

Town of Rico Memorandum

Date: May 7<sup>th</sup>, 2019

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

*1. Update on the Rico Center Emergency Grant Application*

In an effort to offset the additional money we spent on snow removal in March and the predicted additional expense of the Rico Infrastructure Improvement Economic Analysis as well as the expense of removing the asbestos from both the bathroom area and the old boiler in the basement, I applied to the Rico Center for some emergency grant funding. We were awarded \$15,000 for emergency snow removal and up to \$8,000 that will go toward the Rico Infrastructure Improvement Economic Analysis. We were not awarded funding for the asbestos removal. The asbestos has been removed from the bathroom anyway. This was necessary to complete the remodel. The asbestos removal from the old boiler, which is a bigger project, will have to wait. In the meantime we will limit access to that area. I have included a copy of the grant approval letter in this packet.

*2. Update on the Rico Infrastructure Improvement Economic Analysis*

As per the direction from the Trustees at the March meeting, we signed a contract with RPI for a reduced scope of work based on my ability to gather some of the information necessary for the analysis. I have attached a copy of the revised contract to this packet. I have also been working on assembling the information for the analysis. We talked on Wednesday and he was happy with the information that I gave him. He will let me know if he needs anything else.

*3. Update on State Revolving Funds loan application.*

I have started the process of applying for a low-interest loan from the State Revolving Fund. We would be applying for a low interest loan on any costs associated with the proposed infrastructure upgrades for which we cannot get grant funding. I have included both the sewer system and the re-activation of Silver Creek in this application because the process is extremely involved and it is necessary to start early. There are a series of web-based applications and once those have been filled out, a representative from the State Revolving Fund schedules a site visit. I have been working on the applications in conjunction with Eric Krch from SGM Engineering and

Maggie McHugh also from the SGM office. I hope to have the preliminary applications done by the end of this month so that the representative will schedule a site visit sometime in June. There is a possibility of loan forgiveness in this program but I will not know until we have a site visit whether or not Rico would be eligible.

#### *4. Update on the USDA grant and loan application*

Originally I was not going to apply for an infrastructure loan from the USDA because their interest rates are currently higher than those of the State Revolving Fund – 3.5% as opposed to 0.5% however apparently there is some grant funding available through the USDA as well as loans. I have been talking to Duane Dale, who is the USDA regional manager and he said that how much was available in grant funding and how much of the cost of the project would a loan was based on a complicated equation and he could not give me any definitive information until I applied for the grant/loan. I am in the process of doing that now and I have a meeting scheduled with both Duane and Patrick Rondinelli from the Department of Local Affairs on May 22<sup>nd</sup>. I may have more information then.

#### *5. Update on the Rico Land Use Code revisions*

Nancy Dosdall, the planner from Russell Engineering that we hired, has finished her review of the Rico Land Use Code. I am now in the process of going through the revised code and addressing her comments. Our tentative plan is to have her come to the June 26<sup>th</sup> meeting to discuss the updates. I have also done some analysis on the parcels within our municipal boundaries to assess how developable they are. I have included some maps in this packet. They are a little busy but there is a lot of relevant information. I tried to make them as readable as possible. One shows the vacant lots with at least one lead level test with 1100ppm+. One is a map of lots that due to numerous constraints really should be in conservation easements. This map also has the proposed wastewater line. There is an additional map that shows the lots that will be served by the sewer system should our efforts to construct it be successful. One map is an assessment of the ability to develop lots based on constraints. Basically I considered something developable if under our current Land Use Code you could get a building permit without any other permits. The lots labeled moderately developable are lots that would require an environmental development permit but could likely be developed with little additional cost. I included lots with lead in this category because I am counting on AR/BP to pick up the additional cost of mitigation. Lots that I have labeled as difficult are lots that could be developed but there would be additional expense and permitting through the State or the Federal Government. Lots

labeled very difficult would require substantial additional expense, permitting and in many cases negotiated access agreements. There are a number of lots that I don't consider developable at all. These assessments are somewhat subjective but prior to working for San Miguel County and Rico, I worked for developers in the Telluride region and I have a pretty good idea of what constitutes developable lands, what needs special permits and what causes problems and additional expense.

*6. Update on the installation of the Supervisory Control and Data Acquisition (SCADA) system*

The areas around the tank and the well house are finally clear enough to start installing the Supervisory Control and Data Acquisition system, which is the first step in automating our water system. The SCADA system will allow us to monitor our tanks and well remotely and thus save wear and tear on our maintenance vehicle as well making Dennis's life easier especially in the winter. It is also my hope that Rico will be awarded funding from the Department of Local Affairs to start replacing meters toward the end of the summer. In addition to saving maintenance hours, this system will allow us to catch leaks in a much more timely manner and alert homeowners prior to large water losses.

*7. Update on the Town Hall repairs*

As you probably remember, I had Jesse Pekola, who is a structural engineer come look at the Town Hall roof right after the last meeting. He prepared a report, which I have included in this packet. He is going to come back up to determine what, if anything needs to be done to reinforce the structure within the roof. In the mean time he does not think it is in danger of immediate collapse and in fact, may be fine. According to records from the last historical structural assessment, some work had already been done to stabilize the roof. I have attached a bid from a stonemason to repair the brick on the north side of the courthouse. As soon as I get Jesse Pekola's report on whether or nor we need to do anything to the roof, I will start applying for emergency funding from the state historic society.

*8. 2<sup>nd</sup> reading of an Ordinance concerning fixed and temporary encroachments*

You have all seen this Ordinance. As per Nicole's request at the last meeting, I have made revisions to include language about the right to revoke the permit if the encroachment deteriorates or gets demolished or a material change in the condition occurs. I also fixed the grammatical error in paragraph 1003. There is a copy of the proposed ordinance included in this packet.

*9. 1<sup>st</sup> reading of an Ordinance establishing fire safety standards for existing commercial structures.*

The Rico Fire Department initially requested this Ordinance when there was a fire in the Prospector building. The object of the ordinance is to ensure that structures that are used for accommodations have adequate fire safety measures. The ordinance requires that all commercial structures that are being used for accommodations have fire alarms, carbon monoxide detectors and fire escape routes. It also has provisions for enforcement should the facility fail to provide such safety measures.

*10. Special Use Permit application for the short-term rental of 201 N. Piedmont, Eliza Gass, owner*

Eliza Gass would like to use her house, located at 201 N. Piedmont, as a short-term rental. To the end she has applied for a Special Use Permit as required by the Rico Land Use Code. The application is attached to this memo for your review and is complete. Special Use Permits should be reviewed according to the following criteria:

Compatibility with Surrounding Area. The proposed use or operation is compatible with surrounding land uses and with the surrounding neighborhood.

General. The location, size, design and operating characteristics of all proposed uses shall mitigate any adverse effects, including visual impacts, on surrounding properties.

Noise. At no point on the bounding property line of any use in any district shall the sound pressure level of any use, operation or plant produce noise intensity greater than that customarily level of the underlying Zone District and surrounding neighborhood so as to create a nuisance or detract from the use and enjoyment of adjacent property. For the purposes of this section, bounding property line shall be interpreted as being at the far side of any street alley, stream or other permanently dedicated open space from the noise source when such open space exists between the property line of the noise source and adjacent property. When no such open space exists, the common line between two (2) parcels of property shall be interpreted as the bounding property line.

Smoke and Particulate Matter. No proposed operation or use in any district shall at any time create smoke and particulate matter that, when considered at the bounding property line of the source of operation creates a nuisance or distracts from the use and enjoyment of adjacent property.

Odorous matter. No proposed use shall be located or operated in any district that involves the emission of odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the bounding property line or any point beyond the tract on which such use or operation is located. The odor threshold shall be the concentration of odorous matter in the atmosphere necessary to be perceptible to the olfactory nerve of a normal person.

Explosives. No use involving the manufacture or storage of compounds or products that decompose by detonation shall be permitted in any district, except that chlorates, nitrates, phosphorus and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the Fire Marshall as not presenting a fire or explosion hazard.

Flammables. The storage and use of all flammable liquids and materials such as pyroxylin plastics, nitrocellulose film, solvents and petroleum products shall be permitted only when such storage or use conforms to the standards and regulations of the Town of Rico and receives the approval of the Fire Marshall.

Toxic and Noxious Matter. No proposed operation or use in any district shall emit a concentration across the bounding property line of the tract on which such operation or use is located of toxic or noxious matter that will exceed the threshold limits set forth by the Colorado Department of Health.

Vibration. No proposed operation or use in any district shall at any time create earthborne vibration that, when considered at the bounding property line of the source of operation creates a nuisance or distracts from the use and enjoyment of adjacent property.

Open storage. No open storage of materials or commodities shall be permitted in any district except as an accessory use to a main use located in a building in the MU Zone District. No open storage operation shall be located in front of a main building. No wrecking, junk, or salvage yard shall be permitted as a storage use in any district.

