

Town of Rico Memorandum

Date: December 12, 2024

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

### **Appointment of Planning Commission seats (Pg. 13-14)**

Included in this packet are two letters of interest for the open seats on the Planning Commission.

Rico Land Use Code § 702:

702.1 MEMBERSHIP Composition. The RPC shall consist of five regular members and first and second alternate members who shall be appointed by the Board of Trustees.

702.2 Terms. Members shall be appointed for two-year staggered terms commencing on January 1st. The term for 3 regular members and the second alternate shall commence on even numbered years and the term for 2 regular members and the first alternate shall be commence on odd numbered years.

The planning commission has four open seats; two regular seats whose terms have ended, and two alternate seats.

#### *Recommended Action:*

The Board of Trustees fill the two vacant seats through appointment.

### **Second reading of Ordinance 2024-06 an ordinance of the Town of Rico, Colorado extending the temporary moratorium on the acceptance of new land use applications for major or minor subdivisions, and residential or commercial planned unit developments (Pg. 15-17)**

Included in the packet is ordinance 2024-06 which would extend the temporary moratorium on the acceptance of new land use applications for major or minor subdivisions, and residential or commercial planned unit developments (PUDs) within the Town of Rico, Colorado, until June 30, 2025.

#### **Background:**

- The Town has been experiencing challenges related to water system capacity and is currently working on improvements to the water infrastructure, including reactivating the Silver Creek surface water treatment plant, to help accommodate future growth and improve resiliency.
- A series of prior ordinances (Ordinance No. 2022-13, 2023-03, 2023-07, and 2024-02) have extended the moratorium on new land use applications to allow time for the Town to evaluate water system needs, secure funding, and plan for necessary infrastructure upgrades.
- As the Town continues to assess water system improvements, the current moratorium needs to be extended to ensure no new land use applications are processed that could exacerbate existing water system limitations.

#### **Details of the Ordinance:**

- Ordinance No. 2024-06 extends the existing moratorium on new land use applications for major or minor subdivisions, and residential or commercial planned unit developments until June 30, 2025.

- The moratorium will not apply to applications for developments that have already been approved or for which water has already been allocated, as long as those developments do not increase demand on the water system.
- The moratorium will automatically expire on June 30, 2025, unless it is terminated earlier by the Board of Trustees or extended further by another ordinance.

The first reading of this Ordinance was approved at the November 20, 2024 meeting. Motion provided below:

**Motion**

Move to approve Ordinance 2024-06.

**Moved by** Trustee Benn Vernadakis, seconded by Trustee Cristal Hibbard.

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

*Recommended Action:*

Approval of the second reading of Ordinance No. 2024-06 to extend the temporary moratorium on the acceptance of new land use applications for subdivisions and planned unit developments.

**Consideration of a Town-Wide Cleanup Event Proposal**

The Rico Land Collaborative (RLC) has secured funding for a town-wide cleanup event which would be scheduled for spring 2025. The event will include the provision of two 20-yard dumpsters, with RLC managing the event and providing security. Additional details regarding restricted and cost-related items, as outlined by Montezuma Landfill, will be provided in advance to the event.

The RLC is requesting the use of the secure yard at the new Town shop as the location for the cleanup event. If successful, the cleanup may become an annual event for the community.

*Recommended Action:*

Approval of the request for the use of the Town shop yard and work with staff to coordinate a date and time for the event

**Consideration of a liquor license renewal, Rico High Inc DBA Prospector, applicant (Pg. 18-19)**

Included in the packet is a liquor license renewal application from Rico High Inc DBA Prospector. The applicant is in good standing and the application is complete and compliant.

*Recommended Action:*

Approval of the liquor license renewal for Rico High Inc DBA Prospector

**Conceptual review of the Rico Historic Society proposed community center (Pg. 20-22)**

Included in the packet is a letter from the Rico Historic Society discussing a proposed community center at the Church property. Deanna Drew and members of the Rico Historic Society will be in attendance to discuss.

### **Existing easement agreement, Lot 39 and 40, Block 12 (Pg. 23-38)**

Reagen Ellease, owner of Lots 39 and 40 of Block 12, holds a right-of-way encroachment easement agreement with the Town. This agreement was established due to the encroachment of 3 feet, 8 inches of the Assay Building into the west side of the Soda Street right-of-way.

In December 2018, Reagen initially approached the Town about this issue and worked with staff to submit a partial road vacation application for a section of Soda Street. The proposed vacation would have transferred the encroached portion of Soda Street to Lots 39 and 40. This request was denied by the Board of Trustees (refer to minutes included in the packet).

Following the denial, Town staff and the Town attorney worked with Reagen to draft an easement agreement that would enable her to clear the property title and complete its purchase. The initial draft, presented in January 2019, was continued because Reagen was not comfortable with a revocable easement (refer to minutes included in the packet).

Over the next several months, Town staff and the attorney developed and adopted Ordinance 2029-02, which added Article X to the Rico Land Use Code. Article X outlines the process for issuing permits for both temporary and fixed encroachments on public property (Ordinance included in the packet).

In May 2020, the Board of Trustees approved Reagen's right-of-way encroachment easement agreement (refer to the Manager's memo, minutes, and recorded easement agreement included in the packet).

Reagen has submitted a request to reconstruct the foundation of the Assay Building and add a second story within the existing easement area. Elevation drawings of the proposed structure have been included in the packet for review.

The proposed construction modifies the encroachment as defined under Section 3 (Limited Scope) of the recorded easement agreement. The easement limits encroachment to the existing footprint and historic height of the structure. Any changes to the encroachment area, including alterations to the footprint or height, require prior written approval from the Town.

### **Rico Trails Alliance pedestrian bridge (Pg. 39-42)**

Rico Trails Alliance (RTA) is in the process of obtaining a county permit for a pedestrian bridge that will span the Dolores River at the site of the historic railroad bridge below the charcoal kilns on the Lazy Rooster property. Once completed, the bridge will provide recreational access to the west side of the Dolores River on the Rio Grande Southern (RGS) River Trail that will start from a trailhead near the new town shop and follow segments of the railroad grade to the Montelores bridge 4.5 miles south of Rico. A copy of the engineer stamped bridge plans are included in the packet. Jim Ostrem will be participating via Zoom and Nicole Pieterse will be present at the meeting in person to describe the project and answer any questions that the board may have.

Copies of the Town's trail easement through the Lazy Rooster Ranch property as well as the Memorandum of Understanding between the Town and RTA are available for review on the Town's website.

### **CIRSA Board training**

As discussed last month, Sam Light, Deputy Executive Director and General Counsel for CIRSA, has offered to lead a training session for the Board of Trustees. This session is an excellent opportunity to deepen understanding of Board responsibilities, governance practices, quasi-judicial hearings, and other relevant topics. Mr. Light has confirmed he is available to attend in person at 7:00 PM on the following dates: January 30, February 10, February 13, and March 19 (during the regular Board meeting).. The Board is requested to review these proposed dates and indicate their availability and preference. Once a date is selected, staff will confirm with Mr. Light and finalize arrangements for the session

### **Colorado Municipal League Conference**

The Colorado Municipal League Annual Conference is a premier event that brings together municipal leaders and professionals from across the state to share knowledge, network, and discuss key issues affecting Colorado communities. This year the conference will be held in Breckenridge between June 24 – 27, 2025. Staff would like to know which members are interested in attending next year's Colorado Municipal League Annual Conference so we can begin arranging accommodations and purchasing conference passes

### **Energy performance contracting (Pg. 43-44)**

Colorado's Energy Performance Contracting (EPC) Program assists public entities in identifying cost-saving opportunities and capital improvements while offering financing solutions. It focuses on reducing energy use and operational costs, promoting sustainability through energy efficiency, renewable energy systems, and electric vehicle technology. EPC is available to local governments, special districts, school districts, higher education institutions, and state agencies facing high utility costs, deferred maintenance, or sustainability goals. The program allows projects to pay for themselves over time through savings in utility costs or renewable energy production. Included in the packet is EPC factsheet for the Board's review.

## RICO TOWN BOARD MEETING MINUTES

Date: November 20, 2024  
Call to Order 7:00PM

**Trustees Present:** Mayor Nicole Pieterse  
Mayor Pro Tem Patrick Fallon  
Trustee Joe Dillsworth  
Trustee Benn Vernadakis  
Trustee Cristal Hibbard  
Trustee Chris Condon (zoom)

**Trustees Absent:**

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

### **Approval of the Minutes**

Spelling error in October 15<sup>th</sup> meeting under managers' report.

### **Motion**

To approve the minutes of October 7<sup>th</sup> an October 15<sup>th</sup> meeting with the correction.

**Moved by** Trustee Benn Vernadakis, seconded by Trustee Cristal Hibbard.

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

### **Consent Agenda**

### **Payment of the Bills**

### **Motion**

To approve payment of the bills.

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

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

### **Public Comment:**

Skip Zeller: Rico land collaborative update on Town cleanup.

Nicole Pieterse give s reminder regarding the VCUP meeting at the Enterprise.

Pat Fallon recommends the existing board closes old business before the new Board is sworn in. Existing Board to address the second reading of Ordinance 2024-05 before swearing in the new Board members.

Chris Condon no longer on zoom.

Second reading of Ordinance 2024-05 an Ordinance of the Town of Rico, Colorado adopting the year 2025 Town budget; appropriating sums of money; and setting and certifying Town mill levies  
Town Manager Chauncey McCarthy gives Summary.

Board has discussion.

Public comment was taken: Skip Zeller, Allyn Svoboda  
Board discussion was had on the public comment.

**Motion**

To approve Second reading of Ordinance 2024-05.

**Moved by** Trustee Benn Vernadakis, seconded by Trustee Cristal Hibbard.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.  
Chris Condon not present to vote.

Swearing in of the new members of the Rico board of trustees

Mayor Nicole Pieterse swears in:

Trustee Gerrish Willis  
Trustee Benn Vernadakis  
Trustee Scott Poston  
Trustee Cristal Hibbard  
Mayor Patrick Fallon

Mayor Patrick Fallon thanked Nicole Pieterse for her service to Town.

**Trustees Present:**

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

**Trustees Absent:**

**Approval of the Agenda**

**Motion**

To approve the agenda with the change that Ordinance 2026-05 was already addressed by the old Board.

**Moved by** Trustee Cristal Hibbard, seconded by Trustee Benn Vernadakis

**Vote.** A roll call vote was taken and the motion was approved, 5-0.  
Chris Condon not present to vote.

**Action Items:**

Appointment of a Mayor Pro Tem

Mayor Patrick Fallon gives summary.  
Interested Trustees are Benn Vernadakis and Trustee Cristal Hibbard.  
Board has discussion.

**Motion**

Move to approve Cristal Hibbard as Mayor Pro Tem.

**Moved by** Trustee Gerrish Willis, seconded by Trustee Scott Poston.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.  
Chris Condon not present to vote.

Approval of Dolores State Bank authorized check signers

Mayor Patrick Fallon gives summary.

Board had discussion.

**Motion**

Move to approve the following authorized check signers at Dolores State bank for all of the Town of Rico accounts Patrick Fallon, Benn Vernadakis, Cristal Hibbard, and Scott Poston. Also to remove from the list of authorized signers Nicole Pieterse and Brandy Randall.

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

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

First reading of Ordinance 2024-06 an ordinance of the Town of Rico, Colorado extending the temporary moratorium on the acceptance of new land use applications for major or minor subdivisions, and residential or commercial planned unit developments

Town Manager Chauncey McCarthy gives summary.

Board of Trustees has discussion.

Trustee Chris Condon in person 7:40PM

Swearing in of Trustee Chris Condon

Mayor Patrick Fallon swears in Trustee Chris Condon.

Board has more discussion on first reading of Ordinance 2024-06

Public Comment: Skip Zeller.

**Motion**

Move to approve Ordinance 2024-06.

**Moved by** Trustee Benn Vernadakis, seconded by Trustee Cristal Hibbard.

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

Consideration of participating as a consulting party and concurring in the memorandum of agreement for the proposed construction of 1.7 miles of new trail along the Rio Grande Southern Railroad right-of-way south of the Town of Rico

Mayor Patrick Fallon gives summary.

Nicole Pierse from the Trails alliance gives summary.

Board has discussion.

**Motion**

Move to approve as a consulting party and concurring in the memorandum of agreement for the proposed construction of 1.7 miles of new trail along the Rio Grande Southern Railroad right-of-way south of the Town of Rico.

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

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

## Staff Report

### Clerk's report:

New floors are complete in the Clerk's office.

Clerk's conference recap.

Preparing for closing 2024.

### Manager's report

CML packets distributed to new trustees. CML attendance for trustees.

Staff can print resources for Board members.

Dennis had his procedure, it went well. Still recovering.

Substantial water leak was caught and back to normal usage.

Town Manager will be out of the office for Thanksgiving week.

CIRSA training to come to the Board early 2025

Mayor Patrick Fallon brings to the Board the resource that Town Staff is to Board members.

## Discussion Items

### Town project updates

Town manager Chauncey McCarthy gives update

Reviewing PNA for the water system. Working on an asset manager plan.

Storm water management documents reconfigured with Board comments taken into consideration.

Sewer system working on the environmental assessment.

Parks project on hold until next spring. Skate Park project, accommodations for the crew is a high cost. The crew may come to the Town to get a special permit to stay in RVs during the build.

Town shop update.

Fiber project: Boring under the highway complete.

Chauncey discusses ADA plan for the website.

## Motion

Move to adjourn.

**Moved by** Trustee Chris Condon, seconded by Trustee Benn Vernadakis.

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

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Anna Wolf  
Rico Town Clerk

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Patrick Fallon  
Mayor



Check Register

For the Period From Dec 1, 2024 to Dec 31, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
18291	12/1/24	Kuboske Construction LL	10000	191,577.00
18292	12/1/24	National Sports Products	10000	1,599.00
18294	12/2/24	CEBT	10000	4,439.40
18295	12/11/24	Kuboske Construction LL	10000	359,524.40
18296	12/11/24	Fraley Propane, LLC	10000	485.00
18297	12/11/24	Rico Telephone Company	10000	215.00
18298	12/11/24	Jon Kelly	10000	375.00
18299	12/11/24	Karp Neu Hanlon, PC	10000	864.00
18300	12/11/24	Statewide Internet Portal	10000	646.80
18301	12/11/24	WM Corporate Services, I	10000	85.87
18302	12/11/24	Fraley Propane, LLC	10000	729.30
18303	12/11/24	Century Link	10000	52.89
18304	12/11/24	San Miguel Power Associ	10000	129.00
18305	12/11/24	Kaplan Kirsch LLC	10000	14,048.75
18306	12/11/24	Public Employees Retirem	10000	814.40
18307	12/11/24	Goff Engineering and sur	10000	5,320.00
Total				580,905.81

Check Register

For the Period From Dec 1, 2024 to Dec 31, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1787	12/11/24	San Miguel Power Associ	11000	27.00
1788	12/11/24	LePew Porta-Johns, Inc	11000	205.00
Total				232.00

2018 NEW Town of Rico - Street Fund  
Check Register  
For the Period From Dec 1, 2024 to Dec 31, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2969	12/11/24	San Miguel Power Associ	10000	459.00
2970	12/11/24	Partners in Parts, Inc	10000	375.13
2971	12/11/24	Rico Telephone Company	10000	50.00
Total				884.13

Check Register

For the Period From Dec 1, 2024 to Dec 31, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4680	12/11/24	Rico Telephone Company	10000	115.00
4681	12/11/24	Fraley Propane LLC	10000	200.00
4682	12/11/24	San Miguel Power Associ	10000	434.00
4683	12/11/24	AT&T Mobility	10000	222.74
4684	12/11/24	Ferguson Waterwork #111	10000	2,067.36
4685	12/11/24	USA Bluebook	10000	70.49
4686	12/11/24	Colorado Rural Water Ass	10000	320.00
Total				3,429.59

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Chauncey McCarthy &lt;townmanager@ricocolorado.gov&gt;

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**P&Z**

2 messages

**Skippie Zeller** <skippiewx@gmail.com>

Tue, Nov 12, 2024 at 10:27 AM

To: Kari Distefano &lt;townmanager@ricocolorado.gov&gt;

To all concered;

I respectfully submit my myself for consideration to a position on the Town of Rico Planning and Zoning Commission.

