

**REGULAR MEETING AGENDA
FOR THE BOARD OF TRUSTEES
OF THE TOWN OF BUENA VISTA, COLORADO**
June 28, 2016

**Work Session With Colorado Department of Liquor Enforcement Regarding
Entertainment District Rules & Regulations**

Regular Meeting at 7:00 PM

Buena Vista Community Center – Piñon Room
715 East Main Street, Buena Vista, CO

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PROCLAMATION – JULY 2016 GENERAL AVIATION APPRECIATION MONTH
- V. AGENDA ADOPTION
- VI. CONSENT AGENDA
 - A. Minutes
 - 1. Regular Meeting – June 14, 2016
 - 2. Planning and Zoning – June 1, 2016
- VII. POLICY DISCUSSION – Policy Discussion Process Analysis
- VIII. PUBLIC COMMENT
- IX. RESPONSE TO PUBLIC COMMENT
- X. BUSINESS ITEMS
 - A. Should the Board of Trustees approve adoption of Resolution #61 entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO SUPPORTING THE EFFORTS OF SALIDA RESIDENT AND AUTHOR WAYNE IVERSON TO RENAME CHIPETA MOUNTAIN.**”?
The Board of Trustees will consider a request for support in moving the name of Chipeta Mountain in Southern Chaffee County.
 - B. **PUBLIC HEARING** – Should the Board of Trustees approve adoption of Resolution #62 entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO APPROVING A MINOR DEVELOPMENT FOR PROPERTY LOCATED AT 226 S SAN JUAN AVENUE.**”?
The Board of Trustees will consider a request to create two legal residential lots from three existing parcels.
 - C. Should the Board of Trustees approve adoption of Ordinance #7 “**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO AMENDING CERTAIN SECTIONS OF CHAPTERS 16 AND 18 OF THE BUENA VISTA MUNICIPAL CODE REGARDING THE OCCUPANCY, PARKING AND STORAGE OF RECREATIONAL VEHICLES; CAMPING ON PRIVATE PROPERTY AND STORAGE OF TRAILERS.**”?
The Board of Trustees will consider emendation of the Code regarding RVs, camping, and trailers.
 - D. Should the Board of Trustees approve adoption of Ordinance #9 “**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, REPEALING ARTICLES I, II, III, IV, V, VI, AND VII OF CHAPTER 7 AND REINSTATING ARTICLES I, II, III AND IV OF CHAPTER 7 OF THE BUENA VISTA MUNICIPAL CODE REGARDING NUISANCES AND NUISANCE ABATEMENT.**”?

This Agenda may be Amended

Posted at Buena Vista Town Hall, www.buenavistaco.gov, Post Office, and Public Library on
Friday, June 24, 2016

The Board of Trustees will consider emendation of the Code regarding nuisances.

- E. Should the Board of Trustees approve adoption of Resolution #63 "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE TOWN OF BUENA VISTA FEE SCHEDULE.**"?

The Board of Trustees will consider amendments to the fee schedule for the inclusion of false alarm fees for the Fire Department, entertainment district application fees, the water fill station for bulk water sales, and tap fees for accessory dwelling units.

- F. Should the Board of Trustees approve adoption of Resolution #64 "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE TOWN OF BUENA VISTA EMPLOYEE HANDBOOK.**"?

The Board of Trustees will consider amendments to the employee handbook.

- G. Town Treasurer Sales Tax Presentation.

The Board of Trustees will see a presentation on compliance of sales tax collections on fuel at the Central Colorado Regional Airport and the appropriation of funds for payment of back taxes to become compliant with collections required by the State of Colorado.

- H. Godonis Ground Lease.

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

XI. STAFF REPORTS

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

XII. TRUSTEE – STAFF INTERACTION

XIII. ADJOURNMENT

This Agenda may be Amended

Posted at Buena Vista Town Hall, www.buenavistaco.gov, Post Office, and Public Library on
Friday, June 24, 2016

PROCLAMATION

WHEREAS, general aviation and community airports play an important role in the lives of Coloradans, as well as in the operations of our farms and businesses; and

WHEREAS, Colorado has a significant interest in the continued vitality of general aviation, aerospace, aircraft manufacturing, educational institutions, aviation organizations, community airports, and airport operators; and

WHEREAS, our state is home to 74 public use airports that serve 17,668 pilots and 7,066 general aviation aircraft; and

WHEREAS, Colorado's general aviation and commercial service airports contribute \$2.4 billion to our state's economy each year; and

WHEREAS, general aviation plays an important role in our response to emergencies and natural disasters throughout the state; and

WHEREAS, Colorado aviation activity sustains 265,700 jobs and a payroll of nearly \$12.6 billion, a significant amount of which is contributed by our 60 general aviation-only airports; and

WHEREAS, our state is home to 40 charter flight companies, 71 repair stations, 3,701 flight instructors, 3,178 student pilots, and 9 FAA Part 141 flight training schools, in addition to 70 fixed-based operators and 447 heliports; and

WHEREAS, Colorado depends on general aviation and community airports for the continued flow of commerce, tourists, and visitors to our communities; and

WHEREAS, organizations including the Colorado Aeronautical Board, Colorado Division of Aeronautics, Colorado Aviation Business Association, National Association of State Aviation Officials, Colorado Airport Operators Association, Colorado Pilots Association, Colorado Aerial Applicators Association, National Air Transport Association, National Business Aviation Association, and the Aircraft Owners and Pilots Association recognize, promote, and develop the interests and importance of general aviation in our state, our nation, and the wider world;

THEREFORE, I, Joel Benson, Mayor of the Town of Buena Vista, do hereby proclaim general aviation a vital strategic resource to the Town of Buena Vista and declare July 2016 to be

GENERAL AVIATION APPRECIATION MONTH

in the Town of Buena Vista, Colorado.

Given under my hand and the seal of the Town of Buena Vista on this 28th day of June, 2016.

-SEAL-

Joel Benson, Mayor



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

June 14, 2016

WORK SESSION Fire Department Tour 6:00 PM

Present for the work session: Mayor Joel Benson, Town Trustees Phillip Puckett, Lawanna Best, Mark Jenkins, Duff Lacy, Eric Gibb and David Volpe. Also present were Town Administrator Brandy Reitter, Town Clerk Janell Sciacca, Fire Chief Dixon Villers, Assistant Fire Chief Phillip Rodriguez, Captain Robert Pakenham & Lieutenant Brian Sandefur.

Fire Chief Villers provided an introduction including history of the building. He noted that Chaffee County Search & Rescue shares one of the bays. Firefighters showed the Trustees new and old gear along with a specialized washing machine used for cleaning them. Both the new gear and washing machine were obtained with grant awards and the Department is currently seeking another grant for additional gear. Villers also reviewed the different Fire Engines along with incident calls (162 in 2013; 226 in 2014; 355 in 2015 and 144 to date in 2016). He next highlighted the training achievements and certifications since 2011 pointing out each certification helps the Department receive grants. The Fire Department has also trained 99% of Town Staff on CPR and First Aid and has ensured Staff is also properly NIMS (National Incident Management System) trained. Villers proudly stated that the Town's ISO rating dropped from 5 to 4/4z. He then stated the Department is up to 15 volunteers who have been helping with building renovations to the training area and construction of an Incident Command area for County EMS Manager Phil Graham. The Trustees briefly toured the office area before the Work Session ended at 6:47 PM.

CALL TO ORDER :00

A Regular meeting of the Board of Trustees was called to order at 6:59 PM on Tuesday, June 14, 2016, at the Buena Vista Community Center, Pinon Room, 715 E. Main Street, Buena Vista, Colorado by Mayor Benson. Present were Mayor Benson, Trustees Eric Gibb, Duff Lacy, Mark Jenkins, Phillip Puckett and David Volpe. Town Staff present were Town Administrator Brandy Reitter, Town Attorney Jeff Parker, Principal Planner Mark Doering, Treasurer Michelle Stoke, Public Works Director Greg Maggard, IT Director Larry Deffenbaugh, Police Chief Jimmy Tidwell, Fire Chief Dixon Villers, Assistant to the Town Administrator Emily Katsimpalis and Town Clerk Janell Sciacca.

ROLL CALL :08

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

PLEDGE OF ALLEGIANCE :30

Mayor Benson led the Pledge of Allegiance.

AGENDA ADOPTION :57

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

CONSENT AGENDA 01:18

A. Minutes

1. Regular Meeting – May 24, 2016
2. Planning & Zoning – May 18, 2016
3. Tree – May 5, 2016
4. Trails – May 3, 2016
5. Recreation – May 11, 2016

B. Police Chief Report

C. Fire Chief Report

Motion #2 by Trustee Puckett and seconded by Trustee Jenkins to approve the Consent Agenda as presented. **Motion carried, 5-0.**

Trustee Best arrived and took her seat at the dais.

POLICY DISCUSSION – Parking/Use of Right of Ways – RVs and Trailers 01:45

Mayor Benson introduced. Doering reviewed a PowerPoint presentation providing an overview of the code amendment requests including why the amendments are necessary. He reviewed the proposed changes as they relate to the Comprehensive Plan and the mission of Buena Vista Town Government. He also reviewed slide images of different issues throughout Town which complaints had been received on and also for items the Staff would like to see. Doering noted the next issue the Trustees might have to deal with relates to storage/shipping containers. Mayor Benson thanked Doering for the presentation and tying it all back to the Collective Vision. He felt the slideshow was very helpful to relate why some of the specific code sections are necessary. Lacy agreed and thanked the Staff for the great presentation. Volpe stated that in the beginning he was concerned with all the rules, regulations and constraints, but his understanding is this is an enforceability issues which requires the definition of nuisances. Doering agreed and stated there was some discussion about triggers, but that doesn't do much good if a specific amount of complaints are required. The goal of Staff is that the community knows exactly what the codes are and there is a clear understanding of what is and what is not appropriate so Code Enforcement can enforce the regulations. Jenkins asked if Salida has similar restrictions for RVs and parking on the street. Doering did not know what Salida's specific regulations were but stated a lot of communities do have similar regulations to the ones being proposed by Staff. Puckett appreciated the direction on how to prevent RVs as a nuisance but still have the use in Town. Benson commented that the Town code does specify front yard setbacks, numbers of outbuildings and size limits and those are other tools that are enforceable related to shipping containers. He felt that there are some codes that are already on the books and enforceable without having to create new tools.

PUBLIC COMMENT 27:15

Victor Adan, 910 West Main Street, inquired if the proposed code amendments being considered would apply to shipping containers. Mayor Benson clarified those were not being addressed and Adan stated he would defer his comments until the matter does come before the Trustees.

RESPONSE TO PUBLIC COMMENT 29:50

There was no response to Public Comment.

BUSINESS ITEMS

Town Facility Security Presentation. 29:58

Reitter introduced stating the presentation is in regards to improving security at the Town's facilities. She introduced Sgt. Sam Livingston who stated that video security provides many benefits and there are many systems available. Livingston introduced Chris Carlson from Avigilon and Kurt Potts from KUBL. Carlson, regional sales manager for Colorado and Wyoming, stated Avigilon manufactures a complete line of cameras, software and control systems. He reviewed the many program functions, features and options and the current cities and counties in Colorado that are using their system. Livingston distributed a cost estimate for installation of security camera at Town Facilities to the Trustees. Mayor Benson thanked Carlson and Potts for their time and presentation and he thanked Sgt. Livingston for putting everything together.

Should the Board of Trustees approve adoption of Ordinance #7 "**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO AMENDING CERTAIN SECTIONS OF CHAPTERS 16 AND 18 OF THE BUENA VISTA MUNICIPAL CODE REGARDING THE OCCUPANCY, PARKING AND STORAGE OF RECREATIONAL VEHICLES; CAMPING ON PRIVATE PROPERTY AND STORAGE OF TRAILERS.**"?

Should the Board of Trustees approve adoption of Ordinance #9 "**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, REPEALING ARTICLES I, II, III, IV, V, VI, AND VII OF CHAPTER 7 AND REINSTATING ARTICLES I, II, III AND IV OF CHAPTER 7 OF THE BUENA VISTA MUNICIPAL CODE REGARDING NUISANCES AND NUISANCE ABATEMENT.**"? 58:14

Mayor Benson introduced reminding this was the topic of the policy discussion earlier. Doering reviewed a PowerPoint presentation providing an overview of the proposed changes relative to Nuisances, RVs, Camping and Trailers. He stated Staff was proposing to add definitions for RVs and Trailers, amend definitions of Mobile Homes and Occupied RVs, allow for camping by permit 3 times a year up to 14 days, allow RV storage, allow for tent camping on private property for up to 7 days, not allow for trailers to be stored on streets or railroad areas more than 7 days and allow for storage on private property. The proposed changes will also cover nuisances and abatement for containers, stagnant water, construction materials, snow and ice, abandoned and hazardous bicycles, odors, blighted property, firewood storage, waste disposal, weed, animals and noise. The changes also propose for a Temporary Dwelling Permit for RVs similar to one in use by the City of Ouray. Staff recommended approval of Ordinances #7 and #9.

Lacy questioned why 2 trailers and 1 RV could not be any combination of 3 units. Jenkins felt the size of the lot was also important. Lacy also felt allowing tent camping was a non-issue and maybe it should be at least be 14 days. He also felt 21 days was a good timeframe for RVs. Jenkins liked 14 days. Best agreed it should stay at 14 days. Benson questioned the references to residential and commercial. Doering replied the intent was not to have someone pull up in an RV and dwell in the parking lot for 14 days. Benson also questioned the allowance of RVs during special events. Doering replied permits would not be necessary during events such as Paddlefest. Benson then asked if that meant more than one RV would be allowed on a residential property during those times. Doering replied yes, if the Trustees want to allow for that. Benson inquired about special event camping. Reitter stated that camping is allowed under the special event process. Benson felt the code needed changed to reflect that permits were not needed for special events and more than one RV was allowed per residential property. The Board agreed the particular events/dates would have to be designated ahead of time. Parker stated that could be done by resolution or declaration which allowed for more flexibility. Benson also questioned where buses, semi-trailers and campers on a truck bed fit into the code. Parker clarified anything that can be used for habitation is classified as a RV. Gibb asked about long-haul truckers that park their trailers in Town. After brief discussion and input from Chief Tidwell who stated he had not seen any issue, Gibb rescinded his concern. Benson inquired about the use of the same RV for separate permits. The Board generally agreed this could be delineated through the permit process.

Motion #3 by Trustee Gibb and seconded by Trustee Puckett to table Ordinance #7 to June 28, 2016. **Motion carried, 6-0.**

Mayor Benson addressed Ordinance 9 stating he felt the number of bee hives should be increased to 4 after speaking with the local bee keeper. Lacy agreed. Benson asked to make sure there were zoning regulations that go with the reference related to fowl. He also stated the fencing regulations might contradict existing zoning regulations. He requested deletion of the 3rd sentence related to non-laying hens. He also wanted to know if the Town Administrator having the final say on an appeal is consistent with other similar processes. Lacy inquired about the definition of large animal and disagreed with the disallowance of swine, specifically miniature pet pigs.

Motion #4 by Trustee Puckett and seconded by Trustee Lacy to table Ordinance #9 to June 28, 2016. **Motion carried, 6-0.**

The Board of Trustees took a 5 minute break at 8:38PM and returned to regular session at 8:44 PM.

PUBLIC HEARING – Should the Board of Trustees approve adoption of Resolution #56 entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A SPECIAL USE PERMIT TO ALLOW FOR MINOR VEHICLE REPAIR FOR WINDSHIELD AND TIRE REPLACEMENT IN AT 102 BROOKDALE AVENUE, BUENA VISTA, COLORADO.”? 01:45:45

Trustee Lacy recused himself and left the dais. Mayor Benson introduced and reviewed the process for the Public Hearing. He stated that the process will include a briefing from Staff, public comment, comments from the applicant and then deliberation. He stated it was important to note there was a similar application before the Board earlier in the year, but this is a new Special Use Permit application and it does relate to the same property in the previous application. The Trustees will be taking action according

to the information presented this evening. The Board will not be looking at past history. Parker clarified that this is a Public Hearing and there is a public comment portion and any information the Board receives during the Public Hearing is what the Board considers. Doering reviewed a PowerPoint presentation providing an overview of the subject request and an analysis of the Special Use Permit criteria. He noted that there were improvements proposed for the building with this request and the packet included several letters of support that were received. Doering also played a video demonstration submitted by the applicant of the sound of an air impact wrench at the door of the building and again at 60 feet outside the building with both showing the sound created by the wrench was below the 60db allowed by code. Doering stated that both the Staff and Planning & Zoning recommended approval with conditions.

Mayor Benson opened the Public Hearing.

Brent Mitchell, 115 N. Highway 24, addressed the compatibility with the neighborhood from his perspective as a real estate agent and did not feel the use would negatively impact the surrounding property values.

Dennis Giese, 30699 CR 361, felt the Planning Commission and Staff did an excellent job. He also addressed analysis item 8, indicating the criteria was subjective. He stated two (2) small businesses depend on the Board's decision tonight and requested they support and approve the SUP.

Ron Haug, 36505 Highway 24 North, was the original tenant and 2nd of 5 owners. He stated no other tenants had a problem using the building for the same use proposed in this application. The applicant has agreed to all the conditions and then some. The applicant has letters of support from surrounding businesses and other than the one neighbor he has not found anyone opposed to the tire store going back into the building and he has spoken to that one neighbor numerous times and he believes a lot of the issues were ironed out by Wartman's trying to be a good neighbor. Haug asked the Trustees to allow Wartman to get back to work and clean and fix up the property and put a few more people back to work to provide a needed service for the community as a clean and productive business.

Daniel Wartman, 29831 CR 353, current manager of 3D Auto thanked the Board for allowing the application to come back. He stated BV is a great place to live and he is trying to raise his family here. He asked the Trustees to keep in mind the full impact involved and the weight and power their decisions have stating if this doesn't happen they will unfortunately have to look at going elsewhere.

Cindie Swisher, 100 Baylor, agreed with both the points made by Haug and Giese and she supports the application.

Sheryl Dusenbery, 180 Susan Drive, recalled the previous Board meeting's discussion that the use was not compatible. She stated she has been to many communities over the last few months and found that most have a tire shop next to a bank. She did not see any issues with compatibility.

Marv Cordova (unconfirmed name), 16235 CR 352, was present to support the Wartmans stating they have done a great job all the years they have been in BV and he agreed with the comments already made.

Gary Gomes, 527 N. Highway 24, runs a similar business across the street and has been in business since 1977. Wartman has been a successful businessman and spent half his professional life in Town serving the public. He has a good track record for making the business succeed. Gomes questioned what else would go in the building. He also commented that the Post Office generates a great deal of traffic and noise and felt the business would be a success. He asked the Trustees approve the SUP as an improvement to the community.

Billy Cordova, 16177 CR 350, worked in the building when it was previously an alignment/tire shop and agreed with what everyone else had said tonight.

Mayor Benson closed the floor to public comment and invited the applicant to speak. Applicant Steve Wartman, 29798 CR 353, thanked all the people supporting him. He did not feel his business would exceed the noise code. Wartman reviewed the history stating that in 2010 the Town Planner provided him a letter stating she believed he conformed with code. There were some complaints after he moved into the building in June that came to the Town Board and at a hearing the Trustees decided the use should not have been allowed and they added the special use to make both his business and All-Around Tire and Wheel compliant. In 2012 the new owner offered him the opportunity to move across the street to the current location. Last fall the owner of the Brookdale building asked him if he wanted to buy that building. He bought it thinking he was there in 2010 with the letter from the Town. While working on the building Doering contacted him stating he needed a special use permit. They discussed the criteria and Doering said you meet the criteria and so did the Planning & Zoning Commission and then the Trustees denied the permit. The building was built specifically for a Tire and Automotive store in 1986 and operated for 25 years as that use. It was there before Linke's house and the Post Office. Wartman also stated he was never asked any questions last time nor was he given an opportunity to address any of the issues raised, so he asked that the Trustees please ask questions of him at this time if they have any.

Mayor Benson thanked Wartman. He reminded that the Trustees were only looking at the Public Hearing this evening and no matter the emotional ties, they are bound by law to do due diligence in determining if the criteria is met. Gibb stated that he voted against the permit last time and his concerns were never about Mr. Wartman's integrity, his community mindedness or his business practices. His resistance was about 8 – compatibility with the neighborhood. He was impressed by the letters in packet that were not submitted previously. He was also impressed by the maturity and patience the applicant has shown with the process. Gibb then stated he would be rescinding his resistance, but pointed out that just because a particular use or business has been there before that it does not always mean it is best for the future of the Town as it grows and changes. Puckett echoed a lot of what Gibb said. He thanked the applicant for coming back through the process and stated the video helped with the noise concern. Puckett felt the Planning & Zoning Commission did a good job asking questions that he would have asked. Puckett felt the application does meet the criteria, but he did question condition 6 and questioned if it was required for fitting into the neighborhood. Wartman replied that he was ok with the condition and would do it either way since he believed the building was an ugly color. Jenkins inquired about a lot of vehicles or overnight parking. Wartman replied buses would be moved around to the rear and they would not be left to block the bay doors. Cars left in the parking area would be customers dropping them off for service and picking them up later that day or the next.

Benson closed the Public Hearing. Jenkins echoed both Gibb and Puckett's comments. He personally had a lot of sleepless nights thinking about this matter and thanked the applicant for the additional information and effort.

Motion #5 by Trustee Puckett and seconded by Trustee Gibb to approve Resolution #56 as presented with the 7 conditions. **Motion carried, 5-0.**

Trustee Lacy returned to the dais.

PUBLIC HEARING – Consideration of Application for Change of Location for Retail Liquor Store License for the Little Daisy Company dba Little Daisy Company, 302 US Highway 24 North, Buena Vista, CO. **2:47:05**

Sciacca briefly reviewed State law regarding applications for change of location and then presented the Staff Report providing an overview of the request. She noted the applicant re-submitted the previously withdrawn application on April 27, 2016 and that the subject property was posted on May 19, 2016 with a Public Hearing Notice appearing in the Chaffee County Times on May 26, 2016. Sciacca advised the Board that State law allows the applicant 60 days to change location from the date of approval, but Liquor Code Rule 47-312 C. permits the local licensing authority to grant up to 1 year to change location for good cause shown.

Mayor Benson opened the Public Hearing.

Marilee Doherty 27665 CR 313 # endorsed the application stating it is a popular store and Highway 24 construction will limit the business parking.

Ron Haug, 36505 Highway 24 North, believed the new location will be safer for traffic. He also stated the Little Daisy is a good business and that the Trustees should approve the application.

Mayor Benson closed the floor to public comment and invited the applicant to speak. Seldon Turnbull, 227 US Highway 24 N, stated the only reason he is seeking a change of location is that the Colorado Department of Transportation will be taking all parking spaces in front of his current store location in the upcoming construction project.

Mayor Benson closed the Public Hearing.

Motion #6 by Trustee Lacy and seconded by Trustee Best to approve the application for Change of Location for Retail Liquor Store License for the Little Daisy as presented with 1 year to change location. **Motion carried, 6-0.**

PUBLIC HEARING - Should the Board of Trustees approve adoption of Resolution #57 "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A MINOR DEVELOPMENT FOR THE PROPERTY LOCATED AT 116 N COURT STREET, BUENA VISTA, COLORADO.**"? **02:57:14**

Doering reviewed a PowerPoint presentation providing an overview and a complete project analysis of the request. Doering stated that both Staff and the Planning & Zoning Commission recommend approval with one (1) condition.

Mayor Benson opened the Public Hearing.

Linda Swanson, 207 North Colorado, stated she heard there would be a high rise hotel built on this property and the presentation answered her question.

Mayor Benson closed the floor to public comment and invited the applicant to speak. John Grove, 116 N Court Street, stated his purpose for seeking the minor development was to facilitate selling the property. He believed the highest and best use was facing the Courthouse and stated the alley will be 20 feet to better accommodate right turns and garages to help solve some of the parking issues.

Mayor Benson closed the Public Hearing. Lacy inquired about existing driveways. Doering replied there are gravel parking areas adjacent to Court Street. Lacy asked if those would go away. Doering said if the building stays those would stay but no new driveways will be allowed on Court. He also clarified the use of the property was not being considered at this time, but hotels were allowed in the B1 zone district.

Motion #7 by Trustee Volpe and seconded by Trustee Lacy to approve Resolution #57 as presented with one condition. **Motion carried, 6-0.**

Should the Board of Trustees approve adoption of Resolution #58 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING AN A REVOCABLE ENCROACHMENT LICENSE WITH THE TOWN COMPANY, LLC.**"? **03:09:15**

Parker reviewed the request stating that some improvements were already installed on Town property under a verbal approval and the applicant now seeks to install additional pieces. This will protect the Town better than an oral agreement. Puckett agreed and he stated the existing furniture is a great enhancement for Town and Gibb agreed.

Motion #8 by Trustee Best and seconded by Trustee Gibb to approve Resolution #58 as presented. **Motion carried, 5-1 with Lacy voting Nay.**

Should the Board of Trustees approve adoption of Resolution #59 entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING AN**

AGREEMENT FOR PROFESSIONAL SERVICES WITH CO CREATIVE FOR DESIGN SERVICES.”?

03:20:32

Reitter presented advising the Trustees that signature page 7 did not get into the packet. She stated the agreement was the Town’s standard services contract. She gave a brief history of the use of CO Creative to develop the Town logo and stated the agreement covered the current logo and potential future work. Gibb inquired if an RFP was necessary to use CO Creative as a paid consultant. Reitter replied this is only a Professional Service Contract and any project over \$5,000 would need to be bid out. Benson asked that the Scope of Work be amended to add the wording “as requested” at the end of the last sentence. Puckett asked for clarification on the element of the contract that indicates the Town will own the logo but the Consultant will retain proprietary rights over products produced for the Town. Discussion ensued relative to copyright of the new Town logo and Parker advised the Trustees the Town will own the logo and he needed to update the agreement to protect the Town. He informed the Board they could approve the Agreement subject to his legal revisions to make sure the Town has the copyright ownership and trademark rights the Town needs and the consultant retains all rights to her preexisting work. Ahlene stated she only wanted to be able to show the work in her portfolio.

Motion #9 by Trustee Gibb and seconded by Trustee Best to approve Resolution #59 as presented pending attorney revisions to the agreement to protect intellectual rights of the Town. **Motion carried, 6-0.** Best, aye; Gibb, aye; Jenkins, aye; Lacy, aye; Puckett, aye; and Volpe, aye.

Should the Board of Trustees approve adoption of Resolution #60 “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO APPROVING THE EXECUTION OF A CONTRACT WITH MILES CONSTRUCTION COMPANY, INC. FOR THE 2016 RODEO ROAD TRAIL PAVING PROJECT IN BUENA VISTA.”? 03:35:00

Maggard presented stating this is the contract for an 8 foot wide paved trail along Rodeo Road from Gregg Drive to CR 306.

Motion #10 by Trustee Puckett and seconded by Trustee Lacy to approve Resolution #60 as presented. **Motion carried, 6-0.** Gibb, aye; Jenkins, aye; Lacy, aye; Puckett, aye; Volpe, aye; and Best, aye.

Ivy League Conversion Project Change Order. 03:37:54

Maggard presented stating there were some fill issues that were not recognized during the review such as depth of excavation and alignment with the tie-in location. He added that Miles Construction repaved the whole road, but the Town did not pay for that. The change order is simply an addition to the contract that the Town had not control over.

Motion #11 by Trustee Lacy and seconded by Trustee Puckett to approve Resolution #60 as presented. **Motion carried, 6-0.** Jenkins, aye; Lacy, aye; Puckett, aye; Volpe, aye; Best, aye; and Gibb, aye.

STAFF REPORTS

Town Administrator 03:39:36

- June 20 is BVSD and Board of Trustee Joint Work Session on the Affordable Housing/Baseball Field Project
- June 21 is Board of Trustees and Planning & Zoning Commission Joint Work Session
- Paddlefest was very successful and the run had 116 participants
- New boulder holds are on the boulders – new, clean holds and routes
- Collegiate Peak Stampede Rodeo was last weekend with 200 participants
- South Main Boat Ramp opens June 19
- Boneshaker Cycles is hosting a trail maintenance workshop at Barbara Whipple at 9AM on June 24
- Softball revenue is up
- Town has given 12 scholarships to subsidize Recreation activities

Benson thanked Public Works, the Fire Department and Police Department for making everything go smoothly during special events. Volpe asked about the StradOps Dashboard printout and Reitter replied it was the result of the Staff quarterly StradOps session. The Town has updated some action plans to make things run more smoothly. This is done quarterly with ¾ day working on them. The next session will be held in September. Puckett inquired why the goal to execute the IGA with the County is scheduled for November and Reitter replied it is because it will have to be worked on by the Board and then also sent to the County for review. Planning & Zoning Commission will also look at it plus this is an Election Year, but the Staff will do its best to get it done this year.

Town Treasurer 03:48:00

- April 2016 sales tax is up 9.5% over actual April 2015 translating to a YTD increase of \$54,000 over 2015 for the same period and a YTD of \$90,000 increase over what was budgeted for the 2016 so far
- January and February Airport reconciling has been done
- Requested to consolidate checking accounts into the Pooled Account so she does not have to move money around and make multiple journal entries

MOTION #12: Trustee Lacy moved and Trustee Puckett seconded to approve the Treasurer's pooling recommendation. **Motion carried 6 to 0.**

- Sales Tax compliance issue presentation will be seen by BOT at the next meeting
- Will present the Audit at the first meeting in July
- Gibb inquired about what he thought were fund balance discrepancies and Stoke said he was seeing all the funds gathered together with Assets and Revenues while Reitter stated Staff would take a look at it and provide a clearer breakdown next meeting

Public Works Director 03:56:42

- Working with RG Waterworks on Surface Treatment Plant start-up analysis
- Working on Railroad Parking Lots in collaboration with Main Street to grade and place signs to allow for RV and Car parking with no overnight parking
- Working on calculations for routine street patching projections
- Working on 5 Year Road Improvement Plan
- Parks Department is trying to keep head above water but Public Works hopes to be at full staff within the next two weeks for the first time all year
- Well #3 is complete and being used for irrigation
- Road Trail Paving should start within 30 days of the contract
- Attending CDOT meeting next Monday and Tuesday and will be discussing resurrection of the Arizona Trail project and will provide update in next report

Lacy asked if the tap numbers are totals and if 4 is total for 2016 and Maggard replied Yes.

Gibb questioned Highway 24 construction start and Maggard felt there would be no impact until after Gold Rush Days with a mid-August start date.

Mayor Benson reported there are some dry spots on the Town sports fields; the flowers in the Optimist Splash Park are thirsty; received a request for additional trash can in South Main; lights on the Riverwalk Sign at the ReMax Gateway corner are out with exception of one; should put out RFP for Town Engineer in 2017; it is time to revisit the water accounting idea related to water taps; and wants the Trustees to think about a water use/impact upsized zoning fee.

Gibb asked what happens to the businesses along Highway 24 that are losing parking and Doering replied CDOT is compensating the affected businesses. Lacy inquired about the barricades being down on Harrison Avenue and Maggard stated he put one back and the other needs to be repaired.

TRUSTEE/STAFF INTERACTION 04:12:00

Volpe stated that in contemplation of his last 20 months on the Board he would like to see a breakfast to discuss wish list items or things that had been dropped. The Board agreed to exchange emails to select a date.

