



AGENDA
TOWN OF RICO BOARD OF TRUSTEES
2 Commercial Street– Rico Town Hall
August 17th, 2022
7:00 PM

Action may be taken on any agenda item

Notice is hereby given that a majority or quorum of the Planning Commission may be present at the above noticed Rico Board of Trustee's meeting to discuss any or all matters on the agenda below for Trustee's consideration

Topic: Board of Trustees

Time: Aug 17, 2022 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87956892287?pwd=ckZSV09mS3IzMGI2eHVWYU4wUkVxUT09>

Meeting ID: 879 5689 2287

Passcode: 334762

One tap mobile

+17193594580,,87956892287#,,,,*334762# US

+13462487799,,87956892287#,,,,*334762# US (Houston)

Dial by your location

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 386 347 5053 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 929 205 6099 US (New York)

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ROLL CALL

APPROVAL OF THE AGENDA

APPROVAL OF MINUTES

CONSENT AGENDA

- Payment of bills

PUBLIC COMMENT

ACTION ITEMS

- Consideration of consultant and client agreement between the Town of Rico and Fischer Project Management and Consulting Services, Inc.
- Consideration of second reading of Ordinance No. 2022-08 an ordinance of the Town of Rico, Colorado adopting election regulations for the town's regular municipal election to be held on November 1, 2022.
- Consideration of second reading of Ordinance No. 2022-09 an ordinance of the Town of Rico, Colorado referring to the registered electors of the town of Rico at the town's regular municipal election to be held on November 1, 2022, a question asking whether section 11 of the town's home rule charter shall be amended to facilitate the town's participation in coordinated elections.

STAFF REPORTS

- Clerk's Report
- Manager's Report

DISCUSSION ITEMS

- Presentation by Shakalo Powers, Region 9 Economic Development District project manager
- Voluntary lead soils clean up ("VCUP") agreement status
- Van Winkle Headframe repairs
- Town shop planning, design, engineer, firm update
- John Deere loader
- 2022 budget amendment

Executive Session: Town owned fire station parcel §24-6-402(4)(e), C.R.S. Determination of positions relative to matters that may be subject to negotiations, development of strategy for negotiations and instruction of negotiators.

ADJOURN

Town of Rico Memorandum

Date: August 11th, 2022

TO: Town of Rico Board of Trustees

From: Chauncey McCarthy

Consideration of consultant and client agreement between the Town of Rico and Fischer Project Management and Consulting Services, Inc.

Included in this packet is for consideration is a consultant and client agreement between the Town of Rico and Fischer Project Management and Consulting Services, Inc. Also included in the packet is information Summit Recreation the vendor FPM grants would use on the project and a competitive income statement to budget for the park fund for the board to review when considering the cost of this agreement. Anais Spitzer and Christine Fischer will be in attendance to provide background information on FMP, the contract, past successful projects, and answer any questions from the board.

Consideration of second reading of Ordinance No. 2022-08 an ordinance of the town of Rico, Colorado adopting election regulations for the town's regular municipal election to be held on November 1, 2022.

Included in this packet is Ordinance No. 2022-08 which will adopt election regulations for the town's regular municipal election to be held on November 1, 2022. Due to the town's home rule charter the town cannot participate in a coordinated election and will need to hold an election on November 1, 2022. This ordinance was approved on first reading at the August 8 meeting.

Staff recommended motion:

- I move to approve second reading of Ordinance No. 2022-08 an ordinance of the town of Rico, Colorado adopting election regulations for the town's regular municipal election to be held on November 1, 2022.

Consideration of second reading of Ordinance No. 2022-09 an ordinance of the town of Rico, Colorado referring to the registered electors of the town of Rico at the town's regular municipal election to be held on November 1, 2022, a question asking whether section 11 of the town's home rule charter shall be amended to facilitate the town's participation in coordinated elections.

Included in this packet is Ordinance No. 2022-09 referring to the registered electors of the town of Rico at the town's regular municipal election to be held on November 1, 2022, a question asking whether section 11 of the town's home rule charter shall be amended to facilitate the town's participation in coordinated elections. This ordinance was approved on first reading at the August 8 meeting.

Staff recommended motion:

- I move to approve second reading of Ordinance No. 2022-09 an ordinance of the town of Rico, Colorado referring to the registered electors of the town of Rico at the town's regular municipal election to be held on November 1, 2022, a question asking whether section 11 of the town's home rule charter shall be amended to facilitate the town's participation in coordinated elections.

Presentation by Shakalo Powers, Region 9 Economic Development District project manager

Shak Powers, Region 9 Economic Development District project manager will be in attendance to discuss his role with Region 9 EDD, the town's priorities, concerns and hopes for housing, broadband, and transportation in and around Rico.

Voluntary lead soils clean up ("VCUP") agreement status

Mayor Pieterse and Attorney Bloomfield to lead a discussion on the status of the Voluntary lead soils clean up ("VCUP") agreement.

Van Winkle Headframe repairs

The Van Winkle headframe condition has been deteriorating immensely over the course of the summer. The Historical Society has been invited to the meeting so the board and society can discuss potential solutions to improve, save and protect the headframe for collapsing.

Town shop planning, design, engineer, firm update

The timeframe for the town shop RFQ for planning, design, and engineering expires on August 19, 2022. At this point in time the town has received on bid and estimated cost sits around \$100,000. The town will pursue a DOLA planning grant to offset \$25,000. If the town chooses to move forward with the project and would like to be able to submit for the spring DOLA grant cycle, we will need to amend the budget to cover this expense. Included in this packet is a competitive income statement to budget for the street and general fund for the board to review when considering the cost of these services.

John Deere loader

The lease for the town's John Deere loader expires this December 2022. The town needs this piece of equipment which leaves two options on the table. Purchase outright for \$119,090.73 or finance. The town can choice between a 4 (\$32,593.84) or 5 (\$26,794.62) year term with an interest rate of 5.7% (subject to change). Included in this packet is a competitive income statement to budget for the street and general fund for the board to review when considering the purchase of the loader.

2022 budget amendment

During the July meeting there was a discussion about the town's quarterly financials and performance. All funds have seen growth since the start of the year and sales tax is still trending very high (July the town received over \$36,00 for the month). Having not created the budget, the growth within town funds, and the prioritization of new and current projects, the board should discuss the potential of amending the 2022 budget during the September meeting.

RICO TOWN BOARD MEETING MINUTES

Date: Aug 8, 2022

Call to order

Mayor Nicole Pieterse called the meeting to order at 6:00PM.

Trustees Present: Mayor Nicole Pieterse
 Mayor Pro Tem Patrick Fallon
 Trustee Christopher Condon (arrived 6:10PM)
 Trustee Joe Croke
 Trustee Joe Dillsworth
 Trustee Benn Vernadakis
 Trustee Linda Yellowman

Staff Present. Chauncey McCarthy, Anna Wolf, Karl Hanlon

Approval of the Agenda

Motion

To approve the agenda.

Moved by Mayor Nicole Pieterse, seconded by Trustee Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 6-0.

Action Items

Consideration of first reading of Ordinance No. 2022-08 an ordinance of the town of Rico, Colorado adopting election regulations for the town's regular municipal election to be held on November 1, 2022.

Town Manager Chauncey McCarthy gives summary of the ordinance and the purpose of passing it.

Karl Hanlon explains the discrepancy in the election date and timeline. This ordinance would allow for coordinated elections in the future.

Mayor Pro Tem Patrick Fallon asked for direction on where to find this information in the state statute and Rico Home Rule Charter. Karl gave answers to this question.

Mayor Nicole Pieterse asked if the Board could add language to this ordinance to allow for foreign nationals who are residence to vote in municipal issues. Karl explained Rico would have to always hold their own elections and could not join coordinated elections if they decided to go this route. The board decided against it.

Motion

I move to approve first reading of Ordinance No. 2022-08 an ordinance of the town of Rico, Colorado adopting election regulations for the town's regular municipal election to be held on November 1, 2022

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

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

Consideration of first reading of Ordinance No. 2022-09 an ordinance of the town of Rico, Colorado referring to the registered electors of the town of Rico at the town's regular municipal election to be held on November 1, 2022, a question asking whether section 11 of the town's home rule charter shall be amended to facilitate the town's participation in coordinated elections.
Karl explained that this ordinance completely replaces and repeals section 11 of the Home Rule Charter.

Motion

I move to approve first reading of Ordinance No. 2022-09 an ordinance of the town of Rico, Colorado referring to the registered electors of the town of Rico at the town's regular municipal election to be held on November 1, 2022, a question asking whether section 11 of the town's home rule charter shall be amended to facilitate the town's participation in coordinated elections

Moved by Mayor Pro Tem Patrick Fallon, seconded by Trustee Linda Yellowman.

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

Discussion Items

Town owned fire station parcel

Members of the Rico Fire District Board were present as well as the Fire Chief Todd Jones. They expressed they need to own this parcel to receive a loan on the property to build the new modern fire station on the land the Fire District secured. This loan would be to satisfy the match portion of a DOLA grant they need to build this new building.

Board Discussion:

The Board expressed concern that the Fire District would not have the revenue to pay back the loan and the parcel of land would end up in private hands. The Board suggested the Fire District put a Mill Levy on the November Ballot as a bond to pay off the loan rather than use the land as collateral.

The board gave suggestions to the Fire District to seek loans that would accept a 100 year lease such as Alpine Bank who financed the Telluride Fire District on a similar project.

The Town would like to see the Fire Districts Budget with their revenue and expenditures to ensure if they conveyed the land the Fire District would be able to pay this loan and not be in danger of losing the land.

The Fire District is going to move forward regardless if the Town conveys the land or not. The grant application is due in September. The district will try and get the requested documents to the Board before their regularly scheduled board meeting on August 17th, 2022.

Motion

To adjourn Board of trustee.

Moved by Trustee Linda Yellowman, seconded by Trustee Benn Vernadakis.

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

The meeting adjourned.

