



**AGENDA  
FOR THE BOARD OF TRUSTEES  
OF THE TOWN OF BUENA VISTA, COLORADO  
March 24, 2020**

**Virtual Regular Meeting at 7:00 PM  
(Meeting will not be held at the Buena Vista Community Center)**

**To participate in Public Comment and/or Public Hearings you must connect via Zoom  
Conferencing Access Information: <https://zoom.us/j/839531184>**

**Listen via phone at 1-301-715-8592    Meeting ID: 839 531 184**

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

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. AGENDA ADOPTION**

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

**V. CONSENT AGENDA**

*Approval of matters that are routine in nature that require review and/or approval, i.e. minutes and reports. (Professional Service Agreements (PSA) that exceed \$25,000.00 require the Consent Agenda to be approved by a Roll Call vote)*

**A. Minutes**

1. Board of Trustees Regular Meeting – March 10, 2020
2. Board of Trustees Special Meeting – March 18, 2020

**B. Town Clerk Report**

**VI. STAFF REPORT**

1. Town Treasurer
2. Principal Planner

**VII. BUSINESS ITEMS**

- A. Should the Board of Trustees approve adoption of Resolution No. 21, Series 2020, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, APPOINTING JUDGE BRIAN GREEN AS MUNICIPAL COURT JUDGE.”?**  
*The Board will consider approving the appointment of Brian Green as the Buena Vista Municipal Judge.*
- B. Should the Board of Trustees approve adoption of Resolution No. 22, Series 2020, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES, PROVIDED BY DIBBLE ENGINEERING FOR RUNWAY REHABILITATION.”?**  
*The Board will consider approving the agreement with Dibble Engineering for runway rehabilitation.*

**This Agenda may be Amended**

Posted at Buena Vista Town Hall, Post Office, and [www.buenavistaco.gov](http://www.buenavistaco.gov) on Friday, March 20, 2020

- C. Should the Board of Trustees approve adoption of Resolution No. 23, Series 2020, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A VEHICLE PURCHASE AGREEMENT WITH NORTHERN SONOMA COUNTY FIRE PROTECTION DISTRICT TO ACQUIRE A 2011 FERRARA ENGINE FOR THE BUENA VISTA FIRE DEPARTMENT.”?**

*The Board will consider approving the purchase of a 2011 Fire Engine to replace our 1974 Fire Engine using funds saved up from the Fire Incident Deployment and Brush Truck programs.*

- D. **Municipal Water and relief for COVID-19 impacts**

*The Board will continue discussion on municipal water billing and other relief options related to COVID-19 Impacts.*

- E. Should the Board of Trustees approve adoption of Ordinance No. 04, Series 2020 entitled, **“AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, AMENDING CHAPTER 2, ARTICLE 1, OF THE BUENA VISTA MUNICIPAL CODE REGARDING THE CONDUCT OF TOWN ELECTIONS.”?**

*The Board will consider changes to the Municipal Code designating all municipal elections be conducted as mail ballot elections, and transferring the authority and responsibility to appoint elections judges from the Trustees to the Town Clerk.*

#### VIII. PUBLIC COMMENT

*Citizen participation where the public can sign up prior to the start of the meeting by entering your name, address, and subject to be discussed in the Zoom Chat box, or by emailing the information to [bvclerk@buonavistaco.gov](mailto:bvclerk@buonavistaco.gov). Neither Town Board nor Town staff should be expected to respond to matters raised in the Public Comment segment of Board meetings. Nevertheless, Board members will always retain the right to ask questions of the speaker and to respond then or at a later time to remarks made by any citizen.*

#### IX. TRUSTEE/STAFF INTERACTION

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

#### X. ADJOURNMENT

**This Agenda may be Amended**

Posted at Buena Vista Town Hall, Post Office, and [www.buonavistaco.gov](http://www.buonavistaco.gov) on Friday, March 20, 2020



**MINUTES OF THE BUENA VISTA BOARD OF TRUSTEES**  
**Pinon Room, Community Center 715 E. Main Street**  
**Tuesday, March 10, 2020**

**MINUTES OF THE MEETINGS OF THE BOARD OF TRUSTEES ARE A TRANSCRIPT OF THE GOVERNING BODY'S ACTIONS RATHER THAN A VERBATIM RECORD OF DELIBERATIONS.**

A regular meeting of the Board of Trustees was called to order by Mayor Duff Lacy, at 7:00 pm, Tuesday, March 10, 2020 at the Buena Vista Community Center, Pinon Room, 715 E. Main Street, Buena Vista, Colorado having previously been noticed in accordance with the Colorado Open Meetings Law.

**ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Duff Lacy	Mayor	Present
Lawanna Best	Trustee	Absent
Libby Fay	Trustee	Present
Mark Jenkins	Trustee	Present
Norm Nyberg	Trustee	Present
Cindie Swisher	Trustee	Present
David Volpe	Trustee	Present

**Town Staff Present:**

Town Administrator Phillip Puckett  
 Principal Planner Mark Doering  
 Police Chief Jimmy Tidwell  
 Recreation Director Earl Richmond  
 Town Clerk Paula Barnett

Town Attorney Jeff Parker  
 Public Works Direct Shawn Williams  
 Fire Chief Dixon Villers  
 Town Treasurer Michelle Stoke

**PLEDGE OF ALLEGIANCE**

Mayor Lacy led the pledge of allegiance.

**Proclamation**

Mayor Lacy read the Census 2020 Proclamation.

**Introduction and Swearing in of Firefighters**

Fire Chief Dixon Villers introduced to the Trustees the Town’s full-time Firefighters, Brandon Evans, Miguel Class, Christopher Greene, and Nathan Allen. Town Clerk Paula Barnett administered the Oath of Office to the Fire Fighters.

**AGENDA ADOPTION**

**MOTION NO. 1:**

MOVE TO APPROVE THE AGENDA.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Fay
<b>SECONDER:</b>	Trustee Swisher
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

**CONSENT AGENDA**

*Approval of matters that are routine in nature that require review and/or approval, i.e. minutes and reports. (Professional Service Agreements (PSA) that exceed \$25,000.00 require the Consent Agenda to be approved by a Roll Call vote)*

**A. Minutes**

- 1. BoT Regular Meeting – February 25, 2020
- 2. Tree Advisory Board – January 2, 2020

**B. Police Chief Report**

**C. Fire Chief Report**

**D. Chaffee County Office of Housing Activities Update**

**E. Chaffee County Development Services Department Activities Update**

**MOTION NO. 2:**

MOVE TO APPROVE THE CONSENT AGENDA.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Volpe
<b>SECONDER:</b>	Trustee Swisher
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

**PUBLIC COMMENT**

Amy Eckstein, 119 Meadow Lane, Buena Vista, shared with the Trustees her concerns with the snow removal, and the continual freeze/ice that is on the sidewalks on the south side of Main Street. Eckstein stated the melting and refreezing of snow and ice around the benches is an issue, and suggested they be removed during the winter months to make snow shoveling easier. Eckstein also expressed concern with the snow and ice damaging trees, placement of trees, and several of the trees along Main Street having low branches that require you to duck

under or walk around them to avoid being hit. Eckstein suggested the Chamber of Commerce or the Main Street Program could help explore options to resolve the issues.

Rebecca Rice, 851 McDonald Avenue, Buena Vista, met with the Board on behalf of Chaffee County Public Health to encourage the Board to adopt an updated and expanded tobacco ordinance. She suggested that the ordinance address the recent change in federal law raising that the legal age to possess and purchase products from 18 to 21 years of age, that it include local retail licensing requirements, and that it ban flavored tobacco items. Rice stated according to 2017 statistics Chaffee County has a youth vaping epidemic. Rice stated educating the youth is key, and public policy and local licensing also aids awareness on the sale of tobacco products.

### STAFF REPORTS

1. Town Administrator - Highlights of the report in the packet were reviewed and Puckett responded to Trustee comments and questions.

Puckett reviewed with the Trustees the Community Grant Fund currently has a balance of \$3,000.00, and asked if the Board would like the fund to receive the full 1% of sales tax collected in 2019, which would add an additional \$4,615.00, increasing the balance to \$7,615.00. Puckett stated if the balance is increased, the Board could amend the budget to increase the funds available in the Community Grant account, and Chaffee County Community Foundation (CCCF) could open another deadline for applications in mid-summer.

### MOTION NO. 3:

MOVE TO AMEND THE 2020 BUDGET WITH AN INCREASE OF \$4,615.00 TO BE ALLOCATED TO THE COMMUNITY GRANT ACCOUNT, AND TO OPEN A MID-SUMMER APPLICATION PROCESS.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Fay
<b>SECONDER:</b>	Trustee Jenkins
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

Puckett reported after spending several months considering taking over the Main Street program, the Chamber of Commerce Board of Directors has not made a commitment and has asked to revisit the topic in late Spring. Puckett stated he has remained in contact with Gayle Langley from the Colorado Main Street program and she has been understanding about the Town exploring the possibility of the Chamber taking over the program. Puckett stated at some point a determination will need to be made to remain in or exit the program.

2. Town Treasurer - Highlights of the report in the packet were reviewed and Stoke responded to Trustee comments and questions.

Stoke provided the Trustees with information on how sales tax is collected from remote sellers.

3. Airport Manager - Highlights of the report in the packet were reviewed and Puckett responded to Trustee comments and questions.

4. Public Works Director - Highlights of the report in the packet were reviewed and Williams responded to Trustee comments and questions.

5. Recreation Director - Highlights of the report in the packet were reviewed and Richmond responded to Trustee comments and questions.

Richmond reviewed with the Board the Recreation Department was successful in receiving a matching grant from the Colorado Department of Local Affairs, Upper Arkansas Area Council of Government (UAACOG) for the covered bandshell improvements at McPhelemy Park. The UAACOG will provide up to \$3,875.00 for the planning, permitting, building, signing and landscaping for the project. Richmond stated \$5,000.00 has been allocated for the project in the 2020 Capital Improvement Project budget line item. Staff is requesting the Board amend the 2020 budget to reflect the total cost of \$7,750.00 with the understanding the grant funds will cover 50% of the total cost of the project. The funding will be reimbursed after the project is complete.