Lacy stated that the Elected Officials NIMS training pointed out that Town needs to increase its emergency funds, document them and have something that allows the Board to meet ASAP in case of an emergency and also allow a meeting to be held by phone. Lacy send the Ordinance he felt needed updating to Parker. Parker stated he could put together a telephonic meeting policy.

Benson asked that policy discussion items be sent to him for adding to the list. He thanked the Staff for putting the new logo on items. He saw it on a Town Truck. Reitter also informed the Trustees that the logo in the Pinon Room would be gone soon and most likely replaced by a hanging banner.

Benson also thanked Staff for cleaning up the Lariat and DSI railroad right-of-way. Maggard stated he spoke to the Lariat and they were also going to do some additional clean up and grading. Doering stated DSI was also working on BV Square so some items may be there awhile longer.

Gibb commented that dog licensing is missing from the nuisance code and Reitter replied the Town is working on the matter and plans on enforcing the code in 2017

Motion #13 by Trustee Gibb and seconded by Trustee Volpe to approve the Forest Square Park rental fee waiver request for Christian Ministry. **Motion carried, 6-0.**

Motion #14 by Trustee Lacy and seconded by Trustee Puckett to sign the Mountain Pact Letter. **Motion carried, 6-0.**

Jenkins suggested that at any first public meeting for new Trustees there be less contentious agenda items. Reitter replied that the Town is land use deadlines but Trustees can always continue a matter if they are not comfortable in making a decision.

Lacy requested to add a discussion on employee responsibilities during emergencies to the breakfast discussion list. Reitter replied Staff is working on this.

Doering reported that June 28 is the UDC Steering Committee for Module 2.

Reitter stated that the suggested 2017 Budget Work Session dates for the Board are September 8, 12 or 14 and she will send out an email to get consensus on which date works best.

ADJOURNMENT 04:29:30

Motion #15 by Trustee Lacy and seconded by Trustee Best, noting that there being no further business to come before the Board, declared that the meeting be adjourned at 11:29 PM. **Motion carried, 5-0.**

Respectfully submitted:


Janet Sciacca, CMC
Town Clerk

Joel Benson, Mayor



Minutes of the Regular Meeting of the Buena Vista Planning and Zoning Commission June 1, 2016

CALL TO ORDER

A Regular meeting of the Planning and Zoning Commission was called to order at 7:00 pm, Wednesday June 1, 2016 at the Buena Vista Community Center, Pinon Room, 715 E Main Street, Buena Vista, Colorado by Vice Chair Preston Larimer. Also present were Commissioners Estes Banks, Annie Davis, and Tim Bliss. Staff Present: Principal Planner Mark Doering and Planning Technician Jill Abrell.

PLEDGE OF ALLEGIANCE

Vice Chair Larimer led in the Pledge of Allegiance.

ROLL CALL

Abrell proceeded with the roll call and declared a quorum.

AGENDA ADOPTION

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

APPROVAL OF MINUTES

Davis motioned for approval of the May 18, 2016 minutes. **Motion #2** was seconded by Bliss. Motion carried. Banks abstained due to his absence of the May 18, 2016 meeting.

PUBLIC COMMENT

Larimer opened the public comment portion of the hearing at 7:01 p.m. With no comments received, the public comment portion of the hearing was closed at 7:02 p.m.

NEW BUSINESS

Woodland Brook Cabins Minor Subdivision

Doering presented the Commission with the Staff Review for the Woodland Brook Cabins Minor Subdivision, located at 226 S. San Juan Ave. Applicants are requesting a minor subdivision final plat to create two lots. This would rectify illegal splits done by previous owners. No public improvements would be necessary. There are currently vacation rental cabins on one lot, and an incomplete residential structure on the other lot. There is potential for additional cabins to be constructed on the property. The property is zoned R-2 and is in the floodway based upon the FEMA 2015 FIRM (which is set to be adopted in about a week). The proposed final plat showed the unfinished building in Lot 1; the floodway affects five existing structures and may affect future structures. Doering presented photos showing existing and proposed cabins, and the incomplete residential structure.

Doering reviewed the criteria for subdivision approval: 1) the development meets the requirements of the subdivision ordinance; 2) all lots being created meet the minimum lot size requirements as specified in

the zoning ordinance; 3) adequate utility service is available and proper easements exist or will be created; 4) applicant will dedicate easements as required to the Town; although no new easements are anticipated, the floodway will be designated so that future owners are aware of its existence; 5) proper drainage control has been demonstrated; all structures are currently existing so no new drainage controls are required; new structures will have to meet drainage requirements.

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

- 1) The plat shall be revised prior to Board of Trustees public hearing to include a note that all lots have areas identified as a Special Flood Hazard Area (SFHA) and any future development of the lots within the subdivision shall obtain approval of a floodplain development permit prior for any construction within the SFHA as required by Article IX of the Town of Buena Vista Municipal Code;
- 2) The plat shall be revised to meet any comments from the Town's engineer and utility providers.

The Commissioners discussed Doering's presentation and had no questions for Doering.

Applicant Merrill Mann of 0445 Edwards Village Blvd, Edwards, CO rose to address the Commission. Mann is the president of the Woodland Brook HOA and owns two cabins on the property. Mann explained that the lodge never finished being constructed and they have had problems getting developers to finish building the structure. Mann commented there were additional complications because everything is on one lot. Mann stated that they are making an effort to work with the Town so that something can come of the building. Mann mentioned that the building could be completed or possibly torn down, and that if it was torn down the intention is that something else would go up in its place. Mann concluded that their intention is to beautify the street, offer housing, and be a good neighbor.

Applicant Riaan Van Niekerk of 205 W. 1st St., Salida, CO rose with Mann to address the Commission. Van Niekerk owns the unfinished building and noted it would be more costly to tear the building down than to finish construction.

Banks asked how many members were a part of the HOA. Mann responded they had 11 owners and that some owners own multiple cabins.

Davis asked if the goal was to sell the lodge. Mann responded that it was.

Banks asked how many potential cabins Mann anticipated being built. Mann responded that they were anticipating taking one cabin down and putting a new one up, and possibly adding one more. Mann noted that the floodplain may change their current plans.

Banks inquired if the cabins they were proposing fall under tiny houses. Van Niekerk responded that it does not, and that the HOA has design standards in place that prohibit tiny homes. Mann added that they have occupancy guidelines in their rules and regulations. Mann clarified that these are specifically second homes that can be rented out for one month at a time.

Larimer closed public hearing and the Commissioners discussed the project.

Doering clarified that the property had never gone through a subdivision process authorized by the Town so it could not legally be sold. The subdivision process the applicants are currently going through allows Lot 1 to be legally created and sold.

Larimer asked if there was a Special Use Permit in place. Doering stated that these were built prior to those guidelines. He went on to state that the current zoning of the property (R-2) does allow for the cabins.

Davis motioned to recommend to the Board of Trustees approval with conditions as outlined by staff for the property at 226 S. San Juan Ave for Woodland Brook Minor Subdivision Plat. Banks seconded the Motion. **Motion #3** passed unanimously.

STAFF / COMMISSION INTERACTION

Doering explained that the reason that the house was never finished because no one would buy it, and no one would buy it because the lot was done illegally. The subdivision was done without Town approval and recorded with the County. Because no one wanted to correct the subdivision, it has remained unpurchased. Doering remarked it was applaudable that the HOA was able to come together to get this fixed collectively.

Doering clarified that the HOA was different from a PUD in that the covenants are a private agreement that the Town does not enforce.

Banks questioned if the property can be built upon since it has been sitting vacant. Doering responded that someone will have to evaluate the unfinished structure, and it will be left up to the Building Department. Doering also noted concerns with the height of the structure, as the maximum permitted height is 35 feet. The Commission discussed possible issues that may arise and the efforts of the HOA to come together to fix the illegal division.

The Commission went on to discuss the work session with the Board of Trustees. Doering stated that June 7 may not work and that they are also looking at June 21. Either date would be at 7:00 p.m.

Doering informed the Commission that the Town is expecting comments back on the UDC from the consultants on Friday. The Town would like to have the Steering Committee meet on June 28 beginning at noon. Doering will send out emails regarding this.

Doering asked if there is anything the Commission would like to discuss with the Board of Trustees when they have their work session. Doering reminded the Commission that no discussions can occur regarding 3-D Auto because they are still in an appeal period.

Banks noted that he would like to work more to give the Board of Trustees direction. It was also noted that the Board of Trustees is making an effort to reconnect with other boards and commissions. It was remarked that it is often difficult to enforce the code and be business friendly. Banks again noted that the Commission should be able to give the Board a solid reason for their decision, and hopefully provide them more guidance.

Doering noted that he welcomed disagreements from the Commission.

Banks inquired about the development of Main Street. Doering remarked that Main Street is thriving, and that the Fire Marshall is needed for over-occupancy concerns and violations. The People's stage is in progress and may be moved to a new location. The Jailhouse is getting ready to open up, and the Forest Service building may open soon with a new business. The Trailhead wants to start a bike rental/storage service space. Doering noted that several people are showing interest in BV Square.

Banks inquired specifically about the Theater. Doering responded that Dan Cooper has been showing it to interested parties.

Banks inquired specifically about the location of an old gym. Doering responded that he was referring to the old Public Works Administration building, the building east of where the School Board meets.

Doering informed the Commission that the Grove Subdivision, which was set to go to the Board of Trustees, may not go to the Board because someone is interested in keeping the existing lots as is and putting in four homes.

The Commission discussed Packet distribution and logistics.

Banks asked when affordable housing would be addressed.

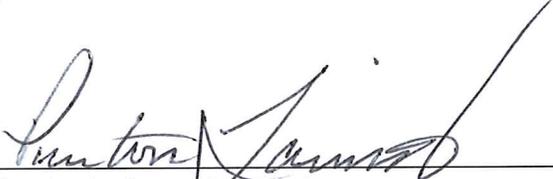
Doering replied that the process has been started including meeting with the people doing the study. Doering noted that it wasn't as well attended as the Town had hoped, but there was a good analysis done that he can send out. Doering remarked that there needs to be an entity that deals with affordable housing, such as a Housing Authority. Banks agreed and added that the entity would need to be designed such that it can insure that people are qualified and educate people on how to keep their properties.

The Commission discussed other current developments happening in the Town.

ADJOURNMENT

There being no further business to come before the Commission, Commissioner Bliss motioned to adjourn the meeting at 8:10 p.m. Commissioner Davis seconded. **Motion #4** was unanimously approved.

Respectfully submitted:


Preston Larimer, Vice Chair


Jill Abrell, Planning Technician

Policy Discussion - Regular Agenda Item, Buena Vista Board of Trustees

Policy List:

- a. Policy Discussion Process Analysis
- b. Parking/use of right of ways - sidewalks, etc
- c. Parklets in downtown
- d. Rec Board role with private businesses, etc
- e. Community Support Criteria

Discussion should bear in mind the Collective Vision Statement, Strategic Objectives and Priorities for Buena Vista

Process:

Until the Board of Trustees desires otherwise, each trustee meeting begins with a time-limited discussion on a particular policy item.

These items come from a list produced and added to each week by the Board with suggested items from staff, the public, etc. We can discuss policies related to the items and use this to further define policy, give direction to staff, uncover further needs, etc.

The list will have 6 items, a-f. We start with item a, discuss until approximately 7:35. The item is then pulled from the list and b moves to a. Trustees can decide whether to continue the discussion of (a) later that meeting, put it back on the list, add it to a future agenda, or other action. A new item can be added to the list by a trustee.

Parking lot of items to be added as desired:

- Affordable Housing
- Mapping
- Religious symbols in town
- VRBO's
- Sponsorships/advertising levels for support of town activities



Town of Buena Vista 2016

Buena Vista Collective Vision Statement

(Developed from Citizens' direct wording, Comp Plan 1996, 2006, 2015. We want all components of this vision and must work to create all components. This is the Context within which Town must make decisions.)

General Community Character

We envision the town as a clean, safe, quiet and secure community that is a desirable place to live, work, and play.

Community Spirit

Our collective community consists of friendly, well-informed, and engaged people who feel they can make a difference and have an impact in determining their future and their quality of life and enjoy freedom of expression.

Community Appearance

The town we envision has a defined sense of place as expressed in its history and architecture.

Community Services

The town of our vision has high-quality education and medical and emergency response services, as well as quality, efficient, and well maintained parks and public buildings. The town's public servants exhibit an excellent level of public service, including approachability, honesty and helpfulness. Our town government and community leaders demonstrate accountability, consistency and visibility. We engage in a high level of cooperation with surrounding governmental and nongovernmental entities.

Environment

We desire a community where urban, rural and agricultural land uses can coexist in a well-planned pattern. Land use decisions are made with thoughtfulness and an eye toward sustainability. We want a healthy community with clean air and water.

Economy

We envision a community in which all citizens enjoy financial prosperity and can find an affordable place to live. The town has a bustling downtown community core with abundant and diverse retail establishments. We continually strive for economic diversity within the community. Our town government is economically stable and viable.

Mission of Buena Vista Town Government

The Town of Buena Vista is to provide high-quality, reliable services for the benefit of our citizens, guests, and employees, while being good stewards of public resources and our natural setting.

Town Government Key Outcome Areas

(These strategic objectives and policies lead toward the Collective Vision Statement, and seek to fulfill the Mission of Town Government. These are what we focus on to establish Goals.)

Economic Vitality

We want to increase prosperity for Buena Vistans via the long-term that encourages sustainability, smart growth, and diversification, capitalizes on our strengths and improves quality of life. We want to identify and address weaknesses.

Infrastructure

We want to ensure that we maintain existing infrastructure when considering new infrastructure.

Community

We want to create a community with a sense of pride and acceptance where all contribute to the social, economic, political life, and feel respected and safe.

Environment

We want to create an environment that is safe, healthy, encourages conservation, and makes for a friendly place where people want to live, work and play.

Water

We want a safe and reliable water supply that comes from diverse sources, and meets the needs of residents and business now and in the future.

Our priority list for 2016 includes, in no particular order:

- **Continued work on adequate and reliable water supply** - Joint Permit with Upper Ark and US Forest Service, St Charles Mesa, other.
- **Continued honing of Policy Governance** - quarterly meetings, Policies adopted, Collective Vision Revisit
- **Water infrastructure** - upper zone tank, right size water lines, HWY 24
- **Downtown Revitalization** - DDA
- **Hwy 24** - all that is involved
- **Historic Preservation** - CLG designation, funding options
- **Trail Improvements** - Assorted
- **Continued Airport “Sustainability” and/or “Independence”** - Financial planning, settle ground lease, through the fence resolution, snow equipment building
- **Land Use Code rewrite**
- **IGA with county on Growth Area**
- **Broadband Planning**
- **Software upgrades for flow in various departments**
- **Training New Board/Transition**
- **Affordable Housing/Infill**
- **Continue Fire Services up to Par** - fire upgrades, regional emergency management planning



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

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

AGENDA ITEM: Should the Board of Trustees approve adoption of Resolution #61 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO SUPPORTING THE EFFORTS OF SALIDA RESIDENT AND AUTHOR WAYNE IVERSON TO RENAME CHIPETA MOUNTAIN."?

Request

A request is being made for the BOT to consider town support for the renaming of Chipeta Mountain near Salida, CO.

Overview

Wayne Iverson is working on a campaign to move the name Chipeta Mountain in southern Chaffee County from a lowly sub-peak to the highest point on its massif (see photo below of Mount Ouray and the unnamed highpoint on Chipeta massif taken from Millie Crymble Park). An article about it appeared in the March issue of Colorado Central Magazine. There is a website that covers the issue in detail - chipetamountain.com.



The U.S.G.S. Board on Geographic Names which handles these requests does not put much weight on petitions, but prefers to focus on the recommendations of local governing bodies who

are elected to represent citizens of the area. The campaign has received proclamations from Chaffee County, the City of Salida and the Salida Museum Board.

Policy Alignment

This request aligns with Community Spirit and Appearance because this project preserves the history of the community and creates a sense of place, pride and allows for a citizen to exercise their freedom of expression in an impactful way.

BOT Action

Motion to **Approve** or **Deny** adoption of Resolution #61 entitled "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO SUPPORTING THE EFFORTS OF SALIDA RESIDENT AND AUTHOR WAYNE IVERSON TO RENAME CHIPETA MOUNTAIN."?

From: **Licia and Wayne Iverson**
Date: Thu, Jun 16, 2016 at 1:42 PM
Subject: Chipea Mountain
To: Joel Benson <mayorbenson@buenavistaco.gov>
Cc: "bvadmin@buenavistaco.gov" <bvadmin@buenavistaco.gov>

Dear Mayor Benson,

I have started a campaign to move the name Chipeta Mountain in southern Chaffee County from a lowly subpeak to the highest point on its massif (see photo below of Mount Ouray and the unnamed highpoint on Chipeta massif taken from Millie Crymble Park). An article about it appeared in the March issue of Colorado Central Magazine. We have a website that covers the issue in detail - chipetamountain.com.

The U.S.G.S. Board on Geographic Names which handles these requests does not put much weight on petitions, but prefers to focus on the recommendations of local governing bodies who are elected to represent citizens of the area. We have already received proclamations from Chaffee County, the City of Salida and the Salida Museum Board (attached below). We would like to respectfully request the Town of Buena Vista's support in this matter as well. May we please get on your Town Council agenda as soon as possible to discuss this?

Cordially,
Wayne Iverson

426323

426323 4/20/2016 1:15 PM RESL Lori A Mitchell
1 of 2 R\$0 D\$0 N\$0 S\$0 M\$0 E\$0 Chaffee County Clerk

CHAFFEE COUNTY
CORRECTED RESOLUTION 2016-21

DECLARING SUPPORT FOR NAMING A 13,472-FOOT PEAK
"CHIPETA MOUNTAIN" IN HONOR OF CHIPETA, WIFE OF CHIEF OURAY

FINDINGS AND CONCLUSIONS:

- A. Mount Ouray is a 13,971 foot mountain in Chaffee County, named after Ute Indian Chief Ouray. Chief Ouray's wife, Chipeta, was instrumental in promoting peace during the settlement of Colorado. She travelled with Chief Ouray (which was unusual at that time) and was often Ouray's only confidante. She was the only woman invited to Ute councils.
- B. A 12,850 sub-peak on a massif near Mount Ouray is named Chipeta Mountain. Chipeta Mountain is out of plain sight and actually not the highest point on its massif. The highest point on the massif is an unnamed, 13,472 foot peak. Given Chipeta's important role in the settlement and development of Colorado, it would be fitting to move the name "Chipeta Mountain" from the 12,850-foot sub-peak to the 13,472-foot highpoint.
- C. Most southern Chaffee County residents already believe the 13,472-foot highpoint on the Chipeta massif is "Chipeta Mountain," not the lower 12,850-foot subpeak.
- D. Naming a 12,850-foot sub-peak "Chipeta Mountain" does not adequately honor Chipeta, a member of the Colorado Women's Hall of Fame.
- E. At its April 5, 2016 meeting, the Chaffee County Board of County Commissioners (the "Board") voted to recommend that the U.S. Geologic Survey Board on Geographic Names move the name "Chipeta Mountain" from the 12,850-foot sub-peak to the 13,472-foot highpoint. The Board directed the County Attorney to prepare a written resolution outlining the findings of the Board and authorized the Chairman to sign the resolution.

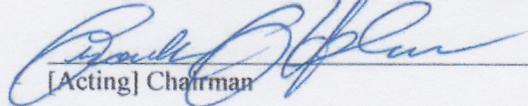
RESOLUTION:

Based on the above findings, the Board resolves as follows:

1. The Board calls on the U.S. Geologic Survey Board on Geographic Names to move the name "Chipeta Mountain" from the 12,850-foot sub-peak to the 13,472-foot highpoint.
2. The Board declares its full support of efforts to name the 13,472-foot highpoint after Chipeta, wife of Chief Ouray, to commemorate Chipeta's peace efforts and role in the settlement and development of Colorado.

ADOPTED AND APPROVED this 5th day of April, 2016.

BOARD OF COUNTY COMMISSIONERS


[Acting] Chairman

PROCLAMATION

Renaming of Chipeta Mountain

WHEREAS, Chipeta Mountain is currently a lowly sub-peak to the highest point on Chipeta massif, which is currently unnamed; and

WHEREAS, Most southern Chaffee County residents already believe the 13,472-foot highpoint on the Chipeta massif is Chipeta Mountain, not the lower 12,850-foot sub-peak; and

WHEREAS, Naming a 12,850 foot sub-peak Chipeta Mountain does not adequately honor Chipeta, a member of the Colorado Women's Hall of Fame; and

WHEREAS, At the April 5, 2016 City Council Meeting Wayne Iverson requested that the members of the Salida City Council support his efforts to move the name of Chipeta Mountain in southern Chaffee County from a sub-peak to the highest point of the Chipeta massif; and

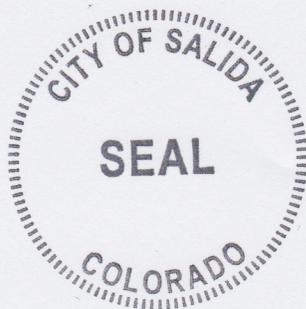
WHEREAS, The City Council of the City of Salida supports the effort to move the name of Chipeta Mountain in honor of Chipeta, the wife of Chief Ouray.

NOW, THEREFORE, BE IT RESOLVED THAT, The City Council of the City of Salida is in support of this change and encourages the United States Board on Geographic Names to accept this change to better commemorate Chipeta and honor the important role that she played in Colorado history.

Approved this 19th day of April, 2016.

Betty Schindler
City Clerk

James LiVecchi
James LiVecchi, Mayor



Salida Museum <salidamuseum@gmail.com>
To: BGNEEXEC@usgs.gov liciawayne@prodigy.net

Jun 1 at 1:03 PM

Dear Mr. Yost,

The Board of the Salida Museum Association has unanimously voted to support the effort to move the name "Chipeta Mountain" to the highest point on the mountain.

Chipeta was an important Ute woman in the history of the West, involved in keeping the peace between white settlers and the Ute tribes during settlement and expansion into Colorado. In January, 1880, Chipeta and Ouray led a delegation of Utes to Washington D.C. to negotiate a treaty regarding reservation resettlement, where Chipeta testified before Congress. Dressed in their finest, Chipeta and Ouray were both photographed by the famous photographer, Matthew Brady, as an acknowledgement of their importance in the negotiations.

Her role in peacekeeping and the respect she garnered from her white neighbors was later evident when 5,000 people showed up to her burial in Montrose. We feel it is only appropriate to honor her legacy by moving the name to the highest point on the mountain.

And since most Southern Chaffee County residents already believe the 13,742-foot highpoint on the Chipeta Massif is Chipeta Mountain, not the lower 12,850-foot sub-peak, it just seems prudent to update the name to reflect the common usage.

Regards, Susan Jesuroga

President, Salida Museum Association

406 1/2 W Hwy 50
Salida, CO 81201

TOWN OF BUENA VISTA, COLORADO

**RESOLUTION NO. 61
SERIES 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO SUPPORTING THE EFFORTS OF SALIDA RESIDENT AND AUTHOR WAYNE IVERSON TO RENAME CHIPETA MOUNTAIN.

WHEREAS, Chipeta Mountain is currently a lowly sub-peak to the highest point on Chipeta massif, which is currently unnamed; and

WHEREAS, Most southern Chaffee County residents already believe the 13,472-foot highpoint on the Chipeta massif is Chipeta Mountain, not the lower 12,850-foot sub-peak; and

WHEREAS, Naming a 12,850 foot sub-peak Chipeta Mountain does not adequately honor Chipeta, a member of the Colorado Women's Hall of Fame; and

WHEREAS, at the June 28, 2016 Trustee Meeting Wayne Iverson requested that the members of the Buena Vista Board of Trustees support his efforts to move the name of Chipeta Mountain in southern Chaffee County from a sub-peak to the highest point of the Chipeta massif; and

WHEREAS, The Board of Trustees of Buena Vista supports the effort to move the name of Chipeta Mountain in honor of Chipeta, the wife of Chief Ouray.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, that the Buena Vista Board of Trustees is in support of this change and encourages the United States Board on Geographic Names to accept this change to better commemorate Chipeta and honor the important role that she played in Colorado history.

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

TOWN OF BUENA VISTA

BY: _____
Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



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

DATE: June 22, 2016
TO: Mayor and Board of Trustees
FROM: Mark Doering, Principal Planner, Planning Department
AGENDA ITEM: Woodland Brook Minor Subdivision Plat

Request:

Merrill Mann and Adriaan Van Niekerk submitted a Minor Subdivision application to create two lots from three existing parcels. If the subdivision plat is approved, the existing parcels would become two legal residential lots. The subdivision will allow the existing incomplete residential structure on Lot 1 to be split away from the rest of the existing vacation cabins on Lot 2, and will allow that lot to be legally sold.

The properties are located in the R-2 (General-Density Residential) zone district. Single-family residential uses are allowed in the R-2 zone district. The properties also have portions of the properties that are within the existing SFHA shown on the current effective Flood Insurance Rate Map (FIRM). The Federal Emergency Management Agency (FEMA) is currently working from the draft update to the FIRM and will have a final adopted map within the next year. That current draft shows more areas on the properties that either have flood plain or floodway. When any development occurs with the SFHA, the property owners will be required to meet the Town's Flood Regulations in Article IX of the Municipal Code at the time that they apply for a permit for any new construction.

Overview:

The proposed subdivision will create two new legal lots from parcels that were illegally created outside of the Town's subdivision process. With the subdivision, Lot 1 will be separated legally from the rest of the vacation cabins on Lot 2. It will allow that Lot 1 to be legally sold and allow the building to either be completed with a new building permit meeting the current permit requirements or to be demolished for a new structure on the legal lot. The vacation cabins on Lot 2 will be given separate ownership through a condominium plat that was concurrently submitted and is reviewed separately by staff as allowed in the Subdivision Ordinance. Both plats will be recorded at the same time to allow all future owners to have legal properties, either through fee simple ownership (on Lot 1) or through condominium ownership (on Lot 2).

Analysis:

The application meets all of the criteria listed in Sections 17-28 of the Municipal Code.

Policy Alignment:

The proposed use meets the Economic Vitality, Community and Infrastructure policies. The proposed lots will allow for new residential structures that use the existing Town infrastructure.

BOT Action:

Staff and the Planning and Zoning Commission recommend approval of the minor subdivision. The conditions from the Planning and Zoning Commission have already been addressed.

Attachments:

Planning and Zoning Commission Staff Report
Proposed Approval Resolution



Town of Buena Vista

210 East Main St.
P.O. Box 2002
Buena Vista, CO 81211
719-395-8643

PLANNING AND ZONING COMMISSION STAFF REPORT

REPORT DATE: May 26, 2016

CASE ADDRESS: 226 S San Juan Avenue

HEARING DATE: June 1, 2016

APPLICANTS: Merrill Mann, Woodland Brook Retreat Vacation Cabins
Adriaan Van Niekerk

REQUESTS: The applicants are requesting approval of a Minor Subdivision to create two residential lots from two parcels. No public improvements are required with this final plat. The applicants are creating two legal lots from the existing properties that were created outside the Town of Buena Vista Subdivision Ordinance. One of the lots (Lot 1) has an existing single-family residence that has not been completed and the other proposed lot (Lot 2) contains existing vacation cabins. The properties are all zoned R-2.

TOWN STAFF: Mark N. Doering, Principal Planner

STAFF RECOMMENDATIONS:

Staff recommends that the Planning and Zoning Commission recommend approval with conditions to the Board of Trustees for the Woodland Brook Minor Subdivision Plat. Staff is recommending the following conditions:

- 1) The plat shall be revised prior to Board of Trustees public hearing to include a note that all lots are have areas identified as a Special Flood Hazard Area (SFHA) and any future development of the lots within the subdivision shall obtain approval of a floodplain development permit prior for any construction within the SFHA as required by Article IX of the Town of Buena Vista Municipal Code.
- 2) The plat shall be revised to meet any comments from the Town's engineer.

ATTACHMENTS TO THE REPORT:

Attachment A – Vicinity Map

Attachment B – Zoning and Floodplain Map

Attachment C – The proposed Woodland Brook Minor Subdivision Plat

I. SUMMARY OF REQUEST

The applicants submitted a Minor Subdivision application to create two lots from three existing parcels. If the subdivision plat is approved, the existing parcels would become legal lots. The subdivision will allow the existing residential structure on Lot 1 to be split away from the rest of the existing vacation cabins on Lot 2, and will allow that lot to be legally sold.

The properties are located in the R-2 (General-Density Residential) zone district. Single-family residential uses are allowed in the R-2 zone district. The properties also have portions of the properties that are within the existing SFHA shown on the current effective Flood Insurance Rate Map (FIRM). The Federal Emergency Management Agency (FEMA) is currently working from the draft update to the FIRM and will have a final adopted map within the next year. That current draft shows more areas on the properties that either have flood plain or floodway. When any development occurs with the SFHA, the property owners will be required to meet the Town's Flood Regulations in Article IX of the Municipal Code at the time that they apply for a permit for any new construction.

II. PROCESS – REQUIRED APPROVALS

The applicants have submitted a Final Plat application as specified in Section 17-28 of the Town of Buena Vista Subdivision Ordinance. Staff reviewed the application and is forwarding the requests to the Planning and Zoning Commission for a recommendation and then to the Board of Trustees for a final decision on the application.

III. ANALYSIS – MINOR SUBDIVISION FINAL PLAT

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

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

The Final Plat complies with the requirements as listed in the ordinance, with the additional requirements listed in the conditions of approval.

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

The plat will comply with the R-2 zone district requirements. All of the lots will exceed the minimum lot size and width requirements. Additionally, all of the lots have access to a public road and access to existing utilities.

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

Adequate utility service to both lots exist and easements on the plat will cover the existing structures. Notes as a condition of approval are recommended from staff.

The properties contain floodplain and floodways for Cottonwood Creek. Those areas within the current 100-year floodplain and floodway are reflected on the plat, and the owners of the lots will be subject to the Town's Flood Regulations in Sections 18-161 through 18-178 of the Town of Buena Vista Municipal Code.

The Town's Flood Regulations require any new construction and/or substantial improvement of any residential structure within the *floodplain* to have the lowest floor elevated to one (1) foot above the base flood elevation and have it certified to the Floodplain Administrator by a registered Colorado Professional Engineer, architect, or land surveyor. Encroachments in *floodways* are prohibited without a no-rise certificate by a Colorado registered engineer, architect or surveyor for any fill, new construction, substantial improvements and other development.

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

No new rights-of-way are required for the subdivision. Utility easements will be required to serve Lot 1 to Lot 2 and are shown on the plat.

5. Proper drainage control has been demonstrated.

New drainage controls are not required for the existing homes. If future owners develop their properties, drainage controls, including a survey showing the proposed development with elevations shown meeting the Flood Regulations of the Town of Buena Vista (Sections 18-167 through 18-178 of the Municipal Code), will be required at that time.

IV. CONCLUSION AND RECOMMENDATION

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

1. Merrill Mann and Adriaan Van Niekerk have applied for a Minor Subdivision Final Plat to and create two residential lots; and
2. Notice of the public hearing for the Final Plat was posted on site, as required by the Subdivision Ordinance; and
3. The request was reviewed by the appropriate referral agencies; and
4. The proposed Final Plat is consistent with the applicable standards set forth in Section 17-28 of the Town of Buena Vista Subdivision Ordinance; and

THEREFORE

The Planning and Zoning Commission recommends that the Board of Trustees **APPROVE WITH CONDITIONS** the Final Plat to create two residential lots.

