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., “state sunshine” laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall retain Confidential Information in accordance with its standard records and data retention policies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party’s Confidential Information.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party’s Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the relevant Solution system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT

INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys’ fees) incurred in connection with any third party claim, suit or proceeding (“**Claim**”) arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or Client’s breach of the tax provisions in Section 2 or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client.

9.3 Indemnification Process. The indemnifying party’s obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party’s business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge’s indemnification obligations, if (x) any aspect of the Solution is found or, in Everbridge’s reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge’s option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The foregoing remedies are Client’s exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by

Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Client acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Solution.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the

event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the Quote. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

11.7 Marketing. Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT.

EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts,

each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

Nixle® Branded Products and Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, “**Public Communications**”), (b) use and display Client’s trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client’s website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

Everbridge Branded Products:

“**Data Feed**” means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

“**Incident Administrator**” means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution.

“**Incident Operator**” means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote.
3. **Secure Messaging.** For Customers purchasing peer to peer secure messaging solutions (“**Secure Messaging**”), Everbridge shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”), and the Gramm-Leach-Bliley and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Customer acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, “**Consumer Protection Law**”). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees, that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association. More information can be found at <http://mmaglobal.com/policies>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.



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QUOTATION

Quote Number: 00025211

Confidential

1 of 2

Prepared for: Janice Veltri
County of Chaffee
PO BOX 699
Salida, CO 81201-0699
+1.719.539.2596
jveltri@chaffeesherriff.org

Quotation Date: August 25, 2016
Quote Expiration Date: August 31, 2016
Rep: Brian Yim
brian.yim@everbridge.com

Contract Summary Information

Contract Period: 3 Years
MN Contacts up to: 300
MN Households up to: 7,336

ANNUAL SUBSCRIPTION

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN)	Recurring	1	\$6,603.00	\$6,603.00

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Community Engagement	Recurring	1	\$1,650.00	\$1,650.00



CLIENT REGISTRATION FORM

***Required information**

***Client Name:**

Account Number: (Internal use only)

***Requestor/Approver of Services:**

Contact Name:

Phone Number:

Email Address:

Other Number:

***Billing Address:**

Contact Name:

Contact Name:

Address:

Address:

City:

State/Province/Region:

City:

State/Province/Region:

Postal/Zip Code:

Country:

Postal/Zip Code:

Country:

***Accounts Payable Department:**

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address: *same as Billing Address*

same as Shipping Address

City:

State/Province/Region:

Postal/Zip Code:

Country:

***Purchasing Department:**

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address: *same as Billing Address*

same as Shipping Address

City:

State/Province/Region:

Postal/Zip Code:

Country:

***Invoice Submission Email Address(s):**

***Do you require a Purchase Order to process payment?**

Yes

No

If Yes, please send Purchase Order to Final.Documents@everbridge.com

(For U.S. Clients only)

***Is your organization exempt from paying Sales and Use Tax?**

Yes

No

If your organization is exempt or is utilizing Direct Pay, please attach a copy of your Exemption or Direct Pay Certificate to this form

*If either of the certificates is not attached to this form, sales tax will be added where applicable.

Please provide any special instructions for submitting and processing invoices for payment:

Please list and attach any required forms and/or web links for invoice processing:

e.g., Wire/EFT/ACH forms, Vendor forms, W9 forms, Registration links

Please return the form via Email to Final.Documents@everbridge.com or Fax to 818-484-2299



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

DATE: September 28, 2016
TO: Mayor and Board of Trustees
FROM: Brandy Reitter, Town Administrator
SUBJECT: TOWN ADMINISTRATOR REPORT

Administration

Reminders:

- September 26 – BV Strong Community Dinner at 5:45 PM
- October 4 – Flu Shot Clinic at 7 AM at the Community Center
- October 6 – BOT Budget Workshop at 5:30 PM – 9:00 PM

Staff is hosting our quarterly strategic planning session on September 19. We will cover the following organizational goals:

- Revisit mission statement and core values
- Discuss what is working and what needs to improve
- Improve efficient leadership and decision making
- Continue review of policy
- Establish benchmarks for FTE requests
- Improve technology

Recreation, Events, Trails, & Tourism

The FronTerra Group will present a draft of the final designs of the four park design project to staff on September 28. The final design and estimates will be delivered to staff October 10.

Town will receive the GOCO Starburst award on October 12 for the Splash Park. A presentation will be made during the BOT meeting.

Main Street & Creative District, Community/Economic Development Initiatives

Staff accepted the Governor's Award for Downtown Excellence for the Best Use of Public Space in a Small Community for the Splash Park at the Downtown Colorado, Inc. Conference in Pueblo last week.

The Town was awarded a \$1 million tax credit from the Colorado Housing Finance Authority (CHFA). This was the result of public and private partnerships and a lot of hard work by staff and the Board of Trustees.

Colorado Creative Industries and various Arts Space partners from across the county are visiting Buena Vista on October 10 to conduct a site visit and to meet with stakeholders on the Space to Create application. The Space to Create program addresses workforce housing for creative entrepreneurs.

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

Sincerely,

A handwritten signature in cursive script that reads "Brandy Reitter".

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 28, 2016
TO: Mayor and Board of Trustees
FROM: Michelle Stoke, Town Treasurer
AGENDA ITEM: Treasurer's Report

Sales Tax

The Town is still posting a strong increasing trend in sales tax revenue. Town is currently \$157,360.81 higher than the same period in 2015 (a 11.94% increase) and \$198,876.77 higher than budget. I have included the current sales tax graph with my report.

Legal and Engineering fees

I have also attached two sheets detailing the breakdown of legal fees and engineering fees.

Detailed Income Statements per Department

I have attached to this report detailed income statements for each department as preparation for the upcoming Budget conversations we will be having. Each department in the General Fund is listed separately as requested.

27% Reserves

I have attached an email from Trustee Volpe regarding the reserves. Even though answered him directly, I feel it is important to continue to have this conversation with the entire Board until we are all on the same page with this issue. I have also attached the reserve calculations from the 2nd quarter report which will be updated next month in the 3rd quarter report.

Town Expenditures

Since the September 14, 2016 report, the Town has issued:

- 68 Accounts Payable checks for Town expenditures for a total of \$87,099.49.
- ACH withdrawals to the IRS, FPPA, and Colorado Department of Revenue for \$19,079.14 for the pay period ending 9/10/2016
- Net payroll of \$52,451.94 for the same period.

The breakdown by Fund for AP and payroll-related check disbursements plus the ACH payments is as follows: *(Note that all expenditures are not expenses since some are reimbursed or are withholdings from employees' gross payroll.)*

- General Fund - \$ 48,564.26
- Water Fund - \$ 10,955.07
- Capital Improvement - \$ 1,998.68
- Airport Enterprise Fund - \$ 25,581.48
- Total all Funds - \$ 87,099.49

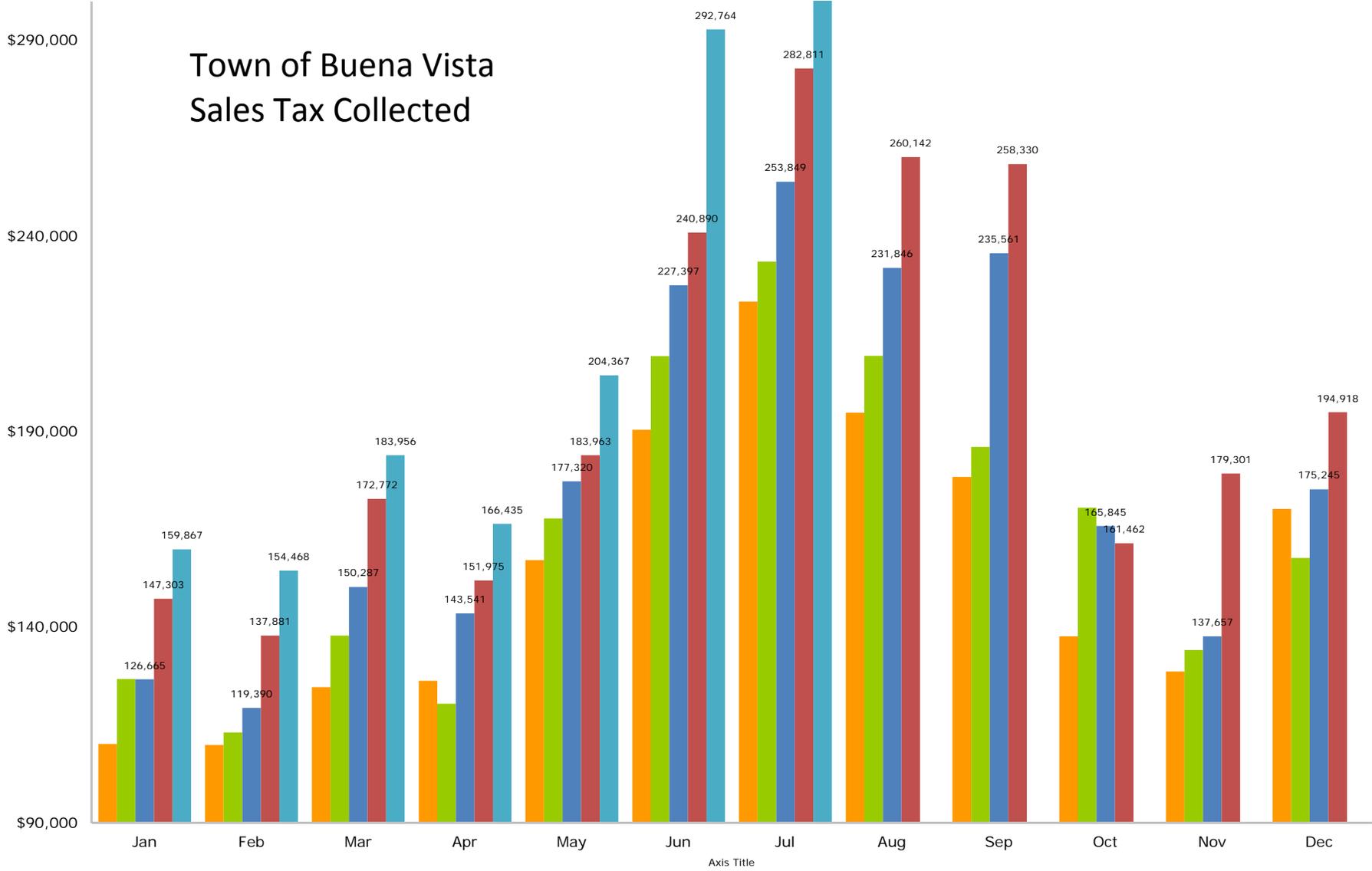
Large expenditures this period:

- Ascent Aviation for \$16,149.96 for aviation fuel inventory.
- CCOERA for \$2,884.11 for employer and employee funded retirement contributions.
- Econo Signs LLS for \$2,274.90 for street signs and hardware.
- Myslik, Inc for \$6,000 for FOD Blanket.
- Pinnacol Assurance for \$9,436.00 for final 2016 Worker's Comp premium payment.
- Sangre De Cristo for \$10,337.71 for August electricity.
- Tracker Software Corporation for \$5,913.64 for work order software, installation and training.

This concludes my report at this time.

