



**AGENDA  
FOR THE BOARD OF TRUSTEES  
OF THE TOWN OF BUENA VISTA, COLORADO  
June 9, 2020**

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

To participate in Public Comment and/or Public Hearings you must connect to the video conference.  
 Conferencing Access Information: <https://zoom.us/j/81557270892> Password: 892386  
 Listen via phone at 1-346-248-7799 Meeting ID: 815 5727 0892 Password: 892386

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

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. AGENDA ADOPTION**

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

**V. CONSENT AGENDA**

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

**A. Minutes**

1. Board of Trustees Regular Meeting – May 26, 2020
2. Recreation Advisory Board Meeting – February 5, 2020
3. Trails Advisory Board Meeting – March 3, 2020

**B. Police Chief Report**

**C. Fire Chief Report**

**D. Chaffee County Director of Housing May 2020 Activities Report**

**VI. PUBLIC COMMENT**

*Citizen participation where the public can sign up prior to the start of the meeting by entering your name, address, and subject to be discussed in the Zoom Chat box, or when Mayor Lacy asks for Public Comment, access the Chat Box and raise your hand. By phone press \*9 to raise your hand and \*6 to mute/unmute your phone, or you may email the information to [bvclerk@buenavistaco.gov](mailto:bvclerk@buenavistaco.gov). Neither Town Board nor Town staff should be expected to respond to matters raised in the Public Comment segment of Board meetings. Nevertheless, Board members will always retain the right to ask questions of the speaker and to respond then or at a later time to remarks made by any citizen.*

**VII. STAFF REPORTS**

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

**This Agenda may be Amended**

Posted at Buena Vista Town Hall, Post Office, and [www.buenavistaco.gov](http://www.buenavistaco.gov) on Friday, June 5, 2020

**VIII. BUSINESS ITEMS****A. East Main Street Improvements**

*The Trustees will explore streetscape design options for the undeveloped East Main Street block between Court Street and Beldan Street and will give direction to staff to finalize public infrastructure requirements for current and future development on this block.*

**B. Should the Board of Trustees approve adoption of Ordinance No. 8, Series 2020, entitled, “AN ORDINANCE APPROVING A LEASE PURCHASE AGREEMENT WITH FORD MOTOR CREDIT COMPANY, LLC FOR TWO TOWN POLICE VEHICLES.”?**

*The Trustees will consider approving a lease purchase agreement for two police vehicles.*

**C. Should the Board of Trustees approve adoption of Resolution No. 35, Series 2020, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, APPROVING A NOTICE OF AWARD TO A-1 CHIP-SEAL COMPANY FOR THE 2020 CHIP-SEAL STREET IMPROVEMENTS PROJECT.”?**

*The Trustees will consider approving a Notice of Award to A-1 Chip-Seal Company for chip-seal installation bid schedule items of the Railroad 2020 Street Fund Street Improvement Project.*

**D. Chaffee County Comprehensive Plan Draft Review**

*The Trustees will review and provide comments on the Chaffee County Comprehensive Plan.*

**IX. TRUSTEE/STAFF INTERACTION**

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

**X. ADJOURNMENT**



**MINUTES OF THE BUENA VISTA BOARD OF TRUSTEES  
VIRTUAL REGULAR MEETING  
TUESDAY, MAY 26, 2020**

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

**Work Session – Discussion on Housing and Short-Term Rentals**

In attendance for the Work Session were Mayor Duff Lacy, Trustees Amy Eckstein, Libby Fay, Norm Nyberg, Devin Rowe, Cindie Swisher, and David Volpe. Also present were Town Administrator Phillip Puckett, Special Projects Manager Joel Benson, Code Enforcement Officer Grant Bryans, Principal Planner Mark Doering, and Town Clerk Paula Barnett.

Town Administrator Phillip Puckett reviewed with the Board that per their request, Special Projects Manager Joel Benson, Code Enforcement Officer Grant Bryans, and he prepared the presentation focusing on Short Term Rentals (STR). Staff approached the topic from a broader perspective which included historical context on housing, code updates, STR regulations, and data related to the number and types of STR's in town.

The Trustees and Staff discussed the positive and negative effects short-term rentals have on the community, the need for multi-family residences, and limiting the number of STR's.

Mayor Lacy stated the Trustees need to take the time required to adequately determine if, and how to increase regulations and restrict the number of STR's. Trustee Volpe stated to ensure the Board has the full picture of the rental market, the number of long-term rentals is needed. Staff will continue to collect data related to short term rentals.

A virtual regular meeting of the Board of Trustees was called to order by Mayor Duff Lacy, at 7:00 pm, Tuesday, May 26, 2020 having been previously noticed in accordance with the Colorado Open Meetings Law.

**ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Duff Lacy	Mayor	Present
Amy Eckstein	Trustee	Present
Libby Fay	Trustee	Present
Norm Nyberg	Trustee	Present
Devin Rowe	Trustee	Present
Cindie Swisher	Trustee	Present
David Volpe	Trustee	Present

## Town Staff Present:

Town Administrator Phillip Puckett  
Principal Planner Mark Doering  
Recreation Director Earl Richmond

Town Attorney Jeff Parker  
Town Treasurer Michelle Stoke  
Town Clerk Paula Barnett

**PLEDGE OF ALLEGIANCE**

Mayor Lacy led the pledge of allegiance.

**AGENDA ADOPTION****MOTION NO. 1:**

MOVE TO APPROVE THE AGENDA.

RESULTS	ROLL CALL	CARRIED
<b>MOVER:</b>		Trustee Volpe
<b>SECONDER:</b>		Trustee Rowe
<b>AYES:</b>	Eckstein, Fay, Nyberg, Rowe, Swisher, Volpe	

**CONSENT AGENDA**

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

**A. Minutes**

1. Board of Trustees Regular Meeting – May 12, 2020
2. Recreation Advisory Board Minutes – March 4, 2020
3. Recreation Advisory Board Minutes – April 1, 2020

**B. Town Clerk Report**

- C. Adoption of Resolution No. 33, Series 2020 entitled **“A RESOLUTION EXTENDING THE DECLARATION OF A LOCAL DISASTER EMERGENCY IN AND FOR THE TOWN OF BUENA VISTA, COLORADO THROUGH JUNE 30, 2020.”**

*Approve extending the Order declaring a local disaster emergency.*

Trustee Fay requested the following amendment to page 2 of the May 12, 2020 Trustee minutes: under the Public Works Director Staff Report, change “ensure there are no risks” to “minimize the risk”.

**MOTION NO. 2:**

MOVE TO APPROVE THE CONSENT AGENDA AS AMENDED.

RESULTS	ROLL CALL	CARRIED
<b>MOVER:</b>		Trustee Eckstein
<b>SECONDER:</b>		Trustee Fay
<b>AYES:</b>	Eckstein, Fay, Nyberg, Rowe, Swisher, Volpe	

## **PUBLIC COMMENT**

Jim Hight, 180 Barnwood Circle, Buena Vista, encouraged the Trustees to reach out to their congressmen/women and senators requesting they support the SMART Bill which will provide emergency COVID-19 relief funding.

## **STAFF REPORTS**

1. Town Administrator – Highlights of the report in the packet were reviewed and Puckett responded to Trustee comments and questions.
2. Town Treasurer – Highlights of the report in the packet were reviewed and Stoke responded to Trustee comments and questions.
3. Principal Planner– Highlights of the report in the packet were reviewed and Doering responded to Trustee comments and questions.

## **Final Review of Strategic projects and Goals for the Next Five Years**

Puckett stated at the Strategic Planning retreat in March, the Trustees made edits to the Collective Vision Statement which have been integrated into the document, and are ready to be adopted by the Board.

The Board reviewed and discussed the edits to the Collective Vision Statement, and Trustee Fay requested that under Environment, “biotic and abiotic” be changed to “various”.

## **MOTION NO. 3:**

MOVE TO APPROVE THE COLLECTIVE VISION STATEMENT AS AMENDED.

<b>RESULTS</b>	<b>CARRIED</b>
<b>MOVER:</b>	Trustee Nyberg
<b>SECONDER:</b>	Trustee Fay
<b>AYES:</b>	Eckstein, Fay, Nyberg, Rowe, Swisher, Volpe

Puckett reviewed the revised Strategic Plan with the Trustees which will be used as a tool when forming the 2021 draft budget, and the effects COVID-19 will have on future projects and the budget.

Mayor Lacy reminded the Trustees the Strategic Plan is a guide, can be changed as necessary to meet the Town needs and financial revenues, and that they, and future Boards are not locked into the projects/goals/timelines.

## **TEMPORARY USE PROCESS FOR ADDITIONAL SPACE FOR ON-PREMISES LIQUOR LICENSED ESTABLISHMENTS**

Puckett updated the Trustees on recent changes coming from the State Liquor Enforcement Division (LED) which allows on-premises liquor licensed businesses to apply for temporary modifications with their local and state licensing authority allowing for temporary outdoor seating areas to support social distancing requirements. Governor

Polis and LED are encouraging businesses and municipalities to work to use both private and public property to temporarily expand liquor serving premises, allowing businesses to be open for guests, maintain physical distancing, and remain viable and sustainable during the pandemic.

Staff is recommending the Board consider allowing all restaurants/food trucks to extend serving areas, and retail businesses to expand their retail space on to private and public property by utilizing the COVID-19 Temporary Use Permit process. Puckett stated since locations and businesses vary throughout town, each application will be evaluated to ensure the change(s) are manageable by Town and the business.

Puckett stated the current fee for a standard Temporary Use Permit is \$150.00 for 180 days, and the Board has the option to reduce or waive the fee for a COVID-19 Temporary Use Permit.

The Board and Staff had lengthy discussion related to the impacts of allowing businesses to expand service onto public/private property, what hours of operation should be permitted, and what noise restrictions should be put in place.

The Board discussed fee options which included Trustee Eckstein recommending the fee be waived.

**MOTION NO: 4:**

**MOVE TO REDUCE THE FEE FOR A COVID-19 TEMPORARY USE PERMIT FROM \$150.00 to \$75.00.**

RESULTS	ROLL CALL	CARRIED
<b>MOVER:</b>		Trustee Nyberg
<b>SECONDER:</b>		Trustee Fay
<b>AYES:</b>	Fay, Nyberg, Rowe, Swisher, Volpe	
<b>NAYES:</b>		Eckstein

Puckett and the Board discussed allowing businesses to relocate current handicap parking spaces and expand operations into these areas. Town Attorney Jeff Parker stated current ADA accessible parking should not be reduced. The Board directed Staff to evaluate requests that involve ADA parking on a case by case basis to determine if the space can be relocated.

Puckett reviewed that the state premise change allows a liquor licensed establishment to have servers cross a public sidewalk to deliver food and drinks, as well as serve on a public sidewalk. Puckett stated there are sidewalks in parts of town that would allow for tables, other areas that will not, and if a business requests to use the sidewalk the application will be evaluated to ensure a five-foot wide walkway is maintained to ensure pedestrian access. Puckett stated at this time the temporary premise change does not allow crossing an open public street to serve guests.

Town Clerk Barnett stated the resolution needs to be amended to include “Resort Complex” in Section 2. Definitions, to ensure all liquor license holders in town may apply for a premise change if they choose to.

Parker clarified with the Board amendments to the resolution which include adding resort complex in Section 2 and adding the permit fee of \$75.00 by inserting a Section 7. Parker stated the draft resolution only allows for businesses to use public parking spaces and private property; if utilization of public sidewalks is to be allowed, that verbiage would need to be included in the resolution.

The Board and Staff had lengthy discussion related to allowing businesses to utilize sidewalks as an option for serving and seating, clothing racks, and requirements for sandwich boards/signage.

**MOTION NO. 5:**

MOVE TO APPROVE RESOLUTION NO. 34, SERIES 2020 ESTABLISHING A COVID-19 TEMPORARY USE PROCESS FOR ADDITIONAL SPACE FOR ON-PREMISES LIQUOR LICENSED ESTABLISHMENTS AND RETAIL BUSINESSES.

RESULTS	ROLL CALL	CARRIED
<b>MOVER:</b>		Trustee Eckstein
<b>SECONDER:</b>		Trustee Swisher
<b>AYES:</b>	Eckstein, Fay, Nyberg, Rowe, Swisher, Volpe	

**Motion No. 6:**

MOVE TO ALLOW SERVING AND RETAIL OPERATIONS ON PUBLIC SIDEWALKS ADJACENT TO BUSINESSES AND PUBLIC RIGHTS OF WAY UPON TOWN APPROVAL.

RESULTS	ROLL CALL	FAILED
<b>MOVER:</b>		Trustee Eckstein
<b>SECONDER:</b>		Trustee Rowe
<b>AYES:</b>		Eckstein, Rowe Volpe
<b>NAYES:</b>		Fay, Nyberg Swisher
<b>TIE VOTE:</b>		Mayor Lacy: No

**Motion No. 7:**

MOVE TO AMEND RESOLUTION NO. 34 TO ADD RESORT COMPLEX IN SECTION 2, AND INSERT SECTION 7 RELATED TO THE \$75.00 PERMIT FEE.

RESULTS	ROLL CALL	CARRIED
<b>MOVER:</b>		Trustee Nyberg
<b>SECONDER:</b>		Trustee Volpe
<b>AYES:</b>	Eckstein, Rowe Volpe Fay, Nyberg Swisher	

**TRUSTEE/STAFF INTERACTION**

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

Puckett reviewed with the Trustees that Bill Redmon with The Christian Mission Free Lunch program has requested that the not-for-profit Christian Ministry be permitted to reserve the Forest Square Pavilion every Thursday from 11:00 to 1:00 during the months of June through August, and that the fee for use be waived. Puckett stated Mr. Redmon and associates have been providing the free lunches during the summer months for years, presumably with the approval of the Town Trustees. Staff has reviewed the application, and determined the request does not meet the criteria for a fee waiver under the current Fee Waiver Policy due to the organization not being registered with the State of Colorado as a non-profit.

Puckett stated that Redmon and the Board have several options to proceed forward with the Free Lunch program.

- The Christian Mission does not reserve the Forest Square Pavilion but has the option of utilizing the facilities for free if the space is available and not reserved by another party.
- Mr. Redmon registers his organization (or provides proof of status) with the State of Colorado as a nonprofit organization. This will allow him under the current policy to reserve Town Facilities for free (\$500 max in rental fees per year can be waived to each Non-Profit)
- The Christian Mission reserves the facilities as a private citizen. The fees for the requested times would be \$420.00
- The Town Trustees evaluate the Christian Mission's request and decide not in accordance with the current Fee Waiver Policy.

Puckett stated while this is a long standing and well received event in the community, exempting the Christian Mission from the Fee Waiver Policy could create a precedent for other private citizens and groups to request fee waivers for other activities.

The Board discussed at length the positive benefits of the program, and expressed concern about making an exception to the current policy. The Board was willing to grant the fee waiver this one time for 2020 but requested that the applicant either become a non-profit through the state or partner with a local non-profit such as a church to align with the Fee Waiver Policy for future years.

**MOTION NO. 8:**

MOVE TO WAIVE THE 2020 PARK RENTAL FEES FOR THE CHRISTIAN MISSIONS FREE LUNCH PROGRAM.

RESULTS	ROLL CALL	CARRIED
<b>MOVER:</b>		Trustee Eckstein
<b>SECONDER:</b>		Trustee Swisher
<b>AYES:</b>		Eckstein, Fay, Swisher
<b>NAYES:</b>		Nyberg, Rowe, Volpe
<b>TIE VOTE:</b>		Mayor Lacy: Yes

Trustee Eckstein shared with the Board that she would like to continue the discussion of allowing the sale of recreational marijuana, along with the possibility of holding an election in November 2020 with a ballot question related to approving an additional town sales tax on the purchase of the product. Eckstein would like the sales tax revenue to be designated for construction of a fire station. Eckstein stated an ordinance outlining the town rules/regulations/requirements for recreational marijuana businesses could be adopted at a later date. Town Attorney Parker advised the Board against holding an election prior to specifically outlining Town regulations and requirements. Asking residents to vote for or against an issue that they don't have all the details on increases the chances of the question failing.

Puckett discussed with the Trustees that when they would like to schedule a work session or would like additional information on a topic, they should make the request in the form of a motion to ensure Staff fully understands their intent and can provide applicable information to the Board.

Puckett reviewed with the Board a fee waiver request in the amount of \$300.00 from Achieve Inc. aka Little Engine Eatery food truck for a Temporary Vendor Permit. Puckett reviewed Achieve Inc. is a non-profit entity, received a waiver in 2019, was awarded \$1,750.00 from the Community Grant Fund, and in the grant application stated they would be requesting a fee waiver for the Town Temporary Vendor Permit.

**MOTION NO. 9:**

MOVE TO APPROVE FEE WAIVER REQUEST FOR ACHIEVE INC. - LITTLE ENGINE EATERY.

RESULTS	ROLL CALL	CARRIED
<b>MOVER:</b>		Trustee Eckstein
<b>SECONDER:</b>		Trustee Nyberg
<b>AYES:</b>	Eckstein, Fay, Nyberg, Rowe, Swisher, Volpe	

**MOTION NO. 10:**

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THAT THE MEETING BE ADJOURNED AT 9:20 PM.

RESULTS	ROLL CALL	CARRIED
<b>MOVER:</b>		Trustee Nyberg
<b>SECONDER:</b>		Trustee Volpe
<b>AYES:</b>	Eckstein, Fay, Nyberg, Rowe, Swisher, Volpe	

Respectfully submitted:

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Duff Lacy, Mayor

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Paula Barnett, Town Clerk

MINUTES FOR THE MEETING OF THE  
RECREATION ADVISORY BOARD  
Wednesday, February 5th, 2020

CALL TO ORDER: A meeting of the Recreation Advisory Board was held on Wednesday, February 5, 2020 at the Buena Vista Community Center, 715 E. Main Street, Buena Vista, Colorado. Marcus called the meeting to order at 7:35 am.

Roll Call

Members present were co-chair Marcus Trusty, Gary Crowder, Ashley Davis, Jan Johnson and Dan Hamme, and Rick Bieterman. Also in attendance were Recreation Director Earl Richmond, Program Coordinator Shane Basford, Recreation Assistant Ben Eichel, and members of the Peak to Peak Pickleball Clinic and Drone Club. Pam Kelly? Ice Rink

APPROVAL OF MINUTES: Gary moved to approve the January 2020 minutes, as written. Rick seconded the motion. Motion passes with unanimous approval.

APPROVAL OF THE AGENDA: Gary moved to approve the February 2020 agenda as with amendments. Dan seconded the motion. Motion passes with unanimous approval.

PUBLIC COMMENT:

- I. Drone Club-
  - a. New area of Drone club SE of Sportsman Club.
  - b. Sportsman's Club has no issue with plan, drone club moving forward and will meet with rodeo club then move to present to Trustees.
  - c. May present final plan to RAB next month.
- II. Pickleball Club-
  - a. Raised 20K and hopefully will raise 30K.
  - b. Want to be considered for GOCO grant next year
  - c. March Tournament in BV
  - d. August Tournament is Salida
- III. Ice Rink-
  - a. Met in January- 30 people attended and the general theme was "something is better than nothing- start small"
  - b. Will have work sessions- fundraising, construction, and marketing
  - c. Want to flood volleyball courts
  - d. Want to have dedicated courts in Paul's Lot.
  - e. Salida Ice currently has one inch of ice, will work for another inch this week.
  - f. Looking at used items for rink.
  - g. Plastic ice- unknown effects- may slow puck down, will have to sharpen skates
  - h. Young kids interested in skating and hockey- currently going out of town
    - i. Also 60 HS kids interested

## New Business

- I. Program Report Summary
  - a. New batch of winter programs- adult indoor soccer (maxed capacity plus)
  - b. Youth open gym soccer going well- may have more opportunities next year
  - c. Pickleball tournament
  - d. Demon Diggers Volleyball starts next week (extended registration due to website issues last weekend)
  - e. Free Art Classes going well with Chaffee Art (increase in interested kids)
  - f. Circus School ongoing
  - g. Possible Lego Camp for \$180 for 5 day session (compared to \$75 four day course from BV REC)
    - i. Use scholarship funds?
    - ii. Great use of STEM principles
    - iii. What about library offering it?
    - iv. Are we committed to paying if no one signs up?
- II. Rec Director Report Summary
  - a. Ashley on Rec Department Team as contracted laborer (still can attend as RAB member)
  - b. Upcoming SE Weekends (04 JUL, 01 AUG)
  - c. Sand VB Court Sand has been excavated (new sand coming from Leadville)
  - d. Restorative Justice- skatepark graffiti will have project
  - e. Singletrack project next to disc golf next summer- workgroup (maybe no cost to Town)
  - f. Boys and Girls Club of Chaffee County/BV- currently in a small area. Looking to plan for a designated facility and maybe work with Town
  - g. Meet with Salida Rec Department in coming weeks to continue to collaborate
  - h. Updated sponsorship program
  - i. McPhelemy Shade Structure- can do for 5K, would be fantastic with 8K
- III. Ben's Report
  - a. Facilities: 275 Facility inquiries, \$2700 collected, \$8900 by end of year, Received 65" TV
  - b. Events: 12 SE apps, 36 Events expected, 04 JUL & 01 AUG Need deconflicted, incomplete applications, working with SE applicants (meetings and discussions)
  - c. Programming (NSTR)
- IV.
- V. Community Informational Gathering
  - a. Mix public, private, schools, coaches, etc with roundtable type discussion
  - b. Looking to get an update on what all is going on in community
  - c. Make sure we put community events and offerings onto website (as info center)
  - d. Do both daytime and evening meetings to get all crowds
  - e. Looking at April
- VI. Rodeo Grounds Signage and Address
  - a. Address sent to google
  - b. Rodeo board looking to get donated sign posts
  - c. Rick has old telephone poles they can use

VII. Special Event Input- Weekends of 04 JUL and 01 AUG

Ongoing Business

- I. Board Pulse
  - a. Need Bench at pump track
  - b. BV girls gymnastic club competed in CS over week, some placed #1 overall, first and second place awards (out of 400).
  - c. Positive feedback on how Shane works with youth of community
  - d. Upcoming Rodeo Grounds projects (Use restorative justice?)
  - e. Rodeo Board and Drone Club meeting
  - f. Rec Department space- people want space to practice sports
    - i. Salida charges 250 per session to use gyms (up to 4 hrs) plus \$4 per kid to cover wear and tear)
- II. Facility Updates- Sand VB, McPhelemy Band Shell, Community Center
- III. Hockey Rink and Ice Update
- IV. Drone- RC Air Park Update
- V. Master Planning Workshops
  - a. Rodeo Board dedicate a workshop night to future plan and what it could look like
  - b. Need to have unified plan of where facilities will go

ADJOURNMENT:

Marcus motioned to adjourn at 9:04am.

Respectfully submitted:

Marcus Trustee, Co-Chair

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Ben Eichel, Recreation Department

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**AGENDA**  
**BUENA VISTA TRAILS ADVISORY BOARD**  
**March 3, 2020**  
**Public Works Building**  
**5:30 pm**



**Present:** Kelly Collins, Lois Walton, Alex Ware, Ryan Cole, Earl Richmond, Shawn Williams

**I. Call to order** 5:37 pm

**II. Agenda adoption or changes:** Agenda approved as written; motion by Alex Ware; second by Lois Walton; vote was unanimous

**III. Approval of January 7, 2020 Minutes:** Motion to approve the minutes made by Lois Walton; second by Alex; vote was unanimous

**IV. Public Comment:** None

**V. Work Session:** The work session was intended to identify trails that the TAB would recommend to the Trustees to improve the connectivity of Town trails. The Town was separated into four quadrants (Northeast, Southeast, Northwest, Southwest). The existing characteristics of each quadrant was summarized by Lois Walton. The TAB members identified trails in the Northeast Quadrant and started examining the Southeast Quadrant. The work session format will continue until the TAB has evaluated all four quadrants. The results of the work session are shown in the attached pages.

