

Town of Rico Memorandum

Date: September 10<sup>th</sup>, 2020

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

*1. Presentation by the Rico Trail's Alliance*

I have had a request by the Rico Trail's Alliance to make a presentation to the Rico Board of Trustees this month. I am going to be turning the meeting over to Katie Stokes to make the presentation.

*2. Consideration of the approval of the pursuit of a grant application to Colorado Parks and Wildlife for planning the construction of a trail and a bridge that would extend the existing Rio Grande Southern Railroad Grade trail through Mike Popek's property to the USFS property to the south.*

Following direction from the Board of Trustees from last month, I have begun to put together an application for a planning grant from the Colorado Parks and Wildlife for planning the construction of a trail and a bridge on the Dolores Placer (Mike Popek's property). If we are successful in obtaining this grant, it would fund an engineer's construction plan for the abutments of the bridge and a cost estimate along with the necessary environmental assessment. We would be requesting \$17,500 for this work. The required match is 30% or \$7,500. The Rico Trail's Alliance has agreed to contribute \$3,000 in addition to helping with support letters, which can be a challenging part of these applications. It should be noted that when I talked to the Rico Trail's Alliance, I was intending to request a total of \$20,000 rather than \$25,000. I upped the request to \$25,000 subsequent to being alerted by the Trail's Alliance that the environmental assessment that they supplied to the USFS for trail work was \$10,000 rather than my estimate of \$5,000. The stretch of trail that we would be evaluating would be shorter and more impacted by Colorado Highway 145 so I believe that \$25,000 will cover the total cost of the project.

I have included the basic project scope that had to be given to the Colorado Parks and Wildlife staff by September 8<sup>th</sup> in this packet. I have also included a copy of the supporting resolution that the Board will need to sign if we are to proceed with this application. The

suggested motion is to approve or deny the signing of a resolution to support the grant application.

*3. Consideration of a memorandum of agreement with the Rico Trail's Alliance to formalize a cooperative agreement to develop and manage the Rio Grande Southern River trail*

This agreement would formalize the cooperation between the Town of Rico and the Rico Trail's Alliance.

*4. Consideration of signing a recreational easement agreement with Mike Popek for a trail easement across the Dolores Placer.*

Mike Popek emailed a signed easement agreement for a recreational trail easement across his property to the Town. The signed agreement is included in this packet and is awaiting the Town's signature. It is important to note that the Rico Board of Trustees have expressed in both the 2019 & 2020 Work plan that they supported the pursuit of this trail agreement and we have been fortunate to get Mike Popek's cooperation. The suggested motion is to approve or deny the signing of the proposed recreational easement agreement.

*5. Consideration of an emergency reading of the re-adoption of the Model Traffic Code with an exception to establish a speed limit of 15 miles per hour on all roads other than Colorado Highway 145, otherwise known as Glasgow Avenue within the Town of Rico.*

As we discussed last month, speeding in the Town of Rico is a problem. Carol Viner has finished drafting an ordinance that would ensure that the Town of Rico has an enforceable 15 mile per hour speed limit on all streets within Town except Colorado Highway 145 (Glasgow Ave.). I asked her to draft it as an emergency ordinance because the Trustees had discussed it last month before Carol had a chance to draft the ordinance and the Board seemed to be in agreement that 15 miles per hour was an appropriate speed limit for the streets within the Town. The proposed ordinance is included in this packet. The suggested motion is to approve or deny the proposed ordinance.

*6. Consideration of Rico Center Grant Applications*

Based on the Town budget, which we will be discussing later, I would like to submit two applications to the Rico Center for grant funding. One for snowplowing and one for a legal review by Marti Whitmore of the proposed Rico Land Use Code Revisions.

The snowplowing is necessary because as you will see later, our already suffering street fund has been further impacted by a significant reduction in the Highway Users' Tax. If we do not bolster our street fund income with additional money, we will have to start transferring funds from the general fund to the street fund and deplete reserves. While our general fund reserves are fairly healthy, this is not a sustainable situation and money from the Rico Center would help to offset that circumstance.

The second application would be for funding a legal review of the proposed Rico Land Use Code amendments. There has been substantial development pressure on Rico this summer and as a result, inconsistencies and grey areas in our current Land Use Code are being exposed. Especially after last night's three-hour Planning Commission meeting, I believe that it is imperative to resolve these issues and update the Rico Land Use Code prior to next construction season. Carol Viner has had a draft of the revisions that both the Trustees and the Rico Planning Commission have reviewed and discussed in work sessions but she has not reviewed it and she seems to be too busy. A legal review is necessary and Marti is familiar with both the Town of Rico and Land Use issues. I believe that she will do a good job. The suggested motion is to approve or deny moving forward on these applications.

*7. Consideration of an access agreement with Atlantic Richfield for road sampling and potential removal of certain surfaces where lead levels exceed 1700 ppm.*

Atlantic Richfield would like to begin sampling activities on the Rico roads to determine whether or not they exceed the 1700ppm threshold that indicates dangerous contamination and whether or not material that may be taken from the roads as part of the remediation process would be suitable for use as general or structural fill at the St. Louis Tunnel clean-up site north of Town.

Sampling is an important first step in the remediation process for the roads should the Town embark on a VCUP agreement with Atlantic Richfield. It is my understanding that the sampling may take place this fall and with knowledge gathered from the sampling, a remediation program can be generated. This agreement details the testing process and there is a map that shows roads that have tested high in the past. This information may help answer questions that came up in the executive session regarding sampling policies and reliability.

The most recent iteration of the AR/BP proposal would have AR funding a road improvement program but the Town would be expected to manage the project. Details of funding have not been worked out.

There is a possibility that a representative from AR/BP may be at the meeting to answer questions regarding this agreement. The suggested motion is to deny, approve with conditions or table the discussion if there are too many unanswered questions.

*8. Consideration of a change of meeting date to accommodate that October 15<sup>th</sup> 1<sup>st</sup> reading of the Town Budget deadline*

The State of Colorado mandates that a budget be submitted for review by the governing body of a municipality by October 15<sup>th</sup>. I have scheduled a discussion about the budget for this meeting but we may want to continue the discussion into next month, which would mean that we would need to have special meeting of the Board to accommodate both readings of the budget by the second reading deadline of December 15<sup>th</sup>.

*9. Consideration of a transfer of ownership for Motherlode Liquors, applicant Paul Wintin*

The applicant, Paul Wintin would like to reopen Motherlode Liquors and is in need of a transfer of ownership. His documents are in order. The suggested motion is to approve or deny the transfer of ownership.

*10. Consideration of an application of a building height variance on Lot A, Block 29, Jeff Gibson, owner, Robert Trimble and Ben Jackson, applicants*

The applicant, Jeff Gibson would like a height variance for a proposed building on Lot A, Block 29. I have reviewed the application and it is complete and compliant. Relevant portions of the application are attached to this packet including the complete and compliant letter and the narrative. There is a conflict in the building height portion of the Rico Land Use Code. Page II-13 lists the building height in Residential Zone Districts as 30 Feet. Page II-2, Section 204.6 states the following:

The highest point of each roof segment shall not exceed 28 feet as measured from the average height of the supporting points of that roof segment at pre-construction grade. The lowest exposed point of the structure to the highest point of the structure shall not exceed 35 feet of total elevation. For structures with an irregular footprint, the Enforcement Official shall determine the reference points, which meet the purpose of this RLUC. Existing pre-construction grade shall be determined by the Town's two-foot contour maps, as exist or may be amended from time to time, or shall be determined by a survey prepared by a licensed surveyor. Any property owner has the right to challenge reference points determined by the Enforcement Official for structures with an irregular footprint. This challenge must be initiated first through a Variance Application (Section 430, et. al.), and subsequently may be appealed to the Board of Trustees by following RLUC. The following is what the RLUC says about conflicts:



The RLUC addresses conflicts in the following statement:

106.2. Conflict of Laws. Whenever a provision in the RLUC contains any restrictions which covers the same subject matter as another provision herein, or in any law of the Town of Rico, State of Colorado, or United States of America, the provision, regulation, or law which imposes the greater restriction shall govern. The RLUC shall not supercede any private land use regulation in a deed or covenant which is more restrictive than this code.

I have included in this packet comments from neighbors that were noticed and this application provoked a lively discussion at the Rico Planning Commission Meeting. Ultimately the Rico Planning Commission gave conditional approval to the variance if the building could be re-designed at a height of thirty feet. If the revised drawings are available in time, they will be included in this packet. Otherwise we can expect to see them at the meeting. It is worth noting that when the Rico Planning Commission was reviewing the revisions to the Rico Land Use Code, they discussed building heights and the general consensus was that 30 feet was preferable but the absolute height limit of 35 feet remained.

When evaluating a variance application, the following should be considered:

There are special circumstances existing on the property on which the application is made related to size, shape, area, topography, surrounding conditions, access, and location that do not apply generally to other property in the same area and Zone District;

the Variance will not unduly impact such things as: snow removal, streetscapes, separation of buildings for fire protection, and opportunity for off-street parking, which are provided by minimum setbacks; solar access, and protection of neighbors views to the surrounding mountains, which are provided by maximum building heights; continuity of design, minimization of visual impact, and provision of minimal yard area, which is provided by maximum floor areas (particular attention shall be given to the impacts of the Variance on neighbors); and,

the Variance, if granted, will not constitute a material detriment to the public welfare or injury to the use, of property in the vicinity; and,

the Variance is not sought to relieve a hardship to development of the property which has been created by the Applicant; and,

the proposed use is a permitted use in the underlying Zone District.

The suggested motion is to approve, deny, approve with conditions or continue if adequate information has not been supplied by the applicants.

*11. Consideration of an application for setback variances on Lots 19 and 20, Block 1, 39 S. Glasgow, Mesut Cetian, owner, Daniel Mazzotti and Gregg Anderson applicants.*

The applicant, Mesut Cetian is intending to build a café with a living space on the second floor on the vacant lot at 39 S. Glasgow. The application is complete and compliant. As you can see from the site plan, there is a lot going on within the lot lines. I have color coded the site plan to make it a little more legible. The proposed parking is outlined in red. The lot lines are dot dashed yellow lines. The soil treatment area of the septic system is outlined in dashed brown lines. The building is outlined in green and the existing water line is dashed blue.

The Rico Land Code requires that buildings in the Historic Commercial Zone District, be built lot line to lot line with no side yard setback. The applicant is requesting a variance to that requirement and would like to have 5' on either side on the building. When the land use code was written, the intent of the 0 foot setback in this district may have been to retain the historic nature of the commercial core but there has also been some speculation that it was a typo. A letter from one of the neighbors regarding this issue is included in the packet.

This variance application also produced a lively discussion among Planning Commission members. The recommendation for approval by the Rico Planning Commission is conditional upon the applicant constructing the roof in such a manner as to prevent snow shed and other drainage from doing any damage to future neighboring buildings and that the five-foot area between the proposed building and any future building not become a collection area for trash. Further, the variance should not exert any other negative impact to the neighboring property.

The applicant is also requesting a variance to the parking requirements. In the Historic Commercial District, two off-street parking spaces are required per 1000 square feet of commercial space. The café will be 1680 square feet and so would require two off-street parking spaces. Off-street parking requirements for any residential use in the Historic Commercial Zone District are not explicitly stated in the RLUC but in the Commercial Zone District (not the Historic Commercial Zone District), the RLUC requires one vehicle space per 350 feet of floor area. The parcel in question can accommodate two off-street parking spaces as shown on the site plan but the applicants would like to use Campbell Street for five additional spaces.

Citing an advantage to the Town with the construction of five additional parking spaces in the Town right-of-way, The Rico Planning Commission approved recommending this variance to the Rico Board of Trustees.

*12. Consideration of an application for setback variances on Lots 19 and 20, Block 1, 39 S. Glasgow, Mesut Cetian, owner, Daniel Mazzotti and Gregg Anderson applicants.*

This variance request by the applicant is to Colorado Department of Health and Environment Regulation 43 that was adopted by the Town in October of 2017 and involves septic setbacks. Regulation 43 requires 10' setbacks from all lot lines but allows setback variances if there is technical justification by a professional engineer that the variance would result in no greater risk to public health than compliance with the setbacks. In this case, one setback variance request is at the back of the lot (west side) that borders Argentine Alley and the other is the side of the lot the borders Campbell Street (south side). There is a water line in Argentine Alley but the proposed soil treatment area is the required 10 feet from that line. The soil treatment area will be encased on three sides by PVC liner, which will afford further protection to the water line.

I asked Chuck Cousino from the Colorado Department of Health and Environment to review this application because the lot is so constrained that I felt a more experienced set of eyes would be appropriate. I have included in this packet his observations. The applicant has agreed to install bollards as per Mr. Cousino's first suggestion. The other method of incasement to which he refers is the PVC liner. This has been used in Rico in the past. Documentation of waste strengths is typically included in the final septic design and the Planning Commission was assured by the applicant that would be included when the construction plans were produced. The Rico Planning Commission also recommended approval of this variance to the Board of Trustees. Again the Board of Trustees has the option of approving, denying or approving with conditions.

### *13. 2021 Budget*

This is a summary of my draft budget. Line item details are included in this packet and are meant to be reviewed and adjusted by the Board of Trustees.

Total revenues in the General Fund, excluding special projects, are on track to be higher than expected. This is due to both higher sales taxes and an increased property tax valuation. Mineral leasing as expected was lower than the 2020 budgeted amount. The total budgeted amount of revenue for 2020 was \$389,183.18. We are anticipating a total for the year of \$461,591.18. We are expecting \$405,883.16 in 2021.

Total revenues for special projects in 2020 were expected to be \$14,374.43. This money comes from the Rico Center and is earmarked for specific projects, the details of which are itemized in the budget details attached to this packet. We are expecting revenues of \$23,458.00 in 2021.

Labor costs in 2020 are expected to total \$270,188.47. We had budgeted \$325,169.57 for labor. The attorney pass-through line item of \$59,285.56 you see in the budget detail is money that BP reimburses the Town for the Attorney that is advising us on the VCUP process.

Administrative costs, which includes town costs that are not directly related to labor are expected to be \$69,288.28. We had budgeted \$60,300.00. Much of that increased cost is sales and use tax. We are expecting increases in most administrative costs next year and are budgeting \$85,500.00.

There is an itemized list of special projects included in the Special Projects budget detail.

Normal operating water revenues were expected to be \$121,650. They will likely be \$127,344.09. We are budgeting \$126,775.00 for next year. This year we undertook two major projects. One is the tank repair and the other is the meter replacement. The tank repair is expected to cost \$220,000 and the meter replacement is expected to cost \$289,909. Much of the meter replacement cost is funded by a grant from DOLA. Both projects were overdue. We do not expect to engage in any major projects next year.

As anticipated, street fund revenues are down. The Highway Users Tax is expected to be about two thirds of what we budgeted. Overall, street fund revenues are expected to be \$87,970.50. Expenses are expected to be \$100,592.54. We have budgeted \$116,067.31 for next year. Fuel costs and other costs are expected to go up.

Parks, Open Space and Trails revenues are higher than expected. This is due to a sales tax increase over last year. We budgeted \$11,535.00 and we expect to get \$14,317.07.

We spent less than anticipated. We budgeted \$31,950 but are only likely to spend \$16,799.45. This is due to a reduction in administrative and labor costs. We are budgeting \$34,750.00 for next year's expenses.

While some revenues are going up, overall, the Town is spending more than it is earning and we are eating away at our reserves, especially in the street fund. We are in dire need of some help for Dennis and I do not believe that we can attract anyone capable without offering at least \$30.00 an hour. As you all know, the Town Shop needs to be replaced. While there is likely grant funding to replace it, matches are necessary to obtain grants. Our water use fees are not really keeping up with the expense of maintaining the system. Things like tank repairs and other repairs are on-going. If development applications are any indication, Rico is getting busier but so far this activity has just strained the system further without adding any significant increase in tax dollars. The way Town finances are going is not sustainable. We need a mill levy increase for the street fund and water user fee increases for the water system. To fix the shop and maintain the street fund, I believe that we need an additional \$120,000 per year, which would equate to 20 mills.

Increasing taxes requires a vote and if we are to do this, we would need to put the mill levy on the 2021. I realize that increased fees and taxes are a hard sell but I do not see any way around it if Rico is to maintain as a functioning town.

*14. CDOT Sidewalk work*

CDOT is intending to build sidewalks in the commercial core of Rico. This work will likely start in 2021. I have included drawings in this packet.



## **Basic Project Scope and Map for the Rio Grande Southern Connection**

**Applicant Name:** Town of Rico

**Mailing Address:** P.O. Box 9, Rico Colorado, 81332

**Primary Contact Name:** Kari Distefano

**Title:** Town Manager

**Telephone:** (970) 967-2863

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

**Project Manager:** Kari Distefano

**Mailing Address:** P.O. Box 9, Rico Colorado, 81332

**Telephone:** (970) 967-2863

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

**Primary Partner:** Rico Trail's Alliance

**Mailing Address:** P.O. Box 25, Rico Colorado, 81332

**Primary Contact Name:** Alex Wing

**Title:** President

**Telephone:** (719) 238-0120

**Email:** [info@ricotrailalliance.org](mailto:info@ricotrailalliance.org)

**Grant Request:** \$17,500

**Match Amount:** \$7,500

**Total Project Cost:** \$25,000

## **Project Description:**

The Town of Rico and the Rico Trail's Alliance are seeking funding to facilitate the planning of a trail that would connect an existing trail that runs along the historic Rio Grande Southern (RGS) Railroad grade within the Town of Rico through a parcel of private property to the south of Town to the portion of the RGS Trail that is on San Juan National Forest property.

**Who:** The Town of Rico and the Rico Trail's Alliance will be partnering in this undertaking. The Town of Rico is a small town located in the Southern San Juan Mountains. The Rico Regional Master Plan cites a commitment to trail construction as a part of the objectives listed in the section that addresses Parks, Open Space and Trails. The Rico Trail's Alliance includes in their mission statement "to promote local and regional trail systems in and around Rico Colorado."

**What:** Constructing the proposed trail connection between the RGS Trail within the Town of Rico and the portion that lies on the San Juan National Forest to the south will require the

installation of approximately 4150 lineal feet of naturally surfaced single tract and a prefabricated bridge across the Dolores River. The scope of work for this planning grant application is hiring a contractor to do an environmental assessment and hiring an engineer to produce a set of construction plans for the bridge that would enable us both to get accurate cost estimates and to hire a contractor to construct the abutments. The goal of this project is to prepare for the final construction of the connecting trail.

**Where:** The project will take place on a privately owned parcel known as the Dolores Placer that lies to the south of the Town of Rico. The Town is in the process of securing an easement across this parcel and we expect to have a signed easement on September 16th. Please see the attached map for the location of the trail.

**Regional Wildlife Contact:** Project manager Kari Distefano contacted the regional wildlife manager Matt Sturdevant on September 1<sup>st</sup>. He explained what information he would need when evaluating potential impacts on wildlife. **A portion of the scope of work for this planning grant application would be to determine environmental impacts, including those to wildlife.**

The following is from an evaluation of the area conducted by SGM Engineering in 2018 as a part of a sanitary sewer preliminary engineering report. This limited evaluation was completed using existing information, both from previous studies completed for the Town, and otherwise available data (e.g., Goggle Earth, National Wetland Inventory, etc.).

- Goggle Earth Pro
- NRCS Websoil Survey (<https://websoilsurvey.sc.egov.usda.gov>)
- National Wetland Inventory
- USFWS IPAC database
- Colorado Parks and Wildlife database
- CNHP database

No fieldwork was conducted.

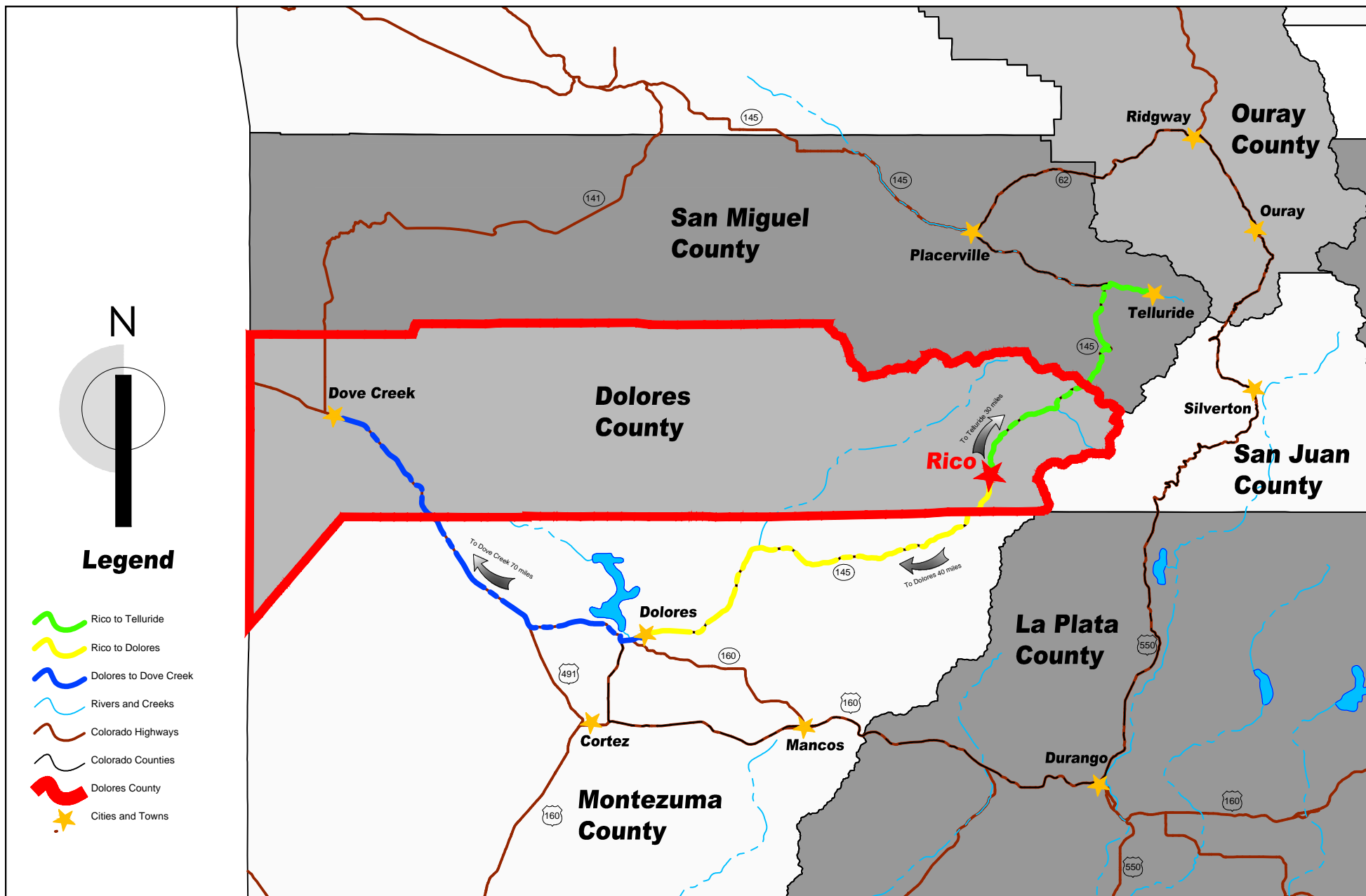
CPW DATA	
BFT Bat Overall Range	X
Bighorn Overall Range	X
Black Bear Human Conflict Area	X
Black Bear Overall Range	X
Black Bear Summer Concentration	X
Elk Overall Range	X
Elk Summer Concentration Area	X
Elk Summer Range	X
Lynx potential habitat	X
Mountain Lion Overall Ranch	X
Mule Deer Overall Range	X

