

Town of Rico Memorandum

Date: January 9, 2025

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

### **Consideration of quarter 4 financial statements (Pg. 7-21)**

Included in the packet are quarter 4 financial reports. Below is a review of the financial performance of the Town of Rico's funds for the fourth quarter of 2024, highlighting key trends and significant variances. Across all funds, the Town of Rico achieved a stronger-than-expected financial position in Q4 2024. Most funds outperformed revenue projections, with notable gains in property taxes, sales and use taxes, and interest income. Unexpected revenue sources such as the Water System Improvement Fee further contributed to positive results. Operating expenses were generally well controlled, with several funds realizing significant savings. However, certain areas in the General Fund saw overspending, including attorney pass-through costs, sales and use tax transfers, and in the Water Fund including repairs/maintenance. (Attorney pass-through costs are reimbursed by ARCO and sales and use tax transfer is required to the voter approved sales tax measure)

#### **General Fund**

- Highlights: Strong revenue performance, particularly in sales and use tax (\$442,587.32 actual vs. \$220,000.00 budgeted), added \$222,587.32 more than anticipated. Property tax revenues of \$120,672.57 also outperformed the budget by \$22,092.57 (22.41% favorable variance), driven by reimbursement from DOLA for lost taxes due to a statewide property tax relief bill. Interest income provided a significant boost at \$64,469.83, more than tripling the budgeted \$20,000.00
- Key Variances: Attorney Pass-Through Costs: Overspending of \$110,071.40 will be fully reimbursed by ARCO, neutralizing the financial impact. Miscellaneous Expenses: Exceeded the budget by \$16,715.59. This was due to the water truck rental that was reimbursed by ARCO. Due to the way the reimbursement payment was made the funds were placed into the attorney pass-through revenue account. 20% of the sales and use tax revenue must be transferred to the street and park fund comply with a voter-approved measure, ensuring alignment with fund allocation requirements.

#### **Street Fund**

- Highlights: Total net income of \$38,550.33, far exceeding the budgeted deficit of \$(39,735.00). Mineral leasing revenues were 602.53% above budget, providing a substantial financial boost.
- Key Variances: Fuel Expenses were \$8,752.87 under budget due to modest snow year

#### **Water Fund**

- Highlights: Water revenues were \$14,332.03 above budget
- Key Variances: Repairs/Maintenance Costs: \$10,972.12 over budget due to unexpected repairs.

#### **Sanitation Fund**

- Highlights: Surplus of \$7,509.51 compared to the budgeted deficit of \$(11,625.00).
- Key Variance: Lower engineering expenses resulted in a variance of \$18,272.42. This is due to the work being conducted for the environmental assessment report carrying over into 2025.

#### **Park Fund**

- Highlights: Total net income of \$106,026.19, far exceeding the budgeted deficit of \$(39,860.00). This is due to the park project continuing into 2025.
- Key Variances: Miscellaneous expenses exceeded the budget by \$10,750.00, this was due to the pass-through payment of a grant to the Rico Trails Alliance

#### **Conservation Trust Fund**

- Highlights: Surplus of \$46,519.69 due to higher lottery proceeds and no capital park improvement expenses incurred.
- Key Variance: \$45,000 budgeted for park improvements remained unused, creating a favorable variance. These funds will be expended during 2025 as the project nears completion

Year End Close Budget Comparison FY 2024			
Account	Projected Year End Closing Balance	Actual Year End Close Balance	Year to Date Variance
General Fund	\$681,388.00	\$788,573.87	\$107,185.87
Water Fund	\$293,085.00	\$401,352.52	\$108,267.52
Street Fund	\$113,579.00	\$209,608.88	\$96,029.88
Sewer Fund	\$190,226.00	\$211,969.77	\$21,743.77
Park Fund	\$55,707.00	\$210,772.71	\$155,065.71
CTF	\$5,096.00	\$52,992.82	\$47,896.82

*Recommended Action:* Approve Quarter 4 financial reports as presented

#### **Determination of location for United States Forest Service interpretive signs (Pg. 22-26)**

Michelle Stevens, Heritage Program Lead USFS, will be attending the meeting via zoom to discuss the placement of two USFS interpretive signs. One would be a replacement for an existing sign that has faded and the other a new sign per the requirements of Atlantic Richfield CO. STA-2020 MOA stipulation IB interpretation. Included in the packet are correspondences from Michelle Stevens along with images of the proposed signs.

*Recommended Action:* Approve a location for the placement of the USFS interpretive signs.

#### **Consideration of becoming a concurring party to a Memorandum of Agreement between the USDA Forest Service, San Juan National Forest, and the Colorado State Historic Preservation Officer, pursuant to 36 CFR § 800.6, regarding adverse effects to site 5DL.478 from the Rico Trails (Rio Grande Southern Trail Connector) Project in Dolores County, Colorado. (Pg. 27-36)**

The U.S. Forest Service has provided the finalized Memorandum of Agreement (MOA) for the proposed construction of a 1.7-mile trail along the historic Rio Grande Southern Railroad right-of-way. The MOA has been included in the packet for the Board's review. This project spans both National Forest System lands (0.5 miles) and private easements (1.2 miles) held by the Town of Rico, which were authorized under the Rico Trails Project.

The Forest Service has determined, in consultation with the Colorado State Historic Preservation Officer (SHPO), that the trail construction may have adverse effects on the historic railroad grade, potentially accelerating its deterioration. To comply with the National Historic Preservation Act, the Forest Service has initiated an MOA to outline mitigation measures addressing these impacts. The Town of Rico has been invited to participate as a consulting party, providing an opportunity to review project details, propose mitigation strategies, and concur with the final agreement.

The agreement includes provisions for preserving the historical integrity of the railroad grade while balancing the recreational benefits of the trail.

This topic was presented to the Board at the November 20, 2024 meeting. Motion below:

**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.

*Recommended Action:*

Approval of becoming a concurring party to a Memorandum of Agreement between the USDA Forest Service, San Juan National Forest, and the Colorado State Historic Preservation Officer, pursuant to 36 CFR § 800.6, regarding adverse effects to site 5DL.478 from the Rico Trails (Rio Grande Southern Trail Connector) Project in Dolores County, Colorado.

**Park and recreation project update (Pg. 37-38)**

Included in the packet is an update on the current status of the parks and recreation project. Christine Fisher, FMP consulting, will be in attendance via zoom to answer any questions.

**Rico area backcountry radio zones (Pg. 39)**

The CAIC and Friends of the San Juans are spearheading a collaborative effort with other regional organizations, SAR teams, and guides to delineate and publish common-use backcountry radio zones and channels throughout the San Juan region, including a single “Core” channel in the Rico area that covers both sides of the valley for reliable communication and response coordination. Todd Gilman, CAIC, will be in attendance to the program’s development, explore potential rollout approaches and timelines, and focus specifically on how the local channel will operate. Included in the packet is a map of the Rico area backcountry radio zones with their corresponding channel.

**Voluntary lead soils clean up (“VCUP”) update (Pg. 40-105)**

Included in the packet is a memo outlining the recent road resampling results, as well as an RFP that staff plans to issue—pending the board’s review—for dust suppression on town streets in spring 2025

**Rico water system and public works**

Mayor Fallon has requested that all Board members be prepared to discuss the current state of the water system and the Town’s Public Works Department, which will help guide staff in drafting a resolution to prioritize the water system and future repairs.

**CIRSA Board training**

As previously discussed, Sam Light, Deputy Executive Director and General Counsel for CIRSA, has offered to lead a training session for the Board of Trustees. This session provides an excellent opportunity to deepen the Board’s understanding of responsibilities, governance practices, quasi-judicial hearings, and other relevant topics. Following the Board’s direction to explore March dates, Sam Light has confirmed his availability for an in-person training session at 7:00 PM on March 6, 10, or 20.

## RICO TOWN BOARD MEETING MINUTES

Date: December 18, 2024  
Call to Order 7:01PM

### Trustees Present:

Mayor Patrick Fallon  
Mayor Pro Tem Cristal Hibbard  
Trustee Joe Dillsworth  
Trustee Benn Vernadakis  
Trustee Gerrish Willis  
Trustee Scott Poston (Zoom)

### Trustees Absent:

Trustee Chris Condon

### Staff Present.

Chauncey McCarthy, Anna Wolf (Zoom),

### Approval of the Agenda

#### Motion

To approve the agenda.

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

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

### Approval of the Minutes

#### Motion

To approve the minutes of November 20.

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

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

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

### Public Comment:

Skip Zeller asks certification on time limit on public comment. Geo Thermal update. The Town needs to think about its involvement with the Geo Thermal process. VCUP question regarding weeds being transplanted during the process.

### Action Items:

#### Appointment of Planning Commission seats

Mayor Patrick Fallon gives summary.

Skip Zeller and Michael Contillo the interested applicants

Board has discussion.

**Motion**

Move to approve both applicants to fill the seats on the Planning Commission. Skip Zeller and Michael Contillo.

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

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

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

Mayor Patrick Fallon gives summary.

Public Comment: Skip Zeller

Board had discussion.

**Motion**

Move to 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

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

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

Consideration of a Town-Wide Cleanup Event Proposal

Mayor Patrick Fallon gives summary.

Board of Trustees has discussion.

Skip Zeller gives clarifying answers.

Public Comment: Jim Baron

**Motion**

Move to approve the Rico Land Collaborative to use the fenced in area of the Town shop for a Town-Wide Cleanup at a date to be determined

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

**Amended:** to include a written agreement between the Town and the Rico Land Collaborative prior to the event. Rico Land collaborative to provide the agreement to the Town for review. Motion contingent on the agreement.

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

Consideration of a liquor license renewal, Rico High Inc DBA Prospector, applicant

Mayor Patrick Fallon gives summary.

Board has discussion.

**Motion**

Move to approve a liquor license renewal, Rico High Inc DBA Prospector

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

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

**Staff Report**

Clerk's report:

Preparing for closing 2024.

Filling documents in the Clerks office.

Clerk's office will be closed Jan 7-14 for the Clerk to attend her grandmother's memorial.

#### Manager's report

Putting out an RFP for grading the Roads and treating them in the spring.

Town shop update. IT will be complete by the end of the year. Hydro seeding and grading I the spring.

Update on Dennis. He will need more testing as well as Chemo and radiation in the New Year. Plan in place for plowing when necessary.

Pat Drew stepped down from water position. Transitioning to new technician in the New Year.

Town manager will be gone for the week of Christmas.

#### **Discussion Items**

##### Conceptual review of the Rico Historic Society proposed community center

Deanna Drew gives summary.

Board has discussion.

Historic Society to bring update in January.

##### Existing easement agreement, Lot 39 and 40, Block 12

Reagan Ellease gives summary.

Board has discussion.

Town Manager to draft a new agreement including more defined terms regarding the appearance of the building.

##### Rico Trails Alliance pedestrian bridge

Nicole Pieterse gives update.

Board discussion was had.

Concerns were raised regarding the height of the bridge for recreational boaters on the Dolores River

##### CIRSA Board training

Chauncey to ask for dates in March.

##### Colorado Municipal League Conference

Town Manager gives Summary.

Board members to give tentative availability in January.

##### Energy performance contracting

Town Manager gives Summary.

Board instructs Town Manager to move forward with the program.

#### **Motion**

Move to adjourn.

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

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

---

Anna Wolf  
Rico Town Clerk

---

Patrick Fallon  
Mayor

NEW TOWN OF RICO - GENERAL FUND  
BALANCE SHEET  
DECEMBER 31, 2024

ASSETS

CURRENT ASSETS		
CASH - CHECKING	\$	145,009.27
C-SAFE		689,095.52
CASH WITH TREASURER		374.95
		834,479.74
TOTAL CURRENT ASSETS		
PROPERTY AND EQUIPMENT		
		0.00
TOTAL PROPERTY AND EQUIPMENT		
OTHER ASSETS		
		0.00
TOTAL OTHER ASSETS		
		0.00
TOTAL ASSETS		\$ 834,479.74

LIABILITIES AND CAPITAL

CURRENT LIABILITIES		
FICA & FEDERAL W/H PAYABLE	\$	33,408.58
STATE W/H PAYABLE		669.43
COPFL		271.18
EMPLOYEE PERA		11,556.68
		45,905.87
TOTAL CURRENT LIABILITIES		
LONG-TERM LIABILITIES		
		0.00
TOTAL LONG-TERM LIABILITIES		
TOTAL LIABILITIES		45,905.87
CAPITAL		
FUND BALANCE		1,669,679.10
NET INCOME		(881,105.23)
		788,573.87
TOTAL CAPITAL		
TOTAL LIABILITIES & CAPITAL		\$ 834,479.74

NEW Town of Rico - General Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 120,672.57	\$ 98,580.00	22,092.57	593.80	122.41
Sales & Use Tax	442,587.32	220,000.00	222,587.32	29,746.06	201.18
SO Tax	5,294.09	4,500.00	794.09	487.69	117.65
Cigarette Tax	376.67	180.00	196.67	27.21	209.26
Del Tax & Interest	2,388.35	1,000.00	1,388.35	231.81	238.84
Payroll Transfer Funds	145,786.25	175,690.00	(29,903.75)	23,007.50	82.98
Building Permits	8,380.54	11,000.00	(2,619.46)	0.00	76.19
Development Applications	2,350.00	2,500.00	(150.00)	0.00	94.00
Business Licenses	6,825.00	1,100.00	5,725.00	875.00	620.45
Dog Licenses	130.00	150.00	(20.00)	0.00	86.67
Interest	64,469.83	20,000.00	44,469.83	3,857.66	322.35
Fines	26,153.14	13,000.00	13,153.14	1,682.00	201.18
Septic Permit	800.00	800.00	0.00	0.00	100.00
Lodging Tax	12,937.90	8,000.00	4,937.90	0.00	161.72
Attorney Pass Thru	161,309.36	100,000.00	61,309.36	0.00	161.31
SMPA Dividend Check	557.55	400.00	157.55	0.00	139.39
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Operating	1,001,018.57	656,900.00	344,118.57	60,508.73	152.39
Expenses - Operating					
Building Inspector	(2,330.00)	(4,000.00)	1,670.00	(1,300.00)	58.25
Town Administrator	(86,000.16)	(86,000.00)	(0.16)	(7,166.68)	100.00
Town Clerk	(50,380.08)	(50,380.00)	(0.08)	(4,198.34)	100.00
Payroll Taxes	(17,015.55)	(21,200.00)	4,184.45	96.88	80.26
Public Works	(44,843.75)	(52,250.00)	7,406.25	0.00	85.83
Employee Benefits - Health	(47,991.00)	(42,500.00)	(5,491.00)	(4,173.00)	112.92
FAMLI	0.00	(1,150.00)	1,150.00	0.00	0.00
Professional - Town Attorney	(28,637.46)	(30,000.00)	1,362.54	(864.00)	95.46
Town Planner	(3,187.15)	(4,000.00)	812.85	0.00	79.68
POST Maintenance/Ice	(1,625.00)	(8,000.00)	6,375.00	(300.00)	20.31
Professional - Auditor	(6,600.00)	(6,600.00)	0.00	0.00	100.00
Attorney Pass Thru	(210,071.40)	(100,000.00)	(110,071.40)	(22,731.01)	210.07
Municipal Court Judge	(4,500.00)	(4,500.00)	0.00	(375.00)	100.00
Town Marshall	(18,311.40)	(20,000.00)	1,688.60	(1,680.93)	91.56
POST - Groomer	(4,387.50)	(8,000.00)	3,612.50	0.00	54.84
Website Maintenance	0.00	(1,500.00)	1,500.00	0.00	0.00
Fuel	(1,475.02)	(3,000.00)	1,524.98	(94.26)	49.17
Advertisement/Agenda & Notice	0.00	(1,500.00)	1,500.00	0.00	0.00
Insurance	(10,094.37)	(9,400.00)	(694.37)	0.00	107.39
Supplies	(10,565.39)	(10,000.00)	(565.39)	(764.86)	105.65