**MOTION NO. 4:**

MOVE TO APPROVE AMENDING THE 2020 BUDGET INCREASING THE CAPITAL PROJECT BUDGET LINE ITEM FOR THE BANDSHELL PROJECT FROM \$5,000.00 to \$7,750.00 WHICH INCLUDES UAACOG GRANT FUNDS.

<b>RESULT:</b>	<b>ROLL CALL</b>	<b>CARRIED</b>
<b>MOVER:</b>		Trustee Jenkins
<b>SECONDER:</b>		Trustee Volpe
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe	

## **BUSINESS ITEMS**

### **Historic Structure Assessment for St. Rose Chapel Building**

Barbara Darden with Scheuber + Darden Architects provided the Board with a structure assessment on the St. Rose Chapel Building which the Buena Vista Visitors Center and Chamber of Commerce occupies.

Darden stated the structure assessment divides the structures deficiencies into three categories; critical: serious, and minor. The estimated cost to complete the repairs is one million dollars, and some of the work can be done by Chamber and Town staff. Darden suggested completing the projects in phases, and applying for State Historical grant funds which have maximum funding of \$250,000.00, and require a 25% match from the Town.

Puckett reviewed with the Trustees that Darden's report concludes the assessment project which began in 2018, and when the final report is received, he will share it with the Trustees and Chamber Board to discuss how to proceed.

### **South Main Public Improvements Agreement for Pine Street Water Line Project**

JJ Kinsfather, 905 Swift Circle, Buena Vista, met with the Trustees to discuss South Main's request for the Board of Trustees to accept public improvements in existing and future portions of Pine Street to allow for the installation of a water line from the intersection of Pine Street and South Beldan Street to the intersection of Pine Street and South Main Street.

Principal Planner Mark Doering reviewed with the Board that along with the installation of the water line, a portion of Pine Street will be dedicated to the Town in a future subdivision of Block 6, Lot 1 with Phase 1 of the South Main PUD for other public improvements. These improvements include asphalt paving, along with curb, gutter, and sidewalk installation for this portion of Pine Street. The right-of-way needed for the lot was not previously dedicated to Town. Doering stated the subdivision will occur when the Board has given approval of those public improvements to be dedicated to the Town. In addition to the public improvements within that future right-of-way to be dedicated, a water line easement covering the property that has not yet been subdivided will also be dedicated to the Town, which will allow the Town to maintain the new water line until future right-of-way is dedicated.

Doering stated the impact to the Town's budget will be the same as that for maintenance of a water line, paved road, sidewalks, and curb and gutter anywhere else in town. A positive budget impact of the proposal is that South Main will install a needed water line and hydrant in an area of town that has already been subdivided but does not have existing water infrastructure in place to allow other vacant properties outside of South Main along the line to also be developed.

That resulting development along that future water line would not occur until the water line is installed in Pine Street.

**MOTION NO. 5:**

MOVE TO APPROVE THE FIFTH AMENDMENT TO THE SITE-SPECIFIC DEVELOPMENT PLAN AND SUBDIVISION IMPROVEMENTS AGREEMENT FOR THE SOUTH MAIN PUD, SUBJECT TO THE TOWN ADMINISTRATOR’S APPROVAL OF THE AMENDED FINAL PLAT OF PHASE ONE AND THE PUD MODIFICATION.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Swisher
<b>SECONDER:</b>	Trustee Nyberg
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

**Tobacco Ordinance Discussion**

Puckett and Town Clerk Paula Barnett reviewed with the Board the possibility of making changes to the Town’s tobacco ordinance to mirror the ordinance recently adopted by the City of Salida. The alterations include raising the minimum age requirement for possession and use of tobacco products from 18 to 21 years of age to be consistent with federal law, and requiring local licensing of retailers who sell tobacco products. The City of Salida proposed banning flavored tobacco products but decided not to adopt the ban.

The Board, Staff, and Rebecca Rice with the Chaffee County Department of Public Health had a lengthy discussion on the advantages and disadvantages of requiring retailers to apply for, and be issued a local retailer license to sell tobacco products.

**MOTION NO. 6:**

MOVE TO MODIFY THE ORDINANCE RELATED TO POSSESSION, USE AND DISTRIBUTION OF TOBACCO AND NICOTINE PRODUCTS TO RAISE THE MINIMUM AGE REQUIREMENT FROM 18 YEARS OF AGE TO 21 YEARS OF AGE, AND TO MAKE FUTURE CHANGES DEPENDENT UPON STATE AND FEDERAL RULES AND REGULATIONS.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Volpe
<b>SECONDER:</b>	Trustee Nyberg
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

### **Ordinance Amending Chapter 16 of the Buena Vista Municipal Code to Make Minor Corrections to the Code**

Principal Planner Doering reviewed with the Trustees that Staff is requesting to amend the Municipal Code to address provisions of the Code that need clarification since the adoption of the Unified Development Code (UDC) in 2018. The proposed provisions address items that conflict with other sections of the code, or that do not clearly address situations that have arisen since the UDC's adoption. The Planning and Zoning Commission reviewed the proposed amendment at their February 19, 2020 meeting and unanimously recommended that the Board of Trustees approve the proposed changes.

Doering reviewed with the Board the proposed clarifications/changes to the UDC which included the following topics/sections:

- Kennels and outdoor dog runs.
- Veterinarian hospital/clinic.
- Improvement to multimodal circulation for existing and future development areas to increase the effectiveness of local service delivery and emergency service times throughout the Town to minimize vehicular and pedestrian conflicts.
- Restriction of vehicular access on E. Main Street and the use of alleys.
- Public Notice – When an application for an administrative adjustment is deemed complete, Town staff shall notify all property owners within 300 feet of the property via first class mail within 15 days following the date of the submittal notice.

#### **MOTION NO. 7:**

MOVE TO APPROVE ORDINANCE NO. 3 CLARIFYING AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE (UDC)

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Swisher
<b>SECONDER:</b>	Trustee Jenkins
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

#### **Fee Waiver Policy Discussion**

Recreation Director Earl Richmond reviewed with the Board the Town continues to receive requests for fee reductions and fee waivers for both special event permitting fees and park and facility rentals. The current Fee Waiver Policy lacks a definition section and contains verbiage that is considered by many to be confusing and lacking specificity.

Richmond stated the revised Fee Waiver and Reduction Policy contains a section to define “free and open to the public” events, and is more specific as to which organizations qualify for

a reduction or waiver of fees, and under what conditions. The updated policy defines each fee as either eligible or ineligible for a reduction or waiver.

**MOTION NO. 8:**

MOVE TO APPROVE THE UPDATED FEE WAIVER POLICY FOR FACILITIES AND SPECIAL EVENTS.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Nyberg
<b>SECONDER:</b>	Trustee Jenkins
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

**Public Art Policy**

Barnett reviewed with the Board that Staff and the Beautification Advisory Board have been working on creating a Public Arts Policy that ensures consistent policies and guidelines related to sites and types of projects allowed, along with the process for review, maintenance, and removal of public art. The policy also includes submission requirements, and a Town evaluation checklist.

Trustee Fay requested Section 5.3 include the criterion "Artwork conveying commercial messages will not be accepted".

**MOTION NO. 9:**

MOVE TO APPROVE THE PUBLIC ART POLICY AS AMENDED

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Fay
<b>SECONDER:</b>	Trustee Jenkins
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

Adoption of Resolution No. 19, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, CANCELING THE APRIL 7, 2020 ELECTION.**"

**MOTION NO. 10:**

MOVE TO APPROVE RESOLUTION NO. 19 CANCELING THE APRIL 7, 2020 ELECTION.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Fay
<b>SECONDER:</b>	Trustee Jenkins
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

**TRUSTEE/STAFF INTERACTION**

Trustees and Staff reported on or commented about recent and upcoming events, activities and topics.

**EXECUTIVE SESSION**

“An executive session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), concerning water rights.”

**MOTION NO. 11:**

MOVE TO GO INTO EXECUTIVE SESSION.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Fay
<b>SECONDER:</b>	Trustee Swisher
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

The Board took a 10-minute recess.

The Board went into Executive Session at 9:39 pm. Present for the Executive Session were Mayor Duff Lacy, Trustees Libby Fay, Mark Jenkins, Norm Nyberg, Cindie Swisher, and David Volpe, as well as Town Administrator Phillip Puckett, Special Projects Manager Joel Benson, and Town Attorney Jeff Parker.

**MOTION NO. 12:**

MOVE TO ADJOURN FROM EXECUTIVE SESSION AT 9:59 PM.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Fay
<b>SECONDER:</b>	Trustee Jenkins
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

Mayor Lacy announced that he and Trustees Fay, Jenkins, Nyberg, Swisher, and Volpe, the Town Administrator, Special Project Managers, and Town Attorney were present for the Executive Session.

**MOTION NO. 13:**

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THAT THE MEETING BE ADJOURNED AT 10:02 PM.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Nyberg
<b>SECONDER:</b>	Trustee Jenkins
<b>AYES:</b>	Fay, Jenkins, Nyberg, Swisher, Volpe

Respectfully submitted:

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Duff Lacy, Mayor

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Paula Barnett, Town Clerk



**MINUTES OF THE BUENA VISTA BOARD OF TRUSTEES**  
**Special Virtual Meeting**  
**Tuesday, March 18, 2020**

**MINUTES OF THE MEETINGS OF THE BOARD OF TRUSTEES ARE A TRANSCRIPT OF THE GOVERNING BODY'S ACTIONS RATHER THAN A VERBATIM RECORD OF DELIBERATIONS.**

A special virtual meeting of the Board of Trustees was called to order by Mayor Duff Lacy, at 5:30 pm, Tuesday, March 18, 2020 having previously been noticed in accordance with the Colorado Open Meetings Law.

**ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Duff Lacy	Mayor	Present
Lawanna Best	Trustee	Present
Libby Fay	Trustee	Present
Mark Jenkins	Trustee	Present
Norm Nyberg	Trustee	Present
Cindie Swisher	Trustee	Present
David Volpe	Trustee	Present

**Town Staff Present:**

Town Administrator Phillip Puckett  
 Principal Planner Mark Doering  
 Police Chief Jimmy Tidwell  
 Recreation Director Earl Richmond  
 Town Clerk Paula Barnett

Town Attorney Jeff Parker  
 Public Works Direct Shawn Williams  
 Fire Chief Dixon Villers  
 Town Treasurer Michelle Stoke

**PLEDGE OF ALLEGIANCE**

Mayor Lacy led the pledge of allegiance.

**AGENDA ADOPTION**

**MOTION NO. 1:**

MOVE TO APPROVE THE AGENDA.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Nyberg
<b>SECONDER:</b>	Trustee Best
<b>AYES:</b>	Best, Fay, Jenkins, Nyberg, Swisher, Volpe

**BUSINESS ITEMS**

**Adoption of The Town of Buena Vista Board of Trustees Remote Participation and Remote Meetings Policy**

Town Administrator Phillip Puckett reviewed with the Trustees that the proposed updated policy outlines how both non-emergency and emergency meetings would be conducted.

Town Attorney Jeff Parker reviewed the differences between non-emergency and emergency situations, and quasi-judicial land use matters. He stated that during remote meetings voting by Board members is done by roll call vote, and using tools such as Zoom for virtual meetings allows the public to participate in Public Comments and Public Hearings.

Parker stated the policy also gives the Mayor and/or Town Administrator the right to give Advisory Boards and Commissions the privilege to conduct remote meetings.

**MOTION NO. 2:**

MOVE TO APPROVE THE TOWN OF BUENA VISTA BOARD OF TRUSTEES REMOTE PARTICIPATION AND REMOTE MEETINGS POLICY.

<b>RESULT:</b>	<b>ROLL CALL</b>	<b>CARRIED</b>
<b>MOVER:</b>		Trustee Fay
<b>SECONDER:</b>		Trustee Jenkins
<b>AYES:</b>	Best, Fay, Jenkins, Nyberg, Swisher, Volpe	

Should the Board of Trustees approve adoption of Resolution No. 20, Series 2020, entitled **“A RESOLUTION CONSENTING TO AND EXTENDING THE ORDER DECLARING A LOCAL DISASTER EMERGENCY IN AND FOR THE TOWN OF BUENA VISTA, COLORADO.”?**

Puckett reviewed with the Board that on March 17, 2020 he used his executive power as Town Administrator to declare a local disaster emergency which lasts up to 48 hours. By declaring a local disaster, the Board can meet remotely, and such a declaration places the Town on the county and state Emergency Management lists to be eligible to apply for FEMA funding and cost reimbursements incurred during the disaster.

The purposed extends the local disaster emergency declaration to April 15, 2020 which provides the Trustee time to reevaluate the situation and to end or extend the order declaring a local disaster emergency.

**MOTION NO. 3:**

MOVE TO ADOPT RESOLUTION NO. 20, SERIES 2020 EXTENDING THE ORDER DECLARING A LOCAL DISASTER EMERGENCY TO APRIL 15, 2020.

<b>RESULT:</b>	<b>ROLL CALL</b>	<b>CARRIED</b>
<b>MOVER:</b>		Trustee Fay
<b>SECONDER:</b>		Trustee Swisher
<b>AYES:</b>	Best, Fay, Jenkins, Nyberg, Swisher, Volpe	

**PUBLIC COMMENT**

Devin Rowe, 34 Park Lane, Buena Vista, thanked the Staff and Trustees for their hard work and dedication during this crisis. Rowe also commented he is looking forward to beginning his Trustee term on April 14, 2020.

Jan Wondra, Ark Valley Voice, asked the Board and Staff if the Town plans to provide services to the elderly to assist with shopping and personal and medical needs.

The Board and Staff discussed possible solutions which included Trustee Volpe working with the Buena Vista Chamber of Commerce and/or locating a Community Group that could coordinate this effort since the Town cannot allocate a staff member to oversee the entire project.

**TRUSTEE/STAFF INTERACTION**

Trustees and Staff reported on or commented about recent and upcoming events, activities and topics.

Puckett shared with the Board that Staff is focused on taking care of core services and maintaining the health of employees. Chaffee County Public Health and Chaffee County Emergency Management Departments, along with administration from the County and the municipalities, are developing measures to attempt to prevent an outbreak of COVID-19 in the county. The decisions already reached included drastically reducing the number of travelers/visitors into Chaffee County.

Puckett reported that he and Treasurer Michelle Stoke have begun reviewing the 2020 budget to limit or eliminate expenditures in anticipation of a loss of sales tax revenue, and to maintain reserves.

The Trustees and Staff had lengthy discussion on the short- and long-term impacts COVID-19 will have on residents, businesses, and visitors, and discussed options to provide financial assistance to residents impacted by COVID-19 due to job loss etc. Per Mayor Lacy's request, Puckett and Stoke will research options related to waving water fees.

**MOTION NO. 4:**

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THAT THE MEETING BE ADJOURNED AT 7:00 PM.

<b>RESULT:</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Best
<b>SECONDER:</b>	Trustee Swisher
<b>AYES:</b>	Best, Fay, Jenkins, Nyberg, Swisher, Volpe

Respectfully submitted:

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Duff Lacy, Mayor

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Paula Barnett, Town Clerk

**TOWN OF BUENA VISTA**

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

DATE: March 24, 2020  
TO: Mayor and Board of Trustees  
FROM: Paula Barnett, Town Clerk  
Melanie Jacobs, Deputy Town Clerk  
RE: February Clerk's Office Activities

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**LIQUOR LICENSES****SPECIAL EVENTS PERMIT**

- **Buena Vista Welcome Center and Chamber of Commerce** - Business After Hours  
February 20, 2020 - Sangre de Cristo Electric Assoc. 29780 US Hwy 24, Buena Vista
- **Greater Arkansas River Nature Association-GARNA** – GARNA Annual Member's  
Meeting – February 21, 2020 – Buena Vista Community Center, 715 E. Main Street

**NEW LICENSE**

- **Boneshaker Cycles dba Boneshaker Cycles** – Tavern License / 310 East Main St

**LICENSES RENEWED**

- **East Main Holdings, Inc. dba House Rock Kitchen** – Hotel & Restaurant / 421 East Main  
St, Buena Vista
- **La Herradura LLC dba La Herradura** – Hotel & Restaurant / 708 S Hwy 24, Buena Vista
- **EJ's Restaurants, Inc. dba Quincy's** - Hotel & Restaurant / 605 Hwy 24 S, Buena Vista

**BUSINESS LICENSES****NEW LICENSES ISSUED**

- **Fresh Mountain Airbnb** – 623 Cedar St #A103 / Catherine & Jesse Cortese (STR)
- **Precision Homes, LLC** – Denver / Adam Steinbach & Gary Clark (cabinet & countertop  
sales)
- **On the Hook Fish & Chips** – Laramie, WY / Ocean Andrew (food truck)
- **Eco-Friendly Journals** – 28785 CR 361A / Mary Ann Marszalek (journal-making  
workshops and journal sales)
- **Allen Guerra Architecture** – Frisco / Suzanne Allen Sabo (architecture)

**LICENSES RENEWED – 29**

**CEMETERY**

- 2 Site Sales
- 0 Interments

**NOTARY SERVICES**

- 27 Notarizations Performed

**TOWN OF BUENA VISTA**

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

DATE: March 24, 2020  
TO: Mayor and Board of Trustees  
FROM: Michelle Stoke, Town Treasurer

AGENDA ITEM: Treasurer's Report

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Transparency Portal:

<https://buenavistaco.opengov.com>

January Sales Tax:

Sales tax receipts attributable to the month of January was \$263,148.58 which was 35.33% over January 2019 and 30.12% in excess of budget. The portion of sales tax from remote sellers was 29.6% of the total.

We will begin to see the effect of the CoVid-19 emergency when March sales tax is received which won't be until May.

Town Expenditures:

Since the March 4, 2020 report the Town has issued:

- 81 accounts payable checks for a total of \$198,653.22
- ACH withdrawals to the IRS, FPPA, CCOERA and Colorado Department of Revenue for pay period ending 03/07/2020 was \$40,870.93.
- Net payroll was \$70,985.50 for the same period.
- The breakdown by Fund for AP and payroll-related check disbursements plus the ACH payments is as follows: *(Note that not all expenditures are expenses since some are reimbursements or withholding from employees' gross payroll)*
  - o General Fund - \$ 167,713.89
  - o Water Enterprise Fund - \$ 54,365.41
  - o Capital Improvement Fund - \$ 1,783.58
  - o Stormwater Enterprise Fund- \$ 0.00
  - o Airport Enterprise Fund - \$ 13,331.96
  - o Street Fund \$ 2,329.31
  - o TOTAL \$ 239,524.15

Expenditures Over \$2,000.00

-Atmos Energy for \$3,233.17 for February natural gas charges  
-Axon Enterprise, Inc for \$6,451.50 for evidence.com license for 2 years  
-Bound Tree Medical for \$2,176.54 for medical supplies for the Fire Department  
-CEBT for \$51,973.68 for March premiums for employee health and life insurance  
-Delta Dental for \$4,222.01 for March premiums for employee dental insurance  
-Dynotek for \$15,025.00 for Service and Data Manager for the Surface Water Plant  
-Front Range Winwater Works for \$7,025.06 for Water Inventory  
-Pinnacol Assurance for \$5,706.99 for the 3<sup>rd</sup> of 9 installment for Worker's Comp insurance  
-The Lincoln National Life Insurance Company for \$2,324.39 March premiums for employee disability insurance  
-USA BlueBook for \$2,161.08 for Water Treatment supplies  
-Wold Architects and Engineers for \$2,644.31 for Emergency services master plan through 2020%  
-Bullfrog Pest Management for \$2,100.00 for pest control for the Airport  
-Chaffee County Community Foundation for \$4,615.00 for 2020 additional community grant  
-Davenport Group, LLC for \$8,000.00 for remote implementation for IT  
-RG Associates, LLC for \$31,058.56 for development reviews

