

THE TOWN OF
PO BOX 2002 • 210 E. MAIN ST.
BUENA VISTA, COLORADO 81211



BUENA VISTA
P: 719.395.8643 • F: 719.395.8644
WEB: WWW.BUENAVISTACO.GOV

**AMENDED AGENDA
FOR THE BOARD OF TRUSTEES
OF THE TOWN OF BUENA VISTA, COLORADO
June 9, 2026**

Work Session at 6:00 PM – Code Enforcement Overview & Discussion
(The Board will not make decisions during the Work Session)

Regular Meeting at 7:00 PM

The Board of Trustees meetings are held at the Community Center and are open to the public.
715 E. Main Street, Buena Vista, Colorado

To attend the meeting virtually or to participate in Public Comment and/or Public Hearings,
you must connect to the video conference.

Conferencing Access Information: <https://us02web.zoom.us/j/81138570285> Password: 070320
Listen via phone at 1-719-359-4580 Meeting ID: 811 3857 0285 Password: 070320

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. (7:00) CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. (7:05) OATH OF OFFICE – Police Officers Tim Sullivan & Stephen Caffrey
- V. AGENDA ADOPTION
The Board approves the agenda at the start of the meeting, including modifications.
- VI. (7:15) 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, 2026
 2. Planning & Zoning Commission Minutes – May 20, 2025
 3. Water Advisory Board Minutes – March 19, 2026
 - B. Police Chief Report
 - C. Planning Director Report
 - D. Public Works Director Report
 - E. Town Clerk Report

This Agenda may be Amended

Posted at Buena Vista Town Hall, Post Office and www.buenavistaco.gov on Friday, June 5, 2026

VII. (7:20) PUBLIC COMMENT

*Citizen participation where the public can sign up prior to the start of the meeting to speak during public comment. Three minutes for matters not on the agenda or for agenda items not scheduled for Public Hearing. Enter your name, address, and subject to be discussed in the Zoom Chat box, or when Mayor Fay asks for Public Comment, click the raise hand button in the webinar control panel, or by phone press *9, and the meeting host will prompt you to unmute when it is your turn to speak. Or you may email the information to 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 respond then or later to remarks made by any citizen. Comments made in the Zoom Chatbox will not be discussed or included in the minutes.*

VIII. BUSINESS ITEMS**A. (7:25) Drought Discussion**

The Board will receive an update on Town's drought conditions, preparedness and response. (Est. 20 mins)

B. (7:45) Short-Term Rental Committee Update

The Board will receive an overview summary of Committee process & meeting focus from the Buena Vista Short-Term Rental Committee. (Est. 15 mins)

C. (8:00) Data Center Moratorium

Should the Board of Trustees adopt Emergency Ordinance No. 2026-13, "IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING AND APPROVAL OF APPLICATIONS FOR DATA CENTERS IN THE TOWN OF BUENA VISTA, COLORADO" (Est. 10 mins)

D. (8:10) Airport HVAC Proposal

Should the Board of Trustees adopt Resolution No. 2026-43, "APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH PATRIOT SONS HVAC FOR AIRPORT HVAC INSTALLATION, PHASE 2; AUTHORIZING A REVISED PROJECT SCOPE AND CONTRACTOR SELECTION ABOVE THE TOWN'S \$25,000 PURCHASING THRESHOLD; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS" (Est. 15 mins)

E. (8:25) Ground Lease - Airport

Should the Board of Trustees adopt Resolution No. 2026-44, "APPROVING A NEW PRE-CONSTRUCTION AIRPORT GROUND LEASE WITH PCS HANGAR LLC FOR D HANGAR UNITS D1 AND D2 AT CENTRAL COLORADO REGIONAL AIRPORT" (Est. 5 mins)

F. (8:30) Chaffee County Fire Protection District Proposed Ballot Question Review and Discussion

Consideration of proposed ballot language for the inclusion of real property located in the Town into the Chaffee County Fire Protection District. (Est. 10 mins)

IX. (8:40) TRUSTEE/STAFF INTERACTION

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

X. (8:45) INFORMATION ONLY

*Letters of Support for Boys & Girls Club of Chaffee County,
Nomination of Stacey Toevs to the Northern Chafee County Library District Board of Trustees*

XI. (8:50) EXECUTIVE SESSION

An executive session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), concerning Tammy Jackson v. Commander Shane Garcia, et al., United States District Court Case No. 1:26-cv-01521-CYC.

XII. (9:10) ADJOURNMENT

This Agenda may be Amended

Posted at Buena Vista Town Hall, Post Office and www.buenavistaco.gov on Friday, June 5, 2026

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BUENA VISTA
P: 719.395.8643 • F: 719.395.8644
WEB: WWW.BUENAVISTACO.GOV

DATE: June 3, 2026
TO: Mayor and Board of Trustees
FROM: Grant Bryans, Code Enforcement Officer
RE: Work Session regarding dogs

MEMO

Background

Taking some time to go over some historical context and background on Code Enforcement, and how we got to where we are today. Going back to 2010 most code complaints were handled by the Buena Vista Police Department, and a single animal control officer at that time. Several attempts were made from then on to address the issues until Grant came on in 2017. When Grant came on, he worked for the planning department and focused primarily on planning issues. This gave Code Enforcement a good taste of what planning deals with and how their role is utilized in municipal government, but did not help alleviate all the strain put on the Police side of Code Enforcement. It was not until 2022 that Code Enforcement came under the Police Department. In doing so, we have been able to:

- Put Code Enforcement under a formalized chain of command
- Gave access to reports; and reports being reviewed by the Police Department at their standards
- Formalized policies used by law enforcement nationwide
- Been able to develop a formalized training program unique to our community
- Add a second Code Enforcement Officer as of 2024

Code Enforcement has always been a unique position that affects many departments and citizens across a broad range of topics and issues. While Code Enforcement works closely with the Police Department and with the issues that come with it, Code Enforcement still has to work with all other departments and understand how the Town's Code affects those departments and Code Enforcement's role in assisting each department. Code Enforcement would also like to take a second and remind the Board that Code Enforcement's goal has always been compliance first, to help people understand the rules, and to help them comply.

Operational Highlights

First off, the staff would like to acknowledge that expanding the position to two (2) full-time positions has been very beneficial. In doing so, Code Enforcement has been able to take on more cases and address more issues while maintaining a weeklong presence. I truly feel this has helped us step up enforcement on dogs off-leash and has also expanded our bandwidth for more projects like the Pearl that require a lot of bandwidth. Using the second position to help springboard new police officers onto the team has already proven to be a real asset to the Police Department. Bringing on someone who

knows and has worked with the team puts them ahead in how they use the radio and gives newer officers the opportunity to learn to enforce Town ordinances in a compliance-driven environment, all while still learning how to write summonses and penalty assessments.

Attached to this memo are some stats and graphs for the first quarter of 2026. These logs show calls where we interacted with people. The discrepancy between the total calls seen in Code Enforcement data and the calls for service is that a call for service is sometimes counted twice when we follow up on a case. Some items of interest:

- 19 parking citations issued
- 15 abandoned vehicle cases addressed
- Oversight of the Town's tow program, including working with local tow companies, and ensuring compliance with Colorado Department of Motor Vehicles (CDMV) is met regarding a tow.

Planning Department Coordination

Code has been actively working with the Planning Department, holding weekly standing meetings on compliance issues mainly related to:

- Temporary vendor compliance
- Property maintenance and nuisance issues
- Signs and fencing compliance
- Working with property owners, business owners, and applicants on voluntary compliance
- Lighting issues
- Noise issues

Together, Planning and Code have identified issues in the Code regarding temporary vendors and addressed them through Planning.

General Operations

Working with the Police Department, Code Enforcement has conducted 20 VIN inspections and accounted for 83 of 645 calls for service, representing 13% of the total Police Department call volume for May 2026. These calls are for: animal complaints, code violations, liquor license drop-offs, illegal dumping, livestock, noise, parking, and wildlife. It is important to recognize that, under the Police Umbrella, Code Enforcement has been afforded more training opportunities and given important tools to assist them in their jobs. Some examples of this include:

- Body Worn Camera
- Radio to dispatch
- Bullet-resistant vest
- Taser, Baton, Pepper Spray

All of these tools have been valuable and have come in handy for Code Enforcement. Most of these tools have been used to assist Code Enforcement when it comes to dogs

More recently (in Q2), two (2) parties have been arrested for failing to appear in court on their dog-off-leash violations. Most of our interactions have been verbal warnings, where we get out and educate people not only about the rules of Buena Vista but also highlight our off-leash areas for owners whose

dogs need to be off-leash. We usually wait for the owner to either load their animal into their vehicle, put a leash on the animal, or we provide one for them before we leave, thereby ensuring that at the end of the contact compliance is met. When we have seen a person we have interacted with before, we do issue a citation. While we feel like we have been generally successful with this approach, we do see where we can step up more enforcement.

Dog Enforcement

With the primary purpose of this discussion being about dogs and the enforcement of 7-125 and 7-130 of the Buena Vista Municipal Code, staff would like to take a second to go over how we handle these calls. When we observe a dog off-leash on patrol, Code Enforcement will approach the dog owner and begin the discussion with: "Did you know we have a leash law?" or "Your dog needs to be on a leash in all parts of the Town." Something like that, and see what happens. Usually, Code Enforcement is informed that the person is either new or visiting and is unaware of the rules. They usually always comply, say thank you, and we all move on. Much of our enforcement is at the River Park, where we educate people as they cross the river that their dog must be on a leash. If the person wishes to argue with Code Enforcement, or if we have already spoken with them, they will be issued either a penalty assessment or a summons for the violation. Much of the compliance comes from a posture of compliance rather than punitive measures from the beginning. We have found that an educational, friendly tone sets a positive tone for the interaction and helps maintain Buena Vista as the friendly community it is.

For a vicious dog, Code Enforcement must be more victim-centric and honor the definition of a vicious dog. The Town's Code defines a vicious dog as "...a dog that unprovokedly attacks or bites a person or another animal on public or private property, or in a threatening manner approaches a person or another animal in an obvious attitude of attack; provided, however, that a dog shall not be deemed a vicious dog solely by reason of having bitten or attacked the following:

- a) A person engaged in an unlawful entry into or upon the dog owner's property where the dog is kept.
- b) A person engaged in the unlawful entry into or upon the dog owner's automobile or other vehicle wherein the dog is confined.
- c) A person engaged in a physical attack upon the dog's owner or some other person.
- d) A person engaged in attempting to stop an altercation between the subject dog and another animal.
- e) A person who willfully provokes, incites, or encourages the subject dog to bite or attack such person or another person or animal.

If the incident meets the definition above, Code Enforcement must then give the victim the option to press charges. If the bite breaks the skin, by State Statute, we must complete a Bite Exposure Form and return it to Chaffey Health for rabies monitoring, and we must also place the dog in a 10-day quarantine. Buena Vista Municipal Code 7-128(a) states the dog shall be "...closely confined by the owner..." 7-128 (c) goes on to state that if the owner allows the dog to be taken off the property during this time without written permission from the Chief of Police shall be another charge, and the immediate impound of the animal or have the animal destroyed. If charges are sought, we must complete a summons and a police report for the courts.

Impounding has proven to be a little more difficult than outlined in the Municipal Code. Due to the small size of our partners at Ark-Valley, Code Enforcement has made it a priority to return dogs at large

(not meeting the definition of vicious dog and in the process as described above) to their owners whenever possible. Ark-Valley has provided Code Enforcement with a chip scanner to help determine ownership. If Code Enforcement is unable to make contact within a reasonable time frame, due to call volume, or if Code Enforcement cannot find an owner, the animal can be impounded with Ark-Valley. Once the dog is impounded, it goes through the process to identify the owner and return or adopt out the animal (we need to review our code and update it accordingly). Because the State of Colorado views dogs at large as property, when the Town seizes a dog for a vicious charge, there are hurdles that must be cleared for the dog to remain impounded as evidence. The Town's Code only addresses impounding an animal under 7-125, not so much when a dog crosses into vicious, especially the time frame from when the incident occurs to when court is held. Recently, in December 2025, Buena Vista Police Department (BVPD) took the case out of Code Enforcement's hands so BVPD could impound the dogs under the Colorado Revised Statutes and took the matter to the Chaffee County Courts. In doing so, we were able to write and execute a warrant to seize the animals until the courts ran their course. As a result, Ark-Valley has been on the hook for ensuring the welfare of these animals since December. The matter is still being litigated as of 5/28/2026. Under Colorado law, the offender will be liable for this once the matter is settled, but for 6 months, our partners have had to pay for food, water, and surgery (to fix) the two dogs in this matter. As you can see, simply seizing an animal for any reason can be and is complicated.

Conclusion

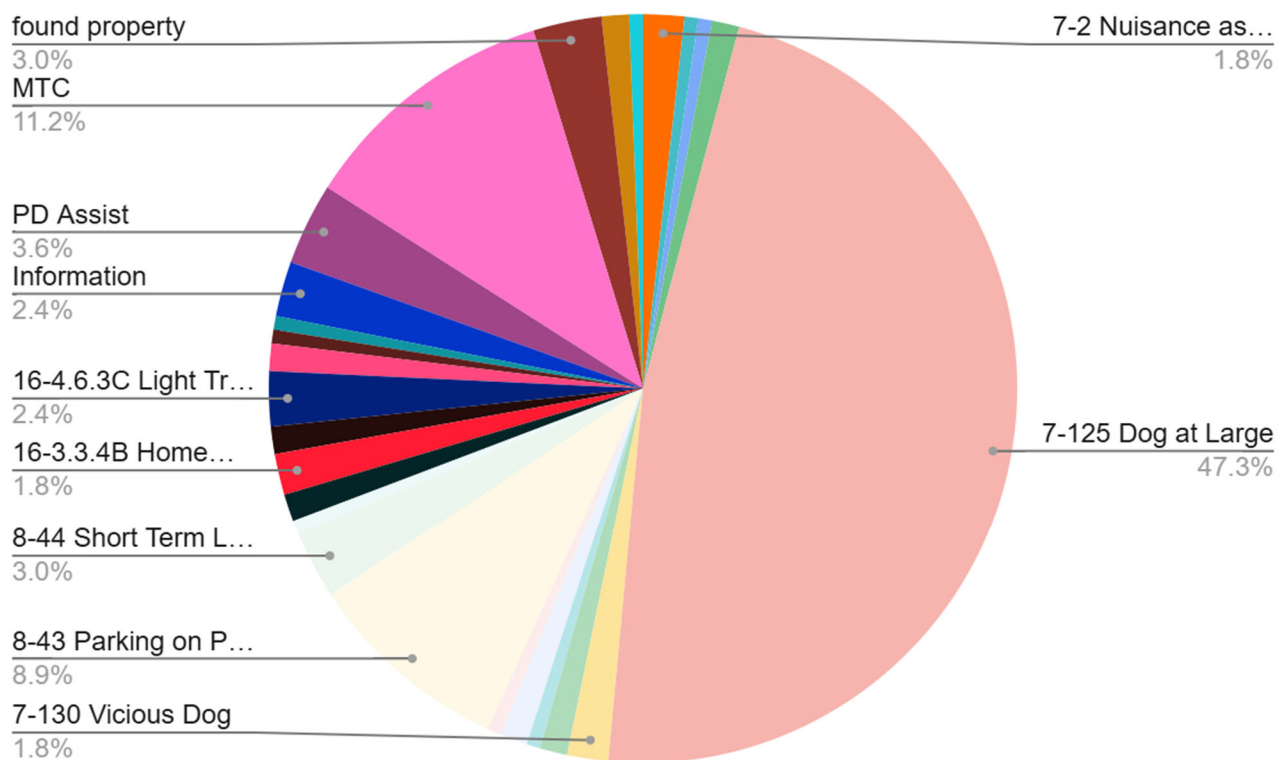
Staff hopes this has helped highlight not only how Code Enforcement has been doing so far in 2026, but also how dogs relate to this. We are open to any questions regarding this or related to Code Enforcement, and we look forward to a robust conversation.

2026 First Quarter Code Enforcement Case Logs

6-21 Business License required	0
6-123 STR License required	0
6-127 Listing requirement	0
STR Investigation	0
7-2 Nuisance as Defined	3
7-11 Littering	1
7-15 unlawful use of dumpster	1
7-14 Snow and Ice	0
7-56 Commercial user waste/recyclable disposal	0
7-57 Feeding of Wildlife Prohibited	2
7-73 owner's duty to cut (weeds and brush)	0
7-92 Cruelty Designated	0
7-93 Farm Animal Permit Required	0
7-125 Dog at Large	80
7-130 Vicious Dog	3

7-136 Noise Dog	2
7-163 Excessive Noise Prohibited	0
7-201 Camping on private	1
7-202 Camping on Public	2
8-42 Parking on Private	1
8-43 Parking on Public	15
8-44 Short Term Long Term Parking and Storage of RV and Utility Trailers	5
8-126 Sale of Vehicle on Public	0
8-167 Floodplain Permit required	1
11-118 Encroachment	0
16-2.8.3.c.1 Height Exemptions	2
16-3.1 Allowed Uses	0
16-3.3 Accessory Structure	0
16-3.3.4B Home Occupation	3
16-3.4.C Temporary Vendor	2
16-4.4I Fencing Standards	0
16.4.4.6.B.2.a Screening	0
16-4.6.3C Light Trespass	4
16-4.7 Signs	0
16-6.5.1.B Site Plan Review	2
18-21 Building Code Violation	1
18-167 Flood Plain Violation	0
DIA Violation	1
Information	4
PD Assist	6
MTC	19
found property	5
agency assist	2
tow	1
Total	169

2026 First Quarter Code Enforcement Case Breakout



Glossary of Terms

- Call for Service: This is what dispatch gives us; this does not always result in a case report, but it is where we are sent. This term is also referred to as calls in this report. This too could be officer-initiated.
- Case Reports: These are calls that resulted in either some enforcement action or information that is deemed important to keep account of. Each has a unique number to identify the case; e.g., 26-0001 would be the first Case Report of 2026.
- Penalty Assessments: Think of these as speeding tickets; they do not necessarily result in a case number, but are an enforcement action on the incident and are tracked by citation number.



Code Enforcement

Work Session, June 2026



Rated: PG13

Buena Vista Code Enforcement Background

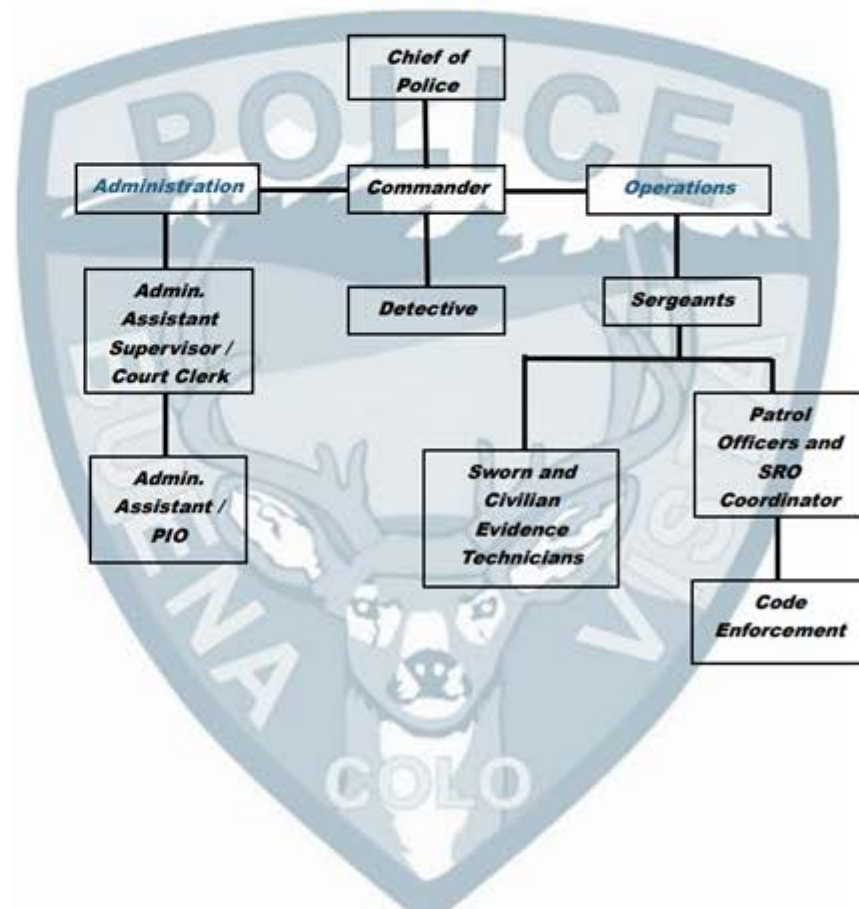
- ▶ 2010: Most code complaints handled via police officers and an animal control officer.
- ▶ 2017: Full time code enforcement is hired but works out of town hall and under town administrator.
- ▶ July 2022: Code enforcement comes under the BVPD.
- ▶ Added second code enforcement officer 2024.



Changes and Benefits with Code Enforcement Being Under Supervision of PD...

- ▶ More formalized chain of command.
- ▶ Reports going through supervisor review.
- ▶ Formalized policies (via Lexipol) used by law enforcement nationwide and vetted via CACP best practices, state, and federal laws.
- ▶ Formalized training program.

BVPD Organizational Chart



Policies

Policy
805

Animal Control

805.1 PURPOSE AND SCOPE

Best Practice

1. The purpose of this policy is to establish guidelines for interacting with animals and responding to calls for service that involve animals.

805.2 POLICY

Best Practice

It is the policy of the Buena Vista Police Department to be responsive to the needs of the community regarding animal-related issues. This includes enforcing local, state and federal laws relating to animals and appropriately resolving or referring animal-related problems, as outlined in this policy.

805.3 CODE ENFORCEMENT RESPONSIBILITIES

State

Animal control services are generally the primary responsibility of Code Enforcement and include:

- a. Animal-related matters during periods when Code Enforcement is available.
- b. Ongoing or persistent animal nuisance complaints. Such complaints may be scheduled, if reasonable, for handling during periods that Code Enforcement is available for investigation and resolution.
- c. Follow-up on animal-related calls, such as locating owners of injured animals.
- d. Tasks identified in the Colorado Animal Protection Act (CRS § 35-42-101 et seq.).

805.4 MEMBER RESPONSIBILITIES

Best Practice

Members who respond to or assist with animal-related calls for service should evaluate the situation to determine appropriate actions to control the situation.

Due to the hazards of handling animals without proper training and equipment, responding members generally should not attempt to capture and pick up any animal, but should keep the animal under observation until the arrival of appropriate assistance.

Members may consider acting before the arrival of such assistance when:

- a. There is a threat to public safety.
- b. An animal has bitten someone. Members should take measures to confine the animal and prevent further injury.
- c. An animal is creating a traffic hazard.
- d. An animal is seriously injured.

Formalized Training

Trainee Information



Trainee ID# 4774
 Trainee Middle Name
 FTP Start Date 12/11/2025

Trainee First Name Anitta
 Trainee Last Name Wroten
 Class Anitta Wroten

Select Daily Observation Report Type: Select Phase: Chart View:

Rating Categories	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	Average Rating	Average Rating (All Phases)	Remedial Training Time																					
Area of Training																																														
1. Motor Vehicle Operation	N.O.	N.O.	3	3	3	N.O.	3	N.O.	N.O.	3	3	2	3	3	3	3								2.91	2.98	0.00																				
2. Orientation / Jurisdictional Geography	4	4	2	3	3	3	3	N.O.	N.O.	3	2	2	3	3	3	3								2.93	2.81	0.00																				
3. Written Communication / Report Processing	3	2	1	4	3	4	4	N.O.	N.O.	2	N.O.	N.O.	2	2	2	3								2.67	2.74	0.00																				
4. Field Performance: Cognitive Abilities	4	4	4	4	3	3	3	N.O.	N.O.	N.O.	N.O.	2	2	2	2	2								2.92	2.86	0.00																				
5. Patrol / Investigative :Tactical - Procedural	3	4	4	4	3	4	1	N.O.	N.O.	2	N.O.	2	2	2	2	2								2.69	2.79	0.00																				
6. Telecommunications / Information Systems	4	4	4	4	4	4	3	N.O.	N.O.	1	3	3	3	3	2	1								3.07	2.91	0.00																				
7. Criminal Statutes / Ordinances	3	3	3	3	3	4	3	N.O.	N.O.	2	3	2	2	N.O.	2	2								2.69	2.74	0.00																				
8. Department Policy and Procedure	3	1	3	4	3	3	4	N.O.	N.O.	1	3	2	2	2	2	2								2.50	2.82	0.00																				
9. Traffic Enforcement / Accident Investigation	N.O.	N.O.	N.O.	N.O.	N.O.	3	3	N.O.	N.O.	N.O.	N.O.	N.O.	N.O.	N.O.	N.O.	N.O.								3.00	2.67	0.00																				
10. Interpersonal Relationships	5	5	5	5	5	5	5	N.O.	N.O.	3	3	3	3	3	3	3								4.00	3.75	0.00																				

