



AGENDA
 TOWN OF RICO BOARD OF TRUSTEES
 2 Commercial Street– Rico Town Hall
 September 20th, 2023
 7:00 PM

- Electronic copies of the Trustee Packet are available on the Town website.
- Action may be taken on any agenda item.
- Notice is hereby given that a majority or quorum of the Planning Commission may be present at the above noticed Rico Board of Trustee’s meeting to discuss any or all of the matters on the agenda below for Trustee’s consideration.
- The Town of Rico is not responsible for audio, video, or connectivity issues. In-person attendance is highly recommended.
- Public comments on agendized and non-agendized items are limited to 3 minutes

Topic: Board of Trustees September Meeting

Time: Sep 20, 2023 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85648159392?pwd=b3BNdjdsVGRKZmZaRzJ6OWVhZjNGdz09>

Meeting ID: 856 4815 9392

Passcode: 257788

ROLL CALL

APPROVAL OF THE AGENDA

APPROVAL OF THE MINUTES

PAYMENT OF THE BILLS

PUBLIC COMMENT (non-agendized items only)

PRESENTATION

- Park and Recreation proposed budget and site plan
- Draft wastewater preliminary engineering report

ACTION ITEMS

- Consideration of Memorandum of Understanding (MOU) between Town of Rico and CDOT Regarding Signs along CO 145
- Consideration of liquor license renewal for Rock Laubster LLC, DBA Mountain Top Liquor
- Consideration of an access agreement between the Town of Rico and Atlantic Richfield Company

for the purpose of sampling town rights-of-way

STAFF REPORTS

- Clerk's Report
- Manager's Report

DISCUSSION ITEM

- Voluntary lead soils clean up ("VCUP") update
- Lot 6 Bedrock Subdivision, BRD LLC agenda request
- Water account online bill pay
- Proposed updates of Ordinance 2022-05 An Ordinance of the Town of Rico, Colorado establishing a licensing process for short-term rentals and amending the Rico Land Use Code to remove short-term rentals from special use permit review.
- Construction impact mitigation rules and regulations

ADJOURN

Town of Rico Memorandum

Date: September 15, 2023

TO: Town of Rico Board of Trustees

From: Chauncey McCarthy

Park and Recreation proposed budget and site plan

Anais Spitzer and Christine Fischer, FMP Consulting, will provide an update on the project and the accompanying budget that will be submitted to GOCO. The proposed budget has been included in the packet.

Draft wastewater preliminary engineering report

Donzil Worthington and Cayolyn Pepin of Bohannon and Huston, will present the draft wastewater preliminary engineering report, including treatment alternatives, preliminary cost, and next steps. Additional information on their presentation will be provided at the start of next week as an addendum to this packet.

Consideration of Memorandum of Understanding (MOU) between Town of Rico and CDOT Regarding Signs along CO 145

During the August 2, 2023 special session the Board of Trustees directed staff to inquire about citywide speed limit unless otherwise posted signs that could be installed on Highway 145. After speaking with CDOT it was determined that these signs could be posted on the highway if the Town approved an MOU and paid for the cost of materials and installation. Total estimated cost for this project is \$1754. Included in the packet is the MOU, cost estimate, and an example of the sign.

Consideration of liquor license renewal for Rock Laubster LLC, DBA Mountain Top Liquor

Included in this packet is a liquor license renewal for Rock Laubster LLC, DBA Mountain Top Liquor. This application is complete and compliant.

Consideration of an access agreement between the Town of Rico and Atlantic Richfield Company for the purpose of sampling town rights-of-way

Atlantic Richfield Company would like to have Pioneer Technical Services conduct sampling of the Town's roads this fall. This work will be conducted without waiting for the execution of the VCUP Funding Agreement. They plan to begin September 28th and believe that the work can be completed in about one week. Atlantic Richfield plans to re-sample all road segments and have created a new map that identifies each segment. For sampling to be conducted on Town rights-of-way they will need to obtain an access agreement from the town. The access agreement and road segment map has been included in the packet.

Voluntary lead soils clean up ("VCUP") status

Mayor Pieterse to provide an update on the Voluntary lead soils clean up status.

Lot 6 Bedrock Subdivision, BRD LLC agenda request

Jason Soules of BRD LLC has requested to be on the agenda to discuss the creation of condominiums on lot 6 of the Bedrock subdivision. BRD LLC has provided a letter and construction schedule, which has been included in the packet.

Water account online bill pay

The town currently utilizes PayPort to process online water bill payments. PayPort is an open form payment platform that requires customers to provide their account number, name, address, and bill amount. PayPort does not provide reoccurring/automatic payment, account information, or a paperless option. The cost for this service to customers is as follows: Credit card transactions: transaction amount +((transaction amount +\$0.75)x 2.25%) + \$0.75 Echeck transactions: transaction amount + \$1.00. The average customer pays \$1.68 per transition.

RVS, the town's utility management and billing software, provides online bill pay integration through a few different platforms. After speaking with RVS they recommended two providers that would align with the size of our utility. These two providers are PayClix and Nexbillpay. Both providers require an initial setup fee. PayClix charges a monthly fee, \$29.95, to the utility and a transition fee to the customer. Nexbillpay does not charge a monthly fee to the utility provider but has a slightly higher transition fee. Proposals from both companies have been included in the packet.

Both platforms include access to account and bill information online, automatic bill pay, and paperless billing. If a customer has multiple accounts, they should be able to access all bills through one login and remit one payment through the platform. There are still funds appropriate in the 2023 budget that could be used to engage in one of these services. Staff believes that a better online bill pay platform with reduce administrative burden and time, postage cost, and increase payments from the accounts that constantly behind.

Proposed updates of Ordinance 2022-05 An Ordinance of the Town of Rico, Colorado establishing a licensing process for short-term rentals and amending the Rico Land Use Code to remove short-term rentals from special use permit review.

During the Board of Trustees August 28, 2023 special session, the board reviewed a redline of ordinance 2022-05. There was support for the proposed changes in the redline as they are more protective of the town and will be easier for staff to administer. The redlined ordinance has been included in the packet. The board requested that the review of this ordinance be continued to the September meeting to further discuss the current quadrant system and percentage housing stock. The board should discuss if the quadrant system should remain unchanged, be modified, or replaced.

Construction impact mitigation rules and regulations

During the August 2, 2023 special session the Board of Trustees discussed the need to create a construction mitigation manual for future development to help mitigate unnecessary impacts to surrounding property owners and the town. Included in this packet are examples of what other communities have implemented. Although some of the concerns and regulations of other communities may not be relevant to the Town of Rico, these documents are a great starting point. The board should be prepared to discuss what requirements the town should adopt; This information will be used to draft an ordinance.

RICO TOWN BOARD MEETING MINUTES

Date: August 28, 2023

Call to Order 6:03

Trustees Present: Mayor Nicole Pieterse
Mayor Pro Tem Patrick Fallon
Trustee Benn Vernadakis
Trustee Jordan Carr
Trustee Chris Condon

Trustees Absent:
Trustee Joe Croke
Trustee Joe Dillsworth

Staff Present. Chauncey McCarthy, Anna Wolf

Approval of the Agenda

Motion

To approve the agenda.

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

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

Motion

To go into executive session: Town Public Work's Facility RFP 23-02 selection committee. Determination of positions relative to matters that may be subject to negotiations, Development of strategy for negotiations and instruction of negotiators § 24-6-402(4)(e) C.R.S.

Moved by Mayor Nicole Pierse, seconded by Trustee Chris Condon.

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

Motion

To adjourn executive session and reconvene in regular session.

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

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

6:57PM

Discussion Item

Review of Ordinance 2022-05 An Ordinance of the Town of Rico, Colorado establishing a licensing process for short-term rentals and amending the Rico Land Use Code to remove short-term rentals from special use permit

Chauncey McCarthy gives summary. He explains the administrative changes that Town Staff proposes.

The Board discusses the topics of quadrants, demand, and the process of getting to the original ordinance. All Board members would like more public input. To notice the topic for the Board meeting in September.

Motion

To adjourn.

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

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

Adjourn 7:09PM

Anna Wolf
Rico Town Clerk

Nicole Pieterse
Mayor

RICO TOWN BOARD MEETING MINUTES

Date: August 16, 2023

Call to Order 7:01

Trustees Present: Mayor Nicole Pieterse
 Mayor Pro Tem Patrick Fallon
 Trustee Joe Dillsworth
 Trustee Benn Vernadakis
 Trustee Jordan Carr
 Trustee Joe Croke
 Trustee Chris Condon (7:05)

Trustees Absent:

Staff Present. Chauncey McCarthy, Anna Wolf (zoom), Wilton Anderson (zoom)

Approval of the Agenda

Motion

To approve the agenda.

Moved by Trustee Jordan Carr, seconded by Trustee Joe Dillsworth.

Vote. A roll call vote was taken and the motion was approved, 6-0. Chris Condon not present at vote.

Approval of Minutes

August 2nd meeting: Change the comment from Trustee Joe Croke to express that the VCUP with help with dust control not solve it.

July 19th minutes: change session to negotiation. Grammatical errors

Motion

To approve the minutes with correction.

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

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

Consent Agenda

Payment of the Bills

Joe Croke discusses cost of legal fees.

Motion

To approve the payment of the bills.

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

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

Public Comment:

Alex Wing: expresses concern about last month's discussion regarding ARCO contractors and the Mineshaft negotiations. The wording of the discussion item was biased, could be interpreted as all ARCO contractors.

Clay Hall: brought concerns to the Board regarding dust from the Dolores River trail subdivision.

Eric Brichenbach: brought their application to the Board's attention. The application was denied at the Planning Commission level. They asked for access through the ally to their property. They would like the LUC to address ally dimensions.

Nicole Pierse thanked the public for their comments.

Chauncey gave an update on the dust mitigation. After looking at estimates it would cost the Town \$60,000 to mag chloride all the roads. This does not include prepping the roads for the treatment. Town staff has received good feedback on the new speed bumps. People are happy with the results of the new speed bumps, people are slowing down and there is less dust.

Florence Ezell wonders if there is a difference between an ally in the code.

Skip Zeller recommended speed limit signs at the entrances to town with the added "not to exceed" signs attached to the same post.

Action Items

Review and approval 2022 fiscal year audit

Chauncey McCarthy gave summary. No major concerns. The only flag is on segregation of duties. This has been flagged in all audits.

Motion

To approve Review and approval 2022 fiscal year audit

Moved by Mayor Nicole Pieterse, seconded by Trustee Chris Condon.

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

Consideration of second reading of Ordinance No. 2023-05 an ordinance of the Board of Trustees of the Town of Rico, Colorado amending the year 2023 budget and approving supplemental appropriations of money

The only adjustment is to the pass thru account which has been increased since the first reading.

Motion

To approve the second reading of Ordinance No. 2023-05 an ordinance of the Board of Trustees of the Town of Rico, Colorado amending the year 2023 budget and approving supplemental appropriations of money

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

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

Consideration of liquor license renewal for Boulder City Mixology LLC, DBA Enterprise Bar and Grill

Town Clerk confirms that the application is complete and compliant.

Motion

To approve the liquor license renewal for Boulder City Mixology LLC, DBA Enterprise Bar and Grill

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

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

Consideration of liquor license renewal for Motherlode Liquors LLC

Town Clerk confirms that the application is complete and compliant.

Motion

To approve the liquor license renewal for Motherlode Liquors LLC

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

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

Staff Report

Clerk's Report

Working on the November election. Two Trustee seats will be on the Ballot. Petitions can be picked up in the Clerk's office.

Manager's Report

Speed bumps were installed in strategic places. There has been good feedback from citizens.

Goff engineering is in the field mapping our water system. Once completed the Town will receive a map.

Impact fee study: The Town Manager received the items required from the Town, it is more extensive than anticipated. Town staff is compiling this information.

Fire hydrant will be installed at the end of Mantz next Thursday. The Town will likely experience lower water pressure. Sediment may be stirred up during this process. Public works plans on flushing the system to alleviate as much sediment as possible.

The Shuttle will start running starting next Wednesday.

RFP for the Town shop project: Bid packages must be in by next Friday. An executive session will be held Monday August 28, 2023 for the Board to vote on the bids. Meeting is set for Monday August 28, 2023 at 6:00PM.

Discussion Items

Voluntary lead soils clean up ("VCUP") update

Nicole Pieterse gives summary.

Electric vehicle charging rates

Town Manager gave a summary. There has been an uptick in usage. The Town Hall's electric bill more than doubled.

Board members discussed ensuring that the charge station pays for itself and potential increases in insurance. Alternatively they discussed transferring ownership of the charge station to the gas station.

Parks and recreation improvements budget

Chauncey McCarthy gives summary. A presentation will happen in September.