Michelle Stoke, CPA
Treasurer

Town of Buena Vista Sales Tax Collected





Town of Buena Vista

Date Range: 01/01/2016 - 12/31/2016

Account Detail

Account	Name	Beginning Balance	Total Activity	Ending Balance
<u>01-110-4410</u>	Board of Trustees Legal			21762
Post Date	Packet Number Source Transaction	Description	Vendor	Amount Running Balance
02/26/2016	APPKT01081 January 31, 2016	BOT: Jan 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	3492 3492
03/25/2016	APPKT01093 February 29, 2016	BOT: Feb 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	2304 5796
05/06/2016	APPKT01111 March 31, 2016	BOT	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	2178 7974
05/12/2016	APPKT01114 April 30, 2016	BOT: Attorney Fees: Apr 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	3276 11250
07/01/2016	APPKT01131 May 31, 2016	BOT Attorney Fees: May 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	3006 14256
07/25/2016	APPKT01138 June 30, 2016	BOT Attorney Fees: June 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	3006 17262
08/25/2016	APPKT01152 July 31, 2016	BOT Attorney Fees: Jul 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	306 17568
08/25/2016	APPKT01152 July 31, 2016	BOT Attorney Fees: Jul 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	4194 21762
<u>01-125-4410</u>	Municipal Court Legal			17856
Post Date	Packet Number Source Transaction	Description	Vendor	Amount Running Balance
01/26/2016	APPKT01065 34903	Municipal Court Legal Fees: Jan 15 - 2/	001118 - Dale R. Enck	1332 1332
03/04/2016	APPKT01085 34948	Municipal Court Legal Fees: 1/15/16 -	001118 - Dale R. Enck	2016 3348
04/15/2016	APPKT01102 34960	Municipal Court Legal Fees: March 20:	001118 - Dale R. Enck	3160 6508
04/29/2016	APPKT01109 35001	Municipal Court Legal Fees: April 5 - A	001118 - Dale R. Enck	1760 8268
05/26/2016	APPKT01119 35105	Municipal Court Legal Fees: 4/26 - 5/1	001118 - Dale R. Enck	2720 10988
07/01/2016	APPKT01131 35150	Municipal Court Legal Fees: 5/24 - 6/2	001118 - Dale R. Enck	2400 13388
07/25/2016	APPKT01138 June 30, 2016	Municipal Court Attorney Fees: June 20	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	108 13496
07/29/2016	APPKT01142 35203	Municipal Court Legal Fees: 6/13 - 7/2	001118 - Dale R. Enck	2260 15756
08/25/2016	APPKT01152 35309	Municipal Court Legal Fees: 7/26 - 8/2	001118 - Dale R. Enck	2100 17856
<u>01-130-4410</u>	Administrator Legal			19162.73
Post Date	Packet Number Source Transaction	Description	Vendor	Amount Running Balance
02/26/2016	APPKT01081 January 31, 2016	Admin: Jan 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	396 396
02/26/2016	APPKT01081 January 31, 2016	Clerk: Jan 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	180 576
02/26/2016	APPKT01081 January 31, 2016	Admin: Jan 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	865.95 1441.95
03/25/2016	APPKT01093 February 29, 2016	Admin: Feb 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	3992.12 5434.07
03/25/2016	APPKT01093 February 29, 2016	Clerk: Feb 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	270 5704.07
03/25/2016	APPKT01093 February 29, 2016	Admin: Feb 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	279.14 5983.21
05/06/2016	APPKT01111 March 31, 2016	Clerk: Mar 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	414 6397.21
05/06/2016	APPKT01111 March 31, 2016	Admin: Mar 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	126.08 6523.29
05/12/2016	APPKT01114 April 30, 2016	Clerk: Attorney Fees: Apr 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	846 7369.29
05/12/2016	APPKT01114 April 30, 2016	Admin: Attorney Fees: Apr 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	36 7405.29
05/12/2016	APPKT01114 April 30, 2016	Admin: Attorney Fees: Apr 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	216 7621.29
07/01/2016	APPKT01131 May 31, 2016	Admin Attorney Fees: May 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	1368 8989.29
07/01/2016	APPKT01131 May 31, 2016	Admin Attorney Fees: May 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	1980.39 10969.68
07/01/2016	APPKT01131 May 31, 2016	Clerk Attorney Fees: May 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	18 10987.68
07/01/2016	APPKT01131 May 31, 2016	Admin Attorney Fees: May 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	1296 12283.68
07/25/2016	APPKT01138 June 30, 2016	Admin Attorney Fees: June 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	18 12301.68
07/25/2016	APPKT01138 June 30, 2016	Admin Attorney Fees: June 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	1044 13345.68

07/25/2016	APPKT01138	June 30, 2016	Admin Attorney Fees: June 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	1381.52	14727.2
08/25/2016	APPKT01152	July 31, 2016	Clerk Attorney Fees: Jul 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	54	14781.2
08/25/2016	APPKT01152	July 31, 2016	Admin Attorney Fees: Jul 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	619.53	15400.73
08/25/2016	APPKT01152	July 31, 2016	Admin Attorney Fees: Jul 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	3762	19162.73
01-135-4410	Treasurer	Legal				414
Post Date	Packet Number	Source Transaction	Description	Vendor		Amount Running Balance
02/26/2016	APPKT01081	January 31, 2016	Personnel: Jan 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	414	414
01-210-4410	Police	Legal				5856.3
Post Date	Packet Number	Source Transaction	Description	Vendor		Amount Running Balance
03/25/2016	APPKT01093	February 29, 2016	PD:: Feb 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	2466	2466
05/06/2016	APPKT01111	March 31, 2016	PD: Mar 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	2220.3	4686.3
08/25/2016	APPKT01152	July 31, 2016	PD Attorney Fees: Jul 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	1170	5856.3
01-310-4410	Planning	Legal				30361.44
Post Date	Packet Number	Source Transaction	Description	Vendor		Amount Running Balance
02/26/2016	APPKT01081	January 31, 2016	Planning: Jan 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	3907.49	3907.49
03/25/2016	APPKT01093	February 29, 2016	Planning: Feb 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	2526.27	6433.76
05/06/2016	APPKT01111	March 31, 2016	Planning: Mar 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	5835.2	12268.96
05/06/2016	APPKT01111	March 31, 2016	Planning: Mar 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	995.89	13264.85
05/12/2016	APPKT01114	April 30, 2016	Planning: Attorney Fees: Apr 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	5418.9	18683.75
07/01/2016	APPKT01131	May 31, 2016	Planning Attorney Fees: May 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	5439.58	24123.33
07/25/2016	APPKT01138	June 30, 2016	Planning Attorney Fees: June 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	3775.46	27898.79
08/25/2016	APPKT01152	July 31, 2016	Planning Attorney Fees: Jul 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	2462.65	30361.44
01-410-4410	Public Works	Legal				198
Post Date	Packet Number	Source Transaction	Description	Vendor		Amount Running Balance
02/26/2016	APPKT01081	January 31, 2016	PW: Jan 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	126	126
08/25/2016	APPKT01152	July 31, 2016	PW Attorney Fees: Jul 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	72	198
01-510-4410	Parks	Legal				36
Post Date	Packet Number	Source Transaction	Description	Vendor		Amount Running Balance
05/06/2016	APPKT01111	March 31, 2016	Parks: Mar 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	36	36
02-710-4410	Water	Legal				31637.86
Post Date	Packet Number	Source Transaction	Description	Vendor		Amount Running Balance
02/26/2016	APPKT01081	33261	Water Legal Fees: Jan 2016	000708 - ALPERSTEIN & COVELL P.C.	1128.5	1128.5
03/25/2016	APPKT01093	February 29, 2016	Water Dept: Feb 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	360	1488.5
04/08/2016	APPKT01097	33352	Water Legal Fees: Feb 2016	000708 - ALPERSTEIN & COVELL P.C.	962	2450.5
05/06/2016	APPKT01111	48641	Monthly Water Engineering Svc: Mar 2016	000204 - WRIGHT WATER ENGINEERS	40.64	2491.14
05/06/2016	APPKT01111	48641	Monthly Water Engineering Svc: Mar 2016	000204 - WRIGHT WATER ENGINEERS	1146	3637.14
05/06/2016	APPKT01111	48641	Monthly Water Engineering Svc: Mar 2016	000204 - WRIGHT WATER ENGINEERS	9824.1	13461.24
05/06/2016	APPKT01111	506	Water Legal Fees: Mar 2016	000708 - ALPERSTEIN & COVELL P.C.	3570.5	17031.74
05/06/2016	APPKT01111	March 31, 2016	Water Dept: Mar 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	288	17319.74
05/06/2016	APPKT01111	March 31, 2016	Water Dept: Mar 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	1458	18777.74
05/12/2016	APPKT01114	April 30, 2016	Water: Attorney Fees: Apr 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	5739	24516.74
05/12/2016	APPKT01114	April 30, 2016	Water Dept: Attorney Fees: Apr 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	434.62	24951.36
06/02/2016	APPKT01123	33658	Water Legal Fees: March 24 - April 18	000708 - ALPERSTEIN & COVELL P.C.	2941.5	27892.86
06/17/2016	APPKT01129	33756	Water Legal Fees: May 2016	000708 - ALPERSTEIN & COVELL P.C.	2932	30824.86
07/01/2016	APPKT01131	May 31, 2016	Water Attorney Fees: May 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	36	30860.86
07/25/2016	APPKT01138	33883	Water Legal Fees: June 2016	000708 - ALPERSTEIN & COVELL P.C.	481	31341.86

08/19/2016	APPKT01150	33987	Water Legal Fees: July 2016	000708 - ALPERSTEIN & COVELL P.C.	296	31637.86
07-830-4410	Airport		Legal			1620
Post Date	Packet Number	Source Transaction	Description	Vendor	Amount	Running Balance
03/25/2016	APPKT01093	February 29, 2016	Airport: Feb 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	90	90
03/25/2016	APPKT01093	February 29, 2016	Airport: Feb 2016 Attorney Fees	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	702	792
05/12/2016	APPKT01114	April 30, 2016	Airport: Attorney Fees: Apr 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	144	936
07/25/2016	APPKT01138	June 30, 2016	Airport Attorney Fees: June 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	666	1602
08/25/2016	APPKT01152	July 31, 2016	Airport Attorney Fees: Jul 2016	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.	18	1620

Grand Totals: Beginning Balance: **0** **Total Activity:** **Ending Balance:** **128904.33**

12,311.50	000708 - ALPERSTEIN & COVELL P.C.
17,748.00	001118 - Dale R. Enck
87,834.09	001175 - Hoffmann, Parker, Wilson & Carberry, P.C.
<u>11,010.74</u>	000204 - WRIGHT WATER ENGINEERS
128,904.33	Total Legal



Town of Buena Vista

General Fund Income Statement by Department

Account Summary

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 100 - General Government						
Revenue						
01-100-3111	General Property Taxes	371,691.00	371,691.00	0.00	347,292.08	24,398.92
01-100-3112	Delinquent Property Taxes	76.00	76.00	0.00	19.74	56.26
01-100-3121	Specific Ownership Taxes	41,326.80	41,326.80	0.00	33,191.14	8,135.66
01-100-3122	Motor Vehicle Registration Fee	14,680.00	14,680.00	0.00	10,732.00	3,948.00
01-100-3130	Electricity Business Tax	28,785.80	28,785.80	0.00	24,821.67	3,964.13
01-100-3131	Natural Gas Business Tax	16,033.00	16,033.00	0.00	9,698.67	6,334.33
01-100-3132	Cable TV Business Tax	22,507.00	22,507.00	0.00	0.00	22,507.00
01-100-3133	Telephone Business Tax	3,000.00	3,000.00	0.00	3,000.00	0.00
01-100-3141	Town Sales Tax	1,387,960.00	1,387,960.00	0.00	1,148,975.94	238,984.06
01-100-3142	County Sales Tax	892,236.00	892,236.00	0.00	700,285.74	191,950.26
01-100-3149	Sales Tax Rebate	-30,866.00	-30,866.00	0.00	-44,684.45	13,818.45
01-100-3150	Highway Users Tax	112,538.00	112,538.00	0.00	75,967.99	36,570.01
01-100-3151	Cigarette Tax	8,728.00	8,728.00	0.00	6,127.50	2,600.50
01-100-3152	County Road & Bridge Tax	4,800.00	4,800.00	0.00	4,035.10	764.90
01-100-3155	Mineral Severance Tax	29,210.00	29,210.00	0.00	50,503.83	-21,293.83
01-100-3411	Licenses & Permits	200.00	200.00	0.00	500.00	-300.00
01-100-3661	Ground Lease Town Property	40.00	40.00	0.00	14,360.00	-14,320.00
01-100-3701	Miscellaneous	287.00	287.00	0.00	-3,625.51	3,912.51
01-100-3705	NSF Fees	50.00	50.00	0.00	25.00	25.00
01-100-3706	Service Fee	0.00	0.00	0.00	206.66	-206.66
01-100-3711	REDI - Grant	0.00	0.00	0.00	341.79	-341.79
01-100-3722	Rebates	1,364.00	1,364.00	0.00	1,222.14	141.86
01-100-3725	Refunded Expenditures	0.00	0.00	0.00	7,058.00	-7,058.00
01-100-3749	Donations	0.00	0.00	0.00	0.75	-0.75
01-100-3761	DOLA Grant	0.00	0.00	0.00	900.00	-900.00
01-100-3770	State & Local Grants	0.00	0.00	0.00	34,938.38	-34,938.38
01-100-3790	Interest	3,304.52	3,304.52	0.00	2,384.98	919.54
	Revenue Total:	2,907,951.12	2,907,951.12	0.00	2,428,279.14	479,671.98
Expense						
01-100-4445	Cash Over/Short	0.00	0.00	0.00	49.01	-49.01
	Expense Total:	0.00	0.00	0.00	49.01	-49.01
	Department: 100 - General Government Surplus (Deficit):	2,907,951.12	2,907,951.12	0.00	2,428,230.13	479,720.99

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 110 - Mayor & Board of Trustees						
Expense						
01-110-4101	Wages	13,200.00	13,200.00	0.00	8,800.00	4,400.00
01-110-4110	FICA & Medicare	1,010.16	1,010.16	0.00	673.44	336.72
01-110-4112	Unemployment	39.60	39.60	0.00	26.40	13.20
01-110-4280	Meetings & Food	250.00	250.00	0.00	293.17	-43.17
01-110-4410	Legal	29,741.27	29,741.27	0.00	21,762.00	7,979.27
01-110-4416	Marketing & Printing	250.00	250.00	0.00	1,233.37	-983.37
01-110-4432	Dues & Memberships	2,595.00	2,595.00	0.00	2,804.00	-209.00
01-110-4480	Travel & Training	2,080.18	2,080.18	0.00	1,384.94	695.24
	Expense Total:	49,166.21	49,166.21	0.00	36,977.32	12,188.89
	Department: 110 - Mayor & Board of Trustees Total:	49,166.21	49,166.21	0.00	36,977.32	12,188.89