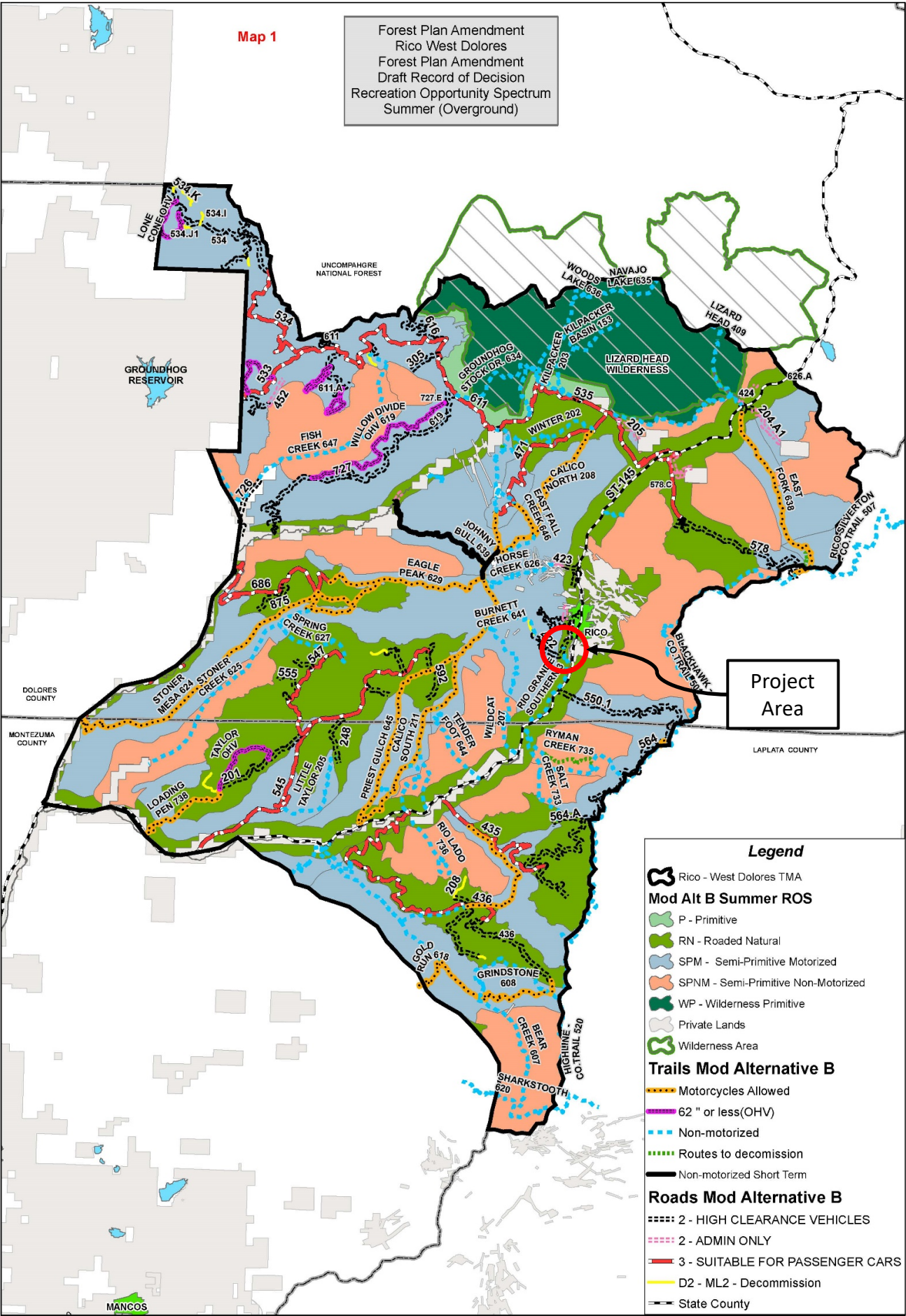
Mule Deer Summer Range	X
Plateau Striped Whiptail Overall Range	X
River Otter Overall Range	X
Terrestrial Garter snake Overall Range	X
Turkey Overall Range	X

<b><u>USFWS IPAC Report Summaries</u></b>	
Canada Lynx	Threatened
North American Wolverine	Proposed Threatened
Mexican Spotted Owl	Threatened
*Bonytail Chub	Endangered
*Colorado Pikeminnow	Endangered
*Humpback Chub	Endangered
*Razorback Sucker	Endangered
Brown-capped Rosy-finch	Migratory Bird
Rufous Hummingbird	Migratory Bird

\*Fish- species only needs to be considered if the following condition applies: Water depletions in the upper Colorado River basin adversely affect this species and its critical habitat. This species does not need to be considered if the project is outside of its occupied habitat and does not deplete water from the basin.







The USFS and DLM attempt to use the most current and complete geospatial data available. Geospatial data accuracy varies by theme on the map. Using the map for other than their intended purpose may yield inaccurate or misleading results. The USFS and DLM reserve the right to correct, update, or modify geospatial inputs without notification.



BB-00-C-119, 2017 7/04





Southern Rico Town Limits

USFS

USFS

USFS

Popek

RGS Grade

Blue shaded area is last remaining private parcel to complete RGS grade link through Dolores County

RGS Bridge 68-A

Coke Ovens

USFS

Popek

USFS





September 10, 2020

Board of Trustees

Town of Rico, Colorado

Dear Trustees:

The purpose of this letter is to provide the Board of Trustees with some brief background information on the Rico Trails Alliance ("RTA") and the history of the joint USFS/Town/RTA river trail project.

RTA was formed in 2017 by a group of Rico trails enthusiasts in order to establish and maintain a network of non-motorized trails in and around the Town of Rico in partnership with the Town and the U.S. Forest Service ("USFS"). RTA's top trail project priority is a multi-use river corridor trail along the Rio Grande Southern ("RGS") railroad grade that runs through the Town's River corridor dedication area south along the east fork of the Dolores River and terminates at the Dolores Montezuma County Line ("RGS River Trail").<sup>1</sup>

In August of 2018, the USFS issued a Record of Decision for its Rico-West Dolores Roads and Trails Travel Management Project. With input from RTA, the USFS identified the RGS grade as a critical non-motorized link. The Town's Board of Trustees unanimously supported designation of the RGS grade as a USFS trail area because it enhances and extends the Town's River corridor dedication project by over 4.5 miles south of Town. *(See attached July 25, 2017 letter from Town to USFS, highlight added).* The Town's River corridor dedication project is nearing completion after years of work. In a September 2019 Scoping Notice for the Rico Trails Project, the USFS formally initiated the planning process for designating the RGS River Trail as a multi-use non-motorized forest system trail on USFS lands. RTA and the Town have since participated in multiple comment periods and RTA has spent much time fundraising and gathering public support for the project.

Local hikers, runners, mountain bikers and fly fishers have recreated in this area for decades. Compared to the steep surrounding terrain, the gentle RGS grade is accessible to all users. From beginner and intermediate hikers, cyclists and nordic skiers to families with small children or even senior users, the RGS will round out Rico's recreation opportunities. This combined with the historic structures that dot the RGS grade (i.e., stone coke ovens, coal chutes, railroad trestle remnants, etc.) make the RGS River Trail an incredible amenity and conservation opportunity for the Town and surrounding areas.

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<sup>1</sup> RTA's other two major USFS trail projects are Circle Trail extending from the Colorado Trail down to Town and a reroute of the Ryman Creek Trail, which extends between the Colorado Trail and Highway 145 about 4.5 miles south of Town.

**TOWN OF RICO**  
**DOLORES COUNTY, COLORADO**  
**INCORPORATED OCTOBER 11, 1879**  
**2 North Commercial Street**  
**Post Office Box 9**  
**Rico, Colorado 81332**  
**Office # 970.967.2861**  
**Fax # 970.967.2862**  
[www.ricocolorado.org](http://www.ricocolorado.org)

July 25, 2017

Dolores Public Lands Office  
Derek Padilla, District Ranger  
29211 Highway 184  
Dolores Colorado 81323

Dear Mr. Padilla,

The Town of Rico Board of Trustees is withdrawing the Town of Rico comment letter dated January 26, 2015 regarding the Rico-West Dolores Roads and Trails (Travel Management) Project. We have decided to limit our comments to just those aspects of the proposal that directly impact the Town of Rico. The Horse Creek Trail, the Burnett Creek Trail and the Rio Grande Southern all lie immediately adjacent to the Town of Rico. With this in mind, we offer these comments.

Rico is the only town municipality entirely enveloped by the Travel Management Project area we hope our comments will be given weight. We agree with Alternative B (Proposed Action) with the following exception:

ALTERNATIVE B allows motorized use of Burnett Creek and closes Horse Creek to motorized use. It is the Town of Rico's strong preference to reverse this. Horse Creek, as opposed to Burnett Creek, is the most appropriate point for motorized ingress and egress between the Calico Trail and Highway 145. Over the last 5 to 7 years, the lower section of Horse Creek Trail has been widened and graded to accommodate motor vehicles. Horse Creek is the quickest route down from the Calico Trail to Highway 145, and a staging area exists along Highway 145 at Horse Creek's entrance. Prohibiting motorized use of Burnett Creek will protect the quiet residential neighborhood of West Rico from the dust, traffic, noise and safety problems that occur with motorized use of Burnett Creek.

The Rio Grand Southern 3 appears to be that portion of the historic railroad grade that runs through the East Dolores River between the bridge at the Montezuma/Dolores county line and Rico. ALTERNATIVE B currently identifies it as a trail allowing non-motorized vehicle use. We applaud the addition of trails in our region and we encourage you to keep this trail as a non-motorized trail. Allowing motorized use in this area poses

serious safety concerns. Vehicles tend to increase their speed on this relatively flat and straight trail. Combining motorized and non-motorized use in this area is hazardous. Moreover, linking Rio Grand Southern 3 and the Burnett Creek Trail, if motorized, would route even more off-road vehicles through the West Rico neighborhood, exacerbating noise, dust, traffic impacts (and safety concerns) in this densely populated area.

## RECREATIONAL TRAIL EASEMENT

This RECREATIONAL TRAIL EASEMENT ("**Trail Easement**") is made and entered into by and between the Town of Rico, a Colorado home rule municipality and political subdivision of the State of Colorado ("**Grantee**"), whose legal address is PO Box 9, Rico, Colorado 81332, and Michael Popek and Alana Karen (collectively "**Grantor**"), whose legal address is 959 Waverly Street, Palo Alto, CA 94301. Grantee and Grantor may sometimes singularly be referred to as a "Party" or collectively be referred to as the "Parties."

### RECITALS:

A. Grantor owns certain real property legally described in Exhibit A1 and A2, attached hereto and incorporated herein by this reference ("**Grantor's Property**").

B. Grantor and Grantee desire to establish a perpetual, nonexclusive public trail easement across Grantor's Property in the location depicted and described in the attached Exhibit B attached hereto and incorporated herein by this reference.

NOW THEREFORE, in consideration of the terms and conditions of this Trail Easement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the Parties agree as follows.

### AGREEMENTS:

1. Grant of Trail Easement. Grantor hereby grants, quitclaims, conveys, assigns, establishes, and creates to and for the benefit of Grantee, for Grantee's and the public's use and the use of Grantee's agents, contractors and employees, a perpetual, non-exclusive public recreational trail easement over and across Grantor's Property for pedestrian, bicycle and other non-motorized mechanical means of conveyance and for trail and infrastructure installation and maintenance within the area depicted on Exhibits B ("**Trail Easement**"). In granting the Trail Easement, Grantor expressly represents, and Grantee acknowledges, that Grantor does not: (a) extend any assurances that the Trail Easement area is safe for any purpose; (b) confer upon any person using the Trail Easement the legal status of an invitee or licensee to whom a duty of care is owed by Grantor; (c) assume any responsibility or incur an liability for any injury to person or property or for the death of anyone caused by an act or omission of such person.

2. Restrictions on Use. Camping, campfires, hunting, livestock and equestrian uses shall not be permitted in the Trail Easement area. Except as set forth in sections 4 and 5 below, motorized use shall not be permitted in the Trail Easement area.

3. Grantor's Rights. Grantor reserves the right of ownership, use, and occupancy of Grantor's Property, insofar as the ownership, use, and occupancy does not materially impair the rights granted to Grantee herein. Without limiting the foregoing, Grantor may install utility and cable lines, paving, and landscaping, fencing and other improvements so long as the same do not interfere with Grantee's use of the designated Trail Easement area on Grantor's Property. Moreover, Grantor may remove or plow snow from driveway areas, grade and/or pave driveway

areas, and nothing in this Agreement shall be construed to limit Grantor's right to modify the circulation of automobile or pedestrian traffic within Grantor's Property, provided that use of the Trail Easement is not materially diminished, unreasonably interfered with, or causes a violation of applicable law.

4. Construction of Trail Improvements. A trail currently exists only on portions of the Trail Easement area. Grantee has the right to clear brush, rocks and stumps, and in that portion of the Trail Easement area where no trail currently exists, to construct a single tract dirt trail ("**New Trail**") as well as a pedestrian/bicycle bridge to be constructed/installed across the East Fork of the Dolores River in the historic bridge location shown on Exhibit B. Unless waived by Grantee, construction of the bridge shall not occur prior to issuance of the U.S. Forest Service's approval designating a non-motorized trail extending from the north and south ends of the Trail Easement area. Grantee shall construct and maintain the New Trail in a manner to minimize erosion. Prior to constructing/installing a bridge, Grantee shall provide written notice to Grantor, which includes the bridge's design and specifications, and a cost estimate for the bridge, and Grantor shall have ten (10) days within which to approve the bridge design, which approval shall not be unreasonably withheld. Said written notice and Grantor's response may be sent via email. Grantor's failure to respond to Grantee's notice within two (2) weeks shall be deemed an approval. In the event Grantor responds to Grantee citing concerns with the bridge design, Grantor and Grantee shall negotiate in good faith to resolve such concerns. At the north and south ends of the Trail Easement area just inside Grantor's Property's boundaries, Grantee shall install gates and/or boulders and signage to block and prohibit unauthorized motorized access. Grantor shall have the opportunity to approve all signage prior to installation, which approval shall not be unreasonably withheld. All trail improvements shall be constructed at Grantee's sole cost and expense, except for the Bridge Upgrade, if any. Motorized tools, vehicles and equipment may be used for construction and installation of the trail improvements authorized herein. Upon substantial completion of the construction of the New Trail, Grantee shall send written notice of completion to Grantor ("**Notice of Completion**") notifying Grantor that the New Trail is substantially completed. The Notice of Completion shall be accompanied by a "**Notice of Location**" in which the Grantee's surveyor depicts and legally describes the "as-built" location of the New Trail and which shall be recorded as an amendment to Exhibits B hereto. Not less than twenty (20) days following the provision of the Notice of Completion and Notice of Location, Grantee is authorized and directed to sign and record the Notice of Location. A copy of the recorded Notice of Relocation shall be delivered to Grantor.

5. Trail Relocation. If the location of the Trail Easement interferes with Grantor's use and development of the Grantor's Property, Grantor may require Grantee to relocate the Trail Easement to another portion of the Grantor's Property as reasonably and mutually determined by Grantor and Grantee at the cost of the Grantee in a manner which does not require relocation of Grantee's adjoining sections of trail on adjacent properties and which does not require relocation of the bridge. In the event that the Trail Easement is relocated, Grantor shall be authorized to record a modification/supplement to this Agreement revising the Trail Easement area, which Grantee shall promptly execute and deliver to evidence such relocation, which consent and delivery shall not be unreasonably withheld, delayed or otherwise conditioned. Nothing herein shall limit or preclude the ability of Grantor to develop the Grantor Property, provided Grantor has reasonably identified an alternative for the Trail Easement.



6. Maintenance of Trail Easement Area; Grooming. Grantee, at its sole cost and expense, shall be responsible for maintaining the trail and other trail improvements located in the Trail Easement area in reasonably good condition. Motorized tools, vehicles and equipment may be used for such maintenance. During the months of November through March each winter, Grantee shall be permitted to groom the trail for Nordic recreation, including but not limited to Nordic skiing, snow shoeing, fat biking and other non-motorized use ("**Nordic Grooming**"). Nordic Grooming may only occur between the hours of 8am and 9pm.

7. Suspension of Easement. Grantor reserves the right to suspend use of the Trail Easement upon any of the following occurrences:

7.1 In the event that Grantee fails to substantially and promptly perform any of the Grantee's obligations hereunder;

7.2 In the event that the Easement Area is repeatedly used for other than the Authorized Uses; or

7.3 In the event that Grantee fails to obtain or maintain the Insurance Coverage as described in Section 13 below.

8. Denial of the Use of the Easement by Grantor. If the suspension is due to one of the causes set forth in 7.1 through 7.2 above, Grantor shall deliver written notice to Grantee itemizing the specific violation under the terms of this Agreement, or the specific instances of trespassing or interference. Thereupon, Grantee shall have thirty (30) days from the date of the notice to in good faith comply with the notice and cure the violation or to provide assurances acceptable to Grantor that the trespasses or interferences will cease. If Grantor fails to either cure the violation or provide such assurances within that time frame, the Grantor may suspend use of the Trail Easement until such violation is cured or such assurances are provided to Grantor's reasonable satisfaction. If the Grantee fails to obtain or maintain the Insurance Coverage, then any rights to use the Easement shall be immediately and automatically suspended until such time as the Insurance Coverage is in force and proof thereof has been furnished to the Grantor. In addition, in the event the Colorado Landowner Protection Statutes, defined in Section 12 below, in effect as of the date hereof, are amended or repealed in whole or part, which amendment or repeal, in the reasonable judgment of the Grantor reduces or terminates the liability protections afforded Grantor, then unless and until Grantee is able to obtain additional liability insurance coverage, which to Grantor's reasonable satisfaction fully protects Grantor against additional exposure, Grantor may, upon written notice to Grantee, immediately suspend the Easement and prevent further use of any or all of the Easement Area until and unless Grantee obtains such additional liability insurance coverage, reasonably acceptable to the Grantor.

9. Default. In the event of a default by either Party under this Trail Easement in the observance or performance of any of the covenants or other provisions here to be observed or performed by such Party, if such default is not cured within sixty (60) days after notice to defaulting Party (or if such default is incapable of cure within such 60-day period and defaulting Party commences to cure within such 60-day period and thereafter diligently and continuously takes

action to effect a cure), the non-defaulting Party shall have the following remedies: (a) to cure, if capable of cure, the breach by the defaulting Party, with the right of reimbursement from the defaulting Party for all reasonable costs and expenses incurred in connection with such cure, including reasonable legal fees; (b) an action for specific performance and/or injunction; and (c) an action for actual damages. No breach of this Trail Easement shall entitle any party to consequential, incidental, economic, treble or punitive damages or to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have by reason of any breach of this Agreement.

10. Mechanic's Liens. Grantee shall not permit any mechanic's liens to be placed upon the Grantor's Property in connection with construction and maintenance performed by or on behalf of Grantee in conjunction with the Trail Easement.

11. Notices. All notices and other communications required or permitted under this Trail Easement shall be in writing and shall be (a) personally delivered, (b) deposited with a nationally recognized overnight delivery service that routinely issues receipts, or (c) given by registered or certified mail. Any such notice or other communication shall be effective when such notice is delivered to the addresses set forth above. Any Party, by ten (10) days' prior written notice given as set forth above, may change the address to which future notices or other communications intended for such Party shall be sent.

12. Landowner Protection Statutes; Indemnification. In granting and accepting the recreational Trail Easement, the Parties intend to avail themselves of the maximum immunities, benefits and protections available to each of them pursuant to the public recreational use statute, CRS §33-41-101 *et seq.*, the Colorado landowner liability statute, CRS §13-21-115, and the Colorado Governmental Immunity Act, CRS §24-10-114 (collectively the "**Colorado Landowner Protection Statutes**"). Nothing in this Agreement is intended to waive any limits on liability afforded to the Parties under the Colorado Landowner Protection Statutes. By granting the Trail Easement, Grantor shall have no obligation to repair, clear or otherwise maintain the Trail Easement area, or to insure or indemnify Grantee or the public for any injury, claim or damage to any person or property whether alleged to have occurred as a result of use of the Trail Easement for public non-motorized trail or otherwise, or due to the condition of the road or trail, unless the need therefore is caused by grantor, in which case Grantor shall perform the maintenance or care so required. To the extent allowed by law, Grantee hereby agrees to defend and hold harmless Grantor and Grantor's heirs, successors and assigns to the full extent allowed under Colorado law, from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs and expenses of any kind or nature (including those involving death, personal injury or property damage and including reasonable attorney's fees) arising from or incurred in any way in connection with the use of the Trail Easement by anyone, including members of the general public, excepting any such claims or losses which may arise direction from the willful, intentional, reckless, or grossly negligent acts of Grantor, its agents or employees, or other claims as described in CRS §33-41-104(1). Grantee may satisfy this obligation by maintaining comprehensive public entity liability insurance coverage to which the Grantor is named as an additional insured.

13. Insurance. Grantee shall obtain and maintain insurance and name Grantor as an additional insured on its general liability insurance policy, which shall cover those claims and

liabilities arising in connection with any use of the Trail Easement by Grantee, its citizens, residents, visitors, licensees and invitees and any other person. The limits of such insurance coverage must meet or exceed liability limits allowed from time to time under the Colorado Governmental Immunities Act (“**Insurance Coverage**”). Upon written request from Grantor, Grantee shall provide a certificate of the Insurance Coverage. The Insurance Coverage shall provide that Grantor shall receive notice of cancellation of Grantee’s policy at least 30 days prior to its termination. Without limiting Grantee’s Insurance Coverage obligations, Grantor may also obtain and maintain its own insurance coverage.

14. Modification. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument duly executed by the Parties hereto or such others as may from time to time own an interest in the respective Properties.

15. Entire Agreement. This Agreement constitutes and incorporates the entire agreement among the Parties hereto concerning the subject matter of this Agreement and supersedes any prior agreements concerning the subject matter hereof.

16. Attorneys’ Fees. If any action is commenced between the Parties concerning this Agreement or for the enforcement of rights and duties of any Party pursuant to this Agreement, the court shall award the substantially prevailing Party in the action its reasonable attorneys’ fees in addition to any other relief that may be granted.

17. Severability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

18. Successors and Assigns/Covenants Run With Land. The terms and conditions of this Agreement bind and inure to the benefit of the Parties, and their respective successors, assigns and personal representatives. The Trail Easement granted herein shall constitute a covenant running with the land and shall bind Grantor’s Property described herein and inure to the benefit of and be binding upon the Parties, their grantees, and respective successors and assigns, and any persons claiming by, through or under them.

19. No Waiver. No provision of this Agreement may be waived except by written instrument signed by the Party to be charged with such waiver. Waiver by any Party of any agreement, condition, or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Agreement.

20. Construction of Agreement. This Agreement resulted from review and negotiations between the Parties and their attorneys. This Agreement will be construed to have been drafted by all of the Parties so that the rule of construing ambiguities against the drafter will have no force or effect.

21. Governing Law. This Agreement shall be governed by and construed in accordance

with the laws of the State of Colorado, without reference to conflicts of law principles.

22. Authorization. Each Party is authorized and empowered to execute this Agreement and all necessary corporate or partnership action has been taken to authorize execution of this Agreement.