The meeting adjourned 9:19PM

Short term rental restriction letter from Scott Smith

Chauncey McCarthy gives summary. Discusses what Town Staff learned in the 1 year that the licensing system has been in effect.

The Board discussed the topic. Would like more public input. To be discussed at the August 28th special meeting.

Motion

To adjourn.

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

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

Adjourn 9:08PM

Anna Wolf
Rico Town Clerk

Nicole Pieterse
Mayor

NEW Town of Rico - General Fund
Check Register
 For the Period From Sep 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
17858	9/12/23	CEBT	10000	4,022.40
17859	9/12/23	Gregg Philips	10000	200.00
17860	9/12/23	Xerox Corporation	10000	131.28
17861	9/12/23	Safe Built	10000	525.00
17862	9/12/23	Jennifer Stark	10000	365.50
17863	9/12/23	San Miguel Power Associ	10000	221.00
17864	9/12/23	Century Link	10000	49.72
17865	9/12/23	Colorado Labor & Law Po	10000	99.50
17866	9/12/23	Orkin	10000	13.99
17867	9/12/23	WM Corporate Services, I	10000	35.94
17868	9/12/23	Fraley Propane, LLC	10000	603.00
17869	9/12/23	Rico Telephone Company	10000	249.08
17870	9/12/23	Jon Kelly	10000	375.00
17871	9/12/23	Kaplan Kirsch Rockwell	10000	20,938.60
17872	9/12/23	Colorado Dept of Public H	10000	40.00
17873	9/12/23	Todd Herman	10000	5,000.00
17874	9/12/23	Rico Fire Protection	10000	1,260.00
17881	9/14/23	Patrick W. Drew	10000	91.90
17880	9/14/23	Chauncey P. McCarthy	10000	2,190.11
17879	9/14/23	Stephen C. Roberts	10000	1,371.62
17878	9/14/23	Jerry A. Sam	10000	498.64
17877	9/14/23	Dennis E. Swank	10000	1,451.00
17876	9/14/23	Anna C. Wolf	10000	1,251.64
17875	9/14/23	Karp Neu Hanlon, PC	10000	3,690.20
Total				<u>44,675.12</u>

NEW Town of Rico - Water Fund
Check Register
For the Period From Sep 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4536	9/12/23	San Miguel Power Associ	10000	496.00
4537	9/12/23	Goff Engineering surveyin	10000	6,808.65
4538	9/12/23	UPS	10000	21.62
4539	9/12/23	Core & Main LP	10000	2,942.20
4540	9/12/23	Ferguson Waterwork #111	10000	1,957.53
4541	9/12/23	Rico Telephone Company	10000	115.00
4542	9/12/23	Fralely Propane LLC	10000	402.00
4543	9/12/23	San Juan Basin Health De	10000	35.00
Total				<u>12,778.00</u>

2018 NEW Town of Rico - Street Fund
Check Register
For the Period From Sep 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2878	9/12/23	Rico Telephone Company	10000	44.27
2879	9/12/23	San Miguel Power Associ	10000	127.00
2880	9/12/23	Slavens, Inc	10000	86.53
2881	9/12/23	WM Corporate Services, I	10000	166.67
Total				<u>424.47</u>

NEW Town of Rico - Open Park Fund
Check Register
For the Period From Sep 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1751	9/12/23	LePew Porta-Johns, Inc	11000	350.00
1752	9/12/23	San Miguel Power Associ	11000	25.00
Total				<u>375.00</u>

NEW Town of Rico - Sanitation Fund
Check Register
For the Period From Sep 1, 2023 to Sep 30, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1428	9/12/23	Bohannan Huston	13500	13,667.51
Total				<u>13,667.51</u>

THE RICO TOWN PARK AND OUTDOOR RECREATION HUB PROJECT - DRAFT : 9_14_23

APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	GOCO Funds	Matching Funds
Great Outdoors Colorado	Spring 2024	\$594,990.00	
Town of Rico: Commitment from 2022 budgeting cycle	Fall 2022		\$40,000.00
Town of Rico: Commitment from 2023 budgeting cycle	Fall 2023		\$40,000.00
Rico Skatepark Alliance: Go Fund Me	Spring 2021		\$2,000.00
Rico Skatepark Alliance: Community Fundraiser	Fall 2022		\$10,000.00
Rico Skatepark Alliance: Private donation from celebrity musician	Spring 2023		\$5,000.00
Rico Skatepark Alliance: Misc. donations	Fall 2023		\$191.00
Rico Skatepark Alliance: Upcoming community fundraisers	Winter 2024		\$6,404.50
Rico Skatepark Alliance: Upcoming community fundraisers	Spring 2024		\$6,404.50
Rico Center Community Foundation	Spring 2024		\$40,000.00
Source of Funds (IN-KIND)			
Town of Rico	Summer 2023		\$55,258.34
Community of Rico	Summer 2023		\$45,000.00
NEED TO ADD IN THE REMEDIATION COSTS	subtotal	\$594,990.00	\$250,258.34
TOTAL SOURCE OF FUNDS			\$845,248.34

Use of Funds (CASH)	Description	GOCO Funds	Matching Funds	Total Funding
Project Management				
<i>Fischer Project Management</i>	Turnkey design-build and project management: Concept through Closure	\$56,370.83	\$35,000.00	\$91,370.83
	Research and identification of funders to inform funding strategy and project goals - development of a master project plan and schedule - project management of entire project, to include grant funds and terms of funders - development and management of comprehensive community engagement process -development of a fundable and maintainable (cost effective) project design with component and vendor(s) extensive vetting/selection as informed by community process - completion of applications for funding - coordination of all funding related to project - management of project construction and associated vendor(s) - final reporting and project closeout.			
Playground				
<i>Summit Recreation</i>	Playground: design build/price locked: with input from local youth and community	\$193,719.17	\$32,410.00	\$226,129.17
	A '68' x 64' ADA accessible, customized playground with EWF surfacing to include play features for all ages, with an amenity for preschool aged children, and amenities for ages 5-12, and tween/teen ages. Not only is their current playground outdated (they can no longer get replacement parts), but it lacks these features. The existing small shade structure with picnic tables, sand volleyball court, and green-space with bleachers will remain.			
Concrete Pad and Shade Cover				
<i>Bannister Construction</i>	Community Space: design build/price locked: Winter Ice Rink with cover to extend season; Summer shade and community gathering space	\$189,450.00	\$37,740.00	\$227,190.00
	A 44' x 100' concrete pad using high altitude concrete construction and materials and practices, with a 44' x 100' x 12' metal steel shade cover for use as a winter ice rink and a shaded summer gathering area. The town's current small portable rink is too small for demand, and without a cover, the near-daily removal of snow is labor-intensive, and ice melts quickly in the spring; therefore, this improvement will accommodate more people and extend the skating season. The town has a bin of ice skates of different sizes that it places next to the ice so that people of all ages can skate for free. Ice skating is especially popular with families and those who do not or cannot afford to ski. In summer this area will be used for gatherings, activities, and events.			
Dirt Pump Track				
<i>Bannister Construction</i>	Dirt Track: design build/price locked: with input from local community	\$5,450.00	\$3,750.00	\$9,200.00
	A modest 300'x200' dirt track, with 4 small and 3 large jumps currently planned for bike riders of all ages and abilities. Community feedback showed strong preference to do a modest dirt track versus high-end and more expensive asphalt or other poured/solid material tracks			
Skate Park				
<i>Fifth Pocket</i>	Concrete Skate Park: design build/price locked: with input from local skating community	\$150,000.00	\$30,000.00	\$180,000.00
	A modest 4-6,000 square-foot concrete bowl skatepark using high altitude concrete construction materials and practices. Currently skaters have a little (approx 10'x4') homemade ramp; however, it is overly busy and unable to meet current needs. Rico's welcoming skater community provides an accessible recreational opportunity with zero barriers to entry, through their loaned boards (skaters often bring extra boards so that newbies can try their hand at skating), informal coaching, and guidance.			
Site Amenities				
	Site Amenities: price locked by vendor			
	Community feedback showed need for a small port-a-potty near the existing small park, an 8' steel picnic table and 8' steel bench with back for the riverfront portion of the park. The community made these choices, as lowest cost, in order to focus funding on amenities for the youth, such as the playground, skate park, and dirt pump track. The town of Rico's budget will allow for adding more benches and tables over time, should the need present.			
<i>Summit Recreation</i>	<i>Picnic Table - 8'</i>		\$3,000.00	\$3,000.00
<i>Summit Recreation</i>	<i>Benches - 8' with back</i>		\$4,600.00	\$4,600.00
<i>Port-A-Potty Company</i>	<i>ADA Accessible Port-a-Potty</i>		\$3,500.00	\$3,500.00
	subtotal	\$594,990.00	\$150,000.00	\$744,990.00

Use of Funds (IN-KIND)	Description	Matching Funds
Category		
<i>Town of Rico</i>	Removal of existing playground equipment, and preparation of site for new installation	\$ 46,000.00
	Bear Proof Trash Stations for project (quantity of 2)	\$9,258.34
Category		
<i>Community of Rico</i>	Community Build: Installation of shade shelter to be placed over concrete pad. We have a list of experienced volunteers locked in who have committed to building the cover over the skate rink.	\$ 45,000.00
	subtotal	\$100,258.34

	GOCO Funds	Matching Funds
subtotal	\$594,990.00	\$250,258.34
TOTAL USE OF FUNDS*		\$845,248.34

* The Total Use of Funds must equal the Total Source of Funds in the section above.

OTHER LEVERAGED RESOURCES (OPTIONAL)

CASH OR IN-KIND	Description	Total Funding
Lower Level Property Improvements		
<i>DOLA / Town of Rico</i>	Grant 1:1 Match (950K each DOLA and Town of Rico) for Riverfront Property Improvements.	\$1,900,000.00
	subtotal	\$1,900,000.00

TOTAL PROJECT VALUE		\$2,745,248.34
	GOCO % of project cost	70%
	GOCO % of project value	22%



17
COLORADO
Department of Transportation
Region 5
Traffic & Safety
3803 N. Main Avenue, #100
Durango, CO 81301-4034

Memorandum of Understanding (MOU) between Town of Rico and CDOT Regarding Signs along CO 145

Date: September 6, 2023

The Town of Rico has applied to CDOT Region 5 Traffic for the purchase and installation of signs at two locations: two new sign assemblies with bases/posts located on CO 145 MP 46.92 NB and CO 145 MP 47.31 SB. Each sign is a 15 MPH speed limit sign with two plaques, "CITYWIDE" and "UNLESS OTHERWISE POSTED".

The Town of Rico is fully responsible for reimbursing CDOT for the original purchase of the sign materials and installation costs. CDOT will send an invoice to the Town of Rico for total costs after installation.

The Town of Rico is additionally responsible for replacement costs in the event of the signs being damaged, deterioration over time, or any other reason and will be invoiced for those costs, including installation, when needed.

CDOT is responsible for installation and in the event the signs need to be replaced, CDOT will be responsible for any re-install.

CDOT and the Town of Rico mutually agree to this arrangement of costs for materials and installation of the signs on CO 145. CDOT reserves the right to remove the signs at any time in the event of non-payment or if the equipment is determined to be a hazard to CO 145 motorists.

Town of Rico

CDOT Traffic & Safety representative

Title

Title





COLORADO
Department of Transportation

Region 5
 Traffic & Safety
 3803 N. Main Avenue, #100
 Durango, CO 81301-4034

QUOTE

To: Chauncey McCarthy, Town Of Rico

Date: September 6, 2023

Subject: Sign purchase and installation CO 145

Vendor Number:

CDOT Work Order Number: TBD

Reimbursable Material & Installation Costs, per CDOT/Colorado Department of Labor MOU dated September XX, 2023 for signs along CO 145

Item	Unit Cost	Quantity	Total
Sign Panel Materials	\$13/sqft	18	\$234
Sign bases, concrete, hardware, posts	n/a	1	\$272
Installation	n/a	1	\$1248
TOTAL DUE AFTER INSTALLATION:			\$1754

The Colorado Department of Labor, per MOU agrees to pay all costs after installation via this Invoice. Labor and equipment for installation to be provided by CDOT R5 Traffic –Sign Crew. Installation costs are estimates only and may be adjusted in the final invoice.

