

Town of Rico Memorandum

Date: January 21, 2026

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

**Wildfire Resiliency Code – Rebecca Samulski, Executive Director, Fire Adapted Colorado (Pg. 15-57)**

Rebecca Samulski, Executive Director of Fire Adapted Colorado, will present information on the Urban Wildland Interface (WUI) and the Wildfire Resiliency Code. In advance of this presentation, Town Board members are strongly encouraged to watch the following short video: Avoiding Structure Ignitions [https://youtu.be/vL\\_syp1ZScM](https://youtu.be/vL_syp1ZScM). The Wildfire Resiliency Code is scheduled for first reading next month, and the draft code has been included in the meeting packet for review.

**Consideration of a Zone Amendment, Atlantic Cable Headframe parcel, Endless Possibilities LLC applicant (Pg. 58-98)**

Endless Possibilities, LLC has submitted an application requesting an amendment to the Official Zone District Map to change the zoning of the Atlantic Cable Headframe parcel on Highway 145 from Historic Commercial to Commercial in order to support commercial development consistent with surrounding land uses north of Silver Creek. The application asserts that the Historic Commercial designation was adopted in error, and the proposed rezoning may also meet the criteria for compatibility, community benefit, and consistency with the Rico Regional Master Plan under RLUC §418

A public hearing for this application was held by the planning commission at their December 10, 2025 meeting. Their recommendation is provided below:

Motion

Move to recommend approval of zone amendment from historic commercial to commercial at the Atlantic headframe parcel, Endless possibilities LLC applicant

Moved by, Andrew Romanyshyn seconded by Skip Zeller

Vote. A roll call vote was taken, and the motion was approved, 3-0. Voting Yes Kiplynn Smith, Andrew Romanyshyn, Skip Zeller.

The Board held a public hearing on this application at its December 17, 2025 meeting and continued the hearing to this month to allow the applicant time to provide additional documentation. Specifically, the Board requested a title certificate for the property and a

copy of the recorded historic conservation easement per Rico Land Use Code section 414.3.

Those materials, along with the original application and the staff memorandum have been included in the meeting packet for Board review.

### **Consideration of Special Use Permit, community microgrid located at 101 South Glasgow, San Miguel Power Association applicant (Pg. 99-134)**

San Miguel Power Association (SMPA) has submitted a Special Use Permit application to install a 1 MW / 4 MWh Battery Energy Storage System (community microgrid) on the Rico School property at 101 South Glasgow Avenue. The proposed project is intended to provide backup power and improve local electrical reliability during outages. Because community microgrids are not a permitted use by right in the Historic Commercial District, approval of a Special Use Permit is required for the project to move forward. A staff memorandum evaluating the request, along with all required submittal materials, has been included in the packet for the Board of Trustees consideration.

A public hearing for this application was held by the planning commission at their December 10, 2025 meeting. Their recommendation is provided below:

#### Motion

For the Board of Trustees to move forward with the battery storage facility with the following conditions:

1. Relook at a space next to or near the new pavilion.
2. If placed in the current suggested location, SMPA will create a facade that is in compliance with the Historic Commercial aesthetics and add low lying vegetation to reduce impact on main street and help discretion of the fencing.

Moved by, Kiplynn Smith, seconded by Andrew Romanyshyn.

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

### **Consideration of Quarter 4 Financial Statements (Pg. 135-150)**

The Quarter 4 financial statements reflect the Town's financial position at the close of the fiscal year on December 31, 2025. Overall, the Town ended the year in a strong and stable financial position, with core operating funds outperforming budget expectations. The statements for all funds have been included in the packet

The General Fund closed the year with an ending fund balance of approximately \$912,839, reflecting revenue over expenditures of \$125,638. This outcome reflects sales and use tax revenues exceeding budget, along with strong interest earnings and modest property tax growth. Operating expenditures in several categories came in

below budget, and capital costs related to the Town Shop project and lease-purchase payments occurred as planned.

The Street Fund ended the year with an ending fund balance of approximately \$245,834 and revenues over expenditures of approximately \$36,225. Revenues from sales tax, highway users tax, mineral leasing, and County Road and Bridge reapportionment exceeded budget, while operating costs, particularly fuel and payroll-related expenses, were lower than anticipated.

The Water Fund closed the year with an ending fund balance of 394,505. Operating revenues exceeded budget and operating expenditures were generally well controlled; however, planned capital investments in system improvements and lease-purchase transfers resulted in expenditures exceeding revenues by approximately \$6,847 for the year. This outcome reflects intentional infrastructure reinvestment and does not indicate financial stress

The Sewer (Sanitation) Fund ended the year with an ending fund balance of approximately \$207,761. Operating revenues slightly exceeded budget and expenditures remained closely aligned with projections

The Park Fund closed the year with an ending fund balance of approximately \$109,423, reflecting expenditures exceeding revenues due to completion of major park capital projects. Grant revenues and donations were received as anticipated, and the reduction in fund balance is consistent with planned project delivery rather than fiscal concern.

The Conservation Trust Fund ended the year with an ending fund balance of approximately \$3,951. Lottery revenues exceeded budget, while funds were expended on eligible park improvements in accordance with statutory requirements, resulting in expenditures exceeding revenues for the year.

The VCUP Fund closed the year with an ending fund balance of approximately \$75,250. This amount was anticipated, as annual revenue is budgeted in accordance with the funding and settlement agreement. The remaining fund balance is intended to cover incremental costs incurred during development and the rest of the fund is expected to be replenished during the current fiscal year.

*Recommended Motion: I move to approve the Quarter 4 Financial Statements for the fiscal year ending December 31, 2025.*

### **Consideration of liquor license renewal, Rico High INC, DBA Prospector (Pg. 151-154)**

Included in the packet is a liquor license renewal application for Rico High Inc., DBA Prospector. This application is complete and compliant and the business is in good standings.

*Recommended Motion: I move to approve the liquor license renewal, Rico High INC, DBA Prospector*

### **Rico Geothermal Coalition update**

Teal Stetson-Lee will provide an update on the Rico Geothermal Coalition

### **Voluntary Clean Up, VCUP update (Pg. 155-181)**

Below is a follow-up from ARCO regarding 2026 improvements, as discussed by the Board at its December 2025 meeting. Town staff continue to coordinate with legal counsel on road sampling and related issues, and a response from ARCO is anticipated in the near term. Changes to accounts payable payment processes implemented over the past year may improve turnaround times; however, smaller payments currently enter the general payment queue, which can result in delays, while larger payments exceeding \$1 million are handled through a separate, more streamlined process.

AECOM is anticipated to complete its work at the Saint Louis site by mid-August, after which access to the soil repository is expected to improve. Enhanced communication protocols, including advance notice when feasible, are anticipated to help minimize contractor delays.

All existing topsoil stockpiles have been sampled, and materials currently in use are sourced from Smith's. If new stockpiles are opened, a sample will be collected prior to use, with additional sampling conducted at a rate of one sample per 1,000 cubic yards. Analytical results will be provided to the Town as they become available and will not be held until year-end. Sampling of all Smith's aggregate materials will occur during the shoulder seasons, with data shared with the Town once available.

#### **Year-End Reporting Requirement:**

The year-end VCUP status report follows a prescriptive list of requirements outlined in the VCUP agreement. Preparation of the report was delayed and not provided at the December meeting because not all sampling data had been shared with affected property owners. The remaining information is expected to be distributed to property owners by mid-January, at which point the report will be updated to include the additional data. The report has been included in the packet.



### **Pavilion rental policy (Pg. 182-185)**

Included in the packet is a draft ordinance and Pavilion Rental Policy. The policy was previously reviewed by the Board in October; however, due to changes in Board composition, the proposed policy is being presented again for review prior to adoption.

### **Special event policy (Pg. 186-196)**

The Board discussed a Special Event Policy at the November 2025 meeting. At that time, staff provided a memorandum titled Special Event Permit Concepts for Board review and feedback. Several Board members expressed concern that some of the concepts outlined in the memo may have been overly restrictive.

The Board requested that the topic be brought back for further discussion and that staff provide the Dolores County Special Event Ordinance for comparison. That ordinance, along with the prior staff memorandum, has been included in the packet for the Board's discussion.

### **Gates Family Foundation Public Leadership Fellowship**

I am requesting Board approval to apply for the Gates Family Foundation Public Leadership Fellowship, which supports selected Colorado local government leaders in attending the Senior Executives in State and Local Government program at Harvard Kennedy School. The fellowship is highly competitive, with approximately 40–50 applicants and up to seven fellows selected annually, and requires an on-campus residency in Cambridge, which would place me out of the office for July 2026. Staff have discussed coverage internally and believe there will be no operational impacts during that period. The only cost to the Town would be a \$900 program contribution, with tuition, housing, course materials, and most meals covered by the fellowship. Participation would provide direct benefit to the Town through advanced leadership training focused on collaboration, innovation, and effective local government management. Approval is requested to proceed with submitting the application.

## **RICO TOWN BOARD MEETING MINUTES**

Date: December 17, 2025

Call to Order 7:00 PM

### **Trustees Present:**

Mayor Patrick Fallon  
Mayor Pro Tem Cristal Hibbard  
Trustee Gerrish Willis (zoom)  
Trustee Scott Poston  
Trustee Thomas Clark  
Trustee Gregg Anderson

### **Trustees Absent:**

Trustee Benn Vernadakis

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

### **Approval of the Agenda**

#### **Motion**

To approve the agenda with the changes.

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

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

Voting Yes Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Gregg Anderson, Trustee Thomas Clark, and Trustee Scott Poston, Mayor Patrick Fallon.

### **Approval of the Minutes**

#### **Motion**

To approve the minutes.

**Moved by**, Trustee Gregg Anderson, seconded by Trustee Scott Poston.

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

Voting Yes Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Gregg Anderson, Trustee Thomas Clark, and Trustee Scott Poston, Mayor Patrick Fallon.

### **Consent Agenda**

#### **Payment of the Bills**

#### **Motion**

To approve payment of the bills.

**Moved by** Trustee Gerrish Willis, seconded by Trustee Thomas Clark

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

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

Voting Yes Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Gregg Anderson, Trustee Thomas Clark, and Trustee Scott Poston, Mayor Patrick Fallon.

### **Public Comment:**

### **Action Items**

Consideration of second reading of Ordinance 2025-07 an ordinance of the Town of Rico, Colorado repealing ordinance no, 241

Town Manager Chauncey McCarthy gives summary.

Public Comment:

### **Motion**

I move to approve second reading of Ordinance 2025-07 an ordinance of the Town of Rico, Colorado repealing ordinance no, 241.

**Moved by** Trustee Gerrish Willis, seconded by Mayor Patrick Fallon.

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

Voting Yes Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Gregg Anderson, Trustee Thomas Clark, and Trustee Scott Poston, Mayor Patrick Fallon

Consideration of Resolution 2025-06 a resolution of the Board of Trustees of the Town of Rico, Colorado, setting the water rate and fee schedule for the period beginning January 1, 2026 and ending December 31, 2026, and providing for the annual adjustment of the water rate and fee schedule.

Mayor Patrick Fallon gives summary.

Board has discussion.

### **Motion**

move to approve Resolution 2025-06 a resolution of the Board of Trustees of the Town of Rico, Colorado, setting the water rate and fee schedule for the period beginning January 1, 2026 and ending December 31, 2026, and providing for the annual adjustment of the water rate and fee schedule

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

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

Voting Yes Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Gregg Anderson, Trustee Thomas Clark, and Trustee Scott Poston, Mayor Patrick Fallon

Consideration of a Zone Amendment, Atlantic Cable Headframe parcel, Endless Possibilities LLC applicant

Trustee Gregg Anderson recuses himself.

Town Manager Chauncey McCarthy gives summary.

Board has discussion.

Public Comment: Skip Zeller, Gregg Anderson, Dylan Robertson

**Motion**

Move to continue to a date certain of the January 2026 meeting to allow for submittal of all documents.

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

**Vote.** A roll call vote was taken, and the motion was approved, 5-0.

Voting Yes Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Benn Vernadakis, Trustee Thomas Clark, Mayor Patrick Fallon and Trustee Scott Poston.  
Trustee Gregg Anderson did not vote

**Appointment of Rico Planning Commission seats**

Mayor Patrick Fallon gives summary.

The Board has a discussion.

Public comment:

**Motion**

I move to appoint Andrew Romanyshyn and Kiplynn Smith to two-year terms starting January 2026.

**Moved by** Trustee Gregg Anderson seconded by Mayor Pro Tem Cristal Hibbard.

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

Voting Yes Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Gregg Anderson, Trustee Thomas Clark, and Trustee Scott Poston, Mayor Patrick Fallon.

**Appointment of San Miguel Authority for Regional Transportation Board of Directors seat**

Mayor Patrick Fallon gives summary.

The Board has a discussion

Public Comment: Skip Zeller

**Motion**

I move to appoint Gregg Anderson the Sam Miguel Authority for Regional Transportation Board of Directors seat.

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

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

Voting Yes Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Gregg Anderson, Trustee Thomas Clark, and Trustee Scott Poston, Mayor Patrick Fallon.

**Staff Report****Clerk's report:**

Preparing for the end of year closeout

IRS audit still ongoing

The Food pantry is open Tuesday and Wednesday 2-4 PM.

Street fund could accommodate investing in CSAFE.

Board approves transferring \$150,000 to a CSAFE account

### Manager's report

Solstice party at the Church property

Church committee to report to the Board next month

Ice rink was delivered and will be installed before Christmas. Hopefull to have the party before the new year.

Working on building out development applications online.

### **Discussion Items**

Discolored soil discovered in road segments that previously tested below action levels

Town manager Chauncey McCarthy gives update.

Board has discussion

Town Staff to advise ARCO that the Town would like to renegotiate to revise the road remediation map using the historic and current data to include additional road segments that are showing evidence of historical mine waste and as well conduct potholing throughout the Town's right of way to verify that phase 1 sampling is representative of conditions in the entire 0-12 inches.

Public comment: Dylan Robertson, Skip Zeller

Stormwater 95% design and draft request for proposal review

Justin Dye gives presentation

Board has discussion

Public Comment: Skip Zeller, Dylan Robertson

Voluntary Clean Up, VCUP, year in review

Tom Bloomfield gives summary

Board has discussion

Board would like monthly reports on progress that has been made not just a yearly review

2026 and beyond work plan

Work session set for January 15, 2026 at 7:00PM.

January meeting date

To be had at January 28, 2026 at 7:00PM

Year-end bonus

Board has discussion

Bonuses were given. Town Clerk, Public works Dennis at \$1500, the new public works and Marshall Sam \$500. Town Manager \$2000.

**Motion**

To Adjourn

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

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

Voting Yes Trustee Gerrish Willis, Mayor Pro Tem Cristal Hibbard, Trustee Gregg Anderson, Trustee Thomas Clark, and Trustee Scott Poston, Mayor Patrick Fallon.

---

Anna Wolf  
Rico Town Clerk

---

Patrick Fallon  
Mayor

NEW Town of Rico - General Fund  
**Check Register**  
 For the Period From Jan 1, 2026 to Jan 31, 2026

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
18626	1/13/26	Michael R. Rivas	10000	199.48
18627	1/13/26	Dylan Robertson	10000	2,057.70
18628	1/13/26	Jerry A. Sam	10000	649.94
18629	1/13/26	Dennis E. Swank	10000	1,743.33
18630	1/13/26	Anna C. Wolf	10000	1,673.69
18631	1/13/26	Chauncey McCarthy	10000	566.56
18633	1/20/26	Chauncey P. McCarthy	10000	3,067.02
18634	1/20/26	CIRSA	10000	12,487.14
18635	1/20/26	San Miguel Power Associ	10000	232.00
18636	1/20/26	Karp Neu Hanlon, PC	10000	825.00
18637	1/20/26	Century Link	10000	57.71
18638	1/20/26	LP Propane LLC	10000	485.00
18639	1/20/26	Jon Kelly	10000	375.00
18640	1/20/26	WM Corporate Services, I	10000	113.97
18641	1/20/26	Kaplan Kirsch LLC	10000	12,492.23
18642	1/20/26	Big O Tires	10000	1,375.40
18643	1/20/26	CEBT	10000	6,433.08
18644	1/20/26	Rico Telephone Company	10000	175.00
18645	1/21/26	Karp Neu Hanlon, PC	10000	3,864.00
18646	1/21/26	Region 9	10000	938.00
Total				<u>49,811.25</u>

Check Register

For the Period From Jan 1, 2026 to Jan 31, 2026

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1824	1/21/26	CIRSA	11000	3,650.00
1825	1/21/26	San Miguel Power Associ	11000	29.00
Total				3,679.00



Check Register

For the Period From Jan 1, 2026 to Jan 31, 2026

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
3042	1/21/26	CIRSA	10000	6,500.00
3043	1/21/26	Rico Telephone Company	10000	50.00
3044	1/21/26	San Miguel Power Associ	10000	127.00
3045	1/21/26	Partners in Parts, Inc	10000	131.94
Total				6,808.94

NEW Town of Rico - Water Fund  
Check Register  
For the Period From Jan 1, 2026 to Jan 31, 2026

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4817	1/21/26	AT&T Mobility	10000	129.19
4818	1/21/26	San Miguel Power Associ	10000	539.00
4819	1/21/26	La Plata County PH Dept	10000	38.50
4820	1/21/26	Hach Company	10000	148.28
4821	1/21/26	UPS	10000	68.71
4822	1/21/26	PVS DX, INC	10000	10.00
4823	1/21/26	USDA Forest Services	10000	613.31
4824	1/21/26	Rico Telephone Company	10000	90.00
4825	1/21/26	LP Propane LLC	10000	200.00
4826	1/21/26	CIRSA	10000	6,500.00
4827	1/21/26	Karp Neu Hanlon	10000	744.00
Total				9,080.99



**COLORADO**  
Wildfire  
Resiliency  
Code Board

**2025**

# Colorado Wildfire Resiliency Code

01 June 2025



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

**CWRC Version 1.0**

–THIS PAGE INTENTIONALLY LEFT BLANK–



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

# Attributions

## ATTRIBUTIONS

*ALL RIGHTS RESERVED. This material contains significant portions from the 2024 International Wildland Interface Code (“2024 IWUIC”), which is a registered copyrighted work owned by the International Code Council, Inc. (the “ICC”). The 2024 IWUIC, and any and all portions thereof, have been obtained and reproduced herein with permission. The “International Code Council”, “International Wildland Interface Code”, the acronyms “ICC” and “IWUIC”, and the ICC logogram are registered trademarks and service marks of ICC. Use of these marks or the 2024 IWUIC without advance written permission from the ICC is prohibited.*



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

# Table of Contents

Chapter 1 - Scope and Administration.....	5
PART 1 GENERAL PROVISIONS.....	5
SECTION 101 SCOPE AND GENERAL REQUIREMENTS.....	5
SECTION 102—APPLICABILITY.....	7
PART 2—ADMINISTRATION AND ENFORCEMENT.....	9
SECTION 103—CODE COMPLIANCE AGENCY.....	9
SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL.....	9
SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS.....	13
SECTION 106—FEES.....	14
SECTION 107—STOP WORK ORDER.....	14
Chapter 2 - Definitions.....	15
SECTION 201 GENERAL.....	15
SECTION 202 DEFINITIONS.....	15
Chapter 3 - Wildfire Hazard Identification.....	19
SECTION 301 GENERAL.....	19
SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS.....	19
SECTION 303 MAPPING AND APPLICABILITY.....	19
SECTION 304 GROUND-TRUTHING.....	21
Chapter 4- Structure Hardening.....	23
SECTION 401 GENERAL.....	23
SECTION 402 BUILDING MATERIAL.....	23
SECTION 403 CLASS 1 STRUCTURE HARDENING.....	25
SECTION 404 CLASS 2 STRUCTURE HARDENING.....	26
Chapter 5- Site and Area Requirements.....	29
SECTION 501 GENERAL.....	29
SECTION 502 CLASS 1 REQUIREMENTS.....	29
SECTION 503 CLASS 2 REQUIREMENTS.....	30
Appendix A: PERMITS.....	33
Appendix B: CONSTRUCTION DOCUMENTS.....	36
Appendix C: INSPECTION AND ENFORCEMENT.....	38



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

–THIS PAGE INTENTIONALLY LEFT BLANK–



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

# Chapter 1 - Scope and Administration

## PART 1 GENERAL PROVISIONS

### SECTION 101 SCOPE AND GENERAL REQUIREMENTS

**101.1 Title.** These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by [NAME OF JURISDICTION], hereinafter referred to as “this code.”

**101.2 Scope.** The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

**101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted.

**101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes).** Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

**101.2.3 HUD Code Homes.** Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

**101.3 Purpose.** The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety



provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

**101.4 Retroactivity.** The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

**Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

**101.5 Additions or alterations.** Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

**Exception:** Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

**101.6 Roof coverings.** The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

**Exception:** Existing *roof coverings* that are compliant with Section 403.2.

**101.7 Exterior walls.** The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

**Exception:** Existing exterior walls that are compliant with Section 404.3.

**101.8 Maintenance.** Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

## SECTION 102—APPLICABILITY

**102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

**102.2 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

**102.3 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

**102.4 Referenced codes and standards.** The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

**102.4.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

**102.4.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

**102.5 Subjects not regulated by this code.** Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

**102.6 Matters not provided for.** Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

**102.7 Partial invalidity.** In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

**102.8 Existing conditions.** The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

**102.9 Historic structures.** A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

**Exception:** Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

**102.9.1 Historic preservation exemption.** The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

**102.10 Work exempt from permit under this code.** Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

## PART 2—ADMINISTRATION AND ENFORCEMENT

### SECTION 103—CODE COMPLIANCE AGENCY

**103.1 Creation of agency.** The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

**103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

### SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

**104.1 Powers and duties of the code official.** The *code official* is hereby authorized to enforce the provisions of this code.

**104.2 Determination of compliance.** The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

**104.2.1 Technical assistance.** To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

**104.2.1.1 Costs.** A technical opinion and report shall be provided without charge to the jurisdiction.

**104.2.1.2 Preparer qualifications.** The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

**104.2.1.3 Content.** The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

**104.2.1.4 Tests.** Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

**104.2.2 Alternative materials, design and methods.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

**104.2.2.1 Approval authority.** An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

**104.2.2.2 Application and disposition.** Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

**104.2.2.3 Compliance with code intent.** An alternative material, design or method of construction shall comply with the intent of the provisions of this code.



**104.2.2.4 Equivalency criteria.** An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

**104.2.2.5 Tests.** Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

**104.2.2.5.1 Fire tests.** Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

**104.2.2.6 Reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

**104.2.2.6.1 Evaluation reports.** Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official's* recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

**104.2.2.6.2 Other reports.** Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

**104.2.2.7 Peer review.** The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or



method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

**104.2.3 Modifications.** Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

**104.3 Applications and permits.** The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

**104.4 Access to Property.** For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

**104.4.1 Authorization.** The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

**104.5 Identification.** The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

**104.6 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

**104.7 Official records.** The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

**104.7.1 Approvals.** A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

**104.7.2 Inspections.** The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.



**104.7.3 Code alternatives and modifications.** Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

**104.7.4 Tests.** The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

**104.7.5 Fees.** The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

**104.8 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

**104.8.1 Legal defense.** Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

**104.9 Approved materials and equipment.** Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

**104.9.1 Materials and equipment reuse.** Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

**104.10 Other agencies.** When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

## SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

**105.1 General.** The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

**105.2 Conformance.** Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.





**105.3 Temporary service utilities.** The *code official* is authorized to give permission to temporarily supply service utilities.

**105.4 Termination of approval.** The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

## SECTION 106—FEES

**106.1 General.** An AHJ has the authority to establish fees.

## SECTION 107—STOP WORK ORDER

**107.1 Authority.** Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

**107.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

**107.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

**107.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

## Chapter 2 - Definitions

### SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

**201.2 Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

### SECTION 202 DEFINITIONS

**ACCESSORY STRUCTURE.** A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

**AGRICULTURAL BUILDING.** A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

**APPROVED.** Acceptable to the *code official*.

**BUILDING.** Any structure intended for supporting or sheltering any occupancy.

**CLASS A TESTS.** Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

**CODE OFFICIAL.** The official designated by the jurisdiction to interpret and enforce this code, or the *code official's* authorized representative.

**DEFENSIBLE SPACE.** An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

**EMBELLISHMENTS.** Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

**FIRE INTENSITY CLASSIFICATION.** The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

**FIRE-RESISTANCE-RATED CONSTRUCTION.** The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

**FIRE-RETARDANT-TREATED WOOD.** Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

**FLAME SPREAD INDEX.** A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

**FUEL MODIFICATION.** A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

**HABITABLE SPACE.** A space in a building for living, sleeping, eating or cooking.

**HEAVY TIMBER CONSTRUCTION.** As described in Section 602.4 of the 2024 *International Building Code*.

**HOME IGNITION ZONE.** Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**IGNITION-RESISTANT BUILDING MATERIAL.** A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.



**IGNITION-RESISTANT VEGETATION.** Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

**LOG WALL CONSTRUCTION.** A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

**MULTILAYERED GLAZED PANELS.** Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

**NONCOMBUSTIBLE.** As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.
2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.
3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

**OCCUPIABLE SPACE.** A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

**ROOF ASSEMBLY.** A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

**ROOF COVERING.** The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

**ROOF DECK.** The flat or sloped surface not including its supporting members or vertical supports.

**SLOPE.** The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

**STRUCTURE.** That which is built or constructed.

**STRUCTURE IGNITION ZONE.** Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

**TREE CROWN.** The primary and secondary branches growing out from the main stem, together with twigs and foliage.

**WILDLAND-URBAN INTERFACE.** That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

# Chapter 3 - Wildfire Hazard Identification

## SECTION 301 GENERAL

**301.1 Scope.** The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

**301.2 Objective.** The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

## SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

**302.1 Declaration.** The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

## SECTION 303 MAPPING AND APPLICABILITY

**303.1 Mapping of Wildfire Hazard Areas.** Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

**303.1.1 Map.** This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

**303.1.2 Locally Developed Mapping.** The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

**303.2 Fire Intensity Classification.** *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

**303.2.1 Low Fire Intensity Classification.** *Low Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

**Key Characteristics Include:**

1. **Fuels:** Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length:** Less than 2 feet.
3. **Rate of Spread:** Low, increasing with *slopes* over 20 percent.
4. **Spotting:** Very short-range spotting is possible under windy conditions.
5. **Terrain Influence:** More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty:** Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

**303.2.2 Moderate Fire Intensity Classification.** *Moderate Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

**Key Characteristics Include:**

1. **Fuels:** Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length:** Up to 8 feet.
3. **Rate of Spread:** Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting:** Short-range spotting is common.
5. **Terrain Influence:** Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty:** Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

**303.2.3 High Fire Intensity Classification.** *High Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick





understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

**Key Characteristics Include:**

1. **Fuels:** Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length:** Up to 30 feet or more.
3. **Rate of Spread:** Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting:** Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence:** *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty:** Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary.

These fires present significant danger to life, property, and responder safety.

**303.3 Applicability of Code Provisions.** The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

## SECTION 304 GROUND-TRUTHING

**304.1 Purpose.** This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire intensity classification* as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety



**304.2 Determination of Fire Intensity Classification and Code Requirements.** As determined by the *code official*, the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

**304.2.1** Low *Fire Intensity Classification* in accordance with Section 303.2.1

**304.2.2** Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

**304.2.3** High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

# Chapter 4- Structure Hardening

## SECTION 401 GENERAL

**401.1 Scope.** Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

**Exceptions:**

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

## SECTION 402 BUILDING MATERIAL

**402.1 Building material.** Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

**402.2 Noncombustible material.** *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

**402.3 Fire-retardant-treated wood.** *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

**402.4 Ignition-resistant building material.** Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723



for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

**Exception:** Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

**402.4.1 Flame spread.** The material shall exhibit a *flame spread index* not exceeding 25.

**402.4.2 Flame front.** The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

**402.4.3 Weathering.** *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

**402.4.3.1 Evaluation requirements for weathering.** Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A “Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing” in ASTM D2898.

**402.4.3.2 Wood-plastic composite materials.** Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m<sup>2</sup> in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

**402.4.3.3 Plastic lumber materials.** Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m<sup>2</sup> in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

## SECTION 403 CLASS 1 STRUCTURE HARDENING

**403.1 General.** Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

**403.2 Roofing.** Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

**403.2.1 Flame and ember protection of roofs.** For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

**403.2.2 Roof valley flashings.** Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

**403.3 Gutters and downspouts.** Gutters and downspouts shall be constructed of *noncombustible* material.

**403.4 Ventilation Openings.** Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

**403.4.1 Performance Requirements.** Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

**403.4.2 Prescriptive Requirements.** Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3 corrosion-resistant mesh with openings not to exceed 1/8-inch.



## SECTION 404 CLASS 2 STRUCTURE HARDENING

**404.1 General.** Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

**404.2 Protection of eaves.** Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or 3/4 inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, or 2- inch nominal dimension lumber.

