

Town of Rico Memorandum

Date: May 14<sup>th</sup>, 2020

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

*1. Coronavirus*

The general consensus among the experts is that this virus is going to be with us until a vaccine is developed, which will likely be at least eighteen months away. In the mean time, as a community, we need to discuss and be aware of current restrictions and possibilities. Dave Kunz of the Rico Fire Protection District has been circulating an article that is worth reading. It can be found at <https://www.erinbromage.com/post/the-risks-know-them-avoid-them>. There is also a good article by Dr. Makary, who is a professor of health policy at the Johns Hopkins School of Public Health that can be found at <https://www.nytimes.com/2020/05/14/opinion/reopen-america-coronavirus-lockdown.html?action=click&module=Opinion&pgtype=Homepage>. The Town of Rico is bound by State mandates unless Dolores County is successful in acquiring a variance. They have an application pending. The following is an abbreviated explanation of State guidelines and County guidelines as well as an explanation of County requests for variances. It is worth noting that the Colorado Department of Health and Environment (CDPHE) denied the Montezuma County request for a variance. I have also included a graphic in this packet that may make this a little easier to absorb. Please be aware that things are changing so fast that there may be outdated information in this packet at the time of the meeting.

*– State of Colorado mandates*

According to the State of Colorado Second Amendment Public Health Order 20-28 Safer at Home dated May 8, 2020, incidents of the virus have leveled off but testing in Colorado is still not common. More information including specific industry requirements can be found at <https://covid19.colorado.gov/covid-19-in-colorado/public-health-executive-orders-resource>:

- Vulnerable individuals: people who are over 65, people who have chronic health conditions and pregnant women should stay at home except to perform necessary activities.
- Protective coverings: all people are urged to wear protective coverings over their mouths and noses when they are in contact with other people.
- Businesses that are to remain closed:

1. Restaurants, food courts, cafes, coffee etc.
  2. Bars, taverns, brew pubs, microbreweries, wineries etc.
  3. Cigar Bars
  4. Gyms
  5. Casinos
  6. Movie and performance theater, concert halls
  7. Horse tracks
- Critical businesses and other businesses which can continue to operate with social distancing requirements:
    1. Restaurants using delivery services or curbside services.
    2. Critical retail such as pharmacies and grocery stores.
    3. Non-critical retail with curbside service
    4. Real estate showings that include in-person showings – no open houses.
    5. Non-critical businesses may allow 50% of employees to conduct in-person work
    6. Non-critical manufacturing with no more than 10 employees
    7. Offices and other interior workspaces including personal and health care if they appoint a workplace coordinator, maintain 6 feet of separation between employees, post signage regarding good hygiene and clean, disinfect all high touch areas and include temperature checks and symptom monitoring to the greatest extent possible. Employers must also provide appropriate protective gear.
  - Recreation – outdoor activities that allow for social distancing are permitted. Members of the same household can use basketball courts and tennis courts. Areas that are conducive to public gatherings such as playgrounds and picnic areas shall remain closed. Some State parks are open. You must stay within ten miles of your residence. The USFS may open campgrounds at the end of May.
  - Lodging – Lodging is considered critical and lodging can be open to travelers that are engaging in essential activities. Social distancing policies must be employed at the work place.
  - Construction – Construction is considered critical if housing is being provided. Social distancing policies must be employed at the work place.

A more comprehensive list of critical activities can be found in Appendix F of the Public Health Order <https://covid19.colorado.gov/covid-19-in-colorado/public-health-executive-orders-resource>

- *Dolores County and Montezuma County variance applications*

Dolores County is in the process of applying for a variance and Montezuma County has applied for a variance to the State of Colorado Public Health Order. Montezuma County was denied. To apply for a variance a County must submit an alternative suppression plan, which can either be approved or denied by the Colorado Department of Health and Environment (CDPHE) and must meet the following criteria:

- The local public health agency must endorse the alternative plan
- The local hospital can verify that they have the capacity to serve all people needing their care.
- The BOCC must vote in favor of the alternative plan

Considerations by the CDPHE for Counties applying for a variance include a low number of new cases per day, cases declining in the past 14 days, low or stable case growth rate and an early warning system to detect outbreaks with triggers for tightened restrictions should an outbreak occur.

Dolores County's draft variance requests a variance for restaurant and has a variance plan, which includes the following:

- Encourage restaurants to continue to do business through take-out, delivery, and curbside.
- Limit the number of customers in dining spaces to 50% of fire/building code capacity.
- Do not allow customers to wait in lobby area or in lines outside the door for table.
- Implement a reservation system.
- Notify customers via text or phone call when their table is ready.
- Do not allow customers to wait in the lobby area or in lines outside the door for a table
- Post signs at entrances regarding face coverings, and post signs throughout the facility as needed to remind the customers of social distancing and proper hygiene guidelines
- Customers are required to wear cloth face coverings in order to enter the business, and to keep their face coverings in place until they've reached their table
- Make reasonable accommodations for vulnerable individuals who are still under the Stay at Home advisement. (e.g. seating assistance, special hours)
- Ask customers if they are experiencing any symptoms prior to seating them in the dining area. If they are, do not allow them to enter.
- Group parties shall be limited to six members of a single household

- Bars shall remain closed, including those that are part of restaurants. This also includes taverns, brewpubs, breweries, microbreweries, distillery pubs, wineries, wine tasting rooms (except for retail), special permit licensees, clubs, and other places offering alcoholic beverages for on-site consumption except restaurants as well as cigar bars.
- Implement one-way entry/exit, and directional walkways as much as possible
- In-room dining shall follow strict physical distancing practices (6 feet).
- Spread people/tables out so there is at least six feet distance between individuals.
- Self-serving stations shall remain closed (drinking stations, bulk dry, etc.).
- Don't allow public sharing of utensils or condiment containers.
- Buffets shall have an employee serving the food, no self-serving allowed.
- Perform frequent environmental cleaning and disinfection of bathrooms and high-touch surfaces.
- Monitor employees for one of the following symptoms: Coughs, shortness of breath/difficulty breathing or at least two of the following symptoms:

Fever

Chills

Repeated shaking with chills

Muscle pain

Headache

Sore throat

New loss of taste or smell

Symptomatic employees must be excluded from the workplace.

- Employees and contracted workers whose duties include close contact with members of the public shall wear a non-medical cloth face covering over the nose and mouth.
- All other employees are encouraged to wear a non-medical cloth face covering over the nose and mouth while working, except where doing so would compromise the individual's health.
- Implement or maintain physical barriers for high-contact settings (e.g. cashiers).
- Implement touchless payment methods when possible.
- Stagger shifts if feasible to decrease employee numbers at the business.

Montezuma County asked for a variance that included a 40% occupancy rate for restaurants and reopening gyms, also at 40% capacity. They were also suggesting that large venues such as movie theaters, bowling alleys, sporting venues and places of worship could operate if strict

physical distancing practices were possible and enhanced sanitizing procedures were implemented. They were denied by the CDPHE.

- *San Miguel County*

Currently, San Miguel County has some restrictions that are not included in the State of Colorado Public Health Order however on May 15<sup>th</sup>, they are coming more into line with State mandates. Based on the conversation the BOCC had at their May 12<sup>th</sup> meeting, San Miguel County is going to begin to allow western slope workers back to work in the County as long as they comply with SMC's work place precautions, which are consistent with those of the State. SMC's current public health order can be found at

<https://www.sanmiguelcountyco.gov/DocumentCenter/View/5619/Public-Health-Order-20-05-Effective-May-2-2020-PDF?bidId=>.