Installation Locations	
Highway	Milepost
CO 145 NB	46.92
CO 145 SB	47.31

For your documentation: CDOT Tax ID # is 98-02565

Colorado Dept of Transportation – R5 Traffic Dept
 3803 North Main Ave
 Ste. 100
 Durango, CO 81301
 Attn: April Toledo

Submit to Local Licensing Authority

MOUNTAIN TOP LIQUOR
P.O. BOX 326
Rico CO 81332

Fees Due	
Renewal Fee	352.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 352.50

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

Licensee Name ROCK LAUBSTER LLC		Doing Business As Name (DBA) MOUNTAIN TOP LIQUOR	
Liquor License # 03-14080	License Type Liquor Store (city)		
Sales Tax License Number 94548940	Expiration Date 11/30/2023	Due Date 10/16/2023	
Business Address 235 SOUTH GLASGOW AVENUE Rico CO 81332			Phone Number 9709674000
Mailing Address P O. BOX 326 Rico CO 81332		Email RicoMountainTop@gmail.com	
Operating Manager Stephen Laub	Date of Birth 12/31/1997	Home Address 102 N Garfield St, Rico, CO 81332	Phone Number 970-967-4000
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. 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.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)? 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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? If yes, attach a detailed explanation. Yes No
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? If yes, attach a detailed explanation. 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	Title	
Stephen Laub	Owner	
Signature	Date	
<i>Stephen Laub</i>	8/8/23	
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		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, LAUREN LAUB am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of ROCK LAUBSTER LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Rock LAUBSTER LLC dba MOUNTAIN TOP LIQUOR</u>		SSN 	Number
Address <u>235 S. GLASGOW AVE</u>			
City <u>Rico</u>		State <u>CO</u>	Zip <u>81332</u>
Home Phone Number <u>(970) 967-4000</u>		Business/Work Phone Number <u>(970) 967-4000</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>LAUREN LAUB</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Lauren Laub</u>			Date signed <u>9/9/23</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

ACCESS AGREEMENT FOR VCUP ROAD SAMPLING

The Town of Rico (“Town”) and Atlantic Richfield Company (“Atlantic Richfield”) enter into this Access Agreement (“Agreement”) this __ day of September, 2023.

A. Atlantic Richfield and the Town are developing plans for conducting remedial activities in the Town of Rico as part of the Rico Townsite Soils Voluntary Cleanup Program (“VCUP”) Application (the “2023 VCUP Application”) approved by the Colorado Department of Public Health and the Environment (“CDPHE”) on May 16, 2023 pursuant to the Colorado Voluntary Cleanup and Redevelopment Act, C.R.S. § 25-16-301.

B. As described in the 2023 VCUP Application, one component of the Phase 1 VCUP work to be performed and funded by Atlantic Richfield involves the sampling and analysis of the unpaved roadways and alleys within the Town of Rico boundaries which experience regular motorized vehicle traffic, including any unpaved public right-of-way used by Town residents to access their property by motorized vehicle (the “Town Roadways”). The Town Roadways are depicted on Exhibit 1 attached hereto.

C. Atlantic Richfield wishes to perform such sampling of the Town Roadways (the “Phase 1 VCUP Road Sampling Work”) as described in the Phase 1 VCUP Work Plan included as Appendix B to the 2023 VCUP Application (the “2023 Phase 1 Work Plan”).

D. The Town agrees to permit Atlantic Richfield to conduct the Phase 1 VCUP Road Sampling Work on the Town Roadways.

Therefore, in the mutual interest of the Town and Atlantic Richfield, the Town and Atlantic Richfield hereby agree as follows:

1. GRANT OF ACCESS AND REPORTING. The Town hereby grants to Atlantic Richfield, including its authorized representatives, the right to enter the Town Roadways to conduct the Phase 1 VCUP Road Sampling Work on the Town Roadways depicted on Exhibit 1 in accordance with the specifications set forth in the 2023 Phase 1 Work Plan (hereinafter the “Work”). The Town warrants and represents to Atlantic Richfield that to the best of the Town’s knowledge, it possesses ownership interests in the Town Roadways sufficient to grant such access to Atlantic Richfield. Atlantic Richfield shall provide the Town, either in writing or verbally, with at least 24 hours’ notice prior to first commencing the Work on Town Roadways. Atlantic Richfield will make reasonable efforts to minimize inconvenience to the Town during its Work and coordinate with the Town to address concerns the Town may have about the Work. Atlantic Richfield will timely provide the Town with documentation containing the sampling results as soon as practicable after all the Work is completed and all resulting analytical data have been validated in accordance with Section 2.6.1.2 of the 2023 Phase 1 Work Plan.

2. INDEMNIFICATION OF TOWN. Atlantic Richfield agrees to indemnify and hold harmless the Town from any and all actions, claims, damages, losses, liabilities, or expenses, including but not limited to damage to property or for loss of use of property (“Liabilities”), which may be imposed on or incurred by the Town as a result of Atlantic

Richfield's negligent, wrongful acts or omissions while on the Town Roadways to conduct the Work, except to the extent that such Liabilities result from the negligent acts or negligent omissions of the Town. Provided that the Work is conducted without negligence or wrongful acts or omissions by Atlantic Richfield, in compliance with this Agreement and in compliance with all applicable laws, the Town and Atlantic Richfield agree that the Work conducted pursuant to this Agreement shall not give rise to a claim for indemnification under this provision. Notwithstanding the foregoing, Atlantic Richfield agrees to release any claims against and to indemnify and hold harmless the Town from Liabilities arising from any offsite disposal of any wastes or hazardous substances by Atlantic Richfield arising from the Work.

3. COVENANT NOT TO SUE AND RELEASE. The Town covenants not to sue Atlantic Richfield, and releases Atlantic Richfield from any liability, for actions, claims, demands, losses, damages, expenses, injunctive relief, indemnification or any other relief or liabilities, including, but not limited to, damages to property or for loss of use of property, arising out of or related to the planning, implementation, or performance of the Work, provided that the Work is conducted in accordance with the 2023 Phase 1 Work Plan and the terms and conditions of this Agreement. This covenant not to sue and release does not include claims for breach of this Agreement or for indemnification pursuant to Paragraph 2 of this Agreement.

4. NOTICE. All written notices pertaining to this Agreement shall be sent to the Town and Atlantic Richfield at the respective addresses below. Either the Town or Atlantic Richfield may designate a different address for receipt of notice by providing written notice of such change to the other.

To Atlantic Richfield: Mike McAnulty
317 Anaconda Rd
Butte, MT 59701
(907) 355-3914
mcanumc@bp.com

To the Town: Chauncey McCarthy, Town Manager
Town of Rico, CO
PO Box 9
2 Commercial Street
Rico, CO 81332
(970) 967-2863
townmanager@ricocolorado.gov

5. TRAFFIC CONTROL AND RESTORATION OF PROPERTY. Atlantic Richfield shall take reasonable steps to avoid disrupting the flow of traffic on Town Roadways while the Work is being performed. Any damage to the Town Roadways caused by the Work shall be immediately repaired to conditions existing prior to the Work. Atlantic Richfield may photograph the Town Roadways prior to and upon completion of the Work to document and obtain a fair and accurate representation of the condition of the Town Roadways.

6. MISCELLANEOUS.

a. Effect of Agreement. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Town and Atlantic Richfield and their respective assigns and successors in interest.

b. Negation of agency relationship. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between the Town and Atlantic Richfield. Neither the Town nor Atlantic Richfield is authorized to act on behalf of the other in any manner relating to the subject matter of this Agreement.

c. Termination. This Agreement will terminate two years after the date this Agreement is signed by the Town and Atlantic Richfield, provided that paragraphs 2, 3 and 6.a shall survive such termination.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

e. Construction. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

f. Entire Agreement. This Agreement embodies the entire agreement of the Town and Atlantic Richfield with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may be modified only by a written agreement signed by the Town and Atlantic Richfield.

IN WITNESS WHEREOF, the Town and Atlantic Richfield have executed this Agreement effective as of the date first written above.

Town of Rico

Atlantic Richfield Company

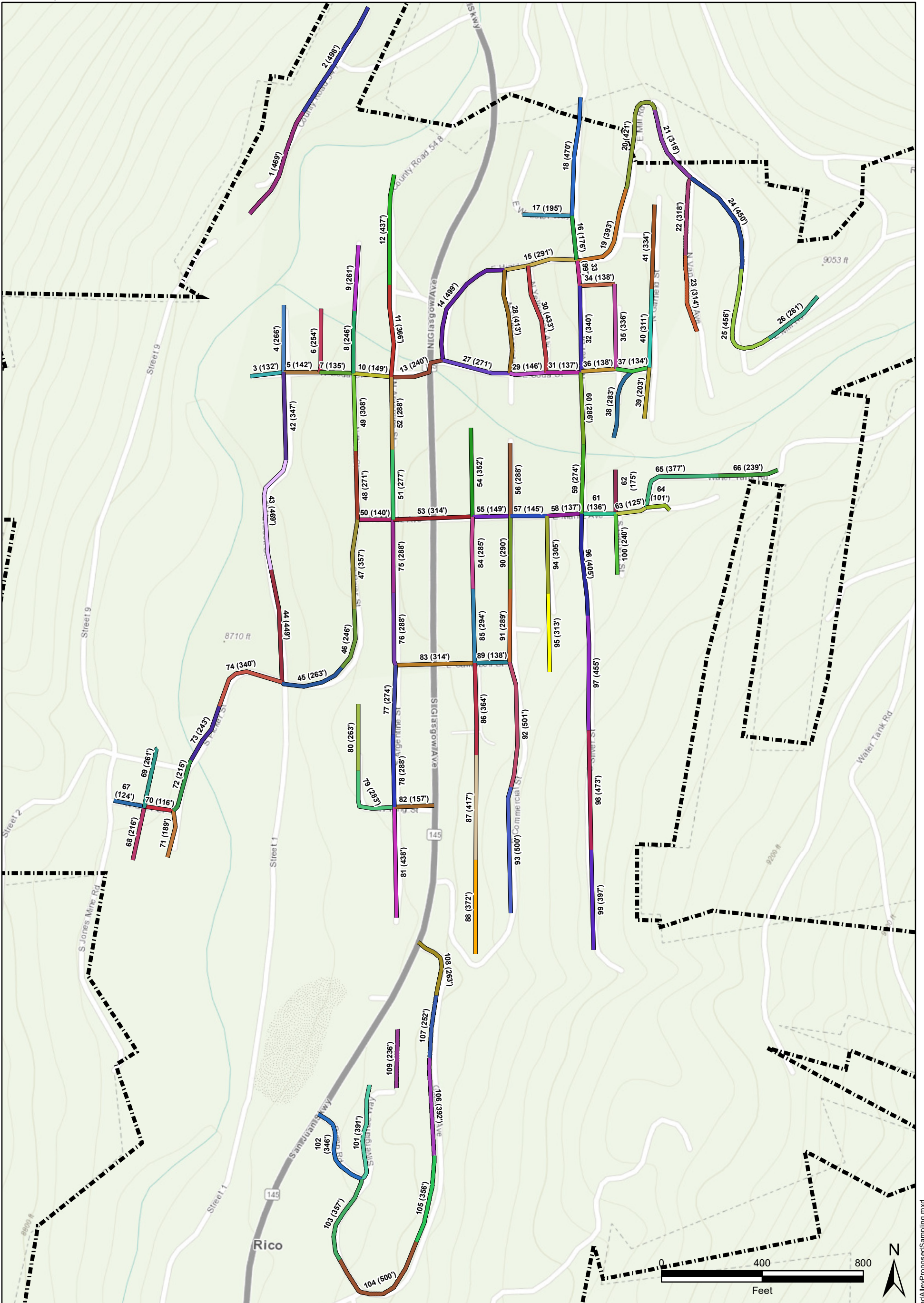
By: _____

By: _____

Title: _____

Title: _____

EXHIBIT 1
TOWN ROADWAYS MAP



Legend

- Segment Delineation
- Town of Rico Boundary

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c)

RICO, COLORADO

FIGURE 1

ROAD SEGMENTS TO BE SAMPLED

DATE: JUL 13, 2023

BY: DKG

FOR: BGH



To: Rico Board of Trustees

From: Rico Bedrock, LLC

Date: September 13, 2023

Re: Condominiumization of Bedrock Lot 6

Following up on our letter to the Rico Board of Trustees on July 10, 2023, we would like to discuss the status of Bedrock Lot 6 and attempt to get a clear (and hopefully expeditious) path forward to proceed with condominiumization. Our timeline for completion of the development is on track, targeting occupancy by the end of 2023. We recognize that there have been some questions about our timing and have attached a project timeline to this letter. Also, please note that the week of October 9 will be a very active and exciting week for Bedrock Lot 6 as all the building modules are scheduled to start being delivered and set on-site. The development will shift from mostly horizontal work to near completion of the vertical work.

In order to sell the units prior to the end of the year, we need to get the condominium process started. We are drafting the condominium documents now and as noted in our prior letter, we will be able to submit the condominium map and declarations in early October. The expedient sale of the units is a significant financial imperative for our company as the carrying costs for the project, given the interest rate environment, are very high. Our mission is to build “affordable,” workforce housing and every day of delay in our ability to sell the units will cause us and/or our buyers meaningful hardships and increased costs.