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 115 - Elections						
Expense						
01-115-4407	Election Judges	500.00	500.00	0.00	924.20	-424.20
01-115-4471	General Election Costs	4,340.00	4,340.00	0.00	3,287.34	1,052.66
	Expense Total:	4,840.00	4,840.00	0.00	4,211.54	628.46
	Department: 115 - Elections Total:	4,840.00	4,840.00	0.00	4,211.54	628.46

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 120 - Town Clerk						
Revenue						
01-120-3210	Licenses & Permits	11,219.00	11,219.00	0.00	7,055.00	4,164.00
01-120-3211	Licenses & Permits	100.00	100.00	0.00	100.00	0.00
01-120-3215	Business Licenses	10,859.00	10,859.00	0.00	3,372.00	7,487.00
01-120-3216	Licenses & Permits	2,300.00	2,300.00	0.00	1,512.00	788.00
01-120-3217	Licenses & Permits	0.00	0.00	0.00	90.00	-90.00
01-120-3219	Licenses & Permits	1,444.00	1,444.00	0.00	727.00	717.00
01-120-3221	Large Animal Permits	60.00	60.00	0.00	435.00	-375.00
01-120-3225	Licenses & Permits	600.00	600.00	0.00	0.00	600.00
01-120-3310	Copies-Faxes & Publications	100.00	100.00	0.00	201.00	-101.00
01-120-3315	Notary Fees	488.00	488.00	0.00	520.00	-32.00
	Revenue Total:	27,170.00	27,170.00	0.00	14,012.00	13,158.00
Expense						
01-120-4101	Wages	56,493.00	56,493.00	0.00	36,053.55	20,439.45
01-120-4110	FICA & Medicare	4,322.00	4,322.00	0.00	2,741.80	1,580.20
01-120-4112	Unemployment	172.00	172.00	0.00	108.15	63.85
01-120-4114	Retirement Contributions	1,695.00	1,695.00	0.00	339.24	1,355.76
01-120-4116	Health & Life Insurance	12,607.81	12,607.81	0.00	7,115.02	5,492.79
01-120-4120	Background Check	300.00	300.00	0.00	231.00	69.00
01-120-4205	Postage & Shipping	0.00	0.00	0.00	479.25	-479.25
01-120-4211	Supplies	645.00	645.00	0.00	314.50	330.50
01-120-4402	Recording & Public Notices	15,499.64	15,499.64	0.00	2,488.74	13,010.90
01-120-4414	Information Technology	975.00	975.00	0.00	1,000.00	-25.00
01-120-4416	Marketing & Printing	4,000.00	4,000.00	0.00	4,588.40	-588.40
01-120-4432	Dues & Memberships	295.00	295.00	0.00	575.00	-280.00
01-120-4480	Travel & Training	2,150.00	2,150.00	0.00	309.78	1,840.22
	Expense Total:	99,154.45	99,154.45	0.00	56,344.43	42,810.02
	Department: 120 - Town Clerk Surplus (Deficit):	-71,984.45	-71,984.45	0.00	-42,332.43	-29,652.02

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 125 - Municipal Court						
Revenue						
01-125-3501	Court Cost	5,973.00	5,973.00	0.00	1,440.00	4,533.00
01-125-3511	Traffic Fines	20,590.00	20,590.00	0.00	12,009.00	8,581.00
01-125-3514	Dog Fines	425.00	425.00	0.00	75.00	350.00
01-125-3517	Criminal Fines	2,887.00	2,887.00	0.00	4,958.00	-2,071.00
01-125-3519	Surcharge on Fines	5,287.00	5,287.00	0.00	3,561.75	1,725.25
01-125-3520	Other Fines	1,300.00	1,300.00	0.00	2,365.97	-1,065.97
01-125-3521	UPS Fee Assessment	6.75	6.75	0.00	0.00	6.75
01-125-3522	Portable Breath Test Fee	480.00	480.00	0.00	230.00	250.00
01-125-3523	VIN Inspection Fees	2,040.00	2,040.00	0.00	1,860.00	180.00
01-125-3526	Warrant Fee	200.00	200.00	0.00	30.00	170.00
01-125-3530	Jury Fees	100.00	100.00	0.00	25.00	75.00
01-125-3725	Combined Court payments	786.00	786.00	0.00	5.85	780.15
Revenue Total:		40,074.75	40,074.75	0.00	26,560.57	13,514.18
Expense						
01-125-4101	Wages	38,054.00	38,054.00	0.00	25,571.61	12,482.39
01-125-4110	FICA & Medicare	2,769.00	2,769.00	0.00	1,947.48	821.52
01-125-4112	Unemployment	114.00	114.00	0.00	77.15	36.85
01-125-4114	Retirement Contributions	1,830.40	1,830.40	0.00	460.38	1,370.02
01-125-4116	Health & Life Insurance	4,021.06	4,021.06	0.00	3,022.70	998.36
01-125-4205	Postage & Shipping	250.00	250.00	0.00	47.00	203.00
01-125-4211	Supplies	125.00	125.00	0.00	0.00	125.00
01-125-4408	Jury	114.00	114.00	0.00	0.00	114.00
01-125-4410	Legal	25,000.00	25,000.00	0.00	17,856.00	7,144.00
Expense Total:		72,277.46	72,277.46	0.00	48,982.32	23,295.14
Department: 125 - Municipal Court Surplus (Deficit):		-32,202.71	-32,202.71	0.00	-22,421.75	-9,780.96

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 130 - Town Administrator						
Expense						
01-130-4101	Wages	126,461.00	126,461.00	0.00	104,270.16	22,190.84
01-130-4110	FICA & Medicare	9,673.93	9,673.93	0.00	7,493.29	2,180.64
01-130-4112	Unemployment	377.00	377.00	0.00	313.17	63.83
01-130-4114	Retirement Contributions	3,812.00	3,812.00	0.00	3,110.31	701.69
01-130-4116	Health & Life Insurance	25,621.00	25,621.00	0.00	23,444.82	2,176.18
01-130-4140	Workers Compensation	55,898.00	55,898.00	0.00	89,286.63	-33,388.63
01-130-4211	Supplies	2,500.00	2,500.00	0.00	1,018.90	1,481.10
01-130-4231	Fuel	799.56	799.56	0.00	102.64	696.92
01-130-4232	Vehicle Maintenance & Repair	40.00	40.00	0.00	35.50	4.50
01-130-4280	Meetings & Food	800.18	800.18	0.00	372.90	427.28
01-130-4345	Telephone	0.00	0.00	0.00	234.82	-234.82
01-130-4380	Liability Insurance	60,999.72	60,999.72	0.00	37,352.00	23,647.72
01-130-4410	Legal	18,000.00	18,000.00	0.00	19,162.73	-1,162.73
01-130-4414	Information Technology	14,170.02	14,170.02	0.00	8,632.99	5,537.03
01-130-4415	Professional Fees for Outside Service	15,000.00	15,000.00	0.00	8,495.43	6,504.57
01-130-4416	Marketing & Printing	2,094.00	2,094.00	0.00	4,031.77	-1,937.77
01-130-4432	Dues & Memberships	1,550.00	1,550.00	0.00	381.00	1,169.00
01-130-4480	Travel & Training	6,500.00	6,500.00	0.00	6,759.95	-259.95
Expense Total:		344,296.41	344,296.41	0.00	314,499.01	29,797.40
Department: 130 - Town Administrator Total:		344,296.41	344,296.41	0.00	314,499.01	29,797.40

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 135 - Financial Administrator						
Expense						
01-135-4101	Wages	108,941.00	108,941.00	0.00	72,055.50	36,885.50
01-135-4110	FICA & Medicare	8,334.00	8,334.00	0.00	4,638.86	3,695.14
01-135-4112	Unemployment	327.00	327.00	0.00	216.03	110.97
01-135-4114	Retirement Contributions	3,268.00	3,268.00	0.00	1,334.17	1,933.83
01-135-4116	Health & Life Insurance	29,738.00	29,738.00	0.00	20,030.02	9,707.98
01-135-4205	Postage & Shipping	2,600.32	2,600.32	0.00	757.20	1,843.12
01-135-4211	Supplies	1,764.98	1,764.98	0.00	897.90	867.08
01-135-4280	Meetings & Food	210.00	210.00	0.00	0.00	210.00
01-135-4290	Miscellaneous	0.00	0.00	0.00	-0.99	0.99
01-135-4410	Legal	450.00	450.00	0.00	414.00	36.00
01-135-4411	Audit	8,650.00	8,650.00	0.00	8,384.00	266.00
01-135-4414	Information Technology	5,152.58	5,152.58	0.00	8,028.83	-2,876.25
01-135-4415	Professional Fees for Outside Services	10,846.00	10,846.00	0.00	10,258.95	587.05
01-135-4416	Marketing & Printing	1,640.00	1,640.00	0.00	708.89	931.11
01-135-4432	Dues & Memberships	240.00	240.00	0.00	580.00	-340.00
01-135-4460	County Treasurer's Fees	7,334.00	7,334.00	0.00	7,683.36	-349.36
01-135-4480	Travel & Training	6,033.78	6,033.78	0.00	2,652.42	3,381.36
Expense Total:		195,529.66	195,529.66	0.00	138,639.14	56,890.52
Department: 135 - Financial Administrator Total:		195,529.66	195,529.66	0.00	138,639.14	56,890.52

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 140 - Town Hall Operations						
Expense						
01-140-4101	Wages	1,965.00	1,965.00	0.00	0.00	1,965.00
01-140-4110	FICA & Medicare	150.00	150.00	0.00	0.00	150.00
01-140-4112	Unemployment	6.00	6.00	0.00	0.00	6.00
01-140-4211	Supplies	4,430.42	4,430.42	0.00	2,175.56	2,254.86
01-140-4233	Equipment Repairs & Maintenance	125.00	125.00	0.00	0.00	125.00
01-140-4341	Utilities	5,666.20	5,666.20	0.00	3,948.00	1,718.20
01-140-4345	Telephone	6,307.40	6,307.40	0.00	3,638.71	2,668.69
01-140-4414	Information Technology	844.00	844.00	0.00	739.15	104.85
01-140-4501	Equipment Leases	222.00	222.00	0.00	333.00	-111.00
01-140-4514	Furniture & Fixtures	3,425.00	3,425.00	0.00	3,592.93	-167.93
01-140-4560	Building Maintenance & Repairs	7,600.00	7,600.00	0.00	1,100.00	6,500.00
	Expense Total:	30,741.02	30,741.02	0.00	15,527.35	15,213.67
	Department: 140 - Town Hall Operations Total:	30,741.02	30,741.02	0.00	15,527.35	15,213.67

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 150 - Public Support						
Expense						
01-150-4548	Park Bench for Memorial Program	1,500.00	1,500.00	0.00	3,995.40	-2,495.40
01-150-4902	Beautification Committee Expenses	23,015.00	23,015.00	0.00	17,230.88	5,784.12
01-150-4903	Trails Advisory Board Expenses	6,532.00	6,532.00	0.00	2,100.00	4,432.00
01-150-4904	Chaffee County Shuttle Contribution	0.00	0.00	0.00	12,600.00	-12,600.00
01-150-4905	Boyscout Operation Flagpole	920.00	920.00	0.00	423.50	496.50
01-150-4906	Tree Advisory Board Expenses	1,300.00	1,300.00	0.00	7,059.01	-5,759.01
01-150-4907	CC Vetrans Disability Van	1,000.00	1,000.00	0.00	0.00	1,000.00
01-150-4908	BV Main Street	5,000.00	5,000.00	0.00	2,441.56	2,558.44
01-150-4909	Lake Placid Hockey Rink	4,000.00	4,000.00	0.00	0.00	4,000.00
01-150-4910	Support to Community Based Organiztions	20,000.00	20,000.00	0.00	19,768.20	231.80
01-150-4911	CC Economic Development	8,172.00	8,172.00	0.00	11,405.28	-3,233.28
01-150-4912	Recycling Program	3,000.00	3,000.00	0.00	0.00	3,000.00
01-150-4915	Adopt-A-Tree Program	3,775.22	3,775.22	0.00	2,594.17	1,181.05
01-150-4920	Chamber Building Water & Trash	262.34	262.34	0.00	555.69	-293.35
01-150-4930	Public Parking Lease	250.00	250.00	0.00	250.00	0.00
01-150-4931	Town Clean-up Day Costs	582.43	582.43	0.00	185.65	396.78
01-150-4990	Transfers	571,000.00	571,000.00	0.00	571,000.00	0.00
	Expense Total:	650,308.99	650,308.99	0.00	651,609.34	-1,300.35
	Department: 150 - Public Support Total:	650,308.99	650,308.99	0.00	651,609.34	-1,300.35