2. *Consideration of an application to replat Lots 6-14, Block 29, Ron Evers, owner, Jeff Gibson, applicant*

At the Board of Trustee's meeting on February 19<sup>th</sup>, the Trustees gave conditional approval to a re-plat of Lots 6-14, Block 29. The conditions were that

- a. That prior to the Board signing and the applicant recording the replat, the applicant must revise the replat to show legal and physical access through the south end of Lot D to serve Lots C and D,
- b. That the access easement shown will be a perpetual easement and actually function as an alternate ingress and egress route,
- c. That should the applicant obtain an access permit from the USFS it will permit a turn-around for fire trucks,
- d. That the permit obtained from the USFS will permit grading and snowplowing to the secondary driveway accessing Lot D,
- e. That the permit obtained from the USFS will permit a water service line from the water main line to the lot line of Lot D,
- f. That prior to obtaining a building permit for Lot D, the applicants provide for the Town's review of a grading plan that ensures the Town's access to the water tank not be compromised or made more difficult,
- g. That the applicant would provide a plan for a fire truck turn around area on the water tank road between the end of Garfield and the Lot D driveway,
- h. That the applicant install a fire hydrant at the north east corner of the Mantz/Garfield intersection, which would be included in a subdivision improvement agreement,

i. That the applicant and eventual owner(s) of Lot D in no way restrict public access to the water tank road and any existing trails in the area, which shall be depicted by the surveyor on the replat and that a plat note to that effect be included on the replat.

j. That the structure constructed on Lot D be equipped with a sprinkler system.

The applicant has submitted a replat that shows legal access to both lots C and D using a driveway extending east from the end of Mantz. I also have a copy of a grading plan that shows that physical access is possible but I have some questions that will hopefully be answered prior to the meeting. The plat note to which item i refers is not on the replat but I have contacted the applicants and it should be on the replat prior to the meeting. The suggested motion is to approve the replat, approve the replat based on conditions or deny the replat. Should the replat be approved, the applicants will have to submit a mylar to be signed by the Board of Trustees prior to the replat being recorded.

*3. Consideration of an encroachment easement agreement with Raegan Ellease, Lot 39 and 40, Block 12, Town of Rico*

This is an issue that has been outstanding for a long time. Raegan Ellease acquired the parcel that includes the historic assay office in January of 2019. Unfortunately, the assay office was built at a time when the use of surveyors to locate lot lines was not a common practice and the assay office encroaches into Soda Street. Ms. Ellease would like to do work on the building to ensure that it maintains its historic value but understandably she did not want to put money into a structure that was partially on someone else's property. Because the goal of both the Town and Ms. Ellease is to maintain the historic value of the assay office, eventually we were able to produce an agreement to which both parties can hopefully consent. There is a copy of the agreement included in this packet. The suggested motion is to approve the agreement or deny the agreement.

*4. Consideration of a Subdivision Improvement Agreement with Gulch Lode LLC, Lot 9 Van Winkle Subdivision*

Gerrish Willis would like to build a house on Lot 9 of the Van Winkle Subdivision. Lot 9 is not currently served by the Town water system. According to Plat Note 8 on the Van Winkle Subdivision recorded in the office of the Dolores County Clerk and Recorder on November 12, 2008:

The Lot 9 owner shall not be permitted to construct any dwelling unit on Lot 9 unless and until the owner complies with the Town's subdivision and platting requirements, including the submission of engineered drawings regarding the extension of utilities,

execution of a subdivision improvements agreement (also executed by the Lot 4 owner), and the posting of a bond in the amount of 125%.

I have attached a copy of the proposed agreement to this packet. Mr. Willis has apparently been unable to engage the owner of Lot 4. The suggested motion is to approve the agreement pending the execution of a bond as per Plat Note 8 and the submittal to the Town as per the Plat Note 8, a set of complete engineered drawings including a grading plan that includes the Town owned property to be disturbed by the water line construction and a plan/profile of the water line signed by an engineer licensed in the State of Colorado or to deny the agreement.

*5. Consideration of cancellation of 4<sup>th</sup> of July events*

I got an email from Dave Kunz saying that the Rico Fire Protection District had “pretty much decided on no 4<sup>th</sup> of July celebration this year, no fireworks, picnic or parade. Decision will likely be finalized at the District meeting next week.” There are other events associated with the 4<sup>th</sup> of July sponsored by the Rico Women’s Club and the Artists of Rico. I have alerted both organizations that we will be discussing these other programs at this meeting. We need to decide if we believe there is a way to go forward with some of the other events safely and within the confines of the State Health Department or if we should just cancel all events.

*6. Consideration of a Liquor License for the Fall Festival*

The paperwork for the liquor license from the State for the Fall Festival is in order and the notice has been posted as per State guidelines. The Town has not yet received the required deposit or agreements with the port-a-potty company or the trash company required by the permit agreement. The suggested motion is to approve the liquor license pending the requirements agreed to at the April 15<sup>th</sup> Board of Trustee’s meeting.

*7. Consideration of the addition of Kari Distefano and Barbara Betts to the Signatory Amendment Form for the Colorado Trust*

This is a housekeeping issue. Linda Yellowman is currently the only signatory on the Colorado Local Government Liquid Asset Trust. The Colorado Trust is money in a trust from local governments that by State law, they are not required disburse. The trust allows local governments to take advantage of short-term investments maximize net interest earning. It is always wise on these types of items to have at least two signatories in case of a change of staff and elected officials.

*8. Consideration of an Amendment to the DOLA contract for the water meter replacement and relocation project*

Because we are going to do the water meter replacement and relocation in-house and will be using the town owned backhoe, DOLA is requiring an amended contract. I do not have the revised contract yet, but I would like the board to formally approve it so that Barbara and I can sign it when we get it.

*9. Budget projections*

I have been keeping a careful eye on the Town's revenues in an effort to get a sense of what the coronavirus might do to our budget going forward. Included in this packet are copies of May's Treasurer's report for the General Fund and the Street Fund. Since our water fund is based on user fees, the virus should not make a great deal of difference to that fund. Likewise, since the Parks, Open Space and Trails fund is based largely on grants, I do not expect many changes there. The sewer fund is based solely on property taxes and while a revaluation next year may bring change, we will not see that until 2022.

Sales tax is still doing better than projected. The General Fund sales tax for the end of April was expected to be \$33,333.33 and we have gotten \$38,809.00. Sales tax for the Street Fund was projected to be \$3,333.33 and we have gotten \$3,880.90. That is the good news. Of concern for the General Fund coffers is the mineral leasing and the severance tax. According to the Department of Local Affairs, both are supposed to be down but they are not sure how much. These are lump sums that come to us in September so we won't know for quite a while what will happen with those funds. Of concern in the Street Fund is the highway users tax, which to date is down \$1374.64 from our predictions. The highway users tax is based on fuel consumption so the reasons for the downturn are obvious. Even with the potential loss mineral tax and severance tax, our General Fund Reserves are pretty healthy. Pending further disasters, they should remain above \$750,000. The Street Fund reserves are not doing so well. We may be ending the year with less than \$35,000 in reserve.

*10. Discussion of a license agreement with Disposition Properties for the use of the hot springs and proposed and existing trails*

Possibly because of the public health concerns that have been voiced during this pandemic, Oli Swanky, the proprietor of Disposition Properties, has contacted me regarding a license agreement so that the Town could have access to the Hot Springs. Also as a result of the



potential management issues, I think that it is worth discussing this again. If the Town were to engage in the management of this area, we could close it to vehicles and ensure that people weren't living down there and leaving trash. On the other hand, we would be obliged to maintain it. While we now have some law enforcement personnel, we may not have the funds for future maintenance. It is impossible to understand how this virus is going to affect our economy in the long run.