For Management Purposes Only



NEW Town of Rico - General Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
Community meetings	(461.13)	(1,000.00)	538.87	0.00	46.11
Town Vehicle	0.00	(2,500.00)	2,500.00	0.00	0.00
Electric	(1,352.00)	(1,800.00)	448.00	(129.00)	75.11
Propane	(7,013.00)	(7,500.00)	487.00	(485.00)	93.51
Employee Benefits - Life	0.00	(140.00)	140.00	0.00	0.00
Telephone	(3,568.47)	(3,600.00)	31.53	(267.89)	99.12
Utilities - Other	(637.75)	(1,000.00)	362.25	(85.87)	63.78
Employee Benefits - PERA	(27,599.35)	(27,900.00)	300.65	(4,335.55)	98.92
Treasurer Fees	(1,985.36)	(2,500.00)	514.64	(14.20)	79.41
Dues & Fees	(2,683.02)	(3,000.00)	316.98	0.00	89.43
Employees Consideration	(5,500.00)	(4,000.00)	(1,500.00)	(5,500.00)	137.50
Pass Thru/Rico Center	0.00	(13,000.00)	13,000.00	0.00	0.00
Facilities Maintenance	(4,737.83)	(5,000.00)	262.17	(2,565.50)	94.76
Travel/Conference Expenses	(6,233.75)	(7,500.00)	1,266.25	(582.89)	83.12
Miscellaneous	(17,715.59)	(1,000.00)	(16,715.59)	(1,694.00)	1,771.56
Sales & Use Tax	(71,011.46)	(44,000.00)	(27,011.46)	0.00	161.39
4th of July	(1,873.40)	(2,000.00)	126.60	0.00	93.67
Water Technician	(2,875.00)	(4,000.00)	1,125.00	(1,050.00)	71.88
Elections	(1,026.27)	(2,000.00)	973.73	0.00	51.31
Part Time Maintenance	(19,843.25)	(35,000.00)	15,156.75	(294.50)	56.70
Lodging Tax	(2,137.34)	(2,000.00)	(137.34)	0.00	106.87
<b>Total Expenses - Operating</b>	<b>(726,269.20)</b>	<b>(634,420.00)</b>	<b>(91,849.20)</b>	<b>(60,555.60)</b>	<b>114.48</b>
<b>Net Income - Operating</b>	<b>\$ 274,749.37</b>	<b>\$ 22,480.00</b>	<b>252,269.37</b>	<b>(46.87)</b>	<b>1,222.19</b>
<b>Revenues - Capital Improvement</b>					
Lease Purchase Transfer	\$ 20,000.00	\$ 20,000.00	0.00	20,000.00	100.00
DOLA EIAF Town Shop Grant	379,649.31	925,000.00	(545,350.69)	0.00	41.04
Rico Center Grant - pass thru	0.00	13,000.00	(13,000.00)	0.00	0.00
Excise Tax	1,802.00	2,500.00	(698.00)	0.00	72.08
<b>Total Revenues - Capital Improve</b>	<b>401,451.31</b>	<b>960,500.00</b>	<b>(559,048.69)</b>	<b>20,000.00</b>	<b>41.80</b>
<b>Expenses - Capital Improvement</b>					
Town Shop Planning and Const	(1,517,250.91)	(1,900,000.00)	382,749.09	(557,150.70)	79.86

For Management Purposes Only

NEW Town of Rico - General Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
Lease Purchase Payment	(41,555.00)	(42,000.00)	445.00	0.00	98.94
Total Expenses - Capital Improve	(1,558,805.91)	(1,942,000.00)	383,194.09	(557,150.70)	80.27
Net Income - Capital Improvement	\$ (1,157,354.60)	\$ (981,500.00)	(175,854.60)	(537,150.70)	117.92
Revenues - Special Projects					
Total Revenues - Special Projects	0.00	0.00	0.00	0.00	0.00
Expenses - Special Projects					
Total Expenses - Special Projects	0.00	0.00	0.00	0.00	0.00
Net Income - Special Projects	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Other					
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ (882,605.23)	\$ (959,020.00)	76,414.77	(537,197.57)	92.03
Beginning Fund Balance	1,669,679.10	0.00			
Ending Fund Balance	787,073.87	(959,020.00)			

For Management Purposes Only

2018 NEW Town of Rico - Street Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 13,463.28	\$ 13,515.00	(51.72)	81.41	99.62
Sales and Use Tax	35,505.73	22,000.00	13,505.73	0.00	161.39
Specific Ownership Tax	725.81	500.00	225.81	66.86	145.16
Del Tax and Intrest	63.08	100.00	(36.92)	5.75	63.08
Franchise Tax	6,376.61	7,000.00	(623.39)	0.00	91.09
Highway Users Tax	12,357.28	15,000.00	(2,642.72)	0.00	82.38
Lodging Tax	1,068.67	1,000.00	68.67	0.00	106.87
County R&B Reapportionment	14,965.25	13,000.00	1,965.25	0.00	115.12
Mineral Leasing	35,126.29	5,000.00	30,126.29	0.00	702.53
Interest	495.08	300.00	195.08	37.06	165.03
Miscellaneous	20.00	0.00	20.00	0.00	0.00
Excise Tax	1,802.00	2,500.00	(698.00)	0.00	72.08
Severance	3,140.95	1,000.00	2,140.95	0.00	314.10
	<u>125,110.03</u>	<u>80,915.00</u>	<u>44,195.03</u>	<u>191.08</u>	<u>154.62</u>
Total Revenues - Operating					
Expenses - Operating					
Payroll Transfer	(42,861.29)	(57,600.00)	14,738.71	(6,945.84)	74.41
Snow Removal	0.00	(5,000.00)	5,000.00	0.00	0.00
Fuel	(8,247.13)	(17,000.00)	8,752.87	0.00	48.51
Equipt Repairs & Maintenance	(7,134.30)	(7,500.00)	365.70	0.00	95.12
Insurance	(4,700.00)	(4,700.00)	0.00	0.00	100.00
Supplies	(2,648.22)	(2,500.00)	(148.22)	(375.13)	105.93
Electric	(1,976.00)	(2,000.00)	24.00	(370.00)	98.80
Street Lights	(1,068.00)	(1,000.00)	(68.00)	(89.00)	106.80
Utilities - Other	(4,645.91)	(2,500.00)	(2,145.91)	(50.00)	185.84
Treasurer Fees	(269.90)	(350.00)	80.10	(1.69)	77.11
Equipment Rental	0.00	(5,000.00)	5,000.00	0.00	0.00
	<u>(73,550.75)</u>	<u>(105,150.00)</u>	<u>31,599.25</u>	<u>(7,831.66)</u>	<u>69.95</u>
Total Expenses - Operating					
Net Income - Operating	<u>\$ 51,559.28</u>	<u>\$ (24,235.00)</u>	<u>75,794.28</u>	<u>(7,640.58)</u>	<u>(212.75)</u>

Revenues - Capital Improvement

For Management Purposes Only

2018 NEW Town of Rico - Street Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	<u>YEAR TO DATE ACTUAL</u>	<u>ANNUAL BUDGET</u>	<u>YEAR to DATE BALANCE</u>	<u>CURRENT MONTH</u>	<u>PERCENTAGE FAV (UNFAV)</u>
Total Revenues - Capital Improvement	0.00	0.00	0.00	0.00	0.00
Expenses - Capital Improvement					
Gravel Project - Streets	\$ (1,000.00)	\$ (2,500.00)	1,500.00	0.00	40.00
Lease Purchase Transfer	(10,000.00)	(10,000.00)	0.00	(10,000.00)	100.00
Street Safety	(2,008.95)	(3,000.00)	991.05	0.00	66.97
Total Expenses - Capital Improvement	(13,008.95)	(15,500.00)	2,491.05	(10,000.00)	83.93
Net Income - Capital Improvement	\$ (13,008.95)	\$ (15,500.00)	2,491.05	(10,000.00)	83.93
Revenues - Other					
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 38,550.33	\$ (39,735.00)	78,285.33	(17,640.58)	(97.02)
Beginning Fund Balance	171,058.55	0.00			
Ending Fund Balance	209,608.88	(39,735.00)			

NEW Town of Rico - Water Fund  
**Account Reconciliation**  
 As of Dec 31, 2024  
 10000 - Checking-Enterprise Fund  
 Bank Statement Date: December 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		423,382.27
Add: Cash Receipts		
Less: Cash Disbursements		(7,090.11)
Add (Less) Other		(14,939.64)
Ending GL Balance		401,352.52
Ending Bank Balance		405,333.04
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Dec 11, 2024    4686	(320.00)
	Dec 30, 2024    4687	(2,740.00)
	Dec 30, 2024    4688	(10.00)
	Dec 30, 2024    4689	(38.50)
	Dec 30, 2024    4690	(752.62)
	Dec 30, 2024    4691	(119.40)
Total outstanding checks		(3,980.52)
Add (Less) Other		
Total other		
Unreconciled difference		0.00
Ending GL Balance		401,352.52

NEW Town of Rico - Water Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
<b>Revenues - Operating</b>					
Water Revenue	\$ 149,332.03	\$ 135,000.00	14,332.03	8,965.18	110.62
Interest	1,045.35	800.00	245.35	70.82	130.67
Electric Reimbursement	1,796.00	1,450.00	346.00	0.00	123.86
<b>Total Revenues - Operating</b>	<b>152,173.38</b>	<b>137,250.00</b>	<b>14,923.38</b>	<b>9,036.00</b>	<b>110.87</b>
<b>Expenses - Operating</b>					
Payroll Transfer	(80,080.00)	(84,890.00)	4,810.00	(13,195.00)	94.33
Professional - Town Attorney	0.00	(1,000.00)	1,000.00	0.00	0.00
Professional - Auditor	(6,600.00)	(6,600.00)	0.00	0.00	100.00
Repairs/Maintenance	(15,972.12)	(5,000.00)	(10,972.12)	(2,859.40)	319.44
Insurance	(6,500.00)	(6,500.00)	0.00	0.00	100.00
Supplies	(7,185.54)	(5,000.00)	(2,185.54)	(1,613.75)	143.71
Water Samples	(674.00)	(2,000.00)	1,326.00	(38.50)	33.70
Electric	(5,591.00)	(6,000.00)	409.00	(434.00)	93.18
Telecommunication	(2,738.87)	(2,800.00)	61.13	(337.74)	97.82
Software	(4,341.36)	(7,900.00)	3,558.64	(2,067.36)	54.95
Propane	(3,414.00)	(5,000.00)	1,586.00	(200.00)	68.28
Dolores Water Conservation Dis	(3,000.05)	(2,700.00)	(300.05)	0.00	111.11
Miscellaneous	(620.00)	(500.00)	(120.00)	(320.00)	124.00
<b>Total Expenses - Operating</b>	<b>(136,716.94)</b>	<b>(135,890.00)</b>	<b>(826.94)</b>	<b>(21,065.75)</b>	<b>100.61</b>
<b>Net Income - Operating</b>	<b>\$ 15,456.44</b>	<b>\$ 1,360.00</b>	<b>14,096.44</b>	<b>(12,029.75)</b>	<b>1,136.50</b>
<b>Revenues - Capital Improvement</b>					
Water Tap	\$ 61,500.00	\$ 37,500.00	24,000.00	0.00	164.00
Water system improvment fee	12,220.00	0.00	12,220.00	0.00	0.00
<b>Total Revenues - Capital Improve</b>	<b>73,720.00</b>	<b>37,500.00</b>	<b>36,220.00</b>	<b>0.00</b>	<b>196.59</b>
<b>Expenses - Capital Improvement</b>					
Tap Installation	(5,305.76)	(4,000.00)	(1,305.76)	0.00	132.64

For Management Purposes Only

NEW Town of Rico - Water Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
Lease Purchase Transfer	(10,000.00)	(10,000.00)	0.00	(10,000.00)	100.00
Neptune AMR Gateway	0.00	(15,000.00)	15,000.00	0.00	0.00
GIS Development	0.00	(8,100.00)	8,100.00	0.00	0.00
Water Engineering Service	(14,583.37)	(20,000.00)	5,416.63	0.00	72.92
Total Expenses - Capital Improve	<u>(29,889.13)</u>	<u>(57,100.00)</u>	<u>27,210.87</u>	<u>(10,000.00)</u>	52.35
Net Income - Capital Improvement	\$ <u>43,830.87</u>	\$ <u>(19,600.00)</u>	<u>63,430.87</u>	<u>(10,000.00)</u>	(223.63)
Revenues - Other	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Total Revenues - Other	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Expenses - Other	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Total Expenses - Other	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Net Income - Other	\$ <u>0.00</u>	\$ <u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
TOTAL NET INCOME	\$ <u>59,287.31</u>	\$ <u>(18,240.00)</u>	<u>77,527.31</u>	<u>(22,029.75)</u>	(325.04)
Beginning Fund Balance	<u>3,282,347.32</u>	<u>0.00</u>			
Ending Fund Balance	<u>3,341,634.63</u>	<u>(18,240.00)</u>			

NEW Town of Rico - Sanitation Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 29,709.68	\$ 29,825.00	(115.32)	179.65	99.61
Specific Ownership Tax	1,601.66	950.00	651.66	147.55	168.60
Del Tax and Interest	139.20	50.00	89.20	12.70	278.40
Interest	582.10	500.00	82.10	37.19	116.42
<b>Total Revenues - Operating</b>	<b>32,032.64</b>	<b>31,325.00</b>	<b>707.64</b>	<b>377.09</b>	<b>102.26</b>
Expenses - Operating					
Treasurers Fees	(595.59)	(750.00)	154.41	(3.72)	79.41
Miscellaneous/ Engineering	(6,727.58)	(25,000.00)	18,272.42	0.00	26.91
Payroll Transfer	(17,199.96)	(17,200.00)	0.04	(2,866.66)	100.00
<b>Total Expenses - Operating</b>	<b>(24,523.13)</b>	<b>(42,950.00)</b>	<b>18,426.87</b>	<b>(2,870.38)</b>	<b>57.10</b>
<b>Net Income - Operating</b>	<b>\$ 7,509.51</b>	<b>\$ (11,625.00)</b>	<b>19,134.51</b>	<b>(2,493.29)</b>	<b>(64.60)</b>
Revenues - Capital Improve General					
<b>Total Revenues - Capital Improve Gener</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Expenses - Capital Improve General					
<b>Total Expenses - Capital Improve Gener</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income - Capital Improve General</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Revenues - Cap Improve - Dept Local Affairs					
<b>Total Revenues - Cap Imp Dept Local A</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

For Management Purposes Only



NEW Town of Rico - Sanitation Fund  
 Comparative Income Statement to Budget  
 For the Twelve Months Ending December 31, 2024

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

NEW Town of Rico - Sanitation Fund  
 Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	<u>YEAR TO DATE ACTUAL</u>	<u>ANNUAL BUDGET</u>	<u>YEAR to DATE BALANCE</u>	<u>CURRENT MONTH</u>	<u>PERCENTAGE FAV (UNFAV)</u>
Total Expenses - Cap Improve EPA Gra	0.00	0.00	0.00	0.00	0.00
Net Income - Cap Improve EPA Grant	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 7,509.51	\$ (11,625.00)	19,134.51	(2,493.29)	(64.60)
Beginning Fund Balance	204,460.26	0.00			
Ending Fund Balance	211,969.77	(11,625.00)			

NEW Town of Rico - Open Park Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
<b>Revenues - Operating</b>					
Sales & Use Tax	\$ 35,505.73	\$ 22,000.00	13,505.73	0.00	161.39
Lodging Tax	1,068.67	1,000.00	68.67	0.00	106.87
Interest	410.61	150.00	260.61	34.65	273.74
Excise Tax	1,802.00	2,500.00	(698.00)	0.00	72.08
<b>Total Revenues - Operating</b>	<u>38,787.01</u>	<u>25,650.00</u>	<u>13,137.01</u>	<u>34.65</u>	<u>151.22</u>
<b>Expenses - Operating</b>					
Flowers	(1,504.66)	(1,500.00)	(4.66)	0.00	100.31
Winter Festival	(488.86)	(1,500.00)	1,011.14	0.00	32.59
Grooming supplies	0.00	(1,500.00)	1,500.00	0.00	0.00
Winter Trail Grooming Payroll	(4,712.50)	(8,000.00)	3,287.50	0.00	58.91
Repairs & Maint. Equipment	0.00	(2,000.00)	2,000.00	0.00	0.00
Insurance	(2,500.00)	(2,500.00)	0.00	0.00	100.00
Supplies	(4,581.74)	(5,000.00)	418.26	(746.91)	91.63
Ice Rink & Park Maint. Payroll	(932.50)	(8,000.00)	7,067.50	0.00	11.66
Miscellaneous	(11,250.00)	(500.00)	(10,750.00)	0.00	2,250.00
<b>Total Expenses - Operating</b>	<u>(25,970.26)</u>	<u>(30,500.00)</u>	<u>4,529.74</u>	<u>(746.91)</u>	<u>85.15</u>
<b>Net Income - Operating</b>	<u>\$ 12,816.75</u>	<u>\$ (4,850.00)</u>	<u>17,666.75</u>	<u>(712.26)</u>	<u>(264.26)</u>
<b>Revenues - Capital Improvement</b>					
GOCO Grant	\$ 519,540.00	\$ 594,990.00	(75,450.00)	0.00	87.32
Rico Center Grant	40,000.00	40,000.00	0.00	0.00	100.00
<b>Total Revenues - Capital Improvement</b>	<u>559,540.00</u>	<u>634,990.00</u>	<u>(75,450.00)</u>	<u>0.00</u>	<u>88.12</u>
<b>Expenses - Capital Improvement</b>					
Park Improvement	(466,330.56)	(670,000.00)	203,669.44	13,219.44	69.60
<b>Total Expenses - Capital Improvement</b>	<u>(466,330.56)</u>	<u>(670,000.00)</u>	<u>203,669.44</u>	<u>13,219.44</u>	<u>69.60</u>

For Management Purposes Only

NEW Town of Rico - Open Park Fund  
 Comparative Income Statement to Budget  
 For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
Net Income - Capital Improvement	\$ 93,209.44	\$ (35,010.00)	128,219.44	13,219.44	(266.24)
Revenues - Special Projects					
Total Revenues - Special Projects	0.00	0.00	0.00	0.00	0.00
Expenses - Special Projects					
Total Expenses - Special Projects	0.00	0.00	0.00	0.00	0.00
Net Income - Special Projects	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Other					
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 106,026.19	\$ (39,860.00)	145,886.19	12,507.18	(266.00)
Beginning Fund Balance	104,746.52	0.00			
Ending Fund Balance	210,772.71	(39,860.00)			

NEW Conservation Trust Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2024

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Total Revenues - Operating	0.00	0.00	0.00	0.00	0.00
Expenses - Operating					
Total Expenses - Operating	0.00	0.00	0.00	0.00	0.00
Net Income - Operating	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Other					
Interest	\$ 137.33	\$ 0.00	137.33	9.13	0.00
Lottery Proceeds	3,882.36	2,500.00	1,382.36	951.86	155.29
Total Revenues - Other	4,019.69	2,500.00	1,519.69	960.99	160.79
Expenses - Other					
FMP Capital Park Improvement G	0.00	(45,000.00)	45,000.00	0.00	0.00
Total Expenses - Other	0.00	(45,000.00)	45,000.00	0.00	0.00
Net Income - Other	\$ 4,019.69	\$ (42,500.00)	46,519.69	960.99	(9.46)
TOTAL NET INCOME	\$ 4,019.69	\$ (42,500.00)	46,519.69	960.99	(9.46)
Beginning Fund Balance	48,973.13	0.00			
Ending Fund Balance	52,992.82	(42,500.00)			



Chauncey McCarthy <townmanager@ricocolorado.gov>

---

## FW: USFS San Juan NF, Atlantic Richfield Co. STA-2020 MOA Stipulation IB Interpretation, please respond by 12/23

3 messages

---

**Stevens, Michelle - FS, CO** <michelle.stevens@usda.gov>

Tue, Dec 17, 2024 at 12:27 PM

To: "pfallon@ricocolorado.gov" <pfallon@ricocolorado.gov>, Chauncey McCarthy <townmanager@ricocolorado.gov>

Cc: Deanna Drew <deanna@ricohistory.org>

Hello Mayor Fallon and Mr. McCarthy:

As I mentioned in my Nov 22 email below, the Forest Service needs your assistance with identifying a location for the Rio Grande Southern Enterprise Branch sign that was part of the Atlantic Richfield Co. STA-2020 MOA Stipulation IB Interpretation. According to the MOA the interpretative sign "...will be on federal, state, or local government owned land, in an area accessible to the public, such as a trail or parking area."

