

Town of Rico Memorandum

Date: January 6<sup>th</sup>, 2020

TO: Town of Rico Board of Trustees  
FROM: Kari Distefano  
SUBJECT: Town Manager's Report

*1. Appointment of new board member*

As you know, Zach McManus has resigned his seat on the Rico Board of Trustees. Mayor Pro Tem, Barbara Betts has taken over as Mayor and Nicole Pieterse was appointed as Mayor Pro Tem at the December meeting. This process left the Board short one member. Linda Yellowman noticed the vacancy as per the requirements of the Rico Town Charter. We have two applicants, Pat Fallon and Allyn Svoboda. Their letters of interest are included in this packet. It is worth noting that Allyn Svoboda ran unsuccessfully for the Rico Board of Trustees in November. He came in fourth in the vote count. The successful applicant will be completing Zach McManus's term and will be up for re-election in November.

*2. Appointment of a member to the South West Colorado Council of Governments*

I have been Rico's member of the South West Council of Governments (SWCCOG) since I started work here. Unfortunately their meetings have always been a conflict with the San Miguel Authority for Regional Transportation. I have been able to juggle somewhat over the course of the years because I only went to the SMART meetings when I knew that the Rico Route was going to be included in the discussion. Now that Rico is officially part of SMART, I need to attend the meetings as Rico's operations manager and it will be more difficult to stay involved in the SWCCOG. If Rico is to continue as a member of that Board, we need to appoint a Trustee as a member. The focus of this Board has been broadband but they also are involved in housing and transportation. I am expecting Miriam Gillow-Wiles to be at the our Trustee's meeting to talk a little more about what is involved in being a member. They meet once a month on the second Thursday of every month.

*3. 1<sup>st</sup> Reading of the amended 2019 budget*

At the end of every year, once we have an accurate picture of how much money we have spent during the year, we amend the prior year's budget. This year enjoyed higher than anticipated revenues but we also had major unanticipated expenses to keep the Town Hall in tact.

*4. Consideration of a fee agreement with Carol Viner*

Our Attorney, Carol Viner, has left Masters and Viner P.C. to venture out on her own. I have included her fee agreement in this packet. This agreement looks the same as the original agreement but without Masters. Neither agreement mentioned one free trip to Rico per year although in the past Ms. Viner has been willing to do that.

*4. Consideration of an eligible governmental entity agreement with the statewide internet portal authority of the State of Colorado*

Late last month I got a notice of some grant money available through the Statewide Internet Portal Authority (SIPA). It was an easy application to fill out, which is a good thing because I didn't see it until about two hours before it was due. Anyway, I applied for funding to buy a new ArcView GIS license. Right now I am using a hand-me-down program from San Miguel County and there are some applications that it doesn't have, for example, I can't run a slope analysis with it. There are also some web-based features on the new program that would be nice to have. I don't really know if we have a good chance at this but it was worth a try. There is an agreement that needs to be signed by the Board. I have attached it for your review along with a copy of the grant application. I am suggesting that it be approved and signed.

*5. Appointment of a member (alternate) to the Region 9 Board*

I have also been Rico's member of the Region 9 Board. These meetings are quarterly and I have usually been able to attend but it would be good to have an alternate. This Board is dedicated to economic development in rural areas and has been very helpful. If anyone is interested, please provide me with a bio/resume and I will bring it to the next Region 9 meeting on January 30<sup>th</sup>.

*6. Signature cards for Dolores State Bank*

The Town of Rico requires two signatures on every check written. Linda Yellowman, the Clerk is always one, but a member of the Board of Trustees also has to sign. We need at least three Trustees that are eligible to sign. Please bring your driver's licenses to this meeting so that Linda can give a copy to the Dolores State Bank with the paperwork necessary to add you to the signature card.

*6. Sewer plan b.*

I have revisited the sewer question with the goal of making the commercial buildings on Glasgow either functional or more compliant with State regulations. In other words bringing central sewer to buildings like the old mercantile, which doesn't have water or sewer at all and the Rico Town Hall, which has a cesspool. The mercantile building is vacant and if the Town Hall's cesspool fails, the building will become effectively dysfunctional.

I have gotten some information about what are essentially package plants from a firm called ORENCO. I have also gotten a preliminary estimate of what it would cost to install one of these plants from the ORENCO engineers. I have included both the information and a map of the revised service area in this packet. Preliminary estimates suggest that a phase 1 system that would serve the area shown on the map could be constructed for \$1,696,441. This number includes a 20% contingency but not engineering costs. We should be eligible for a grant through the State Revolving Fund for engineering. Assuming a Department of Local Affairs grant with a 50% match and a low interest loan (1.5%), the Town could install this system for around \$49,117 per year. The money that currently exists and comes in to the sewer enterprise fund through taxes would be used along with user fees for maintenance.

There are still some questions about this scenario. This system would include the Delos processor that is shown in the information the manufacturer sent that would be installed in each individual building. I have asked the manufacturer's engineers how often these need to be replaced and maintained. High maintenance of these appliances could be a deal breaker.

I think we also need to have a discussion with the owners that would be served and make sure that they generally favor this approach. Pending a go ahead from the Trustees to work on this, I would organize a meeting of the Glasgow Ave. business owners. They would have to be amenable to connecting to the system to make it worth the Town's investment.

*7. Rico Center grant application*

As you know, the Town applied for grants from the Rico Center for snow removal costs and to fix and buy chains for the old, smaller loader. We also applied for funding to reseal the Town Hall masonry. We got funding for snow removal and repairs to the small loader, \$34,178.38 and sealing on the Town Hall masonry, \$13,000. I have included notification letters in this packet.

*8. License agreement for the Hot Springs property*

I sent a copy of a draft easement agreement to Mr. Swanky, the owner of the Hot Springs property. He did not like it. He felt that it would be an encumbrance on his property so I asked Carol Viner to look at some sort of a license agreement. She provided me with an example and I edited for the Hot Springs property. She added some additional elements to my draft. I have included it in this packet for your review. If the Board chooses to approve this agreement, I will pass it along to Mr. Swanky.

#### *9. Annexation of Popek property*

Lynne Markey sold the property to the south of Mike Popek's property to Mike Popek. This is good news because he has expressed a willingness to extend the trail easement that he has agreed to over his lot on to the Markey parcel, which he just purchased. This will allow us to connect the Rio Grande Southern Railroad Grade trail through Town to the US Forest Service trail south of the Markey property.

When Mike Popek told me that he had purchased the Markey property, he asked whether the Town had the ability to annex commercial property. Apparently he is planning to build a campground on the property. This is worth some discussion by the Board and I told Mr. Popek that I would bring it up at the January meeting. There are both advantages and disadvantages to annexation. The advantage would be that the Town could collect sales tax on the campground. The disadvantage would be that while he would have to install his own improvements, roads, water, electric etc., the Town would likely have to maintain them once the annexation occurred.

#### *8. Work plan for 2020*

I have attached a draft work plan for 2020. It includes a lot of ongoing projects. I would welcome any additions and a lively discussion.

Allyn Svoboda  
PO Box 212  
Rico, Colorado 81332

January 6, 2019

Town Clerk  
Town of Rico  
PO Box 9  
Rico Colorado, 81332

This is a statement of interest for appointment to the Town of Rico Board of Trustees to the fill the vacancy which now exists.

Patrick Fallon 19 N. Commercial St., Rico CO 81332-0038 215.359.6187 pfallon8@msn.com

December 13, 2019

To: Rico Board of Trustees  
Rico Town Hall  
N. Commercial St., Rico CO

To whom it may concern:

I, Patrick Fallon, am writing to express my interest in the available Board of Trustees position. I have been a resident of Rico for 21 years and am an active member of the community. I have raised children here, and welcome the opportunity to give back to Rico.

Please accept this letter as my intent to fill the position. My contact information is above if you have any questions.

With gratitude,

A handwritten signature in black ink, appearing to read 'Pat Fallon', with a long horizontal flourish extending to the right.

Pat Fallon

# Support of Pat Fallon for Town Board of Trustees

Below is a list of Rico residents in support of Patrick Fallon representing them on the Rico Town Board of Trustees.

Printed Name	Rico Physical Address	Signature
greg blasco	216 S COMMERCIAL ST	greg blasco
Sarah Lyons	26 N Glasgow Ave	Sarah Lyons
Craig Lyons	26 N. Glasgow Ave	Craig Lyons
Anna Caipen	324 N. Piedmont Ave.	Anna Caipen
Peter LaHse	25 S. Commercial St.	Peter LaHse
John Kim	10032 US HWY 145	John Kim
Kenneth Egan	18032 US HWY 145	Kenneth Egan
William Myer	110 Hinckley St	William Myer
John Scarborough	473 Rico, CO	John Scarborough
Benn J. Vernardakis	104 Hinckley Dr	Benn J. Vernardakis
Marta Battelli	304 N. Piedmont	Marta Battelli
T. J. Johnston	120 S. Kent St.	T. J. Johnston
Jenny Turney	115 S. Short St.	Jenny Turney
Todd Jones	213 S Commercial St	Todd Jones
8747 Viker	377 Selkirk	8747 Viker
Kathy Valencia	337 Silverglance Way	Kathy Valencia
CHRISTY KOPASZ	107 N. Garfield St	CHRISTY KOPASZ
MIKE HAGAN	124 N ARGENTINE	MIKE HAGAN
Mary Hagan	134 N Argentine	Mary Hagan
Ann Williams	35 Ruler St.	Ann Williams
Erin Johnson	9 S Glasgow Ave	Erin Johnson
Noah Hagan	134 N. Argentine	Noah Hagan
Ryan Fallon	14 N Commercial	Ryan Fallon
TENN FOX	18 S. Argentine Alley	TENN FOX
Sarah Kelley-Spang	32 S Commercial St	Sarah Kelley-Spang
Walt Craig	20 N Glasgow	Walt Craig
Mike Dougherty	5 S. Commercial	Mike Dougherty

# Support of Pat Fallon for Town Board of Trustees

Below is a list of Rico residents in support of Patrick Fallon representing them on the Rico Town Board of Trustees.

Printed Name	Rico Physical Address	Signature
Greg Phillips	16 N Silver St	Greg Phillips
Karen Owen	11 N Commercial St	Karen Owen
John Holman	4124 S. Longlake	John Holman
John Holman	4124 S. Longlake	John Holman
John Lang	117 N Hancock	John Lang
Mark Allen	135 N. River	Mark Allen
Tommy Fargas	113 Soda St	Tommy Fargas
Jane Thadman	142 Soda St	Jane Thadman
Annie Belaska	114 Pickers St	Annie Belaska
Andy Fung	144 Pickers St	Andy Fung
Justin Smith	2012 N. River St.	Justin Smith
Julie Bain	201 N. RIVER	Julie Bain
Mike O'Connor	302 Edgars	Mike O'Connor



**TOWN OF RICO ORDINANCE  
NO.2020-01**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO, AMENDING RICO  
BUDGET ORDINANCE NO. 2019-07 TO REFLECT ADDITIONAL REVENUES AND  
EXPENDITURES**

**WHEREAS**, the Rico Town Charter, Article VI, sec. 6.7, states that the Rico Board of Trustees may make additional appropriations by Ordinance to amend the Town's 2019 Budget as previously adopted by Ordinance No. 2019-07, for unanticipated expenditures or receipt of additional revenues. The purpose of this amended budget ordinance is to reconcile and amend the 2019 budget for increased expenditures and their corresponding revenues;

**WHEREAS**, the Town of Rico's **General Fund** revenues for regular operations were higher than estimated in December 2019. This was due to higher property taxes and higher sales tax income as a result of a good summer as well as the State of Colorado requiring off-site vendors to pay local sales tax. **The General Fund revenue increased by \$124,165.82**

**WHEREAS**, the Town of Rico's **General Fund** expenditures for regular operations were higher than estimated in December 2019. This was due to higher employee health insurance costs. **The General Fund expenditures increased by \$8,514.88.**

**WHEREAS**, the Town of Rico's **General Fund** revenues for capital and special projects were higher than estimated in December 2019. This was due to the success grants from the Rico Center and grants for the sewer economic analysis. **The General Fund for Capital and Special Projects revenue increased by \$17,094.50.**

**WHEREAS**, the Town of Rico's **General Fund** expenditures for capital and special projects were higher than estimated in December 2019. This was due to the need to replace the courthouse roof and repair damage done to the masonry after last March's heavy, wet snow. **The General Fund for Capital and Special Projects expenditures increased by \$85,220.15.**

**WHEREAS**, the Town of Rico's **Street Fund** revenues for regular operations were higher than estimated in December 2019. There was higher revenue in property taxes income and there was an increase in sales tax. **The Street Fund revenue increased by \$25,895.68.**

**WHEREAS**, the Town of Rico's **Street Fund** expenditures for regular operations were higher than estimated in December 2019. This was due to a snowy winter and higher expenditures in labor costs. **The Street Fund expenditures increased by \$2,652.20.**