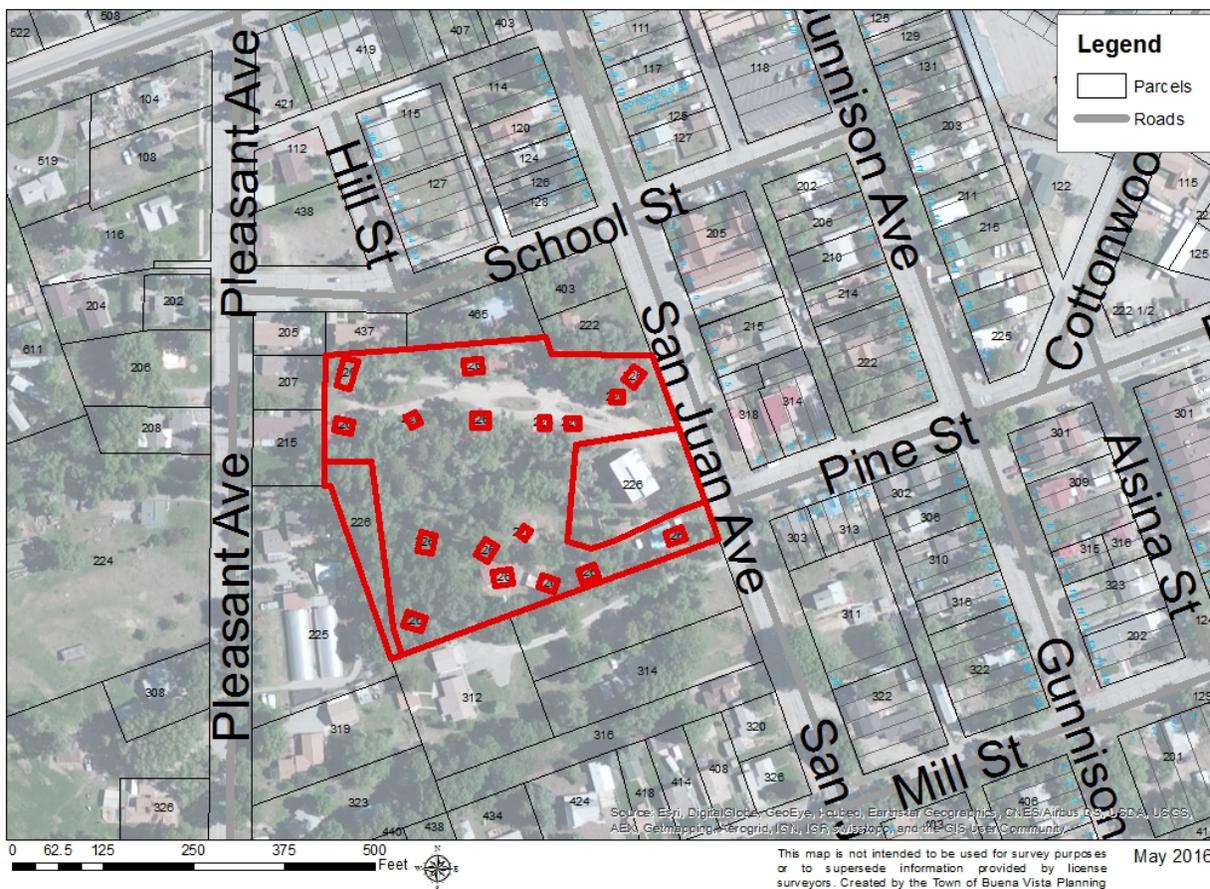
The conditions of approval for the Final Plat are:

- 1) The plat shall be revised prior to Board of Trustees public hearing to include a note that all lots are have areas identified as a Special Flood Hazard Area (SFHA) and any future development of the lots within the subdivision shall obtain approval of a floodplain development permit prior for any construction within the SFHA as required by Article IX of the Town of Buena Vista Municipal Code.
- 2) The plat shall be revised to meet any comments from the Town's engineer.

Cc: Merrill Mann, Applicant
Adriaan Van Niekerk, Applicant

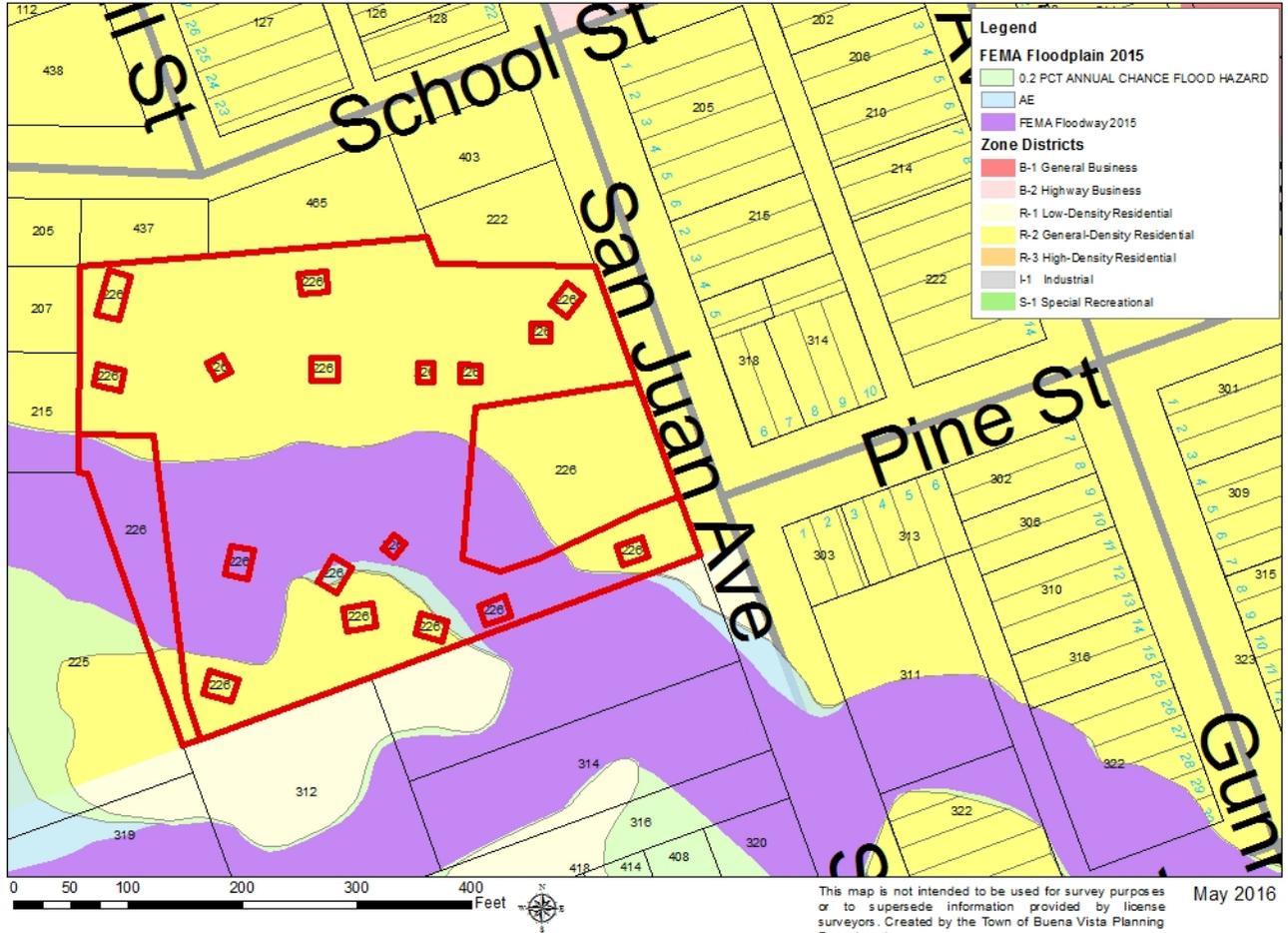
Attachment A – Vicinity Map

226 S. San Juan Vicinity Map

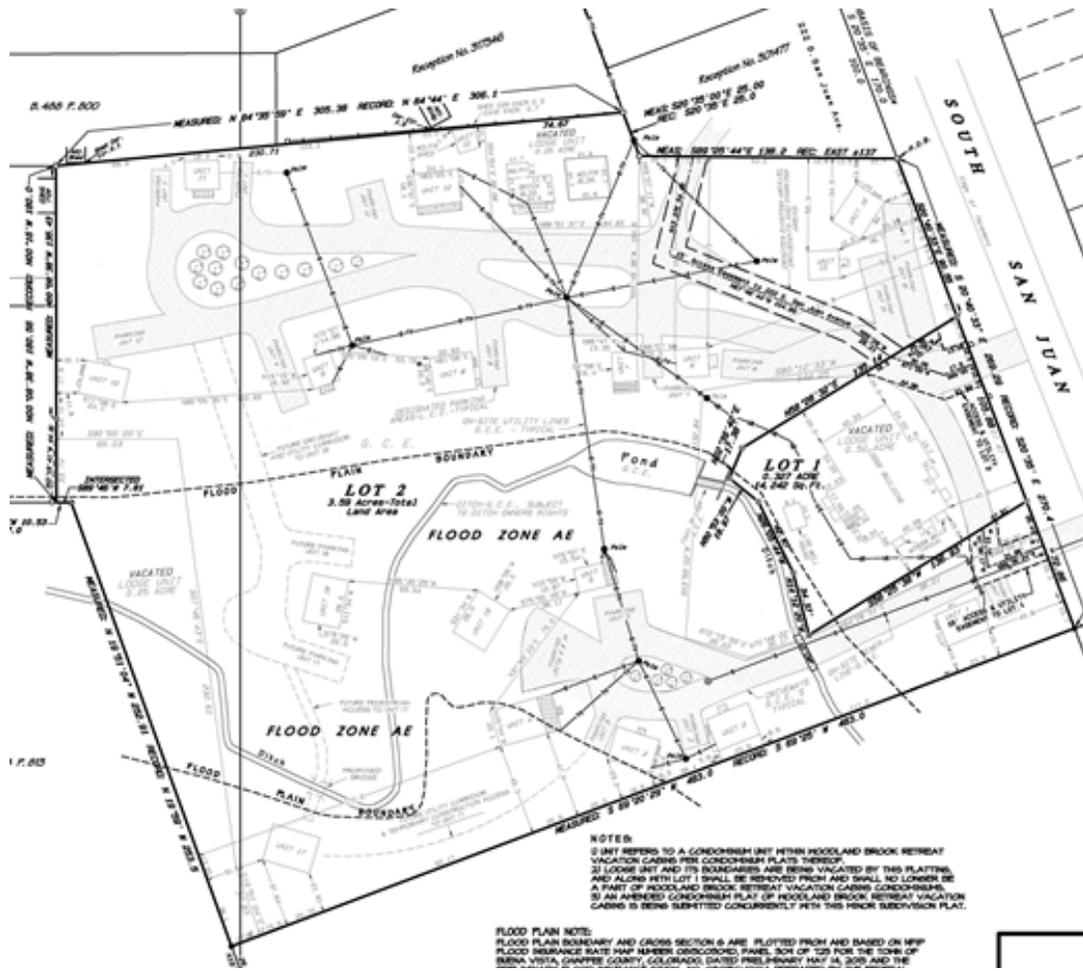


Attachment B – Zoning and Floodplain Map

226 S. San Juan Zoning & Flood Map



Attachment C – Final plat



TOWN OF BUENA VISTA

**RESOLUTION NO. 62
SERIES 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING A MINOR DEVELOPMENT FOR THE PROPERTY LOCATED AT 226 S. SAN JUAN AVENUE, BUENA VISTA, COLORADO.

WHEREAS, Merrill Mann and Avn Corporation (the “Owners”) own property located at 226 S. San Juan Avenue in Buena Vista, Colorado (collectively the “Property”);

WHEREAS, the Property is located in the R-2 Zone District;

WHEREAS, the Owners filed an application for a minor development for the purpose of creating the two parcels of property from two currently existing lots and to bring the Property into compliance to Buena Vista Municipal Code (“Code”);

WHEREAS, on June 1, 2016, the Planning and Zoning Commission recommended conditional approval of the minor development;

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

WHEREAS, the Board of Trustees opened the public hearing on June 28, 2016, and took public comment; and

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

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

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

1. The development and the Final Plat conform with the requirements of the Subdivision Regulations so long as there is compliance with the condition imposed in this Resolution.
2. The lots comply with the R-2 Zone District requirements and exceed the lot width and size requirements. All lots have access to a public road and access to existing utilities.
3. Adequate utility services exist to both lots and easement on the plat will cover the existing structures.

4. The properties include floodplain and floodways for Cottonwood Creek. Those areas within the current 100-year floodplain and floodway are reflected on the plat and the owners of the lots will be subject to the Town's Flood Regulations. The Town's Flood Regulations require any new construction and/or substantial improvement of any residential structure within the *floodplain* to have the lowest floor elevated to one (1) foot above the base flood elevation and have it certified to the Floodplain Administrator by a registered Colorado Professional Engineer, architect, or land surveyor. Encroachments in *floodways* are prohibited without a no-rise certificate by a Colorado registered engineer, architect or surveyor for any fill, new construction, substantial improvements and other development.

5. No new rights of way are required in the subdivision. Utility easements will be required to serve Lot 1 to Lot 2 and are shown on the plat.

6. New drainage controls are not required for the existing homes. If future owners develop their properties, drainage controls, including a survey showing the proposed development with elevations shown meeting the Town's Flood Regulations will be required at that time.

7. The Owners have satisfied the conditions originally proposed by Town staff and recommended by Planning & Zoning Commission.

Section 2. The Board approves the Woodland Brook Cabins Minor Development.

ADOPTED this 28th day of June, 2016.

Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



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

DATE: June 23, 2016

TO: Mayor and Board of Trustees

FROM: Mark N. Doering, Principal Planner

AGENDA ITEM: Amendments to Chapters 7, 8, 16, and 18 of the Municipal Code regarding Health sanitation and animals, abandoned vehicles on public and private property, recreational vehicles, camping on private property, and storage of trailers.

Requests:

Staff is requesting amendments to the Municipal Code regulating nuisances, including sanitation and animals, recreational vehicles, trailers, and camping within town limits.

Overview:

Changes to the Municipal Code are being proposed with two separate ordinances that address areas where the Town's enforcement requirements need to be improved to allow staff the ability to regulate and enforce codes designed to protect and improve the quality of life relating to trash, animals, recreational vehicles and trailers within town limits. The separate ordinances allow Town to have clearer regulations that allow for compliance and, if necessary, legal action against those that do not comply. Code enforcement will have improved regulations to allow the Town address areas that have been raised as continuing issues within Town.

Analysis:

The proposed changes reorganize for easier use by the public and staff. The new regulations clarify how many and which animals are allowed in Town. They also explain nuisances in town, including storage of materials, trailers and recreational vehicles, camping, snow and ice removal, weeds and noise, along with the requirements to abate those nuisances, if needed.

Policy Alignment:

The proposed changes to the Municipal Code meets the Economic Vitality, Community, Environment, and Water policies of the Town. The proposed changes ensure that the community prospers and improves the quality of life of residents and businesses, creates a healthy community where people live, work and play.

BOT Action:

Staff recommends approval of the following ordinances, each by a separate motion:

1. Amending Chapter 7 of the Municipal Code relating to nuisances and nuisance abatement.
2. Amending Chapters 16 and 18 of the Municipal Code relating to the occupancy, parking, and storage of recreational vehicles, camping on private property, and storage of trailers.

Attachments: Proposed ordinance relating to nuisances and nuisance abatement
Proposed ordinance relating to recreational vehicles, camping, and trailers

TOWN OF BUENA VISTA, COLORADO

**ORDINANCE NO. 9
(SERIES OF 2016)**

AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO, REPEALING ARTICLES I, II, III, IV, V, VI, AND VII OF CHAPTER 7 AND REINSTATING ARTICLES I, II, III AND IV OF CHAPTER 7 OF THE BUENA VISTA MUNICIPAL CODE REGARDING NUISANCES AND NUISANCE ABATEMENT .

WHEREAS, the Town has had difficulty enforcing its current nuisance regulations;

WHEREAS, in particular, the Trustees would like to update and provide alternative methods of enforcement of the Town's nuisance regulations, including providing for a civil penalty and an order for abatement; and

WHEREAS, the Board of Trustees finds that updating the Town's nuisance regulations is in the best interests of the Town and its residents.

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

Section 1. Articles I, II, III, IV, V, VI, VII of Chapter 7 of the Buena Vista Municipal Code are hereby repealed.

Section 2. Exhibit A to this Ordinance is hereby adopted.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this _____ day of _____, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Mayor, Joel Benson

ATTEST:

Janell Sciacca, Town Clerk

(SEAL)

Exhibit A to Ordinance No. _____

Chapter 7 – Health Sanitation and Animals

Article 1 –General Provisions

Sec 7-1. - Definitions

Abandon: to voluntarily surrender, relinquish or disclaim for a period of 30 days.

Blighted property: a property, building, mobile home, shed, fence, or other man-made structure where any of the following conditions exists:

- (a) Conditions posing a serious threat to health, safety, and welfare of Town residents;
- (b) Any structure open to the elements as a result of damage or decay; unable to provide shelter or serve the purpose for which it was constructed due to damage, dilapidation, or decay; or
- (c) It is not being maintained to a significant degree, as evidenced by at least one of the following conditions:
 - (1) Missing, broken, or boarded windows or doors;
 - (2) Collapsing or deteriorating exterior walls, roofs, stairs, porches, handrails, railings, basement hatchways, chimneys, flues, or floors;
 - (3) Exterior walls which contain holes, breaks, or loose or rotting materials;
 - (4) Foundation walls which contain open cracks and breaks;
 - (5) Overhang extensions, including but not limited to canopies, marquees, signs, awnings, stairways, fire escapes, standpipes, and exhaust ducts, which contain rust or other decay;
 - (6) Vermin or insect infestations;
 - (7) Unmanaged and overgrown vegetation;
 - (8) Waste materials, dumping, clutter, garbage, junk, debris, inoperable vehicles or trash improperly stored or accumulated on the premises;
 - (9) Fences, broken or rotted boards or in an otherwise dilapidated condition;
 - (10) Any other exterior condition reflecting a level of maintenance which is an element leading to the progressive deterioration of the neighborhood;

- (11) Is attracting illegal activity as documented in Police records;
- (12) Is a fire hazard, as documented by the Fire Chief;
- (13) Creates a substantial and unreasonable interference with the use and enjoyment of nearby premises, as documented by neighborhood complaints, police reports, cancellation of insurance on proximate properties, or similar circumstance; or
- (14) A building or structure or part thereof that would not qualify for a certificate of occupancy if applied for, or which is deemed an unsafe or dangerous structure as defined by the applicable building code adopted by the Town, or any dwelling or unit that is designated as unfit for human habitation.

Brush: Woody shrubs not part of a planned and maintained landscape of either a highly structured manicured type or a natural appearance.

Construction Debris: Waste resulting from construction, remodeling, repair, or demolition operations.

Firewood: Any wood or wood product used or intended to be used as heating fuel in a residence. Painted or treated wood shall not be considered firewood.

Junk: Any property, object or other article having nominal salvage value, which has been left unprotected from the elements or in deteriorated condition, including, but not limited to any used machinery or parts; plumbing fixtures (sinks, toilets, pipes, valves, etc), vehicle parts, tires, household appliances and fixtures or parts thereof; household hardware or furnishings, wire; cable, building materials (wood, tile block, brick, etc.), or any other similar articles.

Landscape: Any combination of living plants and non-living landscape material (such as rocks, pebbles, sand, mulch, walls, fences, or decorative paving materials) in a managed and planned manner.

Litter: Any rubbish, waste material, refuse, garbage, trash, debris, excrement, urine, offal composed of animal matter or vegetable matter or both, or any noxious or offensive matter whatever, dead bird, dead fish, fishing line, bait, chemical, chemical compound, petroleum product or compound, automobile part or accessory, tire, wheel, junk, paper, cardboard, can, lid, bottle, cap, carton, wrapper, box, wooden object, plastic object, clothing, cloth, metal object, rubber object, leather object, hide, feathers, grass clippings, leaves, cut weeds, branches cut from trees or bushes, brick, cinderblock, building material, paint, concrete, sand, gravel, stone, glass, asphalt, ashes, cigarette, cigar, food or food product, solvent, dye, beverage and liquid except water, and other similar material.

Nuisance includes, but is not limited to:

- (a) Any activity, operation, condition, building, structure, place, premises or thing which annoys, injures or endangers the comfort, health, repose or safety of the public;

- (b) The conducting or maintaining of any business, occupation, operation activity, building or structure prohibited by statute or ordinance;
- (c) Any building, structure or land open to or used by the general public, the condition of which presents a substantial danger or hazard to public health or safety;
- (d) Any activity, operation or condition which, after being ordered abated, corrected or discontinued by a lawful order of a department or officer of the Town, continues to be conducted or continues to exist in violation of statute or ordinance or in violation of any regulation of the Town, County, or the State;
- (e) Any illicit discharge or other lawful pollution or contamination of any surface or subsurface waters in the Town, or of the air or of any water, substance or material intended for human consumption;
- (f) Any nuisance defined or declared as such by statute or ordinance; or
- (g) Interfere with, obstruct or tend to obstruct, or render danger for passage on any street, alley, highway, navigable body of water or other public way or the use of public property.
- (h) When, in the opinion of the Town Administrator or his/her designee, a nuisance exists which is not specifically enumerated in Municipal Code, The Town Administrator or his/her designee will make a determination of whether a nuisance in fact exists. Every thing, substance, or act which is determined by Administrator or his/her designee to be offensive, injurious or detrimental to the public health, safety or welfare of the Town shall be declared to be a nuisance and may be abated as provided in the Municipal Code.

Ornamental plants: Grasses, perennials, annuals, trees and/or groundcovers purposefully planted for aesthetic reasons.

Responsible Person: The person responsible for creating, allowing, correcting, or abating a nuisance pursuant to this Chapter. The responsible person includes the property owner and any person who causes or permits a nuisance to occur or remain upon property in the Town, and includes, but is not limited to, the owner, tenant or other responsible person entitled to control, use and/or occupy property where a nuisance occurs. In cases where there is more than one responsible person, the Town may proceed against one, some, or all of them.

Residential Property: Any lot, tract, parcel, land, or other property located within the Town, on which single or multifamily structures used as a residence or for human habitation exist, or any property that is located within an area that is zoned for residential uses by the Town.

Refuse container: An outdoor receptacle designed and intended to be used to hold refuse. A refuse container includes, but is not limited to, trash cans, trash dumpsters and similar containers.

Riparian buffers: Narrow strips of land bordering waterways protecting streams, rivers, or other bodies of water from runoff, erosion and provide wildlife habitat.

Turf-grass: A lawn comprised mostly of grasses commonly used in regularly cut and irrigated lawns, parks or play areas (such as but not limited to buffalograss, wheatgrass, fescue, and brome-grass blends).

Vegetation: A general term for all plants and living ground cover.

Waste Materials: Shall include all construction debris, garbage, junk, litter, refuse, rubbish, scrap, trash and similar items.

Weeds: Includes the following: (1) brush; (2) turf grasses in excess of twelve (12) inches in height and other vegetation grown in a rank or unsightly fashion; (3) bindweed, Canada thistle, common ragweed, dandelion, fireweed, milkweed, mustard, perennial sowthistle, Russian knapweed, Russian thistle, sandburs and any other similar plants and vegetation. The foregoing enumeration is not intended to be all inclusive, but rather is intended to be indicative of those types of plants which are considered a nuisance.

Xeriscape: A landscaping method developed especially for arid and semiarid climates that utilize water-conserving techniques (as the use of drought-tolerant plants, mulch, and efficient irrigation).

Sec. 7-2. - Inspection of Properties

- (a) Authorized inspector. The Town Administrator shall have the power and authority to appoint and authorize any police officer, building inspector, code enforcement officer or other officer of the Town (including independent contractors engaged by the Town) to inspect and examine any public or private property in the Town for the purpose of ascertaining the nature and existence of any nuisance.
- (b) Right of entry generally. Whenever necessary to make an inspection to enforce any of the provisions of this Chapter, or whenever an authorized inspector has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a nuisance hereunder, such inspector may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed on him or her; provided, however, that if such building or premises is occupied, such inspector shall first present proper credentials and request entry; and if such building or premises is unoccupied, he or she shall first make a reasonable effort to locate the responsible party having charge or control of the building or premises, and upon locating the owner, occupant or other person or persons shall present proper credentials and request entry. If entry is refused, the authorized inspector shall give the owner or occupant, or if the owner or occupant cannot be located after a reasonable effort, he or she shall leave at the building or premises, a written notice of intention to inspect not sooner than twenty-four (24) hours after the time specified in the notice. The notice given to the owner or occupant or left on the premises shall state that the property owner has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of a search warrant by a Municipal Judge, or by a judge of any court having jurisdiction.

- (c) Search warrants. After the expiration of the twenty-four-hour period from the giving or leaving of such notice, the authorized inspector may appear before the Municipal Court or any other court with jurisdiction, and, upon a showing of probable cause by written affidavit, shall obtain a search warrant entitling him or her to enter the building or upon the premises. Upon presentation of the search warrant and proper credentials, or possession of the same in the case of an unoccupied building or premises, the authorized inspector may enter into the building or upon the premises using such reasonable force as may be necessary to gain entry.
- (d) Probable cause for issuance of search warrant. For purposes of this Section, a determination of probable cause will be based upon reasonableness, and if a valid public interest and reasonable suspicion of violation justifies the intrusion contemplated, then there is probable cause to issue a search warrant. The person applying for such warrant shall not be required to demonstrate specific knowledge of the condition of the particular structure or premises at issue in order to obtain a search warrant, but must show some factual or practical circumstances that would cause an ordinarily prudent person to act. It is unlawful for any responsible party of the building or premises to deny entry to any authorized inspector or to resist reasonable force used by an authorized inspector, acting pursuant to this Section.
- (e) Right of entry; emergencies. Whenever an emergency situation exists in relation to the enforcement of any of the provisions of this Chapter, an authorized inspector, upon a presentation of proper credentials or identification in the case of an occupied building or premises, or possession of the credentials in the case of an unoccupied building or premises, may enter into any building or upon any premises within the jurisdiction of the Town.
 - (1) In an emergency situation, such person or his or her authorized representative may use such reasonable force as may be necessary to gain entry into the building or upon the premises.
 - (2) For purposes of this Subsection, an emergency situation includes any situation where there is imminent danger of loss of, or injury or damage to, life, limb or property. It is unlawful for any responsible party of the building or premises to deny entry to any authorized inspector or to resist reasonable force used by the authorized official acting pursuant to this Section.

Sec. 7-3. – Penalty

- (a) It shall be a civil infraction for any person to:
 - (1) Create, operate, maintain or conduct any nuisance as defined in this Code.
 - (2) Interfere with or prevent, or attempt to interfere with or prevent, the abatement of any nuisance pursuant to the provisions of this Code.
 - (3) Fail to abate a nuisance as specified in this Article.

- (b) Any person who is found guilty of, or pleads nolo contendere to the commission of, the civil infraction shall be subject to a civil penalty of no more than \$499.00. For each day, or portion thereof, during which any violation continues, a person may be cited for a separate civil infraction. The penalties specified in this Section shall be cumulative and nothing shall be construed as either prohibiting or limiting the Town from pursuing such other remedies or penalties, in an action at law or equity.
- (c) The Municipal Court has the authority to order the abatement of the nuisance by the responsible party or parties, and may authorize the Town to abate the nuisance if the responsible party or parties fails to do so as ordered by the Municipal Court. If the Town proceeds to abate the nuisance as authorized by the Municipal Court, the Town shall be entitled to an order from the Municipal Court for recovery of its abatement costs, plus fifteen percent (15%) of the abatement cost for inspection, and any other additional administrative costs. If the cost of abatement is not paid, a lien may be placed upon any property on which the abatement was performed and shall have priority over all other liens, except general taxes and prior special assessments. The lien may be collected by any legal means, including certification to the Chaffee County Treasurer for collection in the same manner as taxes.
- (d) A civil action to declare and abate a violation of this Chapter shall be brought in the name of the Town by filing a summons and complaint, which shall be verified or supported by an affidavit. A peace officer of the Town may serve a summons and verified complaint upon responsible party. The trial or hearing of such action shall be to the court.
- (e) A notice of appearance shall be served with the summons and complaint. The appearance date shall be not less than seven (7) days from the date of service of the summons and complaint. The respondent shall file a response or answer on or before the appearance date specified in the notice of appearance. A hearing shall be held upon the appearance date, unless the court grants a continuance for good cause shown.
- (f) Upon the date and time specified for appearance and hearing, if the respondent has not filed a response and fails to appear, and if the Town proves service was made on respondent at least seven (7) days prior to the appearance date, the court may grant such orders as are requested by the Town; except that, the court shall order that enforcement by the Town be stayed for ten (10) days and that a copy of the court's order be mailed to the respondent at respondent's last known address. Failure to appear at any hearing date shall be grounds for entering a default, and default judgment against the non-appearing party. Prior to enforcement, and upon good cause shown, the court may set aside any entry of default and the default judgment entered thereon.

Sec. 7-4. – Complaints of Nuisances

Complaints of nuisances may be made in writing to the Town Administrator or Code Enforcement Officer on forms provided by the Town. Whenever possible, any complaint shall state the nature of such nuisance, the street address, the name of the owner, occupant or responsible party of the building or lot, if known, and the name and address of the complainant.

