ORDINANCE NO. 2011-1

AN ORDINANCE OF THE TOWN OF RICO, COLORADO AUTHORIZING THE LEASE OF TOWN OWNED PROPERTY TO THE RICO HISTORICAL SOCIETY, A 501(c)(3) NON-PROFIT CORPORATION

WHEREAS, C.R.S sec. 31-15-715 and Rico Charter, Article 14.1, each authorize the Rico Board of Trustees to lease real property owned by the Town by ordinance.

WHEREAS, the Rico Board of Trustees finds that the lease of Town owned property to the Rico Historical Society is a beneficial use of an existing building in Rico and will promote the welfare of the Rico community.

NOW THEREFORE, BE IT ORDAINED, BY THE RICO BOARD OF TRUSTEES AS FOLLOWS:

LEASE APPROVED. The Board of Trustees hereby approves the attached lease which authorizes lease of Town owned property located at 15 S. Glasgow in Rico, Colorado to the Rico Historical Society, a 501(c)(3) non-profit corporation. In connection with such lease, the Town authorizes its officers, including the Mayor, Town Manager and Town Clerk, to execute such instruments as are necessary and convenient to the purpose of this Ordinance.

INTRODUCED, READ, APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO ON THIS 16TH DAY OF FEBRUARY, 2011.

READ AND APPROVED ON SECOND READING BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO ON THIS 16 DAY OF MARCH, 2011.

Barbara L. Petta
By: Rico Mayor

Linda Gillowman
Attest: Town Clerk

RICO MUSEUM LEASE

This Lease is made and entered into this 16TH day of March 2011, by and between the Town of Rico, a Colorado Municipal Corporation, (hereinafter "Lessor") and the Rico Historical Society, a 501(c)(3) nonprofit corporation (hereinafter called "Lessee").

1. **Premises.** In consideration of the mutual promises and covenants contained herein, Lessor leases the premises known as 15 S. Glasgow, Rico, Dolores County, Colorado to Lessee.

2. **Term.** The term of the Lease shall commence at 12:00 noon on the 16TH day of March, 2011, and shall be for a term of one year and shall terminate at 12:00 noon on the 16TH day of March, 2012, unless sooner terminated or extended. The Lease shall automatically be extended for a period of one year commencing at 12:01 noon on the 16TH day of March 2012, and annually thereafter, unless terminated by thirty (30) days prior written notice by either Party to the other.

3. **Designated Use.** The Lessee shall only use the Premises for an historical museum.

4. **Rent.** In exchange for rental of the premises, Lessee agrees to pay Lessor annual rent in the amount of $1.00 annually for the term of the lease.

5. **Condition.** The Lessee's taking possession of the leased Premises shall be conclusive evidence as against Lessee that said Premises were in good and satisfactory condition when possession was taken, and acknowledgment of completion in full accordance with the provisions hereof.

6. **Possession.** Lessor covenants that Lessee shall peacefully and quietly possess and enjoy the Premises as against all persons claiming any right, title or interest in and to said Premises, so long as Lessee shall faithfully perform the covenants, obligations, agreements and conditions of this Lease. Lessor shall keep the Premises in a clean and sanitary condition. Lessee agrees not to use the Premises in any manner which constitutes a nuisance. If the Lessor determines that any use of the Premises constitutes a nuisance in accordance with the laws of the Town of Rico, Lessor shall have the right to terminate the lease with fourteen (14) days prior written notice. Lessee agrees to keep the leased Premises in good order, condition and repair as when they were entered upon.

7. **Utilities.** Lessee agrees to arrange and pay for all utility services, except water, to include gas, electricity and telephone service. Lessee further agrees to properly clean, maintain and repair the septic tank attached to the Premises.

8. **Repairs/Improvements.** Exterior and interior painting, signage and other desired improvements shall be at the expense of the Lessee, unless otherwise agreed by the Parties in writing. Lessee agrees not to make alterations in or additions to the leased Premises without first obtaining the written consent of Lessor.

9. **Entry.** Lessee agrees to permit Lessor, upon reasonable notice, to enter the leased Premises to examine and inspect the same or make repairs, additions or alterations as Lessor may deem necessary or proper for the safety, improvement or preservation of the Premises.

10. **Legal Compliance.** Lessee shall not use the Premises for any purposes prohibited by the laws of the United States, the State of Colorado, or the Town of Rico. Lessee shall not do any act upon the Premises or bring into or keep upon the Premises any article which will affect the risk of fire. Lessee shall further comply with the rules and requirements of all fire codes, rating bureaus of fire prevention and like bodies and with the requirements of all insurance companies having policies of any kind in effect covering the buildings.