23. Execution. The Parties shall execute and deliver such further documents as may be reasonably required in order to effect the intent of this Agreement.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original and all of which when taken together shall constitute one and the same instrument; provided, however, that this Agreement will not become binding upon any Party unless and until executed (whether or not in counterpart) by all the Parties.

25. Facsimile/E-Mail. Original signatures of the parties hereto on copies of this Agreement transmitted by facsimile or e-mail shall be deemed originals for all purposes hereunder and such copies shall be binding on all parties hereto.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

**GRANTEE:**

Town of Rico

By: \_\_\_\_\_  
Barbara Betts, Mayor

STATE OF COLORADO                    )  
COUNTY OF DOLORES                 )

Subscribed to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020  
by Barbara Betts as Mayor of the Town of Rico, a home rule municipality and political  
subdivision of the State of Colorado.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

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



GRANTOR:

[Signature]  
Mike Popek

[Signature]  
Alana Karen

STATE OF CA )

COUNTY OF Santa Clara )

Subscribed to and acknowledged before me this 04 day of Sept., 2020  
by Mike Popek and Alana Karen

Witness my hand and official seal.

My commission expires: 08/30/2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

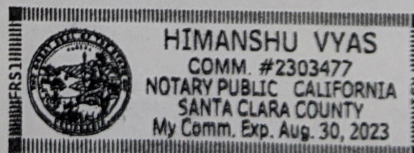
[Signature]  
Notary Public

State of California  
County of Santa Clara

Subscribed and sworn to (~~or affirmed~~) before me  
on this 04 day of Sept., 2020, by  
Michael Popek & Alana Karen,  
proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature:

[Signature] (Seal)





## EXHIBIT A-1

A tract of land in Section 2, Township 39 North, Range 11 West, N.M.P.M., which is all that part of the Dolores Placer Claim, U.S. Mineral Survey #336, located in the Pioneer Mining District, lying West of Colorado Highway 145, being more particularly described as follows:

Beginning at a point in said Section 2, which is Corner No. 5, Dolores Placer Claim, U.S. Mineral Survey #336, from which point the Northeast Corner of said Section 2 bears North  $61^{\circ}51'04''$  East a distance of 961.68 feet and from which point U.S.L.M. #3 bears South  $77^{\circ}28'58''$  East a distance of 923.03; thence South  $80^{\circ}33'36''$  East a distance of 334.30 feet along the North line of the Dolores Placer Claim, U.S. Mineral Survey #336, to a point on a fenceline; thence South  $12^{\circ}25'51''$  West a distance of 126.82 feet along a fenceline; thence South  $79^{\circ}47'45''$  East a distance of 139.65 feet along a fenceline to the West right of way of Colorado Highway 145; thence 337.45 feet along the arc of a curve to the right with a radius of 1843.86 feet, the long chord of which bears South  $22^{\circ}28'03''$  West a distance of 336.98 feet along the right of way of Colorado State Highway 145; thence South  $27^{\circ}43'30''$  West a distance of 196.50 feet along the West right of way of Colorado State Highway 145; thence South  $28^{\circ}43'30''$  West a distance of 165.50 feet along the West right of way of Colorado State Highway 145; thence South  $24^{\circ}43'30''$  West a distance of 69.00 feet along the West right of way of Colorado State Highway 145; thence 444.58 feet along the arc of a curve to the left with a radius of 1498.39 feet, the long chord of which bears South  $16^{\circ}13'28''$  West a distance of 442.95 feet along the West right of way of Colorado State Highway 145; thence South  $07^{\circ}43'30''$  West a distance of 69.00 feet along the West right of way of Colorado State Highway 145; thence South  $03^{\circ}43'30''$  West a distance of 675.41 feet on the West right of way of Colorado State Highway 145; thence West a distance of 704.83 feet to the West line of the Dolores Placer Claim, U.S. Mineral Survey #336; thence North  $0^{\circ}10'45''$  East a distance of 387.00 feet along the West line of the Dolores Placer Claim, U.S. Mineral Survey #336, to Corner No. 4 of the Dolores Placer Claim, U.S. Mineral Survey #336; thence North  $24^{\circ}38'13''$  East a distance of 1845.25 feet along the West line of the Dolores Placer Claim, U.S. Mineral Survey #336, to Corner No. 5, Dolores Placer Claim, U.S. Mineral Survey #336, the point of beginning, County of Dolores, State of Colorado.

LESS AND EXCEPT that portion of the above named mining claim, if any, within overlapping mining claims.

## EXHIBIT A-2

A tract of land in Section 2, Township 39 North, Range 11 West, N.M.P.M., Dolores County, Colorado, which is all that part of the Dolores Placer Claim U.S. Mineral Survey #336, located in the Pioneer Mining District of Dolores County, Colorado, lying West of Colorado Highway 145, being more particularly described as follows:

Beginning at a point in Section 2, Township 39 North, Range 11 West, N.M.P.M., Dolores County, Colorado, which is Corner No. 3, Dolores Placer Claim U.S. Mineral Survey #336, from which point the Northeast corner of said Section 2 bears N20°43'28"E a distance of 4588.97 feet;  
thence N0°10'45"E a distance of 1774.12 feet along the West line of the Dolores Placer Claim U.S. Mineral Survey #336, to Corner No. 4 of the Dolores Placer Claim U.S. Mineral Survey #336;  
thence East a distance of 704.83 feet to the West right-of-way line of Colorado Highway 145;  
thence S03°43'30"W a distance of 1613.59 feet along the West right-of-way of Colorado Highway 145;  
thence S02°16'30"E a distance of 150.00 feet along the West right-of-way of Colorado Highway 145;  
thence N86°16'30"W a distance of 25.00 feet along the West right-of-way of Colorado Highway 145;  
thence S03°43'00"W a distance of 118.78 feet along the West right-of-way of Colorado Highway 145 to the South line of the Dolores Placer Claim U.S. Mineral Survey #336;  
thence N79°55'27"W a distance of 587.92 feet along the South line of Dolores Placer Claim U.S. Mineral Survey #336 to the point of beginning,  
County of Dolores, State of Colorado.

# Popek Traille.

Exhibit for Easement Agreement

Google Earth



## Legend



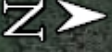
-  Popek Property Line
-  Trail Alignment 07-16-2020

EXHIBIT B

2000 ft





## MEMORANDUM OF UNDERSTANDING RGS River Trail

This MEMORANDUM OF UNDERSTANDING (“**MOU**”) is entered into by and between the Town of Rico, a Colorado home rule municipality (“**Town**”) and the Rico Trails Alliance, a Colorado 501(c)(3) non-profit corporation (“**RTA**”). RTA and the Town are collectively referred to herein as the parties.

### 1. PURPOSE:

The purpose of this MOU is to formalize a cooperative relationship between the Town and RTA for development and management of a non-motorized trail extending from within the Town’s River Corridor south to the boundary of Dolores County and Montezuma County (“**RGS River Trail**”) as set forth herein.

### 2. AUTHORITY OF TOWN:

Section 1.2 of the Town’s Home Rule Charter authorizes the Town to carry out all municipal functions, including but not limited to adoption and implementation of a master plan. The Rico Regional Master Plan (“**Master Plan**”) applies both in Town and to the Rico Growth Boundary which includes lands in the East Fork of Dolores River drainage within three (3) miles of the Town boundary. An entire section of the Master Plan, Article VI, is devoted to open space, recreation and trails. The Master Plan’s stated goals, objectives and policies include the following:

*Promote the viability of public community spaces, including but not limited to ... the River Corridor... Article III, Goal A, Policy 5.*

*Preserve areas along the Dolores River ... for open space/recreation. Article V, Goal B, Policy 3.*

*Create trail systems that connect development with the natural environment. Article VI, Objective 2.*

*Preserve natural areas characterized by... current or potential recreational uses. Article VI, Goal A, Policy 4.*

*Preserve open space areas for recreational use, such as hiking, bicycling, horseback riding, nature studies, fishing, and individual escape and introspection. Article VI, Goal A, Policy 5.*

*Maintain and ensure public access to open space areas. Article VI, Goal A, Policy 1.*

*Establish a plan for regional trails that promotes convenient access of existing and future neighborhoods to surrounding natural areas and promotes separation of passive recreation from motorized activities. Article VI, Goal B, Policy 4.*

*Provide easy access to the network of trails for existing and future development and for visitors in the Rico region. Article VI, Goal C, Objective 1.*

*Acquire property and/or easements from private property owners as identified to establish a trail system. Article VI, Goal C, Policy 1.*

*Coordinate trail planning and development with the U.S. Forest Service. Article VI, Goal C, Policy 3.*

*Establish a fund and a volunteer program for trail maintenance. Article VI, Goal C, Policy 4.*

### 3. MISSION OF RTA:

RTA is a 501(c)(3) non-profit corporation formed in 2017 by a group of local outdoor recreationalists pursuant to the Colorado Revised Nonprofit Corporation Act. Its mission is *“to promote local and regional trail systems in and around Rico, Colorado, with a focus on access, development and use of non-motorized trails.”* To this end, RTA works with the Town, private property owners and the US Forest Service to establish and maintain a trails network in and around the Town of Rico.

### 4. MOU OBJECTIVE:

The objective of this MOU is to identify the basis for the Town and RTA’s cooperative efforts to fund, develop and maintain the RGS River Trail located in the Town’s River Corridor dedication area and the Town’s easement area located on private land (**“Popek Property”**) in compliance with the terms and conditions of the Recreational Trail Easement executed by the Town and the Popek Property owners (**“Popek Easement”**). The Portions of the RGS River Trail located on the Popek Property and within the Town’s River Corridor dedication area are collectively referred to herein as the **“Town’s RGS River Trail Areas.”**

### 5. STATEMENT OF PRIMARY ACTIONS:

Town and RTA hereby commit to the following actions:

a. c. Cooperation in trail construction, realignment and restoration in the Town’s RGS River Trail Areas.

b. Cooperation in the installation of gates, boulders or other barricades and signage on the Town’s RGS River Trail Areas in compliance with the Popek Easement and Town land use regulations and ordinances.

c. Cooperatively identifying and securing funding for the pedestrian bridge on the Popek Property pursuant to the terms of the Popek Easement.

d. Cooperatively identifying and developing an unpaved parking area near the RGS River Trail’s trailhead on the Town’s River Corridor dedication property, if determined necessary by the Town.

e. Cooperation and coordination of grooming and maintaining the Town’s RGS River Trail Areas in conjunction with RTA’s performance of the same or similar activities on sections of the RGS River Trail located on U.S. Forest Service property.

f. Cooperatively implementing publicity efforts related to the RGS River Trail.

g. Cooperatively educating the general public as to use restrictions and historic features of the RGS River Trail.

h. Cooperatively developing and implementing an operating plan for year-round use of the RGS River Trail (**“Operating Plan”**).

I. Developing and continuing to build upon good working relationships with private property owners, public agencies such as the U.S. Forest Service, regional trails associations and local and regional historic preservation organizations.

J. Cooperatively communicating with CDOT related to any highway crossings and parking issues if and as necessary and appropriate.

6. MATTERS NOT AFFECTED BY MOU:

This MOU does not:

a. Alter or relinquish the Town's responsibility for management of non-recreational resources within its jurisdiction or authority.

b. Modify or alter any existing established rights or agreements.

c. Modify, in any way, the respective duties, obligations, rights, privileges, legal defenses or immunities of the parties.

d. Obligate the parties to exchange and/or sell land.

e. Obligate the Town to construct or maintain trails or trail infrastructure.

f. Obligate the Town or RTA to perform winter (Nordic) trail grooming.

g. Obligate the parties to transfer any funds.

7. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES:

a. The parties will seek grants and other funding to assist with planning, developing, managing and maintaining the Town's RGS River Trail Areas as a quality public recreational trail.

b. RTA and the Town will be co-applicants on the 2021 Non-Motorized Trails Grant Application submitted to Colorado Parks and Wildlife for funds to pay for bridge engineering and related assessments ("**Planning Grant**").

c. RTA will provide matching funds for the Planning Grant, in an amount equal to the Town's match, up to \$3,000.

d. RTA will provide matching funds for the RGS River Trail's pedestrian bridge to be installed on the Popek Property. The agreed amount, payment timing and conditions shall be set forth in a separate instrument signed by the parties once cost estimates are completed during the planning process.

e. RTA shall be responsible for providing labor for the construction, realignment, improvement and maintenance of the RGS River Trail single track and for installation of signage and barricades. Such efforts will be undertaken by RTA in conjunction with the U.S. Forest Service for portions of the RGS River Trail located on U.S. Forest Service land and in conjunction with the Town (and in compliance with the Popek Easement) for portions located in the Town's RGS River Trail Areas.

f. Prior to completion of the RGS River Trail, RTA will develop an Operating Plan, as part of this MOU, which will be subject to review and approval by the Town, and which shall be reviewed and updated, if and as needed, as determined by the Town. The Operating Plan shall include, but not be limited to, winter grooming operations. The parties understand and agree that winter grooming for fat biking and Nordic skiing and any other operations shall be subject to approval by the responsible party and shall be contingent upon the availability of appropriated funds.

g. This MOU shall be subject to the laws of the State of Colorado, whether now in force or hereafter enacted or promulgated and nothing herein shall be construed as in any way affecting or waiving the jurisdiction, responsibility, or existing rights of either party to this MOU.

h. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and/or individuals.

i. This MOU takes effect upon signing by both parties and shall remain in effect until terminated. Either party may terminate this MOU upon thirty (30) days written notice to the other party.

j. This MOU is not intended to and does not create any contract right, benefit or trust responsibility, substantive or procedural, enforceable at law or equity, by either of the parties against the other.

**Rico Trails Alliance**

By: *Alex Wing*  
Alex Wing (Sep 10, 2020 16:37 MDT)  
\_\_\_\_\_  
Alex Wing, President

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

**Town of Rico**

By: \_\_\_\_\_  
Barbara Betts, Mayor

Attest: \_\_\_\_\_  
Linda Yellowman, Town Clerk

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






# 20200910 FNL draft MEMORANDUM OF UNDERSTANDING

Final Audit Report

2020-09-10

Created:	2020-09-10
By:	Nicole Pieterse (nicole.rplaw@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAD3bgUpI9yfh_GQfB1A3JRSvf2u4hvrz

## "20200910 FNL draft MEMORANDUM OF UNDERSTANDING" History

-  Document created by Nicole Pieterse (nicole.rplaw@gmail.com)  
2020-09-10 - 10:09:32 PM GMT- IP address: 65.38.133.104
-  Document emailed to Alex Wing (alexwing88@gmail.com) for signature  
2020-09-10 - 10:09:53 PM GMT
-  Email viewed by Alex Wing (alexwing88@gmail.com)  
2020-09-10 - 10:36:21 PM GMT- IP address: 64.233.172.3
-  Document e-signed by Alex Wing (alexwing88@gmail.com)  
Signature Date: 2020-09-10 - 10:37:09 PM GMT - Time Source: server- IP address: 65.38.133.154
-  Signed document emailed to Alex Wing (alexwing88@gmail.com) and Nicole Pieterse (nicole.rplaw@gmail.com)  
2020-09-10 - 10:37:09 PM GMT

Joining the north and south ends of the RGS River Trail requires permission, in the form of a perpetual easement, to cross a 54-acre parcel of private property. RTA, and then the Town, began negotiating with these property owners over two years ago. After negotiations stalled for almost a year, the private property came under full ownership by Mike Popek. Mr. Popek agreed to provide an easement through his property. A copy of his signed the Recreational Trail Easement is included in the Town Board's September 16, 2020 meeting packet. Until now, private inholdings along the river inhibited public access to the RGS grade, the river and the San Juan National Forest. As a condition of granting access through his property, Mr. Popek designated a trail alignment that would work with his site planning. For this reason, some of the RGS trail's alignment on the Popek property is not on the historic RGS railroad grade. A worthwhile compromise given that without such access, the RGS trail's route from Town would have ended at the north edge of this property, and would have required trail users to travel on or along the highway to reach the County line.

In addition to access, the Recreational Trail Easement allows for construction of new sections of trail, trail signage, winter grooming, trail maintenance and the installation of a pedestrian bridge. The pedestrian bridge would cross the river in the historic RGS bridge location adjacent to the stone coke ovens.<sup>2</sup> This site provides the most, and practically speaking the only, feasible location for a bridge and the quickest means of regaining the RGS railroad grade on USFS land south of the Popek property. We also believe that by installing the bridge at this location we can more deeply connect to the history of our area, as it nods to the former bridge from the turn of the 20<sup>th</sup> century.

RTA has contributed countless hours of volunteer time and funding to the RGS River Trail project. RTA paid for the cultural assessment required by federal law for USFS trail designation. The trail's alignment was surveyed by RTA's volunteer surveyor, Dave Bulson. The Recreational Trail Easement was drafted by RTA's pro bono attorney, Nicole Pieterse. RTA undertook these efforts so that the Town would not have to. Additionally, RTA and the Town are joint applicants for a Colorado Parks and Wildlife planning grant to fund the engineering, design and assessments for the bridge that are necessary for obtaining a GOCO grant for funds to construct the bridge. RTA is providing matching funds for both grant applications.

Furthering its investment in the RGS River Trail, RTA will construct the new sections of the RGS River Trail, improve the existing sections of trail and install gates and signage using RTA's volunteer trail builders and funds.<sup>3</sup> A proposed draft Memorandum of Understanding outlining all of these RTA commitment to the Town's River Corridor/RGS Trail project is attached for the Town Board's review. RTA representatives will also be present at the September 16, 2020 Town Board meeting to answer questions.

Sincerely,

RICO TRAILS ALLIANCE

By: *Alex Wing*  
Alex Wing (Sep 16, 2020 17:17 MDT)

Alex Wing, President

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<sup>2</sup> The coke ovens lie partially on Popek's property and partially on USFS property.

<sup>3</sup> RTA funds its projects through a combination of grants, fundraising events, Osprey Pro Deal donations, and private donations.

**RESOLUTION 2020-08**

**A RESOLUTION BY THE RICO COLORADO BOARD OF TRUSTEES SUPPORTING THE  
SUBMISSION OF A GRANT APPLICATION FOR FUNDS FROM COLORADO PARKS AND  
WILDLIFE FUND**

**WHEREAS**, the Town of Rico supports the Colorado Parks and Wildlife grant application to fund the planning of the construction of a connecting trail and a bridge across the Dolores River from the southern boundary of the Town of Rico across the parcel known as the Dolores Placer to the existing Rio Grande Southern Trail on the San Juan National Forest; and

**WHEREAS**, the Town of Rico intends to provide local funding dedicated to parks, open space and trails and financial support from other non-profit entities for the planning of a trail and a bridge with these grant funds, subject to the award and execution of a grant agreement.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO THAT:**

**SECTION 1:** The Town Board of Trustees hereby authorizes the Town Manager to sign the Colorado Parks and Wildlife grant application, and if awarded, the grant agreement with Colorado Parks and Wildlife.

**SECTION 2:** The Town Board of Trustees hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application.

**SECTION 3:** This resolution to be in full force and effect from and after its passage and approval.

**ADOPTED** this 16<sup>th</sup> day of September 2020, by the Rico Board of Trustees.

\_\_\_\_\_  
Barbara Betts, Mayor, Town of Rico

Attest:

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

**ORDINANCE NO. 2020-\_\_**

**AN ORDINANCE AMENDING ORDINANCE No. 2002-3 TO MODIFY  
THE SPEED LIMIT ON TOWN OF RICO SIDE STREETS.**

**WHEREAS**, the Town of Rico, by its Trustees (Town), adopted the Model Traffic Code (MTC) by reference on August 21, 2002 with no deletions, modifications or additions;

**WHEREAS**, the speed limit for Town side streets under the MTC is thirty miles per hour in any residence district;

**WHEREAS**, a residence district means the territory contiguous to and including a highway not comprising a business district when the frontage on such highway for a distance of three hundred feet or more is mainly occupied by dwellings or by dwellings and buildings in use for business under C.R.S. 42-1-102(80);

**WHEREAS**, after a traffic investigation was conducted by the Town Marshall, the Town has determined that the side streets are dirt and a speed limit of thirty (3) m.p.h. is too fast for dirt roads due to dust, road damage, and safety;

**WHEREAS**, MTC 1102(2) allows municipalities to determine speeds on roads within its jurisdiction and the Town desires to reduce the speed limit in the residential district;

**WHEREAS**, this ordinance is necessary for the health, safety and welfare of the general public and Town residents.

**BE IT ORDAINED BY THE CITY COUNCIL, BOARD OF TRUSTEES, OF THE TOWN  
OF RICO, COLORADO:**

**Section 1. Modifications.**

The said adopted Model Traffic Code. 42-4-1105(2)(c) is repealed and replaced as follows:

Fifteen miles per hour in any residence district, as defined in section 42-1-102(80), C.R.S.;

**Section 2. Application.**

This ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this municipality or county, the use of which this municipality or county has jurisdiction and authority to regulate. The provisions of sections 1401, 1402, 1413, and part 16 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, eluding a police officer, and accidents and accident reports shall apply not only to public places and ways but also throughout this municipality or county.

**Section 3. Validity.**



If any part or parts of this ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this ordinance. The Town Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

**Section 4. Repeal.**

Existing or parts of ordinances (identifying ordinance number may be cited) covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

**Section 5. Interpretation.**

This ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of the ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

**Section 6. Certification.**

The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

READ, MOVED AND APPROVED ON FIRST READING ON THE 16TH DAY OF  
SEPTEMBER 2020.

.

READ AND FINALLY ADOPTED AFTER CONDUCTING A PUBLIC HEARING ON  
THE 21ST DAY OF OCTOBER 2020.

.

TOWN OF RICO, COLORADO

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Barbara Betts, Mayor

---

Linda Yellowman, Clerk

## **ACCESS AGREEMENT**

The Town of Rico ("Town") and Atlantic Richfield Company ("Atlantic Richfield") enter into this Access Agreement ("Agreement") this 28th day of August, 2020.

A. Atlantic Richfield and the Town are developing plans for conducting remedial activities in the Town of Rico as part of the Rico Townsite Voluntary Cleanup Plan ("VCUP") to be submitted to the Colorado Department of Public Health and the Environment ("CDPHE") pursuant to the Colorado Voluntary Cleanup and Redevelopment Act, C.R.S. § 25-16-301. Contemplated remedial activities include the excavation and removal of road surface materials from certain segments of the Town's unpaved roads and rights-of-way (the "Town Roadways") where lead concentrations exceed 1,700 mg/kg.

B. Atlantic Richfield wishes to evaluate the geotechnical and geochemical properties of the Town Roadways road surface materials to determine if the materials will be (i) suitable for use as general or structural fill at the St. Louis Tunnel CERCLA site north of Rico and (ii) eligible for such beneficial use in accordance with Colorado's Solid Waste Disposal Regulations, 6 CCR 1007-2, Part 1, Section 8.6.

C. The Town agrees to permit Atlantic Richfield to conduct such evaluation work on the Town Roadways.

Therefore, in the mutual interest of the Town and Atlantic Richfield, the Town and Atlantic Richfield hereby agree as follows:

1. **GRANT OF ACCESS AND REPORTING.** The Town hereby grants to Atlantic Richfield, including its authorized representatives, the right to enter the Town Roadways to conduct the sampling activities described in the Sampling and Analysis Plan attached to this Agreement as Exhibit 1 (the "Work"). The Town warrants and represents to Atlantic Richfield that to the best of the Town's knowledge, it possesses ownership interests in the Town Roadways sufficient to grant such access to Atlantic Richfield. Atlantic Richfield shall provide the Town, either in writing or verbally, with at least 24 hours' notice prior to first commencing the Work on Town Roadways. Atlantic Richfield will make reasonable efforts to minimize inconvenience to the Town during its Work and coordinate with the Town to address concerns the Town may have about the Work. Atlantic Richfield will timely provide the Town with a copy of the final report containing the results of the sampling activities described in Exhibit 1.

