

Town of Rico Memorandum

Date: February 14th, 2022

TO: Town of Rico Board of Trustees

From: Chauncey McCarthy

SWORD Opioid Regional Council IGA

Included in this packet is the intergovernmental agreement related to the opioid settlement. Region 9 has requested this IGA be signed at the February 16, 2022 meeting. This document has been reviewed by the Town's attorney and other legal counsel. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties (Participating Local Governments), shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

Consideration of Mantz Ave Lots 6 – 9 Block 29 application for minor subdivision

Included in this packet is the application for a minor subdivision of Mantz Ave Lot 6 – 9 Block 29. The Board of Trustees requested during the January 19, 2022 meeting that the current plat be submitted along with an easement agreement or land dedication for Mantz Ave, traveled right-of-way, which crosses the south side of lot A, a survey map to show infrastructure and improvements, and Fire Department review in terms of fire engine access/turn around. Todd Herman has been advised to attend this meeting. In addition to application the current plat and email communications with Todd Herman are included in the packet.

Consideration of the second reading of Ordinance 2022 – 01 An Ordinance Amending the Rico Budget Ordinance No. 2020-04 to Reflect Additional Revenues and Expenditures

Included in the packet is Ordinance 2022-01 An Ordinance Amending the Rico Budget Ordinance No. 2020-04 to Reflect Additional Revenues and Expenditures. No adjustments to the ordinance were requested during the first reading.

Consideration of an application for a special use permit for the purpose of a short-term rental, 1 N Commercial, Justin and Christie Miller, applicants (continuance to date certain)

Justin and Christie Miller's special use permit was presented to the Planning Commission on February 9, 2022. Due to the lack of notice posted on the subject property the Planning Commission issued a continuance with date certain of March 9, 2022. To allow for the applicant to become compliant to section 426.3 of the LUC. The Board of Trustees should issue a continuance to a date certain of March 16, 2022.

Assignment of responsibility of Safe Deposit Box

Dolores State Bank requires official minutes for the consideration of who on the Board of Trustee and/or Town staff will be responsible for the safety deposit box and accesses thereof.

VCUP update (noticing of RLUC amendment process)

Nicole will provide an update on the VCUP application and the intuitional control joint Planning Commission and Board of Trustee meeting that occurred on February 9, 2022. The board needs to

determine the time line in which they would like to proceed with the Land Use Code amendment process to allow for the necessary time to notice the required meetings.

SMART update/Town Shop

Two weeks ago, David Averill (SMART executive director), Joe Dillsworth, and myself sat down to discuss the potential of including SMART bus storage in the design and build of the Town's new shop. David expressed interest in having access to an indoor bay/storage location for the Rico bus. This would enlarge the footprint of the new shop to allow for an additional bay to be added. David suggested that SMART with approval from their board could offer clean capital to fund their portion of the project (200 – 300K). The Town could then use this clean capital as a match for potential grant funding opportunities.

During this meeting there was also a discussion of updating the Rico route to allow for additional drop off and pick up location at the Market in Mountain Village. David would like feedback from the board about these two items before presenting to the SMART Board.

Short term rental survey review; schedule work session

Included in this packet are the results of the short-term rental survey that was posted on the Town's website and advertised via the Town's Newsletter. The survey software tracks IP addresses and allows for one submittal per user totaling 113 unique responses. The Board of Trustees should schedule a work session during the month of March to help guide the creation of a STR ordinance. This date should be determined tonight to allow ample time for noticing the work session.

R1 Telluride School District interest letter

Included in this packet is a letter from Telluride School District superintendent John Pandolfo asking for a consideration in conveying any available parcel of land to the school district for the purpose of developing affordable housing for district employees. John is unable to attend due to travel to a national conference during the Trustees meeting. John and I have also started the conversation about annexing Rico into the Telluride school district and plan to meet with Ty Gray, Dove Creek superintendent, in the near future.

Building Inspector

As the building season approaches the Board of Trustees should determine what course of action the town should take in terms of building inspections. With Ken Hayes being located in New York and his past billing history the Town should consider hiring a different inspector or determine a different avenue forward to ensure construction projects are being built to the 2006 code. The ICC does not test to this year of code anymore, they test for 2012 and up. Should the Town consider adopting the 2012 or 2015 code?

CML Scholarship letter

Included in this packet for review is a letter I drafted on behalf of the Board of Trustees showing support to have myself attend the CML conference and explain the Town's current financial hardships related to onboarding two new staff members. The scholarship application is due February 25, 2022.

Tap Fee Schedule

As the demand for homes in Rico grows, so does new construction. Along with the new construction there is an increased demand for water taps and addition impacts on the Town's water system grow. Commonly water utilities use the tap fees as a way to fund capital improvement projects. In the past years the Town has lowered their tap as the infrastructure ages and the demand increase. The Board of Trustees should consider raising the water tap fees to allow for a larger revenue stream to help for the many potential projects the Town will be face. Projects include, drilling of additional wells (if the alternate point of diversion passes), replacing or refurbishing the third water tank, burying the sliver creek water line and improving the filtration to be compliant with state standards.

Below is a table of current tap fees within the area:

Municipality	Current $\frac{3}{4}$ Tap Fee
Mountain Village	\$10,000
Telluride	\$13,000
Dolores	\$6,500
Mancos	\$6,000
Cortez	\$5,000
Orchard City	\$9,000
Ridgway	\$6,000
Dove Creek	\$3,000

RICO TOWN BOARD MEETING MINUTES

Date: January 19, 2022

Call to order

Mayor Nicole Pieterse called the meeting to order at 7:00PM.

Trustees Present:

Mayor Nicole Pieterse
Trustee Christopher Condon
Trustee Joe Croke
Trustee Joe Dillsworth
Mayor Pro Tem Patrick Fallon
Trustee Benn Vernadakis
Trustee Brandy Randall

Absent:

Staff Present. Chauncey McCarthy and Anna Wolf

Approval of the Agenda

To add: Who will be added to the sign card for Dolores State Bank
Continuation of mask mandate in Court House

Stricken from agenda:
Letter of interest for the creation of a public-private partnership

Mot

To approve the agenda as amended.

Moved by Trustee Benn Vernadakis, seconded by Mayor Pro Tem Patrick Fallon.

Vote. A roll call vote was taken and the motion was approved, 7-0.

Approval of Minutes

Motion

To approve the December 15th, 2022.

Moved by Mayor Nicole Pieterse, seconded by Trustee Joe Dillsworth.

Vote. A roll call vote was taken and the motion was approved, 7-0.

Consent Agenda

Payment of Bills

Payroll transfer was not done from water fund due to a late grant money refund application. Next month this will result in a higher payroll transfer.

Motion

To approve the bills as presented.

Moved by Trustee Joe Croke, seconded by Mayor Pro Tem Patrick Fallon.

Vote. A roll call vote was taken and the motion was approved, 7-0.

Public Comment.

Linda Yellowman announced her intent to run as County Commissioner.

Comment was made about Town money being spent on bridge South of Town. Addressed by Trustees with the explanation of an easement and MOU on file with the town.

Comment was made about the recycling program attempt funded via a CDPHE grant. Addressed by Town Manager that the contract was resolved due to timeline of grant application. This may be revisited next grant cycle. The truck and trailer are currently listed by the town to recoup moneys spent.

Action Items

Consideration of Ordinance 2022 - 01.

A brief discussion on lack of spending being beneficial to the water budget as the water fund is very low. This is due to a reimbursement still being processed of approximately \$110,000. Water fund lower due to miscalculation. Corrected going forward.

Motion

To approve the first reading.

Moved by Mayor Pro Tem Patrick Fallon, seconded by Trustee Joe Croke.

Vote. A roll call vote was taken and the motion was approved, 7-0.

Consideration of Emergency Ordinance 2022 – 02.

Discussion on the ordinance to increase the lodging tax from 1% to 7% as voted for in the November election with a penalty of \$10 or 10% whichever is higher. The Header needs to be changed from 2022 – 01 to 2022 – 02

This ordinance will be in affect from February 1st 2022.

Motion

To approve the Consideration of the Ordinance adopting a lodging tax increase per approved ballot measure during November election.

Moved by Trustee Brandy Randall, seconded by Trustee Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 7-0.

Consideration of Mantz Ave Lots 6 – 9 Block 29 minor subdivision.

Discussion about re-plating 4 non-conforming lots to 2 conforming lots. Planning Commission recommended approval to the board; Mayor wanted to ensure conditions from past plat approval are to carry forward to new plat. These included Fire Hydrant on the corner Mantz and Garfield and approved fire engine access by RFPD.

Motion

To continue to February Trustee meeting so applicant can show improvement areas.

Moved by Trustee Brandy Randall, seconded by Trustee Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 7-0.

Appointing of Planning Commission Seats.

Appointing five members and 2 alternates. Correction of terms during this vote. 3 regular members and 1 alternate member to expire in 2024, 1 regular and 1 alternate member to expire in 2023.

