

Town of Rico Memorandum

Date: August 13, 2025

TO: Town of Rico Board of Trustees
FROM: Chauncey McCarthy, Rico Town Manager
SUBJECT: August Board of Trustees Meeting

Consideration of a letter of support for Region 9 Economic Development District grant application to the Colorado Department of Local Affairs to fund automation of the Housing Needs Assessment (Pg. 15)

The Town of Rico has prepared a letter of support for the Southwest Colorado Council of Governments' (SWCCOG) grant application, coordinated by Region 9 Economic Development District, to the Colorado Department of Local Affairs (DOLA) through the Housing Planning and Land Use Needs (HPLN) program. While the Town is not subject to SB24-174 requirements, housing pressures affect the entire region. The proposed project would create a regional, automated Housing Needs Assessment (HNA) template to reduce duplication, minimize administrative burden, and ensure consistent data and reporting across jurisdictions.

Recommended Action: Approval of the letter of support for the Region 9 Economic Development District grant application

Selection of Rico Community Church committee (Pg.16-23)

The Town received seven letters of interest, which have been included in the packet, to serve on the temporary advisory committee for the historic Rico Community Church. Letters were submitted by Jill Jordan, Joanna Yonder, Pam Brown, Pat Bailey, Joy Littleton, Emily Nolan, and Sarah Lyons

It is currently unknown whether Emily Nolan will serve in one of the general seats or occupy the position reserved for the Rico Center. The Rico Historical Society will be represented by Deanna Drew and Jim Barron, who will alternate attendance depending on the topics under discussion. One seat on the committee has also been reserved for a member of the Board of Trustees. All applicants have been advised to attend the August 20th Board of Trustees meeting, at which committee members will be selected.

Following selection, it may be ideal for the Board and newly appointed committee members present to determine the date of their first meeting.

Requested Action: Board selection of committee members from the pool of applicants, confirmation of the Rico Center and Board of Trustees representatives, and coordination of the committee's initial meeting date.

Consideration of liquor license special event permit, Rico Trails Alliance 503 C event on October 2, 2025 at Fireweed Café (Pg. 24-24)

Included in the packet for the Board's consideration is the special event liquor license application submitted by the Rico Trails Alliance for their fall fundraising event at the Fireweed Café. The Board of Trustees previously approved a special event license for this event, which was originally scheduled for August 14, 2025. Due to wildfire activity and smoky conditions, the August date was canceled.

Recommended Action: Approval of the liquor license special event permit for the Rico Trails Alliance event on October 2, 2025

Consideration of Resolution 2025-04 a resolution of the Town of Rico, Board of Trustees supporting the submission of a grant application for funds from Colorado Parks and Wildlife non-motorized trail fund (Pg. 35-69)

The Board of Trustees is asked to consider adoption of Resolution 2025-04, which would express the Town's support for the Rico Trails Alliance's (RTA) application to the Colorado Parks and Wildlife (CPW) Non-Motorized Trail Fund for construction of a pedestrian bridge across the Dolores River. The proposed bridge would connect the north and south sections of the RGS River Trail, providing the only non-motorized route in the region with a gentle grade accessible to a wide range of users.

Approval of the resolution is necessary for the RTA to submit its application; however, concerns have been raised because the resolution, as drafted, commits the Town to providing matching funds without a specific amount being identified by the RTA. This creates uncertainty regarding the potential financial obligation to the Town.

The Town has already invested over \$1 million revitalizing the RGS trailhead at the north end of the Rio Grande Southern Trail in the core of the river corridor. These improvements include public parking, restrooms, a skate park, and pavilion. With the completion of the revitalization project and the creation of Depot Park, the Town's Park and Open Space Fund is projected to have approximately \$70,000 remaining at the close of the fiscal year. The Conservation Trust Fund is anticipated to close the year with less than \$2,500.

In addition, under the Recorded Recreational Trail Easement, the Town is obligated to:

- Maintain the trail and all improvements within the easement area, including the bridge, at the Town's sole cost and expense.
- Provide and maintain liability insurance naming the property owner as an additional insured.
- Install and maintain gates, boulders, and signage to prevent unauthorized motorized access, subject to property owner approval.

- Coordinate with the property owner on bridge design, location, and signage approvals.
- Ensure trail construction and maintenance comply with erosion control standards and access restrictions in the easement.

Given these existing investments, obligations, and the town's prior \$3,500 contribution to this project, any additional funding commitment would need to be carefully evaluated.

Included in the packet are:

- **Resolution 2025-04** – A resolution of the Town of Rico Board of Trustees supporting the submission of a grant application by the Rico Trails Alliance (RTA) to the Colorado Parks and Wildlife (CPW) Non-Motorized Trail Fund.
- **Memorandum of Understanding (MOU)** between the Town and RTA outlining cooperative efforts for the RGS River Trail.
- **Recorded Recreational Trail Easement** for the bridge site on the Lazy Rooster Ranch property.
- **Non-motorized grant program manual** page nine states requirements for the resolution from the governing body

Rico Geothermal Collation update

Teal Stetson-Lee will provide an update on the Rico Geothermal Coalition, including a recap of the July community outreach event, the status of current surveying activities, notice of a second grant award supporting ongoing work, and the potential creation of an official Rico Geothermal Committee, to be appointed by the Board of Trustees.

Montelores Coalition Update (Pg. 70-71)

Included in the packet is a two-page informational document outlining the mission, vision, and current projects of the Montelores Coalition. A community-driven partnership focused on advancing sustainable outdoor recreation, conservation, and economic vitality across Montezuma and Dolores Counties.

Skip Zeller will be in attendance to present this update, provide additional context on the Coalition's recent work, and answer any questions from the Board.

Election update and timeline

Nomination petitions for the upcoming election are due by August 25th. The Town of Rico is accepting pro/con statements on ballot measures until September 19th; these statements must be personally signed and received at the Clerk's Office by that date,

either delivered in person or by mail. TABOR notices will be mailed to all registered electors by October 3rd. Election judges will be appointed at the October Board meeting, where the Board will also have the opportunity to publicly support the ballot measures through a resolution.

Staff will prepare a brief factual FAQ about the ballot measures, to be published in October closer to the election date, as advised by the Town Attorney. The election will be held in person on November 4th. The next discussion of election matters and action items will be presented to the Board at the October 15th meeting.

Colorado 150th America 250th July 4th weekend celebration

In 2026, the 4th of July will fall on a Saturday. Staff is requesting authorization from the Board to begin pursuing sponsorships for a two-day Colorado 150th / America 250th holiday celebration and to coordinate with the Women's Club for Town-sponsored events on both Saturday and Sunday. Proposed activities include a concert at the Town Park Pavilion on Saturday following the parade and Fire Department lunch, along with additional events throughout the weekend. The Board should also discuss a potential amount to earmark in the 2026 budget to help cover event costs.

Pavilion rental policy (Pg. 71-73)

The purpose of this discussion is to review and give direction to staff for the creation of a Pavilion Rental Policy for the Town Park Pavilion. This policy will set clear expectations for use, ensure equitable access for the public, protect the facility from damage, and outline when Special Event Permits are required. Staff and the Board will also need to determine next steps for the creation of a Special Event Permit. Included in the packet is a memo for the boards review and discussion.

RICO TOWN BOARD MEETING MINUTES

Date: July 9, 2025

Call to Order 7:02 PM

Trustees Present:

Mayor Patrick Fallon
Mayor Pro Tem Cristal Hibbard
Trustee Benn Vernadakis
Trustee Gerrish Willis

Trustees Absent:

Trustee Chris Condon
Trustee Joe Dillsworth
Trustee Scott Poston

Staff Present. Chauncey McCarthy, Anna Wolf (Zoom),

Action Items:

Consideration of liquor license special event permit for Rico Trails Alliance event on August 18, 2025 at the Fireweed Café

Town Manager Chauncey McCarthy gives summary.
Board has discussion.

Motion

Move approve liquor license special event permit for Rico Trails Alliance event on August 18, 2025 at the Fireweed Café

Moved by Trustee Benn Vernadakis, seconded by Trustee Gerrish Willis.

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

Voting Yes Mayor Patrick Fallon, Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, and Trustee Benn Vernadakis.

Consideration of hiring a new Town Marshal

Town Manager Chauncey McCarthy gives summary.
Board has discussion.

Motion

Move approve hiring of the recommended candidate as a part time Town Marshal pending his physiological evaluation and authorize Town Staff to administer the oath of office upon the fulfillment of those requirements.

Moved by Mayor Patrick Fallon, seconded by Mayor Pro Tem Cristal Hibbard.

Vote. A roll call vote was taken and the motion was approved, 4-0.
Voting Yes Mayor Patrick Fallon, Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard,
and Trustee Benn Vernadakis.

Adjourn unanimously.

Anna Wolf
Rico Town Clerk

Patrick Fallon
Mayor

RICO TOWN BOARD MEETING MINUTES

Date: July 16, 2025
Call to Order 7:20 PM

Trustees Present:

Mayor Patrick Fallon
Mayor Pro Tem Cristal Hibbard
Trustee Gerrish Willis
Trustee Joe Dillsworth
Trustee Scott Poston
Trustee Benn Vernadakis
Trustee Chris Condon

Trustees Absent:

Staff Present. Chauncey McCarthy, Anna Wolf (Zoom),

Approval of the Agenda

Motion

To approve the agenda with the removal of the Museum lease agreement.

Moved by Trustee Ben Vernadakis, seconded by Mayor Pro Tem Cristal Hibbard

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

Voting Yes Mayor Patrick Fallon, Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Benn Vernadakis, Trustee Chris Condon, and Trustee Scott Poston.
Trustee Joe Dillsworth did not vote

Approval of the Minutes

Change motion first, and adding the word license.

Motion

To approve the minutes of June 11 and June 18, 2025

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

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

Voting Yes Mayor Patrick Fallon, Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Benn Vernadakis, Trustee Chris Condon, Trustee Joe Dillsworth, and Trustee Scott Poston.

Consent Agenda

Payment of the Bills

Town Clerk gives summary of additional checks that were made out.

Motion

To approve payment of the bills.

Moved by Trustee Benn Vernadakis, seconded by Trustee Gerrish Willis

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

Voting Yes Mayor Patrick Fallon, Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Benn Vernadakis, Trustee Chris Condon, Trustee Joe Dillsworth, and Trustee Scott Poston.