**WHEREAS**, the Town of Rico's **Street Fund** expenditures for capital and special projects was lower than estimated in December 2019. The Town had budgeted for more gravel than we actually needed. **The Street Fund for Capital and Special Projects expenditures decreased by \$3,327.85.**

**WHEREAS**, the Town of Rico's **Water Fund** revenues for regular operations were lower than estimated in December 2019. Rico residents were more conservative with their water use. **The Water Fund revenues decreased by \$2,472.38.**

**WHEREAS**, the Town of Rico's **Water Fund** expenditures for regular operations were lower than estimated in December 2019. This was due to fewer necessary repairs. **The Water Fund has a decreased by \$57,974.80.**

**WHEREAS**, the Town of Rico's **Water Fund** revenues for capital and special projects were higher than estimated in December 2019 due to the fact that grant money for the 2018 preliminary engineering report come in 2019 for work that had been completed in 2018. **The Water Fund for Capital and Special Projects revenue has an increase of \$58,250.00.**

**WHEREAS**, the Town of Rico's **Water Fund** expenditures for capital and special projects was substantially lower than estimated in December 2019 due to the fact that we did not do tank repairs in the fall and that the SCADA system cost less than anticipated. This reduction was also do to not replacing meters this year. **The Water Fund for Capital and Special Projects expenditures has a projected decrease of \$520,964.11.**

**WHEREAS**, the Town of Rico's **Sewer Fund** revenues for regular operations were higher than estimated in December 2019. This was due to higher property taxes. **Sewer Fund revenue increased by \$327.30.**

**WHEREAS**, the Town of Rico's **Sewer Fund** expenditures for regular operations were lower than estimated in December 2019. **The Sewer Fund has an expenditure decrease of \$2,253.54.**

**WHEREAS**, the Town of Rico's **Sewer Fund** revenues for capital and special projects were higher than estimated in December 2019. Grant money from the preliminary engineering report came in 2019 for work that had been completed in 2018. **Sewer Fund revenue for Capital and Special Projects increased by \$17,691.99.**

**WHEREAS**, the Town of Rico's **Parks, Open Space and Trails Fund** revenues for regular operations were higher than estimated in December 2019. This is due to increased sales tax and unanticipated building permits as well as a Rico Center Grant. **Parks, Open Space and Trails Fund revenue increased \$38,907.98.**

**WHEREAS**, the Town of Rico's **Parks, Open Space and Trails Fund** expenditures for regular operations were higher than estimated in December 2019. This was due to an over run in the cost of the park administrator and supplies. **The Parks, Open Space and Trails Fund has a projected expenditure decrease of \$26,966.21.**

**WHEREAS**, the Town of Rico Board of Trustees declares that it is in the best interest of the Town's citizens and necessary for the health, safety and welfare of the Town to amend the 2019 annual budget to reflect the above described changes in revenues and expenses.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES  
OF THE TOWN OF RICO AS FOLLOWS:**

**SECTION 2.** The amendments set forth herein in no way effect the taxes levied as set forth in the 2019 Budget, Ordinance No. 2019-07.

**SECTION 3.** This Ordinance shall take effect immediately upon final adoption.

**ORDINANCE INTRODUCED, READ, APPROVED AND ADOPTED ON THE 15th  
DAY OF January 2020.**

**ORDINANCE READ, APPROVED AND ADOPTED BY FINAL READING THIS 19th  
DAY OF FEBRUARY 2020.**

**By:.**

\_\_\_\_\_  
**Rico Mayor**

**Attest:**

\_\_\_\_\_  
**Rico Town Clerk**

**VINER LAW**  
**REPRESENTATION AND ATTORNEY FEE AGREEMENT**



THIS AGREEMENT entered into effective the 1<sup>st</sup> day of January, 2020, between: Town of Rico (Client); and, Viner Law, a Colorado professional corporation, 1104 S. Townsend Ave, Montrose, Colorado 81401 (Law Firm).

1. Client retains Law Firm, as an independent contractor, to act under the title of Client Attorney, as attorney for the Client and to render to Client all legal services as Client or any of its authorized agents or officers may request or require.
2. During the term of this agreement Law Firm will maintain professional liability insurance of no less than \$1,000,000.00 per claim and \$2,000,000.00 aggregate liability.
3. Law Firm will bill for professional fees on an hourly basis. Current rates are \$185.00 per hour for attorneys, and \$85.00 per hour for paralegal time. The hourly rates stated herein are subject to change during the period of representation. However, no change in hourly rates will be made without first notifying the Client. Client will be billed on a monthly basis for fees and expenses incurred with payment due by the end of the month.
4. Law Firm does not charge for routine mail, copy, or long distance telephone expenses, but reserves the right to charge for such expenses in exceptional circumstances. Law Firm may charge Client for certain expenses such as recording fees, filing fees, costs of reports, express delivery or mail charges, computer assisted legal research charges, expert witness fees, investigative fees, mileage, overnight accommodations, out of Client meals, etc. Such expenses will be billed by Law Firm to Client at cost. In some cases these costs will be billed directly to Client, however, not without contacting Client first. Law Firm will not incur any expense to be billed to Client in excess of \$500.00, without prior consent of the Client Administer.

5. To ensure compliance with COLO. REV. STAT. § 8-17.5-102, Law Firm represents, warrants and agrees:
  - a. That Law Firm will not knowingly employ or contract with an illegal alien to perform work under this agreement, will provide Client with duly executed LAWFUL PRESENCE AFFIDAVITS of its employees upon request, and will not enter into a contract with a subcontractor that fails to certify to Law Firm that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this agreement.
  - b. Law Firm has confirmed the employment eligibility of current employees and will, within twenty (20) days after hiring any new employee to perform work under this agreement, affirm that Law Firm has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee. Law Firm will provide a written, notarized copy of the affirmation to the Client upon request.
  - c. If Law Firm obtains actual knowledge that a subcontractor performing work under this agreement knowingly employs or contracts with an illegal alien, Law Firm will: (i) notify the Subcontractor and the Client within three (3) days that Law Firm has actual knowledge that a subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this section 6, the subcontractor does not stop employing or contracting with the illegal alien; except that Law Firm will not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that it has not knowingly employed or contracted with an illegal alien.

6. Law Firm maintains client files electronically in Portable Document Format (PDF). Law Firm will send Client the originals of important papers and will retain electronic copies. Law Firm will send Client copies of all other documents either on paper or as PDF files.
7. In the course of representing Client, Law Firm may have occasion to communicate by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, Law Firm can offer no assurance that such interception will not occur. Law Firm will abide by any instructions Client may give us concerning electronic mail communications; in the absence of such instructions, Law Firm will use its judgment regarding the advisability of using such means of communication.
8. This agreement may be terminated at any time by either party for material breach or default by the other party not caused by an action or omission of the party terminating the agreement, or upon ninety (90) days written notice from either party to the other.
9. This agreement shall be governed by, construed, and enforced in accordance with the laws of Colorado.
10. Any and all public expenditures pursuant to this Agreement shall be subject to the annual appropriation of funds by the Client in accordance with State law.
11. This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.
12. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.
13. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be

taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

VINER LAW

CLIENT:

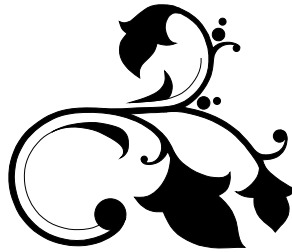
*Carol A. Viner*

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Carol A. Viner

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, Mayor



**From:** Statewide Internet Portal Authority sipa@cosipa.gov  
**Subject:** SIPA Grant Application  
**Date:** December 30, 2019 at 4:45 PM  
**To:** townmanager@ricocolorado.gov



Thank you for  
submitting "SIPA Grant Application"

The follow information was submitted to SIPA for review.

Submitted on: 12/30/2019 04:45:51 PM  
Completion time: 24 min. 14 sec.

Organization

**Town of Rico**

Government Organization Type

**- Municipality**

Website URL:

[www.ricocolorado.gov](http://www.ricocolorado.gov)

First Name

**Kari**

Last Name

**Distefano**

Email

[townmanager@ricocolorado.gov](mailto:townmanager@ricocolorado.gov)

Phone Number

[9709013420](tel:9709013420)

Introduction to the Organization

**The Town of Rico was incorporated in 1880 shortly after the Pioneer Mining District was founded. The discovery of a silver vein brought the Rio Grande Southern railroad, which operated from 1891 until 1954. The mine remained in operation until the mid 1970s.**

**Currently Rico's economy is based on attracting tourists that come for the recreational activities such as mountain biking, hunting and fishing. It also provides lower cost housing for employees of the neighboring resort town of Telluride and residents working from home through telecommuting.**

**In addition to the normal functions of a town such as public works and the administrative duties associated with operating a municipality, the Town of Rico has a parks and recreation program that operates a small park and provides winter activities such as groomed Nordic trails and a skating rink. The Town also provides a venue for the Rico Public Library.**

Project Category

**- Digitization**

Amount Requested. This must be a number.

**6000.00**

One Sentence Grant Purpose Statement - Tell us what will you use the funds for?

**The grant funding will be used to purchase a desktop ArcGIS Desktop subscription and all of its accompanying extensions.**

What Key Objectives do you Aim to Achieve with this Grant?

**ArcGIS is an integral part of land planning. Having access to a GIS system facilitates spacial analysis with the objectives of mapping wetlands, flood planes, wildfire hazard areas and areas within the municipal boundaries that are know to have lead contaminated soils. A GIS program would allow the Town to identify parcels with areas of environmental concern and plan accordingly.**

**ArcGIS will also allow the Town to map utility systems and add relevant data.**

How will this grant impact your community?

**Having a GIS program will allow the Town to identify areas that have environmental constraints and work with landowners to develop their property is such a manner that does not have a negative impact on either the environment or the landowner.**

**GIS programs also allow mapping of critical infrastructure like water lines, electric lines and fiber optics. Information such as size and conditions of pipes and conduit can be added to the data base as well as locations of fire hydrants, valves, transformers and other relevant hardware - again important planning tools.**



Who will be Impacted by this Project?

**More informed land planning will have a positive impact all property owners, residents and visitors.**

How Many People will be Impacted by this Project?

**101 to 1,000**

Project Plan

**Should the Town of Rico be successful in obtaining this grant, we will begin building a catalog of shp files (the files that ArcView uses to attach information to locations) of wetland areas, soil contamination, flood planes, avalanche areas and steep slopes. We will also begin mapping our water system, electric system and fiber lines. Rico does not have central sewer.**

**It is important to note that the current town manager has extensive experience with ArcView GIS programs and training additional staff will be unnecessary. Work on digitizing maps and attaching information can begin immediately.**

How will you measure outcomes & project success?

**We will measure the outcome by our ability to generate a catalog of information that will enhance our ability to make informed decisions with respect to land and utility planning.**

**The Town's ability to protect vital resources such as wetlands areas as well as protecting landowners by alerting them to hazards such as flood planes a steep slopes will also be a measure of this project's success.**

Do you agree, by completing this application, to use any funds awarded for the purposes described in this application and that the responsibility for the appropriate disbursement of these funds is the organization's responsibility?

**Yes**

Do you understand that once the funds are awarded and dispersed, SIPA holds no further responsibility (financial or otherwise) to the organization

**Yes**

By selecting "yes" to this item, you acknowledge and agree to allow SIPA to use your organization's name and related grant information in press releases and other promotional material.

**Yes**

Do you have an EGE Agreement with SIPA? An EGE is required. [Get an EGE Agreement.](#)

**Yes**

Application Date

**12/30/2019**

[ArcView GIS License cost estimate.png \(31Kb.\)](#)

Contact us if you have questions.