**404.3 Exterior Walls.** Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber or log wall construction.*
4. *Noncombustible materials* complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. Ignition-resistant materials complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

### **Exceptions:**

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

**404.3.1 Exterior Wall Coverings.** Exterior wall coverings shall be limited to the following:

1. *Noncombustible materials.*
2. *Fire-retardant-treated wood.*
3. *Ignition-resistant building materials.*



**Exception:** Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

**404.3.2 Flashing.** A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

**404.4 Underfloor enclosure.** Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

**404.5 Decking.** Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

**Exception:** Composite decking material with a minimum of Class B rating

3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

**404.6 Appendages and Projections.** Appendages and projections shall be constructed in accordance with Section 404.3.

**404.7 Exterior Glazing.** Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

**404.8 Exterior Doors.** Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

**Exception:** Vehicle access doors.

**404.9 Vehicle Access Door Perimeter Gap.** Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and



non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

**404.10 Detached Accessory Structures.** Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

**404.10.1 Underfloor areas.** Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with 1/8-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

**Exception:** The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction*, *heavy timber construction*, *noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety



# Chapter 5- Site and Area Requirements

## SECTION 501 GENERAL

**501.1 Scope.** The provisions of this chapter shall apply to parcels subject to this code.

**501.2 Reference.** As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

## SECTION 502 CLASS 1 REQUIREMENTS

### 502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

**502.1.1 Objective.** This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

**502.1.2 Materials.** Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

**Exception:** Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

**502.1.3 Plantings.** Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

**502.1.4 Trees.** There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

*Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

### 502.2 Site Signage

**502.2.1 Marking of roads.** *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

**502.2.2 Marking of fire protection equipment.** Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety



**502.2.3 Address markers.** Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

### 502.3 Retaining Walls

**502.3.1 Retaining Walls.** Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

### 502.4 Fencing

**502.4.1 Fencing.** Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

**Exception:** Vinyl fencing. Vinyl fencing may be allowed.

## SECTION 503 CLASS 2 REQUIREMENTS

**503.1 General.** Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

### 503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

**503.2.1 Objective.** This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

**503.2.2 Dead Materials.** Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

**503.2.3 Fuels Accumulation.** Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

**503.2.4 Trees.** *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.



**503.2.4.1 Tree Spacing.** *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

**503.2.5 Shrubs.** Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

### **503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone**

**503.3.1 Objective.** This zone focuses on mitigation that keeps fire on the ground.

**503.3.2 Tree Spacing.** *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

–THIS PAGE INTENTIONALLY LEFT BLANK–



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

## Appendix A: PERMITS

*The provisions of this appendix apply only when adopted by the governing body in the final ordinance.*

**A101.1 General.** Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

**A101.2 Permits required.** Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

**A101.3 Permit application.** To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

**A101.3.1 Preliminary inspection.** Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

**A101.3.2 Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**A101.4 Permit approval.** Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

**A101.5 Permit issuance.** The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

**A101.5.1 Refusal to issue a permit.** Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

**A101.6 Validity of permit.** The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

**A101.7 Expiration.** Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.



**A101.8 Retention of permits.** Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

**A101.9 Revocation of permits.** Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

## Appendix B: CONSTRUCTION DOCUMENTS

*The provisions of this appendix apply only when adopted by the governing body in the final ordinance.*

**B101.1 General.** Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

**Exception:** Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

**B101.2 Information on plans and specifications.** Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

**B101.3 Site plan.** In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

**B101.3.1 Defensible Space Site Plans.** Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

**B101.5 Other data and substantiation.** Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

**B101.6 Retention of plans.** One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

**B101.7 Examination of documents.** The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.



**B101.8 Amended construction documents.** Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

**B101.9 Previous approvals.** This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

**B101.10 Phased approval.** The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.



## Appendix C: INSPECTION AND ENFORCEMENT

*The provisions of this appendix apply only when adopted by the governing body in the final ordinance.*

**C101.1 Inspection.** Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

**C101.1.1 General.** Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

**C101.1.2 Authority to inspect.** The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

**C101.1.2.1 Approved inspection agencies.** The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

**C101.1.2.2 Inspection requests.** It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

**C101.1.2.3 Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

**C101.1.3 Reinspections.** To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

**C101.1.4 Testing.** Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

**C101.1.4.1 New, altered, extended or repaired installations.** New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

**C101.1.4.2 Apparatus, instruments, material and labor for tests.** Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

**C101.1.4.3 Reinspection and testing.** Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

**C101.2 Enforcement.** Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

**C101.2.1 Authorization to issue corrective orders and notices.** Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

**C101.2.2 Service of orders and notices.** Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the



premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

**C101.3 Compliance with orders and notices.** Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

**C101.3.1 General compliance.** Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

**C101.3.2 Compliance with tags.** building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

**C101.3.3 Removal and destruction of signs and tags.** A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

**C101.3.4 Citations.** Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

**C101.3.5 Unsafe conditions.** Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

**C101.3.5.1 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

**C101.3.5.2 Notice.** Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

requires the unsafe structure to be demolished. Such notice shall require the person thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

**C101.3.5.2.1 Method of service.** Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

**C101.3.5.3 Placarding.** Upon failure of the owner, the owner's authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word "UNSAFE" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

**C101.3.5.3.1 Placard removal.** The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

**C101.3.5.4 Abatement.** The owner, the owner's authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

**C101.3.5.5 Summary abatement.** Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

**C101.3.5.6 Evacuation.** The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety

**C101.3.6 Prosecution of violation.** If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

**C101.3.7 Violation penalties.** An AHJ has the authority to establish fees.

**C101.3.8 Abatement of violation.** In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.



**COLORADO**  
Department of Public Safety



**COLORADO**  
Division of Fire  
Prevention & Control  
Department of Public Safety



TOWN OF RICO  
INCORPORATED OCTOBER 11, 1879  
2 North Commercial Street  
Post Office Box 9  
Rico, Colorado 81332  
Office # 970.967.2861  
Fax # 970.967.2862  
[www.ricocolorado.gov](http://www.ricocolorado.gov)

1/21/2025

To: Rico Planning Commission  
From: Chauncey McCarthy, Town Manager  
Subject: Rezoning / Zoning Amendment Request – Endless Possibilities, LLC (Contillo Property), Atlantic Cable Headframe Parcel

*Endless Possibilities, LLC (Mike & Katie Contillo) has submitted an application for an Amendment to the Official Zone District Map, requesting to rezone their property located at the Atlantic Cable Headframe on Highway 145 from Historic Commercial (HC) to Commercial (C).*

*The parcel is approximately 0.62 acres (Parcel #504736205001) and contains the historic Atlantic Cable Headframe, which is subject to a historic preservation and conservation easement. The applicants state that the current Historic Commercial zoning was adopted in error and does not reflect the physical conditions, development feasibility, or surrounding land use context north of Silver Creek.*

#### 414. APPLICATION FOR AMENDMENT

The application shall at a minimum, shall include the following information:

414.1. The name, address, and telephone number of the Applicant shall be provided.

*Submittal requirement met*

414.2. The petition shall clearly state the requested change or amendment and describe the property to be affected by such request by metes and bounds or by other legal description

*Submittal requirement met*

414.3. The petition shall be accompanied by a title certificate from a licensed title company or opinion from an attorney listing the name of the property owner(s) and all liens, easements and judgments of record that affect the title to the subject property.  
*Submittal requirement met.*

*The Atlantic Cable Headframe parcel is subject to a recorded Historic Preservation and Conservation Easement. As part of that easement, the property owner (Grantor) is required to comply with the Grantors' Covenants set forth in Section 2, which apply during any development or site work on the property. These covenants are intended to ensure that development does not adversely affect the structural integrity, historic character, or setting of the historic headframe, and that any new construction remains compatible with the historic nature of the site.*

414.4. A statement from the County Treasurer showing the status of all current taxes due on said parcel.  
*Submittal requirement met*

414.5. If applicable, certified boundary survey of land area affected by the Amendments, along with an indication of the existing zoning, predominant existing uses, and existing zoning designations within two hundred (200) feet in all directions of the boundary of the land area affected by the Amendments.  
*Submittal requirement met*

414.6. If applicable, legible maps at a suitable scale for review, as determined by the Town Planner, which demonstrate the proposed Amendments (maps and surveys may be combined).  
*Submittal requirement met*

414.7. If applicable, a list of surrounding property owners and their legal mailing addresses within two hundred (200) feet of the exterior boundary of the parcel proposed to be zoned or rezoned.  
*Submittal requirement met*

414.8. A request and explanation for any exception to providing the information requested above.  
*Submittal requirement met*

414.9. A statement by the Applicant explaining the rationale for the Amendment request relative to the standards imposed by 418.  
*Submittal requirement met*

414.10. An application fee as set forth in Appendix A.

*Submittal requirement met*

*Below are the standards for review for a zone amendment. The Planning Commission shall review the application against each standard. If the Planning Commission concludes that the application meets the requirements of all the standards of RLUC Section 418 a recommendation of approval can be issued.*

#### 418. STANDARDS FOR REVIEW OF AMENDMENT APPLICATIONS

The Rico Planning Commission and the Board of Trustees shall use the following standards for review of Amendment applications. The reviewing board shall find that either standard 418.1 is met or that standards 418.2 through 418.4 are met prior to recommending or approving a proposed Amendment.

418.1. The existing Zone District classification or desired Master Plan land use was adopted in error; or,

*The applicant asserts that the Historic Commercial zoning was adopted in error because, it is the only HC-zoned parcel north of Silver Creek; surrounding zoning is Commercial. HC standards (zero front/side setbacks, western facade, on-street parking assumptions) are not physically feasible due to highway curvature, safety, and topography. The historic commercial "core" does not extend across the natural break at Silver Creek.*

*This meets the criteria for a finding under 418.1, if accepted by the Board. If the Board does not find an adoption error, then all of the following must be met:*

418.2. the proposed Amendment is compatible with the land uses in the surrounding area; and,

418.3. the proposed Amendment will serve a community need and thereby promote the public health, safety, or welfare of the Rico community and the public services and infrastructure are adequate to meet the needs of the proposed Amendment; and,

418.4. the proposed Amendment is consistent with the purposes of the RLUC and the goals and objectives of the Rico Regional Master Plan.



**Application to Amend the  
Rico Land Use Code or Rico  
Zone District Map**



Applicant Name Katie Conillo Phone Number 970-708-4745

Address 111 HANCKLEY DR / POB 115 Cell Phone Number \_\_\_\_\_

Email KatieConillo@gmail.com Fax Number \_\_\_\_\_

Street Address of Subject Property Highway 145 Rico CO 81532

Legal Description of Subject Property Portion of the Atlantic Cable Loop, MS 1136, located within the Pioneer Mining District & being situated within Section 25, Township 40 North, Range 11 West, N.M.P.M. Town of Rico, Dolores County, Colorado

Zone District of Subject Property Historic Commercial

Proposed Zone District of Subject Property Commercial

**Attachments Required:**

☒ Two (2) 11" by 17" paper maps, one (1) electronic (pdf) site plans showing the following:

☒ North Arrow and Scale

Notes

☒ Legend

Adjacent lots showing existing zoning

☒ Vicinity Map

Lot and street labels

☒ Legal Description

Right-of-way dimensions

☒ Lot lines with dimensions and acreage

Names of adjoining subdivisions if applicable

N/A ☒ If a text change is proposed, a written description of the proposed change to the text of the subject Article, including the citation of the portion of the Article to be changed and the wording of the proposed change. The description must provide the rationale for the proposed change citing specific difficulties with the existing text and similar provisions in zoning codes of other jurisdictions that support the rational of the proposed change.

☒ If a zoning map change is proposed, a written statement describing the proposal and addressing the following points:

- Need for the proposed rezoning
- Present and future impacts on the existing adjacent zone districts, uses and physical character of the surrounding area
- Impact of the proposed zone on area accesses and traffic patterns
- Availability of utilities for any potential development
- Present and future impacts on public facilities and services including but not limited to fire, police, water, sanitation, roadways, parks, schools and transit
- The relationship between the proposal and the Town of Rico Regional Master Plan
- Public benefits arising from the proposal

☒ Statement from County Treasurer showing the status of current taxes due on affected property  
920 677 2386 10/7

N/A ☒ Letter of agency if applicant is other than the owner of the property N/A

☐ An application fee in the amount of \$500.00

☒ A Certificate of Mailing with names, addresses and property owned of property owners within 200 feet of subject property. 920 677 2385 10/7

☒ A copy of the deed for the property. Alpine Title 10/7 728-9680

I swear that the information provided in this application is true and correct and that I am the owner of the property or otherwise authorized to act on behalf of the owner of the property.

Signature: [Signature] Date 11/4/25

Date Application Received \_\_\_\_\_

Application Reviewed by \_\_\_\_\_

Application Fee Received \_\_\_\_\_

Date of Hearing \_\_\_\_\_

Application Complete \_\_\_\_\_

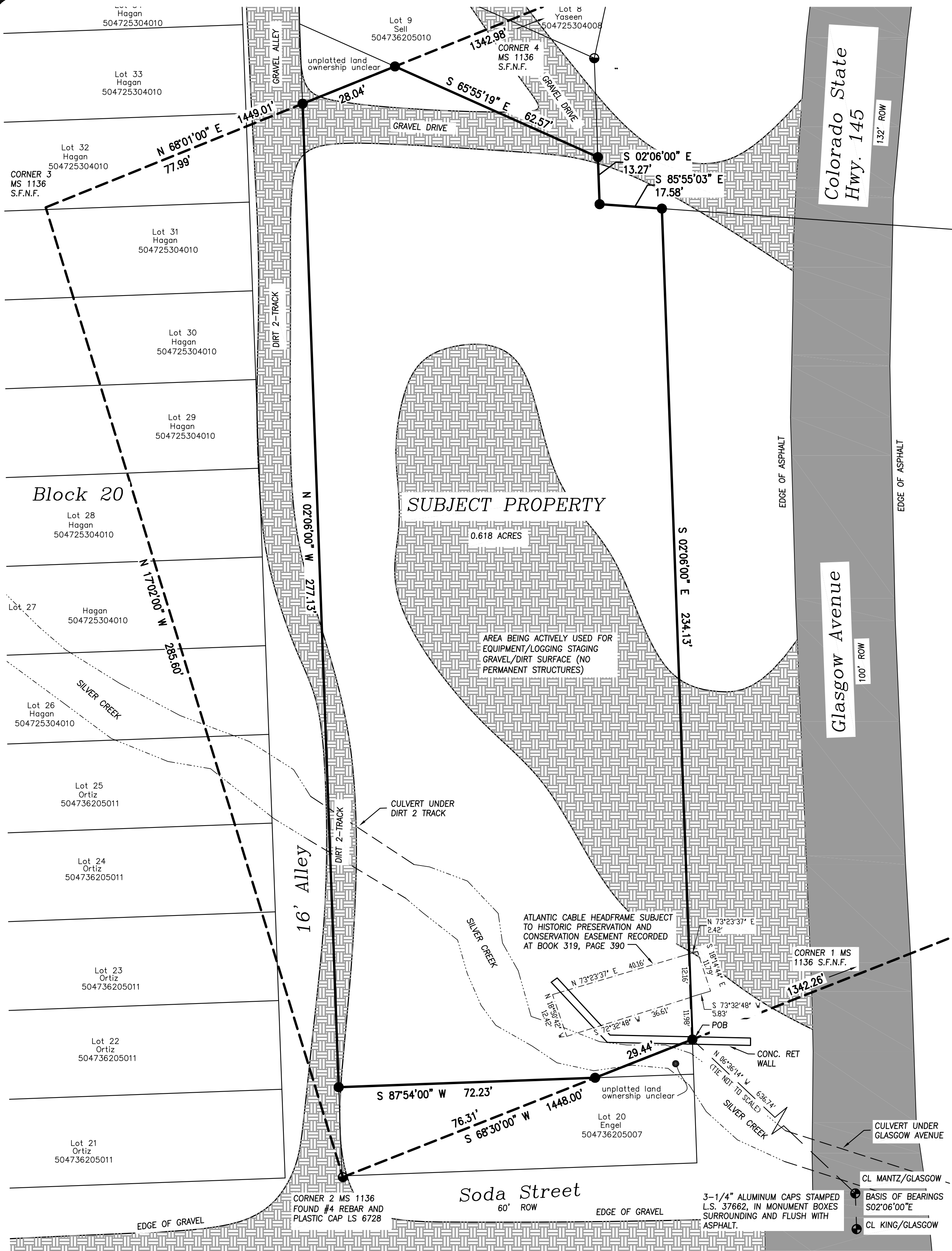
Rico Planning Commission Action \_\_\_\_\_

Mailing Notice Complete \_\_\_\_\_

Approval Subject to Conditions \_\_\_\_\_

Other comments:





**SURVEYOR'S STATEMENT:**

I, David R. Bulson a duly registered land surveyor licensed in the State of Colorado, do hereby state for and on behalf of Bulson Surveying to Alpine Title Company and Endless Possibilities, LLC that a survey of the premises of the parcel described hereon was conducted by me or under my direct responsibility, supervision, and checking during May of 2021 that said survey was made in substantial accordance with C.R.S. 38-51-102 (9) "Improvements Survey Plat", and that the information contained herein is true and accurate to the best of my knowledge and belief.

David R. Bulson

**PROPERTY DESCRIPTION:**

The Atlantic Cable Lode, MS 1136, located within the Pioneer Mining District and being situated within Sections 25 and 36, Township 40 North, Range 11 West, N.M.P.M., Town of Rico, Dolores County, Colorado

LESS AND EXCEPT:  
Right of Way for State Highway 145 as was conveyed to the Colorado Department of Transportation by Quit Claim Deed recorded 1/27/1967 at Reception Number 81067 County of Dolores, State of Colorado;  
LESS AND EXCEPT:  
Phase 1 of the Atlantic Cable Subdivision according to the plat recorded September 10, 1979 in Plat Book 2 at page 7, in the records of the Dolores County Clerk and Recorder;  
LESS AND EXCEPT:  
Phase 2 of the Atlantic Cable Subdivision according to the plat recorded May 16, 1989 in Plat Book 2 at page 77, in the records of the Dolores County Clerk and Recorder;  
LESS AND EXCEPT:  
Phase 3 of the Atlantic Cable Subdivision according to the plat recorded May 6, 1993 in Plat Book 1 at page 4, in the records of the Dolores County Clerk and Recorder;  
LESS AND EXCEPT:  
Lots 7-9 (inclusive), Block 20, Town of Rico  
Lots 20-32, Block 20, Town of Rico  
Lots 31 and 32, Block 32, Town of Rico  
Lots 11 and 12, Block 22, Town of Rico  
LESS AND EXCEPT:  
Lot 5C and Lot 7C, Block 23 Town of Rico according to the plat recorded October 16, 2013 at reception number 163516 in the records of the Dolores County Clerk and Recorder  
LESS AND EXCEPT:  
Glasgow Avenue, Town of Rico  
16' alley located within with Block 20, Town of Rico

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Beginning at a point on the western boundary of Glasgow Avenue, from whence the northeast corner of Lot 20, Block 20, Town of Rico according to the plat filed with the Clerk and Recorder of Dolores County on September 13, 1979 in Plat Book 2 at page 8. "Official Town of Rico Plat" bears S 02°06'00" E 9.78 feet, being the POINT OF BEGINNING;  
THENCE N 02°06'00" W 234.02 feet to the southern boundary of the Right of Way for State Highway 145 as was conveyed to the Colorado Department of Transportation by Quit Claim Deed recorded 1/27/1967 at Reception Number 81067 County of Dolores, State of Colorado;  
THENCE N 85°55'03" W 17.58 feet along said Right of Way for State Highway 145;  
THENCE N 02°06'00" W 13.27 feet along said Right of Way for State Highway 145 to the southern boundary of Lot 9, Block 20, Town of Rico according to said Official Town of Rico Plat;  
THENCE N 02°06'00" W 13.27 feet along said Right of Way for State Highway 145 to the southern boundary of Lot 9, Block 20, Town of Rico;  
THENCE N 65°55'19" W 62.57 feet along said southern boundary of Lot 9, Block 20, Town of Rico to the northern boundary of said Atlantic Cable Lode, MS 1136;  
THENCE S 68°01'00" W 28.04 feet along said northern boundary of the Atlantic Cable Lode, MS 1136 to the eastern boundary of the 16' alley located within Block 20, Town of Rico according to said Official Town of Rico Plat;  
THENCE S 02°06'00" E 277.13 feet along said eastern boundary of the 16' alley within Block 20, Town of Rico to the northwest corner of said Lot 20, Block 20, Town of Rico;  
THENCE N 87°54'00" E 72.23 feet along the northern boundary of said Lot 20, Block 20, Town of Rico to the southern boundary of said Atlantic Cable Lode, MS 1136;  
THENCE N 68°30'00" E 29.44 feet along said northern boundary of said Atlantic Cable Lode, MS 1136 to the western boundary of Glasgow Avenue, being the POINT OF BEGINNING  
Containing 0.618 acres more or less

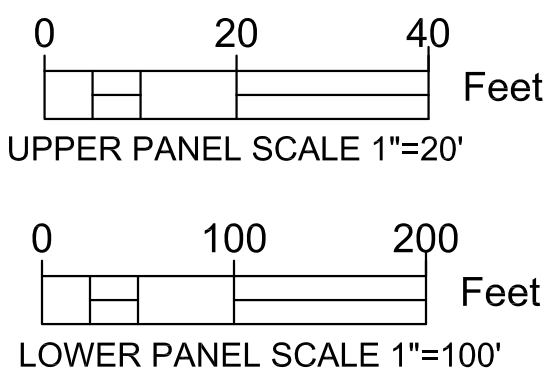
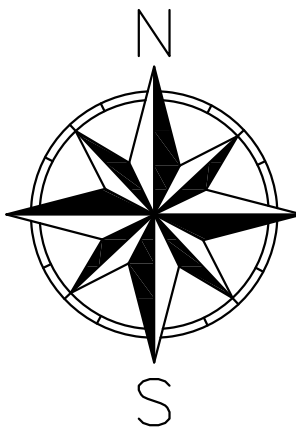
**NOTES:**

- Easement research and property description from Alpine Title Company, Order Number 308CEA Amendment No: 3, dated April 5, 2021, 7:00 am
- According to FEMA Flood Insurance Rate Maps, Community Number 080279 0010A dated March 1, 1986 portions of this parcel are within Zone A, defined as "Areas of 100 year Flood with base flood elevations and flood hazards not determined".
- Bearings for this survey based on the assumption that the historic bearing of the centerline of Glasgow Avenue bears North 02°06' West between the centerline monuments depicted and described hereon at Glasgow/King and Glasgow/Mantz. Said assumption was confirmed by solar observation performed on July 10, 1994 which calculated the bearing of the above described line as North 02°04'33" West.
- Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
- This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
- Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-4-508.
- The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
- This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.

**CERTIFICATE OF DEPOSIT**

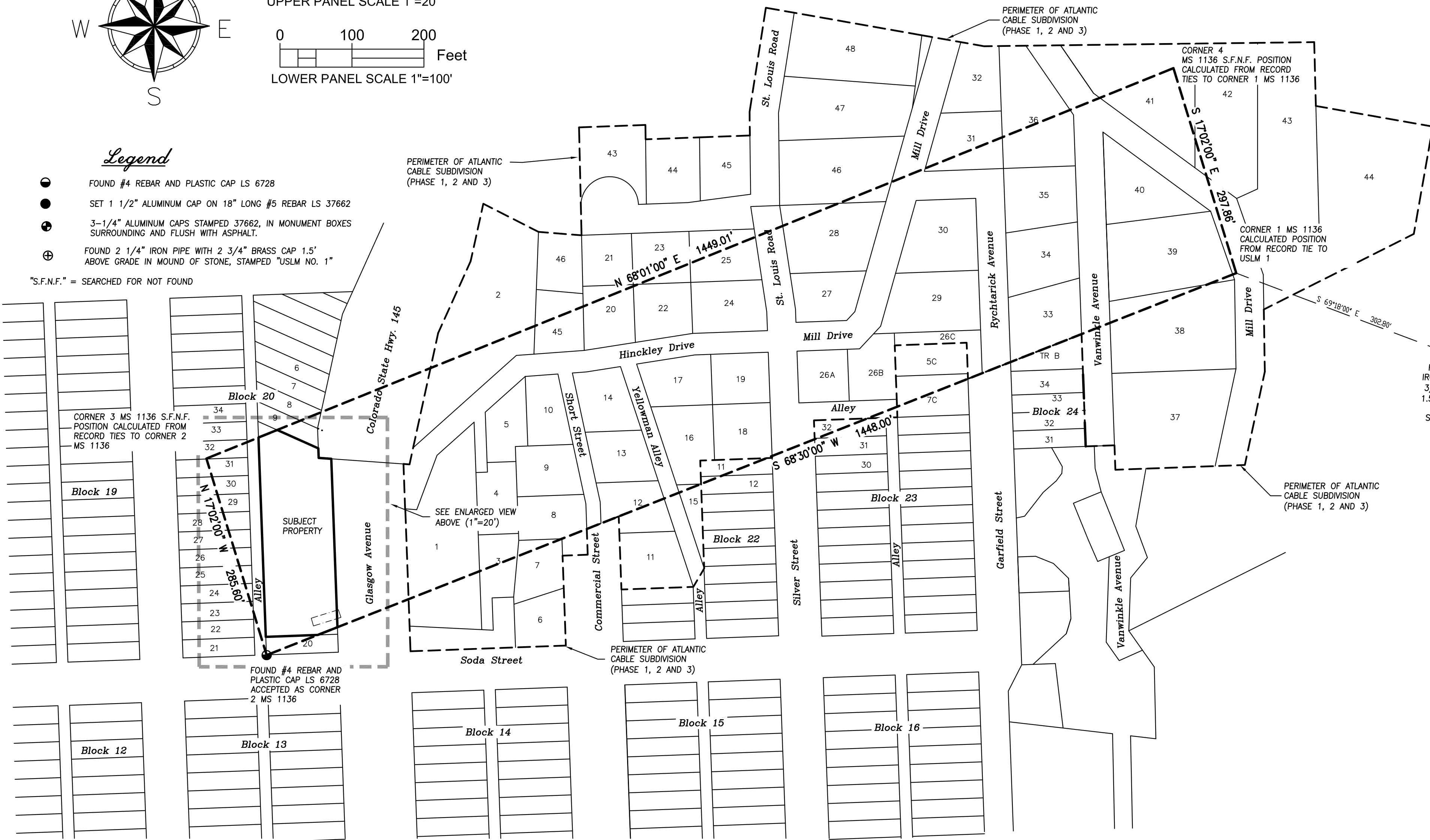
Deposited this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in the County Surveyor's Land Survey Plats and Right of Way Surveys at Page \_\_\_\_\_ File Number \_\_\_\_\_

Dolores County Clerk and Recorder



**Legend**

- FOUND #4 REBAR AND PLASTIC CAP LS 6728
  - SET 1 1/2" ALUMINUM CAP ON 18" LONG #5 REBAR LS 37662
  - 3-1/4" ALUMINUM CAPS STAMPED 37662, IN MONUMENT BOXES SURROUNDING AND FLUSH WITH ASPHALT
  - FOUND 2 1/4" IRON PIPE WITH 2 3/4" BRASS CAP 1.5" ABOVE GRADE IN MOUND OF STONE, STAMPED "USLM NO. 1"
- "S.F.N.F." = SEARCHED FOR NOT FOUND



**Improvement Survey Plat**

Portion of the Atlantic Cable Lode - MS 1136, Pioneer Mining District  
within Sections 25 and 36, T40N R11W NMPM  
Town of Rico, Dolores County, State of Colorado

Contillo/Stokes  
TBD Glasgow Avenue  
Rico, CO, 81432

**Portion of the Atlantic  
Cable Lode, MS 1136  
Town of Rico**  
Sections 25 and 36, T40N R11W NMPM

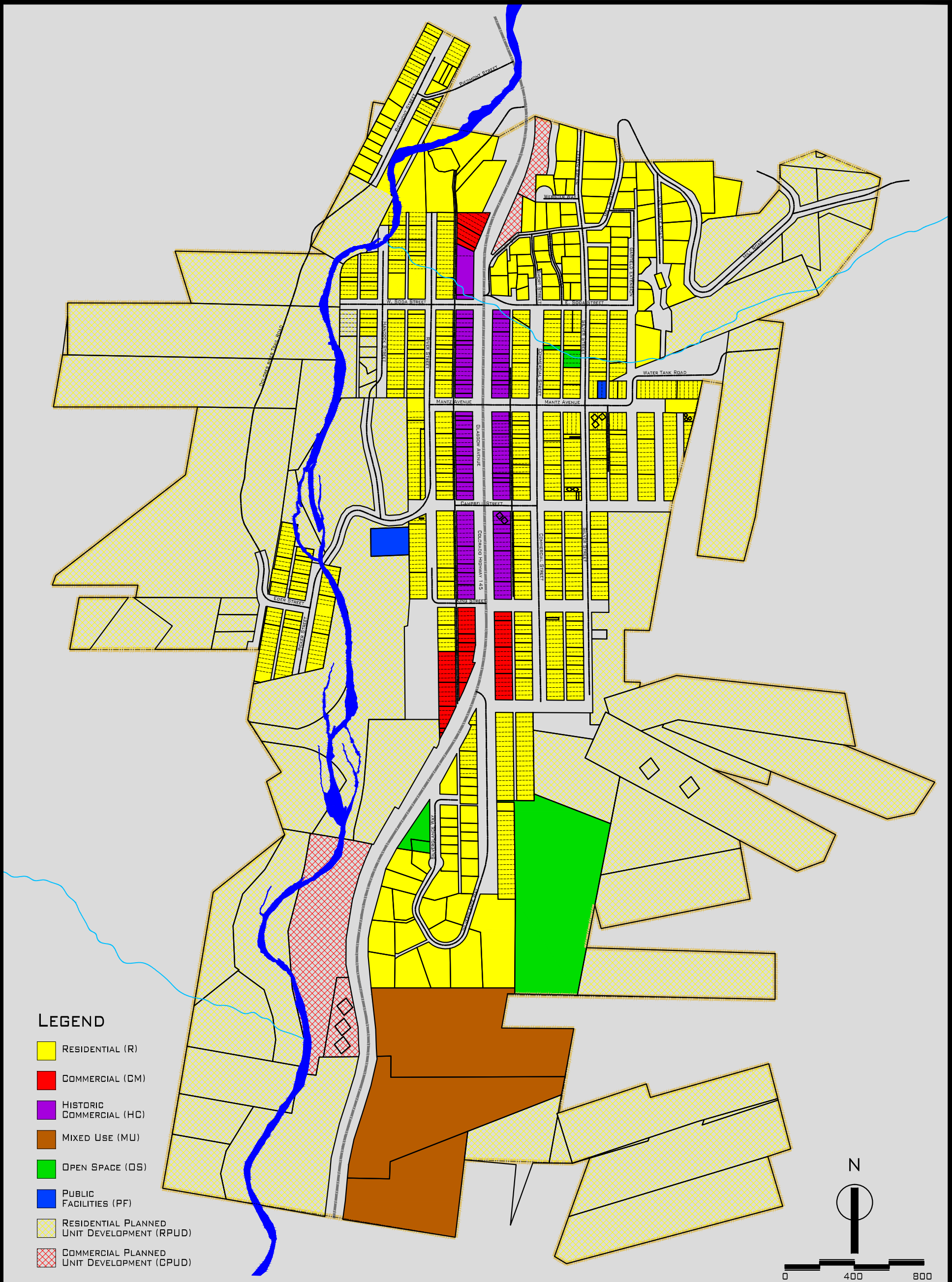
DATE : June 11, 2021

PROJECT NUMBER  
21041



**BULSON  
SURVEYING**





# TOWN OF RICO

# OFFICIAL ZONING MAP

RE: Map Requirement

In order to satisfy the map requirement that indicates zoning of lots within 200' of subject property, I have submitted our current survey along with the town's zoning map.

Endless Possibilities, LLC  
PO Box 115  
Rico, CO 81332

November 5, 2025

Town of Rico | Planning & Zoning Commission | Town Board  
2 Commercial St.  
Rico, CO 81332

Subject: Zoning Change Request Statement

Dear Rico Elected Officials and Staff,

We are writing to request a zoning change from Historic Commercial to Commercial, for our property located at the Atlantic Cable Headframe on Highway 145.

We believe the current zoning was adopted in error. This is the only Historic Commercial property north of Silver Creek, as the lot beyond it is zoned Commercial. This makes sense as it is unfeasible to develop to Historic Commercial standards (zero front and side setbacks). The intent of the zoning would be for the commercial core to be western facaded and due to the natural break with Silver Creek and lack of surrounding historical commercial buildings, this zoning is irrelevant. The curvature of the highway frontage and the traffic patterns in this area are not consistent with the intention of a Historic Commercial area, and building lot-line to lot-line would be impractical and unsafe.

The Historic Commercial parking requirement would be impossible to achieve on this lot, as it cannot be accessed from the back due to the unmaintained alley way. On-street parking is not available as the highway is narrow in this location, and we do not want to encourage on-street parking due to safety concerns. We think this property would better serve town under Commercial zoning, as we can uphold the 22' setback off the highway and meet all off-street parking requirements. Access for utilities and public services would be unchanged.

