

AGENDA
TOWN OF RICO BOARD OF TRUSTEES
2 Commercial Street– Rico Town Hall
August 15th, 2018
7:00 p.m.

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

CALL TO ORDER at 7:00 p.m.

ROLL CALL

APPROVAL OF THE AGENDA

APPROVAL OF MINUTES

CONSENT AGENDA

- Payment of bills
- Approval of Treasurer's Report

CITIZENS COMMUNICATION

- School Discussion

CITY COUNCIL AND COMMITTEE REPORTS

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

TOWN MANAGER'S REPORT

- Update on Professional Engineer's reports – reactivating Silver Creek and constructing sewer in the commercial core
- Electric Vehicle Charger Grant

ACTION ITEMS

- 1st reading of an ordinance to allow accessory dwelling units on lots less than 7,500 square feet.
- 1st Reading of an Ordinance to Adopt a Fee Schedule for Marijuana Establishments within the Town of Rico Boundaries.
- 1st Reading of a Revised Tap Fee Ordinance

- Renewal of Tamosan & Company Liquor License
- Renewal of Enterprise Bar & Grill Liquor License
- Approval to add additional Trustees to the Dolores State Bank Signature Card
- Approval of Letter Supporting First Southwest Community Fund grant application for funding for a Capital and Transaction Advisor
- Approval of Resolutions Kyle Minor Subdivision

ADJOURNMENT OF BOARD OF TRUSTEES MEETING AND RECONVENE AS THE BOARD OF ADJUSTMENTS

AGENDA TOWN OF RICO, BOARD OF ADJUSTMENTS

CALL TO ORDER at 8:00 p.m.

- Approval of Resolution regarding Croke Variances: Lots 24 – 30, Block 3, Town of Rico

ADJOURNMENT OF THE BOARD OF ADJUSTMENTS AND RECONVENE AS THE BOARD OF TRUSTEES

DISCUSSION ITEMS

- Meeting with Colorado Department of Health and Environment and British Petroleum
- Wind brake around Gazebo in Rico Town Park
- Bench at Pocket Park Honoring Mathew (Matt) Johnston

ADJOURNMENT

Town of Rico Memorandum

Date: August 6, 2018

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

Rico Elementary School Closing Discussion

As you know, the Rico Elementary School will not be in operation this school year. According to a resolution approved by the Dolores County School District on March 7th, 2018, the Dolores County District Superintendent was directed by the School Board to develop “a plan for communicating in writing with parents, school staff, and community.” It also directed the Superintendent to create a plan and a timeline for reassigning students to other public schools “which must, to the fullest extent practicable, take into account parents’ choice concerning the public schools to which students are reassigned.”

The closure of Rico Elementary brings up the broader issue of what responsibility Dolores County School District has with respect to educating students that live in Rico considering the citizens of Rico pay taxes to the Dolores County District for that very purpose. Earlier this summer, I had a discussion with Mike Gass, the Telluride R1 Superintendent, and wrote the following regarding what I had heard the community express:

1. Transportation – The parents here would like assurance that if for some reason they can’t take their kids to school, there is an alternative. This is also a matter of convenience. While many of the parents work in Telluride some don’t and that circumstance necessitates two separate trips to Telluride. The Rico shuttle has picked up some of this slack but it is quickly becoming inadequate. The San Miguel Authority for Regional Transportation (SMART) has been very helpful, but since Rico taxpayers don’t contribute to that pool of money, there is likely a limit to what they are willing to sustain.
2. Continuity - The Telluride School system has been very generous in taking on Rico students. We do understand though, that Telluride is not obliged. While it is probably unlikely that the Telluride School will expand to the degree that they need to start turning away out of district kids any time in the foreseeable future, the Telluride region continues to grow and the Rico parents would like assurance that if their kids start in the Telluride school system, they will be able to continue in that system.
3. Stewardship of the property – It is important to the Rico community that, whoever ends up with the buildings, maintains them to the degree that they do not become a blight on our main street. The old house next to the school building is not an endorsement of Dolores County

School District's ability to maintain their property and, in fact, is an attractive nuisance that probably should be torn down. While the Town of Rico would appreciate access to the school building for some community events, we are financially unable to take over the maintenance of those buildings.

As a matter of fairness, I believe that the Dolores County School District should contribute whatever amount is reasonable to achieve the items on the list from the portion of the school mill levy that comes from Rico taxpayers. Last year Rico's assessed valuation was \$5,432,252. The Dolores County School District mill levy is 18.562. $5,432,252 * 18.562 / 1000 = \100666.40 .

Subsequent to this email conversation, Mike Gass developed the following list of scenarios that would involve the Telluride School District:

Note: PPOR is the money that the state gives to school districts for individual students.

Assumptions:

The majority of the students want to attend TSD

The Town would like to be associated with TSD

The Town values the building and would like the school option in the future

TSD is fine with the current service model but is willing to help the Rico community if possible.

DCSD will need to provide services for high needs students, either contract, BOCES, etc.

The town feels their dollars should be implemented on behalf of their community in some capacity.

Models to start with-

Scenario A- Status Quo

Students wishing to attend TSD find their way to Telluride and will be admitted to the school.

Transportation – Families would be on their own to provide transportation to Telluride or San Bernardo

Funding- TSD would receive PPOR for students. DCSD would need to form an MOU with TSD for high needs students

Tax Dollars- Would remain with DCSD

Building/ Property- Would remain DCSD

Scenario B- Transportation funding

Students wishing to attend TSD find their way to Telluride and will be admitted to the school.

Transportation- SMART is looking at a larger vehicle for the route. They may have this in place by October. Parents or DCSD could buy a Student pass for the Rico route.

Funding - TSD would receive PPOR for students

Tax Dollars- Would go to DCSD

Building/ Property- Would remain DCSD

Scenario C

Students wishing to attend TSD find their way to Telluride and will be admitted to the school.

Transportation- SMART is looking at a larger vehicle for the route. They may have this in place by October. Parents or DCSD could buy a Student pass for the Rico route.

