

Town of Rico Memorandum

Date: June 29th, 2020

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

1. Consideration of an intergovernmental agreement with the Town of Mountain Village for building inspection services

This subject has come up before. Our building inspector, Tyler Lapp, is also a house designer. As a result he has occasional conflicts of interest. We need a backup and the Town of Mountain Village has offered to fill in. Tyler Lapp is the designer on the Gulch Lode property so we will be in need of outside building inspection services soon. The recommended motion is the approval of the intergovernmental agreement with the Town of Mountain Village.

2. COVID-19 update

When I left on vacation, the Governor's office was exploring the next phase of re-opening. They are calling it "Protect our Neighbors". It allows more flexibility within local communities based on low disease transmission levels, local public health agency capacity for testing, case investigation, contact tracing and outbreak response as well as regional hospital ability to accommodate not only surges in COVID – 19 cases but also normal health care needs. If communities can prove that they meet the required criteria, they will be allowed to engage in all activities at 50% of pre-pandemic capacity with social distancing and no more than 500 people in one setting at a time. I have included a publication that explains "Protect our Neighbors" in more detail.

There are activities planned for the 4th of July and while Dolores County still does not have any confirmed cases, San Miguel County is experiencing a sizable uptick in cases. This is of concern to Rico. The upsurge in tourist activity and our economic ties to the Telluride community put us at an increased risk. Please use common sense. Masks protect your friends and neighbors and maintaining six feet of social distance from non-family members particularly people from out-of-state is a wise precaution.

3. Railroad Grade and trail easement through Popek Property

Mike Popek has kindly agreed to a trail easement across his property that would include a bridge at the location of the historic bridge that served the Rio Grande Southern Railway. The proposed trail would provide a valuable connection to the RGS railroad right-of-way trail on the Forest Service property to the south. The proposed alignment has been flagged for Mr. Popek's review. He requested a minor revision and Dave Bulson will survey the alignment once Mr. Popek agrees. The Town and Mr. Popek have already approved the language of the agreement and once the alignment has been finalized, hopefully we can proceed with a trail that will connect to the RGS trail on the USFS property. Funding from Great Outdoors Colorado is available for this type of project and the Town in conjunction with the Rico Trail's Alliance plans to apply once an agreement is reached.

Mark Eleison has expressed interest in this subject and has requested some time to address the Trustees. He has also sent an email, which is included in this packet. I should add that the email suggests that Mr. Popek has requested that his property be annexed to the Town. Mr. Popek at one point did have questions about annexation, but he has never expressed any interest in annexing his property.

4. Water meter replacement and relocation project

Doing the water meter replacement and relocation project in-house was approved by the Department of Local Affairs and is in process. To date, approximately 20 meters have been replaced and we are coordinating interior relocations with Mike Contilla.

5. New web site platform and email alerts

The State of Colorado web site platform that I have been using to host the Town's web site has been revised. While there are some improvements, there is also a learning curve since using it necessitates learning a new program. Unfortunately some of the problems that I found with the old platform like inconsistent font size still exist. It does have a function that will allow people to sign up for email notices from the Town but that function is just a form and is not linked to an email list that allows the administrator to push a button and have a batch of emails go out. San Miguel County uses a system called Notify Me. I am hoping to get more information about that system by the meeting.

6. Radar Sign

Our radar sign is in Durango and will be here sometime this week. I have been in contact with CDOT and they say they can schedule installation as soon as it arrives in Rico. Hopefully

we will have it up and running by the middle of the month because despite the Marshals, speeding continues to be a problem. The signs that go with the speed bumps have also arrived and as soon as Dennis gets a chance we will install the other two speed bumps.

INTERGOVERNMENTAL AGREEMENT FOR ASSISTANCE IN PROVIDING BUILDING INSPECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT for Assistance in Providing Building Inspection Services (“Agreement”) is made and entered into this 30th day of June, 2020, by and between the TOWN OF RICO, a home rule municipality and political subdivision of the state of Colorado (“Town of Rico”) and the TOWN OF MOUNTAIN VILLAGE, a home rule municipality and political subdivision of the state of Colorado (the “Town”). Collectively Town of Rico and the Town of Mountain Village shall be referred to as the “Parties” or individually as “Party.”