While there is a clear financial need to create condominiums and sell the units, we also believe that the condominiumization of Bedrock is a positive action for the Town of Rico. As we have worked on the development over the past year, several current Rico residents have approached us, hoping that the units will be for sale vs for rent. Over and over, we have had requests to buy vs rent to help provide housing stability and equity opportunities. Additionally, while it might not be the case for every unit or occupant, we believe that owner occupied condos have a greater chance of yielding occupants that feel a sense of pride and care about the ownership of their unit. We believe that these occupants have a greater likelihood of wanting to be a part of and contribute to the Rico community.

Thank you for allowing us to engage in a discussion on September 20. There are a few interrelated items we would like to raise.

To start, we acknowledge that the Bedrock CPUD, section 5.10, along with the RLUC, section 506.1.E currently require that we submit an additional subdivision application to create separately owned units within a multi-family structure on Lot 6. Just to be clear, we do not need to create new units – they are all approved and are being constructed at this time on Lot 6. We simply need to divide structures on one approved lot into condominium units, to create legally identified units that can be sold.

Discussion items: Everything that is required in the RLUC subdivision process (for example slope studies, conceptual plans, constraint maps, etc.) has been supplied, approved, and addressed by the submittal of the large-scale subdivision to initially create the Bedrock Subdivision, along with the more recent approval of building plans for the under-construction units. Other than a condo map and declarations to create the legal structure for each unit, all the required submittals have been submitted and approved. Additionally, there does not appear to be any process for creating condominiums in an already approved structure, on an already approved lot, in the RLUC. From our experience, many other jurisdictions have a specific set of condominium conversion/creation procedures, which usually constitutes a staff review of condominium maps and declarations.

Question: We are asking the Board to give guidance on waiving the requirements of the subdivision process other than submitting a condo map and declaration to create the condo maps for the already approved subdivision and structures pursuant to RLUC section 518 which allows for such discretion and waivers. This will save all of us the time of rehashing the same, previously approved materials. Nothing has changed as it relates to the requirements for the original Bedrock subdivision of Lot 6.

1. As it relates to the subdivision process, again RLUC section 506.1.E, the need to create condominiums on Lot 6 only impacts one lot, not all of Bedrock. We do not need to subdivide Lot 6, only create a condominium map and related declarations for the units on Lot 6.
Question: If the subdivision procedures are applicable, will the Board deem that the application of the RLUC subdivision process be a Minor Subdivision? (Section 514.1: Minor Subdivisions include: A. The division of one lot or parcel of land which creates not more than three lots;) Though this term still does not match the actions we want to take, the scope is more closely aligned with our needs.

2. Upon review of the RLUC, we cannot find any guidelines for the creation of condominiums other than the Subdivision Procedures which do not really address the nature of creating condominium units. If we were to follow all the Subdivision Procedures which have already been reviewed and approved through the Bedrock Subdivision approval, we still will not have addressed the condominium formation topic. With the lack of condominium regulations addressing the creation of condominiums for previously approved structures in the RLUC, we are looking at the full subdivision regulations, which are as noted above, not applicable to the simple creation of condominium units.
Question: Because the Town does not seem to have specific condominium formation procedures, would the Town be willing to create such procedures in its RLUC? (or have we overlooked these requirements in the RLUC or otherwise online?)
Discussion: If the town does not have condominium creation procedures, could we be helpful to the Town in creating a process for the conversion/creation of condominiums? We could pull together the procedures for regional towns that the Board feels are comparable and use one or a mix of those procedures for new regulations and for our application.

3. Regarding the current subdivision moratorium, we understand that the Board of Trustees has extended the moratorium until the end of the year on accepting new applications for major or

minor subdivisions while the town explores its options for water system improvements. We understand and appreciate the reasoning behind the moratorium.

Question: Will the Board deem that the moratorium NOT apply to our condominium request based on the notes above and potentially the discussion on September 20, that the procedures contained in the minor and major subdivision process do not contain specific steps related to the creation of condominiums on one lot?

- The condominiumization requires the creation of a condo map and declarations submitting the property to a community common ownership structure and otherwise is simply a shift in the future ownership structure of the development, not a new subdivision application or the creation of new units.
- The condominiumization is not a new development that impacts the water system for Rico as the subdivision is already approved, the units are already approved to be built with construction underway (nearing completion) that will be online and useable regardless of whether they are condominiumized or not. Therefore, the purpose of the moratorium is in no way impacted by allowing the condominiumization of this project.

We look forward to discussing this matter with you and are happy to answer any other questions you have about the development.

Project Construction Schedule

As of 9/13/23

	Start Date	End Date	June	July	Aug	Sept	Oct	Nov	Dec	
Building Footer Install	6/5/23	9/22/23	■							
Building Retaining Wall	7/20/23	10/20/23		■						
Water Line Install	9/18/23	9/22/23				■				
VCUP Activity	Ongoing	11/3/23	■							
Garage Framing	6/26/23	9/29/23		■						
Module Delivery	10/1/23	10/13/23					■			
Septic Install and Signoff	10/1/23	10/27/23					■			
Connections and Interior Finish Activities	10/16/23	11/24/23						■		
Stair and Deck Install	10/16/23	11/24/23						■		
Roofing Install	10/16/23	11/24/23						■		
Certificate of Occupancy		11/30/23							★	



The Clix Group LLC
2265 Lee Rd Suite 101B
Winter Park, Florida 32789
info@payclix.com

Hello,

Thank you for your interest in our online payment system. PayClix is fully integrated with the RVS Software and in this Proposal you will find a detailed description of our the Programs, Pricing & Features that we have available for your Utility.

PayClix not only works with Utility Softwares, we also offer our services to a wide variety of Business Markets such as Property Management Companies, Municipalities (*Payment for the City*), Country Clubs, Law Firms, Debt Collection Agencies, Accounts Payable/Receivable and more.

PayClix has been in the payment processing arena since 2004 and has processed over \$600 million dollars of online payments during that period. PayClix is a Simple, Secure & Fast online payment system. We have multiple options and packages available for you to choose from, that best suits your Business needs.

Sincerely,

A handwritten signature in blue ink that reads "E. Hall".

Edward Hall

Owner/Managing Member

Proposal to Utility - RVS Software

PayClix is fully integrated with the *RVS Mosaics* Utility Billing Software and our integration enables the Utility districts to be able to Import their Customers information database to our servers for their e-billing and to be able to make their payments online.

Here are some of the features that we offer to the Utility and their Customers:

- The Customers can Review their Bill Statement Online
- The Customers can make their payments **Online** or over the phone through our **IVR (Automated Pay by Phone System) 24/7**
- The Customers can make their payments over the phone with a **Live Representative** during our regular Business Hours. We offer **Bilingual** Customer Service - *English & Spanish*.
- The Customers can enroll in Automatic Payments (*JITAPS*)
- The Customer can make a Volunteer Donation to the Fire Department and/or other Causes
- The Utility is able to access their PayClix Administrative Account to Upload Bills, Download Payments & Run Reports at any time.

Initial Setup

RVS has two different Versions: the RVS **Lite** Version & RVS **Full** Version. Here below are the differences between these two versions:

RVS Lite Module

If cost is a factor and you have a small number of connections (*less than 800*), then you may be interested in the **RVS Lite** option.

With this Lite Version, the Utility is able to transfer your Customer's Billing Information from RVS to PayClix and this will allow your Customers to be able to receive their ebill via email (*if they have an email on file*) and also review their bill Online.

The RVS Lite Version does not allow the Utility to import a PayClix Payment File to RVS , therefore, once a Customer makes a payment through our system, you will receive an instant email Notification and you would have to Manually apply the payment on their RVS Account, individually. You don't necessarily need to apply the

payments each time you receive a Payment email notification, with PayClix you have the ability to run a detailed report of the transactions that took place on a specific date range at any time.

For this Lite Version, you would have to pay an Initial Set up Fee directly to RVS of **\$250** and a separate Initial Set up fee of **\$125** directly to PayClix.

RVS Full Module

With this Full RVS Version, the Utility is able to transfer your Customer's Billing Information from RVS to PayClix and this will allow your Customers to be able to receive their ebill via email (*if they have an email on file*) and also review their bill Online. - (*same as Lite Version*)

Now, the difference AND advantage of this **Full** RVS Version compared to the **Lite** Version, is that instead of you having to manually apply each individual payment on RVS, you can just generate a Payment file on PayClix, then upload it to RVS and it will automatically update all the accounts where there was a payment made. This definitely saves you time and effort, as it is all done in a batch, instead of individually.

For this Lite Version, you would have to pay an Initial Set up Fee directly to RVS of **\$750** and a separate Initial Set up fee of **\$250** directly to PayClix.

Monthly Fees

The **First Step** is deciding which Payment Methods the Utility wants to Accept from their Customers. We offer 3 different options:

ACH/eCheck <i>(electronic check)</i> -ONLY-	Card Payments -ONLY- <i>(Visa, MasterCard, Discover)</i>	ALL Payment Types <i>(Visa, MasterCard, Discover & eCheck)</i>
\$9.95 per month	\$24.95 per month	\$29.95 per month

* You can also accept **American Express** Card payments from your Customers for **\$5 extra a month**.*

Here are some Examples:

- If the Utility wants to Accept **eCheck** (*electronic check*) payments **ONLY**, they would only pay **\$9.95** a Month to PayClix.
- If the Utility wants to Accept **Card** payments **ONLY**, they would pay **\$24.95** a Month to PayClix.
- If the Utility wants to Accept both, **eCheck & Card** payments, they would pay **\$29.95** a Month to PayClix. (*This is our Most popular choice, as it allows the Customers to use more than 1 payment method!*)

This is a standard Monthly fee that PayClix will collect from the Utility. If the Utility decides to change the package they chose initially, we can review the account and assist with any changes.

Other Transaction Dependent Fees:

NSF/Returned Check Fee	\$5 per incident
Chargeback	\$35 per incident
PCI Non-Compliance Fee* <i>*We offer full support with completing the PCI Compliance questionnaire through our portal. This fee is only charged if you do not complete the questionnaire.*</i>	\$79.99 per month

Transaction Fees

Now that the Utility has decided which payment methods they will Accept from their Customers, we can move on to the **Second Step**, which is selecting the Payment Program for the **Transaction Fees**.

We offer 3 different Program options:

1) Customer Pay - If cost is a factor and the Utility is unable to cover for the Transaction fees, this is the program for you. If you select this option, the Customer's will be responsible for paying the Transaction Fees, which are:

- **ACH/eCheck** (*electronic check*) - **.99¢** (Flat Fee) - *per transaction*
- **Cards** (*Visa, MasterCard, Discover*) - **3% + .30¢** (of the amount paid) - *per transaction*

If this option is selected, The Utility will NOT be charged for the Transaction Fees, only the standard PayClix Monthly Fee. *(based on the Utility's selection)*

2) Utility Pay (Emerging Markets Program) - If the Utility is able and willing to pay the Transaction fees, this would be the best program. The *Emerging Markets Program* applies to Utility Companies and this program caps the base rate assessed to a card payment regardless of the card issuer.

The fees offered under the *Emerging Markets Program* are significantly lower than normal credit card fees and make the offering of card payments a lot more reasonable to Utilities.

Here are the Fees:

- **ACH/eCheck (electronic check) - .99¢ (Flat Fee) - per transaction**
- **Cards (Visa, MasterCard, Discover) - Up to a maximum of .75¢ (this is capped charge) + .5% (interchange fees) + .30¢ - per transaction**

Please keep in mind that the Emerging Markets program only caps rates that apply to Consumer credit cards, and do NOT apply to Business credit cards. If you have a higher number of business accounts, then the Emerging Markets program may not be the program option for you.

If this option is selected, The Utility WILL be charged for the Transaction Fees associated with the *Emerging Markets Program* AND the standard PayClix Monthly Fee. *(based on the Utility's selection)*

3) Hybrid Option - We designed this option for Utilities that would like to help with a portion of the costs of the Transaction Fees. With this Hybrid option, the Utility typically pays for the **ACH/eCheck (electronic check)** transaction fees and the Customer pays for the Card Transaction fees.

This flexible option helps to encourage Customers to make their payment online, with a Free payment option; so if for instance a Customer wants to pay online with a **Card** and they are not happy with the additional Transaction Fee, they at least have an alternative and **Free** option to pay their bill Online with an **eCheck (electronic check)**.

If this option is selected, The Utility WILL be charged the **.99¢ eCheck (electronic check) Transaction Fee (per single transaction)** AND the standard PayClix Monthly Fee. *(based on the Utility's selection)* - All Card payment Transaction Fees will be charged to the Customer.

Other Features

In-office Payments

Since PayClix is 100% based online, the Utility Staff is also able to process their Customer's payments right from the Office, the same way that the Customer's can make their payment online or over the phone with us.