Funding - TSD would receive PPOR for students

Tax Dollars- The TSD/ Rico would receive a negotiated portion of the Rico tax generation to accommodate students and run the building.

Building/ Property- Would remain DCSD

Scenario D

Students wishing to attend TSD find their way to Telluride and will be admitted to the school.

Transportation- SMART is looking at a larger vehicle for the route. They may have this in place by October. Parents or DCSD could buy a Student pass for the Rico route.

Funding - TSD would receive PPOR for students

Tax Dollars- - The TSD/ Rico would receive a negotiated portion of the Rico tax generation to accommodate students and run the building.

Building/ Property- TSD would acquire the School and surrounding assets for a minimal sale price and DCSD would have first right of refusal for an agreed amount if the facility were to be liquidated.

Scenario A-E- Status Quo – with an election, interim agreement

Students wishing to attend TSD find their way to Telluride and will be admitted to the school.

Transportation – Families would be on their own to provide transportation to Telluride or San Bernardo

Funding- TSD would receive PPOR for students. DCSD would need to form an MOU with TSD for High needs students

Tax Dollars- Remain DCSD

Building/ Property- Would remain DCSD depending on outcome of election.

In all scenarios, the Town of Rico would lease and maintain the park.

Letters regarding this matter went out in the water bills and notice of the meeting is also on the Town of Rico website as well as being posted on the Rico Bulletin. At this point it is incumbent on us to give some direction to the Dolores County School District. I would like to take a straw poll at the end of the discussion to get some input on which, if any, scenario is preferable to the community. There is a copy of the resolution and the community letter from the Dolores County School District included in this packet. It is worth noting that Mr. Hankins is no longer employed by the Dolores County School District.

Update on Professional Engineering Reports

The first draft of the preliminary engineering reports will be available by the end of the month. Eric Krch and Louis Meyer will be at the August Trustee's meeting to talk about their report and answer questions. Now that we have some preliminary cost estimates, we can start thinking about potential sources of funding. I have been giving various scenarios some thought. I don't know that we will be ready to go to the ballot for taxpayer support for infrastructure upgrades in November. If we were to do this, we would have to have the ballot initiative ready to

go by September 7th. Most of the grants for which we will be applying have deadlines in November and April, so the very earliest we would know whether or not we had received grant funding would probably be in the early spring – too late to factor whatever funding we could get into the potential mill levy increase ballot language. I believe that it would be better to wait a year and ask for a mill levy once we have applied for and hopefully obtained grant funding. Even if we were to go to a vote in November and get approval for the upgrades, there is still the final engineering that would need to be done and permits and approvals from the Colorado Department of Health and Environment that we would need to obtain, so it is unlikely that we could start construction in the summer of 2019 anyway. I would like to get some direction from the Board regarding whether or not, we should try to get this on the ballot for the November election.

Electric Vehicle Charger Grant

The Town of Rico has received a grant to install an electric vehicle charger. We will be installing it at the town owned pocket park or in front of the Town Hall, probably the Town Hall since we need internet access to operate it. I will be issuing a request for proposals for a company to install it as soon as I get the paperwork from Charge Ahead Colorado. Telluride and Mancos also received grants for chargers and we may get a better deal if we collaborate.

1st Reading of an Ordinance to Allow Accessory Dwelling Units on Lots Less than 7,500 Square Feet

Our current land use code allows accessory dwelling units on lots that are greater than or equal to 7,500 square feet except in the cases of Silverglance Subdivision and Atlantic Cable Subdivision where there is a footnote to the Residential Design Regulations that states the following:

* The minimum lot size for the Atlantic Cable, Upper Atlantic Cable, Silverglance Subdivision and Silverglance Subdivision Filing 2 shall be the existing platted lots because these subdivisions were platted to be single family lots, that is, neither further residential subdivision, nor the development of accessory dwelling units of existing lots shall be not permitted as a use by right.

This note is a little hard to decipher but I believe it is intended to prohibit accessory dwelling units in these two subdivisions. Trustees Barbara Betts and Zach McManus have requested that we revisit this restriction. The Rico Planning Commission discussed the proposal to allow accessory dwelling units on smaller lots on June 27th, and approved a plan to allow them on lots less than 7500 square feet provided an additional on- site parking space be included and an engineer certificate stating that the existing septic could accommodate the increased use or that

the septic system could and would be expanded to accommodate the additional use. A copy of the proposed ordinance will be emailed to the Trustees and posted on the website as soon as I get it from Carol Viner.

1st Reading of an Ordinance to Adopt a Fee Schedule for Marijuana Establishments within the Town of Rico Boundaries

Along with the marijuana licensing, we need to establish a fee structure. Carol is suggesting that we have an initial application fee, a yearly renewal fee, and a change of application fee at a minimum. I have looked at fee schedules for San Miguel County and Ouray County. San Miguel County charges \$1000 for any application for a license and has a \$1000 annual renewal fee. Ouray County's are as follows:

All New Marijuana Business Applications	\$2500
Existing Marijuana Business – Change of Location	\$2500
Conversion: Medical to Retail Marijuana Business	\$1000
Renewal – Medical or Retail Marijuana Business	\$1200
Transfer of Ownership – Medical or Retail Marijuana Business	\$1000
Minor Modification of Premises – Medical or Retail	\$250
Major Modification of Premises - Medical or Retail	\$1200
Change in Entity Structure	\$200
Change in Trade Name	\$200

There is an ordinance included in this packet so as soon as we decide on fees, we can enact it. The fee schedule will be attached as Exhibit A.

1st Reading of a Revised Tap Fee Ordinance

As we discussed at the meeting on June 20th, a copy of the proposed fee revision ordinance will be emailed to the Trustees and posted on the website as soon as I get it from Carol Viner. I reviewed the recording from the June and it did not appear that the Trustees had reached a consensus regarding the tap fees so I am adding my original suggestion to the ordinance and we can change it at the meeting. As you may recall I had proposed the following fee structure:

¾ inch water tap	\$5,000
1 inch water tap	\$6,000
1 ¼ inch water tap	\$7,000
1 ½ inch water tap	\$9,000
2 inch water tap	\$10,500

Approval of Resolutions regarding Croke Variance and Kyle Minor Subdivision

Carol Viner is preparing the resolutions passed at the June Board of Trustee's meeting regarding the Croke Variances and the Kyle Minor Subdivision. They need to be approved and signed. They will be emailed as soon as she is finished preparing them.