Sec 7-5. – Abatement of Nuisances – Administrative

- (a) This Section provides an alternative method for abating a nuisance to a Municipal Court action. An administrative abatement pursuant to this Section is not a prerequisite for a Municipal Court action, nor shall it preclude the issuance of a summons and complaint prior to, concurrently with or subsequent to an administrative abatement action.
- (b) Whenever the Town Administrator or his or her designee determines that a nuisance exists in violation of this Code, he or she, or his or her designee, shall issue a Notice of Abatement to the responsible party or parties with the information required herein.
 - (1) The time for abatement of a nuisance posing an imminent danger of damage or injury to or loss of life, limb, property or health or where there is an illicit discharge shall not exceed twenty-four (24) hours.
 - (2) The reasonable time for abatement of all other nuisances shall not exceed seven (7) days unless it appears from the facts and circumstances that compliance could not reasonably be made within seven (7) days and that a good-faith attempt at compliance is being made.
 - (3) If the responsible party shall fail to comply with the notice for a period longer than that named in the notice, then the authorized inspector shall proceed to have the nuisance described in the notice removed or abated from the property described in the notice without delay; and the authorized inspector shall have the authority to call for any necessary assistance. In no event shall the notice described by this Section be required prior to issuance of a summons and complaint.
- (c) Contents of notice. The Notice of Abatement issued pursuant to the provisions of this Section to the responsible party upon which a nuisance was discovered shall contain the following:
 - (1) The address and other description of the property upon which the nuisance was discovered;
 - (2) The name and address of the owner of the property upon which the nuisance was discovered as reflected in the county assessor records;
 - (3) The name and address of the occupant of the property upon which the nuisance was discovered, if known, and if different from the owner;
 - (4) A description of the thing or things or condition deemed to be a nuisance;
 - (5) The time in which the thing or things or condition are to be removed or abated from the property;

- (6) A statement advising the responsible party that he or she may protest the determination of the authorized inspector with respect to any matters stated in the notice, by filing a written protest pursuant to this Section;
 - (7) A statement that, if the responsible party fails to comply with directions contained in the written notice or file a written protest thereto in the time allowed, the Town will enter the property, abate the nuisance described therein and assess the costs thereof to the owner of the property;
 - (8) A statement that, if the Town abates the nuisance, it shall be entitled to recover its abatement costs, plus fifteen percent (15%) of the abatement cost for inspection, and any other additional administrative costs; and
 - (9) A statement of the cost of abatement.
- (d) Service of notice. The written notice to abate shall be served by:
- (1) Personally delivering a copy of the notice to the owner of the property described in the notice if the owner also resides at the property;
 - (2) Personally delivering a copy of the notice to the non-owner occupant or resident of the property described in the notice and mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the owner as reflected in the county assessor records; or
 - (3) Mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the owner of the property described in the notice as reflected in the county assessor records if the property is unoccupied and by posting a copy of the notice in a conspicuous place at the unoccupied premises. Service of the notice shall be deemed complete upon the date of personal delivery or three (3) business days after the date of mailing as required herein.
- (e) Costs of abatement. If the Town abates the nuisance, it shall be entitled to recover its abatement costs, plus fifteen percent (15%) of the abatement cost for inspection, and any other additional administrative costs. If the cost of abatement is not paid, a lien may be placed upon any property on which the abatement was performed and shall have priority over all other liens, except general taxes and prior special assessments. The lien may be collected by any legal means, including certification to the Chaffee County Treasurer for collection in the same manner as taxes.
- (f) Abatement action. When a nuisance has not been voluntarily abated within the time specified in the notice to abate, the Town may proceed to abate the nuisance from the property and collect the costs specified in Subsection (5) above.

Sec. 7-6. – Appeals

For Administrative abatements set forth in Section 7-5 above:

- (a) A written appeal of the determination of the existence of a nuisance may be appealed to the Town Administrator within the time set forth in the notice of abatement. The Appeal shall state the basis for the appeal and why the circumstances on the property do not constitute a nuisance.
- (b) The Town Administrator shall promptly schedule a hearing on the appeal. During the pendency of the appeal, the order to abate shall be stayed.

Sec. 7-7 to 7-9 (reserved)

Article II – Nuisances

Sec. 7-10. - Flammable Liquids: storage or parking of tank vehicles

It shall be deemed a nuisance to store or cause to be stored or parked, except for unloading, any vehicle used for the purpose of storage of flammable liquids, gases, explosives or toxicants upon any streets, ways or avenues of the Town, or any other part of the Town except those areas zoned for such use.

Sec. 7-11. - Abandoned containers

- (a) It shall be deemed a nuisance for any person to discard, abandon or leave in any place accessible to children any refrigerator, icebox, deep-freeze locker, stove, oven, trunk or any self-latching container having a capacity of one and one-half (1½) cubic feet or more, which is no longer in use, and which has not had the door removed or the hinges and such portion of the latch mechanism removed as to prevent latching or locking of the door, or to knowingly permit such a refrigerator, icebox, deep-freeze locker, stove, oven, trunk or self-latching container to remain on premises under his or her control without having the door removed or the hinges and such portion of the latch mechanism removed as to prevent latching or locking of the door.
- (b) The provisions of this Section shall not apply to any vendor or seller of refrigerators, iceboxes, deep-freeze lockers, stoves, ovens, trunks or self-latching containers, who keeps or stores them for sale purposes in a showroom or salesroom ordinarily watched or attended by sales personnel during business hours and locked to prevent entry when not open for business, or if such vendor or seller takes reasonable precaution to effectively secure the door of any such refrigerator, icebox, deep-freeze locker, stove, oven, trunk or self-latching container so as to prevent entrance by children small enough to fit therein.

Sec. 7-12. - Stagnant water, contaminated or impure wells or cisterns

- (a) Any cellar, vault, drain, sewer, pond of water, swimming pool or other place in this Town, that shall be noxious or offensive to others, or injurious to public health, through an accumulation or deposition of noxious, offensive or foul water, or other substances, or be conducive to the breeding of mosquitoes, shall be deemed a nuisance.

- (b) Any well or cistern on any property within the limits of the Town, whenever a chemical analysis or other proper test, or the location of the same shows that the water of the well or cistern is probably contaminated, impure or unwholesome, shall be deemed a nuisance.
- (c) Every person in possession of any premises or any part thereof, upon which there is located a well containing contaminated, impure or unwholesome water, shall abandon the use of the same and cause the same to be filled with earth or such other material as may be designated by the Town.

Sec 7-13. - Storage of Construction Materials

- (a) It shall be deemed a nuisance for any person to store lumber or other construction materials, construction vehicles, and/ or construction equipment on any property not associated with a permitted building project being currently undertaken on the property. except as permitted by the Town pursuant to a Construction Permit. This Section shall not apply to construction vehicles parked at the residence of the owner.
- (b) It shall be deemed a nuisance for any person to keep or store any construction materials and/or equipment, as described above, unless such materials are in an enclosed structure, covered, secured, or in some manner protected so as to prevent such materials and/or equipment from being blown, scattered about, or otherwise moved by wind, water, or other natural causes.

Sec 7-14. - Snow or Ice Deposits

- (a) It shall be deemed a nuisance for any person to deposit, cause or allow any snow or ice to be deposited on or against any fire hydrant or traffic signal control device; upon any sidewalk, street or roadway, loading and unloading area of a public transportation system, or designated emergency access, in a way that interferes with the safe and orderly flow of pedestrian or vehicular traffic, in any way obstruct or impede street or roadway drainage or is in Sight Triangle.
- (b) The owners or occupants of property abutting upon or adjacent to sidewalks within the corporate limits of the Town shall at all times keep such sidewalks free and clear of snow and ice.
- (c) In the event such owners or occupants fail to remove snow and ice from such adjacent sidewalks within twenty-four (24) hours of the accumulation, such condition shall be deemed a nuisance.

Sec 7-15. - Abandoned and Hazardous Bicycle

- (a) Every bicycle left at any place to cause an immediate safety hazard or an obstruction to entry or exit to a building or a public right-of-way shall be deemed a nuisance. If the person in possession of the bicycle is not present or is unwilling or unable to provide for its immediate removal, the Town may remove and impound the bicycle.

- (b) Every bicycle left abandoned as defined in this Chapter may be removed by Town staff and impounded.

Sec 7-16. - Airborne Nuisances

- (a) It shall be deemed a nuisance for any person to allow the emission of air contaminants and/or odors that are detrimental to the health, comfort, safety or welfare of the public, that causes or tends to cause injury or substantial annoyance, interfere with the reasonable and comfortable use and enjoyment of property, or inconvenience to persons exposed thereto or causes or tends to cause damage to property.
- (b) Any odor will be deemed to interfere with reasonable and comfortable use and enjoyment of property:
 - (1) When the air containments or odors rise above the threshold of the Air Quality Control Commission's Regulations; or
 - (2) When the Town receives five (5) or more complaints from individuals representing separate households within the Town within a twelve (24) hour period relating to a single odor description.
- (c) To be considered an odor complaint a written complaint must be received by the Town and include, in addition to the written complaint required by Section 7-4:
 - (1) Name, address and phone number of complainant.
 - (2) Time and date of call.
 - (3) Description of odor nuisance, including estimated location or source of odor, and if possible, prevailing wind or weather conditions observed.
- (d) The Town shall use reasonable efforts to investigate all complaints to verify the source of the odor.
- (e) It is an affirmative defense to the alleged violation of this Section if the air contaminant or odor was caused by a condition or breakdown of a device, facility, or process that: (1) could not have been reasonably anticipated or prevented; (2) the facility owner or operator took immediate action to eliminate the upset condition and, if necessary, repair all equipment and devices that caused or contributed to the upset condition or breakdown; (3) the facility owner or operator notified the Town about the condition or breakdown within eight (8) hours of its occurrence; and (4) the facility owner or operator provided written detailed information describing the condition or breakdown and identifying the measures taken to correct it within three (3) working days of the occurrence.
- (f) Rodeos, stock shows, tarring operations, other similar temporary events and activities of the Town are exempt from this section.

Section 7-17. - Blighted property

It shall be deemed a nuisance to cause or allow blighted property to be created or maintained in the Town.

Section 7-18. - Firewood Storage

- (a) Firewood may be stored upon residential premises solely for heating uses on the premises and not for resale. Firewood not stored in compliance with this Section shall be deemed a nuisance.
- (b) The firewood shall be prepared for use and stored in neat and secure stacks, protected from bare soil or ground on a well supported, non-rotting base.
 - (1) Firewood may be stored in the front yard on residentially zoned property for a period of seven (7) days from the date of its delivery in order to be processed and transferred to side or rear yard for permanent storage.
 - (2) All brush, debris and refuse from processing of firewood shall be promptly and properly disposed of and shall not be allowed to remain on the premises longer than seven (7) days after processing the firewood.
 - (3) Freestanding firewood stacks shall not be in excess of four (4) feet in height unless such stack is amply supported by a rack or structure designed for such storage. Where the firewood is so supported, the stack shall not be in excess of six (6) feet.
 - (4) Firewood must be stored on the owner's property.
 - (5) No firewood shall be stacked in a manner that encroaches into the public right-of-way, obstructs the view of drivers on public streets or private driveways.

Sec. 7-19. - Unlawful Disposal of Waste Materials

It shall be deemed a nuisance for any person to:

- (a) Place, deposit, abandon, or discard any waste materials on public property, Town right-of-way, alley, river, lake, stream, ditch, or the private property of others without the property owners permission;
- (b) Place, deposit, abandon, or discard within the Town limits, waste materials which were generated at a location outside the Town limits;
- (c) Bury waste materials within the Town limits; or
- (d) Discard or dump waste materials in a receptacle not designed or intended to be a refuse container.

Sec. 7-20. - Vehicles causing Litter

It shall be deemed a nuisance for any person to operate any vehicle within the Town, unless such vehicle is loaded, covered or secured so as to prevent any contents from being blown or deposited upon any street, alley or other public or private property.

Sec. 7-21. - Storage of Waste Materials

- (a) No responsible person having the control, management or ownership of any property shall maintain any property where waste materials are permitted to accumulate in any manner that:
 - (1) Becomes a nuisance;
 - (2) Interferes with the health, safety or welfare of residents in the vicinity; or
 - (3) Detracts from the aesthetic appearance, enjoyment or value of the property or any neighboring properties.
- (b) All responsible parties shall ensure that all waste materials are covered, secured, or in some manner protected so as to prevent such materials from causing a nuisance, health, safety, or sanitation hazard by reason of being blown or scattered about by wind, children, animals, or any other means of dispersal.
- (c) All responsible parties shall clean up spillage and overflows or waste materials immediately when they occur.

Sec. 7-22. - Refuse Containers

It shall be deemed a nuisance to violate any of the following:

- (a) Refuse containers must not block or interfere with public rights of way or cause a nuisance for adjacent properties.
- (b) Refuse containers with secured lids shall be used for handling, storing and disposing of waste materials to control odors, insects, rodents, animals, and other nuisance conditions.

Sec. 7-23. - Unlawful use of refuse container

It shall be unlawful for any person to intentionally or knowingly deposit, or to cause to be deposited, any waste material in a refuse container located on the property of another, or on public property, without the prior permission of the owner or person(s) in lawful possession of such refuse container.

Sec. 7-24. - Weeds

- (a) It shall be deemed a nuisance for any responsible person to permit any growth of brush, weeds or unmanaged vegetation that:
 - (1) Constitutes a nuisance by collecting trash or debris;
 - (2) Creates a fire hazard;
 - (3) Harbors wildlife or pests that are hazards to public health or safety;
 - (4) Contributes to the spread of noxious weeds as identified on Lists A and B of the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101 et seq., as may be amended;
 - (5) Is a violation of the responsible party's duty under Section 7-25; or
 - (6) Creates an environment that could be injurious the public health by providing a habitat for vermin, insects and other pests.
- (b) Growth of vegetation as an intentional nuisance is prohibited.

Sec. 7-25. - Duty of responsible party

- (a) The responsible party has a duty to ensure that all landscaping is maintained in a healthy condition.
- (b) Vegetation shall not intrude, impinge, invade or otherwise negatively adversely affect adjacent properties.
- (c) Plants which have thorns, spines or prickles shall not encroach into public sidewalk or public right-of-way.
- (d) No vegetation shall grow into the public right-of-way or private property such that it obstructs or physically interferes with a driver's view of approaching, merging, or intersecting traffic or pedestrian traffic or obstructs traffic signs and traffic control signs/devices.
- (e) All vegetation should be managed so that it does not block or obstruct any fire hydrant.
- (f) Responsible parties have a duty to clean and maintain vegetation from the rear property line to the center line of alleys.
- (g) The portion of a dedicated public right-of-way between the street and the property line excepting the sidewalk shall be landscaped and maintained by the abutting property owner. Landscaping placed in the public right-of-way shall be managed not to interfere with snow removal, water drainage, public walking, site distances, repair of utilities, or contribute to the deterioration of streets.
- (h) Turf grass shall be managed at a height of no more than twelve (12) inches.

- (i) In order to retain certain Town properties in their natural states, Town-owned parks, open space, wetlands, and riparian buffers (stream beds or banks) are exempt from vegetation height requirements. Wetlands are exempt from the requirements.
- (j) Aesthetic judgments shall not be a consideration nor play any role in determining non-compliance or compliance with this Section.

Sec 7-26. –Removal of vegetation debris

- (a) All vegetation, weeds, shrubs, trees, brush, and any part thereof from the lot upon which the plant materials have been cut shall be immediately removed from the Town or otherwise entirely destroyed by the responsible party.
- (b) No responsible parties shall allow or permit vegetation debris of any kind, including, but not limited to, weeds, grass, overgrown vegetation, dead trees, leaves, bushes or shrubbery, to be deposited into any street, gutter, curb, road, lane, cul-de-sac, highway, alley, open creek, stream, watercourse, public place, common ground or right-of-way. The responsible person(s) shall promptly dispose of debris by removal, or in such a manner as to not create a nuisance.

Sec. 7-27. - Noxious Weeds

- (a) It shall be deemed a nuisance for any person to plant or permit the spread of noxious weeds as identified on Lists A and B of the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101 et seq., as may be amended.
- (b) Every person shall destroy all noxious weeds on all lands which are under their ownership, occupation or control.

Sec. 7-28 to 7-34 (reserved)

ARTICLE III - Animals

Sec. 7-35. Definitions:

At large: when an animal is off the premises of the owner and not under effective control of that owner, his agent, servant, or competent member of his family by means of a leash, cord or chain, reasonable in length; except that, for the purposes of this definition, the "premises of the owner" shall not include common areas of multiple household dwelling units and any animal not in the effective control of its owner upon the common area of a multiple household dwelling unit or the grounds thereof, by means of a leash, cord or chain, reasonable in length, shall be deemed to be running at large.

Animal: any wild or domestic living thing that is not a human being or plant.

Domestic Animal: an animal that lives in a tame condition.

Vicious Animal: any animal that, without provocation, bites or attacks persons or other animals; approaches any person or other animal with vicious or terrorizing behavior or an apparent attitude of attack, whether or not the attack is consummated or is capable of being consummated; or has acted in a manner that causes or should cause its owner or custodian to know that the animal is potentially vicious.

Wild Animal: an animal which is not customarily domesticated and which, because of its size, disposition, or other characteristics could constitute a danger to human life or property.

Fowl: a bird of any kind.

Bee: any stage of the common domestic honey bee, including any non-Africanized bee.

Livestock: Domesticated animals raised for agricultural purposes, excluding swine.

Swine: a domesticated pig or hog.

Sec 7-36. – Animal Permits

An animal permit is required as outlined in the table below. Even with a permit, the maximum number of animals allowed may not be exceeded as described below.

Animal type	Minimum number of animals requiring a permit	Maximum number animals allowed
Horses, cattle, goats, yaks, mules, donkeys, and llamas	1	2 per 15,000 sq. feet
Bees	1 hive	4 hives
Fowl, excluding roosters	1	6 per ½ acre of property
Dogs	5	8
Any other domestic animals not named above	No permit required	10

Sec 7-37. - Permit Application and Fees

- (a) In order to obtain an animal permit, the following must be completed:
 - (1) Applications for a permit under this Article shall be made to the Town on the form(s) provided.
 - (2) If building a structure associated with an animal permit, a site plan showing the following:

- a. Property lines with dimensions.
 - b. Setbacks for animal housing structures and feeding areas. Setbacks must comply with the Dimensional Requirements in the applicable zoning district.
 - c. Existing and proposed structures with perimeter dimensions, height and square footage.
 - d. All public rights of way abutting the property.
 - e. Description of all waste locations and how waste will be handled to avoid a public nuisance.
 - f. Location of feed storage and a description of how feed will be protected from tampering by or attracting wildlife.
 - g. Clear Sight Triangle needs to be denoted.
- (c) Animal housing structures, pens, runs and feed storage larger than 200 square feet shall not be located within the front yard.
 - (d) All animal fencing, containment and housing structures shall comply with any applicable regulations governing accessory structures and building codes.
 - (e) If applicable, the permittee shall ensure all approvals from any homeowners association. Town issuance of a permit shall not be deemed to negate any homeowner's association approval.
 - (f) Except for Special Permits as provided for in Section 7-40, each permit shall be valid through the end of the calendar year in which it was issued, and no permit shall be issued absent the payment of a nonrefundable fee in an amount established by the Town. Permittees must apply for a renewal of the permit prior to the beginning of each calendar year.

Sec 7-38. - Other Standards for Domestic Animals, Fowl and Livestock

- (a) **Domestic Animals:** The number of domestic animals that a person may keep on his/her property in the Town is designated in Sec. 7-36, except that a litter of any size may be kept for a period of time not exceeding four (4) months from birth.
- (b) Running at large.
 - (1) It is unlawful for a dog owner to permit his or her dog to run at large except as set forth in Subsections (2) and (3) below. A dog shall be deemed to be running at large when off or away from the property or premises of the dog owner and not

under the direct control of the owner, a responsible member of the owner's family or an employee or agent of the owner, either by leash, rope or chain not more than twenty (20) feet in length.

- (2) Dogs shall be allowed off leash while actually working livestock, locating or retrieving wild game in season for a licensed hunter, assisting law enforcement officers or actually being trained for any of these pursuits.
 - (3) Dogs shall be allowed off leash at areas designated by the Board of Trustees by resolution.
- (c) **Swine:** It shall be unlawful for any person to keep any swine within the Town.
- (d) **Honeybees:**
- (1) Only one hive is permitted per every 1000 sq. ft. Regardless of the size of the property, no more than ~~two-four~~ (42) hives are permitted per each parcel of property.
 - (2) Hives are permitted to only have one colony each.
 - (3) Hives may not be located within 25 feet from any lot line, unless the hives satisfies subsection (6) below.
 - (4) Hives are permitted on residential property only.
 - (5) Hives shall be made of a movable frame.
 - (6) Hives that are located within twenty (20) feet of a property line shall be screened at the property line by a six (6) foot solid fence, wall or other barrier, which may be vegetative. The screen shall extend at least twenty (20) feet in both directions from the point on the property line, or lines, where the hive is the closest to the property line. Vegetative screening shall be planted or maintained so as to form a continuous, unbroken, solid screen prior to the establishment of the hive. The screened area must be in compliance with the other fence requirements set forth in Chapter 18 of this Code.
- (e) **Domestic Fowl:** Subject to the numerical limitations in Sec. 7-36, fowl may be kept on any property subject to the following restrictions:
- (1) Roosters are prohibited.
 - (2) The keeping of fowl and sale ~~or barter~~ of eggs shall be compliant with the Town's zoning regulations and any applicable state law.
 - (3) Raising of fowl for fighting purposes is prohibited.

~~(4) Fowl must be kept in enclosures or fenced areas at all times and confined to the property. During daylight hours, fowl may be allowed outside of their enclosure in a securely fenced yard but may not run at large. The securely fenced yard must include a fence of at least six (6) feet tall that is also in compliance with the other fence requirements set forth in Chapter 18 of this Code. Fowl shall be secured in an enclosure meeting the following requirements during the non-daylight hours.~~

~~(5)(4) Fowl may be used for meat consumption. Slaughtering shall be permitted on site as long as it does not pose a health, nuisance or safety risk to adjoining residents. The disposal of hens that no longer lay eggs shall occur off site.~~

Sec. 7-39. - Zoning compliance.

In addition to the requirements of this Article, the keeping of domestic animals, livestock and fowl shall comply with the Town's zoning regulations.

Sec. 7-40. - Special permits.

Permission to keep livestock and/or fowl in Town on a temporary basis, for a period not to exceed twenty-four (24) hours in duration, may be obtained without the payment of a permit fee by calling the Town during business hours on weekdays or the Police Department on weekends or holidays and requesting that such permission be given. Such permission must be obtained prior to the time when the temporary keeping is to commence and shall be in writing.

Sec 7-41. - Revocation or denial of permits.

- (a) An application for a permit under this Article may be denied or a permit under this Article may be revoked if the Town finds:
 - (1) The permitted animals present a risk to public health or safety; or
 - (2) That a violation of this Article has occurred or is ongoing or the permittee has failed to comply with terms and conditions of a currently issued or previously issued animal permit.
- (b) Denial of Application
 - (1) A written notification of a denial shall be sent via mail to the applicant explaining the reason for the denial.
 - (2) A written appeal of the denial may be made to the Town Administrator. The appeal process provides an opportunity for the applicant to raise any objections to the denial of the permit. The appeal must be requested, in writing, to the Town Administrator within 10 (ten) days after the date of denial notice. If the applicant does not desire to appear in person, statements in writing may be submitted for consideration. The Town Administrator shall promptly make a decision regarding the appeal. ~~and such decision shall be final.~~

(c) Revocation of a Permit

- (1) Revocation of a permit may only occur after written notice is mailed to the permit holder providing the basis for possible revocation. The notice should include an opportunity to request a hearing before the Town Administrator within 10 days of the date of the notice.
- (2) If no written request for a hearing is received by the Town within the time set forth herein, the Town Administrator shall render a decision on the revocation. If a request for a hearing is timely made, the Town Administrator shall promptly conduct a hearing on the revocation. After the hearing, the Town Administrator shall render a decision on the revocation. ~~Any decision of the Town Administrator shall be final.~~

Sec 7-42. - Animal Nuisances

It shall be deemed a nuisance for any person to own, keep, possess or maintain an animal in such a manner as described in this Section.

- (a) Having an animal that disturbs the rights of, threatens the safety of, injures a member of the public, or interferes with the ordinary use and enjoyment of their property.
- (b) Permitting an animal to damage the property of another.
- (c) Maintaining animals in an environment of unsanitary conditions or lack of cleanliness which results in offensive odor, is dangerous to the public health, welfare or safety, or increases transmission of disease.
- (d) Causing an airborne nuisance subject to the provisions of Sec. 7-16 of this Code.
- (e) Allowing or permitting an animal to bark, growl, whine, howl, crow, cackle, or cause noise in an excessive, continuous or untimely fashion so as to interfere with the reasonable use and enjoyment of neighboring premises.
- (f) Maintaining an animal that is diseased and dangerous to the public health.
- (g) Maintaining an animal that repeatedly chases or snaps at pedestrians, joggers, bicycles, vehicles or other animals.
- (h) Failing to remove feces deposited by any animal on any public street, sidewalk, gutter, park or other publicly owned property or private property unless the owner of the property has given permission allowing such use of the property. This subsection shall not apply to visually impaired persons who have charge, control or use of guide dogs or persons using dogs.

- (i) No owner shall permit any animal to enter or remain upon the premises of another within the Town without the consent of the person owning, occupying or lawfully in control of such premises.

Sec 7-43. - Destroying a Vicious, injured or diseased animal

- (a) Whenever any animal is so injured or diseased and is suffering, and when such animal is imminently near death, then Town law enforcement, acting in good faith, may immediately destroy such animal without the consent of the owner.
- (b) Law enforcement may destroy any animal when the animal poses immediate threat to human life.

Sec 7-44. - Vicious animals

- (a) No person shall have, keep, maintain or have in their possession or under their control any vicious animal within the Town.
- (b) In determining the viciousness of an animal, the Town or a court may take into consideration the severity of the vicious or dangerous nature of the animal, including prior history of the animal, and prior history of the owner related to animals in his or her possession.
- (c) If a court finds an animal to be vicious, the following is a non-exclusive list of sanctions that may be imposed:
 - (1) Obedience training.
 - (2) Community service work at an animal sheltering facility.
 - (3) Require a muzzle, shortened leash or other means to secure animal when off premises.
 - (4) Construct a secure enclosure to prevent escape. It shall be constructed to totally confine the animal upon the owner's property prevent contact with persons or animals owned by others.
 - (5) Removal of animal from Town limits.
 - (6) Spay or neuter the animal.
 - (7) Euthanasia of the animal.

Sec. 7-45. - Wild Animals

- (a) No person shall maintain or have in their possession or under their control any wild animals.

- (b) Sale of wild animals is prohibited. It shall be unlawful for any person, firm or corporation to sell or offer for sale any wild animal within the limits of the Town.
- (c) It shall be unlawful to intentionally feed wild animals

Sec 7-46. - Animal Cruelty

- (a) It shall be unlawful and deemed a nuisance for any person to needlessly beat, inflict violence upon, or needlessly kill, neglect, mistreat, overwork, torture or mutilate, or to otherwise treat in a cruel, dangerous or inhumane manner, any animal, or to cause or allow any of such acts to be done.
- (b) It shall be unlawful and deemed a nuisance for any person to leave an animal in an unattended vehicle either without adequate ventilation or in any manner which subjects the animal to extreme temperatures that are dangerous or detrimental to the animal's health or welfare.
- (c) It shall be unlawful and deemed a nuisance for any person having care, custody or control of any animal to fail to provide such animal with food sufficient for the species, potable water and adequate shelter from the weather, or to cause or allow any of such acts to be done.
- (d) It shall be unlawful and deemed a nuisance for any person to abandon any animal or to cause an animal to be abandoned.
- (e) It shall be unlawful and deemed a nuisance for any person to keep or cause to be kept any place where any fowls or any animals are suffered to fight upon exhibition, or for sport upon any wager.

Sec. 7-47 to 7-52 (reserved)

Article IV - Noise

Sec. 7-53. - Definitions

Plainly audible: any sound that can be detected by a person using his or her unaided hearing faculties.

Sec. 7-54. - General Provisions

- (a) It shall be a nuisance for any person to make or cause to be made any unreasonable noise. Noise shall be deemed to be unreasonable and deemed a nuisance when it disturbs, injures or endangers the peace or health of another or when it endangers the health, safety or welfare of the community.

- (b) The following acts, although not considered to be exclusive, are declared to be violations of this Article:
- (1) The use of a sound producing device in such manner or with such volume at any time and place so as to disturb, destroy or endanger the comfort, repose, or peace of other persons. Evidence of such disturbance shall be if sound producing device is plainly audible at a distance of 150 feet in any direction from the device.
 - (2) Noise produced from the excavation, erection, demolition, alteration, or repair of any buildings, structure, property or streets between the hours of 9:00 P.M. and 7:00 A.M., except as provided for below as an exemption.
 - (3) The non-emergency use of engine compression braking systems within Town limits.
 - (4) Outside musical performances at a public or private event between the hours of 10:00 P.M. and 8:00 A.M. without a special event permit by the Town expressly allowing for the performance outside of such hours.

Sec. 7-55. - Exemptions

Sounds from the following sources shall be exempt from the prohibitions specified herein:

- (a) All safety signals, alarms, warning devices or any other device used to alert persons to any emergency or used by law enforcement or emergency activities.
- (b) The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside of daytime hours.
- (c) Snow removal equipment operated within the manufacturer's specifications and in proper operating condition when being used to remove snow.
- (d) Events conducted by and on the site of a school or educational institution and municipal institutions.
- (e) Events permitted pursuant to this Article or events sponsored by the Town.
- (f) Construction or repair work which must be done to address an emergency health or safety concern and that cannot be accomplished during daytime hours and which is not work which includes normal maintenance and repair.
- (g) Locomotives, railroad equipment and aircraft which the Federal government has exclusive authority to regulate.

Sec. 7-56. - Nonresident property owner culpability

- (a) A nonresident property owner who, after notice, fails to take reasonable steps to prevent subsequent violations of this Article by the tenant shall be liable for violations of this Article.
- (b) Prior to issuing a summons and complaint to a nonresident property owner, the Town must provide written notice stating that the tenant has been issued a summons and complaint for a violation of Article, specifying the violation.

Sec. 7-57. – Enforcement

- (a) No person who has been in lawful possession of property shall knowingly permit a violation of this Article by another person on such property.
- (b) Each time an enforcement officer is called to a scene of a noise complaint shall be deemed to be a separate offense.

Sec. 7-58. - Special Permit

- (a) Any person may apply to the Town for a permit to be allowed to hold a special event that would typically violate the provisions of this Article. The applicant shall provide a list of property owners within two hundred fifty (250) feet of the site(s) where the activity is to occur. The Town shall provide at least ten (10) days written notice prior to issuing the permit to the property owners and residents within two hundred fifty (250) feet.
- (b) For good cause shown, including without limitation, the likelihood of disturbance to nearby property owners and past Code violations of the applicant, the Town Administrator may either grant or deny the permit.
- (c) If the permit is granted, Town Administrator may impose conditions on it.
- (d) An applicant may appeal the decision of the Town Administrator to the deny the permit to the Board of Trustees in writing within five days of the Town Administrator's decision; provided there is a regularly scheduled Board of Trustees' meeting prior the event. Otherwise, there shall be no right of administrative appeal of the Town Administrator's decision.

TOWN OF BUENA VISTA, COLORADO
ORDINANCE NO. _
(SERIES OF 2016)

**AN ORDINANCE OF THE TOWN OF BUENA VISTA, COLORADO,
AMENDING CERTAIN SECTIONS OF CHAPTERS 16 AND 18 OF THE
BUENA VISTA MUNICIPAL CODE REGARDING THE OCCUPANCY,
PARKING, AND STORAGE OF RECREATIONAL VEHICLES;
CAMPING ON PRIVATE PROPERTY AND STORAGE OF TRAILERS**

WHEREAS, the use of recreational vehicles for both temporary and permanent occupancy raises issues associated with the safety and health of those individuals residing in them;

WHEREAS, permitting long term residency in a recreational vehicle may have an adverse effect on the health, safety and welfare of those residing in permanent dwellings near the recreational vehicle;

WHEREAS, the Town desires to define when a recreational vehicle may be used as a temporary dwelling; and

WHEREAS, the Town also desires to address the parking and storage of unoccupied recreational vehicles and trailers and camping on private property to protect the health, safety and welfare for the citizens of the Town.

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

Section 1. Section 16-4 of the Buena Vista Municipal Code is hereby amended by the addition of the following definitions:

Recreational Vehicle (RV) means a vehicular or portable unit mounted on a chassis and wheels, which either has its own motive power or is mounted on, in, or drawn by another vehicle, including but not limited to travel coaches, fifth wheel trailers, pop-up trailers, bed mounted truck campers, camping trailers, or motor homes. A recreational vehicle is not designed or intended for use as a permanent dwelling or sleeping place, but is to provide temporary living quarters associated with recreation, camping, or travel.