11. **Insurance.** Lessee shall carry liability insurance at its expense against bodily injury and property damage occurring on the Premises and adjacent public areas in the minimum total amounts of $1,000,000 dollars, combined single limits for bodily injury (if individual limits are specified, then also $150,000 dollars per person), and $1,000,000 for property damage. All such required insurance policies shall name Lessor as an additional insured and shall provide for ten days prior written notice to Lessor of a lapse or cancellation for any reason whatsoever. Lessee shall furnish Lessor with certificates evidencing that the insurance is in effect at all times during the term of this Lease.

12. **Indemnity.** Lessee shall indemnify and hold Lessor harmless from and against any and all losses, claims, accidents and damages arising from Lessee's use of the leased Premises or the conduct of its business or from any activity, work or thing done, or permitted by Lessee in or around the leased Premises, and shall further indemnify and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the

terms of this Lease. Lessee hereby assumes all risks of damage to property or injury to person in, upon or about the leased Premises.

13. **Release.** The Lessee shall neither hold, nor attempt to hold the Lessor, its agents, contractors, and employees liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon, or about the Premises, including, but not limited to, defective wiring, and the breaking or stopping of the plumbing or sewage upon the Premises.

14. **Damage.** The Lessee shall, at the expiration of the Lease, surrender the premises in as good a condition as when the Lessee entered upon the Premises, ordinary wear and tear excepted. In the event that the Premises are damaged by the negligent, reckless or intentional act or omission of the Lessee or any employees, agents, invitees, licensees or contractors, the Lessee shall bear the full cost of such repair or replacement.

15. **Sublet.** The Lessee shall not sublet any part of the premises, nor assign the Lease, nor any interest therein, without the written consent of the Lessor.

16. **Loss of Premises.** If the Premises shall be destroyed in whole or in part by fire, the elements, or other casualty and if, in the sole opinion of the Lessor, they cannot be repaired with ninety (90) days from said injury and the Lessor informs the Lessee of said decision, or if the premises are damaged in any degree and the Lessor informs the Lessee it does not desire to repair same and desires to terminate this Lease; then this Lease shall terminate on the date of such injury. In the event of such termination, the Lessee shall immediately surrender the possession of the Premises and all rights therein.

17. **Attorney Fees.** In the event any dispute arises concerning the terms of this Lease or the violation of any covenants under this Lease, and the matter is turned over to an attorney, the Party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees from the other Party.

18. This Lease, its validity, interpretation and enforcement, shall be governed by the laws of the State of Colorado.

19. All terms, conditions and covenants to be observed and performed by the Parties hereto shall be applicable to and binding upon their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year above written.

LESSOR/TOWN OF RICO:

Barbara R. Stiles

RICO MAYOR

Linda Yellowman

Attest: Linda Yellowman, Town Clerk

LESSEE/ RICO HISTORICAL SOCIETY:

John M. Cummins

STATE OF COLORADO, COUNTY OF DOLORES

The foregoing instrument was acknowledged before me this 21st day of July, 2011, by Linda Yellowman

WITNESS my hand and official seal,

Notary Public

Erin Johnson

(SEAL)

My commission expires: 12/17/2014

ERIN JOHNSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 12/17/2014

TOWN OR RICO ORDINANCE NO. 2011-2

AN ORDINANCE OF THE TOWN OF RICO, COLORADO PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA OPERATIONS, INCLUDING MEDICAL MARIJUANA CENTERS, OPTIONAL PREMISES CULTIVATION OPERATIONS AND MEDICAL MARIJUANA-INFUSED PRODUCT MANUFACTURING

WHEREAS, the Colorado Legislature has adopted, and the Governor has signed into law, the Colorado Medical Marijuana Code, Article 43.3, Title 12 of the Colorado Revised Statutes; and

WHEREAS, C.R.S. Section 12-43.3-106 of the Colorado Medical Marijuana Code (hereinafter CMMC) specifically authorizes the governing body of a municipality to vote to prohibit the operation of medical marijuana businesses, including medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers; and

WHEREAS, C.R.S. Section 12-43.3-310 of the CMMC further authorizes a municipality to prohibit the operation of medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers based upon local government zoning in order to protect the health, safety and welfare of its citizenry; and

WHEREAS, the Board of Trustees of the Town of Rico has determined that it is in the best interest of the Town and its citizens to prohibit the operation of medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers in the Town pursuant to its authority under the CMMC; and

WHEREAS, the Board recognizes that despite its prohibition of medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers within the Town of Rico, medical marijuana patients within the Town shall retain reasonable access to medical marijuana through primary caregivers who are not affected by the prohibition on commercial medical marijuana operations that are imposed by this Ordinance; and

WHEREAS, in addition to the powers granted to the Town by the CMMC as set forth herein, the Town is a home rule municipality and is empowered to adopt such ordinances as are necessary and convenient to protect the health, safety and welfare of the community.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO AS FOLLOWS:

SECTION I. DEFINITIONS.