In addition to the discussion about the hot springs, I went on a site visit with two members of the Rico Trail's Alliance to look at their proposed site for a mountain bike skill's park and some existing trails. Many of the existing trails and a portion of the proposed skill's park sits on property owned by Disposition and they would like to see the Town enter in to a license agreement with Disposition Properties to use this area also if possible.

#### *11. Town Cleanup*

Typically our town cleanup is around the second weekend in June. Do we want to stick with that date or you we want to organize it for May 30<sup>th</sup>?

#### *12. Discussion of a radar speed sign*

We had discussed and agreed to purchase a radar sign to have CDOT install at the southern end of Town. When we discussed it last, Zach McManus had gotten a verbal estimate of \$3,795. I have since obtained a more formal bid with some options. The total would be \$4,768 with all options. The flashing lights alert drivers that they are going too fast I think that this would be a worthwhile expenditure even at the additional cost otherwise I think the sign may be ignored. The data collection option collects number of cars and the speed at which they are driving. This would be helpful information. If their schedules permit, we could direct our marshals to be on hand during the times when people are more likely to speed. The pole on which the sign is to be mounted is specified by CDOT and I would expect that would be included in their agreement to install and maintain the sign. I would like some direction from the Board as to how we want to proceed.

#### *11. Dust control*

It is that time of year again when the streets get dusty, especially if people speed. The last time we talked about this, people were resistant to using magnesium chloride as dust control. We have been unable to find an affordable water truck although we are still on the lookout. Gregg Phillips has suggested that we use calcium chloride instead. Most of the information that I

could find about the differences between the two products referred to ice melting rather than dust control but it is important to note that both are salts. Calcium chloride appears to add less chloride to the environment so may be somewhat less detrimental to vegetation. I do not have estimates for applying either. Reams Construction may apply calcium chloride but they are unwilling to make the trip to Rico. Pending direction from the Board, I will continue to investigate.

**State of  
Colorado**

**Dolores  
County**

**Montezuma  
County**

**San Miguel  
County**



**Activity**

<b>Construction</b>	<b>Permitted <i>with safety practices</i><sup>1</sup></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Permitted <i>with restrictions</i><sup>3</sup></b>
<b>Critical Retail<sup>2</sup></b>	<b>Permitted <i>with safety practices</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Permitted <i>with safety practices</i></b>
<b>Non-critical Retail</b>	<b>Curbside <i>will be permitted with restrictions on May 1</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Permitted <i>with restrictions</i><sup>3</sup></b>
<b>Childcare facilities</b>	<b>Permitted <i>with restrictions</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Babysitting <i>permitted with restrictions</i></b>
<b>Education P-12</b>	<b>Remote learning <i>until end of school year</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>
<b>Offices</b>	<b>Permitted <i>with restrictions on May 4th</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Permitted <i>with restrictions</i></b>
<b>Personal Services</b>	<b>Permitted <i>with restrictions May 1</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Permitted <i>with restrictions</i></b>

**State of  
Colorado**

**Dolores  
County**

**Montezuma  
County**

**San Miguel  
County**



**Activity**

<b>Restaurants &amp; Bars</b>	<b>Curbside only</b>	<b>Variance request pending</b>	<b>Variance request denied by CDPHE <i>May 11</i></b>	<b>Curbside only</b>
<b>Lodging</b>	<b>Open for essential travel</b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Open for essential travel</b>
<b>Limited healthcare</b>	<b>Open <i>with restrictions April 27th</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Open <i>with restrictions</i></b>
<b>Short-term rentals</b>	<b>Permitted <i>for essential travel</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Permitted <i>for essential travel</i></b>
<b>Field Services (includes landscaping) &amp; Real Estate</b>	<b>Open <i>with restrictions April 27th</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Allowed <i>with restrictions</i><sup>3</sup></b>
<b>Non-critical Manufacturing</b>	<b>Open <i>with restrictions and safety practices</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>
<b>Campgrounds at State Parks</b>	<b>Open <i>with restrictions</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>

**State of  
Colorado**

**Dolores  
County**

**Montezuma  
County**

**San Miguel  
County**



**Activity**

<b>USFS Campgrounds</b>	<b>Open <i>without sanitation facilities or water – could change at the end of May</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>
<b>Outdoor Recreation</b>	<b>Open <i>with restrictions</i></b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>
<b>Gyms</b>	<b>Closed</b>	<b>Uses State Guidelines</b>		
<b>Movie theaters, concert halls, music venues</b>	<b>Closed</b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>	<b>Uses State Guidelines</b>

1. Safety practices include social distancing, use of masks and use of sanitizers
2. Includes grocery stores and pharmacies
3. Limited to workers from western slope counties including Montrose, Ouray, Dolores, Delta, Mesa, San Juan, Montezuma, Gunnison, Hinsdale, Archuleta, Pitkin, Garfield and La Plata if they don't require short-term rentals

May 9, 2020

To Kari Distefano and Rico Board of Trustees:

I strongly support **Rico following the continual guidelines put forth by the state**. I am against any variance. The state has a huge panel of experts, and has consistently been working on the welfare of Colorado's smaller mountain communities. Rico as we know is even smaller, even farther from care, and we have no resources for our own testing. A zero-infection rate is clearly no justification for looser protocol—it can change too fast. San Juan County in New Mexico is a prime and sad example.

I also believe we should consider **stricter regulations than the state as far as visitors**. Even regionally, Montezuma numbers are increasing every day. Montrose County is becoming tragic. We need to do the best to contain ourselves.

We are an extremely vulnerable community. Kari said herself in the 5/8 Dolores County workshop that “the Rico kids, if they have it, have already infected each other.” So, what if they don't have it yet—but with increasing visitors and increasing risks—pick it up, say on the Fourth of July or during a small group activity organized by the town? Then ... several families are infected, and so on.

More specifically, I am against any organized Fourth of July celebration. As noted by Joey Ellsworth, the cancellations in surrounding communities would draw an unprecedented amount of people here. It doesn't matter if people stay outside. The Mardi Gras celebrations in New Orleans were outside. Even with just locals, staying 6-feet away is not practical. Kids will congregate, inebriated adults have looser inhibitions, and so forth.

I have heard several friends and acquaintances in Rico say if we loosen restrictions and welcome too much tourism, they simply won't go to the bar or the gas station. I concur. So, to promote what little tourism we even have, we would do so at the expense of local business. That would be unfortunate.

Thank you.

Gretchen Treadwell

**From:** Scott Emerson emmo3141@gmail.com  
**Subject:** Survey  
**Date:** May 8, 2020 at 9:47 AM  
**To:** Kari Distefano townmanager@ricocolorado.gov

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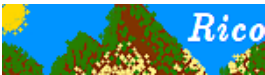



Hi Kari,

I feel that we can and need to open the Town, including the 4th celebration and drinking/dining if outdoors with 6' distancing. Masks not required except for servers. Run home to use the bathroom. It's summer and outdoor transmission is rare. Its safe enough and we have to consider the health of the businesses.


Indoor dining in the fall could be considered but no need to decide now.