Public Comment:

Linda Yellowman told the Board about the upcoming Commissioners meeting in Rico.
Scott Poston: speaking on behalf of Skip Zeller about the Rico Land collaborative.

Action Items:

Consideration of second reading of Ordinance No. 2025-04 an ordinance of the Town of Rico, Colorado, setting the title and content of ballot issues for a mill levy increase to be submitted at the election to be held on November 4, 2025

Town Manager Chauncey McCarthy gives summary.

Board has discussion.

Motion

Move approve second reading of Ordinance No. 2025-04 an ordinance of the Town of Rico, Colorado, setting the title and content of ballot issues for a mill levy increase to be submitted at the election to be held on November 4, 2025.

Moved by Trustee Benn Vernadakis, seconded by Trustee Gerrish Willis.

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

Voting Yes Mayor Patrick Fallon, Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Benn Vernadakis, Trustee Chris Condon, Trustee Joe Dillsworth, and Trustee Scott Poston.

Consideration of quarter 2 financial statements

Town Manager Chauncey McCarthy gives summary.

Board has discussion.

Public Comment:

Motion

Move approve the quarterly financial statements.

Moved by Trustee Gerrish Willis, seconded by Trustee Benn Vernadakis.

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

Voting Yes Mayor Patrick Fallon, Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Benn Vernadakis, Trustee Chris Condon, Trustee Joe Dillsworth, and Trustee Scott Poston.

Consideration of liquor license special event permit, Rico Skatepark 503 c for the Rico Round Up Car show on September 20, 2025 at 20 South Glasgow

Town Manager Chauncey McCarthy gives summary.

Board has discussion.

Public Comment: Larry Carver

Motion

Move approve liquor license special event permit, Rico Skatepark 503 c for the Rico Round Up Car show on September 20, 2025 at 20 South Glasgow.

Moved by Mayor Pro Tem Cristal Hibbard, seconded by Trustee Benn Vernadakis.

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

Voting Yes Mayor Patrick Fallon, Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Benn Vernadakis, Trustee Chris Condon, Trustee Joe Dillsworth, and Trustee Scott Poston.

Staff Report

Clerk's report:

Park 4th of July prep

Prepping space for Food pantry. Waiting on an inspection. Hoping to open July 22nd pending the inspection.

End of quarter.

Noticing fire restriction.

Manager's report

Food Pantry update.

4th of July was very successful.

Wildfire code update.

Noxious weeds district call for county land.

Chauncey out of office for the weekend.

Discussion Items

Election update and timeline

Town Manager Chauncey McCarthy gives update.

Board has discussion.

Petitions may be signed August 5-25

Water system updates

Town Manager Chauncey McCarthy gives update.

Board has discussion.

Silver Creek project is being reviewed by the State right now.

Town Park updates, name, and policies

Town Manager Chauncey McCarthy gives update.

Board has discussion.

Depot Park was approved as name by the Board.

Rico Community Church committee

Town Manager Chauncey McCarthy gives update.

Board has discussion.

Nominations to take place at the August Board meeting.

Short Term Rental license revision

Town Manager Chauncey McCarthy gives update.

Board has discussion.

Public Comment: Scott Grimmsmith, Melissa Kawalick, Allyn Svoboda

Board and Planning Commission to have joint meeting August 13 to workshop the STR ordinance.

Nuisance ordinance review

Town Manager Chauncey McCarthy gives update. Needs to be repealed and replaced.

Work session to be held after Town Manager does research on ordinances of other municipalities comparable to Rico.

Motion

Move to adjourn.

Moved by Trustee Gerrish Willis, seconded by Mayor Pro Tem Cristal Hibbard.

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

Voting Yes Mayor Patrick Fallon, Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Benn Vernadakis, Trustee Chris Condon, Trustee Joe Dillsworth, and Trustee Scott Poston.

Anna Wolf
Rico Town Clerk

Patrick Fallon
Mayor

NEW Town of Rico - General Fund
Check Register
For the Period From Aug 1, 2025 to Aug 31, 2025

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
18488	8/1/25	WM Corporate Services, I	10000	116.68
18489	8/1/25	Gretchen Treadwell	10000	1,440.00
17939V	8/7/25	Michael A. Moran	10000	-253.32
18498	8/12/25	Chauncey P. McCarthy	10000	2,727.64
18499	8/12/25	Jerry A. Sam	10000	449.64
18500	8/12/25	Dennis E. Swank	10000	1,599.92
18501	8/12/25	Anna C. Wolf	10000	1,478.93
18491	8/12/25	Jon Kelly	10000	375.00
18492	8/12/25	LP Propane LLC	10000	400.00
18493	8/12/25	Century Link	10000	3.60
18494	8/12/25	Utility Notification Center	10000	1,365.55
18495	8/12/25	Rico Fire Protection	10000	272.00
18496	8/12/25	Rico Telephone Company	10000	250.00
18497	8/12/25	San Miguel Power Associ	10000	258.00
18490	8/12/25	Karp Neu Hanlon, PC	10000	861.00
18502	8/12/25	Karp Neu Hanlon, PC	10000	783.00
Total				<u>12,127.64</u>

Check Register

For the Period From Aug 1, 2025 to Aug 31, 2025

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1806	8/1/25	Fischer Project Manageme	11000	15,000.00
1807	8/12/25	LePew Porta-Johns, Inc	11000	175.00
1808	8/12/25	San Miguel Power Associ	11000	30.00
Total				15,205.00

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
3010	8/1/25	Smith's Materials, LLC	10000	557.51
3011	8/1/25	4 rivers Equipment	10000	208.99
3012	8/12/25	Rico Telephone Company	10000	50.00
3013	8/12/25	Slavens, Inc	10000	43.36
3014	8/12/25	WM Corporate Services, I	10000	410.65
3015	8/12/25	San Miguel Power Associ	10000	127.00
Total				1,397.51

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4753	8/1/25	Dewco	10000	407.03
4754	8/1/25	Ferguson Waterwork #111	10000	875.74
4755	8/1/25	CO Dept of Public Health	10000	113.00
4756	8/12/25	AT&T Mobility	10000	111.40
4757	8/12/25	Rico Telephone Company	10000	115.00
4758	8/12/25	LP Propane LLC	10000	200.00
4759	8/12/25	PVS DX, INC	10000	171.89
4760	8/12/25	Todd Jones	10000	750.00
4761	8/12/25	La Plata County PH Dept	10000	38.50
4762	8/12/25	San Miguel Power Associ	10000	559.00
4763	8/12/25	Karp Neu Hanlon	10000	485.00
4764	8/12/25	Dewco	10000	206.24
Total				4,032.80



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

August 20, 2025

Colorado Department of Local Affairs
 1313 Sherman Street, Suite 521
 Denver, CO 80203

Dear HPLN Selection Committee,

On behalf of the Town of Rico, I am writing to confirm our support for the Southwest Colorado's grant application to the Colorado Department of Local Affairs (DOLA) through the HPLN program.

While our jurisdiction is not subject to SB24-174, we recognize that housing pressures affect the entire region, and a patchwork approach to housing needs assessments is neither practical nor helpful. Like many rural governments, we face limited staff capacity and tight budgets, which make it difficult to undertake this type of technical analysis every six years.

We support the SWCCOG's effort to develop a regional, automated Housing Needs Assessment (HNA) template that will reduce duplication, minimize administrative burden, and ensure consistent data and reporting across all jurisdictions, regardless of population thresholds.

We appreciate the opportunity to participate in a solution that makes compliance more manageable and meaningful. The SWCCOG will take the lead on technical development and reporting, and we are committed to assisting with local review, feedback, and implementation as needed.

We thank Region 9 EDD for stepping in to coordinate this work on behalf of the region and support their application to DOLA's HPLN program.

Sincerely,

Patrick Fallon, Mayor
 On behalf of the Town of Rico Board of Trustees

Church Committee Notice

The Town of Rico is seeking local residents to serve on a temporary advisory committee focused on the future of the historic Rico Church building. The Church Committee will guide planning, fundraising, and operational strategy over a one-year term.

Committee Structure:

- Seeking Rico residents to serve
- Includes representation from the Board of Trustees, Rico Historical Society, and Rico Center

Meeting Schedule & Responsibilities:

- Meets 1–2 times per month at Rico Town Hall
- Meetings will be publicly noticed in compliance with Colorado Open Meetings Law
- The committee will appoint a Chair and Secretary at its first meeting
- Meeting minutes must be taken and maintained
- The committee will provide monthly updates and quarterly written reports to the Board of Trustees
- Initial meetings will focus on developing a strategic plan to guide the committee's work over the one-year term

Committee Focus:

The committee will work to identify funding opportunities, assess structural and facility needs, and develop operational and policy recommendations to support the long-term use of the church building. The goal is to position Town staff to begin implementing recommendations within one year.

August 5, 2025

Dear Manager McCarthy,

I am writing to express my interest in serving on the advisory committee for the historic Rico Church. As a full-time resident of Rico, and a neighbor living directly next to the church, I care about preserving this iconic structure and thoughtfully shaping its future use.

I have attended the Rico Church in every iteration over the past four years and have seen firsthand how it has served as a meaningful gathering space for our community. I believe it has the potential to continue as both a preserved historic building and an integral part of Rico's social life.

I am drawn to the committee's goal to guide planning and operational strategy. With experience in event planning and community engagement, I would bring both practical contributions and a personal connection to this work.

Thank you for considering my interest. I would appreciate the opportunity to contribute to the future of a building that holds such significance for Rico and Mantz Avenue.

Sincerely,
Joy Littleton



Chauncey McCarthy <townmanager@ricocolorado.gov>

Re: Help Shape the Future of the Rico Church Building. Join the Church Committee!

1 message

Emily Nolan <emily.nolan307@gmail.com>

Wed, Aug 6, 2025 at 11:38 AM

To: Office of the Town Manager <townmanager@ricocolorado.gov>

Thank you for organizing this committee! I want to formally thank both you and the Board of Trustees for all you do for Rico. Everyone's commitment is awesome to see; I know no one's part is small and much time and effort goes on behind the scenes.

I am very interested in being on this committee as you may already have been informed via Cristal and my membership on the Rico Center Board. Whatever that looks like please consider me committed to finding and supporting operational usage of the church in ways that best serve the residents of the Rico community. I remain excited to discovering how to respond to the community's needs and wants through all the variety of talent, skill and passion this community has to offer each other.