***Marijuana* shall have the same meaning as set forth in Article XVIII, Section 14(1)(i), of the Colorado Constitution, or as may be more fully defined in any applicable State law or regulation.**

***Medical Marijuana* shall mean marijuana that is grown and sold for a purpose authorized by Section 14 of Article XVIII of the Colorado Constitution.**

Medical Marijuana Center **means a person authorized to be licensed to operate a business as described in C.R.S. Section 12-43.3-402 of the CMMC who sells medical marijuana to registered patients or primary caregivers as defined in Colorado Constitution, Article XVIII, Section 14, but not a *primary caregiver.***

Medical Marijuana-infused Products Manufacturer **means a person licensed pursuant to the CMMC to operate a business as described in C.R.S. Section 12-43.3-404.**

Optional Premises Cultivation Operation **means a person licensed pursuant to the CMMC to operate a business as described in C.R.S. Section 12-43.3-403.**

Patient **shall have the same meaning as set forth in Article XVIII, Section 14(1)(d) of the Colorado Constitution, or as may be more fully defined in any applicable State law or regulation.**

Primary Caregiver **shall have the same meaning as set forth in Article XVIII, Section 14(1)(f) of the Colorado Constitution and subject to any statutory requirements or conditions, or as addressed in any applicable Colorado Department of Revenue Regulations.**

Any terms set forth herein which are also defined under the Colorado Medical Marijuana Code or in any applicable State law or regulations shall have the meaning and effect ascribed to them under and in the context of the CMMC, or pursuant to these laws and regulations.

SECTION II. <u>PROHIBITION ON MEDICAL MARIJUANA BUSINESSES, INCLUDING MEDICAL MARIJUANA CENTERS, OPTIONAL PREMISES CULTIVATION OPERATIONS AND MEDICAL MARIJUANA-INFUSED PRODUCT MANUFACTURERS</u>

Medical marijuana businesses, including medical marijuana centers, optional premises cultivation operations and medical marijuana-infused products manufacturers are prohibited within the Town of Rico. It is unlawful for any person to operate a medical marijuana business, including a medical marijuana center, an optional premises cultivation operation or a medical marijuana-infused products manufacturer within the municipal limits of the Town of Rico.

SECTION III. <u>PATIENTS AND PRIMARY CAREGIVERS</u>

Nothing in this Ordinance shall be construed to prohibit, regulate, or otherwise impair the use of medical marijuana by patients as defined by the Colorado Constitution, or the provisions of medical marijuana by a primary caregiver to a patient in accordance with the Colorado Constitution, and applicable statutes and regulations, including the Colorado Medical Marijuana Code.

SECTION IV. <u>VIOLATION/PENALTY</u>

In addition to any other penalties that may exist under State, Federal and local laws, any person charged with a violation of this Chapter, upon conviction thereof, shall be punished by a fine of not more than one-thousand dollars ($1000) or by imprisonment not to exceed one (1) year, or by both

such fine and penalty. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continues or is permitted by any such person.

SECTION V. SEVERABILITY

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

SECTION VI. SAFETY CLAUSE

The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and that this Ordinance bears a rational relation to the legislative object sought to be obtained.

APPROVED ON FIRST READING this 16 day of March 2011 by a majority vote of the Board of Trustees of the Town of Rico.

PASSED, APPROVED AND ADOPTED ON SECOND READING this 20 day of April 2011 by the Board of Trustees of the Town of Rico by majority vote.