Anna Wolf
Rico Town Clerk

Nicole Pieterse
Mayor

RICO TOWN BOARD MEETING MINUTES

Date: July 20, 2022

Call to order

Mayor Nicole Pieterse called the meeting to order at 7:03PM.

Trustees Present: Mayor Nicole Pieterse
 Mayor Pro Tem Patrick Fallon
 Trustee Christopher Condon
 Trustee Joe Croke
 Trustee Joe Dillsworth
 Trustee Benn Vernadakis
 Trustee Linda Yellowman

Staff Present. Chauncey McCarthy, Anna Wolf

Approval of the Agenda

Motion

To approve the agenda.

Moved by Trustee Linda Yellowman, seconded by Trustee Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 6-0. Trustee Joe Croke left the room for the vote.

Approval of Minutes

Motion

To approve all minutes with the correction of Mayor Nicole Pieterse was not present.

Moved by Trustee Joe Dillsworth, seconded by Trustee Benn Vernadakis.

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

Payment of Bills

Discussion was had on the Water Attorney payment. A summary was given by the Town Manager.

Motion

To approve the payment of the bills.

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

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

Public Comment.

Skip Zeller asked for the Board of Trustees blessing on having the Rico Frequency “elevating community through music” event.. The concept is for local musicians to play for 2-3 hours in the park. The organizers are aware of the sanitation needs as well as a special alcohol permit if they serve alcohol. Skip believes it will be less than 50 people in the audience.

Mayor Nicole: If the organizers want to be on the safe side they should apply for a special use permit through the town.

Linda Yellowman: Would like to know why the lights outside the courthouse aren't working. The Town Manager will have someone look at it.

Florence Ezell would like to bring to the town boards attention that the town shed was a historical power plant.

Mayor Nicole Pieterse: Gave an update from the Rico Trails alliance about the bridge by the Coke ovens.

Action Items

Consideration of an application for a road building permit, Block 9 S Commercial Street, Flatt Family LLP, applicant

Town Manager Chauncey McCarthy gave summary of the application and previous meetings

Greg Anderson, engineer expressed that the first 50' are the only problem area with the higher grade than what is allowed. He expressed that there are higher grade streets in the town already that are maintained by the Town.

Mr Flatt applicant apologized for not being present previously. He is here to answer questions. Would like to get this approved so more houses can be built in Rico.

Board discussion:

Town Manager expressed that the bend in the road in conjunction with the bend is what will cause the stress.

Greg expressed that 14' is wide enough.

The Town Manager is concerned that the maintenance vehicles we currently have could not do summer maintenance on this road.

Trustee members are concerned about the private property between the potential new road and the lots.

Public Comment:

Skip Zeller referenced some non-conforming streets in town.

Board Discussion:

The board discussed the legality of an agreement with Legal regarding who owns the land under this agreement.

Mayor Nicole Pieterse would like the snow storage to be addressed in the agreement.

Motion

To approve Consideration of an application for a road building permit, Block 9 S Commercial Street, Flatt Family LLP, applicant with the conditions that 1, the applicant enters into a license and maintenance agreement for the use of the right of way and maintenance of the road 2, that the license and maintenance agreement be recorded for each lot and that the obligation pass to subsequent land owners.

Addition to the motion directing that the license and maintenance agreement address snow storage, address a mechanism whereby the town could require drainage repairs if the drainage was negatively affecting town property and for staff to be able to finalize the licensing and maintenance agreement

Moved by Trustee Linda Yellowman, seconded by Trustee Benn Vernadakis.

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

Consideration of an extension of the Dolores River Trail subdivision submittal timeline for preliminary plat

Trustee Benn Vernadakis recuses himself due to conflict of interest.

Town Manager Chauncey McCarthy gave summary of the application. Staff gave the applicant direction which requires engineering. The request is for a 30 day extension.

Board members concerned that they will not meet this new timeline either. If not they will have to reapply for an extension with an additional fee.

Mayor Nicole Pieterse would like there to be a date certain in the motion.

Motion

To approve the request for the extension Consideration of an extension of the Dolores River Trail subdivision submittal timeline for preliminary plat to date certain August 8, 2022

Moved by Trustee Joe Dillsworth, seconded by Trustee Linda Yellowman.

Vote. A roll call vote was taken and the motion was approved, 6-0.

Consideration of a liquor license renewal application, metropole llc, applicant

Discussion on the license.

Motion

To approve the liquor license renewal application, metropole llc, applicant

Moved by Trustee Benn Vernadakis, seconded by Trustee Linda Yellowman.

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

Consideration of letter of intent to participate in the coordinated election with Dolores County on November 8, 2022

Town clerk gave a summary of this letter.

Town Manager expressed that this is a more in depth topic as there are discrepancies between the timelines and our Home Rule Charter. There is more work in the background to make sure we can stay compliant to the Home Rule Charter. This is to ensure if we can join the coordinated election that we have submitted the letter of intent within the deadline.

Board Discussion:

If we cannot joint the coordinated election we need to amend the charter to allow it moving forward.

Motion

To approve the letter of intent to participate in the coordinated election with Dolores County on November 8, 2022.

Moved by Trustee Joe Dillsworth, seconded by Trustee Christopher Condon.

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

Earmark August 8th as a potential special meeting.

Staff Reports

Clerk's Report.

The Town Clerk is working on the Election with Legal.

Manager Report.

The water system is tighter than ever with very little water loss. $\frac{3}{4}$ less usage than in July 2021. Currently doing a system wide flush. The New ARPA filter is also being installed.

The Town was awarded 3 bear proof trash cans. Two will be in the park and one in front of the courthouse. We will cancel the Park Waste Management subscription once these are in place.

Bats are back in the court house attic. This was discovered by Clay while he was prepping windows. Chauncey will look into the company who recently mitigated the bat issue to see if they will warranty it.

The court house windows are being painted. This is the first time in 30 years. The Town needs to get back on a more regular schedule for maintenance. Clay is fixing a lot of dry and wet rot on windows on all sides of the court house.

The Platt for the River Corridor has been recorded.

Discussion Items

Voluntary lead soils clean up ("VCUP") agreement status

There was a very productive meeting in person with ARCO on the 13th of July. The funding agreement was not discussed. There will be another revision early August. ARCO agreed to street lead levels match the residential levels. They will address drainages while they remediate the streets.

Evaluation of residential water usage rate

Chauncey gives summary of DOLA study for similar community's usage.

The Board Discussed an elevated rate structure to help limit outdoor watering. Potentially adding a small base rate bump as well. Some Board members reminded the board that most likely the town will be going for a Mill Levy soon so they don't want to overwhelm the voters.

Staff to create an ordinance for next month's meeting for a first reading.

Quarterly financial review

All funds above where the beginning of the year:

Park: growth due to sales tax. \$5000 allocated to Park administrator. We would like to reallocate the funds that will be mentioned later in the meeting

Conservation Fund. Has not changed.

Sanitation. Continues gain. The only withdraw is a small portion of the Town Manager's salary.

Water Fund: Trending slightly over on repair and maintenance. All of those funds will be refunded. Once 5 home sites in Bedrock are built and taps are paid for there will be enough for the tank match for the tank replacement. Dennis is confident that it could go 5-10 more years in the meantime.

Street fund: DOLA grant the account was entered wrong that is why there was a large withdraw early in the year. We will notice the payroll transfer will be higher than anticipated due to Esteban and the pay raise.

General fund: Part Time maintenance is higher. Sales tax is high which is great. Development application was \$20000 which is too large and will not be met. Town cleanup is done under budget. Marshal has been more present. Will be on the website. Already generated \$7000 which is over half of what he was budgeted to bring in. One more marshal sworn in earlier this month and will start shortly. This will enable all of the days we need be covered. The board suggested 8 shifts a month and 4 in the slow times. We will need to replace the vehicle. May be able to work with Cortez or Montezuma County for a new vehicle as they are replacing theirs soon. Legal: Dolores River Trail are remitting payments back into this fund. We will have certain items we improve and other we go over on. Sales tax has been very strong.

Town Shop Update

DOLA is interested in helping with funding. The grants usually require a 33-50% match SMART would allocate \$200,000-\$300,000 to use one bay for the SMART bus. The Town Manager is engaging with EEIF for grant applications the Mayor will need to sign this they provide a \$25,000 grant match, Town Manager would like to use the Marshal Vehicle replacement \$25,000 for this match.

Showing DOLA the project is shovel ready will earn the grant application more points.

Rico School Building Lease

The School district has talked about the town using the school rent free just paying for utilities and minor repairs. If major repairs are necessary the School District would take care of them. Some Board members caution that this is a major undertaking. The School may want to find someone to manage it. With a 60 day eviction notice it could be hard to convince businesses to commit.

Rico Town Park Planning update

This collective entity serves higher need communities. The concept is for it to be a conception to the cradle structure. Next month there will be a contract submitted to the Town. The school would match the funds for this project. There is a small retainer of \$2000-\$4000. This is just to plant a seed for next month's meeting where there will be more information.

Motion

To adjourn Board of trustee meeting and go in to Executive Session: Town owned fire station parcel §24-6-402(4)(e), C.R.S. Determination of positions relative to matters that may be subject to negotiations, development of strategy for negotiations and instruction of negotiators.

Moved by Trustee Joe Croke, seconded by Trustee Benn Vernadakis.

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

The meeting adjourned at 10:16pm.

Anna Wolf
Rico Town Clerk

Nicole Pieterse
Mayor

JOINT BOARD OF TRUSTEE & PLANNING COMMISSION MEETING MINUTES

Date: July 20, 2022

Call to order

Mayor Nicole Pieterse called the meeting to order at 6:03PM.

Present: Mayor Nicole Pieterse
Mayor Pro Tem Patrick Fallon
Trustee Joe Croke
Trustee Joe Dillsworth
Trustee Benn Vernadakis
Trustee Linda Yellowman

Absent: Trustee Christopher Condon

Staff Present. Chauncey McCarthy, Anna Wolf, Jen Stark

Approval of the Agenda

Motion

To approve the agenda.

Moved by Trustee Joe Croke, seconded by Trustee Linda Yellowman.