Commercial zoning would allow the development of this lot according to the LUC's right by use cases and therefore be built with community benefit in mind. Adding business to our Main Street is in line with the Rico Regional Master Plan.

The mining headframe located on this property is subject to a historic preservation and conservation easement to the Rico Historical Society and will therefore be maintained for the enjoyment of locals and visitors. The rezone from Historic Commercial to Commercial would have no effect on the headframe or its permanence.

Rezoning our lot from Historic Commercial to Commercial removes hurdles. As we envision future plans, we identified this change as a pivotal first step. Thank you for your consideration.

Sincerely,  
Mike & Katie Contillo

TAX DISTRICT 102

SCHEDULE NUMBER

504736205001 M

PAGE 568

Legal Description of Property: Acres:

.62

EXCEPTIONS:

MINE 100% INTEREST FROM: DISPOSITION PROP  
PORTION OF ATLANTIC CABLE MS #1136 PAT #8072 36-40-11 2024 TAX AMT 184.60  
B-193 P-324-327 238 P-320 B-266 P-445 B-279 P-27-38 2024 TAX PD 184.60-  
B-378 P-3 (SA) 164352 (NOT) 164742 (CONF) 164711 (CERT)  
164937 (DEED) 170765 (SRVY) 170804 (SA) 170805 (SWD)  
170806 (BSD) B-17 P-299 (PAT)

2024 Taxes	\$184.60	Paid	\$184.60	Taxes Due	\$ .00
2024 Other	.00	Paid	.00	Other Due	.00
				Other Years Due	.00
				Interest Due	.00
				Cert Amts Due	\$ .00
				Total Now Due	\$ .00

TAXES HAVE BEEN PAID IN FULL

## Assessed Owner:

ENDLESS POSSIBILITIES LLC  
P.O. BOX 215  
RICO CO 81332

AFFIDAVIT OF MAILING PUBLIC NOTICE LETTER

Date: November 6, 2025

Town of Rico

Rico Planning Commission

PO Box 9

Rico, Colorado, 81332

**Re: Certification and Affidavit of Mailing Public Notice Letter for TBD Highway 145 Rico, CO, 81332 (portion of Atlantic Cable lode, MS1136; lot Atlantic Cable Headframe sits upon).**

I hereby declare that I, *Katie Contillo*, mailed a copy of the Town approved, enclosed public notice letter via U.S. First Class Mail, postage prepaid thereon on 11/6/2025, to the attached list of property owners. The public notice letter was prepared and mailed in accordance with the public noticing requirements of the Rico Land Use Code. The public notice letter was placed in the mail on 11/6/2025 which was at least 20 days prior to the public hearing(s) to be held on 12/10/2025 (P&Z) and 12/17/2025 (town board). The list of property owners includes all lot and condominium property owners located within 200 feet of the boundary of the existing or proposed lot(s). The adjacent property owner list was compiled from the Dolores County GIS Website or Assessors Office.

Attached is a copy of the noticing letter, list of all property owners noticed, including their lot number and mailing address, a copy of the vicinity map mailed with the noticing letter, and a map showing all lots that were included within the 200 foot noticing area.

I declare that under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.

Sincerely,



---

Katie Contillo

Owner



## **NOTICE OF PENDING REZONING APPLICATION**

Date: November 5, 2025

RE: Public Hearing on Re-Zoning Application

Dear Property Owner,

You are receiving this public notice as required by the Town of Rico Land Use Code because you own property within 200 feet of a proposed rezoning application. The application is available for public inspection in the Town Clerk's office; Monday – Thursday, 8:00am – 5:00pm.

**Name of Applicant:** Endless Possibilities LLC

**Address of Applicant:** PO Box 115 Rico, CO 81332

**Phone Number of Applicant:** (970) 708-4455

**Type of Development Application:** Rezoning

**Present Zoning:** Historic Commercial

**Proposed Zoning:** Commercial

**Legal Description:** Portion of the Atlantic Cable Lode, MS 1136, located within the Pioneer Mining District and being situated within Section 25, Township 40 North, Range II West, N.M.P.M. Town of Rico, Dolores County, Colorado.

**Address:** TBD Highway 145 Rico, CO 81332 (lot the Atlantic Cable headframe sits upon)

**Lot or Site Size:** .62 acres; Parcel #504736205001

**Review Authority:** Rico Planning Commission & Rico Board of Trustees

**Rico Planning Commission Hearing Date:** December 10, 2025

**Board of Trustees' Hearing Date:** December 17, 2025

**Location of Public Hearing:** Rico Town Hall, 2 Commercial Street, Rico, CO 81332

Send emailed comments to [townmanager@ricocolorado.gov](mailto:townmanager@ricocolorado.gov) or by surface mail to:

Town of Rico  
PO Box 9  
Rico, CO 81332



PARCEL	OWNER NAME		MAILING ADDRESS	CITY	STATE	ZIP CODE	PROPERTY ADDRESS
504725300041	DAVIS GARY LYNN & YOLANDA LOU	DAVIS (JT)	PO BOX 86	RICO	CO	813320000	141 NORTH ARGENTINE
504725300167	BRD, LLC		P.O. BOX 1746	TELLURIDE	CO	814350000	140 N. GLASGOW
504736205010	BRICKHAUS HOLDING COMPANY LLC		P.O. BOX 1616	TELLURIDE	CO	814350000	123 N. ARGENTINE STREET
504736205007	ENGEL PATRICIA A.		P.O. BOX 62	RICO	CO	813320000	101 N. GLASGOW AVE.
504736205001	ENDLESS POSSIBILITIES LLC		P.O. BOX 215	RICO	CO	813320000	ATLANTIC CABLE
504736206002	MULDOON CORNELIUS F. & BARBARA	D. MULDOON (JT)(50%), (50%)(JT)	17013 6450 RD	MONTROSE	CO	814030000	119 N. RIVER STREET
504725303008	BAIN JUSTIN & JULIE BAIN (JT)		P.O. BOX 3107	TELLURIDE	CO	814350000	201 N. RIVER STREET
504725303007	ROBERTS MARIA G.		2900 S. PALO VERDE LANE, UNIT 18	YUMA	AZ	853653496	131 N. RIVER STREET
504736206001	MULDOON CORNELIUS F. & BARBARA D		17013 6450 RD	MONTROSE	CO	814030000	RIVER ST.
504726402010	CUMMINGS ROBERT E. & NICOLE Y.	PIETERSE	P.O. BOX 25	RICO	CO	813320000	
504725304008	BRICKHAUS HOLDING COMPANY LLC		300 WEST COLORADO AVE. UNIT 2-A	TELLURIDE	CO	814350000	135 N. ARGENTINE STREET
504725304009	ALLEN MARK		P.O. BOX 172	RICO	CO	813320000	135 N. ARGENTINE STREET
504736200104	BERNARDO BRYANT & JESSICA	BERNARDO	3004 LITTLE MILL	THE COLONY	TX	750560000	103 E. HINKLEY DRIVE
504736200111	HERSHEY CATHERINE M. & LLOYD G.	HERSHEY, JR. (JT)	3048 TAM OSHANTER	FLAGSTAFF	AZ	860040000	1 SODA ST
504736200103	PREJS JULIA & JOSEPH DILLSWORTH	(JT)	P.O. BOX 351	RICO	CO	813320000	4 E. SODA STREET
504736200101	CONTILLO KATELYN S. & MICHAEL E.	CONTILLO	P.O. BOX 115	RICO	CO	813320000	101 SOUTH HINCKLEY
504736205011	RANDALL LYNN ORTIZ		2014 HOTTON AVE	FARMINGTON	NM	874020244	102 N. RIVER STREET
504725304010	HAGAN MIKE & MARY		P.O. BOX 101	RICO	CO	813320000	134 N. ARGENTINE, 136 RIVER
504725304002	CUMMINGS ROBERT E. &	PIETERSE NICOLE Y.	P.O. BOX 25	RICO	CO	813320000	138 N. RIVER STREET
504736207001	DAY CASSANDRA ANN, DANIEL Z. DAY	MATTHEW POLZIN (JT)	1565 PARK AVE	CANON CITY	CO	812120000	39 N. RIVER ST.
504736208026	GASS GARY & CHRISTINE GASS (JT)		P.O. BOX 102	RICO	CO	813320000	34 N. RIVER STREET
504736208021	BELASCO MARIA (NORA) L. &	LESEM MICHAEL A. (JT)	P.O. BOX 43	RICO	CO	813320000	32 N. RIVER STREET
504736208017	MOORE CARMA, FAHRION JACK E., &	WALKER JANET L.	25150 RD. G. 15	CORTEZ	CO	813210000	31 N. GLASGOW AVE.
504736208018	TIO RICO, LLC		3624 W. PECOS RD.	CHANDLER	AZ	852260000	33 N. GLASGOW AVE
504736208001	STEWART JIMMY KERMIT		384 WATERVIEW LANE	SANFORD	NC	273300000	39 N. GLASGOW AVE.
504736209022	RICO TOWN OF		P.O. BOX 9	RICO	CO	813320000	40 N. GLASGOW AVE
504736209021	LYONS DEN CONSTRUCTION, INC.		P.O. BOX 265	RICO	CO	813320000	34 N. GLASGOW AVE

State Documentary Fee  
\$10.00 06-22-2021

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this 16 day of June, 2021  
between **Disposition Properties, L.L.C., an Arizona limited liability company**, of the County of **Dolores** and State of **Colorado**, grantor(s),  
AND  
**Endless Possibilities LLC, a Colorado limited liability company** whose legal address is **PO Box 215**  
**101 Hinckley Drive, Rico, CO 81332**  
of the County of **Dolores** and State of **Colorado**, grantee(s):

**WITNESS**, that the grantor(s), for and in consideration of the sum of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, **sell, convey** and confirm, unto the grantee(s), his/her heirs, and assigns forever, , all the real property, together with **improvements**, if any, situate, lying and being in the County of **Dolores** and State of Colorado, described as follows:

**FOR LEGAL DESCRIPTION SEE EXHIBIT A**

also known by street and number as: **TBD Hwy 145, Rico, CO 81332**

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to exceptions as listed on Exhibit-3008CEA.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

**Disposition Properties, LLC, an Arizona limited liability company**

**By: Inside Disposition Properties, LLC, an Arizona limited liability company, its Manager**

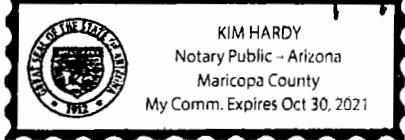
By: [Signature]  
**Curtis Swanky, its Manager**

STATE OF: Arizona  
COUNTY OF: Maricopa

The foregoing instrument was acknowledged before me this 16 day of June, 2021, by Curtis Swanky, Manager of Inside Disposition Properties, LLC, an Arizona limited liability company, the manager of Disposition Properties, LLC, an Arizona limited liability company.

**Witness my hand and seal.**

**My commission expires:** 10/30/21



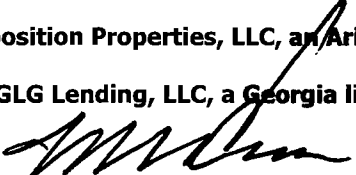
[Signature]  
**Notary Public**

SPECIAL WARRANTY DEED

3008CEA  
June 16, 2021  
12:41 PM

Disposition Properties, LLC, an Arizona limited liability company

By: GLG Lending, LLC, a Georgia limited liability company, its Manager


By:   
Michael L. Hines, its Manager

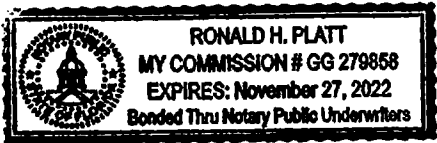
STATE OF:  
COUNTY OF:

The foregoing instrument was acknowledged before me this 16 day of June, 2021, by Michael L. Hines, Manager GLG Lending, LLC, a Georgia limited liability company, the manager of Disposition Properties, LLC, an Arizona limited liability company.

Witness my hand and seal.

My commission expires:

  
Notary Public



**Exhibit 'A'**

Portion of the Atlantic Cable Lode, MS 1136, located within the Pioneer Mining District and being situated within Section 25, Township 40 North, Range 11 West, N.M.P.M., Town of Rico, Dolores County, Colorado

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point on the western boundary of Glasgow Avenue, from whence the northeast corner of Lot 20, Block 20, Town of Rico according to the plat filed with the Clerk and Recorder of Dolores County on September 13, 1979 in Plat Book 2 at page 8. "Official Town of Rico Plat" bears S 02°06'00" E 9.78 feet, being the POINT OF BEGINNING;

THENCE N 02°06'00" W 234.02 feet to the southern boundary of the Right of Way for State Highway 145 as was conveyed to the Colorado Department of Transportation by Quit Claim Deed recorded 1/27/1967 at Reception Number 81067 County of Dolores, State of Colorado;

THENCE N 85°55'03" W 17.58 feet along said Right of Way for State Highway 145;

THENCE N 02°06'00" W 13.27 feet along said Right of Way for State Highway 145 to the southern boundary of Lot 9, Block 20, Town of Rico according to said Official Town of Rico Plat;

THENCE N 02°06'00" W 13.27 feet along said Right of Way for State Highway 145 to the southern boundary of Lot 9, Block 20, Town of Rico;

THENCE N 65°55'19" W 62.57 feet along said southern boundary of Lot 9, Block 20, Town of Rico to the northern boundary of said Atlantic Cable Lode, MS 1136;

THENCE S 68°01'00" W 28.04 feet along said northern boundary of the Atlantic Cable Lode, MS 1136 to the eastern boundary of the 16' alley located within Block 20, Town of Rico according to said Official Town of Rico Plat;

THENCE S 02°06'00" E 277.13 feet along said eastern boundary of the 16' alley within Block 20, Town of Rico to the northwest corner of said Lot 20, Block 20, Town of Rico;

THENCE N 87°54'00" E 72.23 feet along the northern boundary of said Lot 20, Block 20, Town of Rico to the southern boundary of said Atlantic Cable Lode, MS 1136;

THENCE N 68°30'00" E 29.44 feet along said northern boundary of said Atlantic Cable Lode, MS 1136 to the western boundary of Glasgow Avenue, being the POINT OF BEGINNING, as depicted on Improvement Survey Plat dated Jun 11, 2021 by David R. Bulson, L.S. 37662, Bulson Surveying Project Number 21041 deposited on June 15, 2021 in the county Surveyor's Land Survey Plats and Right of Way surveys at Reception Number 170765.

TOWN OF RICO, COUNTY OF DOLORES, STATE OF COLORADO

:  
:  
:  
:  
:

SPECIAL WARRANTY DEED

3008CEA  
June 16, 2021  
12:41 PM

### EXHIBIT - 3008CEA

- All mines, minerals, lodes, deposits and Veins as conveyed to Julius Thompson by the Town of Rico in Deed recorded November 15, 1892 in Book 28 at Page 140, and any and all assignments thereof or interests therein. Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- All mines, minerals, metals, lodes, deposits, veins and all mineral bearing ores, rocks, all mining rights as reserved by Rico Argentine mining Company and all rights, either expressed or implied, other than the surface estate, as reflected in Decree recorded July 16, 1954 in Book 75 at page 169. Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the local street improvement district, the local water conservancy district or the local sanitation district.
- Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the Dolores water conservancy district pursuant to that document recorded October 25, 2004 in Book 333 at page 297.
- Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which **exists or are claimed to exist in and over the present and past bed, banks or waters of Silver Creek and rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of the Silver Creek extending through the subject land, without diminution or pollution.**
- Memorandum of Real Property Located in Dolores County, Colorado, and In and Around the Town of Rico, by and between Rico Renaissance Limited Liability Company; Silver Creek Land Company; Rico Properties Limited Liability Company, JJRC LLC, Twin City; Silver Creek; BAL, Rico Advisory Limited Liability Company; Stanley A. Foster; Rico Land and Cattle Company; Rico High Altitude Investments, LL and Rico Mountain Life, LLC recorded December 16, 201 at Reception No. 160187; subject to the terms, conditions, provisions and obligations contained therein.
- Existing Road as shown on instrument recorded October 7, 1999 in Book 296 at page 224, as part of Reception No. 141534.
- Historic Preservation and Conservation Easement, recorded February 13, 2003 in Book 319 at page 309; subject to the terms, conditions, provisions and obligations contained therein.
- Any and all rights of way for Highway 145 and Argentine.
- All matters as shown on Improvement Survey Plat dated Jun 11, 2021 by David R. Bulson, L.S. 37662, Bulson Surveying Project Number 21041 deposited on June 15, 2021 in the county Surveyor's Land Survey Plats and Right of Way surveys at Reception Number 170765.

**Alpine Title**  
**271 S. Townsend, Ste. C1**  
**POB 4158**  
**Telluride, CO 81435-4158**  
Phone: **970-728-9680**  
Fax: **866-689-9558**

## **Transmittal Information**

Date:	12/31/2025
File No:	4524CEA
Commitment Date:	December 30, 2025, at 8:00 am
Commitment Number:	4524CEA-TBD
Property Address	TBD HWY 145, Rico, CO 8132
Buyer\Borrower	TBD
Seller	Endless Possibilities LLC, a Colorado limited liability company

---

For changes and updates please contact your Escrow or Title officer(s):

**Escrow Officer:**  
**Not Applicable**  
**Alpine Title**  
**271 S. Townsend, Ste. C1**  
**POB 4158**  
**Telluride, CO 81435-4158**  
Phone: **970-728-9680**  
Fax: **866-689-9558**  
E-Mail:

Processor: **Anneliese Riebel**  
E-Mail: **anneliese@alpinetitle.com**

**Title Officer:**  
**Anneliese Riebel**  
**Alpine Title**  
**271 S. Townsend, Ste. C1**  
**POB 4158**  
**Telluride, CO 81435-4158**  
Phone: **970-728-9680**  
Fax: **866-689-9558**



**There are No requirements appearing in Schedule B-Section 1 which require attention**

Copies Sent to:

**Customer:**  
**Town of Rico - Manger**



Misc:  
Alpine Title

Thank you for using Alpine Title

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**



**WESTCOR**  
LAND TITLE INSURANCE COMPANY

**ALTA Commitment For Title Insurance  
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
WESTCOR LAND TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

**WESTCOR LAND TITLE INSURANCE COMPANY**

**Alpine Title**

271 S. Townsend, Ste. C1  
Telluride, CO 81435-4158  
Phone: 970-728-9680



By:

*Mary O'Donnell*

President

Attest:

*[Signature]*

Secretary

*This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.*



Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.*

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.*

## **CONDITIONS AND STIPULATIONS**

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## **STANDARD EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

File No: **4524CEA**  
Amendment No: **4524CEA-TBD****SCHEDULE A**1. Commitment Date: **December 30, 2025, at 8:00 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **To Be Determined\*\***

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<i>To Be Determined</i>	\$	<b>250.00</b>
Total:	\$	250.00

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**4. The Title is, at the Commitment Date, vested in:  
**Endless Possibilities LLC, a Colorado limited liability company**

5. The Land is described as follows:

**SEE ATTACHED EXHIBIT "A"****\*\*For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**For Informational Purposes Only:  
**TBD HWY 145, Rico, CO 8132**APN: **540736205001**Countersigned  
Alpine Title

By:

**A. Riebel**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



File No.: 4524CEA

EXHIBIT A

The Land is described as follows:

**Portion of the Atlantic Cable Lode, MS 1136, located within the Pioneer Mining District and being situated within Section 25, Township 40 North, Range 11 West, N.M.P.M., Town of Rico, Dolores County, Colorado**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**Beginning at a point on the western boundary of Glasgow Avenue, from whence the northeast corner of Lot 20, Block 20, Town of Rico according to the plat filed with the Clerk and Recorder of Dolores County on September 13, 1979 in Plat [Book 2 at page 8](#). "Official Town of Rico Plat" bears S 02°06'00" E 9.78 feet, being the POINT OF BEGINNING;**

**THENCE N 02°06'00" W 234.02 feet to the southern boundary of the Right of Way for State Highway 145 as was conveyed to the Colorado Department of Transportation by Quit Claim Deed recorded 1/27/1967 at Reception Number 81067 County of Dolores, State of Colorado;**

**THENCE N 85°55'03" W 17.58 feet along said Right of Way for State Highway 145;**

**THENCE N 02°06'00" W 13.27 feet along said Right of Way for State Highway 145 to the southern boundary of Lot 9, Block 20, Town of Rico according to said Official Town of Rico Plat;**

**THENCE N 02°06'00" W 13.27 feet along said Right of Way for State Highway 145 to the southern boundary of Lot 9, Block 20, Town of Rico;**

**THENCE N 65°55'19" W 62.57 feet along said southern boundary of Lot 9, Block 20, Town of Rico to the northern boundary of said Atlantic Cable Lode, MS 1136;**

**THENCE S 68°01'00" W 28.04 feet along said northern boundary of the Atlantic Cable Lode, MS 1136 to the eastern boundary of the 16' alley located within Block 20, Town of Rico according to said Official Town of Rico Plat;**

**THENCE S 02°06'00" E 277.13 feet along said eastern boundary of the 16' alley within Block 20, Town of Rico to the northwest corner of said Lot 20, Block 20, Town of Rico;**

**THENCE N 87°54'00" E 72.23 feet along the northern boundary of said Lot 20, Block 20, Town of Rico to the southern boundary of said Atlantic Cable Lode, MS 1136;**

**THENCE N 68°30'00" E 29.44 feet along said northern boundary of said Atlantic Cable Lode, MS 1136 to the western boundary of Glasgow Avenue, being the POINT OF BEGINNING, as depicted on Improvement Survey Plat dated Jun 11, 2021 by David R. Bulson, L.S. 37662, Bulson Surveying Project Number 21041 deposited on June 15, 2021 in the county Surveyor's Land Survey Plats and Right of Way surveys at [Reception Number 170765](#).**

**TOWN OF RICO, COUNTY OF DOLORES, STATE OF COLORADO**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I - Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

*NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.*

*NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.*

**FOR INFORMATIONAL PURPOSES ONLY:**

**24-month Chain of Title:** The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Special Warranty Deed recorded June 22, 2021 at [Reception No. 170805](#).

Bargain and Sale Deed recorded June 22, 2021 at [Reception No. 170806](#). (mineral rights)

**NOTE:** If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Taxes and assessments for the year 2025 and subsequent years, a lien, not yet due and payable.
10. All mines, minerals, lodes, deposits and Veins as conveyed to Julius Thompson by the Town of Rico in Deed recorded November 15, 1892 in [Book 28 at Page 140](#), and any and all assignments thereof or interests therein.  
Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. All mines, minerals, metals, lodes, deposits, veins and all mineral bearing ores, rocks, all mining rights as reserved by Rico Argentine mining Company and all rights, either expressed or implied, other than the surface estate, as reflected in Decree recorded July 16, 1954 in [Book 75 at page 169](#). Note: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the local street improvement district, the local water conservancy district or the local sanitation district.
13. Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the Dolores water conservancy district pursuant to that document recorded October 25, 2004 in [Book 333 at page 297](#).

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

14. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Silver Creek and rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of the Silver Creek extending through the subject land, without diminution or pollution.
15. Memorandum of Real Property Located in Dolores County, Colorado, and In and Around the Town of Rico, by and between Rico Renaissance Limited Liability Company; Silver Creek Land Company; Rico Properties Limited Liability Company, JJRC LLC, Twin City; Silver Creek; BAL, Rico Advisory Limited Liability Company; Stanley A. Foster; Rico Land and Cattle Company; Rico High Altitude Investments, LL and Rico Mountain Life, LLC recorded December 16, 201 at [Reception No. 160187](#); subject to the terms, conditions, provisions and obligations contained therein.
16. Existing Road as shown on instrument recorded October 7, 1999 in [Book 296 at page 224](#), as part of [Reception No. 141534](#).
17. Historic Preservation and Conservation Easement, recorded February 13, 2003 in Book 319 at apge 309; subject to the terms, conditions, provisions and obligations contained therein.
18. Any and all rights of way for Highway 145 and Argentine.
19. All matters as shown on Improvement Survey Plat dated Jun 11, 2021 by David R. Bulson, L.S. 37662, Bulson Surveying Project Number 21041 deposited on June 15, 2021 in the county Surveyor's Land Survey Plats and Right of Way surveys at [Reception Number 170765](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## Alpine Title

### Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

## **Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Alpine Title**

Westcor Land Title Insurance Company (“WLTIC”) and **Alpine Title** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Alpine Title** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

### **Information Sharing**

Generally, neither WLTIC nor **Alpine Title** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Alpine Title** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Alpine Title** has a joint marketing agreement. Entities with whom WLTIC or **Alpine Title** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Alpine Title** use to protect this information and to use the information for lawful purposes. WLTIC or **Alpine Title**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC and **Alpine Title**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can be found on WLTIC’s website at [www.wltic.com](http://www.wltic.com)*

## Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

**HISTORIC PRESERVATION AND CONSERVATION EASEMENT**

**THIS HISTORIC PRESERVATION AND CONSERVATION EASEMENT** ("Easement") is made this 16<sup>TH</sup> day of JANUARY, 2003, by and between **Rico Properties LLC**, a Colorado limited liability company; **Rico High Altitude Investments LLC**, a Colorado limited liability company; **The Town of Rico**, a Colorado home rule municipality; **Matthew F. Greene** and **Amy L. Levitas**; and **Patricia A. Engel** (individually and collectively "Grantors" as pertains to each party's ownership of affected underlying parcels of land), and the **Rico Historical Society**, a Colorado nonprofit corporation with 501(c)(3) status ("Grantee").

**WITNESSETH**

**WHEREAS**, the Grantee is organized as a nonprofit corporation under the laws of the State of Colorado and is a qualifying recipient of qualifying conservation contributions under Sections 170(b), (f), and (h) of the Internal Revenue Code of 1986 as amended (the "Code");

**WHEREAS**, Grantee is authorized to accept historic preservation and conservation easements to protect property significant in Colorado history and culture under the provisions of Colorado law;

**WHEREAS**, Grantors are owners in fee simple of three parcels of real property located within the Town of Rico, in Dolores County, Colorado, which properties are hereinafter sometimes referred to as the "R.G.S. Rico Water Tower," the "Van Winkle Headframe," and the "Atlantic Cable Headframe" (collectively the "Historic Structures" or the "Premises"), more particularly described in *Exhibit A*;

**WHEREAS**, the Grantors and Grantee recognize the historical, cultural, and aesthetic value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid value and significance of the Historic Structures;

**WHEREAS**, the grant of a Historic Preservation and Conservation Easement by Grantors to Grantee on the real property referred to herein will assist in preserving and maintaining the Premises and their architectural, historical, and cultural features;

**WHEREAS**, the grant of a Historic Preservation and Conservation Easement by Grantors to Grantee on the Premises will assist in preserving and maintaining the aforesaid value and significance of the Premises;

**WHEREAS**, to that end, Grantors desires to grant to Grantee, and Grantee desires to accept, a Historic Preservation and Conservation Easement on the premises, pursuant to Colorado law;

**NOW THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby irrevocably grant and convey unto the Rico Historical Society a Historic Preservation and Conservation Easement in gross in perpetuity in and to the three parcels of real property and the Historic Structures located thereon, owned by Grantors, and more particularly described in *Exhibit A*.

The Easement, to be of a nature and character hereinafter further expressed, shall constitute a binding servitude upon said Premises of the Grantors, and to that end Grantors covenants on behalf of itself, its successors and assigns, with Grantee, and Grantee covenants on behalf of its successors and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land,

to do upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Historic Structures and surrounding land area, and which help maintain and assure the present and future historic integrity of the Historic Structures.

**1. Description of Historic Structures.** In order to make more certain the full extent of Grantors' obligations and the restrictions on the Premises, and in order to document the nature and condition of the Historic Structures as of the date hereof, attached hereto as *Exhibit B* and incorporated herein by this reference are photographs depicting the Historic Structures and the surrounding areas and other baseline documentation regarding the Historic Structures. It is stipulated by and between the Grantors and Grantee that the nature and condition of the Historic Structures as shown on the photographs is deemed to be the nature and condition of the Historic Structures as of the date hereof.

**2. Grantors' Covenants.** In furtherance of the Easement herein granted, Grantors undertake to do (and refrain from doing as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Premises:

- a. Grantors shall abide by all terms and conditions of this Easement.
- b. Grantors shall not demolish, remove, or raze the Historic Structures.
- c. Grantors shall not undertake any of the following actions:
  - i. Adversely affect the structural soundness of the Historic Structures
  - ii. Erect anything on the Premises which would interfere with the views of the Historic Structures or be incompatible with the historic character of the Premises.
- d. Grantors shall use the premises only for purposes consistent with the historic preservation and conservation purposes of this Easement.
- e. Grantors agree not to obstruct the substantial and regular opportunity of the public to view the Historic Structures on the Premises from adjacent real property owned by Grantors.
- f. The Premises shall not be subdivided and shall not be devised or conveyed except as in units consisting of each parcel.

**3. Grantee's Covenants.** In furtherance of the Easement herein granted, Grantee undertakes, of itself, to do (and refrain from doing as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Premises:

- a. Grantee shall abide by all terms and conditions of this Easement.
- b. Grantee shall not undertake any of the following actions:
  - i. Demolish, remove, or raze the Historic Structures.
  - ii. Adversely affect the structural soundness of the Historic Structures
  - iii. Erect anything on the Premises which would interfere with the views of the Historic Structures or be incompatible with the historic character of the Premises.
  - iv. Remove or destroy trees, shrubs, or other vegetation on the Premises
  - v. Make any topographical changes on the Premises.



- c. Grantee shall use the premises only for purposes consistent with the historic preservation and conservation purposes of this Easement.
- d. Grantee agrees not to obstruct the substantial and regular opportunity of the public to view the Historic Structures on the Premises.
- e. Grantee agrees to use its best abilities, subject to its ability to obtain grant or other funding, to protect and preserve the Historic Structures and to pursue funding resources to meet this obligation.
- f. Grantee agrees to use its best abilities, subject to availability of grant or other funding, to conduct preservation and restoration work on the Historic Structures consistent with site assessments and recommendations as made by the appropriate professionals in historic preservation and conservation efforts.
- g. In exercising any authority created by the Easement, including but not limited to inspection of the premises, conduct of any construction, alteration, repair, or maintenance, or to review any casualty maintenance or to reconstruct the Historic Structures following casualty damage, Grantee agrees to apply state or local standards considered appropriate by Grantors for review of work affecting historically significant structures. Grantee agrees to abide by such standards in performing all ordinary repair and maintenance work and all construction or reconstruction.
- h. Grantee warrants and covenants that Grantee is and will remain a Qualified Organization for purposes of the Code. In the event the Grantee's status as a Qualified Organization is successfully challenged by the Internal Revenue Service, then the Grantee shall promptly select another Qualified Organization and transfer all of its rights and obligations under the Easement to it.
- i. Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement.
- j. No utility transmission lines, except those reasonably necessary for the existing Historic Structures, may be created on the Premises, subject to utility easements already in existence.
- k. Grantee agrees to have surveys prepared describing the fenced areas currently surrounding each Historic Structure, to be completed at its cost. Such surveyed areas shall be the Premises for the purposes of this Easement, and the survey plats shall become a part of *Exhibit A* of this instrument. This instrument shall be recorded along with the survey plats of each of the three Historic Structure sites.