Board opened discussion to candidates to address the board with more detail on their experience. One candidate listed their credentials.

Public commented there are 2 applicants who have conflict of interest in the town planning, this should be considered when voting. Also to ensure that all applicants are registered voters. Board quoted Article VII. 702.4. Board clarified if member has conflict of interest, they must recuse themselves from own applications.

Public suggested board members use a ranking system.

Motion

To use ballots to take vote with 4 regular spots and 2 alternate spots. To be determined by most votes per candidate in regular or alternate spots.

Moved by Mayor Nicole Pieterse, seconded by Trustee Benn Vernadakis

Vote. A roll call vote was taken and the motion was approved, 7-0

Vote resulted in Garrish Wilis and Andrew Romanyshyn being appointed a regular spot. Three way tie was the result for the last 2 regular spots between Leah Chmielewski, Raegan Ellease, and Cristal Hibbard. The 2 alternates voted in were Brad Fox and Rebecca Adams.

Motion

Revote 2 out of the 3 tied nominees for 2 remaining regular spots.

Moved by Mayor Nicole Pieterse, seconded by Trustee Joe Croke

Vote. A roll call vote was taken and the motion was approved, 5-2

Vote resulted in a three way tie

Public Suggested to include alternates from previous vote.

Board discussed voting previously voted alternates and 3 regular tied nominees for 2 remaining regular spots and 2 alternate spots with person receiving least votes not being appointed a spot.

Motion

Re-voting previously voted alternates and 3 regular tied nominees for 2 remaining regular spots and 2 alternate spots with person receiving least votes not being appointed a spot.

Moved by Mayor Nicole Pieterse, seconded by Mayor Pro Tem Patrick Fallon

Vote. A roll call vote was taken and the motion was approved, 7-0

Vote resulted in 4 way tie between Leah Chmielewski, Cristal Hibbard, Brad Fox and Rebecca Adams. Resulting in Raegan Ellease not being voted to a planning commission term

Board decides to use first vote alternative selection of Brad Fox and Rebecca Adams as alternates. Thus awarding Leah Chmielewski and Cristal Hibbard as regular seats.

Motion

Brad Fox and Rebecca Adams as alternates. Leah Chmielewski and Cristal Hibbard as regular seats.

Moved by Mayor Nicole Pieterse, seconded by Trustee Joe Croke.

Vote. A roll call vote was taken and the motion was approved, 7-0.

Board opens discussion between appointed planning members to determine terms.

Cristal volunteers for 1 year regular term due to previous involvement on the Planning Commission.

Rebecca Adams had no preference.

The outcome is as follows:

3 regular members to expire in 2024:

Andrew Romanyshyn, Gerrish Willis, Leah Chmielewski.

1 alternate member to expire in 2024:

Rebecca Adams

1 regular to expire in 2023:

Cristal Hibbard

1 alternate member to expire in 2023:

Brad Fox

Appointing of Town Planner.

Representative from Western Slope planning and Jen Stark were in attendance via zoom to comment on their application.

Motion

Motion to approve Jen Stark as Town Planner.

Moved by Trustee Benn Vernadakis, seconded by Mayor Pro Tem Patrick Fallon.

Vote. A roll call vote was taken and the motion was approved, 7-0.

Appointing of Town Attorney.

Mayor Nicole Pieterse commented that board had interviewed Town Attorney applicants in the past. Asked if board would like to in this case. Board comfortable with approving Town Attorney at this meeting.

Motion

Motion to approve Karp Neu Hanlon as Town Attorney.

Moved by Trustee Benn Vernadakis, seconded by Trustee Joe Croke

Vote. A roll call vote was taken and the motion was approved, 7-0.

Signing of Agenda and Checks.

Board discussed Clerk and 2 members signing checks and agenda. The following trustees volunteered to be available to sign:

Mayor Nicole Pieterse

Mayor Pro Tem Patrick Fallon

Trustee Benn Vernadakis

Trustee Brandy Randall

Motion

To approve Town Clerk Anna Wolf, Mayor Nicole Pieterse, Mayor Pro Tem Patrick Fallon, Trustee Benn Vernadakis, Trustee Brandy Randall to sign agenda and checks.

Moved by Mayor Nicole Pieterse, seconded by Mayor Pro Tem Patrick Fallon.

Vote. A roll call vote was taken and the motion was approved, 7-0.

Staff Reports

Clerk's Report. Town Clerk Anna Wolf introduced herself as new Town Clerk.

Manager Report.

Town Manager Chauncey McCarthy mentioned the grant money for the water meter replacement has been filed.

Manager is considering ways that the School can be used. To be continued in future meetings. Reentering conversation on Rico joining the Telluride School district.

Water system will be using Neptune 360 AMR to save 4-6 hours/week of manual labor. This would enable auto populated readings and bills that would be backed up in a cloud server.

Town Manager is taking steps to consider a new paid platform for email addresses with more functions.

Discussion Items

Bustang Shelter Presentation.

Jeff Prewits present via Zoom. Bustang wants to put in bus shelter between 3 – 5 Glasgow. CDOT would cover all costs. It would act as advertising as well as protection for customers.

Public commented that address is wrong, correct address is 1 – 3 Glasgow. Can it match historic vision? Public questioned if the bus shelter could be on the East side of Glasgow. Public questioned if the shelter be used by other users such as SMART, future school bus.

Board discusses who would be responsible to clean the shelter and collects the garbage. Also to have Bustang get the owners of location involved in planning. The businesses on Glasgow should also be involved in the planning stages.

According to Jeff, Bustang will start building shelters in a different region first. It would put the Rico region at least 1 year away from construction of the bus shelter. Other users would be approved to use the Bustang shelter.

VCUP Update.

Mayor Nicole Pieterse gave an update on the process. Public meeting at the Court House will be on February 24th 6:00PM or 7:00PM start and February 26th from 10:00AM agenda and packet will be posted prior to the meetings.

Point of Diversion legal councils.

The board decided to have Martha Whimore continue working on alternate point of diversion for the Town's water rights until project is complete or if there are any objections.

Snow Storage / Parking Ordinance.

Town Manager Chauncey McCarthy shared River Street from Mantz is hard to get a bucket through due to cars parking on street. Town may need to sicker cars and tow repeat offenders who park at the well site in the future. If another big storm comes in Town may need to shuttle snow from Glasgow. Town Manager is working with CDOT to keep the split lanes on Glasgow for businesses.

Board discusses if ordinance were needed a plan would need to be written up, along with legal review. All issues need to be explored: Board wants Dennis and Stephan's input on needs for Snow removal in difficult areas. New Planning Committee may be responsible for coming up with plan.

Letter of interest for the creation of a public-private partnership.

Board to have new legal counsel use a few hours to look into the process of creating a town wide owners association and what a transfer assessment would look like for Rico.

Committee Updates.

Internet Committee Update.

Jim Ostrem reports on the grant being submitted. 60 day public comment period.

The meeting adjourned at 9:52 pm.

Anna Wolf
Rico Town Clerk

Nicole Pieterse
Mayor

RICO TOWN BOARD MEETING MINUTES

Date: February 1, 2022

Call to order

Mayor Pro Tem Pat Pieterse called the meeting to order at 6:32PM.

Trustees Present:

- Trustee Joe Dillsworth (Zoom)
- Mayor Pro Tem Patrick Fallon (In person)
- Trustee Benn Vernadakis (In person)
- Trustee Brandy Randall (Zoom)

Absent:

Mayor Nicole Pieterse
Trustee Christopher Condon
Trustee Joe Croke

Staff Present.

Chauncey McCarthy

Approval of the Agenda

Motion

To approve the agenda as stated.

Moved by Trustee Benn Vernadakis seconded by Joe Dillsworth.

Vote. A roll call vote was taken and the motion was approved, 4-0.

Action Items

Consideration of liquor license approval for Prospector.

Motion

To approve renewal of liquor license of the Prospector

Moved by, Joe Dillsworth seconded by Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 4-0.

The meeting adjourned at 6:34 pm.

