

AGENDA
TOWN OF RICO BOARD OF TRUSTEES
2 Commercial Street– Rico Town Hall
November 13th, 2018
7:00 p.m.

- Electronic copies of the Trustee Packet are available on the Town website at www.ricocolorado.gov. A hard copy of the Packet is also available at Town Hall for interested citizens.
- Action may be taken on any agenda item
- Notice is hereby given that a majority or quorum of the Planning Commission or Geothermal Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

CALL TO ORDER at 7:00 p.m.

ROLL CALL

APPROVAL OF THE AGENDA

- Appointment of members to the Rico Board of Trustees

APPROVAL OF MINUTES

CONSENT AGENDA

- Payment of bills
- Approval of Treasurer's Report

CITIZENS COMMUNICATION

-

CITY COUNCIL AND COMMITTEE REPORTS

- Town Clerk
- Public Works
- Water Consultant
- Parks and Rec

TOWN MANAGER'S REPORT

- REDI Grant Application
- Electric vehicle charging station update
- Rico Center Grant for larger bus
- Logo

ACTION ITEMS

- 2nd reading of an ordinance to repeal Ordinances 312 and 2002-5 and replace with Ordinance 2018-8, ordinances concerning the regulation of dogs.
- 1st reading of an ordinance to adopt the Rico Town Budget for 2019
- McCroke Ventures Indemnification Agreement and Revocable License Agreement
- Change of date for next meeting

DISCUSSION ITEMS

- Rico Land Use Code Revisions

ADJOURNMENT

DAVEY COACH

SALES INCORPORATED

Ian Faigh

Cell: (970) 261-7100
Direct: (730) 598-4510
7182 Reynolds Drive
Sedalia, CO 80135

Stock #4139

Price: \$62,595.00

(Includes All Rebates, D&H Fee and Delivery)

Available Approx 10/31/18

IanF@daveycoach.com

Chassis Specifications:

Year: 2017
Make: Ford E-450
Engine: 6.8L Triton V-10 Gas
Transmission: Automatic 6-Speed
Fuel Tank: 55 Gallon
Capacity: 21+2WC or 23+1 WC
GVWR: 14,500 LBS
Wheelbase: 206"
Mileage: Approx 38,000

3Yr/36K Mile – Turtle Top Body Warranty

3Yr/36K Mile – Ford Chassis Warranty

5Yr/60K Mile – Ford Powertrain Warranty



Body Specifications:

Terra Transit by Turtle Top

- **Upgraded Heavy Duty Front Coil Springs**
- **Electric In-Cab Entrance Door**
- **Black RCA Rubber Flooring w/Ribbed Aisle**
- **OEM AM/FM/CD/MP3 System, PA System, 6 Speakers**
- **ACC 70K BTU Rear A/C System**
- **65k Rear Floor Mounted Heater**
- **ADA Compliance Package**
- **Braun Century Series W/C Lift, 800# Lift Capacity**
- **Upgraded Q-Straint Slide & Click W/C Securements**
- **Mid Back Seats, Aisle Grab Rails, Seat Belts**
- **Double Foldaway Seat Over Rear W/C Position**
- **Level 1 Oxen Gray Vinyl, Flip Up Aisle Side Armrests**
- **DOT Safety Emergency Equipment Package**

Optional Equipment:

- +\$3500.00 – On-Spot Automatic Tire Chains**
- +\$3700.00 – Rear Mount Aluminum Ski Rack**
- +\$1000.00 – Basic 4 Side Graphics Package**
- +\$450.00 – Additional Rear Mount 4 Bike Rack**
- +\$1400.00 – Snow/Ice Tires – Set of 6**



Discover

riCco



TOWN OF RICO
ORDINANCE 2018-08

AN ORDINANCE ENACTING REGULATIONS FOR THE CONTROL AND LICENSING OF DOGS IN THE TOWN OF RICO, AND IMPOSING FINES OF UP \$1,000 AND 90 DAYS IN JAIL FOR EACH VIOLATION OF THIS ORDINANCE AND REPEALING ORDINANCES 312 AND 2002-5

WHEREAS, the Board of Trustees have received complaints regarding nuisance dogs;

WHEREAS, the Board of Trustees of the Town of Rico, State of Colorado, has determined that vicious dogs and dogs at large are public nuisance and a threat to the safety of the Rico community and that the regulation of dogs in the Town of Rico will promote and protect the health, safety, and general welfare of the Rico community; and,

WHEREAS, the Board of Trustees held a public hearing on the 20th day of February, 1996, and the 13th day of March, 1996, and considered all public comments given at such public hearing, prior to the adoption of this Ordinance No. 312;

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO, STATE OF COLORADO, the following:

SECTION 1. ORDINANCES REPEALED

Ordinance No. 312 repealed

Ordinance No. 312 “AN ORDINANCE ENACTING REGULATIONS FOR THE CONTROL AND LICENSING OF DOGS IN THE TOWN OF RICO, AND IMPOSING FINES OF UP \$1,000 AND 90 DAYS IN JAIL FOR EACH VIOLATION OF THIS ORDINANCE AND REPEALING ORDINANCE NO. 279

Ordinance No. 2002-5 repealed

Ordinance No. 2002-5 “AMENDING ORDINANCE NO. 312 CONCERNING THE REGULATION OF DOGS

SECTION 2. RICO DOG REGULATIONS

The regulations in this Ordinance, and in any subsequent amendments to this Ordinance, shall regulate the control and licensing of dogs within the Town of Rico and shall be referred to as the "Rico Dog Regulations".

SECTION 3. DEFINITIONS

Animal. Both domestic and wild, mammals and fowl.

Barking Dog. An unprovoked dog that makes noises emanating from his throat thereby unreasonably disturbing persons residing anywhere in the Town of Rico.

Command Leash. A dog that is within the sight of the owner and the dog is under the dear voice control of the owner.

Dog. Any animal of the canine species regardless of sex.

Dog at Large. A dog that is not on the property of the Owner and is not connected to the Owner by leash or voice command.

Enforcing Officer. Person, or persons, designated by the Town of Rico as the official agent or agency responsible for enforcing these regulations.

Kennel. The owning, keeping, or harboring of four (4) or more dogs on any property, defined as a residential unit, a single family residential property, or a commercial premises is deemed to be a Kennel.

Nuisance Dog. A barking dog, stray dog, trashing dog or vicious dog.

Owner. Any person or persons owning, keeping, harboring or responsible for a dog.

Provoked. A dog which barks at, bites or attacks a person or animal who is trespassing upon, breaking into or otherwise destroying or defacing its owner's property or who is assaulting or battery its owner.

Service Animal. Any animal defined by Title II and Title II of the Americans with Disabilities Act as an animal that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals must be trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.

Stray Dog. Any dog which is reasonably determined to have no owner.

Trashing Dog. A dog that goes upon any sidewalk, street, alley or private lands or premises without the permission of the owner of such premises or sidewalk, street or alley and breaks, tears up, crushes or injures any lawn, flower bed, plant, tree or garden or other public or private whatsoever, or defecates thereon.

Vicious Dog. A dog that is not provoked and that bites, attacks or harms human beings or other animals either on private or public property or which in a vicious or terrorizing manner approaches any human being or animal in an apparent attitude of attack while on either private or public property.

SECTION 4. VIOLATIONS

Any owner of a dog(s), nuisance dog(s), stray dog(s), trashing dog(s), vicious dog(s), dog(s) at large, dog(s) without current rabies vaccinations as evidenced by a state licensed veterinarian, dog(s) without a collar and current Rico dog license or use of a property in the Town of Rico as a kennel are each deemed to be a violation of the Dog Regulations. The requirement for obtaining a license for any dog(s) and for demonstrating proof of rabies vaccination for any dog(s) shall not apply to dog(s) less than seven (7) months old.