TOWN OF RICO:

Barbara R. Betts

Mayor

ATTEST:

Linda Yellowman

Town Clerk

RICO ORDINANCE NO. 2011- 3

AN ORDINANCE OF THE TOWN OF RICO, COLORADO AMENDING RICO LAND USE CODE, ARTICLE II, SECTION 220, TO ALLOW SHORT-TERM RENTAL DWELLING UNITS AS A USE BY "SPECIAL USE PERMIT REVIEW" IN THE RESIDENTIAL ZONE DISTRICT; ARTICLE IV, SECTION 420, TO ALLOW SPECIAL USE PERMITS ONLY WHERE SPECIFIED IN AN UNDERLYING ZONE DISTRICT; AND ARTICLE IX, DEFINITIONS, TO FURTHER CLARIFY THESE AMENDMENTS; AND ARTICLE II, SECTION 222 REGARDING ACCESSORY DWELLING UNITS IN THE SILVERGLANCE SUBDIVSION

WHEREAS, the Board of Trustees of the Town of Rico has determined that short-term rental dwelling units are beneficial to the local economy of the Town and that allowing this use in the Town's Residential Zone District will promote the best interests of the citizens of Rico;

WHEREAS, to accomplish this goal and still protect the integrity of surrounding neighborhoods, the Board finds that Rico's Land Use Code, Article II, Section 220, titled "Residential (R) Zone District", should be amended to allow for short-term rental dwelling units by "Special Use Permit Review";

WHEREAS, Rico Land Use Code, Article IV, Section 420, presently authorizes uses by Special Use Permit Review;

WHEREAS, in order to further clarify that uses permitted by "Special Use Permit Review" are only those specified as such in an underlying Zone District, the Board of Trustees declares that it is in the public interest to also amend Rico Land Use Code, Article IV, Section 420, to align with this intent;

WHEREAS, the Commercial Districts outlined in the Rico Land Use Code presently specify uses which may be allowed by "Special Use Permit Review";

WHEREAS, in order to clarify the Board of Trustees' intent as set forth herein and to correct any present ambiguities in the Rico Land Use Code, the Board finds that it is in the best interest of the Town to amend Article II, Section 420, to authorize specified uses by "Special Use Permit Review" in certain zone districts, and to also amend Article IX, Definitions, to comport with the other amendments set forth herein;

WHEREAS, in order to keep the Rico Land Use Code up to date and grammatically correct, the Board accepts administrative changes to subtext within Article II, Section 222; Residential District Guidelines, and Article VI, Subsection 424.3 to aid with the clarity and conformity of the Rico Land Use Code.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO THAT THE RICO LAND USE CODE, ARTICLE II, SECTIONS 220 AND 222; ARTICLE IV, SECTION 420 AND 424.3; AND ARTICLE IX SHALL BE AMENDED AS FOLLOWS:

SECTION I.

Article II, Section 220, titled "Residential Zone District" shall be amended to add a Section 221, A & B, to allow short-term rental dwelling units, daycare facilities, schools and churches as uses permitted by "Special Use Permit Review" in the Residential Zone District as follows:

220. RESIDENTIAL (R) ZONE DISTRICTS - USES PERMITTED BY RIGHT

Single family dwellings, accessory dwelling units, accessory buildings and use, including home occupation.

221. RESIDENTIAL USES BY SPECIAL USE PERMIT REVIEW

A. Short-term rental dwelling units/ accommodations, excluding hotels, condominium-hotels, bed and breakfasts, motels, lodges, boarding houses and rooming houses.

B. Daycare facilities, schools and churches

SECTION II.

Article II, Section 222, titled "Residential District Design Regulations," shall be amended to grammatically clarify language regarding the Atlantic Cable, Upper Atlantic Cable, Silverglance Subdivision, and Silverglance Subdivision Filing 2 as follows:

222. RESIDENTIAL DISTRICT DESIGN REGULATIONS

(ORD. NO. 2008-3. § 222, 03-19-08)

DESIGN REGULATIONS	REQUIREMENTS
LOT SIZE	5,000 Square Feet, 7,500 Square Feet for Single family dwellings with Accessory Dwelling Units*
FRONT SET BACK	12 feet
SIDE SET BACK	7 feet
REAR SET BACK	5 feet**
BUILDING HEIGHT	30 feet

MAXIMUM FLOOR AREA	Maximum Floor Area Formula = 50% of Lot square footage provided that in no event shall MFA exceed 3,250 sq.ft. MFA for non-conforming lots = 50% of Lot square footage
SITE COVERAGE	70% of the lot
OFF-STREET PARKING	One vehicle space per dwelling unit.
PERMITTED EXTERIOR MATERIALS	Wood siding (stained or painted), Stone, Brick, Cementatous siding such as Hardy Plank, T1-11 with battens no more than 12" centers. Metal, non-reflective architectural elements are permitted up to a maximum of up to 40% of the exterior surface area, excluding the roof.
PROHIBITED EXTERIOR MATERIALS	Vinyl, Fiberglass, aluminum, exposed cinder block, exposed concrete block (CMU), plywood *(with the exception of T1-11)

* The minimum lot size for the Atlantic Cable, Upper Atlantic Cable, ~~Silver Glance~~ Silverglance Subdivision and Silverglance Subdivision Filing 2 shall be the existing platted lots because these subdivisions were platted to be single family lots, that is, neither further residential subdivision, nor the development of accessory dwelling units of existing lots shall be permitted as uses by right.