**VIII. ACTION ITEMS**

- The TAB needs more members. Earl Richmond will post a request for members on the BV Recreation facebook page

**IX. Adjournment:** 7:20 pm

NEXT MEETING: **June 2, 2020**

Minutes submitted by Kelly Collins

Minutes approved as written (Date) June 2, 2020

A handwritten signature in black ink, appearing to read 'Kelly Collins', is written over a horizontal line.

by \_\_\_\_\_



Southeast Quadrant (Existing)					Map
Characteristics	Cross Streets	Developments	Trails/Parks	Loops	
Commerical activity on Highway 24 and Main Street (south side)	Court	South Main - Phases I, II, III	Arkansas River Trail - South	Bike lane: Court - Arizona - CR 313- JV	
Police Station	Colorado	River Run	Whitewater Trail	Bike lane: CR 317 to CR 313 - to BV or JV	
Vacation rentals	Cedar	Midland Meadows	Beaver Falls Bridge and east trails	Route: Arkansas River trail - Zebulon Pike trail - Cottonwood Creek South - (bridge) - Marquard Nature area - Railroad -Main Street	
Middle/High schools	Evans	Collegiate Heights	Whipple Middle and south trails	Route: Arkansas River trail - Beaver Falls Bridge - east side trails - CR304	
Chaffee County High School	Belden	Brookdale Estates	Zebulon Pike Trail	Route: Arkansas River trail - Whitewater trail - Arkansas River Trail - South Main	
Community Center - Aspen and Pinon rooms, showers	Arizona - CR 313	The Farm	Cottonwood Creek Trail South		
Chamber of Commerce	Gold	Adobe Village	Marquard nature area and school trail		
Department of Corrections - Prison	Pine	Katrina Cottages	Railroad to Marquette		
Hump Track	California	The Commons	Millie Crymbel tot park		
Dog Park	Short	Creekside Estates	Columbine Park, playground, restrooms, picnic tables		
South Main Center - boulder and commercial section	Chrch	Mountain View	Forest Square Park, basketball court, picnic tables, swings		
Surf hotel and chateaus	Railroad	Apartments off Antero Circle	Community Center tot park		
Boulder garden with ropes course - youth and adults	Marquette	Trailor Park behind Drugstore	Splash Park and Restrooms		
River access - whitewater features	CR 317	Casa del Rio	Skate Park		
Parking areas - Railroad and River Park	Baylor		Bike lane: CR 317		
Industrial Area on CR 317	Dartmouth		Bike lane: CR 313-SR&T trail		
Waste Treatment plant sewage ponds	Cornell		Cedar Street pathway		
	Antero Circle		Marquette to CR 317 sidewalk		
	Surrey		Marquette and Arizona town-owned land		
	Brady				
	Trenton				
	Creekside				

Southeast Quadrant (Proposed)					Southeast Quadrant Proposed Trails
Proposed Trail Number (see photo)	Description	Connectivity	Length	Qualitative Cost Estimate	
6	Cottonwood Creek Trail Improvement	Stage and Rail Trail	0.1 Miles	Part of CDOT Arizona Project	
7	Farm Trail	CR317 to Marquette	0.03 miles	Low	

Characteristics	Cross Streets	Developments	Trails/Parks	Loops	Map
<b>Northwest Quadrant (Existing)</b>					
Commercial activity on Highway 24	Crossman (CR 350)	Ice Lake (County)	CR 306 Cottonwood Pass bike lane	Route: CR 350 - CR 361 - Forest Trails	
Golf Course	North Gunnison	Yale Lakes (County)	McPhelemy Park - lake, playground, RR Depot, amphitheater, sidewalks, picnic area	Route: Town bike lanes to Park	
Older neighborhoods	North Sangre de Cristo	Trail West (County)	Bike lane: Pleasant	Route: CR 306 - CR 361 and Wildlife Trail - Forest Trails	
Post Office	North San Juan	Game Trail (County)	Bike lane: San Juan		
The Meadows event center	James	Crossman subdivision	Bike lane: Crossman to Waters		
Cabins - Vista Court, Thunder Lodge	North Pleasant	Cielo Vista (County)	Buea Vista Wildlife Trail/fishing access		
Buena Vista Watershed	Brookdale	Mesa (CR 356, CR 353, etc) (County)	CR 361 to Forest trails (North Cottonwood Creek)		
Historical houses	Waters	Hacienda Estates (County)			
Cottonwood Creek and bridges	Sterling	3 Elk, 4 Elk, Wapiti (County)			
Cottonwood Hot Springs	Curtis	Adventure Unlimited			
	Yale	The Link School			
	CR 361 North				

Characteristics	Cross Streets	Developments	Trails/Parks	Loops	Map
<b>Southwest Quadrant</b>					
Commercial activity on Highway 24	South Sangre de Cristo	SummerSong	Bike lane: southside CR 306 - Cottonwood Pass	Route: CR 306 bike lane - CR 321 bike lane - Peaks View Trail - Main	
Library	Souht San Juan	Sunset Vista 1 - 4	Bike lane: east side Rodeo Road - CR 321	Route: S. Gunnison bike lane - Depaul - Airport trail - CR319	
Turner Farm	South Pleasant	Trailer Park	Gregg Drive (unfinished)	Route: Rodeo road bike lane - CR 321	
Drive -In	South Gunnison	San Juan Apartments	Peaks View Trail - S. Pleasant - gas easement West	Route: CR 306 bike lane - Rodeo Road bike lane - Gregg Drive trail - Highway 24	
Airport - CR 319	Sunshine Lane	WestWinds	Airport trail (DOW - fenced)		
BV Public Works	Oak		Bike lane: South Gunnison		
ACA	Park lane		Proposed park Sunset Vista IV		
CMC Building	Steele				
Chruches	Gregg Drive				
DCPA	Essex				
Busy Bees Pre-School	Pine				
Rodeo Grounds - Trap Shoot, model airplanes, off-leash dog area	Meadow Lane				
Cemetarty	Larissa				
Hub Court	Connie Dr				
Industrial Park - Recycling Center, animal shelter, Performance Tours, ReStore	Windwalker				
Cottonwood lake - CR 306	Rodeo Rd - CR 321				
DOW land	Mill				
	School				
	CR 319				
	DePaul				



## Buena Vista Police Department

Post Office Box 1310

713 E. Main St.

Buena Vista, Colorado 81211

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



### Chief's Report May 2020

What occurred in Minneapolis is a disgrace to every law enforcement officer in the United States of America. When a subject is cuffed, the fight is over! This man, George Floyd, was not fighting at all and the police officer had his knee on his neck for 8-9 minutes! The other police officers should have stopped him immediately! Everyone of us at the police department are angry at all four of those police officers. Like you have heard me tell all of our police officers, "thank God we are cops in Buena Vista Colorado!"

We are doing our very best to keep our beautiful town safe and the best place on earth to live and raise a family and enjoy life.

Thank each and every one of you for supporting us, believe me, we really appreciate your trust in the Buena Vista Police Department! We love this town as much as you! Our country needs to pray and pull together, one day at a time.

Please see attached stats & calls for service



**BVPD CALLS FOR SERVICE FOR THE MONTH OF MAY 2020**

14	911 MISC. (NON-EMERGENCY; HANGUP CALLS ETC)
0	ABANDONED VEHICLE
6	ACCIDENTS
54	ADMINISTRATIVE CALLS (OUT AT PD/TOWN HALL/MTGS)
11	ALARMS - INCLUDING FIRE
6	ANIMAL COMPLAINTS
0	ARSON
3	ASSAULTS
49	ASSIST OTHER AGENCY
0	AUTO THEFT
0	BURGLARY
2	BUSINESS CHECKS
0	CHILD ABUSE
1	CHINS (CHILD HAVING IMMEDIATE NEED OF SUPERVISION)
33	CITIZEN ASSIST
6	CIVIL DISPUTES
3	CIVIL PAPERS
0	CIVIL STANDBY
8	CODE VIOLATION
1	COMMUNITY RELATIONS
0	COURT SERVICES
1	CRIMINAL MISCHIEF
0	DEATH
1	DOMESTIC VIOLENCE
4	DISTURBANCE CALL - FIGHT
8	DISTURBANCE CALL - NOISE
0	DRUG INVESTIGATION
0	EMERGENCY MESSAGE
1	FIRE CALLS - MISC
0	FIRE CALLS - STRUCTURE & WILDFIRE
60	FOLLOW UP
0	FOOT PATROL
0	FORGERY/FRAUD
4	FOUND PROPERTY
3	HARASSMENT
2	HAZARDS - GENERAL
0	HAZARDS - MATERIAL
0	HOME TOWN SECURITY
0	HOUSE WATCH
6	INTERVIEW
39	INFORMATION ITEMS
0	INTOXICATED SUBJECT
0	LIQUOR VIOLATION

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

**Buena Vista Police Department**

Statistics from: 5/1/2020 12:00:00AM to 5/31/2020 11:59:00PM

## Citation Printout Report by Violation

Total Citations of (18-3-204 ASSAULT IN THE THIRD DEGREE): 1  
Total Mandatory Appearances: 1

Total Citations of (18-3-206 MENACING): 1  
Total Mandatory Appearances: 1

Total Citations of (18-4-401 THEFT): 1  
Total Mandatory Appearances: 1

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

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

Total Citations of (18-9-106 DISORDERLY CONDUCT): 1  
Total Mandatory Appearances: 1

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

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

Total Citations of (42-4-1101 SPEED LIMITS (EXCEEDING)): 15  
Total Mandatory Appearances: 1

Total Citations of (42-4-1211 LIMITATIONS ON BACKING): 1  
Total Mandatory Appearances: 0

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

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

Total Citations of (42-4-1409 COMPULSORY INSURANCE): 1  
Total Mandatory Appearances: 1

Total Citations of (42-4-204(1) FAILED TO DISPLAY LAMPS WHEN REQUIRED): 1  
Total Mandatory Appearances: 1

Total Citations of (42-4-703 ENTERING THROUGH HIGHWAY - STOP OR YEILD INTERSECTION): 1  
Total Mandatory Appearances: 0

Total Citations of (7-136 RUNNING AT LARGE): 1  
Total Mandatory Appearances: 1

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

Total Citations of (VOID): 4  
Total Mandatory Appearances: 0

Grand Total

Total Number of Citations Reported: 35  
Total Fine Amounts Reported: \$0.00  
Total Money Collected:  
Total Money Still Due: \$0.00  
Total Mandatory Appearances: 15



## Buena Vista Fire Department

P.O. Box 1624

Buena Vista, CO 81211

Phone: 719 395-8098

Fax: 719 395-2046

### Chief Villers May 2020 Report

For the month of May, we finished the purchasing and picking up of the 2011 Ferrara engine to replace old engine 9. Engine 9 was returned to it's original owner, Gunnison County Fire Protection District which will soon be on display in their museum.

As COVID-19 pandemic has slowed down, we have continued to keep everyone healthy and safe. We haven't opened up to the public yet and don't plan to until July.

Volunteers - Towards the beginning of May, we lost one of our volunteers, David McGill to health issues. Multiple fundraisers have been provided to help his family.

Wildland program - We have had 3 of our Wildland people that work in Air Operations, out in Michigan doing pre-position assignments. Things are starting to get busier but we aren't in full fire season as of yet.

Please see our call volume and training for the month of May.

Thank you for your time,  
Chief Dixon Villers



## Buena Vista Fire Department

P.O. Box 1624

Buena Vista, CO 81211

Phone: 719 395-8098

Fax: 719 395-2046

### Incident Count for All Call Statuses per ALL Actions Taken for Date Range

Start Date: 05/01/2020 | End Date: 05/31/2020

ACTION TAKEN	# INCIDENTS	PERCENTAGE
30 - Emergency medical services, other	9	36%
31 - Provide first aid & check for injuries	1	4%
45 - Remove hazard	1	4%
70 - Assistance, other	1	4%
73 - Provide manpower	5	20%
74 - Provide apparatus	1	4%
80 - Information, investigation & enforcement, other	1	4%
81 - Incident command	2	8%
86 - Investigate	2	8%
92 - Standby	7	28%
<b>TOTAL:</b>	<b>30</b>	

### Total Training hours for May - 11 volunteers/staff

Driver Training	10.5
Physical Fitness	48
Pump Operations	7
Ladder Training	1
Driver Operator	14
Structural Exercise	4
SCBA Training	21
Crosslay Testing	9
Engine 8	7.5

Total Training Hours 122



# OFFICE OF HOUSING

PO Box 699  
SALIDA, CO 81201  
PHONE (719) 530-2590  
WWW.CHAFFEECOUNTY.ORG

26

## Directors Report to the Board of County Commissioners for activities in May 2020

- Multi-Jurisdictional Housing Authority
  - The Steering Committee Convened May 22<sup>nd</sup> to further refine the Intergovernmental Agreement. The IGA will be distributed to all jurisdictions legal teams for review.
  - Letters to Community Partners will be mailed in early June, letting them know of the pending creation of a MJHA and asking for input on the impact it will have to their organization.
  - A draft Cost Sharing Agreement is under creation/review with the assistance of County Legal staff; this will likely be the focus of the next Steering Committee meeting.
  - I have reached out to other MJHA's in Colorado to gain insight on their staffing model and will report back to the Steering Committee.
  - As a reminder, the Central Peaks Region of El Pomar Foundation has offered the MJHA a \$50,000 challenge grant. Details include:
    - Contingent upon the creation of the MJHA
    - Requires 100% local match; High Country Bank has already pledged \$1,000.
    - To be used for workforce housing
- Salida Housing Development Corporation
  - The SHDC Board of Directors continues to work with Cardinal Development on a potential Low Income Tax Credit project in Poncha Springs.
  - We are beginning to have weekly meetings to prepare an application to CHFA for the tax credits; a letter of intent to apply is due in December 2020.
- Rental Deposit Guarantee Program: This program is continuing to see an increase in inquiries and activities.
  - The first tenant on the program has paid off her deposit, and a check was distributed to the landlord.
  - Three new tenants have entered the program this past month.
  - Secure document management and storage is a need for this program.
- Health Disparities Grant Program
  - On May 28<sup>th</sup> the HDGP team hosted an online "Dinner and a Movie" event, attended by well over 70 people. We used nearly \$8000 from the grant to purchase gift cards to Chaffee County restaurants, which participants received upon registration. You are able to view the stories, and more, on this new landing page: <https://www.housinghealthchaffee.org/>

- The HPAC will engage in a mini-storytelling workshop on June 4<sup>th</sup>, as a way to recruit additional storytellers and advocates for the FY 21 HDGP Storytelling workshop.
- We adjusted the year-end FY 20 HDGP budget to apply funds towards marketing and communication assets designed to keep community members engaged in this ongoing conversation about land use, housing, and the social determinants of health.
- Two final events are planned for the FY20 grant year: Randall Arendt, who spoke to us about conservation subdivision planning, has agreed to create two conservation subdivision plans for parcels in Chaffee County, one on the northern end of the county and one on the southern end of the county. He will present his plans, along with the process he used to create them, via zoom presentations on June 25-26. Planning staff throughout the county, along with planning commissioners and elected officials will be invited to view these presentations; the goal of this exercise is for audience members to increase their understanding of how conservation subdivision design works, and how it might play out in Chaffee County.
- FY21 HDGP Statement of Work: Our budget and statement of work for FY21 have been approved, and includes the following activities:
  - Two community-wide education events
  - Convening of a Planning Collaborative among all of the jurisdictions within the county.
  - Offering at least four training and technical assistance events for the Planning Collaborative.
  - Contracting the evaluation of a collaborative GIS tool, shared among the Planning Collaborative.
  - Contracting the creation of additional GIS layers, if possible.

Please note that due to COVID-19 CDPHE has cut the funding to many programs, including the HDGP. Our initial budget of \$207,525 was cut to \$90,898. We absorbed much of it by not reimbursing county staff for time spent on this project. Our FY 20 grant reimbursed time worked by the Directors of Public Health and Housing, and both County Planners.

- C-PACE: I am maintaining communication with CPACE Director Tracy Phillips to monitor the situation in Fremont County; there is no update since last month.
  - Please note that I am receiving communications from a group in Salida who are focused on energy efficiency and sustainability; they are advocating for the county to opt in. I have kept them informed of the reason for our delay.

- Chaffee County Comprehensive Plan Update:
  - I offered a draft of Housing Goals to the Planning Commission for their work session on housing; it was the result of significant work by HPAC membership. A draft of these goals is included as an attachment to the end of this report.
- Salida Land Use Code Update:
  - There has been no new activities on this matter since last report.

## Community Partnerships

I continue to develop working relationships with a myriad of service providers within Chaffee County, often centering around the Rental Deposit Guarantee Program.

- State and Federal funding and Policy during COVID-19: I am staying apprised of the system changes and funding changes that are occurring due to the state and federal response to COVID-19. In particular, I am focusing on funds to support housing stabilization, new construction, infrastructure supports for community facilities, and what is to become of the state affordable housing funds that we gained during last year's legislative session.
- Public Private Partnerships:
  - I continue to work with Chaffee County Community Foundation to flesh out two potential housing developments. The CCCF was awarded \$39,000 from the Colorado Health Foundation to conduct pre-development work on both projects. Part of this predevelopment work is evaluating public private partnerships in terms of ownership structure.
  - We are convening with our DOLA-DOH Housing Development Specialist June 3<sup>rd</sup> to understand the market study requirements for the DOH funding.
- CHFA:
  - The CHFAReach, professional development opportunity scheduled for July 23<sup>rd</sup> at the Poncha Springs Town Hall is still tentatively being planned. The topic of this session will be LITC compliance, applicable to management of multi-family complexes include Collegiate Commons, Sunrise Manor, DeAnza Vista, Riverbend, and Salida Apartments. The new Confluent Park LITC and potential Mesa Crossings would benefit from attending as well.
  - Private Activity Bonds: I have contacted the Private Activity Bond Manager at CHFA to initiate discussions about assigning Chaffee County's allocation back to CHFA; you should expect to see this topic on a BOCC agenda in July, 2020.
- Colorado Mountain Housing Coalition:
  - I have been elected president of the Colorado Mountain Housing Coalition (CMHC). This non-profit is a coalition of Housing professionals from communities similar to ours, works to provide education, support, and networking

to small, rural, and amenity rich mountain housing professionals, and hosts an annual meeting/conference in September, yearly.

- I am working with the Director of Housing Colorado in planning the conference, thematically, so the CMHC conference doesn't overlap with the Housing Now conference, later in the fall.
- The Alliance:
  - I am working with the Director of The Alliance and staff to identify funding for housing stabilization support (homeless prevention and/or rapid rehousing).
  - We conducted a survey of both long and short-term rental owners; largely, they reported feeling unsure about the resources they or their tenants may have access to. Our next steps include identifying subject matter experts to address the topics of interest.

### Professional Development

- I have learned how to host Zoom Webinars, including multiple panelists and multi-media sharing. This has been a steep learning curve, but will likely offer more community engagement opportunities as we continue to use Zoom options even when we begin meeting in person again.
- I have purchased a license to Monday, an online project management software. I am testing it with the CCCF as we navigate the predevelopment work on the potential development projects.

<b>COLLABORATION AND ORGANIZATIONAL CAPACITY</b>	
<b>A. Collaborate regionally to address the affordable housing issues faced by Chaffee County.</b>	1. Support the Chaffee Housing Authority by meeting financial commitments and participation by County leadership.
	2. Designate the Chaffee Housing Authority as the public entity to represent Chaffee County in affordable housing projects.
	3. Update the Regional Housing Assessment every 5 years.
	4. Use the Chaffee Housing Authority Strategic Plan and Regional Housing Assessment to periodically measure progress in achieving regional goals for affordable housing.
<b>HOUSING LAND USE POLICIES</b>	
<b>B. Adopt policies that promote the development and preservation of housing types across the</b>	1. Incentivize housing for low- and moderate-income households in designated districts using tools such as: fee reductions, density bonuses, and expedited approval.

<b>housing spectrum that serve residents across a range of demographics and incomes.</b>	2. Research applicability of a County inclusionary zoning ordinance for major subdivisions.
	3. Coordinate with the Chaffee Housing Authority the County-wide Housing Plan to align land use policies between the County and municipalities to support production of affordable housing.
<b>C. Promote the development of innovative, low-cost, and diverse housing types in designated growth areas adjacent to existing communities and employment.</b>	4. Research and adopt zoning and development standards within designated districts that permit different housing types including duplexes, multiplex, tiny homes, ADUs, etc. as use by right.
<b>REVENUE STREAMS &amp; FUNDING</b>	
<b>D. Develop a dedicated housing fund to be used to support the MJHA, affordable housing programs, and housing production.</b>	1. Build support for an affordable housing development and preservation fund.
	2. Create a local impact investment structure to facilitate local investment in affordable housing development.
<b>HOUSING PRODUCTION &amp; PRESERVATION</b>	
<b>E. Work with the Chaffee Housing Authority to meet the regional affordable housing production goals as established in the Chaffee County Regional Housing Needs Assessment.</b>	1. Offer financial contribution to the acquisition, rehabilitation or development of existing and/or new Low Income Tax Credit developments.
	2. Acquire and bank land and/or structures for future development, redevelopment, or financial equity.
	3. Offer financial contribution to development costs of public private partnerships which result in permanent or long-term affordability.
	4. Offer financial capital towards private market development costs in exchange for permanent or long-term affordability as defined in the Chaffee Housing Authority's Strategic Plan.
<b>HOUSING QUALITY</b>	
<b>F. Ensure residents have access to safe and livable homes.</b>	1. Partner with the Northwest Colorado Council of Governments and the Upper Arkansas Council of Governments to bring, promote and execute their Weatherization and Preservation programs.



## TOWN OF BUENA VISTA

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

DATE: June 9<sup>th</sup>, 2020  
 TO: Mayor and Board of Trustees  
 FROM: Phillip Puckett, Town Administrator  
 AGENDA ITEM: Town Administrator Report

### Key Dates

Topic	Date & Time	Location
<b>Board Training with CML</b>	Working on a date for in person	TBD
<b>Intergovernmental Meeting</b>	Postponed to August 31 <sup>st</sup> , 6:00pm	TBD
<b>Jimmy Tidwell retirement party</b>	Saturday July 23 <sup>rd</sup> , 2:00pm	Community Center

- **COVID-19 updates**

- CARES Relief Funding for Local Governments
  - Administrators (County, Salida, Poncha, BV) are proceeding with an agreement to allocate the \$1.7M across the county/municipalities based on population. Money is held by the state and allocated to counties/municipalities for approved reimbursement requests
  - Each entity will be responsible for tracking and submitting reimbursement requests through DOLA
  - Eligible expenses are limited to direct COVID-19 expenses. Lost sales tax is not an eligible expense
  - Administrators are building up a list of options and we will keep the Board updated
- Staff has been busy helping several businesses with their Temporary Use / Liquor premise expansion. Over the first 2 weeks we have issued permits to Eddyline South Main and Quincys. We have active requests with Sorelle Delicatessen, La Herradura, Eddyline Brewery, Elkhorn Pizza and Surf Hotel. Rooster's Crow has expanded into their parking and ADA space and we are waiting to hear back from them.
- Emergency Response Fund - <https://www.chaffeecommunity.org/erf>

- **Main Street Program**

- Program was suspended in January 2019 due to staffing changes

- Town staff approached the BV Chamber to see if they would like to take over management of the program (common for the program to be run out of the Chamber)
- The Chamber has determined that they cannot effectively run the program due to limited staffing and higher priorities
- Town staff is recommending that we withdraw from the program for the following reasons and would welcome input and direction from the Board:
  - East Main Street has changed significantly since the 2013 DCI study and when Town joined the Main Street program in 2014/2015. Since that time, the private sector has grown significantly both in number of businesses and experience (music, events, building remodels, etc.). The Town also has increased ongoing investment into maintenance and enhancements (trash/recycling cans, benches, flowers, gardens, signage, trees, etc.)
  - The program is not effective as a top-down approach nor is it meant to be another advisory board. We have seen more success come from “grass-roots” efforts.
  - Town staff capacity is limited and is consistently committed to higher priorities
  - In recent years, the Town Board has recognized the need for broader economic focus including the Airport, Colorado Center, Highway corridor, Chaffee Properties, East/West/South Main and Antero Circle.
- **Staffing updates**
  - As approved and planned in the 2020 budget, Joel Benson will switch from a Contractor to an Employee starting July 1<sup>st</sup>. Joel will continue as a Project Manager helping us with large capital projects and long-term planning efforts for water rights, water infrastructure, transportation, large developments. Joel will also assist the Administrator with policy development and can serve as a liaison with agencies such as Upper Arkansas Water Conservancy District, Colorado Parks & Wildlife, Department of Correction, and CDOT.
  - Police Chief – 2 finalists interviewed June 4<sup>th</sup> with an announcement coming soon
  - Seasonal staff – 2 positions at the Airport (no cost to Town), 1 position in Parks. We will evaluate additional seasonal staff to help keep up with COVID related impacts such as facility cleaning and trash.

Thank you for your attention to my report. Please let me know if you have questions.



Phillip Puckett, Town Administrator



## TOWN OF BUENA VISTA

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

DATE: June 9, 2020  
 TO: Mayor and Board of Trustees  
 FROM: Michelle Stoke, Town Treasurer

AGENDA ITEM: Treasurer's Report

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### Budget Summary:

I have attached the Budget to Actual Summary for your review. In general, we are running approximately 25% of Revenues received and approximately 45% of Expenses paid out through May.

