



Date: December 6<sup>th</sup>, 2018

TO: Town of Rico Board of Trustees  
FROM: Kari Distefano  
SUBJECT: Town Manager's Report

*1. Lease agreement with the Dolores County School District for the Rico Elementary School Building*

The Dolores County School Board requested that this discussion be included on this agenda. It is my understanding that they would like the Town to take over operations and maintenance of the Rico Elementary School building. That would include funding, at a minimum, electricity, heat and water. To make the building actually usable, we would want internet. We have not appropriated any money in our 2019 budget to cover these costs. Further, we are already looking at a deficit in the general fund next year of approximately \$128,000 and if sales and property taxes continue to go down, it could be worse.

While there are a number of constructive things that we could do with that building including providing a co-work space for entrepreneurs, providing a venue for medical video conferencing or exploring the option with regional school districts for providing voc-tech classes, I do not believe that it is in any way sustainable without the Dolores County School District freeing up money from the district to either fund transportation to Telluride for our kids or to continue to support the cost of the utilities. While I understand the argument that part of the reason the Rico Elementary School failed was because parents of younger kids chose to send their children to Telluride, even though Rico was available, the Dolores County School District has never been able to provide schooling to older students.

Because it came up in our last discussion, I thought it was worth doing a little research on the various mechanisms of funding for public schools in Colorado. According to the *School Finance in Colorado* brochure prepared by the Legislative Council Staff in April 2018 the State of Colorado funds each pupil based on a formula that includes district per pupil funding times district pupil count and then some adjustments based on at-risk students and other factors including the ability to recruit and retain staff and cost of living. According to the 2018-19 School Finance Act as Appropriated per HB18-1370, the Dolores County School District will receive \$10,848.59 per pupil while the Telluride R1 School District receives \$10,837.40 per pupil, \$11.19 less. Both Dolores County and the Telluride R1 District receive more state funding

than the average, which is \$7,662 per pupil. This is due to small student enrollment. Local taxes make up the remainder of a school's budget. This contribution is an average of 38% of the schools' total budget statewide. Dolores County has a mill levy of 18.562 to fund the Dolores County School District. This year, the Town of Rico will contribute will contribute \$99,998.65 to the Dolores County School District.

Colorado State Statute is weak with respect to legislating the provision of education however there is a reference to "thorough and uniform system of free public schools", something that Dolores County School District has not for middle school and high school students in many years if ever. I strongly recommend we approach this with caution and do not enter into any agreement that costs the Town additional money without a fair contribution from the Dolores County School District.

## *2. Telluride Foundation Grant*

We have received an additional grant from the Telluride Foundation for an economic analysis of potential gains from the construction of a central sewer in the commercial core. I have also received the necessary paperwork from the Department of Local Affairs so I can write and issue a request for proposals right away.

## *3. 1<sup>st</sup> Reading of an Ordinance to amend the Town of Rico Budget for 2018*

When Towns generate their budgets for the upcoming year, they do their best to accurately budget based on anticipated funds and anticipated expenditures. Of course there are always unexpected events. In the past couple of years, the Town of Rico has passed ordinances in January and February amending the previous year's budget to account for these unexpected events because Colorado State budget laws require that states follow statutory procedures to authorize spending that was not appropriated in the annual budget.

Technically a Town is not suppose to do this after they have already spent the money but according to Rico's auditor, they often do. In our case, this amendment would have been unnecessary this year because except for the General Fund, our appropriations exceeded our expenditures. What put us out of compliance this year was the receipt and expenditure of the new bus. Even when a Town gets a grant for something specific the Town needs to appropriate that expenditure prior to spending the money. To bring us back into compliance with the state, albeit late, we need to amend our budget. Being the chief financial officer among other things is for me an ongoing learning experience. I have attached a copy of the budget amendment ordinance to

this packet. It includes a table that shows what the Town actually spent compared to what we budgeted as of December 31st.

*4. Approval of the Renewal of the Liquor License for the Rico Hotel an Argentine Grill*

This is an annual occurrence and their paperwork is in order.

*5. Approval of an agreement with San Miguel Authority for Regional Transportation to continue the shuttle service between Rico and Telluride*

On Thursday January 10<sup>th</sup>, the San Miguel Authority for Regional Transportation (SMART) approved an agreement with the Town of Rico to continue transit services between Rico and Telluride. As a reminder the basic components of the agreement are as follows:

- The Town of Rico will deed the bus to SMART and provide \$10,000 toward operating costs. In return;
- The Rico Center Logo will be on the bus and included in other marketing material.
- SMART will subsidize approximately 80% of the cost of operating the route.
- SMART will provide operations, including the driver and maintenance of the bus.
- SMART will provide insurance for the bus.
- SMART will guarantee that the Rico Route will operate to and from Rico Monday through Friday but reserves the right to use the bus for other purposes.

This agreement represents a \$45,000 annual subsidy from SMART. The bus has ski racks, bike racks and snow tires. It also includes provisions for handicap access and is in full compliance with the requirements of the Americans with Disabilities Act. It will continue to leave from the Enterprise Bar and Grill at 7:00 AM and the Telluride Courthouse at 5:30 PM. The bus should be here and ready to roll by the first of February. I think that we all owe Esteban a great many thanks for keeping the shuttle operating for the past year. It would not have been such a success had he not worked so hard.

*6. Approval of a Contract with Brown's Hill Engineering and Controls to install a Supervisory Control and Data Acquisition System (SCADA)*

Last month the Town of Rico issued a Request for Proposals for a company to install a (SCADA) system for our water line. This system will allow us to track waterline operations remotely so that Dennis will be able to reduce his trips to check the tanks and the well to once a week rather than once a day. This will not only save time and wear and tear on our vehicle but it

will allow us to find problems earlier. Ultimately we are planning to expand the system to include remotely read meters too. I am currently exploring funding for meter replacements.

We got two very good proposals. We selected the more local firm. I have attached to this packet a contract and an exhibit that includes a description of the scope of services. The total cost is expected to be \$39,870.00. This money has been appropriated and will come out of the water fund capital improvements line item.

*7. Approval of an Easement agreement with the owner of the Assay Office*

Following the discussion last month about old assay office encroachment on to Soda Street and the Trustee's denial of a request for a partial roadway vacation, I talked to our Town Attorney and she drafted a right-of way encroachment agreement as a strategy to allow Ms. Ellease to clear the title and restore the old building. A copy is attached to this packet. As you will recall, a straw poll at the last meeting indicated that Trustee Board members were willing to enter into this kind of an arrangement. Because this situation occurs in a number of places around town, our attorney suggested that we pass an ordinance that would give the Town the authority to enter into permanent encroachment agreements. She will have that ordinance drafted by next month's meeting but in an effort to allow Ms. Ellease to continue with her plans in a timely manner, I am suggesting that you approve this agreement.

*8. Adoption of the 2019 Work plan*

Staff is requesting that the Board of Trustees approve the 2019 work plan as discussed and revised at the January 13<sup>th</sup> retreat. When I send and publish this packet, it will still be in draft form.

*9. Amending the business license ordinance to include providers of service*

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

#### *10. Combining Enterprise Funds*

Mayor Zach McManus asked that we explore the idea of combining the sewer and water funds into one fund to allow more flexibility. Both funds are Enterprise Funds, which means

“Under TABOR, an **enterprise** is **defined** as: (a) a government-owned (b) business (c) authorized to issue its own revenue bonds, and (d) receiving under 10% of annual revenue in grants from all **Colorado** state and local governments combined.”

Our Attorney thinks that this may be possible but she was uncertain as to how to go about it. One potential advantage would be that should we construct a central sewer system, the paperwork with respect to billing and allocating employee costs would be simpler. There may be a possibility that general costs could also be combined but I’m not sure that would be an advantage. In terms of budgeting they would need to be accounted for separately anyway so that we could accurately track the cost of running each system.

#### *12. Requirement to clear the title of the Johnson Property*

There is a contract on the Johnson property at 134 S. Glasgow. This is the property that has the big hole. The woman that wants to buy it would like to build a coffee shop with a living space included. I believe that it would be in the best interest of the Town to have this occur. The broker who is dealing with the transaction does not want to see her buy the property with the cloud on the title represented by the letter that our Attorney wrote to the existing owners regarding the excavation. As a Board I would like your opinion on how to deal with this. I believe that we would like something to be built on the lot but the potential owner may not be able to apply for a building permit or otherwise stabilize the site by May. I am attaching a copy of the Attorney’s letter to this packet. One option would be to extend the May deadline to a date agreed upon by the potential owner.

**TOWN OF RICO ORDINANCE  
NO.2019-01**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO, AMENDING RICO  
BUDGET ORDINANCE NO. 2017-02 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 2018 Budget as previously adopted by Ordinance No. 2017-2 , for unanticipated expenditures or receipt of additional revenues. The purpose of this amended budget ordinance is to reconcile and amend the 2018 budget for increased expenditures and their corresponding revenues;

**WHEREAS**, the Town of Rico's **General Fund** revenues for regular operations were lower than estimated in December 2017. This was due to reduced property taxes and reduced sales tax income likely caused by the National Forest closure. **The General Fund has a projected revenue decrease of \$43,171.66.**

**WHEREAS**, the Town of Rico's **General Fund** expenditures for regular operations were lower than estimated in December 2017. This was due to reduced expenditures in labor costs and other administrative expenses. **The General Fund has a projected expenditure decrease of \$66,513.96.**

**WHEREAS**, the Town of Rico's **General Fund** revenues for capital and special projects were higher than estimated in December 2017. This was due to the success of the Rico shuttle and a grant from the Rico Center for a new, larger bus. **The General Fund for Capital and Special Projects revenue has a projected increase of \$80,388.32.**

**WHEREAS**, the Town of Rico's **General Fund** expenditures for capital and special projects were higher than estimated in December 2017. This was due to the purchase of the larger bus. **The General Fund for Capital and Special Projects expenditures has a projected increase of \$86,817.83.**

**WHEREAS**, the Town of Rico's **Street Fund** revenues for regular operations were higher than estimated in December 2017. While there was a reduction in property taxes, there was an increase in the highway users tax. **The Street Fund has a projected revenue increase of \$6,421.49.**

**WHEREAS**, the Town of Rico's **Street Fund** expenditures for regular operations were lower than estimated in December 2017. This was due to a mild winter and reduced expenditures in labor costs. **The Street Fund has a projected expenditure decrease of \$34,692.58.**

**WHEREAS**, the Town of Rico's **Street Fund** revenues for capital and special projects were higher than estimated in December 2017. This was due to unpredicted building permit fees. **The Street Fund for Capital and Special Projects revenue has a projected increase of \$1005.70.**

**WHEREAS**, the Town of Rico's **Street Fund** expenditures for capital and special projects was lower than estimated in December 2017. The Town had budgeted for a water truck but did not purchase one. **The Street Fund for Capital and Special Projects expenditures has a projected decrease of \$22,840.68.**

**WHEREAS**, the Town of Rico's **Water Fund** revenues for regular operations were lower than estimated in December 2017. Rico residents were more conservative with their water use. **The Water Fund has a projected revenue decrease of \$2,630.98.**

**WHEREAS**, the Town of Rico's **Water Fund** expenditures for regular operations were lower than estimated in December 2017. This was due to fewer necessary repairs. **The Water Fund has a projected expenditure decrease of \$42,957.08.**

