



AGENDA
 TOWN OF RICO BOARD OF TRUSTEES
 2 Commercial Street– Rico Town Hall
 April 19th, 2023
 7:00 PM

Topic: Board of Trustees Regular April Meeting
 Time: Apr 19, 2023 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87584899118?pwd=cFNBOFJndTZtQm1nTmVrK1R1amtNUT09>

Meeting ID: 875 8489 9118

Passcode: 860255

One tap mobile

+17193594580,,87584899118#,,,,*860255# US

+13462487799,,87584899118#,,,,*860255# US (Houston)

Meeting ID: 875 8489 9118

Passcode: 860255

Find your local number: <https://us02web.zoom.us/j/87584899118?pwd=cFNBOFJndTZtQm1nTmVrK1R1amtNUT09>

us02web.zoom.us/j/87584899118?pwd=cFNBOFJndTZtQm1nTmVrK1R1amtNUT09

ROLL CALL

APPROVAL OF THE AGENDA

PAYMENT OF THE BILLS

PUBLIC COMMENT

ACTION ITEMS

- Public hearing and consideration of the final plat of the Dolores River Trail Development, located on portions of the Hillside 1, 2 and Yankee Boy, Rebecca and Gordon Mortensen, applicants
- Consideration of Resolution 2023-01 a resolution of the Board of Trustees of the Town of Rico in opposition to statewide land use and zoning preemptions in Senate Bill 23-213
- Consideration of resolution no. 2023-02 a resolution of the Board of Trustees of the Town of Rico approving joint submittal of a Voluntary Cleanup program application with Atlantic Richfield Company to the Colorado Department of Public Health and Environment

STAFF REPORTS

- Clerk's / Manager's Report

DISCUSSION ITEMS

- Quarter 1 financial review
- Colorado Municipal League Conference
- Hybrid meeting policy resolution

ADJOURN

Town of Rico Memorandum

Date: April 14, 2023

TO: Town of Rico Board of Trustees

From: Chauncey McCarthy

Public hearing and consideration of the final plat of the Dolores River Trail Development, located on portions of the Hillside 1, 2 and Yankee Boy, Rebecca and Gordon Mortensen, applicants

Included in the packet are the final plat submittals from the applicant for their proposed major subdivision, Dolores River Trail. These items include subdivision plat, civil engineering, easement agreements, road maintenance agreement, subdivisions improvements, and cost estimates. The applicant's attorney and town's attorney have added comments within the documents regarding provisions that require further consideration. The legal documents did receive input during the Planning Commission hearing (they were able to resolve the comments in both easement agreements) but still require additional review and direction from the Board of Trustees to resolve any remaining issues. Additional items included in this packet are review memos from the town staff, an engineering review memo provided by Alpine Land Consulting, and a public comment letter. Our town planner has also included a memo summarizing the public hearing the Planning Commission held.

The final plat of the Dolores River Trail subdivisions went before the Planning Commission on April 12, 2023. The motion and recommendation are provided below:

Recommend an approval of the final plat of the Dolores River Trail Development, located on portions of the Hillside 1, 2 and Yankee Boy, Rebecca and Gordon Mortensen, applicants with the following conditions:

- The board does not approval the final plat until a declaration and protective covenants have been developed, reviewed by legal and are part of the final plat material.
- The maximum floor area be 4,500 Sqft calculated at 100% of all development within the lot.
- The easement agreements are updated to remove and replace rules and regulations with federal, state, local laws, and regulations.

Moved by Gerrish Willis, Seconded by Brad Fox, Approved 4 – 0

Consideration of Resolution 2023-01 a resolution of the Board of Trustees of the Town of Rico in opposition to statewide land use and zoning preemptions in Senate Bill 23-213

SB23-213 represents the most sweeping attempt in recent Colorado history to remove local control and home rule authority from elected leaders, professional planning staff, and the people of Colorado. The bill dramatically expands state authority by imposing top-down zoning and land use standards on municipalities, and it puts those decisions into the hands of developer interests and unelected third parties. SB23-213 does not recognize that local governments are best suited to address the needs of their communities, and it flies in the face of local government efforts to solve the affordable housing crisis. This bill could set a precedent, creating more issues driven from future legislation.

Included in this packet is Resolution 2023-01 a resolution of the Town of Rico in opposition to statewide land use and zoning preemptions in Senate Bill 23-213 along within an analysis of the bill provided by the Colorado Municipal League.

Consideration of Voluntary Clean Up application submittal to Colorado Department of Public Health and Environment

The Board of Trustees of the Town of Rico (Board) is being asked to consider a resolution that would approve the joint submittal of a Voluntary Cleanup Program (VCUP) Application with Atlantic Richfield Company (AR) to the Colorado Department of Public Health and Environment (CDPHE), culminating several years of work by the Board and Town Manager on this matter. The Board has previously reviewed, discussed, and received public comment on the VCUP Application in great detail, including at most monthly Board meetings over at least the last eighteen months. The VCUP Application the Board is being asked to approve at its April 19, 2023 meeting is the same as the version reviewed by the Board at its March 9 and March 22, 2023 meetings to discuss the VCUP, with the following minor changes, shown in the pages attached to this document:

- Language has been revised in Section 2.1 of the VCUP Application to more accurately describe AR's ownership of property in and surrounding the Town.
- A note has been added to Section 6 of the VCUP Application explaining that reference to the date of the Town's adoption of the Overlay Zone Regulations is intended to mean the effective date of the Overlay Zone Regulations.
- The brackets for the public facilities LAL have been removed as AR has accepted the number proposed by CDPHE.
- The resume for Alex Wing has been removed from the VCUP Application because he is no longer affiliated with AR's VCUP work team.
- Minor revisions have been made to the Overlay Zone Regulations based on comments from the Town's attorneys, Karp Neu Hanlon, P.C., and comments from the Board at recent meetings discussing the VCUP.

Additionally, throughout the VCUP Application, the date of the VCUP Application has been changed to April 2023 and the timeline for submittal has been shifted to the second quarter of 2023, to reflect the current date and timeline.

Quarter 1 financial review

Included in the packet are a general fund balance sheet, and comparative income statements for all town funds. Below is a high-level summary of the status of each fund; I can lead a more in-depth discussion at the meeting if the Board chooses so.

General Fund: This fund is generally tracking to meet or exceed projected revenues and meet expenditures. Excise tax is much higher than budgeted as transfers to the other funds were not completed this quarter. Interest is also tracking much higher than budgeted due to the town's CSAFE Trust fund. The trust fund has generated over 5,000 since it was opened. The facility improvements expense is much higher than what was budgeted due to the shop planning project carrying over from 2022. (The Board amended the 2022 budget and appropriated \$100,000 to this project.) This will need to be corrected via a budget amendment. This amendment would also be the time to address the Town shop construction and DOLA grant if awarded.

Water Fund: This fund is currently tracking to meet projected revenues and expenditures. Interest is much higher than what was budgeted. This is due to closing and reconciling the Colotrust account that was not correctly accounted for over the past years.

Street Fund: Revenues in the street fund are expected to exceed what was budgeted. Due to large snow totals this year, certain expenditures will exceed what was budgeted by the end of 2023. Payroll and fuel are the two line items that will be effected. \$5,000 was budgeted for equipment rental which was not needed this winter.

Park Fund: Sales tax, lodging tax, and excise tax should outperform what has been budgeted for projected revenue.

Conservation Fund: This fund receives quarterly payments through the state lottery fund and should meet or exceed expected revenue. \$ 40,000 was budgeted as a match for the park and rec improvement project but due to the proposed timeline these funds will most likely not be obligated this fiscal year.

Sewer Fund: This fund is currently tracking to meet projected revenues and expenditures.

Colorado Municipal League Conference

Please be ready to discuss if you would like to attend the Colorado Municipal League Annual Conference. The conference is scheduled from Sunday, June 25 to Wednesday, June 28. The town has budgeted funds which will cover the expense of 4 – 5 elected officials. Lodging and Conference registration fees will be paid for by the town, other expenses incurred during the conference will be the responsibility of those attending.

Hybrid meeting policy resolution

The Board of Trustees should be prepared to discuss what the town's hybrid meeting policy may contain. After last month's meeting, I was working towards drafting a resolution and spoke with over 30 municipalities within the state. Policies and resolutions from these different municipalities varied greatly, creating the need for additional direction from the board. Some municipalities do not allow for hybrid meetings, others only allow for contract staff and presenters to join, others allow elected and appointed officials to only attend 1 – 2 meetings a year remotely. General public participation ranged greatly as well, but the common thread was allowing staff the discretion to cancel the remote aspect of the meeting or remove participants if there were any issues related to sound, video, or connectivity. Other commonalities included, elected and appointed officials must remain on camera during entire meeting, those contributing to public comment must be on video as well.

NEW Town of Rico - General Fund
Check Register
 For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
17713	4/7/23	CEBT	10000	3,858.40
17714	4/7/23	Dans Repair	10000	82.50
17715	4/7/23	San Miguel Power Associ	10000	273.00
17716	4/7/23	Kaplan Kirsch Rockwell	10000	26,751.79
17717	4/7/23	Century Link	10000	55.00
17718	4/7/23	Orkin	10000	13.99
17719	4/7/23	Justin Bain	10000	1,000.00
17720	4/7/23	CIRSA	10000	398.00
17721	4/7/23	Jennifer Stark	10000	453.50
17722	4/7/23	Fraley Propane, LLC	10000	1,206.00
17723	4/7/23	Rico Fire Protection	10000	4,864.25
17724	4/7/23	Colorado Surplus Asset Fu	10000	193,915.00
17729	4/12/23	Xerox Corporation	10000	113.68
17730	4/12/23	ATLAS CPAs & Advisors	10000	5,000.00
17731	4/12/23	Rico Telephone Company	10000	407.52
17732	4/12/23	Goff Engineering and sur	10000	2,041.00
17725	4/14/23	Chauncey P. McCarthy	10000	2,190.11
17726	4/14/23	Stephen C. Roberts	10000	1,371.62
17727	4/14/23	Dennis E. Swank	10000	1,451.00
17728	4/14/23	Anna C. Wolf	10000	1,249.54
Total				<u>246,695.90</u>

NEW Town of Rico - Open Park Fund
Check Register
For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1740	4/7/23	San Miguel Power Associ	11000	60.00
1741	4/12/23	Yellowstone Track System	11000	<u>555.98</u>
Total				<u><u>615.98</u></u>

2018 NEW Town of Rico - Street Fund
Check Register
For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2850	4/7/23	CIRSA	10000	38.97
2851	4/7/23	Partners in Parts, Inc	10000	131.21
2852	4/7/23	San Miguel Power Associ	10000	660.00
2853	4/7/23	Senergy Petroleum, LLC	10000	2,507.23
2854	4/7/23	Slavens, Inc	10000	115.10
2855	4/7/23	WM Corporate Services, I	10000	140.31
2856	4/12/23	Honnen Equipment	10000	<u>389.64</u>
Total				<u><u>3,982.46</u></u>

NEW Town of Rico - Water Fund
Check Register
For the Period From Apr 1, 2023 to Apr 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4498	4/7/23	San Juan Basin Health De	10000	35.00
4499	4/7/23	San Miguel Power Associ	10000	1,007.00
4500	4/7/23	UPS	10000	47.36
4501	4/7/23	Dolores Water Conservanc	10000	2,700.05
4502	4/7/23	Fraley Propane LLC	10000	804.00
Total				<u>4,593.41</u>



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.townofrico.colorado.gov

Dolores River Trail Subdivision Final Plat Review Planning Commission Public Hearing 4.12.2023

Notes on the Hearing

- There is some discussion around support of the development of an HOA versus a Common Interest Community and a road maintenance agreement and the last lot on the road which is not currently part of the subdivision application. This is the Merritt property. The road maintenance agreement is an alternative, but the issue is what is in the best interest of the town to be the best way to mitigate the risk that the town holds responsibility for the road in a worse case scenario. There has not been a consensus between Town's legal and the applicants legal as of this hearing.
- Legal is recommending that the road maintenance agreement is good for contracting with the Merritt parcel. Legal recommends some minor changes to the responsibility of the association as a successor to a developer. A recommendation of a declaration needs to be drafted. This would establish the election of a per say manager that would file their appointment with the Secretary of State and that manager would have specific and limited authorization to act. Legals concern is in a situation where the Homeowners are not adequately maintaining the road and it is say affecting town infrastructure and the town makes effort to make some informal attempt and action is not taken, then the Town is left seeking an injunction for each individual property owner to act rather than being able to have the Town must work with a single entity.
- Legal is alright with the language of "Letter of Credit" in the SIA. Legal would like the spelling out of the design standards in this document that is applicable to this subdivision. This provides a recorded document for any current or future property owners to refer to. See agreed terminology below.

Points of Agreement: Conditions

- The applicant is requested that there are some examples from the Town's legal counsel to aid the applicant in meeting a legal recommendation of an HOA. The applicant has also requested that this be a condition rather than a continuance.
- The Planning Commission is recommending the condition of Maximum Floor Area being documented that the plat will articulate single family residential with a Maximum Floor Area at 4,500 with 100% of development contributing to that Maximum Floor Area capacity.

- 11
- In the Easement Agreement adding phrasing that is subject to all applicable local, state, and federal laws and regulations.
 - The applicant requested that the same statement as above be made on the FS Easement agreement.

 - The Planning Commission is recommending approval for the Town Board of Trustees to review, with the condition that the document of Declaration of Protected Conveyance is drafted between the applicant and legal counsel with the realization that the board will likely continue it until the two entities can agree on a finalized version.

Public Comment: Skip Zeller asking if the applicant has met all the requirements of the RLUC. Stated that he was aware he stood to gain and asked some clarifying questions about the process.



TOWN OF RICO
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

April 7, 2023

To: Rico Planning Commission
 From: Chauncey McCarthy, Town Manager
 RE: Dolores River Trails Subdivision Application for Final Plat Review

Review:

The process for this application requires a final plat review and recommendation by the Planning Commission and then a final plat review and approval by the Town Board of Trustees.

You as the Planning Commission are in a quasi-judicial review process for a Final Plat Application.

546. FINAL PLAT REVIEW (ORD. NO. 2022-06, § 546, 06-15-22)

546.1 Review: The Rico Planning Commission shall review the Final Plat, all supporting documents, information, and public comments taken at a public hearing and within thirty-five days of the Town's determination that the Final Plat application is complete. The Planning Commission shall approve, approve with conditions, or deny the Final Plat based upon compliance with the standards in this Section and other applicable laws of the Town of Rico, State of Colorado, or United States of America. The Planning Commission may continue Final Plat review if mutually agreed upon by the Applicant and the Planning Commission, or if in the judgment of the Planning Commission and Town Staff the issues presented in the Final Plat require additional time for review.

You will review the Final Plat Application in accordance with Article V Section 546, Article V Section 544 Article V Section 550 and Article III Section 306

Provide below is a review of the application against the Rico Land Use Code:

546.2. Standards: This paragraph sets forth the standards for Final Plat review. The Planning Commission shall cite specific standards when imposing conditions on approval, or denying, a Final Plat Application.

A. The Final Plat shall conform in all major respects to the Preliminary Plat as previously reviewed and approved by the Planning Commission or Board of Trustees;

- **Standard met. Review of preliminary plat conditions against submitted material provided in memo dated 4/5/2023**

B. The Final Plat shall meet all the Final Plat Requirements in 544.; and,

- **Review of each item provided below.**

C. The Final Plat, any agreements, covenants, restrictions, and other accompanying legal documents shall be approved, or approved with reasonable modifications, by the Town Attorney.

- **Standard has not been met, there are several open issues that will need to be resolved during the public hearing.**

544.2. Final Plat Requirements: The Final Plat shall be prepared and certified as to its accuracy by a registered land surveyor licensed to do such work in the State of Colorado. A work-man like execution of the Final Plat shall be made in every detail. A poorly drawn or illegible plat shall be a sufficient cause for its rejection. The Final Plat shall meet the following requirements:

A. The Final Plat shall conform in all major respects to the Preliminary Plat as previously approved and shall incorporate all modifications required in the Preliminary Plat Approval stage.

- **Standard met.**

B. All blocks, and all lots within each block shall be consecutively numbered;

- **Standard met.**

C. On curved boundaries and all curves on the plat, sufficient data should be given to enable the re-establishment of the curves. Any curves should include: Points of curvature, points of tangency, radius of curve, arc length, and angle or curve by arc definition.

- **Standard met.**

D. Excepted parcels shall be marked "Not included in this plat" and the boundary completely indicated by bearings and distances.

- **Standard met.**

E. All streets, walkways and alleys shall be designated as such and bearings and dimensions shall be given.

- **Standard met.**

F. All streets shall be named.

- **Standard met.**

G. All easements shall be designated as such and bearings and dimensions given.

- **Standard met.**

H. All dedications of land to the Town or other agencies shall be designated as such and bearings and dimensions shall be given.

- **Standard met.**

I. All lands within the boundaries of the Plat shall be accounted for either by lots, walkways, streets, alleys or excepted parcels.

- **Standard met.**

J. All dimensions of irregularly shaped lots shall be indicated in each lot.

- **Standard met.**

K. Bearings shall be given for all lot lines, except that bearings need not be given for interior lot lines where the bearings are the same as those of both exterior lot lines.

- **Standard met.**

L. Other information on the Plat shall include: (1) Name of subdivision, true north line and date; (2) Name of owner or owners of record and address; (3) Total acreage of tract and total number of lots; (4) Township, Range, Section and Quarter-Section, block and lot numbers; and, (5) Graphic scale.

- **Standard met.**

M. Permanent reference monuments shall be located and set in compliance with state laws, except that there shall be at least one permanent monument located no more than six-hundred (600) feet apart along any straight boundary line.

- **To be installed upon approval.**

N. The surveyor making a Plat shall certify on the Plat that it is correct and that the monuments described in it have been placed as described and shall affix his name and seal.

- **Surveyors certificate is on plat, monuments to be placed upon approval.**

O. All utilities and easements shall be shown on the Plat along with a certificate from all utility companies showing their approval.

- **Standard met.**

544.3. Other Materials: The Applicant shall submit final copies of all supporting documents required at the Preliminary Plat Approval stage with any changes, modifications, and revisions required as a condition to approval at the Preliminary Plat Approval stage. In addition, the Applicant shall submit the following:

A. Improvements agreement for all on-site or off-site improvements and mitigation measures required by the Application; and,

B. Covenants and restrictions on any property required by the Application.

- **Standard has not been met, there are several open issues that will need to be resolved during the public hearing.**

550. MINIMUM SUBDIVISION STANDARDS This section sets forth the standards for subdivision design.

550.1. Preservation of Landscape: The design and development of subdivisions shall preserve, insofar as it is technically and economically feasible, the natural terrain, natural drainage, existing topsoil, trees, and vegetation.

- **Standard met**

550.2. Lots: All lots shall meet each of the following standards:

A. Access routes for vehicles, utilities, and trails should avoid hazardous areas, wetlands and waterways, and wildlife habitat areas.

- **Standard Met**

B. All building lots shall abut a public dedicated roadway. Each lot in the R, MU, RPUD Zone Districts shall have a minimum of fifty (50) feet of street frontage. Each lot in the HC, CM, or CPUD Zone Districts shall have a minimum of twenty five (25) feet of street frontage. All non-building lots shall abut a public right of way with a minimum frontage of twenty (20) feet.

- **Standard not met.**

C. All building lots shall meet the minimum size requirements for the permitted use.

- **Standard met.**

D. All building lots shall be arranged to accommodate the permitted use within the setbacks required by the zoning district.

- **Standard met.**

E. Each building lot shall provide at least one feasible building site that is suitable for the permitted use which is not in an avoidable or unmitigable hazardous area.

- **Standard met.**

F. All building lots shall have adequate space for off-street parking with a maximum 4% grade and driveway access with a maximum 12% grade.

- **Standard met.**

552.1. Streets: All streets and roadways shall meet the Road Design Standards in 478

- **Review provided by Alpine Land Consulting. See civil plans dated, 3/29/2023 and DRT review memo dated, 3/30/23**

554. IMPROVEMENTS (ORD. NO. 2008-3, § 554, 03-19-08) The Applicant shall provide a Subdivision Improvements Agreement in a form supplied by Town for the construction of any improvements required by the Application. The Applicant shall post a bond in the amount of 125% of the cost of the improvements in favor of the Town at the time the Subdivision Improvements Agreement is executed.

- **Subdivision improvements agreement included in packet material including engineers estimate.**

556. LAND DEDICATIONS AND DEVELOPMENT CHARGES Usable land in the amount of ten percent (10%) of the total land area proposed for development shall be dedicated to the Town for public purposes, including but not limited to Parks, Public Facility Areas, and Schools. The land dedication calculation shall not include proposed Open Space areas, road rights-of-way, or the proposed land for dedication. Additional land dedications may also include sites inappropriate for development and buffer areas around such sites, parks for recreation, open space for recreation and view corridor protection, green belts for view corridor protection and separation of incompatible uses, and trails for non-motorized access through and around Town. The Town may accept a payment in lieu of a land dedication where the Applicant's property does not offer practical, beneficial or useful land dedication areas.

- **Standard met.**

306. PUD DISTRICT STANDARDS Any Planned Unit Development Application may propose variances to the applicable standards which variances may be approved in the sole discretion of the Town Board of Trustees if the Trustees determine that the overall PUD application promotes the goals of the Rico Regional Master Plan. In addition to the standards contained in ARTICLE V. SUBDIVISIONS and the

Design Regulations applicable for the designated PUD district, the reviewing body shall use the following standards to review PUD applications:

306.1 The application substantially complies with the Rico Regional Master Plan, including but not limited to: use, pedestrian and recreation access and connections to the Town core, U.S. Forest Service lands, and other public lands.

- **Standard met.**

306.2 All areas which are inappropriate for development, including but not limited to: steep slopes, areas affected by geologic hazards, wetlands, and other areas of state and local interest, are included in the Open Space Zone District. All areas included in the Open Space Zone District which are not dedicated to the Town are held in common ownership by an owners' association and the owners' association is responsible and liable for the maintenance and oversight of all common open space areas.

- **Standard met.**

306.3 The PUD application complies with the Major Streets Plan.

A. Pedestrian access to the commercial districts of Town is provided by a sidewalk or trail on the Applicant's property, or by connection to an existing or future sidewalk, trail, or other suitable pedestrian access route, and sidewalk or trails meet the minimum requirements set forth in 550. MINIMUM SUBDIVISION DESIGN STANDARDS.

- **Standard not met.**

B. Passive recreational access is provided to the existing and planned network of passive recreation trails identified in the Rico Regional Master Plan.

- **Standard met.**

C. Direct access to Highway 145 will not create traffic related hazards and direct access can be created which meets the minimum access design standards set forth by the Town of Rico and the Colorado Department of Transportation. Any necessary highway access permit from CDOT and the Town of Rico is obtained prior to commencement of any development activity.

- **N/A**

306.4 For CPUD applications, off-street parking should be visually screened from Highway 145 either by parking behind structures or through the use of landscaping.

- **N/A**



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.townofrico.colorado.gov

April 5, 2023

To: Rico Planning Commission
 From: Town Staff
 RE: Dolores River Trails Subdivision Application for Final Plat Review

The Rico Town staff has received the Dolores River Trails subdivision for Final Plat Review.

For General Information:

According to the RLUC section 270 et al;

-RUPD is for single-Family, duplex, triplex, accessory dwelling use, and home occupation.

Design regulations:

272. RESIDENTIAL PLANNED UNIT DEVELOPMENT DESIGN REGULATIONS

DESIGN REGULATIONS	REQUIREMENTS
LOT SIZE	22,000 sq.ft.
FRONT SET BACK	12 feet
SIDE SET BACK	7 feet
REAR SET BACK	5 feet
BUILDING HEIGHT	30 feet
MAXIMUM FLOOR AREA	Maximum Floor Area = 4,500 sq.ft.
OFF-STREET PARKING	Two vehicle spaces per dwelling unit

The following is a list of conditions the Trustees approved after review of the preliminary plat application on November 16, 2022.

Conditions recommended by the Board of Trustees:

1. The area currently noted as the Dolores River Trail forty foot right of way not be dedicated as a Town road but that the Applicant come back with final plat showing it as a common area with a road maintenance association or a private easement and the proposed draft easement agreement for that based on what we discussed tonight.

Staff Comment: supplemental material from Manager and contract staff on this Condition.

2. Modify plat note 1 concerning maximum floor area to reflect that the property within the subdivision is subject to PUD review under the RPUD Land Use Code provisions or any successor provisions in effect of the time of development or PUD review.

- Final Plat Submission:

PLAT NOTES:

1. Maximum Floor Area. The properties depicted on the plat are classified as Residential Planned Unit Development as defined in the Town of Rico Official Zoning Map. Residential structure(s) shall be limited to a total maximum floor area of 4,500 square feet as defined in the Rico Land Use Code. This maximum floor area limitation shall be a restrictive covenant that shall run with and burden the land for the benefit of the owners of Lots 1, 2, 3, 4, 5, and 6, Dolores River Subdivision and for the benefit of the Town of Rico.

Staff Comment: Maximum floor area can change subject to modifications of the RLUC so phrasing to consider: Maximum floor area: the properties depicted on the plat are classified as Residential Planned Unit Development as defined in the Rico Land Use Code. Compliance with the most recently adopted Rico Land Use Code Maximum Floor Area requirements shall be a restrictive covenant that shall run with and burden the land for the benefit of the owners of Lots 1, 2, 3, 4, 5, and 6, Dolores River Trails Subdivision and for the benefit of the Town of Rico.

3. Condition that plat note 2 regarding building envelopes be revised to note that no building can occur outside of these areas as you stated in your application but it is not referenced on the plat. Meaning no fences houses, outbuildings, etc.

- Final Plat Submission:

2. Development of lots in the subdivision may require an Environmental Development Permit pursuant to section 804 of the Rico Land Use Code, as it may be amended from time to time.

Staff Comment: The impression by staff is that the Trustees were looking for something more specific in this plat note. Phrasing to consider:

It can be approached in two ways.

- A. No build zone restrictions. There is hereby established a “No Build Zone” on portions of lots identified within the Dolores River Trails Subdivision depicted on this plat and labeled “No Build Zone”. Within the “No Build Zone”, the following restrictions and limitations are imposed upon the use and development of the lots by the owner of the lot burdened by the “No Build Zone”. The “No Build Zone” designated herein depicts those areas of the lots that shall serve as a buffer zone between the building improvements constructed on the lots and any environmental hazard or terrain located within the lot unsuitable for improvement or construction. No construction of any kind shall occur anywhere in the “No Build Zone” except as follows:
- i. The construction of trails to facilitate pedestrian access to roads or other local trails.
 - ii. The construction of drainage structures to facilitate the flow of surface water across the lots, and
 - iii. The removal and/or replacement of dead or diseased vegetation, including the removal of dead or fallen material accumulated on the ground.

The “No Build Zone” shall be a restrictive covenant that shall run with and burden the land for the benefit of the owners and for the Town of Rico.

- B. Building envelope area: There is hereby established a “Building Envelope Area” on portions of the lots within the Dolores River Trails Subdivision, as such area is depicted on this plan and labeled as the “Building Envelope Area”. Subject to the applicable provisions of the Town of Rico Land Use Code, other Town ordinances and of the Lots by the owner of the Lot, burdened with the “Building Envelope Area”. The construction of improvements, structures, and buildings on the lots within the Dolores River Trails Subdivision is hereby limited to and restricted to the “Building Envelope Area”. Construction of improvements,

structures, and buildings of any kind outside of the “Building Envelope Area” is expressly prohibited except that the construction of; landscaping and fences shall be allowed outside the building Envelope subject to the applicable provisions of the Town of Rico Land Use Code.

4. The applicant should consider whether they want to include a plat note limiting the Lots 1- 6 to single family residence or maybe accessory dwelling units.

Staff Comment: Staff does not see that the applicant elected to address this issue.

5. A condition that the dedicated public access for Forest Service Road referenced in plat note 3 be revised to reference the Forest Service Road number and that you submit an easement agreement with your final plat submittal and it is referenced as being recorded in plat note 3.

- Final Plat Submission:

ATTORNEY GENERAL NOTICE TO CLIENTS:

3. Twenty-foot easement dedicated to the Town of Rico for public use for ingress and egress from United States Forest Service lands, recorded under reception no. _____.

Staff Comment: Recommendations from the Planner:

- ❖ The plat note articulation of public access should state specifically to FS 422 and the Planner does not support the applicant’s proposal of the FS entering into a Forest Road Easement agreement. Finally, the note could contain that no restrictive barrier is allowed to be constructed blocking either motorized or unmotorized public access to FS Rd. 422. Plat note proposal:

“Engel Cabin/ Burnett Creek Forest Service Road: Owner hereby dedicates to the Town of Rico a thirty-foot (30’) wide non-exclusive easement for public recreational, vehicular, and utility access, and other road rights-of-way purposes along the current Dolores River Trails Subdivision proposed improved and historically existing Engel Cabin/ Burnett Creek Forest Service Road. Also known as FS road 422. Access across the Dolores River Trails Subdivision shall extend fifteen feet (15’) on either side of the established centerline of the road. Owner reserves the right to relocate the Engel Cabin/ Burnett Creek Road subject to United States Forest Service approval and Town of Rico Road building application process along with any other applicable laws.”

6. A new plat note dedicating a 20' wide non-exclusive public trail easement and also an easement agreement that will allow non-motorized public access and motorized emergency access and Town public works access.

- Final Plat Submission:

5. Twenty-foot easement dedicated to the Town of Rico for public use for pedestrian, bicycle, and other non-motorized travel (excepting emergency vehicles); utilities; emergency access; and trail maintenance, recorded under reception no. _____.

Staff Comment: it appears this note was designed to potentially take care of condition 6.

7. Condition that you meet the requirements of the Town Engineer's letter dated November 7th, 2022.

Staff Comment: supplemental material from Manager and contract staff on this Condition.

8. Condition that the turnaround portion of the access area be noted on the plat not just in the construction drawings.

Staff Comment: supplemental material from Manager and contract staff on this Condition.

9. That you show all of the drainage easement areas on the plat as well.

Staff Comment: supplemental material from Manager and contract staff on this Condition.

10. Change the reference on tract F from "open space" to "Land Dedication Area".

- Final Plat Submission:



7. Total area of property within this subdivision is 6.090 Acres.

Staff Comment: This Condition does not appear to have been met.

11. Another condition is that you obtain or provide written approval of the landowners that applicant will be transferring tracts A-E to and include a plat note stating that no building is allowed, no improvements are allowed other than access and landscaping in the tracts A-E.

• Final Plat Submission:

PROPERTY ACCEPTANCE:

Tract A is to be joined with and become a part of Lots 18,19 and 20, Block 36, Town of Rico Colorado and is hereby accepted by Thomas Clark. Further development of Tract A will require vacation of the existing lot line between Tract A and Lots Lots 18,19 and 20, Block36 pursuant to the Rico Land Use Code, as amended

By: _____ Date: _____
Thomas Clark Owner
State of _____)
)ss.
County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
Witness my hand and official seal.

Notary Public My commission expires: _____

Tract B is to be joined with and become a part of Lots 15,16 and 17, Block 36, Town of Rico Colorado and is hereby accepted by Larry Carver and Jill Carver Further development of Tract B will require vacation of the existing lot line between Tract B and Lots Lots 15,16 and 17, Block 36 pursuant to the Rico Land Use Code, as amended.

By: _____ Date: _____
Larry carver Owner
State of _____)
)ss.
County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
Witness my hand and official seal.

Notary Public My commission expires: _____

By: _____ Date: _____
Jill Carver Owner
State of _____)
)ss.
County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
Witness my hand and official seal.

Staff Comment: This Condition does have the landowners. The written approval of the transfer is not in the application material, there also is no language concerning restriction on building or improvements other than landscaping for tracts A-F as stated in the Condition, so in that sense the Condition does not appear to have been met.

12. That the plat show calculation for the total size of the 10% land dedication area.

• Final Plat Submission:

6. The Twenty-foot easement dedicated to the Town of Rico, recorded under reception no. _____ and Tract F comprise 11.5% of the total land proposed for development and are dedicated to the Town of Rico for public purposes pursuant to the Rico Land Use Code section 556.

Staff Comment: This Condition appears to have been met.

13. The condition of dedication of the road currently maintained by the Town to the Town to widen the travel way to 24' or if you want it to stay private what that option would look like.

Staff Comment: supplemental material from Manager and contract staff on this Condition.

14. Condition on approval of a wetlands disturbance permit for that portion of the access that's in the wetlands buffer area and condition that you identify sufficient snow storage areas on you plat.

- Final Plat Submission:

4. Forty-foot easement for ingress, egress, utilities, maintenance, drainage and snow storage dedicated to the owners of Lots 2, 3, 4, 5, and 6, Rebecca Adams, Gordon Mortensen, Sheryl H. Merritt Living Trust dated October 7, 2011, the Town of Rico, and their successors and assigns, subject to the Road Maintenance Agreement recorded under reception no. _____

Staff Comment: supplemental material from Manager and contract staff on this Condition.

Other items of note

- There is some valuable dialogue and comment captured in the Town Board Trustee minutes of the November 16th meeting that may be helpful for the Planning Commission to review prior to the Final Plat public hearing.
- Legal confirmed that dedication of the easement as part of the land dedication requirement for the application is sufficient and articulated as appropriate.
- The applicant is proposing a maintenance agreement for the road. The manager and Legal has indicated that if maintenance does not occur the town may have the ability to put a lien on the properties to ensure maintenance occurs if even by town staff.



Memorandum

To: Chauncey McCarthy, Town Manager, Town of Rico, Colorado
 From: Gregory E. Anderson, PE
 Date: 03-30-23
 Re: Dolores River Subdivision Infrastructure Improvement Plans, Rico, Colorado
 (DOS #2)

A. REVIEW REQUEST

Alpine Land Consulting (ALC) was requested to review, on behalf of The Town of Rico, The Dolores River Subdivision Infrastructure Plans. This review is based on the requirements of The Town of Rico Land Use Code, Adopted by Ordinance No. 1999-7 on August 31st, 1999, Latest Revision: Amendments Adopted by Ordinance No. 2011-03 on June 15th, 2011 (LUC).

B. PROVIDED DOCUMENTS FOR REVIEW

The following documents were presented to ALC for review for a review by The Town of Rico on 01-31-23:

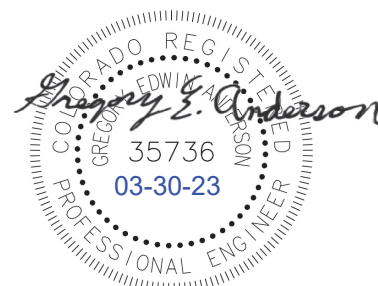
1. Comments – Response Letter 3 – Town Engineer, Dolores River Trail, prepared by Mountain Civil Consulting, LLC, dated 3-7-23, 2 sheet in 1 pdf.
2. Dolores River Subdivision Infrastructure Improvement Plans, Final Plat Submittal 3/7/23, prepared by Mountain Civil Consulting, dated 3/29/23, all sheets sealed by Andrew B. Rapiejko, PE, seal date 3/29/23, 10 sheets in 1 pdf
3. Final Plat for Dolores River Subdivision, Prepared by All Points Land Survey, L.L.C., dated 1/19/2023. 2 sheets in 2 pdf.

C. COMMENTS

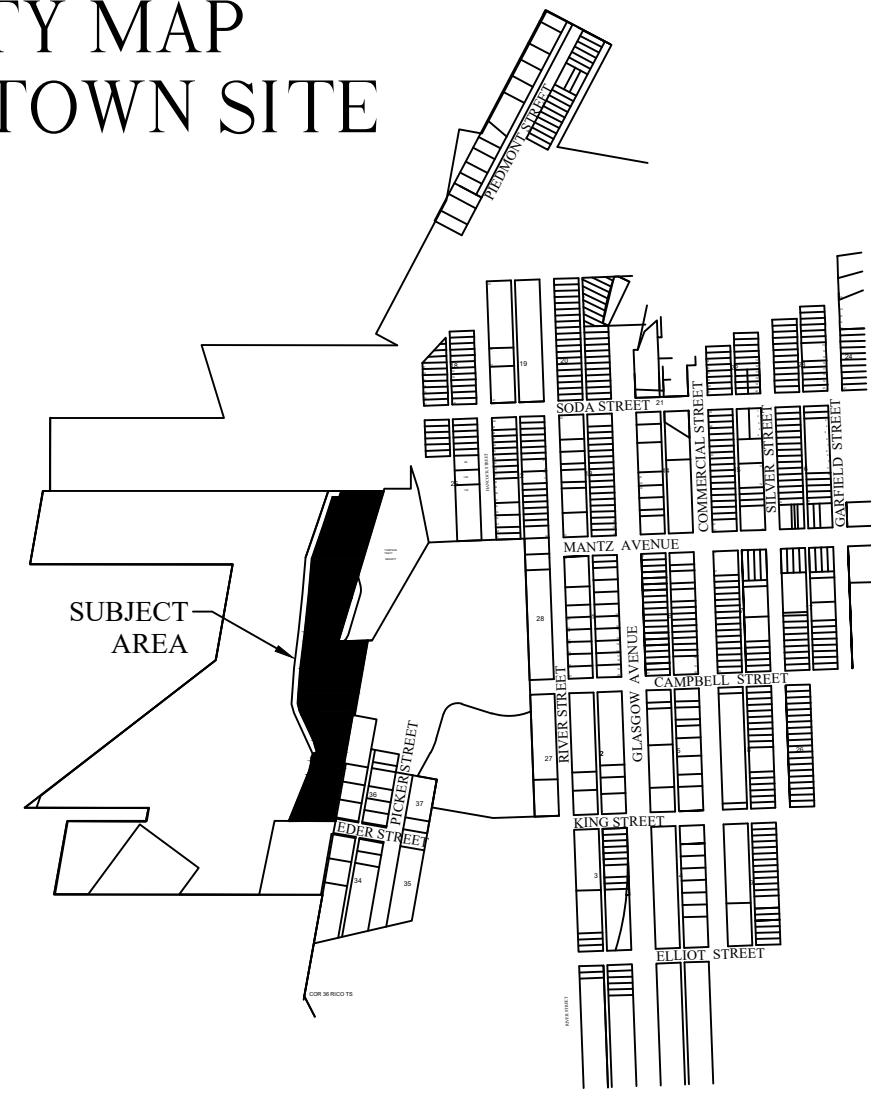
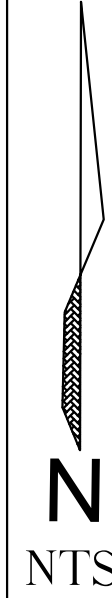
ALC has reviewed the resubmitted civil construction plans and the submitted plat. The Plat only reviewed as it pertains to note 7 on the cover sheet regarding general easement. All comments from the 02-16-23 review memorandum have been answered and ALC has no further comments. We suggest approval of the civil construction plans dated 3-29-23, which should be included with the Subdivision Improvements Agreement between the Town of Rico and the developer.

If you have any questions, please contact our office at 970-708-0326 or email me at gregg@alpinelandconsulting.com. This review memorandum was prepared by me on behalf of Alpine Land Consulting, LLC for Town of Rico includes review of engineering aspects of the document as listed above only. No planning or engineering design is included with this review.

Respectfully,
 Gregory E. Anderson
 Colorado Professional Engineer
 Registration Number 35736



VICINITY MAP RICO TOWN SITE



OWNERS CERTIFICATE :

KNOW ALL PERSONS BY THESE PRESENTS That *Rebecca Adams and Gordon Mortensen* being the sole owner of the following described land: Hillside Lode and Hillside No 2 Patented Mining Claim 23559, Mineral Survey No. 7994, in the Rico Mining District AKA the Pioneer Mining District; LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in Book 399 at page 140; and Home Lode Patented Mining Claim 25545, Mineral Survey No. 8031, in the Rico Mining District AKA the Pioneer Mining District; LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in Book 399 at page 140; and LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in Book 399 at page 138; and LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in Book 399 at page 136; and LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in Book 399 at page 134; and Sam Patch Patented Mining Claim 25545, Mineral Survey No. 8031, in the Rico Mining District AKA the Pioneer Mining District; LESS AND EXCEPT Lots 1, 2 and 3, Sam Patch Subdivision, according to the final plat thereof recorded in the office of the Clerk and Recorder, January 3, 2005 at Reception No. 148253 is Plat Book 2 at page 144; and Yanky Boy Patented Mining Claim 21107, Mineral Survey No. 6969, in the Rico Mining District AKA the Pioneer Mining District; all in the County of Dolores, State of Colorado.

Located in NE 1/4 Section 35, 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 DOLORES RIVER SUBDIVISION LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, T40N, R11W, N.M.P.M., TOWN OF RICO, DOLORES COUNTY, COLORADO.

Owner:

By: _____ Date: _____
 Rebecca Adams Owner
 State of _____)
)ss.
 County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
 Witness my hand and official seal.

 My commission expires: _____
 Notary Public

TITLE CERTIFICATE

_____ 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., 2023.

 Authorized Representative

APPROVAL BY THE TOWN OF RICO, COLORADO:

This Plat titled DOLORES RIVER SUBDIVISION LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, T40N, R11W, N.M.P.M., TOWN OF RICO, DOLORES COUNTY, COLORADO., is authorized and approved for filing

this ____ day of _____, 2023

By: _____
 Mayor, Nicole Pieterse

Attest: _____
 Town Clerk, Anna Wolf

APPROVAL BY THE PLANNING AND ZONING COMMISSION TOWN OF RICO, COLORADO:

The Planning and Zoning Commission of Rico, Colorado did hereby authorize and approve this This Plat titled DOLORES RIVER SUBDIVISION LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, T40N, R11W, N.M.P.M., TOWN OF RICO, DOLORES COUNTY, COLORADO. at the meeting held on

this ____ day of _____, 2023

By: _____
 Chair Person, _____

TREASURERS CERTIFICATE:

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 _____, 2023

 Janle Stiasny
 Dolores County Treasurer

PROPERTY ACCEPTANCE:

Tract A is to be joined with and become a part of Lots 18,19 and 20, Block 36, Town of Rico Colorado and is hereby accepted by Thomas Clark. Further development of Tract A will require vacation of the existing lot line between Tract A and Lots 18,19 and 20, Block 36 pursuant to the Rico Land Use Code, as amended

By: _____ Date: _____
 Thomas Clark Owner
 State of _____)
)ss.
 County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
 Witness my hand and official seal.

 My commission expires: _____
 Notary Public

Tract B is to be joined with and become a part of Lots 15,16 and 17, Block 36, Town of Rico Colorado and is hereby accepted by Larry Carver and Jill Carver Further development of Tract B will require vacation of the existing lot line between Tract B and Lots 15,16 and 17, Block 36 pursuant to the Rico Land Use Code, as amended.

By: _____ Date: _____
 Larry carver Owner
 State of _____)
)ss.
 County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
 Witness my hand and official seal.

 My commission expires: _____
 Notary Public

By: _____ Date: _____
 Jill Carver Owner
 State of _____)
)ss.
 County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
 Witness my hand and official seal.

 My commission expires: _____
 Notary Public

Tract C is to be joined with and become a part of Lots 12,13 and 14, Block 36, Town of Rico Colorado and is hereby accepted by Larry Carver and Jill Carver Further development of Tract C will require vacation of the existing lot line between Tract C and Lots 12,13 and 14, Block 36 pursuant to the Rico Land Use Code, as amended.

By: _____ Date: _____
 Larry carver Owner
 State of _____)
)ss.
 County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
 Witness my hand and official seal.

 My commission expires: _____
 Notary Public

Tract D is to be joined with and become a part of Lots 5,6, 7, 8, 9, 10 and 11, Block 36, Town of Rico Colorado and is hereby accepted by Skip Zeller Further development of Tract D will require vacation of the existing lot line between Tract D and Lots 5,6, 7, 8, 9, 10 and 11, Block 36 pursuant to the Rico Land Use Code, as amended.

By: _____ Date: _____
 Skip Zeller Owner
 State of _____)
)ss.
 County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
 Witness my hand and official seal.

 My commission expires: _____
 Notary Public

PROPERTY ACCEPTANCE:

By: _____ Date: _____
 Sheryl H. Merritt Living Trust Representative
 State of _____)
)ss.
 County of _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
 Witness my hand and official seal.

 My commission expires: _____

As to approval of the Private Road Easement and Maintenance Agreement, see Plat Note 4.

SURVEYOR'S CERTIFICATE :

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 Dolores River Subdivision, 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., 2023.

 Thomas A. Clark PLS 38014

SURVEYORS NOTES:

- Easement research and property description provided by ALPINE TITLE - TELLURIDE, File Number 2930CEA effective on February 12, 2021, 8:00 am
- 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.
- Lineal units represented on this map are in U.S. Survey Feet or a decimal portion thereof.
- This survey is valid only if a printed or electronic copy has a seal and signature of the surveyor noted within the statement above.
- 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 deficit in this survey be commenced more than ten years from the date of the certification shown hereon.
- Approval of this plan may create a vested right pursuant to Article 68 of Title 24 C.R.S. as amended.
- Total area of property within this subdivision is 6.090 Acres.
- 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.

PLAT NOTES:

- Maximum Floor Area. The properties depicted on the plat are classified as Residential Planned Unit Development as defined in the Town of Rico Official Zoning Map. Residential structure(s) shall be limited to a total maximum floor area of 4,500 square feet as defined in the Rico Land Use Code. This maximum floor area limitation shall be a restrictive covenant that shall run with and burden the land for the benefit of the owners of Lots 1, 2, 3, 4, 5, and 6, Dolores River Subdivision and for the benefit of the Town of Rico.
- Development of lots in the subdivision may require an Environmental Development Permit pursuant to section 804 of the Rico Land Use Code, as it may be amended from time to time.
- Twenty-foot easement dedicated to the Town of Rico for public use for ingress and egress from United States Forest Service lands, recorded under reception no. _____.
- Forty-foot easement for ingress, egress, utilities, maintenance, drainage and snow storage dedicated to the owners of Lots 2, 3, 4, 5, and 6, Rebecca Adams, Gordon Mortensen, Sheryl H. Merritt Living Trust dated October 7, 2011, the Town of Rico, and their successors and assigns, subject to the Road Maintenance Agreement recorded under reception no. _____.
- Twenty-foot easement dedicated to the Town of Rico for public use for pedestrian, bicycle, and other non-motorized travel (excepting emergency vehicles); utilities; emergency access; and trail maintenance, recorded under reception no. _____.
- The Twenty-foot easement dedicated to the Town of Rico, recorded under reception no. _____ and Tract F comprise 11.5% of the total land proposed for development and are dedicated to the Town of Rico for public purposes pursuant to the Rico Land Use Code section 556.
- GENERAL EASEMENT. An easement inuring to the Town of Rico, its successors, designees and assigns, is hereby established and reserved on, over across and under the portion of those areas denoted as GENERAL EASEMENT for the purpose of constructing, operating, maintaining, and repairing any and all improvements required for the safe and efficient operation of The Town of Rico, which shall include but are not limited to the following water service, natural gas service, propane service, electrical service, telephone service, sanitary sewer service, communication service, road construction, retaining walls, roadway and driveway cut and fill areas, snow storage, storm sewer, grading, removal of vegetation and removal or addition of soils materials.
- Following its initial purchase from Owners, each subsequent conveyance of each Lot in the subdivision shall be subject to the current Real Estate Transfer Tax at the time of the sale.
- Set backs shown on lots are per Rico Land Use Code Article 2 Section 222.