### Town Expenditures:

Since the May 26, 2020 report the Town has issued:

- 40 accounts payable checks for a total of \$185,452.44
- ACH withdrawals to the IRS, FPPA, CCOERA and Colorado Department of Revenue for pay period ending 05/16/2020 was \$33,909.58.
- Net payroll was \$72,541.57 for the same period.
- The breakdown by Fund for AP and payroll-related check disbursements plus the ACH payments is as follows: *(Note that not all expenditures are expenses since some are reimbursements or withholding from employees' gross payroll)*
  - General Fund - \$ 103,769.62
  - Water Enterprise Fund - \$ 102,088.72
  - Capital Improvement Fund - \$ 8,183.11
  - Stormwater Enterprise Fund- \$ 0.00
  - Airport Enterprise Fund - \$ 5,102.57
  - Street Fund \$ 218.00
  - TOTAL \$ 219,362.02

### Expenditures Over \$2,000.00

-Claudia Campbell for \$2,500.00 for landscape deposit refund  
 -Great Plains Structures for \$43,915.39 for retainage on completed water project  
 -Heart of the Rockies Regional Medical Center for \$2,792.36 for June lease payment for Police Department  
 -Hoffmann, Parker, Wilson & Carberry for \$8,805.12 for Planning, Litigation and Board of Trustees  
 -McFarland Oil for \$2,461.40 for April fuel charges  
 -Micro-Comm for \$4,378.20 for retainage on completed water project  
 -Miles Construction for \$32,523.45 for retainage on completed water project  
 -Olsson for \$8,183.11 for continued services for the Arizona Trail project  
 -RG & Associates for \$4,361.25 for final water project expenses  
 -Lincoln National Life Insurance Company for \$2,066.79 for employee disability premiums for June  
 -CEBT for \$53,556.43 for employee health insurance premiums for June  
 -Cheryl Richmond for \$2,000.00 for landscape deposit refund  
 -Delta Dental for \$4,222.01 for employee dental insurance premiums for June  
 -Joel Benson for \$2,957.50 for consulting services for April

This concludes my report.  
I will entertain questions at this time.

Michelle Stoke, CPA  
Treasurer/Finance Director



Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 01 - General Fund</b>						
<b>Revenue</b>						
100 - General Government	4,222,543.58	4,222,543.58	342,475.72	1,121,710.55	-3,100,833.03	26.56 %
120 - Town Clerk	30,950.00	30,950.00	1,767.50	13,325.25	-17,624.75	43.05 %
125 - Municipal Court	45,770.00	45,770.00	1,169.00	7,124.20	-38,645.80	15.57 %
150 - Public Support	35,500.00	35,500.00	0.00	525.00	-34,975.00	1.48 %
210 - Police Department	36,400.00	36,400.00	0.00	2,400.00	-34,000.00	6.59 %
230 - Fire Department	11,900.00	11,900.00	0.00	311.68	-11,588.32	2.62 %
235 - Incident Deployment	88,000.00	88,000.00	0.00	15,550.75	-72,449.25	17.67 %
310 - Planning (Development)	51,200.00	51,200.00	2,707.62	11,931.68	-39,268.32	23.30 %
320 - Community Center	13,500.00	13,500.00	103.00	4,482.00	-9,018.00	33.20 %
410 - Public Works	1,500.00	1,500.00	30.00	11,438.87	9,938.87	762.59 %
415 - Street Maintenance	510.00	510.00	90.00	210.00	-300.00	41.18 %
510 - Parks Department	8,000.00	8,000.00	1,550.00	4,900.00	-3,100.00	61.25 %
515 - Rodeo Grounds	750.00	750.00	0.00	0.00	-750.00	0.00 %
520 - Cemetery	6,350.00	6,350.00	2,400.00	9,650.00	3,300.00	151.97 %
550 - Recreation Department	97,670.00	97,670.00	115.00	12,637.00	-85,033.00	12.94 %
<b>Revenue Total:</b>	<b>4,650,543.58</b>	<b>4,650,543.58</b>	<b>352,407.84</b>	<b>1,216,196.98</b>	<b>-3,434,346.60</b>	<b>26.15 %</b>
<b>Expense</b>						
110 - Mayor & Board of Trustees	44,730.10	44,730.10	3,497.51	18,130.61	26,599.49	40.53 %
115 - Elections	18,875.00	18,875.00	41.28	4,962.27	13,912.73	26.29 %
120 - Town Clerk	147,635.98	147,635.98	6,394.85	35,712.33	111,923.65	24.19 %
125 - Municipal Court	72,655.47	72,655.47	2,966.58	18,939.71	53,715.76	26.07 %
130 - Town Administrator	274,062.43	274,062.43	25,359.42	130,018.58	144,043.85	47.44 %
135 - Financial Administrator	234,904.35	234,904.35	16,030.78	98,813.35	136,091.00	42.07 %
140 - Town Hall Operations	37,038.10	37,038.10	1,532.16	18,735.71	18,302.39	50.58 %
150 - Public Support	370,124.00	370,124.00	3,061.73	126,640.27	243,483.73	34.22 %
160 - Information Technology	154,283.51	174,283.51	8,285.40	85,648.85	88,634.66	49.14 %
210 - Police Department	1,210,167.60	1,210,167.60	88,139.87	508,680.26	701,487.34	42.03 %
220 - Public Safety Complex	17,900.00	17,900.00	1,300.92	12,186.54	5,713.46	68.08 %
230 - Fire Department	471,149.95	471,149.95	38,221.85	218,689.32	252,460.63	46.42 %
235 - Incident Deployment	40,500.00	40,500.00	0.00	8,610.61	31,889.39	21.26 %
310 - Planning (Development)	264,739.85	264,739.85	26,669.60	132,330.32	132,409.53	49.99 %
320 - Community Center	32,042.78	32,042.78	916.32	11,450.41	20,592.37	35.73 %
330 - BVTV - Public Access Television	500.00	500.00	0.00	0.00	500.00	0.00 %
410 - Public Works	478,588.72	478,588.72	36,460.64	196,165.28	282,423.44	40.99 %
415 - Street Maintenance	32,572.83	32,572.83	636.30	9,451.46	23,121.37	29.02 %
510 - Parks Department	352,611.84	352,611.84	15,370.61	83,840.41	268,771.43	23.78 %
520 - Cemetery	3,250.00	3,250.00	86.95	461.76	2,788.24	14.21 %
550 - Recreation Department	323,432.14	323,432.14	15,858.00	92,448.95	230,983.19	28.58 %
<b>Expense Total:</b>	<b>4,581,764.65</b>	<b>4,601,764.65</b>	<b>290,830.77</b>	<b>1,811,917.00</b>	<b>2,789,847.65</b>	<b>39.37 %</b>
<b>Fund: 01 - General Fund Surplus (Deficit):</b>	<b>68,778.93</b>	<b>48,778.93</b>	<b>61,577.07</b>	<b>-595,720.02</b>	<b>-644,498.95</b>	<b>-1,221.27 %</b>
<b>Fund: 02 - Water Enterprise Fund</b>						
<b>Revenue</b>						
710 - Water Distribution Operations	1,114,483.69	1,114,483.69	115,232.70	448,996.99	-665,486.70	40.29 %
730 - System Development Capital Improvement	463,000.00	463,000.00	28,419.00	139,926.24	-323,073.76	30.22 %
<b>Revenue Total:</b>	<b>1,577,483.69</b>	<b>1,577,483.69</b>	<b>143,651.70</b>	<b>588,923.23</b>	<b>-988,560.46</b>	<b>37.33 %</b>
<b>Expense</b>						
710 - Water Distribution Operations	666,681.34	666,681.34	39,253.22	223,250.61	443,430.73	33.49 %
715 - Treatment Plant Operations	100,850.00	100,850.00	3,505.78	35,581.85	65,268.15	35.28 %
720 - Infrastructure Maintenance & Replacement	0.00	0.00	0.00	8,298.75	-8,298.75	0.00 %

## Budget Report

For Fiscal: 2020 Period Ending: 05/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
730 - System Development Capital Improvement	731,675.00	731,675.00	4,836.25	6,761.25	724,913.75	0.92 %
740 - Water Debt Service	111,780.00	111,780.00	0.00	55,890.00	55,890.00	50.00 %
<b>Expense Total:</b>	<b>1,610,986.34</b>	<b>1,610,986.34</b>	<b>47,595.25</b>	<b>329,782.46</b>	<b>1,281,203.88</b>	<b>20.47 %</b>
<b>Fund: 02 - Water Enterprise Fund Surplus (Deficit):</b>	<b>-33,502.65</b>	<b>-33,502.65</b>	<b>96,056.45</b>	<b>259,140.77</b>	<b>292,643.42</b>	<b>-773.49 %</b>
<b>Fund: 03 - Capital Improvement Fund</b>						
<b>Revenue</b>						
100 - General Government	118,500.00	118,500.00	0.00	1,692.10	-116,807.90	1.43 %
415 - Street Maintenance	387,299.00	387,299.00	0.00	0.00	-387,299.00	0.00 %
510 - Parks Department	615,748.00	615,748.00	195.00	23,195.00	-592,553.00	3.77 %
520 - Cemetery	0.00	0.00	500.00	500.00	500.00	0.00 %
<b>Revenue Total:</b>	<b>1,121,547.00</b>	<b>1,121,547.00</b>	<b>695.00</b>	<b>25,387.10</b>	<b>-1,096,159.90</b>	<b>2.26 %</b>
<b>Expense</b>						
210 - Police Department	113,000.00	113,000.00	0.00	11,930.24	101,069.76	10.56 %
230 - Fire Department	0.00	0.00	0.00	200,000.00	-200,000.00	0.00 %
310 - Planning (Development)	50,000.00	50,000.00	24,000.00	26,000.00	24,000.00	52.00 %
410 - Public Works	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
415 - Street Maintenance	611,560.00	611,560.00	8,183.11	42,661.26	568,898.74	6.98 %
510 - Parks Department	512,000.00	512,000.00	0.00	2,913.01	509,086.99	0.57 %
515 - Rodeo Grounds	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
550 - Recreation Department	27,500.00	27,500.00	11,195.00	24,592.89	2,907.11	89.43 %
<b>Expense Total:</b>	<b>1,326,060.00</b>	<b>1,326,060.00</b>	<b>43,378.11</b>	<b>308,097.40</b>	<b>1,017,962.60</b>	<b>23.23 %</b>
<b>Fund: 03 - Capital Improvement Fund Surplus (Deficit):</b>	<b>-204,513.00</b>	<b>-204,513.00</b>	<b>-42,683.11</b>	<b>-282,710.30</b>	<b>-78,197.30</b>	<b>138.24 %</b>
<b>Fund: 04 - Conservation Trust Fund</b>						
<b>Revenue</b>						
590 - Conservation Trust Fund	40,000.00	40,000.00	0.00	8,704.09	-31,295.91	21.76 %
<b>Revenue Total:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>0.00</b>	<b>8,704.09</b>	<b>-31,295.91</b>	<b>21.76 %</b>
<b>Expense</b>						
590 - Conservation Trust Fund	39,000.00	39,000.00	0.00	0.00	39,000.00	0.00 %
<b>Expense Total:</b>	<b>39,000.00</b>	<b>39,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>39,000.00</b>	<b>0.00 %</b>
<b>Fund: 04 - Conservation Trust Fund Surplus (Deficit):</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>8,704.09</b>	<b>7,704.09</b>	<b>870.41 %</b>
<b>Fund: 06 - Stormwater Enterprise Fund</b>						
<b>Revenue</b>						
900 - Stormwater	68,000.00	68,000.00	5,968.06	29,648.19	-38,351.81	43.60 %
<b>Revenue Total:</b>	<b>68,000.00</b>	<b>68,000.00</b>	<b>5,968.06</b>	<b>29,648.19</b>	<b>-38,351.81</b>	<b>43.60 %</b>
<b>Expense</b>						
900 - Stormwater	115,036.00	115,036.00	1,650.00	1,650.00	113,386.00	1.43 %
<b>Expense Total:</b>	<b>115,036.00</b>	<b>115,036.00</b>	<b>1,650.00</b>	<b>1,650.00</b>	<b>113,386.00</b>	<b>1.43 %</b>
<b>Fund: 06 - Stormwater Enterprise Fund Surplus (Deficit):</b>	<b>-47,036.00</b>	<b>-47,036.00</b>	<b>4,318.06</b>	<b>27,998.19</b>	<b>75,034.19</b>	<b>-59.53 %</b>
<b>Fund: 07 - Airport Enterprise Fund</b>						
<b>Revenue</b>						
810 - Airport Cost of Goods Sold	408,500.00	408,500.00	0.00	39,678.46	-368,821.54	9.71 %
830 - Airport Operational Support	210,500.00	210,500.00	185.00	17,727.00	-192,773.00	8.42 %
850 - Airport Capital Improvements	370,000.00	370,000.00	0.00	350,000.00	-20,000.00	94.59 %
<b>Revenue Total:</b>	<b>989,000.00</b>	<b>989,000.00</b>	<b>185.00</b>	<b>407,405.46</b>	<b>-581,594.54</b>	<b>41.19 %</b>
<b>Expense</b>						
810 - Airport Cost of Goods Sold	228,950.00	228,950.00	0.00	2,917.24	226,032.76	1.27 %
830 - Airport Operational Support	338,222.87	338,222.87	21,630.50	142,135.36	196,087.51	42.02 %
850 - Airport Capital Improvements	420,889.00	420,889.00	48,538.00	48,538.00	372,351.00	11.53 %
<b>Expense Total:</b>	<b>988,061.87</b>	<b>988,061.87</b>	<b>70,168.50</b>	<b>193,590.60</b>	<b>794,471.27</b>	<b>19.59 %</b>
<b>Fund: 07 - Airport Enterprise Fund Surplus (Deficit):</b>	<b>938.13</b>	<b>938.13</b>	<b>-69,983.50</b>	<b>213,814.86</b>	<b>212,876.73</b>	<b>22,791.60 %</b>
<b>Fund: 35 - Street Fund</b>						
<b>Revenue</b>						
100 - General Government	504,457.46	504,457.46	38,923.13	137,134.26	-367,323.20	27.18 %
415 - Street Maintenance	13,000.00	13,000.00	0.00	2,379.81	-10,620.19	18.31 %

## Budget Report

For Fiscal: 2020 Period Ending: 05/31/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Revenue Total:</b>	<b>517,457.46</b>	<b>517,457.46</b>	<b>38,923.13</b>	<b>139,514.07</b>	<b>-377,943.39</b>	<b>26.96 %</b>
<b>Expense</b>						
415 - Street Maintenance	487,225.00	487,225.00	2,013.00	52,432.12	434,792.88	10.76 %
<b>Expense Total:</b>	<b>487,225.00</b>	<b>487,225.00</b>	<b>2,013.00</b>	<b>52,432.12</b>	<b>434,792.88</b>	<b>10.76 %</b>
<b>Fund: 35 - Street Fund Surplus (Deficit):</b>	<b>30,232.46</b>	<b>30,232.46</b>	<b>36,910.13</b>	<b>87,081.95</b>	<b>56,849.49</b>	<b>288.04 %</b>



## TOWN OF BUENA VISTA

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

DATE: June 9th, 2020

TO: Mayor and Board of Trustees

FROM: Earl Richmond, Recreation Director

AGENDA ITEM: Recreation Director Report

### Directors Report

We have all experienced many changes in our daily lives over the past 3 months. We appreciate your patience as a community member and your continued support of BV Rec. It feels like we are now making a turn towards our “new norm.” This will require us to adapt as a department and community until we get there. Below is a quick list of things our team has been working on over the past month to reach our goals. We have also included some additional documents to bring the board up to speed on messaging, updates and volunteer opportunities. Thank you.

Capital Improvement Projects and other maintenance items have been keeping us very busy at BV Rec.

- The BV Skatepark expansion project is complete. We added 1800 square feet of skatable space, moved the bleaches, and relocated the shade gazebo. We received a great donation from Go Green Racing (Aaron McDowell) for a full-sized above ground half pipe. He and his team have installed the pipe on the south end of the complex and everyone is loving it. The park is very busy every day and more parents seem to enjoy hanging out in this new arrangement.
- The final design is complete and building permits have been submitted for the shade structure at McPhelemy Park. We are shooting for an early August (Concerts in the Park will be in July, so we want to avoid any interference) groundbreaking and plan to complete the structure in two weeks from start to finish.
- Volleyball sand has all been delivered and the new VB nets and lines are on order. This project should be complete and open to the public in 10-14 days.
- The Pump Track Rehab project will take place on Friday, June 19th, and Saturday, June 20th. Stay tuned on how you and your friends/family can chip in some time and energy to help here. Thank you, Rick, for the great donation of telephone poles to complement the new features at the park. They are going to be awesome.
- BV Rec teams have assisted with the Disc Golf Course improvements, trash maintenance, trail, and park signage and the remodel of the vandalized changing stations.

BV Rec continues to meet up with several agencies each day to keep us moving forward in these most different times.

- BV Rec was able to connect with the Peak to Peak Pickleball crew to discuss what we learned from GOCO during our post-grant application follow up call. Peak to Peak was very receptive to the feedback and asked a lot of great questions to help them with their planning efforts.
- The town is working with the Boys and Girls Club and Mr. Hackman (owners rep for BGCCC) for the initial planning of a new club facility adjacent to the BV Tennis Courts. There is the potential that Pickleball could build the new courts right to the east of the proposed BGCCC center. If this all lines up, it could make for a very nice arrangement for our entire community.
- The Drone and UAS crew have been dialing in their phase one planes and working with BVPW to see if an access road is feasible in 2020. This is not a budgeted item but if there is time and resources to accomplish this road, it will help the club get improved access to the new facility.
- We were able to close out the Colorado Park and Wildlife grant that supported the development and construction of 12 miles of new single-track trails in 2019. Michelle Stoke did a lot of financial work and balancing of the budget to get all items aligned. I was able to offer a tour to our local CPW review team to show off the work and signage relating to this project. BVSC has been instrumental in this whole process. They have polished up all the new and existing trails with great signage. Job well done. PS. BVSC has hired a new director. This PR should be coming out soon.
- Finalized our permits for 2020 Special Events taking place on public lands in 2020. BV Rec will be a proud sponsor of 14erFest and the related trail races in and around BV.
- We are attending BVSC (Buena Vista Singletrack Coalition) and BV Trails meetings to stay connected for future collaborations with in-town trail development, trail connectivity and maintenance projects.
- The Trail Summit meeting in Fruita scheduled for May has been postponed until early October. We plan to go this fall to learn all about trends and opportunities around all thing's public trails.
- Our teams stay in great communication with the BV Chamber about special events, the 4th of July planning, and other group gatherings around town. The Chamber did decide to cancel the 4<sup>th</sup> of July, Art in the Park and Gold Rush days on their own accord. They will focus on the Fall Color Tour as their next event to run in 2020.
- We assisted with the first annual Chaffee for Chaffe virtual music event on May 24th to raise funds and awareness for local musicians and creatives.
- I lived through my first non PaddleFest weekend in 18 years. It was sad not to have the positive energy of this opening event for our town, but I am sure it will come back bigger and stronger in the future.
- The BV Farmers Market looks to return the first full Sunday in June and plans to be in the S Main Square and open to the public each weekend until late fall.

#### Collaboration with other local and regional teams relating to Rec and Covid 19.

- BV Rec continues to meet up with CPRA for weekly discussions centered around what other municipalities approaches are for programming, events, facilities, and parks. These sessions have been very productive.
- Our department stays in great communication with Salida Parks and Rec teams and BV Schools and DPCA to assure we are moving forward as a united front in Chaffee Co for opening rec facilities and offering programs that meet current guidelines and regulations.
- We meet with Chaffee Co Public Health frequently for guidance and planning towards future changes relating to local and regional recreation opportunities.

## Program Report- Shane

We recently received guidelines from state and local health officials for operating recreational programs and team sports. We are currently working to finalize the schedule and details of our summer offerings. We will release program information and open registration as soon as possible.

- All recreation programs are currently suspended due to the COVID-19 outbreak.
- We are currently finalizing a plan to offer as much of our summer programming as possible, in a manner consistent with the recently released Colorado Public Health Guidelines for those programs. Under these guidelines, we will be permitted to offer outdoor camps or indoor camps in a gym for up to 25 campers in a group and indoor camps in a facility for up to 10 campers per group.
- We have been using this time without programs to complete various projects like assisting with the repairs to the changing stations in the River Park. We have also been in frequent communication with recreation professionals around the state to gather more information to inform our decisions, as well as communicating with Salida Recreation to ensure consistency in our plans to offer programs this summer.

## Facilities Update-Ben

The state of Colorado just updated the Safer at Home guidelines. We refer to these updates when discussing with Chaffee County Public Health as to what our next steps will be.

<https://covid19.colorado.gov/safer-at-home/recreation>

- June 1st: BV Community Center is still closed to the public but will start opening for small groups (no more than 10) with strict social distancing and sanitizing procedures.
  - This is intended to be a trial exercise for more events and rentals, not a revenue generator.
- Amounted refunded to date because of COVID: \$1,480
- 2020 Rental Fees (after COVID19 Refunds and Credits) \$3,445 out of \$7,182.50.
- Pat and Shawn are working on a plan to open the BVCC showers here soon. They have been high in demand but have been unable to be opened due to past restrictions.

## Programming

- Sponsorship
  - Collecting logos for banner drafts
  - Collected \$13,300 (two sponsors have canceled due to COVID)
- 2020 Boat Launch Permits- issuing now
- Website Updates on COVID19 changes

## Special Events

Canceled/Postponed by Event Organizers/Champions (as of 01 JUN): Town of BV has not had to cancel any event YTD. Each event organizer has made their own decisions. We continue to be play the role of advisors and want to assist these teams in any way possible.

- June 6th: Bike Fest: Will return in 2021
- June 12-14th: Collegiate Peaks Rodeo: Will return in 2021

- July 3-5th: Rapids and Grass: Will return in 2021
- July 4th: Independence Day Celebration (Parade, Pancakes, Freedom 5k, and Art in Park): Will return in 2021
- July 5th: July 5th: BV Optimist Club Mountain Mania Car Show
- July 16-19th: Outliving it Fest: Postponed for later this fall (TBD)
- August 1-2nd: Gold Rush Days (may still have small events, TBD)
- August 3rd: Trans Rockies Run: Will return in 2021
- August 29th: Trail Sisters Run: Will return in 2021
- September 12th: Flaming Foliage Relay: Will return in 2021
- September 19th: BV Autumn Color Run: Will return in 2021

Still Planned as Normal or with Modification (as of 01 JUN):

- July 4th: American Legion Fireworks Display (subject to fire restrictions)
- August 6-8th: Contin Trail Gem and Mineral Show
- September 5th: BV Optimists Club Fishing Derby
- September 9-12th: Bronco Super Celebration at Rodeo Grounds
- September 19th: Boys and Girls Club's Boots and Bolos at Community Center (tentatively planned)
- September 21: BV Strong Dinner
- September 24-27th: 14er Fest
- October 3rd: Thunder Thighs
- October 10th: Paws 4 LEOs Fundraiser at Community Center
- November 7-8th: BV Outlaw Race
- December 5th: BV Chamber's Christmas Open

Respectfully,

*Earl Richmond*

Earl Richmond  
Recreation Director



## Town of Buena Vista Recreation Department

P.O. Box 2002

Buena Vista, CO 81211

DATE: Friday, June 5th, 2020

The following town facilities are **OPEN** with posted guidelines and restrictions:

- The Buena Vista Dog Park
- Pump Track
- Tennis, Pickleball, and Basketball Courts (not to exceed 25 people at any time)
- Skate Park (not to exceed 25 people at any time)
- Disc Golf Course
- Town Trail System
- Town Fields and General Park Areas
- **Pavilion and Picnic Areas** (limited to groups of 10 or less)
- **All Play Structures** - Columbine Park, Community Center Park, McPhelemy Park, Millie Crymble Park, Rocks and Ropes Park, South Main Town Square Boulders (not to exceed 10 people at any time)

\*Permitted usage in these spaces does not include any activities that would violate the six-foot distance requirements, large group gatherings, or activities that would involve the sharing of any equipment.

*Please come prepared with your own personal supplies including hand sanitizer and wipes. We appreciate your efforts to keep our parks, trails, and facilities clean and free of trash and dog waste.*

The Splash Park Water Feature, BV Community Center, and some restroom facilities remain closed to the public. Please avoid congregating in large groups and try to recreate with your immediate family or housemates. Expect limited services and bring your own hand sanitizer, water. Most importantly be safe and have some FUN.

We recently received guidelines from state and local health officials for operating recreational programs and team sports. We are currently working to finalize the schedule and details of our summer offerings. We will release program information and open registration as soon as possible. Additionally, many events and facility rentals are further postponed until at least mid-June.. We will reassess future rentals and events in the near future.

Our team is here to assist you in any way possible. For assistance, please feel free to call or email us so we can best serve your needs:

Programming	Shane Basford	719-581-0412	<a href="mailto:bvrec@buenvistaco.gov">bvrec@buenvistaco.gov</a>
Rentals / Events	Ben Eichel	719-581-1029	<a href="mailto:events@buenvistaco.gov">events@buenvistaco.gov</a>
Planning	Earl Richmond	719-395-2408	<a href="mailto:recdirector@buenvistaco.gov">recdirector@buenvistaco.gov</a>

Stay Happy, Stay Healthy, Stay Safe! BV Rec [www.buenvistarec.com](http://www.buenvistarec.com) FB @BVParksandRec

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## BV Rec Program Operation Guidelines - Summer 2020-BV Rec

- Outdoor programs shall have no more than 25 participants. Indoor programs will have no more than 10 participants if held at the Community Center or no more than 25 participants if held in a gym.
- Participants and instructors must undergo a health screening when they arrive. Participants and instructors will be sent home if they are experiencing any symptoms of illness including cough, sore throat, shortness of breath or difficulty breathing, chills, fever, runny nose, head or body aches, nausea, vomiting, diarrhea, and loss of taste or smell.
- Participants and instructors will be asked not to attend a program if they have been in contact with someone with COVID-19.
- Masks or face coverings required whenever possible.
- Participants should always be at least 6ft apart.
- Participants and instructors will be required to sanitize their hands before entering the facility.
- Parents should remain in their vehicle during drop-off and pick up or follow all social distancing requirements if observing the program.
- Participants should bring their own equipment and water bottle, if possible, and will set their belongings 6ft apart from others.
- Participants should come to the program dressed to participate.
- There will be at least 15 minutes between different program sessions.
- All staff and participants will be informed of the BV Program Operation Guidelines at the beginning of each program.
- If there is a confirmed case of COVID-19 among program participants or instructors, BV Rec will notify and cooperate with their Chaffee County Public Health agency on the next steps.