**WHEREAS**, the Town of Rico's **Water Fund** revenues for capital and special projects were lower than estimated in December 2017. The cost of the preliminary engineering report for an analysis of the Rico Water System was lower than expected and payment from the two funders, the Colorado Water Conservation Board and the Southwestern Water Conservation Board has not yet been received. **The Water Fund for Capital and Special Projects revenue has a projected decrease of \$58,250.00.**

**WHEREAS**, the Town of Rico's **Water Fund** expenditures for capital and special projects was lower than estimated in December 2017. The cost of the preliminary engineering report for an analysis of the Rico Water System was lower than expected. The Town is responsible for 25% of the total cost of the report and the Colorado Water Conservation Board and the Southwestern Water Conservation Board will reimburse the Town for the rest. **The Water Fund for Capital and Special Projects expenditures has a projected decrease of \$85,532.54.**

**WHEREAS**, the Town of Rico's **Sewer Fund** revenues for regular operations were lower than estimated in December 2017. Property taxes were lower than expected. **The Sewer Fund has a projected revenue decrease of \$130.90.**

**WHEREAS**, the Town of Rico's **Sewer Fund** expenditures for regular operations were lower than estimated in December 2017. This was due to an appropriation for training that did not take place. **The Sewer Fund has a projected expenditure decrease of \$3,072.62.**

**WHEREAS**, the Town of Rico's **Sewer Fund** revenues for capital and special projects were lower than estimated in December 2017. The cost of the preliminary engineering report for the installation of a central sewer system in the commercial core of the Town of Rico was lower than expected and the second payment of the grant for the report from the Department of Local Affairs has not yet been received. **The Sewer Fund for Capital and Special Projects revenue has a projected decrease of \$61,575.35.**

**WHEREAS**, the Town of Rico's **Sewer Fund** expenditures for capital and special projects was lower than estimated in December 2017. The cost of the preliminary engineering report for the installation of a central sewer system in the commercial core of the Town of Rico was lower than expected. The Town is responsible for 50% of the total cost of the report and the Department of Local Affairs will reimburse the Town for the rest.

**The Sewer Fund for Capital and Special Projects expenditures has a projected decrease of \$61,575.35.**

**WHEREAS**, the Town of Rico's **Parks, Open Space and Trails Fund** revenues for regular operations were higher than estimated in December 2017. **The Parks, Open Space and Trails Fund has a projected revenue increase of \$2,215.28.**

**WHEREAS**, the Town of Rico's **Parks, Open Space and Trails Fund** expenditures for regular operations were lower than estimated in December 2017. **The Parks, Open Space and Trails Fund has a projected expenditure decrease of \$1,926.17.**

**WHEREAS**, the Town of Rico's **Parks, Open Space and Trails Fund** revenues for capital and special projects were lower than estimated in December 2017. Work on a pocket park next to the Rico Town Hall did not occur so the anticipated Great Outdoors Colorado grant did not materialize. **The Parks, Open Space and Trails Fund for Capital and Special Projects revenue has a projected decrease of \$22,500.00.**

**WHEREAS**, the Town of Rico's **Parks, Open Space and Trails Fund** expenditures for capital and special projects was lower than estimated in December 2017. Work on a pocket park next to the Rico Town Hall did not occur so the anticipated Great Outdoors Colorado grant did not materialize. **The Parks, Open Space and Trails Fund for Capital and Special Projects expenditures has a projected decrease of \$37,500.00.**

**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 2017 annual budget to reflect the above described changes in revenues and expenses.

**WHEREAS**, the Town of Rico's **Conservation Trust Fund** revenues were higher than estimated in December 2017. **The Conservation Trust Fund has a projected revenue increase of \$662.92.**

**WHEREAS**, the Town of Rico's **Conservation Trust Fund** expenditures were lower than estimated in December 2017. **The Conservation Trust Fund has a projected expenditure decrease of \$2,798.00.**

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

**SECTION 2.** The amendments set forth herein in no way effect the taxes levied as set forth in the 2017 Budget, Ordinance No. 2017-2.

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

**ORDINANCE INTRODUCED, READ, APPROVED AND ADOPTED ON THE 16th DAY OF January 2019.**

**ORDINANCE READ, APPROVED AND ADOPTED BY FINAL READING THIS 20th**



**DAY OF FEBRUARY 2018.**

**By:.**

\_\_\_\_\_  
**Rico Mayor**

**Attest:**

\_\_\_\_\_  
**Rico Town Clerk**



## 2018 Amended Summary

Revenues			
	Revenues 2018 Adopted Budget	Revenues as of December 31 <sup>st</sup> 2018	Revenue Increase/ Decrease
General Fund - Regular Operations	\$350,795.42	\$307,623.76	-\$43,171.66
General Fund - Capital & Special Projects	\$15,226.00	\$95,614.32	+\$80,388.32
Street Fund - Regular Operations	\$47,190.00	\$53,611.49	+\$6,421.49
Street Fund – Capital & Special Projects	\$0	\$1,005.70	+\$1,005.70
Water Fund – Regular Operations	\$126,200.00	\$123,569.02	-\$2,630.98
Water Fund – Capital & Special Projects	\$60,000	\$1,750.00	-\$58,250.00
Sewer Fund – Regular Operations	\$22,587.19	\$22,456.29	-\$130.90
Sewer Fund – Capital & Special Projects	\$74,000.00	\$12,424.65	-\$61,575.35
Parks, Open Space & Trails – Regular Operations	\$48,531.33	\$50,746.61	-\$2,215.28
Parks, Open Space & Trails – Capital & Special Projects	\$22,500.00	\$0	-\$22,500.00
Conservation Trust Fund	\$2,000.00	\$2,662.96	+\$662.96

## 2018 Amended Summary

Expenditures			
	Expenditures 2018 Adopted Budget	Expenditures as of December 31 <sup>st</sup> 2018	Expenditure Increase/ Decrease
General Fund - Regular Operations	\$383,399.93	\$316,885.97	-\$66,513.96
General Fund - Capital & Special Projects	\$19,726.00	\$106,543.83	+\$86,817.83
Street Fund - Regular Operations	\$76,991.77	\$42,299.19	-\$34,692.58
Street Fund – Capital & Special Projects	\$46,000.00	\$23,159.32	-\$22,840.68
Water Fund – Regular Operations	\$133,583.46	\$90,626.38	-\$42,957.08
Water Fund – Capital & Special Projects	\$125,336.80	\$39,804.26	-\$85,532.54
Sewer Fund – Regular Operations	\$3,500.00	\$427.38	-\$3,072.62
Sewer Fund – Capital & Special Projects	\$148,000.00	\$34,142.62	-\$113,857.38
Parks, Open Space & Trails – Regular Operations	\$42,509.50	\$40,583.33	-\$1,926.17
Parks, Open Space & Trails – Capital & Special Projects	\$37,500	\$0	-\$37,500
Conservation Trust Fund	\$5,000.00	\$2,202.00	-\$2,798.00

## **CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between:

- A. The Town of Rico, Colorado (Town) and  
Brown's Hill Engineering and Controls, (Contractor).

### **Article 1 The Project**

The Project consists of: The design and installation of a supervisory control and data acquisition system for the Town of Rico's water system as shown on attached Exhibit A.

### **Article 2 Scope of Work**

- 2.1 The term "Work," as used in this Contract includes all labor necessary to produce the construction required by this Contract, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.2 The Contractor shall provide all of the Work required by this Contract for the Project.
- 2.3 By executing this Contract, the Contractor represents that he has visited the site and become familiar with the local conditions under which the Work must be performed.

### **Article 3 Time of Commencement and Completion**

- 3.1 The Work shall be commenced with ten (10) days upon written Notice to Proceed from the Town.
- 3.2 The Work will be completed by April 1<sup>st</sup>, 2019.

### **Article 4 Contract Price and Payment**

- 4.1 The Town will pay the Contractor \$39,870.00, for the satisfactory performance of the Work, subject to additions and deductions by written Change Order as provided in this Contract.

- 4.2 Subject to the applicable provisions of this Article, the Contractor may submit written applications for progress payments to the Town's Representative, who shall upon review and approval submit to the Town certificates for payment, who shall in turn make progress payments to the Contractor as follows:

The Town shall make period progress payment to Contractor within fifteen (15) days following the Town's Representative's approval of the Work completed. Progress payment shall be in an amount equal to ninety percent (90%) of the Work completed until fifty percent (50%) of the total Work on the Project, as determined by the Project manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project site and suitably stored. After fifty percent (50%) of the total Work is completed, the retainage shall be reduced to five (5%). A progress payment shall be made only after the Contractor has submitted an application for a progress payment on a form approved by the Town's Representative, and if requested by the Town's Representative, Contractor shall submit copies of all invoices from any subcontractors or suppliers and partial waivers executed by each subcontractor or supplier to whom payment is to be made by Contractor and the Town's Representative, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

- 4.3 If the Contract Price exceeds One Hundred and Fifty Thousand Dollars (\$150,000.00), after completion of the Work, the Town shall publish a Notice of Final Settlement, twice, at least ten (10) days prior to the date of final settlement. The Town shall withhold from final payments any amounts as required pursuant to C.R.S. § 38-26-107.
- 4.4 In addition to the retainage set forth in paragraph 4.2, payments may be withheld on account of (a) defective Work not remedied, (b) claims for nonpayment against Contractor or any subcontractor asserted or evidence which indicates probable assertion of such claims, (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (d) damage to another contractor or the Town, or (e) unsatisfactory prosecution of the Work by the Contractor.
- 4.5 Final payment shall not be due until (a) forty-five days after (a) the completion of the Work, (b) publication of the Notice of Final Settlement, if the Contract Price exceeds one hundred and fifty-thousand dollars, (c) the

Town's Representative has inspected and approved the Work as complying with the contract, (d) receipt of copies of all invoices from any subcontractors and suppliers and a release executed by each subcontractor and supplier to whom payment is made by Contractor, and (e) receipt of any manufacturer or supplier warranties and equipment literature, and (f) any as built plans required are delivered to the Town.

- 4.6 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and remaining unsettled.
- 4.7 Any and all payments of money by the Town pursuant to this Contract shall be subject to the annual appropriations of money.

#### **Article 5 Additional Documents**

- 5.1 Attached and incorporated into this Contract are the following exhibits:
  - 5.1.1 Exhibit A Proposal dated December 14<sup>th</sup>, 2018.
- 5.2 The Contract and documents listed in Section 5.1.1 shall be signed in duplicate by the Town and the Contractor. If either the Town or the Contractor do not sign the Drawings, Specifications, or any of the other documents listed in Section 5.1.1, the Town's representative shall identify them.

#### **Article 6 Town's Representative**

- 6.1 For the purposes in this Contract, the Town's Representative shall be Kari Distefano, Town Manager.
- 6.2 The Town's Representative will provide general administration of the Contract and will be the Town's representative during construction and until issuance of the final certificate for payment.
- 6.3 The Town's Representative shall at all times have access to the Work wherever it is in preparation and progress.
- 6.4 The Town's Representative will make periodic visits to the site to become familiarize generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with this Contract. On the basis of the Town's Representative's on-site observations, the Town's Representative will keep the Town informed

of the progress of the Work, and will endeavor to guard the Town against defects and deficiencies in the Work. The Town's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Town's Representative will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with this Contract.