Managing and Tracking Data and Reports

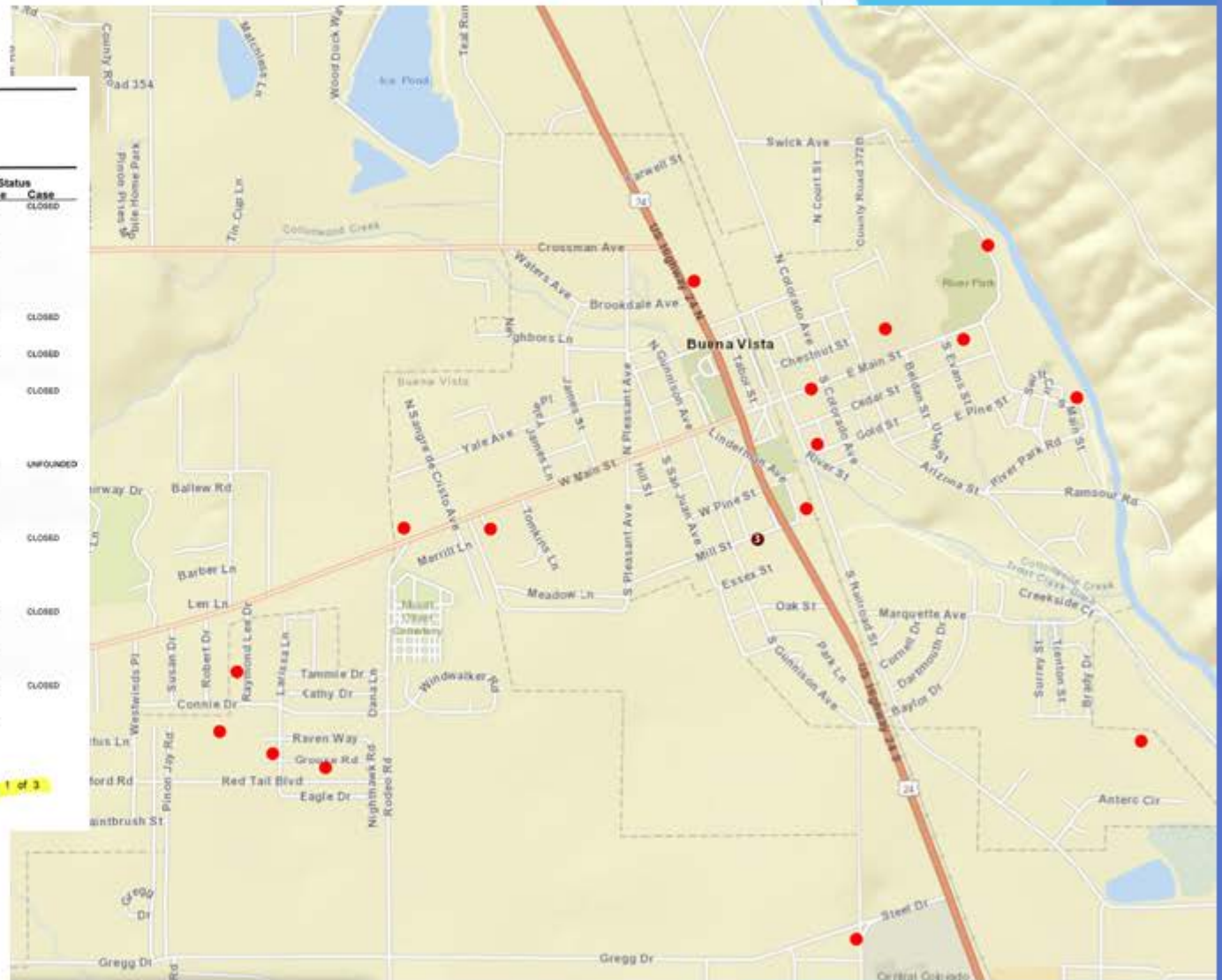
Incidents Report - BUENA VISTA POLICE DEPARTMENT

Sorted by Incident_Number, Supp_ID, Agency, Report_Date
 Report_Date : 01/01/2025 00:00 - 12/31/2025 23:59
 Statute_Code : 7-125

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Status	Offense	Case
25-02203 POMREY, F	01/14/2025 07:11	DOG AT LARGE AND VICIOUS DOG	400 BARNWOOD DRIVE BUENA VISTA, CO 81211	TOWN OF BUENA VISTA	[REDACTED]	VICIOUS DOGS PROHIBITED	ACTIVE		CLOSED
						DOG AT LARGE	ACTIVE		
25-03460 BRYANE, G	09/11/2025 10:29	DOGS AT LARGE	100 GREGG DRIVE BUENA VISTA, CO 81211	BUENA VISTA, TOWN OF	[REDACTED]	DOG AT LARGE	ACTIVE		CLOSED
25-04480 WROTEN, A	01/09/2025 13:37	DOG IMPOUNDED WITH ARK VALLEY	527 N HWY 24 BUENA VISTA, CO 81211	BUENA VISTA, TOWN OF	[REDACTED]	DOG AT LARGE	ACTIVE		CLOSED
25-00100 WROTEN, A	02/01/2025 14:30	DOG RUNNING AROUND ON W MAIN ST	1036 WEST MAIN STREET BUENA VISTA, CO 81211	BUENA VISTA, TOWN OF	[REDACTED]	DOG AT LARGE	ACTIVE		CLOSED
25-00020 WROTEN, A	02/07/2025 10:34	LOST DOG FOUND AT 100 SHADY LANE	100 SHADY LANE BUENA VISTA, CO 81211	BUENA VISTA, TOWN OF	[REDACTED]	DOG AT LARGE	ACTIVE		UNFOUNDED
				UNKNOWN, UNKNOWN					
25-42200 BRYANE, G	04/09/2025 08:58	129 MILL DOGS AT LARGE	129 MILL STREET BUENA VISTA, CO 81211	BUENA VISTA, TOWN OF	[REDACTED]	DOG AT LARGE	ACTIVE		CLOSED
25-03200 BRYANE, G	04/09/2025 08:52	DOGS LOOSE AT MONTESSORO SCHOOL	329 PONDEROSA PLACE # 5 BUENA VISTA, CO 81211	BUENA VISTA, TOWN OF	[REDACTED]	DOG AT LARGE	ACTIVE		CLOSED
						DOG AT LARGE	ACTIVE		
25-01020 BRYANE, G	04/17/2025 08:39	MILL STREET DOG BITE	129 1/2 MILL STREET BUENA VISTA, CO 81211	[REDACTED]	[REDACTED]	VICIOUS DOGS PROHIBITED	ACTIVE		CLOSED
						DOG AT LARGE	ACTIVE		

05/27/2026 10:02

1 of 3



Tools, Training, and Equipment



Code enforcement officers are also equipped with body cameras, which are critical to documenting cases, interactions, and collecting important evidence. They also have the translate feature allowing our code enforcement officers to interact with non-English speaking persons.



Utilizing Code Enforcement



- Traffic control
- Incident command
- VIN inspections
- Found property
- Tows and impounds



Considerations

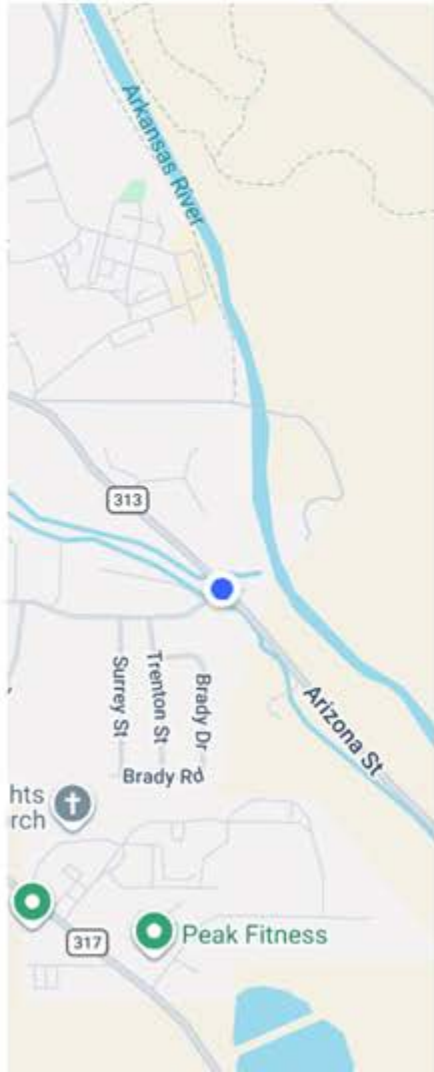
- ▶ Code enforcement also handles numerous issues that better fall under the direction of the Planning Department.
- ▶ Code enforcement meets with planning weekly on issues related to building code violations, business license issues, etc.



Photo: Chaffee County Times

Enforcement Considerations

Consistency and the Law Enforcement Integrity Act (SB20-217)



INCIDENT NUMBER
1779815942-1

General Information

REPORT TYPE
Officer Pro-active

OFFICER NAME
Dean Morgan

OFFICER ID
1

DATE AND TIME
05/23/2026 - 15:47

LOCATION
Marquette Avenue & Arizona, Buena Vista, CO, USA

Duration

DURATION IN MINUTES
8

[Scan QR Code](#)

[See Full Report](#)

[Amend Report](#)

Citizens Information

CITIZEN 1
White; Non-Hispanic; Female; 45 - Traffic Stop;
Warning; Traffic: Speed.

History

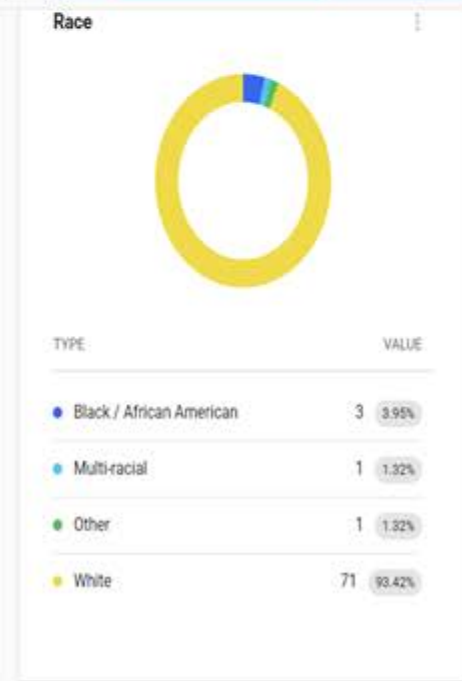
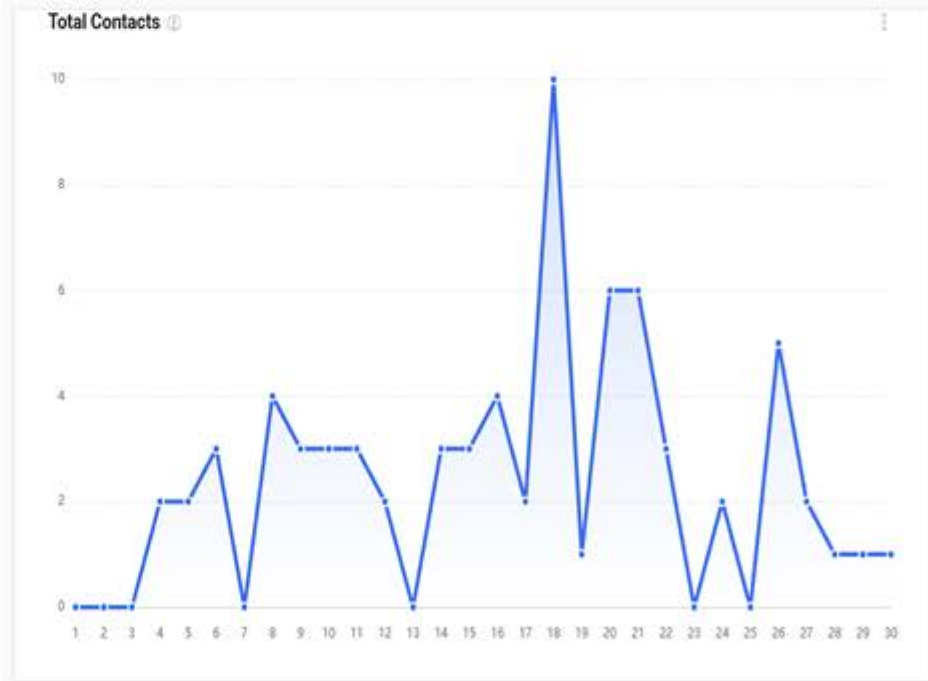
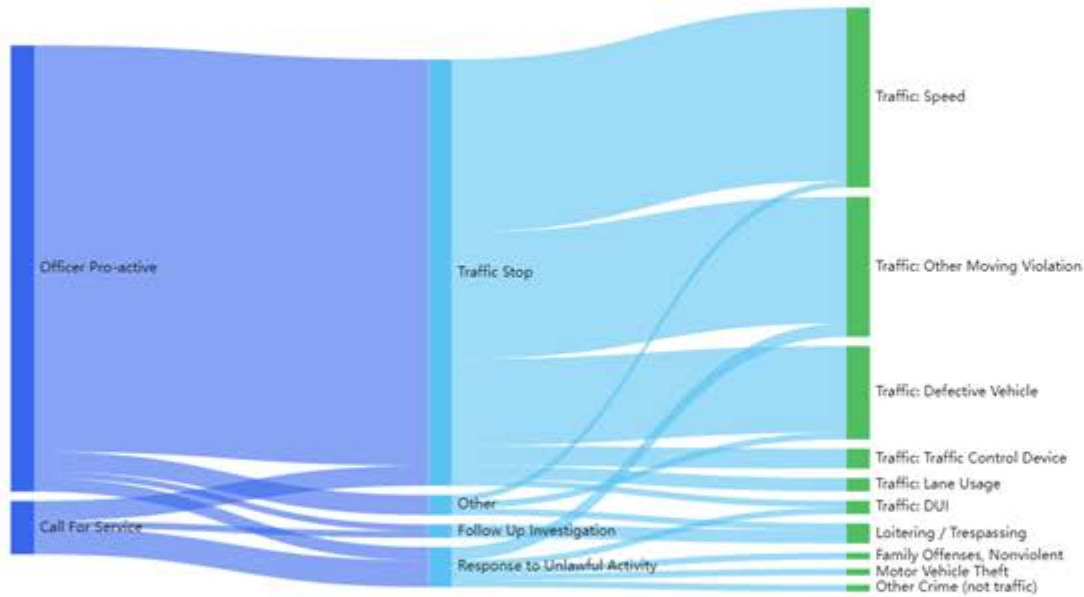
- 05/26/2026 - 11:20
Dean Morgan
Original version



Analytics

The value of capturing data and transparency

Initiation | Reason for Contact | Suspected Offense



Sample analytics for BVPD contacts generated for month of April 2026 via *CitizenContact App*

Why it is Important to Code Enforcement...

- ▶ From the BVPD Mission Statement...we are to conduct our duties by “...being fair, firm, and impartial...”
- ▶ From the Pledge of Allegiance we just said... “With liberty and justice for all.”
- ▶ Foundational to American government and the Constitution we’re sworn to uphold.
- ▶ Liability.
- ▶ Critical for the protection of rights.
- ▶ Transparency.

BUENA VISTA POLICE DEPARTMENT

Offense / Incident Report

GENERAL OFFENSE INFORMATION

Report Type: Initial Report

Agency	BUENA VISTA POLICE DEPARTMENT	Location	[REDACTED]
Case #	26-0013		BUENA VISTA COLORADO 81211
File #			
Description	VPO		
Incident Status	UNFOUNDED	From Date/Time	01/14/2026 19:00
		To Date/Time	01/17/2026 18:49
		Report Date	01/17/2026 18:49
		Initial Rep. Date	01/17/2026 18:49
Reporting Officer	MCDONALD, L.		

OFFENSE(S)

Offense	VIOLATION OF A PROTECTION ORDER (M1)		
Statute	18-6-803.5		
Attempt Status	ATTEMPTED		
Offense Status	UNFOUNDED		
Location	OTHER/UNK		
Computer	N	Alcohol	N
Weapons		Drug	N
Criminal Activity			
Bias Type			
Bias Motivation			

COMPLAINANT

Name	[REDACTED]				
Address	[REDACTED]	COLORADO SPRINGS CO 80903-3725	Phone	[REDACTED]	
Race	W	Ethnic	U	Sex	F
DOB	[REDACTED]	Weight	126	Hair	BRO
Height	501"	DL & St.	*****	Eyes	BRO
S.S.N.	***-**-****	JRN#			

VICTIM(S)

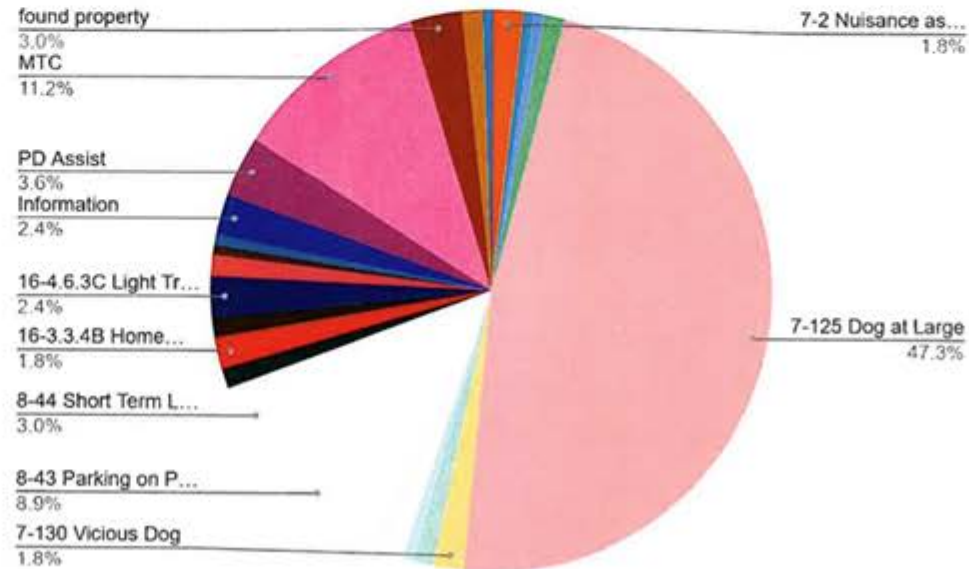
Name	[REDACTED]				
Address	[REDACTED]	COLORADO SPRINGS, CO 80903-3725	Phone	[REDACTED]	
Race	W	Ethnic	U	Sex	F
DOB	[REDACTED]	Weight	126	Hair	BRO
Height	501"	DL & St.	*****	Eyes	BRO
S.S.N.	***-**-****	JRN#			

Calls for Service Data--Q1, 2026

see Ofcr. Bryans' Memorandum

6-21 Business License required	0
6-123 STR License required	0
6-127 Listing requirement	0
STR Investigation	0
7-2 Nuisance as Defined	3
7-11 Littering	1
7-15 unlawful use of dumpster	1
7-14 Snow and Ice	0
7-56 Commercial user waste/recyclable disposal	0
7-57 Feeding of Wildlife Prohibited	2
7-73 owner's duty to cut (weeds and brush)	0
7-92 Cruelty Designated	0
7-93 Farm Animal Permit Required	0
7-125 Dog at Large	80
7-130 Vicious Dog	3
7-136 Noise Dog	2
7-163 Excessive Noise Prohibited	0
7-201 Camping on private	1
7-202 Camping on Public	2
8-42 Parking on Private	1
8-43 Parking on Public	15
8-44 Short Term Long Term Parking and Storage of RV and Utility Trailers	5
8-126 Sale of Vehicle on Public	0
8-167 Floodplain Permit required	1
11-118 Encroachment	0
16-2.8.3.c.1 Height Exemptions	2
16-3.1 Allowed Uses	0
16-3.3 Accessory Structure	0
16-3.3.4B Home Occupation	3
16-3.4.C Temporary Vendor	2
16-4.4I Fencing Standards	0
16.4.4.6.B.2.a Screening	0
16-4.6.3C Light Trespass	4
16-4.7 Signs	0
16-6.5.1.B Site Plan Review	2

18-21 Building Code Violation	1
18-167 Flood Plain Violation	0
DIA Violation	1
Information	4
PD Assist	6
MTC	19
found property	5
agency assist	2
tow	1
Total	169



A black and white dog, possibly a pit bull mix, is sitting on a gravel surface. The dog has its mouth open, showing its teeth, and appears to be smiling. It is wearing a purple collar. The background is a light-colored gravel.

Dog Issues

We Don't Like Vicious Dogs Either





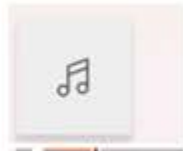
How Our Contacts Often Start Out...



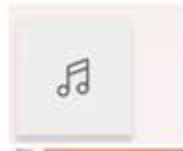
How Our Contacts Often Start Out (continued)...



Unfortunately, How Our Contacts Often End Up... (language warning)



ANGRY_DONL_INTERACTION.M4



ANGRY_DONL_INTERACTION.M4





Legal Considerations

- ▶ Jurisdiction
- ▶ Verbiage of the municipal code
- ▶ Fines vs. summons
- ▶ Pros and cons of increasing fines (consider *Ark Valley Humane Society* letter)
- ▶ Municipal court vs. county court
- ▶ State law...Dangerous dog (18-9-204.5 C.R.S.)
- ▶ Impounding
- ▶ Difference between calls for service, case reports, and citations

Enforcement Strategies Moving Forward

- ▶ Asking BoT to consider increasing “Dog Off-Leash” fine from \$25 or...
- ▶ Step increase (i.e., \$25 first offense, \$50 second offense, etc.). This is already in BVMC.
- ▶ I want officers treating Vicious Dog violations with a summons to municipal or county court.
- ▶ **Chief’s Directives:** If you see a person exit a vehicle with a dog and the dog is not leashed, I am okay by addressing this with a polite, educational warning about the leash laws.
- ▶ If you see a person walking with a leash in their hand but the dog is not on a leash...I am ok with a citation or an educational warning as long as they are compliant with the officer’s direction to put the dog on a leash.
- ▶ If a person is walking a dog and they do not even have a leash. We’d need a compelling reason as to why a citation was not issued. Code enforcement has a lot of leashes and can give these to people who don’t have a leash with them. But walking your dog without even a leash in your possession is a blatant violation and asking for trouble, so a citation will typically be appropriate.
- ▶ Dogs that are running at large as a stray...these need to be impounded (per BVMC 7-127) and leave a citation at Ark Valley. They will call us if the owner shows up to claim the dog, and we can issue the citation at that time. A supervisor will need a compelling reason why you did not issue a citation to an owner whose dogs were at large in our community.
- ▶ Any dog that is at large and harasses people, wildlife, or other animals...we’d need a compelling reason why the owner was not cited. In an instance where a dog was properly leashed and escaped despite the owner’s best efforts (like maybe they slipped the collar)...I think we still need to seriously consider a citation, and if they want to offer the circumstance up as a defense, they have a court date where they can do that.
- ▶ If someone calls in a complaint on a dog at large...ensure the elements of the ordinance are met, ensure the complainant wants to sign a complaint (get a BWC statement, and I usually have them sign the summons as a complainant)...then we’d need a very compelling reason a summons was not issued in a circumstance like this.
- ▶ The same applies to dog bites...if a dog bites a person or other animal...as long as the elements of the ordinance are met and the person wants to sign a complaint...then a citation should be issued. Be sure to fill out the animal bite form for Chaffee County Public Health and get them a copy.

Thank You for Your Time!

--Questions





May 29, 2026

To the Town of Buena Vista Board of Trustees,

Regarding the Impact of Animal Ordinance Enforcement on Ark-Valley Humane Society

On behalf of Ark-Valley Humane Society (AVHS), I first want to thank the Town of Buena Vista, the Buena Vista Police Department, and our Chaffee County law enforcement partners for the continued partnership and support they provide our organization and the animals within our community. We deeply value the thoughtful effort that goes into balancing public safety, animal welfare, and community needs in often complex situations.

In particular, I would like to acknowledge Code Enforcement Officer Grant Bryans for the professionalism, compassion, and dedication he brings to his work. Over the years, Officer Bryans has consistently demonstrated a thoughtful, balanced, solution-oriented approach to animal-related cases. It is clear he cares deeply about both public safety and animal welfare, and his efforts and partnership are deeply appreciated by our team.

As conversations continue around dogs at-large, leash law enforcement, and dangerous dog concerns within Chaffee County, please understand that the outcomes of enforcement decisions have very real impacts on our shelter, our staff, and ultimately the animals in our care.

First and foremost, AVHS supports responsible enforcement of ordinances that protect both people and animals in our county. We recognize the very real impacts that dogs at-large can have on community members, pets, livestock, wildlife, and public safety. We also empathize with residents who have experienced fear, injury, or distress as a result of these incidents. As an organization and staff team, we have also personally experienced off-leash dogs approaching our own pets and shelter animals while out in the community. In some cases, opportunities to provide shelter dogs with enrichment and decompression outside of the kennel environment have instead become stressful or unsafe due to uncontrolled dogs at-large. We share the community's desire for safer public spaces and fewer preventable incidents and believe that responsible pet ownership, including proper containment, supervision, training, and compliance with local laws, is essential to maintaining a safe community for both people and animals.

At the same time, it is important to recognize that enforcement actions often have direct consequences for shelter operations. Every dog that enters our shelter requires housing, daily care, staffing resources, medical oversight, and kennel space. As an open-admission shelter contracted to accept animals brought in through local law enforcement, AVHS serves a critical role in supporting enforcement efforts throughout Chaffee County.

However, our capacity is not unlimited. AVHS currently operates with 13 kennels in our healthy dog housing area, and those kennels are fully utilized on a consistent basis. Over the past several years, stray dog intake has increased while reclaim rates have declined. In 2023, AVHS received 177 stray dogs. That number increased to 218 in 2024 and again to 222 in 2025. At the same time, the percentage of stray dogs reclaimed by their owners declined from 91% in 2023 to 78% in 2024 and 77% in 2025.

Additionally, over the last nine months, AVHS has seen an increase in dogs being impounded related to court hold proceedings. Dogs impounded for these reasons may remain in shelter care for more extended periods of time, sometimes many months, while legal processes are resolved. Recently, more than half of our healthy dog kennels were occupied by dogs on court-ordered holds related to dangerous dog or dogs-at-large cases. When kennel space is occupied for extended periods, our ability to assist other animals and community members becomes increasingly limited.

When kennel space becomes unavailable, the impacts extend beyond shelter operations. Our ability to accept owner-surrendered pets and assist animals in crisis becomes increasingly constrained. In practical terms, increased impoundment can reduce our ability to serve other animals and community members in need. Reductions in this area of shelter operations can have unintended downstream consequences, including potentially contributing to more animals being abandoned or found at-large when safe and accessible surrender pathways are not available.

AVHS also encourages consideration of the potential impacts that significantly increased fines or fees may have on pet owners experiencing financial hardship. For many families, a dog running at-large is the result of an isolated incident rather than intentional neglect or disregard for local ordinances. When citation costs, court-related expenses, and shelter impound and reclaim fees accumulate, some pet owners may face financial barriers to bringing their animals home.

In these situations, the unintended consequence may be that dogs who are otherwise loved, cared for, and wanted by their families are relinquished to the shelter simply because their owners cannot afford the total cost required to reclaim them. Such outcomes can be traumatic for both the animal and the family involved while also increasing demands on an already limited shelter system. As these discussions move forward, we encourage consideration of approaches that promote accountability while still allowing pathways for pet owners to reunite with and responsibly care for their animals.

AVHS also believes it is important to recognize that not every dog-at-large case is the same. Some incidents involve repeat offenders, chronic containment issues, or legitimate public safety concerns that warrant stronger enforcement. Others involve otherwise responsible pet owners whose dogs have accidentally escaped despite reasonable efforts to prevent it. For this reason, we believe graduated enforcement and reasonable officer discretion remain important tools that allow enforcement efforts to be tailored to the circumstances of each case while still promoting accountability and public safety.

At the same time, we believe there are additional opportunities to reduce dogs-at-large incidents before enforcement or impoundment become necessary. AVHS already provides several preventative resources to the community, including low-cost microchipping and identification tags, behavioral support and training guidance, spay and neuter assistance that can help to prevent roaming behaviors, and individualized support for pet owners experiencing challenges with containment. These resources are intended to address many of the root causes that contribute to dogs running at-large. However, we believe these programs remain underutilized and that increased community awareness and participation could help to reduce preventable incidents.

The County may also wish to consider additional preventative measures, such as mandatory dog licensing and microchipping requirements. Both tools can improve owner accountability, increase return-to-owner rates, and reduce the amount of time dogs spend in shelter care when they do become lost or found at-large.