I suggested that the sign be located at the Atlantic Cable headframe interpretative site in Rico. The headframe itself is on private land, however it appears the existing interpretative signs are within the Town of Rico's owned ROW. The photo (left) below shows the private land and the blue circle shows the San Juan Skyway RICO-RICH IN SILVER sign which is also in the photo (right) and to the left of the boulder in the photo below.

My question is can the Enterprise Branch RGS Railroad be installed next to the RICO – RICH IN SILVER sign? If not is there another location in the Town of Rico or near the museum that is better? Both sign drafts are attached above.

Please let me know by Monday Dec 23<sup>th</sup>, or as soon as possible, if the Town of Rico is interested in having this sign in the Town of Rico's owned ROW at the Atlantic Cable headframe or elsewhere on Town of Rico property.

I apologize for the short turnaround but we've been discussing this topic off and on for a couple of years. If the Dec 23<sup>rd</sup> date is too soon, would you be able to decide by Jan 17<sup>th</sup>? Do you need any other information from the Forest Service to decide?

Thanks for your help and please reach out if you have any questions.

Michelle



**Michelle N. Stevens, PhD**  
Heritage Program Lead

**Forest Service**

**San Juan National Forest**

c: 719-468-7069  
[michelle.stevens@usda.gov](mailto:michelle.stevens@usda.gov)

15 Burnett Court  
Durango, CO 81301  
[www.fs.usda.gov](http://www.fs.usda.gov)

**Caring for the land and serving people**

---

**From:** Stevens, Michelle - FS, CO  
**Sent:** Friday, November 22, 2024 3:42 PM  
**To:** Nicole Pieterse <[npieterse@ricocolorado.gov](mailto:npieterse@ricocolorado.gov)>; Chauncey McCarthy <[townmanager@ricocolorado.gov](mailto:townmanager@ricocolorado.gov)>  
**Cc:** Deanna Drew <[deanna@ricohistory.org](mailto:deanna@ricohistory.org)>  
**Subject:** USFS San Juan NF, Atlantic Richfield Co. STA-2020 MOA Stipulation IB Interpretation

Hello Nicole and Chauncey,

It's been a long time since we connected on the interpretation part of this project. As a reminder, the Atlantic Richfield Co. is a Signatory and the Town of Rico is a concurring party. I've clipped the relevant section from the MOA at the bottom of this email. There is only one outstanding item that needs to be completed to close out this MOA. Namely, design and fabrication of the interpretive sign. The main delay has been finding a location to put the sign.

Deanna Drew from the Rico Historical Society recently contacted me about the poor condition of the RICO – RICH IN SILVER San Juan Skyway sign at the Atlantic Cable headframe interpretative site in Rico (photo right). I've contacted the CDOT Byways program, the State Historic Fund and searched the USFS for the digital files but cannot find them. They are likely too old anyways and would need to be updated.



I think the Skyway's RICO – RICH IN SILVER sign (early redesign attached) and THE ENTERPRISE BRANCH (initial draft attached for your review) would compliment each other and would work well together at the Atlantic Cable headframe interpretative site.

#### Questions/Requests:

Is it possible that the interpretative sign required in this MOA could be located at the Atlantic Cable headframe site? Whose permission is needed to add an interpretative sign to this site? My intent would be to have the RICH IN SILVER sign on the left and the THE ENTERPRISE BRANCH sign to the right.

Also, would you please review THE ENTERPRISE BRANCH sign and let me know if you have any suggestions, particularly about content, photos, and design. If THE ENTERPRISE BRANCH sign cannot be installed at this site, I'll need to rework the content of the sign. Before I send a draft to the Colorado State Historic Preservation Office for review, I really need to know where the sign will be placed.

- B. The USFS and ARC shall coordinate to develop and install interpretive signage within 2 years of execution of this agreement for 5DL.478 (Rio Grande Southern Railroad). The interpretive signage will consist of a single National Park Service style low profile panel, and will at a minimum contain information on the history of the railroad, information on the importance of the resource in the development of the region, historic images of the resource, and a map of the resource.
1. USFS will consult with the concurring parties and signatories of this MOA to determine an appropriate location for the interpretive sign. The location of the sign will be on federal, state, or local government owned lands in an area accessible to the public, such as a trail or parking area, and will avoid disturbing cultural resources.
  2. Prior to installing the sign, the USFS shall submit to concurring parties and signatories of this MOA a draft of the proposed content for the sign so that they may review and provide comments. The SHPO and signatory and concurring parties shall have 30 days for review and comment following receipt of the draft documentation. The USFS shall address any comments and update the content for the sign accordingly.
  3. Once agreement is reached between USFS and SHPO regarding the content developed for the sign, ARC shall be responsible for fabrication and installation of the sign to USFS specifications.



# RICO – RICH IN SILVER



Fire Brigade in Rico, 1890-1900.  
- Photo courtesy of Denver Public Library Special Collections, Z-2914.

*In 1879, rich deposits of silver ore were discovered in this area. The same year the mining camp of Rico was surveyed and a 320-acre townsite was platted.*

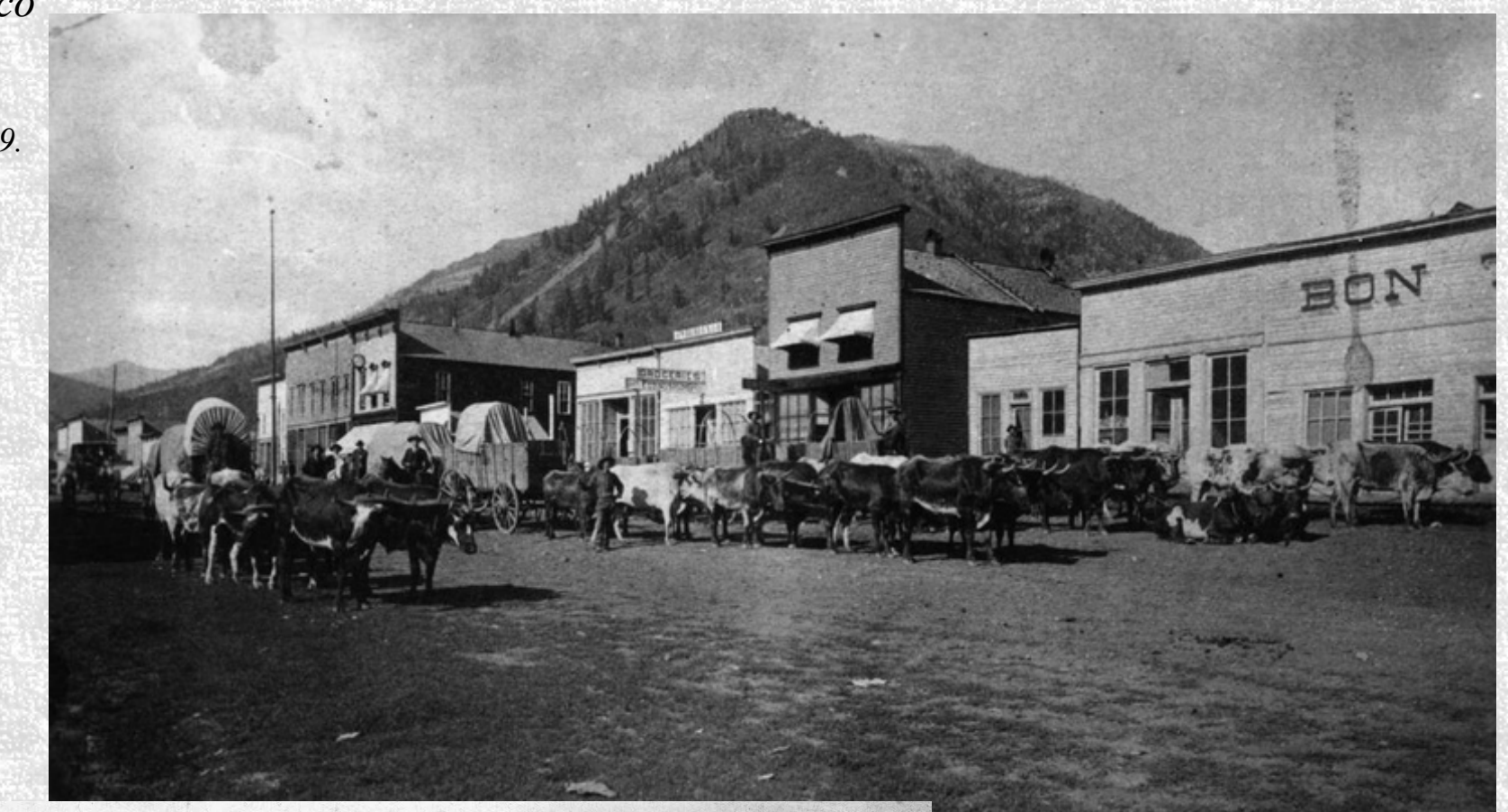
In 1833, Antoine Robidoux and a group of fur trappers searched for beaver along the upper Dolores River. While here, they discovered evidence that Spanish prospectors had previously processed precious metals in the area. The trappers, however, moved on when they did not find any substantial deposits of gold or silver.

In the mid-1860s, prospectors returned to the San Juan Mountains and actively staked claims in the mountains above what is now Rico. For the next thirty years, access to the Pioneer Mining District was extremely difficult as the land to the south was controlled by the Ute Indians. In the 1880s, mining supplies, freight and settlers came over the mountains from the rearrest railroad station in Rockwood-north of Durango, via the Scotch Creek Toll Road.

In 1891, the Rio Grande Southern Railroad arrived in Rico in a route that connected Durango with Ridgway. By 1892, Rico had a population of nearly 5,000 people with 23 saloons, 2 churches, 2 newspapers, a bank, a theater, a boarding house, a mercantile, a brick county courthouse, and a thriving three block red-light district.



Teams of oxen haul freight to the Enterprise Mine near Rico in 1884.  
- Photo courtesy of Denver Public Library Special Collections, X-13149.



Ox teams on Main Street in Rico circa 1890.  
- Photo courtesy of Denver Public Library Special Collections, X-13147.



The St. James Hotel in Rico circa 1890.  
- Photo courtesy of Denver Public Library Special Collections, X-13158.



This project was partially funded by a State Historical Fund grant award from History Colorado, the Federal Highway Administration - National Scenic Byway Program, and the USDA Forest Service.



# THE ENTERPRISE BRANCH & TRANSPORTING ORE



## OPEN TO THE WORLD.

The Famous Mines About Rico Now Can Ship Their Magnificent Product.

Rio Grande Southern Completed Its Line Into That City Late Yesterday Afternoon.

Citizens Will See That the Advent Is Properly Celebrated At the Middle of October.

Special to The News.  
Rico, Colo., Sept. 30.—All Rico is rejoicing over the completion of the Rio Grande Southern railroad to this point, which arrived at 6:30 p. m. to-day. The completion of this road in so short a time under the existing circumstances entitles Otto Mears to be called the king of railroad builders in Colorado. Since September 6 over twenty-one miles of track have been laid, 3,800 feet of bridges constructed, ranging from twelve to seventy-five feet in height, and nine miles of grading completed during this time.

From The Rocky Mountain News, 1 October 1891:1



Some of the Enterprise Branch railroad grade are now modern roads. At the intersection of County Roads 54.9 and 55 (above), the Enterprise Branch diverts from the historic alignment of the Rio Grande Southern Railroad, view to the south. - Photo courtesy of the USDA Forest Service



This interpretative sign project was partially funded by the Atlantic Richfield Company after transfer of portions of the Enterprise Branch of the RGS out of federal ownership. Some of the Enterprise Branch is on private land. Please be respectful and do not trespass onto private land.

In the late 1870s and 1880s, mine production near Rico increased steadily. However, the area lacked adequate transportation infrastructure which limited the amount of ore that could be effectively moved from the area.

After completion of the Rio Grande Southern Railroad (RGS) in 1891, transporting ore became faster and less expensive. For some, these savings meant that tons of ore previously discarded as waste rock could be salvaged and transported by train to smelters. Still, the mines around Silver Creek northeast of Rico faced enormous loading and transport costs after ore was extracted.

The Enterprise Branch of the RGS Railroad was constructed in September 1892 to ease the movement of ore by connecting these mines to the main RGS Railroad. By November 1892, the RGS had constructed about 5 miles of railroad, with 5 percent grades and five switchbacks.

After the Silver Panic of 1893, the mining industry in the Rico area experienced periods of hard times and few rebounds. Eventually the Enterprise Branch was abandoned and its rails completely pulled between 1907 and 1910.



Overview of Rico and the Enterprise Branch of the Rio Grande Southern Railroad 1898, facing east with Telescope Mountain in the background. - Photo courtesy of the USDA Forest Service

*The Enterprise Branch of the Rio Grande Southern Railroad seldom operated during the winter after 1900 because snow was difficult and mining intermittent.*

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
USDA FOREST SERVICE, SAN JUAN NATIONAL FOREST  
AND THE  
COLORADO STATE HISTORIC PRESERVATION OFFICER  
PURSUANT TO 36 C.F.R. § 800.6  
REGARDING ADVERSE EFFECTS TO SITE 5DL.478  
FROM THE RICO TRAILS (RIO GRANDE SOUTHERN TRAIL CONNECTOR) PROJECT,  
DOLORES COUNTY, COLORADO

WHEREAS, the United States Department of Agriculture (USDA) Forest Service, San Juan National Forest (Forest Service) is proposing to create a trail as part of the Rico Trails (Rio Grande Southern Trail Connector) Project to construct approximately 1.7 miles of trail and a trail bridge along the Dolores River south of the Town of Rico, Colorado. The northern and southern sections of the trail are along the Rio Grande Southern Railroad; and

WHEREAS, the project constitutes an undertaking subject to review under Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 C.F.R. Part 800) and the Forest Service is responsible for Section 106 of the National Historic Preservation Act (NHPA) (54 USC. § 306108); and

WHEREAS, the Forest Service has defined the undertaking's area of potential effect as the 1.7-mile-long Rio Grande Southern Trail with a 50-foot-wide buffer on either side of the proposed trail, or about 20.82 acres and shown in Attachment 1 of this Memorandum of Agreement (MOA); and

WHEREAS, the Forest Service has consulted with the Colorado State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800 of the regulations implementing Section 106 of the NHPA, and they are a signatory to this MOA; and

WHEREAS, the Forest Service has determined, in consultation with the SHPO, that 5DL.478 is eligible for listing on the NRHP under Criteria A, B, and C; and

WHEREAS, the Forest Service has determined, in consultation with the SHPO, that the undertaking will cause adverse effects to the historic property as result of the proposed development of the Rico Trails (Rio Grande Southern Trail Connector) Project, specifically where the northern and southern sections of the trail are along two segments of the Rio Grande Southern Railroad (5DL.478.21 and 5DL.478.22); and

WHEREAS, on November 12, 2024 the Forest Service has invited the Hopi Tribe, Jicarilla Apache Nation, Navajo Nation, Ohkay Owingeh, Pueblo of Acoma, Pueblo of Cochiti, Pueblo of Isleta, Pueblo of Jemez, Pueblo of Laguna, Pueblo of Nambe, Pueblo of Picuris, Pueblo of Pojoaque, Pueblo of San Felipe, Pueblo of San Ildefonso, Pueblo of Santa Ana, Pueblo of Santa