- 6.5 Based on such observations and the Contractor's applications for payment, the Town's Representative will determine the amounts owing to the Contractor and will issue certificates for payment.
- 6.6 The Town's Representative will be, in the first instance, the interpreter of the requirements of the Contract and will make decisions on all claims and disputes.
- 6.7 The Town's Representative will have authority to reject all or any portion of the Work that does not conform to this Contract.

#### **Article 7 Town Obligations**

- 7.1 The Town shall issue all instructions to the Contractor through the Town's Representative.

#### **Article 8 Contractor Obligations**

- 8.1 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract.
- 8.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 8.3 The Contractor shall at all times enforce strict discipline and good order among its employees, its subcontractors, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned.



- 8.4 The Contractor warrants to the Town and the Town's Representative that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with this Contract. All of the Work not so conforming to these standards may be considered defective.
- 8.5 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at Contractor's expense except as provided in Section 7.1. The Town is exempt from state and local sales and use taxes. Contractor shall take steps to obtain such exemption from the Colorado Department of Revenue pursuant to C.R.S. § 39-26-708(3).
- 8.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the Town's Representative if the drawings and specifications are at variance therewith.
- 8.7 The Contractor shall be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- 8.8 The Contractor shall review, stamp with its approval and submit all samples and shop drawings as directed for approval of the Town's Representative for conformance with the design concept and with the information given in this Contract. The Work shall be in accordance with approved samples and shop drawings, if any were required as part of the Project.
- 8.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations or operations of its subcontractors. At the completion of the Work the Contractor shall remove from the Project all waste materials, rubbish, tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Project "broom clean" or its equivalent, except as otherwise specified.

## **Article 9 Subcontractors**

- 9.1 A subcontractor is a person who has a contract with the Contractor to perform any of the Work on the Project.
- 9.2 Unless otherwise specified in this Contract or in the instructions to bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town's Representative in writing a list of the names of subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any subcontractor to whom the Town may have a reasonable objection. The Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Contract insofar as applicable.

#### **Article 10 Separate Contracts and Town Work**

- 10.1 The Town reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.
- 10.2 The Contractor shall afford other contractors or the Town reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate its efforts with theirs.
- 10.3 Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

#### **Article 11 Performance and Payment Bonds**

- 11.1 If the Contract Price exceeds One Hundred and Fifty Thousand Dollars, a Performance and a Payment Bond shall be submitted by the Contractor.
  - 11.1.1 Each bond shall be in the amount of the Contract Price and shall either be in the form supplied by the Town or shall be in such other form as approved by the Town.
  - 11.1.2 Each bond shall comply with the requirements of C.R.S. §§ 38-26-105 and 106.
- 11.2 If the Contract Price is One Hundred and Fifty Thousand Dollars or less, at the Town's discretion, a clean irrevocable letter of credit to the Town from a bank acceptable to the Town may be substituted for

Performance and Payment Bonds. Such letter of credit shall not expire prior to one year following final settlement.

- 11.3 The Town reserves the right to require Performance and Payment Bonds if a Change Order increases the Contract Price in excess of One Hundred and Fifty Thousand Dollars.

## **Article 12 Time**

- 12.1 All time limits stated in this Contract are of the essence.
- 12.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause that the Town's Representative may determine justifies the delay, then the contract time shall be extended by change order for such reasonable time as the Town's Representative may determine.
- 12.3 In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance that are not the result of acts or omission within control of the Town or a person acting on behalf of the Town. The Town shall extend the time of performance; however, to correspond to the length of any delay suffered by Contractor due to activities or circumstances that are unforeseen or unforeseeable in the construction industry, and so long as such delay is not attributable to Contractor's acts or omissions, or those of any person or entity or subcontractor controlled or selected and contracted for by Contractor.

## **Article 13 Liquidated Damages**

The time of completion of the construction of the Project is the essence of this Contract. Should the contractor neglect, refuse or fail to complete the construction within the time agreed upon, after giving effect to extensions of time, if any, then, in that event and in view of the difficulty of estimating with exactness the damages caused by such delay, the Town shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the contractor the sum of \$250.00 per day for each and every day that construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty.

## **Article 14 Protection of Persons and Property and Risk of Loss**

- 14.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (a) all employees on the Work and other persons who may be affected thereby, (b) all of the Work and all materials and equipment to be incorporated therein, and (c) other property at the site or elsewhere.
- 14.2 Contractor shall bear all risk of loss to the Work, or materials or equipment for the Work due to fire, theft, vandalism, or other casualty or cause, until the Work is fully completed and accepted by the Town. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

## **Article 15 Indemnification**

The Contractor agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Contractor error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor, or at the option of Town, agrees to pay Town or reimburse Town for the defense costs incurred by Town in connection with, any such liability, claims, or demands. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. The obligation

of this section shall not extend to any injury, loss, or damage caused solely by the act, omission, or other fault of the Town, its officers, or its employees.

## **Article 16 Insurance**

The Contractor agrees to procure and maintain, at its own cost, during the entire period of this Contract, a policy or policies of liability insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Contract including property, bodily injury and death, as well as claims worker's compensation and other employee benefit law. Such insurance shall be a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death, and five hundred thousand dollars (\$500,000) for property damage. Such insurance shall name the Town as additional, incurred, and shall provide for a minimum thirty (30) days' written notice of cancellation. Proof of such insurance shall be filed Contractor with the Town prior to the execution of the Construction Contract by the Town.

- 16.1 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this contract, or at its discretion the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to Town upon demand, or Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 16.2 The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 16.3 This Contract shall not be executed, and no Notice to Proceed shall be given until the certificates required above, are submitted and approved by the Town.

## **Article 17 Governmental Immunity**

The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 et seq.), or otherwise available to the Town, its officers, or its employees.

## **Article 18    Changes in the Work**

- 18.1    The Town without invalidating this contract may order changes in the Work consisting of additions, deletions, or modifications with the contract sum and the contract time being adjusted accordingly. All such changes in the Work shall be authorized by written change order signed by the Town.
- 18.2    The contract sum and the contract time may be changed only by Change Order.
- 18.3    The cost or credit to the Town, if any, from a change in the Work shall be determined by unit prices if specified in this Contract, or by mutual agreement.

## **Article 19    Correction of the Work**

- 19.1    The Contractor shall correct any of the Work that fails to conform to the requirements of this Contract where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one (1) year from the date of final settlement of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by this Contract.
- 19.2    The provisions of this Article apply to the Work done by subcontractors as well as to the Work done by the Contractor, and are in addition to any other remedies or warranties provided by law.

## **Article 20    Termination by the Contractor**

If the Town's Representative fails to issue a certificate of payment for a period of thirty (30) days through no fault of the Contractor, or if the Town fails to make payment thereon for a period of thirty (30) days, the Contractor may, upon seven (7) days' written notice to the Town and the Town's Representative, terminate the Contract and recover from the Town payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery, including reasonable profit and damages.

## **Article 21    Illegal Aliens**

- 21.1 Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- 21.2 Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- 21.3 The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c)).
- 21.4 The Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
- 21.5 If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 21.6 The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
- 21.7 If the Contractor violates these illegal alien provisions, the Town may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary

of State if the Contractor violates these provisions and the Town terminates this Contract for that reason.

- 21.8 The Contractor shall notify the Town of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

## **Article 22 Termination by the Town**

- 22.1 This Contract is contingent upon the Town's issuance of a Notice to Proceed to the Contractor, which shall only be issued upon the Town's approval of a submitted design by the Contractor, pursuant to separate contractual arrangement with the Town. Should the Town not approve of the design as submitted, the Town is not obligated to issue a Notice to Proceed with this contract and reserves the right to terminate this contract accordingly, with no payment or penalty obligation whatsoever.
- 22.2 If the Contractor defaults or neglects to carry out the Work in accordance with this Contract or fails to perform any provision of the contract, the Town may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contractor's work under the contract and take equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient, and if the unpaid balance of the contract sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Town. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.
- 22.3 Notwithstanding any other provisions in this Contract, the Town may terminate this contract, with or without cause, with seven (7) days written notice to the Contractor. Upon receiving such written notice from the Town terminating the Contract, Contractor shall cease providing services related to the Work immediately. The Town shall only be liable for payment to Contractor for Contractor's services



related to the Work that were performed prior to receipt of the notice. In addition, the Town shall only be liable for materials acquired by Contractor prior to receipt of the notice. Materials paid for by the Town under this provision shall be the property of the Town and shall be immediately deliverable by Contractor upon such payment by the Town. The Town shall not be liable for any services performed or materials acquired after receipt of the notice.

#### **Article 23    Miscellaneous Provisions**

- 23.1 Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this Contract and to enable the requesting party to enjoy the full benefits conferred upon such party by this Contract.
- 23.2 This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this Contract.
- 23.3 This Contract is expressly subject to the provision of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Town of Rico Board of Trustees for payment of the Contract. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Town of Rico Board of Trustees.
- 23.4 This Contract shall inure to the benefit of and be binding on the parties, their successors and assigns.
- 23.5 If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.


- 23.6 This Contract shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this Contract and venue shall be in Dolores County, Colorado.
- 23.7 No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
- 23.8 The rights and remedies available under this contract shall be in addition to any rights and remedies allowed by law.
- 23.9 The terms of this Contract shall remain in full force and effect following final payment.
- 23.10 This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 23.11 For the convenience of the parties, signatures to this Contract may be provided through facsimile transmission. The signature of a party to this Contract supplied by facsimile transmission shall be as binding as an original.
- 23.12 Wherever in this Contract, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this Contract, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply. This contract is governed by the laws of the State of Colorado.

TOWN:

CONTRACTOR:

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Zachary McManus, Town of Rico  
Mayor

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Brown's Hill Engineering and  
Controls

Attest:  
Linda Yellowman, Town of Rico  
Clerk

## Exhibit A

## Exhibit A

# **TOWN OF RICO**

## **PROPOSAL FOR SCADA SYSTEM INSTALLATION**

**JOB # 18-562 SQ01**

**DECEMBER 2018**



December 14, 2018

Town of Rico  
2 Commercial Street  
Rico, CO 81332

RE: RFP – SCADA System Design and Installation

Dear Sir/Madam,

Browns Hill Engineering & Controls is pleased to submit the attached proposal pursuant to the RFP documents provided for the Town's Supervisory Control and Data Acquisition (SCADA) System.

This affirms that the information provided in this proposal is true and accurate to the best of our knowledge and that the Company stands ready to fully comply with all the terms and conditions of conducting business with the Town.

We look forward to the opportunity to partner with you on this project. If you have any questions, please don't hesitate to contact me. My contact information is provided below.

Respectfully Submitted,



Matt Ballard  
Chief Operating Officer  
Browns Hill Engineering & Controls  
E: [mballard@brownshilleng.com](mailto:mballard@brownshilleng.com)  
P: 720.402.3737  
F: 720.344.7460

# **SECTION I:**

# **COMPANY**

# **OVERVIEW**





## SECTION I: COMPANY OVERVIEW & ORG CHART



### Company Overview

Browns Hill Engineering & Controls (BHEC) is a complete control system integrator with more than 18 years of experience on a variety of municipal and industrial water and wastewater Control System Integration projects throughout the Rocky Mountain Region.

The Company is a leader in design, retrofit, programming, deployment and overall project execution of SCADA control systems, including PLCs, HMIs, VFDs and instrumentation. BHEC designs and implements SCADA networks & data management as well as facility security and multi-node network implementation using radio, cellular, and cyber-secure remote access.