Let's say a Customer calls your Office, or Walks in wanting to make a payment:

The Utility office staff is able to manually enter the Customers payment details and process the Customer's payment in our system and a printable copy of the receipt is instantly available.

We also offer a '**Virtual Terminal**' feature that allows you to swipe the Customer's Card, instead of having to manually enter the information. You would need to have a Card swipe device that connects to your computer, to be able to process the payment data. PayClix does not currently provide the Utility with the Card swipe device. This Virtual Terminal Feature is included in the package at no extra cost.

Automatic Payments

PayClix also offers Automatic Payment Service, which we call **JITAPS** (*Just in Time Payments*). This feature allows the Customers to enroll in automatic payments, where the payments are automatically deducted from their Bank Account or Card each Month. This option is optional and the payments are always automatically drafted **1 Day** Before the billing Due Date, for the full amount owed in the Account (*Based on the last billing upload - RVS Billing Information*).

RVS Billing Archive

We also offer the RVS Billing Archive feature, which is an extension to our regular PayClix online payment system. This feature allows the Utility to upload their Customers Account billing and payment history, which will allow the Customers to have access to their entire billing and payment history online!

This Archive feature is an add-on-to PayClix and it would be an additional Monthly charge to the regular package the Utility selected. For Small Utilities (*less than 750 Accounts*) the cost is **\$5** and for Large Utilities (*more than 750 Accounts*) the cost is **\$10**.

Bilingual Customer Service

We also offer Bilingual Customer Service (**English & Spanish**), to be able to expand our service to a wide range of Customers and make sure they feel comfortable and secure when paying for their bill.

We have Live Customer Service Agents that are available **Monday through Friday**, from **9am to 5pm ET**.

The Customers can also make their payments through our **IVR** (*Automated Pay by Phone System*), which is also available in both Languages (*English & Spanish*) available **24/7**.

Accept/Reject

Our patent-pending **'Accept or Reject'** technology allows the Utility to have complete control over payments made to their business. Our state of the art technology allows a customer to submit a payment to the Utility and the payment is held until you make the decision to either **Accept it or Reject it**.

The days of unidentified funds being deposited to your account, or needing to process a refund for money that shouldn't have been accepted are long gone! Our system helps you stay in control of your Business, saving you time, money, effort and making your customer service excel.

Multiple Accounts

We understand that there are Businesses that not only manage the Utility department, but also manage Municipalities, or even other Utilities; therefore, we have a feature that allows you to add multiple Accounts to manage on PayClix.

If you add a new Account and decide to use the same Bank Account for all payment fundings, there is NO extra charge; however;

If you decide to use a separate Bank Account for the payment fundings, there is an additional charge, which would be the standard PayClix Monthly Fee.

Please contact us directly for more information and details about this Feature.

Supplier/Contractor Payments

PayClix isn't just about processing online payments, we can also send payments on Your behalf. If you need to pay Suppliers, Contractors or need to make non-W2 reimbursements, PayClix can be your solution.

To get started, all you need to know is the name, email address and the amount you wish to send to someone!

Data Capture

If you are wanting to add some online forms to your website for capturing customer data such as connection/disconnect requests, we can also provide you a customized form to allow you to capture and receive that information online.

Thank you for reviewing our Proposal! We hope that you like all the features and options that we have available for your Utility. Please feel free to contact us with any questions or to request additional information at **866-PAYCLIX (729-2549)** or send us an email to faviles@payclix.com or sales@payclix.com .



Request for Proposal For Credit Card Processing Services

Prepared For: Town of Rico

Description: Integrated Credit Card Processing Services

Software Vendor: *RVS*

Contact: Chauncey McCarthy

Number: (970) 967-2863

Email: townmanager@ricocolorado.gov

Meters: 275

Integration: RVS

Card Readers: 1

Nexbillpay

2416 Green Springs Hwy

Birmingham, Alabama 35209

Tel: 800-639-2435 Fax: 205-290-0450

www.nexbillpay.com

September 7, 2023

Mr. McCarthy,

It is Nexbillpay's intention to provide you with the bottom-line results that you demand along with the quality of service you expect. Additionally, Nexbillpay provides customized reporting that automatically gives your staff the tools needed in managing your payments 24 hours a day, 7 days a week in real time.

Nexbillpay is an Alabama company with its main office located in Birmingham, AL. Since starting the Municipal Division in 2009, Nexbillpay has been providing payment processing services for municipalities and utilities of all sizes.

Nexbillpay will utilize a full spectrum of options to help the Town of Rico meet their business needs and goals. Advanced technology allows us to offer cloud-based bill presentment with credit card payment options for the utility and the consumer. Our platform is built to adapt to all third-party billing applications using the Nexbillpay Web Service API. This will enable billing software providers to access payment data in real-time increasing their software functionality and services. Nexbillpay has a large customer base, including more than 1000 current municipality and utility accounts.

We are eager to prove the many ways that Nexbillpay can help your municipality control cost well into the future. Thank you again for your interest in Nexbillpay and for the opportunity to do business with the Town of Rico.

Sincerely,

Grant Weldon

Grant Weldon

Relationship Manager

2416 Green Springs Hwy.

Birmingham, AL 35209

1-800-639-2435 ext. 3055 Fax: 866-561-3710

Nexbillpay Automated Payment Platform

RVS software integrates to Nexbillpay and provides an easy-to-use system for RVS' customers and their payers. Time and time again, implementing our solutions has resulted in significant cost and time savings. The Town of Rico and its customers would receive the following benefits from implementing Nexbillpay. (If Applicable)

- **Your customers have access to an extensive Customer Portal to view and/or pay bills:**
 - View 24 months of billing and payment history (if paid through NBP)
 - Store bank account and/or credit/debit card information – Nexbillpay handles all PCI and NACHA compliance
 - Consumer usage/consumption monthly data
 - Payment history
 - Sign up for Auto-Pay and/or payment notifications by SMS text message or email.
 - All of these options improve your ability to provide services 24/7
- **Improve communications with consumers by offering a comprehensive E – payment platform:**
 - E-mail reminders, 3 per bill
 - SMS text messages reminders
 - Auto-Pay/Scheduled payment reminder
 - NSF/rejection notification
 - Credit card expiration (if the credit card on file has expired)
- **Web and Mobile Payment Options**
 - One-time only and/or Quick pay
 - Log in and pay each month
 - Auto-Pay
 - Linked Accounts: pay multiple bills at once for multiple properties, manage all accounts through one interface
 - Accept payments in any manner (depending on each department)
 - Online, IVR, Point of Sale, Mobile
 - Using Nexbillpay will give you a single source of reconciliation on the back end for all payment types
- **IVR Phone Payment Options**
 - Designated 800 #
 - Available 24/7
 - Store bank account and/or credit/debit card information – Nexbillpay handles all PCI compliance
 - Check current balance, past due balance, previous payment amount, last payment date, due date
 - English or Spanish Options
 - Receive text message confirmations
- **Paperless Billing**
 - Save money on print/mail and increase consumer adoption and satisfaction
- **Access to extensive administrative features in the Biller/Admin Portal:**
 - Reconciliation Tools
 - Access payment data in real time with time stamps
 - Search and locate any payment, regardless of where it was made (counter, web, IVR)
 - Notify customers with outbound SMS text messages & automated phone calls for bill reminders
 - Increase customer satisfaction, awareness, communications, collections and on time payments
- ***** Text 2 Pay *****
 - Enroll 24/7
 - Receive a short SMS text message w/bill amount
 - Store preferred payment method
 - Reply ALL to initiate bill payment from the preferred payment method
 - Encourages on-time, hassle-free transactions to avoid late fees
 - Eliminates the need to open a browser or log in to a user account... Pay in Seconds



I. Proposed Fee Schedule – EBPP (Online) Convenience Fee Model

Online Payment Portal – Visa /MC/Discover/Amex	
Credit/Debit Card	\$0.01 - \$250.00
<i>Fee</i>	\$2.95
	\$250.01 - \$5,000.00
	2.75%
E-Check	\$0.01 - \$5,000.00
<i>Fee</i>	\$2.00

II. Proposed Fee Schedule – Point of Sale V-Terminal Convenience Fee Model

Point of Sale VTerminal – Visa /MC/Discover/Amex	
Credit/Debit Card	\$0.01 - \$250.00
<i>Fee</i>	\$2.95
	\$250.01 - \$5,000.00
	2.75%

III. Proposed Fee Schedule – IVR (Pay by Phone) Convenience Fee Model

IVR Pay by Phone – Visa /MC/Discover/Amex	
Credit/Debit Card/E-Check	\$0.01 - \$250.00
<i>Fee</i>	\$2.95
	\$250.01 - \$5,000.00
	2.75%
E-Check	\$0.01 - \$5,000.00
<i>Fee</i>	\$2.00

Funding

Nexbillpay will deposit funding into all designated bank accounts for each department within 24-48 hours after each successful settlement.



__1.0 Nexbillpay set up cost:

Online Bill Presentment and payment platform	\$0.00
Point of Sale (POS) Virtual Terminal payment platform	\$0.00
IVR Automated Phone Payment System	\$0.00
Paperless Billing	\$0.00
Alerts	\$0.00

2.0 RVS One Time Set Up Fee Cost:

RVS Lite Integration (We cover this cost with RVS) ~~\$125.00~~

OR

RVS Real Time Integration \$995.00



Nexbillpay Alert: (Boil Water Notice, Water Main Breaks, Emergency Notification, etc...)

Service	Cost
NEXBILLPAY ALERT Per SMS Text	\$0.10/USER UNLIMITED
NEXBILLPAY ALERT Per Outbound Call	\$0.10/USER UNLIMITED
NEXBILLPAY ALERT Per Email Sent	\$0.00/USER UNLIMITED
NEXBILLPAY ALERT Setup Fee	WAIVED
NEXBILLPAY ALERT Monthly Fee	WAIVED

Nexbillpay Bill Pay Reminder/Shut off/Disconnect Notice.

Service	Cost
NEXBILLPAY ALERT Per SMS Text	FREE
NEXBILLPAY ALERT Per Outbound Call	FREE
NEXBILLPAY ALERT Per Email Sent	FREE
NEXBILLPAY ALERT Setup Fee	WAIVED
NEXBILLPAY ALERT Monthly Fee	WAIVED

Proposed Fee Schedule – Paperless Billing

******Remove the clutter and lower cost in delivering utility bills! Better security, more efficient, increase payments and customer satisfaction guaranteed! ******

Service	Cost
Cost	UNLIMITED \$0.10/USER



NEXBILLPAY - RVS INTEGRATION

Client: Town of Rico Project/Date: September 7, 2023

INTEGRATION	VERSION
<p>NEXBILLPAY - RVS One Time License</p> <p>Auto export from RVS to Nexbillpay The frequency of automated information from RVS can be adjusted at the discretion of the utility to update Nexbillpay more than just daily. (To include multiple times per day, hour, etc.)</p> <p>Auto import from Nexbillpay to RVS of all successful payments made. These payments upload to an Electronic Payments Page under the Alternate Menu Tab within your RVS billing system. Your utility is able to post (fully apply) these payments by date and by payment type (e-check or debit/credit card) against your customer accounts according to your standard reconciling and payment posting practices. Any payments made through our Real-Time Integration will automatically appear here under this tab and will remain until fully applied.</p>	<p>REAL - TIME \$995.00</p> <p>Included. With Real-Time customer account numbers (with current amount due, any past due balances, upcoming bill due date and usage information) are auto dropped from RVS to Nexbillpay without any manual functions required by your staff members.</p> <p>Included. With Real-Time the date / timestamp information for every payment made online (WEB), by phone (IVR), via text (SMS) or Autopay (AP) will include the transaction confirmation number (which mirrors the corresponding information provided to your customer) of each successful payment for easy reference and auditing purposes.</p>
<p>NEXBILLPAY - RVS One Time License</p> <p>Auto Export - Not Included. Manual Export from RVS to Nexbillpay required.</p> <p>Auto Import - Not Included. Manual entry of payments back into RVS.</p>	<p>LITE \$125.00</p> <p>Each time our system receives an exported file from your RVS billing system, we will populate the same information online and relay balance information from this file to your customers. The information that Nexbillpay presents to your customers will always be only as current as the information manually exported to us.</p> <p>The Nexbillpay admin portal reports will always provide the transaction confirmation numbers, payment amount made, and the payment method used, however these payments will have to be manually keyed by your staff members into RVS.</p>

SELECTED INTEGRATION: REAL-TIME LITE



Above Order Accepted and Approved By:

Signature: _____ Date: _____

Please sign, date and or fax proposal to 866-561-3710 or email to gweldon@nexbillpay.com

Nexbillpay, LLC

By/Title: Grant Weldon/Relationship Manager

**TOWN OF RICO
ORDINANCE NO. 2023-xx**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO AMENDING
THE SHORT-TERM RENTAL RESTRICTIONS AND LICENSING
REQUIREMENTS IN THE RICO LAND USE CODE .**

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, by Ordinance No. 2022-05, the Town amended the Rico Land Use Code to impose a license requirement for short-term rentals and remove short-term rentals from special use permit review; and

WHEREAS, on _____, 2023, the Rico Planning & Zoning Commission considered the amendments to the RLUC contained in this Ordinance at a duly noticed public hearing, and recommended the Board adopt the amendments; and

WHEREAS, the Town desires to preserve small town character while maintaining livability in accordance with the Rico Regional Master Plan by minimizing the adverse effects of short-term rentals on residential neighborhoods and the Town’s housing supply; and

WHEREAS, the Board desires to amend the RLUC §§ 456 and 457 to allow for submission of applications at any time, creation and maintenance of a waitlist, shortening the permit duration to one year, amending the fee schedule and increasing fine amounts; and

WHEREAS, the Board finds and declares that the amendments to the RLUC regarding short-term rentals set forth herein are proper in light of the needs and desires of the Town and in the promotion of the public health, safety, and welfare of the Town’s residents.