Thanks again,

Emily Nolan

On Mon, Jul 21, 2025 at 3:36 PM Office of the Town Manager <townmanager@ricocolorado.gov> wrote:

[View this email in your browser](#)



The Town of Rico is seeking local residents to serve on a temporary advisory committee focused on the future of the historic Rico Church building. The Church Committee will guide planning, fundraising, and operational strategy over a one-year term.

Committee Structure:

- Seeking Rico residents to serve
- Includes representation from the Board of Trustees, Rico Historical Society, and Rico Center

Meeting Schedule & Responsibilities:



Chauncey McCarthy <townmanager@ricocolorado.gov>

Sarah Lyons, interested in church committee

3 messages

Axton and Kean Lyons <sarahleighhauze@gmail.com>

Tue, Jul 22, 2025 at 7:20 AM

To: Office of the Town Manager <townmanager@ricocolorado.gov>

Dear Chauncey,

As a Rico resident and parent, I am interested in participating in the church committee. I understand the commitment of time and energy necessary to create and implement a plan to transform the church property into a community space for the town of Rico. Please let me know if you would like my assistance with this process.

Thank you,

Sarah Lyons
26 North Glasgow Avenue
970-331-2447

On Mon, Jul 21, 2025, 3:36 PM Office of the Town Manager <townmanager@ricocolorado.gov> wrote:

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Meeting Schedule & Responsibilities:

- Meets 1–2 times per month at Rico Town Hall



Chauncey McCarthy <townmanager@ricocolorado.gov>

Re: Help Shape the Future of the Rico Church Building. Join the Church Committee!

2 messages

jill pj <jilldpj@gmail.com>

Tue, Jul 22, 2025 at 9:57 AM

To: Office of the Town Manager <townmanager@ricocolorado.gov>

Good morning Chauncey, I would like to express an interest in being on the church committee.

I have a background with Civic related boards, having served on the Decatur Georgia sustainability board for seven years and also have participated in various volunteer positions as part of community building back in Decatur. I would love to help in Rico if there's room on the board. I also do have experience working with Church related issues, but I'm sure this is more of a non-secular situation.

Jill Jordan

On Mon, Jul 21, 2025 at 3:36 PM Office of the Town Manager <townmanager@ricocolorado.gov> wrote:

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- The committee will appoint a Chair and Secretary at its first meeting



Chauncey McCarthy <townmanager@ricocolorado.gov>

Re: Help Shape the Future of the Rico Church Building. Join the Church Committee!

2 messages

Joanna Spindler <joannahavana@gmail.com>
To: Office of the Town Manager <townmanager@ricocolorado.gov>

Tue, Jul 22, 2025 at 9:00 AM

Greetings Rico Town Manager and Staff,

I am submitting with warmth my letter of interest for the new Rico Church Committee! When I received notice of this ad hoc committee I was immediately excited to perhaps become involved. Here's a little bit about my background and why I am interested in serving:

My name is Joanna Yonder; I'm a newer resident of Rico and thirteen-year resident of the region. During my time in our mountain towns, I have served on many regional boards and committees, and I worked for twelve years with all ages of folks at the Wilkinson Public Library. In that professional role, I saw firsthand the great power of shared spaces and was involved daily in the practical oversight of sharing, funding and staffing community spaces of all kinds.

I believe in the power of carving out useful places for community members of all ages and backgrounds to meet, create, worship, exercise, interface, and more. I am experienced in seeking state and national funding for community programming and infrastructure through grant opportunities, and in all manner of pertinent committee work (taking and disseminating official notes, website and email newsletter work, community surveys, meeting planning and facilitation, etc.) Having renovated two old houses (and currently involved in work on our 1890s house on Mantz!) I have appreciation for- and experience with- historic architecture. I also gratefully took part in multiple Rico community events hosted at the church during the early iterations of its community space use and have celebrated its many iterations.

Perhaps most pertinently, though, I've been seeking out new ways to bring my past experiences into service for Rico. I would love to become involved in the Rico Church Committee, first to listen and learn. I believe there is a wealth of great ideas in our town, and so much opportunity for collaboration and future-oriented planning that honors the past and current eras of our wonderful community.

Thank you so much for considering my help! Please feel free to contact me anytime. I look forward to being involved in our community in any way that may be useful.

Warmly,

Joanna Yonder
212 E Mantz Avenue
joannayonder@gmail.com
(970)227-5008

On Mon, Jul 21, 2025 at 3:36 PM Office of the Town Manager <townmanager@ricocolorado.gov> wrote:

[View this email in your browser](#)



The Town of Rico is seeking local residents to serve on a temporary advisory committee focused on the future of the historic Rico Church building. The



Chauncey McCarthy <townmanager@ricocolorado.gov>

Future of the historic Rico Church committee

1 message

Pamela Brown <titusgirl@gmail.com>
To: townmanager@ricocolorado.gov

Tue, Aug 12, 2025 at 9:12 AM

Hello - This is Pam Brown and I would like to express my interest in serving on the committee for the future of the historic Rico Church. My partner Eric Peterson and I moved to Rico last June to work at High Camp Hut on Lizard Head Pass. We now consider ourselves part of this amazing community and are planning to stay long term, if circumstances allow us. I would love to contribute by serving on this committee - it is a wonderful opportunity to create a space that can be used in so many different ways. Thanks for your consideration.

Pam

Sent from my iPad



Chauncey McCarthy <townmanager@ricocolorado.gov>

Rico Church Committee

2 messages

Patrick Bailey <mtnpas@icloud.com>

Tue, Jul 22, 2025 at 3:55 PM

To: Chauncie <townmanager@ricocolorado.gov>

Cc: Deanna Drew <deanna@ricohistory.org>

Chauncie:

Thank you for the information. I would be glad to serve on the Rico Church Committee.

Peace,
Pat Bailey
970-708-1092

DR 8439 (08/12/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Departmental Use Only

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- ☐ Social ☒ Athletic ☐ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☐ Patriotic ☐ National Organization or Society ☐ Municipality Owned Arts Facilities
☐ Political ☐ Religious Institution ☐ Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day

2170 ☐ Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Rico Trails Alliance

98044008

Mailing Address of Organization or Political Candidate

PO Box 25

City

State

ZIP Code

Rico

CO

81332

Address of Place to Have Special Event

21 S. Glasgow

City

State

ZIP Code

Rico

CO

81332

Authorized Representative of Qualifying Organization or Political Candidate

Nicole Pieterse,

Date of Birth (MM/DD/YY)

Phone Number

09/27/1967

970-708-0411

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

PO Box 25

City

State

ZIP Code

Rico

CO

81332

Event Manager

Nicole Pieterse			
Date of Birth (MM/DD/YY)		Phone Number	
09/27/1967		970-708-0411	
Event Manager Home Address			
138 N. River Street			
City		State	ZIP Code
Rico		CO	81332
Email Address of Event Manager			
nicole.rplaw@gmail.com			

- Is the place to have the Special Event located on State-owned property?
☐ Yes ☒ No
- Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?
☐ No ☒ Yes, How many days? **One day (8/14/25 Lic. # 05-03370). event postponed due to wildfire**
- Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
☒ No ☐ Yes, License Number
- Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?
☒ Yes ☐ No
- For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.
☐ Yes ☐ No
- For Chambers of Commerce - Please list all members participating in the SEP.

N/A

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date 10/02/2025	Date
From: 5:30 pm MDT	From:
To: 8:30 pm MDT	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
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Date	Date
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Date	Date
From:	From:
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Date	Date
From:	From:
To:	To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Board Facilitator

Signature

Date (MM/DD/YY)

Nicole Y. Pieterse

Digitally signed by Nicole Y. Pieterse
Date: 2025.08.12 13:58:18 -05'00'

08/12/2025

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

☐ City ☐ County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

Total

-750 (999)

\$

.00

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☒ Appropriate fee.
 - ☒ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - ☒ Copy of deed, lease, or written permission of owner for use of the premises.
 - ☒ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
 - ☐ If not incorporated, a NONPROFIT charter; or
 - ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
-
- ☒ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
 - ☒ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
 - ☒ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
 - ☒ Check payable to the Colorado Department Of Revenue
-

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

June 17, 2025

To: RICO TRAILS ALLIANCE
Attn: Nicole Pieterse, Board Facilitator
PO Box 25, Rico, CO 81332

Re: Special Event Location Authorization

This will serve as written confirmation that Rico Trails Alliance ("RTA") is authorized to use the Fireweed Café and Mercantile premises located at 21 S. Glasgow Avenue, Rico, Colorado for RTA's summer fundraiser to be held on Thursday, October 2, 2025 from 5:30pm to 8:30pm ("Event").

RTA shall be solely responsible for:

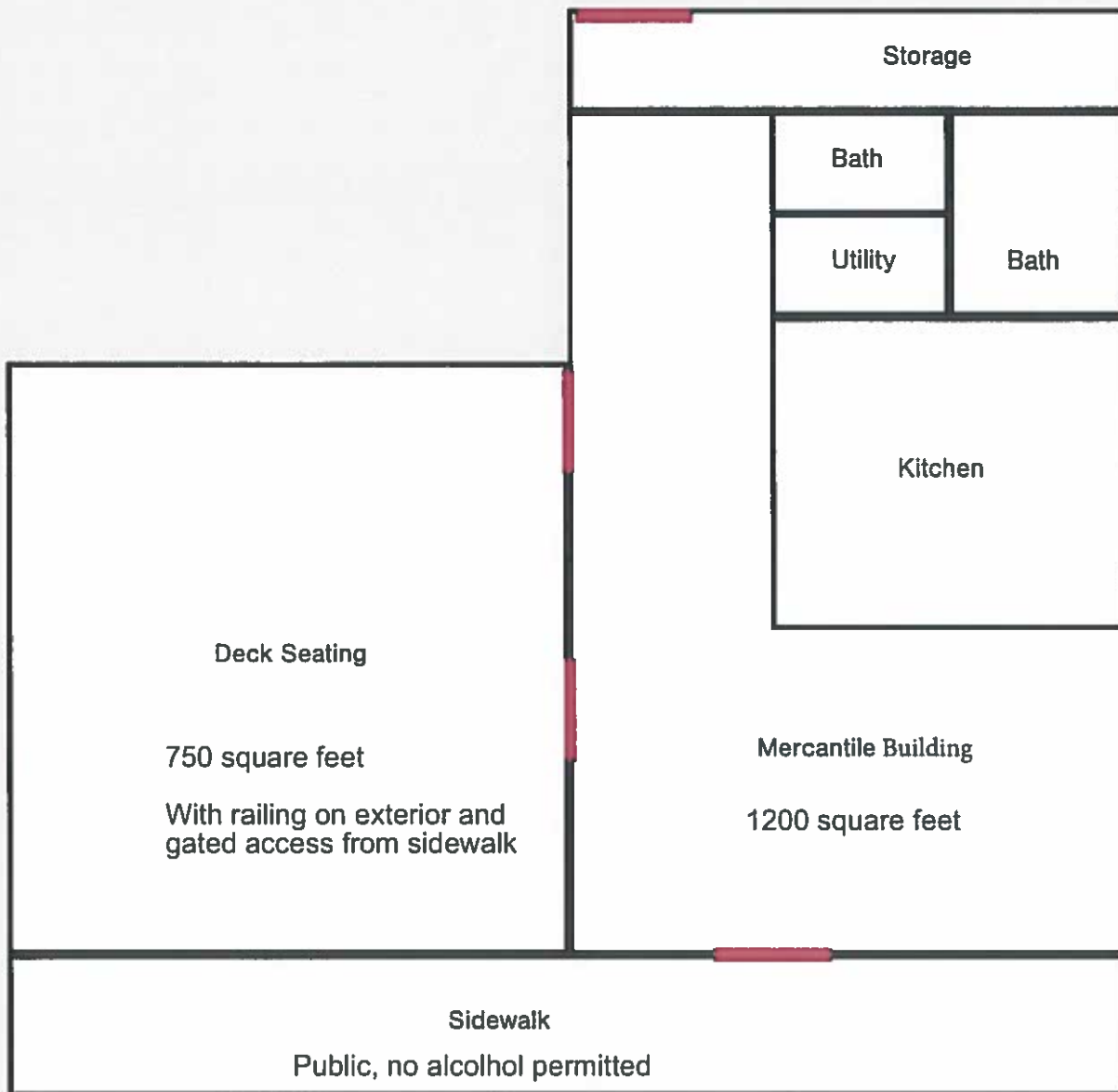
- all required Event licenses and permits from State and local governmental authorities;
- all Event set up, break down and clean-up;
- all food, beverages and supplies for the Event;
- prompt repair or replacement of any items or areas of the premises damaged during the Event, including but not limited to Event set up, break down and clean-up; and
- payment of rental a fee in the amount of \$200 to the undersigned Owners of the premises.


Matthew J. Guertin, Owner

Date: 6/18/25


Chelsey Rajavouri, Owner

Date: 6/18/25

Fireweed Floor plan

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Rico Trails Alliance

is a

Nonprofit Corporation

formed or registered on 02/06/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171106287 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/23/2025 that have been posted, and by documents delivered to this office electronically through 06/24/2025 @ 10:30:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/24/2025 @ 10:30:28 in accordance with applicable law. This certificate is assigned Confirmation Number 17430619 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

PUBLIC NOTICE

(Pursuant to § 44-5-106(2), C.R.S.)

DATE/TIME POSTED: _____, 20 25 at _____ a.m./p.m.

PROPOSED SPECIAL EVENT LIQUOR PERMIT

RICO TRAILS ALLIANCE _____, has filed an Application for a
SPECIAL EVENT LIQUOR PERMIT to be held on OCTOBER 2, 2025,
from 5:30 p.m. to 8:30 p.m. at the following address:

21 S. GLASGOW, RICO, COLORADO
81332 (a/k/a The Fireweed
Cafe & Mercantile)_____

PROTEST PROCEDURE

Any affected person who wishes to protest the issuance of the permit must file a **WRITTEN PROTEST** within ten (10) days of the date and time posted as set forth above, stating the grounds for the protest and the name, address, email address (if any), and telephone number of the person filing the protest. A written protest will be considered filed upon receipt. Written protests may be filed by sending them to the U.S. Mail or Email address set forth below:

U.S. Mail Address: PO Box 9, Rico, CO
81332_____

E-Mail Address: townclerk@ricocolorado.gov_____

HEARING

The local licensing authority, or its assigned administrative officer (which may be the Colorado Liquor Enforcement Division), shall cause a hearing to be held if, after investigation and upon review of the contents of any timely written protest(s) filed by any affected person(s), sufficient grounds appear to exist for the denial of the special event permit. Any hearing required pursuant to § 44-5-107(3), C.R.S., Regulation 47-1002 1 CCR 203-2, or any hearing held at the discretion of the local licensing authority, or its assigned administrative office, shall be held at least ten (10) days after the date of posting of the public notice, shown above, and notice of the hearing shall be provided to the Applicant and any person who has filed a written protest.

RICO TRAILS ALLIANCE

SPECIAL EVENT LIQUOR CONTROL PLAN INFORMATION

Hours of Operation:

Event will occur from 5:30pm to no later than 8:30pm MDT. No alcohol will be served after 8:30pm.

Boundary:

The event will occur indoors and outdoors. Indoor areas are depicted on the attached Special Event Liquor Control Plan diagram. The two outdoor areas include the raised exterior deck which has a boundary consisting of a railing and gated entrance and the extended side Lawn adjacent to the deck which will be roped off and visibly signed in at least two locations on both sides. Specifically, the right side of the side lawn is bounded by the raised deck's railing, the left side is bounded by the side of another building, and the front and back areas will be roped/signed. Exit from interior area will be signed.

Ingress and Egress:

People will enter and exit the event at the exterior deck's gate, where there will be a check in table.

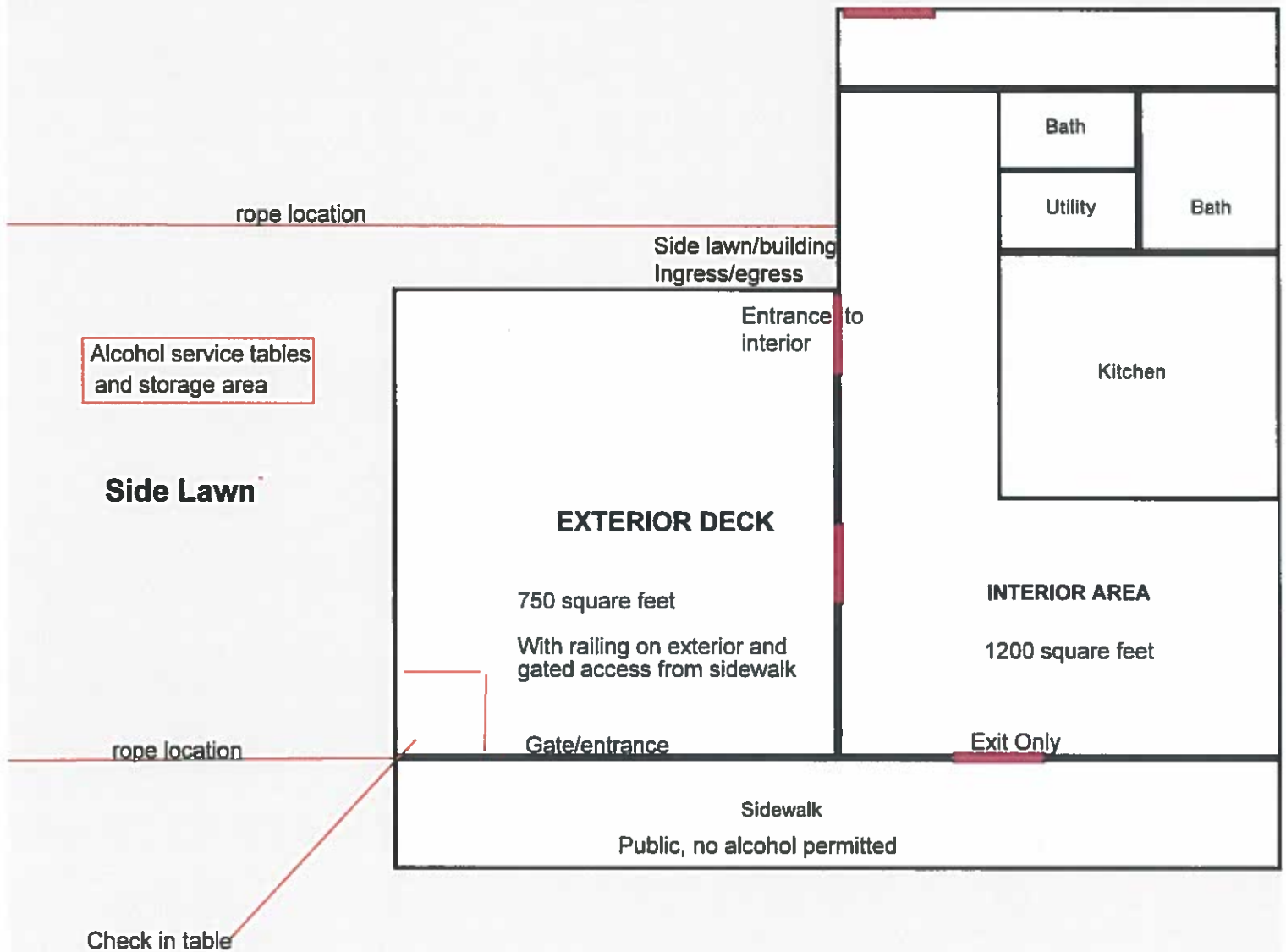
Signage:

The signs posted on the side lawn extended service area will state "No alcoholic beverages beyond this point"

Responsible Service:

To ensure no service of alcohol to minors, identification will be required at the check in table, which will be staffed. Only persons 21 and over will receive a paper, single use bracelet to show the servers at the alcohol station. Staff will be present at the beverage station at all times to check for bracelets, serve alcoholic beverages and ensure no alcoholic beverage is served to anyone visibly intoxicated or under the age of 21. Staff working at the beverage station are experienced in this role and have previously worked in the food and beverage service industry.