### Areas of Expertise

The broad range of products and services Browns Hill offers includes the following:

- Engineering
- Instrumentation
- Control Panels
- SCADA & RTU
- Network Engineering
- Automation
- Security
- Training
- Field Service & Support
- SCADA/PLC Programming Services

Additional details in each area of expertise can be found on the Company's website, [www.browns hilleng.com](http://www.browns hilleng.com).

## **System Integrator Competencies**

***GE iFix.*** Browns Hill is a registered SI for GE iFix. BHEC has extensive experience with GE iFix software, including many large installations such as Thornton WTP, Boulder WWTP and Eagle River Water & Sanitation. BHEC has also provided these solutions on virtual machine environment and incorporated features such as Thin Client Manager and Redundant Historian installations.

***Schneider Electric.*** Browns Hill has experience with Quantum, Momentum and M-340 platforms using ProWorx, Concept and Unity Pro. BHEC has performed PLC upgrades and Maintenance for Thornton, Arvada and Westminster who all use the Schneider Platform.

***Ethernet Networking.*** Browns Hill has an IT group of 7 engineers and technicians who are trained in Industrial Control Systems networking and Cyber Security. BHEC can design and configure complex local area networks and provide remote access solutions utilizing high speed ethernet radios and public internet.

***Instrumentation Setup and Calibration.*** Browns Hill technicians are trained in setup and calibration of instrumentation commonly found in Water/Wastewater Control systems. Brands include Endress+Hauser, Rosemount and Hach. Types include magmeters, ultrasonic level/open channel flow and analyzers.

## **UL Certified Panel Fabrication**

Utilizing industry-leading control automation packages and drives, Browns Hill provides a wide and varied base of experience and expertise to Control System Integration projects, both Contract and Design/Build.

With our UL-508A & UL-698A certified panel fabrication shop, electrical engineering group, and 24/7 Emergency Field Service with factory trained technicians our clients have come to rely on Browns Hill Engineering & Controls as the complete control system integrator.

**Browns Hill Panel Shop**



## **Locations**

In addition to its headquarters in Littleton, Colorado, Browns Hill also maintains the following three (3) regional offices to optimize responsiveness and service levels to customers throughout Colorado and the surrounding states:

OFFICE LOCATION	SERVICE AREA
Grand Junction	CO Western Slope, Eastern Utah
Durango	Southwest CO, Northern New Mexico
Avon/Vail	I-70 Corridor (mountain communities)

## **Structure**

From just three employees back in 2000, Browns Hill has grown to a team of more than fifty (50) skilled professionals today serving over 300 clients throughout Colorado and the surrounding states. We embrace a company-wide commitment to client satisfaction.

## **Philosophy/Core Values**

Browns Hill strives to provide clients with reliable and innovative expertise for a complete solution to all of their engineering and control needs. Through a highly responsive, serviced-focused approach, we partner with our customers to solve their most complex control system challenges and allow them to maximize their operations and the quality of their products.

Below are the seven (7) core values that define Browns Hill as an organization and describe the Company's approach to doing business and servicing our customers:

**Integrity** - At all times, we will act with integrity ... doing what is right and delivering on our promises to each other, our suppliers and our customers.

**Teamwork** - We are fully committed to a team approach that leverages our strengths and produces synergies that result in greater efficiencies.

**Communication** - Both internally and externally, we believe regular, clear and open communication is crucial to the health and success of the organization.

**Results-Driven** - Individually, and as a team, we will set goals and achieve results that drive company profitability.

**Service-Focused** - We embrace the fact that we are in the business of servicing our customers by first understanding their needs and then delivering products or services that meet or exceed their expectations; a flexible, highly responsive approach is critical to providing an exceptional customer experience.

**Innovative** - Through our insight into the customer and the world around us, we will create innovative, meaningful and inspiring solutions – continually striving to improve and adjust what we do and how we do it to the changing world.

**Disciplined** - In all we do, we are accountable, thorough, and reflect a commitment to excellence; we do what it takes to get the job done right.

# Browns Hill Engineering & Controls Org Chart



# **SECTION II:**

# **METHODOLOGY/ SCOPE OF WORK & COST**



**BROWNS HILL**  
ENGINEERING & CONTROLS



## SECTION II: METHODOLOGY/SCOPE OF WORK & COST

### Project Methodology/Scope of Work & Cost

Project: Town of Rico SCADA System

Browns Hill Job #: 18-562 SQ01

Bid Date: December 14, 2018

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish instrumentation, control systems and electrical specifically listed in the following "Scope of Work". In compliance with plan drawings and specifications sections listed:

#### **Methodology:**

Provide an overall SCADA System for control and alarming of the Water Tanks filling process from the Well Pump Site. The system will consist of control panels at the Well Site, Tanks Site and Town Hall. The Well and Tanks Sites will communicate to each other in order for the tanks filling process to automatically occur based on the tanks fill start and stop level setpoints. There will be a control panel with Human Machine Interface (HMI), at the Town Hall, which communicates to the remote sites in order to monitor and control the overall system. The selected system design and equipment is to allow for future expansion of control and monitoring at the two remote sites.

#### **Scope of Work:**

##### **Well Site Details:**

- The Well Site shall have a local PLC with inputs and outputs for the control and monitoring of the Well Pump VFD, Well Pump Running Amps, Water Line pressure, Water flowrate, Building temperature and Chemical feed pump.
- The Well site will communicate to the other sites using a cellular router and cellular booster to create a VPN tunnel between the Well Site and the Town Hall SCADA network. This approach allows for remote access to the local PLC for troubleshooting plus programming.
- The Well control panel shall include relays to monitor the utility power and an Uninterrupted Power Supply (UPS) to provide power in the event of a power loss in order to shut down the Well plus send out a power failure alarm to the SCADA System.

##### **Water Tanks Site Details:**

- The Water Tanks Site shall have a local PLC with inputs for the monitoring of the Water Tanks Level based on water line pressure and Building temperature.
- The Water Tanks site will communicate to the other sites using an Ethernet radio that talks to another Ethernet radio at the Town Hall. This approach allows for remote access to the local PLC for troubleshooting plus programming. The SCADA System will monitor and alarm the Water Tanks Site even in the event that the valley cellular and/or Internet networks go down.
- The Water Tanks control panel shall include relays to monitor the utility power and an Uninterrupted Power Supply (UPS) to provide power in the event of a power loss in order to send out a power failure alarm to the SCADA System.

### **Town Hall Site Details:**

- The Town Hall Site shall have a local advanced HMI based SCADA System for the monitoring of the other sites. The approach of using an advanced HMI SCADA rather than a computer and software-based SCADA provides a very reliable system without the IT complications and cost to maintain a computer and the software versions.
- The Town Hall site advanced HMI SCADA will provide graphical screens of the overall system, each remote site, alarming, operational trends and flow totals for control and monitoring. The unit will send out alarms via texting and emails to multiple personnel. The unit will collect and store system historical data that can be retrieved and used with Microsoft Excel. The unit can be remotely accessed by mobile phones, tablets or computers, through a secure connection, to give full control as though the operator was standing in front of the HMI.
- The Town Hall site will have a VPN firewall that allows for remote access and Well Site communication based on the Department of Homeland Security guidelines for Municipalities. In addition, the Town Hall site will have an Ethernet radio connection to the Water Tanks site for "always on" monitoring and alarming of the Water Tanks Site even in the event that the valley cellular and/or Internet networks go down. The Ethernet radio will not be mounted on the Town Hall Building.
- The Town Hall control panel shall include relays to monitor the utility power and an Uninterrupted Power Supply (UPS) to provide power in the event of a power loss in order to send out a power failure alarm to the Operators.
- In the event of a loss of communications between sites the system will have a delay before alarming, to allow the communications to come back. If the communications do not return within the delay time, the system will shut down the filling process and send out a communications failure alarm.

### **Enclosures and Equipment**

#### **Tanks Site Panel**

- Provide Fully Assembled & Wired RTU Panel Containing:
  - Nema 12 Electrical Enclosure & Back Panel
  - 900 MHz Ethernet Radio/Antenna
  - Ethernet TVSS, Ethernet Cable & Terminations
  - A-B Micro 1400 PLC with Analog inputs
  - 120 VAC TVSS, UPS back-up power and power loss detection relays
  - Lot- Circuit Breakers, Fuse Blocks, Terminal Blocks, Relays, Din Rail, Wire Duct & Wire
- Radio Programming and installation
- RTU Installation & Start-up
- PLC programming and communications set-up
- Building Temperature sensor
- Tanks Level Transducer

#### **Well Site Panel**

- Provide Fully Assembled & Wired RTU Panel Containing:
  - Nema 12 Electrical Enclosure & Back Panel
  - Cellular VPN Modem
  - Cellular High Gain exterior mount antenna
  - Antenna TVSS, Antenna Cable & Terminations
  - A-B Micro 1400 PLC with Analog inputs and outputs
  - 120 VAC TVSS, UPS back-up power and power loss detection relays
  - Lot- Circuit Breakers, Fuse Blocks, Terminal Blocks, Relays, Din Rail, Wire Duct & Wire
- VPN Programming and installation
- Move the existing Well Pump VFD to make room for the new control panel.

- RTU Installation & Start-up
- PLC programming and communications set-up
- Building Temperature sensor
- Magnetic Flowmeter with local display
- Ability to monitor and trend the Well Pump running amps.

#### **SCADA Panel for Town Hall**

- Provide Fully Assembled & Wired RTU Panel Containing:
  - Nema 1 Electrical Enclosure & Back Panel
  - Maple Systems Advanced HMI with Remote Access, Data collection and Alarming Notification
  - VPN Firewall Unit to connect to Towns Internet Network
  - 900 MHz Ethernet Radio/Antenna
  - Ethernet TVSS, Ethernet Cable & Terminations
  - 120 VAC TVSS, UPS back-up power and power loss detection relays
  - Lot- Circuit Breakers, Fuse Blocks, Terminal Blocks, Relays, Din Rail, Wire Duct & Wire
- VPN Programming and installation
- RTU Installation & Start-up

This proposal includes all drawings, factory tests, field inspections, field testing, operator/maintenance training and startup services as required in the contract

Only items listed on this scope of work are included in this pricing.

**Exclusions:** The following items are specifically excluded from this scope of work. These items are noted for clarification purposes. This list is not intended to include all items on the project that are excluded.

- All costs for onsite storage, handling and equipment protection.
- All warranties will be FOB the equipment manufacturers repair facility
- All costs associated with cutting, patching and painting
- No local taxes or federal taxes have been included in this proposal.
- No bonding costs have been included in this proposal.
- No cellular service costs have been included in this proposal.
- No local internet access service costs have been included in this proposal.
- All costs associated with Well piping changes needed to accommodate Mag Meter installation
- No state taxes have been included in this proposal. It is assumed that the Towns Tax Exempt Certificate can be used to remove any taxes.

Browns Hill Engineering & Controls, LLC agrees to perform all work described per this proposal for the following lump sum price.

Proposal lump sum cost  
**\$39,870** and no/100 dollars

This proposal is valid for 30 days and subject to revision after that time.