# BV PUMPTRACK REHAB DAYS

Volunteer a couple hours of your time to help restore this popular local facility! Our public pumptrack was constructed over 10 years ago and it is time to give it some “love.” The goal is to rehabilitate the soil, improve the features, and add a few new additions for the enjoyment of all users. Anyone can help out! For more information and guidance on what to bring and to schedule your time, please contact Earl at 719-221-1461 or [recdirector@buenavistaco.gov](mailto:recdirector@buenavistaco.gov).

- When: Friday June 19th from 12 p.m.-4 p.m **AND** Saturday June 20th from 10 a.m-2 p.m.
- Where: Buena Vista Pump Track-The intersection of E Main and S Main Streets.



Stay happy. Stay healthy.  
Facebook: [bv parks and recreation](https://www.facebook.com/bv_parks_and_recreation)



# THIS FACILITY IS OPEN

**This facility will be monitored by the Town of Buena Vista. Please do your part to help keep yourself and our community safe.**

- **Be Kind. Respect others.**
- **Please do not use this facility if you are experiencing symptoms of COVID-19 or may have been exposed to someone with COVID-19.**
- **Social Distancing of 6 feet is required. Please refrain from physical contact with others.**
- **No more than 25 people at this facility at any time.**
- **Please wear a face covering.**
- **Bring your own equipment. Be prepared for limited resources and bring your own hand sanitizer.**
- **Unsafe or inconsiderate behavior may result in a loss of privilege or the closure of this facility.**

**THANK YOU**

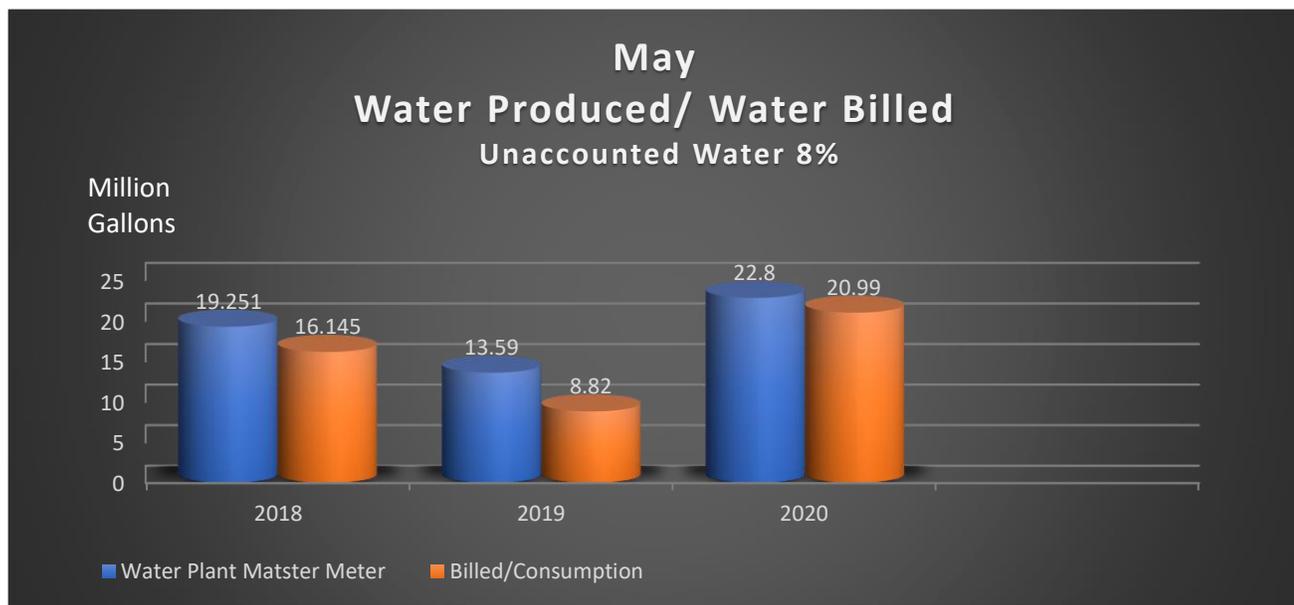




# TOWN OF BUENA VISTA PUBLIC WORKS

**MEETING DATE:** June 9, 2020  
**TO:** Mayor and Board of Trustees  
**FROM:** Shawn Williams, Public Works Director  
**AGENDA ITEM:** Staff Report

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<b>Construction; 70,000 gal. (estimated)</b>	<b>Fill Station; 85,000 gal.</b>	<b>Fire Hydrant Flushing; 5,000 gal.</b>
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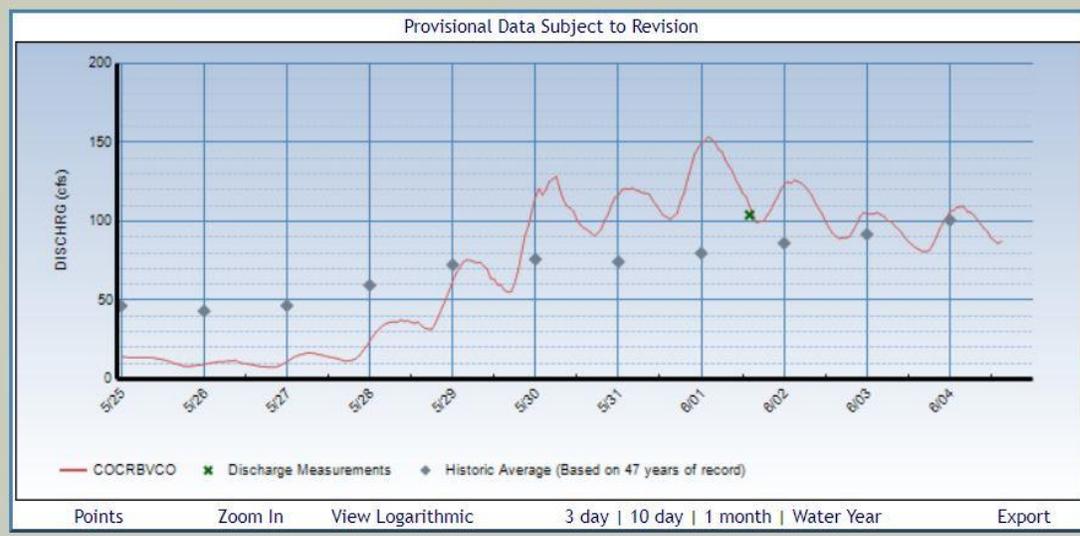
#### Water:

- Normal Operations
- Performing fire hydrant maintenance and flushing
- Monthly Sampling, No Issues
- Cross-connection inspections and backflow testing, on-going
- Water Department continues to collect piezometer/test well data
- 2019 Sanitary Survey is available at these locations; Community Center, Town Hall, Public Works, Library and will be published this week in the Chaffee County Times
- Spring Run-off appears to be low this year, if current conditions continue, expect to see voluntary water restrictions recommendation in this month's water bill

## Recent Cottonwood Creek Stream Flows

**Station Name:** COTTONWOOD CREEK NEAR BUENA VISTA (COCRBVCO)  
**Data Source:** Co. Division of Water Resources  
**Rating Table:** COCRBVCO08 [ [View Table | Points](#) ]  
**Current Shift:** [-0.04](#)

**Most Recent Value:** 86.8 cfs 6/4/2020 16:30  
**Gage Height:** 2.89 ft



### Streets:

- Street Painting
- Crack-sealing Main Street this week (A-1 Chip-Seal)
- Railroad St./Collegiate Heights sidewalks, drainage and curb & gutter installation continue
- Pothole repair and patching continues
- Sign installation and maintenance as needed
- Asphalt subgrade preparation for 2020 Street Fund Bid Awards

### Engineering Projects:

- Continue updating and modifying the Town's Standards and Specification
- Working on Stormwater and drainage
- Continue to work on Well #4 engineering
- Continue to work on Gallery Expansion Project
- Beldan/Pinon Street Drainage and elevations survey and review
- Alley Standards and specifications

### Parks:

- Summer operations in full swing
- Mowing and string trimming
- Opened Columbine Park Restrooms
- Sprinkler/Irrigation repair as needed
- Spring turf/grass fertilizing complete
- Recycle Center Sign installation pending
- Main Street Planters
- Trash removal as needed
- Cemetery Irrigation system installation continues

**Facilities and Building Maintenance:**

- Normal Operations

**Fleet:**

- Normal Operations and Vehicle Maintenance and Repair

**Highlights and Noteworthy Items:**

- Subcontractor paving for new streets at the Farm Development
- Booked and Pending Street Fund Projects
  1. Railroad Street Improvement = \$68,870.00
  2. Crack- Seal Main Street Project = \$19,986.75
  3. Chip-Seal Projects = \$74,268.75
  4. Rodeo Road Overlay (Chaffee County Road and Bridge) = \$69,000.00
  5. Additional asphalt overlay and repair projects still pending
- Replacing west limits sign (PSH Sign Shop)
- New Irrigation Boxes on Main Street (Beautification Board)



Respectfully Submitted,

*Shawn Williams*

Shawn Williams, Public Works Director



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

June 06, 2020

From: Jack Wyles / Airport Manager

**Subject: Airport Report**

- **Staffing:** Airport Manager Vacation: 9-15 June. Chanda Vacation: XX July.  
Randy Vacation: 19-23 June.  
- Expect to hire 2 x summer employees through the School to Work Alliance Program (SWAP). This is a Paid Work Experience funded by SWAP.
- **Operations:** Increase in operations, especially during the weekends.
- **Army-MH6 Testing:** 29 June – 4 August  
**Agusta-169 Testing:** 16 July – 9 August  
**Agusta-139 Testing:** 15 August – 18 September  
**ATEC-AH64 Testing:** 30 October – 21 November  
**Boeing-AH64 Testing:** 19 October – 13 November
- **Runway Rehab Estimated Project Dates:** 4 June/1000hrs: Final bid for contractor.  
- Contract Trustee Approval: 23 June 20  
- Project Start Date: 6 July 2020  
- Runway Closure: 6-19 July / Operational: 20-26 July / Closure: 27-28 July  
- Re-Open- / Operational: 29 July 2020.
- **Equipment / Vehicles:** Vehicles status = green.

May 2020 / Airport Ops	MTD	YTD
Total Based Aircraft	38	106
Total Transient Aircraft	84	275
Total Piston Aircraft	109	301
Total Jet/Turbine Aircraft	13	55
<b>Total Aircraft</b>	<b>122</b>	<b>369</b>
<b>Total Operations</b>	<b>276</b>	<b>891</b>
<b>Total Persons Using Airport</b>	<b>317</b>	<b>1477</b>
<b>Total Military Ops</b>	<b>9</b>	<b>29</b>
<b>Total Helicopter Ops</b>	<b>2</b>	<b>17</b>
<b>Total Ops over 12,500 lbs</b>	<b>5</b>	<b>19</b>
<b>Day W/O Ops</b>	<b>3</b>	<b>38</b>

May 2019 / Airport Ops	MTD	YTD
Total Based Aircraft	33	129
Total Transient Aircraft	57	241
Total Piston Aircraft	60	238
Total Jet/Turbine Aircraft	30	132
<b>Total Aircraft</b>	<b>90</b>	<b>370</b>
<b>Total Operations</b>	<b>204</b>	<b>788</b>
<b>Total Persons Using Airport</b>	<b>309</b>	<b>1038</b>
<b>Total Military Ops</b>	<b>4</b>	<b>23</b>
<b>Total Helicopter Ops</b>	<b>13</b>	<b>61</b>
<b>Total Ops over 12,500 lbs</b>	<b>5</b>	<b>33</b>
<b>Days W/O Ops</b>	<b>4</b>	<b>34</b>

**Fuel Sales**

**May 2020 Fuel Sales**

**May 2019 Fuel Sales**

<b>Jet A fuel sold:</b> 1,316 gal	<b>YTD:</b> 6,830 gal	<b>Jet A fuel sold:</b> 2,796 gal	<b>YTD:</b> 11,420 gal
<b>100LL fuel sold:</b> 760 gal	<b>YTD:</b> 3,230 gal	<b>100LL fuel sold:</b> 469 gal	<b>YTD:</b> 3,197 gal

Thank you,  
Jack Wyles



## TOWN OF BUENA VISTA

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

DATE: June 9, 2020  
 TO: Mayor and Board of Trustees  
 FROM: Mark N. Doering, Principal Planner

AGENDA ITEM: East Main Street Improvements between Court Street and Beldan Street

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### Request:

Town staff is requesting direction from the Board of Trustees regarding right-of-way improvements for East Main Street between Court Street and Beldan Street. The existing 80' wide right-of-way (See the attached existing street section drawing and photo in Exhibit 1) has public sidewalk with curb and gutter and parallel parking along the north side of Main Street, but does not have any existing sidewalk, curb and gutter, or parking along the south side. The south side of the street has an existing bicycle lane and an unfinished edge abutting undeveloped property south of Main Street. Additionally, that block along the south side of Main Street (Block 21) will need a new alley built to provide access and utilities to support the existing and new developments. Direct vehicular access to Main Street for new development will not be allowed.

New development is set to occur along this block with the majority of those lots along the south side of East Main Street for sale or recently sold. Based upon previous discussions with the Board and with the BV School District, staff is seeking direction from the Board of Trustees for specific improvements for this block of East Main Street as the properties along the south side develop the new infrastructure that will be needed.

### Background:

After the last meeting with the Board of Trustees, staff met with the school district to discuss potential impacts to their operations and school crossings of East Main Street. From that discussion, staff believes that there are some changes to the previous proposed designs that the Board reviewed. Mainly, to add the mid-block bump-out once the other is installed at the south side. Staff is providing two options, shown in the attached Street Sections, Option A and Option B, for the Board's consideration. Both options address the school district's concerns to increase safety of children walking to and from school.

To keep public improvement costs to a minimum in the near term, staff is proposing to not change the north half of the street as it exists in both Option A and B and keep the existing location of the center line of the traveled street. Those improvements are: attached sidewalk, curb, gutter, parallel parking, and drive lane. Long term with minimal cost for improvements, the parallel parking may be converted to diagonal parking. That change would require a new mid-block bump-out for pedestrians, and new paint striping. At that time the town would also consider any potential drainage improvements being installed along the north half of the street.

From the center road stripe to the south, Option A and Option B differ, as proposed by staff.

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In Option A, the bicycle lane is removed for diagonal parking for east-bound traffic, and new curb, gutter and attached sidewalk are proposed to match the existing configuration of the blocks to the west. The resulting sidewalk is 10' wide from the edge of buildings to the curb line. Streetlights, street trees and street furnishings (such as benches, trash cans and bicycle racks) will match the blocks to the west and be placed to maintain the same sidewalk pattern. Approximately 24 or 25 parking spaces can be provided.

In Option B, the bicycle lane is removed for parallel parking for east-bound traffic, and new curb, gutter and attached sidewalk are proposed to be wider than the existing configuration of the blocks to the west. The parallel parking reduces the width of the street (parallel parking is narrower than angle parking) and allows for the installation of the new curb to be located further north (farther out from any new buildings) resulting in a wider sidewalk (17' wide). That will require some modification to the existing bump-out at Court Street along with changes to the existing drainage improvements in the street. It also will prohibit any future changes to the parking configuration without adding significant cost to change the curb line and drainage improvements, should any changes be made later. Approximately 16 parking spaces can be provided.

Both options need the new alley to be installed in its entirety in Block 21. Both options propose a mid-block crossing. Both options result in new development having a consistent pattern along the undeveloped south side of the block. Both options keep the north side the same (for now), and allow for some changes later (parking, mid-block bump-out, drainage) at a minimal cost. Both options keep the center line in the same location as the rest of the street to the east and west. Both options result in changes to the existing site at the east end of Block 21 that currently has back-out parking on Main Street. Those existing apartment buildings will have a new raised curb and gutter along Main Street that would not conflict with their existing access to Main Street. With the addition of the new alley in the middle of the block, there is an opportunity to relocate that parking on the south side of that property to have the raised sidewalk, curb and gutter installed along Main Street.

Option A maintains the current street character of the blocks to the west in downtown. Option A builds off the existing bump out at Court Street and its associated drainage improvements.

Option B creates a wider sidewalk along the south side of the street than the rest of downtown area for this one block. Option B requires changes to existing drainage improvements and bump-out at Court Street. Option B will result in higher costs if the road ever needs to be widened to change parking configurations. Option B will result in less on-street parking spaces (approximately 9 fewer spaces) than that of Option A.

**Budget Impact:**

No impact at this time, but as infill infrastructure is installed to meet the Town's requirements, the Town will take over long-term maintenance for any new improvements. Should the improvements ever need to change, Option A results in less costs to town to keep the existing improvements the same and build new to match. Option B requires more costs to make changes to existing improvements and more costs in the future in order to change configuration if anything changes the curb line of a narrower street and wider sidewalk.

Additionally, if the Board chooses to complete any missing sections as this block develops, it will need to pay for those improvements and then get reimbursement for any infrastructure from the remaining lots as they develop. That is what the Town is proposing to do with the alley for this block, and that will be a separate decision for the Board that staff will bring that back to the Board for any decisions on that process.

If the sidewalk is needed in front of the apartments at the east end of the block, Town will have to install them unless the property owner expands or redevelops their property. The Town has no current requirements for those to be installed for an existing development that is not changing or expanding.

**BOT Action:**

The Board of Trustees should consider the two proposed options and make a recommendation to staff as to what infill infrastructure should be provided with the development of lots along the south side of East Main Street between Court Street and Beldan Street. The Board should vote on the option that it would like to see installed. Based upon any direction of the Board, staff will develop appropriate plans to direct developers to install as they build on these lots, including details for paving patterns, trees, irrigation, lighting and other street furniture for the resulting sidewalk improvements.

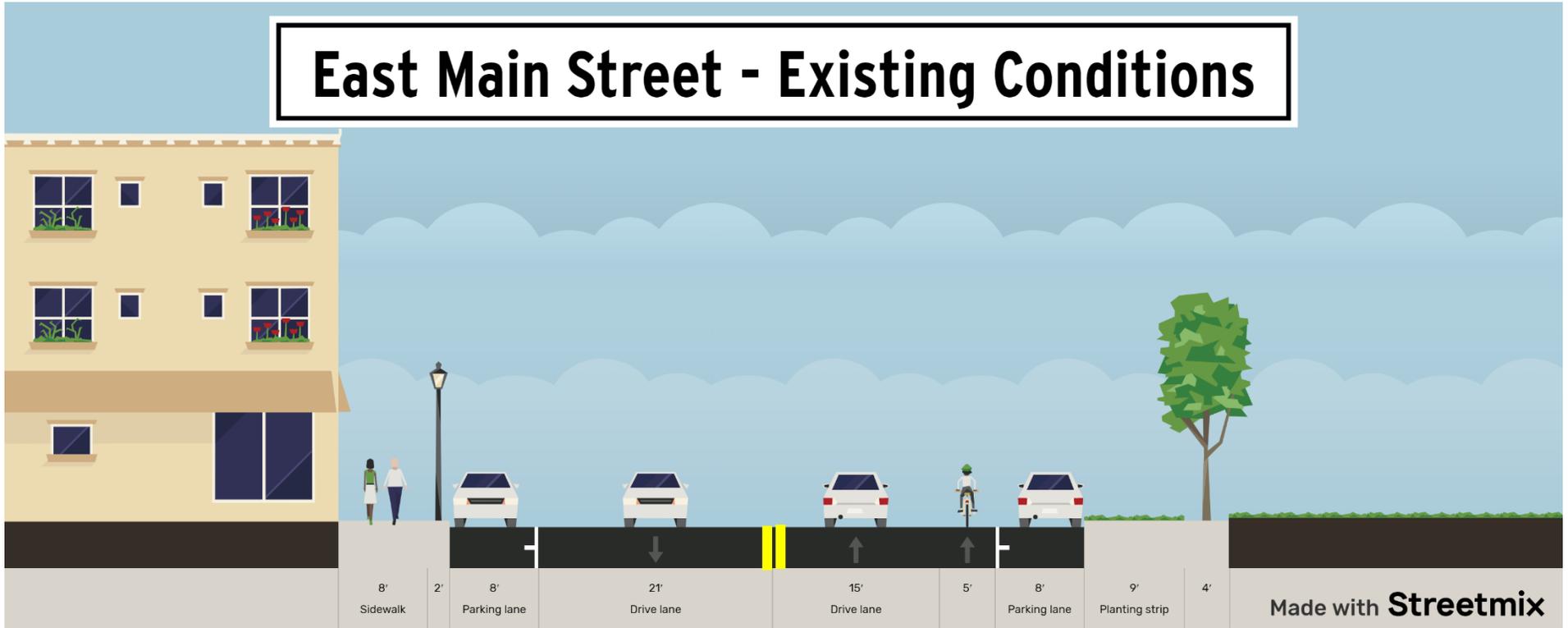
**Attachments:**

Exhibit 1 – Existing Street Section for East Main Street Block 21

Option A – Street Section with Angled Parking, 10' wide sidewalk

Option B – Street Section with Parallel Parking, 17' wide sidewalk

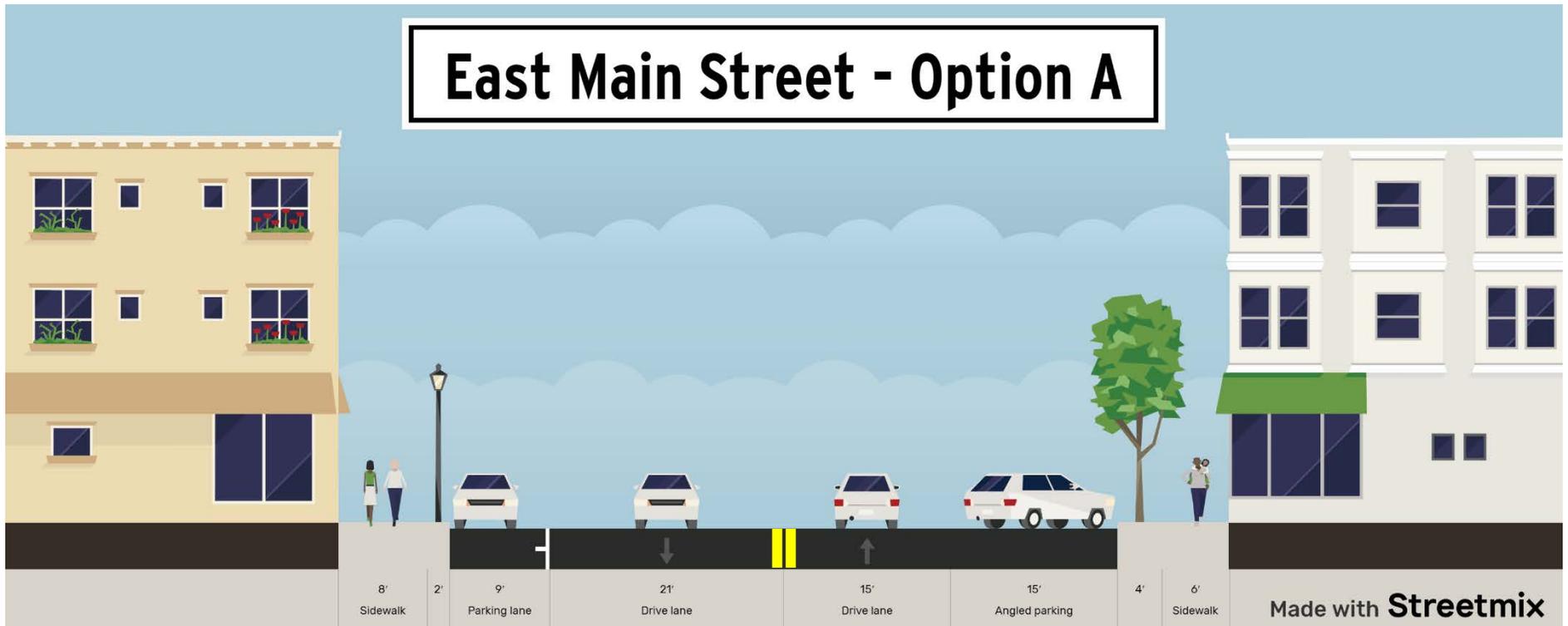
Exhibit 1 – Existing East Main Street Section for Block 21 (View East)