2. **INDEMNIFICATION OF TOWN.** Atlantic Richfield agrees to indemnify and hold harmless the Town from any and all actions, claims, damages, losses, liabilities, or expenses, including but not limited to damage to property or for loss of use of property ("Liabilities"), which may be imposed on or incurred by the Town as a result of Atlantic Richfield's negligent, wrongful acts or omissions while on the Town Roadways to conduct the Work, except to the extent that such Liabilities result from the negligent acts or negligent omissions of the Town. Provided that the Work is conducted without negligence or wrongful acts or omissions by Atlantic Richfield, in compliance with this Agreement and in compliance with all laws, the Town and Atlantic Richfield agree that the Work conducted pursuant to this

Agreement shall not give rise to a claim for indemnification under this provision. Notwithstanding the foregoing, Atlantic Richfield agrees to release any claims against and to indemnify and hold harmless the Town from Liabilities arising from any offsite disposal of any wastes or hazardous substances by Atlantic Richfield arising from the Work.

3. COVENANT NOT TO SUE AND RELEASE. The Town covenants not to sue Atlantic Richfield, and releases Atlantic Richfield from any liability, for actions, claims, demands, losses, damages, expenses, injunctive relief, indemnification or any other relief or liabilities, including, but not limited to, damages to property or for loss of use of property, arising out of or related to the planning, implementation, or performance of the Work described in Exhibit 1, provided that the Work is conducted in accordance with Exhibit 1 and the terms and conditions of this Agreement. This covenant not to sue and release does not include claims for breach of this Agreement or for indemnification pursuant to paragraph 2 of this Agreement.

4. NOTICE. All written notices pertaining to this Agreement shall be sent to the Town and Atlantic Richfield at the respective addresses below. Either the Town or Atlantic Richfield may designate a different address for receipt of notice by providing written notice of such change to the other.

To Atlantic Richfield: Brian Johnson  
201 Helios Way  
Houston, TX 77079  
O: (281) 800-7701  
M: (832) 239-2711  
[brian.s.johnson@bp.com](mailto:brian.s.johnson@bp.com)

To the Town: Kari Distefano, Town Manager  
Town of Rico  
2 Commercial Street  
PO Box 9  
Rico, CO 81332  
(970) 967 2863  
[townmanager@ricocolorado.gov](mailto:townmanager@ricocolorado.gov)

5. TRAFFIC CONTROL AND RESTORATION OF PROPERTY. Atlantic Richfield shall take reasonable steps to avoid disrupting the flow of traffic on Town Roadways while the Work is being performed. Any damage to the Town Roadways caused by the Work shall be immediately repaired to conditions existing prior to the Work. Atlantic Richfield may photograph the Town Roadways prior to and upon completion of the Work to document and obtain a fair and accurate representation of the condition of the Town Roadways.

6. MISCELLANEOUS.

a. Effect of Agreement. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Town and Atlantic Richfield and their respective assigns and successors in interest.

b. Negation of agency relationship. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between the Town and Atlantic Richfield. Neither the Town nor Atlantic Richfield is authorized to act on behalf of the other in any manner relating to the subject matter of this Agreement.

c. Termination. This Agreement will terminate one year after the date this Agreement is signed by the Town and Atlantic Richfield, provided that paragraphs 2, 3 and 6.a shall survive such termination.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

e. Construction. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

f. Entire Agreement. This Agreement embodies the entire agreement of the Town and Atlantic Richfield with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may be modified only by a written agreement signed by the Town and Atlantic Richfield.

IN WITNESS WHEREOF, the Town and Atlantic Richfield have executed this Agreement effective as of the date first written above.

Town of Rico

Atlantic Richfield Company

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit 1

## Sampling and Analysis Plan for Rico Townsite Unpaved Roads and Alleys

### Background

Previous characterization of surface soil on unpaved roads and alleys in the Town of Rico indicates that certain road/alley segments have lead concentrations greater than the non-residential action level 1,700 mg/kg. The attached map, Figure 9 from the March 2020 Draft Voluntary Clean Up Program (VCUP) Application, indicates the road and alley segments where lead in top 2 inches of material is greater than 1,700 mg/kg. Those road/alley segments may be subject to remediation as part of the Rico Townsite Soils VCUP project. Where remediation is performed, the top 12 inches of material will be removed and replaced with road base and gravel surface cover. Upon removal, the top 12 inches of road surface material will be transported to the Soil Lead Repository for permanent disposal, unless beneficially utilized at the Rico-St. Louis Tunnel (SLT) project as construction material.

Solid wastes with characteristics meeting specifications in the State of Colorado's Solid Waste Disposal Regulations can be approved for specific beneficial uses. Atlantic Richfield intends to submit a request to CDPHE for a beneficial use determination that will allow for use of the excavated road materials as construction material at the nearby Rico-SLT project. Only materials meeting certain geotechnical and geochemical requirements will be utilized as construction material. The remainder of the material will be placed in the Soil Lead Repository.

### Purpose

This sampling and analysis plan has been prepared to guide Atlantic Richfield's collection of the geotechnical and geochemical data needed to request a beneficial use determination for the road and alley surface materials anticipated to be removed from the Town of Rico. This sampling and analysis plan does not replace the current road and alley sampling and analysis plan as provided in the Draft 2020 VCUP Work Plan.

### Data Needs

#### Geochemical

In accordance with Colorado's Solid Waste Disposal Regulations (6 CCR 1007-2, Part 1, Section 8.6 Beneficial Uses) and additional information provided by Michael Bankoff at CDPHE (email to B. Johnson dated February 11, 2020), the following data are needed to characterize the top 12 inches of surfacing materials present on Town roadways and alleys targeted for remediation:

1. Representative concentrations for metals associated with local mineral deposits and historical mine wastes (aluminum, antimony, arsenic, beryllium, cadmium, chromium, copper, iron, lead, manganese, mercury, molybdenum, nickel, selenium, silver, thallium, uranium, zinc).

2. Metals leaching test (Synthetic Precipitation Leachate Procedure (SPLP)) results to evaluate the potential for the road surface materials to release metals to water (aluminum, antimony, arsenic, beryllium, cadmium, chromium, copper, iron, lead, manganese, mercury, molybdenum, nickel, selenium, silver, thallium, uranium, zinc).
3. TCLP test results (8 metals - arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver) for comparison to regulatory limits. *[Note: including TCLP tests to confirm that the road surface materials would not be considered characteristic hazardous waste regardless of their eligibility for the Bevill hazardous waste exemption.]*
4. Geotechnical lab data to document that the material will meet the relevant engineering specifications for their intended use(s).

The sampling plan developed to provide representative samples of road surface materials and the laboratory procedures selected to address the geochemical-data needs are specified below.

### Geotechnical

The road surface materials anticipated to be removed from the Town of Rico need to be characterized to confirm their suitability as construction material for use at the Rico-SLT site. Those proposed uses include:

- General Fill
- Structural Fill
  - Pond Embankments
  - Pond Liner Pad Preparation
  - Access Roads
- Interim Repository Cover

The following geotechnical information is needed to confirm that road-surface materials are suitable for the proposed uses:

- Soil Classification
- Grain-Size Analysis
- Proctor Compaction Testing (Moisture-Density testing).

### Health and Safety

All tasks described herein will be performed in accordance with the Task Specific Health and Safety Plans (TSHASPs) prepared by Atlantic Richfield's contractors and the Rico Health, Safety, Security, and Environment Program Document, Version 7.0 (CEC, 2020). Each person who performs work at the site as an Atlantic Richfield employee, contractor, subcontractor, or visitor is expected to read and acknowledge understanding of the current HSSE Program Document and applicable TSHASPs, Atlantic Richfield Remediation Management's Control of Work (CoW) Procedure and HSSE expectations, and participate in a process of continuous health and safety improvement. Additionally, the appropriate Task Risk Assessments (TRAs) will be completed prior to initiating any of the work described herein in accordance with site HSSE requirements.

## Traffic Control

A Traffic Control Plan (TCP) will be prepared prior to performing the work. The TCP must be approved by Atlantic Richfield and the Town of Rico prior to performing work on road segments. The TCP will focus on worker and public safety, and driving risks introduced from sampling operations will be evaluated and addressed.

## Sampling Plan

Samples will be collected for chemical analysis from each of the road and alley segments where the lead content of surface materials has been confirmed through previous sampling as greater than 1,700 mg/kg. The attached map identifies these road and alley segments. Each segment will extend the length of the block. One composite sample will be collected from each segment, using the methods described in the Draft 2020 VCUP Work Plan except that the subsamples will be collected from a depth of 0 to 12 inches instead of 0 to 2 inches.

### Collection of Samples for Geochemical Characterization

For each road and alley segment identified for sampling, one composite sample will be collected from the traveled surface of the road from a depth of 0 to 12 inches at two discrete locations within the designated road segment. Two subsamples will be collected from each segment. One subsample is to be taken at a point approximately  $\frac{1}{4}$  of the way along the length of the segment and another subsample from approximately  $\frac{3}{4}$  of the way along the length of the segment. Sample locations will be adjusted as needed if boulders or bedrock are encountered. Both subsamples will be from near the center line running the length of the road. These two subsamples will be composited into a single sample to represent the entire unpaved road segment.

Sub-samples will include the material present from depths of 0 to 12 inches. Samples will be collected using hand tools. For each sampled segment, roughly equivalent volumes of the two sub-samples will be placed into a single container and thoroughly mixed to obtain a single composite sample. The total volume of material to be collected to produce each composite sample is approximately 32 to 48 ounces, meaning that the size of each subsample needs to be roughly 20 ounces.

In addition to the composite samples, one field duplicate sample will be collected with every ten samples and submitted to the laboratory for analyses of total metals, SPLP metals, and TCLP metals. Each field duplicate will be prepared by splitting each of the two subsamples before they are combined. One split from each subsample will be combined to obtain the “real” composite sample, and one split from each subsample will be combined in a separate container to obtain the “duplicate” composite sample.

Standard equipment-decontamination procedures will be followed during collection of these samples.

After mixing each composite sample collected for chemical analysis, the sample will be assigned a sample number and labeled.

The minimum volume of material required for performance of the metals analyses, SPLP tests, and TCLP tests is approximately 20 oz. The composite sample will be homogenization and reduction of soil particle sizes prior to analysis. Any material greater than 2 inches in diameter will be removed from the sample. The remaining material will be split, placed in appropriate pre-labeled containers for the

planned chemical analyses, and then packaged for shipment to the laboratory contracted for chemical analysis. During TCLP analysis, particles greater than the 0.375-inch sieve will be crushed in the laboratory and will be included as part of the total sample volume.

#### Collection of Samples for Geotechnical Testing

Geotechnical characterization of soils removed from road segment will help determine suitability for reuse. Samples collected for geotechnical analysis will be collected from the same six locations as the geochemical samples. Materials needed for geotechnical sample collection are as follows:

- Five-gallon buckets with lids
- Stainless steel or disposable scoops
- Rock hammer, mattock or pick
- Narrow spade

One composite geotechnical sample will be collected from each road segment where samples for geochemical characterization have been collected. Geotechnical composite subsamples will come from the same two subsample locations as the geochemical composites. As with the geochemical samples, the geotechnical subsamples will be collected from the surface down to 12 inches.

Full material representation from the surface to 12 inches is required for each subsample. The texture, color and estimated particle-size distribution of material collected for each subsample will be described in the field at the time of collection and documented on the sample collection forms.

Each sample will be collected at follows:

- Collect enough material from the first subsample location to fill ½ of a 5-gallon bucket.
- Fill up the remainder of the bucket with the second subsample from that section.
- Rocks with a dimension greater than 4 inches shall be noted on the sample collection form and screened out from the sample bucket as observed.

No field duplicates or split samples are required for the geotechnical samples.

Residual holes from geotechnical sampling shall be backfilled level with approved structural backfill or approved road base fill. Each location shall be filled in six-inch (maximum) layers, moisture conditioned, and compacted by means of hand tools or mechanical tamper to a firm and unyielding surface. Standard equipment-decontamination procedures will be followed during collection of these samples.

Composite samples will be screened and mixed in the laboratory and do not require extensive mixing in the field. Once collected, the sample will be assigned a sample number, labeled, and packaged for transport to the contracted laboratory for geotechnical analysis. Sample handling and shipment will be coordinated with the geotechnical laboratory.

The geotechnical samples will be submitted for Soil Classification, Grain-Size Analysis, and Proctor Compaction Testing (Moisture-Density testing) using the test methods identified in the attached table.

#### Sample Analysis and Testing Methods

Samples will be stored, handled, and transported to Pace Analytical for geochemical analyses (total metals, SPLP tests, and TCLP tests) and Geomat for geotechnical analyses. Standard chain-of-custody



procedures and sample preservation specifications associated with the analysis or testing methods for each sample (see attached table) will be followed.

For each of the analysis and test methods, the attached table lists the appropriate sample containers, sample preservation requirements, and permissible holding times.

Laboratories will be directed to include in their reports the sample analysis results and results for the standard quality control analyses associated with the methods listed in the attached table. The quality control information will be reviewed to identify and evaluate uncertainties associated with the reported results, if any.

## Field and Laboratory Records

Field records will be maintained by sampling personnel to document all sampling activities. Any modification(s) made to this plan prior to or during field and laboratory work will also be recorded along with the rationale for the modification.

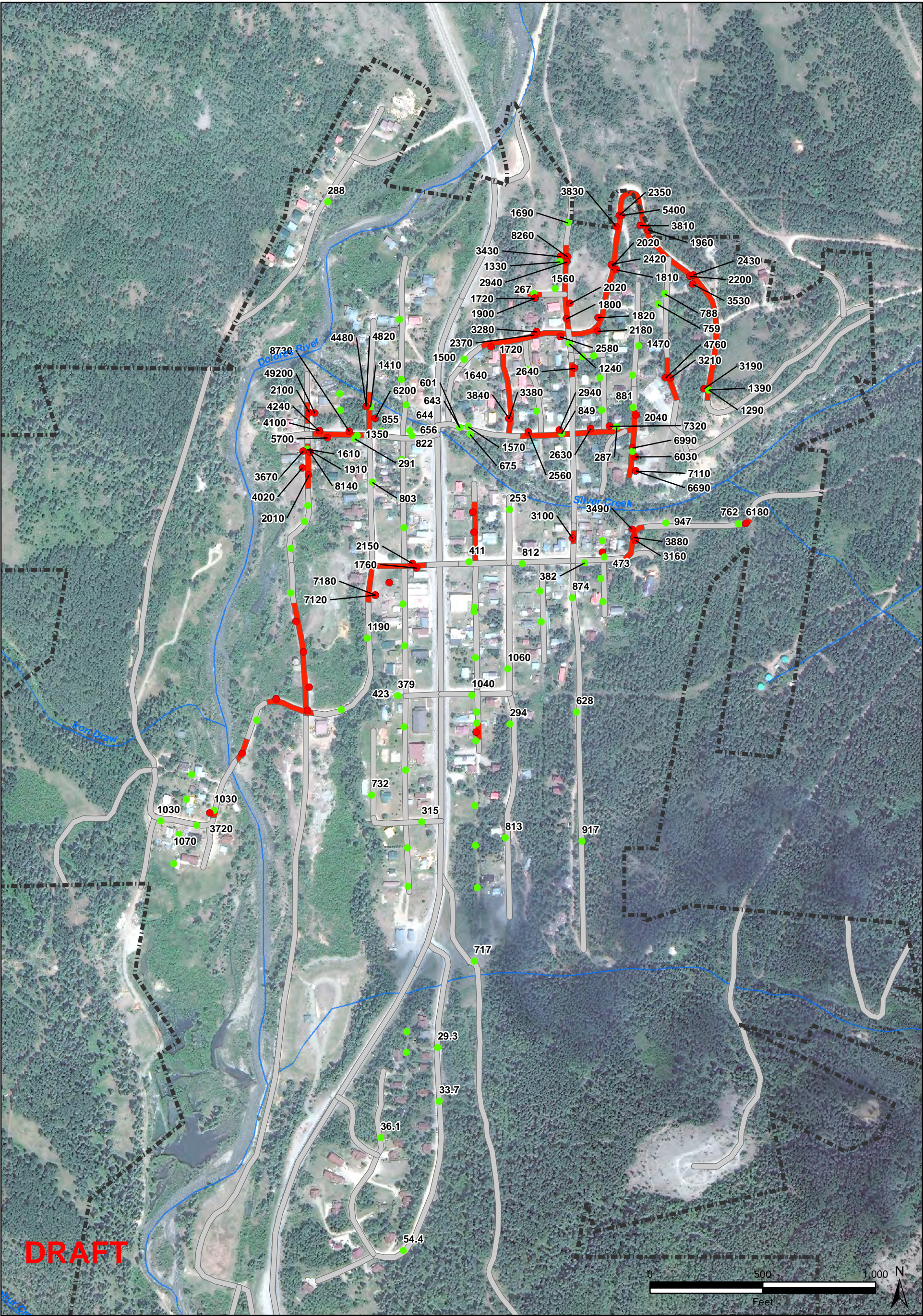
## Reporting

Geochemical and geotechnical results will be summarized in a Rico Townsite Soils Unpaved Roads and Alleys Data Summary Report. The report will include copies of the complete reports received from each laboratory and field records. Additionally, any modifications made to this Sampling and Analysis Plan will be identified and explained.

## Attachments

Map	Unpaved Roads and Alleys with Surface Lead Concentrations Above 1,700 mg/kg (Figure 9 from March 17, 2020, Draft Rico Townsite Soils VCUP Application)
Table	Sample Analysis and Testing Methods and Associated Requirements





DRAFT

Legend

Road/Alley Lead Samples (0 - 2" Depth)

- <= 1700 mg/kg
- > 1700 mg/kg

Road/Alley Lead Concentrations (0-2" Depth)

- <= 1700 mg/kg
- > 1700 mg/kg

- Rivers and Streams
- - - Town of Rico Boundary

Total length of road segments > 1700 mg/kg/ Lead = 6478 Feet

RICO, COLORADO

FIGURE 9

LEAD CONCENTRATIONS  
IN UNPAVED ROAD AND  
ALLEY SAMPLES  
0 - 2" DEPTH

DATE: FEB 05, 2020

BY: DKG

FOR: KJT

FORMATION  
ENVIRONMENTAL

S:\GIS\asRico\p\VCUP\_application\_2020\Fig09\_RoadAlleyAbove1700.mxd



**Analysis and Testing of Road-Surface Materials:  
Requirements for Preservation, Sample Volumes, and Holding Times**

Geochemical Tests and Parameters	Referenced Method	Container Type	Preservative <sup>1</sup>	Maximum Holding Time	Laboratory Preparation Steps
<b>Total Metals</b> (aluminum, antimony, arsenic, beryllium, cadmium, chromium, copper, iron, lead, manganese, mercury, molybdenum, nickel, selenium, silver, thallium, uranium, and zinc)	EPA 6010/6020 and 7471	4 oz. glass jar with lid	None	180 days	EPA 3050B for digestion
<b>TCLP Metals</b> (arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver)	EPA 1311 extraction; EPA 6010/6020 and 7470 for analysis of extract	8 oz. glass jar with lid	None	metals analysis 180 days after TCLP extraction, 28 days for Mercury	--
<b>Metals-leaching SPLP Test</b> (aluminum, antimony, arsenic, beryllium, cadmium, chromium, copper, iron, lead, manganese, mercury, molybdenum, nickel, selenium, silver, thallium, uranium, and zinc)	EPA 1312 extraction; EPA 6010/6020 and 7470 for analysis of extract	8 oz. glass jar with lid	None	metals analysis within 180 days after SPLP extraction; 28 days for mercury	--
Geotechnical Tests and Parameters	Referenced Method	Container Type	Preservative	Maximum Holding Time (Days)	Laboratory Preparation
<b>Soil Classification</b>	ASTM D2487-17e1	5-Gallon bucket	None	--	--
<b>Grain-Size Analysis</b>	ASTM D6913 and ASTM D7928-17		None	--	--
<b>Proctor Compaction</b>	ASTM D698-12e2		None	--	--

<sup>1</sup>In addition to the preservation listed, all geochemical samples shall be maintained at  $4 \pm 2^{\circ}\text{C}$  following collection and during shipment to the lab.

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## Complete & Compliant Letter



January 31<sup>st</sup>, 2020

Ron Evers  
Jeff Gibson  
Ben Jackson  
Robert Trimble

RE: Height variance application for Lot A, of Block 29 Minor Subdivision located in the NW ¼, of Section 36, T40N, R11W, N.M.P.M., Town of Rico, Dolores County, Colorado.

Dear Applicants,

The Town of Rico has received an application for a height variance for the proposed building on Lot A. I have performed an initial review of this application and at this time the application is complete and compliant. This determination does not preclude the Town from determining following additional review at a subsequent time, that the application is not complete or compliant. In such an event, the Town Staff would require the applicant to correct any deficiencies.

Pursuant to this determination that this application is complete and compliant, this application is scheduled for the September 9<sup>th</sup>, 2020 Rico Planning Commission meeting and the September 16<sup>th</sup> Rico Board of Trustee's meeting.

These applications include the following required components:

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### Attachments Required Variance:

☒ Two (2) 24" by 36" paper Plats (1) electronic (pdf) site plan showing the following signed and stamped by a surveyor licensed in the State of Colorado:

☒ North Arrow

☒ Adjacent streets with labels

☒ Scale not greater than 1"= 20' unless the entire site will not fit on a 24"x 36" sheet

☒ Areas of environmental concern if applicable

☒ Vicinity Map

☒ Locations of existing buildings if applicable

☐ Lot lines with dimensions

☒ Location of proposed buildings if applicable

☐ Easements with dimensions

☒ Location of existing utilities if applicable

☒ Acreage of Lot

☒ Location of setbacks and proposed setbacks if applicable

☒ Description of Variance Request – cite Rico Land Use sections for which the variance is sought.

☒ Narrative of reasons that Variance should be granted

☒ Statement from County Treasurer showing the status of current taxes due on affected property

☐ Letter of agency if applicant is other than the owner of the property

☒ An application fee in the amount of \$200.00

☒ A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property

☒ A copy of the deed for the property.

Date Application Received: 09-02-2020

Application Reviewed by: KLD

Application Fee Received: 09 -02-2020

Date of Hearing: 09-09-2020 & 09-16-2020

Application Complete: Yes

Rico Planning Commission Action \_\_\_\_\_

Mailing Notice Complete: Yes

Approval Subject to Conditions \_\_\_\_\_

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**Other comments:**

Section view of building included in application.

## **ATTACHMENT TO VARIANCE APPLICATION**

**To:** The Town of Rico, Colorado

**Re:** Height Variance Request Application for Proposed House

**Date:** September 1, 2020

**Project Description:** Proposed House: A 3250 square feet residence consisting of a Primary Dwelling with attached Garage, and an Accessory Dwelling Unit (ADU) at the lower level, underneath the Primary Dwelling. The Primary Dwelling consists of a main level with kitchen/dining/living areas, etc, and an upper level with three bedrooms and two baths. The ADU shall have one bathroom.