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 Rico Land Use Code shall be and is hereby amended as set forth in **Exhibit A** to this Ordinance, incorporated by reference hereto.

Section 3. 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 _____ 2023.

TOWN OF RICO, COLORADO

Nicole Pieterse, Mayor

ATTEST:

Anna Wolf, Town Clerk

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IMMEDIATELY ON _____ 2023.

TOWN OF RICO, COLORADO

ATTEST:

Nicole Pieterse, Mayor

Anna Wolf, Town Clerk

Effective Date: _____, 2023

EXHIBIT A

AMENDMENTS TO THE RICO LAND USE CODE

Additions shown in double underline; deletions shown in ~~strikethrough~~.

456. LICENSE PROCEDURES

456.1 Application Requirements. The owner shall submit the application on the form provided by the Town and shall pay the application fee. The nonrefundable application fee shall be ~~\$2500~~100 for an initial application and ~~\$1500~~75 for an annual renewal application ~~(including renewals pursuant to the lottery system)~~. Prior to issuance or renewal of a short-term rental license, the applicant shall pay the licensing fee. The licensing fee for a new short-term rental license shall be \$2500 and \$750 for renewal of an existing short-term rental license. Applications for renewal of a short-term rental license starting on January 1 shall be submitted to the Town no later than August 1 of the year preceding the renewal term.

456.2 Available Licenses, Waitlist. In the event that there are no short-term rental licenses available within the quadrant, as established by Section 454.3(a) above, in which the applicant's proposed short-term rental property is located, the applicant shall be added to a short-term rental license wait list. The Town shall create and maintain a wait list for this purpose for each quadrant.

(a) Priority for issuing a short-term rental license, when available in the applicable quadrant, shall be based on application date such that the applicant that has been on the wait list the longest shall be entitled to receive the next available license upon payment of the licensing fee.

(b) An applicant shall remain on the wait list until a license is issued to the applicant, or the applicant is otherwise removed from the wait list, whichever occurs first. An applicant shall be removed from the wait list for violation of the Short-Term Rental Regulations, or upon transfer of the applicant's proposed short-term rental property to a new owner.

456.3 Application Review, Referral, and Appeal. The Town Manager, in consultation with the Town Planner, shall review applications for short-term rental licenses for compliance with these regulations. The Town shall review applications during the month of August and shall issue license decisions no later than September 15. If the application is in conformity with the Short-Term Rental Regulations, the Town Manager shall issue a short-term rental license, if available, or add the applicant to the waitlist pursuant to Section 456.2 above, within thirty (30) days of submission. The Town Manager may, in his or her sole discretion, refer an application to the Board of Trustees if the application raises issues

on which the Board's input is necessary or desirable. If the application is not approved and the license is not issued, the Town Manager shall state in writing the reason(s) for the denial of the license. The applicant may appeal the Town's denial to the Board of Trustees within thirty (30) calendar days of issuance of the written denial decision.

456.4~~3~~ Issuance ~~and Term~~ of License, Initial Term and Renewal. All short-term rental units, except short-term rental dwelling units for which the Town has issued a special use permit as of the date of the ordinance adopting these regulations, shall require a license from the Town. Such license shall only be issued after the short-term rental application has been approved in accordance with the Municipal Code. The short-term rental license shall specify any terms and conditions of the license. All licenses shall be issued to the owner of the property. No natural person or business entity shall be issued more than one short-term rental license, nor shall the owner of an existing short-term rental dwelling unit as of the date of adoption of these regulations be issued a license for an additional short-term rental. Licenses shall not transfer with the transfer of property to a new owner: a change in ownership of the property shall necessitate a new application and issuance of a new license.

(a) Licenses shall be issued for an initial period ~~of two (2) years starting on January 1 commencing on the approval date~~ and shall automatically expire on December 31 of the ~~second~~ same year.

(b) The renewal period for each license shall be one (1) year starting on January 1 and shall automatically expire on December 31 of the same year.

~~456.4 Lottery System. If the number of new or renewal license applications submitted for an application cycle would lead to a total number of short term rental units in excess of the number allowed in Section 454.4 (including the total number allowed for any quadrant of the Town), the Town Manager shall issue licenses by random lottery. Such lottery shall not provide a preference to renewal applications over new applications. The Town shall refund the application fees, except for an administrative fee of \$50 which shall be retained by the Town, for applications not issued pursuant to a lottery.~~

456.5 Neighborhood Notification. Upon issuance of a short-term rental license, the property owner shall be responsible for mailing public notification of the license to owners of all real property within two hundred fifty (250) feet of any boundary or edge of the subject property or parcel. The property owner shall provide certification to the Town Manager that proper notice has been provided, including a signed affidavit.

456.6 Revocation of License. A short-term rental license may be revoked at any time by the Board following a hearing if the Town determines that the property is not being operated in compliance with this Short-Term Rental Regulations or any other Town ordinance. A short-term rental license shall be revoked automatically upon the property owner's third conviction in Rico Municipal Court of a violation of any provision in these

Short-Term Rental Regulations with respect to the short-term rental. An applicant whose short-term rental license has been revoked within the last two years shall not be allowed to apply for a new or renewal short-term rental license.

456.7 Tax Collection. A license holder who fails to collect any applicable taxes on a short-term rental, including but not limited to lodging tax, during the license period shall not be allowed to renew the license for the next two-year license cycle. Owners shall present documentation demonstrating the collection and remittance of taxes to the Town as part of the license renewal application.

457. PENALTIES AND ENFORCEMENT

457.1 Penalties for Violations. Any violation of the Short-Term Rental Regulations shall be subject to a fine of ~~two thousand two~~five hundred ~~fifty~~ dollars (\$~~2,500~~.00) for the first offense, ~~three thousand five hundred~~ dollars (\$~~3,050~~00.00) for the second offense, ~~seven four thousand hundred fifty~~ dollars (\$~~7504,000~~.00) for the third offense, and ~~one~~Five thousand dollars (\$~~51,000~~.00) for the fourth offense and all subsequent offenses. Each day's continuing violation shall be a separate and distinct offense.

-

Construction Rules and Regulations

A. Purpose

In order to ensure that any Construction Activity (as such term is defined below) conducted within the Town is done in the most sensitive manner possible and to minimize impacts to guests and Owners, the following Construction Regulations shall be enforced during the construction period. This document shall be known as the "**Construction Rules and Regulations**" and may be referred to herein as the "Regulations." These Regulations supplement the Design Guidelines, which are incorporated herein by reference. The Town has the power to amend these Regulations from time to time, without notice. Each Owner shall ensure that all Construction Activity that is performed on their Construction Site shall be performed in accordance with the following requirements.

B. Access and Parking

Construction Vehicles shall gain access to Construction Sites only from existing roads adjacent to the Construction Sites. Prior to commencement of construction, the Owner of a Construction Site shall submit as an element of the Construction Management Plan, a parking plan that indicates how contractor and employee parking needs will be handled. Parking will not be allowed, at any time, on Town roads without prior approval from the Building Official. Special safety precautions are necessary for the road including, but not limited to, safety cones, barriers and flaggers. Each parking plan shall describe:

- a) How and where Construction and Delivery Vehicles will be parked at the Construction Site during the Construction Activity; and
- b) The maximum number of Construction and Delivery Vehicles that will be parked at or adjacent to the Construction Site at any one time.

C. Blasting

No blasting shall be performed on any Site without the Building Officials prior consent. Notification shall be provided a minimum of 24 hours in advance of any blasting operations, and in all cases blasting shall occur only between the hours of 9:00 AM and 5:00 PM. Blasting may be subject to certain restrictions, which shall be determined by the Building Official in its sole and absolute discretion and which may vary from Site to Site.

D. Erosion Control and Vegetation Protection

The Building Official shall not approve any proposed Construction Activity unless and until it has first approved an erosion control and soil stabilization plan as a part of the Construction Management Plan.

The Owner of the Construction Site is responsible for preparing and submitting such plans.

E. Construction Equipment and Material Storage

Each Owner or Owner's Representatives and their contractors shall ensure that all construction material is stored in a designated materials storage area. Such storage area shall be indicated on the Construction Management Plan described above, and shall be located to minimize the visual impact from adjacent properties and roadways.

F. Debris and Trash Removal

Owners, Owner's Representatives, and their contractors shall be responsible for assuring that

- at the end of each day, all trash and debris on the Construction Site is cleaned up and stored in proper *covered* containers or organized piles and not permitted to be blown about the Site or adjacent property, and
- at least once a week, all trash and debris are removed from the Construction Site to a proper dumpsite located off the Property.
- Due to the abundant wildlife within the Town, all food trash must either be removed from the site at the end of each work day or the General Contractor must arrange for bear-proof trash containers to be available on-site.

All trash and debris shall be kept off the road right of way and adjacent property at all times.

G. Construction Hours & Noise

Any construction equipment operated upon a residential, commercial, industrial, or public premises during the time period between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M.; provided, however, that the operation of the construction equipment during the hours of seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M. shall not exceed ninety (90) decibels.

H. Deliveries

Construction Vehicles must obey all posted speed limits and traffic regulations within the Town. During winter months, construction and delivery trucks must be capable of traveling mountain roads and be 4 wheel drives or equipped with chains.

I. Field Staking

All building footprints, setback lines, and driveways, storage and lay-down areas shall be staked in the field. A licensed Colorado land surveyor shall stake the building footprint and setback lines.

J. Fire Protection

At least one 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the Construction Site at all times. Fire protection is the Owner's responsibility, but the Town recommends that the Owner or Owner's Representative establish additional fire protection, the handling of combustible materials and suppression measures as part of an overall Site safety program.

K. Prohibited General Practices

All Owners will be absolutely responsible for the conduct and behavior of their Owner's Representatives in the Town. The following practices are prohibited within the Town and will result in an automatic fine:

- a) Changing oil on any vehicle or equipment on the Construction Site;
- b) Allowing concrete suppliers and contractors to clean their equipment on any Town of Blue River lot, roadway, right-of-way, ditch, easement, or other property;

- c) Removing any rocks, plant material, topsoil, or similar items from any property of others within Town;
- d) Using disposal methods or units other than those approved by the Town;
- e) Careless disposition of cigarettes and other flammable materials;
- f) Careless treatment or removal of any native plant materials;
- g) Disruptive activity including, but not limited to, public drinking, public nuisances, and disturbing the peace;
- h) Working before or after the scheduled construction hours without prior permission;
- i) Driving trucks with uncovered loads the in the Town.

L. Roadway Maintenance

Owners and their contractors and sub-contractors shall keep all Town roads and road rights-of-way free and clear of all materials, rubbish, and debris resulting from Owner's Construction Activity and shall repair and revegetate any damage to roads, road rights-of-way, landscaping, and other streetscape improvements within the Town caused by Construction Vehicles used in connection with Owner's Construction Activity. No road cuts, deletions, or additions shall be made without a permit from the Town Road Manager. Contractors must keep the Site driveway and all adjacent roads clean from dust, dirt, mud, and debris at all times. If a contractor fails to keep roads clean and if the Town must arrange for cleaning, the cost of cleaning will be billed to the Owner, care of the contractor, at a rate then set by the Town.

M. Sanitary Facilities

On-Site, enclosed, chemical toilets must be available at all times when Construction Activity is taking place on a Construction Site. Chemical toilets shall be screened from view and shall be located so as to minimize any adverse impacts on adjacent lots. In no instance shall chemical toilets be placed within any road right-of-way or on the road.

N. Signage

REQUIRED SITE SIGNAGE

One temporary construction sign not to exceed 20 square feet overall, prepared by a professional sign maker, shall be located within the Site boundary and shall be easily visible from the adjacent roadway or entry to the Site. The sign must conform generally to the layout shown below with only the name, address and telephone number of the developer, architect, contractor, project name, logo and location. All information listed must be shown in uniform type style and color.