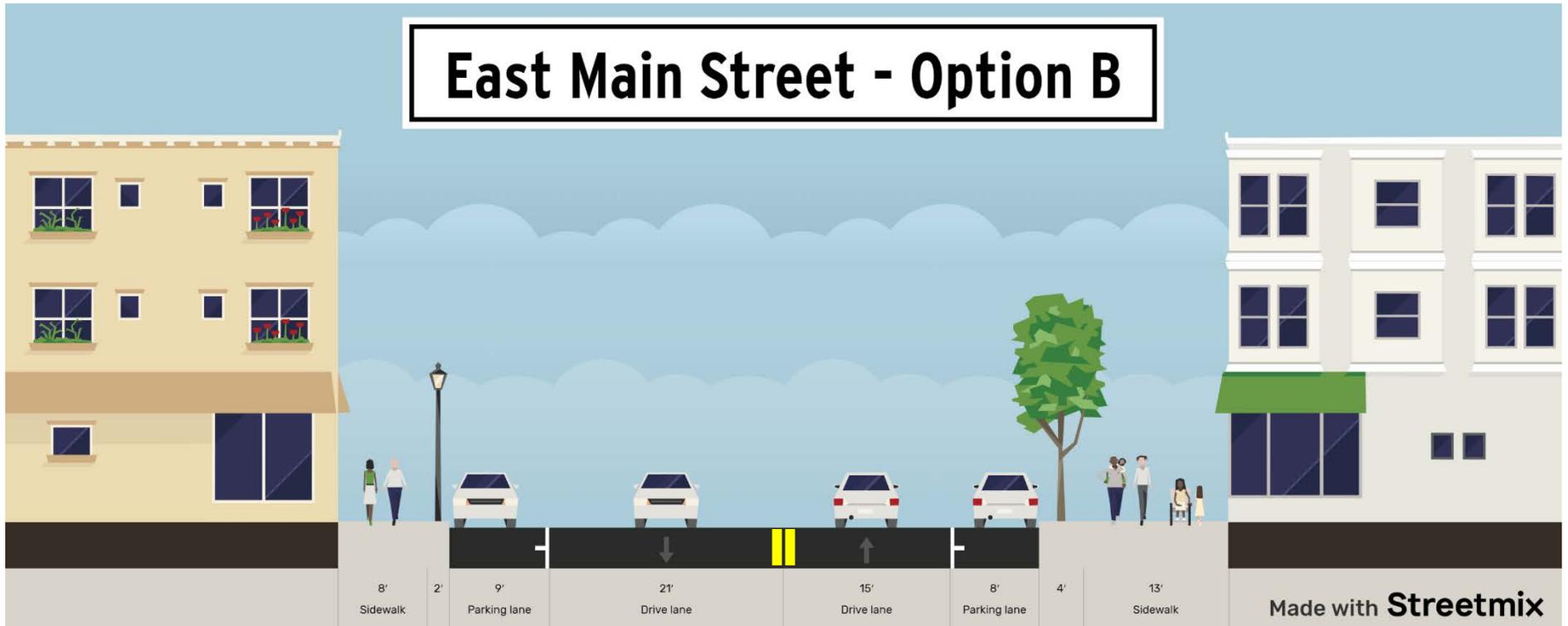
**Exhibit 1 – Existing East Main Street Section for Block 21 (View East - Continued)**



Option A – Street Section with Angled Parking, 10' wide sidewalk



Option B – Street Section with Parallel Parking, 17' wide sidewalk



**TOWN OF BUENA VISTA, COLORADO  
ORDINANCE NO. 8  
(SERIES OF 2020)**

**AN ORDINANCE APPROVING A LEASE PURCHASE AGREEMENT  
WITH FORD MOTOR CREDIT COMPANY, LLC FOR TWO TOWN  
POLICE VEHICLES**

**WHEREAS**, the Town of Buena Vista Police Department is in need of two new police vehicles; and

**WHEREAS**, the Town desires to enter into a lease purchase agreement with Ford Motor Credit Company, LLC, pursuant to the terms set forth in the attached Lease Purchase Agreement for a 2020 Ford Police Interceptor Utility with Upfit.

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

Section 1. The lease purchase agreement with Ford Motor Credit Company, LLC, attached hereto as **Exhibit A**, is hereby approved, and the Mayor or Town Administrator is authorized to execute the same.

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

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

**INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED** this 9<sup>th</sup> day of June, 2020.

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

TOWN OF BUENA VISTA, COLORADO

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

ATTEST:

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

(SEAL)

**FORD MOTOR CREDIT COMPANY LLC**  
**MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lease No. 9565100

**Lessee: City of Buena Vista**  
Buena Vista, CO

**Lessor: Ford Motor Credit Company LLC**  
1 American Road  
Dearborn, MI 48126

The terms of this Master Equipment Lease Purchase Agreement (the "Master Agreement") are terms which will be incorporated into, and constitute a part of, one or more lease schedules executed from time to time by Lessor and Lessee (together with all attachments thereto, a "Schedule," or "Lease" or collectively, the "Schedules" or "Leases"), pursuant to which Lessee agrees to lease from Lessor, the equipment, including all additions, attachments, accessions, and substitutions thereto (the "Equipment"), described in each such Schedule. Each executed and delivered Schedule will constitute a separate, assignable obligation.

**1. TERM AND TERMINATION.** The lease term (the "Lease Term") for the Equipment listed in each Schedule will commence on the earlier of (i) the date on which the Equipment listed on the Schedule is accepted by Lessee by the execution of a Delivery and Acceptance Certificate as required under Section 3 below, or (ii) the date on which sufficient moneys to purchase such Equipment are deposited for that purpose with an escrow agent (the "Commencement Date"), and, unless earlier terminated as expressly provided for in Sections 6, 19 or 20 of this Master Agreement, will continue until the expiration date (the "Expiration Date") set forth in the applicable Schedule.

**2. LEASE PAYMENTS.** For the lease of the Equipment listed in each Schedule, Lessee shall pay to Lessor the lease payments and other charges (the "Lease Payments") set forth in the applicable Schedule. As set forth in the applicable Schedule, each Lease Payment includes a principal portion and an interest portion. The Lease Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing) on the first Lease Payment Date and thereafter as set forth in the applicable Schedule. If any Lease Payment is received later than 10 days after the due date, Lessee will pay a late payment charge equal to 1.8% of the amount of the Lease Payment or the maximum amount permitted by law, whichever is less. Except as specifically provided in Section 6 hereof, the obligation of Lessee to make the Lease Payments hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any abatement, setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that sufficient funds can be obtained to make all Lease Payments during the applicable Lease Term and hereby covenants that the official of Lessee responsible for budget preparation will do all things lawfully within his or her power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for Lease Payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his or her best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. The foregoing provisions shall not be construed to require Lessee's governing body or other governmental body charged with budgeted or appropriating funds for Lessee to budget or appropriate funds to make Lease Payments. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder and each Schedule hereto shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**3. CONDITIONS TO LESSOR'S PERFORMANCE UNDER SCHEDULES; DELIVERY AND ACCEPTANCE OF EQUIPMENT.** (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following: (i) if requested by Lessor, a certification satisfactory to Lessor of the Clerk or Secretary or other comparable officer of Lessee as to due authorization and approval, incumbency of officers and such other matters as Lessor may require; (ii) if requested by Lessor, an opinion of counsel to Lessee respecting such Schedule in substantially the form attached hereto as **Exhibit A** and otherwise satisfactory to Lessor; (iii) all documents, including an application for certificate of title with lien notice, as applicable, and other financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Sections 8 and 15; (iv) board minutes in a form acceptable to Lessor; (v) a copy of the executed Internal Revenue Services ("IRS") form 8038-G or 8038-GC, as appropriate, as filed, or to be filed, with the IRS, (vi) satisfactory proof of property and liability insurance coverage and (vii) such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor. This Master Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Master Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion, and no Lease will be binding or commence until accepted by Lessor. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(b) Lessor will cause the Equipment to be delivered to Lessee at the location specified in the applicable Schedule ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor within three days of delivery of the Equipment.

**4. WARRANTIES.** (a) Assignment of Warranties. So long as no Event of Default has occurred and is continuing, Lessor assigns to Lessee during the Lease Term of the Equipment all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee will resolve any claims under such warranties directly with the appropriate manufacturer or supplier of the Equipment. Lessee's sole remedy for the breach of any warranty shall be against the party providing the warranty, and not against Lessor. Lessee expressly acknowledges that Lessor

(b) **DISCLAIMER OF WARRANTIES.** LESSEE ACKNOWLEDGES AND AGREES THAT (1) THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, (2) LESSOR IS NOT A MANUFACTURER, DISTRIBUTOR, VENDOR OR SUPPLIER OF THE EQUIPMENT, (3) LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS" AND (4) LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

**5. RETURN OF EQUIPMENT.** Unless Lessee shall have exercised its purchase option as provided in Section 20 hereof, upon the expiration or earlier termination of the Lease Term of the Equipment pursuant to the terms hereof, Lessee shall, at its sole expense but at Lessor's option, return the Equipment to Lessor in good working condition, packed for shipment in accordance with manufacturer's specifications and freight prepaid and insured to any location designated by Lessor.

**6. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Master Agreement or any Schedule to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are not otherwise made available in any fiscal period for all Lease Payments under a Lease, Lessee will immediately notify Lessor in writing of such occurrence and provide documentation evidencing such non-appropriation satisfactory to Lessor, and the Lease Term for the Equipment under that Lease shall terminate on the last day of the fiscal period for which sufficient appropriations have been received or made without penalty or expense to Lessee, except as to Lessee's obligations and liabilities under any Lease relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment under that Lease to Lessor on the date of such termination in the manner set forth in Section 5 hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

**7. REPRESENTATIONS AND WARRANTIES.** Lessee represents and warrants as of the date hereof, and as of the date of each Schedule, that: (a) Lessee is a State or a fully constituted political subdivision of a State, and has a substantial amount of one or more of the following sovereign powers: (1) power to tax, (2) power of eminent domain, or (3) police power, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence; (b) Lessee is authorized under the constitution and laws of the State to enter into and agree to the terms of this Master Agreement and, as of the date of each Schedule, that Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder; (c) the execution, delivery and performance by the Lessee of this Master Agreement, and each Schedule incorporating the terms of this Master Agreement has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval, and will not result in contravention of any state, county, district, city or town statute, charter, ordinance, resolution, rule, regulation or other governmental provision or requirement, including, without limitation any applicable debt limitations; (d) each Schedule incorporating the terms of this Master Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) all required public bidding procedures, and the purchase of the Equipment covered by each Schedule have been followed by Lessee, and, as of the date of each Schedule, no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of that Schedule; (f) Lessee has made sufficient appropriations or other funds available to pay all Lease Payments and other amounts due hereunder for the current fiscal period; (g) the use of the Equipment by Lessee is essential to and will be limited to the performance by Lessee of one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (h) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default hereunder or a default under any debt, revenue or purchase obligation which it has issued or to which it is a party exists, nor has it been in default under any such obligation at any time during the past five years; (i) no lease, rental agreement or contract for purchase to which Lessee has been a party at any time during the past five years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period; and (j) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Master Agreement or any Schedule incorporating the terms of this Master Agreement, or any other document, agreement or certificate that is used or contemplated for use in the consummation of the transactions contemplated by this Master Agreement or any Schedule.

**8. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon acceptance of the Equipment by Lessee, title to the Equipment will vest in Lessee subject to Lessor's rights under the Schedule and the terms of this Master Agreement; provided, however, that title will immediately vest in Lessor without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor in accordance with Section 5 hereof, if Lessee terminates the Lease Term of the Equipment pursuant to Section 6, or upon the occurrence of an Event of Default, or if Lessee does not exercise the purchase option prior to the Expiration Date. It is the intent of the parties that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. In order to secure all of its obligations under each Lease, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment covered by that Lease including but not limited to computer programs and computer documentation, if any, relating to the Equipment and in all additions, attachments, accessions, and substitutions thereto whether now owned or hereafter acquired, and on any proceeds therefrom, (b) agrees that the applicable Lease may be filed as a financing statement evidencing such security interest, (c) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest, and (d) authorizes Lessor acting on behalf of Lessee to file any financing statements and to take any other action required to perfect and maintain Lessor's security interest in the Equipment.

**9. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, ~~use~~ operation or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

**10. ALTERATIONS.** Lessee will not make any modifications, alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such modifications, alterations, additions or improvements may be readily removed without damage to the Equipment.

**11. LOCATION; INSPECTION.** The Equipment will not be removed from or, if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**12. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under any Schedule incorporating the terms of this Master Agreement. Lessee shall pay, when due, to the extent required by law, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, or taxes when due, Lessor may, but need not, pay said charges or taxes and, in such event, Lessee shall reimburse Lessor therefor on demand, with interest at the maximum rate permitted by law from the date of such payment by Lessor to the date of reimbursement by Lessee.

**13. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under any Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, within 30 days of such determination, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair (with its own funds to the extent that sufficient insurance proceeds are not available for that purpose) and convey, to the extent permitted by law, a security interest in such replacement equipment to Lessor (at which time such equipment will become Equipment subject to the Lease), or (b) pay Lessor an amount equal to (1) the Concluding Payment for the immediately preceding Lease Payment Date as set forth in the applicable Schedule, (2) the accrued interest portion of the next Lease Payment through the date such amount is paid, and (3) all other amounts then due under any Schedule with respect to such Equipment. In the event that Lessee is obligated to make such payment pursuant to clause (b) above with respect to less than all of the Equipment under a Schedule, Lessor will provide Lessee with the pro rata amount of the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss. The pro rata amount will be calculated on the basis of the Cash Price shown on the Schedule for the particular item of Equipment that has been lost, stolen, destroyed or damaged and the aggregate Cash Price of all items of Equipment under the same Schedule. Upon receipt of the Concluding Payment, Lessee shall be entitled to whatever interest Lessor has in such Equipment, in its then condition and location, without warranties of any kind.

**14. PERSONAL PROPERTY.** The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**15. INSURANCE.** Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers satisfactory to Lessor, or may self-insure against any or all such risks under a self-insurance program satisfactory to Lessor. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment, as shown on the applicable Schedule. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and will contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies or self-insurance will be payable to Lessee and Lessor as their interests may appear. Upon acceptance of the Equipment, on or before each insurance renewal date, and otherwise at Lessor's request, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto and shall permit Lessor to participate and cooperate with Lessee in making any claim for insurance in respect thereof. Should Lessee fail to obtain such insurance or to provide evidence thereof to Lessor, Lessor may, but shall not be obligated to, obtain such insurance on Lessee's behalf and charge Lessee for all costs and expenses associated therewith. Without limiting the generality of the foregoing, Lessee specifically acknowledges and agrees that if Lessor obtains such insurance on Lessee's behalf, Lessee will be required to pay a monthly insurance charge. The insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine the Lease Payment amount payable by Lessee), billing and tracking fees, administrative expenses and other related fees.

**16. INDEMNIFICATION.** Since Lessor's sole responsibility in connection with this transaction is to provide an amount equal to the principal portion of the Lease Payments to pay costs of the acquisition and lease of the Equipment, the parties intend that Lessor incur no liability, cost or expense with respect to Lessee's possession, use, condition, storage, operation or return of the Equipment, or the loss of federal tax exemption of the interest on any Lease. Accordingly, Lessee agrees, to the extent permitted by law, to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, penalties, interest, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, installation, ownership, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification provided under this Section shall survive the full payment of all obligations under all Schedules or the termination of the Lease Term for a Schedule for any reason.

**17. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of any Schedule, or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without

the Lessee's consent, assign all or any portion or portions of its rights, title and interest in and to this Master Agreement, any Schedule, the Equipment or any documents executed with respect to this Master Agreement or any Schedule, and/or grant or assign a security interest in this Master Agreement, any Schedule and the Equipment, in whole or in part, and Lessee's rights will be subordinated thereto. Lessee consents and specifically authorizes Lessor to forward any documentation and information that Lessor now has or may hereafter acquire in connection with any transaction between Lessor and Lessee, to any potential investor, rating agency and any other party involved in the sale, transfer, assignment, securitization or participation transaction involving this Master Agreement, any Schedule or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment. Lessor's assignees shall have all of the rights of Lessor under any Lease with respect to the rights and interest assigned. Any such assignment to an assignee may provide that Lessor or the assignee shall act as a collection and paying agent for any assignee, or may provide that a third-party trustee or agent shall act as collection and paying agent for any assignee. Subject to the foregoing, the rights and obligations under any Lease inure to the benefit of and are binding upon the successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon any assignment by Lessor, unless Lessor provides Lessee written notice to the contrary, all Lease Payments shall continue to be directed to Ford Motor Credit Company LLC ("Ford Credit"), who agrees to accept such payments for the benefit of the assignee. Lessee hereby appoints Ford Credit, or its designee, to act as its registration agent, and Ford Credit shall maintain, or cause to be maintained, a book-entry record identifying the name, address and taxpayer identification number of the owner of payments due under each Schedule, and to keep or cause to be kept a complete and accurate record of all assignments, in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees to acknowledge in writing, any assignment(s) if so requested, and to make payments directly to the new owner (assignee) if and when so directed.

**18. EVENT OF DEFAULT; WAIVERS.** Any of the following events shall constitute an "Event of Default" under any Lease: (a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of that Lease, and any such failure continues for 10 days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it under that Lease, other than as referred to in clause (a) above; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in that Lease or in any writing ever delivered by Lessee pursuant thereto or in connection herewith was false, misleading, or erroneous in any material respect; (d) any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease; (e) Lessee becomes insolvent, or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or a petition for relief is filed by Lessee under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Lessee; (f) Lessee fails to make any payment when due or fails to perform or observe any covenant, condition, or agreement to be performed by it under any other agreement or obligation with Lessor or an affiliate of Lessor and any applicable grace period or notice with respect thereto shall have elapsed or been given; or (g) an attachment, levy or execution is threatened or levied upon or against the Equipment under that Lease. **The waiver by Lessor of any breach by Lessee of any term, covenant or condition of a Lease shall not operate as a waiver of any subsequent breach thereof or of any other Lease.**

**19. REMEDIES.** Upon the occurrence of an Event of Default under any Lease, and as long as such Event of Default under any Lease is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under that Lease or all Leases, and all remaining Lease Payments due under that Lease or all Leases during the fiscal year of Lessee in which the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Lease Payments and other amounts payable by Lessee hereunder plus the then applicable Concluding Payment, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this paragraph shall not exceed the Lease Payments and other amounts otherwise due hereunder, plus the remaining Lease Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; (c) terminate unfunded commitments under any escrow agreement; and (d) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state where the Equipment is then located or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease(s) or to recover damages for the breach of such Lease(s) or to rescind that Lease as to any or all of the Equipment under such Lease(s). In addition, Lessee will remain liable for all covenants and indemnities under the terms of this Master Agreement and any Schedule and, to the extent permitted by law, for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may be a purchaser at any sale of the Equipment pursuant to this Section 19. The proceeds of any sale, lease or sublease of the Equipment pursuant to this Section shall be applied as described in clause (b) above, with the balance, if any, being paid to Lessee.

**20. PURCHASE OPTION.** On the last day of the Lease Term, as well as at any time upon at least 30 days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, Lessee will have the right to purchase all (but not less than all) of Lessor's interest in the Equipment under any Schedule, at a purchase price equal to the sum of (a) the Concluding Payment for the immediately preceding Lease Payment Date, as set forth in the applicable Schedule, (b) the accrued interest portion of the next Lease Payment through the date the purchase price is paid, and (c) any other amounts then due under the Lease with respect to such Equipment (including the Lease Payment otherwise due, if the purchase date occurs on a Lease Payment Date). Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied.

**21. TAX COVENANTS; INDEMNITY.** (a) **Tax Assumptions and Covenants.** The parties assume that, and Lessor is entering into this Master Agreement and each Schedule with the expectation that, Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in each Schedule under the column captioned "Interest Portion." Lessee covenants that (a) Lessee will execute and file, or cause to be filed, with the Internal Revenue Service, the appropriate Form 8038-G or 8038-GC for each Schedule; (b) Lessee shall be the only entity or person (other than its employees within the scope of their employment) to own, use, manage or operate the Equipment during the Lease Term; (c) Lessee will not take any action which results, directly or indirectly, in any Lease being a "private activity bond" within the

meaning of Section 141(a) of the Code; (d) Lessee will not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to section 103 of the Code and will take any reasonable action necessary to prevent such result; and (e) not take any action which results in any Lease becoming, and will take any reasonable action to prevent any Lease from becoming an arbitrage obligation within the meaning of section 148 of the Code or federally guaranteed within the meaning of section 149 of the Code. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to cooperate with Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue.

(b) Tax Indemnity. In the event that Lessor either (a) receives notice from the Internal Revenue Service, or (b) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and not reasonably objected to by Lessee within 10 days after notice from Lessor of the selection, that the interest portion of any of the Lease Payments set forth in a Schedule is includable in Lessor's gross income for Federal income tax purposes, then Lessee will pay Lessor within 30 days after receiving notice from Lessor of such determination, the amount which, with respect to such Lease Payments previously paid, will restore the after-tax yield (after taking into account all taxes, interest and penalties) on the transactions evidenced by that Schedule to that which would have been had such interest portion not been includable in Lessor's gross income for Federal income tax purposes, and pay as an additional Lease Payment on succeeding Lease Payment due dates such amount as will maintain such after-tax yield. Notwithstanding the earlier termination or expiration of the Lease Term of the Equipment, the obligations provided for in this Section 21 shall survive such earlier termination or expiration.

**22. MISCELLANEOUS.** (a) Notices. All notices to be given under this Master Agreement or any Schedule shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

(b) Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Agreement or any Lease.

(c) Governing Law. This Master Agreement and any Schedule incorporating the terms of this Master Agreement, shall be construed in accordance with, and governed by, the laws of the state in which Lessee is located.

(d) Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by a Lease.

(e) Entire Agreement; Severability. This Master Agreement, any Schedule incorporating the terms of this Master Agreement, and the other documents or instruments executed by Lessee and Lessor in connection herewith, including, without limitation, the Delivery and Acceptance Certificates referred to in Section 3, constitutes the entire agreement between the parties with respect to the lease of the Equipment, and neither this Master Agreement nor any Schedule shall be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Master Agreement or any Schedule found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Agreement or the applicable Schedule. Notwithstanding the foregoing, Lessee authorizes Lessor to insert or correct missing information in this Master Agreement and on each Schedule and related documents, including Lessee's legal name, Equipment identifying information (e.g. VIN), Equipment location, and any other information describing the Equipment.

(f) Interest Rate Limitations. It is the intention of the parties hereto to comply with any applicable usury and other interest rate limitation laws; accordingly, notwithstanding any provisions to the contrary in this Master Agreement or any Schedule, in no event shall this Master Agreement or any Schedule require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

(g) Financial Statements. Lessee shall annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Master Agreement and each Schedule incorporating the terms of this Master Agreement, as may be requested by Lessor.

(h) Counterparts; Chattel Paper; Electronic Transaction. This Master Agreement or any Schedule may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument and either of the parties hereto may execute this Master Agreement or any Schedule by signing any counterpart, except that, to the extent that any Schedule constitutes chattel paper, no security interest therein may be perfected through possession except by possession of Counterpart No. 1 of a Schedule, with respect to that Schedule. The parties agree that any Lease and related documents may be stored by electronic means.

**IN WITNESS WHEREOF**, the parties have executed this Master Agreement as of 12/30/1899.

Lessee: **City of Buena Vista**

Lessor: **Ford Motor Credit Company LLC**

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

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

Title: \_\_\_\_\_ Title: **Representative, Ford Motor Credit Company**

Master Agreement No. 9565100 dated as of 12/30/1899

This Equipment Schedule dated as of //, is being executed by Ford Motor Credit Company LLC ("Lessor"), and City of Buena Vista ("Lessee"). The terms and provisions of the Master Agreement between Lessor and Lessee referenced above (other than to the extent that they relate solely to other Schedules or Equipment under other Schedules) are hereby incorporated by reference and made a part hereof. All terms used herein have the meanings ascribed to them in the Master Agreement.

Lessor hereby leases to Lessee pursuant to this Schedule, and Lessee hereby accepts and leases from Lessor, subject to and upon the terms and conditions set forth herein (including any attachments hereto), the following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	CASH PRICE	SUPPLIER NAME
2	2020 Ford Police Interceptor Utility w/Upfit	\$106,716.00	Spradley Barr Ford
<b>EQUIPMENT LOCATION:</b> Police, , Buena Vista, CO,			
<b>COMMENCEMENT DATE</b> (the date on which the Equipment is accepted by Lessee by the execution of a Delivery and Acceptance Certificate): //		<b>INITIAL TERM:</b> 60 months	
		<b>LEASE PAYMENTS:</b> 5 Consecutive Annual in Advance Payments of \$24,017.78 each (including interest), due under this Schedule. See <b>Attachment 1</b> hereto.	