SECTION III.

Article IV, Section 420, titled "Special Use Permits," shall be amended to clarify that uses by "Special Use Permit Review" are permitted only as specified by the underlying Zone Districts:

420. SPECIAL USE PERMITS

The Rico Land Use Code authorizes uses by Special Use Permit Review in Commercial and Residential Zone Districts. A Special Use Permit ("SUP") must be obtained prior to instituting a use which is not permitted in a particular Zone District, but which is otherwise explicitly authorized as a use permitted by "Special Use Permit Review". A Special Use is a use that may or may not be appropriate in a given location depending upon the circumstances and the conditions imposed upon the approval of the use. Conditions shall be designed to reasonably mitigate adverse impacts of the use upon surrounding properties.

SECTION IV.

Article IV, Section 424.3 shall be amended as follows to comport with the changes to Section 420:

424.3 A statement explaining why the proposed use meets the standards for review and why the proposed use is compatible ~~which~~ with existing adjacent land uses and the surrounding neighborhood. An application fee as indicated in Appendix A.

SECTION V.

Article IX, Definitions, shall be amended to add a definition for "Short-Term Rental Dwelling Unit," and to amend the definition of "Accommodations" to distinguish it from short-term rental dwelling units as follows:

Accommodations: The short term rental of properties for periods of 30 days or less~~.~~, including motels, hotels, inns, condominium-hotels, lodges, and bed and breakfasts.

Short term rental dwelling unit: The short-term rental of properties for periods of 30 days or less, excluding hotels, condominium-hotels, motels, lodges, boarding houses, rooming houses, and bed and breakfasts.

SECTION VI.

Effective Date. This Ordinance shall be effective upon its final passage by the Rico Board of Trustees and publication as required by Colorado Statute.

INTRODUCED, READ AND ADOPTED UPON FIRST READING THIS 18th DAY OF May____, 2011.

INTRODUCED, READ, AND ADOPTED FOLLOWING PUBLIC HEARING UPON SECOND READING THIS 15 DAY OF June, 2011.

Barbara R. Betts

Rico Mayor

Attest: Rico Town Clerk

Linda Gilbertson

ORDINANCE NO. 2011-4

AN ORDINANCE OF THE TOWN OF RICO, COLORADO AUTHORIZING THE PURCHASE OF LOT 30, BLOCK 36, WEST RICO SUBDIVISION, FROM TOM LEEPER TO FACILITATE COMPLETION OF THE WEST RICO REPLAT

WHEREAS, Rico Charter, Article XIV, Section 14.1, authorizes the Board of Trustees of the Town of Rico to pass an ordinance to allow the Town to purchase real property from a third party;

WHEREAS, in order for the re-plat of West Rico to be finalized and recorded, it is necessary for the Town to purchase Lot 30, Block 36, West Rico, from its current record owner, Tom Leeper;

WHEREAS, the Rico Board of Trustees finds that completion of the West Rico re-plat will benefit the citizens of the Town of Rico by resolving previous boundary disputes in the subdivision and clouds on the title of certain lot owners due to historically inaccurate survey work;

WHEREAS, the Town has received funding from a local non-profit organization to help with acquisition of the Leeper property;

WHEREAS, Mr. Leeper and the Town have negotiated a purchase price of $4,500 for purchase of Lot 30, Block 36, West Rico. In addition, the Town has agreed to pay off any back taxes against the property in an amount not to exceed $1,636.85.

NOW THEREFORE, BE IT ORDAINED, BY THE RICO BOARD OF TRUSTEES AS FOLLOWS:

SECTION I.

The Board of Trustees of the Town of Rico authorizes the purchase of Lot 30, Block 36, West Rico, for $4,500 from its current record owner, Tom Leeper.

The Board of Trustees further authorizes the Town to pay any back taxes owed by Mr. Leeper to Dolores County, in an amount not to exceed $1,636.85, at the time of closing and final conveyance of the property to the Town.

SECTION 2.

EFFECTIVE DATE. This Ordinance shall be effective immediately upon final adoption.