# **SECTION III:**

# **QUALIFICATIONS OF PROJECT PERSONNEL**



**BROWNS HILL**  
ENGINEERING & CONTROLS

### SECTION III: QUALIFICATIONS OF PROJECT PERSONNEL

It is anticipated that the following Browns Hill personnel will be included on the Project Team:

Name	Project Role	Experience Summary
Craig Swick	Client Manager	More than 8yrs experience with the Company; degreed Engineer based in the Durango office with strong background in PLC, HMI and SCADA systems programming as well as start-up and calibration of instruments and live system upgrades. Proficient in a wide variety of Rockwell products, including RS Logix 5000 and 500 PLCs, Panel View OIPs, and Factory Talk View SCADA. He has played a key role in several PLC/SCADA upgrades, including Pagosa Area Water & Sanitation District and Telluride WWTP.
Kelly Drescher	PLC Programmer	Based in Avon CO, Kelly has close to five years of experience in controls and automation; having worked previously for a water & sanitation district, she has a great understanding of the customer's perspective. Kelly has been with the Company 1.5yrs. She has been instrumental in PLC/SCADA projects at Lochbuie WTP and Evans WWTF.
Charles Moore	Field Tech	Dedicated Durango-based technician with more than 20yrs experience in electrical instrumentation and 2.5yrs with the Company, communication, process control and automation. Solid background in ladder logic and function block programming. Extensive use of Rockwell Automation library of software. He has been key in both the Telluride and Vista WWTP PLC replacement projects.
Curtis Harris	Field Tech	Extremely skilled in programming and troubleshooting PLCs and SCADA systems; strong background in installation and maintenance of motors and controls; based in SW Colorado. Curtis has been with the Company 1.5yrs and has played a key role in the Vista WWTP and Aspen PLC replacement projects.
Will Castrey	Network and Systems Engineer (IT)	Proficient in designing, installing, configuring & troubleshooting industrial networks. Expertise working with SCADA systems; skilled in HMI. Will has been with Browns Hill for 5yrs and has played a major role in several PLC/SCADA projects, including Boxelder WWTP and Chipeta.

The individuals above will be directly involved in the project and will oversee the efforts of other Browns Hill personnel assigned to the project. Additional resources will be allocated as needed. Neither existing nor upcoming projects are expected to prevent any of the above team members from full participation and engagement on the project.

Resumes for the above personnel are included on the pages that follow.

## **Craig Swick**

10 Town Plaza, #337  
Durango, CO 81301

(970) 497-0980

[cswick@brownshilleng.com](mailto:cswick@brownshilleng.com)

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### ■ **PROFESSIONAL EXPERIENCE SUMMARY**

- **FIELD WORK** - Hands-on experience in the process and electrical / controls industries. This includes wiring control panels and field equipment, PLC, HMI and SCADA systems programming and start-up, calibration of instruments and live system upgrades.
- **PROGRAMMING** - Programming and troubleshooting skill set includes SCADA, PLC, Alarm Call-out systems, Data reporting software and VPN / Remote Access of various manufacturers. Proficient with Allen-Bradley RS Logix 5000 and 500 PLC's, Panel View OIP's and Factory Talk View SCADA. PLC experience includes scadaPACK, Siemens, Direct Logics, Opto22, Modicon and Mitsubishi. SCADA / OIP experience includes iFIX, Wonderware, Iconics, ClearSCADA, Maple Systems, C-more and Red Lion. Other experience includes: WIN911 alarm call-out; XLReporter data reporting; Ubiquiti, GE, Freewave, Phoenix Contact Radios;
- **CONSTRUCTION** - Hands-on experience in all phases of industrial & commercial construction plus site supervision and management.
- **ENGINEERING** - Electrical / Controls and process design, specification and implementation experience. Design and troubleshooting of electrical / control systems from the utility transformer thru power distribution to field equipment. This experience includes design and implementation of control panels, communication networks, process control systems and radio networks.
- **MANAGEMENT** — Proficient in all aspects of Project Management from estimation and proposal development thru commissioning and training. Proven track record on gathering and weighing information from all angles and sources to formulate thorough approach options.

### ■ **DETAILED WORK EXPERIENCE**

- BROWNS HILL ENGINEERING & CONTROLS** - Durango, CO 2009 - Current  
**Client Manager / Engineer / Field Technician**
- SW Colorado projects and service work with; Pagosa Area Water and Sanitation District, Town of Pagosa Springs, Cortez Water, Cortez Sanitation, Town of Telluride WWTP & WTP, Loma Linda / South Durango Sanitation District, Hermosa Sanitation and many others.
- SOLUTIONS CONTROLS & ENGINEERING CO** — Crested Butte, CO 2007 - 2008  
**Field Technician / Engineer / Owner**
- Consulting / Contract engineering / Construction Supervision
- SWICK CONSTRUCTION CO** - Crested Butte, CO 2007 - 2008  
**Working Owner**
- ASPEN VALLEY HOSPITAL** — Aspen, CO 2003 - 2005  
**Contract Project Manager and Engineer**
- CERIC USA, Inc.** - Golden, CO 2000 - 2003  
**Project Manager**
- First American project manager for the CERIC Group headquartered in Paris, France.
  - Successfully managed all aspects of turnkey brick manufacturing plant installations from contract signing through client final plant acceptance.
  - General contractor for US & International sub-contractors and vendors.

**TOMMYKNOCKER BREWERY** Idaho Springs, CO / Phoenix, AZ 1998 to 2000  
**Contract Engineer**

- Directed the construction of the largest production brewery in Arizona. The brewery is capable of producing over 30,000 barrels of beer annually.
- Managed and performed the design, procurement and installation of the; building modifications, complete brewery process and packaging equipment, boiler and steam distribution system, refrigeration and glycol systems, RO water treatment and electrical / control systems.

**ADVANCED SYSTEMS ENGINEERING** - Denver, CO 1998  
**Owner / Consulting Engineer / Fabricator**

**DENVER MINERAL ENGINEERS INC.** - Littleton, CO 1994 to 1998  
**Project Manager / Senior Process Engineer**

- Designed, specified and built process equipment, systems and plants for the chemical, oil and gas, mining, water/wastewater treatment and remediation industries.

**STEPAN CHEMICAL COMPANY** - Elwood, IL 1991 to 1994  
**Process Engineer / Project Engineer**

**A.E. STALEY MFG. COMPANY** - Lafayette, IN 1990 to 1991  
**Project Engineer**

■ **EDUCATIONAL BACKGROUND**

- **PURDUE UNIVERSITY WEST LAFAYETTE, IN**  
Bachelors of Science in Chemical Engineering, 1991
- **PURDUE UNIVERSITY WEST LAFAYETTE, IN** American  
Chemical Society Approved Bachelors of Science in Chemistry, 1989

194 Eagle Road B  
Avon, CO 81620

Phone: (970) 471-8336  
E-mail: kboswell05@gmail.com

# Kelly Drescher

## Education

### Bucknell University

Lewisburg, PA

- B.S. Electrical Engineering, May 2009
- Minor in Mathematics (Statistical)
- GPA: 3.5/4.0

### Colorado Technical University

Online

- M.S. Project Management (Incomplete)
- GPA: 4.0/4.0

## Coursework

- Control Systems Design
- Electromechanical Energy Conversion
- Digital System Design
- Electronics I & II
- Introduction to Computer Science I
- Linear Systems
- Digital VLSI Circuit Design
- Microcontroller System Design
- Theory/Appl Electromagnetics
- Circuit Theory I & II
- Foundations of Electrical Engineering
- Differential Equations
- Calculus I, II, & III
- Probability Applications in Electrical Engineering
- Statistics II
- Leadership and Ethical Decisions

## Certifications and Training

ISA CCST II, CWEA E/I II, Distribution II, ISA Operational Networking, GE IP Industrial Networking, GE SOA and Workflow, GE Historian, Electrical Troubleshooting, ICS

## Skills

RSLogix 5,500, 5000, Studio 5000, Allen Bradley PLCs including SLC 5/05, MicroLogix ControlLogix and CompactLogix, SCADA systems including iFix, Historian, SOA, and Workflow, Factory Talk View Studio, Crimson 3.0, EZWare, iX Developer, MOSCAD, Microsoft Office, Visual Basic, Windows OS's, Java, Verilog, Mathcad, Matlab, Xilinx, PSpice, Minitab, HTML, PHP, 70 WPM, CIS Infinity, Paperflow, Papervision, LoggerPro, POS, work within various virtual environments, comfortable with industrial networking

## Experience

### Controls and Automation Programmer

Browns Hill Engineering & Controls Littleton, CO February 2017 – Present

- PLC and HMI programming including design, testing, implementation, and troubleshooting for control and automation in water and wastewater facilities.
- Alarming and historian (data collection) configuration including report programming and generation
- Radio, VFD and instrumentation configuration, installation, and troubleshooting

### Controls and Automation Technician III

Eagle River Water & Sanitation District Vail, CO December 2013 – March 2017

- Design, implementation, and troubleshooting of controls and automation systems for wastewater and water facilities.
- PLC programming, HMI design, workflow programming, data reporting and analysis, and instrumentation
- 4-20mA loop implementation and instrumentation calibration and troubleshooting
- Project management of various contractual work and occasional supervisory duties.

**Math and Science Teacher****Soccer Coach**

Vail Mountain School

Vail, CO

September 2010 -- June 2013

- Teach AP Physics - Mechanics, Statistics, Pre-calculus, 9<sup>th</sup> Physical Science
- Coach Upper School Girls the spring season

**Sports Performance Camp Director and Coach**

Vail Mountain School

Vail, CO

August 2010 -- June 2013

- Perform managerial and organizational duties involved with logistics
- Create and run general fitness routines and soccer practices

**Customer Service and Information Technology Assistant**

Eagle River Water &amp; Sanitation District

Vail, CO

August 2009 -- December 2013

- Served as assistant project manager for installation of backup generator at Avon Drinking Water Facility
- Collected GIS data in the field, entered data in computer, and organized data and accounts

**FAA En Route Automization and Modernization Internship**

FAA William J. Hughes Technical Center Atlantic City, NJ

Summer 2007 &amp; 08

- Worked with En Route Automation Modernization Technical Operations Test Team
- Designed, programmed and implemented a database to hold test results and evaluation of air traffic control software and hardware in Microsoft Access using Visual Basic

**Accomplishments****Member of Bucknell Women's Soccer Team**

2005 - 2009

- Gained experience in leadership, time management, teamwork, and sportsmanship.
- Exhibited dedication and commitment in year round training and development for competition.
- Team Achievements: 2005 Patriot League Champions
- Personal Achievements: 2008 Team Captain, 2005 - 08 Patriot League Academic Honor Roll, 2008 Gibbons-Crane Award, 2006 Owl Eyes Classic All-Tournament Team

**Member of Bucknell Ski Team**

2005 - 2009

- 2009 President
- Women's A Team, qualified for Regionals 2006 , 07, 08, & 09

Charles H Moore  
cmoore@brownshilleng.com  
+1 970 903-0783

## **PROFESSIONAL SUMMARY**

Dedicated and hardworking professional with twenty years of trade experience. Proven Project Management in Electrical, Instrumentation, Communication, Process Control and Automation.