**Description of Variance Request:** We are requesting a variance to the maximum roof height for a residence we are proposing for Lot A, Block 29. The Town of Rico Land Use Code defines two height limit criteria for the Residential Zone: 1) An absolute height limit of 35' from the lowest point where the grade meets the building, to the highest point of the roof; and 2) a 30' limit\* for each roof segment (i.e. gable) above the existing grade directly below that segment. We are requesting the variance from the 35' absolute limit of approximately 4', for the Master Bedroom/Garage segment of the house. The top of that roof gable, however, remains approximately 4'-8" below the 30' height limit for that segment at the front (south) face of the house, at Mantz Avenue. At the back (north) side of that segment, the gable does exceed the 30' segment height limit by approximately 3'-10".

\*Note that in the LUC, there are two different values for the segment height limit: in Article II, Subsection 204.6, the value is 28' and in Section 222 the value is 30'. Due to this conflict, we have been advised by the Town Manager to use the 30' value.

**Narrative:** We feel that we are keeping to the spirit of the code requirement, because that gable falls well below the segment height limit at the front (south) facade, and thus creates the character of architecture that this code requirement promotes. Additionally, we have endeavored to design the house such a way that reduces the perception of starkness. To this end we have broken down what otherwise would be one large form into smaller building masses. We also believe that the height variance would not be perceptible from anywhere off site, because of the topography on and surrounding the site, except for possibly from along Water Tank Road where there are no houses.

There are site conditions that create a hardship that consist of: 1) An extreme grade change, which amounts to an entire floor level, in the portion of the lot where the house is to be located; 2) The steep and narrow access drive at the top of the Mantz Avenue right of way; 3) the need to provide a safe and well draining driveway; 4) the need to provide adequate room for vehicles to maneuver in and out of the driveway; 5) the limitation of where the house can be placed on the lot induced by the required size and location of the gravity fed (not electrically pumped) leach fields; and finally 6) the limitation of where the house may be placed on the lot by front yard and side yard set-back requirements. We also feel that it is reasonable to have a garage with living space above it.

**From:** Cristal Hibbard [cristal.hibbard@gmail.com](mailto:cristal.hibbard@gmail.com)

**Subject:** 9/9/2020 Planning Commission Meeting

**Date:** September 9, 2020 at 2:27 PM

**To:** Kari Distefano [townmanager@ricocolorado.gov](mailto:townmanager@ricocolorado.gov), John Scarborough [Ricoappraisal@gmail.com](mailto:Ricoappraisal@gmail.com), Benn Vernadakis [benn@fone.net](mailto:benn@fone.net), Genevieve Yellowman [gen23aspen@gmail.com](mailto:gen23aspen@gmail.com), Michael Contillo [mcontillo82@gmail.com](mailto:mcontillo82@gmail.com)



Hi all,

Unfortunately I may miss the meeting tonight. I will be on the road and will call in if reception permits, but cannot promise that I will be in a favorable area. I have reviewed the packet and wanted to share my thoughts on each item. I apologize in advance for the casual and probably typo-ridden nature of my thoughts.

**-Height Variance**

I don't see the "hardship" here. I don't believe that the topography of the lot is necessitating a variance here. This is already a fairly large structure, for Rico standards, and asking for this variance feels like greed to me. The fact that this home will be uphill of the rest of the town and set quite close to existing homes will already make the height fairly imposing and will probably already block views and sunlight for some of the existing neighbors. I also am uncomfortable establishing a precedent with this variance. I believe that the intent of the height restriction in the land use code is to maintain the character of Rico, reduce visual impact of new structures on existing neighborhoods, and reduce the blocking of mountain views and sunlight. In keeping with that spirit, I would not recommend the approval of this application to the Town Board.

**-Setback Variance**

Question: Why does the applicant need the lot line setback variance? I don't see a justification presented. If I recall correctly, wasn't this similar to what Anna Mills had to do with her cafe? (so many cafes!) Did we set a precedent there? If we are considering allowing this, perhaps the RLUC should be amended since this regulation keeps being side-stepped. If the idea is to keep the "historic commercial" character with the buildings touching, perhaps the setback variance could be acceptable on the side that faces Campbell Street, which would provide the room for parking, but have the structure built all the way to the north lot line? To me, the "hardship" is that the applicant must allow for OWTS on the lot they would like to develop for their business, and it is designed for only 10 customers? Hmm. I don't see why this particular lot should present any kind of special circumstance to require multiple RLUC variances. I think this further demonstrates the need for centralized wastewater treatment in order to make the vacant lots in the commercial district "developable". It is worth discussing whether the regulations need to be amended in the new RLUC as well. As far as the parking goes, I do think it is important that parking is provided. Are the 5 commercial spots on Campbell supposed to be on Town Land? I am finding the application unclear on this point, my apologies if I missed something. I have a feeling that this applicant will be asked to provide more information about this project before a recommendation is provided to the Town Board, as I don't believe I can make a decision with the information currently presented.

**-Bedrock Subdivision**

Woof. This is a big one. This isn't all inside Town limits, correct? How does that work as far as our jurisdiction? I guess if they intend to use water or other utilities from the Town then it doesn't matter... Potential water shortage should definitely be a concern, especially if we keep having drought years. Our well may not be able to serve as many people as the dry years persist. This seems like an opportunity for a partnership when it comes to the Silver Creek water treatment improvements and/or wastewater treatment, depending on how motivated the developers are. I look forward to hearing how the work session discussion goes. Does it seem a bit radical to say that we might just not allow major subdivisions in the future? That might be overstepping.

Good luck guys! I'm sorry to miss such an action-packed meeting, but I hope some of this is helpful. With the sudden push in development I think the importance of getting the new RLUC finalized is growing by the day.

-Cristal

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Cristal Hibbard  
[cristal.hibbard@gmail.com](mailto:cristal.hibbard@gmail.com)



**From:** gerrish willis ggwillis@yahoo.com  
**Subject:** Gibson variance  
**Date:** September 7, 2020 at 12:55 PM  
**To:** Kari Distefano townmanager@ricocolorado.gov

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Hello Kari,

I am opposed to Jeff Gibson's height variance request.

In reviewing Gibson's application he asserts that site conditions have created a hardship.

He states that the proposed height will not be perceptible from anywhere off sight. There are a number of properties in the vicinity that will see this house and its height. He asserts that the Mantz access is steep and narrow. While I would not characterize Mantz as a steep and narrow street compared to other Rico streets, this is not relevant to his issue.

If the 20 foot setback from his proposed gravity septic system is preventing him from using the lot with the size of house he wants, without a height variance, an option is to use a pumped system, reducing the septic setback to 10 feet.

The fact that he can build an apartment is not relevant to his issue.

Front and side setbacks are issues with every lot in Rico and are not unique to his lot. In fact, his lot is larger and has less grade than many Rico lots.

But most relevant fact is that he created his "hardship" when re-plating his properties. If he had plated the lot in question larger he would now have no rationale to request a height variance. The Code at 436.4. says "the Variance is not sought to relieve a hardship to development of the property which has been created by the Applicant". In this case if there is a perceived hardship, its of his own making.

Gerrish Willis  
Rico

**From:** Bradley T Fox brad@foxgroupllc.com   
**Subject:** Jeff Gibson Roof Height Variance Request  
**Date:** September 9, 2020 at 8:35 AM  
**To:** townmanager@ricocolorado.gov



To whom it may concern,

I write to oppose Applicant Jeff Gibson's roof height variance request. I live at 214 East Mantz, and my name is Bradley Fox.

Mr. Gibson's requested variance is not within the spirit of the code and unnecessary. The purpose of a code variance is not simply to permit a larger structure than permitted on an otherwise normal town lot. Mr. Gibson should work within to the code to design a structure that meets the slope of the lot. Exceeding the height requirement will only further block up valley views from my house and the homes of other Rico residences.

Mr. Gibson's requested variance would create a negative precedent. Future land owners could argue their property presents "challenges" that require the code to be ignored.

Mr. Gibson is not entitled to a variance. A variance is not a right, and in this instance it should not be granted. Mr. Gibson can design and build a perfectly proper home without a variance on his lot.

Mr. Gibson's argument that a variance would help solve regional housing shortages is a ruse. The promise to solve a housing shortage is an often made argument for an ADU in exchange for code leeway. But usually the ADU either sits as an unused guest quarter or acts as short term profit center during the numerous time the main house sits vacant. I will withdraw my objection to the variance if the ADU is permanently restricted as a long term local rental unit to address local housing needs.

Thank you,  
Brad and Kristina Fox

Bradley Fox, Attorney  
Fox Law Group, LLC  
835 1/2 East Second Avenue  
Durango, CO 81301  
P - (970) 317-3580  
F - (866) 348-4107  
<http://www.foxgroupllc.com/>

**Please Note Our New Address**

CONFIDENTIALITY NOTICE: This e-mail is for the sole use of the intended recipient(s). It contains information that is confidential and/or legally privileged. If you believe that it has been sent to you in error, please notify the sender by reply e-mail and delete the message. Any disclosure, copying, distribution or use of this information by someone other than the intended recipient is prohibited. Thank you!



922DDFE3- *Please consider the environment before printing this email.*  
B695-...B3417

Hi Kari,

<https://coloradosun.com/2020/09/08/demand-for-colorado-resort-homes-pinching-affordable-housing-for-locals/>

I thought this was an interesting read, especially for those who don't spend much, or any, time in Telluride and may not realize how quickly things are changing. I've gotten the impression from more than a few Rico citizens (of all political leanings and ages) that there isn't a real grasp of the rapid shift that is happening, and how it could impact Rico if we're not paying attention.

It makes me grateful to be part of the Rico community, to be a homeowner, and to be involved in how Rico adapts and grows because change is inevitable. How, and how quickly, is up to us. Sustainable and intentional growth! Keep locals local and plan wisely as we continuously feel pressure from nearby communities, changing real estate market activity, and deeper pockets than some might even believe is possible.

I saw the Planning Commission packet on the town website and am concerned about the increasing number of variances that are constantly being requested. The RLUC needs to be a foundation for decision making, not just the list of rules that people bend for their own advantage. The subdivision concerns me, mostly from a water availability perspective, and makes me wonder if deed restrictions should soon become a topic of discussion. As we can see in real time in Telluride, the deep pockets of the world will scoop anything and everything up in the high country, and the price driving could result in fewer local housing options. Today I am facilitating a showing of a condo in Mountain Village. The sale closes this month and the buyers who have it under contract have never even seen the condo. This is the third time this summer I have been looped in on a sale of a property that went under contract sight-unseen. It's unbelievable. There isn't enough physical distance between Telluride and Rico to think that this sort of activity won't leak into our community at some point.

**From:** dee gulledge <deegull@msn.com>  
**Subject:** Fwd: Lots 6-14, Block 29 Town of Rico Roof Height Variance Request  
**Date:** September 7, 2020 at 8:40 AM  
**To:** townmanager <townmanager@ricocolorado.gov>

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**From:** Dee gulledge <[dcarriker15@gmail.com](mailto:dcarriker15@gmail.com)>  
**Date:** September 6, 2020 at 12:09:56 PM MDT

**Subject: Lots 6-14, Block 29 Town of Rico Roof Height Variance Request**

Town Manager and Rico Planning Commission,

I am opposed to granting the roof height variance. Please continue reading below for my opinion.

The beautiful mountainous terrain and landscape that attract so many of us to Rico, also provide many challenges to constructing a home here within a limited building envelope. Creative solutions and advanced planning may be required to accommodate such necessities as an adequate septic system, drainage, steep and narrow access, and a driveway for multiple vehicles which may encroach on setbacks.

Most, if not all, of the site conditions that the applicant states create a hardship in this case, appear to result from the desire to build a home larger than this lot and its natural constraints can support. By Rico standards, the grade change on this lot is not extreme. One can gain ten feet of space by putting in a pressurized septic system. They are not trying to preserve any of the mature landscaping, so that is not a hindrance. Having a garage and a driveway are a luxury "given the needs of our time." To prioritize this need, one may have to sacrifice some other square footage. As the applicant owns the abutting lots, there may be several scenarios that could increase the lot size to greater than 7500 sq feet, thus mitigating the cited hardships. How high are the interior ceiling heights; could they be lowered?

Lastly, the applicant believes the variance would not be visible from anywhere off site, as there are no houses along Water Tank Road (presently). This house will be visible to others not on Water Tank Road, but that is not the basic cause for concern. The 35' limit in the Residential Land Use Code is there for a reason; if one does their due diligence, you are aware of the building code when you purchase a property. In keeping "to the spirit of the code requirement" and in keeping to the spirit of the entire Rico community, it would seem the primary course for construction is to follow the approved criteria which is in place to benefit all property owners. Now, more than ever, granting this waiver may set a notable and salient precedent. How long until the next waiver request is received?

I do not find a compelling case to grant this waiver for a height variance.

Respectfully,

Dee Gulledge

## objection to roof variance in neighboring lot

**BO**

bonnie.emerick@gmail.com

Sun, 30 Aug 2020 7:41:30 AM -0600

To "Kari Distefano" &lt;townmanager@ricocolorado.gov&gt;

Tags

Security  **TLS** [Learn more](#)

Hi Kari,

My husband and I received the mailing about the owners of the neighboring lot (Mantz & Garfield) requesting a roof variance. We are opposed to the town granting the owners this roof variance; the contractors did not provide sufficient reasoning to argue in support of the variance. We believe that the roof height codes in Rico exist for a reason, and new housing must abide by the roof height code.

If you'd like further comment from us, please feel free to reach out.

Will this be submitted to town council for consideration?

Thank you,

Bonnie Emerick &amp; James Schroff

204 E. Mantz


**re: Jeff Gibson / variance request**

GG

ggtate@gmail.com

Wed, 02 Sep 2020 10:54:11 AM -0600

To "townmanager" &lt;townmanager@ricocolorado.gov&gt;

Tags Security  TLS [Learn more](#)

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September 2, 2020

To whom it may concern:

In response to communication received from applicant Jeff Gibson.

Concerning the requested variance for absolute height limit for Lot A of re-subdivision Rico Colorado, dated August 20, 2020.

I, Charles Eugene Tate, believe it is a reasonable variance request and thus do not oppose the requested variance for absolute height as described in the application copied and sent to me.

Sincerely,  
Charles Eugene Tate  
Property Owner, Rico CO.

## objection to roof variance in neighboring lot

**BO**

bonnie.emerick@gmail.com

Sun, 30 Aug 2020 7:41:30 AM -0600

To "Kari Distefano" &lt;townmanager@ricocolorado.gov&gt;

Tags

Security  TLS [Learn more](#)

Hi Kari,

My husband and I received the mailing about the owners of the neighboring lot (Mantz & Garfield) requesting a roof variance. We are opposed to the town granting the owners this roof variance; the contractors did not provide sufficient reasoning to argue in support of the variance. We believe that the roof height codes in Rico exist for a reason, and new housing must abide by the roof height code.

If you'd like further comment from us, please feel free to reach out.

Will this be submitted to town council for consideration?

Thank you,

Bonnie Emerick &amp; James Schroff

204 E. Mantz


**re: Jeff Gibson / variance request**

GG

ggtate@gmail.com

Wed, 02 Sep 2020 10:54:11 AM -0600

To "townmanager" &lt;townmanager@ricocolorado.gov&gt;

Tags Security  TLS [Learn more](#)

---

September 2, 2020

To whom it may concern:

In response to communication received from applicant Jeff Gibson.

Concerning the requested variance for absolute height limit for Lot A of re-subdivision Rico Colorado, dated August 20, 2020.

I, Charles Eugene Tate, believe it is a reasonable variance request and thus do not oppose the requested variance for absolute height as described in the application copied and sent to me.

Sincerely,  
Charles Eugene Tate  
Property Owner, Rico CO.



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## Complete & Compliant Letter



September 3rd, 2020

Mesut Cetian  
Daniel Mazotti  
Gregg Anderson

RE: Setback, Onsite Wastewater Treatment System (OWTS) setback and parking variance application for Lots 19 and 20, Block 1, Town of Rico, Dolores County, Colorado.

Dear Applicants,

The Town of Rico has received an application for a setback, OWTS setback and parking variance for the proposed building on Lots 19 and 20, Block 1. I have performed an initial review of this application and at this time the application is complete and compliant. This determination does not preclude the Town from determining following additional review at a subsequent time, that the application is not complete or compliant. In such an event, the Town Staff would require the applicant to correct any deficiencies.

Pursuant to this determination that this application is complete and compliant, this application is scheduled for the September 9<sup>th</sup>, 2020 Rico Planning Commission meeting and the September 16<sup>th</sup> Rico Board of Trustee's meeting.

These applications include the following required components:



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### Attachments Required Variance:

☒ Two (2) 24" by 36" paper Plats (1) electronic (pdf) site plan showing the following signed and stamped by a surveyor licensed in the State of Colorado:

☒ North Arrow

☒ Scale not greater than 1" = 20' unless the entire site will not fit on a 24"x 36" sheet

☒ Vicinity Map

☒ Lot lines with dimensions

☒ Easements with dimensions

☒ Acreage of Lot

☒ Adjacent streets with labels

☒ Areas of environmental concern if applicable

☒ Locations of existing buildings if applicable

☒ Location of proposed buildings if applicable

☒ Location of existing utilities if applicable

☒ Location of setbacks and proposed setbacks if applicable

☒ Description of Variance Request – cite Rico Land Use sections for which the variance is sought.

☒ Narrative of reasons that Variance should be granted

☒ Statement from County Treasurer showing the status of current taxes due on affected property

☐ Letter of agency if applicant is other than the owner of the property

☒ An application fee in the amount of \$200.00

☒ A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property

☒ A copy of the deed for the property.

Date Application Received: 09-02-2020

Application Fee Received: 09 -02-2020

Application Complete: Yes

Mailing Notice Complete: Yes

Application Reviewed by: KLD

Date of Hearing: 09-09-2020 & 09-16-2020

Rico Planning Commission Action \_\_\_\_\_

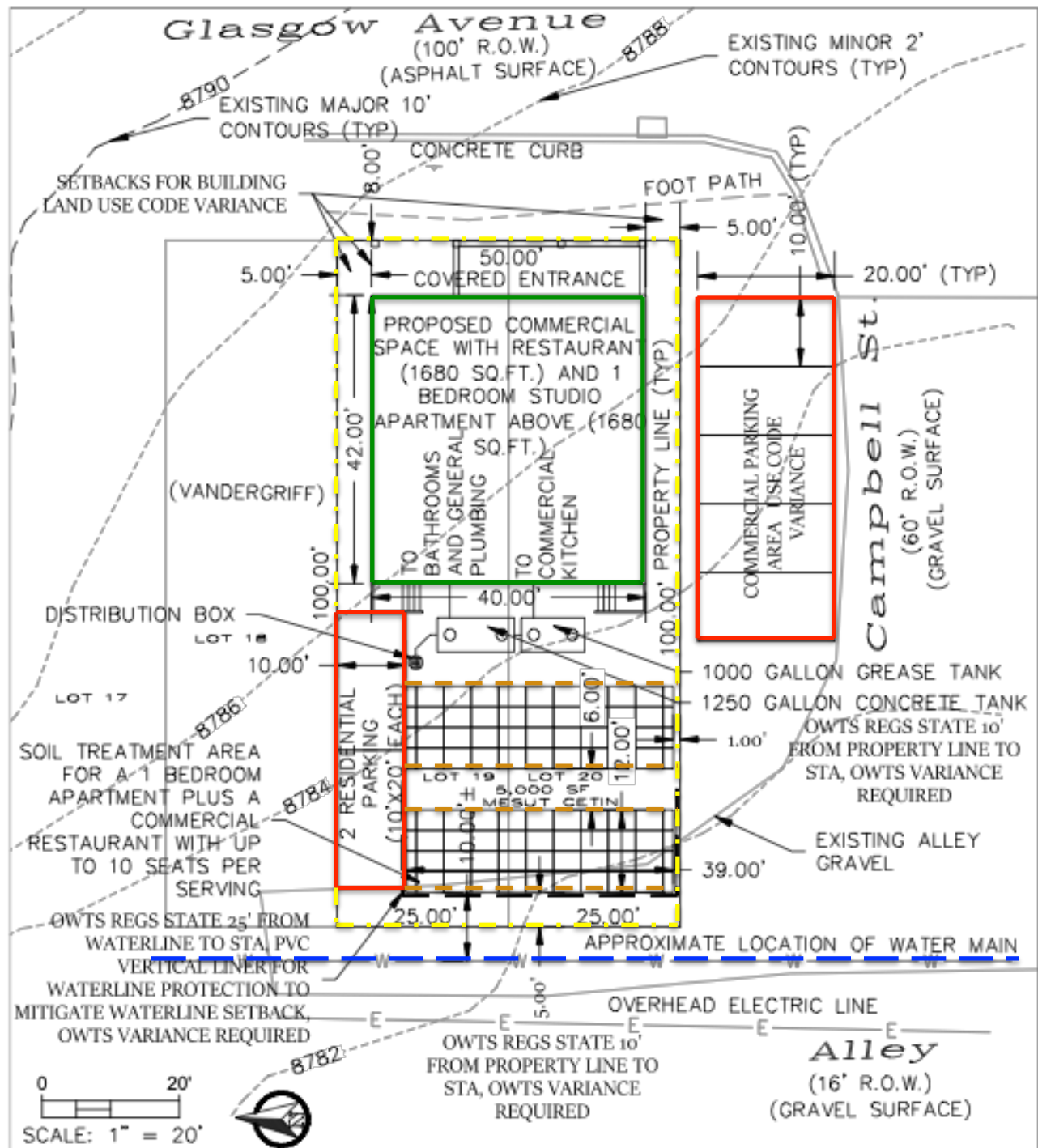
Approval Subject to Conditions \_\_\_\_\_

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**Other comments:**

Section view of building included in application.



LOTS 19-20, BLOCK 1, TOWN OF RICO  
PROPOSED SITE PLAN FOR VARIANCE APPLICATION

PROJECT MANAGER: GEA DATE: SEPTEMBER 2, 2020  
DRAWN BY: ADM PROJECT #: 2020020



ALPINE LAND  
CONSULTING, LLC

P.O. BOX 234  
RICO, COLORADO 81352  
970-708-0326  
GREGG@ALPINELANDCONSULTING.COM

September 9, 2020

Kari Distefano  
Town of Rico  
P.O. Box 9  
Rico, CO 81332

Greg Anderson  
Alpine Land Consulting  
P.O. Box 234  
Rico, CO 81332

Dear Mr. Anderson and Ms. Distefano,

I am the owner of Lots 17,18 immediately next to and north of the variance application property of Lots 19, 20, Block 1, Town of Rico.

I am in general agreement with the application as presented, however, I would offer two comments on item 1 of the Alpine Land Consulting's letter dated August 20, 2020.

### **SIDE YARD SETBACK**

As I understand the current ordinance, the side yard setback is currently zero feet and the applicant is asking to increase the setback to 5'.0". A consistent zero feet setback, as the ordinance is written, produces a nice visual streetscape from building to building, especially in the Historic District. Common lot lines between buildings with no setback produces construction that considers firewall separations, full height parapets, no wall penetrations on the sides of the buildings such as windows and doors, no side overhangs and eaves, and roof drainage to the rear of the building. There are several examples of this type of building placement and construction already existing along Glasgow Avenue.