Glare. No proposed use or operation in any district shall be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor shall any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

Traffic. No proposed use or operation shall be permitted where the use would create undue traffic impacts on Town roads and affected residential neighborhoods.

Off-Street Parking. Adequate off-street parking is provided to accommodate the proposed use.

While the proposed activity is unlikely to produce noxious odors, noise, smoke or problems with many of the other issues mentioned in the review criteria, parking and traffic in the area could be of concern. The house is set back into the hill and there is a carport and at least one on-site parking lot. In the past, the Town has required that the applicants be limited to two off-street parking spaces. The Town has also required that the applicant maintain a contract for property management services with a local representative available to respond to emergencies or disturbances within an hour. The Town has required that contact information for the local representative be kept current and be available to local law enforcement as well as Town officials. There will be a renewal review after one year of the short-term rental operation.

The Rico Planning Commission reviewed the application on May 8<sup>th</sup> and they approved it.

*10. Transfer of Mountain Top Liquor License to Larry Steele*

Larry Steele has requested that the liquor license held by Mountain Top Liquors be transferred to him. All of his paperwork is in order.

*11. Change in Website providers and Eligible Governmental Entity Agreement between the Statewide Internet Portal Authority of the State of Colorado and the Town of Rico*

I have been having some difficulties with our website. For some reason, Bluehost, the folks that host our website changed the address of the server that holds the media. I had some trouble finding Ben, who has apparently moved to Columbia. When I was finally able to contact him, he told me how to fix the problem but I spent hours repointing all the information on the site to the new address. Needless to say the whole exercise was pretty frustrating and I started looking at the possibility of switching to a more reliable system, one which did not involve a third party. I looked at two options. One is a company out of Parker Colorado that hosts a lot of municipal web sites. The other is actually a state sponsored platform called SIPA and is a much better deal. It's free and I believe that it suits our needs. If you get a chance, please take a look at their website <https://www.colorado.gov/sipa>. If you look at the Town of Ridgway website <https://www.colorado.gov/ridgway>, you can see how they have used it. Ours will look similar to our current website but there are some changes that I would like to make if we switch over. Using this platform would allow me to maintain complete control of the content. It also has a function that would allow people to pay their water bills on-line. This function is also free unlike the Paypal option that we had discussed at an earlier meeting. They provide training and 90 days worth of free technical service. I would like to switch over to this service. I think that it would

save me a lot of headaches and save the Town some money. The one thing that they require for use of this service is a signed Eligible Governmental Entity Agreement between the Statewide Internet Portal Authority of the State of Colorado and the Town of Rico. I have included a copy of that agreement for your review and signature. If we go ahead with this plan, I would look at switching over in June once I have finished the grant applications on which I am working.

*12. Applicants for the Rico Board of Trustees*

At the end of the March 2019 meeting discussion regarding the two applicants for Keith Lindauer's vacant seat, Brandy Randall and Allyn Svoda, the Trustees had decided to wait until Barbara Betts returned to consider an appointment to the Trustee's seat. The Board also discussed whether they should make an appointment or leave the seat vacant until the November election. Since Barbara is back with us in Rico, the Board should decide whether to appoint one of the two applicants, or to leave the seat vacant until November.

*13. A deadline extension for the requirement to fill or otherwise stabilize the cut on Lots 21-24, Block 5, Town of Rico, 134 S. Glasgow*

Last November, the Rico Town Attorney Carol Viner, wrote a letter to then owners of the lots at 134 S. Glasgow, Terrance and Charlene Johnson, advising them that they had excavated without a permit and that they were required to fill or otherwise stabilize the cut by May 1<sup>st</sup>. The Johnsons subsequently sold the lot to Anna Mills, who is intending to build on the lot and open a coffee shop. To date, she has not applied filled the cut or applied for a building permit. It is my understanding that she is waiting on plans for a building. She has emailed a letter with a tentative schedule. It is included in your packet. The question open for discussion is whether or not to allow her more time to apply for a building permit or to file a complaint and summons in municipal court for zoning violations as indicated by Carol Viner's letter.

*12. Discussion of whether or not the Town should begin levying fines for property owners using their houses for short-term rentals without a Special Use Permit as required by Ordinance 2011-03*

It has come to our attention that there are a number of homeowners in Rico that are short-term renting their properties without the special use permits that are required by Ordinance 2011-03. The Town sent notices out in the March 2019 water bills reminding owners and renters that a special use permit was required if they wanted to use their houses as short-term rentals. On April 30<sup>th</sup>, we sent out letters to each of the property owners that are advertising on either Airbnb or

VRBO. We received an application from one owner and I have explained the process to Helen Matzik, Laurie Adams and Monica O’Neal. I have not received any other applications. The question for discussion by the Board is if and when the Town should start filing complaints and summons in municipal court.





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

March 29, 2019

Dear Kari,

The Board of Directors for the Rico Center thanks you again for your application for funding related to the Town of Rico Winter Emergency Needs. We very much appreciate the time you took to attend the beginning of our meeting as well.

It is our pleasure to grant you the full amount for two of your requests:

1. **\$15,000 .00** for the following purpose and under specified agreement: **Additional Snow Removal, with inclusion of a snow removal emergency fund in the regular cycle grant application, with distribution requested as needed.**
2. **Up to \$8,000** for the following purpose and under specified agreement: **Economic Development Analysis, with some costs offset through administrative assistance from the Rico Center.**

Your awards are subject to the conditions listed below. By signing this agreement, you the Grantee and your fiscal agent if applicable, 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.***

Unless otherwise stated herein, TRC will issue grant funds when requested in writing to TRC. ***Failure to request funds may result in loss of funding.***

For the third part of the request, **\$14,112 for Asbestos Removal in the Town Hall**, after careful consideration and clarification of essential needs and priorities, the Board of Directors asks that in lieu of new funding, that the town instead will redirect the 2019 award portion of \$26,940 for the bathroom remodel to the more immediate asbestos removal. While we understand how both aspects of facilities management are important, we feel obligated in overseeing 2019 funds to prioritize, and conserve, in this manner.

Again, we thank you for your commitment to the Town of Rico and involvement with the grant process.

If you have any questions concerning your grant or this agreement, please feel free to contact a TRC Board member.

**THE RICO CENTER**

3/29/2019

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Gretchen Treadwell, President

Date

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Grantee Signature

Date

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Print Name

Title

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Organization

Phone

Email

## CONSULTING SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of April, 2019 by and between the Board of Trustees of the Town of Rico, whose address is P.O. Box 9, Rico, Colorado 81332, hereinafter "Rico", and RPI Consulting LLP, whose address is 1911 Main Ave. Suite 224, Durango Colorado 81301, hereinafter referred to as "Consultant".

Material to this Agreement are the following points of agreement, which Rico and Consultant agree provide sufficient and good consideration for this Agreement to be binding upon the parties:

1. Consultant is qualified and willing to provide consulting services to Rico related providing Rico Infrastructure Improvement Economic analysis services to the Town of Rico, as set forth below.

Now therefore, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows:

- A. **Services to be Provided.** Consultant will provide an infrastructure improvement economic analysis as shown in Exhibit A with a total not to exceed \$23,600.00 for the contract period. Consultant will provide an invoice for work pursuant to the provisions to paragraph 2(B) below.
- B. **Payment.** The Town of Rico will pay Consultant per task as listed in Exhibit A. In the absence of an express written agreement to revise the rates, Consultant's rates shall remain as provided for the term of the Agreement.
- C. **Term.** The term of this Agreement is from April \_\_\_\_, 2019 through August 31st, 2019, and may be extended as agreed upon by the parties.
- D. **Insurance and Taxes.** Consultant shall not be an employee for purposes of benefits, and workmen's compensation, and shall instead be considered an independent contractor. Consultant is responsible to obtain insurance, if consultant deems it necessary. Consultant is responsible for any taxes owed to federal, state or local government entities and will be issued a 1099 from Rico for any monies Rico paid to Consultant under this agreement.
- E. **Indemnification.** Consultant shall defend, hold harmless and indemnify Rico against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Consultant's duties.
- F. **Governmental Immunity.** Consultant understands and acknowledges that Rico relies on, and does not waive or intend to waive by any portion of this Agreement any provision of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.

**G. Assignment.** This Agreement is a personal services contract and may not be assigned by either party.

**H. Modification or Amendment.** No modification or amendment to this Agreement shall be binding or of any force or effect whatsoever unless mutually agreed upon as evidenced by a written amendment or modification with signatures authorized for each party.

**I. Not a Multi-Year Financial Obligation.** This Agreement does not obligate Rico to budget or authorize funds beyond the Term.