Trailer means any wheeled vehicle, without motive power, which is designed to be drawn by a motor vehicle and to carry its cargo load wholly upon its own structure and that is generally and commonly used to carry and transport property over the public highways or streets, and shall not include any vehicle or structure intended for human habitation.

Section 2. The definition of “Mobile Home” in Section 16-4 of the Buena Vista Municipal Code is hereby amended as follows:

Mobile home means a single-family dwelling unit with a living area of at least 500 square feet or more, partially or entirely manufactured in a factory, built on a permanent chassis, and designed to be transported on streets to the place where it is to be occupied as a

dwelling unit and built prior to the adoption of the National Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. sec. 5401 *et seq.*

Section 3. Section 16-4 of the Buena Vista Municipal Code is hereby amended by the deletion of the definition of travel trailer.

Section 4. Section 16-249 of the Buena Vista Municipal Code is hereby repealed and reinstated to read as follows:

Section 16-249. - Recreational Vehicles

(a) For purposes of this Section, the term “parcel” shall mean property under common ownership, regardless of whether the property consists of more than a single lot or parcel. For example, if a residential structure is built over more than a single subdivided lot or if there are other immediately adjacent lots owned by the same owner of the lot where the RV will be parked, these lots shall be considered a single parcel for purposes of this Section.

~~(a)~~(b) The use of RVs as temporary dwellings on commercial or industrial properties is prohibited. For purposes of this prohibition, the term “commercial or industrial property/ies” shall mean property zoned for commercial or industrial uses, or if also zoned for residential uses (such as the B-1 OT mixed use designation), a parcel of property, any portion of which is being used for commercial or industrial purposes.

~~(b)~~(c) In any zone district, on ~~properties~~ parcels used for residential purposes, an RV may only be used for temporary dwelling in accordance with this Section.

(1) An RV may be used as a temporary dwelling for guests of the owner or occupant of the ~~property~~ parcel on which the RV is located if a permit is obtained from the Town. The permit must be obtained prior to the occupancy of the RV. Only three permits may be issued to an owner or occupant per calendar year and the owner or occupant must apply for the permit. Each such permit shall be for specifically designated days. A permit must be issued for consecutive days, and may not exceed ~~may be issued for any length of time but no more than~~ fourteen (14) consecutive days. ~~Once an RV has been issued a permit under this subsection, it may not be issued another permit under this subsection within the same calendar, regardless of whether the RV moves locations.~~

(2) The Board may permit occupancy of RVs for certain holidays, festivals or events without a permit and these days shall not ~~be included in the count towards the~~ fourteen (14) day maximum time limit set forth in subsection (1) above, provided the limitations on the number of RVs permitted on a parcel may not be altered.

(3) Permits shall be displayed on the RV and be clearly visible from the adjacent right of way.

- (4) Only one (1) RV at a time may be parked ~~for~~ as a temporary dwelling under this Section on a ~~lot or~~ parcel. However, if more than one permanent dwelling unit exists on a ~~single lot or parcel~~ parcel of property, no more than two (2) RVs may be used as temporary dwellings on that ~~lot or~~ parcel at the same time.
- (5) It is unlawful to use an RV as a temporary dwelling on public property, public right of way or railroad right of way. The public right of way shall include the full width of the right of way which may be beyond the visible road surface.
- (6) No electrical cords, extension cords, hose, cables, or any type of public service or utility connections may be made across or be extended across any public or railroad right of way or public property.
- (7) No connections are permitted between a recreational vehicle and any public or private sewer or septic system, unless at a designated RV dump station.
- (8) Discharge or grey water or sewage onto the ground is prohibited.

~~(e)~~(d) In any zone district, an RV, which is unoccupied, may be parked and stored in accordance with this Section.

- (1) RVs may only be parked or stored on public property or in the public right of way for a period not to exceed 72 hours, regardless of whether the owner of the RV is also the owner or occupant of the abutting property. The fact that the RV is moved along the same right of way, moved for the primary purpose of avoiding the 72 hour limitation, or moved away for any period of fewer than 24 hours, shall be ignored in determining whether or not an RV has remained parked for 72 hours or more.
- (2) Notwithstanding any other provision of this Section, an RV may not be parked or stored in any manner that constitutes a public safety issue, including without limitation by blocking vehicular sight lines or creating unsanitary conditions.
- (3) RVs may not be parked or stored in the railroad right of way, except that an RV may be parked in any designated public parking lot subject to the same restrictions on any other vehicle.
- (4) Any RV parked or stored on a public right of way for longer than 72 hours pursuant to this subsection or parked or stored in the railroad right of way in violation of this Section shall be considered abandoned pursuant to this Code.
- (5) Only one (1) RV may be parked or stored on ~~private property~~ a parcel at any given time; provided that additional RVs may be stored on a parcel in substitution for trailers permitted to be stored under Section 16-249.2.

Private property shall not include the public right of way beyond the visible road surface. The RV may not be parked or extend onto the sidewalk, curb and/or gutter.

- (6) A parked or stored RV may not be used for business operations, except as permitted through a Temporary Use or Temporary Vendor Permit, or the storage of waste materials.
- (7) The parked RV must be operable and maintained as not to create a nuisance.

~~(d)~~(e) It shall be prima face evidence that an RV is being occupied as a dwelling if any of the following are present:

- (1) The use of any slide-out components of the RV;
- (2) The use of awnings attached to the RV;
- (3) Visible electric cords connected to the RV; or
- (4) Visible water and/or wastewater lines connected to the RV.

~~(e)~~(f) Any permit issued under this Section shall be approved by the Town Administrator or designee.

Section 5. Chapter 16 of the Buena Vista Municipal Code is hereby amended by the addition of the following new subsections:

Section 16-249.1 - Tent Camping on Private Property

Tent camping on private property is permitted for periods of no more than ~~seven~~ fourteen ~~(14) consecutive total~~ days during any sixty (60) day period.

Section 16-249.2 - Trailers

- (a) Trailers may not be parked or stored, unattached to a vehicle, on public property or in the public right of way for a period longer than ~~seven (-7)~~ days, regardless of whether the owner of the trailer is also the owner or occupant of the abutting property. The fact that the trailer is moved along the same right of way or is moved away for any period of fewer than 24 hours, shall be ignored in determining whether or not a trailer has remained parked for more than ~~seven (7)~~ 7-days.
- (b) A trailer may not be parked or stored in any manner that constitutes a public safety issue.
- (c) Any trailer left in the public right of way for more than ~~seven (7)~~ 7-days pursuant to this subsection or located in the railroad right of way for any period of time shall be considered abandoned pursuant to this Code.
- (d) Trailers may not be parked or stored in the railroad right of way, except that a trailer

may be parked in any designated public parking lot subject to the same restrictions any other vehicle. Trailers may be parked in a designated public parking lot for a longer period if permitted by the Town pursuant to Sec. 7-13 of this Code.

- (e) Trailers may be parked or stored on private property. For a single lot or parcel one-quarter acre in size or less, only one (1) trailer may be parked or stored. For a single lot or parcel over one-quarter acre, no more than two (2) trailers may be parked or stored at any given time. Private property shall not include the public right of way beyond the visible road surface.

Section 6. Section 18-163 of the Buena Vista Municipal Code is hereby amended as follows:

Recreational Vehicle has the same meaning as in Chapter 16 of this Code.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this ____ day of _____, 2016.

THIS ORDINANCE SHALL BECOME EFFECTIVE THIRTY DAYS FROM PUBLICATION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Mayor, Joel Benson

ATTEST:

Janell Sciacca, Town Clerk

(SEAL)



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

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

AGENDA ITEM: Should the Board of Trustees approve adoption of Resolution #63 “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE TOWN OF BUENA VISTA FEE SCHEDULE.”?

Request

A request is being made to amend the fee schedule to include fees for false alarms for the fire department, entertainment district applications, camping permits, downtown parklet patio parking space leases, water fill station/bulk water rates, and accessory dwelling unit water tap fees.

Overview

The board has adopted a few new policies in 2016 and staff has completed a few projects that require amendments to the 2016 fee schedule. Staff has provided a list of new policies and/or updates to existing policies and corresponding fees that are required.

Analysis

Camping permits – The town is updating the Municipal Code to include limited tent camping on private property that is permitted. The permit for tent camping is \$10 for two weeks or 14 days.

False alarms – Various hotels in town continue to have issues with false fire alarms that go off due to equipment failure or lack of an incentive to fix bad fire alarm systems. False alarms cost the town money, time and prevent the fire department from responding to real emergencies. To provide an incentive to fix bad equipment the fire department is proposing a 4th false alarm fine of \$500 that maxes out \$1,000 after the 5th false alarm.

Entertainment district – The board recently approved an ordinance to create an entertainment district in the downtown. The proposed application fees reflect the fees that the City of Salida instituted. The initial application fee is \$500 with an annual recertification fee of \$250. The common consumption fee is \$100. The affiliated promotional association required by the state is responsible for the application and related fees.

Water fill station/bulk water sales – The town recently completed the installation of a water fill station at public works. The proposed fee is \$4.25 per 1,000 gallons of portion thereof. The current rate is not formal and is based on an honor system.

ADU tap fees – Staff is proposing to officially document the tap fee associated with an accessory dwelling unit. To provide an incentive for more ADU construction in town and to make it affordable, the proposed fee is ¼ of a primary building tap fee.

Policy Alignment

Amending the fee schedule aligns with the financial policies approved by the board. Fees levied by the town should pay for the cost of service and encourage the behaviors and outcomes that the community, board and staff want to see. The proposed fee amendments are consistent with the communities desire to encourage affordable development, support economic vitality, improve our water accountability, and support the recreational culture in Buena Vista.

BOT Action

Motion to **Approve** or **Deny** adoption of Resolution #63 "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE TOWN OF BUENA VISTA FEE SCHEDULE."?

TOWN OF BUENA VISTA, COLORADO

**RESOLUTION NO.63
Series of 2016**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, AMENDING THE TOWN OF BUENA VISTA 2016 FEE SCHEDULE.

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

WHEREAS, the Board of Trustees at their regular meeting on December 8, 2015, reviewed the adopted the 2016 Fee Schedule as prepared by staff; and

WHEREAS, Town Staff has reviewed current services and fees and is making a recommendation to the Board of Trustees to amend the 2016 Fee Schedule;

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

RESOLVED, APPROVED, and ADOPTED this 28th day of June, 2016.

TOWN OF BUENA VISTA, COLORADO

(Seal)

Joel Benson, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Town of Buena Vista

Employee Handbook

Effective Date:

Adopted by Resolution:

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ABOUT THE EMPLOYEE HANDBOOK

IMPORTANT INFORMATION

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE TOWN OF BUENA VISTA (TOWN) AND PROVIDE SOME INFORMATION ABOUT WORKING FOR THE TOWN. THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES. THIS EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS.

EMPLOYMENT WITH THE TOWN OF BUENA VISTA IS AT-WILL. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE TOWN HAS THE SAME RIGHT. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE MAYOR ACTING ON THE DIRECTION OF THE BOARD OF TRUSTEES, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE MAYOR AND THE EMPLOYEE AS APPROVED BY RESOLUTION OF THE BOARD OF TRUSTEES.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES WHO HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE HUMAN RESOURCES DEPARTMENT. IN ADDITION, THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE TOWN THEREFORE, RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.

Town of Buena Vista

Introduction to the Town

The Ute Indians were the original residents of the Upper Arkansas Valley, a nomadic people living in the area as early as the 15th century. Trappers and explorers arrived by 1725. After the discovery of gold near Denver in the 1860s, settlers headed for Buena Vista and the hills to the west.

The Town of Buena was first called Cottonwood and then Mahonville, after the Mahon Family who were early settlers. Alsina Dearheimer, a local woman of German descent, is credited with giving Buena Vista its name, along with its non-Spanish pronunciation of "Byoona- Vista."

Buena Vista was incorporated as a town on November 8, 1879. In 1880, a vote was taken to have the county seat moved from Granite to Buena Vista. Although Buena Vista won the majority of the votes, with the help of Nathrop, Granite would not release the county records. With a pluckiness that characterizes even current residents of the town, a group of men from Buena Vista confiscated a railroad flatcar and engine and headed to Granite late one night. They broke into Granite's courthouse, removed all the records they could find, and headed back to Buena Vista. The next morning, courthouse officials had to come to Buena Vista to conduct business. By 1928, Salida out-populated and out-voted Buena Vista to move the County seat there.

Between 1880 and 1885, three railroads reached Buena Vista: the Denver, South Park and Pacific, the Denver & Rio Grande and the Midland. By 1888, Buena Vista had electricity, generated by a hydroelectric plant along the Arkansas River; telephone service arrived in 1893. For a time in the early 1900s, Buena Vista was the head lettuce capital of the United States, as farmers at the peak of production could make up to \$500 per acre for the crop, and the availability of ice from Ice Lake made for easy shipping by boxcar. The town's "Buena Kist" lettuce was very popular in Pueblo and Denver, and the lettuce business boomed until 1948, when refrigerated railroad cars gave West Coast competitors the same advantage as Ice Lake gave Buena Vista. In 1922, Head Lettuce Day was first celebrated in honor of a successful growing season. Over the years, the event grew to two days and became the Collegiate Peaks Stampede Rodeo, still one of the best small-town rodeos in the west.

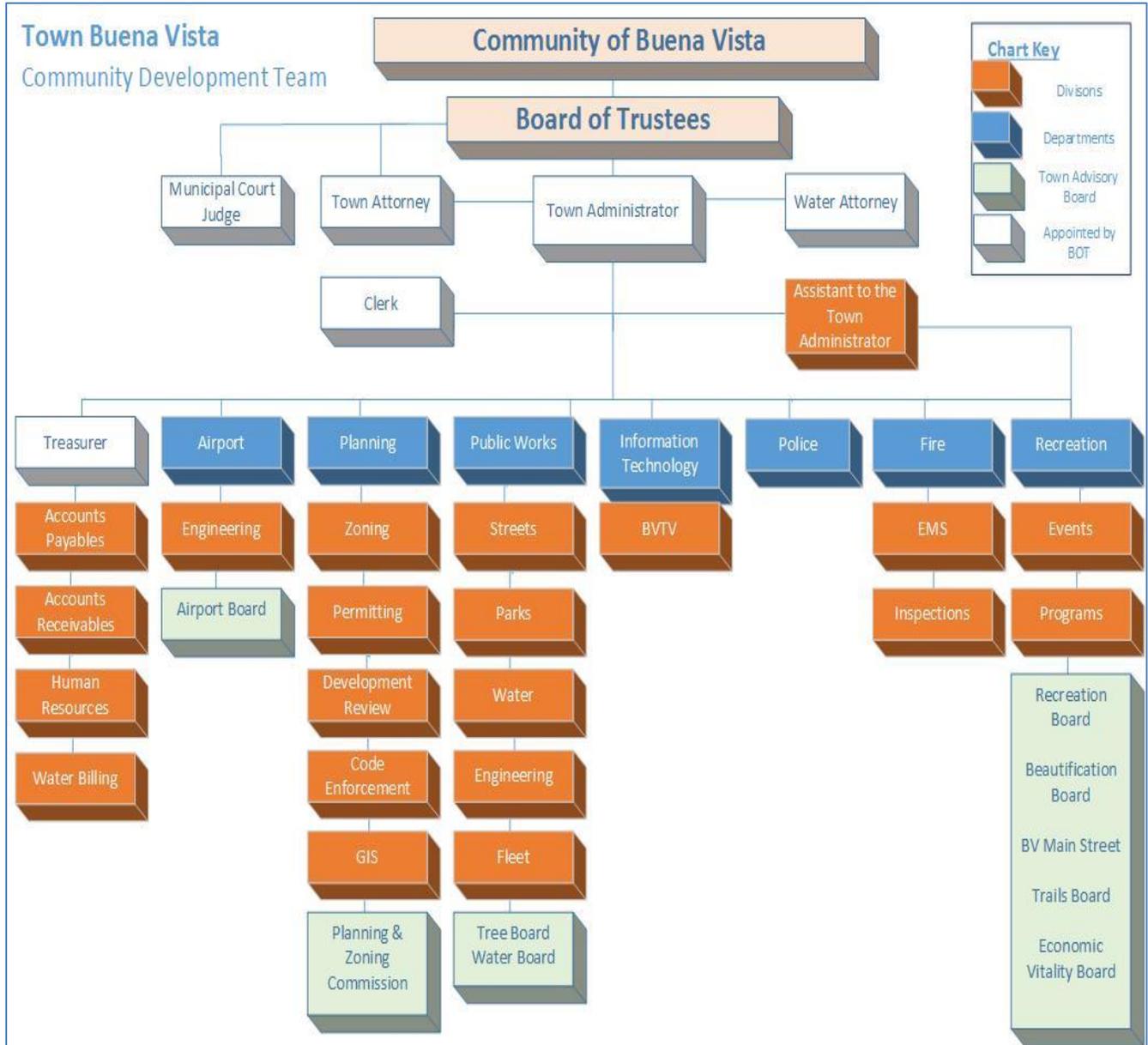
The primary charge of the Town organization is to provide services to the citizens of the community in a cost-effective and positive manner. The Town provides many services ranging from public works, utilities, and public safety to other services such as community development, building inspection, finance, parks, recreation and administration.

The Town of Buena Vista believes that it is important to develop and maintain positive community relations. This is the collective and individual responsibility of all employees regardless of position within the organization. As a representative and valuable asset of the organization, the Town depends on each employee to take pride in contributing and providing services in a quality and professional manner.

The quality of life in Buena Vista and the surrounding community depends upon the range of services provided by the Town and the quality of the Town's services depends upon how well each employee performs his/her job.

Organization Mission Statement & Structure

To serve and respect the vision of the citizens of Buena Vista and create a work life balance environment and strive for professional excellence.



A DEFINITIONS

Definitions for terms used in this handbook are as follows:

1. ADA, or Americans with Disabilities Act means the Americans with Disabilities Act, 42 U.S.C. 120101 *et seq.*, as may be amended.
2. Base Pay means the regular rate of pay an employee receives in a pay period without regard to any overtime hours or compensation.
3. Employee means a person employed by the Town who receives wages for work performed, excluding elected officials. Employee also includes certain Town officers other than the Town Attorney(s) and Municipal Judge.
4. FLSA or Fair Labor Standards Act means the Fair labor Standards Act, 29 U.S.C. 201 *et seq.*, as may be amended.
5. FMLA or Family Medical Leave Act means the Family and Medical Leave Act, 29 U.S.C. 825, *et seq.*, as may be amended.
6. Human Resources Department means any person designated as such.
7. Immediate family means an employee's spouse or significant other, parents, children, sisters, brothers, grandparents, and grandchildren and the parents, spouses, life partners, children, sisters, brothers, grandparents and grandchildren of the employee's spouse or significant other.
8. Salary employee means any employee who is paid a set amount for work performed rather than paid for each hour worked. Any employee category listed above can be paid on a salary basis.
9. Old Accrued Sick Leave (OASL) means sick leave that has accrued and was unused as of 3/2/2012.
10. New Accrued Sick Leave (NASL) means sick leave that has accrued and was unused after 3/2/2012.

B. EMPLOYEE CONDUCT AND WORK PLACE ENVIRONMENT

1. Equal Employment Opportunity (EEO)

The Town is dedicated to the principles of equal employment opportunity and prohibits unlawful discrimination against applicants or employees on the basis of age (40 and over), race, sex, color, religion, national origin, disability, sexual orientation, pregnancy, genetic information, or any other applicable status protected by applicable law. The prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct, which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees and non-employees such as customers, vendors, consultants.

2. ADA and Religious Accommodation

The Town will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the Town. Employees needing such accommodation are instructed to contact their supervisor or the Human Resources Department immediately.

3. Sexual Harassment

- a. The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:
 - i. Submission to such conduct is made explicitly or implicitly a term or condition of employment;
 - ii. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - iii. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- b. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:
 - i. Written form, such as cartoons, posters, calendars, notes, letters, texts, e-mails or photographs.
 - ii. Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, or repeated unwanted requests for dates.
 - iii. Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

4. Complaint Procedure

If an employee believes there has been an action constituting harassment or discrimination, that employee should use the following complaint procedure. The Town expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

- a. The employee should report the incident to the Human Resource Department or the Town Administrator, who will initiate an investigation. The complaint will be kept as confidential as

practicable. If the Town Administrator is involved in the incident, the incident should be reported to the Mayor.

- b. The Town prohibits retaliation against an employee for filing a complaint under this Section or for assisting in a complaint investigation. If an employee perceives retaliation for making a complaint or your participation in the investigation, that employee shall follow the complaint procedure outlined above in reporting the retaliation.
- c. If the Town determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

5. Violence in the Work Place

Employees must not engage in intimidation, threats, hostile behaviors, physical/verbal abuse, vandalism, arson, sabotage, or the use of dangerous and deadly weapons or carrying dangerous or deadly weapons onto Town property except as otherwise allowed as a requirement of the job.

Examples include, but are not limited to:

- Jokes or comments regarding violent acts, which are reasonably perceived to be a threat of imminent harm;
- Physical assaults or threats of physical assault, whether made in person or by other means such as in writing, by phone, fax or e-mail;
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a manager, supervisor, or co-worker;
- Possession of firearms or any other lethal weapon on Town property, in any Town owned facility, or at a work-related function. Police officers who are on duty and carry a weapon as a requirement of their job are excluded from this section only; or
- Any other conduct or act which management believes represents an imminent or potential danger to work place safety/security.

6. Nepotism and Employee Relationships

- a. The Town does not prohibit immediate family members from being employed with the Town, except as otherwise stated in this Section.
- b. Immediate family will not be employed in full-time or part time positions where:
 - i. One relative would directly or indirectly supervise an immediate family member or person they plan to marry,
 - ii. One relative would be responsible for auditing, verifying, receiving, or be entrusted with moneys received or handled by an immediate family member or person they plan to marry, or
 - iii. One relative would have access to the employer's confidential information, including payroll and personnel records when their immediate family member or person they plan to marry is also an employee.

- c. Other types of personal relationships may also arise between employees, including continuing relationships of a romantic or intimate nature. These personal relationships may result in a conflict of interest for the employees, negatively influence the way the employees perform their job functions or negatively affect other employees. The Town reserves the right to take prompt action if an actual or potential conflict of interest arises concerning employees who engage in a relationship covered by this policy that may affect terms and conditions of employment. Employees in these types of relationships are restricted as follows:
 - i. They may not, directly or indirectly, exercise supervisory, appointment or disciplinary authority over one another.
 - ii. They shall not audit, verify, receive, or be entrusted with moneys received or handled by one another.
 - iii. They shall not have access to employer's confidential information, including payroll and personnel records.
- d. **Employee Conduct**
 - i. During working hours and/or in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or overall productivity.
 - ii. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on City premises, whether during working hours or not.
 - iii. Employees who allow personal relationships with other employees to adversely affect the work environment will be subject to appropriate corrective action and/or discipline.
- e. **Procedure**
 - i. Any employee who is involved in the type of relationship covered by this Policy shall immediately disclose the existence of the relationship to the Human Resources Department. This disclosure will enable the Town to determine whether the relationship triggers one of the restrictions listed in this Policy. Failure to disclose a relationship under this Policy may be grounds for disciplinary action. Town staff, whether or not involved in the relationship, who believe they have been, or are being adversely affected by other employees' personal relationship, are encouraged to contact the Human Resources Department.
 - ii. Once a relationship is identified that is subject to the restrictions above, the Town will work with the employees to consider options for resolving the problem, such as a transfer to another position or department. If no decision is made within thirty calendar days, the Town will determine who is to be transferred, or, if necessary, terminated from employment.

7. Orientation

In an effort to insure a smooth transition to employment with the Town, all newly hired employees will participate in an orientation. Orientation is the joint responsibility of the new employee's supervisor and the Human Resources Department. The Human Resources Department will be responsible for providing new employees with the New Employee Orientation Handbook.

8. Drug-Free Workplace Policy

- a. The Town is committed to complying with the requirements of the federal Drug Free Workplace Act of 1988. In order to provide a drug-free workplace, the Town strictly prohibits the

manufacture, distribution, possession or use of controlled substances or alcohol by employees while working or while on Town property. Furthermore, working after the use of alcohol and/or controlled substances is prohibited. For purposes of this Policy, marijuana and marijuana based products shall constitute a controlled substance under this policy.

- b. Violations of this policy may subject employees to appropriate disciplinary action, up to and including termination.
- c. Employees are required to notify their supervisor or the Human Resources Department of any criminal drug conviction no later than five (5) days of such conviction.
- d. If an employee is in possession and using prescription medication, the employee shall consult with the prescribing physician to ascertain whether the drug may interfere with the same performance of the employee's job duties. If the medication will not interfere, the employee shall obtain such a determination in writing from the prescribing physician and produce it to the Town if required. If the medication will interfere with the employee's job duties or cause a safety risk to other employees or the public, the employee shall notify the Town of the inability of work.

9. Drug and Alcohol Testing Policy

- a. Testing Procedures. The Town uses the following types of testing to accomplish the above objectives:
 - i. Pre-employment Testing. All prospective employees who have been presented with a conditional offer of employment with the Town for safety sensitive positions and positions requiring a Commercial Driver's License are tested to determine the presence of drugs and/or alcohol in their systems.
 - ii. Post-accident Testing. Post-accident testing is testing that is required following certain events such as vehicular accidents. Post-accident testing occurs when an accident involves a death or serious bodily injury, the Town employee receives a citation, or one or more vehicles require towing. Any employee, who leaves the scene of an accident for any reason other than to comply with the instructions of a law enforcement officer or to be tested subject to this Handbook, may be subject the employee to disciplinary action.
 - iii. Random Testing. Random testing is periodic testing for all employees conducted in compliance with a statistically valid neutral selection process. Random testing is applicable to employees who hold a Commercial Driver's License and employees in safety sensitive positions only. In the event that more than one department is subject to random testing, CDL requirements state that selection on a random basis must be made separately for each group.
 - iv. Reasonable Suspicion Testing. Reasonable suspicion testing is done only after an observer makes the determination that the on-duty behaviors and condition of an employee under all the circumstances present reasonable grounds to believe that the employee is currently impaired by possible use of controlled substances and/or alcohol on the job.
 - v. A positive test is any drug or alcohol test result that shows the probable presence of drugs or alcohol in the individual's system. At or shortly after the time of the test, an employee shall be given an opportunity to present documentation for prescription drugs or to identify any nonprescription drugs or substances that the employee may be taking. Prescriptions must be obtained on or before the date of the drug test. Adulterated and/or tampered samples shall be considered a positive drug test and treated as such.
 - vi. Refusal to submit to testing shall be deemed a positive test and subject the employee to disciplinary action.

10. Town Vehicle Policy

a. General Vehicle Use

- i. Town vehicles may only be used for Town business. Passengers shall be limited to Town employees and individuals who are directly associated with Town work activity (committee members, consultants, contractors, etc.). Family members shall not be transported in Town vehicles unless they fall into one of the above mentioned categories.
- ii. The Town shall not be liable for the loss or damage of any personal property transported in the vehicle. Employees are expected to immediately report any malfunction or damage to their supervisor.
- iii. Employees who incur parking or other fines in Town vehicles will be personally responsible for payment of such fines unless the Town Administrator determines otherwise.
- iv. Employees who are issued citations for any offense while using a Town vehicle must notify their supervisor immediately when practicable, but in no case later than the next business day. Failure to provide such notice may be grounds for disciplinary action.
- v. An employee who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in their personal vehicle or in a Town vehicle, shall notify their supervisor immediately when practicable, but in no case later than the next business day. Conviction for such an offense may be grounds for loss of Town vehicle privileges and/or further disciplinary action.

b. Operation and Maintenance of Vehicles

All employees are required to adhere to the following minimum rules of operation of Town vehicles:

- i. Speed limits shall be strictly observed, except for emergency vehicles.
- ii. Have a valid Colorado driver's license.
- iii. Safety restraints (seat belts, shoulder harness, and other restraints) should be worn at all times vehicle is in motion, by driver and all passengers.
- iv. All traffic, driving, and road regulations are to be strictly observed.
- v. Use of controlled substances and/or alcohol is strictly prohibited. Use of prescription medication that may interfere with effective and safe operation of a vehicle is also strictly prohibited.
- vi. Shared vehicles shall not be returned with an empty gas tank.
- vii. Vehicles shall be kept clean. Do not leave trash, refuse or other items in the vehicles.
- viii. Maintenance responsibilities are assigned to Public Works.

c. Reporting of Accidents

Whenever a Town vehicle is involved in an accident or subject to damage, or in the event an employee's personal vehicle is damaged during an approved work-related trip, the employee operating the vehicle is required to notify their supervisor immediately. When the estimated

damage exceeds \$1,000, an Accident/Incident report shall be filed with the appropriate police department.

d. Expense Reimbursement – Personal Vehicles

When an employee is authorized to use a personal automobile for work-related travel, they shall be reimbursed at the Standard Mileage Rate established annually by the Internal Revenue Service. The Town retains the right to require employees who are reimbursed for such travel to show proof of the following minimum levels of insurance coverage: Bodily Injury coverage of \$100,000/\$300,000 and Property Damage coverage of \$25,000. In order to be reimbursed for personal automobile use, employees must complete a Travel Reimbursement Form.

e. Special Circumstances

This policy is intended to provide a basic framework governing the use of personal and municipal vehicles in the Town of Buena Vista, and as such cannot contain procedures governing every situation that might arise. Employees seeking clarification of or exemption from the provisions of this policy should contact the Town Administrator, who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

Please see the full Town Fleet Safety Manual for the full Town Vehicle policy.

11. Appearance and Dress

The Town strives to maintain a workplace environment that is well functioning and free from unnecessary distractions and annoyances. As part of that effort, the Town requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed.

- a. All Town employees are expected to present a professional, businesslike image to visitors and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment.
- b. Supervisors should communicate any department-specific workplace attire and grooming guidelines to staff members during new-hire orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the immediate supervisor.
- c. Employees may wear "casual" attire on Fridays of each week, except during the specified events when casual days may be suspended. "Casual" attire does not mean that employees may look sloppy or unprofessional. All employees shall look professional at all times.

12. Attendance

- a. Regular and prompt attendance is one of the Town's basic requirements for employees. Employees' presence on the job is an essential function of their position.
- b. Each employee shall notify their supervisor if they are unable to report for work on time or if they must be absent for any reason. If the employee cannot reach their immediate supervisor, the department's administrative assistant shall be called. Voicemail messages are not an acceptable substitute for talking to the supervisor, but should be left as a backup if necessary. Email is notification is acceptable. The failure to call in when absent for three consecutive days is considered job abandonment and may result in termination.