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 160 - Information Technology						
Expense						
01-160-4101	Wages	52,000.00	52,000.00	0.00	36,208.05	15,791.95
01-160-4110	FICA & Medicare	3,978.00	3,978.00	0.00	2,395.06	1,582.94
01-160-4112	Unemployment	156.00	156.00	0.00	108.63	47.37
01-160-4114	Retirement Contributions	1,560.00	1,560.00	0.00	1,076.57	483.43
01-160-4116	Health & Life Insurance	12,867.00	12,867.00	0.00	10,135.14	2,731.86
01-160-4345	Telephone	0.00	0.00	0.00	50.36	-50.36
01-160-4414	Information Technology	11,000.00	11,000.00	0.00	6,853.00	4,147.00
01-160-4429	Broadband Project	20,000.00	20,000.00	0.00	0.00	20,000.00
01-160-4511	Computer Replacements	9,300.00	9,300.00	0.00	6,334.49	2,965.51
Expense Total:		110,861.00	110,861.00	0.00	63,161.30	47,699.70
Department: 160 - Information Technology Total:		110,861.00	110,861.00	0.00	63,161.30	47,699.70

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 210 - Police Department						
Revenue						
01-210-3710	Sale of Surplus Equipment	1,000.00	1,000.00	0.00	0.00	1,000.00
01-210-3725	Refunded Expenditures	0.00	0.00	0.00	1,818.34	-1,818.34
01-210-3741	Drug Offender Charges	143.18	143.18	0.00	0.00	143.18
01-210-3750	Donations	588.72	588.72	0.00	0.00	588.72
01-210-3763	Click IT or Ticket Grant	0.00	0.00	0.00	1,260.00	-1,260.00
01-210-3764	DUI Grant	0.00	0.00	0.00	3,675.00	-3,675.00
01-210-3770	State & Local Grants	0.00	0.00	0.00	1,696.76	-1,696.76
Revenue Total:		1,731.90	1,731.90	0.00	8,450.10	-6,718.20
Expense						
01-210-4101	Wages	546,330.00	546,330.00	0.00	413,364.59	132,965.41
01-210-4110	FICA & Medicare	13,976.00	13,976.00	0.00	7,697.38	6,278.62
01-210-4112	Unemployment	1,639.00	1,639.00	0.00	1,239.92	399.08
01-210-4114	Retirement Contributions	1,830.00	1,830.00	0.00	784.06	1,045.94
01-210-4116	Health & Life Insurance	105,618.31	105,618.31	0.00	83,516.93	22,101.38
01-210-4117	Pension Contribution	37,639.00	37,639.00	0.00	33,285.27	4,353.73
01-210-4160	Employment Screening	555.00	555.00	0.00	760.40	-205.40
01-210-4205	Postage & Shipping	503.66	503.66	0.00	263.56	240.10
01-210-4211	Supplies	6,628.01	6,628.01	0.00	4,168.01	2,460.00
01-210-4231	Fuel	24,067.00	24,067.00	0.00	6,787.44	17,279.56
01-210-4232	Vehicle Maintenance & Repair	12,039.30	12,039.30	0.00	4,659.73	7,379.57
01-210-4233	Equipment Repairs & Maintenance	1,699.92	1,699.92	0.00	1,901.20	-201.28
01-210-4255	Animal Control	800.00	800.00	0.00	385.00	415.00
01-210-4260	Investigations	2,900.00	2,900.00	0.00	1,249.86	1,650.14
01-210-4266	Firearms	4,400.00	4,400.00	0.00	2,999.97	1,400.03
01-210-4275	Uniforms	5,700.00	5,700.00	0.00	5,087.77	612.23
01-210-4280	Meetings & Food	750.00	750.00	0.00	641.24	108.76
01-210-4290	Miscellaneous	200.00	200.00	0.00	949.25	-749.25
01-210-4341	Utilities	10,035.88	10,035.88	0.00	6,313.47	3,722.41
01-210-4345	Telephone	4,986.22	4,986.22	0.00	5,369.76	-383.54
01-210-4385	Liability Insurance	30.00	30.00	0.00	142.50	-112.50
01-210-4410	Legal	3,365.00	3,365.00	0.00	5,856.30	-2,491.30
01-210-4414	Information Technology	10,417.78	10,417.78	0.00	9,032.88	1,384.90
01-210-4415	Professional Fees for Outside Service	500.00	500.00	0.00	231.47	268.53
01-210-4416	Marketing & Printing	3,197.37	3,197.37	0.00	3,842.89	-645.52
01-210-4420	Vehicle Maintenance from outside service	600.00	600.00	0.00	0.00	600.00
01-210-4432	Dues & Memberships	1,264.00	1,264.00	0.00	2,879.25	-1,615.25
01-210-4435	Building & Equipment Lease	33,508.00	33,508.00	0.00	25,131.24	8,376.76
01-210-4450	Prisoner Custody Services	2,850.00	2,850.00	0.00	1,236.78	1,613.22
01-210-4451	Prisoner Medical Treatment	5,500.00	5,500.00	0.00	5,339.70	160.30
01-210-4480	Travel & Training	5,056.78	5,056.78	0.00	4,712.54	344.24
01-210-4514	Furniture & Fixtures	1,300.00	1,300.00	0.00	1,454.96	-154.96
Expense Total:		849,886.23	849,886.23	0.00	641,285.32	208,600.91
Department: 210 - Police Department Surplus (Deficit):		-848,154.33	-848,154.33	0.00	-632,835.22	-215,319.11

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 220 - Public Safety Complex						
Expense						
01-220-4101	Wages	1,179.00	1,179.00	0.00	0.00	1,179.00
01-220-4110	FICA & Medicare	90.00	90.00	0.00	0.00	90.00
01-220-4112	Unemployment	4.00	4.00	0.00	0.00	4.00
01-220-4211	Supplies	3,754.00	3,754.00	0.00	45.61	3,708.39
01-220-4341	Utilities	9,275.58	9,275.58	0.00	4,943.67	4,331.91
01-220-4345	Telephone	5,027.28	5,027.28	0.00	2,529.97	2,497.31
01-220-4560	Building Maintenance & Repairs	1,567.00	1,567.00	0.00	615.40	951.60
	Expense Total:	20,896.86	20,896.86	0.00	8,134.65	12,762.21
Department: 220 - Public Safety Complex Total:		20,896.86	20,896.86	0.00	8,134.65	12,762.21

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 230 - Volunteer Fire Department						
Revenue						
01-230-3723	State Contribution to Pension	10,800.00	10,800.00	0.00	0.00	10,800.00
01-230-3742	Donations	500.00	500.00	0.00	255.00	245.00
	Revenue Total:	11,300.00	11,300.00	0.00	255.00	11,045.00
Expense						
01-230-4101	Wages	91,097.00	91,097.00	0.00	78,900.05	12,196.95
01-230-4110	FICA & Medicare	6,969.00	6,969.00	0.00	5,774.89	1,194.11
01-230-4112	Unemployment	273.00	273.00	0.00	236.41	36.59
01-230-4114	Retirement Contributions	0.00	0.00	0.00	1,503.95	-1,503.95
01-230-4116	Health & Life Insurance	26,455.00	26,455.00	0.00	20,894.02	5,560.98
01-230-4118	Penison Contribution	24,360.00	24,360.00	0.00	0.00	24,360.00
01-230-4205	Postage & Shipping	120.00	120.00	0.00	131.09	-11.09
01-230-4211	Supplies	10,436.00	10,436.00	0.00	12,572.89	-2,136.89
01-230-4231	Fuel	2,800.00	2,800.00	0.00	1,047.95	1,752.05
01-230-4232	Vehicle Maintenance & Repair	4,900.00	4,900.00	0.00	1,425.81	3,474.19
01-230-4233	Equipment Repairs & Maintenance	1,599.74	1,599.74	0.00	4,072.83	-2,473.09
01-230-4264	Fire Prevention	1,600.00	1,600.00	0.00	100.91	1,499.09
01-230-4275	Uniforms	5,000.00	5,000.00	0.00	3,810.25	1,189.75
01-230-4280	Meetings & Food	1,122.26	1,122.26	0.00	227.14	895.12
01-230-4345	Telephone	612.24	612.24	0.00	881.11	-268.87
01-230-4410	Legal	500.00	500.00	0.00	0.00	500.00
01-230-4414	Information Technology	1,150.00	1,150.00	0.00	1,752.91	-602.91
01-230-4415	Professional Fees for Outside Service	15,000.00	15,000.00	0.00	13,677.40	1,322.60
01-230-4416	Marketing & Printing	750.00	750.00	0.00	954.15	-204.15
01-230-4427	Compliance	2,040.00	2,040.00	0.00	4,058.25	-2,018.25
01-230-4432	Dues & Memberships	2,652.00	2,652.00	0.00	1,642.90	1,009.10
01-230-4480	Travel & Training	7,140.04	7,140.04	0.00	8,848.93	-1,708.89
01-230-4540	Tools & Equipment	12,403.00	12,403.00	0.00	11,082.26	1,320.74
	Expense Total:	218,979.28	218,979.28	0.00	173,596.10	45,383.18
	Department: 230 - Volunteer Fire Department Surplus (Deficit):	-207,679.28	-207,679.28	0.00	-173,341.10	-34,338.18

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 310 - Planning (Development)						
Revenue						
01-310-3403	Licenses & Permits	210.00	210.00	0.00	360.00	-150.00
01-310-3404	Licenses & Permits	1,000.00	1,000.00	0.00	1,540.00	-540.00
01-310-3405	Licenses & Permits	0.00	0.00	0.00	20.00	-20.00
01-310-3407	Deposits	0.00	0.00	0.00	5,572.00	-5,572.00
01-310-3410	Licenses & Permits	958.00	958.00	0.00	1,200.00	-242.00
01-310-3411	Broudband Grant	10,000.00	10,000.00	0.00	0.00	10,000.00
01-310-3412	Licenses & Permits	600.00	600.00	0.00	1,800.00	-1,200.00
01-310-3413	Licenses & Permits	1,550.00	1,550.00	0.00	1,450.00	100.00
01-310-3417	Building Permit Fees	25,493.00	25,493.00	0.00	16,164.16	9,328.84
01-310-3419	Licenses & Permits	3,328.00	3,328.00	0.00	0.00	3,328.00
01-310-3420	Licenses & Permits	2,044.00	2,044.00	0.00	500.00	1,544.00
01-310-3426	LUC Comp Plan	60,856.00	60,856.00	0.00	300.00	60,556.00
01-310-3430	Licenses & Permits	2,500.00	2,500.00	0.00	2,400.00	100.00
01-310-3434	Licenses & Permits	0.00	0.00	0.00	500.00	-500.00
01-310-3442	Licenses & Permits	0.00	0.00	0.00	300.00	-300.00
01-310-3465	Licenses & Permits	3,512.00	3,512.00	0.00	23,647.25	-20,135.25
	Revenue Total:	112,051.00	112,051.00	0.00	55,753.41	56,297.59
Expense						
01-310-4101	Wages	182,432.00	182,432.00	0.00	118,736.73	63,695.27
01-310-4110	FICA & Medicare	13,956.43	13,956.43	0.00	8,939.31	5,017.12
01-310-4112	Unemployment	544.58	544.58	0.00	355.44	189.14
01-310-4114	Retirement Contributions	7,077.40	7,077.40	0.00	327.35	6,750.05
01-310-4116	Health & Life Insurance	23,553.00	23,553.00	0.00	25,401.40	-1,848.40
01-310-4211	Supplies	3,500.20	3,500.20	0.00	1,948.62	1,551.58
01-310-4231	Fuel	0.00	0.00	0.00	20.99	-20.99
01-310-4280	Meetings & Food	1,500.00	1,500.00	0.00	282.01	1,217.99
01-310-4402	Public Notices	0.00	0.00	0.00	195.29	-195.29
01-310-4410	Legal	20,000.00	20,000.00	0.00	30,361.44	-10,361.44
01-310-4414	Information Technology	2,400.00	2,400.00	0.00	4,685.43	-2,285.43
01-310-4415	Professional Fees for Outside Service	60,750.00	60,750.00	0.00	40,217.28	20,532.72
01-310-4416	Marketing & Printing	2,247.00	2,247.00	0.00	1,369.37	877.63
01-310-4432	Dues & Memberships	1,450.00	1,450.00	0.00	1,191.00	259.00
01-310-4480	Travel & Training	5,099.65	5,099.65	0.00	937.14	4,162.51
01-310-4901	Planning Commission Expense	999.68	999.68	0.00	105.00	894.68
	Expense Total:	325,509.94	325,509.94	0.00	235,073.80	90,436.14
	Department: 310 - Planning (Development) Surplus (Deficit):	-213,458.94	-213,458.94	0.00	-179,320.39	-34,138.55