Approval of Letter Supporting First Southwest Community Fund grant application for funding for a Capital and Transition Advisor

I got a request from April Montgomery for a letter of support for a grant application that she is writing on behalf of the First Southwest Community Fund. The First Southwest Community Fund is an organization that has programs to help small businesses in Southwest Colorado. Its services include low interest microloans, technical assistance and rural development grants. The grant would be dedicated to funding a Capital and Transition Advisor who would help facilitate access to rural investment sources. I have included a copy of the letter of support in this packet and April would like to have it approved and signed by Zach on behalf of the Board.

Meeting with Colorado Department of Health and Environment and British Petroleum

For very understandable reasons, in 2014, the Town of Rico backed out of the original voluntary cleanup agreement (V-CUP) with Atlantic Richfield. Unfortunately however, the problem of soil contaminated with lead did not go away with the V-CUP agreement and this remains a barrier to development in some areas.

In accordance with the 2018 work plan approved at the February 2018 Trustee's meeting, I started to look at potential solutions to the problem that did not involve resources and expertise that the Town does not have. To that end, I contacted Brian Johnson, the liability manager from BP (at some point subsequent the dissolution of the V-CUP agreement, BP acquired Atlantic Richfield's properties and responsibilities) and he agreed to come to Rico for a meeting. At that meeting along with Kathy Tegtmeyer from Formation Environmental, we discussed the possibility a simplified agreement that would limit the Town's role to acting as a gatekeeper and sending landowners with contaminated soil directly to BP. This idea got a little more complicated as we began to contemplate a central sewer system and upgrades to the Town Shop.

Following the discussion in June, Brian Johnson and I agreed to contact Mark Rudolph from the Colorado Department of Health and Environment (CDPHE) and meet for further

discussion. I also took some time and wrote down exactly what I thought that the Town of Rico needed and was willing to provide should we consider another agreement.

We had another meeting on August 7th, this time with Mark Rudolph as well as some other environmental consultants that Brian Johnson brought along. The meeting was productive. BP/AR agreed to put money in an escrow account to pay for an attorney to represent the interests of Rico. I have attached a table that lines out a potential framework for the agreement to this memo. I know there is some reluctance on the part of the community to get involved in this again but the lead is not going away of its own accord. As a town, I believe that we have a responsibility to ensure that the lead contamination problem does not become worse and it sounds as though BP is willing to shoulder the responsibility for funding remediation.

Wind Brake around the Gazebo at the Rico Town Park.

We have had a request by the Rico Trails Alliance to take down the boards that provide a windbreak on the gazebo at the Town Park. They want to have a band for their fundraiser on August 18th and want there to be better visibility into the gazebo where the band will be located. Zach and I talked to Dennis and we are okay with that plan provided the Rico Trails Alliance replaces the boards.

Bench at Pocket Park Honoring Matthew Johnston

The family of long time Rico resident Matt Johnston is requesting permission from the Board of Trustees to construct a bench honoring Matt. I have included a letter from his brother in this packet.

DOLORES COUNTY SCHOOL DISTRICT RE-2(J)

RESOLUTION NO. 2018-01

A RESOLUTION TO CLOSE A PUBLIC SCHOOL OF THE DISTRICT

WHEREAS, attendance at Rico Elementary School (the "School"), a public school of Dolores County School District RE-2(J) (the "District"), has declined to the point that there are currently 7 students, (4FTE), who are residents of the District enrolled and attending the School; and

WHEREAS, due to the decline in enrollment and the costs of keeping the School properly staffed and maintained, the District Board of Directors (the "Board") has determined that it is not in the best interests of the District or its pupils, including those who reside in the Town of Rico, to continue to operate the School.

NOW THEREFORE, BE IT RESOLVED as follows:

Section 1 – School Closure. The School shall be closed effective with the end of the 2017-2018 school year, but in any event not later than June 30, 2018.

Section 2 – School Closure Plan. The District Superintendent is directed to develop a plan to carry out the closure of the School, which plan shall, at a minimum, include the following:

- a. A plan for communicating in writing with parents, school staff, and community this resolution, once passed by the Board.
- b. A timeline for closing the School that includes or is updated to include all major steps and decision points in completing the School closure and starts with the date of this Resolution and continues at least through the reassignment of students to one or more different schools; and
- c. A plan for reassigning students to other public schools, which must, to the fullest extent practicable, take into account parents' choice concerning the public schools to which students are reassigned.

ADOPTED AND APPROVED this 7th day of March, 2018.

DOLORES COUNTY
SCHOOL DISTRICT RE-2(J)

By 
President, Board of Directors

ATTEST:

By 
Secretary, Board of Directors

DOLORES COUNTY SCHOOLS RE-2(J)

P.O. Box 459

Dove Creek, Colorado 81324



Bruce Hankins

Superintendent/Principal

Elementary (970)677-2296

Fax: (970)677-2356

District Office: (970)677-2522

Fax: (970)677-2712

Ty Gray

H.S./M.S. Principal

High School (970)677-2237

Fax: (970)677-2927

March 9, 2018

Dear Rico Residents,

During the March 7, 2018 regular meeting of the Board of Education of Dolores County School Re-2J, the attached resolution was unanimously approved. The Rico Elementary School will close at the end of the 2017-18 school year and will not be open in in the Fall of 2018. This was a very difficult decision for our Board of Education and was made after many months of thoughtful consideration and years of trying to keep the school open.