Scott Emerson



 Mail
 


New Mail

 Calendar
 

Home

All unread

Create a group

 Tasks
 

FOLDERS

Inbox 15

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Templates


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Mon, 11 May 2020 2:03:12 PM -0600

To "townmanager"

<townmanager@ricocolorado.gov>

Tags

Security

Plain

Learn more

Town of Rico

I'd likes to thank you all, the town board, manager, and town employees for your diligent work. Especially in these trying times, thank you.

- Would you be comfortable with unrestricted (pre-corona virus) activities?




Not yet. We (Michael and I) stay home, and when we have to go out, we wear masks to do grocery shopping, picking up takeout to support our fav. restaurants, and any other activity that puts us in the populous. We practice social distancing, hand washing and mask wearing. I hope and pray that our actions will help to stem the spread of this virus. I can't wait to be free of it all. I just don't think we're there yet.

- Would you be more comfortable with tourist and social activities relegated to small groups of in-state or regional populations?

I hope this isn't meant to exclude us. We are coming up, and soon. We will continue to use our corona virus protocol to protect ourselves and our cherished community.

- Would you prefer to see the current

@mention a user or group to share this email






Chats

Channels

Contacts

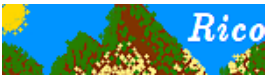
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1/1









Mail




Calendar




Tasks



Notes



Contacts



Bookmarks

New Mail

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All unread

Create a group

FOLDERS

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Thoughts on Opening up Rico Businesses.

Hi Kari,

Hope all is well with you!

These are our thoughts:

Though our initial reaction was that there should be regional cohesiveness so that visitors traveling through are not expected or required to know or check different policies in every town or region that they travel through, we are also of the opinion that Rico is unique in the limited number of businesses open to the public. Both Brandy and Jordan seem to have very thoughtful and responsible plans for limited opening/capacity and cleaning protocols, so we would totally support their propositions of limited opening up. We would support this even if that meant applying for an exemption, or if that policy differed from Telluride or Dolores. With only 2 or 3 businesses here it seems manageable. We also feel that since these are their businesses and livelihoods that we defer to their choices in this matter.

We would encourage the requirement of using masks in these businesses and public areas.

We do not think that group events or festivities should take place in Rico. On July 4th so many travel here from other regions, and with Telluride cancelling their July 4th, we could/should expect many more. As well as the parade they come to eat and drink and with limited capacity we don't see how a large crowd like that could be managed or controlled safely.

@mention a user or group to share this conversation

Here is your Smart Chat (Ctrl+Space)

Chats

Channels

Contacts

1/1

### **Will Nolan**

I say open up with certain regulations that are implemented by business owners.

### **Gretchen Treadwell**

I will respond more in full in an email, and attend the meeting, but I think another important framework is this: "Would you be comfortable following the continual guidelines put forth by the state?" I also think Telluride restrictions weigh heavily on us. Do we want to open our floodgate when theirs is closed? If we aim to "attract some tourism" how do we control "some".

### **Brandy Randall**

### **Gretchen Treadwell**

yes, I have the same questions. That's why I would like to get people thinking about how they feel and how they will respond starting now. We can follow state regulations, which will update soon, or we can propose a waiver through our county, like Eagle and Mesa counties. I don't foresee a Telluride size "floodgate" happening in Rico, since our tourists generally come from the 4 corners area, but I agree it's going to be hard to say how much is "some". I also feel like Montezuma restrictions are just as relevant as San Miguel county in that their population visits us more than those from San Miguel.

### **Jill Carver**

I think a regional cohesiveness would make sense - and my initial inclination would be to follow Telluride just because of our close relationship to the town. I just don't think one can expect tourists traveling up through the valley to adhere to different requirements in each town they stop at

### **Rebecca Stephens Levy**

We (Cortez Cultural Center) are hosting a series of Colorado Tourism Office's Colorado Rural Academy for Tourism (CRAFT) Studio 101 workshops via Zoom, and best practices for resiliency and recovery due to disruptions like COVID and wildfires will be incorporated into every session. Despite the Montezuma County Commissioners' opinions, many Cortez businesses and citizens - including the city government - are not opening up yet, including the two biggest attractions - Mesa Verde National Park and Canyon of the Ancients. If anyone is interested in participating in the CRAFT Studio 101 workshops, check out the invitation and let me know

### **Jorden O'Hara**

We have kind of started to develop an outline of what we want to do here at the mineshaft.....most likely being closed half the week instead of open everyday.....only allowing groups that travel together on our 'shared bathroom' side.....supplying masks and hand sanitizer to our guests.....and offering to pick up takeout for those who want to dine at local establishments. I have a much more detailed plan that I was going to call into the meeting with on the 20th. Obviously I want to be cautious and we definitely want to not 'open the floodgates' but we need to have some kind of tourism coming in if we want the Mineshaft to be able to survive

### **Angela Kay Hart**

Well I am not a Rico voter any more but I am a part of the Artists of Rico. The Artists of Rico always show during high volume occasions such as 4th of July. I have been thinking about this since I saw on the Silverton Bulletin Board that Telluride had cancelled 4th of July events. I definitely hope our businesses in Rico can be open like normal this summer. I do have a couple of concerns around if there's nothing going on in Telluride and there is in Rico are we going to draw more of a crowd than we want? That happens sometimes even in normal times! Also lots of people set up their campers all around in the out lying areas around Rico especially for summer holidays. We can have quite a large crowd just from that and if we decide we aren't comfortable with a big crowd in town, how could we really avoid it? I guess I'm not sure if camping will be open in the National Forest areas outside of town or not but we don't have the officers to enforce a closure. Also. From what I read the entities applying to the state to be excepted from the state Covid19 restrictions are counties. Rico is a part of Dolores County so what say would we have in Dolores Counties decision? Can we apply for an exception from the states rules as a town if that's what the majority want? My thoughts for now.

### **Dee Gullede**

Thanks for sharing this. Moab is essentially open. I have concerns. Will let you know how it goes. I do feel like face masks are essential but so many Moab and Rico tourists do not seem to project that action presently. Wearing a face

mask needs to be like wearing a seat belt... We can all enjoy the best that life has to offer but we must be mindful of reckless consequences. Can't imagine a Rico summer without the enterprise, prospector and mine shaft! Let's come together and make this work!

This is what I told Kari:

I feel that we can and need to open the Town, including the 4th celebration and drinking/dining if outdoors with 6' distancing. Masks only required for servers. Run home to use the bathroom. It's summer and outdoor transmission is rare

#### **Clay Hall**

I'll be very disappointed if our town leadership continues to buy into this horseshit narrative of fear, social atomization, and economic catastrophe. If you think we had financial troubles before, go ahead and shut down Memorial Day, 4th of July and the Fall Fling and see what happens then. Enough is enough. We need to send a clear signal that Rico is not a town full of chickenshits and we are 100% open for business

#### **Brandy Randall**

I appreciate everyone's feedback, we are still about a week away from the meeting and I think we're (mostly) all on the same page. Rico has done well with following the shelter in place rules, but I feel most people are ready to be "social" again and a few others will continue their safer at home practice based on their personal health concerns. The Prize has been here for 128 years and I'm surely not gonna let it die under my watch! Depending on what we can decide as a town, we are trying our best to be prepared to serve food again starting Memorial Day weekend. We may be limited to

30% capacity but we will make it work! Thank you for your comments





## RIGHT-OF-WAY ENCROACHMENT EASEMENT AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT EASEMENT AGREEMENT (“**Agreement**”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Rico, a Colorado home rule municipality as the grantor (“**Town**”) and Raegan Ellease (“**Grantee**”).