**Representations, Warranties and Covenants.** Lessee hereby represents warrants and covenants as follows:

- a) The representations, warranties and covenants of Lessee set forth in the Master Agreement are true and correct on the Commencement Date for this Schedule as though made on that Date.
- b) The execution, delivery and performance by Lessee of this Schedule has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

**EXECUTED** as of the date first herein set forth.

Lessee: **City of Buena Vista**

Lessor: **Ford Motor Credit Company LLC**

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

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

Title:

Title: **Representative, Ford Motor Credit Company**

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper; no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

**ATTACHMENT 1  
TO  
SCHEDULE NO. 9565100 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

**LEASE PAYMENT SCHEDULE**

Master Lease No.: **9565100**

Interest Rate: **5.99%**, Underwriting Fee: **\$545.00**

**Commencement Date of Schedule:** //

<u>Lease Payment Number</u>	<u>Lease Payment Date</u>	<u>Lease Payment</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Concluding Payment</u>
1	0 / 0 / 0	24,017.78	0.00	24,017.78	107,261.00
2	12 / 0 / 0	24,017.78	4,986.27	19,031.51	83,243.22
3	12 / 0 / 1	24,017.78	3,846.28	20,171.50	64,211.71
4	12 / 0 / 2	24,017.78	2,638.01	21,379.77	44,040.21
5	12 / 0 / 3	24,017.78	1,357.34	22,660.44	22,660.44
TOTALS		120,088.90	12,827.90	107,261.00	

**DRAFT**

DRAFT



## TOWN OF BUENA VISTA

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

66

MEETING DATE: June 9, 2020

TO: Mayor and Board of Trustees

FROM: Shawn Williams, Public Works Director

AGENDA ITEM: Resolution #35, Notice of Award to A-1 Chip-Seal Company

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### **Request:**

Staff is requesting a Notice of Award to A-1 Chip-Seal Company for the chip-seal installation bid schedule items of the Town of Buena Vista Railroad 2020 Street Fund Street Improvements Project

### **Overview:**

As directed by the Town of Buena Vista Board of Trustees and funded in the 2020 Town of Buena Vista Adopted Budget, Staff developed, advertised and produced a Request for Proposal for a street improvements project to install asphalt as well as chip-seal sections of existing roads in the Town limits. The Town received 3 bid proposals, 1 that included chip-seal installations and 2 that included asphalt overlay installation. These locations are identified in the 5-year street maintenance plan. Initially this plan did not include several locations but through process of evaluation and staff review it was determined these additional locations needed preventative maintenance.

Listed below is the A1 Chip-Seal Company, chip-seal bid schedule submittals with costs.

## **Town of Buena Vista**

### **Request for Proposals (RFP)**

#### **2020 Street Improvements Projects**

The Town of Buena Vista is soliciting Proposals from contractors for roadway rehabilitation. Project includes asphalt patching, 2" asphalt overlay, 2" asphalt installation and chip-seal installations.

All submissions must be received in a sealed envelope or package by the Town of Buena Vista by **Friday May 22nd, 2020 for a bid opening at 11am**. Any Proposals received after that time will be disqualified. Faxed and emailed proposals will be accepted.

Bid opening will take place at Buena Vista Public Works Office, 755 Gregg Drive, Buena Vista, CO 81211.

Submit letter of transmittal and Proposal to:

2020 TOBV Street Improvements Project  
Town of Buena Vista  
P. O. Box 2002  
210 E. Main Street  
Buena Vista, Colorado 81211

## A-1 Chip-Seal Company Contract Bid Schedule Prices for Chip-Seal Streets

## 1. South Gunnison Ave.

Item/Description	Quantity/Units	Unit Price	Total Price
Chip-Seal	7,178 Square Yard	\$4.27	\$30,650.06
Asphalt Patching	0		
Mobilization			

## 2. South Railroad Street

Item/Description	Quantity/Units	Unit Price	Total Price
Chip-Seal	7,297 Square Yards	\$4.27	\$31,158.19
Asphalt Patching	0		
Mobilization			

## 3. Oak Street

Item/Description	Quantity/Units	Unit Price	Total Price
Chip-Seal	2,900 Square Yards	\$4.29	\$12,460.50
Asphalt Patching	0		
Mobilization			

**Recommendation:**

Staff has reviewed and considered the bid submitted for the described work. The Town of Buena Vista Public Works Department recommends a Notice of Award and Contract execution for the described work and Bid Proposal to A-1 Chip-Seal Company

**BOT Action:**

Staff requests that the board make a motion to approve, approve with amendments or deny.

**Bid Submittal Cost:**

\$ 74,268.75

**Funding Source:**

2020 Town of Buena Vista Adopted Budget, Street Improvements Capital Fund: \$315,000.00

Respectfully Submitted,

*Shawn Williams*

Shawn Williams, Town of Buena Vista Public Works Director

**TOWN OF BUENA VISTA  
RESOLUTION NO. 35  
(Series 2020)**

**A RESOLUTION OF THE TOWN OF BUENA VISTA, COLORADO,  
APPROVING A NOTICE OF AWARD TO A-1 CHIP-SEAL COMPANY  
FOR THE 2020 CHIP-SEAL STREET IMPROVEMENTS PROJECT**

**WHEREAS**, The Town of Buena Vista advertised by means of public bid process for the 2020 Street Improvements Project, followed by a bid opening on May 22, 2020;

**WHEREAS**, one (1) bid for the chip-seal portions of the bid schedule was received and reviewed by the Public Works Department;

**WHEREAS**, the Public Works Department recommends accepting the bid and contracting with A-1 Chip-Seal Company for an amount not to exceed \$74,268.75 for the chip-seal installation portions of the bid schedule items; and

**WHEREAS**, the Board of Trustees of the Town of Buena Vista has reviewed the recommendation of the Public Works Department and finds and determines that it would be in the best interests of the Town and its residents to enter into a contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO**, that the Notice of Award is approved and that the Mayor and/or the Town Administrator are authorized and directed to execute a Construction Contract for the 2020 Town of Buena Vista Chip-Seal, Street Improvements Project with A-1 Chip-Seal Company on behalf of the Town.

**RESOLVED, APPROVED and ADOPTED** this 9th day of June 2020.

**TOWN OF BUENA VISTA, COLORADO**

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

ATTEST:

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

**TOWN OF BUENA VISTA**

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

DATE: June 9, 2020  
TO: Mayor and Board of Trustees  
FROM: Mark N. Doering, Principal Planner

AGENDA ITEM: Chaffee County Comprehensive Plan Draft Review

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**Request:**

Town staff is providing the Board of Trustees the excerpts from the Chaffee County Comprehensive Plan Draft for the Board's review. Please read the attached documents to provide comments to staff to allow us to assemble comments in advance of the June 16, 2020 meeting where the Chaffee County Planning Commission will be discussing the elements that relate to the Buena Vista Sub Area that has been drafted for their review.

**Background:**

Chaffee County is currently updating their comprehensive plan. Their consultants have assembled a draft based upon their outreach and provided it to us to allow the Town to comment before they proceed to make any changes and move forward with a final draft for the Board of County Commissioners to consider.

**Budget Impact:**

None

**BOT Action:**

Please review the following attachments and provide any comments that the Town would like the County to consider for the Buena Vista Sub Area. If the Board has comments that it would like staff to assemble prior to the June 16 meeting, please provide those comments to staff to allow us to assemble those for that meeting by Friday June 12<sup>th</sup>.

**Attachments:**

Exhibit 1 – Draft of the Future Land Use Chapter for the Chaffee County Comprehensive Plan  
Exhibit 2 – Draft of the Buena Vista Sub Area Chapter for the Chaffee County Comprehensive Plan

# 4. Future Land Use

The future growth pattern of a community has a major influence on mobility, quality of life, environmental and fiscal sustainability, air and water quality, community character, and social interaction.

The Future Land Use plan envisions areas of no change, and areas of infill and expansion of suburban and urban growth considering the following elements:

- Proximity to a municipality, planned growth areas, or annexation areas
- Presence of existing infrastructure (sewer/ water) nearby
- Location on or near a major road or mobility networks
- Character and intensity of surrounding development, including proposed development
- Location relative to major conservation areas including wildlife habitat, high fire hazard areas or scenic resources
- The area's environmental character
- Real estate market conditions

Parcels with future land use designations—unlike zoning districts—may include parts of two or more zoning districts, as the future land use generally expresses the character of potential development. The FLUM provides a roadmap for implementing the County vision by revising the Land Use Code.

The use designations on the Future Land Use

Map are recommended, however, project or site specific adaptations may be acceptable where there is evidence of consistency with the intent of the Future Land Use Map, the goals and strategies of this Plan and/or other comprehensive plan policies.

The Zoning Ordinance contains the detailed regulations for implementing the future land use plan policies on land development and conservation. The FLUM should have the capability to be amended as conditions in the County change, when appropriate.

All three scenarios illustrate land use outcomes that are based on the same population, job, and household projections for the year 2030. Based on historical growth rate, these numbers forecast an estimated County population of about 24,900, representing 6,575 housing units in the unincorporated county and 9,463 jobs. The following table shows net growth figures for these parameters:

Each future scenario considers the same set of physical constraints on the location of new growth based on sensitive areas (e.g. floodplain, soils, slope, wetlands, or critical wildlife habitat). In addition, the three scenarios outcomes comprehend the presence of prime farmland, public lands, and high-value areas as deemed in the community input or in complimentary plans or studies.

**FUTURE LAND USE MAPS CAN BE FOUND IN THE SUB-AREA PLANS BEGINNING ON PAGE 98.**

## FUTURE LAND USE TABLE

Land Use Designation	Description
<b>Public Lands (PL)</b>	State- and federally-owned public lands and open space where no change in land use is envisioned. Also intended for recreation or tourism-related land uses in isolated nodes in the unincorporated county.
<b>Agriculture/Open Space</b>	Intended for lands used for agriculture purposes including light mixed uses and facilities associated with the agricultural or recreational economy. Riverfront open space is included in this category, as are certain trails. Includes floodplain protection, riverbank stabilization, riparian habitat preservation, open space preservation, active and passive parks, and trails. Can include farmsteads and large residential acreages.
<b>Rural Residential (RR)</b>	Intended for lands in rural areas of the unincorporated County generally on parcels between 2 and 20 acres in existing platted subdivisions. Accommodates low density residential uses with activities that are consistent with the RUR zone district in the Chaffee County Land Use Code. Generally designated for established residential neighborhoods where No Change in Use is intended.
<b>Suburban Residential (SR)</b>	<p>Intended for low intensity residential uses on parcels near existing incorporated or unincorporated communities or along major transportation corridors. This designation may have associated uses that consistent with the RES zone, and may accommodate locally-serving commercial uses that offer amenities to the neighborhood such as small format retail shops. Intended for areas within joint planning or service areas that are desired for annexation and municipal services where higher densities may be allowed.</p> <p>New development in this future land use should reflect open space conservation design practices such as clustered development. The intent is to promote residential or limited commercial development that protects the area's environmental assets, and permitting more open space, and protecting farmland and the character of the community.</p>
<b>Mixed Residential (MXR)</b>	<p>Designation intended for areas of desired annexation adjacent to existing incorporated or unincorporated communities or along major transportation corridors where higher densities may be appropriate. Also located near existing public water/sanitation utilities. Envisioned to accommodate denser housing development to combat sprawl. Institutional (e.g. schools, public facilities) or appropriately-scaled commercial uses may be appropriate to provide opportunities for walkable amenities.</p> <p>Intended to accommodate a mix of housing types, particularly to provide opportunities for affordable housing. This may include non-traditional subdivision design such as small homes on smaller lots, where flexibility is provided by using an incentive-based density bonus system.</p>
<b>Rural Commercial (CR)</b>	Intended for diverse existing and future commercial areas that are integral to the region's economy such as business parks, offices, gravel mining or utilities.

Land Use Designation	Description
<b>Light Industrial (IND)</b>	Intended to accommodate existing and future manufacturing areas where larger building sizes and activities are more appropriate, further from existing and potential residential areas such as aviation related activities.
<b>Mixed Use Corridor (MUC)</b>	<p>Future targeted growth designation to promote a mix of uses that are best served by locations on major transportation corridors and near existing higher intensity activities where higher densities may be appropriate to adhere to an orderly and efficient vision that encourages denser growth near existing communities. Intended to promote job growth and economic development by preserving sites for highway or river-dependent manufacturing and freight transportation.</p> <p>Only located in areas that are within a joint planning area within a municipality's three-mile planning jurisdiction, MUC is designated in community gateway areas. Development in this future use should be consistent with municipal plans and accommodated in intergovernmental agreements for extending infrastructure and services if annexed.</p>
<b>Rural Mixed Use (RMU)</b>	Intended for future uses similar to that of MUC but at lower intensities more appropriate to the surrounding rural character. Envisioned to promote economic development consistent with the existing recreation, agricultural or tourism-based economy such as rafting companies, campgrounds or hospitality activities.
<b>Mining Claim (MC)</b>	Intended for tracts of land formerly used as mining claims as designated by the County Assessor. Can accommodate limited backcountry habitats with approved facilities if determined to not be detrimental to sensitive areas and not impactful to water quality, particularly around rivers, streams or other surface waterways.
<b>Open Space (OS)</b>	Intended to preserve open space particularly in existing subdivisions or along existing or proposed trail networks to expand county recreation and connectivity goals.
Other Land Use Character Areas	Description
<b>Future Economic Activity Node</b>	Focused area for future economic development land uses. Implemented through strategic allocation of resources and projects that assist in the creation of new businesses or jobs, this may include areas ideal for renewable resource infrastructure development, community gateways, tourism-oriented commerce, new and emerging industries, or new planned mixed use developments and may be considered for annexation into existing municipalities.
<b>Opportunity Sites</b>	Determined through community input and GIS infrastructure analysis, these are sites that offer opportunities to meet this Comprehensive Plan's goals and strategies through their future development. Opportunity sites also provide for potential locations for affordable/workforce housing developments since their locations meet many of the criteria for such projects.
<b>Natural Resource/ Backcountry Overlay</b>	Natural Resource Overlay (NRO) areas or "Backcountry" overlay on select REC and public lands for the protection wildlife habitat with the most critical habitats subject to the greatest density, intensity, and design restrictions
<b>Scenic Corridor Overlay</b>	Designated along Scenic Byways in areas where low-intensity development is appropriate due to the location of wildlife crossings, high biodiversity, or where existing planning efforts by other agencies or organizations are focusing resources to preserve such areas.

	2020 Estimate	2030 Projection (Base)	2030 Projection (Lower Bound)	2030 Projection (Upper Bound)	Net Growth (At Base Projection)	Net Growth (At High Projection)	Est. Land Required
<b>Population*</b>	20,799	24,899	21,210	28,588	4,100	7,789	-
<b>Housing Units*</b>	5,980	6,575	5,456	7,695	596	1,715	1,260 to 3,677 Ac
<b>Employment</b>	8,400	9,463	8,532	10,394	1,063	1,994	70 to 150 Ac

\*2020 figures are interpolated from 2000 to 2018 US Census estimates

\*\*Only includes units in the unincorporated county (US Census)

### Projecting Growth Rates for Future Land Use Mapping

It is not the intent of the this Comprehensive Plan to only consider the physical capacity of the land for growth in the County, but rather the implications of growth to the infrastructure and character of the County. The public vision is for orderly, efficient and sustainable growth in the appropriate locations in existing communities. Several of the Plan's goals, however, are implemented by providing opportunities for certain land uses in the Future Land Use Maps. Therefore, to gain a general assessment for the amount of land needed to promote the public vision, the Future Land Use Plan considers historical growth figures to project potential needs for residential, commercial or mixed use buildings and activities. Due to the rapidly changing demographics and fluctuating growth rates, projecting future increases in population, housing units and employment can paint an uncertain picture of the future. The above table projects growth to 2030 simply as an illustration to compare how the County is growing.

At the base forecast level, about 600 units may be added to areas outside of existing municipalities with that figure increasing to over 1,700 at the higher confidence bounds. Within the current land use framework (at densities of

0.5 dwelling units per acre), accommodating 600 housing units would occupy about 1,200 acres of land if all growth was built in new subdivisions. At higher urban densities (8 dwelling units per acre) the amount of land consumed reduces to about 75 acres.

These figures potentially mean over 4,000 new people will call Chaffee County home in the next decade. Although this does include population growth in the municipalities, many people will likely be moving to housing developments annexed from the County into towns and cities, and therefore must be considered in the FLUM.

Ten-year employment growth could add about 1,000 jobs to the County's economy. According to the same US Census dataset, 44% of current workers worked in the Salida area and 28% of workers were employed in the unincorporated county. This indicates that growth in job-generating land uses will be critical to meet goals of Theme 5 in Part II of this plan. As such the Future Land Use plan envisions opportunities for job growth in mixed use and commercial future land use designations including MUC, RURc, CR, or IND. Similar to growth in housing, many of these commercial developments would be annexed into municipalities.

## COMMUNITY MAPPING INPUT

The public was invited to comment on existing and future land use conditions online through a mapping tool, and in-person during Open Houses and Neighborhood Meetings. Participants placed pins on a Sub-area map board that were color-coded by land uses deemed appropriate or not appropriate.

**Buena Vista/Johnson Village:** In general, comments regarding the Buena Vista Sub-Area aimed for “high density residential” on the outside boundaries of Town, particularly in vacant land to the south, within Johnson Village and near Highway 24. Several comments deeming a parks or recreation land uses were recorded near the eastern gateway entrance to Johnson Village. Generally the public deemed “agriculture”, “renewable energy”, or “recreation” for non-subdivided lands outside the Town currently used for agriculture.

**Mid-Valley/Nathrop:** Public mapping input on land uses deemed appropriate or not appropriate was received at the Nathrop and Buena Vista Neighborhood Meetings and the Buena Vista Drop-in event. Regarding the Nathrop area, comments for appropriate land uses centered on additional housing in the old townsite. Comments included three pins for “low density residential” on vacant parcels and three pins for “high density housing” near Highway 285 and on interior vacant parcels. Other comments included four pins for open space, parks or recreational facilities in the Nathrop townsite, which included



*Mapping stations at Salida Open House*

a note for playground from the Neighborhood Meeting. One pin identified “neighborhood commercial” as an appropriate land use in Nathrop.

A segment of the public deemed no growth was appropriate outside the immediate Nathrop area, with comments left such as “Say no to development” and “Keep the mid-valley rural”. Several pins coded “agricultural” or “renewable energy” were located in the farmland around the unincorporated community.

**Salida:** Public mapping input on land uses deemed appropriate or not appropriate was received at the two Salida Open Houses, two Neighborhood Meetings and the drop-in event as well as through online platforms. Evident was the desire to push density towards the municipal boundaries instead of sprawl on the open agricultural land. Pins coded “high density residential” were placed along the Rainbow Road/Highway 50 corridor and along



*Mapping stations at Salida drop-in*



*Mapping stations at Nathrop Neighborhood Meetings*

the southern gateway to the community along Highway 50 towards Canon City. “Commercial or industrial use” pins were also placed along the Highway 50 corridor. This is congruent with the community input from the Future 50 Re-Vision plan where citizens “voiced more of a preference for hotels, housing, mixed-use buildings, and the adaptive reuse or repurposing of existing buildings” (page 15, Future 50 Review Draft, 7/2019). South of the City of Salida, emphasis was placed on preserving the sensitive riparian and flood hazard areas along the S. Arkansas River.

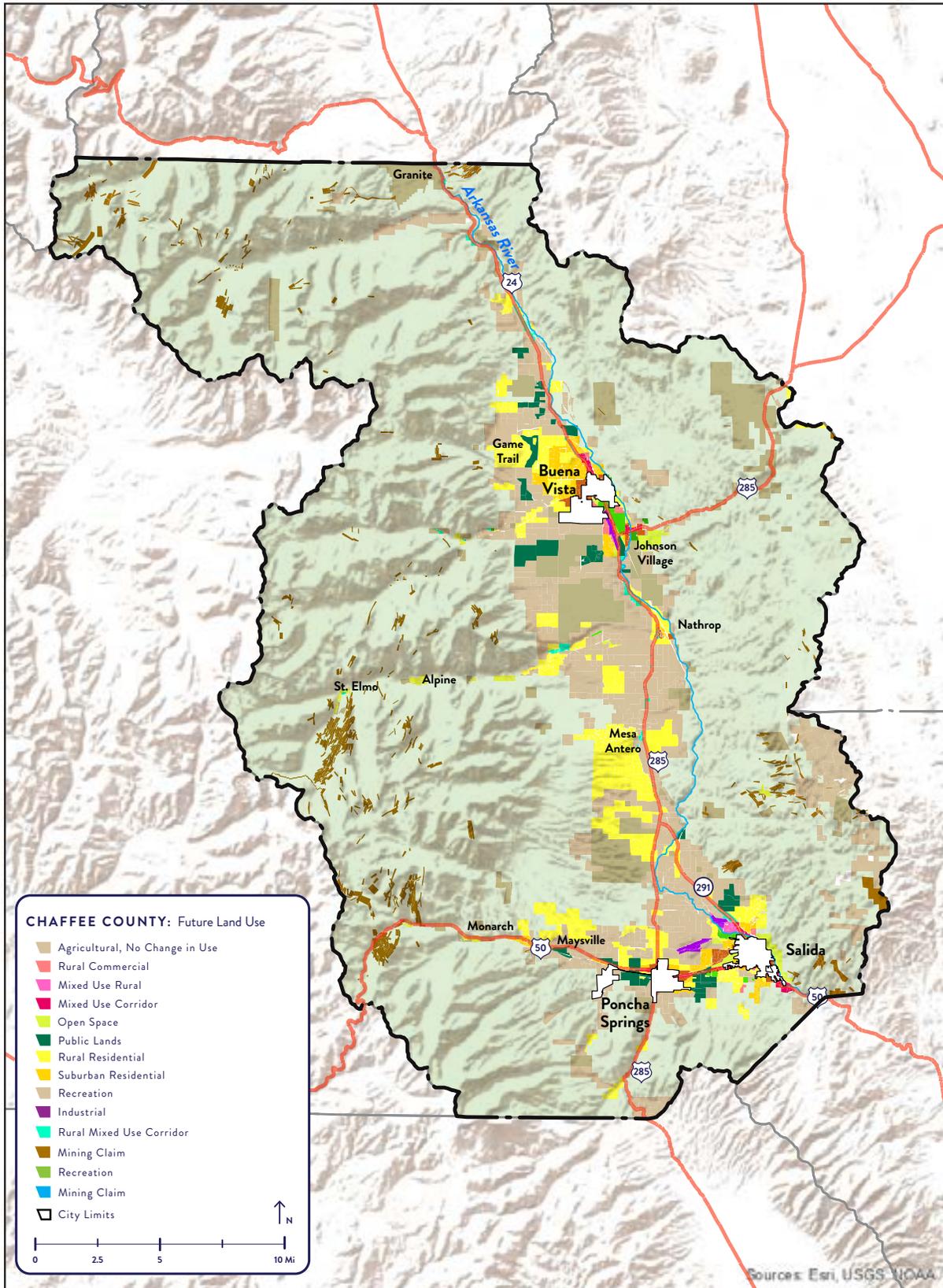
West of Salida in the wedge-shaped area formed by Highway 50, County Road 120 and the western municipal boundary, the community placed notations for preserving open space, agriculture and connecting trails along the bench and irrigation canals. These lands blend into the Hutchinson Ranch, much of which is conserved through land trust easements.

**Poncha Springs/Maysville:** Toward Poncha Springs, map comments focused on enhancing connectivity for the bicycle and pedestrian network, including the need for directional signage to major trail corridors such as the Continental Divide Trail. A multi-use trail extension from Poncha Springs to Maysville, and better safety and signage from Poncha Springs to Mears Junction were comments supporting recreational cycling activities.

Comments regarding Maysville included adding traffic cameras through Colorado DOT’s website at several locations along Monarch Pass to inform drivers of current highway conditions. Historic preservation, specifically of the old graveyard, was also mentioned in Maysville.

# Future Land Use

## COUNTY-WIDE MAP



# Public Lands

## FUTURE LAND USE & CHARACTER



Photo: S. Peterson



Photo: S. Peterson



Photo: S. Peterson



Photo: S. Peterson

### Objectives:

- Support multi-jurisdictional interests on the conservation, protection and responsible use of public lands.
- Balance recreational activities with high-value scenic and ecological resources, including sensitive wildlife habitat, riparian areas scenic byways and/or the wildland urban interface.
- Partner with the multiple jurisdictions involved to continue to provide public access.
- Create a future land use framework for public lands that protects backcountry areas with privately-owned mining claims from hazards.