Vote. A roll call vote was taken and the motion was approved, 6-0.

Discussion Items

Town Manager Chauncey McCarthy gave gross summary.

Discussion was had between the Board of Trustees, Planning Commission, and staff to use the framework the previous Town Manager procured. The Planning Commission will go through that framework article by article. The Board of Trustees would like to be updated through joint special meetings throughout the process.

Motion

To adjourn the meeting.

Moved by Trustee Benn Vernadakis, Second by Mayor Nicole Pieterse.

Vote. A roll call vote was taken and the motion was approved, 6-0

The meeting adjourned at 7:00 pm.

Anna Wolf
Rico Town Clerk

Mike Contillo
Chairman

NEW Town of Rico - General Fund
Check Register
 For the Period From Aug 1, 2022 to Aug 31, 2022

Filter Criteria includes: Report order is by Date.

| Check # | Date | Payee | Cash Account | Amount |
|---------|--------|-----------------------------|--------------|------------------|
| 17450 | 8/9/22 | Patrick W. Drew | 10000 | 92.35 |
| 17451 | 8/9/22 | ATLAS CPAs & Advisors | 10000 | 11,000.00 |
| 17452 | 8/9/22 | WM Corporate Services, I | 10000 | 181.47 |
| 17453 | 8/9/22 | Utility Notification Center | 10000 | 9.10 |
| 17454 | 8/9/22 | Ragsdale & Associates, P | 10000 | 375.00 |
| 17455 | 8/9/22 | Karp Neu Hanlon, PC | 10000 | 1,951.00 |
| 17456 | 8/9/22 | UPS | 10000 | 43.13 |
| 17457 | 8/9/22 | Kaplan Kirsch Rockwell | 10000 | 5,011.27 |
| 17458 | 8/9/22 | Dolores County Clerk | 10000 | 54.75 |
| 17459 | 8/9/22 | Orkin | 10000 | 93.00 |
| 17460 | 8/9/22 | Cortez Glass Co., Inc. | 10000 | 720.00 |
| 17461 | 8/9/22 | Town of Rico | 10000 | 3,610.42 |
| 17462 | 8/9/22 | Town of Rico | 10000 | 3,610.42 |
| 17463 | 8/9/22 | Fraleley Propane, LLC | 10000 | 603.00 |
| 17464 | 8/9/22 | Jon Kelly | 10000 | 375.00 |
| 17465 | 8/9/22 | Century Link | 10000 | 49.97 |
| 17466 | 8/9/22 | San Miguel Power Associ | 10000 | 86.00 |
| 17467 | 8/9/22 | CEBT | 10000 | 3,513.40 |
| 17468 | 8/9/22 | Town of Rico | 10000 | 2,594.00 |
| 17469 | 8/9/22 | Town of Rico | 10000 | 2,594.00 |
| 17470 | 8/9/22 | Town of Rico | 10000 | 212.59 |
| 17471 | 8/9/22 | Town of Rico | 10000 | 212.59 |
| 17472 | 8/9/22 | Xerox Corporation | 10000 | 161.78 |
| Total | | | | <u>37,154.24</u> |

NEW Town of Rico - Water Fund
Check Register
 For the Period From Aug 1, 2022 to Aug 31, 2022

Filter Criteria includes: Report order is by Date.

| Check # | Date | Payee | Cash Account | Amount |
|--------------|--------|--------------------------|--------------|-------------------------|
| 4418 | 8/9/22 | Hockersmith & Whitmore, | 10000 | 319.00 |
| 4419 | 8/9/22 | DPC Industries, Inc | 10000 | 150.76 |
| 4420 | 8/9/22 | RVS Software | 10000 | 190.66 |
| 4421 | 8/9/22 | CO Dept of Public Health | 10000 | 100.00 |
| 4423 | 8/9/22 | Town of Rico | 10000 | 5,866.67 |
| 4424 | 8/9/22 | Town of Rico | 10000 | 240.00 |
| 4425 | 8/9/22 | Town of Rico | 10000 | 338.79 |
| 4426 | 8/9/22 | AT&T Mobility | 10000 | 222.87 |
| 4427 | 8/9/22 | Town of Rico | 10000 | 933.00 |
| 4428 | 8/9/22 | Fralely Propane LLC | 10000 | 402.00 |
| 4429 | 8/9/22 | Ferguson Waterwork #111 | 10000 | 3,170.12 |
| 4430 | 8/9/22 | San Juan Basin Health De | 10000 | 35.00 |
| 4431 | 8/9/22 | San Miguel Power Associ | 10000 | 381.00 |
| 4432 | 8/9/22 | Slavens, Inc | 10000 | 411.30 |
| Total | | | | <u><u>12,761.17</u></u> |

2018 NEW Town of Rico - Street Fund
Check Register
For the Period From Aug 1, 2022 to Aug 31, 2022

Filter Criteria includes: Report order is by Date.

| Check # | Date | Payee | Cash Account | Amount |
|---------|--------|--------------------------|--------------|-----------------|
| 2795 | 8/9/22 | WM Corporate Services, I | 10000 | 163.58 |
| 2796 | 8/9/22 | Partners in Parts, Inc | 10000 | 186.44 |
| 2797 | 8/9/22 | Town of Rico | 10000 | 2,108.33 |
| 2798 | 8/9/22 | Town of Rico | 10000 | 240.00 |
| 2799 | 8/9/22 | San Miguel Power Associ | 10000 | 130.00 |
| Total | | | | <u>2,828.35</u> |

NEW Town of Rico - Sanitation Fund
Check Register
For the Period From Aug 1, 2022 to Aug 31, 2022

Filter Criteria includes: Report order is by Date.

| Check # | Date | Payee | Cash Account | Amount |
|---------|--------|--------------|--------------|--------|
| 1425 | 8/9/22 | Town of Rico | 13500 | 608.33 |
| Total | | | | 608.33 |

NEW Town of Rico - Open Park Fund
Check Register
For the Period From Aug 1, 2022 to Aug 31, 2022

Filter Criteria includes: Report order is by Date.

| Check # | Date | Payee | Cash Account | Amount |
|---------|--------|--------------------------|--------------|-----------------|
| 1713 | 8/9/22 | WM Corporate Services, I | 11000 | 50.92 |
| 1714 | 8/9/22 | San Miguel Power Associ | 11000 | 24.00 |
| 1715 | 8/9/22 | Town of Rico | 11000 | 1,520.00 |
| 1716 | 8/9/22 | Slavens, Inc | 11000 | 48.77 |
| Total | | | | <u>1,643.69</u> |

**CONSULTANT AND CLIENT AGREEMENT
(STATEMENT OF WORK AGREEMENT)**

PROJECT: Rico Town Park Project (to include all amenities as determined by community input process and funding parameters). Project Property: Rico Town Park, 16 West Campbell Street, Rico, CO 81332. For this agreement, the Turnkey Vendor of record is Summit Recreation, LLC – 2695 Patterson Rd 2-282 Grand Junction, CO 81506.

Consultant Engaged in work: Fischer Project Management and Consulting Services, Inc. (FPM Grants)
Primary Contact for Client: Chauncey McCarthy, Town Manager

Purpose:

FPM Grants (the “CONSULTANT”) and Town of Rico (the “CLIENT”) (whereby the CONSULTANT to the CLIENT herein referred to collectively as the “Parties”) enter into this Agreement for the purpose of managing a turnkey approach to all aspects of the Rico Town Park Project from concept through completion/closure to include: research and identification of funders to inform funding strategy and project goals, development of a master project plan and schedule, employing project management as related to grant funds and schedule/terms of funder(s), managing comprehensive community engagement process, development of a fundable project design with component and vendor(s) selection as informed by the community input process, completion of application(s) for funding, coordination of all funding related to project, including partner and CLIENT funding, management of project buildout with turnkey vendor(s), and final reporting and project closeout.

1. Scope of Work:

CONSULTANT shall act as the sole authorized party responsible for soliciting and managing all grant funding for the capital project on behalf of CLIENT during the effective term of this Agreement. This scope is inclusive of all phone calls, meetings, emails, correspondence, supplies, and travel. Roles and Responsibilities for CLIENT and CONSULTANT are outlined in Addendum A and are considered part of this agreement.

The Project Scope of Work has two primary tasks:

I. Task One: Research: Assessing current funding options available for the project and utilizing those options to best advantage for CLIENT/Project:

CONSULTANT will:

- a. Research and assess current funding options for the CLIENT/Project. Research findings will drive the project strategic goals.
- b. Present CLIENT with funding strategy and project goals and associated detailed project schedule, best opportunities for funding/project goals/phasing/potential award amounts, and recommendations for project budget.

Schedule for Completion of Work for Scope Task I:

September-November, 2022: Research

December 15, 2022: Present CLIENT with detailed funding strategy project schedule

II. Task Two: Strategic Cradle to Grave Project Management, including applying for funding, assessing permitting/engineering requirements, comprehensive community input process, project design, application(s) for funding, construction, project activation, and final reporting.

CONSULTANT will request funding from all funding partners, as determined in the strategic plan prepared in Task One. A detailed project schedule will be created, to align with funder deadlines. The schedule for completion of Scope Item II, as shown below, will be created, in partnership with CLIENT, upon completion of Task I.

Schedule for Completion of Work for Scope Task II:

Note: This schedule will be established based on current funding that CONSULTANT knows to be open and available for project funding. Should funder(s) change their schedules/cycles for funding, the schedule would be adjusted in partnership with CLIENT.

• **2A) Dates TBD:**

PERMITTING / ENGINEERING

CONSULTANT will work with CLIENT and Turnkey Vendor to determine permitting requirements. If additional consultants/partners will be needed to meet such requirements; CONSULTANT will collect bids, hire firm(s), and price lock.

• **2B) Dates TBD:**

IDENTIFY COMMUNITY ENGAGEMENT TEAM (CET) and CORE TEAM

CLIENT is responsible for identifying, soliciting, and confirming participation of 3-5 key team members for both the CET and CORE team in consultation and with approval of CONSULTANT.