INTRODUCED, READ, APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO ON THIS 15 DAY OF JUNE, 2011.

READ AND APPROVED ON SECOND READING BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO ON THIS 20 DAY OF JULY, 2011.

Barbara L. Betts

By: Rico Mayor

Linda Yellowman

Attest: Town Clerk

RICO ORDINANCE NO. 2011-5

AN ORDINANCE OF THE TOWN OF RICO, COLORADO VACATING A PORTION OF EDER STREET BETWEEN BLOCKS 34 AND 36 IN THE WEST RICO SUBDIVISION AND AUTHORIZING THE TOWN OF RICO TO DEED THE VACATED PORTIONS OF RIGHT-OF-WAY TO ADJACENT LOT OWNERS AS SET FORTH HEREIN

WHEREAS, Rico Land Use Code, Section 482, and Colorado Revised Statutes, Section 43-2-301 establish the procedures and standards for the vacation of Town streets; and

WHEREAS, the Rico Planning Commission conducted a public hearing on July 26, 2011 and recommended approval of the vacation of ten feet of Eder Street between blocks 34 and 36 to comport with the West Rico re-plat and to address existing encroachments; and

WHEREAS, the Board of Trustees finds that vacation of ten feet of Eder Street (five feet on either side) is in the best interest of the citizens of the Town of Rico; and

WHEREAS, the Board of Trustees further declares that such vacation meets the requirements of Rico Land Use Code, Section 482, and Colorado Revised Statutes, Section 43-2-301, *et. seq.*; and

WHEREAS, the Board of Trustees authorizes the Town of Rico to quitclaim deed the five foot strips of vacated right-of-way as set forth herein to adjacent lot owners pursuant to Colorado Revised Statutes, Section 43-2-301, *et. seq.*, in order to address encroachments and to facilitate the West Rico re-plat.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO, COLORADO AS FOLLOWS:

SECTION 1.

Ten feet of Eder Street between Blocks 34 and 36 in the West Rico Subdivision is hereby vacated, consisting of five feet on either side.

The vacated portion of Eder Street shall be included in the Residential Zone District, and the Town's Street Map shall be amended to reflect this vacation.

SECTION 2.

Title to the vacated portions of Eder Street shall vest in the owners of adjacent lots as follows: Lots 20 and 21, Block 36; Lots 1 and 40, Block 34.

These lots shall now include the vacated portions of Eder Street.

The Town shall quitclaim the vacated portions of Eder Street to adjacent lot owners as set forth herein.

SECTION 3.

This Ordinance shall be posted and published in accordance with the Rico Land Use Code and Rico Town Charter.

SECTION 4.

This Ordinance shall be recorded in the Office of the Dolores County Clerk and Recorder.

INTRODUCED, READ, APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO ON THIS 17 DAY OF AUGUST, 2011.

READ AND APPROVED ON SECOND READING BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO FOLLOWING A PUBLIC HEARING ON THIS 21 DAY OF SEPTEMBER, 2011.

Barbara L. Petta

By: Rico Mayor

Linda Yellowman

Attest: Town Clerk

TOWN OF RICO
ORDINANCE NO. 2011-6

AN ORDINANCE OF THE TOWN OF RICO, COLORADO, AMENDING RICO BUDGET ORDINANCE NO. 2010- 4 TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES

WHEREAS, the Rico Town Charter, Article VI, sec. 6.7, states that the Rico Board of Trustees may make additional appropriations by Ordinance during the fiscal year to amend the Town's 2011 Budget as previously adopted by Ordinance No. 2010-4, for unanticipated expenditures or receipt of additional revenues;

WHEREAS, the Town of Rico's **General Fund** has received an **increase in revenues of $247,304.73**, and has received the following additional funds: $14,320.00 from the Sales and Use Tax; $24,622.76 from Mineral Leasing through Dolores County; $4,210.47 from the Severance Tax; $50 from Business Licenses; $451.50 from the Excise Tax; $25,000 from the Governor's Energy Office as reimbursement for a Geothermal Planning Study; $28,000 from Atlantic Richfield Company as reimbursement for Town staff-time related to the Town's Voluntary Clean-up Program (VCUP); $1,500 from development/ planning applications; $9,150 from Atlantic Richfield Company for Gauging Station monitoring; and $140,000 from Atlantic Richfield Company to reimburse the Town for expenses in hiring the Trust for Land Restoration to aid the Town in finalizing and closing the VCUP.