EASEMENTS ACCEPTED AND APPROVED BY :

Town of Rico Public Works _____ Rico Telephone _____
 San Miguel Power _____

RECORDERS CERTIFICATE:

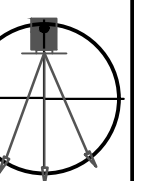
This Plat was filed for record in office of the Dolores County Clerk and Recorder on this ____ day of _____, 2023, at Plat Book Number _____, Page Number _____, Reception Number _____, Time _____.

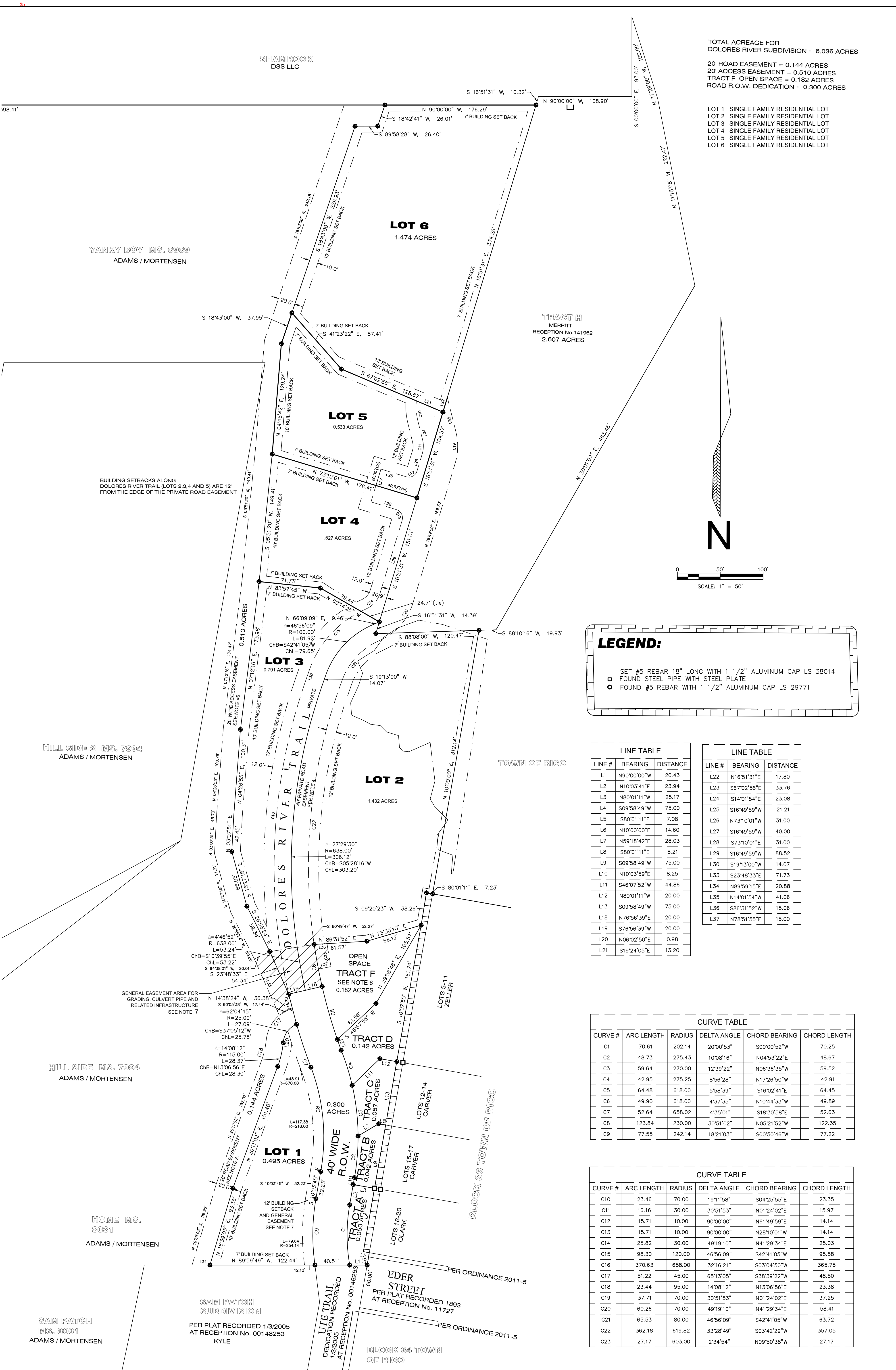
 Dolores County Clerk

FINAL PLAT OF DOLORES RIVER SUBDIVISION LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, T40N, R11W, N.M.P.M., TOWN OF RICO, DOLORES COUNTY, COLORADO.

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

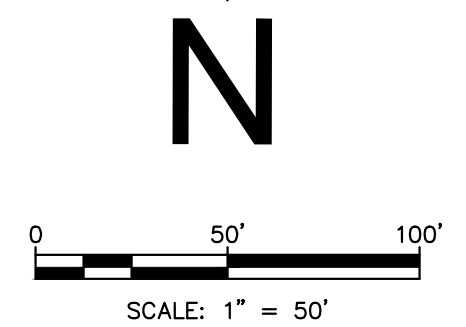
DATE: 1/19/2023			
DRAWN BY	TC	JOB#	21013
CHECKED BY	JCC		
		SHEET	1-OF-2





TOTAL ACREAGE FOR DOLORES RIVER SUBDIVISION = 6.036 ACRES
 20' ROAD EASEMENT = 0.144 ACRES
 20' ACCESS EASEMENT = 0.510 ACRES
 TRACT F OPEN SPACE = 0.182 ACRES
 ROAD R.O.W. DEDICATION = 0.300 ACRES

LOT 1 SINGLE FAMILY RESIDENTIAL LOT
 LOT 2 SINGLE FAMILY RESIDENTIAL LOT
 LOT 3 SINGLE FAMILY RESIDENTIAL LOT
 LOT 4 SINGLE FAMILY RESIDENTIAL LOT
 LOT 5 SINGLE FAMILY RESIDENTIAL LOT
 LOT 6 SINGLE FAMILY RESIDENTIAL LOT



LEGEND:

- SET #5 REBAR 18" LONG WITH 1 1/2" ALUMINUM CAP LS 38014
- ▣ FOUND STEEL PIPE WITH STEEL PLATE
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 29771

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N90°00'00"W	20.43
L2	N10°03'41"E	23.94
L3	N80°01'11"W	25.17
L4	S09°58'49"W	75.00
L5	S80°01'11"E	7.08
L6	N10°00'00"E	14.60
L7	N59°18'42"E	28.03
L8	S80°01'11"E	8.21
L9	S09°58'49"W	75.00
L10	N10°03'59"E	8.25
L11	S46°07'52"W	44.86
L12	N80°01'11"W	20.00
L13	S09°58'49"W	75.00
L18	N76°56'39"E	20.00
L19	S76°56'39"W	20.00
L20	N06°02'50"E	0.98
L21	S19°24'05"E	13.20

LINE TABLE

LINE #	BEARING	DISTANCE
L22	N16°51'31"E	17.80
L23	S67°02'56"E	33.76
L24	S14°01'54"E	23.08
L25	S16°49'59"W	21.21
L26	N73°10'01"W	31.00
L27	S16°49'59"W	40.00
L28	S73°10'01"E	31.00
L29	S16°49'59"W	88.52
L30	S19°13'00"W	14.07
L33	S23°48'33"E	71.73
L34	N89°59'15"E	20.88
L35	N14°01'54"W	41.06
L36	S86°31'52"W	15.06
L37	N78°51'55"E	15.00

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	70.61	202.14	20°00'53"	S00°00'52"W	70.25
C2	48.73	275.43	10°08'16"	N04°53'22"E	48.67
C3	59.64	270.00	12°39'22"	N06°36'35"W	59.52
C4	42.95	275.25	8°56'28"	N17°26'50"W	42.91
C5	64.48	618.00	5°58'39"	S16°02'41"E	64.45
C6	49.90	618.00	4°37'35"	N10°44'33"W	49.89
C7	52.64	658.02	4°35'01"	S18°30'58"E	52.63
C8	123.84	230.00	30°51'02"	N05°21'52"W	122.35
C9	77.55	242.14	18°21'03"	S00°50'46"W	77.22

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C10	23.46	70.00	19°11'58"	S04°25'55"E	23.35
C11	16.16	30.00	30°51'53"	N01°24'02"E	15.97
C12	15.71	10.00	90°00'00"	N61°49'59"E	14.14
C13	15.71	10.00	90°00'00"	N28°10'01"W	14.14
C14	25.82	30.00	49°19'10"	N41°29'34"E	25.03
C15	98.30	120.00	46°56'09"	S42°41'05"W	95.58
C16	370.63	658.02	32°16'21"	S03°04'50"W	365.75
C17	51.22	45.00	65°13'05"	S38°39'22"W	48.50
C18	23.44	95.00	14°08'12"	N13°06'56"E	23.38
C19	37.71	70.00	30°51'53"	N01°24'02"E	37.25
C20	60.26	70.00	49°19'10"	N41°29'34"E	58.41
C21	65.53	80.00	46°56'09"	S42°41'05"W	63.72
C22	362.18	619.82	33°28'49"	S03°42'29"W	357.05
C23	27.17	603.00	2°34'54"	N09°50'38"W	27.17

BENCHMARK:

1. SITE BENCHMARK AND ELEVATION DATUM 312 ELDER MONUMENT PER TOPOGRAPHIC SURVEY PROVIDED BY ALL POINTS LAND SURVEYING 970-708-7694.
BENCHMARK: 312 ELDER
EL: 8726.57
N: 18864.34
E: 18797.62
2. CONTACT SURVEYOR TO ESTABLISH BENCHMARK AND CONSTRUCTION CONTROL AS REQUIRED

GENERAL NOTES:

1. THESE PLANS ARE FOR INFRASTRUCTURE IMPROVEMENTS ONLY.
2. EXISTING CONDITIONS SHOWN IN THESE PLANS IS FROM TOPOGRAPHIC SURVEY DATA PROVIDED BY ALL POINTS LAND SURVEYING SURVEYING.
3. ALL MATERIALS AND CONSTRUCTION SHALL BE COMPLETED PER TOWN OF RICO LAND USE CODE AND/OR STANDARDS AND REQUIREMENTS, MOST CURRENT VERSION. WHERE TOWN OF RICO STANDARDS AND REQUIREMENTS DO NOT COVER THE SCOPE OF WORK, CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SHALL APPLY.
4. THE CONTRACTOR SHALL HAVE ONE APPROVED AND SIGNED (TOWN AND ENGINEER) COPY OF THE PLANS ON THE JOB SITE AT ALL TIMES. CONTRACTOR SHALL ALSO HAVE THE JOB SPECIFICATIONS, AND CONSTRUCTION STANDARDS ON SITE.
5. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE PERMITS ON SITE.
6. AT LEAST TWO (2) FULL WORKING PRIOR TO CONSTRUCTION ACTIVITIES OF ANY KIND THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 OR 811 TO OBTAIN AN INQUIRE IDENTIFICATION NUMBER AND TO REQUEST THE UTILITY OWNERS TO MARK THE LOCATION OF ALL UNDERGROUND UTILITIES WHICH MAY BE IMPACTED BY CONSTRUCTION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES, INCLUDING UTILITIES NOT SHOWN ON THE CONSTRUCTION DRAWINGS. PRIOR TO ADJUSTING ANY UTILITIES THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE UTILITY OWNER.
8. IF THERE ARE EXISTING UTILITIES IN CONFLICT WITH THE PROPOSED IMPROVEMENTS THE CONTRACTOR SHALL STOP WORK AND NOTIFY THE OWNER, ENGINEER, AND UTILITY OWNER TO DETERMINE A SOLUTION FOR THE CONFLICT. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES FOUND AT THE SITE UNLESS OTHERWISE INDICATED IN THESE PLANS.
9. ALL TRENCHING CONSTRUCTION SHALL MEET OSHA STANDARDS AND REQUIREMENTS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING CONSTRUCTION ACTIVITIES STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES. CONTRACTOR SHALL OBTAIN ALL REQUIRED LOCAL AND STATE CONSTRUCTION ACTIVITIES STORMWATER MANAGEMENT PERMITS.
11. ALL ABANDONED ROADS SHALL BE RESTORED TO NATIVE GRADE AND REVEGETATED WITH NATIVE SEED.

GRADING AND EROSION CONTROL NOTES:

1. ALL FILL MUST BE COMPACTED TO 90% MODIFIED PROCTOR AT PLUS OR MINUS 2% OF THE OPTIMUM MOISTURE CONTENT.
2. EARTHWORK SHALL NOT BE COMPLETED WHEN THE GROUND IS FROZEN.
3. TOPSOIL SHALL BE STOCKPILED FOR USE ON FINAL LANDSCAPING. STOCKPILES SHALL BE PROTECTED FROM EROSION.
4. AT ALL TIMES THE CONSTRUCTION SHALL INCORPORATE TECHNIQUES TO LIMIT WIND-CAUSED EROSION INCLUDING BUT NOT LIMITED TO WATERING.
5. CONTRACTOR SHALL KEEP STREET CLEAN OF DEBRIS AT ALL TIMES. CONTRACTOR SHALL CLEAN STREET AND ADJACENT PROPERTIES AS REQUIRED.
6. CONTRACTOR SHALL ESTABLISH A CONSTRUCTION ENTRANCE AND STORAGE/STAGING AREA.
7. ALL CULVERT INLETS AND OUTLETS SHALL BE RECEIVE RIP RAP PROTECTION.
8. CONTRACTOR SHALL SALVAGE AND REUSE EXISTING ROAD BASE MATERIALS AS POSSIBLE.

WATER UTILITY NOTES:

1. ALL WATER UTILITY WORK, MATERIALS, AND CONSTRUCTION SHALL BE COMPLETED PER TOWN OF RICO WATER OPERATIONS RULES AND REGULATIONS, MOST CURRENT VERSION.

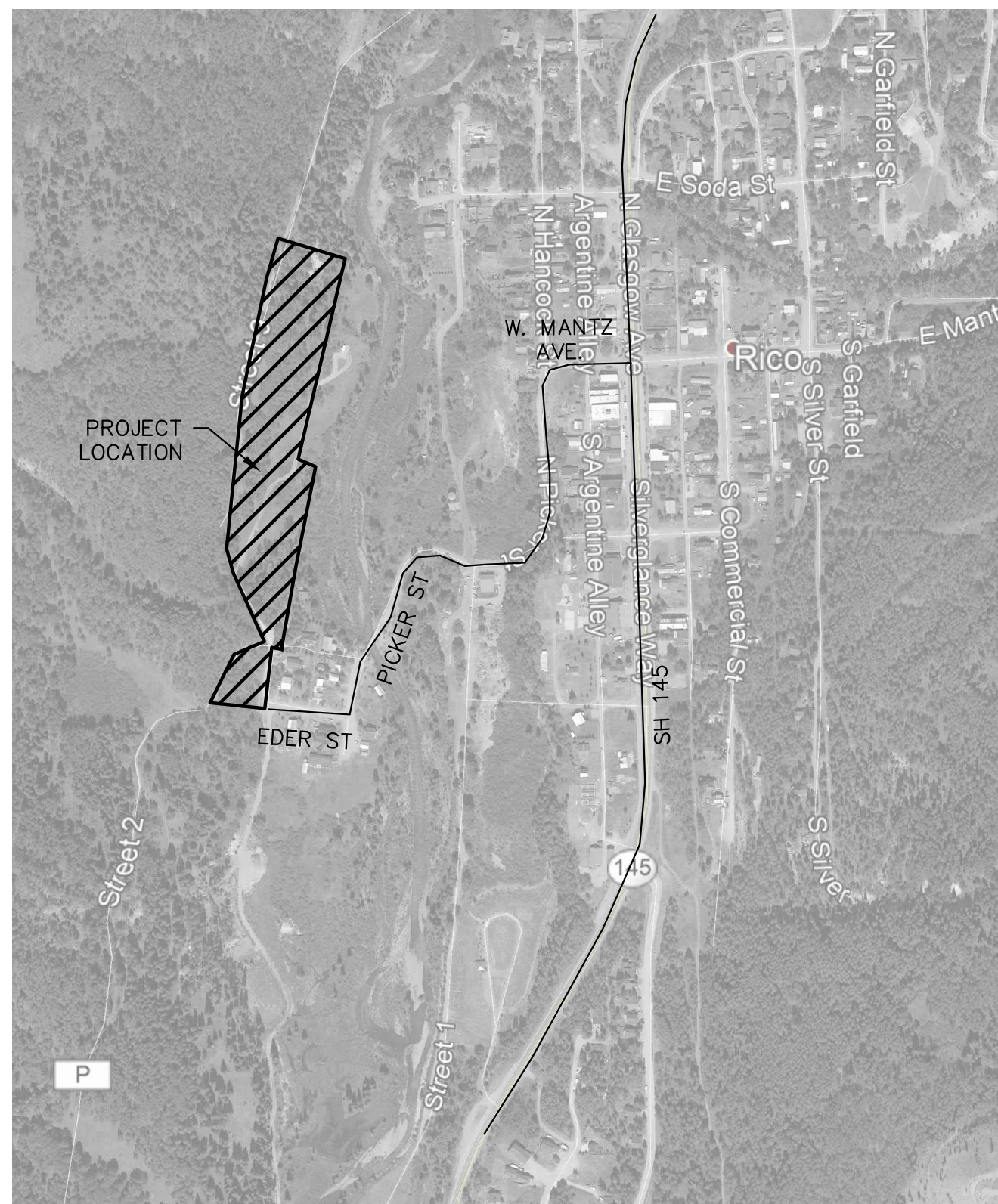
FRANCHISE UTILITY NOTES:

1. FRANCHISE (GAS, ELECTRIC, TELECOM, FIBER, ETC...) DESIGN IS BY THE UTILITY PROVIDER. DEVELOPED SHALL PROVIDE CONTRACTOR FRANCHISE UTILITY DESIGN AND CONSTRUCTION IMPROVEMENT INFORMATION AND PERMITTING.
2. CONTRACTOR SHALL BE COMPLETE ALL WORK PER FRANCHISE UTILITY PROVIDER REQUIREMENTS.

DOLORES RIVER TRAIL SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS

FINAL PLAT SUBMITTAL FOR CONSTRUCTION

3/29/23



LOCATION MAP:
1"=300'

VARIANCE REQUESTS:

1. LUC 272 – PROPOSED OFF-STREET PARKING PLAN
1.1 INDIVIDUAL LOT OWNERS WILL BE REQUIRED TO PROVIDE OFF-STREET PARKING WITH SITE PLAN AND BUILDING PERMIT SUBMITTAL.
2. LUC 478.2 – ROW WIDTH
2.1. THE ROW WIDTH FOR THE DOLORES RIVER TRAIL ROAD AND WATER LINE EXTENSION IS PROPOSED AS A 40 FOOT WIDTH. TOWN OF RICO STANDARD ROW WIDTH IS 60’.
3. LUC 478.4 – ROAD GRADE AT DRIVEWAY INTERSECTION
3.1 THE LOT 1 DRIVEWAY MAY INTERSECT A ROAD GRADE GREATER THAN 10%. THE TOWN STANDARD FOR DRIVEWAY AND ROAD INTERSECTION GRADE IS 8%. THE PROPOSED ROAD GRADE HAS BEEN DEVELOPED TO MATCH EXISTING CONDITIONS AS POSSIBLE AND NOT HEAVILY IMPACT THE EXISTING DRIVEWAYS ON THE EAST SIDE OF THE ROAD. THE EXISTING ROAD GRADE IS APPROXIMATELY 10% WHICH HAS BEEN MAINTAINED. THE INTERSECTION WITH EDER ST. WILL BE IMPROVED TO BE AN 8% GRADE 30’ FROM THE INTERSECTION TO MEET TOWN CODE. THE LOT 1 DRIVEWAY COULD BE LOCATED HERE DEPENDING ON LOT 1 DEVELOPMENT PLANS.
4. LUC 478.9 – CUL DU SACS
PER LUC SECTION 478.9.A. A HAMMER HEAD TURN AROUND IS AN ACCEPTABLE OPTION TO A TRADITIONAL CUL DU SAC. THE PROPOSED HAMMERHEAD PROVIDES 24’ WIDTHS AS REQUIRED WHILE UTILIZING ALTERNATIVE GEOMETRY MEETING THE REQUIREMENTS OF IFC APPENDIX D FIGURE D103.1 DEAD END FIRE APPARATUS ROAD TURNAROUND.

SHEET INDEX

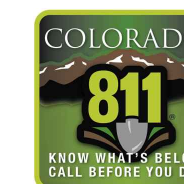
#	TITLE	NAME
1.	C000 – COVER SHEET	
2.	C100 – OVERALL SITE AND UTILITY PLAN	
3.	C101 – SLOPE AND CONSTRAINTS MAP	
4.	C200 – DRIVEWAY PLAN AND PROFILE	
5.	C201 – DRIVEWAY PLAN AND PROFILE	
6.	C300 – DRIVEWAY PLAN AND PROFILE	
7.	C400 – DETAILS	
8.	C401 – DETAILS	
9.	C402 – DETAILS	
10.	C403 – DETAILS	

TOWN OF RICO APPROVAL

PRINTED NAME _____

SIGNATURE _____

DATE _____



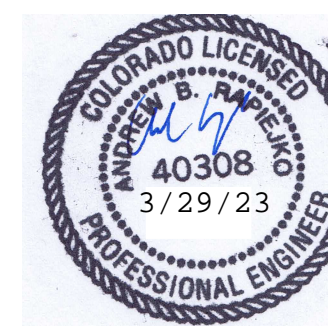
Revisions:
DATE DESCRIPTION

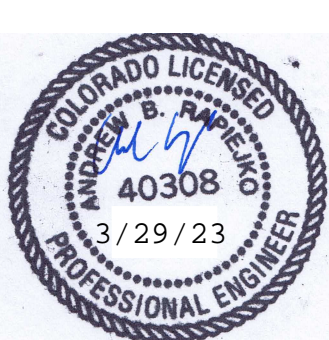
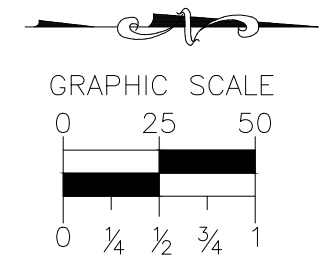
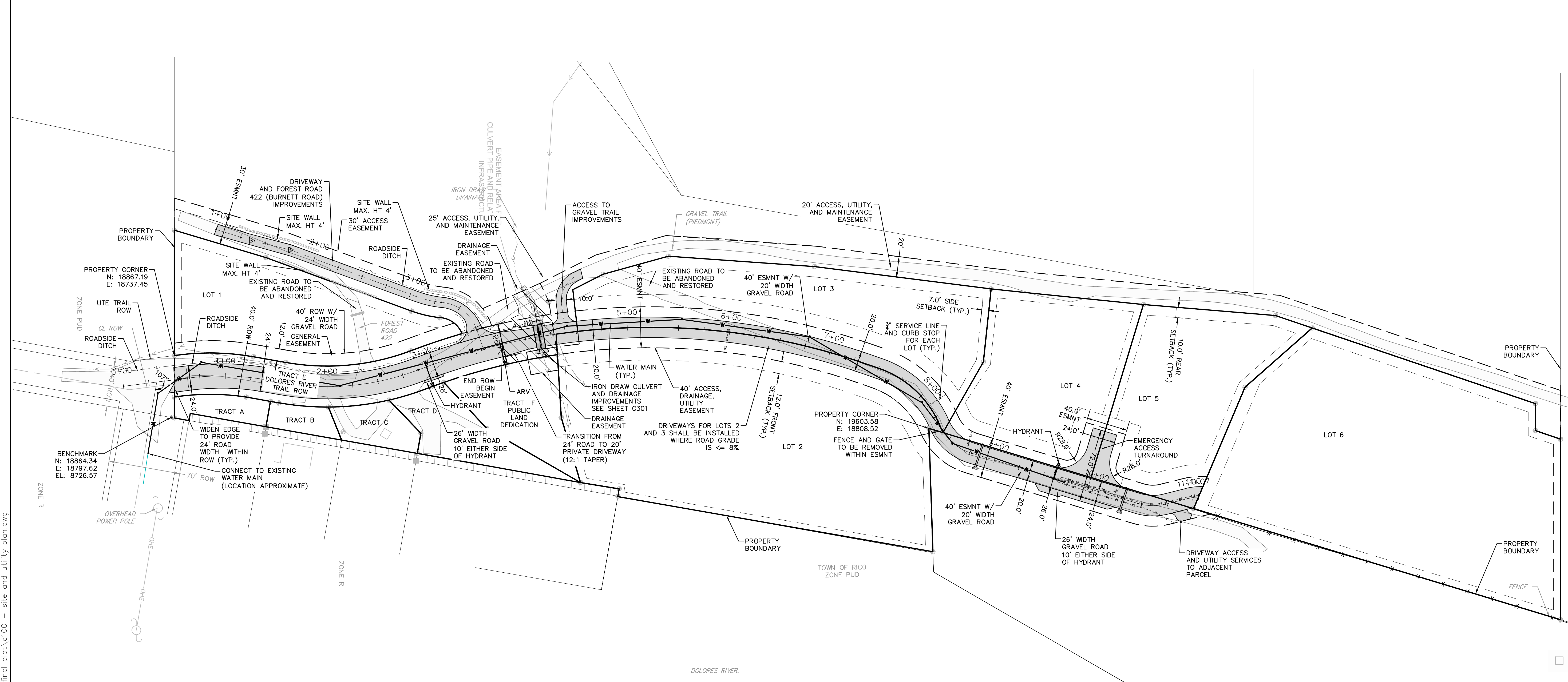
**DOLORES RIVER TRAIL SUBDIVISION
COVER SHEET AND NOTES
TOWN OF RICO, CO**



**PLAN NO.
C000**

Sheet 1 of 10
Project: 2021-002
Date: 3/29/23
Drawn By: ABR
Checked By:





Revisions:	DATE	DESCRIPTION
#		

**DOLORES RIVER TRAIL SUBDIVISION
SITE AND OVERALL UTILITY PLAN
TOWN OF RICO, CO**



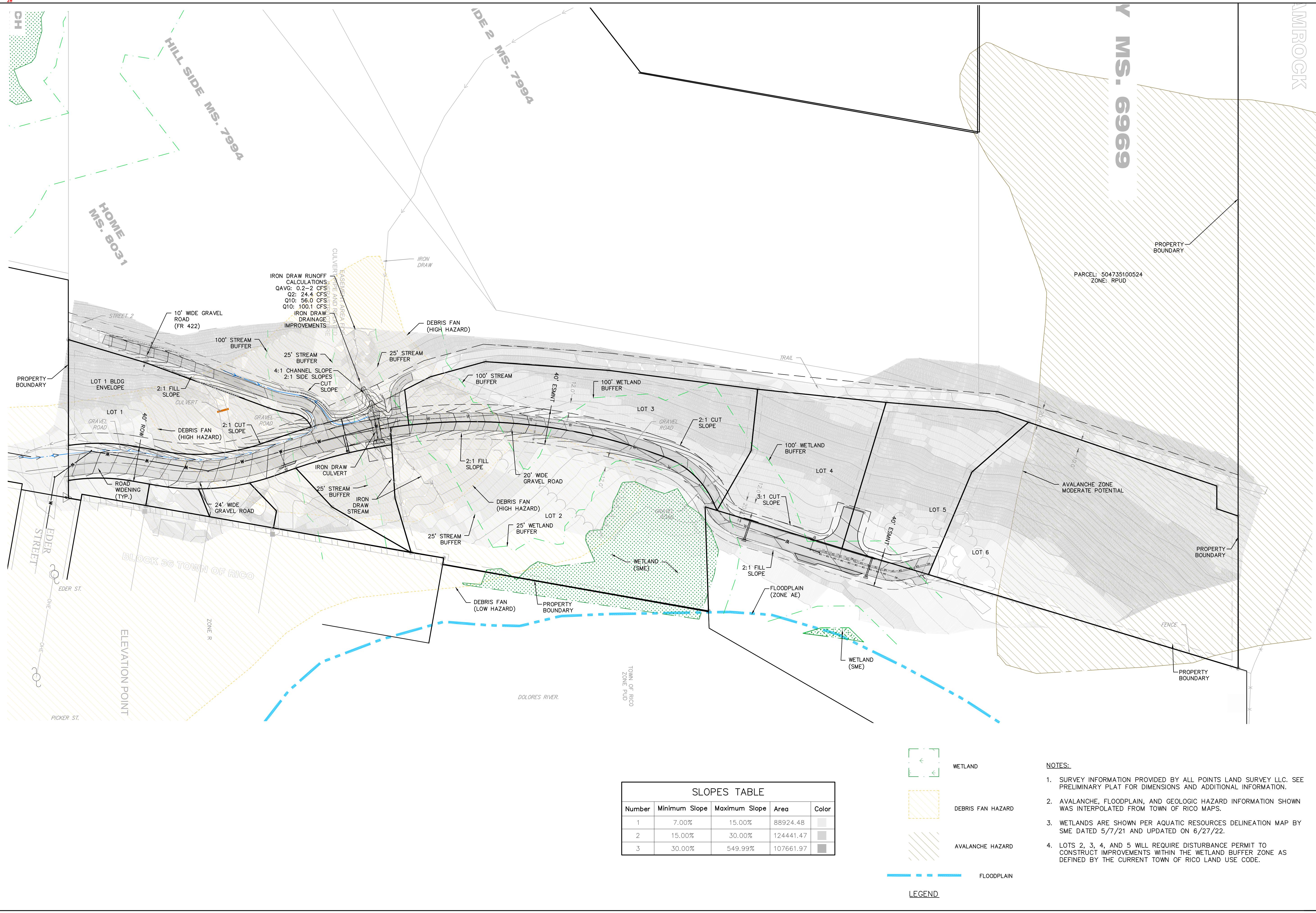
712 EAGLE PASS
DURANGO, CO 81301
970-946-3175

**PLAN NO.
C100**

Sheet 2 of 10
Project: 2021-002
Date: 3/29/23
Drawn By: ABR
Checked By: ABR

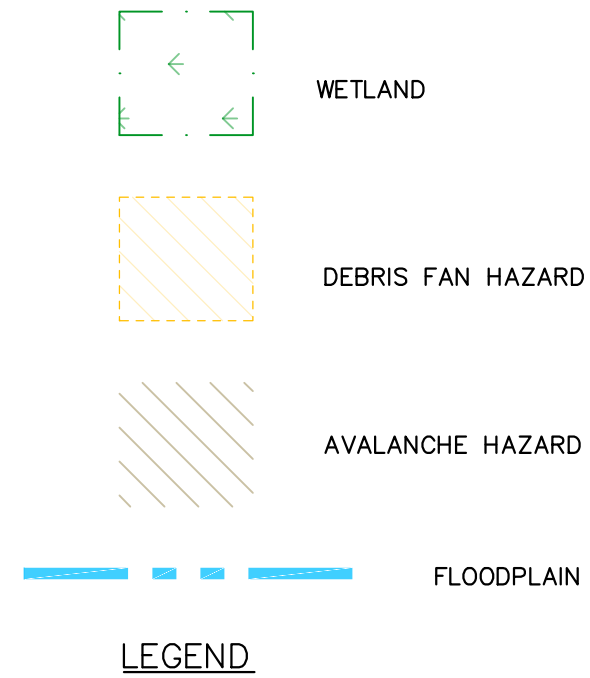
- NOTES:**
1. THE PARCEL IS ZONED RPUD. ALL IMPROVEMENTS SHALL MEET TOWN OF RICO LAND USE CODE.
 2. EXISTING CONDITION SURVEY INFORMATION PROVIDED BY ALL POINTS LAND SURVEY LLC. SEE PRELIMINARY PLAT FOR LOT DIMENSIONS AND ADDITIONAL INFORMATION.
 3. OFF STREET PARKING SHALL BE PROVIDED WITHIN EACH LOT.
 4. WATER MAIN SHALL BE EXTENDED TO PROVIDE SERVICE FROM THE TOWN OF RICO WATER SYSTEM. WATER SERVICE LINES FOR EACH LOT SHALL BE INSTALLED UP TO THE CURB STOP. WATER TAP FEE AND CONNECTION CHARGE SHALL BE PAID WITH BUILDING PERMIT SUBMITTAL.
 5. ONSITE WASTEWATER SYSTEM DESIGN AND CONSTRUCTION IS THE RESPONSIBILITY OF EACH LOT AND ONSITE WASTEWATER DESIGN APPROVAL SHALL BE COMPLETED AS REQUIRED BY TOWN OF RICO, DOLORES COUNTY HEALTH DEPT., AND THE STATE OF COLORADO.
 6. FRANCHISE UTILITY DESIGN AND INSTALLATION (ELECTRIC, GAS, TELECOM) SHALL BE PROVIDED BY UTILITY OWNER.
 7. LOTS WITHOUT DEFINED BUILDING ENVELOPE ARE DEVELOPABLE PER APPLICABLE TOWN REQUIREMENTS.
 8. SEE GRADING PLAN FOR DRAINAGE AND GRADING IMPROVEMENTS.
 9. SEE ROADWAY PLAN AND PROFILE SHEETS FOR HORIZONTAL ROAD GEOMETRY.
- SNOW STORAGE:**
1. WITHIN PROPOSED RIGHT OF WAY, SNOW STORAGE SHALL UTILIZE THE AREA OUTSIDE OF 24' ROAD WIDTH WITHIN 40' RIGHT OF WAY (8' ON EITHER SIDE OF ROAD).
 2. WITHIN PROPOSED ACCESS EASEMENT, SNOW STORAGE SHALL UTILIZE THE AREA OUTSIDE OF THE 20' ROAD WIDTH (10' ON EITHER SIDE OF ROAD).

g:\my drive\mountain civil\current projects\2021-002 dolores river subdivision\cad\plansheets\final\plat\c101 - slope and constraints map.dwg



IRON DRAW RUNOFF CALCULATIONS:
 QAVG: 0.2-2 CFS
 Q2: 24.4 CFS
 Q10: 56.0 CFS
 Q100: 100.1 CFS

SLOPES TABLE				
Number	Minimum Slope	Maximum Slope	Area	Color
1	7.00%	15.00%	88924.48	Light Gray
2	15.00%	30.00%	124441.47	Medium Gray
3	30.00%	549.99%	107661.97	Dark Gray



- NOTES:**
- SURVEY INFORMATION PROVIDED BY ALL POINTS LAND SURVEY LLC. SEE PRELIMINARY PLAT FOR DIMENSIONS AND ADDITIONAL INFORMATION.
 - AVALANCHE, FLOODPLAIN, AND GEOLOGIC HAZARD INFORMATION SHOWN WAS INTERPOLATED FROM TOWN OF RICO MAPS.
 - WETLANDS ARE SHOWN PER AQUATIC RESOURCES DELINEATION MAP BY SME DATED 5/7/21 AND UPDATED ON 6/27/22.
 - LOTS 2, 3, 4, AND 5 WILL REQUIRE DISTURBANCE PERMIT TO CONSTRUCT IMPROVEMENTS WITHIN THE WETLAND BUFFER ZONE AS DEFINED BY THE CURRENT TOWN OF RICO LAND USE CODE.

GRAPHIC SCALE
 0 25 50
 0 1/4 1/2 3/4 1

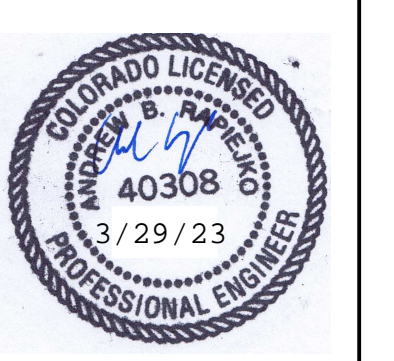
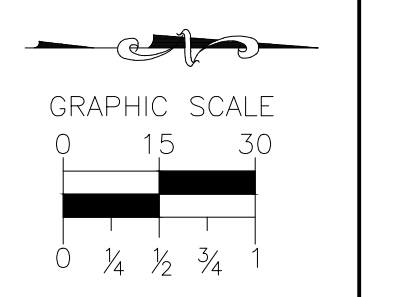
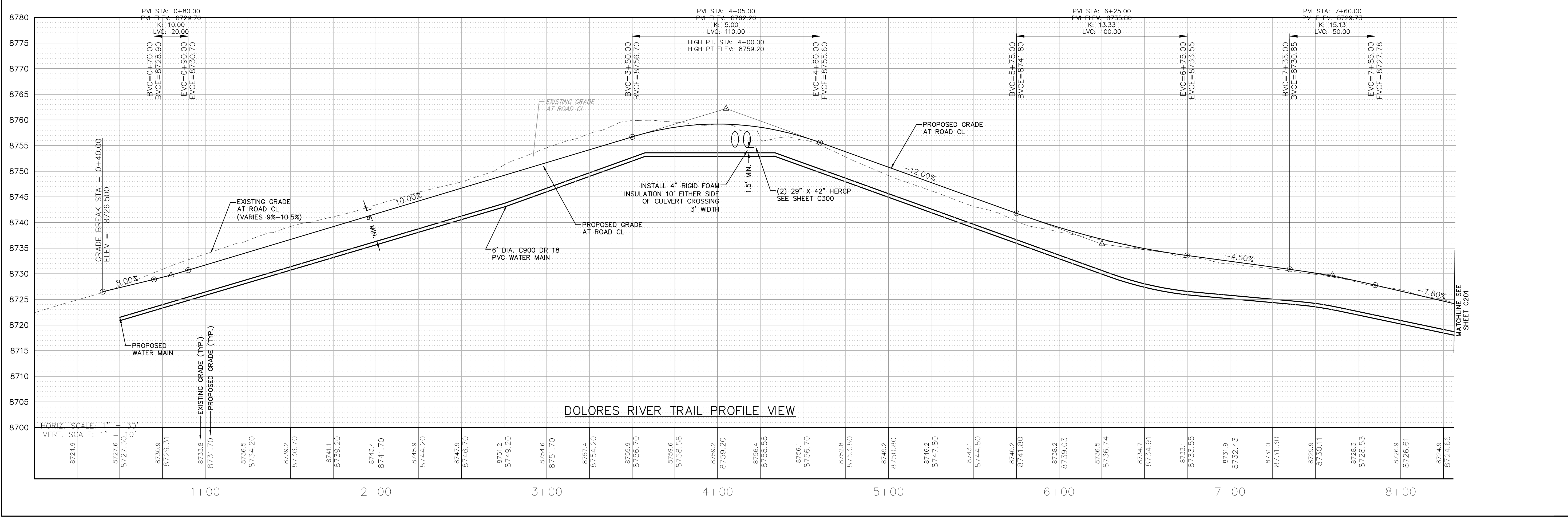
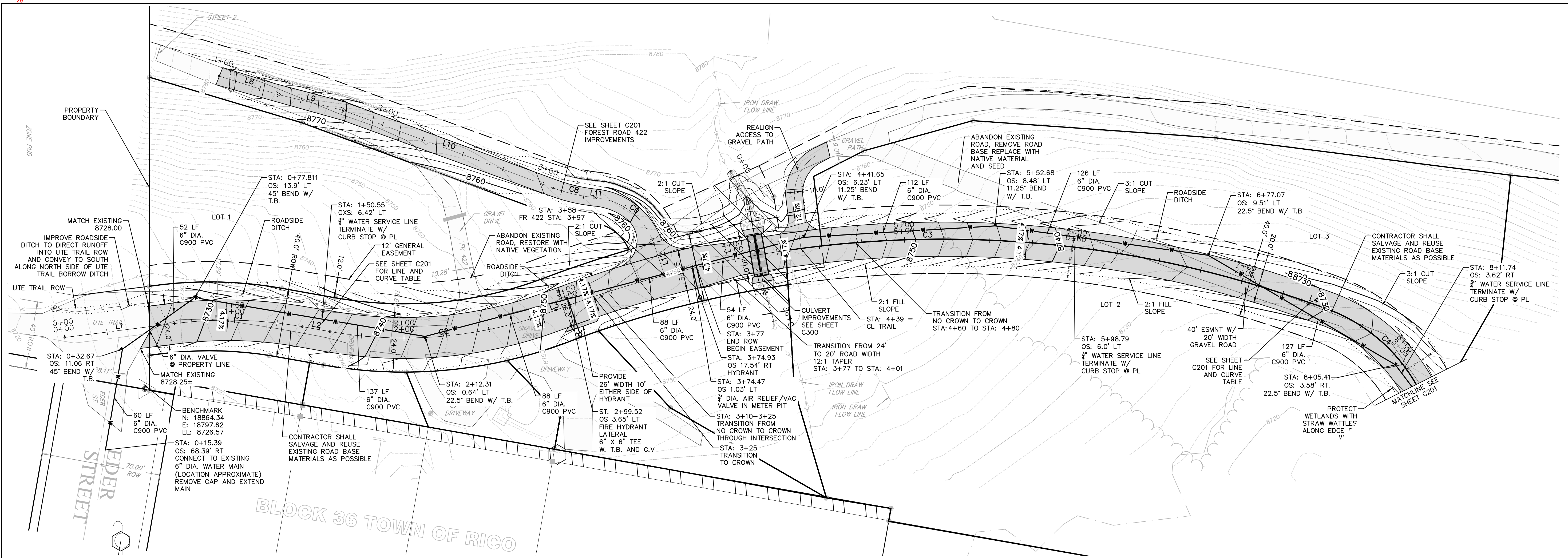
REVISIONS:	DESCRIPTION
#	
DATE	

**DOLORES RIVER TRAIL SUBDIVISION
 SLOPE AND CONSTRAINTS MAP
 RICO, CO**

MOUNTAIN CIVIL CONSULTING
 712 EAGLE PASS
 DURANGO, CO 81301
 970-946-3175

PLAN NO. C101

Sheet 3 of 10
 Project: 2021-002
 Date: 3/29/23
 Drawn By: ABR
 Checked By: ABR



Revisions:	#	DATE	DESCRIPTION

**DOLORES RIVER TRAIL SUBDIVISION
ACCESS AND UTILITY
PLAN AND PROFILE
TOWN OF RICO, CO**



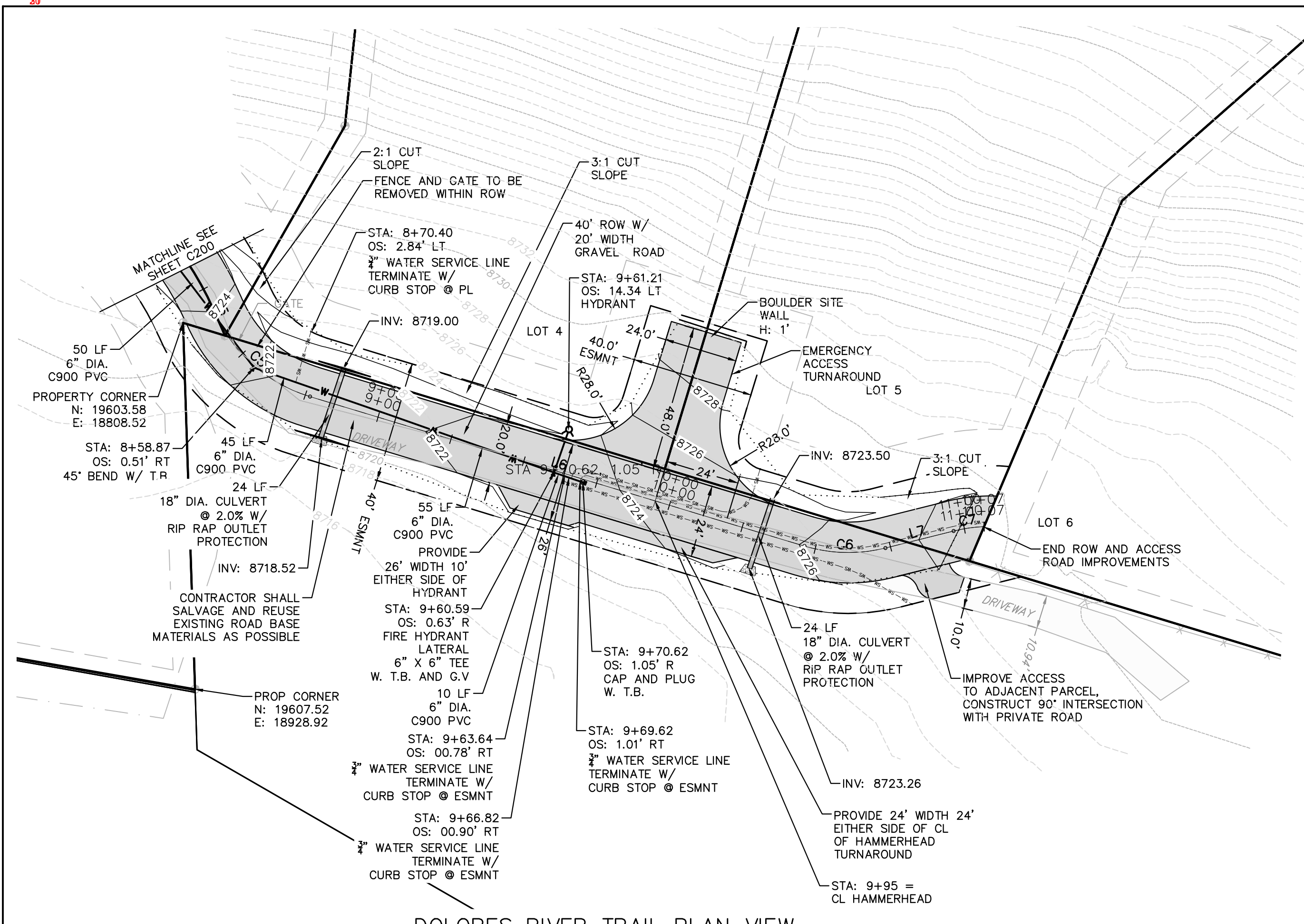
712 EAGLE PASS
DURANGO, CO 81301
970-946-3175