**J. Notices.** Any written notice required or authorized by this Agreement shall be sent, postage pre-paid by United States Postal Service addressed as follows:

County: Board of Trustees  
Town of Rico  
P.O. Box 9  
Rico, CO 81322

Consultant: RPI Consulting LLC  
1911 Main Ave. Suite 224  
Durango Colorado, 81301

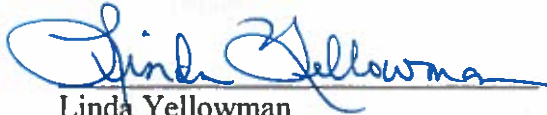
**K. Entire Agreement.** This Agreement as written contains the entire agreement of the parties with respect to the subject matter of temporary, contract employment. This Agreement replaces and supersedes any oral representations or agreements.

**L. Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.

**M. Governing Law.** This Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance, and the courts of the state of Colorado shall have exclusive jurisdiction to resolve any disputes arising from this Agreement, with venue in Dolores County, Colorado.

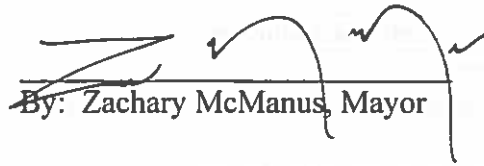
**N. Attorneys' Fees.** The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorneys' fees.

Attested by:



Linda Yellowman  
Town of Rico Clerk

Board of Trustees for the Town of Rico, Colorado



By: Zachary McManus, Mayor

Date: 4/4/19

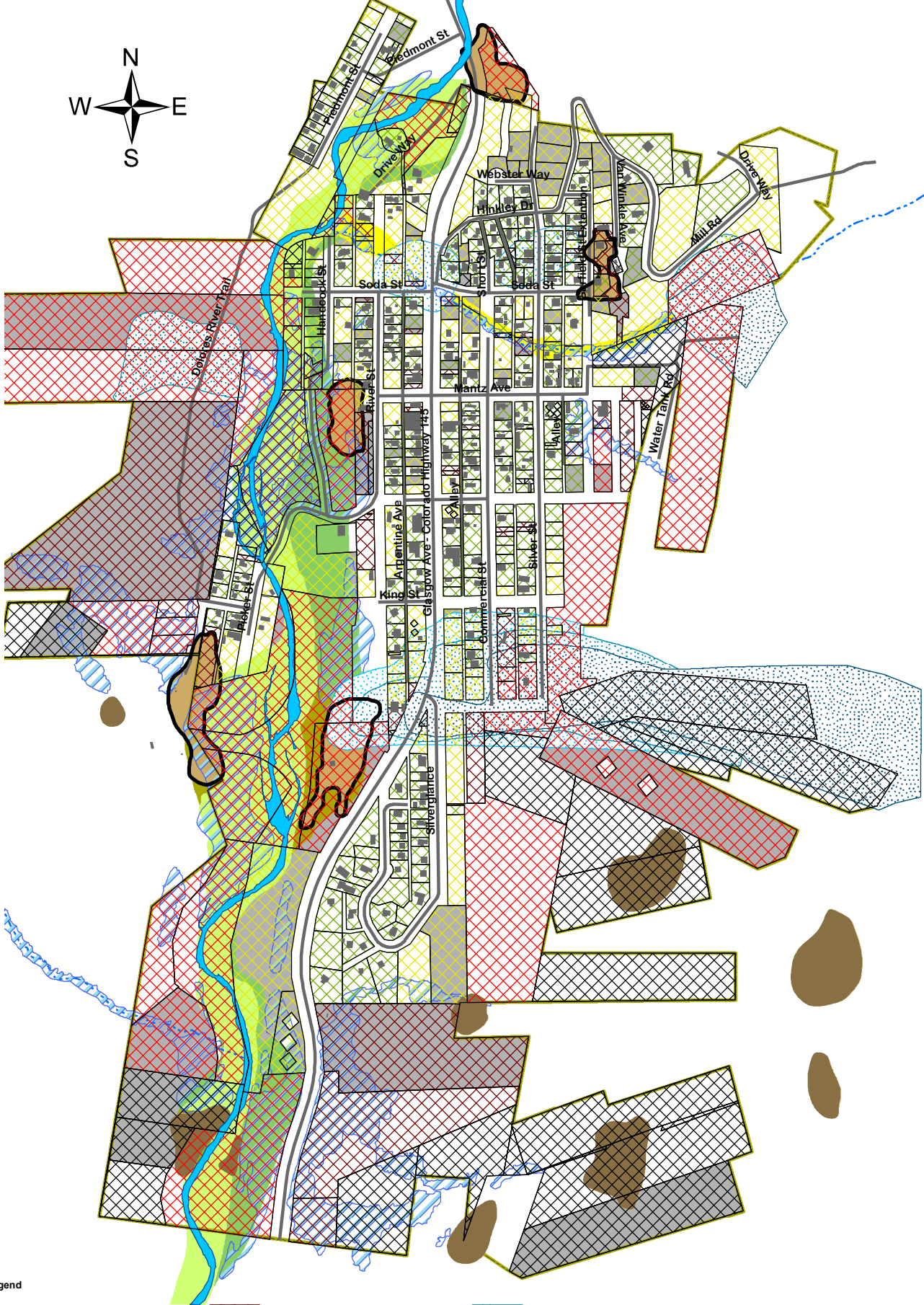


RIP Consulting

Date: 04-08-2019

### Exhibit A

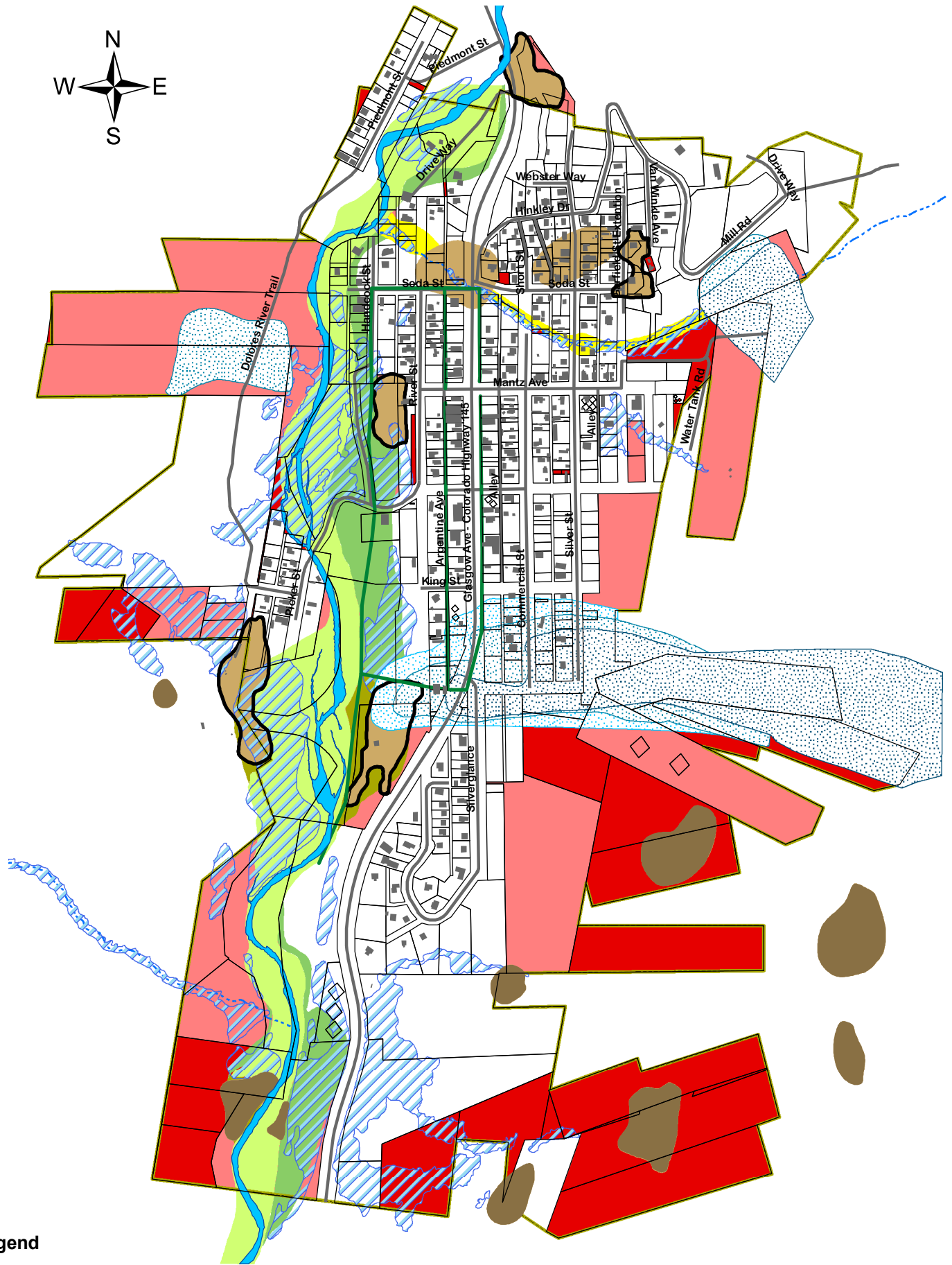
| Task  | Budget          |
|---|-----------------|
| <b>Task.1 – Kickoff and Information Gathering</b>   |                 |
| 1.1 – Information needs list  | \$300           |
| 1.2 – Phone meetings and communications with town staff, town board and other stakeholders                                      | \$1,100         |
| <b>Task 2 – Wastewater service area inventory</b>   |                 |
| 2.1 – Compile and Integrate Town generated building and property inventory (residential and non-residential)                    | \$300           |
| 2.2 - Compile and Integrate Town generated business Inventory   | \$300           |
| 2.3 – Integrate Town generated environmental constraints inventory  | \$200           |
| <b>Task 3 – Market position</b>   |                 |
| 3.1 – Compile and integrate Town generated demand factors   | \$400           |
| 3.2 – Compile and integrate Town generated economic performance indicators  | \$400           |
| 3.3 – Small town success factors  | \$400           |
| <b>Task 4 – Business survey</b>   |                 |
| 4.1 – Draft, revised and final business survey questionnaire  | \$1,000         |
| 4.2 – Monitor digital input (by Town) of survey results   | \$200           |
| 4.3 – Survey results summary  | \$800           |
| <b>Task 5 – Constraints of ISDS dependence on development, redevelopment, renovation</b>  |                 |
| 5.1 – ISDS constraints on site design and costs   | \$1,600         |
| 5.2 – ISDS constraints on type of use and density   | \$800           |
| 5.3 – Summary of past development and renovation proposals  | \$800           |
| 5.4 – Local/regional realtor and developer interviews   | \$800           |
| <b>Task 6 – Future scenario analysis: with a central wastewater treatment system</b>  |                 |
| 6.1 – Estimate additional development physically possible with central wastewater (residential and non-residential)             | \$2,400         |
| 6.2 – Estimate effect of available central wastewater on investment decisions and feasibility (residential and non-residential) | \$1,200         |
| 6.3 – Profiles of comparably remote communities in mountain resort regions that have central wastewater systems                 | \$1,000         |
| 6.4 – Low and high business growth scenarios with central wastewater system   | \$1,200         |
| 6.5 – Low and high residential growth scenarios with central wastewater system  | \$800           |
| 6.6 – Summary of cost-benefits of constructing the central wastewater system.   | \$600           |
| <b>Task 7 – Future scenario analysis: continued dependence on ISDS</b>  |                 |
| 7.1 – Project historic performance indicators   | \$800           |
| 7.2 – Project historic town revenues  | \$400           |
| 7.3 – Low and high business growth scenarios with continued use of ISDS   | \$600           |
| 7.4 – Low and high residential growth scenarios with continued use of ISDS  | \$600           |
| 7.5 – Cost benefits of continued dependence on ISDS vs. with a central wastewater system.                                       | \$600           |
| <b>Task 8 – Draft report, presentation, final report</b>  |                 |
| 8.1 – Submit complete draft to town for review  | \$2,200         |
| 8.2 – Submit revised (penultimate) draft  | \$400           |
| 8.3 – On-site slideshow presentation of the study   | \$1,000         |
| 8.4 – Submit final report and project files.  | \$400           |
| <b>TOTAL</b>  | <b>\$23,600</b> |