WHEREAS, Section 29-20-101 C.R.S., et seq. enables the Parties to enter into Intergovernmental Agreements and authorizes each of the Parties to perform the functions described herein, as provided in Section 29-20-105 C.R.S.; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. 29-1-203 and encouraged in order that the inhabitants of such political subdivisions may thereby secure high quality governmental services; and

WHEREAS, The Town of Rico has determined that the Town Building Official has the resources to provide building inspection services to the Town of Mountain Village in exchange for the compensation to be provided by the Town of Mountain Village under this Agreement, and upon the further terms and conditions contained herein; and

WHEREAS, the Town of Mountain Village has determined that the Town Building Official has the resources to provide building inspection services to particular areas of the Town of Rico in exchange for the compensation to be provided by Town of Rico under this Agreement, and upon the further terms and conditions contained herein; and

WHEREAS, the Parties hereto are each authorized to lawfully provide, establish, maintain and operate building departments and inspection services both within and outside of their respective boundaries; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement for the following purposes: (1) to provide building inspection services outside of their respective boundaries for the mutual aid of the other Party; and (2) to define the manner in which each of the Parties will participate in the provision of such services.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the adequacy of which is hereby acknowledged, Town of Rico and the Town of Mountain Village agree as follows:

I.

SERVICES TO BE PROVIDED

1.1 General. The Town of Mountain Village shall, when available, provide Building Inspection Services (defined in Section 1.2.1 below) within the Town of Rico (defined in Section 1.2.2 below) when requested by the Town of Rico. The Town of Rico shall, when available, provide Building Inspection Services (as defined in Section 1.2.1 below) to the area lying within the Town of Mountain Village Service Area (as defined in Section 1.2.3 below) when requested by the Town of Mountain Village.

1.2 Definitions.

1.2.1 Building Inspection Services. The Parties will provide, through their Chief Building Official and Building Inspectors, Building Inspection Services. Such services will include providing building inspections that the Building Inspectors are qualified to perform. Parties agree to provide all necessary forms for the inspection of buildings subject to the limitations of service as set forth in Section 1.3 herein. The Town of Rico will administer and enforce all applicable provisions of the Building Code provisions adopted by the Town of Mountain Village. The Town of Mountain Village will administer and enforce all applicable provisions of the Building Code provisions adopted by the Town of Rico.

1.2.2 Town of Rico Service. Lying within the boundaries of the Town of Rico as determined by the Dolores County Assessor's Office.

1.2.3 Town of Mountain Village Service Area. Lying within San Miguel County Colorado, absent all locations west of the Highway 145 and Highway 62 intersection.

1.3 Limitations of Service. The Town of Rico shall not provide electrical or plumbing inspections within the Town of Mountain Village. Mountain Village shall not provide electrical or plumbing inspections within the Town of Rico.

1.4 Standard of Performance. Parties shall provide Building Inspection Services as is customary in the normal course of performing Building Inspection Services ("Performance Standards").

1.5 Twenty Four Hour Notice. Each Party agrees to provide the other with twenty four (24) hour advanced notice on all requests for services.

II.

PERSONNEL

2.1 Personnel. Every Town of Rico officer and employee engaged in performing any of the services shall remain an officer or employee of the Town of Rico while performing the same, and the relationship of the Chief Building Official to the Town of Mountain Village under this Agreement is that of an agent to the Town of Mountain Village. Every Town of Mountain Village officer and employee engaged in performing any of the services shall remain an officer or employee of the Town of Mountain Village while performing the same, and the relationship of the Chief Building Official to the Town of Rico under this Agreement is that of an agent to the Town of Rico.

III.

PERFORMANCE AND PERSONNEL STANDARDS

3.1 Liability. The Town of Rico shall not assume any liability for the intentional, willful or wanton, or negligent acts of the Town of Mountain Village, or of any officer or employee thereof in performance of this Agreement. Likewise, the Town of Mountain Village shall not assume any liability for intentional, willful or wanton, or negligent acts of the Town of Rico or of any officer or employee thereof in the performance of this Agreement.

3.2 Insurance. The Parties further agree, without waiving any governmental immunity protections to which they and their officials or employees are entitled under C.R.S. 24-10-101, et seq., to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be provided pursuant to this Agreement, if either of the Parties does not already have such insurance, and to maintain such insurance throughout the term of this Agreement.

IV.

COMPENSATION

4.1 Costs. The Parties agree to charge \$75.00 per hour, including travel time to and from a building inspection. Costs incurred by the Town of Rico will be assessed against the Town of Mountain Village. Costs incurred by the Town of Mountain Village will be assessed against the Town of Rico.