Chauncey McCarthy

Nicole Pieterse
Mayor

NEW Town of Rico - General Fund
Check Register
For the Period From Feb 1, 2022 to Feb 28, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
17257	2/3/22	Rico Center	10000	10,757.75
17258	2/7/22	CEBT	10000	848.80
17259	2/7/22	Jon Kelly	10000	375.00
17260	2/7/22	Century Link	10000	49.81
17261	2/7/22	Fraley Propane, LLC	10000	380.00
17262	2/7/22	Viner Law	10000	481.00
17263	2/7/22	Kaplan Kirsch Rockwell	10000	12,724.98
17264	2/7/22	WM Corporate Services, I	10000	73.88
	2/7/22	Kaplan Kirsch Rockwell	10000	
17265	2/7/22	Linda Yellowman	10000	1,380.00
17266	2/9/22	Chauncey McCarthy	10000	150.61
17267	2/9/22	Town of Rico	10000	2,012.86
17268	2/9/22	Town of Rico	10000	2,012.86
17269	2/9/22	San Miguel Power Associ	10000	143.00
17270	2/9/22	Xerox Corporation	10000	114.65
17271	2/9/22	Basin Printing & Imaging	10000	226.15
Total				31,731.35

NEW Town of Rico - Water Fund
Check Register
For the Period From Feb 1, 2022 to Feb 28, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4354	2/2/22	U.S. Postal Service	10000	239.58
4355	2/7/22	AT&T Mobility	10000	105.33
4356	2/7/22	Colorado Rural Water Ass	10000	300.00
4357	2/7/22	Town of Rico	10000	5,370.15
4358	2/7/22	Town of Rico	10000	8,583.54
4359	2/7/22	Town of Rico	10000	375.00
4360	2/7/22	Fraley Propane LLC	10000	250.00
4361	2/7/22	San Juan Basin Health De	10000	35.00
	2/7/22	Colorado Rural Water Ass	10000	
4362	2/9/22	San Miguel Power Associ	10000	435.00
Total				<u>15,693.60</u>

2018 NEW Town of Rico - Street Fund
Check Register
For the Period From Feb 1, 2022 to Feb 28, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2745	2/7/22	Water Fund	10000	9,199.72
2746	2/7/22	Honnen Equipment	10000	2,377.67
2747	2/7/22	Town of Rico	10000	1,802.32
2748	2/7/22	Town of Rico	10000	1,995.00
2749	2/7/22	Capital One Trade Credit	10000	948.77
2750	2/7/22	Partners in Parts, Inc	10000	241.33
2751	2/7/22	Slavens, Inc	10000	121.40
2752	2/7/22	WM Corporate Services, I	10000	206.76
2753	2/7/22	SteelDyl, LLC	10000	850.00
2754	2/9/22	San Miguel Power Associ	10000	254.00
Total				<u>17,996.97</u>

NEW Town of Rico - Sanitation Fund
Check Register
For the Period From Feb 1, 2022 to Feb 28, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1419	2/7/22	Town of Rico	13500	583.33
Total				583.33

NEW Town of Rico - Open Park Fund
Check Register
For the Period From Feb 1, 2022 to Feb 28, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1690	2/7/22	Town of Rico	11000	300.00
1691	2/7/22	WM Corporate Services, I	11000	73.50
1692	2/9/22	San Miguel Power Associ	11000	23.00
Total				<u>396.50</u>

SouthWEST Opioid Response District (SWORD)
**INTERGOVERNMENTAL AGREEMENT OF PARTICIPATING LOCAL
 GOVERNMENTS**

THIS SouthWEST Opioid Response District (SWORD) **INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made between Archuleta County, Dolores County, La Plata County, Montezuma County, San Juan County and the included municipalities as undersigned below, individually herein as “Participating Local Governments” or “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, the State of Colorado and the Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, pursuant to the Terms of the Colorado MOU, Participating Local Governments must organize themselves into Regions, as further depicted in Exhibit E to the Colorado MOU. The SWORD (Region 17) is composed of Participating Local Governments in Montezuma, Dolores, San Juan, La Plata, and Archuleta Counties;

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share and each Region shall be eligible to receive a Regional Share according to Exhibit C to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds and shall administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a participating county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit an initial two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be

used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis; and

WHEREAS, the Agreement pertains to the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU, and the accompanying exhibits to the Colorado MOU, as incorporated herein by reference.
3. **REGIONAL COUNCIL.**
 - 3.1. **Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties (Participating Local Governments), shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered. This may also include settlement funds from individual communities that chose to designate to the regional pool.
 - 3.2. **Membership:** The Parties agree that the Regional Council for the Southwest Region (Region 17) shall be called the **SouthWEST Opioid Response District (SWORD)** and consist of at least seven (7) members from the following:
 - a. **Voting Members.** Initial Voting Members shall be appointed by the Parties as set forth below. The Parties shall collaborate to appoint Local Government Members and at least one Voting Member shall be appointed from each county. No single county or city/town should dominate the make-up of the Regional Council, and to the extent practicable, each Voting Member shall reside, or be employed by, a different city/town within the counties. After initial membership is determined, the SWORD Bylaws will guide the appointment process for Voting Members.
 - i. 1 representative appointed by each county (can be commissioners).
 - ii. 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional Council.

- iii. At least 1 representative from each public health department within the region.
 - iv. At least 1 representative from a county human services department.
 - v. At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town, district attorney, etc.).
 - vi. At least 1 representative from a municipal or county court system within the region.
 - b. **Non-Voting Members.** Non-voting members shall serve in an advisory capacity with the **SWORD** Bylaws outlining terms and selection criteria. Any Non-Voting Members shall be appointed by the Voting Members and comprised of, but not limited to the following, and shall not to include providers who may be recipients of funds:
 - i. Representatives from behavioral health providers.
 - ii. Representatives from health care providers.
 - iii. Recovery/treatment experts.
 - iv. Other county or city representatives.
 - v. Tribal representatives.
 - vi. A representative from the Attorney General's Office as desired.
 - vii. Community representative(s), preferably those with lived experience with the opioid crisis.
 - c. **Chair:** The Voting Members of the SWORD Council shall appoint one member to serve as Chair of the Regional Council. The Chair's primary responsibilities shall be to schedule periodic meetings and votes of the SWORD Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be a Voting Member.
- 3.3. Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- 3.4. Terms:** The SWORD Council will establish terms and procedures through its Bylaws, that will be consistent with this IGA and the Colorado MOU. A copy of the Bylaws, will be attached as Exhibit A of this Agreement.
- a. If a Voting Member resigns or is otherwise removed from the SWORD Council prior to the expiration of their term, a replacement Voting Member

shall be appointed within sixty (60) days in accordance with Section 3.2 (a) to serve the remainder of the term. If the Parties are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the SWORD Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a).

- b. SWORD Council members may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.5. Duties: The Regional Council has the authority to engage with the Abatement Council on behalf of the Region and follow the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.6. Governance: The SWORD Council will establish its own procedures through adoption of bylaws but is not a separate legal entity. Any governing documents must be consistent with the other provisions in this Agreement, and the Colorado MOU.

Should the SWORD Council require legal assistance, the Regional Council will either hire its own legal counsel or utilize the legal counsel from one of the county or municipal governments within the regional area. The Regional Council will determine the method for compensating legal counsel, if needed; provided, however, that if the reason for employing legal counsel is to resolve a dispute within the Regional Council or among the Local Governments that make up the Regional Council, the parties involved in the dispute will recuse themselves from the decision regarding utilizing legal counsel.

3.7. Collaboration: The Regional Council should work to facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.8. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.9. Conflicts of Interest: All Members of the Council, voting and non-voting, shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.10. Ethics Laws: Members of the Council shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.11. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid Funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region. This may also include settlement funds from individual communities that chose to designate to the regional pool.

4.2. Designation and Term: The Parties agree that **La Plata County** shall act as the initial fiscal agent for the Region for a period of one-year from the date this Agreement becomes effective, by the Regional Council, unless the fiscal agent resigns as set forth in this Agreement. Thereafter, the Regional Council shall nominate and designate a fiscal agent for the Region by majority vote on an annual basis. Regional fiscal agents must be one of the Participating Local Governments.

4.3. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council; provided, that nothing shall require the fiscal agent to make funds available or expend them when the fiscal agent has a reasonable basis to believe that use or expenditure of Opioid Funds would violate the terms of the MOU or any settlement agreement. Additionally, to the extent that the Regional fiscal agent is responsible for contracting with third-parties for goods and services approved by the Regional Council, the fiscal agent will procure goods or services, and award contracts, in the manner that is consistent with its own procurement code and/or policies and will only enter into agreements on terms that are agreeable to the fiscal agent.
- b. **Reporting to Abatement Council:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.4. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region, subject to the limitations set forth in this Section 4. The terms of the Colorado MOU control the authority of the Regional Council, and by extension, the Regional fiscal agent. The Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

4.5. Administrative Fee: According to the Colorado MOU, the total administrative fee paid by the Regional Council for all administrative costs shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.

This Parties agree that the Regional fiscal agent shall receive an administrative fee of 10%, or its actual costs if less, annually including but not limited to in-kind expenses for staff services. The rates, fees, or the cost of staff and employee services provided by the fiscal agent shall be based upon each Party's organization-wide cost allocation plan that allocates indirect costs across operations prepared in accordance with the cost principles found in the Office of Management and Budget Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

The Parties further agree that if the fiscal agent becomes involved in litigation or is required to take any action to enforce or defend any contract or agreement entered into on behalf of the Regional Council, the fiscal agent shall be entitled to reimbursement of all costs and expenses, as well as attorneys' fees, incurred in prosecuting, defending, or settling such matter. Such costs shall be paid for first from the then-current or future administrative costs the Regional Council is allowed to collect from the Opioid Funds and then equally by the Parties themselves, to the extent permitted by law. Provided, however, that the Regional Council shall have no duty to reimburse the fiscal agent if the litigation is as a result of the fiscal agent's gross negligence or willful conduct.