Legend

|  |                      |  |                           |  |                             |  |                                |
|--|----------------------|--|---------------------------|--|-----------------------------|--|--------------------------------|
|  | Structures           |  | Difficult to Develop      |  | Avalanche Area - Moderate   |  | Mine Waste                     |
|  | Lots                 |  | Very Difficult to Develop |  | Avalanche Area - Low        |  | Flood Zone A                   |
|  | Dolores River        |  | Not Developable           |  | Wetlands                    |  | Flood Zone AE                  |
|  | Rico Roads           |  | Prior VCUP sites          |  | Potential Subsidence Hazard |  | Flood Zone X                   |
|  | Developable          |  | Mine Dumps                |  | Town of Rico Boundary       |  | Flood Zone Y                   |
|  | Moderately Difficult |  | Avalanche Area - High     |  | Creeks                      |  | Vacant Lots with 1100 ppm plus |

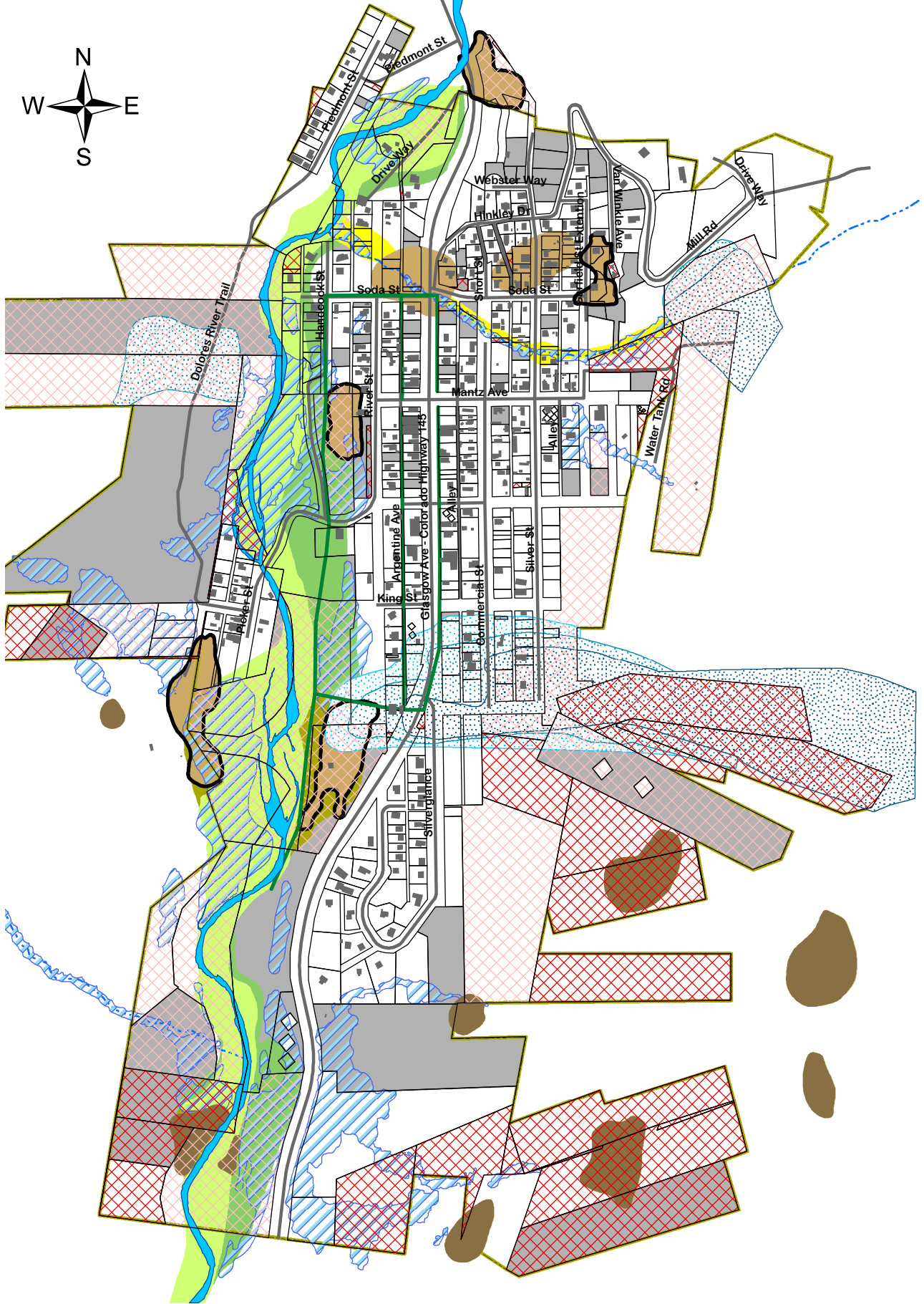




# Legend

- |                  |                           |                       |                           |
|------------------|---------------------------|-----------------------|---------------------------|
| Structures       | Mine Dumps                | Wetlands              | Flood Zone AE             |
| Lots             | Rico Roads                | Town of Rico Boundary | Flood Zone X              |
| Dolores River    | Avalanche Area - High     | Creeks                | Flood Zone Y              |
| Wastewater Lines | Avalanche Area - Moderate | Mine Waste            | Very Difficult to Develop |
| Prior VCUP sites | Avalanche Area - Low      | Flood Zone A          | Not Developable           |