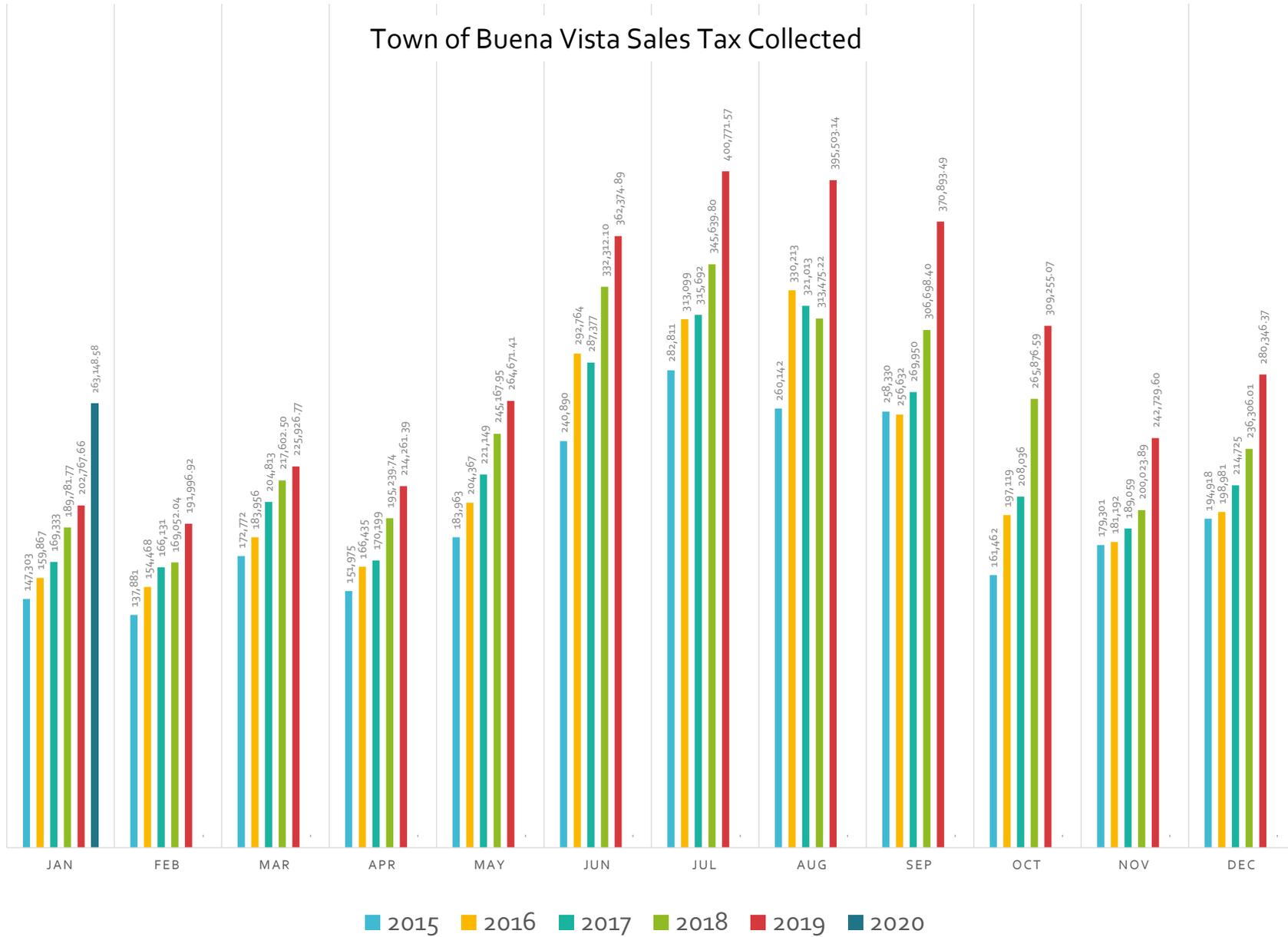
-Sangre de Cristo Electric Association for \$13,468.45 for February electric billing.

I will entertain questions at this time.

This concludes my report.

Michelle Stoke, CPA  
Treasurer/Finance Director

### Town of Buena Vista Sales Tax Collected





# Planning Department Monthly Report

February 2020

## Planning:

**Building Permits:** 5 New Residential Permits Issued  
0 New Residential ADU Permit Issued  
1 Residential Remodel/Addition  
0 New Commercial Permits Issued  
2 Commercial Remodel/Additions

**CO's Issued:** 3 Residential  
0 Commercial

**Planning Permits:** 1 Shed  
2 Fence  
1 Sign

**Other Reviews:** 1 Temporary Vendor  
1 Site Plan Review

## 2020 Year to Date (as of 3/9/20)

8 New Residential Dwelling Unit Building Permits Issued  
0 New Residential Accessory Dwelling Unit Building Permits Issued  
0 Attached Apartment Units within a Commercial Building Permits Issued  
0 Individual Duplex Dwelling Unit Building Permits Issued

## Other Items:

1. **Planning Commission:** Still seeking one alternate member
2. **Historic Preservation:** Postponed Architectural Design Guidelines public meeting
3. **Site Plans Submitted:** None in February
4. **Site Plans Pending:** O'Reilly Auto Parts Site Plan Renewal (**Administrative**)  
Valley Wide Health Clinic Site Plan (**Administrative**)
5. **Subdivisions Submitted:** None
6. **Subdivisions Pending:** Flowers Minor Subdivision – 4 lots from 1 parcel at 352 Waters Avenue  
Slycord Minor Subdivision – 3 lots from 1 lot at 420 Arizona Street  
Colorado Center No. 1 Amendment No. 1 (Fading West)
7. **Special Use Permits:** None
8. **Technical Manual:** Developing Specifications for Planning and Engineering Submittals
9. **Chaffee County IGA:** Planning for areas outside town limits in 3-mile area - Going to County
10. **Other items:** Alley and sewer improvements north of Arkansas east of Colorado (permits soon)  
The Summit (300 E. Main Street) Remodel/demolition/construction  
Sunset Vista #4 Phase 8 Public Improvements Agreement for 29 lots  
**Permit Technician – Hired Doug Tart, to start in April**

Submitted by: Mark N. Doering, Principal Planner



## TOWN OF BUENA VISTA

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

DATE: March 24, 2020

TO: Mayor and Board of Trustees

FROM: Phillip Puckett, Town Administrator

AGENDA ITEM: Appointment of Brian Green as Municipal Court Judge

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### Request

A request is being made to the Board of Trustees to appoint Brian Green as Municipal Court Judge for the Town of Buena Vista.

### Overview

The code section that addresses the reappointments/appointments is in Article III, Sec. 2-41, titled: Appointed Officers.

The Municipal Court Judge position was vacated on February 18, 2020. At the direction of the Board, staff formed a search committee to take applications, conduct interviews and bring a recommendation to the Board for appointment consideration.

The search committee consisted of:

- Judy Nyberg, Court Clerk
- Jimmy Tidwell, Police Chief
- Jana Schuman, Human Resources
- Grant Bryans, Code Enforcement
- Mark Jenkins, Town Trustee
- Phillip Puckett, Town Administrator

The position was advertised for four weeks during the month of February. Five applications were received by the advertised deadline. The search committee narrowed the applicants down to three finalists who were brought in for interviews in March. We were fortunate to have three outstanding finalists which made for a very rewarding process.

The committee unanimously selected Brian Green as the finalist to be recommended to the Board for appointment. Brian brings a wealth of knowledge and experience as a municipal and county court judge. He currently serves as the Park County Court Judge, Fairplay Municipal Court Judge and Alma Municipal Court Judge.

### Attachments

- 1) RESOLUTION NO. 21
- 2) Agreement for Municipal Judge Services
- 3) More information about Brian Green and his qualifications

**BOT Action**

Motion to **Approve** or **Deny** adoption of RESOLUTION NO. 21, Series 2020, entitled "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, REAPPOINTING BRIAN GREEN AS MUNICIPAL COURT JUDGE"?

**TOWN OF BUENA VISTA, COLORADO**

**RESOLUTION NO. 21**  
**(Series of 2020)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, APPOINTING JUDGE BRIAN GREEN AS MUNICIPAL COURT JUDGE**

**WHEREAS**, Section 2-41(a) of the Buena Vista Municipal Code (the "Code") authorizes and directs the Board of Trustees to appoint town officers by a majority vote of all members of the Board;

**WHEREAS**, Section 2-41(d) of the Code provides that appointment to fill a vacant position shall be for the unexpired term of office created by the vacancy;

**WHEREAS**, the office of Municipal Court Judge for the Town is currently vacant and pursuant to Section 2-41(d) of the Code the remainder of the current term expires upon the second regular meeting of the Board of Trustees after the next regular municipal election, and in no event longer than thirty (30) days after the swearing in of the next elected Board; and

**WHEREAS**, the Board of Trustees, therefore, desires to appoint Brian Green to the unexpired term of office and then at the first regular of the Board of Trustees following the April 7, 2020 election date consider reappointment of Brian Green to a full two-year term.

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

1. Brian Green shall be and is hereby appointed as the Municipal Court Judge and that, unless otherwise specified, Brian Green shall hold his respective office until the first regular meeting of the Board of Trustees after the next regular municipal election date of April 7, 2020, and in no event longer than thirty (30) days after the swearing in of the next elected Board, unless removed earlier in accordance with the ordinances of the Town of Buena Vista.