4.6. Resignation of Fiscal Agent: If the fiscal agent has a reasonable basis to believe that any proposed use or expenditure of Opioid Funds would violate the terms of the MOU or any settlement agreement, if procurement of goods or services would be inconsistent with its own procurement code and/or policies, or if the proposed terms and conditions any proposed contract or agreement contain terms that are not agreeable to the fiscal agent, the fiscal agent shall inform the Regional Council that it will not expend funds as directed by the Council. Moreover, in such an event or if the fiscal agent incurs any costs, expenses, or other liability in prosecuting, defending, or settling any claims related to a contract entered into on behalf of the Regional Council that are not reimbursed by the Regional Council, the fiscal agent shall have the authority and right to resign as the Regional fiscal agent. Upon such resignation, if no other Party agrees to act as fiscal agent and accept transfer of unexpended Opioid Funds within thirty (30) days of receipt of notice from the

resigning fiscal agent, the resigning fiscal agent shall have the right to return unexpended Opioid Funds to the Abatement Council.

Resignation as the fiscal agent shall not otherwise affect any Participating Local Government's participation in the Regional Council and shall not be deemed as a termination of the Agreement or withdrawal from participation in the Regional Council.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of the Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council will solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, the Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, the Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITHIN REGION.

In the event that any Party disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Party shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Party informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision. Notwithstanding the foregoing, the Regional fiscal agent has the right and authority to refrain from taking actions as set forth in Section 4 above.

7. DISPUTES WITH ABATEMENT COUNCIL.

If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

8. RECORDKEEPING.

The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Agreement.

9. TERM.

The Agreement will commence on the date it is fully executed by all Parties, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement (the “Term”).

10. INFORMATIONAL OBLIGATIONS.

Each Party hereto will meet its obligations as set forth in C.R.S. § 29-1-205, as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

11. CONFIDENTIALITY.

The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to subpoena, discovery or the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, that Party shall advise the other Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If any Party objects to disclosure of any of its material, the objecting Party shall identify the legal basis under the Act for any right to withhold. In the event of any administrative or legal action where a subpoena or discovery request is served or the filing of a lawsuit to compel disclosure under the Act or otherwise, the objecting Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved or the objecting Party fails to intervene in the timeframe required by law for production of documents, the Parties may tender all material to the party that submitted the request.

12. GOVERNING LAW; VENUE.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to the Agreement will be in any District Court in the defined region. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both this Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

13. TERMINATION.

The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, any Party, in its discretion, may terminate its participation in the

Agreement, in whole or in part, upon written notice to the other Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties. A Party's decision to terminate this Agreement, with or without cause, shall have no impact on the other Parties' present or future administration of its Opioid Funds and the other procedures outlined in this Agreement. Rather, any Party's decision to terminate their participation in this Agreement shall have the same effect as non-participation, as outlined in Section 3.3.

14. NOTICES.

"Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (1) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or (2) overnight carrier service or personal delivery, when received. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

Archuleta County - PO Box 1507 Pagosa Springs, CO 81147

Town of Pagosa Springs - PO Box 1859 Pagosa Springs, CO 81147

Dolores County - Dolores County PO Box 608 Dove Creek, CO 81324

Town of Dove Creek - PO Box 508 Dove Creek, CO 81324

Town of Rico - PO Box 9 Rico, CO 81332

La Plata County - 1101 E. 2nd Avenue Durango, CO 81301

Town of Bayfield - PO Box 80 Bayfield, CO 81122

City of Durango - 949 E. 2nd Avenue Durango, CO 81301

Town of Ignacio - PO Box 459 Ignacio, CO 81137

Montezuma County - 109 W. Main Street #260 Cortez, CO 81321

City of Cortez - 123 Roger Smith Avenue Cortez, CO 81321

Town of Dolores - PO Box 630 Dolores, CO 81323

Town of Mancos - PO Box 487 Mancos, CO 81328

San Juan County- PO Box 466 Silverton, CO 81433

Town of Silverton - PO Box 250 Silverton, CO 81433

Any Party may update their notice address by providing a Key Notice to the other parties in the manner set forth in this Agreement.

15. GENERAL TERMS AND CONDITIONS

- 15.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 15.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 15.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 15.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 15.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 15.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 15.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a

conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

- 15.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 15.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 15.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 15.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 15.12. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request. Provided, however, that any records related to the receipt and expenditure of Opioid Funds shall be maintained for at least five (5) years, in the manner as set forth in the Colorado MOU.
- 15.13. Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

15.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

Attached Exhibits

Exhibit A Proposed Bylaws

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Therefore the Parties hereto have executed this agreement on the date shown below:

ARCHULETA COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

DOLORES COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

La PLATA COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

MONTEZUMA COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

SAN JUAN COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF PAGOSA SPRINGS, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF DOVE CREEK, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF RICO, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF BAYFIELD, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF IGNACIO, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF DOLORES, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF MANCOS, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

CITY OF CORTEZ, COLORADO

by and through its Council

By (Signature): _____

Name & Title: _____

Date: _____

CITY OF DURANGO, COLORADO

by and through its Council

By (Signature): _____

Name & Title: _____

Date: _____

Re: Minor Subdivision**TO** Todd Herman <toddherman@gmail.com>

📧 Thu, 20 Jan 2022 4:53:39 PM -0700

To "townmanager" <townmanager@ricocolorado.gov>

Tags 🏷

Security 🔒 TLS [Learn more](#)

Chauncey,

Here is the plat the town approved. This is what is currently recorded with Dolores County. Honestly, most of the considerations you conveyed are better addressed prior to the issuance of a building permit. Changing lot lines really has no impact on anything. As to the water tank road, I am not planning to use that for any reason as it is USFS property and it's very difficult to deal with them for access and egress onto private property. I will plan to attend the next meeting, I had kid stuff last night.

Thanks, Todd

On Thu, Jan 20, 2022 at 10:01 AM townmanager <townmanager@ricocolorado.gov> wrote:

Todd,

Consideration of your application was continued to the February 16, 2022 meeting.

The board determined that there were terms the past landowner had to meet to be able to pull building permits and would like to make sure that those terms are not lost in the replating of this area. They have also requested that you submit a copy of the current plat which should have these terms listed in the Book and Page section. Information about this can be found in the May 2020 minutes: <https://townofrico.colorado.gov/sites/townofrico/files/May%202020%20minutes.pdf>

If lot B1 will be accessed via the water tank road, permits from the USFS will be required, along with a grading plan to show towns access of the water tank will not be compromised or made more difficult.

Additional items to be included for the next review:

- Easement agreement or land dedication for Mantz Ave, traveled right-of-way, which crosses the south side of lot A
- Survey Map to show infrastructure and improvements
- Fire Department review in terms of fire engine access/turn around
- Subdivision improvement agreement/considerations:
 - A fire hydrant required on the corner of Mantz and Garfield
 - Improvements to Mantz Ave for access to lots
 - Water service line

Regards,

Chauncey McCarthy
Rico Town Manager
O: 970 - 967 - 2863

Minor Subdivision & Re-subdivision (also known as replats) Application

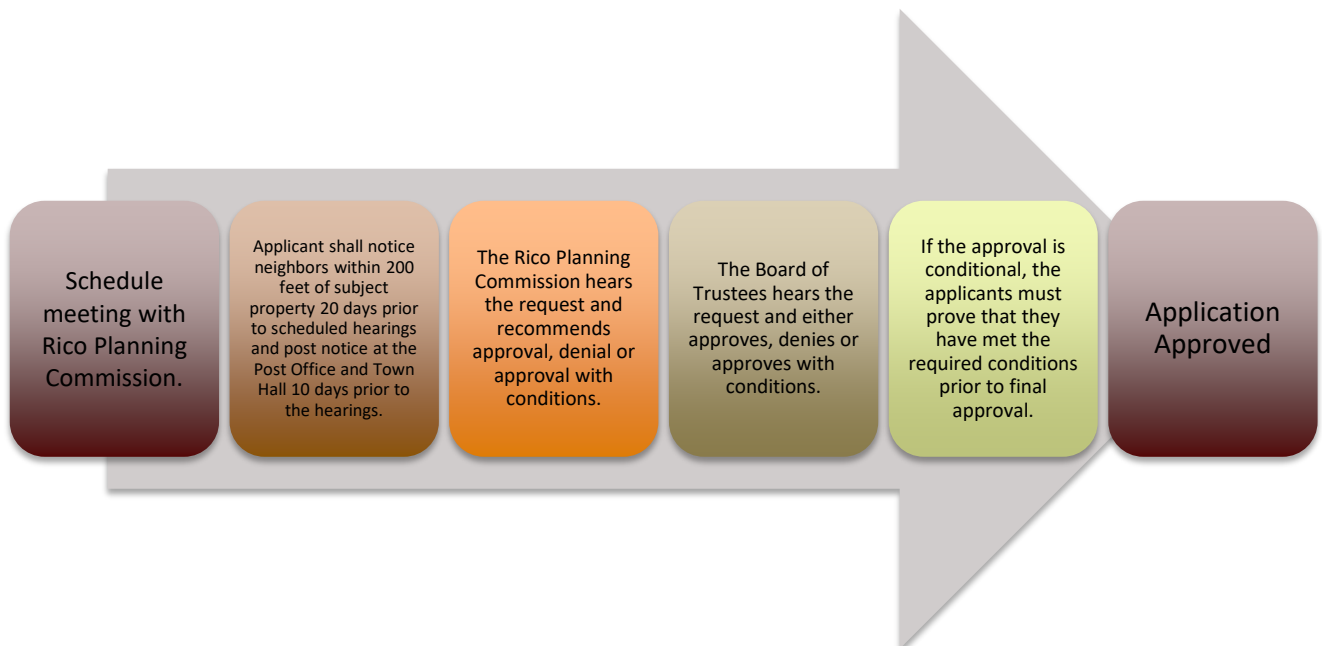
Minor Subdivision & Re-subdivision applications are required for subdivisions creating three or fewer lots provided that the lots in question do not require extensions of water lines or street improvements. Re-subdivisions include the adjustment of lot lines in circumstances which do not create new lots.