I have lived in Rico since 1982. Since then, I have built my business. Rico Boys Construction is a small scale residential building company with myself as a General Contractor with the focus on custom work and hiring locally. I am now retired, but since '82, we have worked on over 100 of the buildings in Rico.

I was a member of the RVFD for 20 years and now receive a FD pension. Part time , I volunteer with the Rico Historical Society.

I have actively participated in town government as a resident since 2019.

I feel that my experience as a general contractor, guided by RLUC, would bring value to P&Z.

Thank you for your consideration.

Skip Zeller

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**Chauncey McCarthy** <townmanager@ricocolorado.gov>

Wed, Nov 13, 2024 at 8:14 AM

To: Skippie Zeller &lt;skippiewx@gmail.com&gt;

Received, thank you!

[Quoted text hidden]

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

**Michael Contillo**

101 Hinckley Dr  
Rico, CO 81332  
(970)708-4455  
mcontillo82@gmail.com

December 2, 2024

Dear Rico Board of Trustees

With my current term as Rico Planning Commission Chairman coming to an end, I would like to express my interest in reelection. With 2 of our senior members moving on to the Board of Trustees in this past year, it is important that I continue my service and get new members up to speed. There will likely be several joint meetings with the board over the upcoming years concerning the Rico LUC and I would like to be part of those conversations. Thanks for your consideration.

Sincerely,

Michael Contillo

**TOWN OF RICO  
ORDINANCE NO. 2024-06**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO EXTENDING  
THE TEMPORARY MORATORIUM ON THE ACCEPTANCE OF NEW  
LAND USE APPLICATIONS FOR MAJOR OR MINOR SUBDIVISIONS,  
AND RESIDENTIAL OR COMMERCIAL PLANNED UNIT  
DEVELOPMENTS**

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

**WHEREAS**, pursuant to C.R.S. §§ 29-20-101 *et seq.*, 31-15-101 *et seq.*, and 31-23-101 *et seq.*, the Town has broad authority to ensure the health, safety and welfare of the community and its residents; and

**WHEREAS**, the Town currently has access to both surface water and groundwater drinking water sources. At this time, only the groundwater source is operated for Town drinking water supply. The Silver Creek surface water treatment plant was shut down in 2015 due to water quality issues; and

**WHEREAS**, the Town’s currently operational drinking water source is capable of meeting current demands but the Town will need to improve or replace the Silver Creek surface water treatment plant together with the related facilities and equipment in order to accommodate future Town growth, reduce operational costs and improve current water system inefficiencies; and

**WHEREAS**, by Ordinance No. 2022-13, the Town imposed a temporary moratorium on the acceptance of new applications for Major or Minor Subdivisions and for Residential or Commercial Planned Unit Developments through June 30, 2023 to limit increasing the water system demand while it reviewed alternatives for water system improvements to increase water availability as well as options for funding said improvements; and

**WHEREAS**, on June 21, 2023 the Town extended the moratorium through December 30, 2023 pursuant to Ordinance No. 2023-03 to preserve the status quo as it continued evaluating water system improvement and funding alternatives to increase water availability to meet the demands of future growth and development within the Town; and

**WHEREAS**, on December 20, 2023 the Town amended and extended the moratorium through June 30, 2024 pursuant to Ordinance No. 2023-07 to allow applications for Major or Minor Subdivisions and for Residential or Commercial Planned Unit Developments that the Town has previously approved, or which have been allocated water prior to submission of said application, and will not otherwise increase current demand on the water system, and to otherwise preserve the status quo; and

**WHEREAS**, on March 20, 2024, the Town amended the Water Operations Rules and Regulations pursuant to Ordinance No. 2024-01 to impose water system improvement fees on new

development within the Town in order to partially fund the water system improvements necessary to accommodate future Town growth; and

**WHEREAS**, on June 19, 2024, the Town extended the moratorium through December 30, 2024 pursuant to Ordinance No. 2024-02 to preserve the status quo as the Town continues efforts to secure funding for necessary water system improvements, and to obtain bids for design and construction of the water system improvements; and

**WHEREAS**, the Town is currently working with the federal EPA Water Technical Assistance team, and engineers from Cadmus Group, to identify available funding sources, determine the requirements for reactivating the Silver Creek surface water treatment plan, and to complete the project needs assessment that must be submitted to the state revolving fund to qualify for future funding; and

**WHEREAS**, an extension of the moratorium is required to preserve the status quo as the Town continues efforts to secure funding for necessary water system improvements, and to obtain bids for design and construction of the water system improvements; and

**WHEREAS**, in order to promote the public health, safety, and welfare of the Town's residents, the Board of Trustees finds it is necessary to extend the temporary moratorium on new applications for Major or Minor Subdivisions and for Residential or Commercial Planned Unit Developments.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO THAT:**

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

**Section 2.** Upon the effective date of this Ordinance, the Town of Rico hereby extends the temporary moratorium on the acceptance of applications for approval of minor or major subdivisions submitted under Article V of the Rico Land Use Code ("RLUC"), and applications for approval of Residential or Commercial Planned Unit Developments submitted under Article III of the RLUC, as enacted by Ordinance No. 2022-13, which is incorporated by this reference, until June 30, 2025.

**Section 3.** Notwithstanding the forgoing, this temporary moratorium shall not apply to preclude acceptance of applications for Major or Minor Subdivisions and for Residential or Commercial Planned Unit Developments that the Town has previously approved, or which have been allocated water prior to submission of said application, and will not otherwise increase current demand on the water system

**Section 4.** This temporary moratorium shall automatically terminate on June 30, 2025, unless terminated earlier by the Board of Trustees or extended in its duration by enactment of another Ordinance.

**Section 5.** If any section, subsection, clause, phrase, or provision of this ordinance, or the application thereof to any person or circumstance shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections,



clauses, phrases and provisions of this ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ, AND APPROVED ON FIRST READING, AND ORDERED PUBLISHED BY TITLE ONLY ON NOVEMBER 20TH 2024.

TOWN OF RICO, COLORADO

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Patrick Fallon, Mayor

ATTEST:

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Anna Wolf, Town Clerk

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IMMEDIATELY ON DECEMBER 18TH 2024.

TOWN OF RICO, COLORADO

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Patrick Fallon, Mayor

ATTEST:

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Anna Wolf, Town Clerk

Effective Date:      December 18, 2024

DR 8400 <sup>18</sup> (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Submit to Local Licensing Authority

PROSPECTOR  
PO BOX 65  
Rico CO 81332

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐

Paid by check

Uploaded to Movelt on Date

☐

Paid Online

Licensee Name

RICO HIGH INC

Doing Business As Name (DBA)

PROSPECTOR

Liquor License Number

03-05821

License Type

Hotel & Restaurant (city)

Sales Tax License Number

30349519

Expiration Date

01/19/2025

Due Date

12/05/2024

### Business Address

Street Address

124 SOUTH GLASGOW AVENUE

Phone Number

9709673000

City, State, ZIP Code

Rico CO 81332

### Mailing Address

Street Address

PO BOX 65

City, State, ZIP Code

Rico CO 81332

Email

ricobnb@fone.net

Operating Manager

Ermann O'Hara

Date of Birth

12-28-1958

**Home Address**

Street Address

Phone Number

20 N. SILVER ST.

970-403-7191

City

State

ZIP Code

Rico

CO

81332

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented? ☐ Owned

\*If rented, expiration date of lease

☒ Rented\*

OCTOBER 31 2025

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

## Rico Historical Society

December 10, 2024

Dear Rico Board of Trustees,

Thank you for your service to the Town of Rico.

It has recently been brought to the attention of the Rico Historical Society (RHS) that the Rico Community Church and manse is being offered for sale to private buyers, and is in danger of no longer serving the needs of the Rico community.

Considering that these structures have a long history as a church, community gathering place and event location for Rico citizens, and also considering that the property is listed as a Rico Historical Landmark by Ordinance of the Town of Rico, the RHS has a strong desire to preserve these historic buildings for public use. Therefore, we are hereby asking for support from the Town of Rico to purchase the church property, to maintain the building's historic character and operate the site as a community center for the citizens of Rico.

The Rico Historical Society has been a 501(c) 3 Colorado charitable organization since 1998. We oversee conservation easements on four other historical landmarks in Rico: The Atlantic Cable Headframe, Van Winkle Headframe and Hoist House, Rio Grande Southern Water Tank, and the Engel House residence. These structures have been placed in perpetual conservation easements to ensure they are maintained to historic standards and preserved for public interpretation and education. All of these structures, and several others in town including the Rico Community Church, play an important role in understanding Rico's mining and railroad history, and the community's pioneering culture. We obtain grants for our historic preservation activities from History Colorado's State Historical Fund, and work with the Colorado Historical Foundation to maintain our sites to historic standards. Our membership currently includes about 100 individuals with an interest in Rico history.

The RHS also operates the Rico Historical Museum during the summer months, in the historic Rico Firehouse in the town's downtown historic district. Community volunteers tediously restored the historic firehouse into a public museum that now features mining, railroad, settler, Native American, and natural history and opened it to the public in 2009. The museum is operated by community volunteers and is free and open to the public seven days a week from May to October, and offers a historic walking (or driving) tour booklet of 44 sites around town. We network with the Telluride, Ridgway, Silverton, Durango, Montrose, and other regional historical societies and museums, and accept donations of historic artifacts from Rico residents and folks throughout the Dolores River Valley for safekeeping and to showcase in the museum. In 2024, the Rico Museum had over 2,500 visitors from all around the world.

## Rico Historical Society

Rico's historic landmarks and museum are located along or visible from State Highway 145, also known as the San Juan Skyway Scenic Byway, and so we are partners with the state's San Juan Skyway Scenic Byway Committee, and the Colorado Department of Transportation. The RHS works with the United States Forest Service's San Juan National Forest, and San Juan Mountains Association to place interpretive signs at places of historical interest in the region. We are working with representatives from the State of Colorado to celebrate the Nation's 250-year and State of Colorado's 150-year anniversary coming up in 2026, with special events and activities planned for the museum and tours of historic sites in the community. All of our efforts help to promote historical tourism in the community, to stimulate Rico's struggling local economy. We would be honored to add the community church to our inventory of historic structures that are preserved for public use and enjoyment.

The Rico Historical Society currently works with the Town of Rico to oversee our historic structures, and we obtain a portion of our annual funding for projects and programs from the Rico Center, a taxpayer-funded charity formed for Rico by Dolores County. In lieu of a physical Rico community center, in 2003 the Rico Center was created to distribute the Dolores County "Quality of Life" mill levy funds through grants awarded to local nonprofits, governmental entities, and individuals involved in community development and/or community-based efforts. Our intent is that the church facility would be available for use to Rico citizens for memorials, weddings, spiritual services or other events, and community groups, including the Rico Women's Club, Artists of Rico, Rico Fire Protection District, Alcoholics Anonymous, and more.

If the RHS is successful in its acquisition of the church property, we would place the church and manse into a perpetual historic conservation easement to preserve its historic appearance. The Rico Historical Society could then work with the Town of Rico to operate the Rico community church building as a public facility similar to the historic Placerville Schoolhouse in nearby San Miguel County, a model we are familiar with. Reservations for events and activities or services could be managed online, and most activities or events that take place there would remain free of charge or have only minimal fees for Rico residents. In addition, the church property could provide work for a Rico resident or the manse housing for a public employee. This facility would complement the town's existing historic structures, but could also provide some necessary funding for the Rico Historical Society to ensure we remain financially sound and sustainable into the future. Currently, the RHS is funded by memberships, donations, and grants.

## Rico Historical Society

The Rico Historical Society plans to obtain funds to purchase the church property from the sale of the Engel House, an asset and historic home owned by the RHS just up the street from the church on Mantz Ave. This historic home is also historically significant to the community and intended for future community uses, but its location in a residentially-zoned neighborhood and its interior layout become challenging when converting it to a public use. The Colorado Historical Foundation, the RHS Board of Directors and our other partners and fellow community members have agreed that the Rico Community Church site is better suited for public use than the Engel House. Although the Rico Historical Society would prefer to reserve both historic Rico properties for the public, we understand that our existing resources do not allow for that scenario.

The RHS has confirmed support from our other public partners in this project: the Rico Center and Dolores County are also in favor of this purchase, which could allow all parties to realize the vision of a community center for Rico citizens. At our request, the Presbytery has generously given the historical society a deadline of January 10 to make a deal to purchase the church property for the community.

We now ask the Town Board of Trustees for their verbal support of this project, and if we are successful in our acquisition of the property, the opportunity to discuss this potential partnership with you further. Ways the town could conceptually assist are by providing administrative support for the church operation, and by guaranteeing use of the firehouse building for our museum. We consider this project a win-win scenario for Rico history, Town of Rico, the Rico Center and all Rico stakeholders, and look forward to working with you on this exciting opportunity for the Rico community.

Thank you for your time and consideration.

Sincerely,

Deanna Drew  
Rico Historical Society

told me that Ophir ran fiber up to a power pole in the middle of town that houses a wireless LTE radio. Areas of Ophir that are closer to the power pole will get better service but the whole town should have it. Ophir got a grant through DOLA for \$220,000 to fund the project. I asked Mr. Morgan if he would be interested in helping Rico develop a plan to upgrade our internet.

Apparently there is fiber from Cortez to Telluride along Highway 145. Direct Communications has access to it until somewhere around the Ophir Loop and Century Link owns it the rest of the way. Following our conversation M. Morgan contacted Direct Communications and later a man named Brigham Griffin, who is a marketing manager for Direct Communications called me. He was very helpful and I believe that I finally have some understanding of our broadband situation. The good news is that it does not appear that infrastructure is the reason Rico doesn't have good internet service. It sounds like the challenge will be to get Rico Telephone to provide the higher speeds at more affordable rates. I intend to keep talking to them

Transit Update. The Town received a grant from the Rico Center for a larger bus. The bus has been ordered and should be on its way. There is a San Miguel Authority for Regional Transit meeting on December 20<sup>th</sup> to approve an agreement with the Town of Rico regarding service. Hopefully we will be able to consider it and sign it at our next meeting and get the larger bus going shortly thereafter. I met with David Averill/SMART on December 7<sup>th</sup>, we discussed the proposed agreement with the SMART board that would provide service to Rico until the town can put inclusion in the SMART region to a vote in November Of 2019. Basic components of the agreement are as follows: The Town of Rico will deed the bus to SMART and provide \$10,000 toward operating costs. In return: the Rico Center Logo will be on the bus and included in other marketing material. SMART will subsidize approximately 80% of the cost of operating the route. SMART will provide operations, including the driver and maintenance of the bus. SMART will provide insurance for the bus. SMART will guarantee that the Rico Route will operate to and from Rico, Monday through Friday, but reserves the right to use the bus for other purposes. Mr. Averill will be at the next Board meeting to answer any questions.

#### **Action Items.**

**Soda Street Partial Roadway Vacation Request.** On behalf of the owners Thomas Lunifeld and Mina Hakami, the applicant Raegan Ellease is requesting a partial roadway vacation of Soda Street at the corner of Soda and Hancock. The old assay office encroaches on Soda Street for a distance of 3.8 feet at the eastern end and 3.1 feet at the western end of the building. Ms. Ellease would like to buy the parcel and restore the old building. However she is unwilling to put money into the building if she does not own it in its entirety. Town Manager Kari Distefano says she reviewed the roadway vacation application according to the following checklist and the application is complete. Ms. Distefano mentioned the following standards in the Land Use Code, which should apply when the Rico Planning Commission is evaluating a road vacation application. At the PC meeting the Commissions recommends approval with some conditions. Greg Anderson, one of the neighbors called and indicated his support for this vacation. Mr. Anderson would like to see the building preserved. One possibility would be to offer approval contingent on the restoration of the building. Upon discussion minor subdivision application was mentioned and other ideas were shared. The Board were not opposed to an easement agreement. Ms. Ellease would like to think some more about it and was left at that.