## **EXPERIENCE**

Browns Hill Engineering & Controls, Durango, CO      2016-Present  
*Industrial Control Technician*

- Programming, electrical wiring, and communication setup of PLCs including but not limited to: ControlLogix, CompactLogix, MicroLogix, Siemens, and DirectLogix PLCs.
- Installation and troubleshooting of MCCs and LCPs for control of motors, using VFDs, RVSSs, and starters. Integration of PLCs, Operator Panels and various SCADA systems including Maple Systems, GOT, Red Lion and FactoryTalk SE and ME.
- Communication protocol integration into PLCs and various networks including DH+, Modbus, Serial, Hart, Fieldbus and Profibus, and ethernet communications.
- Programming and setup of Routers, switches, VPNs, local networks and long and short-range radios for access to remote sites and other local networks.
- Extensive use of Rockwell Automation library of software, including Logix programming, Linx communications, FactoryTalk View SCADA programming, Historian data logging and many other RA programs.
- Proficient in ladder logic, and function block programming. Experienced with VB Macros and OPC server.

Grupo Cementos de Chihuahua, Hesperus, Colorado      2008-2015  
*Automation & Process Control Engineer*

- Technical instruction and daily management of System Operators, Electricians and Technicians from Instrumentation, Tracking and Communication, Network, Automation, Reliability, and Quality Control.
- Troubleshoot and repair issues for mobile and stationary AC/DC equipment, VFDs, Soft starters, instrumentation and transformers up to 2kVA. Maintain substation, capacitor banks, regulators, GE multilins, etc.
- Work with atmospheric monitoring systems, calibration and maintenance of many types of transducers and sensors. Installation and maintenance of modbus, fieldbus, ethernet, controlnet, devicenet, RF, fiber optics, networks and more.
- Use of Rockwell library of software, familiar with ABB, Direct Logic, Baldor. Allen Bradley, ABB, Cutler Hammer drives. Proficient in ladder logic, and function block programming. Experienced with VB Macros and OPC server.

## EDUCATION

DeVry University, Gurnee, Illinois    2001-2004  
Bachelor of Science, Computer Information Systems

## Certifications

Eaton USA 2016  
Installation of DG1 and

MSHA 2006-2015  
Underground/Surface Mine Electrician, Underground/Surface Electrical Instructor, Underground  
Mine Foreman, Underground/Surface Trainer, Underground/Surface Fireboss

USMC 1994-1997  
United States Marine Corps School of Supply Administration, Primary Marksmanship Instructor

SAP Administrator      2012

Proficient CMMS for use in preventative maintenance, work orders, data analysis, requisitions, and more

Other

Bilingual Spanish, proficient with AutoCAD, database management, and Microsoft Office programs. Able to work in Linux and UNIX. Cisco Certified Technician, First Responder Certified. Radiation Safety Officer certified.



# Curtis Harris

## OVERVIEW

As a career industrial electrician/mechanic I have had the opportunity to work on diesel and electric equipment ranging from small to large, stationary to mobile. I have worked with simple machines utilizing mechanical controls to remote controlled automated machines, from the power supply to actuated movements. Having made the transition to the automation and controls side has allowed me bring hands-on experience to the integration side of industry, providing the practical knowledge and experience needed.

## EXPERIENCE

### **Browns Hill Engineering and Controls, Littleton CO-Field Tech**

February 2017 – PRESENT

Field Technician specializing in instrumentation and automation integration for water and waste water treatment facilities. Field troubleshooting, repairs, replacement, and installation of motor controls including VFD's, soft starts, and across the line starters. Programming and troubleshooting of OIP's including Allen Bradley, Maple Systems, and Red Lion. Field troubleshooting of control and instrumentation issues utilizing RS logics 500, 5000 and Studio. HMI programming and modifications with Factory Talk View and RS View. Startup/commissioning of new facilities and training of personnel. Setup for remote access and alarm callout. Extensive experience with troubleshooting and repairs to power and control wiring.

### **GCC Energy, Hesperus CO— Mine Electrician**

October 2013 – February 2017

Underground Electrician working with Automation Technician and Project Automation Engineers to install and troubleshoot control equipment for the Mine processes. Worked with Direct Logic, Allen Bradley Compact, Micro, SLC and Control Logix PLCs. Trained on SCADA system for Cement Processes. Worked with ladder logic and function block diagrams for troubleshooting issues with PLC programs. Installation of and troubleshooting of Communication systems and communication converters including, fiber optics, Modbus, Ethernet, DeviceNet, Coaxial, Wifi and radio.

251 Sawmill Circle  
Bayfield, CO, 81122  
(970) 903-9743  
charris@brownshilleng.com

## SKILLS

- Electrical troubleshooting of power and control systems.
- Programming of and troubleshooting utilizing PLC's and SCADA systems.
- Installation, maintenance, and troubleshooting of motors, controls, and wiring.

## AWARDS

Safe Miner of the year 2014, 2015

## Certifications

Eaton VFD Commissioner

Surface and Underground Coal Mine  
Electrician and Electrical Trainer

MSHA Certified Trainer

MSHA Colorado Mine Foreman

Radiation Safety Officer

## References

Steven Janes, Plant manager, Hermosa  
Sanitation District 970-759-0185

Joe Hewitt, WWTP Plant Superintendent  
Pagosa Area Water Sanitation District 316-  
633-3403

Wade Wymore, Plant Superintendent GCC  
Energy 970-903-5716

# William Castrey

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(720) 402-3709 | wcastrey@brownshilleng.com

## Skills and Capabilities

- Design, modify, and deploy SCADA systems.
- Design, modify, and deploy industrial networks.
  - Provide improved security and accessibility.
  - Ethernet, radio, and fiber communications.
- Deploy, troubleshoot, and develop industrial software.
  - iFix®, iHistorian®, FactoryTalk®, Wonderware®, Iconics®, Dream Reports®, and Win-911®.
- Design, modify, and deploy virtual industrial environments.
  - Designed and developed Browns Hill Engineering and Controls' vmSCADA® product.

## Experience

### Browns Hill Engineering and Controls

System Engineer, July 2013 - Present

- Over 20 iFix® systems implemented.
- Over 40 industrial networks redesigned.
- Deployed 15 vmSCADA® systems.
- Conversion from Wonderware® to iFix®.
- Conversion from FactoryTalk® to iFix®.
- Implemented virtualized system covering 3 water and 3 wastewater facilities.
  - iFix and iHistorian installation at all locations.
  - Redesigned industrial network to allow for interconnection of all facilities.
  - Virtualized the server system using VMware® to improve resilience.
  - Increased operator visibility using mobility and multi-screen technologies.
  - Screen design with touch capability.

## Education

BACHELOR OF SCIENCE | DECEMBER 19, 2008 | BRIGHAM YOUNG UNIVERSITY

- Major: Electrical Engineering
- Minor: Business Management

# **SECTION IV:**

# **PROJECT**

# **EXPERIENCE**



**BROWNS HILL**  
ENGINEERING & CONTROLS

## SECTION IV: PROJECT EXPERIENCE

The following are examples of relevant PLC/SCADA projects Browns Hill has completed within the past five years:

### PROJECT NAME: PAINTBRUSH HILLS vmSCADA

Owner Name / Address	Paint Brush Hills 9985 Towner Avenue Peyton, CO 80831	
Owner Contact	Leon Gomes	
Owner Phone Number	719-495-8188	
Other Project Data:		
Total Value of Construction (including change orders): \$165,392.00		
Notice of Award: March 2018	Completion Date: July 2018	Time to Complete: 4 Months
Description of Project / Scope of Work Performed:		
Completely designed a new SCADA system, including the addition of PLCs and a radio system for 10 remote locations. This entailed a custom design, including building/wiring of new PLC panels and the necessary programming and installation at each of the 10 sites. Browns Hill specified, designed and built/programmed a brand new SCADA System for the District utilizing Inductive Automation HMI Software (Ignition) on a virtual server platform called vmSCADA®. Browns Hill met with the customer and built specific, custom HMI Screens in Ignition to meet the District's needs and also allow for future expansion. They now have remote monitoring and control of these locations along with alarming and notifications when issues arise. With the Ignition vmSCADA® system, we were also able to comply with all National Cyber Security standards and achieve 1-hour complete disaster recovery.		

### PROJECT NAME: GENESEE ADVANCED WATER TREATMENT FACILITY

Owner Name / Address	Genesee Water & Sanitation District 2310 Bitterroot Lane Golden, Colorado 80401	
Owner Contact	Randy Rooney	
Owner Phone Number	303-278-9780	
Other Project Data:		
Total Value of Construction (including change orders): \$566,536		
Notice of Award: September 2015	Completion Date: September 2017	Time to Complete: 24 months
Description of Project / Scope of Work Performed:		
Provided the SCADA network and control equipment to build the district a brand-new water treatment plant. Provided Logix 5000 and Compact Logix PLCs. Browns Hill provided all the PLC and HMI programming for the plant operations as well as all the electrical gear and instrumentation to run the plant processes.		

### PROJECT NAME: CHIPETA WATER SCADA SYSTEM

Owner Name / Address	Chipeta Water District 14738 6175 Road Montrose, CO 81403	
Owner Contact	Matthew Collier, District Manager	
Owner Phone Number	970-249-8871	
Other Project Data:		
Total Value of Construction (including change orders): \$85,900.00		
Notice of Award: January 2016	Completion Date: August 2016	Time to Complete: 8 months
Description of Project / Scope of Work Performed:		
The Chipeta Scada system consisted of multiple radio frequencies and multipath radio networks. Browns Hill designed and installed 10 site distribution control systems, including a new computer with a SCADA system at the main office.		
Browns Hill engineered and wired 5 tanks, 2 control valves and 2 pump stations. By collaborating with the operator, Browns Hill automated all systems for redundant system operation. All sites were fully functional at the end of each work day.		

PROJECT NAME: WESTMINSTER PUMP STATION IMPROVEMENTS		
Owner Name / Address		City of Westminster 4800 W. 92 <sup>nd</sup> Avenue Westminster, CO 80031
Owner Contact		Julie Koehler, City Project Manager
Owner Phone Number		720-658-2178
Other Project Data:		
Total Value of Construction (including change orders): \$395,501.00		
Notice of Award: July 2015	Completion Date: July 2016	Time to Complete: 24 Months
Description of Project / Scope of Work Performed:		
Provided setup, MCC, VFDs, and fully wired PLC cabinet including wiring diagrams/schematics. Provided programming, startup, and commissioning of all instrumentation for 3 sites.		

PROJECT NAME: AURORA PETER BINNEY WPF SOLIDS DEWATERING & FILTER		
Owner Name / Address		City of Aurora 15151 E. Alameda Parkway Aurora, CO 80012
Owner Contact		John Bruneau, Project Manager
Owner Phone Number		720-859-4325
Other Project Data:		
Total Value of Construction (including change orders): \$808,350.00		
Notice of Award: October 2015	Completion Date: February 2017	Time to Complete: 16 Months
Description of Project / Scope of Work Performed:		
Provided electrical equipment, PLC, control panels & process instrumentation as well as all associated commissioning, start up, calibration, and wiring diagrams.		

PROJECT NAME: EVANS WWTF & LIFT STATION		
Owner Name / Address		City of Evans 1100 37 <sup>th</sup> Street Evans, CO 80620
Owner Contact		Robby Porsch, Wastewater Superintendent
Owner Phone Number		970-630-3302
Other Project Data:		
Total Value of Construction (including change orders): \$1,501,441.00		
Notice of Award: July 2016	Completion Date: July 2018	Time to Complete: 24 Months
Description of Project / Scope of Work Performed:		
Browns Hill's scope of work was to provide all the large electrical gear, PLCs, and Instrumentation on the project. We procured all of the MCCs, VFDs, Panelboard, Safety Switches and Transformers for the project.		
Along with procuring all the equipment, Browns Hill integrated all the gear and Instrumentation into the PLC control panels that were built and programmed in our Shop. The PLCs were Allen Bradley Control Logix. Browns Hill also built and configured the Factory Talk HMI control system to operate the new plant.		