SECTION 5. PENALTIES

- A. Penalty. Each violation of this Ordinance is punishable by a minimum fine of \$100.00 and a maximum fine of \$1,000.00 and an order of banishment in the case of vicious dogs, at the discretion of the prosecuting attorney. Any violation of the Rico Dog Regulations, which involves a bodily injury to a person shall be a class 2 misdemeanor, and any violation shall be punished as provided in Section 18-1-106, C.R.S. 1973, for each separate offence.
- B. Election and Effect. Any person charged with violation relating to dogs under this Chapter may, instead of proceeding to defend against the prosecution, elect to pay a penalty assessment according to the schedule set out in paragraph C. of this SECTION 5. The payment of the penalty assessment is complete satisfaction for the alleged violation, except violations involving injury to person or animals by a vicious dog, if it is paid together with all pickup and impoundment fees, which resulted from the alleged violation, not more than seven (7) days after service of the summons of the alleged violation. Payment shall be made to the Town Clerk who shall issue a receipt therefor. If a person elects to pay the penalty assessment, the payment constitutes acknowledgment of guilt and is a “conviction” for the purposes of SECTION 5.C.
- C. Schedule of Penalty Assessments. For each separate offence the penalty for any person convicted of violating the Rico Dog Regulations shall be:
1. First Conviction \$100.00
 2. Second Conviction \$200.00
 3. Third Conviction \$350.00
 4. Fourth Conviction \$500.00
 5. Fifth Conviction \$1000.00 and or/ imprisonment for not more than ninety days (90) days.

Under the terms of this section, a jail sentence is not mandatory. Any violation of this Ordinance, which does not involve bodily injury to a human being, be a class 2 petty offense. A monetary penalty is mandatory in all cases. Multiple offences shall be defined as more than one offense with a 24-month period by either the same dog or the same owner.

SECTION 6. DOGS DESTROYED

A vicious dog may be destroyed by the enforcing officer of the Town of Rico eight days after notification of the dog owner or the completion of reasonable efforts to notify the owner, including posting a notice and a description of the impounded dog at the Rico Post Office or if it is caught in the act of attacking a person in an aggressive manner.

SECTION 7. PICKING UP OF DOGS

If the enforcing officer believes that a dog is a nuisance dog he or she may pick it up anywhere he finds it. If the enforcing officer believes that a dog is a vicious dog and that he

cannot pick the dog up without suffering probable injury he or she may destroy the dog. If possible, the enforcing officer shall notify the owner that he or she has either picked up the dog or destroyed the dog.

SECTION 8. BANISHMENT

Upon conviction the court shall order that the owner evidence immediate ability to control the nuisance dog or require the nuisance dog to be immediately removed from the Town of Rico. Failure to comply with an order of the Court shall be a violation of the Rico Dog Regulations.

SECTION 9. NON-APPLICABILITY

The Rico Dog Regulations shall not apply to dogs if the dog is assisting law enforcement officers.

SECTION 10. DISPOSITION OF FINES AND FORFEITURES

All fines and forfeitures for violations of the Rico Dog Regulations shall be paid directly into the general fund of the Town of Rico.

SECTION 11. COLLAR AND TAG

A. Owners of dogs that are a resident or property owner in the Town of Rico shall pay the annual license fee for each dog. For the purposes of this Ordinance an owner of a dog shall be deemed to be a resident if the owner or owner's dog(s) reside in the Town of Rico for thirty days in a calendar year. Dog(s) shall wear a tag supplied by the Town of Rico attached to a collar that is worn by such dog(s). Proof of annual vaccination is a condition of licensing a dog. The Town of Rico shall issue to the owner a receipt for the payment and a tag for each dog licensed.

B. The Annual Licensing Fees are as follows:

	Neutered	Not Neutered
First dog per residence	\$10.00	\$30.00
Second dog per residence	\$20.00	\$60.00
Third dog and subsequent dogs per residence	\$90.00	\$90.00

C. The following dogs are exempt from the licensing fees, but must be licensed:

1. Dogs used to assist law enforcement officers;
2. Dogs used to assist the physically handicapped and;
3. Dogs owned by people over 60
4. Service Dogs as defined in Section

D. The owner shall supply all required information at the time of applying for a dog license.

SECTION 12. ENFORCEMENT

It is the duty of the enforcing officer to enforce the Rico Dog Regulations when a citizen has signed a complaint against the owner of the offending dog. This section shall not be construed to prevent the enforcing officer from enforcing the Rico Dog Regulations if a citizen has not signed a complaint against the owner of the offending dog. A written complaint shall be kept at the office of the Town Clerk. The enforcement officer shall mail all anonymous or unsigned complaints to the Owner. The enforcement officer shall keep a file of all written complaints.

No dog will be impounded by the enforcing officer unless a dog has bitten a human, in which case the dog may be confined at a kennel for ten (10) days and/or inspected by a veterinarian, at the expense of the owner.

SECTION 13. PROSECUTING ATTORNEY

The Rico Town Attorney or the District Attorney shall prosecute all actions required under the Rico Dog Regulations. Any person found guilty of violating the Rico Dog Regulations shall pay all costs incurred by the Town of Rico or the District Attorney in prosecuting the case and all other costs assessed by the Court.

SECTION 14. SEVERABILITY

If any provision of this Ordinance or portion thereof is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provision, which can be given effect without the invalid portion.

SECTION 15. SAFETY CLAUSE

The adoption of this ordinance is necessary for the immediate protection of the public health, peace safety and welfare because vicious dogs, trashing dogs, and dogs at large is recognized as an existing hazard and threat to the health, safety and welfare of the Rico community.

SECTION 16. KENNELS

Kennels are not permitted as a use by right anywhere in the Town of Rico and can only be approved through a Special Use Permit process or zoning amendment process. A kennel use of a property is recognized to have significant impacts on surrounding properties and may not be compatible with adjacent land uses anywhere within the Town of Rico, as it exists as of the date of this Ordinance. Appropriate areas for Kennel uses may be annexed into the Town of Rico in the future. Dog owners or properties that meet the definition of kennel as of the date of this Ordinance are deemed to be grandfathered and shall be permitted to continue to keep such individual dogs that exist as of the date of this Ordinance provided that no new or additional dogs are kept, harbored or owned on such property without complying with this Ordinance; and further provided that in the event such grandfathered kennel owners or properties keep, harbor or own a new or additional dog without coming into compliance with the Dog Regulations than such grandfathered status shall be immediately revoked.

SECTION 17. EFFECTIVE DATE

This Ordinance shall be effective immediately upon final adoption.

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED
on first reading by Town of Rico Board of Trustees this 15th day of October, 2018.

READ, APPROVED AND ADOPTED BY FINAL READING by Town of Rico Board of
Trustees this 21st day of November, 2018

Zachary McManus, Mayor

Attest:

Linda Yellowman, Town Clerk

TOWN OF RICO ORDINANCE NO. 2018-09
ADOPTING THE YEAR 2017 TOWN BUDGET; APPROPRIATING SUMS OF MONEY;
AND SETTING AND CERTIFYING TOWN MILL LEVIES

WHEREAS, the Board of Trustees designated Kari Distefano, Rico Town Manager to prepare and submit a proposed budget to the Governing Body; and

WHEREAS, a public hearing was conducted on the 15th day of October, the 13th day of November and the 12th day of December 2019 in accordance with the law;

WHEREAS, the Rico Town Board finds that the adoption of the budget is essential to the provision of basic and necessary services and finds that this ordinance is necessary for the preservation of the health, safety and general welfare of the Rico community; and,

WHEREAS, the Town of Rico has reviewed and considered the Final 2019 Budget in accordance with the Local Government Budget Law on the 12th day of December, 2019; and,

WHEREAS, the proposed budget has made provisions therein for revenues in an amount equal to or greater than the total proposed described below; and,

WHEREAS, the 2018 valuation for the Town of Rico as certified by the County Assessor is \$5,402,499 and,

NOW, THEREFORE, be it resolved by the Board of Trustees, that the Final 2019 Budget for the Town of Rico is hereby adopted and approved as follows:

Section 1, BUDGETED REVENUES AND EXPENDITURES

The following sums are hereby appropriated for the revenue of each fund, for the purposes stated. The budgeted revenues and expenditures for each fund are as follows:

Section 2. ADOPTION OF BUDGET

The Budget as submitted, amended, and hereinabove summarized by fund hereby is approved and adopted as the Final Budget of the Town of Rico for the year 2019. The Budget shall be signed by the Mayor and made part of the public records of the Town.