2<sup>nd</sup> Reading of an Ordinance to Adopt the Rico Town Budget for 2019. Based on the discussion last month regarding the Rico Center, Town Manager Kari Distefano submitted a table summarizing grants and their associated projects to the Board. A copy of the updated budget was also submitted. Both sales and property tax revenues look better than they did at the end of August but still expect a shortfall. With no further discussion Nicole Pieterse made a motion to



**Approval of an Easement Agreement with the Owner of the Assay Office.** Following the discussion last month about the old Assay office encroachment on to Soda Street and the Trustees' denial of a request for a partial roadway vacation, staff talked to the Town Attorney and she drafted a right-of-way encroachment agreement as a strategy to allow Ms. Ellease to clear the title and restore the old building. The approval of an easement agreement with the owner of the assay office was tabled to next months' meeting. Comment was made to create a standardized form for all use.

**Adoption of the 2019 Work Plan.** The staff is requesting that the Board of Trustees approve the 2019 Work Plan as discussed and revised at the January 13<sup>th</sup> retreat. Zach McManus made a motion to approve the 2019 Work Plan. Seconded by Nicole Pieterse. The motion passed unanimously.

Town Manager Kari Distefano wants to attend the CML Conference this year.

#### **Discussion Items.**

**Amending the Business License Ordinance to Include Providers of Services.** Last month the town had a discussion about business licenses and which businesses were required to have them. Currently only retail, lodging and food and beverage providers are required to have business licenses. Companies that provide services such as plumbing, excavation and surveying are not. It is my understanding, from a conversation with former Mayor Gregg Anderson this was a conscious decision on the part of the Trustee. They determined that issuing licenses for these types of businesses would require additional administrative work and enforcement. They felt that it would also discourage small businesses. If the Town would revisit this issue, it would require an Ordinance. Does the Board want to do this?

**Combining Enterprise Funds.** Mayor Zach McManus asked that the town explore the idea of combining the sewer and water funds into one fund to allow more flexibility. Both funds are Enterprise Fund, which means "Under TABOR, an Enterprise is defined as: (a) a government-owned (b) business (c) authorized to issue its own revenue bonds, and (d) receiving under 10% of annual revenue in grants from all Colorado state and local governments combined." The Town Attorney thinks that this may be possible but she was uncertain as to how to go about it. One potential advantage would be that the town should construct a central system, the paperwork with respect to billing and allocating employee costs would be simpler. There may be a possibility that general costs could also be combined but not sure that would be an advantage. In terms of budgeting, they would need to be accounted for separately anyway so that we could accurately track the cost of running each system.

**Requirement to Clear the Title of the Johnson Property.** Town Manager Kari Distefano said there is a contract on the Johnson property at 134 S. Glasgow. This is the property that has the big hole. The woman that wants to buy it would like to build a coffee shop with a living space included. Ms. Distefano believes that it would be in the best interest of the Town to have this occur. The broker who is dealing with the transaction does not want to see her buy the property with the cloud on the title represented by the letter that the Town Attorney wrote to the existing owners regarding the excavation. As a Board, town staff would like your opinion on how to deal with this. Ms. Distefano believes that the town would like something to be built on the lot but the potential owner may not be able to apply for a building permit or otherwise stabilize the by May. A copy of the Attorney's letter was submitted. One option would be to extend the May deadline to a date agreed upon by the potential owner.



TOWN OF RICO  
ORDINANCE NO. 2019-02

AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF RICO, COLORADO ADDING A NEW ARTICLE X TO THE RICO LAND USE CODE CONCERNING PUBLIC PROPERTY AND ESTABLISHING REGULATIONS CONCERNING FIXED AND TEMPORARY ENCROACHMENT, INCLUDING WORK THEREON, LOCATED ON PUBLIC PROPERTY.

WHEREAS, the Board of Trustees of the Town of Rico (Board) is authorized under Sections 1.2 and 2.5 of the Town of Rico Home Rule Charter and C.R.S. § 31-15-103, as may be amended from time to time, to adopt regulations as are necessary to protect the health, welfare, and safety of the public; and

WHEREAS, the Board desires to establish regulations concerning encroachments on public property.

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

**SECTION 1:** That the Municipal Code of the Town of Rico, Colorado, is hereby amended by adding new Article as follows:

ARTICLE X  
PUBLIC PROPERTY

1000 ENCROACHMENTS PROHIBITED

No encroachment, construction, excavation in, work in, or obstruction shall be made or placed upon any street, alley, sidewalk, curb, gutter, walk, or other public property, place, or way within the Town, unless a permit is approved by the Town as provided for in this Article.

1001 DEFINITIONS

1001.1 **Fixed Encroachment:** means any encroachment upon any public way that cannot be moved by a person without the assistance of tools, machinery and/or equipment.

1001.2 **Temporary Encroachment:** means any encroachment upon any public way that can be easily moved, changed, or removed by a person without the assistance of tools, machinery and/or equipment.

1001.3 Public Right-Of-Way, Right-Of-Way or Public Way: means any public street, way, place, alley, sidewalk, utility, easement, or any public property owned or controlled by the Town.

1001.4 Work: means any labor performed on, or any use or storage of equipment or materials, including but not limited to, construction of streets and all related appurtenances, fixtures, improvements, sidewalks, driveway openings, bus shelters, bus loading pads, street lights, and traffic signal devices. It shall also mean construction, maintenance, and repair of all underground structures such as pipes, conduit, ducts, tunnels, manholes, vaults, buried cable, wire, or any other similar structure located below surface, and installation of overhead poles and wires or conductors, used for any purpose.

## 1002 PERMIT PROCESS

Upon an application to the Town, a permit may issue with terms and conditions as necessary and appropriate to implement this Article in the Town's sole discretion to protect Town property, and to protect the public health, safety and welfare, by including provisions in the permit process as are necessary, including but not limited to, insurance, performance bond, indemnification, and a hold harmless and damage release for the Town.

## 1003 TEMPORARY ENCROACHMENT PERMIT APPLICATION

Any temporary encroachments on any public way, including but not limited to, barricades, construction debris, seasonal benches, seasonal flower pots, construction-related dumpsters, outdoor display of merchandise, and seasonal tables and chairs, located in the public right-of-way shall be governed by this Article and may be approved by the town manager, upon submission of a written application on the approved form provided by the Town, payment of all fees prescribed under this Article, and a permit may be granted for a specified time by the Town.

## 1004 FIXED ENCROACHMENT PERMIT APPLICATION

Any fixed encroachments on any public way or work to be performed on any fixed encroachment shall be governed by this Article and approved by the Town Board of Trustees, upon submission of a written application on a form provided by the Town and payment of all fees prescribed under this Article. The Town may withhold issuance of the permit until all costs are paid. The encroachment or work associated with the encroachment may not begin until the permit has been issued by the Town.

## 1005 WORK ENCROACHMENT PERMIT APPLICATION

An applicant for a permit allowing work in the public right-of-way shall apply for a temporary easement permit, even if a fixed encroachment permit has issued, under this Article as follows:

1005.1 Submit a written application furnished by the Town, which will include information necessary or convenient for the administration and enforcement of this Article, including statement that the applicant or its contractor is not delinquent in payments due to the Town on prior work.

1005.2 Attach copies of all permits or licenses (including required insurance, deposits, bonds, and warranties) required to do the proposed work, and to work in the public rights-of-way, if licenses or permits are required under the laws of the United States, the State of Colorado, or other ordinances or regulations of the Town.

1005.3 Provide a satisfactory plan of work showing:

1005.3.1 Protection of the subject property and adjacent properties when the Town determines such protection is necessary;

1005.3.2 Protection of trees, plants, landscaping and the restoration of turf when the Town determines that damage may occur to any plant life;

1005.3.3 The proposed construction, excavation; and

1005.3.4 A satisfactory traffic control and erosion protection plan for the proposed construction, excavation, or work.

1005.4 Include statement that all orders issued by the Town to the applicant requiring the applicant to correct deficiencies under previous permits issued under this section have been made.

1005.5 Pay the fees prescribed by this Article.

1005.6 List of anticipated subcontractors.

1005.7 All permits for construction, excavation or work may be granted only for a specific period of time to complete the work. The applicant is required to renew the permit prior to the expiration of the permit.

## 1006 REVOCATION

Any permit issued under this Article may be revoked by the Town after notice to the permittee for:

1006.1 Violation of any condition of the permit or of any provision of this Article.

1006.2 Existence of any condition or performance of any act which the Town determines does constitute or cause a condition endangering life or damage to property.

1006.3 Fixed encroachment deterioration, demolition, or if the encroachment ceases to exist or if a material change in condition occurs.

1006.4 Notice of revocation of an encroachment permit shall be sent by the Town to the permittee at the address provided in the application or any renewal. Revocation of the permit shall be effective 5 days after the date of the notice.

1006.5 Any revocation of any permit may be appealed by the permittee to the Town Manager by filing a written notice of appeal within 10 days of the date of the notice.

## 1007 POLICE POWERS

The permittee's rights under this Article are subject to the police powers of the Town, which include the power to adopt and enforce ordinances, including amendments to this section, necessary to the safety, health, and welfare of the public. The permittee shall comply with all applicable laws and ordinances enacted, or hereafter enacted, by the Town or any other legally constituted government unit having lawful jurisdiction over the subject matter hereof. The Town reserves the right to exercise its police powers, notwithstanding anything in this Article, any permit issued hereunder, any franchise, or any other permit to the contrary. Any conflict between the provisions of this Article, any franchise or any permit and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the Town.

## 1008 PENALTIES, ADMINISTRATION AND ENFORCEMENT

It shall be unlawful to violate any of the provisions of this Article, or of a permit issued hereunder. In addition to any general penalties applicable under Rico Land Use Code 740, continuing violations of this Article or of any permit issued pursuant hereto are hereby declared to be a nuisance, which may be abated in any lawful manner. It shall be unlawful to maintain an encroachment once the encroachment permit has been revoked by the Town pursuant to this Article. Failure to remove an encroachment is declared to be a nuisance that may be abated by the Town in any lawful manner. The Town may maintain an action in a court of competent jurisdiction to enjoin any violation of this Article, or of any permit issued pursuant hereto. If the Town brings any action brought to abate a nuisance or to enjoin any violation of this Article in any court of competent jurisdiction and the Town is the prevailing party, the defendant in such a nuisance or injunction proceeding shall be responsible for the Town's attorney fees and costs.

## SECTION 2: EFFECTIVE DATE

The provisions of this Ordinance shall become effective immediately upon final passage as defined in Rico Home Rule Charter, Section 3.5.

## SECTION 3: SAVINGS CLAUSE

If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

**INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED** on first reading by the Board of Trustees for the Town of Rico this 20th day of March, 2019.

**READ, APPROVED AND ADOPTED BY FINAL READING** by the Board of Trustees for the Town of Rico this 17 day of <sup>May</sup> April, 2019

TOWN OF RICO, COLORADO

  
Zachary McManus, Mayor

5/17/19  
Date

Attest:

  
Linda Yellowman, Town Clerk

5/17/2019  
Date

i. That the applicant and eventual owner(s) of Lot D in no way restrict public access to the water tank road and any existing trails in the area, which shall be depicted by the surveyor on the replat and that a plat note to that effect be included on the replat.

j. That the structure constructed on Lot D be equipped with a sprinkler system.

The applicant has submitted a replat that shows legal access to both lots C and D using a driveway extending east from the end of Mantz. I also have a copy of a grading plan that shows that physical access is possible but I have some questions that will hopefully be answered prior to the meeting. The plat note to which item i refers is not on the replat but I have contacted the applicants and it should be on the replat prior to the meeting. The suggested motion is to approve the replat, approve the replat based on conditions or deny the replat. Should the replat be approved, the applicants will have to submit a mylar to be signed by the Board of Trustees prior to the replat being recorded.

### *3. Consideration of an encroachment easement agreement with Raegan Ellease, Lot 39 and 40, Block 12, Town of Rico*

This is an issue that has been outstanding for a long time. Raegan Ellease acquired the parcel that includes the historic assay office in January of 2019. Unfortunately, the assay office was built at a time when the use of surveyors to locate lot lines was not a common practice and the assay office encroaches into Soda Street. Ms. Ellease would like to do work on the building to ensure that it maintains its historic value but understandably she did not want to put money into a structure that was partially on someone else's property. Because the goal of both the Town and Ms. Ellease is to maintain the historic value of the assay office, eventually we were able to produce an agreement to which both parties can hopefully consent. There is a copy of the agreement included in this packet. The suggested motion is to approve the agreement or deny the agreement.

### *4. Consideration of a Subdivision Improvement Agreement with Gulch Lode LLC, Lot 9 Van Winkle Subdivision*

Gerrish Willis would like to build a house on Lot 9 of the Van Winkle Subdivision. Lot 9 is not currently served by the Town water system. According to Plat Note 8 on the Van Winkle Subdivision recorded in the office of the Dolores County Clerk and Recorder on November 12, 2008:

The Lot 9 owner shall not be permitted to construct any dwelling unit on Lot 9 unless and until the owner complies with the Town's subdivision and platting requirements, including the submission of engineered drawings regarding the extension of utilities,

fire truck turn around area on the water tank road between the end of Garfield and the Lot D driveway, H. the applicant install a fire hydrant at the north east corner of the Mantz/Garfield intersection, which would be included in a subdivision improvement agreement, I. the applicant and eventual owner(s) of Lot D in no way restrict public access to the water tank road and any existing trails in the area, which shall be depicted by the surveyor on the re-plat and that a plat note to that effect be included on the re-plat, J. the structure constructed on Lot D be equipped with a sprinkler system.

The applicant has submitted a re-plat that shows legal access to both Lots C and D using a driveway extending east from the end of Mantz.

Nicole Pieterse made a motion to the re-plat for Lots 6-14, Block 29. Brandy Randall seconded the motion. Motion passed unanimously.

Consideration of an Encroachment Easement Agreement with Raegan Ellease, Lot 39 and 40, Block 12, Town of Rico. Raegan Ellease acquired the parcel that includes the historic assay office in January 2019. The assay office was built at a time when the use of surveyors to locate lot lines was not a common practice and the assay office encroaches into Soda Street. Ms. Ellease would like to do work on the building to ensure that it maintains its historic value but understandably she did not want to put money into a structure that was partially on someone else's property. Both the Town and Ms. Ellease is to maintain the historic value of the assay office, eventually we were able to produce an agreement to which both parties can consent. A copy of the agreement was presented for approval.

Patrick Fallon made a motion to approve the Easement Agreement with Raegan Ellease, Lot 39 and 40, Block 12. Nicole Pieterse seconded the motion. Motion passed unanimously.

Consideration of a Subdivision Improvement Agreement with Gulch Lode LLC, Lot 9 Van Winkle Subdivision. Gerrish Willis would like to build a house on Lot 9, Van Winkle subdivision. Lot 9 is currently served by the Town water system. According to Plat Note 8 on the Van Winkle subdivision recorded in the office of the Dolores County Clerk and Recorder on November 12, 2008: Lot 9 owner shall not be permitted to construct any dwelling unit on Lot 9 unless and until the owner complies with the Town's subdivision and platting requirements including the submission of engineered drawings regarding the extension of utilities, execution of a subdivision improvements agreement (also executed by the Lot 4 owner) and the posting of a bond in the amount of 125%. A copy of the proposed agreement was submitted. Mr. Willis has apparently been unable to engage the owner of Lot 4.

Joe Dillsworth made a motion to approve the agreement pending the execution of a bond as per Note 8 and the submittal to the Town as per the Plat Note 8, a set of complete engineered drawings including a grading plan that includes the Town owned property to be disturbed by the water line construction and a plan/profile of the water line signed by an engineer licensed in the State of Colorado. Barbara Betts seconded the motion. Motion passed unanimously.

Consideration of Cancellation of 4<sup>th</sup> of July 2020 Events. The Rico Fire Protection District decided no 4<sup>th</sup> of July celebration this year, no fireworks, picnic or parade. Decision will likely be finalized at the District meeting next week. There are other events associated with the 4<sup>th</sup> of July sponsored by the Rico Women's Club and the Artists of Rico. Both organizations have alerted that the town will be discussing these other programs at this meeting. The town needs to decide if we believe there is a way to go forward with some of the other events safely and within the confines of the State Health Department or if we should just cancel all events.