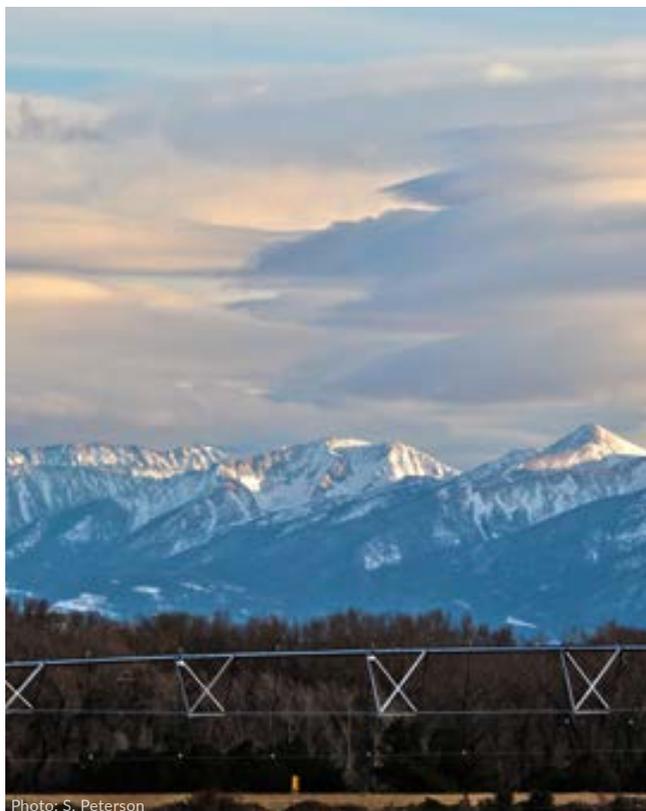
**General Character:** Land uses are generally related to supporting recreational activities, the administration of public lands and access to outdoor resources. In limited cases, mining claims wholly surrounded by public lands have been acquired by private owners and have challenges associated with access, sanitation, slope or other hazards, most important being the risk of wildfire.

This future land use is accompanied with the Backcountry future use overlay to further protect private interests from such hazards.

**Envisioned Density Range:** Residential uses are limited in Public Lands but may exist in mining claims under specific circumstances.

# Agriculture | Open Space

## FUTURE LAND USE & CHARACTER



### Objectives:

- Preserve the character of rural areas in Chaffee County.
- Support the agricultural economy.
- Create opportunities for advancing agricultural and sustainable farming practices.

**General Character:** Very low density residential in character, with potential for on-site ancillary uses that further the goals of this Plan including low-impact renewable energy production, uses that facilitate the conservation of open space, or limited manufacturing of agricultural products that do not create visual or other impacts to the surrounding rural environment.

Residential uses are generally associated with housing for the agricultural operation of the property, and typically are rural parcels not in platted subdivisions.

**Envisioned Density Range:** Less than 0.5 Dwelling Units/Acre; Potential for accessory dwelling units that support the operation of agriculture or ranching, value-added agricultural facilities, housing for workforce, or other ancillary uses that support the operations of the agricultural use.

# Open Space

## FUTURE LAND USE & CHARACTER



### Objectives:

- Provide for additional open space in and around existing or proposed development to provide opportunities for active and passive recreational space.

**General Character:** This future land use features trails, outdoor event space, park features such as benches or public restrooms, linear parks, and bicycle facilities.

**Envisioned Density Range:** Residential uses are not envisioned in Open Space future land use designations. Concessions to support events or public parks and recreation may be facilitated on a case-by-case basis.

# Rural Residential

## FUTURE LAND USE & CHARACTER



### Objectives:

- Provide opportunities for large-lot, low density residential uses in appropriate locations.
- Manage appropriate land uses at the interface between residential and agricultural uses.
- Promote open space conservation by

**General Character:** Primarily single family residential houses on large rural lots; Typical parcel sizes are between two and 40 acres. Unlike Residential Suburban future uses, the Rural Residential category is found

May support small-scale farming or ranching;  
May support parks, trails and open space facilities.

**Envisioned Density Range:** Less than 1 Dwelling Unit/Acre; Potential for accessory dwelling units; Potential for increases in housing unit density if developments or subdivisions include Conservation Development or rural clustering of units to conserve open space elsewhere on the site.

# Suburban Residential

## FUTURE LAND USE & CHARACTER



### Objectives:

- Maintain orderly and consistent growth of existing neighborhoods in the County's municipalities or established unincorporated communities.
- Provide a mix of housing to serve a range of people, including the workforce, the elderly, and families of various income levels.
- Adhere to an orderly and efficient vision that encourages denser growth near existing communities and anticipates municipal annexation through intergovernmental agreements.

**General Character:** Similar in character to existing residential neighborhoods in Chaffee County, but intends to support housing affordability goals by envisioning a range of

housing types, mixed by unit size, occupancy, density and price. In very limited cases, may support small, locally-serving commercial in appropriate areas that supports the immediate neighborhood. Designated for areas that are on public services in planned growth areas eventually to be annexed into a municipality.

**Envisioned Density Range:** 1 to 4 Dwelling Units/Acre; Higher densities are generally contingent on bonuses given to projects that incorporate affordable housing into the development, or projects that are located near amenities or activity centers. Building heights between 1 and 3 stories.

# Mixed Residential

## FUTURE LAND USE & CHARACTER



Photo: S. Peterson



Photo: S. Peterson

### Objectives:

- Provide a mix of housing to serve a range of people, including the workforce, the elderly, and families of various income levels.
- Located near major transportation corridors, activities and services such as schools, grocery stores, and employment nodes.
- Targets orderly and efficient growth patterns that encourage denser development near existing communities and anticipates municipal annexation and servicing through intergovernmental agreements.
- Promotes a jobs/housing land use balance by creating opportunities for housing units near places of work.

**General Character:** Buildings that accomplish housing affordability and attainability goals by envisioning a range of housing types, mixed by unit size, occupancy, density and price. May support small, locally-serving commercial in appropriate areas that caters to neighbors and does not compete with other commercial centers in the County. Supports neighborhood-serving parks, trails and open space facilities.

**Envisioned Density Range:** 4 to 16 Dwelling Units/Acre; Higher densities are generally contingent on bonuses given to projects that incorporate affordable housing into the development, or projects that are located near amenities or activity centers. Building heights between 1 and 3 stories.

# Rural Mixed-Use

## FUTURE LAND USE & CHARACTER



### Objectives:

- Promote a mix of uses best served by transportation corridors and near existing agricultural activities
- Provide opportunities for low-density, low-impact commercial uses that accommodate rural businesses.
- Promote job growth and economic development by preserving sites for highway-dependent manufacturing and freight transportation.

**General Character:** A mix of locally- and regionally-serving commercial activities including retail, employment, and personal services that support the local economy.

**Envisioned Density Range:** 0.5 to 2 Dwelling Units/Acre. Higher densities are generally contingent on bonuses given to incorporate affordable housing into development. Building heights between 1 and 3 stories.

# Rural Commercial

## FUTURE LAND USE & CHARACTER



### Objectives:

- Promote job growth and economic development by expanding opportunities for businesses that generate employment and diversify Chaffee County's economic base.
- Accommodate existing commercial in unincorporated Chaffee County.

### General Character

A mix of locally- and regionally-serving commercial activities including business/professional office parks, retail, sand and gravel mining, and personal services that support the local economy.

**Envisioned Density Range:** Residential uses in mixed-use buildings are envisioned in Commercial future land use designations if they advance the goals of this Comp Plan. Envisioned at 2 to 16 Dwelling Units/Acre when incorporated with commercial uses. Higher densities are generally contingent on bonuses given to incorporate affordable housing into development. Building heights between 1 and 3 stories.

Development adjacent to residential areas should offer buffers or smooth transitions in overall building scale to soften the change between unlike uses.

# Mixed-Use Corridor

## FUTURE LAND USE & CHARACTER



### Objectives:

- Promote a mix of uses best served by major transportation corridors and near existing higher intensity activities
- Adhere to a targeted, orderly and efficient vision for growth that encourages denser buildings near existing communities with existing services and infrastructure.
- Target mixed-use and denser uses to areas near existing communities
- Promote job growth and economic development by locating sites for transportation-dependent offices, services and goods delivery near major highway corridors.

**General Character:** A mix of locally- and regionally-serving commercial activities including retail, employment, and personal services that support the local economy. Should be well-connected to existing or proposed neighborhoods, schools or other activity nodes with trails, pathways and sidewalks.

**Envisioned Density Range:** 2 to 16 Dwelling Units/Acre; Higher densities are generally contingent on bonuses given to projects that incorporate affordable housing. Building heights are between 1 and 3 stories.

# Light Industrial

## FUTURE LAND USE & CHARACTER



### Objectives:

- Support a sustainable economy centered on clean energy, agriculture, and manufacturing using renewable resources.
- Bolster existing businesses and manufacturing uses that provide long-term jobs.
- Support business that may be large in scale and character by locating them next to similar uses and away from residential neighborhoods.
- Harbor opportunities for next-generation industries that align with the economic and environmental goals in this Plan.

**General Character:** Typically buildings are used for the singular purpose of light manufacturing of goods or products including value-added agricultural facilities. Large energy-generating facilities such as geothermal plants may be appropriate. Offices may exist within or near the manufacturing activities.

**Envisioned Density Range:** Residential uses are not envisioned in Light Industrial areas, however limited housing that must be on-site to support the workforce and the operation of the use may be appropriate.

# Mining Claim

## FUTURE LAND USE & CHARACTER



### Objectives:

- Provide for recreational opportunities on small privately-owned parcels currently existing in or surrounded by public lands.
- Allow for seasonal limited-access shelters that do not contribute to wildland fire risk.
- Restrict insensitive buildings or uses from proliferating in backcountry environments.

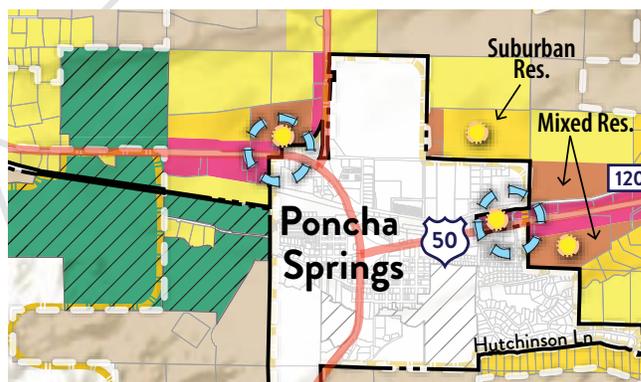
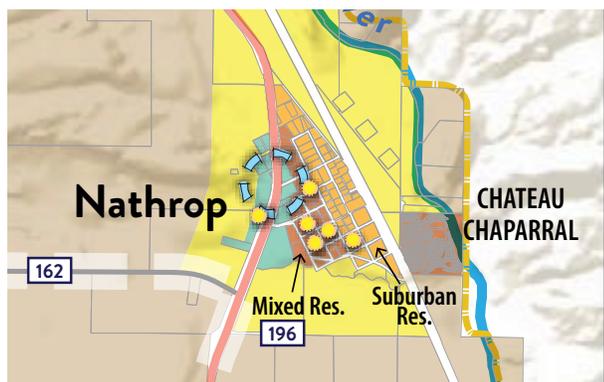
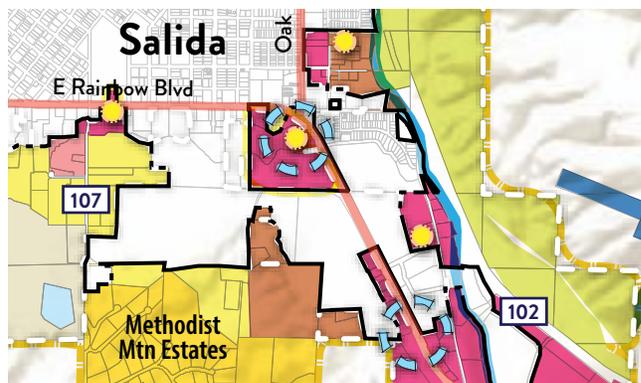
**General Character:** Should be limited to existing cabins or shelters on private parcels that were originally mining claims. Materials are envisioned to be highly fire resistant and designed to be able to withstand a fire or hazard event without additional risk of human or environmental loss.

Shelters or cabins blend into the natural environment and are not intended for continued habitation or expansion.

**Envisioned Density Range:** One shelter per individual parcel.

# Future Economic Activity Node

## OTHER LAND USE CHARACTER AREAS



This designation is given to nodes of unincorporated Chaffee County to attract and further develop the community's economic health and resilience.

### Objectives:

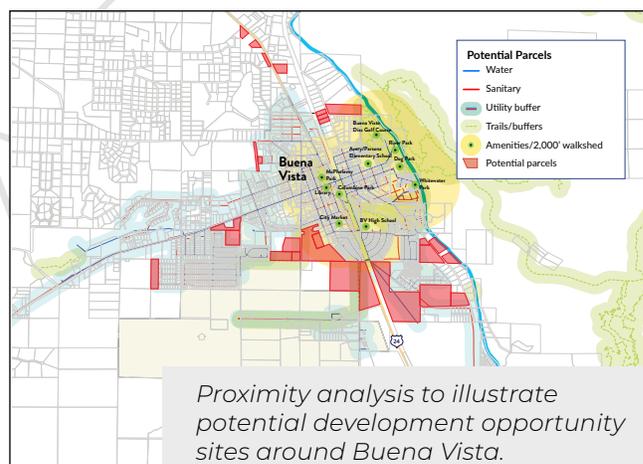
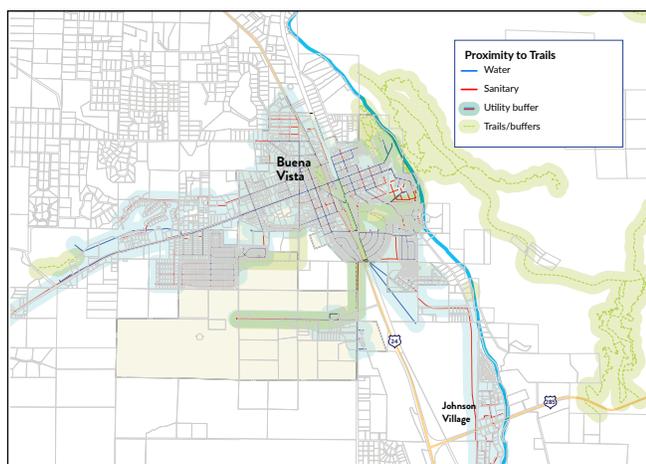
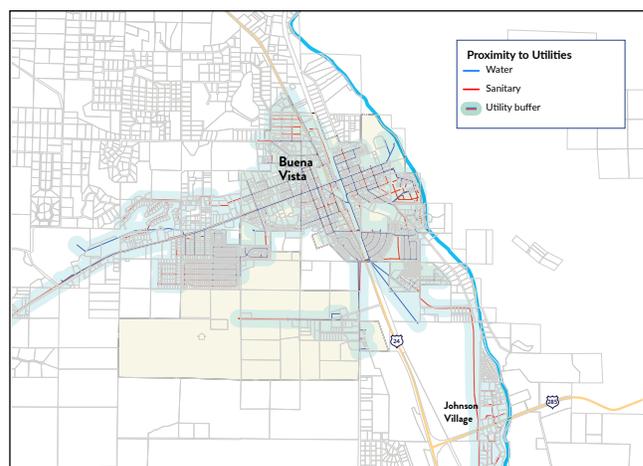
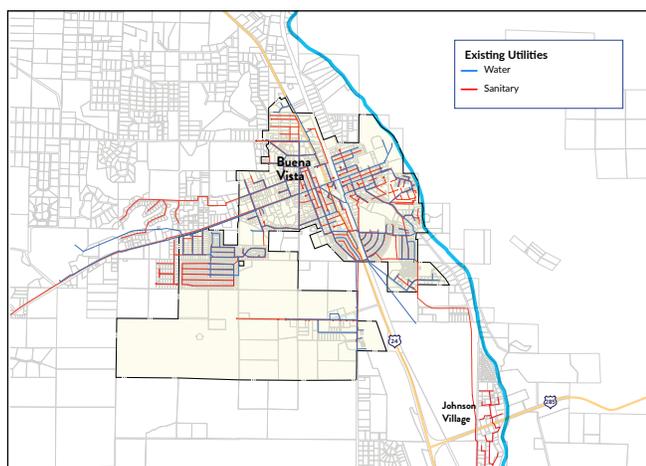
- Promote innovation and pursue new industries as well as training or educational facilities (e.g. vocational or college institutions) that support and train the workforce for such businesses.
- Incentivize and recruit businesses that foster opportunities for workers in Chaffee County to further their economic growth.
- Pursue commercial activities that promote the County's identity as a leader in sustainable

development, environmental stewardship and balanced outdoor recreation.

**Envisioned Economic Activities:** Building activities and land uses that meet the Goals and Strategies of Theme 6 of this Comprehensive Plan.

# Opportunity Sites

## OTHER LAND USE CHARACTER AREAS



Opportunity sites are parcels that—due to certain criteria—offer a high likelihood for development that could further the goals and strategies of the Comprehensive Plan. Located in the unincorporated county, these sites illustrate locations where the County may focus resources to catalyze surrounding development or build specific land uses that have otherwise been lacking, particularly affordable housing. Although the County only proposes these as theoretical opportunities in 2020, these sites communicate to the development community and the public locations in Chaffee County where partnerships may be formed to cultivate the kind of buildings the public would like to see.

### Objectives:

- This designation is given to public or private parcels in the unincorporated county identified through an infrastructure analysis.
- Potential sites for supplying affordable/workforce housing since their locations meet many of the criteria for such projects.
- Determined through community input and GIS infrastructure analysis
- Offer opportunities to meet this Comprehensive Plan's goals and strategies through their future development.
- Facilitated by public-private partnership particularly in providing infrastructure.

## Analysis and Criteria

Opportunity sites were initially analyzed based on the following criteria:

- Proximity to existing public infrastructure (within 400' of water, sanitary sewer, roads/sidewalks, etc).
- Within 2,000' of amenities/activity nodes (schools, parks, grocery stores, healthcare institutions, cultural institutions) representing a roughly 20-minute walking distance.
- Within 2,000' of employment nodes (determined from US Census LEHD dataset).
- Within 500' of trail network.
- In unincorporated Chaffee County.

The sites were then evaluated based on property ownership and feasibility of extending key infrastructure, particularly public water and sanitary lines to service the area as a part of the infrastructure analysis.

Potential opportunity sites were incorporated into future land use maps for the four sub-areas and presented to the public at Open Houses 3 and 4. As part of Comprehensive Plan implementation, these Opportunity Sites (indicated with the  symbol on the FLUM) are recommended for special design and development standards that would supplement standards identified in Article 2 of the Chaffee County Land Use Code and would apply to major new development that meets the intent of this Plan.

# Land Use Overlays

## OTHER LAND USE CHARACTER AREAS

### NATURAL OR SCENIC RESOURCES OVERLAY

Land use overlays are valuable for applying a specific vision or desired land use guidance to an area where unique conditions exist. In this case, support was evident for maintaining views, river health and natural resources in certain patches or corridors.

The Natural or Scenic Resources Overlay is intended to maintain, protect, or where it is found necessary, develop and restore the resources and benefits of riparian areas or scenic areas.

This must occur in a way that recognizes such resources for their value in protection of water supply and quality, fish and wildlife habitat, water-dependent uses, recreation and economic resources and for maintaining environmental beauty and significance.

## COUNTY-WIDE FUTURE LAND USE POLICIES AND RECOMMENDATIONS

The following recommendations should apply to all new subdivisions and developments in unincorporated Chaffee County. The following regulations and policies should be considered when updating the County Land Use Code and Subdivision Regulations, and have been formulated from public input and consultation of best practices.

- Create an inclusionary housing ordinance that complements those in the municipalities and requires a percentage of every new subdivision developed be affordable, with a fee-in-lieu option.
- Update the Land Use Code and Subdivision Regulations to require new subdivisions that enter or exit from Highways 285, 50, 24 and 291 conduct a study to determine the need for right/left turn lanes or a traffic light/roundabout.
- Create a dedicated Affordable Housing Fund, funded by a Hotel/Lodging tax and an Excise/Development Impact Fee on residential development (excluding affordable housing projects).
- Applications for building permits within the Wildland Urban Interface (WUI) should be required to perform fire mitigation and meet the minimum standards set by the Wildfire Mitigation Plan.
- Comply with all recommendations of the Community Wildfire Protection Plan.
- Partner to revise HOA legislation to allow in-home childcare.
- Limit size of structures in the REC zone or select backcountry areas where mining claims are abundant.
- Establish or revise intergovernmental agreements that maintain consistency in Joint Planning Area around cities and towns and promotes orderly and efficient growth. To promote growth near and within communities, the JPA plans should encourage density and require annexation. To incentivize density, consider a reduction of tap fees at higher densities within the JPA.
- Consider small-format central water and sewer systems to allow rural cluster of multifamily areas.
- Determine the applicability and administration of a Transfer of Development Rights program to conserve rural areas, particularly in natural resources conservation/backcountry areas and the WUI.
- Allow mixed-use to include more diversity - i.e. small cafes on the river in appropriate places in MUC, RURc, and RS future land use designations.
- Plan access to transportation into new developments. Add trails, transit shelters, bicycle storing facilities, and bike racks.
- Require that developments build roads to the County standards.
- Pursue a Transfer of Title ordinance as per Regulation 43 for information-gathering purposes to ensure on-site wastewater treatment systems are not contributing to public health or environmental impacts. Initial ordinance should outline measures to form a county-wide database of test results and empirical data at the point of sale of a property.
- Adopt the International Energy Code (Note: Chaffee County is currently updating from the 2007 Code that is currently adopted)
- Increase minimum lot sizes in the Rural Zone from 2 acres to 10 acres

# Buena Vista

## SUB-AREA



## VISION & CHARACTER

- The Buena Vista Sub-area has experienced and embraced an **evolving identity**, ranging from mining to music.
- This **historical charm and instant access** to the Arkansas River will continue to attract curious and active travelers coming for a weekend or staying for a lifetime.
- Leveraging the Town's diverse and growing economy, new businesses reflect the community's values of **sustainability and healthy lifestyles**, businesspeople are attracted to the Buena Vista area's recreational economy and ease of access.
- As the **main gateway to Chaffee County** from the Front Range, this Sub-area benefits from steady vehicle traffic that supports highway-oriented businesses, balanced by alternative mobility options including an **extensive trail system** connecting rural areas to the town center.
- The Buena Vista Sub-area—through logical growth in places like Johnson Village—can promote community goals of supplying affordable housing by envisioning a mix of unit types at the right size and in the right places.

## SUMMARY OF NEIGHBORHOOD MEETINGS

### Buena Vista Neighborhood Meeting

The main topics discussed at the Buena Vista Neighborhood Meeting were the Town's role in the County, mobility, housing and growth.

Many residents believed that Buena Vista hasn't fully shaped into who it wants to be, indicating that there is room to define their identity as a community. Meeting attendees were proud of how open-hearted and open-minded their community is, and how it has a unique historical presence without the look of a "classic town." One resident stated that Buena Vista is the "Gateway to the outdoors - the community is based on people being outside."

The mobility discussion primarily focused on non-vehicle transportation options; many residents voiced concern that the County has not been proactive in pursuing bike lanes, and that they desired more sidewalks in BV. There was also mention of parking issues in town, particularly in summer months when tourism is at its peak.

Cost of housing was the main issue of concern for the residents of Buena Vista, who have seen the negative impacts of housing unaffordability affect them and their neighbors. Many residents at the meeting believed that density is the key to affordable housing and viewed The Farm as an example to be replicated. A few action items that residents referenced were enacting restrictions on short-term vacation rentals, the purchase

of County and Town land for deed-restricted housing and creating incentives in the Town to get developers to build affordable housing and annex into Town.

Attendees made the connection between housing and jobs, and spoke of how businesses are unable to retain employees due to the shortage of affordable rental properties. Most meeting attendees agreed that they wanted to continue to be environmental stewards and hoped that pursuing businesses in the green economy will bring attractive, higher-paying jobs to the County.

### Johnson Village Neighborhood Meeting

The main topics discussed at the Johnson Village Neighborhood Meeting focused on community identity, water infrastructure capacity, and annexation.

Residents of Johnson Village understand the important role it plays as one of the three main gateways into the County, and acknowledge that historically they have been an overlooked, pass-through community. While some meeting attendees said they would like the convenience of having restaurants and a grocery store in the Village, others were less concerned with the drive to Buena Vista for these amenities. Residents were concerned with the availability and capacity of water infrastructure, and how businesses are leaving the area due to water access issues. When the potential to annex into Buena Vista was brought up, residents were skeptical but saw the potential benefit of having better access to water. Growth in the County has

created traffic issues coming through Johnson Village on Highway 285, especially in summer months. With increased traffic, one resident stated “We need visibility - proper signage is key to support commercial growth.”

## EXISTING CONDITIONS

### Population

The Buena Vista Sub-area has an estimated population of 6,333 - with 3,613 people living in unincorporated Chaffee County and 2,720 in the Town of Buena Vista.

### Jobs

The Buena Vista Sub-area had an estimated 1,999 jobs in 2017, with 1,659 of those being in the Town of Buena Vista, and about 24 of the total in Johnson Village. The unincorporated area around the Town had 316 jobs in 2017. According to geographic data from the US Census, many of these jobs in the County are found in rural subdivisions, indicating many people work out of their homes.

### Land Use and Development Patterns

Growth has been affected by public lands and conservation areas established in decades past. As a result, the overall amount of available land for future growth is limited when one considers sensitive areas (e.g. wildlife habitat, fire hazard areas). Existing subdivisions already

occupy much of the Sub-area’s land, and will remain in place as low-density residential land uses. These older subdivisions exhibit a very suburban pattern of development that consumes land less efficiently than what was desired in the public vision, which in 2020 is to promote development near community centers and corridors. These subdivisions have many unbuilt parcels, indicating they will continue to add housing units without the approval of any new subdivisions. Among the area’s subdivisions, approximately 310 lots are vacant and available in subdivisions like Game Trail. Although many of these lots are “holding” parcels purchased by an adjoining landowner to maintain as vacant lots, such parcels could potentially supply additional housing without consuming more open land.