2. The Agreement for Municipal Judge Services, attached hereto as **Exhibit A** is hereby approved.

**RESOLVED, APPROVED, AND ADOPTED** this 24<sup>th</sup> day of March, 2020.

TOWN OF BUENA VISTA

(Seal)

By: \_\_\_\_\_  
Duff Lacy, Mayor

ATTEST:

\_\_\_\_\_  
Paula Barnett, Town Clerk

## **AGREEMENT FOR MUNICIPAL JUDGE SERVICES**

THIS AGREEMENT FOR MUNICIPAL JUDGE SERVICES ("Agreement") is made this 24th day of March 2020 (the "Effective Date") by and between Brian Green, an individual with an address of \_\_\_\_\_ ("Green"), and the Town of Buena Vista, Colorado, with an address of 210 East Main Street P.O. Box 2002, Buena Vista, Colorado 81211 (the "Town") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Board of Trustees has determined to appoint Green as the Presiding Municipal Judge of the Town of Buena Vista, Colorado pursuant to Sections 2-41 and 2-94 of the Buena Vista Municipal Code and C.R.S. § 13-10-105 and desires to set the salary and terms of employment of Green pursuant to the above-referenced provisions; and

WHEREAS, Green desires to accept the appointment as the Presiding Municipal Judge, and the salary contained herein.

NOW, THEREFORE, it is hereby agreed that, for the consideration hereinafter set forth, the Parties agree as follows:

### **I. TERM**

Effective March 24, 2020, Green is hereby appointed to serve as the Presiding Municipal Judge of the Town of Buena Vista until the first regular Board of Trustee meeting after April 7, 2020 (currently scheduled for April 14, 2020). At the April 14, 2020 Board of Trustee meeting or if not held, the next regular meeting of the Board Trustees thereafter, the Board of Trustees shall vote on appointing Green to serve a term lasting until the second regular meeting of the Board of Trustees after the next regular municipal election (currently scheduled for April 2022), but in no event longer than thirty (30) days after the swearing-in of newly elected trustees. Unless Green's services are terminated as allowed by law, this Agreement shall automatically renew for successive two-year periods upon reappointment by the Board of Trustees pursuant to the provisions of Town of Buena Vista Colorado pursuant to Sections 2-41 and 2-94 of the Buena Vista Municipal Code and C.R.S. § 13-10-105, as they may be amended from time-to-time. Upon a failure of the Board of Trustees to reappoint Green pursuant to applicable law, this Agreement shall terminate.

### **II. SCOPE OF SERVICES**

Green shall serve as the Presiding Municipal Court Judge for the Town and shall perform all judicial functions contemplated by the Buena Vista Municipal Code and Article 10 of Title 13 of the Colorado Revised Statutes. Green shall attend and preside over the Buena Vista Municipal Court and perform all such reasonable ancillary duties related thereto. During the year of 2020, the Buena Vista Municipal Court shall convene the third Wednesday of each month at 2:00 pm in the Pinon Room at the Community Center, located at 715 E Main Street, Buena Vista, Colorado 81211. During 2020 and in successive years, Green and the Town shall coordinate and mutually agree upon the annual court schedule. Green shall maintain, at his own expense, all licenses and credentials necessary under applicable law to carry out his duties as the Presiding Municipal Court Judge.



## PROPOSAL – TOWN OF BUENA VISTA MUNICIPAL COURT JUDGE

Attention:

Phillip Puckett, Town Administrator

### APPLICANT INFORMATION

**Brian Louis Green**

PO Box 477

Fairplay, CO 80440

719-836-4885 home

719-839-1121 cell

### CURRENT OCCUPATION

**Park County Court Judge, Fairplay Combined Courts. Since 2007.**

**Fairplay Municipal Court Judge. Since 2010.**

**Alma Municipal Court Judge. Since 2011.**

**Colorado Attorney Registration Number 35202, in good standing.**

### PRIOR RELEVANT EXPERIENCE

Deputy District Attorney, 11<sup>th</sup> Judicial District Attorney's Office

2004-2007

Case Law Summary and Citation Manager, Lexis Nexis Publishing

1999-2004

### QUALIFICATIONS

Experience includes over thirteen years as the Park County Court Judge, and over ten years as a Municipal Court Judge. Licensed Attorney with excellent communication and research skills.

## QUALIFICATIONS, continued

After being appointed to the bench in 2007, I have successfully participated in three retention elections, with unanimous retention referrals from the judicial performance commission. I participate in ongoing judicial training by attending annual conferences, reviewing legal references and legislative updates, and through daily interaction with other judges.

My current workload will perfectly accommodate the additional responsibilities associated with the Buena Vista Municipal Court Judge position: my county court position is part time (55%), so I work 3-4 days per week in that role. My municipal court positions for the towns of Fairplay and Alma require one day per month for court dockets. I am the master of my own schedule and can manipulate my current calendar to accommodate BV's court docket.

I have lived in Fairplay for 15 years, and plan on staying in the community for many years to come. I am dependable, courteous, fair, and professional, and I will be able to fulfill the responsibilities of the position without complication, drama, or delay.

My experience with state statutes, case law, county ordinances, and municipal codes is extensive. All individuals entering my courtroom are treated with dignity and respect. I remain calm under pressure, efficient under stress, and patient with individuals under duress.

Though I do not live in Buena Vista, I live nearby in Fairplay. I believe this to be advantageous: since I do not conduct legal work in BV, any mandatory conflict recusal issues will be minimal.

## REFERENCES

Tina Darrah, Fairplay Town Administrator

719-836-2622 ext. 102

PO Box 267

Fairplay, CO 80440

Nancy Comer, Alma Town Administrator

719-836-2712

PO Box 1050

Alma, CO 80420

Kathy Jones, Clerk of Court – Park County Combined Courts

719-836-2940

PO Box 190

Fairplay, CO 80440

Thank you for considering my application; I look forward to hearing from you. Brian Green

**RESOLUTION NO. 22**  
**Series 2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES, PROVIDED BY DIBBLE ENGINEERING FOR RUNWAY REHABILITATION**

**WHEREAS**, the Town has budgeted \$388,889.00 in 2020 to for its airport Runway Rehabilitation Project;

**WHEREAS**, the Town received \$350,000.00 in grant funding from CDOT for its airport Runway Rehabilitation Project;

**WHEREAS**, the Town requires professional engineering to perform design-build services for its airport Runway Rehabilitation Project;

**WHEREAS**, Dibble Engineering (“Consultant”) is currently The Town of Buena Vista’s Airport Engineering Consultant and has held itself out to the Town as having the requested expertise and experience to perform the required professional services; and

**WHEREAS**, the Town will pay Consultant a not to exceed amount of \$112,687.00 included within the total project budget for these services.

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

The AGREEMENT FOR PROFESSIONAL SERVICES for the Runway Rehabilitation Project between The Town of Buena Vista and Dibble Engineering Consultant is attached hereto as **Exhibit A** is hereby approved and the Mayor is authorized to execute such grant agreement for and on behalf of the Town of Buena Vista.

**RESOLVED, APPROVED AND ADOPTED** this 24<sup>h</sup> day of March, 2020.

**TOWN OF BUENA VISTA, COLORADO**

BY: \_\_\_\_\_  
Duff Lacy, Mayor

ATTEST:

\_\_\_\_\_  
Paula Barnett, Town Clerk

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the TOWN OF BUENA VISTA, 210 East Main Street, Buena Vista, Colorado 81211, a Colorado municipal corporation (the "Town"), and Dibble Engineering, an independent contractor with a principal place of business at 2696 S. Colorado Blvd., Ste. 330, Colorado 80222, ("Consultant") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. SCOPE OF SERVICES**

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. TERM AND TERMINATION**

A. This Agreement shall commence on the date first written above, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. COMPENSATION**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$112,687.00. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount

#### **IV. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under the Scope of Services.

#### **V. OWNERSHIP**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Consultant.

#### **VI. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

#### **VII. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$1,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

### **VIII. INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Consultant shall: notify the subcontractor and the Town within 3 days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. Affidavits. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

## X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Chaffee County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

TOWN OF BUENA VISTA, COLORADO

\_\_\_\_\_  
Duff Lacy, Mayor

ATTEST:

\_\_\_\_\_  
Paula Barnett, Town Clerk

CONSULTANT

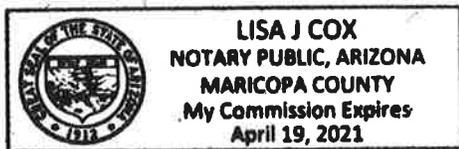
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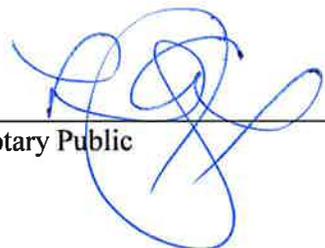
STATE OF Arizona )  
COLORADO ) ss.  
COUNTY OF Maricopa )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17<sup>th</sup> day of March, 2020 by Gregory P. Haggerty as CEO of Dibble Engineering

My commission expires:

(SEAL)



  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES**

Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties, as directed by the Town: see attached Scope of Work dated 3.16.20.

Consultant's Deliverables

In performance of the duties described above, Consultant shall deliver the following items to the Town, during the timeframes established by the Town: see attached Scope of Work dated 3.16.20.



**SCOPE OF WORK**  
**Central CO Regional Airport**  
**Runway 15-33 Rehabilitation**  
**CDOT Project No. TBD**  
**Town Project No. 07-850-4803**



## **Introduction**

Dibble Engineering (Dibble or the Engineer) has been requested by the Town of Buena Vista (Sponsor) to provide design, bid and construction phase services for the *Runway 15-33 Rehabilitation* project at the Central CO Regional Airport (AEJ or Airport).

The Dibble team performed a site visit in the past to determine the existing condition of Runway 15-33 pavement. The existing Runway 15-33 pavement is experiencing major cracks and minor raveling. The existing surface needs an asphaltic rejuvenation (seal coat). This project will include the repair of cracks within three size ranges, (0-1/2 inch, 1/2 – 1-1/2 inches, and greater than 1-1/2 inches). This project will also include an FAA P-608 Seal Coat that includes gilsonite. The crack seal and seal coat will cover Runway 15-33.

It is anticipated that this project will be funded by a CDOT Aeronautics grant in Fiscal Year 2020 and shall include Design, Bid, and Construction Phase Services.