*Rico Trails (Rio Grande Southern Trail Connector) Project, MOA, San Juan NF*

Clara, Pueblo of Taos, Pueblo of Tesuque, Pueblo of Zia, Santo Domingo Pueblo, Southern Ute Indian Tribe, Ute Indian Tribe of the Uintah & Ouray Reservation, Ute Mountain Ute Tribe, and Zuni Tribe to be consulting parties pursuant to Section 106 of the NHPA; and

WHEREAS, the Hopi Tribe (email dated October 17, 2024) indicated that they would like to be consulting party pursuant to Section 106 of the NHPA; and the remaining Tribes have not expressed comment as of the signing of this MOA; and

WHEREAS, on November 12, 2024 the Forest Service has invited the Hopi Tribe, Jicarilla Apache Nation, Navajo Nation, Ohkay Owingeh, Pueblo of Acoma, Pueblo of Cochiti, Pueblo of Isleta, Pueblo of Jemez, Pueblo of Laguna, Pueblo of Nambe, Pueblo of Picuris, Pueblo of Pojoaque, Pueblo of San Felipe, Pueblo of San Ildefonso, Pueblo of Santa Ana, Pueblo of Santa Clara, Pueblo of Taos, Pueblo of Tesuque, Pueblo of Zia, Santo Domingo Pueblo, Southern Ute Indian Tribe, Ute Indian Tribe of the Uintah & Ouray Reservation, Ute Mountain Ute Tribe, and Zuni Tribe to be concurring parties pursuant to Section 106 of the NHPA; and no Indian Tribes have expressed comment as of the signing of this MOA; and

WHEREAS, on November 12, 2024, the Forest Service invited Dolores County, the Town of Rico, Dolores Historical Society, Galloping Goose Historical Society, and Rico Historical Society, to be consulting and/or concurring parties pursuant to 36 C.F.R. Part 800, the regulations implementing Section 106 of the NHPA regarding the effects of the undertaking on historic properties; on November 20, 2024, the Town of Rico stated they would like to be a consulting and concurring party; on December 2, 2024, the Rico Historical Society stated they would like to be a consulting party, but not a concurring party; and the remaining parties have not expressed comment as of the signing of this MOA; and

WHEREAS, on November 12, 2024, the Forest Service has invited the Rico Trails Alliance, a local non-profit trail advocacy that promotes local and regional trail systems in the vicinity of Rico, to participate in consultation and be a concurring party to this MOA; and on November 13, 2024, the Rico Trails Alliance stated that they would like to be a consulting and concurring party for this project; and

WHEREAS, on December 3, 2024, in accordance with 36 C.F.R. § 800.6(a)(1), the Forest Service has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing specified documentation as required by 36 C.F.R. § 800.11(e), and in a letter dated December 12, 2024, the ACHP has elected not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, this MOA represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, regarding compliance with Section 106 of NHPA for adverse effects to site 5DL.478 and subsequent updates as stipulated below.

NOW, THEREFORE, pursuant to Section 106 of the NHPA, the Forest Service and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

## STIPULATIONS

The Forest Service shall ensure that the following measures are carried out:

## I. MITIGATION

A. Linear segments 5DL.478.21 and 5DL.478.22 shall be recorded in accordance with the guidance for Level II Documentation found in “Historic Resource Documentation, Standards for Level I, II, and III Documentation” (Office of Archaeology and Historic Preservation Publication 1595, March 2013). The documentation will be of archival quality, and will include a narrative history, mapping of the property, and photographic documentation of the portions of the historic property to be included in the project. Documentation will emphasize the engineer aspects of constructing the historic property near the Dolores River, particularly 5DL.478.21 Features 1 (the Burnett & Clifton Coaling Facility), Feature 2 (the livestock/coaling chutes), and 5DL.478.22 Feature 1 (Bridge 68-A) and Feature 2 (Bridge 69-B). Documentation will include a discussion on regional trade networks as evidenced by the artifact assemblages and trademarks at these features. Archival research will be completed.

1. The Forest Service shall submit to the SHPO a copy of the draft documentation following completion of fieldwork so that it may review and provide comment. The SHPO shall have thirty (30) days for review and comment following receipt of the draft documentation. The Forest Service shall address any comments made. Once the documentation is finalized and agreed to, the Forest Service shall provide the SHPO a copy of the finalized documentation.

B. The Forest Service shall develop interpretive material within four (4) years of execution of this agreement, specifically adding information about 5DL.478.21 and 5DL.478.22 to a web-based storyboard on the history of 5DL.478 as well as interpretive signage under development for the Rio Grande Southern Trail’s north and south trailhead kiosks.

1. The Forest Service shall include information about segments 5DL.478.21 and 5DL.478.22 of the greater resource (5DL.478) in the interpretive signage that is being developed for the Rio Grande Southern Trail’s north and south trailhead kiosks. At a minimum, the interpretive signage will contain information on the history of the railroad, information on the importance of the resource in the development of the region, historic images of the resource, a map of the resource, and information specific to the two segments. Both panels will include archaeological resource protection, leave No Trace, Stay on Trail and appropriate regulatory and trail etiquette information. Both trailhead locations are accessible by the public and will avoid disturbing cultural resources.

2. The Forest Service shall include information and historic images about

*Rico Trails (Rio Grande Southern Trail Connector) Project, MOA, San Juan NF*

segments 5DL.478.21 and 5DL.478.22 and the history and significance of 5DL.478 on the San Juan National Forest's History & Culture website at <https://www.fs.usda.gov/main/sanjuan/learning/history-culture>. At a minimum, the interpretative signage will contain information on the history of the railroad, information on the importance of the resource in the development of the region, historic images of the resource, and information specific to the two segments. This website will also provide a link to the web-based storyboard (see Stipulation IB.3)

3. The Forest Service shall add information about 5DL.478.21 and 5DL.478.22 to the web-based storyboard regarding the history and significance of 5DL.478. The storyboard will be updated to include information about these two segments of the railroad that are being developed for non-motorized public use on the San Juan National Forest. The web-based storyboard will be posted on the San Juan National Forest and/or partner organization website.
4. The Forest Service shall submit to the SHPO and concurring parties drafts of the proposed content for the sign, website, and storyboard so that it may review and provide comments. These parties shall have thirty (30) days for review and comment following receipt of the draft documentation. The Forest Service shall address any comments and update the content for the sign, website, and storyboard accordingly. Once agreement is reached between Forest Service, SHPO, and concurring parties regarding the content developed for the sign, website, and storyboard the Forest Service shall ensure that the sign is installed and the website and storyboard content posted to the public website.

Stipulation IA shall be satisfied prior to the creating of the proposed trails. Stipulation IB shall be satisfied prior to the expiration of this agreement.

## II. GENERAL REQUIREMENTS AND STANDARDS

The activities prescribed by the stipulations of this MOA shall be carried out by or under the direct supervision of a person or persons meeting, at minimum, the Secretary of the Interior Professional Qualifications Standards (48 FR 44738-39) (PQS) in the appropriate discipline. This does not preclude the use of properly supervised persons who do not meet the PQS. Written documentation of activities prescribed by this MOA shall conform to the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-44740) and the *Office of Archeology and Historic Preservation's Colorado Cultural Resource Survey Manual Guidelines for Identification: History and Archeology*.

## III. DURATION

This MOA will be in effect for four (4) years from the date of its execution or until all requirements have been completed. Prior to such time, the USFS may consult with

other signatories to reconsider the terms of this agreement and amend it in accordance with Stipulation VII below. Upon completion of the requirements of this MOA, the USFS will file a notice of completion with all signatories and ACHP stating that the agreement has been completed.

#### IV. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, Forest Service shall consult pursuant to 36 C.F.R. § 800.13.

#### V. MONITORING AND REPORTING

Annually on September 1, beginning the year following the execution of this MOA until it expires or is terminated, the Forest Service shall provide all parties to this MOA a summary report describing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Forest Service's efforts to carry out the terms of this MOA.

#### VI. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Forest Service shall consult with such party to resolve the objection. If the Forest Service determines that such objection cannot be resolved, the Forest Service will:

- A. Forward all documentation relevant to this dispute, including the Forest Service's proposed resolution, to the ACHP. The ACHP shall provide the Forest Service with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Forest Service shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Forest Service will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Forest Service may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Reclamation shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.
- C. The Forest Service's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

#### VII. AMENDMENT

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all the signatories is filed with the ACHP.

### VIII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the USFS must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The USFS shall notify the signatories as to the course of action it will pursue.

Execution of this Memorandum of Agreement and implementation of its terms evidence that the Forest Service has taken into account the effects of the **RICO TRAILS (RIO GRANDE SOUTHERN TRAIL CONNECTOR) PROJECT** on historic properties and has afforded the ACHP an opportunity to comment on the undertaking, its effects, and resolution of adverse effects.

**Signatures.** In witness whereof, the parties to this MOA through their duly authorized representatives have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.



*Rico Trails (Rio Grande Southern Trail Connector) Project, MOA, San Juan NF*

The effective date of this MOA for the **RICO TRAILS (RIO GRANDE SOUTHERN TRAIL) PROJECT** is the date of the last Signatory signature affixed to these pages.

**SIGNATORIES:**

USDA FOREST SERVICE, SAN JUAN NATIONAL FOREST

By: \_\_\_\_\_  
DAVID NEELY, Forest Supervisor

Date: \_\_\_\_\_

COLORADO STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_  
DAWN DIPRINCE, Colorado State Historic Preservation Officer

Date: \_\_\_\_\_

*Rico Trails (Rio Grande Southern Trail Connector) Project, MOA, San Juan NF*

RICO TRAILS (RIO GRANDE SOUTHERN TRAIL) PROJECT, MOA, SAN JUAN NF

**CONCURRING PARTY:**

TOWN OF RICO

By: \_\_\_\_\_  
PATRICK FALLON, Mayor

Date: \_\_\_\_\_

*Rico Trails (Rio Grande Southern Trail Connector) Project, MOA, San Juan NF*

RICO TRAILS (RIO GRANDE SOUTHERN TRAIL) PROJECT, MOA, SAN JUAN NF

**CONCURRING PARTY:**

RICO TRAILS ALLIANCE

By: \_\_\_\_\_  
JIM OSTREM, President

Date: \_\_\_\_\_

*Rico Trails (Rio Grande Southern Trail Connector) Project, MOA, San Juan NF*

ATTACHMENT 1: PROJECT MAP

## End of year report: Rico Town Park and Outdoor Recreation Project

Christine Fischer, FPM Grants

January 2, 2025

### **Funding Status:**

Initial Project Cash Budget including in-kind at time of GOCO Submission: \$865,248.34

Current Project cash budget including in-kind and additional funds raised to date: \$945,248.34

Ongoing Fundraising: The Rico Skatepark Alliance is still fundraising for the skatepark in hopes of increasing the scope, size, and features of the skatepark.

### **Highlights / Overview of FPM work completed:**

- Community engagement and outreach, including surveys and community meetings.
- Created Project budget and scope, which was led by community priorities. *Note: Project was discussed with, and approved by Town Manager in advance of locking down final project budget, scope, and vendors. This was done in advance of any grant applications being submitted. All grants were reviewed and approved by Town Manager prior to submission.*
- Coordinated with all funders prior to submission of grant applications to ensure applications were aligned to their priorities and reflected their advance feedback; secured funds for project
- Submission of successful grant applications for project.
- Attended meetings with funders, as requested.
- Interim project reporting for funders completed per funder requirements to date.
- Management of build process for project (see below for current status).

### **Project Build Status:**

#### **Completed:**

##### Playground:

- Built by Summit Recreation, to scope. Amenities ordered, for delivery to Town of Rico, to be placed at project site in summer 2025 by Town. Line item completed to scope and budget.

##### Additional Dirt work/Excavation of lower property site:

- Added to scope by Town Manager; completed by Lewis Excavation

#### **In Process:**

##### Multipurpose Community Space:

- Metal/Steel Shade Shelter: purchased and delivered to Town, within scope and budget.
- Concrete footers for shade shelter/concrete pad and pouring of concrete slab: work stopped partway through buildout per decision by Town Manager due to site specific conditions (issues related to soil bearing, compaction requirements, and ground water) that created challenges outside the scope and skill-set of Bannister.
  - One new bid was collected by Town Manager for completion of this work – it is significantly higher than the original budget (bid is from Lewis Excavation).

Dirt Pump Track:

- Item likely to be dropped from project scope unless completed by volunteers due to release of Bannister Construction as no other vendor will be able to match his pricing, and due to budget overrun as a result of his release and hiring of new vendor.

Campground:

- The ability to build out the campground is pending based on community engagement / agreement and overall project budget. This portion of the project is being led by the Town Manager.

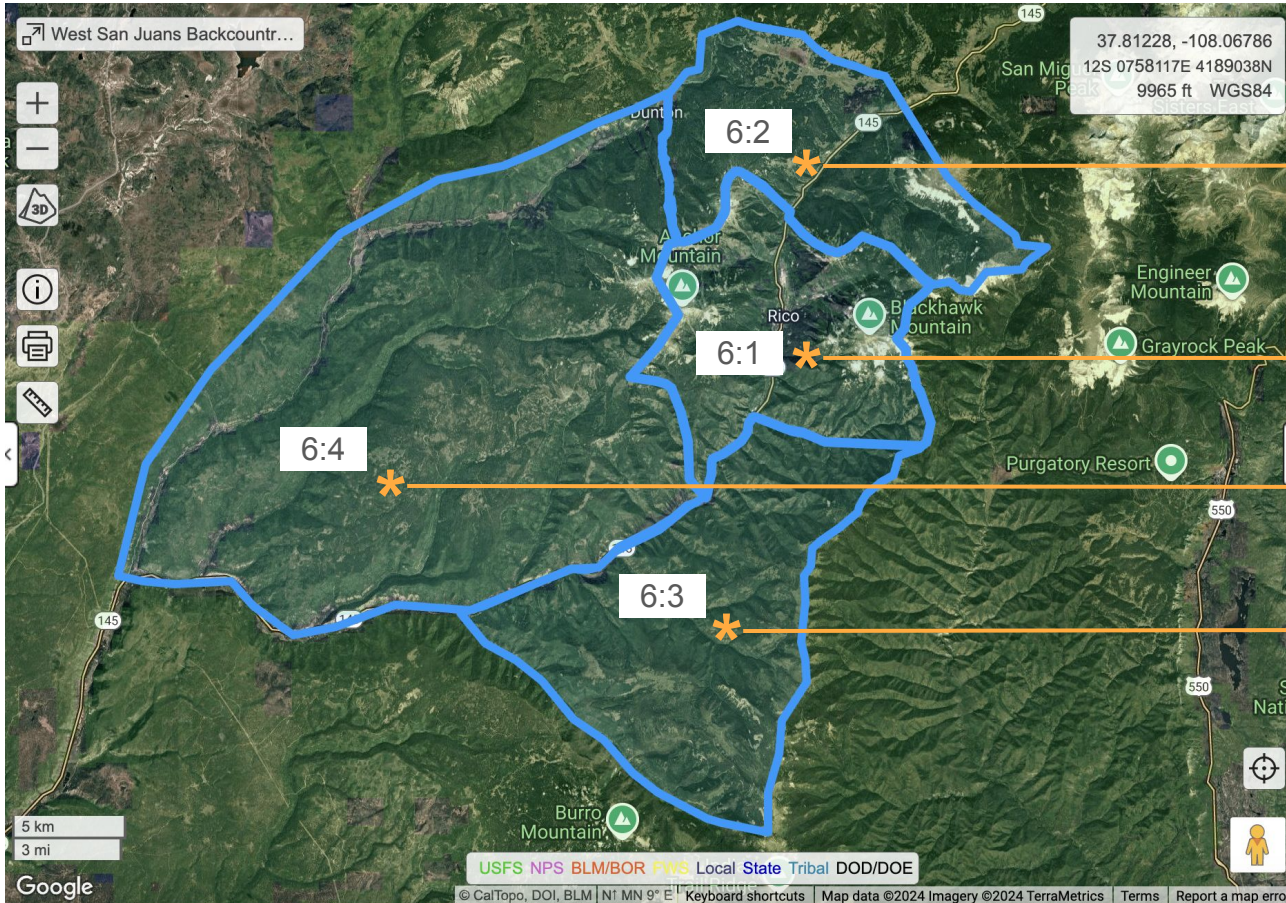
Skate Park:

- Fundraising still underway by Will Nolan / Rico Skatepark Alliance. Original allocation of funds earmarked are being held for skate park; any additional funds raised specifically for skate park will be spent only on the skate park, per agreement with the Rico Skatepark Alliance.
- Vendor contract created, discussed, and finalized in collective partnership with FPM Grants, Town Manager, and Town Attorney. Decision was made, by all parties, to have the contract drafted between 5<sup>th</sup> pocket and the Town; final contract parameters set by Town Attorney.
- Planned Summer 2025 construction; final design to be determined by total funds raised.

**Action Items/Recommendations:**Multipurpose Community Space:

- Town conduct a formal bid process (FPM is willing to assist/partner with this process and has found [to date] one vendor to bring to the table for consideration, should they decide to bid on the project) to widen the field of potential vendors and reduction in the cost of this line item. Bids should require that all vendors detail their pricing information to include: materials, labor, mobilization, overhead, contingency, etc. Town should require Lewis Excavation to re-bid as a part of this process (their current bid does not have backup detail to help understand cost drivers and thus how to verify and/or reduce the current estimated line-item overage of approximately \$48K – \$58K).
- Based on the results of the formal bid process discuss next steps for this line item and its' confirmed financial impact to the project budget.
- Timeline:
  - Bid package released in January
  - Bids received, reviewed, vetted, and confirmed with results and next steps/recommendations/decisions shared at March board meeting.