4.2 Time of Payment. Parties agree to pay all costs within thirty days after the receipt of an invoice for payment.

V.

MISCELLANEOUS PROVISIONS

5.1 Force Majeure. Neither Party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is caused by any reason beyond the control of that Party or by reason of any of the following occurrences, whether or not caused by such Party: strikes, labor disturbances or labor disputes of any character, accidents, riots, civil disorders or commotions, war, acts of aggression, floods, earth quakes, acts of God, explosion or similar occurrences; provided, such Party shall exercise its best efforts to provide the best possible alternative performance and to prevent the foregoing occurrence from obstructing full performance. Such occurrences shall not terminate this Agreement and shall not affect this Agreement except as provided in this Section.

5.2 Assignment. Except for a new successor district, neither Party shall voluntarily or involuntarily assign, delegate, subcontract, pledge, hypothecate or encumber any right, duty or interest, in whole or in part, in or to this Agreement without the consent of the other.

5.3 Amendment and Termination. This Agreement may be modified, amended, changed or terminated in whole or in part, only by agreement in writing, duly authorized and executed by both Parties. In the event either Party desires to terminate this Agreement, it shall provide the other with at least 120 days notice prior to the effective date and time of the desired termination. Each Party shall continue to fully perform all of its obligations pursuant to this Agreement until the effective date and time of any properly noticed termination.

5.4 Waiver. The waiver of any breach of any of the provisions of this Agreement, by either Party, shall not constitute a continuing waiver of any subsequent breach by that Party, either of the same, or of another provision of this Agreement.

5.5 Headings for Convenience Only. The articles, sections, paragraph headings, captions, and titles contained herein are intended for convenience and reference only, and are not intended to define, limit or describe the scope or intent of any of the provisions of this Agreement.

5.6 Severability. Invalidity of any of the provisions of this Agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Agreement.

5.7 Binding Effect. This Agreement shall be immediately binding upon and inure to the benefit of each Party and its respective successors and permitted assigns.

5.8 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

5.9 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim, under or by reason of this Agreement.

5.10 Notices. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by first class United States mail, postage prepaid, addressed to the Parties as follows:

Town of Rico
2 Commercial Street
PO Box 9
Rico, CO 81332

Town of Mountain Village Building Inspectors
411 Mountain Village Blvd.
Third Floor
Mountain Village, CO 81435

Either Party may change the address at which it receives written notice, by so notifying the other party in writing in the manner provided herein.

IN WITNESS WHEREOF, the Parties to this Agreement have caused their names to be affixed by proper officers hereof, as of the date and year first above written.

TOWN OF RICO, a Home Rule Municipality and political subdivision of the state of Colorado

Kari Distefano, Rico Town Manager

TOWN OF MOUNTAIN VILLAGE COLORADO, a Home Rule Municipality and political subdivision of the state of Colorado.

Chad Root, Building Official



COLORADO REOPENING >>

Colorado recorded its first case of COVID-19 on March 5, 2020. In the few short months since, we have lost over 1,300 Coloradans and confirmed that over 29,000 have been infected with the virus.

On March 27, Governor Polis enacted a statewide Stay at Home order to suppress the virus. At that point, cases were doubling every 2 days and the capacity to treat COVID-19 patients in Intensive Care Units (ICUs) was becoming depleted. After 4 difficult weeks, we entered into a new phase -- Safer at Home, and later, Safer at Home and in the Vast, Great Outdoors.

These extraordinary measures worked to suppress the virus -- but at a significant economic and personal cost. Now, we need to navigate a path forward that balances the need to control this novel and unprecedented virus until there is a vaccine or treatment -- with the urgency of promoting economic stability, to prevent a secondary crisis.

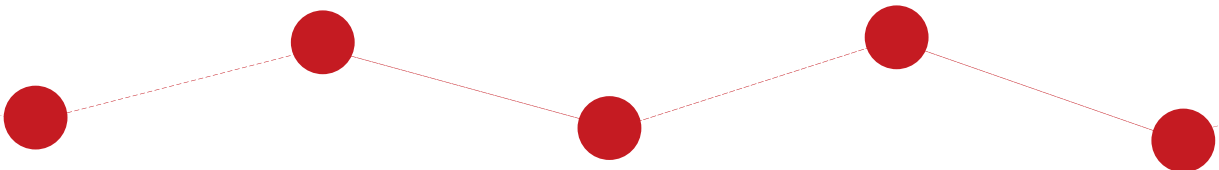
If we go too fast and the virus starts to spread quickly again, we may have no choice but to go back to strict social distancing measures and closures, which would add further pressure to our already impacted economy. If we go too slow, it could prolong the personal and economic pain we are all shouldering.