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 320 - Community Center						
Revenue						
01-320-3621	Shower Revenue	2,936.00	2,936.00	0.00	3,632.25	-696.25
01-320-3660	Facility & Park Rental	4,400.00	4,400.00	0.00	3,598.50	801.50
Revenue Total:		7,336.00	7,336.00	0.00	7,230.75	105.25
Expense						
01-320-4101	Wages	10,220.00	10,220.00	0.00	0.00	10,220.00
01-320-4110	FICA & Medicare	782.02	782.02	0.00	0.00	782.02
01-320-4112	Unemployment	30.74	30.74	0.00	0.00	30.74
01-320-4211	Supplies	4,650.00	4,650.00	0.00	871.82	3,778.18
01-320-4341	Utilities	13,342.74	13,342.74	0.00	8,731.67	4,611.07
01-320-4414	Information Technology	1,874.63	1,874.63	0.00	623.19	1,251.44
01-320-4514	Furniture & Fixtures	0.00	0.00	0.00	463.92	-463.92
01-320-4560	Building Maintenance & Repairs	2,000.00	2,000.00	0.00	9.28	1,990.72
Expense Total:		32,900.13	32,900.13	0.00	10,699.88	22,200.25
Department: 320 - Community Center Surplus (Deficit):		-25,564.13	-25,564.13	0.00	-3,469.13	-22,095.00

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 330 - BVTV - Public Access Television						
Expense						
01-330-4101	Wages	3,000.00	3,000.00	0.00	0.00	3,000.00
01-330-4211	Supplies	1,337.26	1,337.26	0.00	0.00	1,337.26
01-330-4212	Intern	0.00	0.00	0.00	3,200.00	-3,200.00
01-330-4414	Information Technology	250.00	250.00	0.00	0.00	250.00
Expense Total:		4,587.26	4,587.26	0.00	3,200.00	1,387.26
Department: 330 - BVTV - Public Access Television Total:		4,587.26	4,587.26	0.00	3,200.00	1,387.26

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 410 - Public Works						
Revenue						
01-410-3416	Licenses & Permits	240.00	240.00	0.00	450.00	-210.00
01-410-3441	Sidewalk-in Lieu Fees	1,000.00	1,000.00	0.00	0.00	1,000.00
01-410-3623	Beautification Committee Revenue	1,250.00	1,250.00	0.00	1,750.00	-500.00
01-410-3675	Water Department Facility Lease	7,839.00	7,839.00	0.00	0.00	7,839.00
	Revenue Total:	10,329.00	10,329.00	0.00	2,200.00	8,129.00
Expense						
01-410-4101	Wages	182,419.00	182,419.00	0.00	146,911.02	35,507.98
01-410-4110	FICA & Medicare	13,955.00	13,955.00	0.00	10,488.63	3,466.37
01-410-4112	Unemployment	547.00	547.00	0.00	440.77	106.23
01-410-4114	Retirement Contributions	5,364.00	5,364.00	0.00	3,741.02	1,622.98
01-410-4116	Health & Life Insurance	42,353.75	42,353.75	0.00	38,649.13	3,704.62
01-410-4150	Drug Testing	470.00	470.00	0.00	287.50	182.50
01-410-4205	Postage & Shipping	0.00	0.00	0.00	14.33	-14.33
01-410-4211	Supplies	2,675.00	2,675.00	0.00	1,633.26	1,041.74
01-410-4231	Fuel	10,000.00	10,000.00	0.00	3,739.44	6,260.56
01-410-4232	Vehicle Maintenance & Repair	2,000.00	2,000.00	0.00	791.65	1,208.35
01-410-4233	Equipment Repairs & Maintenance	6,000.00	6,000.00	0.00	4,464.56	1,535.44
01-410-4235	Equipment Repairs & Maintenance	400.00	400.00	0.00	174.78	225.22
01-410-4272	Signs	1,200.00	1,200.00	0.00	2,611.87	-1,411.87
01-410-4275	Uniforms	1,000.00	1,000.00	0.00	778.64	221.36
01-410-4280	Meetings & Food	200.00	200.00	0.00	148.05	51.95
01-410-4340	Street Light Electricity	57,000.00	57,000.00	0.00	40,793.94	16,206.06
01-410-4341	Utilities	15,130.00	15,130.00	0.00	8,475.27	6,654.73
01-410-4345	Telephone	2,708.64	2,708.64	0.00	4,748.55	-2,039.91
01-410-4410	Legal	2,000.00	2,000.00	0.00	198.00	1,802.00
01-410-4412	Engineering	5,000.00	5,000.00	0.00	185.75	4,814.25
01-410-4414	Information Technology	5,450.18	5,450.18	0.00	3,030.22	2,419.96
01-410-4416	Marketing & Printing	1,049.72	1,049.72	0.00	1,109.86	-60.14
01-410-4420	Vehicle Maintenance from outside service	100.00	100.00	0.00	811.33	-711.33
01-410-4421	Equipment Repairs & Maintenance	200.00	200.00	0.00	1,566.56	-1,366.56
01-410-4427	Maintenance & Repairs	2,000.00	2,000.00	0.00	1,571.93	428.07
01-410-4432	Dues & Memberships	200.00	200.00	0.00	561.50	-361.50
01-410-4480	Travel & Training	2,200.20	2,200.20	0.00	1,479.57	720.63
01-410-4501	Equipment Leases	250.00	250.00	0.00	1,072.28	-822.28
01-410-4540	Tools & Equipment	3,000.00	3,000.00	0.00	1,250.98	1,749.02
01-410-4560	Building Maintenance & Repairs	1,800.00	1,800.00	0.00	2,849.37	-1,049.37
01-410-4575	Street Maintenance	11,222.00	11,222.00	0.00	9,167.50	2,054.50
	Expense Total:	377,894.49	377,894.49	0.00	293,747.26	84,147.23
	Department: 410 - Public Works Surplus (Deficit):	-367,565.49	-367,565.49	0.00	-291,547.26	-76,018.23

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 415 - Street Maintenance						
Revenue						
01-415-3415	Licenses & Permits	810.00	810.00	0.00	660.00	150.00
Revenue Total:		810.00	810.00	0.00	660.00	150.00
Department: 415 - Street Maintenance Total:		810.00	810.00	0.00	660.00	150.00

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 510 - Parks Department						
Revenue						
01-510-3601	Park Rental	1,675.00	1,675.00	0.00	1,179.50	495.50
01-510-3620	Licenses & Permits	4,050.00	4,050.00	0.00	3,000.00	1,050.00
01-510-3622	Donations	0.00	0.00	0.00	2,000.00	-2,000.00
01-510-3746	Donations	0.00	0.00	0.00	5,000.00	-5,000.00
01-510-3748	Donations	2,750.00	2,750.00	0.00	4,650.00	-1,900.00
01-510-3762	Grants for Trees	0.00	0.00	0.00	1,425.00	-1,425.00
Revenue Total:		8,475.00	8,475.00	0.00	17,254.50	-8,779.50
Expense						
01-510-4101	Wages	85,652.00	85,652.00	0.00	49,557.74	36,094.26
01-510-4110	FICA & Medicare	6,495.00	6,495.00	0.00	3,530.42	2,964.58
01-510-4112	Unemployment	255.00	255.00	0.00	148.72	106.28
01-510-4114	Retirement Contributions	1,666.00	1,666.00	0.00	944.79	721.21
01-510-4116	Health & Life Insurance	11,204.33	11,204.33	0.00	9,438.13	1,766.20
01-510-4211	Supplies	2,600.00	2,600.00	0.00	5,923.26	-3,323.26
01-510-4231	Fuel	4,300.00	4,300.00	0.00	1,760.85	2,539.15
01-510-4232	Vehicle Maintenance & Repair	1,500.00	1,500.00	0.00	1,624.95	-124.95
01-510-4233	Equipment Repairs & Maintenance	2,870.34	2,870.34	0.00	1,183.41	1,686.93
01-510-4242	Park Maintenance	35,100.00	35,100.00	0.00	28,715.75	6,384.25
01-510-4247	Fertilizers / Top Soil	12,000.00	12,000.00	0.00	11,525.77	474.23
01-510-4275	Uniforms	500.00	500.00	0.00	110.08	389.92
01-510-4290	Miscellaneous	0.00	0.00	0.00	7.26	-7.26
01-510-4341	Utilities	26,730.00	26,730.00	0.00	18,373.56	8,356.44
01-510-4410	Legal	1,500.00	1,500.00	0.00	36.00	1,464.00
01-510-4416	Marketing & Printing	200.00	200.00	0.00	272.00	-72.00
01-510-4420	Vehicle Maintenance from outside service	100.00	100.00	0.00	0.00	100.00
01-510-4423	Tree Pruning	18,000.00	18,000.00	0.00	0.00	18,000.00
01-510-4432	Dues & Memberships	200.00	200.00	0.00	280.00	-80.00
01-510-4480	Travel & Training	750.00	750.00	0.00	150.00	600.00
01-510-4501	Equipment Leases	500.00	500.00	0.00	676.11	-176.11
01-510-4535	Tools & Equipment	100.00	100.00	0.00	7.88	92.12
01-510-4560	Building Maintenance & Repairs	1,000.00	1,000.00	0.00	609.77	390.23
Expense Total:		213,222.67	213,222.67	0.00	134,876.45	78,346.22
Department: 510 - Parks Department Surplus (Deficit):		-204,747.67	-204,747.67	0.00	-117,621.95	-87,125.72

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 515 - Rodeo Grounds						
Revenue						
01-515-3670	Licenses & Permits	150.00	150.00	0.00	20.00	130.00
01-515-3673	Facility & Park Rental	400.00	400.00	0.00	600.00	-200.00
	Revenue Total:	550.00	550.00	0.00	620.00	-70.00
	Department: 515 - Rodeo Grounds Total:	550.00	550.00	0.00	620.00	-70.00

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 520 - Cemetery						
Revenue						
01-520-3680	Sale of Cemetery Lots	6,095.00	6,095.00	0.00	7,925.00	-1,830.00
01-520-3681	Burial Permit Fees	300.00	300.00	0.00	420.00	-120.00
01-520-3683	Cemetery Maintenance Fee	1,050.00	1,050.00	0.00	1,250.00	-200.00
	Revenue Total:	7,445.00	7,445.00	0.00	9,595.00	-2,150.00
Expense						
01-520-4101	Wages	6,541.00	6,541.00	0.00	4,713.50	1,827.50
01-520-4110	FICA & Medicare	500.00	500.00	0.00	360.60	139.40
01-520-4112	Unemployment	20.00	20.00	0.00	14.14	5.86
01-520-4114	Retirement Contributions	63.00	63.00	0.00	0.00	63.00
01-520-4211	Supplies	200.00	200.00	0.00	139.52	60.48
01-520-4231	Fuel	150.20	150.20	0.00	0.00	150.20
01-520-4233	Equipment Repairs & Maintenance	300.00	300.00	0.00	153.64	146.36
01-520-4341	Utilities	2,070.00	2,070.00	0.00	764.38	1,305.62
01-520-4347	Trash Disposal	420.00	420.00	0.00	346.70	73.30
01-520-4404	Recording & Public Notices	470.00	470.00	0.00	0.00	470.00
	Expense Total:	10,734.20	10,734.20	0.00	6,492.48	4,241.72
	Department: 520 - Cemetery Surplus (Deficit):	-3,289.20	-3,289.20	0.00	3,102.52	-6,391.72