Section 3. CERTIFICATION OF MILL LEVIES

That for the purpose of meeting all general operating expenses of the Town of Rico during the 2019 budget year there is hereby levied a tax of 13.020 mills upon each dollar of the total valuation for the assessment of all taxable property within the Town for the year 2019.

That for the purpose of meeting all Street Fund expenses of the Town of Rico during the 2019 budget year there is hereby levied a tax of 1.785 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for year 2019.

That for the purpose of meeting all Sewer Fund expenses of the Town of Rico during the 2019 budget year, there is hereby levied a tax of 3.939 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for year 2019.

Section 4. EFFECTIVE DATE

This Ordinance shall take effect immediately upon final adoption.

BUDGET DOCUMENT WAS PRESENTED ON THE 15TH DAY OF OCTOBER 2018. THIS ORDINANCE WAS INTRODUCED, READ, APPROVED AND ADOPTED ON THE 13TH DAY OF NOVEMBER 2017 AND CONSIDERED FOR A SECOND READING ON THE 12TH DAY OF DECEMBER.

ORDINANCE READ, APPROVED AND ADOPTED ON FINAL READING THIS 12th DAY OF DECEMBER, 2018

By: _____
Rico Mayor

Attest: _____
Rico Town Clerk

Town of Rico 2019 Budget

2018 and 2019 Budget Summary

Revenues			
	2018 Adopted Budget	2018 Budget Estimate	2019 Proposed Budget
General Fund	\$365,521.42	\$324,329.11	\$466,036.69
Street Fund	\$47,190.00	\$48,113.01	\$41,993.46
Water Fund	\$186,200.00	\$144,813.71	\$544,150.00
Sewer Fund	\$96,587.19	\$38,598.36	\$22,505.44
Parks, Open Space & Trails	\$71,031.33	\$48,239.32	\$34,150.00
Conservation Trust Fund	\$2,000.00	\$1,361.52	\$1,000.00
Expenditures			
General Fund	\$404,125.93	\$339,401.81	\$471,036.69
Street Fund	\$122,991.77	\$69,567.55	\$95,078.69
Water Fund	\$258,920.26	\$136,405.87	\$639,909.56
Sewer Fund	\$151,500.00	\$37,585.99	\$3,500.00
Parks, Open Space & Trails	\$80,009.50	\$44,370.93	\$50,984.30
Conservation Trust Fund	\$5,000.00	\$3,303	\$5,000.00

Revenues vs. Expenditures

	2018 Adopted Budget	2018 Budget Estimate	2019 Proposed Budget
General Fund	-\$38,604.51	-\$15,072.70	-\$124,911.49
Street Fund	-\$75,801.77	-\$21,454.54	-\$25,085.23
Water Fund	-\$72,720.26	\$8,407.85	-\$95,759.56
Sewer Fund	-\$54,912.81	\$1,012.37	\$19,005.44
Parks, Open Space & Trails	-\$8978.17	\$3868.39	-\$16,834.30
Conservation Trust Fund	-\$3,000.00	-\$1941.48	-\$4000.00

Reserves

<i>Fund</i>	<i>From 2017 Audit</i>	<i>Projected 2018 end of year Balance</i>	<i>Projected 2019 end of year Balance</i>
General Fund	\$906,006	\$890,933.30	\$766,021.81
Street Fund	\$122,288	\$100,833.46	\$75,748.23
Water Fund	\$456,643	\$465,050.85	\$369,291.29
Sewer Fund	\$202,332	\$224,107.37	\$243,112.81
Parks, Open Space & Trails	\$89,898	\$93,766.39	\$76,932.09
Conservation Trust Fund	\$31,858	\$29,916.52	\$25,916.52

General Fund Notes

- ❑ Per the 2016 Budget Financial Policies, the general fund should maintain a carry-over reserve balance of six months of basic operations for periods of revenue downturns.
- ❑ The August 2018 assessed valuation for the Town of Rico is \$5,402,499
- ❑ There is a levy of 13.020 mills upon each dollar of total valuation for assessment of taxable property in the Town of Rico that goes to the General Fund.
- ❑ There is a levy of 1.785 mills upon each dollar of total valuation for assessment of taxable property in the Town of Rico that goes to the Street Fund.
- ❑ There is a levy of 3.939 mills upon each dollar of total valuation for assessment of taxable property in the Town of Rico that goes to the Sewer Fund.
- ❑ The General Fund receives 80% of the total revenue collected from the Town of Rico sales tax, which is 5%. The Parks, Open Space and Trails Fund gets 10% and the Street Fund gets 10%.
- ❑ Payroll allocations for 2018 include the following: Town Manager – General Fund 85%, Water Fund 15%; Town Clerk – General Fund 50%, Water 50%; Full Time Maintenance position – Water Fund 60%, Street Fund 40%; Part Time Maintenance position – Water Fund 50%, Street Fund 50%; Water Technician – Water Fund 100%; Town Marshall – General Fund 100%; POST Administrator – POST Fund 100%; POST groomer and ice rick maintenance positions – POST Fund 100%.
- ❑ Contract Labor allocations for 2018 include the following: Municipal Court Judge – General Fund 100%; Town Prosecutor - General Fund 100%; Attorney - General Fund 90%, Water Fund 10%; Town Planner – General Fund 100%; Grant Writer – General Fund 100%; Auditor - – General Fund 100%; Accounting Services – General Fund 100%. The building inspector gets paid directly from building permit fees.
- ❑ Employer Payroll taxes for 2018 are estimated at 9.56%, employee PERA contribution for full time employees is 13.7%.

General Fund Notes

- ❑ The expected \$53,541.98 shortfall in the 2017 General Fund Budget is due to a reduction of property tax revenue that is the result of the Gallagher Amendment which will lower residential property taxes to 7.2% representing a 6.11% reduction in income from property taxes. Sales tax revenues are also lower than anticipated. This is likely due to the forest closure during the forest fires.

- ❑ While we do not expect either sales tax revenue or property tax revenues to fall, they are expected to be flat in 2019. Employee health care is expected to increase again.

Street Fund Notes

- ❑ We are continuing the lease agreement with John Deere for a loader. We hope that there will be a heavier snow year this year. As a result, we anticipate higher labor costs for snow removal this coming winter.

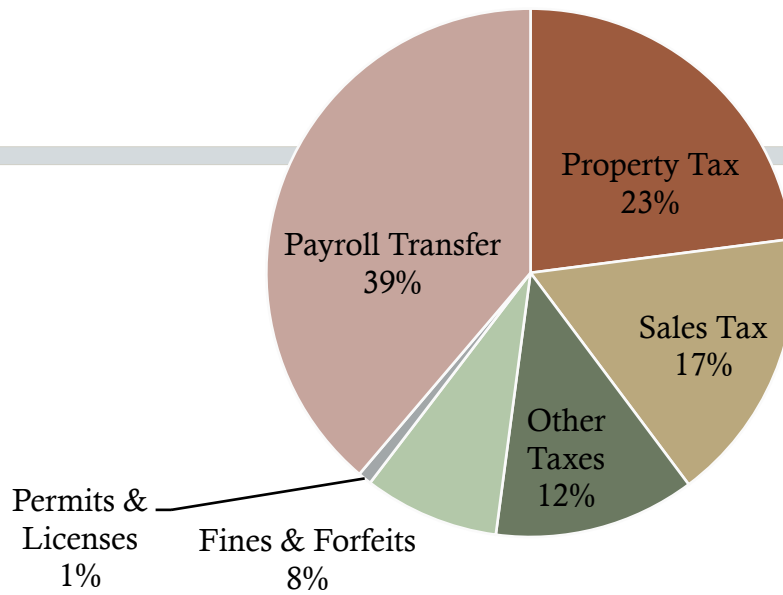
Water Fund Notes

- ❑ We have received the preliminary engineering report from SGM with recommendations for upgrades to our water system. While replacing the water treatment plant in order to reactivate the Silver Creek system will likely have to wait, there are a number of other upgrades that we can and should tackle immediately. The water tanks are in need of repairs and repainting. The expected cost of this work is \$130,000. We would like to proceed with a supervisory control and data acquisition (SCADA) system. This would allow Dennis to monitor the tanks and the well from a computer system rather than making a trip to the well house and tanks every day. This would save wear and tear on his vehicle as well as making that process more efficient. We would like to try to do this work prior to the onset of winter. This system is expected to cost \$60,000. We would also like to replace the existing water meters with indoor meters that can be read remotely. This would not only save labor, but it would allow us to do real-time water use monitoring. This project is expected to cost \$320,000. I will be looking for grant money from both the Colorado State Revolving fund and the Department of Local Affairs to help fund these projects but any grant we get would likely require a match. I have included that match in the budget. While this work would necessitate dipping into our reserves, I believe that it is necessary. Repairs on the tanks have been neglected for many years. Our meters are so old it is difficult to find parts for them. I would like to address this situation before it becomes a crisis.