That's why we are announcing the next phase of our framework, Protect Our Neighbors, which will give Colorado communities a path to further reopen. Moving forward, communities that can demonstrate strong public health and health care systems -- paired with low virus levels -- can take on more control over their reopening plans.

The introduction of the new phase means that different parts of the state will often be at different phases of reopening, based on local conditions and capabilities. Underlying virus levels, public health capacity, health care capacity to respond to cases and outbreaks, and local enforcement abilities will determine whether a community will be at Stay at Home, Safer at Home, or Protect Our Neighbors.

The additional flexibility is important because if a local public health agency can scale its ability to do things like site closures, testing, case investigation, and contact tracing now, they will be successful in controlling the outbreak locally, instead of having to rely on controlling the virus through extreme state-wide shut downs.

In other words, strong local public health and health care systems are the key to reopening the economy.



As we anticipate a potentially larger second wave of COVID-19 infections in the fall -- as occurred in past pandemics such as the Spanish influenza in 1918 and H1N1 influenza in 2009 -- we know we will be presented with a double threat: COVID-19 and seasonal influenza. Seasonal influenza varies every year with different levels of severity, and we won't know how severe this flu season will be until we are weeks or months into the season.

Influenza and COVID-19 patients alike may need hospital and ICU beds. We are going to have to stretch our resources even further to combat both at the same time. If we continue to build strong systems -- and if Coloradans continue to social distance, stay home when they are sick, and wear masks -- then local public health and health care systems will be able to expand to contain the spread. Statewide orders would then be the last resort if they are absolutely necessary to prevent a significant loss of Coloradan lives.

This draft framework describes what it could mean to be at Stay at Home, Safer at Home, or Protect Our Neighbors, as well as how we are developing evidence based, scientific measures to define how a community qualifies for each level.

We invite public comment until June 18 through an online survey at covid19.colorado.gov.

Community feedback will help us create the uniquely Colorado solution that communities across our state deserve. As we accept public comments on the framework, we also have a committee of scientists developing evidence-based thresholds to define how communities can qualify for the different levels of Stay at Home, Safer at Home, and Protect Our Neighbors.

The final framework will be released and go into effect at the end of June.

THE LEVELS



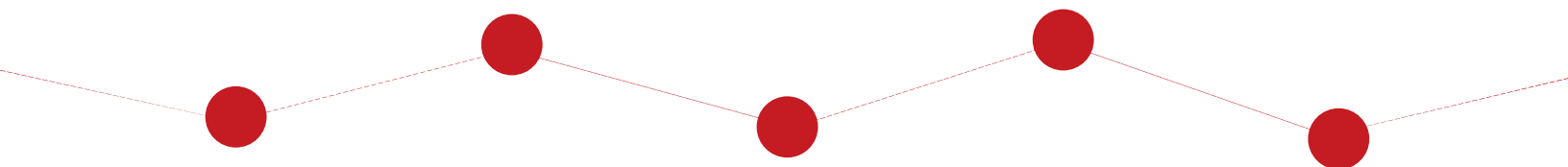
STAY AT HOME



SAFER AT HOME



PROTECT OUR NEIGHBORS





STAY AT HOME

Stay at Home is required when there is exponential community spread of COVID-19, we are nearing our hospital and critical care capacity, and we are on the cusp of significant loss of Colorado lives that could be saved with medical treatment.

Stay at Home aims to stop exponential growth in the number of cases, prevent mass fatalities, and prevent the need to implement clinical crisis standards of care. This phase buys needed time to build hospital and public health capacity so we can reduce the number of hospitalizations and deaths.

All non-critical establishments are closed under this phase and people are required to stay at home unless they work at an essential business.