PROJECT NAME: NORTHGLENN WWTF HEADWORKS & DIGESTER IMPROVEMENTS		
Owner Name / Address		City of Northglenn 11701 Community Center Drive Northglenn, CO 80233
Owner Contact		Ray Reling, Utility Manager
Owner Phone Number		303-450-4049
Other Project Data:		
Total Value of Construction (including change orders): \$884,700.00		
Notice of Award: April 2016	Completion Date: September 2017	Time to Complete: 17 Months
Description of Project / Scope of Work Performed:		
Providing PLCs, Area Control Centers, MCCs, PLC & HMI software for new waste water plant and lift station.		

**PROJECT NAME: ERWSD EDWARDS WWTP SOLIDS HANDLING**

Owner Name / Address		Eagle River Water & Sanitation District 846 W. Forest Road Vail, CO 81657	
Owner Contact		Parker Newbanks	
Owner Phone Number		970-476-7480	
Other Project Data:			
Total Value of Construction (including change orders): \$1,107,322.00			
Notice of Award: September 2014		Completion Date: November 2016	
		Time to Complete: 26 Months	
Description of Project / Scope of Work Performed:			
Provide switchboards, MCCs, VFDs, power panels, lighting panels, transformers, instrumentation, PLC systems, computer systems, HMI software, PLC programming software, tests, startup and training services.			

**PROJECT NAME: RIFLE WATER PURIFICATION FACILITY GMP #2**

Owner Name / Address	Rifle Water Purification Facility 100 Hospital Hill Road Rifle, CO 81650	
Owner Contact	Robert Burns	
Owner Phone Number	970-665-6599	
Other Project Data:		
Total Value of Construction (including change orders): \$1,316,084.00		
Notice of Award: June 2015	Completion Date: March 2017	Time to Complete: 21 Months
Description of Project / Scope of Work Performed:		
Procured MCCs, Variable Frequency Drives (VFD), Switchgear, Transformers, Panelboards, Local Control Panels (LCP), PLCs, and instrumentation.		

**PROJECT NAME: BOULDER 75<sup>TH</sup> STREET PROCESS AUTOMATION UPGRADES**

Owner Name / Address		City of Boulder 1777 Broadway Boulder, CO 80302	
Owner Contact		Ramon Lago	
Owner Phone Number		303-413-7356	
Other Project Data:			
Total Value of Construction (including change orders): \$968,927.00			
Notice of Award: June 2016		Completion Date: July 2017	
		Time to Complete: 11 Months	
Description of Project / Scope of Work Performed:			
Replaced old GE Fanuc PLCs with new GE RX3I PLCs, iFix HMI programming.			

**PROJECT NAME: GRANBY SOUTH SERVICE AREA WTP**

Owner Name / Address	Granby Water & Sanitation District P.O. Box 440 Granby, CO 80446	
Owner Contact	Josh Broady	
Owner Phone Number	970-531-2110	
Other Project Data:		
Total Value of Construction (including change orders): \$532,796.00		
Notice of Award: March 2016	Completion Date: January 2018	Time to Complete: 22 Months
Description of Project / Scope of Work Performed:		
Provided the SCADA network including programming to build the District a brand new Water Plant. Provided Logix 5000 and Compact Logix PLCs. We also provided all the Eaton Electrical gear to run the pumps and power the plant.		

## RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

THIS AGREEMENT, made and entered into effective the \_\_\_\_ day of January, 2019, by and between: the Town of Rico, a Colorado home rule town,(Town); and Thomas Lunifeld and Mina Hakami (Licensee).

### RECITALS

WHEREAS, Lot 39 and 40, Block 12 (Property) is owned by Licensee and the Historic Assay Building of the Rio Grande Southern Railroad a/k/a the old stone building (Assay Building) is located on the Property;

WHEREAS, the Assay Building encroaches on the Town of Rico right-of-way by approximately 3 feet - 8 inches on the North side only which is Soda Street;

WHEREAS, Licensee and Town desires to enter into this agreement to memorialize the fixed encroachment so the Property has free and clear title concerning any encroachment or trespass issues in contemplation of a sale of the Property; and

WHEREAS, the portion of the Town right-of-way to be used by Licensee is depicted in Exhibit A, which is attached to and by this reference incorporated in this Agreement (Encroachment Area).

NOW, THEREFORE, in consideration of the recitals above, and the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. Grant of License. The Town grants to Licensee permission to enter upon the Town right-of-way and to use the Encroachment Area described above (License), subject to the terms, conditions and limitations of this Agreement. The License granted in this Agreement shall be subject to all existing utility easements, if any, located within the Town Right-of-Way, or any other easements, conditions, covenants or restrictions of record.
2. Term. This License shall continue until terminated under paragraph 8 below.
3. Consideration. The consideration for this License is \$150.00 which has been received by the Town.
4. No Real Property Interest. Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the Town Right-of-Way. The Town retains legal possession of the full boundaries of its right-of-way and this Agreement merely grants to Licensee the privilege to use the Encroachment Area described above throughout the term of this Agreement.
5. No Vested Right. Notwithstanding any expenditure of money, time or labor by Licensee on or within the Encroachment Area, this Agreement shall not create an assignment coupled with an interest or any vested rights in favor of Licensee. Licensee shall expend any time, money or labor on or in the Encroachment Area at Licensee's own risk and peril.
6. Limited Scope. The License granted to Licensee is limited in scope to the use of the existing portion of the Assay Building that is located within the Encroachment Area and any improvements thereto. Licensee shall not have the right to expand the Encroachment Area or alter or change Licensee's use

of the Encroachment Area without the Town's prior written consent.

7. Assignment. The License is transferable only upon the conveyance of the property and shall run with the land unless revoked by the Town. This agreement shall be binding on the parties to this Agreement and their respective successors and permitted assigns.
8. Termination. This agreement and the License granted by it to Licensee shall terminate upon any substantial breach of this Agreement or upon the complete destruction of the Assay Building such that the portion of the Assay Building located within the Encroachment Area no longer exists.
9. No Compensation to Owner. In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be entitled to any compensation or reimbursement for any costs or expenses incurred in any way arising from this Agreement or relating to the construction, installation, maintenance or removal of improvements in the Encroachment Area, nor any monetary damages of any kind.
10. Removal of Encroachment on Termination. At such time as this Agreement and the License granted by this Agreement to Licensee is terminated, Licensee shall remove, at the option of the Town, at Licensee's sole cost and expense, any and all encroachments or improvements owned or maintained by Licensee in the Town Right-of-Way. If Licensee fails to exercise its duties under this paragraph, the Town shall have the right to remove the encroachments or improvements and restore the Town Right-of-Way, the full and complete cost of which shall be borne by Licensee. Licensee shall reimburse the Town its full cost and expense for any such removal or restoration.
11. Recording Notice of Termination. Upon termination of this Agreement, the Town may cause a written Notice of Termination to be recorded with the Dolores County Clerk and Recorder.
12. Insurance. Licensee shall maintain at all times during the term of this Agreement, at Licensee's sole cost, a policy or policies of comprehensive general liability coverage on an occurrence basis in an amount adequate to protect the Town and public from harm.
13. Compliance with Law. Licensee shall adhere to and comply with all ordinances, laws, rules and regulations that may pertain to or apply to the Encroachment Area and Licensee's use of the Encroachment Area.
14. Indemnification. To the fullest extent permitted by law, Licensee agrees to indemnify, defend, save, and hold the Town, its officers, agents, servants, employees, boards and commissions harmless from and against:
  - A. Damage to Licensee's Property. Any and all claims, loss or damage (including reasonable attorneys' fees) to Licensee's encroaching improvements or any property belonging to or rented by Licensee, its officers, servants, agents or employees, which may be stolen, destroyed, or in any way damaged by any cause.
  - B. Damage to Others. Any claims, suits, judgments, costs, attorneys' fees, loss, liability, damage or other relief, including but not limited to workers' compensation claims, to any person or property in any way resulting from or arising out of the existence of this Agreement or the existence,



maintenance, use or location of Licensee's encroaching improvements within the Town right-of-way. In the event of any action against the Town, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the Town's choosing.

C. Mechanic's Lien. Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Licensee or work performed by or for Licensee upon or at the Encroachment Area or Licensee's property. Such indemnification shall include the Town's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

16. Breach and Limits on Damages. If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the Town be liable to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Licensee against the Town for monetary damages. If any legal action is brought by the Town for the enforcement of any of the obligations of Licensee related to or arising from this Agreement and the Town is the prevailing party in such action, the Town shall be entitled to recover from Licensee reasonable interest and attorneys' fees.
17. Miscellaneous.
  - a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Dolores County, Colorado.
  - b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by any Party shall not constitute a waiver of any of the other terms or obligation of this Agreement
  - c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
  - d. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
  - e. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
  - f. Modification. This Agreement may only be modified or amended upon written agreement of the Parties. No agent, employee, or representative of either Party is authorized to modify any term of this Agreement, either directly or implied by a course of action.

- g. Governmental Immunity. Both Parties and their officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Parties and their officers, attorneys or employees.

IN WITNESS WHEREOF, the parties execute the same.

TOWN OF RICO, COLORADO

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Zach McManus, Mayor

ATTEST:

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Linda Yellowman, Town Clerk

LICENSEE:

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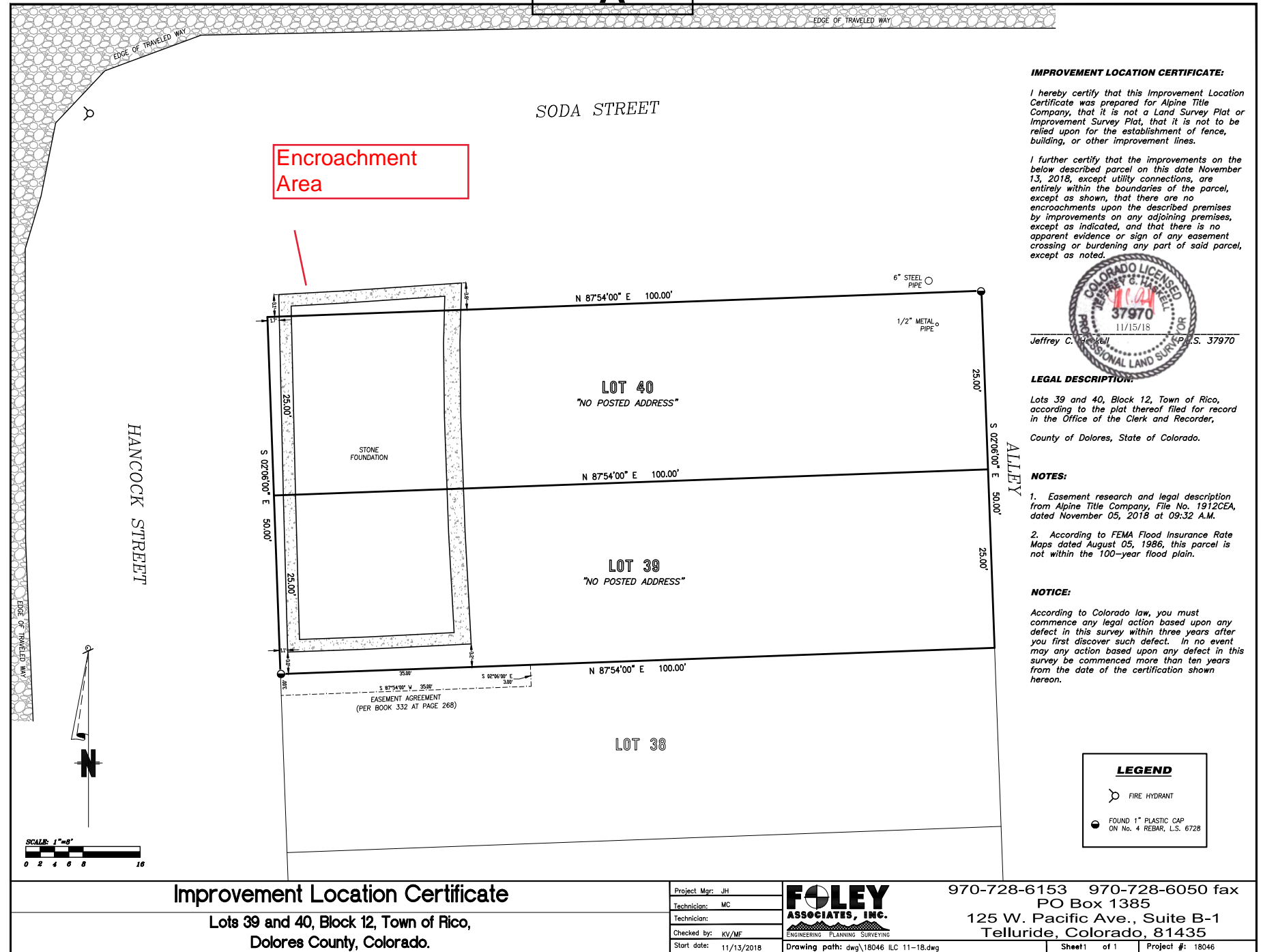
Thomas Lunifeld

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Mina Hakami

# EXHIBIT

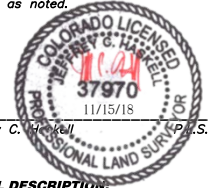
## A



### IMPROVEMENT LOCATION CERTIFICATE:

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

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



Jeffrey C. McKell P.L.S. 37970

### LEGAL DESCRIPTION:

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

### NOTES:

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

### NOTICE:

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

### LEGEND

○ FIRE HYDRANT

● FOUND 1" PLASTIC CAP ON No. 4 REBAR, L.S. 6728

# 2019 Work Plan

Goal 1: Continue community engagement through meetings					
Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Hire a consulting firm to provide an Economic Analysis Plan that will explore opportunities that have been lost or could be gained if we construct a central sewer system in the commercial core.	? We need the contract papers from the Department of Local Affairs before we solicit Requests for Proposals from firms interested in doing this work.	A written economic analysis and a presentation for the community by the consultants	Is there a signed contract?	Kari Distefano / Consultant	
Schedule a community meeting with the providers of the Economic Analysis Plan	? This will be dependent on the completion of the analysis	Two or more community meetings to occur prior to November election. At least one with the consultant that will be providing the analysis.	Have the meetings been scheduled and advertised to the Community?	Kari Distefano / Consultant	
Summarize Meetings	Following the meetings.	Subsequent to meetings, summaries will be written and supplied to the community for comment.	Are summaries available and posted to the web site and mailed out in water bills?	Kari Distefano / Consultant	

<b>Goal 2: Continue commuter shuttle service to and from Telluride with the larger bus</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Get service agreement with San Miguel Authority for Region Transit approved so that the larger shuttle can be utilized	January 10 <sup>th</sup> – February 16 <sup>th</sup>	The shuttle will no longer fill up. A newer more comfortable vehicle will encourage ridership.	Does the service continue to be used?	Kari Distefano / David Averill (SMART)	
Attempt to negotiate with Dolores County School District to have them help pay as long as there is no school in Rico.		An agreement that Rico will operate the school building if the Dolores County School District will help pay for transportation.	Are we able to negotiate an agreement?	Kari Distefano / Dolores County School District	
<b>Goal 3: Begin applying for grant funding to help fund the construction of a sewer system in the commercial core</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Apply for grants through the Department of Local Affairs and the Colorado State Revolving Loan Fund	April 1 <sup>st</sup> (DOLA) ? on the State Revolving Loan Fund	Get grant funding to begin construction on a central sewer line in the commercial core if the voters pass a mill levy increase	Are the grant applications successful	Kari Distefano	

**Goal 4: Begin applying for grant funding to help fund the replacement of existing water meters with meters that can be read remotely.**

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Apply for grants through the Department of Local Affairs and the Colorado State Revolving Loan Fund	April 1 <sup>st</sup> (DOLA) ? on the State Revolving Loan Fund	Get grant funding to help replace water meters	Is funding available from DOLA or the Colorado State Revolving Fund	Kari Distefano	

**Goal 5: Develop an Infrastructure Ballot Initiative for the November 2019 Election**

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Determine if and to what degree there is public support for a tax for upgraded infrastructure and additional town services.	March – September 2019	Several proposals will be discussed at community meetings. A preferred option will be generated	Will a ballot initiative pass?	Kari Distefano	

<b>Goal 6: Encourage and support economic development in Rico</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Explore programs such as Blueprint 2.0 Tourism Initiative and a Co-workspace program	Summer 2019	Putting together a grant application for Rico to take part in the Office of Economic Development and International Trade	Has a grant application been submitted?	Kari Distefano	
Explore the possibility of entering into a lease agreement with Disposition Properties to open the hot springs to the public	This winter	A signed agreement between the Town of Rico and Disposition Properties	Has an agreement been signed?	Kari Distefano / Disposition Properties	
<b>Goal 7: Finish River Corridor project and continue work on a trail easement along the Rio Grande Southern Railroad grade</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Continue to send survey out for signatures	This depends on potential problems with owners.	A survey filed in the Office of the Clerk & Recorder of Dolores County	Has the map been filed and easements secured?	Kari Distefano	We may have challenges with one other owner. Doug Clark wants a land trade. I would like to get him to sign and deal with the trade later. Disposition

					Properties and Burnett and O'Grady have signed the map.
Obtain Easement Agreement with Popek and Markey	An agreement with Popek is pending. Markey has not responded to requests for a meeting	An easement agreement over Popek and Markey property that will allow use of the RGS railroad grade	Is there an easement agreement?	Kari Distefano / Dave Bulson / TPL	Popek has agreed to a trail easement. Draft easement language and a trail alignment have been completed. Markey has not responded to requests for a meeting. We will continue to try to engage her.

### **Goal 8: Establish a Protocol for Vacant Lots Impacted by Lead and Other Mining Activities**

<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Obtain (if possible) lead sampling data	This will depend on data availability possibly through the CDPHE or BP	Rico has access to lead sampling data	Is updated sampling available for use by the Town	Kari Distefano / CDPHE / BP Engineering	The Town has obtained some data from consultants working for BP
Create a lead hazard overlay over-lay that will determine whether or not mitigation measures are needed on vacant lots within the Town of Rico	? This will depend on if and when we get sampling data.	Lots that are impacted by mining activities will be identified on Rico's GIS system.	Can lots impacted by mining activities be identified?	Kari Distefano / CDPHE / BP	Consultants for BP are working on this. More data is expected by over the course of January and February 2019. A meeting with BP /



					CDPHE and Consultants is scheduled to take place on January 31 <sup>st</sup> , 2019.
Create a protocol for mine waste clean up on vacant lots	We have a meeting scheduled with BP, Consultants and CDPHE on January 31 <sup>st</sup> .	Lots will be determined to be safe from contamination as per CDPHE requirements.	Are lots that were determined to have lead and other mine waste hazards considered free from contamination by CDPHE.		Consultants for BP are working on this. More data is expected by over the course of January and February 2019

### Goal 9: Update and revise Rico Land Use Code

Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Generate revisions based on prior and continuing discussions with the Rico Planning Commission	February 2018 – February 2019	A more concise and user friendly Rico Land Use Code	Finished revisions by December 2019	Kari Distefano / Rico Planning Commission / consultant	A draft is available for comments. Revisions are pending comments.
Work with professional planner when draft updates are complete for a comprehensive review.	March 2019 – November 2019	A more concise, user friendly and professional Rico Land Use Code			Ken Charles and Gregg Anderson are currently reviewing revisions. We are soliciting the help of another planner.

<b>Goal 10: Upgrade the Town of Rico web site</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Comments</b>
Make improvements to web site including titling documents consistently, adding event information, designing a notification system	Ongoing	The Town of Rico will continue to provide updated information to the citizens of Rico as well as visitors	More people will use our website for information about Rico	Kari Distefano	I am working on posting Ordinances and Resolutions in a way that can be searched.
<b>Goal 11: Explore the possibility of constructing a solar array on the Gazebo Property</b>					
<b>Key Action Steps</b>	<b>Timeline</b>	<b>Expected Outcomes</b>	<b>Evaluation Methodology</b>	<b>Persons Responsible</b>	<b>Percent Complete &amp; Comments</b>
Continue discussions with Disposition Properties about the possibility of leasing that property for a solar array	Winter and Spring 2019	An agreement with Disposition Properties	Will this work	Kari Distefano / Disposition Properties / SMPA	
Continue discussions with SMPA about the possibility of constructing a solar array.		An agreement with SMPA to take part in their Solar Power Pledge Program	Will this work	Kari Distefano / Disposition Properties / SMPA	

Goal 12: Explore the possibility of creating a co-work space in the School Building					
Key Action Steps	Timeline	Expected Outcomes	Evaluation Methodology	Persons Responsible	Comments
Attempt to reach an agreement whereby the Town of Rico would pay for utilities and maintenance of the building if the Dolores County School District would provide \$20,000 annually toward transportation	?	An agreement would be reached	Has an agreement been reached?	Kari Distefano / Dolores County School District	

November 21, 2018

via certified mail

Terrance and Charlene Johnson  
505 Topeka Dr.  
Wickenburg, Arizona, 85390

RE: Lots 21-24, Block 5, Town of Rico;  
134 S. Glasgow, Rico,

Dear Mr. And Mrs. Johnson:

I represent the Town of Rico. In early October, 2018, you requested in person with the Rico Town Manager permission to level you lot in preparation for eventual development. You paid \$25.00 for an excavation permit fee but never submitted the application. You have commenced work without a permit.

While you have stopped work, you have left an open cut into the hillside which is an eyesore and nuisance. Under Rico regulations, you must apply for a building permit to continue any excavation work.

On October 17, 2018, you again spoke with the Town Manager and you were asked to stabilize the cut in the banking. She also provided you with a copy of the Rico regulations which pertain to your site.

While we understand that work in the winter is difficult and expensive, we expect you to apply for a building permit pursuant to RLUC 400 or fill or otherwise stabilize the cut by May 1, 2019. If we do not hear from you by May 1, 2019, the Town will file a compliant and summons in municipal court for the violations of Rico regulations.

Sincerely,

Carol A. Viner