WHEREAS, Grantee owns Lot 39 and Lot 40, Block 12, Town of Rico, Dolores County, Colorado (“**Property**”) upon which the historic Assay Building of the Rio Grande Southern Railroad (“**Assay Building**”) is located;

WHEREAS, the north side of the Assay Building encroaches into the Town’s west Soda Street right-of-way (“**Right-of-Way**”) by approximately 3 feet 8 inches as depicted on Exhibit A attached hereto and incorporated herein by this reference (“**Encroachment Area**”); and

WHEREAS, Grantee and Town desire to enter into this Agreement to allow the Assay Building’s current encroachment in accordance with the terms and conditions set forth herein;

NOW, THEREFOR, in consideration of \$150.00, the recitals above, and the mutual covenants and agreements between the parties hereto, the Town and Grantee agree as follows:

1. GRANT OF EASEMENT. The Town grants to Grantee an easement for the current Assay Building to remain in the Encroachment Area (“**Easement**”) and for the maintenance, repair, upgrade and use of the Assay Building. Grantee shall have no right to use the Easement or Encroachment Area for any other or additional use or purpose. The Easement is subject to any and all existing utilities, conditions, covenants and restrictions of record in or affecting the Encroachment Area.
2. TERM. The Easement shall be perpetual subject to the provisions of Section 4 below.
3. LIMITED SCOPE. The Easement is limited in scope to the use of the existing portion of the Assay Building that is located within the Encroachment Area and any improvements thereto. Grantee shall not have the right to expand the Encroachment Area or alter or change Grantee's use of the Encroachment Area without the Town's prior written consent. The Easement Area may be expanded to include a small overhang if approved by the Town following Grantee’s submission of drawings specifically showing the overhang design, dimensions and any additional information requested by the Town. In the event that an overhang is permitted, this Agreement, including Exhibit A, shall be amended accordingly.
4. TERMINATION. This Agreement and the Easement shall automatically terminate upon destruction of 75% or more, as determined by the Town, of the Assay Building. At such time as the Easement terminates, Grantee shall remove, at Grantee's sole cost and expense, any and all improvements, debris and materials of Grantee, which encroach into the Town Right-of-Way. If Grantee fails to exercise its duties under this Section, the Town shall have the right to remove said encroachments and restore the Town Right-of-Way, and Grantee shall reimburse the Town its full cost and expense for any such removal or restoration. Upon termination of this Agreement, the Town may cause a written notice of termination to be recorded in the office of the Dolores County, Colorado Clerk and Recorder. Notwithstanding the foregoing, Grantee may dismantle and reconstruct portions of the north wall of the Assay Building within the Encroachment Area as part of initial construction of the building incorporating it, and such work shall not trigger a termination of this Agreement and the Easement.
5. INSURANCE. Grantee shall keep and maintain, at their sole cost and expense, a general liability

insurance coverage for itself and for Grantee's, guests, invitees, contractors and consultants who use, repair, maintain or upgrade the Encroachments and naming the Town as an additional insured. Upon written request of the Town, Grantee shall provide the Town with certificates of insurance. The Policy shall include a provision requiring a minimum of thirty (30) days' notice to the Town of any change or cancellation.

6. COMPLIANCE WITH LAW. Grantee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Encroachment Area and Grantee's use of the Encroachment Area.
7. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, defend, save, and hold the Town, its officers, agents, servants, employees, boards and commissions harmless from and against:
  - A. Damage to Property, Grantee or Others. Any claims, suits, judgments, costs, attorneys' fees, loss, liability, damage or other relief, including but not limited to workers' compensation claims, to Grantee's encroachments and/or any person or property in any way resulting from or arising out of the existence of this Agreement or the existence, maintenance, use or location of Grantee's encroaching improvements within the Town Right-of-Way. In the event of any action against the Town, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless.
  - B. Mechanic's Liens. Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Grantee or work performed by or for Grantee upon or at the Encroachment Area or Grantee's property.

Such indemnification shall include the Town's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this Section 7 shall survive any termination of this Agreement.

8. BREACH AND LIMITS ON DAMAGES. If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the Town be liable to Grantee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Grantee against the Town for monetary damages. If any legal action is brought by the Town for the enforcement of any of the obligations of Grantee related to or arising from this Agreement and the Town is the prevailing party in such action, the Town shall be entitled to recover from Grantee reasonable interest and attorneys' fees.
9. MISCELLANEOUS.
  - A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Dolores County, Colorado.
  - B. No Waiver Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by any Party shall not constitute a waiver of any of the other terms or obligation of this Agreement
  - C. Integration This Agreement constitutes the entire agreement between the parties.

- D. Notice Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Town at PO Box 9, Rico, Colorado 81332 and to the Grantee at the Grantee's address of record in the Dolores County Assessor's office.
- E. Severability If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- F. Modification This Agreement may only be modified or amended upon written agreement of the Parties. No agent, employee, or representative of either party is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- G. Governmental Immunity. Grantee and the Town are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the parties and their officers, attorneys or employees.
- H. Recordation This Agreement shall be recorded in the real property records of Dolores County, Colorado. Grantee shall reimburse the Town for recording fees.
- I. Execution This Agreement may be executed in counterparts. A signed digital copy of this Agreement shall have the same force and effect as a signed original document, and this Agreement may be recorded with such signatures.
- J. Binding Effect; Runs with Land All of the easements, benefits and rights reserved, granted, or agreed to herein and the terms, conditions, burdens and obligations imposed, covenanted, and agreed to herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties to this Agreement. This Agreement and the rights and obligations set forth in this Agreement run with the land, and thus to the then current owner of the Property, and not with Grantee as the prior owner.
- K. Counterparts This Agreement may be executed separately in counterparts and, when so executed, all such counterparts shall be deemed a single instrument binding upon all parties hereto notwithstanding the fact that all parties have not signed the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**TOWN OF RICO, COLORADO**

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

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

ATTEST:

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

**GRANTEE:**

Raegan Ellease

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me by Raegan Ellease, this \_\_\_\_ day of \_\_\_\_\_, 2020.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

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Notary Public



## **SUBDIVISION IMPROVEMENT AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_ day of May, 2020 by and between **Gulch Lode LLC**, a Colorado limited liability company with a principal place of business located at 1084 N. Kayenta, Moab, UT, 84532, (**Owner**) and The Town of Rico, a Colorado home rule municipal corporation (**Town**).