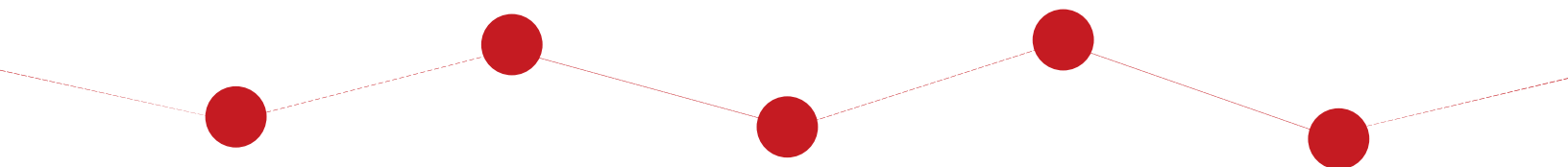
SAFER AT HOME

Safer at Home is required when COVID-19 is spreading in limited clusters and outbreaks but is not community-wide.

Hospitals and local public health agencies are in the process of scaling their capabilities, like testing and contact tracing, to prevent and respond to outbreaks so extra precautions must still be taken to prevent overwhelming those systems.

This is important because if we can empower our local public health agencies, then we can rely on these tools for future outbreaks instead of extreme social distancing orders. In this phase, large gatherings are not allowed, while the public health systems are still being scaled.

While there is a stable or decreasing number of cases, we must continue to support and provide protections for those who are most at risk of severe outcomes from COVID-19 who need to continue to stay at home, including people with underlying conditions, pregnant women, and those over the age of 65, who need to maintain a higher level of distance.



Most establishments can reopen at limited capacity (between 25-50 percent of pre-pandemic capacity), with an overall cap on the size of gatherings for different activities.

These guidelines are based on different levels of risk of exposure while doing different activities, and in line with the state's strategy of maintaining a social distance level above about 60 percent throughout the duration of the pandemic.

What is 60% social distancing?

Outside of a pandemic, we all social distance at 0%. We interact with other people in-person without any restrictions.

The opposite end of the spectrum is self-isolation or quarantine, when we social distance at or near 100%. We try not to spread or catch the virus by staying away from others entirely.

60% is in between. It means limiting the number of people you interact with in-person. We can achieve 60% social distancing by going to fewer gatherings, combining grocery store trips, and working remotely if at all possible.

Importantly, the gathering size caps are not necessarily about the capacity of the facility to maintain a six-foot separation between each person, but about the capacity of public health and health care systems to respond to and contain outbreaks of certain sizes if exposures do occur.

Again, this phase is about building and scaling our ability to manage the spread of the virus -- the ability to do that is the key to handling outbreaks and avoiding future shutdowns.

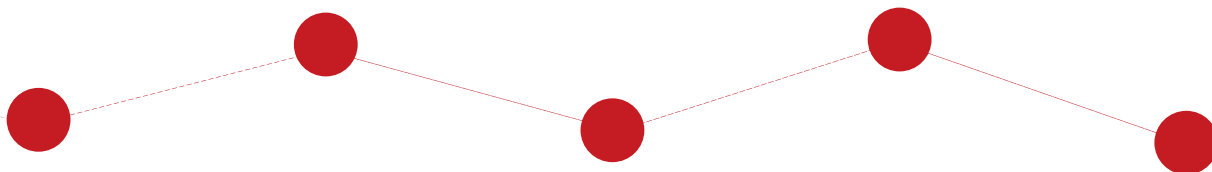
This phase allows for local variances, recognizing that the virus burden varies among different communities across the state.

» LOCAL VARIANCES »

Here are the approximate increase capacities a variance may be approved for:

- 25 or fewer cases per 100,000 AND stable/declining hospitalizations for 14 days, they are eligible for variances up to 175 people indoors and 250 people outdoors
- 50 or fewer cases per 100,000 AND stable/declining hospitalizations for 14 days, they are eligible for variances up to 100 people indoors and 175 people outdoors
- 50-100 or fewer cases per 100,000 AND stable/declining hospitalizations for 14 days, they are eligible for variances up to 50 people indoors and 125 people outdoors

A community can only receive a limited number of variances before having to qualify for Protect Our Neighbors instead.





PROTECT OUR NEIGHBORS

During Protect Our Neighbors, viral transmission is low, the number of outbreaks is small and able to be managed, and local public health and health care capabilities are scaled to a level that can respond effectively to current and future surges in disease transmission.

In this phase, local public health agencies must meet certain performance measures including containing current levels of disease and future surges in cases through the following functions: assurance of community testing, case investigation, contact tracing, isolation, quarantine, outbreak response including site-specific closures, and targeted public health orders. There continues to be a social distance level above about 60 percent throughout the pandemic.