The Buena Vista Three-Mile Plan designates 10 Planning Areas where future growth is desired. The Three-Mile Plan provides future growth policies for new development, annexation and provision of infrastructure in these areas. The Future Land Use Map is congruent with these recommendations in its vision for future growth, and anticipates development in the Residential Mixed future land use district to be annexed into the Town, and developed to the Town of Buena Vista standards for access and infrastructure.

Based on approved land use and building permit records for the last 10 years, much of the residential development in and around the community has been in existing platted subdivisions, in new subdivisions or within the Town limits. Approximately 210 permits were issued in from 2009 to 2019, of which 94% were

residential (see Buena Vista Sub-area: Patterns of Development map on the following pages).

### **Physical Character**

In the Buena Vista Sub-area, the average parcel size is just over five acres. In the Town of Buena Vista, the average parcel size is 1.5 acres, while in the unincorporated area surrounding it, the average parcel size is 9.8 acres.

### **Recreation**

The Buena Vista Sub-area has an estimated 7.2 miles of trails and four fishing access points. There are four campgrounds located in the Sub-area.

## **EXISTING INFRASTRUCTURE & CAPACITY FOR GROWTH**

### **Water**

The Buena Vista water system currently contains three sources, which together provide up to 1.5 million gallons per day (MGD) of potable water. It is anticipated that a portion of the existing service lines will need to be modified to meet the demands of new, higher-density users. Additionally, watering landscapes and lawns in the summer creates a huge demand on the water supply. Reducing this type of high-maintenance outdoor space through redevelopment and zoning modifications may aid the health of the overall water supply. The only area of concern for natural growth is to the north of the existing water district. Due to elevations increasing in

this direction, water pressure within the system will fall below operational standards without the addition of a booster pump.

### **Sanitation**

The Buena Vista Sanitation District (BVSD) provides sanitary sewer services to those properties within the District limits and to the unincorporated community of Johnson Village through the Intergovernmental Agreement with Chaffee County. The District limits include all of the properties within the Town of Buena Vista, as well as the Buena Vista Correctional Complex and a number of individual parcels, which were accepted into the BVSD, but did not annex into the Town. The BVSD also accepts septage collected from area septic systems, at a rate not to exceed 5,000 gallons per day (gpd). The infrastructure of this system consists of approximately 25 miles of public sewer pipe, ranging from 8 inches to 21 inches in diameter. According to 2019 collection data, the plant is currently operating near 35% in the winter and 75% in the summer. This facility is rated to treat up to 1.5 million gallons per day (MGD). This permit will expire in October 2020, and the renewal may be subject to new terms and conditions, which are expected to be issued before the end of 2024.

## **FUTURE LAND USE MAP**

The Future Land Use Map for the Buena Vista Sub-area provides a vision for public and private growth in unincorporated Chaffee County. The FLUM was largely informed by the Buena Vista

Three-Mile Plan and Buena Vista Comprehensive Plan and corresponding Planning Areas, by other plans and studies, by existing physical conditions, and from direct community input from comments made on maps at drop-in events, open houses and neighborhood meetings as well as on Together.ChaffeeCounty.org.

Elements of the FLUM include:

- Establishes **Mixed Use Corridor** (MUC) future uses along community gateways and key corridors for economic development. This includes Highways 24 and 285. This use is intended to support existing commercial and recreational uses such as rafting companies that are located on the highways. MUC promotes economic development by providing opportunities for a mix of new commercial businesses.
- Establishes **Rural Mixed-Use** (RMU) future uses for Highway 285 and 24 corridors north and south of Town where surrounding land uses are rural in character.
- Generally no change in use for state and federal-owned lands, except where noted in the Buena Vista Three-Mile Plan for purposes of land exchanges.
- Establishes **Mixed Residential** (MXR) future uses for lands within the Town of Buena Vista's Planning Areas where future development and annexation into the municipality is desired.
- Generally no change in use for existing residential subdivisions with lots under 20 acres in Rural Residential or Agricultural future land use areas.

### Johnson Village Future Land Use

Responding to the desire to establish Johnson Village as more than a pass-through on the way to other places, the future land use map reflects the intent to create a "Village" in Johnson Village. This means promoting "Main Street" Johnson Village by establishing a streetscape with complete sidewalks, street trees, lighting and signage.

With existing growth in neighborhoods like Casa Del Rio, enhancing connectivity with pedestrian and bike infrastructure to Buena Vista is key to plan implementation. Safe pedestrian crossings of Highway 285 must occur should new residential development occur in Johnson Village

Future Economic Activity Node: With high traffic and visibility, Johnson Village offers opportunities for future commercial uses that cater to the recreation and tourism economy by creating jobs in hospitality. Highway 285 through Johnson Village is envisioned to be a Future Economic Activity node, building on existing and proposed development which includes new businesses like the Station 24 Cafe and the re-opened Coyote Cantina both of which re-used existing buildings for new businesses.

The Johnson Village Future Economic Activity Node is intended to promote the following uses:

- Hotel
- Food and beverage
- Renewable energy facility

- Travel centers and convenience stores
- Recreational businesses (i.e. rafting companies)
- Designated campgrounds
- Retail commercial
- Affordable and workforce housing

### Opportunity Sites

Through the infrastructure-based analysis performed in GIS, several sites were identified as ideal for development or redevelopment based on the following factors:

- Availability of infrastructure and financial viability of connecting to municipal water and sewer systems (generally sites are within 400 feet of existing infrastructure)
- Sites that were within a 20 minute walk to community amenities (schools, parks, recreation facilities, health care, libraries, museums/cultural institutions) or approximately one half mile
- Proximity to the trail network
- Existing plans to extend municipal or public infrastructure to/through the area
- Recent development occurring nearby
- Interviews with stakeholders in the community as well as County staff
- Physical site constraints

### SUB-AREA SPECIFIC POLICIES

- Create a taxing model similar to Jefferson County that sustains open space, trails and maintenance
- Promote the production of local food and provide resources for small-scale agriculture
- Plan for and incentivise the development of spaces for youth that promote healthy socialization
- Ensure all development includes designed inclusive green space and/or parks
- Working with Buena Vista's Water Resource Master Plan and this plan's Infrastructure Study, determine the feasibility of expanding water service for existing properties as well as any future lots in the Sub-area

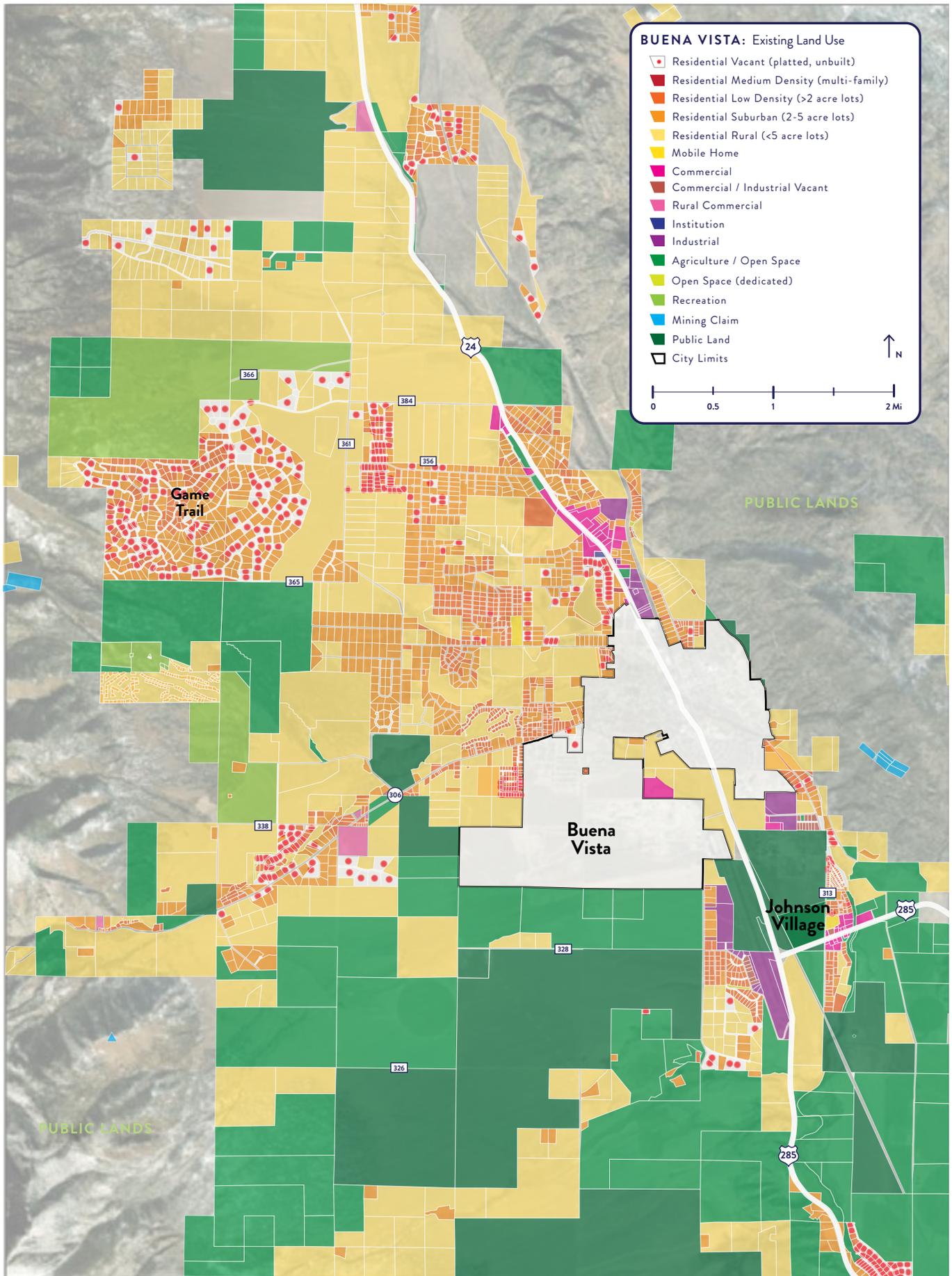
<b>Buena Vista Sub-area Projects</b>		<b>Votes</b>
1	Significant affordable housing project in the Sub-area	17
2	Study the execution/prioritization of improving the sanitary system in Johnson Village to comply with Buena Vista Sanitation District standards (refer to the Infrastructure Study)	4
3	Bring people and vitality to Johnson Village by zoning land for commercial and recreational uses, facilitate appropriate growth as it relates to the capacity of infrastructure	2
4	Collaborate with the Town of Buena Vista to identify water resources safety risk for Cottonwood Creek	1
5	Identify and convert one or both of the junk yards in Johnson Village to a project for public benefit	1
6	Install proper signage in Johnson Village and SH 24 North that signifies the gateway into the County and wayfinding to the County's assets	

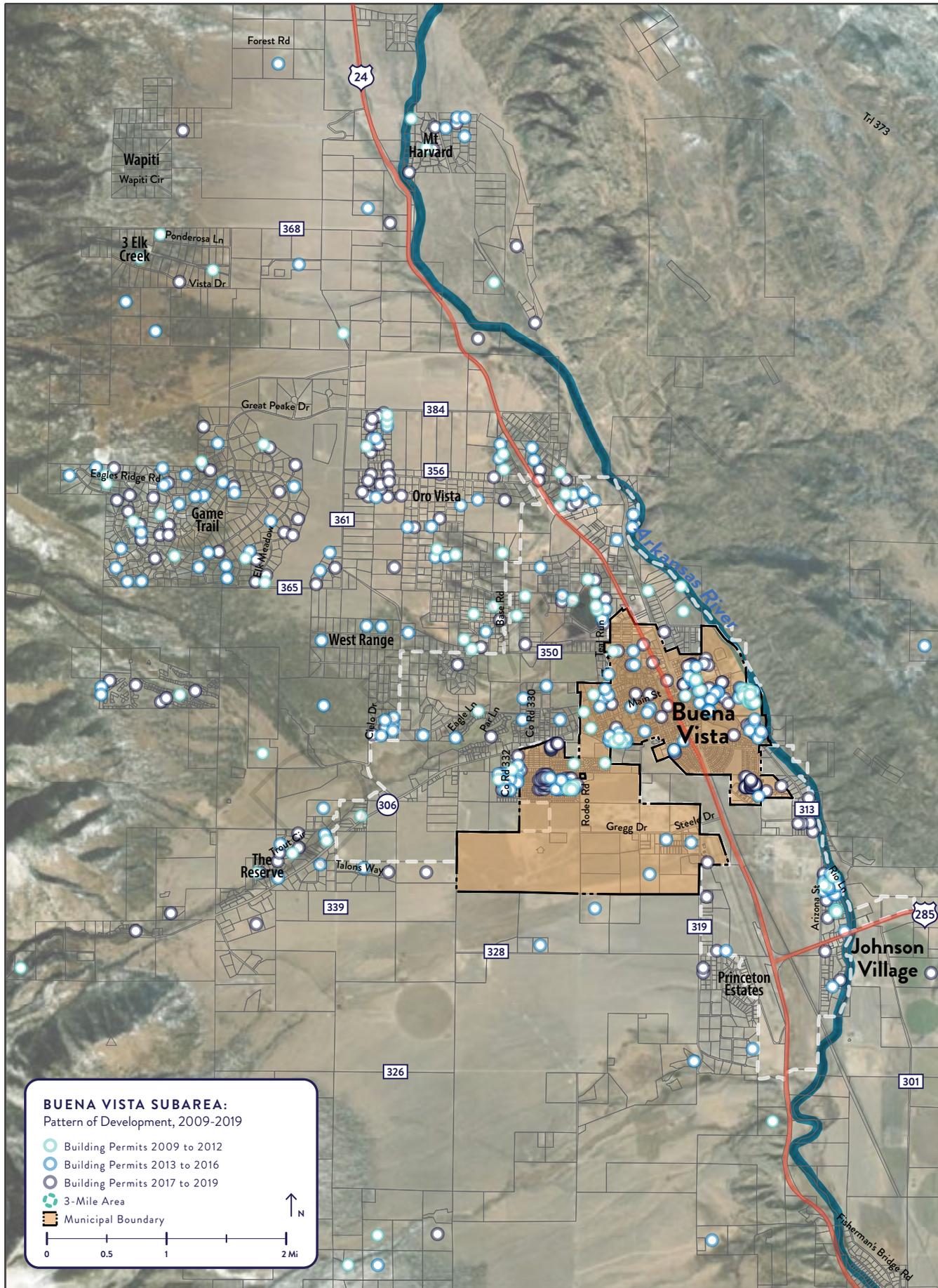
<b>Buena Vista Sub-area Transportation Projects</b>		<b>Votes</b>
<b>Work with CDOT on the following projects in order of prioritization:</b>		
1	Construct a paved bike path at Crossman Avenue	14
2	Improve the intersection at US 24 and DePaul Avenue	5
3	Construct a bike/ped path from Johnson Village to Browns Canyon Monument with safe highway crossing	4
4	(Current project underway) - Collaborate with all project stakeholders to improve the intersection at US 24 and Steele Drive	1
5	Improve pedestrian crossings along Highway 285	
6	Make US 285 through Johnson Village into more of a main street/entryway with pedestrian amenities like sidewalks and highway crossings	
<b>Work with the Town of Buena Vista on the following projects:</b>		
7	Connect the subdivisions outside Buena Vista's boundaries with roads (referring to the Buena Vista Transportation & Three Mile Plan and prioritize connectivity)	3
8	Collaborate with project stakeholders (CDOT, RR, etc.) on the improvement of intersection at US 24 and Steele Drive	1
9	Continue the paved bike trail along Gregg Drive (CR 321) through the County past the municipal boundary	1
10	Construct a road connecting Gregg Drive and CR 306 at CR 361	1

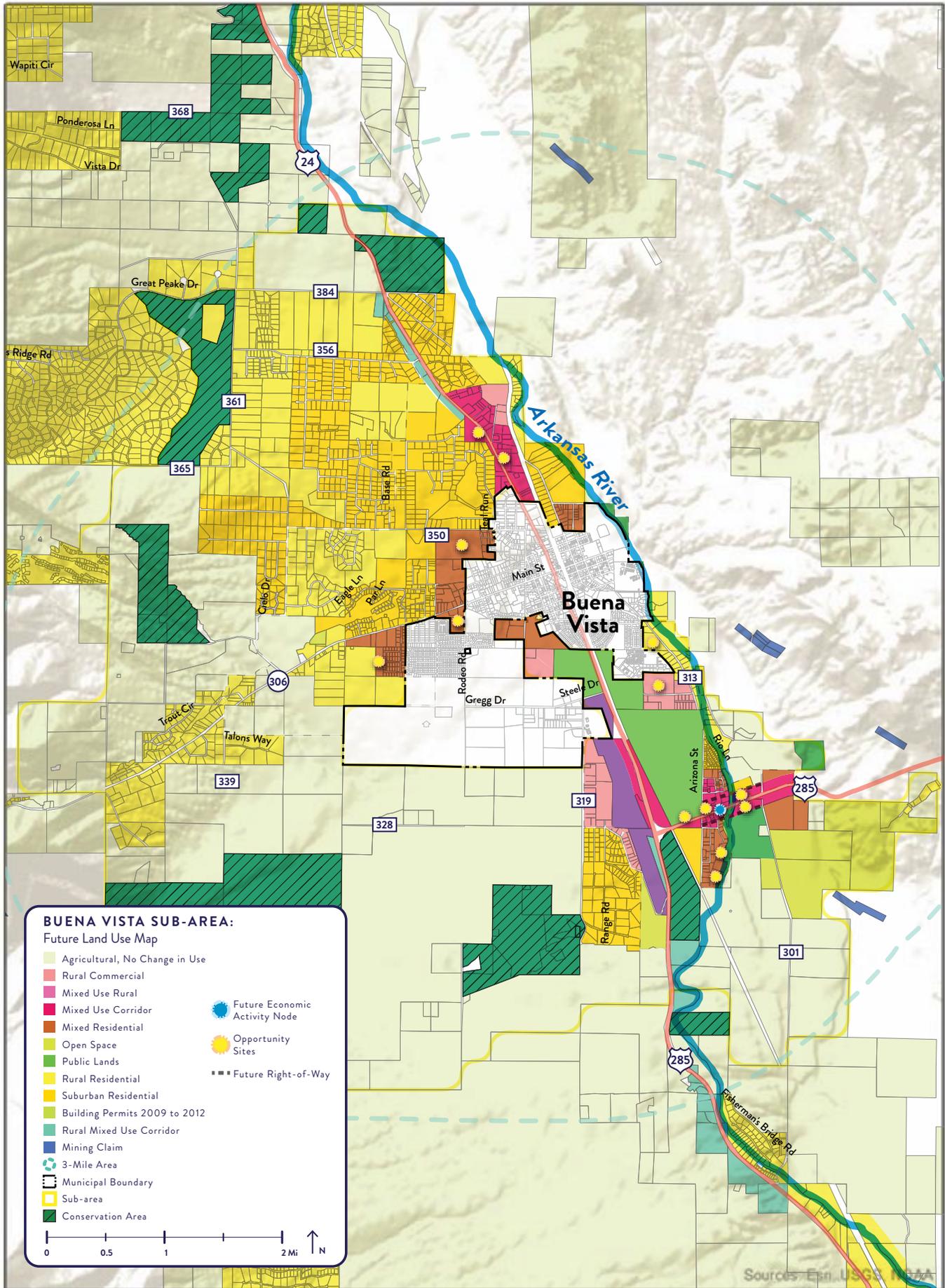
## SUB-AREA SPECIFIC PROJECTS

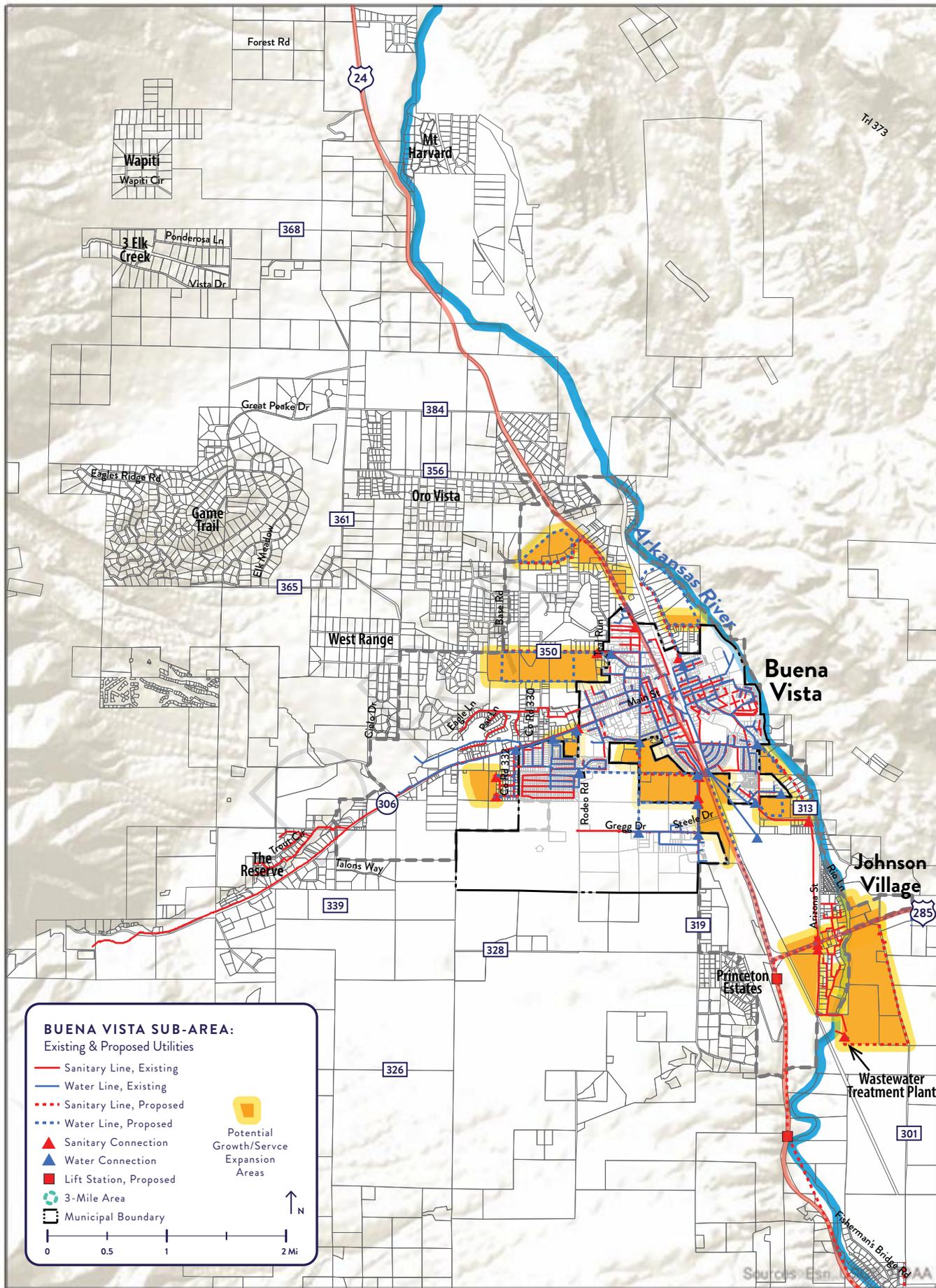
Projects were determined through community input from both public and stakeholders, and from review of existing plans and studies,

including the Buena Vista Three-Mile Plan. Many of these projects implement goals related to enhancing the mobility network, particularly non-vehicle connectivity from County areas to the Town.











**VIII. BUSINESS ITEMS****A. Public Hearing – Transfer of Lodging and Entertainment Liquor License  
Transfer from Adventure Hub to Black Burro Bikes**

**B.** Should the Board of Trustees approve adoption of Resolution No. xx Series 2020, entitled, **“AN RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO** awarding the contract for the airport rehab project.....

**C. Sangre de Cristo Electric Annexation**

*The Board will consider accepting the Annexation Application Petition for Sangre de Cristo Electric Association Headquarters Parcel A.*

**D. Sangre de Cristo Electric Annexation**

*The Board will consider accepting the Annexation Application Petition for Sangre de Cristo Electric Association Headquarters Parcel B.*

**E. Sangre de Cristo Electric Annexation**

*The Board will consider accepting the Annexation Application Petition for Tri-State Buena Vista Substation, and property associated with functioning of Sangre de Cristo Electric Association.*

**F.**

**G.**

**IX. TRUSTEE/STAFF INTERACTION**

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

**X. EXECUTIVE SESSION****XI. ADJOURNMENT**

**This Agenda may be Amended**

Posted at Buena Vista Town Hall, Post Office, and [www.buenvistaco.gov](http://www.buenvistaco.gov) on Friday, June 19, 2020