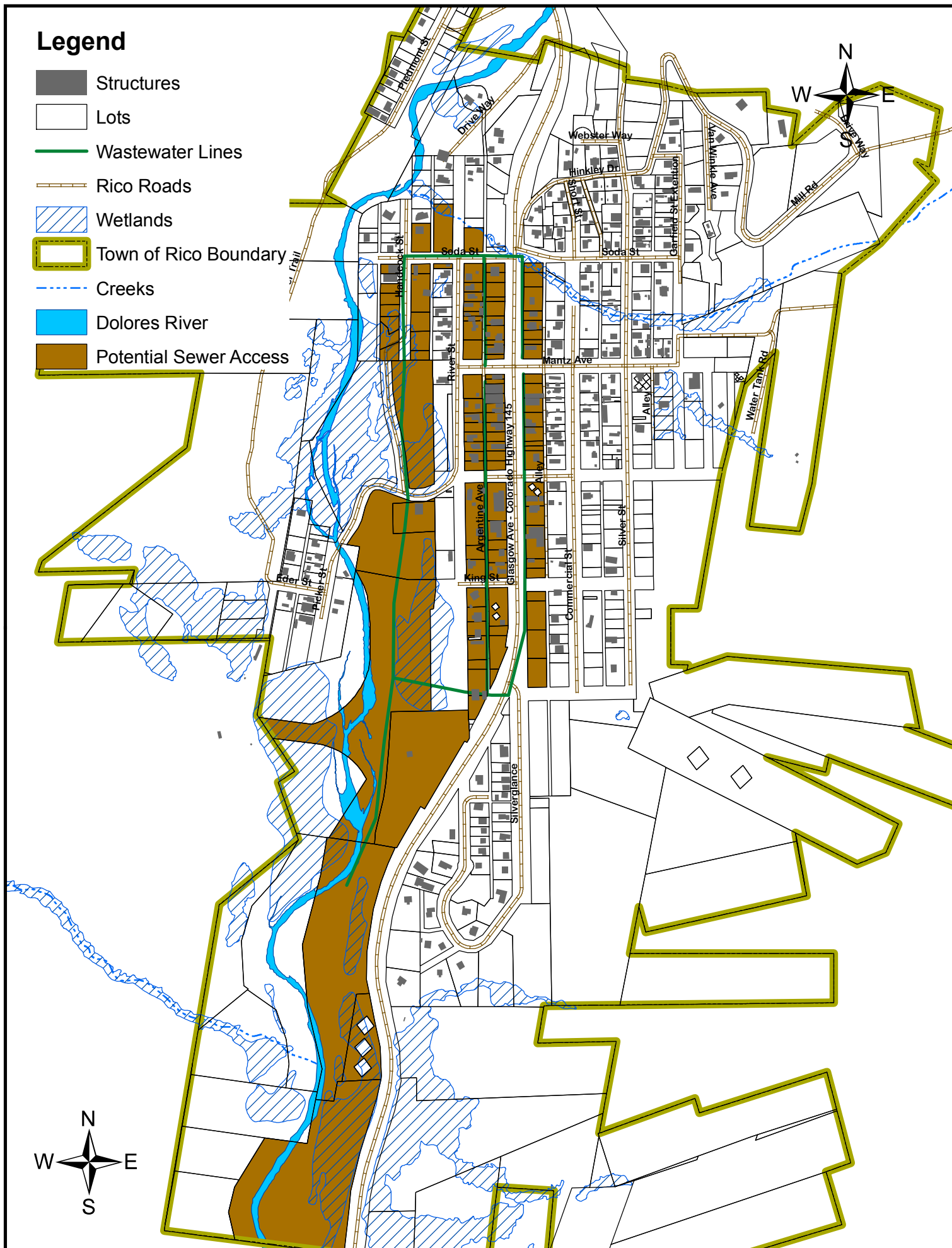


Legend

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|---------------------------|---------------------------|-----------------------|--------------------------------|
| Structures                | Prior VCUP sites          | Wetlands              | Flood Zone X                   |
| Lots                      | Mine Dumps                | Town of Rico Boundary | Flood Zone Y                   |
| Dolores River             | Rico Roads                | Creeks                | Vacant Lots with 1100 ppm plus |
| Wastewater Lines          | Avalanche Area - High     | Mine Waste            | Flood Zone A                   |
| Very Difficult to Develop | Avalanche Area - Moderate | Flood Zone AE         |                                |
| Not Developable           | Avalanche Area - Low      |                       |                                |

# Legend

- Structures
- Lots
- Wastewater Lines
- Rico Roads
- Wetlands
- Town of Rico Boundary
- Creeks
- Dolores River
- Potential Sewer Access



TOWN OF RICO  
ORDINANCE NO. 2019-02

AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF RICO, COLORADO ADDING A NEW ARTICLE X TO THE RICO LAND USE CODE CONCERNING PUBLIC PROPERTY AND ESTABLISHING REGULATIONS CONCERNING FIXED AND TEMPORARY ENCROACHMENT, INCLUDING WORK THEREON, LOCATED ON PUBLIC PROPERTY.

WHEREAS, the Board of Trustees of the Town of Rico (Board) is authorized under Sections 1.2 and 2.5 of the Town of Rico Home Rule Charter and C.R.S. § 31-15-103, as may be amended from time to time, to adopt regulations as are necessary to protect the health, welfare, and safety of the public; and

WHEREAS, the Board desires to establish regulations concerning encroachments on public property.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF RICO, COLORADO, ORDAINS:

**SECTION 1:** That the Municipal Code of the Town of Rico, Colorado, is hereby amended by adding new Article as follows:

ARTICLE X  
PUBLIC PROPERTY

1000 ENCROACHMENTS PROHIBITED

No encroachment, construction, excavation in, work in, or obstruction shall be made or placed upon any street, alley, sidewalk, curb, gutter, walk, or other public property, place, or way within the Town, unless a permit is approved by the Town as provided for in this Article.

1001 DEFINITIONS

1001.1 Fixed Encroachment: means any encroachment upon any public way that cannot be moved by a person without the assistance of tools, machinery and/or equipment.

1001.2 Temporary Encroachment: means any encroachment upon any public way that can be easily moved, changed, or removed by a person without the assistance of tools, machinery and/or equipment.

1001.3 Public Right-Of-Way, Right-Of-Way or Public Way: means any public street, way, place, alley, sidewalk, utility, easement, or any public property owned or controlled by the Town.

1001.4 Work: means any labor performed on, or any use or storage of equipment or materials, including but not limited to, construction of streets and all related appurtenances, fixtures, improvements, sidewalks, driveway openings, bus shelters, bus loading pads, street lights, and traffic signal devices. It shall also mean construction, maintenance, and repair of all underground structures such as pipes, conduit, ducts, tunnels, manholes, vaults, buried cable, wire, or any other similar structure located below surface, and installation of overhead poles and wires or conductors, used for any purpose.

## 1002 PERMIT PROCESS

Upon an application to the Town, a permit may issue with terms and conditions as necessary and appropriate to implement this Article in the Town's sole discretion to protect Town property, and to protect the public health, safety and welfare, by including provisions in the permit process as are necessary, including but not limited to, insurance, performance bond, indemnification, and a hold harmless and damage release for the Town.

## 1003 TEMPORARY ENCROACHMENT PERMIT APPLICATION

Any temporary encroachments on any public way, including but not limited to, barricades, construction debris, seasonal benches, seasonal flower pots, construction-related dumpsters, outdoor display of merchandise, and seasonal tables and chairs, located in the public right-of-way shall be governed by this Article and may be approved by the town manager, upon submission of a written application on the approved form provided by the Town, payment of all fees prescribed under this Article, and a permit may be granted for a specified time by the Town.

## 1004 FIXED ENCROACHMENT PERMIT APPLICATION

Any fixed encroachments on any public way or work to be performed on any fixed encroachment shall be governed by this Article and approved by the Town Board of Trustees, upon submission of a written application on a form provided by the Town and payment of all fees prescribed under this Article. The Town may withhold issuance of the permit until all costs are paid. The encroachment or work associated with the encroachment may not begin until the permit has been issued by the Town.

## 1005 WORK ENCROACHMENT PERMIT APPLICATION

An applicant for a permit allowing work in the public right-of-way shall apply for a temporary easement permit, even if a fixed encroachment permit has issued, under this Article as follows:

1005.1 Submit a written application furnished by the Town, which will include information necessary or convenient for the administration and enforcement of this Article, including statement that the applicant or its contractor is not delinquent in payments due to the Town on prior work.

1005.2 Attach copies of all permits or licenses (including required insurance, deposits, bonds, and warranties) required to do the proposed work, and to work in the public rights-of-way, if licenses or permits are required under the laws of the United States, the State of Colorado, or other ordinances or regulations of the Town.