**PLAN NO.
C200**

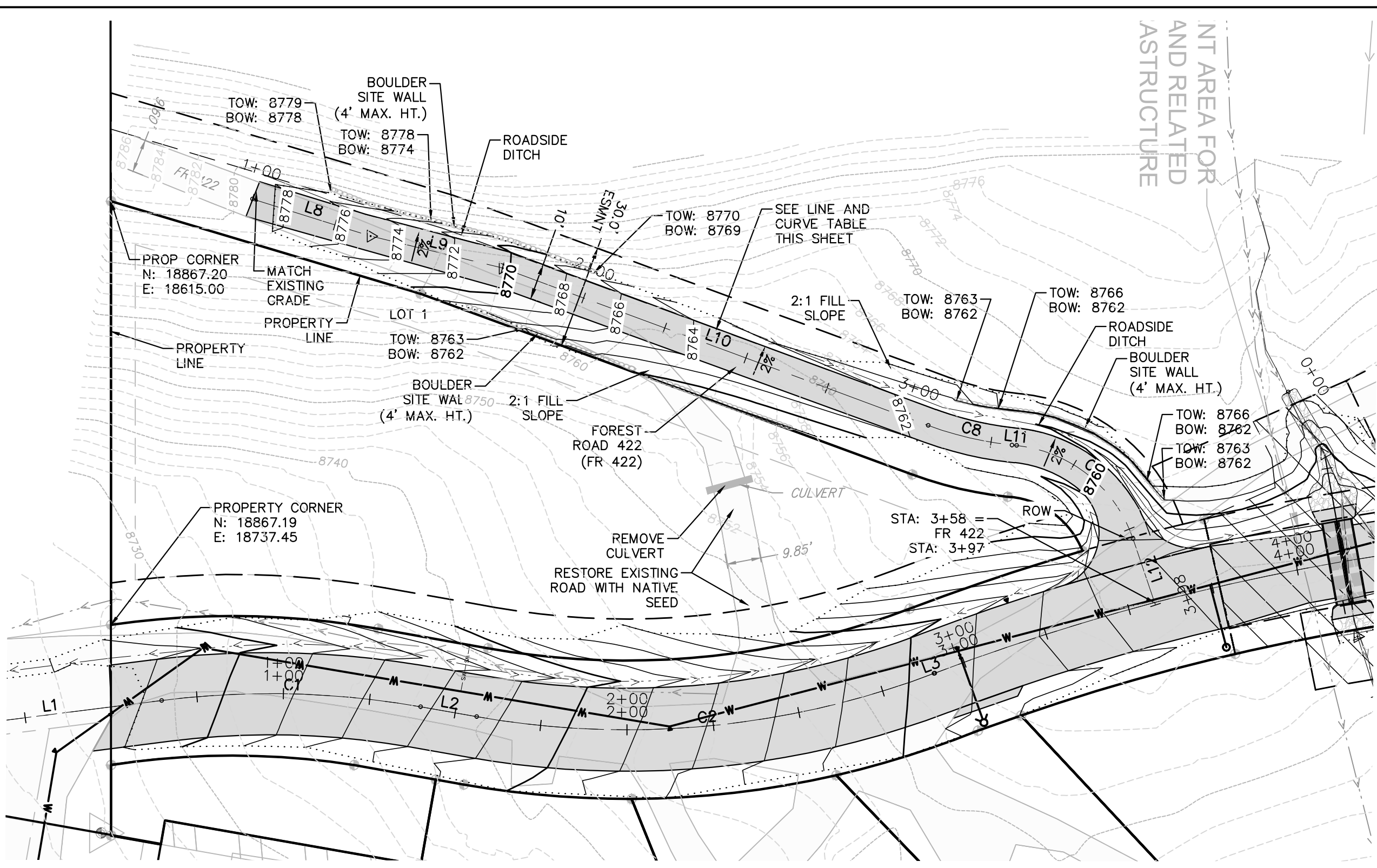
Sheet 4 of 10
Project: 2021-002
Date: 3/29/23
Drawn By: ABR
Checked By: ABR

g:\my drive\mountain_civil_current_projects\2021-002_dolores_river_subdivision\cad\plansheets\final\plat\c200 - access road and utility plan.dwg

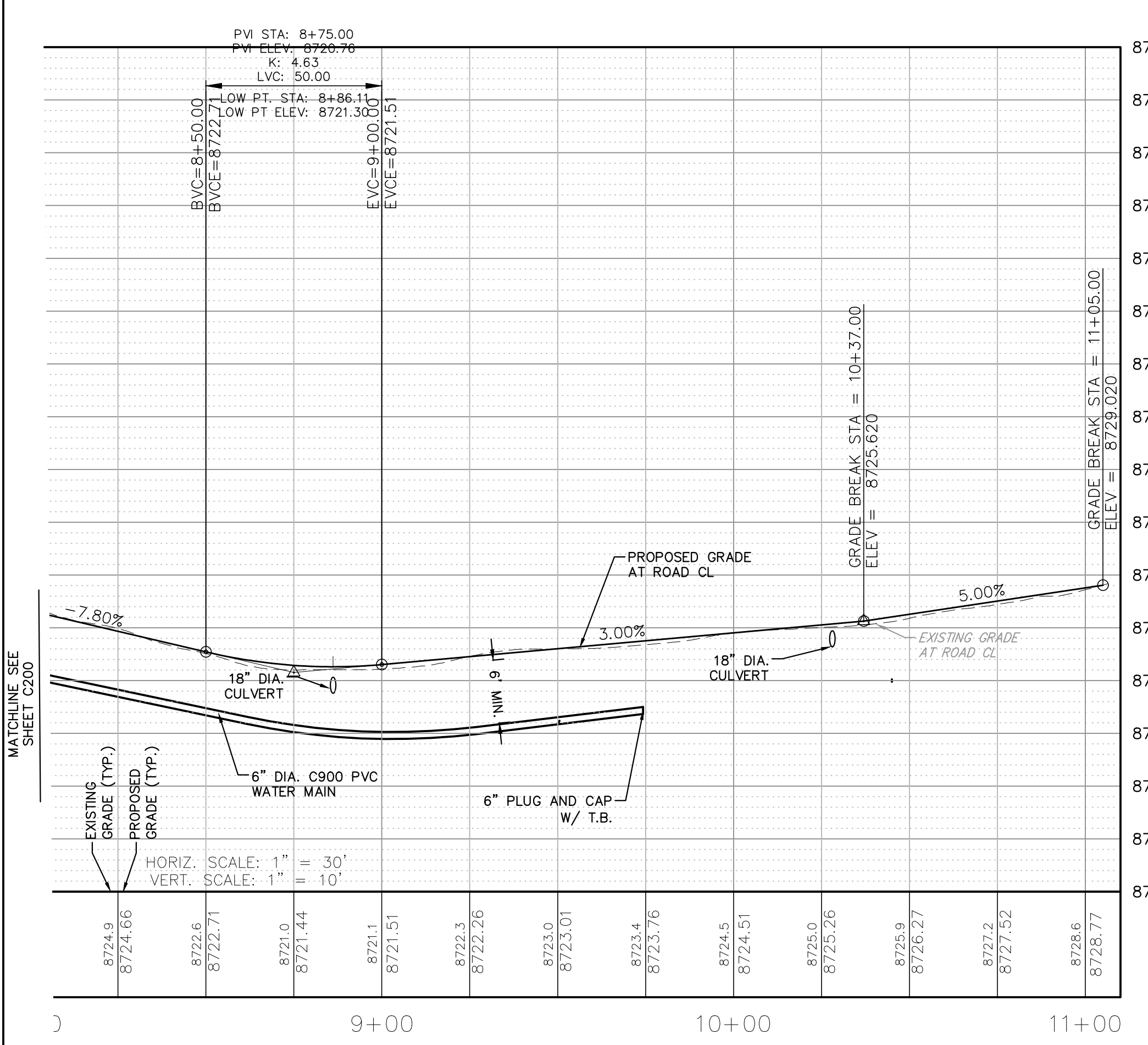
g:\my drive\mountain civil\current projects\2021-002 dolores river subdivision\cad\plansheets\final plat\c201 - access road and utility plan.dwg



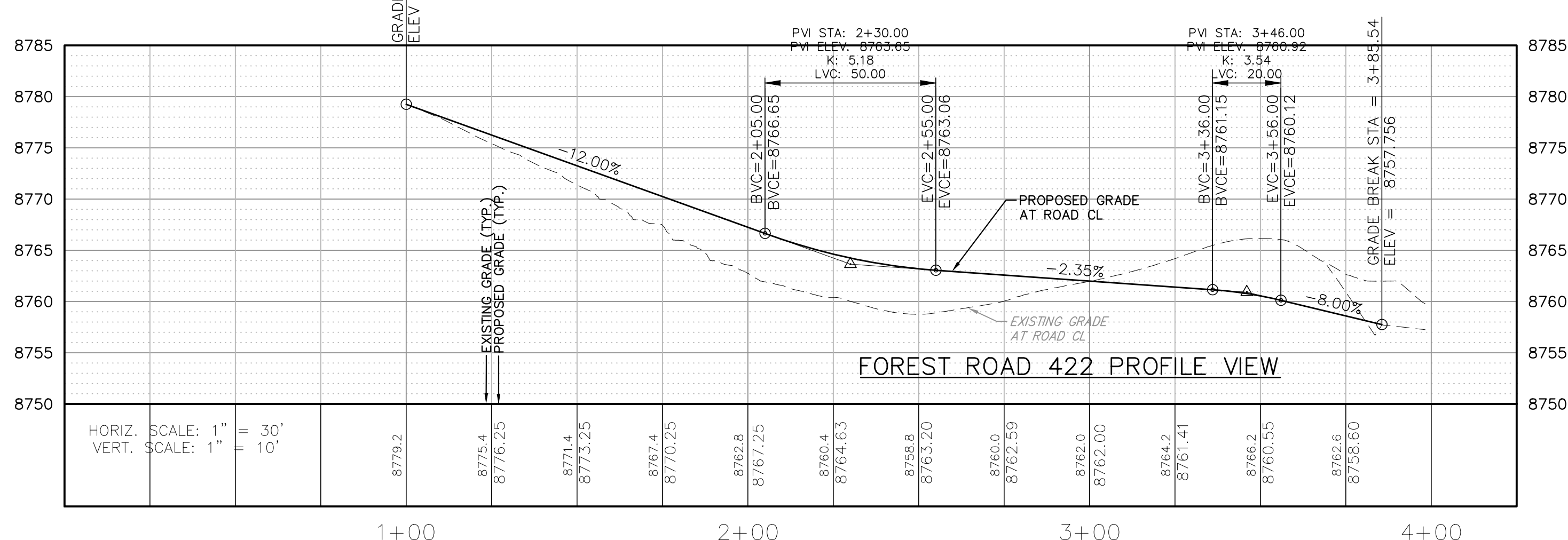
DOLORES RIVER TRAIL PLAN VIEW



FOREST ROAD 422 PLAN VIEW



DOLORES RIVER TRAIL PROFILE VIEW



FOREST ROAD 422 PROFILE VIEW

Line Table: Alignments					Curve Table: Alignments					
Line #	Length	Direction	Start Point	End Point	Curve #	Radius	Length	Chord Direction	Start Point	End Point
L1	64.70	N7° 13' 23.00"W	(18767.43,18817.59)	(18759.30,18881.77)	C8	100.00	24.88	N13° 10' 30.57"E	(18679.80,19103.34)	(18685.46,19127.50)
L2	16.48	N9° 59' 59.38"E	(18761.11,18956.61)	(18763.98,18972.85)	C9	40.00	45.53	N38° 39' 22.22"E	(18685.60,19128.86)	(18712.53,19162.53)
L3	0.27	N20° 47' 23.27"W	(18751.50,19104.99)	(18751.40,19105.24)	C1	250.00	75.15	N1° 23' 18.19"E	(18759.30,18881.77)	(18761.11,18956.61)
L4	14.07	N19° 13' 00.47"E	(18745.41,19541.69)	(18750.04,19554.98)	C2	250.00	134.35	N5° 23' 41.94"W	(18763.98,18972.85)	(18751.50,19104.99)
L5	1.14	N66° 09' 09.17"E	(18804.04,19613.52)	(18805.08,19613.98)	C3	638.00	445.48	N0° 47' 11.40"W	(18751.40,19105.24)	(18745.41,19541.69)
L6	169.73	N16° 49' 58.79"E	(18832.72,19645.24)	(18881.88,19807.69)	C4	100.00	81.92	N42° 41' 04.82"E	(18750.04,19554.98)	(18804.04,19613.52)
L7	23.08	N14° 01' 53.85"W	(18882.53,19834.30)	(18876.93,19856.68)	C5	50.00	43.04	N41° 29' 33.98"E	(18805.08,19613.98)	(18832.72,19645.24)
L8	35.81	N17° 24' 47.22"E	(18614.36,18908.05)	(18625.07,18942.22)	C6	50.00	26.93	N1° 24' 02.47"E	(18881.88,19807.69)	(18882.53,19834.30)
L9	39.24	N13° 36' 09.89"E	(18625.07,18942.22)	(18634.30,18980.36)	C7	50.00	10.18	N8° 11' 51.22"W	(18876.93,19856.68)	(18875.48,19866.74)
L10	131.13	N20° 18' 11.48"E	(18634.30,18980.36)	(18679.80,19103.34)						
L11	1.37	N6° 02' 49.65"E	(18685.46,19127.50)	(18685.60,19128.86)						
L12	20.25	N71° 15' 54.80"E	(18712.53,19162.53)	(18731.71,19169.03)						

GRAPHIC SCALE
0 15 30
0 1/4 1/2 3/4 1

COLORADO LICENSED
MOUNTAIN CIVIL CONSULTING
40308
3/29/23
PROFESSIONAL ENGINEER

Revisions:	DESCRIPTION
#	DATE

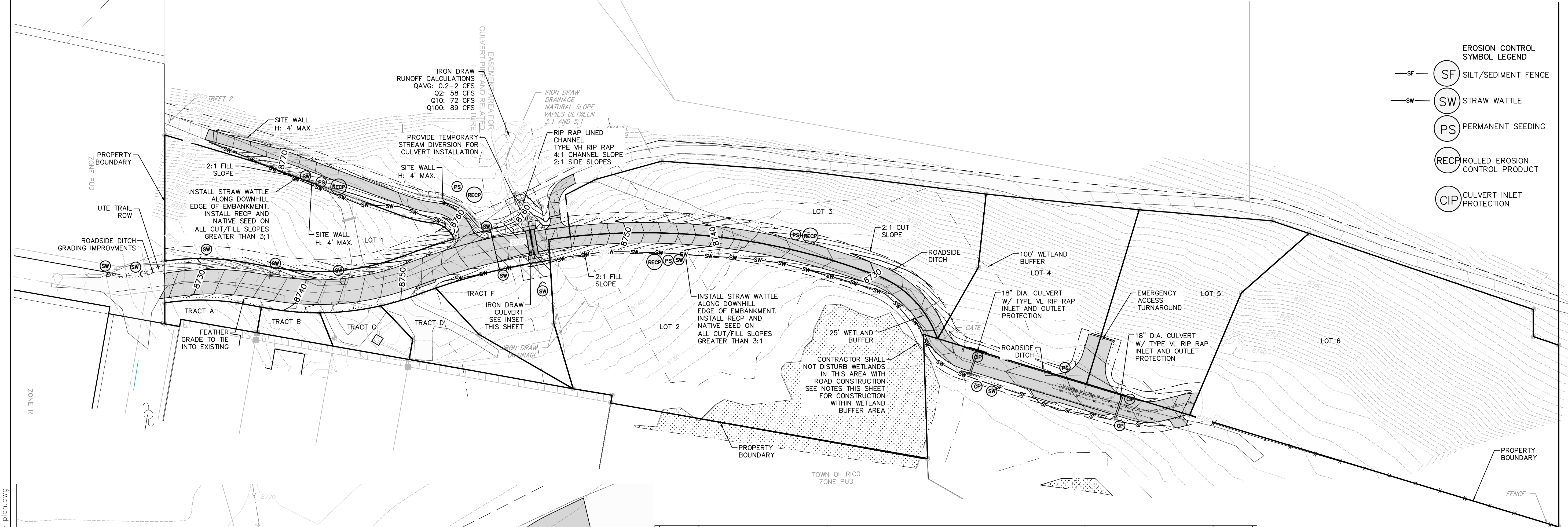
**DOLORES RIVER TRAIL SUBDIVISION
ACCESS AND UTILITY
PLAN AND PROFILE
TOWN OF RICO, CO**

MOUNTAIN CIVIL CONSULTING

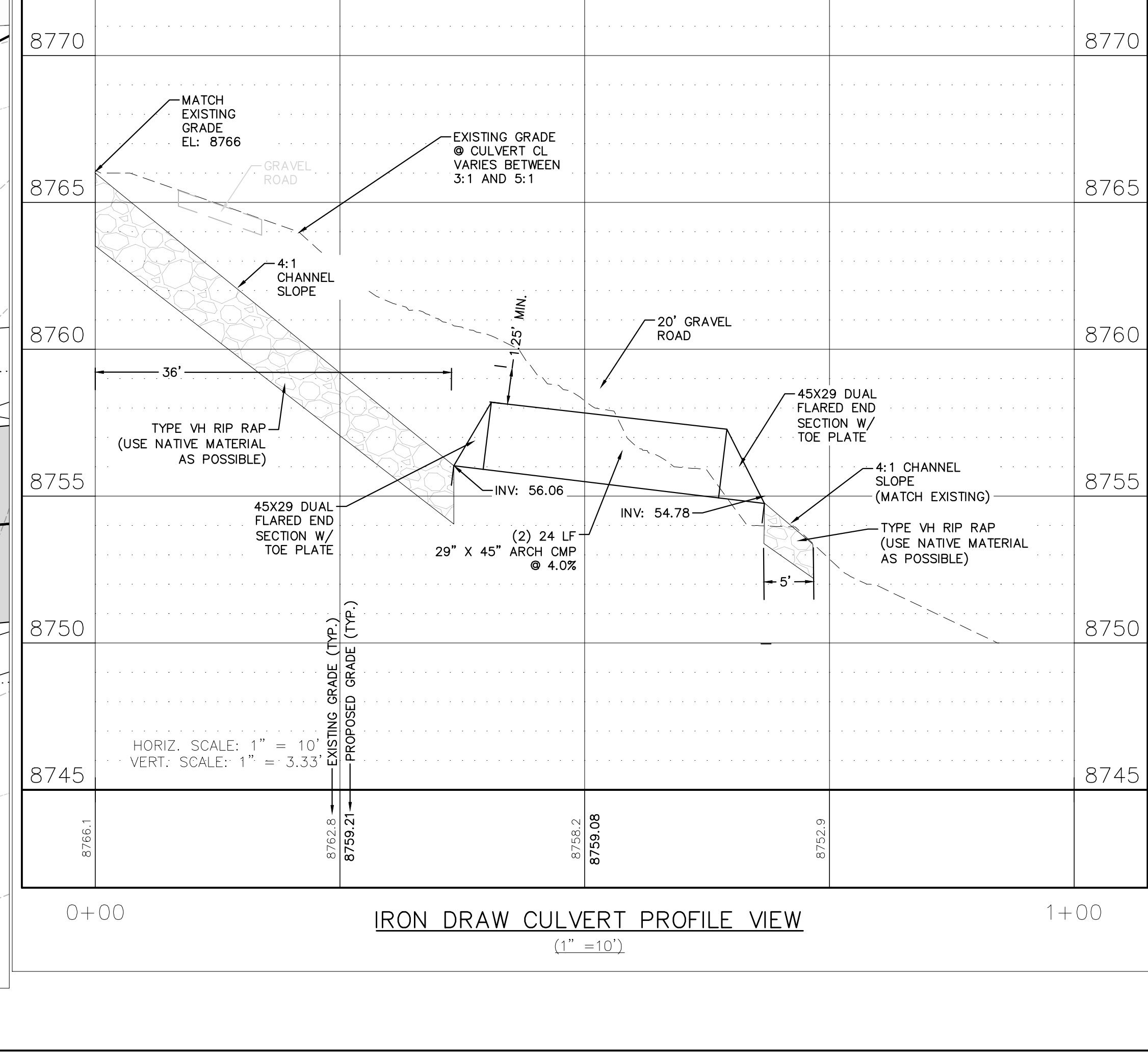
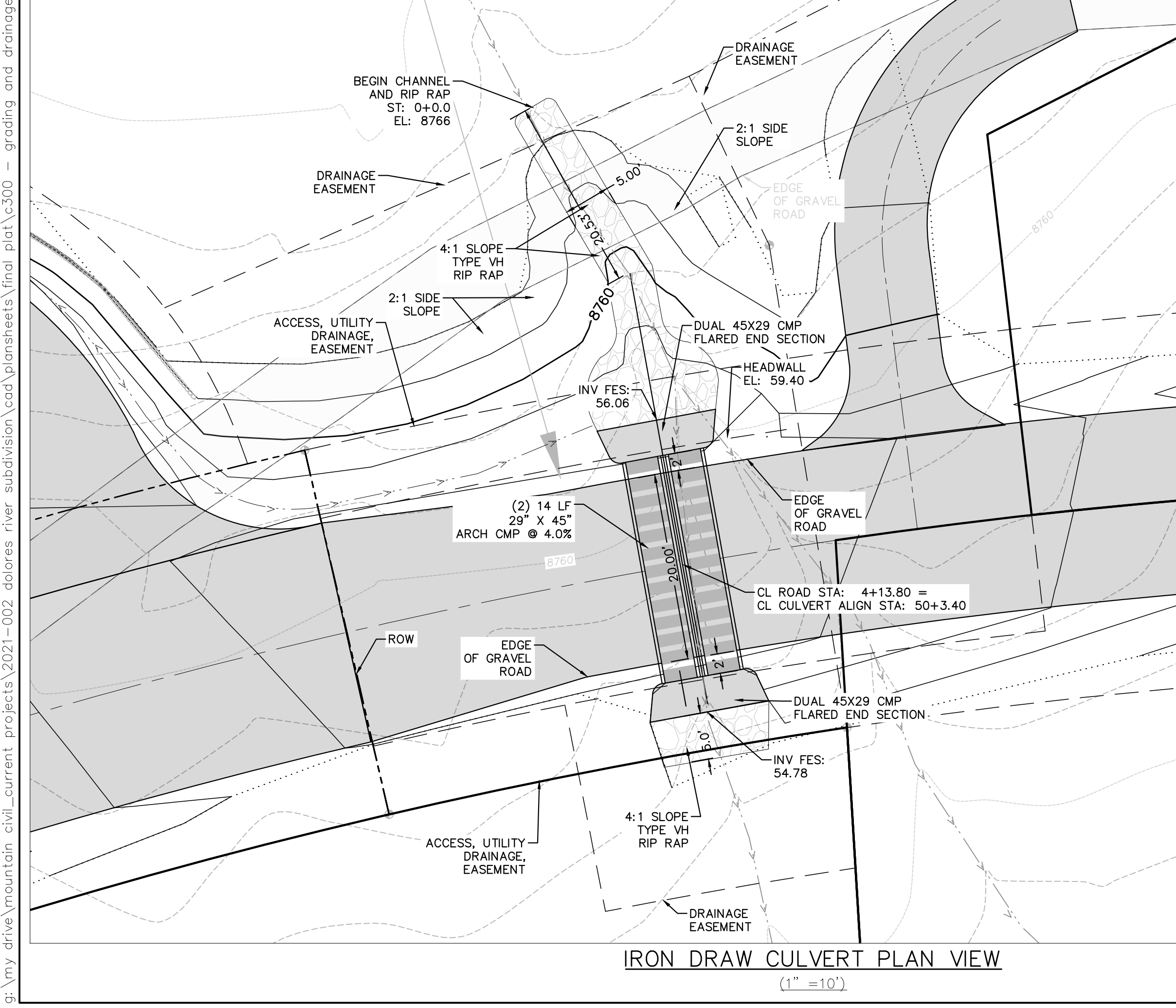
712 EAGLE PASS
DURANGO, CO 81301
970-946-3175

**PLAN NO.
C201**

Sheet 5 of 10
Project: 2021-002
Date: 3/29/23
Drawn By: ABR
Checked By: ABR



g:\my drive\mountain civil\current projects\2021-002 dolores river subdivision\cad\plansheets\final\plat\c300 - grading and drainage plan.dwg



- CONSTRUCTION ACTIVITY STORMWATER MANAGEMENT PLAN NOTES:**
- TOTAL AREA OF DISTURBANCE IS ESTIMATED AT 46,730 SF OR 1.07 ACRES.
 - CONTRACTOR OR OWNER SHALL OBTAIN ALL REQUIRED EXCAVATION AND CONSTRUCTION ACTIVITY STORMWATER MANAGEMENT PERMITS PRIOR TO COMPLETING WORK INCLUDING CDPHE CONSTRUCTION ACTIVITY STORMWATER MANAGEMENT PERMIT IF MORE THAN 1 ACRE IS DISTURBED AT ONE TIME.
 - CONTRACTOR SHALL DEVELOP A SWMP AND SHALL ADJUST LOCATION AND SCOPE OF BMPs AS REQUIRED FOR PHASING.
 - CONTRACTOR MAY USE ADDITIONAL BMPs NOT SHOWN IN THIS PLAN TO CONTROL CONSTRUCTION ACTIVITY STORMWATER RUNOFF, SEE MILE HIGH FLOOD CONTROL DISTRICT VOLUME 3, CHAPTER 7 OR CDOT EROSION CONTROL MANUAL FOR ADDITIONAL ACCEPTABLE BMPs.
 - FUEL AND CHEMICAL STORAGE SHALL NOT BE STORED ON SITE. IF THEY ARE STORED ON SITE CONTRACTOR SHALL PROVIDE CONTAINMENT AND SPILL PREVENTION AND RESPONSE PLAN.
 - GENERAL SCOPE OF BMP INSTALLATION IS DESCRIBED BELOW:
 - INSTALL SILT FENCE OR STRAW WATTLE ALONG DOWNHILL EDGE OF DISTURBED AREAS.
 - PROVIDE GOOD HOUSEKEEPING PRACTICES DURING CONSTRUCTION INCLUDING PORTABLE TOILET FACILITIES AND TRASH/WASTE COLLECTION FACILITY.
 - PROVIDE STREET SWEEPING OR HAND CLEANING IF SEDIMENT IS TRACKED INTO PAVED ST.
 - PROVIDE CONSTRUCTION WATER TO LIMIT DUST DURING OVERLOT GRADING OPERATIONS.
 - DISTURBED AREAS NOT RECEIVING FINAL SITE OR LANDSCAPE IMPROVEMENTS SHALL REQUIRE PERMANENT SEEDING AND MULCHING. ALL SEED SHALL BE CERTIFIED WEED FREE.
 - INSTALL ROLLED EROSION BLANKET AND SEED/MULCH ON ALL SLOPES 3:1 OR GREATER.
 - REMOVE BMPs UPON FINAL SITE IMPROVEMENT INSTALLATION AND 70% VEGETATION OF SITE FROM LANDSCAPE AND SEEDING.
- WETLAND BUFFER CONSTRUCTION PLAN NOTES:**
- GRADING WITHIN THE WETLAND BUFFER AREA SHALL BE LIMITED TO ROAD AND UTILITY CONSTRUCTION.
 - ALL AREAS OUTSIDE OF PROPOSED ROAD SURFACE SHALL BE REVEGETATED WITH NATIVE SEED. USE WESTERN SEED HIGH ALTITUDE MEADOW MIX OR APPROVED EQUAL FOR REVEGETATION IN BUFFER ZONES.
 - THE WETLAND AREA SHALL BE DELINEATED PRIOR TO CONSTRUCTION WITH FLAGGING BY THE SURVEYOR. CONTRACTOR SHALL INSTALL SEDIMENT LOGS OR STRAW WATTLES ALONG OUTSIDE EDGE OF PROPOSED GRADING AND UTILITY WORK, DISTURBANCE SHALL NOT ENCROACH BEYOND THIS LOCATION.

Revisions:

#	DATE	DESCRIPTION

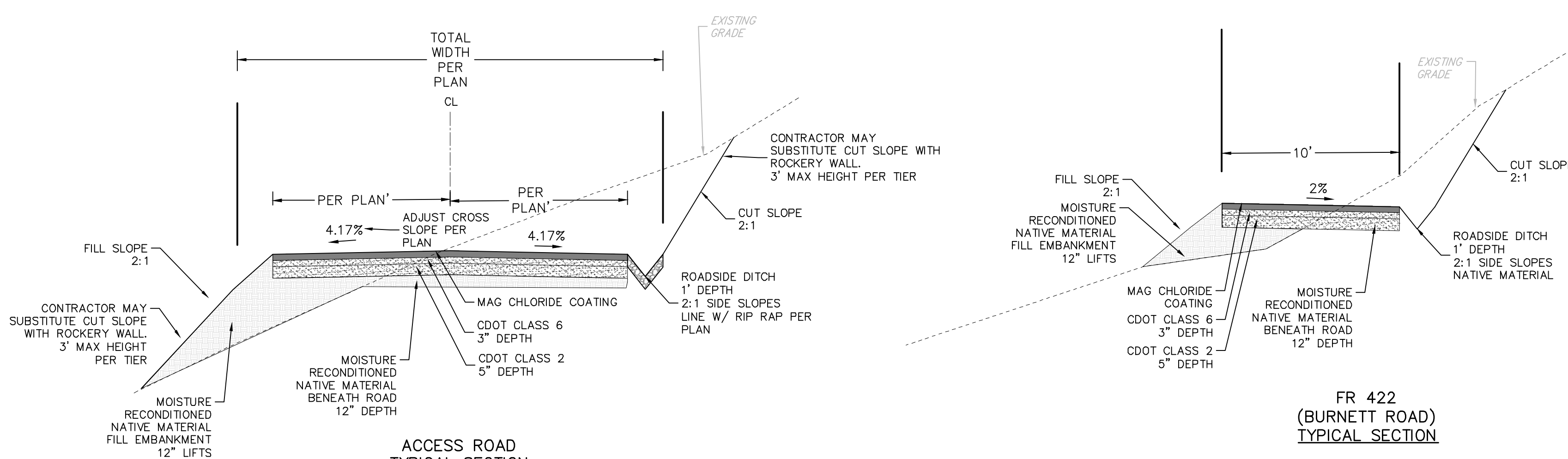
**DOLORES RIVER TRAIL SUBDIVISION
 GRADING AND DRAINAGE PLAN
 TOWN OF RICO, CO**

MOUNTAIN CIVIL CONSULTING
 712 EAGLE PASS
 DURANGO, CO 81301
 970-946-3175

PLAN NO. C300

Sheet 6 of 10
 Project: 2021-002
 Date: 3/29/23
 Drawn By: ABR
 Checked By: ABR

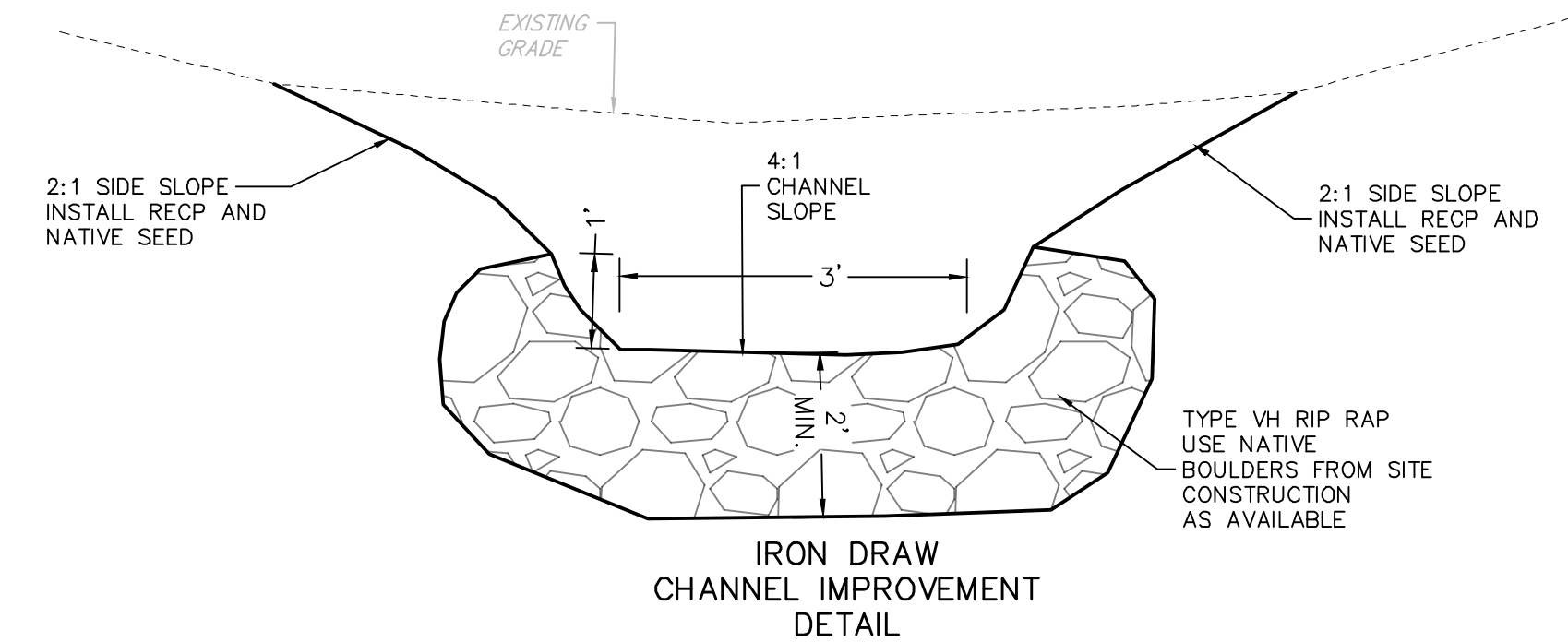
g:\my drive\mountain_civil_current_projects\2021-002_dolores_river_subdivision\civil\plansheets\final_plat\c400-details.dwg



ACCESS ROAD TYPICAL SECTION

FR 422 (BURNETT ROAD) TYPICAL SECTION

- ACCESS ROAD NOTES:
1. ALL ROAD WORK SHALL BE COMPLETED PER TOWN OF RICO ROAD CONSTRUCTION REQUIREMENTS OR CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION WHERE TOWN STANDARDS DO NOT COVER THE SCOPE OF WORK.
 2. FR 422 (BURNETT ROAD) SHALL BE MAINTAINED BY OWNER AND/OR FOREST SERVICE.
 3. SUBGRADE SHALL BE COMPACTED TO 90% MAX. DRY DENSITY MODIFIED PROCTOR AT ±2% OPTIMUM MOISTURE CONTENT.
 4. CLASS 2 AND CLASS 6 BASE COURSE SHALL BE COMPACTED TO 95% MAX. DRY DENSITY MODIFIED PROCTOR AT ±2% OPTIMUM MOISTURE CONTENT.
 5. DRIVEWAY SHALL BE PRIVATELY OWNED AND MAINTAINED.
 6. ALL DISTURBED AREAS OUTSIDE OF ROAD SURFACE SHALL RECEIVE NATIVE SEED AND ROLLED EROSION BLANKETS WHERE SLOPE IS GREATER THAN 3:1.

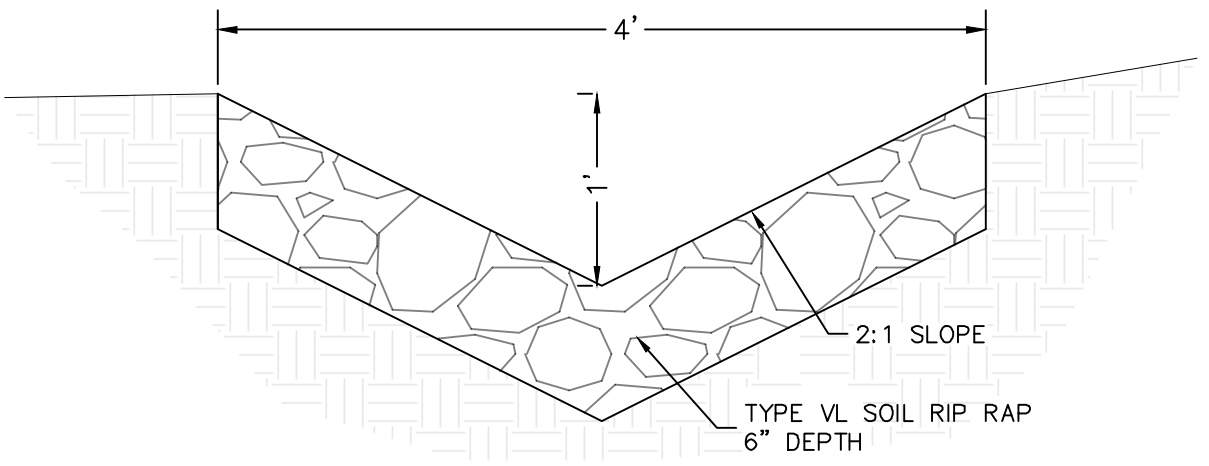


IRON DRAW CHANNEL IMPROVEMENT DETAIL

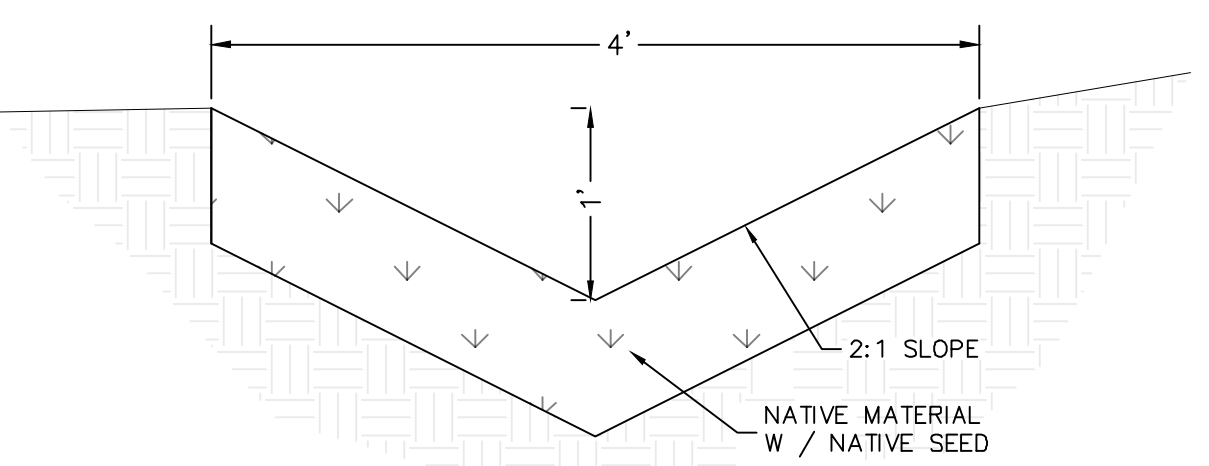
Riprap Designation	% Smaller Than Given Size By Weight	Intermediate Rock Dimension (inches)	d50* (inches)
Type VL	70 - 100	12	6**
	50 - 70	9	
	35 - 50	6	
	2 - 10	2	
Type L	70 - 100	15	9**
	50 - 70	12	
	35 - 50	9	
	2 - 10	3	
Type M	70 - 100	21	12**
	50 - 70	18	
	35 - 50	12	
	2 - 10	4	
Type H	70 - 100	30	18
	50 - 70	24	
	35 - 50	18	
	2 - 10	6	
Type VH	70 - 100	41	24
	50 - 70	33	
	35 - 50	24	
	2 - 10	9	

*d50 = Mean Particle Size
 **Mix VL, L and M riprap with 35% topsoil (by volume) and bury it with 4 to 6 inches of topsoil, all vibration compacted, and revegetate.

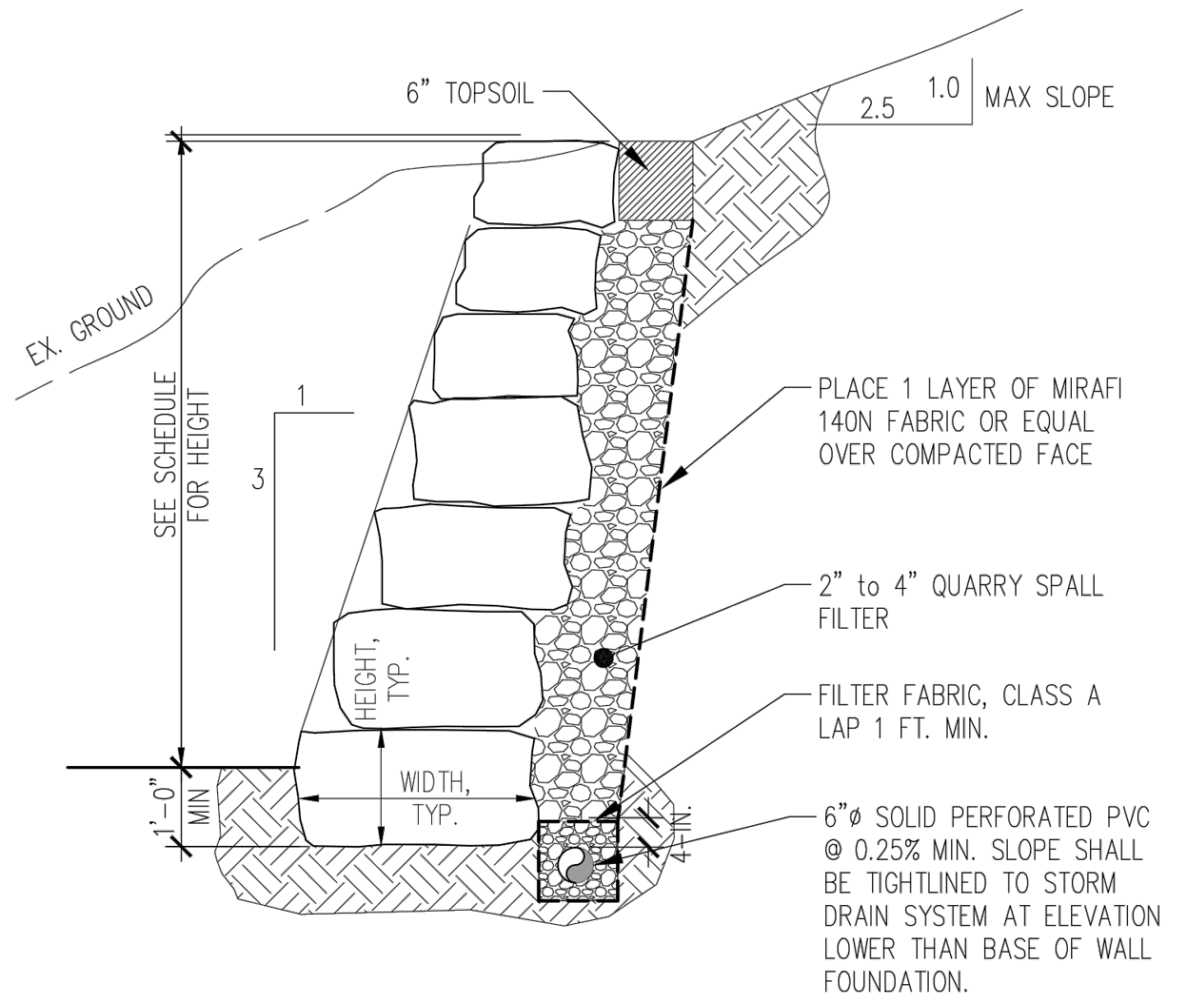
RIP RAP SCHEDULE



ROADSIDE DITCH SLOPES > 10%



ROADSIDE DITCH SLOPES < 10%



ROCK SIZE	APPROX. WGT. (LBS)	APPROX. HGT. (INCHES)	APPROX. WIDTH (INCHES)	APPROX. LENGTH (INCHES)
1 MAN	50 TO 200	6 TO 10	10 TO 16	10 TO 16
2 MAN	200 TO 700	10 TO 18	16 TO 22	16 TO 22
3 MAN	700 TO 2,000	18 TO 24	22 TO 32	22 TO 32
4 MAN	2,000 TO 4,000	24 TO 28	32 TO 42	32 TO 42
5 MAN	4,000 TO 6,000	28 TO 30	40 TO 48	40 TO 48
6 MAN	6,000 TO 9,000	30 TO 36	48 TO 54	48 TO 54
7 MAN	9,000 TO 12,000	33 TO 40	54 TO 60	54 TO 60
8 MAN	12,000 TO 16,000	36 TO 44	58 TO 66	58 TO 66

ROCKERY HGT. (FEET)	MINIMUM ROCK SIZE (BASE)	MINIMUM ROCK SIZE (TOP)
2	2 MAN (2 COURSES)	1 MAN
4	4 MAN (2 COURSES)	2 MAN
6	5 MAN, BOT COURSE 4 MAN, 2ND COURSE	3 MAN
8	5 MAN, 2 COURSES 4 MAN, 3RD COURSE	3 MAN

ROCKERY WALL SECTION & SCHEDULE

- NOTES:
1. DETAIL SHALL BE USED ONLY AT LOCATIONS CALLED OUT ON PLAN AND SHALL BE USED ON CUT SLOPES ONLY.
 2. ALL ROCK MATERIAL SHALL BE AS NEARLY RECTANGULAR AS POSSIBLE. NO STONE SHALL BE USED THAT DOES NOT EXTEND THROUGH THE WALL. ALL ROCK MATERIAL SHALL BE HARD, SOUND, DURABLE AND FREE FROM WEATHERED PORTIONS, SEAMS, CRACKS AND OTHER DEFECTS. THE ROCK DENSITY SHALL BE A MINIMUM OF 160 POUNDS PER CUBIC FOOT.
 3. STACKED ROCK FACING SHALL CONSIST OF UNIFORM, IN-SITU STONE, OR STONE TO MATCH THE NATIVE STONE LOCATED ON-SITE, AS APPROVED BY THE OWNER. STONE USED FOR THE FINISH ROCK FACE SHALL BE OF UNIFORM APPEARANCE.
 4. ROCK SELECTION AND PLACEMENT SHALL MINIMIZE VOID SPACES. IN THE EXPOSED FACE OF WALL, THERE SHALL BE NO OPEN VOIDS OVER SIX (6) INCHES ACROSS IN ANY DIRECTION. THE FINAL COURSE SHALL HAVE A CONTINUOUS APPEARANCE AND BE PLACED TO MINIMIZE EROSION OF THE BACKFILL MATERIAL. THE LARGER ROCKS SHALL BE PLACED AT THE BASE OF THE ROCK WALL SO THAT THE WALL WILL BE STABLE AND HAVE A STABLE APPEARANCE. THE ROCKS SHALL BE PLACED IN A MANNER SUCH THAT THE WIDTH OF THE ROCK SHALL BE AT RIGHT ANGLES OR PERPENDICULAR TO THE ROCKERY FACE. THE ROCKS SHALL HAVE ALL INCLINING FACES SLOPING TO THE BACK OF THE ROCKERY. EACH COURSE OF ROCKS SHALL BE SEATED AS TIGHTLY AND EVENLY AS POSSIBLE AN THE COURSE BENEATH. AFTER SETTING EACH COURSE OF ROCK, ALL VOIDS BETWEEN THE ROCKS SHALL BE CHINKED ON THE BACK WITH QUARRY ROCK TO ELIMINATE ANY VOID SUFFICIENT TO PASS A TWO (2) INCH SQUARE PROBE, SO THAT THE QUARRY SPALL WILL NOT PASS THROUGH THE VOIDS.
 5. THE WALL BACK FILL SHALL CONSIST OF QUARRY SPOILS WITH A MAXIMUM SIZE OF FOUR (4) INCHES AND A MINIMUM SIZE OF TWO (2) INCHES. THIS MATERIAL SHALL BE PLACED TO A TWELVE INCH MAXIMUM THICKNESS BETWEEN THE ENTIRE WALL AND CUT MATERIAL. ALL BACKFILL MATERIAL SHALL BE PLACED IN LIFTS APPROXIMATELY SIX (6) INCHES BELOW THE TOP OF EACH COURSE OF ROCKS AS THEY ARE PLACED. ANY BACKFILL MATERIAL ON THE BEARING SURFACE OF ONE ROCK COURSE SHALL BE REMOVED BEFORE SETTING THE NEXT COURSE.