**4. Casualty Damage or Destruction.** In the event that the Historic Structures or any part thereof shall be damaged or destroyed by casualty, Grantors shall notify Grantee in writing within one (1) week of the damage or destruction, including a statement of what, if any, emergency work has been undertaken. Within four (4) weeks of the date of damage or destruction, the Grantee shall submit to the Grantors a written report prepared by a qualified architect, engineer, or other specialist, which shall include the following:

- a. Photographs of the damage or destruction
- b. An assessment of the nature and extent of the damage



- c. A report of such restoration/reconstruction work necessary to return the Historic Structures to the condition existing at the date immediately prior to the date of damage or destruction.

Grantee shall, within twenty-four (24) months of the damage or destruction, subject to availability of obtaining grant or other funds, complete the repair or reconstruction of the Historic Structure in accordance with the specifications included in the damage assessment report.

**5. Casualty Damage Resulting in Total Loss.** In the event the damage resulting from casualty is of such magnitude and extent as to render repairs or reconstruction of the Historic Structures impossible using all applicable insurance proceeds and any other funds available for such purposes, then:

- a. Grantee may elect to reconstruct the Historic Structure(s) using insurance proceeds, donations, or other funds received by Grantors or Grantee on account of such casualty, but otherwise at its own expense; or
- b. Grantee may elect to choose any salvageable portion of the Historic Structures and remove them from the premises, extinguish the Easement pursuant to Paragraph 16, and this instrument shall thereupon lapse and be of no further force and effect, and Grantee shall execute and deliver to Grantors acknowledged evidence of such fact suitable for recording the land records of Dolores County, Colorado, and Grantors shall deliver to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Historic Structures.

**6. Grantors' Remedies.** Grantors has the following legal remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law against Grantee, its successors or assigns:

- a. Grantors may, following reasonable notice to Grantee, institute suit(s) to enjoin such violation by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Historic Structures to the condition and appearance required under this instrument.
- b. Grantors may, following reasonable notice to Grantee, enter upon the Premises, correct any such violation, and hold Grantee responsible for the cost thereof. Such cost until repaid shall constitute a lien on the Premises.
- c. Grantors shall have all available legal and equitable remedies to enforce Grantee's obligations hereunder.
- d. In the event Grantee is found to have violated any of its obligations, Grantee shall reimburse Grantors for any costs or expenses incurred in connection therewith, including all reasonable court costs, and attorneys', architectural, engineering, and expert witness fees.
- e. Exercise by Grantors of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

7. **Grantee's Remedies.** Grantee has the following legal remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law against Grantors, its successors or assigns:

- a. Grantee may, following reasonable notice to Grantors, institute suit(s) to enjoin such violation by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Historic Structures to the condition and appearance required under this instrument.
- b. Grantee may enter upon the Premises, correct any such violation, and hold Grantors responsible for the cost thereof. Such cost until repaid shall constitute a lien on the Premises.
- c. Grantee shall have all available legal and equitable remedies to enforce Grantors' obligations hereunder.
- d. In the event Grantors is found to have violated any of its obligations, Grantors shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all reasonable court costs, and attorneys', architectural, engineering, and expert witness fees.
- e. Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. **Runs With the Land.** The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Easement shall extend to and be binding on Grantors and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantors and Grantee, and the words "Grantors" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instruments where such person shall cease to have any interest in the Premises by reason of a bona fide transfer. Restrictions, stipulations, and covenants contained in this instrument shall be inserted by Grantors, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantors divests itself of either the fee simple title or to any lesser estate in the Premises or any part thereof.

9. **Recording.** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Dolores County, Colorado. This instrument is effective only upon recording in the land records of Dolores County, Colorado.

10. **Existing Liens.** Except for those matters disclosed in writing to Grantee, Grantors warrants to Grantee that no lien or encumbrance exists on the Premises as of the date hereof. If any lien or encumbrance is placed or claimed to be placed on the Premises that would have priority over the rights, title, or interest of Grantee, the causing party shall immediately cause it to be satisfied or released.

11. **Indemnification.** The Grantee hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, the Grantors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures, (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in any way relating to the administration,

performed in good faith, of this preservation and conservation Easement, including, but not limited to, the granting or denial of consents hereunder, the reporting on or advising as to any condition on the Premises, and the execution of work on the Premises.

**12. Taxes and Assessments.** Grantors shall pay immediately, when first due and owing, all general property taxes for the premises. Grantee shall pay immediately, when first due and owing, all incremental increases in any special taxes, special assessments, utility charges, and other charges directly related to the preservation and maintenance of the Historic Structures, which may become a lien on the Premises. Grantors are hereby authorized, but in no event required or expected, to make or advance in the place of the Grantee, any payment of taxes, assessments, utility services, and any other governmental or municipal charge, fine, imposition, or lien asserted against the Premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, of forfeiture.

**13. Insurance.** The Grantee shall keep the Premises insured by an insurance company rated "A+" or better by Best's for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the opinion of the Grantors, normally be carried on a property such as the Premises protected by a preservation and conservation easement, and considered to be adequate in the sole determination of the Grantee. Such insurance shall include Grantors' interest and name Grantors as an additional insured and shall provide for at least thirty (30) days' notice to Grantors before cancellation and that the act or omission of one insured party will not invalidate the policy as to the other insured party. Furthermore, the Grantee shall deliver to the Grantors fully executed copies of such insurance policies evidencing the aforesaid insurance coverage the commencement of this grant and copies of new or renewed policies at least ten (10) days prior to the expiration of such policy. The Grantors shall have the right to provide such insurance at the Grantors' cost and expense, should the Grantee fail to obtain the same.

**14. Written Notice.** Any notice which either Grantors or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered, if to Grantors, then at: Rico Renaissance LLC, 11 South Glasgow Ave, P.O. Box 220, Rico, CO 81332; Town of Rico, P.O. Box \_\_\_\_\_, Rico, CO 81323; Matthew F. Greene and Amy L. Levitas, \_\_\_\_\_, \_\_\_\_\_, Patricia A. Engel, \_\_\_\_\_, \_\_\_\_\_; all as may be changed from time to time by notice in writing to Grantee, and if to Grantee, then at: Rico Historical Society, P.O. Box 281, Rico, CO 81332.

**15. Evidence of Compliance.** Upon request by Grantors, Grantee shall promptly furnish Grantors with evidence of Grantee's compliance with any obligation of Grantee contained herein.

**16. Extinguishment.** Grantors and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for the preservation and conservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Historic Structures resulting from a casualty of such magnitude that the Historic Structures are demolished or removed and salvaged as explained in Paragraph 5, or condemnation or loss of title

of all or a portion of the Premises or the Historic Structures. Such an extinguishment must be the result of a final judicial proceeding.

**17. Interpretation and Enforcement.** The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein and as provided for under Colorado law.
- b. Except as expressly provided for herein, nothing contained in this instrument grants, nor shall be interpreted to grant to the public any right to enter on the Premises or in or on the Historic Structures.
- c. For the purposes of furthering the preservation of the Premised and Historic Structures and of furthering the other purposes of this instrument, and to meet changing conditions, Grantors and Grantee are free to amend jointly the terms of this instrument in writing without notice to any other party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the preservation and conservation purposes of the donation. Such amendment shall become effective upon recording in the land records of Dolores County, Colorado.
- d. The terms and conditions of this Easement shall be referenced in any transfer of the property by the Grantors.
- e. It is the intent of the parties to agree to and bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.
- f. Nothing contained herein shall be interpreted to authorize or permit Grantee to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantee shall cooperate with the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.
- g. This instrument reflects the entire agreement of Grantors and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

IN WITNESS WHEREOF, on the date first shown above, Grantors has caused the preservation and conservation Easement to be executed, sealed, and delivered; and Grantee has caused this instrument to be accepted, sealed, and executed; each in its individual name or corporate name by its authorized representative, and attested by its Secretary.

GRANTORS:

Rico Properties L.L.C. 1-16-03  
Rico Properties LLC Date

By Steve Foster, its Manager

Rico High Altitude Investments LLC 1-16-03  
Rico High Altitude Investments LLC Date

By Steve Foster, its Manager

State of Colorado  
County of Dolores



Linda M. Yellowman  
Notary Public  
My Commission Expires on  
OCT. 20, 2006

The Town of Rico Date  
By \_\_\_\_\_, its \_\_\_\_\_

Attest:

\_\_\_\_\_, Secretary

Matthew F. Greene Date

Amy L. Levitas Date

Patricia A. Engel Date

GRANTEE:

Earlene J. Hays, president 1-17-03  
Rico Historical Society Date

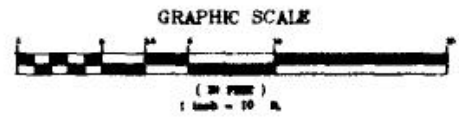
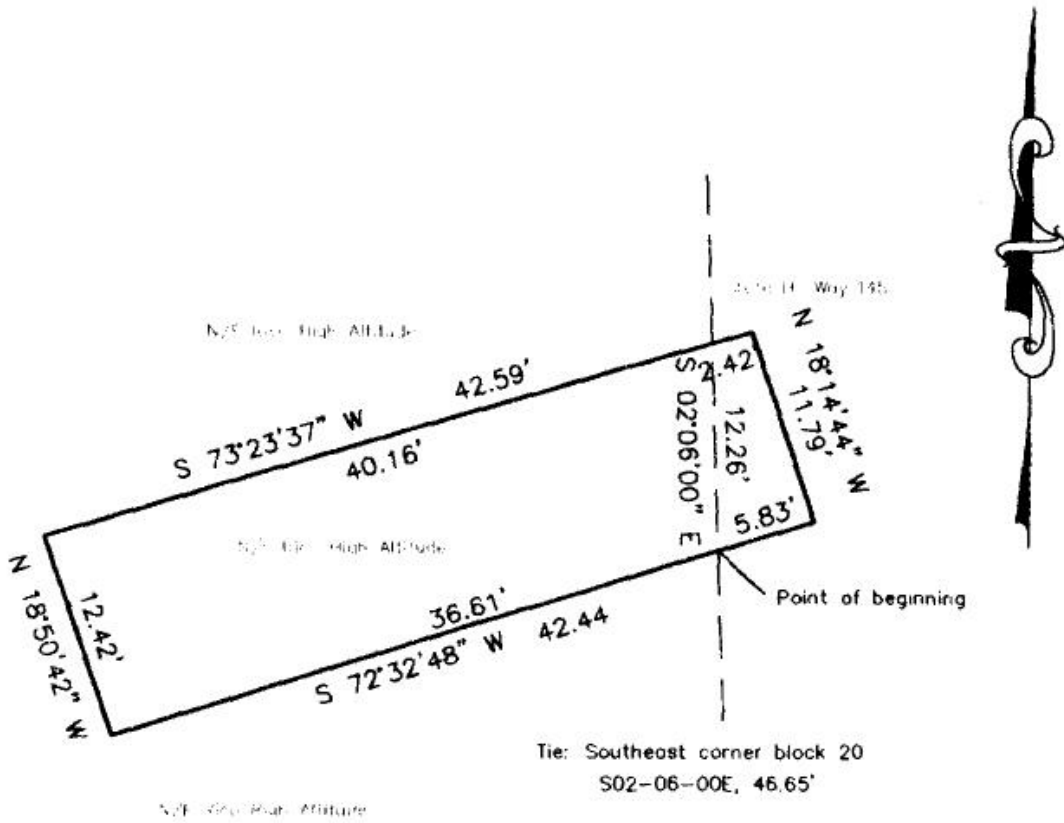
By \_\_\_\_\_, its \_\_\_\_\_

Attest:

Jerrie Matthews - Okey  
1-17-03, Secretary

UNOFFICIAL DOCUMENT





UNOFFICIAL DOCUMENT

EXHIBIT A -2

**CANYON SURVEYING**

PO BOX 66, RICO, CO. 81330 970-867-2646

**Rogan E. Williamson**

COLORADO STATE LIC. NO. 30771

**Atlantic Cable Headframe**

TOWN OF RICO

COUNTY OF DOLORES

STATE OF COLORADO

SCALE 1" = 10' SHEET 1 OF 1



**TOWN OF RICO**  
**INCORPORATED OCTOBER 11, 1879**  
**2 North Commercial Street**  
**Post Office Box 9**  
**Rico, Colorado 81332**  
**Office # 970.967.2861**  
**Fax # 970.967.2862**  
**[www.ricocolorado.gov](http://www.ricocolorado.gov)**

1/15/2025

To: Rico Board of Trustees  
From: Chauncey McCarthy, Town Manager  
Subject: San Miguel Power Association (SMPA) – Special Use Permit for Installation of a 1 MW / 4 MWh Battery Energy Storage System (Community Microgrid) at 101 S Glasgow Avenue

*San Miguel Power Association (SMPA) has submitted a Special Use Permit (SUP) application to install a 1 MW / 4 MWh Battery Energy Storage System (BESS) on the Rico School property located at 101 S Glasgow Avenue. The project is intended to serve as the Rico Community Microgrid, providing up to four hours of backup power for the Town during outages and improving grid reliability during severe weather events.*

*The BESS system consists of a containerized lithium-iron-phosphate battery unit, pad-mounted transformer, associated switchgear, fencing, and site improvements, as shown in the engineering drawings. The application package includes all required attachments such as the written report, site plan drawings, letter of agency, tax statements, certificate of mailing and noticing requirements, and special warranty deed.*

*Community microgrids are not a use-by-right within the Historic Commercial District, so this project requires approval of a Special Use Permit before any building permit or construction activities may proceed.*

424. SUBMITTAL REQUIREMENTS The application shall be accompanied by or show the following information:

424.1 The street address and legal description of the property affected.

*Submittal requirement met*

424.2 Any and all plans, maps, information, operating data and expert evaluation necessary to clearly explain the location, function, characteristics, or proposed mitigation, of any proposed use.

*Submittal requirement met*

424.3 A statement explaining why the proposed use meets the standards for review and why the proposed use is compatible with existing adjacent land uses and the surrounding neighborhood.

*Submittal requirement met*

424.4 An application fee as indicated in Appendix A.

*Submittal requirement met*

*Below are the standards for review for a special use permit application. The Board of Trustees shall review the application against each standard. If the Board of Trustees concludes that the application meets the requirements of all the standards of RLUC Section 428 an approval can be issued.*

#### 428. STANDARDS FOR REVIEW

The following standards shall apply to review of SUPs by the Rico Planning Commission and the Trustees in addition to standards indicated elsewhere in this RLUC for specific Special Use Permit applications.

428.1 Compatibility with Surrounding Area. The proposed use or operation is compatible with surrounding land uses and with the surrounding neighborhood.

428.2 General. The location, size, design and operating characteristics of all proposed uses shall mitigate any adverse effects, including visual impacts, on surrounding properties.

428.3 Noise. At no point on the bounding property line of any use in any district shall the sound pressure level of any use, operation or plant produce noise intensity greater than that customarily level of the underlying Zone District and surrounding neighborhood so as to create a nuisance or detract from the use and enjoyment of adjacent property. For the purposes of this section, bounding property line shall be interpreted as being at the far side of any street alley, stream or other permanently dedicated open space from the noise source when such open space exists between the property line of the noise source and adjacent property. When no such open space exists, the common line between two (2) parcels of property shall be interpreted as the bounding property line.



428.4 Smoke and Particulate Matter. No proposed operation or use in any district shall at any time create smoke and particulate matter that, when considered at the bounding property line of the source of operation creates a nuisance or distracts from the use and enjoyment of adjacent property.

428.5 Odorous matter. No proposed use shall be located or operated in any district that involves the emission of odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the bounding property line or any point beyond the tract on which such use or operation is located. The odor threshold shall be the concentration of odorous matter in the atmosphere necessary to be perceptible to the olfactory nerve of a normal person.

428.6 Fire and Explosive Hazard Material. A. Explosives. No use involving the manufacture or storage of compounds or products that decompose by detonation shall be permitted in any district, except that chlorates, nitrates, phosphorus and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the Fire Marshall as not presenting a fire or explosion hazard. B. Flammables. The storage and use of all flammable liquids and materials such as pyroxylin plastics, nitrocellulose film, solvents and petroleum products shall be permitted only when such storage or use conforms to the standards and regulations of the Town of Rico and receives the approval of the Fire Marshall.

428.7 Toxic and Noxious Matter. No proposed operation or use in any district shall emit a concentration across the bounding property line of the tract on which such operation or use is located of toxic or noxious matter that will exceed the threshold limits set forth by the Colorado Department of Health.

428.8 Vibration. No proposed operation or use in any district shall at any time create earthborne vibration that, when considered at the bounding property line of the source of operation creates a nuisance or distracts from the use and enjoyment of adjacent property.

428.9 Open storage. No open storage of materials or commodities shall be permitted in any district except as an accessory use to a main use located in a building in the MU Zone District. No open storage operation shall be located in front of a main building. No wrecking, junk, or salvage yard shall be permitted as a storage use in any district.

428.10 Glare. No proposed use or operation in any district shall be located or conducted so as to produce intense glare or direct illumination across the bounding property line

from a visible source of illumination nor shall any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property. 428.11 Traffic. No proposed use or operation shall be permitted where the use would create undue traffic impacts on Town roads and affected residential neighborhoods.

428.12 Off-Street Parking. Adequate off-street parking is provided to accommodate the proposed use.

Additional considerations or conditions:

*Special Use Permits affect the property's zoning and live with the property unless conditions are imposed upon the approval of the permit. Conditions to be considered:*

- Requirement that all fire safety documentation (Hazard Mitigation Analysis, UL 9540/9540A certificates, emergency response plan, and any other required technical materials) be provided to Town of Rico and the Rico Fire Protection District before commissioning of the system.*
- Requirement that SMPA provide any fire suppression equipment or other response tools identified by the Rico Fire Protection District as necessary to safely respond to a BESS-related incident.*
- Requirement that SMPA provide comprehensive, in-person emergency response training to the Rico Fire Protection District*
- Limitation on expansion or modification of the facility without supplemental review and approval by the Planning Commission and/or Board of Trustees.*
- Shielded, motion-activated lighting only; no continuous nighttime lighting.*
- Requirement that SMPA provide annual system performance, maintenance, and safety reporting to the Town of Rico.*
- Requirement that SMPA decommission and remove all equipment and restore the site if the facility becomes inactive, non-operational, or permanently out of service.*

*If approved, and because the project is located on a Historic Commercial property, any associated building permit, including elevation drawings, fencing details, screening, and exterior site improvements, shall require review and approval by the Board of Trustees prior to permit issuance.*

*Approval of the Special Use Permit would authorize only the use of the site for commercial battery energy storage. It would not approve the project's design, layout, height, or any other construction-related components, all of which would be subject to separate review and approval through the applicable permitting processes.*

---

## **Special Use Permit Applications**

**Special Use Permit Applications are required for uses not permitted by right in zone districts but permitted by special permit upon review. Uses not listed shall not be permitted under any circumstances.**

**Special Use Permits are required in Commercial Zone Districts for the following:**

- **Adult Businesses, including retail sales of adult material and nudity shows**
- **Day Care Facilities**
- **Fire Stations and Emergency Facilities**
- **Hospitals and Medical Centers**
- **Gasoline, fuel cell and other stations that sell fuel and/or energy**
- **Manufacturing businesses, not including art studios**
- **Religious Institutions**
- **Repair shops for automobiles**
- **Schools**
- **Trade Businesses, including electrical, heating, plumbing, welding, etc.**
- **Warehouses and distribution centers**
- **Wood working shops**
- **All other businesses not listed as a use by right in the Rico Land Use Code**

**Special Use Permits are required in Residential Zone Districts for the following:**

- **Short-term rental dwelling units / accommodations excluding hotels, condominium hotels, bed and breakfasts, motels, lodges, boarding houses and rooming houses**
  - **Day Care Facilities**
  - **Schools**
  - **Churches**
-

---

## Special Use Permit Process Chart



The Rico Planning Commission is authorized to review and make a recommendation to the Board of Trustees. Standards for review include the following:

- Compatibility with the surrounding area.
  - The location, size, design and operating characteristics shall mitigate any adverse effects on the surrounding properties.
  - Proposed use shall not produce noise levels beyond those of traditional uses in the underlying zone district.
  - Proposed use shall not produce smoke, particulate matter, odorous matter beyond those of traditional uses in the underlying zone district.
  - Proposed use shall not involve explosives, flammables, toxic and noxious matter, vibrations, or the need for open storage or glare.
  - Proposed use shall not create undue traffic impacts on Town roads and affected area.
  - Proposed use shall provide adequate off-street parking.
-

---

```
graph LR; A[Applicant shall notice neighbors within 200 feet of subject property 20 days prior to scheduled hearings and post notice at the Post Office and Town Hall 10 days prior to the hearings.] --> B[The Rico Planning Commission hears the request and recommends approval, denial or approval with conditions.]; B --> C[The Board of Trustees hears the request and either approves, denies or approves with conditions.]; C --> D[If the approval is conditional, the applicants must show that they have met the required conditions prior to final approval.]; D --> E[Permit issued];
```

Applicant shall notice neighbors within 200 feet of subject property 20 days prior to scheduled hearings and post notice at the Post Office and Town Hall 10 days prior to the hearings.

**The Rico Planning Commission hears the request and recommends approval, denial or approval with conditions.**

**The Board of Trustees hears the request and either approves, denies or approves with conditions.**

**If the approval is conditional, the applicants must show that they have met the required conditions prior to final approval.**

**Permit issued**

---

---

## Special Use Permit



Applicant Name San Miguel Power Association Phone Number 970-864-7311

Address 720 N Railroad St, Ridgway, CO 81432 Cell Phone Number \_\_\_\_\_

Email jeremy@smpa.com Fax Number \_\_\_\_\_

Street Address of Subject Property 101 S Glasgow Ave, Rico, CO 81332

Legal Description of Subject Property WITHIN CORPORATE LIMITS RICO SCHOOL

RICO LTS 1-8 BL 2 36-40-11 B-57 P-528, 531 B-71 P-30

B-333 P-297 (WTR) 170271 (TD- MR) 173782 (SW)

Zone District of Subject Property Historic Commercial (HC)

### Attachments Required:

- ☒ Description of Special Use Request
- ☒ Narrative of Reasons that Special Use should be granted
- ☒ Statement from County Treasurer showing the status of current taxes due on affected property
- ☒ Letter of agency if applicant is other than the owner of the property
- ☒ An application fee in the amount of \$200.00
- ☒ A site plan that includes any information relevant to the request i.e.: adequate parking for short term rental permit applications.
- ☒ A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property.
- ☒ A copy of the deed for the property.

*I swear that the information provided in this application is true and correct and that I am the owner of the property or otherwise authorized to act on behalf of the owner of the property.*

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

---

---

Date Application Received \_\_\_\_\_

Application Reviewed by \_\_\_\_\_

Application Fee Received \_\_\_\_\_

Date of Hearing \_\_\_\_\_

Application Complete \_\_\_\_\_

Rico Planning Commission Action \_\_\_\_\_

Mailing Notice Complete \_\_\_\_\_

Approval Subject to Conditions \_\_\_\_\_

**Other comments:**

**Special Use Permit  
Application Written  
Report for the Rico  
Community Microgrid  
Project in Rico, Colorado**

**San Miguel Power  
Association (SMPA)**

**November 17th, 2025**



**PREPARED BY:**

Power System Engineering, Inc



## Table of Contents

1	Introduction .....	1
1.1	Project Location.....	1
2	Project Description .....	2
2.1	Proposed Use.....	2
2.2	Major Equipment & Footprint .....	2
2.3	Elevation View .....	2
2.4	Electrical and Chemical Characteristics .....	3
2.4.1	Electrical Characteristics.....	3
2.4.2	BESS Description .....	3
2.5	Project Site Plan .....	3
2.6	Design and Safety Standards .....	4
3	Fire Safety and Mitigation Strategy.....	5
3.1	Battery Technology and Safety Features.....	5
3.2	UL 9540 and UL 9540A Testing.....	5
3.3	Hazard Mitigation Analysis (HMA) .....	5
3.4	Emergency Response Training.....	6
4	Compliance with Standards for Review (§428, RLUC).....	7
4.1	Compatibility with Surrounding Area (§428.1).....	7
4.2	General (§428.2) .....	7
4.3	Noise (§428.3).....	7
4.4	Smoke and Particulate Matter (§428.4) .....	8
4.5	Odorous Matter (§428.5) .....	8
4.6	Fire Explosive Hazard Material (§428.6).....	8
4.7	Toxic and Noxious Matter (§ 428.7) .....	9
4.8	Vibration (§ 428.8) .....	9
4.9	Open Storage (§ 428.9) .....	9
4.10	Glare (§ 428.10) .....	9
4.11	Traffic (§ 428.11) .....	9
4.12	Off-Street Parking (§ 428.12).....	10
5	Special Use Permit Documents .....	11

# 1 Introduction

San Miguel Power Association (SMPA, the “Owner”) is proposing to build the Rico Community Microgrid (the “Project”) in Rico, Colorado. The intended project location is the north-end section of the former Rico School building, located at 101 S Glasgow Ave. The Project would consist of battery energy storage system (BESS), a medium voltage transformer, a switchgear, and controls equipment. The BESS system would have 1000 kW/4000kWhr energy storage capacity. The primary goal for this microgrid is to provide backup power to the Town of Rico for up to 4 hours of outage. This Project would support the grid resiliency and reliability for the local community. This Written Report was prepared to support SMPA’s Special Use Permit application to the Town of Rico in compliance with the Town of Rico’s Land Use Code (RLUC). Section 420 of the RLUC governs Special Use Permits, with the Standards for Review outlined in Section 428. The purpose of this Written Report is to fulfill the requirements of the SUP.

## 1.1 Project Location

The project site is located on the 0.46-acre parcel with the parcel number: 504736222001. Figure 1 shows the boundaries of the project footprint.

**Street Address:** 101 S Glasgow Avenue, Rico, CO

**Legal description:** WITHIN CORPORATE LIMITS RICO SCHOOL  
RICO LTS 1-8 BL 2 36-40-11 B-57 P-528, 531 B-71 P-30  
B-333 P-297 (WTR) 170271 (TD- MR) 173782 (SW)



Figure 1. Shaded area in Pink represents Defined area intended for the Project location. Image obtained from Owner’s early conversations with Rico School / Landowner.

## 2 Project Description

### 2.1 Proposed Use

The Project is a Battery Energy Storage System (BESS) intended to serve as a microgrid for the Town of Rico, providing backup power during blackouts to support all electrical loads connected to the SMPA electrical grid. The boundary of the microgrid is limited to the Town of Rico, ensuring localized backup for the community. The system will be integrated with the existing SMPA grid, charging under normal conditions and automatically supplying power during blackouts. It is sized to reliably meet the town's peak electrical demand, ensuring continuity of service for critical and residential loads. The boundary of the microgrid is limited to the Town of Rico.

### 2.2 Major Equipment & Footprint

The Project consists of three primary components: a single containerized battery storage unit, a pad-mounted transformer, and associated switchgear. The combined footprint of the system is approximately **2,560 square feet**, occupying a compact, defined utility area on the property. The shaded area shown in **Figure 1** represents the allotted boundaries for the project. The overall arrangement of these components is illustrated in **Attachment 3**, which shows the site plan, spacing, and orientation of all major equipment relative to the property boundaries and setbacks.

### 2.3 Elevation View

Since the project is still in an early stage, detailed elevation drawings are not yet available. However, **Figures 2 and 3** show typical storage units from similar projects. A standard battery storage container is approximately **9 ft 6 in** tall.



Figure 2. Example BESS microgrid project made of 6 Battery containers, 2 transformers. The Rico Community Microgrid will consist of only 1 Battery Container and 1 Transformer





Figure 3. Elevation view of a Typical single Battery Container. Example shown is a Tesla Megapack, which is the potential battery to be installed at Rico.

## 2.4 Electrical and Chemical Characteristics

### 2.4.1 Electrical Characteristics

The Project consist of a Battery Energy Storage block, a Power Conversion System with a 480VAC output voltage, which feeds into a 480V/12,470V step-up transformer. A medium voltage switchgear along with protection controls serves as a main service disconnect. The system is also equipped with microgrid and BESS controls.

### 2.4.2 BESS Description

The BESS system has a rating of 1MW / 4MWhr and comprises the following components:

- ❖ **Battery Modules or Cells:**  
Fundamental components of the Battery storage, the battery cells are Lithium-Ion Phosphate, commonly referred to as LFP Batteries, and store electrical energy chemical and discharge when needed.
- ❖ **Battery Management System (BMS):**  
This system monitors the DC voltage, current, and temperature of the battery cells.
- ❖ **Thermal Management System (TMS):**  
Uses HVAC-based cooling and heating to keep battery modules within a safe operating temperature range.
- ❖ **DC circuitry and protection:**  
All required wiring and fuses between battery modules.
- ❖ **Container:**  
Outdoor-rated, weatherproof, and fire-rated container that houses all these components.

## 2.5 Project Site Plan

Appendix A shows the Project's site plan, with intended equipment location and arrangement. The site plan was design to meet relevant setback requirements and fence lines parallel to property lines.

## 2.6 Design and Safety Standards

The design and installation shall comply with the following Codes and Standards, which are enforced by the local Authority Having Jurisdiction (AHJ). The Project will be designed to comply with these Codes and Standards.

(1) National Electrical Code (NEC) (2023 Edition)

Ensures all electrical wiring, overcurrent protection, grounding, and system interconnections meet recognized safety standards for energy storage systems.

(2) National Fire Protection Association (NFPA) 855

*Standard for the Installation of Energy Storage Systems* (2023 Edition)

Establishes safety requirements for energy storage systems, including fire prevention, detection, suppression, emergency access, and safe spacing of equipment to protect personnel and property from thermal and chemical hazards.

(3) Local Fire Code – International Fire Code (IFC) (2021 Edition)

Governs fire prevention, emergency access, fire suppression systems, and operational safety measures to minimize the risk of fire and ensure safe response by emergency personnel.

(4) International Building Code (2021 Edition)

Enforces structural integrity, foundation design, enclosure requirements, and general construction safety to ensure that installations are stable, durable, and resistant to environmental hazards.

(5) Colorado Wildfire Resiliency Code (2025 Edition)

This code establishes mandatory wildfire-resilient construction and site-mitigation requirements for buildings in Colorado's designated wildland-urban interface areas. It enforces structure-hardening standards and defensible-space vegetation management based on mapped fire-intensity classifications, with permitting, inspection, and enforcement ensuring ongoing compliance. It will be adopted in early 2026 to reduce wildfire ignition risk and enhance protection of life and property.