General Fund Income Statement by Department

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 550 - Recreation Department						
Revenue						
01-550-3770	State & Local Grants	0.00	0.00	0.00	6,589.09	-6,589.09
01-550-3901	Special Interest Trips & Events Revenue	3,000.00	3,000.00	0.00	3,441.89	-441.89
01-550-3902	Outdoor Recreation Revenue	2,500.00	2,500.00	0.00	2,725.00	-225.00
01-550-3903	Fitness & Martial Arts Revenue	2,000.00	2,000.00	0.00	6,170.00	-4,170.00
01-550-3904	Sports & Athletics	17,500.00	17,500.00	0.00	24,729.18	-7,229.18
01-550-3905	Fine Arts Revenue	2,400.00	2,400.00	0.00	4,176.00	-1,776.00
01-550-3932	Safe Route to School grant	0.00	0.00	0.00	20,657.52	-20,657.52
01-550-3972	Donations	2,000.00	2,000.00	0.00	0.00	2,000.00
01-550-3980	State & Local Grants	10,150.00	10,150.00	0.00	0.00	10,150.00
01-550-3981	Sponsorships	325.00	325.00	0.00	0.00	325.00
	Revenue Total:	39,875.00	39,875.00	0.00	68,488.68	-28,613.68
Expense						
01-550-4101	Wages	105,499.20	105,499.20	0.00	62,300.25	43,198.95
01-550-4110	FICA & Medicare	8,071.18	8,071.18	0.00	4,466.94	3,604.24
01-550-4112	Unemployment	310.85	310.85	0.00	186.85	124.00
01-550-4114	Retirement Contributions	2,894.99	2,894.99	0.00	99.67	2,795.32
01-550-4116	Health & Life Insurance	25,000.00	25,000.00	0.00	18,423.75	6,576.25
01-550-4211	Supplies	900.00	900.00	0.00	714.48	185.52
01-550-4231	Fuel	500.00	500.00	0.00	280.42	219.58
01-550-4341	Utilities	2,650.00	2,650.00	0.00	2,474.44	175.56
01-550-4345	Telephone	0.00	0.00	0.00	48.66	-48.66
01-550-4401	Contract Labor	2,569.60	2,569.60	0.00	8,884.70	-6,315.10
01-550-4410	Legal	1,500.00	1,500.00	0.00	0.00	1,500.00
01-550-4414	Information Technology	1,700.00	1,700.00	0.00	1,357.68	342.32
01-550-4415	Professional Fees for Outside Service	0.00	0.00	0.00	205.05	-205.05
01-550-4416	Marketing & Printing	4,500.00	4,500.00	0.00	4,432.23	67.77
01-550-4432	Dues & Memberships	200.00	200.00	0.00	230.00	-30.00
01-550-4480	Travel & Training	2,000.00	2,000.00	0.00	244.25	1,755.75
01-550-4701	Special Interests Trips & Events	3,000.00	3,000.00	0.00	2,589.11	410.89
01-550-4702	Outdoor Recreation	1,500.00	1,500.00	0.00	1,044.99	455.01
01-550-4703	Fitness & Martial Arts	200.00	200.00	0.00	5.49	194.51
01-550-4704	Sports & Athletics	8,500.00	8,500.00	0.00	7,720.84	779.16
01-550-4705	Fine Arts	500.00	500.00	0.00	0.00	500.00
01-550-4770	Rec Facility Maint & Repair	10,150.00	10,150.00	0.00	4,606.32	5,543.68
	Expense Total:	182,145.82	182,145.82	0.00	120,316.12	61,829.70
Department: 550 - Recreation Department Surplus (Deficit):		-142,270.82	-142,270.82	0.00	-51,827.44	-90,443.38
Total Surplus (Deficit):		-618,833.31	-618,833.31	0.00	-318,063.67	-300,769.64

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
01 - General Fund	-618,833.31	-618,833.31	0.00	-318,063.67	-300,769.64
Total Surplus (Deficit):	-618,833.31	-618,833.31	0.00	-318,063.67	-300,769.64



Town of Buena Vista

Capital Improvement Fund Income Statement

Account Summary

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue						
03-100-3141	Town Sales Tax	345,520.00	345,520.00	0.00	287,221.23	58,298.77
03-100-3790	Interest	-3,810.00	-3,810.00	0.00	2,353.23	-6,163.23
03-100-3870	Transfers	265,000.00	265,000.00	0.00	250,000.00	15,000.00
03-415-3652	Sidewalk Program	5,000.00	5,000.00	0.00	0.00	5,000.00
03-510-3752	Donations	5,000.00	5,000.00	0.00	0.00	5,000.00
03-510-3765	Chaffee County Conservation Trust Fund Grant	60,000.00	60,000.00	0.00	0.00	60,000.00
03-510-3766	Safe Route to School	57,000.00	57,000.00	0.00	0.00	57,000.00
03-510-3767	Live Well Grant	10,000.00	10,000.00	0.00	0.00	10,000.00
03-510-3773	TAP - Trans. Altern. Program	124,322.00	124,322.00	0.00	0.00	124,322.00
03-510-3774	CDOT Arizona Trail	347,049.00	347,049.00	0.00	0.00	347,049.00
	Revenue Total:	1,215,081.00	1,215,081.00	0.00	539,574.46	675,506.54
Expense						
03-140-4514	Furniture & Fixtures	10,000.00	10,000.00	0.00	0.00	10,000.00
03-140-4813	Equipment Purchases	13,000.00	13,000.00	0.00	0.00	13,000.00
03-140-4855	Server	10,000.00	10,000.00	0.00	0.00	10,000.00
03-210-4810	Vehicle Purchase	26,000.00	26,000.00	0.00	25,507.18	492.82
03-210-4856	Hand Held Radios	9,100.00	9,100.00	0.00	9,100.00	0.00
03-210-4857	Storage Shed	5,000.00	5,000.00	0.00	4,999.00	1.00
03-210-4858	Video Surveillance	12,000.00	12,000.00	0.00	18,565.00	-6,565.00
03-230-4813	Equipment Purchases	8,200.00	8,200.00	0.00	6,881.00	1,319.00
03-230-4860	Rescue Equipment	14,375.00	14,375.00	0.00	1,394.00	12,981.00
03-310-4814	Wayfinding	60,000.00	60,000.00	0.00	8,336.99	51,663.01
03-320-4560	Building Maintenance & Repairs	10,000.00	10,000.00	0.00	1,700.00	8,300.00
03-410-4813	Equipment Purchases	48,000.00	48,000.00	0.00	71,898.00	-23,898.00
03-415-4654	Bond Paying Agent Fees	250.00	250.00	0.00	250.00	0.00
03-415-4859	Bridge Infrastructure Improvements/Sidewalks	10,000.00	10,000.00	0.00	1,866.00	8,134.00
03-415-4865	Annual Street Maintenance	80,000.00	80,000.00	0.00	1,653.68	78,346.32
03-415-4867	TAP Transportation Alt. Program	346,722.00	346,722.00	0.00	90,436.55	256,285.45
03-415-4868	Street Improvements - Capital	40,000.00	40,000.00	0.00	14,432.13	25,567.87
03-415-4871	Small Projects	65,000.00	65,000.00	0.00	0.00	65,000.00
03-415-4877	Hwy 24 Improvements	80,000.00	80,000.00	0.00	0.00	80,000.00
03-415-4878	Street Light Replacement	68,000.00	68,000.00	0.00	0.00	68,000.00
03-415-4891	Debt Service Principal	90,000.00	90,000.00	0.00	0.00	90,000.00
03-415-4892	Debt Service Interest	84,574.00	84,574.00	0.00	41,387.50	43,186.50
03-510-4813	Safe Route to School	57,000.00	57,000.00	0.00	7,339.84	49,660.16
03-510-4841	Park Infrastructure - Capital	5,000.00	5,000.00	0.00	4,037.71	962.29
03-510-4845	Whitewater Park Infrastructure	36,000.00	36,000.00	0.00	0.00	36,000.00
03-510-4847	Dog Park - Park Amenities	10,000.00	10,000.00	0.00	4,843.61	5,156.39
03-510-4848	Park & Rec Amenities	5,000.00	5,000.00	0.00	1,162.85	3,837.15
03-510-4849	Sprinkler Replacement/Construction	8,000.00	8,000.00	0.00	3,369.60	4,630.40
03-510-4851	Trail Construction-Arizona	339,300.00	339,300.00	0.00	0.00	339,300.00
	Expense Total:	1,550,521.00	1,550,521.00	0.00	319,160.64	1,231,360.36
	Total Surplus (Deficit):	-335,440.00	-335,440.00	0.00	220,413.82	-555,853.82

Capital Improvement Fund Income Statement

For Fiscal: 2016 Period Ending: 12/31/2016

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
03 - Capital Improvement Fund	-335,440.00	-335,440.00	0.00	220,413.82	-555,853.82
Total Surplus (Deficit):	-335,440.00	-335,440.00	0.00	220,413.82	-555,853.82



Town of Buena Vista

Airport Enterprise Fund Income Statement

Account Summary

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue						
07-810-3301	Vending Machine Fees	100.11	100.11	0.00	0.00	100.11
07-810-3350	Fuel Sales	350,299.55	350,299.55	0.00	397,221.59	-46,922.04
07-810-3353	Supplies & Additive Sales	1,060.00	1,060.00	0.00	956.59	103.41
07-830-3324	Car Rentals	14,876.00	14,876.00	0.00	0.00	14,876.00
07-830-3325	Auto Parking	2,200.00	2,200.00	0.00	1,200.00	1,000.00
07-830-3326	Landing	2,300.00	2,300.00	0.00	1,450.00	850.00
07-830-3327	Shuttle Fees	900.00	900.00	0.00	0.00	900.00
07-830-3333	Tie Down & Ramp	3,000.00	3,000.00	0.00	1,375.00	1,625.00
07-830-3336	Testing Services	200.00	200.00	0.00	5,062.16	-4,862.16
07-830-3338	Towing and GPU Fees	600.00	600.00	0.00	500.00	100.00
07-830-3339	Fees for Testing Services	22,900.00	22,900.00	0.00	0.00	22,900.00
07-830-3341	Hangar Rent	25,802.00	25,802.00	0.00	13,364.00	12,438.00
07-830-3355	After Hours Charge	3,900.00	3,900.00	0.00	1,430.00	2,470.00
07-830-3714	Insurance proceeds	0.00	0.00	0.00	380.00	-380.00
07-830-3725	Refunded Expenditures	0.00	0.00	0.00	77.37	-77.37
07-830-3728	Fuel Excise Rebate	2,900.00	2,900.00	0.00	1,204.84	1,695.16
07-830-3768	Chaffee County Contribution	25,000.00	25,000.00	0.00	0.00	25,000.00
07-830-3790	Interest	400.00	400.00	0.00	250.57	149.43
07-830-3870	Transfers	321,000.00	321,000.00	0.00	321,000.00	0.00
07-850-3770	State & Local Grants	0.00	0.00	0.00	8,962.20	-8,962.20
07-850-3775	FAA Annual Entitlement Grant	348,346.00	348,346.00	0.00	0.00	348,346.00
07-850-3776	CDOT Grant Match for FAA Grant	0.00	0.00	0.00	173,458.49	-173,458.49
07-850-3778	FAA Special Grant Program	0.00	0.00	0.00	40,921.47	-40,921.47
07-850-3782	SRE Building	316,667.00	316,667.00	0.00	0.00	316,667.00
07-850-3783	Sale of Fuel Truck	35,000.00	35,000.00	0.00	0.00	35,000.00
	Revenue Total:	1,477,450.66	1,477,450.66	0.00	968,814.28	508,636.38
Expense						
07-810-4217	Items for Resale	708.00	708.00	0.00	280.65	427.35
07-810-4218	Oxygen / Nitrogen Supply Cost	0.00	0.00	0.00	197.64	-197.64
07-810-4441	Fuel for Resale	269,731.00	269,731.00	0.00	116,451.87	153,279.13
07-810-4442	Fuel Testing	1,978.10	1,978.10	0.00	333.48	1,644.62
07-810-4443	Gain/Loss on Sale of Fuel	400.00	400.00	0.00	2,397.46	-1,997.46
07-830-4101	Wages	146,149.00	146,149.00	0.00	103,246.02	42,902.98
07-830-4110	FICA & Medicare	11,181.00	11,181.00	0.00	7,773.25	3,407.75
07-830-4112	Unemployment	438.00	438.00	0.00	310.02	127.98
07-830-4114	Retirement Contributions	3,198.00	3,198.00	0.00	1,677.56	1,520.44
07-830-4115	Accrued Leave	8.19	8.19	0.00	0.00	8.19
07-830-4116	Health & Life Insurance	15,712.23	15,712.23	0.00	12,960.41	2,751.82
07-830-4140	Workers Compensation	4,858.88	4,858.88	0.00	0.00	4,858.88
07-830-4205	Postage & Shipping	55.00	55.00	0.00	20.84	34.16
07-830-4211	Supplies	5,388.57	5,388.57	0.00	3,854.88	1,533.69
07-830-4220	Licenses & Permits	185.00	185.00	0.00	215.00	-30.00
07-830-4231	Fuel	2,139.72	2,139.72	0.00	1,286.07	853.65
07-830-4232	Vehicle Maintenance & Repair	1,461.04	1,461.04	0.00	0.00	1,461.04
07-830-4275	Uniforms	180.90	180.90	0.00	965.41	-784.51
07-830-4280	Meetings & Food	197.68	197.68	0.00	93.52	104.16
07-830-4290	Miscellaneous	0.00	0.00	0.00	649.54	-649.54
07-830-4341	Utilities	20,558.51	20,558.51	0.00	13,755.94	6,802.57
07-830-4345	Telephone	4,692.46	4,692.46	0.00	3,191.93	1,500.53
07-830-4380	PC / Liability Insurance	8,006.29	8,006.29	0.00	13,313.83	-5,307.54
07-830-4385	Liability Insurance	11,801.00	11,801.00	0.00	0.00	11,801.00
07-830-4410	Legal	200.00	200.00	0.00	1,620.00	-1,420.00