Special Event Liquor Control Plan



RESOLUTION 2025-04**RESOLUTION OF THE TOWN OF RICO BOARD OF TRUSTEES SUPPORTING THE SUBMISSION OF A GRANT APPLICATION FOR FUNDS FROM COLORADO PARKS AND WILDLIFE NON-MOTORIZED TRAIL FUND**

WHEREAS, the Town of Rico (“Town”) supports the Rico Trails Alliance, a Colorado 501(c)(3) nonprofit, to submit an application to Colorado Parks and Wildlife (“CPW”) Non-motorized Trails Grant program to fund construction of a pedestrian bridge across the Dolores River; and

WHEREAS, the Town’s support of the Rico Trails Alliance’s CPW grant application is consistent with Article IV of The Rico Regional Master Plan, which addresses parks, open space and trails within the Town as well as the Rico Growth Boundary surrounding the Town including the location for the RGS River Trail’s bridge; and

WHEREAS, once constructed, the bridge will connect the north and south sections of the RGS River Trail, extending south from Town approximately 4.7 miles along the former Rio Grande Southern Railroad grade, in order to create the only non-motorized trail within the region that has a gentle grade to accommodate trail users of all abilities; and

WHEREAS, the RGS River Trail is fully approved by the US Forest Service and lies partially within the San Juan National Forest and partially within parcels of private property that are subject to perpetual public trail easements owned by the Town for non-motorized public use (pedestrian, cycling, nordic skiing); and

WHEREAS, the bridge for the RGS River Trail has been approved/permitted by the Dolores County Commissioners, and is expressly authorized to be constructed within that certain perpetual Recreational Trail Easement area that crosses the Lazy Rooster Ranch (recorded in the Dolores County Clerk and Recorder’s office on September 30, 2020 at Reception No. 169967).

NOW, THEREFOR, IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO THAT:

SECTION 1: the Town Board of Trustees hereby expresses its support for the CPW Non-Motorized Trails Grant application, and if the grant is awarded, supports completion of the bridge project by the Rico Trails Alliance.

SECTION 2: the Town Board of Trustees recognizes its legal and financial obligations under the Recreational Trail Easement and, in conjunction with the Rico Trails Alliance, intends to provide funding dedicated to parks, open space and trails for the bridge’s long-term maintenance.

SECTION 3: the Town Board of Trustees intends to authorize the expenditure of funds in amounts to be approved by the Board of Trustees if needed to supplement the financial support contributed by the Rico Trails Alliance, to meet the terms and obligations of the CPW's Non-motorized Trails planning grant agreement, if awarded.

SECTION 4, all funding provided by the Town is subject to the award and execution of a CPW grant agreement for construction of the bridge and is subject to annual appropriation by the Town's Board of Trustees.

ADOPTED this 20th day of August, 2025, by the Board of Trustees for the Town of Rico, Colorado.

Patrick Fallon, Mayor
Town of Rico, Colorado

Attest:

Anna Wolf, Town Clerk
Town of Rico, Colorado

RECREATIONAL TRAIL EASEMENT

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

RECITALS:

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

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

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

AGREEMENTS:

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

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

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

169967



Page 1 of 10

Lana Hancock, County Clerk & Recorder

Dolores County, CO

09-30-2020 01:21 PM Recording Fee \$58.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTEE:

Town of Rico

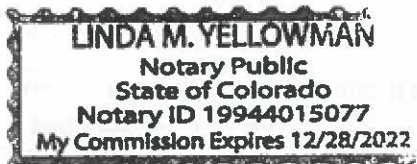
By: Barbara C. Betts
Barbara Betts, Mayor

STATE OF COLORADO)
COUNTY OF DOLORES)

Subscribed to and acknowledged before me this 22 day of SEPTEMBER, 2020 by Barbara Betts as Mayor of the Town of Rico, a home rule municipality and political subdivision of the State of Colorado.


Witness my hand and official seal.

My commission expires: 12-28-2022



Linda M. Yellowman
Notary Public

GRANTOR:


Mike Popek


Alana Karen

STATE OF CA)
COUNTY OF Santa Clara)

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

Witness my hand and official seal.

My commission expires: 08/30/2023

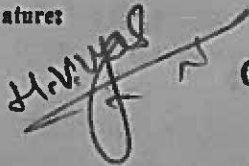
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


Notary Public

State of California
County of Santa Clara

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

Signatures:



(Seal)



EXHIBIT A-1

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

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

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

Popek Trail

Exhibit for Easement Agreement

Legend

-  Popek Property Line
-  Trail Alignment 07-18-2020

EXHIBIT B

Google Earth

2000 ft



EXHIBIT A-2

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

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

MEMORANDUM OF UNDERSTANDING RGS River Trail

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

1. PURPOSE:

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

2. AUTHORITY OF TOWN:

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

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

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

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

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

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

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

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

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

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

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

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

3. MISSION OF RTA:

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

4. MOU OBJECTIVE:

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

5. STATEMENT OF PRIMARY ACTIONS:

Town and RTA hereby commit to the following actions:

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

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

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

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

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

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

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

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

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

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

6. MATTERS NOT AFFECTED BY MOU:

This MOU does not:

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

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

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

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

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

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

g. Obligate the parties to transfer any funds.

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

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

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

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

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

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

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

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

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

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

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

Rico Trails Alliance

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

Date: _____

Town of Rico

By: Barbara R. Betts
 Barbara Betts, Mayor

Attest: Linda Yellowman
 Linda Yellowman, Town Clerk

Date: 11/17/2020

Non-Motorized Grants Manual

NON-MOTORIZED TRAILS GRANT PROGRAM



Guidelines for new applicants and management of
open grants in Colorado

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Introduction

The Colorado State Recreational Trails Grant Program funds projects to continue to improve outdoor recreation opportunities. This includes trail construction, maintenance, planning, support and stewardship, while protecting wildlife, habitat and cultural resources. The program is administered by Colorado Parks and Wildlife (CPW) and partners with Great Outdoors Colorado (GOCO), the Colorado Lottery and the Federal Recreational Trails Program (RTP).

Property ownership

All properties on which State Trails' funded projects take place must be under the control of the applicant or authorized agent and open to the public for at least 25 years. A deed, easement, license, long-term lease or other documentation may be requested as proof of ownership or public access rights.

Program snapshot

Purpose: To create new or maintain/improve existing outdoor recreational trails

Project types:

- Construction
- Maintenance
- Trail Stewardship
- Planning
- Support

Eligibility examples:

- New trail or trailhead construction (Construction)
- Maintenance, re-route or reconstruction of existing trails
- Enhancements or upgrades to existing trailheads (Construction or Maintenance – new versus improvements)
- Trails Stewardship – This pilot program offers one year of funding for trail stewardship crews to focus on non-motorized trails maintenance.
- Trail layout, design, engineering, feasibility or use studies, analysis of existing and proposed trails and master plans (Planning)
- Building or enhancing of volunteer organizations, increasing capacity, training and education (Support)

Applicants:

- Local, County, Federal or Tribal government agencies
- Recreation and Metro Districts
- Charitable organizations (tax exempt under Section 501(c)(3) of the Internal Revenue Code)

Grant request:

- Construction & Maintenance – no minimum, up to \$250,000
- Planning & Support – no minimum, up to \$45,000
- Trails Stewardship – no minimum, up to \$150,000

Match:

- 25% of the total grant request, 10% of that minimum amount must be cash

Other requirements:

- Grantee insurance – non-governmental organizations only. Compliance with applicable federal and state laws, regulations and policies (including Build America, Buy America)
- All permits and clearances in hand before grant award
- Project completion within 2 to 2.5 years of grant award

Application

Documents

Grant application documents are available for download on the State Trails Program [Non-Motorized Trails Grant](#) webpage.

Applicants may apply for two grants in a cycle, provided they are in different categories. The combined maximum amount for both projects is \$300,000.00. **Note:** Trail Stewardship is in the maintenance category.

Non-Motorized (NM) applications require completion of the following:

Pre-application submission due early September

- Letter of Intent
- Project Site Map

Full application submission due early October

- Application form (project information, criteria questions, timeline)
- Budget
- Environmental forms (Non-Federal AND/OR Federal)
- Vicinity maps, project maps & photographs
- Letters of support
- Governing Body Resolution

Pre-application Submission: Letter of Intent and Site Map

Letter of intent

The letter of intent signifies an organization's intention to submit a full application by the due date. It should be no more than one page and include the basic project scope of work, anticipated grant request amount, and land ownership details. Submit the letter as a PDF.

Basic area map

Create a basic map of the project area to accompany the letter of intent. Submit the map as a PDF.

Pre-application documents should be emailed to trails@state.co.us in early September (see the website for specific dates). The State Trails team will forward your pre-application documents to the appropriate CPW Area Wildlife Manager(s) and Regional Trails Coordinator(s) where your project is located. This email will serve as the notification of your intention to apply for a non-motorized trails grant and you will be copied on the email.

This will initiate a pre-application review for identification of potential wildlife concerns by CPW as part of the Wildlife Assessment Guidelines. This process provides time for applicants to consider and begin addressing any concerns raised by CPW before the application deadline in October. Resolution of wildlife issues or concerns prior to the submission of grant applications is highly recommended.

Wildlife Review Process and Guidelines

All submitted grant applications are reviewed and evaluated by CPW wildlife staff for potential wildlife impacts. Read the [Wildlife Review Process](#) and the [Wildlife Impacts Assessment Guidelines](#) for more information on the wildlife review process and criteria.

Full Application

The application and other required documents should be emailed to trails@state.co.us. This will record specific details about your grant request, as noted in the bulleted list above. Applicants must have a Unique Entity Identifier (UEI). To find or request a UEI, go to sam.gov.

Grant Scoring Criteria Questions

Project specific questions are included in the application form, which are reviewed and scored by the subcommittee. The form contains 8 sections with a total of 20 questions. Each question is worth 5-15 points, for a maximum score of 100 points. Word/character limits are set to encourage concise and clear responses, with one to two paragraphs (2,500 characters maximum) recommended for open-ended questions unless indicated otherwise.

When writing your scope of work, think about the following:

WHO? Who will complete the work and who will oversee the project? Provide a brief description of your community or organization, highlighting its mission and purpose.

WHAT: Explain what you are going to do or accomplish. What is the goal or the reason for your project? Break down the project into a list of specific activities to be completed. These should be quantifiable items that correspond to the categories on your budget. Include quantity or quality as part of your description of work to be performed. How long? How many feet/miles? What materials will be used? Is a specific standard or guideline being used?

WHERE? Explain in detail the location of your project (City/County/USFS/BLM). List the land manager agency or municipality.

Definitions: Define all acronyms and specialized terms that are used in your project description.