<p>PROJECT LOGO AND/OR NAME Building Permit # Developer/Owner: [Name and Phone #] Architect: [Name] Contractor: [Name]</p>

O. Propane Heater Policy

The following procedures and guidelines must be followed when using propane heaters:

- Heater, tank and line shall be inspected prior to each use for leaks, improper fittings or faulty igniters. Faulty heaters shall be turned in to the construction trailer for repair
- Heaters shall be placed on a level noncombustible surface. If used on a wood subfloor the heater shall be placed on a minimum 4'x4' piece of fire rated drywall or concrete board.
- The heater hose shall be extended straight out from the heater to the propane tank maintaining maximum distance from tank to heater.
- The heater shall be placed in the center of the room. If you are unable to place the heater in the center of the room with the hose fully extended from heater to tank then the room is too small.
- Do not use heaters in hallways, closets, bathrooms, under stairs or in crawl spaces.
- Propane heaters shall not be left running overnight or unattended without prior written approval from the Project Builder. The DRB Administrator or Public Safety Department must be notified of any propane heaters that will run overnight.
- Subcontractors who need the use of propane heaters must contact the Project Builder.
- Propane heaters and tanks shall be stored no closer than 15' to roads or traffic areas.

PERMIT NUMBER: _____
 SITE ADDRESS: _____
 CONTRACTOR & PHONE NUMBER: _____
 CONTRACTOR ADDRESS: _____
 PROJECT SUPERVISOR & PHONE NUMBER: _____

PLEASE INITIAL EACH SECTION, INDICATING THAT YOU UNDERSTAND AND ACKNOWLEDGE EXPECTATIONS AND REGULATIONS. **INCLUDE ANY NECESSARY ADDITIONAL INFORMATION FOR EACH SECTION; PUT N/A IF NOT APPLICABLE.** PLEASE PROVIDE COMPLETE INFORMATION AND **ANY SUPPORTING DOCUMENTATION REQUIRED** AS INDICATED BY THIS DOCUMENT.

ATTACH A MAP WITH LOCATION OF PARKING, DUMPSTERS, ETC. SEE LINKS BELOW

FOR AERIAL IMAGES PUBLISHED BY SAN MIGUEL COUNTY: <https://maps.sanmiguelcountyco.gov/viewer/index.html?viewer=Advanced>

FOR AERIAL IMAGES PUBLISHED BY GOOGLE: <https://www.google.com/maps/@37.9262379,-107.8407444,4194m/data=!3m1!1e3>

1. **HOURS OF OPERATION:** Approved work hours in the Town of Mountain Village are **7:00 a.m. to 6:00 pm Monday through Saturday**. Work is **Not permitted on Sundays and solidays**. **INITIALS: ADDITIONAL INFORMATION:** _____

2. **PARKING:** If vehicles will be parked on **private driveways/property**, please note in “**additional information**” section below. Vehicles to be **parked off the privately owned property** associated with the project (**this includes public ways, rights-of-way, easements, etc.**), an approved **CONSTRUCTION PARKING AGREEMENT** with the Town of Mountain Village shall be obtained **prior to parking** in said locations. Vehicles shall not block reasonable public access or safety vehicle access. Vehicles shall remain in designated areas as shown on APPROVED site plan and within paid and permitted permit parking areas. Vehicles are not permitted to be left overnight. **INITIALS: ADDITIONAL INFORMATION:** _____

3. **FENCING:** Limits of disturbance fencing shall be chain link, six feet tall, and covered with green mesh fabric. Fencing shall be installed **prior to PERMIT ISSUANCE**. Fencing shall remain in place until final approval is given to remove. **INITIALS: ADDITIONAL INFORMATION:** _____

4. **EROSION CONTROL:** Silt fencing, straw bales, sediment traps, temporary berm’s and all erosion control measures shall be done in compliance with the approved site plan and storm water management plan. Follow best management practices when wetlands are present. **INITIALS: ADDITIONAL INFORMATION:** _____

5. **DELIVERIES:** Deliveries shall be during **hours of operation** only. **Road closure permits shall be required prior to deliveries.** **INITIALS: _____**

ADDITIONAL INFORMATION: _____

6. **STOCKPILING & STAGING:** Stockpiling & staging shall be on site and **within** limits of disturbance fencing as indicated on the **APPROVED** site plan. INITIALS: _____

ADDITIONAL INFORMATION: _____

7. **TRASH MANAGEMENT & RECYCLING:** Construction site shall have adequate containers and trash removal. Containers shall be **covered at the end of EACH DAY. No food waste shall be placed in trash container.** All food waste shall be placed in **bear-proof poly cart.** All recyclable materials should be sorted. INITIALS: _____

ADDITIONAL INFORMATION: _____

8. **CONTROL OF DUST & MUD:** Daily mitigation required. Gravel shall be placed at ingress/egress to prevent mud and dirt from being tracked onto street. Water shall be on site to prevent dust. INITIALS: _____

ADDITIONAL INFORMATION: _____

9. **CONSTRUCTION SIGNS:** Construction signage shall be posted on site prior to permit issuance. The sign shall be in compliance with the Community Development Code temporary construction sign regulations and receive **Design Review approval prior** to installation on site. INITIALS: _____

ADDITIONAL INFORMATION: _____

10. **PEDESTRIAN PROTECTION:** When required to ensure public safety, pedestrian protection shall be designed in accordance with Chapter 33 of *2018 International Building Code* and the *Americans with Disabilities Act*. Details, engineering and location shall be **reviewed and approved prior to permit issuance.** INITIALS: _____

ADDITIONAL INFORMATION: _____

11. **PORTABLE TOILETS:** Portable toilets shall be located out of any public ways, rights-of-way and in a discreet location so as not to be visible from the street or neighbor's property. INITIALS: _____

ADDITIONAL INFORMATION: _____

12. **PLAZA SERVICES:** When construction activity is permitted in the plaza area, **notification of Plaza Services staff is required.** Deliveries, staging, vehicle access, pedestrian protection and signage shall be coordinated through the permit. INITIALS: _____

ADDITIONAL INFORMATION: _____

By signing this form, the responsible party(ies) acknowledges understanding of the above expectations and regulations and hereby agree to comply. This form shall serve as a notice that failure to comply with the above expectations and regulations will result in enforcement.

Contractor Signature: _____ **Date:** _____

Town of Telluride, Colorado Construction Mitigation Plan Manual



Effective

September 30, 2008

Revised June 2015

(Section Revised 4.2 Noise and new Section 4.4 Cranes 6/15)

Revised August 2, 2022

*(New Sections 1.3 Notice and Section 4.3 Holidays with resulting renumbering;
Sections Revised 5.1 Parking Management Form and Attachment A; and New
Attachment B)*

1. GENERAL

1.1. PURPOSE

The purpose of the Town of Telluride Construction Mitigation Plan Manual (“Manual”) is to ensure that the adverse affects of certain types of construction on surrounding properties and the town as a whole are mitigated.

1.2. APPLICABILITY

This manual shall govern the construction and development of all public and private projects in the Town of Telluride which disturb 500 square feet of property or greater or require demolition, improvement, or renovation (interior and/or exterior) of 400 square feet or greater within any twelve-month period.

1.3 NOTICE

At the time of building permit issuance for any new construction or additions that disturb 500 square feet or greater, notice of construction activity shall include posting of a sign on the site that includes the information shown in Attachment B. A sign with dimensions of 24 inches (24”) by 36 inches (36”) shall be prominently displayed on the site and readable from the public road. If the parcel is located on an alley, a second sign shall also be posted and readable from the alley. Signs shall be in place while the project building permit is active.

1.4 DEFINITIONS AND TERMS

Best Management Practices (BMP’s) shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce noise, air, and water pollution. BMP’s also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage.

Construction Impact(s) shall include excessive noise, excessive dust, any windblown trash, and excessive fugitive dirt, mud, aggregate, or concrete from clean out.

Construction Management Plan or Plan shall mean a Construction Management Plan is a combination of diagrams, documents, drawings, and specifications that clearly define the steps that will be taken to

demonstrate how the impacts to the community will be minimized, managed or mitigated.

Construction Mitigation Officer shall mean an employee of the Town of Telluride who is charged is to ensure that the requirements of the Telluride Municipal Code (“Municipal Code”) or Land Use Code are followed, including but not limited to the Construction Mitigation Plan requirements as established under Chapter 15, Article 11 of the Municipal Code.

Disturbance Area shall mean a portion of land where topsoil or native soils have been removed for purposes of construction (development).

Drainage plan shall mean a plan contained within the Construction Mitigation Plan that identifies, addresses and mitigates on-site and off-site impacts, changes and modification to historic drainage and seepage patterns caused by the project or any construction activity, including staging activity.

Final Stabilization shall mean that uniform vegetative cover has been established with a density of at least 70 percent of pre-disturbed levels.

Homeowner-Builder Construction Project shall mean a construction project that is being conducted solely by the property owner who lives on the same property on which the construction is occurring, with the homeowner-builder completing a vast majority of the required work rather than by hired subcontractors or contractors.

Off-site staging area shall mean any staging area not on the same lot, parcel or property as the project.

Staging area shall mean any area from which a project is staged or from which a project is partially staged and shall include on-site staging areas and off-site staging areas.

Tree Dripline and Protection Zone shall be defined as the longest branch of the tree as a radius from the center of the tree and make a circle. The circle is then defined as the dripline and thus is the tree protection zone.

Trash or construction debris shall mean any and all trash, refuse, junk, solid waste, recyclable materials, construction materials not used in the project, or other debris, which is produced during the construction of the project, including preparation for construction and cleanup after completion of construction.

Wetlands shall be as defined by the Telluride Land Use Code

1.5 VARIANCES

The Building Official, in consultation with the Planning and Public Works departments, may permit variances from these regulations provided the construction project will implement other best management practices that will minimize, manage or mitigate construction impacts at the same level as those set forth herein. An applicant seeking a variance shall submit a variance request concurrent with the submission of the required Plan and associated documents. Such application will include a narrative that explains how the alternative best management practice will minimize, manage or mitigate construction impacts at the same level or better than the required practices set forth herein.

1.6 CONSTRUCTION MITIGATION PLAN REVIEW PROCESS

The Plan shall be submitted to the Building Department and referred by the Building Official to the Planning Department and Public Works Department. The applicant shall revise the plan to address specific Town of Telluride concerns and approval of the Plan shall be completed prior to issuance of a building permit, or prior to commencement of construction or development, as applicable.

2. PROJECT CONSTRUCTION MITIGATION PLAN

2.1. SITE PLAN

The applicant shall submit a site plan for the project site and any off-site construction staging areas that clearly illustrate the following: fencing, dumpster(s), portable toilet(s), construction trailer(s), materials storage (laydown), concrete washout, and recycling container. This site plan shall also illustrate other required construction management or mitigation measures as provided for in this Manual. Such site plan(s) shall be drawn to scale.

2.2. DISTURBANCE AREA

Soil disturbance shall be kept to a minimum. Construction staging and phasing shall occur, where applicable, to minimize soil disturbance time.

2.3. DESCRIPTION

The Plan shall include an overview of the construction project including background information, proposed development type (i.e., residential, commercial, ...) and general information.

3. PROJECT DOCUMENTATION

3.1. PERMITS

The contractor shall maintain all applicable local, state and federal licenses and permits that apply to the construction project.

3.2. PROJECT CONTACTS

The Plan (on File at the Town of Telluride Building Department) shall have a contact list which includes the owner and the general contractor and the appointed overall site supervisor, along with the associated phone numbers. The “overall site supervisor” should be available whenever work is taking place at the site or the site should be provided with appropriate signage indicating how to contact the “overall site supervisor” via phone.

4. PROJECT IMPLEMENTATION

4.1. DATES OF CONSTRUCTION

Any work being performed within Telluride rights-of-way shall be completed in accordance with the Town of Telluride Right of Way permit requirements on dates listed on said permits.

4.2. CONSTRUCTION NOISE AND HOURS OF CONSTRUCTION

All construction or development shall comply with the noise requirements of Section 7-2-20 of the Municipal Code, a copy of which is attached hereto as Exhibit A. A general summary of those hours are listed here.