(6) UL 9540 Listing

All battery energy storage systems (BESS) must be UL 9540 listed in accordance with NFPA 855. This certification ensures that the system has been rigorously tested for fire, electrical, and thermal safety, confirming that it can operate safely under normal conditions and during potential faults. Meeting this standard provides assurance that the system minimizes the risk of thermal runaway or fire incidents, protecting both property and personnel.

(7) UL 9540A Testing Method

UL 9540A defines the standardized testing procedure for evaluating the fire and thermal behavior of battery energy storage systems. It identifies potential failure modes, such as thermal runaway propagation, and measures how the system responds to these scenarios. This testing method is critical for designing and

certifying BESS with effective fire containment, early detection, and suppression strategies, ensuring overall operational safety.

## 3 Fire Safety and Mitigation Strategy

The Project will comply with the Codes and Standards enumerated in [Section 2.6, Design and Safety Standards](#). SMPA will proactively coordinate with the Rico Fire Department to ensure that construction and operation comply with all applicable fire codes and standards and provide emergency response training to Fire Department personnel prior to commissioning.

### 3.1 Battery Technology and Safety Features

The intended battery technology for this project is **Lithium Iron Phosphate (LFP)**, which presents a relatively limited fire hazard due to its stable thermal and chemical properties, high resistance to overcharging, and lower risk of thermal runaway compared to other lithium-ion chemistries such as NMC. Compared with traditional lead-acid batteries, LFP avoids issues such as acid leakage and hydrogen gas buildup, making it inherently safer for large-scale energy storage applications.

In the event of a battery fire, the planned enclosures are designed to release fire suppressant directly onto the affected cell in high concentrations, dissipating heat and preventing thermal runaway throughout the enclosure.

### 3.2 UL 9540 and UL 9540A Testing

In accordance with NFPA 855, the Battery Energy Storage System (BESS) shall comply with **Underwriters Laboratories 9540 (UL 9540)**, which establishes safety requirements for energy storage systems, including electrical, thermal, and fire protection. UL 9540 ensures safe operation, fault management, and protection of personnel and property.

As part of UL 9540 certification, the BESS will undergo **Large-Scale Fire Testing (UL 9540A)**. This testing evaluates fire propagation, thermal runaway behavior, and the effectiveness of fire containment measures, ensuring safe installation and operation of the system.

### 3.3 Hazard Mitigation Analysis (HMA)

To support NFPA 855 compliance, detailed engineering for the BESS project will include a **Hazard Mitigation Analysis (HMA)**. NFPA 855 defines an HMA as:

*“An evaluation of potential energy storage system failure modes and the safety-related consequences attributed to the failures.” (NFPA 855 Section 3.3.14)*

The HMA will include a site- and product-specific fire risk assessment and a first responder plan. It will evaluate the consequences of potential failures and identify mitigation measures, including:

1. Thermal runaway in a single module, array, or unit
2. Failure of the energy storage management system
3. Failure of required ventilation or exhaust systems

#### 4. Failure of smoke, fire, or gas detection and suppression systems

The completed HMA will be provided to the Town of Rico Fire Department for review and will remain available to local first responders and authorized system operators.

### 3.4 Emergency Response Training

SMPA will provide comprehensive, on-site, in-person training to local first responders and authorized system operators prior to commercial operation of the BESS. The training will cover all aspects of fire safety, emergency response, system shutdown procedures, and mitigation of thermal events, ensuring personnel understand how to safely operate, monitor, and respond to the battery system under emergency conditions. All training activities will be fully coordinated with the Town of Rico Fire Department and completed before the project is commissioned. The Fire Department will be provided with all required fire mitigation resources, the HMA document, and all safety related materials, including manufacturer-provided safety procedures.

## 4 Compliance with Standards for Review (§428, RLUC)

### 4.1 Compatibility with Surrounding Area (§428.1)

The proposed use of the land is compatible with the surrounding area given that immediate neighbors are non-residential in nature. As stated in the Introduction, the Project would be located on a parcel formerly used for the Rico School. The rest of the parcel, per previous correspondence with town officials, will be repurposed for a recreational area. The eastern neighbors to the parcel are residential occupancies but on the other side of the road (Hwy 145). The southern parcel is the Rico Fire Department. The project would not cause any concern to this neighbor, and to the contrary, the proximity to the fire department is an asset for fire protection. As shown in Fig 2, the project will not cause any visual disturbance to the surrounding area and neighbors.

### 4.2 General (§428.2)

The proposed battery storage (BESS) project consists of one prefabricated containerized unit, a pad-mounted transformer, and switchgear. As shown in the example project (Figure 2), the layout and equipment profile are designed to minimize both visual and spatial impacts. The equipment will be sited within a defined setbacks and secured with a fence for public safety. The system operates quietly, generating no emissions or lighting other than low-level, motion-activated fixtures for maintenance access. Its small footprint and unobtrusive design ensure compatibility with the surrounding properties and maintain the visual character of the neighborhood. Collectively, the project's location, design, and operating characteristics mitigate any potential adverse effects on adjacent land uses.

### 4.3 Noise (§428.3)

The construction process will result in temporary ambient noise increase during construction. However, once in operation, the proposed BESS system operates with minimal sound emissions and will not exceed the ambient noise levels typical of the surrounding neighborhood. The system's equipment, including the containerized unit, transformer, and switchgear, produces only a low continuous hum during active operation—well below nuisance thresholds at the property boundary. Typical noise levels of the major equipment are as follows:

- BESS container: The major source of noise comes from the Thermal Management System (HVAC) cooling fans. Typical operation noise ranges from **70 to 92 dBA** measure at 1 meter (3.3 ft) and is comparable to residential AC unit noise level.
- Transformer: **60 – 70 dBA** at 1 meter
- Switchgear: **50 dB to 70 dBA** at 1 meter

This noise level will be considerably reduced on the **bounding property line** given the distance and fence installation. For context, **Figure 4** shows common noise levels, as shown on OSHA.



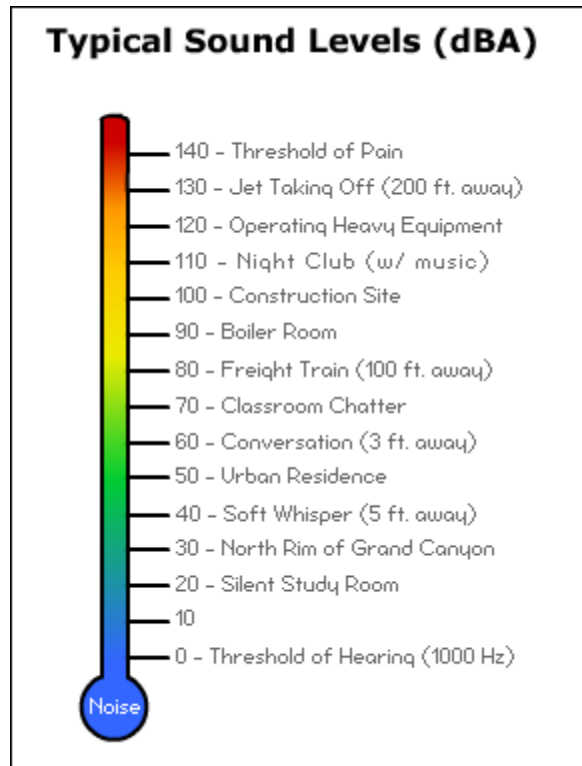


Figure 4. Typical Sound Levels. Source: <https://www.osha.gov/otm/section-3-health-hazards/chapter-5>. Accessed Nov 2025

## 4.4 Smoke and Particulate Matter (§428.4)

Project-related air quality impacts would be greatest during the estimated construction period. Construction activities, including equipment use and ground disturbance, may generate low levels of localized dust and exhaust emissions. Construction will follow NMED Air Quality Bureau rules for controlling fugitive dust, including water application, covering trucks, vehicle speed limits, wind fences, and prompt street cleanup. Additional measures, such as reducing equipment idling and maintaining machinery, will further minimize emissions.

Emissions during operations, maintenance, and decommissioning are expected to be minimal and temporary as the proposed BESS system does not involve any combustion processes or fuel-burning equipment and therefore produces no smoke, particulate matter, or other air emissions during normal operation. All components are electrically operated and fully enclosed, ensuring there are no visible emissions or odors at any time.

## 4.5 Odorous Matter (§428.5)

The Project will not, at no time of its operation, involve the emission of odorous matter since the BESS system is fully containerized and does not emit any odorous matter.

## 4.6 Fire Explosive Hazard Material (§428.6)

The design, installation, and operation of the BESS system are governed by the specific Codes and Standards listed in [2.6 Design and Safety Standards](#).

Also refer to [3 Fire Safety and Mitigation Strategy](#) for fire safety, emergency response training, and resources.

## 4.7 Toxic and Noxious Matter (§ 428.7)

The proposed battery energy storage system does not involve any processes that emit toxic or noxious substances. All equipment is sealed and electrically operated, with no combustion, chemical discharge, or fluid release during normal operation. As required by NFPA 855 Section 4.1.1,

*“ESS shall not release toxic or highly toxic gas creating conditions in excess of the permissible exposure limit (PEL) in the room or space in which they are located during normal charging, discharging, and use.”*

The Project would be the commission if it does not comply with all applicable Codes.

## 4.8 Vibration (§ 428.8)

The project includes no mechanical systems that generate measurable earthborn vibration. The equipment operates passively and silently, with no moving parts capable of producing ground or structural vibration. As such, the installation will not cause any nuisance or detract from the comfort or use of adjacent properties.

## 4.9 Open Storage (§ 428.9)

The project does not include any open storage of materials or commodities. All components are factory-assembled, self-contained, and permanently installed within weatherproof enclosures. No outdoor storage or staging will occur following construction, ensuring full compliance with open storage restrictions.

## 4.10 Glare (§ 428.10)

The proposed use will not produce glare or direct illumination across the property boundary. Minimal exterior lighting will be provided only for safety and maintenance access and will consist of fully shielded, downward-directed fixtures. These lights will be motion-activated and designed to prevent light spill onto adjacent properties, maintaining nighttime character and avoiding visual nuisance.

## 4.11 Traffic (§ 428.11)

During construction, there will be slight temporary impact to traffic, including workers commuting to the project site, major equipment movement to site for installation, and construction equipment. The Contractor (designated by SMPA) will coordinate with the Town of Rico to obtain all required clearances and comply with local construction requirements prior to construction.

During operation, the proposed facility operates autonomously and does not generate daily traffic. Occasional maintenance visits, typically limited to one light-duty vehicle on an as-needed basis, will not create any measurable traffic impacts on Town roads or surrounding neighborhoods. The project's operational characteristics are fully compatible with existing traffic conditions.

## 4.12 Off-Street Parking (§ 428.12)

The project requires minimal parking due to its passive operation. Adequate off-street parking and site access will be provided within the property boundary to accommodate occasional maintenance or inspection vehicles without impacting public roadways or neighboring properties. During installation, equipment will be temporarily stored offsite at a separate facility, ensuring that no onsite storage occurs that could create traffic congestion or disturbance.

## 5 Special Use Permit Documents

The following documents have been attached as part of the required documents and additional relevant information to support the SUP application.

- (1) Completed Special Use Permit Application Form
- (2) Attachment 1 – Tax Statement
- (3) Attachment 2 – Letter of Agency
- (4) Attachment 3 – Site Plan Electrical Drawings
- (5) Attachment 4 – Certificate of Mailing Affidavit
- (6) Attachment 5 – Special Warranty Deed

DOLORES COUNTY

TAXES DUE  
Thru Tax Year 2024

Printed 11/04/2025

TAX DISTRICT 102

SCHEDULE NUMBER

504736222001 R

PAGE 502

THIS IS VACANT LAND

Legal Description of Property:

EXCEPTIONS:

WITHIN CORPORATAE LIMITS RICO SCHOOL  
RICO LTS 1-8 BL 2 36-40-11 B-57 P-528,531 B-71 P-30  
B-333 P-297(WTR) 170271(TD- MR) 173782(SW)

2024 Taxes	\$ .00	Paid	\$ .00	Taxes Due	\$ .00
2024 Other	.00	Paid	.00	Other Due	.00
				Other Years Due	.00
				Interest Due	.00
				Cert Amts Due	\$ .00
				Total Now Due	\$ .00

ZERO TAX ON CURRENT ROLL

Assessed Owner:

TELLURIDE SCHOOL DISTRICT R-1  
725 W. COLORADO AVE.  
TELLURIDE CO 81435

## **LETTER OF AGENCY**

**Date:** October 15, 2025

To:

Town of Rico Planning Commission

Town of Rico, Colorado

Rico Town Hall, 2 Commercial Street, Rico, CO 81332)

**Subject: Grant of Agency for Special Use Permit Application – Battery Energy Storage System (BESS) Project**

This Letter serves as formal authorization, granting agency from the Telluride School District R-1 to the San Miguel Power Association, Inc. (SMPA) for the purpose described herein.

**1. Grantor (Property Owner):**

Telluride School District R-1

725 West Colorado Ave Telluride, Co 81435

970-369-1236

**2. Agent (Authorized Applicant):**

San Miguel Power Association, Inc.

170 W 1st Ave.

Nucla, CO 81424

**3. Property Location:**

The property is owned by the Telluride School District R-1 and is located within the Town of Rico, Colorado.

Parcel: 5047-362-22-001

Legal: Rico Lots 1-8 Block 2 36-40-11

Address: 101 S. Glasgow

#### 4. Authorization Granted:

The Telluride School District R-1, as the legal owner of the property identified in Section 3, hereby grants full and complete authority to the San Miguel Power Association, Inc. (SMPA) to act as its authorized agent to prepare, submit, sign, and manage a Special Use Permit (SUP) application with the Town of Rico Planning Commission.

This authorization specifically relates to the installation and operation of a **Battery Energy Storage System (BESS)** on the aforementioned property.

This grant of agency permits SMPA, and its authorized representatives, to:

- File all necessary application forms, plans, and technical documents.
- Represent the School District at all required public hearings, meetings, and reviews before the Planning Commission and other relevant Town departments.
- Accept, negotiate, and agree to any conditions or stipulations imposed by the Town of Rico in connection with the approval of the Special Use Permit.
- Execute any amendments or modifications required for the application process.

The undersigned affirms that they have the authority to grant this agency on behalf of the Telluride School District R-1.

We understand and agree that this Letter of Agency shall remain in effect until the Special Use Permit application for the BESS project has been formally approved or denied by the Town of Rico, or until formally revoked in writing by the School District.

Signature: \_\_\_\_\_



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

10/30/25

Printed Name: Ken Olson

Title: Director of Operations

Telluride School District R-1

**NOTARY ACKNOWLEDGMENT**

State of Colorado

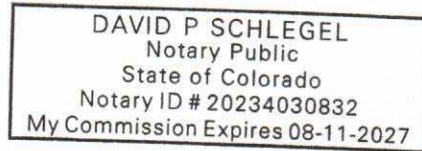
County of San Miguel ss.

The foregoing instrument was acknowledged before me this 30 day of October, 2025, by Ken Olson, as Director of Operations of Telluride School District R-1.

Witness my hand and official seal.

Notary Public

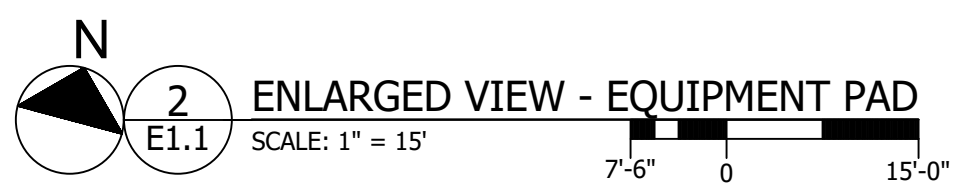
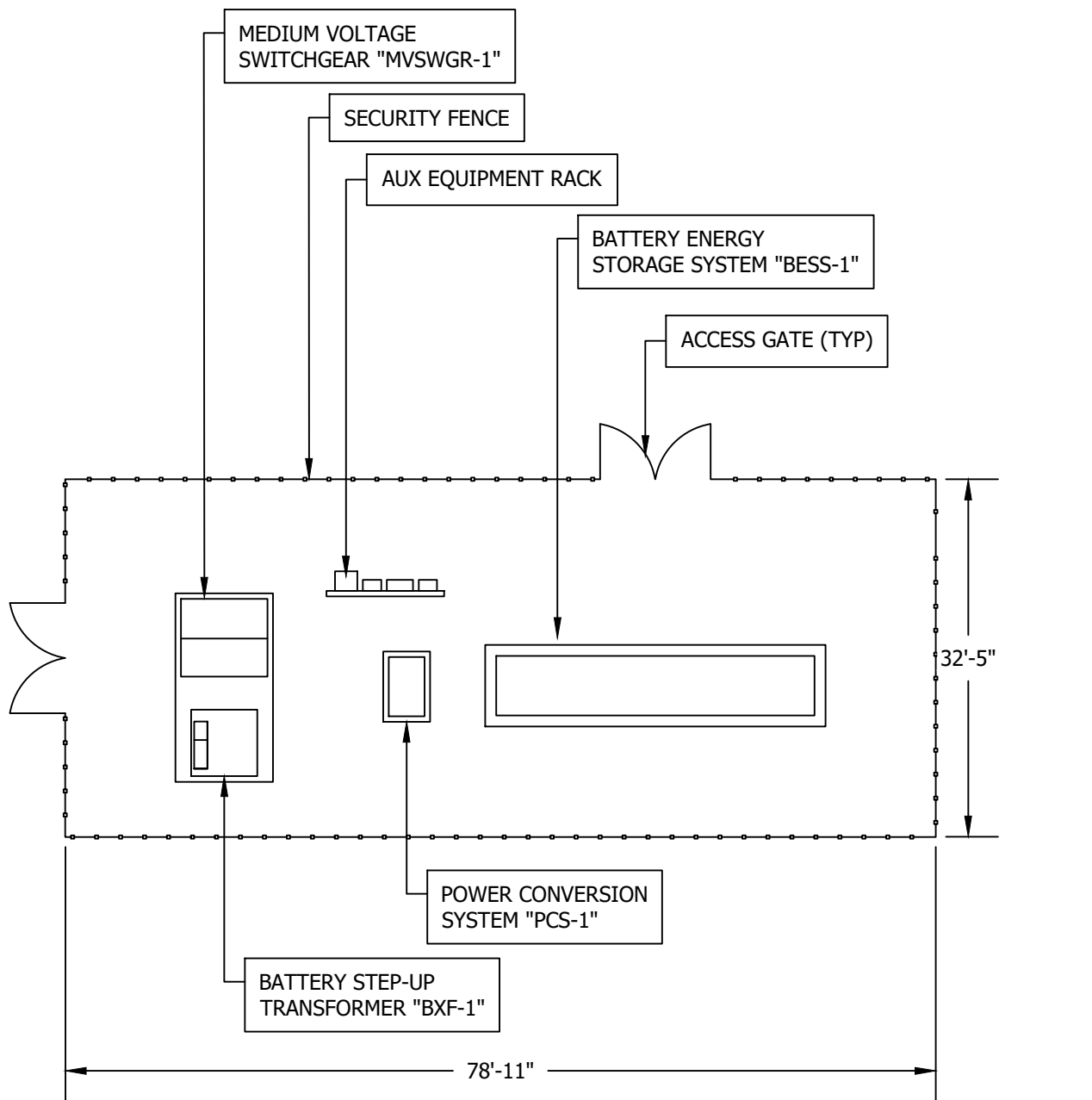
My commission expires: 8-11-2027











PROJECT SUMMARY	
MICROGRID TYPE:	BATTERY STORAGE
RATED POWER:	1.0 MW
RATED ENERGY CAPACITY:	4.0 MWhr
ENERGY DURATION:	4 HR
BATTERY CHEMISTRY	LITHIUM ION PHOSPHATE (LFP)

NO.	REVISION/RECORD OF ISSUE	BY	ENGR	DATE
1	REFERENCE BID DRAWINGS	AS	OOI	07/23/2025
2	ISSUED FOR PERMIT	AS	OOI	11/07/2025

- LEGEND**
- PERIMETER FENCE LINE
  - EXISTING MV OVERHEAD
  - MV UNDERGROUND
  - EXISTING UTILITY POLE

**REFERENCE BID  
DRAWINGS  
NOT FOR  
CONSTRUCTION**



**PSE ENGINEERS & CONSULTANTS**  
2424 Rimrock Rd., Suite 300  
Madison, WI 53713  
Tel: 866.825.8895 www.powersystem.org

**NOTICE:**  
THIS DRAWING IS DISTRIBUTED UPON THE CONDITION THAT IT IS NOT TO BE REPRODUCED OR BE COPIED, IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN CONSENT OF POWER SYSTEM ENGINEERING, INC.

PSE PROJECT NUMBER: CO0262507  
ORIGINAL DATE: 07/23/2025 ENGR: OOI  
DRAWN BY: AS CHK'D/APPD BY: OOI

**RICO MICROGRID**  
101 S GLASGOW AVE  
RICO, CO 81332

**ELECTRICAL SITE PLAN**

DRAWING NUMBER  
**E1.1**

REVISION  
**B**

11/7/2025 10:40 AM

C:\SHAREPOINT\POWER SYSTEM ENGINEERING, INC.\RENEWABLE ENERGY  
RESOURCES - DOCUMENTS\SMPA\DESIGN\RICO\DRAWINGS

## AFFIDAVIT OF MAILING PUBLIC NOTICE LETTER

Town of Rico

Town of Rico

P.O. Box 9

Rico, Colorado, 81332

Re: Certification and Affidavit of Mailing Public Notice Letter for Special Use Permit Application,  
Town of Rico.

I hereby declare that ***San Miguel Power Association (SMPA)***, mailed a copy of the Town approved, enclosed public letter via U.S. First Class Mail, postage prepaid thereon ***November 20, 2025***, to the attached list of property owners.

The public notice letter was prepared and mailed in accordance with the public noticing requirements of the Rico Land Use Code. The public notice letter was placed in the mail on ***November 20, 2025***, which was ***20*** days prior to the public hearing(s) to be held on ***December 10, 2025***. The list of property owners includes all lot and condominium property owners located within 200 feet of the boundary of the existing or proposed lot(s). The adjacent property owner list was compiled from the Dolores County GIS website or Assessors Office.

Attached is the copy of the noticing letter, list of all property owners noticed, including their lot number and mailing address, a copy of the vicinity map mailed with the noticing letter, and a map showing all lots that were included within the 200-foot noticing area.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.

Sincerely,

**Jeremy Fox**

San Miguel Power Association

## NOTICE OF PENDING SPECIAL USE PERMIT APPLICATION

Date: November 20, 2025

RE: Public Hearing on Special Use Permit Application

Dear Property Owner,

You are receiving this public notice as required by the Town of Rico Land Use Code because you own property within 200 feet of a proposed Special Use Permit application.

The Special Use Request is as follows:

San Miguel Power Association (SMPA) has secured a grant to install a Community Microgrid in the Town of Rico to improve power reliability and community resilience. Despite regular vegetation management, avalanches, slides, and strong winds have historically damaged power lines and caused frequent and extended outages—such as the January 18, 2023 event that lasted over 3.5 hours. These outages impact residential homes, critical services—fire station, gas station, communication services, municipal buildings—as well as local businesses. To address these challenges, SMPA is requesting a Special Use Permit to install a 1 MW / 4 MWh Battery Energy Storage System (BESS) that will provide backup power during grid outages, ensuring critical services and residents remain powered and connected during severe weather and emergency events.

**Applicant's Name:** San Miguel Power Association, Inc

**Applicant's Address:** 720 N Railroad St, Ridgway, CO 81432

**Applicant's Phone Number:** 970-864-7311

**Type of Development Application(s):** Community Microgrid for Enhanced Resilience

**Legal Description:** Lots 1-8 Block 2 Section 36-40-11

**Address:** 101 S Glasgow Avenue, Rico, CO 81332

**Lot or Site Size:** Approx. 80' X 40'

**Review Authority:** Rico Planning Commission and Rico Board of Trustees Rico Planning

**Commission Hearing Date:** December 10th, 2025, at 6:00 PM

**Location of Public Hearing:** Rico Town Hall, 2 Commercial Street, Rico, Colorado, 81332

Application is available for public inspection in the Town Clerks office during normal operational hours.

Send emailed comments addressed to the **[townmanager@ricocolorado.gov](mailto:townmanager@ricocolorado.gov)**

Or by surface mail to:

**Chauncey McCarthy,**

**Town of Rico**

**PO Box 9**

**Rico, Colorado, 81332**

Sincerely,

***Jeremy Fox***

San Miguel Power Association, Inc

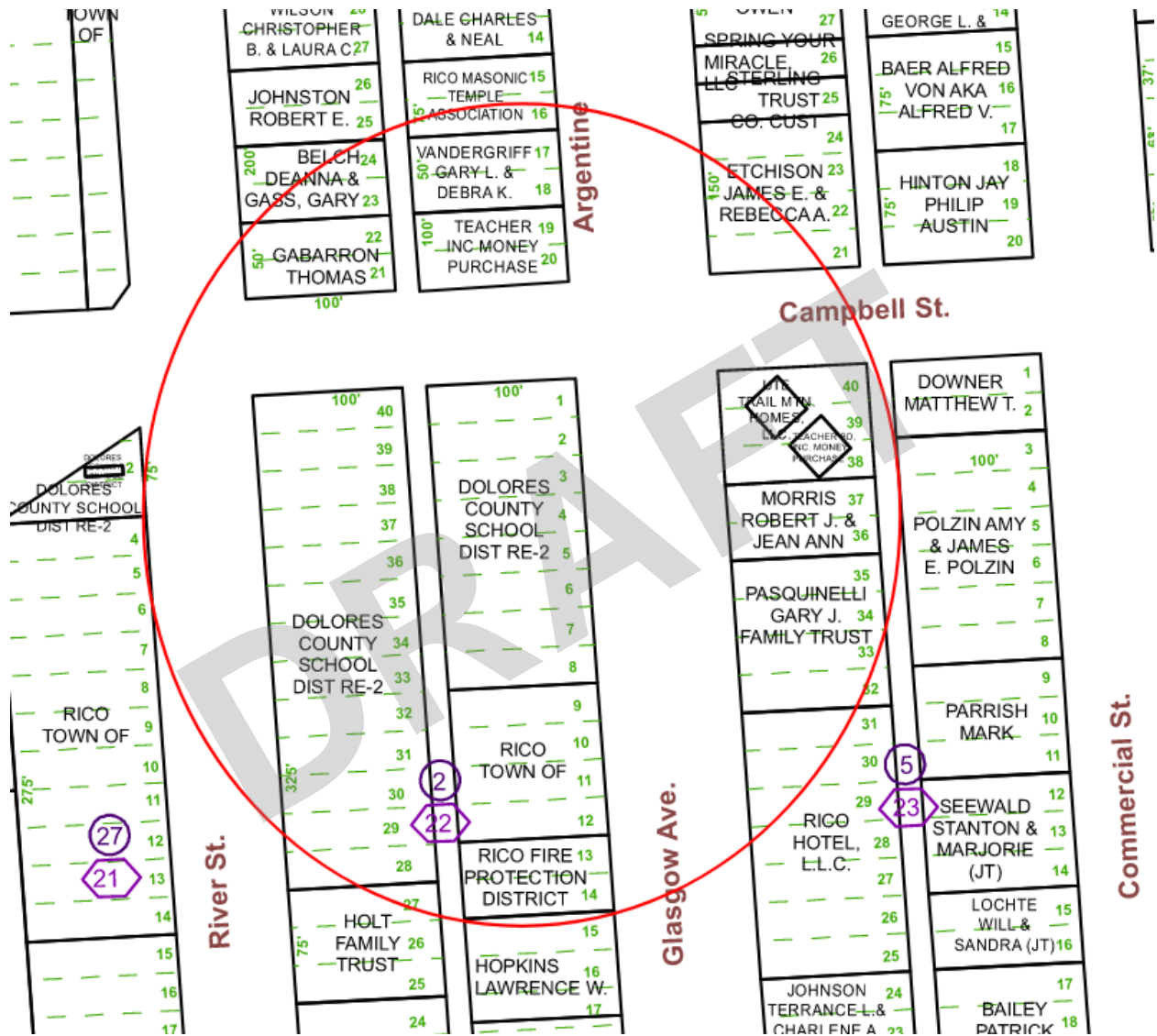


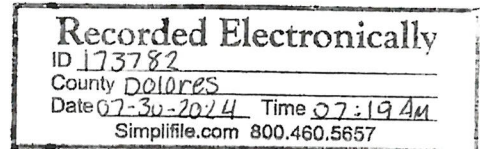
**List of all property owners within 200 feet of the subject property**

The following list and map were obtained from the publicly accessible Dolores County website as accessed on 10/20/2025.