Timeline

The timeline records the proposed work schedule for the project. Note that:

- The Trails Program can only reimburse grant funds for work that is initiated and completed **AFTER the execution of the grant contract** or purchase order.
 - The official execution date will be the day the State Controller signs the contract or finalized the purchase order.
- Match funds may be used upon receipt of the award letter.
- Grantees are allowed up to 2 ½ years from the award date to complete the project. Any extensions or modifications to the timeline after a grant is awarded requires CPW and GOCO/Federal approval.

Budget

A well-developed budget demonstrates that the project is properly planned and cost-effective. It also shows how the potential investment of grant funds will be leveraged.

There is no minimum grant request for any category. Construction and Maintenance grants have a maximum request of \$250,000, whereas Planning and Support grants have a maximum request of \$45,000. A minimum of 25% of the total grant request must be secured as match and 10% of that minimum must be cash. Beyond cash, other forms of match include in-kind goods or services, volunteer hours, and staff time (outside of normal work hours or job function). The local share should be secured at the time of application submission.

- Organize your project into categories. You may use the provided categories on the budget form or create your own.
- Provide a breakdown of each line item by detailing the work required and the vendor or service provider associated with that work. You must enter the price per unit, quantity and total for each line item (**avoid lump sums and rounding up or down**);
 - Keep in mind, we do not want to see a line by line engineering budget. Mark the items appropriately under the provided categories and give enough detail to understand how the funds will be used.
- Sources of Funds:
 - **Cash** – List each funding source on separate rows within the budget sheet top section. Be sure to include the State Trails grant request under the appropriate column.
 - **In-Kind** – List each in-kind contributor on separate rows within the budget sheet. Indicate the amount under the Project Match column.
- If you have a multiple location project, you will need to submit a budget for each project. Review the multi-project budget form on the CPW website.
- All matching resources must be CPW grant eligible costs and project costs for match must occur after receipt of the award letter.
- **For Federally Funded Projects:** RTP projects are subject to a combination of Buy America (23 U.S.C.313) and Build America, Buy America laws (s. 70914 of the Infrastructure Investment and Jobs Act). BABA applies unless there is an applicable waiver. More information is listed under the Awarded Grants section later in this document.

Eligible costs generally include:

- Consultant or contracted services
- Permanent or Seasonal Staff Salaries
- Rental Costs
- Trail Tools
- Supplies and materials (lumber, road base, crusher fines, plants, tools, etc.);
- Youth Programs
- Land Acquisition for Trail Development
- Awards for Volunteer Recognition
- Design and Engineering (**Planning Grants only**)
- Shipping, mobilization and traffic control
- Software and Computers (**MATCH ONLY – Planning/Support Grants**)
- Emergency beacon locators
- Per Diem – lodging/meals for remote locations only
- Project Management/Administration (no more than 5% of the total grant award)
 - Needs to be labelled in the budget as record keeping, accounting, and/or reporting.

Ineligible costs generally include:

- Uniforms/Law Enforcement
- Work completed prior to the grant award and signed contract
- Expenses related to the promotion of the organization or fundraising
- Components that do not have direct benefit to trail users
- Vehicle repair/maintenance
- Alcohol
- Food (outside of eligible per-diem)
- Office supplies
- Programming and/or outreach (Construction/Maintenance projects only)
- Tax
- Contingencies

For more detail on eligible costs, please refer to Appendix A. A sample budget may also be provided upon request.

Submit the budget as an unprotected Excel file.

Maps & Photographs

There is a **5-page limit** for maps and photographs. If more than 5 pages are submitted, the extra will not be reviewed or submitted as part of the application. Provide a State-wide vicinity map, a local vicinity map and a project site map. Label each map appropriately for the reviewers. Review the criteria for each map below. Provide any photographs of the site in its current condition that support the application and project narrative. Consider submitting maps and photographs as a collage or other format in a single PDF document (no more than five pages in total).

- **State-wide Vicinity Map:** Provide a state-wide map and mark where the project is located.
- **Local Vicinity Map:** Provide either a topographic or street map of the area (i.e. 1:100,000). For remote or county areas, provide a topographic map and in urban areas, a street map. Include any readily recognizable landmarks for reader orientation.
- **Project Site Map:** Show the specific project site and any additional details. Provide a topographic map or equivalent aerial photograph for remote and county areas and a street map for urban projects e.g.; 1:24,000). Include any recognizable landmarks for reader orientation. Provide an inventory of the names of the trails(s) or trail system and where work will be performed. Include the following:
 - Project title
 - Range/township/section
 - Latitude and longitude based on site CenterPoint
 - Street/trail names
 - Public entrance points
 - Known major project elements per the site plan (trailheads, new trails, problem areas)
 - North arrow

The project area or plan should be represented on the map. If your project involves multiple sites or relates to volunteer work and engagement, provide an estimated map of the work area. Submit the map(s) as a PDF document.

Letters of Support

Letters of support can emphasize the need for a project, or the consequences of it not proceeding. They can also confirm the local match amount, or validate the applicant's experience managing similar projects. A **maximum of five letters** can be submitted and must be included as part of the application. CPW will not accept letters mailed directly to the State Trails Program. Letters from clubs, groups or individuals working on the project should be avoided. Please do not send letters of support from CPW offices or staff. Submit letters of support in a combined PDF file.

Resolution from Governing Body/Land Manager Authorization

Provide a signed letter of resolution from the governing body that specifies the applicant's ultimate decision-makers are aware of and support the application, recognize their financial and legal obligations, support the project's completion and long-term maintenance and verify the target property will be under the control of the applicant and/or partner for at least 25 years.

In the event the governing body does not meet before the grant submission deadline, a letter of support will suffice until a resolution can be procured. The resolution must be received by the State Trails Program **no later than the first business day of December.**

National Environmental Policy Act (NEPA)

Projects on federal lands must have Environmental Assessment (EA) or National Environment Policy Act (NEPA) documents approved and finalized to be considered for funding.

All Federal permits must be completed by the applicant presentation date (early January). Other local permits and clearances must be completed prior to the grant award (finalized purchase order or contract).

Environmental Forms

Environmental forms are important for the assessment of the project and any specific environmental concerns. There are two types of forms for projects on federal land or non-federal land. Environmental forms are required for Construction and Maintenance grants, but not for Planning and Support grants. The Federal Environmental form is only to be completed if all or part of the project is located on federal land.

The Non-Federal Environmental form is specific to flora and fauna. Applicants are responsible for completing this form with an authorized local government or environmental consultant to address the following environmental impacts: securing all necessary permits, licenses, clearances, and environmental analysis documentation necessary to comply with local, state, or federal law.

CPW staff will complete a separate evaluation of wildlife and aquatic impacts during the project review.

Grant Application Checklist

All applicants should complete and return the checklist, making sure that everything checked off is included in the application packet. If a particular document will be delayed, please make a note in the comments section of the form.

Deadlines

There are two deadlines to consider when submitting a NM Grant application:

- Early September – pre-application submission
- Early October - full application submission

Submission

Applicants should send the pre-application submission (due in September) by email to trails@state.co.us. The full-application submission is due in early October. The specific dates will be posted on the website. If file sizes are too large to email, contact CPW for a file sharing link.

Note that applicants may submit two applications per grant cycle, up to a maximum grant request of \$300,000. The two applications may not be in the same category. If you have any questions regarding what you can submit during a grant cycle, please contact the Non-Motorized Grant Administrator or the State Trails Program.

Presentations

Applicants are asked to make themselves available in early January to provide a 15-minute presentation (10 minutes plus 5 minute Q&A) to the subcommittee. Applicants are welcome to use any format they wish but it is strongly recommended to consider PowerPoint to convey key project information. Applicant should include a specific slide answering any questions that have arisen during grant review (these are provided to applicants beforehand). The current format for presentations includes in-person and virtual, depending on the applicants preference. A copy of the presentation is to be emailed to trails@state.co.us ahead of time.

Selection

Review process

CPW goes through a multi-step review process to distribute grant funds. CPW compiles a group of volunteer reviewers, with significant and diverse knowledge in conservation projects, to serve on subcommittees for three project categories: Construction, Maintenance and Planning/Support. The entire process includes grant review, scoring, public comment periods and then the recommendation of funding. More specifically, it involves:

- CPW Trails Program staff review to ensure applications are complete and eligible;
- CPW regional field staff review and identification of any local concerns (which can then be addressed by the applicant early in the process);
- Subcommittee review, scoring, ranking and recommendation for funding to the State Trails Committee (STC) (the subcommittee includes representatives from the STC, GOCO, CPW Trails Program staff, and outside peer reviewers);
- STC review and recommendation for funding to the CPW Commission;
- Final review and approval by the CPW Commission

This process invites public review and comment at four separate stages: upon submission and posting of the applications on CPW's website, before the application review subcommittees, before the State Trails Committee and before the Parks and Wildlife Commission.

Timeline

The timeline for successful applications is 8-9 months from application submission to contracting, provided there are no delays or issues with the application. A snapshot is provided below. Note: grant dollars cannot be spent on ground-disturbing work until the contract or purchase order with CPW is finalized. MATCH FUNDS may begin to be used upon receipt of award letter.

The project end date is based on the applicant's submitted timeline and is assigned by CPW Contracts Department.

ALL APPLICATIONS:

- August: Grant round opens
- September: Pre-application submission is due
- October: Full application is due. CPW staff review
- November-December: CPW and subcommittee review
- January: Applicant presentations, subcommittee scoring, ranking and funding recommendations to the State Trails Committee.
- February: State Trails Committee funding recommendations to the CPW Commission
- March: CPW Commission review and approval to award grants. CPW and applicants commence additional documentation needed for procurement.
- April – June: CPW commences contracting.

Awarded Grants

Following the approval of the CPW Commission, all projects should be prepared to complete additional documentation for their grant application. In most cases, CPW staff will reach out ahead of the Commission decision to prepare documentation in the case the project is approved.

Vendor W-9 Form

A vendor W-9 form may be required if the organization is not already listed in the State of Colorado financial database. This form will go to the Department of Natural Resources (DNR) accounting team for review and submission to create a unique vendor/customer number for your organization. This number will be used as part of the reimbursement process for your organization.

Grantee Insurance

The insurance requirements are specific for non-governmental agencies. Grantees must secure and maintain certain insurance policies, dependent upon type of project and organization. Insurance policies must be submitted to the State Trails Program during the contracting period. Contracts and POs will not be finalized without them. The required documents (outlined below) are sent out with your award letter.