WHEREAS, the Town of Rico's **General Fund** has incurred **an increase in expenses of $207,650** as follows: $28,000 in Town attorney compensation for the VCUP; $140,000 in compensation to the Trust for Land Restoration for the VCUP; $2,000 in additional compensation for attorney services; $1,500 in additional compensation to the contract planner; $27,000 for the Governor's Energy Office Geothermal Planning Study; and $9,150 for USGS Gauging Station Monitoring Project.

WHEREAS, the Town of Rico's **General Fund** has a **decrease in projected revenues of $12,396.88** as follows: $2,000 in Specific Ownership Tax; $300 in Motor Vehicle Tax: $5,996.88 for employee considerations; $500 for Development/Planning Applications; $600 for Interest; and $3,000 in Fines.

WHEREAS, the Town of Rico's **General Fund** has a **decrease in projected expenses of $12,039.59** as follows; $3,000 for planning activity: $3,239.59 for law enforcement; $2,000 for travel and conferences; $1,800 for July 4th activities; and $2,000 for miscellaneous expenses.

WHEREAS, the Town of Rico's **Water Fund** has received an **increase in revenues of $141,639.15** as follows: $13,639.15 from the DOLA Water Project Grant; $88,000 from the Southwest Basin Roundtable and Colorado Water Conservation

Board for the Rico Water Well Drilling Project; and $40,000 from Colorado Water and Power Authority for the new water transmission line.

WHEREAS, the Town of Rico's **Water Fund** has an **increase in expenses of $136,947.19** as follows: $2,500.00 for water leak repairs; $6,447.19 for the Water Project; $88,000 for the Town's water well drilling project; and $40,000 for the new water transmission line.

WHEREAS, the Town of Rico's **Water Fund** has a **decrease in projected revenues of $1,400** for tap installations.

WHEREAS, the Town of Rico's **Water Fund** has a **decrease in projected expenses of $449.95** for Dolores Water Conservation District yearly water fees.

WHEREAS, the Town of Rico's **Streets Fund** has an **increase in revenues of $2,646.29** as follows: $2194.79 from County Road and Bridge Reappointment and $451.50 from Excise Taxes.

WHEREAS, the Town of Rico' **Streets Fund** has an **increase in expenses of $2,146.26** as follows: $1,500 for equipment repair and $646.26 for part-time help.

WHEREAS, the Town of Rico's **Parks Fund** has an **increase in revenues of $6,117.23** as follows: $500 from Sales/Use Tax; $931.40 from Lodging Tax; $451.50 from Excise Tax; $1,800 from the Electrical Improvement Project; and $2,434.33 for the Skate Park Project.

WHEREAS, the Town of Rico's **Parks Fund** has an **increase in expenses of $2,434.33** for the Skate Park Project.

WHEREAS, the Town of Rico' **Parks Fund** has a **decrease in projected expenses** of **$1,800** due to the Electrical Improvement Project.

WHEREAS, the Town of Rico Board of Trustees declares that it is in the best interest of the Town's citizens and necessary for the health, safety and welfare of the Town to amend the 2011 annual budget to reflect the above described changes in revenues and expenses.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO AS FOLLOWS:

SECTION 1. BUDGETED REVENUES AND EXPENDITURES. As set forth in the tables attached hereto, the 2011 Budget is hereby amended to reflect the following:

1. An increase in the General Fund revenues in the total amount of $247,304.73.

2. An increase in the General Fund expenses in the total amount of $207,650.00.
3. An increase in the Water Fund revenues in the total amount of $141,639.15.
4. An increase in the Water Fund expenses in the total amount of $136,947.16.
5. An increase in the Street Fund revenues in the total amount of $2,646.29.
6. An increase in the Street Fund expenses in the total amount of $2,146.26.
7. An increase in the Park Fund revenues in the total amount of $6,117.23.
8. An increase in the Park Fund expenses in the total amount of $2,434.33.

The source of these additional revenues and expenditures are as set forth herein.

SECTION 2. The amendments set forth herein in no way effect the taxes levied as set forth in the 2011 Budget, Ordinance No. 2010-4.

SECTION 3. This Ordinance shall take effect immediately upon final adoption.

ORDINANCE INTRODUCED, READ, APPROVED AND ADOPTED ON THE 19th DAY OF OCTOBER 2011.

ORDINANCE READ, APPROVED AND ADOPTED BY FINAL READING THIS 7th DAY OF DECEMBER 2011.