[sipa@cosipa.gov](mailto:sipa@cosipa.gov)

[720-409-5634](tel:720-409-5634)



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**ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT BETWEEN  
THE STATEWIDE INTERNET PORTAL AUTHORITY OF THE STATE OF  
COLORADO AND \_\_\_\_\_.**

This Eligible Governmental Entity Agreement ("Agreement") by and between the Colorado Statewide Internet Portal Authority ("SIPA"), and \_\_\_\_\_ ("EGE") (each a "Party" and collectively "Parties"), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**RECITALS**

WHEREAS, SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties; and

WHEREAS, pursuant to § 24-37.7-105 C.R.S., SIPA operates to provide electronic access for members of the public, state agencies, and local governments to electronic information, products, and services; and

WHEREAS, pursuant to §§ 24-37.7-102 and 24-37.7-104, C.R.S., SIPA operates as a political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-37.7-104, SIPA is authorized to enter into agreements and contracts with state agencies and local governments, and all state agencies and local governments are authorized to enter into and do all things necessary to perform any such arrangements or contracts; and

WHEREAS, § 29-1-203, C.R.S., authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other; and

WHEREAS, SIPA provides for the dissemination, sharing, and use of information, products, and services via the internet; and

WHEREAS, neither Party is committing funds or required to perform services as part of this agreement; and

WHEREAS, SIPA has entered into certain contracts with its contractors to operate the Colorado.gov Portal and to provide an array of electronic information, products, and services via the internet (e.g., "Colorado Statewide Internet Portal Authority Portal Integrator Contract with Colorado Interactive, LLC", as may be amended (hereinafter "Master Contract") and "COPE

Master Contract With Implementation Contractor to Support SaaS Collaboration, Office Productivity, & Email Solution" (hereinafter "COPE Contract") and other contracts to expand its array of electronic information, products, and services available to EGE; and

WHEREAS, SIPA will provide applications and services to EGE pursuant to Task Orders, Statements of Work, Work Orders; or any agreed-upon documentation under this Agreement; and

WHEREAS, a Task Order, Statement of Work, Work Order, or other agreed-upon documentation will be prepared for each application or service and mutually signed by SIPA and EGE;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in a Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement. As mutually agreed upon in subsequent Work Orders, Task Orders, Statements of Work, or any other agreed-upon documentation under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.
2. SIPA may, with the authorization of EGE, through the Portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information reside, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.
3. SIPA and EGE may enter into Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement shall describe specific Services and/or Applications to be provided to EGE. EGE acknowledges that Services and/or Applications are usually offered by SIPA's contractors. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall cover the purchase of goods and services from SIPA through the use of EGE funds. All Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation involving EGE funds may be approved by the EGE official with authority to execute such agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall contain specific time or performance milestones for SIPA's contractor(s), timelines for completion of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation, including design specifications and other criteria relevant to the completion of applicable Task Orders, Purchase Orders, Statements of Work, or any

agreed-upon documentation, criteria and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation.

4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use Contractors to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement.
5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an individual Work Order, Task Order, Statement of Work or any other agreed-upon documentation under this Agreement, will be subject to the terms and conditions of that document.
6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.
7. This Agreement (and related Task Orders, Work Orders, Statements of Work, and agreed-upon documentation) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
8. Neither SIPA nor its contractors have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its contractors shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall at all times be the custodian of records. Neither SIPA nor its contractors shall be deemed to be either the custodian of records or the custodian's agent.
9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or email

transmission will constitute effective and binding execution and delivery of this Agreement.

10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its contractors protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

#### 11. Miscellaneous Provisions

A. Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA and its agents shall pay when due all required employment taxes and income tax and local head tax on any monies paid by EGE pursuant to this Agreement. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the Agreement required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

B. Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

C. Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA shall strictly adhere to all applicable

federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

D. Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

F. Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

**Statewide Internet Portal Authority**

**Attn:** EGE Administrator

**Street Address:** 1300 Broadway, Suite 440

**City, State, Zip:** Denver, CO 80203

**Phone:** (720) 409-5634

**Fax:** (720) 409-5642

**Email:** sipa@cosipa.gov

If to EGE:

**Attn:**

**Street Address:**

**City, State, Zip:**

**Phone:**

**Fax:**

**Email:**

And/or

**Attn:**

**Street Address:**

**City, State, Zip:**

**Phone:**

**Fax:**

**Email:**

And to other address or addresses as the parties may designate in writing.

G: Third Party Beneficiary: EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its contractors under which SIPA provides electronic information, products, and services to EGE, including the Master Contract Section 20.M., as may be amended.

H. Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

\_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

Entity:       Statewide Internet Portal Authority

\_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

Entity:

Address:

Phone:

Email:



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# Preliminary Evaluation of an AdvanTex® Treatment Facility

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**Project Name**

Rico Treatment Plant – Phase 1  
Rico, CO

**Prepared for**

Kari Distefano  
Town Manager

**Prepared by**

Jessy Cugley  
Systems Engineering  
Roger Shafer, PE  
SCG Enterprises Inc

**Date**

January 6, 2020



## AdvanTex® Treatment System Project Proposal

Project Name: Rico Treatment Plant – Phase 1

Project Location: Rico, CO

Application: Municipal

### DESIGN PARAMETERS

The facility addressed in this proposal includes 25 residential units and core commercial properties. Projected wastewater flow rates and organic loading were provided and based upon historic and projected usage for the existing facilities.

#### Wastewater Flow Rates

Wastewater design flows for the service area were provided by Kari Distefano, Town Manager on 14 November 2019 and are outlined in the table below.

**Table 1. Hydraulic Design Parameters**

Hydraulic Design Parameters for Proposed Facilities			
Service Type	Flow Assumptions	Design Average Daily Flow (DADF) (gpd)	Design Max Daily Flow (DMDF) (gpd)
Municipal	Regulatory Tables	10,000	20,000

#### Wastewater Strengths

Predicted wastewater strengths for the service area were provided by Kari Distefano, Town Manager on 14 November 2019 and are outlined in the tables below. For nitrogen restrictive permit limits, the primary treated effluent should have a minimum temperature of 10°C in the winter and 15°C during summer months, with pH ranging from 7.2 to 8, and a residual alkalinity of greater than 100 mg/L maintained throughout the process. This will typically require an alkalinity feed system.

**Table 2. Constituent Loading Assumptions to Treatment Plant**

Parameter	DMDF, gpd	Concentration (mg/L)	Primary Treated Load (lbs/day)
Biochemical Oxygen Demand (BOD <sub>5</sub> ), mg/L:	20,000	250	20.85
Total Suspended Solids (TSS), mg/L:	20,000	120	10.01
Total Kjeldahl Nitrogen (TKN), mg/L:	20,000	60	5.00

## **Permit Limits and Loading Rates**

The following table provides the discharge limitations as provided by by Kari Distefano, Town Manager on 14 November 2019. The scope of this proposal is pertinent only to BOD<sub>5</sub>, TSS, and Total Inorganic Nitrogen.

***Table 3. Permit Limits***

<b>Permit Constituent or Parameter</b>	<b>Average</b>	<b>Not to Exceed</b>
Biochemical Oxygen Demand (BOD <sub>5</sub> ), mg/L:	< 30	< 45
Total Suspended Solids (TSS), mg/L:	< 30	< 45
Total Inorganic Nitrogen (TIN), mg/L:	≤ 10	≤ 10

***Table 4. Standard AdvanTex Loading Rates***

<b>Permit Constituent or Parameter</b>	<b>Design AVERAGE Day</b>	<b>Design MAXIMUM Day</b>
Hydraulic	25 gpd/sq.ft•d	50 gpd/sq.ft•d
BOD <sub>5</sub>	0.04 lbs/sq.ft•d	0.08 lbs/sq.ft•d
TN/TKN	0.014 lbs/sq.ft•d	0.028 lbs/sq.ft•d
NH <sub>3</sub> -N (or TKN limit)	0.01 lbs/sq.ft•d	0.02 lbs/sq.ft•d

## TECHNOLOGY DESCRIPTION & SIZING

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### DELOS Processor

Delos Processors are designed to collect wastewater; segregate settleable and floatable solids (sludge and scum); accumulate, consolidate and store solids; digest organic matter; and discharge primary-treated effluent with its unique meander tank design. Passive, energy-free primary tank-age provides the most cost-efficient method of primary treatment available for nonindustrial sewage; BOD removal of >50% and TSS removal of > 90% are typically accomplished with passive primary treatment.

1. Meander tank design
2. Pump vault
3. Passive self-cleaning Biotube Filter
4. Effluent Pump
5. Hanging discharge assembly
6. Float switches
7. ClickTight connection system
8. Single access riser
9. Control panel (not shown)



**Figure 1. Delos Processor components.**

### Forcemain (Effluent Sewer)

Effluent leaving the Delos Processor is conveyed to the treatment plant using small diameter (typically 2 – 4" PVC or HDPE) forcemains. Only the filtered liquid is discharged by pump to shallow, small-diameter collection lines that follow the contour of the land. Solids remain in the underground tank, for passive, natural treatment.



**Figure 2. Delos Liquid Only Sewer and AdvanTex Treatment Facility**

### Pre-Anoxic Tank

This process consists of recirculating a portion of the recirc-blend (or filtrate) from the AdvanTex secondary treatment system to an anoxic zone within the initial primary solids settling/collection chamber or, preferably, in a separate pre-anoxic tank. A pre-anoxic treatment stage tends to balance and lower concentrations by blending primary treated effluent with AX filtrate. It also provides an environment for denitrifying a portion of the nitrified filtrate.

The use of a pre-anoxic stage benefits all applications and is essential for those applications with high-strength waste (organic or nitrogen concentrations) and restrictive permit limits, as well as applications in which higher-quality effluent and enhanced overall removal performance are desired.

### AdvanTex Treatment

After primary or pre-anoxic treatment, effluent is transported to the recirculation-blend tank or chamber, where it is blended with AdvanTex filtrate. The blended wastewater is distributed over the AdvanTex textile media and percolates down through the media, where it is filtered, cleaned, and nitrified by the naturally occurring microorganisms populating the media. After treatment, a portion of the filtrate is returned to the recirculation-blend chamber while a portion is transported to the next treatment stage or to dispersal. Note that a portion of the recirc-blend (or filtrate) is often returned directly to the pre-anoxic treatment stage. This proposal provides an estimate of system sizing and costs based upon the information provided. This proposal does not constitute a design.

### Post-Anoxic Treatment

The post-anoxic treatment stage provides additional denitrification after Stage One treatment in wastewater systems that require significant (60-80%) reductions in TN, TIN, or  $\text{NO}_3\text{-N}$ . Nitrified AdvanTex filtrate from Stage One is transported to an anoxic zone inside of the post-anoxic carbon addition tank unit where supplemental carbon (methanol) is added. During post-anoxic denitrification, BOD is consumed during the conversion of  $\text{NO}_3$  to  $\text{N}_2$  gas by facultative heterotrophic bacteria. The  $\text{N}_2$  gas is then returned to the atmosphere.

**Table 5. Treatment Tank Minimum Recommendations**

Tank Stage	HRT <sup>1</sup> @ DMDF	VOLUME
Pre-Anoxic	0.5 days <sup>2</sup>	10,000 U.S. Gallons

<sup>1</sup> HRT is based on the sum of the Design Maximum Day Flows from all sources. This assumes each waste source has a separate primary tank and a watertight collection system. For systems using gravity collection to a single primary tank, add 1.5 day HRT (based on Design Maximum Day Flow).

<sup>2</sup> HRT shown assumes Delos Liquid Only Sewer Collection

**Table 6. Standard AdvanTex System Sizing**

Permit Constituent or Parameter	Load Value (DADF)	Loading Rate	AdvanTex Unit Size
Hydraulic	10,000 gpd	25 gpd/sq.ft•d	400 sq.ft.
Biochemical Oxygen Demand (BOD <sub>5</sub> ), mg/L:	20.85 lbs	0.04 lbs/sq.ft•d	522 sq.ft.
Total Suspended Solids (TSS), mg/L:	10.01 lbs	0.04 lbs/sq.ft•d	250 sq.ft.
Total Kjeldahl Nitrogen (TKN), mg/L:	5.00 lbs	0.01 lbs/sq.ft•d	500 sq.ft.

\* Hydraulic load value and loading rate selected using most conservative sizing value, other constituents based on average day design flow

\* Pounds shown for all nitrogen constituents are for TKN component only

# EQUIPMENT SELECTION

**Table 7. Orenco AX-Max Treatment Equipment**

First Stage Treatment Unit(s):	(1) AX-MAX300-42, (1) AX-MAX225-35
First Stage Pumping Setup:	(2) Duplex PF7515
First Stage Treatment Volume:	15904 U.S. Gallons

**Table 8. Alkalinity Feed System**

Feed System:	Alkalinity Feed System, DCF-3036
Chemical Used:	Soda Ash (Sodium Carbonate)
Feed Rate:	1.6 lbs/hour
30 Day Storage:	19.1 cu. ft.