• **2C) Dates TBD:**

COMPREHENSIVE COMMUNITY INPUT PROCESS/PROJECT DESIGN

CONSULTANT, in partnership with CLIENT and Turnkey Vendor, will conduct comprehensive community input process to drive project design. The parties shall engage the community in design plans for the project, in a manner deemed most effective by CONSULTANT, CET and CORE teams. Designs, and associated budgets, will be created by CONSULTANT and Turnkey Vendor as per community input, and will be reviewed and approved by CLIENT prior to grant application.

• **2D) Dates TBD**

SUBMIT APPLICATION(S) FOR FUNDING

CONSULTANT is responsible for completing the application(s) for funding and setting project goals, timelines, deliverables, budget, and components. Some application pieces will need to be provided by CLIENT; as such, CONSULTANT will inform CLIENT of those pieces with at minimum two weeks' notice for submission to CONSULTANT for inclusion in the application.

Known Funder Requirements: Please recognize that funders have specific requirements related to the use of their funds. These terms are specified in award contracts presented from funders, but may be presented in the application process. CONSULTANT will share all known specifications with CLIENT. CLIENT is responsible for reviewing and understanding these terms and must notify CONSULTANT within 5 business days with any concerns or issues. CLIENT, through signature of this contract, accepts terms related to: public access/usage of amenities once developed and built, public notification of award of funds, stipulations related to timing of groundbreaking/beginning construction phase of project, inclusion of funder signage to be located on project site, and post project reporting requirements (which may require additional engagement and information from CLIENT).

- **2E) Dates TBD:**

CONSTRUCTION (if funded)

CLIENT is responsible for providing and completing any in-kind items promised in the application. CONSULTANT will oversee and manage turnkey vendor, to ensure construction plans are in place, on schedule, and conforming to all funder requirements. CONSULTANT is point of escalation/contact for any concerns during construction process and will proactively communicate any concerns, issues, etc. to the project team.

- **2F) Dates TBD:**

GRAND OPENING CEREMONY / PROJECT ACTIVATION / FINAL REPORTING

CONSULTANT will work with project team to plan a grand opening ceremony and project activation. CONSULTANT will complete final reporting requirements for funder(s). CLIENT is to provide any data requested by CONSULTANT for final reporting within 10 business days of request.

2. Payment:

To make costs manageable, CONSULTANT is willing to share the risk of total project costs with partners and brings proven expertise at amplifying the competitiveness and fundability for projects. CONSULTANT fees are not to exceed 15% of total project budget, and will be financed through grant funds secured by the CONSULTANT, minus the fees already paid to consultant. All fees arranged for payment to CONSULTANT will comport with funder's allowable fees and payment for fees to CONSULTANT will not unreasonably impact the competitiveness of the application for funding. CLIENT will not be obligated to pay additional fees to CONSULTANT except as outlined herein.

CONSULTANT will begin work immediately upon receiving a signed Statement of Work. A retainer of \$10,000.00 is due upon signature of contract; with a progress payment of \$10,000.00 due upon completion of Task 1. These payments will be shown as part of total project budget, and will count as CLIENT/APPLICANT contributions, if allowed per funder guidelines. No additional payment shall be due from CLIENT (except for any agreed Overtime Costs as defined in the section titled "Deadlines and Overtime" below). All project payments are payable to CONSULTANT, and CONSULTANT will make payments to all other partners, including Turnkey Vendor. Turnkey Project payment terms are: 60% upon project funding and/or receipt of funds to CLIENT from funder, 20% at groundbreaking, and the final 20% upon completion of the project with walk-through by CLIENT. CONSULTANT will work on behalf of CLIENT to secure reimbursements, and/or ensure funds flow directly from funder to CLIENT upon award. (This is dependent upon each funder's financing rules/procedures).

3. Deadlines and Overtime:

CONSULTANT will create a detailed project schedule that includes set CLIENT deadlines to enable successful completion of all grant applications. If deadlines for deliverables from the CLIENT are not met, CONSULTANT will first determine if grant deadline(s) can still be met (based on capacity/overtime, etc.). If deadlines can be met, CONSULTANT will have discussions with the Primary Contact to determine if CLIENT wants to proceed toward meeting grant deadline(s) and provide an estimate of costs for labor outside the scope of this agreement. If agreed upon, an amendment in writing sent by email to the email address below will be added to this Statement of Work as confirmation of decision/accounting paper trail. These costs (the "Overtime Costs"), outside the scope of this agreement, are to be paid by CLIENT within 30 days upon receipt of the amendment to this Statement of Work by CONSULTANT. No Overtime Costs shall be owed or payable from CLIENT to CONSULTANT in the absence of such written amendment to this Agreement, signed by the Parties hereto.

4. Termination of Contract:

If agreed-upon grant deadlines are missed by CONSULTANT or CLIENT, without prior communication and discussion/agreement with the other party, such shall be considered a breach of contract and the contract can be terminated by the other party without penalty of any kind.

If the project is determined to be non-viable at any point by both CLIENT and CONSULTANT, the Parties may mutually terminate this Agreement in writing signed by the Parties without penalty of any kind.

5. Confidentially:

Neither CONSULTANT nor the CLIENT shall make public or disclose, without prior approval, to any person any detailed and specific information about this contract, or any information disclosed during the completion of this contract, inclusive of discussions, services, and products connected to either organization. Such shall not include disclosures in the ordinary course of business such as those made to accountant, attorney, town representatives and the like. Either CONSULTANT or CLIENT may make public or disclose information about this contract pursuant to subpoena, governmental investigation, or as otherwise mandated by law.

6. Ownership:

Any work-product of CONSULTANT produced in connection with this agreement, including but not limited to any reports, data, analysis, presentations, software, photographs, video, or other materials, and all copyrights and other intellectual property rights in such work-product shall be the exclusive property of the CLIENT, and all rights and title in the work-product shall vest automatically in CLIENT without the need for further agreement. To the extent that any work-product constitutes, in whole or in part, a copyrighted work, it is a work made for hire, and all rights to it vest automatically in CLIENT. CONSULTANT work-product will not be shared with other parties without CLIENT consent. CLIENT agrees to permit CONSULTANT to showcase their work completed for CLIENT in all marketing material.

7. No Warranty as to Funding:

CONSULTANT represents and CLIENT has been advised that there is provided by CONSULTANT no warranty that funding will be able to be procured by CONSULTANT. Inability to secure funding by CONSULTANT shall not be considered by CLIENT to be any breach of contract or result in any liability to CONSULTANT.

8. Closure:

This Statement of Work will be closed and the Statement of Work deemed to be satisfied as to its terms and conditions upon completion of the above written scope.

Authorized Signature of Acceptance by CLIENT.

Signature: _____ Date: _____
By: _____
Email: _____

Fischer Project Management & Consulting Services/ FPM Grants



Date: 8-2-2022

Signature:
By: Christine Fischer
Email: Christine@fpmgrants.com

Please Note: the price and timeframe on this statement of work is valid if signed by August 17, 2022. If acceptance is not given on or before August 17, 2022 a revised statement of work may be required to proceed with engaging CONSULTANT

ADDENDUM A: Participants/Organizational Structure/Key Responsibilities:

(This list is not meant to be 100% inclusive, but rather constitutes an outline of the primary responsibilities of the parties.)

CONSULTANT:

- Primary contact with funders, on behalf of CLIENT, to ensure accurate and consistent communications.
- Will complete all aspects of the grant applications, with CLIENT providing supporting documents, data, and information as requested and in a timely manner.
- Will utilize proven experience and expertise to help secure funding, manage, and complete a professional and competitive turnkey grant-funded project.
- Will Develop Turnkey Project for application to funder(s).
- Will Develop a project funding strategy utilizing experience and long-standing funder relationships to best position application and maximize project success.
- Will lead the CLIENT, CET and CORE team through a comprehensive community input process in partnership with the selected Turnkey Vendor to facilitate project design process.
- Manage the creation of project design(s) with assistance of the Turnkey Vendor for CLIENT consideration and modification/input.
- Provide comprehensive design and maintenance budgets and associated information in final project design(s) to CLIENT, for consideration in developing a final project scope. The final design decision will be made by the CLIENT.

- Execute and manage grant writing and complete all aspects of the grant applications, including ensuring internal operational processes align with funder requirements and compiling all grant attachments/requirements for the application.
- Manage all aspects of grant funding, including award dates, cash flow requirements from funders, approval requirements and associated dates, and manage interim and final reporting requirements.
- Manage all aspects of construction with Turnkey Vendor, ensuring full compliance with funding and project parameters.
- Ensure compliance and submittal of all funder requirements for all awarded grants.
- Close out project with funders (all final reporting requirements and/or letter of closure).

CLIENT:

- Upon securing a signed Statement of Work, CLIENT will be available for interviews and information-gathering interviews as needed throughout the process, and will make appropriate staff member(s) available as requested by CONSULTANT and as necessary to ensure a successful project and grant application(s).
- CLIENT will designate an individual as the primary contact for this project (the “Primary Contact”) and inform CONSULTANT as to same.
- The Primary Contact will be responsible to set up a CLIENT Community Engagement Team (CET) – to be approved by CONSULTANT - to work on grant project in partnership with CONSULTANT. This team will include key community members and local personnel who will be appointed to assist with the execution of a comprehensive community input process, arrange for outreach to partners, and assist in coordinating CONSULTANT with all relevant parties upon CONSULTANT’S request.
- The Primary Contact shall secure all documents and information in its possession or reasonably obtainable needed for grant application as reasonably requested by CONSULTANT.
- The Primary Contact shall secure a list of all related participants in the project.
- The Primary Contact shall provide Notice to CONSULTANT for any concerns or issues.
- Due to tight turnaround required, CLIENT will make all efforts to respond to requests from CONSULTANT within a reasonable timeframe. For the purposes of this section, reasonable timeframes are to constitute 48 hours, excluding weekends and holidays. However, within thirty (30) days prior to the application deadline, CLIENT shall make every reasonable effort to respond to requests within 24 hours, including weekends, but not to include national holidays.
- The CLIENT shall review all draft applications and sign off on final drafts and provide approval to submit applications prior to submission.
- The CLIENT will review and approve the project budget(s) and maintenance budget.
- The Primary Contact shall provide, to the best of their knowledge, all code, permitting, and engineering requirements specific to the project property. If unforeseeable circumstances arise, (including but not limited to permitting requirements, engineering issues, etc.) that are outside the scope of the Turnkey Vendor’s capabilities, the Primary Contact will assist CONSULTANT, in good faith, in identifying and contracting with necessary professionals. Additional professionals and any associated costs will be presented as part of the grant application budget and paid for out of the grant funds, if grant is received.
- The CLIENT will assist CONSULTANT (upon CONSULTANT’S request) with data collection, reports, current and historical information, strategic direction and goals, letters of support, and project specific questions. This assistance is necessary to increase funding and grant award success by providing thorough, accurate, and timely information for the research and grant applications. CLIENT will also work alongside CONSULTANT as a partner, following suggestions and directions given for the purpose of increasing funding viability.