# 39 Rico Area Backcountry Radio Zones



UPVALLEY: Ch. 6:2  
Barlow Cr to Bolam Pass,  
Dunton Rd to Meadows &  
Dunton

RICO CORE: Ch. 6:1  
East & West Rico Mts

WEST FORK: Ch. 6:4  
WF Valley, Stoner Mesa,  
Dunton

MIDVALLEY EAST: Ch. 6:3  
Scotch Cr to Bear Cr, east to  
the Divide

## Technical Memorandum

Date: December 30, 2024  
To: Chauncey McCarthy, Rico Town Manager  
Copies to: Thomas Bloomfield and Samantha Caravello  
From: Olivia Bojan and Dave Folkes, P.E. (CO)  
Subject: Rico Road Base Sampling Summary

---

This memorandum summarizes the results of confirmation sampling of select unpaved road segments in the Town of Rico, Colorado. The tasks described in this memorandum were performed by Geosyntec Consultants, Inc. (Geosyntec) with assistance from Pioneer Technical Services, Inc. (Pioneer) on November 12, 2024.

### INTRODUCTION

As stated in the *Road Base Sampling Work Plan* (Geosyntec 2024), the purpose of the November 2024 sampling event was to validate the analytical results of the sampling conducted by Pioneer on behalf of Atlantic Richfield (AR) in October 2023, by having a consultant retained on behalf of the Town collect and analyze samples in road segments where the lead concentrations in the AR samples were significantly lower than historic values and below the Lead Action Level (LAL). Geosyntec resampled six locations (RDN-09, RDN-29, RDN-50, RDN-57, RDN-59, and RDN-84) previously sampled by Pioneer/AR, as shown on Figure 1.

### SOIL SAMPLING

On November 12, 2024, Geosyntec collected soil samples from the six locations shown on **Figure 1**, in accordance with methods described in the *Road Base Sampling Work Plan* (Geosyntec 2024) and the *Phase I VCUP Work Plan* (Formation Environmental 2023). Personnel from Pioneer identified the subsample locations for the October 2023 samples in the six road segments using GPS coordinates; as a result, Geosyntec's subsample locations were the same as those sampled previously.

#### *Subsample Collection*

Geosyntec collected four subsamples from the top two inches of road material from each of the six road segments, at locations on either side of the centerline approximately  $\frac{1}{4}$  of the way and  $\frac{3}{4}$  of the way along the length of the segment. Geosyntec used hand tools (i.e. chisels, trowels, and crow



bars) to excavate soil from 0 to approximately 2 inches below ground surface (bgs), in accordance with the work plans approved by the Colorado Department of Public Health and Environment (CDPHE). Geosyntec documented subsample locations in the photographic log, included in **Attachment A**. Geosyntec recorded soil texture and other observations about the road segments on the sampling forms included in **Attachment B**. At the majority of the subsample locations, the soil was brown sand and gravel road base material from 0 to approximately 2 inches bgs. Around 2 to 3 inches bgs, the subsurface became too rocky to excavate deeper. No evidence of ground disturbance was observed, except for a small pothole at the western boundary of RDN-50 and an approximately 1.5-foot long by 3-foot wide by 4-inch deep area around water wells in the centerline of RDN-57.

At the time of subsample collection, soil from all of the road segments was either frozen or too moist to pass through a sieve; therefore, subsamples were contained in labeled quart-sized plastic bags to be dried overnight and sieved once dry. After all subsamples had been collected, the holes were backfilled with road base until level with the surrounding road surface and compacted using hand tools.

#### *Composite Sample Collection*

After several days of air drying, subsamples from only three road segments including RDN-50, RDN-57, and RDN-29 were dry enough to sieve. Three composite samples from these segments (sample IDs 24-RDN-50-1, 24-RDN-57-1, and 24-RDN-29-1) were collected by passing the soil through a disposal sieve (2-millimeter mesh size). Roughly equal volumes of sieved soil from each subsample were added to a clean plastic bag and were mixed thoroughly. The final composite sample was then transferred from the bag to the laboratory-supplied glass jar. The sample containers were labeled, logged onto chain-of-custody documents, and stored on ice for submittal to Pace Analytical in Mount Juliet, Tennessee (Pace). Subsamples collected from RDN-84, RDN-59, and RDN-09 were still wet after several days, so the subsamples contained in labeled quart-sized plastic bags were submitted to Pace to be dried and homogenized at the laboratory. Samples were analyzed for total lead via United States Environmental Protection Agency (USEPA) Method 6010B. Quality control (QC) samples included one equipment rinsate blank and one field duplicate, collected at RDN-50 (24-RDN-50-1-FD). The QC samples were also analyzed via Method 6010B.

#### *Equipment Decontamination and Investigation Derived Waste Management*

Reusable sampling equipment (chisels, crow bar, and hand trowels) were decontaminated between sample locations. The equipment was first rinsed with distilled water to remove soil before being soaked in a solution of Alconox detergent and water. Finally, the equipment was rinsed with distilled water.

Investigation derived waste (IDW) consisting of decontamination water was containerized in five-gallon buckets, while solid waste generated (trash and used personal protective equipment (PPE) was collected in a trash bag. At the end of the sampling event, approximately 2.5 gallons of decontamination water and one trash bag containing solid waste were disposed of at the Rico Soil Lead Repository by repository personnel.

## DATA VALIDATION

Geosyntec validated the laboratory analytical results for the collected soil samples, including the QC samples, in accordance with the *Phase I VCUP Work Plan* (Formation Environmental 2023). The data provided by the analytical laboratory and the data obtained in the field were found to be usable. Lead was not detected in the equipment blank. The relative percent difference between the primary sample and field duplicate sample results were found to be within the acceptable validation criteria. The laboratory analytical report is provided as **Attachment C** and the data validation report is included as **Attachment D**. **Table 1** presents the analytical results, including the laboratory and data validation qualifiers.

## RESULTS

Lead concentrations for the six road segments sampled in November 2024 are illustrated on **Figure 1**, along with concentrations from the October 2023 sampling event for comparison. The 2024 and 2023 results were generally similar and well below the LAL of 761 milligrams per kilogram (mg/kg). As expected due to natural variability, some lead concentrations were higher (RDN-09, RDN-50, and RDN-59) while some lead concentrations were lower (RDN-29, RDN-84, and RDN-57) than measured in 2023. See **Table 2**.

## CONCLUSIONS

The results of the Geosyntec field duplicate samples collected in six road segments in Rico validated the results of the AR/Pioneer sampling event in October 2023. The similarity between the datasets supports the conclusion that 2023 data were collected and analyzed properly. Geosyntec's results reflect the natural variability of the road base material, and based on field observations, subsamples were representative of the sampled road segment. Therefore, in Geosyntec's opinion the results from both the October 2023 and November 2024 sampling events are usable and valid.

**REFERENCES**

Formation Environmental. 2023. *Rico Townsite Soils 2023 Voluntary Cleanup Program (VCUP) Application*. April.

Formation Environmental. 2023. *Appendix B – Phase I VCUP Work Plan*. April.

Geosyntec. 2024. *Road Base Sampling Work Plan, Rico Townsite Soils*. November.

**FIGURE**

Figure 1 – Lead Concentrations in Unpaved Road Samples – 2023-2024

**TABLE**

Table 1 – Lead Concentrations in Unpaved Road Samples - November 2024

Table 2 – Relative Percent Differences Between 2023 and 2024 Results

**ATTACHMENTS**

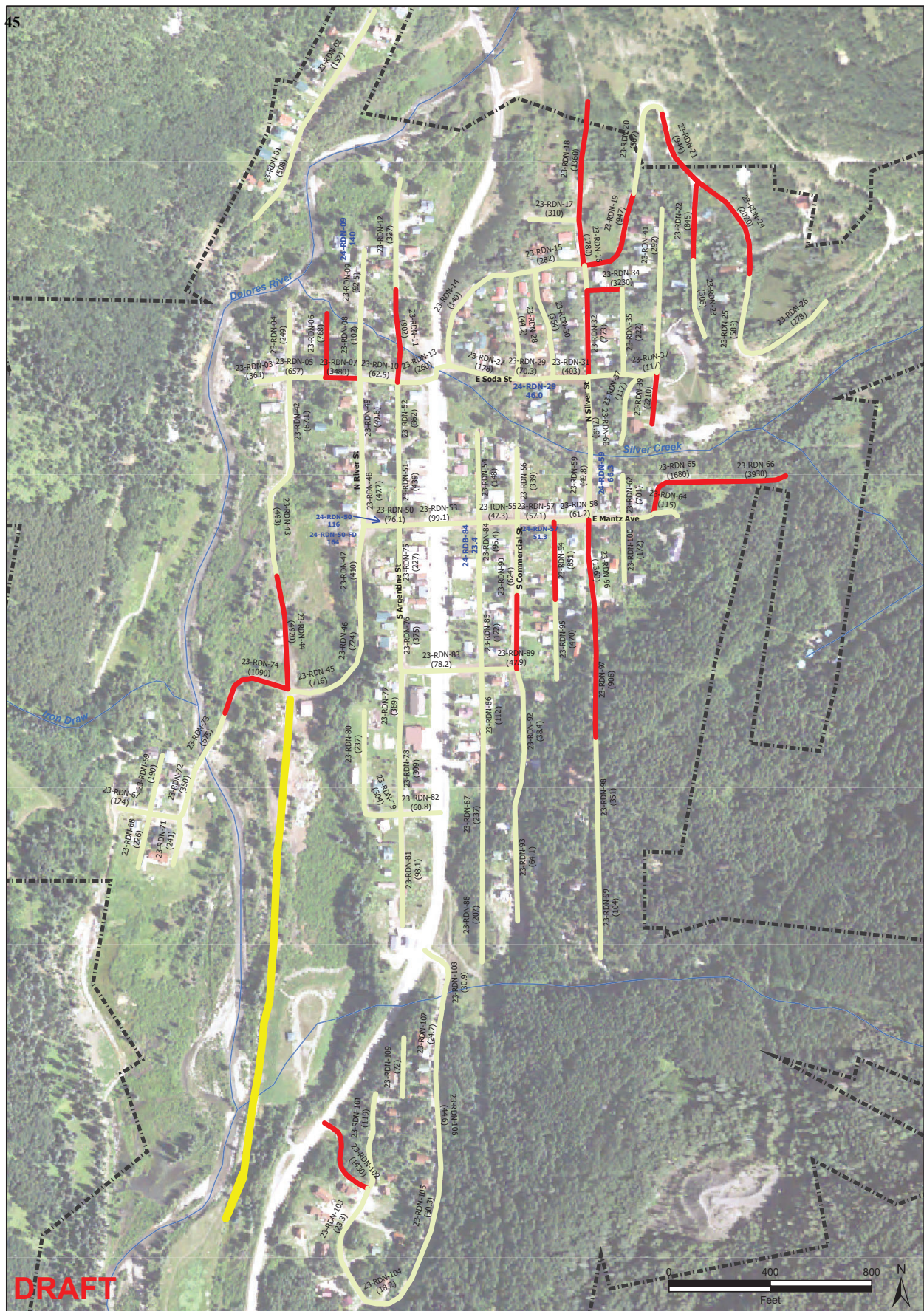
Attachment A – Photographic Log

Attachment B – Sampling Forms

Attachment C – Laboratory Analytical Report

Attachment D – Data Validation Checklist

**FIGURE**



**DRAFT**

**Legend**

2023 Lead Concentrations (mg/kg)

— < 761 mg/kg Lead in 2023

— >= 761 mg/kg Lead in 2023

— Railroad Corridor, >761 mg/kg in 2023, cap only

— Rivers and Streams

Town of Rico Boundary

Lead results are from Pace Analytical method 6010 ICP.

**2024 Lead Concentrations (mg/kg)**

RICO, COLORADO

**FIGURE 1  
LEAD CONCENTRATIONS IN UNPAVED  
ROAD SAMPLES (2023-2024)  
0 - 2" DEPTH**

DECEMBER 2024

DE0389

Greenwood Village, CO

**Geosyntec**  
consultants

**TABLES**

**Table 1. Lead Concentrations in Unpaved Road Samples - November 2024  
Rico Town Soils, Rico, Colorado**

<b>Sample ID</b>	<b>Sample Date</b>	<b>Matrix</b>	<b>Result</b>	<b>Qualifier</b>	<b>Units</b>	<b>Reporting Limit</b>
24-RDN-09-1	11/12/2024	Soil	140	J3 J5 J6 J	mg/kg	0.5
24-RDN-29-1	11/12/2024	Soil	46.0		mg/kg	0.5
24-RDN-50-1	11/12/2024	Soil	116		mg/kg	0.5
24-RDN-50-1-FD	11/12/2024	Soil	164		mg/kg	0.5
24-RDN-84-1	11/12/2024	Soil	23.4		mg/kg	0.5
24-RDN-57-1	11/12/2024	Soil	51.3		mg/kg	0.5
24-RDN-59-1	11/12/2024	Soil	66.3		mg/kg	0.5
24-RDN-59-1-B	11/12/2024	Water	ND		mg/L	0.006

**Notes:**

B: Equipment rinsate blank

FD: Field duplicate

J3: Laboratory qualifier; relative percent difference exceeded control limits in the associated quality control (QC) samples

J5: Laboratory qualifier; recovery exceeded control limits in the matrix spike/matrix spike duplicate (MS/MSD)

J6: Laboratory qualifier; recovery was below control limits in the MS/MSD

J: Validation qualifier; result is estimated due to QC results outside of control limits

mg/kg: Milligrams per kilogram

mg/L: Milligrams per liter

**Table 2. Relative Percent Differences Between 2023 and 2024 Results  
Rico Town Soils, Rico, Colorado**

Sample ID	Sample Date	Result	% RPD
24-RDN-09-1	11/12/2024	140	40.86
23-RDN-09-1	10/15/2023	92.5	
24-RDN-29-1	11/12/2024	46.0	41.79
23-RDN-29-1	10/18/2023	70.3	
24-RDN-50-1	11/12/2024	116	41.54
23-RDN-50-1	10/16/2023	76.1	
24-RDN-84-1	11/12/2024	23.4	121.87
23-RDN-84-1	10/16/2023	96.4	
24-RDN-57-1	11/12/2024	51.3	10.70
23-RDN-57-1	10/17/2023	57.1	
24-RDN-59-1	11/12/2024	66.3	28.42
23-RDN-59-1	10/17/2023	49.8	

**Notes:**

RPD: Relative percent difference

$$RPD(\%) = \frac{S1 - S2}{\frac{S1 + S2}{2}} \times 100 \quad \text{where } S1 \text{ and } S2 \text{ are the duplicated values}$$



**ATTACHMENT A**  
**PHOTOGRAPHIC LOG**

## GEOSYNTEC CONSULTANTS

### Photographic Record

**Project Name:** Rico Townsite Soils

**Project Number:** DE0389

**Client:** Kaplan Kirsch

**Site Location:** Rico, Colorado

#### Photograph 1

**Date:** 12 November 2024

**Direction:** South

**Comments:** View of segment RDN-09. Soil was frozen and/or icy.



#### Photograph 2

**Date:** 12 November 2024

**Direction:** Northwest

**Comments:** An approximately 1-inch layer of ice covered two of the subsample locations for segment RDN-09.



## GEOSYNTEC CONSULTANTS

### Photographic Record

**Project Name:** Rico Townsite Soils

**Project Number:** DE0389

**Client:** Kaplan Kirsch

**Site Location:** Rico, Colorado

#### Photograph 3

**Date:** 12 November 2024

**Direction:** South

**Comments:** Frozen soil with gravel in the northern half of segment RDN-09.



#### Photograph 4

**Date:** 12 November 2024

**Direction:** East

**Comments:** View of the eastern portion of segment RDN-29. Ruttled areas from drainage were avoided when collecting subsamples.



## GEOSYNTEC CONSULTANTS

### Photographic Record

**Project Name:** Rico Townsite Soils

**Project Number:** DE0389

**Client:** Kaplan Kirsch

**Site Location:** Rico, Colorado

#### Photograph 5

**Date:** 12 November 2024

**Direction:** East

**Comments:** Subsample-04 from segment RDN-29 was relatively dry, with gravel cobbles from 0-2 inches below ground surface (bgs). Larger rocks prevented digging deeper than 2 inches bgs.



#### Photograph 6

**Date:** 12 November 2024

**Direction:** East

**Comments:** Eastern portion of segment RDN-50. Subsample locations are visible on either side of the cone.



## GEOSYNTEC CONSULTANTS

### Photographic Record

**Project Name:** Rico Townsite Soils

**Project Number:** DE0389

**Client:** Kaplan Kirsch

**Site Location:** Rico, Colorado

#### Photograph 7

**Date:** 12 November 2024

**Direction:** Southwest

**Comments:** Non-native gravel was observed around a pothole in the southwestern portion of segment RDN-50 (west of the subsample locations).