**Table 9. Post Anoxic treatment System**

System Type:	MBBRd
MBBR Model(s):	MBBRD0814
Feed System:	LCF3636-AG
Chemical Used:	MicroC2000
Feed Rate:	0.03 U.S. gal/hour
30 Day Storage:	24.1 U.S. Gallons

**Table 10. Orenco Treatment System Costs with Installation**

<b>Project Estimated Costs</b>	<b>Total Low</b>	<b>Total High</b>
Primary Treatment Subtotal	\$0	\$0
Pre-Secondary Treatment Subtotal	\$66,700	\$73,100
Secondary Treatment Subtotal	\$200,028	\$203,756
Discharge System Subtotal	\$2,650	\$3,700
Ancillary Equipment Subtotal	\$106,069	\$113,402
<b>Materials and Equipment Subtotal</b>	<b>\$375,447</b>	<b>\$393,958</b>
Construction Estimate	\$93,862	\$118,187
Shipping, Commissioning, and Operator Training	\$22,072	\$25,198
<b>Total Project Estimate</b>	<b>\$491,381</b>	<b>\$537,344</b>
<i>Deduction if, at the discretion of the engineer, anti-flotation is not specified</i>	<i>(\$61,490)</i>	<i>(\$63,855)</i>
<b>Total Project Estimate w/o anti-flotation</b>	<b>\$429,891</b>	<b>\$473,489</b>

**Table 11. Optional Orenco Equipment Budgetary Estimate**

<b>Project Estimated Costs</b>	<b>Total Low</b>	<b>Total High</b>
Control/Equipment Building, 8'x8'x14', Includes Installation of control panel and ability to install future equipment in Phase Two	\$25,000	\$28,000
Influent/Effluent Flow Meter, 1-in Mag-MM	\$5,400	\$5,670
<b>Total for Optional Equipment</b>	<b>\$30,400</b>	<b>\$33,670</b>

All estimates are for budgetary purposes only. Actual quotes will be produced once the design and project plans are completed and provided by the designer. All estimates include Orenco provided materials and are F.O.B. Sutherlin or Winchester, Oregon. Freight costs can be determined after plans are finalized and are the responsibility of the purchaser, but will typically range from 5-12% of materials.

Cost estimates do not include material and labor costs for site work, utilities, state or local taxes, permitting, inspections, administration, engineering, etc. Based on the parameters provided for the project, it appears that some form of disinfection will be required. The estimated cost for UV disinfection is not provided as part of this proposal.



## **SCHEDULING / MANUFACTURING**

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### **Lead Times**

Lead times are currently estimated at 4-6 weeks upon time of purchase order.

### **Payment Terms & Conditions**

100% at time of purchase order unless otherwise negotiated.

### **Warranty**

The integrated equipment package proposed will be warrantied against manufacturer's defects in accordance with Orenco Systems Inc. standard warranty of Five (5) years from time of purchase. If the equipment is used as part of a retrofit or replacement package, the warranty will vary between one to three years depending on the situation.

### **Proposal Period Validity**

This proposal is valid for a period of sixty (60) days unless extended in writing by Orenco Systems Inc.

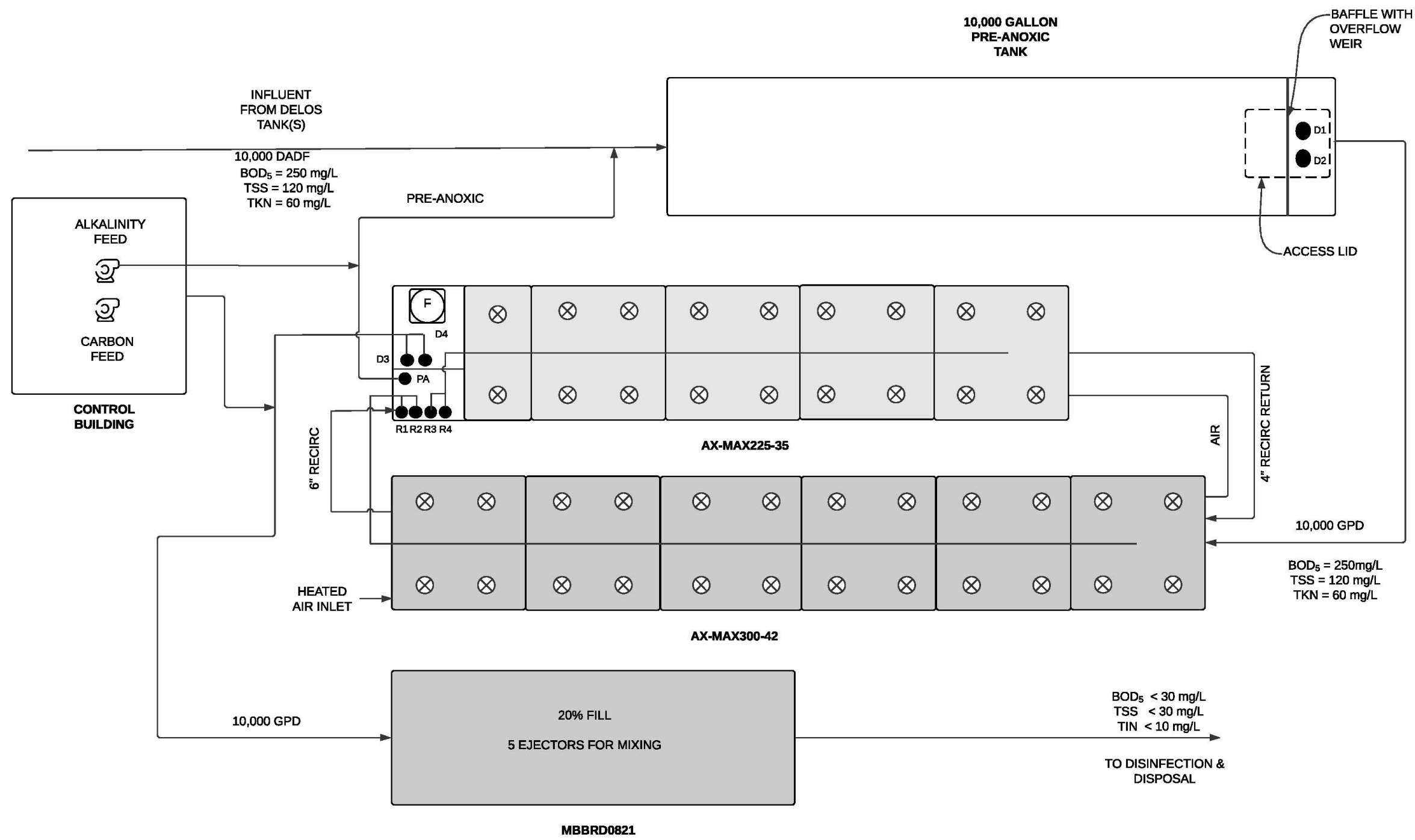
## APPENDIX A: Estimated Cost Breakdown

WWTP Budgetary Estimate - Phase One					
Qty	Primary Treatment Materials	Unit Low	Unit High	Total Low	Total High
	Primary Treatment in Delos Collection System				
Primary Treatment Subtotal				\$0	\$0
<b>Pre-Secondary Treatment Materials</b>					
1	Pre-Anoxic TMAX-28 Tank (Required for future phasing)	\$58,200	\$64,600	\$58,200	\$64,600
1	Anti-Floatation Flange for TMAX-28	\$8,500	\$8,500	\$8,500	\$8,500
Pre-Secondary Treatment Subtotal				\$66,700	\$73,100
<b>Secondary Treatment Materials</b>					
1	AX-MAX300-42	\$81,300	\$82,500	\$81,300	\$82,500
1	Anti-Floatation Flange for AX-MAX300-42	\$16,900	\$16,900	\$16,900	\$16,900
1	AX-MAX225-35	\$73,200	\$74,600	\$73,200	\$74,600
1	Anti-Floatation Flange for AX-MAX225-35	\$13,400	\$13,400	\$13,400	\$13,400
1	PF7515 D Pumping system	\$4,300	\$4,700	\$4,300	\$4,700
1	PF7515 D Pumping system	\$4,000	\$4,200	\$4,000	\$4,200
1	Pre-Anoxic Return Pump	\$1,300	\$1,600	\$1,300	\$1,600
1	Ventilation Assemblies with Heater	\$5,370	\$5,370	\$5,370	\$5,370
1	Float Assembly	\$108	\$186	\$108	\$186
2	Piping, fittings, glue	\$75	\$150	\$150	\$300
Secondary Treatment Subtotal				\$200,028	\$203,756
<b>Discharge System Materials</b>					
	Volume Included in MAX System				
1	Discharge Pumping Equipment	\$2,650	\$3,700	\$2,650	\$3,700
Discharge System Subtotal				\$2,650	\$3,700
<b>Post Anoxic Treatment and Ancillary Materials</b>					
1	MBBRD0821	\$65,000	\$65,000	\$65,000	\$65,000
1	Anti-Floatation Flange for MBBRD0821	\$8,500	\$8,500	\$8,500	\$8,500
1	Blower Model for Pneumatic Ejectors: 3BA72100AT16	\$3,000	\$3,150	\$3,000	\$3,150
1	Telemetry Control Panel	\$10,500	\$15,100	\$10,500	\$15,100
1	Alkalinity Feed System, DCF-3036	\$12,517	\$14,100	\$12,517	\$14,100
1	Post-Anoxic Carbon Feed System, LCF3636-AG	\$6,552	\$7,552	\$6,552	\$7,552
	Disinfection By Others	\$0	\$0	\$0	\$0
Ancillary Equipment Subtotal				\$106,069	\$113,402
<b>Shipping, Commissioning, and Operator Training</b>					
	Commissioning and Operator Training			\$3,000	\$5,000
	Operation & Maintenance Manual			\$300	\$500
	Shipping (as percent of materials)	5%	5%	\$18,772	\$19,698
<b>Construction Estimate</b>					
	Labor and Misc. Equipment (% of Materials)	25%	30%	\$93,862	\$118,187

Only items shown are estimated. This budgetary estimate does not include materials and labor costs for controls building, site work, dispersal system, utilities, state or local taxes, permitting, inspections, administration, engineering, etc.	<b>Materials and Equipment Subtotal</b>	\$375,447	\$393,958
	<b>Shipping and Commissioning</b>	\$22,072	\$25,198
	<b>Construction Estimate</b>	\$93,862	\$118,187
	<b>Total Project Estimate</b>	\$491,381	\$537,344
<b>Total Project Estimate w/o Anti-Floatation</b>		<b>\$429,891</b>	<b>\$473,489</b>

Optional Equipment Budgetary Estimate					
Qty	Primary Treatment Materials	Unit Low	Unit High	Total Low	Total High
1	Control/Equipment Building, 8'x8'x14', Includes Installation of control panel and ability to install future equipment in Phase Two	\$25,000	\$28,000	\$25,000	\$28,000
2	Influent/Effluent Flow Meter, 1-in Mag-MM	\$2,700	\$2,835	\$5,400	\$5,670
Optional Equipment Subtotal				\$30,400	\$33,670

APPENDIX B: Process Flow Diagram, NTS



## APPENDIX C: Estimated Operating Cost Breakdown

Estimate provided is based on \$0.10/kWhr using 230V Three phase.

Treatment Facility Pump Electrical Costs	Wattage	Daily Electrical Usage	Estimated Annual Electrical Cost
Pre-Anoxic Return Pump	0.59 kW	3.25 kWhr	\$115.74
Secondary Treatment Pump Unit (Stage One)	1.46 kW	16.22 kWhr	\$577.70
Discharge Pump Unit	0.81 kW	2.70 kWhr	\$96.15
<b>Pump Electrical Subtotal</b>		<b>21.62 kWhr</b>	<b>\$770.01</b>

Treatment Facility Ancillary Electrical Costs	Wattage	Daily Electrical Usage	Estimated Annual Electrical Cost
Secondary Treatment Vent Fan(s)	0.06 kW	1.44 kWhr	\$51.28
Optional Secondary Treatment Heater	1.00 kW	24.00 kWhr	\$363.29
MBBR Blower for Mixing	1.00 kW	4.80 kWhr	\$170.94
Alkalinity Feed Auger	0.37 kW	2.06 kWhr	\$73.20
Alkalinity Feed Agitator	0.04 kW	0.22 kWhr	\$7.91
Liquid Carbon Feed Pump – Post-Anoxic	0.20 kW	0.67 kWhr	\$23.74
<b>Ancillary Electrical Subtotal</b>		<b>33.18 kWhr</b>	<b>\$690.36</b>

Treatment Facility Communication Costs	Monthly Fee	Months	Estimated Annual Phone Cost
Phone Line for Telemetry Control Access	\$50	12	\$600.00
<b>Communication Subtotal</b>			<b>\$600.00</b>

Treatment Facility Chemical Costs	Chemical	Daily Usage	Chemical Cost (\$/unit)	Estimated Annual Chemical Cost
Alkalinity	Soda Ash (Sodium Carbonate)	38.3 lbs/day	\$0.10	\$1,397.28
Carbon – Post-Anoxic	MicroC 2000	0.8 U.S. gal/day	\$8.00	\$2,343.63
<b>Estimated Annual Chemical Cost</b>				<b>\$3,740.91</b>