- Worker's Compensation
- General Liability
- Automotive Liability
- NOTE: All policies must list State of Colorado as "Additionally Insured"

Domestic content procurement requirements for federally funded projects

Federally funded Recreational Trails Program (RTP) projects are subject to a combination of Buy America (23 U.S.C.313) and Build America, Buy America laws (s. 70914 of the Infrastructure Investment and Jobs Act).

Which standard applies to the following products?

Product: Iron and steel

- **Buy America (23 U.S.C. 313) - YES.** However, foreign sourced iron and steel are exempt if the amount is less than \$2,500 (the total amount of iron and steel products as delivered to the project), or 0.1% of the total contract amount, whichever is greater.
- **Build America, Buy America (s. 70914) – NO**

Product: Manufactured items

- **Buy America (23 U.S.C. 313) – FHWA's general waiver for manufactured products currently waives Buy America requirements for manufactured products.**
- **Build America, Buy America (s. 70914) – NO**

Product: Construction materials

- **Buy America (23 U.S.C. 313) – NO**
- **Build America, Buy America (s. 70914) – DOT's public interest waiver currently exempts BABA requirements for projects utilizing less than \$500,000 in federal grant funds.**

Where applicable, grantees are responsible for determining that a product or material used for the project is American made, along with keeping records of vendor certifications to demonstrate compliance. It applies to entire projects, even if they are funded with federal and non-federal funds.

Exclusions

- Items and materials not permanently incorporated into the project (e.g. tools or equipment brought to the site and removed at or before project completion).
- Other general or project specific product or material waivers as approved by FHWA and OMB.

CPW's RTP grant administrator will provide grantees with a form to acknowledge that they have read and understand, and will comply with all requirements under the Buy America (23 U.S.C. 313) and Build America, Buy America laws (s. 70914) of the Infrastructure Investment and Jobs Act). For more information on the requirements, refer to [FHWA's Buy America Construction Program Guide](#) or [Q&A page](#), where updates are often posted.

Risk Assessments

CPW conducts risk assessments for federally funded grant awards. The purpose of this form is to assess the risk of your organization completing the project. For grantees who have received funding before, the report contains past success with CPW grant management. For new grantees, the report looks at management of similar projects or grants to review the risk. A key aspect of the risk assessment is an audit review (specifically an A-133 audit report).

The A-133 audit – or similar report – may be requested. Prepare to provide the information if receiving federal funding for your project.

Procurement Requirements

Federal Office of Management and Budget (OMB), 2 CFR 200 Uniform Guidance, procurement and RFP/Bid requirements apply to all CPW Trail Grants. It is the grant recipient's responsibility to make sure they meet all federal requirements or contracts awarded to sub recipients. The full federal OMB, 2 CFR 200 Uniform Procurement requirements can be viewed here: [e-CFR](#). Further information can be found at [Colorado OMB Guidance](#), including links to OMB Procurement Standards and Stand Alone Definitions.

Project Management

Public Announcements

Funding is not guaranteed until final approval by the CPW Commission. Any funding announcements relating to the project should wait until after the grant is awarded.

Project Start

Project work can begin after grant award and finalization of the contract or purchase order with CPW. Contracts will have a series of DocuSign communications sent to you and other individuals within CPW. Once the award is signed by the State Controller you are able to spend CPW funds for the project. Purchase orders will be sent directly to the grantee upon completion, and do not require the DocuSign process.

Reimbursements

CPW uses a reimbursement model, where grantees incur project costs before seeking reimbursement from CPW. Spending on the project must begin no later than three months after

contract execution unless written approval is granted by the State Trails Program. Submission of invoice/reimbursement documentation should be sent throughout the open period of the grant. Do not wait until the project is complete. Quarterly reimbursement submissions are preferred.

For Non-Motorized Grants, we do not require a specific grant to match ratio for each reimbursement but it is recommended to have the 75% - 25% on each reimbursement submitted. It is more beneficial and keeps everyone on top of all required match for the project.

It is important to remember that any costs submitted for reimbursement must:

- Be dated after the CPW contract or purchase order effective date (unless it is listed in the project budget as match and can be after the award letter date);
- Follow the submitted budget;
- Include a copy of the invoice(s)/receipt(s) and proof of payment for each expense (e.g. bank statements or credit card statements);
- Include pay stubs, timesheets and proof of payment if submitting salaries/wages; and
- Have account or personal information redacted from all documents submitted.

Sufficient records to prove the value of in-kind donations should accompany the reimbursement request. For example, volunteer or staff hours should include timesheets or logs calculated by an hourly wage. Donated goods, supplies, and services need to come with a signed letter from the donator detailing the information.

A grant reimbursement form will be emailed with other award documents, or may be requested from a grant administrator. Submit all reimbursements using the form provided.

Grant Funds Advance

A grantee may request an advance of 60% (non-Federal agency) or 100% (Federal agency) of the grant award. If the advance is approved, you will need to follow similar reimbursement guidelines when charging to the grant to track spending. On the grant reimbursement form, there is an option for "Minus Advances" where you will indicate the advance awarded. It is recommended to submit grant advance adjustment packets quarterly.

Progress Reports

Grantees must submit quarterly progress reports to CPW throughout the project. A template will be emailed with other award documents, or may be requested from a grant administrator. This report captures the status of the project, work completed and details of any problems or delays. Additionally, provide any change in contact on these progress reports (or in an email) if needed.

Provide the reports within 5 days of the end of each quarter: March 31st, June 30th, September 30th and December 31st.

Amendments

Grantees should reach out to CPW if there is a change in project scope or timeline after the grant award. To request any changes, grantees must contact CPW at least six months before the contract or purchase expiration date.

All budget revisions must be reviewed and approved by the State Trails Program. If changes are significant (20% or above), the request may be reviewed by the State Trails Committee. Grantees may not spend grant funds under revision until that approval is secured. Contact the Trails Program to start the process.

Project End

Projects must be completed within 2.5 years of grant award, unless an extension has been granted. CPW will undertake final processes to confirm completion of the process and review all final documentation before moving to the close-out process. It is important to keep grantee contact information up to date throughout the life of the grant for a smooth administration process.

Grant Close-Out Process

The close-out process for the grant begins when the final reimbursement is processed and/or at the project end date. In order to close-out the grant, the following information needs to be provided/completed. Upon receiving all documentation, your grant administrator will send a close-out letter for your records.

CPW Final Inspection

The final project inspection (construction and maintenance projects) is completed by the Regional Trail Coordinator(s) (RTC) of your project's region. The RTC will be in contact to set up a time to inspect the project around the grant end date or after completion of your project, if it is before the designated end date. The RTC will walk the site or project and review everything outlined in your project scope. Planning and Support grant recipients must submit a final plan and/or a final report prior to close out.

Final Report

After your project is complete, CPW asks for a final report for the entire project. The template for the final report is the same as for the progress reports and can be downloaded from the CPW NM Trails Grants webpage.

Include photos of the project work. This can be before and after photos, volunteer/staff engagement, working photos etc. Include any relevant project statistics for the whole project. The template for the final report is not required and you are welcome to use what your organization completes for final reports.

Unused Grant Funds

While we prefer that all grant funds are spent for the project, we understand that some funds may be left over at the end of the project. If that is the case, grantees will need to provide the following statement:

We have submitted the final reimbursement for [grant #] and will not use the remaining [dollar amount] of grant funds. The funds are returned to the State.

Upon receipt of the statement, the final reimbursement can be processed. The statement can be sent in an email or letter format.

Contacts

For assistance with your grant application or specific questions about your existing project, contact:

Pam O'Malley | Non-Motorized Grants Administrator | Colorado Parks and Wildlife
Phone: 720-622-4131 | Email: pam.omalley@state.co.us

Trails General Email | trails@state.co.us | Colorado Parks and Wildlife

Regional Trail Coordinators | Colorado Parks and Wildlife

Northeast Region: Luke Svare | (720) 582-6948 | lucas.svare@state.co.us
Southeast Region: Tappan Brown | (719) 355-9405 | tappan.brown@state.co.us
Northwest Region: Randy Engle | (970) 434-6862 x4221 | randy.engle@state.co.us
Southwest Region: Josh Stoudt | (303) 548-8206 | joshua.stoudt@state.co.us

List of abbreviations

AWM – Area Wildlife Manager
BABA – Build America, Buy America
CFR – Code of Federal Regulations
CPW – Colorado Parks and Wildlife
DNR – Department of Natural Resources
EA – Environmental Assessment
FHWA – Federal Highway Administration
GOCO – Great Outdoors Colorado
NEPA – National Environmental Policy Act
NM – Non-Motorized
OMB – Office of Management and Budget
RTC – Regional Trail Coordinator
RTP – FHWA's Regional Trail Program
STC – State Trails Committee
UEI – Unique Entity Identifier

Appendix A

Detailed Listing of Eligible Budget Items

Consultant or Contracted Services:

- Professional trail building services to construct, reconstruct, reroute and maintain trails that may include the final preconstruction trail alignment pin flagging.
- Professional building services to construct bridges, railings, ramps, fences and retaining structures as well as bank stabilization, trail reclamation, revegetation and erosion control
- Professional services to mitigate on-the-ground environmental and wildlife impacts
- Professional services to build trailhead parking and install restrooms
- Concrete and/or asphalt services
- Youth or Conservation Crews

Salary for Employees:

Permanent or seasonal/non-permanent staff salary for work completed during the implementation of the proposed project is an eligible cost.

- Trail layout and design in the field
- Prepare for trail work (sharpen tools, maintenance or inspection of equipment)
- Construction, reconstruct, reroute and maintain trails
- Supervise or lead a work crew
- Hike to the project site to work
- Trail construction (i.e. bridges, fencing, ramps, drains, rock steps, retaining structures, etc.)
- Trail restoration and stabilization (i.e. bank stabilization, seeding, check dams, erosion control etc.)
- Trail links and/or connections to large trail networks
- Per Diem for approved remote locations and
- Grant administration (grant tracking, billing, budgeting): 5% max of grant award

Rental Costs:

- Support or Planning Grants only:
 - Room or booth rental for volunteer outreach or trails training
- All projects:
 - Vehicles
 - Equipment (i.e. motorized wheel barrow, cement mixer, Pioneer drill, etc.)
 - GPS Units, Clinometers
 - Heavy Equipment (i.e. skid steer, mini excavator, etc.)