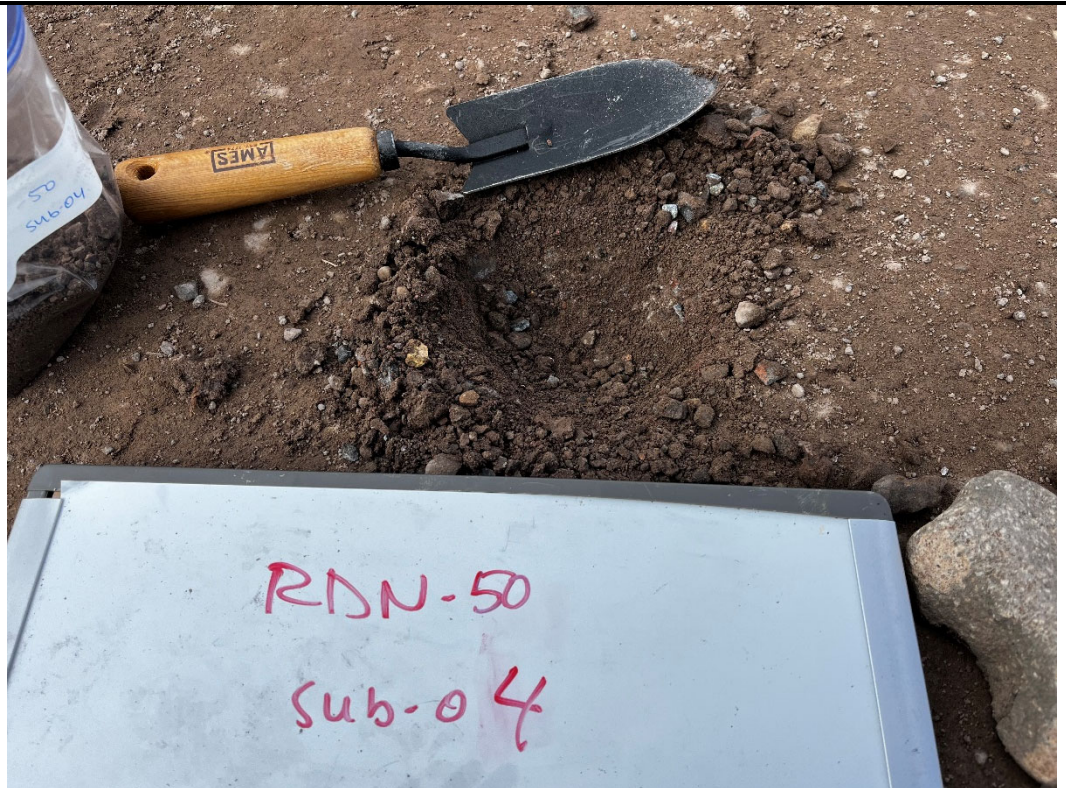


#### Photograph 8

**Date:** 12 November 2024

**Direction:** West

**Comments:** Soil observed at subsample-04 of segment RDN-50 was slightly moist from 0-2 inches bgs. Smaller gravel cobbles were observed from 0-2 inches bgs, and larger rocks prevented digging deeper than 2 inches bgs.



## GEOSYNTEC CONSULTANTS

### Photographic Record

**Project Name:** Rico Townsite Soils

**Project Number:** DE0389

**Client:** Kaplan Kirsch

**Site Location:** Rico, Colorado

#### Photograph 9

**Date:** 12 November 2024

**Direction:** South

**Comments:** Wet soil at subsample-03 and -04 locations of segment RDN-84.



#### Photograph 10

**Date:** 12 November 2024

**Direction:** North

**Comments:** Yellow-tan mineralization observed in RDN-84 subsample-03, located at the southern end of the segment.



## GEOSYNTEC CONSULTANTS

### Photographic Record

**Project Name:** Rico Townsite Soils

**Project Number:** DE0389

**Client:** Kaplan Kirsch

**Site Location:** Rico, Colorado

#### Photograph 11

**Date:** 12 November 2024

**Direction:** East

**Comments:** Disturbed soil around the municipal water line was observed near the western subsamples for segment RDN-57.



#### Photograph 12

**Date:** 12 November 2024

**Direction:** Northeast

**Comments:** Water well covers excavated near the centerline of segment RDN-57.



## GEOSYNTEC CONSULTANTS

### Photographic Record

**Project Name:** Rico Townsite Soils

**Project Number:** DE0389

**Client:** Kaplan Kirsch

**Site Location:** Rico, Colorado

#### Photograph 13

**Date:** 12 November 2024

**Direction:** East

**Comments:** Subsample-02 (on the western end of segment RDN-57) was rocky at a depth of approximately 1 inch bgs, which prevented digging deeper.



#### Photograph 14

**Date:** 12 November 2024

**Direction:** Northwest

**Comments:** Subsample locations from segment RDN-59 was wet from snowmelt.





## GEOSYNTEC CONSULTANTS

### Photographic Record

**Project Name:** Rico Townsite Soils

**Project Number:** DE0389

**Client:** Kaplan Kirsch

**Site Location:** Rico, Colorado

**Photograph 15**

**Date:** 12 November 2024

**Direction:** North

**Comments:** Soil at subsample-02 from segment RDN-59 was loose and wet from 0-2 inches bgs, with some gravel cobbles.



**Photograph 16**

**Date:** 12 November 2024

**Direction:** North

**Comments:** Collecting a subsample from the northern subsample locations of segment RDN-59.



**ATTACHMENT B**  
**SAMPLING FORMS**

Site: Rico Townsite soils

Project No: DE089

Sample Location: RDN-09

Sample ID: 24-RDN-09-1

Date & Time- Started: 11/12/24 830

Finished: 11/12/24 930

Weather: cloudy, 35°F, breezy

Sampling Method: chisel, hand travel

Subsample

-01

-02

-03

-04

Depth (in)		Description
From	To	
0	2	frozen ground
0	2	" "
0	2	covered w/ ~1 in ice, ground is frozen
0	2	" "
Hard packed soil / rocky below ~2 inches bgs		

Sample ID	Parameters	Grab	Time
24-RDN-09-1	6010B - lead		830

Notes:

Samplers: OB

Date: 11/12/24

Site: Rizo Townsite Soils

Project No: DE0289

Sample Location: RDN-29

Sample ID: 24-RDN-29-1

Date & Time- Started: 11/12/24 945

Finished: 11/12/24 1040

Weather: 25°F, partly cloudy, breezy (wind 15 mph SW)

Sampling Method: chisel/travel

Subsample

- 01
- 02
- 03
- 04

Depth (in)		Description
From	To	
0	2	Moist, brown sand & gravel cobbles
0	2	" "
0	2	" "
0	2	Slightly drier, brown sand & gravel
		Larger rocks / hard-packed soil below ~ 2 inches
		by 5

Sample ID	Parameters	Grab	Time
24-RDN-29-1	60108-Lead		1000

Notes: shallow drainage channel from runoff in northern half of road - Avoided when sampling

Samplers: CB

Date: 11/12/24

Site: **Rico Townsite Soils**

Project No: **DE0389**

Sample Location: **RDN-50**

Sample ID: **24-RDN-50**

Date & Time- Started: **11/12/24 1050**

Finished: **11/12/24**

Weather: **35°F, light snow, partly cloudy, 15-20mph**

**1130**

Sampling Method: **Chisel / travel**

**SW wind**

+2  
Dup

Sub	Depth (in)		Description
	From	To	
-01	0	2	moist, brown sand + gravel cobbles
-02	0	2	↓
-03	0	2	
-04	0	2	
			* large rocks / hard packed @ ~2 in bgs

Sample ID	Parameters	Grab	Time
24-RDN-50-1	60105-Lead		1055
24-RDN-50-1-FD	" "		1055

Notes: **New gravel & cone covering pothole approx. 10 ft west of subsample locations (@ end of segment)**

Samplers: **OB**

Date: **11/12/24**

**Soil Sampling Record**

Site: Rico Townsite Soils

Project No: DE0389

Sample Location: RDN-84

Sample ID: 24-RDN-84-1

Date & Time- Started: 11/12/24 1145

Finished: 11/12/24 1215

Weather: cloudy, wind 15-25 mph SW, 35°F

Sampling Method: chisel/travel

subsample:

-01

-02

-03

-04

Depth		Description
From	To	
0	2	wet + sandy, brown sand w/gravel
0	2	" " " " " "
0	2	" " + tan/yellow mineralization
0	2	wet, brown sand w/gravel
Hard packed below ~2 in bgs		

Sample ID	Parameters	Grab	Time
24-RDN-84-1	6010B-Lead		1145

Notes:

Samplers: OB Date: 11/12/24

**Geosyntec<sup>®</sup>**  
consultants

**Soil Sampling Record**

Site: Rico Townsite Soils

Project No: DE0389

Sample Location: RDN-57

Sample ID: 24-RDN-57-1

Date & Time- Started: 11/12/24 1230

Finished: 11/12/24 1300

Weather: Sunny, 35°F, wind 15-25 mph SW

Sampling Method: Chisel/trowel

Depth (in)		Description
From	To	
0	2	Wet, brown sand w/ gravel cobbles
0	2	Slightly drier, brown, sand + gravel
0	1	" "
0	2	*too rocky to dig deeper than 1" bgs moist brown sand + gravel

-01  
-02  
-03  
-08  
-04

Sample ID	Parameters	Grab	Time
24-RDN-57-1	6010B-Lead		1230

Notes: Excavated area (3<sup>1</sup>/<sub>4</sub> in deep, 1.5 x 3 ft wide) exposing water wells in centerline of road, ~

Samplers: OB Date: 11/12/24

Site: Rico Townsite soils

Project No: DE0389

Sample Location: RDN-59

Sample ID: 24-RDN-59-1

Date & Time- Started: 11/12/24 1320

Finished: 11/12/24 1350

Weather: Partly cloudy, 35°F, Wind 15-25 mph SW

Sampling Method: Chisel/Travel

Subsample

- 01
- 02
- 03
- 04

Depth		Description
From	To	
0	2	Wet, loose, brown sand w/ gravel
0	2	↓
0	2	
0	2	
0	2	

Sample ID	Parameters	Grab	Time
24-RDN-59-1	6010B-lead		1330

Notes:

Samplers: OB

Date: 11/12/24



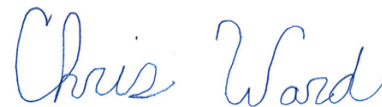
**ATTACHMENT C**  
**LABORATORY ANALYTICAL REPORT**

**Geosyntec Consultants**

Sample Delivery Group: L1801574  
Samples Received: 11/19/2024  
Project Number: DE0389  
Description: Rico Road Base

Report To: Olivia Bojan  
11001 West 120th Avenue  
Suite 130  
Broomfield, CO 80021

Entire Report Reviewed By:



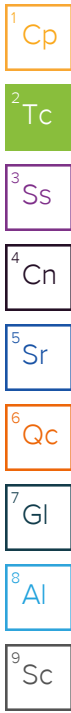
Chris Ward  
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.

# TABLE OF CONTENTS

67

<b>Cp: Cover Page</b>	<b>1</b>
<b>Tc: Table of Contents</b>	<b>2</b>
<b>Ss: Sample Summary</b>	<b>3</b>
<b>Cn: Case Narrative</b>	<b>4</b>
<b>Sr: Sample Results</b>	<b>5</b>
24-RDN-09-1 L1801574-01	<b>5</b>
24-RDN-29-1 L1801574-02	<b>6</b>
24-RDN-50-1 L1801574-03	<b>7</b>
24-RDN-50-1-FD L1801574-04	<b>8</b>
24-RDN-84-1 L1801574-05	<b>9</b>
24-RDN-57-1 L1801574-06	<b>10</b>
24-RDN-59-1 L1801574-07	<b>11</b>
24-RDN-59-1-B L1801574-08	<b>12</b>
<b>Qc: Quality Control Summary</b>	<b>13</b>
<b>Metals (ICP) by Method 6010B</b>	<b>13</b>
<b>Gl: Glossary of Terms</b>	<b>15</b>
<b>Al: Accreditations &amp; Locations</b>	<b>16</b>
<b>Sc: Sample Chain of Custody</b>	<b>17</b>



# SAMPLE SUMMARY

68

## 24-RDN-09-1 L1801574-01 Solid

Collected by Olivia Bojan  
 Collected date/time 11/12/24 08:30  
 Received date/time 11/19/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2406708	1	11/24/24 09:14	11/24/24 21:45	MAP	Mt. Juliet, TN

1 Cp

2 Tc

## 24-RDN-29-1 L1801574-02 Solid

Collected by Olivia Bojan  
 Collected date/time 11/12/24 10:00  
 Received date/time 11/19/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2406708	1	11/24/24 09:14	11/24/24 21:55	MAP	Mt. Juliet, TN

3 Ss

4 Cn

5 Sr

## 24-RDN-50-1 L1801574-03 Solid

Collected by Olivia Bojan  
 Collected date/time 11/12/24 10:55  
 Received date/time 11/19/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2406708	1	11/24/24 09:14	11/24/24 21:57	MAP	Mt. Juliet, TN

6 Qc

7 Gl

8 Al

## 24-RDN-50-1-FD L1801574-04 Solid

Collected by Olivia Bojan  
 Collected date/time 11/12/24 10:55  
 Received date/time 11/19/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2406708	1	11/24/24 09:14	11/24/24 22:02	MAP	Mt. Juliet, TN

9 Sc

## 24-RDN-84-1 L1801574-05 Solid

Collected by Olivia Bojan  
 Collected date/time 11/12/24 11:45  
 Received date/time 11/19/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2406708	1	11/24/24 09:14	11/24/24 22:04	MAP	Mt. Juliet, TN

## 24-RDN-57-1 L1801574-06 Solid

Collected by Olivia Bojan  
 Collected date/time 11/12/24 12:30  
 Received date/time 11/19/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2406708	1	11/24/24 09:14	11/24/24 22:06	MAP	Mt. Juliet, TN

## 24-RDN-59-1 L1801574-07 Solid

Collected by Olivia Bojan  
 Collected date/time 11/12/24 13:30  
 Received date/time 11/19/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2406708	1	11/24/24 09:14	11/24/24 22:07	MAP	Mt. Juliet, TN

## 24-RDN-59-1-B L1801574-08 GW

Collected by Olivia Bojan  
 Collected date/time 11/12/24 14:35  
 Received date/time 11/19/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2407788	1	11/26/24 08:40	11/26/24 20:10	MAP	Mt. Juliet, TN

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Chris Ward  
Project Manager

- <sup>1</sup> Cp
- <sup>2</sup> Tc
- <sup>3</sup> Ss
- <sup>4</sup> Cn
- <sup>5</sup> Sr
- <sup>6</sup> Qc
- <sup>7</sup> Gl
- <sup>8</sup> Al
- <sup>9</sup> Sc

Report Revision History

---

Level II Report - Version 1: 11/27/24 14:11

Project Narrative

---

Report reissued 11/27 for updated units

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Lead	140	<a href="#">J3 J5 J6</a>	0.208	0.500	1	11/24/2024 21:45	<a href="#">WG2406708</a>

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Lead	46.0		0.208	0.500	1	11/24/2024 21:55	<a href="#">WG2406708</a>

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Lead	116		0.208	0.500	1	11/24/2024 21:57	<a href="#">WG2406708</a>

- <sup>1</sup>Cp
- <sup>2</sup>Tc
- <sup>3</sup>Ss
- <sup>4</sup>Cn
- <sup>5</sup>Sr
- <sup>6</sup>Qc
- <sup>7</sup>Gl
- <sup>8</sup>Al
- <sup>9</sup>Sc



Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Lead	164		0.208	0.500	1	11/24/2024 22:02	<a href="#">WG2406708</a>

- <sup>1</sup>Cp
- <sup>2</sup>Tc
- <sup>3</sup>Ss
- <sup>4</sup>Cn
- <sup>5</sup>Sr
- <sup>6</sup>Qc
- <sup>7</sup>Gl
- <sup>8</sup>Al
- <sup>9</sup>Sc

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Lead	23.4		0.208	0.500	1	11/24/2024 22:04	<a href="#">WG2406708</a>

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Lead	51.3		0.208	0.500	1	11/24/2024 22:06	<a href="#">WG2406708</a>

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Lead	66.3		0.208	0.500	1	11/24/2024 22:07	<a href="#">WG2406708</a>

- <sup>1</sup>Cp
- <sup>2</sup>Tc
- <sup>3</sup>Ss
- <sup>4</sup>Cn
- <sup>5</sup>Sr
- <sup>6</sup>Qc
- <sup>7</sup>Gl
- <sup>8</sup>Al
- <sup>9</sup>Sc

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
Lead	U		0.00299	0.00600	1	11/26/2024 20:10	<a href="#">WG2407788</a>

- <sup>1</sup>Cp
- <sup>2</sup>Tc
- <sup>3</sup>Ss
- <sup>4</sup>Cn
- <sup>5</sup>Sr
- <sup>6</sup>Qc
- <sup>7</sup>Gl
- <sup>8</sup>Al
- <sup>9</sup>Sc

Method Blank (MB)

(MB) R4150065-1 11/24/24 21:42

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
Lead	U		0.208	0.500

<sup>1</sup>Cp

<sup>2</sup>Tc

<sup>3</sup>Ss

Laboratory Control Sample (LCS)

(LCS) R4150065-2 11/24/24 21:44

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
Lead	100	103	103	80.0-120	

<sup>4</sup>Cn

<sup>5</sup>Sr

L1801574-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1801574-01 11/24/24 21:45 • (MS) R4150065-5 11/24/24 21:50 • (MSD) R4150065-6 11/24/24 21:52

Analyte	Spike Amount	Original Result	MS Result	MSD Result	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
Lead	100	140	183	446	43.2	306	1	75.0-125	<u>J6</u>	<u>J3 J5</u>	83.4	20

<sup>6</sup>Qc

<sup>7</sup>Gl

<sup>8</sup>Al

<sup>9</sup>Sc

Method Blank (MB)

(MB) R4151086-1 11/26/24 19:35

Analyte	MB Result mg/l	MB Qualifier	MB MDL mg/l	MB RDL mg/l
Lead	U		0.00299	0.00600

Laboratory Control Sample (LCS)

(LCS) R4151086-2 11/26/24 19:36

Analyte	Spike Amount mg/l	LCS Result mg/l	LCS Rec. %	Rec. Limits %	LCS Qualifier
Lead	1.00	0.998	99.8	80.0-120	

L1801576-02 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1801576-02 11/26/24 19:38 • (MS) R4151086-4 11/26/24 19:42 • (MSD) R4151086-5 11/26/24 19:43

Analyte	Spike Amount mg/l	Original Result mg/l	MS Result mg/l	MSD Result mg/l	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Lead	1.00	U	0.992	0.994	99.2	99.4	1	75.0-125			0.165	20

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

## Guide to Reading and Understanding Your Laboratory Report

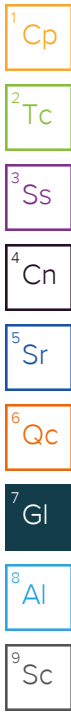
The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

### Abbreviations and Definitions

MDL	Method Detection Limit.
RDL	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
J3	The associated batch QC was outside the established quality control range for precision.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.