### **RECITALS**

**WHEREAS**, Owner holds fee simple title to real property with a legal description of:

Lots 7 and 9, Van Winkle Subdivision, Town of Rico, according to the recorded plat thereof filed for record in the office of the Clerk and Recorder in Book 2 at page 155, Reception No. 157374, County of Dolores, State of Colorado pursuant to a Warranty Deed recorded at Reception No. 166266 (**Property**);

**WHEREAS**, the Property is located in the Town, in the Van Winkle Subdivision as depicted on the final plat recorded with the Dolores County Clerk & Recorder on November 12, 2008 at Reception No. 157374 (**Plat**);

**WHEREAS**, Lot 9 of the Property (**Lot 9**) and property referenced as Lot 4 on the Plat (**Lot 4**) are subject to Plat note 8 which mandates no construction of a dwelling unit until compliance with the Town's subdivision and platting requirements for extension of utilities, execution of a subdivision improvement agreement, and a bond;

**WHEREAS**, Lot 9 is subject to Plat note 5 which dedicates for public use a portion of the Van Winkle Street Extension as a public right of way;

**WHEREAS**, pursuant to RLUC 504.4, the Town apportions to Owner the costs of public services and facilities serving subdivision residents through payment of fees, provision of facilities, and dedication of land and rights-of-way to the Town in order to assure that new development pays its way and does not burden the Town's fiscal resources and under the Town's power to regulate the same;

**WHEREAS**, the Town has the power to ensure the orderly subdivision and development of land, that the Town's final plat of subdivision is adhered to, and that subsequent improvements are in accordance with the Plat; and

**WHEREAS**, installation of said improvements contemplated herein are subsequent improvements and the Owner desires to enter into said Agreement to comply with the Plat provisions, furnish bond or other security for the installation of Town water, and be responsible for the same.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH:** That for and in consideration of the recitals above, premises and the approval of said subdivision and the covenants and agreements herein contained, the parties hereto agree as follows:

1. **Timing and Bond.** The Owner covenants and agrees that they will within seven (7) months from the date of this agreement construct and install the physical improvements as required herein for Lot 9 set forth in the Plat and as required by the provisions of the RULC, and will, upon the execution of this Agreement, provide the Town with a bond, letter of credit or other security in the amount of and 125% of the total cost of physical improvements with surety or other security acceptable to the Town. The Bond agreement or other security is attached as Exhibit A.

2. **Limitations.** Physical improvements are limited to the physical improvements necessary to extend the Town's main water line to service Lot 9, conditioned upon the satisfactory performance of all the covenants and provisions of this Agreement.

3. **Total Cost Calculation.** The aforementioned bond or other security figure based on total costs of work occurring on Town of Rico property including, but is not limited to, the estimated cost of repairs to road, drainage, necessary storm-water facilities as may occur in the process of installing utilities including but not limited to water line, telephone line and electric line as well as the cost of extending the Town water main line to the property line, and which cost the Owner as principal and/or the surety will pay to the Town within fifteen (15) days of demand. The Owner shall be responsible for any and all plan revisions and field changes reasonably required by the Town or submitted by the Owner's consultant or agent. Owner further agrees that if any such revisions or changes require an increase in the required amount of bond or other security, the Owner will provide such increase in bond or other security upon demand by the Town. The bond or other security will be released only upon the satisfactory completion of the improvements as determined by the Town.

4. **Damages to the Town.** It is mutually understood and agreed that in the event the Owner fails to complete the physical improvements provided hereinabove in the time designated, the Town may complete or cause the same to be completed, and the Owner, as principal, and/or the surety shall be jointly and severally liable to pay to the Town the entire cost necessary to complete said improvements.

5. **Damages Collection Prior to Completion.** It is further understood by the parties to this Agreement that in the event of default by the Owner as described above, the Town may, at its option, collect the total cost for the completion of the improvements from the Owner as principal and/or the surety prior to the actual construction of same, which cost is to be determined by reasonable estimates prepared by Town. In the event the estimated cost is greater than the cost necessary to complete the construction, the Town will refund to the Owner and/or the surety the difference; in the event the estimated cost is less than the cost necessary to complete the construction, the Owner as principal, and/or the surety will furnish to the Town upon demand an amount equal to the difference in cost.

6. **Permit and Town Service Revocation.** In the event that the Owner defaults in any of the terms of this Agreement, the Town shall have the right to refuse the issuance of building permits, revoke existing building permits, or any other pertinent permits, and/or to withhold all Town services in the subdivision.

7. **Lot 4 Reimbursement.** Note 8 of the Plat requires the Lot 4 and Lot 9 owners to execute a subdivision improvements agreement prior to development. Nothing in this Agreement is intended to terminate or otherwise affect Lot 4's obligation to pay for its proportionate share of the subdivision

improvements contemplated herein. Owner reserves all rights to and intends to seek, directly from the Lot 4 owner(s) and not the Town, reimbursement for Lot 4's proportionate share of the costs incurred by Owner to install the improvements and other work performed hereunder. Town shall retain a copy of this Agreement in its development file for Lot 4.

**8. Town of Rico Subdivision Regulations.** It is mutually understood and agreed that if the Owner shall faithfully execute each and all requirements of the RLUC and the provisions of this Agreement, and that the Town certifies that all outstanding bills owed to the Town by the Owner in regard to the above-referenced subdivision, including but not limited to inspection fees, water usage, sampling, and any other costs have been paid in full to the Town then the aforementioned bond or other security shall be released by the Town to the Owner. In the event the inspection fees, water usage, sampling, and other costs are not paid by the Owner, the Town may at its option, collect the inspection fees and water usage, sampling, and other costs associated with the physical improvements from the Owner as principal and/or the surety.

**9. All Other Regulations Apply.** This Agreement does not relieve the Owner of any responsibilities or requirements placed upon it by the various ordinances of the Town applicable to the subdivision and development of the Property including all conditions imposed by or proffered in connection with any ordinance zoning or rezoning of the Property. The Owner agrees that the subdivision and development of the Property shall be done in strict conformity with such ordinances and conditions and all requirements and conditions of *final subdivision approval*.

**10. Indemnification.** Owner shall indemnify and save harmless the Town from all loss, damage, expense, or cost arising out of any claim, suit, or action instituted against the Town or its agents or employees on account of or in consequence of any breach by the Owner of this Agreement, then the security required herein shall be released by the Town. Otherwise, the Town shall retain said security and the right to enforce all its provisions until all requirements of the subdivision and other ordinances or provisions of this Agreement are fully complied with.

**11. Utility Defect Bond.** It is agreed that the Owner, or agent for the Owner, shall submit to the Town a Utility Defect Bond with surety or other security acceptable to Town, prior to acceptance of the improvements by the Town. The Utility Defect Bond is to be one year in duration. The terms of such bond shall be reasonable and mutually agreed by the parties prior to the Town acceptance.

**12. Change in Regulations.** In the event the Town's ordinances, rules, regulations, and/or procedures are changed, the parties hereto will be bound by such changes that may affect this subdivision and shall comply with same prior to any final subdivision approval.

**13. Binding Agreement.** This Agreement shall be construed, interpreted, and applied according to the laws of the state of Colorado and the Town of Rico and shall be binding upon the heirs, personal representatives, executors, devisees, administrators, successors, grantees and assigns of the parties hereto.

**IN WITNESS WHEREOF,** the Town and Owner signed this agreement effective the day and year first written above.

*[Signatures appear on following pages]*

TOWN OF RICO:

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

Attest:

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

GULCH LODGE LLC

By: \_\_\_\_\_

Gerrish Willis, Manager and Member

By: \_\_\_\_\_

Dee Gulledge, Manager and Member

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged and signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Gerrish Willis and Dee Gulledge as Members and Managers of Gulch Lode LLC