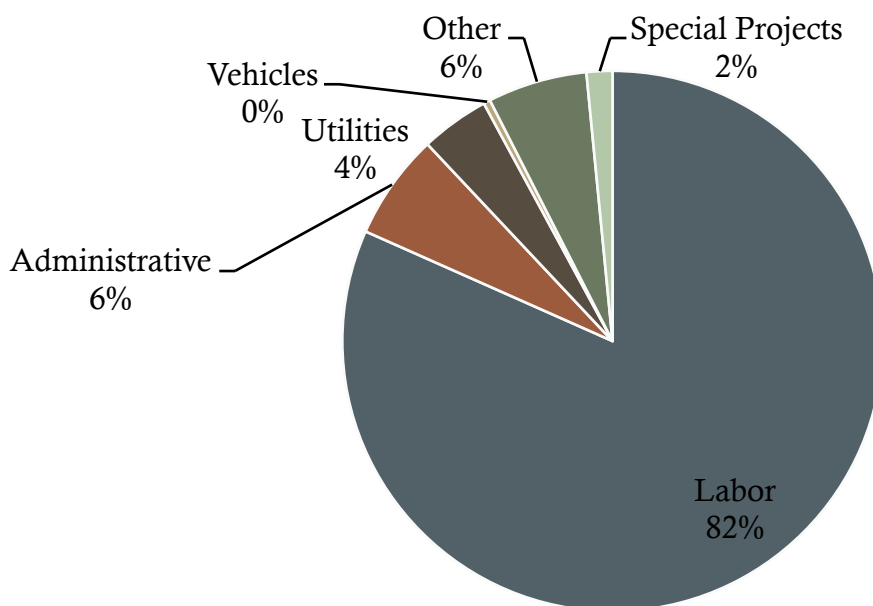
Parks, Open Space and Trail (POST) Fund Notes

- ❑ In addition to the usual POST activities, which include Nordic grooming, installing and maintaining the ice skating rink and caring for the volleyball court and park area, we have added some funding to pursue an easement agreement with Mike Popeck who bought the property just south of Rico that includes the old Rio Grande Southern Railway right-of-way. Ultimately we would like to connect the trail that exists in town to USFS property south of his property and the property owned by Lynn Markey. An easement agreement over Popeck's property would be the first step in making this trail connection.

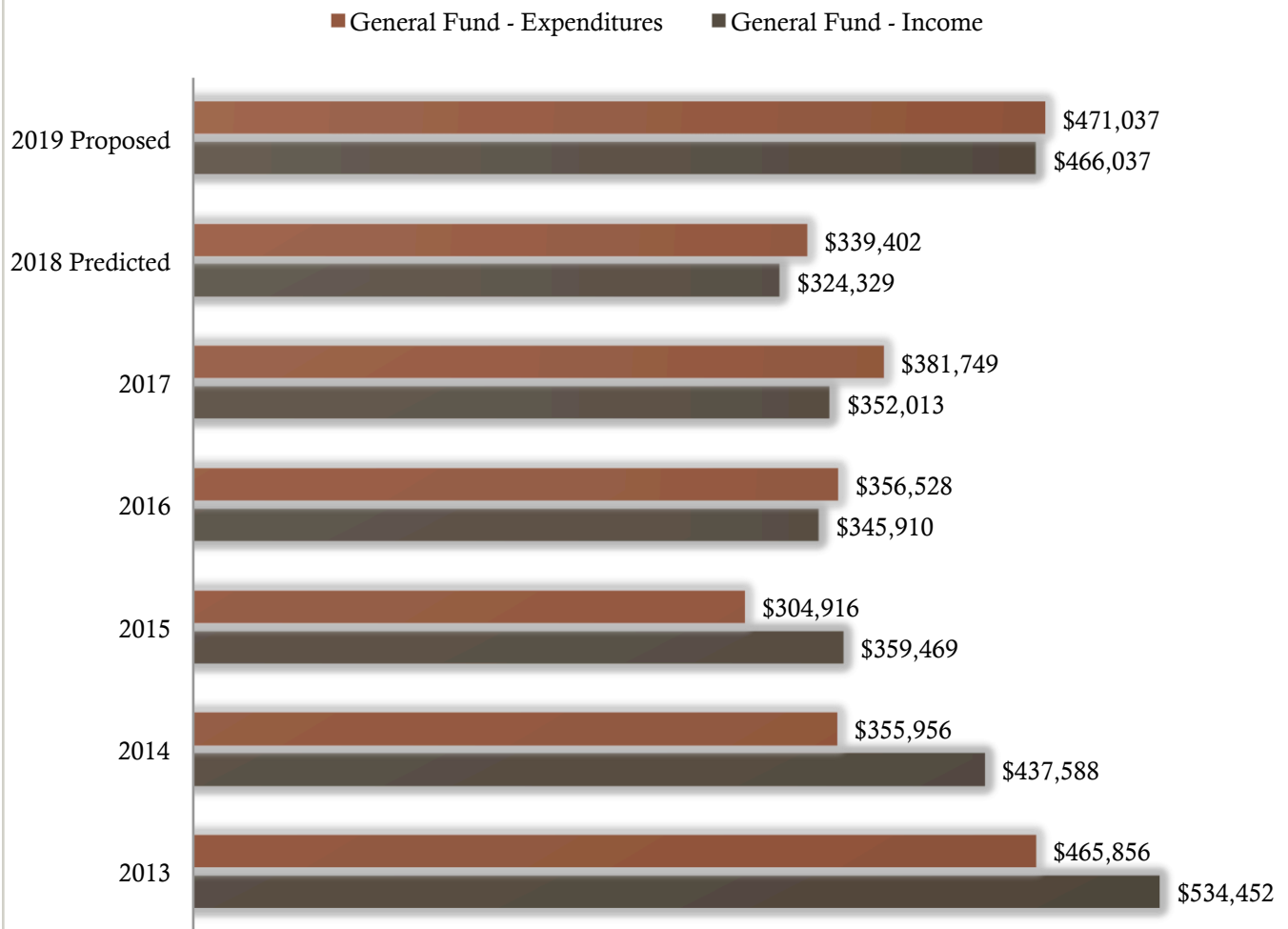
General Fund – Where the money comes from