### RIGHT-OF-WAY ENCROACHMENT EASEMENT AGREEMENT

THIS RIGHT-OF-WAY ENCROACHMENT EASEMENT AGREEMENT ("Agreement") is made and entered into effective the 28th day of May, 2020, by and between the Town of Rico, a Colorado home rule municipality as the grantor ("Town") and Raegan Ellease ("Grantee").

WHEREAS, Grantee owns Lot 39 and Lot 40, Block 12, Town of Rico, Dolores County, Colorado ("Property") upon which the historic Assay Building of the Rio Grande Southern Railroad ("Assay Building") is located;

WHEREAS, the north side of the Assay Building encroaches into the Town's west Soda Street right-of-way ("Right-of-Way") by approximately 3 feet 8 inches as depicted on Exhibit A attached hereto and incorporated herein by this reference ("Encroachment Area"); and

WHEREAS, Grantee and Town desire to enter into this Agreement to allow the Assay Building's current encroachment in accordance with the terms and conditions set forth herein;

NOW, THEREFOR, in consideration of \$150.00, the recitals above, and the mutual covenants and agreements between the parties hereto, the Town and Grantee agree as follows:

1. **GRANT OF EASEMENT.** The Town grants to Grantee an easement for the current Assay Building to remain in the Encroachment Area ("Easement") and for the maintenance, repair, upgrade and use of the Assay Building. Grantee shall have no right to use the Easement or Encroachment Area for any other or additional use or purpose. The Easement is subject to any and all existing utilities, conditions, covenants and restrictions of record in or affecting the Encroachment Area.
2. **TERM.** The Easement shall be perpetual subject to the provisions of Section 4 below.
3. **LIMITED SCOPE.** The Easement is limited in scope to the use of the existing portion of the Assay Building that is located within the Encroachment Area and any improvements thereto. Grantee shall not have the right to expand the Encroachment Area or alter or change Grantee's use of the Encroachment Area without the Town's prior written consent. The Easement Area may be expanded to include a small overhang if approved by the Town following Grantee's submission of drawings specifically showing the overhang design, dimensions and any additional information requested by the Town. In the event that an overhang is permitted, this Agreement, including Exhibit A, shall be amended accordingly.
4. **TERMINATION.** This Agreement and the Easement shall automatically terminate upon destruction of 75% or more, as determined by the Town, of the Assay Building. At such time as the Easement terminates, Grantee shall remove, at Grantee's sole cost and expense, any and all improvements, debris and materials of Grantee, which encroach into the Town Right-of-Way. If Grantee fails to exercise its duties under this Section, the Town shall have the right to remove said encroachments and restore the Town Right-of-Way, and Grantee shall reimburse the Town its full cost and expense for any such removal or restoration. Upon termination of this Agreement, the Town may cause a written notice of termination to be recorded in the office of the Dolores County, Colorado Clerk and Recorder. Notwithstanding the foregoing, Grantee may dismantle and reconstruct portions of the north wall of the Assay Building within the Encroachment Area as part of initial construction of the building incorporating it, and such work shall not trigger a termination of this Agreement and the Easement.
5. **INSURANCE.** Grantee shall keep and maintain, at their sole cost and expense, a general liability



insurance coverage for itself and for Grantee's, guests, invitees, contractors and consultants who use, repair, maintain or upgrade the Encroachments and naming the Town as an additional insured. Upon written request of the Town, Grantee shall provide the Town with certificates of insurance. The Policy shall include a provision requiring a minimum of thirty (30) days' notice to the Town of any change or cancellation.

6. COMPLIANCE WITH LAW. Grantee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Encroachment Area and Grantee's use of the Encroachment Area.
7. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, defend, save, and hold the Town, its officers, agents, servants, employees, boards and commissions harmless from and against:
  - A. Damage to Property, Grantee or Others. Any claims, suits, judgments, costs, attorneys' fees, loss, liability, damage or other relief, including but not limited to workers' compensation claims, to Grantee's encroachments and/or any person or property in any way resulting from or arising out of the existence of this Agreement or the existence, maintenance, use or location of Grantee's encroaching improvements within the Town Right-of-Way. In the event of any action against the Town, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless.
  - B. Mechanic's Liens. Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Grantee or work performed by or for Grantee upon or at the Encroachment Area or Grantee's property.

Such indemnification shall include the Town's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this Section 7 shall survive any termination of this Agreement.

8. BREACH AND LIMITS ON DAMAGES. If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the Town be liable to Grantee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Grantee against the Town for monetary damages. If any legal action is brought by the Town for the enforcement of any of the obligations of Grantee related to or arising from this Agreement and the Town is the prevailing party in such action, the Town shall be entitled to recover from Grantee reasonable interest and attorneys' fees.
9. MISCELLANEOUS.
  - A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Dolores County, Colorado.
  - B. No Waiver Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by any Party shall not constitute a waiver of any of the other terms or obligation of this Agreement
  - C. Integration This Agreement constitutes the entire agreement between the parties.

- D. Notice Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Town at PO Box 9, Rico, Colorado 81332 and to the Grantee at the Grantee's address of record in the Dolores County Assessor's office.
- E. Severability If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- F. Modification This Agreement may only be modified or amended upon written agreement of the Parties. No agent, employee, or representative of either party is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- G. Governmental Immunity Grantee and the Town are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the parties and their officers, attorneys or employees.
- H. Recordation This Agreement shall be recorded in the real property records of Dolores County, Colorado. Grantee shall reimburse the Town for recording fees.
- I. Execution This Agreement may be executed in counterparts. A signed digital copy of this Agreement shall have the same force and effect as a signed original document, and this Agreement may be recorded with such signatures.
- J. Binding Effect; Runs with Land All of the easements, benefits and rights reserved, granted, or agreed to herein and the terms, conditions, burdens and obligations imposed, covenanted, and agreed to herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties to this Agreement. This Agreement and the rights and obligations set forth in this Agreement run with the land, and thus to the then current owner of the Property, and not with Grantee as the prior owner.
- K. Counterparts This Agreement may be executed separately in counterparts and, when so executed, all such counterparts shall be deemed a single instrument binding upon all parties hereto notwithstanding the fact that all parties have not signed the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**TOWN OF RICO, COLORADO**

By: Barbara R. Sotto  
Mayor

Date: 5-28-2020

ATTEST:

Linda Yellowman  
Linda Yellowman, Town Clerk

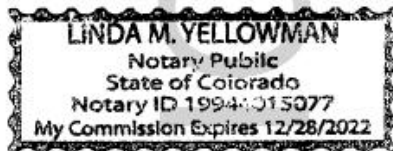
GRANTEE:

  
Raegan ElleaseDate: 5/28/20STATE OF Colorado )  
 ) ss.  
COUNTY OF Dolores )Subscribed and sworn to before me by Raegan Ellease, this 28 day of MAY, 2020.

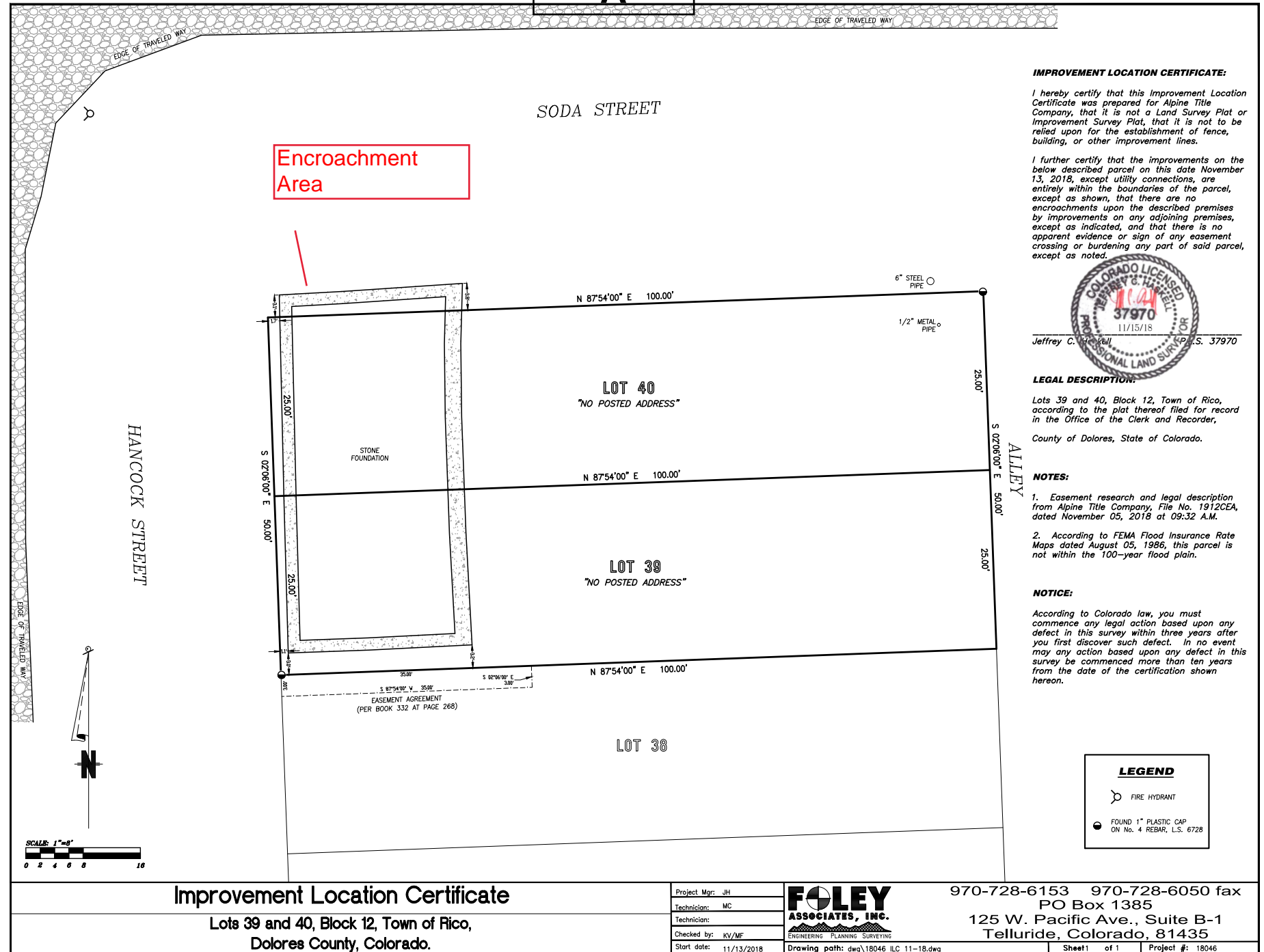
Witness my hand and official seal.

My commission expires: 12/28/2022

(SEAL)

  
Notary Public

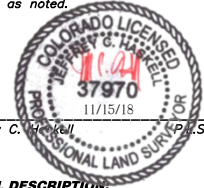
# EXHIBIT A



## IMPROVEMENT LOCATION CERTIFICATE:

I hereby certify that this Improvement Location Certificate was prepared for Alpine Title Company, that it is not a Land Survey Plat or Improvement Survey Plat, that it is not to be relied upon for the establishment of fence, building, or other improvement lines.

I further certify that the improvements on the below described parcel on this date November 13, 2018, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.



Jeffrey C. McKell, P.L.S. 37970

## LEGAL DESCRIPTION:

Lots 39 and 40, Block 12, Town of Rico, according to the plat thereof filed for record in the Office of the Clerk and Recorder,

County of Dolores, State of Colorado.

## NOTES:

- Easement research and legal description from Alpine Title Company, File No. 1912CEA, dated November 05, 2018 at 09:32 A.M.
- According to FEMA Flood Insurance Rate Maps dated August 05, 1986, this parcel is not within the 100-year flood plain.

## NOTICE:

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



Our approach.  
What makes our plans different.



**RESPONSIBLE**  
We apply sustainability principles to every blueprint through design, detailing, and materials.



**AFFORDABLE**  
We design for an affordable build, saving on framing costs by more than 40% with added room for insulation, which lowers heating & cooling costs.



**THOUGHTFUL**  
We design homes to be a template for experience, creating space to connect in.



**ENGINEERED**  
Each design is engineered by our structural team to ensure you are getting a ready-to-build, quality product. Need further structural assistance? We have your back.



① ELEVATION - EAST  
1/4" = 1'-0"



② ELEVATION - SOUTH  
1/4" = 1'-0"

THIS STUDY SET IS NOT FOR CONSTRUCTION. THIS STUDY SET DOES NOT INCLUDE A LICENSE TO BUILD.

It is illegal to recreate the plan in part or in full without purchasing the License to Build.  
Ready to build? Purchase your construction set and License to Build at [hereabouthome.com](https://www.hereabouthome.com)

hereabout

Space to connect in.  
[www.hereabouthome.com](https://www.hereabouthome.com)

Raegan Ellease - The Hangout V2

CLIENT NAME

CLIENT ADDRESS

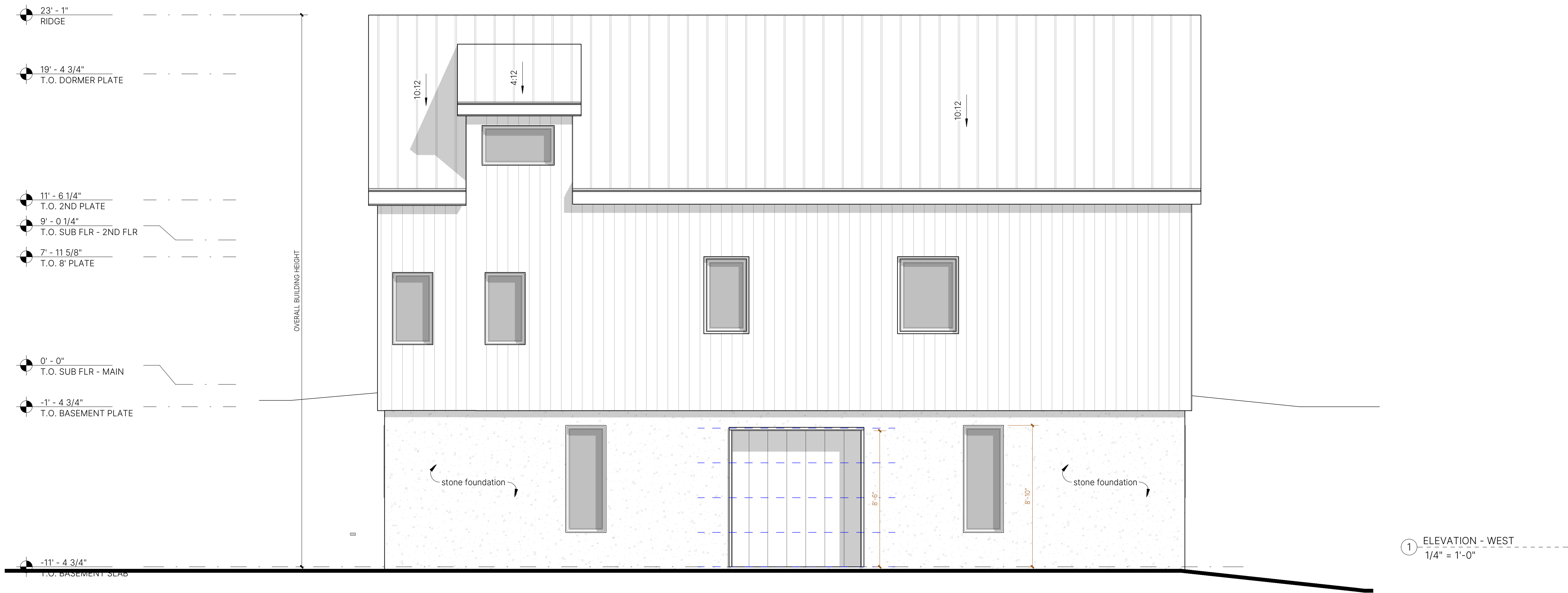
exterior elevations

1/4" = 1'-0"

PLAN SET - NOT FOR CONSTRUCTION

© 2024 WELKOM LLC

004



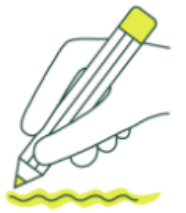
Our approach.  
What makes our plans different.