13. Conflicts of Interest and Standards of Conduct

- a. Employees must conduct themselves in an ethical and honorable manner. An employee is prohibited from engaging in any activity, practice, or act which conflicts, or is perceived to conflict, with the interests of the Town or its citizens. Any situations that create an actual conflict of interest or an ethical dilemma, or even the appearance of such a conflict, must be disclosed on the Employee Conflict of Interest Disclosure Form and filed with the Town Administrator. The employee must avoid acting in any official capacity related to the identified conflict. An example would be where an employee's relative operates a business that provides services or goods to the Town.
- b. To avoid conflicts of interest and protect the integrity of the Town, caution must be used when accepting solicitations. Employees may not for themselves or their family solicit, accept or receive the following from anyone doing business with the Town or who lives, or owns property or has a business interest in the Town: money in any amount, meals or gifts valued at over \$25, loans, release of indebtedness, rewards, favors, services, use of equipment, travel, entertainment, special discounts, gains of any property, or promises or negotiations of future employment.
- c. Exclusions:

The following exceptions must be carefully evaluated before being accepted by any employee:

 - i. Any gift, favor, service or other item that is received by the employee in their personal life and is unrelated to their employment with the Town, including such matters as inheritances, scholarships, personal items and gifts from family and friends.
 - ii. An unsolicited, occasional gift or tokens with a value of \$25 or less.
 - iii. An award, publicly presented, in recognition of public service.
 - iv. Reasonable expenses paid by professional organizations or businesses, not doing business with the Town, for attendance at a convention, fact-finding mission or trip, or other meeting or event if you are specifically representing the Town.
 - v. Items that are similarly available to all employees of the Town or to the general public.
 - vi. Admissions to and the cost of food or beverages consumed at a reception, meal or meeting attended by an employee in their official capacity.
 - vii. Donations from Town employees or the public in the form of sick leave or charity donations to ameliorate a medical or other emergency.
 - viii. Gifts of food from Town vendors that are made available to all employees within a particular division or department.
 - ix. Gifts and awards that are purchased by the Town.
- d. Each department may, with the approval of the Town Administrator, expand the Standards of Conduct to address department-specific issues in their department Standard Operating Procedures.
- e. Professional employees are expected to maintain an active membership in a relevant professional organization and to abide by the Code of Ethics published by that organization. Copies of that code must be sent to Human Resources and updated as required.

14. Smoke-free Workplace

Smoking is prohibited in Town vehicles, in Town buildings, and within 15 feet of a public entrance to Town buildings. This restriction applies to all employees and visitors. Employees are not entitled to smoking breaks.

15. Confidential Information

- a. Records that contain personal, employee, applicant, or customer information are confidential information that employees are responsible to protect and keep confidential. Federal and state laws protect that confidential information from disclosure. In addition, attorney client communications may also be confidential information that is maintained in a secure manner to prevent disclosure.
- b. Employees must maintain controls that protect confidential information from disclosure. Each employee should understand what information they work with is public information and what is confidential so that they can properly perform their job duties.

16. Use of Communication Systems

- a. Communication Systems
 - i. The Town's computer network, access to internet, email and voice mail systems are business tools intended for employees to use in performing their job duties. Therefore, all documents and files are the property of the Town. All information regarding access to the Town's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential Town information and may not be disclosed to non-Town personnel.
 - ii. All computer files, documents, and software created or stored on the Town's computer systems are subject to review and inspection at any time. In this regard, employees should not assume that any such information is confidential, including e-mail either sent or received. Computer equipment should not be removed from the Town premises without written approval from a department head. Upon separation of employment, all communication tools must be returned to the Town.
- b. Personal Use of the Internet
 - i. Some employees need to access information through the internet in order to do their job. Use of the internet is for business purposes during the time employees are working. Personal use of the internet should not be on business time, but rather before or after work or during breaks or lunch period.
 - ii. Regardless, the Town prohibits the display, transmittal, or downloading of material that is in violation of Town guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory or otherwise unlawful at any time.
- c. Software and Copyright
 - i. Employees may not copy or use any software, images, music or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees must comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on computers housed in Town facilities.
 - ii. Only software authorized by the Town may be downloaded to Town computers. A list of authorized software will be maintained by the Town's IT department/staff.

d. Unauthorized Use

Employees may not attempt to gain access to another employee's personal file or e-mail messages or send a message under someone else's name without the latter's express permission. Employees are strictly prohibited from using the communication systems in ways that management deems to be inappropriate. If you have any question whether your behavior would constitute unauthorized use, contact your immediate supervisor before engaging in such conduct.

e. Email

Electronic mail is to be used for business purposes. While personal email is permitted, it is to be kept to a minimum and should be done using a personal email account, not the Town account. Personal electronic mail should be brief and sent or received as seldom as possible. No one may solicit, promote, or advertise any outside organization, product or service through the use of electronic mail or anywhere else on Town premises at any time. Management may monitor email from time to time in response to complaints or as part of an employee's performance evaluation. Employees' correspondence on email may be a public record under the public records law and may be subject to public inspection.

f. Voice Mail

The Town voice mail system is intended for transmitting business-related information. Although the Town does not monitor voice messages as a routine matter, the Town reserves the right to access and disclose all messages sent over the voice mail systems for any purpose. Employees must use judgment and discretion in their personal use of voice mail and must keep such use to a minimum.

g. Telephones/Mobile Phones

- i. Personal telephone calls, including those made with mobile phones or any other personal mobile communication device, must be minimal and not interfere with employees' performance of their jobs. Personal use of the Town telephones for long distance is not permitted.
- ii. The Town provides mobile phones to those employees who need them to perform their jobs. Such phones are intended for business use. Therefore, personal calls should be limited to those absolutely necessary and should be brief.
- iii. For safety reasons, employees shall not use mobile phones or any other mobile communication devices while driving, unless the use is part of their assigned duties (such as police officers) and the use has been authorized by a department director.

h. Mail

The postal meter is to be used for Town business only. Personal mail should not be sent or received at Town property, but from employee's home address. Since personal mail is not to be sent to the office, employees should not have any expectation of privacy with respect to correspondence sent to their attention. Mail is presumed to be for the Town and may be subject to opening by the Town.

i. Social Media

Employees' use of social media shall not be permitted during paid working time unless it is part of an employee's job responsibilities. Employees must make clear that the views expressed within

the posting are their own and not those of the Town. Only individuals specifically designated by the Town to use social media for work are authorized to speak on the Town's behalf.

j. Town-Owned Devices

- i. The Town may provide elected and appointed officials, as well as Town employees, with a Town-owned laptop, tablet, and/or smartphone to aid in the conduct of official Town business. Such devices will be configured by the Town's IT staff, which will ensure all devices are equipped with the appropriate hardware and software. Users shall not alter, add to, or remove hardware or software from their equipment without prior approval of the Town Administrator or her/his designee.
- ii. Users should be aware of security considerations when utilizing their devices, and should not send or receive privileged or confidential information over the internet. Similarly, users should not give out password information to others, as this may enable unauthorized access to Town data.
- iii. Users should limit their personal use of all Town-owned devices, and should have no expectation of privacy regarding their usage of this equipment. Any audio- or video-recording capability should be utilized only for official Town business, with the express prior permission of the Town Administrator, and after all person(s) present are notified that such recording will take place. This policy does not apply to Police Officers and Investigators in the line of duty.
- iv. Users are responsible for the safe handling and security of their portable devices, and any damage to or theft of this equipment must be reported to the Town immediately. The Town reserves the right to restrict or terminate any user's access to this equipment if any applicable policy is violated.

k. Personal Devices

- i. Officials and Town employees may find that they occasionally use personal devices to conduct official business. If this is the case, the owner shall be responsible for ensuring that any official messages, documents, or other data on the device are protected by customary electronic security measures. The device must be protected at all times by a code or password that would prevent an unauthorized user from accessing any Town-related information. Town-related data shall be clearly segregated from personal data within the device's storage system, and any such data having lasting value will be retained by the owner.
- ii. In using a personal device for Town-related business, the owner acknowledges that there will be no reimbursement by the Town for such use at this time, unless previously approved and that the contents of the device may be subject to review and potential disclosure under requests made pursuant to the Colorado Open Records Act. In such an event, the owner agrees that s/he will turn over their device to the Town's IT staff a period not to exceed five business days to allow for the relevant data to be gathered. The owner does not, however, waive his or her right to privacy with respect to documents or information that is not properly within the scope of the Colorado Open Records Act.

17. Media Relations

All inquiries from the media need to be handled by the Town Administrator or designee, depending on the circumstance. Open records requests will be handled by the Town Clerk or his or her designee.

18. Outside Employment

Employees involved or contemplating outside work should discuss the issue with their supervisor. Outside employment will generally be acceptable unless it unreasonably interferes with the employee's performance or creates a conflict of interest. Despite any outside employment employees are still required to perform their duties with the Town. Employees are not permitted to use any Town goods, equipment or materials for purposes related to outside employment.

C. EMPLOYEE BENEFITS

1. Workers Compensation

- a. Any employment related accident involving an injury, no matter how minor, or property damage must be reported within four (4) working days. Employees are covered for employment related injuries or illnesses under the Colorado Workers' Compensation Act. Under the Act, employees may receive benefits for missing work as a result of an employment related injury or illness. Delay in reporting a work-related injury or illness may result in a loss of benefits under the Act. A First Report of Injury form must be completed and submitted to the supervisor or department head. Forms are available at Town Hall and department offices.
- b. If an employee does not delay the report of a work-related claim, the Town may pay an employee their regular straight time pay for up to ninety (90) calendar days total during a lost-time claim. During this period, the Town will be paid any compensation awarded to the employee from the Workers' Compensation insurance provider, as provided by C.R.S. §8-42-124.
- c. Employees may use accrued sick, vacation leave, and/or compensatory time to make up the difference between Workers' Compensation benefits and their regular straight time as necessary.
- d. While employees are on leave under this Policy, they must provide the Town with information concerning their medical condition as may be required from time to time, and the employee must provide a physician's certification that they are able to perform the duties of their position, including any work restrictions, before returning to work.

2. Reimbursement for Travel and Other Business Expenses

- a. Employees who must travel for business purposes are reimbursed for pre-approved travel expenses, lodging, and meals (excluding sales tax). Employees are not reimbursed for alcoholic beverages. Employees are reimbursed for the coach fare when travel is by common carrier (excluding sales tax). Receipts supporting expenses for lodging, commercial transportation, auto rental, meals, and other single expenditures of \$5.00 or more must accompany expense reports and fall within the per diem limits set by the Board of Trustees (as specified on the Travel Reimbursement Form). Employees traveling for more than three days in a two week period may request a travel advance by submitting a check request with a copy of the pre-approved travel/training request.
- b. The Town has tax-exempt status as a government entity. Please make sure to request a tax-exempt form from the finance department prior to travel or booking travel arrangements. Any tax paid by an employee is not reimbursable.

3. Health Care Benefits

Medical insurance is provided only to full-time employees only. Part-time employees who work between 30 and 39 hours per work week receive health care benefits as required by law. Insurance coverage begins the first day of the month following an employee's first day of work. The Town has a Section 125 plan that allows the employee share of the insurance premiums to be paid on a pre-tax

basis. Insurance premiums are deducted from pay checks on a semi-monthly basis with ½ of the monthly cost deducted the first 2 pay periods of the month.

4. Paid Leave

a. Holiday Leave

- i. The Town recognizes the following paid holidays:

New Year's Day	January 1 st
Martin Luther King's Birthday	the third Monday of January
President's Day	the third Monday of February
Memorial Day	the last Monday of May
Independence Day	July 4 th
Labor Day	the first Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	the fourth Thursday of November
Day after Thanksgiving	the day after Thanksgiving Day
Christmas Eve	December 24 th
Christmas Day	December 25 th

- ii. When a recognized holiday falls on a Sunday, the holiday will be taken on the following Monday for closing offices. When a recognized holiday falls on a Saturday, the holiday will be taken for closing offices on the previous Friday. The New Year's Day holiday may actually fall in the previous year when January 1st falls on a Saturday.
- iii. Holiday Leave is not considered time "worked" for the purposes of calculating overtime compensation. Holidays that occur when an employee is on vacation will not count as vacation leave. Employees on an unpaid leave of absence or workers compensation leave for an injury will not receive Holiday Pay.
- iv. All full-time and part-time non-exempt employees who are required to work on a recognized Town holiday will be paid for the time worked at one and one-half times their regular wages.
- v. Non-exempt employees who are scheduled to work a designated holiday shall be paid their regular rate of pay for work performed during a holiday and shall accrue additional vacation leave for the hours worked during a holiday.

b. Vacation Leave

- i. Full-time employees earn vacation leave based on continuous length of service. No additional vacation leave is earned for overtime hours worked. Employees on unpaid leave or workers compensation leave will not accrue vacation. Accrual begins the first day of employment for full-time employees.
- ii. Employees with accrued vacation leave are required to take a minimum vacation leave of 40 hours in a given calendar year except for the first and last year of employment. Supervisors are responsible for ensuring that all full-time employees are able to schedule and take vacation leave. An employee is eligible to take vacation leave as soon as hours are accrued.
- iii. Vacation leave accrues at the applicable rate each payroll cycle. The exception is for the two months out of the year when there are three paychecks earned. In those two instances the vacation leave is accrued for the first two pay checks of those months only. Full-time employees working less than 80 hours in the pay period, such as in the first and last pay period or when unpaid leave is taken, will have accrued vacation leave prorated based on the hours worked.

iv. The accrual is based on the following schedule:

<u>Years of Service</u>	<u>Leave Earned per Month</u>
Up to 5 years of service	8 hours
From 5 years up to 10 years	10 hours
From 10 years up to 15 years	12 hours
15 years or more	14 hours

v. Changes in vacation leave accrual rates described above take effect the first pay period that begins after an employee's anniversary date. The maximum vacation leave an employee may accrue is two (2) years of annual vacation leave based on their length of service. Vacation leave will not accrue until an employee's vacation leave is below the maximum.

vi. Employees are responsible for scheduling vacation leave, with at least two weeks of advance notice, with their supervisor and **must receive their supervisor's approval before taking vacation**. Employees may schedule vacation leave as small as 1 hour increments. Vacations are scheduled in a manner that minimizes interruptions to the Town and department operations. Vacation leave does not count as time worked for the calculation of overtime. Employees may not take vacation beyond the amount of the employee's accrued vacation at the beginning of the vacation leave.

vii. Upon termination of employment accrued vacation leave will be paid at the employee's last hourly rate of pay. For salary employees the hourly rate will be calculated at the equivalent rate of 40 hours per week for the salary rate of pay.

c. Sick Leave

i. Full-time employees earn accrued sick leave as described below. Accrual begins with the first day of employment. Employees may accrue up to 1,040 hours of accrued sick leave. After 1,040 hours of accrued sick leave has been accrued, no more accrued sick leave will accrue until employee uses accrued sick leave and reduces the accrued sick balance. The hours are prorated based on hours paid if a full time employee works less than 80 hours in the pay period. No additional sick leave time is earned for overtime hours.

ii. Old accrued sick leave (OASL) and new accrued sick leave (NASL) have no cash value, but are provided as a benefit to employees to encourage rapid recovery and reduce the spreading of illness throughout the workforce. Upon separation from employment, an employee shall be paid at a rate of half of the employee's hourly salary immediately prior to separation for each hour of unused OASL provided the employee has completed five (5) consecutive years' employment with the Town. An employee whose employment is terminated prior to having completed five (5) consecutive years of employment will not be compensated for unused OASL. Upon separation from employment, no compensation is paid for NASL. Any sick leave used after 3/2/2012 will first be debited from OASL then NASL.

iii.

<u>Years of Service</u>	<u>Hours per Month Earned</u>
Up to 5 years of service	8
From 5 years up to 10 years	10
From 10 years up to 15 years	12
15 years or more	14

iv. Sick leave may be used for the following:

- Employee's illness or injury;

- Immediate family member's illness or injury requiring employee's care;
 - Doctor or dental appointments of the employee and the employee's immediate family; and
 - Death or impending death of a parent or child.
- v. Sick leave can be used in at a minimum one (1) hour increments for medical appointments. Employees are required to notify their supervisor of the need for sick leave as soon as possible and keep their supervisor updated on their expected return to work. In certain instances, a doctor's note may be asked for, depending upon the illness and amount of sick leave being taken.
- d. Vacation and Sick Leave accrual for Certain Part-time employees

Part-time employees that work between 30 and 39 hours per week shall accrue vacation and sick leave in the amount of 6 days per month, regardless of years of service. All rules in this Section regarding the use of sick leave and payment of sick leave upon separation apply to these part-time employees.

5. Breaks and Meal Periods

Employees may take two compensated rest periods of a short duration, usually 20 minutes or less, every four hours during the work day. Unauthorized extensions of work breaks need not be counted as hours worked when the employer has expressly and unambiguously communicated to the employee that the authorized break may only last for a specific length of time, that any extension of the break is contrary to the employer's rules. Bona fide meal periods (typically 30 minutes or more) are not compensated as work time. During a meal break the employee is completely relieved from duty for the purpose of eating regular meals.

6. Milk Expression Breaks

The Town provides breastfeeding employees milk expression breaks, a place to express milk and staff support.

- a. Breaks. Reasonable break times (generally 15-20 minutes every 2 to 4 hours) will be provided each day to allow the employee to express breast milk for her nursing child for up to two years after the child's birth. Employees may use normal breaks and meal times, accrued vacation, sick leave or any combination thereof, or may be given unpaid break time. Employee can make up time at the beginning or end of shift if needed and approved by their supervisor.
- b. Facilities. A private room (not a toilet stall or restroom) shall be available for employees to breastfeed or express milk, and the Town shall make reasonable efforts to provide a location in close proximity to the work area. The room will be private and sanitary, located near a sink with running water for washing hands and rinsing out pump parts, and have an electrical outlet. Breastfeeding employees will be responsible for keeping the area clean. If employees prefer, they may also breastfeed or express milk in their own private offices, or in other comfortable locations agreed upon in consultation with the employee's supervisor. Expressed milk may be stored in a facility refrigerator if it is clearly marked with the employee's name and the date.
- c. Employee Responsibilities. Employees who wish to express milk during the work period shall keep supervisors informed of their needs so that appropriate accommodations can be made to satisfy the needs of both the employee and the Town. Breastfeeding employees are responsible for keeping the milk expression areas clean and for keeping the general lactation room clean for the next user. When more than one breastfeeding employee needs to use the designated lactation room, employees can use the sign-in log provided in the room to negotiate milk expression times that are most convenient or best meet their needs.

- d. Other Requirements. Due to the variety of work environments, schedules and staffing needs at the different facilities of the Town, other requirements may apply as appropriate. In all cases, reasonable efforts will be made to accommodate the breastfeeding employee's needs.

7. Short-Term and Long-Term Disability

- a. Short-Term Disability. After 14 days of disability, an employee may be eligible to receive a benefit of 60% of eligible earnings up to \$1,000 per week for up to 11 weeks, less other income benefits. Premiums are paid by the Town (the employee pays taxes on the premium) for a tax-free benefit.
- b. Long-Term Disability. After 90 days of disability, an employee may be eligible to receive a monthly benefit of 60% of your eligible earnings to a maximum of \$6,000 per month, less other income benefits. Premiums are paid by the Town (the employee pays taxes on the premium) for a tax-free benefit.

8. Bereavement Leave

Full time employees are eligible for paid leave of up to three days (defined as a normal scheduled work day) to attend the funeral of an immediate family member. Employees are also able to schedule vacation leave for extended leave to deal with matters beyond the funeral.

In the event of a death of a near relative, full time employees are granted up to one paid day to attend a funeral. Near relatives include the employee's aunts, uncles, nieces, nephews and other close relatives.

9. Leave for Victims of Crime

Any employee who has been the victim of a crime of violence as enumerated in CRS § 24-4.1-302, or who has an immediate family member (spouse, parent, or child) who has been a victim of one of these crimes, shall be eligible for the leave described in this Section.

If the employee suffered an injury, he or she shall be eligible for short- and long-term disability. In all cases not involving physical injury to the employee or after the employee has returned from disability leave, he or she shall be eligible for three days of paid leave. This time should be used by the employee to make provision for his/her physical safety (or that of the affected family member), to attend court hearings or meet with criminal justice officials, to obtain counseling services, or to tend to any other needs that arise as a result of the criminal act. After the three days of paid leave have been exhausted, the employee may use whatever combination of vacation or sick leave he/she desires in order to address further needs. If an employee exhausts all sources of paid leave, he/she may be eligible for unpaid leave as provided for under state law.

An employee who is absent from work as a direct consequence of being subpoenaed to testify at trial shall be paid at his/her regular rate of pay for all hours spent testifying and traveling to and from the location where the employee is testifying. This policy shall also apply when an employee's immediate family member has been subpoenaed to testify and the employee is the only source of transportation to and from court for this individual.

10. Retirement

- a. 457 Voluntary Retirement Plan

The Town offers a 457 Voluntary Retirement Plan through CCOERA (Colorado County Employees Retirement Association). Any employee may make voluntary pre-tax, or after-tax (Roth), contributions to the plan in accordance with IRS regulations. CCOERA offers a variety of investment options for employees. Enrollment forms are available from Human Resources. Contributions may be stopped, started, or changed at any time.

b. 401 (A) Mandatory Retirement Plan

The Town offers a mandatory 401(A) retirement program for full-time employees through CCOERA. Beginning with the first pay period of the month after an employee has completed 6 months of full-time employment; the Town will contribute 3% of the employee's base pay to the plan and withhold a matching 3% contribution from the employee. Forms for enrollment are available from Human Resources. Employees choose from among the CCOERA investment options to self-direct their investments. The complete plan document is available to employees from Human Resources.

c. Police Pension Plan

Full-time sworn police officers are enrolled in the Fire and Police Pension Defined Benefit Plan on their first day of work. Enrollment forms are available from Human Resources and are required by FPPA of Colorado (Fire and Police Pension Association of Colorado) to be completed and submitted to Human Resources before an officer goes on duty for the first time.

11. Recreation Programs

The Town recognizes the benefit of fitness and well-being to the performance of employees. To support the health and fitness of employees, the Town allows employees and their immediate family members (those living in their household) to participate in fitness and sports programs offered by the Town Recreation Department at one-half of the normal fee charge. To encourage participation of Town employees in community activities, all other recreation activities will also be offered at one-half of the normal fee charge for employees and their immediate family members (those living in their household). *Programs that are excluded from this discount include any specialty programs such as rafting, rock climbing, or any other similarly contracted activities.* Employees requesting this discount need to make note of such a request on their Recreation Program Registration Form. Employees will be contacted if their request cannot be met. Recreation program discounts are available to both full and part-time employees.

12. Family Medical Leave

As of the date of this Handbook, due to the number of employees employed by the Town, no employees are eligible for benefits under the FMLA. However, the Town desires to provide benefits that are similar, but not identical to the FMLA, as more specifically set forth below.

a. Eligibility Requirements

Employees are eligible for leave under this Section if:

- They have worked for the Town for at least 12 months, and
- Performed at least 1,250 hours of service over the previous 12 months.

b. Benefits

The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth;
- To care for the employee's child after birth, or placement with the employee of a child for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; and

- Serious health condition of the employee that makes the employee unable to perform the employee's job.

c. Military Family Leave Entitlements

- i. Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- ii. Eligible employees may also take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, National Guard, or Reserves, who has a serious injury or illness incurred or aggravated in the line of duty on active duty. Covered service member also includes veterans who were members of the Armed Forces, National Guard, or Reserves at any time during the period of five years preceding the start of treatment, recuperation, or therapy.
- iii. The injury or illness must make the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. In the case of a veteran, the qualifying illness or injury must be incurred or aggravated in the line of duty and manifest itself before or after the service member became a veteran.

d. Benefits and Protections

- i. During leave under this Section, the Town maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of insurance premiums during leave.
- ii. Upon return from leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) shall have limited reinstatement rights under the same conditions.
- iii. Use of leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Leave time taken under this Section shall not count as hours worked for purposes of qualifying for this leave.

e. Definition of Serious Health Condition

- i. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in school or other daily activities.
- ii. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due

to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

f. Use of Leave

- i. The maximum time allowed for leave under this Section is either 12 weeks or 26 weeks as explained above, in the rolling 12-month measured by looking backward from the date an employee uses any of this leave.
- ii. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- iii. Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

g. Substitution of Paid Leave for Unpaid Leave

The Town requires employees to use accrued paid leave such as vacation and sick leave before taking unpaid leave for a serious health condition. Leave under this Section is without pay. Workers' compensation leave after exhaustion of accrued paid leave time will be treated as leave under this Section.

h. Employee Responsibilities

- i. Employees must provide 14 days advance notice of the need to take leave when the need is foreseeable. When 14 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town's normal call-in procedures. Forms are available from the Human Resources Department or the Town website.
- ii. Employees must provide sufficient information for the Town to determine if the leave may qualify under this Section and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which leave was previously taken or certified under this Section.
- iii. Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Town's attendance guideline. Employees on leave must contact the Human Resources Department at least two days before their first day of return. Employees are required to provide a fitness for duty from their physician in order to return from medical leave.

i. The Town's Responsibilities

The Town will inform employees requesting leave whether they are eligible under this Section. If they are eligible, the notice will specify any additional information required as well as the

employees' rights and responsibilities. If they are not eligible, the Town will provide a reason for the ineligibility. The Town will inform employees if leave will be designated as leave under this Section and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave does not qualify under this Section, the Town will notify the employee.

13. Voting Leave

Voting is an important responsibility we all assume as citizens. We encourage employees to exercise their voting rights in all municipal, state, and federal elections.

Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should arrange with their supervisor no later than the day prior to Election Day.

14. Military Service Leave

Employees are granted an unpaid military service leave of absence. If employees are in the Reserves or National Guard and are called for training, the training period will not be charged to vacation time unless the employee makes such a request. The Town currently compensates employees for the time off by making payments based on the difference between military pay (not including travel or subsistence allowances) and the employee's base pay up from the Town up to fifteen (15) days per year.

15. Jury Leave

The Town recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform their duty as a juror but must submit a Leave Request to their supervisor upon receipt of the summons. If the employee is excused from jury duty during their regular work hours, they are expected to report to work promptly.

Employees' receive regular pay for the first three days of jury duty if they were scheduled to work and a juror service certificate is submitted.

Beginning the fourth day and thereafter, employees as a juror are paid \$50.00 per day by the State of Colorado for state district or county court jury duty. For jury duty in excess of three days, employees receive the difference between jury duty pay and their regular pay up to a maximum of 10 days (80 hours). Jury duty leave beyond this time is without pay from the Town.

16. Unpaid Leave

An employee who has no accrued vacation leave available may request an unpaid leave. Unpaid leave is granted at the discretion of the Town Administrator based on the facts of the situation and the potential impact on Town operations. An employee who has no accrued vacation leave may also request unpaid leave for Parental Involvement Leave to attend their children's school activities.

D. CLASSIFICATION AND COMPENSATION

1. Classification

All employees of the Town are placed in categories of employment for various purposes, including salary and wage administration, benefits, and state and federal laws. All categories are expected to comply with all of the Town of Buena Vista policies. Those categories include the following:

Regular – Employees hired into a position that is not temporary and is eligible for benefits.

Full-time – Employees occupying a position, in which the normal work week is forty (40) hours or more.

Part-time – Employees occupying a position, in which the employee is regularly scheduled to work less than forty (40) hours per week.

Seasonal – employees who are temporarily hired for a specified, limited period of time typically not greater than six (6) months. Seasonal at-will employees are not eligible for benefits and are not subject to the merit pay process.

Exempt – These employees are not eligible for overtime wages as set forth under the Fair Labor Standards Act. Employees in exempt positions are expected to devote such additional time as may be necessary to accomplish the duties of their positions, including time outside normal business hours.

Non-exempt – Employees who are compensated for all time they work, and receive additional compensation for hours worked in excess of 40 hours in the workweek.

Employees with questions about their status as exempt or nonexempt should check with Human Resources Department.

2. Time Reporting

- a. Employees are required to complete a time sheet on a daily basis. At the conclusion of each pay period employees must sign the time card and submit it to their immediate supervisor for signature and approval. It is necessary for employees to indicate whether the recorded hours are for time worked, or for time off. Some departments also require employees to indicate the nature of the work performed so the time can be charged to the correct department. Timecards are due to Human Resources Department by noon the Monday following the last day of the pay period. Absence reports with preapproved leave time are to be submitted with timecards.
- b. Employees must complete their own timecard. Completing another employee's timecard is prohibited. Falsifying information on your time card is prohibited. All time worked is required to be recorded on the time card.

3. Overtime pay

- a. Occasionally employees may be requested to work hours beyond the regular work schedule. Employees are expected to cooperate and help out whenever and wherever needed. Employees shall only work beyond the scheduled work time with the approval of their supervisor. All hours worked are required to be reported on the employee's timecard, whether approved in advance or not. Unauthorized overtime may be ground for disciplinary action.
- b. For all non-exempt employees except full-time certified police officers, any hour worked in excess of 40 hours in the 7 day work period from Sunday, 12 am to Saturday 11:59 pm are overtime

hours to be paid at one-and-a-half (1.5) times the normal hourly pay rate for the employee. Hours count as “worked” for time spent performing Town business including training activities.

- c. In lieu of overtime pay, many employees will receive compensation for overtime hours worked in the form of compensatory time at the rate of one and one-half (1.5) times the regular hourly rate for time worked in excess of forty (40) hours in a workweek. A non-exempt employee may choose to receive compensatory leave time in lieu of pay for up to 40 hours of compensation leave time as long as their accrued vacation leave balance is less than 120 hours. Any decision by the employee to receive compensatory leave time in lieu must be approved by the department director in their sole discretion.
- d. For non-exempt full-time certified police officers, any hours worked in excess of 86 hours for the two (2) week period that runs from midnight Sunday to 11:59 p.m. Saturday, 14 days later per the work period schedule are overtime hours to be paid at one-and-a-half (1.5) times the normal hourly pay rate for the employee. Hours count as “worked” for time spent performing Town business including training activities, but exclude paid leave time including holidays and sick days. Police officers may also be entitled to compensatory time at the rate of 1.5 times the regular hourly rate in lieu of overtime pay as provided for in this Section.

Exempt employees are not eligible for overtime or compensatory time.

4. Call Back Pay

Certain positions determined and approved by the Town Administrator may be required by the employee's supervisor to return to work in case of an emergency or if the workload requires it. Non-exempt employees who are called back to work after completion of the standard work day, or on their day off will receive a minimum of two (2) hours call-back pay. If hours worked exceed two hours, the employee will be compensated for the actual time worked. Employees called back to work because of an emergency on a regularly scheduled Town holiday will receive Holiday Leave in addition to one and one-half (1.5) times their normal hourly pay rate for all hours worked on the holiday.

Exempt employees are not eligible for call-back pay.

5. On Call Compensation

Employees who are required to be on-call shall be paid the on-call rate established by the Town Administrator for time spent in on-call status as prescribed by law. If the employee is required to return to work outside of normal work hours, the employee shall be entitled to call back pay.

6. Canine Policy

Police department employee(s) who are responsible for the police department police dog(s) shall be paid pursuant to the terms of their contract. Contract terms shall be negotiated between the employee(s) and the finance department.

7. Training Travel Pay

The Town shall pay an employee for time spent actually travelling to and from training. The employee shall also be paid for the time spent at training. Time spent outside of travel and attending training will not be compensated.

8. Pay Periods and Pay Days

- a. The Town's pay period is a 2 week period that runs from midnight Sunday to 11:59 p.m. Saturday, 14 days later. Employees are paid every 2 weeks. Annually employees are provided a

list of the dates of holidays, pay period ending dates, timecard due dates, and pay dates. New employees are provided the list upon hiring.