By: Barbara R. Betts
Rico Mayor

Attest: Linda Dillowman
Town Clerk

TOWN OF RICO
ORDINANCE NO. 2011 -7

ADOPTING THE YEAR 2012 TOWN BUDGET; APPROPRIATING SUMS OF MONEY; AND, SETTING AND CERTIFYING TOWN MILL LEVIES

WHEREAS, the Board of Trustees designated Michael England, as Town Manager, to prepare and submit a proposed budget to the Governing Body; and

WHEREAS, a public hearing was conducted on the 19th day of October and the 7th day of December in accordance with the law;

WHEREAS, the Rico Town Board finds that the adoption of the budget is essential to the provision of basic and necessary services and finds that this ordinance is necessary for the preservation of the health, safety, and general welfare of the Rico community; and,

WHEREAS, the Town of Rico has adopted the budget in accordance with the Local Government Budget Law on the 7th day of December, 2011; and,

WHEREAS, the Town of Rico has made provisions therein for revenues in an amount equal to or greater than the total proposed described below; and,

WHEREAS, the 2011 valuation for the Town of Rico as certified by the County Assessor is 9,498,632 and,

NOW, THEREFORE, be it resolved by the Board of Trustees, the following:

Section 1. BUDGETED REVENUES AND EXPENDITURES

The following sums are hereby appropriated for the revenue of each fund, for the purposes stated. The budgeted revenues and expenditures for each fund are as follows:

General Fund Revenues:

Reserve Balance:	$ 632,683.70
Non Property Tax Revenues:	$ 179,781.24
Property Tax Revenues:	$ 123,672.18
Grant/Other Revenues:	$ 10,500.00
Total General Fund:	**$ 946,637.12**

General Fund Expenditures: $ 304,747.43

Street Fund Revenues:

Reserve Balance:	$ 140,554.38
Non Property Tax Revenues:	$ 41,618.57
Property Tax Revenues:	$ 16,955.05
Grant/Other Revenues:	$ 500.00

Total Street Fund: **$ 199,628.00**

Street fund Expenditures: **$ 56,289.13**

Parks, Trails and Open Space Fund Revenues:

Reserve Balance:	$ 42,739.01
Non Property Tax Revenues:	$ 7,800.00
Property Tax Revenues:	$ 0.00
Grant/Other Revenues:	$ 4,600.00

Total Park, Trails and Open Space Revenues: **$ 55,139.01**

Parks, Trails and Open Space Expenditures: **$ 11,400.00**

Water Fund Revenues:

Reserve Balance	$ 175,949.18
Non Property Tax Revenues:	$ 186,309.18
Property Tax Revenues:	$ 0.00
Grant/Other Revenues:	$ 1,560,000.00

Total Water Fund Revenues: **$ 1,922,258.36**

Water Fund Expenditures: **$ 1,664,060.01**

Sewer Fund Revenues:

Reserve Balance:	$ 138,011.32
Non Property Tax Revenues:	$ 1,800.00
Property Tax Revenues:	$ 37,415.11
Grant/Other Revenues:	$ 300.00

Total Sewer Fund: **$ 177,526.43**

Sewer Fund Expenditures: **$ 23,638.09**

Conservation Trust Revenues:

Reserve Balance:	$ 18,938.13
Non Property Tax Revenues:	$ 2,500.00
Property Tax Revenues:	$ 0.00
Grant/Other Revenues:	$ 0.00
Total Conservation Trust:	**$ 21,438.13**
Conservation Trust Expenses:	**$ 1,000.00**

Section 2. ADOPTION OF BUDGET
The Budget as submitted amended, and hereinabove summarized by fund hereby is approved and adopted as the budget of the Town of Rico for the year 2012. The Budget shall be signed by the Mayor and made part of the public records of the Town.

Section 3. CERTIFICATION OF MILL LEVIES

That for the purpose of meeting all general operating expenses of the Town of Rico during the 2012 budget year there is hereby levied a tax of 13.020 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for year 2011.

That for the purpose of meeting all street fund expenses of the Town of Rico during the 2012 budget year there is hereby levied a tax of 1.785 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for year 2011.

That for the purpose of meeting all sewer fund expenses of the Town of Rico during the 2012 budget year there is hereby levied a tax of 3.939 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for year 2011.

Section 4. EFFECTIVE DATE

This Ordinance shall take effect immediately upon final adoption.

ORDINANCE INTRODUCED, READ APPROVED AND ADOPTED ON THE 19th DAY OF OCTOBER 2011.

ORDINANCE READ, APPROVED AND ADOPTED ON FINAL READING THIS 7th DAY OF DECEMBER 2011.

By: Barbara R. Petty **Attest:** Linda Dillsworth

Mayor **Town Clerk**