Minor Subdivision & Re-subdivision Procedure Process Chart



The Rico Planning Commission is authorized to review and make a recommendation to the Board of Trustees for minor subdivisions and re-subdivisions. Standards for review include the following:

- Proper arrangement of access, lots and easements.
- Provision of municipal services and water supply
- Avoidance of unsuitable lands
- Promotion of goals and objectives in the Rico Regional Master Plan
- That the subdivision or re-subdivision plat include all requirements on the application check list.
- Any agreements, covenants, restrictions and other accompanying legal documents shall be approved, or approved with reasonable modifications by the town attorney.



Minor Subdivision & Re-subdivision Application



Applicant Name THC Holdings LLC Phone Number 970-708-1360
 Address PO Box 837 Ophir, 81426 Cell Phone Number _____
 Email toddherman@gmail.com Fax Number _____
 Street Address of Subject Property TBD Mantz Ave
 Legal Description of Subject Property Lots 6-9 Block 29 Mantz Ave

Zone District of Subject Property Residential

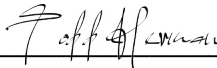
Attachments Required:

☐ 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 and Scale	Notes
Legend	Mortgage consent if applicable
Vicinity Map	Dolores County Clerk's acceptance
Legal Description	Lot lines with dimensions and acreage
Surveyor's Certificate	Easements with dimensions
Title Insurance Company Certificate	Lot and street labels
County Treasurer's Certificate	Right-of-way dimensions
Dedication	Zone district labels
Approval by Rico Planning Commission	Adjoining lots with labels
Approval by Town of Rico	

- ☐ 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 \$750.00
- ☐ 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.

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

Signature:  Date 10/14/2021

Date Application Received _____

Application Reviewed by _____

Application Fee Received _____

Date of Hearing _____

Application Complete _____

Rico Planning Commission Action _____

Mailing Notice Complete _____

Approval Subject to Conditions _____

Other comments:

A 24"x 36" mylar will be required for recording if the subdivision is approved.



_____ does hereby certify that he, she, or it has examined the Title to all lands shown upon this plat and that Title to such lands is vested in _____, free and clear of all liens and encumbrances except as follows: _____

Dated this _____ day of _____, A.D., 2021.

Authorized Representative

SET #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 38014

PROPERTY LINE OR EASEMENT LINE
VACATED BY THIS PLAT

I, Thomas Clark, do hereby certify that I am a Licensed Professional Land Surveyor licensed under the laws of the State of Colorado; that this plat is a true, correct and complete plat of Block 29 Minor Subdivision, Lot A, Lot B, Lot C and Lot D located in The Town of Rico, Section 36, T40N, R11W, N.M.P.M., Dolores County, Colorado as laid out, platted, dedicated and shown hereon; that such plat was made from an accurate survey of said property by me and/or under my responsible supervision, and correctly shows the location and dimensions of the lots, easements, streets and roads of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

In Witness whereof, I have set my hand and seal this _____ day of _____, A.D., 2021.

Thomas A. Clark PLS 38014

1. Easement research and property description provided by Colorado Title & Closing Services, LLC, Order Number DO21903775-3 effective on February 23, 2020 at 5:00 PM.
2. BASIS OF BEARINGS: Bearings for this survey are based on found monuments, at the centerline intersection of Glasgow Ave. and Mantz Ave. and the centerline intersection if Glasgow Ave and King Street, that bearing being N 02° 06' 00" W, the historic and accepted bearing for the Town of Rico.
3. Lineal units represented on this map are in U.S. Survey Feet or a decimal portion thereof.
4. This survey is valid only if a printed or electronic copy has a seal and signature of the surveyor noted within the statement above.
5. NOTICE: According to Colorado law you must commence any legal action based upon defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.
6. Approval of this plan may create a vested right pursuant to Article 68 of Title 24 C.R.S. as amended.
7. Total area of property affected by this subdivision is 22,500 square feet.
8. Construction of any improvements that may encroach on to adjoining property, not owned by the developer, shall require a temporary construction easement or an encroachment easement between the parties.
9. The boundary of Lot A is to remain unchanged by this plat. Lots C & D are to be combined with Lot B to create Lot B1.

KNOW ALL PERSONS BY THESE PRESENTS That Todd Herman being the sole owner of the following described land:

Block 29 Minor Subdivision, Lot A, Lot B, Lot C and Lot D Located in NW 1/4 Section 36, T40N, R11W, N.M.P.M., The Town of Rico, Dolores County, Colorado. does hereby cause the same to be laid out, platted and subdivided into lots as shown on this plat under the name and style of Block 29 Second Minor Subdivision, Lot A & Lot B1, Located in NW 1/4 Section 36, T40N, R11W, N.M.P.M., The Town of Rico, Dolores County, Colorado.

Owner:

By: _____ Date: _____

State of _____)
)ss.
County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2020, by _____.

Witness my hand and official seal.

My commission expires: _____

Beginning at the Southwest corner of Block 29, Town of Rico, Colorado, from
where the centerline intersection of Mantz Ave. and Glasgow Ave. bears
 S 85°20'55" W, a distance of 898.89'
 Thence N 02°06'00" W, a distance of 100.00',
 Thence N 87°54'00" E, a distance of 48.00',
 Thence S 02°06'00" E, a distance of 40.00',
 Thence N 87°54'00" E, a distance of 177.00',
 Thence S 02°06'00" E, a distance of 100.00',
 Thence N 87°54'00" E, a distance of 12.00',
 Thence S 02°06'00" E, a distance of 57.00',
 Thence N 87°54'00" W, a distance of 93.63', to the **Point of Beginning.**
 Containing 7500 Square Feet.

Beginning at the Southwest corner of Block 29, Town of Rico, Colorado, from
 [the centerline intersecting section of Mantz Ave, Glasgow and Ave, bears
 S 85°20'55" W, a distance of 898.89'
 Thence N 87°54'00" E, a distance of 93.63' to the true Point of Beginning
 Thence N 02°06'00" W, a distance of 57.00',
 Thence S 87°54'00" W, a distance of 12.63',
 Thence N 02°06'00" W, a distance of 3.00',
 Thence S 87°54'00" W, a distance of 3.00',
 Thence N 02°06'00" W, a distance of 40.00',
 Thence N 87°54'00" E, a distance of 177.00',
 Thence S 02°06'00" E, a distance of 100.00',
 Thence N 87°54'00" E, a distance of 131.37', to the Point of Beginning.
 Containing 15000 Square Feet.

According to the records of the County of Dolores Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable.

Dated this: _____ day of _____ 2021

Janle Stiasny
Dolores County Treasurer

This Plat was filed for record in office of the Dolores County Clerk and Recorder on this _____ day of _____, 2021, at _____
Plat Book Number _____, Page Number _____,
Reception Number _____,
time _____.