Ultimately, AVHS believes the most effective long-term approach is one that balances enforcement with preventative resources, education, and owner accountability for their responsibilities. Enforcement remains an important tool, particularly in situations involving public safety concerns or repeat violations. However, lasting progress also requires addressing the factors that contribute to dogs running at-large in the first place.

Finally, if the community's goal is substantially stronger enforcement and increased use of impoundment as a primary response to dogs running at-large, it is important to recognize that the shelter system must be part of that conversation. Increased enforcement generally results in more dogs being impounded, longer lengths of stay, increased staffing demands, higher veterinary costs, and greater need for kennel space. These impacts carry real operational and financial consequences. If policy changes are expected to increase shelter intake, the community should also consider what additional funding, staffing, and infrastructure may be necessary to support that approach in a sustainable manner.

Ultimately, public safety and animal welfare are not competing priorities. Both are best served when enforcement, education, prevention, and community resources work together. AVHS remains committed to supporting law enforcement, assisting community members, and providing compassionate care for animals in need. We appreciate the thoughtful approach our local partners have taken to avoid unnecessary shelter intake whenever safely possible, and we look forward to continuing these important conversations collaboratively and constructively.

Thank you for your time, your consideration, and your continued partnership and support of Ark-Valley Humane Society and the important work being done throughout our community.

Sincerely,



Nikki Ritter
Executive Director
Ark-Valley Humane Society



**MINUTES OF THE BUENA VISTA BOARD OF TRUSTEES
REGULAR MEETING
Tuesday, May 26, 2026**

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 at 6:00 PM - On site tour of the Water Treatment Plant and Airport Land

Mayor Fay; Trustees Huyck, Rice, and Swisher; and Town Administrator Brian Berger toured the Town's Water Treatment Plant and Central Colorado Regional Airport and received facility updates from Water Supervisor Joe Pedrie and Airport Manager Chandra Swanson.

An in-person/virtual regular meeting of the Board of Trustees was called to order by Mayor Libby Fay at 7:06 PM, Tuesday, May 26, 2026, at the Buena Vista Community Center, Pinon Room, 715 E. Main Street, Buena Vista, Colorado, having been previously noticed in accordance with the Colorado Open Meetings Law.

ROLL CALL

Attendee Name	Title	Status
Libby Fay	Mayor	Present
Maggie Huyck	Trustee	Present
Andrew Rice	Trustee	Present
Micha Rosenoer	Trustee	Absent
Devin Rowe	Trustee	Present
Chris Sturm	Trustee	Present via Zoom
Cindie Swisher	Trustee	Present

Town Staff Present:

Town Administrator Brian Berger
Town Treasurer Phillip Puckett
Senior Policy Advisor & Project Advocate Joel Benson
Planner I Carly Croft
Town Clerk Ed Barkowski

Town Attorney Jeff Parker via Zoom
Public Works Director Shawn Williams
Planning Director Marika Kopp
Airport Manager Chandra Swanson

PLEDGE OF ALLEGIANCE

Mayor Fay led the pledge of allegiance.

PROCLAMATION – Mayor Fay read a proclamation honoring Joel Benson’s many years of municipal service to the Town of Buena Vista.

AGENDA ADOPTION

**MOTION NO. 01:
MOVE TO APPROVE THE AGENDA.**

RESULTS	CARRIED
MOVER	Trustee Rice
SECONDER:	Trustee Rowe
AYES:	Huyck, Rice, Rowe, Sturm, Swisher

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, 2026
2. Planning & Zoning Commission Minutes – April 22, 2026
3. Historic Preservation Commission Minutes – May 6, 2026
4. Airport Advisory Board Minutes – April 21, 2026

B. Town Administrator

C. Town Treasurer

D. Airport Manager

E. Recreation Director

**MOTION NO. 02:
MOVE TO APPROVE THE CONSENT AGENDA.**

RESULTS	CARRIED
MOVER	Trustee Rice
SECONDER:	Trustee Huyck
AYES:	Huyck, Rice, Rowe, Sturm, Swisher

PUBLIC COMMENT *(Audio Time: 00:08:10)*

Sue Cobb of Buena Vista thanked Joel Benson for his decades of service to the Town and community, recognizing his leadership roles, professional contributions, and dedication to public service.

Randy Crane of Buena Vista opposed the proposed electrification-focused building code changes, citing concerns about efficiency, emissions, affordability, consumer choice, and increased infrastructure costs.

Pat McCarty of Buena Vista expressed concerns that the proposed electric-preferability building codes are being implemented too quickly without sufficient consideration of affordability, resiliency, and long-term impacts on homeowners and businesses.

BUSINESS ITEMS

2025 Audit Report *(Audio Time: 00:17:08)*

Town Treasurer Philip Puckett introduced Jim Hinkle, CPA, of Hinkle and Company, who presented the Town’s 2025 audit report. Hinkle summarized the audit process, including a review of internal controls, financial transactions, and compliance procedures, and reported that Town received three unmodified (“clean”) audit opinions, including its required federal single audit covering more than \$1 million in federal expenditures, with the airport program selected for detailed testing. He stated that no significant deficiencies, material weaknesses, findings, questioned costs, compliance issues, or disagreements with management were identified and commended Town staff for their organization, transparency, and assistance throughout the audit.

MOTION NO. 03:

MOVE TO ACCEPT THE 2025 AUDIT REPORT AND FINANCIAL STATEMENTS AS PRESENTED

RESULTS	CARRIED
MOVER	Trustee Rowe
SECONDER:	Trustee Huyck
AYES:	Huyck, Rice, Rowe, Sturm, Swisher

Public Hearing – Electric Preferred Code Amendment *(Audio Time: 00:28:28)*

Mayor Libby Fay opened the public hearing, and Senior Policy Advisor & Project Advocate Joel Benson reviewed the history of the proposed code amendments, noting prior Board discussions and that the County Commissioners approved the amendments on May 19 with minor revisions. He explained that the Town’s ordinance mirrored the County’s adopted language and that, if not adopted, different codes would continue to be administered between jurisdictions. Planning Director Marika Kopp noted that Poncha Springs had not adopted the amendments.

Mayor Fay opened the public comment segment. Alexandra Buck of Atmos Energy opposed the amendments, citing concerns about the approval process, reduced consumer choice, and increased housing and utility costs. John Beyer, CEO of Sangre de Cristo Electric Association, supported the amendments, highlighting the cooperative’s emissions reductions, renewable energy investments, and service reliability.

Trustee Swisher expressed opposition to the amendments, citing concerns about housing and utility affordability, limits on consumer energy choice, and the sustainability of some renewable energy and battery technologies. Trustee Huyck agreed that existing state building and energy codes already provide appropriate safety standards. Trustee Sturm stated that he remained conflicted on the proposal, citing both potential benefits and concerns related to electricity costs, grid infrastructure, and reliability. Trustee Rice stated that he had made his position clear during prior meetings and would vote against the proposal. Trustee Rowe stated his support had declined following additional comments and consideration, citing affordability concerns and noting the standards were better addressed at the state level.

**MOTION NO. 04:
 MOVE TO ADOPT ORDINANCE NO. 2026-11, REPEALING ARTICLE VI OF CHAPTER 18 OF THE
 BUENA VISTA MUNICIPAL CODE TO ADOPT THE 2021 INTERNATIONAL ENERGY
 CONSERVATION CODE**

RESULTS	FAILED
MOVER	Trustee Rice
SECONDER:	Trustee Rowe
AYES:	
NAYS:	Huyck, Rice, Rowe, Sturm, Swisher

2026 Mid-Year Airport Capital Improvement Project Resequencing Authorization

(Audio Time: 00:55:05)

Airport Manager Chandra Swanson informed the Board of a proposed re-sequencing of the Airport’s 2026 capital improvement projects within the existing \$125,333 budget, prioritizing the AWOS relocation, fuel tank inspection, GPU repair, and terminal repairs while deferring the HVAC Phase 2 cooling component and annexation plat until additional funding or project savings become available. She emphasized the deferred projects are not being canceled and explained that only an external fuel tank inspection is required for state compliance, with a future internal inspection still supported by staff and the Airport Advisory Board to assess long-term tank condition. In response to Board questions, staff clarified that no budget increase is requested and that project sequencing changes fall within existing staff authority, with the update provided to keep the Board informed of shifting priorities and deferred projects.

**MOTION NO. 05:
 MOVE TO ACKNOWLEDGE AND CONCUR WITH A REPRIORITIZATION OF THE 2026 AIRPORT
 CAPITAL IMPROVEMENT PROJECTS**

RESULTS	CARRIED
MOVER	Trustee Rice
SECONDER:	Trustee Huyck
AYES:	Huyck, Rice, Rowe, Sturm, Swisher

Water Allocation Policy Amendment *(Audio Time: 01:01:48)*

Senior Policy Advisor & Project Advocate Benson presented administrative amendments to the Town’s water allocation policy to incorporate the new water augmentation certificate protocol, adopt category and weighting changes from strategic planning, add a civic and human services category, and update affordability definitions to align with Colorado Proposition 123. Planning Director Marika Kopp added that the amendment closes loopholes that allow certain market-rate projects to qualify for affordable housing water allocations and explained that projects using the affordable housing category must provide measurable affordability benefits consistent with AMI thresholds and state guidance. Planner I Carly Croft illustrated the changes with a hypothetical 40-unit condominium project, explaining that 10% of its water allocation would come from the affordable housing category and require at least one unit to remain affordable at or below 100% AMI in perpetuity. Benson clarified that the resolution was an administrative policy update and separate from the Town’s annual water allocation review and reallocation process.

**MOTION NO. 06:
MOVE TO ADOPT RESOLUTION NO. 2026-42, APPROVING AMENDMENTS TO THE 2026 TOWN OF BUENA VISTA WATER ALLOCATION POLICY**

RESULTS	CARRIED
MOVER	Trustee Sturm
SECONDER:	Trustee Swisher
AYES:	Huyck, Rice, Rowe, Sturm, Swisher

Annexation Fees Associated with Water Augmentation Certificates *(Audio Time: 01:10:25)*

Senior Policy Advisor & Project Advocate Benson explained that prior Board discussions on annexation and water allocation established the expectation that annexation applicants would bear costs associated with water, engineering, and other annexation-related expenses. He stated that the ordinance formalizes that intent by adding language to Chapter 15 of the Municipal Code and provides specific direction regarding costs associated with water augmentation certificates, including both one-time and ongoing expenses.

**MOTION NO. 07:
MOVE TO ADOPT ORDINANCE NO. 2026-12, AMENDING SECTION 15-3 OF THE BUENA VISTA MUNICIPAL CODE CONCERNING COSTS AND FEES FOR ANNEXATIONS**

RESULTS	CARRIED
MOVER	Trustee Rice
SECONDER:	Trustee Huyck
AYES:	Huyck, Rice, Rowe, Sturm, Swisher

Water 101 *(Audio Time: 01:12:42)*

Senior Policy Advisor & Project Advocate Benson provided an overview of the Town's water rights, supply portfolio, and long-term planning efforts. He reviewed key Colorado water law concepts, including senior and junior water rights and augmentation, emphasizing that most of the Town's supply comes from Cottonwood Creek and that planning is based on dry-year conditions. Benson summarized the Town's water portfolio, including Cottonwood Creek rights, Buena Vista Waterworks winter rights, Fryingpan-Arkansas Project storage water, well augmentation supplies, and other irrigation and pond rights. He also reviewed existing and planned infrastructure, including the infiltration gallery, Well No. 3 and proposed Well No. 4.

Benson highlighted ongoing efforts to secure augmentation supplies, storage, and regional partnerships to improve long-term reliability and noted that approximately 2,600 single-family equivalent units are able to be served through the allocation policy and stressed the importance of monitoring water demand, redundancy, and conservation as the Town grows. Mayor Fay emphasized the importance of dry-year planning, while Trustee Rice asked about annexation-related service area boundaries and water rights. Benson explained that municipal water rights must remain within the Town's lawful service area and cannot be transported beyond municipal use limits.

Chaffee County Fire Protection District Letter Discussion *(Audio Time: 01:34:04)*

Town Administrator Brian Berger introduced a draft letter supporting the Chaffee County Fire Protection District's proposed inclusion of Buena Vista properties not currently within the district. He explained that the initiative would allow affected Town residents to vote on district matters and run for district office, while the Town would no longer serve as an intermediary collecting and remitting fire service payments under the existing intergovernmental agreement. The letter also expressed the Board's willingness to consider a future reduction in the Town's mill levy to offset the fire district mill levy if the inclusion measure is approved.

Town Treasurer Puckett stated that staff views the proposal as beneficial to both the Town and residents by providing direct representation in fire district governance, simplifying service delivery, and reducing confusion created by the current district and Intergovernmental Agreement structure. He added that the letter would help clarify the proposal and the Town's intent to mitigate tax impacts as the Fire District begins public outreach.

Trustee Rice noted that the ballot initiative is a Fire District measure, not a Town initiative, but said it would benefit both the entity of Town and its residents. He anticipated additional discussions and formal actions throughout the summer as the proposal advances. Town Attorney Jeff Parker advised that the Board may discuss the issue before a ballot title is set, but once the measure is placed on the ballot, Town funds, resources, and staff time cannot be used

to advocate for or against it. He noted that elected officials may continue to express their views in their private capacities.

MOTION NO. 08:

MOVE TO APPROVE MAYOR FAY TO SIGN A LETTER TO THE CHAFFEE COUNTY FIRE PROTECTION DISTRICT BOARD OF DIRECTORS, AS DRAFTED

RESULTS	CARRIED
MOVER	Trustee Rice
SECONDER:	Trustee Huyck
AYES:	Huyck, Rice, Rowe, Sturm, Swisher

TRUSTEE / STAFF INTERACTION *(Audio Time: 01:43:10)*

Mayor Libby Fay highlighted several upcoming community events, including the June 10 mural unveiling celebration, the Historic Preservation Commission’s 10-year anniversary events on June 13–14, and upcoming Meadow Creek music events in August and September. Trustee Huyck announced the Buena Vista Event Cooperative summer kickoff event at McPhelemy Park featuring local bands and free activities. Trustee Swisher thanked staff members Joe Pedrie and Airport Manager Chandra Swanson for informative tours of the water treatment plant and airport facilities.

Trustees Rowe, Rice, and Sturm, along with Mayor Fay, expressed appreciation for Joel Benson’s years of service, leadership, and lasting contributions to Buena Vista, particularly in areas such as water planning, Town operations, mentorship, and collaboration with staff and the Board, and wished him well in his future endeavors. Joel Benson thanked the Board, staff, and community for their support and stated it had been an honor to serve Buena Vista. Staff members and Town Attorney Jeff Parker expressed appreciation for Benson’s leadership, mentorship, institutional knowledge, and lasting impact on Town operations, projects, and organizational culture.

EXECUTIVE SESSION *(Audio Time: 01:57:02)*

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

Senior Policy Advisor & Project Advocate Benson requested amending the agenda’s Executive Session description to remove references to the potential acquisition of land and water rights, clarifying that the discussion pertained generally to water rights.

**MOTION NO. 09:
MOVE TO GO INTO EXECUTIVE SESSION.**

RESULTS	CARRIED
MOVER	Trustee Huyck
SECONDER:	Trustee Swisher
AYES:	Huyck, Rice, Rowe, Sturm, Swisher

The Board went into Executive Session at 9:05 PM to discuss matters related to the Town’s water rights. Present for the Executive Session were Mayor Libby Fay, Trustees Maggie Huyck, Andrew Rice, Devin Rowe, Cindie Swisher, Chris Sturm (via Zoom), Town Administrator Brian Berger, Town Treasurer Phillip Puckett, Senior Policy Advisor & Project Advocate Joel Benson, Planning Director Marika Kopp, Public Works Director Shawn Williams, Water Supervisor Joe Pedrie, and Town Attorney Jeff Parker. Also present were Wright Water Engineers Rachel Pittinger and Claire Vavrus, and Town water attorneys Andrea Benson and Gibb Marchand of Alperstein & Covell CC.

The Executive Session concluded at 9:58 PM

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

RESULTS	CARRIED
MOVER	Trustee Rice
SECONDER:	Trustee Rowe
AYES:	Huyck, Rice, Rowe, Sturm, Swisher

Respectfully submitted:

Libby Fay, Mayor

Ed Barkowski, Town Clerk



Planning & Zoning Commission Meeting
Wednesday, May 20, 2026, 7:00 p.m.
Buena Vista Community Center

Tony LaGreca called the meeting to order at 7:01 p.m.

Pledge of Allegiance: LaGreca

Roll Call: Ally

Quorum? **YES**

Attendee Name	Title	Present?
Tony LaGreca	Chair	Present
Blake Bennetts	Vice Chair	Present
Tina Bennetts	Commissioner	Present
Dave Kosley	Commissioner	Not Present
Jared Lane	Commissioner	Present
Lisa Field	Alternate	Present
<vacant>	Alternate	<vacant>

Staff Present:

Marika Kopp: Present

Ally Kennedy: Present

Commissioner Lane motioned to approve the agenda, commissioner T. Bennetts seconded, motion passed unanimously.

Commissioner B. Bennetts moved to ratify the April 22, 2026 minutes, Commissioner Lane seconded, motion passed unanimously.

Public Comment: None; public comment was opened at 7:02; closed at 7:06 pm.

Earl Richmond (local resident) expressed his concern over data centers coming to BV. Mr Richmond is specifically worried that with the growth of BV, what the impact of data centers would have on the Town (the large foot print, lots of energy, lots of water for cooling, constant hum). He urged the commission to consider where they should be located, and take into consideration what their impact would be on our energy and water (especially with existing water constraints). Additionally, the constant hum's impact on wildlife and humans needs to be further researched. He stated that we know they are out there and it is inevitable they make their way towards our community and recommends taking similar action as Denver, who just implemented a moratorium while they conduct more research on data centers and their impacts.

Business Items:

Business Item – Introductory Discussion on Data Centers

Director Kopp introduced the topic of data centers, driven by rapid growth of data centers nationally and the recognition that Town's land use code does not currently address this use. Since data centers are not currently addressed in the municipal, review of land use applications proposing a data center, would be

assessed based on next closely related use, which would be light industrial or utility uses. The concern over this is based on whether or not this type of review would encapsulate the entire scope of impact the data center would have on the community, its resources, the health and well being of our residents and wildlife, among other concerns. Kopp is collaborating with Town legal to write a proposed moratorium on data centers for a minimum of six (6) months to allow adequate time to conduct appropriate research on an ideal path forward for Town; similar to what other counties are doing with the same intention.

Kopp then transitioned to an open conversation with and among the commission to gain the initial input, feedback and questions. The Commissioners generally expressed concern over the possibility of data centers coming to the Valley, citing concerns about the amount of water usage, the impact on existing infrastructure, the possible impacts on local wildlife and natural resources, noise and environmental concerns, the visual congestion on our highly valued surrounding landscape, and challenges how or if this type of facility fits the outdoor recreation culture of Buena Vista. Collectively, the commissioners urge that additional research need to be conducted and code provisions will need to be adopted in order to adequately review this type of facility.

Kopp presented an overview of data centers, emphasizing how they differ from other industrial uses due to their unique utility demands and operational impacts. The discussion covered land use classification and zoning considerations, including how specific regulations should be, how data centers would relate to existing zone districts, and what the approval process could entail. Key topics included facility scale and intensity, such as building size, phased buildout plans, expansion thresholds, and infrastructure capacity related to electricity, water, and off-site improvements. Kopp also addressed water consumption concerns tied to cooling systems, noting that even closed-loop systems still require water for evaporation, blowdown, leaks, and maintenance. Additional considerations included noise and operational impacts from cooling and mechanical equipment, backup power and energy storage systems, and site design standards focused on building articulation, landscaping, dark sky lighting, utility screening, and protecting scenic and wildlife values. Economic development issues were discussed as well, including balancing tax revenue with employment generation, the limited availability of industrial land suitable for large facilities, and whether minimum lot sizes may be necessary without restricting other industrial uses. Finally, Kopp reviewed environmental and sustainability standards, including renewable energy procurement, water recycling, energy efficiency, and sustainability reporting, noting the Board's interest in exploring broader sustainability standards within the code.

Kopp posed questions to the Commission regarding next steps and what information is needed for the Commission to make an informed decision. Feedback included:

- The use standard for data centers, and different scales of data centers, needs to be defined;
- Commissioner T. Bennetts expressed that water use is of high concern; would like a better idea of their water use taking into consideration our current water constraints;
- Commissioner Lane noted that a public benefit of data centers for other communities has been that the company will invest in bringing in internet infrastructure; however this area just got fiber internet by two providers recently, what other benefits exist?;
- Chair LaGreca brought up the Buena Vista Sanitation District and asked what they do with the water that is used to cool? Would it go to BV San and what would the impact be if the discharged

water is too warm to meet cool water discharge requirements. Shared that if this were to happen, it may be catastrophic to our river and the wildlife (mentioned this happening in Steamboat Springs);

- Commissioner B. Bennetts stated his biggest concern was noise and the impact to local residents; noise study would need to be done as part of the review process; glycol would likely be used over water - used to heat/cool systems (breweries use this as an example);
- Commissioner Lane recently passed data centers while visiting Texas; noticed large number of power lines and the visual congestion that would cause to the visual aesthetic leading up for many miles to the Data Center;
- Commissioner B. Bennetts shared that current energy infrastructure may not be able to handle the demand a data center would bring and backup generators or other energy sources would likely be needed, but this should be prohibited within Town limits;
- Fields echoes the Nuclear reactors concern; how would this type of center fit within the culture of BV's culture that focuses on outdoor recreation; challenges that there are many other areas in the county that would be more ideal to serve this type of facility;
- Chair LaGreca asked if we have a large enough property available within our town to meet the development scale and needs of these types of centers or would they implement a smaller footprint facility (looking specifically at other industrial lots in Town). Commissioner B. Bennetts echoed the need to research this. Commissioner Lane mentioned smaller footprint of micro data centers and the current use of them and where they are being implemented; code needs to be able to address data centers of any size (residential alike);
- Review criteria will need to include some level of neighborhood noticing (likely through a neighborhood meeting),
- Commissioner Field posed the question on whether data centers could be added as a ballot measure to gain voter insight; Kopp will be looking into the feasibility of this.
- Field also inquired about the possible use of co-location on agricultural land for data centers, similar to cell towers, and how this would be regulated.
- Commission Lane asked what the County's stance is, what their approach would be and if they would need to notify the Town or neighbors if the County approves a data center to be located in the County, but within a certain distance of Town limits (3 Mile Plan, MSA, etc.).
- Commission Chair LaGreca would want to ensure the Town's water flows are adequate to address a catastrophic event at a data center, should it occur; as well as ensuring data centers adequately connect to all utilities and what the long term effects could be on the local residents.

The Commission directed the Planning Department to continue research. Kopp suggests options for use standards for data centers will be presented to the commission after additional research is conducted aiming for July/August 2026.

Staff/Commission Interaction:

1. Housing Needs Assessment Survey (Closes May 22); currently BV is leading in survey responses county wide (the housing needs differ from Salida and Poncha); BV specific school focus group specifically for HNA; wanting to put together another focus group for recreational employees and service industry employees
 - a. <https://chaffeehousingplan.org/>

2. Transportation Masterplan Update - live map where people can pinpoint areas of concern focusing specifically on transportation methods
 - a. <https://my-bv.com/transportation-master-plan-2026>
3. Queenie has accepted another job opportunity, so the administrative assistant position is open, Rec department is down a program assistant and special event coordinator, Town is hiring a Town engineer - lots of open positions with work load increasing
4. Kopp has met with airport advisory board to go over development, will meet with Water Board to go over water conservation plan and partnership opportunity with ULI
5. Pearl theater - asbestos abatement of garage is being completed, garage will be gone soon, then they'll be able to shore up the building due to public health and safety issue
6. Kudos to Code Enforcement Officer Grant Bryans and all of the work he has done on the Pearl and within the community
7. Lane inquired about Board of Trustees upcoming vote on electric preferred and the impact on building costs; County commissioners efficiency of all electric development out weighs the cost - our Board members biggest concern is for the cost impacts on the end user; County Commissioners met on this last night and voted for it, but with amendments; if County adopts it, Town doesn't have to we just don't know what strain/impact it will have on Town

Adjournment:

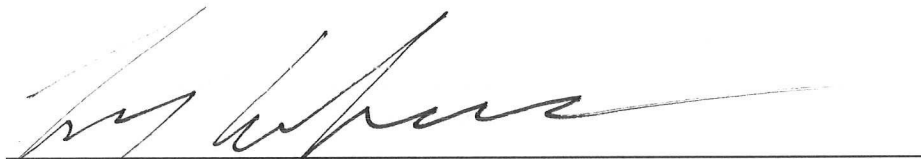
Commissioner T. Bennetts motioned to adjourn the meeting, Commissioner Lane seconded; motion passed at 8:32 p.m.

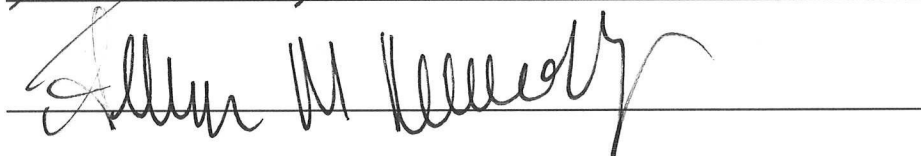
Next Planning & Zoning Commission Meeting: Wednesday, June 3, 2026 at 7:00 pm.

Respectfully submitted:

Tony LaGreca
Commission Chair

Ally Kennedy
Planning Technician





Buena Vista Water Advisory Board

Minutes of March 19, 2026

Call to Order

Regular Meeting called to order by C-o Chairman Jeff at 6:39 pm at Town Hall East meeting room . Kelly arrived at 6:50 and presided as Chairman

Attendance and Introductions

In attendance were: Kelly Collins, Roy Gertson, John Duggan,(phone) Jeff Ollinger , Tony LaGreca, and Wendy Gorman Shawn Williams (BV Public Works Director),) Guests, Chris & Christina Mertes owners of Colligate Peaks Corp & Golf Course.

Agenda adopted by Chairman,

Minutes from the February 19 2025 meeting ratified By members

Public Comment : none

Business : 1. Ivy League water system acceptance proposal was presented by Chris & Christina. Members were very positive of the slides identifying the acceptance.

Public Works to review and meet with Brian Berger Town Administrator on procedure.

WAB will provide comments on the draft proposal.

2. Rate study proposal from Swiftwater Solutions at \$50K was very complete. Members to send comments to Shawn. Members asked to research City of Salida as they just completed a rate study in 2025.

3. Function /Focus for 2026 plan was prepared by Jeff Ollinger & John Duggan. The plan will utilize the goals developed by the members.