This proposal is based on the following: receiving a CDOT Aeronautics grant by March 2020, under contract with the Town of Buena Vista by April 2020, an estimated 2-month design phase (May – June 2020); 1-month bid phase (July 2020); and construction occurring around August 2020. The construction timeframe can change as needed for favorable temperatures for the crack seal and seal coat material.

## **Design Phase Services (Lump Sum)**

### **1) General Project Management and Pre-Design Tasks:**

- a) **Project Management and Administration:** Dibble will provide and direct all project management and coordination of the design team and will provide coordination between design team members, the Sponsor, and other interested stakeholders as necessary. Administration tasks such as file coordination and miscellaneous project communications throughout the course of the design phase, and project printing and packaging at each submittal level will also be included under this task.

Monthly invoicing shall be submitted to the Sponsor in a format acceptable to the Sponsor.

- b) **CDOT Aeronautics Grant Application Coordination:** Dibble will assist the Sponsor with receiving, processing, and closure of the CDOT Grant. Dibble will also assist with the preparation and submittal of payment requests and drawdowns on the grant.

## 2) Design Start-Up and Data Collection:

- a) Existing Document Research and Coordination: Dibble will gather and review all available as-built or record drawings, utility maps, surveys, design plans, studies, reports and miscellaneous projects at the airport, relevant to this project. This item shall also consist of reviewing the existing data available for the current pavement and subsoil conditions. All of this information will be coordinated with the surveyors and geotechnical engineers (if needed) so that any specific data important to the design of this project can be identified and obtained during the field activities.
- b) Survey and Coordination and Review: Survey work shall be conducted in compliance with FAA AC 150-5300-16/17/18. Survey efforts shall include documentation of the survey methodology used for data collection and accuracies thereof, along with use of existing Airport Geodetic Control, Primary and Secondary Airport Control benchmarks, (PACS and SACS). The survey shall utilize a robotic total station, GPS, and differential leveling, collecting topographic features along the project areas, (NAD 83 and NAVD 88, US Survey Feet).

The survey effort will be coordinated with the Airport to minimize impact to airport operations.

All survey data shall meet or exceed the Level 1A horizontal and vertical minimum requirements for submittal to the OE/AAA website.

- c) Base Map Development and Coordination: Dibble will develop multiple basemaps (topographic, utility, and civil) from the topographic, pavement and utility infrastructure features collected from the topographic field survey, existing design files, field investigations (pictures and notes), quarter-section maps (if available), and record drawings. Also included in this item is the setup of all construction plan sheets including: survey, horizontal control, details, notes, demolition, pavement markings, etc.
- d) Project Kick-Off Meeting: Dibble will hold a Project Kick-Off meeting with the Sponsor and any airport stakeholder as determined by the Sponsor, and the key team members at the very beginning of the project. Discussion items may include: design team, control of correspondence, design standards, design schedule, project submittals/deliverables, and coordination of anticipated impacts to airport operations and/or tenants during design (i.e. additional survey, etc.).

## 3) 75% Project Development:

- a) 75% Design Plans: Dibble will develop 75% plans that provides the Sponsor with the full layout of the project for review and approval before providing full design for the budgeted amount. 75% plans shall include the following, (please note that additional sheets may be provided at later submittals):
- Cover Sheet
  - Design Legend, Abbreviations and Sheet Index
  - General Construction Notes and Quantities
  - Project Site Plan, Contractor Staging and Storage Area and contractor's haul route
  - Survey Control Sheet (establishment of survey control)
  - Construction Phasing and Barricade Plan (2 Sheets)
  - Crack Seal and Seal Coat Plans (4 Sheets)
  - Crack Seal and Seal Coat Details

- Pavement Marking Plans (4 Sheets)
- Pavement Marking Details (2 Sheets)

Estimated Total Sheet Count = 17 Total sheets

- b) Draft Engineer's Design Report: Dibble will prepare a draft engineer's design report in accordance with the latest FAA – Northwest Mountain Region suggested outline. The draft report shall provide design criteria and standards anticipated to be used in developing the construction documents (i.e. plans and technical specifications). The draft report shall document the upfront investigative results such as pavement condition. The report shall cover the following (at a minimum):
- Project Scope of Work
  - Photographs of the Project Site
  - List of anticipated and applicable Design Standard (FAA AC 150/5300-13)
  - Pavement Condition
  - Material Availability
  - Pavement Markings (FAA AC 150/5340)
  - Engineer's Cost Estimate (i.e. Total Project and Construction Cost)
  - Construction Safety and Phasing
  - Miscellaneous Work Items
  - Pre-Design Meeting Minutes
- c) 75% Quantities and Engineer's Opinion of Probable Construction Cost (OPCC): Dibble will prepare a 75% OPCC based on the preliminary construction plans on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d) 75% Review Meeting and Plans-In-Hand Site Visit: Dibble will hold a meeting shortly after the 75% Submittal with the Sponsor to discuss the preliminary submittal. We will discuss the plans, engineer's report, environmental status of the project, anticipated funding, and the remaining steps to finalize the project based on the approved scope of work and anticipated budget. It is anticipated that this meeting will be held at the Airport.

Shortly after the 75% Submittal and before proceeding with the remainder of the project, Dibble will perform a plans-in-hand site visit to visually compare the plans and survey data to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures (visible in the field), pavement markings, grades, project limits, drainage conditions, etc. Inconsistencies found during the field investigations (if any) will be corrected on the construction documents. This site visit will be held on the same day of a project review meeting as long as the meeting is held at the airport.

- e) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, the engineer will also perform additional Quality Control (QC) reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager. Each subconsultant will be responsible for their own QC, however, the Senior QC Manager will review all combined project documents for consistency amongst the design elements before each submittal as well.

- f) Draft Contract Documents and Technical Specification: Dibble will prepare the draft bid contract documents and technical specifications.

**4) 100% Final (Bid) Documents:**

- a) 100% Final Plans: Dibble will prepare final, sealed, 100% plans that will address all internal and external review comments by the Sponsor. The plans will be prepared for the bidding phase.
- b) Final Contract Documents and Technical Specification: Dibble will prepare the final bid contract documents and technical specifications including all internal and external review comments by the Sponsor. The contract documents and technical specifications will be prepared for the bidding phase.
- c) Final Quantities and Engineer's OPCC: Based on the final construction plans and technical specifications, the Engineer shall provide a final bidding schedule in the contract documents and an OPCC based on a unit price basis, reflecting recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d) Final Engineer's Design Report: The final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from all internal and external reviews, including the Sponsor.
- e) Construction Staging and Storage Area Site Plan Submittal to OE/AAA: Dibble will prepare a final exhibit that illustrates the Contractor's Staging and Storage Area, Haul Route, anticipated construction equipment heights, location of construction equipment, and survey data meeting the Level 1A survey criteria.

**Bid Phase Services (Lump Sum)**

**5) Bid Phase Services:**

- a) Project Management and Administration: Dibble will provide all project management and coordination of the design team and Sponsor during the bidding phase. Dibble will host, monitor, disseminate, and control the distribution of the bidding documents. Dibble will maintain and regularly update the Bidder/Planholder List.
- b) Pre-Bid Meeting and Site Visit: Dibble will attend the pre-bid meeting and assist the Airport in conducting the meeting. The Engineer, upon the direction of the Airport, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. The Engineer shall also assist the Airport in developing and submitting the pre-bid meeting minutes to all plan holders.

The Engineer will also assist the Airport with the airfield site visit for all interested parties.

- c) Bid Addendum: Pending contractors' reviews, comments, and questions, the Engineer will assist the Airport in developing, issuing any necessary addendums, and notifying all planholders/bidders. Addendums may include revision to construction documents (i.e. plans and technical specifications). It is anticipated that one (1) addendum will be issued for this project.
- d) Contractor Questions: The Engineer will coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed. All communication will be in compliance with the Town of Buena Vista regulations and requirements.
- e) Bid Opening Meeting: The Engineer will attend the bid opening meeting to assist the Airport and Sponsor in reviewing and organizing the bidding documents from each contractor.
- f) Bid Tabulation and Recommendation: The Engineer will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the Engineer's OPCC and other bids submitted. The Engineer will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder. Included with this effort will be the review and evaluation support of the other contract components.

The Engineer will further assist the Sponsor with review of the bidder's compliance with the other required contract documents included in the bidding documents.

## **Construction Phase Services**

### **6) Construction Phase Services (Time and Materials):**

- a) Construction Management and Administration: Dibble will provide as-needed project management, coordination, support, and administration necessary to monitor the Contractor's operations and deliverables. Dibble will provide the Sponsor and Contractor with hard copies and electronic files of the final construction documents, (i.e. plans and specifications with all addendum issued during the bidding phase).

Dibble will also help the Sponsor prepare and submit payment applications.

- b) Preconstruction Conference: Dibble will conduct the Preconstruction Conference and provide support and/or coordination of the construction documents as needed. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. The Preconstruction Conference will be held at the Airport.
- c) Preconstruction Conference Submittal Reviews and Coordination: Dibble will review project submittals required at the Preconstruction Conference as identified within the contract documents but shall include at a minimum:
- Contractor's CSPP Compliance Report
  - Overall and Weekly Construction Schedule
  - Material Submittal Schedule
  - Schedule of Values

- Contractor's Emergency Contact Information
- List of Proposed Construction Equipment
- Barricade Plan
- Traffic Control Plan

- d) Site Visits and Observations: The Project Manager will provide site visits (estimated at 1 day per week) for overall conformance of the construction project with the standards identified within the design, including compliance with safety and construction traffic control in accordance with the CSPP. This day will be coupled with the day that weekly construction meeting is held for efficiency.

The full-time inspector will provide full-time construction inspections and observations to daily observe, monitor, and track the progress of the work and conformance thereof with the contract documents.