1005.3 Provide a satisfactory plan of work showing:

1005.3.1 Protection of the subject property and adjacent properties when the Town determines such protection is necessary;

1005.3.2 Protection of trees, plants, landscaping and the restoration of turf when the Town determines that damage may occur to any plant life;

1005.3.3 The proposed construction, excavation; and

1005.3.4 A satisfactory traffic control and erosion protection plan for the proposed construction, excavation, or work.

1005.4 Include statement that all orders issued by the Town to the applicant requiring the applicant to correct deficiencies under previous permits issued under this section have been made.

1005.5 Pay the fees prescribed by this Article.

1005.6 List of anticipated subcontractors.

1005.7 All permits for construction, excavation or work may be granted only for a specific period of time to complete the work. The applicant is required to renew the permit prior to the expiration of the permit.

## 1006 REVOCATION

Any permit issued under this Article may be revoked by the Town after notice to the permittee for:

1006.1 Violation of any condition of the permit or of any provision of this Article.

1006.2 Existence of any condition or performance of any act which the Town determines does constitute or cause a condition endangering life or damage to property.

1006.3 Fixed encroachment deterioration, demolition, or if the encroachment ceases to exist or if a material change in condition occurs.

1006.4 Notice of revocation of an encroachment permit shall be sent by the Town to the permittee at the address provided in the application or any renewal. Revocation of the permit shall be effective 5 days after the date of the notice.

1006.5 Any revocation of any permit may be appealed by the permittee to the Town Manager by filing a written notice of appeal within 10 days of the date of the notice.

## 1007 POLICE POWERS

The permittee's rights under this Article are subject to the police powers of the Town, which include the power to adopt and enforce ordinances, including amendments to this section, necessary to the safety, health, and welfare of the public. The permittee shall comply with all applicable laws and ordinances enacted, or hereafter enacted, by the Town or any other legally constituted government unit having lawful jurisdiction over the subject matter hereof. The Town reserves the right to exercise its police powers, notwithstanding anything in this Article, any permit issued hereunder, any franchise, or any other permit to the contrary. Any conflict between the provisions of this Article, any franchise or any permit and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the Town.

## 1008 PENALTIES, ADMINISTRATION AND ENFORCEMENT

It shall be unlawful to violate any of the provisions of this Article, or of a permit issued hereunder. In addition to any general penalties applicable under Rico Land Use Code 740, continuing violations of this Article or of any permit issued pursuant hereto are hereby declared to be a nuisance, which may be abated in any lawful manner. It shall be unlawful to maintain an encroachment once the encroachment permit has been revoked by the Town pursuant to this Article. Failure to remove an encroachment is declared to be a nuisance that may be abated by the Town in any lawful manner. The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of this Article, or of any permit issued pursuant hereto. If the Town brings any action brought to abate a nuisance or to enjoin any violation of this Article in any court of competent jurisdiction and the Town is the prevailing party, the defendant in such a nuisance or injunction proceeding shall be responsible for the Town's attorney fees and costs.

### **SECTION 2:** EFFECTIVE DATE

The provisions of this Ordinance shall become effective immediately upon final passage as defined in Rico Home Rule Charter, Section 3.5.

### **SECTION 3:** SAVINGS CLAUSE

If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

**INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED  
PUBLISHED** on first reading by the Board of Trustees for the Town of Rico this 20th day of  
March, 2019.

**READ, APPROVED AND ADOPTED BY FINAL READING** by the Board of Trustees for  
the Town of Rico this \_\_\_ day of April, 2019

TOWN OF RICO, COLORADO

\_\_\_\_\_  
Zachary McManus, Mayor

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date



TOWN OF RICO  
ORDINANCE NO. 2018-

**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE  
TOWN OF RICO, COLORADO ESTABLISHING FIRE SAFETY  
STANDARDS FOR EXISTING COMMERCIAL STRUCTURES,  
INSTITUTING A COMPLAINT PROCEDURE, AND SETTING  
FORTH PENALTIES FOR VIOLATIONS.**

**WHEREAS**, the Board of Trustees of the Town of Rico is authorized pursuant to Sections 1.2 and 2.5 of the Town of Rico Home Rule Charter and C.R.S. 31-15-103, as may be amended from time to time, to adopt regulations as are necessary to protect the health, welfare, and safety of the public;

**WHEREAS**, Town of Rico Ordinance 2016-1 requires any new commercial structures to conform to the 2006 International Building Code (IBC) but that the IBC did not apply retroactively to existing commercial structures;

**WHEREAS**, three commercial structures which are used for housing and accommodations, existed at the time Ordinance 2016-1 was adopted;

**WHEREAS**, in the spring of 2018, there was a fire in one of the three commercial structures and the Board of Trustees now desire to ensure the safety of the general public by requiring that all three commercial structures be equipped with adequate fire safety measures as set forth in the IBC, as well as Colorado statutes;

**WHEREAS**, Colorado law provides that the Town may place reasonable restrictions upon the use of property for the promotion of the general welfare and structures that are unsafe may work injury to both persons that reside in the unsafe structures but also to the general public such that the requirement that these existing structures comply with the IBC fire safety standards protects the health and safety of the community;

**WHEREAS**, a complaint procedure is necessary to allow an opportunity to be heard; and



**WHEREAS**, the need to ensure compliance with the IBC's fire safety standards for the all commercial structures is of paramount importance and this ordinance sets forth penalties for any violations.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF RICO, COLORADO, ORDAINS:**

1. Fire protection standards for all existing commercial structures that were previously exempt from Ordinance 2016-1 shall now be required, as follows:
  - a. each commercial structure shall be equipped with a fire alarm and detection system in accordance with IBC, Section 907.;
  - b. each commercial structure shall installation of carbon monoxide alarms set forth in C.R.S. 38-45-101, as may be amended from time to time;
  - c. each commercial structure shall comply with IBC, Section 3404 concerning fire escapes;
  - d. the installation of a fire escapes may require a building permit pursuant to Rico Land Use Code (RLUC), Article IV, as applicable;
  - e. each commercial structure shall be inspected by the Town Building Inspector within ten (10) days after complying with this ordinance.
  - f. Alterations to existing structures, to comply with this Ordinance, shall be completed within thirty (30) days of enactment, except the fire escape installation shall be allowed ninety (90) days to complete the installation;
  - g. An appeal from a decision of the Enforcement Official shall be made to the Board of Adjustments following the procedure set forth in RLUC, 404;
  - h. It shall be unlawful for any owner of a commercial structure to allow occupancy of the same without the fire alarm and detection system,

carbon monoxide alarms and fire escapes installed within the time frame set forth above in Subsection E above; and

- i. A violation of this Ordinance, shall be enforced as a violation of the Town of Rico Land Use Code, and is subject to the enforcement provisions and penalties provided RLUC 730 through 742.

## 2. Effective Date

The provisions of this Ordinance shall become effective immediately upon final passage as defined in Rico Home Rule Charter, Section 3.5.

## 3. Savings Clause

If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by the Board of Trustees for the Town of Rico this \_\_\_\_ day of \_\_\_\_\_, 2019.

READ, APPROVED AND ADOPTED BY FINAL READING by the Board of Trustees for the Town of Rico this \_\_ day of \_\_\_\_\_, 2019

TOWN OF RICO, COLORADO

\_\_\_\_\_  
Zachary McManus, Mayor

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date

## SPECIAL USE PERMIT APPLICATION

### TOWN OF RICO

Applicant Name: Eliza Gass Phone Number: 970-729-0943  
Address: 201 Piedmont St. Fax No. \_\_\_\_\_  
Email(s) eliza.gasse@westernalum.org  
Street Address and Legal Description of Subject Property: \_\_\_\_\_

Zone District of Subject Property: residential

Description of Special Use Request (Use separate letter) *See Rico Land Use Code §420*  
*Generally; 424 Submittal Requirements:*

Reasons Special Use Permit should be granted (Use separate letter) *See Rico Land Use Code §428:*

- ☒ 1. Statement from County Treasurer showing status of current taxes due on affected property
- ☒ 2. Letter of agency if applicant is other than the owner of the property
- ☒ 3. Complete Special Use Permit Narrative
- ☒ 4. An Application Fee in the amount of \$200.00.

Attach a site plan and any other information necessary to clearly demonstrate eligibility for the requested Special Use Permit based on the review standard in §436 in the Rico Land Use Code and attach a mailing list with names, addresses, and property owned of all property owners within 200 feet of subject property with certificate of mailing.