During Protect Our Neighbors, we must continue to support and provide protections for those who are most at risk of severe outcomes from COVID-19, including people with underlying medical conditions, pregnant women, and those over the age of 65.

What defines a community?

Should Local Public Health Agencies be able to apply for Protect Our Neighbors for their regions?

Should regions be larger, since people may live in work in more than one community?

Should Local Public Health Agencies be able to choose to band together to form regions?

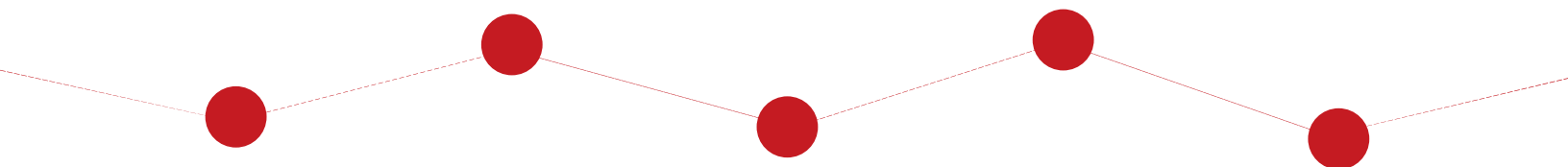
To enter Protect Our Neighbors, communities must qualify by meeting scientifically established thresholds of:

- Low disease transmission levels,
- Local public health agency capacity for testing, case investigation, contact tracing, and outbreak response,
- Hospital ability to meet the needs of all patients and handle the surge in demand for intensive hospital care.

Communities in Protect Our Neighbors will have strong underlying public health and health care capacity that can respond to larger outbreaks, will have strong compliance to the standards, and will have the ability to ensure guidelines and public health orders are enforced.

This will allow them to permit all activities to occur at 50 percent of pre-pandemic capacity, with at least 6 feet between non-household members and no more than 500 people in one setting at a time. Local or regional agencies will have more flexibility within this broad statewide framework on how to continue to prevent virus transmission.

Over time, the 50 percent threshold may be increased up to even 60 percent or 75 percent if a region holds their transmission levels steady and continues to demonstrate they are capable of meeting the performance metrics of treatment, testing, case investigation, contact tracing, and outbreak response.





STAY AT HOME

Wide scale closures, except for critical functions, to reduce hospitalizations and deaths

Gatherings prohibited



SAFER AT HOME

Partial reopening, around 25%-50% with capacity caps, to give public health and health care systems ability to scale their testing, tracing and treatment capabilities.

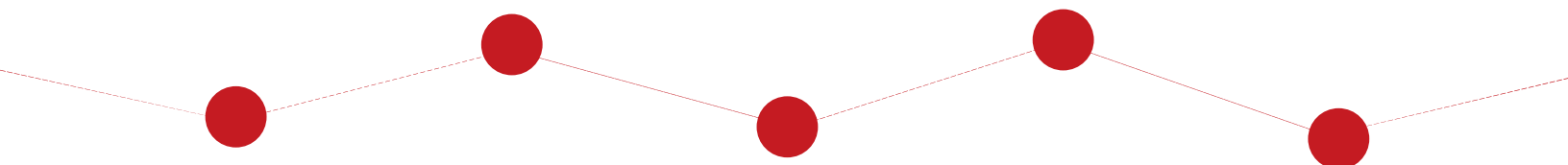
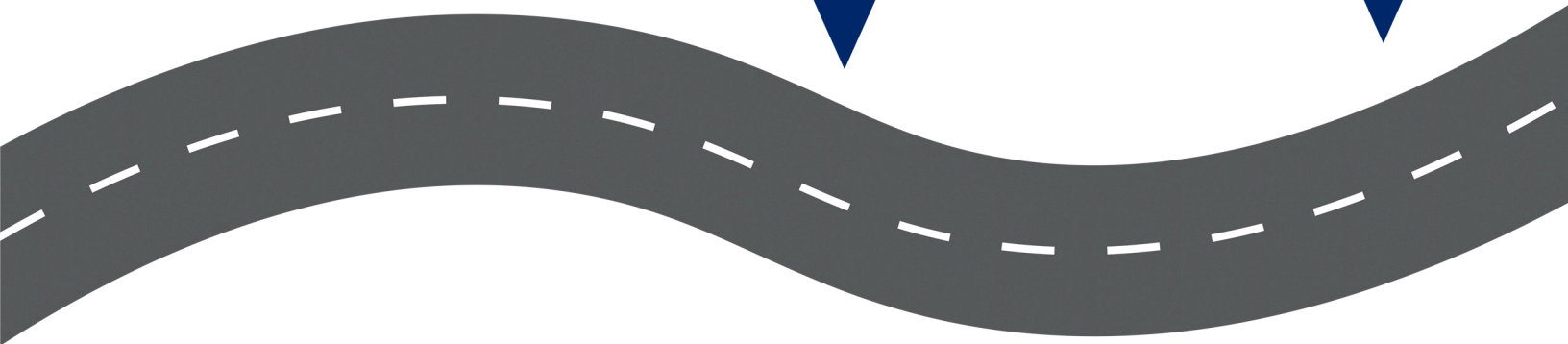
Small gatherings are okay, but large gatherings are prohibited