- e) Weekly Construction and Safety Meetings: Dibble will prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. The Project Manager and Construction Inspector will attend these weekly meetings to stay current on the construction activities.
- f) Quantity Calculations: Dibble will continuously monitor and track the construction material quantities throughout the course of the construction phase and provide weekly review summaries to the Sponsor. The Construction Inspector will assist with the tracking of quantities during the full-time inspection services.
- g) Payment Application Coordination and Review: Dibble will regularly review and track project quantities in the field and on the Contractor's As-Builts. Coordinate these inspected quantities with the contractor and coordinate prior to the submittal of monthly payment applications. Assist the airport in the regular draw-down of the grant for payment on the construction services.
- h) Change Order Review and Coordination: Dibble will coordinate and review Contractor Change Order Requests (COR), including verification of project quantities as needed, (estimated at 2 COR's). A complete cost analysis will be prepared (as needed) for each change order that may occur.
- i) Material Shop Drawing Review and Coordination: Dibble will review and provide a response to construction material and general project submittals as requested, estimated at approximately 5 original submittals. It will also be estimated that the Contractor will need to resubmit approximately 2 of the original submittals for a total amount of 7 submittal reviews during the course of the project.
- j) RFI Review and Coordination: Dibble will coordinate, review and provide a response to construction and general project Requests for Information (RFI), (estimated at 2 RFI's).
- k) Substantial and Final Completion Walk Inspection: The Project Manager will conduct the Substantial Completion Walks required before the opening of each phase, (estimated at 2 inspections). The construction inspector shall also attend this meeting.
- l) Punchlist(s) and Coordination(s): Dibble will prepare, submit, and re-evaluate punchlists at each substantial completion and final walk, (estimated at approximately 2 punchlists or verifications).

- m) Final Construction Report and Coordination: Dibble will coordinate, prepare, and submit the Final Construction Report. The report shall include, at a minimum:
- Summary of Project
  - Summary of Change Orders
  - Summary of Testing Reports (QA and QC)
  - Project Fee Breakout
  - Record Drawings
  - Before and After Construction Photos
- n) Record Drawings: Dibble will develop and submit Final Record Drawings based on Contractor redlines and field changes issued during construction, including RFI's/ESI's.
- o) Final Payment Application: Dibble will coordinate the final inspected quantities with the contractor prior to the submittal of final payment applications. We will assist the airport in the draw-down of the grant for payment on the construction services.

## **Miscellaneous Scope of Work Items**

### **7) Project Deliverables (hard copies):**

- a) 75% Submittal: The 75% Submittal shall include 75% plans, Draft Engineer's Design Report, Draft CSPP, Draft Contract Documents and Technical Specification, and 75% quantities and OPCC.
- b) 100% Final (Bid) Submittal: the 100% Submittal shall include 100% Final plans, Final Engineer's Design Report, Final Contract Documents and Technical Specifications, Final CSPP, and 100% quantities and OPCC.

Each submittal will be posted on the Dibble Webshare database electronically (i.e. PDF documents) for the client's convenience.

At the completion of the project (i.e. after construction), the Sponsor will be given a thumb drive or CD containing all electronic final deliverables including the Record Drawings and Final Construction Report.

### **8) Miscellaneous and Assumptions:**

- a) Subconsultants:
1. Surveying – NorthStar
  2. Drone Photos and Videography – Michael Swearingen Investing, LLC.
- b) All plans are to be prepared in AutoCAD Civil 3D 2019.
- c) The design, bid and construction phases are to be state and locally funded.
- d) It is anticipated that this project will be designed with a single Base Bid Schedule.
- e) The following number of trips are anticipated by the Project Manager for the Design Phase to cover all the meetings identified in this scope:
1. Design Phase – 2 Trips:

- i. Site visit for measuring linear feet of each type of crack (two people)
  - ii. 75% Project Review Meeting and Site Visit
  
- f) The following number of trips are anticipated by the Project Manager for the Bid Phase to cover all the meetings identified in this scope:
  1. Bid Phase – 2 Trips
    - i. Pre-Bid Meeting
    - ii. Bid Opening and Review Meeting
  
- g) The following number of trips are anticipated by the Project Manager and Construction Inspector for the Construction Phase:
  1. Preconstruction Phase – 1 Trip
  2. Construction Coordination and Inspection Phase (around Aug 2020) – 2 roundtrips (i.e. approx. one per week, on site 5 days each trip)
  3. Post Construction Phase – 1 Trip
  4. Construction Inspector will be on site each day the contractor is working, (currently estimated at 10 working days over 14 Calendar Days to Substantial Completion).

**9) Exclusions To This Scope of Work:**

- a) Landscape, Irrigation, and Environmental Design Services.
- b) Structural Engineering, Mechanical, or Architectural Design Services.
- c) Environmental Evaluation or assessments including a federal CATEX, EIS, and EA.

RUNWAY 15-33 REHAB COST ESTIMATE					
LINE No.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
<b>CIVIL</b>					
1	Contractor's Quality Control	1	LS	\$5,000.00	\$5,000.00
2	Mobilization	1	LS	\$18,000.00	\$18,000.00
3	Crack Seal	18,700	LF	\$2.00	\$37,400.00
4	Seal Coat	69,200	SY	\$1.50	\$103,800.00
5	Pavement Markings	35,000	SF	\$3.00	\$105,000.00
6	Airfield Safety and Security	1	LS	\$5,000.00	\$5,000.00
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$274,200.00</b>
Design-Bid-Construction Services					\$112,687.00
<b>PROJECT TOTAL</b>					<b>\$386,887.00</b>



47  
ARKANSAS RIVER

285  
24

24

285

Airport Boundary

RUNWAY 15-33 (8,303' x 75')

A6

A5

A4

A3

A2

A1

TAXIWAY A

**LEGEND**

-  Runway 15-33 Rehabilitation
-  Additional area to be included as funding allows



**CENTRAL COLORADO REGIONAL AIRPORT (AEJ)  
RUNWAY 15-33 REHABILITATION  
PROJECT AREA**

  
0 500 1,000 Feet  
Date: 3/16/2020



**RESOLUTION NO. 23****(Series 2020)****A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A VEHICLE PURCHASE AGREEMENT WITH NORTHERN SONOMA COUNTY FIRE PROTECTION DISTRICT TO ACQUIRE A 2011 FERRARA ENGINE FOR THE BUENA VISTA FIRE DEPARTMENT.**

**WHEREAS**, The Town of Buena Vista (the Town) has identified the need to replace its 1974 Engine no. 9 with a lightly used truck with lower miles;

**WHEREAS**, the Town has conducted extensive research and a nationwide search for a replacement truck;

**WHEREAS**, the Town has identified a 2011 Ferrara Engine with approximately 20,600 miles from the Northern Sonoma County Fire Protection District located in Geyserville, CA; and

**WHEREAS**, the purchase price shall be two hundred thousand dollars (\$200,000.00) with a final inspection and purchase on or before a date to be mutually determined by the Town and Northern Sonoma County Fire Protection District.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO**, hereby approves the Vehicle Purchase Agreement attached as **Exhibit A**.

**RESOLVED, APPROVED AND ADOPTED** this 24<sup>th</sup> day of March, 2020.

TOWN OF BUENA VISTA, COLORADO

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Duff Lacy, Mayor

ATTEST:

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Paula Barnett, Town Clerk

## VEHICLE PURCHASE AGREEMENT

THIS VEHICLE PURCHASE AGREEMENT ("Agreement") is made this \_\_\_ day of March, 2020 by and between the Northern Sonoma County Fire Protection District, with an address of P.O. Box 217 20975 Geyserville Ave. Geyserville, CA 95441 ("Seller") and the Town of Buena Vista, Colorado, 210 East Main Street P.O. Box 2002, Buena Vista, Colorado 81211 (the "Purchaser") (each individually a "Party" and collectively the "Parties").

WHEREAS, Purchaser desires to purchase and Seller desires to sell a used fire vehicle with the following VIN: 1F9424229AH140829 and generally described in **Exhibit A** attached hereto (the "Vehicle") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Reservation of Purchase Right / Earnest Money. Within five (5) business days of the date first set forth above, Purchaser shall deliver to Seller payment of Fifty Thousand Dollars \$50,000.00 (and/or paid in full amount of \$200,000.00 ) to serve as a refundable security deposit (the "Earnest Money") on the Vehicle, which shall serve to reserve Purchaser's right to inspect and purchase the Vehicle on or before \_\_\_\_\_, 2020 (the "Purchase Date"). Provided the Earnest Money is timely delivered, Purchaser shall have the sole option to purchase the Vehicle and Seller shall not lien, encumber, or sell the Vehicle to any third party until the earlier of (a) Purchaser has notified Seller in writing that Seller will not purchase the Vehicle; or (b) Purchaser has failed to purchase the Vehicle by the Purchase Date.

2. Purchase Price. The purchase price shall be two hundred thousand dollars \$200,000.00.

3. Continued Vehicle Use. Seller may continue to use the vehicle in the ordinary course of its operations until Purchaser purchases the Vehicle and title is transferred to Purchaser.

4. Purchase. Purchaser, at its sole expense, shall have the right to inspect the vehicle and/or have the vehicle inspected by a third-party of Purchaser's choosing within a reasonable distance from Seller's location. The Parties shall mutually agree upon dates for such inspections and for closing on the purchase of the vehicle, which shall be on or before the Purchase Date. On the agreed upon closing date, Purchaser shall deliver to Seller payment of the full purchase price minus the Earnest Money amount. Seller shall deliver to Purchaser title to the Vehicle free and clear of all liens and encumbrances. Purchaser shall be responsible for transport of the Vehicle upon payment of the Purchase Price. Seller is conveying the vehicle on an As-Is basis.