Included are :

- a. Acquire funding for a SWPP update including the area of new wells
- b. Provide input for allocation of water in the " Bucket " process.
- c. Support the costs for procurement of a water rate study
- d. Improve relationship with USFS
- e. Focus on public education of water usage

A Town Council presentation is to be scheduled for April 14

4. Water Dept report:

a.. Shawn is concerned with extended power outages as the ability to fill the upper zone tanks needs to be analyzed. A generator at the Ivy League Pump station needs to be installed for pumping to these upper zone tanks.

b. The Town will apply to purchase 100 acre feet of water from South Eastern Water Conservancy District (SEWCD). This district administers the Fry Ark water resources. The water is stored in Pueblo Reservoir with our portfolio of Fry Ark water.

Other Business; 1. Discussion pertaining to the drought were similar to the 2002 drought. A Drought plan was developed in 2002. Shawn to pursue an updated plan.

2. Outstanding Water designation needs an approval letter, and presentation to the Town Council. The water quality west of Cottonwood Lake to the headwaters of South Cottonwood Creek will be evaluated. Area is mostly Forest Service land with some private and mineral claims. Chris Sturm to follow up with this consideration.

3. Upper Arkansas Water District Forum is scheduled for April 21st through the 23rd. WAB members have been invited to a opening dinner April 21st at the Steam Plant from 5:00 to 9:00 .

Next meeting is April 16, 2025

Adjourned with motion by Roy & 2nd by Jeff at 8:15 approved by members

Respectfully Submitted.

Roy Gertson,
Board Member



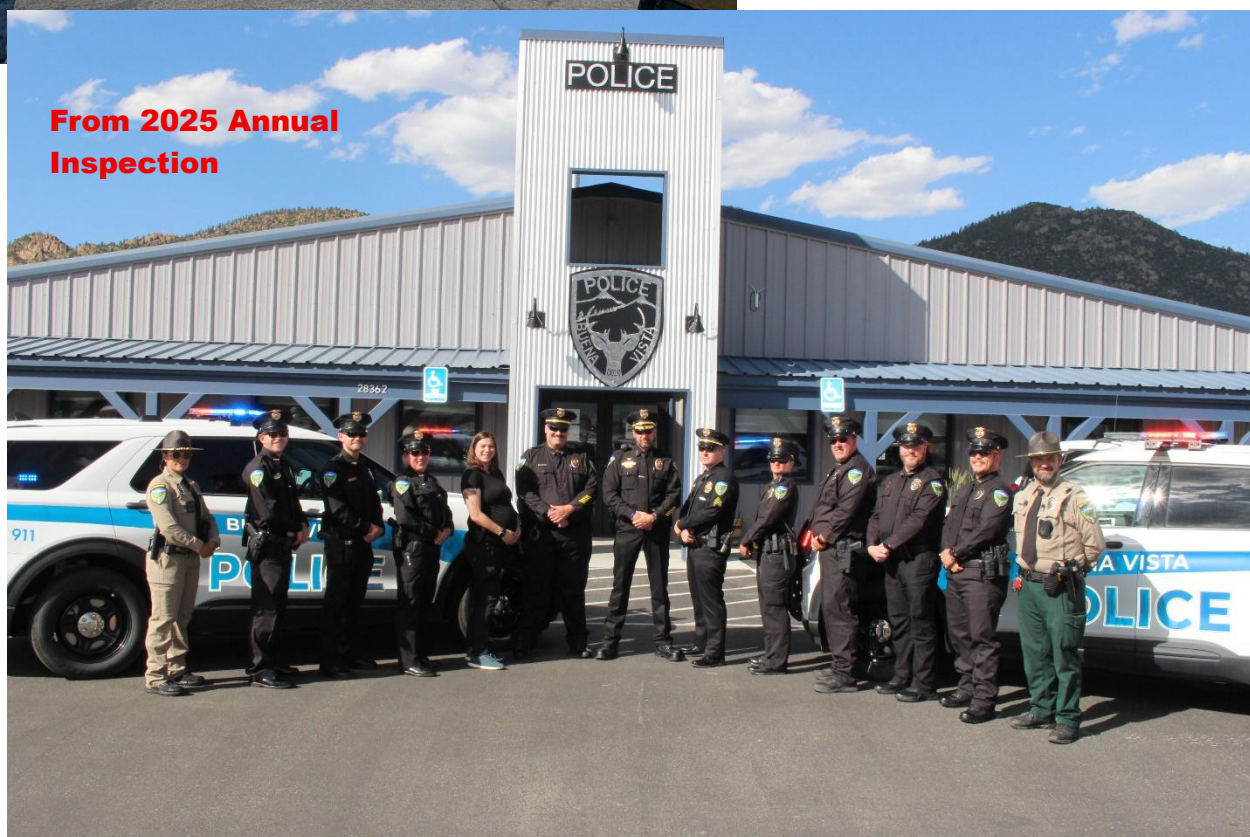
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CHIEF'S BOT REPORT FOR JUNE 9TH, 2026

General Updates:

- Emergency Service Committee meeting on May 28th. Fire ban lifted. Monsoons predicted in June.
- Talking to office of emergency management (OEM) about getting some radios for some other town departments. Fire in late May highlighted how other town entities support first responders (in this case, Public Works), and in a critical or large-scale incident, radio communications could help town entities communicate more fluidly.
- Annual inspection on June 3rd. A time for BVPD supervisors to check vehicles and equipment, ensuring officers are being good stewards of the equipment they've been assigned, and that officers have what they need, in good, functioning order, to do their jobs.
- Working on 2027 budget.
- RADAR and LiDAR class on May 27th. Certifying new officers on these technologies so they can start engaging in traffic safety operations, and we also had Salida PD and CCSO in attendance. With new highway school zone, we'll be doing some educational messaging for motorists in late July and August, and conducting targeted enforcement when the new school year kicks off.
- When lights are flashing, speeds drop to 25 mph from 35 mph.
- Officers not in RADAR class engaged in arrest control and firearms training on May 27th, and instructor, Officer Brian Lemick, did an excellent job with this. Also getting new officers qualified with firearms.
- We're planning an active-shooter tabletop exercise July 15th at the Community Center. This is for numerous emergency service entities, including government, to consider and plan for a large-scale incident in town with a multi-agency response.
- Officers will be conducting Active-shooter training on June 17th and 24th, utilizing the schools now that classes are not in session.
- Two new officers in field training...heavy lift for training officers, but exciting time for BVPD to finally get our staffing numbers up.
- Submitted for CDOT DUI overtime grant. Also submitted for POST rural academy grant to pay for Ken Taylor's police academy when he leaves code enforcement and goes to the police academy in August.
- Completed driving training in March, and Sgt. Marusz did a grate job instructing this critical skill for law enforcement.
- Commander Garcia completed 40 hours of "Designated Marksman" training in mid-May.
- Honored to conduct escorts for two BVHS teams that went to state...congratulations to the boys baseball team and the girls soccer team.
- Code enforcement had 8 dog at large citations last month.
- Code Enforcement Officer Bryans has been working closely with contractors and the Pearl Theater owners on complex abatement issues. This has been very time consuming, and Grant is doing a great, professional job with this, while also trying to attend to his other duties with code and planning.



**From 2025 Annual
Inspection**

Call Type Analysis

5/1/2026 - 5/31/2026 | Agency: BVPD

Call Type	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
911 ACCIDENTAL	0	0	0	0	0	0	0	0	1	1	0	1	0	0	1	0	1	1	1	3	0	0	2	0	12
911 UNKNOWN	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	4	1	1	1	0	0	1	0	0	11
ABANDONED VEHICLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
ANIMAL COMPLAINT	0	0	0	0	0	0	1	1	3	3	1	3	5	10	2	5	1	1	0	0	2	0	1	0	39
AREA CHECK	0	4	0	0	0	0	0	7	5	1	0	2	1	2	2	7	0	1	3	1	0	0	2	4	42
ASSAULT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
ASSIST OTHER - SELF DISPATCHED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ATTEMPT TO LOCATE	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	3
BURGLAR ALARM	0	0	0	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	5
BURGLARY	0	0	0	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3
BUSINESS CHECK	0	1	0	0	0	0	0	0	1	0	0	1	0	0	0	2	0	0	0	1	1	3	3	0	13
CHILD IN NEED SUPERVISION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	1	3
CITIZEN ASSIST	0	0	0	0	0	0	0	1	0	1	0	0	0	0	1	0	0	0	0	1	0	0	1	0	5
CIVIL DISPUTE	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	2
CIVIL PAPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
CIVIL STANDBY	0	0	0	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	1	0	0	0	0	4
CODE VIOLATION	0	0	0	0	0	0	0	3	1	1	3	4	0	10	1	2	1	0	1	0	0	0	0	1	28
COMMUNITY RELATIONS	0	1	0	0	0	0	0	0	3	5	4	0	1	1	1	0	0	4	0	0	0	0	1	1	22
CONSENT CONTACT	0	0	0	0	0	0	0	0	1	0	1	0	0	1	2	0	0	0	0	0	0	2	2	1	10
CRIMINAL MISCHIEF	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	1	0	5
DISRUPTIVE PERSON	0	0	0	0	0	0	0	1	1	0	0	0	0	1	0	0	0	0	0	0	1	1	0	1	6
DISTURBANCE - FIGHT DOMESTIC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	1	4
FIRE - ALARM RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
FIRE - VEHICLE	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FOLLOW UP	0	0	0	0	0	1	0	1	2	2	2	0	0	1	1	1	2	0	1	0	1	0	0	0	15
FOOT PATROL	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	2
FOUND PROPERTY	0	0	0	0	0	0	0	1	0	1	0	0	0	0	1	1	0	0	0	1	0	0	0	0	5
FRAUD	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	1	1	0	0	0	4
GUN SHOT HEARD	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
HARASSMENT	0	0	0	0	0	0	0	0	0	0	0	2	1	2	1	1	0	0	0	0	2	1	0	0	10
HAZARD - GENERAL	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	1	0	0	3
ILLEGAL DUMPING	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
INFORMATION	0	0	0	0	0	1	1	2	0	0	3	0	0	0	0	0	0	1	2	0	2	0	1	0	13
INTOXICATED SUBJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
LIQUOR LAW VIOLATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
LIQUOR LICENSE INSPECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	1	0	0	3
LIVESTOCK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
LOST PROPERTY	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1	0	1	1	0	0	0	0	0	5
MEDICAL - GENERAL	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	0	1	1	0	6
MENTAL HEALTH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	2
MISSING PERSON	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
MOTOR VEHICLE ACCIDENT - HIT & RUN	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1	0	0	0	0	3
MOTOR VEHICLE ACCIDENT - INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
MOTOR VEHICLE ACCIDENT - PROPERTY DAMAGE	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	1	0	3	0	0	0	0	0	0	7
MOTORIST ASSIST	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2
NOISE COMPLAINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
PARKING PROBLEM	0	0	0	0	0	0	0	0	0	0	2	1	2	3	0	0	0	0	0	0	1	0	0	0	9
PEDESTRIAN CONTACT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
PROTECTION ORDER VIOLATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	2
REDDI REPORT	0	0	0	0	0	0	0	0	0	0	0	1	1	0	3	1	1	1	1	1	0	0	0	0	9
SECURITY CHECK	1	0	0	0	0	0	7	13	4	5	2	1	2	4	1	2	0	2	2	1	1	1	1	3	52
SUICIDAL SUBJECT	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SUSPICIOUS ACTIVITY	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	1	0	3
SUSPICIOUS PERSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	1	0	0	4
SUSPICIOUS VEHICLE	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
THEFT	0	0	0	0	0	0	0	1	0	1	1	0	0	1	1	1	0	2	0	0	0	0	0	0	8
TRAFFIC COMPLAINT	0	0	0	0	0	0	1	2	1	0	0	1	2	1	0	2	0	0	0	0	0	1	1	0	12
TRAFFIC CONTROL	0	0	0	0	0	1	3	1	1	0	0	0	0	1	7	0	0	0	0	0	0	0	0	0	14
TRAFFIC MISC	0	1	0	0	0	0	1	0	2	3	1	1	2	3	3	1	3	5	2	2	3	4	4	4	41
TRAFFIC STOP	2	1	0	0	0	0	7	2	5	2	0	4	11	6	13	11	4	13	11	11	16	13	9	141	
TRAINING	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	3
TRESPASSING	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
VIN INSPECTION	0	0	0	0	0	0	0	2	1	3	4	2	4	1	1	2	0	0	0	0	0	0	0	0	20
WELFARE CHECK	0	0	0	0	0	0	0	1	0	0	1	0	0	0	2	0	0	0	1	0	0	2	1	0	8
WILDLIFE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Totals	5	8	0	2	0	1	6	38	44	36	31	33	25	55	34	62	32	27	38	30	31	39	41	27	645



Unit Activity Report

5/1/2026 - 5/31/2026 | Agency: BVPD

Activity	Total	Avg. Time/Act	Total Time
ADMIN DUTIES	24	02:23:49	57:31:51
AVAILABLE	1214	00:57:59	1173:25:50
CALL/ARRIVED--911 ACCIDENTAL	5	00:04:18	00:21:32
CALL/ARRIVED--911 UNKNOWN	5	00:18:20	01:31:44
CALL/ARRIVED--ABANDONED VEHICLE	2	00:06:31	00:13:02
CALL/ARRIVED--ANIMAL COMPLAINT	53	00:07:05	06:16:11
CALL/ARRIVED--AREA CHECK	54	00:20:11	18:10:12
CALL/ARRIVED--ASSAULT	2	00:12:41	00:25:22
CALL/ARRIVED--ATTEMPT TO LOCATE	4	00:14:43	00:58:53
CALL/ARRIVED--BURGLAR ALARM	6	00:14:43	01:28:22
CALL/ARRIVED--BURGLARY	7	00:35:07	04:05:54
CALL/ARRIVED--BUSINESS CHECK	16	00:18:21	04:53:50
CALL/ARRIVED--CHILD IN NEED SUPERVISION	7	00:23:52	02:47:08
CALL/ARRIVED--CITIZEN ASSIST	5	00:05:39	00:28:17
CALL/ARRIVED--CIVIL DISPUTE	1	00:03:53	00:03:53
CALL/ARRIVED--CIVIL STANDBY	3	00:08:26	00:25:20
CALL/ARRIVED--CODE VIOLATION	29	00:04:39	02:15:05
CALL/ARRIVED--COMMUNITY RELATIONS	36	00:42:42	25:37:30
CALL/ARRIVED--CONSENT CONTACT	14	00:04:36	01:04:30
CALL/ARRIVED--CRIMINAL MISCHIEF	14	00:47:09	11:00:11
CALL/ARRIVED--DISRUPTIVE PERSON	16	00:11:21	03:01:43
CALL/ARRIVED--DISTURBANCE - FIGHT	4	00:04:39	00:18:36
CALL/ARRIVED--DOMESTIC	9	00:44:15	06:38:18
CALL/ARRIVED--FIRE - ALARM RESIDENTIAL	3	00:23:37	01:10:52
CALL/ARRIVED--FIRE - VEHICLE	2	02:31:25	05:02:50
CALL/ARRIVED--FOLLOW UP	13	00:52:34	11:23:34
CALL/ARRIVED--FOOT PATROL	3	00:43:28	02:10:25
CALL/ARRIVED--FOUND PROPERTY	4	00:07:58	00:31:54
CALL/ARRIVED--FRAUD	4	00:07:25	00:29:43
CALL/ARRIVED--GUN SHOT HEARD	1	00:33:40	00:33:40
CALL/ARRIVED--HARASSMENT	12	00:33:24	06:40:57
CALL/ARRIVED--HAZARD - GENERAL	5	00:05:10	00:25:51
CALL/ARRIVED--ILLEGAL DUMPING	1	00:13:49	00:13:49
CALL/ARRIVED--INFORMATION	9	00:33:24	05:00:42
CALL/ARRIVED--INTOXICATED SUBJECT	6	00:25:53	02:35:23
CALL/ARRIVED--LIQUOR LAW VIOLATION	3	00:31:39	01:34:59
CALL/ARRIVED--LIQUOR LICENSE INSPECTION	3	00:02:24	00:07:13
CALL/ARRIVED--LIVESTOCK	5	00:13:00	01:05:03
CALL/ARRIVED--LOST PROPERTY	3	00:08:59	00:26:59
CALL/ARRIVED--MEDICAL - GENERAL	5	00:23:22	01:56:51
CALL/ARRIVED--MENTAL HEALTH	7	01:03:28	07:24:19
CALL/ARRIVED--MISSING PERSON	5	00:09:05	00:45:25
CALL/ARRIVED--MOTOR VEHICLE ACCIDENT - HIT & RUN	3	00:31:11	01:33:35
CALL/ARRIVED--MOTOR VEHICLE ACCIDENT - INJURIES	2	00:37:43	01:15:26
CALL/ARRIVED--MOTOR VEHICLE ACCIDENT - PROPERTY DAMAGE	12	00:22:47	04:33:25
CALL/ARRIVED--MOTORIST ASSIST	4	00:18:24	01:13:38
CALL/ARRIVED--NOISE COMPLAINT	4	00:03:34	00:14:19
CALL/ARRIVED--PARKING PROBLEM	8	00:06:27	00:51:38
CALL/ARRIVED--PEDESTRIAN CONTACT	1	00:04:03	00:04:03
CALL/ARRIVED--PROTECTION ORDER VIOLATION	5	00:34:03	02:50:15
CALL/ARRIVED--REDDI REPORT	15	00:33:17	08:19:23
CALL/ARRIVED--SECURITY CHECK	64	00:29:43	31:42:26
CALL/ARRIVED--SUSPICIOUS ACTIVITY	2	00:03:39	00:07:19
CALL/ARRIVED--SUSPICIOUS PERSON	6	00:21:10	02:07:01
CALL/ARRIVED--SUSPICIOUS VEHICLE	1	00:14:43	00:14:43
CALL/ARRIVED--THEFT	7	00:23:22	02:43:34
CALL/ARRIVED--TRAFFIC COMPLAINT	11	00:07:19	01:20:29
CALL/ARRIVED--TRAFFIC CONTROL	15	00:21:08	05:17:03
CALL/ARRIVED--TRAFFIC MISC	27	00:14:52	06:41:44
CALL/ARRIVED--TRAFFIC STOP	179	00:09:29	28:19:18
CALL/ARRIVED--TRAINING	15	03:24:05	51:01:26
CALL/ARRIVED--TRESPASSING	5	00:24:52	02:04:22
CALL/ARRIVED--VIN INSPECTION	16	00:04:51	01:17:47
CALL/ARRIVED--WELFARE CHECK	12	00:10:01	02:00:17
CALL/ARRIVED--WILDLIFE	2	00:09:37	00:19:15
CALL/CLEARED--911 ACCIDENTAL	15	00:00:00	00:00:01
CALL/CLEARED--911 UNKNOWN	15	00:00:00	00:00:00
CALL/CLEARED--ABANDONED VEHICLE	2	00:00:00	00:00:00
CALL/CLEARED--ANIMAL COMPLAINT	57	00:00:00	00:00:01
CALL/CLEARED--AREA CHECK	58	00:00:00	00:00:05
CALL/CLEARED--ASSAULT	4	00:00:00	00:00:00
CALL/CLEARED--ASSIST OTHER - SELF DISPATCHED	1	00:00:00	00:00:00
Totals	4537		2036:57:16

Activity	Total	Avg. Time/Act	Total Time
CALL/CLEARED--ATTEMPT TO LOCATE	4	00:00:00	00:00:01
CALL/CLEARED--BURGLAR ALARM	7	00:00:00	00:00:01
CALL/CLEARED--BURGLARY	7	00:00:00	00:00:00
CALL/CLEARED--BUSINESS CHECK	18	00:00:00	00:00:00
CALL/CLEARED--CHILD IN NEED SUPERVISION	11	00:00:00	00:00:00
CALL/CLEARED--CITIZEN ASSIST	6	00:00:00	00:00:01
CALL/CLEARED--CIVIL DISPUTE	3	00:00:00	00:00:00
CALL/CLEARED--CIVIL PAPERS	1	00:00:00	00:00:00
CALL/CLEARED--CIVIL STANDBY	6	00:00:00	00:00:00
CALL/CLEARED--CODE VIOLATION	30	00:00:00	00:00:02
CALL/CLEARED--COMMUNITY RELATIONS	38	00:00:00	00:00:04
CALL/CLEARED--CONSENT CONTACT	14	00:00:00	00:00:02
CALL/CLEARED--CRIMINAL MISCHIEF	13	00:00:00	00:00:03
CALL/CLEARED--DISRUPTIVE PERSON	12	00:00:00	00:00:00
CALL/CLEARED--DISTURBANCE - FIGHT	2	00:00:00	00:00:00
CALL/CLEARED--DOMESTIC	9	00:00:00	00:00:00
CALL/CLEARED--FIRE - ALARM RESIDENTIAL	4	00:00:00	00:00:00
CALL/CLEARED--FIRE - VEHICLE	2	00:00:01	00:00:02
CALL/CLEARED--FOLLOW UP	19	00:00:00	00:00:02
CALL/CLEARED--FOOT PATROL	3	00:00:00	00:00:00
CALL/CLEARED--FOUND PROPERTY	5	00:00:00	00:00:00
CALL/CLEARED--FRAUD	7	00:00:00	00:00:00
CALL/CLEARED--GUN SHOT HEARD	1	00:00:00	00:00:00
CALL/CLEARED--HARASSMENT	22	00:00:00	00:00:01
CALL/CLEARED--HAZARD - GENERAL	6	00:00:00	00:00:01
CALL/CLEARED--ILLEGAL DUMPING	1	00:00:01	00:00:01
CALL/CLEARED--INFORMATION	18	00:00:00	00:00:00
CALL/CLEARED--INTOXICATED SUBJECT	5	00:00:00	00:00:00
CALL/CLEARED--LIQUOR LAW VIOLATION	3	00:00:00	00:00:00
CALL/CLEARED--LIQUOR LICENSE INSPECTION	3	00:00:00	00:00:01
CALL/CLEARED--LIVESTOCK	5	00:00:00	00:00:00
CALL/CLEARED--LOST PROPERTY	10	00:00:00	00:00:00
CALL/CLEARED--MEDICAL - GENERAL	8	00:00:00	00:00:00
CALL/CLEARED--MENTAL HEALTH	3	00:00:00	00:00:00
CALL/CLEARED--MISSING PERSON	8	00:00:00	00:00:00
CALL/CLEARED--MOTOR VEHICLE ACCIDENT - HIT & RUN	7	00:00:00	00:00:00
CALL/CLEARED--MOTOR VEHICLE ACCIDENT - INJURIES	2	00:00:00	00:00:00
CALL/CLEARED--MOTOR VEHICLE ACCIDENT - PROPERTY DAMAGE	12	00:00:00	00:00:01
CALL/CLEARED--MOTORIST ASSIST	4	00:00:00	00:00:02
CALL/CLEARED--NOISE COMPLAINT	4	00:00:00	00:00:00
CALL/CLEARED--PARKING PROBLEM	13	00:00:00	00:00:00
CALL/CLEARED--PEDESTRIAN CONTACT	1	00:00:00	00:00:00
CALL/CLEARED--PROTECTION ORDER VIOLATION	4	00:00:00	00:00:01
CALL/CLEARED--REDDI REPORT	22	00:00:00	00:00:02
CALL/CLEARED--SECURITY CHECK	64	00:00:00	00:00:08
CALL/CLEARED--SUICIDAL SUBJECT	1	00:00:00	00:00:00
CALL/CLEARED--SUSPICIOUS ACTIVITY	4	00:00:00	00:00:00
CALL/CLEARED--SUSPICIOUS PERSON	10	00:00:00	00:00:00
CALL/CLEARED--SUSPICIOUS VEHICLE	1	00:00:00	00:00:00
CALL/CLEARED--THEFT	16	00:00:00	00:00:03
CALL/CLEARED--TRAFFIC COMPLAINT	19	00:00:00	00:00:03
CALL/CLEARED--TRAFFIC CONTROL	15	00:00:00	00:00:00
CALL/CLEARED--TRAFFIC MISC	47	00:00:00	00:00:05
CALL/CLEARED--TRAFFIC STOP	176	00:00:00	00:00:07
CALL/CLEARED--TRAINING	14	00:00:00	00:00:00
CALL/CLEARED--TRESPASSING	5	00:00:00	00:00:00
CALL/CLEARED--VIN INSPECTION	20	00:00:00	00:00:02
CALL/CLEARED--WELFARE CHECK	12	00:00:00	00:00:03
CALL/CLEARED--WILDLIFE	2	00:00:00	00:00:00
CALL/DISPATCHED--911 ACCIDENTAL	15	00:01:35	00:23:49
CALL/DISPATCHED--911 UNKNOWN	15	00:01:52	00:28:07
CALL/DISPATCHED--ABANDONED VEHICLE	2	00:00:01	00:00:03
CALL/DISPATCHED--ANIMAL COMPLAINT	57	00:02:01	01:55:11
CALL/DISPATCHED--AREA CHECK	58	00:00:19	00:18:35
CALL/DISPATCHED--ASSAULT	4	00:02:30	00:10:03
CALL/DISPATCHED--ASSIST OTHER - SELF DISPATCHED	1	00:00:03	00:00:03
CALL/DISPATCHED--ATTEMPT TO LOCATE	4	00:00:51	00:03:26
CALL/DISPATCHED--BURGLAR ALARM	7	00:06:28	00:45:20
CALL/DISPATCHED--BURGLARY	7	00:04:25	00:30:59
CALL/DISPATCHED--BUSINESS CHECK	18	00:01:06	00:19:49
CALL/DISPATCHED--CHILD IN NEED SUPERVISION	11	00:00:26	00:04:54
CALL/DISPATCHED--CITIZEN ASSIST	6	00:07:59	00:47:56
CALL/DISPATCHED--CIVIL DISPUTE	3	00:10:53	00:32:39
CALL/DISPATCHED--CIVIL PAPERS	1	00:11:17	00:11:17
CALL/DISPATCHED--CIVIL STANDBY	6	00:05:32	00:33:12
CALL/DISPATCHED--CODE VIOLATION	30	00:00:15	00:07:33
CALL/DISPATCHED--COMMUNITY RELATIONS	38	00:04:16	02:42:21
CALL/DISPATCHED--CONSENT CONTACT	14	00:00:33	00:07:53
CALL/DISPATCHED--CRIMINAL MISCHIEF	13	00:02:52	00:37:24
CALL/DISPATCHED--DISRUPTIVE PERSON	12	00:01:19	00:15:50
CALL/DISPATCHED--DISTURBANCE - FIGHT	2	00:00:07	00:00:14
Totals	4537		2036:57:16