Unfortunately, it is not in the best financial interest of the district to keep the school open. With very low enrollment and operational costs increasing, it was an inevitable decision. We also felt the ability to meet the academic and social-emotional needs of the students has been compromised and they would be better served attending school in either the Dolores or Telluride School District. Most of the students who live in Rico attend school in Telluride. Telluride has agreed to accept all students from Rico. We will also work to provide transportation for students, but at this time we cannot guarantee this will be available this fall.

With the fact that almost all students attend Telluride Schools, we have been in contact with the Mike Gass, Superintendent of Telluride Schools, about the possibility of Telluride School District annexing the Rico attendance area. In order for this annexation to happen, it will require approval by voters from both school districts. Our plan is to have the annexation on the November 2018 ballot. During the next few months we will work with our attorney and the Colorado Department of Education to meet all the requirements for this question to be on the November 2018 ballot. As we move forward with this plan we will hold periodic community meetings to keep the Rico community updated on the process and to answer any question about the process.

If you have any questions, please free to contact me at 970 677-2296 or bhankins@dc2j.org

Sincerely,

Bruce Hankins, Superintendent

ORDINANCE 2018-__

AN ORDINANCE BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO
ADOPTING A FEE SCHEDULE FOR RETAIL MARIJUANA
ESTABLISHMENTS WITHIN TOWN BOUNDARIES

WHEREAS, the Rico Home Rule Charter requires any fees imposed shall be by ordinance;

WHEREAS, the Board of Trustees for the Town of Rico has adopted Ordinance 2018-__ authorizing Retail Marijuana Establishments, pursuant to C.R.S. 12-43.3 103(17) within the Town;

WHEREAS, the Board of Trustees desires to adopt a fee schedule authorized by Section 16(5)(f) of Article XVIII of the Colorado Constitution for licensing of Retail Marijuana Establishments located within the town;

WHEREAS, the Board of Trustees is authorized to regulate Retail Marijuana Establishments pursuant to C.R.S. 12-43.3-101, *et seq.*, as amended.

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

The Fee Schedule, attached hereto as Exhibit A, and concerning fees to be assessed for licensing of retail marijuana establishments within the Town of Rico is hereby adopted.

ADOPTED this __ day of June, 2018, by the Board of Trustees

TOWN OF RICO, COLORADO

Zachary McManus, Mayor

Attest:

Linda Yellowman, Town Clerk

**TOWN OF RICO
ORDINANCE NO. 2018-__**

AN ORDINANCE OF THE TOWN OF RICO REPEALING ORDINANCE 2008-02, ORDINANCE 317 AND ORDINANCE 299 AND ENACTING RATES, RULES AND REGULATIONS CONCERNING RICO MUNICIPAL WATER SERVICES AND PROVIDING FOR PENALTIES FOR VIOLATION OF THE SAME

WHEREAS, the Board of Trustees of the Town of Rico (Board) has the power to regulate municipal water services pursuant to the Rico Home Rule Charter, 10.4 and C.R.S. 31-35-401(b), as amended;

WHEREAS, the Board desires to reduce the tap fees charged for water services as set forth in Ordinance 2008-02;

WHEREAS, tap fees were increased in Ordinance 2008-02 which repealed and replaced Ordinance 317, Section A and Ordinance 317 repealed and replaced Ordinance 299, Section 4, Paragraph A and E and Section 5, Paragraph A;

WHEREAS, Ordinance 299 repealed Ordinance Nos. 272, 282, 286, and 288 and any other ordinances concerning the supply, maintenance, and operation of the Rico municipal water; and

WHEREAS, the Board desires to repeal and replace all past ordinances regulating the Rico water services and update the same in this Ordinance.

THE BOARD OF TRUSTEES OF THE TOWN OF RICO ORDAINS, as follows:

SECTION 1. ORDINANCES REPEALED

Ordinance 2008-1, Ordinance 2008-02, Ordinance 317, 299, 272, 282, 286 and 288 and any other Ordinance regulating the Town of Rico municipal water services.

SECTION 2. ENACTMENT OF WATER SERVICES ORDINANCE

The Town of Rico enacts the following:

WATER SERVICES

1. POWERS OF THE BOARD OF TRUSTEES OF THE TOWN OF RICO

- A. The Board is vested with the power and authority to acquire, keep and perfect any and all water rights presently owned by the Town of Rico, and to acquire, keep and protect other water rights deemed necessary to provide adequate service for the inhabitants of the Town of Rico for the future increase in its municipal, domestic, irrigation and industrial needs. The Board shall be vested with full and complete power and authority to maintain, add to, provided for,

furnish, and deliver water to all water users in and about the Town of Rico as determined by the Board of Trustees.

- B. The Board is hereby vested with full power and authority to establish and provide for reasonable fees and charges, for furnishing the municipal water service, and for the maintenance, upkeep and additions to the Town's water supply, and to establish rules, regulations, resolutions and penalties for any violations of the this ordinance.
- C. The Board is hereby vested with such incidental or collateral power, as deemed necessary, to assist them in carrying out said obligations, and shall have all other incidental powers as enumerated by the state law of Colorado.

2. WATER RATES

- A. All water tap holders in the Town of Rico shall pay to the Town Clerk the sums set forth in the following schedule:
 - 1. Three Hundred Ninety-Six U.S. dollars (\$396) per year minimum for each residential tap holder within the Town of Rico. The \$396 per year minimum residential payment may be paid monthly at the rate of Thirty-Three dollars (\$33) per month. The minimum payment shall entitle each tap holder to the use of three thousand (3,000) gallons per calendar month.
 - 2. Seven Hundred Fifty-Six (\$756.00) per year minimum for each commercial tap holder within the Town of Rico. The \$756.00 per year minimum commercial payment may be paid monthly at the rate of Sixty-Three Dollars (\$63.00) per month. The minimum payment shall entitle each tap holder to the use of seven thousand (7,000) gallons per calendar month.
 - 3. Each residential tap holder shall pay in addition to the minimum monthly fee Five Dollars (\$5) per one thousand (1,000) gallons of water usage above the entitled three thousand (3,000) gallons of water usage for each calendar month.
 - 4. Each commercial tap holder shall pay in addition to the minimum monthly fee set forth above, Six Dollars (\$6.00) per thousand (1,000) gallons of water usage above the entitled seven thousand (7,000) gallons of water usage for each calendar month.
 - 5. Each tap holder outside the municipal limits of the Town of Rico shall pay fees for water service at the rate of one and one-half times the prevailing rates in the Town of Rico.
- B. Water fees shall begin the month that a water tap holder connects to Rico municipal water. The monthly fees for the initial month shall be assessed on a pro-rata per day basis and thereafter every month, on a calendar basis, that the water tap holder is connected to the Rico municipal water system.