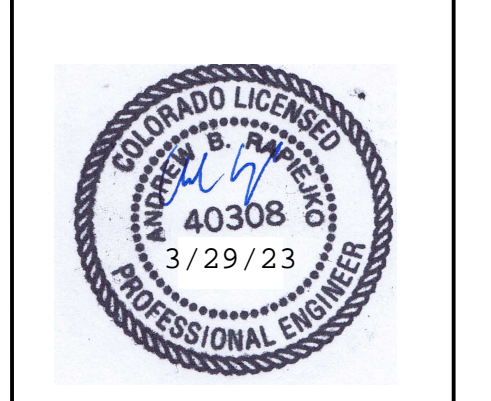
Revisions:	DESCRIPTION
# DATE	

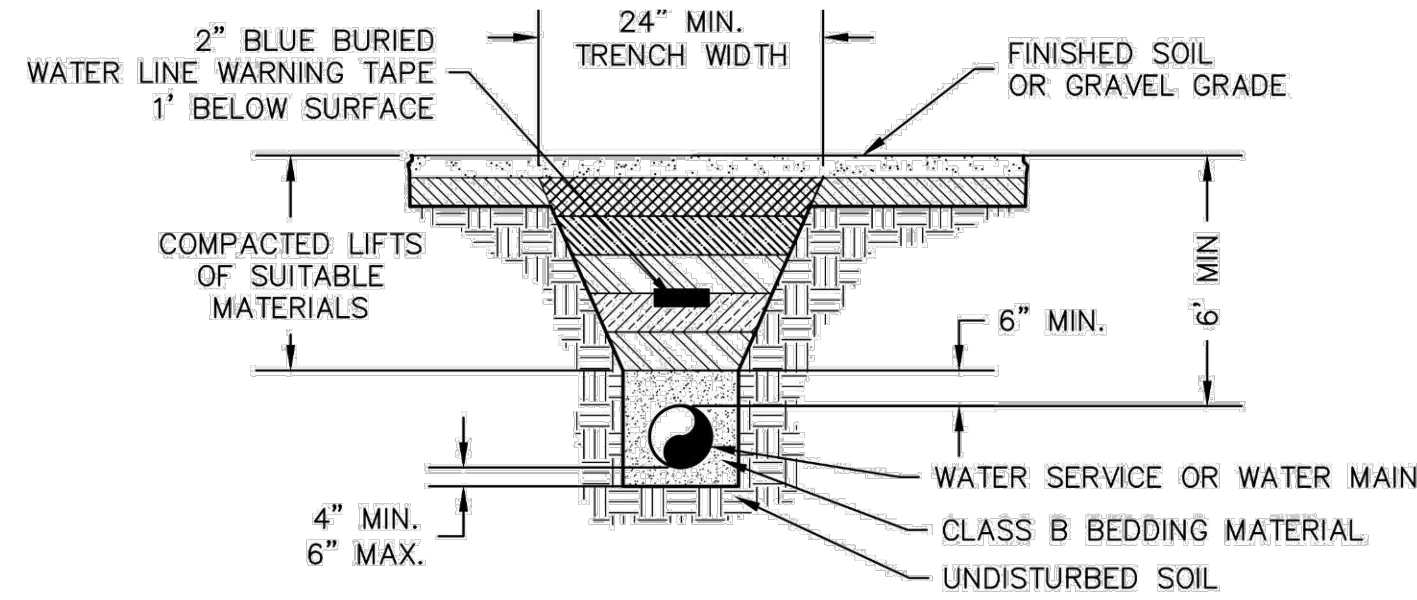
DOLORES RIVER TRAIL SUBDIVISION
 CIVIL DETAILS
 TOWN OF RICO, CO



**PLAN NO.
 C400**

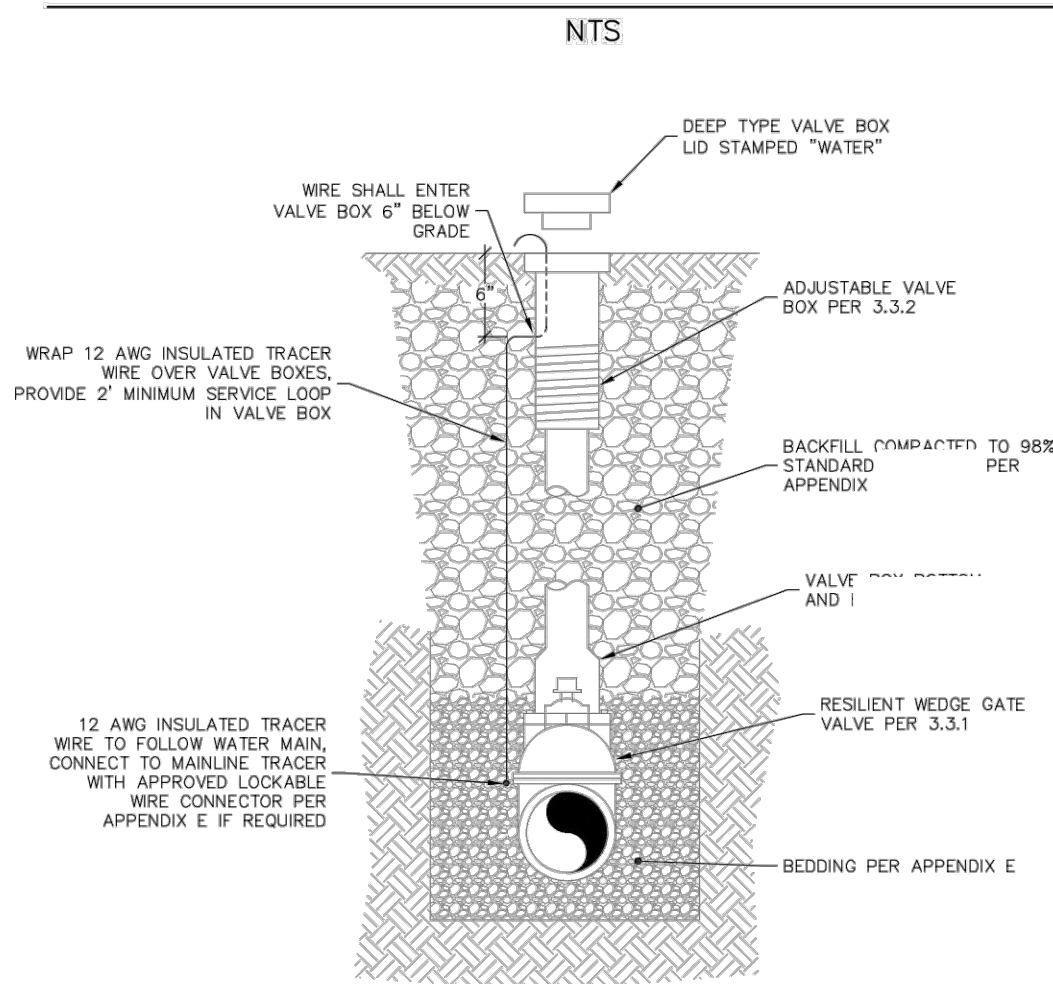
Sheet 7 of 10
 Project: 2021-002
 Date: 3/29/23
 Drawn By: ABR
 Checked By:



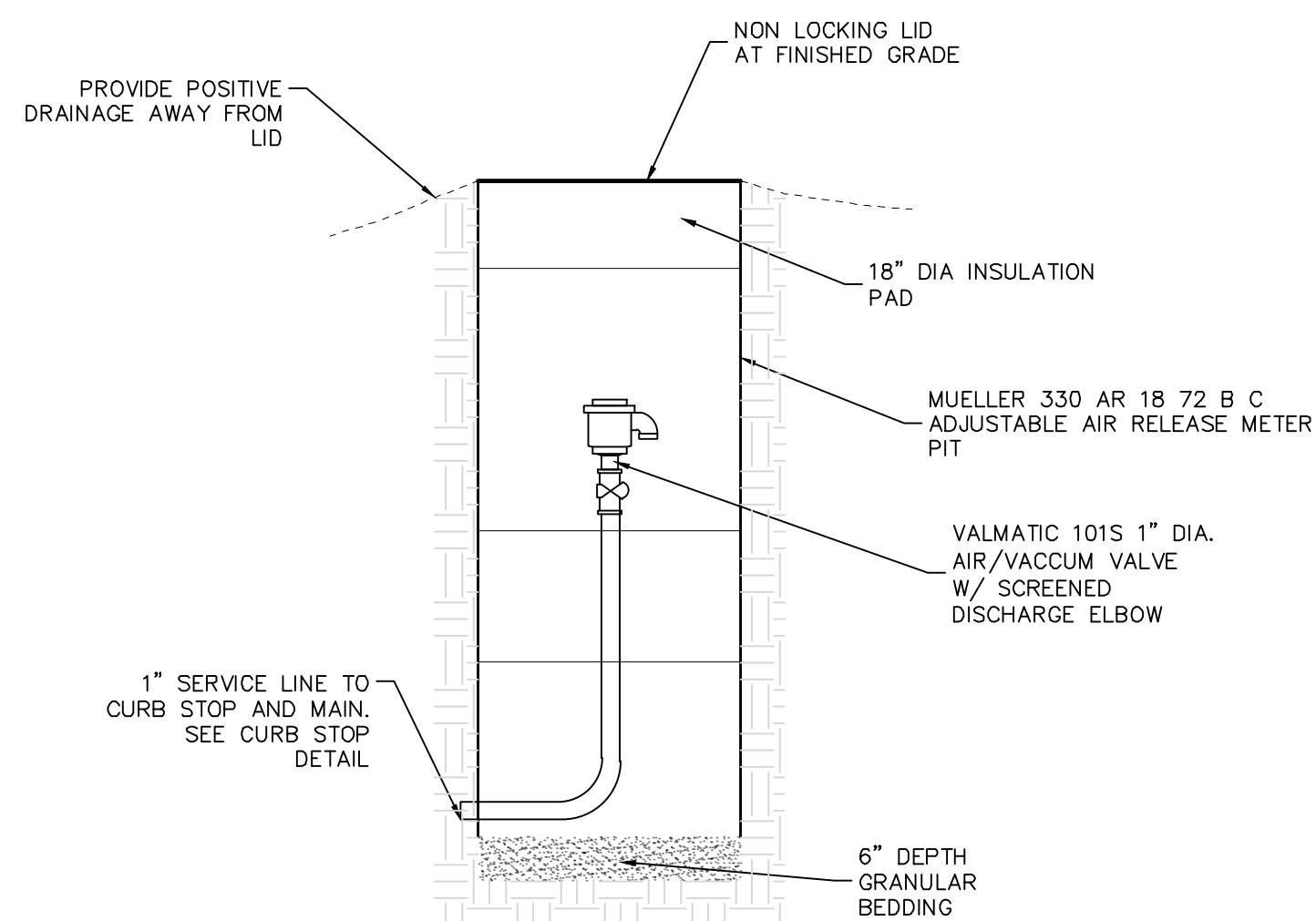


- NOTES:**
1. ALL TRENCHES SHALL BE BACKFILLED IN ACCORDANCE WITH THE ABOVE DETAIL UNLESS OTHERWISE SPECIFIED BY THE TOWN.
 2. TRENCH WIDTH SHALL NOT BE LESS THAN 24" WIDE.
 3. 95% COMPACTION IS REQUIRED ON ALL TRENCHING ZONES, BOTH IMPROVED & UNIMPROVED AREAS.
 4. IN UNIMPROVED AREAS, ALL DISTURBED AREAS SHALL BE RE-GRADED, SEEDED & MULCHED.
 5. WHEN INSTALLING SLEEVE BEDDING MATERIAL DEPTH SHALL BE 6" ABOVE SLEEVE.
 6. WATER LINES MUST BE SLEEVED WITHIN 10 FEET OF SEWER LINE OR 25' OF SEPTIC SOIL TREATMENT AREA WITH SCHED 40 PVC PIPE.
 7. TOP 1' OF BACKFILL TO BE CDOT CLASS 6 COMPACTED TO 95% MODIFIED PROCTOR AT ±2% OPTIMUM MOISTURE CONTENT.

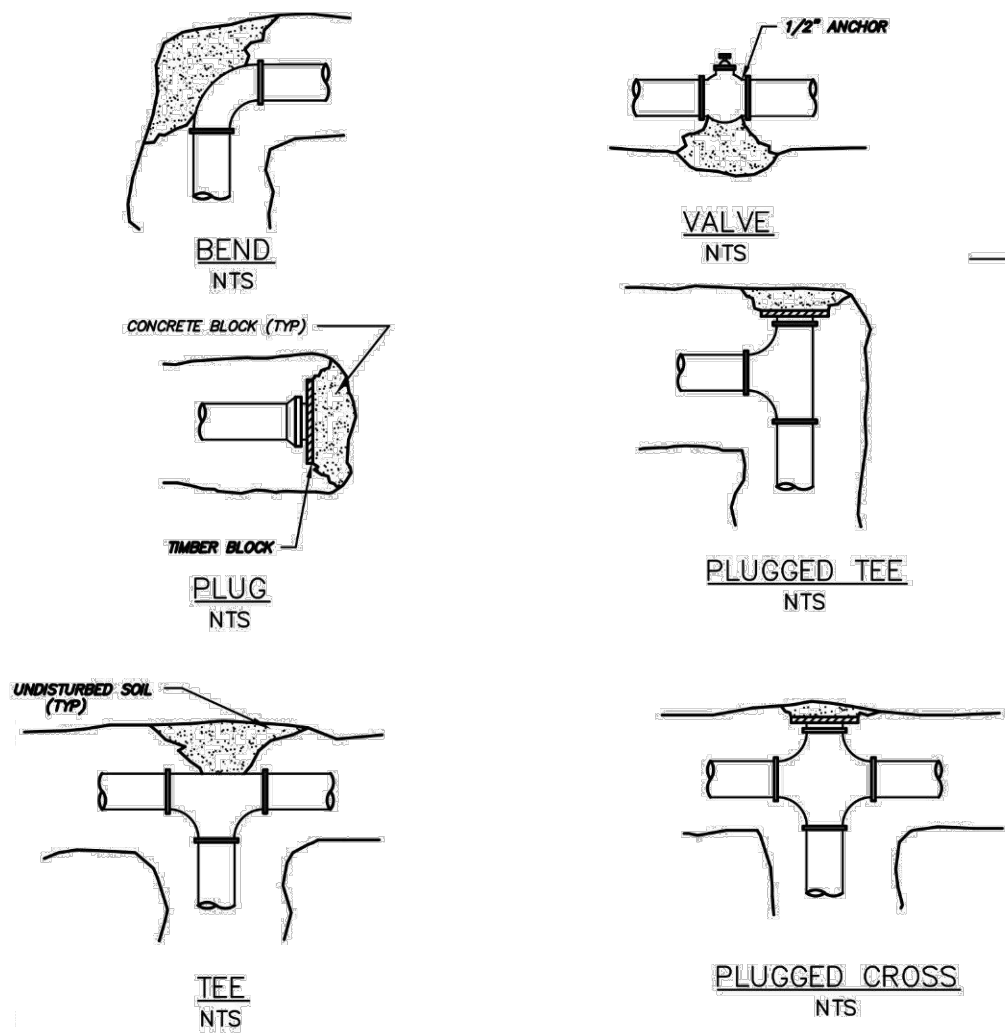
WATER PIPE BACKFILL DETAIL



GATE VALVE DETAIL



ARV/VAC IN METER PIT DETAIL



SIZES OF PIPE	MINIMUM BEARING AREA IN sq.ft.				
	TEES VAL. DEAD ENDS	90° BENDS	45° BENDS	22.5° BENDS	11.25° BENDS
4"	2	2	2	2	2
6"	3	4	3	2	2
8"	5	8	4	2	2
10"	8	12	6	4	3
12"	12	16	9	5	3
14"	18	26	14	7	4
16"	21	29	16	8	4

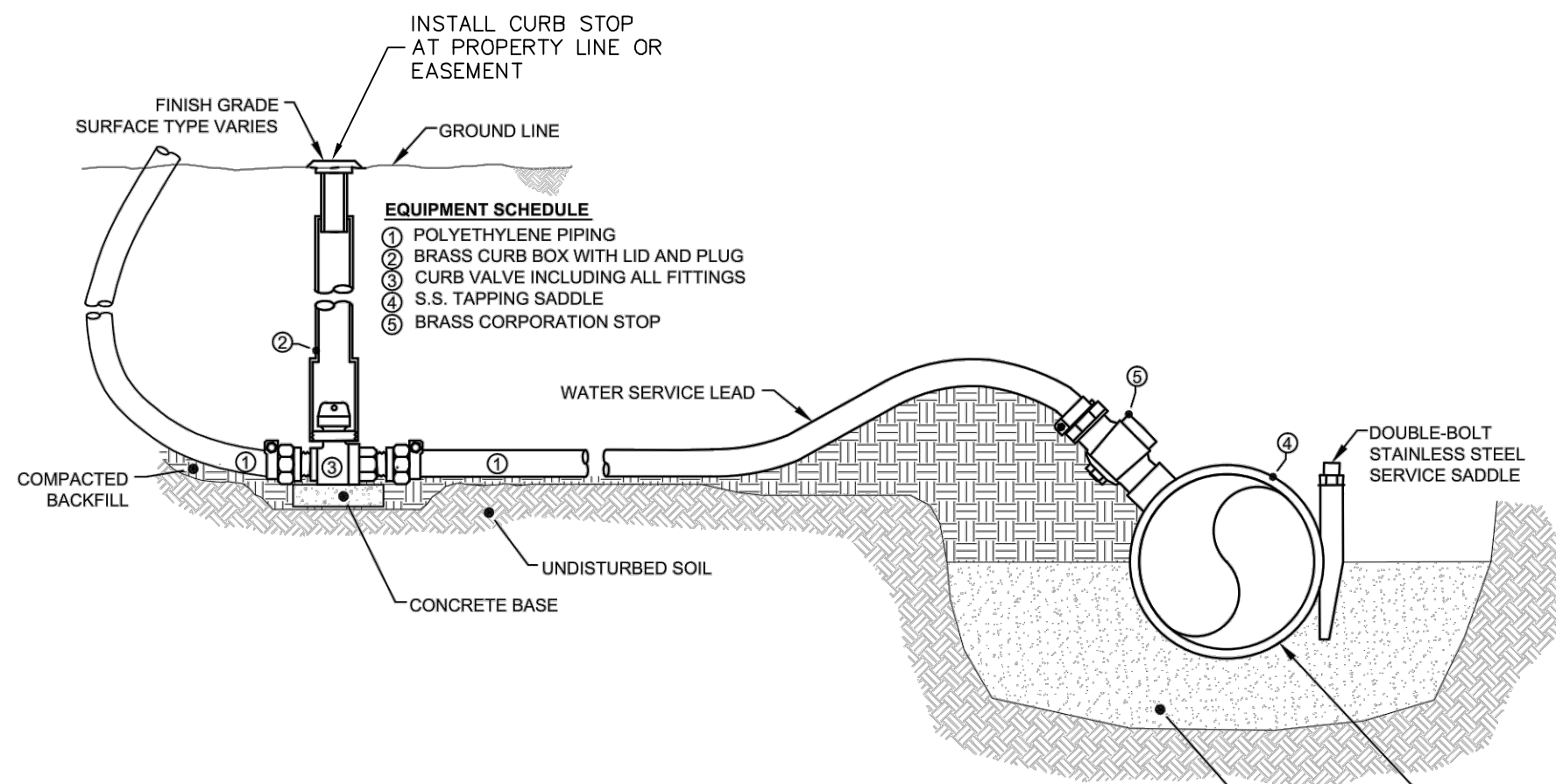
- NOTES:**
- VALVE BLOCKING REQUIRED AT ALL TEMP, DEAD END LOCATIONS

THRUST AT FITTINGS @ 100 PSI WATER PRESSURE

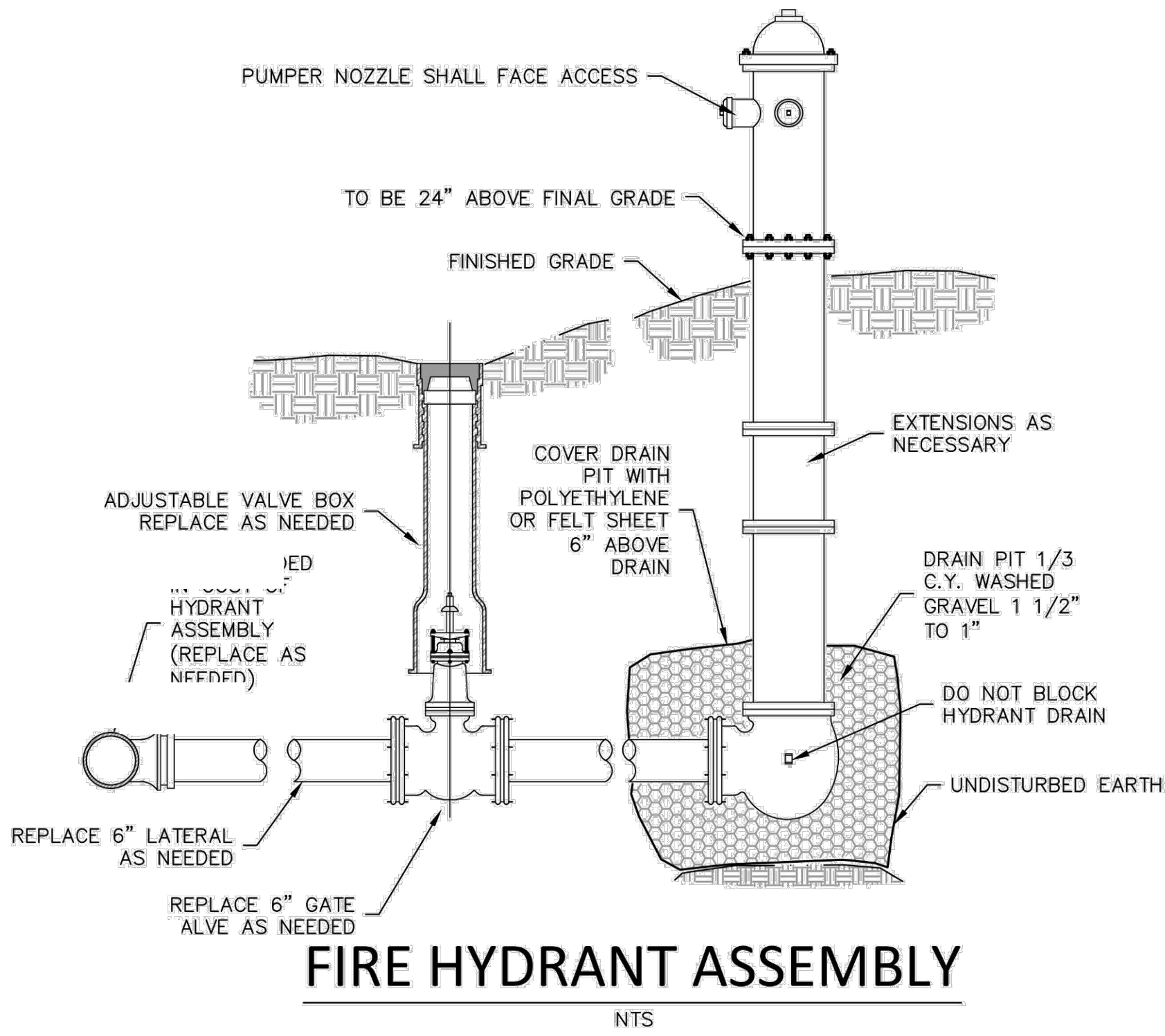
PIPE SIZES & CLASS (psi)	TEES	90° BEND	45° BEND	22-1/2° BEND
4" - 100	1260	1780	960	490
150	1880	2670	1440	740
200	2510	3550	1920	980
6" - 100	2830	4000	2160	1100
150	4240	6000	3250	1650
200	5650	8000	4330	2200
8" - 100	5030	7110	3850	1960
150	7540	10,660	5770	2940
200	10,060	14,220	7700	3920
10" - 100	7850	11,110	6010	3060
150	11,780	16,660	9020	4600
200	15,710	22,210	12,020	6130
12" - 100	11,310	15,990	8660	4410
150	16,960	23,990	12,980	6620
200	22,620	31,980	17,310	8820
14" - 100	15,390	21,770	11,780	6000
150	23,090	32,650	17,670	9010
200	30,790	43,530	23,560	12,000
16" - 100	20,110	28,430	15,390	7850
150	30,160	42,645	23,080	11,770
200	40,220	56,860	30,780	15,690

THRUST BLOCK DETAIL

NTS

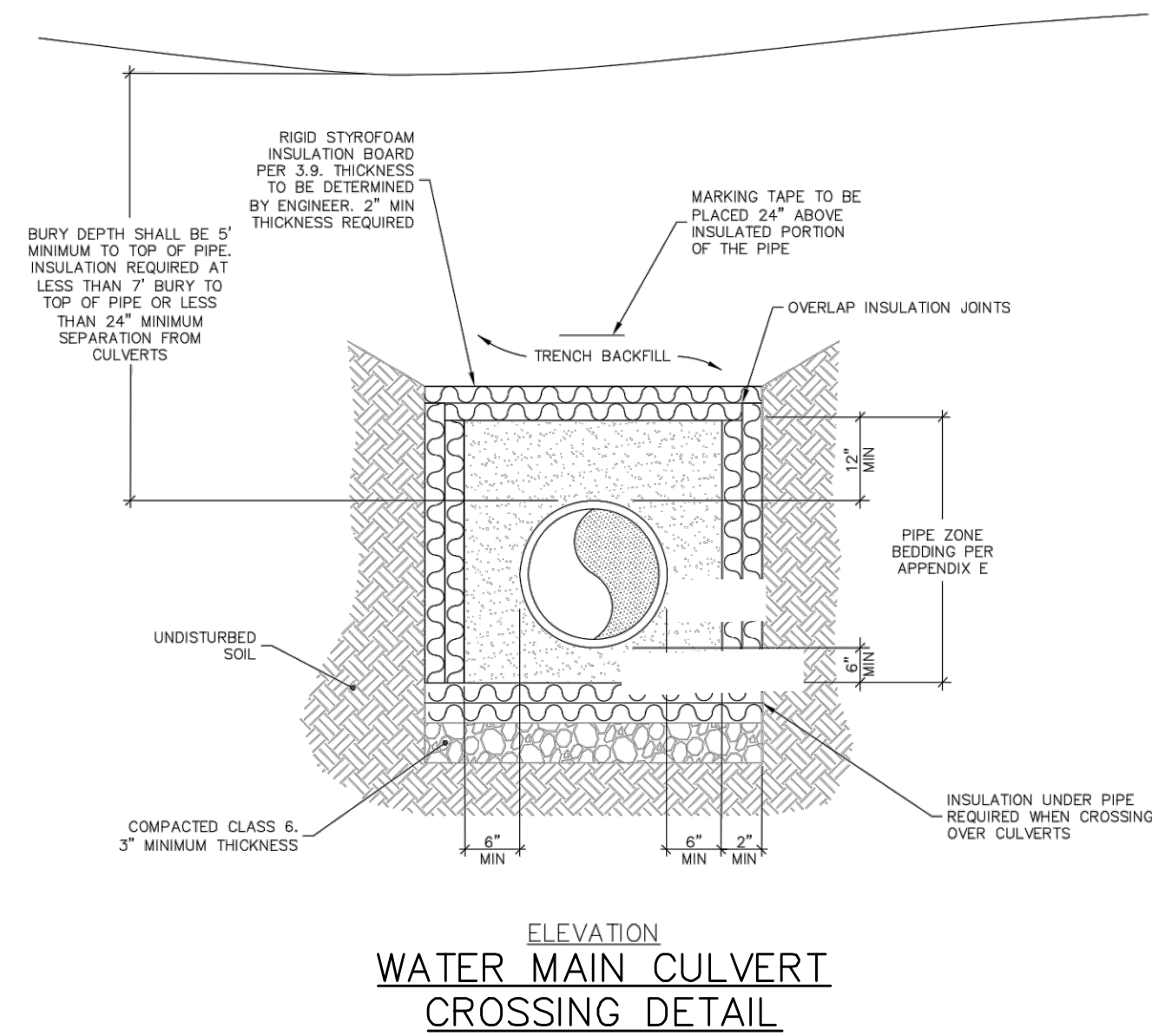


WATER SERVICE LINE AND CURB STOP DETAIL



FIRE HYDRANT ASSEMBLY

NTS



ELEVATION WATER MAIN CULVERT CROSSING DETAIL

Revisions:	DESCRIPTION
#	DATE

DOLORES RIVER TRAIL SUBDIVISION

CIVIL DETAILS

TOWN OF BAYFIELD, CO



PLAN NO. C401

Sheet 8 of 10
Project: 2021-002
Date: 3/29/23
Drawn By: ABR
Checked By:



g:\my_drive\mountain_civil_current_projects\2021-002_dolores_river_subdivision\cad\plansheets\final_plat\c400-details.dwg

INSTALLATION OF METAL PIPE

INSTALLATION OF MULTIPLE METAL PIPES

GENERAL NOTES

- STEEL PIPES SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M36.
- ALUMINUM PIPES SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M106.
- ALUMINIZED STEEL SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M274.
- MINIMUM COVER SHALL BE PROVIDED DURING CONSTRUCTION TO PROTECT THE STRUCTURE FROM DAMAGE.
- PIPE SHALL BE PLACED WITH LONGITUDINAL SEAMS AT THE SIDES OR QUARTER POINTS BUT NOT ALONG TOP OF VERTICAL AXIS.
- STRUCTURAL PLATE PIPES OF EQUAL OR GREATER DIAMETER THAT CONFORM TO SECTION 610 MAY BE SUBSTITUTED FOR THE PIPES ON THESE SHEETS AT THE CONTRACTOR'S EXPENSE.
- WHEN A PIPE IS TO BE EXTENDED, THE SAME PIPE MATERIAL AND SIZE AS IN THE ORIGINAL INSTALLATION SHALL BE USED.
- EXTENSIONS FOR CMP ARCH PIPE SHALL MATCH THE CORRUGATIONS AND THE SPAN AND RISE DIMENSIONS OF THE PIPE TO BE EXTENDED.
- WHEN INSTALLING A GUARDRAIL OR A SIGN POST DIRECTLY ABOVE A PIPE, THE BOTTOM OF THE POST MUST BE AT LEAST 1 FOOT ABOVE THE TOP OF THE PIPE. THE HOLE FOR THE POST SHALL BE DRILLED INTO THE SOIL.
- PIPE ARCH WITH EQUAL PERIPHERY AND WITH SPAN AND RISE DIMENSIONS APPROXIMATELY EQUAL TO THOSE SPECIFIED ON THE PLANS WILL BE PERMITTED.
- PIPE ARCH IS INTENDED FOR USE WHERE MINIMUM COVER REQUIREMENTS FOR ROUND PIPE CANNOT BE MET. WHEN COVER EXCEEDS 11 FT. USE ROUND PIPE.
- PIPE COVER GREATER THAN 90 FT. SHALL REQUIRE AN INVESTIGATION OF THE FOUNDATION MATERIAL.

LEGEND

H = THE MAXIMUM ALLOWABLE HEIGHTS OF FILL OVER THE TOP OF THE PIPE, EXCLUDING PAVEMENT THICKNESS, ARE SHOWN IN THE TABLES OF THIS STANDARD.

THE MINIMUM COVER SHALL BE AS SHOWN ON THESE TABLES OR CONFORM TO AASHTO REQUIREMENTS, WHICHEVER IS GREATER.

THE MINIMUM COVER FOR PIPE IS MEASURED FROM THE TOP OF THE PIPE TO THE BOTTOM OF THE PAVEMENT: HMA OR PCCP.

THE MINIMUM COVER IS MEASURED FROM THE TOP OF THE PIPE TO THE TOP OF THE SUBGRADE FOR CONSTRUCTION LOADS.

L1 = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 624.

L2 = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 603.

+ = PIPES OR END SECTIONS IS 18" OR 1/2 d, WHICHEVER IS GREATER, BUT NOT TO EXCEED 36".

PIPE SPAN (IN.)	MINIMUM COVER (IN.) FOR INDICATED AXLE LOADS, kips			
	18.0 - 50.0	50.0 - 75.0	75.0 - 110.0	110.0 - 150.0
12.0 - 42.0	24	30	36	36
48.0 - 72.0	36	36	42	48
78.0 - 120.0	36	42	48	48
126.0 - 144.0	42	48	54	54

CONVERSION OF NOMINAL GAGE TO THICKNESS

GAGE NO.	CONVERSION OF NOMINAL GAGE TO THICKNESS				
	16	14	12	10	8
ALUMINUM THICKNESS - IN.	0.060	0.075	0.105	0.135	0.164
ALUMINIZED OR GALVANIZED STEEL THICKNESS - IN.	0.064	0.079	0.109	0.138	0.168

ALLOWED WALL THICKNESS

Computer File Information	Sheet Revisions	Colorado Department of Transportation	STANDARD PLAN NO.
Creation Date: 07/31/19	Date: Comments:	2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	M-603-1
Designer: JBK		Project Development Branch	Standard Sheet No. 1 of 4
Last Modification Date: 07/31/19			Project Sheet Number:
Detailer: LTA		JBK	
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English			

Computer File Information

Sheet Revisions

Colorado Department of Transportation

Project Development Branch

JBK

METAL PIPE

STANDARD PLAN NO. M-603-1

Standard Sheet No. 1 of 4

Issued by the Project Development Branch: July 31, 2019

Project Sheet Number:

GENERAL NOTES

- DIMENSIONS OF END SECTIONS MAY VARY SLIGHTLY FROM THOSE SHOWN ON THE TABLES DUE TO DIFFERENT MANUFACTURERS' CONFIGURATIONS.
- CONCRETE END SECTIONS SHALL BE FURNISHED WITH TONGUE OR GROOVE AS REQUIRED.
- DESIGN LENGTH OF PIPE OR SIDE DRAIN IS BASED ON LENGTH OF END SECTION SHOWN IN TABLE. ANY ADDITIONAL PIPE REQUIRED TO PROVIDE THE DESIGN LENGTH SHALL BE FURNISHED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
- THE INSIDE CONFIGURATION AND THE JOINT OF CONCRETE END SECTION AND PIPE SHALL MATCH.
- END SECTIONS FOR CMP ARCH PIPE SHALL MATCH THE DIMENSIONS OF THE PIPE SHOWN ON THE PLANS.
- GALVANIZED TOE PLATE AS SHOWN IS REQUIRED ON END SECTIONS FOR CORRUGATED STEEL PIPE AND SHALL BE THE SAME THICKNESS AS END SECTIONS. TOE PLATE SHALL BE FIELD-BOLTED TO END SECTION WITH 3/8" IN. GALVANIZED BOLTS, NUTS AND WASHERS.
- GALVANIZED STEEL SHALL CONFORM TO AASHTO M 111, M 218 OR M 232.
- CONCRETE PIPE JOINT FASTENERS, WHERE SHOWN ON PLANS, SHALL BE INSTALLED SO THAT A MINIMUM OF 15 LINEAR FEET OF THE OUTLET END OF THE PIPE ARE MECHANICALLY LOCKED TOGETHER. END SECTION LENGTHS WHEN USED, SHALL BE INCLUDED IN THE 15 LF REQUIREMENT.
- CONNECTIONS OF METAL END SECTIONS TO PLASTIC PIPE SHALL BE APPROVED BY THE ENGINEER. PLASTIC END SECTIONS SHALL NOT BE USED.
- THE END SECTION STYLE, EITHER REGULAR OR SAFETY, SHALL BE AS SHOWN ON THE PLANS.
- AT THE OPTION OF THE CONTRACTOR AND APPROVAL OF THE CDDT PROJECT ENGINEER, REINFORCED CONCRETE END SECTIONS MAY BE MADE WITH SYNTHETIC FIBERS INSTEAD OF STEEL FOR PIPES 36 INCHES IN DIAMETER AND SMALLER, AND CONFORM TO AASHTO M 86 AND SUBSECTION 601.03.

PIPE DIAMETER (IN.)	F
18 - 30	5
36 - 42	6
48 - 60	7
72 - 84	9

Revisions:	DESCRIPTION
#	DATE

DOLORES RIVER TRAIL SUBDIVISION

CIVIL DETAILS

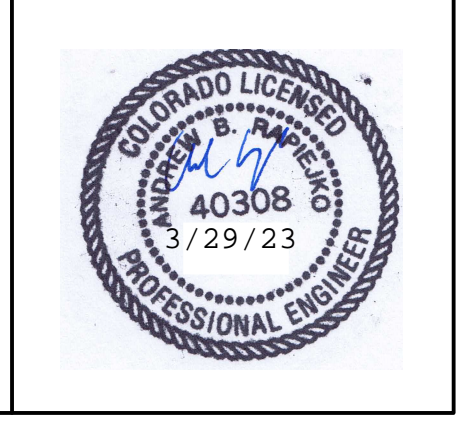
TOWN OF RICO, CO

MOUNTAIN CIVIL CONSULTING

712 Eagle Pass
Durango, CO 81301
970-946-3175

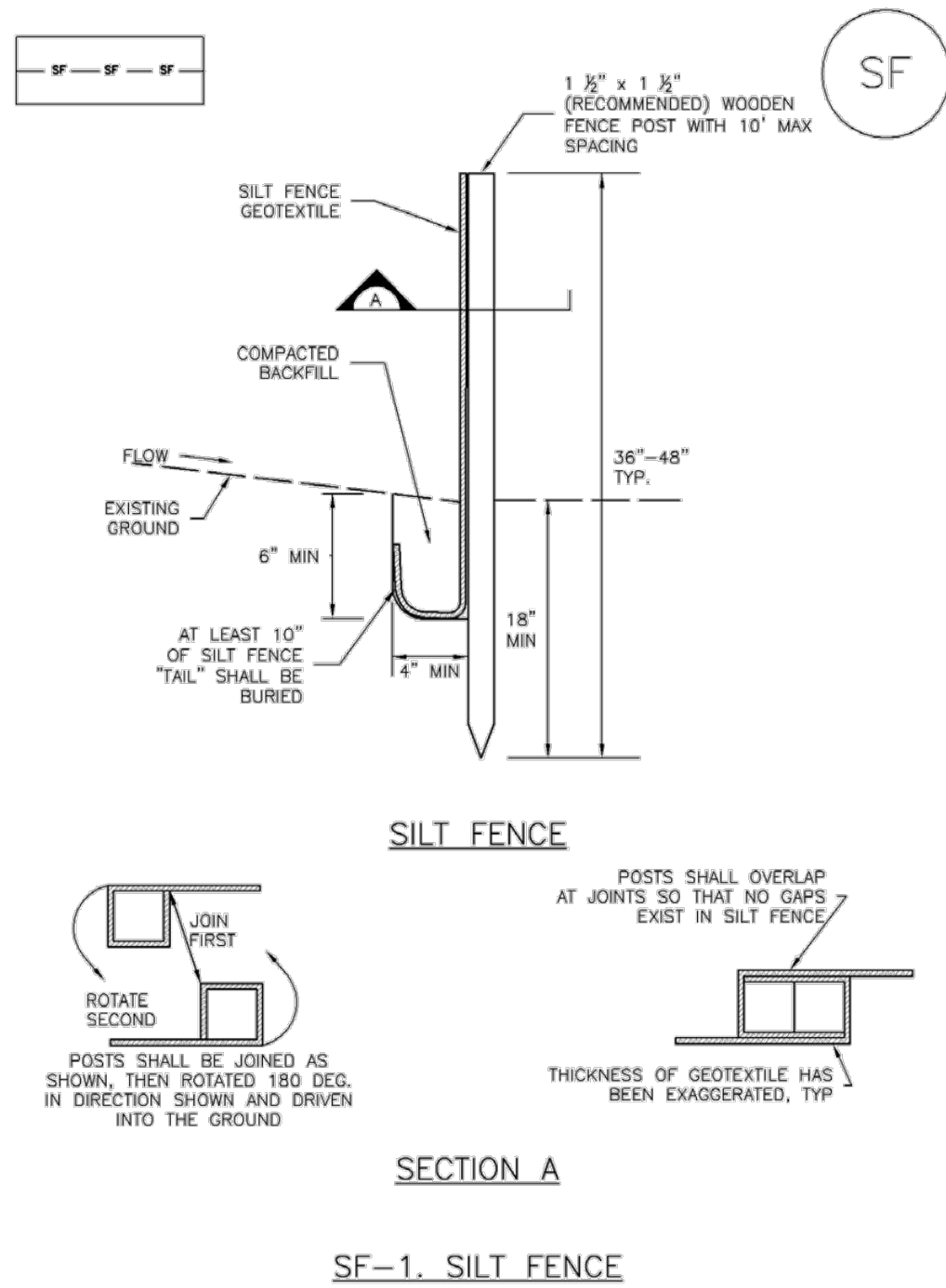
PLAN NO. C402

Sheet 9 of 10
Project: 2021-012
Date: 3/29/23
Drawn By: ABR
Checked By:



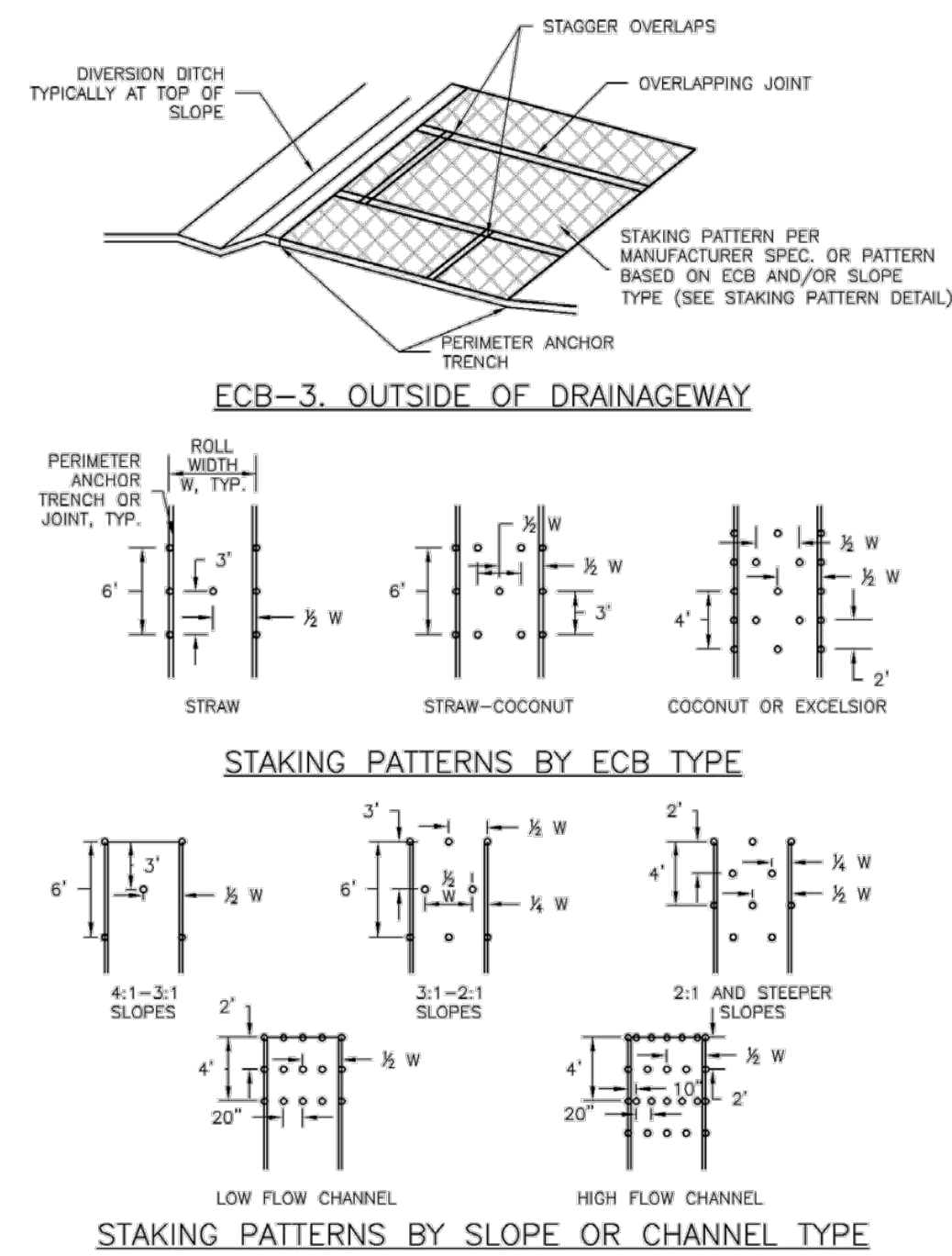
g:\my drive\mountain_civil\current_projects\2021-002_dolores_river_subdivision\cad\plansheets\final\plat\c400-detaills.dwg