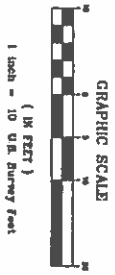
*I swear that the information provided in this application is true and correct and that I am the owner of the property or otherwise authorized to act on behalf of the owner of the property.*

Signature:  Date: 04/10/19

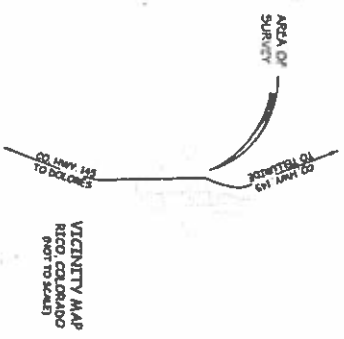
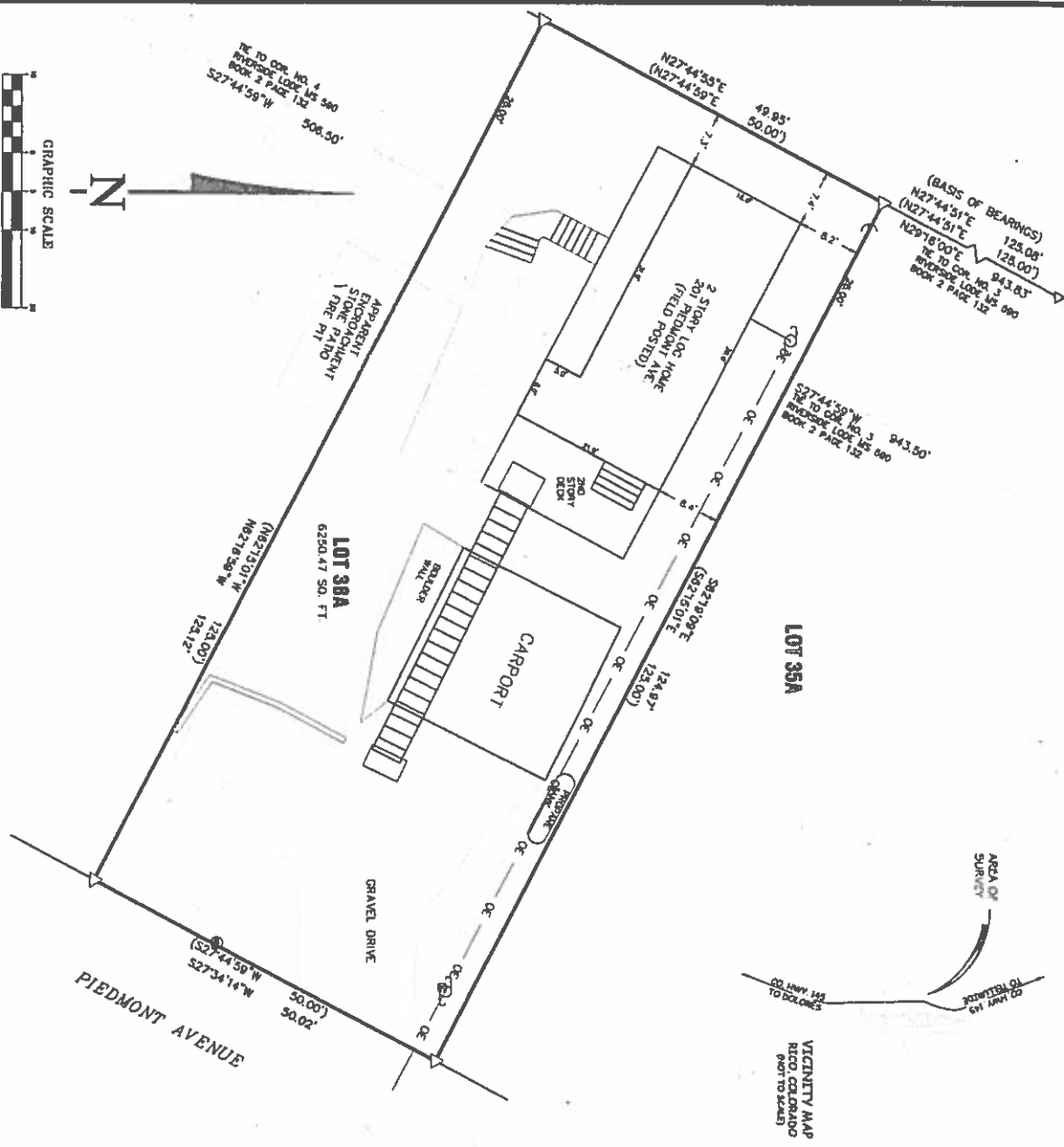
Date Application Received: 4-15-2019 Date of Hearing: May 8 & May 15  
Application Fee Received: 4-15-2019 Board of Adjustments Action: \_\_\_\_\_  
Application Complete: \_\_\_\_\_ Approval Subject to Conditions: \_\_\_\_\_  
Mailing Notice Complete: \_\_\_\_\_ Application Reviewed by: \_\_\_\_\_

Applicant required Title Certificate from title company or attorney opinion letter listing name of property owner(s), liens, judgments, etc. affecting title to property.

☐ Yes ☒ No



# IMPROVEMENT SURVEY PLAT LOT 38A, BLOCK A, PIEDMONT ADDITION, TOWN OF RICO, COLORADO



- LEGEND**
- △ FOUND AS BEAR WITH 1/2" ALUMINUM CAP IS 8725
  - ⊕ SATELLITE DISH
  - ⊕ WOOD POWER POLE
  - ⊕ TELEPHONE FIBERGLASS
  - ⊕ PROPANE TANK
  - ⊕ WATER METER
  - ⊕ GRAVEL DRIVE / WALKWAY
  - ⊕ ROCK WALL
  - ⊕ OVERHEAD ELECTRIC

**NOTICE:**

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

- NOTES:**
1. According to Flood Insurance Rate Map 08004-A dated August 5, 1984, the parcel lies within Flood Zone "C" (Areas of Minimal Flooding).
  2. Easement (except) from Colorado Land Title Company, LLC, acting agent for White-Cap Land Title Insurance Company, Order No. D021 (D1034-2) (Amended), Effective Date October 10, 2010 at 5:00 p.m.
  3. Unsubscribed U.S. Survey Feet

**PROPERTY DESCRIPTION:**

Lot 38A, Block of Lot 38 and 39, Block A, Piedmont Addition, Town of Rico, according to the plat thereof filed for record April 27, 2004 at Book 2 of Page 132, State of Colorado, County of Dolores.

**BASES OF BEARINGS:**

The Basis of Bearings for this Improvement Survey Plat was derived from the northwest line of the Block A, according to the plat thereof filed for record April 27, 2004 at Book 2 of Page 132, State of Colorado, County of Dolores, and from the information therein is true and accurate to the best of my belief and knowledge. I also certify that the monument on the ground was laid out as required by Articles 50 and 51 of the S.C. C.L.S.

**MINUTON CERTIFICATE:**

I, Christopher E. Kennedy, of San Juan Surveying, being a Licensed and Registered Land Surveyor in the State of Colorado, do hereby certify that this Improvement Survey Plat prepared for Lot 38A, Piedmont Addition, was performed under my direct responsibility, supervision, and checking, and that the information therein is true and accurate to the best of my belief and knowledge. I also certify that the monument on the ground was laid out as required by Articles 50 and 51 of the S.C. C.L.S.

*Christopher E. Kennedy*  
 Christopher E. Kennedy, P.L.S. 34577  
 07/22/2014



**SAN JUAN SURVEYING**  
 SURVEYING • PLANNING  
 310 SOCIETY DRIVE, TELLURIDE, CO. 81435  
 (970) 728-1128 (970) 728-8201 fax  
 office@sanjuansurveying.com

| DATE       | BY  | REVISION |
|------------|-----|----------|
| 07/22/2014 | CEK | 1        |
| 07/22/2014 | CEK | 2        |
| 07/22/2014 | CEK | 3        |
| 07/22/2014 | CEK | 4        |
| 07/22/2014 | CEK | 5        |
| 07/22/2014 | CEK | 6        |
| 07/22/2014 | CEK | 7        |
| 07/22/2014 | CEK | 8        |
| 07/22/2014 | CEK | 9        |
| 07/22/2014 | CEK | 10       |

DOLORES COUNTY

TAXES DUE  
Thru Tax Year 2018

Printed 04/08/2019

TAX DISTRICT 102

SCHEDULE NUMBER

504726401021 R

PAGE 633

Legal Description of Property:

EXCEPTIONS:

RICO LOT 38A BLK A PIEDMONT ADD 26-40-11  
B-2 P-132(REPLAT) B-66 P- 431 B-116 P-414 B-137 P-342 2018 TAX AMT 852.66  
B-193 P-342 B-233 P-496,497 B-238 P-313 B-264 P-428(WD) 2018 TAX PD 426.33-  
B-264 P-450,451(WD) B-303 P-339(QC) B-333 P-297(WTR)  
B-395 P-1(WD) 168236(WD)

|  |          |      |          |                 |          |
|--|----------|------|----------|-----------------|----------|
| 2018 Taxes                                   | \$852.66 | Paid | \$426.33 | Taxes Due       | \$426.33 |
| 2018 Other                                   | .00      | Paid | .00      | Other Due       | .00      |
|  |          |      |          | Other Years Due | .00      |
|  |          |      |          | Interest Due    | .00      |
|  |          |      |          | Cert Amts Due   | \$.00    |
| TOTAL IS CORRECT ONLY IF PAID BY: 06/15/2019 |          |      |          | Total Now Due   | \$426.33 |

Assessed Owner:

GASS ELIZA

P.O. BOX 4

RICO CO 81332

## AFFIDAVIT OF MAILING PUBLIC NOTICE LETTER

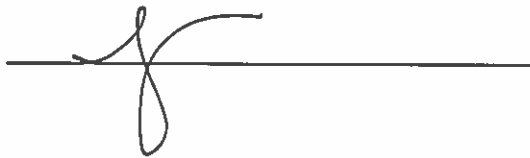
Town of Rico  
Town of Rico  
P.O. Box  
Rico, Colorado, 81332

Re: Certification and Affidavit of Mailing Public Notice Letter for 201 N. Piedmont  
Lot 38A, Block A according to Replat of Lots 38 and 39, Town of Rico.