3. WATER TAP FEES

A. The fees for a water tap shall be:

1. 3/4" water tap	\$ 5,000.00
2. 1" water tap	\$ 6,000.00
3. 1 ¼" water tap	\$ 7,000.00
4. 1½" water tap	\$ 9,000.00
5. 2" water tap	\$10,500.00

B. Water tap fees shall be paid in full in connection with the issuance of a building permit and at no time shall a tap be purchased unless a building permit is issued. All costs associated with connection to the Rico water system shall be borne by the water tap holder and such costs shall be in addition to the Water Tap Fees in paragraph A of this Section. The Town of Rico shall have the exclusive authority to connect the water taps to the Rico municipal water system and to install all required valves, meters, and other equipment.

C. Each water tap holder shall have a separate line and tap running to each structure served, and to a meter vault on the edge of the property line, and then into the water main.

D. A water user or water consumer shall be the same as a water tap holder and shall include any individual, partnership, corporation, limited liability company, or other association or entity which owns a water tap connected to the Rico municipal water system, whether or not said person uses or consumes water from said system. The tap holder shall be responsible for the tap and tap fees regardless of whether tap holder rents premises to others, or whether or not the tap holder owns the premises.

E. The right to Rico municipal water shall vest upon the issuance of the building permit associated with the tap. The Town reserves the right to deny connection to the Rico municipal water system based upon capacity issues.

4. METER READING AND BILLING PROCEDURES

A. Meters shall be read on a monthly basis and bills issued the month following the reading, except during periods of deep snow when meter reading may be impractical. During this period users will be billed a minimum monthly rate based upon that usage for the last 12 months divided by 12 and shall be adjusted when the readings are continued. Bills are payable at the office of the Town Clerk. Bills are delinquent 25 days after the bill is issued by the Town Clerk. A delinquency charge of \$2.00 per month to defray the cost of additional accounting and record keeping plus 12% annual interest on the total outstanding balance, compounded monthly, will be charged on all delinquent accounts. Any and all reasonable costs associated with collection of water fees shall also be included in the water bill, including but not limited to: charges for returned checks and reasonable legal fees.

- B. Water service to a tap holder shall be discontinued by the Town when the water assessment for such tap holder is 60 days delinquent unless the Board of Trustees decides otherwise pursuant to paragraph D of this Section. All past due assessments, interest thereon, and a \$30 reconnect fee shall be paid prior to reconnection of water service.
- C. After 24 months of non-payment, the Board of Trustees may declare the water tap in default after holding a public hearing thereon and providing 15 days written notice by certified mail to the water tap holder. Such notice shall state the time and place where the Board of Trustees will hold a hearing to determine whether a default exists.
- D. The Board of Trustees may waive any water fee due, or portion thereof, after holding a public hearing thereon, if the Board of Trustees finds that such waiver promotes the overall intent and purpose of this Ordinance and relieves undue hardship. Reasons to allow waiver of fees include, but are not limited to, reasonable failure to detect a leak causing excessive usage and water usage to flush lines of debris and sediment.

5. UNPAID WATER FEES A LIEN

- A. All water assessments and fees, including the minimum monthly charge, shall be a lien against the premises to which said water was delivered from the date the same becomes delinquent until paid and the property owner shall be liable for all water delivered to or taken and used upon that premises. Said lien shall be in addition to any other statutory or equitable lien to which the Town may be entitled. A lien attaching to said premises may be enforced by the Town of Rico in an action at law or in equity and the Town may foreclose such premises and sell the same to satisfy said lien. Tenants in possession shall not relieve the owner or tap holder from any obligation to pay water assessments, and the same shall be the sole responsibility of the property owner. The Town shall not be required to look to any person or entity other than the property owner for the payment of these charges. In the event that legal action must be brought for the enforcement of this Ordinance, the foreclosure of any lien or action, the Town shall be entitled to reasonable attorney's fees and costs of collection and litigation.
- B. In its sole discretion, the Town may certify the amount of any water monies owed, penalties and interest owed as set forth in Paragraph A above or Section 10 below to the County Treasurer as a delinquent charge to be collected as property taxes against such property.

6. OWNERSHIP OF THE WATER SYSTEM

The Town shall own each and every part of the water supply and distribution system at all times and shall further own all service lines from the Town's water main to the property lines and/or cutoff and meter. Individual water

tap holders shall be responsible for the maintenance of their pipe from the cutoff and meter vault and shall be solely liable for any damage caused by the failure to maintain the same. Individual users shall install their own water line from the meter to their premises at their sole expense.

7. DEPTH OF ALL WATER LINES

The top of any and all water lines of all kinds shall be installed at a minimum depth of six feet below the surface of shall be spaced a minimum 10 feet from any sewer line unless a smaller separation is approved by the Colorado Department of Health and Environment. The lines of all Rico municipal water users shall at least the same minimum depth and manner except for outlet facilities.

8. WATER USERS OUTSIDE CORPORATE LIMITS

In addition to the provision found elsewhere in this Ordinance, any service furnished to Rico municipal water users outside the corporate limits shall be by written contract, which contract shall state that the Town may furnish said service so long as the Town does not reasonably need the use such water to service users within the corporate limits of the Town.