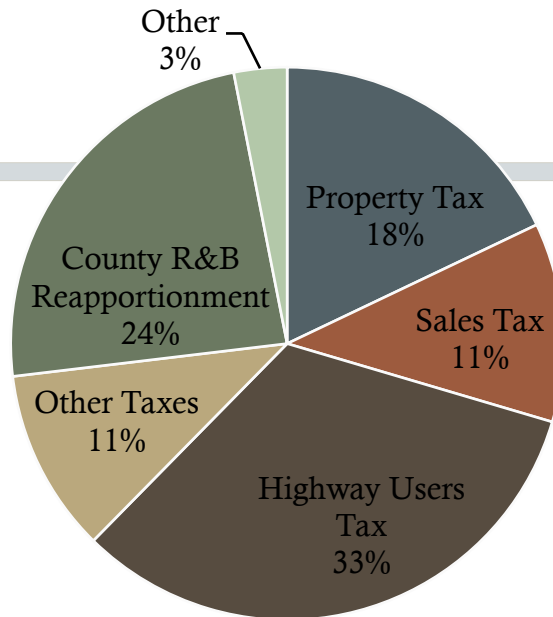
General Fund – Where the money goes



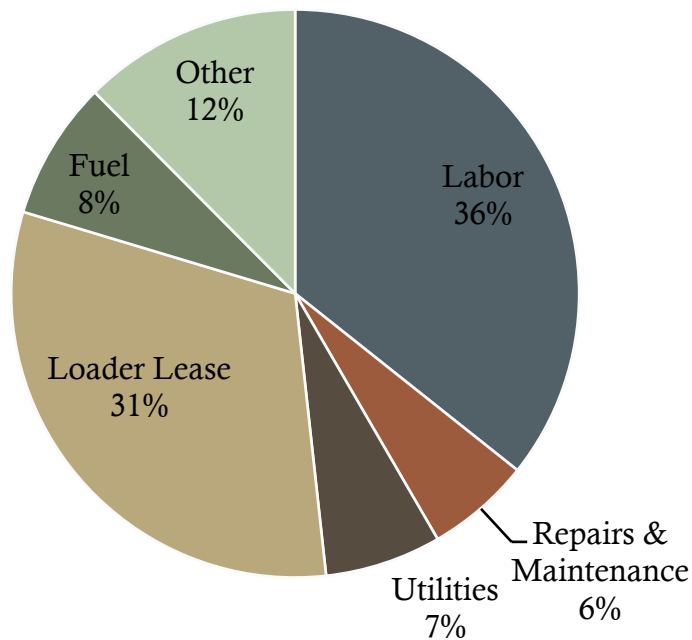
Prior Year's Comparison



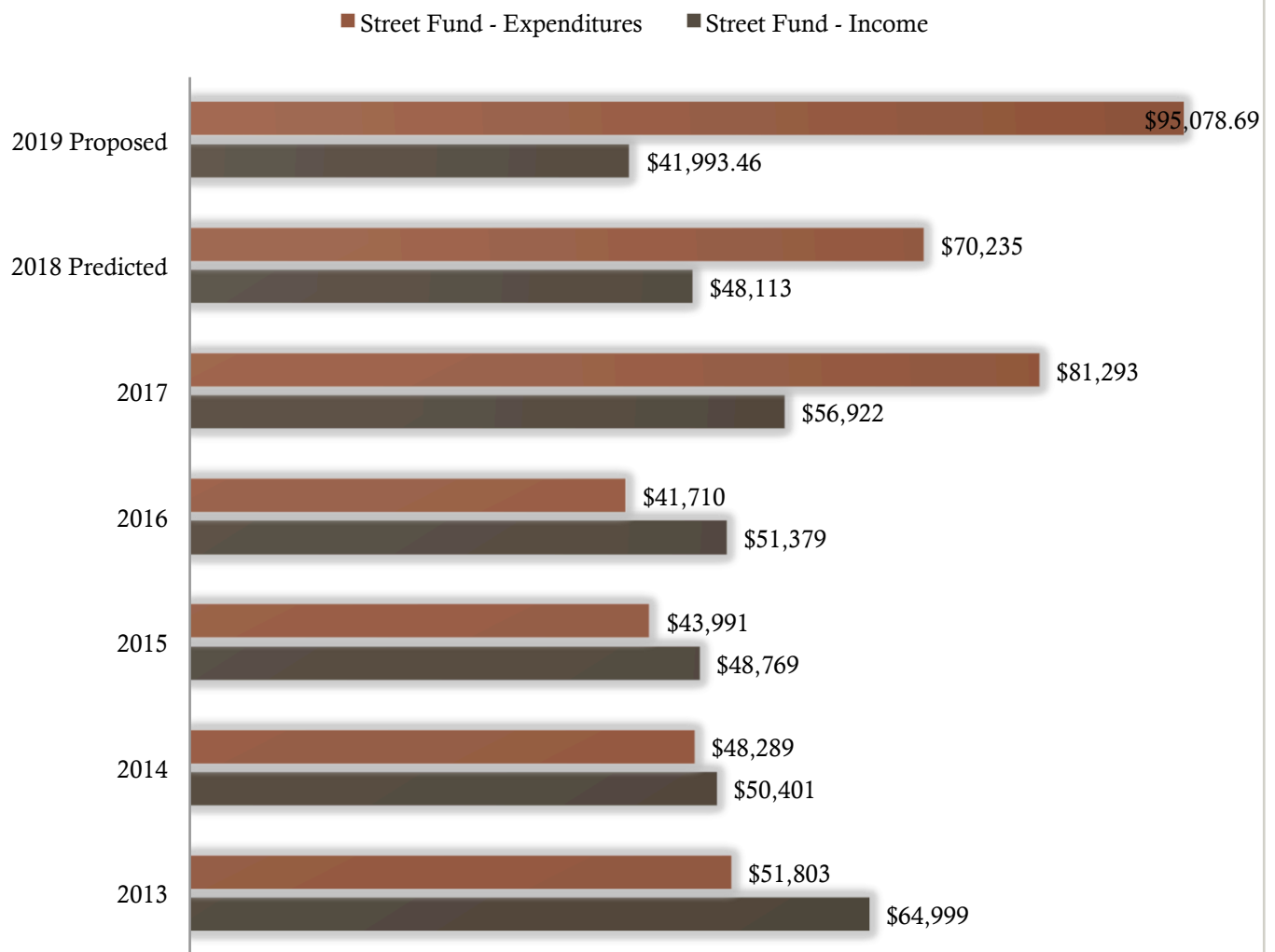
Street Fund – Where the money comes from