Dolores County Clerk

ALL POINTS LAND SURVEY L.L.C.
PO BOX 754 OPHIR, COLORADO 81435 (970) 708-9694

DATE: 9/16/2021	
DRAWN BY	TC
CHECKED BY	JCC

JOB# 18042
SHEET-1-OF-1

**TOWN OF RICO ORDINANCE
NO.2022-01**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO, AMENDING RICO BUDGET
ORDINANCE NO. 2020-04 TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES**

WHEREAS, the Rico Town Charter, Article VI, sec. 6.7, states that the Rico Board of Trustees may make additional appropriations by Ordinance during the fiscal year to amend the Town's 2021 Budget as previously adopted by Ordinance No. 2020- 4, for unanticipated expenditures or receipt of additional revenues. The purpose of this amended budget ordinance is to reconcile and amend the 2021 budget for increased expenditures and their corresponding revenues;

WHEREAS, the Town of Rico's **General Fund** revenues for regular operations were higher than estimated in December 2020. This was due to an increase in sale taxes income, increased issuance of building permits, a donation from the Rico Community Church and additional grant funding. **The General Fund has a projected revenue increase of \$152,167.78.**

WHEREAS, the Town of Rico's **General Fund** expenditures for regular operations were higher than estimated In December 2020. This was due to an increase in attorney pass thru cost, an increase in sales and use tax transfers costs a purchase of truck and other administrative expenses. **The General Fund has a projected expenditure increase of \$92,807.32.**

WHEREAS, the Town of Rico's **General Fund** expenditures for capital and special projects were lower than estimated in December 2020. This was due decreased spending for facility improvements and land use code amendments. **The General Fund for Capital and Special Projects expenditures has a projected decrease of \$27,708.84.**

WHEREAS, the Town of Rico's **Street Fund** revenues for regular operations were higher than estimated in December 2020. This was due to an increase in sale taxes income, highway user tax, reimbursements and miscellaneous transfers. **The Street Fund has a projected revenue increase of \$33,402.61.**

WHEREAS, the Town of Rico's **Street Fund** revenues for capital and special projects were higher than estimated in December 2020. This was due to unpredicted building permit fees. **The Street Fund for Capital and Special Projects revenue has a projected increase of \$1006.70.**

WHEREAS, the Town of Rico's **Street Fund** expenditures for capital and special projects was lower than estimated in December 2020. The Town had budgeted for a water truck but did not purchase one. **The Street Fund for Capital and Special Projects expenditures has a projected decrease of \$22,840.68.**

WHEREAS, the Town of Rico's **Water Fund** revenues for regular operations were lower than estimated in December 2020. This decrease in revenue is due to lack of shut-ff fees. **The Water Fund has a projected revenue decrease of \$4,228.64.**

WHEREAS, the Town of Rico's **Water Fund** expenditures for regular operations were lower than estimated in December 2020. This was due to payroll transfers, lower cost of water samples, less necessary repairs. **The Water Fund has a projected expenditure decrease of \$18,983.51**

WHEREAS, the Town of Rico's **Water Fund** revenues for capital and special projects were lower than estimated in December 2020. The water tap replacement projected funded by a

grant from DOLA was not closed out by the end of the year. **The Water Fund for Capital and Special Projects revenue has a projected decrease of \$70,85833.**

WHEREAS, the Town of Rico's **Water Fund** expenditures for capital and special projects was lower than estimated in December 2020. The lower expenditure is based around the delayed completion of the water tap replacement grant project **The Water Fund for Capital and Special Projects expenditures has a projected decrease of \$105,340.29**

WHEREAS, the Town of Rico's **Sewer Fund** expenditures for regular operations were lower than estimated In December 2020. This was due to an appropriation for training, engineering, and payroll transfers that did take place. **The Sewer Fund has a projected expenditure decrease of \$13,709.76.**

WHEREAS, the Town of Rico's **Parks, Open Space and Trails Fund** revenues for operations were higher than estimated in December 2020. This was due to an increase in sale and use tax. **The Parks, Open Space and Trails Fund has a projected revenue increase of \$22,913.22.**

WHEREAS, the Town of Rico's **Parks, Open Space and Trails Fund** expenditures for operations were lower than estimated in December 2020. This was due to a decrease in labor expenses. **The Parks, Open Space and Trails Fund has a projected expenditure decrease of \$26,330.56.**

WHEREAS, the Town of Rico's **Conservation Trust Fund** revenues were higher than estimated in December 2020. **The Conservation Trust Fund has a projected revenue increase of \$2516.84.**

WHEREAS, the Town of Rico's **Conservation Trust Fund** expenditures were lower than estimated in December 2020. **The Conservation Trust Fund has a projected expenditure decrease of \$7,516.84.**

WHEREAS, the Town of Rico Board of Trustees declares that it is in the best interest of the Town's citizens and necessary for the health, safety and welfare of the Town to amend the 2021 annual budget to reflect the above-described changes in revenues and expenses.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO AS FOLLOWS:

SECTION 2. The amendments set forth herein in no way effect the taxes levied as set forth in the 2021 Budget, Ordinance No. 2020-04.

SECTION 3. This Ordinance shall take effect immediately upon final adoption.

ORDINANCE INTRODUCED, READ, APPROVED AND ADOPTED ON THE 19th DAY OF January 2022.

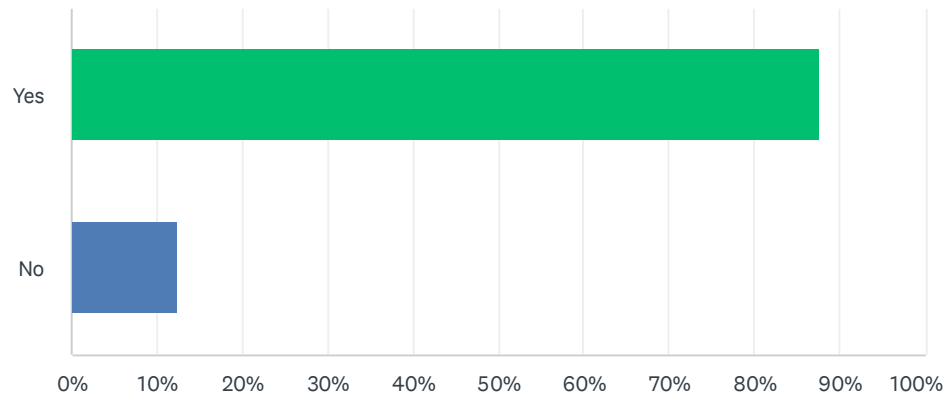
ORDINANCE READ, APPROVED AND ADOPTED BY FINAL READING THIS 16th DAY OF February 2022

BY: _____
Nicole Y. Pieterse, Mayor

Attest: _____
Chauncey McCarthy, Town Manager

Q1 Are you a resident of Rico

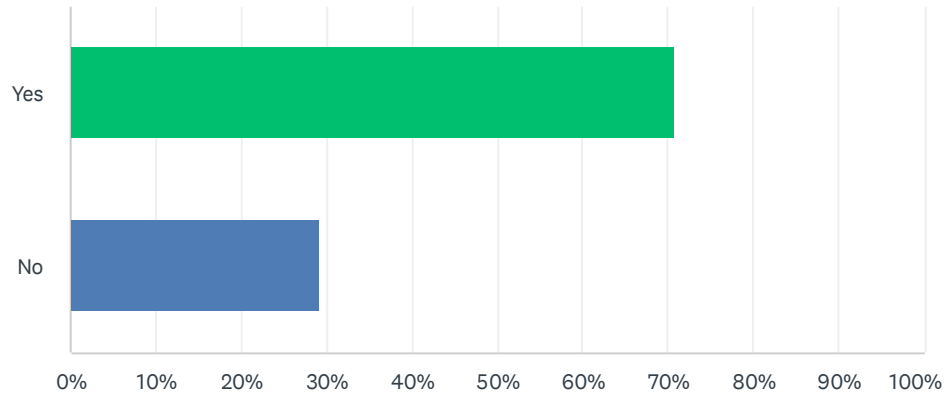
Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	87.61%	99
No	12.39%	14
TOTAL		113

Q2 Do you think Short Term Rental properties (airbnb, VRBO, etc.) should be regulated in the Town of Rico?