Airport Enterprise Fund Income Statement

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
07-830-4411	Audit	4,215.00	4,215.00	0.00	4,080.00	135.00
07-830-4414	Information Technology	1,523.19	1,523.19	0.00	1,972.89	-449.70
07-830-4415	Professional Fees for Outside Service	1,500.00	1,500.00	0.00	973.70	526.30
07-830-4416	Marketing & Printing	6,542.74	6,542.74	0.00	2,430.35	4,112.39
07-830-4432	Dues & Memberships	105.00	105.00	0.00	127.00	-22.00
07-830-4435	Building & Equipment Lease	24,000.00	24,000.00	0.00	10,000.00	14,000.00
07-830-4438	Weather Operations & AWOS	4,500.00	4,500.00	0.00	0.00	4,500.00
07-830-4440	Merchant Fees	9,300.00	9,300.00	0.00	7,438.16	1,861.84
07-830-4480	Travel & Training	1,542.55	1,542.55	0.00	1,243.14	299.41
07-830-4514	Furniture & Fixtures	155.02	155.02	0.00	0.00	155.02
07-830-4560	Building Maintenance & Repairs	447.00	447.00	0.00	370.67	76.33
07-835-4228	Runway Maintenance	4,464.02	4,464.02	0.00	2,328.18	2,135.84
07-835-4232	Vehicle Maintenance & Repair	1,771.90	1,771.90	0.00	2,232.26	-460.36
07-835-4233	Equipment Repairs & Maintenance	9,634.91	9,634.91	0.00	5,170.86	4,464.05
07-835-4560	Building Maintenance & Repairs	1,889.33	1,889.33	0.00	1,036.08	853.25
07-850-4803	Master Plan	5,000.00	5,000.00	0.00	6,198.29	-1,198.29
07-850-4811	Heavy Equipment Purchase	8,000.00	8,000.00	0.00	6,000.00	2,000.00
07-850-4830	Building Acquisition / Construction	333,333.00	333,333.00	0.00	0.00	333,333.00
07-850-4831	Building Remodeling	20,000.00	20,000.00	0.00	204.00	19,796.00
07-850-4834	Ground Lease Buy Out	125,000.00	125,000.00	0.00	8,797.50	116,202.50
07-850-4870	Airport Pavement Improvements	0.00	0.00	0.00	3,478.00	-3,478.00
07-850-4875	Facility & Land Acquisition	383,180.00	383,180.00	0.00	6,766.40	376,413.60
	Expense Total:	1,455,332.23	1,455,332.23	0.00	355,442.80	1,099,889.43
	Total Surplus (Deficit):	22,118.43	22,118.43	0.00	613,371.48	-591,253.05

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
07 - Airport Enterprise Fund	22,118.43	22,118.43	0.00	613,371.48	-591,253.05
Total Surplus (Deficit):	22,118.43	22,118.43	0.00	613,371.48	-591,253.05



Town of Buena Vista

Water Enterprise Fund Income Statement

Account Summary

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue						
02-710-3235	Construction Water	700.00	700.00	0.00	400.00	300.00
02-710-3330	Water Sales - General Customers	760,144.00	760,144.00	0.00	561,385.04	198,758.96
02-710-3331	Water Sales Town	20,937.31	20,937.31	0.00	13,711.25	7,226.06
02-710-3332	Water Sales Others	1,584.44	1,584.44	0.00	2,645.77	-1,061.33
02-710-3335	Late Payment Penalty	11,232.00	11,232.00	0.00	5,735.00	5,497.00
02-710-3340	Sale of Meters, Accessories, Freight, & materi...	8,629.53	8,629.53	0.00	11,980.69	-3,351.16
02-710-3701	Miscellaneous	3,714.00	3,714.00	0.00	0.00	3,714.00
02-710-3705	NSF Fees	155.00	155.00	0.00	200.00	-45.00
02-710-3790	Interest	1,835.55	1,835.55	0.00	2,005.22	-169.67
02-730-3610	System Development Fees	100,678.00	100,678.00	0.00	58,500.00	42,178.00
02-730-3791	Interest	2,717.00	2,717.00	0.00	1,210.21	1,506.79
02-730-3793	Debt	800,000.00	800,000.00	0.00	0.00	800,000.00
	Revenue Total:	1,712,326.83	1,712,326.83	0.00	657,773.18	1,054,553.65
Expense						
02-710-4101	Wages	199,624.80	199,624.80	0.00	151,232.22	48,392.58
02-710-4110	FICA & Medicare	14,821.50	14,821.50	0.00	10,576.96	4,244.54
02-710-4112	Unemployment	581.00	581.00	0.00	453.96	127.04
02-710-4114	Retirement Contributions	5,806.00	5,806.00	0.00	4,232.76	1,573.24
02-710-4115	Accrued Leave	187.85	187.85	0.00	0.00	187.85
02-710-4116	Health & Life Insurance	51,791.35	51,791.35	0.00	40,136.15	11,655.20
02-710-4140	Workers Compensation	173.84	173.84	0.00	0.00	173.84
02-710-4205	Postage & Shipping	8,000.00	8,000.00	0.00	6,283.96	1,716.04
02-710-4211	Supplies	3,500.00	3,500.00	0.00	4,443.62	-943.62
02-710-4220	Licenses & Permits	500.00	500.00	0.00	0.00	500.00
02-710-4231	Fuel	7,050.00	7,050.00	0.00	2,751.22	4,298.78
02-710-4232	Vehicle Maintenance & Repair	1,500.00	1,500.00	0.00	529.87	970.13
02-710-4233	Equipment Repairs & Maintenance	17,450.00	17,450.00	0.00	10,809.35	6,640.65
02-710-4236	Goods for Resale -Cost of Goods Sold	2,500.00	2,500.00	0.00	5,909.04	-3,409.04
02-710-4275	Uniforms	700.00	700.00	0.00	282.93	417.07
02-710-4280	Meetings & Food	50.00	50.00	0.00	56.90	-6.90
02-710-4290	Miscellaneous	0.00	0.00	0.00	472.34	-472.34
02-710-4345	Telephone	2,100.00	2,100.00	0.00	1,314.76	785.24
02-710-4385	Liability Insurance	10,600.00	10,600.00	0.00	6,974.17	3,625.83
02-710-4403	Public Notices	400.00	400.00	0.00	21.67	378.33
02-710-4410	Legal	25,000.00	25,000.00	0.00	31,637.86	-6,637.86
02-710-4411	Audit	4,700.00	4,700.00	0.00	4,590.00	110.00
02-710-4412	Engineering	35,000.00	35,000.00	0.00	22,566.81	12,433.19
02-710-4414	Information Technology	42,700.00	42,700.00	0.00	1,954.00	40,746.00
02-710-4415	Professional Fees for Outside Service	6,000.00	6,000.00	0.00	4,314.52	1,685.48
02-710-4416	Marketing & Printing	1,100.00	1,100.00	0.00	3,636.85	-2,536.85
02-710-4424	Laboratory Fees	4,000.00	4,000.00	0.00	1,292.54	2,707.46
02-710-4432	Dues & Memberships	1,240.00	1,240.00	0.00	2,247.00	-1,007.00
02-710-4480	Travel & Training	3,400.00	3,400.00	0.00	1,350.46	2,049.54
02-710-4540	Tools & Equipment	650.00	650.00	0.00	61.42	588.58
02-715-4211	Supplies	23,150.00	23,150.00	0.00	10,811.03	12,338.97
02-715-4286	Water Purchases	6,000.00	6,000.00	0.00	4,965.33	1,034.67
02-715-4341	Utilities	14,600.00	14,600.00	0.00	9,595.39	5,004.61
02-715-4415	Professional Fees for Outside Service	500.00	500.00	0.00	0.00	500.00
02-715-4435	Building & Equipment Lease	7,839.00	7,839.00	0.00	0.00	7,839.00
02-715-4823	Water Rights	2,500.00	2,500.00	0.00	500.00	2,000.00
02-715-4825	Pump Station Improvements	3,000.00	3,000.00	0.00	0.00	3,000.00
02-720-4560	Building Maintenance & Repairs	5,000.00	5,000.00	0.00	0.00	5,000.00

Water Enterprise Fund Income Statement

For Fiscal: 2016 Period Ending: 12/31/2016

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
02-720-4813	Equipment Purchases	15,000.00	15,000.00	0.00	3,603.70	11,396.30
02-720-4829	Distribution System Replacement	40,000.00	40,000.00	0.00	20,623.09	19,376.91
02-730-4549	Water tank 750,000	900,000.00	900,000.00	0.00	0.00	900,000.00
02-730-4550	Work Order Software	8,000.00	8,000.00	0.00	5,913.64	2,086.36
02-730-4552	Ivy League Conversion	131,000.00	131,000.00	0.00	235,438.30	-104,438.30
02-730-4562	Water Well	0.00	0.00	0.00	49,757.30	-49,757.30
02-730-4803	Engineering - Capital	15,000.00	15,000.00	0.00	8,235.25	6,764.75
02-730-4804	Xeriscape Demo Garden	10,000.00	10,000.00	0.00	0.00	10,000.00
02-730-4820	Water System Development Improvements	10,000.00	10,000.00	0.00	7,530.00	2,470.00
02-730-4821	SCUBA	8,000.00	8,000.00	0.00	7,646.00	354.00
02-730-4828	New Distribution infrastructure	0.00	0.00	0.00	634.06	-634.06
02-740-4610	1998 Debt Service Principal	71,723.00	71,723.00	0.00	74,946.82	-3,223.82
02-740-4620	1998 Debt Service Interest	14,638.00	14,638.00	0.00	12,222.32	2,415.68
	Expense Total:	1,737,076.34	1,737,076.34	0.00	772,555.57	964,520.77
	Total Surplus (Deficit):	-24,749.51	-24,749.51	0.00	-114,782.39	90,032.88

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
02 - Water Enterprise Fund	-24,749.51	-24,749.51	0.00	-114,782.39	90,032.88
Total Surplus (Deficit):	-24,749.51	-24,749.51	0.00	-114,782.39	90,032.88



Michelle Stoke <bvfinance@buenavistaco.gov>

27% fund balance info request

2 messages

David Volpe <trusteevolpe@buenavistaco.gov>
To: Michelle Stoke <bvfinance@buenavistaco.gov>

Sat, Sep 10, 2016 at 2:16 PM

Michelle,

A comment made during one of our recent BoT meetings has been banging around my head for a while now, perhaps you could help clarify my understanding. We have been operating under an assumption that generally, town is well above our agreed upon fund balance reserve of 27% for most accounts. Consequently, remarks that imply that we are having trouble spending down our reserves to an appropriate level are tossed about frequently. As I recall, during one of your recent reports, there was an indication that fund balance reserves may not be as robust as I thought they were.

Can I ask for clarification?

Thanks,

Dave Volpe

Michelle Stoke <bvfinance@buenavistaco.gov>
To: David Volpe <trusteevolpe@buenavistaco.gov>

Tue, Sep 20, 2016 at 3:15 PM

Hi David,

The Fund balance reserve issue can be confusing. To help explain this I have attached the reserve calculation worksheets I used for our 2nd quarter report for your reference. This worksheet will be updated for the 3rd quarter report next month.

Reserves are a combination of monies which will be held aside for a number of different purposes. They can be State mandated such as the Tabor reserve in the General Fund. They can be mandated by loan or bond covenants such as the bonds in the Capital Improvement Fund, or the loan in the Water Fund. There are also restrictions to hold aside the amounts used to pay the principal and interest due that year. We also have "reserved" amounts to fund our grant match obligations such as the \$500,000 for the Highway 24 project. In addition there are reserve amounts that are mandated by the Board itself such as the Infrastructure subsidy and the 27% minimum reserve set aside for emergencies.

There are a number of facets to the reserve calculation and to complicate the issue, it is always a moving target based upon current revenues.

It is really not correct that we have trouble spending down our reserves to an appropriate level. Every year we bring a budget to you that has already been cut and chopped so that we can balance the budget based on our projection of what we think will be left over after the end of the current year as well as what we think our revenues will be for the budgeted year. We don't have trouble spending money...we work with the board very diligently to make sure we are spending the money the way our constituents express is important to them. Also, the reason we set reserve policy it to keep our funds up to an appropriate level. Reserve policy is a minimum requirement.

The idea that the appropriate level of reserves requires us to spend everything in excess of the reserve requirement is upside down. The idea of inappropriate excess reserves is subjective, everyone will have a different view of what excess means. I would dare to say that BV is not even close to being identified as having excess reserves at all, much less at an inappropriate level.

I hope this has helped.

Regards,
Michelle

Michelle Stoke, CPA
Finance Director / Treasurer
Town of Buena Vista
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Buena Vista, CO 81211
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Surround yourself with what matters

[Quoted text hidden]

4 attachments

-  Q2 2016 General Fund Reserves.pdf
155K
-  Q2 2016 Capital Improvement Fund Reserves.pdf
158K
-  Q2 2016 Airport Fund Reserves.pdf
151K
-  Q2 2016 Water Fund Reserves.pdf
156K

Reserve Statement - General Fund

This report shows year to date the General Fund reserves. The financial policy requires the General Fund to stay at 27%.