Trail Tools:

- Digging tools (picks, paleo picks, etc.)
- Material moving tools (shovels, posthole diggers, wheel barrows, buckets etc.)
- Restoration tools (clippers, gardening rakes, McLeods, stakes, etc.)
- Saws (chainsaws, crosscuts, handsaws, etc.)
- Rock moving/quarrying tools
- Other

Supplies and Materials:

- Trail surface materials (crusher fines, road base, concrete, gravel, etc.)
- Hardware (screws, bolts, rebar, spikes, etc.)
- Signs (i.e. directional, kiosks, junctions, re-vegetation, closures, etc.)

- Lumber (for bridges, puncheons, turnpikes, decking, boardwalks)
- Personal Protective Equipment (PPE)
- Name badges for volunteer project work
- Restoration materials (erosion control (EC) matting, seed, plants, etc.)
- Nordic Sports Only:
 - Grooming equipment for cross-country skiing and snowshoeing – limited to snowmobiles and ATV/Utility related drags or track attachments.

Design and Engineering (Planning Grants Only):

100% of design or engineering costs associated with trails development projects are eligible.

- Landscape architectural professional services for conceptual design
- Engineer or surveyor services for development of construction drawings and specifications
- Biologist or archaeologist professional services for environmental and cultural review, and final approval of site location
- **Match Only:**
 - Staff salary for development of proper NEPA documentation
 - Staff salary for public meetings for alternative development, public input, and review

Volunteers and Crews:

The State Trails Program supports and promotes the use of crews and volunteers on all applicable projects. If you plan to use a crew on your project, contact the program directly to confirm rates and review project appropriateness. The following items are eligible grant and match expenses:

- Weekly rates for trail crews (i.e. Youth Corps and Conservation Corps)
- Salary and supervision of trail crews
- Site visits to set up crew work
- Final inspections/visits to close out work
- Volunteer time

Trail Crews:

Sample programs include, but are not limited to:

Colorado Youth Corps Association (CYCA) – Crew rates for conservation corps accredited by the CYCA are eligible costs. Review the following base rates (subject to change based on location, program, crew size and technical experience).

Sample Rates from 2025. Please visit the [CYCA website](#) for contacts and other information.

Day Crew:

- Weekly price: \$12,100.00
- CYCA Admin fee: \$1,250.00

Camping Crew:

- Weekly price: \$13,420.00
- CYCA Admin fee: \$1,450.00

Specialty Crew:

- Weekly rate: \$11,641.29
- CYCA Admin fee: \$1,441.29

Hybrid Crew:

- Weekly rate: \$13,800.00
- CYCA Admin fee: \$1,272.94

Applicant should work directly with their local corps to agree on a rate and coordinate work schedules and opportunities.

Volunteers: Volunteer hours qualify for In-Kind match funds. The current rate can be found on [Value of Volunteer Time](#). The link contains helpful information regarding quantifying volunteer time as well.

Land Acquisitions for Trail Development

You may use the value of land **purchased or donated** specifically for the purpose of trail development as cash or in-kind match if it is purchased within 3 years of the grant decision date.

Land Value – Match Documentation Requirements

- To document the property's value you must submit a summary form or other relevant portions of a qualified appraisal including:
 - The identity of the appraiser
 - The effective date of the appraisal
 - A description of the property to be appraised (street address, legal description, other relevant descriptor)
 - The property's appraised value
- More information may be requested following the summary
- Land donations from government entities to another will only be considered under special circumstances

Awards for Volunteer Recognition:

- Must be for trail work
- Each individual item may not exceed \$30 in value
- Examples: hiking sticks, pedometers, water bottles, t-shirts, backpacks, gift cards

Software and Computers: Can be used as MATCH only for Planning and Support grants.

Emergency Locators: The locator and the monthly subscriptions are eligible for all grants.



MONTELORES COALITION

WHO WE ARE

The Montelores Coalition is a community-driven partnership advancing sustainable outdoor recreation, conservation, and economic vitality across Montezuma and Dolores Counties. We work with a wide range of representatives and stakeholders including public agencies, tribal leadership, local governments, ranchers, recreation groups, educators, business owners, and conservation advocates who bring diverse perspectives and a shared commitment to shaping our region's outdoor future.

UPCOMING & PROPOSED PROJECTS



WALK A MILE IN OUR SHOES: A STORYTELLING EVENT AND PODCAST
HIGHLIGHTING DIVERSE OUTDOOR EXPERIENCES AND PERSPECTIVES



WILDLIFE & RESOURCE MAPPING TOOL: A DATA-DRIVEN PLATFORM
FOR IDENTIFYING HIGH CONSERVATION VALUE AREAS



STRIKE TEAMS: HANDS-ON CREWS
TACKLING DERELICT FENCING, TRAIL MAINTENANCE, AND HABITAT RESILIENCE



RANCHING ART CONTEST: A CREATIVE PROJECT EDUCATING THE PUBLIC ON THE ECOLOGICAL AND CULTURAL ROLE OF RANCHING

VISION

To create a sustainable future for the Montelores region by aligning outdoor recreation, conservation, and community well-being through collaborative, locally-driven planning.

VALUES

- Collaboration
- Stewardship
- Accessibility
- Respect
- Community
- Transparency

HOW TO GET INVOLVED

Your voice matters. Whether you're a lifelong resident, a new community member, or simply someone who cares about the future of the Montelores region, there's a place for you in the Coalition. You can support our work by:

- **Signing up for our newsletter to stay informed and engaged**
- **Following us on social media and sharing our updates**
- **Reaching out with questions, personal experiences, or ideas**
- **Connecting us with underrepresented voices in your community**
- **Donating to help fund community-driven outdoor planning and programs**

Together, we can build a plan that reflects the needs, values, and vision of everyone who calls this place home.



MONTELORESCOALITION.ORG



CARA@MONTELORESCOALITION.ORG



970-570-3289

SIGN UP FOR OUR NEWSLETTER



FOLLOW US ON FACEBOOK



FOLLOW US ON INSTAGRAM



HOW WE GOT HERE & WHERE WE ARE GOING

2023

The Town of Dolores, with support from Montezuma and Dolores counties, is awarded a capacity grant to fund the forming of a regional partnership from Colorado Parks and Wildlife (CPW).

2024

The Montelores Coalition hired a coordinator, established an Executive Committee, and developed a project plan, budget, governing documents, and brand identity. We also hosted a successful stakeholder welcome event in partnership with Pueblo Community College, CPW, and Envision Chaffee County. Throughout the year, we convened a Roundtable of engaged representatives from diverse stakeholder groups and user communities to guide our shared vision.

2025

Our Roundtable completed a Draft Outdoor Recreation and Conservation Plan grounded in community values, state strategy, and local plans. This Fall, the Coalition will host a series of meetings to get local government and community input on the Plan. This feedback will allow us to create a finalized Plan that reflects the wants and needs of the community.

We've recently applied for funding to put the Outdoor Recreation and Conservation Plan into action, launch vetted community-driven programs, and support partner-led initiatives throughout the region.

WHAT'S NEXT?

- ✓ Write a letter of support for our funding application
- ✓ Help us align local goals with implementation priorities
- ✓ Invite us to present at your next board or planning meeting
- ✓ Promote opportunities for public input through upcoming meetings and online comment tools



MONTELORES COALITION

TO: Town of Rico Board of Trustees
 FROM: Chauncey McCarthy, Rico Town Manager
 SUBJECT: Park Pavilion Rental Policy Memo

Background:

The Town Park Pavilion is a key community asset available for public use. A formal rental policy will provide clarity for residents, staff, and event organizers regarding reservation procedures, permitted uses, and prohibited activities. The following draft is a baseline for the boards review and discussion. This draft incorporates common municipal best practices and addresses specific needs for the Town of Rico.

Draft Policy Components for Consideration:

1. Reservations & Scheduling

- Reservations must be made a minimum of 3 business days in advance, during regular business hours (Monday–Thursday).
- Reservations can be made no more than 3 months in advance.
- All reservations are for the entire day.
- Rentals are for pavilion space only. Skatepark, parking areas, trails, and surrounding park grounds remain open to the public.
- Pavilion is **not available for rental on holidays**.

2. Fees & Deposits *(to be determined by Board)*

- **Daily Rental Fee:** \$_____
- **Cleaning/Property Deposit:** \$_____ (refundable if all guidelines are met)
- **Non-Refundable Fees:** All fees are non-refundable except in the case of Town cancellation due to weather or other unforeseen circumstances.
- Reservations are not confirmed until payment is received.

3. Special Event Permits

- Required for events anticipating 100+ attendees, using amplified sound, or requiring traffic control, reservation of the parking lot
- A Special Event is defined as a non-town sponsored event using town facilities for large public gatherings or requiring additional accommodations (e.g., tents, temporary buildings).
- Private gatherings at or below the posted occupancy limit (e.g., family reunions, birthdays) are not considered Special Events.

4. Prohibited Uses

- No charcoal grills.
- No bouncy castles, inflatable gyms, or obstacle courses.
- No animal displays or petting zoos.
- No selling of merchandise, food, or other products.

5. User Responsibilities

- Groups are responsible for table and chair setup and returning furniture to its original location.
- All decorations, including tape, must be removed, and the pavilion and surrounding area cleaned after use.
- Garbage must be disposed of in designated receptacles; bringing a push broom, additional trash bags and cleaning supplies are recommended.
- Tables may not be removed from the pavilion.

6. Day-of Enforcement

- If the pavilion is occupied during a valid reservation, the renter may request the party to leave.
- Proof of reservation must be shown (digital or printed confirmation/receipt, and Special Event Permit if applicable).
- Daily reservations will be posted on signage near the pavilion.

7. Staff Discretion

- Town of Rico staff have the discretion to interpret and make decisions related to the Pavilion Rental Policy as needed, including addressing unforeseen circumstances or conflicts not expressly covered in the policy.

Discussion Points for the Board:

- Finalize rental fee and deposit amounts.
- Confirm lead time for reservations and maximum advance booking window.
- Determine if additional prohibited uses should be included.
- Decide on specific holiday exclusions.
- Clarify enforcement procedures for day-of conflicts.
- Confirm the scope of staff discretion and any limits on decision-making authority.