WITNESS MY HAND AND OFFICIAL SEAL

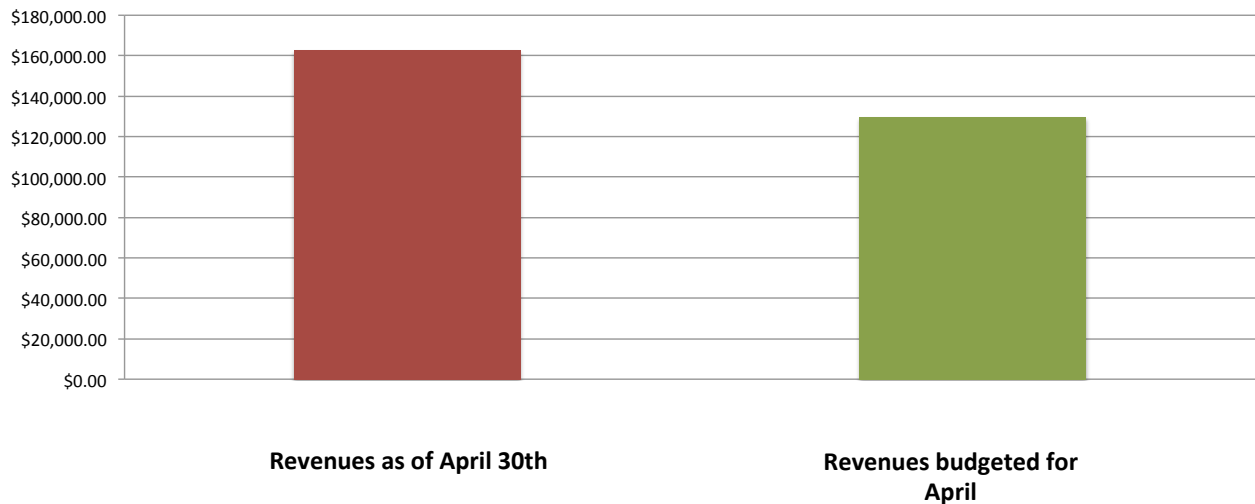
My Commission Expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

*BOND AGREEMENT OR OTHER SECURITY ATTACHED AS EXHIBIT "A"*

## General Fund Revenues April 30th

Operating Revenues	Revenue April 30th	Budgeted April 30th	Notes
<b>Operating Revenues</b>			
Property Tax	\$31,549.20	\$25,963.87	We will see more in June
Delinquent Taxes & Interest	\$0.00	\$116.67	Comes in later in the year
Sales & Use Tax	\$38,809.00	\$33,333.33	
Specific Ownership Tax	\$1,207.23	\$1,250.00	Vehicle Registration Tax
Cigarette Tax	\$33.42	\$33.33	
Motor Vehicle Tax	\$383.34	\$333.33	
<b>Total</b>	<b>\$71,982.19</b>	<b>\$61,030.53</b>	
<b>Intergovernmental Revenue</b>			
Mineral Leasing	\$0.00	\$6,666.67	Lump sum in Sept.
Severance Tax	\$0.00	\$833.33	Lump sum in Sept.
Excise Tax	\$0.00	\$0.00	From Building Permits
Building Permits	\$0.00	\$333.33	
Septic Permit	\$0.00	\$0.00	
Development Applications	\$1,700.00	\$666.67	
Business Licenses	\$200.00	\$66.67	
Dog Licenses	\$50.00	\$30.00	
<b>Total</b>	<b>\$1,950.00</b>	<b>\$8,596.67</b>	
<b>Miscellaneous Revenues</b>			
Reimbursement	\$260.68	\$0.00	
Insurance Reimbursement	\$0.00	\$0.00	
Interest	\$137.89	\$116.67	
Fines & Forfeits	\$0.00	\$2,166.67	
Rent	\$1,200.00	\$1,900.00	Usually paid in a lump sum
SMPA dividend	\$947.37	\$200.00	
Miscellaneous	\$0.00	\$0.00	
<b>Total</b>	<b>\$2,545.94</b>	<b>\$4,383.34</b>	
<b>Labor from Other Funds</b>			
Payroll Transfer	\$44,397.00	\$55,549.53	1 month lag
Attorney pass through	\$42,110.12	\$0.00	
Contract Labor Transfers	\$0.00	\$125.00	
<b>Total</b>	<b>\$86,489.12</b>	<b>\$55,674.53</b>	
<b>Total</b>	<b>\$162,967.25</b>	<b>\$129,685.07</b>	