# ACCREDITATIONS & LOCATIONS

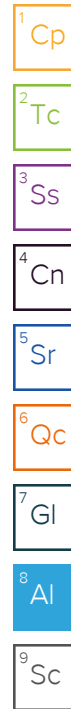
## Pace Analytical National 12065 Lebanon Rd Mount Juliet, TN 37122

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN000032021-1
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico <sup>1</sup>	TN00003
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina <sup>1</sup>	DW21704
Georgia	NELAP	North Carolina <sup>3</sup>	41
Georgia <sup>1</sup>	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky <sup>1,6</sup>	KY90010	South Carolina	84004002
Kentucky <sup>2</sup>	16	South Dakota	n/a
Louisiana	AI30792	Tennessee <sup>1,4</sup>	2006
Louisiana	LA018	Texas	T104704245-20-18
Maine	TN00003	Texas <sup>5</sup>	LAB0152
Maryland	324	Utah	TN000032021-11
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	110033
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	998093910
Montana	CERT0086	Wyoming	A2LA
A2LA – ISO 17025	1461.01	AIHA-LAP,LLC EMLAP	100789
A2LA – ISO 17025 <sup>5</sup>	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

<sup>1</sup> Drinking Water <sup>2</sup> Underground Storage Tanks <sup>3</sup> Aquatic Toxicity <sup>4</sup> Chemical/Microbiological <sup>5</sup> Mold <sup>6</sup> Wastewater n/a Accreditation not applicable

\* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

\* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace Analytical.



Company Name/Address:  
**Geosyntec Consultants**  
 11001 West 120th Avenue  
 Suite 130  
 Broomfield, CO 80021

Billing Information:  
 Accounts Payable  
 11001 West 120th Avenue  
 Suite 130  
 Broomfield, CO 80021

Report to:  
**Olivia Bojan**

Email To:  
 obojan@geosyntec.com;dfolkes@geosyntec.co

Project Description:  
**Rico Road Base**

City/State Collected:  
**RICO, CO**

Please Circle:  
 PT MT CT ET **D**

Phone: **303-790-1340**

Client Project #  
**DE0389**

Lab Project #  
**ENVGROCCO-DE0389**

Collected by (print):  
**Olivia Bojan**

Site/Facility ID #

P.O. #  
**100065763**


Collected by (signature):  
*Olivia Bojan*  
 Immediately Packed on Ice N    Y X

**Rush?** (Lab MUST Be Notified)  
 \_\_\_ Same Day \_\_\_ Five Day  
 \_\_\_ Next Day \_\_\_ 5 Day (Rad Only)  
 \_\_\_ Two Day \_\_\_ 10 Day (Rad Only)  
 \_\_\_ Three Day  
 Date Results Needed  
**Std TAT**

No. of Cntrs

Sample ID	Comp/Grab	Matrix *	Depth (in)	Date	Time	Cntrs
24-RDN-09-1	C	SS	0-2	11/12/24	830	1
24-RDN-29-1	C	SS	0-2	11/12/24	1000	1
24-RDN-50-1	C	SS	0-2	11/12/24	1055	1
24-RDN-50-1-FD	C	SS	0-2	11/12/24	1055	1
24-RDN-84-1	C	SS	0-2	11/12/24	1145	1
24-RDN-57-1	C	SS	0-2	11/12/24	1230	1
24-RDN-59-1	C	SS	0-2	11/12/24	1330	1
24-RDN-59-1-B	G	GW	-	11/12/24	1435	1

Analysis / Container / Preservative									
Pres	Chk								

Chain of Custody Page 1 of 1  
  
**MT JULIET, TN**  
 12065 Lebanon Rd Mount Juliet, TN 37122  
 Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at: <https://info.pacelabs.com/hubfs/pas-standard-terms.pdf>

SDG # **L1801574**  
 Table **C006**  
 Acctnum: **ENVGROCCO**  
 Template: **T262805**  
 Prelogin: **P1110262**  
 PM: **824 - Chris Ward**  
 PB:  
 Shipped Via: **FedEX Ground**

\* Matrix:  
 SS - Soil AIR - Air F - Filter  
 GW - Groundwater B - Bioassay  
 WW - WasteWater  
 DW - Drinking Water  
 OT - Other \_\_\_\_\_

Remarks:  
 pH \_\_\_\_\_ Temp \_\_\_\_\_  
 Flow \_\_\_\_\_ Other \_\_\_\_\_  
 Samples returned via:  
 \_\_\_ UPS \_\_\_ FedEx \_\_\_ Courier \_\_\_\_\_  
 Tracking # **4171 6907 7805**

**Sample Receipt Checklist**  
 COC Seal Present/Intact: NP Y N  
 COC Signed/Accurate: Y N  
 Bottles arrive intact: Y N  
 Correct bottles used: Y N  
 Sufficient volume sent: Y N  
 If Applicable  
 VOA Zero Headspace: Y N  
 Preservation Correct/Checked: Y N  
 RAD Screen <0.5 mR/hr: AY N

Relinquished by: (Signature)  
*Olivia Bojan*

Date: **11/18/24**  
 Time: **1830**

Received by: (Signature)

Trip Blank Received: Yes/No  
 HCL/MeOH  
 TBR

Relinquished by: (Signature)

Date: \_\_\_\_\_  
 Time: \_\_\_\_\_

Received by: (Signature)

Temp: **24.92°C**  
 Bottles Received: **24 8**

If preservation required by Login: Date/Time

Relinquished by: (Signature)

Date: \_\_\_\_\_  
 Time: \_\_\_\_\_

Received for lab by: (Signature)  
*[Signature]*

Date: **11/19/24**  
 Time: **0900**

Hold: \_\_\_\_\_  
 Condition: NCF / OK

**ATTACHMENT D**  
**DATA VALIDATION CHECKLIST**

**Rico Town Soils– L1801574**  
**Data Validation Checklist**  
**Geosyntec Consultants, Greenwood Village, CO**

Project: DE0389	Completed by: O. Bojan
Laboratory Name/Report ID: Pace Analytical Mount Juliet, TN – L1801574	Date: 12/6/2024

<i>Item</i>	<i>Y</i>	<i>N</i>	<i>NA</i>	<i>Reviewer</i>	<i>Comments</i>
<b>Field Document Review</b>					
1. Does the total number of samples analyzed in this data package exceed 20 samples (does not include QA samples)?		x			Five samples total, MW-8 (L1802431-06) was evaluated.
a. If more than 20 samples, review 1 in 20. List additional samples reviewed in comments.			x		
2. Were all sample identities consistent in field notes, forms, and COC?	x				Field forms and notes list the road segment IDs (RDN-XX); sample IDs are consistent with the segment IDs, with the addition of “24-” to denote the collection year and “-1” to denote the sample number from each road segment.
3. Were field calculations (e.g., conductivities and water levels) accurate?			x		
4. Were the samples collected, preserved, and shipped in accordance with project specs?	x				
5. If any problems were detected in the review of selected samples, all samples represented by the data package must be evaluated. Was it necessary to evaluate all samples?		x			No issues were noted.
<b>Chain of Custody (COC)</b>					
1. Is the project name listed?	x				
2. Are the client sample IDs listed?	x				
3. Are the sample matrices listed?	x				
4. Are the date & time of sample collection listed for each sample?	x				
5. Are the sample preservations noted?	x				
6. Are the analyses noted?	x				
7. Are the samples properly relinquished and received?	x				
<b>Report Review</b>					
1. Sample receipt issues noted/described?	x				
2. Date & time of lab receipt noted?	x				

**Rico Town Soils– L1801574**  
**Data Validation Checklist**  
**Geosyntec Consultants, Greenwood Village, CO**

<i>Item</i>	<i>Y</i>	<i>N</i>	<i>NA</i>	<i>Reviewer</i>	<i>Comments</i>
3. Lab IDs match those listed on COC?	x				The lab IDs matched the COC IDs.
4. Lab completed analyses for all samples collected?	x				
5. Did all samples arrive in good condition at the laboratory?	x				
6. Was the sample login information complete and compared to the COC?	x				
7. Is the report narrative present and complete?	x				
8. Did the case narrative flag any issues not noted elsewhere?	x				
9. Did the EDD match the lab report?	x				

Comments: None

<b>Analysis: Total Lead by US EPA Method 6010B</b>	<i>Y</i>	<i>N</i>	<i>NA</i>	<i>Reviewer</i>	<i>Comments</i>
<b>A. Initial Review</b>					
1. Are the correct compound lists reported?	x				
2. Are all the compounds reported in the blanks and LCSs?	x				
3. Are the sample results consistently reported to the MDLs?	x				
4. Are the MDLs at or below the PAL listed in the Work Plan?	x				MDLs are below the lead action level.
5. Are the lab flags defined?	x				
6. Are the units correct?	x				
7. Are the times of analyses reported?	x				
8. Are the methods the same as those in the Work Plan?	x				
9. Were lab flags correctly applied?	x				
<b>B. Holding Time and Preservation</b>					
1. Holding times met?	x				
2. Samples appropriately preserved?	x				
<b>C. QC Samples</b>					
1. Blanks: 1/20 samples & should not contain any target analyte at a concentration greater than the MDLs?	x				Two method blanks (MBs) were reported. No analytes were detected.
a. Review detections in the samples and qualify as appropriate as indicated in the EPA NFG.			x		
2. Surrogates (organic analyses only): in all samples & QC samples and within laboratory limits?			x		

**Rico Town Soils– L1801574**  
**Data Validation Checklist**  
**Geosyntec Consultants, Greenwood Village, CO**

<b>Analysis: Total Lead by US EPA Method 6010B</b>	<b>Y</b>	<b>N</b>	<b>NA</b>	<b>Reviewer</b>	<b>Comments</b>
a. If surrogates outside the limits, qualify as appropriate as indicated in the EPA NFG			x		
3. LCS (& LCSD if presented): 1/20 samples and within laboratory limits?	x				Two LCS were reported. Results were within laboratory control limits.
a. If recoveries outside the limits, qualify associated samples as appropriate as indicated in the EPA NFG			x		
b. If LCSD samples are present, evaluate precision. If RPD outside the limits qualify associated samples as appropriate			x		Not reported.
4. MS/MSD: 1/20 samples and within laboratory limits?		x			One MS/MSD was reported using 24-RDN-09-1.
a. If recoveries or RPD outside the limits, qualify associated sample as appropriate as indicated in the EPA NFG	x				The recoveries for lead in the MS/MSD were outside of control limits due to sample matrix interference. The RPD also exceeded control limits. The associated sample result will be qualified "J" as estimated.
5. Laboratory Duplicate: 1/20 sample and within laboratory limits?			x		Not reported.
a. If RPD outside the limits, qualify associated sample as appropriate as indicated in the EPA NFG			x		
<b>D. Field QC Samples</b>					
1. Field QC analyzed (e.g., field blanks, dups)?	x				
2. Field QC blank results acceptable:					
a. Trip blank?			x		
b. Field blank?			x		
c. Equipment blank?		x			No detections in 24-RDN-59-1-B.
3. Field duplicate analyzed?	x				A field duplicate was collected at 24-RDN-50-1 (24-RDN-50-1-FD).
4. Field duplicate RPD criteria met (50% RPD when >5x the RL, +/- RL when <5x RL).	x				See comparison below.

Comments: None

<b>Client samp id</b>	<b>Samp date</b>	<b>Analyte Name</b>	<b>Result</b>	<b>Qual</b>	<b>RL</b>	<b>RLx5</b>	<b>+/-</b>	<b>% RPD</b>	<b>Flag?</b>
24-RDN-50-1	11/12/2024	Lead	116		0.5	2.5		-34.29	N
24-RDN-50-1-FD	11/12/2024	Lead	164		0.5				

L1801574 Checklist

Lab ID: Pace Analytical

Page 3 of 4

**Rico Town Soils– L1801574**  
**Data Validation Checklist**  
**Geosyntec Consultants, Greenwood Village, CO**

**Definitions**

%D - Percent difference

EDD – Electronic data deliverable

EPA – Environmental Protection Agency

EPA NFG - USEPA National Functional Guidelines for Organic Superfund Methods Data Review, November 2020 (OLEM 9240.0-51, EPA 542-R-20-006),

USEPA National Functional Guidelines for Inorganic Superfund Methods Data Review, (OLEM 9240.1-66, EPA 542-R-20-006)

ICV - Initial calibration verification

LCS - Laboratory control sample

LCSD – Laboratory control sample duplicate

MDL - Method detection limit

MS – Matrix Spike

MSD – Matrix Spike Duplicate

PAL – Project action limits

QAPP - Quality assurance project plan

QC - Quality Control

RL - Reporting limit

RPD – Relative percent difference

US – United States

**Town of Rico**  
**Road Dust Palliatives Application**  
**Request for Proposals**  
**RFP-2025-01**

Table of Contents

<b>Section I</b>	<b>General Information</b>
1.1	Pre-Submittal Conference
1.2	Submission of Proposal
1.3	Contents of Proposals
1.4	Information
1.5	Proposer Due Diligence
1.6	Confidential or Proprietary Information
1.7	Addenda
1.8	Withdrawal or Modification of Offers
1.9	Acceptance
1.10	Preparation Cost
1.11	Award
1.12	Contract Administration
1.13	Substantive Submittals
1.14	Governing Law
1.15	Schedule of Events
1.16	Inquiries
<b>Section II</b>	<b>Minimum Specifications</b>
2.0	Overview
2.1	Scope of Work
2.2	Price Requirements
2.3	Form of Contract
<b>Section III</b>	<b>Submittal Content</b>
3.0	Summary
3.1	Submittal Format
3.2	Submittal Requirements
<b>Section IV</b>	<b>Evaluation Criteria</b>
4.0	Evaluation Criteria
4.1	Selection Committee
4.2	Evaluation Process
4.3	Award of Contract
<b>Section V</b>	<b>Attachments</b>
	Attachment A - Scope of Work
	Attachment B - Insurance Requirements
	Attachment C – Form of Contract
	Attachment D – Map of Town Roads





## SECTION I GENERAL INFORMATION

Section I provides general information to potential Proposers on subjects such as where to submit, addenda, proprietary information designation, and other similar administrative elements.

### 1.1 PRE-SUBMITTAL CONFERENCE

There is no pre-submittal conference for this project.

### 1.2 SUBMISSION OF QUALIFICATIONS

All Proposals must be submitted to the Town through BidNet and must be submitted on BidNet prior to the submission deadline. The Town will not accept written, emailed, or faxed Proposals.

**Submission Deadline:5:00 pm (MST) on [DUE DATE]**

The opening will not be public. Proposers will be notified if their Proposal is not accepted. The Proposal shall remain the property of the Town of Rico.

### 1.3 CONTENTS OF PROPOSALS

The following materials shall be part of the requested documents:

1. Cover Letter
2. Items required by Section III

### 1.4 INFORMATION AND COMMUNICATION

All questions regarding the Proposal contents, scope of work, selection process, or interpretation of the terms and conditions of the RFP shall be submitted in writing no later than seven (7) calendar days before the deadline for submission of offers as further provided in Section 1.16 below. Commencing on the date the RFP is issued and ending on the date a contract is executed with the successful Proposer, Proposers (including their employees or agents) may not contact employees or consultants of the Town of Rico regarding this RFP other than through the Inquiry process in Section 1.16. Any Proposer that contacts or seeks to contact the Town of Rico, including its employees or consultants, regarding this RFP without following the process specified in this RFP, may be deemed non-responsive or its Proposal may be deemed non-responsive in the sole discretion of the Town.

Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information.

This is not a public bid opening; therefore, the Town of Rico will not release information pertaining to the number of proposals received, names of Proposers, or pricing until an award is made.