<b>Treatment Facility Maintenance Activities</b>	<b>Qty</b>	<b>Events / Year</b>	<b>Event (hrs)</b>	<b>Labor (hrs)</b>	<b>Estimated Annual Costs</b>
Pumps	7	1	0.5	1.00	\$210.00
Telemetry Control Panel, Data Logging Onsite	1	4	0.33	1.32	\$79.20
Visual Inspection of System	1	12	1	12.00	\$720.00
Measure Sludge Level, AX-MAX Units	4	1	0.5	2.00	\$120.00
Measure MAX Inlet Pressure/Adjust Spray	4	2	0.333	2.66	\$159.84
Flush MAX Distribution Laterals	4	1	1	4.00	\$240.00
Misc. Record Keeping	1	12	1	12.00	\$720.00
Emergency Maintenance	1	2	2	4.00	\$240.00
Travel Time to Site, Charged One Way	1	12	0.5	6.00	\$360.00
Telemetry Controls Analysis	1	4	1	4.00	\$240.00
Permit Reporting	1	12	1	12.00	\$720.00
Site Prep & Clean-up	1	12	0.5	6.00	\$360.00
Sampling	1	12	0.5	6.00	\$360.00
<b>Estimated Annual Maintenance Activities</b>					<b>\$4,529.04</b>

<b>Replacement and Repair Parts</b>	<b>Qty</b>	<b>Est. Life (yrs)</b>	<b>Unit Replacement Cost</b>	<b>Labor (hrs)</b>	<b>Labor Cost</b>	<b>Est. Annual Costs</b>
Pre-Anoxic Return Pump Model PF3005 DA	1	15	\$975.00	0.5	\$30.00	\$105.00
Secondary Treatment Pump Model PF7515 D	4	10	\$1,451.00	0.5	\$30.00	\$797.00
Discharge Pump Model PF5007 DA	2	20	\$976.00	0.5	\$30.00	\$182.00
Secondary Treatment Float Assembly	1	5	\$143.90	0.5	\$30.00	\$41.00
Discharge Float Assembly	1	5	\$143.90	0.5	\$30.00	\$41.00
Ventilation Fan	1	5	\$868.00	1	\$60.00	\$216.00
Ventilation Fan Heater	1	5	\$1,200.00	1	\$60.00	\$293.00
Replacement components	0.25	20	\$15,100.00	1	\$60.00	\$343.00
Post-Anoxic Chem Feed Pump	1	5	\$1,250.00	0.5	\$30.00	\$297.00
Chem Feed Auger	1	10	\$800.00	1	\$60.00	\$116.00
Chem Feed Agitator	1	5	\$250.00	0.5	\$30.00	\$65.00
MBBRd Blower for Mixing	1	5	\$2,025.00	2	\$120.00	\$498.00
Textile Replacement	525 sq.ft.	25	\$27.40	0.08	\$4.80	\$1,416.00
<b>Estimated Annual Replacement and Repair Parts Budget</b>						<b>\$4,410</b>

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# Preliminary Evaluation of an AdvanTex<sup>®</sup> Treatment Facility

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**Project Name**

Rico Treatment Plant – Phase 2  
Rico, CO

**Prepared for**

Kari Distefano  
Town Manager

**Prepared by**

Jessy Cugley  
Systems Engineering  
Roger Shafer, PE  
SCG Enterprises Inc.

**Date**

January 6, 2020



## AdvanTex® Treatment System Project Proposal

Project Name: Rico Treatment Plant – Phase 2

Project Location: Rico, CO

Application: Municipal

### DESIGN PARAMETERS

The facility addressed in this proposal includes 25 residential units and core commercial properties. Projected wastewater flow rates and organic loading were provided and based upon historic and projected usage for the existing facilities. Phase 2 will build on equipment as proposed in Phase 1.

#### Wastewater Flow Rates

Wastewater design flows for the service area were provided by Kari Distefano, Town Manager on 14 November 2019 and are outlined in the table below.

**Table 1. Hydraulic Design Parameters**

Hydraulic Design Parameters for Proposed Facilities			
Service Type	Flow Assumptions	Design Average Daily Flow (DADF) (gpd)	Design Max Daily Flow (DMDF) (gpd)
Municipal	Regulatory Tables	20,000	40,000

#### Wastewater Strengths

Predicted wastewater strengths for the service area were provided by Kari Distefano, Town Manager on 14 November 2019 and are outlined in the tables below. For nitrogen restrictive permit limits, the primary treated effluent should have a minimum temperature of 10°C in the winter and 15°C during summer months, with pH ranging from 7.2 to 8, and a residual alkalinity of greater than 100 mg/L maintained throughout the process. This will typically require an alkalinity feed system.

**Table 2. Constituent Loading Assumptions**

Parameter	DADF, gpd	Concentration (mg/L)	Primary Treated Load (lbs/day)
Biochemical Oxygen Demand (BOD <sub>5</sub> ), mg/L:	20,000	250	41.70
Total Suspended Solids (TSS), mg/L:	20,000	120	20.02
Total Kjeldahl Nitrogen (TKN), mg/L:	20,000	60	10.01

## **Permit Limits and Loading Rates**

The following table provides the discharge limitations as provided by by Kari Distefano, Town Manager on 14 November 2019. The scope of this proposal is pertinent only to BOD<sub>5</sub>, TSS, and Total Inorganic Nitrogen.

***Table 3. Permit Limits***

<b>Permit Constituent or Parameter</b>	<b>Average</b>	<b>Not to Exceed</b>
Biochemical Oxygen Demand (BOD <sub>5</sub> ), mg/L:	< 30	< 45
Total Suspended Solids (TSS), mg/L:	< 30	< 45
Total Inorganic Nitrogen (TIN), mg/L:	≤ 10	≤ 10

***Table 4. Second Stage AdvanTex Loading Rates***

<b>Permit Constituent or Parameter</b>	<b>Design AVERAGE Day</b>	<b>Design MAXIMUM Day</b>
Hydraulic	75 gpd/sq.ft•d	125 gpd/sq.ft•d
BOD <sub>5</sub>	0.02 lbs/sq.ft•d	0.04 lbs/sq.ft•d
TN/TKN	0.007 lbs/sq.ft•d	0.014 lbs/sq.ft•d
NH <sub>3</sub> -N (or TKN limit)	0.005 lbs/sq.ft•d	0.01 lbs/sq.ft•d



## TECHNOLOGY DESCRIPTION & SIZING

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Orenco Moving Bed Biofilm Reactor (MBBR) units use durable and corrosion-resistant pneumatic ejectors for media mixing. Bioreactor media is made of a durable plastic material for effective treatment and longevity. Orenco's MBBRa provides organic reduction and nitrification in conjunction with a secondary treatment system.

Packed bed filters (PBFs) – incorporating treatment media such as sand, gravel, and textile – have been used successfully for decades to treat onsite wastewater flows. These filters reliably produce high quality effluent that is superior to that discharged by the majority of our nation's municipal treatment facilities. The most effective of these filters is AdvanTex Treatment System.

This proposal provides an estimate of system sizing and costs for expansion based upon the information provided. This proposal does not constitute a design.

**Table 5. Treatment Tank Minimum Recommendations Post MBBRa**

Tank Stage	HRT @ DMDF	VOLUME
Clarifier	0.5 days	10,000 U.S. Gallons

**Table 6. Second Stage (Polishing) AdvanTex System Sizing**

Permit Constituent or Parameter	Load Value (DADF)	Loading Rate	AdvanTex Unit Size
Hydraulic	40,000 gpd*	125 gpd/sq.ft•d	320 sq.ft.
Biochemical Oxygen Demand (BOD <sub>5</sub> ), mg/L:	< 10.0 lbs	0.02 lbs/sq.ft•d	500 sq.ft.
Total Suspended Solids (TSS), mg/L:	< 10.0 lbs	0.02 lbs/sq.ft•d	500 sq.ft.
Total Kjeldahl Nitrogen (TKN), mg/L:	< 3.6 lbs	0.007 lbs/sq.ft•d	514 sq.ft.

\* Hydraulic load value and loading rate selected using most conservative sizing value, other constituents based on average day design flow

\* Pounds shown for all nitrogen constituents are for TKN component only

# EQUIPMENT SELECTION

**Table 7. Orenco AX-Max Treatment Equipment**

First Stage Treatment Unit(s):	MBBRa0842
Second Stage Treatment Unit(s):	Use Existing AdvanTex - (1) AX-MAX300-42, (1) AX-MAX225-35

**Table 8. Alkalinity Feed System**

Feed System:	Use Existing Alkalinity Feed System
Chemical Used:	Use Existing
Feed Rate:	Adjust accordingly

**Table 9. Post Anoxic treatment System**

System Type:	Existing MBBRd
Feed System:	Use Existing
Chemical Used:	Use Existing
Feed Rate:	Adjust accordingly

**Table 10. Orenco Treatment System Costs with Installation**

<b>Project Estimated Costs</b>	<b>Total Low</b>	<b>Total High</b>
Primary Treatment Subtotal	\$0	\$0
Secondary Treatment Subtotal	\$213,000	\$213,000
Second Stage AdvanTex Treatment Materials Subtotal	\$0	\$0
Post Anoxic Treatment and Ancillary Materials	\$7,600	\$8,000
<b>Materials and Equipment Subtotal</b>	<b>\$220,600</b>	<b>\$224,000</b>
Construction Estimate	\$12,830	\$14,500
Shipping, Commissioning, and Operator Training	\$55,150	\$56,000
<b>Total Project Estimate</b>	<b>\$288,580</b>	<b>\$294,500</b>

All estimates are for budgetary purposes only. Actual quotes will be produced once the design and project plans are completed and provided by the designer. All estimates include Orenco provided materials and are F.O.B. Sutherlin or Winchester, Oregon. Freight costs can be determined after plans are finalized and are the responsibility of the purchaser, but will typically range from 5-12% of materials.

Cost estimates do not include material and labor costs for site work, utilities, state or local taxes, permitting, inspections, administration, engineering, etc. Based on the parameters provided for the project, it appears that some form of disinfection will be required. The estimated cost for UV disinfection is not provided as part of this proposal.

## **SCHEDULING / MANUFACTURING**

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### **Lead Times**

Lead times are currently estimated at 10 - 12 weeks upon time of purchase order.

### **Payment Terms & Conditions**

100% at time of purchase order unless otherwise negotiated.

### **Warranty**

The integrated equipment package proposed will be warrantied against manufacturer's defects in accordance with Orenco Systems Inc. standard warranty of Five (5) years from time of purchase. If the equipment is used as part of a retrofit or replacement package, the warranty will vary between one to three years depending on the situation.

### **Proposal Period Validity**

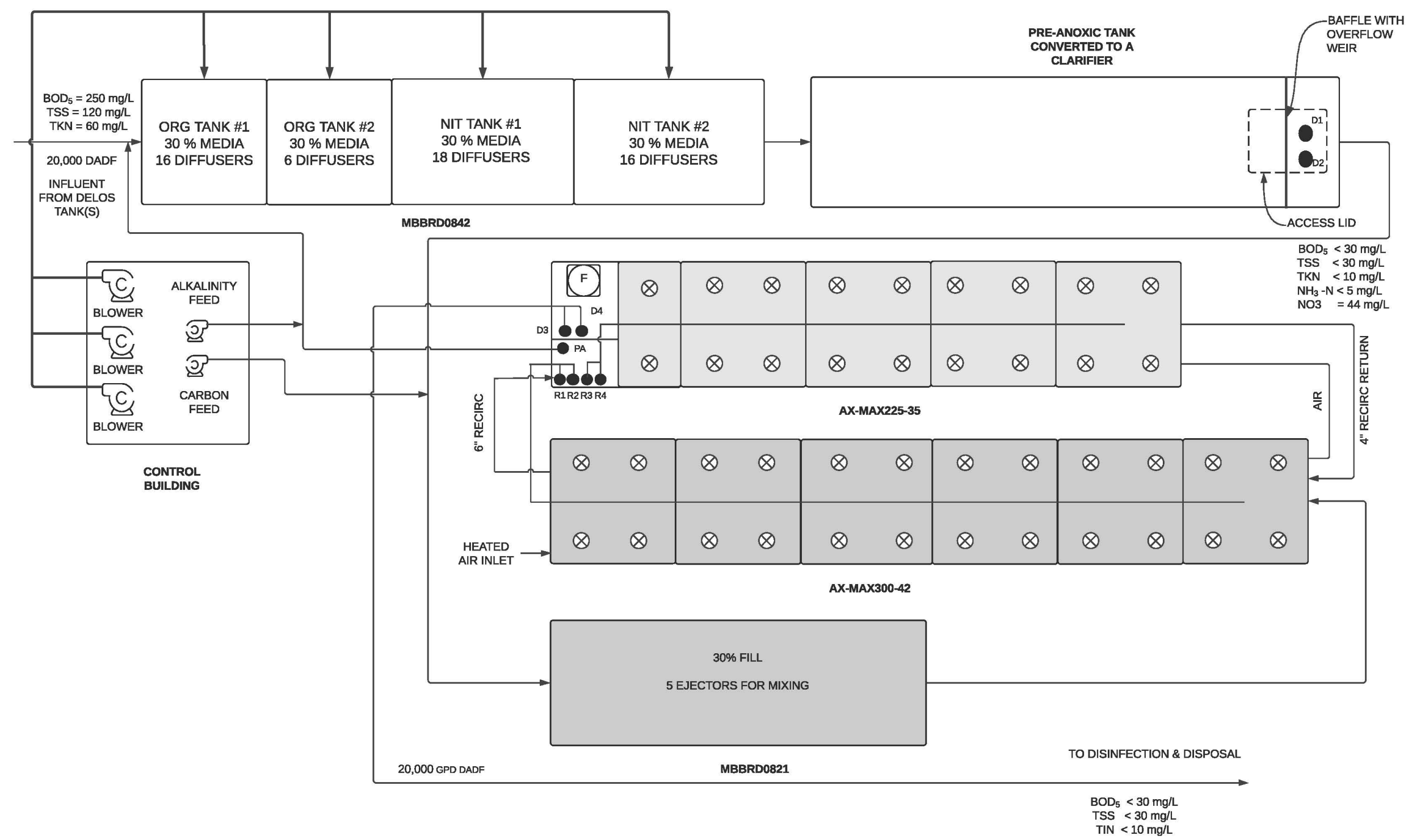
This proposal is valid for a period of sixty (60) days unless extended in writing by Orenco Systems Inc.