Playgrounds that Communities LOVE!



We understand the need to make sure that you have spent community resources well.

City of Lamar Willow Creek Park
Rotary Way, Lamar CO 81052

Kendra Buchanan, Generation Wild
Coordinator
kendra.cope@ci.lamar.co.us
719-688-9195



Kids deserve a playground that motivates them to play.

Town of Lyons La Vern Johnson Park
600 Park Drive
Lyons CO 80540

Dave Cosgrove, Parks Director
davec@townoflyons.com
303-823-8250



We understand for a playground to last for decades, quality and durability are of the utmost importance.

Peak to Peak Charter School
800 Merlin Dr.
Lafayette, CO 80026

John Wilcox, Facilities Director
john.wilcox@bvsd.org
303-453-4678

Playgrounds that Communities LOVE!



Play is the most captivating thing in a child's life. Kids deserve a playground that WOWs.

City of Boulder - Boulder Reservoir
5565 51st St
Boulder CO 80301

Doug Godfrey, Parks Planner
303-579-2940
godfreyd@bouldercolorado.gov



Wonder, adventure and explore!
Kids are natural explorers and love nature play.

Banning Lewis Ranch – Oakwood Homes
Cedaredge Park
Brush Thorn Ln & Lewis Clark Trail
Colorado Springs CO

ColoradoScapes
John Nash, Project Manager
719-499-0595
info@coloradoscapes.com



"We don't stop playing because we grow old; we grow old because we stop playing." -George Bernard Shaw

Basalt Middle School
51 School St Basalt CO 81621

Jennifer Ellsperman, Principal
970-384-5901
jellsperman@rfschools.com

Outdoor play is the ideal antidote to over-structured and inactive lifestyles. Providing engaging, challenging, and durable playgrounds ensures that kids play harder, stay longer, and come back more often to satisfy their natural need to play. Summit Recreation is committed to making the most of that time on the playground.

ROOTS Rooted in the Grand Valley, Summit Recreation's unique approach to designing playgrounds has enriched children's play experiences for over 20 years. Working with local government organizations, schools, landscape architects and private developers throughout Colorado and Wyoming we have built hundreds of happier, healthier communities through play. Our Team of five full time staff members have solid, broad based play, construction, design and project management experience and are dedicated to making every project from concept to ribbon cutting a project well done.

INNOVATION Summit Recreation understands that children have different abilities at every stage of development and one size does not fit all. That's why Summit Recreation has partnered with KOMPAN, the world's leading play equipment manufacturer, who is constantly developing new products and has the broadest portfolio of play equipment to choose from. From colorful thematic designs for younger children to exciting dynamic motion for older children, KOMPAN's wide variety of product designs affords Summit Recreation to offer the best and most creative solutions for any play environment.

PLAY VALUE KOMPAN products are designed with a respect for kids' abilities that keeps them coming back for more. To ensure that KOMPAN products are designed appropriately for each age group with the maximum play value, KOMPAN founded the KOMPAN Play Institute (KPI). KPI is a network of child development experts who conduct play research, guide product development, and educate play environment designers about the importance of quality play value and design. Our shared focus on children and the benefits of play is reflected in every KOMPAN product and every play space Summit Recreation creates.

QUALITY As an international supplier of playground equipment, KOMPAN manufactures its products using high quality materials and processes to withstand the harshest conditions and climates. KOMPAN's manufacturing is certified to ISO14000 standards and our environmental policy has earned the company the Green Business Award. KOMPAN's commitment to quality helps to ensure that KOMPAN equipment will provide a lasting benefit and solid investment to every customer.

SAFETY Summit Recreation takes safety seriously. Our comprehensive approach to safety combines safe design and safe materials. We understand that by minimizing risks, we enable children to fully explore the world of play. Our products are IPEMA certified, which guarantees conformance to current ASTM standards. All of our play solutions also meet ADA accessibility standards.

THE FUTURE OF PLAY The issues facing children today, including epidemic obesity rates and sedentary lifestyles, give greater importance to the development of quality play environments that deliver a variety of play experiences. By designing playspaces that offer children appropriate, safe, and exciting choices on the playground, Summit Recreation will continue to lead the way for innovative play.



I'm reaching out to each of you several years after the Basalt Middle School playground was built to say THANK YOU again for all you did to make it a reality. As I'm playing outside with our students during recess, I get to see the level of impact and effectiveness of the design on our kids as they take healthy risks and engage socially in safe and fun ways at school. I want you to know our goals were met and exceeded with the addition of this amenity to our school!

We received a \$125,000 grant from the Colorado Health Foundation in 2016 and also received funds from the Town of Basalt and Basalt Education Foundation. FCI Construction contributed as they helped with the design and construction and definitely absorbed some of the cost. We also worked with Summit Recreation on the design of our middle school playground.

In this pandemic, we have been back in person at school since October 26, 2020 after 7 months of students being at home. Students must play outside now as we have severely limited the options of library, makerspace, the band room and classrooms during lunch and the cafeteria is a half capacity due to health precautions related to Covid-19. Consequently, students are playing with the playground equipment now more than ever! The zipline has been highly used since its installation. The Orion Space Net and Net Twister are such a blast and accommodate so many kids playing together.

This week, I witnessed two fifth-graders watching kids on the zipline, clearly wanting to participate but afraid to try. I worked with them to try and other students supported them until they were comfortable. Both of these students are using the zipline independently now. It was such a demonstration of courage, compassion, and teamwork that brought tears to my eyes! For the first time, I jumped on the Orion Space Net this week and the kids had a blast trying to bounce me off. I had no idea how much fun it would be! It was so re-energizing to play with the students after having to send a whole grade level home to be quarantined the night before.

We had seventh-graders this week creating their own sci-fi adventure on the climbing boulders pretending to steal one another's organs if they reached the top. They were laughing and challenging themselves and each other the whole time. The health, imagination, and social skills our students get to foster on this rare amenity of a middle school playground have been worth every dime and every bit of effort to make it happen.

I know the Colorado Health Foundation had not had the opportunity to support many middle school projects when we first proposed this one several years ago, so I encourage you to continue your support of building middle school playgrounds with the types of activities ours provides. I attached the design in case others are looking for a plan.

Thanks again for all of the energy that each of you poured into Basalt Middle School (and what many of you continue to give) to provide our students the healthiest and most enriching school experience they can have!!

Gratefully,

Jen Ellsperman, Principal
Basalt Middle School
970-384-5901



NEW Town of Rico - Open Park Fund
 Comparative Income Statement to Budget
 For the Eight Months Ending August 31, 2022

| | YEAR TO DATE ACTUAL | ANNUAL BUDGET | YEAR to DATE BALANCE | CURRENT MONTH ACTUAL | PERCENTAGE FAV (UNFAV) |
|---|------------------------|-----------------------|-------------------------|-------------------------|---------------------------|
| Revenues - Operating | | | | | |
| Sales & Use Tax | \$ 12,343.93 | \$ 15,450.00 | (3,106.07) | 0.00 | 79.90 |
| Lodging Tax | 518.40 | 900.00 | (381.60) | 0.00 | 57.60 |
| Interest | 29.17 | 30.00 | (0.83) | 0.00 | 97.23 |
| Excise Tax | 477.50 | 500.00 | (22.50) | 0.00 | 95.50 |
| Total Revenues - Operating | 13,369.00 | 16,880.00 | (3,511.00) | 0.00 | 79.20 |
| Expenses - Operating | | | | | |
| Flowers | (1,084.14) | (1,500.00) | 415.86 | 0.00 | 72.28 |
| Winter Festival | 0.00 | (1,500.00) | 1,500.00 | 0.00 | 0.00 |
| Winter Trail Grooming Payroll | (2,180.00) | (7,000.00) | 4,820.00 | (1,520.00) | 31.14 |
| Repairs & Maint. Equipment | 0.00 | (1,500.00) | 1,500.00 | 0.00 | 0.00 |
| Insurance | (5,000.00) | (5,000.00) | 0.00 | 0.00 | 100.00 |
| Supplies | (1,921.79) | (7,500.00) | 5,578.21 | (123.69) | 25.62 |
| Adminstrator Payroll | 0.00 | (5,000.00) | 5,000.00 | 0.00 | 0.00 |
| Ice Rink & Park Maint. Payroll | (2,410.00) | (8,900.00) | 6,490.00 | 0.00 | 27.08 |
| Miscellaneous | 0.00 | (500.00) | 500.00 | 0.00 | 0.00 |
| Total Expenses - Operating | (12,595.93) | (38,400.00) | 25,804.07 | (1,643.69) | 32.80 |
| Net Income - Operating | \$ 773.07 | \$ (21,520.00) | 22,293.07 | (1,643.69) | (3.59) |
| Revenues - Capital Improvement | | | | | |
| Total Revenues - Capital Improvement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Expenses - Capital Improvement | | | | | |
| Total Expenses - Capital Improvement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Net Income - Capital Improvement | \$ 0.00 | \$ 0.00 | 0.00 | 0.00 | 0.00 |