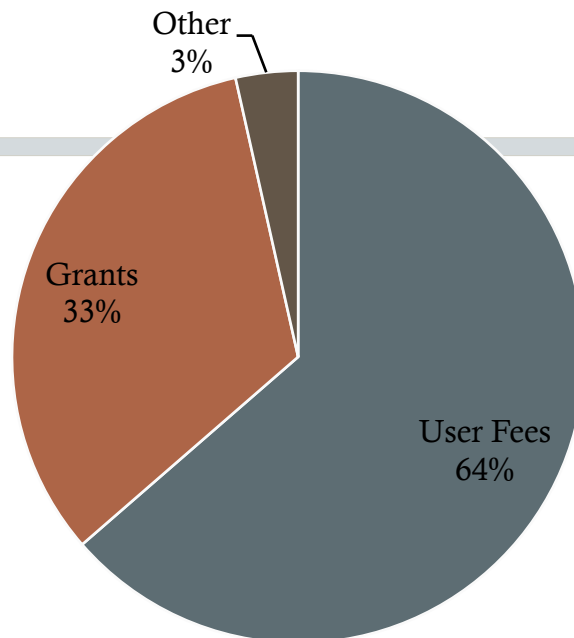
Street Fund – Where the money goes



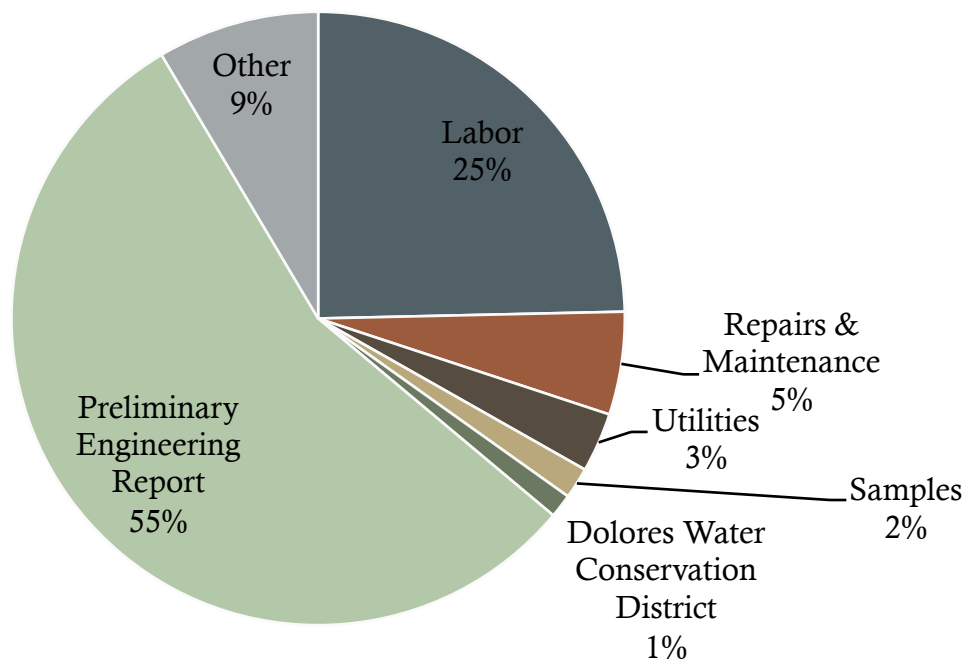
Prior Year's Comparison



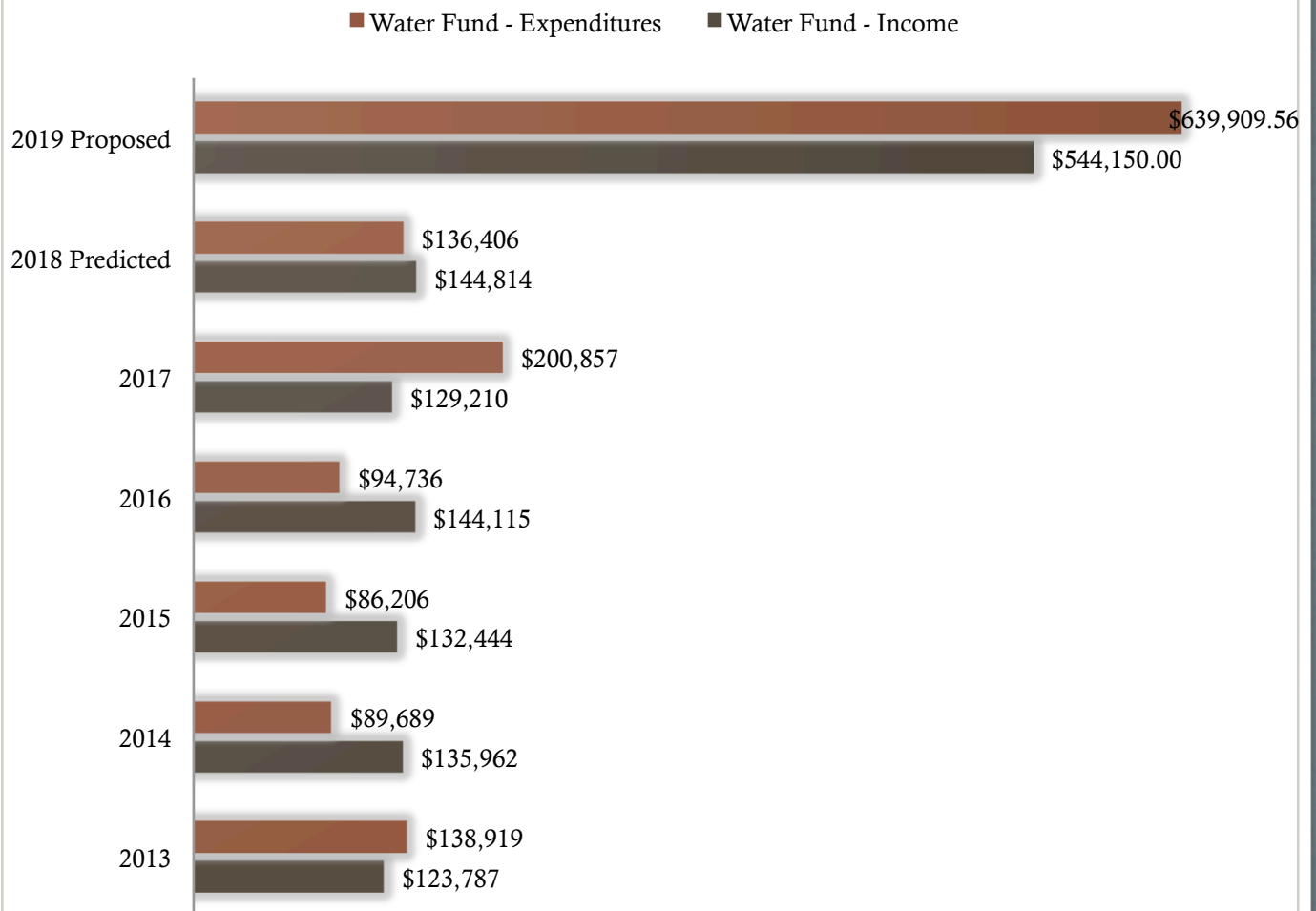
Water Fund – Where the money comes from



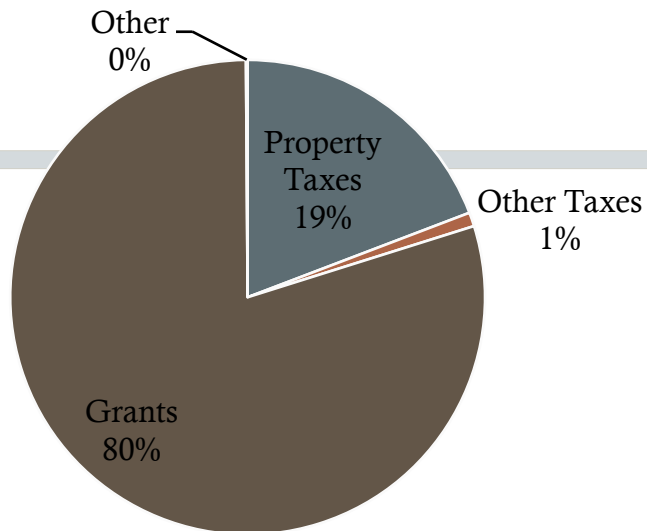