## APPENDIX A: Estimated Cost Breakdown

WWTP Expansion Budgetary Estimate - Phase Two					
Qty	Primary Treatment Materials	Unit Low	Unit High	Total Low	Total High
---	Primary Treatment in Delos Collection System	\$0	\$0	\$0	\$0
Primary Treatment Subtotal				\$0	\$0
Secondary Treatment Materials					
1	MBBRa Treatment Unit with Blowers Installed in Existing Building	\$213,000	\$216,000	\$213,000	\$216,000
1	Pre-Anoxic Tank Converted into Clarifier Tank for MBBRa	\$0	\$0	\$0	\$0
Pre-Secondary Treatment Subtotal				\$213,000	\$213,000
Second Stage AdvanTex Treatment Materials					
---	Existing AdvanTex Treatment converted into Stage Two AdvanTex Polishing	\$0	\$0	\$0	\$0
Secondary Treatment Subtotal				\$0	\$0
Post Anoxic Treatment and Ancillary Materials					
1	MBBRd Media Fill for Phase Two (10% addition to existing)	\$7,600	\$8,000	\$7,600	\$8,000
Ancillary Equipment Subtotal				\$7,600	\$8,000
Shipping, Commissioning, and Operator Training					
	Commissioning and Operator Training			\$1,500	\$3,000
	Operation & Maintenance Manual			\$300	\$500
	Shipping (as percent of materials)	5%	5%	\$11,030	\$11,200
Construction Estimate					
	Labor and Misc. Equipment (% of Materials)	25%	25%	\$55,150	\$56,000

Only items shown are estimated. This budgetary estimate does not include materials and labor costs for controls building, site work, dispersal system, utilities, state or local taxes, permitting, inspections, administration, engineering, etc.	<b>Materials and Equipment Subtotal</b>	\$220,600	\$224,000
	<b>Shipping and Commissioning</b>	\$12,830	\$14,500
	<b>Construction Estimate</b>	\$55,150	\$56,000
	<b>Total Project Estimate</b>	\$288,580	\$294,500

APPENDIX B: Process Flow Diagram, NTS



## APPENDIX C: Estimated Operating Cost Breakdown

Estimate provided is based on \$0.10/kWhr using 230V Three phase. Chemical Feed Rate is estimated; therefore, is conservative.

Treatment Facility Pump Electrical Costs	Wattage	Daily Electrical Usage	Estimated Annual Electrical Cost
Pre-Anoxic Return Pump	0.59 kW	3.25 kWhr	\$115.74
Secondary Treatment Pump Unit (Stage One)	1.46 kW	16.22 kWhr	\$577.70
Discharge Pump Unit	0.81 kW	2.70 kWhr	\$96.15
<b>Pump Electrical Subtotal</b>		<b>21.62 kWhr</b>	<b>\$770.01</b>

Treatment Facility Ancillary Electrical Costs	Wattage	Daily Electrical Usage	Estimated Annual Electrical Cost
MBBRa Blowers for Mixing	0.725 kW*	17.40 kWhr	\$953.30
Secondary Treatment Vent Fan(s)	0.06 kW	1.44 kWhr	\$51.28
Optional Secondary Treatment Heater	1.00 kW	24.00 kWhr	\$363.29
MBBRd Blower for Mixing	1.00 kW	4.80 kWhr	\$170.94
Alkalinity Feed Auger	0.37 kW	2.06 kWhr	\$73.20
Alkalinity Feed Agitator	0.04 kW	0.22 kWhr	\$7.91
Liquid Carbon Feed Pump – Post-Anoxic	0.20 kW	0.67 kWhr	\$23.74
<b>Ancillary Electrical Subtotal</b>		<b>50.59 kWhr</b>	<b>\$1,643.66</b>

\*varies based on operating frequency

Treatment Facility Communication Costs	Monthly Fee	Months	Estimated Annual Phone Cost
Phone Line for Telemetry Control Access	\$50	12	\$600.00
<b>Communication Subtotal</b>			<b>\$600.00</b>

Treatment Facility Chemical Costs	Chemical	Daily Usage	Chemical Cost (\$/unit)	Estimated Annual Chemical Cost
Alkalinity	Soda Ash (Sodium Carbonate)	76.5 lbs/day	\$0.10	\$2,794.57
Carbon – Post-Anoxic	MicroC 2000	1.6 U.S. gal/day	\$8.00	\$4,687.26
<b>Estimated Annual Chemical Cost</b>				<b>\$7,481.83</b>

<b>Treatment Facility Maintenance Activities</b>	<b>Qty</b>	<b>Events / Year</b>	<b>Event (hrs)</b>	<b>Labor (hrs)</b>	<b>Estimated Annual Costs</b>
Pumps	7	1	0.5	1.00	\$210.00
Telemetry Control Panel, Data Logging Onsite	1	4	0.33	1.32	\$79.20
Visual Inspection of System	1	12	1	12.00	\$720.00
Measure Sludge Level, AX-MAX Units	4	1	0.5	2.00	\$120.00
Measure MAX Inlet Pressure/Adjust Spray	4	2	0.333	2.66	\$159.84
Flush MAX Distribution Laterals	4	1	1	4.00	\$240.00
Misc. Record Keeping	1	12	1	12.00	\$720.00
Emergency Maintenance	1	2	2	4.00	\$240.00
Travel Time to Site, Charged One Way	1	12	0.5	6.00	\$360.00
Telemetry Controls Analysis	1	4	1	4.00	\$240.00
Permit Reporting	1	12	1	12.00	\$720.00
Site Prep & Clean-up	1	12	0.5	6.00	\$360.00
Sampling	1	12	0.5	6.00	\$360.00
<b>Estimated Annual Maintenance Activities</b>					<b>\$4,529.04</b>

<b>Replacement and Repair Parts</b>	<b>Qty</b>	<b>Est. Life (yrs)</b>	<b>Unit Replacement Cost</b>	<b>Labor (hrs)</b>	<b>Labor Cost</b>	<b>Est. Annual Costs</b>
MBBRa Blowers for Mixing	3	5	\$2,025.00	2	\$120.00	\$1,492.00
MBBRa Diffuser Units	56	10	\$60.00	2	\$120.00	\$1,355.00
Pre-Anoxic Return Pump Model PF3005 DA	1	15	\$975.00	0.5	\$30.00	\$105.00
Secondary Treatment Pump Model PF7515 D	4	10	\$1,451.00	0.5	\$30.00	\$797.00
Discharge Pump Model PF5007 DA	2	20	\$976.00	0.5	\$30.00	\$182.00
Secondary Treatment Float Assembly	1	5	\$143.90	0.5	\$30.00	\$41.00
Discharge Float Assembly	1	5	\$143.90	0.5	\$30.00	\$41.00
Ventilation Fan	1	5	\$868.00	1	\$60.00	\$216.00
Ventilation Fan Heater	1	5	\$1,200.00	1	\$60.00	\$293.00
Replacement components	0.25	20	\$15,100.00	1	\$60.00	\$343.00
Post-Anoxic Chem Feed Pump	1	5	\$1,250.00	0.5	\$30.00	\$297.00
Chem Feed Auger	1	10	\$800.00	1	\$60.00	\$116.00
Chem Feed Agitator	1	5	\$250.00	0.5	\$30.00	\$65.00
MBBRd Blower for Mixing	1	5	\$2,025.00	2	\$120.00	\$498.00
Textile Replacement	525 sq.ft.	25	\$27.40	0.08	\$4.80	\$1,416.00
<b>Estimated Annual Replacement and Repair Parts Budget</b>						<b>\$7,257.00</b>

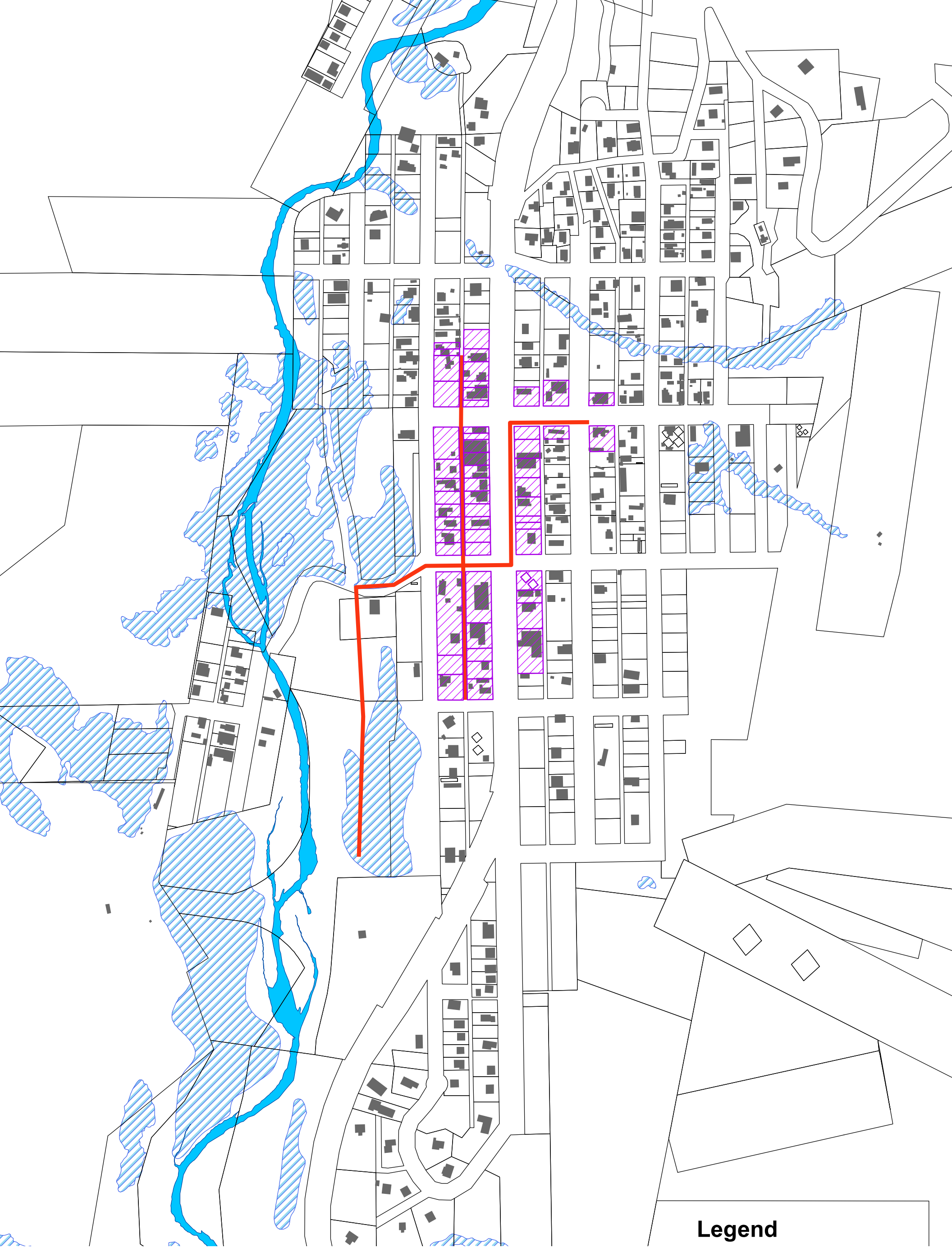
*Sludge Management Options: Pump and haul, bag filter, onsite digestion, other*  
*Estimated Sludge Management Cost Not Provided*

Solids Generation




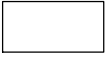


38.7 lbs/day Mass dry solids (TSS)

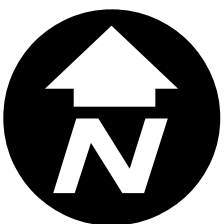
607.6 gpd Daily Sludge Volume





## Legend

-  Served by sewer
-  sewer line revised
-  Structures
-  Lots
-  Dolores River
-  Wetlands



NOT TO SCALE



December 31<sup>st</sup>, 2019

Parks & Rec  
PO Box 9  
Rico, CO 81332

The Board of Directors for the Rico Center thanks you for your timely and thoughtful application. After a thorough review of your application, the Board is pleased to award your organization these amounts as related to the following projects:

**Masonry Work - \$13,000**

Your award is subject to the conditions listed below. By signing this agreement, you the Grantee agree to:

1. Document all TRC funds in detail.
2. Submit a completed TRC ***Grant Recipient Report*** with copies of all receipts for expenses paid in association with the project. The report is due on or before the first day of September following this grant award. TRC may request earlier submission of your report upon 10 days notice.
3. Expend the grant funds solely for the purposes stated in this agreement.
4. Repay TRC any portions of the grant funds not used for the purposes stated herein, including but not limited to situations where any of all of the funding purpose is abandoned. Grantee must notify TRC upon any abandonment of the funding purpose or project or any portion thereof.
5. Defend, indemnify, and hold harmless TRC and its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and/or expenses arising from or in connection with any act or omission associated with this grant and/or the Grantee's projects and operations.
6. Include a statement in any promotional materials, website, announcements and/or other relevant literature that reads: ***This project is supported by funding from The Rico Center.***



Please mark below regarding distribution of your 2020 award:

- ☐ Request check is sent to Town of Rico upon receipt of this signed agreement.
- ☐ Request Rico Center hold funds until awardee requests in writing.