When you separate these commercial buildings by 5'-0", or more as the variance is requested, then you compromise some of these construction techniques and qualities. There are also examples of these on Glasgow Avenue such as the Rico Museum. Water drainage between buildings, snow sliding off roofs onto adjacent buildings and snow build-up between buildings can be problematic when the neighboring building is set on the property line with zero setback.

If the Rico Planning Commission and Rico Board of Trustees, approve the side yard variance to 5'-0", I would ask that the approval is conditional upon the following two items.

1. Please ensure that roof drainage and snow sliding off of the applicant's roof does not encumber my property immediately adjacent to the North of the applicant's property. Ask the applicant to design his building such that the roof drains East, South or West or as a combination there-of so that snow does not slide on to the adjacent property or accumulate between future buildings if I choose to build on the lot line as the ordinance prescribes.
2. Please ensure that the construction of the proposed two story structure fully complies with building codes adopted by the Town of Rico, specifically the 2006 International Building Code . Chapter 7 of this code requires exterior firewalls with fire exposures to both sides of the wall when the exterior wall is located 5'-0" from the lot line. Further, tables 601 and 602 of this chapter dictate the fire resistive rating of such exterior walls as 1,2 or 3 hour rated depending on what occupancy type the building has. Please ensure further compliance with fire ratings for opening such as doors, and windows when located on the North wall of the applicant's building. North roof overhangs as described in IBC 2006 and the Rico Land use code must also have compliance.

I know that these are complicated topics and that the building permit is not an issue at this time, but such notations in actions you take on the variance may be warranted.

In conclusion, I have no comments regarding the other remaining variance items and trust your decisions in these matters. Please give my comments your full and undivided consideration.

Respectfully submitted,

*Gary L. Vandergriff*

Gary L. Vandergriff



Kari,

All is well on my end... dealing with the new "abnormal"...

Here are my comments regarding this submittal:

- Proposed variance to 1' on the south side along Campbell St.:
  - As this is a road ROW there is not a real public health issue with granting this variance. My only concerns would be to prevent vehicular traffic from the Campbell St. ROW from access to the subject property; thus the installation of concrete bollards or other types of barricading along the common property line would be appropriate.
- Proposed variance to 5' on the west side along the existing alley:
  - As noted above, no real issue with the variance to the ROW
  - However, the variance to the water main does pose some concerns
    - The requirement from 7-1 says that a 25' setback to a "Potable water supply line" is required. Only 10' is proposed (with the installation of a 45 mil PVC vertical liner)
    - Note that this 25' setback also references footnote 2 of Table 7-1, which states: *Crossings or encroachments may be permitted at the points as noted above provided that the water or wastewater conveyance pipe is encased for the minimum setback distance on each side of the crossing. A length of pipe with a minimum Schedule 40 rating [ASTM Standard D 3034-16 (2016 version)] of sufficient diameter to easily slide over and completely encase the conveyance must be used. Rigid end caps of at least Schedule 40 rating [ASTM Standard D 3034-16 (2016 version)] must be glued or secured in a watertight fashion to the ends of the encasement pipe. A hole of sufficient size to accommodate the pipe must be drilled in the lowest section of the rigid cap so that the conveyance pipe rests on the bottom of the encasement pipe. The area in which the pipe passes through the end caps must be sealed with an approved underground sealant compatible with the piping used. Other methods of encasement that provide equal protection are allowed. These methods must be reviewed and approved by the local public health agency.*
      - Note that "other methods... that provide equal protection are allowed". And, the decision as to this is equal protection is up to the local agency.
- The location of the proposed water line connection to this building is not shown (or at least I did not see it). The same issues as noted in the bullet point above must be addressed for this item.
- Proposed variances are to, "allow a small restaurant and a 1 bedroom apartment...":
  - Note that section 43.6.A.4 of Reg. 43 states that "Multi-family and Commercial OWTS" must have design flows and waste strength determined from Table 6-2, an existing facility, or data from at least three comparable facilities. This data was not provided in the submittal.
  - Further note that section 43.6.B.2 states that "high strength waste must be reduced to at least TL1 quality or lower before applying to a soil treatment area". As such, the required data from the prior bullet point must be evaluated to determine if the waste strength will be within the parameters of TL1 effluent (defined in Table 6-3).
- Other items to note:
  - Concrete bollards or other types of barricading must be proposed to ensure that the vehicular traffic from the proposed "2 residential parking" spaces along the north side of the proposed OWTS do not drive on the OWTS

the north side of the proposed OWTS do not drive on the OWTS.

Those are my comments. Feel free to contact me with any additional questions.

Thank you,

Chuck Cousino, REHS  
OWTS Coordinator  
Engineering Section



**COLORADO**  
**Water Quality Control Division**  
Department of Public Health & Environment

P [303.692.2366](tel:303.692.2366) | F [303.758.1398](tel:303.758.1398)  
4300 Cherry Creek Drive South, Denver, CO 80246  
[Chuck.Cousino@state.co.us](mailto:Chuck.Cousino@state.co.us) | [www.colorado.gov/cdphe/wqcd](http://www.colorado.gov/cdphe/wqcd)  
24-hr Environmental Release/Incident Report Line: 1.877.518.5608

On Thu, Sep 3, 2020 at 3:00 PM townmanager <[townmanager@ricocolorado.gov](mailto:townmanager@ricocolorado.gov)> wrote:

Hi Chuck,

I hope you are doing well. I have a variance request for a property in Rico. I have attached a copy of the narrative from the engineer and the site plan. I am inclined to recommend to the Rico Planning Commission that they grant it but I wanted to check with you to see if there is a good reason not to. The engineer intends to encase the soil treatment area with PVC liner. Please let me know what you think. I appreciate your guidance.

Kari Distefano  
Town of Rico



General Fund Revenues	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2021 Proposed Budget
<b>Operating Revenues</b>					
Property Tax	73,595.45	77,894.60	0.00	77,894.60	78,504.29
Delinquent Taxes & Interest	125.00	350.00	-161.24	188.76	200.00
Sales & Use Tax	81,197.86	100,000.00	21,796.79	121,796.79	115,000.00
Specific Ownership Tax	2,656.37	3,750.00	234.56	3,984.56	3,800.00
Cigarette Tax	67.24	100.00	0.87	100.87	100.00
Motor Vehicle Tax	897.50	1,000.00	346.25	1,1346.25	1,200.00
<b>Total Operating Revenues</b>	<b>158,540.26</b>	<b>183,094.60</b>	<b>22,217.23</b>	<b>205,311.83</b>	<b>198,804.29</b>
<b>Intergovernmental Revenue</b>					
Mineral Leasing	18,693.02	20,000.00	-1,306.98	18,693.02	15,000.00
Severance Tax	1,233.81	2,500.00	-649.28	1,850.72	1,200.00
Excise Tax	2,592.00	0.00	3,888.00	3,888.00	2,000.00
Building Permits (pass through)	6,717.96	1000.00	5,717.96	6,717.96	1,000.00
Septic Permit (pass through)	12.00	0.00	12.00	12.00	0.00
Development Applications	2,650.00	2,000.00	650.00	2,650.00	2,500.00
Business Licenses	275.00	200.00	75.00	275.00	200.00
Dog Licenses (all licenses included in audit)	130.00	90.00	40.00	130.00	100.00
<b>Total Intergovernmental Revenues &amp; Fees</b>	<b>32,303.79</b>	<b>25,790.00</b>	<b>8,426.70</b>	<b>34,216.70</b>	<b>22,000.00</b>
<b>Miscellaneous Revenues</b>					
Reimbursement	1,232.98	0.00	1,232.98	1,232.98	0.00
Insurance Reimbursement	354.00	0.00	354.00	354.00	0.00
Interest	286.51	350.00	79.77	429.77	350.00
Fines & Forfeits	2,655.00	6,500.00	-2,517.50	3,982.50	4,000.00
Rent	3,200.00	5,700.00	-500.00	5,200.00	5,200.00

<b>General Fund Revenues</b>	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Projected Year End Budget	2021 Proposed Budget
SMPA Dividend	947.37	600.00	52.73	652.73	600.00
Miscellaneous	0.00	0.00	693.84	693.84	0.00
<b>Total Miscellaneous</b>	<b>8,675.86</b>	<b>13,150.00</b>	<b>-604.18</b>	<b>12,545.82</b>	<b>10,150.00</b>
<b>Total Revenues before Payroll Transfers</b>	<b>199,519.91</b>	<b>222,034.60</b>	<b>30,039.75</b>	<b>252,074.35</b>	<b>230,954.29</b>
Payroll Transfer	100,154.18	166,648.58	-16,417.31	150,231.27	169,848.87
Attorney pass through	59,285.56	0.00	59,285.56	59,285.56	0.00
Contract Labor Transfers	0.00	500.00	-16,417.31	0.00	5080.00
<b>Total Payroll Transfers to / From Other Funds</b>	<b>159,439.74</b>	<b>167,148.58</b>	<b>42,368.25</b>	<b>209,516.83</b>	<b>174,928.87</b>
<b>Total Operating Revenues and Transfers</b>	<b>358,959.65</b>	<b>389,183.18</b>	<b>72,408.00</b>	<b>461,591.18</b>	<b>405,883.16</b>

General Fund Expenditures – Employees & Contract Labor	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2021 Proposed Budget
<b>Operating Expenses - Salaries &amp; Wages</b>					
Town Administrator / Manager	45,040.44	67,600.00	0.00	67,500.00	67,600.00
Town Clerk	22,478.91	33,731.86	0.00	33,731.86	33,731.86
Maintenance Man	24,368.96	36,569.49	0.00	36,569.49	36,569.49
Park & Recreation Administrator	0.00	5,000.00	-5,000.00	0.00	5,000.00
Park & Recreation groomer	2,730.00	6,500.00	-2,405.00	4,095.00	6,500.00
Park & Recreation ice rink & park	5,900.00	6,500.00	2,350.00	8,850.00	8,900.00
Part Time Maintenance Person	260.00	20,000.00	-19,610.00	390.00	20,000.00
Water Technician	1,507.50	7,500.00	-5,238.75	2,261.25	7,500.00
Town Marshall	10,755.39	20,000.00	-3,866.91	16,133.09	20,000.00
<b>Subtotal – Salaries &amp; Wages</b>	<b>113,041.20</b>	<b>208,503.74</b>	<b>-33,770.66</b>	<b>169,630.69</b>	<b>205,801.35</b>
<b>Operating Expenses - Employee Taxes &amp; Benefits</b>					
Payroll Taxes	9,257.65	19,00.86	-5,114.38	13,886.48	19,674.61
Employer PERA	5,373.44	18,255.76	-10,195.60	8,060.16	19,609.57
Employee Consideration	0.00	5,200.00	-2,200.00	3,000.00	3,000.00
Employee Health Insurance	26,085.20	41,704.80	-2,577.00	39,127.80	41,704.80
Employee Life Insurance	91.86	106.80	30.99	137.79	150.00
<b>Subtotal – Employee Taxes &amp; Benefits</b>	<b>40,808.15</b>	<b>84,268.22</b>	<b>-20,055.99</b>	<b>64,212.23</b>	<b>84,138.98</b>
<b>Subtotal – Employee Costs</b>	<b>153,849.35</b>	<b>287,669.57</b>	<b>-53,826.65</b>	<b>233,842.92</b>	<b>289,940.33</b>
<b>Contract Labor</b>					
Town Prosecutor	18.50	1,500.00	-1,472.25	715.33	1,500.00
Municipal Court Judge	3,000.00	4,500.00	0.00	4,500.00	4,500.00
Town Attorney	3,950.00	18,000.00	-2,182.20	15,817.80	18,000.00
Town Planner	0.00	2,500.00	-2,500.00	0.00	2,500.00

General Fund Expenditures – Employees & Contract Labor					
	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Projected Year End Budget	2021 Proposed Budget
Attorney pass through	59,285.56	0.00	59,285.56	0.00	0.00
Grant Writing	0.00	0.00	0.00	0.00	0.00
Building Inspector (pass through)	0.00	0.00	0.00	5,000.00	0.00
Accounting Services	0.00	2,500.00	0.00	2,500.00	2,500.00
Auditor	0.00	8,500.00	59,285.56	59,285.56	0.00
<b>Subtotal – Contract Labor</b>	<b>66,254.06</b>	<b>37,500.00</b>	<b>58,131.11</b>	<b>95,631.11</b>	<b>38,500.00</b>
<b>Total Employee &amp; Other Labor</b>	<b>220,103.41</b>	<b>325,169.57</b>	<b>4,304.46</b>	<b>329,474.03</b>	<b>328,440.00</b>

General Fund Expenditures – Other Expenses	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2021 Proposed Budget
<b>Administrative Costs</b>					
Insurance (CIRSA)	4,967.98	5,000.00	-32.03	4,967.98	5,000.00
Website - Domain Maintenance	400.00	1,000.00	0.00	1,000.00	1,000.00
Advertisements/Agenda	0.00	300.00	-300.00	0.00	500.00
Supplies	5,529.07	10,000.00	-1,709.39	8,290.61	10,000.00
Dues & Fees	1,093.00	6,000.00	-4,360.50	1,093.00	6,000.00
Travel/Conference Expenses	694.60	2,000.00	-958.10	1,041.90	1,500.00
Miscellaneous	4,655.50	1,500.00	5,483.25	6,983.25	1,500.00
Debit Card - Transfer - Miscellaneous	0.00	0.00	0.00	0.00	0.00
<b>Subtotal – Administrative Costs</b>	<b>17,340.15</b>	<b>25,800.00</b>	<b>-1,876.76</b>	<b>23,923.24</b>	<b>25,500.00</b>
<b>Utilities</b>					
Electric	1,103.00	2,000.00	-345.50	1,654.50	2,500.00
Propane	3,826.71	4,500.00	-262.50	4,237.50	5,000.00
Telephone and Internet	2,698.38	4,000.00	47.57	4,047.57	5,500.00
Utilities-Other	569.05	1,000.00	-146.42	853.58	1,000.00
<b>Subtotal - Utilities</b>	<b>8,197.14</b>	<b>11,500.00</b>	<b>-706.85</b>	<b>10,793.15</b>	<b>14,000.00</b>
<b>Vehicle Costs</b>					
Fuel	759.35	1,500.00	-360.97	1,139.03	1,500.00
Town Vehicles	0.00	500.00	-465.75	34.25	1,000.00
<b>Subtotal – Vehicle Costs</b>	<b>759.35</b>	<b>2,000.00</b>	<b>-826.72</b>	<b>1,173.28</b>	<b>2,500.00</b>
<b>Other Costs</b>					
Courthouse Roof Snow Removal	0.00	3,000.00	-2,100.00	900.00	3,000.00
Treasurer Fees	1,481.98	2,000.00	222.97	2,222.97	2,500.00

<b>General Fund Expenditures – Other Expenses</b>	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2020 Proposed Budget
Sales & Use Tax	16,239.58	10,000.00	14,359.37	24,358.37	22,500.00
Excise Tax/Building Permits – pass through	0.00	0.00	1,547.00	1,547.00	0.00
July 4th Expenses	0.00	1,500.00	-1,500.00	0.00	3,500.00
Elections	1,246.18	5,000.00	-3,130.73	1,869.27	10,000.00
Traffic Fine-Surcharge	0.00	2,500.00	0	2,500.00	2,500.00
<b>Subtotal - Other</b>	<b>18,967.74</b>	<b>21,000.00</b>	<b>12,398.61</b>	<b>33,398.61</b>	<b>43,500.00</b>
<b>Total – Other Expenses</b>	<b>45,264.38</b>	<b>60,300.00</b>	<b>8,988.28</b>	<b>69,288.28</b>	<b>85,500.00</b>



<b>General Fund – Special Projects &amp; Capital Improvements</b>	<b>2020 Actual from August 31st</b>	<b>2020 Original Budget</b>	<b>2020 Original vs. Amended</b>	<b>November 30<sup>th</sup> Estimated Budget</b>	<b>2021 Proposed Budget</b>
<b>Revenues</b>					
Excise Tax	0.00	0.00	0.00	0.00	0.00
<b>Subtotal - Excise Tax</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Grants</b>					
Telluride Foundation - Intern & Marketing	500.00	0.00	-3,750.00	500.00	0.00
Rico Center - River Corridor	0.00	5,000.00	0.00	0.00	0.00
Rico Center – LUC Amendments	0.00	5,155.50	-5,155.30	0.00	20,000.00
Rico Center – Facilities Improvements	13,000.00	0.00	0.00	13,000.00	0.00
Rico Center – High Resolution Photo	0.00	0.00	0.00	0.00	3,458.00
Rico Center – Food Bank	874.43	0.00		0.00	0.00
Rico Center / Sonoran Institute - Community Meetings	0.00	3,000.00	-5,000.00	0.00	0.00
<b>Subtotal - Grants</b>	<b>14,374.43</b>	<b>13,155.50</b>	<b>17,094.50</b>	<b>13,500.00</b>	<b>23,458.00</b>
<b>Total Revenues</b>	<b>14,374.43</b>	<b>13,155.50</b>	<b>17,094.50</b>	<b>13,500.00</b>	<b>23,458.00</b>
<b>Expenses</b>					
<b>Capital Improvements Expenses</b>					
Facility Improvements	0.00	30,000.00	12,000.00	18,000.00	15,000.00
Rico Center - River Corridor	0.00	0.00	0.00	0.00	5,000.00
Rico Center – LUC Amendments	0.00	3,000.00	0.00	3,000.00	20,000.00
Rico Center – High Resolution Photo	0.00	0.00	0.00	0.00	3,458.00
Community Meetings	0.00	3,000.00	-3,000.00	0.00	3,000.00
<b>Total – Special Projects Expense</b>	<b>0.00</b>	<b>36,000.00</b>	<b>-15,000.00</b>	<b>21,000.00</b>	<b>46,458.00</b>
<b>Total Expenses</b>	<b>0.00</b>	<b>36,000.00</b>	<b>-15,000.00</b>	<b>21,000.00</b>	<b>46,458.00</b>

Street Fund	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2021 Proposed Budget
<b>Revenues</b>					
<b>Operating Revenues</b>					
Property Tax	10,106.95	10,679.10	-572.15	10,106.95	10,762.68
Sales & Use Tax	8,119.79	10,000.00	1,000.00	11,000.00	10,000.00
Specific Ownership Tax	364.17	400.00	146.26	546.26	500.00
Delinquent Tax & Interest	0.00	0.00	0.00	0.00	0.00
Franchise Tax	4,505.44	6,000.00	758.16	6,758.16	6,500.00
Highway Users Tax	8,859.42	18,000.00	-4,710.87	13,289.13	12,000.00
County R&B Reapportionment	11,779.75	10,000.00	1,779.75	11,779.75	10,000.00
Interest	32.77	45.00	4.16	49.16	45.00
Miscellaneous	0.00	0.00	25.00	25.00	0.00
Rico Center Grant – Plowing & Repair	24,628.38	34,416.09.00	,0.00	34,416.09	20,000.00
<b>Subtotal - Street Fund Operating Revenues</b>	<b>68,369.67</b>	<b>89,540.19</b>	<b>-1,569.69</b>	<b>87,797.00</b>	<b>69,807.68</b>
<b>Capital Improvement Revenues</b>					
Excise Tax	1,826.50	1,000.00	826.00	1826.50	1,000.00
<b>Subtotal - Street Fund Capital Improvement Revenues</b>	<b>1,826.50</b>	<b>1,000.00</b>	<b>826.00</b>	<b>1,826.50</b>	<b>1,000.00</b>
<b>Total – Street Fund Revenues</b>	<b>70,223.17</b>	<b>90,540.19</b>	<b>-743.19</b>	<b>89,797.00</b>	<b>70,807.68</b>
<b>Expenses</b>					
<b>Operating Expenses - Labor</b>					
Payroll Transfer	23,384.32	36,416.09	-1,339.61	35,076.48	37,017.31
Auditor	0.00	0.00	2,035.75	2,035.75	0.00
Accounting Services	0.00	0.00	0.00	0.00	0.00
<b>Subtotal – Operating Expenses - Labor</b>	<b>23,384.32</b>	<b>36,416.09</b>	<b>696.14</b>	<b>37,112.23</b>	<b>37,017.31</b>

Street Fund	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2021 Proposed Budget
<b>Operating Expenses - Other</b>					
Snow Removal - Contract	10,450.00	20,000.00	-4,325.00	15,675.00	20,000.00
Fuel	3,531.60	8,000.00	-2,602.60	5,397.40	8,000.00
Equipment Repairs & Maintenance	7,451.99	21,678.38	-10,500.39	11,177.99	10,000.00
Insurance	0.00	5,000.00	-5,000.00	0.00	5,000.00
Supplies	578.59	2,500.00	-1,632.11	867.89	2,500.00
Electric	1,162.00	2,000.00	-257.00	1,743.00	2,000.00
Street Lights	752.00	1,200.00	-72.00	1,128.00	1,200.00
Utilities - other	1,200.85	2,000.00	-199.47	1,800.53	2,000.00
Treasurer Fees	201.98	300.00	2.97	302.97	350.00
<b>Subtotal – Other Expenses</b>	<b>48,712.83</b>	<b>99,094.47</b>	<b>23,889.46</b>	<b>75,205.01</b>	<b>88,067.31</b>
<b>Capital Improvement Expenses</b>					
Gravel Project - Various Streets	1,320.00	3,000.00	-1,680.00	1,320.00	3,000.00
Equipment Lease Loader	24,067.00	25,000.00	-932.47	24,067.00	25,000.00
Water Truck	0.00	0.00	0.00	0.00	0.00
<b>Subtotal – Capital Improvement Expenses</b>	<b>25,387.53</b>	<b>28,000.00</b>	<b>2,612.47</b>	<b>25,286.53</b>	<b>28,000.00</b>
<b>Total Street Fund Expenses</b>	<b>74,100.36</b>	<b>127,094.47</b>	<b>-26,501.93</b>	<b>100,592.54</b>	<b>116,067.31</b>

Water Fund	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2021 Proposed Budget
<b>Revenues</b>					
<b>Operating Revenues</b>					
Water Revenue	86,625.38	120,000.00	5,438.07	125,438.07	120,000.00
Interest	108.68	150.00	13.02	163.02	150.00
Electric Reimbursement	1,743.00	1,500.00	243.00	1,743.00	1,500.00
Miscellaneous & Insurance	0.00	0.00	0	0.00	0.00
<b>Subtotal – Water Fund Operating Revenues</b>	<b>85,477.06</b>	<b>121,650.00</b>	<b>5,694.09</b>	<b>127,344.09</b>	<b>126,775.00</b>
<b>Capital Improvement Revenues</b>					
Water Meter Replacement & Relocation Grant	43,010.05	289,909.00	0.00	289,909.00	0.00
Water Tap	8,000.00	0.00	8000.00	8,000.00	0.00
Tap Installation	0.00	0.00	0	0	0.00
<b>Subtotal – Capital Improvement Revenues</b>	<b>51,010.05</b>	<b>289,909.00</b>	<b>8,000.00</b>	<b>297,909.00</b>	<b>0.00</b>
<b>Total – Water Fund Revenues</b>	<b>136,487.11</b>	<b>411,559.00</b>	<b>13,694.09</b>	<b>425,253.09</b>	<b>126,775.00</b>
<b>Expenses</b>					
<b>Operating Expenses - Labor</b>					
Payroll Transfer	65,059.03	110, 511.69	-12,923.14	97,588.55	108,289.77
Employee Benefits Life	91.86	125.00	12.70	137.79	140.00
Auditor	0.00	2,035.75	89.25	2,125.00	2,125.00
Accountant	0.00	0.00	0.00	0.00	0.00
Attorney	0.00	3,000.00	-3000.00	0.00	1,000.00
<b>Subtotal - Employee and Other Labor Costs</b>	<b>65,150.89</b>	<b>115,672.44</b>	<b>15,821.10</b>	<b>99,851.34</b>	<b>111,654.77</b>