Section 7-2-20. “Noise” (b)
 Contractor Construction Hours
(see code Sections for private homeowner exceptions)

*Regular Construction *Section 7-2-20 (b) (8)*
 Mon – Fri 7:00 am - 6:00 pm
 Sat & Sun 9:00 am - 6:00 pm

*Heavy Equipment & Chainsaws *Sections (b) (9), (11)*
 (examples: crane, front-end loader, backhoe, trackhoe, dump truck , excavator or other heavy equipment)

Mon – Fri 8:00 am - 6:00 pm
 Sat 9:00 am - 6:00 pm
 Sunday Prohibited

*Loud Equipment or Tools *Section 7-2-20 (b) (10)*
 (examples: pile drivers, compacter, ram sets, compressors, nail guns, power saws, pneumatic tools, jack hammer, palm nailer, etc)

Mon – Fri 9:00 am - 6:00 pm
Sat 10:00 am - 6:00 pm
Sunday Prohibited

4.3 HOLIDAYS

No construction involving heavy or loud equipment is permitted on Independence Day, Labor Day, Thanksgiving Day weekend, and from Christmas Day to New Year's Day. If the respective holidays fall on a Friday or Monday, construction, as described, shall also be prohibited on the weekend after the Friday Holiday or the weekend prior to the Monday Holiday.

4.4 ADJOINING PROPERTIES

No person shall excavate in close proximity to a property line so as to endanger any adjacent public street, sidewalk, and alley, other public or private property, or easement, without supporting and protecting the property from any damage that might result from construction operations. Where soil nailing or other structural support are proposed onto an adjoining property as a means of structural support, a legal agreement with the affected property owner that allows for the proposed soil nailing or other structural support shall be provided to the Town for review and approval prior to commencement of such proposed activity.

4.5 CRANES.

The CMP will include information regarding duration and use of a crane. Transportation of a crane into and out of a site must be discussed with the town especially should transportation occur over existing town bridges so that load and capacity can be identified and mitigated if problematic. Cranes are typically discouraged; however, the town understands there could be site constraints or construction timelines that warrant use. The property owner must indemnify and add as additional insured adjoining properties should the crane boom swing over adjacent properties. Recommended insurance limits \$1,000,000 single and \$2,000,000 aggregate. The town also needs demonstration of agreement between property owners when a crane is in use and a crane boom swings over adjacent properties. Safety and proper use of a crane must be adhered to in all instances, especially during extreme weather events such as high winds.

4.6 PROJECT FENCING

All construction areas shall have a non-removable construction fence or other approved device securely placed around the areas to be protected. The fence shall be six feet (6') in height and constructed out of chain-link with mesh windscreens (visual barriers) or a fencing plan presented to and approved by the Building Official. Decorative construction fence

(“wood boarding”) may be allowed at the discretion of the Building Official.

4.7 NATURAL ENVIRONMENT

All tree, wetland and natural resource protection measures shall be identified in the Plan and in place prior to commencement of any construction or demolition activities. Refer to Section 9-12-180 of the Municipal Code, “Cutting, Removal and Relocation of Trees” for tree protection and removal requirements and process. Please refer to the Wetland Regulations of the Land Use Code contained in Article 3, Division 8. Other natural resource protection measures are provided for in the Land Use Code.

All trees to be saved as shown on the Town-approved plans shall be protected by a minimum four foot high, Town-approved fence placed at the tree dripline. All construction, utility, and staging for the project shall remain outside of this fenced drip line. Tree protection fencing shall be maintained in working condition throughout project construction until final landscaping. The Plan required site plan shall show the exact tree protection fence location, fence height and staking.

5. PARKING MANAGEMENT, EMERGENCY ACCESS AND STAGING AREAS

5.1. PARKING MANAGEMENT FORM

A parking plan must be submitted as part of the CMP (Plan) with proposed locations for parking of construction vehicles. The Building Department may issue temporary parking passes for projects that are subject to a Construction Mitigation Plan as per Section 1.2 in accordance with Town-adopted parking policies. These temporary parking passes are limited to six for a three-month period, at \$50 for the first pass, \$100 for the second pass and \$150 for each additional pass. Each pass must be associated with a duly issued and current Town Business License and are renewable as long as the project Building Permit is active. The Parking Pass is not effective outside the hours of construction as per Section 4.2. Additionally, construction parking pursuant to a parking plan shall not be designated on right-of-way determined to be unsuitable because of insufficient road surface width or capacity; or where additional construction parking would adversely impact the neighborhood due to previously approved parking plans in the vicinity. Parking passes shall be approved on a case-by-case basis only after the parking plan has been reviewed and approved by the Building and Planning Department.

5.2. EMERGENCY VEHICLE ACCESS

The contractor shall maintain continuous emergency vehicle access, on and around site, including but not limited to police, fire, and ambulance services. This emergency access includes projects adjacent to roads and alleys.

5.3. STAGING AREAS

The Plan shall specify construction staging area locations. The Town of Telluride Building Official and Public Works Director can request information and limit project staging locations, number of trucks per (soil hauling and materials transport) day, trucking routes, and duration of operations depending on project location and site surroundings. Right-of-Way encroachments for construction staging may be permitted by the Town as a last resort in all cases. In the case where a ROW encroachment is requested, a permit must be obtained from the Public Works Department no less than 3 working days before the obstruction is anticipated.

5.4. CONSTRUCTION TRAILER, MATERIALS STORAGE, AND WASTE MANAGEMENT

- 5.4.1. As specified in Section 2.1, construction trailer, job materials storage, portable restrooms, waste management and recycling container locations shall be clearly designated on the project site plan and may with the stage of the project. Loose job material storage is not allowed in under any circumstances.
- 5.4.2. Job trailers, waste management containers (all must be tarped), and portable restrooms and other similar construction facilities shall be located on private property to the extent practical, and not within a Town right-of-way. Right-of-Way encroachments may be permitted by the Town as a last resort in all cases. In the case where a ROW encroachment is requested, a permit must be obtained from the Public Works Department no less than 3 working days before the obstruction is anticipated. Per municipal code, any dumpster or other trash receptacle that is used for food refuse must be constructed in such a manner as to render it bear proof. There shall be a Town of Telluride authorized bear proof container on site at all times. All containers shall be adequately covered (tarp) at all times until transferred to the landfill. The Telluride Municipal Code states it shall be unlawful to permit accumulated debris, litter, or trash on any construction site to blow or scatter onto adjoining properties per Municipal Code, Article 10, "Construction Mitigation Plan", Section 15-10-10.

6. TRAFFIC CONTROL

6.1. HAUL ROUTES

The Town of Telluride may designate specific project haul roads that a project must use to transport materials. The project must follow the designated routes. Project haul routes shall be oriented to minimize traffic congestion, minimize road damage and maximize pedestrian safety.

6.2. TRAFFIC CONTROL FOR DELIVERIES AND OTHER CONSTRUCTION ACTIVITY

Traffic control required for deliveries or other construction activities in a right-of-way must be fully coordinated with the Public Works Department. Roads will not be closed under any circumstances, unless granted permission from the Public Works Department.

6.3. VEHICLE IDLING

Prolonged idling of motor vehicles associated with construction activity or delivery shall be in accordance with Section 10-08-20 of the Municipal Code. Per this section of the Municipal Code, vehicles are not allowed to idle for more than three minutes for starting a cold engine in winter, and idling longer than 30 seconds is considered prolonged and unreasonable unless a motor is necessary for a function for which the vehicle is designed (other than transport), such as mixing cement, grading, excavating, craning, pneumatics, etc. The general contractor must include an idling policy in the Plan that meets the Town's idling requirements contained in Section 10-08-20 of the Municipal Code.

6.4. TOWN SPEED LIMITS

All motor vehicles services a project are required to follow the Town's 15 mile per hour speed limit. The general contractor must include a driving policy in the Plan that references the Town's speed limit requirements ...

6.5. TRAFFIC CONTROL PLAN

A Traffic Control Plan ("TCP") may be required as part of the Construction Management Plan if necessary; to be determined by Public Works Department.

7. PEDESTRIAN PROTECTION

The Plan shall comply with pedestrian safety per the MUTCD (Manual of Uniform Traffic Control for Streets and Highways) Chapter 6D, the Americans with Disability Act and IBC Chapter 33. Public sidewalks, walkways, and trails must remain open to pedestrians or an alternative pedestrian travel way must be approved.

8. SEDIMENT AND EROSION CONTROL

8.1. REQUIREMENTS

8.1.1. For sites that are one **(1) acre or larger**, a Storm Water Pollution Prevention Plan ("SWPPP") shall be completed along with the Plan. The SWPPP shall be designed in accordance with the Colorado Department of Public Health and Environment Water Quality Control Division General Permit Part IB. The main objective of the SWPPP shall be to identify Best Management Practices that will minimize erosion and sediment transport. In addition to the Colorado Discharge Service Permit (the program) requirements, the following requirements shall apply:

- 8.1.1.1. Stock piles must be protected with erosion control devices.
- 8.1.1.2. Mud tracking ramps (rock construction entrances or an equivalent) are required and implemented per the most current version of the Colorado Department of Transportation M&S construction standards. If there is no space on the site for a ramp, daily street sweeping procedures shall be implemented.
- 8.1.1.3. Town inlets, gutters, swales and ditches shall be protected with erosion control devices and such projection maintained for the duration of the project.
- 8.1.1.4. A description of procedures used to protect and maintain in good and effective operating condition the erosion/sediment control measures until final stabilization is required.

9. FUGITIVE DUST CONTROL

A construction shall use best management practices to minimize dust emissions from a site to the extent practicable. Dust generated from all sites shall be minimized by the use of appropriate best management practices, such as but not limited to covering soil stockpile areas, watering down soil storage areas or disturbed areas, or completely sealing off a building

undergoing interior or exterior demolition that raises dust. All concrete or stone/masonry cutting shall use water to eliminate dust.

10. NOISE SUPPRESSION

All construction equipment shall be adequately muffled and maintained to minimize project noise. The installation of noise barriers is the minimum technique to suppress noise, especially when jack hammering of concrete occurs.

11. AGREEMENT REQUIRED

The general contractor or person responsible for the construction or development activity shall sign an agreement with the Town that documents the key requirements of the Plan, this Manual or the Municipal Code. The form and content of such agreement shall be provided by the Town to the applicant for its signature, and such signature shall be obtained only after all conditions and requirements have been read, and prior to the commencement of any construction activity.

12. ENFORCEMENT AND PENALTIES

Enforcement of the requirements of this Manual shall be conducted by the Planning and Building Department, Public Works Department and the Town Marshall. A violation of any of the provisions of the Manual shall constitute a misdemeanor, punishable upon conviction by penalty as set forth in Paragraph 1-4-10(a)(1) of the Telluride Municipal Code for each separate offense. A separate offense shall be deemed committed on each day or portion thereof that the violation of any of the provisions of the Manual occurs or continues unabated after the time limit set for abatement of the violation.

Attachment A
Building Permit # _____

Agreement

Contact Info: please print

General Contractor and/or
Overall Site Supervisor: _____
Company: _____
Property Owner: _____
Property Address: _____
Business Phone #: _____
Cell phone#: _____

I attest that I have read and agree to comply as required with all the provisions of the Construction Mitigation Plan Manual and understand that a Construction Mitigation Plan along with any variance request must be submitted to the Building Department and approved by the Planning and Public Works Departments prior to the issuance of a building permit:

X

Signature Date

Attachment B

ACTIVE CONSTRUCTION

BUILDING PERMIT NUMBER: _____

ADDRESS: _____

PROJECT: **Type of Construction** (_____ sq.ft.)

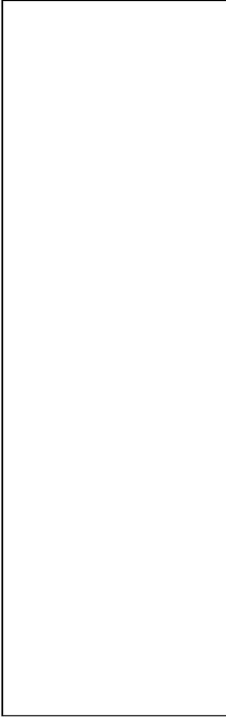
OWNER: _____

CONTRACTOR: _____

CONTACT: _____, Superintendent 970-728-xxxx

EMERGENCY CONTACT: _____ 970-728-xxxx

WEBSITE CONTACT: URL or email address _____



_____ Elevation – New Construction

*** PARKING, ACCESS, AND STAGING PLANS:**
Proposed Location of Vehicle Parking
Proposed Staging Area Locations
Proposed Location of Construction Trailers

*as required by Construction Mitigation Plan Manual Effective Sept. 30, 2008, Revised June 2015, and August 2, 2022



HOURS OF CONSTRUCTION

***Regular Construction:**

Mon – Fri 7:00 am - 6:00 pm
Sat & Sun 9:00 am - 6:00 pm

***Heavy Equipment & Chainsaws:**

Mon – Fri 8:00 am - 6:00 pm
Sat 9:00 am - 6:00 pm
Sunday Prohibited

***Loud Equipment or Tools:**

Mon – Fri 9:00 am - 6:00 pm
Sat 10:00 am - 6:00 pm
Sunday Prohibited

*Section 7-2-20 Noise -Town of Telluride Municipal Code (not including any exceptions)