Silt Fence (SF) **SC-1**



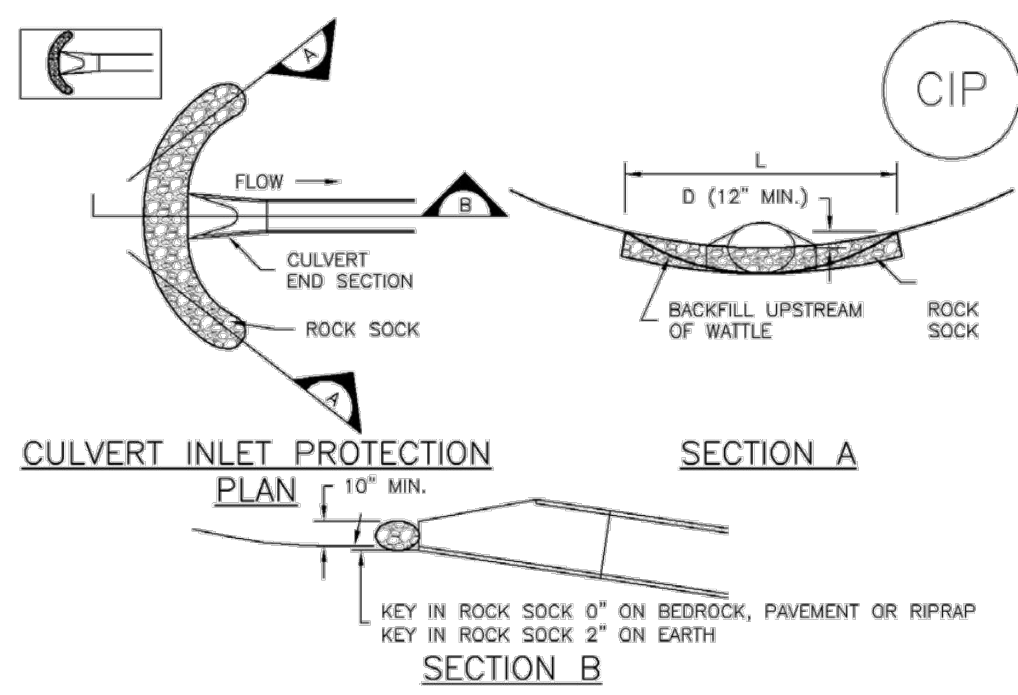
November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 SF-3

Roller Erosion Control Products (RECP) **EC-6**



November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 RECP-7

Inlet Protection (IP) **SC-6**



- CULVERT INLET PROTECTION INSTALLATION NOTES**
- SEE PLAN VIEW FOR LOCATION OF CULVERT INLET PROTECTION.
 - SEE ROCK SOCK DESIGN DETAIL FOR ROCK GRADATION REQUIREMENTS AND JOINTING DETAIL.
- CULVERT INLET PROTECTION MAINTENANCE NOTES**
- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 - FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 - SEDIMENT ACCUMULATED UPSTREAM OF THE CULVERT SHALL BE REMOVED WHEN THE SEDIMENT DEPTH IS 1/2 THE HEIGHT OF THE ROCK SOCK.
 - CULVERT INLET PROTECTION SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
- (DETAILS ADAPTED FROM AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCO STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

August 2013 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 IP-7

Temporary Outlet Protection (TOP) **EC-8**

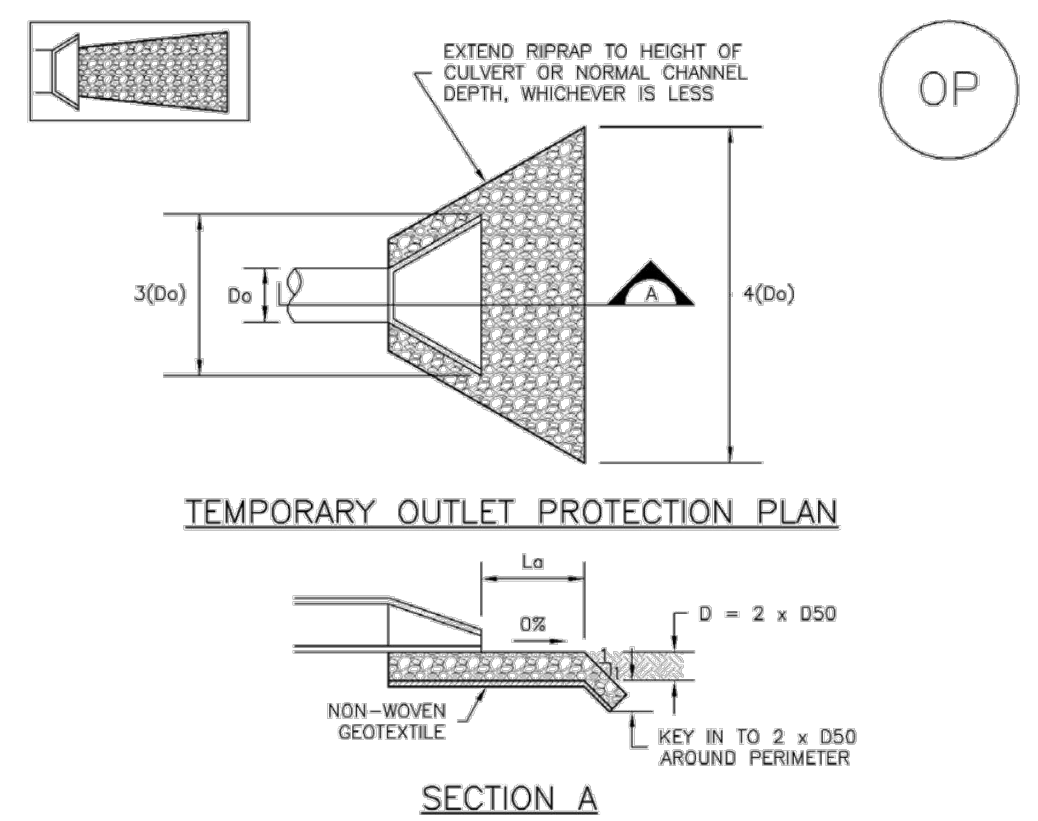


TABLE OP-1. TEMPORARY OUTLET PROTECTION SIZING TABLE

PIPE DIAMETER, D _o (INCHES)	DISCHARGE, Q (CFS)	APRON LENGTH, L _a (FT)	RIPRAP D ₅₀ MIN (INCHES)
8	2.5	5	4
	5	10	6
12	5	10	4
	10	13	6
	10	10	6
	20	16	9
18	30	23	12
	40	26	16
	30	16	9
	40	26	9
24	50	26	12
	60	30	16
	60	30	16

OP-1. TEMPORARY OUTLET PROTECTION

TOP-2 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

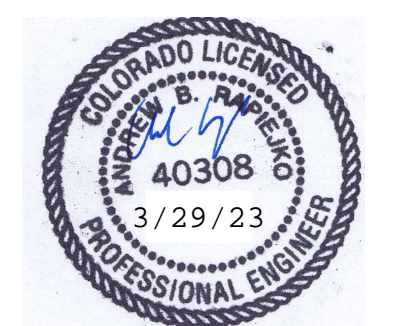
Revisions:
DATE DESCRIPTION

DOLORES RIVER TRAIL SUBDIVISION
CIVIL DETAILS
TOWN OF RICO, CO



PLAN NO.
C403

Sheet 10 of 10
Project: 2021-012
Date: 3/29/
Drawn By: ABR
Checked By:



g:\my_drive\mountain_civil_current_projects\2021-002_dolores_river_subdivision\cad\plansheets\final_plat\c400-details.dwg



Kimberly C. Perdue
Phone: (970) 422-5510
kperdue@swpropertylaw.com
www.southwestpropertylaw.com

Quality, client-focused legal services in Southwest Colorado

MEMORANDUM

TO: Town of Rico
FROM: Rebecca Gordon and Gordon Mortensen (Applicants)
DATE: August 25, 2022
RE: Dolores River Subdivision Application – Proposed Plat Note

This memorandum is submitted with the final plat application for the Dolores River Subdivision, to address conditions of preliminary plat approval promulgated by the Board of Trustees on November 16, 2022. The subject conditions related to delineation of building envelopes for the proposed subdivision lots and related plat notes to put potential lot purchasers on notice of pertinent constraints and requirements for each lot's development.

Following the Board of Trustees' conditional approval, the Applicants conferred further with the Town Manager concerning the difference constraints and entitlements respecting individual proposed lots. For example, Lot 2 will require any developer to obtain a disturbance permit before proceeding any construction or improvements. So a building envelope may be misleading given that approval of a disturbance permit is not guaranteed. And as to Lot 6, by way of further example, a building envelope outside the area of moderate avalanche hazard can be identified, yet future geohazard studies might require adjustment of the severity and location of the avalanche hazard, further requiring modification of the building envelope. Moreover, plat notes recorded at present cannot predict or provide for any future amendments to the Rico Land Use Code which might conflict with current regulations applied to identify buildable areas

Therefore, to account for the impact of future environmental studies and potential future amendments to the Rico Land Use Code, while still putting potential buyers/developers on notice that additional land use permitting may be required before construction can commence on the subdivision lots, the Applicants propose that building envelopes should not be specifically delineating on the plat, and that the plat should include the following note:

Development of any lots within the subdivision shall be subject to the terms and conditions of the Subdivision Improvements and P.U.D. Development Agreement dated _____ and recorded at reception no. _____ with the Dolores County Recorder. Development may further require an Environmental Development Permit pursuant to section

804 of the Rico Land Use Code, and/or other applicable provisions of the Rico Land Use Code as it may be amended from time to time.

**SITE SPECIFIC DEVELOPMENT AND SUBDIVISION IMPROVEMENTS
AGREEMENT**

DOLORES RIVER TRAIL PUD AND MAJOR SUBDIVISION

This SITE SPECIFIC DEVELOPMENT AND SUBDIVISION IMPROVEMENTS AGREEMENT (the "Agreement"), dated and made effective on _____, 2023 ("Effective Date"), is entered into by and between the Town of Rico, a Colorado Home Rule Municipality ("Town") and REBECCA ADAMS and GORDAN MORTENSEN or their successor in interest (collectively "Developer"). Town and Developer are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Developer owns that real property located in the Town to be known as Dolores River Trail Subdivision (the "Project"), as particularly described in the attached *Exhibit A*, which is incorporated by this reference (the "Property").

B. On _____, 2023, Developer received final planned unit development and major subdivision approval for the Project, allowing for the creation of 6 lots on a 6.036 acre site zoned Residential Planned Unit Development ("RPUD"), when the Town adopted Resolution No. _____ and the Subdivision Plat for the Dolores River Trail Subdivision (the "Plat") (collectively, the "Town Approvals").

C. The Town Approvals require Developer to enter into this Agreement regarding the construction and completion of the subdivision improvements as more particularly depicted on and described in the attached *Exhibit B* which is incorporated by this reference (the "Subdivision Improvements").

D. The Town Approvals also require that this Agreement address applicable zone district standards, satisfaction of open space requirements, and other conditions of approval as set forth below.

E. The Town, in accordance with its authority to regulate development within its boundaries, apportions to Developer the costs of public facilities serving subdivision residents through payment of fees, provision of facilities, and dedication of land and rights-of-way to the Town in order to assure that new development pays its way and does not burden the Town's fiscal resources.

F. The Town has the power to ensure the orderly subdivision and development of land, that the Town Approvals are adhered to, and that the Subdivision Improvements are completed in accordance with the Town Approvals.

G. The Parties desire to enter into this Agreement in order to guarantee the construction and conveyance of the Subdivision Improvements, to confirm the zoning and standards applicable to the use of the Property and to impose certain development requirements.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Recitals. The foregoing Recitals are incorporated by this reference as the material representations and acknowledgments of the parties.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions that Developer shall meet and the fees that Developer must pay upon subdivision of the Property, to constitute the Subdivision Improvement Agreement provided for in the Rico Land Use Code (“RLUC”), Article V § 554, and to constitute the Development Agreement provided for in the RLUC Article III § 300 *et seq.* All terms and conditions in this Agreement supplement the requirements of the RLUC, the Town Approvals, and state and federal statutes, and shall not supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Definitions. In addition to any other terms defined elsewhere in this Agreement, the capitalized terms used in this Agreement are defined as follows:

A. “Application” means the PUD and Major Subdivision Application submitted by Developer together with the plans, surveys, specifications, and all other supporting materials, documents or information submitted therewith.

B. “Public Improvements” means the improvements that Developer must construct, or install, and dedicate to the Town or the public in accordance with this Agreement including, without limitation, all drainage structures, electrical facilities, cable T.V., telephone lines, utility systems, or road improvements required by this Agreement or shown on the final subdivision plat.

C. “Subdivision Improvements” means the Public Improvements and any other improvements that Developer must construct or install in association with Developer’s activities under the Application, including, without limitation, improvements for roads, signage, landscaping, drainage improvements, or utilities required by the Town Approvals, this Agreement or shown on the final subdivision plat.

4. Fees; Cost Reimbursement. Developer shall pay to the Town any fee required pursuant to this Agreement, the RLUC or any other applicable law. Developer shall pay to the Town an amount equal to its actual costs incurred for engineering, surveying, and legal services rendered in connection with the processing and review of the Application, and the Town’s drafting, review, and execution of this Agreement. Additionally, the Developer shall reimburse the Town for recording the Final Plat and accompanying documents with the Dolores County Clerk and Recorder, and for any other fees or costs the Town incurs to process and review any permit applications, or to modify, alter, or amend this Agreement or any associated documents. Any balance due to the Town shall accrue interest at a rate of 1.5% per month if not paid within 30 days of the date of the Town’s statement or invoice to Developer. If the Town pursues collection of any past due amounts or pursues any other available remedy that relates to this Agreement, the Town shall be entitled to recover its attorneys’ fees and costs incurred in addition to the amount due and unpaid.

5. Development Conditions. Developer’s representations set forth in the Application, or during the public hearings before the Planning Commission and the Board of Trustees shall be considered conditions of approval with which the Developer shall comply. Additionally, the Town’s approval of the Application and acceptance of this Agreement is conditioned on Developer’s performance of the following:

A. Land Dedication. The Town Approvals require dedication of land to the Town pursuant to RLUC § 556. The land dedication area is identified and referenced on the Plat as “Open Space” and/or described in plat notes three (3) five (5) and six (6) which shall be conveyed to the Town by instruments recorded in Dolores County, Colorado in conjunction with recording the Town Approvals and the Plat.

B. Real Estate Transfer Assessment. Developer agrees that the sale or other transfer of each separate lot within the Project shall be subject to a Real Estate Transfer Assessment of 1% of the purchase price (the “RET Assessment”), Notwithstanding any other provision herein to the contrary, the RET Assessment shall not apply to the first sale or transfer of any lot within the Project from Developer, but the RET Assessment shall apply to each and every lot sale thereafter.

C. Privately Maintained Roads Open to the Public. The maintenance and repair of said roads shall be provided for in a Road Maintenance Agreement recorded under reception no. _____ . The Town has no obligations for the private roads within the subdivision.

D. Applicable Zoning and Design Standards. The Property is zoned RPUD and use of the Property is subject to the general design regulations contained in RLUC § 204, and the RPUD design regulations set forth in RLUC § 272, as such provisions may be amended or supplemented. Specifically,

1. Development of lots is limited to one (1) single family residence, one (1) accessory dwelling unit, and unoccupied outbuildings such as barns or detached garages;
2. The total square footage of all improvements within any lot shall be 4,500 square feet;
3. Each lot must provide two off-street vehicle spaces per dwelling unit
4. The front setback for each lot is twelve (12) feet;
5. The side setbacks for each lot are seven (7) feet;
6. The rear setback for each lot is ten (10) feet for lots 1, 3, 4, 5, and 6 and five (5) feet for lot 2.
7. No improvement shall be in excess of thirty (30) feet high, measured from pre-construction grade in accordance with RLUC § 204.6;
8. Lot owners wishing to develop their lots in a manner inconsistent with these terms may seek Town approval pursuant to applicable provisions of the Rico Land Use Code, as amended.

E. Easements. Developer shall grant such easements to the Town or the public as required in this Agreement including, without limitation, a public easement for use of and access to FS Road 422. If any additional easements are necessary for utility installation, such easements must be approved by the Town and executed and recorded in the County Records simultaneously with this Agreement.

6. Subdivision Improvements. Developer shall, at its sole expense, construct, install, and complete all of the Subdivision Improvements required by the Town Approvals, this Agreement or as shown on the final subdivision plat.

A. General Responsibility. All Subdivision Improvements required by this Agreement and shown on the Final Plat submittal shall be constructed in conformance with the Town Approvals, the RLUC, and Developer’s plans and specifications, prepared by a professional engineer, submitted with its the Final Plat application and approved by the Town, and all approved supplemental plans and specifications (collectively, the “Plans and Specifications”). The Plans and Specifications together with the estimated costs of the Subdivision Improvements are included in Exhibit B. Developer,

at its sole cost and expense, shall construct and install the Subdivision Improvements in conformance with the Plans and Specifications.



B. Timing of Completion. Developer shall complete all Subdivision Improvements in a timely manner once construction commences, and Developer shall exercise reasonable efforts to complete construction within 18 months of the Effective Date. The Town may approve an extension of the completion deadline if it receives a written request for extension prior to the expiration of the original deadline. The written request must, at a minimum, explain why construction cannot be timely completed, summarize the remaining scope of work, and specify the duration of the requested extension and the proposed completion date. Approval of an extension request satisfying the above criteria shall not be unreasonably withheld. Once the Subdivision Improvements are completed, the Town will inspect them and issue a Certificate of Occupancy or other written confirmation of approval.

C. Construction Inspection by Developer. Developer shall ensure that its certified professional engineer provides construction inspection services as necessary for said engineer to provide a stamped certification that the Improvements have been constructed in accordance with the Plans and Specifications, which stamped certification must be submitted with Developer's request for release of any portion of the performance guarantee and is otherwise a condition of the Town's acceptance of the Public Improvements.

D. Construction Observation by the Town. The Town may make engineering observations at reasonable intervals and at the Developer's expense during construction of the Improvements. An engineering inspector's observation, acquiescence in or approval of any portion of the construction, at any time prior to completion, shall not constitute Town approval of any phase of construction of the public improvements. Town approvals shall be made only after completion of construction and as set forth in this Agreement. Developer, at its own expense, shall have a Town approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is completed in conformance with the Plans and Specifications. The geotechnical engineer shall conduct inspections and testing as directed by the Town.

7. Conditions of Building Permit / Certificate of Occupancy. In addition to all requirements of this Agreement, the RLUC, and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

A. This Agreement has been recorded in the office of the Dolores County Clerk and Recorder, and a recorded copy is on file in the office of the Town Clerk.

B. The final subdivision plat has been recorded in the office of the Dolores County Clerk and Recorder, and a recorded copy is on file in the office of the Town Clerk.

C. All Public Improvements have been accepted, or a performance guarantee to secure all Public Improvements has been provided in accordance with this Agreement.

8. Performance Guarantee. Pursuant to RLUC § 554, Developer shall guarantee its performance under this Agreement by: posting a bond in favor of the Town in an amount equal to 125% of the estimated cost of the Public Improvements as set forth in Exhibit B; or by furnishing the Town with a certificate or other evidence in good and sufficient form approved by the Town Attorney of an irrevocable letter of credit issued or confirmed by a commercial banking institution authorized to do business and with offices located within the State of Colorado to secure the performance and completion of the Public Improvements required by this Agreement in an amount equal to 125% of the estimated costs set forth in Exhibit B. The original letter of credit shall be delivered to the City prior to the recordation of the Final

Plat. This Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision, issued by the International Chamber of Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

A. The Town may delay recording the Town Approvals unless and until Developer posts the bond, or the Town approves the letter of credit, as provided above.

B. Upon payment to the Town, the performance guarantee bond shall be put directly into an escrow account under the control of the Town Manager. The bond shall provide that the funds are necessary security for completion of the Public Improvements if they are not constructed or completed within 18 months of the Effective Date, and to secure Developer's performance under the warranties provided for in this Agreement. Alternatively, the letter of credit shall provide that the funds necessary to complete the Public Improvements shall be made available to the Town to draw as needed to complete the Public Improvements called for herein.

C. Upon completion of the Public Improvements, Developer may apply to the Town for partial release of the performance guarantee. Developer's application must include as-built drawings and a detailed cost breakdown of the completed Public Improvements together with its professional engineer's stamped certification that the Improvements have been constructed in accordance with the Plans and Specifications. An amount equal to 75% of the performance guarantee bond shall be released to Developer within 10 days of timely completion of the Public Improvements subject to Developer's performance of the conditions and requirements of this Agreement, and the Town Manager's approval. If the Public Improvements are not timely completed, the Town may use the performance guarantee bond to complete the Public Improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance.

D. The Town shall retain the portion of the performance guarantee bond that is not released to Developer pursuant to paragraph 8(C) above as security for Developers performance of the warranties provided for in paragraph 10 below. Upon expiration of the warranty period described in paragraph 10, Developer's correction of all defects discovered during such periods, the Town's final acceptance of the Public Improvements, the Town Manager's approval, the remainder of the performance guarantee bond shall be released to Developer.

E. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town as set forth above. The parties agree that this amount does not necessarily reflect the Town's estimate of what its actual costs would be if it were required to fund construction of the Public Improvements. If the Public Improvement costs exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

F. The parties expressly agree that Developer's preparation and submission to the Town of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the Town, and Town approval of same, are essential requirements of this Agreement. If Developer fails to provide the as-built drawings and cost summary to the Town no less than 30 days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to call upon the performance guarantee in an amount equal to 10% of the total amount set forth on Exhibit B, which amount the Town may retain as liquidated damages

due to Developer's breach. The Town shall not grant release of any portion of the bond until such as-built drawings are provided and the Town accepts the secured Public Improvements pursuant to this Agreement.

9. Acceptance; Conveyance. Within 30 days of the Acceptance Date, the Developer shall execute a quit-claim deed to the Town conveying any interests it has in the public Improvements. The Developer shall also execute a bill of sale conveying the Public Improvements to the Town, free and clear of all liens and encumbrances.

10. Warranty. Developer shall warrant any and all Public Improvements and related facilities which are conveyed to the Town pursuant to this Agreement for a period of 24 months from the Acceptance Date. As provided in paragraph 8 above, the Town may retain up to 25% of the performance guarantee bond paid pursuant to paragraph 8 above as warranty security. Developer's warranty under this provision shall include, without limitation, the following:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all Public Improvements or facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all Public Improvements or facilities so conveyed shall be free of any defects in materials or workmanship for a period of 24 months, as stated above.

11. Title Policy. Prior to the recording the Final Plat for the Property, Developer shall provide the Town a commitment for a title insurance policy, indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed by the Final Plat. Further, said title commitment, or an additional title commitment, shall show that all other property to be dedicated to the Town is free and clear of all encumbrances which would make said dedications unacceptable as the Town in its sole discretion determines. At the time of recording the Final Plat, the title insurance policy(s) shall be provided to the Town, and the premium(s) for the title insurance shall be paid by the Developer. If the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the Town shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the Town prior to recording the Final Plat.

12. Vested Rights. Pursuant to the RLUC § 110 *et seq.*, the Town and the Developer agree that the Board's final subdivision plat approval of Dolores River Trial Subdivision constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. The Board's approval of the final plat for the Property shall grant vested property rights for the Property for a period of three (3) years from the effective date of the Town ordinance approving this Agreement and the Final Plat upon the condition that the Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, the development submittal, and subject to RLUC and any other applicable law.

13. Voluntary Action of Developer. Notwithstanding any provision of RLUC, the Developer agrees that all terms and conditions of this Agreement, including specifically the payment of fees, the dedication of land, and the completion of off-site infrastructure improvements, are agreed to and constitute the voluntary actions of the Developer.

14. Breach by Developer; Town's Remedies. If Developer breaches or defaults on any term, condition, covenant or obligation under this Agreement, the Board shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare; to protect

lot buyers and builders, and to protect the citizens of the Town from hardship. The Town's remedies include:

A. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;

B. The recording with the Dolores County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled Board meeting, the Board shall either approve the filing of said affidavit or direct the Town Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the Town Manager or his designee and approved by the Board stating that the default has been cured shall remove this restriction;

C. A demand that the security given for the completion of the public improvements be paid or honored;

D. The refusal to consider further development plans within the Property; and

E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Developer 10 days' written notice of its intent to take any action under this paragraph during which ten-day period the Developer may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described in 17(B), above, has been recorded with the Dolores County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

15. Assignment. Developer may not assign this Agreement without the Town's prior written consent, which shall not be unreasonably withheld. If Developer desires to assign its rights and obligations herein, it shall first notify the Town in writing and provide the proposed assignee's written agreement to be bound by the terms and conditions of this Agreement.

16. Indemnification. Developer agrees to indemnify and hold the Town harmless from any and all claims or losses whatsoever that the Town incurs as a result of legal challenges arising from the development of the Property including, but not limited to, tort claims for nuisance or trespass, but excluding claims filed under C.R.C.P. 106(a)(4). This indemnification shall include actual attorneys' fees incurred in the event that any third party brings an action against the Town that arises from the development of the Property as described above. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims that are subject to this indemnification. Therefore, the parties agree to cooperate in full to prevent duplicative expenses incurred as a result of this indemnification.

17. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of Rico Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

18. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

19. Governing Law. This Agreement shall be construed under and governed by the laws of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in Dolores County, Colorado.

20. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the non-substantially prevailing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

21. Binding Effect. This Agreement shall extend to, inure to the benefit of, and be binding upon the Town and its successors and assigns and upon the Developer, its successors (including subsequent Developers of the Property, or any part thereof), legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Developer (subsequent transferee Developers' consent to modification(s) or release(s) shall not be required unless the modification(s) directly limit or restrict the zoning or development rights awarded to a subsequent transferee Developer's specific lot), provided, however, that subsequent modifications of this Agreement shall require the written consent of Buyer, such consent not to be unreasonably withheld; or (b) expiration of the term hereof.

22. Parties Representations. In entering into this Agreement, the Parties acknowledge and agree and represent and warrant to each other as follows: (a) that they will perform their duties and obligations in a commercially reasonable and good faith manner and that this commitment is being relied upon by each other Party; (b) that Parties will promptly provide a response to a notice when required, the response will be provided within the timeframe established and if no timeframe is stated, it shall be deemed to be 30 days and the failure to timely provide a response shall be deemed to be an approval; (c) that the Party is a duly qualified and existing entity, capable of doing business in the state of Colorado; and (d) that the Party has actual and express authority to execute this Agreement, has taken all actions necessary to obtain such authorization, the Agreement constitutes a binding obligation of the Party and the person signing below is duly authorized and empowered to execute this Agreement.

23. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

24. Severability and Further Assurances. If any term or provision or Article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

25. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.

26. Modifications and Waiver. No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto and Buyer. No waiver of any breach, term or condition of this Agreement by any Party shall constitute a subsequent waiver of the same or any other breach, term or condition.

27. Counterparts and Facsimile Copies. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile copies of any Party's signature hereon shall be deemed an original for all purposes of this Agreement.

28. Notice. notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either Party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either by Fax, Email or United States Mail (certified, return receipt requests and postage pre-paid), and addressed to the Party, at the below stated mailing address, email address or fax number. The mailing address, email address or fax number to which any notice, demand or writing may be changed by sending written notice to each Party notifying the Party of the change.

Town:

Town of Rico
 Attention: Town Manager
 P.O. Box 9
 Rico, CO 81332
townmanager@ricocolorado.gov

Developer:**With a Copy to:**

Karp Neu Hanlon, P.C.
 P. O. Drawer 2030
 Glenwood Springs, CO 81602

With a Copy to:

IN WITNESS HEREOF, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

TOWN:

Town of Rico, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado

By: _____ Date: _____, 2023
_____, Mayor

Approved as to Form:

By: _____ Date: _____, 2023
Town Attorney

ATTEST:

_____ Date: _____, 2023
_____, Town Clerk

DEVELOPER:

Rebecca Adams

Date: _____, 2023

Gordan Mortensen

Date: _____, 2023

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me by Rebecca Adams and Gordan Mortensen on _____, 2023.

Witness my hand and official seal.
My commission expires: _____

(SEAL)

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

**Hillside Lode and Hillside No 2 Patented Mining Claim 23559, Mineral Survey No. 7994, in the Rico Minig District AKA the Pioneer Mining District;
LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in [Book 399 at page 140](#);
and**

**Home Lode Patented Mining Claim 25545, Mineral Survey No. 8031, in the Rico Minig District AKA the Pioneer Mining District;
LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in [Book 399 at page 140](#);
and**

**LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in [Book 399 at page 138](#);
and**

**LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in [Book 399 at page 136](#);
and**

**LESS AND EXCEPT that portion thereof deeded in that certain Quit Claim Deed recorded June 24, 2011 in [Book 399 at page 134](#);
APN 504735100507
AND**

**Sam Patch Patented Mining Claim 25545, Mineral Survey No. 8031, in the Rico Minig District AKA the Pioneer Mining District;
LESS AND EXCEPT Lots 1, 2 and 3, Sam Patch Subdivision, according to the final plat thereof recorded in tehoffice of the Clerk and Recorder, January 3, 2005 at Reception No. 148253 is Plat Book 2 at page 144;
APN 50473500015
AND**

**Yanky Boy Patented Mining Claim 21107, Mineral Survey No. 6969, in the Rico Minig District AKA the Pioneer Mining District; APN 504735100524
all in the
County of Dolores, State of Colorado.**

EXHIBIT B
SUBDIVISION IMPROVEMENTS

Dolores River Trail Subdivision
Quantity Take Off and Public Improvement Cost Estimate
Final Plat

3-27-23

Prepared on: _____
 Prepared By: _____

Item	Unit	Unit Price	Quantity	Cost
General Conditions				
Mobilization	LS	\$ 6,000.00	1	\$ 6,000.0
Subtotal General Conditions				\$ 6,000.0
Site Preparation				
Clearing/Grubbing/Demo/Site Prep	SF	\$ 0.35	48,200	\$ 16,870.0
Cut	CY	\$ 10.00	2,493	\$ 24,930.0
Fill	CY	\$ 10.0	665	\$ 6,650.0
Import	CY	\$ -	- 0	\$ -
Export	CY	\$ 7.0	1,827	\$ 12,789.0
Subtotal Site Preparation				\$ 61,239.0
Access Improvements				
CDOT Class 6 Road Base	CY	\$ 55.0	255	\$ 14,025.0
CDOT Class 2 Road Base	CY	\$ 55.0	237	\$ 13,035.0
Recompacted Subgrade	CY	\$ 5.0	1,020	\$ 5,100.0
Salvage and reuse existing Road Base(use as Class 2)	CY	\$ 25.0	188	\$ 4,700.0
Boulder Site Wall - 4' max height	SFF	\$ 25.0	480	\$ 12,000.0
Native Seed and Site Restoration	SF	\$ 2.0	2,500	\$ 5,000.0
Subtotal Access Improvements				\$ 53,860.0
Utilities				
Storm Sewer				
29" x 45" Arch CMP	LF	\$ 390.0	48	\$ 18,720.0
29" x 45" Arch CMP Flared End Sections	EA	\$ 2,000.0	4	\$ 8,000.0
18" Dia. Culvert	LF	\$ 110.0	48	\$ 5,280.0
Type VH Rip Rap (Native from road/utility excavation)	CY	\$ 150.0	41	\$ 6,150.0
Type VL Rip Rap (Native from road/utility excavation)	CY	\$ 150.0	2	\$ 300.0
Water Main				
Connect to Existing	EA	\$ 7,000.0	1	\$ 7,000.0
6" Dia. Gate Valve	EA	\$ 2,800.0	1	\$ 2,800.0
6" Bend w/ Thrust Block	EA	\$ 1,200.0	8	\$ 9,600.0
6" Dia. Main and Fittings	LF	\$ 95.0	992	\$ 94,240.0
ARV/Vac in Meter Pit	EA	\$ 5,500.0	1	\$ 5,500.0
3/4" Dia. Water Service to Curb Stop	EA	\$ 4,000.0	6	\$ 24,000.0
Fire Hydrant Assembly and Tee, Valve	EA	\$ 21,000.0	2	\$ 42,000.0
Franchise Utilities				
Electric Conduit, Pull Boxes, and Trench (Per SMP Requirements)	LF	\$ 25.0	1,072	\$ 26,800.0
Subtotal Utilities				\$ 250,390.0
			Subtotal	\$ 365,489
			Contingency (25%) of Subtotals	\$ 91,372
			Total Hard Cost including Contingency	\$ 456,861

Notes

- 1) Line items quantities preliminary and subject to revision
- 2) 25% Contingency included per Town of Rico SIA requirements

Disclaimer: This information was prepared by on good faith by the Engineer using best judgement as a professional familiar with the construction industry and actual project costs shall be obtained through private bid solicitation by the owner. The client acknowledges that the Engineer has no control over the costs of said labor, materials, equipment, means and methods, bidding environment, unidentified field conditions, inflation, deflation or an other factors that may influence the actual cost of the project at the time of execution. The Engineer does not warrant or represent that construction bids or negotiated prices will not vary for this project.

Andrew Rapiejko, PE

Date

RECREATIONAL TRAIL EASEMENT

This RECREATIONAL TRAIL EASEMENT ("Agreement") is made and entered into by and between the Town of Rico, a Colorado home rule municipality and political subdivision of the State of Colorado ("Grantee"), whose legal address is PO Box 9, Rico, Colorado 81332, and Rebecca Adams and Gordon Mortensen (collectively "Grantor"), whose legal address is P.O. Box 148 Rico, Colorado 81332. Grantee and Grantor may sometimes singularly be referred to as a "Party" or collectively be referred to as the "Parties."

RECITALS:

A. Grantor is the owner of real property described on that Warranty Deed dated March 31, 2021 and recorded with the Dolores County Recorder under Reception no. 170528, located within the Town of Rico, State of Colorado ("Grantor's Property").

B. Grantor is the developer of the Dolores River Trail Subdivision ("Subdivision"), as described on the plat recorded with the Dolores County Recorder under Reception no. _____ ("Plat"), which legally subdivides a portion of Grantor's real property as shown on the Plat.

C. For the benefit of the public and pursuant to section 556 of the Rico Land Use Code and the Site Specific Development and Subdivision Improvement Agreement recorded on _____, 2023 at reception no. _____ Grantor and Grantee desire to establish a perpetual, nonexclusive public trail easement, over and across Grantor's Property, twenty (20) feet in width, in the location shown on the Plat (the "Trail Easement").

D. The real property burdened by the Trail Easement is not a common element of the Dolores River Subdivision. Legal title to the real property burdened by the Trail Easement shall remain vested in Grantor even after all lots created within the Subdivision are conveyed to Grantor's successor(s). Any of Grantor's real property burdened by the Trail Easement and not included within the Subdivision shall collectively be referred to herein as "Grantor's Property."

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

AGREEMENTS:

1. Grant of Trail Easement. Grantor hereby grants, quitclaims, conveys, assigns, establishes, and creates to and for the benefit of Grantee, for Grantee's and the public's use and the use of Grantee's agents, contractors, and employees, the perpetual, non-exclusive public recreational trail easement as shown on the Plat for pedestrian, bicycle, equestrian, and other non-motorized travel; emergency access (including motorized emergency vehicles); utility installation and maintenance; and trail maintenance (including with motorized equipment), within the Trail Easement. In granting the Trail Easement, Grantor expressly represents, and Grantee acknowledges, that Grantor does not: (a) extend any assurances that the Trail Easement area is safe for any purpose; (b) confer

upon any person using the Trail Easement the legal status of an invitee or licensee to whom a duty of care is owed by Grantor; or (c) assume any responsibility or incur any liability for any injury to person or property or for the death of any person caused by an act or omission of such person.

2. Restrictions on Use. Grantee may access the Trail Easement for design, construction, maintenance, removal, re-design, re-construction, patrol, enforcement, emergency access, noxious weed control, and other purposes associated with the access, use, management, and maintenance of the public trail for passive recreational use by the public. Grantee shall have the right to access the Trail Easement, including by motorized vehicles, for activities specific to trail construction, maintenance and management and for any purpose associated with Grantee's rights and responsibilities under this Agreement; however, public access and use shall be confined to the Trail Easement and shall be limited to non-motorized passive recreational uses only.

Public use of the Trail Easement may include the following non-motorized, passive recreational uses together with all rights and privileges necessary or incidental to the reasonable and proper use of the Trail Easement by the public: hiking (including trail running), mountain biking and horseback riding. Grantee reserves the right, in its sole discretion, to restrict the public from engaging in certain passive recreational uses in the Trail Easement. Public use shall be subject to rules and regulations set and enforced by the Grantee. Grantee shall be permitted to install signage within the Trail Easement to identify trail location, notify the public of the application of the rules and regulations, and alerting the public to the fact that the property adjacent to the Trail Easement is private property and not to be entered by the public.

Motorized travel, vehicles, or devices (except emergency and maintenance vehicles and as provided in paragraphs 4 and 5, below); camping; fires; hunting; livestock; and parking uses shall not be permitted in the Trail Easement.

3. Grantor's Rights. Grantor reserves the right of ownership, use, and occupancy of Grantor's Property burdened by the Trail Easement, insofar as Grantor's ownership, use, and occupancy does not materially impair Grantee's use of the Trail Easement and consistent with the rules and regulations referenced in Section 2 of this Agreement. Without limiting the foregoing, Grantor may install utility and cable lines, paving, landscaping, fencing, and other improvements so long as the same do not interfere with Grantee's use of the designated Trail Easement area on Grantor's Property. Moreover, Grantor may use motorized vehicles or devices within the Trail Easement area; remove or plow snow from the Trail Easement, and nothing in this Agreement shall be construed to limit Grantor's right to modify the circulation of automobile or pedestrian traffic within Grantor's Property, provided that use of the Trail Easement is not materially diminished, unreasonably interfered with, or causing a violation of applicable law.

4. Trail Relocation. The Trail Easement may be relocated to another portion of Grantor's Property upon mutual written agreement of the Parties. In the event that the Trail Easement is relocated, Grantor shall be authorized to record a modification/supplement to this Agreement revising the Trail Easement area, which Grantee shall promptly execute and deliver to evidence such relocation, which consent and delivery shall not be unreasonably withheld, delayed or otherwise conditioned. Grantor's and/or Grantee's use of motorized vehicles, equipment, or

devices for the purpose of Trail Easement relocation shall be only to the extent necessary and only as approved by Grantor at Grantor's discretion.

5. Maintenance of Trail Easement Area; Grooming. Grantee, at its sole cost and expense, shall be responsible for maintaining the trail, other trail improvements, and utilities located in the Trail Easement in reasonably good condition. During the months of November through March each winter, Grantee shall be permitted to use motorized vehicles to groom the trail for Nordic recreation, including but not limited to Nordic skiing, snow shoeing, fat biking and other non-motorized use ("Nordic Grooming"). Nordic Grooming may only occur between the hours of 8am and 9pm. Otherwise, motorized tools, vehicles and equipment may be used for trail maintenance and improvements (including utility installation, maintenance, and removal) only upon prior notice to Grantor and only with Grantor's prior approval, which Grantor shall not unreasonably withhold.

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

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

To Grantor:

To Grantee:

11. Landowner Protection Statutes; Indemnification. In granting and accepting the recreational Trail Easement, the Parties intend to avail themselves of the maximum immunities, benefits and protections available to each of them pursuant to the public recreational use statute, C.R.S. §33-41-101 *et seq.*, the Colorado landowner liability statute, C.R.S. §13-21-115, and the Colorado Governmental Immunity Act, C.R.S. §24-10-114 (collectively the "Colorado Landowner Protection Statutes"). Nothing in this Agreement is intended to waive any limits on liability afforded to the Parties under the Colorado Landowner Protection Statutes. By granting the Trail Easement, Grantor shall have no obligation to repair, clear or otherwise maintain the Trail Easement area, or to insure or indemnify Grantee or the public for any injury, claim or damage to any person or property whether alleged to have occurred as a result of use of the Trail Easement for public non-motorized trail or otherwise, or due to the condition of the road or trail, unless the need therefore is caused by Grantor, in which case Grantor shall perform the maintenance or care so required. To the extent allowed by law, Grantee hereby agrees to defend, indemnify, and hold harmless Grantor and

Grantor's heirs, successors and assigns to the full extent allowed under Colorado law, from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs and expenses of any kind or nature (including those involving death, personal injury or property damage including reasonable attorney's fees) arising from or incurred in any way in connection with the use of the Trail Easement by anyone, including members of the general public, excepting any such claims or losses which may arise from the willful, intentional, reckless, or negligent acts of Grantor, its agents or employees, or other claims as described in CRS §33-41-104(1). Grantee may satisfy this obligation by maintaining comprehensive public entity liability insurance coverage to which the Grantor is named as an additional insured, pursuant to paragraph 14, below.

12. Insurance. Grantee shall obtain and maintain insurance, to the extent reasonably available, and name Grantor as an additional insured on its general liability insurance policy, which shall cover those claims and liabilities arising in connection with any and all uses of the Trail Easement by Grantee, its citizens, residents, visitors, licensees and invitees and any other person. The limits of such insurance coverage must meet or exceed liability limits allowed from time to time under the Colorado Governmental Immunities Act ("Insurance Coverage"). Upon written request from Grantor, Grantee shall provide a certificate of the Insurance Coverage. The Insurance Coverage shall provide that Grantor shall receive notice of cancellation of Grantee's policy at least 30 days prior to its termination. Without limiting Grantee's Insurance Coverage obligations, Grantor may also obtain and maintain its own insurance coverage.

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

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

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

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

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

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

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

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of law principles.

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

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

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

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

25. Recording. This Easement and any amendments hereto shall be recorded in the offices of the Clerk and Recorder of Dolores County, Colorado.

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

GRANTEE:

Town of Rico

By: _____
_____, Mayor

STATE OF COLORADO)
COUNTY OF DOLORES)

Subscribed to and acknowledged before me this ____ day of _____, 2023 by Nicole Pieterse as Mayor of the Town of Rico, a home rule municipality and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

DRAFT

GRANTOR:

Rebecca Adams

Gordon Mortenson

STATE OF _____)

COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023 by
Rebecca Adams and Gordon Mortenson

Witness my hand and official seal.
My commission expires: _____

Notary Public

DRAFT

 ROAD EASEMENT AND
MAINTENANCE AGREEMENT

This ROAD EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into by and between Rebecca Adams and Gordon Mortensen whose address is P.O. Box 148 Rico, Colorado 81332, and their successors and assigns (“Developer”); and Sheryl H. Merritt Living Trust dated October 7, 2011, whose legal address is P.O. Box 156 Dolores, Colorado 81323, and its successors and assigns (“Merritt”) who may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS Developer received approval from the Town of Rico (the “Town”) to subdivide real property located within the Town and known as Dolores River Trail Subdivision (“Subdivision”), as depicted on the Subdivision Plat for the Dolores River Trail Subdivision recorded in Dolores County, Colorado on _____ 2023 at Reception No. _____ (the “Plat”), pursuant to Resolution No. _____ and the Site Specific Development and Subdivision Improvement Agreement recorded on _____, 2023 at Reception No. _____ ; and

WHEREAS Developer is the current owner of Lots 2, 3, 4, 5, and 6 of the Subdivision (“Lots 2-6”) as shown on the Plat and more particularly described on the attached Exhibit A. Merritt is the owner of real property described on the attached Exhibit B (“Merritt Parcel”). The Merritt Parcel is not part of the Subdivision;

WHEREAS the Merritt Parcel and Lots 2-6 each take primary access off the Dolores River Trail, a forty (40) foot right of way as shown on the Plat; and


WHEREAS Developer and Merritt, for themselves and their successors and assigns, wish to grant mutual use and access easements across Lots 2-6 and the Merritt Parcel and to make this Agreement regarding their and their successors’ and assigns’ respective uses, rights and duties as provided in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Grant of Easements.

a. Lots 2-6 Easement. Developer hereby grants, conveys and creates to and for use and benefit of the Merritt Parcel, with warranty of title, a perpetual, non-exclusive easement, totaling 40 feet in width, across, over, upon, under and through portions of Lots 2-6 as depicted on the Plat and as described in the legal description for Lots 2-6 Easement attached as Exhibit C (the “Lots 2-6 Easement”) for access to and from the Merritt Parcel, and for the placement, use, maintenance and repair of underground

utility lines.

b. Merritt Parcel Easement.  Merritt hereby grants, conveys and creates to and for use and benefit of Lots 2-6 of the Subdivision, with warranty of title, a perpetual, non-exclusive easement, totaling 40 feet in width, across, over, upon, under and through portions of the Merritt Parcel as depicted on the Plat and as described in the legal description for the Merritt Parcel Easement attached as Exhibit D (the "Merritt Parcel Easement") for access to and from Lots 2- 6 of the Subdivision, and for the placement, use, maintenance and repair of underground utility lines.

c. Dolores River Trail. The Lots 2-6 Easement and the Merritt Parcel Easement are collectively designated on the Plat, and are collectively referred to herein as "Dolores River Trail" or the "Easement".

2. Use. The Easement shall be used for pedestrian and vehicular ingress and egress and for providing underground utility service for the benefit of Lots 2-6 and the Merritt Parcel, for road construction, maintenance, repair, or improvement of Dolores River Trail, and for drainage, snow removal and snow storage; provided such uses do not unreasonably interfere with use of Lots 2-6 or the Merritt Parcel including, without limitation, use of Dolores River Trail, by the Owners thereof. The owners of Lots 2-6 and the Merritt Parcel, and their guests, invitees, employees, agents, tenants, or contractors are permitted to use the Easement. No activity within the Easement shall negatively affect the drainage flow on, over, across, or under the Dolores River Trail or any other portion of the Subdivision. Gates or fences that may impede use of Dolores River Trail are prohibited. No person shall park a vehicle on Dolores River Trail except for the owners of Lots 2-6 and Merritt, and their guests and invitees, nor shall any obstructions be made within Dolores River Trail except so long as may be reasonably necessary to load and unload. No noxious or offensive activity shall be carried on upon any part of the Easement, nor shall anything be done or placed on or in any part of Dolores River Trail which is or may become a nuisance, disturbance, annoyance to others or violation of applicable law. No activity shall be conducted on any part of Dolores River Trail that may be unsafe or hazardous to any person or property. Access is also permitted for emergency vehicles, school buses, and governmental officials while on official business. Any utility lines and associated utility equipment will be placed underground. Utility lines and equipment serving lots 2-6 or the Merritt Parcel individually shall be maintained and repaired at the sole cost and expense of the owner of the lot or parcel those lines and equipment serve.

3. The Parties' grant of the Easement shall run with the land and benefit and burden the real property of the Parties' successors and assigns, specifically including the successors to Lots 2-6 as shown on the Plat.

4. Reservation of Rights. Exclusive use of the Easement is not granted. Developer and Merritt each expressly reserve the right to use those portions of the Easement that are located on their respective properties so long as exercising such right does not impair the rights granted to the Owners of other Lots within the Subdivision or

the Merritt Parcel pursuant to this Agreement.