Activity	Total	Avg. Time/Act	Total Time
CALL/DISPATCHED--DOMESTIC	9	00:00:17	00:02:37
CALL/DISPATCHED--FIRE - ALARM RESIDENTIAL	4	00:16:20	01:05:23
CALL/DISPATCHED--FIRE - VEHICLE	2	00:00:02	00:00:04
CALL/DISPATCHED--FOLLOW UP	19	00:06:16	01:59:22
CALL/DISPATCHED--FOOT PATROL	3	00:00:01	00:00:05
CALL/DISPATCHED--FOUND PROPERTY	5	00:14:16	01:11:22
CALL/DISPATCHED--FRAUD	7	00:17:44	02:04:08
CALL/DISPATCHED--GUN SHOT HEARD	1	00:00:41	00:00:41
CALL/DISPATCHED--HARASSMENT	23	00:08:24	03:13:27
CALL/DISPATCHED--HAZARD - GENERAL	6	00:00:45	00:04:32
CALL/DISPATCHED--ILLEGAL DUMPING	1	00:00:00	00:00:00
CALL/DISPATCHED--INFORMATION	18	00:13:52	04:09:47
CALL/DISPATCHED--INTOXICATED SUBJECT	5	00:00:02	00:00:13
CALL/DISPATCHED--LIQUOR LAW VIOLATION	3	00:09:52	00:29:38
CALL/DISPATCHED--LIQUOR LICENSE INSPECTION	3	00:00:07	00:00:23
CALL/DISPATCHED--LIVESTOCK	5	00:00:52	00:04:20
CALL/DISPATCHED--LOST PROPERTY	10	00:17:32	02:55:26
CALL/DISPATCHED--MEDICAL - GENERAL	8	00:04:11	00:33:28
CALL/DISPATCHED--MENTAL HEALTH	5	00:03:17	00:16:25
CALL/DISPATCHED--MISSING PERSON	9	00:31:55	04:47:15
CALL/DISPATCHED--MOTOR VEHICLE ACCIDENT - HIT & RUN	7	00:19:50	02:18:51
CALL/DISPATCHED--MOTOR VEHICLE ACCIDENT - INJURIES	2	00:00:25	00:00:50
CALL/DISPATCHED--MOTOR VEHICLE ACCIDENT - PROPERTY DAMAGE	12	00:01:02	00:12:27
CALL/DISPATCHED--MOTORIST ASSIST	4	00:00:09	00:00:36
CALL/DISPATCHED--NOISE COMPLAINT	4	00:00:03	00:00:14
CALL/DISPATCHED--PARKING PROBLEM	13	00:02:27	00:32:02
CALL/DISPATCHED--PEDESTRIAN CONTACT	1	00:00:00	00:00:00
CALL/DISPATCHED--PROTECTION ORDER VIOLATION	4	00:02:13	00:08:53
CALL/DISPATCHED--REDDI REPORT	22	00:04:01	01:28:24
CALL/DISPATCHED--SECURITY CHECK	64	00:00:13	00:14:23
CALL/DISPATCHED--SUICIDAL SUBJECT	1	00:07:39	00:07:39
CALL/DISPATCHED--SUSPICIOUS ACTIVITY	4	00:01:37	00:06:29
CALL/DISPATCHED--SUSPICIOUS PERSON	10	00:06:00	01:00:06
CALL/DISPATCHED--SUSPICIOUS VEHICLE	1	00:05:58	00:05:58
CALL/DISPATCHED--THEFT	16	00:18:21	04:53:40
CALL/DISPATCHED--TRAFFIC COMPLAINT	19	00:12:55	04:05:25
CALL/DISPATCHED--TRAFFIC CONTROL	15	00:04:16	01:04:11
CALL/DISPATCHED--TRAFFIC MISC	47	00:02:16	01:46:59
CALL/DISPATCHED--TRAFFIC STOP	176	00:00:23	01:08:51
CALL/DISPATCHED--TRAINING	14	00:00:11	00:02:40
CALL/DISPATCHED--TRESPASSING	5	00:07:12	00:36:03
CALL/DISPATCHED--VIN INSPECTION	20	00:00:10	00:03:22
CALL/DISPATCHED--WELFARE CHECK	12	00:06:59	01:23:54
CALL/DISPATCHED--WILDLIFE	2	00:03:51	00:07:42
CALL/ENROUTE--911 ACCIDENTAL	5	00:03:07	00:15:39
CALL/ENROUTE--911 UNKNOWN	8	00:05:38	00:45:09
CALL/ENROUTE--ABANDONED VEHICLE	2	00:00:01	00:00:02
CALL/ENROUTE--ANIMAL COMPLAINT	19	00:07:51	02:29:23
CALL/ENROUTE--AREA CHECK	4	00:00:01	00:00:05
CALL/ENROUTE--ASSAULT	2	00:04:22	00:08:44
CALL/ENROUTE--ASSIST OTHER - SELF DISPATCHED	1	00:01:30	00:01:30
CALL/ENROUTE--ATTEMPT TO LOCATE	1	00:00:00	00:00:00
CALL/ENROUTE--BURGLAR ALARM	6	00:05:12	00:31:15
CALL/ENROUTE--BURGLARY	5	00:28:44	02:23:44
CALL/ENROUTE--BUSINESS CHECK	2	00:04:13	00:08:27
CALL/ENROUTE--CHILD IN NEED SUPERVISION	9	00:05:31	00:49:42
CALL/ENROUTE--CITIZEN ASSIST	1	00:05:04	00:05:04
CALL/ENROUTE--CODE VIOLATION	1	00:09:29	00:09:29
CALL/ENROUTE--COMMUNITY RELATIONS	4	00:04:13	00:16:54
CALL/ENROUTE--CONSENT CONTACT	2	00:02:25	00:04:50
CALL/ENROUTE--CRIMINAL MISCHIEF	7	00:12:45	01:29:19
CALL/ENROUTE--DISRUPTIVE PERSON	14	00:05:39	01:19:13
CALL/ENROUTE--DISTURBANCE - FIGHT	4	00:03:58	00:15:55
CALL/ENROUTE--DOMESTIC	7	00:03:08	00:22:01
CALL/ENROUTE--FIRE - ALARM RESIDENTIAL	2	00:04:47	00:09:35
CALL/ENROUTE--FIRE - VEHICLE	2	00:02:35	00:05:11
CALL/ENROUTE--FOOT PATROL	2	00:00:00	00:00:01
CALL/ENROUTE--FOUND PROPERTY	1	00:03:43	00:03:43
CALL/ENROUTE--GUN SHOT HEARD	1	00:01:35	00:01:35
CALL/ENROUTE--HARASSMENT	5	00:05:41	00:28:27
CALL/ENROUTE--HAZARD - GENERAL	3	00:05:35	00:16:46
CALL/ENROUTE--INFORMATION	3	00:06:05	00:18:16
CALL/ENROUTE--INTOXICATED SUBJECT	6	00:07:39	00:45:57
CALL/ENROUTE--LIVESTOCK	5	00:10:23	00:51:58
CALL/ENROUTE--LOST PROPERTY	3	00:23:54	01:11:42
CALL/ENROUTE--MEDICAL - GENERAL	4	00:03:49	00:15:18
CALL/ENROUTE--MENTAL HEALTH	9	00:05:40	00:51:07
CALL/ENROUTE--MISSING PERSON	8	00:28:23	03:47:04
CALL/ENROUTE--MOTOR VEHICLE ACCIDENT - HIT & RUN	2	00:15:56	00:31:53
CALL/ENROUTE--MOTOR VEHICLE ACCIDENT - INJURIES	2	00:03:03	00:06:07
CALL/ENROUTE--MOTOR VEHICLE ACCIDENT - PROPERTY DAMAGE	8	00:04:01	00:32:13
Totals	4537		2036:57:16

Activity	Total	Avg. Time/Act	Total Time
CALL/ENROUTE--MOTORIST ASSIST	2	00:00:01	00:00:02
CALL/ENROUTE--NOISE COMPLAINT	2	00:03:53	00:07:46
CALL/ENROUTE--PARKING PROBLEM	3	00:03:10	00:09:32
CALL/ENROUTE--PROTECTION ORDER VIOLATION	4	00:07:12	00:28:51
CALL/ENROUTE--REDDI REPORT	10	00:09:30	01:35:06
CALL/ENROUTE--SECURITY CHECK	4	00:00:00	00:00:03
CALL/ENROUTE--SUSPICIOUS PERSON	3	00:02:50	00:08:32
CALL/ENROUTE--THEFT	2	00:08:33	00:17:07
CALL/ENROUTE--TRAFFIC COMPLAINT	6	00:06:07	00:36:42
CALL/ENROUTE--TRAFFIC MISC	4	00:00:52	00:03:28
CALL/ENROUTE--TRAFFIC STOP	26	00:05:46	02:30:00
CALL/ENROUTE--TRAINING	4	01:55:15	07:41:00
CALL/ENROUTE--TRESPASSING	2	00:03:05	00:06:10
CALL/ENROUTE--WELFARE CHECK	9	00:06:05	00:54:46
COURT DUTY	2	02:08:12	04:16:25
MEAL BREAK	5	00:38:47	03:13:57
MEETING	10	02:29:51	24:58:39
OFFICE (FOLLOW UP)	57	02:21:29	134:24:33
OUT OF SERVICE (TEMPORARILY)	5	02:07:42	10:38:34
REPORTS	17	02:28:39	42:07:16
SPECIAL ASSIGNMENT	5	00:12:37	01:03:06
STATUS CHECK	195	00:46:05	149:47:17
TRAINING	21	01:51:02	38:51:57
VEHICLE MAINTENANCE/FUEL	43	00:09:19	06:41:01
Totals	4537		2036:57:16



Printed 2026-6-1 12:14:35

Planning Department Monthly Report

Minor and Major Site Plans Under Review

Currently the Town has four active site plan applications under review.

A provision in the code allows the Board to call up minor or major site plans for review if the Board desires to dive deeper into a project. (Three members of the Board would need to request a call-up to place a site plan on an agenda.)

Any application referred to or called up to the Board of Trustees shall first require a public hearing before the Planning and Zoning Commission to provide a recommendation on the application and shall be noticed.

Site Plans that may be called up:

- PZ 25-031 O'Reilly's Auto Parts New Store – Minor Site Plan
- PZ 25-034 Rustic Haven Co-Housing – Major Site Plan
- PZ 26-017 Boys and Girls Club – Major Site Plan
- PZ 26-015 Stage Depot Multifamily Condos – Minor Site Plan

Development Review Software Rollout

Planning staff continue working with GovWell in preparation for a public launch by the end of June. Staff have built and tested more than 40 application types within the new system, including planning applications, permits, licenses, and development review workflows.

GovWell is expected to significantly improve customer service, transparency, and review efficiency by providing:

- A single online portal for all Planning Department applications and permits;
- Real-time application status tracking for applicants;
- Centralized document management and record retention;

Staff anticipate the system will be publicly available by the end of June and will continue conducting internal testing and workflow refinements throughout the rollout process. Because the software is funded through a two-year DOLA grant, staff will return to the Board at a later date to discuss long-term maintenance funding options.

Data Center Moratorium

Staff has continued research regarding data center uses and associated land use considerations. Following Board direction, staff prepared a proposed temporary moratorium to allow time for research and development of use-specific regulations. The Planning and Zoning Commission held an introductory discussion on May 20 and generally supported additional research regarding infrastructure, water demand, noise, visual impacts, environmental considerations, and compatibility with community character.

Temporary Vendors

Temporary vending activity remains strong for the 2026 season.

21 total temporary vendor permits/applications

- 6 active permits
- 13 renewal applications
- 2 pending applications

Current vendor breakdown:

- 17 food vendors
- 1 general retail vendor
- 1 personal service vendor

While most applicants ultimately achieve compliance, staff continue to spend considerable time assisting vendors with meeting code requirements, obtaining approvals from referral agencies, and resolving operational issues identified during permit review and inspections. Staff will continue monitoring trends throughout the season and will notify the Board if recurring issues warrant future code amendments or policy discussions.

Colorado Preservation, Inc. "On the Road" Conference

Buena Vista will host Colorado Preservation, Inc.'s 2026 "On the Road" conference on June 13–14, bringing approximately 75–150 preservation professionals, local leaders, and community advocates from across Colorado to Buena Vista. The two-day event will showcase the community's historic resources through educational sessions, site tours, and discussions focused on how historic preservation contributes to healthy, vibrant communities. The conference also presents an opportunity to highlight local preservation efforts, including recent work surrounding the Pearl Theater and other historic assets, while promoting Buena Vista as a leader in preserving community character and heritage.

Find out more: <https://my-bv.com/colorado-preservation-inc-on-the-road-in-buena-vista>

Transportation Master Plan Update

The Town has initiated an update to its Transportation Master Plan (TMP), the first comprehensive update since adoption of the existing plan in 2004. The project is currently in the community engagement and needs assessment phase, and residents are encouraged to provide feedback through the online interactive comment map and survey. Public input will help identify transportation priorities, safety concerns, connectivity needs, and implementation priorities as the Town develops a long-range transportation strategy that reflects current conditions, community priorities, and future growth. An open house is scheduled for July 9, 2026.

Find out more: <https://my-bv.com/transportation-master-plan-2026>

Water Allocation: No updates since last month

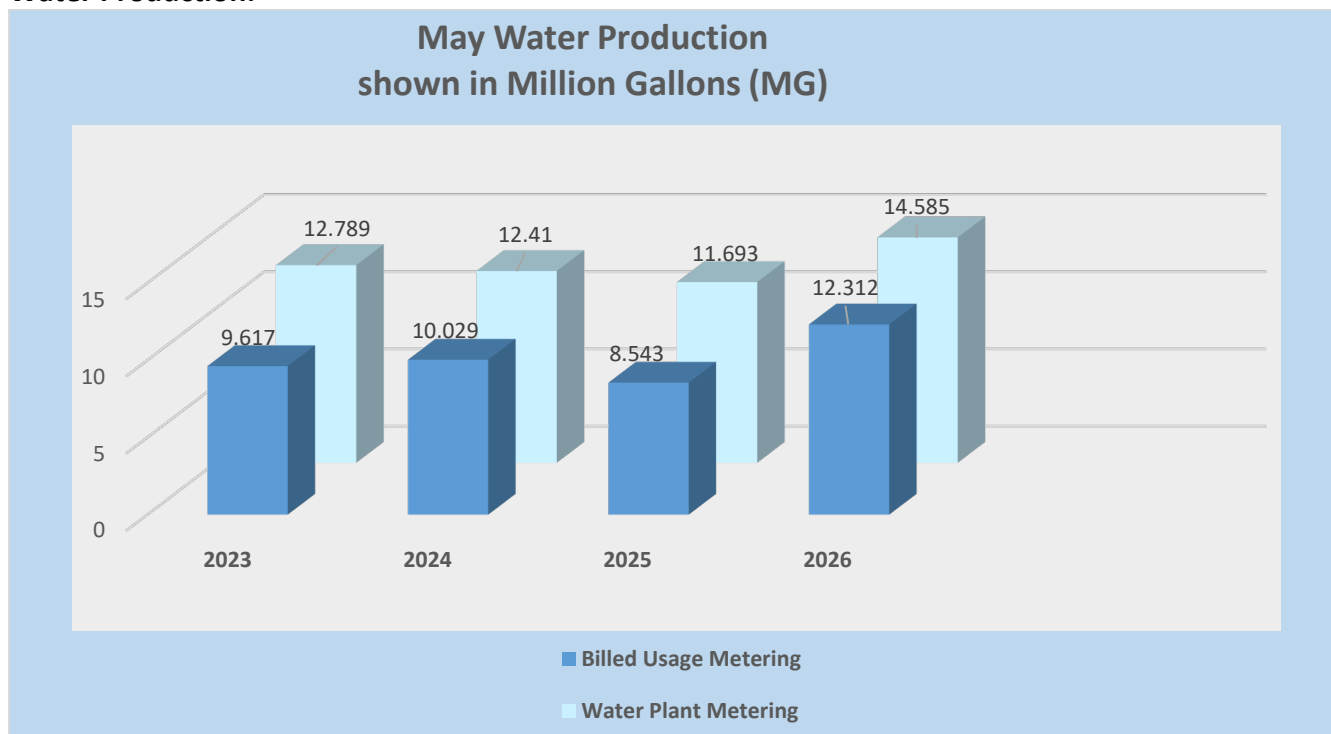
THE TOWN OF
PO BOX 2002 • 755 GREGG DR.
BUENA VISTA, COLORADO 81211



BUENA VISTA
P: 719.395.6898 • F: 719.395.8713
WEB: WWW.BUENAVISTACO.GOV

DATE: June 9th, 2026
TO: Mayor and Board of Trustees
FROM: Shawn Williams, Public Works Director
RE: Public Works Staff Report

Water Production:



Monthly Production for May

Master Meter	Billed/Consumption	Fill Station	Fire Hydrant Flushing, Construction & Fire Department
14.585 MG	12.312 MG	1,000 Gallons	42,500 Gallons

Ivy League Production for May

Master Meter	Billed Consumption	Unaccounted %
0.667 MG	0.483 MG	28% = 0.184 MG

Town Unaccounted Water for May = 14% Loss

Water:

- DOC Water Line Abandonment
- Upper Zone Backup Generator, Scheduling Electrician
- Gallery GWUDI and Water Distribution Sampling On-going 2026
- Inspections
- Utility Locates
- Service Line Inspections
- Comprehensive Tank Inspections

Engineering and CIP:

- Water Rate Study and Financial Plan Kick Off Meeting held last week
- Well #4 Project Manual Review
- EPA Emergency Response Plan
- Development Review and Site Inspections
- Evaluation of Rodeo Road/County Road 321 and Gregg Drive Traffic Intersection and Crosswalk Installations

Administration:

- Water Compliance and Monitoring Reporting
- Permitting & Tracking
- Public Improvements Inspections
- Development Review and Tracking
- Drought Preparedness
- Working with Wright Water, Division of Water Recourses and Upper Arkansas Water Conservancy District to keep Town Lake Full

Development and Projects Constructing:

- The Crossing & Apartments
- Carbonate Street Apartments
- Sunset Vista
- Several Infill

Streets:

- Working on the Paving and Stormwater Design for Pinon, Beldan and Arkansas Streets.
- Planning the Sidewalk and Curb & Gutter replacements to correct tree damage in various locations in town
- Striping and Painting
- Sidewalk Trip Hazzard cutting (ADA)
- Preparing for chipseal Project
- Street Signage Inspections
- Sidewalk Replacements

Parks:

- Installing the Cemetery Fence (Parks and Public Works) delayed
- Turning on Parks and Facility Irrigation Systems
- Turf Management and Re-seeding
- Rodeo Grounds site prepping for Rodeo Event

- River Park Boathouse Stairway



- Main Street Flowers Installed

**Fleet:**

- Normal Operations
- Fleet Inventory Assessment

Building Maintenance and Custodial:

- Normal Operations

Upcoming Events:

- Collegiate Peaks Stamped Rodeo June 12th & 13th

Respectfully Submitted,

Shawn Williams

Shawn Williams, Public Works Director

THE TOWN OF
PO BOX 2002 • 210 E. MAIN ST.
BUENA VISTA, COLORADO 81211



BUENA VISTA
P: 719.395.8643 • F: 719.395.8644
WEB: WWW.BUENAVISTACO.GOV

DATE: June 9, 2026
TO: Mayor and Board of Trustees
FROM: Ed Barkowski, Town Clerk
RE: May Town Clerk Report

LIQUOR LICENSES

- 0 New
- 4 Renewed
 - **Terrace** – 330 East Main Street / *Tavern*
 - **Eddyline South Main** – 926 South Main / *Hotel & Restaurant*
 - **Deerhammer** – 321 East Main Street / *Distillery Pub*
 - **Rally Liquor** – 402 US Hwy 24 / *Retail Liquor Store*
- 2 Special Event Permits
 - **BV Event Cooperative** – McPhelemy Park / *BVEC Summer Concert Series, 5/30, 7/4, 8/1, 9/19*
 - **Collegiate Peaks Stampede Rodeo** – Rodeo Grounds / *Stampede Rodeo, 6/12, 6/13*

MARIJUANA LICENSES

- 1 Renewed
 - **Ascend Cannabis Company** – 204 E. Main St. / *Medical & Retail*

BUSINESS LICENSES

- 4 New
 - **Legion Earthworks LTD** – 709 S Gunnison Ave / *Excavation*
 - **David Mikulak** – 541 Park Lane / *Arborist consulting*
 - **Ana's Gone Bananas LLC** – 107 Main Street / *Frozen desserts*
 - **Good Karma Peach Company LLC** – 421 US Hwy 24 / *Fruit stand*
- 2 Renewed

SHORT-TERM RENTAL LICENSES

- 0 New

CEMETERY & NOTARY

- 1 Site Sales
- 2 Interments
- 11 Notarizations

Drought Preparedness and Response

June 9th, 2026

Board of Trustee
Presentation and
Discussion

Shawn Williams,
Public Works Director



Presentation Objectives

- Show Drought Preparedness and Response Resources
- Review Drought Conditions and Risks
- Review Water Supply and Vulnerabilities
- Drought Response Framework
- Review Conservation Goals/Strategies
- Discussion

Resources and Literature

Colorado Water Conservation Board

- Drought Management Planning: A Guide for Water Providers
- Drought Plan Worksheets

American Water Works Association:

- M60 Manual, Drought Preparedness and Response

Engineering Teams

- Wright Water Engineers
- Swiftwater Consultants

Colorado Water Conservation Board (CWCB)

- ▶ The Colorado Water Conservation Board (CWCB) provides comprehensive resources for drought planning through its Drought Planning Toolbox, focusing on risk assessment, mitigation, and response. Key resources include the 2020 Drought Management Planning: A Guide for Water Providers and associated worksheets to help local governments develop actionable plans.
- ▶ **Key Components of CWCB Drought Planning**
- ▶ **Planning Guides:** The CWCB offers tailored guidance, such as the Municipal Drought Management Plan Guidance Document and the Drought Planning Handbook for Agricultural Producers.
- ▶ **Support & Funding:** The Colorado Water Plan offers grants for water conservation and drought mitigation projects.
- ▶ **Task Force Activation:** In March 2026, Governor Polis activated the state's Drought Task Force and Phase 2 of the Drought Response Plan due to worsening conditions.
- ▶ **Components of a Plan:** Effective plans include identifying water supply systems, analyzing demand, establishing triggers for action, and implementing mitigation strategies.

CWCB

Droughts are a natural phenomenon of Colorado's climate and as such Colorado municipal water providers must anticipate and plan for droughts. The need for drought planning was emphasized for many providers from 2001 to 2003, during Colorado's most intense drought since streamflow recording began. In 2002, Colorado stream flows were the lowest in over 100 years of records and tree ring data suggests flows were the lowest in 300 to 500 years. Although the 2001 to 2003 drought was relatively intense, evidence indicates that droughts of this magnitude will occur again.

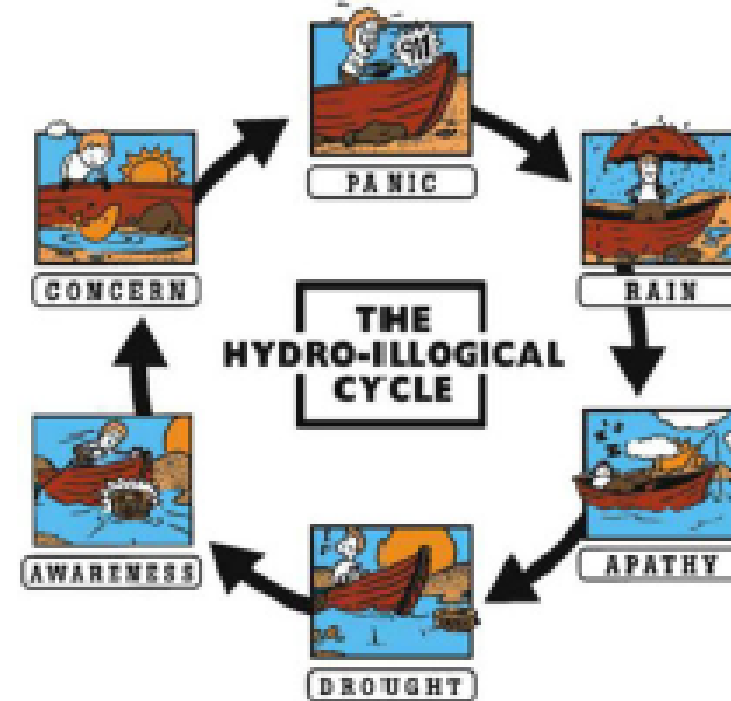


Figure 1. Why Plan? Many water users react to droughts in the manner depicted here. During normal or wet years, water users are apathetic to drought planning and do not take action to prepare for the inevitability of the next drought. Logically, during crisis is the worst time to make a plan – a time when mitigation measures should be enacted, not devised. Source: National Drought Mitigation Center

American Water Works Association (AWWA)

- ▶ The AWWA M60 Manual: Drought Preparedness and Response provides a comprehensive, step-by-step strategy to anticipate, plan for, and respond to water shortages. It covers mitigation strategies, drought triggering levels, and demand reduction, making it a critical tool for water utility sustainability.
- ▶ **Key Features of the M60 Manual**
- ▶ **Structured Planning:** Guides users through a seven-step planning process for creating or updating a Water Shortage Contingency Plan.
- ▶ **Core Steps Included:**
 - ▶ Form a water shortage response team.
 - ▶ Forecast supply in relation to demand.
 - ▶ Balance supply and demand and assess mitigation options.
 - ▶ Establish triggering levels.
 - ▶ Develop a staged demand reduction program.
 - ▶ Adopt the plan.
 - ▶ Implement the plan.
- ▶ **Tools & Strategies:** Offers practical methods for drought mitigation and includes an Appendix A: Water Shortage Contingency Planning Checklist to track tasks.