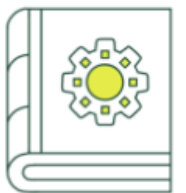
**RESPONSIBLE**  
We apply sustainability principles to every blueprint through design, detailing, and materials.



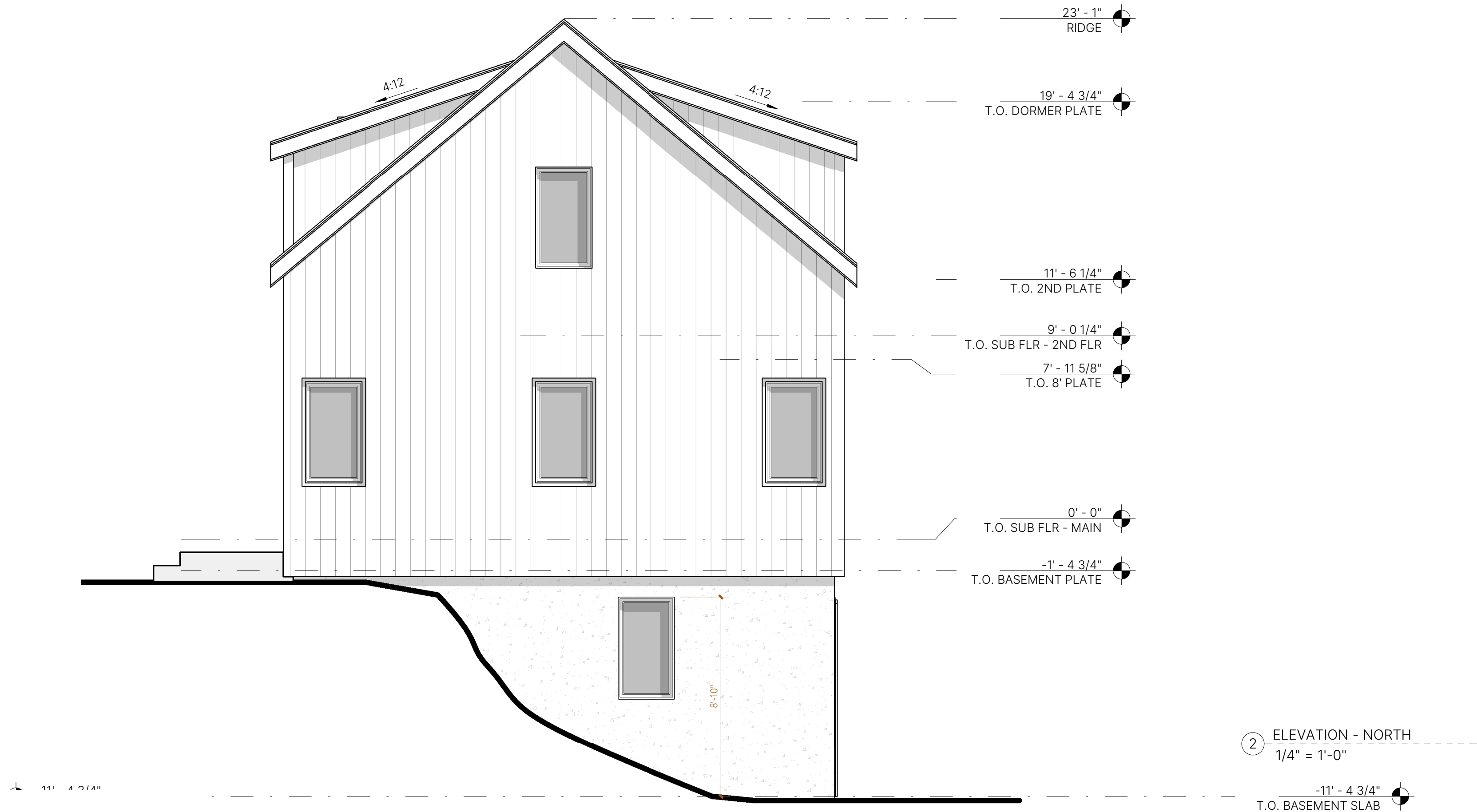
**AFFORDABLE**  
We design for an affordable build, saving on framing costs by more than 40% with added room for insulation, which lowers heating & cooling costs.



**THOUGHTFUL**  
We design homes to be a template for experience, creating space to connect in.



**ENGINEERED**  
Each design is engineered by our structural team to ensure you are getting a ready-to-build, quality product. Need further structural assistance? We have your back.



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hereabout

Space to connect in.

[www.hereaboutshome.com](http://www.hereaboutshome.com)

Raegan Ellease - The Hangout V2

CLIENT NAME

CLIENT ADDRESS

exterior elevations

1/4" = 1'-0"

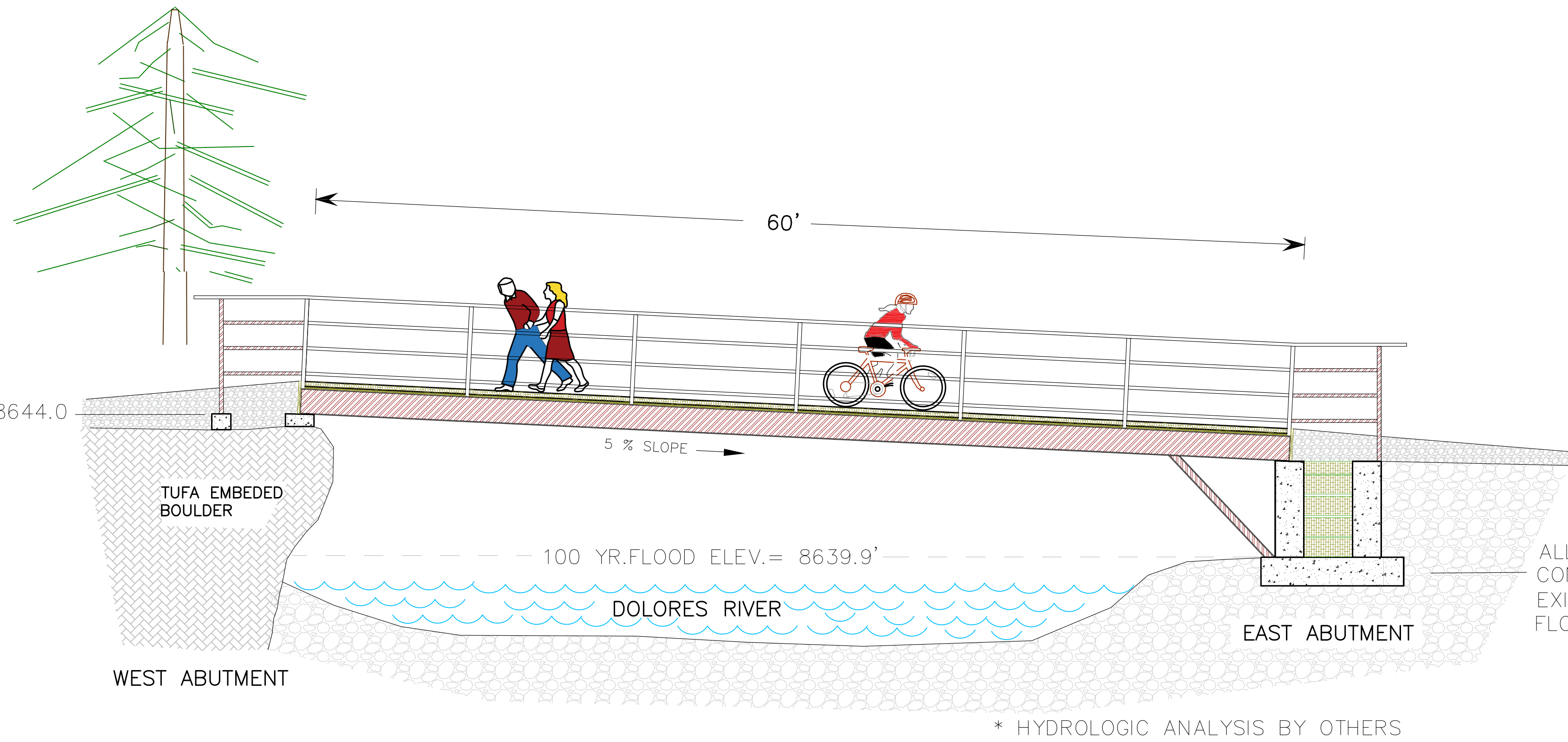
PLAN SET - NOT FOR CONSTRUCTION

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005



T.O.C. ELEV.= 8644.0

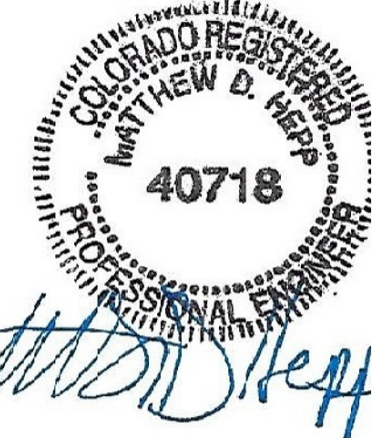
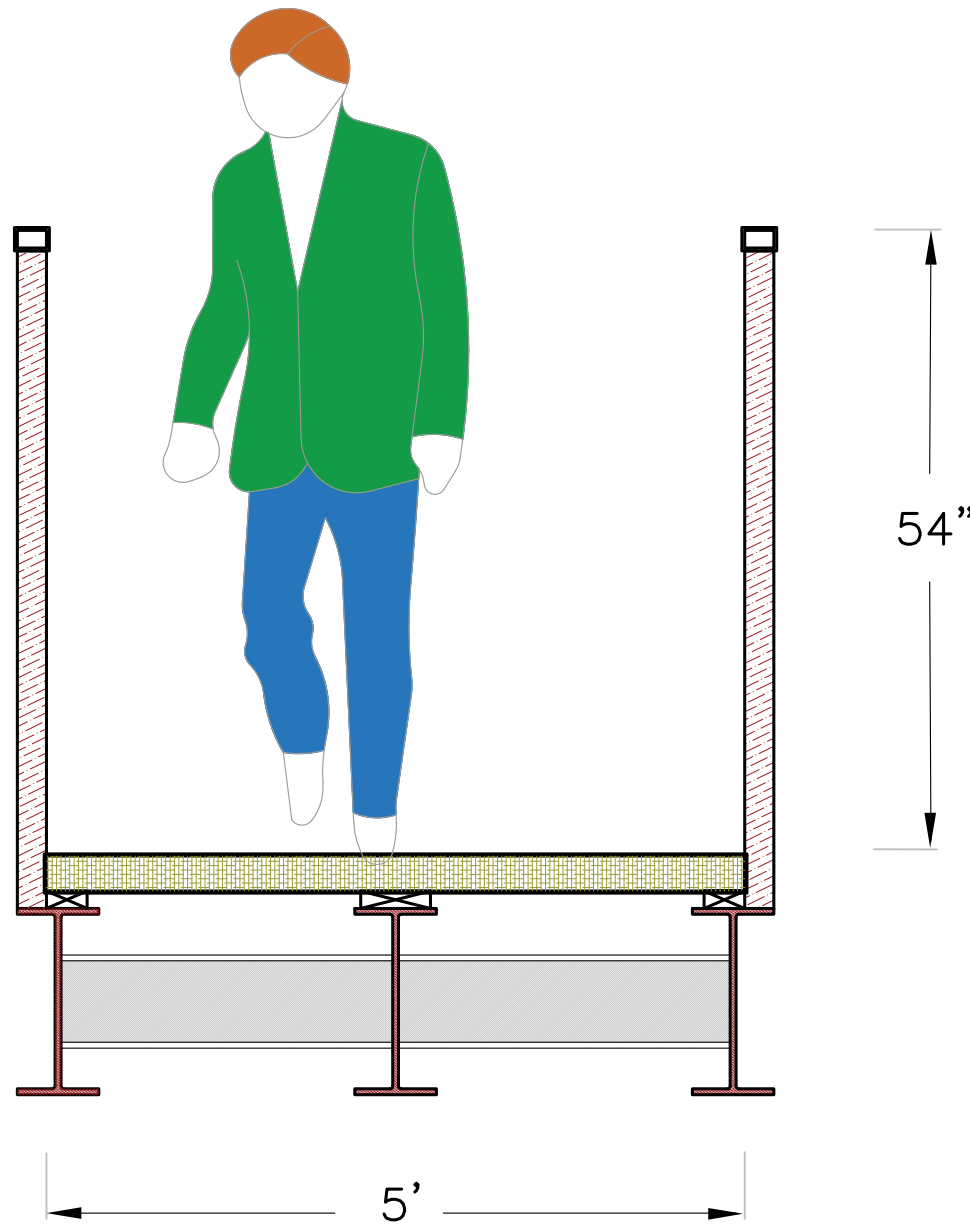


BRIDGE PROFILE VIEW

\* HYDROLOGIC ANALYSIS BY OTHERS

DOLORES RIVER TRAIL BRIDGE  
RICO TRAILS ALLIANCE

ALL GRADES ASSOCIATED WITH ABUTMENT  
CONSTRUCTION SHALL BE RESTORED TO PRE-  
EXISTING CONDITIONS SO AS NOT TO AFFECT  
FLOOD PLAIN BOUNDARY.

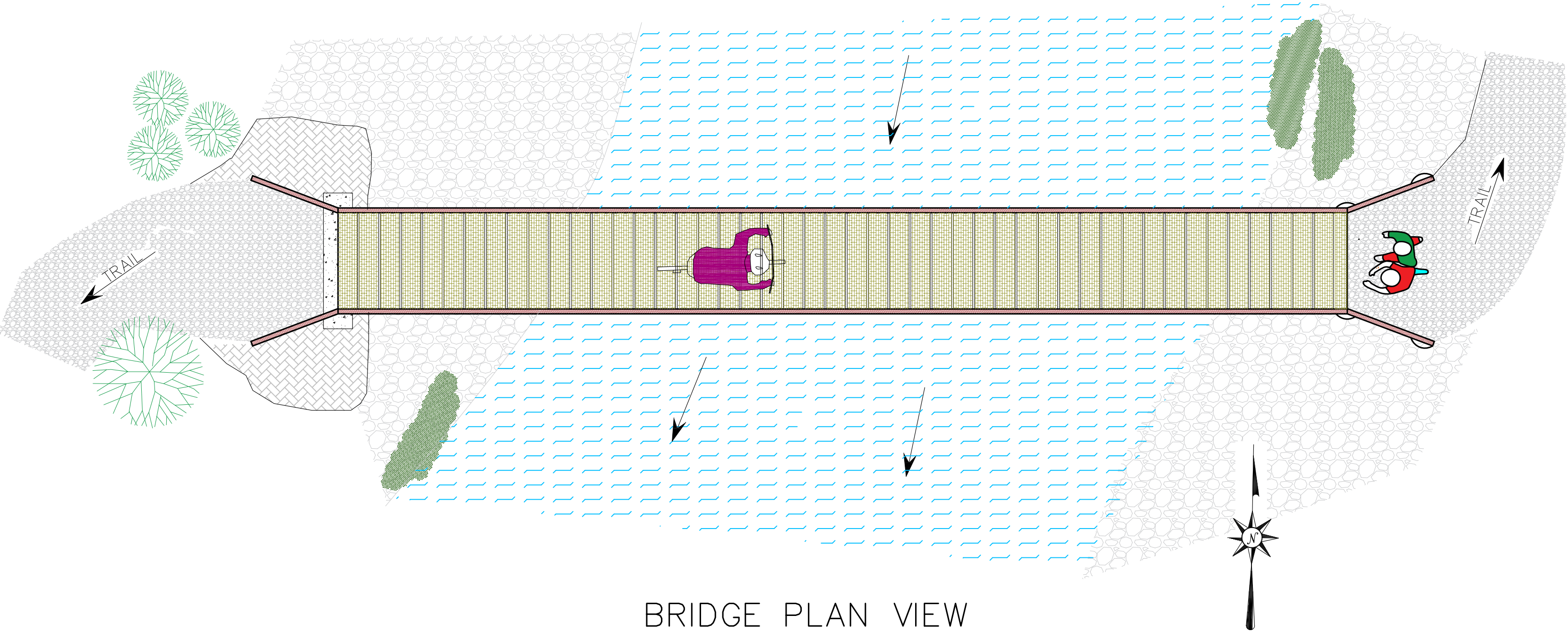


DESIGN CRITERIA:

AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS  
AASHTO LRFD GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES  
USFS TRAIL BRIDGE GUIDELINES AND SPECIFICATIONS  
SNOW LOAD = 99 POUNDS PER SQUARE FOOT (SEAC 2016)  
DESIGN DECK PEDESTRIAN LIVE LOAD = 90 PSF  
EXPOSURE CATEGORY = C  
WIND DESIGN LOAD = 115 MPH  
SOIL BEARING CAPACITY 5000 PSF  
ALLOWABLE SOIL BEARING CAPACITY 2500 PSF  
USGS STREAM STATS 100 YEAR PEAK FLOW: 2430 CFS  
USGS STREAM STATS 500 YEAR PEAK FLOW: 3510 CFS

BRIDGE STRUCTURE TO BE PLACED OUTSIDE OF 100 YR. FLOOD PLAIN  
LIMITS PER BULSON SURVEY

\* HYDROLOGIC ANALYSIS BY OTHERS



BRIDGE PLAN VIEW

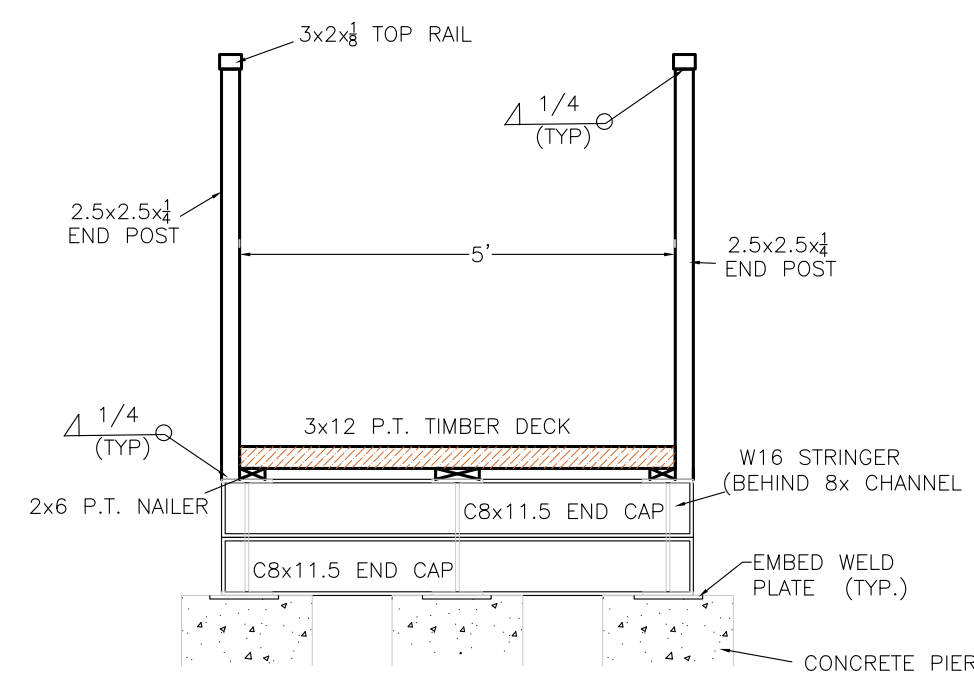
Project Title: DOLORES RIVER TRAIL BRIDGE, RICO TRAILS ALLIANCE  
Location: POPEK MINING CLAIM MS #336, 45731 HGWY 145, DOLORES COUNTY, RICO, COLORADO

Rev	Date	Description
1	7/14/24	Increase length to 60' (out of 100' yr. flood)
2	8/14/24	add notes about post construction grading

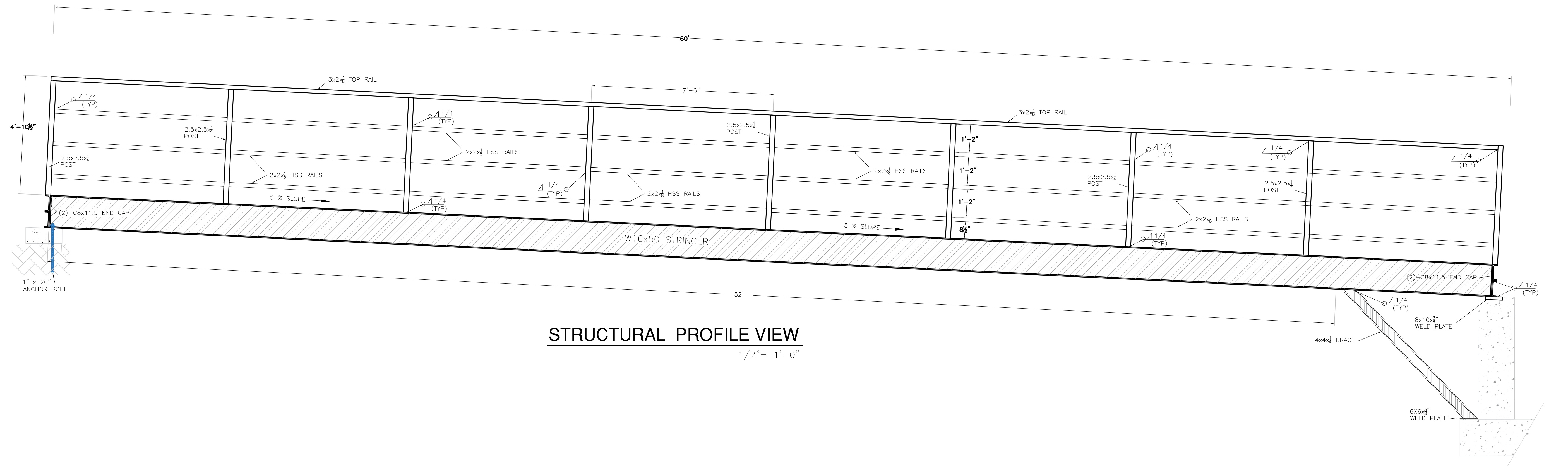
CANYON BRIDGE LLC  
Ph.970-318-0317  
P.O. Box 1381  
615 MOFFAT STREET  
Ridgway, Co 81432

DRAWING DATE: JULY 14, 2024  
SHEET 1 / 4  
PROJECT: DOLORES TRAIL BRIDGE



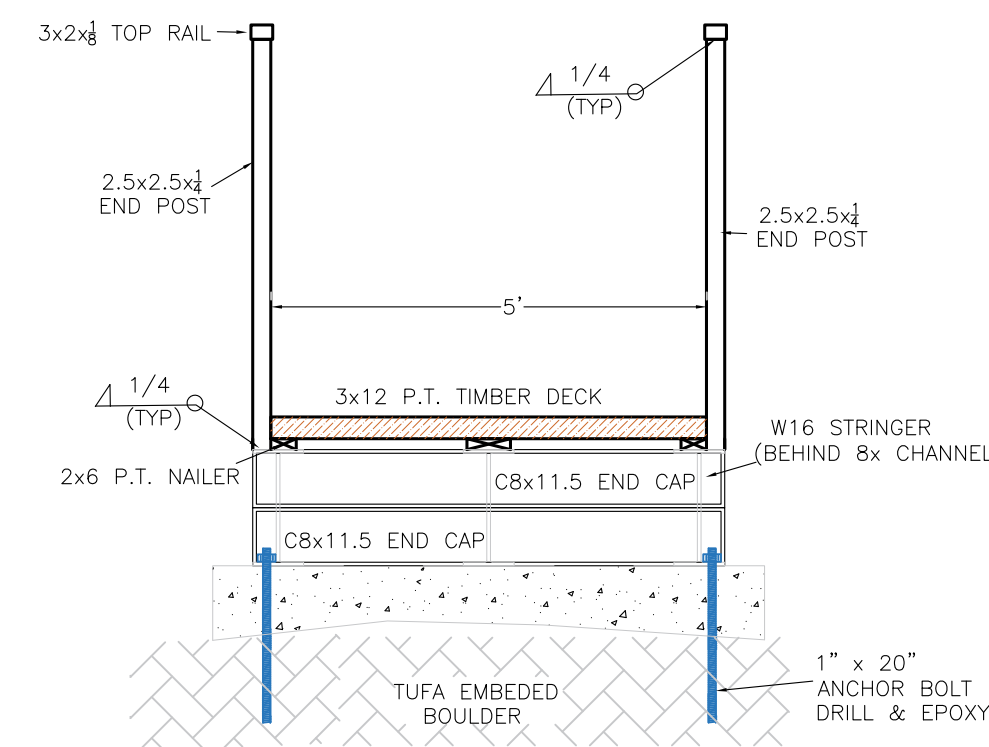


**EAST END VIEW**

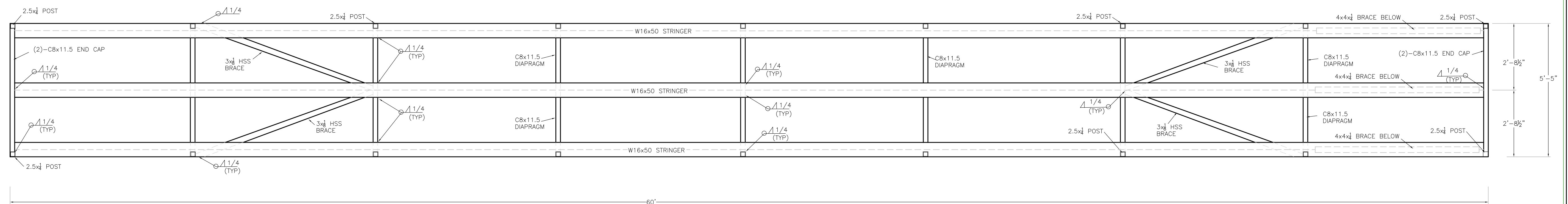


**STRUCTURAL PROFILE VIEW**

1/2" = 1'-0"

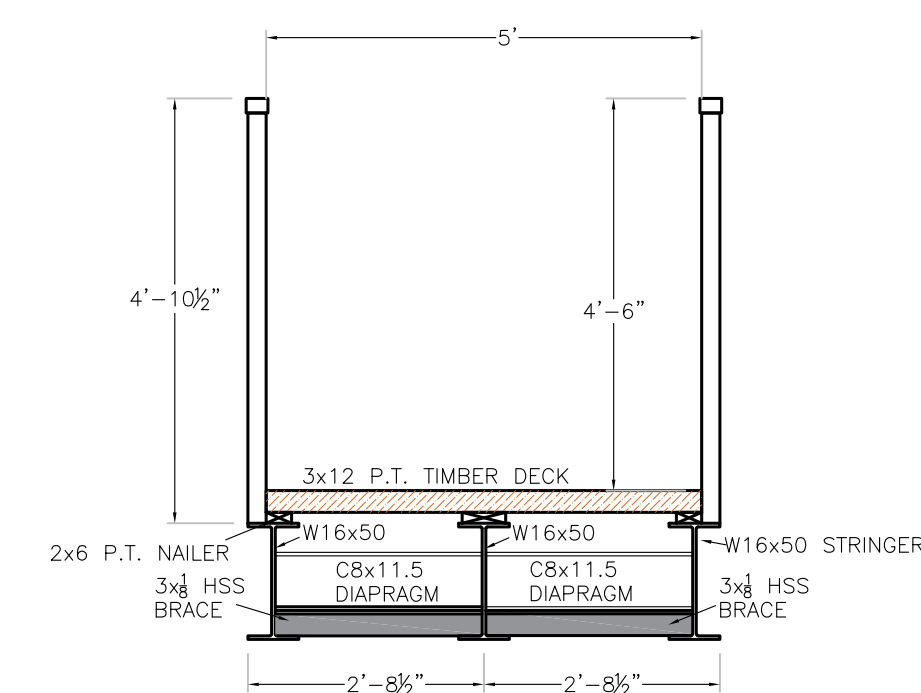


**WEST END VIEW**

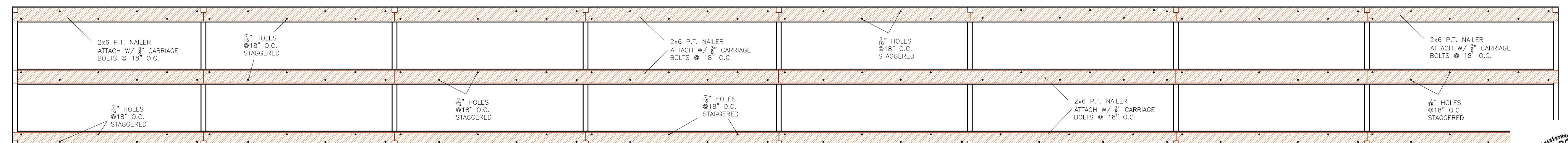


**STRUCTURAL PLAN VIEW**

1/2" = 1'-0"



**SECTION VIEW**



**NAILER PLAN VIEW**

1/2" = 1'-0"

**Project Title:** DOLORES RIVER TRAIL BRIDGE, RICO TRAILS ALLIANCE  
**Location:** POPEK MINING CLAIM MS #336, 45731 HGWAY 145, DOLORES COUNTY, RICO, COLORADO

Rev	Date	Description
1	7/14/24	Increase length to 60' (out of 100'yr. flood)