I hereby declare that I, E. Gass, mailed a copy of the Town approved, enclosed public letter via U.S. First Class Mail, postage prepaid thereon on 04/10/19 to the attached list of property owners. The public notice letter was prepared and mailed in accordance with the public noticing requirements of the Rico Land Use Code. The public notice letter was placed in the mail on 04/10/19, which was 20 days prior to the public hearing(s) to be held on May 8<sup>th</sup> and 15<sup>th</sup> 2019. The list of property owners includes all lot and condominium property owners located within 200 feet of the boundary of the existing or proposed lot(s). The adjacent property owner list was compiled from the Dolores County GIS website or Assessors Office.

Attached is the copy of the noticing letter, list of all property owners noticed, including their lot number and mailing address, a copy of the vicinity map mailed with the noticing letter, and a map showing all lots that were included within the 200 foot noticing area.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.

A handwritten signature in black ink, consisting of a stylized 'E' or 'G' shape, is written over a horizontal line.

## **NOTICE OF PENDING MINOR SUBDIVISION APPLICATION**

Date: 04/10/19

RE: Public Hearing on Re-Zoning Application

Dear Property Owner,

You are receiving this public notice as required by the Town of Rico Land Use Code because you own property within 200 feet of a proposed minor subdivision.

**Name of Applicant:** Eliza Gass

**Type of Development Application(s):** Short Term (Vacation) Rental

**Legal Description:** The owner of the property described below will be providing short-term (vacation) rentals to guests during some days of the months. The property will remain as the applicant/owner's primary residence and only one room will be rented per night.

**Address:** Rico, Colorado

**Lot or Site size:** 38A; 6250.47 Sq. Ft.

**Review Authority:** Rico Planning Commission

**Rico Planning Commission Hearing Date:** May 8<sup>th</sup>, 2019

**Location of Public Hearing:** Rico Town Hall, 2 Commercial Street, Rico Colorado, 81332

Send emailed comments addressed to the [townmanager@ricocolorado.gov](mailto:townmanager@ricocolorado.gov)

Or by surface mail to:

Kari Distefano

Town of Rico

PO Box 9

Rico Colorado, 81332

Sincerely,

Kari Distefano, Rico Town Manager

| Owner Name                      | Address                           | Town               |
|---------------------------------|-----------------------------------|--------------------|
| STACK VINCENT J. & HUDELSON,    | 7650 MEADOWLARK LANE              | SALIDA - 81201     |
| DISPOSITION PROPERTIES, LLC     | 14555 N. SCOTTSDALE ROAD, STE 330 | SCOTTSDALE - 85254 |
| STEINMANN TRUST, U/A DATED JAN  | P.O. BOX 327                      | WRIGHTWOOD - 92397 |
| BUBOLO DEAN & AMBER MCOMBER(JT) | 102 REDTAIL ROAD                  | TELLURIDE 81435    |
| SAN JUAN NATIONAL FOREST        | 15 BURNETTE COURT                 | DURANGO - 81301    |
| BONEWITZ ROLAND F., JR. ET AL   | 2701 CYPRESS CREEK COURT          | GRAPEVINE - 76051  |
| HETRICK CLINTON N. & KAREN L.   | 2414 TROPHY LANE                  | STILLWATER - 74074 |
| SHOWERS GARY L. & DONNA F.      | P.O. BOX 5                        | KIRTLAND - 87417   |





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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:

March 25, 2019

Town Manager  
Kerry Distefano  
PO Box  
Telluride, CO 81435

**Re: Structural Observation – Town of Rico Courthouse, Rico, CO**

Dear Kerry,

Jesse Pekkala performed a visual observation of the site conditions at the above referenced site on Thursday morning, March 21, 2019. At the time of our observation it was snowing heavily. Roof snow removal was taking place at the time of our observation, so we were able to climb a ladder on the north side to observe conditions more closely.

The observation was limited to visually accessible areas of the building at the time from inside the attic space, inside the upper floor rooms of the building, the exterior of the building and from the ladder on the north side. No structural elements or materials were tested.

**Observations:**

There has been noticeable deterioration and movement of the stone at the north side of the building. At the north elevation, where the center valley meets the stone, the brick and the sandstone coping over the parapet have bulged out significantly.



*Damaged brick and coping*





*Damaged coping*



*Damaged brick and coping*

There is evidence of fairly significant deflection in the bottom chord of the roof truss over the meeting room/dance hall at the second floor. We measured the distance from the floor to the bottom chord, and the bottom chord appears to sag approximately 6 inches. There is also evidence of water infiltration in the ceiling (staining and cracking of drywall).



*Water staining in ceiling*



*Truss bottom chord, notice the crack in the drywall finish, and the water staining in the ceiling.*

**Recommendations:**

1. Based on our field visual observations we recommend that the brick and sandstone coping be repaired immediately (*the mortar from the existing brick work must be tested - prior to this work taking place - by a certified testing company in order to provide a similar design mix for the repair*). The current condition is potentially dangerous due to the fact that bricks and/or stone may fall to the ground below. It is very likely that the condition has also created multiple pathways for moisture to enter the building. Caution tape and/or signage should be placed around the north side to keep people away from any potentially falling brick or stone from the building.
2. We recommend having a contractor clear the area in the attic around the truss over the meeting/dance hall, so that we may observe and analyze the existing truss to

**JESSE PEKKALA, P.E., LLC**

STRUCTURAL ENGINEERS

PO Box 688

Telluride, CO 81435

Tel. 970-729-1809

jesse@pekkalaeng.com

verify its existing condition and its structural capacity, as well as potentially identify the source of the water leaks in the ceiling.

3. We recommend redesigning and potentially re-roofing the building. This is based on our observations and on the information contained in the Historic Structure Assessment of the Town of Rico Courthouse by R. Michael Bell & Associates, Inc. dated February 1, 2002. According to this report, the North side of the roof had a larger structure built over it "at some point in the 1930's", which suggests that this area was problematic throughout the buildings history. This same report recommended repair to these areas back in 2002, and based on photographs, appears to have been completed. Based on the history of failures in this area we feel it is prudent to consider a redesign that will ensure future durability, function and safety.

We are happy to provide observation and design services for all of the items mentioned above. Our services would be provided on an hourly basis at the rates listed in the attached schedule. We estimate the following:

1. Brick and sandstone coping replacement observations:  
10 hours Senior Engineer time  
6 hours Project Engineer time
2. Attic truss observation, calculations & potential reinforcement detailing:  
8 hours Senior Engineer time  
8 hours Project Engineer time  
6 hours Drafting Technician time
3. Roof Redesign:  
10 hours Senior Engineer time  
8 hours Project Engineer time  
10 hours Drafting Technician time

This is only an estimate for budget purposes and may fluctuate up or down based on existing conditions and field requirements.

The work outlined in this document addresses the areas that were exposed at the time of our visual observation. This letter and associated recommendations are in no way a warranty of the existing structure.

Sincerely,

Jesse Pekkala, P.E.

As President of Jesse Pekkala, PE, LLC

May 9, 2019

Dear Board of Trustees and the Town of Rico,

I am writing concerning the hole dug on my property: 134 South Glasgow, Rico, Colorado.

In this letter I will address where I am at with building plans because the back wall of my building, along with backfill, is what will prevent the power pole from falling down.

Regarding where I am at in the building process: I am currently working with my designer to get building plans solidified. Next, I will be going through plans with my builder. Once I complete that, I will be applying for a building permit.

I cannot give you exact dates at this time as to when this will be completed, and when actual building will begin. I estimate building will start anytime in June, 2019.

I am just as concerned about the power line as anyone else. I am going as fast as I can on my end to get building plans moving along and completed.

Thank you,

Anna Mills