Water Fund	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2021 Proposed Budget
<b>Operating Expenses - Other</b>					
Insurance	5,285.02	6,000.00	-714.98	5,285.02	6,000.00
Repairs & Supplies	3,121.88	11,500.00	-6,817.18	4,682.82	7,500.00
Water Samples	813.12	3,500.00	-2,280.32	1,219.68	2,000.00
Electric	3,583.00	5,300.00	74.50	5,374.50	5,400.00
Propane	1,250.00	1,200.00	675.00	1,875.00	2,000.00
Utilities - Other	1,521.97	1,000.00	1,282.96	2,282.96	2,000.00
Dolores Water Conservation District	2,700.05	2,700.05	0.00	2,700.05	2,700.05
Tank Repairs	97,716.36	200,000.00	20,000.00	220,000.00	0.00
Miscellaneous	125.00	500.00	-312.50	187.50	500.00
<b>Subtotal Operating Expenses - Other</b>	<b>116,116.40</b>	<b>231,700.05</b>	<b>11,907.48</b>	<b>243,607.53</b>	<b>28,100.05</b>
<b>Capital Improvement Expenses</b>					
Depreciation Expense	0.00	5,000.00	0.00	0.00	5,000.00
Water Meter Replacement & Relocation	87,211.25	446,014.00	-156,105.00	289,909.00	0.00
Water Engineering	154.12	0.00	154.12	154.21	2,500.00
<b>Subtotal – Capital Improvement Expenses</b>	<b>87,365.37</b>	<b>451,014.00</b>	<b>160,950.88</b>	<b>290,063.12</b>	<b>7,500.00</b>
<b>Total Water Fund Expenses</b>	<b>268,632.66</b>	<b>798,386.49</b>	<b>164,864.50</b>	<b>633,521.99</b>	<b>147,254.82</b>

Sewer Fund	2020 Actual from August 31st	2019 Original Budget	2019 Original vs. Amended	November 30th Estimated Budget	2020 Proposed Budget
<b>Revenues</b>					
<b>Operating Revenues</b>					
Property Tax	22,265.17	23,565.18	-1,300.01	22,265.17	23,750.26
Specific Ownership Tax	803.62	1,000.00	205.43	1,205.43	1,000.00
Miscellaneous	20.00	0.00	0.00	20.00	75.00
Delinquent Tax & Interest	38.08	75.00	-17.88	57.12	50.00
Interest	65.70	100.00	-1.45	98.55	95.00
<b>Total Sewer Fund Operating Revenues</b>	<b>23,192.57</b>	<b>24,740.18</b>	<b>1,093.91</b>	<b>23,646.27</b>	<b>24,895.26</b>
<b>Expenses</b>					
Payroll Transfer	5,940.83	0.00	8,911.25	8,911.25	10,219.46
Septic Inspection Certification & Training	612.50	1,000.00	-387.50	612.50	1,000.00
Treasurer Fees	445.69	500.00	168.53	668.53	750.00
Insurance	0.00	0.00	0.00	0.00	0.00
Auditor	0.00	0.00	0.00	0.00	0.00
Attorney	3,000.00	0.00	3,000.00	3,000.00	10,000.00
Miscellaneous Engineering	3,672.63	15,000.00	-9,491.05	5,508.95	0.00
OSWT Permit Surcharge	0.00	0.00	0.00	0.00	0.00
<b>Total Sewer Fund Operating</b>	<b>35,811.00</b>	<b>16,500.00</b>	<b>2,201.23</b>	<b>18,701.23</b>	<b>21,969.46</b>



Parks, Open Space & Trails Fund	2020 Actual from August 31st	2020 Original Budget	2020 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2021 Proposed Budget
<b>Revenues</b>					
<b>Operating Revenues</b>					
Sales & Use Tax	8,119.79	9,000.00	3,179.69	12,179.69	9,000.00
Lodging Tax	177.89	1,000.00	-733.16	266.84	1,000.00
Interest	29.36	35.00	9.04	44.04	35.00
Excise Tax	1,826.50	1,500.00	326.50	1,826.50	1,500.00
Misc. Income	0.00	0.00	0.00	0.00	0.00
<b>Subtotal Park Fund Operating Revenues</b>	<b>10,153.54</b>	<b>11,535.00</b>	<b>2,782.07</b>	<b>14,317.07</b>	<b>11,535.00</b>
<b>Special Project Revenues</b>					
Rico Center Grant	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	
<b>Subtotal Park Fund Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>10,153.54</b>	<b>11,535.00</b>	<b>2,782.07</b>	<b>14,317.07</b>	<b>11,535.00</b>
<b>Operating Expenses</b>					
Winter Trailing Grooming Payroll	4,500.00	6,500.00	-2,192.00	4,308.00	6,500.00
Ice Rink & Park Maintenance Payroll	1,270.00	6,500.00	-5,430.48	1,069.52	8,900.00
Administrator Payroll	0.00	5,000.00	-5,000.00	0.00	5,000.00
Repairs & Maintenance of Equipment	0.00	1,000.00	-1,000.00	0.00	1,000.00
Insurance	4,851.72	5,500.00	-648.28	4,851.72	5,500.00
Ice Rink Supplies	0.00	500.00	0.00	500.00	1,000.00
Supplies	4,046.81	6,950.00	-879.79	6,070.21	6,750.00
Miscellaneous	0.00	0.00	0.00	0.00	100.00
<b>Subtotal Park Fund Operating Expenses</b>	<b>14,668.53</b>	<b>31,950.00</b>	<b>-15,150.55</b>	<b>16,799.45</b>	<b>34,750.00</b>

<b>Parks, Open Space &amp; Trails Fund</b>	<b>2020 Actual from August 31st</b>	<b>2020 Original Budget</b>	<b>2020 Original vs. Amended</b>	<b>November 30<sup>th</sup> Estimated Budget</b>	<b>2021 Proposed Budget</b>
<b>Special Project Expenses</b>					
Town Clean Up	1,714.25	1,500.00	214.25	1,714.25	2,000.00
Flowers	1,100.00	0.00	1,100.00	1,100.00	1,100.00
Winter Carnival	600.00	0.00	600.00	600.00	750.00
Rico Grande Southern Extension Trail	0.00	2,000.00	-2,000.00	0.00	6,000.00
<b>Subtotal Park Fund Special Project Expenses</b>	<b>3,414.25</b>	<b>3,500.00</b>	<b>-85.75</b>	<b>3,414.26</b>	<b>9,850.00</b>
<b>Total Expenses</b>	<b>18,082.78</b>	<b>35,450.00</b>	<b>-15,236.30</b>	<b>20,213.70</b>	<b>44,600.00</b>

Colorado Conservation Trust Fund	2020 Actual from August 31st	2019 Original Budget	2019 Original vs. Amended	November 30 <sup>th</sup> Estimated Budget	2019 Proposed Budget
<b>Revenues</b>					
Operating Revenues					
Lottery Proceeds	1,306.01	2,000.00	-693.99	1,306.01	2,000.00
Reimbursements	0.00	0.00	0.00	0.00	0.00
<b>Total CTF Revenues</b>	<b>1,306.01</b>	<b>2,000.00</b>	<b>-693.99</b>	<b>1,306.01</b>	<b>2,000.00</b>
<b>Expenses</b>					
Projects – Rio Grande Southern Extension	0.00	5,000.00	-5,000.00	0.00	5,000.00
<b>Total Expenses</b>	<b>1,306.01</b>	<b>5,000.00</b>	<b>4,306.01</b>	<b>1,306.01</b>	<b>5,000.00</b>

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PoDI / NHS	
FHWA PROJECT OF DIVISION INTEREST (PoDI)?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
NATIONAL HIGHWAY SYSTEM?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES

DEPARTMENT OF TRANSPORTATION

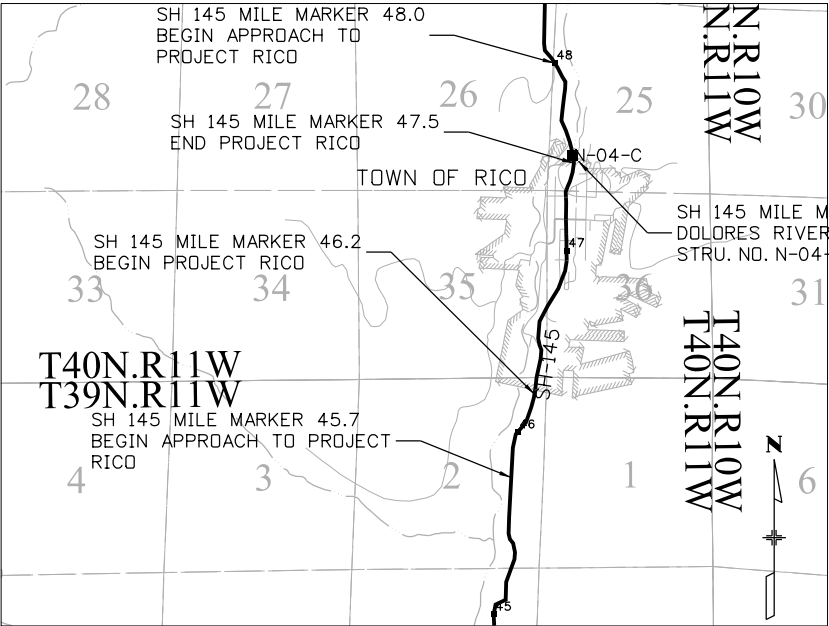
STATE OF COLORADO

Related Projects:	
P. E. UNDER PROJECT:	NHPP 145A-076
Project Number	22085
Project Code:	
R.O.W. Projects:	
R.O.W. Project Description	22085

TABULATION OF LENGTH & DESIGN DATA				
MILE POSTS AND STATIONING (IF ESTABLISHED)	FEET			
	ROADWAY SH 145 DOLORES	ROADWAY SH 145 RICO	ROADWAY US 160 CORTEZ WEST	ROADWAY US 160 CORTEZ EAST
BEGIN APPROACH TO DOLORES PROJECT = MP 8.89	0			
BEGIN DOLORES PROJECT = MP 9.39 Sta=10+73.28	2,640			
END DOLORES PROJECT = MP 13.8	23,284.80			
END APPROACH TO DOLORES PROJECT = MP 14.3	2,640			
BEGIN APPROACH TO RICO PROJECT = MP 45.7		0		
BEGIN RICO PROJECT = MP 46.2		2,640		
END RICO PROJECT = MP 47.5		6,864		
END APPROACH TO RICO PROJECT = MP 48.0		2,640		
BEGIN APPROACH TO CORTEZ WEST PROJECT = MP 34.39			0	
BEGIN CORTEZ WEST PROJECT = MP 34.89			2,640	
BEGIN COUNTY ROAD G INTERSECTION PROJECT GAP = MP 35.08			1,003.20	
END COUNTY ROAD G INTERSECTION PROJECT GAP = MP 35.31			1,214	
END CORTEZ WEST PROJECT = MP 37.05			9,187.20	
END APPROACH TO CORTEZ WEST PROJECT = MP 37.55			2,640	
BEGIN APPROACH TO CORTEZ EAST PROJECT = MP 38.59				0
BEGIN CORTEZ EAST PROJECT = MP 39.09				2,640
END CORTEZ EAST PROJECT = MP 41.0				10,084.80
END APPROACH TO CORTEZ EAST PROJECT = MP 41.5				2,640
TOTAL NET LENGTH PER PROJECT SEGMENT =	23,285	6,864	8,976.0	10,085
TOTAL GROSS LENGTH PER PROJECT SEGMENT =	28,565	12,144	16,685	15,365
SUMMARY OF TOTAL PROJECT LENGTHS	FEET			
ROADWAY NET LENGTH =	42,110			
PROJECT GROSS LENGTH =	72,758			

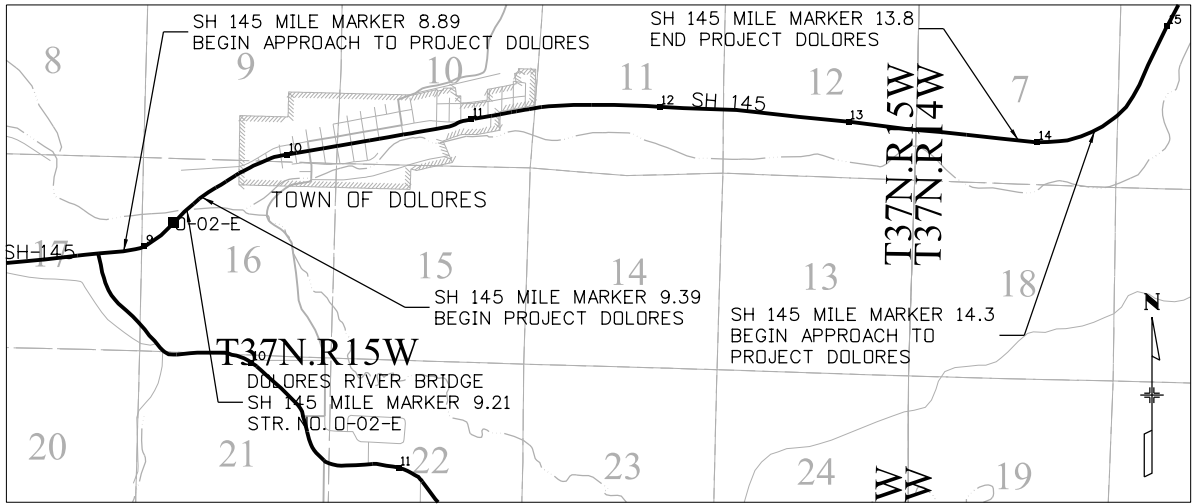
DESIGN DATA	ROADWAY SH 145 DOLORES	ROADWAY SH 145 RICO	ROADWAY US 160 CORTEZ WEST	ROADWAY US 160 CORTEZ EAST
MINIMUM RADIUS OF CURVE	M.E.	M.E.	M.E.	M.E.
MAXIMUM GRADE	M.E.	M.E.	M.E.	M.E.
MINIMUM S.S.D. HORIZONTAL	M.E.	M.E.	M.E.	M.E.
MINIMUM S.S.D. VERTICAL	M.E.	M.E.	M.E.	M.E.
EXISTING MAXIMUM POSTED SPEED (MPH)	35-55	30-60	40-55	30-65
2030 DESIGN TRAFFIC AADT (VPD)	N.A.	N.A.	N.A.	N.A.
DIV TRUCK (%)	3,600-5,500	2,000-2,300	8,800-16,000	8,200-21,000
CLEAR ZONE DISTANCE (FT)	5.1-6.7	7.8-9	5.8-9.3	4.8
CONSTRUCTION CLEAR ZONE (ft)(MIN 18 FT)	15-30	15-30	30	32
	18	18	18	18

HIGHWAY CONSTRUCTION BID PLANS OF PROPOSED PROJECT NO. NHPP 145A-076 STATE HIGHWAY NO. 145 AND US 160 MONTEZUMA AND DOLORES COUNTY CONSTRUCTION PROJECT CODE NO. 22085 SH 145 DOLORES RICO US 160 CORTEZ HEATER REPAVING TREATMENT AND ADA RAMPS



SHEET NO.	
1	TITLE SHEET
2	STANDARD PLANS LIST SHEET
3-5	TYPICAL SECTIONS, FLATWORK & PATCHING DETAILS
6-8	GENERAL NOTES
9	SUBSURFACE UTILITY ENGINEERING (SUE) CERTIFICATION
10-12	SUMMARY OF APPROXIMATE QUANTITIES
13-14	TABULATION OF MISCELLANEOUS REMOVALS
15	TABULATION OF SURFACING QUANTITIES
16	TABULATION OF APPROACHES
17	TABULATION OF GUARDRAIL AND END ANCHORS
18	TABULATION OF MISCELLANEOUS CONCRETE STRUCTURES (ADA RAMPS)
19	TABULATION OF PERMANENT MARKINGS
20	TABULATION OF PAVEMENT MARKINGS
21	TABULATION OF CONSTRUCTION TRAFFIC CONTROL
22	TABULATION OF STORMWATER (EROSION CONTROL) QUANTITIES
23	SURVEY TABULATION SHEET (ADDRESSED AT FOR PHASE)
24-27	SURVEY PROJECT CONTROL SHEETS
28-41	ROADWAY (STRIPING) DOLORES & RICO PLAN SHEETS
42-54	TRAFFIC CORTEZ STRIPING PLAN SHEETS
55	US 160 MCELMO BRIDGE STRUCTURE GENERAL NOTES & QUANTITIES
56-58	US 160 MCELMO BRIDGE STRUCTURE REPAIR PLANS
59-76	ADA RAMP PLAN SHEETS
X	CONSTRUCTION TRAFFIC PHASING (ADDRESSED AT FOR PHASE)
77-79	EROSION CONTROL DETAIL PLANS

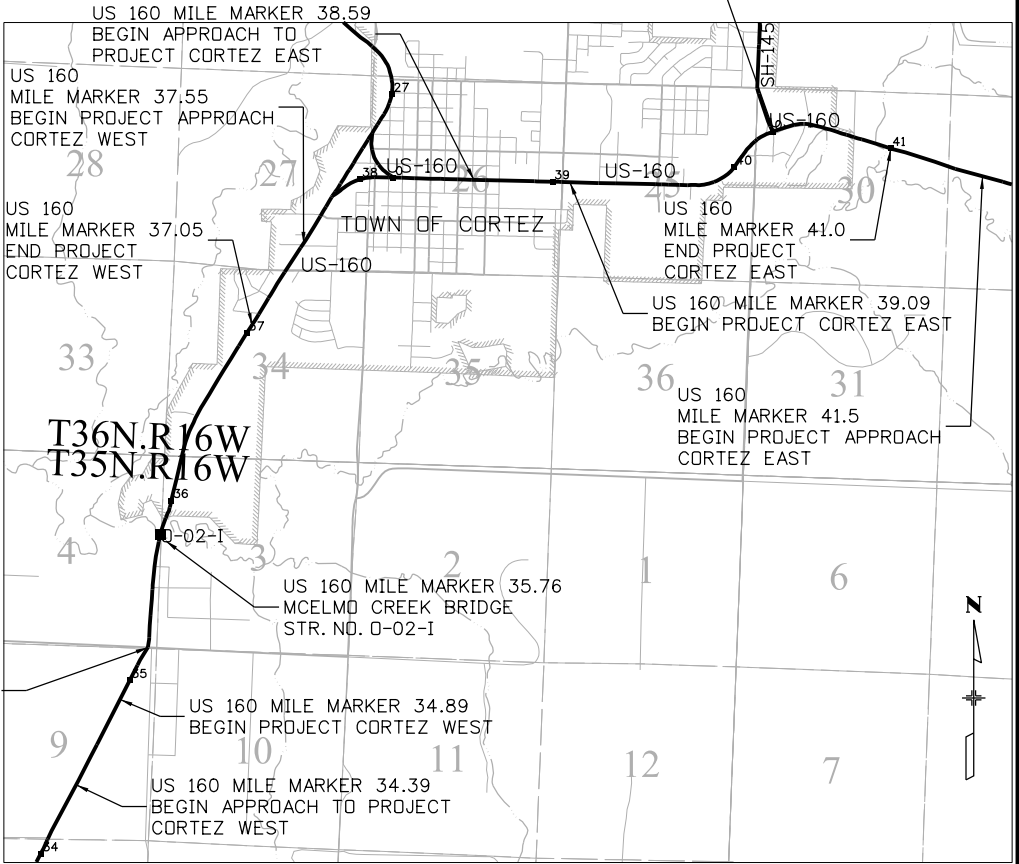
SH 145 MILE MARKER 0.0 TO 0.04  
INCLUDE INTERSECTION LIMITS IN PROJECT



PROJECT LOCATION MAPS

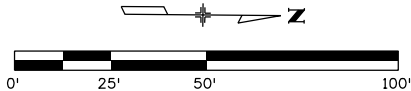
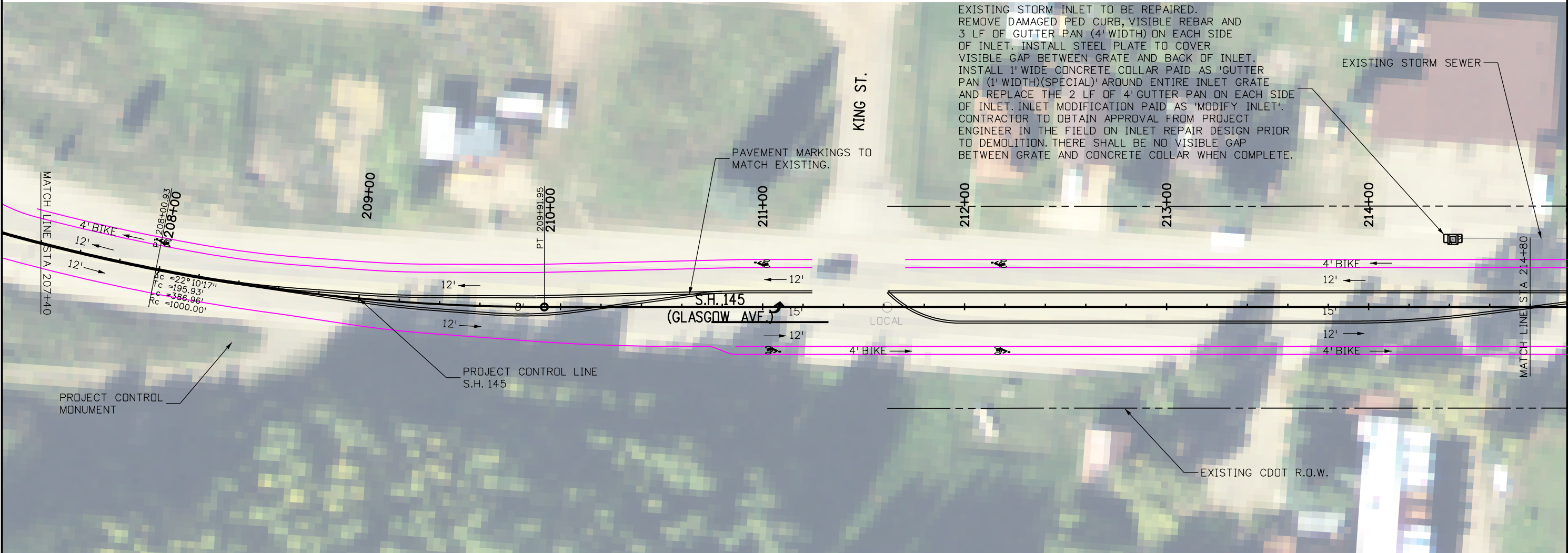


COUNTY ROAD G INTERSECTION LIMITS OF CONCRETE MILE MARKER 35.08 TO 35.31 NOT INCLUDED IN PROJECT.



Print Date: 7/29/2020	0000	Sheet Revisions			Colorado Department of Transportation 3803 N. Main Avenue, Suite 100 Durango, Co 81301 Phone: 970-385-8948 FAX: 970-249-6018 Region 5 JEF	As Constructed	Contract Information		Project No./Code NHPP 145A-076 22085 Sheet Number 1
File Name: 22085DES_001_Title Sheet.dgn		Date:	Comments	Init.			Contractor:	Resident Engineer: Jason Fullerton	
Horiz. Scale: 1:5280 Vert. Scale:							Project Engineer: TBD	PROJECT STARTED: / / ACCEPTED: / /	
							Comments:		

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Print Date: 7/28/2020
File Name: 22085DES_RDWY_Plan Sheet 011.dgn
Horiz. Scale: 1:50      Vert. Scale: As Noted
RE-1      JEF

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	Date:	Comments	Init.