5. Condition. Purchaser shall have the unconditional right to terminate this Agreement and not purchase the Vehicle until the purchase price has been paid and title conveyed to Purchaser. If Purchaser notifies Seller that Purchaser declines to purchase the Vehicle, Seller shall return the Earnest Money to Purchaser within five (5) business days.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

**TOWN OF BUENA VISTA**

\_\_\_\_\_  
Duff Lacy, Mayor

ATTEST:

\_\_\_\_\_  
Paula Barnett, Town Clerk

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**PE-12744**

2011 RESCUE-ENGINE, Cummins turbo diesel, Allison automatic, air brakes, 1,250 gpm Waterous, 500 gal tank, FoamPro 2001. Rollup Doors. Deck gun, 6" flexible hard suction, scene lights, emergency lighting, sirens. Air conditioning. 20,600 miles. **Asking \$250,000**

**Other Information relating to this Vehicle:**

**Discharges:** 1-2.5" each side, 1 left rear, 1-4" right, 1-1.5" front bumper

**Pre-Connects:** 2-1.5" speedlays w/ extra trays 2" plumbing

**Intakes:** 6" each side w/ electric MIV

*Vehicle Height: 9'7"*

*Vehicle Length: 29'8"*

*Gross Vehicle Weight: 42,000*



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

DATE: March 24, 2020  
TO: Mayor and Board of Trustees  
FROM: Michelle Stoke, Town Treasurer  
Phillip Puckett, Town Administrator  
ITEM: Water Billing Recommendation

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### **Request**

The Town Board of Trustees has requested Staff to bring back information regarding waiving water billing fees to assist those impacted by the response to the CoVid-19 emergency.

### **Overview**

Town bills for both water utility and a storm water fee which are on the same bill each month. Staff has explored options available to the Board of Trustees to provide relief to water customers impacted by the recent emergency declarations and guidelines put forth by various authorities.

### **Analysis**

The February billing produced \$70,311 in Water Fund revenue as well as \$5,871 in Storm Water Fund revenue.

There are several options available to the Board to provide relief to water customers.

- Across the board abatement for all water customers
- Selective abatement for customers by having them fill out an abatement request form and adjusting individual accounts based on those applications
- Contributing to the Chaffee County Foundation a sum that would be used to provide relief.

### **Recommendation**

Staff recommends the third option for the following reasons.

- Staff is overburdened by the myriad of issues requiring their attention during this time and processing a very large number of abatement requests and also performing the reversal on each of those accounts would increase the workload exponentially
- Chaffee County Foundation in partnership with Department of Human Resources (DHS) is equipped to handle abatement requests based on need.

- Would be a cleaner more concise avenue of relief if structured in such a way that the abatement request be accompanied by proof that the bill had been paid and then the Foundation refund fees to the water customer from the dollars contributed by Town for this purpose. This process would be focused on individuals and families experiencing hardship (rent, mortgage, utilities, food). It would also be looking to support non-profits which have capacity to serve these needs.
- Initial contribution from Buena Vista would be \$25,000 to match Salida and other sources to create a \$100,000 fund. Additional contributions could be considered later.
- The contribution to the Chaffee County Foundation would come out of the Water Fund



## TOWN OF BUENA VISTA

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

DATE: March 24, 2020

TO: Mayor and Board of Trustees

FROM: Paula Barnett, Town Clerk

AGENDA ITEM: Ordinance No. 04 Regarding the Conduct of Town Elections

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### Request

To amend Chapter 2, Article 1, of the Buena Vista Municipal Code to state that regular municipal elections held on the first Tuesday of April in even-numbered years shall be conducted as mail ballot elections, and to give the Town Clerk authorization to appoint election judges.

### Overview

In past municipal elections, the Board of Trustees have approved resolutions authorizing the election to be conducted as a mail ballot election versus a polling place election. The Board and Staff acknowledge that mail ballot elections increase voter turn-out and provide eligible electors a three-week time frame to receive, vote and return their ballots from the comforts of their home versus one 12-hour day.

The current code gives the authority to appoint election judges to the Board of Trustees. If an election judge(s) becomes ill and cannot serve, and there are not enough judges to complete the election process, a special meeting would have to be called to appoint additional judges. To avoid this possible situation, Staff is requesting that the authority and responsibility to appoint election judges be given to the Town Clerk.

### BOT Action

To adopt Ordinance No. 04, Series 2020 approving all regular municipal elections to be conducted as mail ballot elections, and authorizing the Town Clerk to appoint election judges.

**TOWN OF BUENA VISTA, COLORADO  
ORDINANCE NO. 04  
(SERIES OF 2020)**

**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO,  
AMENDING CHAPTER 2, ARTICLE 1, OF THE BUENA VISTA  
MUNICIPAL CODE REGARDING THE CONDUCT OF TOWN  
ELECTIONS**

**WHEREAS**, pursuant to Section 2-1 of the Buena Vista Municipal Code, Town elections shall be governed by the Colorado Municipal Election Code, Title 31, Article 10, of the Colorado Revised Statutes;

**WHEREAS**, in accordance with C.R.S. § 31-1-101(10), the Town's next regular election will take place on Tuesday, April 5, 2022;

**WHEREAS**, pursuant to C.R.S. § 31-10-908, the Board of Trustees of the Town of Buena Vista is authorized to determine when Town elections shall be conducted by mail ballot;

**WHEREAS**, pursuant to C.R.S. § 31-10-401 for each election, the Board of Trustees may delegate the authority and responsibility to appoint election judges to the Town Clerk; and

**WHEREAS**, given this authority, and for efficiency in conducting future elections, the Board of Trustees wishes to establish an ongoing designation that regular Town elections shall be conducted by mail ballot and an ongoing delegation of authority for the Town Clerk to appoint election judges.

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

Section 1. Chapter 2, Article 1, of the Buena Vista Municipal Code is amended by the addition of Sections 2-5 and 2-6 to read as follows:

**Sec. 2-5. – Mail ballot elections.**

The Town's regular municipal election, held on the first Tuesday of April in each even-numbered year, shall be conducted as a mail ballot election unless the Board of Trustees determines otherwise by resolution adopted at least sixty (60) days prior to a regular municipal election.

**Sec. 2-6. – Appointment of election judges.**

For every regular municipal election and without additional action or authorization by the Board of Trustees, the Town Clerk has the authority and responsibility to appoint election judges.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED** this 24th day of March, 2020.

**THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.**

TOWN OF BUENA VISTA, COLORADO

By: \_\_\_\_\_  
Duff Lacy, Mayor

ATTEST:

\_\_\_\_\_  
Paula Barnett, Town Clerk



**AGENDA  
FOR THE BOARD OF TRUSTEES  
OF THE TOWN OF BUENA VISTA, COLORADO  
April 14, 2020**

**Work Session at 6:00 PM –**

**Virtual Regular Meeting at 7:00 PM  
(Meeting will not be held at the Buena Vista Community Center)**

**To participate in Public Comment and/or Public Hearings you must connect via Zoom  
Conferencing Access Information:**

**Listen via phone at 1-301-715-8592    Meeting ID:**

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

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. AGENDA ADOPTION**

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

**V. CONSENT AGENDA**

*Approval of matters that are routine in nature that require review and/or approval, i.e. minutes and reports.  
(Professional Service Agreements (PSA) that exceed \$25,000.00 require the Consent Agenda to be  
approved by a Roll Call vote)*

**A. Minutes**

1. BoT Regular Meeting – March 24, 2020
- 2.
- 3.
- 4.

**B. Police Chief Report**

**C. Fire Chief Report**

**VI. SPECIAL PRESENTATION – Plaques for outgoing Trustee**

**VII. APPOINTMENT – Swearing in of Trustees**

**VIII. STAFF REPORTS**

1. Town Administrator
2. Town Treasurer
3. Airport Manager
4. Public Works Director
5. Recreation Director

**This Agenda may be Amended**

Posted at Buena Vista Town Hall, Post Office and [www.buenavistaco.gov](http://www.buenavistaco.gov), on Friday, April 10, 2020

**IX. BUSINESS ITEM**

**A. Public Hearing –**

- B.** Should the Board of Trustees approve adoption of Resolution No. #, Series 2020, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEE OF THE TOWN OF BUENA VISTA, COLORADO REAPPOINTING PHILLIP PUCKETT AS TOWN ADMINISTRATOR.”?**
- C.** Should the Board of Trustees approve adoption of Resolution No. #, Series 2020, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, REAPPOINTING HOFFMANN, PARKER, WILSON AND CARBERRY, P.C. AS TOWN ATTORNEY.”?**
- D.** Should the Board of Trustees approve adoption of Resolution No. #, Series 2020, entitled **“ A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, REAPPOINTING PAULA BARNETT AS TOWN CLERK.”?**
- E.** Should the Board of Trustees approve adoption of Resolution No. #, Series 2020, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, REAPPOINTING MICHELLE STOKE AS TOWN TREASURER.”?**

**F. Selection and appointment of Mayor Pro Tem**

- G.** Should the Board of Trustees approve adoption of Ordinance No. X, Series 2020. entitled, **AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE BUENA VISTA MUNICIPAL CODE CONCERNING Code update for School and Park Fees and Fee Schedule....**  
Mark – Public Notice

- H.** Adoption of Resolution No. XX, entitled **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA STREET PROJECTS – 2018 Water System Improvement Project**  
*Will need a resolution and 30 day Public Notice –*

- I.** Should the Board of Trustees approve adoption of Resolution No. XX, Series 2020, entitled **“A RESOLUTION OF THE TOWN OF BUENA VISTA, COLORADO APPROVING water project -Shawn**

**J. Annexation – Sangre de Cristo Electric Association**

**K.**

**L.**

**M.**

**This Agenda may be Amended**

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**X. PUBLIC COMMENT**

*Citizen participation where the public can sign up prior to the start of the meeting by entering your name, address, and subject to be discussed in the Zoom Chat box, or by emailing the information to [bvclerk@buenavistaco.gov](mailto:bvclerk@buenavistaco.gov). Neither Town Board nor Town staff should be expected to respond to matters raised in the Public Comment segment of Board meetings. Nevertheless, Board members will always retain the right to ask questions of the speaker and to respond then or at a later time to remarks made by any citizen.*

**XI. TRUSTEE/STAFF INTERACTION**

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

**XII. EXECUTIVE SESSION****XIII. ADJOURNMENT**

DRAFT

**This Agenda may be Amended**

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