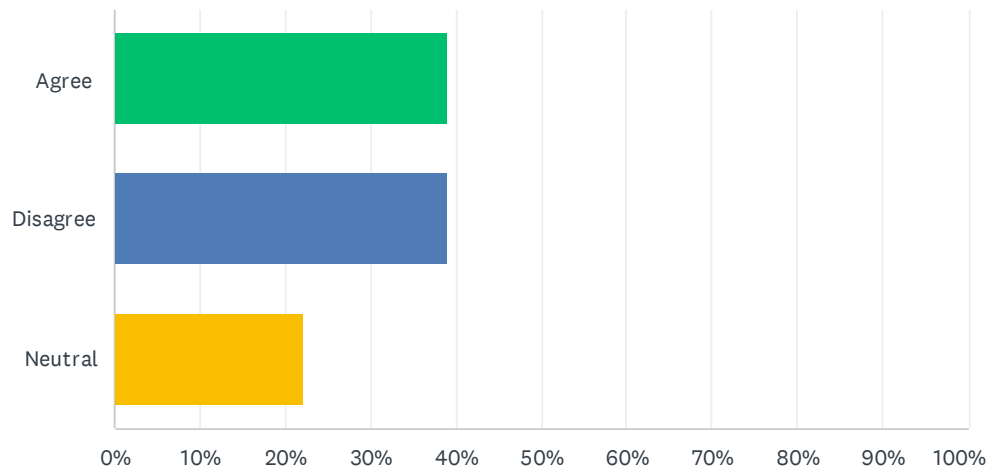
Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	70.80%	80
No	29.20%	33
TOTAL		113

Q3 Tell us how you feel about Short Term Rentals in Rico. Do you agree or disagree with the following statements? They make it harder for people to find quality, affordable housing that's available to rent long-term

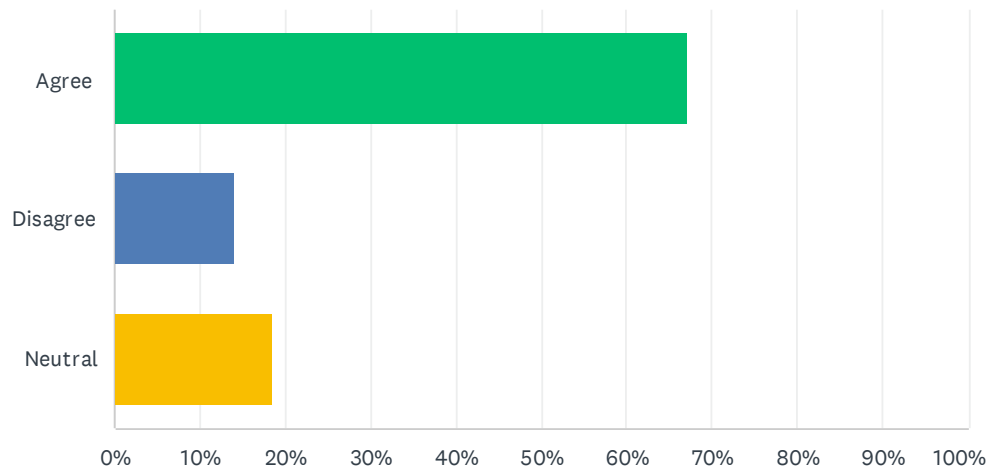
Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
Agree	38.94%	44
Disagree	38.94%	44
Neutral	22.12%	25
TOTAL		113

Q4 Tell us how you feel about Short Term Rentals in Rico. Do you agree or disagree with the following statements? They make Rico a more appealing tourist destination

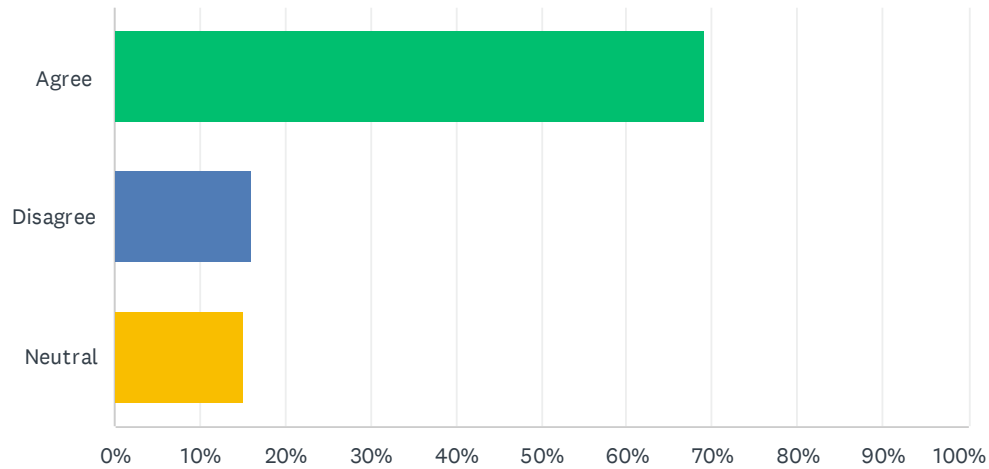
Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
Agree	67.26%	76
Disagree	14.16%	16
Neutral	18.58%	21
TOTAL		113

Q5 Tell us how you feel about Short Term Rentals in Rico. Do you agree or disagree with the following statements? They are an important source of income for residents and the town

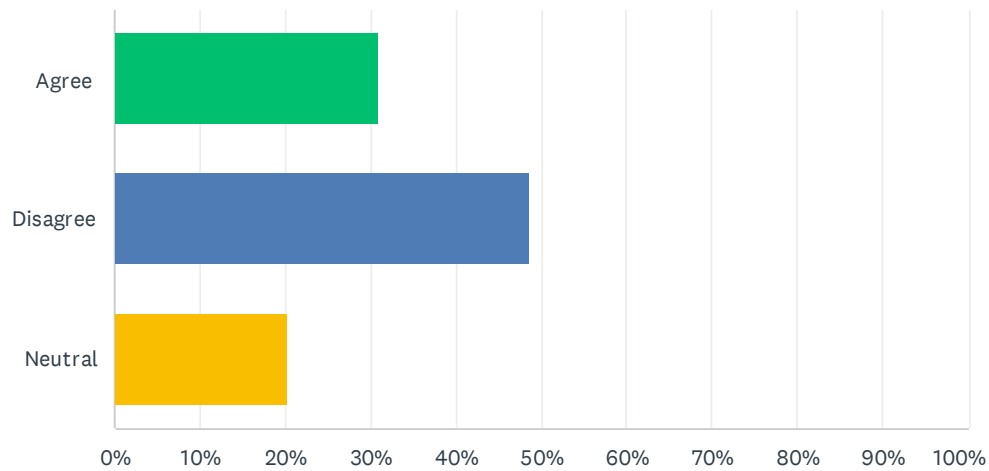
Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
Agree	69.03%	78
Disagree	15.93%	18
Neutral	15.04%	17
TOTAL		113

Q6 Tell us how you feel about Short Term Rentals in Rico. Do you agree or disagree with the following statements? They increase noise, on-street parking and property damage

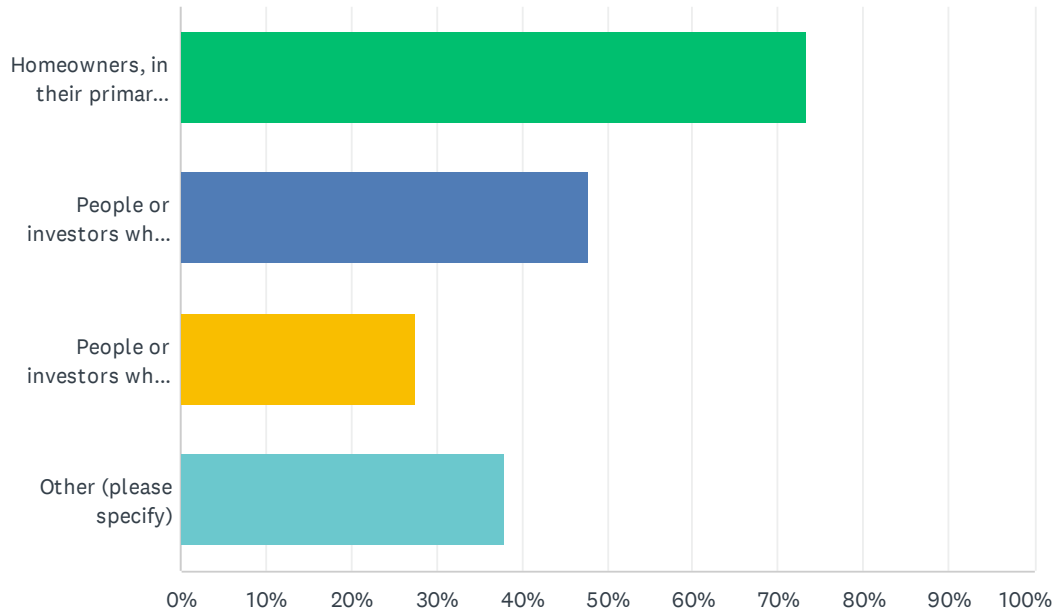
Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
Agree	30.97%	35
Disagree	48.67%	55
Neutral	20.35%	23
TOTAL		113

Q7 Who should be allowed to offer Short Term Rentals? Choose all that apply.