5. Developer shall retain its Easement over the Dolores River Trail to benefit Developer's real property adjoining the Subdivision – including but not necessarily limited to those portions of the property described on Exhibit A not platted as part of the Subdivision – even after Developer has conveyed Lots 2-6 to its successors in interest and Developer is thus no longer a party to this Agreement.

6. Development of the Easement into usable access for the Parties in compliance with all applicable federal, state, and local laws, regulations, and ordinances, shall be performed by Developer in accordance with that Subdivision Improvements and P.U.D. Development Agreement dated _____ (“SI/PUD DA”) and recorded with the Dolores County recorder under reception no. _____.

7. Upon completion of Developer's construction obligations set forth in the SI/PUD DA, the Parties covenant and agree that responsibility for all future and ongoing maintenance, repair or replacement of the Easement and improvements constructed therein shall be shared equally among the owners of Lots 2-6 and the Merritt Parcel, according to the provisions set forth below:

a. Maintenance of the Easement and improvements therein shall include, but shall not necessarily be limited to:

- i. grading;
- ii. graveling;
- iii. paving (if needed);
- iv. maintenance of all culverts located near or under the Easement;
- v. maintenance of utility main lines installed by Developer pursuant to the SI/PUD DA, except to the extent the Town assumes responsibility for any such main lines;
- vi. snow removal;
- vii. mitigation of weeds in the Easement right of way;

(hereinafter “Maintenance”).

b. Notwithstanding the description of activities understood by the Parties to comprise Maintenance, the Parties further agree that Maintenance shall not include:

- i. construction of or repairs to driveways or gates associated particularly with any of Lots 2-6 or the Merritt Parcel;
- ii. construction of or repairs to utility lines serving individually any of Lots 2-6 or the Merritt Parcel.

- iii. repairs to any utility main lines constructed within the Easement by the Town of Rico.

The Parties and the Town may enter onto and work within the Easement to perform any of the activities listed at section 5.b.i-iii, but shall bear their own associated expenses.

c. Merritt shall prepare an annual budget for cost of the Maintenance, including line items for each of the Maintenance items listed above at section 5.a.i-vii described. Merritt shall provide the annual budget to the owners of lots 2-6 for discussion and approval.

d. Merritt shall establish and hold a checking account at a financial institution mutually agreeable to the Parties.

e. Upon completion of Developer's construction obligations set forth in the SI/PUD DA, and annually thereafter, the Parties shall deposit in that checking account an amount equal to the budget as adjusted annually in accordance with section 5.f below. Each Party's contribution shall be pro rata to the number of properties each holds that are subject to this Agreement, i.e., one sixth (1/6) of the total annual budget per property. Merritt shall make account statements, invoices, receipts and other pertinent records available to any other Party upon request.

f. Merritt shall review annually the budget prepared in accordance with section 5.c above and adjust the budget as deemed necessary. Upon the completion of such annual review and adjustment, and approval, the Parties shall contribute monies pro rata to their Maintenance expenses, to be deposited into the account described above at section 5.d.

g. Should unanticipated and/or emergent expenses not provided for in the annually updated budget occur, then Merritt shall prepare an update to the previously approved annual budget and provide that update to the owners of lots 206 for discussion and approval. Upon approval, shall make additional pro rata contributions sufficient to satisfy the unanticipated expense(s).

h. Should any specific Party or Parties' actions or omissions cause damage to the Easement or culverts near or under the Easement, that Party or those Parties shall be individually and/or jointly and severally liable, as applicable, for the cost of any required repairs, and such costs shall not be allocated pro rata to all Parties to this Agreement.

i. Each Party has an obligation to participate in good faith with this Agreement's terms and requirements, which obligation includes corresponding as needed with other parties and contributing timely each's annual pro rata share of Maintenance costs. Any Party failing to participate in good faith shall be

individually liable to the other parties for any remedies available at law or equity.

j. The Parties may, but are not required to, incorporate a Road Maintenance Association and adopt bylaws to administer the Parties' responsibilities set forth in this Agreement and/or to obtain liability insurance coverage respecting the Parties' and their invitees' and licensees' use of the Easement.



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

9. The Parties further covenant to keep the Easement free and clear of all liens, claims, and encumbrances on the burdened properties.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any actions hereunder shall be in the courts of Dolores County, Colorado, and Colorado appellate courts, if necessary. In any enforcement action hereunder, the prevailing Party shall be entitled to an award of its reasonable costs and attorney fees.

11. This Agreement shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Parties, their successors, and assigns.

12. This Agreement represents the entire and integrated agreement between the Parties relative to its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Digital and emailed signatures shall have the same force and effect as original signatures.

14. All notices required or permitted under this Agreement shall be in writing and shall be either personally served, sent by overnight courier service, first class mail postage prepaid, or by email at such addresses and numbers the parties may provide to each other in writing. Any such notice shall be deemed effective when: (a) such notice is actually received, if notice is personally served; (b) one day following notice being delivered to an overnight courier service; (c) three days following the date of deposit in the United States mail; or (d) upon verification of transmission if sent by email. A Party's address may be changed by written notice to the other Parties provided, however, that no notice of a change of address shall be effective until actual receipt of such notice by all other Parties.

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

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

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

18. Original signatures of the Parties hereto on copies of this Agreement transmitted by facsimile or e-mail shall be deemed originals for all purposes hereunder and such copies shall be binding on all Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Access and Utility Easement Agreement effective as of the last date below written:

Rebecca Adams

Sheryl H. Merritt Living Trust dated
October 7, 2011

By: _____

Gordon Mortensen

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this
_____ day of _____, 2023, by

_____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this
_____ day of _____, 2023, by
_____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this
_____ day of _____, 2023, by
_____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

FOREST ROAD EASEMENT

This FOREST ROAD EASEMENT ("Agreement") is made and entered into by and between the Town of Rico, a Colorado home rule municipality and political subdivision of the State of Colorado ("Grantee"), whose legal address is PO Box 9, Rico, Colorado 81332, and Rebecca Adams and Gordon Mortensen (collectively "Grantor"), whose legal address is P.O. Box 148 Rico, Colorado 81332. Grantee and Grantor may sometimes singularly be referred to as a "Party" or collectively be referred to as the "Parties."

RECITALS:

A. Grantor is the owner of real property described on that Warranty Deed dated March 31, 2021 and recorded with the Dolores County Recorder under Reception no. 170528, located within the Town of Rico, State of Colorado ("Grantor's Property").

B. Grantor is the developer of the Dolores River Trail Subdivision ("Subdivision"), as described on the plat recorded with the Dolores County Recorder under Reception no. _____ ("Plat"), which legally subdivides a portion of Grantor's real property as shown on the Plat.

C. For the benefit of the public and pursuant to section 556 of the Rico Land Use Code, and the Site Specific Development and Subdivision Improvement Agreement recorded on _____, 2023 at reception no. _____, Grantor and Grantee desire to establish a perpetual, nonexclusive public easement over and across Grantor's Property for use and access to United States Forest Land, twenty (20) feet in width, in the location shown on the Plat (the "FS Easement").

D. The real property burdened by the FS Easement is not a common element of the Dolores River Subdivision. Legal title to the real property burdened by the Easement shall remain vested in Grantor even after all lots created within the Subdivision are conveyed to Grantor's successor(s). Any of Grantor's real property burdened by the Trail Easement and not included within the Subdivision shall collectively be referred to herein as "Grantor's Property."

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

AGREEMENTS:

1. Grant of FS Easement. Grantor hereby grants, quitclaims, conveys, assigns, establishes, and creates to and for the benefit of Grantee, for Grantee's and the public's use and the use of Grantee's agents, contractors, and employees, the perpetual, non-exclusive public FS Easement in and to, over, under and across a portion of Grantor's property for the construction, use, maintenance, replacement, improvement or removal of a public forest road (the "Forest Road") for recreational uses, as more fully set forth below, together with all rights and privileges necessary or incidental to the reasonable and proper use of the Easement by Grantee and the public. In granting the

FS Easement, Grantor expressly represents, and Grantee acknowledges, that Grantor does not: (a) extend any assurances that the FS Easement area is safe for any purpose; (b) confer upon any person using the Easement the legal status of an invitee or licensee to whom a duty of care is owed by Grantor; or (c) assume any responsibility or incur any liability for any injury to person or property or for the death of any person caused by an act or omission of such person.

2. Restrictions on Use. Grantee may access the FS Easement for design, construction, maintenance, removal, re-design, re-construction, patrol, enforcement, emergency access, noxious weed control, and other purposes associated with the access, use, management, and maintenance of the Trail for passive recreational use by the public. Grantee shall have the right to access the FS Easement, including by motorized vehicles, for activities specific to trail construction, maintenance and management and for any purpose associated with Grantee's rights and responsibilities under this Agreement

Public use of the FS Easement may include the following passive recreational uses together with all rights and privileges necessary or incidental to the reasonable and proper use of the FS Easement by the public: motorized ingress and egress, hiking (including trail running), mountain biking and horseback riding. Grantee reserves the right, in its sole discretion, to restrict the public from engaging in certain passive recreational uses in the FS Easement. Public use shall be subject to rules and regulations set and enforced by the Grantee. Grantee shall be permitted to install signage within the FS Easement to identify trail location, notify the public of the application of the rules and regulations, and alerting the public to the fact that the property adjacent to the FS Easement is private property and not to be entered by the public.

Camping; fires; hunting; livestock; and parking uses shall not be permitted in the FS Easement.

3. Grantor's Rights. Grantor reserves the right of ownership, use, and occupancy of Grantor's Property burdened by the FS Easement, insofar as Grantor's ownership, use, and occupancy does not materially impair Grantee's use of the FS Easement and consistent with the rules and regulations referenced in Section 2 of this Agreement. Without limiting the foregoing, Grantor may install utility and cable lines, paving, landscaping, fencing, and other improvements so long as the same do not interfere with Grantee's use of the FS Easement on Grantor's Property. Moreover, Grantor may remove or plow snow from the Easement, and nothing in this Agreement shall be construed to limit Grantor's right to modify the circulation of automobile or pedestrian traffic within Grantor's Property, provided that use of the Easement is not materially diminished, unreasonably interfered with, or causing a violation of applicable law.

4. Easement Relocation. The Easement may be relocated to another portion of Grantor's Property upon mutual written agreement between Grantor, Grantee, and the United States Forest Service. In the event that the Easement is relocated, Grantor shall be authorized to record a modification/supplement to this Agreement revising the Easement area, which Grantee shall promptly execute and deliver to evidence such relocation, which consent and delivery shall not be unreasonably withheld, delayed or otherwise conditioned.

5. Improvement and Maintenance of Easement Area. Grantee shall be responsible for all design and construction costs of the trail and shall thereafter be solely responsible for any repairs or maintenance of the Trail and the costs thereof and shall be responsible for responding to public concerns within the FS Easement. Grantor shall have no responsibility to maintain the area burdened by the Easement or any equipment or infrastructure installed within or beneath the Easement.

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

To Grantor:

To Grantee:

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

8. Insurance. Grantee shall obtain and maintain insurance, to the extent reasonably available, and name Grantor as an additional insured on its general liability insurance policy, which shall cover those claims and liabilities arising in connection with any and all uses of the Easement by Grantee, its citizens, residents, visitors, licensees and invitees and any other person. The limits of such insurance coverage must meet or exceed liability limits allowed from time to time under the Colorado Governmental Immunities Act (“Insurance Coverage”). Upon written request from Grantor, Grantee shall provide a certificate of the Insurance Coverage. The Insurance Coverage shall provide that Grantor shall receive notice of cancellation of Grantee’s policy at least 30 days prior to its termination. Without limiting Grantee’s Insurance Coverage obligations, Grantor may also obtain and maintain its own insurance coverage.

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

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

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

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

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

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

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

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of law principles.

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

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

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

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

2. Recording. This Easement and any amendments hereto shall be recorded in the offices of the Clerk and Recorder of Dolores County, Colorado.

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

GRANTEE:

Town of Rico

By: _____
_____, Mayor

STATE OF COLORADO)
COUNTY OF DOLORES)

Subscribed to and acknowledged before me this ____ day of _____, 2023 by _____ as Mayor of the Town of Rico, a home rule municipality and political subdivision of the State of Colorado.

Witness my hand and official seal.
My commission expires: _____

Notary Public

GRANTOR:

Rebecca Adams

Gordon Mortenson

STATE OF _____)

COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2023 by
Rebecca Adams and Gordon Mortenson

Witness my hand and official seal.

My commission expires: _____

Notary Public

DRAFT

Dear Rico Town Staff and Board of Trustees,

Please accept these comments in reference to the final plat of the Dolores River Trail subdivision.

First, I would like to acknowledge the tremendous work the applicants have put into the planning, design, and public hearings for this proposed subdivision. The process one must go through in order to prepare and subdivide a parcel of land into 6 lots, in a high altitude environment, with various environmental hazards and sensitive areas, is not something I'd like to "try at home".

At the same time I will echo the sentiment an individual had at the preliminary plat planning commission hearing where he mentioned that the density seemed too high and some of the lots were marginal when it came to building sites. Rather than leave it at that I visualize this subdivision, with 6 RPUD units, land dedication, and environmental limitations as trying to fit too many items into a small box. Each time the plat is adjusted, lot lines need to be adjusted to maintain compliance with RPUD standards.

In this case, lot 1 *seems* to fall under the 22,000 sq ft requirement at 0.495 acres and 21,562 sq ft. I am not aware of any variance or agreement that is in place for this lot. It falls short by a small amount and certainly some tweaking of the plat lines might remedy this but this is not at the heart of my concern.

The broad issue I am mulling over is the intent that the RPUD zoning and standards are meant to have. PUDs in general are formed to allow flexibility of zoning and land use for each unique development. In Rico, the case for zoning large portions of land as RPUD was to allow development, but due to the environmental limitations present and a lack of clarity at the time on how to deal with these parcels, institute a process of analyzing each piece of land when it comes to subdividing. RPUD was also meant to have less dense development requiring 22,000 sq ft per lot as opposed to 5000 sq ft that a residential lot needs for building. To prevent what I would describe as "gerrymandering" of lots to reach the 22,000 sq ft criteria, I believe in part, section 306.2 of the land use code was developed.

306.2 All areas which are inappropriate for development, including but not limited to: steep slopes, areas affected by geologic hazards, wetlands, and other areas of state and local interest, are included in the Open Space Zone District. All areas included in the Open Space Zone District which are not dedicated to the Town are held in common ownership by an owners" association and the owners" association is responsible and liable for the maintenance and oversight of all common open space areas.

Using land that is unsuitable for development but counts towards the size of lots, such as in a long lot layout or a radial pattern where developable land is the nucleus from where all lots originate, is not the intent of the RPUD zoning regulations as I see it. Put another way, a 5 acre parcel with 2 acres of wetland should not support the same number of developable lots as the same size parcel without a wetland, all else being equal.

While the applicants have not taken a radical approach to forming the shape of their lots, the very discussion of building envelopes or no build zones for lots 1, 2, and 6 are at odds with the town staff's determination that section 306.2 of the land use code has been met from my interpretation.

If my analysis is correct, it does not preclude the applicants from continuing to develop with a similar number of lots but would require them, without a variance to the land use code, to dedicate as

communal subdivision open space areas with environmental limitations that have been identified in lots 1, 2, and 6, form smaller individual parcels, and rezone as residential. While the number of developments could stay more or less the same, the overall combined building footprint is reduced in size.

The idea of rezoning, in general, is more typical of the way the PUD processes works versus this circular process of going through the PUD process only to be forming lots with PUD zoning, but that is a topic for another discussion.

A land use code is not meant to be a completely rigid document that accounts for all possible scenarios but the more it spells out the governing rules and regulations, the less chance there is for arbitrary decisions and favoritism. **Decisions regarding this development will set precedent going forward.** I ask town staff to discuss their determination that the application is in compliance with section 306.2 of the land use code at the next public hearing and if that determination holds, then address concerns about the size for lot 1 of the plat.

Thank you for consideration of these comments,

Matt Schiff

To: Rico Board of Trustees, Town Staff, and Dolores River Trail applicants

In response to the latest development plan for the Dolores River Trail subdivision, I would like to propose some guidelines for how the lots are developed. The two issues I would like to address are housing shortage and housing size.

The town has typically been developed with the maximum size house adhering to the residential guidelines of 3250 square feet. That is a large enough house for almost any family and keeps the appearance of the town in balance. There are many others concerned about the size of the housing that could be built on this development and how it will benefit the community, and it is unfortunate they have not chosen to make that opinion public.

There is also a housing shortage problem largely driven by the proximity to Telluride. If/when this subdivision gets its final approval, I hope it offers the best benefit to the town. Having ADUs as long-term rentals can help with the housing shortage.

The idea I propose to be included in the site development plan that incorporates all of these thoughts is as follows:

1. The main single family residence is limited to 3250 square feet if it does not include a long-term ADU rental on the premises.
2. All secondary structures over 250 sq feet must include a long-term ADU rental.
3. In all cases, long-term ADU rentals are encouraged, whether attached or detached.

I know this idea may not be perfect, but I think it is a good blend between house sizes and offering something to the community. It is a proposal similar to ordinances other mountain towns have adopted in response to the housing shortage. It also offers owners a source of steady income not subject to seasonality and economic cycles that "airbnb" type rentals do.

Without further guidelines, the price tag of the lots along with a proposed maximum size of 4500 sq feet, the Dolores River Trail subdivision will be an unprecedented move towards the gentrification of Rico. I hope the board of trustees and applicants consider this idea for the site development plan.

Christina Schweipert
Rico Resident

TOWN OF RICO
RESOLUTION NUMBER 2023-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF RICO TO STATEWIDE
LAND USE AND ZONING PREEMPTIONS IN SENATE BILL 23-213**

WHEREAS, for a century, the State of Colorado has committed both in statute and in the state constitution to the local control of land use planning and zoning because local governments are closest to the land and to the people that occupy it;

WHEREAS, zoning and land use cannot be viewed separately from the impacts of proposed uses of land on surrounding properties and a community as a whole, including the ability to ensure adequate water and utilities; to provide enough public safety services, schools, and recreational services; to make sure that sufficient and safe infrastructure is available to handle increased population or more intense uses; to align development with the community's economic goals; to prevent displacement of existing people; to preserve important historical sites; and to protect open space and the environment in general;

WHEREAS, Senate Bill 23-213 would place statewide mandates on hyper local land use matters and substitute the judgment of legislators and state regulators who lack the understanding needed to make the right decisions for our community;

WHEREAS, Senate Bill 23-213 will undermine long-range planning efforts and will severely limit our ability to maintain reasonable zoning regulations to ensure a high quality of life and sound economic environment for our current and future residents, workers, and business owners;

WHEREAS, Senate Bill 23-213 silences the voices of our residents by taking away the right to be heard at public hearings on zoning matters or to use their constitutional rights of initiative or referendum to address zoning and land use matters;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Rico that:

1. It is the position of the Town of Rico that municipalities are best suited to determine appropriate zoning laws for their communities and that collaboration and cooperation – not top-down statewide mandates and giveaways to special interests – are the solution to Colorado's affordable housing problem;
2. The Town of Rico opposes Senate Bill 23-213 and strongly urges its legislators to vote NO on this unprecedented and irresponsible preemption.

APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO

This 19th day of April, 2023.

By:

Nicole Y. Pieterse, Mayor

Attest:

Chauncey McCarthy, Town Manager



COLORADO
MUNICIPAL
LEAGUE



CML Analysis of SB23-213, Land Use

► INTRODUCTION

Senate Bill 23-213 includes several subjects but primarily focuses on a central theme: municipal zoning laws caused the housing crisis by not permitting unfettered residential construction and by trying to protect communities and resources. The bill attempts to draw a line from local zoning laws affecting individual parcels of land in dozens of municipalities to “regional imbalances” that “affect equity, pollution, infrastructure costs, and quality of life.” The bill does not question the state’s involvement in actual statewide problems, but asserts that state regulation of hyper-local matters, imposed through over a dozen regulatory actions with insufficient process, will improve these imbalances and presumes that there will not be significant unintended consequences. This analysis is not a complete list of problems in the bill but represents the most significant elements.

► CML ANALYSIS:

LAND USE BILL WOULD DO LITTLE TO MAKE HOUSING AFFORDABLE

Section 2 of SB23-213 creates a new article 33 in title 29 that imposes top-down standards on some local governments to remove local zoning authority. Despite being titled as requirements for affordable housing, Section 2 doesn’t require affordability at all and is premised on speculation that developers will build more housing, either passing savings along to Coloradans or causing a market-based decline in housing costs. Section 2 begins with overbroad and complex definitions and continues to address assessments and planning before imposing mandates and preempting authority to zone land for particular uses.

An uneven strategy

The bill largely applies only to municipalities, and then only to some municipalities and in differing degrees. Municipalities are classified into four basic groups that do not cover all municipalities. The bill’s requirements apply to each category, and then subsets of categories, to differing degrees in each part. Identifying where a municipality is classified is a complicated process requiring reference. Whether the bill addresses actual problems in the municipalities included in each category or causes more problems in those municipalities will be difficult to determine. See the last page of this analysis for a list of affected municipalities, reported by Colorado Public Radio.

Geographic Classification of Municipalities

Tier 1 Urban Municipality (T1UM)	Tier 2 Urban Municipality (T2UM)	Rural Resort Job Center (RRJC)	Non-urbanized Municipality (NUM)
In an MPO with a population of at least 1 million	Within an MPO	Not within an MPO	Not within the definition of an urban municipality or a rural resort job center; and
10% of territory in urbanized area with population over 75,000; and	A population between 5,000-25,000; and	A population of at least 1,000	A population of at least 5,000
A population of at least 1,000; <i>or</i>	In a county with a population of at least 250,000	1,200 jobs and a jobs-to-population ratio of at least 64-hundredths; and	
In an MPO with a population under 1 million; and		A transit stop serviced by a transit agency serving two municipalities with at least 20 trips per day	
A population of at least 25,000			

The bill grants broad regulatory authority to DOLA

The bill contemplates dozens of regulatory actions, primarily by DOLA. The bill appropriates \$15 million dollars to DOLA; however, it is not clear how that funding will be expended and whether funding for the various regulatory actions is included.

First, the Director of DOLA is tasked with issuing multiple methodologies, guidance, “menus” of strategies, statewide strategic growth objectives, model codes, rules, and minimum standards based on the recommendation of a “multi-agency committee” of executive appointees. Although the bill does not outline a public comment process, DOLA will undergo a rulemaking process that may include a public comment period. The committee’s recommendation only involves a limited public process involving public comment, consultation with local governments and experts, and only two hearings, despite having statewide impact and addressing extremely local issues (29-33-108(2)). The bill does not specify which local governments and “local experts” will be consulted, and it is seemingly up to the committee members to choose those experts without any guidelines. There are no requirements to ensure inclusivity, such as meetings during varying hours, meetings in different geographic locations, or outreach to educate and explain proposed recommendations.

Second, the Director of DOLA is granted authority to modify statutory minimum standards relating to accessory dwelling units (ADUs), middle housing, housing in transit-oriented areas, and housing in key corridors. Only token consideration of process is provided.

Third, DOLA is tasked with a substantial amount of new oversight and enforcement responsibility with the receipt, review, and approval of various reports, codes, and draft and final plans.

In addition to DOLA, the Office of Climate Preparedness is directed to develop a natural and agricultural land priorities report that MPOs should apply to achieve connectivity of open space and natural lands and preservation of agricultural land and open space. Counties and municipalities must include natural and agricultural priorities in their master plans in accordance with the state’s mandate.

Ambiguous mandates for housing needs assessment & planning

The bill asserts that “assessing and planning for housing needs” is a matter of mixed state and local concern. DOLA will issue methodologies for developing state, regional, and local “housing needs assessments” and then create the assessments every 5 years, beginning December 31, 2024. DOLA will allocate shares of statewide housing needs to regions defined by DOLA and local governments. DOLA will also use local housing needs assessments to mandate “net residential zoning capacities” for key corridors in tier 1 urban municipalities and rural resort job centers (see below for a more detailed analysis).

T1UM, T2UM, and RRJC municipalities must use DOLA’s local and regional assessments to inform any required “housing needs plans.” DOLA will create guidance for these plans, but the bill includes procedural and extensive, but ambiguous, substantive mandates for their development and adoption, including requirements to describe compliance with the bill’s mandates and a “greenfield development analysis.” The greenfield development analysis relies on undefined “statewide strategic growth objectives” also developed by DOLA. The bill’s limited direct connection to affordability and displacement includes requirements to include a varying number of strategies regarding those issues from state-created “menus” (also developed by DOLA), although RRJC are not required to address displacement. None of the items in the menus provide additional authority to municipalities beyond existing law and given the bill’s other restrictions, may inhibit existing authority to plan communities and ensure affordability.

Housing needs plans, a greenfield development analysis, and a concept of natural and agricultural land priorities consistent with state requirements must be included in master plans for T1UM, T2UM, and RRJC.

Counties and municipalities that DOLA groups into rural resort regions are required to participate in “regional housing needs planning process” resulting in a report and commitments that DOLA must review and approve. The bill suggests that this process will encourage participants to address needs through individual or regional strategies, including strategies from “menus” and locations where reduced parking requirements can reduce housing needs. The process will map locations where Article 33’s minimum standards for middle housing, transit-oriented areas, and key corridors could meet needs, but later the bill actually indicates that this map would dictate where middle housing standards apply in RRJCs.

Burdensome reporting standards

T1UM, T2UM, and RRJC must collect, track, maintain, and report to DOLA an overwhelming amount of data beginning December 31, 2026. These municipalities must report both the number of permits for new housing and the number of housing construction starts each categorized by structure type, time frames to complete residential permit reviews by housing type, workforce assigned to development review by position time, implementation status of strategies identified in a housing needs plan mandated by the law, zoning information specifying zone districts, allowed uses and densities and “other data,” and regional efforts to address housing needs.

“Use by right” would supersede local control

In removing the legislative discretion of municipal governing bodies in making zoning decisions, the bill removes a traditional elements of zoning authority to consider — in their best legislative judgment — consistency with plans, compatibility or harmony of surrounding land uses and development, and strategies for mitigating project impacts. Each of the zoning preemptions also includes a concept of a “use by right,” meaning the development approval relies only on “objective standards” that lack any discretionary component. Objective standards prohibit any personal or subjective judgment by a public body or official and must be “uniformly verifiable or ascertainable by reference to an external or uniform benchmark or criterion” that is known before filing of the proposal. Not only does this inhibit local officials from exercising traditional authority, but it also potentially prevents municipalities making critical changes to land use laws to protect their communities that might apply to a pending project.

Zoning preemption No. 1: Accessory dwelling units — T1UM, T2UM, RRJC, NUM

The bill declares “an increased supply of housing through accessory dwelling units” to be a matter of mixed state and local concern but reflects inadequate study of how ADUs are treated in all subject jurisdictions or what the supply would look like if the bill is enacted. Under the bill, an ADU is an internal, attached, or detached “dwelling unit” providing complete independent living facilities for at least one person that is located on the same lot as a primary residence with provisions for living, sleeping, eating, cooking, and sanitation.

By December 31, 2024, a T1UM, T2UM, and RRJC must change their local laws concerning ADUs to meet the bill’s minimum standards (as may be modified by DOLA) or adopt DOLA’s model ADU code. The municipalities must report their compliance by that date, subject to DOLA review and approval. Failure to adopt meet the minimum requirements by June 30, 2025, or DOLA’s rejection of the jurisdiction’s report, means the model code goes into effective immediately; no provision is made for who makes this determination or whether it can be disputed. If the model code is adopted, it must be implemented using “objective procedures” and the municipality cannot have any “local law” that would contravene it. The bill does not account for potential citizen referendum and expressly seeks to preempt local zoning ordinances enacted pursuant to Article XX, Section 6 of the Colorado Constitution.

Developed by June 30, 2024, DOLA’s model ADU code will allow ADUs as a “use by right” anywhere a municipality allows single-unit detached dwelling units as of January 1, 2023. The code will provide “objective standards” for approval of the units, so that officials cannot evaluate local conditions to determine if the ADU will cause an unfair burden or be incompatible. The model code cannot require new off-street parking in any subject jurisdiction, even if the ADU is in an area without adequate parking or transit. The model code is not subject to the same minimum standards that apply to municipalities that do not adopt the model code.

The bill establishes minimum standards that attempt to preempt local law if the model code is not voluntarily adopted. DOLA can update minimum standards through rulemaking under an ambiguous “public hearing and comment process.”

ADUs are not required to be permitted on the same lot or parcel as middle housing.

Other exemptions apply for parking spaces required by the Americans with Disabilities Act, short-term rental rules, and historic districts.

Minimum Standards for ADUs

ADUs of the greater of 800 square feet or 50% of the primary residence must be allowed as a “use by right” anywhere the municipality allows single-unit, detached dwelling units as of January 1, 2023.

Only “objective standards and objective procedures can apply,” meaning that officials cannot evaluate local conditions to determine if the ADU will cause an unfair burden or be incompatible.

Municipalities must allow additions to, or conversions of, existing single detached dwelling units and must apply the same design standards that apply to single detached dwelling units.

Municipalities cannot have local laws that treat ADUs more restrictively, “create unreasonable costs or delays” or make ADUs “infeasible,” require that primary residences be owner-occupied, require new off-street parking (in T1UM and T2UM), or require side or rear setbacks of more than 5 feet unless needed for health or safety standards.

Zoning preemption No. 2: “Middle housing” — T1UM and RRJC

The bill declares “an increased supply of housing through middle housing” to be a matter of mixed state and local concern but reflects inadequate study of how “middle housing” is treated in all subject jurisdictions or what the supply would look like if the bill is enacted. Under the bill, “middle housing” is either a single structure with 2-6 separate dwelling units (duplex through sixplex), a townhome, or cottage cluster. A townhome is a dwelling unit in a row of 2 or more attached dwelling units on individual lots with common walls. A cottage cluster is a grouping of at least 4 detached units with a common courtyard, with each unit being smaller than 901 square feet.

By December 31, 2024, a T1UM, and by December 31, 2026, a RRJC, must change their local laws concerning middle housing to meet the bill’s minimum standards (as may be modified by DOLA) or adopt DOLA’s model middle housing code. The municipalities must report their compliance by that date, subject to DOLA review and approval. Failure to adopt the minimum requirements by June 30, 2025, for a T1UM, or by June 30, 2027, for a RRJC, or DOLA’s rejection of the jurisdiction’s report, means the model code goes into effect immediately; no provision is made for who makes this determination or whether it can be disputed. If the model code is adopted, it must be implemented using “objective procedures” and the municipality cannot have any “local law” that would contravene it. The bill does not account for potential citizen referendum and expressly seeks to preempt local zoning ordinances enacted pursuant to Article XX, Section 6 of the Colorado Constitution.

Developed by June 30, 2024, DOLA’s model middle housing code will allow middle housing as a “use by right” anywhere the municipality allows single-unit detached dwelling units as of January 1, 2023. The code will provide “objective standards” for approval of the units, so that officials cannot evaluate local conditions to determine if the housing will cause an unfair burden or be incompatible. The model code cannot require new off-street parking in any subject jurisdiction, even if the housing is in an area without adequate parking or transit. The model code is not subject to the same minimum standards that apply to municipalities that do not adopt the model code.

The bill establishes minimum standards that attempt to preempt local law if the model code is not voluntarily adopted.

Minimum Standards for Middle Housing

Middle housing of at least 125% of the building area of a single-unit detached dwelling must be allowed as a “use by right” anywhere the T1UM allows single-unit detached dwelling units as of January 1, 2023, or wherever designated in the RRJC’s regional housing needs plan (even if the RRJC did not approve it).

Only “objective standards and objective procedures can apply,” meaning that officials cannot evaluate local conditions to determine if the middle housing type will cause an unfair burden or be incompatible.

Municipalities must allow additions to or conversions of existing single detached dwelling units and must apply the same design standards that apply to single detached dwelling units.

Municipalities must allow properties to be subdivided using objective standards and procedures.

Municipalities cannot have local laws that treat middle housing more restrictively, “create unreasonable costs or delays” or make middle housing “infeasible,” apply minimum setbacks, lot widths, lot depths, lot size standards, or maximum height standards that are more restrictive than single-unit detached dwellings on the same property, require new off-street parking, or impose footprint restrictions differently than single-unit detached dwellings.

DOLA can update minimum standards through rulemaking under an ambiguous “public hearing and comment process.” Middle housing is not required to be permitted on the same lot or parcel as an ADU. Other exemptions apply for parking spaces required by the Americans with Disabilities Act, short-term rental rules, and historic districts. Middle housing requirements will not affect an inclusionary zoning ordinance unless it renders the “development of middle housing financially infeasible.” The bill does not define “financially infeasible” and does not explain how a developer must prove that the ordinance makes said development financially infeasible. This could make inclusionary zoning ordinances moot.

Zoning preemption No. 3: Housing in “transit-oriented areas” — T1UM with fixed rail

The bill declares “an increased supply of housing in transit-oriented areas” to be a matter of mixed state and local concern but reflects no study of how any of the subject jurisdictions treat the topic or what the supply would look like if the bill is enacted. Under the bill, a “transit-oriented area” is a one-half mile boundary from some part of a fixed-rail transit station, including parcels that have at least 25% of their area within the boundary. Unincorporated parcels are not included.

The focus of this part of the bill is on multifamily housing (one or more buildings on one lot with separate living units for 3 or more households) and mixed-income multifamily housing (at least 10% of units are set aside for households earning no more than 80% AMI). Although municipalities with inclusionary zoning ordinances can establish their own threshold and set asides, the bill interferes by setting density standards and inconsistently restricts local inclusionary zoning ordinances based on the financial effect on developers.

By December 31, 2024, a T1UM with a transit-oriented area must change their local laws concerning housing in transit-oriented areas to meet the bill’s minimum standards (as may be modified by DOLA) or adopt DOLA’s transit-oriented area model code. The municipalities must report their compliance by that date, subject to DOLA review and approval. Failure to adopt meet the minimum requirements by June 30, 2025, or DOLA’s rejection of the jurisdiction’s report, means the model code goes into effective immediately; no provision is made for who makes this determination or whether it can be disputed. If the model code is adopted, it must be implemented using “objective procedures” and the municipality cannot have any “local law” that would contravene it. The bill does not account for potential citizen referendum and expressly seeks to preempt local zoning ordinances enacted pursuant to Article XX, Section 6 of the Colorado Constitution.

Developed by June 30, 2024, DOLA’s transit-oriented area model code will prohibit new-off street parking in transit-oriented areas for multifamily or mixed-income multifamily development, allow minimum density as a “use by right” for multifamily residential (at least 40 units per acre net density) and mixed-income multifamily (at least 60 units per acre net density). Affordable units must be a similar size. This prevents T1UM jurisdictions from influencing multifamily development according to local standards.

The bill establishes minimum standards that attempt to preempt local law if the model code is not voluntarily adopted.

Minimum Standards for Transit-Oriented Areas

A T1UM must legislatively create a zoning district for the transit-oriented area to allow multifamily housing as a “use by right” with a minimum gross density of 40 units per acre for all eligible parcels. Districts can extend outside the transit-oriented area to meet gross density requirements based on development constraints or other planning for transit-compatible uses.

Municipalities cannot have local laws that apply to “create unreasonable costs or delays” or make multifamily in a transit-oriented area or the residential density limits “infeasible” or require new off-street parking.

DOLA can update minimum standards through rulemaking under an ambiguous “public hearing and comment process.” Other exemptions apply for parking spaces required by the Americans with Disabilities Act, short-term rental rules, and historic districts. Transit-oriented area requirements will not affect an inclusionary zoning ordinance unless it renders the “development of multifamily housing financially infeasible.”

Zoning preemption No. 4: Housing in “key corridors” — T1UM and RRJC

The bill declares “an increased housing supply in key corridors” to be a matter of mixed state and local concern but reflects no study of how any of the subject jurisdictions treat the topic or what the supply would look like if the bill is enacted. Under the bill, a “key corridor” is an extraordinarily broad concept that is not limited to transit corridors and could undermine the zoning and land use plans of an entire municipality. Key corridors include “frequent transit service areas” as mapped by

DOLA (including in some cases anything within one-quarter mile of a bus route with certain service levels). Key corridors also include any parcel in zone districts that permit commercial uses that are supposedly compatible with residential uses and public or institutional uses. Key corridors also include anything zoned for a mix of uses other than industrial. The definitions used in this part are likely inconsistent with many local zoning codes and could capture very large parts of a community.

The bill suggests some option for the municipality that does not adopt a model code to designate their own key corridors. The bill extent of this discretion is not clear, and all minimum standards described for key corridors apply.

The focus of this part of the bill also focuses on multifamily housing (one or more buildings on one lot with separate living units for 3 or more households) and mixed-income multifamily housing (at least 10% of units are set aside for households earning no more than 80% AMI). Although municipalities with inclusionary zoning ordinances can establish their own threshold and set asides, the bill interferes by setting density standards, set asides, and AMI requirements, and inconsistently restricts local inclusionary zoning ordinances based on the financial effect on developers.

By December 31, 2026, T1UM and RRJC must change their local laws concerning housing in key corridors to meet the minimum standards that DOLA must develop or adopt DOLA's key corridor model code. The municipalities must report their compliance by that date, subject to DOLA review and approval. Failure to adopt and meet the minimum requirements by June 30, 2027, or DOLA's rejection of the jurisdiction's report, means the model code goes into effective immediately; no provision is made for who makes this determination or whether it can be disputed. If the model code is adopted, it must be implemented using "objective procedures" and the municipality cannot have any "local law" that would contravene it. The bill does not account for potential citizen referendum and expressly seeks to preempt local zoning ordinances enacted pursuant to Article XX, Section 6 of the Colorado Constitution.

Developed by June 30, 2024, DOLA's key corridor model code will set minimum residential density limits for multifamily housing as a "use by right," an allowable minimum residential density limit for mixed-income multifamily housing at least 50% greater than the multifamily minimum density as a "use by right," requirements for set asides for low- and moderate-income households.

By June 30, 2025, DOLA will establish key corridor minimum standards that attempt to preempt local law if the model code is not voluntarily adopted. The minimum standards appear to be targeted to take over municipal land use planning in broad swaths of territory and must include: guidance to encourage regional strategies for key corridors, a "net residential zoning capacity" for each municipality based on that municipality's local housing needs assessment, and "any additional standards" that DOLA "deems necessary," like a minimum residential density limit and minimum district size.

Minimum Standards for Key Corridors

A T1UM must legislatively create a zoning district within key corridors to allow multifamily housing as a "use by right" that satisfies DOLA's mandated net residential zoning capacity and requirements that DOLA may impose.

A RRJC must allow multifamily housing as a "use by right" wherever a key corridor is designated in the RRJC's regional housing needs plan (even if the RRJC did not approve it).

Municipalities can allow different density within the key corridor if minimum standards are satisfied.

Municipalities cannot have local laws that apply to "create unreasonable costs or delays" or make multifamily in a key corridor "infeasible."

For key corridors only, the bill prohibits new off-street parking in key corridors **for any use.**

Other exemptions apply for parking spaces required by the Americans with Disabilities Act, short-term rental rules, and historic districts. Key corridor requirements will not affect an inclusionary zoning ordinance unless it renders the “development of multifamily housing financially infeasible.”

What’s exempt from SB23-213?

Each part of the proposed article 33 of title 29 includes varying degrees of exemptions. Except for ADU requirements, a common exemption is for “standard exempt parcels,” or those that are outside an urbanized area, not served by domestic water or sewer treatment, have an agricultural zoning designation as of January 1, 2023, are noted as a “high risk, high very high, or very high risk” for wildfire by the state forest service (which does not appear to include much land covered by the bill), or in a floodway or 100-year floodplain identified by FEMA. The bill does not account for other local conditions.

For transit-oriented areas, standards also do not apply in park and open space or on properties subject to conservation easements. For key corridors, standards also do not apply on a site that is on or adjacent to a site used or permitted for industrial use or designated for heavy industrial use in a master plan adopted before 2023.

“Unreasonable costs or delays” and feasibility

Each of the zoning preemptions includes a dangerous concept that preempts any local land use law that “individually or cumulatively create unreasonable costs or delays” or that would make the permitting, siting, or construction of the housing type “infeasible.” This language recklessly exposes municipalities to significant liability, could undermine local efforts to create affordable housing, and risks forcing the public to bear burdens that should be borne by developers. It is unclear whether safety standards, impact fees, fees for water or municipal services, or other important local standards could fall prey to this type of language. Several provisions in the middle housing, transit-oriented areas, and key corridor parts also suggest that financial burdens on developers imposed by local inclusionary zoning ordinances will invalidate those local laws.

Interference

Each of the zoning preemptions includes another dangerous concept that would preempt a municipality from amending, developing, or even interpreting a local law “in a manner that would interfere with the intent” of the part. Broad and careless language could have significant unintended consequences and expose municipalities to significant risk.

Parking burdens

Each zoning preemption prohibits a municipality from requiring new off-street parking as part of a housing development approval. The “key corridor” provision appears to prohibit parking requirements for any development approval in a key corridor, not just housing. The bill does not limit these restrictions to any guarantee of public transit availability. The bill does not identify where cars will go or how municipalities are to address the burdens on public streets, public safety, and quality of life. Each zoning mandate permits parking standards required by the Americans with Disabilities Act.

Water, wastewater, and stormwater burdens

Each zoning preemption allows a municipality to apply to DOLA for an unclear “extension of applicable requirements” based on deficient water, sewer, or stormwater “services.” The bill does not seem to account for any other burden on public infrastructure or services. To obtain the extension, the municipality must have a plan to remedy the deficiency on a specific timeline and must show that it cannot serve other, less efficient housing types than those provided in the mandate. The provisions do not account for pre-existing service obligations to those other housing types or rights of their owners. These provisions also do not consider long-term planning and suggest that municipalities must fund development to accommodate the state mandate.

Manufactured & modular housing

Section 3 requires the division of housing to create a report by June 30, 2024, on “opportunities and barriers” in current state law concerning manufactured homes, modular homes, and tiny homes.

Sections 4 and 6 remove financial assurance requirements for manufacturers of factory-built structures (not necessarily limited to residential structures). Under current law, those assurances are payable to the division if the manufacturer fails to deliver a structure or refund a down payment or ceases doing business.

Section 5 adds “final construction plan reviews” to the scope of quality assurance representatives approved by the Division of Housing relating to factory-built structures. The impact of this addition is not clear.

Section 11 amends current law to mandate that municipalities address manufactured and modular housing in the same manner as site-built homes. Municipalities must use “objective standards” and an administrative review process equivalent to site-built homes, unless a subjective review process is used for site-built homes. More restrictive standards than are applied to site-built homes are prohibited, including zoning and subdivision laws and “other regulation affecting development” such as requiring permanent foundations, minimum floor space, home size or sectional requirements, “improvement location standards,” and side yard or setback standards. Despite allowing for equivalency with site-built homes, the bill removes existing language that ensures authority to enact consistent zoning, developmental, use, aesthetic, or historical standards that are applicable to existing and new housing. The categorization of municipalities in Section 2 does not apply to these amendments.

Preemption of planned unit development zoning

Section 7 amends the Planned Unit Development Act at CRS 24-67-105(5.5) to provide that PUDs with residential uses cannot restrict ADUs, middle housing, housing in transit-oriented areas, or housing in key corridors in a manner prohibited by the proposed article 33 of title 29. It is not clear whether this applies only to PUDs in jurisdictions covered by proposed article 33 or more broadly.

Preemption of residential occupancy limits

Section 8 creates CRS 29-20-110 that would preempt counties and municipalities from placing residential occupancy limits on “dwellings” that differentiate between occupants based on family relationship (other than short term rental restrictions). Here, a “dwelling” is defined as any improved property used or intended to be used as a residence, but in Section 2 a different definition of “dwelling” is used. (a single unit providing complete independent living facility

No commitment to use state-controlled property for affordable housing

Section 10 permits statutory municipalities to sell municipal property held for a government purpose (other than park property) without an election if the purpose is to develop affordable housing. The categorization of municipalities in Section 2 does not apply to these amendments. The state makes no commitment to the use of state-controlled property for affordable housing in the bill.

A narrowing of municipal zoning authority

In addition to Section 2’s broad preemptions and mandates, Section 13 bluntly narrows the traditional zoning authority of municipalities by prohibiting T1UM and T2UM from imposing minimum square footage requirements for residential units unless “necessary for health and safety” in the municipality. The bill would not allow those municipalities to address issues relating to their communities’ welfare.

Undefined process for creating master plans

Sections 9 and 12 amend Titles 30 and 31 regarding county and municipal master plans. The categorization of municipalities in Section 2 does not apply to these amendments. Counties and municipalities must ensure an undefined “inclusive process” by consulting with housing authorities, nongovernmental organizations, and local governments in the creation of the master plan. Master planning already involves heavy public engagement.

Counties and municipalities must include, for plans after June 30, 2024, water items including the location and extent of water supply, a water supply element and conservation policies, and priorities for natural and agricultural land in accordance with the state’s natural and agricultural land priorities report. Counties over 250,000 in population must include a “greenfield development analysis.”

Section 12 also addresses the inclusion of housing needs plans, a greenfield development analysis, and a concept of natural and agricultural land priorities following the state’s natural and agricultural land priorities report.

DOLA must receive draft and final plans and is required to review plans for compliance.

New reporting requirements for water loss accounting

Section 14 requires covered entities (including municipal and special district water providers) to provide and validate water loss audit reports to the Colorado Water Conservation Board. The board will adopt standards for validation of reports, technical qualifications, and methods by January 1, 2025. Some funding is provided for assistance in validation and for technical training and assistance to guide water loss programs.

Invalidation of HOA housing decisions

Section 15 would invalidate common interest community limitations on ADUs, middle housing, housing in transit-oriented areas, and housing in key corridors.

Transportation planning and grants. Section 16 requires the transportation commission to include “statewide strategic growth objectives relating to regionally significant transportation projects” in the ten-year plans for existing and future transportation systems created under CRS 43-1-106(15)(d). It is not clear whether those objectives are the same created by DOLA under Section 2.

Section 17 requires the department of transportation to ensure that grant prioritization criteria are “consistent with state strategic growth objectives” by December 31, 2024. It is not clear whether those objectives are the same created by DOLA under Section 2.

Section 18 requires regional transportation plans and the statewide transportation plan under CRS 43-1-1103, beginning December 31, 2024, to address and ensure consistency with state strategic growth objectives. At least for the regional plans, the objectives are those determined by DOLA under the proposed CRS 29-33-107.

Section 19 requires that projects funded from the multimodal transportation options under CRS 44-4-1103 be “consistent with state strategic growth objectives.” It is not clear whether those objectives are the same created by DOLA under Section 2.