**CANYON BRIDGE LLC**

Ph.970-318-0317  
P.O. Box 1381  
615 MOFFAT STREET  
Ridgway, Co 81432

DRAWING DATE: JULY 14, 2024

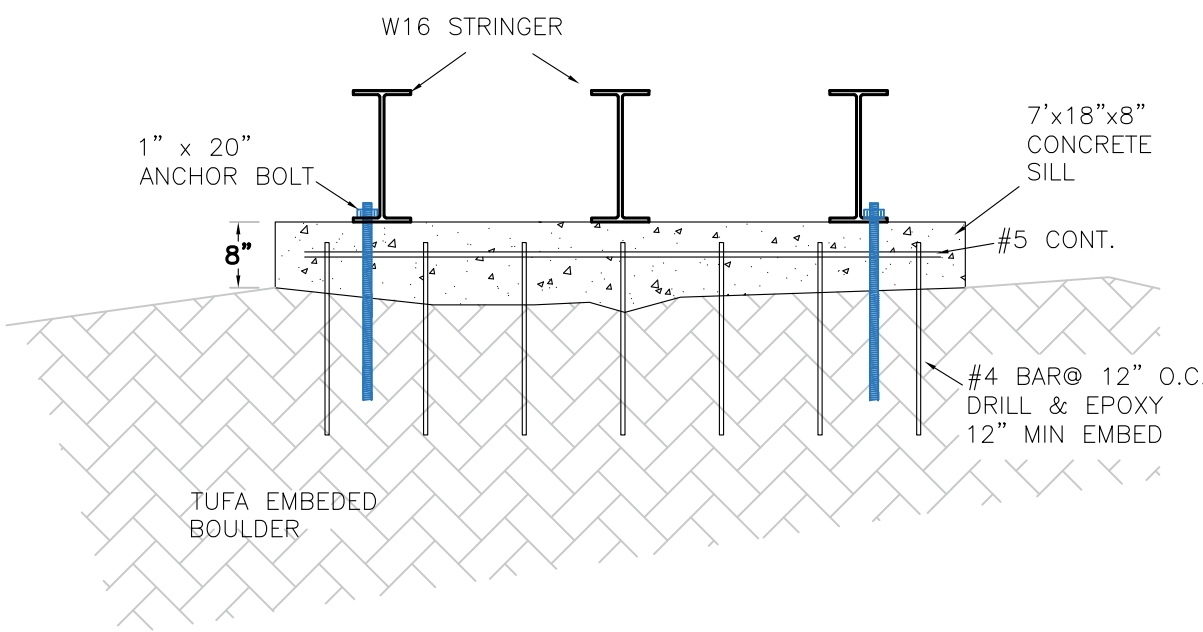
SHEET 2 / 4

PROJECT: DOLORES TRAIL BRIDGE



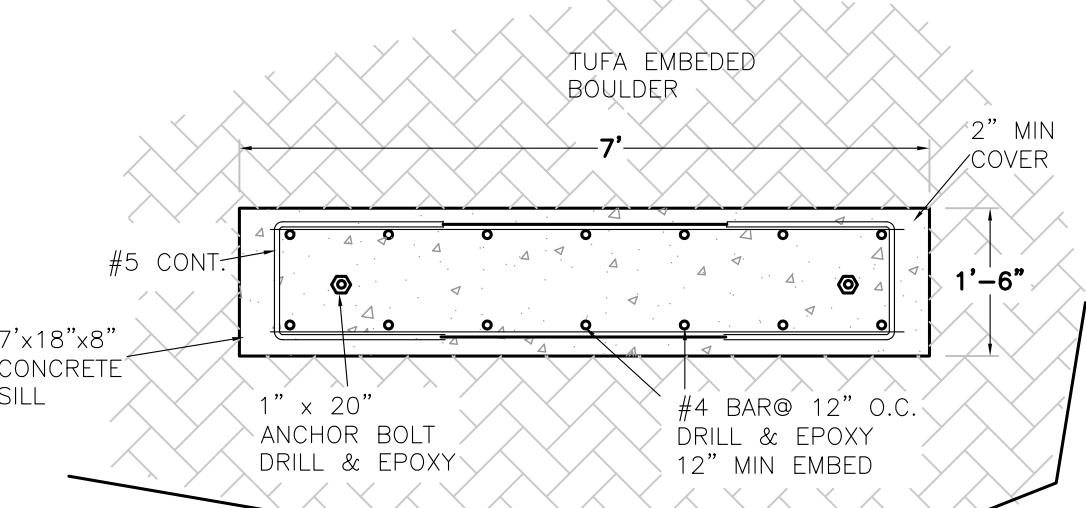


WEST ABUTMENT



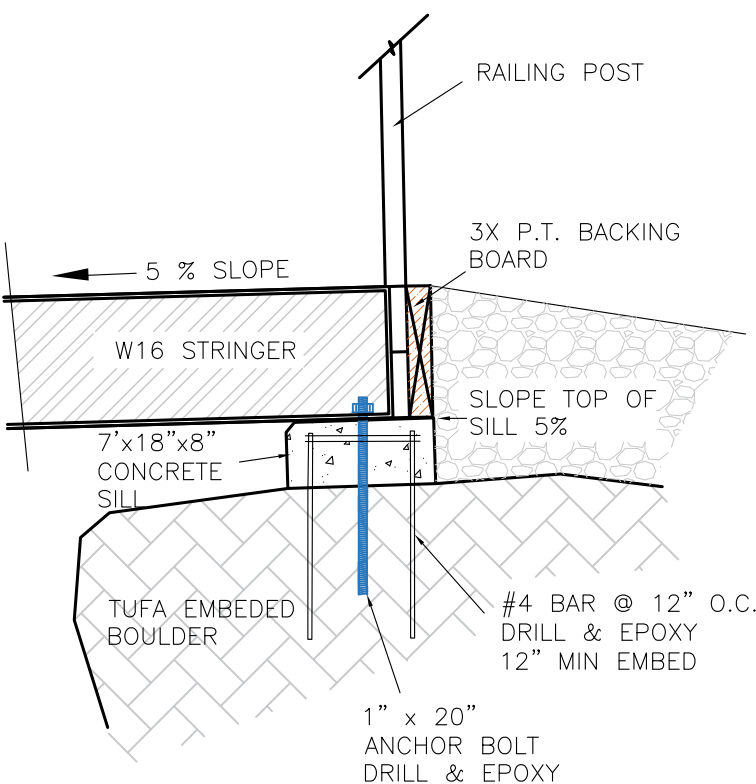
FRONT VIEW

1/2" = 1'-0"



PLAN VIEW

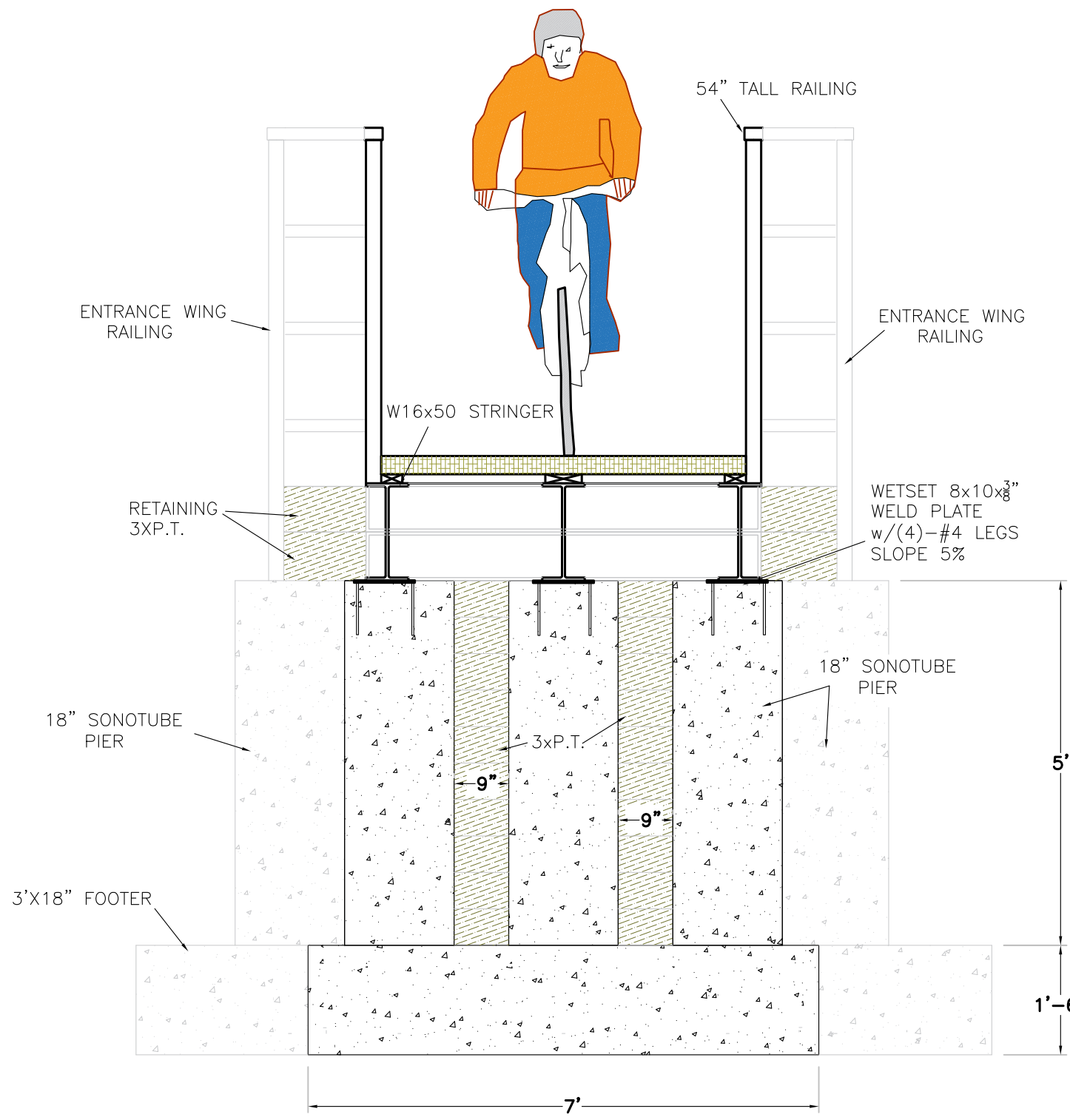
1/2" = 1'-0"



SIDE VIEW

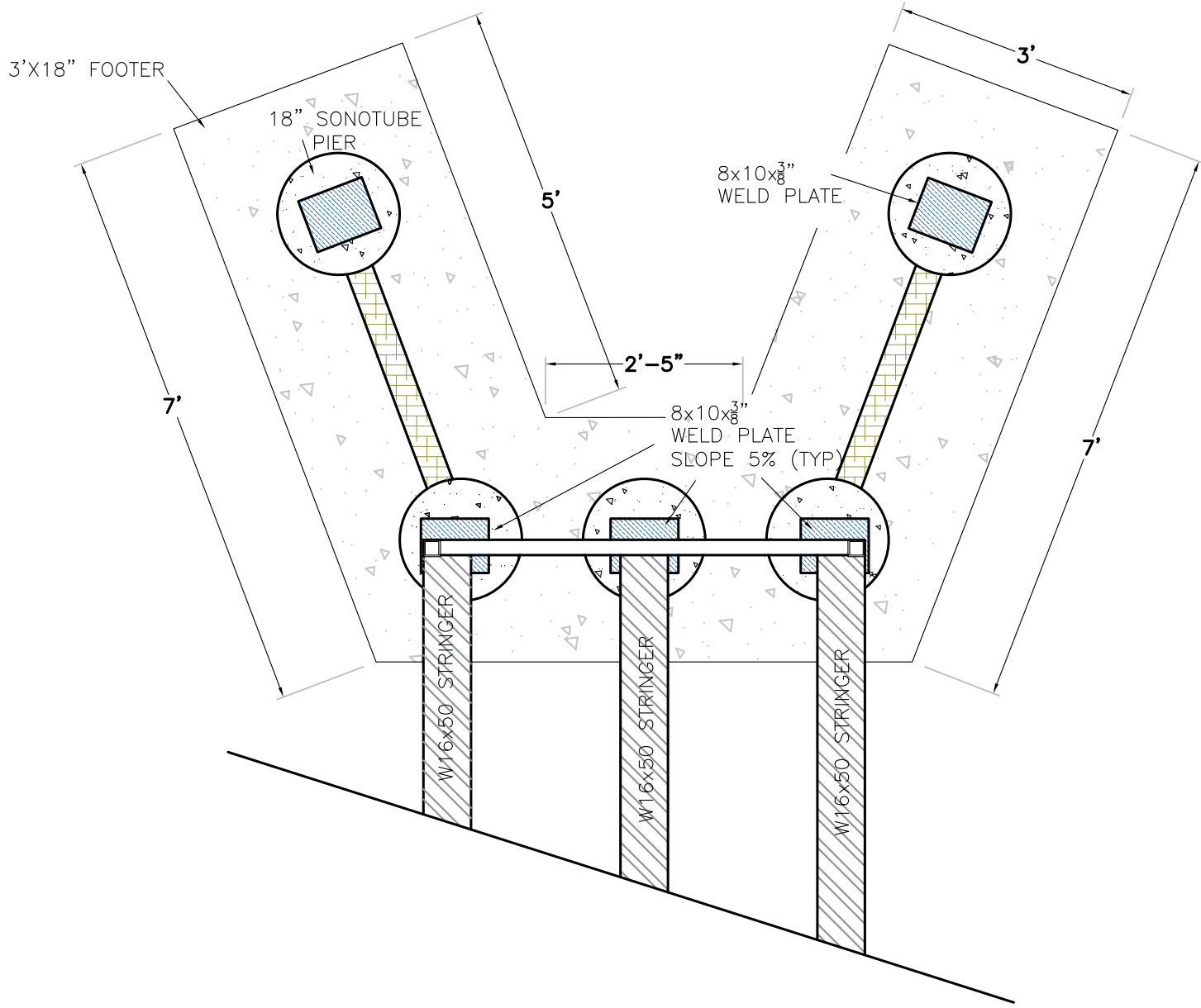
1/2" = 1'-0"

EAST ABUTMENT



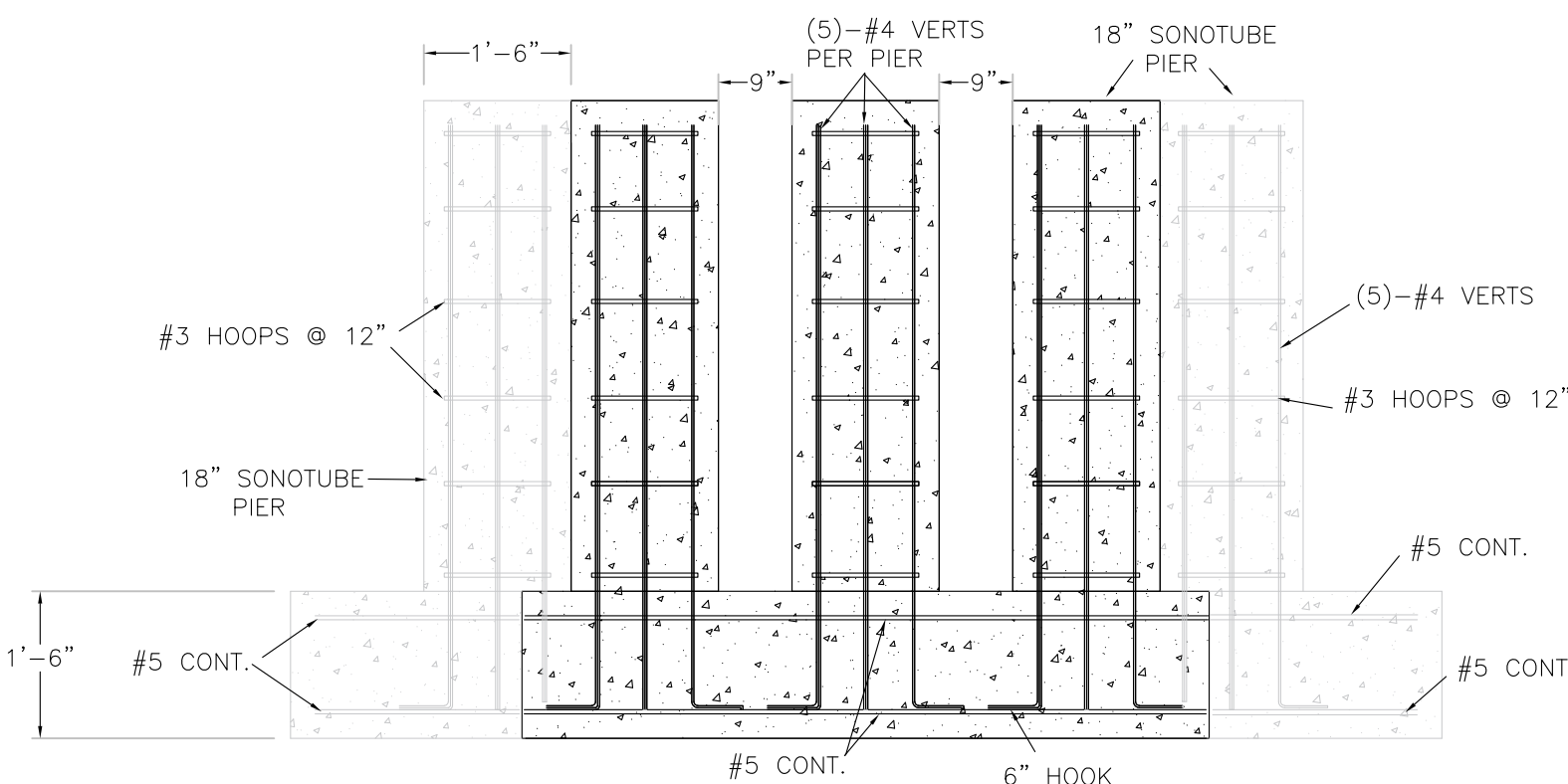
SECTION VIEW

1/2" = 1'-0"