### 1.5 PROPOSER DUE DILIGENCE

Each Proposer shall judge for themselves all conditions and circumstances related to the Scope of Work and this RFP and shall become informed about any challenges posed by this project. The Proposer's failure to investigate shall not be the basis for a Proposer refusing to enter into or perform the contract that results from this RFP.

If the Proposer has obtained this RFP from any source other than directly from the Town of Rico's sole method of publication, BidNet, it will not receive any Addenda, which could result in submitting a non-responsive Proposal. The Proposer is solely responsible for ensuring that it obtained the correct RFP and any Addenda.

#### 1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If a Proposer believes that parts of its Proposal are confidential pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., then the Proposer must identify this information. The Proposer must stamp in bold letters the term CONFIDENTIAL on that part of the Proposal which the Proposer believes to be confidential. The Proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proposer believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The Town of Rico will be the sole judge as to whether a claim is general and/or vague in nature. All Proposals and parts of Proposals which are not marked as confidential will be automatically considered public information after the contract is awarded and may be provided to requestors pursuant to the Colorado Open Records Act.

#### 1.7 ADDENDA

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Proposer to make an adequate interpretation of this RFP, an addendum or addenda to the RFP will be provided through upload to BidNet. The Town may issue an addendum at any time prior to the deadline for submission of Proposals. The Proposers are required to acknowledge receipt of any addenda by acknowledgement in the submittal cover letter.

#### 1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Proposer may modify or withdraw a Proposal in writing at any time prior to the deadline for submission of a Proposal unless otherwise required in the RFP. Any request for withdrawal of a Proposal must be signed by the individual who signed the initial Proposal.

#### 1.9 ACCEPTANCE

Each Proposal shall be considered an offer, which may be accepted by the Town of Rico without discussions or negotiations.

By submitting a Proposal in response to this solicitation, the Proposer agrees that its Proposal will be held open for and may be accepted by the Town of Rico at any time within 90 days from the date the RFP proposals are due (see Section 1.2 above).

The Town of Rico reserves the right to reject any portion or the entire Proposal and to waive informalities and minor irregularities in Proposals received, and/or to accept any portion of the Proposal if deemed in the best interest of the Town of Rico. Failure of the Proposer to provide any information requested in the RFP in its Proposal may result in rejection for non-responsiveness.

#### 1.10 PREPARATION COST

The cost of preparation is not a reimbursable cost. Proposal preparation costs and any presentation costs shall be at the Proposer's expense and are the Proposer's sole responsibility. Proposer may not

include the cost of preparing its Proposal and presentation, if any is required, in its proposed Rates.

#### 1.11 AWARD

It is the intent of the Town of Rico to select the Proposal that presents the best value to the Town in the sole discretion of the Town.

#### 1.12 CONTRACT ADMINISTRATION

The Town of Rico shall be responsible for administration of the contract for compliance and performance with the interpretation of terms and obligations, scope, schedule, and budget.

#### 1.13 SUBSTANTIVE PROPOSAL REQUIREMENTS

The Proposer shall certify (a) that its Proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that it has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid; (c) that it has not solicited or induced any other person, firm, or corporation from submitting a Proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Proposers or over the Town of Rico. The Proposer shall certify that it will provide the required Insurance as specified in Attachment B and will agree to the form of contract provided in Attachment C.

#### 1.14 GOVERNING LAW

The laws of the State of Colorado shall govern any contract executed between the successful Proposer and the Town of Rico. Further, the place of performance and transaction of business shall be deemed to be in the Town of Rico, State of Colorado.

#### 1.15 SCHEDULE OF EVENTS

Advertise Request for Proposals	January xxx, 2024
Questions Due Date	January xxx, 2024
Proposal Due Date	February xxx, 2024
Award of Contract (estimate)	February xxx, 2025
Execution of Contract (estimate)	March xxx, 2025
Kick-off Meeting (estimate)	March xxx, 2025
Completion of Contract (estimate)	April xxx, 2025

#### 1.16 INQUIRIES

All questions about the Scope of Work or other specific questions regarding the work to be performed under this RFP shall be submitted using BidNet. A written response to any inquiry submitted to either recipient will be provided in the form of an Addendum to the solicitation posted on BidNet. All questions shall be submitted in writing no later than seven (7) calendar days prior to the deadline for submission of Proposals. Questions shall not be permitted after this time, including that time between Proposal submission and final selection. Verbal inquiries will not be accepted.

## SECTION II SPECIFICATIONS

### 2.0 OVERVIEW

The Town of Rico is requesting Proposals from contractors qualified and able to apply dust palliatives to dirt roads located in the Town of Rico (the “Subject Roads,” as shown in Attachment D), including all necessary and applicable preparatory work. The purpose of the dust palliative application is to reduce dust from the dirt roads in town, which experiences high winds on a frequent basis. Proposals shall include:

- (1) a description of how the Proposer intends to accomplish the Scope of Work, including identification of the dust palliative the Proposer proposes to apply to best accomplish the Scope of Work. Proposer shall specify why it selected that product, its anticipated longevity or effectiveness, and the pros and cons of the selected product;
- (2) the approach to preparing the roads for application of the dust palliative;
- (3) the frequency on which it will conduct the activities required to accomplish the Scope of Work; and
- (4) the cost to perform the services it proposes.

The contractor may propose to conform with Colorado Department of Transportation Specification Section 209 (Watering and Dust Palliatives) or may propose to conform with another applicable specification. The contractor shall include in its proposal an explanation of the basis for the approach it proposes.

The successful contractor must be prepared to perform the services as outlined in this Section 2 and as contained in the Proposal as soon as the Contract is executed or at another mutually agreed commencement time. The Proposals will be evaluated by the Town of Rico. It is the Town’s goal to select a contractor who will provide the best value to the Town, including effective and efficient road palliative application and related preparatory work with minimal disturbance to the Town and its residents, highest quality of response, customer service, technical expertise, funding assistance, and project management. The award of the contract will be based on the evaluation criteria outlined in Section IV of this RFP.

### 2.1 SCOPE OF WORK

The contractor shall:

- Conduct all work necessary to prepare the Subject Roads (as shown in Attachment D) for the application of dust palliatives, for example, necessary watering and grading work.
- Apply dust palliatives and any other required materials to the Subject Roads consistent with the contractor’s proposal, manufacturer’s specifications and industry best practices.
- Coordinate with the Town of Rico and any other relevant government bodies as necessary to obtain any permits, approvals or authorizations for the work.

- Minimize environmental impacts and disturbances to the Town and its residents throughout the course of the work.
- Coordinate and communicate with affected Town residents, businesses, and property owners as part of its efforts to minimize disturbances.

## 2.2 PRICE REQUIREMENTS

The Town intends to enter into an agreement in which it shall pay the contractor at the specified hourly rates and costs up to the Not to Exceed Price. The contractor will be expected to complete entire scope of work for the Not to Exceed Price and the Town shall not be liable for amounts above the Not to Exceed Price unless the Town and the Proposer agree to an amendment to the Contract to increase the Not to Exceed Price. Proposers shall submit their proposed Not to Exceed Price and hourly rates and other costs. The Town shall consider both the Not to Exceed Price and the hourly rates and other costs submitted.

## 2.3 FORM OF CONTRACT

The form of Contract is attached in Attachment C. The Proposer shall, in its Proposal, acknowledge that it will agree to the Contract, including the addition to the Contract of the Scope of Work in Attachment A; the Insurance Requirements in Attachment B; and the Rates and Charges proposed in its Proposal.

## SECTION III SUBMITTAL CONTENT

### 3.0 SUMMARY

The Town of Rico will be using the evaluation criteria set forth in Section IV of this RFP to make the award of this contract.

### 3.1 SUBMITTAL FORMAT

The Proposal shall include a cover letter summarizing the contents of the Proposal and the Requirements identified in Section 3.2 in the format outlined in this RFP and shall be limited to no more than fifteen (15) pages. The cover letter must include a statement that the Proposer will agree to the Insurance Requirements and the Contract. The cover letter also must include the Proposer's proposed Not to Exceed Price and Rates and Charges. The following pages are exempt from this requirement: Cover letter, Submittal Cover, Divider pages, Attachment A (Not to Exceed Price and Rate Schedule), Attachment B (Insurance Requirements), table of contents, resumes and references. The text and all supporting information must be provided using 11-point font or larger.

### 3.2 SUBMITTAL REQUIREMENTS

Submittals shall contain the experience and technical qualifications of the Proposer in relationship to the Scope of Work. Along with a Cover Letter, the submittal shall contain the following:

- Company Background and Overview
- Technical Expertise
- Ability to Meet Project Schedule
- Previous Work Similar in Scope
- Familiarity with the Work and Work Area
- Work Approach and Proposed Schedule including any requirements in the Scope of Work
- Quality and Environmental Assurances Methods
- References
- Not to Exceed Price and Rate Proposal

## SECTION IV EVALUATION CRITERIA

### 4.0 EVALUATION CRITERIA

The following will be used in the evaluation of the Proposals:

- Cover Letter including acknowledgement of the Addenda, if any
- Previous Experience and qualifications with the application of dust palliatives in an environment similar to Rico, CO
- Proposed approach to completing the Scope of Work
- Proposed Schedule and ability to meet the Town's requirements
- Proposed Not to Exceed price and Rates

The Town of Rico reserves the right to reject any and all Proposals and to waive any formality in Proposals received, to accept or reject any or all of the items in the Proposals and award the job in whole or in part, if it deemed in the best interest of the Town of Rico.

### 4.1 SELECTION COMMITTEE

A Selection Committee will screen all submittals. Submittals will be evaluated based on completeness and the evaluation criteria as outlined above. The Selection Committee will determine which submittals are acceptable or unacceptable. The Town of Rico, in writing, will notify participating firms whose submittals are deemed unacceptable. Those firms offering submittals deemed to be acceptable by the Selection Committee will be evaluated on the criteria outlined in Section 4.0.

### 4.2 EVALUATION PROCESS

Proposers will be ranked based upon the written Proposals received based on the criteria described in Section 4.0. A selection may be made based upon the written Proposals alone. If the selection committee decides to interview, a short list consisting of the top Proposer(s) as rated by the Proposals will be developed. Those short-listed Proposers may be requested to give a presentation and interview for the selection committee to determine the final selection. If interviews with more than one firm are requested, scores and ranks from the initial ranking will not carry over into the presentation and interview stage. It may be possible that the Selection Committee requests an interview with a single firm prior to final selection solely to clarify interpretation of the Proposals.

The Proposer with the highest ranking will be selected to perform the required services (hereinafter the Contractor) and will be notified by telephone and in writing. Those Proposers who are not selected will be notified in writing. Questions regarding the Proposals received, and the evaluation of those submittals and the following presentations and interviews, if any, will be permitted only after the Contract for award has been fully executed.

### 4.3 AWARD OF CONTRACT

Once a contractor is selected, the Town of Rico will enter into a contract with the Contractor based



upon the Scope of Work specified in the RFP, and the Proposal submitted by the Proposer. A pre-contracting audit may be prepared for price negotiation of this contract.

**SECTION V      ATTACHMENTS**

ATTACHMENT A	SCOPE OF WORK
ATTACHMENT B	INSURANCE REQUIREMENTS
ATTACHMENT C	FORM OF CONTRACT
ATTACHMENT D	MAP OF TOWN ROADS

## ATTACHMENT A

### SCOPE OF WORK FOR WATERING AND DUST PALLIATIVES (ROADS AND ALLEYS)

#### **Project Overview:**

This project involves the application of water and magnesium chloride dust palliative materials to designated road and alley surfaces for dust suppression, moisture control, and surface stabilization. The contractor is responsible for providing all necessary materials, equipment, and labor to complete the work as specified. Access to properties and businesses must be maintained throughout the project, and water for dust control will be provided from the town's fire hydrants or other approved sources.

#### **1. General Requirements**

- **Watering and Dust Palliative Applications:** The contractor shall apply water and magnesium chloride dust palliative to designated road and alley surfaces to control moisture content, suppress dust, and stabilize surfaces as specified.
- **Materials:**
  - **Water:** Water used for dust suppression and moisture control shall be sourced from the town's fire hydrants or other approved sources. The water must be free from harmful substances such as oils, acids, alkalis, salts, or other contaminants that could damage the road surfaces or the environment. The contractor must arrange for access to the approved water source and comply with any local regulations or procedures for its use.
  - **Magnesium Chloride Dust Palliative:** The magnesium chloride dust palliative shall have the following composition:
    - **Magnesium Chloride (MgCl<sub>2</sub>):** 28–35% by weight
    - **Enhancing or Non-detrimental Ions:** 0–5% by weight
    - **Water:** 65–72% by weight

#### **2. Specific Work Requirements**

##### **2.1 Dust Palliative (Water Application for Dust Control)**

- The contractor shall apply water to designated road and alley surfaces for dust control. Water must be applied uniformly to prevent the creation of puddles or surface erosion.
- Water shall be applied at the rates and locations as determined by the scope of work to ensure effective dust control across the roadways and alleys.

##### **2.2 Magnesium Chloride Dust Palliative Application**

- **Surface Preparation:** The contractor shall scarify the top 2 inches of the existing road or alley surface to loosen material and improve the penetration of the dust palliative. The surface shall be wetted with water to achieve approximately 4% moisture content, or as otherwise specified.
- **Application:** The magnesium chloride dust palliative shall be applied in two separate applications, each at a rate of 0.25 gallons per square yard.
  - After each application, allow the surface to absorb the dust palliative for 30 minutes to ensure proper penetration and effectiveness.

- **Compaction:** After the second application, the treated surface shall be rolled using a pneumatic tire roller to achieve proper compaction and surface stabilization.
- **Traffic Restrictions:** No traffic shall be permitted on the treated surface until it has fully cured and is safe for use. The contractor must ensure that the surface has set sufficiently before any vehicular traffic is allowed.

### 3. Work Hours and Access to Properties

- **Work Hours:** All work shall be conducted Monday through Friday, from 8:00 AM to 6:00 PM. No work shall be performed outside these designated hours unless otherwise agreed upon in writing.
- **Access to Properties and Businesses:** The contractor shall ensure that access to properties, driveways, and businesses along the treated roads and alleys is maintained at all times during the course of the work. The contractor is responsible for managing work zones to avoid blocking or impeding entry or exit for residents, customers, and service vehicles.
  - If any temporary closures or disruptions are necessary, the contractor must provide prior notice to affected property owners or businesses and ensure that alternate access is available.

### 4. Measurement and Payment

- **Water for Dust Control:** Water used for dust suppression on road and alley surfaces will be measured in thousand gallons (Gallon). Payment will be made for the actual quantity of water applied and accepted at the unit price. Water for dust control will be provided from approved sources, including town fire hydrants, and the contractor must coordinate for access as necessary.
- **Magnesium Chloride Dust Palliative:** The quantity of magnesium chloride dust palliative applied will be measured in gallons. Payment will be made for the actual quantity applied and accepted at the unit price.
- **Measurement Units:**
  - **Water (Gallon):** Measured by the thousand gallons of water applied for dust control on roadways and alleys.
  - **Dust Palliative (Magnesium Chloride):** Measured by the gallons of magnesium chloride dust palliative applied and accepted.

### 5. Quality Assurance

- The contractor is responsible for ensuring that all materials used (water and magnesium chloride dust palliative) meet the quality standards specified in the scope of work.
- All equipment used to apply water and dust palliative must be in good working condition and capable of uniformly distributing the materials without damaging the road or alley surfaces.

### 6. Safety and Environmental Considerations

- The contractor shall take all necessary precautions to ensure the safety of workers and the public during the application of materials.

- Adequate traffic control measures must be implemented to prevent vehicles from entering treated areas before the surface has cured and is safe for use.
- Environmental safeguards must be in place to prevent any runoff or unintended dispersion of water or magnesium chloride that could affect nearby vegetation, drainage systems, or water sources.

This Scope of Work outlines the requirements for the application of water and magnesium chloride dust palliative to road and alley surfaces. Water for dust control will be supplied from approved sources, including the town's fire hydrants, and the contractor must arrange for access as needed. Work must be conducted during the designated hours (Monday through Friday, 8:00 AM to 6:00 PM), and access to properties and businesses must be maintained at all times.

Measurement and payment will be based on the quantities of water and dust palliative used, as outlined in the scope. All work must be carried out in compliance with the specified methods, with no traffic allowed on treated surfaces until they are fully set and stabilized.

**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/ bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the Town's Contract Administrator.
2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the Town, with a copy to the Contract Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Town and the Town's Contract Administrator will be notified of any material changes in the insurance policy(s) such as: cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Town shall be entitled pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Town of Rico. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports. unless the Town grants specific approval for an exception.
6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below. and additional coverage as may apply, with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - a. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado of \$100,000 each accident, \$100,000 disease each employee, \$500,000 disease policy limit.
  - b. Commercial General Liability "Occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. In addition, Contractor must either:
    - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract, OR
    - ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.
  - d. Liability Insurance with an endorsement for work under this Agreement. and EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.
7. The policies required by paragraphs (b) and (c) above shall be endorsed to specify “Town of Rico,” their officers, officials, employees and volunteers as ADDITIONAL INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract.” All certificates of insurance are to be submitted on standard “ACORD 25(20140-05)” form.

**ATTACHMENT C  
FORM OF CONTRACT**



**ATTACHMENT D**  
**MAP OF TOWN ROADS**