Inadequate funding

Section 20 appropriates \$15 million for DOLA to provide technical assistance under the proposed CRS 29-33-111(3). The extensive amount of code revision, reporting, plan development, and compliance with various mandates required by the bill in covered municipalities has an unknown cost that would certainly exceed this funding. The funding will not address impacts

to infrastructure, public services, and quality of life in municipalities or litigation costs arising from the bill. The funding does not address the major overhaul of DOLA’s mission and authority.

Safety clause prevents voters from weighing in

Section 21 includes a safety clause, preventing voters from exercising the right of referendum. Local zoning ordinances on the same issues covered by the bill are subject to the reserved constitutional power of referendum.

► SUPPLEMENTAL INFORMATION

Communities by tier level

Urban Municipalities Tier 1	Urban Municipalities Tier 2	Rural Resort Job Centers	Non-Urban Municipalities
<p>Denver region: Arvada, Aurora, Boulder, Brighton, Broomfield, Castle Pines, Castle Rock, Centennial, Cherry Hills Village, Columbine Valley, Commerce City, Denver, Edgewater, Englewood, Erie, Federal Heights, Glendale, Golden, Greenwood Village, Lafayette, Lakewood, Littleton, Lochbuie, Lone Tree, Longmont, Louisville, Northglenn, Parker, Sheridan, Superior, Thornton, Westminster, Wheat Ridge</p> <p>North Front Range: Greeley, Fort Collins, Loveland, Windsor</p> <p>Pikes Peak: Colorado Springs, Fountain</p> <p>Grand Valley: Grand Junction</p> <p>Pueblo Area: Pueblo</p>	<p>Denver region: Dacono, Fort Lupton, Firestone, Frederick</p> <p>North Front Range: Evans, Berthoud, Johnstown, Tinmath, Eaton, Miliken, Severance</p> <p>Pikes Peak: Monument</p>	<p>Aspen, Avon, Breckenridge, Crested Butte, Dillon, Durango, Frisco, Glenwood Springs, Mountain Village, Silverthorne, Snowmass Village, Steamboat Springs, Telluride, Vail, Winter Park</p>	<p>Alamosa, Brush, Canon City, Carbondale, Cortez, Craig, Delta, Eagle, Fruita, Fort Morgan, Gunnison, Gypsum, La Junta, Lamar, Montrose, Rifle, Sterling, Trinidad, Wellington</p>

This table lists communities by tier level, according to a document provided by Rep. Steven Woodrow.

Tier-level table published by Colorado Public Radio, <https://bit.ly/3FVlYio>.

April __, 2023

Via Email

Mark Rudolph
Superfund and Brownfields Unit Project Manager
Colorado Department of Public Health & Environment
4300 Cherry Creek Drive South
Denver, CO 80246-1530

Re: Rico Townsite Soils VCUP Application

Dear Mark:

The Town of Rico and Atlantic Richfield Company (the “Applicants”) are submitting the enclosed final Rico Townsite Soils Voluntary Cleanup Program (“VCUP”) Application for approval by the Colorado Department of Public Health & Environment (“CDPHE”) pursuant to the Colorado Voluntary Cleanup and Redevelopment Act, C.R.S. § 25-16-301 *et seq.*

This Application follows an earlier Rico Townsite Soils VCUP Application submitted to CDPHE on June 24, 2004. The 2004 VCUP Application proposed a phased investigation and cleanup approach to address lead-contaminated soil within the Town of Rico. The additional cleanup work proposed in this Application will be performed to complete the work initiated in 2004 and will address certain additional properties within the Town boundaries where soil-lead concentrations exceed site-specific lead action levels.

Appendix B to this Application includes the VCUP Work Plan, which contains details on the work Atlantic Richfield will carry out in Phase I of the VCUP project, including soil testing and removal and replacement of surface soils on developed lots and roads where lead concentrations exceed the applicable action level. Appendix F includes the environmental Overlay Zone Regulations that the Town intends to consider for adoption as part of the VCUP, and which will govern the administration of a development permit system in Rico to ensure that VCUP soil remediation efforts remain protective. Atlantic Richfield and the Town are currently negotiating a VCUP Implementation, Funding, and Settlement Agreement (“Funding Agreement”), which, once complete and executed, will establish the governing framework for the Applicants’ performance, funding, and enforcement obligations. The VCUP also requires that the Town and CDPHE enter into an intergovernmental agreement (IGA) pursuant to C.R.S. § 25-15-320(3) and C.R.S. § 29-1-203, which the Town will consider at a future Board meeting. The VCUP will not be effective until CDPHE approves the application, the Overlay Zone Regulations go into effect, the Town and Atlantic Richfield have considered, approved and executed the Funding Agreement and the Town and CDPHE have executed the IGA.

The Applicants appreciate CDPHE’s input to the preparation of this final Application. We’re confident that the prior submittals of agency-review drafts, subsequent revisions to address the State’s comments, participation at public meetings in Rico, and several rounds of discussions

will ensure the Application meets the applicable statutory requirements of C.R.S. § 25-16-301 and the State's expectations for this VCUP project.

Please contact Mr. McAnulty and Mr. McCarthy if you have any questions regarding this submittal.

Sincerely,

Mike McAnulty, Project Manager, for Atlantic Richfield Company
317 Anaconda Rd
Butte, MT 59701
(907) 355-3914
mcanumc@bp.com

And

Chauncey McCarthy, Town Manager, for the Town of Rico, CO
PO Box 9
2 Commercial Street
Rico, CO 81332
(970) 967-2863
townmanager@ricocolorado.gov

Enclosures

cc: Lukas Staks, Colorado Attorney General's Office
Nicole Pieterse, Town of Rico
Joe Croke, Town of Rico
Adam Cohen, Davis Graham & Stubbs LLP
Lucas Satterlee, Davis Graham & Stubbs LLP
Nathan Bock, Atlantic Richfield Company
Steve Ferry, Atlantic Richfield Company
Thomas Bloomfield, Kaplan Kirsch & Rockwell LLP
Sam Caravello, Kaplan Kirsch & Rockwell LLP
Amelia Piggott, U.S. EPA Region 8

**TOWN OF RICO
RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF RICO
APPROVING JOINT SUBMITTAL OF A VOLUNTARY CLEANUP PROGRAM
APPLICATION WITH ATLANTIC RICHFIELD COMPANY TO THE COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**

WHEREAS, lead-contaminated soils may present a health risk to Rico residents, and the removal of lead-contaminated soils will benefit the health, safety, and general welfare of the Rico community; and

WHEREAS, representatives of the Board of Trustees (Board), representing the Town of Rico (Town), and Atlantic Richfield Company (AR) have prepared a Voluntary Cleanup Program (VCUP) Application for the purpose of testing soils for lead contamination and removing lead-contaminated soils in the Town, with the Town and AR as co-applicants; and

WHEREAS, the Town and AR desire to submit the VCUP Application to the Colorado Department of Health and Environment (CDPHE) for its approval; and

WHEREAS, the Board is authorized to take such action on behalf of the Town pursuant to and in accordance with the Rico Home Rule Charter; and

WHEREAS, the Board has discussed the VCUP and VCUP Application at multiple Board meetings, including at most monthly Board meetings over at least the last eighteen months, and VCUP-specific work sessions, as well as at special “public forum” meetings (with the U.S. Environmental Protection Agency, CDPHE, AR, and the Town’s consultants also present to answer questions) on February 24, February 26, and September 29, 2022, and at these meetings and work sessions the Board has heard and considered questions and comments from members of the community, as well as all accompanying information and evidence.

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

1. The above recitals are hereby incorporated as findings by the Board of Trustees of the Town of Rico, Colorado.
2. The Board hereby approves the submittal of the VCUP Application to the CDPHE.
3. The VCUP will not be effective unless and until (a) the Town and AR have executed a VCUP Implementation, Funding, and Settlement Agreement that establishes AR and the Town’s relative obligations under the VCUP, including funding and other AR commitments for the VCUP; (b) the Board adopts, via ordinance, amendments to the Rico Land Use Code in the form of Overlay Zone Regulations that will guide soil remediation and maintenance of remediated areas in Town, consistent with the VCUP Application, and that ordinance becomes effective; and

(c) the Board approves and the Town and CDPHE fully execute an intergovernmental agreement between the Town and CDPHE, as contemplated in the VCUP Application.

APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO

This 19th day of April, 2023.

By:

Attest:

Nicole Y. Pieterse, Mayor

Chauncey McCarthy, Town Manager

2 GENERAL INFORMATION

2.1 OWNER OF SITE PROPERTY

Property ownership within the VCUP project area is indicated on Figure 4, “Town of Rico Boundary and Property Ownership Map.”

~~As listed in Attachment 3, AR currently owns two multiple parcels within and surrounding the Town of Rico, the reclaimed Van Winkle Mine subdivision Lot 2 (Dolores County property identification number [PIN] 504736200012) and the Columbia Tailings site (Dolores County PIN 504735100010). The only other local properties currently owned by AR are including the land to the north and outside of the Town boundary in in the vicinity of the St. Louis Tunnel, including the land on which the Rico Soil Lead Repository is located. The Town of Rico also owns multiple parcels within the Town boundary (as listed in Attachment 3 and shown on the parcel-ownership map in Figure 4), but most of the land in the Town of Rico is privately owned by others.~~

Properties owned by the Applicants and various other individuals and private entities are to be addressed under this VCUP Application. For properties not owned by the Applicants, authorization for the Applicants to proceed with the work described in this VCUP Application and to request a NFA after the work is completed will be obtained from the owner of each individual parcel through an access agreement or as part of the Institutional Controls program (refer to Section 6.2). When AR performs soil sampling or soil cleanup, the access agreement entered into by the property owner will establish that AR is acting as the property owner’s designated VCUP representative. Where the property owner or developer acting on behalf of the owner performs future soil cleanup (*i.e.*, on currently undeveloped parcels), the property owner has the option of opting in to the VCUP program at the time of remediation, including the potential for AR to obtain authorization at the time a development permit is issued to act on the property owner’s behalf in obtaining an NAD or NFA when the cleanup is complete.

2.2 APPLICANT CONTACT PERSONS, ADDRESSES, AND PHONE NUMBERS

Atlantic Richfield: Mike McAnulty, Project Manager
317 Anaconda Rd
Butte, MT 59701
(907) 355-3914
mcanumc@bp.com

Town of Rico: Town Manager
PO Box 9
2 Commercial Street
Rico, CO 81332
(970) 967-2863
townmanager@ricocolorado.gov

6 CLEANUP PROPOSAL

The 2004 VCUP project involved extensive site characterization and follow-up soil remediation that was conducted over a multi-year period beginning in 2004 and ending in 2015. Figure 10 “VCUP Project Remediation Status” is a parcel map that indicates the current soil-sampling and soil-remediation status for each individual parcel within the Town boundaries. The following VCUP proposal focuses on completion of the soil sampling and soil remediation tasks initiated by the Applicants in 2004 and subsequent, long-term maintenance of the remediated soil conditions within the VCUP project area.

This cleanup proposal is designed to be implemented in three phases.

Phase 1 addresses the need for (a) soil sampling and analysis at individual properties, as needed to define the scope of remaining soil remediation; (b) soil remediation at developed properties where the soil lead concentration is greater than the Residential LAL and current zoning allows for residential use; (c) soil remediation at developed properties where the soil lead concentration is greater than the Public Facilities LAL and current zoning allows for Public Facilities use; and (d) remediation of soil on unpaved roads and alleys where the soil lead concentration is greater than the Residential LAL, including the adjacent Town-owned, unvegetated, right-of-way areas that also have surface-soil lead contents greater than the Residential LAL. Phase 1 will begin following CDPHE’s acceptance of this Application and when the proposed Institutional Controls have been established through the Town of Rico’s adoption of the Overlay Zone Regulations that establish two overlay zoning districts into the RLUC.³ The anticipated duration of Phase 1 is 3 to 4 years for soil sampling and analysis and soil remediation at developed properties and somewhat longer for road remediation. The separate tasks that will be performed to complete Phase 1 are described in Section 6.1. Phase 1 will conclude once AR has (a) remediated all developed properties where the soil lead concentration exceeds the applicable LAL and (b) completed sampling as specified in this Application, except for properties where, by May 30, 2026, the property owner has not authorized such remediation or sampling.

Phase 2 is to be initiated upon adoption of the Overlay Zone Regulations, which will establish two new overlay zoning districts – the Rico Soils Overlay Zone District (RSOZ) and the Environmental Remediation Overlay Zone District (EROZ), and related requirements for the management of soil disturbed by excavation or other property-development activities. During Phase 2, AR will establish and implement the VCUP project’s ICs program, which is referred to herein as the “Rico Soils Management Program.” Phase 2 will continue for at least 3 years or until fifteen (15) previously undeveloped properties have been processed through the VCUP program as part of Phase 2, whichever period is longer. Phase 2 will commence concurrently with Phase 1.

³ Throughout this Application, reference to the Town’s adoption of the Overlay Zone Regulations shall mean the Effective Date of the Overlay Zone Regulations.

Rico Land Use Code Appendix D Section D.1 Findings of Fact

- A. **Background.** In the Town of Rico (the “Town”) and the surrounding area, elevated levels of lead are present in the soil due to solid waste from past mining activities, as well as local geologic conditions that may lead to naturally-occurring elevated lead levels. The presence of elevated levels of lead has been described in a number of documents, including the Rico Townsite Soils Voluntary Cleanup Program (“VCUP”) application submitted by the Town and Atlantic Richfield Company and approved by the Colorado Department of Public Health and Environment (“CDPHE”) on [REDACTED], 2023 (the “VCUP Application”), pursuant to the Colorado Voluntary Cleanup and Redevelopment Act, § 25-16-301, C.R.S. There are two designated areas in the Town where elevated levels of lead and potentially other metals in soil may be present: the Rico Soils Overlay Zone District (“RSOZ”) and the Environmental Remediation Overlay Zone District (“EROZ”). These Environmental Overlay Zone Regulations (alternatively referred to hereinafter as the “Regulations”) primarily pertain to the RSOZ and remediation of lead soils contamination. The EROZ covers several non-contiguous areas within the Town boundaries, as listed in Section D.2.B.10, that were subject to previous VCUP remediation efforts.
- B. **Not Areas of State Interest.** Except to the extent the boundaries of the RSOZ or EROZ overlap with properties of an area designated as an Area of State Interest in Article VIII of the Rico Land Use Code (“RLUC”), properties within the RSOZ or EROZ shall not be considered Areas of State Interest. To the extent a development activity covered by these Regulations is proposed for properties within an area designated as an Area of State Interest, the provisions in the RLUC relating to Areas of State Interest shall be separate from, and apply in addition to, the requirements provided for in these Regulations.
- C. **Environmental Overlay Zone Regulations Are Additional.** These Regulations are in addition to any other applicable requirements of the RLUC.
- D. **Non-Liability of the Town of Rico.** These Regulations shall not be construed to hold the Town or any of its employees, officials, or designees, acting within the scope of their employment, responsible or liable for any damages to persons or property resulting from: any inspection, enforcement, or review, or failure to inspect, enforce, or review as required by these Regulations; the issuance or denial of any permit pursuant to or in accordance with these Regulations; or the institution or failure to institute any court action as authorized or required by these Regulations. In enacting these Regulations, the Town intends to preserve all rights of the Town, its agencies and departments, and its elected and appointed officials, employees, and designees to immunity from liability as set forth in the Colorado Governmental Immunity Act, §§ 24-10-101, C.R.S., *et seq.*, and any other applicable law, regulation, or standard.

Rico Land Use Code Appendix D Section D.2 General Provisions

- A. Lands to Which Environmental Overlay Zone Regulations Apply. Sections D.1 – D.9 of these Regulations shall apply to all lands situated in the overlay zone known as RSOZ. For lands located within the overlay zone known as EROZ, Sections D.1, D.2, and D.9 shall apply.
- B. Definitions. The following terms, as used throughout these Environmental Overlay Zone Regulations, shall have the meanings set forth below. Where there is a conflict between the definitions set forth below and the definitions set forth in Article ~~H~~X of the RLUC, the definitions below shall prevail for purposes of these Regulations only.
1. Action Level(s). Action Level(s) shall mean the site-specific, human health risk-based, concentration levels of lead in soil approved by CDPHE, with concurrence from the U.S. Environmental Protection Agency, in 2022 for soil remediation performed as part of Rico Townsite Soils VCUP project. The Action Levels are set at 761 mg/kg for Residential Use properties (the “Residential Action Level”), 967 mg/kg for Public Facilities properties (the “Public Facilities Action Level”), and 4,010 mg/kg for Open Space properties (the “Open Space Action Level”). On portions of Public Facilities and Open Space properties where active play areas frequented by young children (as identified by the Town) are present, the Residential Action Level will apply. On portions of Town-owned properties where recreational trails are constructed for public use, the Open Space Action Level will apply.
 2. Application. Application shall mean an application submitted under these Regulations requesting a Soils Excavation Permit, as that term is defined below.
 3. CDPHE. CDPHE shall mean the Colorado Department of Public Health and Environment.
 4. Cleanup Completion Certification. Cleanup Completion Certification shall mean a determination by the Town issued pursuant to Section D.5.C of these Regulations.
 5. Cleanup Completion Report. Cleanup Completion Report shall mean a report prepared and submitted by a Developer as required by Section D.5.B of these Regulations.
 6. Development Activity. Development Activity shall mean any manmade change in the use or character of land that involves or results in construction, grading, excavation, digging, demolition, drilling, planting, placing Non-Native Fill, landscaping, or other similar activities that disturb or move soils.
 7. Developer. Developer refers to the property owner, or other person or entity acting on the property owner’s behalf, engaged in a Development Activity.
 8. Disturbed Native Soils. Disturbed Native Soils are Native Soils that have been significantly disturbed by prior activities (e.g., regrading).

9. Environmental Officer. Environmental Officer refers to the Town Manager or the Town Manager's designee for the purposes of administering these Regulations and issuing Soils Excavation Permits.
10. Environmental Remediation Overlay Zone District ("EROZ"). Environmental Remediation Overlay Zone District means the sites listed below within Town boundaries that (i) received a VCUP No Further Action Determination on December 10, 1999, from CDPHE pursuant to the state VCUP program, (ii) were otherwise remediated under CDPHE oversight, or (iii) nonetheless warrant inclusion within the EROZ due to unique environmental conditions on the property. These properties are depicted in Figure F-1 and are defined as follows:
- a. Columbia Tailings Site, CDPHE VCUP Site No. 30, located on the east side of the Dolores River corridor west of Highway 145 and Rico townsite Blocks 11 and 39, in portions of E1/2 of the NE1/4 of the SE1/4 of Section 35, and the NW1/4 of the NW1/4 of the SW1/4 of Section 36, T40N, R11W, NMPM, Dolores County, within portions of the following land tracts: Tremble Tract, Winkfield Tract East, and Town of Rico tracts (bounded on west by Winkfield Tract East and Tremble Tract, and on the east by Blocks 11 and 39). Approximately 3.3 acres.
 - b. Grand View Smelter Site, CDPHE VCUP Site No. 40, located on the east side of State Highway 145 at the north end of the Town of Rico in the middle of the SW1/4 of the SW1/4 of Section 25, T40N, R11W, NMPM, Dolores County, comprising portions of the following patented mine claims: Columbia Millsite (Patent No. 10202, Mineral Survey No. 365B), and Homestake & Little Cora Consolidated Placer (Patent No. 14903, Mineral Survey No. 410). Approximately 1.7 acres.
 - c. Santa Cruz, Iron Clad, and Rico Boy Mines Site, CDPHE VCUP Site No. 36, located on the west side of the Dolores River Corridor, south of west Rico townsite Blocks 34 and 36, in a portion of N1/2 of the NE1/4 of the SE1/4, and the NW1/4 of the SE1/4 of the SE1/4 of Section 35, T40N, R11W, NMPM, Dolores County, comprising portions of the San Juan Nation Forest, R.G.S. "Y" Tract, Winkfield Tract, Winkfield Tract West, A.E. Arms Tract North, and Max Boehmer Tract, and portions of the following patented mine claims: Iron Clad (Mineral Survey No. 865), Santa Cruz (Patent No. 25864, Mineral Survey No. 6132), Hardscrabble (Patent No. 27326, Mineral Survey No. 8070), and Burchard (Patent No. 27326, Mineral Survey No. 8070). Approximately 5 acres.
 - d. Silver Swan Mine Site, CDPHE VCUP Site No. 22, located on the west side of the Dolores River corridor in the southwest portion of the Rico townsite in a portion of the S1/2 of the SE1/4 of the SE1/4 of Section 35, T40N, R11W, NMPM, Dolores County, comprising portions of the A.E. Arms Tract North,

- A. E. Arms Tract, F.G. Day Tract, A.E. Arms Tract South, and R.G.S. R.O.W. South. Approximately 4 acres.
- e. Silver Swan Mine East Wasterock Pile Site, located on the east side of the Dolores River corridor west of the historic Rio Grande Southern railroad grade, in portions of the SE1/4 of the SE1/4 of the SE1/4 of Section 35, T40N, R11W, NMPM, Dolores County, within portions of the following land tracts: F.G. Day Tract and R.G.S. R.O.W. South; materials from the site were consolidated to the Columbia Tailings Site, CDPHE VCUP Site No. 30. Approximately 0.1 acre.
 - f. Pro Patria Mill Tailings Site, located on the east side of the Dolores River corridor east of the historic Rio Grande Southern railroad grade, west of River Street, and southwest of the west end of Mantz Avenue (where the historic Pro Patria mill was located), in portions of the E1/2 of the E1/2 of the NE1/4 of Section 35 and SW1/4 of the NW1/4 of the NW1/4 of Section 36, T40N, R11W, NMPM, Dolores County, within portions of the following land tracts: R.G.S. Tract, Roy's Tract, and Block 28, Lots 3-4 and west 80 feet of Lots 5-20; materials from the site were consolidated to the Columbia Tailings Site, CDPHE VCUP Site No. 30. Approximately 2 acres.
 - g. Van Winkle Mine Site, Van Winkle Subdivision (recorded plat at Reception No. 157374), Lot 2 and Lot 3, Rico, Dolores County.
 - h. East Shamrock Mine Wasterock Pile Site, located north of the Pro Patria Mill Tailings Site on the east bank of the Dolores River, approximately ½ mile north of the Columbia Tailings Site; materials from the site were consolidated to the Columbia Tailings Site, CDPHE VCUP Site No. 30.
11. Excavated Soils. Excavated Soils shall mean soils (including Surface Soils and underlying soils) disturbed at, or excavated from, the property during a Development Activity.
 12. Existing Soils Cover. Existing Soils Cover shall mean a Soils Cover that has been installed over a geotextile fabric or other cover that meets the requirements of Section D.7.D, the placement of which is documented in soil remediation records maintained by the Town under these Regulations.
 13. Mine Waste. Mine Waste shall mean solid waste materials resulting from mining, milling, smelting or processing operations, including, without limitation, waste rock, ore, and tailings, which are visibly distinctive in appearance (color and texture) as compared to the surrounding Native Soil, unless testing shows the material does not contain lead at a concentration greater than the Residential Action Level using the analytical procedures set forth in Section D.6.C.
 14. Native Soils. Native Soils shall mean naturally occurring soils (not imported fill or landscaping materials) that exist at the property subject to the Development Activity

- prior to the Development Activity that have not been significantly disturbed in the past (e.g., regraded).
15. Non-Native Fill. Non-Native Fill shall mean soils from a location other than the property subject to the Development Activity.
 16. Open Space. Open Space shall mean an area of one or more parcels that is zoned as an Open Space District as defined in the RLUC, Article II § 290. The Open Space Action Level applies to soil on Open Space properties, except on those portions of Open Space properties where active play areas frequented by young children (as identified by the Town) are present, in which case the Residential Action Level will apply.
 17. Open Space No Action Confirmation: Open Space No Action Confirmation shall mean a determination by the Town issued pursuant to Section D.2.D of these Regulations for an Open Space property with lead soil concentrations below the Open Space Action Level. An Open Space No Action Confirmation issued pursuant to Section D.2.D is separate and independent from a VCUP No Action Determination as defined in Section D.2.B.29.
 18. Planned Unit Development. Planned Unit Development shall have the meaning stated in § 24-67-103(3), C.R.S., and shall include, without limitation, any Development (as defined in Article IX, Section 910 of the RLUC) within a Residential Planned Unit Development District or a Commercial Planned Unit Development District in the Town of Rico, as such terms are used and defined in Articles II, III, and VIII of the RLUC.
 19. Public Facilities. Public Facilities shall mean an area of one or more parcels that is zoned as a Public Facilities Zone District as defined in the RLUC, Article II § 290. The Public Facilities Action Level applies to soil on Public Facilities properties, except on those portions of Public Facilities properties where active play areas frequented by young children as identified by the Town are present, in which case the Residential Action Level will apply.
 20. Public Facilities No Action Confirmation: Public Facilities No Action Confirmation shall mean a determination by the Town issued pursuant to Section D.2.D of these Regulations for Public Facilities property with lead soil concentrations below the Public Facilities Action Level. A Public Facilities No Action Confirmation issued pursuant to Section D.2.D is separate and independent from a VCUP No Action Determination as defined in Section D.2.B.29.
 21. Residential No Action Confirmation. Residential No Action Confirmation shall mean a determination by the Town issued pursuant to Section D.2.D of these Regulations for a Residential Use property with lead soil concentrations below the Residential Action Level. A Residential No Action Confirmation issued pursuant to Section

- D.2.D is separate and independent from a VCUP No Action Determination as defined in Section D.2.B.29.
22. Residential Use. Residential Use shall mean use of a property where zoning allows for residential use, as provided in the RLUC. Residential Use is allowed in all zoning districts except for “Public Facilities” and “Open Space.” The Residential Action Level applies to soil on Residential Use properties and those portions of Public Facilities and Open Space properties where active play areas frequented by young children as identified by the Town are present.
 23. Rico Soils Lead Repository or Repository. Rico Soils Lead Repository or Repository shall mean the soil lead repository located approximately 0.75 miles north of Rico and adjacent to the St. Louis Tunnel portal in the NW114, NW1/4 of Section 25, T40N, R11W in Dolores County, and operated under the Certificate of Designation issued by Dolores County on October 24, 2005.
 24. Rico Soils Overlay Zone District (“RSOZ”). Rico Soils Overlay Zone District shall mean the area delineated on Figure F-1 as the RSOZ but excluding the area delineated as the EROZ.
 25. Soils Excavation Permit. Soils Excavation Permit shall mean a soils excavation and grading permit approved by the Environmental Officer pursuant to these Regulations.
 26. Soils Cover. Soils Cover shall mean a cover consisting of natural earthen or other material that meets the requirements of Section D.7.D placed over contaminated soils or material to encapsulate, immobilize, and eliminate surface exposure of such soils and material.
 27. Subdivision. Subdivision shall mean the subdivision activities listed in Article V, Section 506.1 of the RLUC, and any other division of land within the Town of Rico into two or more lots, tracts, sites, parcels, separate interests, interests in common, or other division that is subject to the Rico Subdivision Regulations, as defined in Article V, Section 506.1 of the RLUC.
 28. Surface Soils. Surface Soils shall mean earthen material found in the top twelve (12) inch soil layer. Where Surface Soils are either Native Soils or Disturbed Native Soils or Non-Native Fill comprising a depth of at least twelve (12) inches, soil samples collected from the top two (2) inches of the soil layer shall be considered representative of Surface Soils for the purpose of characterizing the soil lead concentrations. Where Surface Soils are Disturbed Native Soils or Non-Native Fill comprising a depth of less than twelve (12) inches, soil samples collected from the top two (2) inches of the soil layer may be considered representative of Surface Soils on a case-by-case basis in consultation with the Environmental Officer.
 29. VCUP No Action Determination (“VCUP NAD”). VCUP NAD shall mean a property-specific determination made by CDPHE pursuant to the Colorado Voluntary Cleanup and Redevelopment Act, § 25-16-307, C.R.S., that remediation of the

- property is not necessary to protect human health and the environment in light of the current or proposed use of the property, because sampling performed in accordance with these Regulations demonstrates that lead in soil does not exceed the applicable Action Level. A VCUP NAD also means CDPHE written concurrence with a Residential, Public Facilities, or Open Space No Action Confirmation obtained from the Town pursuant to Section D.2.D of these regulations, when the property owner (or property owner's designated representative) submits a no action petition to CDPHE pursuant to § 25-16-307, C.R.S. Consistent with Section D.2.F.6 of these Regulations, Development Activities on properties for which a prior VCUP NAD has been made are exempt from these Regulations, provided that, (i) no exposed Mine Waste is encountered on the property; and (ii) for Public Facilities properties, there has not been a change in the zoning of the property to Residential Use, and for Open Space properties, there has not been a change in the zoning of the property to Public Facilities or Residential Use since issuance of the VCUP NAD.
30. VCUP No Further Action Determination ("VCUP NFA"). VCUP NFA shall mean a property-specific determination made by CDPHE pursuant to the Colorado Voluntary Cleanup and Redevelopment Act, § 25-16-307, C.R.S., that soil remediation performed and maintained in accordance with a Soils Excavations Permit issued by the Town pursuant to these Regulations is adequate to protect human health and the environment in light of the current or proposed use of the property, where the surface soil-lead concentrations were above the applicable Action Level before the Development Activity, and the property owner (or property owner's designated representative) has requested, and received, the determination after the Effective Date of these Regulations. VCUP NFA shall also mean a property-specific determination by CDPHE issued pursuant to § 25-16-307, C.R.S., prior to the Effective Date of these Regulations for soil remediation performed on a property in accordance with a CDPHE-approved VCUP application that resulted in a prior VCUP NFA. Development Activities on properties for which a prior VCUP NFA has been made remain subject to these Regulations.
31. CDPHE VCUP Project Manager. CDPHE VCUP Project Manager shall mean the current CDPHE individual(s) overseeing any existing and prospective VCUP projects in and around Rico, CO, whose office is located at 4300 Cherry Creek Drive South, Denver, CO 80246.
- C. Town Approval. Unless exempt under these Regulations, any Development Activity within the RSOZ shall require (a) prior approval by the Town of a Soils Excavation Permit; or (b) a Residential, Public Facilities, or Open Space No Action Confirmation issued by the Town pursuant to Section D.2.D of these Regulations. A Residential, Public Facilities, or Open Space No Action Confirmation under these Regulations will apply to subsequent development activities at the property, unless the provisions of Section D.2.D provide otherwise.

D. Residential, Public Facilities, or Open Space No Action Confirmations. A Residential, Public Facilities, or Open Space No Action Confirmation under these Regulations shall mean that the property or portion of the property for which the Confirmation is obtained is exempt from the requirement to obtain a Soils Excavation Permit. However, a Public Facilities No Action Confirmation will no longer apply if the zoning on the property changes to allow Residential Use, and an Open Space No Action Confirmation will no longer apply if the zoning on the property changes to allow Residential Use or Public Facilities (subject to applying for and receiving a Residential or Public Facilities No Action Confirmation following the change in use). Additionally, properties that receive Residential, Public Facilities, and Open Space No Action Confirmations shall remain subject to the Mine Waste management provisions of Section D.7.E of these Regulations if exposed Mine Waste is encountered on the property during a Development Activity. A Residential, Public Facilities, or Open Space No Action Confirmation under these Regulations may be obtained under the following circumstances and with the following conditions:

1. **For Developments on Residential Use or Public Facilities Property Less than 5,000 Square Feet:** If the lead concentration in each composite sample collected from Surface Soils at the property is below the applicable Action Level based on soil sampling conducted pursuant to the procedures established in Section D.6, then the Developer may apply for a Residential or Public Facilities No Action Confirmation, as applicable based on the zoning of the property. However, a Public Facilities No Action Confirmation will no longer apply if there has been a change in zoning of the property to allow Residential Use (subject to applying for and receiving a Residential No Action Confirmation following the change in use).
2. **For Developments on Residential Use or Public Facilities Properties Greater than 5,000 Square Feet:** If the lead concentration in each composite sample collected from Surface Soils at the property is below the applicable Action Level based on soil sampling conducted pursuant to the procedures established in Section D.6, then the Developer may apply for a Residential or Public Facilities No Action Confirmation, as applicable based on the zoning of the property. If sampling has been or is conducted on only the portion of the property that is developed or is to be developed, and the lead concentration in each composite sample collected from Surface Soils in that portion of the property is below the applicable Action Level based on soil sampling conducted pursuant to the procedures established in Section D.6, then the Developer may apply for a Residential or Public Facilities No Action Confirmation for that portion of the property, as applicable based on the zoning of the property. The Residential or Public Facilities No Action Confirmation will not apply to any other portion of the property. Additionally, a Public Facilities No Action Confirmation will no longer apply if there has been a change in zoning of the property to allow Residential Use (subject to applying for and receiving a Residential No Action Confirmation following the change in use).

3. **For Developments on Open Space Areas:** If the lead concentration in each composite sample collected from Surface Soils in the portion of the property to be developed is below the Open Space Action Level based on soil sampling conducted pursuant to the procedures established in Section D.6, then the Developer may apply for an Open Space No Action Confirmation for that portion of the property. The Open Space No Action Confirmation will not apply to any other portion of the property. Additionally, the Open Space No Action Confirmation will no longer apply if there has been a change in zoning of the property to allow Residential Use or Public Facilities (subject to applying for and receiving a Residential or Public Facilities No Action Confirmation following the change in use).
 4. **Recording:** A Residential, Public Facilities, or Open Space No Action Confirmation shall be signed by the Environmental Officer and filed with the Town within five (5) business days after the Environmental Officer's issuance of the Residential, Public Facilities, or Open Space No Action Confirmation. The Developer may elect to record the Residential, Public Facilities, or Open Space No Action Confirmation in the Dolores County Clerk and Recorder's Office.
- E. Activities Not Entitled to Certain VCUP Benefits. A Development Activity proposed for the sole purpose of covering, capping, removing, or reducing the concentration of or potential for exposure to contamination or contaminants in the soil, *e.g.*, where there is no current or planned use of the property for residential-~~or~~, commercial, or recreational purposes, or need for the Development Activity for utility maintenance or repair, shall not be eligible for certain benefits of the Rico Soils Management Program, as described in the VCUP Application, including reimbursement for incremental costs, use of the Repository, and the provision of materials.
- F. Activities Exempt from Regulations. The following Development Activities are hereby exempt from review and application of these Regulations, except that if Mine Waste is encountered in the course of a Development Activity in the RSOZ, the Developer shall comply with Section D.7.E:
1. A discrete event of excavation/grading/digging/filling, not associated with a larger plan for development, resulting in a disturbance of less than a total of **one cubic yard** of soil associated with the Development Activity, provided that this exemption does not apply to any excavation the purpose of which is to install, relocate, or repair underground utilities;
 2. Installation, repair or relocation of fences and porches;
 3. Excavation for the sole purpose of conducting soil sampling and other soils testing, provided that this exemption does not apply to test pitting for the purposes of soil sampling if the excavation disturbs greater than one cubic yard of soil;
 4. Excavation for the sole purpose of conducting soil testing for septic tanks on undeveloped properties;

5. Excavation/grading/digging/filling required to address an emergency situation, including, without limitation, broken or frozen plumbing fixtures, provided that the Environmental Officer confirms the emergency nature of the situation, that the Developer complies with these Regulations to the maximum extent practicable under the circumstances, and that the Developer complies fully as soon as the emergency has passed, including by complying with the remedial standards in Section D.7; and
 6. Development Activities on properties where testing has confirmed that lead concentrations in Surface Soils do not exceed the applicable Action Level, and either (i) the Town has issued a Residential, Public Facilities, or Open Space No Action Confirmation consistent with Section D.2.D of these Regulations, or (ii) a prior VCUP NAD has been made and remains in effect.
- G. Phase 1 VCUP Remediation Exempt from Regulations and Article IV, Section 494 of the RLUC. The Phase 1 VCUP soil remediation work performed by Atlantic Richfield Company, pursuant to Section 6 and Appendix ~~D-B~~ of the VCUP Application, shall be exempt from review and application of these Regulations because Section 6 and Appendix B of the VCUP Application satisfy the requirements of these Regulations. For the same reason, Phase 1 VCUP soil remediation work performed by Atlantic Richfield Company on property owned by the Town, pursuant to Section 6 and Appendix B of the VCUP Application, shall be exempt from the requirements of Article IV, Section 494 of the RLUC.
- H. Exemption for Town Development Activities Along Road and Alley Segments Prior to Phase 1 VCUP Road Remediation. At the Environmental Officer's discretion, the Environmental Officer may exempt from these Regulations Development Activities involving excavation of Town road and alley segments for the purpose of installing utility infrastructure prior to the commencement of the Phase 1 road remediation described in Appendix ~~D-B~~ of the VCUP Application, provided that excavated material is returned to the excavation or otherwise managed consistent with these Regulations. A decision by the Environmental Officer to grant or deny an exemption pursuant to this Section D.2.H may be appealed to the Board of Trustees, which appeal shall proceed in accordance with the provisions set forth in Article V, Section 516 of the RLUC.
- I. Failure to Obtain Prior Approval. The following are deemed a violation of this RLUC and shall be punishable in accordance with Article ~~VIII~~: (a) the commencement of any Development Activity not exempted by Section D.2.F within the RSOZ prior to review and approval by the Town; and (b) the failure to comply with Section D.9 for any property within the EROZ.
- J. Failure to Obtain or Comply with Soils Excavation Permit or File Required Cleanup Completion Report. Any failure to obtain a Soils Excavation Permit when so required, to comply with a Soils Excavation Permit that has been obtained, or to file a Cleanup Completion Report required pursuant to Section D.5.B is hereby deemed a violation of this RLUC and shall be subject to the enforcement provisions of the RLUC, including but not limited to provisions in Article ~~VIII~~.

- K. Prohibition on Creation of Nuisance. Partial completion of work covered by an approved Soils Excavation Permit can in some instances create a nuisance pursuant to Ordinance Number 277. The creation of such nuisance is hereby prohibited.
- L. Failure to Perform and Report Required Testing. It is illegal and a violation of these Regulations to falsify or fail to disclose to the Town any test results required by these Regulations.
- M. Persons Liable. The owner, tenant, or occupant of any building or land or part thereof and any builder, agent, or other person who participates in, assists, directs, creates, or performs any Development Activity without first performing the requirements of these Regulations may be held responsible for the violation of these Regulations and subject to the enforcement provisions of the RLUC.
- N. Duration of Soils Excavation Permit. Soils Excavation Permits issued under these Regulations shall be valid for a period not to exceed one year, unless renewed by the Environmental Officer.
- O. Transfer of Soils Excavation Permit. A Soils Excavation Permit is not transferable to a subsequent owner unless the subsequent owner expressly agrees to transfer of the permit into his or her name in writing and obtains written consent of the Environmental Officer for such transfer.
- P. Effective Date of Regulations. These Regulations shall take effect ~~upon~~ 30 days after adoption by the Town Board of Trustees, which shall be the “Effective Date²²,” and shall only apply to Applications filed pursuant to Section D.4 after the Effective Date.
- Q. Consultation to Amend. Prior to the Town considering any amendment to these Regulations in this Appendix D of the RLUC, the Town shall consult with CDPHE and shall incorporate such requirements as CDPHE may recommend to ensure these Regulations continue to protect human health and the environment.
- R. Lack of Third-Party Enforcement Rights. The enforcement of these Regulations is within the discretionary police power of the Town of Rico, and these Regulations are not intended to, nor do they, create a third-party right of enforcement; provided, however, that these Regulations are directly enforceable by CDPHE, pursuant to the Intergovernmental Agreement between CDPHE and the Town of Rico.
- S. Water Quality Issues Not Addressed. These Regulations do not address water quality issues, and it remains the responsibility of the Developer to comply with state and federal requirements with respect thereto.

Rico Land Use Code Appendix D Section D.3 Reviewing Entity

- A. Environmental Officer. The Town Manager is the representative of the Town for purposes of administering these Regulations and shall be responsible for issuing Soils Excavation Permits under these Regulations. The Town Manager shall be referred to as the “Environmental Officer” in this capacity. The Town Manager may, with consent of the Board of Trustees,

designate another person to serve as the Environmental Officer for purposes of these Regulations or to fulfill certain tasks for which the Environmental Officer is responsible under these Regulations. Such designation shall remain in effect until revoked by the Town Manager or Board of Trustees, with or without cause.

Rico Land Use Code Appendix D Section D.4 Application Requirements

Before commencing any non-exempt (with exempt activities being those specified in Section D.2.F) Development Activity within the RSOZ, the Developer shall prepare and submit an application in hard copy and in electronic format to the Town, for review by the Environmental Officer, ~~containing the following.~~ The application shall contain the following information unless, in consultation with CDPHE, the Environmental Officer determines that the required information is not applicable to the scope of work to be performed under the application, or that the Environmental Officer already has the required information on file, and waives the requirement for the Developer to include that specific information:

- A. Existing Soil Sampling Data. The Developer shall submit with the application all existing soil sampling data reasonably available to the Developer for the subject property and/or any information regarding the presence of Disturbed Native Soils, Non-Native Fill materials, and/or an Existing Soils Cover at the subject property. The source of soil data shall be identified. The Developer shall consult with the Environmental Officer regarding the availability of existing data before submitting an application, so that all existing data, including soil data collected to support VCUP projects within the Town of Rico, is provided in the application.
- B. New Soil Sampling Data. If the existing soil sampling data for the property do not meet the standards for soil sampling set forth in Section D.6, or conditions on a site have changed such that existing soil sampling data are no longer representative, then the Developer shall submit new soil sampling data that meet the standards of Section D.6. The Environmental Officer may also determine upon review of the application that more data are desired to assess soil or fill conditions or to facilitate the development of the property for the proposed use, in which case the Developer shall resubmit the application with the required soil sampling data.
- C. Soil Sampling Data Must Be Submitted with Application. The Developer shall submit the required sampling data, whether existing or new, with the Application, regardless of whether the Developer proposes to place Non-Native Fill, use Disturbed Native Soils, or retain the Native Soils following the Development Activity. Submission of sampling data for an Existing Soils Cover is not required.
- D. Description of Property Zoning. The Developer shall identify whether the property qualifies as Residential Use, Public Facilities, or Open Space pursuant to these Regulations and the zoning provisions of the RLUC.
- E. Description of Proposed Development Activity. The Developer shall describe the proposed Development Activity, including a narrative statement, site plan, description of area and depth of any excavation or fill placement, extent of any grading, and the time frame for the

Development Activity. To the extent stockpiling of soils is planned during the Development Activity, the Developer shall specify the means of protecting the stockpile and the planned duration of the proposed stockpiling. If placement of a Soils Cover is an element of the Development Activity, the Developer shall specify the source of the Soils Cover material to be used and the means by which that cap shall be placed and maintained.

- F. Authorization for VCUP Representation. In an application submitted pursuant to these Regulations, the Developer may, if it has not already done so, authorize the Town and Atlantic Richfield Company to act as its VCUP representative for purposes of obtaining a VCUP NFA from CDPHE upon completion of a Development Activity performed in accordance with these Regulations.

Rico Land Use Code Appendix D Section D.5 Application Review and Determinations

- A. Application Review. The Environmental Officer shall review the application to determine: (1) whether the required information is contained in the application, taking into account any waiver granted by the Environmental Officer pursuant to Section D.4; (2) whether a Soils Excavation Permit is in fact required for the specific property and Development Activity at issue; (3) if soil sampling data is required for the specific property and Development Activity, whether sufficient data that meets the standards for soil sampling set forth in Section D.6 has been submitted; (4) whether the Developer has requested a conditional Cleanup Completion Certification for the Development Activity pursuant to Section D.5.D; and (5) whether the Developer has requested a Residential, Public Facilities, or Open Space No Action Confirmation pursuant to Section D.2.D. If the required information has been submitted, the Environmental Officer may: (1) approve the application and issue the Soils Excavation Permit; (2) issue a conditional Cleanup Completion Certification; (3) issue a Residential, Public Facilities, or Open Space No Action Confirmation; or (4) deny the application. If the application is denied, the Environmental Officer shall state in writing the reason(s) for the denial.
- B. Cleanup Completion Report. For any Development Activity subject to an approved Soils Excavation Permit, the Developer shall prepare and submit a Cleanup Completion Report to the Town once the work as described in the approved Soils Excavation Permit is complete. The Cleanup Completion Report shall set forth: a legal description of the site; a description of the nature of the site, lead concentrations in Surface Soils, and date of soil sample collection and analysis for lead; documentation of the location, quantity and date that soils with elevated lead concentrations were removed from the site; and shall include as an attachment the Soils Excavation Permit approved by the Town. If the Developer has removed soil from the property, the Developer shall provide documentation that the soil was properly disposed of pursuant to this Appendix D of the RLUC.
- C. Cleanup Completion Certification. Based on the information provided in the Cleanup Completion Report, the Environmental Officer shall either issue a Cleanup Completion Certification for the Development Activity or decline to issue a Cleanup Completion Certification and provide conditions that need to be met to obtain a Cleanup Completion

Certification. At its sole discretion, the Environmental Officer may require an inspection of the property to determine whether the information provided in the Cleanup Completion Report is accurate before issuing or declining to issue a Cleaning Completion Certification. The Cleanup Completion Report shall be signed by the Environmental Officer and filed with the Town within five (5) business days after the Environmental Officer's issuance of a Cleanup Completion Certification. The Developer may also record the Cleanup Completion Report and Cleanup Completion Certification in the Dolores County Clerk and Recorder's Office.

- D. Conditional Cleanup Completion Certification. A Cleanup Completion Certification may be issued conditionally when the conditions outlined in Section D.7.A.1 of these Regulations are met. The Environmental Officer may include appropriate conditions in a conditional Cleanup Completion Certification, including but not limited to the conditions that the Development Activity not disturb soils below an Existing Soils Cover and the Existing Soils Cover will be repaired as part of the Development Activity. After completion of the Development Activity and a successful inspection by the Environmental Officer to ensure that the requirements of Section D.7.D are met, the Environmental Officer shall make the conditional Cleanup Completion Certification final rather than conditional, and the Cleanup Completion Certification may be recorded in the Dolores County Clerk and Recorder's Office.
- E. Appeals. A Developer may appeal any final decision by the Environmental Officer as to the issuance or denial of a Soils Excavation Permit, Residential, Public Facilities or Open Space No Action Confirmation, or Cleanup Completion Certification. The Developer may appeal the decision of the Environmental Officer to the Board of Trustees by filing a notice of appeal with the Town Clerk within thirty (30) days of the Developer's receipt of the final decision by the Environmental Officer. The appeal to the Board of Trustees shall proceed in accordance with the provisions set forth in Article V, Section 516 of the RLUC.