To accept this award, please return a copy of the signed agreement by mail or email ([info@ricocenter.org](mailto:info@ricocenter.org)).

If you have any questions concerning your grant or this agreement, please feel free to contact Cristal Hibbard at 970-596-7366.

**THE RICO CENTER**

12/31/2019

Cristal Hibbard, President

Date

Grantee Signature

Date

Print Name

Title

Organization

Phone

Email



December 31<sup>st</sup>, 2019

Town of Rico  
PO Box 9  
Rico, CO 81321

The Board of Directors for the Rico Center thanks you for your timely and thoughtful application. After a thorough review of your application, the Board is pleased to award your organization these amounts as related to the following projects:

**Town of Rico Winterization - \$34,178.38**

**\*\$20,000 held as a fund to be paid as needed upon receipt of snow removal invoices**

The Rico Center Board would like to suggest that any surplus of the \$20,000 "Town of Rico Winterization Supplemental Snow Removal" project grant monies that were not utilized during the winter for snow removal be allocated towards repainting/refinishing work as detailed in the Town of Rico Parks & Rec grant application.

Your award is subject to the conditions listed below. By signing this agreement, you the Grantee agree to:

1. Document all TRC funds in detail.
2. Submit a completed TRC ***Grant Recipient Report*** with copies of all receipts for expenses paid in association with the project. The report is due on or before the first day of September following this grant award. TRC may request earlier submission of your report upon 10 days notice.
3. Expend the grant funds solely for the purposes stated in this agreement.
4. Repay TRC any portions of the grant funds not used for the purposes stated herein, including but not limited to situations where any of all of the funding purpose is abandoned. Grantee must notify TRC upon any abandonment of the funding purpose or project or any portion thereof.



5. Defend, indemnify, and hold harmless TRC and its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and/or expenses arising from or in connection with any act or omission associated with this grant and/or the Grantee's projects and operations.
6. Include a statement in any promotional materials, website, announcements and/or other relevant literature that reads: ***This project is supported by funding from The Rico Center.***

Please mark below regarding distribution of the loader repair portion (\$14,178.38) of your 2020 award:

- Request check is sent to Town of Rico upon receipt of this signed agreement.
- Request Rico Center hold funds until awardee requests in writing.

To accept this award, please return a copy of the signed agreement by mail or email ([info@ricocenter.org](mailto:info@ricocenter.org)).

If you have any questions concerning your grant or this agreement, please feel free to contact Cristal Hibbard at 970-596-7366.

**THE RICO CENTER**

Cristal Hibbard, President

12/31/2019

Date

Grantee Signature

Date

Print Name

Title

Organization

Phone

Email

## **REVOCABLE LICENSE AGREEMENT**

THIS LICENSE, made and entered into effective the \_\_\_\_ day of \_\_\_\_\_ 2020, by and between: the Town of Rico, a Colorado home rule municipality and political subdivision of the State of Colorado (Town), whose legal address is PO Box 9, Rico, Colorado 81332, and Disposition Properties LLC (Landowner), whose legal address is C/O Emmerson Enterprises, Inc., 14555 N. Scottsdale Road, STE. 330, Scottsdale AZ 85254.

### **RECITALS**

WHEREAS, Landowner owns real property, more accurately described on the attached Exhibit A; together with a hot springs located on the same (Property or License Area);

WHEREAS, Landowner desires to grant a revocable license and right of way over Property for public recreational purposes, including, but not limited to, use of the hot springs located on property, and to establish access and use of Property by Town until permission is revoked or Town no longer requires the license, whichever comes first.

WHEREAS, Town desires to accept such easement and to perform its obligations in such manner as to protect Grantor's Property and the leasehold interests and improvements appurtenant thereto, and to minimize any liability of Landowner and Town for permitting such recreational uses.

WHEREAS, Town and Landowner agree that Town may access and use the Property based upon Town's historical access and use of Property by Town and without specifying exact locations of access and use.

WHEREAS, by entering into this License Agreement, the parties hereto desire to avail themselves of the maximum immunities, benefits and protections which may be available to each of them pursuant to applicable law, including but not limited to the Colorado Recreational Use Statute, C.R.S. § 33-41-101, et seq., the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., and C.R.S. § 13-21-115.

NOW, THEREFORE, in consideration of the recitals above, and the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. Grant of License. The Landowner grants to Town a non-exclusive license and right-of-way for the uses set forth below, over and across Property.
2. Acceptance. Town accepts this license and agrees to be bound by its covenants, terms, conditions, restrictions and limitations.
3. Permitted Uses. Use by the Town of the license and right-of-way granted here is exclusively for public recreational purposes, including but not limited to: picnicking, hiking, snowshoeing, cross country skiing, bicycling, sight-seeing, exploring, rock climbing, ice climbing, bird watching, photography, and hot springs swimming and soaking, subject to the conditions and covenants set forth below. Use by the Town shall include use by Town, its residents, visitors, licensees, and invitees.
4. Prohibited Uses. The following uses are specifically prohibited: motorized vehicles horses and horseback riding, camping, hunting, diving, and target shooting. Town shall

not use the License Agreement or the Property for commercial purposes.

5. Construction and Maintenance. Within the general recreational purposes for the grant of the license, Town may, without limitation, construct, install, maintain and repair the hot springs, signage including public information and directional signs, barricades and markers, metal and wooden catwalks, bridges, stairs and ladders, and pedestrian trails within the License Area.
6. Maintenance. Town shall maintain the Easement Area, including but not limited to, all permitted improvements
7. Term. This License shall continue until revoked or terminated by either party at any time, except that if Landowner revokes this license prior to putting any of the twelve taps to use, the grant of taps shall cease and the Landowner shall return all unused taps or pay the going rate or fair market value for the taps at the time the license is revoked.
8. Consideration. In consideration for this License Agreement, the Town gives twelve (12) water taps with the tap fees being waived so long as the taps are put in use by Landowner by \_\_\_\_.
9. Water taps. The twelve water taps give to landowner in return for this License run with the Property and cannot be sold separately for any reason.
10. No Real Property Interest. Town understands, acknowledges and agrees that this Agreement does not create an interest or estate in Town's favor in Property. The Landowner retains legal possession of the full boundaries of its right-of-way and this License merely grants to Town the personal privilege to use the Property.
11. No Vested Right. Notwithstanding any expenditure of money, time or labor by Town on or within the Property, this Agreement shall in no event be construed to create an assignment coupled with an interest or any vested rights in favor of Town. Town shall expend any time, money or labor on or in Property at Town's own risk and peril.
12. Limited Scope. The License granted to Town is limited in scope to the following use or uses: to access, use and maintain the hot springs located on Property. Town shall not have the right to expand the use without the Landowner's prior written consent.
13. Assignment. The License is not transferable.
14. Statutory Protections. The parties expressly acknowledge that Landowner is entitled to the benefits, protection and limitation on liability afforded by Colorado law governing recreational easements pursuant to C.R.S. § 33-41-101, et seq. By granting the License, Landowner shall have no obligation to insure or indemnify Town for any injury, claim or damage to any person or property, alleged to have occurred while using the License for the identified uses. Town shall name Landowner as an additional insured on the Town's general liability insurance policy with respect to the use of the License granted herein and shall provide Landowner with a Certificate of such insurance. Nothing herein is intended to waive any limits on liability afforded to the parties under the Colorado Recreational Use Statute, C.R.S. § 33-41-101, et seq., the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., C.R.S. § 13-21-115, or other law.

15. Notices. All notices or other documents required or authorized to be sent by one party to the other shall be in writing and shall be deemed given to a party when personally delivered, or when deposited in the United States certified mail, sufficient postage prepaid, return receipt requested, addressed as identified above.

IN WITNESS WHEREOF, the parties execute the same.

DISPOSITION PROPERTIES, LLC :

\_\_\_\_\_  
By: \_\_\_\_\_, Member

TOWN OF RICO, COLORADO:

\_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_  
Linda Yellowman, Town Clerk



# 2019 Work Plan

Goal 1: Continue community engagement through meetings					
Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Percent Complete & Comments
Hire a consulting firm to provide an Economic Analysis Plan that will explore opportunities that have been lost or could be gained if we construct a central sewer system in the commercial core.	? We need the contract papers from the Department of Local Affairs before we solicit Requests for Proposals from firms interested in doing this work.	A written economic analysis and a presentation for the community by the consultants that explains why we are doing this. The Town's current status is unsustainable.	Is there a signed contract?	Kari Distefano / Consultant	100%
Schedule a community meeting with the providers of the Economic Analysis Plan	? This will be dependent on the completion of the analysis	Two or more community meetings to occur prior to November election. At least one with the consultant that will be providing the analysis.	Have the meetings been scheduled and advertised to the Community?	Kari Distefano / Consultant	100%
Summarize Meetings	Following the meetings.	Subsequent to meetings, summaries will be written and supplied to the community for comment.	Are summaries available, posted to the web site and mailed out in water bills?	Kari Distefano / Consultant	100%

<b>Goal 2: Continue commuter shuttle service to and from Telluride with the larger bus</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Get service agreement with San Miguel Authority for Region Transit approved so that the larger shuttle can be utilized	January 10 <sup>th</sup> – February 16 <sup>th</sup>	The shuttle will no longer fill up. A newer more comfortable vehicle will encourage ridership.	Tracking ridership.	Kari Distefano / David Averill (SMART)	100%
Attempt to negotiate with Dolores County School District to have them help pay as long as there is no school in Rico.		An agreement that Rico will operate the school building if the Dolores County School District will help pay for transportation.	Are we able to negotiate an agreement?	Kari Distefano / Dolores County School District	0% Dolores County School District now favors being included in the Telluride R1 District but there has been little progress in that direction. I have asked Mike Gass to let me know when the Telluride Board will discuss it.
<b>Goal 3: Begin applying for grant funding to help fund the construction of a sewer system in the commercial core</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Apply for grants through the Department of Local Affairs and the	April 1 <sup>st</sup> (DOLA) ? on the State Revolving Loan Fund	Get grant funding to begin construction on a central sewer line in the commercial core	Are the grant applications successful?	Kari Distefano	0% Voters did not pass the mill levy increase

Colorado State Revolving Loan Fund		if the voters pass a mill levy increase			
<b>Goal 4: Begin applying for grant funding to help fund the replacement of existing water meters with meters that can be read remotely.</b>					
Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Apply for grants through the Department of Local Affairs and the Colorado State Revolving Loan Fund	April 1 <sup>st</sup> (DOLA) ? on the State Revolving Loan Fund	Get grant funding to help replace water meters	Is funding available from DOLA or the Colorado State Revolving Fund	Kari Distefano	100% Voters did not pass the mill levy increase
<b>Goal 5: Develop an Infrastructure Ballot Initiative for the November 2019 Election</b>					
Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Determine if and to what degree there is public support for a tax for upgraded infrastructure and the maintenance of town services.	March – September 2019	Several proposals will be discussed at community meetings. A preferred option will be generated	Will a ballot initiative pass?	Kari Distefano	100% This was completed but the mill levy did not pass
Organize a voter registration drive.	Ongoing until the election.	People that are new to Rico and people who have not been voting will register and vote.	Does the Town have more registered voters?	Kari Distefano	100% The Town currently has 224 registered voter up from 178 in 2018

Organize citizen led advocacy groups to educate Rico Citizens on the declining tax revenue and the lack of Town of Rico's sustainability if we continue without substantive upgrades in infrastructure.	Ongoing until the election.	A positive vote on a central sewer system in the commercial core	Will an infrastructure ballot pass?	Kari Distefano	0% This was not allowed due to TABOR restrictions. Erin Johnson and Barbara Betts did work on this.
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### Goal 6: Encourage and support economic development in Rico

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Explore programs such as Blueprint 2.0 Tourism Initiative and a Co-workspace program	Summer 2019	Putting together a grant application for Rico to take part in the Office of Economic Development and International Trade	Has a grant application been submitted?	Kari Distefano	0% We used this grant opportunity to finance the economic analysis for the sewer project
Explore the possibility of entering into a lease agreement with Disposition Properties to open the hot springs to the public.	This winter	A signed agreement between the Town of Rico and Disposition Properties	Has an agreement been signed?	Kari Distefano / Disposition Properties	50% Oli Swanky has indicated that he may want to do this but we need to agree on an easement or license agreement. He has been given a draft but I have not heard back.