- b. The Town requires all employees to use direct deposit for pay checks. Employees receive a pay stub in lieu of the pay check, and the money is deposited into a bank account of the employee's choice by Friday morning following the end of the pay period. The pay stub shows the amount of wages, leave time accrued and taken, taxes withheld, and other deductions as authorized by the employee or ordered by the courts. Pay stubs are issued to department heads for distribution the Friday morning the money is deposited into the employee's bank account. Employees may request pay stubs be mailed if they do not regularly work on Friday. If Friday is a holiday, pay stubs will be distributed the previous day.
- c. Part-time salaried employees earn a monthly salary and are paid on a monthly basis. This includes elected officials and the appointed court judge.

9. Personnel Records

The Human Resources Department maintains personnel records. Access to personnel files is limited to the Human Resources Department and Town Administrator, and the employee's department director, or as otherwise permitted by the Colorado Open Records Act. Employees may request to inspect their own personnel file and will be provided the file under supervision by an authorized employee. Employees may not remove anything from their personnel file.

E. HIRING

1. Advertising for Positions

Notices of job openings are posted on the Town's website, as well as internally posting. Other advertising resources may also be used. Applications will be accepted from current employees for any job vacancy.

2. Promotions

A promotion is considered the advancement of an employee to an existing position carrying more responsibility and possibly a higher rate of pay. Employees are paid within the range for the new position as of the date they begin the new position.

3. Transfers

Employees may be transferred through promotion, demotion, or successful application for a vacant position. Employees may be transferred at the request of the Town.

4. Reclassification

An employee's position may be reclassified at the discretion of Town management, to adapt to technological or task oriented changes that have evolved in such position.

5. Employee Certification/Licensing

Employees are personally responsible for maintaining and tracking their current certifications, professional licenses and for initiating the obtainment of higher level certifications. Associated expenses may be considered for reimbursement by the Town.

6. New Hire Job Offer

The starting rate of pay shall be determined by the department head, human resources, and approved by Town Administrator.

If circumstances demand that a salary be offered at above the midpoint of the salary range, approval must be obtained from the Town Administrator prior to the job offer.

7. Post-offer Examinations

Certain positions in the Town require that applicants successfully complete post-offer, pre-placement examinations that have been designed to ensure that the applicant is able to perform the essential functions of the position. These examinations must be completed within ninety (90) days of the employment offer or the employment offer may be cancelled. Standard examinations, when required, shall be administered at no expense to the applicant. Special examinations required as a result of the standard examinations will be paid for by the applicant (unless approved by the department and the HR Director). When such examinations are required, the job offer shall be specifically conditioned upon successfully completing the examinations within the original ninety (90) day period. Extensions of the ninety (90) day period may be granted by the department and human resources.

Examinations that may be required include, but are not limited to a post offer medical examination, background investigation, driving record check, character investigation, polygraph, psychological evaluation, professional references checks, interviews and oral boards, drug and alcohol screen for police officers and for those employees required to hold a commercial driver's license (CDL), and other examinations as required based on job related criteria.

F. SUPERVISION OF APPOINTED OFFICIALS

Certain individuals subject to this Manual are appointed officials. Appointed official is defined to mean an individual appointed by the Board of Trustees to hold a position under state statute and Article II of the Buena Vista Municipal Code, as may be amended.

Although the Town Administrator does not have authority to appoint or discharge an appointed official, the Town Administrator shall have general daily supervisory authority over appointed officials, with the exception of the Town Attorney and the Municipal Judge. This supervision shall include participating in and coordinating the appointed official's evaluation.

G. DISCIPLINE

Good working relationships make demands on everyone, and employees have responsibilities to the Town, themselves, the citizens, and the people they work with. Employees must at all times, comply with the Town's expectations for work, performance, and conduct. Failure to do so may result in any or all of the following actions, as the organization deems appropriate: termination, suspension, demotion, written warning, reprimand, and counseling.

Management will decide based on its judgment about the facts of the situation which of these actions would most effectively take care of the problem. The fact that the Town has or has not utilized any of these actions does not set any precedent and should not be relied upon in future disciplinary situations by any employee.

Supervisors and department heads have authority to discipline employees reporting to them; provided that any disciplinary action resulting in a reduction in benefits to an employee (such as demotion, termination or suspension without pay) is subject to approval by the Town Administrator.

H. GRIEVANCE

If an employee has a work-related problem or concern, that is not governed by the harassment or discrimination complaint procedure, the employee is encouraged to use the following procedure. A problem normally should be discussed immediately with the employee's supervisor, if it is appropriate.

If the employee and their supervisor are not able to resolve the issue, either may request an opportunity to discuss the matter with the department manager and a representative of the Human Resource Department. This normally should be done within ten working days.

However, if the problem is not resolved to the employee's satisfaction at this level, the employee may appeal the matter within ten working days to the Town Administrator. Such an appeal should be presented in writing stating the nature of the problem. The Town Administrator's decision is final. If the problem is with the Town Administrator, report the incident to the Town Mayor.

Any employee who reports an alleged violation of this policy will be protected from any retribution. Employees have an affirmative duty to report suspected violations and failure to report may result in disciplinary action.

I. SEPARATION FROM EMPLOYMENT

Employment with the Town is voluntary and unless an employee has an employment contract with different requirements, an employee has no requirement to provide notice of their intent to end the employment relationship. The Town requests that employees provide at least fourteen (14) business days' notice of their resignation from employment. Prior to the last day of work an employee should schedule time to go over separation procedures (where to send last paycheck, transfer of insurance, the return of Town property) with Human Resources.

When the Town involuntarily terminates an employee they will be provided a final paycheck and complete the separation procedures the day they are terminated.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE TOWN OF BUENA VISTA EMPLOYEE HANDBOOK DATED _____. I UNDERSTAND I AM TO BECOME FAMILIAR WITH THE CONTENTS OF THE HANDBOOK AS IT OUTLINES TOWN GUIDELINES. IF I HAVE QUESTIONS, I UNDERSTAND THAT I SHOULD TALK TO MY SUPERVISOR AND/OR HUMAN RESOURCES.

FURTHER, I UNDERSTAND THAT SINCE MY EMPLOYMENT IS AT-WILL, I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE TOWN FOR ANY REASON, WITH OR WITHOUT ADVANCE NOTICE. THE TOWN HAS THE SAME RIGHT.

THE CONTENTS OF THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT DO NOT CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT.

THIS HANDBOOK REPRESENTS A BRIEF SUMMARY OF SOME OF THE MORE IMPORTANT TOWN GUIDELINES AND IT IS NOT ALL-INCLUSIVE. IT REPLACES ALL PREVIOUSLY ISSUED EDITIONS.

EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT, THE TOWN RETAINS THE SOLE RIGHT TO MODIFY, SUSPEND, INTERPRET, OR CANCEL IN WHOLE, OR IN PART, ANY OF THE PUBLISHED OR UNPUBLISHED TOWN GUIDELINES OR PRACTICES. THE TOWN CAN TAKE SUCH ACTIONS WITHOUT ADVANCE NOTICE AND WITHOUT HAVING TO GIVE JUSTIFICATION.

Employee Name

Date

TOWN OF BUENA VISTA, COLORADO

RESOLUTION NO. 64

(Series of 2016)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO ADOPTING A NEW PERSONNEL HANDBOOK FOR THE TOWN OF BUENA VISTA, COLORADO

WHEREAS, the Town of Buena Vista, Colorado, previously adopted the document entitled "Town of Buena Vista Employee Handbook", (hereinafter "Employee Handbook") by Resolution; and

WHEREAS, the Town of Buena Vista, Colorado, intends to amend its Employee Handbook in accordance with this Resolution.

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

Section 1. All of the Employee Handbook shall be amended to read as follows: See attached.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO adopt the attached Employee Handbook.

RESOLVED, APPROVED AND ADOPTED this 28th day of June, 2016

TOWN OF BUENA VISTA, COLORADO

By _____

Joel Benson, Mayor

Janell Sciacca, Town Clerk



Town of Buena Vista

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

DATE: June 28, 2016
TO: Mayor and Board of Trustees
FROM: Michelle Stoke, Town Treasurer
AGENDA ITEM: Jet Fuel Sales Tax Compliance

Request

A request is being made for the Trustees to appropriate approximately \$43,000 to cover prior year sales tax on jet fuel back to May of 2013 to bring The Town of Buena Vista into compliance with Colorado Sales tax laws.

Overview

During a review of the books and records for the Town of Buena Vista, it has been discovered that Town has not been remitting sales tax on jet fuels sold at Central Colorado Regional Airport to the Colorado Department of Revenue. The issue arose during a discussion with CDOT regarding the unfiled Monthly Aviation Fuel Purchase Reports which result in partial Excise tax refunds to Town. During the conversation it became clear that Sales tax reports on jet fuels have also gone unfiled.

Bryce Shuck from CDOT arranged a telephone conference with Kevin Dawkins with the Sales Tax Accounting Section of Colorado Department of Revenue and Tighe Jones with the Excise Tax Accounting Section also of Colorado DOR. The discussion centered around Jet Fuel Sales Tax discovery, the fact that we are self-reporting the deficiency, what period we needed to go back to in order to be considered "compliant", possible penalty abatement, and a verbal assurance by me that Town would be timely in Sales Tax reporting going forward.

Analysis

Colorado Statue states that the Department of Revenue can only go back three years to collect deficiencies unless there is fraud involved so it was determined during the phone conference we would need to report Jet Fuel Sales and remit taxes back to May of 2013.

I have attached a table showing Town's exposure due to this issue. There are three elements to delinquent tax issues, the actual tax liability, the penalty element and the interest element. The best approach to payment is to send payment in full for the tax liability with the commensurate sales tax reports. Once the DOR receives the sales tax reports they will automatically calculate

the interest element as well as the penalty element. Town should then pay the interest element in full and at the same time request abatement of all or part of the penalty element.

The interest element is statutory and not subject to request for abatement. Because the calculation is complicated the interest presented on the table is an estimate.

The penalty element can be abated on the discretion of the DOR and must be requested by the Town via letter which states the reason for the deficiency, the steps taken to remedy the deficiency and any mitigating circumstances which the Town feels justifies the abatement of the penalty.

Town is currently enjoying an excess of sales tax to date (through April 2016). Actual sales tax collected for the same period is \$664,726.09 compared to budgeted sales tax through April at \$574,276.56. This results in an excess revenue to date of \$90,449.53.

Policy Alignment

The action taken by the BOT aligns with the financial policies adopted in 2016. The reason why this request aligns with these policies is because the Town shall be compliant with statutes and financial regulations mandated by the State of Colorado and the Town of Buena Vista.

BOT Action

It is requested that BoT appropriate up to \$43,000 to be taken from the current excess Sales tax collected to date over budgeted sales tax to date of \$90,449.53.

Attached

Jet Fuel Sales tax liability exposure table
FYI Sales 57
Email Communication with Colorado DOR

Sales Tax Liability Exposure

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Total Tax	\$ 9,077.00	\$ 9,214.00	\$ 16,962.00	\$ 1,741.00
Total Penalty	\$ 1,633.86	\$ 1,658.52	\$ 2,580.57	\$ 195.54
Total Interest	\$ 755.58	\$ 514.74	\$ 443.02	\$ 10.72
Total Liability	<u>\$ 11,466.44</u>	<u>\$ 11,387.26</u>	<u>\$ 19,985.59</u>	<u>\$ 1,947.26</u>



Michelle Stoke <bvfinance@buonavistaco.gov>

Aviation Fuel FYI's

2 messages

Jones - DOR, Tighe <tighe.jones@state.co.us>
To: BVFINANCE@buonavistaco.gov

Wed, Jun 1, 2016 at 9:36 AM

--
Tighe Jones
Excise Tax Accounting Section
Colorado Department of Revenue
[303-205-8205](tel:303-205-8205) Option 2
Phax [303-205-8215](tel:303-205-8215)

4 attachments

FYI Sales 85 Sep 2012.pdf
17K

FYI Sales 57 Nov 2013.pdf
25K

FYI Excise 7 Feb 2014.pdf
32K

FYI Excise 5 June 2014.pdf
50K

Michelle Stoke <bvfinance@buonavistaco.gov>
To: "Jones - DOR, Tighe" <tighe.jones@state.co.us>, kevin.dawkins@state.co.us

Fri, Jun 17, 2016 at 3:37 PM

Gentlemen,
I have the Jet fuel sales tax returns from May 2013 forward completed. I have some questions regarding what else I need to do.

- Do I need to fill out the CR 0100 to open a fuel sales tax account?
- Should I open the account under Town of Buena Vista or should I use the name of our airport? (Central Colorado Regional Airport)
- I believe I need to reference our retail sales tax account #00501799-0000 correct?
- We are already set up to pay state withholding via EFT can we just modify that access to add Fuel Sales Tax and Retail Sales Tax?

I plan on sending the entire amount of the calculated tax liability with all pertinent Fuel sales tax returns in one mailing I can also include the CR 0100 in that mailing. Please understand that I have to bring the final numbers to our Board of Trustees and have them appropriate the fund prior to the remittance being sent. This will take a couple of weeks.

Once you have received the tax liability portion, please calculate the penalty and interest portions so that I can get the interest paid and request abatement of the penalties.

I want to thank you gentlemen for helping me to bring the Town of Buena Vista into compliance.

Regards,

Michelle Stoke, CPA
Finance Director / Treasurer
Town of Buena Vista, CO

6/20/2016

Town of Buena Vista Mail - Aviation Fuel FYI's

719-395-8643 Ext 17
bvfinance@buenavistaco.gov

[Quoted text hidden]



Sales 57

Sales and Use Tax Applicable to Gasoline and Special Fuels

GENERAL INFORMATION

Colorado imposes a state sales and use tax on the sale of special fuel and aviation jet fuel. The Colorado Department of Revenue is responsible for collecting and administering the state sales and use taxes along with the local sales taxes for all counties, statutory cities and special districts that impose a sales tax. Gasoline is exempt from state sales and use tax. Fuel used as aviation gasoline is exempt from state sales and use tax.

For information about Colorado excise tax on gasoline and special fuels, see FYI Excise 5, Motor and Aviation Fuel Application, Licensing and Reporting Requirements.

This FYI does not address the local taxes of self-administered home-rule cities. You must contact a home-rule jurisdiction directly to obtain its tax regulations. For information on local sales tax rates, see Colorado Sales/Use Tax Rates (DR 1002).

Definitions

Special Fuel: Special fuel is fuel other than gasoline – such as diesel engine fuel or kerosene (sometimes referred to as fuel oil), liquefied petroleum gas or natural gas – used to propel a motor vehicle on Colorado highways. [§39-27-101(29), C.R.S.]

Aviation Jet Fuel: Aviation jet fuel is fuel typically used for the propulsion of turbo-propeller or jet engine aircraft. [§39-27-102(1), C.R.S.]

Gasoline: Gasoline is any flammable liquid used primarily as a fuel for the propulsion of motor vehicles, motorboats, or aircraft. [§39-27-101(12), C.R.S.]

Aviation Gasoline: Aviation gasoline is fuel typically used in nonturbo-propeller or non-jet engine aircraft. [§39-27-102(1), C.R.S.]

SALES AND USE TAXES

Sales tax is charged (or use tax may be due) on special fuel when the product is used for any purpose other than propelling a motor vehicle on Colorado highways. For example, special fuel used for heating commercial buildings and propane used for commercial purposes.

Sales tax (or use tax may be due) is charged on aviation jet fuel used in regularly scheduled air carriers or commuter airlines. Sales tax is due on the total purchase price of the fuel. The purchase price may include federal and state excise taxes as well as airport fuel flowage fees.

The retailer or fuel distributor that sells special fuel or aviation jet fuel must report the sales tax collected on aviation jet fuel sales on the Aviation Fuel Sales Tax Return using one of the applicable forms DR 1510, DR 1520 or the DR 1530.

AVIATION JET FUEL SALES TAX REPORT

The retailer or fuel distributor that sells aviation jet fuel is required to report to the Department of Revenue the number of taxable gallons sold or used at each airport. This information is filed on the Aviation Fuel Sales Tax Return (DR 1510).

If consumer use or retailer's use tax is reported and paid on aviation jet fuel, the Aviation Fuel Retailer's Use Tax Return (DR 1520) or Aviation Fuel Consumer's Use Tax Return (DR 1530) must also be filed.

Each month, the department compiles the airport information for the Division of Aeronautics. Of the state sales and use tax collected at each airport, the Division of Aeronautics will refund 65% back to the airport to be used for aviation purposes. Failure to report the required information will reduce the amount of sales and use tax returned to the airports.

SALES AND USE TAX EXEMPTIONS

Special fuel is exempt from sales and use tax if:

1. The excise tax has been charged and collected. [§39-26-715(1), C.R.S.]
2. Special fuel is used for residential heating, lighting, refrigeration, cooking, cooling and power purposes. [§39-26-715(1), C.R.S.]
3. Special fuel is used to operate tractors, trucks, or other farm implements or machinery off-highway when being used for agricultural purposes on farms or ranches. [§39-26-715(2), C.R.S.]
4. Special fuel used in: processing; manufacturing; mining, including oil and gas exploration and production; refining; irrigation; construction; telegraph, telephone and radio communication; street and railroad transportation services; and all industrial uses. [§39-26-102(21), C.R.S.]

For information about excise tax exemptions on gasoline and special fuels, see FYI Excise 7, Tax Refunds for Exempt Use of Fuel.

FYIs provide general information concerning a variety of Colorado tax topics in simple and straightforward language. Although the FYIs represent a good faith effort to provide accurate and complete tax information, the information is not binding on the Colorado Department of Revenue, nor does it replace, alter, or supersede Colorado law and regulations. The Executive Director, who by statute is the only person having the authority to bind the Department, has not formally reviewed and/or approved these FYIs.



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

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

AGENDA ITEM: Godonis Ground Lease

Request

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

Overview

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

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

Analysis

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

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

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

Policy Alignment

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

BOT Action

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

Attached

- Ground Lease

GROUND AGREEMENT

BY AND BETWEEN

CENTRAL COLORADO REGIONAL AIRPORT

AND

M & E RENTAL PROPERTIES, LLC

FOR

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

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GROUND AGREEMENT

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

WITNESSETH:

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

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

1. Premises and Base Term. Subject to terms & conditions of the lease, TOWN agrees to lease NINE THOUSAND TWO HUNDRED (9,200) square feet for the purpose of developing a hanger condominium complex. The primary term of this Lease shall be a period of twenty-five (25) years, with a fifteen (15) year option to renew commencing on July 1, 2016.
2. Base Term Rent.
 - a. In consideration thereof, the LESSEE agrees that it will pay an annual rent of twenty-five cents (\$.25) per square foot per annum for a total square footage of NINE THOUSAND TWO HUNDRED (9200) square feet (see Exhibit A for location) for a total amount of TWO THOUSAND THREE HUNDRED DOLLARS (\$2,300) per year for the Term identified in Section 1 above, payable on the Effective Date and thereafter annually on or before the first (1st) day of the annual anniversary of the Effective Date.
 - b. Annual Adjustments: Commencing June 1, 2017. And every year thereafter, the annual rental sum shall be increased by 2% from the previous year's annual rental sum.
 - c. The cash rent shall be due and payable without the necessity of any notice being given by the TOWN to LESSEE, and if the annual payment of cash rent is late by more than five (5) days, the TOWN shall be entitled to exercise the remedies provided for in Section 17, and the TOWN shall be entitled to charge an additional Ten Dollars (\$10.00) for each day the rent is past due beginning the 6th day after the installment was due.

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

other permits and approvals, as may be required by law. All improvements shall be constructed in a good and workmanlike manner in accordance with applicable resolutions and rules of the Town, and in compliance with applicable codes, and the requirements of the relevant fire department or fire protection district, State of Colorado, County of Chaffee and other governmental entities having jurisdiction.

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

TOWN and to an ASSIGNEE which is financially acceptable to the TOWN, which consent shall not be unreasonably withheld. Only if such an approved assignment is in conjunction with the sale of conveyance to an approved Assignee of all improvements on the Premises, except as provided in **Paragraph b.** below, will LESSEE be released from liability under this Lease. In all other cases, LESSEE shall remain contingently liable for all of LESSEE's obligations under this Agreement. In the event of a proposed sale, the proposed buyer may request the TOWN to consider an extension of the Term of this Lease, which TOWN may grant in its sole discretion. Notwithstanding the foregoing, no consent of TOWN shall be required in connection with a transfer of the assets and or reorganization.

- b. **Hangar Rental and Condominium Development. Notwithstanding the above, LESSEE may sublet hangar space or individual hangars** with the prior consent of the TOWN, which may not be unreasonably withheld. LESSEE may also sell hangar condominium interests in the hangar, provided that the LESSEE provides the TOWN and maintains a current list of names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers and subtenants or purchasers agree in writing to abide by all terms and conditions of this lease, and such hangar is first conveyed to a hangar owners' association, and is subject to a recorded condominium map, and declaration of covenants and restrictions, which are first approved by the TOWN. In such event, the parties agree to execute such documents as may be necessary to carry out the intent of this **Paragraph b.** Nothing set forth herein shall constitute a waiver by the TOWN of its authority over any condominium or other land use applications LESSEE is required to submit to the Town for review under applicable Town resolutions, ordinances, or other legal authority. Nothing set forth in this Agreement shall be deemed to bind the TOWN in the exercise of its municipal police powers or other governmental function or authority, or grant LESSEE a separate contractual cause of action against the TOWN for any actions taken by the TOWN in the exercise of its municipal police powers or other governmental authority.
7. Minimum Standards. For the conduct of its business on the Airport, the LESSEE covenants that it is at the time of execution of this Agreement, and will be throughout the duration of this Agreement, in compliance with the Airport Minimum Standards ("Minimum Standards"), including the Airport Rules & Regulations as approved by the TOWN. The Minimum Standards are incorporated herein by reference and a copy of the current Minimum Standards may be obtained from Airport Administration. The LESSEE agrees to comply with the provisions of amendments to the Minimum Standards as may be amended by the TOWN from time to time during the Term of this Agreement. Notwithstanding any other provision set forth herein, non-compliance with the Minimum Standards as they exist at the time of execution or as they may be

amended from time to time, shall constitute grounds for termination of this Agreement by the TOWN following written notice and a reasonable cure period.

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

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

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

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

12. Insurance, Liability, Indemnity, and Waiver of Subrogation.
 - a. **Insurance on Building.** LESSEE agrees to provide an insurance policy on the building at its full replacement cost, protecting against fire and other

hazards including an extended coverage rider. TOWN shall not be obligated to provide an insurance coverage nor shall TOWN be liable for any of LEESEE's personal property, contents or fixtures within the building. LEESEE has been advised to seek its own insurance for such items.

- b. **Liability Insurance.** LEESEE shall keep in full force and effect, throughout the term of this Lease, at its sole expense, a liability insurance policy providing protection against claims for injuries, death or property damage occurring on the Leased Premises. All insurance premiums for the coverage shall be paid by LEESEE. The limits of the liability shall not be less than for the type of activity taking place on the Leased Premises.
- c. **Additional Requirements Regarding Liability Insurance Policies.** As to all policies of insurance issued in compliance with **Paragraph b.** above: **(a)** TOWN shall be listed as an additional insured, the policies shall require 30 days notification to the TOWN in the event of intended cancellation by the insurer, **(b)** if requested by TOWN, LEESEE shall provide evidence of payment of premiums, and **(c)** LEESEE shall provide TOWN with a true copy of all such policies:
- d. For, and in consideration of the execution hereof, the TOWN hereto does herein and hereby release and relieve LESSEE and waive the TOWN'S entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning and other perils included in the All Risk property insurance coverage endorsement to the extent that said claims, actions, damages, liability and expense are covered by insurance of LESSEE, whether due to negligence of LESSEE, its agents, or employees or otherwise so coverable by insurance.
- e. LESSEE agrees to indemnify and hold harmless the TOWN and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of LESSEE, any subcontractor of LESSEE, or any officer, employee, representative, or agent of LESSEE, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of LESSEE. LESSEE's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to LESSEE, any subcontractor of LESSEE, or any officer, employee,

representative, or agent of LESSEE or of any subcontractor of LESSEE.

13. Rules and Regulations. LESSEE hereby agrees to observe and obey all rules and Regulations promulgated, from time to time, by TOWN governing conduct on and operations at the Airport and use of its facilities except that TOWN agrees that any such rules and regulations so promulgated shall not be inconsistent with any legally authorized rule or regulation of the FAA that may be binding on the TOWN. This will include, but not be limited to, any rule or regulation concerning the ground rent provided herein being credited by any percentage paid by a fixed-base operator.
14. TOWN Operates Airport. Nothing in this Agreement shall be construed to prevent TOWN from taking any action it considers necessary to protect the aerial approaches to its Airport from obstructions, or to keep TOWN from preventing LESSEE from erecting, or permitting to be erected on the leased premises, any building, structure or obstruction which, in the opinion of TOWN, would limit the usefulness of the Airport or constitute any kind of a hazard to aircraft.
15. LESSEE'S Personnel and Invitees. It is expressly understood that the operations of LESSEE, its personnel and invitees shall be conducted in an orderly and proper manner, and so as not to annoy or be offensive to others at the Airport, and TOWN shall have the right to complain to LESSEE as to the demeanor, conduct, and appearance of LESSEE's personnel and those doing business with them, whereupon LESSEE will take all steps necessary to remove the cause of the complaint.
16. Condition of Premises – Acceptance and Vacation. LESSEE acknowledges that the Premises is accepted as vacant, and in good order by the LESSEE, in the condition in which it now is, and that the LESSEE will not do or permit anything to be done which would deface, damage, or deteriorate the value thereof, and LESSEE agrees that it will leave the Premises in a condition satisfactory to TOWN if and when it vacates said Premises. LESSEE shall keep the Premises clean and shall dispose of all debris and other waste matter which may accumulate in acceptable containers, with proper covers, for waste within the building or buildings, on said Premises.
17. Termination, Surrender, and Damages.
 - a. **Termination by Lessee.** Lessee shall have the right, upon written notice to the TOWN, to terminate the Lease (a) upon one year's notice, or (b) upon the happening of one or more of the following events if said event or events shall then be continuing:
 - i. Due to no fault of LESSEE, the issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by LESSEE of all or any substantial part of the Premises, or

preventing or restraining the use of the Airport for normal airport purposes or the use of any part thereof which may be used by LESSEE and which is necessary for the viability of LESSEE's facilities on the Airport, which remains in force for a period of at least 90 days;

- ii. If the TOWN shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it under this Lease and shall fail to cure said default within 60 days following receipt of written demand from LESSEE to do so;
- iii. Due to no fault of LESSEE, if all or a material part of the Airport shall be destroyed by fire, explosion, earthquake, or other casualty, or acts of God or a public enemy; or
- iv. If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with the viability of the LESSEE's facilities on the Airport for a period of sixty (60) consecutive days or more.

b. **Termination by TOWN.** The TOWN shall have the right to terminate this Lease only in the event of any of the following:

- i. Breach by LESSEE of its payment obligations under this Lease, or any amendment or addendum hereto, and failure of LESSEE to cure such breach within 30 days after delivery of written notice.
- ii. Default in the performance of any material covenant or agreement in this Lease required to be performed by LESSEE, other than payment obligations, and the failure of LESSEE to remedy such default for a period of 60 days after receipt from the TOWN of written notice to remedy the same; provided, if the nature of the remedy shall reasonably require more than 60 days, LESSEE shall not be in default hereunder if LESSEE commences the remedy within such 60-day period and thereafter diligently pursues such remedy to completion, provided that in no event shall LESSEE have more than 120-days to cure its default, unless this time period is extended in writing by the TOWN.
- iii. If LESSEE is adjudicated bankrupt, or if LESSEE makes a general assignment for the benefit of its creditors, or if a receiver is appointed for LESSEE's business operated on the Premises, then in any of these events, to the extent permitted by law, the TOWN may declare this Agreement terminated, but shall not be required to do so. In any case, to the extent permitted by law, neither the Agreement nor any interest in the Premises shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors.

c. In the event suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the

provisions of this Agreement, or because of the breach of any other covenant herein contained on the part of LESSEE to be kept or performed, and a breach shall be established, LESSEE shall pay to TOWN all expenses incurred therefor, including a reasonable attorney's fee, together with interest on all such expenses at the rate of 18% per annum from the date of such breach of the covenants of this Agreement.

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

operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

22. LESSEE'S Business on Airport. To the extent permitted by this Agreement, the LESSEE, on the Premises, shall be diligent in the prosecution of the LESSEE'S business on the said Premises, and will do those things necessary and proper to serve the public fairly in the fields of commercial activities engaged in by the LESSEE, and the LESSEE will conduct its business in such a manner as will not reflect discredit upon the TOWN or cause the TOWN loss or damage. The TOWN will conduct its business in such a manner as to not reflect discredit upon the LESSEE or cause the LESSEE loss or damage. However, no provision of this Agreement shall be construed to give the TOWN power to determine charges or prices to be charged by the LESSEE for goods or services delivered or sold by the LESSEE, but it is understood and agreed that said charges and prices shall not be dissimilar to generally accepted good practice on similar Airport in this area. LESSEE agrees to furnish good, proper and efficient service adequate to meet all the demands for its service at the Airport, to furnish said service at fair, reasonable and non-discriminatory prices as to each unit of sale or service; provided, however, that LESSEE may make reasonable and non-discriminatory discounts, rebates or other similar type of price reduction to volume purchasers.

23. Federal Aviation Regulations – Discrimination. It is expressly understood by LESSEE and agreed between the parties that:

- a. Nondiscrimination Regarding USDOT Programs. LESSEE for itself, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all applicable requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- b. Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities. LESSEE for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and

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

- c. Affirmative Action. LESSEE assures that it, and/or SUB LESSEE, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to insure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered.
- d. Human Rights Law. LESSEE agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions, and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.
- e. Enforcement. In this connection, the LESSOR reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.
- f. Non Exclusive Rights. It is hereby specifically understood and agreed between the parties that nothing herein contained shall be construed as granting or authorizing the granting of exclusive rights to LESSEE or others, as defined in Section 308 of the Federal Aviation Act of 1958, as amended.
- g. Agreement Preserves Compliance. This Agreement shall be interpreted to preserve LESSOR's rights and powers to comply with Federal and other governmental obligations.
- h. Subordination to Authority's Government Commitments. This Agreement is subordinate to the provisions of any agreements between the TOWN and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental

authority requires any modification to this Agreement as a condition of LESSOR entering any agreement or participating in any program applicable to the Airport, LESSEE agrees to consent to any such regulated modification.

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

25. Notices.

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

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

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

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

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

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

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

29. Governing Law. Colorado law will be referred to in the interpretation and construction of this Lease and the resolution of all disputes hereunder.

30. Governmental Immunity. The TOWN and its officers, attorneys and employees, are

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

THE TOWN OF BUENA VISTA, CENTRAL COLORADO REGIONAL AIRPORT, a public body corporate and politic.

TOWN:

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

By: _____

Its: _____

LEESEE:

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

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this ___ day of _____,
20__ by _____, the _____, for
_____.

Witness my hand and official seal.