Engineering Teams

Wright Water Engineers

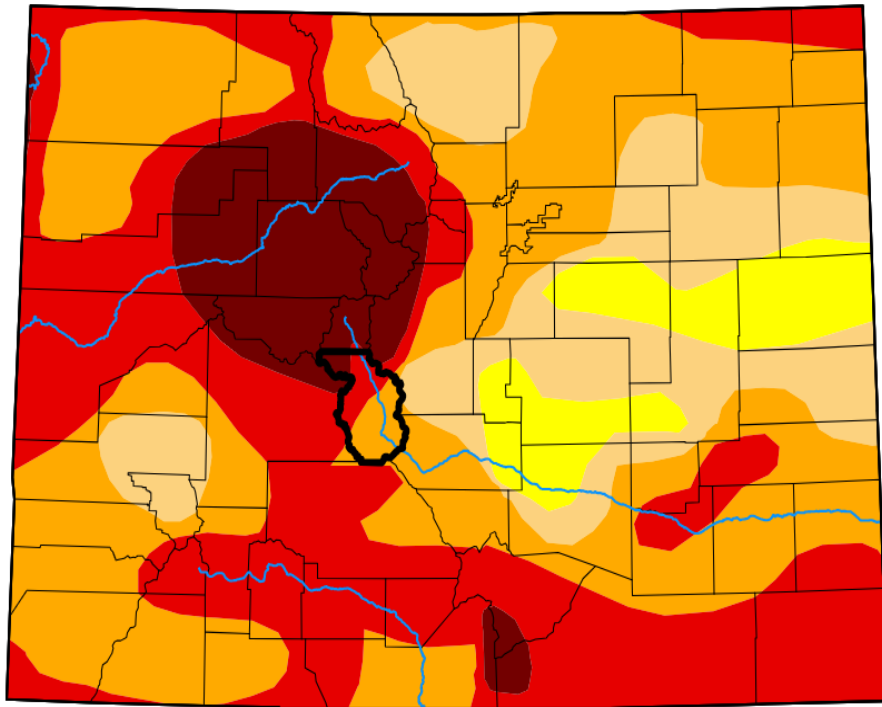
- Decades of experience working with the Town of Buena Vista
- Water Conservation Master Plan
- Water Rate Studies

Swiftwater Solutions

- Years of experience working with the Town
- Water Conservation and Efficiency Plan
- Water Rate Study and Financial Planning

Current Colorado Drought Condition

▶ US Drought Monitor Map For Chaffee County



Intensity

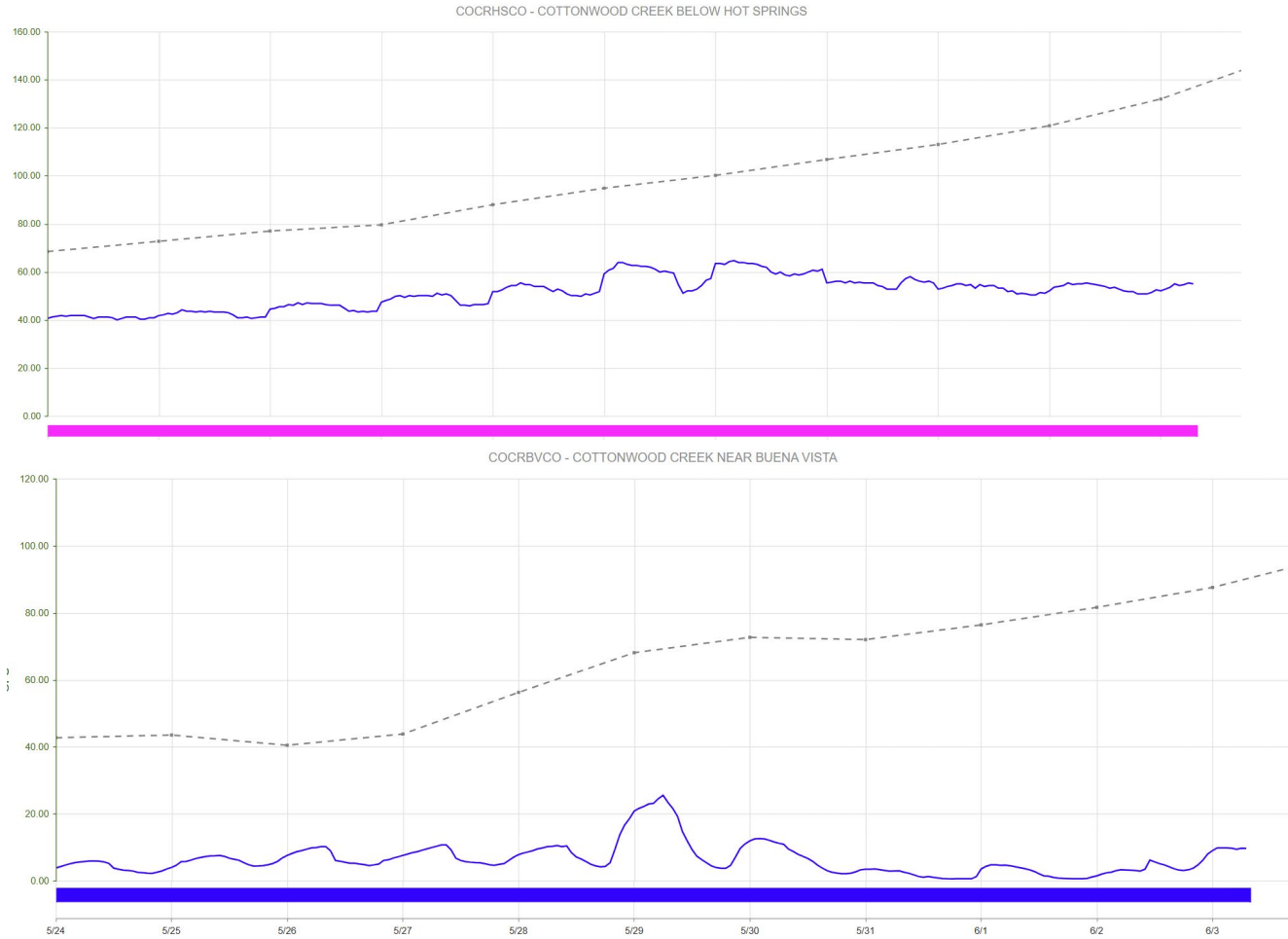
- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)
- No Data

Authors

United States and Puerto Rico Author(s):

Current Conditions

▶ Below Average Cottonwood Creek Stream Flow Data



Buena Vista Water System Overview

Water Sources (Entry Points)

- Infiltration Gallery
- Well #2
- Well #3

Water Rights Portfolio

- Typically a strong existing foundation of senior water rights to support current community through dry year scenarios.
- Buena Vista Water Works winter withdrawals (November through March) and other rights during irrigation season (April through October)
- Purchase Fryingpan-Arkansas Project Water is a valuable source of backup supply (future availability not assured). Approximately 900 AF in an account currently; average use roughly 100 AF per year.

Immediate Risks

Critical Water Shortages & Streamflow

- ▶ The Buena Vista (Cottonwood Creek) basin snowpack was extremely low this year. This accounts for stream flow which likely peaked earlier than usual and shows historically low levels.

Wildfire Threat

- ▶ While the Month of May has provided much needed moisture, the dry winter and lack of snowpack subsoil moisture remains low.

Agricultural and Ecological Strain

- ▶ Potential Water Calls limiting agriculture practices.

Buena Vista Primary Drought Vulnerability Assessment

- ▶ Lack of Snowpack = Lower than average Spring runoff and Stream Flows
- ▶ Project Water purchase limitations in 2026 (the Town has approximately 900-acre feet in storage).
- ▶ Wildfire impacts and Fire Protection
- ▶ Infrastructure risks (leaks and cross-connections)



Gorrel Head Gate
North Cottonwood Creek

Drought Planning Framework & Implementation

- ▶ Step 1: Form a water shortage response team.
- ▶ Step 2: Forecast supply in relation to demand.
- ▶ Step 3: Balance supply and demand and assess mitigation options.
- ▶ Step 4: Establish triggering levels.
- ▶ Step 5: Develop a staged demand-reduction program.
- ▶ Step 6: Adopt the plan.
- ▶ Step 7: Implement the plan.

Key Elements

Designating a Team

The first step in effective water shortage planning requires a response team with decision-making authority and clearly defined roles.

Setting Priorities

- ▶ Targeting changes in supply, demand, revenue, or infrastructure.
- ▶ Priorities for use

Timeline

- ▶ Establishing Schedules
- ▶ Maintaining Momentum
- ▶ Detailed Planning Timeline

Forecasting and Data Collection

Weather and Climate Data

- ▶ National Integrated Drought Information System (NIDIS)
- ▶ Precipitation
- ▶ Stream Flow
- ▶ Soil Moisture
- ▶ Drought Indices

Supply Data

- Local supply status
- Supply allocation and forecast
- Production records
- Surface water elevations
- Groundwater table/aquifer levels
- Reservoir levels

Demand Data

- Annual inputs to distribution system
- Customer consumption records
- Population records and growth projections
- Customer class characteristics
- Irrigated Acreages
- Annual volume of nonrevenue water losses

Balancing Supply and Demand

Responding to A Potential Shortage

Supply Augmentation

- ▶ Existing System Flexibility
- ▶ Increase Supplier Water Use Efficiency
- ▶ Expand Water Supply Portfolio with New Sources
- ▶ Collaboration

Demand Reduction

- ▶ Public Information Campaigns
- ▶ Restrictions
- ▶ Pricing/Rate Changes
- ▶ Rationing and Allocation Approaches
- ▶ Education, Citations, Fines
- ▶ Flow Restrictors
- ▶ Demand Offset Programs

Establishing Trigger Levels

Trigger Considerations

- What is the likelihood of the reservoir elevation, stream flow, or groundwater elevation dropping below a certain level?
- Are there additional supplies available under contract, and what would be the cost of increasing them?
- How often are water use restrictions needed?
- How large should the restrictions be and how long must they stay in effect?
- What is the appropriate timing for imposing restrictions (voluntary, mandatory, surcharge?)
- When should backup supply sources be activated?

Key Elements

Delayed Implementation

Water suppliers will face enormous pressure to not declare a water shortage. Plans that depend on a political body to determine when a drought has begun

Include Flexibility

- Gives the water supplier some flexibility and authority to adjust the trigger and action levels based on some predefined guidance
- 3-5 drought stages

Exit Strategy

- ▶ Specific guidelines for de-escalation of stages or exit from drought conditions.

Conservation Strategies

- ▶ Indoor Efficiency
- ▶ Outdoor Efficiency
- ▶ Municipal Leadership
- ▶ Public Outreach & Education

Developing a Staged Demand Reduction Program

Establish Stages

- ▶ Stage 1: Voluntary Action
- ▶ Stage 2: Mandatory Measures
- ▶ Stage 3: Water Rationing
- ▶ Stage 4: Extreme Water Rationing

Measures

- ▶ Short-term measures are cheaper and faster to implement.
- ▶ Long-term measures may provide permanent increased reliability

Consumer Perception

- ▶ Customer Expectations and “trade-off” perception
- ▶ Lag Time

Staged Drought Measurement Examples

Table 8: Response Strategies and Corresponding Drought Measures

Example Response Strategies	Drought Measures		
	Stage 1	Stage 2	Stage 3
Serve water in restaurants only upon request	Restaurants and catering businesses will be asked to voluntarily restrict serving water with meals except on customer's request.	Restaurants and catering businesses shall not automatically serve water with meals but may serve water when a customer requests it.	Restaurants and catering businesses shall not automatically serve water with meals but may serve water when a customer requests it.
Limit number of watering days per week	Customers will be asked to voluntarily reduce outdoor water use.	Water shall be limited to two days per week according to a watering schedule.	Water shall be limited to one day per week according to a watering schedule.
Establish percent water use reduction goals	Customers in the high public use category shall manage water use in a way that reduces their seasonal water use by 10 percent.	Customers in the high public use category shall manage water use in a way that reduces their seasonal water use by 20 percent.	Customers in the high public use category shall manage water use in a way that reduces their seasonal water use by 40 percent.

Adopting a Plan

Involve the Community

- Public Involvement Determines Effectiveness and Equity of the Program
- Formal Public Review
- Communication with Industry Representatives

- **Revenue Program**
- Balancing Costs and Revenues:
 - Raising water rates
 - Imposing water shortage surcharge
- Designated water shortage emergency account

Operational Preparedness

- ▶ Production Monitoring
- ▶ Leak Detection
- ▶ Emergency Procedures

Questions





June 2, 2026

Buena Vista STR Committee

Summary of Committee Process and Meeting Focus

Prepared for the Board of Trustees and Town Administrator

The Buena Vista Short-Term Rental Committee was convened as an advisory group to review the Town's current STR regulatory framework and develop non-binding recommendations for the Board of Trustees. The committee's work brought multiple perspectives into the same room, including lived experience related to housing, neighborhood impacts, tourism, local business, property ownership, and short-term rental operation. From the beginning, the process emphasized that the Trustees retain final decision-making authority, while the committee's role is to provide thoughtful, structured input to support policy review.

Across five meetings, the committee moved from relationship-building and perspective-sharing into policy development and code-specific recommendations. The process was intentionally sequenced to avoid jumping immediately to solutions. Instead, the committee first worked to understand what perspectives were represented, what problems members believed STR policy should address, what community values should be protected, and where flexibility might exist. This foundation helped the committee later evaluate policy tools and recommendations within the structure of Buena Vista's current Article VII Short-Term Rental Properties code.

Meeting 1: Understanding Who Was in the Room

The first meeting focused on grounding the committee's work, clarifying roles, and understanding the perspectives represented in the room. Committee members reflected on their relationship to Buena Vista, their experience with STRs, and what they believed others might misunderstand about the issue. The meeting also established the committee's advisory role, the facilitator's neutral process role, and the Trustees' role as observers and final decision-makers.

The group also discussed working agreements and the importance of productive dialogue on a complex community issue. Early activities were designed to help members recognize that people may be looking at the same issue but seeing different things first. This helped set the tone for a process focused on listening, curiosity, and understanding tradeoffs rather than simply debating positions.

Meeting 2: What Must Policy Protect, and Where Is There Flexibility?

The second meeting moved the committee from perspective-sharing into policy framing. The meeting goal was to develop a shared understanding of key STR priorities and tradeoffs to inform emerging policy directions. Committee members worked in small groups and then as a full group to identify what STR policy must protect, where there may be room for flexibility, and where tensions exist between priorities.

Several core priorities emerged during this phase, including economic vitality, property rights, community and neighborhood stability, workforce housing, and the importance of STRs as part of the local economy and visitor lodging system. The committee also identified tensions, including neighborhood character versus tourism, property rights versus tighter regulation, and public perception versus available information about long-term



renters and owner-occupants. The group also began identifying questions for Town staff, legal counsel, or future review, including questions related to fines, code enforcement, service impacts, complaint data, percentage-based caps, and “use by right.”

Meeting 3: Working Within the Existing Municipal Code

The third meeting shifted from broad policy values to the “how” of policy. The committee worked within the existing municipal code framework and began identifying which areas of the STR policy might need to be updated, adjusted, refined, eliminated, or clarified. The committee reviewed policy tool areas such as zoning/location, density or caps, licensing, ownership/use, and operations/enforcement.

During this meeting, several policy ideas began to take shape. The group also generated staff and legal questions related to zoning, percentage-based caps, housing-stock data by zone, business licensing, and license structures based on duration or seasonality.

Meetings 4 and 5: Developing Code-Specific Recommendations

Meetings 4 and 5 focused on developing recommendations for the current Buena Vista STR Municipal Code, specifically Article VII, Short-Term Rental Properties. Rather than drafting a wholly new regulatory system, the committee reviewed the existing code section by section and considered what should be kept, clarified, refined, changed, or elevated for staff/legal review. Also recorded were “outlier” recommendations, when there was not consensus among the whole group.

Overall Process and Next Step

The five-meeting process was designed to move the committee from individual perspectives to shared priorities, then from policy tools to code-specific recommendations. The committee worked to identify areas of consensus, note outlier or additional perspectives, and flag issues requiring staff, legal, administrative, or data review.

Final recommendations are expected to be submitted to the Town Administrator by end of day Wednesday, June 10. The final recommendation packet will provide a more detailed section-by-section summary of proposed changes, areas where no change is recommended, items requiring legal or staff review, and any outlier or additional perspectives the committee believes should be documented for the Board of Trustees.

Sincerely,
Katie Davis

THE TOWN OF
PO BOX 2002 713 E MAIN ST.
BUENA VISTA, CO 81211



BUENA VISTA

P: 719-581-1166
EMAIL: PLANNING@BUENAVISTACO.GOV

DATE: June 3, 2026

TO: Board of Trustees

FROM: Marika Kopp, Planning Director

RE: Temporary Moratorium on Data Centers

Request: Consider adoption of Ordinance No. 13, Series 2026, establishing a temporary moratorium on the acceptance, processing, and approval of applications for data center uses within the Town of Buena Vista.

Background: During Staff and Trustee Interaction at the May 12, 2026 Board of Trustees meeting, Planning staff requested direction regarding a potential moratorium on data center uses. The request stems from the growing national conversation surrounding data center development and the recognition that many communities are being asked to review these projects without regulatory frameworks specifically designed to address their unique operational characteristics and impacts.

Currently, the Town's Unified Development Code does not define or regulate data centers as a distinct land use. As a result, any proposal would likely be reviewed under existing industrial or utility-related provisions that may not adequately address potential impacts associated with these facilities, including water consumption, energy demand, noise generation, visual impacts, emergency power systems, and long-term infrastructure needs.

Proposed Moratorium:

The proposed ordinance would establish a temporary moratorium on the acceptance, processing, and approval of applications for data centers through December 9, 2026.

The purpose of the moratorium is to provide the Town sufficient time to:

- Research data center development trends and regulatory approaches utilized by other communities;
- Evaluate potential impacts to municipal infrastructure, water resources, utility systems, environmental resources, and surrounding land uses;
- Engage stakeholders and the public regarding community priorities and concerns;
- Develop code amendments and review criteria specific to data center uses.

The moratorium would apply to principal-use data centers, including facilities associated with cloud computing, artificial intelligence computing, cryptocurrency mining, colocation services, and similar digital information processing activities. Accessory server or networking equipment that supports an otherwise permitted primary use would not be subject to the moratorium.

Planning and Zoning Commission Discussion: The Planning and Zoning Commission held an introductory discussion regarding data centers on May 20, 2026. Commissioners generally supported additional research and development of use-specific regulations before the Town considers permitting these facilities. Discussion focused on water consumption, wastewater impacts, electrical infrastructure capacity, backup power systems, noise from cooling equipment, visual impacts, compatibility with Buena Vista's outdoor recreation character, effects on wildlife and natural resources, emergency response considerations, and the need to define data centers based on scale and intensity. The Commission also discussed potential public benefits, public engagement requirements, and appropriate review criteria. The Commission directed staff to continue research and return with potential regulatory approaches for future consideration.

Staff Recommendation: Staff recommends approval of Ordinance No. 13, Series 2026, establishing a temporary moratorium on data center applications through December 9, 2026, to allow adequate time for research, public engagement, and development of appropriate land use regulations.

**TOWN OF BUENA VISTA, COLORADO
ORDINANCE NO. 13
(SERIES OF 2026)**

**AN EMERGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON
THE ACCEPTANCE, PROCESSING AND APPROVAL OF APPLICATIONS FOR DATA
CENTERS IN THE TOWN OF BUENA VISTA, COLORADO**

WHEREAS, the Town currently does not permit data centers pursuant to its land use regulations;

WHEREAS, the Town desires to review and study the use of property for data centers and while doing so, impose a moratorium, to ensure any data center use is considered pursuant to adequate regulations to balance the interest of owners against the public interest in regulating the development and potential impacts of data centers;

WHEREAS, the Town requires time to evaluate its current regulations and potentially develop data center specific regulations;

WHEREAS, the moratorium imposed by this Ordinance is intended to prevent the issuance of any permits for data centers in the Town on a temporary basis in order to allow the Town to analyze and apply the state of the law and regulations, to draft appropriate ordinances pertaining to the same, and to allow public comment prior to adoption of any such ordinance; and in order to protect the health, safety, and welfare of the residents of the Town; and

WHEREAS, in light of the foregoing, the Board of Trustees wishes to institute an approximately six (6) month moratorium until December 9, 2026, on the submission, acceptance, processing, and approval of applications for data centers after the date of adoption of this Ordinance.

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

Section 1. Findings and Intent. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board of Trustees of the Town of Buena Vista.

Section 2. Moratorium. Effective upon the adoption of this Ordinance, a temporary moratorium on the acceptance, processing, and approval of any application for a data centers, as described in Section 3, within the Town is hereby imposed.

Section 3. Scope. This ordinance shall apply to data centers which are the principal use on a parcel or lot and are constructed and developed for the purpose of storing, processing, managing, transmitting, hosting, collocating, cloud computing, AI computing, cryptocurrency mining, or similar handling of digital information regardless of whether the equipment is owned by a single user, multiple tenants, or operated as a service for third parties. Accessory uses such as on-site servers, networking equipment, or other data processing facilities solely to support non-data center operations on the same parcel or lot are not subject to this moratorium.

Section 4. Duration. The moratorium shall remain in effect until December 9, 2026, unless extended or shortened by further action of the Board of Trustees.

Section 5. Authority. The Town Board hereby finds, determines, and declares that it has the power to adopt this Ordinance pursuant to the Local Government Land Use Control Enabling Act, Article 20 of Title 29C.R.S., and Part 3 of Article 23 of Title 31, C.R.S.

Section 6. Emergency Declaration. This Ordinance is being adopted as an emergency ordinance because permitting additional short-term rental licenses under the Town's current regulations could result in legal issues for the Town and could result in additional short-term rentals in the Town, which are inconsistent with the Town's interests in preserving neighborhood character, safety, and affordable housing opportunities.

Section 7. 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 is declared unconstitutional or invalid.

Section 8. Safety. This Ordinance is deemed necessary for the immediate protection of the health, welfare, and safety of the community.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED this ___ day of June, 2026.

THIS ORDINANCE SHALL BECOME EFFECTIVE UPON ADOPTION.

TOWN OF BUENA VISTA, COLORADO

By: _____
Libby Fay, Mayor

ATTEST:

Ed Barkowski, Town Clerk

(SEAL)



92

THE TOWN OF BUENA VISTA,
CENTRAL COLORADO REGIONAL
AIRPORT / AEJ

27960 County Road 319 • Buena Vista, CO 81211
(719) 395-3496 • ccramgr@buenavistaco.gov
www.buenavistaairport.com

MEMORANDUM

TO: Buena Vista Board of Trustees, Mayor, & Town Administrator
FROM: Chandra Swanson, AEJ Airport Manager
DATE: June 9, 2026
SUBJECT: Resolution No. 43 (Series of 2026) – Professional Services Agreement for Patriot Sons - Airport HVAC Install, Phase 2

Purpose

Staff requests Board approval to proceed with an **Agreement for Professional Services with Patriot Sons HVAC for Airport HVAC Installation, Phase 2**, based on Patriot Sons Estimate #396 in the gross amount of \$43,269.

The project is expected to receive a \$12,000 Tri-State rebate, reducing the net Town project cost to \$31,269. Because the revised scope and contractor estimate now exceeds the Town's \$25,000 purchasing threshold and the original \$22,000 budgeted amount, Trustee authorization is requested before staff proceeds.

Background & Capital Project Resequencing

The 2026 Airport capital improvement program included \$22,000 for HVAC Phase 2 within the Airport's \$125,333 capital project total. During the May 28, 2026 Trustee / Airport mid-year capital project resequencing discussion, the Board prioritized AWOS Relocation, Fuel Tank Inspection, GPU Repair, and Airport Terminal Building Repairs, while HVAC Phase 2 and the Annexation Plat were delayed **pending additional funding** from available flight testing revenue, or reduced costs on other Airport capital projects.

That resequencing did not cancel HVAC Phase 2; it delayed the project until reliable funding could be identified. The **Airport Manager has now secured an additional funding source through helicopter flight testing revenue** which can be utilized to cover the net HVAC project cost after the Tri-State rebate.

Project Scope

Patriot Sons HVAC proposes to add heat pumps to the existing Airport furnaces and evaporator coils at the CCRA terminal building. The quoted scope includes two 3-ton heat pumps for Units #3 and #4, four 5-ton heat pumps for Units #1, #2, #5, and #6, associated line sets, wiring, equipment

stands, disconnects, service whips, labor, taxes, permit, special tools, shop supplies, and factory start-up.

Airport HVAC, Phase 2 Replacement Project - Financial Summary

Item	Amount	Note
Original 2026 HVAC Phase 2 Budget	\$22,000	Included in the Airport capital improvement budget.
Patriot Sons HVAC Estimate #396 – Current Gross Project Amount	\$43,269	Contract authorization should be based on the gross vendor amount before rebate.
Anticipated Tri-State Rebate	(\$12,000)	Reduces the net Town project cost when received.
Net Project Cost (after rebate)	\$31,269	To be covered by earmarked helicopter flight testing revenue.
<i>Gross Amount above original HVAC budget</i>	\$21,269	\$43,269 less \$22,000.
<i>Net amount above original HVAC budget after rebate</i>	\$9,269	\$31,269 less \$22,000.

Requested Board Action

Airport Manager requests Trustee’s consideration of **Resolution No. 43 (Series of 2026)** to:

- 1) Authorize Town staff to proceed with Patriot Sons HVAC estimate and services agreement for Airport HVAC Installation, Phase 2, in an amount not to exceed \$43,269 before rebate, recognizing the anticipated \$12,000 Tri-State rebate and the resulting net project cost of \$31,269; and
- 2) Authorizing Town staff to use earmarked helicopter flight testing revenue for the net project cost.

Attachments

- Resolution No. 43 - Professional Services Agreement for Patriot Sons - Airport HVAC Install, Phase 2
- Exhibit A - Professional Services Agreement for Patriot Sons - Airport HVAC Install, Phase 2
- Exhibit B – Patriot Sons HVAC Estimate #396 - BV Airport HVAC Replacement, Phase 2

TOWN OF BUENA VISTA, COLORADO**RESOLUTION NO. 43**

Series 2026

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF BUENA VISTA, COLORADO, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH PATRIOT SONS HVAC FOR AIRPORT HVAC INSTALLATION, PHASE 2; AUTHORIZING A REVISED PROJECT SCOPE AND CONTRACTOR SELECTION ABOVE THE TOWN'S \$25,000 PURCHASING THRESHOLD; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the Town of Buena Vista owns and operates Central Colorado Regional Airport as a municipal airport and public enterprise resource;

WHEREAS, the Town budgeted \$22,000 in 2026 for Airport HVAC Installation, Phase 2, within the Airport's 2026 capital improvement project total;

WHEREAS, the original contractor was unavailable to provide an itemized equipment list and an installation plan and timeline according to the original estimate;

WHEREAS, a second contractor, **Patriot Sons HVAC**, submitted *Estimate #396 (attached as Exhibit B)* for Airport HVAC Installation, Phase 2, in the gross amount of \$43,269;

WHEREAS, the project is expected to receive a \$12,000 Tri-State rebate, reducing the estimated net Town project cost to \$31,269;

WHEREAS, the gross project amount exceeds the Town's \$25,000 purchasing threshold, and Patriot Sons HVAC is not the contractor originally contemplated for the project, making Board authorization appropriate before staff proceeds;

WHEREAS, the Airport Manager has identified helicopter flight testing revenue as an additional Airport funding source to cover the estimated net project cost after application of the anticipated rebate; and

WHEREAS, the Board of Trustees finds that approval of the **Agreement for Professional Services** with Patriot Sons HVAC (**attached as Exhibit A**) is in the best interests of the Town and Central Colorado Regional Airport to maintain and replace aging and critical Airport HVAC infrastructure.

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

Section 1. The **AGREEMENT FOR PROFESSIONAL SERVICES** with Patriot Sons HVAC (**attached as Exhibit A**) for the Airport HVAC Installation, Phase 2, together with Patriot Sons HVAC *Estimate #396 (attached as Exhibit B)*, is hereby approved in substantially the form

presented to the Board, subject to final review and approval as to form by the Town Administrator.