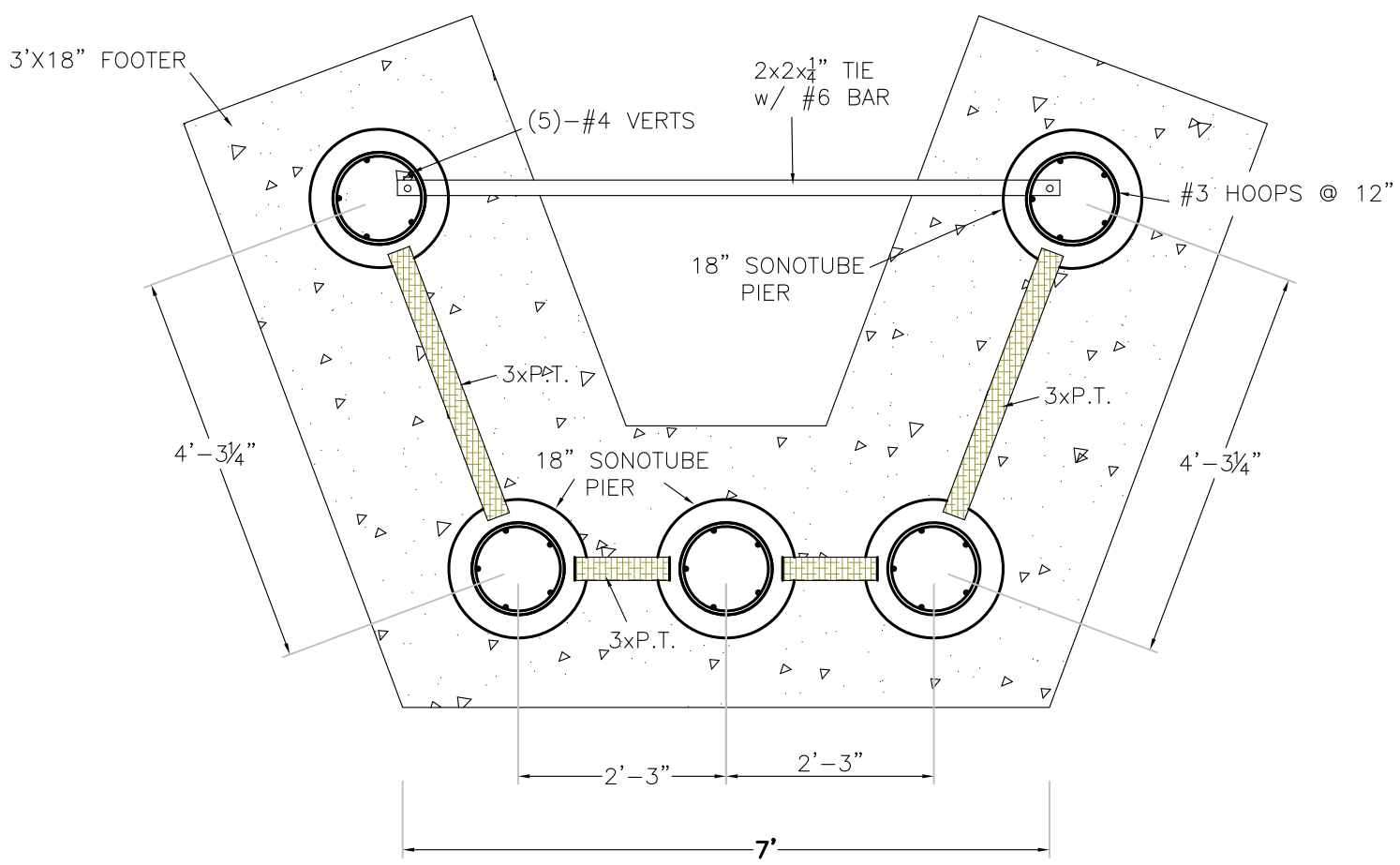
PLAN VIEW

1/2" = 1'-0"



REINFORCING FRONT VIEW

1/2" = 1'-0"



REINFORCING PLAN VIEW

1/2" = 1'-0"

Project Title: DOLORES RIVER TRAIL BRIDGE, RICO TRAILS ALLIANCE  
Location: POPEK MINING CLAIM MS #336, 45731 HWY 145, DOLORES COUNTY, RICO, COLORADO

Rev	Date	Description
1	7/14/24	Increase length to 60' (out of 100' yr. flood)

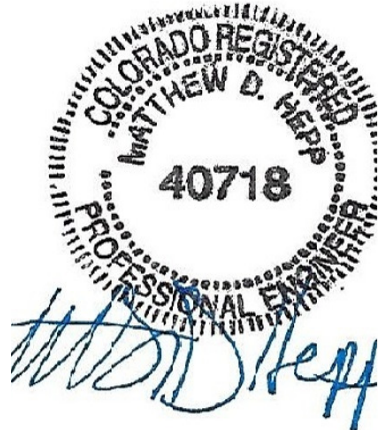
CANYON BRIDGE LLC

Ph.970-318-0317  
P.O. Box 1381  
615 MOFFAT STREET  
Ridgway, Co 81432

DRAWING DATE: JULY 14, 2024

SHEET 3 / 4

PROJECT: DOLORES TRAIL BRIDGE





DESIGN CRITERIA:

AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS  
AASHTO LRFD GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES  
USFS TRAIL BRIDGE GUIDELINES AND SPECIFICATIONS  
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DESIGN DECK PEDESTRIAN LIVE LOAD = 90 PSF  
EXPOSURE CATEGORY = C  
WIND DESIGN LOAD = 115 MPH  
SOIL BEARING CAPACITY 5000 PSF  
ALLOWABLE SOIL BEARING CAPACITY 2500 PSF  
USGS STREAM STATS 100 YEAR PEAK FLOW: 2430 CFS  
USGS STREAM STATS 500 YEAR PEAK FLOW: 3510 CFS

BRIDGE STRUCTURE TO BE PLACED OUTSIDE OF 100 YR.  
FLOOD PLAIN LIMITS PER BULSON SURVEY.

CONCRETE

1. CONCRETE FOR FOOTINGS AND SLABS SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS FROM INITIAL DATE OF POUR.
2. ENTRAINED AIR CONTENT 5%.
3. ALL DOWELS, HOLDOWNS, ANCHORS, BOLTS AND INSERTS TO BE SECURED ACCURATELY IN PLACE UNTIL CONCRETE HAS HARDENED.
4. POTABLE WATER SHALL BE USED IN CONCRETE MIX.
5. FOUNDATION GRADE BEAM SHALL BE BACKFILLED WITH FREE DRAINING GRANULAR NATIVE MATERIAL
6. ALL CONCRETE SHALL BE MECHANICALLY VIBRATED.
7. CHAMFER ALL EXPOSED EDGES 3/4".
8. (2) TEST CYLINDERS TO BE TAKEN FOR EACH POUR AND LAB TESTED AT 28 DAYS

REINFORCING STEEL

1. REINFORCING STEEL SHALL BE OF NEW STOCK DEFORMED BARS CONFORMING TO ASTM A-615 GRADE 60
2. ALL #5 HORIZONTAL BAR SPLICES SHALL BE A MIN. 24".
3. ALL BAR BENDS SHALL BE MADE COLD.
4. ALL BARS SHALL BE FREE OF DIRT, DUST, RUST GREASE, MILL SCALE OR ANY OTHER MATERIAL WHICH MIGHT AFFECT ITS BOND TO CONCRETE.
5. ALL BAR SHALL HAVE A MINIMUM OF 3" OF CLEARANCE TO FACE OF FORM
6. EPOXY SHALL BE HILTI HIT-HY 200R OR AC100 DEWALT

ANCHOR BOLTS

1. ANCHOR BOLTS SHALL BE 1" ASTM F 1554 GRADE 105 GALVANIZED ANCHOR RODS w/ 2 NUTS AND WASHERS
2. EPOXY SHALL BE HILTI HIT-HY 200R or DEWALT AC100

BACKFILL

1. BACKFILL SHALL CONSIST OF NATIVE GRAVEL SOILS OR IMPORTED CLASS 6 ROADBASE.

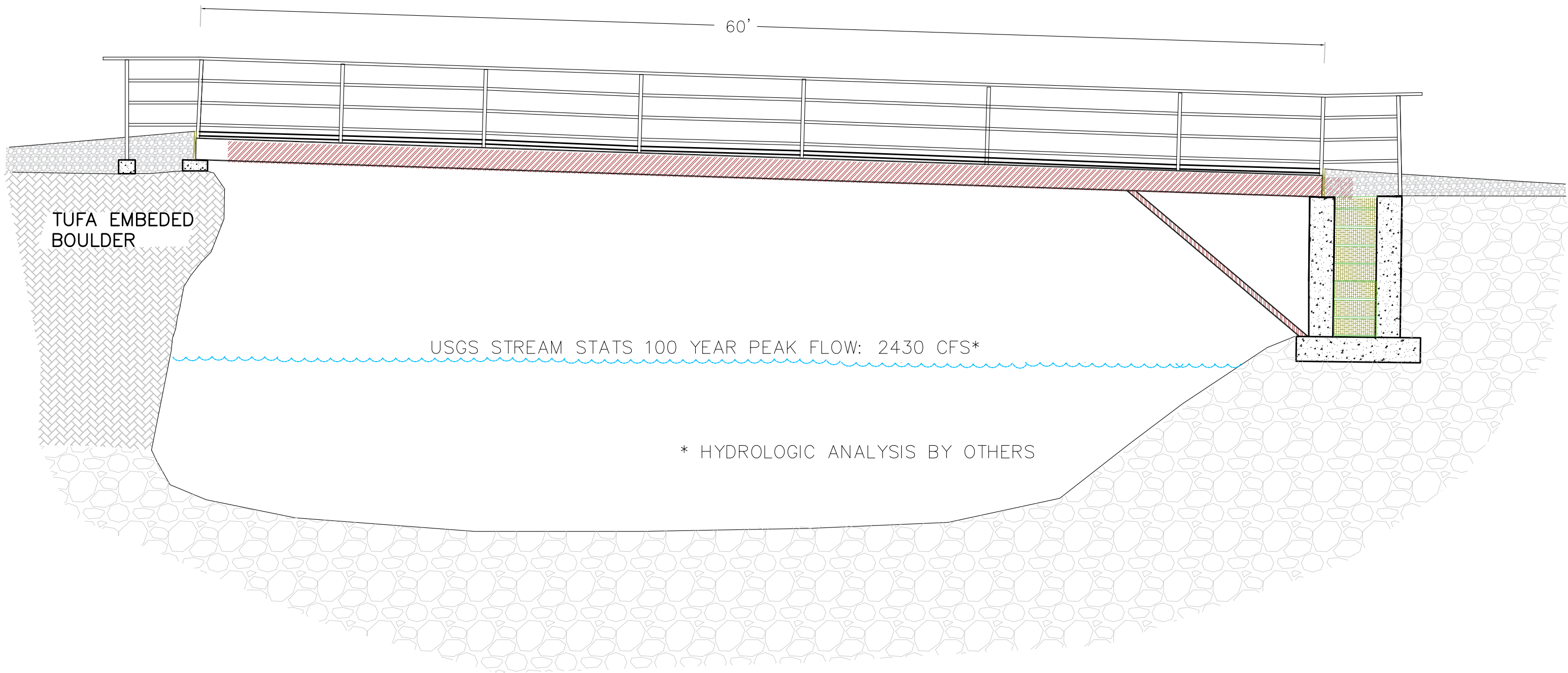
ELOSTOMERIC BEARING PADS

1. BEARING PADS SHALL BE ELASTOMERIC, GRADE 3, DURO HARDNESS 50

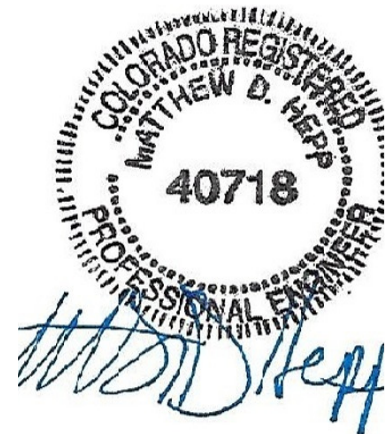
TIMBER

1. TIMBER DECKING AND BACKING PLATE SHALL BE 3"x12" NOMINAL D.F.
2. TIMBER TREATMENT PRESERVATIVE TREATMENT SHALL BE CA-C-BULKHEAD CA-C-DECK

\*NOTE: CONTRACTOR SHALL BEAR RESPONSIBILITY TO VERIFY ALL DETAILS, DIMENSIONS, AND ELEVATIONS PRIOR TO CONSTRUCTION.



Alpine Edge Engineering (Matt Hepp, PE) has reviewed this pedestrian bridge design and has inspected the site and soils conditions for structural design criteria. AEE accepts no responsibility for hydrologic flow analysis or required clearance from river flow. AEE shall be notified for inspection of completed structure prior to public use.



Project Title: DOLORES RIVER TRAIL BRIDGE, RICO TRAILS ALLIANCE

Location: POPEK MINING CLAIM MS #336, 45731 HGWY 145, DOLORES COUNTY, RICO, COLORADO

Rev	Date	Description
1	7/14/24	Increase length to 60' (out of 100'yr. flood)

CANYON BRIDGE LLC

Ph.970-318-0317  
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Ridgway, Co 81432

DRAWING DATE: JULY 14, 2024

SHEET 4 / 4

PROJECT: DOLORES TRAIL BRIDGE

# Understanding Energy Performance Contracting



## Step 1: Get Organized & Contact the Colorado Energy Office

If your eligible organization may benefit from facility improvements and lower operating costs, contact the Colorado Energy Office EPC team to discuss whether we can help accomplish your facility energy goals. The team will provide an “**EPC 101**” that explains the program steps and highlights the Energy Office’s technical and contracting assistance.

If EPC looks like an appropriate tool to meet your needs, we will establish you as a client and dedicate staff to develop a project. Clients are required to complete an **EPC Program Memorandum of Understanding** with the Energy Office before moving forward.

## Step 2: Select a Pre-Qualified ESCO

The EPC program works alongside industry experts to evaluate facilities and recommend facility improvements measures. A list of program **Pre-qualified ESCOs** is available for review.

EPC program clients have access to our RFP templates, document preparation services, sample interview questions, and scoring guides to help select an ESCO.

## Step 3: Receive an Investment Grade Audit (IGA)

The EPC program provides clients and ESCOs with a template Investment Grade Audit Contract approved by the Attorney General’s Office.

After choosing an ESCO, the client will undergo a detailed assessment of its facilities. The investment grade audit will identify:

- Facility improvement measures
- Utility and operational savings
- Fleet conversion & fuel savings
- Eligible grants and incentives
- Capital and financing solutions

If you plan to utilize 3rd party financing for your project, your IGA will identify a project that meets these statutory requirements:

- Guarantees utility cost savings
- Three years of measurement & verification, reviewed by a 3rd party\*
- Finance period shorter than cost-weighted average life of installed equipment
- Cash flow positive for each year of financing period

*\* The CEO EPC program offers this review free of charge to program participants*

# Understanding Energy Performance Contracting



## Step 4: Execute and Implement an Energy Performance Contract (Construction)

The EPC program provides clients with a template Energy Performance Contract, Measurement and Verification Guidelines and Commissioning Guidelines to develop a draft contract.

CEO and/or your ESCO provide an overview of Measurement and Verification (M&V) options and project implications. With CEO assistance, develop an EPC that meets all your technical, financial and legal requirements as well as those of the Colorado EPC Program.

Your ESCO provides an acceptable M&V plan following CEO Measurement and Verification Guidelines. CEO provides a financing RFP that your team can utilize to select the best financial partner for your project. After contract execution, construction begins and your ESCO sees that facility improvement measures are installed and commissioned as specified.

Your ESCO provides you and the CEO with a Post Implementation Report that documents as-built conditions and any changes to the energy savings guarantee.

## Step 5: Measurement & Verification

Once construction is complete, clients immediately realize energy cost savings. Your ESCO verifies savings through post-implementation measurement & verification activities and summarizes the results in annual reports reviewed by the CEO EPC team.

The CEO EPC Program ensures that all projects follow programmatic requirements for commissioning and measurement & verification of savings.



**01** **\$846M invested in facility improvements** through EPC



**02** **Achieving 292M kWh in annual electricity savings**



**03** **\$52M in annual cost savings** for public jurisdictions