9. UNLAWFUL ACTS

- A. It shall be unlawful for any person to tamper with any meter, or to install or use any bypass or other device whereby Rico municipal water may be drawn from the service pipe without being registered by the meter. It shall also be unlawful for anyone other than a Town employee to remove or open any meter vault lid, to lock or seal any meter shutoff or meter vault lid. It shall be unlawful to service more than one dwelling, premises or building with one meter unless permitted by the Board of Trustees.
- B. All meter shall be furnished, set, placed and kept in repair by the Town of Rico and shall remain the property of the Town and under its control.
- C. It shall be unlawful for any person to tamper with, climb upon or commit any form of trespass upon any structure or facility of the Town water works, including the diversion tunnel, chlorinating structure and water tanks, or commit any act that could disrupt or contaminate the municipal water supply.
- D. It shall be unlawful for any person to drive motor vehicles upon any section of water line right-of-way from the intake to the supply tank, when the same is posted against such use.
- E. It shall be unlawful for any person to place, dump, throw, discharge or deposit any material which will in any manner pollute or contaminate the waters of Silver Creek above the intake of the Town of Rico water system, or to allow any polluting or contaminating substance to remain in such a

position that such substance may be carried by natural causes into Silver Creek, or fail to comply with any regulations placed in effect by the United States Forest Service for the protection of the municipal watershed.

- F. It shall be unlawful for any person, partnership, corporation or other entity to sell, offer for sale, grant option to sell or to lease, rent, encumber or in any manner, dispose of or transfer a water tap separate and apart from the real estate and appurtenant buildings which the water tap services.
- G. Failure to have the water tap connected within one year of the issuance of the building permit associated with the water tap shall result in a forfeiture of any and all amounts paid pursuant this Ordinance.
- H. It shall be unlawful for any person, partnership, corporation, limited liability company, or entity to violate any provision of this Ordinance.

10. PENALTIES

- A. The violation of any provision of this Ordinance, except non-payment of water fees according to Section 3, is declared to be a misdemeanor and shall be punished by a fine not to exceed \$1,000 per day for each occurrence, or imprisonment for a term not exceeding ninety days, or by both such fine and imprisonment in the discretion of the Court. Unless otherwise indicated, each day or portion thereof in violation of this Ordinance shall constitute a separate offense.
- B. The Town may, in its discretion, also proceed against any violation or violations of this Ordinance by any person, partnership, corporation, limited liability company, or entity, in a civil action for abatement, injunction, remedies, and these remedies shall be in addition to the criminal penalties provided in this section. damages, specific performance or by a lien, foreclosure, or through other equitable remedies, and these remedies shall be in addition to the criminal penalties provided in this section.

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect upon adoption and passage of the second reading.

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

READ, APPROVED AND ADOPTED BY FINAL READING by Town of Rico Board
of Trustees this __ day of September, 2018

TOWN OF RICO, COLORADO

Zach McManus, Mayor

ATTEST:

Linda Yellowman, Town Clerk

RESOLUTION 2018-__

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF RICO DENYING APPROVAL OF A MINOR SUBDIVISION FOR LOT 21R, SMUGGLER SUBDIVISION, BLOCK 19 TOWN OF RICO, COLORADO

WHEREAS, Donna Kyle (Applicant) requests a subdivision for Lot 21R, Smuggler Subdivision, Block 19, Town of Rico, into two smaller parcels: one of 10,000 square feet and the other 5,000 square feet;

WHEREAS, the proposed subdivision is a restoration of the original lot into Lot 21R-A and Lot 21R-B as depicted on proposed plat that was submitted with the application, where Lot 21R-A would be a 10,000 square foot lot and Lot 21R-B would be 5,000 square foot lot;

WHEREAS, a Notice of the Minor Subdivision Application was mailed to all property owners within 200 feet of the boundary of the existing plot, with said mailing taking place on May 3, 2018;

WHEREAS, a public hearing was held on this matter by the Rico Planning Commission on May 30, 2018 who recommended conditional approval;

WHEREAS, the Board of Trustees (Board) held a public hearing on June 20, 2018, and considered questions and comments from members of the community and the Applicant, as well as all accompanying information and evidence;

WHEREAS, the Board is authorized to approve minor subdivisions pursuant to C.R.S. 30-28-133 and Section 548 of the Town's Land Use Code; and

WHEREAS, the Board continued the hearing, in large part because the Applicant was not present for the public hearing and because more information is necessary;

WHEREAS, there is historical evidence of an old mining tunnel that crosses the proposed Lot 21R-B, approximately 65 – 75 feet north of the Soda right-of-way and in late May of 1989, Silver Creek breached an old tunnel to the east of the property, partially disappearing underground and later reappearing on the southwest corner of the Applicant's property flooding the neighbors to the west. While there was an attempt to mitigate the damage by installing a culvert, there is no evidence that the installation of the culvert has solved the problem.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO, COLORADO:

The Board of Trustees for the Town of Rico denies the application for the following reasons and agrees to hear the application again pending the following conditions:

1. While the proposed Lot 21R-B is not within a hazard zone, based upon the historic flood documentation provided at the hearing, the Applicant shall hire a professional, licensed Geotechnical Engineer to issue a written report after performing a risk assessment to ensure any future development undertaken on the proposed Lot 21R-B would not cause a collapse of an abandoned mining tunnel that crosses the site approximately 65-75 feet north of the Soda right-of-way and that the mitigation of the installation of a culvert has resolved any flooding that may occur in the future .
2. Approval of the application shall require that the gravel alley that encroaches on the lot be moved to the existing right-of-way to the east.
3. That Applicant be present another public hearing to be scheduled by Applicant.
4. The Applicant shall be required to post the appropriate public notice of the next scheduled public hearing but that Applicant is not required to pay any additional application fee.