Section 2. The Town is authorized to proceed with the Patriot Sons HVAC scope in an amount not to exceed \$43,269 before rebate. The Board acknowledges the anticipated \$12,000 Tri-State rebate and the resulting estimated net Town project cost of \$31,269.

Section 3. The Board authorizes use of Airport helicopter flight testing revenue for the estimated net project cost and expressly authorizes staff to proceed with revised Patriot Sons HVAC Phase 2 scope notwithstanding the original \$22,000 budgeted amount and the Town's \$25,000 procurement threshold.

Section 4. The Mayor, Town Administrator, or their authorized designee is authorized to execute the Agreement for Professional Services, rebate materials, and any related documents necessary to carry out this Resolution, provided that the final documents are consistent with the approval granted herein.

RESOLVED, APPROVED AND ADOPTED this 9th day of June, 2026.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Libby Fay, Mayor

ATTEST:

Ed Barkowski, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 9th day of June, 2026, by and between the TOWN OF BUENA VISTA, 210 East Main Street, Buena Vista, Colorado 81211, a Colorado municipal corporation (the "Town"), and **Patriot Sons HVAC**, an independent contractor with a principal place of business at **228 Blazing Saddle Trail, Cotopaxi, Colorado 81223** ("Consultant") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant as set forth in the Scope of Services, provided that advance written approval by the Town shall be required prior to Consultant commencing any work in excess of **forty-three thousand, two hundred and sixty-nine dollars (\$43,269.00)**. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by

the Town for such fees, costs and expenses. Consultant shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

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

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and

maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

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

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$1,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

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

liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B
SCOPE OF SERVICES

See Exhibit B - Patriot Sons HVAC Estimate #396 - BV Airport HVAC Replacement, Phase 2, attached hereto.

patriot sons hvac 228 Blazing Saddle Trail, Cotopaxi, CO 81223
7208415468 | patriotsonshvac@gmail.com



Estimate #396

Estimate for BUENA VISTA AIRPORT

Option #1

\$43,269.00

Services	Qty	Unit price	Amount
<p>ADD HEAT PUMPS TO EXISTING FURNACES and EVAPORATOR COILS</p> <p>To supply Heat Pumps to existing 3 Ton Goodman Evaporator coils. (FOR DUEL FUEL)</p> <p>Units #3 and #4: Goodman GLZS4BA3610, Single Stage Heat Pumps</p> <ul style="list-style-type: none"> ☆ Energy Star ☆ Efficiency - up to 15.2 SEER ☆ HSPF2 - 7.8 ☆ Maximum overcurrent protection (MOP) <p>35</p> <ul style="list-style-type: none"> ☆ Rated loaded amps (RLA) 20.8 ☆ 208/230V Single Phase ☆ Horse power 0.333 HP ☆ Capacity - 3 Ton (36,000 BTU/H) ☆ Refrigerant - R-32 (A2L Compatible) ☆ Smart shift technology to ensure quiet reliable defrost ☆ High efficiency single stage rotary compressor ☆ Factory installed bi-flow liquid line filter dryer, suction line accumulator, crank case heater, 	1.00	\$43,269.00	\$43,269.00

high capacity muffler, low and high pressure switches, fully charged for 15' of tubing length and capacitors with extended life

Warranty: 10 years parts and lifetime compressor with online registration
AHRI Certified, ETL Listed

COST EACH: \$3,250.00 TOTAL: \$6,500.00

To supply line-sets and control wiring for the above 3 ton units

COST EACH: \$612.00 TOTAL: \$1,224.00

To Fabricate 18" high stands to keep units out of snow as required by manufacture

COST EACH: \$475.00 TOTAL: \$950.00

To supply Factory disconnects W/fuses

COST EACH: \$162.00 TOTAL: \$324.00

To supply liquid tight whips from Heat pump to service disconnects

COST EACH: \$72.00 TOTAL: \$144.00

Labor for installation of both 3 ton Heat pumps as listed above

LABOR: \$3,840.00

TOTAL COST FOR BOTH 3 TON HEAT PUMPS TO BE INSTALLED TO EXISTING FURNACES AND EVAPORATOR COILS. \$13,932.00

To supply Heat Pumps to existing 5 Ton Goodman furnaces and Evaporator coils. (DUEL FUEL)

Units #1, #2, #5 and #6: Goodman

GLZS4BA6010 single stage Heat Pumps

- ☆ Efficiency - up to 15.2
- ☆ Energy Star compliant
- ☆ HSPF2 - 7.8
- ☆ Rated loaded amps (RLA 32.4)
- ☆ Max breaker 50 amp
- ☆ 208/230V Single Phase
- ☆ Horse power 1/3 hp
- ☆ Capacity - 5 Ton (60,000 BTU/H)
- ☆ Refrigerant - R-32
- ☆ Smart shift technology to ensure quiet

reliable defrost

- ☆ Single stage high efficiency scroll

compressor

☆ Factory installed bi-flow liquid line filter dryer, suction line accumulator, crank case heater, high capacity muffler, low and high pressure switches, fully charged for 15' of tubing length and capacitors with extended life

- ☆ Warranty: 10 year parts and life time

compressor with online registration

- ☆ AHRI Certified, ETL Listed

COST EACH: \$4,395.00

TOTAL: \$17,580.00

To supply line-sets and control wiring for the above 5 ton units

COST EACH: \$569.00

TOTAL: \$2,276.00

To Fabricate 18" high stands to keep units out of snow as required by manufacture

COST EACH: \$415.00

TOTAL: \$1,660.00

To supply Factory disconnects W/fuses

COST EACH: \$152.00

TOTAL: \$608.00

To supply liquid tight whips from Heat pump to service disconnects

COST EACH: \$72.00

TOTAL: \$288.00

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Labor for installation of both 3 ton Heat pumps as listed above

LABOR: 6,925.00

TOTAL COST FOR four (4) 5 TON HEAT PUMPS TO BE INSTALLED TO EXISTING FURNACES AND EVAPORATOR COILS. \$29,337.00

This quote includes Taxes, Permit, Special tools, Shop supplies and Factory Start-up.

Services subtotal	\$43,269.00
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Subtotal	\$43,269.00
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Total	\$43,269.00
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We appreciate your business and look forward to working with you in the future.

Please make sure to read our [Terms and Conditions](#)





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**THE TOWN OF BUENA VISTA,
CENTRAL COLORADO REGIONAL
AIRPORT / AEJ**

27960 County Road 319 • Buena Vista, CO 81211
(719) 395-3496 • ccrmgr@buenavistaco.gov
www.buenavistaairport.com

MEMORANDUM

TO: Buena Vista Board of Trustees, Mayor, & Town Administrator
FROM: Chandra Swanson, AEJ Airport Manager
DATE: June 9, 2026
SUBJECT: Resolution No. 44 (Series of 2026) - Approval of New Pre-Construction Ground Lease with PCS HANGAR LLC for Hangar Units D1 & D2 at Central Colorado Regional Airport

Background

PCS HANGAR LLC has requested a **new airport ground lease (attached as Exhibit A) for currently vacant ground at Central Colorado Regional Airport** commonly identified as the future D Hangar - Units D1 and D2. The proposed lease would allow the tenant to proceed through hangar design, permitting, and pre-construction coordination for an approximately 7,200-square-foot aircraft hangar, generally described as a 120-foot by 60-foot hangar consisting of two 60-foot by 60-foot units.

No prior ground lease is being terminated. **The proposed action is the approval of a brand-new, pre-construction ground lease for vacant Airport land**, with the tenant responsible for pursuing the required construction approvals before any work may begin.

The lease preserves the Town's review authority by requiring detailed plans and specifications before construction, including site drainage, site layout, construction details, exterior lighting, utility improvements, architectural profiles, construction staging, and any other items reasonably required under the Buena Vista Municipal Code and Airport requirements.

Summary of Proposed Lease Terms

Tenant: PCS HANGAR LLC

Premises: Vacant ground commonly identified as D Hangar - Units D1 and D2 at Central Colorado Regional Airport.

Planned Improvement: Approximately 7,200 square feet of aircraft hangar space, generally shown as a 120-foot by 60-foot hangar consisting of two 60-foot by 60-foot units.

Lease Type: New pre-construction airport ground lease for land only; separate Town / County / Airport / FAA approval, permits, and compliance are required before construction begins.

Term: Twenty-five (25) year primary term commencing June 9, 2026, with two (2) ten-year renewal options, as set forth in the attached lease.

Initial Rent: Thirty cents (\$0.30) per square foot per year, applied to approximately 7,200 rentable square feet, for an initial annual base rent of \$2,160.00, subject to adjustment based on as-built square footage after construction.

Annual Adjustment: Annual CPI adjustment using CPI-U, All Items, Denver-Aurora-Lakewood, Colorado, with no rent decrease resulting from CPI adjustment.

Use: Hangaring and maintaining aircraft owned or leased by Tenant. Commercial aviation or non-aviation activity requires prior written Town consent.

Construction Timing: Construction is expected to begin within one (1) year from the June 9, 2026 commencement date, with any change in schedule handled under the lease.

Tenant Responsibilities: Tenant is responsible for plans, permits, construction, utilities, insurance, maintenance, compliance with Airport rules and standards, and all other obligations described in the lease.

Fiscal / Airport Development Impact

The proposed lease **does not require Town capital construction funding for the hangar improvements.** The tenant is responsible for construction costs, utility extensions, permitting, insurance, and other tenant obligations under the lease.

The proposed lease would create **new annual ground lease revenue for the Airport beginning at \$2,160.00 per year**, subject to CPI adjustment and adjustment to the final as-built square footage. More importantly, it places vacant Airport ground into productive aeronautical use, adds private capital investment to the Airport, supports hangar availability, and **advances the Airport's long-term goal of greater financial self-sufficiency.**

Requested Board Action

Airport Manager requests that the Board of Trustees consider **Resolution No. 44 (Series of 2026) approving the Airport Ground Lease between the Town of Buena Vista / Central Colorado Regional Airport and PCS HANGAR LLC for the future D Hangar - Units D1 and D2 at Central Colorado Regional Airport.**

Approval of the resolution would authorize the Mayor to execute the lease and authorize the Mayor, Town Administrator, Town Clerk, Airport Manager, and Town Attorney to execute any related documents reasonably necessary to implement the lease and complete any non-substantive revisions approved by the Town Attorney.

Attachments

- Resolution No. 44 (Series of 2026) - New Airport Ground Lease for Hangars D1 & D2 at CCRA
- Exhibit A - Proposed Airport Ground Lease with PCS HANGAR LLC for D Hangar - Units D1 & D2

TOWN OF BUENA VISTA, COLORADO**RESOLUTION NO. 44**

(Series of 2026)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO, APPROVING A NEW PRE-CONSTRUCTION AIRPORT GROUND LEASE WITH PCS HANGAR LLC FOR D HANGAR UNITS D1 AND D2 AT CENTRAL COLORADO REGIONAL AIRPORT.

WHEREAS, the Town of Buena Vista owns and operates the Central Colorado Regional Airport in Chaffee County, Colorado; and

WHEREAS, the Town desires to support orderly aeronautical development at the Airport in a manner that protects the Airport as a public asset, strengthens hangar availability, and promotes long-term financial sustainability; and

WHEREAS, PCS HANGAR LLC has requested a new airport ground lease for vacant ground commonly identified as the future D Hangar - Units D1 and D2 at Central Colorado Regional Airport; and

WHEREAS, the proposed Airport Ground Lease is a pre-construction ground lease for the land on which Tenant intends to construct an approximately 7,200-square-foot aircraft hangar, generally described as a 120-foot by 60-foot hangar consisting of two 60-foot by 60-foot units, as depicted in **Exhibit A**; and

WHEREAS, the proposed lease provides for a twenty-five (25) year primary term, with two (2) ten-year renewal options, with commencement, renewal, rent, construction, use, insurance, maintenance, and other obligations set forth in the lease; and

WHEREAS, the proposed initial ground rent is thirty cents (\$0.30) per square foot per year, applied to approximately 7,200 rentable square feet, for an initial annual base rent of \$2,160.00, subject to adjustment based on as-built square footage and annual CPI adjustments as provided in the lease; and

WHEREAS, the proposed lease requires Tenant to obtain Town approval, building permits, and all other required approvals prior to construction, and requires Tenant to comply with applicable Airport Rules and Regulations, Minimum Standards, Town code provisions, and other legal requirements; and

WHEREAS, the Board of Trustees finds that approval of the proposed Airport Ground Lease is in the best interests of the Town and Central Colorado Regional Airport.

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

Section 1. The recitals set forth above are incorporated into this Resolution as findings of the Board of Trustees.

Section 2. The Board of Trustees hereby approves the **Airport Ground Lease between the Town of Buena Vista / Central Colorado Regional Airport and PCS HANGAR LLC, attached hereto as Exhibit A**, for vacant ground commonly identified as D Hangar - Units D1 and D2 at Central Colorado Regional Airport.

Section 3. The Board acknowledges that the lease is a pre-construction ground lease. Approval of the lease does not independently approve final building plans, waive any permitting requirement, waive any applicable design review requirement, or limit the Town's authority to require compliance with Airport Rules and Regulations, Minimum Standards, Town code provisions, FAA-related requirements, or any other applicable law or approval process.

Section 4. The Mayor is hereby authorized to execute the Airport Ground Lease with PCS HANGAR LLC, and the Mayor, Town Administrator, Town Clerk, Airport Manager, and Town Attorney are further authorized to execute and deliver any related documents reasonably necessary to implement this Resolution, administer the lease, confirm the lease record, and complete any non-substantive revisions approved by the Town Attorney.

Section 5. Town staff and the Town Attorney are authorized to prepare, file, or record any memorandum, acknowledgment, exhibit, or confirmatory instrument reasonably necessary to document the approved lease in the Town's records or the real property records of the Chaffee County Clerk and Recorder, if determined necessary or appropriate.

Section 6. This Resolution shall be effective immediately upon adoption.

RESOLVED, APPROVED, AND ADOPTED this 9th day of June, 2026.

TOWN OF BUENA VISTA, COLORADO

BY: _____
Libby Fay, Mayor

ATTEST:

Ed Barkowski, Town Clerk



Ground Lease Agreement

Between

**Central Colorado Regional Airport /
TOWN OF BUENA VISTA (Town)**

and

PCS HANGAR LLC (Tenant)

AIRPORT GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 9th day of June, 2026, (Effective Date) by and between **Central Colorado Regional Airport / Town of Buena Vista** ("Town"), whose mailing address is; Central Colorado Regional Airport, 27960 County Road 319, Buena Vista, CO 81211 and **PCS HANGAR LLC** ("Tenant"), whose mailing address and points of contact are;

Owner / Tenant Name: Mark Russell

Mailing Address: 13760 County Road 261H, Nathrop, CO 81236

Email: markrussell@paladinconsultingsolutions.com **Phone:** (303) 475-9557

IN WITNESS THEREOF:

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

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

1. Lease of Ground

The primary term of this Agreement shall be Twenty-Five (25) years (the "Primary Term"), commencing on June 9, 2026 (the "Commencement Date"), with two (2) ten-year options to renew for an additional Twenty (20) years (the "Renewal Terms").

Subject to terms and conditions of the Agreement, Town agrees to lease to Tenant:

- a. The vacant ground on which the proposed **7,200 sq ft aircraft hangar (120' x 60')**, as depicted on Exhibit A, commonly known as **D Hangar - Units D1 & D2**, will be constructed; on the term dates using a June 9, 2026 original commencement date is as follows:

Primary Term

- June 9, 2026 – May 31, 2051

First Renewal Term

- June 1, 2051 – May 31, 2061
- **Notice Window:** December 1, 2050 - February 28, 2051

Second Renewal Term

- June 1, 2061 – May 31, 2071
- **Notice Window:** December 1, 2060 – February 28, 2061

2. Rent

Tenant shall pay rent to the Town in advance, on the Effective Date and thereafter on or before each annual anniversary of the Effective Date.

The initial base rent shall be **\$0.30c per square foot / per year**, applied to 7,200 rentable square feet (as depicted on **Exhibit A**) – or adjusted to the “as built” SF size and rate after construction, for an initial annual base rent of \$ 2,160.00. Annual rate adjustments are set forth in **Section 3**.

For rental payments received after the **fifth (5th) business day** of the month / year, an additional fee of 10% of total rent will be imposed for payments will become due immediately. If the term of this Lease commences on any day other than the first day of the month, rent shall be prorated for that month.

3. Annual Rental Rate Adjustment

Town may adjust the rental rate for any renewal term by providing Tenant written notice of the new rate not less than thirty (30) days prior to the commencement of the next renewal term (or, at a minimum, prior to the thirty (30) day termination deadline). If Town does not provide timely notice of a rate adjustment, the rental rate for the next renewal term shall remain at the then-current rate.

Beginning on the first anniversary of the Commencement Date and on each anniversary thereafter (each, an “Adjustment Date”), Base Rent shall be increased using the CPI as follows:

- a. **CPI Definition.** “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U), All Items, Denver-Aurora-Lakewood, Colorado, not seasonally adjusted (1982-84=100), as published by the U.S. Bureau of Labor Statistics. If that index is discontinued or materially changed, Town shall select a comparable successor index published by the same agency; if no comparable local successor index is available, CPI shall mean CPI-U, All Items, U.S. City Average, not seasonally adjusted.
- b. **Base CPI / Current CPI.**
 - i. “Base CPI” means the **most recently published** CPI as of the Commencement Date.
 - ii. “Current CPI” means the **most recently published** CPI as of the applicable Adjustment Date.
- c. **Increase Amount.** On each Adjustment Date, Base Rent shall be increased by the same percentage, if any, by which Current CPI exceeds the Base CPI, and the adjusted Base Rent shall be determined by applying that percentage increase to the Base Rent in effect immediately prior to the Adjustment Date.
- d. **No Decrease.** In no event shall Base Rent be decreased as a result of this CPI adjustment.

4. Renewal Option

Subject to the provisions hereof, upon expiration of the primary term of this Agreement, if and only if Tenant shall not then be in default beyond applicable cure periods under this Agreement, then Tenant shall have the option to renew this Agreement for **two (2) additional terms of 10-years each, following expiration of the 25-year primary term**. Tenant’s option to renew may be exercised by delivering written notice to the Town, not more than **one hundred and eighty (180) days** prior to the expiration of the initial **25-year primary term**, but no later than **ninety (90) days** before the expiration of the initial **25-year primary term**. The rate for renewal term shall be then-current ground lease rate, which shall be no less than the rate payable for the final year of the initial term of this Agreement, and every year thereafter, **annual rental sum shall be increased by the CPI** from the previous year’s annual rental sum.

5. Holding Over

Should Tenant remain in possession of the Premises after the expiration of the Term of this Agreement, without having executed a new Agreement, such holding over shall be subject to obligations of the Agreement applicable to a month-to-month tenancy, and to all applicable federal, state, and local laws. Monthly rent will be equal to existing rent at that time of expiration and during holding over period.

6. Building Plans / Future Hangar Improvements

During the Term of this Agreement, **Tenant intends to construct hangar space of approximately 7,200 square feet** on the vacant section of the Premises. **Construction shall begin within one (1) year from the commencement date of this Agreement (June 9, 2026).** If construction has not started, both parties will negotiate, in good faith, a new construction date.

Tenant does not, by this Agreement, own or lease any adjacent parcel beyond the Premises specifically described in this Agreement. Nothing in this Section shall be construed as granting Tenant any right, title, or interest in any adjacent land not expressly included within the Premises.

If, during the Term of this Agreement, Tenant proposes to construct, expand, or otherwise make hangar or site improvements on the Premises as authorized by Town, the following provisions shall apply:

- a. Prior to beginning construction on any such improvements, Tenant shall deliver to Town detailed plans and specifications for the proposed Improvements, including, as applicable, plans for site drainage, site layout, construction details, exterior lighting, utility improvements, architectural profiles showing shape and colors, containment area for construction equipment and materials, and any other items reasonably required by Town pursuant to the *Buena Vista Municipal Code, Chapter 18, Article XIV*, governing construction of hangars at the Buena Vista Municipal / Central Colorado Regional Airport. To the extent not already in place, utilities shall be extended as needed by Tenant at Tenant's sole cost.
- b. Work on such improvements shall not commence until Tenant has first obtained written Town approval for such plans, which approval shall not be unreasonably withheld, a building permit from the Town, and any other permits or approvals required by law. All improvements shall be constructed in a good and workmanlike manner, in accordance with applicable resolutions, rules, codes, and requirements of Town, the relevant fire department or fire protection district, the State of Colorado, Chaffee County, and any other governmental entity having jurisdiction.
- c. After commencement of work on the Improvements, Tenant shall diligently pursue construction until completion. Tenant shall provide Town with as-built plans within thirty (30) days after completion. Improvements shall not be removed, expanded, or materially altered without the prior written approval of Town, which approval shall not be unreasonably withheld.
- d. Nothing in this Section obligates Tenant to construct improvements unless such construction is otherwise expressly required by this Agreement or a separate written amendment executed by both parties.

7. Rights of Ingress and Egress

Tenant shall have the full and free right of ingress to and egress from the Premises for Tenant, its employees, customers, guests, and other invitees.

8. Use of Leased Premises / Airport Rules & Regulations and Minimum Standards

The Premises shall be used and occupied by Tenant, its employees, customers, guests, and other invitees, solely for the purpose of hangaring and maintaining aircraft owned or leased by Tenant. Tenant is prohibited from conducting aviation or non-aviation related commercial activities on or from the Premises and/or Airport other than those expressly set forth above. Prohibited activities include solicitation, management, booking or otherwise acting as agent for other on-Airport or off-Airport business, whether or not affiliated with Tenant, without the prior express written consent of the Town. Violations of the Airport Rules & Regulations or Airport Minimum Standards may be grounds for termination of this Lease subject to the 60-day cure period set forth in Section 20.

- a. **Non-Interference with Town Decisions and Airport Operations.** Tenant acknowledges that Town retains sole and exclusive authority to manage, operate, maintain, secure, and regulate the Airport, the building, and the Leased Premises, including without limitation policies, rules, personnel decisions, access control, safety/security measures, allocation of space, scheduling, and enforcement actions. Tenant shall not interfere with, hinder, obstruct, or attempt to direct Town, Airport staff, Town's contractors, or other tenants in the performance of their duties; shall not represent (expressly or by implication) that Tenant speaks for, acts on behalf of, or has authority to bind Town; and shall not use the Airport or the building as a platform to circumvent or undermine Town's rules, directives, or operational decisions. Tenant shall route operational complaints, requests, and concerns through the Airport Manager or Town's designated representative. Nothing in this paragraph prohibits Tenant from making a good-faith report to a governmental agency regarding a condition that materially affects life, health, or safety, or from exercising any right that cannot be waived under applicable law; provided, however, Tenant shall not disrupt Airport operations or security. A violation of this paragraph is a material default. Upon written notice from Town, Tenant shall immediately cease the interfering conduct and shall cure the default within three (3) days. If the conduct continues, is not cured within such period, or recurs, Town may terminate Lease and pursue possession and any other remedies available under this Lease and applicable law.
- b. **Common Areas / Public Spaces - Prohibited Storage.** Per Airport Rules & Regulations and in full compliance with the FAA's Policy on the Non-Aeronautical Use of Airport Hangars (commonly referenced as FAA Policy 17-004), as amended, storage of non-aeronautical items and any outside storage on or around hangars or in any common areas/public spaces of the Airport is prohibited, except with prior written permission from Airport Manager. Tenant shall not place, store, or leave any vehicles, trailers, equipment, materials, containers, trash, or other personal property in any public parking areas, roadways, taxiways, ramps, grassy areas, or other Airport property outside the Leased Premises. No portion of the Airport is provided for free storage. Upon notice from Town, Tenant shall immediately remove the items (or within 24 hours if allowed by Town). Town may remove, tow, impound, or dispose of items left in violation of this Agreement (immediately if they present a safety, security, or operational concern), and Tenant shall reimburse Town for all costs

upon demand, which amounts shall be additional rent. Failure to cure or repeated violations constitute a default.

- c. **Tenant Cameras and Recording Devices.** Tenant shall not install, use, or operate any camera, video doorbell, surveillance system, microphone, audio recorder, or other recording device (collectively, "Recording Devices") in, on, or about the Premises or the Building that (i) is visible from or records any common area, corridor, lobby, entrance, stairwell, parking area, exterior area, or other area not exclusively within the Premises, or (ii) records or monitors Town personnel, Airport/Town operations, or the public, without Town's prior written approval.
- i. **Landlord Controls Placement, Method & Standards.** At least fifteen (15) days prior to installing any approved Recording Device, Tenant shall provide Town written notice describing the device type, exact location(s), field of view, whether it records audio, data retention period, and who will have access to recordings.
 - ii. **Audio Prohibited Without Express Written Approval.** No Recording Device may record audio unless Town has expressly approved audio recording in writing and Tenant demonstrates compliance with applicable law.
 - iii. **Compliance.** Tenant shall comply with all applicable federal, state, and local laws and Airport rules regarding surveillance and privacy, including restrictions in areas where individuals have a reasonable expectation of privacy.
 - iv. **Violation; Removal; Default.** Any installation or use of an unapproved Recording Device, or any Recording Device that captures prohibited areas, is a material default. Upon written notice, Tenant shall immediately disable the Recording Device and shall remove it (and restore any affected surfaces) within three (3) days. If Tenant fails to timely remove and restore, Town may pursue all remedies available under this Lease and applicable law, including termination.

9. Use of Common Airport Facilities

Subject to the terms and conditions of this Agreement, and applicable Minimum Standards, uniform charges, and Town of Buena Vista ordinances, if any, Tenant is granted the use of the Airport, in common with others similarly authorized, together with use of all common aeronautical facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, the landing field, roadways, taxiways, landing lights, beacons, signals, radio aids, and all other conveniences for flying, landings and takeoffs for the purpose of exercising the nonexclusive right to operate on and from Airport, an aircraft hangar facility.

10. Assignment and Subletting

Tenant shall not at any time assign or sublet its rights or obligations under this Agreement or any part thereof without the written consent of the Town and to an Assignee which is financially acceptable to the Town, which consent shall not be unreasonably withheld. Only if such an approved assignment is in conjunction with the sale of conveyance to an approved Assignee of all improvements on the Premises

will Tenant be released from liability under this Agreement. In all other cases, Tenant shall remain contingently liable for all of Tenant's obligation under this Agreement. In the event of a proposed sale, the proposed buyer may request the Town to consider an extension of the Term of this Agreement, which Town may grant in its sole discretion. Notwithstanding the foregoing, no consent of Town shall be required in connection with a transfer of the assets and or reorganization.

11. Minimum Standards

For the conduct of its business on the Airport, the Tenant covenants that it is at the time of execution of this Agreement, and will be throughout the duration of this Agreement, in compliance with the Airport Minimum Standards, including the Airport Rules & Regulations as approved by the Town. The Minimum Standards and Rule & Regulations are incorporated herein by reference and a copy of the current Minimum Standards and Rule & Regulations may be obtained from Airport Manager or found online at the Town Airport website: www.buenavistaairport.com. The Tenant agrees to comply with the provisions of amendments to the Minimum Standards and Rules & Regulations as may be amended by the Town from time to time during the Term of this Lease Agreement.