For Management Purposes Only

NEW Town of Rico - Open Park Fund
 Comparative Income Statement to Budget
 For the Eight Months Ending August 31, 2022

| | YEAR TO DATE ACTUAL | ANNUAL BUDGET | YEAR to DATE BALANCE | CURRENT MONTH ACTUAL | 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 | | | | | |
| Rio Grande Southern Extension | \$ 0.00 | \$ 125,000.00 | (125,000.00) | 0.00 | 0.00 |
| Total Revenues - Other | 0.00 | 125,000.00 | (125,000.00) | 0.00 | 0.00 |
| Expenses - Other | | | | | |
| Rio Grande Southern Extension | 0.00 | (100,000.00) | 100,000.00 | 0.00 | 0.00 |
| Total Expenses - Other | 0.00 | (100,000.00) | 100,000.00 | 0.00 | 0.00 |
| Net Income - Other | \$ 0.00 | \$ 25,000.00 | (25,000.00) | 0.00 | 0.00 |
| TOTAL NET INCOME | \$ 773.07 | \$ 3,480.00 | (2,706.93) | (1,643.69) | 22.21 |
| Beginning Fund Balance | 101,765.96 | 0.00 | | | |
| Ending Fund Balance | 102,539.03 | 3,480.00 | | | |

**TOWN OF RICO
ORDINANCE NO. 2022-08**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO ADOPTING
ELECTION REGULATIONS FOR THE TOWN'S REGULAR MUNICIPAL
ELECTION TO BE HELD ON NOVEMBER 1, 2022.**

WHEREAS, the Town of Rico, Colorado ("Town") is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Rico Home Rule Charter ("Charter"); and

WHEREAS, Section 11 of the Town's Charter provides that Town elections shall be governed by the Colorado municipal election laws, except as provided in the Charter, or by ordinance; and

WHEREAS, the Board finds and determines that modifying the deadlines provided for in Colorado's municipal election laws as provided in this Ordinance, for the Town's November 1, 2022 regular election only, will facilitate the timelines and deadlines provided for in the Town's Charter; and

WHEREAS, the Board finds and determines that delegating authority to the Town Clerk as described in this Ordinance will facilitate an efficient and effective regular municipal election.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF RICO ORDAINS:

Section 1. The recitals hereinabove are hereby adopted as findings and incorporated herein.

Section 2. For the Town of Rico November 1, 2022 regular municipal election only, the following provisions of the Colorado Municipal Election Code are modified as follows:

Additions shown in double underline, deletions shown in ~~striketrough~~.

C.R.S. § 31-10-302(4)

(4) No petition is valid that does not contain the requisite number of signatures of registered electors. The clerk shall inspect timely filed petitions of nomination to ensure compliance with this section. Such inspection may consist of an examination of the information on the signature lines for patent defects, a comparison of the information on the signature lines with a list of registered electors provided by the county, or any other method of inspection reasonably expected to ensure compliance with this section. Any petition may be amended to correct or replace those signatures

that the clerk finds are not in apparent conformity with the requirements of this section at any time prior to seventeen ~~sixty-three~~ days before the day of election.

C.R.S. § 31-10-303(1)

(1) Any person who has been nominated and who has accepted a nomination may cause his or her name to be withdrawn from such nomination at any time prior to seventeen ~~sixty-three~~ days before election by a written affidavit withdrawing from such nomination. The affidavit stating withdrawal shall be signed by the candidate and filed with the clerk.

C.R.S. § 31-10-305

All petitions of nomination and affidavits that are in apparent conformity with the provisions of section 31-10-302, as determined by the clerk, are valid unless objection thereto is duly made in writing within three days after the filing of the same. In case objection is made, notice thereof shall be forthwith mailed to any candidate who may be affected thereby. The clerk shall decide objections within at least forty-eight hours after the same are filed, and any objections sustained may be remedied or defect cured upon the original petition, by an amendment thereto, or by filing a new petition within three days after the objection is sustained, but in no event later than the eighteenth ~~sixty-fourth~~ day before the day of election. The clerk shall pass upon the validity of all objections, whether of form or substance, and the clerk's decisions upon matters of form shall be final. The clerk's decisions upon matters of substance shall be open to review if prompt application is made, as provided in section 31-10-1401, but the remedy in all cases shall be summary, and the decision of the district court shall be final and not subject to review by any other court; except that the supreme court, in the exercise of its discretion, may review any proceeding in a summary way.

C.R.S. § 31-10-306

The governing body of a municipality may provide by ordinance that no write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the clerk by the person whose name is written in prior to eighteen ~~sixty-four~~ days before the day of the election indicating that such person desires the office and is qualified to assume the duties of that office if elected.

C.R.S. § 31-10-507

In any ordinance adopted by the governing body of the municipality requiring an affidavit of intent for write-in candidates as provided in section 31-10-306, the governing body may also provide that, if the only matter before the voters is the election of persons to office and if, at the close of business on the eighteenth ~~sixty-fourth~~ day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent, the clerk, if instructed by resolution of the governing body either before or after such date, shall cancel the

election and by resolution declare the candidates elected. If so provided by ordinance, upon such declaration the candidates shall be deemed elected. Notice of such cancellation shall be published, if possible, in order to inform the electors of the municipality, and notice of such cancellation shall be posted at each polling place and in not less than one other public place.

Section 3. Except as stated in Section 2 of this Ordinance, the Town’s Charter and the Colorado Municipal Election Code apply to the November 1, 2022 regular municipal election.

Section 4. No write-in vote for municipal office shall be counted unless an affidavit of intent has been filed with the clerk by the person whose name is written in on or before Friday, October 14, 2022.

Section 5. If the only matter before the voters of the Town of Rico on November 1, 2022 is the election of persons to office and if, at the close of business on Friday, October 14, 2022 there are not more candidates than the offices to be filled at the election, including candidates filing affidavits of write-in intent, the Town Clerk, if instructed by resolution of the governing body either before or after such date, shall cancel the election and by resolution declare the candidates elected. Upon such resolution, the candidate(s) shall be deemed elected.

Section 6. The Town Clerk shall act as the designated election official for the Town of Rico and the Board hereby delegates to the Town Clerk the authority and responsibility for appointing the judges of election as provided by C.R.S. § 31-10-401. The Board also hereby delegates to the Town Clerk the authority and responsibility to perform other acts and duties and take further measures as necessary to facilitate the November 1, 2022 regular Town election.

Section 7. This Ordinance shall take effect immediately upon final adoption.

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ, AND APPROVED ON FIRST READING, AND ORDERED PUBLISHED BY TITLE ONLY THIS 8TH DAY OF AUGUST 2022.

TOWN OF RICO, COLORADO

Nicole Pieterse, Mayor

ATTEST:

Anna Wolf, Town Clerk

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IMMEDIATELY THIS 17TH DAY OF AUGUST 2022.

TOWN OF RICO, COLORADO

ATTEST:

Nicole Pieterse, Mayor

Anna Wolf, Town Clerk

Effective Date: August 17, 2022

**TOWN OF RICO
ORDINANCE NO. 2022-09**

AN ORDINANCE OF THE TOWN OF RICO, COLORADO REFERRING TO THE REGISTERED ELECTORS OF THE TOWN OF RICO AT THE TOWN'S REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 1, 2022, A QUESTION ASKING WHETHER SECTION 11 OF THE TOWN'S HOME RULE CHARTER SHALL BE AMENDED TO FACILITATE THE TOWN'S PARTICIPATION IN COORDINATED ELECTIONS.

WHEREAS, the Town of Rico, Colorado ("Town") is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Rico Home Rule Charter ("Charter"); and

WHEREAS, Section 14.3 of the Charter provides that the charter may be amended or repealed in the manner provided by Article XX of the Colorado Constitution and by § 31-2-201 et seq., Colorado Revised Statutes, or any successor statute on the same subject; and

WHEREAS, Article XX, Section 5 of the Colorado Constitution provides that the Board of Trustees ("Board") may submit a charter amendment to the voters; and

WHEREAS, C.R.S. Section 31-2-210(1)(b) provides that a municipality may initiate proceedings to amend its home rule charter via an ordinance adopted by the governing body submitting the proposed amendment to a vote of the registered electors of the municipality; and

WHEREAS, Section 11 of the Town's Charter governs the Town's regular elections; and

WHEREAS, the Board finds and determines that allowing the Town to coordinate its regular municipal elections with the county and state coordinated elections in November will result in significant cost savings to the Town since the Town will not have to hold separate municipal elections; and

WHEREAS, the Board finds and determines that coordinating regular elections will facilitate increased voter participation; and

WHEREAS, the Board finds and determines that the ballot question stated in this ordinance addresses the single subject of allowing the Town to coordinate the regular municipal election with the state and county coordinated election and that the submission of the question to the Town's registered electors is in the best interests of the Town.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF RICO ORDAINS:

Section 1. The recitals hereinabove are hereby adopted as findings and incorporated herein.

Section 2. The following question stated in Section 3 below shall be submitted to the registered voters of the Town of Rico voting at the regular municipal election which shall be held on Tuesday, November 1, 2022.

Section 3. The Town Clerk shall cause a notice of election for the following ballot question to be published, consistent with the requirements of C.R.S. § 31-2-210(4), in substantially the following form and add shall the question to the regular municipal ballot on November 1, 2022:

SHALL SECTION 11 OF THE TOWN OF RICO HOME RULE CHARTER BE REPEALED AND REPLACED TO READ AS FOLLOWS:

§ 11.1 ELECTION RULES. TOWN ELECTIONS SHALL BE GOVERNED BY THE COLORADO MUNICIPAL ELECTION LAWS OR THE UNIFORM ELECTION CODE OF THE COLORADO REVISED STATUTES, AS AMENDED FROM TIME TO TIME, EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER OR BY ORDINANCE HEREAFTER ENACTED. ALL SPECIAL AND REGULAR ELECTIONS SHALL BE NONPARTISAN. NO CANDIDATE FOR ANY MUNICIPAL OFFICE SHALL RUN UNDER ANY PARTY LABEL, UNLESS PERMITTED BY ORDINANCE ADOPTED THIRTY DAYS OR MORE PRIOR TO THE ELECTION.