PROTECT OUR NEIGHBORS

Expanded reopening, around 50% without caps, as local outbreaks are managed by strong local systems.

Larger gatherings are okay, but mass gatherings are prohibited until there is a treatment or vaccine.



» WHAT CAN I DO AT THESE LEVELS? »

	STAY AT HOME	SAFER AT HOME AND IN THE VAST, GREAT OUTDOORS	PROTECT OUR NEIGHBORS
Critical Business and Services	All activities except for critical businesses and services are closed		
Retail, Offices		50% capacity, with at least 6 feet between parties.	
Personal Services, Non-Critical Manufacturing		50% or up to 50 people, whatever is fewer per room, with at least 6 feet between parties.	
Houses of Worship, Life Rites, Restaurants		50% or up to 50 people, with at least 6 feet between parties. At least 6 feet between parties, up to local limits outdoors.	
Field Services and Real Estate		10 or fewer in a room.	
Indoor Events, Bars		25% or up to 50 people, ensuring at least 6 feet between parties. At least 6 feet between parties, up to local limits outdoors.	
Outdoor Events		50% or up to 50 people, at least 6 feet between parties.	
Youth Day Camps and Overnight Camps		Groups of up to 10 children indoors, and 25 children outdoors, excluding teachers.	
Personal Recreation		25% up to 50 people, at least 6 feet between parties. Groups of 25 players for organized sports (excluding coaches).	
Outdoor Recreation		Groups of 10 (excluding guides).	
All Activities			50% capacity, ensuring at least 6 feet between groups, up to 500 people.

» **WHAT LEVEL AM I AT?** »

A team of scientists that involves state leaders, academic experts, and local public health directors, and epidemiologists is developing a set of measures to help us understand how to move between the phases.

They are considering the key questions below, to determine how to set objective, scientific thresholds that will determine what phase a community can operate at. This way, we will have confidence that the level of reopening is proportional to the underlying capacity of our public health and health care systems.

They are considering key questions like:

Transmission:

- What is the level of transmission in the community?
- What percentage of tests are positive for COVID-19?

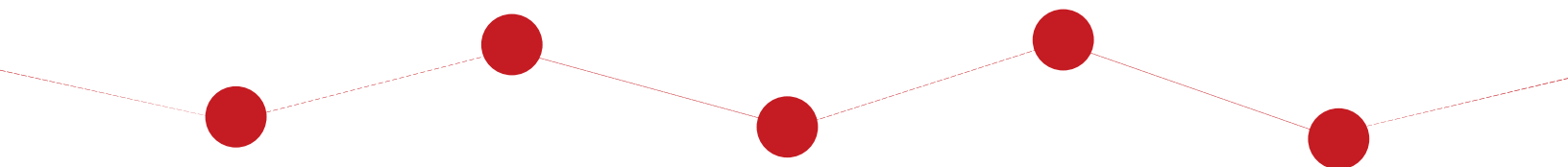
Treatment:

- Are hospitalization trends for COVID-19 increasing or decreasing?
- Do hospitals have the surge capacity (staff, beds, equipment, supplies) to provide critical care for an increased number of people?
- Do hospitals have sufficient protective equipment (PPE) to continue to provide care for an increased number of patients?

Test and Trace:

- What percentage of cases are contacted and isolated within 24 hours of a positive test result?
- What percentage of people exposed to an individual who tests positive are notified within 48 hours?
- What is the surge capacity to be able to do contact tracing, if a large number of people are exposed?
- What is the level of testing in a community?
- Is everyone exposed in an outbreak able to get a test?