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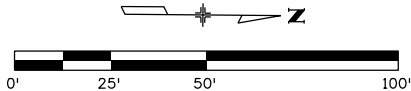
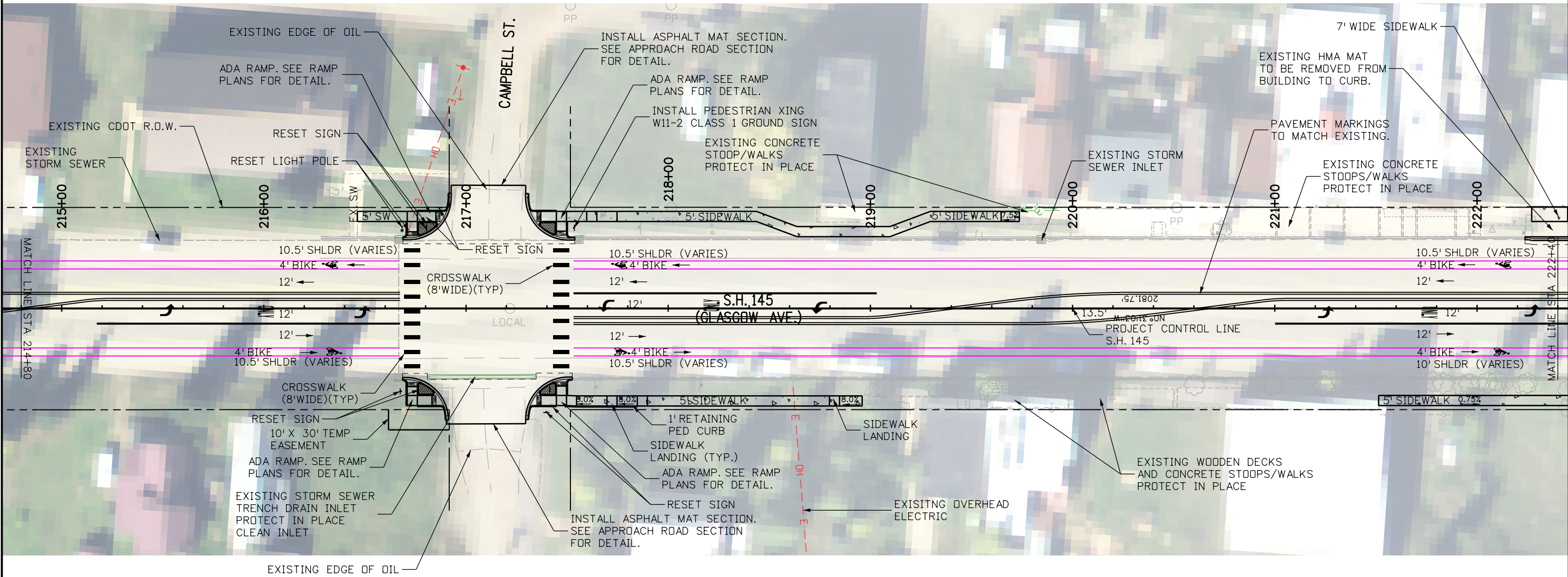
Region 5

JEF

As Constructed		ROADWAY PLAN RICO				Project No./Code
No Revisions:						NHPP 145A-076
Revised:	Designer:	KLR	Structure	-		22085
	Detailer:	KLR	Numbers	-		
Void:	Sheet Subset:	RDWY	Subset Sheets:	11 of 14		Sheet Number 38



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File Name: 22085DES_RDWY_Plan Sheet 012.dgn
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RE-1      JEF

Sheet Revisions		
Date:	Comments	Init.



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**Region 5**

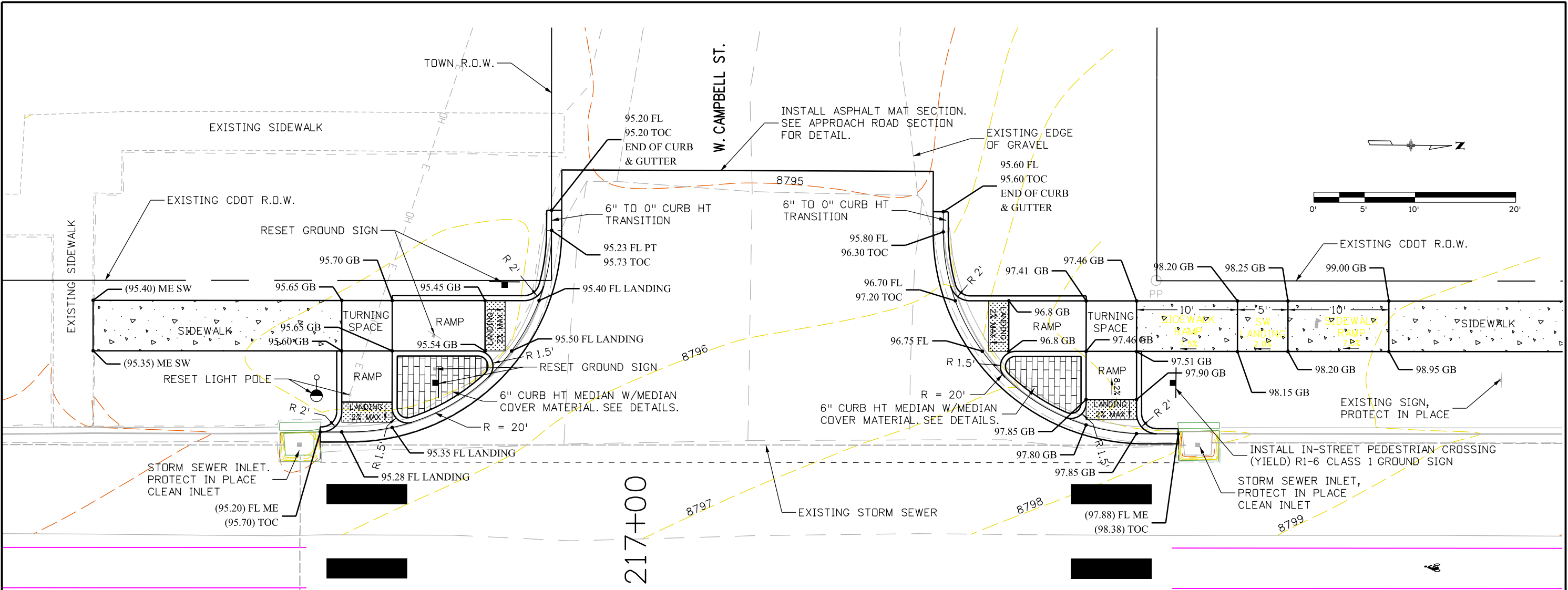
**JEF**

As Constructed		ROADWAY PLAN RICO				Project No./Code
No Revisions:						NHPP 145A-076
Revised:		Designer:	KLR	Structure	-	22085
Void:		Detailer:	KLR	Numbers	-	
		Sheet Subset:	RDWY	Subset Sheets:	12 of 14	Sheet Number 39

Print Date: 7/28/2020		<div>0000</div>	Sheet Revisions			<div>Colorado Department of Transportation</div> <div><div></div><div>3803 N. Main Avenue, Suite 200 Durango, Co 81301 Phone: 970-385-8370 FAX: 970-385-3635</div></div> <div>Region 5</div> <div>JEF</div>	As Constructed		ROADWAY PLAN RICO				Project No./Code	
File Name: 22085DES_RDWY_Plan Sheet 013.dgn			Date:	Comments	Init.		No Revisions:		NHPP 145A-076					
Horiz. Scale: 1:50                      Vert. Scale: As Noted							Revised:	Designer: KLR	Structure	-		22085		
RE-1    JEF								Detailer: KLR	Numbers	-				
							Void:	Sheet Subset: RDWY	Subset Sheets:	13 of 14		Sheet Number 40		



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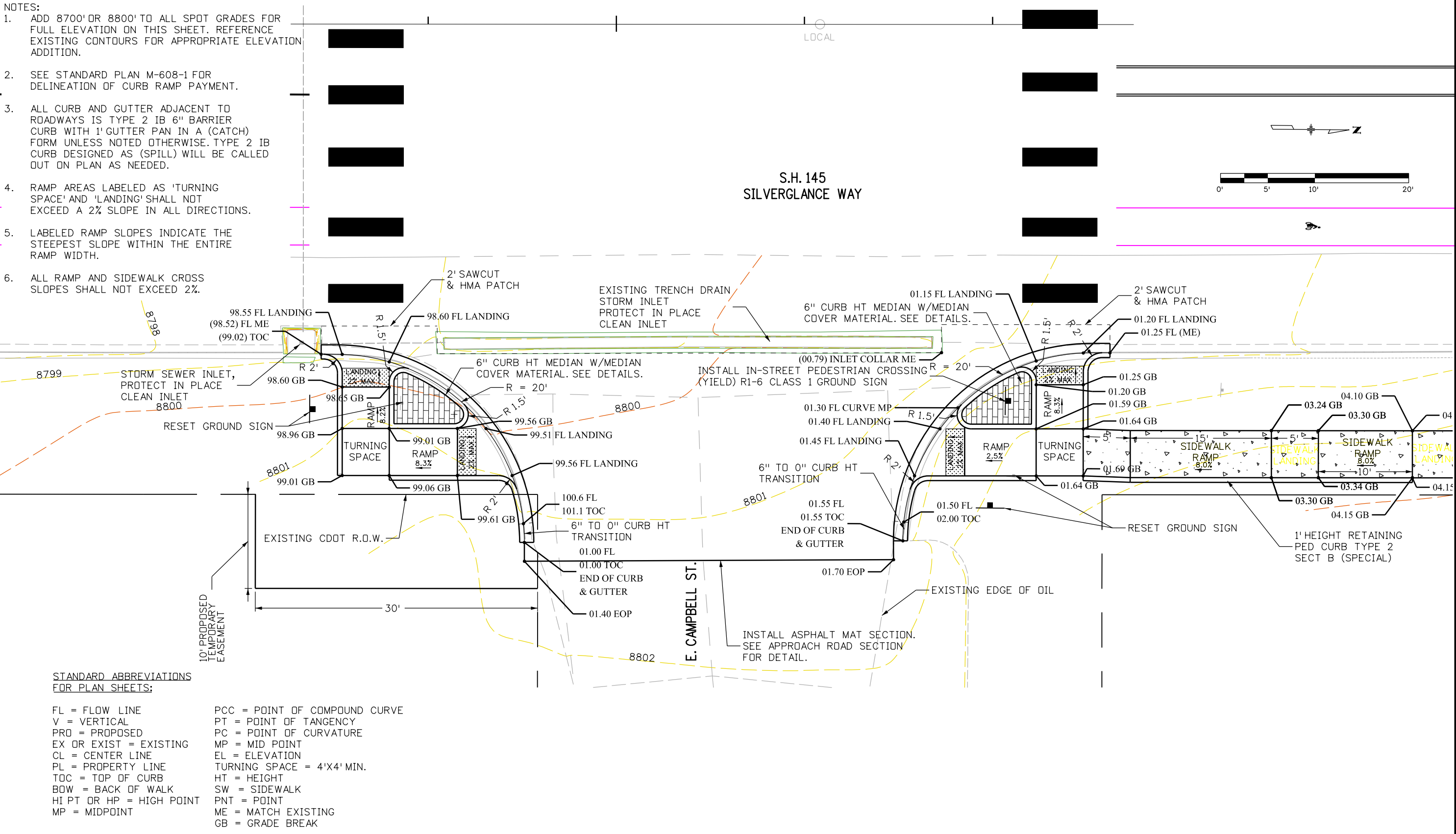
- NOTES:
1. ADD 8700' TO ALL SPOT GRADES FOR FULL ELEVATION ON THIS SHEET.
  2. SEE STANDARD PLAN M-608-1 FOR DELINEATION OF CURB RAMP PAYMENT.
  3. ALL CURB AND GUTTER ADJACENT TO ROADWAYS IS TYPE 2 IB 6" BARRIER CURB WITH 1' GUTTER PAN IN A (CATCH) FORM UNLESS NOTED OTHERWISE. TYPE 2 IB CURB DESIGNED AS (SPILL) WILL BE CALLED OUT ON PLAN AS NEEDED.
  4. RAMP AREAS LABELED AS 'TURNING SPACE' AND 'LANDING' SHALL NOT EXCEED A 2% SLOPE IN ALL DIRECTIONS.
  5. LABELED RAMP SLOPES INDICATE THE STEEPEST SLOPE WITHIN THE ENTIRE RAMP WIDTH.
  6. ALL RAMP AND SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%.

STANDARD ABBREVIATIONS  
FOR PLAN SHEETS:

FL = FLOW LINE	PCC = POINT OF COMPOUND CURVE
V = VERTICAL	PT = POINT OF TANGENCY
PRO = PROPOSED	PC = POINT OF CURVATURE
EX OR EXIST = EXISTING	MP = MID POINT
CL = CENTER LINE	EL = ELEVATION
PL = PROPERTY LINE	TURNING SPACE = 4'X4' MIN.
TOC = TOP OF CURB	HT = HEIGHT
BOW = BACK OF WALK	SW = SIDEWALK
HI PT OR HP = HIGH POINT	PNT = POINT
MP = MIDPOINT	ME = MATCH EXISTING
	GB = GRADE BREAK

Print Date: 7/28/2020	0000	Sheet Revisions			Colorado Department of Transportation		As Constructed		PLAN W. CAMPBELL ST. RAMPS RICO			Project No./Code	
File Name: 22085DES_Plan Sheet 09_W. Campbell. Ramp.dgn		Date:	Comments	Init.	3803 N. Main Avenue, Suite 200 Durango, Co 81301 Phone: 970-385-8370 FAX: 970-385-3635		No Revisions:		Designer: KLR			NHPP 145A-076	
Horiz. Scale: 1:10					Region 5		Revised:		Detailer: ARS			22085	
RE 1					JEF		Void:		Sheet Subset: PLAN			Sheet Number 66	
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									Subset Sheets: 09 OF 18				

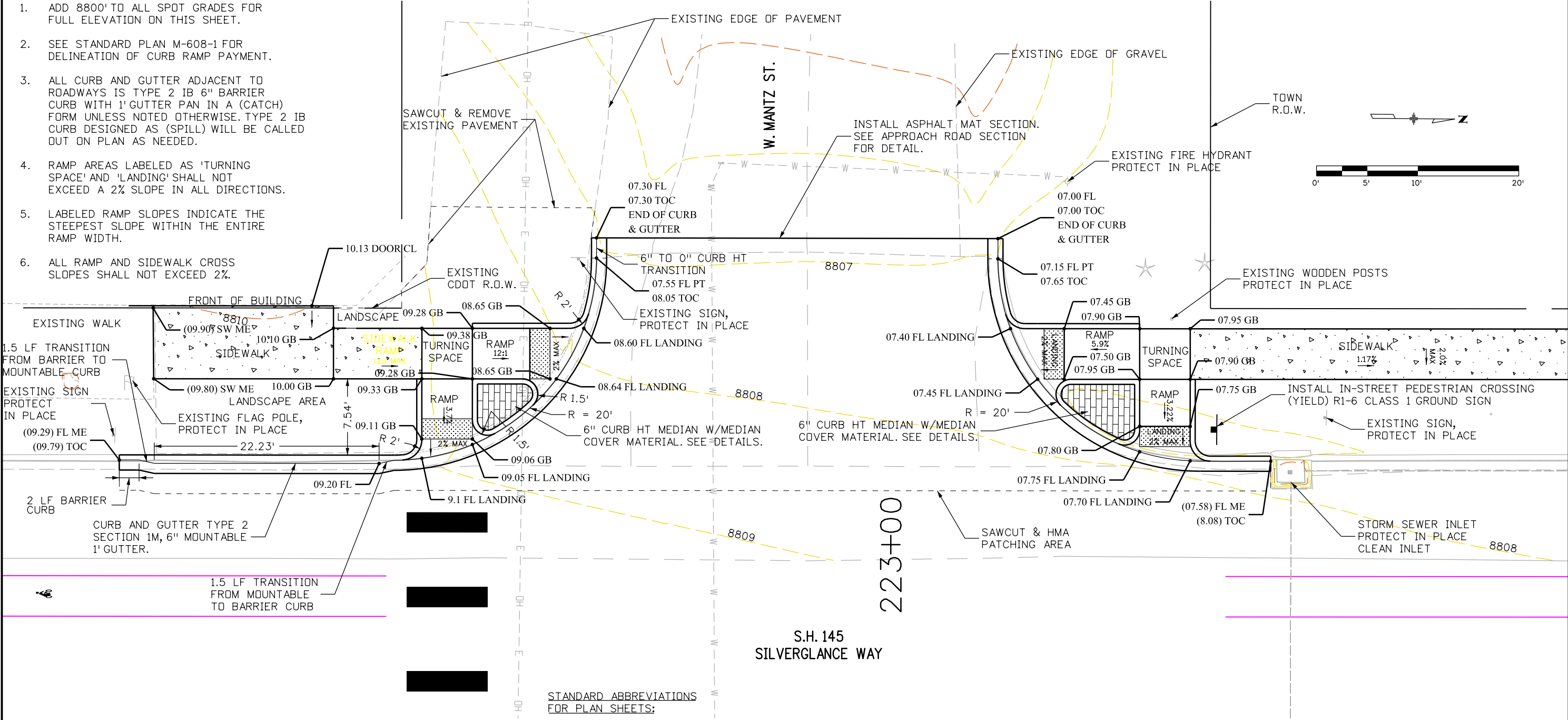
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Print Date: 7/28/2020	0000	Sheet Revisions			Colorado Department of Transportation  Region 5		As Constructed		PLAN W. CAMPBELL ST. RAMPS RICO			Project No./Code	
File Name: 22085DES_Plan Sheet 10_E_Campbell_Ramp.dgn		Date:	Comments	Init.			No Revisions:		Designer: KLR			NHPP 145A-076	
Horiz. Scale: 1:10							Revised:		Detailer: ARS			22085	
RE 1 JEF							Void:		Sheet Subset: PLAN			Sheet Number 67	
									Structure Numbers	NA			
									Subset Sheets:	10 OF 18			

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- NOTES:
1. ADD 8800' TO ALL SPOT GRADES FOR FULL ELEVATION ON THIS SHEET.
  2. SEE STANDARD PLAN M-608-1 FOR DELINEATION OF CURB RAMP PAYMENT.
  3. ALL CURB AND GUTTER ADJACENT TO ROADWAYS IS TYPE 2 IB 6" BARRIER CURB WITH 1' GUTTER PAN IN A (CATCH) FORM UNLESS NOTED OTHERWISE. TYPE 2 IB CURB DESIGNED AS (SPILL) WILL BE CALLED OUT ON PLAN AS NEEDED.
  4. RAMP AREAS LABELED AS 'TURNING SPACE' AND 'LANDING' SHALL NOT EXCEED A 2% SLOPE IN ALL DIRECTIONS.
  5. LABELED RAMP SLOPES INDICATE THE STEEPEST SLOPE WITHIN THE ENTIRE RAMP WIDTH.
  6. ALL RAMP AND SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%.



STANDARD ABBREVIATIONS  
FOR PLAN SHEETS:

FL = FLOW LINE  
V = VERTICAL  
PRO = PROPOSED  
EX OR EXIST = EXISTING  
CL = CENTER LINE  
PL = PROPERTY LINE  
TOC = TOP OF CURB  
BOW = BACK OF WALK  
HI PT OR HP = HIGH POINT  
MP = MIDPOINT

PCC = POINT OF COMPOUND CURVE  
PT = POINT OF TANGENCY  
PC = POINT OF CURVATURE  
MP = MID POINT  
EL = ELEVATION  
TURNING SPACE = 4'X4' MIN.  
HT = HEIGHT  
SW = SIDEWALK  
PNT = POINT  
ME = MATCH EXISTING  
GB = GRADE BREAK

Print Date: 7/28/2020
File Name: 22085DES_Plan Sheet 11_W. Mantz Ramp.dgn
Horiz. Scale: 1:10      Vert. Scale: As Noted
RE 1      JEF

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Region 5

JEF

As Constructed		PLAN W. MANTZ ST. RAMPS RICO				Project No./Code	
No Revisions:						NHPP 145A-076	
Revised:		Designer:	KLR	Structure	NA	22085	
Void:		Detailer:	ARS	Numbers	NA	Sheet Number 68	
		Sheet Subset:	PLAN	Subset Sheets:	11 OF 18		

INSTALL IN-STREET PEDESTRIAN CROSSING  
(YIELD) R1-6 CLASS 1 GROUND SIGN

2' SAWCUT  
& HMA PATCH  
(12.55) FL ME  
(13.05) TOC

EXISTING TRENCH DRAIN  
STORM INLET  
PROTECT IN PLACE  
CLEAN INLET

6" BARRIER CURB & 1" GUTTER  
TYPE 2 (SPILL) (SECTION 1B)  
FOR ENTIRE LENGTH OF CURB  
SHOWN FOR THIS RAMP

6" CURB HT MEDIAN W/MEDIAN  
COVER MATERIAL. SEE DETAILS.

6" CURB HT MEDIAN W/MEDIAN  
COVER MATERIAL. SEE DETAILS.

2' SAWCUT  
& HMA PATCH

(12.28) FL ME  
(12.78) TOC  
STORM SEWER INLET  
PROTECT IN PLACE  
CLEAN INLET

△ SIDEWALK △

REMOVE TREE —

EXISTING CDOT R.O.W.

EXISTING UTILITY POLE  
PROTECT IN PLACE

EXISTING SIGN  
PROTECT IN PLACE

EXISTING EDGE  
OF GRAVEL

E. MANTZ ST.

EXISTING EDGE  
OF DI

6" TO 0" CURB H  
TRANSITION

INSTALL ASPHALT MAT SECTION.  
— SEE APPROACH ROAD SECTION  
FOR DETAIL.

— EXISTING SIGN.  
PROTECT IN PLACE

OF CURB  
TER

STANDARD ABBREVIATIONS  
FOR PLAN SHEETS:

FL = FLOW LINE  
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PRO = PROPOSED  
EX OR EXIST = EXISTING  
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PCC = POINT OF COMPOUND CURVE  
PT = POINT OF TANGENCY  
PC = POINT OF CURVATURE  
MP = MID POINT  
EL = ELEVATION  
TURNING SPACE = 4'X4' MIN.  
HT = HEIGHT  
SW = SIDEWALK  
PNT = POINT  
ME = MATCH EXISTING  
GB = GRADE BREAK

Print Date: 7/28/2020	
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Horiz. Scale: 1:10	Vert. Scale: As Noted
RE 1	JEF

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	Date:	Comments	Init.

Colorado Department of Transportation



Region 5

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FAX: 970-385-3635

JEF

As Constructed

No Revisions:

Revised:

Void:

PLAN  
E. MANTZ ST. RAMPS  
RICO

Designer:	KLR	Structure Numbers	NA
Detailer:	ARS		NA
Sheet Subset:	PLAN	Subset Sheets:	12 OF 18

Project No./Code

NHPP 145A-076

22085

Sheet Number 69