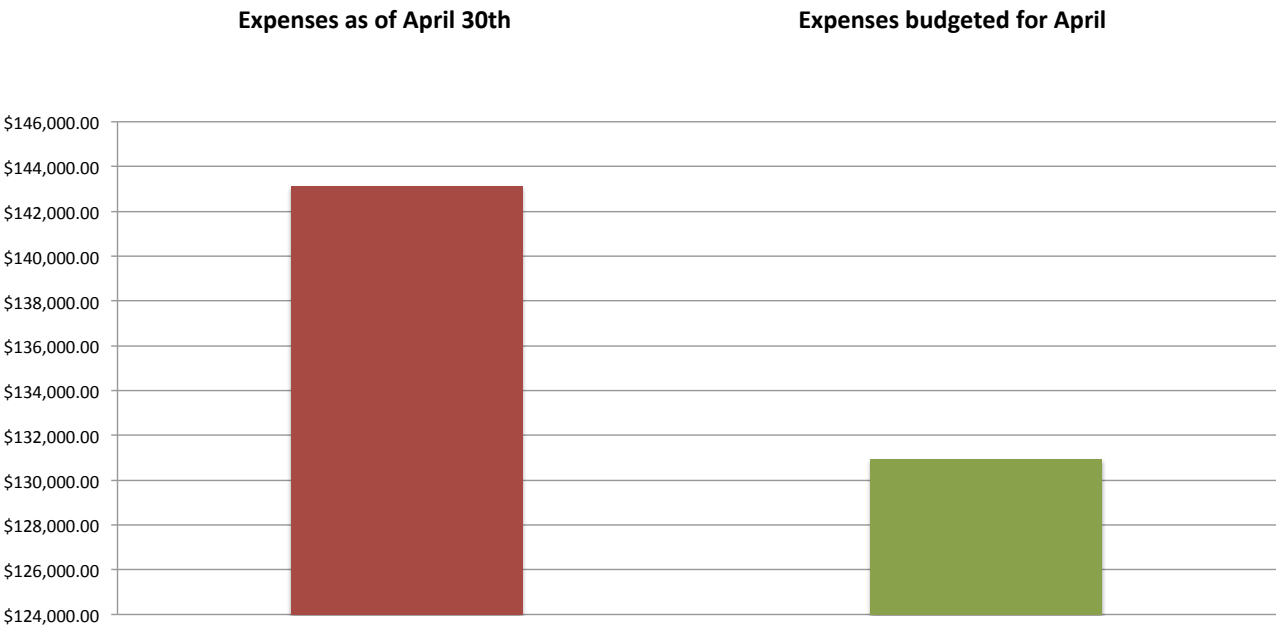


## General Fund Expenses April 30th

Operating Expenses	April 30th	Budgeted April	Notes
<b>Salaries &amp; Wages</b>			
Town Manager	\$22,507.08	\$21,666.67	
Town Clerk	\$11,234.99	\$10,916.46	
Maintenance Man	\$12,179.12	\$11,834.79	
Park & Recreation Administrator	\$0.00	\$1,666.67	
Park & Recreation groomer	\$2,010.00	\$2,166.67	Winter only
Park & Recreation ice rink	\$2,480.00	\$2,166.67	Winter only
Part Time Maintenance Person	\$0.00	\$6,666.67	
Water Technician	\$585.00	\$2,500.00	
Town Marshall	\$1,991.99	\$6,666.67	
Total	\$52,988.18	\$66,251.27	
<b>Employee Taxes &amp; Benefits</b>			
Payroll Taxes	\$4,585.43	\$6,333.62	
Employer PERA	\$2,686.72	\$6,085.25	
Employee Consideration	\$24.70	\$1,733.33	
Employee Health Insurance	\$12,833.60	\$13,901.60	
Employee Life Insurance	\$30.62	\$35.36	
Total	\$20,161.07	\$28,089.16	
<b>Contract Labor</b>			
Town Prosecutor (Part Time)w/attorney	\$0.00	\$500.00	
Municipal Court Judge (Part Time)	\$1,500.00	\$1,500.00	
Town Attorney (Contract)	\$1,570.64	\$6000.00	
Attorney Pass through	\$42,110.27	\$0.00	This is getting reimbursed
Town Planner (Contract)	\$0.00	\$833.33	
Auditor	\$0.00	\$1,628.60	Lump sum payment
Building Inspector (pass through)	\$0.00	\$0.00	
Accounting Services (Contract)	\$0.00	\$833.33	
Total	\$45,180.91	\$11,295.26	
<b>Administrative Costs</b>			
Insurance (CIRSA)	\$4,851.72	\$1,666.67	Lump sum payment
Website - .gov Registrar	\$400.00	\$166.67	Lump sum payment
Advertisements/Agenda	\$0.00	\$100.00	
Supplies	\$2,543.54	\$3,333.33	
Dues & Fees	\$938.00	\$2,000.00	
Travel/Conference Expenses	\$0.00	\$500.00	
Miscellaneous	\$0.00	\$500.00	
Total	\$8,733.26	\$8,266.67	
<b>Utilities</b>			
Electric	\$566.00	\$766.67	
Propane	\$1,420.00	\$1,666.67	
Telephone & Internet	\$1,347.67	\$1,833.33	
Utilities-Other	\$263.61	\$333.33	
Total	\$3,597.28	\$4,600.00	
<b>Vehicle Costs</b>			
Fuel	\$254.94	\$500.00	
Repair & Maintenance	\$0.00	\$333.33	
Total	\$254.94	\$833.33	
<b>Other</b>			
Courthouse Roof Snow Removal	\$0.00	\$1,000.00	
Treasurer Fees	\$634.82	\$666.67	
Sales & Use Tax	\$7,761.80	\$7,500.00	paid back to the state
July 4th Expenses / Town clean up	\$0.00	\$1,166.67	
Excise Tax/Building Permits - pass thru	\$0.00	\$0.00	
Elections	\$0.00	\$666.67	Lump sum payment in Nov.
Rico Cemetery -pass Through	\$3,400.00	\$0.00	
Food Bank	\$436.80	\$0.00	
Traffic Fine-Surcharge	\$0.00	\$625.00	
Total	\$12,233.42	\$11,625.01	
Total	\$143,149.06	\$130,960.70	

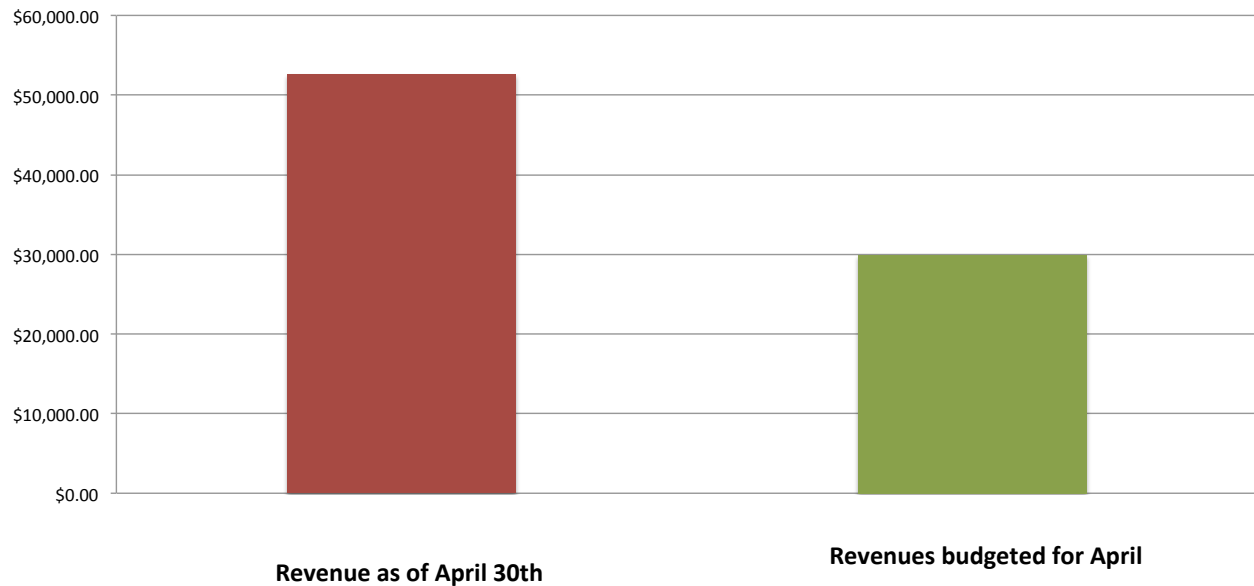


**General Fund Expenses April 30th**



## Street Fund Revenues April 30th

Operating Revenues	Revenue April 30th	Budgeted April	Notes
<b>Operating Revenues</b>			
Property Tax	\$4,325.29	\$3,559.70	This is due in June
Sales & Use Tax	\$3,880.90	\$3,333.33	
Specific Ownership Tax	\$165.51	\$133.33	
Delinquent Tax & Interest	\$0.00	\$0.00	
Franchise Tax	\$3,142.81	\$2,000.00	
Highway Users Tax	\$4,625.36	\$6,000.00	
County R&B Reapportionment	\$11,779.75	\$3,333.33	This is a lump sum payment
Interest	\$13.59	\$15.00	
Miscellaneous	\$0.00	\$0.00	
Rico Center Grant - Plowing	\$9,350.00	\$5,736.01	Winter expense
Rico Center Grant - Loader Repair	\$15,278.38	\$5,736.01	with plowing line item
<b>Total</b>		<b>\$52,561.59</b>	<b>\$29,846.71</b>
<b>Capital Improvement Revenues</b>			
Excise Tax	\$0.00	\$83.33	from building permits
<b>Total</b>		<b>\$0.00</b>	<b>\$83.33</b>
<b>Total</b>		<b>\$52,561.59</b>	<b>\$29,930.04</b>



## Street Fund Expenses April 30th

Operating Expenses	Spent April 30th	Budgeted April	Notes
<b>Labor</b>			
Payroll Transfer	\$11,303.56	\$12,138.70	
Contract Snow Removal	\$10,450.00	\$6,666.67	Winter only
<b>Total</b>	<b>\$21,480.56</b>	<b>\$18,805.37</b>	
<b>Operations &amp; Maintenance</b>			
Fuel	\$1,815.08	\$7,226.13	This bill hasn't come yet
Equipment Repairs & Maintenance	\$7,104.82	\$5,419.60	This is a lump sum payment
Insurance	\$0.00	\$1,666.67	This is a lump sum payment
Supplies	\$184.76	\$833.33	
Electric	\$835.00	\$666.67	
Street Lights	\$376.00	\$400.00	
Utilities - other	\$542.81	\$666.67	
Treasurer Fees	\$86.51	\$100.00	
<b>Total</b>	<b>\$10,944.98</b>	<b>\$14,226.14</b>	
<b>Capital Improvements</b>			
Gravel Project - Various Streets	\$0.00	\$750.00	This is a summer project
Loader Lease	\$23,159.32	\$6,250.00	This is a lump sum payment
<b>Total</b>	<b>\$24,479.32</b>	<b>\$7,250.00</b>	
<b>Total</b>	<b>\$56,904.86</b>	<b>\$40,281.51</b>	