<b>Name</b>	<b>Mailing address</b>	<b>Lot Number</b>
<b>Dolores County School District</b>	<b>425 Main St, Dove Creek, CO 81324</b>	<b>Lots 28-40 Block 2 Section 36-40-11</b>
<b>Holt Family Trust</b>	<b>130 S River St, Rico, CO 81332</b>	<b>Lots 25-27 Block 2 Section 36-40-11</b>
<b>Town of Rico</b>	<b>P.O. Box 9 Rico CO, 81332</b>	<b>Lots 9-12 Block 2 Section 36-40-11</b>
<b>Rico Fire Protection District</b>	<b>119 S Glasgow Ave, Rico, CO 81332</b>	<b>Lots 13-14 Block 2 Section 36-40-11</b>
<b>Hopkins Lawrence W.</b>	<b>140 Nimbus Dr, Telluride CO 81435</b>	<b>Lots 15-17 Block 2 Section 36-40-11</b>
<b>Gabarron Thomas</b>	<b>P.O. BOX 3003, Telluride, CO 81435</b>	<b>Lots 21-22 Block 1 Section 36-40-11</b>
<b>Belch Deanna &amp; Gass, Gary</b>	<b>180 Alexander Overlook Telluride, CO 81435</b>	<b>Lots 23-24 Block 1 Section 36-40-11</b>
<b>Johnston Robert E</b>	<b>PO Box 152 Rico, CO 81332</b>	<b>Lots 25-26 Block 1 Section 36-40-11</b>
<b>Rico Masonic Temple Association</b>	<b>31 S. Glasgow Ave, Rico CO 81332</b>	<b>Lots 15-16 Block 1 Section 36-40-11</b>
<b>Vandergriff Gary L. &amp; Debra K.</b>	<b>1303 Lawson Ave Midland, TX 79701</b>	<b>Lots 17-18 Block 1 Section 36-40-11</b>
<b>Teacher Inc Money Purchase</b>	<b>39 S. Glasgow Ave, Rico CO 81332</b>	<b>Lots 19-20 Block 1 Section 36-40-11</b>
<b>Etchison James E. &amp; Rebecca</b>	<b>38 S Glasgow Ave Rico CO 81332</b>	<b>Lots 21-24 Block 6 Section 36-40-11</b>
<b>UTE TRAIL MTN. HOMES, LLC</b>	<b>901 Acoma St. Denver, CO 80204</b>	<b>Lots 38-40 Block 5 Section 36-40-11</b>
<b>Morris Robert J. &amp; Jean Ann</b>	<b>116 S Glasgow Ave, Rico, CO 81332</b>	<b>Lots 36-37 Block 5 Section 36-40-11</b>
<b>Pasquinelli Gary J. Family Trust</b>	<b>PO Box 2949, Yuma, AZ 85366</b>	<b>Lots 32-35 Block 5 Section 36-40-11</b>
<b>Rico Hotel LLC</b>	<b>124 S. Hwy 145, Rico, CO, 81332</b>	<b>Lots 25-31 Block 5 Section 36-40-11</b>

# Map





## SPECIAL WARRANTY DEED

**THIS DEED**, Made this 28<sup>th</sup> Day of June, 2024

Between **DOLORES COUNTY SCHOOL DISTRICT RE-2J**  
*that took title as Dolores County School District No. 1*  
of the County of Dolores and State of Colorado, grantor

and **TELLURIDE SCHOOL DISTRICT R-1**  
whose legal address is 725 W. Colorado Ave, Telluride, CO 81435  
of the County of San Miguel and State of Colorado, grantee

**WITNESSETH,** That the grantor for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Dolores and State of Colorado described as follows:

**Lots 1 through 8 and Lots 36 through 40, Block 2, Town of Rico, County of Dolores**

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for itself, its successors does covenant, and agree that the grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor, except: 2024 taxes due and payable in the year 2025. Subject to Statutory Exceptions as defined in CRS § 38-30-113(5).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

DOLORES COUNTY SCHOOL DISTRICT RE-2J

By:   
Ty Gray, Superintendent


STATE OF COLORADO )  
 ) ss  
COUNTY OF DOLORES )

The foregoing instrument was acknowledged before me this 28th Day of June, 2024  
By: **Ty Gray, Superintendent, DOLORES COUNTY SCHOOL DISTRICT RE-2J.**

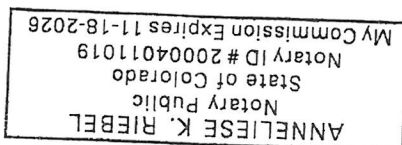
My commission expires: 11-18-2026

Witness my hand and official seal

Witness my hand and official seal



**Notary Public**





## NOTICE OF PENDING SPECIAL USE PERMIT APPLICATION

Date: December 22, 2025

RE: Public Hearing on Special Use Permit Application - [Date Change](#)

Dear Property Owner,

You are receiving this public notice as required by the Town of Rico Land Use Code because you own property within 200 feet of a proposed Special Use Permit application.

The Special Use Request is as follows:

San Miguel Power Association (SMPA) has secured a grant to install a Community Microgrid in the Town of Rico to improve power reliability and community resilience. Despite regular vegetation management, avalanches, slides, and strong winds have historically damaged power lines and caused frequent and extended outages—such as the January 18, 2023 event that lasted over 3.5 hours. These outages impact residential homes, critical services—fire station, gas station, communication services, municipal buildings—as well as local businesses. To address these challenges, SMPA is requesting a Special Use Permit to install a 1 MW / 4 MWh Battery Energy Storage System (BESS) that will provide backup power during grid outages, ensuring critical services and residents remain powered and connected during severe weather and emergency events.

**Applicant's Name:** San Miguel Power Association, Inc

**Applicant's Address:** 720 N Railroad St, Ridgway, CO 81432

**Applicant's Phone Number:** 970-864-7311

**Type of Development Application(s):** Community Microgrid for Enhanced Resilience

**Legal Description:** Lots 1-8 Block 2 Section 36-40-11

**Address:** 101 S Glasgow Avenue, Rico, CO 81332

**Lot or Site Size:** Approx. 80' X 40'

**Review Authority:** Rico Planning Commission and Rico Board of Trustees

**Commission Hearing Date:** December 10th, 2025, at 6:00 PM

**Location of Public Hearing:** Rico Town Hall, 2 Commercial Street, Rico, Colorado, 81332

**Board of Trustees Meeting Date:** January 28, 2026 at 7:00 PM

**Board of Trustees Meeting Location:** Rico Town Hall 2 N Commercial, Rico, Colorado, 81332

Application is available for public inspection in the Town Clerks office during normal operational hours.

Send emailed comments addressed to the [townmanager@ricocolorado.gov](mailto:townmanager@ricocolorado.gov)

Or by surface mail to:

**Chauncey McCarthy,**

**Town of Rico**

**PO Box 9**

**Rico, Colorado, 81332**

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeremy Fox", is written over the printed name. The signature is stylized with a large initial "J" and a long, sweeping underline.

**Jeremy Fox**

San Miguel Power Association, Inc

NEW TOWN OF RICO - GENERAL FUND  
BALANCE SHEET  
DECEMBER 31, 2025

ASSETS

CURRENT ASSETS		
CASH - CHECKING	\$	237,264.69
C-SAFE		719,899.86
CASH WITH TREASURER		374.95
		<hr/>
TOTAL CURRENT ASSETS		957,539.50
PROPERTY AND EQUIPMENT		
		<hr/>
TOTAL PROPERTY AND EQUIPMENT		0.00
OTHER ASSETS		
		<hr/>
TOTAL OTHER ASSETS		0.00
		<hr/>
TOTAL ASSETS	\$	<u><u>957,539.50</u></u>

LIABILITIES AND CAPITAL

CURRENT LIABILITIES		
FICA & FEDERAL W/H PAYABLE	\$	32,965.29
STATE W/H PAYABLE		(160.57)
COPFL		338.93
EMPLOYEE PERA		11,556.68
		<hr/>
TOTAL CURRENT LIABILITIES		44,700.33
LONG-TERM LIABILITIES		
		<hr/>
TOTAL LONG-TERM LIABILITIES		0.00
		<hr/>
TOTAL LIABILITIES		44,700.33
CAPITAL		
FUND BALANCE		787,200.86
NET INCOME		125,638.31
		<hr/>
TOTAL CAPITAL		912,839.17
		<hr/>
TOTAL LIABILITIES & CAPITAL	\$	<u><u>957,539.50</u></u>

NEW Town of Rico - General Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 106,267.09	\$ 105,250.00	1,017.09	1,445.04	100.97
Sales & Use Tax	362,965.83	320,000.00	42,965.83	21,809.01	113.43
SO Tax	5,913.28	4,000.00	1,913.28	482.94	147.83
Cigarette Tax	410.70	150.00	260.70	30.90	273.80
Del Tax & Interest	2,627.41	1,000.00	1,627.41	259.31	262.74
Payroll Transfer Funds	165,977.14	208,160.00	(42,182.86)	16,083.75	79.74
Building Permits	949.78	10,000.00	(9,050.22)	0.00	9.50
Development Applications	700.00	2,000.00	(1,300.00)	700.00	35.00
Business Licenses	1,450.00	2,500.00	(1,050.00)	0.00	58.00
Dog Licenses	70.00	120.00	(50.00)	0.00	58.33
Interest	31,536.71	30,000.00	1,536.71	2,497.85	105.12
Fines	21,468.00	20,000.00	1,468.00	1,094.00	107.34
Miscellaneous	6,642.35	0.00	6,642.35	0.00	0.00
Septic Permit	400.00	800.00	(400.00)	0.00	50.00
Lodging Tax	9,784.18	8,000.00	1,784.18	1,126.76	122.30
Attorney Pass Thru	84,362.06	60,000.00	24,362.06	(12,041.73)	140.60
RHS Donation	325,000.00	325,000.00	0.00	0.00	100.00
SMPA Dividend Check	641.28	400.00	241.28	0.00	160.32
Total Revenues - Operating	1,127,165.81	1,097,380.00	29,785.81	33,487.83	102.71
Expenses - Operating					
Building Inspector	0.00	(2,500.00)	2,500.00	0.00	0.00
Town Administrator	(100,620.00)	(100,620.00)	0.00	(8,385.00)	100.00
Town Clerk	(56,425.20)	(56,425.00)	(0.20)	(4,702.10)	100.00
Payroll Taxes	(17,430.83)	(23,000.00)	5,569.17	0.00	75.79
Public Works	(50,531.36)	(55,125.00)	4,593.64	(4,593.76)	91.67
Employee Benefits - Health	(57,196.08)	(50,000.00)	(7,196.08)	(7,266.08)	114.39
FAMLI	0.00	(1,150.00)	1,150.00	0.00	0.00
Professional - Town Attorney	(46,196.10)	(45,000.00)	(1,196.10)	(5,715.00)	102.66
Town Planner	(5,771.25)	(5,000.00)	(771.25)	0.00	115.43
POST Maintenance/Ice	(550.00)	(8,000.00)	7,450.00	0.00	6.88
Professional - Auditor	(6,500.00)	(6,500.00)	0.00	0.00	100.00
Attorney Pass Thru	(33,356.22)	(60,000.00)	26,643.78	(9,756.20)	55.59
Municipal Court Judge	(4,500.00)	(4,500.00)	0.00	(375.00)	100.00
Town Marshall	(16,806.03)	(20,000.00)	3,193.97	(1,680.00)	84.03
POST - Groomer	0.00	(8,000.00)	8,000.00	0.00	0.00
Website Maintenance	(646.80)	(750.00)	103.20	0.00	86.24
Fuel	(1,150.42)	(1,000.00)	(150.42)	0.00	115.04
Advertisement/Agenda & Notice	(753.74)	(1,000.00)	246.26	(404.74)	75.37

For Management Purposes Only

NEW Town of Rico - General Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Insurance	(9,223.92)	(9,400.00)	176.08	0.00	98.13
Supplies	(15,415.38)	(14,000.00)	(1,415.38)	(614.28)	110.11
Community meetings	(875.00)	(1,000.00)	125.00	0.00	87.50
Electric	(2,433.68)	(1,800.00)	(633.68)	(199.00)	135.20
Propane	(5,225.00)	(6,000.00)	775.00	(400.00)	87.08
Employee Benefits - Life	0.00	(140.00)	140.00	0.00	0.00
Telephone	(2,898.47)	(3,100.00)	201.53	(245.43)	93.50
Utilities - Other	(639.79)	(1,000.00)	360.21	(50.31)	63.98
Employee Benefits - PERA	(32,346.74)	(32,000.00)	(346.74)	(5,131.11)	101.08
Treasurer Fees	(2,135.86)	(2,000.00)	(135.86)	(31.49)	106.79
Dues & Fees	(4,131.62)	(2,500.00)	(1,631.62)	0.00	165.26
Repair and maintenance	(3,429.73)	(2,000.00)	(1,429.73)	0.00	171.49
Employees Consideration	(6,301.00)	(4,000.00)	(2,301.00)	(6,301.00)	157.53
Facilities Maintenance	0.00	(10,000.00)	10,000.00	0.00	0.00
Travel/Conference Expenses	(9,413.34)	(7,500.00)	(1,913.34)	(335.97)	125.51
Rico Community Church	(449,890.03)	(476,000.00)	26,109.97	(23,937.00)	94.51
Miscellaneous	(6,130.00)	(6,000.00)	(130.00)	9,153.14	102.17
Sales & Use Tax	(90,498.04)	(81,900.00)	(8,598.04)	(4,360.18)	110.50
4th of July	(1,473.40)	(2,000.00)	526.60	0.00	73.67
Water Technician	(3,075.00)	(4,000.00)	925.00	(1,350.00)	76.88
Elections	(1,410.24)	(2,000.00)	589.76	0.00	70.51
Part Time Maintenance	(16,650.82)	(35,000.00)	18,349.18	(5,416.66)	47.57
Lodging Tax	(2,392.68)	(1,600.00)	(792.68)	0.00	149.54
Total Expenses - Operating	<u>(1,064,423.77)</u>	<u>(1,153,510.00)</u>	<u>89,086.23</u>	<u>(82,097.17)</u>	92.28
Net Income - Operating	\$ <u>62,742.04</u>	\$ <u>(56,130.00)</u>	<u>118,872.04</u>	<u>(48,609.34)</u>	(111.78)

Revenues - Capital Improvement					
Lease Purchase Transfer	\$ 20,000.00	\$ 20,000.00	0.00	0.00	100.00
DOLA EIAF Town Shop Grant	569,528.69	569,528.00	0.69	0.00	100.00
Excise Tax	<u>272.00</u>	<u>2,500.00</u>	<u>(2,228.00)</u>	<u>0.00</u>	10.88
Total Revenues - Capital Improve	<u>589,800.69</u>	<u>592,028.00</u>	<u>(2,227.31)</u>	<u>0.00</u>	99.62

Expenses - Capital Improvement

For Management Purposes Only

NEW Town of Rico - General Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Town Shop Planning and Const	(486,196.92)	(488,000.00)	1,803.08	1,039.38	99.63
Lease Purchase Payment	(40,707.50)	(42,000.00)	1,292.50	(27,853.75)	96.92
Total Expenses - Capital Improve	(526,904.42)	(530,000.00)	3,095.58	(26,814.37)	99.42
Net Income - Capital Improvement	\$ 62,896.27	\$ 62,028.00	868.27	(26,814.37)	101.40
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	\$ 125,638.31	\$ 5,898.00	119,740.31	(75,423.71)	2,130.18
Beginning Fund Balance	787,200.86	0.00			
Ending Fund Balance	912,839.17	5,898.00			

For Management Purposes Only

NEW Town of Rico - Water Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Water Revenue	\$ 173,127.09	\$ 153,180.00	19,947.09	24,979.17	113.02
Interest	10,267.15	10,000.00	267.15	1,066.58	102.67
Electric Reimbursement	1,615.00	1,450.00	165.00	0.00	111.38
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Operating	185,009.24	164,630.00	20,379.24	26,045.75	112.38
	<hr/>	<hr/>	<hr/>	<hr/>	
Expenses - Operating					
Payroll Transfer	(74,967.55)	(86,501.00)	11,533.45	(8,563.04)	86.67
Professional - Town Attorney	(2,826.23)	(2,000.00)	(826.23)	(390.73)	141.31
Professional - Auditor	(6,500.00)	(6,500.00)	0.00	0.00	100.00
Repairs/Maintenance	(7,699.20)	(7,500.00)	(199.20)	(2,601.75)	102.66
Insurance	(6,500.00)	(6,500.00)	0.00	0.00	100.00
Supplies	(10,974.75)	(9,000.00)	(1,974.75)	(128.79)	121.94
Water Samples	(2,630.50)	(3,000.00)	369.50	(77.00)	87.68
Electric	(6,142.00)	(6,000.00)	(142.00)	(539.00)	102.37
Telecommunication	(2,493.16)	(2,700.00)	206.84	(221.15)	92.34
Software	(4,291.12)	(2,500.00)	(1,791.12)	0.00	171.64
Propane	(2,400.00)	(3,000.00)	600.00	(200.00)	80.00
Dolores Water Conservation Dis	(3,000.05)	(3,000.00)	(0.05)	0.00	100.00
Miscellaneous	(300.00)	(500.00)	200.00	0.00	60.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses - Operating	(130,724.56)	(138,701.00)	7,976.44	(12,721.46)	94.25
	<hr/>	<hr/>	<hr/>	<hr/>	
Net Income - Operating	\$ 54,284.68	\$ 25,929.00	28,355.68	13,324.29	209.36
	<hr/>	<hr/>	<hr/>	<hr/>	
Revenues - Capital Improvement					
Water Tap	\$ 0.00	\$ 25,000.00	(25,000.00)	0.00	0.00
Water system improvment fee	0.00	12,200.00	(12,200.00)	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Capital Improve	0.00	37,200.00	(37,200.00)	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Expenses - Capital Improvement					
Tap Installation	(6,563.12)	(5,500.00)	(1,063.12)	0.00	119.33

For Management Purposes Only



NEW Town of Rico - Water Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Water Line Replacement	(24,787.31)	(25,000.00)	212.69	0.00	99.15
Lease Purchase Transfer	(10,000.00)	(10,000.00)	0.00	0.00	100.00
GIS Development	(3,661.75)	(9,000.00)	5,338.25	0.00	40.69
Water Engineering Service	(16,120.00)	(20,000.00)	3,880.00	0.00	80.60
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses - Capital Improve	(61,132.18)	(69,500.00)	8,367.82	0.00	87.96
	<hr/>	<hr/>	<hr/>	<hr/>	
Net Income - Capital Improvement	\$ (61,132.18)	\$ (32,300.00)	(28,832.18)	0.00	189.26
	<hr/>	<hr/>	<hr/>	<hr/>	
Revenues - Other	<hr/>	<hr/>	<hr/>	<hr/>	
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Expenses - Other	<hr/>	<hr/>	<hr/>	<hr/>	
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
TOTAL NET INCOME	\$ (6,847.50)	\$ (6,371.00)	(476.50)	13,324.29	107.48
	<hr/>	<hr/>	<hr/>	<hr/>	
Beginning Fund Balance	3,341,634.63	0.00			
	<hr/>	<hr/>			
Ending Fund Balance	3,334,787.13	(6,371.00)			
	<hr/>	<hr/>			

NEW TOWN OF RICO - WATER FUND  
BALANCE SHEET  
DECEMBER 31, 2025

ASSETS

CURRENT ASSETS

CHECKING-ENTERPRISE FUND	\$	84,577.20
C-SAFE		309,927.82
CD #1		5,022.56
ACCOUNTS RECEIVABLE		11,728.42

TOTAL CURRENT ASSETS		411,256.00
----------------------	--	------------

PROPERTY AND EQUIPMENT

LAND & IMPROVEMENTS		3,411,065.55
ACCUMULATED DEPRECIATION		(480,545.48)

TOTAL PROPERTY AND EQUIPMENT		2,930,520.07
------------------------------	--	--------------

OTHER ASSETS

TOTAL OTHER ASSETS		0.00
--------------------	--	------

TOTAL ASSETS	\$	3,341,776.07
--------------	----	--------------

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

ACCOUNTS PAYABLE	\$	2,575.58
NOTES PAYABLE - CWCBS		2,413.36
NOTES PAYABLE - GO BONDS		2,000.00

TOTAL CURRENT LIABILITIES		6,988.94
---------------------------	--	----------

LONG-TERM LIABILITIES

TOTAL LONG-TERM LIABILITIES		0.00
-----------------------------	--	------

TOTAL LIABILITIES		6,988.94
-------------------	--	----------

CAPITAL

FUND BALANCE		3,341,634.63
NET INCOME		(6,847.50)

TOTAL CAPITAL		3,334,787.13
---------------	--	--------------

TOTAL LIABILITIES & CAPITAL	\$	3,341,776.07
-----------------------------	----	--------------

2018 NEW Town of Rico - Street Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 14,430.68	\$ 14,400.00	30.68	198.11	100.21
Sales and Use Tax	45,249.02	40,000.00	5,249.02	2,180.09	113.12
Specific Ownership Tax	884.85	500.00	384.85	66.21	176.97
Del Tax and Intrest	128.62	100.00	28.62	13.86	128.62
Franchise Tax	7,466.07	6,500.00	966.07	1,432.68	114.86
Highway Users Tax	31,220.68	28,000.00	3,220.68	1,744.61	111.50
Lodging Tax	1,196.34	800.00	396.34	0.00	149.54
County R&B Reapportionment	14,765.42	13,000.00	1,765.42	0.00	113.58
Mineral Leasing	10,702.60	5,000.00	5,702.60	0.00	214.05
Interest	474.37	550.00	(75.63)	44.81	86.25
Excise Tax	272.00	2,500.00	(2,228.00)	0.00	10.88
Severance	136.78	1,000.00	(863.22)	0.00	13.68
Total Revenues - Operating	<u>126,927.43</u>	<u>112,350.00</u>	<u>14,577.43</u>	<u>5,680.37</u>	112.98
Expenses - Operating					
Payroll Transfer	(45,455.59)	(60,375.00)	14,919.41	(5,843.71)	75.29
Snow Removal	0.00	(5,000.00)	5,000.00	0.00	0.00
Fuel	(8,476.17)	(15,000.00)	6,523.83	(1,798.26)	56.51
Equipt Repairs & Maintenance	(4,781.29)	(7,500.00)	2,718.71	(888.45)	63.75
Insurance	(6,240.86)	(5,500.00)	(740.86)	0.00	113.47
Supplies	(3,967.86)	(2,500.00)	(1,467.86)	0.00	158.71
Electric	(719.00)	(2,000.00)	1,281.00	(29.00)	35.95
Street Lights	(1,167.00)	(1,300.00)	133.00	(98.00)	89.77
Utilities - Other	(3,293.78)	(3,000.00)	(293.78)	(416.66)	109.79
Treasurer Fees	(289.57)	(275.00)	(14.57)	(4.10)	105.30
Equipment Rental	(4,058.60)	(5,000.00)	941.40	(4,058.60)	81.17
Gravel for Streets	(2,252.73)	(2,500.00)	247.27	14,918.40	90.11
Total Expenses - Operating	<u>(80,702.45)</u>	<u>(109,950.00)</u>	<u>29,247.55</u>	<u>1,781.62</u>	73.40
Net Income - Operating	<u>\$ 46,224.98</u>	<u>\$ 2,400.00</u>	<u>43,824.98</u>	<u>7,461.99</u>	1,926.04

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, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Total Revenues - Capital Improvement	0.00	0.00	0.00	0.00	0.00
Expenses - Capital Improvement					
Lease Purchase Transfer	\$ (10,000.00)	\$ (10,000.00)	0.00	0.00	100.00
Total Expenses - Capital Improvement	(10,000.00)	(10,000.00)	0.00	0.00	100.00
Net Income - Capital Improvement	\$ (10,000.00)	\$ (10,000.00)	0.00	0.00	100.00
Revenues - Other					
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 36,224.98	\$ (7,600.00)	43,824.98	7,461.99	(476.64)
Beginning Fund Balance	209,608.88	0.00			
Ending Fund Balance	245,833.86	(7,600.00)			

NEW Town of Rico - Sanitation Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 31,844.51	\$ 31,845.00	(0.49)	437.17	100.00
Specific Ownership Tax	1,952.61	1,000.00	952.61	146.11	195.26
Del Tax and Interest	285.48	50.00	235.48	30.58	570.96
Interest	422.16	700.00	(277.84)	37.65	60.31
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Operating	34,504.76	33,595.00	909.76	651.51	102.71
	<hr/>	<hr/>	<hr/>	<hr/>	
Expenses - Operating					
Treasurers Fees	(640.65)	(600.00)	(40.65)	(9.05)	106.78
Miscellaneous/ Engineering	(17,948.74)	(18,000.00)	51.26	0.00	99.72
Payroll Transfer	(20,124.00)	(20,124.00)	0.00	(1,677.00)	100.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses - Operating	(38,713.39)	(38,724.00)	10.61	(1,686.05)	99.97
	<hr/>	<hr/>	<hr/>	<hr/>	
Net Income - Operating	\$ (4,208.63)	\$ (5,129.00)	920.37	(1,034.54)	82.06
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	
Revenues - Capital Improve General					
CDS/EPA Grant	\$ 0.00	\$ 100,000.00	(100,000.00)	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Capital Improve Gener	0.00	100,000.00	(100,000.00)	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Expenses - Capital Improve General					
Sewer Engineering	0.00	(100,000.00)	100,000.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses - Capital Improve Gener	0.00	(100,000.00)	100,000.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Net Income - Capital Improve General	\$ 0.00	\$ 0.00	0.00	0.00	0.00
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	
Revenues - Cap Improve - Dept Local Affairs	<hr/>	<hr/>	<hr/>	<hr/>	

For Management Purposes Only

NEW Town of Rico - Sanitation Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

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

For Management Purposes Only

NEW Town of Rico - Sanitation Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Expenses - Cap Improve - EPA Grant					
Total Expenses - Cap Improve EPA Gra	0.00	0.00	0.00	0.00	0.00
Net Income - Cap Improve EPA Grant	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ (4,208.63)	\$ (5,129.00)	920.37	(1,034.54)	82.06
Beginning Fund Balance	211,969.77	0.00			
Ending Fund Balance	207,761.14	(5,129.00)			



NEW Town of Rico - Open Park Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Sales & Use Tax	\$ 45,249.02	\$ 40,000.00	5,249.02	2,180.09	113.12
Lodging Tax	1,196.34	800.00	396.34	0.00	149.54
Interest	306.85	250.00	56.85	19.89	122.74
Excise Tax	272.00	2,500.00	(2,228.00)	0.00	10.88
	<u>47,024.21</u>	<u>43,550.00</u>	<u>3,474.21</u>	<u>2,199.98</u>	
Total Revenues - Operating					107.98
Expenses - Operating					
Flowers	(882.03)	(1,500.00)	617.97	0.00	58.80
Winter Festival	(2,000.00)	(1,500.00)	(500.00)	0.00	133.33
Grooming supplies	0.00	(1,000.00)	1,000.00	0.00	0.00
Winter Trail Grooming Payroll	(275.00)	(8,000.00)	7,725.00	0.00	3.44
Repairs & Maint. Equipment	0.00	(2,000.00)	2,000.00	0.00	0.00
Insurance	(3,600.00)	(3,600.00)	0.00	0.00	100.00
Supplies	(11,500.00)	(11,500.00)	0.00	(9,768.83)	100.00
Ice Rink & Park Maint. Payroll	0.00	(8,000.00)	8,000.00	0.00	0.00
Miscellaneous	0.00	(500.00)	500.00	0.00	0.00
	<u>(18,257.03)</u>	<u>(37,600.00)</u>	<u>19,342.97</u>	<u>(9,768.83)</u>	
Total Expenses - Operating					48.56
Net Income - Operating	\$ <u>28,767.18</u>	\$ <u>5,950.00</u>	<u>22,817.18</u>	<u>(7,568.85)</u>	483.48
Revenues - Capital Improvement					
GOCO Grant	\$ 175,450.00	\$ 175,450.00	0.00	0.00	100.00
Rico Center Grant	40,000.00	40,000.00	0.00	0.00	100.00
Rico ScatePark 503c Donation	175,000.00	175,000.00	0.00	0.00	100.00
	<u>390,450.00</u>	<u>390,450.00</u>	<u>0.00</u>	<u>0.00</u>	
Total Revenues - Capital Improvement					100.00
Expenses - Capital Improvement					
Park Improvement	(520,566.95)	(520,000.00)	(566.95)	0.00	100.11
	<u>(520,566.95)</u>	<u>(520,000.00)</u>	<u>(566.95)</u>	<u>0.00</u>	
Total Expenses - Capital Improvement					100.11

For Management Purposes Only

NEW Town of Rico - Open Park Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Net Income - Capital Improvement	\$ (130,116.95)	\$ (129,550.00)	(566.95)	0.00	100.44
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	\$ (101,349.77)	\$ (123,600.00)	22,250.23	(7,568.85)	82.00
Beginning Fund Balance	210,772.71	0.00			
Ending Fund Balance	109,422.94	(123,600.00)			

For Management Purposes Only

NEW Conservation Trust Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Total Revenues - Operating	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Expenses - Operating					
Total Expenses - Operating	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Net Income - Operating	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Revenues - Other					
Interest	\$ 48.35	\$ 50.00	(1.65)	0.56	96.70
Lottery Proceeds	<u>3,933.12</u>	<u>2,500.00</u>	<u>1,433.12</u>	<u>1,142.03</u>	157.32
Total Revenues - Other	<u>3,981.47</u>	<u>2,550.00</u>	<u>1,431.47</u>	<u>1,142.59</u>	156.14
Expenses - Other					
FMP Capital Park Improvement G	<u>(53,023.00)</u>	<u>(53,000.00)</u>	<u>(23.00)</u>	<u>0.00</u>	100.04
Total Expenses - Other	<u>(53,023.00)</u>	<u>(53,000.00)</u>	<u>(23.00)</u>	<u>0.00</u>	100.04
Net Income - Other	<u>\$ (49,041.53)</u>	<u>\$ (50,450.00)</u>	<u>1,408.47</u>	<u>1,142.59</u>	97.21
TOTAL NET INCOME	<u>\$ (49,041.53)</u>	<u>\$ (50,450.00)</u>	<u>1,408.47</u>	<u>1,142.59</u>	97.21
Beginning Fund Balance	<u>52,992.82</u>	<u>0.00</u>			
Ending Fund Balance	<u>3,951.29</u>	<u>(50,450.00)</u>			

For Management Purposes Only

Town of Rico - VCUP  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2025

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Initial Payment	\$ 60,000.00	\$ 60,000.00	0.00	0.00	100.00
Annual Payment	116,526.24	131,443.00	(14,916.76)	13,726.24	88.65
Interest	230.08	0.00	230.08	12.78	0.00
Incremental Cost	75,000.00	75,000.00	0.00	0.00	100.00
Total Revenues - Operating	251,756.32	266,443.00	(14,686.68)	13,739.02	94.49
Expenses - Operating					
Misc. expense	(152.75)	0.00	(152.75)	0.00	0.00
Dust Control	(123,417.50)	(138,355.00)	14,937.50	0.00	89.20
Salary Stipend payroll transfe	(25,155.00)	(25,155.00)	0.00	0.00	100.00
Hydrat Water Meter	(1,807.90)	(1,807.00)	(0.90)	0.00	100.05
Permitting Software developmen	(25,973.09)	(25,973.00)	(0.09)	0.00	100.00
Incremental Cost	0.00	(75,000.00)	75,000.00	0.00	0.00
Total Expenses - Operating	(176,506.24)	(266,290.00)	89,783.76	0.00	66.28
Net Income - Operating	\$ 75,250.08	\$ 153.00	75,097.08	13,739.02	49,183.06
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	\$ 75,250.08	\$ 153.00	75,097.08	13,739.02	49,183.06
Beginning Fund Balance	0.00	0.00			
Ending Fund Balance	75,250.08	153.00			

For Management Purposes Only

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premises Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

## Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☐ Paid by check

Uploaded to MoveIt on Date

☒ Paid online

Licensee Name

RICO HIGH INC

Doing Business As Name (DBA)

PROSPECTOR

Liquor License Number

08-05821

License Type

Hotel + Restaurant (City)

Sales Tax License Number

303495-19-0000

Expiration Date

JAN 19 2026

Due Date

### Business Address

Street Address

124 GLASGOW AVE

Phone Number

970-403-7194

City

RICO

State ZIP Code

CO 81332

### Mailing Address

Street Address

P.O. Box 65

City

RICO

State ZIP Code

CO 81332

Email

ricobnb@fone.net

Operating Manager

Date of Birth

Eamon O'Hara

12/28/1958

Home Address

Street Address

20, N. Silver ST,

Phone Number

970-403-7191

City

CO

State

ZIP Code

CO

81332

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

Are the premises owned or rented? ☐ Owned

\*If rented, expiration date of lease

☒ Rented\*

10/31/26

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

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

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

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

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

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

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

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ☐ Yes ☒ No

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

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

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

9. I would like to apply for a Two-Year Renewal..... ☐ Yes ☒ No

### Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Eamonn O'Hara

Title

President

Signature

E. J. O'Hara

Date (MM/DD/YY)

01/07/26

## Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

--

Title

Attest

--

--

Signature

Date (MM/DD/YY)

--

--

Local Licensing Authority Approves this license for a two-year renewal..... ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--



# Atlantic Richfield Company

317 Anaconda Road  
Butte, MT 59701  
Direct: (406) 723-1822

December 18, 2025

Mr. Chauncey McCarthy  
Town Manager – Rico, Colorado  
2 Commercial Street  
P.O. Box 9  
Rico, Colorado  
81332

## **RE: Rico Townsite Soils Voluntary Cleanup Program (VCUP) Status Report (2025)**

Dear Mr. McCarthy:

By way of this letter and the enclosed attachments, Atlantic Richfield Company is providing to the Town of Rico ("Town") the Rico Townsite Soils VCUP Phase 1 Annual Status Report, described in Section 5.2.3 of the VCUP Phase 1 Work Plan (Attachment A to the Rico Townsite Soils VCUP Application). This Report documents a summary of the Phase 1 VCUP work accomplished in 2025, and includes the following information:

- A summary of progress made in obtaining soil sampling access agreements (Table 1).
- Soil sampling activities, including the numbers and types of properties where soil sampling was completed (Table 2). Additional information on soil sampling locations and results for individual properties, including a list of properties where soil lead concentrations exceeded the applicable lead action level, is actively being compiled. Once that effort is complete and soil sampling results have been provided to individual landowners, this information will be provided to the Town as an addendum to this report.
- Locations and results of sampling conducted for sources of clean soil used as cover material in the program (Table 3).
- A summary of progress made in obtaining soil remediation access agreements (Table 4).
- A summary of soil remediation activities completed in 2025 (Table 5). Copies of the corresponding individual site work plans (ISWPs) are provided as Attachment 2.
- A summary of sample analysis data quality and corrective actions taken to address quality issues appears in the memo, titled "Data Quality Summary", and prepared by Environmental Standards (Attachment 1). A total of 239 samples (including 13 field duplicates and 13 field-collected aqueous equipment blanks) were submitted to Environmental Standards for data validation. The percentage of data qualified is 24.27% of all data reviewed. The analytical data completeness (defined as the percentage of non-rejected data) for the samples included in this QA review is 100%.