§ 11.2 REGULAR ELECTIONS. THE TOWN'S REGULAR ELECTIONS SHALL BE HELD IN ACCORDANCE WITH THE COLORADO MUNICIPAL ELECTION LAWS OR THE UNIFORM ELECTION CODE OF THE COLORADO REVISED STATUTES AND THE TOWN MAY, BY RESOLUTION OF THE BOARD OF TRUSTEES, PARTICIPATE IN THE COORDINATED ELECTION CONDUCTED BY THE COUNTY IN ANY GIVEN YEAR.

§ 11.3 SPECIAL ELECTION. ANY SPECIAL TOWN ELECTION MAY BE CALLED BY RESOLUTION OF THE BOARD OF TRUSTEES AT LEAST NINETY DAYS IN ADVANCE OF SUCH ELECTION, OR AS PROVIDED IN THE COLORADO MUNICIPAL ELECTION CODE OR THE UNIFORM ELECTION CODE OF THE COLORADO REVISED STATUTES, AS AMENDED FROM TIME TO TIME. THE RESOLUTION OR ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION SHALL SET FORTH THE PURPOSE OF SUCH ELECTION.

§ 11.4 RECALL ELECTION. RECALL ELECTIONS SHALL BE CONDUCTED IN THE MANNER PROVIDED IN THE COLORADO MUNICIPAL ELECTION CODE OR THE UNIFORM ELECTION CODE OF THE COLORADO REVISED STATUTES, AS AMENDED FROM TIME TO TIME.

Section 4. This Ordinance shall take effect immediately upon final adoption.

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ, AND APPROVED ON FIRST READING, AND ORDERED PUBLISHED BY TITLE ONLY THIS 8TH DAY OF AUGUST 2022.

TOWN OF RICO, COLORADO

Nicole Pieterse, Mayor

ATTEST:

Anna Wolf, Town Clerk

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IMMEDIATELY THIS 17TH DAY OF AUGUST 2022.

TOWN OF RICO, COLORADO

Nicole Pieterse, Mayor

ATTEST:

Anna Wolf, Town Clerk

Effective Date: August 17th, 2022

NEW Town of Rico - General Fund
 Comparative Income Statement to Budget
 For the Eight Months Ending August 31, 2022

| | YEAR TO DATE ACTUAL | ANNUAL BUDGET | YEAR to DATE VARIANCE | CURRENT MONTH ACTUAL | PERCENTAGE FAV (UNFAV) |
|-----------------------------------|------------------------|-------------------|--------------------------|-------------------------|---------------------------|
| Revenues - Operating | | | | | |
| Developmnet Securities | \$ 5,000.00 | \$ 0.00 | 5,000.00 | 0.00 | 0.00 |
| Property Tax | 77,523.05 | 86,100.00 | (8,576.95) | 0.00 | 90.04 |
| Sales & Use Tax | 123,692.96 | 126,752.00 | (3,059.04) | 0.00 | 97.59 |
| SO Tax | 2,697.36 | 4,000.00 | (1,302.64) | 0.00 | 67.43 |
| Cigarette Tax | 113.35 | 190.00 | (76.65) | 0.00 | 59.66 |
| Mineral Leasing | 0.00 | 5,000.00 | (5,000.00) | 0.00 | 0.00 |
| Del Tax & Interest | 1,057.67 | 200.00 | 857.67 | 0.00 | 528.84 |
| Payroll Transfer Funds | 80,570.56 | 129,000.00 | (48,429.44) | 0.00 | 62.46 |
| Motor Vehicle Tax | 394.64 | 1,500.00 | (1,105.36) | 0.00 | 26.31 |
| Building Permits | 3,523.31 | 5,000.00 | (1,476.69) | 0.00 | 70.47 |
| Development Applications | 1,025.00 | 20,000.00 | (18,975.00) | 0.00 | 5.13 |
| Business Licenses | 375.00 | 200.00 | 175.00 | 0.00 | 187.50 |
| Dog Licenses | 150.00 | 100.00 | 50.00 | 0.00 | 150.00 |
| Interest | 314.48 | 475.00 | (160.52) | 0.00 | 66.21 |
| Fines | 8,193.00 | 10,000.00 | (1,807.00) | 0.00 | 81.93 |
| Miscellaneous | 29,039.59 | 0.00 | 29,039.59 | 0.00 | 0.00 |
| Septic Permit | 800.00 | 375.00 | 425.00 | 0.00 | 213.33 |
| Lodging Tax | 1,445.55 | 0.00 | 1,445.55 | (425.18) | 0.00 |
| Rent | 2,400.00 | 5,400.00 | (3,000.00) | 0.00 | 44.44 |
| Contract Labor Transfer | 0.00 | 8,000.00 | (8,000.00) | 0.00 | 0.00 |
| Attorney Pass Thru | 212,411.01 | 75,000.00 | 137,411.01 | 0.00 | 283.21 |
| SMPA Dividend Check | 2,495.90 | 400.00 | 2,095.90 | 0.00 | 623.98 |
| | <u>553,222.43</u> | <u>477,692.00</u> | <u>75,530.43</u> | <u>(425.18)</u> | <u>115.81</u> |
| Total Revenues - Operating | | | | | |
| Expenses - Operating | | | | | |
| Town Clean Up Day | (4,842.39) | (6,000.00) | 1,157.61 | 0.00 | 80.71 |
| Building Inspector | 0.00 | (5,000.00) | 5,000.00 | 0.00 | 0.00 |
| Town Administrator | (41,083.38) | (70,000.00) | 28,916.62 | 0.00 | 58.69 |
| Town Clerk | (23,291.71) | (43,000.00) | 19,708.29 | 0.00 | 54.17 |
| Payroll Taxes | (23,276.92) | (35,000.00) | 11,723.08 | 0.00 | 66.51 |
| Public Works | (23,088.57) | (37,000.00) | 13,911.43 | 0.00 | 62.40 |
| Employee Benefits - Health | (22,345.60) | (38,000.00) | 15,654.40 | (3,513.40) | 58.80 |
| Professional - Town Attorney | (21,629.00) | (20,000.00) | (1,629.00) | (1,951.00) | 108.15 |
| Town Planner | (2,293.76) | (20,000.00) | 17,706.24 | 0.00 | 11.47 |
| POST Maintenance/Ice | (4,800.00) | (8,900.00) | 4,100.00 | 0.00 | 53.93 |
| Professional - Auditor | (11,000.00) | (12,000.00) | 1,000.00 | (11,000.00) | 91.67 |
| Attorney Pass Thru | (135,843.70) | (75,000.00) | (60,843.70) | (5,011.27) | 181.12 |
| Municipal Court Judge | (3,000.00) | (4,500.00) | 1,500.00 | (375.00) | 66.67 |
| Town Marshall | (8,495.00) | (30,000.00) | 21,505.00 | (375.00) | 28.32 |

For Management Purposes Only

NEW Town of Rico - General Fund
 Comparative Income Statement to Budget
 For the Eight Months Ending August 31, 2022

| | YEAR TO DATE ACTUAL | ANNUAL BUDGET | YEAR to DATE VARIANCE | CURRENT MONTH ACTUAL | PERCENTAGE FAV (UNFAV) |
|---|------------------------|------------------------|--------------------------|-------------------------|---------------------------|
| POST - Groomer | 0.00 | (7,000.00) | 7,000.00 | 0.00 | 0.00 |
| Website Maintenance | 0.00 | (2,000.00) | 2,000.00 | 0.00 | 0.00 |
| Fuel | (1,147.43) | (3,500.00) | 2,352.57 | 0.00 | 32.78 |
| Advertisement/Agenda & Notice | 0.00 | (2,000.00) | 2,000.00 | 0.00 | 0.00 |
| Insurance | (10,832.44) | (5,200.00) | (5,632.44) | 0.00 | 208.32 |
| Supplies | (4,605.79) | (12,000.00) | 7,394.21 | (352.66) | 38.38 |
| Town Marshal Vehicle | 0.00 | (25,000.00) | 25,000.00 | 0.00 | 0.00 |
| Park Administrator | 0.00 | (5,000.00) | 5,000.00 | 0.00 | 0.00 |
| Electric | (973.00) | (2,200.00) | 1,227.00 | (86.00) | 44.23 |
| Propane | (3,709.00) | (5,000.00) | 1,291.00 | (603.00) | 74.18 |
| Employee Benefits - Life | 0.00 | (137.00) | 137.00 | 0.00 | 0.00 |
| Telephone | (2,441.92) | (6,000.00) | 3,558.08 | (49.97) | 40.70 |
| Utilities - Other | (769.48) | (1,000.00) | 230.52 | (181.47) | 76.95 |
| Employee Benefits - PERA | (13,713.02) | (32,000.00) | 18,286.98 | 0.00 | 42.85 |
| Treasurer Fees | (1,560.76) | (2,500.00) | 939.24 | 0.00 | 62.43 |
| Dues & Fees | (67.60) | (3,000.00) | 2,932.40 | (9.10) | 2.25 |
| Employees Consideration | 0.00 | (3,000.00) | 3,000.00 | 0.00 | 0.00 |
| Pass Thru/Rico Center | (8,300.00) | (3,400.00) | (4,900.00) | 0.00 | 244.12 |
| Travel/Conference Expenses | (4,927.01) | (7,500.00) | 2,572.99 | 0.00 | 65.69 |
| Miscellaneous | (82.00) | (2,000.00) | 1,918.00 | 0.00 | 4.10 |
| Sales & Use Tax | (31,908.70) | (25,350.00) | (6,558.70) | (7,220.84) | 125.87 |
| 4th of July | (1,536.70) | (2,500.00) | 963.30 | 0.00 | 61.47 |
| Water Technician | (1,000.00) | (4,000.00) | 3,000.00 | (100.00) | 25.00 |
| Elections | 0.00 | (3,000.00) | 3,000.00 | 0.00 | 0.00 |
| Part Time Maintenance | (18,860.00) | (10,000.00) | (8,860.00) | 0.00 | 188.60 |
| Traffic Fine - Surcharge | 0.00 | (2,500.00) | 2,500.00 | 0.00 | 0.00 |
| Total Expenses - Operating | (431,424.88) | (581,187.00) | 149,762.12 | (30,828.71) | 74.23 |
| Net Income - Operating | \$ 121,797.55 | \$ (103,495.00) | 225,292.55 | (31,253.89) | (117.68) |
| | | | | | |
| Revenues - Capital Improvement | | | | | |
| Rico Center Grant - pass thru | \$ 8,300.00 | \$ 3,400.00 | 4,900.00 | 0.00 | 244.12 |
| Excise Tax | (1,369.50) | 2,000.00 | (3,369.50) | (5,188.00) | (68.48) |
| Total Revenues - Capital Improve | 6,930.50 | 5,400.00 | 1,530.50 | (5,188.00) | 128.34 |