12. Ownership of Building, Reversion, or Removal

- a. All buildings, structures, paving, fencing, utilities, systems, and other improvements and fixtures of every kind constructed, installed, or placed by Tenant on, in, or serving the Premises (collectively, "Improvements") shall remain the property of Tenant during the Term, subject to the terms of this Agreement.
 - i. Upon expiration or earlier termination of this Agreement, Tenant shall surrender the Premises to Town in good order and condition, ordinary wear and tear excepted, free of all persons, and shall remove all of Tenant's personal property and trade fixtures not otherwise required or permitted to remain.
 - ii. Town may, by written notice to Tenant, require Tenant to remove all or any portion of the Improvements and restore the Premises to a condition reasonably satisfactory to Town, at Tenant's sole cost and expense, within one hundred twenty (120) days after expiration or termination. If Town does not require removal, then all Improvements shall remain in place and shall automatically become the property of Town without payment or compensation to Tenant, free and clear of all liens and encumbrances. Tenant shall deliver lien releases and other evidence reasonably satisfactory to Town that the Premises and Improvements are free of mechanic's and materialmen's liens arising from Tenant's work.

13. Lessee's Obligation for Utilities, Taxes, and Special Assessments

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

14. Quiet Enjoyment

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

15. Law Governing / Compliance with Laws

All provisions hereof, and words and phrases used herein, shall be governed, and construed under the laws of the state of Colorado; Tenant shall comply with all applicable laws, ordinances, rules, and regulations of the Federal Aviation Administration (FAA), the Department of Homeland Security, the Town of Buena Vista, Colorado, and any other governmental entity or agency having jurisdiction over the Premises.

16. Insurance, Liability, Indemnity, and Waiver of Subrogation

- a. **Insurance on Building.** Tenant agrees to provide an insurance policy on the building at its full replacement cost, protecting against fire and other hazards including an extended coverage rider. Town shall not be obligated to provide an insurance coverage nor shall Town be liable for any of Tenant's personal property, contents or fixtures within the building. Tenant has been advised to seek its own insurance for such items.
- b. **Liability Insurance.** Tenant shall keep in full force and effect, throughout the Term of this Agreement, at its sole expense, the insurance coverages set forth below. All premiums shall be paid by Tenant. Tenant shall provide Town certificates of insurance **and required endorsements** prior to taking possession and prior to commencing any operations on the Premises, and thereafter upon each renewal.
 - i. **General Liability (Occurrence Form).** Tenant shall maintain occurrence-form General Liability insurance covering premises/operations, products/completed operations, personal and advertising injury, and blanket contractual liability sufficient to cover Tenant's indemnity obligations under this Agreement, with limits not less than **\$2,000,000 each occurrence and \$2,000,000 general aggregate**.
 - ii. **Auto Liability (if applicable).** If Tenant uses any autos in connection with Tenant's activities at the Airport, Tenant shall maintain auto liability covering owned, hired, and non-owned autos with limits not less than **\$1,000,000 combined single limit**.
 - iii. **Workers' Compensation / Employer's Liability (if applicable).** Workers' compensation as required by Colorado law and employer's liability with limits not less than **\$1,000,000**.
 - iv. **Additional Insured; Primary/Noncontributory.** Town shall be listed as an Additional Insured on the General Liability policy (and Auto Liability policy, if applicable) for ongoing and completed operations. Tenant's liability insurance shall be **primary and noncontributory** to any insurance maintained by Town.

- v. **Waiver of Subrogation.** Tenant shall cause its insurers to waive rights of subrogation against Town to the extent permitted by law.
- vi. **Cancellation / Material Reduction Notice.** Policies shall require that Town receive at least **thirty (30) days' prior written notice** of cancellation, nonrenewal, or material reduction in coverage (ten (10) days for cancellation due to nonpayment of premium).
- vii. **Insurer Qualifications.** All required policies shall be issued by insurers licensed to do business in Colorado and having an A.M. Best rating of **A-, VII** or better.
- viii. **Construction / Improvements (When Applicable).** Prior to commencement of any construction, Tenant shall additionally maintain (i) builder's risk/property insurance on the Work at replacement cost (as applicable), and (ii) any other coverage reasonably required by Town based on the scope of construction.
- ix. **CGIA.** Nothing in this Agreement shall be construed as a waiver or modification of Town's rights, immunities, or limitations under the **Colorado Governmental Immunity Act**. For reference, Colorado's published adjusted limitations for claims accruing on or after January 1, 2026 and before January 1, 2030 are **\$505,000 per person per single occurrence** and **\$1,421,000 per single occurrence** (two or more persons).
- x. **Failure to Maintain.** Failure to maintain the required insurance and provide evidence of coverage is a material default.

17. Rules and Regulations

Tenant hereby agrees to observe and obey all Rules and Regulations promulgated, from time to time, by Town governing conduct on and operations at the Airport and use of its facilities except that Town agrees that any such Rules and Regulations so promulgated shall not be inconsistent with any legally authorized rule or regulation of the FAA that may be binding on the Town. This will include, but not be limited to, any rule or regulation concerning the ground rent provided herein being credited by any percentage paid by a fixed-base operator.

18. Town of Buena Vista, CO operates the Central Colorado Regional Airport

Nothing in this Agreement shall be construed to prevent the Town or FAA from taking any action it considers necessary to protect the aerial approaches to its Airport from obstructions, or to keep Town from preventing Tenant from erecting, or permitting to be erected on the leased premises, any building, structure or obstruction which, in the opinion of Town, or in conflict with FAA regulations, would limit the usefulness of the Airport or constitute any kind of a hazard to aircraft.

19. Tenant's Personnel and Invitees

It is expressly understood that the operations of Tenant, its personnel and invites, shall be conducted in an orderly and proper manner, so as not to annoy or be offensive to others at the Airport and obey the Airport's Minimum Standards and all Rules and Regulations promulgated, from time to time, by Town. Town shall have the right to complain to Tenant as to the demeanor, conduct, and appearance of

Tenant's personnel and those doing business with them, whereupon Tenant will take all steps necessary to remove the cause of the complaint.

20. Condition of Premises - Acceptance and Vacation

Tenant acknowledges that the Premises is accepted by the Tenant, in the condition in which it now is, and that the Tenant will not do or permit anything to be done which would deface, damage, or deteriorate the value thereof, aside from ordinary wear and tear, and Tenant agrees that it will leave the Premises in a condition satisfactory to Town if and when it vacates said Premises. Tenant shall keep the Premises clean and shall dispose of all debris and other waste matter which may accumulate in acceptable containers, with proper covers, for waste within the building or buildings, on said Premises.

21. Termination, Surrender, and Damages

Termination by Tenant: Tenant shall have the right, upon written notice to the Town, to terminate the Agreement (a) upon one year's notice, or (b) upon the happening of one or more of the following events if said event or events shall then be continuing:

- a. Due to no fault of Tenant, the issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by Tenant of all or any substantial part of the Premises, or preventing or restraining the use of the Airport for normal airport purposes or the use of any part thereof which may be used by Tenant and which is necessary for the viability of Tenant's facilities on the Airport, which remains in force for a period of at least 90 days;
- b. If the Town shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it under this Agreement and shall fail to cure said default within 60 days following receipt of written demand from Tenant to do so;
- c. Due to no fault of Tenant, if all or a material part of the Airport shall be destroyed by fire, explosion, earthquake, or other casualty, or acts of God or a public enemy; or
- d. If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with the viability of the Tenant's facilities on the Airport for a period of sixty (60) consecutive days or more.

22. Termination by Town

- a. The Town shall have the right to terminate this Agreement in the event of any of the following:
 - i. Breach by Tenant of its payment obligations under this Agreement, or any amendment or addendum hereto, and failure of Tenant to cure such breach within 30 days after delivery of written notice.
 - ii. Default in the performance of any material covenant or agreement in this Agreement required to be performed by Tenant, other than payment obligations, and the failure of Tenant to remedy such default for a period of 60 days after receipt from the Town of written notice to remedy the same; provided, if the nature of the remedy shall reasonably require more than 60 days, Tenant shall not be in default hereunder if Tenant commences the remedy within such

60-day period and thereafter diligently pursues such remedy to completion, provided that in no event shall Tenant have more than 120-days to cure its default, unless this time period is extended in writing by the Town.

- b. In the event suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Town all expenses incurred therefor, including a reasonable attorney's fee, together with interest on all such expenses at the rate of 15% per annum from the date of such breach of the covenants of this Agreement.
- c. Tenant waives any demand for possession of the demised premises, and any demand for payment of rent and any notice of intent to re-enter the demised premises, or of intent to terminate this Agreement, other than the notices above provided in this Article, and waives any and every other notice or demand prescribed by any applicable statutes or laws.
- d. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to Town or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.
- e. All monies due under this Agreement from Tenant to Town shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 15% per annum until paid.

23. Airport Development

Town reserves the right to further change, develop, or improve Town of Buena Vista property at the Airport as it sees fit, regardless of the desires or view of the Tenant, and without interference or hindrance.

24. Airport Maintenance and Snow Cleaning

Town reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair Town property at the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard. Town agrees to use reasonable efforts to keep the aircraft landing and parking areas reasonably clear of snow and within TEN (10) FEET of any leased structure. Without limiting the foregoing obligations, Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction. Unsightly materials not being used or that create a hazard shall be discarded or removed.

25. Event of War or National Emergency

During time of war or national emergency Town shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

26. Agreement Subordinate to United States Government Requirements

This Agreement shall be subordinate to the provisions of any existing or future agreement between Town and the United States, relative to the development, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

27. Federal Aviation Administration Regulations – Discrimination

It is expressly understood by Tenant and agreed between the parties that:

- a. **Nondiscrimination Regarding USDOT Programs.** Tenant for itself, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or operated on the property described in this Agreement for a purpose for which U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all applicable requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- b. **Nondiscrimination Regarding Facilities, Improvements, and Federally Funded Activities.** Tenant for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and Premises, or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and in compliance with all other applicable Laws and Regulations, and shall obtain such compliance from any sub Tenants or other parties holding lower tier agreements.
- c. **Affirmative Action.** Tenant assures that it, and/or Subtenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E - Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered.
- d. **Human Rights Law.** Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all

pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.

- e. **Enforcement.** In this connection, the Town reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.
- f. **Non-Exclusive Rights.** It is hereby specifically understood and agreed between the parties that nothing herein contained shall be construed as granting or authorizing the granting of exclusive rights to Tenant or others, as defined in Section 308 of the Federal Aviation Act of 1958, as amended.
- g. **Agreement Preserves Compliance.** This Agreement shall be interpreted to preserve Town's rights and powers to comply with Federal and other governmental obligations.
- h. **Subordination to Authority's Government Commitments.** This Agreement is subordinate to the provisions of any agreements between the Town and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Town entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such regulated modification.

28. Notices

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

TOWN:

Town of Buena Vista
210 E. Main Street
P.O. Box 2002
Buena Vista, CO 81211

TENANT:

PCS HANGAR LLC
13760 County Road 261H
Nathrop, CO 81236

- b. Any substitute address will be the address furnished by each party to the other by giving notice in the manner proscribed herein.

29. Paragraph Headings

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

30. Approval or Consent by Town

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

31. Time of the Essence

Time is of the essence in all provisions of this Agreement.

32. Governing Law

Colorado law will be referred to in the interpretation and construction of this Agreement and the resolution of all disputes hereunder.

33. Governmental Immunity

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

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

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

TOWN REPRESENTATIVE:

GROUND LEASE TENANT:

Town of Buena Vista / CCRA

210 E. Main Street
P.O. Box 2002
Buena Vista, CO 81211

PCS HANGAR LLC

13760 County Road 261H
Nathrop, CO 81236

Name: _____

Name: _____

Date: _____

Date: _____

FOR TOWN: Signature of Notary

FOR TENANT: Signature of Notary

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me:

The foregoing instrument was acknowledged before me:

Notary (Print): _____

Notary (Print): _____

Notary (Sign): _____

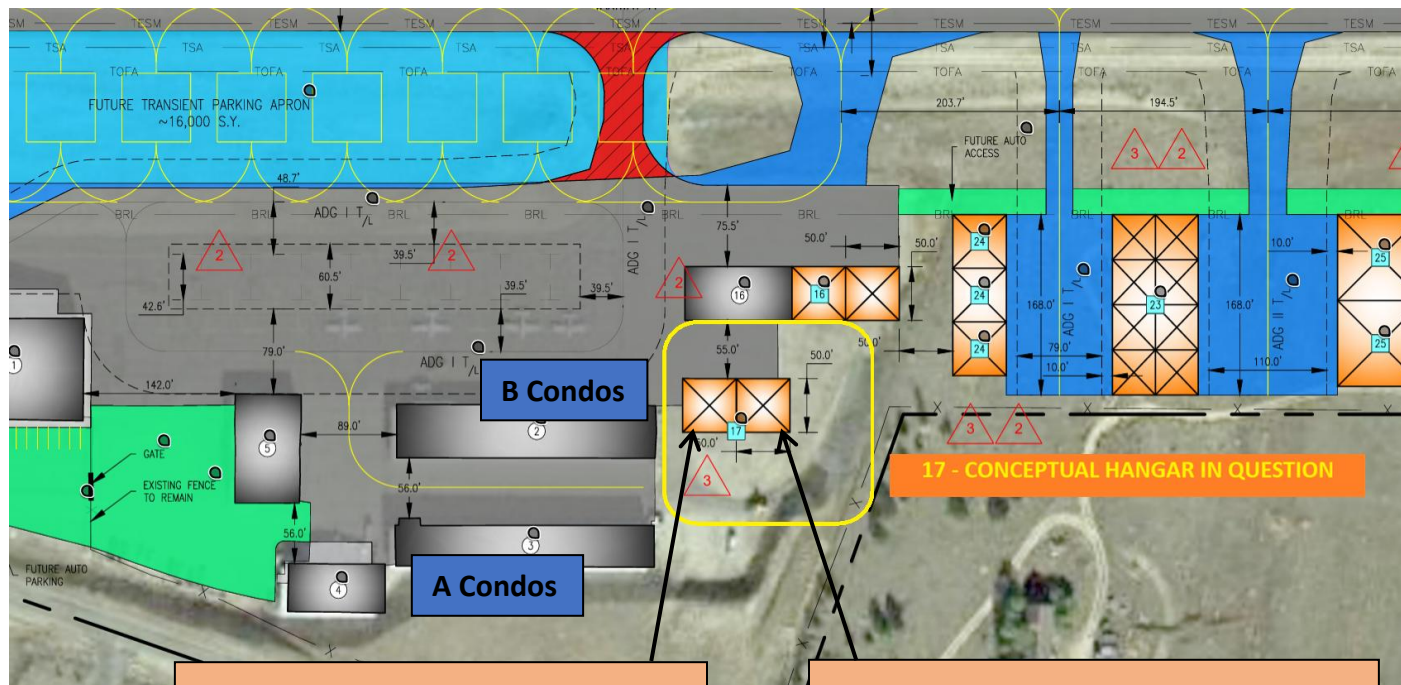
Notary (Sign): _____

(Add Seal)

(Add Seal)

EXHIBIT A

Russell // D Hangar - Units D1 & D2 (Conceptual)



Unit D1:
60 ft X 60 ft = 3,600 sq ft

Unit D2:
60 ft X 60 ft = 3,600 sq ft

THE TOWN OF
PO BOX 2002 • 210 E. MAIN ST.
BUENA VISTA, COLORADO 81211



BUENA VISTA
P: 719.395.8643 • F: 719.395.8644
WEB: WWW.BUENAVISTACO.GOV

DATE: June 8, 2026
TO: Mayor and Board of Trustees
FROM: Brian Berger, Town Administrator
RE: June 9, 2026 Chaffee County Fire Protection District Ballot Question Review and Discussion

Mayor, Board of Trustees,

On June 18th the Chaffee County Fire Protection District's Board of Directors will conduct a public hearing on whether to petition the Chaffee County District Court for an order to conduct an election on whether to include into the Fire District the territory in the Town that is not already within the Fire District. If the Board of Directors determines to move forward, it will be considering the form of the ballot that will be submitted to the voters within the affected area at that time.

Chaffee County Fire Protection District's legal representatives reached out to the Town's legal team on Monday June 8th, 2026 requesting review and confirmation of their potential ballot language. Since the next Town Board of Trustees meeting is not scheduled until after June 18th and there is reference to potential future Town of Buena Vista Board of Trustees action it was determined an amendment to the June 9th, 2026 agenda was appropriate for Board review and discussion.

The following draft language was provided for review:

Shall the following described area become a part of the Chaffee County Fire Protection District upon the following condition?

Description of Area: All real property located in the Town of Buena Vista, Colorado that on November 3, 2026 is not located within the jurisdictional boundaries of the Chaffee County Fire Protection District.

Subject to the Following Condition: On or before November 3, 2026, the Buena Vista Board of Trustees has adopted a Resolution committing to reduce the Town's authorized property tax by an amount that is substantially the same as the Chaffee County Fire Protection District's operating property tax of 3.963 mills and to not increase the Town's authorized property tax without voter approval.

Note: Only the language in bold can be changed as the rest of the language and the format are set by state statutes, C.R.S. § 32-1-401(2)(d)

Information Only

THE TOWN OF
PO BOX 2002 • 210 E. MAIN ST.
BUENA VISTA, COLORADO 81211



BUENA VISTA
P: 719.395.8643 • F: 719.395.8644
WEB: WWW.BUENAVISTACO.GOV

June 4, 2026

The Honorable Michael Bennet
United States Senate
Cesar E. Chavez Memorial Building
1244 Speer Boulevard
Denver, CO 80204

Re: Letter of Support — Boys & Girls Club of Chaffee County – Building Great Futures Campaign

Dear Senator Bennet,

I write today to express my support and the support of the Buena Vista Board of Trustees for the Boys & Girls Clubs of Chaffee County (BGCCC) in their pursuit of Congressionally Directed Spending funds. The Boys & Girls Club is the most vital youth development organization in Chaffee County. As a rural community, our working families rely on the all-encompassing services provided at our Club.

Our support for the Club is reflected most clearly in the Town of Buena Vista's commitment to the Building Great Futures Campaign. We have signed a 99-year ground lease that will provide BGCCC with a permanent home here, as part of our master planning process. I trust the Club in their efforts to help our working families because they have a proven track record of doing so, changing the trajectory of thousands of young lives forever.

For over 17 years the Town of Buena Vista has invested in the future of our youth and teens through our support of BGCCC. This legacy, one-time, infrastructure endeavor will be transformative for rural families in south central Colorado for years to come.

I hope as our senator you will fight for our working families here in Buena Vista and Chaffee County. The Boys & Girls Club's Building Great Futures Campaign is bold because of its vision and impact. I hope you will match our commitment, investing your energy and influence behind our legacy capital project that puts academic achievement, substance abuse prevention, mental health, and lifetime success within reach of every child. Thank you for your leadership and support for this important project.

Sincerely,

Libby Fay, Mayor
(719) 581-1017
mayorfay@buenavistaco.gov

THE TOWN OF
PO BOX 2002 • 210 E. MAIN ST.
BUENA VISTA, COLORADO 81211



BUENA VISTA
P: 719.395.8643 • F: 719.395.8644
WEB: WWW.BUENAVISTACO.GOV

June 4, 2026

The Honorable John Hickenlooper
United States Senate
Byron Rogers Federal Building
1961 Stout Street, Suite 12-300
Denver, CO 80294

Re: Letter of Support — Boys & Girls Club of Chaffee County – Building Great Futures Campaign

Dear Senator Hickenlooper,

I write today to express my support and the support of the Buena Vista Board of Trustees for the Boys & Girls Clubs of Chaffee County (BGCCC) in their pursuit of Congressionally Directed Spending funds. The Boys & Girls Club is the most vital youth development organization in Chaffee County. As a rural community, our working families rely on the all-encompassing services provided at our Club.

Our support for the Club is reflected most clearly in the Town of Buena Vista's commitment to the Building Great Futures Campaign. We have signed a 99-year ground lease that will provide BGCCC with a permanent home here, as part of our master planning process. I trust the Club in their efforts to help our working families because they have a proven track record of doing so, changing the trajectory of thousands of young lives forever.

For over 17 years the Town of Buena Vista has invested in the future of our youth and teens through our support of BGCCC. This legacy, one-time, infrastructure endeavor will be transformative for rural families in south central Colorado for years to come.

I hope as our senator you will fight for our working families here in Buena Vista and Chaffee County. The Boys & Girls Club's Building Great Futures Campaign is bold because of its vision and impact. I hope you will match our commitment, investing your energy and influence behind our legacy capital project that puts academic achievement, substance abuse prevention, mental health, and lifetime success within reach of every child. Thank you for your leadership and support for this important project.

Sincerely,

Libby Fay, Mayor
(719) 581-1017
mayorfay@buenavistaco.gov

THE TOWN OF
PO BOX 2002 • 210 E. MAIN ST.
BUENA VISTA, COLORADO 81211



BUENA VISTA
P: 719.395.8643 • F: 719.395.8644
WEB: WWW.BUENAVISTACO.GOV

June 4, 2026

The Honorable Brittany Pettersen
United States House of Representatives
550 S. Wadsworth Blvd., Suite 400
Lakewood, CO 80226

Re: Letter of Support — Boys & Girls Club of Chaffee County – Building Great Futures Campaign

Dear Representative Pettersen,

I write today to express my support and the support of the Buena Vista Board of Trustees for the Boys & Girls Clubs of Chaffee County (BGCCC) in their pursuit of Congressionally Directed Spending funds. The Boys & Girls Club is the most vital youth development organization in Chaffee County. As a rural community, our working families rely on the all-encompassing services provided at our Club.

Our support for the Club is reflected most clearly in the Town of Buena Vista's commitment to the Building Great Futures Campaign. We have signed a 99-year ground lease that will provide BGCCC with a permanent home here, as part of our master planning process. I trust the Club in their efforts to help our working families because they have a proven track record of doing so, changing the trajectory of thousands of young lives forever.

For over 17 years the Town of Buena Vista has invested in the future of our youth and teens through our support of BGCCC. This legacy, one-time, infrastructure endeavor will be transformative for rural families in south central Colorado for years to come.

I hope as our senator you will fight for our working families here in Buena Vista and Chaffee County. The Boys & Girls Club's Building Great Futures Campaign is bold because of its vision and impact. I hope you will match our commitment, investing your energy and influence behind our legacy capital project that puts academic achievement, substance abuse prevention, mental health, and lifetime success within reach of every child. Thank you for your leadership and support for this important project.

Sincerely,

Libby Fay, Mayor
(719) 581-1017
mayorfay@buenavistaco.gov

May 27, 2026

Buena Vista Board of Trustees
210 East Main Street
Post Office Box 2002
Buena Vista, CO 81211

Dear Buena Vista Board of Trustees,

On behalf of the Northern Chaffee County Library District Board of Trustees, we formally nominate Stacey Witt Toevs as a new member of the Northern Chaffee County Library District Board of Trustees. Corelia Tom, who served a three-year term, vacated the board in January. Toevs was nominated and approved for the vacant seat by Library Trustees at the May 26, 2026 Library board meeting.

Toevs is a library advocate and brings professional skills, including writing, editing and website development and management to the board. Toevs has resided in the Library's service area for the past six years and is familiar with the Library's recent expansion project. She recognizes public libraries for their importance as public spaces and is prepared to uphold the policies and mission of the Library.

Any questions may be directed to the library director, Cecilia LaFrance, at clafrance@buonavistalibrary.org or at 719-395-8700.

Respectfully submitted,



Cecilia LaFrance
Executive Director
Buena Vista Public Library

THE TOWN OF
PO BOX 2002 • 210 E. MAIN ST.
BUENA VISTA, COLORADO 81211



BUENA VISTA
P: 719.395.8643 • F: 719.395.8644
WEB: WWW.BUENAVISTACO.GOV

**AGENDA
FOR THE BOARD OF TRUSTEES
OF THE TOWN OF BUENA VISTA, COLORADO
June 23, 2026**

Work Session at 6:00 PM – Planning & Town Clerk Departments Overview & Discussion
(The Board will not make decisions during the Work Session)

Regular Meeting at 7:00 PM

The Board of Trustees meetings are held at the Community Center and are open to the public.
715 E. Main Street, Buena Vista, Colorado

To attend the meeting virtually or to participate in Public Comment and/or Public Hearings,
you must connect to the video conference.

Conferencing Access Information: <https://us02web.zoom.us/j/81138570285> Password: 070320
Listen via phone at 1-719-359-4580 Meeting ID: 811 3857 0285 Password: 070320

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. (7:00) 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. (7:10) 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 –
2. Planning & Zoning Commission Minutes – xxxxx-xx-xxxx
3. Historic Preservation Commission Minutes – xxxxx-xx-xxxx
4. Beautification Advisory Board Minutes – xxxxx-xx-xxxx
5. Trails Advisory Board Minutes – xxxxx-xx-xxxx
6. Tree Advisory Board Minutes – xxxxx-xx-xxxx

B. Town Administrator

C. Town Treasurer

D. Airport Manager

E. Recreation Director

This Agenda may be Amended

Posted at Buena Vista Town Hall, Post Office and www.buenavistaco.gov on Friday, June 19, 2026

VI. (7:20) PUBLIC COMMENT

*Citizen participation where the public can sign up prior to the start of the meeting to speak during public comment. Three minutes for matters not on the agenda or for agenda items not scheduled for Public Hearing. Enter your name, address, and subject to be discussed in the Zoom Chat box, or when Mayor Fay asks for Public Comment, click the raise hand button in the webinar control panel, or by phone press *9, and the meeting host will prompt you to unmute when it is your turn to speak. Or you may email the information to 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 respond then or later to remarks made by any citizen. Comments made in the Zoom Chatbox will not be discussed or included in the minutes.*

VII. PRESENTATION(S)**VIII. BUSINESS ITEMS**

- A. (7:XX) SM Dev Agreement Amendment**
Description
(Estimated time – xx minutes)
- B. (7:XX) Planning Software Permit Processing Fee**
Description
(Estimated time – xx minutes)
- C. (7:XX) Buena Vista High School Irrigation Well Discussion**
Description
(Estimated time – xx minutes)
- D. (8:XX) Teal Run Portion Right of Way Dedication**
Description
(Estimated time – xx minutes)
- E. (8:XX) Maintenance Fee for Water**
Description
(Estimated time – xx minutes)

IX. TRUSTEE/STAFF INTERACTION

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

X. INFORMATION ONLY**XI. EXECUTIVE SESSION**

Description

XII. ADJOURNMENT

This Agenda may be Amended

Posted at Buena Vista Town Hall, Post Office and www.buenavistaco.gov on Friday, June 19, 2026