Budget Category	2016 Budget	① Activity YTD	② Remaining Budget YTD	Total Fund Balance as of 12/31/2015 Per Audit	Budgeted Fund Balance as of 6/30/2016 ③
Revenues	\$3,232,099	\$1,560,692	\$1,671,406		
Expenditures w/ Transfers	-\$3,849,979	-\$1,726,355	-\$2,123,625		
Total	-\$617,880	-\$165,662	-\$452,218	\$1,795,651	\$1,629,989

Fund Balance Report

TABOR Reserve calculated as 3% of expenditures without regard to transfers ④	Remaining 2016 Budget obligations ⑤	Infrastructure Subsidy ⑥	27% Reserves ⑦	General Fund Unrestricted Fund Balance as of 6/30/2016 ⑧
(\$98,369)	(\$452,218)	(\$100,000)	(\$850,864)	\$128,537

The descriptions provided below explain the numbers in the report:

- ① Activity YTD Includes Actual Revenues and Expenditures which have been received or paid by 6/30/2016.
- ② Remaining Budget YTD Includes Budgeted Revenues and Expenditures which will be collected or paid between 6/30/2016 and the end of the Fiscal Year.
- ③ Budgeted Fund Balance is calculated by combining the beginning Fund Balance and the Activity YTD.
- ④ TABOR Reserves are stipulated by Amendment 23 of the Colorado Constitution; known as the TABOR amendment.
- ⑤ Remaining 2016 Budget obligations are funds assigned by the Board of Trustees through the adoption of the 2016 Budget.
- ⑥ Infrastructure Subsidy is set aside by the Board of Trustees to assist certain developments with intallation of infrastructure.
- ⑦ 27% Reserves are set aside by the Board of Trustees as additional emergency reserves established in the Financial Policy adopted by the Board in January 2016.
- ⑧ Unrestricted Fund Balance is the amount of cash available for additional expenditures or to add to reserves as the Board of Trustees deems appropriate.

Reserve Statement - Capital Improvement Fund

This report shows year to date the Capital Improvement Fund reserves. The financial policy requires the Capital Improvement Fund to stay at 27%.

Budget Category	2016 Budget	① Activity YTD	② Remaining Budget YTD	Total Fund Balance as of 12/31/2015 Per Audit	Budgeted Fund Balance as of 6/30/2016 ③
Revenues	\$1,177,081	\$156,889	\$1,020,192		
Expenditures w/ Transfers	-\$1,315,745	-\$168,298	-\$1,147,447		
Total	-\$138,664	-\$11,409	-\$127,255	\$973,053	\$961,644

Fund Balance Report

Restricted for Debt Service ④	Committed to Hwy 24 Project Grant Match Requirement ⑤	Remaining 2016 Budget obligations ⑥	Infrastructure Subsidy ⑦	27% Reserves ⑧	Capital Improvement Fund Unrestricted Fund Balance as of 6/30/2016 ⑨
(\$177,775)	(\$500,000)	(\$127,255)	(\$100,000)	(\$165,162)	(\$108,548)

The descriptions provided below explain the numbers in the report:

- ① Activity YTD Includes Actual Revenues and Expenditures which have been received or paid by 6/30/2016.
- ② Remaining Budget YTD Includes Budgeted Revenues and Expenditures which will be collected or paid between 6/30/2016 and the end of the Fiscal Year.
- ③ Budgeted Fund Balance is calculated by combining the beginning Fund Balance and the Activity YTD.
- ④ Restricted for Debt Service is comprised of the portion of principle and interest due in 2016.
- ⑤ Highway 24 Project Grant Match Requirement held in reserve to qualify for CDOT grant for Highway 24 reconstruction project.
- ⑥ Remaining 2016 Budget obligations are funds assigned by the Board of Trustees through the adoption of the 2016 Budget.
- ⑦ Infrastructure Subsidy is set aside by the Board of Trustees to assist certain developments with intallation of infrastructure.
- ⑧ 27% Reserves are set aside by the Board of Trustees as additional emergency reserves established in the Financial Policy adopted by the Board in January 2016.
- ⑨ Unrestricted Fund Balance is the amount of cash available for additional expenditures or to add to reserves as the Board of Trustees deems

Reserve Statement - Airport Fund

This report shows year to date the Airport Fund reserves. The financial policy requires the Airport Fund to stay at 27%.

Budget Category	2016 Budget	① Activity YTD	② Remaining Budget YTD	Total Fund Balance as of 12/31/2015 Per Audit	Budgeted Fund Balance as of 6/30/2016 ③
Revenues	\$1,477,451	\$321,821	\$1,155,630		
Expenditures w/ Transfers	-\$1,455,332	-\$224,621	-\$1,230,711		
Total	\$22,118	\$97,199	-\$75,081	-\$76,477	\$20,722

Fund Balance Report

Remaining 2016 Budget obligations ④	27% Reserves ⑤	Airport Fund Unrestricted Fund Balance as of 6/30/2016 ⑥
(\$75,081)	(\$123,238)	(\$177,597)

The descriptions provided below explain the numbers in the report:

- ① Activity YTD Includes Actual Revenues and Expenditures which have been received or paid by 6/30/2016.
- ② Remaining Budget YTD Includes Budgeted Revenues and Expenditures which will be collected or paid between 6/30/2016 and the end of the Fiscal Year.
- ③ Budgeted Fund Balance is calculated by combining the beginning Fund Balance and the Activity YTD.
- ④ Remaining 2016 Budget obligations are funds assigned by the Board of Trustees through the adoption of the 2016 Budget.
- ⑤ 27% Reserves are set aside by the Board of Trustees as additional emergency reserves established in the Financial Policy adopted by the Board in January 2016.
- ⑥ Unrestricted Fund Balance is the amount of cash available for additional expenditures or to add to reserves as the Board of Trustees deems appropriate.

Reserve Statement - Water Fund

This report shows year to date the Water Fund reserves. The financial policy requires the Water Fund to stay at 27%.

Budget Category	2016 Budget	① Activity YTD	② Remaining Budget YTD	Total Fund Balance as of 12/31/2015 Per Audit	Budgeted Fund Balance as of 6/30/2016 ③
Revenues	\$1,712,326	\$430,442	\$1,281,884		
Expenditures w/ Transfers	-\$1,650,715	-\$494,390	-\$1,156,325		
Total	\$61,611	-\$63,948	\$125,559	\$2,568,119	\$2,504,171

Fund Balance Report

Loan Covenant For Operating & System Development④	Debt Service ⑤	Remaining 2016 Budget obligations ⑥	Infrastructure Subsidy ⑦	27% Reserves ⑧	Water Fund Unrestricted Fund Balance as of 6/30/2016 ⑨
(\$610,990)	(\$93,311)	\$125,559	(\$100,000)	(\$246,328)	\$1,579,101

The descriptions provided below explain the numbers in the report:

- ① Activity YTD Includes Actual Revenues and Expenditures which have been received or paid by 6/30/2016.
- ② Remaining Budget YTD Includes Budgeted Revenues and Expenditures which will be collected or paid between 6/30/2016 and the end of the Fiscal Year.
- ③ Budgeted Fund Balance is calculated by combining the beginning Fund Balance and the Activity YTD.
- ④ Restricted per Loan Covenant is the requirement per the 1998 CWRPDA Loan to hold three months operating and maintenance expenditures for the Water Fund in reserve.
- ⑤ Restricted for Debt Service is that portion of principle and interest due in 2016.
- ⑥ Remaining 2016 Budget obligations are funds assigned by the Board of Trustees through the adoption of the 2016 Budget.
- ⑦ Infrastructure Subsidy is set aside by the Board of Trustees to assist certain developments with intallation of infrastructure.
- ⑧ 27% Reserves are set aside by the Board of Trustees as additional emergency reserves established in the Financial Policy adopted by the Board in January 2016.
- ⑨ Unrestricted Fund Balance is the amount of cash available for additional expenditures or to add to reserves as the Board of Trustees



Town of Buena Vista
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Phone: (719) 395-8643
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To: Mayor and Board of Trustees
From: Janell Sciacca, Town Clerk
Melanie Jacobs, Deputy Town Clerk
Date: September 23, 2016
RE: August 2016 Clerk's Office Activities

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

LIQUOR LICENSES

Renewal(s) Issued:

- **Love's Travel Shops & Country Stores, Inc. dba Love's Country Store #115** – 3.2% Beer, 115 Harrison Street, Operating Manager Kati McCormick.
- **ShopKo Stores Operating Co, LLC. dba ShopKo Hometown #578** – 3.2% Beer, 415 US Hwy 24 North, Operating Manager Robert Lucero.
- **Dillon Companies, Inc dba City Market #37** – 3.2% Beer, 428 South Highway 24, Manager Douglas Miller.
- **Peak Sales and Distribution, Inc. dba Rally Liquors** – Retail Liquor Store, 402 South Highway 24, Owners Thomas and Mari Butler.
- **Collegiate Peaks Wood Fired Pizza & Grill, LLC dba Eddyline Restaurant at South Main** - Hotel & Restaurant, 926 South Main, Owner/Manager Brian England.
- **Little Daisy Company dba Little Daisy Company** – Retail Liquor Store, 401 US Highway 24 North Unit B, Owner/Manager Seldon Turnbull.
- **Girasoles, Inc. dba Los Girasoles** - Hotel & Restaurant, 708 US Highway 24, Owner/Manager Trish Holland.

Special Events Permits Issued:

- **Volunteers With a Purpose, Inc.** – September 10, 2016 Flaming Foilage Run, East Main River Park.
- **Chaffee County Council on the Arts** – September 2 and December 3, 2016 Arts Events, Community Center, 715 East Main.

BUSINESS LICENSES

New License(s) Issued:

- **Rebecca Faire Gifts** – 322 E Main #1 / Rebecca Rodriguez-Peisker (House Decor)
- **Cabin on San Juan** – 224 N San Juan / Loraine Marquis (VRBO)
- **Alaska's Original Shake Up** – Wasilla, AK / Benjamin Muth (Temporary Lemonade Vendor)

CEMETERY

- 3 interments

NOTARY SERVICES PERFORMED

- 14 Notaries were performed in August.



PLANNING DEPARTMENT MONTHLY REPORT

August 2016

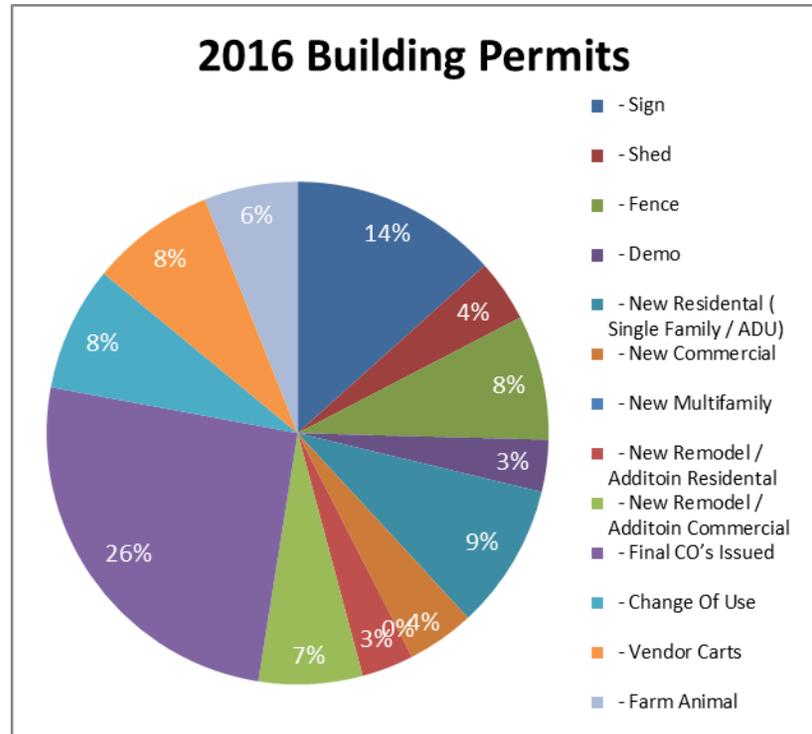
Pending Planning Items:

- UDC – Steering Committee follow up. Planning and Zoning Commission by November, Board of Trustees by December.
- Tree Clippings Clean Up Week – September 26-30.
- Awarded CHFA Low Income Housing Tax Credits for Collegiate Commons
- Alex Junker’s last day as Code Enforcement Officer is September 30, 2016.

Department Tracking Data	
Phone Calls for the Month	96
Total Development Apps.	4
2016 YTD Total Revenue	\$26,402.66

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

Building Permit Totals			
Type	Aug-16		
	#	\$	Year Total
Planning Clearances			
-Sign	3	\$140.00	\$1,180.00
-Shed	1	\$20.00	\$120.00
-Fence	3	\$60.00	\$240.00
Building Permits (Commercial and Residential)			
-New Residential	3	\$782.86	\$3,733.44
- New Remodel / Addition Residential	1	\$50.00	\$410.98
- Final CO's Issued	4	N.A	56
Reviews			
-Vendor Carts	1	\$25.00	\$1,150.00
Total	16	\$1,077.86	\$19,592.66





PLANNING DEPARTMENT MONTHLY REPORT

Development Project Totals			
Type	Aug-16		
	#	\$	Total
Subdivision	2	\$800.00	\$3,200.00
Special Use	1	\$200.00	\$1,200.00
Comprehensive Sign Plan	1	\$160.00	\$160.00
Total	4	\$1,160.00	\$6,810.00