ADOPTED this 15th day of August, 2018, by the Board of Trustees for the Town of Rico

Zachary McManus, Mayor

Attest:

Linda Yellowman, Town Clerk

RESOLUTION 2018-__

A RESOLUTION BY THE BOARD OF TRUSTEES AND THE BOARD OF ADJUSTMENTS FOR THE TOWN OF RICO, COLORADO APPROVING FOR BLOCK 3, LOTS 24 AND 25, A WAIVER OF PERMIT AND MITIGATION REQUIRED FOR AVALANCHE HAZARD AREAS; FOR BLOCK 3, LOTS 24 THROUGH 30, VARIANCES FOR SIDE, FRONT AND REAR SETBACKS, A GRANT OF A REVOCABLE LICENSE TO DEPOSIT FILL DIRT FROM THE SITE ONTO TOWN PROPERTY WITH LANDSCAPING AND A DENIAL OF A WAIVER FOR TAP FEES

WHEREAS, Joe Croke and Kathy McJynt (Applicants) owns seven (7) contiguous lots known as Block 3, Lots 24-30 and desire to construct seven (7) small houses on each lot with a shared septic system;

WHEREAS, Applicants request a waiver of an environment development permit pursuant to RLUC 804 and a waiver of any required avalanche hazard mitigation for Block 3, Lots 24 and 25;

WHEREAS, Applicants request a variance for side, front and rear setbacks for Block 3, Lots 24-30, including setting aside the side setbacks for lots 25-29;

WHEREAS, Applicants request a waiver of Town of Rico Ordinance 2008-2, requiring an \$8,500 water tap fee;

WHEREAS, Applicants request a license from the Town of Rico to allow dirt excavated from the project on Block 3, Lots 24-30 to be placed on Town of Rico property located to the west of the project;

WHEREAS, a Notice of Pending Variance Application was sent to adjoining property owners within 200 feet of the property for which the variances are sought;

WHEREAS, on May 30, 2018, the Rico Planning Commission recommended approval of Applicant's request;

WHEREAS, a public hearing was held by the Board of Adjustments on June 20, 2018, after appropriate notice; and

WHEREAS, the Board of Trustees and Board of Adjustments for the Town of Rico considered questions and comments from members of the

community and the Applicants, as well as all accompanying information and evidence;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES AND THE BOARD OF ADJUSTMENTS OF THE TOWN OF RICO, COLORADO:

1. The Board of Trustees finds that an environment development permit and avalanche hazard mitigation for Block 3, Lots 24 and 25 is unnecessary, because the existing avalanche maps for the Town are in need of an update, that said maps have been updated but not adopted by the Board of Trustees for the Town, and the updated maps no longer show Block 3, Lots 24 and 25 within an avalanche zone such that no mitigation is required so long as Applicants execute an Indemnification Agreement in the form as attached as Exhibit A to this resolution and that the Indemnification Agreement is recorded;
2. The Board of Adjustments approves a variance due to the special circumstances unique to these parcels of land to accommodate the necessary space to construct a soil treatment area for a shared septic system, as follows:
 - a. The north side setback for Block 3, Lot 30 shall be 0 feet;
 - b. The south side setback for Block 3, Lot 24 shall be 0 feet;
 - c. The side setbacks for the remaining Block 3, Lots 25 through 29 shall be 2 feet, 6 inches;
 - d. The front setbacks for Block 3, Lots 24 through 30 shall be varied, but in no case shall be less than 12 feet;
 - e. The rear setbacks for Block 3, Lots 24 through 30 shall be 3 feet but only to the setbacks are necessary for the construction of the shared septic system;
 - f. The setbacks for the rear do not include any variance for any structures;
 - g. As a condition of the all setback variances, a single site plan for Block 3, Lots 24 through 30 must be approved the Town and shall show the location and necessary easements for the shared septic, the location of all setbacks, the legal access to each lot with required off-street parking, and the location and floor area for all structures, including the two approved tiny homes on Block 3, Lot ___ and ___;
 - h. Said site plan must be recorded with proper approval signatures, prior to an application for building permits; and

- i. A shared Septic Agreement which included the appropriate easements for access which shall be executed and recorded by each lot owner at the time of sale.
3. The Board of Trustees denied any waiver of tap fees. Applicants are required to follow Ordinance 2008-02. Applicants may pay on-half of the tap fee owed for each lot and the Town shall allow that balance of the tap fee to be collected upon the initial bill for water use fees until Ordinance 2008-02 is amended or repealed and replaced at which time Applicants shall pay the balance of the tap fee that is in existence at the time the initial bill for the water use fees is issued. If Ordinance 2008-02 is amended or repealed and replaced prior to need for any tap, Applicants shall be required to pay the entire tap fee owed prior to installing the same.
4. The Board of Trustees direct that a revocable license be entered by the Town and Applicants to allow Applicants to enter on to Town property to the west of Applicants lots, but no more than 60 feet into the Town lot on the steep hill, to deposit fill dirt from Block 3, Lots 24 through 30 only. The Board directs the Town Manager to approve a seed list free of invasive species and flora and that the area be re-contoured in a manner that appears natural.

ADOPTED this ____ day of July, 2018, by the Board of Trustees and Board of Adjustments

Zachary McManus, Mayor and Chair

Attest:

Linda Yellowman, Town Clerk

EXHIBIT

A

INDEMNIFICATION AGREEMENT FOR BLOCK 3, LOT 24 AND BLOCK 3, LOT 25, TOWN OF RICO

This **INDEMNIFICATION AGREEMENT** (this Agreement), is made effective the ____ day of ____, 2018, by and between: The Town of Rico, a Colorado home rule municipality (the Town); and Joe Croke and Kathy McJynt (Indemnitors) who are owners of the properties known as Block 3, Lots 24 and 25. The Town and Indemnitor may be referred to individually as a Party or collectively as the Parties.

Recitals

WHEREAS, Indemnitors submitted to the Town an application for permit for an environmental development permit for avalanche hazard for Block 3, Lots 24 – 25 (the Property), which lie in an avalanche hazard.

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

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

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

1. **Indemnification.** For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Indemnitors agree to indemnify and hold harmless the Town, its successors, grantees or assigns, against all suits, actions, claims, losses, demands, liability of every kind, including all expenses of litigation, court costs and attorney fees, for injury to or death of any person or for damage to any property or damages that arise from or in direct connection with any activity related to avalanche hazards and mitigation measures relative to the Property.
2. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make

the provision valid, then such provision shall be deemed to be construed as so limited.