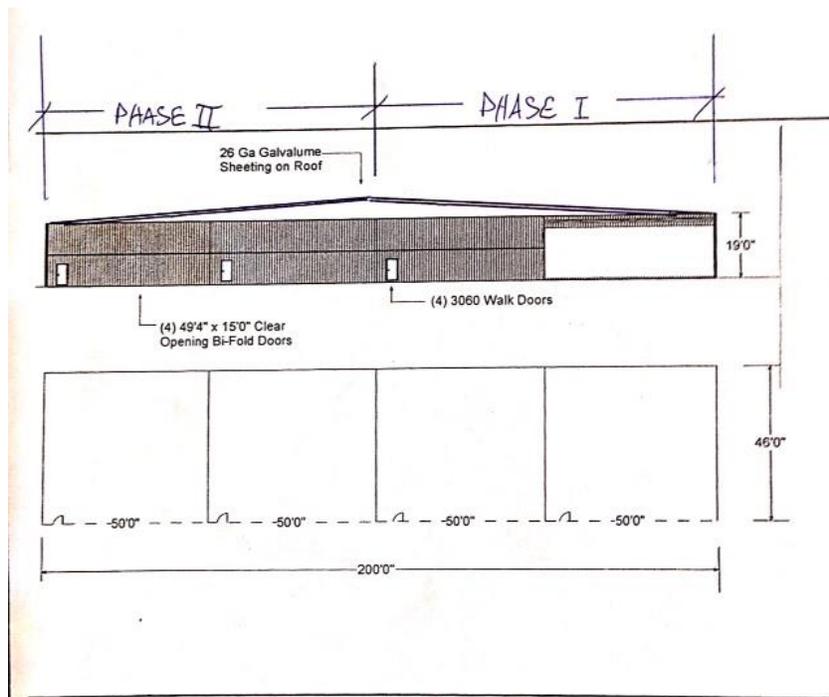
My commission expires: _____

Notary Public: _____

EXHIBIT B



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





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

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

Administration

Reminders:

- August 12 – Upper Arkansas River Basin Water Festival at the Riverside Park in Salida.

The capital improvement budgets are due from all departments on June 24. Staff will prioritize requests on June 29. The next milestone for the budget process is July 22 when operating budgets are due and will be reviewed.

Staff and trustees met with the Buena Vista School Board to discuss the land swap project on June 20. The school board requested a memorandum of understanding that will outline potential terms and conditions of the process going forward regarding the swap and baseball field construction.

Recreation, Events & Trails

Staff has completed the RFP process for the park designs and will bring a contract to the BOT on July 12.

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

Staff is meeting with the Forest Service to begin the process of renewing the special use permit Upper Ark has on Cottonwood Lake. Going forward the renewal of the permit will incorporate Buena Vista's water storage priorities on Cottonwood Lake.

Main Street & Creative District, Community/Economic Development Initiatives

Historic Preservation:

- Barbara Darden of Scheuber + Darden Architects will be working on the Historic Structure Assessment of the McGinnis Gym June 27-28.

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

Sincerely,

Brandy Reitter, Town Administrator
Town of Buena Vista, CO



Town of Buena Vista

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

DATE: June 28, 2016
TO: Mayor and Board of Trustees
FROM: Michelle Stoke, Town Treasurer

AGENDA ITEM: Treasurer's Report

Fund Balance Explanation

A question was raised last meeting as to why the fund balances don't appear to relate to the Income statement reports I have been providing. If you refer to the Fund Balance Report you will see a combined ending fund balance of \$12,511,806.77 made up of the ending balance of each of the funds.

Now look at the Balance Sheet-Fund Pivot report. The second line from the bottom corresponds to the fund balance amounts on the preceding report. The reason we do not have \$12 million dollars to spend is that the fund balance amount includes fixed assets in addition to the cash and investments Town has. It makes sense, for instance that the Airport would have \$3 million in its fund balance because the Terminal building, runway and equipment as well as inventory of fuel is also in that number. The Water fund holds not only its cash but also a water treatment plant, equipment and the infrastructure in the form of the distribution system.

Hopefully this clarifies the difference between fund balance and cash balance. If the Board wishes, I can also report on the actual cash balance on a regular basis.

Town Expenditures

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

- 135 Accounts Payable checks for Town expenditures for a total of \$256,142.91.
- ACH withdrawals to the IRS, FPPA, and Colorado Department of Revenue for \$20,773.36 for the pay period ending 6/18/2016.
- Net payroll of \$59,201.99 for the same pay period.

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

• General Fund -	\$ 208,502.47
• Water Fund -	\$ 34,591.50
• Capital Improvement Fund	\$ 5,557.08
• Airport Enterprise Fund -	<u>\$ 28,265.22</u>
• Total all Funds -	<u>\$ 276,916.27</u>

Large expenditures this period:

Surround Yourself with What Matters

- Going Green K-Lawn for \$4,404.50 for Landscaping care.
- Holiday Lights & Magic for \$4,552.80 for the Garland with Pole wrap and lights.
- Love's Travel Stop for \$111,408.00 for refund of landscaping deposit
- Pinnacol Assurance for \$9,435.00 for Worker's Comp 6th payment out of 9.
- Clarion for \$3,000.00 for Land Development Code Rewrite
- Diamond Vogel for \$2,679.20 for White & Yellow Traffic Paint.
- Henderson Land Surveying For \$3,496.00 for land survey and topo plat.
- Heart of the Rockies Regional Medical Center for \$2,792.36 for rent on PD building.
- Sarah Ansbury for \$4,645.00 for Instructor for Pickleball Clinic.
- Sangre De Cristo for \$10,452.32 for Electricity.
- RG and Associates for \$3,206.60 for May water system improvements
- Bicycle Colorado for \$5,000.00 for Safe Routes to School Encouragement Program.
- CIRSA for \$7,818.00 for Airport Liability Insurance.
- Ascent Aviation for \$15,406.06 for Aviation Jet Fuel.
- Dallas Everhart & Associates for \$2,958.42 quarterly StradOps meeting.

This concludes my report at this time.

Michelle Stoke, CPA
Treasurer



Town of Buena Vista

Fund Balance Report

As Of 06/23/2016

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
01 - General Fund	1,795,650.31	1,598,967.52	1,589,448.26	1,805,169.57
02 - Water Enterprise Fund	6,719,421.03	336,890.17	535,646.48	6,520,664.72
03 - Capital Improvement Fund	973,053.65	156,889.34	168,298.33	961,644.66
04 - Conservation Trust Fund	73,615.73	6,662.50	0.00	80,278.23
07 - Airport Enterprise Fund	3,121,830.91	197,537.45	175,318.77	3,144,049.59
Report Total:	12,683,571.63	2,296,946.98	2,468,711.84	12,511,806.77



Town of Buena Vista

Balance Sheet

Account Summary

As Of 06/23/2016

	01 - General Fund	02 - Water Enterprise Fund	03 - Capital Improvement Fund	04 - Conservation Trust Fund	07 - Airport Enterprise Fund	Total
Asset						
	2,034,354.37	6,810,299.77	961,644.66	80,278.23	3,157,331.22	13,043,908.25
Total Asset:	2,034,354.37	6,810,299.77	961,644.66	80,278.23	3,157,331.22	13,043,908.25
Liability						
	229,184.80	289,635.05	0.00	0.00	13,281.63	532,101.48
Total Liability:	229,184.80	289,635.05	0.00	0.00	13,281.63	532,101.48
Equity						
Total Total Beginning Equity:	1,795,650.31	6,719,421.03	973,053.65	73,615.73	3,121,830.91	12,683,571.63
Total Revenue	1,598,967.52	336,890.17	156,889.34	6,662.50	197,537.45	2,296,946.98
Total Expense	1,589,448.26	535,646.48	168,298.33	0.00	175,318.77	2,468,711.84
Revenues Over/Under Expenses	9,519.26	-198,756.31	-11,408.99	6,662.50	22,218.68	-171,764.86
Total Equity and Current Surplus (Deficit):	1,805,169.57	6,520,664.72	961,644.66	80,278.23	3,144,049.59	12,511,806.77
Total Liabilities, Equity and Current Surplus (Deficit):	2,034,354.37	6,810,299.77	961,644.66	80,278.23	3,157,331.22	13,043,908.25



General Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 06/30/2016

Department	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
100 - General Government	1,453,393.56	1,453,393.56	211,815.05	1,441,351.58	12,041.98
120 - Town Clerk	13,579.44	13,579.44	454.00	9,968.25	3,611.19
125 - Municipal Court	20,029.14	20,029.14	4,452.36	20,263.20	-234.06
210 - Police Department	865.56	865.56	0.00	980.00	-114.44
230 - Volunteer Fire Department	5,647.74	5,647.74	70.00	220.00	5,427.74
310 - Planning (Development)	56,002.86	56,002.86	3,055.34	48,266.24	7,736.62
320 - Community Center	3,666.48	3,666.48	964.00	3,177.50	488.98
410 - Public Works	5,162.34	5,162.34	1,785.00	2,055.00	3,107.34
415 - Street Maintenance	404.82	404.82	90.00	450.00	-45.18
510 - Parks Department	4,235.70	4,235.70	7,600.00	13,219.50	-8,983.80
515 - Rodeo Grounds	274.86	274.86	0.00	120.00	154.86
520 - Cemetery	3,720.96	3,720.96	2,120.00	5,735.00	-2,014.04
550 - Recreation Department	19,929.48	19,929.48	7,374.75	53,161.25	-33,231.77
Revenue Total:	1,586,912.94	1,586,912.94	239,780.50	1,598,967.52	-12,054.58
Expense					
100 - General Government	0.00	0.00	49.01	49.01	-49.01
110 - Mayor & Board of Trustees	24,573.00	24,573.00	1,463.86	22,847.59	1,725.41
115 - Elections	2,419.02	2,419.02	0.00	4,179.17	-1,760.15
120 - Town Clerk	49,557.06	49,557.06	5,382.20	38,249.97	11,307.09
125 - Municipal Court	36,124.02	36,124.02	3,483.38	32,820.25	3,303.77
130 - Town Administrator	172,078.92	172,078.92	29,136.07	227,144.06	-55,065.14
135 - Financial Administrator	97,725.18	97,725.18	21,648.99	93,600.38	4,124.80
140 - Town Hall Operations	15,363.90	15,363.90	1,030.35	7,009.46	8,354.44
150 - Public Support	324,991.08	324,991.08	8,753.76	47,140.63	277,850.45
160 - Information Technology	42,413.40	42,413.40	7,145.81	43,652.64	-1,239.24
210 - Police Department	424,772.10	424,772.10	70,546.69	435,479.78	-10,707.68
220 - Public Safety Complex	10,444.02	10,444.02	1,009.02	6,650.92	3,793.10
230 - Volunteer Fire Department	109,445.34	109,445.34	17,262.22	117,214.42	-7,769.08
310 - Planning (Development)	174,317.88	174,317.88	25,041.95	140,755.02	33,562.86
320 - Community Center	16,443.24	16,443.24	1,037.31	6,727.10	9,716.14
330 - BVTV - Public Access Television	3,792.00	3,792.00	0.00	3,000.00	792.00
410 - Public Works	183,262.38	183,262.38	30,118.70	191,976.75	-8,714.37
415 - Street Maintenance	5,608.74	5,608.74	6,278.76	7,087.06	-1,478.32
510 - Parks Department	104,369.28	104,369.28	17,245.96	72,455.40	31,913.88
515 - Rodeo Grounds	1,099.62	1,099.62	203.48	474.42	625.20
520 - Cemetery	5,364.72	5,364.72	1,462.86	2,033.51	3,331.21
550 - Recreation Department	93,535.20	93,535.20	18,533.85	88,900.72	4,634.48
Expense Total:	1,897,700.10	1,897,700.10	266,834.23	1,589,448.26	308,251.84
Total Surplus (Deficit):	-310,787.16	-310,787.16	-27,053.73	9,519.26	-320,306.42



Town of Buena Vista

Capital Improvement Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 06/30/2016

Obj Category	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
31 - Taxes	172,690.86	172,690.86	24,794.08	155,668.07	17,022.79
36 - Park & Facility Fees	2,499.00	2,499.00	0.00	0.00	2,499.00
37 - Grants / Donations / Refunds / Misc	123,706.50	123,706.50	0.00	1,221.27	122,485.23
38 - Transfers to / From Funds	132,447.00	132,447.00	0.00	0.00	132,447.00
48 - Capital Improvements	175,954.08	175,954.08	0.00	0.00	175,954.08
Revenue Total:	607,297.44	607,297.44	24,794.08	156,889.34	450,408.10
Expense					
16 - Depreciable Assets	9,546.18	9,546.18	0.00	0.00	9,546.18
46 - Debt Service	124.92	124.92	0.00	250.00	-125.08
48 - Capital Improvements	765,279.18	765,279.18	6,499.37	168,048.33	597,230.85
Expense Total:	774,950.28	774,950.28	6,499.37	168,298.33	606,651.95
Total Surplus (Deficit):	-167,652.84	-167,652.84	18,294.71	-11,408.99	-156,243.85



Town of Buena Vista

Water Enterprise Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 06/30/2016

Obj Category	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
32 - Licenses & Permits	349.86	349.86	0.00	300.00	49.86
33 - Charges for Services	401,102.94	401,102.94	2,614.17	302,724.14	98,378.80
36 - Park & Facility Fees	50,318.82	50,318.82	1,500.00	31,200.00	19,118.82
37 - Grants / Donations / Refunds / Misc	404,049.00	404,049.00	1,184.47	2,666.03	401,382.97
Revenue Total:	855,820.62	855,820.62	5,298.64	336,890.17	518,930.45
Expense					
41 - Personnel	136,438.32	136,438.32	21,944.39	140,684.20	-4,245.88
42 - Supplies	27,139.02	27,139.02	6,524.79	23,519.26	3,619.76
43 - Utilities / Insurance	13,644.54	13,644.54	1,573.57	11,728.40	1,916.14
44 - Services	47,745.30	47,745.30	16,164.14	54,393.16	-6,647.86
45 - Capital Outlay	8,046.78	8,046.78	2,874.07	59,720.40	-51,673.62
46 - Debt Service	43,163.16	43,163.16	0.00	41,334.57	1,828.59
48 - Capital Improvements	592,013.10	592,013.10	20,903.04	204,266.49	387,746.61
Expense Total:	868,190.22	868,190.22	69,984.00	535,646.48	332,543.74
Total Surplus (Deficit):	-12,369.60	-12,369.60	-64,685.36	-198,756.31	186,386.71



Town of Buena Vista

Airport Enterprise Fund Income Statement

Group Summary

For Fiscal: 2016 Period Ending: 06/30/2016

Obj Category	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue					
33 - Charges for Services	213,983.04	213,983.04	3,561.64	24,571.59	189,411.45
37 - Grants / Donations / Refunds / Misc	364,010.82	364,010.82	160,673.32	172,965.86	191,044.96
38 - Transfers to / From Funds	160,435.80	160,435.80	0.00	0.00	160,435.80
Revenue Total:	738,429.66	738,429.66	164,234.96	197,537.45	540,892.21
Expense					
41 - Personnel	90,736.14	90,736.14	11,877.69	82,446.70	8,289.44
42 - Supplies	11,490.90	11,490.90	248.32	9,999.58	1,491.32
43 - Utilities / Insurance	22,519.98	22,519.98	9,381.25	23,695.76	-1,175.78
44 - Services	165,004.50	165,004.50	2,046.00	46,043.34	118,961.16
45 - Capital Outlay	540.66	540.66	0.00	653.89	-113.23
48 - Capital Improvements	437,081.52	437,081.52	9,001.50	12,479.50	424,602.02
Expense Total:	727,373.70	727,373.70	32,554.76	175,318.77	552,054.93
Total Surplus (Deficit):	11,055.96	11,055.96	131,680.20	22,218.68	-11,162.72



MEMORANDUM

To: Mayor and Board of Trustees
From: Janell Sciacca, Town Clerk
Melanie Jacobs, Deputy Town Clerk
Date: June 28, 2016
RE: May 2016 Clerk's Office Activities

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

LIQUOR LICENSES

- **Special Events License(s) Issued:**
 - **Buena Vista Chamber of Commerce** – Edward Jones Reception, June 2, Chamber Office
 - **Buena Vista Chamber of Commerce** – Gold Rush Days, August 13 & 14, McPhelemy Park
- **Other:**
 - **Lariat Bar – Permanent Modification of Premises**, issued on Certificate of Occupancy following building renovations and for addition of patio in front of building in parking spaces.
 - **Rally Liquor, 402 US Hwy 24, Retail Warehouse Storage Permit**, for temporary alcohol storage.

BUSINESS LICENSES

- **New License(s) Issued:**
 - **Sprint Communications, LP** – Overland, KS (Wireless Long Distance)
 - **Puckett Investments** – 905 S. Main, BV / Phillip Puckett (Rental Property)
 - **JEC Housing, LLC** – 406 N. Highway 24, BV / Brian England (Lodging)
 - **Mimi & Belle A Nail and Beauty Bar, LLC** – 301 East Main Street #11, BV / Erin Flavin (Nail care, Waxing, Eyelash Extensions)
 - **Swarny Inc. dba The Jealous Neighbor** – 515 Hwy 24 S, BV / Laura Swarny (Home Furnishings)
 - **Mad Dog Battery, Inc.** – Colorado Springs / Zach Givens (Battery Sales & Distribution)
 - **Jeff Krasnow dba Our Colorado Vacation Home** – 310 Cedar Street, BV / Jeffrey Krashnow (VRBO)
 - **Thunder Mountain Concession LLC** – 549 S. Hwy 24, BV / Gregory Gates (Baked Goods, Hot Dogs & Burritos)
 - **Tenacious Photography** – 215 Tabor Street, Suite D, BV / Coleen Swanson (Photography)

CEMETERY

- No burials/interments
- Five (5) plots sold.

NOTARY SERVICES PERFORMED

- 45 Notaries were performed in May.



PLANNING DEPARTMENT MONTHLY REPORT

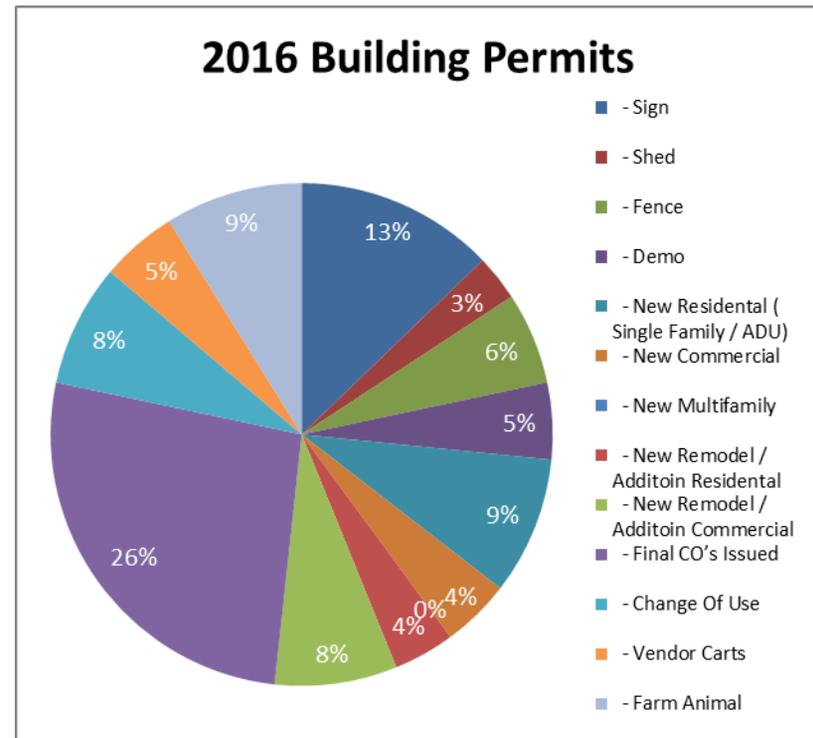
May 2016

Projects coming before the Board of Trustees in the near future:
 Unified Development Code Module 2

Department Tracking Data	
Phone Calls for the Month	142
Total Development Apps.	3
2016 YTD Total Revenue	\$ 18,756.15

Staff Levels	
Principal Planner, Mark Doering	Full Time
Planner I, Scott Reynolds	Full Time
Planning Tech, Jill Abrell	Full Time
Planning Assistant, Melanie Jacobs	50%

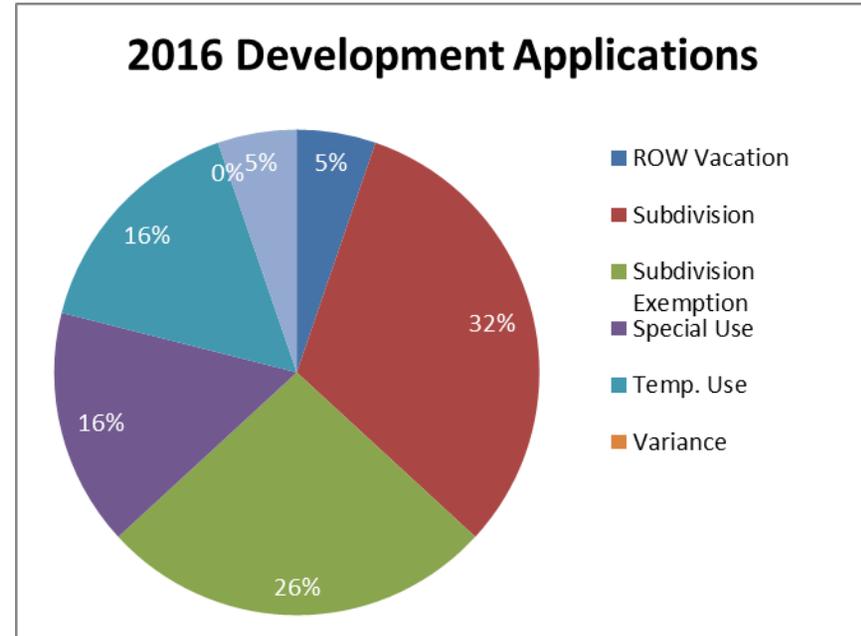
Building Permit Totals			
Type	May-16		
	#	\$	Year Total
Planning Clearances			
-Sign	5	\$220.00	\$840.00
-Shed	3	\$60.00	\$60.00
-Fence	3	\$60.00	\$120.00
-Demo	1	N/A	6
Building Permits (Commercial and Residential)			
- New Residential	3	\$996.86	\$2,177.42
- New Commercial	1	\$100.00	\$8,189.63
- New Remodel / Addition Commercial	2	\$100.00	\$1,463.12
- Final CO's Issued	7	N.A	45
Reviews			
-Change Of Use	3	N/A	8
-Vendor Carts	2	\$300.00	\$700.00
Total	30	\$1,836.86	\$14,706.15





PLANNING DEPARTMENT MONTHLY REPORT

Development Project Totals			
Type	May-16		
	#	\$	Total
Special Use	1	\$200.00	\$600.00
Temp Use	2	\$300.00	\$450.00
Total	3	\$500.00	\$4,050.00





Town of Buena Vista

Post Office Box 2002

Buena Vista, Colorado 81211

Phone: (719) 395-8643

Fax: (719) 395-8644

DATE: June 22nd 2016

TO: Mayor and Board of Trustees

FROM: Alex Junker, Code Enforcement Officer

SUBJECT: Code Enforcement Quarterly Report

Code Enforcement Activities:

Enforcement activities are focused around citizen complaints, the continuance of open cases, and observations by enforcement and town staff. The code enforcement officer's primary public function is to educate and raise awareness in the community about the common town codes, and encourage citizens who are out of compliance to find solutions to bring them up to code.

- Code enforcement activity since May 3rd
 - o 40 Cases opened and contact made with residents
 - o 18 of these cases are resolved
 - o Inherited 3 open cases looking for long term solutions
 - o 10 Complaints received from citizens, of these complaints, 6 have been resolved
- Ongoing projects
 - o Spreading public awareness of codes through personal interactions, phone contacts and mailing.
 - o Restarting the Safety Committee
 - o Developing and revising current BV code
 - o Developing public notices, forms and permits for use by the town and the code enforcement department
 - o Working with BVFD to develop a fire extinguisher, smoke alarm, and AED maintenance and checklist, and develop and execute monthly inspections.
 - o Worked with BVPD to develop a security camera floorplan



Inoperable vehicle with expired license plates and flat tires parked in town right of way, moved to private property after a letter was delivered by code enforcement.



Boat with expired 2011 License plates parked on town right of way for several months, moved to private property after request from code enforcement.



Tires and rubbish blocking driveway was removed after a conversation with code enforcement.



Debris in alley right of way removed after contact with code enforcement.



Wood and brush pile removed after request from code enforcement.



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

June 28, 2016

From: Jill Van Deel / Airport Manager

Subject: Airport Report

- There have been three recent incidents of note at the airport. The first involved a small plane accident: A local pilot and hangar owner crashed a Cessna 210 on landing to Runway 33 in gusty conditions. No runway damage occurred, though BV and Chaffee County Fire provided support to remove the wreckage with fuel leaking from the aircraft wings. Also, Public works helped in cleaning debris from the runway and some runway lighting will need to be replaced. This cost will be passed on to the pilot's insurance company. The FAA is investigating the accident. A few days later a suspected microburst flipped the airplane involved in the crash, spilling fuel, while another aircraft suffered a hyper extended nose. The third incident involved a plane that took off from CCRA, landed again after experiencing some engine vibration, and then left for Creede without having resolved the engine issue. It crashed at the Creede airport, killing all three people aboard.
- We are currently trying to arrange for airport staff and BV Fire to receive fuel management and fire safety training.
- We are working with the Buena Vista Sanitation District to obtain permission to allow REACH to use a septic holding tank for its temporary crew quarters. If permission is not granted, we will have to cut through 300' of recently refurbished asphalt in order to tie the modular into the sewer system. It will also be necessary for REACH to shift its launch site. Every time a helicopter takes off from the current site, sand/gravel/etc. gets tossed around and there have been complaints from other airport customers. The REACH lease will need to be amended to reflect this change.
- Jill and Brandy attended the Colorado Airport Operators Conference, which went very well. Airport Board member Dennis Heap was featured in a documentary shown at the conference.
- HAATS will be holding a barbeque at CCRA on July 13, and Trustees are encouraged to attend.
- The number of aircraft utilizing the airport in the summer may make it advisable to install more hardstand at some point. Airport staff has also been receiving numerous inquiries about rental cars and we hope that some arrangement can be reached soon to provide this service to CCRA customers.
- Bahram Akradi, CEO of Life Time Fitness, has expressed an interest in building a personal hangar at CCRA. Several other individuals have also come forward to inquire about large hangar construction. These could be accommodated in the Grindle frontage. A company that does weather balloon testing would like to base a small balloon here in

the near future but would eventually prefer to construct a 300' x 150' hangar to accommodate larger balloons.

- Bell Helicopter has moved its arrival date back to the second week of August, and plans to do testing at the airport for four months. A scoping document has been prepared.
- Mal Sillars and myself are working on a testing website (coloradohighaltitudetesting.com) for the airport which could at some point turn into a separate CCRA website.
- Augusta Westland will return for testing for approximately fiveq days this week for some low altitude testing purchasing fuel and some services.

- **June 2016 Traffic Count**

Total Aircraft Operations through May 2016: 837

Total Persons Using Airport: 1161

Total Based Aircraft: 32

- **Fuel Sales through June 2016**

2016 – 26,572 Gallons

Thank you,

Jill Van Deel



Janell Sciacca <bvclerk@buenavistaco.gov>

Re: community center

Karen Dils <karendils4@gmail.com>

Mon, Jun 13, 2016 at 6:50 AM

To: Janell Sciacca <bvclerk@buenavistaco.gov>

Cc: Brian Beaulieu <director@bgcchaffee.org>, Emily Osborne <recsupervisor@buenavistaco.gov>

This is a letter requesting a fee waiver for use of the Community Center by Boys & Girls Clubs for their annual Boots & Bolos Fundraiser on September 16, 2016. The Trustees have generously approved this request in the past which we greatly appreciate. There will be 100-150 people attending. The county has given us such a waiver for the Fairgrounds in Salida for our spring event.

This organization draws families to our town as well as providing preventative services and character development for our youth. The former Colorado Attorney General of Colorado, John Suthers, has stated that such organizations provide a 10:1 return on investment.

Please let me know when this will be on the agenda, whether a representative from Boys & Girls Clubs should be there, and the trustees' decision. Thank you!

Karen Dils, Emeritus Board Member

karendils4@gmail.com

719-395-8949

GREAT FUTURES START HERE.



GREAT FUTURES START HERE.



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43K



28 Trace Ct.
Hartsel, CO 80449

June 16, 2016

Buena Vista Trustees:

The Chaffee County Council on the Arts (known as Chaffee Arts) is asking the town for a waiver of fees for the use of the Community Center for our annual Open Awards Show (OAS). We would like to hold this event in the Pinon Room from Friday, Sept. 2, through Monday, Sept. 5 (Labor Day weekend). We have checked and these dates are open. Additionally, to get ready for this show we would need to have artists drop off work for a limited amount of time on both Aug. 31 and Sept. 1 and to set up the show the evening of Sept. 1 in the Pinon Room following any other use of that area.

The OAS is a long-running show designed to provide a venue for all local artists to display their work. It has benefited artists of Buena Vista and the surrounding area for 30 years giving them the opportunity to participate in a local juried art show. Because of our mission to assist all artists in developing their skills this includes both professionals and amateurs. For many this is the first time they have participated in a juried show, and it teaches them how this is done.

We are a not-for-profit organization, have limited funds, and are finding it difficult to locate a space for this show that is affordable, centrally located, and large enough for an event of this size. We appreciate you taking our request into consideration.

Sincerely,

A handwritten signature in cursive script that reads 'Sandy Horrocks'.

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



Janell Sciacca <bvclerk@buenavistaco.gov>

Fwd: Fee Waiver request for U.S. Forest Service June 29 and June 30, 2016

Janell Sciacca <bvclerk@buenavistaco.gov>
To: Janell Sciacca <bvclerk@buenavistaco.gov>

Wed, Jun 22, 2016 at 12:29 PM

----- Forwarded message -----

From: **Deforest, Justin D -FS** <justinddeforest@fs.fed.us>
Date: Wed, Jun 22, 2016 at 11:40 AM
Subject: Fee Waiver request for U.S. Forest Service June 29 and June 30, 2016
To: Paulette Bruins <bvrecasst@buenavistaco.gov>

Ms. Bruins,

Sorry for the delay in the letter, here is the request.

The United States Forest Service is requesting a not for profit governmental fee waiver for a special use activity on June 29 and June 30, 2016 located in the town of Buena Vista, Colorado. The special use activity consists of utilizing town lands near the "Rodeo" grounds parking area to conduct low impact Utility Terrain Vehicle (UTV) training consisting of loading and unloading trailered vehicles as well a basic low speed driver handling. The special use activity will be take part on the above days from 0800hrs to 1200hrs and no more than 6 UTV's with trailers will be on site at one time. The training will be comprised of federal employees from the San Isabel and Rio Grande National Forests and this activity is for non-profit benefits to the United States. All personal trash will be removed from the site daily and if any ground disturbance occurs, it will be raked out and returned to its original grade and surface composition.

The use of the area is important to the success of this training because of its large area of level ground and the proximity to Federal lands that have off-road use which will be used to increase rider comfort and familiarization of varying terrain aspects during multi-hour trail rides.

Thank you,

Justin



Justin DeForest
Forest Safety Officer

Forest Service

Rio Grande National Forest, Supervisor's Office

p: 719-852-6223

c: 719-849-8846
justinddeforest@fs.fed.us