The committee will establish these scientific thresholds on how communities qualify for these different phases, we will receive stakeholder feedback, and the completed framework will go into effect at the end of June.



From: Mark Eleison MarkEleison@hotmail.com
Subject: summary of my prospective comments at the June 30 board meeting
Date: June 23, 2020 at 9:43 PM
To: Kari Distefano smckarid@yahoo.com
Cc: Brandy Randall brandy.randall@gmail.com, Patrick Fallon pfallon8@msn.com



Hello Kari,

Thank you for your invitation to voice my concerns about the RGS grade/trail at the Board meeting on June 30, but first to send you a summary of the issues I will be addressing. I have noted your request to keep my comments to three minutes.

After briefly describing the history of the approximately one-mile RGS grade/trail that runs through Mr. Popek's property on the east bank of the Dolores, I will describe the location of the trail that Mr. Popek proposes as a replacement of the RGS trail, which you indicated on a Google map sent to me on Feb. 28, 2020, and which some or perhaps most of the board members may not be aware of. (Perhaps you should display that map at the meeting.)

Specifically, I want to point out that this proposed trail

1. diverges well to the east and very near HWY 145 vis-à-vis the RGS grade/trail, which the public has had access to ever since the RGS went out of business 68 years ago.
2. has no historical resonance and no charm by being close to the river
3. appears to dead-end at the south end of his property

Moreover, I will point out that the RGS trail is much more than just a "trail," as Mr. Popek's proposed trail is only. It is an important link on the RGS grade/trail as a whole, especially on its south end, where it ends exactly at the point where the RGS crossed the river, as indicated by the trestle remnants and pylons. Directly across on the east bank, the RGS trail runs south for about ¼ mile to Burnett Creek, where it connects to the RGS trail that is on National Forest land.

In addition, on the east bank where RGS crossed the river, a trail runs up the slope to the ruins of three brick coke ovens, where coal was baked to produce coke, a more efficient fuel for the RGS steam locomotives. Above those ovens is the dilapidated shack where the worker lived who tended to those ovens. The shack, the coke ovens, and the ¼ mile RGS trail to Burnett Creek on the east bank of the Dolores River are all on Mr. Popek's property.

At Burnett Creek the RGS trail on NF land, wends its way south about two miles near the Dolores River and through a sublime small canyon to the point where the RGS crossed the Dolores yet again, a few hundred yards north of the Montelores Bridge, across from the camping area, as indicated by the pylons in the river.

Thus Mr. Popek's proposed trail would be a bitter trade-off not only for the public's access to the RGS trail on his property but also for its appreciation of RGS history. In fact, it is no trade off at all. Furthermore, the town board, being respectful of his property rights, of course, must prevail upon Mr. Popek to acknowledge---and perhaps he already has---that he has an ethical obligation to the public and to historic imperatives to ensure that the RGS grade/trail as well as the shack and coke ovens be preserved and not be

altered in service to his camp ground.

What's more, I believe that he has an ethical obligation to continue to allow public access to the RGS trail, as has been permitted for 68 years by the previous owners, the Markey family, pursuant to restrictions, as posted on the trail. (Colorado Revised Statutes, 31-41-101 et seq.) Because of his proposed trail, however, it appears that he will not allow it.

Nevertheless, Kari, in previous town manager reports, has alluded to things Mr Popek wants from, or is exploring with, the town, including possibly "annexing" his property into town limits. These are, of course, bargaining chips that the town has on its side of the table. Hence, to serve the public interest, I will ask that Kari explain in detail to the town board and the public, what Mr. Popek wants or potentially wants from the town.

After the town board discusses thoroughly, with participation of the public, Mr. Popek's requests from the town and his proposed trail---and I hope the board will do so at the meeting on June 30---perhaps the board will then put forth a motion directing the town manager and the town attorney to base all future negotiations with Mr. Popek on the town's desire for him to continue to allow public access to the RGS trail on his property, to preserve its historic nature and structures, and to permit the building of a footbridge (paid for with private sources, of course) at the point described above where the RGS crossed the river below the coke ovens. A footbridge there would not only complete a magnificent RGS Trail from the Montelores Bridge to near the Rico RGS Water Tank but also would add immeasurably to the appeal of his camp ground.

Kari, would you please forward this e-mail to the board members other than Brandy and Pat, whom you will note I've cc-ed.

Thank you.

Mark Eleison