# Atlantic Richfield Company

317 Anaconda Road  
Butte, MT 59701  
Direct: (406) 723-1822

- Copies of requests submitted to CDPHE for No Action Determinations (NADs) and No Further Action Determinations (NFAs) are provided at Attachment 3.

During 2025, considerable progress was also made in scoping and advancing plans for the remediation of Town road segments and construction of a stormwater management system, with this work scheduled to begin in 2026. This includes, among other things, finalizing the Stormwater Management System design and developing an RFP for road remediation. Specifically, that progress includes:

- Finalizing the map that identifies the Town Roads and Alleys segments where Phase 1 Road Remediation will be performed based on the results of the VCUP Road Sampling Work (Attachment 4).
- Preparation of the 95% Design Package for the Stormwater Management System and Road Remediation.
- Preparation of a Hydrologic and Hydraulic (H&H) Report and the Storm and Sanitary Analysis Model (SSA).
- Completed a third-party review of the 95% H&H Report, SSA Model, and 95% Design Package.
- Development of an RFP package for the work and conduct of a pre-bid bid Job Walk.
- Coordination with U.S. EPA's Water Technical Assistance Team to support the Town's grant application efforts to offset stormwater project costs.

The remediation of residential properties and road segments is interconnected and works in tandem to achieve the VCUP's overarching objective of addressing the presence of elevated lead in Rico. Because drainage improvements associated with the VCUP road remediation work are important to protecting the integrity of remediated properties from uncontrolled stormwater flows, 2025 soil remediation scoping and access agreement efforts primarily focused on certain lots on the west side of Glasgow St. where this drainage issue is not expected to be of concern. Continuing to facilitate and implement the road remediation and stormwater construction work in 2026 will therefore be key to advancing progress toward achievement of additional residential yard remediation and the VCUP program's objectives more generally.

Working jointly, the Town and Atlantic Richfield made considerable progress this year in achieving the objectives of the Rico Townsite VCUP. I look forward to further progress in 2026.

# Atlantic Richfield Company

317 Anaconda Road  
Butte, MT 59701  
Direct: (406) 723-1822

Sincerely,

Mike McAnulty  
Liability Manager  
Remediation Management Services Company  
An Affiliate of **Atlantic Richfield Company**

## Tables

Table 1 - Summary of Soil Sampling Access Agreement Distribution and Execution  
Table 2 - Summary of 2025 Soil Sampling Activities (by Property Type)  
Table 3 - Soil Sample Results from VCUP Borrow (Cover Material) Sources  
Table 4 – Summary of Soil Remediation Access Agreement Distribution and Execution  
Table 5 – Soil Remediation Status

## Attachments

Attachment 1 - ESI Data Quality Analysis Memo  
Attachment 2 - ISWPs for Remediated Properties  
Attachment 3 - Copies of Requests for NADs and NFAs  
Attachment 4 – VCUP Road Remediation Segments Based on Results of Phase 1 Road Sampling (Feb 24, 2025)

## Tables

**Table 1 - Summary of Soil Sampling Access Agreement Distribution and Execution**

**Table 2 - Summary of 2025 Soil Sampling Activities (by Property Type)**

**Table 3 - Soil Sample Results from VCUP Borrow (Cover Material) Sources**

**Table 4 - Summary of Soil Remediation Access Agreement Distribution and Execution**

**Table 5 - Soil Remediation Status**

**Table 1 - Summary of Soil Sampling Access Agreement Distribution and Execution**

	# of Access Agreements sent to Property Owners	# of Executed Access Agreements Returned	# of 2nd Agreements Sent to Property Owners	# of Executed Agreements Returned After 2nd Mailing
1st Time VCUP Soil Sampling	82	21	56	16
Resampling of Properties thought to have been disturbed after remediation:	20	10	0	0
Resampling of previously remediated properties for QA purposes:	5	1 (Town shop)	0	0
Other Case by Case Resampling:	TBD	TBD	0	0
<b>Totals:</b>	<b>107</b>	<b>32</b>	<b>56</b>	<b>16</b>

**Table 2 - Summary of 2025 Soil Sampling Activities (by Property Type)**

<b>Property Type</b>	<b>Number of Properties/Sources Sampled</b>	<b>Number of Samples Collected</b>	<b>Number of Properties with Exceedances of VCUP Residential Action Level</b>
Residential (Developed)	14	56	7
Residential (Previously Remediated)	18	47	9
Residential (Undeveloped)	10	136	6
Roadways	0	0	0
Rights-of-Way	0	0	0
Clean Soil Sources	1	3	-
<b>Totals:</b>	<b>43</b>	<b>242</b>	<b>22</b>

**Table 3 - Soil Sample Results from VCUP Borrow (Cover Material) Sources**

<b>Location</b>	<b>Lead Concentration (ppm)</b>	<b>Comments</b>
Smith Materials – Stockpiled Topsoil	15.7	Stockpiled material also met the Technical Specification requirements.
Smith Materials – Stockpiled Topsoil	17.6	Stockpiled material also met the Technical Specification requirements.
Smith Materials – Stockpiled Topsoil	18.1	Stockpiled material also met the Technical Specification requirements.

**Table 4 - Summary of Soil Remediation Access Agreement Distribution and Execution**

	# of Access Agreements sent to Property Owners	# of Executed Access Agreements Returned
Remediation Access Agreements	6	1
<b>Totals:</b>	<b>6</b>	<b>1</b>



**Table 5 - Soil Remediation Status**

Property Count	Property Type	VCUP Lot Number	Dolores County PIN	Property Address	Remediation Status
1	Developed	469	504735100011	River Corridor, Town Skate Park	Remediation completed in 2025.
2	Previously Remediated	335	504736222002	16 W Campbell Street	Remediation completed in 2025 on portion of lot that tested above action level.

## **Attachments**

**Attachment 1 - ESI Data Quality Analysis Memo**

**Attachment 2 - ISWPs for Remediated Properties**

**Attachment 3 - Copies of Requests for NADs and NFAs**

**Attachment 4 - VCUP Road Remediation Segments Based on Results of Phase 1  
Road Sampling (Feb 24, 2025)**

**Attachment 1**  
**ESI Data Quality Analysis Memo**

## DATA QUALITY SUMMARY

---

Date: December 9, 2025

To: Mike Mc Anulty – Atlantic Richfield Company

From: Lester J. Dupes, CEAC – Environmental Standards  
Laken A. Delaney – Environmental Standards

Copy: Jesse Schwarzrock – Pioneer Technical Services  
Cole Dallaserra – Pioneer Technical Services

Subject: Data Quality Summary for 2025 ICP Analysis of Soils for Voluntary Cleanup Program (VCUP) for Rico Townsite Project

---

Environmental Standards, Inc. (Environmental Standards) was retained by Atlantic Richfield Company (Atlantic Richfield) to provide quality assurance (QA) support for the Rico Townsite Soils Voluntary Cleanup Program (VCUP).

This data quality (DQ) summary is based upon an examination of the data generated from the analyses for the 239 samples (including 13 field duplicates [FDs] and 13 field-collected aqueous equipment blanks) collected on July 7, 8, 9, 10, and October 20 and 21, 2025, as part of the Rico Townsite Soils, VCUP sampling event. Stage 2B review was performed on 90% of the data and includes an evaluation of data package completeness and review of the summary forms provided. Stage 4 review was performed on the remaining 10% of data and includes the evaluation of raw data and the verification of calculated results in addition to items reviewed in Stage 2B review.

All reviews were performed with guidance from the Rico Townsite Soils VCUP Application (April 2023); the Laboratory Management Program (LaMP) Technical Requirements (May 2025); the “Guidance for Labeling Externally Validated Laboratory Analytical Data for Superfund Use” (US EPA, January 2009); and the “National Functional Guidelines for Inorganic Superfund Methods Data Review” (NFGs; US EPA, November 2020). The NFG validation guidance documents specifically address analyses performed in accordance with the Contract Laboratory Program (CLP) analytical methods and are not completely applicable to the type of analyses and analytical protocols performed for the SW-846 method utilized by the laboratory for these samples. Environmental Standards, Inc. (Environmental Standards) used professional judgment to determine the quality of the analytical results and compliance relative to the methods utilized by the laboratory.

The reported analytical results are presented as qualified electronic data deliverables (EDDs). Any required data validation qualifications have been annotated on the associated EDDs. Data were examined to determine the quality of the analytical results and compliance relative to the method requirements specified in “Test Methods for Evaluating Solid Waste, Physical/Chemical

Methods, SW-846” (SW-846) Method 6010. This DQ summary was prepared to provide a summary of sample results qualified during critical review of the laboratory analyses and reported analytical results. Rigorous QA reviews of laboratory-generated data routinely identify problems associated with analytical measurements, even from the most experienced and capable laboratories. The data qualifications allow the data end-user to best understand the quality of the analytical results. Data not qualified in this report should be considered valid based on the quality control (QC) criteria that have been reviewed.

## Data Quality Review

The digestion and analysis of the samples for lead by inductively coupled plasma/optical emission spectrometry (ICP-OES) was performed by Pace Analytical Services, Inc. (Pace) of Lenexa, Kansas, by SW-846 Method 6010.

The findings in this DQ summary are based upon reviews of sample holding times, condition of samples upon laboratory receipt, blank analysis results, laboratory matrix spike/laboratory matrix spike duplicate (LMS/LMSD) sample results, laboratory control sample (LCS) results, laboratory and field duplicate results, initial and continuing calibrations, sample preparation, reporting limit (RL) standard results, interference check sample results, post-digestion spike (PDS) results, serial dilution (SD) results, internal standard (IS) performance, instrument sensitivity, analytical sequence, and the quantitation of positive results, and a critical evaluation of instrumental raw data for Stage 4 reviews. Any required data validation qualifications are annotated in the qualified EDDs.

Issues are typically presented in two categories – deliverable issues and procedural issues. Deliverable issues are data issues that can easily be corrected and that may or may not impact the quality of the reported results. Procedural issues are issues that cannot be corrected and address method compliance issues; these issues may or may not impact the quality of the reported results. Comments address issues for which the data reviewer has provided information in order to clarify issues relating to the data; comments do not typically impact the quality of the reported results. The data reviewer edited the laboratory-reported data and QC summary forms based on the issues and comments in the individual QA reviews. The following Sample Delivery Groups (SDGs) listed on Table 1 were reviewed for the 2025 sampling.

**TABLE 1. SAMPLE DELIVERY GROUPS INCLUDED IN THIS DATA QUALITY SUMMARY**

July Sampling Event	October Sampling Event
60479318, 60479319, 60479320, 60479322, 60479323, 60479324, 60479328, 60479329, 60479333, 60479335, 60479337, 60479339, 60479342, 60479363, 60479364, 60479365, 60479366, 60479368, 60479372, 60479373, 60479375, 60479379, 60479380, 60479381, 60479383, 60479384, 60479385, 60479387, 60479388, 60479397, and 60479398	60484922, 60484957, 60484975, 60485004, 60485003, 60484984, 60484986, 60485006, 60485008, 60485007, 60485011, 60485010, 60485013, 60485014, and 60485015

A number of sample results were qualified during validation due to results outside of the prescribed QC limits defined in the 2025 LaMP Technical Requirements, 2020 NFGs, and the

approved VCUP. These qualifications (U, J, or J-) indicate some uncertainty in reported results due to accuracy and/or precision issues. The use of specific J and J- codes was based on specific qualifications and whether bias of the results could be determined. The following Table 2 provides a summary of qualified results suitable for use in evaluating soil samples in the Rico Townsite Soil VCUP.

**TABLE 2. DATA QUALIFICATION SUMMARY**

<b>Interpreted Qualifiers<sup>1</sup></b>	<b>Validation Reason Code</b>	<b>Validator Comment</b>	<b>Results Qualified</b>	<b>Total Results</b>	<b>Percentage</b>
J	4L	low LMS recovery, PDS within criteria	13	239	5.44%
J	8	FD imprecision	8	239	3.35%
J	G	SD imprecision	21	239	8.79%
J	G, 9H	SD imprecision, high RL standard recovery	1	239	0.42%
J	X	IS recovery	1	239	0.42%
J-	4L	low LMS recovery	1	239	0.42%
U			13	239	5.44%
None	-	-	181	239	75.73%
<b>Total Results Qualified</b>	-	-	58	239	24.27%

<sup>1</sup>Samples reported as “non-detected” are flagged “U” on the qualified EDD.

### **Conclusion**

The percentage of data qualified is 24.27% of all data reviewed. Pioneer field reviews were not included in this summary.

The analytical data completeness (defined as the percentage of non-rejected data) for the samples included in this QA review is 100%.

End of memorandum.

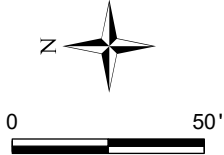
**Attachment 2**  
**ISWPs for Remediated Properties**





**EXPLANATION**

- 12" ROADBASE
- 12" TOPSOIL
- 4" EXCAVATION AND 12" TOPSOIL PLACEMENT



Fill Type	Total Area (CY)
12" Roadbase	84
12" Topsoil	373.9
4" Excavation and 12" Topsoil Placement	239.4



1252 Commerce Drive  
Laramie, WY 82070  
www.trihydro.com  
(P) 307/745.7474 (F) 307/745.7729

Drawn By: MWA | Checked By: KP | Scale: 1" = 50' | Date: 12/12/25 | File: FIG-1\_SkatePark\_WorkPlan

**FIGURE 1**

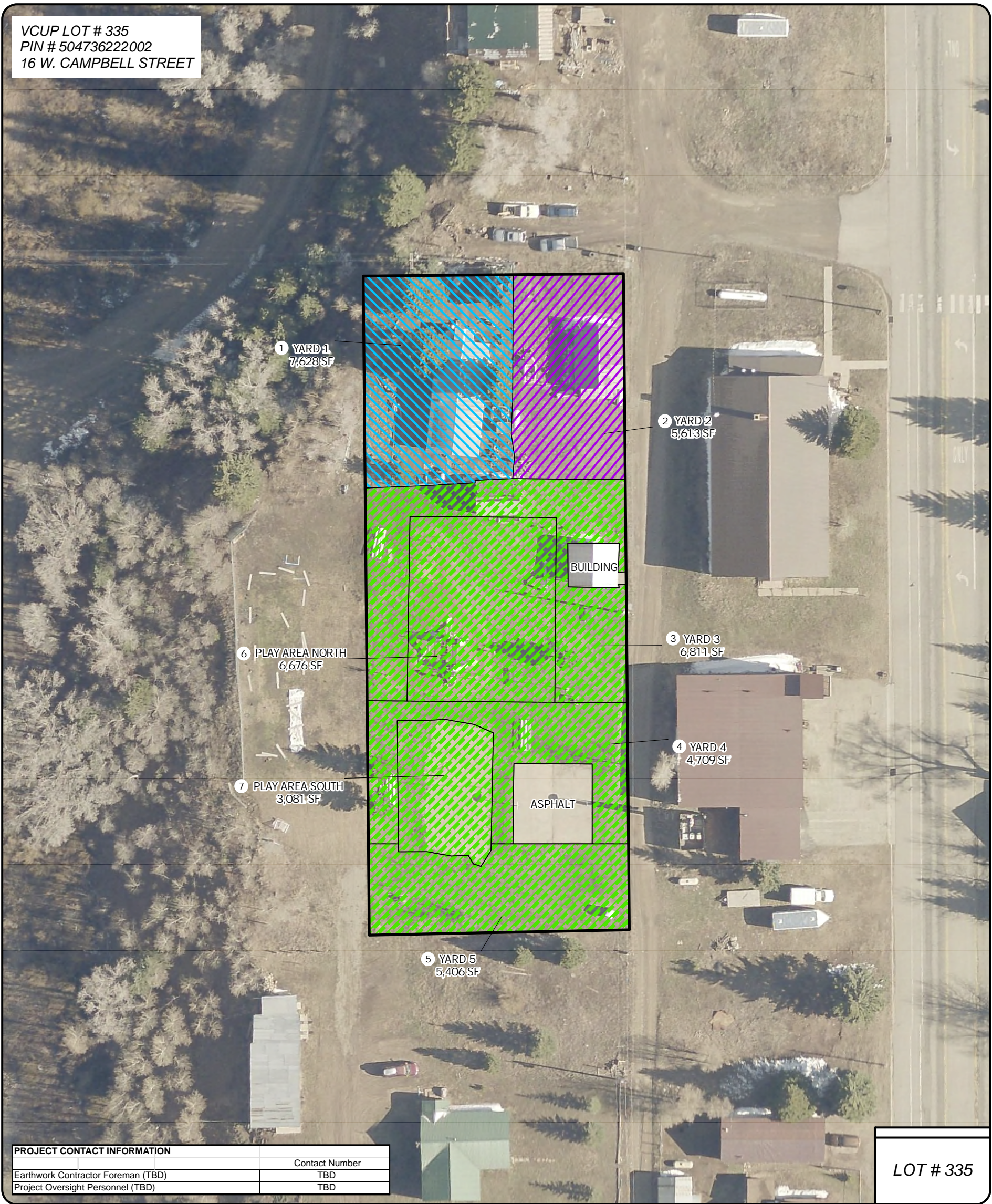
**WORK PLAN**

**RICO TOWNSITE SOILS VCUP  
RICO, COLORADO**

L:\2024\NACONDA - PROJECTS\RICO23 - GIS\MAPPING\RICO SKATE PARK\RICO SKATE PARK.APRX



VCUP LOT # 335  
PIN # 504736222002  
16 W. CAMPBELL STREET



PROJECT CONTACT INFORMATION	
	Contact Number
Earthwork Contractor Foreman (TBD)	TBD
Project Oversight Personnel (TBD)	TBD

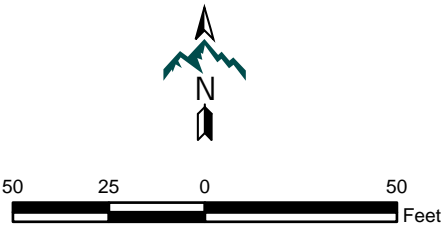
LOT # 335

LEGEND

- No Action Required
- 12" Removal
- 18" Removal
- Remedial Action TBD Pending Conversations with CDPHE

VOLUNTARY CLEANUP PROGRAM (VCUP)  
INDIVIDUAL SITE WORK PLAN  
RICO, COLORADO  
SHEET 1 OF 2

NOTES:  
1. LOOK ON BACK OF SHEET FOR DATA TABLE.





VCUP Lot #	Dolores County PIN	Physical Address	Sample ID	Sampling Components	Component Surface Area (Square Feet)	Component Lead Concentrat on (mg/kg) (0-2')	Removal Depth (Inches)	Est mated Quant es <sup>1,2</sup>			
								Excavat on (Cubic Yards)	General Backfll (Cubic Yards)	Aggregate Cover (Cubic Yards)	Sod/Seed (Square Feet)
335	504736222002	16 W CAMPBELL STREET	25-PRP-335-1	YARD 1	7,628	525	TBD	TBD	TBD	TBD	TBD
			25-PRP-335-2	YARD 2	5,613	1,020	12	208	208	0	5,613
			25-PRP-335-3	YARD 3	6,811	280	0	0	0	0	0
			25-PRP-335-4	YARD 4	4,709	163	0	0	0	0	0
			25-PRP-335-5	YARD 5	5,406	337	0	0	0	0	0
			25-PRP-335-6	PLAY AREA NORTH	6,676	246	0	0	0	0	0
			25-PRP-335-7	PLAY AREA SOUTH	3,081	9	0	0	0	0	0
								208	208	0	5,613
	Component Lead Concentration is	761 mg/kg									
	Component Lead Concentration is	400 mg/kg and	761 mg/kg								
<sup>1</sup> - Estimated quantities shown are initial estimates only. Final material choices (and subsequent volumes) will be made by landowners at the pre-construction site visit and documented by project oversight personnel.											
<sup>2</sup> - Decisions regarding existing features such as trees, shrubs, and/or fences that may remain in place will be made in conjunction with the landowner at the pre-construction site visit and documented by project oversight personnel.											
<sup>3</sup> - Project oversight personnel will document the condition of the parcel prior to initiating remedial action construction.											

By signing below as the property owner, I'm accepting the plan for soil remediation outlined in this Individual Site Work Plan.

Landowner:

Date:

Atlantic Richfield Representative:

Date:

VOLUNTARY CLEANUP PROGRAM (VCUP)  
INDIVIDUAL SITE WORK PLAN  
RICO, COLORADO  
SHEET 2 OF 2

**Attachment 3**  
**Copies of Requests for NADs and NFAs**

- Petition for NFA Determination for 204 N Silver Street (VCUP Lot #26)
- Petition for NFA Determination for Rico Skate Park (Portion of VCUP Lot #469)
- Petition for NFA Determination for Bedrock Subdivision Lot 1

# Atlantic Richfield Company

**Mike Mc Anulty**  
Liability Manager

317 Anaconda Road  
Butte, MT 59701  
Office: (406) 782-1822  
E-mail: [mcanumc@bp.com](mailto:mcanumc@bp.com)

**Delivered via e-mail**

December 12, 2025

Mr. Mark Rudolph  
CDPHE Superfund and Brownfields Program  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

**Subject: Petition for No Further Action Determination for 204 N. Silver Street  
(VCUP Lot No. 26; Jordan Property) Townsite Soils VCUP Site, Rico, Colorado**

Mr. Rudolph:

This is a request for a "no further action" determination for the 204 N. Silver Street (VCUP Lot No. 26; Jordan Property) Townsite Soils VCUP Site (Site) located in Rico, Colorado. Atlantic Richfield has completed voluntary remediation of the property in accordance with the *Rico Townsite Soils VCUP Application* approved by CDPHE on May 16, 2023, under the Colorado Voluntary Cleanup and Redevelopment Program.

Soil sampling at the Site was completed in 2014. Remediation of the property was completed on June 20, 2025.

The following remediation activities were completed at the Site:

- Placement of geotextile marker barrier.
- Placement of 12 inches of clean soil (maximum soil-lead concentration of 100 mg/kg, as designated in Appendix B of the *Rico Townsite Soils VCUP Application* [2023]).

If you have any questions or need additional information, please contact me at 406-782-1822 or [mcanumc@bp.com](mailto:mcanumc@bp.com).

Sincerely,



Mike Mc Anulty  
Liability Manager  
Atlantic Richfield Company

cc: L. Satterlee, Esq., Davis Graham  
K. Pfeifer, Trihydro Corporation  
H. Boese, Trihydro Corporation  
C. Lupp, Formation Environmental  
C. McCarthy, Town of Rico  
J. Jordan, Landowner

Enclosed:

Figure 1 – 204 N. Silver Street (Jordan Property) VCUP Lot No. 26 VCUP Soil Mitigation As-Built



A BP affiliated company

202512\_204NSilverSt-NFAD\_LTR.docx



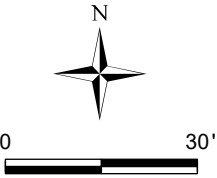


**EXPLANATION**

- 12" CLEAN FILL
- 12" ROAD BASE
- JORDAN PROPERTY BOUNDARY

**NOTE:**

IMAGERY CITE: TRIHYDRO CORPORATION UNMANNED AERIAL SYSTEMS, SEPTEMBER 2025.





1252 Commerce Drive  
Laramie, WY 82070  
www.trihydro.com  
(P) 307/745.7474 (F) 307/745.7729

FIGURE 1			
204 N. SILVER STREET (JORDAN PROPERTY)			
VCUP LOT NO. 26			
VCUP SOIL MITIGATION AS-BUILT			
VOLUNTARY CLEANUP AND REDEVELOPMENT PROGRAM			
RICO, COLORADO			
Drawn By: MWA	Checked By: KP	Scale: 1" = 30'	Date: 12/11/25
File: FIG-1_JordanVCUP_As-Built			



# Atlantic Richfield Company

**Mike Mc Anulty**  
Liability Manager

317 Anaconda Road  
Butte, MT 59701  
Office: (406) 782-1822  
E-mail: [mcanumc@bp.com](mailto:mcanumc@bp.com)

**Delivered via e-mail**

December 12, 2025

Mr. Mark Rudolph  
CDPHE Superfund and Brownfields Program  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

**Subject: Petition for No Further Action Determination for Rico Skate Park (Portion of VCUP Lot No. 469)  
Townsite Soils VCUP Site, Rico, Colorado**

Mr. Rudolph:

This is a request for a "no further action" determination for the Rico Skate Park (Portion of VCUP Lot No. 469) Site (Site) located in Rico, Colorado. Atlantic Richfield has completed voluntary remediation of the property in accordance with the *Rico Townsite Soils VCUP Application* approved by CDPHE on May 16, 2023, under the Colorado Voluntary Cleanup and Redevelopment Program.

The following remediation activities were completed at the Site:

- Consolidation of above-action-level soils in select areas.
- Placement of geotextile marker barrier.
- Placement of 12 inches of clean topsoil or road base (maximum soil-lead concentration of 100 mg/kg, as designated in Appendix B of the *Rico Townsite Soils VCUP Application* [2023]).
- Revegetation.

If you have any questions or need additional information, please contact me at 406-782-1822 or [mcanumc@bp.com](mailto:mcanumc@bp.com).

Sincerely,



Mike Mc Anulty  
Liability Manager  
Atlantic Richfield Company

cc: L. Satterlee, Esq., Davis Graham  
K. Pfeifer, Trihydro Corporation  
H. Boese, Trihydro Corporation  
C. Lupp, Formation Environmental  
C. McCarthy, Town of Rico

Enclosed:

Figure 1 – Skate Park Portion of VCUP Lot No. 469 VCUP Soil Mitigation As-Built



A BP affiliated company

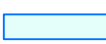



202512\_SkatePark-NFAD\_LTR.docx

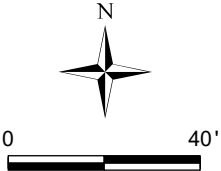




**EXPLANATION**

REMEDIATION TYPE

-  PLACEMENT OF MARKER BARRIER AND 12" ROADBASE
-  PLACEMENT OF MARKER BARRIER AND 12" TOPSOIL
-  4" EXCAVATION AND PLACEMENT OF MARKER BARRIER AND 12" TOPSOIL
-  STRUCTURES





1252 Commerce Drive  
Laramie, WY 82070  
www.trihydro.com  
(P) 307/745.7474 (F) 307/745.7729

**FIGURE 1**  
**SKATE PARK**  
**PORTION OF VCUP LOT NO. 469**  
**VCUP SOIL MITIGATION AS-BUILT**  
**VOLUNTARY CLEANUP**  
**AND REDEVELOPMENT PROGRAM**  
**RICO, COLORADO**



# Atlantic Richfield Company

**Mike Mc Anulty**  
Liability Manager

317 Anaconda Road  
Butte, MT 59701  
Office: (406) 782-1822  
E-mail: [mcanumc@bp.com](mailto:mcanumc@bp.com)

**Delivered via e-mail**

December 12, 2025

Mr. Mark Rudolph  
CDPHE Superfund and Brownfields Program  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

**Subject: Petition for No Further Action Determination for Bedrock Subdivision Lot 1 Townsite Soils VCUP Site, Rico, Colorado**

Mr. Rudolph:

This is a request for a "no further action" determination for the Bedrock Subdivision Lot 1 Townsite Soils VCUP Site (Site) located in Rico, Colorado (Note: The Site does not have an assigned VCUP Lot Number because it is part of a previously subdivided lot). Atlantic Richfield has completed voluntary remediation of the property in accordance with the *Rico Townsite Soils VCUP Application* approved by CDPHE on May 16, 2023, under the Colorado Voluntary Cleanup and Redevelopment Program.

Soil sampling conducted at the Site on May 13, 2025, utilizing X-ray fluorescence (XRF) analysis, identified lead concentrations ranging from 799 to 2,625 milligrams per kilogram (mg/kg). Remediation of the property was completed on June 10, 2025.

The following remediation activities were completed at the Site:

- Placement of geotextile marker barrier.
- Placement of 12 inches of clean soil (maximum soil-lead concentration of 100 mg/kg, as designated in Appendix B of the *Rico Townsite Soils VCUP Application* [2023]).

If you have any questions or need additional information, please contact me at (406) 782-1822 or [mcanumc@bp.com](mailto:mcanumc@bp.com).