3. **Binding Effect.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties and the heirs, legal representatives, grantees, successors and permitted assigns of the Parties.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement relating to the subject matter of this Agreement between the Parties. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified at any time in the sole discretion of the Town and Indemnitor agrees to promptly execute such modified written agreement.
5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any proceeding arising from or related to this Agreement shall be in Dolores County, Colorado.
6. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Indemnitor:

Joe Croke and Kathy McJnt
P.O. Box 8
Rico, Colorado 81332

If to the Town:

Town Manager
Town of Rico
P.O. Box 9
Commercial St
Rico, Colorado 81332

7. **No Waiver.** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
8. **Capacity.** The person signing this agreement below represents and warrants that he or she has legal capacity to contract and, if that person is manifesting assent on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

9. **Recording.** This agreement shall be recorded on the Deeds for the Lots comprising the Property.

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

Town of Rico

Indemnitors

Zachary McManus, Mayor

Joe Croke

Kathy McInt

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.gov

August 17th, 2018

Mr. Craig Buerstatte, Acting Director
Office of Innovation & Entrepreneurship
Economic Development Administration
U.S. Department of Commerce
1401 Constitution Ave. NW, RM 78018
Washington DC 20230

Dear Mr. Buerstatte,

The Town of Rico Board of Trustees would like to take this opportunity to express their support for the grant application submitted by the First Southwest Community Fund for funding to hire a Capital and Transaction advisor. This person would help facilitate access to rural investment sources and would also help create pathways to a complete capital stack for start-ups, small and medium size businesses in our area communities. "Capital Stack" is all the loan, investment and financial sources available to create a deal, including commercial banks, philanthropy, federal and state programs, the Greater Venture Fund, Colorado Impact Fund, SBDC funds etc.

Having funding to hire someone in this capacity would give businesses in Rico as well as other rural communities in Southwest Colorado access to someone who could help them explore opportunities for capital. This person could also provide hands-on support to local businesses and entrepreneurs when they are seeking capital opportunities, thus increasing their ability to obtain financial backing.


The Capital and Transaction advisor would also work with businesses to put together deals for Opportunity Zone investment and help incentivize Opportunity Zone investment prospects. Rico is a delightful little community and we would welcome any assistance that would encourage investment in our local businesses. We encourage you to fund this grant application.

Regards,

Zachary McManus

Rico Town Mayor

Atlantic Richfield / BP	Town of Rico
Would provide an escrow account for an attorney to review a voluntary clean up agreement on behalf on the Town of Rico	Would enter into a new voluntary clean up agreement with AR/BP
Would provide the Town of Rico with information regarding contaminated lots, records of any remediation work accomplished in the past and lead sampling data in GIS as well as written or excel file form.	Would use the information provided by AR & BP consultants to develop a soils hazard overlay to be incorporated by ordinance into the Rico Land Use Code
Would sample lots that have not been sampled yet.	Would add a development permit process to the Rico Land Use Code – a development permit would be required for anyone seeking to engage in any development or repair to a property including but not limited to residential or commercial construction, residential or commercial remodels, septic system construction or repairs and utility or road repairs.
Would agree to provide a protocol, technical assistance and funding directly related to lead mitigation to ensure that any development taking place on contaminated lots would be remediated according to best practices at no additional cost to the landowner.	Would help contact and educate landowners to encourage compliance with lead mitigation protocol. Landowners that refused access for sampling would not be included in the agreement and would not be eligible for technical assistance or funding.
Would agree to assist the Town with and pay for removal and replacement should the Town find contaminated soil in areas that they wish to either build a sewer line or any construct any other type of improvements.	Would collaborate with AR/BP in a master plan process for Town owned lands.
Would fund dust control on Rico roads	Would designate a site for clean fill dirt that would be used on roadwork, utility work, landscaping or any other Town activities requiring fill dirt.

From: wendover76@cruzio.com 
Subject: Matt Johnston's Family wants to build a memorial to Matt in the pocket park at at the intersection of Silver Creek and Silver Street.
Date: August 5, 2018 at 10:29 PM
To: townmanager@ricocolorado.gov
Cc: Phil_Johnston_&_Barbara_Lorimer_1 wendover76@cruzio.com



Hi Kari,

Per our phone conversation on Friday afternoon, 8/3/18, I am sending you the formal request, on behalf of the Johnston family, to build a memorial to Matt in the pocket park at at the intersection of Silver Creek and Silver Street. The request is attached as a .txt file (Letter_to_Town_of_Rico), and is also included immediately below in the body of this email.

Thank you for your consideration,

Philip Johnston

--

Philip Johnston
10 Carriage Lane
Scotts Valley, CA 95066
(831) 461-1740
wendover76@cruzio.com

~~~~~`

To the town of Rico, Colorado

I, Philip Johnston, acting on behalf of my family, and in honor of my deceased brother, Matthew Johnston, longtime resident of Rico, Colorado, request your approval and consent to build, as a memorial to Matthew, a stone bench in the "pocket park" at the intersection of Silver Creek and Silver Street.

In consultation with Rico Trustee, Keith Lindauer, we feel that a stone bench in this location would be very appropriate for the following reasons:

- It will be a nice complement to the electric vehicle charging station slated for installation as part of Phase One
- It is a very beautiful spot
- The bench would sit across the street from a beautiful Victorian house on which Matt performed a considerable amount of work.

If possible, we hope to complete this project before the end of construction season this year, assuming it is approved by the town of Rico, and provided that time frame fits with your approval process.

As time is of the essence, I ask that you please confirm your acceptance or denial of this request at your earliest possible convenience so that we may plan accordingly. Please contact me with any additional questions or comments you may have.

Thank you for your consideration,

Philip Johnston  
10 Carriage Lane  
Scotts Valley, CA 95066

Scotts Valley, CA 95066  
831-461-1740  
wendover76@cruzio.com



Letter\_to\_Town\_  
of\_Rico.txt