For Management Purposes Only

NEW Town of Rico - General Fund
 Comparative Income Statement to Budget
 For the Eight Months Ending August 31, 2022

| | YEAR TO DATE ACTUAL | ANNUAL BUDGET | YEAR to DATE VARIANCE | CURRENT MONTH ACTUAL | PERCENTAGE FAV (UNFAV) |
|-----------------------------------|------------------------|------------------------|--------------------------|-------------------------|---------------------------|
| Expenses - Capital Improvement | | | | | |
| Facilities Improvement | (9,472.07) | (35,000.00) | 25,527.93 | (720.00) | 27.06 |
| River Corridor Project | 0.00 | (5,000.00) | 5,000.00 | 0.00 | 0.00 |
| Total Expenses - Capital Improve | <u>(9,472.07)</u> | <u>(40,000.00)</u> | <u>30,527.93</u> | <u>(720.00)</u> | 23.68 |
| Net Income - Capital Improvement | <u>\$ (2,541.57)</u> | <u>\$ (34,600.00)</u> | <u>32,058.43</u> | <u>(5,908.00)</u> | 7.35 |
| Revenues - Special Projects | | | | | |
| Rico Center/River Corridor | \$ 0.00 | \$ 3,000.00 | (3,000.00) | 0.00 | 0.00 |
| RC/LUC Amendments/M.P. | 0.00 | 15,000.00 | (15,000.00) | 0.00 | 0.00 |
| Total Revenues - Special Projects | <u>0.00</u> | <u>18,000.00</u> | <u>(18,000.00)</u> | <u>0.00</u> | 0.00 |
| Expenses - Special Projects | | | | | |
| Community Meetings | 0.00 | (3,000.00) | 3,000.00 | 0.00 | 0.00 |
| RC/LUC Amendment/M.P. | (10,757.75) | (10,760.00) | 2.25 | 0.00 | 99.98 |
| Total Expenses - Special Projects | <u>(10,757.75)</u> | <u>(13,760.00)</u> | <u>3,002.25</u> | <u>0.00</u> | 78.18 |
| Net Income - Special Projects | <u>\$ (10,757.75)</u> | <u>\$ 4,240.00</u> | <u>(14,997.75)</u> | <u>0.00</u> | (253.72) |
| Revenues - Other | | | | | |
| Total Revenues - Other | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 |
| Expenses - Other | | | | | |
| Total Expenses - Other | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 |
| Net Income - Other | <u>\$ 0.00</u> | <u>\$ 0.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 |
| TOTAL NET INCOME | <u>\$ 108,498.23</u> | <u>\$ (133,855.00)</u> | <u>242,353.23</u> | <u>(37,161.89)</u> | (81.06) |

Beginning Fund Balance

930,019.01

0.00

For Management Purposes Only

NEW Town of Rico - General Fund
 Comparative Income Statement to Budget
For the Eight Months Ending August 31, 2022

| | YEAR TO DATE ACTUAL | ANNUAL BUDGET | YEAR to DATE VARIANCE | CURRENT MONTH ACTUAL | PERCENTAGE FAV (UNFAV) |
|---------------------|------------------------|------------------|--------------------------|-------------------------|---------------------------|
| Ending Fund Balance | 1,038,517.24 | (133,855.00) | | | |

2018 NEW Town of Rico - Street Fund
 Comparative Income Statement to Budget
 For the Eight Months Ending August 31, 2022

| | YEAR TO DATE ACTUAL | ANNUAL BUDGET | YEAR to DATE BALANCE | CURRENT MONTH ACTUAL | PERCENTAGE FAV (UNFAV) |
|------------------------------|------------------------|------------------|-------------------------|-------------------------|---------------------------|
| Revenues - Operating | | | | | |
| Property Tax | \$ 10,628.15 | \$ 11,805.00 | (1,176.85) | 0.00 | 90.03 |
| Sales and Use Tax | 12,343.93 | 20,000.00 | (7,656.07) | 0.00 | 61.72 |
| Specific Ownership Tax | 369.79 | 500.00 | (130.21) | 0.00 | 73.96 |
| Del Tax and Intrest | 22.81 | 15.00 | 7.81 | 0.00 | 152.07 |
| Franchise Tax | 1,459.94 | 7,300.00 | (5,840.06) | 0.00 | 20.00 |
| Highway Users Tax | 8,887.91 | 12,800.00 | (3,912.09) | 0.00 | 69.44 |
| Lodging Tax | 151.76 | 0.00 | 151.76 | 0.00 | 0.00 |
| County R&B Reapportionment | 13,049.77 | 11,800.00 | 1,249.77 | 0.00 | 110.59 |
| Interest | 27.09 | 30.00 | (2.91) | 0.00 | 90.30 |
| Miscellaneous | 0.00 | 500.00 | (500.00) | 0.00 | 0.00 |
| DOLA Grant | 120,064.04 | 0.00 | 120,064.04 | 0.00 | 0.00 |
| Rico Center Grant | 33,000.00 | 0.00 | 33,000.00 | 0.00 | 0.00 |
| | <hr/> | <hr/> | <hr/> | <hr/> | |
| Total Revenues - Operating | 200,005.19 | 64,750.00 | 135,255.19 | 0.00 | 308.89 |
| Expenses - Operating | | | | | |
| Payroll Transfer | (26,307.20) | (30,555.00) | 4,247.80 | (2,348.33) | 86.10 |
| Snow Removal | 0.00 | (5,000.00) | 5,000.00 | 0.00 | 0.00 |
| Fuel | (7,423.74) | (7,500.00) | 76.26 | 0.00 | 98.98 |
| Equipt Repairs & Maintenance | (6,923.60) | (5,000.00) | (1,923.60) | (186.44) | 138.47 |
| Insurance | (6,428.13) | (6,500.00) | 71.87 | 0.00 | 98.89 |
| Supplies | (196.61) | (2,500.00) | 2,303.39 | 0.00 | 7.86 |
| Electric | (471.00) | (2,000.00) | 1,529.00 | 0.00 | 23.55 |
| Street Lights | (1,277.00) | (1,500.00) | 223.00 | (130.00) | 85.13 |
| Utilities - Other | (1,199.05) | (2,500.00) | 1,300.95 | (163.58) | 47.96 |
| Treasurer Fees | (212.97) | (350.00) | 137.03 | 0.00 | 60.85 |
| DOLA Grant - transfer | (120,064.04) | 0.00 | (120,064.04) | 0.00 | 0.00 |
| Miscellaneous | (25.00) | 0.00 | (25.00) | 0.00 | 0.00 |
| | <hr/> | <hr/> | <hr/> | <hr/> | |
| Total Expenses - Operating | (170,528.34) | (63,405.00) | (107,123.34) | (2,828.35) | 268.95 |
| | <hr/> | <hr/> | <hr/> | <hr/> | |
| Net Income - Operating | \$ 29,476.85 | \$ 1,345.00 | 28,131.85 | (2,828.35) | 2,191.59 |

Revenues - Capital Improvement

For Management Purposes Only

2018 NEW Town of Rico - Street Fund
 Comparative Income Statement to Budget
 For the Eight Months Ending August 31, 2022

| | YEAR TO DATE ACTUAL | ANNUAL BUDGET | YEAR to DATE BALANCE | CURRENT MONTH ACTUAL | PERCENTAGE FAV (UNFAV) |
|--------------------------------------|------------------------|-----------------------|-------------------------|-------------------------|---------------------------|
| Excise Tax | \$ 477.50 | \$ 1,800.00 | (1,322.50) | 0.00 | 26.53 |
| Total Revenues - Capital Improvement | <u>477.50</u> | <u>1,800.00</u> | <u>(1,322.50)</u> | <u>0.00</u> | 26.53 |
| Expenses - Capital Improvement | | | | | |
| Equipment Lease Loader | 0.00 | (25,500.00) | 25,500.00 | 0.00 | 0.00 |
| Gravel Project - Streets | (986.09) | (5,000.00) | 4,013.91 | 0.00 | 19.72 |
| Preliminary Maint Facility | 0.00 | (5,000.00) | 5,000.00 | 0.00 | 0.00 |
| Total Expenses - Capital Improvement | <u>(986.09)</u> | <u>(35,500.00)</u> | <u>34,513.91</u> | <u>0.00</u> | 2.78 |
| Net Income - Capital Improvement | <u>\$ (508.59)</u> | <u>\$ (33,700.00)</u> | <u>33,191.41</u> | <u>0.00</u> | 1.51 |
| Revenues - Other | | | | | |
| Total Revenues - Other | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 |
| Expenses - Other | | | | | |
| Total Expenses - Other | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 |
| Net Income - Other | <u>\$ 0.00</u> | <u>\$ 0.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 |
| TOTAL NET INCOME | <u>\$ 28,968.26</u> | <u>\$ (32,355.00)</u> | <u>61,323.26</u> | <u>(2,828.35)</u> | (89.53) |
| Beginning Fund Balance | <u>72,610.86</u> | <u>0.00</u> | | | |
| Ending Fund Balance | <u>101,579.12</u> | <u>(32,355.00)</u> | | | |