Sincerely,



Mike Mc Anulty  
Liability Manager  
Atlantic Richfield Company

cc: L. Satterlee, Esq., Davis Graham  
K. Pfeifer, Trihydro Corporation  
H. Boese, Trihydro Corporation  
C. Lupp, Formation Environmental  
C. McCarthy, Town of Rico  
D. Chew, Landowner/Developer

Enclosed:

Figure 1 – Bedrock Lot 1 VCUP Soil Mitigation As-Built



A BP affiliated company

202512\_Bedrock1-NFAD\_LTR.docx



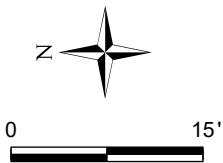


**EXPLANATION**

- BEDROCK LOT 3
- BEDROCK LOT 1
- 12" CLEAN FILL
- LEACH FIELD

**NOTES:**

- 1. EASEMENT PROVIDED BY BEDROCK 3, LLC FOR LEACH FIELD FACILITIES.
- 2. IMAGERY CITE: TRIHYDRO CORPORATION UNMANNED AERIAL SYSTEMS, MAY 2025.

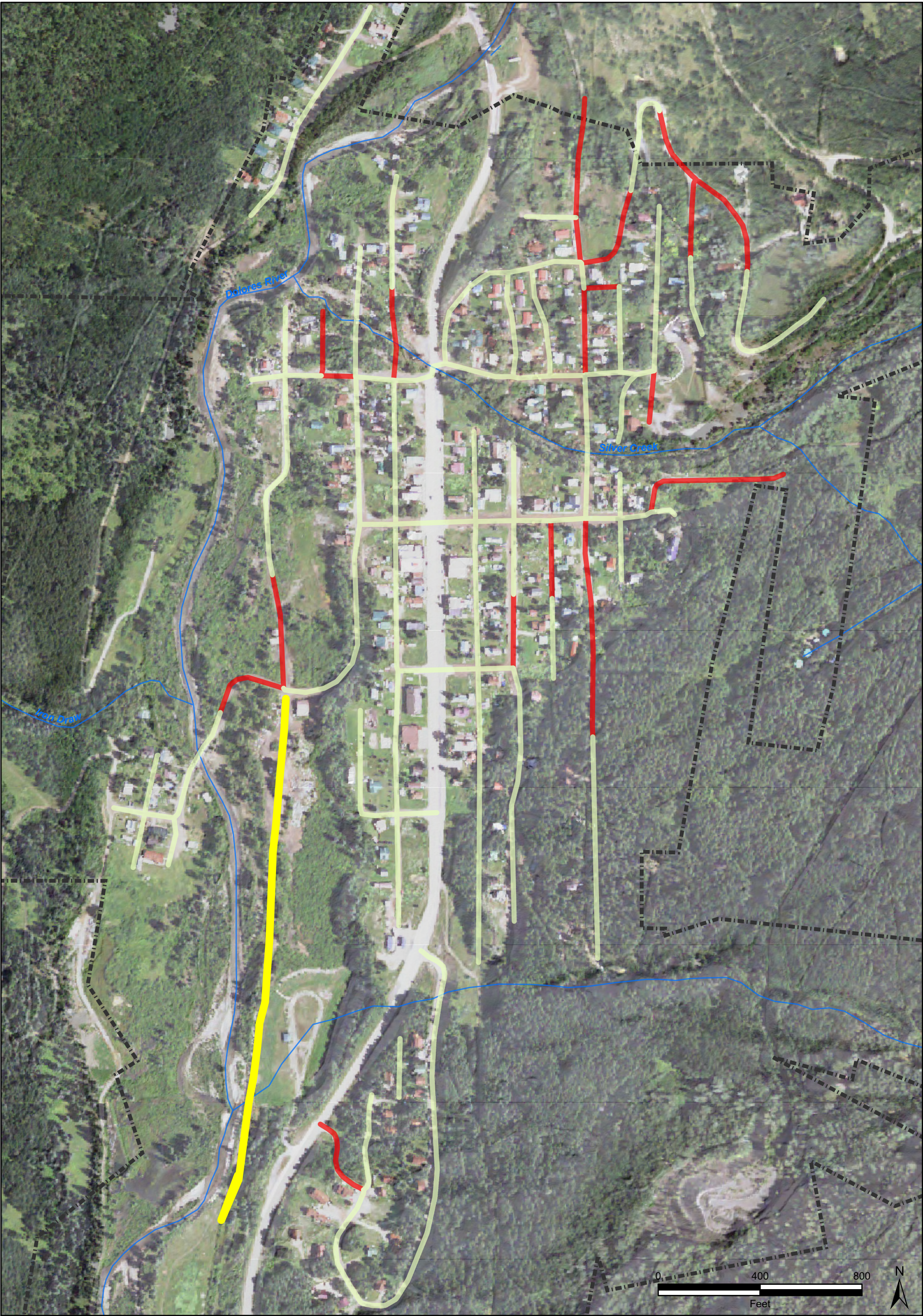


 1252 Commerce Drive Laramie, WY 82070 www.trihydro.com (P) 307/745.7474 (F) 307/745.7729	<b>FIGURE 1</b>			
	<b>BEDROCK LOT 1</b> <b>VCUP SOIL MITIGATION AS-BUILT</b>			
	<b>VOLUNTARY CLEANUP</b> <b>AND REDEVELOPMENT PROGRAM</b> <b>RICO, COLORADO</b>			
Drawn By: MWA	Checked By: KP	Scale: 1" = 15'	Date: 12/9/25	File: FIG-1_BRD_Lot1_As-Built



**Attachment 4**  
**VCUP Road Remediation Segments**  
**Based on Results of Phase 1 Road Sampling**  
**(Feb 24, 2025)**





**Legend**  
VCUP Road Remediation Segments Based on Results of Phase 1 Road Sampling

< 761 mg/kg Lead

>= 761 mg/kg Lead

Railroad Corridor, >761 mg/kg Lead. To be capped with clean material

Lead results are from Pace Analytical method 6010 ICP.

RICO, COLORADO

**VCUP Phase 1  
Road Remediation Segments**

DATE: FEB 24, 2025

By: DKG

For: BGH

**FORMATION**  
ENVIRONMENTAL

S:\GIS\InfoRico\p1\VCUP\_application\_2023\Roads\Alleys\UnpavedRoads.aprx



**TOWN OF RICO  
ORDINANCE NO. 2026-XX**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO, ADOPTING A  
PARK PAVILION RENTAL POLICY AND ESTABLISHING FEES FOR  
USE OF THE TOWN PARK PAVILION**

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

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

**WHEREAS**, the Town owns and maintains a park pavilion located within Depot Park for public use and enjoyment; and

**WHEREAS**, the Board of Trustees desires to establish clear, consistent rules governing reservation, use, and rental of the park pavilion, including associated fees and deposits; and

**WHEREAS**, Article III, Section 3.1 of the Charter requires that enactments of the Board imposing fees be adopted by ordinance; and

**WHEREAS**, the Board of Trustees finds that adoption of a Pavilion Rental Policy promotes orderly use of Town facilities, protects public assets, and supports equitable access for residents and visitors.

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

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

**Section 2.** The Town of Rico hereby adopts the Pavilion Rental Policy attached as **Exhibit A** to this Ordinance, which is incorporated by this reference.

**Section 3.** Any ordinances or resolutions or parts thereof, which are in conflict with this ordinance, are hereby repealed to the extent of such conflict only.

**Section 4.** This Ordinance shall take effect immediately on final adoption.

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

TOWN OF RICO, COLORADO

\_\_\_\_\_  
Patrick Fallon, Mayor

ATTEST:

---

Anna Wolf, Town Clerk

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

TOWN OF RICO, COLORADO

---

Patrick Fallon, Mayor

ATTEST:

---

Anna Wolf, Town Clerk

Effective Date: XXXXXX



## Draft Pavilion Rental Policy

### 1. Reservations & Scheduling

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

### 2. Fees & Deposits

- Daily Rental Fee: \$250
- Cleaning/Property Deposit: \$150 (refundable if all guidelines are met)
- Non-Refundable Fees: All fees are non-refundable except in the case of Town cancellation due to weather or other unforeseen circumstances.
- Reservations are not confirmed until payment is received.

### 3. Special Event Permits

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

### 4. Prohibited Uses

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

### 5. User Responsibilities

- Groups are responsible for table and chair setup and returning furniture to its original location.
- All decorations, including tape, must be removed, and the pavilion and surrounding area cleaned after use.

- Garbage must be disposed of in designated receptacles; bringing a push broom, additional trash bags and cleaning supplies are recommended.
- Tables may not be removed from the pavilion.

#### 6. Day-of Enforcement

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

#### 7. Staff Discretion

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

TO: Town of Rico Board of Trustees  
FROM: Chauncey McCarthy, Rico Town Manager  
SUBJECT: Special Event Permit Concepts

#### Concepts for Board Discussion (Non-Exhaustive)

- 1) Insurance Requirements
  - a) liability insurance naming the Town as additional insured.
  - b) Minimum coverage limits?
- 2) Public Noticing Requirements
  - a) Mailed notice to property owners within 200 feet of subject location.
  - b) Timing, format, and proof-of-notice requirements.
- 3) Restrooms & Sanitation Standards
  - a) Minimum restroom and portable toilet standards based on attendance.
  - b) Trash, recycling, and dumpster requirements.
- 4) Marshals, Law Enforcement & Security
  - a) Criteria triggering the need for Marshal services or private security.
  - b) Emergency communication plans and identification of security personnel.
- 5) Emergency Medical Services (EMS)
  - a) When EMS coordination or standby is required?
  - b) Required emergency access routes and EMS response plans.
- 6) Signage Requirements
  - a) Placement and removal timelines for temporary event signage and road closure signage.
  - b) Standards for size, visibility, and reflectivity.
- 7) Liquor Licensing
  - a) Requirement for Special Event Liquor Licenses where applicable.
  - b) Defined service areas and associated security requirements.
- 8) Cost Recovery & Fee Schedule
  - a) Application fees, staff time charges, and power/electricity fees.
  - b) Refund conditions and timing.
- 9) Damage Deposits
  - a) Deposit requirements for park or facility use.
  - b) Conditions under which deposits may be withheld.
- 10) Power & Electrical Use
  - a) Access to Town power infrastructure and cost recovery.
  - b) Generator rules and placement standards.
- 11) Site Plans & Vicinity Maps
  - a) Required components: event footprint, circulation, vendors, EMS access, restrooms, sound systems, signage, etc.
  - b) Completeness criteria for administrative review.
- 12) Event Timing & Duration

- a) Standard event hours, quiet hours, setup/teardown windows.
  - b) Additional rules for multi-day events.
- 13) Sound & Amplification Restrictions, Including CRS Noise Limits Colorado Statutory Noise Limits (C.R.S. 25-12-103)
- a) Events not hosted by the Town or a qualified nonprofit must comply with the state's residential noise limits:
    - i) 55 dB(A) from 7:00 a.m. to 7:00 p.m.
    - ii) 50 dB(A) from 7:00 p.m. to 7:00 a.m.
    - iii) These limits apply at the property line of the receiving property.
  - b) Additional Sound Plan Requirements
  - c) Required sound amplification plan for any amplified sound.
  - d) Town may impose more restrictive local quiet hours or directional speaker requirements.
  - e) Enforcement authority and potential penalties for violations.
- 14) Road Closures & Traffic Management
- a) When closures may be permitted and what level of barricading and signage is required.
  - b) Traffic control plans and Marshal/Fire coordination.
- 15) Vendor, Food Service, & Sales Tax Compliance Requirements
- a) Vendor Lists & Licensing
  - b) Permit holders must submit a list of all vendors in advance.
  - c) Each vendor is required to have the proper State of Colorado sales tax license.
- 16) Sales Tax Collection & Remittance – Event Holder Responsibility
- a) Event permit holders are responsible for ensuring that all vendors collect, report, and remit applicable sales tax.
  - b) The Town may require the permit holder to:
    - i) Provide proof that each vendor has an active sales tax license;
    - ii) Distribute and collect sales tax remittance forms;
    - iii) Return completed forms to the Town Clerk after the event.
- 17) Food Safety
- a) No food vendor may operate without providing State or County health approval to the Town.

**COPY**

166804

Page 1 of 9

LaRita Randolph, County Clerk & Recorder

Dolores County, CO

RP \$0.00

03-20-2017 03:53 PM Recording Fee \$0.00



**DOLORES COUNTY ORDINANCE NO. 17-1**

**AN ORDINANCE REQUIRING A PERMIT FOR SPECIAL EVENTS  
CONDUCTED WITHIN UNINCORPORATED DOLORES COUNTY**

WHEREAS, Colo. Rev. Stat. § 29-20-104 authorizes the County to plan for and regulate the use of land by, among other things, regulating development and activities in hazardous areas; protecting lands from activities which would cause immediate or foreseeable material danger to significant wildlife habitat and would endanger a wildlife species; preserving areas of historical and archaeological importance; regulating the location of activities and developments which may result in significant changes in population density; providing for phased development of services and facilities; regulating the use of land on the basis of the impact thereof on the community or surrounding areas; and otherwise planning for and regulating the use of land so as to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights; and

WHEREAS, Colo. Rev. Stat. § 30-15-401 authorizes the County to adopt ordinances for control or licensing for the prevention and suppression of riots, routs, affrays, disturbances, and disorderly assemblies in any public or private place and to regulate noise on public and private property; and

WHEREAS, the County recognizes a need to enact an ordinance intended to provide for the orderly control of certain special events by establishing appropriate permit requirements and regulations in an effort to provide for the temporary use of land for special events and to ensure that no special event occurs which would have a significant negative effect on adjacent and nearby property owners, wildlife, residents and businesses or which would be unsafe given prevailing site conditions, traffic and circulation patterns, land use characteristics and the nature of the proposed use.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Dolores County as follows:

**A. Permit required**

No person shall permit, maintain, participate, promote, conduct, advertise, act as entrepreneur, organize or manage a special event, as defined herein, on public or private lands within unincorporated areas of Dolores County, unless a permit to hold such special event has first been issued by Dolores County. A permit issued by Dolores County to hold such special event shall allow the applicant, agents, employees, and participants, to engage in lawful activity as specified and authorized by the permit and connected with the permitted special event. "Special Event" is hereby defined as a temporary event involving the gathering of a group of persons significant in number as to have a potentially significant negative impact upon neighboring property owners, businesses, wildlife, County roads, or which could pose a significant potential danger to participants, or the general health, safety and welfare of citizens of Dolores County.



**B. Special Events Specifically Requiring a Permit**

The following activities shall require a Special Event Permit. This is not intended as a comprehensive list:

1. Carnivals, circuses, festivals, outdoor concerts or musical events when such concert or musical event is intended to be a significant focal point of the Special Event as opposed to being ancillary, revivals, and other similar activities;
2. Any non-governmental Special Event significantly affecting or conducted within a public right-of-way; and
3. Any Special Event that does not satisfy any or all of the criteria listed in paragraph "C" below.

**C. Special Events Exempted**

The following Special Events are exempt from the requirements of this Ordinance:

1. Funeral processions;
2. Non-Commercial residential gatherings customarily incidental to a residentially utilized property, and conducted on residential or agricultural property, including activities such as barbecues, family reunions, family holiday gatherings, and family organized weddings;
3. Emergency events including but not limited to responses to natural disasters, or other responses to health and safety emergencies that cannot meet the application deadlines specified in this Ordinance or which occur without advance knowledge;
4. Farmers markets or stands for sale of seasonal products, when sold other than on the site where the product is grown;
5. Periodic sales or auctions of real estate or personal property;
6. Government or special district sponsored events, parades or other such activities conducted in the furtherance of government or district functions; and
7. Temporary events directly connected with the property's permitted use(s). i.e. weddings at a commercial event center, auctions at an auction house, employee holiday parties at places of employment, gatherings at any permanently established place of worship, stadium, athletic field, arena, auditorium or fairgrounds, all provided that such place is being used for its established, regular and normal use allowed, in both type of activity and scope, attendance does not exceed the maximum capacity of the structure or place where the gathering is held, and the gathering complies with all other State, County and Federal rules, regulations and laws.

**D. Application**

At least ninety (90) calendar days and no more than one year prior to the requested start date of the proposed Special Event requiring a permit, a Special Event Permit Application shall be submitted to Dolores County, through the Planning Department, and shall include the following information:

1. An affirmation that the statements contained therein are true and correct to the best of the knowledge of the applicant and shall be signed and sworn to or affirmed, by the individual making application in the case of an individual, by all partners in the case of a partnership, by all officers and managers of a corporation or other legal entity, or by all members of an unincorporated association, society or group;

2. The name, age, residence and mailing address of all persons required to sign the application and, in the case of a corporation or other legal entity, a certified copy of the articles of incorporation or other formation document;
3. The address and legal description of all real property upon which the Special Event is to be held, together with the name, residence and mailing address of the record owners of such property;
4. The names and mailing addresses of all property owners and businesses within a ½ mile distance from the boundaries of all the real property upon which the Special Event is to be held;
5. A written description indicating: the type of event, the event sponsor(s), the location of the event or event route, a list of all roads affected, the duration of the event, the hours of operation, the expected water requirements (including the source and supply of water), the number of employees, staff and volunteers, the number and location of toilets, the anticipated attendance along with the maximum number of attendees that shall be allowed (including employees, contractors, service providers, staff, volunteers, participants and performers), any age restrictions for attendance, food or alcoholic beverages to be served, temporary structures or fences proposed, the anticipated parking needs, complete with data indicating how the demand was calculated and how the need is to be addressed, the surface material of the parking area, a method/plan for handling traffic, a statement of expected impacts to the subject land and surrounding properties and how adverse impacts on surrounding properties will be minimized;
6. A site plan (drawn to scale, showing all of the following in relation to existing and proposed buildings, parking areas, streets/roads and property lines on the proposed site and on abutting properties) including: the location of the event or the event route, the location of proposed structures (including restrooms, storage bins, trash receptacles, temporary buildings, etc.), the location of traffic controls proposed (including road barriers, detour signs, traffic control lights, traffic personnel, etc. all of which shall be paid for and provided by the applicant), access to/from the site, parking areas (showing access, number of parking spaces, parking barriers, surfacing, etc.), activity areas (e.g. parking area, alcoholic beverage area, children's play area, games area, seating, etc.);
7. Written confirmation from the property owner(s) agreeing to the use of their property or right-of-way for the special event or a copy of the lease agreement(s);
8. A nonrefundable processing fee in an amount of \$250.00, or in an amount as established by the County, designed to reimburse the County for costs of processing the Application. The County shall have discretion to reduce or waive such fee based upon purposes of the Special Event, complexity of the application, and potential benefits to the community of the event being held;
8. A written agreement that the applicant shall indemnify and hold harmless the County or any of its agents, officers, servants and employees from any liability or causes of action which might arise by reason of granting the permit, and from any cost incurred in providing substitute services and site restoration;
9. If attendance at the Special Event may exceed two hundred (200), the following information shall be provided. The County reserves the right to require the additional information for Special Events at which attendance will be less than two hundred (200) when deemed appropriate for evaluation of the Application:
  - a. The maximum number of tickets to be sold, if any;

- b. The plans of the applicant to limit the maximum number of people permitted to attend the special event;
- c. The specific plans, including service contracts, for supplying potable water and waste removal;
- d. The specific plans, including service contracts, for holding, collecting and disposing of solid waste material;
- e. The specific plans, including service contracts, to provide for medical facilities, including the location and construction of a structure, the names, addresses and hours of availability of medical technologists and nurses and provisions for emergency ambulance service;
- f. The specific plans, if any, to illuminate the location of the special event, including the source and amount of power and the location of lamps;
- g. The specific plans for communication, including the source, amount and location of communication equipment;
- h. The specific plans for camping facilities, if any, including site locations, densities, and campfire pits;
- i. The specific plans for plans for fire protection, including service agreements;
- j. The specific plans for security, including the number of guards, their deployment and their names, addresses, credentials and hours of availability, along with service contracts;
- k. The specific plans for sound control and sound amplification, if any, including number, location and power of amplifiers and speakers;
- l. The specific plans for meeting State and County health standards for food and liquor concessions and concessionaires who will be allowed to operate on the grounds, including the names and addresses of all concessionaires and their license or permit numbers;
- m. The specific plans, if any, for electrical systems;
- n. The specific plans to insure that trees, underbrush, large rocks and other natural features shall be left intact and undisturbed; that natural vegetative cover shall be retained, protected and maintained so as to facilitate drainage, prevent erosion and preserve the scenic attributes; and that the location of the site be maintained in a manner so as to abate dust; and
- o. Certification by an insurance company licensed to do business in the State, stating its intent to insure the Special Event as required.

#### **E. Special Event Performance Standards**

All Special Events shall comply with the following standards:

1. Cessation of the Event: Within 24 hours of cessation of the event, the site shall be returned to its previous condition (including the removal of all buildings and structures, trash, debris, signage, attention-attracting devices or other evidence of the Special Event).
2. Traffic Circulation: The Special Event shall not cause undue traffic congestion or accident potential as determined by the Sheriff and Road and Bridge Departments.
4. Sewer, Potable Water, Refuse and other Nuisances: Management of sewage, potable water, refuse and other nuisances shall conform to the requirements of the State of Colorado and the County Department of Health.
5. Food Service: Management of food service shall conform to the requirements of the State of Colorado and the County Department of Health.

6. Surrounding Impacts: A Special Event shall not contribute to or cause undue negative impact upon surrounding property owners and residents in the form of excessive noise, light, odor, trash or traffic.
7. Dangers: A Special event shall not expose surrounding neighbors and residents to substantially increased danger of trespass, fire, or harm to person or personal property.
8. Protection of Participants; A Special Event shall not endanger its participants, employees, volunteers or staff, and shall especially not place minors in peril of physical or emotional harm. Adequate emergency medical and ambulance services shall be made available. Adequate security personnel shall be engaged.
9. Unlawful Activity/Prior Compliance: A Special Event shall not promote, either tacitly or actively, allow, encourage, or otherwise attract, any activity which is unlawful or otherwise a violation of this Ordinance, State rules and regulations, or the DCDLUR. An applicant's prior failure to fully comply with terms of a permit issued under this Ordinance, or prior violations of the DCDLUR, or any other County or State rules, regulations or laws related to land use, shall be considered by the BOCC in rendering a decision regarding an application for a Special Event.
10. Wildlife: A Special Event shall not unreasonably interfere with or endanger wildlife.
11. Impacts on Surrounding Historic Activities: A Special Event shall not unreasonably interfere with agricultural operations, including agricultural transportation, hunting activities, or other regular and usual business and recreational activity within the County.
12. Insurance: An applicant shall provide proof of liability insurance naming the County as an additional insured for all potential liability, including fire. The coverage shall extend to all activities and events and provide minimum coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, or such other amount as may be required by the County in light of the potential risks and hazards of the Special Event.
13. Financial Guarantee: The County may require monetary deposits, bonds, and/or other written agreements to provide for a sufficient financial guarantee that services will be provided, and permit requirements met, including site restoration. Financial guarantees shall be managed as follows:
  - a. Unused portions shall be returned;
  - b. The County reserves the right to pursue costs incurred in excess of the guarantee;
  - c. Upon breach of the terms and conditions of the permit, the County may undertake to cure such breaches, perform such conditions, or otherwise incur expenses to satisfy permit obligations, and may use the proceeds of the guarantee to recoup costs; and
  - d. Any financial guarantee shall be irrevocable for a period of at least sixty (60) days following the event. The financial guarantee shall be released by the County within a reasonable time after the event, following determination of costs, if any, and application thereof.

#### **F. Multiple Special Events**

A separate permit shall normally be required for each Special Event. An applicant may seek multiple Special Event Permits in a single application. The County may consider such a request when potential negative impacts are limited. The BOCC shall have the option of requiring an applicant to satisfy the requirements of the Dolores County Development and Land Use Regulation (DCDLUR) for a change in use if the frequency and significance of Special Events is such that the nature of land use is changed beyond that of a temporary use. The ultimate change



in use through the DCDLUR shall not necessarily eliminate the need to obtain Special Event Permits following that change in use.

**G. Application Review**

1. Pre-Application Conference: The prospective applicant shall first request a pre-application conference with the Dolores County Planning Commission (PC). At that conference, the PC shall review with the prospective applicant the application requirements form, including fees due on submittal, the site plan and supporting document requirements, performance standards, review procedures, notice requirements for nearby landowners, on-site notice requirements and outline the time required to complete the procedure, including possible means for accelerated processing of applications based on minimum or lesser size, complexity or impact on the community and/or private interests. The format and quantity of the application documents to be submitted will also be established during the conference. As part of this procedure, the PC may designate, during or after the conference, the specific performance standards applicable. Further, depending on the nature of the proposed Special Event being applied for and its location, additional requirements for the site plan may be established. Such specific standards or additional requirements shall be identified to the applicant.

2. Application Review: Upon receipt of the application, the PC shall first determine if the application is complete. If incomplete, the applicant shall be notified of any deficiencies and allowed to supplement. Once determined complete, the PC will review the application and make a recommendation to the BOCC regarding the issuance of a permit. The recommendation may be for approval, approval with conditions or limitations, denial, or deferral to the BOCC.

3. BOCC Review: Upon receipt of the recommendation from the PC, the BOCC shall set the matter on the agenda of a special or regular BOCC meeting for purposes of a public hearing. The Applicant shall publish notice of the hearing in a newspaper of general circulation at least fourteen (14) days prior to the date of the hearing, and take any other reasonable steps to notify the public or surrounding property owners of the application and date of the hearing as may be mandated by the BOCC. At a minimum, the applicant shall provide evidence of mailing notice to all property owners and businesses within ½ mile of the boundary of the property upon which the Special Event is to take place, and post notice of the proposed Special Event and hearing on the property in a conspicuous location legible from the nearest road to the location of the proposed Special Event. All such notice shall occur at least fourteen (14) days prior to the date of the hearing. The application may also be referred to any other County or non-County agency, registered association or official whose consideration is deemed desirable for a full and complete assessment. The applicant is responsible for providing the necessary number of copies of the application for this referral as requested by the County. In reviewing the application and determining whether to issue the permit as sought, the following shall be considered by the BOCC:

1. The adequacy of the site plan and overall level of completeness of the application and responses to information requested;
2. The adequacy of the size and shape of the site to accommodate the Special Event proposed;



3. The adequacy of the surrounding street/road network to serve the kind and quantity of traffic anticipated by the proposed Special Event, including the adequacy of the proposed traffic controls;
4. The ability of local fire protection or alternative fire protection to service the event;
5. The ability of law enforcement to service the event;
6. Noise, light, dust, odor, runoff or any other impact from the special event to surrounding properties and uses;
7. Potential impacts upon wildlife;
8. The timing of the proposed event in relation to other activities or restrictions in the area, including, but not limited to hunting seasons, traffic dictated by ag schedules, road closures, and other permitted activities; and
9. The overall ability to comply with other requirements of this Ordinance, including performance standards.

The BOCC shall render a decision at the conclusion of the hearing. The hearing may be continued by the BOCC if determined necessary to allow full participation by the public and the applicant, or to request and obtain additional information.

#### **H. Issuance of a Permit**

Following the hearing regarding the application, the BOCC may issue a permit, with or without conditions and limitation, or deny the application. If issued, a written permit shall be provided to the applicant containing any conditions or limitations of approval. That permit shall be executed by the BOCC and the applicant, and displayed at all times in a conspicuous location at the Special Event.

#### **I. Revocation**

The permit may be revoked by the BOCC at any time if any of the conditions necessary for the issuance of the permit are not complied with, or if any condition previously met ceases to be met. In the event of Revocation, the Special Event shall immediately cease. All participants, including employees, staff, volunteers and performers shall disperse.

#### **J. Penalties**

1. Violation of the provisions of this Ordinance shall be punishable by a fine of not more than one thousand (\$1,000.00) for each violation. Each day a violation continues shall be considered a separate offence. All fines and forfeitures for the violation of this Ordinance shall be paid to the Treasurer of Dolores County within thirty (30) days of receipt and shall be deposited into the General Fund of Dolores County. Any person convicted of a violation of this Ordinance shall be subject to the statutory surcharges of ten dollars (\$10.00) for the Victims and Witnesses Assistance and Law Enforcement Fund, and (\$15.00) for the Colorado Traumatic Brain Injury Trust Fund. These surcharges shall be paid to the clerk of the court by each person convicted of violating this Ordinance. The clerk shall transmit the moneys to the respective funds in accordance with C.R.S. § 30-15-402(2). This Ordinance shall be enforced by the Dolores County Sheriff. The BOCC hereby designates the Dolores County Attorney, or his/her designee, as the County's legal representative in the enforcement of the provisions of this Ordinance in a court of applicable jurisdiction. In the event the Dolores County Attorney or his/her designee

cannot represent Dolores County or the Board deems it otherwise appropriate, the Board may appoint the District Attorney of the 22nd Judicial District to perform such legal enforcement duties in lieu of the County Attorney. This Ordinance shall in no way limit application and enforcement of any State, Federal, or local rules, laws, or regulations, but shall be in addition thereto.

2. The remedies contained herein shall be cumulative with any and all remedies available in law or equity. The County may seek other remedies provided for by law or equity in enforcement of this Ordinance, including, but not limited to an injunction or other equitable relief in any court of competent jurisdiction to stop or prevent any violation. The County shall be awarded its reasonable attorney fees and costs in any successful enforcement action.

3. An applicant specifically authorizes entry into the Special Event by County designated personnel, including law enforcement, and upon the grounds which the Special Event will occur and has occurred, for the period during the application process, through sixty (60) days post-event. Entry shall be for the purpose of determining compliance with the Permit and/or determining issues relevant to permitting.

**K. Safety Clause**

The BOCC hereby finds, determines and declares that the immediate effective date of this Ordinance is necessary for the health, safety and welfare of the citizens of Dolores County, Colorado.

**L. Application and Severability**

This Ordinance shall apply throughout the unincorporated area of Dolores County. Special Events to occur solely upon State or Federal land, with no significant impact upon County Roads or land shall not be subject to this Ordinance. However, Federal or State agencies shall coordinate with the BOCC regarding any group event applications for activities on State or Federal land. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The BOCC hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases are declared unconstitutional or invalid.

**M. Publication and Effective Date**

1. The foregoing text is the authentic text of Dolores County Ordinance No. 17-1. The first reading of said Ordinance took place on March 6, 2017 at a regular Board of County Commissioners Meeting. It was published in full in the *Dove Creek Press* on March 9, 2017. The Ordinance was adopted at a regular Board of County Commissioners Meeting on March 20, 2017 and shall take effect immediately upon adoption.

2. This Ordinance shall apply to all Special Events to take place after the effective date. In the event that an application is filed prior to the effective date, under the DCDLUR for an

activity which would constitute a Special Event under this Ordinance, said application shall be converted to an application for a Special Event under this Ordinance.

ADOPTED this 20<sup>th</sup> day of March, 2017.

ATTEST:

Mary P. Aric  
Mary P. Aric  
Deputy Clerk to the BOCC  
[SEAL]



BOARD OF COUNTY COMMISSIONERS OF  
DOLORES COUNTY, COLORADO

By: Julie R. Kibel  
Julie R. Kibel, Chair

Steve Garchar  
Steve Garchar, Commissioner

Floyd L. Cook  
Floyd Cook, Commissioner