Water Fund – Where the money goes



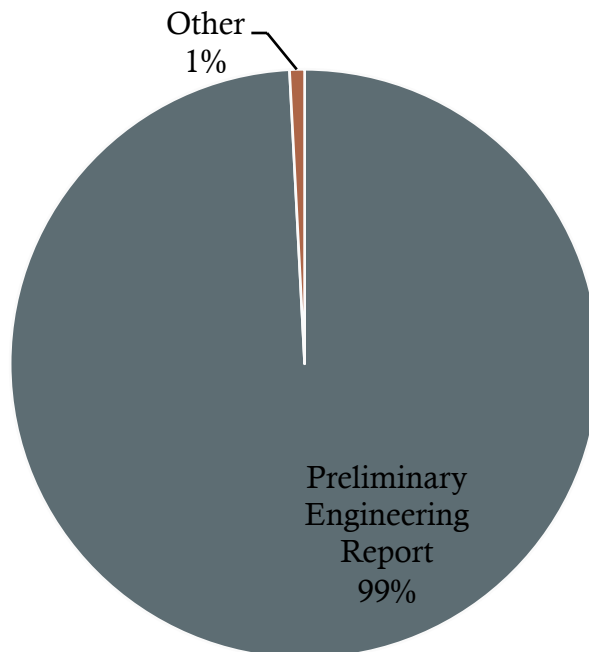
Prior Year's Comparison



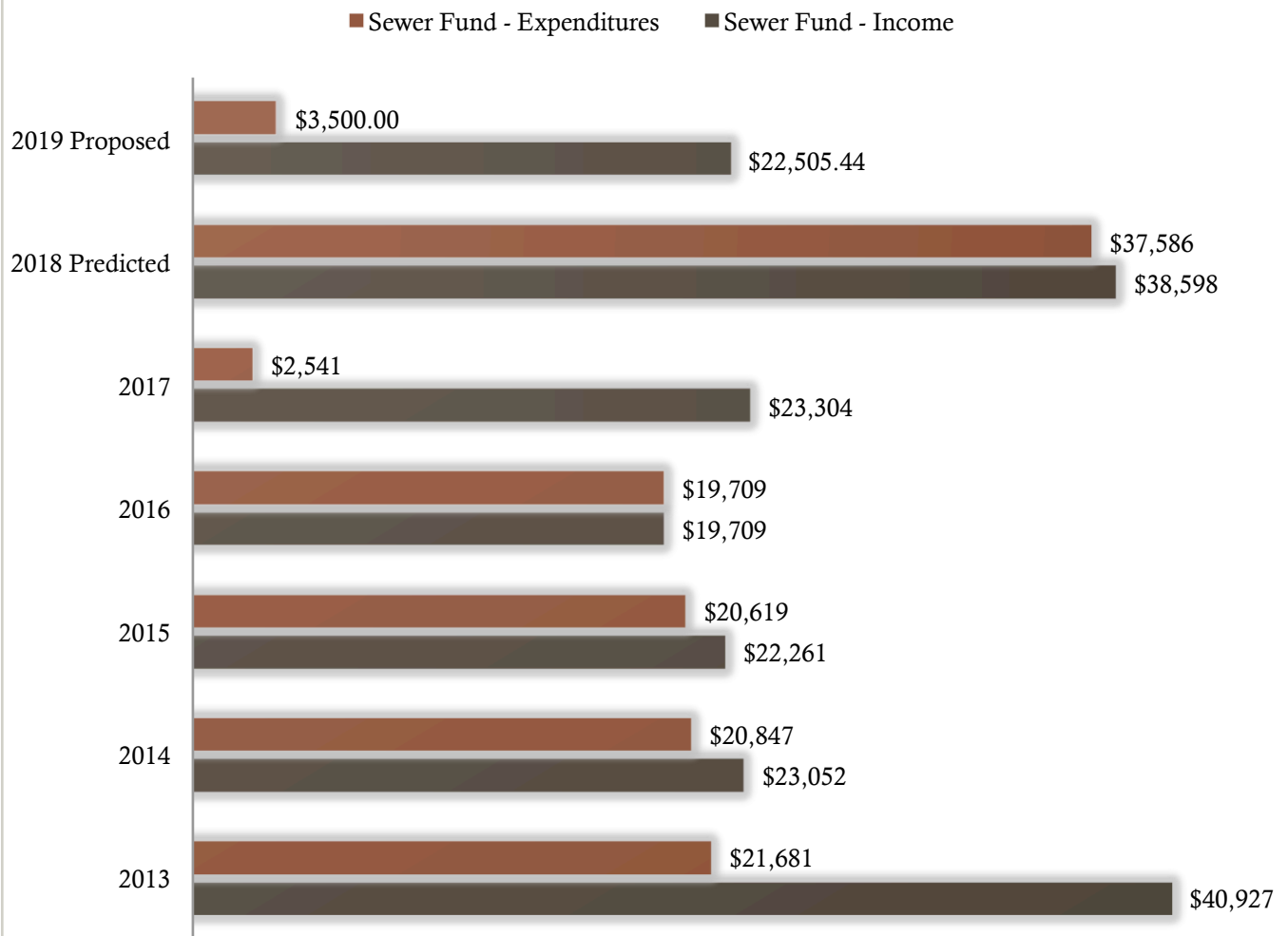
Sewer Fund – Where the money comes from



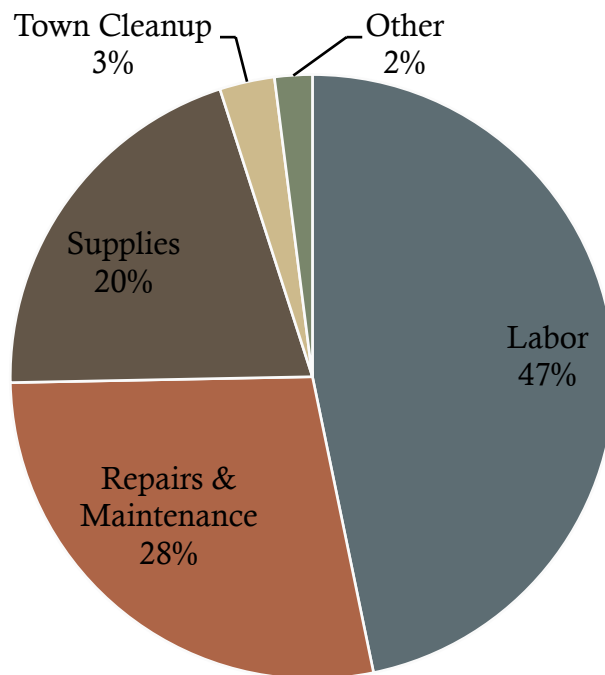
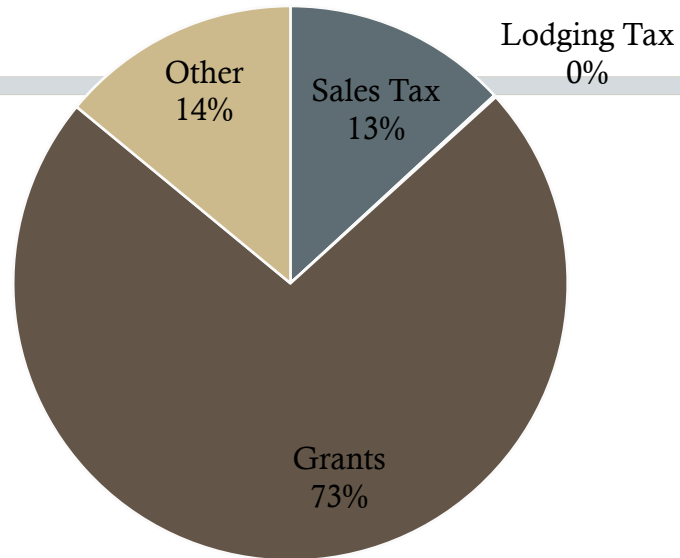
Where the money goes