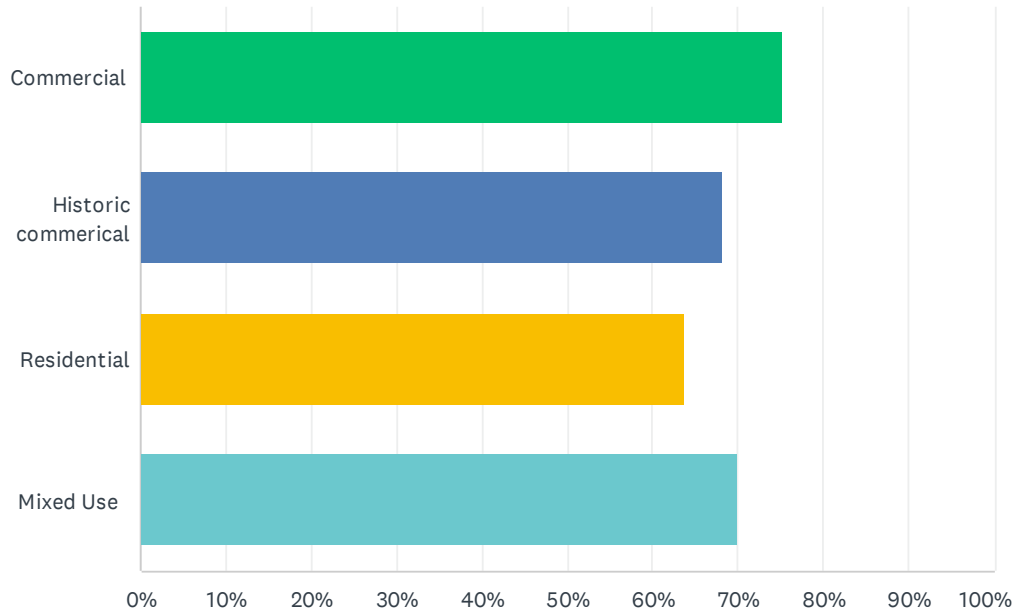
Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
Homeowners, in their primary residence	73.45%	83
People or investors who own property they do not live in	47.79%	54
People or investors who own multiple properties	27.43%	31
Other (please specify)	38.05%	43
Total Respondents: 113		

Q8 In what areas should Short Term Rentals be permitted? Choose all that apply.

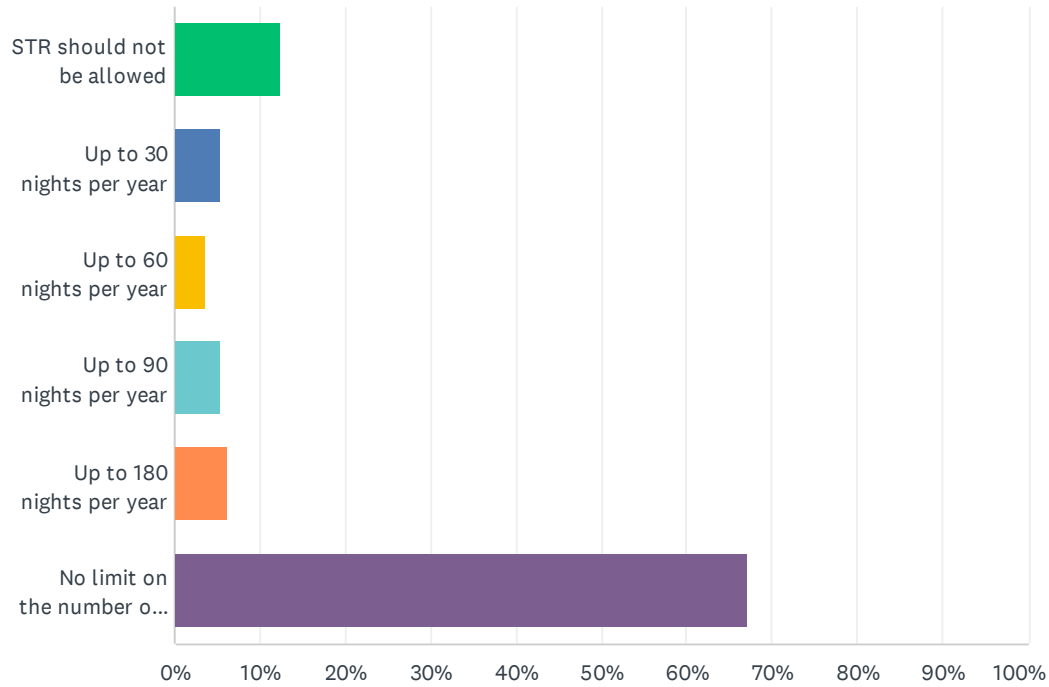
Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
Commercial	75.22%	85
Historic commerical	68.14%	77
Residential	63.72%	72
Mixed Use	69.91%	79
Total Respondents: 113		

Q9 Should there be a limit on the total number of nights per year? What do you think would be a fair?

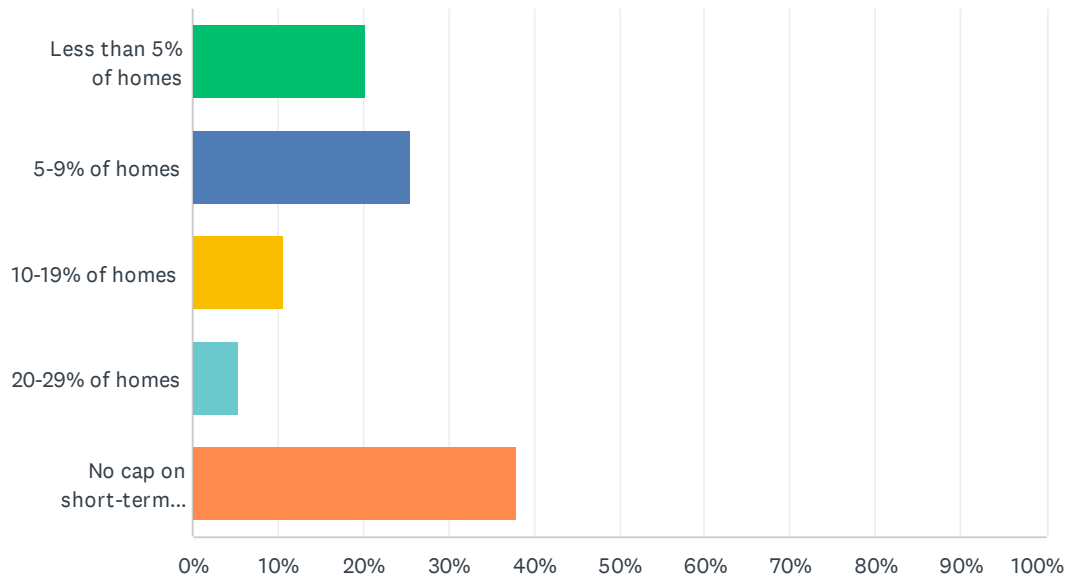
Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
STR should not be allowed	12.39%	14
Up to 30 nights per year	5.31%	6
Up to 60 nights per year	3.54%	4
Up to 90 nights per year	5.31%	6
Up to 180 nights per year	6.19%	7
No limit on the number of nights per year	67.26%	76
TOTAL		113

Q10 Is there an ideal limit on the number of homes that can be used as a short-term vacation rental in Rico? If so, please select your preferred limit:

Answered: 113 Skipped: 0



ANSWER CHOICES	RESPONSES	
Less than 5% of homes	20.35%	23
5-9% of homes	25.66%	29
10-19% of homes	10.62%	12
20-29% of homes	5.31%	6
No cap on short-term rentals	38.05%	43
TOTAL		113



Superintendent
Telluride School District
725 West Colorado Avenue
Telluride, CO 81435
Phone: 970-728-6617
www.TellurideSchool.org

January 24, 2022

To the Town of Rico,

The Telluride School District R-1 requests your consideration in conveying any available parcel of land to the school district, for the purpose of developing affordable housing for rental and/or purchase by district employees.

One of the district's most critical goals is to recruit and retain highly qualified staff. A talented and experienced faculty is the backbone to our success. The district currently employs over one-hundred fifty teachers and support staff. We conduct extensive recruitment efforts to find the most highly qualified personnel. Each year we lose excellent employees because they cannot afford to live in the region.

We realize this is a significant request, but with the ongoing housing crisis we are extremely concerned about both short-term and long-term impact on our district and community. Our schools serve the children and families of Rico, and our many of our current staff are members of your community. A partnership will be mutually beneficial.

Thank you for your consideration of this request to support the Telluride School District R-1 through an affordable housing partnership. Please let me know how we can further this discussion.

Sincerely,

A handwritten signature in black ink, appearing to read 'John W. Pandolfo', enclosed within a thin black rectangular border.

John Pandolfo
Superintendent
jpandolfo@telluride.k12.co.us
970-369-1213

2/11/2022

To Whom It May Concern,

We the Board of Trustees for Rico Colorado, fully support Chauncey McCarthy attending the 2022 CML Annal Conference. We believe this event will be invaluable to his growth in the role of Town Manager. The Town of Rico currently has three full time employees. Within the last 4 months the Town has hired a new Town Manager and a new Clerk. Hiring two new employees has financially burdened the Town and currently the budget does not balance due to the additional cost of employee acquisition and training. Rico is a town of roughly 230 full residents with 6 commercial businesses. Historically the Town operates on a very narrow budget funded primarily by taxes, large capital projects rely fully on grant funding due to limited income streams.

Thank you for considering Chauncey McCarthy for the 100th CML Annal conference scholarship.

Nicole Y. Pieterse
Mayor
Rico Colorado