Rico Land Use Code Appendix D Section D.6 Standards for Soil Sampling

The following requirements and guidelines shall govern all environmental testing and sampling performed under these Regulations:

- A. Existing Soil Sampling Data. A Developer may use existing soil sampling data to satisfy Soils Excavation Permit requirements if the number and types of samples collected and the laboratory analyses conducted meet the standards in this Section D.6.
- B. Approved Sampling Contractors. All sampling and analysis must be performed by a qualified contractor, and the conformance of all sampling and analysis with the standards set forth in this Section D.6 must be certified by a Professional Engineer ("P.E.") registered and licensed in the State of Colorado or a Professional Geologist ("P.G.") meeting the requirements of § 23-41-208(1)(b), C.R.S. The proper chain of custody shall be maintained and documented for all samples collected for the property. All samples undergoing laboratory analysis shall be submitted to a CDPHE-approved or EPA-certified laboratory qualified to perform metals analysis in a solid matrix.

- C. Analytical Procedures. All samples to be analyzed for lead content will be sieved through a U.S. Standard No. 10 mesh sieve. If any sample has less than 5 percent passing the No. 10 sieve it should be discarded and not processed further for metals analysis. Soil samples shall be analyzed for lead using laboratory-grade x-ray fluorescence (XRF) or using inductively coupled plasma (ICP). Analytical methods shall conform to the then-current procedures prescribed in EPA's Test Methods for Evaluating Solid Waste, Physical / Chemical Methods, SW-846, as amended, or an equivalent method approved by the Environmental Officer.
- D. Minimum Number of Samples. Within each sampling sector established pursuant to Section D.6.E, soil samples will be collected from a depth of 0 inches to 2 inches (below the base of any sod or root mat that may be present) at five randomly selected locations. The five surface samples collected from within each sector should be of similar size and composited into a single sample for analysis for that sector. Soil samples should not be collected from locations where Mine Waste material is observed or from the drip zone of buildings (four feet from the edge of a building) to avoid lead paint contamination. If any areas of the sampling sector include areas from which Mine Waste has been removed, one of the samples should be collected from that area.
- E. Number and Division of Sampling Sectors. When soil sampling data are collected, whether before or after development, adherence to the following sampling plans is required:
1. **For Properties Less than 5,000 Square Feet**: Properties less than or equal to 5,000 square feet in total area will be divided into at least two sampling areas, excluding buildings, pavement, or other permanent caps over the soil. A minimum of two composite samples (comprised of five subsamples each), one each from the front yard and back yard (and side yard if substantial), plus a separate sample for each distinct driveway, vegetable garden, and play area, if present, will be collected.
 2. **For Public Facilities Properties Greater than 5,000 Square Feet and Less than 0.5 Acre**: The property shall be divided into a minimum of four (4) sampling sectors not to exceed 5,000 square feet in size (excluding buildings, pavement, or other permanent caps over the soil that cannot be removed by hand to expose the underlying soil). If only a portion of such property is to be developed, the Developer may: (i) subdivide the property subject to provisions in the RLUC and complete the sampling only on the portion of the property that will be developed; or (ii) sample a 100-foot radius ("Sampling Radius") around the area affected by the Development Activity and, when submitting a Cleanup Completion Report to the Town per Section D.5.B, provide clear documentation of the portions of the property that have and have not been sampled and remediated. If the resulting Subdivision or Sampling Radius results in an area greater than 5,000 square feet, it shall be divided into sampling sectors as described in this sub-paragraph. If the resulting Subdivision or Sampling Radius results in an area less than 5,000 square feet in size, it shall be divided into two (2) sampling sectors based on the criteria in Section D.6.E.1. Once the sampling sectors have been defined, the procedures established in Section D.6.D shall be followed for each sampling sector. A separate sample will also be collected for each

distinct driveway, vegetable garden, and play area, if present. This section does not create any additional rights for creating a Subdivision, and any Subdivision must comply with all other applicable requirements of the RLUC for obtaining the Subdivision approval.

3. **For Residential Use Properties Greater than 5,000 Square Feet and Less than 0.5 Acre:** The property shall be divided into a minimum of four (4) sampling sectors not to exceed 5,000 square feet in size (excluding buildings, pavement, or other permanent caps over the soil that cannot be removed by hand to expose the underlying soil). If only a portion of such property is to be developed, the Developer may (i) subdivide the property subject to provisions in the RLUC; or (ii) establish and document a Sampling Radius as provided for in Section D.6.E.2, and complete the sampling only on the portion of the property to be developed and, if necessary, remediated, so long as the development area sampled includes the greater of: (a) a total area of 3,000 square feet adjacent to and surrounding the residence, not including areas covered by pavement or other permanent caps over the soil; (b) the portion of the property to be developed that will not be covered by buildings, pavement, or other permanent caps over the soil; or (c) all areas to be developed as lawns (sod or seeded), play areas, gardens, and other landscaped features around any structures. If the sampling area based on the above criteria is greater than 5,000 square feet, it shall be divided into sampling sectors as described in this subparagraph. If the sampling area based on the above criteria is less than 5,000 square feet in size, it shall be further divided into two (2) sampling sectors based on the criteria in Section D.6.E.1. Once the sampling sectors have been defined, the procedures established in Section D.6.D shall be followed for each sampling sector. A separate sample will also be collected for each distinct driveway, vegetable garden, and play area, if present. This section does not create any additional rights for creating a Subdivision, and any such Subdivision must comply with all other applicable requirements of the RLUC for obtaining the Subdivision approval.
4. **For Residential Use and Public Facilities Properties Greater than 0.5 Acres:** The property to be sampled shall consist of a 100-foot radius around the area affected by the Development Activity. The procedures of Section D.6.E.1 through D.6.E.3 shall apply depending on the size and zoning designation – Residential Use or Public Facilities – of the portion of the property subject to sampling. On portions of such property outside the 100-foot radius around the area affected by the Development Activity, no specific standard or requirement applies, except that if Mine Waste is encountered, the provisions for management of Mine Waste in Section D.7.E shall apply.
5. **For Open Space Areas:** The area to be sampled shall consist of the area affected by the Development Activity (e.g., only the area impacted by a utility easement, road, or trail), and not the full area of the individual lot or lots. The procedures of Section D.6.E.1, D.6.E.2, and D.6.E.4 shall apply depending on the size of the portion of the

property subject to sampling. On undisturbed portions of such property where the use is to remain Open Space, no specific standard or requirement applies, except that if Mine Waste is encountered, the provisions for management of Mine Waste in Section D.7.E shall apply.

- F. Placement of Non-Native Fill. The Developer shall identify the source of any Non-Native Fill transported to the property as part of the Development Activity, whether for use as a Soils Cover or any other purpose, and shall: (1) show that the source has been approved by the Town pursuant to Section D.7.D; or (2) show, using sampling data or other information acceptable to the Environmental Officer, that the Non-Native Fill contains less than 100 mg/kg lead.
- G. Additional Sampling. Additional sampling may be required if deemed necessary by the Environmental Officer for accurate analysis of potential health risks posed by soil conditions considering the proposed Development Activity and/or use of the property.
- H. Failure to Certify Soil Testing. The Developer's failure to provide to the Town soil sampling data that has been certified by a registered and licensed P.E. or a P.G. meeting Colorado statutory requirements shall result in denial of the Soils Excavation Permit.
- I. Provision of All Soil Sampling Results. Developers shall promptly provide all soil sampling results to the Town.

Rico Land Use Code Appendix D Section D.7 Remediation Standards

The objective of these Remediation Standards is to ensure that the average lead concentration in exposed soil in each sector of the property, whether Native Soils, Disturbed Native Soils, or Non-Native Fill, based on soil samples collected according to or in a manner consistent with Section D.6, do not exceed applicable Action Levels. If the lead concentration of one or more composited Surface Soil samples collected within a sampling sector exceeds the applicable Action Level for the property in question, then the average lead concentration for Surface Soils in that sector is deemed to exceed the Action Level.

- A. Requirements Applicable to Development Activities on Properties or Property Sectors with an Existing Soils Cover.
 - 1. If the Development Activity will not disturb soils below the Existing Soils Cover or any disturbance to the Existing Soils Cover is limited to the depth of that soil cover, which is typically no more than twelve (12) inches below the ground surface, and the Existing Soils Cover will be repaired as part of the Development Activity, the Developer may seek a conditional Cleanup Completion Certification from the Town, based on the existing conditions meeting the requirements of Section D.7.D. The purpose of the conditional Cleanup Completion Certification is to allow the Development Activity to proceed with minimal administrative requirements, while ensuring the Environmental Officer is aware of the Development Activity. Upon completion of the Development Activity, the Developer shall schedule and complete

an inspection by the Environmental Officer to ensure that the requirements of Section D.7.D are met.

2. If the Development Activity will disturb an Existing Soils Cover and underlying soils, then:
 - a. The Existing Soils Cover material (above the geotextile fabric) shall, to the extent practicable, be removed and stockpiled on a clean surface (e.g., pavement or plastic sheets) and later reused for repairing the Soils Cover (or at other locations at the site), provided the Existing Soils Cover material does not become contaminated with underlying soils or Mine Waste and provided further that such Existing Soils Cover material is stockpiled onsite at the property that is subject to the Development Activity. If contamination of the Existing Soils Cover material occurs during the course of a Development Activity, the Developer shall notify the Environmental Officer, who will address such situations on a case-by-case basis to ensure proper management and disposal of the contaminated Existing Soils Cover material. In the Environmental Officer's discretion, and on a case-by-case basis, contamination of the Existing Soils Cover material may lead to the Developer's exclusion from certain benefits of the Rico Soils Management Program, as described in the VCUP Application, up to and including loss of reimbursement for the incremental costs of handling the contaminated Existing Soils Cover material.
 - b. Excavated Soils shall (i) to the extent space is available in the excavation, be returned to the excavation to a depth up to twelve (12) inches below the final surface grade and placed below a Soils Cover pursuant to Section D.7.D; or (ii) demonstrated to have lead levels below the applicable Action Level using the sampling procedures established in Section D.6. Any Excavated Soils that remain after backfilling to a depth up to twelve (12) inches below the final surface grade shall be managed in accordance with Section D.7.C. If Excavated Soils are stockpiled onsite at the property that is subject to the Development Activity, they must be stockpiled in an area to be capped or on a surface that will be cleaned after the stockpile is removed.
 - c. Stockpiled Excavated Soils shall be protected from erosion, covered with plastic sheets, or managed using other appropriate controls if left on site for more than 24 hours. Any soil that does erode or blow from a stockpile shall be promptly collected and returned to the stockpile. Using best management practices, the Developer must also control generation and dispersal of fugitive dust from any soil or Mine Waste that is exposed by the Development Activities. It is not permissible to stockpile soils that will be sent to the Repository, except as provided in Section D.7.C.

- d. The final grade in the area disturbed by the Development Activities must consist of a Soils Cover meeting the requirements of Section D.7.D.
- e. Confirmation soil samples must be collected according to the procedures established in Section D.6 in any areas where the upper 2 inches of the exposed final grade consists of Native Soils that were not previously tested (for example, deeper soils exposed by excavation and grading activities or Surface Soils that remained in place but were potentially contaminated by Development Activities), to demonstrate that these materials are below the applicable Action Level. Confirmation sampling is not required for caps consisting of imported fill from a location pre-approved by the Town pursuant to Section D.7.D.

B. Requirements Applicable to Development Activities on Properties or Property Sectors Without an Existing Soils Cover.

1. If the lead concentration in each composite sample collected from Surface Soils at the property is below the applicable Action Level based on soil sampling conducted pursuant to the procedures established in Section D.6, then no further testing or remedial action will be required under these Regulations (other than compliance with the requirement for placement of clean Non-Native Fill), and the Developer may apply for a Residential, Public Facilities, or Open Space No Action Confirmation pursuant to Section D.2.D. However, if exposed Mine Waste is encountered on the property, the procedures of Section D.7.E shall apply.
2. For each sector where one or more composite samples in existing Surface Soils at the property is above the applicable Action Level based on soil sampling conducted pursuant to the procedures established in Section D.6, Excavated Soils shall be managed as follows:
 - a. Excavated Soils shall, to the extent space is available in the excavation, be returned to the excavation to a depth up to twelve (12) inches below the final surface grade and placed below a Soils Cover pursuant to Section D.7.D. Excavated Soils that remain after backfilling to a depth up to twelve (12) inches below the final surface grade shall be managed in accordance with Section D.7.C. Stockpiled Excavated Soils must be placed in an area to be capped or on a clean surface (e.g., pavement or plastic sheets) that will be cleaned after the stockpile is removed.
 - b. In a sampling sector where the average lead concentration of Surface Soils is below the applicable Action Level, the Applicant can elect to remove and temporarily stockpile the Excavated Soils and later reuse such soils for the Soils Cover, provided that such soils do not become contaminated with underlying soils or Mine Waste, and provided further that such materials are stockpiled onsite. Stockpiled Excavated Soils must be placed in an area to be capped or on a clean surface (e.g., pavement or plastic sheets or clean sector).

- c. Stockpiled Excavated Soils shall be protected from erosion, covered with plastic sheets, or managed using other appropriate controls if left on site for more than 24 hours. Any soil that does erode or blow from a stockpile shall be promptly collected and returned to the stockpile. The Developer must also control fugitive dust using best management practices. The Soils Excavation Permit Application shall specify appropriate time limits for temporary stockpiling of soil disturbed during the Development Activities, to be approved by the Environmental Officer.
- d. The final grade in the area disturbed by the Development Activities must consist of Soils Cover materials meeting the requirements of Section D.7.D.
- e. Confirmation soil samples must be collected pursuant to the procedures established in Section D.6 in any areas where the upper 2 inches of the final grade consists of soils that were not previously tested (for example, deeper soils exposed by excavation and grading activities or Surface Soils that remained in place but were potentially contaminated by Development Activities) to demonstrate that the average lead concentrations of these materials are below the applicable Action Level. Confirmation sampling is not required for caps consisting of imported fill from a location pre-approved by the Town pursuant to Section D.7.D.

C. Management and Disposal of Excavated Soils.

1. **For Development Activities Involving a Single Lot:** For Development Activities on a property that is not within or associated with a Planned Unit Development or Subdivision consisting of six (6) or more total lots created after the Effective Date, or at any lot subject to a Development Activity following the initial remediation of such lot pursuant to these Regulations, soils meet the criteria for disposal at the Repository if they are: (1) Excavated Soils from sectors that exceed the applicable Action Level and that remain as excess after Excavated Soils are used as backfill in the excavation; or (2) Mine Waste identified and managed in accordance with Section D.7.E. If the amount of excess Excavated Soil from a Development Activity that cannot be used as backfill is three (3) cubic yards or less, it may be transported by the Developer to the Repository for disposal without further testing to determine the concentration of lead in the soil. If the amount of excess Excavated Soil from a Development Activity that cannot be used as backfill is greater than three (3) cubic yards, excluding any soil removed to accommodate the twelve (12)-inch cap, the Developer must contact the Environmental Officer to request confirmation testing of the Excavated Soil. If such confirmation testing confirms that the excess Excavated Soil exceeds the Action Level, it may be transported by the Developer to the Repository for disposal. If such confirmation testing determines that the excess Excavated Soil does not exceed the Action Level, it shall not be transported to the Repository for disposal, and the Developer shall manage it in accordance with Article VIII of the RLUC or otherwise to prevent a nuisance. In all instances, the soil removed to accommodate the twelve

(12)-inch cap may be transported to the Repository without confirmation testing. In general, materials such as tree roots, large boulders, trash, and other non-soil debris may not be disposed of at the Repository, and must be removed from Excavated Soils before transport by the Developer to the Repository; provided however that materials removed from the top 12 inches of a property to make room for a clean Soils Cover will be accepted at the Repository, including when such materials contain rocks and vegetation. Soils to be disposed of at the Repository must be placed directly into trucks or roll-off containers at the time of excavation, or stockpiled pursuant to the procedures described in Sections D.7.A and D.7.B. The Developer shall ensure that all soils and Mine Waste transported to the Repository are covered during transport to the Repository. The Developer shall obtain a certificate from the operator of the Repository to demonstrate that soils excavated pursuant to these Regulations were in fact disposed of at the Repository, and shall submit this certificate with its Cleanup Completion Report.

2. **For Development Activities Involving a Planned Unit Development or Subdivision Consisting of Six (6) or More Total Lots Created After the Effective Date:** Excavated Soils and Mine Waste from a Development Activity within or associated with a Planned Unit Development or Subdivision consisting of six (6) or more total lots created after the Effective Date are not eligible for disposal at the Repository. Such Excavated Soils and Mine Waste shall be managed and disposed of as follows: Any Developer who generates Excavated Soils or Mine Waste in connection with a Development Activity within or associated with a Planned Unit Development or Subdivision consisting of six (6) or more total lots created after the Effective Date shall submit a soils management and disposal plan to the CDPHE VCUP Project Manager and the Environmental Officer for review and approval. The soils management and disposal plan shall describe the methods and procedures to be used by the Developer to ensure that all Excavated Soils and Mine Waste that cannot be returned to the excavation to a depth up to twelve (12) inches below the final surface grade and/or placed below a Soils Cover are managed and disposed of in accordance with applicable federal, state, and local requirements. Excavated Soils and Mine Waste from a Development Activity within or associated with such Planned Unit Developments or Subdivisions shall not be transported from the property that is subject to the Development Activity except in accordance with the soils management and disposal plan after approval in writing by CDPHE, with concurrence from the Environmental Officer. The restrictions in this paragraph do not apply where a Development Activity occurs on a lot following the initial remediation of such lot pursuant to these Regulations.

D. Installation of Soils Covers. The following materials may be used as a cap to cover soils exceeding the Action Level.

1. Soils Cover. A minimum of 12 inches of soil from the property subject to the Development Activity may be used as the Soils Cover if it has an average lead

- concentration below the applicable Action Level, provided the soils are adequately protected against erosion (e.g., by appropriate grading and/or vegetation). Alternatively, the Soils Cover may consist of soils imported from off-site (e.g., from a location other than the property subject to the Development Activity), provided the imported soils contain less than 100 mg/kg lead and otherwise are suitable for use as a Soils Cover. Such clean soils must come from a source approved by the Environmental Officer, or be shown to be clean fill by soil sampling data obtained pursuant to the procedures set forth in Section D.6. The Environmental Officer may pre-approve soil borrow areas based on analytical testing from geographic areas demonstrating the soils from such areas are below 100 mg/kg lead and otherwise suitable for use as fill due to the absence of contamination. A commercial-grade geotextile fabric or other marker material, as approved by the Environmental Officer, shall be installed directly beneath the clean soil layer to mark the boundary between the Soils Cover and underlying Native Soils.
2. Mature Trees. Where mature trees are present and will remain after the Development Activity, soil beneath the canopy must have a lead concentration less than the applicable Action Level (or 100 mg/kg lead concentrations if imported soils are used) to a depth of 12 inches at the edge of the canopy, and to a depth of 0 inches at the base of the tree trunk. For soil beneath mature Aspen trees, the depth of soil may be reduced to a uniform 4 inches depth beneath the canopy.
 3. Pavement. An impervious surface such as 4 inches of concrete or 2 inches of asphalt over a minimum 4 inches of clean granular fill (e.g., driveways, patios, walks) may be used to cover soils with concentrations of lead above the applicable Action Level.
 4. Buildings and Structures. Where construction of a permanent building or structure is part of the Development Activity, the footprint of the building or structure may be used to cover soils with lead concentrations above the applicable Action Level.
- E. Identification, Management, and Disposal of Mine Waste. Notwithstanding other terms of these Regulations, in the event that Mine Waste is encountered during any Development Activity, the Developer shall (i) presume that such materials exceed the applicable Action Level; (ii) contact the Environmental Officer to confirm the presence or absence of Mine Waste through a visual inspection and/or testing; and (iii) upon such confirmation, manage such waste pursuant to Section D.7 by removing Mine Waste from a depth of 0 to 12 inches below the ground surface for disposal at the Repository and installing a Soils Cover meeting the requirements of Section D.7.D. Alternatively, the Developer may choose to leave the Mine Waste in place on the property and cap the Mine Waste by installing a Soils Cover meeting the requirements of Section D.7.D that fully covers the Mine Waste to prevent exposure. The Mine Waste may be contoured as needed. Additionally, Mine Waste present at depths greater than 12 inches shall be left in place below a Soils Cover. If Mine Waste is excavated from a depth greater than 12 inches during the Development Activity, it shall be managed the same as other Excavated Soils in accordance with the provisions of this Section.

Rico Land Use Code Appendix D Section D.8 Maintenance of Remedial Features

- A. To the extent a Soils Cover exists on a property, the current owner of that property is required to maintain the integrity of that Soils Cover in a manner that minimizes the risk of human exposure to soils with elevated levels of lead that may exist below the Soils Cover. Filing of the Cleanup Completion Certification, Soils Excavation Permit, and related documents with the Town (and optional recording the same in the Office of the Dolores County Clerk and Recorder) is intended to advise transferees and future owners of past remediation activities and on-going maintenance requirements with respect to the Soils Cover.
- B. In the event that a Soils Cover is not maintained as required by this Appendix D, the Town Manager may issue a written notice of violation to the then-current property owner describing the conditions present on the property that constitute a failure to maintain the Soils Cover. If such a notice is issued, the notice shall be posted on the property in a conspicuous place and mailed via registered mail to the last known address of the property owner according to the Dolores County Assessor's records. The property owner shall have thirty (30) days after the posting and mailing of such notice to remedy all conditions on the property related to the described violation.
- C. A property owner can request an extension of time to remedy any violation under this Section D.8, which request shall be in writing, shall indicate good cause for requesting an extension, and shall propose a definite date to remedy all impaired property conditions and restore the integrity of the Soils Cover consistent with the approved Soils Excavation Permit. The Town Manager on behalf of the Town shall have authority to grant a single extension of up to one hundred eighty (180) days. The Rico Board of Trustees shall have the authority to grant greater extensions. Any grant of extension shall be in writing and mailed to the property owner at the last known address according to the Dolores County Assessor's records.
- D. The failure to remedy any violation under this Section D.8 within thirty (30) days after receiving notice, or after a definite date approved in an extension, shall be deemed a violation of the RLUC and each day shall be deemed a separate violation, and such violation shall be punishable in accordance with Article I of this RLUC.

Rico Land Use Code Appendix D Section D.9 Development Activities Within the EROZ Overlay

- A. Properties within the EROZ. Properties within the EROZ were subject to previous remedial efforts pursuant to the State VCUP program or otherwise have unique environmental conditions that warrant inclusion within the EROZ. Substantial Development Activities on such lands could pose the risk of contaminating other nearby lands within the Town through erosion, wind-blown dust, changes to erosion controls, or other damage to existing remedial features. As a result of these conditions and the involvement of CDPHE, Development Activities within the EROZ are prohibited unless the Developer obtains approval from the CDPHE VCUP Project Manager pursuant to a separate VCUP or other written approval from

CDPHE for the Development Activity. Certain EROZ properties contain erosion control features, soil caps, surface grading, and passive water treatment features. It is the responsibility of the owner of the property to maintain those features and protect them against damage resulting from any proposed Development Activity.

- B. Developer Submittals. At the same time the Developer submits materials related to the Development Activity to the CDPHE VCUP Project Manager, the Developer shall provide copies of documents to the Environmental Officer.
- C. Approvals from CDPHE. If the Developer obtains approval from the CDPHE VCUP Project Manager, the Developer shall provide written documentation of the approval to the Town prior to initiating the Development Activity. Upon completion of the Development Activity, the Developer shall provide notice to the Town that the work has been completed to the satisfaction of the CDPHE VCUP Project Manager, including but not limited to any documentation from CDPHE with respect to same. A written approval from the CDPHE VCUP Project Manager obtained pursuant to this Section D.9 does not relieve the Developer from any other required approvals or requirements that may apply to the Development Activity.
- D. Restrictive Covenants or Notices. To the extent a property within the EROZ contains a land use covenant or restrictive notice that is more restrictive than these Regulations, the more restrictive covenant or notice requirement shall apply in addition to these Regulations, including additional notice or approval requirements that may be imposed by virtue of the land use covenant. Development Activities inconsistent with the more restrictive land use covenant or notice shall not be permitted.
- E. EROZ and RSOZ Overlaps. To the extent a legal parcel lies within both the EROZ and RSOZ, only the portion of parcel that is within the EROZ is subject to this Section D.9, with the balance of the parcel being subject to the other provisions of these Regulations; however, in such situations, a Developer may elect to manage an entire parcel under this Section D.9 at its option.

NEW TOWN OF RICO - GENERAL FUND
BALANCE SHEET
MARCH 31, 2023

ASSETS

CURRENT ASSETS		
CASH - CHECKING	\$	929,109.63
C-SAFE		304,271.30
CASH WITH TREASURER		374.95
		<hr/>
TOTAL CURRENT ASSETS		1,233,755.88
PROPERTY AND EQUIPMENT		
		<hr/>
TOTAL PROPERTY AND EQUIPMENT		0.00
OTHER ASSETS		
		<hr/>
TOTAL OTHER ASSETS		0.00
		<hr/>
TOTAL ASSETS	\$	<u><u>1,233,755.88</u></u>

LIABILITIES AND CAPITAL

CURRENT LIABILITIES		
FICA & FEDERAL W/H PAYABLE	\$	34,180.57
STATE W/H PAYABLE		1,181.43
COPFL		296.54
EMPLOYEE PERA		12,116.93
		<hr/>
TOTAL CURRENT LIABILITIES		47,775.47
LONG-TERM LIABILITIES		
		<hr/>
TOTAL LONG-TERM LIABILITIES		0.00
		<hr/>
TOTAL LIABILITIES		47,775.47
CAPITAL		
FUND BALANCE		1,000,725.72
NET INCOME		185,254.69
		<hr/>
TOTAL CAPITAL		1,185,980.41
		<hr/>
TOTAL LIABILITIES & CAPITAL	\$	<u><u>1,233,755.88</u></u>

NEW Town of Rico - General Fund
Comparative Income Statement to Budget
For the Four Months Ending April 30, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 31,440.51	\$ 87,600.00	(56,159.49)	0.00	35.89
Sales & Use Tax	69,915.16	220,000.00	(150,084.84)	0.00	31.78
SO Tax	1,088.15	4,500.00	(3,411.85)	0.00	24.18
Cigarette Tax	84.96	180.00	(95.04)	0.00	47.20
Del Tax & Interest	379.28	1,000.00	(620.72)	0.00	37.93
Payroll Transfer Funds	44,606.55	156,700.00	(112,093.45)	0.00	28.47
Building Permits	12,090.76	6,000.00	6,090.76	0.00	201.51
Development Applications	0.00	4,000.00	(4,000.00)	0.00	0.00
Business Licenses	150.00	725.00	(575.00)	0.00	20.69
Dog Licenses	70.00	150.00	(80.00)	0.00	46.67
Interest	2,734.13	550.00	2,184.13	0.00	497.11
Fines	799.00	13,000.00	(12,201.00)	0.00	6.15
Miscellaneous	193,915.00	0.00	193,915.00	0.00	0.00
Septic Permit	0.00	1,200.00	(1,200.00)	0.00	0.00
Lodging Tax	2,895.03	4,000.00	(1,104.97)	0.00	72.38
Rent	0.00	4,800.00	(4,800.00)	0.00	0.00
Attorney Pass Thru	17,974.08	100,000.00	(82,025.92)	0.00	17.97
SMPA Dividend Check	556.10	400.00	156.10	0.00	139.03
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues - Operating	378,698.71	604,805.00	(226,106.29)	0.00	62.62
Expenses - Operating					
Town Clean Up Day	0.00	(2,000.00)	2,000.00	0.00	0.00
Building Inspector	0.00	(5,000.00)	5,000.00	0.00	0.00
Town Administrator	(19,750.02)	(79,000.00)	59,249.98	0.00	25.00
Town Clerk	(11,662.50)	(46,650.00)	34,987.50	0.00	25.00
Payroll Taxes	(4,377.72)	(20,000.00)	15,622.28	0.00	21.89
Public Works	(12,500.04)	(50,000.00)	37,499.96	0.00	25.00
Employee Benefits - Health	(10,406.20)	(36,000.00)	25,593.80	0.00	28.91
Professional - Town Attorney	(8,311.34)	(30,000.00)	21,688.66	0.00	27.70
Town Planner	1,645.50	(5,000.00)	6,645.50	0.00	(32.91)
POST Maintenance/Ice	(2,244.00)	(7,000.00)	4,756.00	0.00	32.06
Professional - Auditor	0.00	(6,300.00)	6,300.00	0.00	0.00
Attorney Pass Thru	(27,495.03)	(100,000.00)	72,504.97	0.00	27.50
Municipal Court Judge	(750.00)	(4,500.00)	3,750.00	0.00	16.67
Town Marshall	(3,080.00)	(20,000.00)	16,920.00	0.00	15.40
POST - Groomer	(2,942.75)	(7,000.00)	4,057.25	(2,942.75)	42.04
Website Maintenance	(396.13)	(1,000.00)	603.87	0.00	39.61
Fuel	(474.53)	(3,000.00)	2,525.47	0.00	15.82
Advertisement/Agenda & Notice	0.00	(1,000.00)	1,000.00	0.00	0.00

For Management Purposes Only

NEW Town of Rico - General Fund
Comparative Income Statement to Budget
For the Four Months Ending April 30, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Insurance	(6,811.91)	(6,000.00)	(811.91)	0.00	113.53
Supplies	(3,251.70)	(10,000.00)	6,748.30	0.00	32.52
Town Vehicle	(1,201.98)	(15,000.00)	13,798.02	0.00	8.01
Electric	(232.00)	(2,000.00)	1,768.00	0.00	11.60
Propane	(1,206.00)	(5,500.00)	4,294.00	0.00	21.93
Employee Benefits - Life	0.00	(140.00)	140.00	0.00	0.00
Telephone	(1,101.67)	(4,500.00)	3,398.33	0.00	24.48
Utilities - Other	(244.94)	(1,200.00)	955.06	0.00	20.41
Employee Benefits - PERA	(6,389.52)	(26,000.00)	19,610.48	0.00	24.58
Treasurer Fees	(632.60)	(2,500.00)	1,867.40	0.00	25.30
Dues & Fees	(1,448.89)	(3,000.00)	1,551.11	0.00	48.30
Employees Consideration	0.00	(3,000.00)	3,000.00	0.00	0.00
Pass Thru/Rico Center	0.00	(8,300.00)	8,300.00	0.00	0.00
Travel/Conference Expenses	0.00	(7,500.00)	7,500.00	0.00	0.00
Sales & Use Tax	(13,752.22)	(44,000.00)	30,247.78	0.00	31.26
4th of July	0.00	(2,000.00)	2,000.00	0.00	0.00
Water Technician	(300.00)	(4,000.00)	3,700.00	0.00	7.50
Elections	0.00	(2,000.00)	2,000.00	0.00	0.00
Part Time Maintenance	(13,413.81)	(35,000.00)	21,586.19	2,942.75	38.33
Lodging Tax	(582.40)	(900.00)	317.60	0.00	64.71
Total Expenses - Operating	(153,314.40)	(605,990.00)	452,675.60	0.00	25.30
Net Income - Operating	\$ 225,384.31	\$ (1,185.00)	226,569.31	0.00	(19,019.77)
Revenues - Capital Improvement					
Rico Center Grant - pass thru	\$ 0.00	\$ 8,300.00	(8,300.00)	0.00	0.00
Excise Tax	19,457.00	4,500.00	14,957.00	0.00	432.38
Total Revenues - Capital Improve	19,457.00	12,800.00	6,657.00	0.00	152.01
Expenses - Capital Improvement					
Facilities Improvement	(59,586.62)	(5,000.00)	(54,586.62)	0.00	1,191.73
Total Expenses - Capital Improve	(59,586.62)	(5,000.00)	(54,586.62)	0.00	1,191.73

For Management Purposes Only

NEW Town of Rico - General Fund
Comparative Income Statement to Budget
For the Four Months Ending April 30, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Net Income - Capital Improvement	\$ (40,129.62)	\$ 7,800.00	(47,929.62)	0.00	(514.48)
Revenues - Special Projects					
Total Revenues - Special Projects	0.00	0.00	0.00	0.00	0.00
Expenses - Special Projects					
Community Meetings	\$ 0.00	\$ (2,000.00)	2,000.00	0.00	0.00
Total Expenses - Special Projects	0.00	(2,000.00)	2,000.00	0.00	0.00
Net Income - Special Projects	\$ 0.00	\$ (2,000.00)	2,000.00	0.00	0.00
Revenues - Other					
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 185,254.69	\$ 4,615.00	180,639.69	0.00	4,014.19
Beginning Fund Balance	1,000,725.72	0.00			
Ending Fund Balance	1,185,980.41	4,615.00			

NEW Town of Rico - Water Fund
Comparative Income Statement to Budget
For the Three Months Ending March 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Water Revenue	\$ 35,820.90	\$ 135,000.00	(99,179.10)	17,919.76	26.53
Interest	4,007.44	70.00	3,937.44	55.58	5,724.91
Electric Reimbursement	0.00	1,450.00	(1,450.00)	0.00	0.00
Total Revenues - Operating	39,828.34	136,520.00	(96,691.66)	17,975.34	29.17
Expenses - Operating					
Payroll Transfer	(20,299.17)	(93,000.00)	72,700.83	(6,906.25)	21.83
Professional - Town Attorney	(111.50)	(2,500.00)	2,388.50	0.00	4.46
Professional - Auditor	0.00	(6,300.00)	6,300.00	0.00	0.00
Repairs/Maintenance	0.00	(7,500.00)	7,500.00	0.00	0.00
Insurance	(6,500.00)	(6,500.00)	0.00	0.00	100.00
Supplies	(1,050.48)	(5,000.00)	3,949.52	(375.70)	21.01
Water Samples	(205.00)	(2,500.00)	2,295.00	(35.00)	8.20
Electric	(966.00)	(5,500.00)	4,534.00	0.00	17.56
Propane	(804.00)	(5,000.00)	4,196.00	0.00	16.08
Utilities - Other	(230.00)	(2,000.00)	1,770.00	0.00	11.50
Dolores Water Conservation Dis	0.00	(2,700.00)	2,700.00	0.00	0.00
Miscellaneous	(1,430.00)	(500.00)	(930.00)	0.00	286.00
Total Expenses - Operating	(31,596.15)	(139,000.00)	107,403.85	(7,316.95)	22.73
Net Income - Operating	\$ 8,232.19	\$ (2,480.00)	10,712.19	10,658.39	(331.94)
Revenues - Capital Improvement					
Water Tap	\$ 86,000.00	\$ 98,500.00	(12,500.00)	86,000.00	87.31
Total Revenues - Capital Improve	86,000.00	98,500.00	(12,500.00)	86,000.00	87.31
Expenses - Capital Improvement					
Tap Installation	0.00	(7,500.00)	7,500.00	0.00	0.00
Water Engineering Service	0.00	(5,000.00)	5,000.00	0.00	0.00

For Management Purposes Only

NEW Town of Rico - Water Fund
 Comparative Income Statement to Budget
 For the Three Months Ending March 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Total Expenses - Capital Improve	0.00	(12,500.00)	12,500.00	0.00	0.00
Net Income - Capital Improvement	\$ 86,000.00	\$ 86,000.00	0.00	86,000.00	100.00
Revenues - Other					
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 94,232.19	\$ 83,520.00	10,712.19	96,658.39	112.83
Beginning Fund Balance	3,201,834.33	0.00			
Ending Fund Balance	3,296,066.52	83,520.00			

2018 NEW Town of Rico - Street Fund
Comparative Income Statement to Budget
For the Three Months Ending March 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 4,310.40	\$ 12,000.00	(7,689.60)	2,759.62	35.92
Sales and Use Tax	6,876.11	22,000.00	(15,123.89)	1,806.96	31.26
Specific Ownership Tax	149.19	500.00	(350.81)	47.04	29.84
Del Tax and Intrest	0.00	250.00	(250.00)	0.00	0.00
Franchise Tax	1,782.81	7,000.00	(5,217.19)	0.00	25.47
Highway Users Tax	3,812.09	13,000.00	(9,187.91)	985.49	29.32
Lodging Tax	291.20	450.00	(158.80)	0.00	64.71
County R&B Reapportionment	13,276.45	12,000.00	1,276.45	13,276.45	110.64
Mineral Leasing	0.00	5,000.00	(5,000.00)	0.00	0.00
Interest	54.12	40.00	14.12	24.00	135.30
Excise Tax	0.00	4,500.00	(4,500.00)	0.00	0.00
Total Revenues - Operating	<u>30,552.37</u>	<u>76,740.00</u>	<u>(46,187.63)</u>	<u>18,899.56</u>	<u>39.81</u>
Expenses - Operating					
Payroll Transfer	(14,518.96)	(47,900.00)	33,381.04	(5,616.25)	30.31
Fuel	(7,638.63)	(10,000.00)	2,361.37	(2,507.23)	76.39
Equipt Repairs & Maintenance	(2,809.25)	(5,000.00)	2,190.75	(94.13)	56.19
Insurance	(3,500.00)	(3,500.00)	0.00	0.00	100.00
Supplies	0.00	(2,500.00)	2,500.00	0.00	0.00
Electric	(297.00)	(2,000.00)	1,703.00	0.00	14.85
Street Lights	(178.00)	(1,250.00)	1,072.00	0.00	14.24
Utilities - Other	(506.47)	(2,500.00)	1,993.53	0.00	20.26
Treasurer Fees	(86.21)	(350.00)	263.79	(55.19)	24.63
Equipment Rental	0.00	(5,000.00)	5,000.00	0.00	0.00
Total Expenses - Operating	<u>(29,534.52)</u>	<u>(80,000.00)</u>	<u>50,465.48</u>	<u>(8,272.80)</u>	<u>36.92</u>
Net Income - Operating	<u>\$ 1,017.85</u>	<u>\$ (3,260.00)</u>	<u>4,277.85</u>	<u>10,626.76</u>	<u>(31.22)</u>
Revenues - Capital Improvement					
Total Revenues - Capital Improvement	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

For Management Purposes Only

2018 NEW Town of Rico - Street Fund
Comparative Income Statement to Budget
For the Three Months Ending March 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Expenses - Capital Improvement					
Gravel Project - Streets	\$ 0.00	\$ (2,500.00)	2,500.00	0.00	0.00
Preliminary Maint Facility	0.00	(5,000.00)	5,000.00	0.00	0.00
	<u>0.00</u>	<u>(7,500.00)</u>	<u>7,500.00</u>	<u>0.00</u>	<u>0.00</u>
Total Expenses - Capital Improvement	0.00	(7,500.00)	7,500.00	0.00	0.00
Net Income - Capital Improvement	\$ 0.00	\$ (7,500.00)	7,500.00	0.00	0.00
	<u>0.00</u>	<u>(7,500.00)</u>	<u>7,500.00</u>	<u>0.00</u>	<u>0.00</u>
Revenues - Other					
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NET INCOME	\$ 1,017.85	\$ (10,760.00)	11,777.85	10,626.76	(9.46)
	<u>1,017.85</u>	<u>(10,760.00)</u>	<u>11,777.85</u>	<u>10,626.76</u>	<u>(9.46)</u>
Beginning Fund Balance	145,829.07	0.00			
	<u>145,829.07</u>	<u>0.00</u>			
Ending Fund Balance	146,846.92	(10,760.00)			
	<u>146,846.92</u>	<u>(10,760.00)</u>			

NEW Town of Rico - Open Park Fund
Comparative Income Statement to Budget
For the Three Months Ending March 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Sales & Use Tax	\$ 6,876.11	\$ 22,000.00	(15,123.89)	1,806.96	31.26
Lodging Tax	291.20	450.00	(158.80)	0.00	64.71
Interest	33.11	45.00	(11.89)	13.83	73.58
Rico Center Grant	36,000.00	36,000.00	0.00	0.00	100.00
Excise Tax	0.00	4,500.00	(4,500.00)	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Operating	43,200.42	62,995.00	(19,794.58)	1,820.79	68.58
Expenses - Operating					
Flowers	0.00	(1,500.00)	1,500.00	0.00	0.00
Winter Festival	0.00	(1,500.00)	1,500.00	0.00	0.00
Grooming supplies	(40,680.74)	(40,000.00)	(680.74)	0.00	101.70
Winter Trail Grooming Payroll	(2,942.75)	(7,000.00)	4,057.25	(566.50)	42.04
Repairs & Maint. Equipment	0.00	(1,000.00)	1,000.00	0.00	0.00
Insurance	(2,500.00)	(2,500.00)	0.00	0.00	100.00
Supplies	(563.15)	(5,000.00)	4,436.85	0.00	11.26
Ice Rink & Park Maint. Payroll	(3,604.00)	(7,000.00)	3,396.00	(924.00)	51.49
Miscellaneous	0.00	(500.00)	500.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses - Operating	(50,290.64)	(66,000.00)	15,709.36	(1,490.50)	76.20
	<hr/>	<hr/>	<hr/>	<hr/>	
Net Income - Operating	\$ (7,090.22)	\$ (3,005.00)	(4,085.22)	330.29	235.95
Revenues - Capital Improvement					
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Capital Improvement	0.00	0.00	0.00	0.00	0.00
Expenses - Capital Improvement					
	<hr/>	<hr/>	<hr/>	<hr/>	
Facility Planning and Improvme	\$ 0.00	\$ (20,000.00)	20,000.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses - Capital Improvement	0.00	(20,000.00)	20,000.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Net Income - Capital Improvement	\$ 0.00	\$ (20,000.00)	20,000.00	0.00	0.00

For Management Purposes Only

NEW Town of Rico - Open Park Fund
Comparative Income Statement to Budget
For the Three Months Ending March 31, 2023

	<u>YEAR TO DATE ACTUAL</u>	<u>ANNUAL BUDGET</u>	<u>YEAR to DATE BALANCE</u>	<u>CURRENT MONTH ACTUAL</u>	PERCENTAGE FAV (UNFAV)
Revenues - Special Projects					
Total Revenues - Special Projects	0.00	0.00	0.00	0.00	0.00
Expenses - Special Projects					
Total Expenses - Special Projects	0.00	0.00	0.00	0.00	0.00
Net Income - Special Projects	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Other					
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ (7,090.22)	\$ (23,005.00)	15,914.78	330.29	30.82
Beginning Fund Balance	92,040.97	0.00			
Ending Fund Balance	84,950.75	(23,005.00)			

NEW Conservation Trust Fund
Comparative Income Statement to Budget
For the Three Months Ending March 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Total Revenues - Operating	0.00	0.00	0.00	0.00	0.00
Expenses - Operating					
Total Expenses - Operating	0.00	0.00	0.00	0.00	0.00
Net Income - Operating	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Other					
Lottery Proceeds	\$ 1,255.14	\$ 2,500.00	(1,244.86)	1,255.14	50.21
Total Revenues - Other	1,255.14	2,500.00	(1,244.86)	1,255.14	50.21
Expenses - Other					
FMP Capital Park Improvement G	0.00	(40,000.00)	40,000.00	0.00	0.00
Total Expenses - Other	0.00	(40,000.00)	40,000.00	0.00	0.00
Net Income - Other	\$ 1,255.14	\$ (37,500.00)	38,755.14	1,255.14	(3.35)
TOTAL NET INCOME	\$ 1,255.14	\$ (37,500.00)	38,755.14	1,255.14	(3.35)
Beginning Fund Balance	44,595.71	0.00			
Ending Fund Balance	45,850.85	(37,500.00)			

NEW Town of Rico - Sanitation Fund
Comparative Income Statement to Budget
For the Three Months Ending March 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 9,511.85	\$ 26,495.00	(16,983.15)	6,089.71	35.90
Specific Ownership Tax	329.20	950.00	(620.80)	103.79	34.65
Del Tax and Interest	0.00	150.00	(150.00)	0.00	0.00
Interest	89.91	0.00	89.91	39.38	0.00
Total Revenues - Operating	9,930.96	27,595.00	(17,664.04)	6,232.88	35.99
Expenses - Operating					
Septic-Inspector/Training	0.00	(1,000.00)	1,000.00	0.00	0.00
Treasurers Fees	(190.23)	(750.00)	559.77	(121.79)	25.36
Miscellaneous/ Engineering	0.00	(50,000.00)	50,000.00	0.00	0.00
Payroll Transfer	(3,241.67)	(15,800.00)	12,558.33	(1,316.67)	20.52
Total Expenses - Operating	(3,431.90)	(67,550.00)	64,118.10	(1,438.46)	5.08
Net Income - Operating	\$ 6,499.06	\$ (39,955.00)	46,454.06	4,794.42	(16.27)
Revenues - Capital Improve General					
Total Revenues - Capital Improve Gener	0.00	0.00	0.00	0.00	0.00
Expenses - Capital Improve General					
Total Expenses - Capital Improve Gener	0.00	0.00	0.00	0.00	0.00
Net Income - Capital Improve General	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Cap Improve - Dept Local Affairs					
Total Revenues - Cap Imp Dept Local A	0.00	0.00	0.00	0.00	0.00

For Management Purposes Only

NEW Town of Rico - Sanitation Fund
 Comparative Income Statement to Budget
 For the Three Months Ending March 31, 2023

	<u>YEAR TO DATE ACTUAL</u>	<u>ANNUAL BUDGET</u>	<u>YEAR to DATE BALANCE</u>	<u>CURRENT MONTH ACTUAL</u>	PERCENTAGE FAV (UNFAV)
Expenses - Cap Improve - Dept Local Affairs					
Total Expenses - Cap Imp Dept Local Af	0.00	0.00	0.00	0.00	0.00
Net Income - Cap Imp Dept Local Aff	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Cap Improve - USDA Devel Loan					
Total Revenues - Capital Improvement	0.00	0.00	0.00	0.00	0.00
Expenses - Cap Improve USDA Devel Loan					
Total Expenses - Cap Impr USDA Devel	0.00	0.00	0.00	0.00	0.00
Net Income - Cap Impr USDA Devel Lo	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Cap Improve USDA Devel Grant					
Total Revenues - Cap Imp USDA Devel	0.00	0.00	0.00	0.00	0.00
Expenses - Cap Improve USDA Devel Grant					
Total Expenses - Cap Imp USDA Devel	0.00	0.00	0.00	0.00	0.00
Net Income - Capital Improvement	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Cap Improve - EPA Grant					
Total Revenues - Cap Improve EPA Gra	0.00	0.00	0.00	0.00	0.00

For Management Purposes Only

NEW Town of Rico - Sanitation Fund
 Comparative Income Statement to Budget
 For the Three Months Ending March 31, 2023

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Expenses - Cap Improve - EPA Grant					
Total Expenses - Cap Improve EPA Gra	0.00	0.00	0.00	0.00	0.00
Net Income - Cap Improve EPA Grant	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 6,499.06	\$ (39,955.00)	46,454.06	4,794.42	(16.27)
Beginning Fund Balance	237,795.71	0.00			
Ending Fund Balance	244,294.77	(39,955.00)			