Prior year's comparison



Parks, Open Space & Trails - Where the money comes from



Prior year's comparison

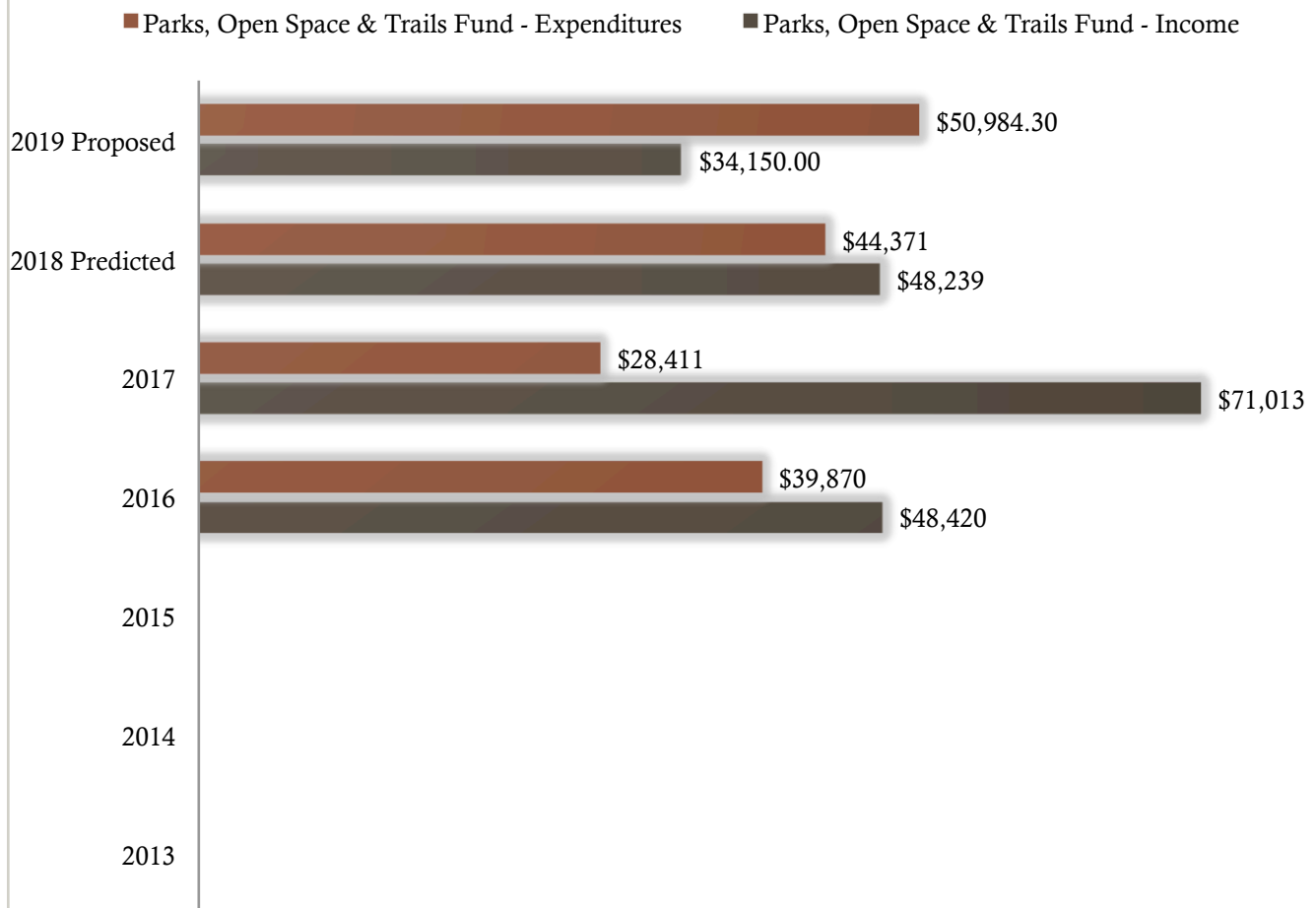


EXHIBIT A

**INDEMNIFICATION AGREEMENT FOR
BLOCK 3, LOT 24**

This **INDEMNIFICATION AGREEMENT** (this Agreement), is made effective the ____ day of ____, 2018, by and between: The Town of Rico, a Colorado home rule municipality (the Town); and McCroke Ventures, LLC (Indemnitors) who are owners of the property known as Block 3, Lot 24. The Town and Indemnitor may be referred to individually as a Party or collectively as the Parties.

Recitals

WHEREAS, Indemnitors submitted to the Town an application for permit for an environmental development permit for avalanche hazard for Block 3, Lots 24. (the Property), which according to the towns dated maps may lie in an avalanche hazard.

WHEREAS, the Town conditionally approved a waiver from any permit or mitigation requirements for Block 3, Lot 24 and 25 from Rico Land Use code, Section 804.

WHEREAS, one of the conditions of approval requires that Indemnitors enter into a Agreement with the Town to indemnify, defend and hold harmless the Town, its agents, officers and employees from and against any and all liability, expenses including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, or property damage arising from or connected with avalanche activity on the Property.

IN CONSIDERATION of good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. **Indemnification.** For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Indemnitors agree to indemnify and hold harmless the Town, its successors, grantees or assigns, against all suits, actions, claims, losses, demands, liability of every kind, including all expenses of litigation, court costs and attorney fees, for injury to or death of any person or for damage to any property or damages that arise from or in direct connection with any activity related to avalanche hazards and mitigation measures relative to the Property.

- 2 **Survey.** The actual boundary of the Avalanche Hazard area, as depicted on the Town's Hazard Map, shall be determined by a licensed Colorado Surveyor. Said survey shall be Certified and conducted at the Town's sole expense. The Survey shall be completed prior to recording this Indemnity Agreement.
- 3 **Building Permit.** This Indemnity Agreement and its subsequent recording shall not be a requirement or condition prerequisite to issuance of a Building Permit(s) by the Town.
- 4 **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall be deemed invalid and will no longer be in full force. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 5 **Binding Effect.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties and the heirs, legal representatives, grantees, successors and permitted assigns of the Parties unless the Agreement is deemed invalid and or unenforceable as outlined in Section 2 above.
- 6 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement relating to the subject matter of this Agreement between the Parties. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified at any time in the sole discretion of the Town or Indemnitor without mutual agreement between the parties.
- 7 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any proceeding arising from or related to this Agreement shall be in Dolores County, Colorado.
- 8 **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Indemnitor:

McCroke Ventures, LLC
P.O. Box 8
Rico, Colorado 81332

If to the Town:

Town Manager
Town of Rico
P.O. Box 9
Commercial St

Rico, Colorado 81332

9. **No Waiver.** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
10. **Capacity.** The person signing this agreement below represents and warrants that he or she has legal capacity to contract and, if that person is manifesting assent on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.
11. **Recording.** This agreement shall be recorded on the Deeds for the Lots comprising the Property upon completion and Certification of the avalanche area Boundary Survey.

The Parties have executed this Agreement effective the day and year first written above.

Town of Rico

Zachary McManus, Mayor

Indemnitors

McCroke Ventures, LLC

JOSEPH CROKE

KATHLEEN MCJOYNT

REVOCABLE LICENSE AGREEMENT

This **Revocable License (Agreement)** made and entered into effective the__ day of August, 2018, by and between: The Board of Trustees for the Town of Rico (Town), and McCroke Ventures,LLC (Licensees).

RECITALS

WHEREAS, the Town grants this revocable license to Licensees to deposit fill dirt from Block 3, Lots 24 through 30 only onto the west 60' beyond Licensees lots referenced in this sentence which is a steep hill owned by the town, to landscape the steep hill with a seed mix free of invasive species approved by the Town and to contour the same such that it appears in a natural state.

WHEREAS, said 60' section of the Town lot shall thereafter be for the enjoyment and benefit of the general public.

NOW THEREFORE, in consideration of the mutual agreement and conditions contained herein, the recitals above, and together with other good and valuable consideration the adequacy of which the parties acknowledge and affirm, The Town and Licensees hereby agree as follows:

- A. This License shall remain in effect for so long as Licensees remains in compliance with the conditions agreed to herein.
- B. Licensees agree to indemnify and hold harmless the Town of Rico, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this License, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Licensees, or any employee of the Licensees, or which arise out of any worker's compensation claim of any employee of the Licensees. The Licensees agree to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Licensees, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. The Licensees also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
- C. Licensees hereby agree to waive any claim against the Town, its officers or employees for damage to Licensees, persons or property arising out of this License, the exercise of rights granted under this License, or the use of the public property granted herein by the Town.
- D. Licensees shall maintain and use the public property at all times in conformity with Town

ordinances, regulations and other applicable laws, keep it in a safe and clean condition and allow no nuisance to be created by virtue of the License.

- E. This License contains the entire agreement between the parties as it pertains to the placement of fill dirt on the first 60' of the Town lot immediately adjacent to the western edge of Licensees development on Block 3, Lots 24 through 30. No statements, promises, or inducements made by either party or agent of either party that are not contained in this instrument shall be valid or binding. This license may not be enlarged, modified, or altered, except in writing signed by the parties.
- F. This License shall be construed to benefit the parties hereto and their respective successors and assigns only, and shall not be construed to create third-party beneficiary rights in any other party, person, governmental agency, or organization.
- G. This License may not be assigned or transferred by Licensees without the prior, express, written consent of The Town.
- H. The following conditions shall also apply:

Licensee shall be allowed to place fill dirt to be placed on 60' of the single lot immediately adjacent to the western edge of Licensees Block 3, Lot 24 through 30. The fill dirt shall be limited to the fill dirt generated from Licensees development of Block 3, Lots 24 through 30.

Upon completion of the development of residential houses on Block 3, Lots 24 through 30, landscaped shall be placed using an approved seed mix free from invasive species and in a manner that appears natural and shall utilize only flora approved by the Town Manager.

IN WITNESS THEREOF, the parties have signed this License the day and year first written above.

TOWN OF RICO:

LICENSEE:

By: _____
Zachary McManus, Mayor

By: _____
McCroke Ventures, LLC

Attest:

Linda Yellowman, Town Clerk

Town Manager