## Goal 7: Finish River Corridor project and continue work on a trail easement along the Rio Grande Southern Railroad grade

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Continue to send survey out for signatures.	This depends on potential problems with owners.	A survey filed in the Office of the Clerk & Recorder of Dolores County	Has the map been filed and easements secured?	Kari Distefano	10% One of the owners of the River Corridor died leaving the property to many heirs. Dave Bulson redid the map to exclude this property since we were not optimistic about finding the heirs. The revised plat is still awaiting the approval of Doug Clark, the owner that had requested a trade.
Obtain an easement agreement with Popek and Markey	An agreement with Popek is pending. Markey has not responded to requests for a meeting.	An easement agreement over Popek and Markey property that will allow use of the RGS railroad grade.	Is there an easement agreement?	Kari Distefano / Dave Bulson / TPL	50% Mike Popek has agreed to a trail easement and is buying Markey's property. Draft easement language and a trail alignment have been completed over Popek's property but we need an alignment over the

					Markey property assuming the sale goes through. We should be able to complete this over the course of the summer.
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### Goal 8: Create a master plan for Town owned land

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Determine what is the highest and use for property near the Town Shop	Winter and spring	A master plan of the River Corridor	Do we have a plan that is supported by the community?	Kari Distefano	50% A development analysis has been completed. There should be more discussion by the Board about the Town owned property.
Find a venue for a pump track.	Winter	A venue for a pump tract.	A designated site so that we can hire a contractor to design and build a pump track.	Kari Distefano	0% Oli Swanky does not want anything permanent to be built on his property.

### Goal 9: Establish a Protocol for Vacant Lots Impacted by Lead and Other Mining Activities

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Obtain (if possible) lead sampling data.	This will depend on data availability possibly through the	Rico has access to lead sampling data.	Is updated sampling available for use by the Town?	Kari Distefano / CDPHE / BP Engineering	10% The Town has obtained data from consultants working

	CDPHE or BP.				for BP.
Create a lead hazard overlay over-lay that will determine whether or not mitigation measures are needed on vacant lots within the Town of Rico	? This will depend on if and when we get sampling data.	Lots that are impacted by mining activities will be identified on Rico's GIS system.	Can lots impacted by mining activities be identified?	Kari Distefano / CDPHE / BP	10% I can now identify lots that have high lead levels but there has been no further progress on an agreement A meeting with BP / CDPHE and Consultants is scheduled to take place late in January.
Create a protocol for mine waste clean up on vacant lots.	We have a meeting scheduled with BP, Consultants and CDPHE on January 31 <sup>st</sup> .	Lots will be determined to be safe from contamination as per CDPHE requirements.	Are lots that were determined to have lead and other mine waste hazards considered free from contamination by CDPHE?		50% We have a list of lots that have been tested and sampling data but the VCUP application has not been submitted and the CDPHE has not indicated whether or not they will accept the draft. BP/AR is still in the process of generating a work plan.

### Goal 10: Update and revise Rico Land Use Code

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Generate revisions based on prior and	February 2018 – February 2019	A more concise and user friendly Rico	Finished revisions by December 2019	Kari Distefano / Rico Planning Commission	75% Carol Viner is reviewing the revised

continuing discussions with the Rico Planning Commission		Land Use Code		/ consultant	RLUC
Work with professional planner when draft updates are complete for a comprehensive review.	March 2019 – November 2019	A more concise, user friendly and professional Rico Land Use Code			75% I have incorporated the comments from Nancy Doddsel but I need Carol Viner's review.

### Goal 11: Upgrade the Town of Rico web site

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Make improvements to web site including titling documents consistently, adding event information, designing a notification system	Ongoing	The Town of Rico will continue to provide updated information to the citizens of Rico as well as visitors	More people will use our website for information about Rico	Kari Distefano	75% There is a new web site built on a free platform supplied by the State of Colorado. Residents will be able to pay water bills on line.

### Goal 12: Explore the possibility of constructing a solar array on the Gazebo Property

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Percent Complete & Comments
Continue discussions with Disposition Properties about the possibility of leasing that property for a	Winter and Spring 2019	An agreement with Disposition Properties	Will this work	Kari Distefano / Disposition Properties / SMPA	0% Disposition Properties is open to this but whether or not SMPA can allow more solar arrays has



solar array. This could provide the Town Hall and other buildings with electricity and save on utility bills					not been resolved.
Continue discussions with SMPA about the possibility of an array.		An agreement with SMPA to take part in their Solar Power Pledge Program	Will this work	Kari Distefano / Disposition Properties / SMPA	0% See above

### Goal 13: Explore the possibility of an agreement with the Dolores County School District

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Attempt to reach an agreement with the Town of Rico and Dolores County School District regarding the use and upkeep of the school building and some provision for transportation of students to Telluride.	This depends on the Dolores County School District.	An agreement would be reached.	Is Dolores County School District taking some responsibility for Rico students?	Kari Distefano / Dolores County School District	0% See comment above. If there is a way to work this out without going to a county wide vote, that would be preferable.

### Goal 14: Upgrade Rico's access to Broadband

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Get a representative from Rico Telephone	January 16 <sup>th</sup> or February 20 <sup>th</sup>	A better understanding	Did a representative show up to the Board	Kari Distefano / Rico Telephone	50% Better internet is now available. I am

to explain in plain language what is currently available and what their plans are for the future.		between Rico Telephone Company and the residents of Rico of existing broadband services.	of Trustee's meeting?	representative	still exploring the possibility of partnering with Directcom to get fiber optics that runs through Town
Determine what the Town of Rico can do to support efforts to upgrade our internet	Winter and summer 2019	That the Town of Rico has access to a minimum of 25mbps internet.	Are the residents that want a higher level of internet service able to get it?	Kari Distefano / Rico Telephone Company	50% See comment above.

# 2020 Work Plan

Goal 1: Continue community engagement regarding utilities through meetings					
Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Percent Complete & Comments
Schedule a meeting with Glasgow Ave. land owners regarding an alternative sewer plan	Early March	A determination regarding whether or not land owners want to continue to pursue a central sewer option for the commercial core	Have the meetings been scheduled and advertised to the Community?	Kari Distefano	
Summarize Meetings	Following the meetings.	Subsequent to meetings, summaries will be written and supplied to the community for comment.	Are summaries available, posted to the web site and mailed out in water bills?	Kari Distefano	
Goal 2: Begin seeking grant funding to help fund the construction of a sewer system in the commercial core if property owners in the commercial core are supportive					
Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Apply for grants through the Department of Local Affairs and the Colorado State Revolving Loan Fund	DOLA has 4 grant cycles. The application would depend on progress and conversations with the community	Get grant funding to begin construction on a central sewer line in for commercial core should the community be supportive of a more affordable option.	Are the grant applications successful?	Kari Distefano	

<b>Goal 3: Continue to improve commuter shuttle service to and from Telluride</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Explore a ski bus and/or an additional daily shuttle with the SMART Board	January – February	A ski shuttle would be available to skiers on the weekend or and additional trip by the Rico shuttle could be available to commuters.	Would a ski shuttle or an additional route be viable?	Joe Dillsworth / David Averill (SMART) / Kari Distefano	
<b>Goal 4: Water meter replacement project</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Issue Request for proposals	March 1 <sup>st</sup> 2020	Select a contractor to replace water meters with remote read Neptune meters	Has the Town selected a contractor and awarded the bid	Kari Distefano	
Finish meter replacement	October 31 <sup>st</sup> 2020	The Town will have new meters that can be read remotely.	Is the project complete?		
<b>Goal 5: Finish River Corridor Map project and continue work on a trail easement along the Rio Grande Southern Railroad grade</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Send revised survey out to owners.	This depends on potential problems with owners.	A survey filed in the Dolores County Clerk's office	Has the map been filed and easements secured?	Kari Distefano	
Obtain an easement	An agreement with	An easement	Is there an easement	Kari Distefano / Dave	This is looking a lot

agreement with Popek	Popek is pending. He has purchased Markey's property	agreement over Popek property that will allow use of the RGS railroad grade.	agreement?	Bulson / Mike Popek	more doable now that Mike Popek has purchased the Markey property
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### Goal 6: Create a master plan for Town owned land

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Determine what is the highest and use for property near the Town Shop	Winter and spring	A master plan of the Town owned lots	Do we have a plan that is supported by the community?	Kari Distefano / Rico Board of Trustees	David Averill of SMART has expressed a willingness to consider a partnership if Rico will provide adequate space for the Rico shuttle bus. I have also had several inquiries regarding the use of that space for employee housing.
Find a venue for a pump track.	Winter	A venue for a pump tract.	A designated site so that we can hire a contractor to design and build a pump track.	Kari Distefano	Oli Swanky does not want anything permanent to be built on his property. We need to think about a different location.

## Goal 7: Establish a Protocol for Vacant Lots and Utility Corridors Impacted by Lead and Other Mining Activities

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Create a lead hazard overlay over-lay that will determine whether or not mitigation measures are needed on vacant lots within the Town of Rico	This will depend on engagement by the CDPHE and the production of a work plan by AR/BP	Lots that are impacted by mining activities will be identified on Rico's GIS system.	Can lots impacted by mining activities be identified?	Kari Distefano / CDPHE / BP	I can now identify lots that have high lead levels but there has been no further progress on an agreement A meeting with BP / CDPHE and Consultants is scheduled to take place on January 27 <sup>th</sup> , 2020.
Create a protocol for mine waste clean up on vacant lots and in utility corridors.	We have a meeting scheduled with BP, Consultants and CDPHE on January 27 <sup>th</sup> .	Lots will be determined to be safe from contamination as per CDPHE requirements.	Are lots that were determined to have lead and other mine waste hazards considered free from contamination by CDPHE?		We have a list of lots that have been tested and sampling data but the VCUP application has not been submitted and the CDPHE has not indicated whether or not they will accept the draft. BP/AR is still in the process of generating a work plan.

<b>Goal 8: Update and revise Rico Land Use Code</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Generate revisions based on prior and continuing discussions with the Planning Commission	First reading on at March meeting	A more concise and user friendly Rico Land Use Code	Finished revisions by February 2020	Kari Distefano / Rico Planning Commission / consultant / attorney	Carol Viner is reviewing the revised RLUC
<b>Goal 9: Rebuild the Town of Rico web site using free State portal</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Make improvements to web site including titling documents consistently, adding event information, designing a notification system	Ongoing	The Town of Rico will continue to provide updated information to the citizens of Rico as well as visitors	More people will use our website for information about Rico	Kari Distefano	I have finished the new web site but there is always room for improvement.
<b>Goal 10: Explore the possibility of constructing a solar array on the Gazebo Property</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Percent Complete &amp; Comments</b>
Continue discussions with Disposition Properties about the possibility of leasing that property for a solar array. This	Winter and Spring 2019	An agreement with Disposition Properties	Will this work	Kari Distefano / Disposition Properties / SMPA	

could provide the Town Hall and other buildings with electricity and save on utility bills					
Continue discussions with SMPA about the possibility of an array.		An agreement with SMPA to take part in their Solar Power Pledge Program	Will this work	Kari Distefano / Disposition Properties / SMPA	

### Goal 11: Explore the possibility of an agreement with the Dolores County School District

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Attempt to reach an agreement with the Town of Rico and Dolores County School District regarding the use and upkeep of the school building and some provision for transportation of students to Telluride.	This depends on the Dolores County School District.	An agreement would be reached.	Is Dolores County School District taking some responsibility for Rico students?	Kari Distefano / Dolores County School District / Telluride R-1 School District	Ty Gray has agreed that Rico is better off in the Telluride R1 School District. Mike Gass has promised to keep Rico in the loop. We need to figure out whether or not this can be accomplished without a vote from Dolores County

### Goal 12: Upgrade Rico's access to Broadband

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Determine what the Town of Rico can do to support efforts to	Winter and summer 2020	That the Town of Rico has access to a minimum of 25mbps	Are the residents that want a higher level of internet service able	Kari Distefano / Rico Telephone Company	



upgrade our internet		internet.	to get it?		
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